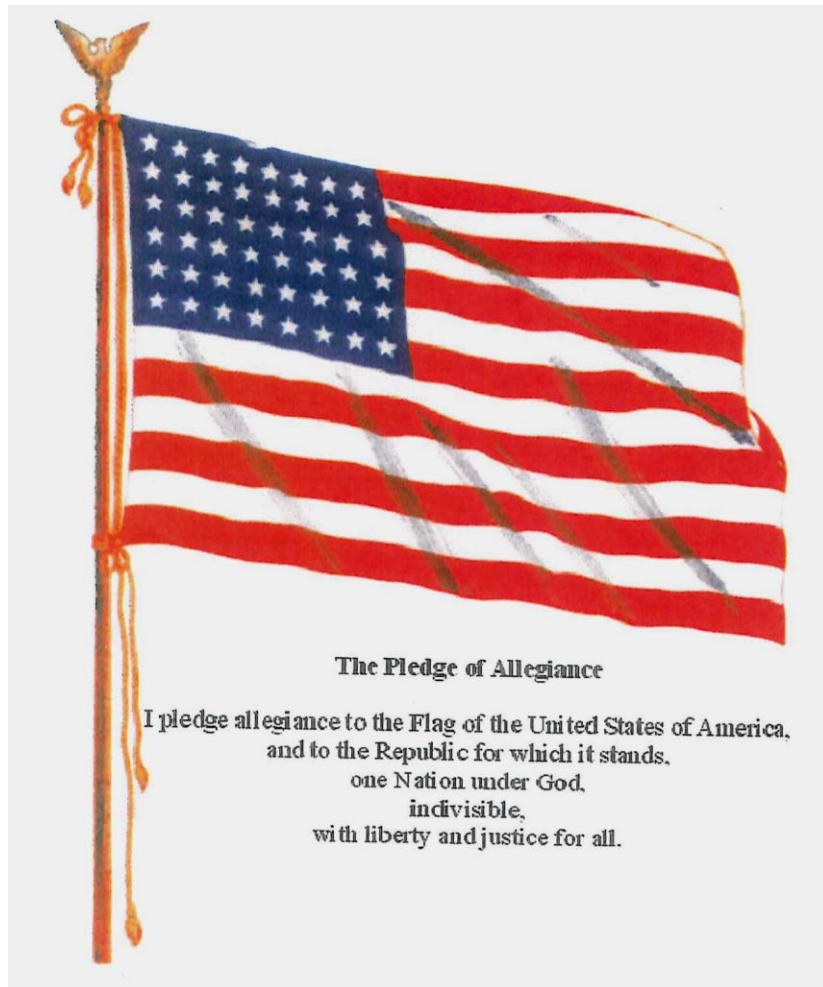


COMMISSIONERS COURT AGENDA

August 22, 2023

Invocation

Pledge of Allegiance to the Flag



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

Pledge to the Texas Flag



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

Announcements:

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

Citizens' Comments:

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

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

- 1. Approve payment of County Invoices and County Purchase Orders: \$474,251.19**

Caldwell County Agenda Item Request Form

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

AGENDA DATE: 08/22/2023

Type of Agenda Item

- Consent Discussion/Action Budget Amendment
 Public Hearing Executive Session Special Presentation

What will be discussed? What is the proposed motion?

Approve payments of County invoices and Purchase Orders in the amount of \$474,251.19

1. **Costs:**

Actual Cost or Estimated Cost \$ \$ 0.00

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

2. **Agenda Speakers:**

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

3. **Backup Materials:** None To Be Distributed 15 total # of backup pages
(including this page)

4. 
Signature of Court Member

8/16/2023
Date



Caldwell County, TX

Payment Register

APPKT12570 - AP 08.22.2023

01 - Vendor Set 01

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

Vendor Number ALTAUS	Vendor Name ALTEX ELECTRONICS				Total Vendor Amount 986.88
Payment Type Check	Payment Number		Payment Date	Payment Amount	
			08/16/2023	986.88	
Payable Number #INVAUS19537	Description Altex radio cabinets	Payable Date 08/01/2023	Due Date 08/22/2023	Discount Amount 0.00	Payable Amount 986.88

Vendor Number AMACOM	Vendor Name AMAZON.COM SALES, INC				Total Vendor Amount 981.24
Payment Type Check	Payment Number		Payment Date	Payment Amount	
			08/16/2023	981.24	
Payable Number 1TPP-L4HV-YDNR	Description 6 Ear Protection w/mic	Payable Date 08/03/2023	Due Date 08/22/2023	Discount Amount 0.00	Payable Amount 981.24

Vendor Number ANDMAC	Vendor Name ANDERSON MACHINERY COMPANY, INC.				Total Vendor Amount 1,425.00
Payment Type Check	Payment Number		Payment Date	Payment Amount	
			08/16/2023	1,425.00	
Payable Number P4G1KE	Description Cutting Edge Blades For Loader (L1)	Payable Date 08/01/2023	Due Date 08/22/2023	Discount Amount 0.00	Payable Amount 1,425.00

Vendor Number BELCLE	Vendor Name BELL COUNTY CLERK'S OFFICE				Total Vendor Amount 660.00
Payment Type Check	Payment Number		Payment Date	Payment Amount	
			08/16/2023	660.00	
Payable Number 23CMI00641	Description Sanity Hearing	Payable Date 07/19/2023	Due Date 08/22/2023	Discount Amount 0.00	Payable Amount 660.00

Vendor Number BRAMAT	Vendor Name BRAUNTEX MATERIALS, INC.				Total Vendor Amount 37,776.00
Payment Type Check	Payment Number		Payment Date	Payment Amount	
			08/16/2023	37,776.00	
Payable Number 148690	Description Acct 1600	Payable Date 08/07/2023	Due Date 08/22/2023	Discount Amount 0.00	Payable Amount 37,776.00

Vendor Number CDWGOV	Vendor Name CDW GOVERNMENT, INC.				Total Vendor Amount 677.94
Payment Type Check	Payment Number		Payment Date	Payment Amount	
			08/16/2023	677.94	
Payable Number KN90638	Description cust 11726035	Payable Date 07/06/2023	Due Date 08/22/2023	Discount Amount 0.00	Payable Amount 677.94

Vendor Number CHALAU	Vendor Name CHARLES E. LAURENCE, M.D.				Total Vendor Amount 1,000.00
Payment Type Check	Payment Number		Payment Date	Payment Amount	
			08/16/2023	1,000.00	
Payable Number 79621	Description Medical Director Blanket PO FY 22-23	Payable Date 08/01/2023	Due Date 08/22/2023	Discount Amount 0.00	Payable Amount 1,000.00

Payment Register

APPKT12570 - AP 08.22.2023

Vendor Number	Vendor Name			Total Vendor Amount	
CINTAS	CINTAS CORPORATION #86			1,651.68	
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		08/16/2023	1,651.68		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
4162811113	Cintas Blanket PO FY 22-23	07/27/2023	08/22/2023	0.00	52.37
4162811460	Cintas Blanket PO FY 22-23	07/27/2023	08/22/2023	0.00	322.01
4162811501	Cintas Blanket PO FY 22-23	07/27/2023	08/22/2023	0.00	219.11
4162811656	Cintas Blanket PO FY 22-23	07/27/2023	08/22/2023	0.00	251.35
4163506969	Cintas Blanket PO FY 22-23	08/03/2023	08/22/2023	0.00	52.37
4163507481	Cintas Blanket PO FY 22-23	08/03/2023	08/22/2023	0.00	286.01
4163507607	Cintas Blanket PO FY 22-23	08/03/2023	08/22/2023	0.00	219.11
4163507661	Cintas Blanket PO FY 22-23	08/03/2023	08/22/2023	0.00	249.35

Vendor Number	Vendor Name			Total Vendor Amount	
CITBAN	CITIBANK NA			1,331.98	
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		08/16/2023	1,331.98		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
23060218585566407245	Grants NACO	06/02/2023	08/22/2023	0.00	600.00
0R88263667	Enviro Hotel	07/05/2023	08/22/2023	0.00	731.98

Vendor Number	Vendor Name			Total Vendor Amount	
DAVKAU	DAVIS KAUFMAN, PLLC			3,500.00	
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		08/16/2023	3,500.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
2383	Davis Kaufman Retainer	07/28/2023	08/22/2023	0.00	3,500.00

Vendor Number	Vendor Name			Total Vendor Amount	
DEWPOT	DEWITT POTTH & SON			5,741.81	
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		08/16/2023	5,741.81		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
725555-0	Supply order	07/27/2023	08/22/2023	0.00	2,515.72
725555-2	Supply order	08/01/2023	08/22/2023	0.00	1,168.00
725555-3	Supply order	08/02/2023	08/22/2023	0.00	1,919.75
725555-4	Supply order	08/04/2023	08/22/2023	0.00	138.34

Vendor Number	Vendor Name			Total Vendor Amount	
DOUASS	DOUCET & ASSOCIATES, INC			35,836.00	
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		08/16/2023	11,887.25		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
2307056	Doucet Blanket PO FY 22-23	08/04/2023	08/22/2023	0.00	11,887.25
Check		08/16/2023	748.75		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
2307057	Doucet Blanket PO FY 22-23	08/04/2023	08/22/2023	0.00	748.75
Check		08/16/2023	3,790.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
2307058	Doucet Blanket PO FY 22-23	08/04/2023	08/22/2023	0.00	3,790.00
Check		08/16/2023	1,920.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
2307059	Doucet Blanket PO FY 22-23	08/04/2023	08/22/2023	0.00	1,920.00
Check		08/16/2023	86.25		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
2307060	Doucet Blanket PO FY 22-23	08/04/2023	08/22/2023	0.00	86.25
Check		08/16/2023	86.25		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
2307061	Doucet Blanket PO FY 22-23	08/04/2023	08/22/2023	0.00	86.25

Payment Register

APPKT12570 - AP 08.22.2023

Check	Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
					08/16/2023	1,998.75
	2307062	Doucet Blanket PO FY 22-23	08/04/2023	08/22/2023	0.00	1,998.75
Check					08/16/2023	825.00
	2307064	Doucet Blanket PO FY 22-23	08/04/2023	08/22/2023	0.00	825.00
Check					08/16/2023	687.50
	2307065	Doucet Blanket PO FY 22-23	08/04/2023	08/22/2023	0.00	687.50
Check					08/16/2023	1,140.00
	2307066	Doucet Blanket PO FY 22-23	08/04/2023	08/22/2023	0.00	1,140.00
Check					08/16/2023	1,682.50
	2307067	Doucet Blanket PO FY 22-23	08/04/2023	08/22/2023	0.00	1,682.50
Check					08/16/2023	621.25
	2307069	Doucet Blanket PO FY 22-23	08/04/2023	08/22/2023	0.00	621.25
Check					08/16/2023	415.00
	2307070	Project R1911-249-03	08/04/2023	08/22/2023	0.00	415.00
Check					08/16/2023	380.00
	2307071	Project R1911-251-02	08/04/2023	08/22/2023	0.00	380.00
Check					08/16/2023	4,555.00
	2307072	Project R1911-268-02	08/04/2023	08/22/2023	0.00	4,555.00
Check					08/16/2023	647.50
	2307073	Project R1911-268-02	08/04/2023	08/22/2023	0.00	647.50
Check					08/16/2023	137.50
	2307074	Project R1911-281-01	08/04/2023	08/22/2023	0.00	137.50
Check					08/16/2023	137.50
	2307076	Project R1911-293-01	08/04/2023	08/22/2023	0.00	137.50
Check					08/16/2023	650.00
	2307077	Project R1911-298-01	08/04/2023	08/22/2023	0.00	650.00
Check					08/16/2023	210.00
	2307078	Project R1911-299-01	08/04/2023	08/22/2023	0.00	210.00
Check					08/16/2023	137.50
	2307079	Project R1911-304-01	08/04/2023	08/22/2023	0.00	137.50
Check					08/16/2023	1,526.25
	2307080	Project R1911-307-01	08/04/2023	08/22/2023	0.00	1,526.25
Check					08/16/2023	313.75
	2307081	Project R1911-308-01	08/04/2023	08/22/2023	0.00	313.75
Check					08/16/2023	896.25
	2307082	Project R1911-309-01	08/04/2023	08/22/2023	0.00	896.25

Payment Register

APPKT12570 - AP 08.22.2023

Check				08/16/2023	156.25		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
2307083	Project R1911-310-01	08/04/2023	08/22/2023	0.00	156.25		
Check				08/16/2023	200.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
2307087	R1911-233-01	08/04/2023	08/22/2023	0.00	200.00		
Vendor Number	Vendor Name				Total Vendor Amount		
ENTFMT	ENTERPRISE FM TRUST				71,947.38		
Payment Type	Payment Number			Payment Date	Payment Amount		
Check				08/16/2023	71,947.38		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
2729	Enterprise Vehicle Lease Blanket PO FY 22-23	08/04/2023	08/22/2023	0.00	71,947.38		
Vendor Number	Vendor Name				Total Vendor Amount		
ERGASP	ERGON ASPHALT AND EMULSIONS, INC.				148,088.18		
Payment Type	Payment Number			Payment Date	Payment Amount		
Check				08/16/2023	148,088.18		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
9402980951	912994	07/25/2023	08/22/2023	0.00	6,122.81		
9402982203	912994	07/25/2023	08/22/2023	0.00	6,015.17		
9402983514	912994	07/26/2023	08/22/2023	0.00	6,039.64		
9402983690	912994	07/27/2023	08/22/2023	0.00	6,078.78		
9402984843	912994	07/27/2023	08/22/2023	0.00	5,956.47		
9402985023	912994	07/28/2023	08/22/2023	0.00	6,056.76		
9402985870	912994	07/28/2023	08/22/2023	0.00	6,122.81		
9402986217	912994	07/31/2023	08/22/2023	0.00	18,286.18		
9402987342	912994	07/31/2023	08/22/2023	0.00	18,027.39		
9402987523	912994	08/01/2023	08/22/2023	0.00	17,291.64		
9402988659	912994	08/01/2023	08/22/2023	0.00	17,111.30		
9402990680	912994	08/03/2023	08/22/2023	0.00	17,284.44		
9402990681	912994	08/03/2023	08/22/2023	0.00	17,694.79		
Vendor Number	Vendor Name				Total Vendor Amount		
FARBRO	FARMER BROTHERS. CO.				527.12		
Payment Type	Payment Number			Payment Date	Payment Amount		
Check				08/16/2023	527.12		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
93463848	6302473	07/31/2023	08/22/2023	0.00	527.12		
Vendor Number	Vendor Name				Total Vendor Amount		
FIRNET	FIRST NET BUILT WITH AT&T				4,890.29		
Payment Type	Payment Number			Payment Date	Payment Amount		
Check				08/16/2023	4,890.29		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
287301244412X08032023	First Net Hot Spot Blanket PO FY 22-23	07/25/2023	08/22/2023	0.00	4,890.29		
Vendor Number	Vendor Name				Total Vendor Amount		
BUJBAK	FLOWERS BAKING CO. OF SAN ANTONIO				1,895.66		
Payment Type	Payment Number			Payment Date	Payment Amount		
Check				08/16/2023	1,895.66		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
4038386521	0040078309	07/10/2023	08/22/2023	0.00	675.00		
4038386626	0040078309	07/17/2023	08/22/2023	0.00	402.17		
4038386722	0040078309	07/25/2023	08/22/2023	0.00	567.89		
4038386796	0040078309	07/31/2023	08/22/2023	0.00	250.60		

Payment Register

APPKT12570 - AP 08.22.2023

Vendor Number GONWAT	Vendor Name GONZALES COUNTY WATER SUPPLY CORP			Total Vendor Amount	1,240.00
Payment Type Check	Payment Number	Payable Number	Description	Payable Date	Due Date
		July Usage	July 2023 Bulk Water Usage	07/31/2023	08/22/2023
				Discount Amount	Payable Amount
				0.00	1,240.00
Vendor Number GRALLC	Vendor Name GRANICUS LLC			Total Vendor Amount	783.00
Payment Type Check	Payment Number	Payable Number	Description	Payable Date	Due Date
		169374	Granicus SWAGIT Blanket PO FY 22-23	08/01/2023	08/22/2023
				Discount Amount	Payable Amount
				0.00	783.00
Vendor Number SOMSTR	Vendor Name JOHN P. CYRIER			Total Vendor Amount	6,475.00
Payment Type Check	Payment Number	Payable Number	Description	Payable Date	Due Date
		495	Someday Strategies services	07/29/2023	08/22/2023
				Discount Amount	Payable Amount
				0.00	6,475.00
Vendor Number JOHPAI	Vendor Name JOHNNY & SON'S, LLC			Total Vendor Amount	1,502.83
Payment Type Check	Payment Number	Payable Number	Description	Payable Date	Due Date
		21269	Veh Repair C. Harrison	06/09/2023	08/22/2023
		21361	Veh Repair D. Dement	07/07/2023	08/22/2023
				Discount Amount	Payable Amount
				0.00	781.43
				0.00	721.40
Vendor Number JXPAME	Vendor Name JPX AMERICA, INC			Total Vendor Amount	1,365.00
Payment Type Check	Payment Number	Payable Number	Description	Payable Date	Due Date
		02455	CLE Re-Certification	08/08/2023	08/22/2023
				Discount Amount	Payable Amount
				0.00	1,365.00
Vendor Number KOFPRE	Vendor Name KOFIL PRESERVATION			Total Vendor Amount	38,932.62
Payment Type Check	Payment Number	Payable Number	Description	Payable Date	Due Date
		INV-KT-012085	Archival Indexing	08/10/2023	08/22/2023
				Discount Amount	Payable Amount
				0.00	38,932.62
Vendor Number LOCTRU	Vendor Name LOCKHART HARDWARE			Total Vendor Amount	1,039.98
Payment Type Check	Payment Number	Payable Number	Description	Payable Date	Due Date
		47578 /1	AC Window Unit	07/24/2023	08/22/2023
		47791 /1	AC Window Unit	08/03/2023	08/22/2023
				Discount Amount	Payable Amount
				0.00	519.99
				0.00	519.99
Vendor Number ACCSEC	Vendor Name LUXURY HOME BUYERS, LLC			Total Vendor Amount	6,000.15
Payment Type Check	Payment Number	Payable Number	Description	Payable Date	Due Date
		14058	10 Tasers	07/31/2023	08/22/2023
				Discount Amount	Payable Amount
				0.00	6,000.15

Payment Register

APPKT12570 - AP 08.22.2023

Vendor Number JCOJAN	Vendor Name M.B. HAMMO ENTERPRISES, LLC			Total Vendor Amount 980.87
Payment Type Check	Payment Number	Payment Date 08/16/2023	Payment Amount 980.87	
Payable Number 93432	Description JCO Janitorial Supply Blanket PO FY 22-23	Payable Date 07/26/2023	Due Date 08/22/2023	Discount Amount 0.00
				Payable Amount 980.87

Vendor Number PFGTEM	Vendor Name PERFORMANCE FOODSERVICE - TEMPLE			Total Vendor Amount 4,831.43
Payment Type Check	Payment Number	Payment Date 08/16/2023	Payment Amount 4,831.43	
Payable Number 2013340	Description 435577	Payable Date 07/24/2023	Due Date 08/22/2023	Discount Amount 0.00
2017473	435577	07/27/2023	08/22/2023	0.00
2020249	435577	07/31/2023	08/22/2023	0.00
				Payable Amount 1,161.36
				1,838.96
				1,831.11

Vendor Number PETTRA	Vendor Name PETROLEUM TRADERS CORPORATION			Total Vendor Amount 12,103.69
Payment Type Check	Payment Number	Payment Date 08/16/2023	Payment Amount 12,103.69	
Payable Number 1908528	Description Petroleum Traders Blanket PO FY 22-23	Payable Date 08/04/2023	Due Date 08/22/2023	Discount Amount 0.00
1908530	Petroleum Traders Blanket PO FY 22-23	08/04/2023	08/22/2023	0.00
				Payable Amount 5,094.73
				7,008.96

Vendor Number PATC	Vendor Name PUBLIC AGENCY TRAINING COUNCIL			Total Vendor Amount 4,995.00
Payment Type Check	Payment Number	Payment Date 08/16/2023	Payment Amount 4,995.00	
Payable Number ALC18738	Description Mobile Examiner and Password Cracker X6	Payable Date 08/08/2023	Due Date 08/22/2023	Discount Amount 0.00
				Payable Amount 4,995.00

Vendor Number RINCEN	Vendor Name RingCentral, Inc			Total Vendor Amount 155.38
Payment Type Check	Payment Number	Payment Date 08/16/2023	Payment Amount 155.38	
Payable Number CD_000637996	Description RingCentral Setup	Payable Date 08/07/2023	Due Date 08/22/2023	Discount Amount 0.00
				Payable Amount 155.38

Vendor Number SAFLJE	Vendor Name SAFE LIFE DEFENSE			Total Vendor Amount 912.60
Payment Type Check	Payment Number	Payment Date 08/16/2023	Payment Amount 912.60	
Payable Number 1014395	Description First Response Instructor Carriers (6)	Payable Date 07/31/2023	Due Date 08/22/2023	Discount Amount 0.00
				Payable Amount 912.60

Vendor Number CORMAN	Vendor Name SAM HOUSTON STATE UNIVERSITY			Total Vendor Amount 570.00
Payment Type Check	Payment Number	Payment Date 08/16/2023	Payment Amount 570.00	
Payable Number 07.06.2023	Description 2024 Gang Intelligence & Supervision Conference	Payable Date 07/06/2023	Due Date 08/22/2023	Discount Amount 0.00
				Payable Amount 570.00

Vendor Number STAEMB	Vendor Name STADRI EMBLEMS, INC			Total Vendor Amount 613.48
Payment Type Check	Payment Number	Payment Date 08/16/2023	Payment Amount 613.48	
Payable Number 457682	Description PCT 2 patches	Payable Date 06/30/2023	Due Date 08/22/2023	Discount Amount 0.00
457683	PCT 2 patches	06/30/2023	08/22/2023	0.00
				Payable Amount 364.49
				248.99

Payment Register

APPKT12570 - AP 08.22.2023

Vendor Number STECRA	Vendor Name STEVEN LEWIS CRAIN			Total Vendor Amount 200.00	
Payment Type Check	Payment Number			Payment Date 08/16/2023	Payment Amount 200.00
Payable Number 230801	Description Blanket PO for Steven Crain Consulting, LLC	Payable Date 08/01/2023	Due Date 08/22/2023	Discount Amount 0.00	Payable Amount 200.00

Vendor Number SYSCO	Vendor Name SYSCO CENTRAL TEXAS, INC			Total Vendor Amount 3,190.63	
Payment Type Check	Payment Number			Payment Date 08/16/2023	Payment Amount 3,190.63
Payable Number 713879380	Description Sysco Blanket PO FY 22-23	Payable Date 07/26/2023	Due Date 08/22/2023	Discount Amount 0.00	Payable Amount 1,098.11
713879381	Sysco Blanket PO FY 22-23	07/26/2023	08/22/2023	0.00	347.38
713879382	Sysco Blanket PO FY 22-23	07/26/2023	08/22/2023	0.00	110.53
713886397	Sysco Blanket PO FY 22-23	07/28/2023	08/22/2023	0.00	1,347.18
713886398	Sysco Blanket PO FY 22-23	07/28/2023	08/22/2023	0.00	287.43

Vendor Number T7ENTE	Vendor Name T7 ENTERPRISES, LLC			Total Vendor Amount 662.00	
Payment Type Check	Payment Number			Payment Date 08/16/2023	Payment Amount 662.00
Payable Number 19914	Description Tire Disposal	Payable Date 08/01/2023	Due Date 08/22/2023	Discount Amount 0.00	Payable Amount 662.00

Vendor Number TACEDU	Vendor Name TEXAS ASSOCIATION OF COUNTIES			Total Vendor Amount 1,050.00	
Payment Type Check	Payment Number			Payment Date 08/16/2023	Payment Amount 350.00
Payable Number 343307	Description 78th Annual TAC Auditor Conference	Payable Date 08/08/2023	Due Date 08/22/2023	Discount Amount 0.00	Payable Amount 350.00
Payable Number 343308	Description 78th Annual TAC Auditor Conference	Payable Date 08/08/2023	Due Date 08/22/2023	Discount Amount 0.00	Payable Amount 350.00
Payable Number 343309	Description 78th Annual TAC Auditor Conference	Payable Date 08/08/2023	Due Date 08/22/2023	Discount Amount 0.00	Payable Amount 350.00

Vendor Number TACRIS	Vendor Name TEXAS ASSOCIATION OF COUNTIES			Total Vendor Amount 51,019.00	
Payment Type Check	Payment Number			Payment Date 08/16/2023	Payment Amount 51,019.00
Payable Number NRNC-37867-WC3	Description 3rd Quarter	Payable Date 07/01/2023	Due Date 08/22/2023	Discount Amount 0.00	Payable Amount 51,019.00

Vendor Number TECOBUD	Vendor Name TEXAS COMPTROLLER OF PUBLIC ACCOUNTS			Total Vendor Amount 375.00	
Payment Type Check	Payment Number			Payment Date 08/16/2023	Payment Amount 375.00
Payable Number 10042434	Description CTCD Training	Payable Date 05/31/2023	Due Date 08/22/2023	Discount Amount 0.00	Payable Amount 375.00

Vendor Number TEXMYG	Vendor Name TEXT MY GOV			Total Vendor Amount 3,800.00	
Payment Type Check	Payment Number			Payment Date 08/16/2023	Payment Amount 3,800.00
Payable Number 501485	Description TextMyGov Software & Support	Payable Date 08/01/2023	Due Date 08/22/2023	Discount Amount 0.00	Payable Amount 3,800.00

Payment Register

APPKT12570 - AP 08.22.2023

Vendor Number	Vendor Name			Total Vendor Amount	
TOSBLA	TOSA BLANKS & MORE, INC.			1,300.00	
Payment Type	Payment Number			Payment Date	Payment Amount
Check				08/16/2023	1,300.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
79123	Vehicle wrap	08/02/2023	08/22/2023	0.00	1,300.00

Vendor Number	Vendor Name			Total Vendor Amount	
TRAMED	TRAVIS COUNTY MEDICAL EXAMINER			10,991.00	
Payment Type	Payment Number			Payment Date	Payment Amount
Check				08/16/2023	10,991.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
3300006688	Cust 100033	01/04/2023	08/22/2023	0.00	3,435.00
3300007385	PA 23-01649 PA 23-02910	08/01/2023	08/22/2023	0.00	7,556.00

Vendor Number	Vendor Name			Total Vendor Amount	
UNIFIR	UNIFIRST CORPORATION			161.82	
Payment Type	Payment Number			Payment Date	Payment Amount
Check				08/16/2023	161.82
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
2740077927	Unifirst Blanket PO FY 22-23	07/21/2023	08/22/2023	0.00	80.91
2740080154	Unifirst Blanket PO FY 22-23	07/28/2023	08/22/2023	0.00	80.91

Vendor Number	Vendor Name			Total Vendor Amount	
WORQUE	WORK QUEST, F/K/A TIBH INDUSTRIES, INC			83.55	
Payment Type	Payment Number			Payment Date	Payment Amount
Check				08/16/2023	83.55
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
Mav2023/01	Cust ID SSCALDW01	08/08/2023	08/22/2023	0.00	83.55

Payment Register

APPKT12570 - AP 08.22.2023

Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
2022 AP BNK	Check	109	71	0.00	474,251.19
Packet Totals:		109	71	0.00	474,251.19

Fund	Name	Amount
999	POOLED CASH	-474,251.19
Packet Totals:		-474,251.19



Caldwell County, TX

Expense Approval Register

Packet: APPKT12570 - AP 08.22.2023

Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
Fund: 001 - GENERAL FUND					
Department : 2130 - COUNTY AUDITOR					
TEXAS ASSOCIATION OF COUN...	343307	78th Annual TAC Auditor Conf...	TRAINING	001-2130-4810	350.00
TEXAS ASSOCIATION OF COUN...	343308	78th Annual TAC Auditor Conf...	TRAINING	001-2130-4810	350.00
TEXAS ASSOCIATION OF COUN...	343309	78th Annual TAC Auditor Conf...	TRAINING	001-2130-4810	350.00
Department 2130 - COUNTY AUDITOR Total:					1,050.00
Department : 2140 - TAX ASSESSOR - COLLECTOR					
CDW GOVERNMENT, INC.	KN90638	Computer switches	OFFICE SUPPLIES	001-2140-3110	677.94
Department 2140 - TAX ASSESSOR - COLLECTOR Total:					677.94
Department : 3201 - ENVIRONMENTAL TASK FORCE					
CITIBANK NA	OR88263667	Lazy H Retreat	TRAINING	001-3201-4810	731.98
T7 ENTERPRISES, LLC	19914	Tire Disposal	DISPOSAL FEES	001-3201-3151	662.00
Department 3201 - ENVIRONMENTAL TASK FORCE Total:					1,393.98
Department : 4300 - COUNTY SHERIFF					
JOHNNY & SON'S, LLC	21269	Veh Repair VIN7917	MACHINERY AND EQUIPMENT	001-4300-5310	781.43
SAFE LIFE DEFENSE	1014395	First Response Instructor Carri...	MACHINERY AND EQUIPMENT	001-4300-5310	912.60
LUXURY HOME BUYERS, LLC	14058	10 Tasers	MACHINERY AND EQUIPMENT	001-4300-5310	6,000.15
JOHNNY & SON'S, LLC	21361	Veh Repair VIN6736	MACHINERY AND EQUIPMENT	001-4300-5310	721.40
AMAZON.COM SALES, INC	1TPP-L4HV-YDNR	6 Ear Protection w/mic	MACHINERY AND EQUIPMENT	001-4300-5310	981.24
JPX AMERICA, INC	02455	CLE Re-Certification	MACHINERY AND EQUIPMENT	001-4300-5310	1,365.00
PUBLIC AGENCY TRAINING CO...	ALC18738	Mobile Examiner and Passwor...	MACHINERY AND EQUIPMENT	001-4300-5310	4,995.00
Department 4300 - COUNTY SHERIFF Total:					15,756.82
Department : 4310 - COUNTY JAIL					
FLOWERS BAKING CO. OF SAN...	4038386521	Flowers Baking	FOOD SUPPLIES	001-4310-3100	675.00
FLOWERS BAKING CO. OF SAN...	4038386626	Flowers Baking	FOOD SUPPLIES	001-4310-3100	402.17
UNIFIRST CORPORATION	2740077927	Unifirst	OPERATING SUPPLIES	001-4310-3130	80.91
PERFORMANCE FOODSERVICE ...	2013340	Performance Food Blanket PO ...	FOOD SUPPLIES	001-4310-3100	1,161.36
FLOWERS BAKING CO. OF SAN...	4038386722	Flowers Baking	FOOD SUPPLIES	001-4310-3100	567.89
SYSCO CENTRAL TEXAS, INC	713879380	Sysco Food Supplies FY 22-23	FOOD SUPPLIES	001-4310-3100	1,098.11
SYSCO CENTRAL TEXAS, INC	713879381	Sysco Operating Supplies FY 22...	OPERATING SUPPLIES	001-4310-3130	347.38
SYSCO CENTRAL TEXAS, INC	713879382	Sysco Operating Supplies FY 22...	OPERATING SUPPLIES	001-4310-3130	110.53
M.B. HAMMO ENTERPRISES, L...	93432	JCO Janitorial Supply	OPERATING SUPPLIES	001-4310-3130	980.87
PERFORMANCE FOODSERVICE ...	2017473	Performance Food Blanket PO ...	FOOD SUPPLIES	001-4310-3100	1,838.96
UNIFIRST CORPORATION	2740080154	Unifirst	OPERATING SUPPLIES	001-4310-3130	80.91
SYSCO CENTRAL TEXAS, INC	713886397	Sysco Food Supplies FY 22-23	FOOD SUPPLIES	001-4310-3100	1,347.18
SYSCO CENTRAL TEXAS, INC	713886398	Sysco Operating Supplies FY 22...	OPERATING SUPPLIES	001-4310-3130	287.43
PERFORMANCE FOODSERVICE ...	2020249	Performance Food Blanket PO ...	FOOD SUPPLIES	001-4310-3100	1,831.11
FLOWERS BAKING CO. OF SAN...	4038386796	Flowers Baking	FOOD SUPPLIES	001-4310-3100	250.60
FARMER BROTHERS. CO.	93463848	Farmer Brothers Coffee	FOOD SUPPLIES	001-4310-3100	527.12
SAM HOUSTON STATE UNIVER...	07.06.2023	Mark Brown & Oscar Martinez	TRAINING	001-4310-4810	570.00
Department 4310 - COUNTY JAIL Total:					12,157.53
Department : 4322 - CONSTABLES - PCT 2					
STADRI EMBLEMS, INC	457682	PCT 2 patches	UNIFORMS-Expenses	001-4322-3140	364.49
STADRI EMBLEMS, INC	457683	PCT 2 patches	UNIFORMS-Expenses	001-4322-3140	248.99
Department 4322 - CONSTABLES - PCT 2 Total:					613.48
Department : 6510 - NON-DEPARTMENTAL					
TRAVIS COUNTY MEDICAL EX...	3300006688	Autopsy Blanket PO FY 22-23	AUTOPSY	001-6510-4123	3,435.00
TEXAS ASSOCIATION OF COUN...	NRNC-37867-WC3	TAC Work Comp 01.01.23 thru...	WORKERS' COMP.	001-6510-2040	51,019.00
LOCKHART HARDWARE	47578 /1	AC Window Unit	REPAIRS & MAINTENANCE	001-6510-4510	519.99
FIRST NET BUILT WITH AT&T	287301244412X08032023	Hot Spot Blanket PO FY 22-23	FAX & INTERNET	001-6510-4425	4,890.29
DAVIS KAUFMAN, PLLC	2383	Monthly Monitoring	Lobbyist - Current	001-6510-3300	3,500.00
JOHN P. CYRIER	495	Someday Strategies invoices	PROFESSIONAL SERVICES	001-6510-4110	6,475.00

Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
GRANICUS LLC	169374	SWAGIT Blanket PO	PROFESSIONAL SERVICES	001-6510-4110	783.00
STEVEN LEWIS CRAIN	230801	Steven Crain Consulting	PROFESSIONAL SERVICES	001-6510-4110	200.00
TRAVIS COUNTY MEDICAL EX...	3300007385	Autopsy Blanket PO FY 22-23	AUTOPSY	001-6510-4123	7,556.00
TEXT MY GOV	501485	Software & Support Sept 2023 ...	DUES & SUBSCRIPTIONS	001-6510-3050	3,800.00
CHARLES E. LAURENCE, M.D.	79521	Charles Laurence MD Blanket ...	MEDICAL DIRECTOR	001-6510-4100	1,000.00
DOUCET & ASSOCIATES, INC	2307056	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	11,887.25
DOUCET & ASSOCIATES, INC	2307057	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	748.75
DOUCET & ASSOCIATES, INC	2307058	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	3,790.00
DOUCET & ASSOCIATES, INC	2307059	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	1,920.00
DOUCET & ASSOCIATES, INC	2307060	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	86.25
DOUCET & ASSOCIATES, INC	2307061	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	86.25
DOUCET & ASSOCIATES, INC	2307062	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	1,998.75
DOUCET & ASSOCIATES, INC	2307064	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	825.00
DOUCET & ASSOCIATES, INC	2307065	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	687.50
DOUCET & ASSOCIATES, INC	2307066	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	1,140.00
DOUCET & ASSOCIATES, INC	2307067	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	1,682.50
DOUCET & ASSOCIATES, INC	2307069	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	621.25
DOUCET & ASSOCIATES, INC	2307070	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	415.00
DOUCET & ASSOCIATES, INC	2307071	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	380.00
DOUCET & ASSOCIATES, INC	2307072	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	4,555.00
DOUCET & ASSOCIATES, INC	2307073	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	647.50
DOUCET & ASSOCIATES, INC	2307074	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	137.50
DOUCET & ASSOCIATES, INC	2307076	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	137.50
DOUCET & ASSOCIATES, INC	2307077	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	650.00
DOUCET & ASSOCIATES, INC	2307078	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	210.00
DOUCET & ASSOCIATES, INC	2307079	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	137.50
DOUCET & ASSOCIATES, INC	2307080	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	1,526.25
DOUCET & ASSOCIATES, INC	2307081	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	313.75
DOUCET & ASSOCIATES, INC	2307082	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	896.25
DOUCET & ASSOCIATES, INC	2307083	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	156.25
DOUCET & ASSOCIATES, INC	2307087	Doucet Blanket PO FY 22-23	PROFESSIONAL SERVICES	001-6510-4110	200.00
ENTERPRISE FM TRUST	2729	Maintenance Blanket POFY 22...	Lease-REPAIR & MAINTENANCE	001-6510-4841	723.44
ENTERPRISE FM TRUST	2729	Lease Blanket PO FY 22-23	Vehicle Leases	001-6510-4851	71,223.94
WORK QUEST, F/K/A TIBH IND...	May2023/01	Shredding Services Blanket PO...	DUES & SUBSCRIPTIONS	001-6510-3050	83.55
				Department 6510 - NON-DEPARTMENTAL Total:	191,045.21
Department : 6520 - BUILDING MAINTENANCE					
DEWITT POTH & SON	725555-0	Supply order	OPERATING SUPPLIES	001-6520-3130	2,515.72
DEWITT POTH & SON	725555-2	Supply order	OPERATING SUPPLIES	001-6520-3130	1,168.00
DEWITT POTH & SON	725555-3	Supply order	OPERATING SUPPLIES	001-6520-3130	1,919.75
LOCKHART HARDWARE	47791 /1	AC Window Unit	REPAIRS & MAINTENANCE	001-6520-4510	519.99
DEWITT POTH & SON	725555-4	Supply order	OPERATING SUPPLIES	001-6520-3130	138.34
				Department 6520 - BUILDING MAINTENANCE Total:	6,261.80
Department : 6590 - PURCHASING					
TEXAS COMPTROLLER OF PUBL...	10042434	CTCD Classes	TRAINING	001-6590-4810	375.00
				Department 6590 - PURCHASING Total:	375.00
Department : 6610 - IT-TECHNOLOGY					
RingCentral, Inc	CD_000637996	RingCentral Initial Setup/Instal...	MACHINERY AND EQUIPMENT	001-6610-5310	155.38
				Department 6610 - IT-TECHNOLOGY Total:	155.38
Department : 6630 - GRANT WRITING/ADMIN					
CITIBANK NA	23060218585566407245	NACO Conference	TRAINING	001-6630-4810	600.00
				Department 6630 - GRANT WRITING/ADMIN Total:	600.00
Department : 6650 - EMERG MGNT / HOMELAND SEC					
ALTEX ELECTRONICS	#INVAUS19537	Radio cabinets	EMERGENCY OPERATIONS CE...	001-6650-4800	986.88
TOSA BLANKS & MORE, INC.	79123	Emergency Management vehic...	EMERGENCY OPERATIONS CE...	001-6650-4800	1,300.00
				Department 6650 - EMERG MGNT / HOMELAND SEC Total:	2,286.88

Expense Approval Register

Packet: APPKT12570 - AP 08.22.2023

Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
Department : 7620 - COUNTY WELFARE					
BELL COUNTY CLERK'S OFFICE	23CMI00641	Cause 23CMI00641	SANITY HEARINGS	001-7620-4312	660.00
Department 7620 - COUNTY WELFARE Total:					660.00
Fund 001 - GENERAL FUND Total:					233,034.02
Fund: 002 - UNIT ROAD FUND					
Department : 1101 - ADMINISTRATION					
ERGON ASPHALT AND EMULSI...	9402980951	Dust Control	DUST CONTROL	002-1101-4620	6,122.81
ERGON ASPHALT AND EMULSI...	9402982203	Dust Control	DUST CONTROL	002-1101-4620	6,015.17
ERGON ASPHALT AND EMULSI...	9402983514	Dust Control	DUST CONTROL	002-1101-4620	6,039.64
CINTAS CORPORATION #86	4162811460	Uniforms	UNIFORMS	002-1101-3140	322.01
CINTAS CORPORATION #86	4162811501	Uniforms	UNIFORMS	002-1101-3140	219.11
CINTAS CORPORATION #86	4162811656	Uniforms	UNIFORMS	002-1101-3140	251.35
ERGON ASPHALT AND EMULSI...	9402983690	Dust Control	DUST CONTROL	002-1101-4620	6,078.78
ERGON ASPHALT AND EMULSI...	9402984843	Dust Control	DUST CONTROL	002-1101-4620	5,956.47
ERGON ASPHALT AND EMULSI...	9402985023	Dust Control	DUST CONTROL	002-1101-4620	6,056.76
ERGON ASPHALT AND EMULSI...	9402985870	Dust Control	DUST CONTROL	002-1101-4620	6,122.81
ERGON ASPHALT AND EMULSI...	9402986217	Paving	PAVING	002-1101-3106	18,286.18
ERGON ASPHALT AND EMULSI...	9402987342	Paving	PAVING	002-1101-3106	18,027.39
GONZALES COUNTY WATER S...	July Usage	Bulk Water Usage	OPERATING SUPPLIES	002-1101-3130	1,240.00
ERGON ASPHALT AND EMULSI...	9402987523	Paving	PAVING	002-1101-3106	17,291.64
ERGON ASPHALT AND EMULSI...	9402988659	Paving	PAVING	002-1101-3106	17,111.30
CINTAS CORPORATION #86	4163507481	Uniforms	UNIFORMS	002-1101-3140	286.01
CINTAS CORPORATION #86	4163507607	Uniforms	UNIFORMS	002-1101-3140	219.11
CINTAS CORPORATION #86	4163507661	Uniforms	UNIFORMS	002-1101-3140	249.35
ERGON ASPHALT AND EMULSI...	9402990680	Dust Control	DUST CONTROL	002-1101-4620	17,284.44
ERGON ASPHALT AND EMULSI...	9402990681	Paving	PAVING	002-1101-3106	17,694.79
PETROLEUM TRADERS CORPO...	1908528	Fuel	FUEL	002-1101-3163	5,094.73
PETROLEUM TRADERS CORPO...	1908530	Fuel	FUEL	002-1101-3163	7,008.96
BRAUNTEX MATERIALS, INC.	148690	Flex Base	FLEX BASE MATERIALS	002-1101-3143	37,776.00
Department 1101 - ADMINISTRATION Total:					200,754.81
Department : 1102 - VEHICLE MAINTENANCE					
ANDERSON MACHINERY COM...	P401KE	Cutting Edge Blades For Loader..	REPAIRS & MAINTENANCE	002-1102-4510	1,425.00
Department 1102 - VEHICLE MAINTENANCE Total:					1,425.00
Department : 1103 - FLEET MAINTENANCE					
CINTAS CORPORATION #86	4162811113	Uniforms	UNIFORMS	002-1103-3140	52.37
CINTAS CORPORATION #86	4163506969	Uniforms	UNIFORMS	002-1103-3140	52.37
Department 1103 - FLEET MAINTENANCE Total:					104.74
Fund 002 - UNIT ROAD FUND Total:					202,284.55
Fund: 003 - RECORDS PRESERVATION FUND					
Department : 3000 - COUNTY CLERK EXP					
KOFILE PRESERVATION	INV-KT-012085	Archival Indexing	County Clerk Binding	003-3000-5615	38,932.62
Department 3000 - COUNTY CLERK EXP Total:					38,932.62
Fund 003 - RECORDS PRESERVATION FUND Total:					38,932.62
Grand Total:					474,251.19

Fund Summary

Fund	Expense Amount
001 - GENERAL FUND	233,034.02
002 - UNIT ROAD FUND	202,284.55
003 - RECORDS PRESERVATION FUND	38,932.62
Grand Total:	474,251.19

Account Summary

Account Number	Account Name	Expense Amount
001-2130-4810	TRAINING	1,050.00
001-2140-3110	OFFICE SUPPLIES	677.94
001-3201-3151	DISPOSAL FEES	662.00
001-3201-4810	TRAINING	731.98
001-4300-5310	MACHINERY AND EQUIP...	15,756.82
001-4310-3100	FOOD SUPPLIES	9,699.50
001-4310-3130	OPERATING SUPPLIES	1,888.03
001-4310-4810	TRAINING	570.00
001-4322-3140	UNIFORMS-Expenses	613.48
001-6510-2040	WORKERS' COMP.	51,019.00
001-6510-3050	DUES & SUBSCRIPTIONS	3,883.55
001-6510-3300	Lobbyist - Current	3,500.00
001-6510-4100	MEDICAL DIRECTOR	1,000.00
001-6510-4110	PROFESSIONAL SERVICES	43,294.00
001-6510-4123	AUTOPSY	10,991.00
001-6510-4425	FAX & INTERNET	4,890.29
001-6510-4510	REPAIRS & MAINTENANCE	519.99
001-6510-4841	Lease-REPAIR & MAINTEN...	723.44
001-6510-4851	Vehicle Leases	71,223.94
001-6520-3130	OPERATING SUPPLIES	5,741.81
001-6520-4510	REPAIRS & MAINTENANCE	519.99
001-6590-4810	TRAINING	375.00
001-6610-5310	MACHINERY AND EQUIP...	155.38
001-6630-4810	TRAINING	600.00
001-6650-4800	EMERGENCY OPERATIONS...	2,286.88
001-7620-4312	SANITY HEARINGS	660.00
002-1101-3106	PAVING	88,411.30
002-1101-3130	OPERATING SUPPLIES	1,240.00
002-1101-3140	UNIFORMS	1,546.94
002-1101-3143	FLEX BASE MATERIALS	37,776.00
002-1101-3163	FUEL	12,103.69
002-1101-4620	DUST CONTROL	59,676.88
002-1102-4510	REPAIRS & MAINTENANCE	1,425.00
002-1103-3140	UNIFORMS	104.74
003-3000-5615	County Clerk Binding	38,932.62
Grand Total:	474,251.19	

Project Account Summary

Project Account Key	Expense Amount
None	474,251.19
Grand Total:	474,251.19

- 2. Ratify re-occurring County Payments:**
 - A. \$392,822.27 Payroll (07/30/2023 – 08/12/2023)**

Caldwell County Agenda Item Request Form

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

AGENDA DATE: 08/22/2023

Type of Agenda Item

- Consent Discussion/Action Budget Amendment
- Public Hearing Executive Session Special Presentation

What will be discussed? What is the proposed motion?

\$392,822.27 Payroll (07/30/2023 – 08/12/2023)

1. Costs:

Actual Cost or Estimated Cost \$ 0.00

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

2. Agenda Speakers:

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

3. Backup Materials: None To Be Distributed 20 total # of backup pages (including this page)

4. 
Signature of Court Member

8/16/2023
Date



Caldwell County, TX

Detail Register Department Summary

Packet: PYPKT02762 - Payroll 7302023 thru 8122023
Payroll Set: 01 - Payroll Set 01

Pay Period: 07/30/2023 - 08/12/2023

Department: 0000 - 911-GIS

Total Direct Deposits: 1,643.54
Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	34.62
S	16.00	415.96
SAL	15.00	1,663.85
Total:	1.00	2,114.43

TAXES

Code	Subject To	Employee	Employer
Federal W/H	1,790.10	0.00	0.00
MC	1,895.82	27.49	27.49
SS	1,895.82	117.54	117.54
Unemployment	2,083.85	0.00	0.00
Total:		145.03	145.03

DEDUCTIONS

Code	Subject To	Employee	Employer
400	2,114.43	105.72	115.45
550	0.00	30.58	0.00
580	0.00	1.53	0.00
590	0.00	159.39	411.01
595	0.00	5.74	0.00
615	0.00	22.90	0.00
Total:		325.86	526.46

RECAP 0000 - 911-GIS

Earnings: 2,114.43 Benefits: 0.00 Deductions: 325.86 Taxes: 145.03 Net Pay: 1,643.54

Department: 1000 - Courthouse Security

Total Direct Deposits: 14,822.95
Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	16.15
Hourly	572.00	14,801.49
OT	64.00	2,368.22
S	52.00	1,326.98
Uniform	0.00	200.00
Vacation	16.00	408.30
Total:	704.00	19,121.14

TAXES

Code	Subject To	Employee	Employer
Federal W/H	17,891.75	1,619.29	0.00
MC	18,847.82	273.31	273.31
SS	18,847.82	1,168.55	1,168.55
Unemployment	19,065.17	0.00	0.00
Total:		3,061.15	1,441.86

DEDUCTIONS

Code	Subject To	Employee	Employer
400	19,121.14	956.07	1,044.00
550	0.00	55.97	0.00
551	0.00	20.00	0.00
580	0.00	7.65	0.00
590	0.00	159.39	2,254.21
595	0.00	5.72	0.00
615	0.00	32.24	0.00
Total:		1,237.04	3,298.21

RECAP 1000 - Courthouse Security

Earnings: 19,121.14 Benefits: 0.00 Deductions: 1,237.04 Taxes: 3,061.15 Net Pay: 14,822.95

Department: 1101 - Unit Road

Total Direct Deposits: 34,933.09
 Total Check Amounts: 1,301.33

EARNINGS			TAXES			
Pay Code	Units	Pay Amount	Code	Subject To	Employee	Employer
165 Stipend w/RET	0.00	66.92	Federal W/H	42,599.70	2,913.16	0.00
FLOAT	17.64	432.26	MC	44,924.92	651.45	651.45
Hourly	1,683.00	34,017.57	SS	44,924.92	2,785.37	2,785.37
LWOP	0.20	0.00	Unemployment	46,324.88	0.00	0.00
OT	6.00	176.87				
S	199.76	4,174.90				
SAL	15.00	1,942.47				
Vacation	275.40	5,693.29				
Total:	2,167.00	46,504.28		Total:	6,349.98	3,436.82

DEDUCTIONS

Code	Subject To	Employee	Employer
400	46,504.28	2,325.22	2,539.09
550	0.00	179.40	0.00
580	0.00	15.30	0.00
590	0.00	1,084.09	9,343.11
595	0.00	56.25	0.00
615	0.00	259.62	0.00
Total:		3,919.88	11,882.20

RECAP 1101 - Unit Road

Earnings:	46,504.28	Benefits:	0.00	Deductions:	3,919.88	Taxes:	6,349.98	Net Pay:	36,234.42
-----------	-----------	-----------	------	-------------	----------	--------	----------	----------	-----------

Department: 1102 - Vehicle Maintenance

Total Direct Deposits: 1,247.85
 Total Check Amounts: 2,832.00

EARNINGS			TAXES			
Pay Code	Units	Pay Amount	Code	Subject To	Employee	Employer
Hourly	217.00	4,609.77	Federal W/H	4,793.42	325.89	0.00
S	19.00	384.94	MC	5,047.72	73.19	73.19
Vacation	4.00	91.31	SS	5,047.72	312.96	312.96
			Unemployment	5,055.78	0.00	0.00
Total:	240.00	5,086.02		Total:	712.04	386.15

DEDUCTIONS

Code	Subject To	Employee	Employer
400	5,086.02	254.30	277.69
550	0.00	30.24	0.00
580	0.00	1.53	0.00
590	0.00	0.00	1,105.92
615	0.00	8.06	0.00
Total:		294.13	1,383.61

RECAP 1102 - Vehicle Maintenance

Earnings:	5,086.02	Benefits:	0.00	Deductions:	294.13	Taxes:	712.04	Net Pay:	4,079.85
-----------	----------	-----------	------	-------------	--------	--------	--------	----------	----------

Department: 1103 - Fleet Maintenance

Total Direct Deposits: 1,323.75
 Total Check Amounts: 1,421.00

EARNINGS

Pay Code	Units	Pay Amount
Hourly	144.00	3,008.04
Vacation	16.00	334.23
Total:	160.00	3,342.27

TAXES

Code	Subject To	Employee	Employer
Federal W/H	3,160.03	157.69	0.00
MC	3,327.15	48.24	48.24
SS	3,327.15	206.29	206.29
Unemployment	3,327.15	0.00	0.00
Total:	412.22	254.53	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	3,342.27	167.12	182.49
550	0.00	15.12	0.00
580	0.00	3.06	0.00
590	0.00	0.00	368.64
Total:	185.30	551.13	

RECAP 1103 - Fleet Maintenance

Earnings:	3,342.27	Benefits:	0.00	Deductions:	185.30	Taxes:	412.22	Net Pay:	2,744.75
-----------	----------	-----------	------	-------------	--------	--------	--------	----------	----------

Department: 2120 - County Treasurer

Total Direct Deposits: 2,655.16
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
Hourly	144.25	3,162.10
S	15.75	305.64
Total:	160.00	3,467.74

TAXES

Code	Subject To	Employee	Employer
Federal W/H	3,138.05	222.68	0.00
MC	3,361.44	48.74	48.74
SS	3,361.44	208.41	208.41
Unemployment	3,452.62	0.00	0.00
Total:	479.83	257.15	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	3,467.74	173.39	189.34
520	0.00	50.00	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	737.28
595	0.00	2.86	0.00
615	0.00	24.86	0.00
Total:	332.75	926.62	

RECAP 2120 - County Treasurer

Earnings:	3,467.74	Benefits:	0.00	Deductions:	332.75	Taxes:	479.83	Net Pay:	2,655.16
-----------	----------	-----------	------	-------------	--------	--------	--------	----------	----------

Department: 2130 - County Auditor

Total Direct Deposits: 8,338.25
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	50.77
FLOAT	8.00	185.68
Hourly	196.00	4,548.91
S	36.00	835.53
SAL	-82.00	3,288.43
Vacation	84.00	2,596.18
Total:	242.00	11,505.50

TAXES

Code	Subject To	Employee	Employer
Federal W/H	10,106.54	946.54	0.00
MC	10,681.82	154.89	154.89
SS	10,681.82	662.27	662.27
Unemployment	11,491.88	0.00	0.01
Total:		1,763.70	817.17

DEDUCTIONS

Code	Subject To	Employee	Employer
400	11,505.50	575.28	628.21
550	0.00	13.62	0.00
551	0.00	43.00	0.00
580	0.00	4.59	0.00
590	0.00	680.22	1,601.67
595	0.00	11.19	0.00
615	0.00	75.65	0.00
Total:		1,403.55	2,229.88

RECAP 2130 - County Auditor

Earnings: 11,505.50 Benefits: 0.00 Deductions: 1,403.55 Taxes: 1,763.70 Net Pay: 8,338.25

Department: 2140 - Tax Assessor-Collector

Total Direct Deposits: 8,849.22
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	50.77
Hourly	450.00	8,422.44
S	14.00	264.10
SAL	1.00	2,320.52
Vacation	16.00	291.40
Total:	481.00	11,349.23

TAXES

Code	Subject To	Employee	Employer
Federal W/H	10,391.24	692.97	0.00
MC	11,078.70	160.64	160.64
SS	11,078.70	686.88	686.88
Unemployment	8,965.35	0.00	0.01
Total:		1,540.49	847.53

DEDUCTIONS

Code	Subject To	Employee	Employer
400	11,349.23	567.46	619.68
520	0.00	120.00	0.00
550	0.00	43.86	0.00
580	0.00	1.53	0.00
590	0.00	159.39	2,622.85
595	0.00	11.46	0.00
615	0.00	55.82	0.00
Total:		959.52	3,242.53

RECAP 2140 - Tax Assessor-Collector

Earnings: 11,349.23 Benefits: 0.00 Deductions: 959.52 Taxes: 1,540.49 Net Pay: 8,849.22

Department: 2150 - County Clerk

Total Direct Deposits: 10,880.53
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
Hourly	545.75	9,796.78
S	8.50	151.96
SAL	1.00	2,329.39
Vacation	85.75	1,573.89
Total:	641.00	13,852.02

TAXES

Code	Subject To	Employee	Employer
Federal W/H	12,544.12	623.71	0.00
MC	13,296.74	192.80	192.80
SS	13,296.74	824.40	824.40
Unemployment	11,452.81	0.00	0.01
Total:	1,640.91	1,017.21	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	13,852.02	692.62	756.30
520	0.00	60.00	0.00
550	0.00	84.94	0.00
551	0.00	139.46	0.00
580	0.00	9.18	0.00
590	0.00	159.39	2,991.49
595	0.00	30.94	0.00
610	0.00	13.50	0.00
615	0.00	140.55	0.00
Total:	1,330.58	3,747.79	

RECAP 2150 - County Clerk

Earnings: 13,852.02 Benefits: 0.00 Deductions: 1,330.58 Taxes: 1,640.91 Net Pay: 10,880.53

Department: 3000 - County Clerk

Total Direct Deposits: 1,112.90
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
Hourly	80.00	1,386.00
Total:	80.00	1,386.00

TAXES

Code	Subject To	Employee	Employer
Federal W/H	1,301.58	83.81	0.00
MC	1,370.88	19.88	19.88
SS	1,370.88	84.99	84.99
Unemployment	1,370.88	0.00	0.00
Total:	188.68	104.87	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	1,386.00	69.30	75.68
550	0.00	15.12	0.00
590	0.00	0.00	368.64
Total:	84.42	444.32	

RECAP 3000 - County Clerk

Earnings: 1,386.00 Benefits: 0.00 Deductions: 84.42 Taxes: 188.68 Net Pay: 1,112.90

Department: 3200 - District Attorney

Total Direct Deposits: 25,968.40
 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	723.07
DA Staff Supplement	0.00	1,228.17
Hourly	529.50	11,608.37
S	42.50	1,351.58
SAL	41.00	19,392.03
Vacation	36.00	1,325.55
Total:	567.00	36,371.85

TAXES

Code	Subject To	Employee	Employer
Federal W/H	32,387.32	3,761.27	0.00
MC	34,202.78	495.94	495.94
SS	34,202.78	2,120.56	2,120.56
Unemployment	33,572.38	0.00	0.00
Total:		6,377.77	2,616.50

DEDUCTIONS

Code	Subject To	Employee	Employer
400	35,109.06	1,755.46	1,916.96
520	0.00	60.00	0.00
550	0.00	121.30	0.00
551	0.00	296.16	0.00
552	0.00	192.30	0.00
580	0.00	9.18	0.00
590	0.00	1,445.30	5,330.44
595	0.00	31.32	0.00
615	0.00	82.69	0.00
Total:		3,993.71	7,247.40

RECAP 3200 - District Attorney

Earnings: 36,371.85 Benefits: 0.00 Deductions: 3,993.71 Taxes: 6,377.77 Net Pay: 26,000.37

Department: 3201 - Environmental Task Force

Total Direct Deposits: 6,096.80
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	85.39
Hourly	304.00	7,695.04
Uniform	0.00	75.00
Vacation	16.00	266.54
Total:	320.00	8,121.97

TAXES

Code	Subject To	Employee	Employer
Federal W/H	7,369.47	673.25	0.00
MC	7,775.57	112.74	112.74
SS	7,775.57	482.09	482.09
Unemployment	8,044.30	0.00	0.00
Total:		1,268.08	594.83

DEDUCTIONS

Code	Subject To	Employee	Employer
400	8,121.97	406.10	443.46
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	1,148.29
595	0.00	8.60	0.00
615	0.00	50.74	0.00
Total:		757.09	1,591.75

RECAP 3201 - Environmental Task Force

Earnings: 8,121.97 Benefits: 0.00 Deductions: 757.09 Taxes: 1,268.08 Net Pay: 6,096.80

Department: 3220 - District Clerk

Total Direct Deposits: 8,759.70
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
Hourly	449.00	8,397.67
LWOP	11.68	0.00
S	13.16	260.07
SAL	1.00	2,330.67
Vacation	6.16	121.11
Total:	481.00	11,109.52

TAXES

Code	Subject To	Employee	Employer
Federal W/H	10,422.99	818.84	0.00
MC	10,978.46	159.18	159.18
SS	10,978.46	680.68	680.68
Unemployment	7,201.06	0.00	0.01
Total:	36,581.97	1,658.70	839.87

DEDUCTIONS

Code	Subject To	Employee	Employer
400	11,109.52	555.47	606.57
550	0.00	58.98	0.00
580	0.00	4.59	0.00
590	0.00	0.00	2,211.84
595	0.00	14.30	0.00
615	0.00	57.78	0.00
Total:	11,109.52	691.12	2,818.41

RECAP 3220 - District Clerk

Earnings: 11,109.52 Benefits: 0.00 Deductions: 691.12 Taxes: 1,658.70 Net Pay: 8,759.70

Department: 3230 - District Judge

Total Direct Deposits: 6,800.99
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
Hourly	76.00	1,826.93
SAL	9.00	7,132.70
Vacation	4.00	96.15
Total:	89.00	9,055.78

TAXES

Code	Subject To	Employee	Employer
Federal W/H	7,986.06	530.32	0.00
MC	8,538.84	123.81	123.81
SS	8,538.84	529.41	529.41
Unemployment	7,094.42	0.00	0.00
Total:	31,658.16	1,183.54	653.22

DEDUCTIONS

Code	Subject To	Employee	Employer
400	9,055.78	452.78	494.45
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	318.78	822.02
595	0.00	5.74	0.00
615	0.00	84.92	0.00
Total:	9,055.78	1,071.25	1,316.47

RECAP 3230 - District Judge

Earnings: 9,055.78 Benefits: 0.00 Deductions: 1,071.25 Taxes: 1,183.54 Net Pay: 6,800.99

Department: 3240 - County Court Law

Total Direct Deposits: 8,970.88
 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	8,649.40
Total:	4.00	11,914.79

TAXES

Code	Subject To	Employee	Employer
Federal W/H	11,017.29	1,154.95	0.00
MC	11,613.03	168.39	168.39
SS	11,613.03	720.01	720.01
Unemployment	5,571.59	0.00	0.00
Total:	2,043.35	888.40	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	11,914.79	595.74	650.54
550	0.00	72.93	0.00
551	0.00	10.00	0.00
580	0.00	3.06	0.00
590	0.00	159.39	1,148.29
595	0.00	19.74	0.00
615	0.00	39.70	0.00
Total:	900.56	1,798.83	

RECAP 3240 - County Court Law

Earnings: 11,914.79 Benefits: 0.00 Deductions: 900.56 Taxes: 2,043.35 Net Pay: 8,970.88

Department: 3251 - JP Prec. 1

Total Direct Deposits: 3,403.55
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
BEREAVEMENT	24.00	447.54
Hourly	136.00	2,356.74
SAL	1.00	2,059.29
Total:	161.00	4,863.57

TAXES

Code	Subject To	Employee	Employer
Federal W/H	4,165.13	347.82	0.00
MC	4,408.31	63.92	63.92
SS	4,408.31	273.31	273.31
Unemployment	2,804.28	0.00	0.00
Total:	685.05	337.23	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	4,863.57	243.18	265.55
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	1,148.29
595	0.00	8.44	0.00
615	0.00	67.83	0.00
Total:	774.97	1,413.84	

RECAP 3251 - JP Prec. 1

Earnings: 4,863.57 Benefits: 0.00 Deductions: 774.97 Taxes: 685.05 Net Pay: 3,403.55

Department: 3252 - JP Prec. 2

Total Direct Deposits: 3,859.96
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
FLOAT	16.00	293.10
Hourly	140.00	2,563.88
SAL	1.00	2,059.29
Vacation	4.00	73.98
Total:	161.00	4,990.25

TAXES

Code	Subject To	Employee	Employer
Federal W/H	4,639.88	389.33	0.00
MC	4,889.39	70.89	70.89
SS	4,889.39	303.14	303.14
Unemployment	2,900.38	0.00	0.01
Total:	763.36	374.04	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	4,990.25	249.51	272.48
550	0.00	61.16	0.00
580	0.00	3.06	0.00
590	0.00	0.00	737.28
610	0.00	13.50	0.00
615	0.00	39.70	0.00
Total:	366.93	1,009.76	

RECAP 3252 - JP Prec. 2

Earnings: 4,990.25 Benefits: 0.00 Deductions: 366.93 Taxes: 763.36 Net Pay: 3,859.96

Department: 3253 - JP Prec. 3

Total Direct Deposits: 3,642.11
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	34.62
Hourly	160.00	2,930.96
SAL	1.00	2,059.29
Total:	161.00	5,024.87

TAXES

Code	Subject To	Employee	Employer
Federal W/H	4,505.43	496.37	0.00
MC	4,756.68	68.97	68.97
SS	4,756.68	294.92	294.92
Unemployment	2,900.72	0.00	0.00
Total:	860.26	363.89	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	5,024.87	251.25	274.37
550	0.00	30.24	0.00
580	0.00	3.06	0.00
590	0.00	159.39	1,148.29
595	0.00	11.46	0.00
615	0.00	67.10	0.00
Total:	522.50	1,422.66	

RECAP 3253 - JP Prec. 3

Earnings: 5,024.87 Benefits: 0.00 Deductions: 522.50 Taxes: 860.26 Net Pay: 3,642.11

Department: 3254 - JP Prect. 4

Total Direct Deposits: 2,628.58
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
Hourly	80.00	1,479.58
SAL	1.00	2,059.29
Total:	81.00	3,538.87

TAXES

Code	Subject To	Employee	Employer
Federal W/H	3,097.50	215.36	0.00
MC	3,274.44	47.48	47.48
SS	3,274.44	203.02	203.02
Unemployment	1,464.46	0.00	0.00
Total:		465.86	250.50

DEDUCTIONS

Code	Subject To	Employee	Employer
400	3,538.87	176.94	193.23
550	0.00	45.70	0.00
580	0.00	3.06	0.00
590	0.00	159.39	779.65
595	0.00	8.60	0.00
615	0.00	50.74	0.00
Total:		444.43	972.88

RECAP 3254 - JP Prect. 4

Earnings:	3,538.87	Benefits:	0.00	Deductions:	444.43	Taxes:	465.86	Net Pay:	2,628.58
-----------	----------	-----------	------	-------------	--------	--------	--------	----------	----------

Department: 4300 - County Sheriff

Total Direct Deposits: 75,737.93
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165	0.00	16.15
165 Stipend w/RET	0.00	537.73
Hourly	2,920.00	71,161.32
OT	187.75	6,845.50
S	126.00	3,002.97
SAL	5.00	14,271.83
Uniform	0.00	974.30
Vacation	124.00	3,139.74
Total:	3,362.75	99,949.54

TAXES

Code	Subject To	Employee	Employer
Federal W/H	92,706.57	8,772.92	0.00
MC	97,703.27	1,416.72	1,416.72
SS	97,703.27	6,057.64	6,057.64
Unemployment	95,960.63	0.00	0.00
Total:		16,247.28	7,474.36

DEDUCTIONS

Code	Subject To	Employee	Employer
400	99,933.39	4,996.70	5,456.35
530	0.00	660.70	0.00
550	0.00	528.11	0.00
551	0.00	259.23	0.00
580	0.00	33.66	0.00
590	0.00	956.34	14,999.82
595	0.00	73.74	0.00
610	0.00	27.00	0.00
615	0.00	428.85	0.00
Total:		7,964.33	20,456.17

RECAP 4300 - County Sheriff

Earnings:	99,949.54	Benefits:	0.00	Deductions:	7,964.33	Taxes:	16,247.28	Net Pay:	75,737.93
-----------	-----------	-----------	------	-------------	----------	--------	-----------	----------	-----------

Department: 4310 - County Jail

Total Direct Deposits: 70,399.78
 Total Check Amounts: 1,605.29

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	233.06
FLOAT	8.00	160.58
Hourly	3,054.75	70,956.22
Misc	1.00	500.00
OT	267.00	9,426.95
S	81.25	2,263.87
SAL	-56.00	5,811.46
Uniform	0.00	825.00
Vacation	110.75	2,629.46
VAC-PAYOUT	42.86	1,078.94
Total:	3,509.61	93,885.54

TAXES

Code	Subject To	Employee	Employer
Federal W/H	86,547.56	7,410.71	0.00
MC	91,241.85	1,322.99	1,322.99
SS	91,241.85	5,656.96	5,656.96
Unemployment	93,445.36	0.00	0.01
Total:		14,390.66	6,979.96

DEDUCTIONS

Code	Subject To	Employee	Employer
400	93,885.54	4,694.29	5,126.15
530	0.00	115.38	0.00
550	0.00	440.18	0.00
551	0.00	115.36	0.00
580	0.00	22.95	0.00
590	0.00	1,317.78	14,673.55
595	0.00	93.17	0.00
610	0.00	13.50	0.00
615	0.00	677.20	0.00
Total:		7,489.81	19,799.70

RECAP 4310 - County Jail

Earnings: 93,885.54 Benefits: 0.00 Deductions: 7,489.81 Taxes: 14,390.66 Net Pay: 72,005.07

Department: 4321 - Constables-Pct. 1

Total Direct Deposits: 3,096.90
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	34.62
Hourly	134.00	2,096.22
SAL	1.00	1,448.45
Uniform	0.00	25.00
Total:	135.00	3,604.29

TAXES

Code	Subject To	Employee	Employer
Federal W/H	3,424.08	51.45	0.00
MC	3,604.29	52.27	52.27
SS	3,604.29	223.46	223.46
Unemployment	2,888.61	0.00	0.01
Total:		327.18	275.74

DEDUCTIONS

Code	Subject To	Employee	Employer
400	3,604.29	180.21	196.80
Total:		180.21	196.80

RECAP 4321 - Constables-Pct. 1

Earnings: 3,604.29 Benefits: 0.00 Deductions: 180.21 Taxes: 327.18 Net Pay: 3,096.90

Department: 4322 - Constables-Pct. 2

Total Direct Deposits: 2,902.78
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	34.62
Hourly	156.00	2,392.64
SAL	1.00	1,448.45
Uniform	0.00	50.00
Total:	157.00	3,925.71

TAXES

Code	Subject To	Employee	Employer
Federal W/H	3,595.17	402.35	0.00
MC	3,791.45	54.97	54.97
SS	3,791.45	235.07	235.07
Unemployment	2,417.64	0.00	0.00
Total:	692.39	692.39	290.04

DEDUCTIONS

Code	Subject To	Employee	Employer
400	3,925.71	196.28	214.35
550	0.00	13.62	0.00
551	0.00	103.84	0.00
590	0.00	0.00	368.64
615	0.00	16.80	0.00
Total:	330.54	330.54	582.99

RECAP 4322 - Constables-Pct. 2

Earnings: 3,925.71 Benefits: 0.00 Deductions: 330.54 Taxes: 692.39 Net Pay: 2,902.78

Department: 4323 - Constables-Pct. 3

Total Direct Deposits: 8,064.89
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	50.77
Hourly	316.50	8,498.58
OT	1.75	47.45
SAL	1.00	1,448.45
Uniform	0.00	50.00
Vacation	8.00	144.62
Total:	327.25	10,239.87

TAXES

Code	Subject To	Employee	Employer
Federal W/H	9,456.19	625.66	0.00
MC	9,968.18	144.55	144.55
SS	9,968.18	618.03	618.03
Unemployment	5,694.23	0.00	0.02
Total:	1,388.24	1,388.24	762.60

DEDUCTIONS

Code	Subject To	Employee	Employer
400	10,239.87	511.99	559.09
550	0.00	30.58	0.00
580	0.00	3.06	0.00
590	0.00	159.39	779.65
595	0.00	13.89	0.00
615	0.00	67.83	0.00
Total:	786.74	786.74	1,338.74

RECAP 4323 - Constables-Pct. 3

Earnings: 10,239.87 Benefits: 0.00 Deductions: 786.74 Taxes: 1,388.24 Net Pay: 8,064.89

Department: 4324 - Constables-Pct. 4

Total Direct Deposits: 3,774.21
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
Hourly	197.50	3,304.20
SAL	1.00	1,448.45
Vacation	16.00	266.54
Total:	214.50	5,019.19

TAXES

Code	Subject To	Employee	Employer
Federal W/H	4,418.65	282.65	0.00
MC	4,709.60	68.28	68.28
SS	4,709.60	291.98	291.98
Unemployment	3,360.79	0.00	0.00
Total:	642.91	360.26	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	5,019.19	250.95	274.05
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	779.65
595	0.00	8.60	0.00
615	0.00	39.70	0.00
Total:	602.07	1,053.70	

RECAP 4324 - Constables-Pct. 4

Earnings: 5,019.19 Benefits: 0.00 Deductions: 602.07 Taxes: 642.91 Net Pay: 3,774.21

Department: 4330 - Driver's License

Total Direct Deposits: 569.97
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
Hourly	48.00	702.24
Total:	48.00	702.24

TAXES

Code	Subject To	Employee	Employer
Federal W/H	667.13	43.44	0.00
MC	702.24	10.18	10.18
SS	702.24	43.54	43.54
Unemployment	702.24	0.00	0.00
Total:	97.16	53.72	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	702.24	35.11	38.34
Total:	35.11	38.34	

RECAP 4330 - Driver's License

Earnings: 702.24 Benefits: 0.00 Deductions: 35.11 Taxes: 97.16 Net Pay: 569.97

Department: 5401 - Juvenile Probation

Total Direct Deposits: 15,963.59
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	163.82
Hourly	513.00	14,115.55
JP COMP TAKEN	22.00	619.25
S	13.00	471.84
SAL	38.00	5,045.19
Vacation	52.00	1,930.13
Total:	562.00	22,345.78

BENEFITS

Pay Code	Units	Pay Amount
JP COMP EARNED	4.50	118.11
Total:	4.50	118.11

TAXES

Code	Subject To	Employee	Employer
Federal W/H	19,233.79	1,686.56	0.00
MC	20,601.07	298.72	298.72
SS	20,601.07	1,277.27	1,277.27
Unemployment	22,345.78	0.00	0.01
Total:		3,262.55	1,576.00

DEDUCTIONS

Code	Subject To	Employee	Employer
400	22,345.78	1,117.28	1,220.09
520	0.00	250.00	0.00
551	0.00	588.44	0.00
552	0.00	192.30	0.00
580	0.00	7.65	0.00
590	0.00	839.61	3,118.60
595	0.00	5.74	0.00
615	0.00	118.62	0.00
Total:		3,119.64	4,338.69

RECAP 5401 - Juvenile Probation

Earnings: 22,345.78 Benefits: 118.11 Deductions: 3,119.64 Taxes: 3,262.55 Net Pay: 15,963.59

Department: 6520 - Building Maintenance

Total Direct Deposits: 8,805.94
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	131.52
Hourly	438.00	8,201.88
S	21.00	390.67
SAL	1.00	1,945.98
Vacation	21.00	405.90
Total:	481.00	11,075.95

TAXES

Code	Subject To	Employee	Employer
Federal W/H	10,372.38	709.08	0.00
MC	10,926.18	158.44	158.44
SS	10,926.18	677.43	677.43
Unemployment	9,629.01	0.00	0.01
Total:		1,544.95	835.88

DEDUCTIONS

Code	Subject To	Employee	Employer
400	11,075.95	553.80	604.75
550	0.00	63.58	0.00
551	0.00	30.75	0.00
580	0.00	7.65	0.00
590	0.00	0.00	1,843.20
595	0.00	5.72	0.00
610	0.00	13.84	0.00
615	0.00	49.72	0.00
Total:		725.06	2,447.95

RECAP 6520 - Building Maintenance

Earnings: 11,075.95 Benefits: 0.00 Deductions: 725.06 Taxes: 1,544.95 Net Pay: 8,805.94

Department: 6550 - Elections

Total Direct Deposits: 4,475.30
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	34.62
Hourly	187.00	3,363.22
OT	3.00	79.76
S	5.00	93.42
SAL	1.00	2,230.77
Total:	196.00	5,801.79

TAXES

Code	Subject To	Employee	Employer
Federal W/H	5,263.43	361.75	0.00
MC	5,553.52	80.53	80.53
SS	5,553.52	344.32	344.32
Unemployment	5,771.55	0.00	0.00
Total:	786.60	424.85	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	5,801.79	290.09	316.77
550	0.00	30.24	0.00
580	0.00	1.53	0.00
590	0.00	159.39	1,148.29
595	0.00	8.58	0.00
615	0.00	50.06	0.00
Total:	539.89	1,465.06	

RECAP 6550 - Elections

Earnings: 5,801.79 Benefits: 0.00 Deductions: 539.89 Taxes: 786.60 Net Pay: 4,475.30

Department: 6560 - Commissioners Court

Total Direct Deposits: 13,227.05
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	228.66
Hourly	72.00	1,384.61
S	8.00	153.85
SAL	9.00	15,542.50
Vacation	16.00	394.24
Total:	87.00	17,703.86

TAXES

Code	Subject To	Employee	Employer
Federal W/H	15,669.44	1,163.72	0.00
MC	16,654.64	241.50	241.50
SS	16,654.64	1,032.58	1,032.58
Unemployment	5,587.14	0.00	0.01
Total:	2,437.80	1,274.09	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	17,703.86	885.20	966.64
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	722.88	3,033.86
595	0.00	19.48	0.00
615	0.00	83.66	0.00
Total:	2,039.01	4,000.50	

RECAP 6560 - Commissioners Court

Earnings: 17,703.86 Benefits: 0.00 Deductions: 2,039.01 Taxes: 2,437.80 Net Pay: 13,227.05

Department: 6580 - Human Resources

Total Direct Deposits: 2,700.57
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	16.15
Hourly	72.00	1,557.69
S	8.00	173.08
SAL	-3.00	1,997.54
Vacation	4.00	105.13
Total:	81.00	3,849.59

TAXES

Code	Subject To	Employee	Employer
Federal W/H	3,623.83	629.78	0.00
MC	3,816.31	55.34	55.34
SS	3,816.31	236.61	236.61
Unemployment	3,835.97	0.00	0.00
Total:	921.73	291.95	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	3,849.59	192.48	210.19
550	0.00	13.62	0.00
580	0.00	1.53	0.00
590	0.00	0.00	368.64
595	0.00	2.86	0.00
615	0.00	16.80	0.00
Total:	227.29	578.83	

RECAP 6580 - Human Resources

Earnings: 3,849.59 Benefits: 0.00 Deductions: 227.29 Taxes: 921.73 Net Pay: 2,700.57

Department: 6590 - Purchasing Department

Total Direct Deposits: 4,500.83
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	66.92
Hourly	160.00	3,230.77
S	3.00	90.87
SAL	-2.00	2,332.20
Total:	161.00	5,720.76

TAXES

Code	Subject To	Employee	Employer
Federal W/H	5,368.17	431.74	0.00
MC	5,654.20	81.98	81.98
SS	5,654.20	350.56	350.56
Unemployment	5,690.52	0.00	0.00
Total:	864.28	432.54	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	5,720.76	286.03	312.36
550	0.00	30.24	0.00
580	0.00	3.06	0.00
590	0.00	0.00	737.28
595	0.00	11.46	0.00
615	0.00	24.86	0.00
Total:	355.65	1,049.64	

RECAP 6590 - Purchasing Department

Earnings: 5,720.76 Benefits: 0.00 Deductions: 355.65 Taxes: 864.28 Net Pay: 4,500.83

Department: 6630 - Grants Department

Total Direct Deposits: 3,559.04
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	34.62
Hourly	76.00	1,588.56
SAL	1.00	2,756.25
Vacation	4.00	83.61
Total:	81.00	4,463.04

TAXES

Code	Subject To	Employee	Employer
Federal W/H	4,205.11	307.31	0.00
MC	4,428.26	64.21	64.21
SS	4,428.26	274.55	274.55
Unemployment	4,447.92	0.00	0.00
Total:	646.07	338.76	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	4,463.04	223.15	243.68
550	0.00	15.12	0.00
590	0.00	0.00	368.64
595	0.00	2.86	0.00
615	0.00	16.80	0.00
Total:	257.93	612.32	

RECAP 6630 - Grants Department

Earnings: 4,463.04 Benefits: 0.00 Deductions: 257.93 Taxes: 646.07 Net Pay: 3,559.04

Department: 6650 - Emerg Mgnt/Homeland Sec

Total Direct Deposits: 4,680.95
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
Hourly	80.00	1,904.98
OT	43.00	1,535.89
SAL	1.00	2,633.88
Total:	124.00	6,074.75

TAXES

Code	Subject To	Employee	Employer
Federal W/H	5,694.74	553.37	0.00
MC	5,998.47	86.98	86.98
SS	5,998.47	371.91	371.91
Unemployment	6,029.05	0.00	0.00
Total:	1,012.26	458.89	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	6,074.75	303.73	331.68
550	0.00	45.70	0.00
580	0.00	1.53	0.00
590	0.00	0.00	737.28
595	0.00	5.72	0.00
615	0.00	24.86	0.00
Total:	381.54	1,068.96	

RECAP 6650 - Emerg Mgnt/Homeland Sec

Earnings: 6,074.75 Benefits: 0.00 Deductions: 381.54 Taxes: 1,012.26 Net Pay: 4,680.95

Department: 7610 - Sanitation Department

Total Direct Deposits: 4,285.38
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	34.62
Hourly	140.00	2,297.58
S	3.00	109.04
SAL	-2.00	2,798.65
Uniform	0.00	25.00
Total:	141.00	5,264.89

TAXES

Code	Subject To	Employee	Employer
Federal W/H	4,945.02	259.67	0.00
MC	5,208.27	75.52	75.52
SS	5,208.27	322.92	322.92
Unemployment	5,219.19	0.00	0.00
Total:		658.11	398.44

DEDUCTIONS

Code	Subject To	Employee	Employer
400	5,264.89	263.25	287.47
550	0.00	45.70	0.00
580	0.00	1.53	0.00
590	0.00	0.00	737.28
595	0.00	2.86	0.00
615	0.00	8.06	0.00
Total:		321.40	1,024.75

RECAP 7610 - Sanitation Department

Earnings: 5,264.89 Benefits: 0.00 Deductions: 321.40 Taxes: 658.11 Net Pay: 4,285.38

Department: 8700 - County Agent

Total Direct Deposits: 2,947.36
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
Hourly	76.00	1,455.12
S	4.00	76.59
SAL	2.00	2,019.24
Total:	82.00	3,550.95

TAXES

Code	Subject To	Employee	Employer
Federal W/H	3,474.36	255.34	0.00
MC	3,550.95	51.49	51.49
SS	3,550.95	220.17	220.17
Unemployment	3,550.95	0.00	0.00
Total:		527.00	271.66

DEDUCTIONS

Code	Subject To	Employee	Employer
400	1,531.71	76.59	83.63
590	0.00	0.00	368.64
Total:		76.59	452.27

RECAP 8700 - County Agent

Earnings: 3,550.95 Benefits: 0.00 Deductions: 76.59 Taxes: 527.00 Net Pay: 2,947.36



Caldwell County, TX

Detail Register

Payroll Summary

Packet: PYPKT02762 - Payroll 7302023 thru 8122023
 Payroll Set: 01 - Payroll Set 01

Pay Period: 07/30/2023 - 08/12/2023

Total Direct Deposits: 385,630.68
 Total Check Amounts: 7,191.59

Males Paid: 148
 Females Paid: 120
 Total Employees: 268

EARNINGS

Pay Code	Units	Pay Amount
165	0.00	16.15
165 Stipend w/RET	0.00	2,026.36
ADA Supplement	0.00	692.31
ADA/ETF Stipend	0.00	723.07
BEREAVEMENT	24.00	447.54
DA Staff Supplement	0.00	1,228.17
FLOAT	49.64	1,071.62
Hourly	14,547.25	320,823.65
JP COMP TAKEN	22.00	619.25
Jud Stip	1.00	3,230.77
LWOP	11.88	0.00
Misc	1.00	500.00
OT	572.50	20,480.64
S	688.92	16,297.86
SAL	-229.00	122,465.91
Uniform	0.00	2,224.30
Vacation	919.06	21,971.30
VAC-PAYOUT	42.86	1,078.94
Total:	16,651.11	515,897.84

BENEFITS

Pay Code	Units	Pay Amount
JP COMP EARNED	4.50	118.11
Total:	4.50	118.11

TAXES

Code	Subject To	Employee	Employer
Federal W/H	471,973.22	39,920.75	0.00
MC	498,383.26	7,226.62	7,226.62
SS	498,383.26	30,899.80	30,899.80
Unemployment	460,720.54	0.00	0.12
Total:		78,047.17	38,126.54

FWH-\$39,920.75
 MC-\$14,453.24
 SS-\$61,799.60

 \$116,173.59

DEDUCTIONS

Code	Subject To	Employee	Employer
400	512,599.66	25,630.04	27,987.93
520	0.00	780.00	0.00
530	0.00	776.08	0.00
550	0.00	2,364.63	0.00
551	0.00	2,215.91	0.00
552	0.00	384.60	0.00
560	0.00	75.00	0.00
580	0.00	171.36	0.00
590	0.00	9,277.68	80,342.23
595	0.00	487.04	0.00
610	0.00	81.34	0.00
615	0.00	2,784.72	0.00
Total:		45,028.40	108,330.16

RECAP 01 - Payroll Set 01

Earnings	515,897.84	Benefits:	118.11	Deductions	45,028.40	Taxes	78,047.17	Net Pay	392,822.27
----------	------------	-----------	--------	------------	-----------	-------	-----------	---------	------------

B. \$116,173.59 Payroll Tax (07/30/2023 – 08/12/2023)

Caldwell County Agenda Item Request Form

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

AGENDA DATE: 08/22/2023

Type of Agenda Item

- Consent Discussion/Action Budget Amendment
 Public Hearing Executive Session Special Presentation

What will be discussed? What is the proposed motion?

\$116,173.59 Payroll Tax (07/30/2023 – 08/12/2023)

1. Costs:

Actual Cost or Estimated Cost \$ 0.00

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

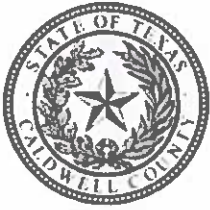
2. Agenda Speakers:

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

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

4. 
Signature of Court Member

8/16/2023
Date



Caldwell County, TX

Detail Register

Payroll Summary

Packet: PYPKT02762 - Payroll 7302023 thru 8122023
 Payroll Set: 01 - Payroll Set 01

Pay Period: 07/30/2023 - 08/12/2023

Males Paid: 148
 Females Paid: 120
 Total Employees: 268

Total Direct Deposits: 385,630.68
 Total Check Amounts: 7,191.59

EARNINGS	Pay Code	Units	Pay Amount
165		0.00	16.15
165 Stipend w/RET		0.00	2,026.36
ADA Supplement		0.00	692.31
ADA/ETF Stipend		0.00	723.07
BEREAVEMENT		24.00	447.54
DA Staff Supplement		0.00	1,228.17
FLOAT		49.64	1,071.62
Hourly		14,547.25	320,823.65
JP COMP TAKEN		22.00	619.25
Jud Stip		1.00	3,230.77
LWOP		11.88	0.00
Misc		1.00	500.00
OT		572.50	20,480.64
S		688.92	16,297.86
SAL		229.00	122,465.91
Uniform		0.00	2,224.30
Vacation		919.06	21,971.30
VAC-PAYOUT		42.86	1,078.94
Total:		16,651.11	515,897.84

BENEFITS	Pay Code	Units	Pay Amount
JP COMP EARNED		4.50	118.11
Total:		4.50	118.11

TAXES	Code	Subject To	Employee	Employer
Federal W/H		471,973.22	39,920.75	0.00
MC		498,383.26	7,226.62	7,226.62
SS		498,383.26	30,899.80	30,899.80
Unemployment		460,720.54	0.00	0.12
Total:			78,047.17	38,126.54

FWH - \$39,920.75
MC - \$14,453.24
SS - \$61,799.60

\$116,173.59

DEDUCTIONS	Code	Subject To	Employee	Employer
400		512,599.66	25,630.04	27,987.93
520		0.00	780.00	0.00
530		0.00	776.08	0.00
550		0.00	2,364.63	0.00
551		0.00	2,215.91	0.00
552		0.00	384.60	0.00
560		0.00	75.00	0.00
580		0.00	171.36	0.00
590		0.00	9,277.68	80,342.23
595		0.00	487.04	0.00
610		0.00	81.34	0.00
615		0.00	2,784.72	0.00
Total:			45,028.40	108,330.16

RECAP 01 - Payroll Set 01

Earnings: 515,897.84 Benefits: 118.11 Deductions: 45,028.40 Taxes: 78,047.17 Net Pay: 392,822.27

3. To approve the Capital Area Council of Governments (CAPCOG) Interlocal Agreement for 9-1-1 Geographic Information System Database Management FY 2024

Caldwell County Agenda Item Request Form

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

AGENDA DATE: 08/22/2023

Type of Agenda Item

- Consent Discussion/Action Budget Amendment
 Public Hearing Executive Session Special Presentation

What will be discussed? What is the proposed motion?

to approve the Capital Area Council of Governments (CAPCOG) Interlocal Agreement for 9-1-1 Geographic Information System Database Management FY 2024

1. Costs:

Actual Cost or Estimated Cost \$ 0.00

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

2. Agenda Speakers:

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

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

4. 
Signature of Court Member

8/9/2023
Date

Capital Area Council of Governments Interlocal Agreement for 9-1-1 Geographic Information System Database Management FY 2024

1. Parties and Purpose

- 1.1. The Capital Area Council of Governments ("CAPCOG") is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, chapter 391 of the Local Government Code. One of CAPCOG's functions includes the operation of the Capital Area Emergency Communications District ("CAECD" or "the District") a regional emergency communications district of the State of Texas organized and operating under Chapter 772, Subchapter G of the Health and Safety Code, as amended. On behalf of the District, CAPCOG desires to ensure the highest quality in its 9-1-1 Geographic Information System (GIS) data in order to ensure the success of the region's transition to Next Generation 9-1-1 emergency communications service within the District.
- 1.2. Caldwell County ("PUBLIC AGENCY") is a Texas County that has agreed to participate in maintaining and updating the district's 9-1-1 GIS database and exercises its authority under Section 251.013 of the Texas Transportation Code to name public roads and assigning address numbers to property located in unincorporated areas of the county.
- 1.3. This Interlocal Agreement (ILA) is entered into between CAPCOG and PUBLIC AGENCY under Chapter 791 of the Texas Government Code in order to compensate the PUBLIC AGENCY for the work required to maintain and update the district's 9-1-1 GIS database.
- 1.4. For the purpose of carrying out CAPCOG's duties and obligations under this agreement, the parties understand and agree that references to CAPCOG includes its employees, officers, directors, volunteers, agents (including the Capital Area Council of Governments – CAPCOG), and their representatives, individually, officially, and collectively.

2. Goods and Services

- 2.1. PUBLIC AGENCY agrees to carry out the scope of work in Attachment A in accordance with the data requirements in Attachment B.

3. Cooperative Purchasing

- 3.1. CAPCOG may periodically identify opportunities to cooperatively purchase goods or services for the 9-1-1 GIS data for participating organizations.
- 3.2. If PUBLIC AGENCY chooses to participate in a cooperative purchase of 9-1-1 GIS goods or services organized by CAPCOG, PUBLIC AGENCY agrees that CAPCOG may deduct the cost of PUBLIC AGENCY's share of those goods or services from the contract price otherwise payable to the PUBLIC AGENCY.

4. Effective Date and Term of Contract

4.1. This contract takes effect October 1, 2023, and terminates on September 30, 2024, unless terminated earlier under Section 10.

5. Contract Price and Payment Terms

5.1. For work performed under this agreement, CAPCOG agrees to compensate PUBLIC AGENCY an amount not to exceed \$101,990.85.

5.2. PUBLIC AGENCY agrees to invoice CAPCOG as follows for deliverables as described in Attachment A for these quarters:

October 1, 2023 – December 31, 2023: \$25,497.71, invoice due by close of business, Monday, January 8, 2024

January 1, 2024 – March 31, 2024: \$25,497.71, invoice due by close of business, Monday, April 5, 2024

April 1, 2024 – June 30, 2024: \$25,497.71, invoice due by close of business, Monday, July 8, 2024, and

July 1, 2024 – September 30, 2024: \$25,497.72, invoice due by close of business, Monday, October 7, 2024.

Timely submission of invoices will be considered in CAPCOG's evaluation of PUBLIC AGENCY's performance of this ILA, and CAPCOG reserves the right to reject any invoice submitted more than 90 days after the end of each quarter.

5.3. PUBLIC AGENCY agrees to submit a performance report along with each invoice in accordance with the scope of work in Attachment A. If CAPCOG determines that PUBLIC AGENCY has not met performance expectations described in Attachment A, CAPCOG will provide a written explanation to PUBLIC AGENCY, and PUBLIC AGENCY agrees to provide, within five business days, a comprehensive explanation of the performance deficiency and a plan for achieving performance targets during the next quarter.

5.4. CAPCOG agrees to pay invoices within 30 days after receiving a correct invoice, after CAPCOG determines that the PUBLIC AGENCY has fulfilled its obligations for the quarter in accordance with Attachment A.

5.5. CAPCOG reserves the right to reject in whole or part a quarterly invoice in part or in whole if PUBLIC AGENCY has not adequately fulfilled its obligations under this ILA.

6. Compliance with Applicable Law and Policy

6.1. PUBLIC AGENCY agrees to comply with all applicable law and policy in carrying out this ILA.

7. Independent Contractor, Assignment, and Subcontracting

7.1. PUBLIC AGENCY is not an employee or agent of CAPCOG, but furnishes goods and services under this ILA solely as an independent contractor.

- 7.2. PUBLIC AGENCY may not assign its rights or subcontract its duties without the written consent of CAPCOG. An attempted assignment or subcontract in violation of this section is void.
 - 7.3. If CAPCOG consents to PUBLIC AGENCY's subcontracting of duties, each subcontract is subject to all of the terms and conditions of this ILA, and PUBLIC AGENCY agrees to furnish a copy of this ILA to each subcontractor and furnish, upon request, a copy of PUBLIC AGENCY's contract with any subcontractor to CAPCOG.
 - 7.4. If PUBLIC AGENCY wishes to assign the role of project representative to anyone other than a PUBLIC AGENCY employee to serve as its project representative for this ILA, it shall provide documentation to CAPCOG that the subcontractor consents to serve in this capacity.
8. Records and Monitoring
- 8.1. PUBLIC AGENCY agrees to maintain records adequate to document its performance and costs of carrying out this ILA at PUBLIC AGENCY's offices.
 - 8.2. Subject to additional requirements of section 8.3, PUBLIC AGENCY agrees to preserve the records for three fiscal years after receiving final payment under this ILA.
 - 8.3. If an audit or information in the records is disputed or the subject of litigation, PUBLIC AGENCY agrees to preserve the records until the dispute or litigation is finally concluded, regardless of the ending or early termination of this contract.
 - 8.4. Upon advance and reasonable notice to the PUBLIC AGENCY, CAPCOG is entitled to inspect and copy, during normal business hours at PUBLIC AGENCY's offices where they are maintained, the records maintained under this contract for as long as they are preserved. CAPCOG is also entitled to visit PUBLIC AGENCY's offices, talk to its personnel, and audit its records, all during normal business hours, to assist in monitoring its performance under this contract.
 - 8.5. CAPCOG reserves the right to visit PUBLIC AGENCY's offices to monitor performance of this contract at least during the performance period to ensure compliance with applicable law and policy. If CAPCOG exercises this option, it will provide PUBLIC AGENCY with a written monitoring report within 30 calendar days of the visit. The report will describe any compliance issues and schedule a follow-up visit if necessary.
 - 8.6. CAPCOG agrees to notify PUBLIC AGENCY at least 24 hours in advance of any intended visit under this Section other than as described in Section 8.5. Upon receipt of CAPCOG's notice, PUBLIC AGENCY agrees to notify the appropriate department(s) specified in the notice of CAPCOG's intended visit.
9. Nondiscrimination and Equal Opportunity
- 9.1. PUBLIC AGENCY shall not exclude anyone or entity from participating in PUBLIC AGENCY's duties under this ILA, deny benefits under this ILA, or otherwise discriminate against anyone in carrying out this contract because of any protected category under CAPCOG's personnel policies, which include race, color, religion, sex, age, disability, handicap, veteran status, national origin, sexual orientation, or gender identity.

- 9.2. If PUBLIC AGENCY procures goods or services with funds made available under this ILA, PUBLIC AGENCY agrees to comply with CAPCOG's affirmative action procurement policy, which is set out in CAECD's 9-1-1 Policies and Procedures Manual.

10. Early Termination of Contract

- 10.1. If CAPCOG or PUBLIC AGENCY breaches a material provision of this ILA, the other may notify the breaching party describing the breach and demanding corrective action. The breaching party has five business days from its receipt of notice to correct the breach, or to begin and continue with reasonable diligence and in good faith to correct the breach. If the breach cannot be corrected within a reasonable time as agreed by the parties, despite the breaching party's reasonable diligence and good faith effort to do so, the non-breaching party may terminate the contract or may invoke the dispute resolution process of section 11.
- 10.2. If this ILA is terminated under this section, CAPCOG and PUBLIC AGENCY are entitled to compensation for goods and services provided the other before receiving notice of the suspension or termination. However, neither CAPCOG nor PUBLIC AGENCY is liable to the other for costs it paid or incurred under this contract made after or in anticipation of its receipt of notice of suspension or termination. The fraction of the maximum amount owed for each period described in sections 5.1 and 5.2 will be calculated based on the quarterly amount and fraction of CAPCOG business days during that quarter when the PUBLIC AGENCY carried out work pursuant to this ILA.
- 10.3. Termination for breach under Section 10.1 does not waive either party's claim for direct damages resulting from the breach, and both CAPCOG and PUBLIC AGENCY among other remedies may withhold from compensation owed the other an amount necessary to satisfy its claim against the other.
- 10.4. The termination of this contract does not affect PUBLIC AGENCY's duty to preserve its records and permit inspection, copying, and auditing of its records and visitation of its premises and personnel under section 8.

11. Dispute Resolution

- 11.1. The parties desire to resolve disputes arising under this ILA without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves. To this end, the parties agree not to sue one another, except to enforce compliance with this Section 11, toll the statute of limitations, or seek an injunction until they have exhausted the procedures set out in this Section 11.
- 11.2. At the written request of either party, each party shall promptly appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising under this ILA. The representatives appointed shall promptly determine the location, format, frequency, and duration of the negotiations.
- 11.3. If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to refer the dispute to the Dispute Resolution Center of

Austin for mediation in accordance with the Center's mediation procedures by a single mediator assigned by the Center. Each party agrees to pay half the cost of the Center's mediation services.

- 11.4. The parties agree to continue performing their duties under this contract, which are unaffected by the dispute, during the negotiation and mediation process.
 - 11.5. If mediation does not resolve the parties' dispute, the parties may pursue their legal and equitable remedies.
 - 11.6. A party's participation in or the results of any mediation or other non-binding dispute resolution process under this section or the provisions of this section shall not be construed as a waiver by party of: (1) any rights, privileges, defenses, remedies, or immunities available to a party; (2) a party's termination rights; or (3) other termination provisions or expiration dates of this ILA.
 - 11.7. Nothing shall prevent either party from resorting to judicial proceedings if (a) good faith efforts to resolve a dispute under these procedures have been unsuccessful, or (b) interim resort to a court is necessary to prevent serious and irreparable injury to a party or to others.
12. Notice to Parties and Project Representatives
- 12.1. Notice to be effective under this ILA must be in writing and received by the party against whom it is to operate. Notice is received by a party: A) when it is delivered to the party personally; B) on the date shown on the return receipt if mailed or registered or certified mail, return receipt requested, to the party's address specified in 12.2 or 12.3 and signed for on behalf of the party; or C) three business days after its deposit in the United States mail, with first-class postage affixed, addressed to the party's address specified in Section 12.2 or 12.3.
 - 12.2. CAPCOG's address is 6800 Burleson Road, Building 310, Suite 165, Austin, TX 78744, Attn: Executive Director.
 - 12.3. PUBLIC AGENCY's address is: 110 South Main Street, Lockhart TX 78644, Attn: Judge Hoppy Haden.
 - 12.4. A party may change its address by providing notice of the change in accordance with Section 12.1.
 - 12.5. Rob Buckhouse, CAPCOG GIS Program Manager, is CAPCOG's Project Representative, who is authorized to give and receive communications and directions on behalf of CAPCOG. All communications including all payment requests must be addressed to the CAPCOG's Project Representative or his designee. CAPCOG's Project Representative or its Executive Director may indicate a designee through an e-mail to PUBLIC AGENCY's project representative. CAPCOG's Project Representative's phone number is (512) 916-6033, and his e-mail is rbuckhouse@capcog.org.
 - 12.6. Jaclyn Archer is PUBLIC AGENCY's Project Representative, who is authorized to give and receive communications and directions on behalf of PUBLIC AGENCY. All communications must be addressed to the PUBLIC AGENCY's Project Representative or her designee. The PUBLIC AGENCY's Project Representative or the individual signing this contract for PUBLIC AGENCY may indicate a designee through an e-mail to CAPCOG's project representative. PUBLIC AGENCY's

Project Representative's phone number is (512) ^{359-4661 x 4661} ~~398-5550-x-215~~, and «her e-mail is jaclyn.archer@co.caldwell.tx.us.

13. Miscellaneous

- 13.1. Each individual signing this contract on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken. The undersigned warrants that he or she: A) has actual authority to execute this contract on behalf of the governing body identified in this agreement; and verifies the governing body, by either minute order, resolution, or ordinance approved this agreement as required by Texas Government Code Section 791, as amended.
- 13.2. This ILA shall be construed and interpreted in accordance with the laws of the State of Texas. Venue for all disputes hereafter shall be solely in Travis County.
- 13.3. This ILA states the entire agreement of the parties, and may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this ILA which are required by changes in Federal or State law or regulation are automatically incorporated into this contract without written amendment hereto and shall become effective on the date designated by such law or regulation.
- 13.4. The following Attachments are part of this ILA: A) Scope of Work; and B) Data Requirements.
- 13.5. This contract is executed in duplicate originals.

CALDWELL COUNTY

CAPITAL AREA COUNCIL OF GOVERNMENTS

By: _____

By: _____

Name: _____

Betty Voights

Title _____

Executive Director

Date: _____

Date: _____

Date of County Governing Body Approval:

Attachment A: Scope of Work

Overview

The goal of this scope of work is to facilitate the exchange of geospatial information between PUBLIC AGENCY and CAPCOG to help ensure efficient and accurate response to emergency calls and text messages in all areas of the Capital Area Emergency Communications District (CAECD). In order to accomplish this:

1. Calls and texts must be routed to the correct public safety answering point (PSAP).
2. The correct emergency service provider must be dispatched to the appropriate location.
3. The emergency responders must be able to know the most efficient route to reach that location.

Definitions

Core 9-1-1 GIS Data Terminology:

1. **9-1-1 GIS Database:** The geospatial database maintained and updated by the PUBLIC AGENCY that includes, at a minimum, all address points (SSAPs), road centerlines (RCLs), PSAP boundaries, Emergency Service Boundaries (ESBs), Emergency Service Zones (ESZs) boundaries, and city limit (municipal) boundaries for the PUBLIC AGENCY's Provisioning Boundary.
2. **Address Points (SSAPs):** A data layer of points identifying sites or structures associated with a street address, or the location of access to a site or structure, but may also represent landmarks.
3. **Automatic Location Information (ALI) Database:** A tabular database of landline telephone numbers with associated location information used to route 9-1-1 calls to a PSAP.
4. **City Limit (Municipal) Boundary:** A polygon data layer representing the geographic extent of a city's administrative boundary, not including any extra-territorial jurisdiction. Updates to City Limit boundaries are used to update PSAP, ESB, and ESZ boundaries.
5. **Data Layer:** Also known as a Feature Class, is a group of geographic features that reside in a table of information with corresponding locations on the earth (map) represented as either points, lines, or polygons.
6. **Feature Class:** See Data Layer.
7. **Legacy Master Street Address Guide (MSAG) Database:** A tabular database of street names and house number ranges within their associated communities defining ESZs and their associated Emergency Service Numbers (ESNs) to enable proper routing of 9-1-1 calls.
8. **Performance Standard Accuracy:** The minimum accuracy rate that must be achieved in each of the Data Hub, EGDMS, and CAPCOG quality control reports.
9. **Positional Accuracy:** The measure of how an object is accurately positioned on the map with respect to its true position on the ground or its intended designation.
10. **Road (Street) Centerlines (RCLs):** A data layer of lines estimating the centerline of a roadway that contains information such as road name, road classification, and address range.
11. **Topology:** The spatial relationships between adjacent or neighboring features.

Specialized NG9-1-1 GIS Terminology:

1. **Database Schema:** Also known as Data Model, is the database structure with regard to field properties, including data type, field value constraints, etc. Converting one database schema to another involves field-matching (field-mapping) and other compatibility considerations.
2. **Emergency Service Boundary (ESB):** A polygon data layer that represents the geographic area of responsibility for emergency response providers within the geographic extent of the Provisioning Boundary. Each 9-1-1 GIS database includes, at a minimum, a law ESB layer, a fire ESB layer, and an Emergency Medical Services (EMS) ESB layer.
3. **Emergency Service Zone (ESZ):** A polygon data layer representing the area within a Provisioning Boundary served by a unique combination of police, fire, and EMS responders.
4. **Geo-MSAG:** A geospatially-based database that replaces the Legacy MSAG and is created and managed using a road centerline GIS dataset. A city or county must first transition from a traditional tabular MSAG to a Geo-MSAG before it can transition to NG9-1-1. In order to qualify to initiate the transition to a Geo-MSAG, a county must achieve at least 98% match between ALI to RCL records as described later in this document.
5. **Globally Unique IDs (GUIDs):** A unique identifier that is assigned to each record (feature) in a PUBLIC AGENCY's 9-1-1 GIS database; a GUID uniquely identifies a feature both within the PUBLIC AGENCY's 9-1-1 GIS database Provisioning Boundary and across all 9-1-1 GIS databases.
6. **Provisioning Boundary:** The authoritative polygon data layer that defines the PUBLIC AGENCY's geographic area of 9-1-1 GIS responsibility. This should be the entire extent of the PUBLIC AGENCY's administrative boundary, plus any other adjacent areas or minus areas within its administrative boundaries as agreed to between the PUBLIC AGENCY and another city or county. Provisioning boundaries may only be modified with express written concurrence between the PUBLIC AGENCY, adjacent PUBLIC AGENCIES, and CAPCOG.

The Provisioning Boundary should include the area that the PUBLIC AGENCY assigns address points and road names under its own authority, plus any other areas that the PUBLIC AGENCY does not have such authority, but with which it has entered into an exclusive agreement to obtain this information for the 9-1-1 GIS database. Situations that may warrant a change to a Provisioning Boundary include (but are not limited to): municipal annexations, disannexations, consolidation of two or more municipalities, formation of new municipalities, changes in PSAP service areas, and changes in emergency responder service areas.

7. **PSAP Boundary:** The authoritative polygon data layer representing the geographic area within a Provisioning Boundary served by a single 9-1-1 call center (a PSAP), to which all emergency requests are initially routed.

Quality Control Terminology:

1. **Accuracy Rate:** The percentage of features that Data Hub, EGDMS, and CAPCOG quality control reports each indicate are free of critical or significant errors and match a related database.
2. **Comprehensive Performance Report:** A monthly CAPCOG produced report that details accuracy and error rates as they relate to the defined performance standards for critical and significant errors. The report will also provide metrics for ALI to RCL and SSAP match rates, legacy errors, and unique features with errors.

3. **Critical Error**: Any error in the PUBLIC AGENCY's 9-1-1 GIS database assessed by EGDMS or Data Hub that cause, or have a potential of causing, a critical fault in the routing of a 9-1-1 emergency service request call or text to the correct PSAP; the EGDMS system prevents data with critical errors from being uploaded to the NG9-1-1 system. Examples include (but are not limited to) gaps and overlaps between several of the data layers described above.
4. **Data Hub**: a cloud-based quality control platform provided by GeoComm that, in addition to being able to identify critical errors, can also identify "significant" and "other" errors in a PUBLIC AGENCY's 9-1-1 GIS database. Data Hub is the system that will provide data to a call taker's map display.
5. **Enterprise Geospatial Data Management System (EGDMS)**: A cloud-based quality control platform provided by AT&T/Intrado used for identifying critical errors that affect call and dispatch routing that will be used by the PUBLIC AGENCY to provision (determines acceptable) data to CAPCOG's NG9-1-1 system for call routing. EGDMS does not assess "significant" errors that affect dispatch.
6. **Error Rate**: The percentage of features that Data Hub, EGDMS, and CAPCOG quality control reports indicate have critical or significant errors, or that do not match a related database.
7. **Legacy Error**: Any error in the PUBLIC AGENCY's 9-1-1 GIS database update that was also present in a preceding update.
8. **New Error**: Any error present in the PUBLIC AGENCY's 9-1-1 GIS database update for the first time.
9. **Other Error**: Any error in the PUBLIC AGENCY's 9-1-1 GIS database identified by GeoComm's Data Hub quality control software other than a "critical" or "significant" error.
10. **Quality Control Reports**: Any of the reports generated by Data Hub, EGDMS, or CAPCOG that evaluates a Feature Class provided by Public Agency and indicates critical, significant, or other errors as well as additional information that evaluates the quality of the data entered relative to requirements for NG9-1-1.
11. **Significant Error**: Any error in the PUBLIC AGENCY's 9-1-1 GIS database update found by GeoComm's Data Hub quality control software that cause, or have a potential of causing, a critical fault in Computer-Aided Dispatch (CAD) mapping platforms or other related systems.

General Terminology:

1. **Submission Window**: The period of time during which Public Agency can upload Feature Class datasets to CAPCOG to be included in the 9-1-1 database. It is defined as ending at the end of the first day of each month and beginning at the start of the day five days prior to the first day of the month.
2. **Quarterly Report**: A report provided by Public Agency each quarter that indicates the work performed on the 9-1-1 GIS database over the course of the previous quarter. This report is used in conjunction with the Public Agency's invoice in order for CAPCOG to provide reimbursement to the Public Agency.

Task 1: Basic Work

Task 1 involves information gathering and data preparation needed for the 9-1-1 GIS database.

Task 1.A: PUBLIC AGENCY shall constantly maintain a comprehensive record of 9-1-1 related information needed for complete and updated 9-1-1 GIS database records in the formats specified for each Feature Class in Attachment B for all areas within the PUBLIC AGENCY's Provisioning Boundary consisting of:

- 1. Street Addresses**
- 2. Roads**
- 3. Municipal boundaries**
- 4. Police ESB**
- 5. Fire ESB**
- 6. Emergency Medical Service ESB**
- 7. ESZs**

Data submitted by PUBLIC AGENCY must adhere to requirements for Feature Class datasets specified in Attachment B.

Task 1.B: PUBLIC AGENCY shall enter into and maintain agreements with all other local governments with the authority to assign address points, assign road names and address ranges, alter municipal boundaries, or change the geographic coverage of emergency service providers in order to ensure that these entities provide such data to PUBLIC AGENCY in a timely manner. When such changes occur, PUBLIC AGENCY shall provide CAPCOG with adequate advance notice of any substantive changes that could or should affect PSAP boundaries, ESB boundaries, provisioning boundaries, or any sub-contracting in order for an orderly transition as a result of any pending new agreement, amendment, or agreement termination. PUBLIC AGENCY shall submit a copy of each of these agreements to CAPCOG no later than October 6, 2023.

Task 1.C: If CAPCOG identifies any situations in which a road centerline is coincident with a Provisioning Boundary, PUBLIC AGENCY is responsible for coordinating with any adjacent agencies sharing responsibility for that road centerline to determine which agency will be responsible for maintaining which portions of the road centerline data to avoid duplication.

Task 1.D: At least once a month, PUBLIC AGENCY shall back up the 9-1-1 GIS database and store it in a secure place. PUBLIC AGENCY shall include a record of the dates the database was backed up in the activity reports that are required to be submitted with quarterly invoices.

Task 1.E: PUBLIC AGENCY shall be responsible for conveying any relevant information from CAPCOG regarding 9-1-1 GIS database integrity to other local governments and governmental entities partially or wholly within its Provisioning Boundary.

Task 1.F: PUBLIC AGENCY shall provide to CAPCOG information from any County Commissioners' Court meetings or City Council meetings that would affect PUBLIC AGENCY's performance of this contract, including (but not limited to) changes to PSAPs, ESBs/ESZs, annexation, or subcontracting. PUBLIC AGENCY's Project Representative is expected to keep track of County Commissioners Court and City Council meeting agendas to determine if an item may affect the performance of this contract, and notify CAPCOG's project representative of any such issues as soon as possible, but no later than 2 days prior to the Commissioners Court or City Council meeting. Such information includes, but is not limited to, annexation notices, disannexation notices, and interlocal agreements related to emergency services and coverage areas. To the extent possible, CAPCOG will use the ESB and ESZ data submitted by the PUBLIC AGENCY in the 9-1-1 system. However, CAPCOG reserves the right to make adjustments to these data

and/or reinstate prior versions if the data submitted by PUBLIC AGENCY are found to have errors. Regardless of any such changes made by local governments within their Provisioning Boundary, those changes will not be made in the 9-1-1 system until this information is provided to CAPCOG, CAPCOG accepts the information, and makes the corresponding changes in the 9-1-1 system. CAPCOG shall make PUBLIC AGENCY aware of any required changes to these boundaries within three business days of being provided with the polygon data. Note that changes to these data may be sent to CAPCOG at any point during the month.

Task 1.G: PUBLIC AGENCY shall send at least one representative to each scheduled 9-1-1 GIS User Group meetings (GMUG) and at least one training workshop hosted by CAPCOG during the performance period of this agreement.

Task 1.H: By October 6, 2023, PUBLIC AGENCY shall submit to CAPCOG a listing of which agencies are responsible for assigning 9-1-1 addresses within all areas of their Provisioning Boundary.

Task 2: Feature Class Quality Control

Task 2 involves uploading the Feature Class datasets to designated quality control services one or more times a month in order to check the integrity of the data for the purpose of ensuring that it is accurate for 9-1-1 use, meets the requirements for an NG9-1-1 system, and gives Public Agency the opportunity to correct errors before submitting the monthly upload required in Task 3.

Task 2.A: Public Agency must download the ALI extract data from the site provided by CAPCOG within seven days of being notified by CAPCOG that it is available.

Task 2.B: Public Agency must upload Feature Class datasets to Data Hub to obtain Quality Control Reports at least once a month, and not more frequent than once per week. The roads (RCL) and street addresses (SSAP) need to be included in every upload. The Municipal Boundaries, Emergency Service Zones (ESZ), Police (ESB), Fire (ESB), and Emergency Medical Service (ESB) Feature Classes only need to be uploaded when the Feature Class has changed since the previous month. The downloaded ALI extract data specified in Task 2.A must be included with at least one of the uploads per month.

Task 2.C: Public Agency must upload Feature Class datasets to EGDMS to obtain Quality Control Reports at least once a month. There is no limit to the number of times that Public Agency can upload data to EGDMS. The roads (RCL) and street addresses (SSAP) need to be included in every upload. The Municipal Boundaries, Emergency Service Zones (ESZ), Police (ESB), Fire (ESB), and Emergency Medical Service (ESB) Feature Classes only need to be uploaded when the Feature Class has changed since the previous month.

Task 2.D: Public Agency must correct any errors that are indicated in the Quality Control Reports obtained by performing Tasks 2.B and 2.C. as soon as possible.

Task 2.E: PUBLIC AGENCY shall address any other discrepancies identified by authorized stakeholders including, but not limited to, PSAP 9-1-1 call-takers and CAPCOG staff.

Task 3: GIS Work for PSAP Map Updates

Task 3 involves GIS work needed for directly maintaining and updating the 9-1-1 GIS database for use in monthly updates to PSAP mapping applications. CAPCOG's expectation is that this work would be performed by a person, either on staff or subcontracted by the PUBLIC AGENCY, with responsibilities,

knowledge, skills, education, and experience comparable to the state's "Geographic Information Specialist II" job description.¹ Task 2 includes the following sub-tasks:

Task 3.A: PUBLIC AGENCY must maintain at least one ESRI ArcGIS software license in order to carry out this work.

Task 3.B: PUBLIC AGENCY shall submit to CAPCOG all information required under Task 1.A that corresponds to GIS data layers in the 9-1-1 GIS database at least once a month in ESRI File geodatabase format (.gdb) pursuant to the specifications in Attachment B and any other CAPCOG guidance during the Submission Window. The latest submission that complies with the Performance Standard Accuracy will be used for the 9-1-1 database update.

Task 3.C: In addition, PUBLIC AGENCY shall maintain the ALI database within the PUBLIC AGENCY's Provisioning Boundary. This includes, but is not limited to, correcting telephone number database errors, maintenance, and quality-control of an accurate 9-1-1 call location map.

Task 4: Updates for Call-Routing

In a NG9-1-1 environment, the GIS database is used not only for PSAP mapping applications, but also to route both cell and landline phone calls to the proper PSAP.

Task 4.A: PUBLIC AGENCY shall submit the most recent 9-1-1 road (RCL) and street address (SSAP) Feature Class datasets to EGDMS at least once during the Submission Window. CAPCOG will assess compliance with Performance Standard Accuracy indicated for each Feature Class in Attachment B based on the last submission during the Submission Window. Road (RCL) updates submitted by PUBLIC AGENCY to EGDMS will automatically update PUBLIC AGENCY's GeoMSAG.

Task 4.B: Public Agency must correct any errors that are indicated in the Quality Control Reports obtained by performing Tasks 3.A prior to the next monthly submission. Failure to make progress in correcting critical errors identified in the prior month's submission will be noted in CAPCOG's Comprehensive Performance Reports and must be noted and explained in Quarterly Reports submitted by PUBLIC AGENCY when submitting an invoice to CAPCOG.

Content of Quarterly Reports

Along with each quarterly invoice, PUBLIC AGENCY will submit an activity report using the templates provided by CAPCOG that contains all of the following information related to activities that occurred in the quarter:

- For each applicable governmental entity with administrative boundaries within PUBLIC AGENCY's Provisioning Boundary, PUBLIC AGENCY shall provide a summary of actions taken each month relevant to the 9-1-1 GIS database, including any new records added since the last update and errors corrected.
- The date and time of the PUBLIC AGENCY's last backup of its 9-1-1 GIS database.
- Dates and basic summaries (such as total number of features) of data submissions to CAPCOG.
- A summary of any work that involved resolution of boundary issues with other entities, correction of errors and resolution of any other issues related to this contract

¹ Available online at: <http://www.hr.sao.texas.gov/CompensationSystem/JobDescriptions/>

- An explanation for any performance issues during the quarter and corrective action that will be taken to address and prevent such issues in the future, including:
 - Late or incomplete data submissions;
 - Failure to meet performance expectations for ALI to RCL match accuracy rates, critical error accuracy rates, or significant error rates; and
 - Any other issue identified by CAPCOG in a Comprehensive Performance Report.

Operational Timeline

The following timeline should be used by PUBLIC AGENCY in planning its submission of data to DataHub and CAPCOG for PSAP map updates (Task 3) and to EGDMS for and call-routing updates (Task 4):

Month	Submission Window	Error Correction Window	CAPCOG Pushes out PSAP Map Update
Oct 2023	2023-09-25 – 2023-10-02	2023-10-03 – 2023-10-06	2023-10-10
Nov 2023	2023-10-25 – 2023-11-01	2023-11-02 – 2023-11-07	2023-11-09
Dec 2023	2023-11-22 – 2023-12-01	2023-12-04 – 2023-12-07	2023-12-11
Jan 2024	2023-12-21 – 2024-01-02	2024-01-03 – 2024-01-08	2024-01-10
Feb 2024	2024-01-25 – 2024-02-01	2024-02-02 – 2024-02-07	2024-02-09
Mar 2024	2024-02-23 – 2024-03-01	2024-03-04 – 2024-03-07	2024-03-11
Apr 2024	2024-03-25 – 2024-04-01	2024-04-02 – 2024-04-05	2024-04-09
May 2024	2024-04-24 – 2024-05-01	2024-05-02 – 2024-05-07	2024-05-09
Jun 2024	2024-05-24 – 2024-06-03	2024-06-04 – 2024-06-07	2024-06-11
Jul 2024	2024-06-24 – 2024-07-01	2024-07-02 – 2024-07-08	2024-07-10
Aug 2024	2024-07-25 – 2024-08-01	2024-08-02 – 2024-08-07	2024-08-09
Sep 2024	2024-08-27 – 2024-09-03	2024-09-04 – 2024-09-06	2024-09-11

Review of Deliverables and Invoices

Upon receipt of each quarterly invoice, CAPCOG will divide payment into sixths, reflecting the submission of a complete road centerline and address point database in each of the three months that is useable in that month's PSAP map update:

1. Month 1: complete, updated road centerline database provided usable for map update by 5th business day of the month: 1/6 of quarterly invoice
2. Month 1: complete, updated address point database provided usable for map update by 5th business day of the month: 1/6 of quarterly invoice
3. Month 2: complete, updated road centerline database provided usable for map update by 5th business day of the month: 1/6 of quarterly invoice
4. Month 2: complete, updated address point database provided usable for map update by 5th business day of the month: 1/6 of quarterly invoice
5. Month 3: complete, updated road centerline database provided usable for map update by 5th business day of the month: 1/6 of quarterly invoice

6. Month 3: complete, updated address point database provided usable for map update by 5th business day of the month: 1/6 of quarterly invoice

CAPCOG Guidance and Direction

In addition to the Comprehensive Performance Reports identified in Task 3.B, CAPCOG may issue technical guidance or direction to PUBLIC AGENCY's Project Representative that provides further clarification, interpretation, and details. Failure to follow any such guidance would constitute a performance deficiency for this agreement.

Attachment B: CAPCOG Next Generation 9-1-1 GIS Data Requirements Version 2 (October 2023)

1 Summary

The following geospatial data and corresponding attribute specifications are required to be regularly maintained by each county for Mapped Automated Location Information (ALI) and use in a Next Generation 9-1-1 system which relies on GIS data for call and dispatch routing through the Emergency Call Routing Function/Location Validation Function (ECRF/LVF) as defined in the *NENA Master Glossary of 9-1-1 Terminology* (see the Reference Documents section at the end of this document).

This document is referenced in the Capital Area Council of Governments Interlocal Agreement for 9-1-1 Geographic Information System Database Management and is commonly called "Attachment B".

The GIS Data requirements in this document are a condensed version of, and based upon, data standards created by NENA (National Emergency Number Association) as they are developed and evolve over time. These data model standards should be more thoroughly reviewed in *NENA Standard for NG9-1-1 GIS Data Model* (see the Reference Documents section at the end of this document).

Specifics regarding address point placement methodologies should be reviewed in *NENA Information Document for Development of Site/Structure Address Point GIS Data for 9-1-1* (see the Reference Documents section at the end of this document).

To the extent possible, CAPCOG will use the ESB and ESZ data submitted by Public Agency in the 9-1-1 system. However, CAPCOG reserves the right to make adjustments to these data or reinstate prior versions if the data submitted are found to have errors. CAPCOG shall make PUBLIC AGENCY aware of any changes it makes to these boundaries within three business days of being provided with the polygon data. Note that changes to these data may be sent to CAPCOG at any point during the month. The local jurisdiction is responsible for downloading and using the latest authoritative version of the ESZ/ESB files used in the 9-1-1 system from CAPCOG at the beginning of each month to avoid repetition of errors if they have occurred.

2 Feature Class Schema Guidelines

The schema for each required dataset includes fields with specific names, data types, and widths. Some fields require a value, others require a value only under certain conditions, some can optionally contain a value or not contain a value, and others must not contain a value. The tables provided in this document in the "Database Format" section for each Feature Class indicate these preferences as well as a description of the values that need to be provided for the field. Additionally, a descriptive name is provided for each field that can be used to easily refer to it in conversation.

The name, data types, and widths are specific to each field and must follow the exact guidelines outlined in the tables for each dataset. When creating datasets, fields must be kept in the same order as listed in the tables.

The tables of field definitions that are included in the “Database Format” section for each Feature Class include the same five columns: FIELD NAME, REQUIRED, TYPE, DESCRIPTION / VALID ENTRIES, and DESCRIPTIVE NAME. A description of each is provided below.

FIELD NAME: The required name for the field that must be entered exactly as it appears in the table. Some field names are all UPPER CASE and some use CamelCase.

DESCRIPTIVE NAME: A name that can be used in conversation to refer to the field that is more easily understandable than the actual field name. The common name is not used in any other context.

REQUIRED: This indicates if the field is required to contain a value, or not. The column indicates one of the following four choices to indicate the value requirement:

- YES – The field MUST contain a non-NULL value and cannot be blank.
- CONDITIONAL – The field must contain a non-NULL value if the attribute information exists in the real world. If no value exists for the feature, the individual value is left:
 - NULL without an empty space (if TEXT),
 - 0 (if LONG), or
 - 0.0 (if FLOAT)
- NO – An optional value can be entered or can be NULL, or
- EMPTY – The field value must be NULL.

TYPE: The TYPE column indicates the data type required for the field.

- TEXT – string of printable UTF-8 characters including any combination of alphabetical letters, numbers, and printable special characters plus spaces. Non-breaking spaces and non-printable characters are not included.
- DATE – Date and time using ISO 8601 compliant formats which are in the format of YYYY-MM-DD HH:MM:SS.
- DOUBLE – double precision floating point numeric values with decimals.
- LONG – whole numeric values ranging from -2,147,483,648 to +2,147,483,647 without decimals.

WIDTH: the number of allowable characters for each field having a TEXT data type.

CASE: the case requirements for the value entered into the field. Allowable cases are:

- UPPER: all characters must be in uppercase
- MIXED: characters should be entered using both uppercase and lowercase as deemed appropriate by Public Agency

DESCRIPTION / VALID ENTRIES: A description of the value that is expected in the field including any required formatting, references to standards to use, valid values if limited to a determined set, required value if it is to be constant across records, and other helpful information.

3 NENA Globally unique IDS (NGUID)

In this version of the NG9-1-1 GIS Data Model, the format of the NENA Globally Unique ID (NGUID) has changed. The changes make the form of these IDs match other similar IDs in *NENA i3 Standard for Next Generation 9-1-1* (see the Reference Documents section at the end of this document). Like the changes in

i3, this change lets a user see what kind of data the ID is from (GIS data), what layer it is from, and which organization created the data. Converting from the NGUID in CAPCOG GIS Data Model Version 1 is simple. A layer-sensitive string precedes the existing data and the "@" sign is replaced with a colon. Additionally, the new format allows a host name containing the agency identifier to be used after the final colon, although using only the agency identifier is acceptable. The extra information in the host name allows more than one system or instance in an agency to create identifiers without a risk of a duplicate identifier. For example, one system could use "system1.example.com" and another could use "system2.example.com."

NGUIDs SHALL be generated and maintained within a GIS database by concatenating "urn:emergency:uid:gis:[Layer Indicator]:[Local Unique ID]:[Agency Identifier/Host Name]" where the elements are defined as:

- urn:emergency:uid:gis – standardized unique prefix that defines this class of IDs associated with GIS data.
- Layer Indicator – the shorter name for the GIS data layer the feature is associated with as defined by the GIS Data Layers Registry in NENA-STA-010 [3]. See section 7.2 in this document for Layer Indicator values.
- Local Unique ID – a GIS Data Provider generated "locally assigned ID," which can be numeric and/or text. This local ID MUST be unique within the GIS Data Provider's dataset for all features associated with a specific Agency Identifier.
- Agency Identifier/Host Name – a fully qualified domain name (FQDN) representing the GIS Data Provider, which is an "Agency." Agency and Agency Identifier are as defined in NENA-STA-010 [3]. The domain name is obtained from any Domain Name System (DNS) registrar.

Each NGUID MUST be unique as an aggregated NGUID following the structure described in this section.

The combination of the Local Unique ID with the rest of the values that construct the NGUID, provides a unique NGUID when multiple Public Agency submissions are aggregated. The NGUID SHOULD be stable for as long as possible, so that it supports the reporting and resolution of errors from a quality control process, including the discrepancy reporting. The consistency of the ID between submissions also assists with managing downstream data sets.

Example NGUID:

urn:emergency:uid:gis:RCL:{AD873541-F41C-409E-A0BE-1B0C583902A4}:wilco.org

In the example above, the parts of the NGUID are:

URN	urn:emergency:uid:gis
Layer Indicator	RCL
Local Unique ID	{AD873541-F41C-409E-A0BE-1B0C583902A4}
Agency Identifier	wilco.org

Layer Indicators

The possible values for the Layer Indicator component of the NGUID must be the one appropriate for the Feature Class as indicated in the table below.

Feature Class	Layer Name
Road Centerline	RCL
Site Structure Address Point	SSAP
Police ESB	Pol
Fire ESB	Fire
EMS ESB	Ems
Incorporated Municipalities	A3

4 Road Centerlines (RCL)

Type of Data: Line

Performance Standard Accuracy: 98%

Positional Accuracy: Street centerlines must be within +/- 5 feet of the center of the roadbed.

This dataset represents road networks in the CAPCOG region. This layer includes the street names and address ranges used to assign an address.

4.1 Graphic (Spatial) Edits

Each named street needs to be represented in the GIS graphically and include attribution for all database fields listed below. All unnamed streets included in the street centerline layer are required to have the designation "Driveway" entered in the St_Name field, "DRVW" entered in the LSt_Name and FULL_NAME fields, and have any other relevant attribute information completed, including the 'CLASS' field. When a street centerline is created or edited, several sources and methods can be used, including current aerial imagery, georeferenced survey plats, computer-aided design (CAD) files, parcels, mapping-grade GPS units in the field, or other authoritative sources or methods. The roadbed is defined as the part on which vehicles travel, noting that when roadways are divided (i.e., by a median) the roadbeds on each side should have a centerline drawn. In all cases each street centerline will need to be split, or checked for gaps, at each jurisdiction and ESN line/boundary intersection.

4.2 Database Format

The following table details the data format requirements for the RCL database.

FIELD NAME	DESCRIPTIVE NAME	REQUIRED	TYPE	WIDTH	CASE	DESCRIPTION/ VALID ENTRIES
DiscrpAgID	Discrepancy Agency ID	YES	TEXT	100	MIXED	Agency that last updated the record. Valid values are: Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, Williamson
DateUpdate	Date Updated	YES	DATE	N/A	N/A	Date of last update using ISO 8601 format
Effective	Effective Date	NO	DATE	N/A	N/A	Date the new record information goes into effect in ISO 8601 format
NGUID	NENA Globally Unique ID	YES	TEXT	254	MIXED	Globally Unique ID for each road segment. Ex urn:emergency:uid:gis:RCL:{AD873541-F41C-409E-A0BE-1B0C583902A4}:wilco.org
AdNumPre_L	Left Address Number Prefix	CONDITIONAL	TEXT	15	MIXED	Part of an address preceding the numeric address on Left

FIELD NAME	DESCRIPTIVE NAME	REQUIRED	TYPE	WIDTH	CASE	DESCRIPTION/ VALID ENTRIES
AdNumPre_R	Right Address Number Prefix	CONDITIONAL	TEXT	15	MIXED	Part of an address preceding the numeric address on Right
COUNTRY	Country	YES	TEXT	2	UPPER	The value must be: US
FromAddr_L	Left FROM Address	YES	LONG	N/A	N/A	Left address number at the FROM node
ToAddr_L	Left TO Address	YES	LONG	N/A	N/A	Left address number at the TO node
FromAddr_R	Right FROM Address	YES	LONG	N/A	N/A	Right address number at the FROM node
ToAddr_R	Right TO Address	YES	LONG	N/A	N/A	Right address number at the TO node
Parity_L	Parity Left	YES	TEXT	1	MIXED	Valid values are: E = Even, O = Odd, B = Both, Z = Zero (if the range is 0 to 0)
Parity_R	Parity Right	YES	TEXT	1	MIXED	Valid values are: E = Even, O = Odd, B = Both, Z = Zero (if the range is 0 to 0)
St_PreMod	Street Name Pre Modifier	CONDITIONAL	TEXT	15	MIXED	Word or phrase separate from type and direction that precedes St_PreDirL e.g., Access, Alternate, Business, Connector, Extension, Scenic, Spur, Ramp Underpass, Overpass
St_PreDir	Street Name Pre Directional	CONDITIONAL	TEXT	9	MIXED	Spelled out leading directional prefix. Valid values are: North, South, East, West, Northwest, Northeast, Southwest, Southeast.
St_PreTyp	Street Name Pre Type	CONDITIONAL	TEXT	20	MIXED	Spelled out word or phrase that precedes and identifies a type of thoroughfare. Must be fully spelled out, e.g., "Farm to Market Road" instead of "FM". Restricted values found in NENA Registry of Street Name Pre Types and Street Name Post Types (see the Reference Documents section at the end of this document).
St_PreSep	Street Name Pre Type Separator	CONDITIONAL	TEXT	20	MIXED	A preposition or prepositional phrase between St_PreTyp and St_Name, e.g., "of the" in "Avenue of the Stars". Restricted to values found in NENA Registry of Street Name Pre Type Separators (see the Reference Documents section at the end of this document).
St_Name	Street Name	YES	TEXT	254	MIXED	Legal street name as assigned by local addressing authority. The street name does not include any street types, directionals, or modifiers, e.g., "Fifth" in "Fifth Avenue" or "2244" in "Farm to Market Road 2244". The value must be "Driveway" for unnamed streets.
St_PosTyp	Street Name Post Type	CONDITIONAL	TEXT	50	MIXED	Word or phrase that follows the St_Name element and identifies a type of thoroughfare in a complete St_Name, e.g., "Parkway" in "Ocean Parkway". Restricted to values found in NENA Registry of Street Name Pre Types

FIELD NAME	DESCRIPTIVE NAME	REQUIRED	TYPE	WIDTH	CASE	DESCRIPTION/ VALID ENTRIES
						and Street Name Post Types (see the Reference Documents section at the end of this document).
St_PosDir	Street Name Post Directional	CONDITIONAL	TEXT	9	MIXED	Trailing directional suffix. Valid values are: North, South, East, West, Northwest, Northeast, Southwest, Southeast.
St_PosMod	Street Name Post Modifier	CONDITIONAL	TEXT	25	MIXED	Word or phrase separate from type and direction that follows St_Name, e.g., "Number 5" in "Fire Road Number 5"; "Northbound" in "North Interstate 35 Northbound"
LSt_PreDir	Legacy Street Name Pre Directional	CONDITIONAL	TEXT	2	UPPER	Leading directional prefix. Valid values are: N = North, S = South, E = East, W = West, NW = Northwest, NE = Northeast, SE = Southeast, and SW = Southwest.
LSt_Name	Legacy Street Name*	CONDITIONAL	TEXT	75	UPPER	Legal street name as assigned by local addressing authority. The value must be "DRVW" for unnamed streets.
LSt_Typ	Legacy Street Name Type*	CONDITIONAL	TEXT	4	UPPER	Type of street following the street name, valid entries on USPS Pub 28, e.g., RD, ST, TRL
LSt_PosDir	Legacy Street Name Post Directional*	CONDITIONAL	TEXT	2	UPPER	Trailing directional suffix. Valid values are: N = North, S = South, E = East, W = West, NW = Northwest, NE = Northeast, SE = Southeast, and SW = Southwest.
FULL_NAME	Full Street Name	YES	TEXT	125	UPPER	Full street name, should be a concatenation of 4 fields: LSt_PreDir, LSt_Name, LSt_Type and LSt_PosDir with no trailing or leading spaces
ESN_L	ESN Left	YES	TEXT	5	N/A	5-digit Emergency Service Number as identified by ESN on Left. If the ESN number has fewer than 5 digits, it must include leading zeros
ESN_R	ESN Right	YES	TEXT	5	N/A	5-digit Emergency Service Number as identified by ESN on Right. If the ESN number has fewer than 5 digits, it must include leading zeros.
MSAGComm_L	MSAG Community Name Left*	CONDITIONAL	TEXT	30	UPPER	Valid service community as identified by MSAG on Left
MSAGComm_R	MSAG Community Name Right*	CONDITIONAL	TEXT	30	UPPER	Valid service community as identified by MSAG on Right
Country_L	Country Left	YES	TEXT	24	UPPER	Value must be: US
Country_R	Country Right	YES	TEXT	24	UPPER	Value must be: US
State_L	State or Equivalent Left (A1)	YES	TEXT	2	UPPER	Value must be: TX
State_R	State or Equivalent Right (A1)	YES	TEXT	2	UPPER	Value must be: TX

FIELD NAME	DESCRIPTIVE NAME	REQUIRED	TYPE	WIDTH	CASE	DESCRIPTION/ VALID ENTRIES
County_L	County or Equivalent Left (A2)	YES	TEXT	100	MIXED	Fully spelled county name on the left side of the road. Valid values are: Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, Williamson.
County_R	County or Equivalent Right (A2)	YES	TEXT	100	UPPER	Fully spelled county name on the right side of the road. Valid values are: Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, Williamson.
AddCode_L	Additional Code Left	CONDITIONAL	TEXT	6	MIXED	A code on the left side of the road that specifies a geographic area
AddCode_R	Additional Code Right	CONDITIONAL	TEXT	6	MIXED	A code on the right side of the road that specifies a geographic area
IncMuni_L	Incorporated Municipality Left (A3)	YES	TEXT	100	MIXED	Name of municipality on Left. If none, populate with "Unincorporated"
IncMuni_R	Incorporated Municipality Right (A3)	YES	TEXT	100	MIXED	Name of municipality on Right. If none, populate with "Unincorporated"
UnincCom_L	Unincorporated Community Left (A4)	NO	TEXT	100	MIXED	The unincorporated community, either within an incorporated municipality or in an unincorporated portion of a county, or both, on the left side of the street, e.g., Del Valle, Kingsland.
UnincCom_R	Unincorporated Community Right (A4)	NO	TEXT	100	MIXED	The unincorporated community, either within an incorporated municipality or in an unincorporated portion of a county, or both, on the right side of the street, e.g., Del Valle, Kingsland.
NbrhdCom_L	Neighborhood Community Left (A5)	NO	TEXT	100	MIXED	Name of neighborhood or subdivision on Left
NbrhdCom_R	Neighborhood Community Right (A5)	NO	TEXT	100	MIXED	Name of neighborhood or subdivision on Right
PostCode_L	Postal Code Left	NO	TEXT	5	MIXED	The ZIP code on the left side of the street
PostCode_R	Postal Code Right	NO	TEXT	5	MIXED	The ZIP code on the right side of the street
PostComm_L	Postal Community Name Left	NO	TEXT	40	MIXED	City name for the ZIP code of an address, as given in the USPS on Left
PostComm_R	Postal Community Name Right	NO	TEXT	40	MIXED	City name for the ZIP code of an address, as given in the USPS on Right
RoadClass	Road Class	NO	TEXT	15	UPPER	See valid Road Class I Types in Section 4.3
CLASS	Road Class Code	YES	TEXT	4	UPPER	Street type designation code (See Road Class Codes in Section 4.4
OneWay	One-Way	NO	TEXT	2	UPPER	Valid values are: B = Both, FT = FROM node to TO node, TF = TO node to FROM node

FIELD NAME	DESCRIPTIVE NAME	REQUIRED	TYPE	WIDTH	CASE	DESCRIPTION/ VALID ENTRIES
SpeedLimit	Speed Limit	NO	LONG	N/A	N/A	Posted speed limit in MPH
Valid_L	Validation Left	NO	TEXT	1	UPPER	Indicates if the address range on the left side of the road segment, relative to the FROM node, should be used for civic location validation. A value of "Y" MAY be entered if any Address Number within the address range on the left side of the road segment should be considered by the LVF to be valid. A value of "N" MAY be entered if the Address Number should only be validated using the SiteStructureAddressPoint layer. If not present, a value of "Y" is assumed.
Valid_R	Validation Right	NO	TEXT	1	UPPER	Indicates if the address range on the right side of the road segment, relative to the FROM node, should be used for civic location validation. A value of "Y" MAY be entered if any Address Number within the address range on the left side of the road segment should be considered by the LVF to be valid. A value of "N" MAY be entered if the Address Number should only be validated using the SiteStructureAddressPoint layer. If not present, a value of "Y" is assumed.
NOTES	Notes	NO	TEXT	75	UPPER	Additional information

4.3 Road Class I Types

The following list of codes are used in the "RoadClass" field in the RCL Database:

- PRIMARY
- SECONDARY
- LOCAL (City, Neighborhood, or Rural Road)
- RAMP
- SERVICE (usually along a limited access highway)
- VEHICULAR TRAIL (4WD, snowmobiles)
- WALKWAY (Pedestrian Trail, Boardwalk)
- ALLEY
- PRIVATE (service vehicles, logging, oil fields, ranches, etc.)
- PARKING LOT
- TRAIL (Ski, Bike, Walking / Hiking Trail)

4.4 Road Class Codes ('Street Type') Designation

The following list of codes are used in the "CLASS" field in the RCL Database:

- IH – Interstate
- US – US highways
- SH – State highways

- **FM** – Farm to Market, Ranch Road, Ranch to Market
- **LS** – City Street, County Road, Park Road, Recreational, Frontage Road
- **AC** – Access Road, Crossover
- **PVT**- Private Road
- **TR** – Toll Road
- **RAMP**- On-ramp, Off-ramp
- **DW** – Driveways

5 Site / Structure Address Points (SSAP)

Type of Data: Point

Performance Standard Accuracy: 98%

Positional Accuracy: Structures or designated site locations must be within +/- 25 feet of their true location or intended designation.

This dataset represents addressable sites, structures, or property entrances that exist within the CAPCOG region.

5.1 Graphic (Spatial) Edits

All addressed site/structures must be represented in the address point layer. When a site/structure point is created or edited, several sources and methods can be used, including aerial imagery, georeferenced survey plats, computer-aided design (CAD) files, parcels, mapping-grade GPS units in the field, or other authoritative sources and methods. When the actual structure location is known, the symbol should represent the general center of the structure. In other cases, please refer to the *NENA Information Document for Development of Site/Structure Address Point GIS Data for 9-1-1* (see the Reference Documents section at the end of this document).

5.2 Database Format

The following table details the data format requirements for the SSAP database.

FIELD NAME	DESCRIPTIVE NAME	REQUIRED	TYPE	WIDTH	CASE	DESCRIPTION/ VALID ENTRIES
DiscrpAgID	Discrepancy Agency ID	YES	TEXT	100	MIXED	Agency that last updated the record. Valid values are: Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, Williamson
DateUpdate	Date Updated	YES	DATE	N/A	N/A	Date of last update using ISO 8601 format
Effective	Effective Date	NO	DATE	N/A	N/A	Date the new record information goes into effect in ISO 8601 format
NGUID	NENA Globally Unique ID	YES	TEXT	254	MIXED	Globally Unique ID for each road segment. Ex. urn:emergency:uid:gis:SSAP:{AD873541-F41C-409E-A0BE-180C583902A4}:wilco.org
Country	Country	YES	TEXT	2		The value must be: US
State	State	YES	TEXT	2		The value must be: TX
County	County	YES	TEXT	100		Fully spelled county name. Valid values are: Bastrop, Blanco, Burnet, Caldwell,

FIELD NAME	DESCRIPTIVE NAME	REQUIRED	TYPE	WIDTH	CASE	DESCRIPTION/ VALID ENTRIES
						Fayette, Hays, Lee, Llano, Travis, Williamson
AddCode	Additional Codd	CONDITIONAL	TEXT	6		A code that specifies a geographic area
AddDataURI	Additional Data URI	CONDITIONAL	TEXT	254		URI for additional data associated with the address point
Inc_Muni	Incorporated Municipality	YES	TEXT	100		Name of municipality. If none, populate with "Unincorporated"
Uninc_Comm	Unincorporated Community	NO	TEXT	100		The unincorporated community, either within an incorporated municipality or in an unincorporated portion of a county, or both
Nbrhd_Comm	Neighborhood Community	NO	TEXT	100		Name of neighborhood or subdivision where the address is located
AddNum_Pre	Address Number Prefix	CONDITIONAL	TEXT	15		Part of an address leading the numeric address
Add_Number	Address Number	YES	LONG	N/A	N/A	Numeric identifier of a location along a thoroughfare
AddNum_Suf	Address Number Suffix	CONDITIONAL	TEXT	15		Part of an address following the address number, e.g., ½, B
St_PreMod	Street Name Pre Modifier	CONDITIONAL	TEXT	15		Word or phrase separate from type and direction that precedes St_Pre_Dir, e.g., Access, Alternate, Business, Connector, Extension, Scenic, Spur, Ramp Underpass, Overpass
St_PreDir	Street Name Pre Directional	CONDITIONAL	TEXT	9	MIXED	Leading directional prefix. Valid values are: North, South, East, West, Northwest, Northeast, Southwest, Southeast. MUST be fully spelled out.
St_PreTyp	Street Name Pre Type	CONDITIONAL	TEXT	20		Spelled out word or phrase that precedes and identifies a type of thoroughfare. Must be fully spelled out, e.g., "Farm to Market Road" for "FM". Restricted values found in NENA Registry of Street Name Pre Types and Street Name Post Types (see the Reference Documents section at the end of this document)
St_PreSep	Street Name Pre Type Separator	CONDITIONAL	TEXT	20		A preposition or prepositional phrase between the Street Name Pre Type and Street Name. Ex. "of the" in "Avenue of the Stars". Restricted to values found in NENA Registry of Street Name Pre Type Separators (see the Reference Documents section at the end of this document).
St_Name	Street Name	YES	TEXT	254		Legal street name as assigned by local addressing authority. The street name does not include any street types, directionals, or modifiers. Ex. "Fifth" in "Fifth Avenue" or "2244" in "Farm to

FIELD NAME	DESCRIPTIVE NAME	REQUIRED	TYPE	WIDTH	CASE	DESCRIPTION/ VALID ENTRIES
						Market Road 2244"
St_PosTyp	Street Name Post Type	CONDITIONAL	TEXT	50		Word or phrase that follows the St_Name element and identifies a type of thoroughfare in a complete street name. Ex, "Parkway" in "Ocean Parkway". Restricted values found in NENA Registry of Street Name Pre Types and Street Name Post Types (see the Reference Documents section at the end of this document)
St_PosDir	Street Name Post Directional	CONDITIONAL	TEXT	9		Trailing directional suffix. Valid values are: North, South, East, West, Northwest, Northeast, Southwest, Southeast.
St_PosMod	Street Name Post Modifier	CONDITIONAL	TEXT	25		Word or phrase separate from type and direction that follows St_Name, e.g., "Number 5" in "Fire Road Number 5"; "Northbound" in "North Interstate 35 Northbound"
LSt_PreDir	Legacy Street Name Pre Directional	CONDITIONAL	TEXT	2		Leading directional prefix. Valid values are: N = North, S = South, E = East, W = West, NW = Northwest, NE = Northeast, SE = Southeast, and SW = Southwest.
LSt_Name	Legacy Street Name	CONDITIONAL	TEXT	75		Legal street name as assigned by local addressing authority
LSt_Typ	Legacy Street Name Type	CONDITIONAL	TEXT	4		Type of street following the street name, valid entries on USPS Pub 28, e.g., RD, ST, TRL.
LSt_PosDir	Legacy Street Name Post Directional	CONDITIONAL	TEXT	2		Trailing directional suffix. Valid values are: N = North, S = South, E = East, W = West, NW = Northwest, NE = Northeast, SE = Southeast, and SW = Southwest.
FULL_NAME	Full Street Name	YES	TEXT	125		Full street name, must be identical to the site's related road FULL_NAME in the RCL Feature Class
FULL_ADDR	Full Address	YES	TEXT	170		Full address, should be a concatenation of AddNum_Pre + Addr_Number + AddNum_Suf + FULL_NAME with no extra, leading or trailing spaces
ESN	ESN	YES	TEXT	5		Emergency Service Number associated with the address and community name preceded by leading zeroes if digits are fewer than 5
MSAGComm	MSAG Community Name	YES	TEXT	30		Valid service community associated with the location of the address, e.g., Del Valle, Kingsland.

FIELD NAME	DESCRIPTIVE NAME	REQUIRED	TYPE	WIDTH	CASE	DESCRIPTION/ VALID ENTRIES
Post_Comm	Postal Community Name	NO	TEXT	40		City name for the ZIP code of an address, as given in the USPS
Post_Code	Postal Code	NO	TEXT	5		5-digit numeric ZIP code area
PostCodeEx	Postal Code Extension	NO	TEXT	4		ZIP code + 4 extension
Building	Building	NO	TEXT	75		One among a group of buildings that have the same address
Floor	Floor	NO	TEXT	75		A floor, story, or level within a building
Unit	Unit	NO	TEXT	75		A suite or group of rooms within a building that share the same entrance
Room	Room	NO	TEXT	75		A single room within a building
Seat	Seat	NO	TEXT	75		A place where a person sits within a building, e.g., cubicle
Addt_Loc	Additional Location Information	NO	Text	225		A part of the sub-address that is not a building, floor, room, or seat
LandmkName	Complete Landmark Name	CONDITIONAL	TEXT	150		The name by which a prominent feature is publicly known or vanity address
Milepost	Milepost	CONDITIONAL	LONG	N/A	N/A	A posted numeric measurement from a given beginning point
Place_Type	Place Type	NO	TEXT	50		Type of feature identified by the address, e.g., residential, office, store, school
Placement	Placement Method	NO	TEXT	25		Methodology used for placement of the address point. Restricted values found in NENA Address Point Placement Registry (see the Reference Documents section at the end of this document)
Longitude	Longitude	YES	DOUBLE	N/A	N/A	Longitude of point in decimal degrees using EPSG: 4326
Latitude	Lattitude	YES	DOUBLE	N/A	N/A	Latitude of point in decimal degrees using EPSG: 4326
Elevation	Elevation	NO	DOUBLE	N/A	N/A	Height above Mean Sea Level in meters
ST_ALIAS	Street Alias	CONDITIONAL	TEXT	125	UPPER	Entire alias street name assigned to related street segment
NOTES	Notes	NO	TEXT	254	MIXED	Additional location information, which is not a building, floor, unit, room, or seat

6 Emergency Service Zones (ESZ)

Type of Data: Polygon

Performance Standard Accuracy: 100%

Positional Accuracy: ESZ boundaries must adhere to the specifications of CAPCOG's QC systems and have no gaps or overlaps within a topology tolerance of 3,600 sq meters.

This dataset consists of the intersection of law enforcement, fire district, and emergency medical service and telephone exchange boundaries in the CAPCOG region.

6.1 Graphic (Spatial) Edits

These areas need to accurately reflect the boundaries of each geographically unique combination of fire, police, EMS responder zones, and telephone exchange boundaries. This layer is created and maintained by overlaying with some combination of street centerlines, municipal (i.e., city limit) boundaries, parcels boundaries, or other data to determine each jurisdiction’s emergency response service areas. As new emergency response services are added to, or change in an area, this boundary file will need to be modified accordingly.

Communications must be regularly preserved with all fire, police, and emergency medical responders to obtain the information required to maintain updated ESZ boundaries. In addition, it is very important that all features with identical attribute information are merged into one multipart polygon.

6.2 Database Format

The following table details the data format requirements for the ESZ database.

FIELD NAME	DESCRIPTIVE NAME	REQUIRED	TYPE	WIDTH	CASE	DESCRIPTION/ VALID ENTRIES
SOURCE	Source	YES	TEXT	75	UPPER	Agency that last updated the record. Valid values are: BASTROP, BLANCO, BURNET, CALDWELL, FAYETTE, HAYS, LEE, LLANO, TRAVIS, WILLIAMSON.
PROVIDER	Provider	EMPTY	TEXT	75	UPPER	The name of the regional 911 authority. <i>CAPCOG will populate.</i>
LAST_MOD	Last Modification	YES	DATE	N/A	UPPER	Date of last update using ISO 8601 format
EFF_DATE	Effective Date	No	DATE	N/A	UPPER	Date the new record information goes into effect in ISO 8601 format
ES_UNQID	Emergency Service Unique ID	EMPTY	TEXT	100	UPPER	ID for each emergency service polygon. <i>CAPCOG will populate.</i>
POLICE	Police	YES	TEXT	60	UPPER	Name of police service provider
FIRE	Fire	YES	TEXT	60	UPPER	Name of fire service provider
MEDICAL	Medical	YES	TEXT	60	UPPER	Name of medical service provider
COUNTRY	Country	YES	TEXT	2	UPPER	The value must be: US
STATE	State	YES	TEXT	2	UPPER	The value must be: TX
COUNTY	County	YES	TEXT	40	UPPER	County name fully spelled out. Valid values are: BASTROP, BLANCO, BURNET, CALDWELL, FAYETTE, HAYS, LEE, LLANO, TRAVIS, WILLIAMSON.
URI	URI	YES	TEXT	254	UPPER	URN/URL for routing. Example: sip:sos@ausxtxem1.travis.tx.us
URN	URN	NO	TEXT	50	UPPER	The URN for the Emergency Service or other Well-Known Service (Example: “urn:service:sos” for a PSAP or “urn:service:sos.ambulance” for an ambulance)

FIELD NAME	DESCRIPTIVE NAME	REQUIRED	TYPE	WIDTH	CASE	DESCRIPTION/ VALID ENTRIES
						service)
ESN	ESN	YES	TEXT	5	UPPER	ESN of the responding agency preceded by '0' if number of digits are fewer than 5.
TANDEM	Tandem	YES	TEXT	3	UPPER	911 Selected Router Code
TANDEM2	Tandem 2	CONDITIONAL	TEXT	3	UPPER	911 Selected Router Code
ESSID	ESSID	EMPTY	TEXT	2	UPPER	Unique tandem routing code CAPCOG will populate
ESNGUID	ESN GUID	EMPTY	TEXT	8	UPPER	Concatenation of ESN and ESSID separated by a single forwardslash "/" CAPCOG will concatenate
AVCARDURI	AV Card ID	CONDITIONAL	TEXT	254	UPPER	URI for the vCARD of contact information

7 Emergency Service Boundaries (ESB)

Type of Data: Polygon

Performance Standard Accuracy: 100%

Positional Accuracy: Emergency Service Boundaries must adhere to the specifications of CAPCOG's QC systems and have no gaps or overlaps within a topology tolerance of 3,600 sq meters.

This dataset consists of Emergency Service Boundary layers that define the geographic area for the primary providers of response services in the CAPCOG region.

7.1 Graphic (Spatial) Edits

Each of these layers is used to determine which Emergency Service Providers are responsible for providing service to a location in the event a selective transfer is desired, to direct an Emergency Incident Data Document to a secondary PSAP for dispatch, or to display the responsible agencies at the PSAP. In addition, Emergency Service Boundaries are used by PSAPs to identify the appropriate entities/first responders to be dispatched. Each Emergency Service Boundary layer may contain one or more polygon boundaries that define the primary emergency services for that geographic area. **In addition, it is very important that all features with identical attribute information are merged into one multipart polygon**

There **MUST** be a separate Emergency Service Boundaries Feature Class for each type of service. At a minimum, the following Emergency Service Boundaries Feature Classes **MUST** be included:

- Police;
- Fire; and
- Emergency Medical Services (EMS).

Other Emergency Service Boundaries layers that **MAY** be included, are:

- Poison Control;
- Forest Service;
- Animal Control; and
- Any other boundary of an emergency service provider that provides service within PUBLIC AGENCY's Provisioning Boundary.

7.2 Database Format

The following table details the data format requirements for the ESB database.

FIELD NAME	DESCRIPTIVE NAME	REQUIRED	TYPE	WIDTH	CASE	DESCRIPTION/ VALID ENTRIES
DISCRPAGID	Discrepancy Agency ID	YES	TEXT	75	MIXED	Agency that last updated the record. Valid values are: Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, Williamson
DATEUPDATE	Date Updated	YES	DATE	26	UPPER	Date of last update using ISO 8601 format
EXPIRE	Expiration Date	EMPTY	TEXT	26	UPPER	Unique tandem routing code CAPCOG will populate
EFFECTIVE	Effective Date	NO	TEXT	26	UPPER	The date and time when the information in the record is no longer considered valid.
ES_NGUID	NENA Globally Unique ID	YES	TEXT	254	UPPER	Globally Unique ID for each road segment. Ex. urn:emergency:uid:gis:{xxx}:(AD873541-F41C-409E-A0BE-1B0C583902A4):wilco.org [xxx] must be replaced with Pol, Fire, or Ems for the corresponding Feature Layer.
STATE	State	YES	TEXT	2	UPPER	The value must be: TX
AGENCYID	Agency Identifier	YES	TEXT	100	UPPER	A Domain Name System (DNS) domain name which is used to uniquely identify an agency. Ex. austintexas.gov
SERVICEURI	Service URI	YES	TEXT	254	UPPER	URN/URL for routing. Example: sip:sos@ausxtxem1.travis.tx.us
SERVICEURN	Service URN	YES	TEXT	50	UPPER	The URN for the Emergency Service or other Well-Known Service*
SERVICENUM	Service Number	YES	TEXT	15	UPPER	The numbers that would be dialed on a 12-digit keypad to reach the emergency service appropriate for the location. Ex: 911
AVCARDURI	AV Card URI	CONDITIONAL	TEXT	254	UPPER	URI for the vCARD of contact information
DISPLAYNAME	Dsisplay Name	YES	TEXT	60	UPPER	Name of the service provider that offers services within the area of an Emergency Service Boundary

8 Municipal Boundaries

Type of Data: Polygon

Performance Standard Accuracy: 100%

Positional Accuracy: Municipal boundaries must adhere to the specifications of CAPCOG's QC systems and have no gaps or overlaps within a topology tolerance of 3,600 sq meters.

This dataset represents municipal boundaries in the CAPCOG region.

8.1 Graphic (Spatial) Edits

When city limits change due to annexations, metes and bounds surveys or other related information must be acquired to update the city limit boundaries. Coordinate geometry (COGO) – is one of the preferred methods for calculating coordinate points from surveys and can be used to update the city limit

boundaries.

8.2 Database Format

The following table details the data format requirements for the Municipal Boundary database.

FIELD NAME	DESCRIPTIVE NAME	REQUIRED	TYPE	WIDTH	CASE	DESCRIPTION/ VALID ENTRIES
DiscrpAgID	Discrepancy Agency ID	YES	TEXT	75	MIXED	Agency that last updated the record. Valid values are: Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, Williamson.
DateUpdate	Date Updated	YES	DATE	N/A	N/A	Date of last update using ISO 8601 format
Effective	Effective Date	NO	DATE	N/A	N/A	Date the new record information goes into effect in ISO 8601format
NGUID	NENA Globally Unique ID	YES	TEXT	254	MIXED	Globally Unique ID for each road segment. Ex. urn:emergency:uid:gis:A3:{AD873541-F41C-409E-A0BE-1B0C583902A4}:wilco.org
Country	Country	YES	TEXT	2	UPPER	The value must be: US
State	State	YES	TEXT	2	UPPER	The value must be: TX
County	County	YES	TEXT	40	UPPER	County name fully spelled out. Valid values are: Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, Williamson
AddCode	Additional Code	NO	TEXT	6	MIXED	A code that specifies a geographic area
Inc_Muni	Incorporated Municipality (A3)	YES	TEXT	100	MIXED	Name of municipality e.g., "Austin"

9 Version 1 to Version 2 Field Mapping Guide

To convert from Version 1 to Version 2, it is necessary to add some fields which did not exist in Version 1. Some of these new fields are effectively renamed versions of the Version 1 fields with no change to the field's attributes. Some of the new fields have a new name and revised attributes, but the data stored in the field is essentially the same as a field in Version 1. The tables below indicate each Version 2 field that is replacing a Version 1 field and indicates if the attributes for the new field remain the same as the attributes for the original field in Version 1.

9.1 RCL Fields

Version 1 Field Name	Version 2 Field Name	Attributes Change
SOURCE	DiscrpAgID	YES
LAST_MOD	DateUpdate	NO
EFF_DATE	Effective	NO
RCL_UNIQID	NGUID	YES
COUNTRY ¹	Country_L	NO
	Country_R	NO
L_STATE	State_L	NO
R_STATE	State_R	No

Version 1 Field Name	Version 2 Field Name	Attributes Change
L_COUNTY	County_L	NO
R_COUNTY	County_R	NO
L_MUNI	IncMuni_L	NO
R_MUNI	IncMuni_R	NO
L_MUNI_DIV	UnincCom_L	NO
R_MUNI_DIV	UnincCom_R	NO
L_NBRHOOD	NbhrdCom_L	NO
R_NBRHOOD	NbhrdCom_R	NO
RF_ADDR	From_Addr_R	NO
RT_ADDR	To_Addr_T	NO
LF_ADDR	From_Addr_L	NO
LT_ADDR	To_Addr_L	NO
L_RNG_PRE	AdNumPre_L	No
L_RNG_PRE	AdNumPre_R	NO
L_PARITY	Parity_L	NO
R_PARITY	Parity_R	NO
L_POST_COM	PostComm_L	NO
R_POST_COM	PostComm_R	NO
L_ZIP	PostCode_L	NO
R_ZIP	PostCode_R	NO
PRE_MOD	St_PreMod	NO
PRE_DIR	St_PreDir	NO
	LSt_PreDir	NO
PRE_TYPE	St_PreTyp	NO
ST_NAME	St_Name	YES
	LSt_Name	NO
ST_TYPE	St_PosTyp	YES
	LSt_Typ	NO
POST_DIR	St_PosDir	YES
	LSt_PosDir	NO
ONE_WAY	OneWay	NO
SP_LIMIT	SpeedLimit	NO
RDCLS_TYP	RoadClass	NO
POST_MOD	St_PosMod	YES
L_MSAG	MSAGComm_L	NO
R_MSAG	MSAGComm_R	NO

Version 1 Field Name	Version 2 Field Name	Attributes Change
L_ESN	ESN_L	NO
R_ESN	ESN_R	NO

¹While the COUNTRY field is being mapped to Country_L and Country_R, the COUNTRY field will remain.

9.2 SSAP Fields

Version 1 Field Name	Version 2 Field Name	Attributes Change
SOURCE	DiscrpAgID	YES
LAST_MOD	DateUpdate	NO
EFF_DATE	Effective	NO
SITEUNIQID	NGUID	YES
COUNTRY	Country	NO
STATE	State	NO
COUNTY	County	NO
MUNICIPAL	IncMuni	NO
NBRHOOD	NbhrdCom	NO
ADDNUM_PRE	AddNum_Pre	NO
ADDR_NUM	Add_Number	NO
ADDNUM_SUF	AddNum_Suf	NO
PRE_MOD	St_PreMod	NO
PRE_DIR	St_PreDir	YES
	LSt_PreDir	NO
PRE_TYPE	St_PreTyp	NO
ST_NAME	St_Name	YES
	LSt_Name	NO
ST_TYPE	St_PosType	YES
	LSt_Typ	NO
POST_DIR	St_PosDir	YES
	LSt_PosDir	NO
POST_MOD	St_PosMod	YES
MSAG_COM	MSAGComm	NO
POSTAL_COM	Post_Comm	NO
ZIP	Post_Code	YES
ZIP4	PostCodeEx	NO
BLDG	Building	NO
FLOOR	Floor	NO
UNIT	Unit	NO

Version 1 Field Name	Version 2 Field Name	Attributes Change
ROOM	Room	NO
SEAT	Seat	NO
LANDMARK	LandmkName	NO
MILEPOST	Milepost	NO
SITE_TYPE	Place_Type	NO
POINT_X	Longitude	NO
POINT_Y	Lattitude	NO
ELEVATION	Elevation	NO

9.3 ESZ Fields

Version 1 Field Name	Version 2 Field Name	Attributes Change
LAW	POLICE	NO

9.4 ESB Fields

No fields to map.

9.5 Municipal Boundaries Fields

Version 1 Field Name	Version 2 Field Name	Attributes Change
SOURCE	DiscrpAgID	YES
LAST_MOD	DateUpdate	NO
EFF_DATE	Effective	NO
MUNIUNIQID	NGUID	YES
COUNTRY	Country	NO
STATE	State	NO
COUNTY	County	NO
MUNI_NM	Inc_Muni	NO

10 Fields No Longer Required

In addition to the fields listed in the Field Mapping Guide above, the following fields that were required in Version 1 are not required in Version 2. Fields that are not required may remain in the Feature Class dataset. They will be ignored during Data Hub, EGDMS, and CAPCOG uploads.

10.1 Road Centerlines (RCL)

- PROVIDER
- SEGMENTID
- ST_ALIAS

10.2 Site / Structure Address Points (SSAP)

- PROVIDER
- SITE_ID

10.3 Emergency Service Zones (ESZ)

No deleted fields

10.4 Emergency Service Boundaries (ESB)

No deleted fields

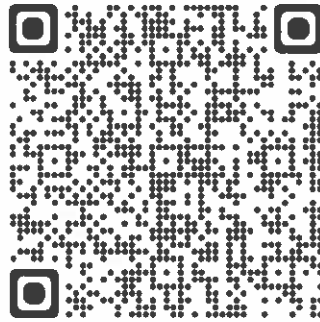
10.5 Municipal Boundaries

- PROVIDER
- POLY_ID

11 Reference Documents

11.1 NENA i3 Standard for Next Generation 9-1-1

https://cdn.ymaws.com/www.nena.org/resource/resmgr/standards/nena-sta-010.3d-2021_i3_stan.pdf



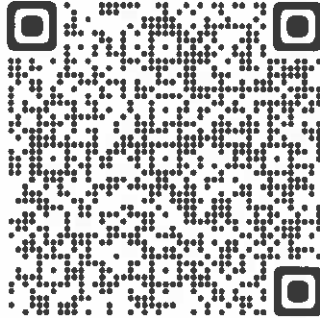
11.2 NENA Standard for NG9-1-1 GIS Data Model

https://cdn.ymaws.com/www.nena.org/resource/resmgr/standards/nena-sta-006.2-2022_ng9-1-1_.pdf



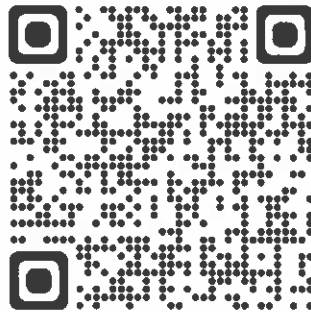
11.3 NENA Information Document for Development of Site/Structure Address Point GIS Data for 9-1-1

https://cdn.ymaws.com/www.nena.org/resource/resmgr/Standards/NENA-INF-014.1-2015_SSAP_INF.pdf



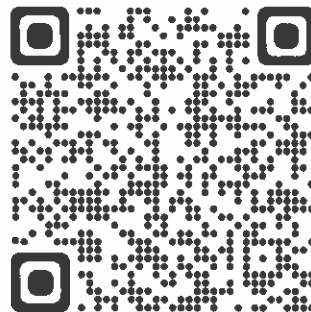
11.4 NENA Master Glossary of 9-1-1 Terminology

<https://kb.nena.org/wiki/Category:Glossary>



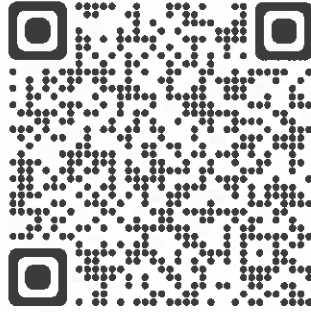
11.5 NENA Registry of Street Name Pre Types and Street Name Post Types

<http://technet.nena.org/nrs/registry/StreetNamePreTypesAndStreetNamePostTypes.xml>



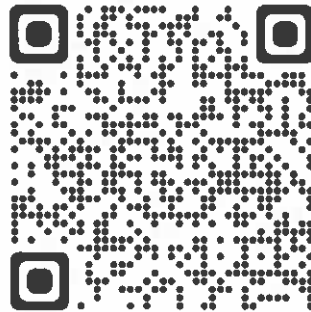
11.6 NENA Registry of Street Name Pre Type Separators

<http://technet.nena.org/nrs/registry/StreetNamePreTypeSeparators.xml>



11.7 NENA Address Point Placement Registry

<http://technet.nena.org/nrs/registry/SiteStructureAddressPointPlacementMethod.xml>



**4. To approve Caldwell County Constable
PCT 1 July 2023 Report**

Caldwell County Agenda Item Request Form

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

AGENDA DATE: 08/22/2023

Type of Agenda Item

- Consent Discussion/Action Budget Amendment
 Public Hearing Executive Session Special Presentation

What will be discussed? What is the proposed motion?

To approve Caldwell County Constable PCT 1 July 2023 report

1. Costs:

Actual Cost or Estimated Cost \$ 0.00

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

2. Agenda Speakers:

	Name	Representing	Title
(1)	_____	_____	_____
(2)	_____	_____	_____
(3)	_____	_____	_____

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

4. 
Signature of Court Member

8/10/2023
Date



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 Hayden

FROM: Constable Verastegui

Subject: Monthly Report July 2023

Sir,

Here is the monthly report for July 2023

- 1. There were a total of 95 citizen contacts.**
- 2. 109 citations were issued and 27 written warnings were given.**
- 3. 38 civil attempts were made with 26 being executed.**
- 4. 1 public assist with 15 agency assist.**
- 5. We currently have two applicants pending and 2 others who are currently filling out paperwork to go through the applicant process.**

We are currently getting deputies ready to fill the three elementary schools located in precinct 1. School begins on the 16th of August and we will have roving patrols in those areas to slow down people as school gets underway.

Respectfully
Clemente Verastegui

**5. To approve the Bond #72501923 –
Elections Administrator**

Caldwell County Agenda Item Request Form

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

AGENDA DATE: 08/22/2023

Type of Agenda Item

- Consent Discussion/Action Budget Amendment
 Public Hearing Executive Session Special Presentation

What will be discussed? What is the proposed motion?

to pay bond for Devante Coe, Elections Administrator

1. Costs:

Actual Cost or Estimated Cost \$ 70.00

Is this cost included in the County Budget? yes

Is a Budget Amendment being proposed? no

2. Agenda Speakers:

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

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

4. 
Signature of Court Member

8/10/2023
Date



Billing Questions (888) 866-2666
Email info@cnasurety.com

Notice of Premium Due 09/19/2023

Premium \$70.00

DEVANTE COE
% CALDWELL COUNTY
PO BOX 98
LOCKHART, TX 78644

Amount Due \$70.00

Bond Detail

Bond # 72501923 Oblige OBLIGEE ADDRESS UNKNOWN
Company Western Surety Company
Term Dates 09/19/2023 to 09/19/2024
Bond Amount \$20,000.00
Description TX Elections Administrator Caldwell County

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
- 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

Devante Coe

Bond # 72501923
Company 0601
Agency 42-00488
Rucker-Ohlendorf Insurance

Payment Due 09/19/2023 Amount Due \$70.00

CNA Surety Direct Bill
P.O. Box 957312
St. Louis, MO 63195-7312

6. To approve the Bond #72575505 – Deputy District Clerk

Caldwell County Agenda Item Request Form

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

AGENDA DATE: 08/22/2023

Type of Agenda Item

- Consent Discussion/Action Budget Amendment
 Public Hearing Executive Session Special Presentation

What will be discussed? What is the proposed motion?

to pay bond for Sharolynn Lipscomb, Deputy District Clerk.

1. Costs:

Actual Cost or Estimated Cost \$ 20.00

Is this cost included in the County Budget? yes

Is a Budget Amendment being proposed? no

2. Agenda Speakers:

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

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

4. 
Signature of Court Member

8/10/2023
Date



Billing Questions (888) 866-2666
Email info@cnasurety.com

Notice of Premium Due 07/10/2023

Premium \$20.00

SHAROLYNN ANNETTE LIPSCOMB
% CALDWELL COUNTY
110 S. MAIN ST
LOCKHART, TX 78644

Amount Due \$20.00

Bond Detail

Bond # 72575505 Oblige OBLIGEE ADDRESS UNKNOWN
Company Western Surety Company
Term Dates 07/10/2023 to 01/14/2024
Bond Amount \$100,000.00
Description TX Deputy District Clerk 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
- 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

Sharolynn Annette Lipscomb
Bond # 72575505
Company 0601
Agency 42-00488
Rucker-Ohlendorf Insurance

Payment Due 07/10/2023 Amount Due \$20.00

**CNA Surety Direct Bill
P.O. Box 957312
St. Louis, MO 63195-7312**

PUBLIC HEARINGS @ 9:30 A.M.

- **FY 2023-2024 Elected Officials' Salaries**

Caldwell County Agenda Item Request Form

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

AGENDA DATE: 8/22/2023

Type of Agenda Item

- Consent
 Discussion/Action
 Budget Amendment
 Public Hearing
 Executive Session
 Special Presentation

What will be discussed? What is the proposed motion?

Regarding the Elected Officials salary for FY 2023-2024

1. Costs:

Actual Cost or Estimated Cost \$ \$ 0.00

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

2. Agenda Speakers:

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

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

4. 
Signature of Court Member

8/10/2023
Date

Hoppy Haden
County Judge
512 398-1808

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

B.J. Westmoreland
Commissioner Precinct 1

Rusty Horne
Commissioner Precinct 2

Edward "Ed" Theriot
Commissioner Precinct 3

Dyral Thomas
Commissioner Precinct 4

County Treasurer
512 398-1800

Danie Teltow
County Auditor
512 398-1801



The following constitutes notice pursuant to Section 152.013 (b) of the Texas Local Government Code of any proposed salary increases. This letter provides notice of the maximum salaries and allowances for Caldwell County elected officials during the 2023-2024 budget year.

Elected County Official	Salary FY 2023	Proposed FY 2024	Dollar Amount	Health Insurance**
County Judge	\$88,496	\$91,151	\$2,655	\$9,920.16
County Commissioners (4)	\$55,271 (4)	\$58,266 (4)	\$2,995	\$9,920.16 (4)
County Treasurer	\$60,444	\$63,541	\$3,097	\$9,920.16
County Tax Assessor	\$60,334	\$63,523	\$3,190	\$9,920.16
County Clerk	\$60,564	\$63,560	\$2,996	\$9,920.16
District Clerk	\$60,597	\$63,564	\$2,967	\$9,920.16
County Court at Law Judge*	\$78,520	\$80,875	\$2,355	\$9,920.16
Justice of the Peace, Pct. 1	\$53,541	\$56,907	\$3,366	\$9,920.16
Justice of the Peace Pct. 2	\$53,541	\$56,907	\$3,366	\$9,920.16
Justice of the Peace Pct. 3	\$53,541	\$56,907	\$3,366	\$9,920.16
Justice of the Peace Pct. 4	\$53,541	\$56,907	\$3,366	\$9,920.16
County Sheriff	\$88,454	\$91,107	\$2,653	\$9,920.16
Constables (4)	\$37,659	\$40,594 (4)	\$2,934	\$9,920.16 (4)

* The amount listed for the County Court at Law Judge only reflects the salary paid by Caldwell County. The County Court at Law Judge also receives salary supplements paid by the County but reimbursed by the State of Texas in the amount of \$84,000.00.

** The amount of Health Insurance costs is based on new rates provided by the insurance carrier.

The proposed salaries noted above will be included in the Caldwell County proposed budget which will be discussed in a public meeting to be held at 9:30 a.m., August 22, 2023 in the Caldwell County Courthouse, 110 S. Main St., Lockhart, TX 78644.

Additionally, listed officials may receive a monthly cell phone stipend between \$75.00 to \$125.00 per month.

Hoppy Haden
County Judge
512 398-1808

County Treasurer
512 398-1800

Danie Teltow
County Auditor
512 398-1801

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



B.J. Westmoreland
Commissioner Precinct 1

Rusty Horne
Commissioner Precinct 2

Edward "Ed" Theriot
Commissioner Precinct 3

Dyral Thomas
Commissioner Precinct 4

NOTICE OF PUBLIC HEARING

REGARDING THE 2023-2024 BUDGET OF CALDWELL COUNTY, TEXAS

A public hearing will be held concerning the proposed 2023-2024 budget of Caldwell County, Texas on August 22, 2023 at 9:30 A.M. at the Caldwell County Courthouse, 110 S. Main St., Lockhart, Texas.

This budget will raise more total property taxes than last year's budget by \$1,492,444 or 17% and of that amount \$843,726.13 is tax revenue to be raised from new property added to the tax roll this year.

Hoppy Haden
County Judge
512 398-1808

County Treasurer
512 398-1800

Danie Teltow
County Auditor
512 398-1801

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



B.J. Westmoreland
Commissioner Precinct 1

Rusty Horne
Commissioner Precinct 2

Edward "Ed" Theriot
Commissioner Precinct 3

Dyral Thomas
Commissioner Precinct 4

The following constitutes notice pursuant to Section 152.013 (b) of the Texas Local Government Code of any proposed salary increases. This letter provides notice of the maximum salaries and allowances for Caldwell County elected officials during the 2023-2024 budget year.

Elected County Official	Salary FY 2023	Proposed FY 2024	Dollar Amount	Health Insurance**
County Judge	\$88,496	\$91,151	\$2,655	\$9,920.16
County Commissioners (4)	\$55,271 (4)	\$58,266 (4)	\$2,995	\$9,920.16 (4)
County Treasurer	\$60,444	\$63,541	\$3,097	\$9,920.16
County Tax Assessor	\$60,334	\$63,523	\$3,190	\$9,920.16
County Clerk	\$60,564	\$63,560	\$2,996	\$9,920.16
District Clerk	\$60,597	\$63,564	\$2,967	\$9,920.16
County Court at Law Judge*	\$78,520	\$80,875	\$2,355	\$9,920.16
Justice of the Peace, Pct. 1	\$53,541	\$56,907	\$3,366	\$9,920.16
Justice of the Peace Pct. 2	\$53,541	\$56,907	\$3,366	\$9,920.16
Justice of the Peace Pct. 3	\$53,541	\$56,907	\$3,366	\$9,920.16
Justice of the Peace Pct. 4	\$53,541	\$56,907	\$3,366	\$9,920.16
County Sheriff	\$88,454	\$91,107	\$2,653	\$9,920.16
Constables (4)	\$37,659	\$40,594 (4)	\$2,934	\$9,920.16 (4)

* The amount listed for the County Court at Law Judge only reflects the salary paid by Caldwell County. The County Court at Law Judge also receives salary supplements paid by the County but reimbursed by the State of Texas in the amount of \$84,000.00.
 ** The amount of Health Insurance costs is based on new rates provided by the insurance carrier.

The proposed salaries noted above will be included in the Caldwell County proposed budget which will be discussed in a public meeting to be held at 9:30 a.m., August 22, 2023 in the Caldwell County Courthouse, 110 S. Main St., Lockhart, TX 78644.

Additionally, listed officials may receive a monthly cell phone stipend between \$75.00 to \$125.00 per month.

PUBLIC NOTICES

NOTICE OF SALE
County, located at the Caldwell Co. Justice Center, 1703 S. Colorado St., Lockhart, Texas. Said Plaintiff's Petition was filed in said court on the 18th day of July 2023, in the case styled: JOHN CAMPBELL JR vs. UNKNOWN HEIRS OF ESTELLE NORTH CAMPBELL ET AL. A brief statement of the nature of this suit is as follows, to wit: Partition suit involving two tracts of land containing 17,383 acres in Caldwell County, Texas, being part of the Adolphin Floyd Survey A-102, and 1,151 acres in Caldwell County, Texas, being part of the Adolphin Floyd Survey A-102 as is more fully shown by Plaintiff's Petition for Partition of Real Property on file in this suit. The Defendant, including their unknown and known but unbound heirs, executors, administrators, successors, assigns, and personal representatives own an aggregate of approximately 26.32% interest in Tract 1, and approximately 14.82 % interest in Tract 2. Attorney for Plaintiff (or plaintiff): ELIZABETH C. BOODY, whose address is 8610 BROADWAY, SUITE 440 SAN ANTONIO, TEXAS 78217. The officer executing this return shall promptly serve the same according to the requirements of law and the mandates hereof and make due return as the law directs issued and given under my hand and seal of the District Court at Lockhart, Texas, this the 31st day of July 2023. Juanita Allen, District Clerk 421st, 22nd, 207th Judicial District Courts Caldwell County, Texas 1703 S. Colorado St., Box 3 Lockhart, Texas 78644 By: Lori Masuca, Deputy

PUBLIC NOTICE

RFO 23CCP01Q Subdivision Engineering Services. See bid qualifications at <https://www.co.caldwell.tx.us/page/caldwellBidRequests> or contact Carolyn Caro-Caldwell County Purchasing Agent at carolyn.caro@co.caldwell.tx.us.

PUBLIC NOTICE

RFB 23CCP01B Unit Road Materials Caldwell County. See bid qualifications at <https://www.co.caldwell.tx.us/page/caldwellBidRequests> or contact Carolyn Caro-Caldwell County Purchasing Agent at carolyn.caro@co.caldwell.tx.us.

NOTICE OF SALE STATE OF TEXAS CALDWELL COUNTY BY VIRTUE OF AN ORDER OF SALE

DIRECT CARE COUNSELORS - Provide positive role modeling, structure, and supervision to adolescent boys. No exp. required, we train comprehensively. Overtime available. \$43,800 Average Annual Income. Flexible 8 & 16 hr shift schedule. Health/life/dental/vision Insurance after 60 days. Min. requirements: Must be 21 yrs old, HSOED, clean TDL, clean criminal history, pre-employment TB skin test, and drug screen. Growing (25+ year old) non-profit organization. www.pegeeschool.net Call (812) 432-1878 for further information.

EM
Cal-Maine Foods, Inc. in Harwood is seeking applicants for **ALL POSITIONS**. To include managers and supervisors. No degree required. Applicants must have their own transportation to and from work. Competitive pay, vacation, sick leave, health, dental & vision insurance, 401k & ESOP. Cal-Maine Foods is an Equal Opportunity Employer. For more information, please call 830-540-3970 M-F 9-5

PUBLIC NOTICES

DATED AUGUST 07, 2023 and issued pursuant to judgment decree(s) of the District Court of Caldwell County, Texas, by the Clerk of said Court on said date, in the hereinafter numbered and styled suit(s) and to me directed and delivered as Sheriff or Constable of said County, I have on August 7, 2023, seized, levied upon, and will, on the first Tuesday in September, 2023, the same being the 5th day of said month, Pursuant to Texas Property Tax Code 34.01, and as further provided in the Resolution To Allow Online Auctions For Tax Foreclosure Sales And To Adopt Rules Governing Online Auctions adopted by vote of Commissioners Court of Caldwell County, Texas, on August 24, 2021 and recorded as Instrument number 2021-007029 in the Official Real Property Records of Caldwell County, Texas. The sale shall be conducted as an ONLINE AUCTION at the following URL: <https://caldwell.texas.sheriffsaleauctions.com>, between the hours of 10 o'clock a.m. and 4 o'clock p.m. on said day, beginning at 10:00 AM, proceed to sell for cash to the highest bidder all the right, title, and interest of the defendants in such suit(s) and to the following described real estate levied upon as the property of said defendants, the same lying and being situated in the County of Caldwell and the State of Texas, to-wit: (any volume and page references, unless otherwise indicated, being to the Dead Records, Caldwell County, Texas, to which instruments reference may be made for a more complete description of each respective tract.) or, upon the written request of said defendants or their attorney, a sufficient portion of the property described above shall be sold to satisfy said judgment(s), interest, penalties, and cost; and any property sold shall be subject to the right of redemption of the defendants or any person having an interest therein, to redeem the said property, or their interest therein, within the time and in the manner provided by law, and shall be subject to any other and further rights to which the defendants or anyone interested therein may be entitled, under the provisions of law. Said sale to be made by me to satisfy the judgment(s) rendered in the above styled and numbered cause(s), together with interest, penalties, and costs of suit, and the proceeds of

PUBLIC NOTICES

said sale to be applied to the satisfaction thereof, and the remainder, if any, to be applied as the law directs. **WELL COUNTY APPRAISAL DISTRICT, ET AL VS. ELGI RUBBER COMPANY, LLC, 7.2762 acres, more or less, Adolphin Floyd Survey, A-102, City of Luling, Texas, described as Exhibit A in Volume 667, Page 451, Official Public Records of Caldwell County, Texas, with an adjudged value of \$893,270.00, and an Estimated minimum opening bid of \$207,175.00, and an Estimated minimum opening bid of \$19,848.00/situs: HOMANNVILLE TRIL. Sale Notes: 19-T-9637, Account No(s): 37060, CALDWELL COUNTY APPRAISAL DISTRICT, ET AL VS. MICHAEL THEODORE AUSTIN, ET AL, Lot 9, Indian Ridge Subdivision, Caldwell County, Texas, described in Volume 478, Page 536, Official Public Records of Caldwell County, Texas, together with a manufactured home bearing Label Nos. PFS0741189/90, Serial Nos. AH010213062AB, situated thereon and perfected as real property by that certain Statement of Ownership and Location filed of record in Instrument No. 2016-004007, Official Public Records of Caldwell County, Texas, with an adjudged value of \$228,160.00, and an Estimated minimum opening bid of \$30,747.00/situs: 825 POLITICAL RD 78644-4337. Sale Notes: 19-T-9739, Account No(s): 21999, CALDWELL COUNTY APPRAISAL DISTRICT, ET AL VS. ELGI RUBBER COMPANY, LLC, 6.219 acres, more or less, Spencer Morris Survey, A-18, City of Luling, Texas, described as Exhibit B in Volume 567, Page 451, Official Public Records of Caldwell County, Texas, with an adjudged value of \$365,700.00, and an Estimated minimum opening bid of \$33,025.00/si-**

Happy Haden
County Judge
512 398-1808

County Treasurer
512 398-1800

Danie Tellow
County Auditor
512 398-1801

PUBLIC NOTICES

lus 2570 E PIERCE Sale Notes: 19-T-9739, Account No(s): 34527, CALDWELL COUNTY APPRAISAL DISTRICT, ET AL VS. ELGI RUBBER COMPANY, LLC, 7.2762 acres, more or less, Adolphin Floyd Survey, A-102, City of Luling, Texas, described as Exhibit A in Volume 667, Page 451, Official Public Records of Caldwell County, Texas, with an adjudged value of \$893,270.00, and an Estimated minimum opening bid of \$51,837.00/situs: 600 N MAGNOLIA AVE 78648-1951. Sale Notes: 21-T-9891, Account No(s) 46400, CALDWELL COUNTY APPRAISAL DISTRICT, ET AL VS. MAYKEL A. MONDRAGON, ET AL, 2.50 acres, more or less, John Molt Survey, A-191, Caldwell County, Texas, described in Instrument No. 125571, Official Records of Caldwell County, Texas, with an adjudged value of \$292,470.00, and an Estimated minimum opening bid of \$20,125.00/situs: 5400 SCHUELKE RD 78640-4114. Sale Notes: Dated at Lockhart, Texas, August 7, 2023, Caldwell County, Texas By Deputy Sheriff Mike Lane. Notes: The Minimum Bid is the lesser of the amount awarded in the judgment plus interest and costs or the adjudged value. However, the Minimum Bid for a person owning an interest in the property or for a person who is a party to the suit (other than a taxing unit), is the aggregate amount of the judgments against the property plus all costs of suit and sale. ALL SALES SUBJECT TO CANCELLATION WITHOUT NOTICE. THERE MAY BE ADDITIONAL TAXES DUE ON THE PROPERTY WHICH HAVE BEEN ASSESSED SINCE THE DATE OF THE JUDGMENT. For more information, contact your attorney or LINEBARGER GOGGAN BLAIR & SAMPSON, LLP, attorney for plaintiffs, at

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



PUBLIC NOTICES

5123985550X203
CITATION BY PUBLICATION
THE STATE OF TEXAS COUNTY OF CALDWELL CAUSE NO. 23-0-164 TO: UNKNOWN HEIRS OF RICHARD WAYNE ROBERTS Notice to defendant: You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 o'clock a.m. On the first Monday after the expiration of 42 days from the date this citation was issued, a default judgment may be taken against you. In addition to filing a written answer with the clerk, you may be required to make initial disclosures to the other parties of this suit. These disclosures generally must be made no later than 30 days after you file our answer with the clerk. Find out more at TexasLawHelp.org. You are hereby commanded to appear by filing a written answer to the Plaintiff's Petition at or before 10:00 o'clock a.m. of the first Monday after the expiration of 42 days from the date of the issuance of this citation, the same being Monday, before the District Court of Caldwell County, located at the Caldwell Co. Justice Center, 1703 S. Colorado St., Lockhart, Texas. Said Plaintiff's Petition was filed in said court on the 1st day of May 2023, in the case styled: QC JOINT VENTURE vs. SONYA MICHELLE ROBERTS, JAMES CARL ROBERTS AND THE UNKNOWN HEIRS OF RICHARD WAYNE ROBERTS. A brief statement of the nature of this suit is as follows, to wit: Suit involving land in Caldwell County, Texas, as is more fully shown by Plaintiff's Petition on file in this suit. Attorney for Plaintiff (or plaintiff): John McGlothlin 133 W. San Antonio, STE 400, San Marcos, Texas 78666. The officer executing this return shall promptly serve the same according to the requirements

B.J. Westmoreland
Commissioner Precinct 1

Rusty Horne
Commissioner Precinct 2

Edward "Ed" Theriot
Commissioner Precinct 3

Dryd Thomas
Commissioner Precinct 4

PUBLIC NOTICES

of law and the mandates hereof and make due return as the law directs. Issued and given under my hand and seal of the District Court at Lockhart, Texas, this the day of Juanita Allen, District Clerk 421st, 22nd, 207th Judicial District Courts Caldwell County, Texas 1703 S. Colorado St., Box 3 Lockhart, Texas 78644 By Ashlee Nolan, Deputy

STATE OF TEXAS TO: SEAN HUIZAR, Respondents, and to all whom it may concern. You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of 20 days after you were served this citation and petition, a default judgment may be taken against you. In addition to filing a written answer with the clerk, you may be required to make initial disclosures to the other parties of this suit. These disclosures generally must be made no later than 30 days after you file our answer with the clerk. Find out more at TexasLawHelp.org. A PETITION FOR PROTECTION OF A CHILD, FOR CONSERVATORSHIP, AND FOR TERMINATION IN SUIT AFFECTING THE PARENT-CHILD RELATIONSHIP was filed by the Texas Department of Protective and Regulatory Services, in the District Court of Caldwell County, Texas on the 21ST day of DECEMBER 2022, bearing cause number 22-F-543, against Respondents PATRICIA MARTINEZ, SEAN HUIZAR, AND JOSHUA HERNANDEZ and entitled, "IN THE INTEREST OF ADRIAN MARTINEZ-HUIZAR, JAEDAN MARTINEZ-HUIZAR, AND NOAH HERNANDEZ, children." The date and place of birth of the child who is the subject of this suit is: Name: ADRIAN MARTINEZ-HUIZAR

The following constitutes notice pursuant to Section 152.011 (b) of the Texas Local Government Code of any proposed salary increases. This letter provides notice of the maximum salaries and allowances for Caldwell County elected officials during the 2023-2024 budget year.

Elected County Official	Salary FY 2023	Proposed FY 2024	Dollar Amount	Health Insurance**
County Judge	\$88,496	\$91,151	\$2,655	\$9,920.16
County Commissioners (4)	\$55,271 (4)	\$58,266 (4)	\$2,995	\$9,920.16 (4)
County Treasurer	\$60,444	\$63,541	\$3,097	\$9,920.16
County Tax Assessor	\$60,334	\$63,523	\$3,190	\$9,920.16
County Clerk	\$60,564	\$63,560	\$2,996	\$9,920.16
District Clerk	\$60,597	\$63,564	\$2,967	\$9,920.16
County Court at Law Judge*	\$78,520	\$80,875	\$2,355	\$9,920.16
Justice of the Peace, Pct. 1	\$53,541	\$56,907	\$3,366	\$9,920.16
Justice of the Peace Pct. 2	\$53,541	\$56,907	\$3,366	\$9,920.16
Justice of the Peace Pct. 3	\$53,541	\$56,907	\$3,366	\$9,920.16
Justice of the Peace Pct. 4	\$53,541	\$56,907	\$3,366	\$9,920.16
County Sheriff	\$88,454	\$91,107	\$2,653	\$9,920.16
Constables (4)	\$37,659	\$40,594 (4)	\$2,934	\$9,920.16 (4)

* The amount listed for the County Court at Law Judge only reflects the salary paid by Caldwell County. The County Court at Law Judge also receives salary supplements paid by the County but reimbursed by the State of Texas in the amount of \$84,000.00.
** The amount of Health Insurance costs is based on new rates provided by the insurance carrier.

The proposed salaries noted above will be included in the Caldwell County proposed budget which will be discussed in a public meeting to be held at 9:30 a.m., August 22, 2023 in the Caldwell County Courthouse, 110 S. Main St., Lockhart, TX 78644.

Additionally, listed officials may receive a monthly cell phone stipend between \$15.00 to \$125.00 per month.

- **FY 2023-2024 Budget**

Caldwell County Agenda Item Request Form

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

AGENDA DATE: 8/22/2023

Type of Agenda Item

- Consent Discussion/Action Budget Amendment
 Public Hearing Executive Session Special Presentation

What will be discussed? What is the proposed motion?

Regarding the FY 2023-2024 Budget

1. Costs:

Actual Cost or Estimated Cost \$ \$ 0.00 _____

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

2. Agenda Speakers:

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

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

4. 
Signature of Court Member

8/10/2023
Date

Hoppy Haden
County Judge
512 398-1808

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

B.J. Westmoreland
Commissioner Precinct 1

Rusty Horne
Commissioner Precinct 2

Edward "Ed" Theriot
Commissioner Precinct 3

Dyral Thomas
Commissioner Precinct 4

County Treasurer
512 398-1800

Danie Teltow
County Auditor
512 398-1801



NOTICE OF PUBLIC HEARING

REGARDING THE 2023-2024 BUDGET OF CALDWELL COUNTY, TEXAS

A public hearing will be held concerning the proposed 2023-2024 budget of Caldwell County, Texas on August 22, 2023 at 9:30 A.M. at the Caldwell County Courthouse, 110 S. Main St., Lockhart, Texas.

This budget will raise more total property taxes than last year's budget by \$1,492,444 or 17% and of that amount \$843,726.13 is tax revenue to be raised from new property added to the tax roll this year.

Post Register

Happy Haden
County Judge
512 398-1808

County Treasurer
512 398-1800

Dante Teltow
County Auditor
512 398-1801

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



B.J. Westmoreland
Commissioner Precinct 1

Rusty Horne
Commissioner Precinct 2

Edward "Ed" Theriot
Commissioner Precinct 3

Dyral Thomas
Commissioner Precinct 4

NOTICE OF PUBLIC HEARING

REGARDING THE 2023-2024 BUDGET OF CALDWELL COUNTY, TEXAS

A public hearing will be held concerning the proposed 2023-2024 budget of Caldwell County, Texas on August 22, 2023 at 9:30 A.M. at the Caldwell County Courthouse, 110 S. Main St., Lockhart, Texas.

This budget will raise more total property taxes than last year's budget by \$1,492,444 or 17% and of that amount \$843,726.13 is tax revenue to be raised from new property added to the tax roll this year.

Happy Haden
County Judge
512 398-1808

County Treasurer
512 398-1800

Dante Teltow
County Auditor
512 398-1801

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



B.J. Westmoreland
Commissioner Precinct 1

Rusty Horne
Commissioner Precinct 2

Edward "Ed" Theriot
Commissioner Precinct 3

Dyral Thomas
Commissioner Precinct 4

The following constitutes notice pursuant to Section 152.013 (b) of the Texas Local Government Code of any proposed salary increases. This letter provides notice of the maximum salaries and allowances for Caldwell County elected officials during the 2023-2024 budget year.

Elected County Official	Salary FY 2023	Proposed FY 2024	Dollar Amount	Health Insurance**
County Judge	\$88,496	\$91,151	\$2,655	\$9,920.16
County Commissioners (4)	\$55,271 (4)	\$58,266 (4)	\$2,995	\$9,920.16 (4)
County Treasurer	\$60,444	\$63,541	\$3,097	\$9,920.16
County Tax Assessor	\$60,334	\$63,523	\$3,190	\$9,920.16
County Clerk	\$60,564	\$63,560	\$2,996	\$9,920.16
District Clerk	\$60,597	\$63,564	\$2,967	\$9,920.16
County Court at Law Judge*	\$78,520	\$80,875	\$2,355	\$9,920.16
Justice of the Peace Pct. 1	\$53,541	\$56,907	\$3,366	\$9,920.16
Justice of the Peace Pct. 2	\$53,541	\$56,907	\$3,366	\$9,920.16
Justice of the Peace Pct. 3	\$53,541	\$56,907	\$3,366	\$9,920.16
Justice of the Peace Pct. 4	\$53,541	\$56,907	\$3,366	\$9,920.16
County Sheriff	\$88,454	\$91,107	\$2,653	\$9,920.16
Constables (4)	\$37,659	\$40,594 (4)	\$2,934	\$9,920.16 (4)

* The amount listed for the County Court at Law Judge only reflects the salary paid by Caldwell County. The County Court at Law Judge also receives salary supplements paid by the County but reimbursed by the State of Texas in the amount of \$84,000.00.
** The amount of Health Insurance costs is based on new rates provided by the insurance carrier.

The proposed salaries noted above will be included in the Caldwell County proposed budget which will be discussed in a public meeting to be held at 9:30 a.m., August 22, 2023 in the Caldwell County Courthouse, 110 S. Main St., Lockhart, TX 78644.

Additionally, listed officials may receive a monthly cell phone stipend between \$75.00 to \$125.00 per month.

THURSDAY, AUGUST 17, 2023

LULING NEWSBOY & SIGNAL

Application has been made with the Texas Alcoholic Beverage Commission for a Mixed Beverage (MB) Permit by Vann Structures, LLC dba The Station, to be located at 102 & 106 W. Pierce St. Luling, Caldwell County, Texas 78648. Officers of said corporation are Stacy Cappleman (President) and Chase Cappleman (Vice President).

Notice of Sale

Sale of property to satisfy a landlord's lien. Sale to be held at Luling Self Storage, Inc. 1401 N. Magnolia Luling, Texas 78648 on Saturday, August 12, 2023 at 9:00am. Seller reserves the right to withdraw property anytime before sale and sold as-is to highest bidder.

Property belonging to
A. Floyd, L. Barton, B. Roper.

NOTICE OF PUBLIC HEARING

REGARDING THE 2023-2024 BUDGET OF CALDWELL COUNTY, TEXAS

A public hearing will be held concerning the proposed 2023-2024 budget of Caldwell County, Texas on August 22, 2023 at 9:30 A.M. at the Caldwell County Courthouse, 110 S. Main St., Lockhart, Texas.

This budget will raise more total property taxes than last year's budget by \$1,492,444 or 17% and of that amount \$843,726.13 is tax revenue to be raised from new property added to the tax roll this year.

SUBSCRIBE
to DEMOCRACY
Support Local Journalism



Mill Scale expands with Lockhart facility

Mill Scale Metalworks, an industry leader in metal fabrication, has announced a groundbreaking ceremony for its new headquarters in Lockhart. This 10,000-square-foot facility will focus on the production of top-of-the-line barbecue smokers and grills, catering to the needs of backyard

enthusiasts and culinary professionals.

The forthcoming fabrication shop marks a significant milestone for Mill Scale Metalworks, as it expands its capacity to deliver exceptional craftsmanship and innovative design in the heart of the barbecue capital of the world.

With a reputation for solid performance and

meticulous attention to detail, the company is dedicated to providing superior products that meet evolving demands of its customers.

This expansion will allow us to further showcase our expertise in custom metal fabrication, and deliver outstanding smokers and grills that combine functionality, durability

and aesthetic appeal," said Matt Johnson, co-founder of Mill Scale Metalworks.

The new building will also include a retail showroom which will provide an immersive environment for customers to explore Mill Scale's diverse product line.

CLASSIFIEDS

PUBLIC NOTICES

PUBLIC NOTICE
Caldwell County proposes to build a 199 foot tower for communication purposes. The geodetic coordinates of the site are: 29-52-31.3N, 97-39-13.0W. The FCC ASR

PUBLIC NOTICES

file number is A1249124. Interested persons may review the application (www.kcc.gov/asr/applications) by entering the file number. Environmental concerns may be raised

PUBLIC NOTICES

by filing a Request for Environmental Review www.kcc.gov/asr/environmentalrequest. The mailing address to file a paper copy is: FCC Requests for Environmental Review,

PUBLIC NOTICES

Attn: Ramon Williams, 445 12th Street SW, Washington, DC 20554

SMALL TAXING UNIT NOTICE

The Gonzales Co. Underground Water Conservation District will hold a meeting at 5:30 PM on September 12, 2023 at 522 Saint Matthew, Gonzales, Texas to consider adopting a proposed tax rate for tax year 2023.

The proposed tax rate is \$0.003174 per \$100 of value.

The proposed tax rate will increase total taxes in Gonzales Co. Underground Water Conservation District by 8.14%.

Visit Texas.gov/PropertyTaxes to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property. The 96th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

NOTICE TO CREDITORS

Notice is hereby given that original Letters Testamentary for the Estate of Ronnie B. Mullen, Sr. (also known as Ronald Britt Mullen, Sr.), Deceased, were issued on August 8, 2023, in Cause No. 10892, pending in the County Court-at-Law of Caldwell County, Texas, to: Pama L. Mullen. All persons having claims against this Estate which is currently being administered are required to present them to the undersigned within the time and in the manner prescribed by law. c/o: M. Elizabeth Raxter Attorney at Law 705 State Park Rd, Lockhart, Texas 78644 DATED the 8th day of August, 2023.

PUBLIC NOTICES

/s/ M. Elizabeth Raxter M. Elizabeth Raxter Attorney for Pama L. Mullen State Bar No. 24450084 705 State Park Rd Lockhart, Texas 78644 Telephone: (512) 398-6996 Facsimile: (512) 668-4501 E-mail: eraxter@tx-etderlaw.com

NOTICE TO CREDITORS

Notice is hereby given that original Letters Testamentary for the Estate of Michael A. Hodges, Deceased, were issued on August 8, 2023, in Cause No. 10896, pending in the County Court-at-Law of Caldwell County, Texas, to: Cassandra Monahan. All persons having claims against this Estate which is currently being administered are required to present them to the undersigned within the time and in the manner prescribed by law.

c/o: M. Elizabeth Raxter Attorney at Law 705 State Park Rd, Lockhart, Texas 78644 DATED the 8th day of August, 2023. /s/ M. Elizabeth Raxter M. Elizabeth Raxter Attorney for Cassandra Monahan State Bar No.: 24050084 705 State Park Rd, Lockhart, Texas 78644 Telephone: (512) 398-6996 Facsimile: (512) 668-4501 E-mail: eraxter@tx-etderlaw.com

NOTICE TO CREDITORS

Notice is hereby given that original Letters Testamentary for the Estate of Paulett C. Housewright, Deceased, were issued on August 8, 2023, in Cause No. 10,877, pending in the County Court-at-Law of Caldwell County, Texas, to: Robert G. Housewright, Sr. All persons having claims against this Estate which is currently being administered are required to present them to the undersigned within the time and in the manner prescribed by law.

c/o Robert W. Bland Attorney at Law P.O. Box 118 Gonzales, TX 78629 Dated the 8th day of August, 2023 Robert W Bland Attorney for Robert G. Housewright, Sr. State Bar No.: 24044756 Telephone: (830) 872-2437 Facsimile: (830) 872-2439 E-mail: roland@gvec.net

PUBLIC NOTICES

FEES

Notice is hereby given pursuant to Texas Local Government Code, Chapter 395, that the Board of Directors of the County Line Special Utility District will hold a public hearing at its regular meeting, open to the public, on Monday, September 18, 2023, at 6:30 p.m., located at the County Line Special Utility District Office, 8870 Camino Real, Umland, Texas 78640. The purpose of the public hearing is to consider the amendment of the wastewater Land Use Assumptions, Capital Improvements Plan, and imposition of a wastewater impact fee. A copy of these documents is available for public viewing prior to the hearing at the County Line Special Utility District Office at the address above. Any member of the public has the right to appear at the hearing and present evidence for or against the plan and proposed fee.

AUCTION-NOTICE OF PUBLIC SALE

To satisfy Landlord's Lien at CenTex Storage, 1414 S. Colorado St., Lockhart, TX, 78644, on Thursday, August 24th, 2023 at 10:00am. Property includes contents of 1) Crystal Guel: Couch, Table and Chairs, End Tables, Bed, Washer and Dryer.

CITATION BY PUBLICATION

CAUSE NO. 23-0-319 TO: UNKNOWN HEIRS OF ESTELLE NORTH CAMPBELL; THE UNKNOWN HEIRS OF JOSEPH CAMPBELL; THE UNKNOWN HEIRS OF BEVERLY CAMPBELL; AND THE UNKNOWN HEIRS OF HAROLD J. TENNELL. Notice to defendant: You have been sued.

You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 o'clock a.m. on the first Monday after the expiration of 42 days from the date this citation was issued, a default judgment may be taken against you. In addition to filing a written answer with the clerk, you may be required to make initial disclosures to the other parties of this suit. These disclosures generally must be made no later than 30 days after you file our answer with the clerk. Find out more at TexasLawHelp.org. You are hereby commanded to appear by filing a written answer to the Plaintiff's Petition at or before 10:00 o'clock a.m. of the first Monday after the expiration of 42 days from the date of the issuance of this citation, the same being Monday, before the District Court of Caldwell

Start earning today with Bank OZK!

5.00% APY*
7-MONTH CD OR IRA CD** SPECIAL

5.50% APY*
13-MONTH CD OR IRA CD** SPECIAL

Visit one of our Austin, Lockhart or Cedar Park locations or open an account online at ozk.com**

Bank OZK
Greater awaits™

ozk.com | Member FDIC

*Annual Percentage Yield (APY) effective as of the publication date. Offer applies to new CDs only. \$1,000 minimum deposit to open and is required to earn stated APY. Penalty for early withdrawal. IRA CD is subject to eligibility requirements. Offer not available to Public Utility, farmers, students and other financial institutions. Fees could reduce earnings. Offer subject to change without notice. Offer good at locations in Austin, Lockhart and Cedar Park, TX only. **IRA CD must be opened in person and cannot be opened online.

Happy Haden
County Judge
512 398-1806

County Treasurer
512 398-1800

Danile Telow
County Auditor
512 398-1801

Caldwell County Courthouse
110 South Main Street
Lockhart, TX 78644
Fax: 512 398-1818



B.J. Westmoreland
Commissioner Precinct 1

Rusty Horne
Commissioner Precinct 2

Edward "Ed" Theriot
Commissioner Precinct 3

Daryl Thomas
Commissioner Precinct 4

NOTICE OF PUBLIC HEARING

REGARDING THE 2023-2024 BUDGET OF CALDWELL COUNTY, TEXAS

A public hearing will be held concerning the proposed 2023-2024 budget of Caldwell County, Texas on August 22, 2023 at 9:30 A.M. at the Caldwell County Courthouse, 110 S. Main St., Lockhart, Texas.

This budget will raise more total property taxes than last year's budget by \$1,492,444 or 17% and of that amount \$843,726.13 is tax revenue to be raised from new property added to the tax roll this year.

- **FY 2023-2024 Tax Rate**

Caldwell County Agenda Item Request Form

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

AGENDA DATE: 08/22/2023

Type of Agenda Item

- Consent Discussion/Action Budget Amendment
 Public Hearing Executive Session Special Presentation

What will be discussed? What is the proposed motion?

Regarding the proposed Tax Rate for FY 2023 - 2024.

1. Costs:

Actual Cost or Estimated Cost \$ \$ 0.00

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

2. Agenda Speakers:

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

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

4. 
Signature of Court Member

8/16/2023
Date

Statements required in notice if the proposed tax rate exceeds the no-new-revenue tax rate but does not exceed the voter-approval tax rate, as prescribed by Tax Code §26.06(b-2).

NOTICE OF PUBLIC HEARING ON TAX INCREASE

This notice only applies to a taxing unit other than a special taxing unit or municipality with a population of less than 30,000, regardless of whether it is a special taxing unit.

PROPOSED TAX RATE	\$ <u>0.4692</u> per \$100
NO-NEW-REVENUE TAX RATE	\$ <u>0.4606</u> per \$100
VOTER-APPROVAL TAX RATE	\$ <u>0.4693</u> per \$100

The no-new-revenue tax rate is the tax rate for the 2023 tax year that will raise the same amount of property tax revenue for Caldwell County from the same properties in both the 2022 tax year and the 2023 tax year.

The voter-approval tax rate is the highest tax rate that Caldwell County may adopt without holding an election to seek voter approval of the rate.

The proposed tax rate is greater than the no-new-revenue tax rate. This means that Caldwell County is proposing to increase property taxes for the 2023 tax year.

A PUBLIC HEARING ON THE PROPOSED TAX RATE WILL BE HELD ON 08/22/2023 09:30 AM at Caldwell County Courthouse, 2nd Floor Courtroom, 110 S. Main Street, Lockhart, TX.

The proposed tax rate is not greater than the voter-approval tax rate. As a result, Caldwell County is not required to hold an election at which voters may accept or reject the proposed tax rate. However, you may express your support for or opposition to the proposed tax rate by contacting the members of the Elections Administrator of Caldwell County at their offices or by attending the public hearing mentioned above.

YOUR TAXES OWED UNDER ANY OF THE TAX RATES MENTIONED ABOVE CAN BE CALCULATED AS FOLLOWS:

$$\text{Property tax amount} = (\text{tax rate}) \times (\text{taxable value of your property}) / 100$$

(List names of all members of the governing body below, showing how each voted on the proposal to consider the tax increase or, if one or more were absent, indicating absences.)

FOR the proposal: Precinct 1-B.J. Westmoreland, Precinct 2-Rusty Home, Precinct 3-Ed Theriot, Precinct 4-Dyral Thomas, County Judge-Hoppy Haden

AGAINST the proposal: _____

PRESENT and not voting: _____

ABSENT: _____

Visit [Texas.gov/PropertyTaxes](https://www.texas.gov/PropertyTaxes) to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

The following table compares the taxes imposed on the average residence homestead by Caldwell County last year
(name of taxing unit)
 to the taxes proposed to be imposed on the average residence homestead by Caldwell County this year.
(name of taxing unit)

	2022	2023	Change
Total tax rate (per \$100 of value)	\$0.5531	\$0.4692	15.16% decrease
Average homestead taxable value	\$192,348	\$219,362	14.04% increase
Tax on average homestead	\$1,063	\$1,029	3.19% decrease
Total tax levy on all properties	\$21,227,169	\$22,474,398	5.87% increase

(Include the following text if these no-new-revenue maintenance and operations rate adjustments apply for the taxing unit)

No-New-Revenue Maintenance and Operations Rate Adjustments

State Criminal Justice Mandate (counties)

The _____ County Auditor certifies that _____ County has spent \$ _____ in the previous 12 months for the maintenance and operations cost of keeping inmates sentenced to the Texas Department of Criminal Justice. _____ County Sheriff has provided _____ information on these costs, minus the state revenues received for the reimbursement of such costs.

This increased the no-new-revenue maintenance and operations rate by _____ /\$100.

Indigent Health Care Compensation Expenditures (counties)

The Caldwell County spent \$ 647,468 from July 1 2022 to June 30 2023 on indigent health care compensation procedures at the increased minimum eligibility standards, less the amount of state assistance.

For current tax year, the amount of increase above last year's enhanced indigent health care expenditures is \$ -701,171.

This increased the no-new-revenue maintenance and operations rate by 0.0000 /\$100.

Indigent Defense Compensation Expenditures (counties)

The Caldwell County spent \$ 522,498 from July 1 2022 to June 30 2023 to provide appointed counsel for indigent individuals in criminal or civil proceedings in accordance with the schedule of fees adopted under Article 26.05, Code of Criminal Procedure, and to fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure, less the amount of any state grants received. For current tax year, the amount of increase above last year's enhanced indigent defense compensation expenditures is \$ 63,436.

This increased the no-new-revenue maintenance and operations rate by 0.0004 /\$100.

Eligible County Hospital Expenditures (cities and counties)

The Caldwell County spent \$ 320,000 from July 1 2022 to June 30 2023 on expenditures to maintain and operate an eligible county hospital.

For current tax year, the amount of increase above last year's eligible county hospital expenditures is \$ 0.

This increased the no-new revenue maintenance and operations rate by 0.0000 /\$100.

(If the tax assessor for the taxing unit maintains an internet website)

For assistance with tax calculations, please contact the tax assessor for Caldwell County at (512) 398-5550 or general@caldwellcad.org, or visit www.caldwellcad.org for more information.

(If the tax assessor for the taxing unit does not maintain an internet website)

For assistance with tax calculations, please contact the tax assessor for _____ at _____ or _____.

The TPWD says a change has been made which will allow hunters and anglers to purchase additional types of digital licenses including Youth Hunting (Item out process which will speed up the purchase of licenses bought in recent years. Interested people are encouraged to visit the TPWD website for more information.

High school football hysteria returns

It's all about the kids

BY MURRAY MONTGOMERY

It's that time again and football is on the menu!

There's absolutely no telling how many folks wait for football every year. I'd guess that it has to be in the millions or billions. At the college and professional levels, the revenue is enormous - that's why you see, in the professional realm, more teams being added and the idea of having more pre-season exhibition games.

It certainly doesn't seem like the weather is appropriate for the upcoming pigskin follies. As I write this, it's 100 degrees outside and not much cooler inside. But we know that the weather will change at some point and fall sports will seem normal once again. However, the practice sessions and scrimmages are grueling under these hot conditions - the players, coaches, and support personnel must stay hydrated.

When it comes to football, my first love is for high school and college. I still watch the NFL from time to time, but when they decided to get into politics, I decided to move on. When the game is played by kids in high school, it's just more fun - they are out there because they love the sport. At this point in their young lives, it's not about the money; it's more about representing their school and the community that supports them.

History tells us that Texas high school football dates back to the late 19th century. According to the website Texas High School Football.com, the first high school to play football in Texas is believed to be Galveston Ball High School, established in 1884.

There's nothing like a Friday night here in the Lone Star state, and that scene is played out in stadiums all across America. It's not only about the team, there is so much more. Kids take pride in playing in the band



Pixabay stock image by Brigitte Werner

- then there are the cheerleaders, flag-corps members, twirlers, and some schools have rifle-corps members. Regardless of group titles, it must be remembered that these kids also practice hard to put on those half-time shows that the fans enjoy.

High school football is more than just a sport; it is deeply rooted in community pride and tradition. Friday nights are dedicated to football games, bringing together communities and fostering a sense of camaraderie and support for local teams.

Over the years, there have been some high school football dynasties arising. I included a few of them here and there are many more. Schools like Allen High School, Katy High School, and Southlake Carroll High School have become synonymous with success, winning numerous state championships and setting records.

There have been some high school coaches in Texas who have gained fame in their profession. Some of the best include G.A. Moore who is considered one of the greatest high school football coaches in Texas history. He won

eight state championships during his career; Art Briles achieved great success as a high school coach winning four state championships; Phil Danaher is the winningest high school football coach in Texas history. He has spent his entire coaching career at Calallen High School, where he has won numerous district championships and led his team to multiple deep playoff runs.

Todd Dodge is known for his success at Southlake Carroll High School, where he won four state championships. He also had successful coaching stints at Marble Falls High School and Westlake High School; Randy Allen has had a highly successful coaching career, primarily at Highland Park High School. He has won multiple state championships and has consistently produced winning teams throughout his tenure. This is not a complete list of exceptional coaches in Texas - there are many more.

And finally, coaches and dynasties may come and go, but it will always be the mystique surrounding high school football that will remain. You see, it's truly all about the kids.

Statements required in notice if the proposed tax rate exceeds the no-new-revenue tax rate but does not exceed the voter-approval tax rate, as prescribed by Tax Code §16.06(b-2).

NOTICE OF PUBLIC HEARING ON TAX INCREASE

This notice only applies to a taxing unit other than a special taxing unit or municipality with a population of less than 30,000, regardless of whether it is a special taxing unit.

PROPOSED TAX RATE	\$0.4692 per \$100
NO-NEW-REVENUE TAX RATE	\$0.4608 per \$100
VOTER-APPROVAL TAX RATE	\$0.4693 per \$100

The no-new-revenue tax rate is the rate for the 2023 tax year that will raise the same amount of property tax revenue for Caldwell County from the same properties in both the 2022 tax year and the 2023 tax year.

The voter-approval rate is the highest tax rate that Caldwell County may adopt without holding an election to seek voter approval of the rate.

The proposed tax rate is greater than the no-new-revenue tax rate. This means that Caldwell County is proposing to increase property taxes for the 2023 tax year.

A PUBLIC HEARING ON THE PROPOSED TAX RATE WILL BE HELD ON August 22, 2023 at 9:30 a.m. at Caldwell County Courthouse, 2nd Floor Court Room, 110 South Main St., Lockhart, TX.

The proposed tax rate is not greater than the voter-approval tax rate. As a result, Caldwell County is not required to hold an election at which voters may accept or reject the proposed tax rate. However, you may express your support for or opposition to the proposed tax rate by contacting the members of the Elections Administrator of Caldwell County at their offices or by attending the public hearing mentioned above.

YOUR TAXES OWED UNDER ANY OF THE TAX RATES MENTIONED ABOVE CAN BE CALCULATED AS FOLLOWS:

$$\text{Property tax amount} = (\text{tax rate}) \times (\text{taxable value of your property}) / 100$$

(List names of all members of the governing body below, showing how each voted on the proposal to consider the tax increase or, if one or more were absent, indicating absences.)

FOR the proposal: Precinct 1-B.J Westmoreland, Precinct 2- Rusty Home, Precinct 3-Ed Theriot, Precinct 4-Dyral Thomas, County Judge Hoppy Haden
 AGAINST the proposal:
 PRESENT and not voting:
 ABSENT:

Visit [Texas.gov/Property Taxes](https://www.texas.gov/Property-Taxes) to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearing of each entity that taxes your property.

The 86th Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

The following table compares the taxes imposed on the average residence homestead by Caldwell County last year to the taxes proposed to be imposed on the average residence homestead by Caldwell County this year.

	2022	2023	Change
Total tax rate (per \$100 of value)	\$0.5531	\$0.4692	15.18% decrease
Average homestead taxable value	\$192,348	\$219,362	14.04% increase
Tax on average homestead	\$1,063	\$1,029	3.19% decrease
Total tax levy on all properties	\$21,227,169	\$22,474,398	5.87% increase

For assistance with tax calculations, please contact the tax assessor for Caldwell County at 512-398-5550 or shannan@caldwelcad.org.

Indigent Health Care Compensation Expenditures (counties)
 The Caldwell County spent \$547,468 from July 1 2022 to June 30 2023 on indigent health care compensation procedures at the increased minimum eligibility standards, less the amount of state assistance. For the current tax year, the amount of increase above last year's enhanced indigent health care expenditures is \$-701,171

This increased the no-new-revenue maintenance and operations rate by 0.0000/\$100.

Indigent Defense Compensation Expenditures (counties)
 The Caldwell County spent \$522,488 from July 1 2022 to June 30 2023 to provide appointed counsel for indigent individuals in criminal or civil proceedings in accordance with the schedule of fees adopted under Article 26.05, Code of Criminal Procedure, and to fund the operations of a public defender's office under Article 26.0444, Code of Criminal Procedure, less the amount of any state grants received. For current tax year, the amount of increase above last year's enhanced indigent defense compensation expenditures is \$83,438.

This increased the no-new-revenue maintenance and operations rate by 0.0004/\$100.

Eligible County Hospital Expenditures (cities and counties)
 The Caldwell County spent \$320,000 from July 1 2022 to June 30 2023 on expenditures to maintain and operate an eligible county hospital.

For current tax year, the amount of increase above last year's eligible county hospital expenditures is \$0. This increased the no-new-revenue maintenance and operations rate by 0.0000/\$100.

For assistance with tax calculations, please contact tax assessor for Caldwell County at 512-398-5550 or general@caldwelcad.org, or visit www.caldwelcad.org

Abbott, UT System announce new World-Class Cancer Center

Governor's Office AUSTIN — Governor Greg Abbott this week joined members of The University of Texas (UT) System Board of Regents to announce a transformative partnership between UT Austin and UT MD Anderson Cancer Center to build a new hospital and comprehensive cancer care center on UT Austin's campus, bringing the nation's top-ranked oncology clinicians and health care providers to Austin.

"The State of Texas has been on a mission to use higher education to expand access to health care, and today marks a giant step towards achieving our goals," said Governor Abbott. "UT MD Anderson Cancer Center is ranked No. 1 for cancer care in America, with people across the world traveling to Houston to access care. But rather than having Texans travel to MD Anderson in Houston, we will now bring the world's best treatment to them. Families across Central Texas who are affected by cancer every year can now stay close to home for that care. The key to building sustainable communities is a healthcare infrastructure that can meet the needs of a booming popula-

tion. UT Austin and MD Anderson will help us meet those needs. The Texas of tomorrow will be shaped by what UT Austin and MD Anderson are building here today."

The Governor was joined at the press conference by the UT System Board of Regents Chairman Kevin P. Elliott, UT System Chancellor James Milliken, UT Austin President Jay Hartzell, Dean and Senior Vice President for Medical Affairs for Dell Medical School at UT Austin M.D. Claudia F. Lucchini, and MD Anderson Cancer Center President Peter Patena.

The UT MD Anderson Cancer Center will be staffed by MD Anderson physicians, increasing access to world-class cancer care to Central Texas patients. This partnership will take UT's flagship campus and its Dell Medical School to the next level of research excellence, allowing both institutions to conduct research, educate the next generation of medical students, and enhance patient care. Last year, UT Austin and UT MD Anderson had a combined \$1.8 billion in research, almost half of all the research expenditures across the UT system's 13 institutions.

Man claiming to be with U.S. Army Delta Force charged with fraud

U.S. Dept. of Justice — A federal grand jury in Austin returned an indictment today charging a man with wire fraud.

According to court documents, Saini Jovite Youngblood, aka Kota Youngblood, 51, allegedly committed wire fraud against his victims by claiming Mexican drug cartel members were planning to commit violence against them.

Youngblood falsely claimed to be part of the elite U.S. Army's Delta Force and offered protection to his victims in exchange for money. Youngblood also represented that funds obtained from his victims "investors" would be paid back with a significant return on the money. Instead, Youngblood allegedly used most of the money on junkets to Las Vegas to gamble in casinos.

Youngblood is charged with two counts of wire fraud and one count of engaging in a

monetary transaction in criminally derived property. He was arrested on a sealed complaint on July 31, and had his initial appearance before U.S. Magistrate Judge Susan Hightower of the U.S. District Court for the Western District of Texas. Youngblood has remained in custody since his arrest.

If convicted, he faces up to 40 years in prison on each of the wire fraud charges and up to 10 years in prison on the monetary transaction charge. A federal district court judge will determine any sentence after considering the U.S. Sentencing Guidelines and other statutory factors.

U.S. Attorney Jaime Eparza of the Western District of Texas and FBI Special Agent in Charge Oliver E. Rich Jr. made the announcement. The FBI is investigating the case. Assistant U.S. Attorneys Daniel D. Guess and Matt Harding are prosecuting the case.

Record sea temps could spur more hurricanes

Texas Press Association — Forecasters for the National Weather Service are anticipating a more active hurricane season this year because of record-warm ocean surface temperatures, the Texas Tribune reported.

Hurricane season runs through the end of November. The Climate Prediction Center now predicts up to 11 hurricanes this season in the Atlantic Ocean, with as many as five of those being major hurricanes. The new prediction is considerably higher than the one released in May just before hur-

ricane season commenced.

Bradley Brinkamp, an NWS meteorologist in Galveston, said the higher prediction is the result of the higher sea surface temperatures. "The name of the game this season seems to be the heat because it's been quite exceptional," Brinkamp told the Tribune.

Another NWS meteorologist, Jill Lutas, based in Corpus Christi, said the higher probability of Atlantic hurricanes increases the likelihood of a storm striking Southeast Texas.

NOTICE OF PUBLIC HEARING ON TAX INCREASE

This notice only applies to a taxing unit other than a special taxing unit or municipality with a population of less than 30,000, regardless of whether it is a special taxing unit.

PROPOSED TAX RATE	\$ 0.4692	per \$100
NO-NEW-REVENUE TAX RATE	\$ 0.4908	per \$100
VOTER-APPROVAL TAX RATE	\$ 0.4893	per \$100

The no-new-revenue tax rate is the tax rate for the 2023 tax year that will raise the same amount of property tax revenue for Caldwell County from the same properties in both the 2022 tax year and the 2023 tax year.

The voter-approved tax rate is the highest tax rate that Caldwell County may adopt without holding an election to seek voter approval of the rate.

The proposed tax rate is greater than the no-new-revenue tax rate. This means that Caldwell County is proposing to increase property taxes for the 2023 tax year.

A PUBLIC HEARING ON THE PROPOSED TAX RATE WILL BE HELD ON 08/22/2023 09:30 AM at Caldwell County Courthouse, 2nd Floor Courtroom, 110 S. Main Street, Lockhart, TX.

The proposed tax rate is not greater than the voter-approved tax rate. As a result, Caldwell County is not required to hold an election at which voters may accept or reject the proposed tax rate. However, you may express your support for or opposition to the proposed tax rate by contacting the members of the Elections Administrator of Caldwell County at their offices or by attending the public hearing mentioned above.

YOUR TAXES OWED UNDER ANY OF THE TAX RATES MENTIONED ABOVE CAN BE CALCULATED AS FOLLOWS:

$$\text{Property tax amount} = (\text{tax rate}) \times (\text{taxable value of your property}) / 100$$

(List names of all members of the governing body showing how each voted on the proposal to consider the tax increase or, if not in accord with above, including dissent.)

FOR the proposal: Present 1-11 Unanimous Present 2-10 Present 3-9 Present 4-8 Present 5-7 Present 6-6 Present 7-5 Present 8-4 Present 9-3 Present 10-2 Present 11-1

AGAINST the proposal: _____

PRESENT and not voting: _____

ABSENT: _____

Visit Texas.gov/PropertyTaxes to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

The 86th Texas Legislature modified the manner in which the voter-approved tax rate is calculated to limit the rate of growth of property taxes in the state.

The following table compares the taxes imposed on the average residence homesteaded by Caldwell County last year to the taxes proposed to be imposed on the average residence homesteaded by Caldwell County this year.

	2022	2023	Change
Total tax rate (per \$100 of value)	\$0.5531	\$0.4692	15.16% decrease
Average homestead taxable value	\$192,348	\$219,362	14.04% increase
Tax on average homestead	\$1,063	\$1,029	3.19% decrease
Total tax levy on all properties	\$21,227,160	\$22,474,396	5.87% increase

Indigent Defense Maintenance and Operations Rate Adjustments

State Criminal Justice Statistics (counties)

The Caldwell County County Auditor certifies that Caldwell County has spent \$ 647,488 in the previous 12 months for the maintenance and operations cost of keeping inmates confined to the Texas Department of Criminal Justice.

Should have provided 647,488 information on these costs, minus the state revenues received for the reimbursement of such costs.

This increased the no-new-revenue maintenance and operations rate by 0.0000 / \$100.

Indigent Health Care Compensation Expenditures (counties)

The Caldwell County spent \$ 647,488 from July 1 2022 to June 30 2023 on indigent health care compensation procedures at the increased minimum eligibility rate.

For current tax year, the amount of increase above last year's enhanced indigent health care expenditures is \$ -781,171.

This increased the no-new-revenue maintenance and operations rate by 0.0000 / \$100.

Indigent Defense Compensation Expenditures (counties)

The Caldwell County spent \$ 822,488 from July 1 2022 to June 30 2023 to provide appointed counsel for indigent individuals in criminal or civil proceedings in accordance with the schedule of fees set forth under Article 28.05, Code of Criminal Procedure, and to fund the operations of a public defender's office under Article 28.04, Code of Criminal Procedure, less the amount of any state grants received. For current tax year, the amount of increase above last year's enhanced indigent defense compensation expenditures is \$ 63,458.

This increased the no-new-revenue maintenance and operations rate by 0.0004 / \$100.

Eligible County Hospital Expenditures (cities and counties)

The Caldwell County spent \$ 320,000 from July 1 2022 to June 30 2023 on expenditures to maintain and operate an eligible county hospital.

For current tax year, the amount of increase above last year's eligible county hospital expenditures is \$ 0.

This increased the no-new-revenue maintenance and operations rate by 0.0000 / \$100.

(If the tax assessor for the taxing unit maintains an internet website)

For assistance with the administration, please contact the tax assessor for Caldwell County at (512) 828-2598 or general@caldwelldoc.org or visit www.caldwellcountytx.gov.

As this information is confidential, please do not disseminate it to the public.

DISCUSSION/ACTION ITEMS:

7. Discussion/Action regarding the burn ban.

Speaker: Judge Haden/Hector Rangel;

Backup: 3; Cost: None

Caldwell County Agenda Item Request Form

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

AGENDA DATE: 08/22/2023

Type of Agenda Item

- Consent Discussion/Action Budget Amendment
 Public Hearing Executive Session Special Presentation

What will be discussed? What is the proposed motion?

Regarding the burn ban.

1. **Costs:**

Actual Cost or Estimated Cost \$ \$ 0.00

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

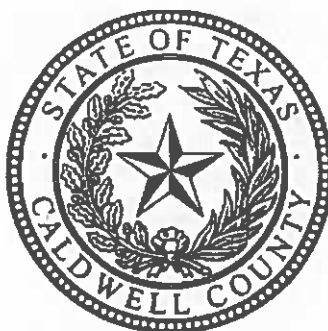
2. **Agenda Speakers:**

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

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

4. 
Signature of Court Member

8/11/2023
Date



**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 22nd of August 2023.

Hoppy Haden, County Judge

ATTEST:

**Teresa Rodriguez
County Clerk**

8. Discussion/Action to approve the Elected Officials' Salaries for FY 2023-2024.

Speaker: Judge Haden; Backup: 2; Cost: None

Caldwell County Agenda Item Request Form

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

AGENDA DATE: 08/22/2023

Type of Agenda Item

- Consent Discussion/Action Budget Amendment
 Public Hearing Executive Session Special Presentation

What will be discussed? What is the proposed motion?

To approve the Elected Officials' Salaries for FY 2023 - 2024.

1. **Costs:**

Actual Cost or Estimated Cost \$ 0.00

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

2. **Agenda Speakers:**

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

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

4. 
Signature of Court Member

8/16/2023
Date

Hoppy Haden
County Judge
512 398-1808

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

B.J. Westmoreland
Commissioner Precinct 1

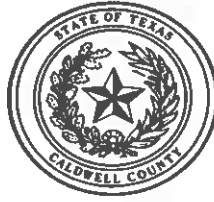
Rusty Horne
Commissioner Precinct 2

Edward "Ed" Theriot
Commissioner Precinct 3

Dyral Thomas
Commissioner Precinct 4

County Treasurer
512 398-1800

Danie Teltow
County Auditor
512 398-1801



The following constitutes notice pursuant to Section 152.013 (b) of the Texas Local Government Code of any proposed salary increases. This letter provides notice of the maximum salaries and allowances for Caldwell County elected officials during the 2023-2024 budget year.

Elected County Official	Salary FY 2023	Proposed FY 2024	Dollar Amount	Health Insurance**
County Judge	\$88,496	\$91,151	\$2,655	\$9,920.16
County Commissioners (4)	\$55,271 (4)	\$58,266 (4)	\$2,995	\$9,920.16 (4)
County Treasurer	\$60,444	\$63,541	\$3,097	\$9,920.16
County Tax Assessor	\$60,334	\$63,523	\$3,190	\$9,920.16
County Clerk	\$60,564	\$63,560	\$2,996	\$9,920.16
District Clerk	\$60,597	\$63,564	\$2,967	\$9,920.16
County Court at Law Judge*	\$78,520	\$80,875	\$2,355	\$9,920.16
Justice of the Peace, Pct. 1	\$53,541	\$56,907	\$3,366	\$9,920.16
Justice of the Peace Pct. 2	\$53,541	\$56,907	\$3,366	\$9,920.16
Justice of the Peace Pct. 3	\$53,541	\$56,907	\$3,366	\$9,920.16
Justice of the Peace Pct. 4	\$53,541	\$56,907	\$3,366	\$9,920.16
County Sheriff	\$88,454	\$91,107	\$2,653	\$9,920.16
Constables (4)	\$37,659	\$40,594 (4)	\$2,934	\$9,920.16 (4)

* The amount listed for the County Court at Law Judge only reflects the salary paid by Caldwell County. The County Court at Law Judge also receives salary supplements paid by the County but reimbursed by the State of Texas in the amount of \$84,000.00.

** The amount of Health Insurance costs is based on new rates provided by the insurance carrier.

The proposed salaries noted above will be included in the Caldwell County proposed budget which will be discussed in a public meeting to be held at 9:30 a.m., August 22, 2023 in the Caldwell County Courthouse, 110 S. Main St., Lockhart, TX 78644.

Additionally, listed officials may receive a monthly cell phone stipend between \$75.00 to \$125.00 per month.

Happy Haden
County Judge
512 398-1808

County Treasurer
512 398-1800

Dante Tellow
County Auditor
512 398-1801

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



B.J. Westmoreland
Commissioner Precinct 1

Rusty Horne
Commissioner Precinct 2

Edward "Ed" Theriot
Commissioner Precinct 3

Dyral Thomas
Commissioner Precinct 4

NOTICE OF PUBLIC HEARING

REGARDING THE 2023-2024 BUDGET OF CALDWELL COUNTY, TEXAS

A public hearing will be held concerning the proposed 2023-2024 budget of Caldwell County, Texas on August 22, 2023 at 9:30 A.M. at the Caldwell County Courthouse, 110 S. Main St., Lockhart, Texas.

This budget will raise more total property taxes than last year's budget by \$1,492,444 or 17% and of that amount \$843,726.13 is tax revenue to be raised from new property added to the tax roll this year.

Happy Haden
County Judge
512 398-1808

County Treasurer
512 398-1800

Dante Tellow
County Auditor
512 398-1801

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



B.J. Westmoreland
Commissioner Precinct 1

Rusty Horne
Commissioner Precinct 2

Edward "Ed" Theriot
Commissioner Precinct 3

Dyral Thomas
Commissioner Precinct 4

The following constitutes notice pursuant to Section 152.013 (b) of the Texas Local Government Code of any proposed salary increases. This letter provides notice of the maximum salaries and allowances for Caldwell County elected officials during the 2023-2024 budget year.

Elected County Official	Salary FY 2023	Proposed FY 2024	Dollar Amount	Health Insurance**
County Judge	\$88,496	\$91,151	\$2,655	\$9,920.16
County Commissioners (4)	\$55,271 (4)	\$58,266 (4)	\$2,995	\$9,920.16 (4)
County Treasurer	\$60,444	\$63,541	\$3,097	\$9,920.16
County Tax Assessor	\$60,334	\$63,523	\$3,190	\$9,920.16
County Clerk	\$60,564	\$63,560	\$2,996	\$9,920.16
District Clerk	\$60,597	\$63,564	\$2,967	\$9,920.16
County Court at Law Judge*	\$78,520	\$80,875	\$2,355	\$9,920.16
Justices of the Peace Pct. 1	\$53,541	\$56,907	\$3,366	\$9,920.16
Justices of the Peace Pct. 2	\$53,541	\$56,907	\$3,366	\$9,920.16
Justices of the Peace Pct. 3	\$53,541	\$56,907	\$3,366	\$9,920.16
Justices of the Peace Pct. 4	\$53,541	\$56,907	\$3,366	\$9,920.16
County Sheriff	\$88,454	\$91,107	\$2,653	\$9,920.16
Constables (4)	\$37,659	\$40,594 (4)	\$2,934	\$9,920.16 (4)

* The amount listed for the County Court at Law Judge only reflects the salary paid by Caldwell County. The County Court at Law Judge also receives salary supplements paid by the County but reimbursed by the State of Texas in the amount of \$84,000.00.

** The amount of Health Insurance costs is based on new rates provided by the insurance carrier.

The proposed salaries noted above will be included in the Caldwell County proposed budget which will be discussed in a public meeting to be held at 9:30 a.m., August 22, 2023 in the Caldwell County Courthouse, 110 S. Main St., Lockhart, TX 78644.

Additionally, listed officials may receive a monthly cell phone stipend between \$75.00 to \$125.00 per month.

PUBLIC NOTICES

NOTICE OF SALE
 County, located at the Caldwell Co. Justice Center, 1703 S. Colorado St., Lockhart, Texas. Said Plaintiff's Petition was filed in said court on the 18th day of July 2023, in the case styled: **JOHN CAMPBELL, JR. vs. UNKNOWN HEIRS OF ESTELLE NORTH CAMPBELL ET AL**. A brief statement of the nature of this suit is as follows, to wit: Partition suit involving two tracts of land containing 17.383 acres in Caldwell County, Texas, being part of the Adolphin Floyd Survey A-102, and 1.151 acres in Caldwell County, Texas, being part of the Adolphin Floyd Survey A-102 as is more fully shown by Plaintiff's Petition for Partition of Real Property on file in this suit. The Defendant, including their unknown and known but unbound heirs, executors, administrators, successors, assigns, and personal representatives own an aggregate of approximately 26.32% interest in Tract 1, and approximately 14.82 % interest in Tract 2. Attorney for Plaintiff (or plaintiff): **ELIZABETH C. BODDY**, whose address is 8610 BROADWAY, SUITE 440 SAN ANTONIO, TEXAS 78217. The officer executing this return shall promptly serve the same according to the requirements of law and the mandates hereof and make due return as the law directs. Issued and given under my hand and seal of the District Court at Lockhart, Texas, this the 31st day of July, 2023
 Juanita Allen, District Clerk 421st, 22nd, 207th Judicial District Courts Caldwell County, Texas 1703 S. Colorado St., Box 3 Lockhart, Texas 78644
 By: Lori Masuca, Deputy

PUBLIC NOTICE

RFQ 230CP010 Sub-division Engineering Services. See bid qualifications at <https://www.co.caldwell.tx.us/page/caldwell.BidRequests> or contact Carolyn Caro-Caldwell County Purchasing Agent at caro@co.caldwell.tx.us.

PUBLIC NOTICE

RFQ 230CP01B Unit Road Materials Caldwell County. See bid qualifications at <https://www.co.caldwell.tx.us/page/caldwell.BidRequests> or contact Carolyn Caro-Caldwell County Purchasing Agent at caro@co.caldwell.tx.us.

NOTICE OF SALE

STATE OF TEXAS CALDWELL COUNTY BY VIRTUE OF AN ORDER OF SALE

DIRECT CARE COUNSELORS - Provide positive role modeling, structure, and supervision to adolescent boys. No exp. required, we train comprehensively. Overtime available. \$43,500 Average Annual Income. Flexible 8 & 16 hr shift schedules. Health/life/dental/vision insurance after 60 days. Min. requirements: Must be 21 yrs old, HMOED, clean TDJ, clean criminal history, pre-employment TB skin test, and drug screen. Growing (25+ year old) non-profit organization.
www.pogueschool.net
 Call (812) 432-1678 for further information.

PUBLIC NOTICES

DATED AUGUST 07, 2023 and issued pursuant to judgment decree(s) of the District Court of Caldwell County, Texas, by the Clerk of said Court on said date, in the herein-numbered and styled suit(s) and to me directed and delivered as Sheriff or Constable of said County, I have on August 7, 2023, seized, levied upon, and will, on the first Tuesday in September, 2023, the same being the 6th day of said month, Pursuant to Texas Property Tax Code 34.01, and as further provided in the Resolution To Allow Online Auctions For Tax Foreclosure Sales And To Adopt Rules Governing Online Auctions adopted by vote of Commissioners Court of Caldwell County, Texas, on August 24, 2021 and recorded as instrument number 2021-007029 in the Official Real Property Records of Caldwell County, Texas. The sale shall be conducted as an **ONLINE AUCTION** at the following URL: <https://caldwell.texas.sheriffsaleauctions.com>, between the hours of 10 o'clock a.m. and 4 o'clock p.m. on said day, beginning at 10:00 AM, proceed to sell for cash to the highest bidder all the right, title, and interest of the defendants in such suit(s) in and to the following described real estate levied upon as the property of said defendants, the same lying and being situated in the County of Caldwell and the State of Texas, to-wit: (any volume and page references, unless otherwise indicated, being to the Deed Records, Caldwell County, Texas, to which instruments reference may be made for a more complete description of each respective tract.) or, upon the written request of said defendants or their attorney, a sufficient portion of the property described above shall be sold to satisfy said judgment(s), interest, penalties, and cost; and any property sold shall be subject to the right of redemption of the defendants or any person having an interest therein, to redeem the said property, or their interest therein, within the time and in the manner provided by law, and shall be subject to any other and further rights to which the defendants or anyone interested therein may be entitled, under the provisions of law. Said sale to be made by me to satisfy the judgment(s) rendered in the above styled and numbered cause(s), together with interest, penalties, and costs of suit, and the proceeds of

PUBLIC NOTICES

said sales to be applied to the satisfaction thereof, and the remainder, if any, to be applied as the law directs.
WELL COUNTY APPRAISAL DISTRICT, ET AL VS. T-8820, Account No(s) 37969, CALDWELL COUNTY APPRAISAL DISTRICT, ET AL VS. SOUTH PASS DEVELOPMENT, LLC, ET AL, Lot 7, Rolling Hills Subdivision, an addition to Caldwell County, Texas, according to the map or plat thereof, recorded in Cabinet "A", Slide 121, Map Records of Caldwell County, Texas, with an adjudged value of \$207,175.00, and an Estimated minimum opening bid of \$19,948.00; situs: HOMANNVILLE TRL Sale Notes: 19-T-9637, Account No(a) 37060, CALDWELL COUNTY APPRAISAL DISTRICT, ET AL VS. MICHAEL THEODORE AUSTIN, ET AL, Lot 9, Indian Ridge Subdivision, Caldwell County, Texas, described in Volume 476, Page 636, Official Public Records of Caldwell County, Texas, together with a manufactured home bearing Label Nos. PFS0741189/90, Serial Nos. AH012013082A/B, situated thereon and perfected as real property by that certain Statement of Ownership and Location filed of record in instrument No. 2011-004007, Official Public Records of Caldwell County, Texas, with an adjudged value of \$228,160.00, and an Estimated minimum opening bid of \$30,747.00; situs: 825 POLITICAL RD 78644-4337 Sale Notes: 19-T-9739, Account No(a) 21999, CALDWELL COUNTY APPRAISAL DISTRICT, ET AL VS. ELGI RUBBER COMPANY, LLC, 6.219 acres, more or less, Spencer Morris Survey, A-18, City of Luling, Texas, described as Exhibit B in Volume 567, Page 451, Official Public Records of Caldwell County, Texas, with an adjudged value of \$65,700.00, and an Estimated minimum opening bid of \$33,025.00; situs: 2570 E PIERCE Sale Notes: 19-T-9739, Account No(a) 34527, CALDWELL COUNTY APPRAISAL DISTRICT, ET AL VS. ELGI RUBBER COMPANY, LLC, 7.2782 acres, more or less, Adolphin Floyd Survey A-102, City of Luling, Texas, described as Exhibit A in Volume 567, Page 451, Official Public Records of Caldwell County, Texas, with an adjudged value of \$893,270.00, and an Estimated minimum opening bid of \$51,837.00; situs: 600 N MAGNOLIA AVE 78648-1951 Sale Notes: 21-T-9881, Account No(a) 45400, CALDWELL COUNTY APPRAISAL DISTRICT, ET AL VS. MAYKEL A. MONDRAGON, ET AL, 2.50 acres, more or less, John Mott Survey, A-191, Caldwell County, Texas, described in instrument No. 125571, Official Records of Caldwell County, Texas, with an adjudged value of \$292,470.00, and an Estimated minimum opening bid of \$20,125.00; situs: 5400 SCHUELKE RD 78640-4114 Sale Notes: Dated at Lockhart, Texas, August 7, 2023 Caldwell County, Texas By Deputy Sheriff Mike Lane Notes: The Minimum Bid is the lesser of the amount awarded in the judgment plus interest and costs or the adjudged value. However, the Minimum Bid for a person owning an interest in the property or for a person who is a party to the suit (other than a taxing unit), is the aggregate amount of the judgments against the property plus all costs of suit and sale. ALL SALES SUBJECT TO CANCELLATION WITHOUT NOTICE. THERE MAY BE ADDITIONAL TAXES DUE ON THE PROPERTY WHICH HAVE BEEN ASSESSED SINCE THE DATE OF THE JUDGMENT. For more information, contact your attorney or LINEBARGER GOGGAN BLAIR & SAMPSON, LLP, attorney for plaintiffs, at

PUBLIC NOTICES

situs: 2570 E PIERCE Sale Notes: 19-T-9739, Account No(a) 34527, CALDWELL COUNTY APPRAISAL DISTRICT, ET AL VS. ELGI RUBBER COMPANY, LLC, 7.2782 acres, more or less, Adolphin Floyd Survey A-102, City of Luling, Texas, described as Exhibit A in Volume 567, Page 451, Official Public Records of Caldwell County, Texas, with an adjudged value of \$893,270.00, and an Estimated minimum opening bid of \$51,837.00; situs: 600 N MAGNOLIA AVE 78648-1951 Sale Notes: 21-T-9881, Account No(a) 45400, CALDWELL COUNTY APPRAISAL DISTRICT, ET AL VS. MAYKEL A. MONDRAGON, ET AL, 2.50 acres, more or less, John Mott Survey, A-191, Caldwell County, Texas, described in instrument No. 125571, Official Records of Caldwell County, Texas, with an adjudged value of \$292,470.00, and an Estimated minimum opening bid of \$20,125.00; situs: 5400 SCHUELKE RD 78640-4114 Sale Notes: Dated at Lockhart, Texas, August 7, 2023 Caldwell County, Texas By Deputy Sheriff Mike Lane Notes: The Minimum Bid is the lesser of the amount awarded in the judgment plus interest and costs or the adjudged value. However, the Minimum Bid for a person owning an interest in the property or for a person who is a party to the suit (other than a taxing unit), is the aggregate amount of the judgments against the property plus all costs of suit and sale. ALL SALES SUBJECT TO CANCELLATION WITHOUT NOTICE. THERE MAY BE ADDITIONAL TAXES DUE ON THE PROPERTY WHICH HAVE BEEN ASSESSED SINCE THE DATE OF THE JUDGMENT. For more information, contact your attorney or LINEBARGER GOGGAN BLAIR & SAMPSON, LLP, attorney for plaintiffs, at

PUBLIC NOTICES

5123985560X203
CITATION BY PUBLICATION
 THE STATE OF TEXAS COUNTY OF CALDWELL
 CAUSE NO. 23-0-184
TO: UNKNOWN HEIRS OF RICHARD WAYNE ROBERTS
 Notice to defendant: You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 o'clock a.m. On the first Monday after the expiration of 42 days from the date this citation was issued, a default judgment may be taken against you. In addition to filing a written answer with the clerk, you may be required to make initial disclosures to the other parties of this suit. These disclosures generally must be made no later than 30 days after you file our answer with the clerk. Find out more at TexasLawHelp.org. You are hereby commanded to appear by filing a written answer to the Plaintiff's Petition at or before 10:00 o'clock a.m. of the first Monday after the expiration of 42 days from the date of the issuance of this citation, the same being Monday, before the District Court of Caldwell County, located at the Caldwell Co. Justice Center, 1703 S. Colorado St., Lockhart, Texas. Said Plaintiff's Petition was filed in said court on the 1st day of May 2023, in the case styled: **QC JOINT VENTURE vs. SONYA MICHELLE ROBERTS, JAMES CARL ROBERTS AND THE UNKNOWN HEIRS OF RICHARD WAYNE ROBERTS**. A brief statement of the nature of this suit is as follows, to wit: Suit involving land in Caldwell County, Texas, as is more fully shown by Plaintiff's Petition on file in this suit. Attorney for Plaintiff (or plaintiff): John McGlothlin 103 W. San Antonio, STE 400, San Marcos, Texas 78666. The officer executing this return shall promptly serve the same according to the requirements

PUBLIC NOTICES

of law and the mandates hereof and make due return as the law directs. Issued and given under my hand and seal of the District Court at Lockhart, Texas, this the day of
 Juanita Allen, District Clerk 421st, 22nd, 207th Judicial District Courts Caldwell County, Texas 1703 S. Colorado St., Box 3 Lockhart, Texas 78644 By Ashley Notan, Deputy
STATE OF TEXAS TO: SEAN HUIZAR, Respondent, and to all whom it may concern. You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of 20 days after you were served this citation and petition, a default judgment may be taken against you. In addition to filing a written answer with the clerk, you may be required to make initial disclosures to the other parties of this suit. These disclosures generally must be made no later than 30 days after you file our answer with the clerk. Find out more at TexasLawHelp.org. A PETITION FOR PROTECTION OF A CHILD, FOR CONSERVATORSHIP, AND FOR TERMINATION IN SUI AFFECTING THE PARENT-CHILD RELATIONSHIP was filed by the Texas Department of Protective and Regulatory Services, in the District Court of Caldwell County, Texas on the 21st day of DECEMBER 2022, bearing cause number 22-FL-543, against Respondents PATRICIA MARTINEZ, SEAN HUIZAR, AND JOSHUA HERNANDEZ and entitled, "IN THE INTEREST OF ADRIAN MARTINEZ HUIZAR, JAEDAN MARTINEZ HUIZAR, AND NOAH HERNANDEZ, children." The date and place of birth of the child who is the subject of this suit is: Name: ADRIAN MARTINEZ-HUIZAR

Caldwell County Courthouse
 110 South Main Street
 Lockhart, TX 78644
 Fax: 912.398-1828

County Treasurer
 512.398-1800

County Auditor
 512.398-1801

R.J. Westmoreland
 Commissioner Precinct 1

Rusty Horne
 Commissioner Precinct 2

Edward "Ed" Theriot
 Commissioner Precinct 3

Daryl Thomas
 Commissioner Precinct 4

The following constitutes notice pursuant to Section 152.013 (b) of the Texas Local Government Code of any proposed salary increases. This letter provides notice of the maximum salaries and allowances for Caldwell County elected officials during the 2023-2024 budget year.

Elected County Official	Salary FY 2023	Proposed FY 2024	Dollar Amount	Health Insurance**
County Judge	\$88,496	\$91,151	\$2,655	\$9,920.16
County Commissioners (4)	\$55,271 (4)	\$58,266 (4)	\$2,995	\$9,920.16 (4)
County Treasurer	\$60,444	\$63,541	\$3,097	\$9,920.16
County Tax Assessor	\$60,334	\$63,523	\$3,190	\$9,920.16
County Clerk	\$60,564	\$63,560	\$2,996	\$9,920.16
District Clerk	\$60,597	\$63,564	\$2,967	\$9,920.16
County Court at Law Judge*	\$78,520	\$80,875	\$2,355	\$9,920.16
Justice of the Peace, Pct. 1	\$53,341	\$56,907	\$3,566	\$9,920.16
Justice of the Peace Pct. 2	\$53,341	\$56,907	\$3,566	\$9,920.16
Justice of the Peace Pct. 3	\$53,341	\$56,907	\$3,566	\$9,920.16
Justice of the Peace Pct. 4	\$53,341	\$56,907	\$3,566	\$9,920.16
County Sheriff	\$88,454	\$91,107	\$2,653	\$9,920.16
Constables (4)	\$37,659	\$40,594 (4)	\$2,934	\$9,920.16 (4)

* The amount listed for the County Court at Law Judge only reflects the salary paid by Caldwell County. The County Court at Law Judge also receives salary supplements paid by the County but reimbursed by the State of Texas in the amount of \$84,000.00.
 ** The amount of health insurance costs is based on new rates provided by the insurance carrier.

The proposed salaries noted above will be included in the Caldwell County proposed budget which will be discussed in a public meeting to be held at 9:30 a.m., August 22, 2023 in the Caldwell County Courthouse, 110 S. Main St., Lockhart, TX 78644.

Additionally, listed officials may receive a monthly cell phone stipend between \$75.00 to \$125.00 per month.

EM
 Cal-Maine Foods, Inc. in Harwood is seeking applicants for **ALL POSITIONS** To include managers and supervisors. No degree required. Applicants must have their own transportation to and from work. Competitive pay, vacation, sick leave, health, dental & vision insurance, 401k & ESOP. Cal-Maine Foods is an Equal Opportunity Employer. For more information, please call 830-640-3970 M-F 9-4

9. Discussion/Action to discuss the FY 2023-2024 Budget by roll call. **Speaker: Judge Haden; Backup: 2; Cost: None**

Caldwell County Agenda Item Request Form

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

AGENDA DATE: 08/22/2023

Type of Agenda Item

- Consent Discussion/Action Budget Amendment
 Public Hearing Executive Session Special Presentation

What will be discussed? What is the proposed motion?

To approve the FY 2023 - 2024 Budget *by roll call.*

1. **Costs:**

Actual Cost or Estimated Cost \$ \$ 0.00

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

2. **Agenda Speakers:**

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

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

4. *[Signature]*
Signature of Court Member

8/16/2023
Date

Hoppy Haden
County Judge
512 398-1808

County Treasurer
512 398-1800

Danie Teltow
County Auditor
512 398-1801

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



B.J. Westmoreland
Commissioner Precinct 1

Rusty Horne
Commissioner Precinct 2

Edward "Ed" Theriot
Commissioner Precinct 3

Dyral Thomas
Commissioner Precinct 4

NOTICE OF PUBLIC HEARING

REGARDING THE 2023-2024 BUDGET OF CALDWELL COUNTY, TEXAS

A public hearing will be held concerning the proposed 2023-2024 budget of Caldwell County, Texas on August 22, 2023 at 9:30 A.M. at the Caldwell County Courthouse, 110 S. Main St., Lockhart, Texas.

This budget will raise more total property taxes than last year's budget by \$1,492,444 or 17% and of that amount \$843,726.13 is tax revenue to be raised from new property added to the tax roll this year.

Happy Haden
County Judge
512 398-1808

County Treasurer
512 398-1800

Danis Teltow
County Auditor
512 398-1801

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



R.J. Westmoreland
Commissioner Precinct 1

Rusty Horne
Commissioner Precinct 2

Edward "Ed" Theriot
Commissioner Precinct 3

Dyrat Thomas
Commissioner Precinct 4

NOTICE OF PUBLIC HEARING

REGARDING THE 2023-2024 BUDGET OF CALDWELL COUNTY, TEXAS

A public hearing will be held concerning the proposed 2023-2024 budget of Caldwell County, Texas on August 22, 2023 at 9:30 A.M. at the Caldwell County Courthouse, 110 S. Main St., Lockhart, Texas.

This budget will raise more total property taxes than last year's budget by \$1,492,444 or 17% and of that amount \$843,726.13 is tax revenue to be raised from new property added to the tax roll this year.

Happy Haden
County Judge
512 398-1808

County Treasurer
512 398-1800

Danis Teltow
County Auditor
512 398-1801

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



R.J. Westmoreland
Commissioner Precinct 1

Rusty Horne
Commissioner Precinct 2

Edward "Ed" Theriot
Commissioner Precinct 3

Dyrat Thomas
Commissioner Precinct 4

The following constitutes notice pursuant to Section 152.013 (b) of the Texas Local Government Code of any proposed salary increases. This letter provides notice of the maximum salaries and allowances for Caldwell County elected officials during the 2023-2024 budget year.

Elected County Official	Salary FY 2023	Proposed FY 2024	Dollar Amount	Health Insurance**
County Judge	\$88,496	\$91,151	\$2,655	\$9,920.16
County Commissioners (4)	\$55,271 (4)	\$58,266 (4)	\$2,995	\$9,920.16 (4)
County Treasurer	\$60,444	\$63,541	\$3,097	\$9,920.16
County Tax Assessor	\$60,334	\$63,523	\$3,190	\$9,920.16
County Clerk	\$60,564	\$63,560	\$2,996	\$9,920.16
District Clerk	\$60,597	\$63,564	\$2,967	\$9,920.16
County Court at Law Judge*	\$78,520	\$80,875	\$2,355	\$9,920.16
Justice of the Peace, Pct. 1	\$53,541	\$56,907	\$3,366	\$9,920.16
Justice of the Peace Pct. 2	\$53,541	\$56,907	\$3,366	\$9,920.16
Justice of the Peace Pct. 3	\$53,541	\$56,907	\$3,366	\$9,920.16
Justice of the Peace Pct. 4	\$53,541	\$56,907	\$3,366	\$9,920.16
County Sheriff	\$88,454	\$91,107	\$2,653	\$9,920.16
Constables (4)	\$37,659	\$40,594 (4)	\$2,934	\$9,920.16 (4)

* The amount listed for the County Court at Law Judge only reflects the salary paid by Caldwell County. The County Court at Law Judge also receives salary supplements paid by the County but reimbursed by the State of Texas in the amount of \$84,000.00.

** The amount of Health Insurance costs is based on new rates provided by the insurance carrier.

The proposed salaries noted above will be included in the Caldwell County proposed budget which will be discussed in a public meeting to be held at 9:30 a.m., August 22, 2023 in the Caldwell County Courthouse, 110 S. Main St., Lockhart, TX 78644.

Additionally, listed officials may receive a monthly cell phone stipend between \$75.00 to \$125.00 per month.

THURSDAY, AUGUST 17, 2023

LULLING NEWSBOY & SIGNAL

Application has been made with the Texas Alcoholic Beverage Commission for a Mixed Beverage (MB) Permit by Vann Structures, LLC dba The Station, to be located at 102 & 106 W. Pierce St. Luling, Caldwell County, Texas 78648. Officers of said corporation are Stacy Cappleman (President) and Chase Cappleman (Vice President).

Sale of property to satisfy a landlord's lien. Sale to be held at Luling Self Storage, Inc. 1401 N. Magnolia Luling, Texas 78648 on Saturday, August 12, 2023 at 9:00am. Seller reserves the right to withdraw property anytime before sale and sold as-is to highest bidder.

Property belonging to
A. Floyd, L. Barton, B. Roper.

Notice of Sale

NOTICE OF PUBLIC HEARING

REGARDING THE 2023-2024 BUDGET OF CALDWELL COUNTY, TEXAS

A public hearing will be held concerning the proposed 2023-2024 budget of Caldwell County, Texas on August 22, 2023 at 9:30 A.M. at the Caldwell County Courthouse, 110 S. Main St., Lockhart, Texas.

This budget will raise more total property taxes than last year's budget by \$1,492,444 or 17% and of that amount \$843,726.13 is tax revenue to be raised from new property added to the tax roll this year.

SUBSCRIBE
TO DEMOCRACY
Support Local Journalism



Mill Scale expands with Lockhart facility

Mill Scale Metalworks Mill Scale Metalworks, an industry leader in metal fabrication, has announced a groundbreaking ceremony for its new headquarters in Lockhart. This 10,000-square foot facility will focus on the production of top-of-the-line barbecue smokers and grills, catering to the needs of backyard

enthusiasts and culinary professionals. The forthcoming fabrication shop marks a significant milestone for Mill Scale Metalworks, as it expands its capacity to deliver exceptional craftsmanship and innovative design in the heart of the barbecue capital of the world. With a reputation for solid performance and

meticulous attention to detail, the company is dedicated to providing superior products that meet evolving demands of its customers. This expansion will allow us to further showcase our expertise in custom metal fabrication, and deliver outstanding smokers and grills that combine functionality, durability

and aesthetic appeal," said Matt Johnson, co-founder of Mill Scale Metalworks. The new building will also include a retail showroom which will provide an immersive environment for customers to explore Mill Scale's diverse product line.

CLASSIFIEDS

PUBLIC NOTICES

PUBLIC NOTICE
Caldwell County proposes to build a 189 foot tower for communication purposes. The geodetic coordinates of the site are: 29-52-31.3N, 97-38-13.0W. The FCC ASR

PUBLIC NOTICES

file number is A1249124. Interested persons may review the application (www.fcc.gov/asr/applications) by entering the file number. Environmental concerns may be raised

PUBLIC NOTICES

by filing a Request for Environmental Review www.fcc.gov/asr/environmentalrequest. The mailing address to file a paper copy is: FCC Requests for Environmental Review,

PUBLIC NOTICES

Attn: Ramon Williams, 445 12th Street SW, Washington, DC 20554

SMALL TAXING UNIT NOTICE

The Gonzales Co. Underground Water Conservation District will hold a meeting at 5:30 PM on September 12, 2023 at 522 Saint Matthew, Gonzales, Texas to consider adopting a proposed tax rate for tax year 2023. The proposed tax rate is \$0.003174 per \$100 of value. The proposed tax rate would increase total taxes in Gonzales Co. Underground Water Conservation District by 8.14%. Visit Texas.gov/PropertyTaxes to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property. The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

PUBLIC NOTICES

/s/ M. Elizabeth Raxter M. Elizabeth Raxter Attorney for Pama L. Mullen State Bar No.: 24050084 705 State Park Rd. Lockhart, Texas 78644 Telephone: (512) 398-6996 Facsimile: (512) 668-4501 E-mail: eraxter@bc-elderlaw.com

NOTICE TO CREDITORS

Notice is hereby given that original Letters Testamentary for the Estate of Michael A. Hodges, Deceased, were issued on August 8, 2023, in Cause No. 10896, pending in the County Court-at-Law of Caldwell County, Texas, to: Cassandra Monahan. All persons having claims against this Estate which is currently being administered are required to present them to the undersigned within the time and in the manner prescribed by law. c/o: M. Elizabeth Raxter Attorney at Law 705 State Park Rd. Lockhart, Texas 78644 /s/ M. Elizabeth Raxter M. Elizabeth Raxter Attorney for Cassandra Monahan State Bar No. 24050084 705 State Park Rd. Lockhart, Texas 78644 Telephone: (512) 398-6996 Facsimile: (512) 668-4501 E-mail: eraxter@bc-elderlaw.com

NOTICE TO CREDITORS

Notice is hereby given that original Letters Testamentary for the Estate of Paullet C. Housewright, Deceased, were issued on August 8, 2023, in Cause No. 10,877, pending in the County Court-at-Law of Caldwell County, Texas, to: Robert G. Housewright, Sr. All persons having claims against this Estate which is currently being administered are required to present them to the undersigned within the time and in the manner prescribed by law. c/o Robert W. Bland Attorney at Law P.O. Box 119 Gonzales, TX 78629 Dated the 8th day of August, 2023 Robert W. Bland Attorney for Robert G. Housewright, Sr. State Bar No. 24044756 Telephone: (830) 872-2437 Facsimile: (830) 872-2439 E-mail: rbland@gvec.net

PUBLIC NOTICES

FEES. Notice is hereby given pursuant to Texas Local Government Code, Chapter 395, that the Board of Directors of the County Line Special Utility District will hold a public hearing at its regular meeting, open to the public, on Monday, September 18, 2023, at 6:30 p.m., located at the County Line Special Utility District Office, 8870 Camino Real, Umland, Texas 78640. The purpose of the public hearing is to consider the amendment of the wastewater Land Use Assumptions, Capital Improvements Plan, and imposition of a wastewater impact fee. A copy of these documents is available for public viewing prior to the hearing at the County Line Special Utility District Office at the address above. Any member of the public has the right to appear at the hearing and present evidence for or against the plan and proposed fee.

AUCTION NOTICE OF PUBLIC SALE

To satisfy Landlord's Lien at CenTex Storage, 1414 S. Colorado St., Lockhart, TX 78644 on Thursday, August 24th, 2023 at 10:00am. Property includes contents of 1) Crystal Guest Couch, Table and Chairs, End Tables, Bed, Washer and Dryer.

CITATION BY PUBLICATION

CAUSE NO. 23-0-319 TO: UNKNOWN HEIRS OF ESTELLE NORTH CAMPBELL; THE UNKNOWN HEIRS OF JOSEPH CAMPBELL; THE UNKNOWN HEIRS OF BEVERLY CAMPBELL AND THE UNKNOWN HEIRS OF HAROLD J. TENNELL. Notice to defendant: You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 o'clock a.m. on the first Monday after the expiration of 42 days from the date this citation was issued, a default judgment may be taken against you. In addition to filing a written answer with the clerk, you may be required to make initial disclosures to the other parties of this suit. These disclosures generally must be made no later than 30 days after you file our answer with the clerk. Find out more at TexasLawHelp.org. You are hereby commanded to appear by filing a written answer to the Plaintiff's Petition at or before 10:00 o'clock a.m. of the first Monday after the expiration of 42 days from the date of the issuance of this citation, the same being, Monday, before the District Court of Caldwell

Start earning today with Bank OZK!

<5.00%> APY*
7-MONTH CD OR IRA CD** SPECIAL

<5.50%> APY*
13-MONTH CD OR IRA CD** SPECIAL

Visit one of our Austin, Lockhart or Cedar Park locations or open an account online at ozk.com**

Bank OZK
Greater awaits™

ozk.com | Member FDIC
*Annual Percentage Yield (APY) effective as of the publication date. Offer applies to new CDs only. \$1,000 minimum deposit to open and is required to earn stated APY. Penalty for early withdrawal. IRA CD is subject to additional requirements. Offer not available to Public Funds, brokers, dealers and other financial institutions. Fees could reduce earnings. Offer subject to change without notice. Offer good at locations in Austin, Lockhart and Cedar Park, TX only.
**IRA CD must be opened in person and cannot be opened online.

Happy Haden
County Judge
512 398-1808

County Treasurer
512 398-1800

Danielle Yellow
County Auditor
512 398-1801

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



B.J. Westmoreland
Commissioner Precinct 1

Rusty Horns
Commissioner Precinct 2

Edward "Ed" Theriot
Commissioner Precinct 3

Dyrel Thomas
Commissioner Precinct 4

NOTICE OF PUBLIC HEARING

REGARDING THE 2023-2024 BUDGET OF CALDWELL COUNTY, TEXAS

A public hearing will be held concerning the proposed 2023-2024 budget of Caldwell County, Texas on August 22, 2023 at 9:30 A.M. at the Caldwell County Courthouse, 110 S. Main St., Lockhart, Texas.

This budget will raise more total property taxes than last year's budget by \$1,492,444 or 17% and of that amount \$643,726.13 is tax revenue to be raised from new property added to the tax roll this year.

10. Discussion/Action to approve the FY 2023-2024 Tax Rate by roll call. **Speaker: Judge Haden; Backup: 4; Cost: None**

Caldwell County Agenda Item Request Form

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

AGENDA DATE: 08/22/2023

Type of Agenda Item

- Consent
 Discussion/Action
 Budget Amendment
 Public Hearing
 Executive Session
 Special Presentation

What will be discussed? What is the proposed motion?

To approve the FY 2023 – 2024 Tax Rate by roll call.

1. **Costs:**

Actual Cost or Estimated Cost \$ \$ 0.00 _____

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

2. **Agenda Speakers:**

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

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

4. 
Signature of Court Member

8/16/2023
Date

Statements required in notice if the proposed tax rate exceeds the no-new-revenue tax rate but does not exceed the voter-approval tax rate, as prescribed by Tax Code §26.06(b-2).

NOTICE OF PUBLIC HEARING ON TAX INCREASE

This notice only applies to a taxing unit other than a special taxing unit or municipality with a population of less than 30,000, regardless of whether it is a special taxing unit.

PROPOSED TAX RATE	\$ <u>0.4692</u> per \$100
NO-NEW-REVENUE TAX RATE	\$ <u>0.4606</u> per \$100
VOTER-APPROVAL TAX RATE	\$ <u>0.4693</u> per \$100

The no-new-revenue tax rate is the tax rate for the 2023 tax year that will raise the same amount of property tax revenue for Caldwell County from the same properties in both the 2022 tax year and the 2023 tax year.

The voter-approval tax rate is the highest tax rate that Caldwell County may adopt without holding an election to seek voter approval of the rate.

The proposed tax rate is greater than the no-new-revenue tax rate. This means that Caldwell County is proposing to increase property taxes for the 2023 tax year.

A PUBLIC HEARING ON THE PROPOSED TAX RATE WILL BE HELD ON 08/22/2023 09:30 AM at Caldwell County Courthouse, 2nd Floor Courtroom, 110 S. Main Street, Lockhart, TX.

The proposed tax rate is not greater than the voter-approval tax rate. As a result, Caldwell County is not required to hold an election at which voters may accept or reject the proposed tax rate. However, you may express your support for or opposition to the proposed tax rate by contacting the members of the Elections Administrator of Caldwell County at their offices or by attending the public hearing mentioned above.

YOUR TAXES OWED UNDER ANY OF THE TAX RATES MENTIONED ABOVE CAN BE CALCULATED AS FOLLOWS:

$$\text{Property tax amount} = (\text{tax rate}) \times (\text{taxable value of your property}) / 100$$

(List names of all members of the governing body below, showing how each voted on the proposal to consider the tax increase or, if one or more were absent, indicating absences.)

FOR the proposal: Precinct 1-B.J. Westmonland, Precinct 2-Rusty Home, Precinct 3-Ed Theriot, Precinct 4-Dyral Thomas, County Judge-Hoppy Haden

AGAINST the proposal: _____

PRESENT and not voting: _____

ABSENT: _____

Visit [Texas.gov/PropertyTaxes](https://www.texas.gov/PropertyTaxes) to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

The following table compares the taxes imposed on the average residence homestead by Caldwell County last year
(name of taxing unit)
 to the taxes proposed to be imposed on the average residence homestead by Caldwell County this year.
(name of taxing unit)

	2022	2023	Change
Total tax rate (per \$100 of value)	\$0.5531	\$0.4692	15.16% decrease
Average homestead taxable value	\$192,348	\$219,362	14.04% increase
Tax on average homestead	\$1,063	\$1,029	3.19% decrease
Total tax levy on all properties	\$21,227,169	\$22,474,398	5.87% increase

(Include the following text if these no-new-revenue maintenance and operations rate adjustments apply for the taxing unit)

No-New-Revenue Maintenance and Operations Rate Adjustments

State Criminal Justice Mandate (counties)

The Caldwell County County Auditor certifies that Caldwell County has spent \$ 647,468 in the previous 12 months for the maintenance and operations cost of keeping inmates sentenced to the Texas Department of Criminal Justice. Caldwell County Sheriff has provided Caldwell information on these costs, minus the state revenues received for the reimbursement of such costs.

This increased the no-new-revenue maintenance and operations rate by 0.0000 /\$100.

Indigent Health Care Compensation Expenditures (counties)

The Caldwell County spent \$ 647,468 from July 1 2022 to June 30 2023 on indigent health care compensation procedures at the increased minimum eligibility standards, less the amount of state assistance.

For current tax year, the amount of increase above last year's enhanced indigent health care expenditures is \$ -701,171.

This increased the no-new-revenue maintenance and operations rate by 0.0000 /\$100.

Indigent Defense Compensation Expenditures (counties)

The Caldwell County spent \$ 522,498 from July 1 2022 to June 30 2023 to provide appointed counsel for indigent individuals in criminal or civil proceedings in accordance with the schedule of fees adopted under Article 26.05, Code of Criminal Procedure, and to fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure, less the amount of any state grants received. For current tax year, the amount of increase above last year's enhanced indigent defense compensation expenditures is \$ 63,436.

This increased the no-new-revenue maintenance and operations rate by 0.0004 /\$100.

Eligible County Hospital Expenditures (cities and counties)

The Caldwell County spent \$ 320,000 from July 1 2022 to June 30 2023 on expenditures to maintain and operate an eligible county hospital.

For current tax year, the amount of increase above last year's eligible county hospital expenditures is \$ 0.

This increased the no-new revenue maintenance and operations rate by 0.0000 /\$100.

(If the tax assessor for the taxing unit maintains an internet website)

For assistance with tax calculations, please contact the tax assessor for Caldwell County at (512) 398-5550 or general@caldwellcad.org, or visit www.caldwellcad.org for more information.

(If the tax assessor for the taxing unit does not maintain an internet website)

For assistance with tax calculations, please contact the tax assessor for Caldwell County at (512) 398-5550 or general@caldwellcad.org.

The TPWD says a change has been made which will allow hunters and anglers to purchase additional types of digital licenses including Youth Hunting (Item out) process which will speed up the purchase of licenses bought in recent years. Interested people are encouraged to visit the TPWD website for more information.

High school football hysteria returns

It's all about the kids

BY MURRAY MONTGOMERY

It's that time again and football is on the menu!

There's absolutely no telling how many folks wait for football every year. I'd guess that it has to be in the millions or billions. At the college and professional levels, the revenue is enormous - that's why you see, in the professional realm, more teams being added and the idea of having more pre-season exhibition games.

It certainly doesn't seem like the weather is appropriate for the upcoming pigskin follies. As I write this, it's 100 degrees outside and not much cooler inside. But we know that the weather will change at some point and fall sports will seem normal once again. However, the practice sessions and scrimmages are grueling under these hot conditions - the players, coaches, and support personnel must stay hydrated.

When it comes to football, my first love is for high school and college. I still watch the NFL from time to time, but when they decided to get into politics, I decided to move on. When the game is played by kids in high school, it's just more fun - they are out there because they love the sport. At this point in their young lives, it's not about the money; it's more about representing their school and the community that supports them.

History tells us that Texas high school football dates back to the late 19th century. According to the website Texas High School Football.com, the first high school to play football in Texas is believed to be Galveston Ball High School, established in 1884.

There's nothing like a Friday night here in the Lone Star state, and that scene is played out in stadiums all across America. It's not only about the team, there is so much more. Kids take pride in playing in the band



Pixabay stock image by Brigitte Werner

- then there are the cheerleaders, flag-corps members, twirlers, and some schools have rifle-corps members. Regardless of group titles, it must be remembered that these kids also practice hard to put on those half-time shows that the fans enjoy.

High school football is more than just a sport; it is deeply rooted in community pride and tradition. Friday nights are dedicated to football games, bringing together communities and fostering a sense of camaraderie and support for local teams.

Over the years, there have been some high school football dynasties arising. I included a few of them here and there are many more. Schools like Allen High School, Kary High School, and Southlake Carroll High School have become synonymous with success, winning numerous state championships and setting records.

There have been some high school coaches in Texas who have gained fame in their profession. Some of the best include G.A. Moore who is considered one of the greatest high school football coaches in Texas history. He won

eight state championships during his career; Art Briles achieved great success as a high school coach winning four state championships; Phil Danaher is the winningest high school football coach in Texas history. He has spent his entire coaching career at Calallen High School, where he has won numerous district championships and led his team to multiple deep playoff runs.

Todd Dodge is known for his success at Southlake Carroll High School, where he won four state championships. He also had successful coaching stints at Marble Falls High School and Westlake High School; Randy Allen has had a highly successful coaching career, primarily at Highland Park High School. He has won multiple state championships and has consistently produced winning teams throughout his tenure. This is not a complete list of exceptional coaches in Texas - there are many more.

And finally, coaches and dynasties may come and go, but it will always be the mystique surrounding high school football that will remain. You see, it's truly all about the kids.

Statements required in notice if the proposed tax rate exceeds the no-new-revenue tax rate but does not exceed the voter-approval tax rate, as prescribed by Tax Code §26.06(b-2).

NOTICE OF PUBLIC HEARING ON TAX INCREASE

This notice only applies to a taxing unit other than a special taxing unit or municipality with a population of less than 30,000, regardless of whether it is a special taxing unit.

PROPOSED TAX RATE	\$0.4692 per \$100
NO-NEW-REVENUE TAX RATE	\$0.4606 per \$100
VOTER-APPROVAL TAX RATE	\$0.4693 per \$100

The no-new-revenue tax rate is the rate for the 2023 tax year that will raise the same amount of property tax revenue for Caldwell County from the same properties in both the 2022 tax year and the 2023 tax year.

The voter-approval rate is the highest tax rate that Caldwell County may adopt without holding an election to seek voter approval of the rate.

The proposed tax rate is greater than the no-new-revenue tax rate. This means that Caldwell County is proposing to increase property taxes for the 2023 tax year.

A PUBLIC HEARING ON THE PROPOSED TAX RATE WILL BE HELD ON August 22, 2023 at 9:30 a.m. at Caldwell County Courthouse, 2nd Floor Court Room, 110 South Main St., Lockhart, TX.

The proposed tax rate is not greater than the voter-approval tax rate. As a result, Caldwell County is not required to hold an election at which voters may accept or reject the proposed tax rate. However, you may express your support for or opposition to the proposed tax rate by contacting the members of the Elections Administrator of Caldwell County at their offices or by attending the public hearing mentioned above.

YOUR TAXES OWED UNDER ANY OF THE TAX RATES MENTIONED ABOVE CAN BE CALCULATED AS FOLLOWS:

$$\text{Property tax amount} = (\text{tax rate}) \times (\text{taxable value of your property}) / 100$$

(List names of all members of the governing body below, showing how each voted on the proposal to consider the tax increase or, if one or more were absent, indicating absences.)

FOR the proposal: Precinct 1-B.J Westmoreland, Precinct 2- Rusty Home, Precinct 3-Ed Theriot, Precinct 4-Dyral Thomas, County Judge Hoppy Haden
 AGAINST the proposal:
 PRESENT and not voting:
 ABSENT:

Visit [Texas.gov/Property Taxes](https://www.texas.gov/Property-Taxes) to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearing of each entity that taxes your property.

The 86th Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

The following table compares the taxes imposed on the average residence homestead by Caldwell County last year to the taxes proposed to be imposed on the average residence homestead by Caldwell County this year.

	2022	2023	Change
Total tax rate (per \$100 of value)	\$0.5531	\$0.4692	15.16% decrease
Average homestead taxable value	\$192,348	\$219,362	14.04% increase
Tax on average homestead	\$1,063	\$1,029	3.19% decrease
Total tax levy on all properties	\$21,227,169	\$22,474,398	5.87% increase

For assistance with tax calculations, please contact the tax assessor for Caldwell County at 512-398-5550 or shanner@caldwelldad.org.

Indigent Health Care Compensation Expenditures (counties)

The Caldwell County spent \$647,468 from July 1 2022 to June 30 2023 on indigent health care compensation procedures at the increased minimum eligibility standards, less the amount of state assistance. For the current tax year, the amount of increase above last year's enhanced indigent health care expenditures is \$-701,171

This increased the no-new-revenue maintenance and operations rate by 0.0000/\$100.

Indigent Defense Compensation Expenditures (counties)

The Caldwell County spent \$522,498 from July 1 2022 to June 30 2023 to provide appointed counsel for indigent individuals in criminal or civil proceedings in accordance with the schedule of fees adopted under Article 26.05, Code of Criminal Procedure, and to fund the operations of a public defender's office under Article 26.0444, Code of Criminal Procedure, less the amount of any state grants received. For current tax year, the amount of increase above last year's enhanced indigent defense compensation expenditures is \$63,438.

This increased the no-new-revenue maintenance and operations rate by 0.0004/\$100.

Eligible County Hospital Expenditures (cities and counties)

The Caldwell County spent \$320,000 from July 1 2022 to June 30 2023 on expenditures to maintain and operate an eligible county hospital.

For current tax year, the amount of increase above last year's eligible county hospital expenditures is \$0 This increased the no-new-revenue maintenance and operations rate by 0.0000/\$100.

For assistance with tax calculations, please contact tax assessor for Caldwell County at 512-398-5550 or general@caldwelldad.org, or visit www.caldwelldad.org

Abbott, UT System announce new World-Class Cancer Center

Governor's Office AUSTIN - Governor Greg Abbott this week joined members of The University of Texas (UT) System Board of Regents to announce a transformative partnership between UT Austin and UT MD Anderson Cancer Center to build a new hospital and comprehensive cancer care center on UT Austin's campus, bringing the nation's top-ranked oncology clinicians and health care providers to Austin.

"The State of Texas has been on a mission to use higher education to expand access to health care, and today marks a giant step towards achieving our goals," said Governor Abbott. "UT MD Anderson Cancer Center is ranked No. 1 for cancer care in America, with people across the world traveling to Houston to access care. But rather than having Texans travel to MD Anderson in Houston, we will now bring the world's best treatment to them. Families across Central Texas who are affected by cancer every year can now stay close to home for that care. The key to building sustainable communities is a healthcare infrastructure that can meet the needs of a booming popula-

tion. UT Austin and MD Anderson will help us meet those needs. The Texas of tomorrow will be shaped by what UT Austin and MD Anderson are building here today."

The Governor was joined at the press conference by the UT System Board of Regents, Chairman Kevin P. Elliott, UT System Chancellor James Milliken, UT Austin President Jay Hartzell, Dean and Senior Vice President for Medical Affairs for Dell Medical School at UT Austin M.D., Claudia F. Lucchini, and MD Anderson Cancer Center President Peter Forster.

The UT MD Anderson Cancer Center will be staffed by MD Anderson physicians, increasing access to world-class cancer care to Central Texas patients. This partnership will take UT's flagship campus and its Dell Medical School to the next level of research excellence, allowing both institutions to conduct research, educate the next generation of medical students, and enhance patient care. Last year, UT Austin and UT MD Anderson had a combined \$1.8 billion in research, almost half of all the research expenditures across the UT system's 13 institutions.

Man claiming to be with U.S. Army Delta Force charged with fraud

U.S. Dept. of Justice A federal grand jury in Austin returned an indictment today charging a Manor man with wire fraud.

According to court documents, Saint Jovite Youngblood, aka Kota Youngblood, 51, allegedly committed wire fraud against his victims by claiming Mexican drug cartel members were planning to commit violence against them.

Youngblood falsely claimed to be part of the elite U.S. Army's Delta Force and offered protection to his victims from the cartels in exchange for money.

Youngblood also represented that funds obtained from his victim "investments" would be paid back with a significant return on the money. Instead, Youngblood allegedly used most of the money on junkets to Las Vegas to gamble in casinos.

Youngblood is charged with two counts of wire fraud and one count of engaging in a

monetary transaction in criminally derived property. He was arrested on a sealed complaint on July 31, and had his initial appearance before U.S. Magistrate Judge Susan Hightower of the U.S. District Court for the Western District of Texas. Youngblood has remained in custody since his arrest.

If convicted, he faces up to 40 years in prison on each of the wire fraud charges and up to 10 years in prison on the monetary transaction charge. A federal district court judge will determine any sentence after considering the U.S. Sentencing Guidelines and other statutory factors.

U.S. Attorney Jaime Eaparra of the Western District of Texas and FBI Special Agent in Charge Oliver E. Rich Jr. made the announcement.

The FBI is investigating the case. Assistant U.S. Attorneys Daniel D. Guess and Matt Harding are prosecuting the case.

Record sea temps could spur more hurricanes

Texas Press Association Forecasters for the National Weather Service are anticipating a more active hurricane season this year because of record-warm ocean surface temperatures, the Texas Tribune reported.

Hurricane season runs through the end of November. The Climate Prediction Center says predicts six to 11 hurricanes this season in the Atlantic Ocean, with as many as five of those being major hurricanes.

The new prediction is considerably higher than the one released in May just before hurricane season commenced.

Bradley Brotkamp, an NWS meteorologist in Galveston, said the higher prediction is the result of the higher sea surface temperatures. "The name of the game this season seems to be the heat because it's been quite exceptional," Brotkamp told the Tribune.

Another NWS meteorologist, Jeff Latris, based in Corpus Christi, said the higher probability of Atlantic hurricanes increases the likelihood of a storm striking Southeast Texas.

NOTICE OF PUBLIC HEARING ON TAX INCREASE

This notice only applies to a taxing unit other than a special taxing unit or municipality with a population of less than 30,000, regardless of whether it is a special taxing unit.

PROPOSED TAX RATE	\$ 0.4892	per \$100
NO-NEW-REVENUE TAX RATE	\$ 0.4808	per \$100
VOTER-APPROVAL TAX RATE	\$ 0.4893	per \$100

The no-new-revenue tax rate is the tax rate for the 2023 tax year that will raise the same amount of property tax revenue for Caldwell County from the same properties as both the 2022 tax year and the 2023 tax year.

The voter-approval tax rate is the highest tax rate that Caldwell County may adopt without holding an election to seek voter approval of the rate.

The proposed tax rate is greater than the no-new-revenue tax rate. This means that Caldwell County is proposing to increase property taxes for the 2023 tax year.

A PUBLIC HEARING ON THE PROPOSED TAX RATE WILL BE HELD ON: 08/22/2023 09:30 AM at Caldwell County Courthouse, 2nd Floor Courtroom, 110 S. Main Street, Lockhart, TX.

The proposed tax rate is not greater than the voter-approval tax rate. As a result, Caldwell County is not required to hold an election at which voters may accept or reject the proposed tax rate. However, you may express your support for or opposition to the proposed tax rate by contacting the members of the Elections Administrator of Caldwell County at their offices or by attending the public hearing mentioned above.

YOUR TAXES OWED UNDER ANY OF THE TAX RATES MENTIONED ABOVE CAN BE CALCULATED AS FOLLOWS:

$$\text{Property tax amount} = (\text{tax rate}) \times (\text{taxable value of your property}) / 100$$

(Set spaces of all numbers of the preceding table showing how each value of the proposed tax increase is, if one or more were absent, including amounts.)

FOR the proposed: Present 1-4.3 (Estimated Present 2023) Present 1-4.3 (Estimated Present 2023) Present 1-4.3 (Estimated Present 2023) Present 1-4.3 (Estimated Present 2023)

AGAINST the proposed: _____

PRESENT and not voting: _____

ABSENT: _____

Visit Texas.gov/PropertyTaxes to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

The following table compares the taxes imposed on the average residence homesteaded by Caldwell County last year to the taxes proposed to be imposed on the average residence homesteaded by Caldwell County this year.

	2022	2023	Change
Total tax rate (per \$100 of value)	\$0.5531	\$0.4892	15.16% decrease
Average homestead taxable value	\$192,348	\$219,362	14.04% increase
Tax on average homestead	\$1,063	\$1,029	3.15% decrease
Total tax levy on all properties	\$21,227,160	\$22,474,398	5.87% increase

No-New-Revenue Maintenance and Operations Rate Adjustments

State Criminal Justice Mandates (counties)

The Caldwell County County Auditor certifies that Caldwell County has spent \$ 647,468 in the previous 12 months for the maintenance and operations cost of keeping inmates sentenced to the Texas Department of Criminal Justice. Caldwell County Sheriff has provided 647,468 information on these costs, minus the state revenues received for the reimbursement of such costs.

This increased the no-new-revenue maintenance and operations rate by 0.0000 / \$100.

Indigent Health Care Compensation Expenditures (counties)

The Caldwell County spent \$ 647,468 from July 1 2022 to June 30 2023 on indigent health care compensation procedures at the increased minimum eligibility 647,468 assistance.

For current tax year, the amount of increase above last year's enhanced indigent health care expenditures is \$ -701,171 (amount of increase)

This increased the no-new-revenue maintenance and operations rate by 0.0000 / \$100.

Indigent Defense Compensation Expenditures (counties)

The Caldwell County spent \$ 622,408 from July 1 2022 to June 30 2023 to provide appointed counsel for indigent individuals in criminal or civil proceedings in accordance with the schedule of fees adopted under Article 26.05, Code of Criminal Procedure, and to fund the operations of a public defender's office under Article 26.04, Code of Criminal Procedure, less the amount of state state grants received. For current tax year, the amount of increase above last year's enhanced indigent defense compensation expenditures is \$ 62,438 (amount of increase)

This increased the no-new-revenue maintenance and operations rate by 0.0004 / \$100.

Elgin County Hospital Expenditures (cities and counties)

The Caldwell County spent \$ 320,000 from July 1 2022 to June 30 2023 on expenditures to maintain and operate an eligible county hospital.

For current tax year, the amount of increase above last year's eligible county hospital expenditures is \$ 0 (amount of increase)

This increased the no-new-revenue maintenance and operations rate by 0.0000 / \$100.

(If the tax assessor for the taxing unit maintains an Internet website)

For assistance with tax calculations, please contact the tax assessor for Caldwell County at (124) 388-5560 or assessor@caldwelldoc.org or visit www.caldwelldoc.org for more information.

11. Discussion/Action to approve a Proclamation from Capital Area Councils of Government (CAPCOG) designating the week of September 18-22, 2023, as Falls Prevention Awareness Week. **Speaker: Judge Haden; Backup: 2; Cost: None**

Caldwell County Agenda Item Request Form

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

AGENDA DATE: 08/22/2023

Type of Agenda Item

- Consent Discussion/Action Budget Amendment
 Public Hearing Executive Session Special Presentation

What will be discussed? What is the proposed motion?

Discussion/Action to approve a Proclamation from Capital Area Councils of Governments (CAPCOG) designating the week of September 18 - 22, 2023, as Falls Prevention Awareness Week.

1. Costs:

Actual Cost or Estimated Cost \$ 0.00

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

2. Agenda Speakers:

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

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

4. 

Signature of Court Member

Date



PROCLAMATION

AUTHORIZING RECOGNITION OF SEPTEMBER 18 - 22, 2023 AS FALLS PREVENTION AWARENESS WEEK

WHEREAS, the ten-county Capital Area Council of Governments (CAPCOG) region is home to more than 399,000 citizens aged 60 years or older who may be at risk of falls; and

WHEREAS, falls are the leading cause of fatal and nonfatal injuries among older adults; and

WHEREAS, falls are the most common cause of traumatic brain injuries; and can lead to depression, loss of mobility, and loss of functional independence; and

WHEREAS, the financial toll for older adult falls is expected to increase as the population ages and may reach \$101 billion nationally by 2030; and

WHEREAS, the fear of falling can cause many older adults to limit their activity level, which leads to reduced mobility and loss of physical fitness, and in turn increases their risk of falling; and

WHEREAS, comprehensive clinical assessments, exercise programs to improve balance and health, management of medications, correction of vision, and reduction of home hazards all help to reduce the occurrence and severity of falls; and

WHEREAS, the Capital Area Council of Governments in its efforts to increase awareness and promote multidisciplinary strategies to prevent falls encourages older adults in the region to take steps to protect those who are at increased risk of falling to participate in evidence-based programs such as Matter of Balance; and reduce falls by utilizing strategies such as exercise programs to improve balance and strength, medication management, vision improvement, reduction of home hazards, in partnership with the Area Agency on Aging.

WHEREAS, the Executive Committee of the Capital Area Council of Governments declares the week of September 18-22, 2023, to be Falls Prevention Awareness Week in the CAPCOG region to support awareness of falls and encourages our citizens to commend its observance.

NOW THEREFORE Caldwell County does hereby proclaim September 18 - 22, 2023 as

"Falls Prevention Awareness Week"

in Caldwell County and encourages our residents and employees to take action to increase awareness and educate themselves about fall prevention and to take steps to protect those who are at increased risk of falling within our community.

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

12. Discussion/Action to approve a Proclamation from Capital Area Councils of Government (CAPCOG) designating the month of September 2023 as CAPCOG Preparedness Month. **Speaker: Judge Haden; Backup: 2; Cost: None**

Caldwell County Agenda Item Request Form

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

AGENDA DATE: 08/22/2023

Type of Agenda Item

- Consent
 Discussion/Action
 Budget Amendment
 Public Hearing
 Executive Session
 Special Presentation

What will be discussed? What is the proposed motion?

Discussion/Action to approve a Proclamation from Capital Area Councils of Governments (CAPCOG) designating the month of September 2023 as CAPCOG Preparedness Month.

1. Costs:

Actual Cost or Estimated Cost \$ 0.00

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

2. Agenda Speakers:

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

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

4. 
Signature of Court Member _____

_____ Date



PROCLAMATION

DECLARING SEPTEMBER AS CAPCOG PREPAREDNESS MONTH

WHEREAS, the Capital Area Council of Governments (CAPCOG) is a political subdivision of the State, serving Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, and Williamson Counties; and,

WHEREAS, The State of Texas historically leads the nation in the number of federally-declared disasters; be they natural hazards, technological, or human-caused; and,

WHEREAS, National Preparedness Month is an opportunity for CAPCOG to inform and educate residents, businesses, schools, and communities in the region to be more prepared by developing the capabilities needed to prevent, protect against, respond to, recover from, and mitigate against all threats and hazards; and,

WHEREAS, preparedness is the responsibility of every resident of the ten-county CAPCOG region; and,

WHEREAS, preparedness is a national priority with the goal of shared individual and community safety and resilience; and,

WHEREAS, personal, business, animal, and private-sector preparedness may serve to mitigate the impacts of various emergencies, incidents, and disasters in the CAPCOG region; and

WHEREAS, the CAPCOG Executive Committee encourages all residents to participate in preparedness activities and are asked to review preparedness information at *Ready.gov*, and to sign up to receive emergency alerts via *Warn-CentralTexas.org* to become more knowledgeable and prepared;

WHEREAS, the members of CAPCOG, the Executive Committee of the Capital Area Council of Governments hereby declares the month of September 2023, as CAPCOG Preparedness Month and encourages all residents, businesses, schools, and communities to develop emergency preparedness and resiliency plans and to register at *WarnCentralTexas.org* to receive emergency alerts.

THEREFORE, I, Hoppy Haden, by virtue of the authority vested in me as County Judge of Caldwell County, Texas, do hereby proclaim the month of September 2023 as

CAPCOG PREPAREDNESS MONTH

And do hereby call upon the citizens of Caldwell County to participate in preparedness activities and review preparedness information at *Ready.gov*, and to sign up to receive emergency alerts via *Warn-CentralTexas.org*.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the Seal of Caldwell County, Texas, this 22nd day of August 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

13. Discussion/Action to nominate Mr. Jason Rios of Luling, Texas to the Plum Creek Conservation District Board of Directors.
Speaker: Judge Haden/Commissioner Horne; Backup: 3; Cost: None

Caldwell County Agenda Item Request Form

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

AGENDA DATE: 08/22/2023

Type of Agenda Item

- Consent
 Discussion/Action
 Budget Amendment
 Public Hearing
 Executive Session
 Special Presentation

What will be discussed? What is the proposed motion?

To nominate Mr. Jason Rios of Luling, Texas to the Plum Creek Conservation District Board of Directors.

1. **Costs:**

Actual Cost or Estimated Cost \$ \$ 0.00

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

2. **Agenda Speakers:**

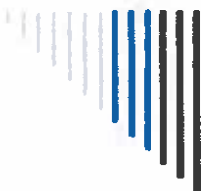
Name	Representing	Title
(1) Commissioner Horne		
(2)		
(3)		

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

4. 
Signature of Court Member

8/15/2023
Date

Plum Creek Conservation District



Directors:
JAMES A. HOLT, JR., President, *Kyle*
PETER REINECKE, Vice President, *Luling*
LUCY KNIGHT, Secretary-Treasurer, *Lockhart*
VACANT, *Luling*
FRED ROTHERT, *Kyle*
TOM OWEN, *Lockhart*

Staff:
DANIEL MEYER, *Executive Manager*
NORA LOPEZ-CASTILLO, *Secretary*
ALAN BURKLUND, *Project Manager*
VACANT, *Staff Member*

April 26, 2023

Honorable Hoppy Haden
Caldwell County Judge
110 S. Main St., Room 201
Lockhart, TX 78644

Dear Judge Haden:

We have received your letter dated April 11, 2023, regarding the appointment of Mr. Jon Mitchell of Luling, Texas to the Plum Creek Conservation District Board of Directors.

Unfortunately, after checking Mr. Mitchell's residence address, 15736 FM 1322, Luling, Texas 78648, it appears he does not reside in the City of Luling, which is, in part, a requirement for this specific vacancy.

I am providing links to our enabling legislation as well as a map outlining PCCD's boundaries.

<http://pccd.org/wp-content/uploads/2017/10/PCCD-Enabling-Statute-OCR.pdf>

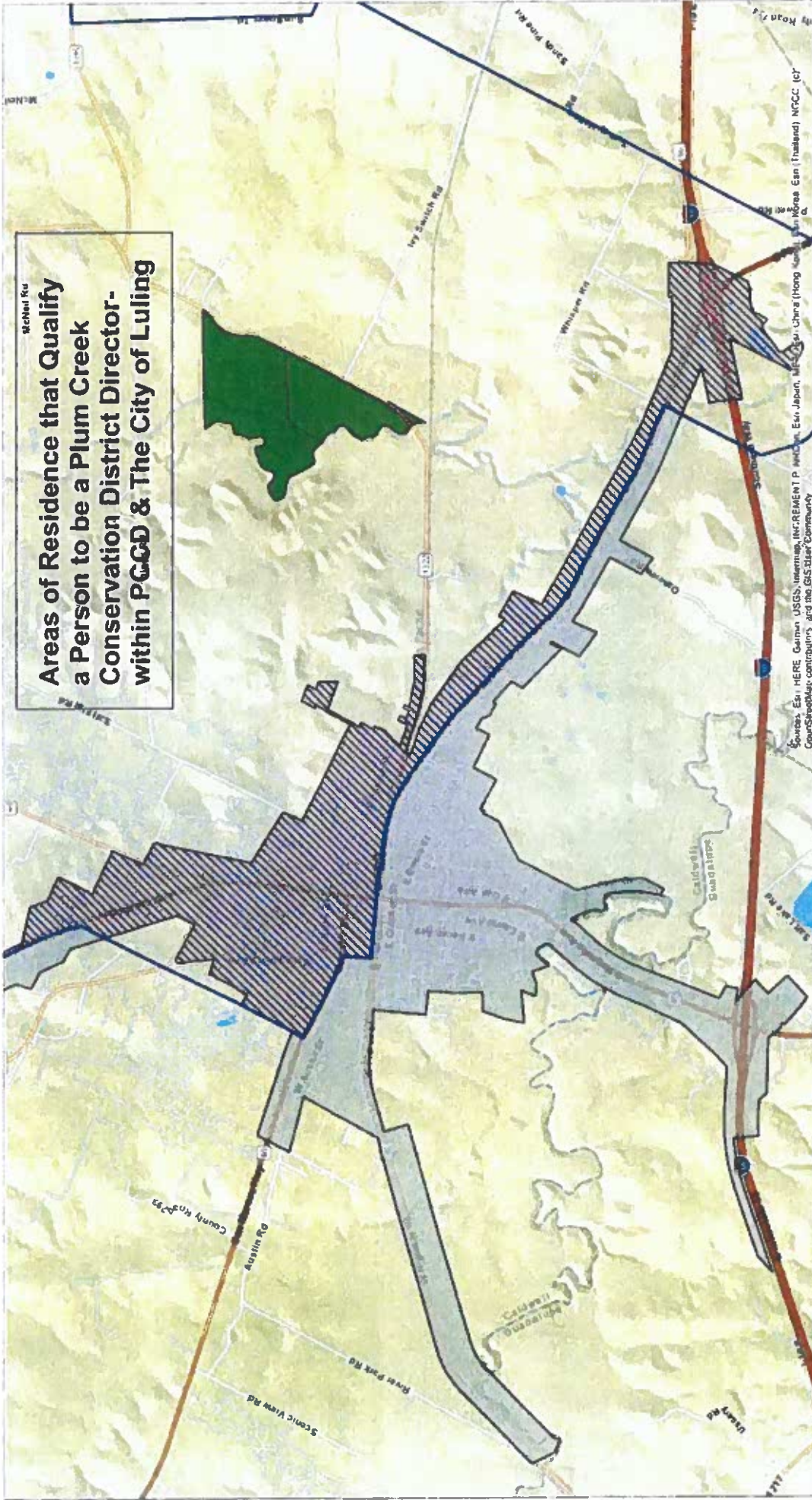
<https://pccd.org/google-map>

In addition, I am attaching a map that shows areas that would qualify for this vacancy. Please feel free to contact me if you have any questions.

Sincerely yours,

Daniel Meyer
Executive Manager
Plum Creek Conservation District

Enclosure: Copy of Map



14. Discussion/Action to consider nominating up to 5 candidates to the Caldwell County Appraisal District's Board of Directors for the 2024-2025 term. **Speaker: Judge Haden; Backup: 7; Cost: None**

Caldwell County Agenda Item Request Form

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

AGENDA DATE: 08/22/2023

Type of Agenda Item

- Consent
 Discussion/Action
 Budget Amendment
 Public Hearing
 Executive Session
 Special Presentation

What will be discussed? What is the proposed motion?

to consider nominating up to 5 candidates to the Caldwell County Appraisal District’s Board of Directors for the 2024–2025 term

1. Costs:

Actual Cost or Estimated Cost \$ 0.00

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

2. Agenda Speakers:

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

3. Backup Materials: None To Be Distributed 7 total # of backup pages (including this page)

4. 
Signature of Court Member

8/16/2023
Date

Caldwell County Appraisal District

DATE: August 10, 2023
TO: Taxing Unit Presiding Officers
FROM: Shanna Ramzinski, Chief Appraiser
RE: Nomination of Appraisal District Directors

Dear Members:

Nominations for directors of the Caldwell County Appraisal District for the 2024-2025 term are to be submitted to the chief appraiser on or before **October 15, 2023**. Each taxing unit may nominate one candidate for each position to be filled. All five positions are available for selection, therefore, each unit may nominate up to five candidates.

A director must reside in the appraisal district for at least two years immediately preceding the date he or she takes office, and must not have delinquent property taxes. An employee of a taxing unit is not eligible to serve as a director unless the employee is also an elected official.

The presiding officer of the taxing unit submits the names and addresses of the nominees by written resolution to the chief appraiser by October 15, 2023. Names submitted after this date will not be listed on the ballot. The resolution must be adopted by majority vote of your taxing unit's governing body. Each unit will then receive a ballot before October 30, 2023.

Enclosed you will find the voting entitlement for each of the voting taxing units. Please submit nominees only at this time.

I have enclosed a document outlining the steps in the selection process and a copy of the Property Tax Code regarding eligibility

Please call on me if you have any questions about the selection process.

Sincerely,

Shanna Ramzinski

Shanna Ramzinski
Chief Appraiser

Encl; Vote allocation
Process letter
Tax Code §6.03



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

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

CALDWELL COUNTY APPRAISAL DISTRICT
 VOTE ALLOCATION FOR BOARD OF DIRECTORS SELECTION 2024-2025 TERM

ROUNDED

TAXING UNIT	2022 TAX LEVY	ALL LEVIES	Quotient	X 1000	Product	X # Members	= VOTES	VOTES
CALDWELL COUNTY	\$24,032,242.99	/ \$78,245,137.88	= 0.3071404	X 1000	= 307.1	X 5	= 1535.7	1536
CITY LOCKHART	\$7,059,211.33	/ \$78,245,137.88	= 0.09021917	X 1000	= 90.2	X 5	= 451.1	451
CITY LULING	\$1,628,544.83	/ \$78,245,137.88	= 0.02081337	X 1000	= 20.8	X 5	= 104.1	104
CITY MARTINDALE	\$370,640.43	/ \$78,245,137.88	= 0.00473691	X 1000	= 4.7	X 5	= 23.7	24
CITY MUSTANG RIDGE	\$117,700.29	/ \$78,245,137.88	= 0.00150425	X 1000	= 1.5	X 5	= 7.5	8
CITY NIEDERWALD	\$53,784.92	/ \$78,245,137.88	= 0.00068739	X 1000	= 0.7	X 5	= 3.4	3
CITY OF SAN MARCOS	\$201,971.53	/ \$78,245,137.88	= 0.00258127	X 1000	= 2.6	X 5	= 12.9	13
CITY OF UHLAND	\$29,998.60	/ \$78,245,137.88	= 0.00038339	X 1000	= 0.4	X 5	= 1.9	2
LOCKHART ISD	\$31,092,500.44	/ \$78,245,137.88	= 0.39737294	X 1000	= 397.4	X 5	= 1986.9	1987
LULING ISD	\$6,949,638.72	/ \$78,245,137.88	= 0.08881879	X 1000	= 88.8	X 5	= 444.1	444
PRAIRIE LEA ISD	\$1,881,412.44	/ \$78,245,137.88	= 0.0240451	X 1000	= 24.0	X 5	= 120.2	120
HAYS ISD	\$1,068,659.36	/ \$78,245,137.88	= 0.01365784	X 1000	= 13.7	X 5	= 68.3	68
GONZALES ISD	\$510,092.08	/ \$78,245,137.88	= 0.00651915	X 1000	= 6.5	X 5	= 32.6	33
SAN MARCOS ISD	\$2,752,511.70	/ \$78,245,137.88	= 0.03517805	X 1000	= 35.2	X 5	= 175.9	176
WEALDER ISD	\$417,721.54	/ \$78,245,137.88	= 0.00533863	X 1000	= 5.3	X 5	= 26.7	27
AUSTIN COM COLLEGE	\$78,506.68	/ \$78,245,137.88	= 0.00100334	X 1000	= 1.0	X 5	= 5.0	5
TOTAL	\$78,245,137.88	\$78,245,137.88					5000	5001

* = Not including Plum Creek Conservation, Plum Creek Underground, Caldwell-Hays ESD1, Gonzales Underground, Caldwell ESD2, Caldwell ESD3, Caldwell ESD4, Bollinger MUD, Caldwell Co MUD 1, 2, 3, 4, Chisholm MUD 1, Cotton Center MUD 2, Caldwell Valley MUD 1
 * = Only Levy within Caldwell County PTC 6.03d

STEPS IN THE VOTING PROCESS TO ELECT DIRECTORS OF THE CALDWELL COUNTY APPRAISAL DISTRICT

- 1 Chief appraiser delivers written notice of nominations process and voting entitlement before October 1, 2023 to:
 - County Judge
 - County Commissioners
 - Mayors
 - City Managers
 - City Secretaries (if no city manager)
 - School Board Presidents
 - School Superintendents
- 2 Governing body adopts resolution nominating from one to five candidates for directors.
- 3 Presiding officer of governing body submits the resolution naming the unit's nominees to the chief appraiser no later than October 15, 2023.
- 4 Chief Appraiser delivers ballot to the presiding officer of each governing body before October 30, 2023.
- 5 Governing body determines its vote by resolution and submits it to the chief appraiser no later than December 15, 2023.
- 6 Chief appraiser counts the votes, declares the five candidates who receive the most votes elected, and submits the results to the governing bodies and the candidates before December 31, 2023.

NOTES TO DECISIONS

Analysis

- Energy & Utilities Law
- Oil, Gas & Mineral Interests
 - General Overview
- Evidence
 - Procedural Considerations
 - Burdens of Proof
 - General Overview
- Tax Law
 - State & Local Taxes
 - Real Property Tax
 - General Overview

ENERGY & UTILITIES LAW**Oil, Gas & Mineral Interests**

General Overview. — Where a mineral lease crossed county lines, a county appraisal district incorrectly valued the minerals for purposes of ad valorem taxation by calculating the percentage of surface acres in the county and applying that percentage to the mineral interest; its burden under Tex. Tax Code Ann. § 21.01 to prove the situs of the taxable property allowed it to tax only minerals actually in the county, in accordance with the provisions of Tex. Const. art. VIII, § 11 and Tex. Const. art. VIII, § 20 for property to be assessed at fair market value in the county where situated, and of Tex. Tax Code Ann. § 6.01(a), (b) and Tex. Tax Code Ann. § 6.02(a) for an appraisal district in each county. *Devon Energy Prod., L.P. v. Hockley County Appraisal Dist.*, 178 S.W.3d 879, 169 Oil & Gas Rep. 78, 2005 Tex. App. LEXIS 9177 (Tex. App. Amarillo Nov. 3, 2005, no pet.).

EVIDENCE**Procedural Considerations****Burdens of Proof**

General Overview. — Where a mineral lease crossed

county lines, a county appraisal district incorrectly valued the minerals for purposes of ad valorem taxation by calculating the percentage of surface acres in the county and applying that percentage to the mineral interest; its burden under Tex. Tax Code Ann. § 21.01 to prove the situs of the taxable property allowed it to tax only minerals actually in the county, in accordance with the provisions of Tex. Const. art. VIII, § 11 and Tex. Const. art. VIII, § 20 for property to be assessed at fair market value in the county where situated, and of Tex. Tax Code Ann. § 6.01(a), (b) and Tex. Tax Code Ann. § 6.02(a) for an appraisal district in each county. *Devon Energy Prod., L.P. v. Hockley County Appraisal Dist.*, 178 S.W.3d 879, 169 Oil & Gas Rep. 78, 2005 Tex. App. LEXIS 9177 (Tex. App. Amarillo Nov. 3, 2005, no pet.).

TAX LAW**State & Local Taxes****Real Property Tax**

General Overview. — Where a mineral lease crossed county lines, a county appraisal district incorrectly valued the minerals for purposes of ad valorem taxation by calculating the percentage of surface acres in the county and applying that percentage to the mineral interest; its burden under Tex. Tax Code Ann. § 21.01 to prove the situs of the taxable property allowed it to tax only minerals actually in the county, in accordance with the provisions of Tex. Const. art. VIII, § 11 and Tex. Const. art. VIII, § 20 for property to be assessed at fair market value in the county where situated, and of Tex. Tax Code Ann. § 6.01(a), (b) and Tex. Tax Code Ann. § 6.02(a) for an appraisal district in each county. *Devon Energy Prod., L.P. v. Hockley County Appraisal Dist.*, 178 S.W.3d 879, 169 Oil & Gas Rep. 78, 2005 Tex. App. LEXIS 9177 (Tex. App. Amarillo Nov. 3, 2005, no pet.).

ATTORNEY GENERAL OPINIONS**Jurisdiction.**

Despite the enactment of House Bill 1010 by the Eightieth Legislature, an appraisal district operating in overlapping territory by operation of Tex. Tax Code Ann. § 6.02(b) retains authority to hear and determine pending corrective motions and taxpayer protests concerning property in that territory that relate to the 2007, or prior, tax year. 2008 Tex. Op. Att'y Gen. GA-0631, 2008 Tex. AG LEXIS 45.

Savings Clause.

After the 2007 legislation that altered the legal framework for

appraising property for ad valorem taxation in taxing units located in more than one county, an appraisal district is still responsible for litigation filed against it prior to January 1, 2008, and involving property that is no longer in its appraisal district; the general savings clause continues in effect relevant portions of Tex. Tax Code Ann. § 6.02, such that a taxing district has continuing authority to defend itself in the pending litigation, and a taxing unit has a continuing obligation to pay the related costs. 2008 Tex. Op. Att'y Gen. GA-0590, 2008 Tex. AG LEXIS 2.

Sec. 6.025. Overlapping Appraisal Districts; Joint Procedures [Repealed].

Repealed by Acts 2007, 80th Leg., ch. 648 (H.B. 1010), § 5(3), effective January 1, 2008.

HISTORY: Enacted by Acts 1995, 74th Leg., ch. 186 (H.B. 623), § 1, effective January 1, 1996; am. Acts 1997, 75th Leg., ch. 1357 (H.B. 670), § 1, effective January 1, 1998; am. Acts 1999, 76th Leg., ch. 250 (H.B. 1037), § 1, 2, effective January 1, 2000; am. Acts 2003, 78th Leg., ch. 455 (H.B. 703), § 1, effective January 1, 2004; am. Acts 2003, 78th Leg., ch. 1041 (H.B. 1082), § 1, effective January 1, 2004.

ATTORNEY GENERAL OPINIONS**Overlapping Districts.**

With respect to property lying in overlapping appraisal districts, section 6.025(d) of the Tax Code requires the chief appraiser of each of the overlapping districts to enter in the

appraisal records the lowest values, appraised and market, listed by any of the overlapping districts. 2004 Tex. Op. Att'y Gen. GA-0283.

Sec. 6.03. Board of Directors.

(a) The appraisal district is governed by a board of directors. Five directors are appointed by the taxing units that participate in the district as provided by this section. If the county assessor-collector is not appointed to the board, the county assessor-collector serves as a nonvoting director. The county assessor-collector is ineligible to serve if the board enters into a contract under Section 6.05(b) or if the commissioners court of the county enters into a contract under

Section 6.24(b). To be eligible to serve on the board of directors, an individual other than a county assessor-collector serving as a nonvoting director must be a resident of the district and must have resided in the district for at least two years immediately preceding the date the individual takes office. An individual who is otherwise eligible to serve on the board is not ineligible because of membership on the governing body of a taxing unit. An employee of a taxing unit that participates in the district is not eligible to serve on the board unless the individual is also a member of the governing body or an elected official of a taxing unit that participates in the district.

(b) Members of the board of directors other than a county assessor-collector serving as a nonvoting director serve two-year terms beginning on January 1 of even-numbered years.

(c) Members of the board of directors other than a county assessor-collector serving as a nonvoting director are appointed by vote of the governing bodies of the incorporated cities and towns, the school districts, the junior college districts, and, if entitled to vote, the conservation and reclamation districts that participate in the district and of the county. A governing body may cast all its votes for one candidate or distribute them among candidates for any number of directorships. Conservation and reclamation districts are not entitled to vote unless at least one conservation and reclamation district in the district delivers to the chief appraiser a written request to nominate and vote on the board of directors by June 1 of each odd-numbered year. On receipt of a request, the chief appraiser shall certify a list by June 15 of all eligible conservation and reclamation districts that are imposing taxes and that participate in the district.

(d) The voting entitlement of a taxing unit that is entitled to vote for directors is determined by dividing the total dollar amount of property taxes imposed in the district by the taxing unit for the preceding tax year by the sum of the total dollar amount of property taxes imposed in the district for that year by each taxing unit that is entitled to vote, by multiplying the quotient by 1,000, and by rounding the product to the nearest whole number. That number is multiplied by the number of directorships to be filled. A taxing unit participating in two or more districts is entitled to vote in each district in which it participates, but only the taxes imposed in a district are used to calculate voting entitlement in that district.

(e) The chief appraiser shall calculate the number of votes to which each taxing unit other than a conservation and reclamation district is entitled and shall deliver written notice to each of those units of its voting entitlement before October 1 of each odd-numbered year. The chief appraiser shall deliver the notice:

(1) to the county judge and each commissioner of the county served by the appraisal district;

(2) to the presiding officer of the governing body of each city or town participating in the appraisal district, to the city manager of each city or town having a city manager, and to the city secretary or clerk, if there is one, of each city or town that does not have a city manager;

(3) to the presiding officer of the governing body of each school district participating in the district and to the superintendent of those school districts; and

(4) to the presiding officer of the governing body of each junior college district participating in the district and to the president, chancellor, or other chief executive officer of those junior college districts.

(f) The chief appraiser shall calculate the number of votes to which each conservation and reclamation district entitled to vote for district directors is entitled and shall deliver written notice to the presiding officer of each conservation and reclamation district of its voting entitlement and right to nominate a person to serve as a director of the district before July 1 of each odd-numbered year.

(g) Each taxing unit other than a conservation and reclamation district that is entitled to vote may nominate by resolution adopted by its governing body one candidate for each position to be filled on the board of directors. The presiding officer of the governing body of the unit shall submit the names of the unit's nominees to the chief appraiser before October 15.

(h) Each conservation and reclamation district entitled to vote may nominate by resolution adopted by its governing body one candidate for the district's board of directors. The presiding officer of the conservation and reclamation district's governing body shall submit the name of the district's nominee to the chief appraiser before July 15 of each odd-numbered year. Before August 1, the chief appraiser shall prepare a nominating ballot, listing all the nominees of conservation and reclamation districts alphabetically by surname, and shall deliver a copy of the nominating ballot to the presiding officer of the board of directors of each district. The board of directors of each district shall determine its vote by resolution and submit it to the chief appraiser before August 15. The nominee on the ballot with the most votes is the nominee of the conservation and reclamation districts in the appraisal district if the nominee received more than 10 percent of the votes entitled to be cast by all of the conservation and reclamation districts in the appraisal district, and shall be named on the ballot with the candidates nominated by the other taxing units. The chief appraiser shall resolve a tie vote by any method of chance.

(i) If no nominee of the conservation and reclamation districts receives more than 10 percent of the votes entitled to be cast under Subsection (h), the chief appraiser, before September 1, shall notify the presiding officer of the board of directors of each conservation and reclamation district of the failure to select a nominee. Each conservation and reclamation district may submit a nominee by September 15 to the chief appraiser as provided by Subsection (h). The chief appraiser shall submit a second nominating ballot by October 1 to the conservation and reclamation districts as provided by Subsection (h). The conservation and reclamation districts shall submit their votes for nomination before October 15 as provided by Subsection (h). The nominee on the second nominating ballot with the most votes is the nominee of the conservation and reclamation districts in the appraisal district and shall be named on the ballot with the candidates nominated by the other taxing units. The chief appraiser shall resolve a tie vote by any method of chance.

(j) Before October 30, the chief appraiser shall prepare a ballot, listing the candidates whose names were timely submitted under Subsections (g) and, if applicable, (h) or (i) alphabetically according to the first letter in each candidate's surname, and shall deliver a copy of the ballot to the presiding officer of the governing body of each taxing unit that is entitled to vote.

(k) [Effective until January 1, 2022] The governing body of each taxing unit entitled to vote shall determine its vote by resolution and submit it to the chief appraiser before December 15. The chief appraiser shall count the votes, declare the five candidates who receive the largest cumulative vote totals elected, and submit the results before December 31 to the governing body of each taxing unit in the district and to the candidates. For purposes of determining the number of votes received by the candidates, the candidate receiving the most votes of the conservation and reclamation districts is considered to have received all of the votes cast by conservation and reclamation districts and the other candidates are considered not to have received any votes of the conservation and reclamation districts. The chief appraiser shall resolve a tie vote by any method of chance.

(k) [Effective January 1, 2022] Except as provided by Subsection (k-1), the governing body of each taxing unit entitled to vote shall determine its vote by resolution and submit it to the chief appraiser before December 15. The chief appraiser shall count the votes, declare the five candidates who receive the largest cumulative vote totals elected, and submit the results before December 31 to the governing body of each taxing unit in the district and to the candidates. For purposes of determining the number of votes received by the candidates, the candidate receiving the most votes of the conservation and reclamation districts is considered to have received all of the votes cast by conservation and reclamation districts and the other candidates are considered not to have received any votes of the conservation and reclamation districts. The chief appraiser shall resolve a tie vote by any method of chance.

(k-1) [Effective January 1, 2022] This subsection applies only to an appraisal district established in a county with a population of 120,000 or more. The governing body of each taxing unit entitled to cast at least five percent of the total votes must determine its vote by resolution adopted at the first or second open meeting of the governing body that is held after the date the chief appraiser delivers the ballot to the presiding officer of the governing body. The governing body must submit its vote to the chief appraiser not later than the third day following the date the resolution is adopted.

(l) If a vacancy occurs on the board of directors other than a vacancy in the position held by a county assessor-collector serving as a nonvoting director, each taxing unit that is entitled to vote by this section may nominate by resolution adopted by its governing body a candidate to fill the vacancy. The unit shall submit the name of its nominee to the chief appraiser within 45 days after notification from the board of directors of the existence of the vacancy, and the chief appraiser shall prepare and deliver to the board of directors within the next five days a list of the nominees. The board of directors shall elect by majority vote of its members one of the nominees to fill the vacancy.

(m) [Repealed by Acts 2007, 80th Leg., ch. 648 (H.B. 1010), § 5(4), effective January 1, 2008.]

HISTORY: Enacted by Acts 1979, 66th Leg., ch. 841 (S.B. 621), § 1; am. Acts 1981, 67th Leg., 1st C.S., ch. 13 (H.B. 30), §§ 15, 167(a), effective January 1, 1982; am. Acts 1987, 70th Leg., ch. 59 (S.B. 469), § 1, effective September 1, 1987; am. Acts 1987, 70th Leg., ch. 270 (H.B. 268), § 1, effective August 31, 1987; am. Acts 1989, 71st Leg., ch. 1123 (H.B. 2301), § 2, effective January 1, 1990; am. Acts 1991, 72nd Leg., ch. 20 (S.B. 351), § 15, effective August 26, 1991; am. Acts 1991, 72nd Leg., ch. 371 (H.B. 864), § 1, effective September 1, 1991; am. Acts 1993, 73rd Leg., ch. 347 (S.B. 7), § 4.06, effective May 31, 1993; am. Acts 1997, 75th Leg., ch. 165 (S.B. 898), § 6.73, effective September 1, 1997; am. Acts 1997, 75th Leg., ch. 1039, § 2, effective January 1, 1998; am. Acts 1999, 76th Leg., ch. 705 (H.B. 834), § 1, effective January 1, 2000; am. Acts 2003, 78th Leg., ch. 629 (H.B. 2043), effective June 20, 2003; am. Acts 2007, 80th Leg., ch. 648 (H.B. 1010), § 5(4), effective January 1, 2008; am. Acts 2013, 83rd Leg., ch. 1161 (S.B. 359), § 1, effective June 14, 2013; am. Acts 2021, 87th Leg., ch. 644 (H.B. 988), § 3, effective January 1, 2022.

NOTES TO DECISIONS

Analysis

1982 Tex. App. LEXIS 3784 (Tex. App. Fort Worth Jan. 13, 1982, no writ).

- Constitutional Law
 - Equal Protection
 - Scope of Protection
- Governments
 - Local Governments
 - Finance
- Tax Law
 - State & Local Taxes
 - Personal Property Tax
 - General Overview
 - Real Property Tax
 - Assessment & Valuation
 - General Overview

GOVERNMENTS

Local Governments

Finance. — Appraisal districts were created by statute and constituted political subdivisions of the State and constituted entities independent from the cities and counties within their borders; the McLennan County Appraisal District was neither a city nor a county for purposes of the constitutional provision. *Hoppenstein Props. v. McLennan County Appraisal Dist.*, No. 07-13-00035-CV, 2014 Tex. App. LEXIS 5413 (Tex. App. Amarillo May 20, 2014).

TAX LAW

State & Local Taxes

Personal Property Tax

General Overview. — Three-fourths of county taxing units was not authorized by Tex. Tax Code Ann. § 6.03 to change method of selecting board of director members for local tax appraisal district because state legislature provided a clear formula concerning voting entitlement. *Huffman v. Arlington*, 619 S.W.2d 425, 1981 Tex. App. LEXIS 3815 (Tex. Civ. App. Fort Worth June 18, 1981, no writ).

CONSTITUTIONAL LAW

Equal Protection

Scope of Protection. — Judgment that denied a municipal utility district's request to declare Tex. Tax Code Ann. § 6.03(c), (d), (f), (h), (i) unconstitutional was affirmed because a political subdivision did not have any equal protection rights; equal protection rights were vested in persons. *Colony Municipal Utility Dist. v. Appraisal Dist. of Denton County*, 626 S.W.2d 930,

15. Discussion/Action to approve Election Services Contract/Joint Election Agreement with City of Lockhart, Lockhart ISD, City of Mustang Ridge, Oatman Hill MUD, Open R Fresh Water Supply District, Prairie Lea ISD, Waelder ISD and the approval of Election Day Locations and the combination of certain election precincts. **Speaker: Judge Haden/ Devante Coe; Backup: 18; Cost: None**

Caldwell County Agenda Item Request Form

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

AGENDA DATE: 08/22/2023

Type of Agenda Item

- Consent Discussion/Action Budget Amendment
 Public Hearing Executive Session Special Presentation

What will be discussed? What is the proposed motion?

Approval for Election Services Contract/ Joint Election Agreement with City of Lockhart, Lockhart ISD, City of Mustang Ridge, Oatman Hill MUD, Open R Fresh Water Supply District, Prairie Lea ISD, Waelder ISD and the approval of Election Day Locations and the combination of certain election precincts.

1. Costs:

Actual Cost or Estimated Cost \$ \$ 0.00

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

2. Agenda Speakers:

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

3. Backup Materials: None To Be Distributed 18 total # of backup pages (including this page)

4. 
Signature of Court Member

8/18/2023
Date

**JOINT ELECTION SERVICES CONTRACT
BETWEEN
CALDWELL COUNTY
ON BEHALF OF THE CALDWELL COUNTY ELECTIONS ADMINISTRATOR
AND
PARTICIPATING ENTITIES**

WHEREAS, pursuant to Section 41.001(d), Texas Election Code, a county elections administrator shall enter into a contract to furnish election services for a uniform election date when requested by a political subdivision;

WHEREAS, for non-uniform election dates, pursuant to Section 31.092(a), Texas Election Code, the county election administrator may enter into a contract with the governing body of a political subdivision situated wholly or partly in the county served by the county elections administrator in any one or more elections ordered by an authority of the political subdivision;

WHEREAS, pursuant to Section 31.094, Texas Election Code, an election services contract may provide for the county election administrator to perform or supervise performance of any or all of the corresponding duties and functions the elections administrator performs in connection with a countywide election ordered by a county authority, other than the exceptions enumerated in Section 31.096, Texas Election Code.

WHEREAS, the Caldwell County, Texas (the "County") is served by the Caldwell County Elections Administrator (the "Administrator");

WHEREAS, the undersigned political subdivisions (individually or collectively referred to as the "Participating Entities") that conduct elections are situated wholly or partly within the political boundaries of the County.

WHEREAS, for the NOVEMBER 2023 uniform election date and associated subsequent elections, some or all of the Participating Entities request the County, on behalf of the Administrator, to contract for the performance of election services; and

WHEREAS, to promote uniform and consistent elections held within the County, to assist in the reduction of fraud, protection of the secrecy of the ballot, promotion of voter access, and to ensure all legally cast ballots are counted, the County and undersigned Participating Entities intend to enter into a joint election services contract.

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

**ARTICLE I
DEFINITIONS**

Section 1.01. "Contracted Election" means the NOVEMBER 2023 uniform election, as generally described in Section 41.001(a), Texas Election Code, and accompanying early voting period, and, if applicable, any post-election services including any associated runoff elections, recounts, election contests, elections to resolve a tie, and any early voting periods associated with post-election services.

Section 1.02. "Election Officer" means an election judge, alternate election judge, early voting clerk, presiding judge of an early voting ballot board, alternate presiding judge of an early voting ballot board, member of an early voting ballot board, chair of a signature

verification committee, vice chair of a signature verification committee, member of a signature verification committee, presiding judge of a central counting station, alternate presiding judge of a central counting station, central counting station manager, central counting station clerk, tabulation supervisor, and assistant to a tabulation supervisor.

Section 1.03. "Election Clerk" means an election clerk, and deputy early voting clerk.

ARTICLE II PARTICIPATING ENTITY OBLIGATIONS

Section 2.01. **RETAINED DUTIES.** Any duties and obligations not expressly transferred to the Administrator or the County under this agreement are retained by the Participating Entities. Nothing in this contract will be construed to authorize or permit a change in the office with whom or the place at which any document or recording related to the Contracted Election is to be filed, a Participating Entity's requirement to maintain office hours, or place at which any function of the canvass of the election returns is to be performed.

Section 2.02. **JOINT ELECTION AUTHORIZED.** Participating Entities agree to conduct the Contracted Election jointly, as authorized by Chapter 271, Texas Election Code, with any other undersigned Participating Entities holding elections on the same day in all or part of the same territory in Caldwell County. Participating Entities agree and acknowledge that other Participating Entities may join this agreement subject only to County approval.

Section 2.03. **PRECLEARANCE FOR SPECIAL ELECTIONS.** If required by law, Participating Entities will be individually responsible for obtaining appropriate preclearance from the United States Department of Justice for any special elections.

Section 2.04. **APPOINTMENT OF EARLY VOTING CLERK.** Participating Entities, through their respective governing bodies, will appoint the Administrator to serve as the Early Voting Clerk for the Contracted Election.

Section 2.05. **DESIGNATION OF VOTER REGISTRAR.** Participating Entities, through their respective governing bodies, will appoint the Administrator to serve as the Voter Registrar for the Contracted Election.

Section 2.06. **APPOINTMENT OF ELECTION WORKERS.** Participating Entities, through their respective governing bodies, will appoint Election Officers and Election Clerks, as identified in Attachment 'C', pursuant to Section 4.09 of this contract.

Section 2.07. **ELECTION OFFICIAL COMPENSATION APPROVAL.** Participating Entities will set any compensation for election officers at rates consistent with the election cost estimate attached to this contract as Attachment 'A'.

Section 2.08. **DESIGNATION OF CENTRAL COUNTING STATION.** Participating Entities will designate the Caldwell County Elections Office, 1403 Blackjack Street, Lockhart, Texas 78644, as the Central Counting Station for the Contracted Election.

Section 2.09. **DESIGNATION OF POLLING PLACES.** Participating Entities agree to designate the Administrator's office, 1403 Blackjack Street, Suite A, Lockhart, Texas 78644, as the main early voting polling place for the Contracted Election. Participating Entities

agree to designate other polling places, including early voting polling places and temporary early voting polling places as recommended by the Administrator.

- Section 2.10. **ELECTION ORDERS, NOTICES, AND LOCAL CANVASS.** Participating Entities will be responsible for the preparation, adoption, publication, and posting of all statutorily required election orders, notices, and other documents, including bilingual materials, evidencing action by the Participating Entities of all actions necessary to call and administer the Contracted Election, except as otherwise provided for in this contract. Participating Entities will conduct the local canvass.
- Section 2.11. **BALLOTS.** Participating Entities will be responsible for the preparation information contained in English and Spanish ballots and sample ballots, including mail ballots, and, as applicable, will determine the names of the candidates, names of the offices sought, order of names on the ballot, propositions on the ballot, and the Spanish translation of the offices and any propositions. This information will be provided to the Administrator no less than 60 days prior to any associated election day during the Contracted Election. The Participating Entities are responsible for proofreading and, if necessary, notifying the Administrator of necessary corrections to proposed ballots and sample ballots, including mail ballots, as provided by the Administrator.
- Section 2.12. **USE OF COMMON BALLOT.** It is agreed by the parties to this Agreement that a common ballot will be used for joint elections. The universal serial busses ("USBs") containing the voted ballots for an election will be delivered to the Administrator's office at 1403 Blackjack Street, Suite A, Lockhart, Texas 78644, and the USBs will remain in the Administrator's custody, except that the County agrees to provide Participating Entities with the necessary documentation, if requested, for canvass of an election or in the event the voted ballots are required for a recount or any court proceedings in which a Participating Entity may be a party. The County agrees to maintain custody of the USBs containing the voted ballots for the period of time prescribed by the Texas Election Code. All USBs that are not placed in active voting equipment will remain locked in the Caldwell County Elections Office. USBs will not be replaced without being logged out and checked out by an Election Officer or Election Clerk at any time during an election. An audit shall be conducted to ensure that all USBs are present and accounted for. All replaced equipment will remain secured until after tabulation to ensure that all checks and balances have been satisfied.
- Section 2.013. **USE OF COMMON FORMS.** All forms used in the conduct of the election, including but not limited to the poll list, signature roster, ballot registers, expense accounts, and all oaths and certificates will be used jointly by the two agencies. All forms will be returned to the Administrator who shall keep them in his custody for the period prescribed by the Texas Election Code. The County agrees to furnish the Participating Entities with copies of any election documents upon the Participating Entity's request at no charge.
- Section 2.14. **APPLICATIONS FOR MAIL BALLOTS.** Participating Entities will designate the Caldwell County Elections Office, 1403 Blackjack Street, Suite A, Lockhart, Texas 78644, to be the early voting clerk's mailing address to which ballot applications and ballots voted by mail will be sent. Applications for mail ballots sent to Participating entities shall be promptly faxed to the Administrator or emailed to caldwellec@co.caldwell.tx.us for timely processing, with the original application forwarded to the Administrator for appropriate record retention.

- Section 2.15. TRANSLATION.** Each Participating Entity is responsible for having its own election orders, resolutions, notices, or official ballot wording translated into the Spanish language if necessary.
- Section 2.16. MAPS AND ANNEXATIONS.** Participating Entities will provide the Administrator with an updated map and street index, including address numbers, of its jurisdiction in an electronic format that is compatible with the mapping format used by the Administrator's office, and will provide notice to the Administrator of any new developments, annexations, de-annexations, and any other changes to the master voter registration list within the Participating Entities jurisdiction within the County.
- Section 2.16. RECOUNT NOTICE.** Not later than 48 hours after it becomes aware that a recount is required by law or requested by a candidate, Participating Entities will provide notice to the Administrator that a recount must be conducted.
- Section 2.17. ELECTION TO RESOLVE A TIE.** Notwithstanding any provision to the contrary, in the event an election is needed to resolve a tie vote, the affected Participating Entity and the Administrator will agree to an election date and early voting schedule in compliance with the Texas Election Code, with consideration given to other elections conducted by the Administrator. The cost for implementing an election under this section will be attributed solely to the affected Participating Entity.
- Section 2.18. PRECINCT REPORTS TO THE SOS.** Participating Entities will prepare and file all required precinct reports with the Texas Secretary of State.

ARTICLE III COUNTY OBLIGATIONS

- Section 3.01. BACKGROUND CHECK.** The County will conduct a criminal background check (in accordance with statutory requirements) of any nominated Election Officer or Election Clerk who is expected to or scheduled to serve. Any person that does not satisfactorily pass the criminal background check or refuses to consent to a background check will be ineligible to serve in this Contracted Election. Failure to obtain a criminal background check does not release the Participating Entities' obligation for service rendered in good faith.
- Section 3.02. POLLING PLACES.** The County will enter into lease agreements for polling places, including temporary branch polling locations, to effect this contract. Participating Entities agree to reimburse the County for expenses associated with any lease agreements for polling places, pursuant to Section 6.04.

ARTICLE IV ADMINISTRATOR DUTIES

- Section 4.01. ELECTION SUPERVISOR.** The Administrator will coordinate, supervise, and conduct all aspects of administering voting in connection with the Contracted Election in compliance with all applicable laws.
- Section 4.02. POLLING PLACES.** The Administrator will arrange for election day polling places, and the hours and location of early voting polling places, including temporary branch polling places. The Administrator will arrange for the physical preparation of each polling place, including tables, chairs, and voting booths.

- Section 4.03. NOTICE OF PREVIOUS POLLING PLACE.** As necessary, The Administrator will post physical notices of a change in polling places as required by Section 43.062, Texas Election Code. Participating Entities will be responsible for any other notice requirements under Section 43.061, Texas Election Code.
- Section 4.04. ELECTION SUPPLIES.** The Administrator shall, as necessary to conduct the Contracted Election, procure, prepare, and distribute election supplies to Election Officers for use at their respective polling locations during the Contracted Election.
- Section 4.05. EARLY VOTING CLERK.** Pursuant to Sections 31.096 and 32.097(b), Texas Election Code, the Administrator will serve as the Early Voting Clerk for the Contracted Election, and will supervise and conduct the early voting by mail and by personal appearance as follows:
- (a) Appoint personnel to serve as early voting deputy clerks;
 - (b) Publish notice of early voting polling places, including temporary branch polling places;
 - (c) Receive and process mail ballot applications on behalf of the Participating Entities in accordance with Title 7, Texas Election Code, at the Caldwell County Elections Office, 1403 Blackjack Street, Suite A, Lockhart, Texas 78644;
 - (d) Secure and maintain early voting ballots at the Caldwell County Elections Office, 1403 Blackjack Street, Suite A, Lockhart, Texas 78644, or other location as necessitated by County reorganization;
 - (e) Coordinate the Early Voting Ballot Board to meet at the Caldwell County Elections Office, 1403 Blackjack Street, Suite A, Lockhart, Texas 78644;
 - (f) Publish electronic notice of the Signature Verification Committee meeting, pursuant to Chapter 87.121(i)(1), Texas Election Code;
 - (g) Publish notice, including electronic notice, of the Early Voting Ballot Board meeting, pursuant to Chapter 87.027, Texas Election Code;
 - (h) Publish notice, including electronic notice, that voting materials have been delivered to the signature verification committee and early voting ballot board, pursuant to Sections 87.0221, 87.0222, 87.0223, 87.023, 87.024, and 87.027(h), Texas Election Code.
- Section 4.06. ELECTION DAY DUTIES.** For each election day during the Contracted Election, not including early voting periods, the Administrator will coordinate, supervise, and conduct the election as follows:
- (a) Make himself available from 6:00A.M. until the completion of vote counting to render guidance, technical support, and assistance to voters, Election Officials, Election Clerks, and Participating Entities;
 - (b) Prepare and conduct post-election intake of election equipment, supplies, and records;
 - (c) Serve as central counting station manager and tabulation supervisor;
 - (d) Count votes in conjunction with the Early Voting Ballot Board and Central Counting Station judges;
- Section 4.07. ELECTION NIGHT REPORTS.** The Administrator will prepare the unofficial and official tabulation of precinct results, as follows:
- (a) Periodically make a public announcement of the current state of the unofficial tabulation, at www.co.caldwell.tx.us/page/caldwell.ElectionsOffice;

- (b) Provide unofficial early voting precinct results and election day precinct results to Participating Entities as soon as administratively possible, but not earlier than the close of all polling places on the associated election day;
- (c) Reconvene the Early Voting Ballot Board after election day as necessary to determine the disposition of timely provisional votes and late mail ballots, and to resolve any issues with such ballots;
- (d) Promptly after final disposition of provisional votes and late mail ballots, the Administrator will retally and update the unofficial and official tabulation of precinct results with accepted provisional votes and resolved mail ballots, and provide new unofficial and official tabulations to the Participating Entities.

Section 4.08. ELIGIBILITY OF ELECTION WORKERS. The Administrator will notify all Election Officers and Election Clerks about the eligibility requirements contained in Title 3, Subchapter C, Texas Election Code, and Section 271.005, Texas Election Code. The Administrator will take necessary steps to ensure that all Election Officers and Election Clerks nominated to serve during the Contracted Election are qualified and eligible to serve.

Section 4.09. NOMINATION OF ELECTION OFFICERS. Administrator will provide to Participating Entities a list of persons to serve as Election Officers for the Contracted Election, attached as Attachment 'C'. If a person becomes unable or unwilling to serve as an Election Officer, the Administrator will nominate a replacement and, within 2 business days after amending Attachment 'C', forward the amended Attachment 'C' to the Participating Entities for appointment of the new nominee. Notwithstanding Section 7.08 of this contract, the County may update Attachment 'C' on receipt of a written communication from an appointed or nominated Election Officer indicating an inability or unwillingness to serve as an Election Officer.

Section 4.10. NOTIFICATION OF APPOINTMENT TO ELECTION OFFICERS. Within 72 hours of receiving notice of appointed Election Officers from Participating Entities, the Administrator will notify each appointed election officer of said appointment. The notification will also include the assigned polling station, the date of the election officer's election training(s), the date and time of the Contracted Election, the rate of compensation, the number of clerks the judge may appoint, the eligibility requirements for election clerks, and a list of nominated election clerks.

Section 4.11. ELECTION TRAINING. The Administrator will be responsible for conducting training for election officers and election clerks, as required by applicable law.

Section 4.12. CENTRAL COUNTING STATION. The Administrator will establish a central counting station to receive and tabulate ballots cast during the Contracted Election under Chapter 127, Texas Election Code. The central counting station will be located at the Caldwell County Elections Office, 1403 Blackjack Street, Lockhart, Texas 78644.

Section 4.13. LOGIC AND ACCURACY TESTING. In advance of Early Voting, the Administrator, the tabulation supervisor, and other members the Administrator designates for the testing board shall conduct all logic and accuracy testing in accordance with applicable law and guidance provided by the Office of the Texas Secretary of State. The Administrator will be responsible for the publication of any required notice for logic and accuracy testing.

Section 4.14. REGISTERED VOTER LIST. The Administrator will provide lists of registered voters as required by law for use during the Contracted Election.

- Section 4.15. **POLLING EQUIPMENT.** The Administrator will prepare and distribute the Elections Systems & Software (“ES&S”) Polling Equipment for the Contracted Election, with each polling location to have at least one voting machine that is accessible to disabled voters.
- Section 4.16. **BALLOTS.** The Administrator will be responsible for the printing, programming, and distribution of English and Spanish ballots and sample ballots, including mail ballots, based on the information provided by the Participating Entities pursuant to Section 2.11 of this contract. The Administrator will deliver the proposed ballots to the Participating Entities for approval prior to the printing, programming, and distribution of English and Spanish ballots and sample ballots, including mail ballots.
- Section 4.17. **CUSTODIAN OF ELECTION RECORDS.** The Administrator will serve as the general custodian for election records and will maintain and preserve election records generated as part of the Contracted Election, as required by law. Access to the election records will be available to each Participating Entity as well as to the public in accordance with the Texas Public Information Act, Chapter 552, Texas Government Code. Third-party notice to Participating Entities, pursuant to Chapter 552, will be provided subject to Section 7.04 of this contract.
- Section 4.18. **DELEGATION OF DUTIES.** The Administrator may, at his discretion, assign a deputy elections administrator to perform any of the contracted services.
- Section 4.19. **TIMELY PERFORMANCE.** The Administrator will perform all election services in compliance with all time requirements set out in the Texas Election Code.
- Section 4.20. **THIRD-PARTY CONTRACTS.** Pursuant to Section 31.098, Texas Election Code, the County is authorized to contract with third-parties for election services and supplies, to be included in any final invoice submitted to Participating Entities for payment subject to Sections 6.04 and 6.05 of this contract.

ARTICLE V TERM AND WITHDRAWAL

- Section 5.01. **INITIAL TERM.** The initial term of the contract will commence on the last party’s execution hereof, and expires with respect to an individual Participating Entity on the County’s receipt of that Participating Entity’s payment-in-full of a final invoices submitted by the Administrator.
- Section 5.02. **WITHDRAWAL.** Participating Entities may withdraw from this contract by delivering to the Administrator any certifications and declarations required under Subchapters C or D, Chapter 2, Texas Election Code. Delivery of said necessary certifications or withdrawals must be provided by the statutory deadlines prescribed by the Texas Elections Code. Any Participating Entities withdrawing from this contract will be billed for any expenses incurred or obligated prior to the Administrator’s receipt of said necessary certifications and declarations. A Participating Entity’s obligation to pay for any expenses incurred or obligated prior to withdrawal, subject to Sections 6.04 and 6.05 of this contract, survives expiration, termination, or cancellation of this contract until paid-in-full by the Participating Entities.

**ARTICLE VI
COSTS AND PAYMENT**

- Section 6.01. **ESTIMATED COST.** Participating Entities acknowledge that the estimate contained in Attachment 'A' is an estimate ONLY, and any required payment reflected in the final invoice may differ.
- Section 6.02. **FINAL INVOICE.** Final election expenses, as calculated pursuant to Sections 6.04 and 6.05 of this contract, will be determined within 120 business days after the conclusion of the Contracted Election. The Administrator will provide each Participating Entity with a final invoice.
- Section 6.03. **PAYMENT DATE.** An invoice for election services submitted by the Administrator to Participating Entities is due and payable to the address set forth in the invoice within 30 days from the date of its receipt by a Participating Entity. This provision survives expiration, termination, or cancellation of this contract until paid-in-full by the Participating Entities.
- Section 6.04. **PRORATED BILLING.** Participating Entities agree to share the costs of administering the Contracted Election. Allocation of costs for the entire election, unless specifically stated otherwise, will be shared between the Participating Entities based on a ration formula involving the total number of registered voters eligible to vote in the joint election and the number of registered voters associated with the individual Participating Entities for the joint election. The Participating Entities will be responsible for their percentage of the prorated cost or a minimum cost of \$500.00, whichever is greater. The cost of any special request from a Participating Entity which is not agreed upon by all Participating Entities, will be borne solely by the requesting Participating Entity.
- Section 6.05. **ADMINISTRATIVE FEE.** As authorized by the Section 31.100, Texas Election Code, a general supervisory fee not to exceed 10% of the total cost of the election will be assessed, and not less than \$75.00.
- Section 6.06. **PAYMENT FROM CURRENT REVENUES.** Each Party paying for the performance of governmental functions or services under this contract will make payments from current revenues available to the paying party.

**ARTICLE VII
MISCELLANEOUS**

- Section 7.01. **CONTRACT COPIES TO AUDITOR AND TREASURER.** Pursuant to Section 31.099, Texas Election Code, the Administrator will file a copy of this executed contract with the Caldwell County Auditor and the Caldwell County Treasurer within 10 days of the execution date.
- Section 7.02. **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 7.03. **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 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 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, or, when applicable, on the next available dates under the Texas Election Code.

Section 7.04. NOTICE. Any addendum to, change or modification of, clarification of, or withdrawal from this contract requires written notice to and written approval by Caldwell County. Whenever this contract requires any consent, approval, notice, request, or demand, the writing must be delivered to the party intended to receive it and other Participating Entities, as provided in Attachment 'B'. 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 in Attachment 'B' Notwithstanding this Section and Section 7.08 of this contract, the County may update Attachment 'B' on receipt of a written communication from a Participating Entity designating new contact information. Within two business days after Attachment 'B' is amended, the Administrator will send each Participating Entity a copy of the amended attachment.

Section 7.05. 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.

To the extent permitted by law, if legal action is filed against a party to this contract, that party shall be solely responsible for their own respective costs and defense of that suit.

- Section 7.06. **CHOICE OF LAW.** This contract will be governed and interpreted by the laws of the State of Texas.
- Section 7.07. **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.
- Section 7.08. **ENTIRE CONTRACT.** This contract, including any exhibits or attachments, contains the entire agreement between the Administrator, the County, and the Participating Entities concerning the duties required by this contract. The Administrator and each Participating Entity 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 7.09. **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 7.10. **RELATIONSHIP OF PARTIES.** The Participating Entities, including their agents or employees, are independent contractors and are not an agent, servant, joint enterpriser, joint venturer, or employee of the Administrator or the County, and are responsible for their own acts, forbearance, negligence, and deeds, and for those of their agents or employees in conjunction with the performance of services covered under this contract. The Participating Entities represent that they have, or will secure at their own expense, all personnel and consultants required in performing the services herein. Such personnel and consultants shall not be employees of or have any contractual relationship with the Administrator or the County.
- Section 7.11. **DEFAULT, 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.
- Section 7.12. **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 7.13. **SIGNATORY WARRANTY.** The signatories for the County, the Administrator, and Participating Entities 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 Participating Entities to validly and legally bind the Participating Entities to all terms, performances, and provisions set forth in this contract.

Section 7.14. **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

Devante Coe
Caldwell County Elections Administrator

CITY OF LOCKHART, TEXAS

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

OATMAN HILL MUNICIPAL UTILITY DISTRICT

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

PRAIRIE LEA ISD

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

City of Mustang Ridge, Texas

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

LOCKHART ISD

Name: _____
Title: _____

WAELDER ISD

Name: _____
Title: _____

OPEN R FRESH WATER SUPPLY DISTRICT

Name: _____
Title: _____

Attest:

Name: _____
Title: _____

Attest:

Name: _____
Title: _____

Attest:

Name: _____
Title: _____

Attachment A

EST.

Attachment B

Participating Entities:

Caldwell County

City of Lockhart

City of Mustang Ridge

Prairie Lea ISD

Lockhart ISD

Waelder ISD

Oatman Hill Municipal Utility District

Open R Fresh Water Supply District

Point of Contact for _____:

Printed Name of Official: _____

Officials Mailing Address: _____

Officials Email Address: _____

Official Contact Number: _____

Can this Contact Number be used after Afterhours? If not, is there an after-hours contact number?

After Hours Contact Number: _____

After Hours Officials Name(If Different from above):

Signature of _____ Authorizing Authority

Title of Authorizing Authority

Attachment C

Appointment of Election Officials

Early Voting Clerk: Devante Coe

Early voting by personal appearance will be conducted each day at:
(La votación adelantada en persona se llevará a cabo todos los días en:

<u>CALDWELL COUNTY ELECTIONS OFFICE</u> 1403 Blackjack St. Ste A Lockhart, Texas 78644	
<u>Scott Annex Building – Conference Room</u> <u>(Main Early Voting Location)</u> 104 Blackjack St. Lockhart, Texas 78644	Luling Civic Center 333 E. Austin St. Luling Texas, 78648

Applications for ballot by mail should be mailed to:

(Las solicitudes para boletas que se votaran en ausencia por correo deberán enviarse a:)

ATTN: Early Voting Clerk

Scott Annex Building

Caldwell County Elections Office

1403 Blackjack St. Ste A

Lockhart, Texas 78644

CALDWELLEEC@CO.Caldwell.TX.US

Applications for ballots by mail must be received no later than the close of business on October 27, 2023.

(Las solicitudes para boletas que se votarán adelantada por correo deberán recibirse para el fin de las horas de negocio el 27 de Octubre 2023.)

NOVEMBER 2023 UNIFORM ELECTION – ELECTION DAY

LOCATION	ADDRESS	PCT(S)	Election Day Judges
FIRST LOCKHART BAPTIST CONNECTION CENTER	200 S. BLANCO ST. LOCKHART, TX 78644	100 / 101	
GRACE LUTHERAN FELLOWSHIP HALL	108 N. MEDINA (FIR ST ENTRANCE) LOCKHART, TX 78644	103 / 108	
VFW POST 8927	7007 S. US HWY 183 LOCKHART, TX 78644	102 / 104	
LOCKHART EVENING LIONS CLUB	220 BUFKIN LANE LOCKHART, TX 78644	111	
SOUTHSIDE CLUBHOUSE	1035 S. MAGNOLIA AVE LULING, TX 78648	201 / 202	
MCNEIL BAPTIST CHURCH	14304 FM 1322 LULING, TX 78648	203	
MCPAHAN COMMUNITY CENTER	6022 FM 713 DALE, TX 78616	204 / 205	
LULING CIVIC CENTER	333 E. AUSTIN ST. LULING, TX 78648	206	
THREE RIVERS COMMUNITY CHURCH FELLOWSHIP HALL	103 MAIN ST. MARTINDALE, TX 78655	300 / 301	
MAXWELL FIRE STATION	9655 TX 142 MAXWELL, TX 78656	302	
UHLAND COMMUNITY HALL	15 N. OLD SPANISH TRAIL UHLAND, TX 78640	303 / 306	

FENTRESS COMMUNITY CHURCH	13481 STATE PARK RD. (STATE PARK/BARBER ST.) FENTRESS, TX 78622	305	
ST. MARKS METHODIST CHURCH	602 E. LIVE OAK ST. LOCKHART, TX 78644	401	
ST. MARY'S CATHOLIC PARISH HALL	205 W. PECAN ST. LOCKHART, TX 78644	402	
LYTTON SPRINGS BAPTIST CHURCH	8511 FM 1854 DALE, TX 78616	404	
DALE FIRE STATION	1414 FM 1854 DALE, TX 78616	400 / 405	

CENTRAL COUNTING STAFF

CENTRAL COUNTING STAFF				
CENTRAL COUNT & TABULATION MANAGER	ASSIT. MANAGER	ASST. MANAGER TABULATION	CENTRAL COUNT JUDGES	
DEVANTE COE	SARAH FULLILOVE	MAYRA CALDERON	JUDGE: DAVID TSCHIRHART	ALT. JUDGE: VANESSA GUITERREZ

16. Discussion/Action to approve 2024
Sheriff and Constable Fees. **Speaker:**
Judge Haden/Constable Clemente
Verastegui (Pct.1); Backup: 3; Cost: None

Caldwell County Agenda Item Request Form

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

AGENDA DATE: 8/22/2024

Type of Agenda Item

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

What will be discussed? What is the proposed motion?

To approve 2024 Sheriff and Constable Fees

1. Costs:

Actual Cost or Estimated Cost \$ 0

Is this cost included in the County Budget? _____

Is a Budget Amendment being proposed? _____

2. Agenda Speakers:

Name	Representing	Title
(1) Judge Hoppy Haden		
(2) Constable Clemente Verastegui (Pct.1)		
(3)		

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

4. 
Signature of Court Member

Date 8/11/2023



**SHERIFF AND CONSTABLE SERVICE FEES
CALDWELL COUNTY, TEXAS**

Effective 1/1/2024

Citations / Tax Citations / Citations by Posting / All Other Court Citations	90.00
Citation by Publication	90.00
Precept to Serve / Notice	90.00
Subpoenas / Summons	90.00
Small Claims Citation	90.00
Justice Court Citation	90.00
Forcible Detainer / Eviction Citation	90.00
Subpoenas / Summons	90.00
Writ of Re-Entry	250.00
Writ of Restoration (Of Utility Services)	250.00
Writ of Assistance for Possession of Aircraft	250.00
If service exceeds 2 hours, additional fee of \$55 per hour / per deputy	
Writ of Possession (Eviction)	250.00
If service exceeds 2 hours, additional fee of \$55 per hour / per deputy:	
Writ of Retrieval	150.00
Distress Warrant	250.00
Order of Sale	250.00
Writ of Attachment (Person & Property)	250.00
Writ of Possession	250.00
Writ of Sequestration	250.00
Writ of Execution	250.00
Writs – All Other	250.00
Writ of Garnishment	150.00
Writ of Habeas Corpus	150.00
Writ of Scire Facias	150.00
Tax Warrant	150.00
County Commission is due based on percent of monies collected on Writ of Executions & Order of Sales in addition to the above service fee: 10 percent of the first \$20,000 5 percent of the next \$20,001 and up	
Other Service Fees	
Injunctions	150.00
Turnover Order	150.00
Temporary Restraining Order	150.00
Show Cause Order	90.00
Delivery of Judgment	90.00
Deed or Bill of Sale (each)	50.00
Posting a Public Notice	50.00
Impound / Per Day	25.00
Impoundment Fee (per day)	10.00

Sheriff Mike Lane
1204 Reed Dr. Lockhart, Texas 78644 Phone: 512-398-6790

Constable Clemente Verastegui (Pct. 1)
405 E. Market Street, Suite A, Lockhart, Texas 78644 Phone: 512-359-2347

Constable Tom Will (Pct. 2)
505 E. Fannin Luling, Texas 78648 Phone: 512-995-0272

Constable Michael Bell (Pct. 3)
9675 State Hwy 142 (PO Box 145) Maxwell, Texas 78656 Phone: 512-234-0608

Constable Art Villareal (Pct. 4)
405 E, Market Street, Suite F, Lockhart, Texas 78644 Phone: 512-359-4695

Pursuant to Section 118.131 of the TEXAS LOCAL GOVERNMENT CODE,

Adopted on this _____ day of _____, _____.

Caldwell County Commissioner's Court

Hoppy Haden, County Judge

ATTEST:

Teresa Rodriguez, County Clerk

17. Discussion/Action to approve Caldwell County to implement the Positive Pay Program through First Lockhart National Bank for our Operating Bank Account.
Speaker: Judge Haden/Danie Teltow;
Backup: 8; Cost: \$780.00

Caldwell County Agenda Item Request Form

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

AGENDA DATE: 08/22/2023

Type of Agenda Item

- Consent
 Discussion/Action
 Budget Amendment
 Public Hearing
 Executive Session
 Special Presentation

What will be discussed? What is the proposed motion?

to approve Caldwell County to implement the Positive Pay Program through First Lockhart National Bank for our Operating Bank Account.

1. Costs:

Actual Cost or Estimated Cost \$ 780.00

Is this cost included in the County Budget? No

Is a Budget Amendment being proposed? TBD

2. Agenda Speakers:

	Name	Representing	Title
(1)	Danie Teltow	Treasurer's Office	County Auditor
(2)			
(3)			

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

4. 
Signature of Court Member

08/09/2023
Date



FIRST LOCKHART NATIONAL BANK POSITIVE PAY AGREEMENT

This Positive Pay Agreement ("Agreement") dated as of [8/9/2023], is made by and between [Caldwell County Treasurer] ("you" or the "Business") and First Lockhart National Bank (the "Bank"). Pursuant to this Agreement, the Bank will provide Positive Pay Services, a payment application and process designed to assist with managing and reducing the risk of unauthorized checks, presented to the Business's designated deposit Accounts maintained with the Bank.

The Bank may require you to provide an enrollment form or application and may require its written approval prior to permitting you to use the Positive Pay Services. The Bank may require you to provide updated financial information and other information in its discretion from time to time.

1. Definitions.

- (a) **"Accounts"** means the Business's designated deposit accounts at the Bank as stated on Schedule B.
- (b) **"Business Day"** means any calendar day that the Bank and the Federal Reserve Bank of the United States of America both transact the majority of their business and excludes Saturdays, Sundays, and federal holidays.
- (c) **"Check"** means a draft, payable on demand and drawn on or payable through or at an office of a United States bank, whether or not negotiable, that is handled for forward collection, including a Substitute Check and a traveler's check; and does not include a non-cash item payable in a medium other than United States dollars.
- (d) **"Exception Report"** has the meaning described in Section 7.
- (e) **"Issued Check Files"** has the meaning described in Section 4.
- (f) **"Positive Pay Services"** (the "Services") means the information, web-based services, technological infrastructure and software provided by or through the Bank, which allow the Business to access the Services for purposes of making pay, no pay decisions regarding checks being presented to their account.
- (g) **"Security Procedures"** means the use of identification codes, encryption, passwords, logon identifications, personal or location identification numbers, repetitive codes, and other security devices, systems and software used by the Business to communicate Issued Check Files, payment instructions, and other issues related to this Service to the Bank.
- (h) **"Substitute Check"** means a document that meets the legal requirements of the "Check Clearing for the 21st Century Act" (Check 21) regulations for a Substitute Check, which may generally be used in place of a check.
- (i) **"Decision Cutoff Time"** is the time of business day that pay or return decisions will be communicated to the Bank. The current Decision Cutoff Time is 10:30am CST.
- (j) **"Issued Check File Cutoff Time"** is the time of business day that issued check file will be delivered to the bank. The current Issued Check File Cutoff Time is 5:00pm CST.

Item listed on an Exception Report, you must notify the Bank of your intent to authorize such payment. You must notify the Bank at or before 9:30 am, CST (“**Decision Cutoff Time**”) on the Business Day you received such Exception Report. Any Exception Item listed on the Exception Report that is not authorized for payment by you as provided for herein will be returned. Any return items will be marked “Refer to Maker”. The Bank does not check Exception Items against previously cleared items. You agree not to use the Positive Pay Service as a substitute for stop payment orders. If you wish to place a stop payment order you must notify the bank in writing.

10. Security Procedures. Submissions of Issued Check Files, payment instructions, and other similar files and instructions under this Agreement must be submitted according to Security Procedures which may be determined by the Bank from time to time.

11. Indemnification for Payment of Authorized Exception Items. If you authorize the payment or nonpayment of an item, including an Exception Item, such item will be deemed properly payable by the Bank. You hereby release, discharge and agree to indemnify and hold harmless the Bank from and against all types of claims, suits, causes of action, losses, damages, costs, expenses (including reasonable attorney’s fees) and liabilities in connection with the Bank’s payment or nonpayment of an Exception Item that has been authorized by you in accordance with the terms of this Agreement. This indemnity shall be in addition to all other requirements for you to indemnify the Bank under this Agreement.

12. Return of Authorized Items. Nothing herein shall limit the Bank’s right to return any matching or other check that you have authorized the Bank to pay in accordance with this Agreement if the Bank determines in its sole discretion that the check is not properly payable for any reason (without the Bank’s agreeing to, or being required to make such determinations in any circumstance) or that there are insufficient collected and available funds to pay it in the applicable Deposit Account.

13. Rightful Payment and Dishonor.

- (a) If the Bank honors a check in accordance with this Agreement, such honor shall be rightful, and the Business waives any right it may have to assert that an item was not properly payable under U.C.C. section 4-401.
- (b) If the Bank dishonors a Check Exception in accordance with this Agreement, the dishonor shall be rightful, and the Business waives any right it may have to assert that the dishonor was wrongful under U.C.C. section 4-402.
- (c) The Business agrees that the Bank exercises ordinary care whenever it rightfully pays or returns a Check Exception consistent with the provisions of this Agreement.

14. Cooperation with Law Enforcement. You agree to complete an Affidavit of Unauthorized/Altered or Forged Check and file a police report within your local jurisdiction if requested by the Bank. You also agree to cooperate with law enforcement with respect to reporting and prosecution of crimes related to your issued Checks.

15. Fee for the Services. The Business shall compensate the Bank for the performance of the Services in accordance with the pricing agreed upon by the Business and the Bank as stated in Schedule A. Amounts payable by the Business to the Bank shall be collected on a monthly basis by the Bank. The associated fees are subject to change at any time. The initial price for this service is set forth in Schedule A.

16. Representations and Warranties of the Business. The Business represents and warrants that: (a) it is fully authorized to enter into and perform under this Agreement and that this Agreement constitutes its legal, valid and binding obligation; (b) the Business is solvent and in good standing in the State of its organization; (c) it is not the present intent of the Business to seek protection under any Bankruptcy laws; (d) its Checks are currently and were at the time of their creation, bona fide and existing obligations of the Business; and (e) all Checks and all documents and practices related to them comply with applicable federal and state law.

17. No Warranty. The Bank’s duties and responsibilities to you are strictly limited to those described in this Agreement, except with respect to any provisions of the law that cannot be varied or waived by agreement. **YOU ACKNOWLEDGE THAT THE BANK MAKES NO EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO THE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF**

Phone: 512.398.3416

Email: videobanking@firstlockhart.com

The Business: Caldwell County Treasurer

23. Amendments. The Bank may, amend any of the terms and conditions of this Agreement, including, without limitation, any Cutoff Time, the Bank's Business Days and any Schedule attached hereto upon five (5) days' notice to the Business. Unless the Business terminates this Agreement within five (5) business days following receipt of such notice, the Business shall be deemed to consent to such amendment. No other amendments to this Agreement shall be binding upon the parties unless the same are in writing and executed by both parties.

24. Assignment. This Agreement shall bind and benefit the parties and their successors and assigns. This Agreement may not be assigned by the Business without the Bank's prior written consent. The Bank may assign this Agreement without the Business's consent.

25. Compliance with Laws. The Business agrees to comply with all laws, rules, and regulations in connection with the Services.

26. Confidentiality. All user guides, manuals, data, software, processes and other information provided to the Business in connection with the Services and all fee and pricing information with respect to the Services ("Information") is the proprietary and confidential property of the Bank and/or its relevant licensors or suppliers. The Business agrees to use the Information only in the manner specified by the Bank and in the ordinary course of the Business's business, to return it to the Bank upon termination of the relevant Services, and to keep the Information confidential and limit access thereto only to its agents and employees who require access in the normal course of their duties, except to the extent the Information is already in the public domain or the Business is required to disclose the Information by law.

27. Disclosure. The Business acknowledges that the Bank may have certain legal record keeping and reporting requirements with respect to the Services and consents to the Bank's disclosure to governmental authorities of information concerning the Business and the Services provided to the Business which the Bank believes to be appropriate or necessary to fulfill such legal requirements.

28. Termination. Either party may terminate the Services by providing five business (5) days' prior written notice to the other party. The Bank may also terminate or suspend the Services without notice to the Business if any of the following occurs: (a) the Business becomes insolvent or files, or has filed against it, any Bankruptcy or other insolvency, reorganization, liquidation or dissolution proceeding of any kind; (b) a material adverse change occurs in the Business's business or financial condition; (c) the Bank has reason to believe that the Business has engaged in fraudulent or illegal activity; (d) the Business fails to maintain balances in accounts sufficient to cover overdrafts; (e) the Business violates the terms of this Agreement, any other deposit agreement or any financing arrangement with the Bank; (f) the Business fails to provide financial information reasonably requested by the Bank; (g) the Bank determines it is impractical or illegal to provide the Services because of changes in laws, regulations or rules; or (h) the Bank, in good faith, is unable to satisfy itself that the Services has been properly authorized by the Business; (i) the Business or its employees or agents, in connection with use of the Services, violate any Federal or State laws including Federal Reserve Regulations, Automated Clearing House Association ("NACHA") Rules, or Uniform Commercial Code, 12 CFR Part 229, Regulation CC). Notwithstanding any termination, the terms of this Agreement shall apply to all transactions, which have been initiated prior to termination. In the event of termination of this Agreement, the Business agrees to continue to abide by the terms and conditions stated in its other agreements with the Bank.

29. Governing Law. This Agreement shall be governed by the laws of the State of Texas, without regard to its conflicts of laws principles. To the extent this Agreement permits the parties to resolve disputes by filing suit in a court, the Business agrees that the courts of the State of Texas shall have jurisdiction to hear any dispute arising out of the Services and submits to the jurisdiction of such courts.

30. Arbitration. Any claim or dispute ("Claim") by either the Bank or the Business against each other, relating in any way to this Agreement or any prior agreement between parties relating to the subject matter

of this Agreement shall be resolved by binding arbitration. This applies to all Claims whether under a statute, in contract, tort, or otherwise and whether for money damages, penalties or declaratory or equitable relief, including Claims regarding applicability of this arbitration agreement or the validity of the entire Agreement or any prior agreement.

Arbitration shall be conducted via the American Arbitration Association who will conduct the arbitration under its Commercial Arbitration Rules in effect at the time the Claim is filed. Arbitration shall be conducted by an arbitrator who is a licensed attorney having at least five (5) years experience in addressing matters of the type submitted for such arbitration. Either party can obtain rules and forms at any American Arbitration Association office, including 18756 Stone Oak Parkway, Suite 200 San Antonio, Texas 78258. Venue for any arbitration proceeding shall be located in Caldwell County. This agreement to arbitrate is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16 ("FAA"). Judgment upon any arbitration award may be entered in any court having proper jurisdiction thereof. If either party requests, the arbitrator shall prepare a statement of facts and conclusions which support the award. This arbitration provision will survive the termination of this Agreement.

31. WAIVER OF JURY TRIAL. THE BUSINESS AND THE BANK WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY LITIGATION OR OTHER PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES USED BY THE BUSINESS.

32. Severance. If any provision of this Agreement is unenforceable under applicable law or public policy, the provision shall be construed as being ineffective to the extent such provision is unenforceable without invalidating the remaining provisions of this Agreement.

33. Entire Agreement. This Agreement manifests the entire agreement between the parties regarding the subject matter hereof and supersedes all prior understandings, writings, proposals, representations, or communications, oral or written, of either party. Neither party relied on any representation nor promise by the other party that are not set forth in this Agreement.

34. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement. No third party may enforce any right or obligation under this Agreement against either party.

35. Survival. The provisions of this Agreement that, by their nature, are intended to survive the termination of this Agreement shall so survive.

36. Marketing and Trademarks. Neither the Business nor the Bank shall display any name, trademark, or service mark of the other without the prior written consent of the other party.

37. No Waiver. None of the terms of this Agreement may be waived except as the Bank may consent in writing, and no agreement with or representation made by any employee of the Bank that is in conflict with this Agreement will be binding on the Bank unless contained in a written modification of this Agreement signed by an authorized officer of the Bank. No delay on the part of the Bank in exercising any right or power under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power under this Agreement preclude further exercise thereof or the exercise of any other right or power.

38. Construction. The rights and remedies under this Agreement are cumulative and not exclusive of any rights or remedies which the Bank would otherwise have. Section headings in this Agreement are for convenience of reference only and do not constitute a part hereof or thereof. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

[Signature Page Follows]

The parties have read and agree to the terms and conditions of this Agreement.

Business : Caldwell County Treasurer

First Lockhart National Bank

By: _____ **By:** _____

Title: _____ **Title:** _____

Date: _____ **Date:** _____

Signature: _____ **Signature:** _____

**SCHEDULE A
SCHEDULE OF POSITIVE PAY CHARGES**

Description	Charge Type	Fee
Monthly Base Access Fee	Monthly	\$65.00
Initial Set-up Fee	One Time	n/a

This fee schedule is confidential and not to be disclosed to other parties. The fees for this service will be charged on a monthly basis and on occurrence on a date determined by the Financial Institution. Fees are subject to change.

METHOD OF PAYMENT

Monthly access fee charge account # _____

Business : Caldwell County Treasurer

First Lockhart National Bank

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Signature: _____

Signature: _____

SCHEDULE B

**DESIGNATED ACCOUNTS
POSITIVE PAY**

Account Name	EIN	Account Number
See list	74-6001631	

Business : Caldwell County Treasurer

First Lockhart National Bank

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Signature: _____

Signature: _____

18. Discussion/Action to approve budget amendment #64 for Unit Road – Operating, Lubricants, and Tires. **Speaker: Judge Haden/Danie Teltow; Backup: 7; Cost: \$20,000.00**

Caldwell County Agenda Item Request Form

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

AGENDA DATE: 08/22/23

Type of Agenda Item

- Consent Discussion/Action Budget Amendment
 Public Hearing Executive Session Special Presentation

What will be discussed? What is the proposed motion?

Requesting approval of budget amendment for Unit Road- Operating, Lubricants, and Tires

BA #64

1. Costs:

Actual Cost or Estimated Cost \$ 20,000.00

Is this cost included in the County Budget? YES

Is a Budget Amendment being proposed? YES

2. Agenda Speakers:

	Name	Representing	Title
(1)	Danie Teltow	Donald LeClerc	County Auditor
(2)			
(3)			

3. Backup Materials: None To Be Distributed 7 total # of backup pages (including this page)

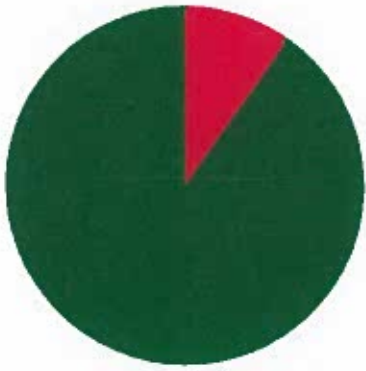
4. 
Signature of Court Member

08/11/2023
Date

Summary

Budget Summary

General	Original Budget	50,000.00
Segmentation	<u>Adjustments</u>	<u>-15,000.00</u>
Report Groups	Current Budget	35,000.00
Notes	<u>Activity</u>	<u>3,438.00</u>
Authorization	<u>Encumbrances</u>	<u>0.00</u>
Budget	<u>Reserves</u>	<u>0.00</u>
Summary	Budget Remaining	31,562.00
Detail	<u>Pending</u>	<u>0.00</u>
Period Distributions	Budget Available	31,562.00
Adjustments		
Budget Notes		
History		



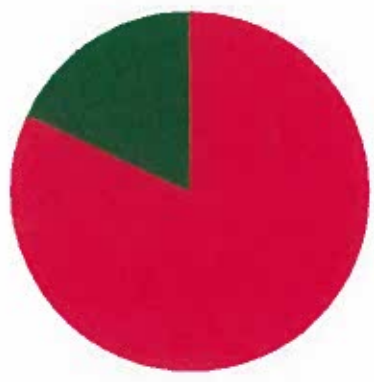
■ Budget Used ■ Budget Remaining

Budget Remaining	31,562.00	Percent Remaining	90.18%
Budget Used	3,438.00	Percent Used	9.82%

Summary

Budget Summary

General	Original Budget	45,000.00
Segmentation	<u>Adjustments</u>	-2,400.00
Report Groups	Current Budget	42,600.00
Notes	<u>Activity</u>	37,213.38
Authorization	<u>Encumbrances</u>	-2,260.00
Budget	<u>Reserves</u>	0.00
Summary	Budget Remaining	7,646.62
Detail	<u>Pending</u>	2,270.25
Period Distributions	Budget Available	5,376.37



■ Budget Used ■ Budget Remaining

Budget Remaining	7,646.62	Percent Remaining	17.95%
Budget Used	34,953.38	Percent Used	82.05%

History

Detail

Period Activity

Summary

General

Segmentation

Report Groups

Notes

Authorization

Budget

Summary

Detail

Period Distributions

Adjustments

Budget Notes

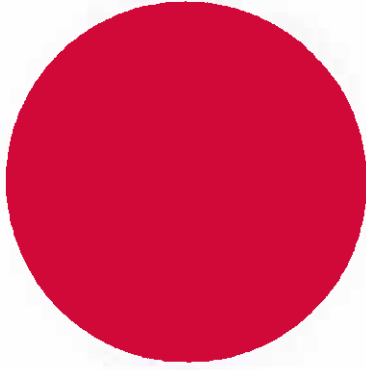
History

Detail

Period Activity

Budget Summary

Original Budget	10,000.00
<u>Adjustments</u>	<u>5,000.00</u>
Current Budget	15,000.00
<u>Activity</u>	<u>13,706.61</u>
<u>Encumbrances</u>	<u>1,293.39</u>
<u>Reserves</u>	<u>0.00</u>
Budget Remaining	0.00
<u>Pending</u>	<u>0.00</u>
Budget Available	0.00



Budget Used Budget Remaining

Budget Remaining	0.00	Percent Remaining	0.00%
Budget Used	15,000.00	Percent Used	100.00%

Summary

General

Segmentation

Report Groups

Notes

Authorization

Budget

Summary

Detail

Period Distributions

Adjustments

Budget Notes

History

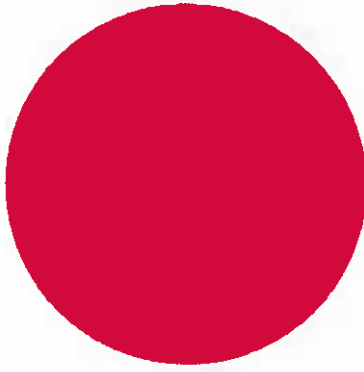
Detail

Period Activity

Errors

Budget Summary

Original Budget	15,000.00
<u>Adjustments</u>	<u>5,000.00</u>
Current Budget	20,000.00
<u>Activity</u>	<u>17,583.60</u>
<u>Encumbrances</u>	<u>2,416.40</u>
<u>Reserves</u>	<u>0.00</u>
Budget Remaining	0.00
<u>Pending</u>	<u>0.00</u>
Budget Available	0.00



■ Budget Used ■ Budget Remaining

Budget Remaining	0.00	Percent Remaining	0.00%
Budget Used	20,000.00	Percent Used	100.00%

Allison Whitaker

From: Gloria Garcia
Sent: Thursday, August 10, 2023 3:35 PM
To: Danie Teltow
Cc: Allison Whitaker
Subject: RE: Budget Transfers

Allison,
This has not been done yet. We were quite busy today.

Could you do it on Friday 8/11/2023? On Tuesday, I'll double-check or do it.
Please give it to Danie on Monday so that she may double-check it if this gets done.

Thank you so much.

Gloria E. Garcia
Caldwell County Assistant Auditor
PH: 512-398-1801 Ext:4656
Fax: 512-398-1829
Email: gloria.garcia@co.caldwell.tx.us
Address: 110 S. Main Street, Lockhart, TX 78644



From: unitroad <unitroad@co.caldwell.tx.us>
Sent: Thursday, August 10, 2023 1:53 PM
To: Danie Teltow <danie.teltow@co.caldwell.tx.us>
Cc: Gloria Garcia <gloria.garcia@co.caldwell.tx.us>
Subject: Budget Transfers

Danie,

Unit Road is requesting the below budget transfers be on the next Commissioner's Court meeting for approval. (if possible)

Line Item 002-1101-3205 Bridge Repair/Replacement – subtract \$10,000 and add to Line Item 002-1101-3130 Operating
Line Item 002-1101-3205 Bridge Repair/Replacement – subtract \$5,000 and add to Line Item 002-1101-3170 Lubricants
Line Item 002-1101-3205 Bridge Repair/Replacement – subtract \$5,000 and add to Line Item 002-1103-3190 Tires

Thank You.
Donald/Lisa

19. Discussion/Action to approve budget amendment #65 for Emergency Management – Superior Disposal invoice and increase in operating costs due to fires. **Speaker: Judge Haden/Danie Teltow; Backup: 7; Cost: \$2,000.00**

Caldwell County Agenda Item Request Form

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

AGENDA DATE: 08/22/23

Type of Agenda Item

- Consent Discussion/Action Budget Amendment
 Public Hearing Executive Session Special Presentation

What will be discussed? What is the proposed motion?

Requesting approval of budget amendment for Emergency Management- Superior Disposal invoice and increase in operating costs due to fires.

BA #65

1. **Costs:**

Actual Cost or Estimated Cost \$ 2,000.00

Is this cost included in the County Budget? YES

Is a Budget Amendment being proposed? YES

2. **Agenda Speakers:**

	Name	Representing	Title
(1)	Danie Teltow	Hector Rangel	County Auditor
(2)			
(3)			

3. Backup Materials: None To Be Distributed 7 total # of backup pages
(including this page)

4. 
Signature of Court Member

08/14/2023
Date

**CALDWELL COUNTY
BUDGET AMENDMENT REQUEST
FY 2022-2023**

DATE: August 22, 2023

BA #65

DEPARTMENT: Emergency Management

A	B	C	D	E	F
FUND/DEPARTMENT/LINE <i>(EX. 001-xxxx-xxxx)</i>	Account Description	ORIGINAL BUDGET AMOUNT	CURRENT BUDGET AMOUNT	REQUESTED CHANGE <i>(add/subtract)</i>	REVISED BUDGET AMOUNT <i>(NEW budgeted amount)</i>
001-6650-4840	Awards for Responders	2,000.00	2,000.00	(2,000.00)	0.00
001-6650-4800	Emergency Operation	4,800.00	809.72	2,000.00	2,809.72
					0.00
					0.00
TOTALS		\$ 6,800.00		\$ -	\$ 6,800.00

EXPLAIN SPECIFICALLY WHY MONIES ARE BEING TRANSFERRED INTO EACH LINE:
Transfer to cover Superior Disposal invoice and increase in fires-operation costs

Passed and approved in Commissioners Court by a vote of _____ aye and _____ nay on this _____ day of _____, 20__.

Recorded By
Caldwell County Judge

Attested By
Caldwell County Clerk

001-6650-4840

Fiscal

Awards to Responders

10/1/2022 - 9/30/2023

Summary

General

Segmentation

Report Groups

Notes

Authorization

Budget

Summary

Detail

Period Distributions

Adjustments

Budget Notes

History

Detail

Period Activity

Fiscals

Budget Summary

Original Budget 2,000.00

Adjustments 0.00

Current Budget 2,000.00

Activity 0.00

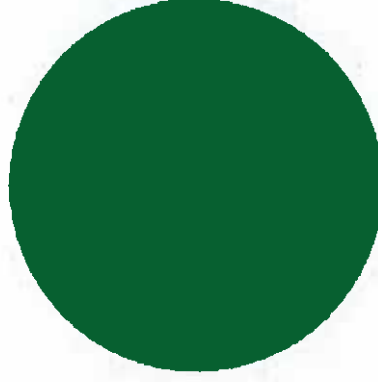
Encumbrances 0.00

Reserves 0.00

Budget Remaining 2,000.00

Pending 0.00

Budget Available 2,000.00



Budget Used Budget Remaining

Budget Remaining 2,000.00 Percent Remaining 100.00%

Budget Used 0.00 Percent Used 0.00%

001-6650-4800

Fiscal

EMERGENCY OPERATIONS...

10/1/2022 - 9/30/2023

Summary

General

Segmentation

Report Groups

Notes

Authorization

Budget

Summary

Detail

Period Distributions

Adjustments

Budget Notes

History

Detail

Period Activity

Budget Summary

Original Budget	4,800.00
<u>Adjustments</u>	<u>3,000.00</u>
Current Budget	7,800.00
<u>Activity</u>	<u>3,990.38</u>
<u>Encumbrances</u>	<u>1,300.00</u>
<u>Reserves</u>	<u>0.00</u>
Budget Remaining	2,509.62
<u>Pending</u>	<u>1,699.90</u>
Budget Available	809.72



■ Budget Used ■ Budget Remaining

Budget Remaining	2,509.62	Percent Remaining	32.17%
Budget Used	5,290.38	Percent Used	67.83%

From: [Danie Teltow](#)
To: [Allison Whitaker](#); [Merari Gonzales](#)
Cc: [Hector Rangel](#)
Subject: FW: Transfer of Funds.
Date: Monday, August 14, 2023 1:20:02 PM
Attachments: [Superior Disposal Invoice.PDF](#)

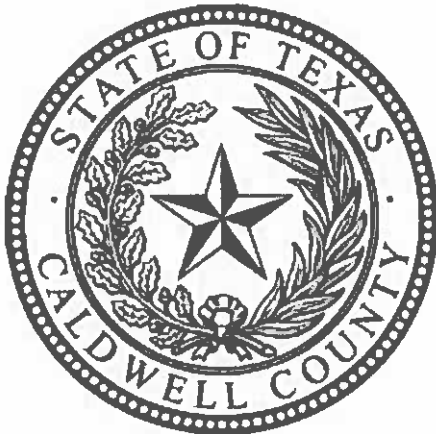
Allison,

Can you please generate a BA for the next CC based on the below request?

Merari – can you go ahead and get this invoice in the AP packet this go around.

Thank you,

Danie Teltow
Caldwell County Auditor
PH: 512-398-1801 Ext: 4655
Fax: 512-398-1829
Email: danie.teltow@co.caldwell.tx.us
Address: 110 S. Main Street, Lockhart, TX 78644



From: Hector Rangel <hector.rangel@co.caldwell.tx.us>
Sent: Friday, August 11, 2023 7:06 AM
To: Danie Teltow <danie.teltow@co.caldwell.tx.us>
Cc: Hank Alex <hank.alex@co.caldwell.tx.us>
Subject: Transfer of Funds.

Good morning Dani,

I would like to transfer funds in the amount \$2000.00 from Awards for Responders 001-6650-4840 to Emergency Operations 001-6650-4800. I would also like to pay the attached invoice to Superior Disposal Services for dumpsters used to clear Unit Roads Warehouse using these funds. The total for the dumpster service was \$1400.00 and the rest of the funds will be used on Emergency Operations as we are having large and multiple fires consuming a lot of resources. See attached Invoice on this

email.

Thank you Dani,

Hector Rangel
Chief of Homeland Security and Emergency Management
1403 Blackjack Street Suite D
Lockhart, Texas 78644
Phone: 512-398-1822
Cell: 512-995-6040
Email: hector.rangel@co.caldwell.tx.us



**SUPERIOR
DISPOSAL**

SUPERIOR DISPOSAL
PO BOX 2120
SAN MARCOS, TX 78666
512-256-4520

Invoice

Date	Invoice #
07/05/2023	54059
Invoice Total	
1,400.00	

Bill To:

CALDWELL COUNTY
110 S MAIN ST
LOCKHART TX 78644

Service Address:

CALDWELL COUNTY
300-C COUNTY RD 165
DALE TX 78616

Account No. 01-7976 3

For proper credit please return this portion.

DATE	DESCRIPTION	QUANTITY	AMOUNT	TOTAL
07/05/23	WORK ORDER#: 52964 30YD ROLL OFF DELIVERY	1.00		700.00
07/05/23	WORK ORDER#: 52965 30YD ROLL OFF DELIVERY	1.00		700.00
			Total Invoice	1,400.00

RECEIVED
JUL 13 2023
CALDWELL COUNTY
AUDITOR'S OFFICE

Please contact us to sign up for
Auto Pay.
DUE UPON RECEIPT
Accounts not paid within 30 days of the
date of invoice are subject to a 5%
monthly finance charge.
Pay your bill online at
WWW.SUPERIORDISPOSAL.COM
Your ACCESS code is 0007846

AGE	CURRENT	31-60 DAYS	61-90 DAYS	91+ DAYS	Account Balance
AMOUNT	1400.00	0.00	0.00	0.00	1400.00

SUPERIOR DISPOSAL

Account No.: 01-7976 3
Billing Name: CALDWELL COUNTY

Invoice #: 54059

20. Discussion/Action concerning approval of an Order authorizing the filing of a Final Plat (Short Form Procedure) for Winn Subdivision located on Dale Lane. **Speaker: Commissioner Thomas/Kasi Miles; Backup: 35; Cost: None**

Caldwell County Agenda Item Request Form

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

AGENDA DATE: 08/22/23

Type of Agenda Item

- Consent
 Discussion/Action
 Budget Amendment
 Public Hearing
 Executive Session
 Special Presentation

What will be discussed? What is the proposed motion?

Discussion / Action concerning approval of an Order authorizing the filing of a Final Plat (Short Form Procedure) for Winn Subdivision located on Dale Lane.

Cost: None Speaker: Commissioner Thomas /Kasi Miles Backup: 34

1. Costs:

Actual Cost or **Estimated Cost** \$ 0.00

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

Is a Budget Amendment being proposed? n/a

2. Agenda Speakers:

	Name	Representing	Title
(1)	Kasi Miles	Caldwell County	Director of Sanitation
(2)			
(3)			

3. Backup Materials: None To Be Distributed ³⁵34 total # of backup pages (including this page)

4. Commissioner Thomas
Signature of Court Member

08/15/23
Date



7401B Highway 71 West, Suite 160
Austin, TX 78735
Office: 512.583.2600
Fax: 800.587.2817

Doucetengineers.com

August 15, 2023

Kasi Miles
Caldwell County
1700 FM 2720
Lockhart, Texas 78644

Re: Winn Subdivision Short Form Plat
Project No. 1911-308-01

Dear Ms. Miles,

Doucet has completed our review of the short form plat application for Winn Subdivision, a 3-lot subdivision of a +/- 3.083-acres located at 2855 Dale Lane, Dale, Texas 78616. The subdivision will be served by OSSF and water provided by Palonia Water Supply Corporation.

The plat appears to be in general conformance with the rules and regulations of Caldwell County. Therefore, we recommend placing the plat on the Commissioners Court agenda for consideration.

It is our pleasure to be of assistance to the County on this project.

Kimberly Johnson-Hopkins

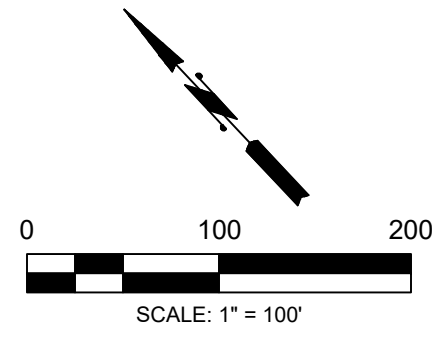
Kimberly Johnson-Hopkins
Planner, Land Development

TBPE Firm # 3937
State of Texas Surveying Firm Certification # 10105800

COMMITMENT YOU EXPECT.
EXPERIENCE YOU NEED.
PEOPLE YOU TRUST.

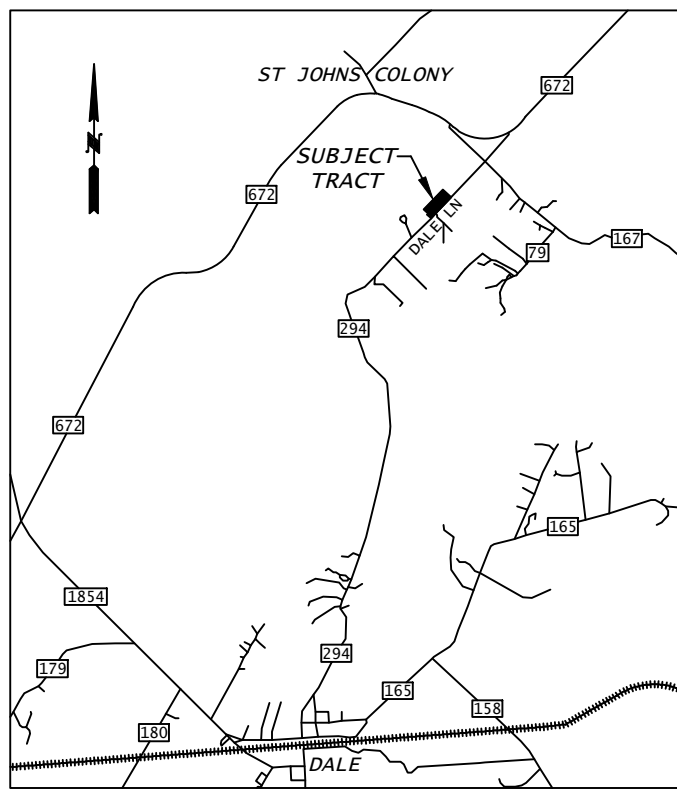
WINN SUBDIVISION

A SUBDIVISION OF 3.145 ACRES OUT OF THE JOSEPH BURLESON SURVEY A-3 IN CALDWELL COUNTY, TEXAS



LEGEND	
●	1/2" IRON ROD WITH CAP STAMPED "HINKLE SURVEYORS" FOUND (UNLESS NOTED)
○	1/2" IRON ROD SET WITH BLUE CAP STAMPED "LONE WOLF RPLS 6848" CALCULATED POINT
△	UNDERGROUND CABLE SIGN
⊕	TELEPHONE PEDESTAL
⊙	POWER POLE
⊙	GUY ANCHOR
—	OVERHEAD UTILITY
—	WOOD FENCE
—	WROUGHT IRON FENCE
—	BARB/HOG WIRE FENCE
—	PROPERTY LINE
—	EDGE OF PAVEMENT
—	ADJOINER LINE
—	BUILDING SETBACK LINE (B.S.L.) & PUBLIC UTILITY EASEMENT (P.U.E.)
—	PUBLIC UTILITY EASEMENT (P.U.E.)
—	CENTERLINE OF RIGHT-OF-WAY
▨	0.062 ACRE (2718 SQ. FT.) DEDICATED PER THIS PLAT FOR ADDITIONAL R.O.W.
CAB, SL	CABINET AND SLIDE
DOC NO	DOCUMENT NUMBER
VOL, PG	VOLUME AND PAGE
O.P.R.C.C.	OFFICIAL PUBLIC RECORDS CALDWELL COUNTY
P.R.C.C.	PLAT RECORDS CALDWELL COUNTY
()	RECORD INFORMATION PER VOL 416, PG 426
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
ON/OFF	FENCELINE ON/OFF SUBJECT PROPERTY

BEARING BASIS
TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, SOUTH CENTRAL ZONE (4204), NAD 83. DISTANCES IN US SURVEY FEET (GRID).



LEGAL DESCRIPTION

BEING A TOTAL OF 3.145 ACRES, A 3.083 ACRE TRACT, AND A 0.062 ACRE TRACT HEREBY DEDICATED FOR RIGHT-OF-WAY PURPOSES, OUT OF THE JOSEPH BURLESON SURVEY A-3, SITUATED IN CALDWELL COUNTY, TEXAS, AND BEING ALL OF A CALLED 3.16 ACRE TRACT OF LAND CONVEYED TO CARL WINN AS RECORDED IN VOLUME 416, PAGE 426, OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS; SAID 3.083 ACRE TRACT AND SAID 0.062 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

3.083 ACRES

BEGINNING at a 1/2" iron rod with cap stamped "HINKLE SURVEYORS" found in the northeast line of said 3.16 acre tract, for the east corner of the herein described tract, the same being the south corner of Lot 3, Vaca Acres, a subdivision of record in Cabinet D, Slide 17, Plat Records of Caldwell County, Texas, from which a calculated point for the east corner of said 3.16 acre tract bears, S 46°40'58" E, a distance of 2.99 feet;

THENCE, over and across, and severing said 3.16 acre tract, for the southeast line of the herein described tract, S 43°12'47" W, a distance of 632.84 feet to a 1/2" iron rod with cap stamped "HINKLE SURVEYORS" found in the southwest line of said 3.16 acre tract, for the south corner of the herein described tract, the same being the east corner of Lot 1, Pleasant Place, a subdivision of record in Cabinet C, Slide 159, Plat Records of Caldwell County, Texas, from which a calculated point for the south corner of said 3.16 acre tract bears, S 45°10'54" E, a distance of 5.60 feet;

THENCE, with the common line of said 3.16 acre tract and said Lot 1, for the southwest line of the herein described tract, N 45°10'54" W, a distance of 211.90 feet to a 1/2" iron rod in concrete found for the west corner of the herein described tract, the same being the west corner of said 3.16 acre tract, and the same also being the south corner of a called 13.25 acre tract of land conveyed to Betty J. Bland, as recorded in Document No. 2018-003402, Official Public records of Caldwell County, Texas;

THENCE, leaving the northeast line of said Lot 1, with the common line of said 3.16 acre tract and said 13.25 acre tract, for the northwest line of the herein described tract, N 42°57'59" E, a distance of 627.30 feet to a 1/2" iron rod found for the north corner of the herein described tract, the same being the north corner of said 3.16 acre tract, and the same also being the west corner of said Lot 3;

THENCE, leaving the southeast line of said 13.25 acre tract, with the common line of said 3.16 acre tract and said Lot 3, for the northeast line of the herein described tract, S 46°40'58" E, a distance of 214.51 feet to the POINT OF BEGINNING, having an area of 3.083 acres, or 134,302 square feet.

0.062 ACRE RIGHT-OF-WAY DEDICATION

BEGINNING at a 1/2" iron rod with cap stamped "HINKLE SURVEYORS" found in the northeast line of said 3.16 acre tract, for the north corner of the herein described tract, the same being the south corner of Lot 3, Vaca Acres, a subdivision of record in Cabinet D, Slide 17, Plat Records of Caldwell County, Texas, from which a calculated point for the north corner of said 3.16 acre tract bears, N 46°40'58" W, a distance of 214.51 feet;

THENCE, S 46°40'58" E, a distance of 2.99 feet to a calculated point for the east corner of the herein described tract and said 3.16 acre tract;

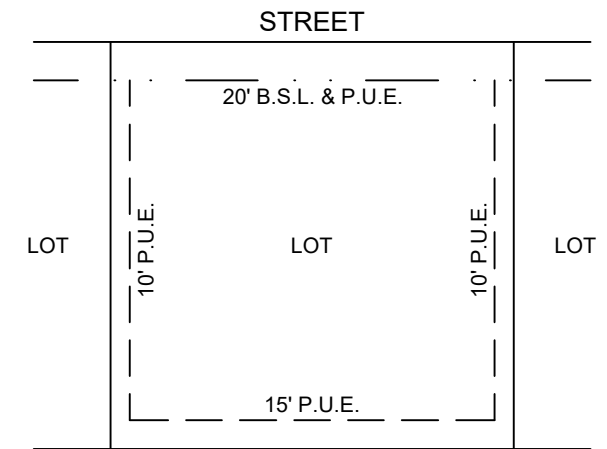
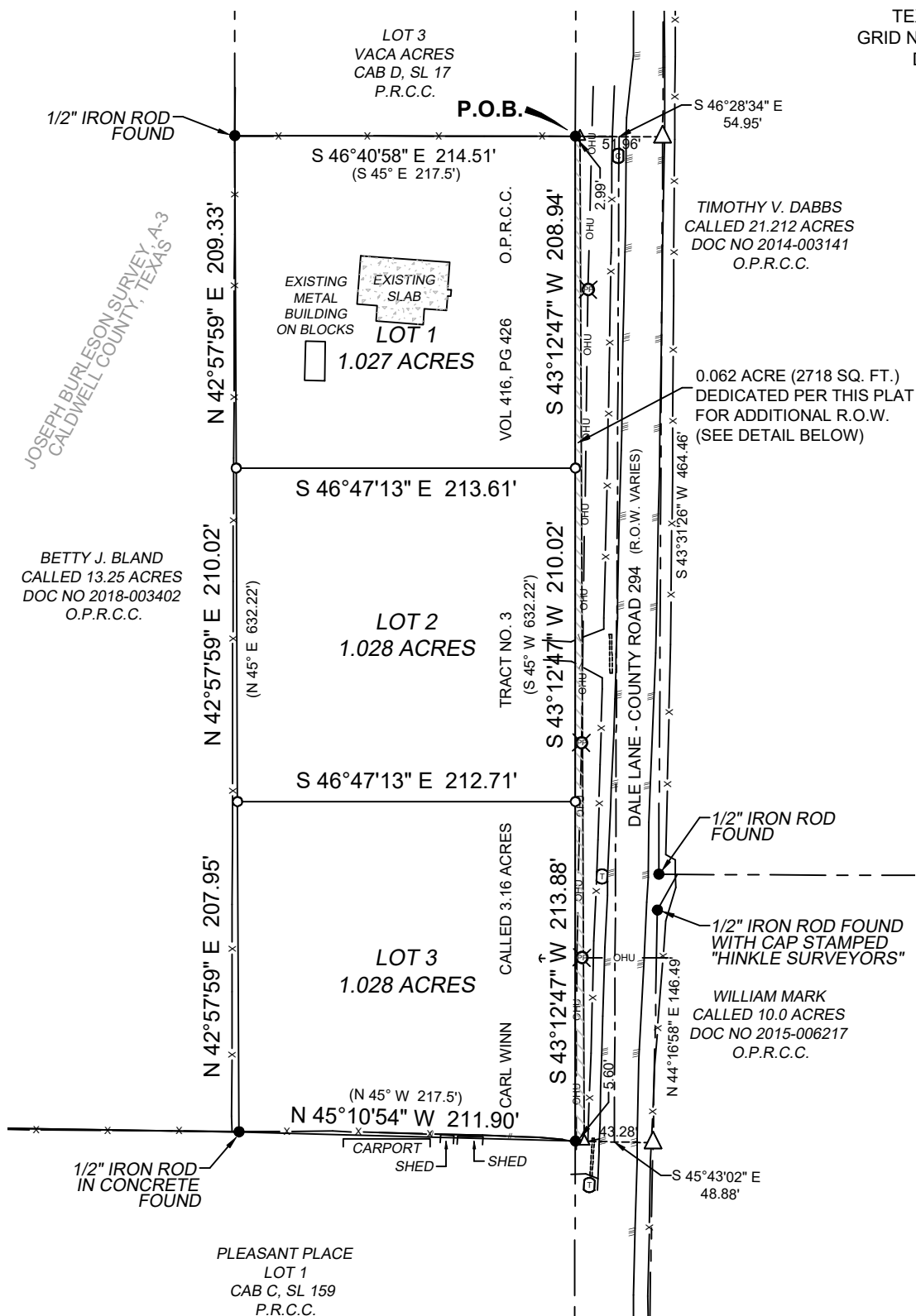
THENCE, S 42°58'35" W, a distance of 633.00 feet to a calculated point for the south corner of the herein described tract and said 3.16 acre tract;

THENCE, N 45°10'54" W, a distance of 5.60 feet to a 1/2" iron rod with cap stamped "HINKLE SURVEYORS" found for the west corner of the herein described tract, the same being the east corner of Lot 1, Pleasant Place, a subdivision of record in Cabinet C, Slide 159, Plat Records of Caldwell County, Texas, from which a calculated point for the west corner of said 3.16 acre tract bears, N 45°10'54" W, a distance of 211.90 feet;

THENCE, N 43°12'47" E, a distance of 632.84 feet to the POINT OF BEGINNING, having an area of 0.062 acres, or 2,718 square feet.

SURVEYORS NOTES:

- THE LOTS SHOWN LIE IN FLOOD ZONE "X" ACCORDING TO FEMA PANEL #48055C0150E EFFECTIVE DATE JUNE 19, 2012. a. FLOOD ZONE "X" IS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
- FOR ANY LOT SHOWN CONTAINING OR WITHIN THREE HUNDRED (300') OF A FLOODPLAIN SHALL HAVE THE FINISHED FLOOR OF ANY HABITABLE STRUCTURE ON SAID LOT SHALL BE BUILT AT LEAST 2 FEET ABOVE THE 100 YEAR FLOOD LEVEL AS DETERMINED BY A PROFESSIONAL ENGINEER OR RPLS 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.
- ACCORDING TO SECTION 3.7 (A)(4)(a) OF THE CALDWELL COUNTY DEVELOPMENT ORDINANCE, PLATS OF 4 LOTS OR LESS THAT ARE A MINIMUM OF ONE-ACRE IN SIZE ARE RESTRICTED TO ONE SINGLE FAMILY RESIDENCE. SUCH LOTS SHALL BE RESTRICTED FROM INSTALLATION OF GREATER THAN 20% IMPERVIOUS COVER AND FROM FURTHER SUBDIVISION PLATTING.
- THIS SUBDIVISION IS LOCATED WITHIN THE BOUNDARIES OF THE LOCKHART INDEPENDENT SCHOOL DISTRICT.
- THIS SUBDIVISION IS LOCATED WITHIN CALDWELL COUNTY PRECINCT #4.
- THIS SUBDIVISION IS SERVICED BY DALE VOLUNTEER FIRE DEPARTMENT.
- THE ORIGINAL DEEDED CALLS OF RECORD ARE IN PARENTHESES SHOWN ON THIS PLAT.
- THIS PARCEL SHOWN DOES NOT LIE WITHIN THE ETJ OF ANY MUNICIPALITY.
- THE COUNTY IS NOT RESPONSIBLE FOR MAINTENANCE OF PARKS, OPEN SPACE, OR DRAINAGE EASEMENTS UNLESS OTHERWISE AGREED TO BY THE COMMISSIONERS COURT.
- IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE THE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED ACCESS ONTO A PUBLICLY DEDICATED ROADWAY UNLESS A "DRIVEWAY PERMIT" HAS BEEN ISSUED BY THE APPROPRIATE AUTHORITIES.
- BEARINGS SHOWN ON THIS PLAT ARE BASED ON GPS OBSERVATIONS USING THE NAD 83 STATE PLANE COORDINATE SYSTEM (TEXAS SOUTH CENTRAL ZONE 4204).
- NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A MUNICIPAL WATER DISTRIBUTION SYSTEM OR AN APPROVED ON-SITE WATER WELL. IF WATER IS TO BE PROVIDED BY PRIVATE WATER WELLS, A COPY OF THE WATER AVAILABILITY STUDY SHALL BE PREPARED IN ACCORDANCE WITH TCEQ GUIDELINES.
- NO LOT SHALL BE OCCUPIED 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.
- THIS PLAT DOES COMPLY WITH SECTION 3.7 OF THE CALDWELL COUNTY DEVELOPMENT ORDINANCE.
- UTILITY SERVICE PROVIDERS:
ELECTRICITY: BLUEBONNET ELECTRIC COOPERATIVE, INC.
WATER: PALONIA WATER SUPPLY CORPORATION
- RECORD OWNER OF LAND: CARL WINN
- DESIGNER OF PLAT: LONE WOLF LAND SURVEYING, LLC, 163 COOL WATER DR, BASTROP TX 78602 (512) 718-5868
DATE OF PREPARATION: NOVEMBER 2022
SURVEYOR: MATTHEW LEE TAYLOR, RPLS #6848, 163 COOL WATER DR, BASTROP TX 78602 (512) 718-5868
- LOT CLOSURES: LOT 1 - 1/342129; LOT 2 - 1/184140; LOT 3 - 1/1181138; BOUNDARY CLOSURE: 1/216022.



STATE OF TEXAS §
COUNTY OF CALDWELL §

KNOW ALL MEN BY THESE PRESENTS:

I, THE UNDERSIGNED OWNER OF LAND REFERENCED AS TRACT 3, A CALLED 3.16 ACRES OF LAND OUT OF THE JOSEPH BURLESON SURVEY A-3 IN CALDWELL COUNTY, TEXAS, RECORDED IN VOLUME 416, PAGE 426 OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS, AND THE LAND SHOWN ON THIS PLAT, DO HEREBY SUBDIVIDE 3.145 ACRES OF LAND OUT OF THE JOSEPH BURLESON SURVEY A-3 IN CALDWELL COUNTY, TEXAS, AND TO BE KNOWN AS:

WINN SUBDIVISION

AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER, THE STREETS AND ALLEYS SHOWN HEREON, AND FURTHER RESERVES TO THE PUBLIC ALL EASEMENTS FOR THE MUTUAL USE OF ALL PUBLIC UTILITIES DESIRING TO USE THE SAME; THAT ANY PUBLIC UTILITY SHALL HAVE THE RIGHT TO REMOVE AND KEEP REMOVED ALL OR ANY PART OF ANY GROWTH OR CONSTRUCTION FOR MAINTENANCE OR EFFICIENT USE OF ITS RESPECTIVE SYSTEM IN SUCH EASEMENTS, AND FURTHER SHALL HAVE FULL AND UNINTERRUPTED ACCESS ALONG SUCH EASEMENTS.

CARL WINN DATE:
7301 BARCELONA DR
AUSTIN, TEXAS 78752

STATE OF TEXAS §
COUNTY OF CALDWELL §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON _____, 2022.

BY _____

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

PRINTED NAME OF NOTARY / EXPIRES

STATE OF TEXAS §
COUNTY OF CALDWELL §

I, TERESA RODRIGUEZ, COUNTY CLERK IN AND FOR CALDWELL COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH THE FIELD NOTES SHOWN HEREON, HAS BEEN FULLY PRESENTED AND APPROVED BY THE COMMISSIONERS COURT OF CALDWELL COUNTY, TEXAS, ON THE ____ DAY OF _____, 2022, TO BE RECORDED IN THE PLAT RECORDS OF CALDWELL COUNTY, TEXAS.

TERESA RODRIGUEZ
CALDWELL COUNTY CLERK

I, TERESA RODRIGUEZ, COUNTY CLERK IN AND FOR CALDWELL COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT WITH ITS CERTIFICATES OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE THE ____ DAY OF _____, 2022, AT ____ O'CLOCK ____ M. AND DULY RECORDED ON THE ____ DAY OF _____, 2022 IN THE PLAT RECORDS OF CALDWELL COUNTY, TEXAS IN PLAT CABINET _____ AT SLIDE _____.

CALDWELL COUNTY ON-SITE WASTEWATER PROGRAM NOTES:

- NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR A PRIVATE ON-SITE SEWAGE DISPOSAL SYSTEM APPROVED BY THE CALDWELL COUNTY ON-SITE WASTEWATER PROGRAM.
- NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A POTABLE WATER SUPPLY FROM AN APPROVED PUBLIC WATER SYSTEM OR WELL.
- NO ON-SITE WASTEWATER DISPOSAL SYSTEM MAY BE INSTALLED WITHIN 100 FEET OF A PRIVATE WATER WELL NOR MAY AN ON-SITE WASTEWATER DISPOSAL SYSTEM BE INSTALLED WITHIN 150 FEET OF A PUBLIC WATER WELL.
- NO CONSTRUCTION MAY BEGIN ON ANY LOT IN THIS SUBDIVISION UNTIL PLANS FOR THE PRIVATE ON-SITE WASTEWATER DISPOSAL SYSTEM ARE SUBMITTED AND APPROVED BY THE CALDWELL COUNTY ON-SITE WASTEWATER PROGRAM.
- THESE RESTRICTIONS ARE ENFORCEABLE BY THE CALDWELL COUNTY ON-SITE WASTEWATER PROGRAM AND/OR LOT OWNERS.

STATE OF TEXAS §
COUNTY OF CALDWELL §

I, MATTHEW LEE TAYLOR, REGISTERED PROFESSIONAL LAND SURVEYOR, STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.
IN WITNESS THEREOF, MY HAND AND SEAL, THIS THE ____ DAY OF _____, 2022.

PRELIMINARY NOTICE: PRELIMINARY. THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT. (STATEMENT REQ'D BY TBPELS RULES 663.18(c) T.A.C.)

MATTHEW LEE TAYLOR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6848

KASI MILES, R.S.
DIRECTOR OF SANITATION



WINN SUBDIVISION

FILE: 2022-133 Winn Plat	
DATE: 8-11-2023	DRAWN BY: MLT
SCALE: 1" = 100'	FIELD CREW: MLT/JS
JOB#: 2022-133	

LONE WOLF
LAND SURVEYING, LLC
163 Cool Water Drive
Bastrop, TX 78602
512-718-5868, Firm #10194675
Lonewolfandsurveying.com

NO.	REVISION	BY	DATE

Valid Money Order includes: 1. Heat sensitive, red stop sign AND 2. Contains a True Watermark hold up to light to view.

MoneyGram. INTERNATIONAL MONEY ORDER 78-11 911

07/05/2023
10903774680
MONEY ORDER

To Validate: Touch the stop sign, then watch it fade and reappear
MOBILE DEPOSIT PROHIBITED

MONEY ORDER NUMBER: R109037746807
CALL 1-800-542-3550 TO VERIFY

PAY TO THE ORDER OF: / PAGAR A LA ORDEN DE: Caldwell County
IMPORTANT: SEE BACK BEFORE CASHING

Carl Winn
PURCHASER, SIGNER FOR DRAWER / COMPRADOR, FIRMA DEL LIBRADOR
PURCHASER, BY SIGNING YOU AGREE TO THE SERVICE CHARGE AND OTHER TERMS ON THE REVERSE SIDE

ADDRESS: / DIRECCION: 7301 Barcelona Dr Austin, TX 78752
Payable Through Citizens Alliance Bank Clara City, MN ISSUER/DRAWER: MONEYGRAM PAYMENT SYSTEMS, INC

PAY EXACTLY \$1000.00
ONE THOUSAND *** DOLLARS 00 CENTS

76070000760507
0203400186165680

Valid Money Order includes: 1. Heat sensitive, red stop sign AND 2. Contains a True Watermark hold up to light to view.

MoneyGram. INTERNATIONAL MONEY ORDER 78-11 911

07/05/2023
10903774681
MONEY ORDER

To Validate: Touch the stop sign, then watch it fade and reappear
MOBILE DEPOSIT PROHIBITED

MONEY ORDER NUMBER: R109037746818
CALL 1-800-542-3550 TO VERIFY

PAY TO THE ORDER OF: / PAGAR A LA ORDEN DE: Caldwell County
IMPORTANT: SEE BACK BEFORE CASHING

Carl Winn
PURCHASER, SIGNER FOR DRAWER / COMPRADOR, FIRMA DEL LIBRADOR
PURCHASER, BY SIGNING YOU AGREE TO THE SERVICE CHARGE AND OTHER TERMS ON THE REVERSE SIDE

ADDRESS: / DIRECCION: 7301 Barcelona Dr Austin, TX 78752
Payable Through Citizens Alliance Bank Clara City, MN ISSUER/DRAWER: MONEYGRAM PAYMENT SYSTEMS, INC

PAY EXACTLY \$50.00
FIFTY DOLLARS ** 00 CENTS *****

76070000760507
0203400186165681

CALDWELL COUNTY SANITATION DEPT.
1700 FM 2720
LOCKHART, TEXAS 78644
(512) 398-1803

9475
DATE: 8-15-23

RECEIVED FROM: Carl Winn \$ 1,050.00

FOR: SFP-fees: Winn Subdivision

AMOUNT OF ACCOUNT		<input type="checkbox"/>	CASH
THIS PAYMENT	<u>1,050.00</u>	<input checked="" type="checkbox"/>	CHECK
BALANCE DUE	<u>0</u>	<input type="checkbox"/>	CREDIT CARD
		<input type="checkbox"/>	MONEY ORDER

Kasi L Miles Thank You

Caldwell County Development Application



Date Submitted

Type of Application

- Preliminary Plat
- Final Plat (New)
- Short Form Final Plat
- Replat
- Subdivision Construction Plans
- Floodplain
- Commercial Development

Application Contacts

1. Owner Information (i.e. Land owner name, address, contact name, phone, email)

Carl Winn (Land Owner)
7301 Carcelona Dr
Austin TX 78752-2002
512-689-0651
cgwinn2002@yahoo.com

2. Applicant Information (i.e. Developer name, address, contact name, phone, email)

DB Land Consulting
11917 Oak Knoll Dr., Ste. C
Austin, Texas 78759
Diane Bernal
512-215-1433
dianejbernal@gmail.com

3. Designated Contact (i.e. Person County will coordinate with in regards to comments/approvals. Include name, address, contact name, phone, email)

Diane Bernal
512-215-1433
dianejbernal@gmail.com

4. Consultants (*If applicable)

Licensed Professional Engineer*:

N/A

Registered Professional Land Surveyor*:

Matt Taylor, RPLS
Lone Wolf Land Surveying
Firm 10194675

Registered Sanitarian*:

N/A

Geoscientists*:

N/A

Application Questionnaire

Property Address (or approximate location)

2855 Dale LN, Dale TX 78616

Survey Information (Survey/Abstract, Acreage, Recorded Vol/Pg/Instrument):

Burleson Joseph 3.16 Acres Vol 416 Pg 426

Parcel Tax ID Number

48818

Caldwell County Precinct Number

- Precinct 1
- Precinct 2
- Precinct 3
- Precinct 4

Located in City ETJ:

- Yes, City Name: _____
- No

Anticipated source of water in the development

- Individual Wells
- Rainwater Collection System(s)
- From Groundwater
- From Surface Water
- Water Provider: _____

Anticipated wastewater system in the development

- Standard/Conventional On-Site Sewage Facility
- Advanced On-Site Sewage Facility
- Sewer Provider: _____

Project Description

Subdivide existing 3.16 Acre tract into 3-1.028 ACR lots

Subdivision Plat Application Questionnaire

Proposed Name of Subdivision:

Winn Subdivision

If application is for a replat (list reason(s) for the replat)

N/A

Total Acreage of Subject Property

3.16

Total Proposed Residential Lots

3

Total Proposed Commercial Lots

0

Type of Construction

Residential

Has Appropriate Application Checklist been attached?

Yes

No

Owner's Certification

I hereby certify that I have given permission for the below applicant to submit this Application and to represent me in all matters affecting said Application. The below individual will be known as the "Applicant"

Owner Name: Carl Winn Phone Number: 512-689-0651

Applicant Name: Diane Bernal / DB Land Consulting Phone Number: 512-215-1433

Owner Email: cgwinn2002@yahoo.com

Owner Signature: _____

Subdivision Plat Application Questionnaire

Proposed Name of Subdivision:

Winn Subdivision

If application is for a replat (list reason(s) for the replat)

N/A

Total Acreage of Subject Property

0.18

Total Proposed Residential Lots

3

Total Proposed Commercial Lots

0

Type of Construction

Residential

Has Appropriate Application Checklist been attached?

Yes

No

Owner's Certification

I hereby certify that I have given permission for the below applicant to submit this application and to represent me in all matters affecting said application. The below individual will be known as the "Applicant"

Owner Name: Carl Winn Phone Num: Ext. 512-879-0851

Applicant Name: Danié Bernat / DB Land Consulting Phone Number: 512-215-1433

Owner Email: cwinn2007@ya.com

Owner Signature: Carl Winn

AGREEMENT TO CONSTRUCT FACILITIES AND RESERVE WATER SUPPLY CAPACITY

This Agreement to Construct Facilities and Reserve Water Supply Capacity is made by and between Aqua Water Supply Corporation, a Texas non-profit water supply corporation of Bastrop County, Texas, hereinafter referred to as "Aqua," and Carl Winn, hereinafter referred to as the "Developer."

WHEREAS, Developer owns certain real property located in Caldwell, Texas, hereinafter referred to as the "Property," said Property being a portion of that certain 3.16 acres being described by the General Warranty Deed recorded in the Official Public Records of Caldwell County, Texas as Instrument No. 051878, the deed being attached hereto under Exhibit "A" and made a part hereof for all purposes; and

WHEREAS, Developer desires to subdivide the Property into three (3) lots, and desires to obtain domestic water service for three (3) Living Unit Equivalents (LUEs) for the three (3) lots resulting from the subdivision of the Property, which subdivision is contemplated to be known as Winn Subdivision and which the subdivision is described by the plat attached hereto as Exhibit "B" and made a part hereof for all purposes; and

WHEREAS, the Property is located within Aqua's certificated service area as provided in Aqua's Retail Water Certificate of Convenience and Necessity No. 10294 issued by the Texas Commission on Environmental Quality; and

WHEREAS, Aqua has water supply capacity within its water system infrastructure, hereinafter referred to as the "System," to serve the lots resulting from the subdivision of the Property; and

WHEREAS, it will be necessary for Aqua to construct certain facilities on the Property in order to provide water service to the three (3) lots, hereinafter referred to as the "Project," and the Developer must pay the full cost of the Project; and

WHEREAS, Aqua will acquire the necessary easements, through either negotiation or eminent domain, if required, and rights-of-way and the Developer will pay the full cost for acquiring the necessary easements and rights-of-way in which Aqua's facilities necessary to serve the Property will be located, at locations both outside and within the Property; and

WHEREAS, the Developer must provide at Developer's expense all necessary boundary easements and rights-of-way along all roads and highways adjoining the Property in which Aqua's System or other facilities necessary to serve the three (3) lots resulting from the subdivision of the Property are or will be located; and

WHEREAS, following the completion of the construction of certain facilities inside and outside the Property, Aqua's System will deliver water to the Property; and

WHEREAS, the parties hereto understand that the Developer's share of the cost to construct the Project, is estimated to be eighty-two thousand four hundred sixty-nine and 3/100 dollars (\$82,469.03), such cost being more particularly set out and described by the preliminary cost summary attached hereto as Exhibit "C" and made a part hereof for all purposes; and

WHEREAS, the parties hereto understand that the estimated cost of the Project is based on current material and labor prices and preliminary site and engineering information; and the Developer's share of the cost to construct the Project will be more accurately determined based on final detail design.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, Aqua and Developer agree as follows:

1.01 Consideration - Developer. In accordance with Section 8 of Aqua's Tariff, as it may be amended from time to time, which is attached hereto as Exhibit "D" ("Section 8 of Aqua's Tariff") and made a part hereof for all purposes, Developer shall pay Aqua the following:

- a. The parties hereto agree that the total cost to Developer for the Project is estimated to be eighty-two thousand four hundred sixty-nine and 3/100 dollars (\$82,469.03) the receipt and sufficiency of which is hereby acknowledged by Aqua, which amount includes: (1) a deposit of two thousand and 0/100 dollars (\$2,000.00) to cover the cost of Aqua's attorney's fees and other costs related to this Agreement; (2) the capacity reservation fee of one thousand eight hundred 0/100 dollars (\$1,800.00) to reserve water supply capacity currently existing in Aqua's System for water service to three (3) LUEs (at \$600.00 per LUE) for the three (3) lots which have been or will be subdivided from the Property; and (3) the estimated charges for the cost of constructing certain facilities on the Property.
- b. At the time of execution of this Agreement, Developer has paid the sum provided in Section 1.01(a) of this Agreement.

After the Project has been completed, the final cost of the Project will be reconciled with the payments made by Developer. If the final cost of the Project is less than the amounts paid by Developer, the difference shall be refunded to Developer within thirty (30) days of completion of the Project. If the final cost of the Project is greater than the amount paid by Developer, Developer shall pay Aqua the difference, in a form acceptable to Aqua, within ten (10) days after receipt of notice of the balance due.

- c. Within fifteen (15) days after the date of execution of this Agreement and prior to the dedication of any public utility easements on the Property, Developer shall, if necessary in Aqua's sole discretion, convey to Aqua at Developer's expense, on a form prepared by Aqua, a permanent easement of at least fifteen (15) feet in width (the "Permanent Easement") and a contiguous temporary construction easement of at least fifteen (15) feet in width (the "Construction Easement"), such easements lying within the boundaries of the Property. Aqua may construct other lines and facilities within the Permanent Easement as it deems necessary in the future. The Permanent Easement conveyed to Aqua shall include exclusive rights to a five (5) foot wide strip of land, the center line of which shall be defined as the center line of the water line as installed. The Construction Easement shall run along and parallel to the Permanent Easement. The easements must be conveyed to Aqua free and clear of all encumbrances, including deeds of trust and liens or a subordination agreement acceptable to Aqua will be obtained from any and all lien holders at Developer's expense.

1.02 Consideration - Aqua.

- a. Upon execution of this Agreement and receipt of a cashier's check or other instrument acceptable to Aqua from Developer in the amount of the total estimated cost of the Project which is due at the time of execution of this Agreement, Aqua shall begin the process of obtaining any necessary easements and planning construction of the Project as soon as practicable.
- b. In consideration for the payments and covenants herein, during the term of this Agreement, Aqua will provide water service to the number of lots stated in Section 1.01 of this Agreement that result from the subdivision of the Property, if all of the following conditions have been satisfied: (i) the subdivision of the Property complies with all applicable municipal and county subdivision regulations; (ii) the development of the Property complies with all applicable United States Fish & Wildlife Service regulations; (iii) the Project has been completed in accordance with Aqua's Tariff; and (iv) a lot owner has requested water service and paid the membership and tap fees applicable at the time service is requested. After the expiration of this Agreement, water service to the lot subdivided from the Property will be on an "as available" basis.

1.03 Boundary Easements Provided by Developer. Developer must provide at Developer's expense all necessary boundary easements and rights-of-way along all roads and highways adjoining the Property in which Aqua's System or other facilities necessary to serve the three (3) lots resulting from the subdivision of the Property are or will be located.

1.04 Access to Cross-Country Water Line Easement. Developer agrees to provide Aqua with access to any existing cross-country water line easement that is located on the Property.

1.05 Acquisition of Easements and Rights of Way by Aqua. Aqua will acquire the necessary easements, through either negotiation or eminent domain, if required, and the Developer will pay the full cost for acquiring the necessary easements and rights-of-way in which Aqua's facilities necessary to serve the Property will be located, at locations both outside and within the Property.

2.01 No Transfer of Reserved Capacity. Developer acknowledges that the Board of Directors of Aqua has resolved that, after February 28, 1995, Aqua will not transfer water commitments from the lot of land for which the commitments are originally made to other lots of land. Developer acknowledges and agrees that the reserved capacity, which is subject to this Agreement, is for use with the Property and will not be transferred for use with other land.

2.02 No Assignment of Rights by Developer. No assignment of this Agreement or of any right accruing hereunder shall be made, in whole or in part by Developer without the prior written consent of Aqua. Any assignment or other transfer of this Agreement without Aqua's prior written consent shall make this Agreement voidable at Aqua's sole option, upon Aqua's discovery of said assignment or transfer.

2.03 Assignment by Aqua. Aqua shall have the right to sell, assign, or transfer this Agreement with all its rights, title, and interest therein to any person, firm, corporation, or governmental entity at any time during the term of this Agreement, and any such assignee shall acquire all of the rights and assume all of the obligations of Aqua under this Agreement.

3.01 Term of Agreement. The term of this Agreement shall extend for a period of ten (10) years and six (6) months from the effective date of execution of this Agreement.

3.02 Effect of Termination. Upon termination of this Agreement, all remaining reserved water supply capacity, which has not been committed through the setting of a water meter, shall revert to Aqua and Developer shall have no further rights to such capacity. Any and all easements transferred pursuant to this Agreement shall remain the sole property of Aqua to use as Aqua sees fit.

4.01 Notice. Any notice to be given hereunder by either party to the other shall be in writing and may be effected by certified mail, return-receipt requested.

Notice to Aqua shall be addressed to:

Aqua Water Supply Corporation
P.O. Drawer P
Bastrop, Texas 78602

Notice to Developer shall be addressed to:

Carl Winn
~~2009 Browning Dr.~~ 7301 BARCELONA DR
Austin, Texas 78752

Each party may change the address for notice to it by giving notice of such change at the last address designated in accordance with this paragraph.

4.02 Venue. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Certain obligations of the parties created by this Agreement shall be performable in Bastrop County, Texas, which county shall be the exclusive place of venue for any disputes arising under this Agreement.

4.03 Attorney's Fees. If any action at law or equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which that party may be entitled.

4.04 Amendment. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the parties to this Agreement.

4.05 Tariff Amendments. This Agreement is made pursuant to Section 8 of Aqua's Tariff. Developer understands that his rights and obligations under this Agreement may be affected by future amendments to Aqua's Tariff, including a portion of the Tariff known as Section 8 of Aqua's Tariff. Developer agrees to comply with the requirements of Aqua's Tariff and, specifically, Section 8 of Aqua's Tariff, as amended from time to time during the term of this Agreement; provided however, Developer shall not be required to pay additional capacity reservation fees for water service to the number of lots subdivided from the Property stated in Section 1.01 of this Agreement.

4.06 Effect of Applicable Laws and Regulations. The parties to this Agreement understand that their rights and obligations under this Agreement are subject to, without limitation: (i) the laws of the State of Texas; (ii) the laws of the United States; (iii) the regulations promulgated by the Texas Commission on Environmental Quality; (iv) the regulations promulgated by the United States Environmental Protection Agency; (v) the regulations promulgated by the United States Fish & Wildlife Service; and (vi) the regulations promulgated by any other regulatory

agency which may now or in the future have jurisdiction over Aqua.

Based on information currently available to Aqua, the Property is not located within the area of Bastrop County defined by the United States Fish & Wildlife Service as a critical habitat for the endangered Houston Toad. Developer is solely responsible for obtaining all permits and approvals, if any, required by the United States Fish & Wildlife Service, and/or any other regulatory agency, for construction, if any, to be performed by the Developer regarding this Agreement.

Developer acknowledges that Aqua does not anticipate that the United States Fish & Wildlife Service, or any other regulatory agency, will require Aqua to obtain any permit or approval regarding this Agreement given that Aqua is not constructing an approach main extension for the benefit of the Property. Nonetheless, Developer: (i) shall pay Aqua the full cost incurred by Aqua in obtaining all permits and approvals, if any, required by the United States Fish & Wildlife Service, and/or any other regulatory agency for construction of any component of Aqua's System regarding this Agreement; and (ii) acknowledges that Aqua will require a reasonable period of time during which to obtain such permits and approvals which in turn will delay construction of Aqua's System.

4.07 INDEMNIFICATION. DEVELOPER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD HARMLESS AQUA, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND CONSULTANTS FROM AND AGAINST ALL DAMAGES, LIABILITIES, AND COSTS, INCLUDING REASONABLE ATTORNEY FEES AND DEFENSE COSTS ARISING OUT OF OR IN ANY WAY CONNECTED WITH DEVELOPER'S NONCOMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS AND/OR FAILURE TO OBTAIN ALL REQUIRED PERMIT(S) AND APPROVAL(S) REGARDING THIS AGREEMENT, EXCEPTING ONLY THOSE DAMAGES, LIABILITIES, OR COSTS ATTRIBUTABLE TO THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF AQUA.

4.08 Severability. In the event one or more provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

4.09 Extent of Agreement. This Agreement, which consists of eight (8) pages and attached Exhibits A, B, C, and D constitutes the entire Agreement between Aqua and Developer. This Agreement supersedes all prior negotiations, representations, or agreements, written or oral regarding the Property, and may be amended only in accordance with Section 4.04 herein.

4.10 Warranties of Signatory. The undersigned signatories for Developer hereby represent and warrant that such signatories have full and complete authority to enter into this Agreement on behalf of Developer.

4.11 Parties Bound. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective heirs, executors, administrators, legal representatives, successors, and assigns, unless otherwise prohibited by Sections 2.01 and 2.02 of this Agreement.

This Agreement is executed in duplicate originals on the respective dates of acknowledgment set forth below and shall be effective as of the latest date of acknowledgment set forth below.

IN WITNESS HEREOF, Developer caused this instrument to be executed on this 20th day of MAY 2 2023.

DEVELOPER

By: Carl Winn
Carl Winn

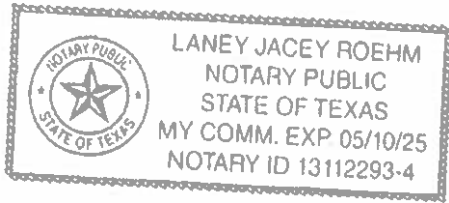
AQUA WATER SUPPLY CORPORATION

By: Alan David McMurry
Alan David McMurry, General Manager

ACKNOWLEDGMENTS

STATE OF TEXAS §
COUNTY OF Bastrop §
§

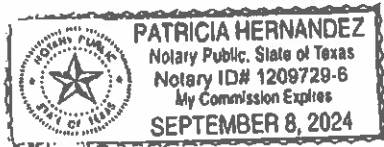
This instrument was acknowledged before me on this 20th day of May 2023, by Carl Winn.



[Handwritten Signature]
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF BASTROP §
§

This instrument was acknowledged before me on this 15th day of May 2023, by Alan David McMurry, General Manager of Aqua Water Supply Corporation, a Texas nonprofit corporation, on behalf of said corporation.



[Handwritten Signature]
Notary Public, State of Texas

**EXHIBIT LIST FOR
AGREEMENT TO CONSTRUCT FACILITIES AND RESERVE WATER SUPPLY
CAPACITY**

- Exhibit A- General Warranty Deed
- Exhibit B- Plat for Winn Subdivision
- Exhibit C- Preliminary Cost Summary
- Exhibit D- Section 8 (Water Service to Subdivisions) of Aqua WSC's Retail Water Tariff

051878

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

General Warranty Deed

Date: April 9, 2005

Grantor: Johnnie Winn, Jr.; and Irene Winn Wilson

Grantor's Mailing Address:

Johnnie Winn, Jr.
1401 E. Market
Lockhart, TX 78644
Caldwell County

Irene Winn Wilson
605 Masterson Pass #1514
Austin, TX 78753
Travis County

Grantee: Carl Winn

Grantee's Mailing Address:

Carl Winn
2009 Browning Dr.
Austin, TX 78752
Travis County

Consideration:

Cash and other good and valuable consideration.

Property (including any improvements):

BEING 3.16 acres of land, more or less, situated in the Joseph Burleson Survey, A-3, in Caldwell County, Texas and being Tract 3 in the Partition of the Johnnie Winn Estate, and also being a part of Lot No. 1 of the partition of what is known as the L. W. Winn Estate land as conveyed to Johnnie Winn by deed dated February 4, 1941 and recorded in Volume 229, Page 608 of the Deed Records of Caldwell County, Texas, and being more particularly described by metes and bounds in Exhibit "A" attached hereto and being made a part hereof.

Reservations from Conveyance:

None

Exceptions to Conveyance and Warranty:

Liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2005, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

As a material part of the Consideration for this deed, Grantor and Grantee agree that Grantee is taking the Property "AS IS" with any and all latent and patent defects and that there is no warranty by Grantor that the Property has a particular financial value or is fit for a particular purpose. Grantee acknowledges and stipulates that Grantee is not relying on any representation, statement, or other assertion with respect to the Property condition but is relying on Grantee's examination of the Property. Grantee takes the Property with the express understanding and stipulation that there are no express or implied warranties.

No title examination was requested in connection with the preparation of this document, nor was any made. The preparer expresses no opinion on title to this property.

When the context requires, singular nouns and pronouns include the plural.

Johnnie Winn, Jr.
Johnnie Winn, Jr.

STATE OF TEXAS)

COUNTY OF Caldwell)

This instrument was acknowledged before me on April 6, 2005, by Johnnie Winn, Jr.



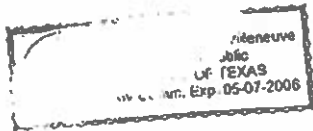
Teresa Rodriguez
Notary Public, State of Texas

Irene Winn Wilson
Irene Winn Wilson

STATE OF TEXAS)

COUNTY OF Travis)

This instrument was acknowledged before me on April 9, 2005, by Irene Winn Wilson.



Michaela Castille Vileneuve
Notary Public, State of Texas



PREPARED IN THE OFFICE OF:

Alan C. Fielder
Attorney at Law
119 S. Main St.
Lockhart, Tx 78644
Tel: (512) 398-2338
Fax: (512) 398-7327

AFTER RECORDING RETURN TO:

Alan C. Fielder
Attorney at Law
119 S. Main St.
Lockhart, Tx 78644
Tel: (512) 398-2338
Fax: (512) 398-7327

Exhibit "A"
Page 1 of 1

TRACT #3

Being 3.16 acres of that certain tract of land situated in Caldwell County and conveyed unto Johnie Winn, all of that certain parcel of land being part of the Joe Bureson Survey and being Lot No. 1 of the partition of what is known as the J.W. WINN Estate land and filed for record February 26, 1949 and recorded February 26, 1949 and more particularly described by Metes and Bounds as follows:

Commencing at a point at the ROW intersection of County Road 167 and County Road 294, said point also being the southeast corner of TRACT #1, a distance of 1264.44 ft along the west line of County Road 294 to a point, said point being the southeast corner of said TRACT #3 and the PLACE OF BEGINNING.

THENCE: S 45° W along the west line of County Road 294 a distance of 632.22 ft. to a point, said point being the southwest corner of said TRACT #3.

THENCE: N 45° W a distance of 217.5 ft. to a point, said point being the northwest corner of said TRACT #3.

THENCE: N 45° E a distance of 632.22 ft. to a point, said point being the northeast corner of said TRACT #3.

THENCE: S 45° E along the common line between TRACT #2 and said TRACT #3 a distance of 217.5 ft. to a point, said point being the southeast corner of said TRACT #3 and also the PLACE OF BEGINNING and containing 3.16 acres of land, more or less.



Joe Hernandez 9/27/04

Any provision herein which conflicts with the safe, moral or best interests of the State of Texas is hereby rejected. This instrument was FILED in the Public Records of Caldwell County, Texas on the date and time stated herein by me and was duly RECORDED in Official Public Records of Real Property of Caldwell County Texas on

FILED this 14th day of Apr 2005
3:50 P M
NINA S. SELLS
COUNTY CLERK CALDWELL COUNTY, TEXAS
By *Glenn Ed Miller* Deputy

APR 14 2005



Nina S. Sells
COUNTY CLERK
CALDWELL COUNTY, TEXAS

2003 map in volume 10

1A9 I.D. 48818

EXHIBIT C
JOE HERNANDEZ, SURVEYOR
12903 LANTANA, BUDA, TEXAS
PHONE NO. 295-4429

COUNTY ROAD 167

S 45° E - 217.90'

W 45° E - 632.22'

TRACT NO. 1

S 45° W - 632.22'

N 45° W - 217.90'

S 45° E - 217.90'

W 45° E - 632.22'

TRACT NO. 2

S 45° W - 632.22'

N 45° W - 217.90'

S 45° E - 217.90'

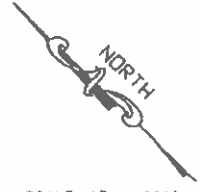
W 45° E - 632.22'

TRACT NO. 3

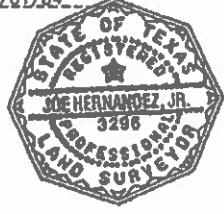
S 45° W - 632.22'

N 45° W - 217.90'

COUNTY ROAD 284



THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE ON THE GROUND OF PROPERTY LOCATED IN _____ IN _____ CALDWELL COUNTY, TEXAS, DESCRIBED AS FOLLOWS: TRACT NO. 3 AS THAT PART OF JOE BULLIFSON SURVEY AND BEING LOT NO. 1 OF THE PARTITION KNOWN AS THE J.W. WINN ESTATE. TEXAS, AS PER VOLUME _____ PAGE _____ OF THE MAP RECORD OF _____ CALDWELL COUNTY, TEXAS. SURVEYED: 09/01/03



I, JOE HERNANDEZ JR., REGISTERED PUBLIC SURVEYOR, DO HEREBY CERTIFY THE ABOVE FOREGOING PLAT TO BE A TRUE AND CORRECT REPRESENTATION OF THE LAND AS SURVEYED ON THE GROUND UNDER MY DIRECTION. THERE ARE NO DISCREPANCIES, CONFLICTS OR ENCROACHMENTS AND SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY.

Joe Hernandez Jr. 9/27/04
REGISTERED PUBLIC SURVEYOR NO. 3296

2055 DATE W DATE, TX

Tax I.D. 48818

EXHIBIT C
JOE HERNANDEZ, SURVEYOR
12903 LANTANA, BUDA, TEXAS
PHONE NO. 295-4429

COUNTY ROAD 167

S 45° E - 217.50'

N 45° W - 632.27'

TRACT NO. 1

N 45° W - 217.50'

S 45° E - 217.50'

TRACT NO. 2

N 45° W - 217.50'

S 45° E - 217.50'

TRACT NO. 3

N 45° W - 217.50'

S 45° E - 217.50'

TRACT NO. 4

N 45° W - 217.50'

S 45° E - 217.50'

TRACT NO. 5

N 45° W - 217.50'

S 45° E - 217.50'

TRACT NO. 6

N 45° W - 217.50'

S 45° E - 217.50'

TRACT NO. 7

N 45° W - 217.50'

S 45° E - 217.50'

TRACT NO. 8

N 45° W - 217.50'

S 45° E - 217.50'

TRACT NO. 9

N 45° W - 217.50'

S 45° E - 217.50'

TRACT NO. 10

N 45° W - 217.50'

S 45° E - 217.50'

TRACT NO. 11

N 45° W - 217.50'

S 45° E - 217.50'

TRACT NO. 12

N 45° W - 217.50'

S 45° E - 217.50'

TRACT NO. 13

N 45° W - 217.50'

S 45° E - 217.50'

TRACT NO. 14

N 45° W - 217.50'

S 45° E - 217.50'

TRACT NO. 15

N 45° W - 217.50'

S 45° E - 217.50'

TRACT NO. 16

N 45° W - 217.50'

S 45° E - 217.50'

TRACT NO. 17

N 45° W - 217.50'

S 45° E - 217.50'

TRACT NO. 18

N 45° W - 217.50'

S 45° E - 217.50'

TRACT NO. 19

N 45° W - 217.50'

S 45° E - 217.50'

TRACT NO. 20

N 45° W - 217.50'

S 45° E - 217.50'

TRACT NO. 21

N 45° W - 217.50'

S 45° E - 217.50'

TRACT NO. 22

N 45° W - 217.50'

S 45° E - 217.50'

TRACT NO. 23

N 45° W - 217.50'

S 45° E - 217.50'

TRACT NO. 24

N 45° W - 217.50'

S 45° E - 217.50'

TRACT NO. 25

N 45° W - 217.50'

S 45° E - 217.50'

TRACT NO. 26

N 45° W - 217.50'

S 45° E - 217.50'

TRACT NO. 27

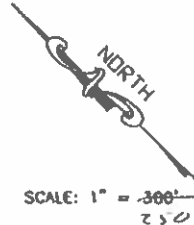
N 45° W - 217.50'

S 45° E - 217.50'

TRACT NO. 28

N 45° W - 217.50'

S 45° E - 217.50'



3 Tracts →

THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE ON THE GROUND OF PROPERTY LOCATED IN TRACT NO. 3 AS THAT PART OF JOE BURLINSON SURVEY AND BEING LOT NO. 1 IN CALDWELL COUNTY, TEXAS, DESCRIBED AS FOLLOWS DE THE PARTITION KNOWN AS THE J.W. WINN ESTATE TEXAS, AS PER VOLUME PAGE OF THE MAP RECORD OF CALDWELL COUNTY, TEXAS. SURVEYED: 99/01/04



I, JOE HERNANDEZ JR., REGISTERED PUBLIC SURVEYOR, DO HEREBY CERTIFY THE ABOVE FOREGOING PLAT TO BE A TRUE AND CORRECT REPRESENTATION OF THE LAND AS SURVEYED ON THE GROUND UNDER MY DIRECTION. THERE ARE NO DISCREPANCIES, CONFLICTS OR ENCROACHMENTS AND SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY.

Joe Hernandez Jr. 9/21/04
REGISTERED PUBLIC SURVEYOR NO. 3296

Exhibit B

AQUA
WATER SUPPLY CORPORATION
Safe • Reliable • Sustainable

February 15, 2023

Carl & Thelma Winn
7301 Barcelona Dr.
Austin, Texas 78752

RE: Pending Application for Water Service
Account #: 4400001376

After reviewing your request for water service, the following marked items are needed from you at this time in order to finalize your application package:

- Payment Needed for Meter Set: \$82,469.03
 - \$4,470.00 Meter Set Fee
 - \$70.00 CSI Fee
 - \$1,800.00 Capacity Reservation Fee (\$600 x 3 LUE's)
 - \$6,076.15 Contingencies (approx. 10% of construction)
 - \$7,291.38 Engineering (approx. 12% of construction)
 - \$2,000.00 Legal
 - \$60,761.50 Construction Fees
 - \$19,774.50 1,900' of 4" PVC & Yelomine
 - \$1,300.00 Flush Valve
 - \$3,800.00 Survey
 - \$14,725.00 Sand Bedding
 - \$4,512.00 Valve
 - \$4,050.00 Driveways
 - \$5,000.00 Easements
 - \$2,500.00 Chipping & Clean Up
 - \$1,200.00 Wet Tie-Ins
 - \$1,400.00 Road Gravel Material
 - \$2,500.00 Fittings
- Water Line Easement executed in the presence of a Notary Public, will be prepared after payment is received.
- This project will require additional easement research after payment is made.

For security purposes, Aqua accepts all forms of payment except cash. Our office must receive the above items before proceeding with setting your water meter. This estimate is valid for 60 days from the date of this letter. After this estimate expires, you will be required to start the meter set process again and pay all applicable fees should you still wish to receive a meter. Should you have any questions, please contact our office at (512) 303-3943.

Due to the uncertainties of easement acquisition, design requirements, construction contractors' availability, construction materials and equipment availability, inclement weather, etc., Aqua Water Supply Corporation is unable to predict or guarantee the timing of the provision of water service.

Sincerely,
Aqua Water Supply Corporation
PO Drawer P
415 Old Austin Hwy
Bastrop Tx, 78602

EXHIBIT C

8. Water Service to Subdivisions

8.1 Purpose

This section of the Tariff is to establish the terms and conditions under which Aqua provides water service for Subdivisions, additions to Subdivisions, or developments where a Developer requests service to one or more tracts. The General Manager of Aqua acts on behalf of Aqua's Board to implement this policy.

8.2 Exemptions

A subdivision is the division of any lot, tract, or parcel of land within the Service Area of Aqua, into two or more lots or sites on or after May 2, 1984 for the purpose of sale or development, whether immediate or future, including re-subdivision of land for which a plat has been filed and recorded. Aqua exempts the divisions of land resulting from a family or testamentary transfer of a parcel of land which will not require Aqua to construct new water lines and which may be accessed by existing water lines which meet TCEQ requirements to service the additional meters. The term "family" includes only the grantor's spouse, parents, children, grandparents, grandchildren, or siblings. The exemption provided for the divisions of any lot, tract, or parcel of land as a result of a family transfer also extends to any purchaser of such a lot, tract, or parcel of land from a person who meets the definition of "family" under this definition. Provided, however, this exemption does not apply to an *inter vivos* family transfer that constitutes a subdivision of land for sale to the public. Aqua may require a written Request for a Feasibility Study and payment of applicable fees to determine if there is sufficient capacity in Aqua's System to serve the additional meters.

8.3 Identifying Water Availability to a Subdivision

8.3.1 Feasibility Study

To begin the process of reserving water capacity and the subsequent provision of water service to a proposed Subdivision, the Developer must submit a written Request for Feasibility Study for Aqua to prepare a Feasibility Study for the proposed Subdivision. The purpose of the Feasibility Study is to determine if there is sufficient capacity in Aqua's System to serve the proposed Subdivision, or if a need exists to expand capacity of the production, treatment, and storage facilities, the General Purpose Transmission Facilities, or a combination of both, to provide the requested water service. Aqua's ability to provide fire flow to the Subdivision is dependent on many factors such as the size of infrastructure (production and delivery facilities), the topography of the area, and the specific flows required for the project.

When water service is requested for parcels of land of ten (10) acres or more resulting from a subdivision of land and where an existing water line of three (3) inches or less is to provide the service, Aqua requires the requesting party to submit a Request for Feasibility Study and pay all appropriate fees to determine if capacity is available for that service. Before Aqua will provide water service, the requesting party must pay for all improvements identified in the Feasibility Study such as, but not limited to, line extensions and road bores. The requesting party is also required to meet all federal, state, and local development requirements.

For the applicable feasibility study fee, see **Feasibility Study Fees** in the **Rate Schedule** section of this Tariff. Aqua conducts a Feasibility Study for a Subdivision using the procedures specified for a **Feasibility Study** in the **Service Rules and Regulations** section of this Tariff.

8.3.2 Resolution by Board of Directors

Upon the Developer's approval and payment of all applicable fees, Engineering will submit the Feasibility Study to the Board for its consideration at the next regular Board meeting, provided that the next Board meeting is at least ten (10) days following the date of receipt of the Developer's request. If Aqua receives the Developer's request less than ten (10) days prior to the next Board meeting, Engineering will place the request on the agenda for the following month's Board meeting.

If the Aqua's Board determines that providing water service to the proposed subdivision is feasible, the Board will adopt a resolution indicating Aqua's ability to provide water service to the Subdivision subject to special terms and conditions of service identified in the Feasibility Study and to be incorporated in a Capacity Reservation Agreement. Engineering will provide the Developer with the final Feasibility Study identifying the estimated cost to the Developer for Aqua to provide water

service to the proposed Subdivision and the fees to reserve capacity in Aqua's System. At the time Aqua receives quotations from contractors based on the final detailed design of the facilities, Engineering will determine the Developer's share of the actual cost to construct the facilities necessary to provide water service to the proposed Subdivision. In addition, Aqua will provide the Developer with the amount of expenses, such as attorney's fees, estimated to be incurred by Aqua in negotiating and drafting the Capacity Reservation Agreement.

The Developer must pay Aqua a deposit in the amount of the estimated expenses and provide Aqua with a copy of the warranty deed conveying title to the Developer prior to the drafting of the Capacity Reservation Agreement. Upon completing construction of the facilities and following reconciliation of all expenses, if there are any funds remaining after making payments to cover all expenses, then Aqua will refund the amount of surplus funds to the Developer. If the deposit is insufficient to cover expenses, then the Developer must immediately pay Aqua the additional funds in the amount of the balance.

8.3.3 Capacity Reservation

A determination that providing water service to a proposed Subdivision is feasible does not reserve capacity in Aqua's System to serve the proposed Subdivision. Uncommitted water supply capacity existing in Aqua's System is available on a first come, first served basis, and may be reserved only in accordance with this Tariff. A Developer does not have any rights to water supply capacity until after full execution of a Capacity Reservation Agreement and payment of capacity reservation fees. A Developer must pay a Capacity Reservation Fee for each LUE reserved for a tract of land resulting from the subdivision of a larger tract of land occurring on or after May 2, 1984.

8.3.4 Large Volume Service – District

This section is only applicable to Districts to be decertified from Aqua's CCN retail Service Area that enter into agreements with Aqua after August 5, 2013.

- (1) Any District desiring to buy water on a bulk basis is required to negotiate a special contract with Aqua for such purpose. The contract will, as a minimum, stipulate that Aqua will provide a specified quantity of water at a metered point of delivery. Each District is responsible for constructing, owning, operating, and maintaining all re-pressurization facilities, retail water distribution facilities, and the like to provide retail water service to the District.
- (2) All District Large Volume Service contracts require Aqua be the sole source of water for whatever area is to be served by the District.

8.4 Reserving Capacity in Aqua's System

Aqua will not provide water service to a lot in a Subdivision unless the Developer has reserved capacity for the requested connection in accordance with Aqua's Tariff.

8.4.1 Capacity Reservation Agreement and Fees

To maintain the right to utilize the capacity held in Aqua's System, the Developer must first execute a Capacity Reservation Agreement and pay in full the required capacity reservation fees prior to expiration of the holding period. Aqua will include a Capacity Reservation Fee as a component of the System Development Fee for any tract of land resulting from the subdivision of a larger tract of land occurring on or after May 2, 1984.

The capacity reservation fees are payable in the form of a cashier's check or other form of payment approved by the Board or Aqua's General Manager. If the Developer does not satisfy all requirements of this subsection, any capacity held for the proposed Subdivision will revert to first come, first served availability.

8.4.2 Reserving Existing Production, Treatment, and Storage Capacity

To reserve available capacity for a Subdivision, based on the types of service, the Developer must complete the following requirements.

8.4.2.1 Standard Service

The Developer pays Aqua a Capacity Reservation Fee in the amount of **\$600.00** for each reserved LUE. The Capacity Reservation Fee is a component of the System Development Fee. The

Developer pays the Capacity Reservation Fee at the time capacity is reserved. The remainder of the System Development Fee is paid at the time the meter is installed. The System Development Fee compensates Aqua for its investment in the water production, treatment, storage, and transmission facilities which the new customer utilizes when connected to Aqua's System. For multi-family residences with two (2) or more units, each dwelling unit must have its own meter and Aqua will charge each dwelling unit a Capacity Reservation Fee. The Capacity Reservation Fee is payable in the form of a cashier's check or other form of payment approved by the Board or Aqua's General Manager at the time of execution of the Capacity Reservation Agreement.

8.4.2.2 Multi-Unit Residences

In the case of multi-dwelling unit residences served by Multiple Owner Large Volume Service, one or more master meters may serve the development. In this situation, Engineering adjusts the number of dwelling units by multiplying by a factor of 0.7 for dwelling units that share common walls, such as townhouses or condominiums. The Capacity Reservation Fee is payable in the form of a cashier's check or other form of payment approved by Aqua's Board or Aqua's General Manager at the time of execution of the Capacity Reservation Agreement.

8.4.2.3 Commercial

Each commercial user must have its own meter. Engineering determines the commercial Capacity Reservation Fee by calculating the ratio of the water demand needed by the commercial customer to the water demand for a single family residential customer, and then multiplying the then current single family Capacity Reservation Fee times the derived ratio. Provided however, the cost of a commercial capacity reservation fee will never be less than the single family residential capacity reservation fee. The Capacity Reservation Fee is payable in the form of a cashier's check or other form of payment approved by Aqua's Board or Aqua's General Manager at the time of execution of the Capacity Reservation Agreement.

8.4.2.4 Construction Costs

The Developer pays Aqua the Costs of Construction necessary to provide service from the nearest point of adequate supply in Aqua's existing General Purpose Transmission Facilities to the proposed Subdivision. The Developer will pay these construction costs at the time of execution of the Capacity Reservation Agreement. These costs are payable in the form of a cashier's check or other form of payment approved by Aqua's Board or Aqua's General Manager at the time of execution of the Capacity Reservation Agreement.

The Developer agrees to construct all facilities included in the Developer Project and, upon completion and acceptance by Engineering, deed all facilities constructed under this section of the Tariff to Aqua together with all easements in which the facilities are located.

8.4.3 Reserving New Production, Treatment, and Storage Capacity

If it is necessary for Aqua to add capacity to Aqua's System before it can adequately serve the Developer's proposed Subdivision, the following requirements apply:

- (1) The Developer pays the Costs of Construction necessary to provide service from the nearest point of adequate supply in Aqua's existing General Purpose Transmission Facilities to the proposed Subdivision.
- (2) The Developer pays the greater of (1) a Capacity Reservation Fee in the amount of \$600.00 for each single family residential customer or equivalent as described in section **Reserving Existing Production, Treatment, and Storage Capacity**, or (2) all Costs of Construction to upgrade that portion of Aqua's Production and Storage Facilities necessary to meet the requirements of the Developer's requested service.
- (3) Engineering designs all improvements to Aqua's System and Aqua or Aqua's agents constructs all the necessary improvements to meet the requirements of the Developer's requested service. The Developer bears the Costs of Construction of all such improvements in accordance with (1) and (2) above. At the time of execution of the Capacity Reservation Agreement, the Developer pays Aqua the full amount of the Costs of Construction. The Capacity Reservation Fee is payable in the form of a cashier's check or other form of payment

approved by the Aqua's Board or Aqua's General Manager at the time of execution of the Capacity Reservation Agreement.

- (4) The Developer agrees to construct all facilities included in the Developer Project and, upon completion and acceptance by Engineering, deed all facilities constructed under this section of the Tariff to Aqua together with all easements in which the facilities are located.

8.4.4 Term of Capacity Reservation Agreements

All Capacity Reservation Agreements are subject to the terms of the Aqua Water Supply Corporation's rules and regulations, including the Water Tariff on file with the PUC. All Capacity Reservation Agreements are also subject to any future amendments or modifications of the rules and regulations and the Water Tariff. In the event the terms of a Capacity Reservation Agreement conflict with the rules and regulations and the Water Tariff, the rules and regulations and the Water Tariff will control. The Capacity Reservation Agreement has a term of ten (10) and 1/2 years (126 months) from the date of execution of the Agreement. Aqua will consider a request for an agreement with a term of greater than ten (10) and 1/2 years (126 months) or any extensions to existing agreements on a case by case basis. If any Capacity Reservation Agreement reaches its expiration and construction of the Developer Project is not underway, the capacity reserved pursuant to the Capacity Reservation Agreement will return to Aqua and again be available on a first come, first served basis.

8.4.5 Availability of Water Service to Individual Lots

The approval and execution of the Capacity Reservation Agreement between Developer and Aqua results in the availability of a specific amount of water capacity at the boundary of the Subdivision. The availability of water capacity at the boundary of the Subdivision does not mean that water service is available at a specific lot or that Aqua will set a meter at a lot upon request by the owner of the lot. Before capacity and water service is available at a lot within the Subdivision, the Developer must complete the Developer Project and deed it to Aqua.

8.4.6 Noting Availability of Water Capacity from Aqua on a Plat

Before Aqua will indicate on a final plat of a Subdivision that water service is available, the Developer must either (1) complete construction of Developer Project, or (2) if construction of Developer Project is not complete, (i) execute restrictive covenants (see Restrictive Covenant form), or (ii) provide a letter of credit ("LOC") payable to Aqua in an amount equal to the costs of construction of the on-site water facilities for the Subdivision plus a 15% fee for contingencies.

In the event the Developer chooses to request the filing of restrictive covenants, Aqua will file the restrictive covenants in the real property or plat records of the county where the Subdivision is located. When the Developer Project is complete, Aqua will file the appropriate instrument to release the restrictive covenants. However, if the Developer Project is larger than ten (10) lots and completed in stages, Aqua will release specific lots from the restrictive covenants in groups of not less than ten (10) lots.

In the event the Developer chooses the option to submit a LOC, the Developer must first submit construction plans and specifications for the Developer's Project to Aqua, including a detailed cost estimate, for its review and approval. Aqua has 30 days to review and approve the plans and cost estimate for the Developer's Project.

The LOC must be in an amount equal to the detailed cost estimate for the Developer's Project plus a 15% contingency fee, will be irrevocable, issued by a state or federally chartered banking institution, payable to Aqua Water Supply Corporation, and have a one year term. Aqua will release the LOC to the Developer on completion and Aqua's acceptance of the Developer's Project.

If construction of the Developer's Project is not complete within 30 days of the expiration date of the LOC, then Aqua will cash the LOC and construct the Developer's Project. After payment of all costs resulting from construction of the Developer's Project, Aqua will refund any amounts remaining from the LOC to the Developer.

If the Developer desires to extend the LOC beyond the one year term, a written request for a substitute LOC must be submitted to Aqua not later than 60 days prior to the expiration of the active LOC. The Developer must include a revised cost estimate for the Developer's Project for Aqua's

review and approval. The amount of the successor LOC will include any cost increases for construction of the Developer's project. The Developer must submit the substitute LOC to Aqua not later than 30 days prior to the expiration of the active LOC. Upon Aqua's receipt of a substitute LOC, Aqua will release the previous LOC to the Developer.

Once Aqua reserves and allocates water supply capacity to a particular tract of land and indicates on a final plat that water service is available to that land, Aqua does not allow transfer of the water supply capacity to other land.

8.4.7 One Time Eligibility for Refund of Capacity Reservation Fees

A Developer who has paid Capacity Reservation Fees but has not received approval of the subdivision plat from a local governmental entity having jurisdiction and plat approval authority in the area in which the proposed Subdivision is to be located, may request a refund of Capacity Reservation Fees. The refund amount will be less any costs and expenses incurred by Aqua in connection with the proposed Subdivision. Aqua will pay the refund to the Developer provided the Developer satisfies all the following additional conditions:

- (1) Not more than 90 days have elapsed since the date the Developer paid Capacity Reservation Fees to Aqua.
- (2) Aqua has not given the Developer a previous refund of Capacity Reservation Fees in connection with the land on which the proposed Subdivision is located.
- (3) The Developer has not filed a plat of record that indicated Aqua would provide service to the proposed Subdivision.

The General Manager will determine the Developer's eligibility for a refund and the amount of refund to be made, if any. Along with the request for a refund, the Developer must return to Aqua any unrecorded plat bearing an original signature showing Aqua's commitment for service to a proposed Subdivision. Aqua's Board may extend the 90 day deadline for requesting a refund for a period of 30 days for good cause. The Developer must submit a request to Aqua for an extension stating the grounds for good cause no less than seven days prior to the last Board meeting to be held within the 90 day period.

8.4.8 Transfer of Reserved Capacity Prohibited

Any agreement executed in accordance with this policy is only a commitment to provide water to the specific tract of land described in the Capacity Reservation Agreement.

8.4.9 Recording of Information Concerning Water Availability

When a Developer subdivides a tract of land and does not reserve water supply capacity for the entire tract, Aqua may file a notice concerning water availability in the real property records of the county in which the tract of land is located. The notice may reference the agreement between Aqua and the Developer and it may specify the portions of the tract of land for which water service is available and the residual portions of the tract of land for which the Developer has not reserved water supply capacity.

8.5 Unplatted Non-Compliant Subdivided Tracts of Land

This section of the Tariff applies to an application for setting a meter and providing water service to a lot or parcel of land resulting from the subdivision of a tract of land where the Developer has not complied with Aqua's rules and regulations concerning **Water Service to Subdivisions**. The subject land in the water service application must be located in a subdivision of tracts, lots, or parcels that is exempt from the applicable county's platting requirements. To obtain water service for **Unplatted Non-Compliant Subdivided Tracts of Land**, an applicant must submit a water service application to Aqua along with a copy of a platting exemption letter from the county in which the tract of land is located.

Aqua will require the applicant to request and pay the appropriate fee for a Feasibility Study which will determine if water capacity is available for that service. Before Aqua will provide water service, the requesting party must pay for all improvements identified in the Feasibility Study such as, but not limited to, line extensions and road bores. The requesting party must also meet all federal, state, and local development requirements.

If Aqua determines water supply capacity in Aqua's System is available, an applicant, other than the Developer, may obtain service to a single lawfully subdivided lot or parcel by payment of the membership fee, the applicable meter installation and System Development Fees, and the Capacity Reservation Fee required in **Reserving Existing Production, Treatment, and Storage Capacity** section of this Tariff. Additionally, if an extension of Aqua's water supply lines is necessary to provide water service to the tract, lot, or parcel, the applicant must pay all costs which the Developer would have been required to pay to receive service. These costs include, but without limitation, all costs to extend Aqua's General Purpose Transmission Facilities and the cost of materials and installation of an adequately sized water line to deliver sufficient water to serve all tracts, lots, or parcels of the non-compliant subdivision. For this purpose, Aqua may require at least a six (6) inch water line. Additionally, Aqua will require the water line to extend across the entire frontage of the applicant's property.

8.6 Platted Non-Compliant Subdivided Tracts of Land

If the subdivided tract is platted and the plat language states that Aqua has not agreed to serve water to the tract (See Exhibit B for example of plat language), then the applicant is required to request and pay the appropriate fee for a Feasibility Study. Before Aqua will provide service to any of the tracts, lots, or parcels, a Feasibility Study must be completed and the applicant must satisfy all requirements to bring all the tracts into compliance. An applicant, applicants, or Developer may become eligible for water service from Aqua by bringing the *whole platted non-compliant subdivision into compliance* with Aqua's rules and regulations in this Tariff concerning **Water Service to Subdivisions**.

Subject to the availability of water supply capacity in Aqua's System, the applicant may obtain service to the platted non-compliant subdivided tracts of land by proceeding with the **Water Service to Subdivisions** process and by payment for the Capacity Reservation Fees for all tracts, lots, or parcels within the non-compliant subdivision required by **Reserving Existing Production, Treatment, and Storage Capacity** in this Tariff. Additionally, if an extension of Aqua's water supply lines is necessary to provide water service to the lot(s) or parcel(s) of the platted non-compliant subdivision, the applicant must pay all costs associated with that extension to receive service. These costs include, but without limitation, all costs to extend Aqua's General Purpose Transmission Facilities and the cost of materials and installation of an adequately sized water line to deliver sufficient water to serve all tracts of the platted non-complaint subdivision. Aqua may require at least a six (6) inch water line.

Aqua will reject all applications for setting a meter and providing water service to the lots or parcels of land described under this section that result from subdividing a tract of land and where the Developer or applicant has not complied with the Aqua's rules and regulations concerning **Water Service to Subdivisions**.

8.7 Construction Rules and Regulations

8.7.1 Submittal of Preliminary or Final Plat

A Developer must submit to Aqua, and Aqua's Engineering must approve a preliminary or final plat and a water facilities' plan before commencing construction of a Developer Project. There is a non-refundable fee of \$50 per LUE to review the water facilities plan internal to the subdivision. The water facilities plan must include the plans and specifications (construction drawings) of the improvements which will be located within the subdivision and a description of the rights-of-way in the subdivision in which the facilities will be constructed. The preliminary or final plat and plan must be approved, if required, by:

- (1) The county or counties in which the land is located.
- (2) The governing body of any city within whose corporate or extraterritorial jurisdiction the Subdivision is located.
- (3) The United States Fish and Wildlife Service and/or the Texas Parks and Wildlife Department.
- (4) Any other person or political subdivision whose approval will be required before Aqua can provide the service contemplated by the Developer's request.

A Developer may also satisfy the county requirements above with a written statement from a county or counties stating that the county does not require approval of the plat. In the event there is no response from the pertinent county or counties regarding plat approval or exemption, the Developer must submit written documentation establishing that approval of the plat is not required by the pertinent county or counties.

8.7.2 Easements

8.7.2.1 Easements for an Approach Main

Before construction of a Developer Project begins, the Developer must dedicate to Aqua, or pay the cost of acquiring, title to a minimum 15 foot permanent easement and an adjacent minimum 15 foot temporary workspace easement. These easements will run from Aqua's existing General Purpose Transmission Facilities to the Developer's subdivision. Depending on Aqua's requirements, the permanent easement must include exclusive easement rights to a five (5) foot wide strip of land, the center line of which will be defined as the center line of the installed water line. The Developer will pay all costs of obtaining easements to Aqua in the form of a cashier's check or other form of payment approved by the Aqua's Board or Aqua's General Manager.

8.7.2.2 Easements for a Developer Project

The Developer must dedicate to Aqua all easements within the subdivision necessary for water line construction within the subdivision. The Developer will also dedicate any additional easements as required where a deviation from dedicated utility easements is deemed necessary by Aqua. In locations where the applicable county commissioner's court or municipal governing body has approved specific utility location assignments within public utility easements (PUE), the developer will install internal water distribution lines within the PUE at the location assigned for water utility service. Where specific utility location assignments are not applicable, every easement for water lines within the subdivision will have a minimum width of 16 feet. The Developer must show all water line easements on the final recorded plat of the subdivision.

8.7.2.3 Boundary Easements

The Developer must dedicate to Aqua title to a minimum 15 foot permanent easement and an adjacent minimum 15 foot temporary workspace easement along all roads and highways adjoining the subdivision for future water line construction. The minimum 15 foot permanent easement must include exclusive easement rights to a five (5) foot wide strip of land, the center line of which will be defined as the center line of the installed water line.

8.7.2.4 Clearing of Easements

The Developer bears the cost of clearing and chipping the entire width of: (1) all easements which run from Aqua's existing General Purpose Transmission Facilities to the Developer's subdivision; (2) all easements within the subdivision necessary for water line construction within the subdivision; (3) all additional easements necessary where a deviation from dedicated utility easements is deemed necessary by Aqua; and (4) all public utility easements if an applicable County Commissioner's Court or municipal governing body has approved specific utility location assignments within the public utility easement.

8.7.3 Costs Associated with Obtaining Easements

The Developer will pay to Aqua all costs of obtaining right-of-way easements necessary to connect the Developer Project to Aqua's General Purpose Transmission Facilities, whether or not the easements are in the Subdivision. These costs are payable in the form of a Cashier's Check or other form of payment approved by the Aqua's Board or Aqua's General Manager.

8.7.4 Requirements of Local, State, and Federal Agencies

All Subdivisions must meet the conditions of all local, state, and federal agencies having regulatory authority over lot sizes, sewage control, drainage, and right-of-way. When possible, Aqua will not place meters in locations where the meters may be subjected to vehicular traffic, such as placing a meter under a driveway providing access to a dwelling. If a Developer desires that one or more meters be placed in a location where, in the opinion of Aqua, the meter(s) may reasonably be subjected to vehicular traffic of any sort, then the report produced by Engineering will also include

an estimate of the cost to Developer of providing one or more meter boxes designed and constructed to minimize the likelihood of damage to the meter resulting from vehicular traffic.

8.7.5 On-the-Ground Markings

The Developer will provide accurate on-the-ground markings for all Developer Projects in conformance to Aqua's requirements.

8.7.6 Construction Notification

The Developer must provide sufficient notification to Aqua to allow Aqua to observe and inspect critical elements of construction. These include, but are not limited to:

- (1) water line and facility installation;
- (2) connections to existing mains;
- (3) pressure testing procedures; and
- (4) the testing of all water facilities.

If Developer fails to comply with the sufficient notification condition, Aqua may require Developer to uncover and expose the constructed facilities for Aqua's inspection. In any event, the Developer is responsible for the integrity of the facilities.

8.7.7 Acquisition by Eminent Domain

Aqua may, if necessary, acquire any essential land or easements by eminent domain necessary to provide service to a subdivision. The Developer will pay all expenses associated with such eminent domain proceedings, including, but not limited to, legal fees, engineering fees, and the award of the Commissioners or the Court. These costs are payable in the form of a Cashier's Check or other form of payment approved by the Aqua's Board or Aqua's General Manager.

8.7.8 Oversizing Improvements

8.7.8.1 Oversizing by Aqua

It may be necessary from time to time for Aqua to oversize Improvements which are contemplated by the Developer, or Developers, to either its Production and Storage Facilities, its General Purpose Transmission Facilities, or the Developer Project. The decision on whether to oversize such facilities resides exclusively with Aqua. Aqua bears the cost of all oversizing requested by Aqua. Should Aqua, in its sole discretion, determine that: (1) Aqua does not have funds available for such oversizing at the time a request for service is received so that the Developer would, in the Developer's opinion, be delayed from proceeding with its Subdivision, or (2) Aqua's available funds should not be used for oversizing on a Developer Project at the time a request for service is received, Aqua will agree to enter a contract where all such oversizing is paid by the Developer and Aqua will reimburse the Developer out of future Capacity Reservation Fees. Aqua will agree to make an accounting on an annual basis of the Capacity Reservation Fees received for the preceding year which utilized capacity in the system oversized at the expense of the Developer and pay the Developer an amount equal to 60% of these received fees until Developer is fully compensated for the cost of funding Aqua's oversizing. However, Aqua will not agree to pay interest on the funds the Developer expended for Aqua's oversizing improvements. Additionally, the term of this contract must not exceed ten (10) years. At the expiration of the term of the contract, Aqua will have no further obligation to reimburse the Developer for funds expended in such oversizing.

8.7.8.2 Oversizing by Developer

If Aqua's Board determines that Aqua should construct an improvement to its General Purpose Transmission Facilities to serve the needs of existing members and that these facilities, if oversized, may also reasonably provide capacity for a Developer Project, the Developer will be allowed to enter a contract with Aqua to oversize the facilities to provide capacity for the Developer Project. The Developer must agree to pay the incremental cost to oversizing the facilities beyond the capacity Aqua would have constructed for improvements to serve its members.

8.8 Acceptance

Aqua will inspect and accept all facilities constructed in all Subdivisions, additions to Subdivisions, and developments in Aqua's Service Area before provision of water service.

- (1) Aqua must approve all facilities constructed in Aqua's Service Area. Under this policy, the Developer bears the cost for these services.
- (2) Aqua will accept the dedicated facilities only if the Developer constructs the facilities in strict conformance with the previously approved construction plans and specifications.
- (3) Aqua will, at the expense of the Developer, inspect and test the facilities to ensure they meet Aqua's standards.
- (4) After receipt of as-built drawings, letters of acceptance, and final Developer Project approval from Aqua, Aqua will accept the Developer Project provided the Developer has complied with other applicable portions of these rules and regulations including, but not limited to, the requirements in the **Construction Rules and Regulations** section of this Tariff.
- (5) Aqua will not provide water service to a Subdivision until (1) the Developer has paid all amounts owed to Aqua under these rules and regulations; (2) the facilities have achieved compliance with applicable hydraulic standards; (3) the Developer has submitted documentation of a satisfactory bacteriological test for the facilities; and (4) the Developer has presented Aqua a certificate applicable to the subdivision issued pursuant to Section 212.0115 of the Texas Local Government Code if the subdivision is within the jurisdiction of a municipality under Section 212.0115(a) of the Texas Local Government Code. Until the requirements of this subsection are satisfied, Aqua will not provide water to the Subdivision for any purpose other than testing or flushing.
- (6) After receipt of all invoices related to the Developer's Project, Aqua will reconcile expenses and provide a refund to the Developer for overpaid expenses or invoice the Developer for uncompensated expenses.
- (7) Upon acceptance of Developer's Project, Aqua will sign the plat or release the Restrictive Covenants.

8.9 USDA-Rural Development

The Developer recognizes that Aqua must comply with United States Department of Agriculture – Rural Development rules and regulations as promulgated from time to time as those rules and regulations apply to the service, rates, and capacity addition of Aqua.



Lone Wolf Land Surveying, LLC
163 Cool Water Drive
Bastrop, TX 78602
512-718-5868
Lonewolflandsurveying.com
TBPELS Reg. No: 10194675

FIELD NOTE DESCRIPTION
Survey for: 2855 Dale Ln, Dale, TX

BEING A 3.084 ACRE TRACT OF LAND OUT OF THE JOSEPH BURLESON SURVEY A-3, SITUATED IN CALDWELL COUNTY, TEXAS, AND BEING A PART OF A CALLED 3.16 ACRE TRACT OF LAND CONVEYED TO CARL WINN AS RECORDED IN VOLUME 416, PAGE 426, OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS: SAID 3.084 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod with cap stamped "HINKLE SURVEYORS" found in the northeast line of said 3.16 acre tract, for the east corner of the herein described tract, the same being the south corner of Lot 3, Vaca Acres, a subdivision of record in Cabinet D, Slide 17, Plat Records of Caldwell County, Texas, from which a calculated point for the east corner of said 3.16 acre tract bears, S 46°40'58" E, a distance of 2.99 feet;

THENCE, over and across, and severing said 3.16 acre tract, for the southeast line of the herein described tract, S 43°12'47" W, a distance of 632.84 feet to a 1/2" iron rod with cap stamped "HINKLE SURVEYORS" found in the southwest line of said 3.16 acre tract, for the south corner of the herein described tract, the same being the east corner of Lot 1, Pleasant Place, a subdivision of record in Cabinet C, Slide 159, Plat Records of Caldwell County, Texas, from which a calculated point for the south corner of said 3.16 acre tract bears, S 45°10'54" E, a distance of 5.60 feet;

THENCE, with the common line of said 3.16 acre tract and said Lot 1, for the southwest line of the herein described tract, N 45°10'54" W, a distance of 211.90 feet to a 1/2" iron rod in concrete found for the west corner of the herein described tract, the same being the west corner of said 3.16 acre tract, and the same also being the south corner of a called 13.25 acre tract of land conveyed to Betty J. Bland, as recorded in Document No. 2018-003402, Official Public records of Caldwell County, Texas;

THENCE, leaving the northeast line of said Lot 1, with the common line of said 3.16 acre tract and said 13.25 acre tract, for the northwest line of the herein described tract, N 42°57'59" E, a distance of 627.30 feet to a 1/2" iron rod found for the north corner of the herein described tract, the same being the north corner of said 3.16 acre tract, and the same also being the west corner of said Lot 3;



Lone Wolf Land Surveying, LLC
163 Cool Water Drive
Bastrop, TX 78602
512-718-5868
Lonewolf Landsurveying.com
TBPELS Reg. No: 10194675

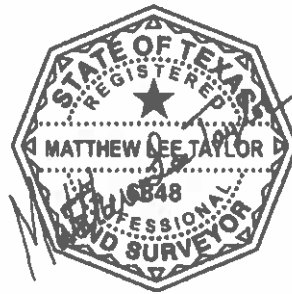
THENCE, leaving the southeast line of said 13.25 acre tract, with the common line of said 3.16 acre tract and said Lot 3, for the northeast line of the herein described tract, **S 46°40'58" E**, a distance of **214.51 feet** to the **POINT OF BEGINNING**, having an area of **3.084 acres**, or **134,302 square feet**.

All bearings and distances are based on State Plane Coordinate System, Texas South Central Zone, NAD 1983.

This description to accompany a plat of like date representing an on the ground survey in the month of November 2022, supervised by me Matthew Lee Taylor, Registered Professional Land Surveyor.

November 25, 2022

Matthew Lee Taylor
RPLS No. 6848
Job #2022-133



21. Discussion/Action to consider the approval of the Preliminary Plat for Luna Rosa consisting of 1,649 residential lots on approximately 687.908 acres. **Speaker: Commissioner Thomas/Kasi Miles; Backup: 37; Cost: None**

Caldwell County Agenda Item Request Form

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

AGENDA DATE: 08/22/23

Type of Agenda Item

- Consent
 Discussion/Action
 Budget Amendment
 Public Hearing
 Executive Session
 Special Presentation

What will be discussed? What is the proposed motion?

Discussion/ Action to consider the approval of the Preliminary Plat for Luna Rosa consisting of 1,649 residential lots on approximately 687.908-acres.

Cost: None. Speaker: Commissioner Thomas /Kasi Miles. Backup: 36

1. Costs:

Actual Cost or **Estimated Cost** \$ 0.00

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

Is a Budget Amendment being proposed? n/a

2. Agenda Speakers:

	Name	Representing	Title
(1)	Kasi Miles	Caldwell County	Director of Sanitation
(2)	Matthew Long	Cayetano Development, LLC	
(3)			

3. Backup Materials: None To Be Distributed 36 ³⁷ total # of backup pages
 (including this page)

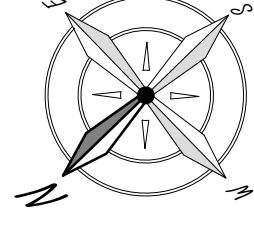
4. Commissioner Thomas

Signature of Court Member

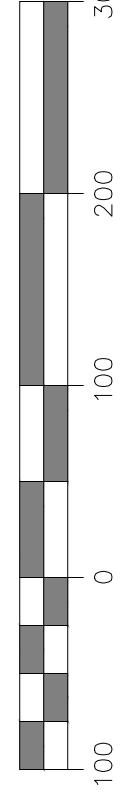
08/16/23

Date

LUNA ROSA PRELIMINARY PLAT



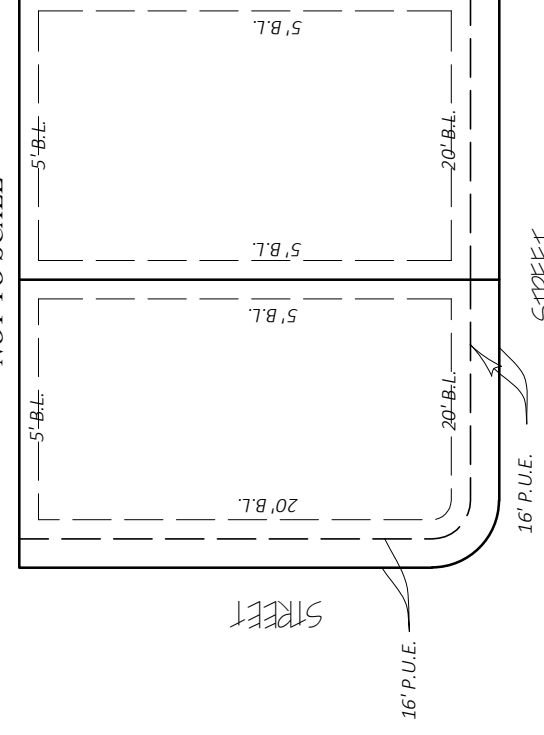
GRAPHIC SCALE
1" = 100'



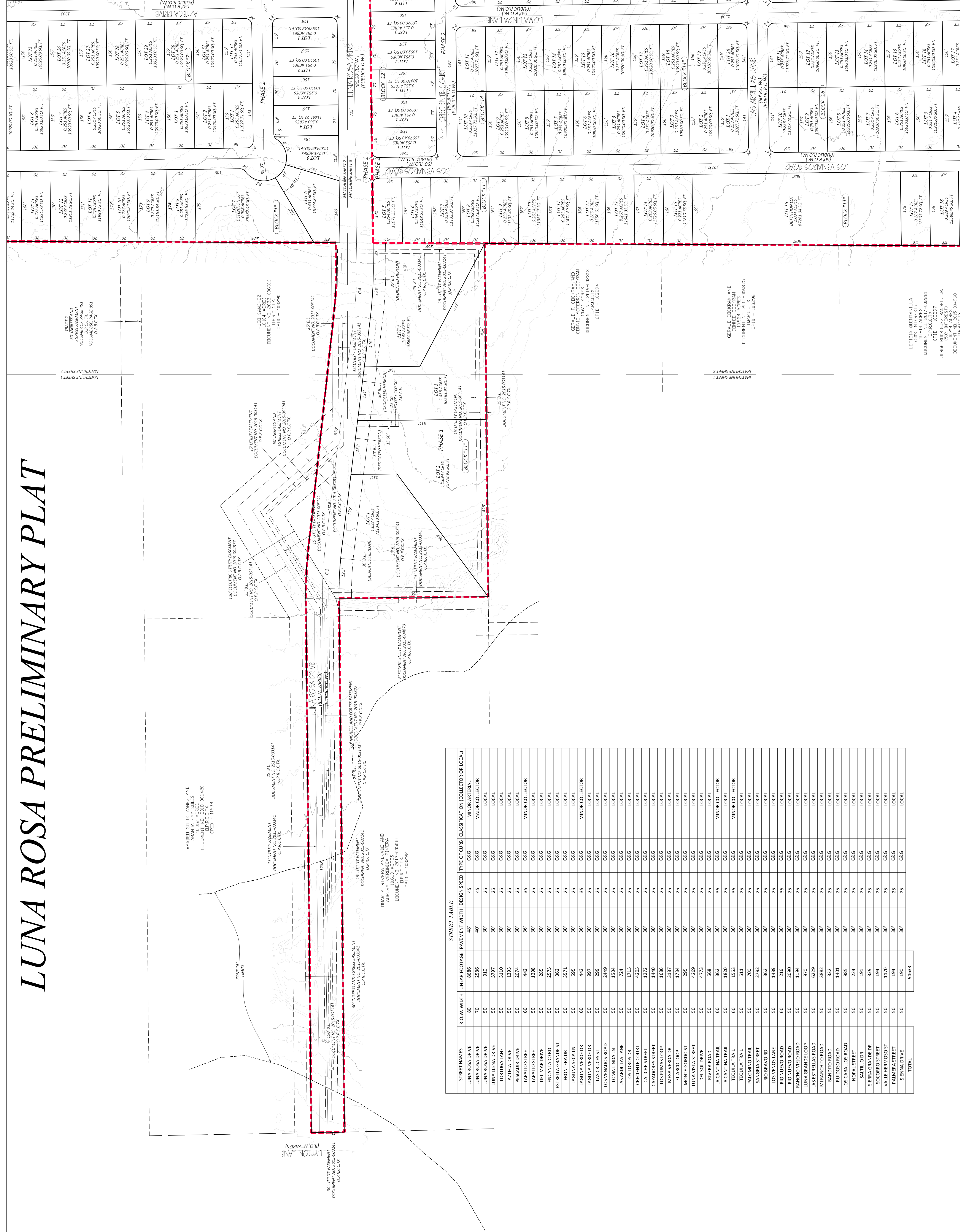
LEGEND:
 --- SETBACK LINE
 --- OFFICIAL PUBLIC RECORDS, BASTROP COUNTY, TEXAS
 --- OFFICIAL RECORDS, BASTROP COUNTY, TEXAS
 --- OFFICIAL PUBLIC RECORDS, CALDWELL COUNTY, TEXAS
 --- OFFICIAL PUBLIC RECORDS OF REAL PROPERTY, CALDWELL COUNTY, TEXAS
 --- PLAT RECORDS, CALDWELL COUNTY, TEXAS
 --- POINT OF BEGINNING

LINE/TYPED LEGEND:
 --- BOUNDARY
 --- RIGHT OF WAY
 --- ADJOINERS (LIMITS OF ZONE "A")
 --- BUILDING SETBACK LINES (TYPICAL)
 --- PHASE LIMITS

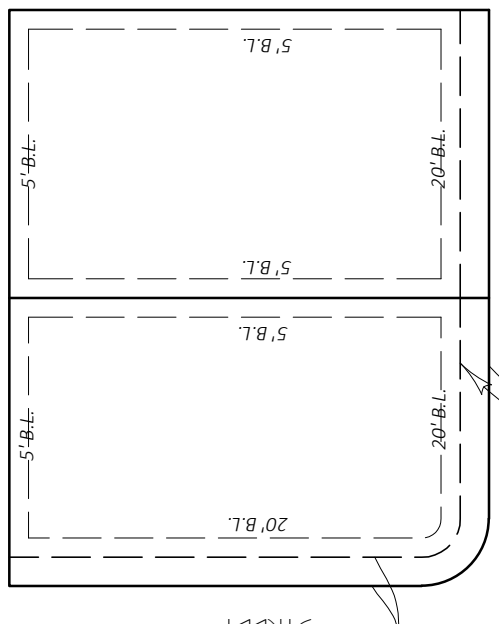
TYPICAL LOT DETAIL
NOT TO SCALE



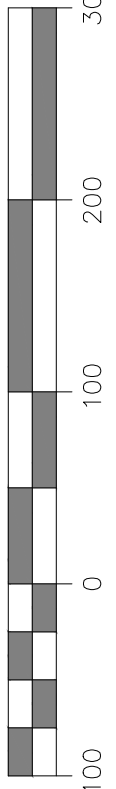
STREET NAMES	R.O.W. WIDTH	LINEAR FOOTAGE	PAVEMENT WIDTH	DESIGN SPEED	TYPE OF CURB	CLASSIFICATION (COLLECTOR OR LOCAL)
LUNA ROSA DRIVE	70'	8886	48'	45	C&G	MINOR ARTERIAL
LUNA ROSA DRIVE	50'	2586	40'	45	C&G	MAJOR COLLECTOR
LUNA ROSA DRIVE	50'	510	30'	25	C&G	LOCAL
LUNA LLENA DRIVE	50'	5797	30'	25	C&G	LOCAL
TORTUGA LANE	50'	3110	30'	25	C&G	LOCAL
AZTECA DRIVE	50'	1393	30'	25	C&G	LOCAL
PESCADR DRIVE	50'	2074	30'	25	C&G	LOCAL
TAPATIO STREET	60'	442	36'	35	C&G	MINOR COLLECTOR
TAPATIO STREET	50'	1298	30'	25	C&G	LOCAL
DEL MAR DRIVE	50'	285	30'	25	C&G	LOCAL
ENCANTADO RD	50'	2575	30'	25	C&G	LOCAL
ESTRELLA GRANDE ST	50'	362	30'	25	C&G	LOCAL
FRONTIER DR	50'	3571	30'	25	C&G	LOCAL
LAGUNA SECA LN	50'	595	30'	25	C&G	LOCAL
LAGUNA VERDE DR	60'	442	36'	35	C&G	MINOR COLLECTOR
LAGUNA VERDE DR	50'	997	30'	25	C&G	LOCAL
LAS CRUCES ST	50'	299	30'	25	C&G	LOCAL
LOS VENADOS ROAD	50'	2449	30'	25	C&G	LOCAL
LOMA LINDAN LANE	50'	1504	30'	25	C&G	LOCAL
LOMA LINDAN LANE	50'	724	30'	25	C&G	LOCAL
LOS TOROS DR	50'	1715	30'	25	C&G	LOCAL
CRESCENTE COURT	50'	4205	30'	25	C&G	LOCAL
CALICHE STREET	50'	1272	30'	25	C&G	LOCAL
CAZADORES STREET	50'	1440	30'	25	C&G	LOCAL
LOS PUMAS LOOP	50'	1686	30'	25	C&G	LOCAL
MESA VERDA DR	50'	3187	30'	25	C&G	LOCAL
EL ARCO LOOP	50'	1724	30'	25	C&G	LOCAL
MONTE GORDO ST	50'	295	30'	25	C&G	LOCAL
DEL SOL DRIVE	50'	4773	30'	25	C&G	LOCAL
RIVERA ROAD	50'	585	30'	25	C&G	LOCAL
LA CANTINA TRAIL	50'	1820	30'	25	C&G	LOCAL
TEQUILA TRAIL	50'	1553	36'	35	C&G	MINOR COLLECTOR
TEQUILA TRAIL	50'	511	30'	25	C&G	LOCAL
PALOMINO TRAIL	50'	700	30'	25	C&G	LOCAL
SANGRIA STREET	50'	2792	30'	25	C&G	LOCAL
RIO BRAVO RD	50'	362	30'	25	C&G	LOCAL
LOS VENOS LANE	50'	1489	30'	25	C&G	LOCAL
RIO NUEVO ROAD	60'	216	36'	35	C&G	LOCAL
RANCHO VIEJO ROAD	50'	2090	30'	25	C&G	LOCAL
LUNA GRANDE LOOP	50'	1194	30'	25	C&G	LOCAL
LAS ESTRELLAS ROAD	50'	6229	30'	25	C&G	LOCAL
MI RANCHITO ROAD	50'	3882	30'	25	C&G	LOCAL
BANDITO ROAD	50'	332	30'	25	C&G	LOCAL
RUIDOSO ROAD	50'	1401	30'	25	C&G	LOCAL
LOS CABALLOS ROAD	50'	985	30'	25	C&G	LOCAL
NOPAL STREET	50'	224	30'	25	C&G	LOCAL
SANTILLO DR	50'	191	30'	25	C&G	LOCAL
SIERRA GRANDE DR	50'	329	30'	25	C&G	LOCAL
SOCORRO STREET	50'	194	30'	25	C&G	LOCAL
VALLE HERMOSO ST	50'	1170	30'	25	C&G	LOCAL
PALMERA STREET	50'	194	30'	25	C&G	LOCAL
SIERRA DRIVE	50'	190	30'	25	C&G	LOCAL
TOTAL		94633				



TYPICAL LOT DETAIL
NOT TO SCALE



GRAPHIC SCALE
1" = 100'



RAFAEL CASTILLA AND
MARCO ANTONIO CASTILLA
OP.R.C.T.X. - OFFICIAL PUBLIC RECORDS, BASTROP COUNTY, TEXAS
VOLUME 1881, PAGE 489
D.P.R.C.T.X.
CPID - 103307

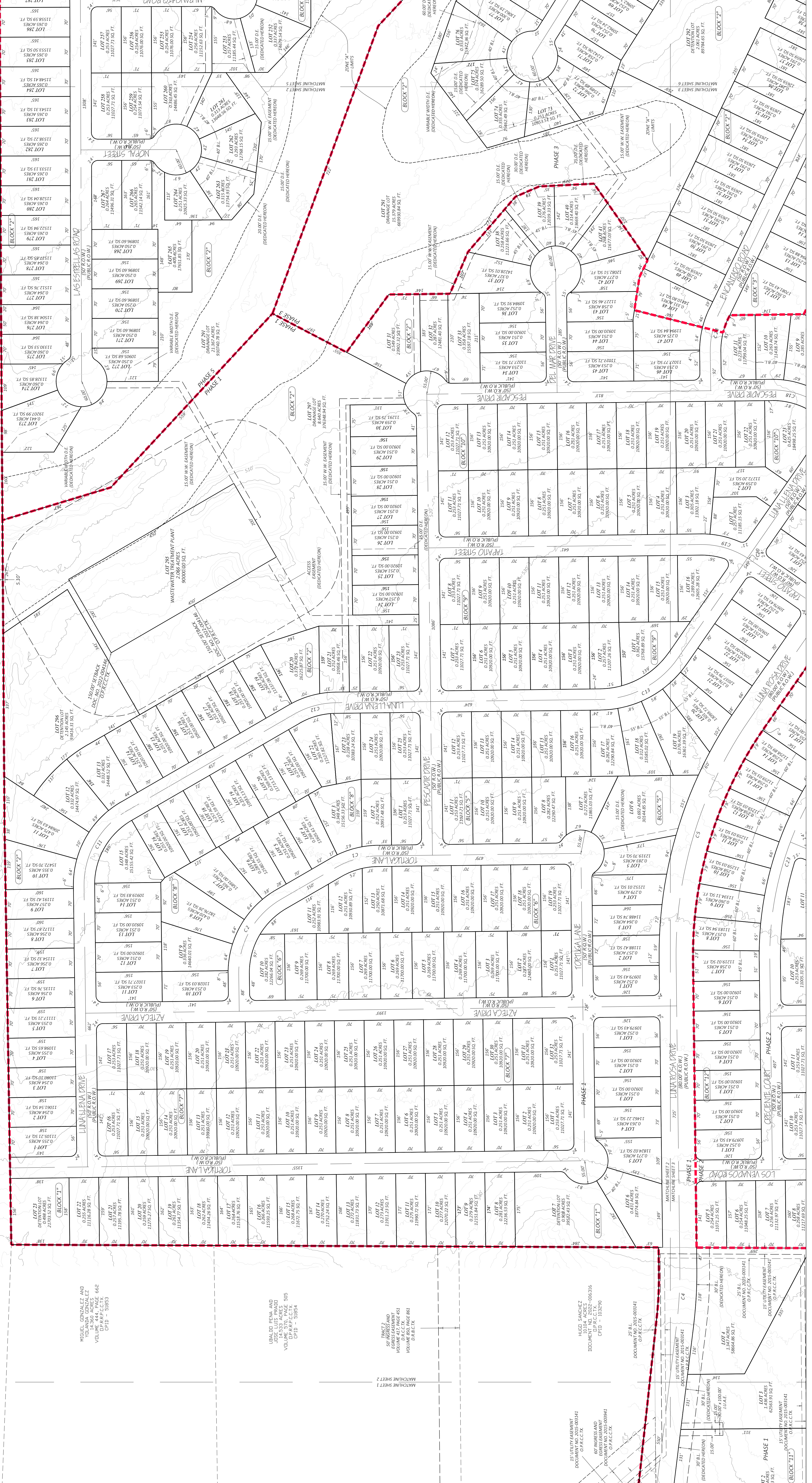
CLAY HAZELTON ROBERTS
VOLUME 1497, PAGE 553
D.P.R.C.T.X.
CPID - 265648

FM RENTAL INVESTMENTS, LLC
109,574 ACRES
VOLUME 1876, PAGE 854
D.P.R.C.T.X.
CPID - 835500

LUNA ROSA PRELIMINARY PLAT

LEGEND:
B.L. - BUILDING STRACK LINES
O.P.A.R.C.T.X. - OFFICIAL PUBLIC RECORDS, BASTROP COUNTY, TEXAS
O.P.R.C.T.X. - OFFICIAL RECORDS, BASTROP COUNTY, TEXAS
O.P.A.C.T.X. - OFFICIAL PUBLIC RECORDS, CALDWELL COUNTY, TEXAS
O.P.A.C.T.X. - OFFICIAL PUBLIC RECORDS OF REAL PROPERTY,
CALDWELL COUNTY, TEXAS
P.A.C.T.X. - PLAT RECORDS, CALDWELL COUNTY, TEXAS
P.O.B. - POINT OF BEGINNING

LINETYPE LEGEND:
--- BOUNDARY
--- EGRESS/INGRESS
--- EGRESS/INGRESS (CONICAL)
--- BUILDING STRACK LINES (NOT TYPICAL)
--- ADDITION
--- EGRESS/INGRESS (TYPICAL)
--- EGRESS/INGRESS (TYPICAL)
--- PHASE LIMITS



MIGUEL GONZALEZ AND
VOLUME 1450, PAGE 662
D.P.R.C.T.X.
CPID - 518533

URBA IN PENA AND
JESSE LUIS PRADO
VOLUME 1450, PAGE 662
D.P.R.C.T.X.
CPID - 518534

FRANK J.
50' EGRESS AND
INGRESS EASEMENT
D.P.R.C.T.X.
VOLUME 850, PAGE 861
D.P.R.C.T.X.

HELD SANCHEZ
1034 ACRES
D.P.R.C.T.X.
CPID - 108290

DOCUMENT NO. 2015-003141
O.P.R.C.T.X.

DOCUMENT NO. 2015-003141
O.P.R.C.T.X.

DOCUMENT NO. 2015-003141
O.P.R.C.T.X.

DOCUMENT NO. 2015-003141
O.P.R.C.T.X.

DOCUMENT NO. 2015-003141
O.P.R.C.T.X.

DOCUMENT NO. 2015-003141
O.P.R.C.T.X.

DOCUMENT NO. 2015-003141
O.P.R.C.T.X.

DOCUMENT NO. 2015-003141
O.P.R.C.T.X.

DOCUMENT NO. 2015-003141
O.P.R.C.T.X.

DOCUMENT NO. 2015-003141
O.P.R.C.T.X.

DOCUMENT NO. 2015-003141
O.P.R.C.T.X.

DOCUMENT NO. 2015-003141
O.P.R.C.T.X.

DOCUMENT NO. 2015-003141
O.P.R.C.T.X.

DOCUMENT NO. 2015-003141
O.P.R.C.T.X.

DOCUMENT NO. 2015-003141
O.P.R.C.T.X.

DOCUMENT NO. 2015-003141
O.P.R.C.T.X.

DOCUMENT NO. 2015-003141
O.P.R.C.T.X.

DOCUMENT NO. 2015-003141
O.P.R.C.T.X.

DOCUMENT NO. 2015-003141
O.P.R.C.T.X.

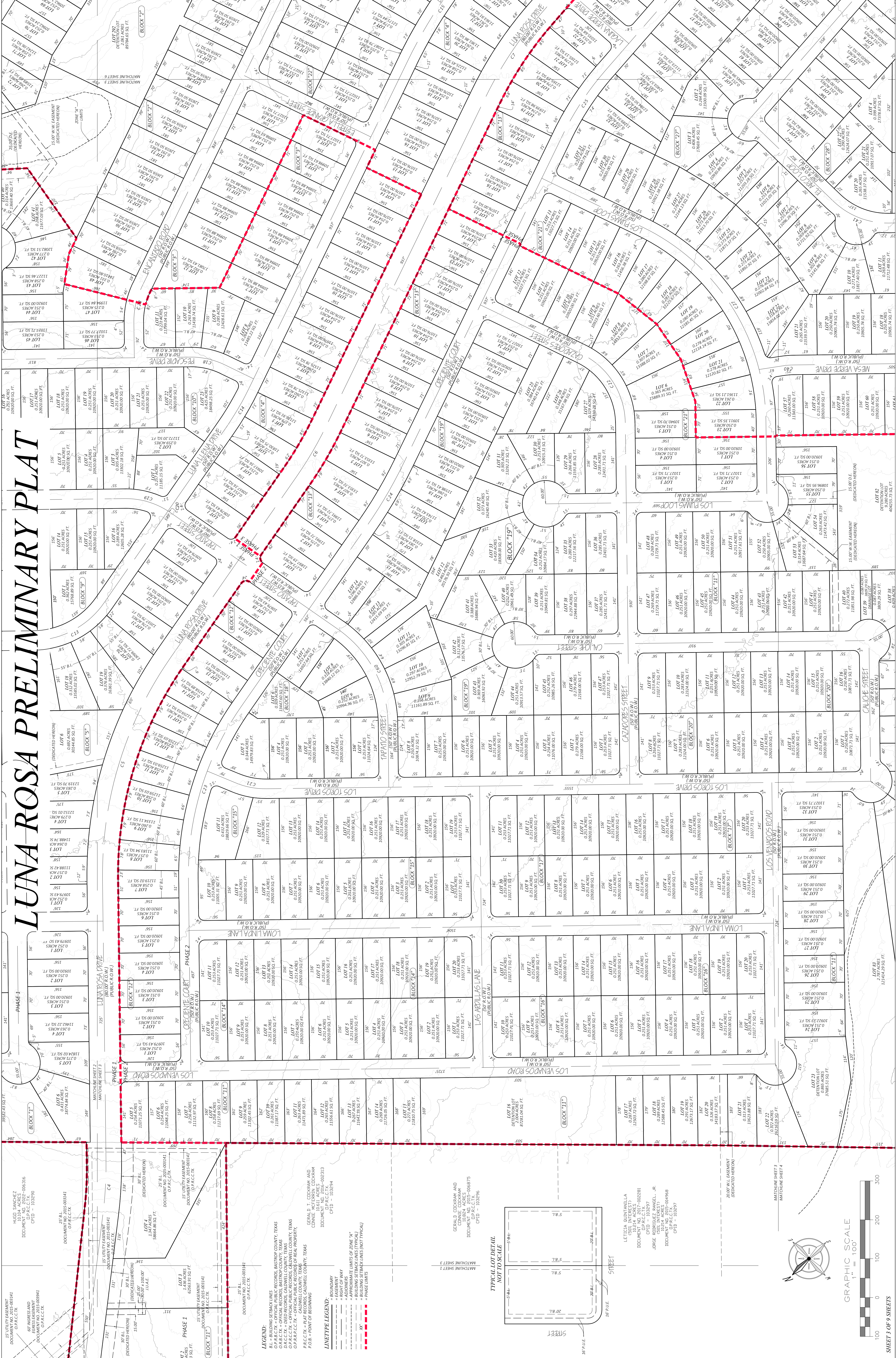
DOCUMENT NO. 2015-003141
O.P.R.C.T.X.

DOCUMENT NO. 2015-003141
O.P.R.C.T.X.

DOCUMENT NO. 2015-003141
O.P.R.C.T.X.

DOCUMENT NO. 2015-003141
O.P.R.C.T.X.

LUNA ROSA PRELIMINARY PLAT



15. UTILITY EASEMENT
06000 FT. X 60 FT. (TYPICAL)
DOCUMENT NO. 2015-00314
DP P.F.C.T.X.
CFID - 102679

60 INGRESS AND
EGRESS AND
EASEMENTS
DOCUMENT NO. 2015-00341
DP P.F.C.T.X.
CFID - 102679

15. UTILITY EASEMENT
06000 FT. X 60 FT. (TYPICAL)
DOCUMENT NO. 2015-00314
DP P.F.C.T.X.
CFID - 102679

15. UTILITY EASEMENT
06000 FT. X 60 FT. (TYPICAL)
DOCUMENT NO. 2015-00314
DP P.F.C.T.X.
CFID - 102679

15. UTILITY EASEMENT
06000 FT. X 60 FT. (TYPICAL)
DOCUMENT NO. 2015-00314
DP P.F.C.T.X.
CFID - 102679

30 FT. R.O.W.
CRECENTE COURT
(PUBLIC R.O.W.)

30 FT. R.O.W.
PAPANO STREET
(PUBLIC R.O.W.)

30 FT. R.O.W.
LOMA INDIPALME
(PUBLIC R.O.W.)

30 FT. R.O.W.
LAS ARPILLAS LANE
(PUBLIC R.O.W.)

30 FT. R.O.W.
LOS VENARDOS ROAD
(PUBLIC R.O.W.)

30 FT. R.O.W.
LUNA ROSA DRIVE
(PUBLIC R.O.W.)

30 FT. R.O.W.
LOS TOROS DRIVE
(PUBLIC R.O.W.)

30 FT. R.O.W.
CALCE STREET
(PUBLIC R.O.W.)

LEGEND:

- BL - BUILDING SETBACK LINES
- D.P.P.F.C.T.X. - OFFICIAL PUBLIC RECORDS, BASTROP COUNTY, TEXAS
- D.P.F.C.T.X. - OFFICIAL PUBLIC RECORDS, CALDWELL COUNTY, TEXAS
- D.P.R.C.T.X. - OFFICIAL PUBLIC RECORDS, CALDWELL COUNTY, TEXAS
- PR.C.T.X. - PLAT RECORDS, CALDWELL COUNTY, TEXAS
- POB - POINT OF BEGINNING

LINE/TYPE LEGEND:

- BOUNDARY
- EASEMENT
- - - RIGHT OF WAY
- - - APPROXIMATE LIMITS OF ZONE "A"
- - - BUILDING SETBACK LINES (TYPICAL)
- - - BOUNDARY SETBACK LINES (NOT TYPICAL)
- - - PHASE LIMITS

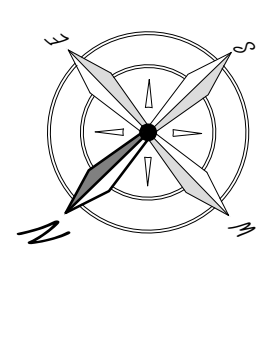
GERALD B. CICKRAM AND
DENISE CICKRAM
D.P.P.F.C.T.X. NO. 2015-00213
DOCUMENT NO. 2015-00475
DP P.F.C.T.X.
CFID - 102679

GERALD B. CICKRAM AND
DENISE CICKRAM
D.P.P.F.C.T.X. NO. 2015-00213
DOCUMENT NO. 2015-00475
DP P.F.C.T.X.
CFID - 102679

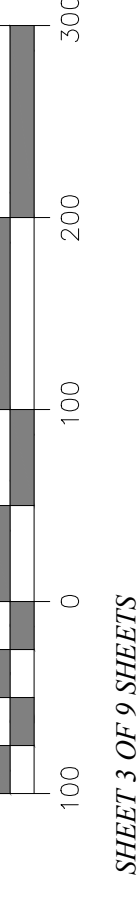
LETICIA QUINTANILLA
GUEZA, AKA
D.P.P.F.C.T.X. NO. 00281
DP P.F.C.T.X.
CFID - 102679

JORGE RUIZ LOPEZ
D.P.P.F.C.T.X. NO. 00488
DP P.F.C.T.X.
CFID - 102679

15. UTILITY EASEMENT
06000 FT. X 60 FT. (TYPICAL)
DOCUMENT NO. 2015-00314
DP P.F.C.T.X.
CFID - 102679



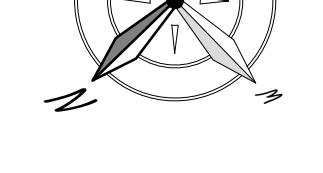
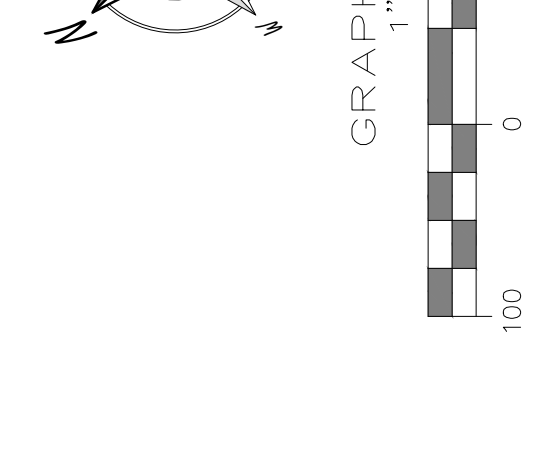
GRAPHIC SCALE
1" = 100'



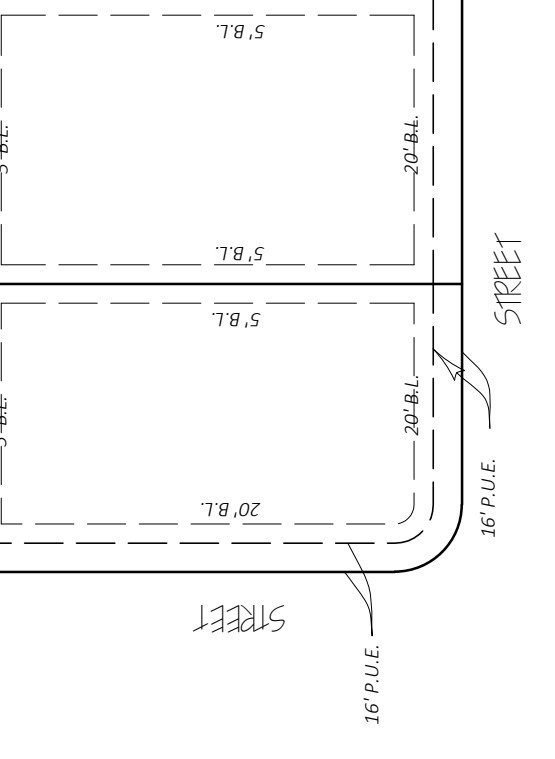
LUNA ROSA PRELIMINARY PLAT

LEGEND:
 BL = BUILDING SETBACK LINES
 O.B.C.T.X. = OFFICIAL RECORDS, BASTROP COUNTY, TEXAS
 O.R.C.T.X. = OFFICIAL RECORDS, BASTROP COUNTY, TEXAS
 D.R.C.C.T.X. = DEED RECORDS, CADWELL COUNTY, TEXAS
 O.F.R.F.C.C.T.X. = OFFICIAL PUBLIC RECORDS OF REAL PROPERTY, CADWELL COUNTY, TEXAS
 P.O.B. = POINT OF BEGINNING

LINE TYPE LEGEND:
 ————— = BOUNDARY
 - - - - - = EASEMENT
 - · - · - = ADJOINING WAY
 - · - · - = ADJOINERS
 - - - - - = APPROXIMATE LIMITS OF ZONE "A"
 - - - - - = BUILDING SETBACK LINES (NOT TYPICAL)
 - · - · - = PHASE LIMITS



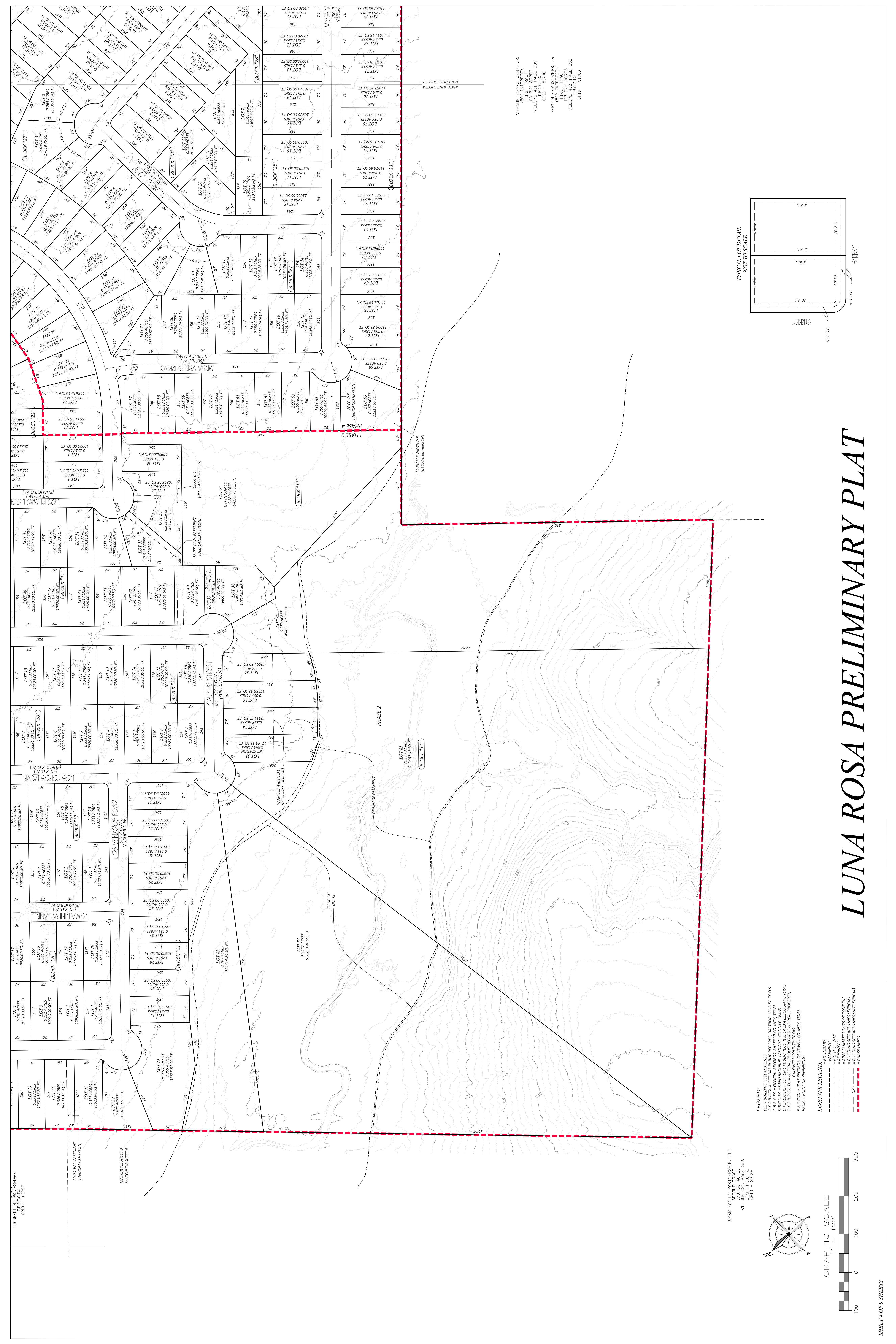
CHRR FAMILY PARTNERSHIP, L.T.D.
 379936 ACRES
 VOLUBR.C.C.T.X. 556
 CPID - 33186



VERNON EVANS WEBB, JR.
 CDDC INTEREST
 103 3/4 ACRES
 VOLUBR.C.C.T.X. 399
 CPID - 51708

VERNON EVANS WEBB, JR.
 CDDC INTEREST
 103 3/4 ACRES
 VOLUBR.C.C.T.X. 653
 CPID - 51708

VERNON EVANS WEBB, JR.
 CDDC INTEREST
 103 3/4 ACRES
 VOLUBR.C.C.T.X. 399
 CPID - 51708



DOCUMENT NO. 2015-049458
 CPID - 102597

2007 WILL EASEMENT
 (DEDICATED HERETO)

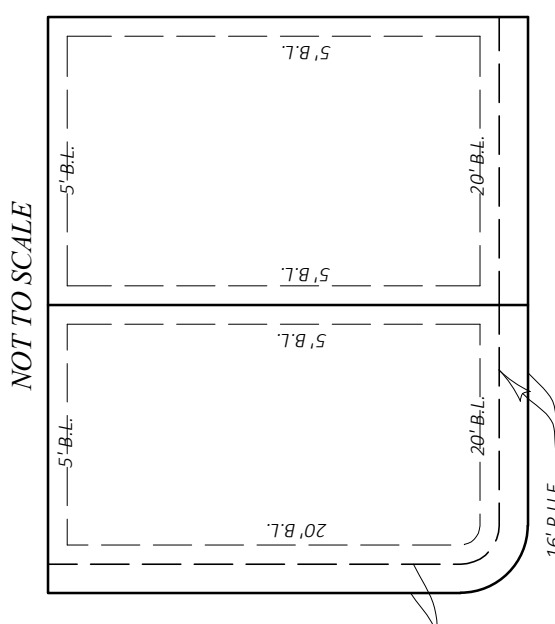
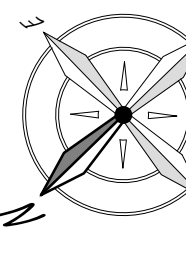
MATCHLINE SHEET 4
 MATCHLINE SHEET 4

LUNA ROSA PRELIMINARY PLAT

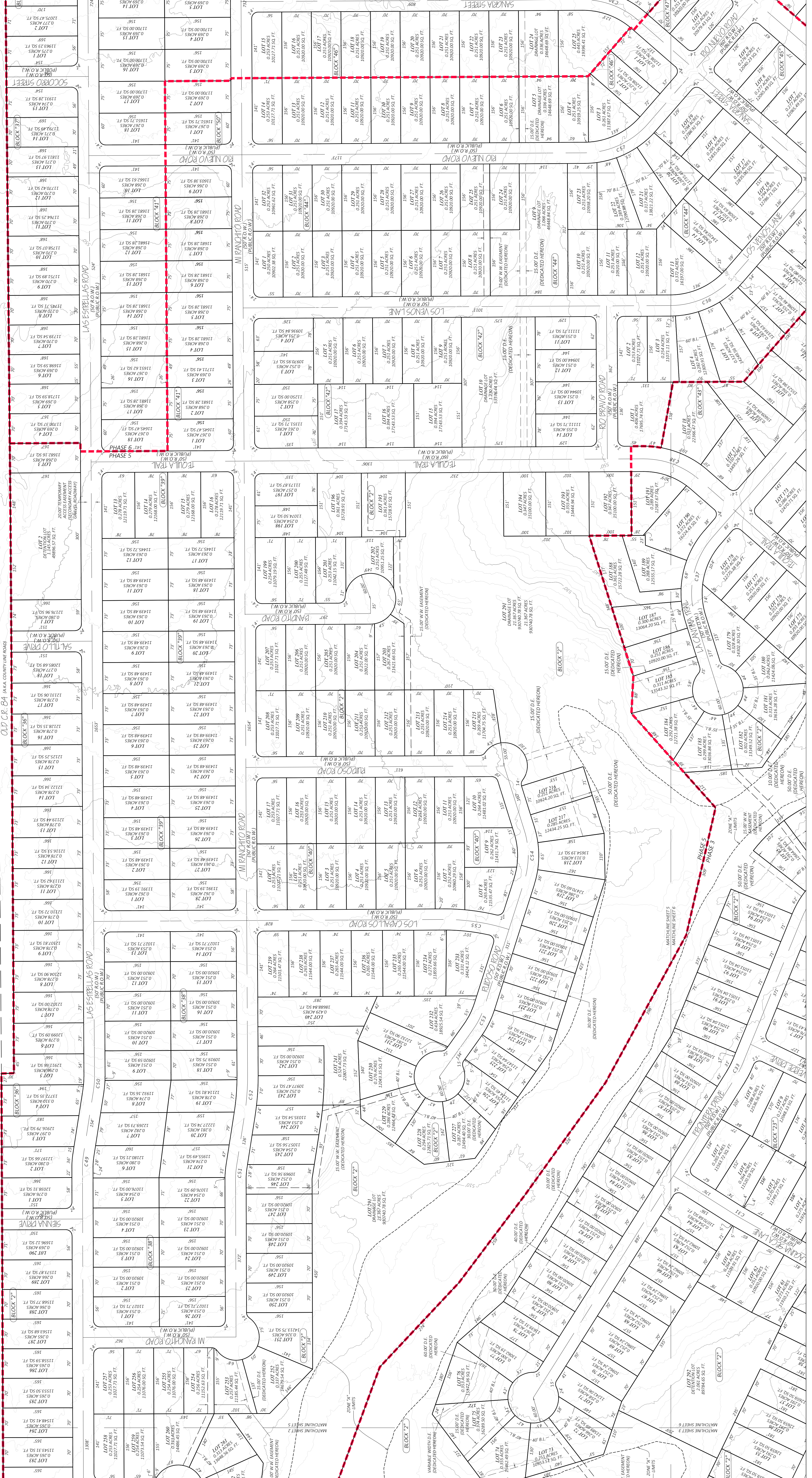
LEGEND:
 D.B.R.C.T.X. = OFFICIAL PUBLIC RECORDS, BASTROP COUNTY, TEXAS
 O.B.R.C.T.X. = OFFICIAL PUBLIC RECORDS, BASTROP COUNTY, TEXAS
 O.A.R.C.T.X. = OFFICIAL PUBLIC RECORDS, BASTROP COUNTY, TEXAS
 O.P.R.C.T.X. = OFFICIAL PUBLIC RECORDS, CALDWELL COUNTY, TEXAS
 O.P.A.P.C.T.X. = OFFICIAL PUBLIC RECORDS, CALDWELL COUNTY, TEXAS
 P.A.C.C.T.X. = OFFICIAL PUBLIC RECORDS, CALDWELL COUNTY, TEXAS
 P.O.B. = POINT OF BEGINNING

LINE/TYPE LEGEND:
 --- BOUNDARY
 --- EASEMENT
 --- RIGHT OF WAY
 --- APPROXIMATE LIMITS OF ZONE "A"
 --- BUILDING SETBACK LINES (TYPICAL)
 --- BUILDING SETBACK LINES (NOT TYPICAL)
 --- PHASE LIMITS

GRAPHIC SCALE
 1" = 100'

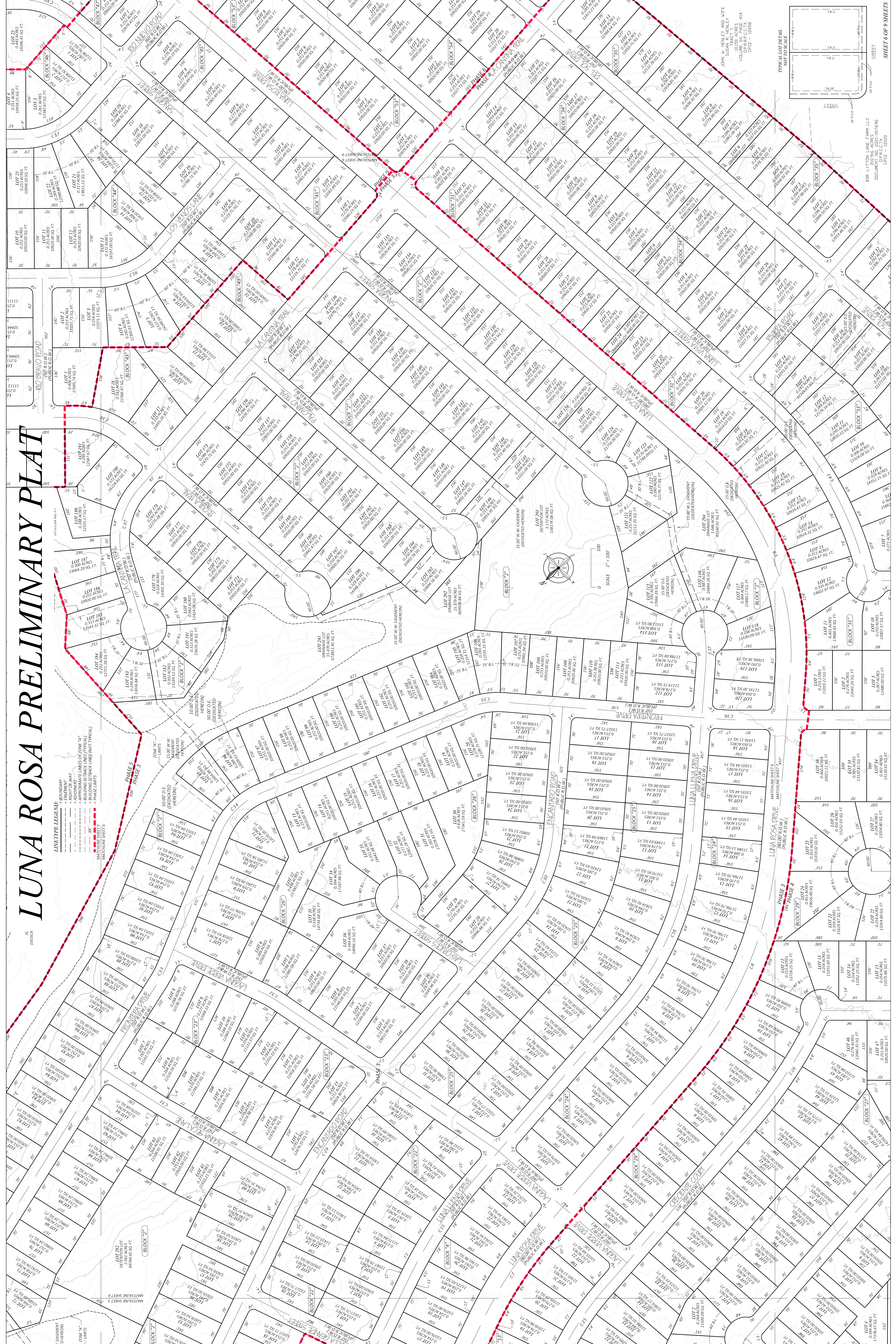


MATCHLINE SHEET 8

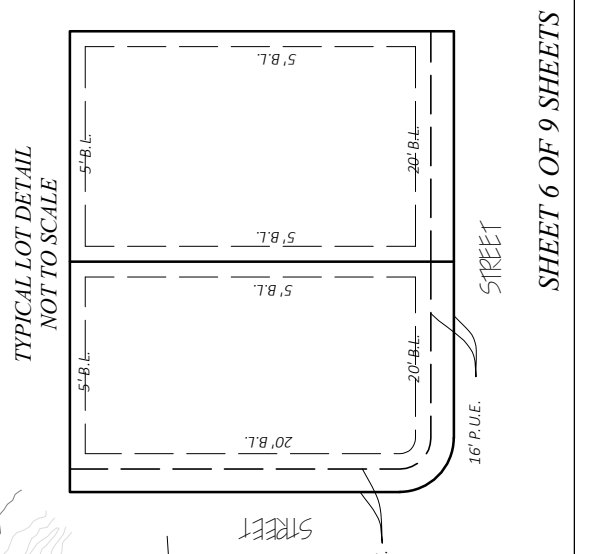
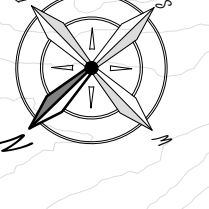


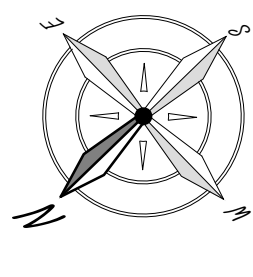
F.M. RENTAL PROPERTIES, LLC
 109,574 ACRES
 VOLUME 2198, PAGE 834
 BFD # 23500

LUNA ROSA PRELIMINARY PLAT

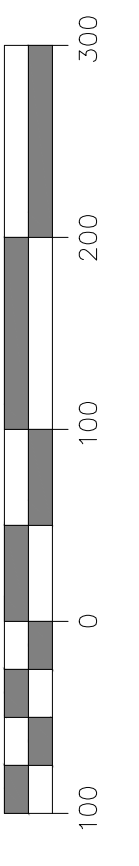


LINE-TYPE LEGEND:
- BOUNDARY
- RIGHT OF WAY
- ADJOURNING LINES OF ZONE "A"
- BUILDING SETBACK LINES (TYPICAL)
- BUILDING SETBACK LINES (NOT TYPICAL)
- PHASE LIMITS
- MATCHLINE SHEET 6

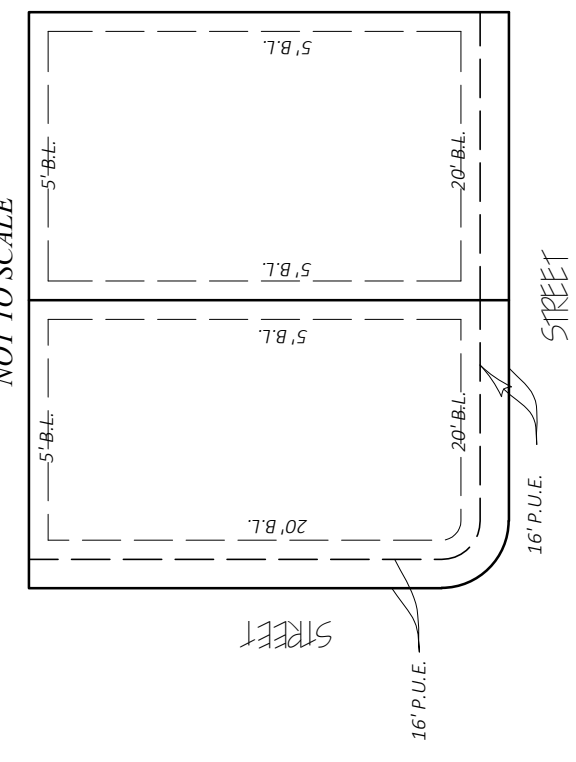




GRAPHIC SCALE
1" = 100'



TYPICAL LOT DETAIL
NOT TO SCALE



LEGEND:
 B.L. = BUILDING SETBACK LINES
 O.R.C.C.T.A. = OFFICIAL RECORDS, CALDWELL COUNTY, TEXAS
 O.R.C.C.T.A. = OFFICIAL RECORDS, BASTROP COUNTY, TEXAS
 O.R.C.C.T.A. = OFFICIAL RECORDS, BASTROP COUNTY, TEXAS
 O.R.C.C.T.A. = DEED RECORDS, CALDWELL COUNTY, TEXAS
 O.R.C.C.T.A. = DEED RECORDS, CALDWELL COUNTY, TEXAS
 O.R.C.C.T.A. = OFFICIAL PUBLIC RECORDS OF REAL PROPERTY, TEXAS
 P.O.B. = POINT OF BEGINNING
 P.O.S. = POINT OF BEGINNING
 CALDWELL COUNTY, TEXAS

LINE/TYPED LEGEND:
 --- = BOUNDARY
 --- = EASEMENT
 --- = ADJOURNING
 --- = APPROXIMATE LIMITS OF ZONE "A"
 --- = BUILDING SETBACK LINES (TYPICAL)
 --- = BUILDING SETBACK LINES (NOT TYPICAL)
 --- = PHASE LIMITS

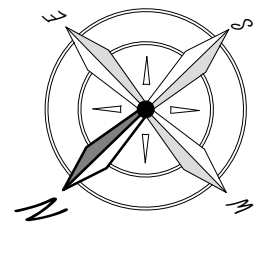
VERNON EVANS WEBB, JR.
 (50% INTEREST)
 103 3/4 ACRES
 VOLUME 45, PAGE 399
 BASTROP COUNTY, TEXAS
 CPID - 51708

VERNON EVANS WEBB, JR.
 (50% INTEREST)
 103 3/4 ACRES
 VOLUME 45, PAGE 423
 BASTROP COUNTY, TEXAS
 CPID - 51708

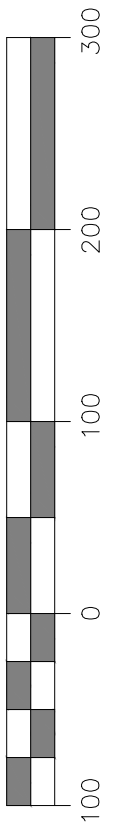
VERNON EVANS WEBB, JR.
 (50% INTEREST)
 103 3/4 ACRES
 VOLUME 45, PAGE 423
 BASTROP COUNTY, TEXAS
 CPID - 51708

LUNA ROSA PRELIMINARY PLAT

LUNA ROSA PRELIMINARY PLAT



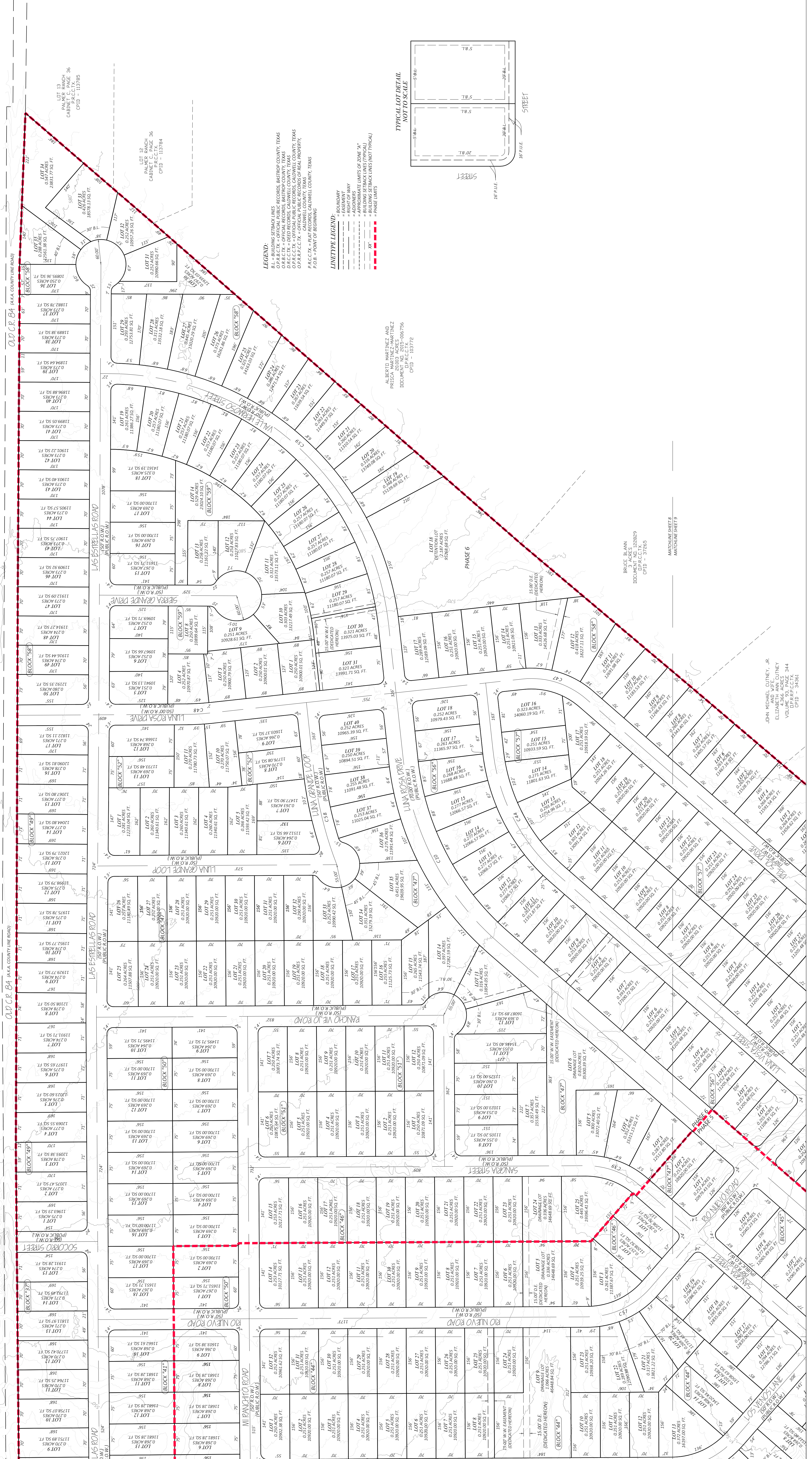
GRAPHIC SCALE
1" = 100'



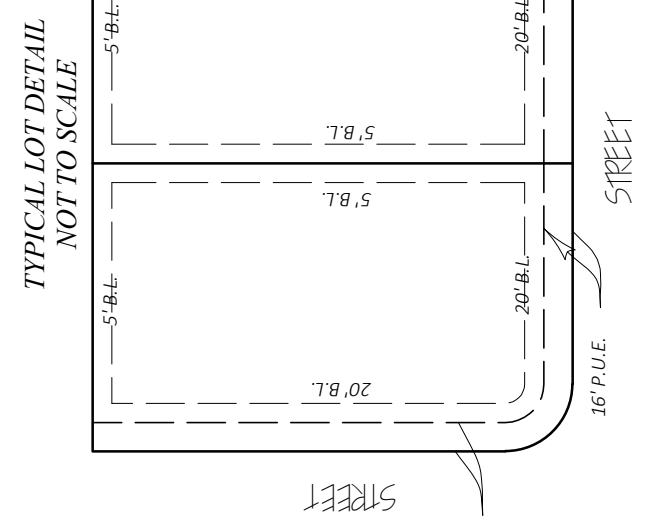
F.M. RENTAL PROPERTIES, LLC
100.375 ACRES
VOLUME 2394, PAGE 834
DIP.P.C.C.T.X. - 113785
BFD - 14143

MATCHLINE SHEET 8

MATCHLINE SHEET 9

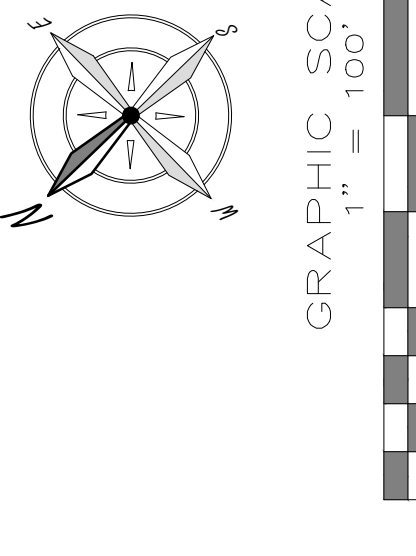
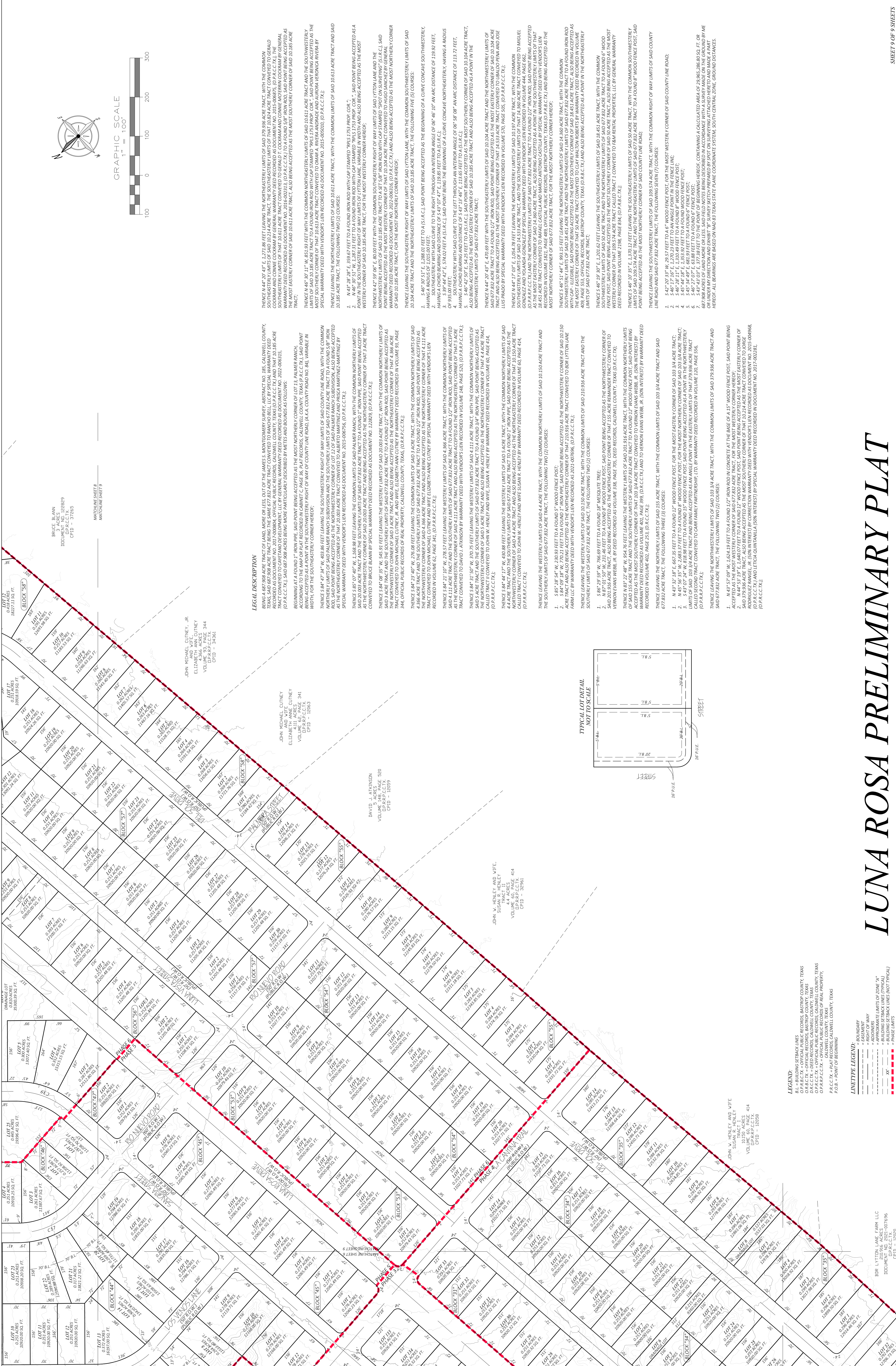


LEGEND:
- BOUNDARY
- EASEMENT
- APPROXIMATE LIMITS OF ZONE
- ADJOINERS
- BUILDING SETBACKS (NOT TYPICAL)
- PHASE LIMITS



ALBERTO MARTINEZ AND
PRISCA MARTINEZ-MARTINEZ
DOCUMENT NO. 122829
DIP.P.C.C.T.X. - 3785
CPD - 113785

JOHN MICHAEL CUTNEY, JR.
ELIZABETH ANN CUTNEY
VOLUME 2394, PAGE 344
DIP.P.C.C.T.X. - 344
CPD - 3481



LEGAL DESCRIPTION

BEING 687,908 ACRES TRACT OF LAND, MORE OR LESS, OUT OF THE JAMES S. MONTGOMERY SURVEY, ABSTRACT NO. 185, CALDWELL COUNTY, TEXAS, SAID 687,908 ACRES TRACT BEING THE SAME 677,832 ACRES TRACT CONVEYED TO MARGO BELL, LLC BY SPECIAL WARRANTY DEED TO GERALD SOUTHWESTERN DEVELOPMENT, LLC BY GENERAL WARRANTY DEED RECORDED AS DOCUMENT NO. 2022-006315.

ACCORDING TO A FOUND 1" IRON PIPE, SAID POINT BEING ACCEPTED AS THE MOST NORTHERLY CORNER OF LOT 13, PALMER RANCH, BEING ACCEPTED AS A POINT IN THE SOUTHWESTERLY RIGHT OF WAY OF COUNTY LINE ROAD, (A.K.A. COUNTY ROAD NO. 84), VARIABLE IN WIDTH, FOR THE SOUTHWESTERLY CORNER HEREOF.

THENCE S 84° 37' 34" W, 403.86 FEET LEAVING THE SOUTHWESTERLY RIGHT OF WAY LIMITS OF SAID COUNTY LINE ROAD, WITH THE COMMON NORTHERLY LIMITS OF SAID PALMER RANCH SUBDIVISION AND THE SOUTHERLY LIMITS OF SAID 677,832 ACRES TRACT TO A FOUND 5/8" IRON ROD, SAID POINT BEING ACCEPTED AS THE NORTHEASTERN CORNER OF THAT 20,003 ACRES TRACT CONVEYED TO ALBERTO MARTINEZ AND PRICIA MARTINEZ-MARTINEZ BY SPECIAL WARRANTY DEED WITH VENDORS LIEN RECORDED AS DOCUMENT NO. 2015-008756, (O.P.R.C.C.T.X.).

THENCE S 85° 07' 40" W, 1,168.98 FEET LEAVING THE COMMON LIMITS OF SAID PALMER RANCH, WITH THE COMMON NORTHERLY LIMITS OF SAID 20,003 ACRES TRACT AND THE SOUTHERLY LIMITS OF SAID 677,832 ACRES TRACT TO A FOUND 1" IRON PIPE, SAID POINT BEING ACCEPTED AS THE NORTHWESTERN CORNER OF SAID 30,003 ACRES TRACT AND BEING ACCEPTED AS THE NORTHEASTERN CORNER OF THAT 3 ACRE TRACT CONVEYED TO BRUCE BLANN BY SPECIAL WARRANTY DEED RECORDED AS DOCUMENT NO. 128283, (O.P.R.C.C.T.X.).

THENCE S 84° 37' 34" W, 445.91 FEET LEAVING THE WESTERLY LIMITS OF SAID 3 ACRE TRACT, WITH THE COMMON NORTHERLY LIMITS OF SAID 3 ACRE TRACT AND THE SOUTHERLY LIMITS OF SAID 677,832 ACRES TRACT TO A FOUND 5/8" IRON ROD, SAID POINT BEING ACCEPTED AS THE NORTHEASTERN CORNER OF SAID 4,111 ACRES TRACT AND ALSO BEING ACCEPTED AS THE NORTHEASTERN CORNER OF THAT 4,111 ACRES TRACT CONVEYED TO JOHN MICHAEL CUTNEY, JR. AND WIFE, ELIZABETH ANN CUTNEY BY WARRANTY DEED RECORDED IN VOLUME 93, PAGE 344, OFFICIAL PUBLIC RECORDS OF REAL PROPERTY, CALDWELL COUNTY, TEXAS, (O.P.R.P.C.C.T.X.).

THENCE S 84° 37' 34" W, 276.08 FEET LEAVING THE COMMON LIMITS OF SAID 3 ACRE TRACT, WITH THE COMMON NORTHERLY LIMITS OF SAID 4,111 ACRES TRACT AND THE SOUTHERLY LIMITS OF SAID 677,832 ACRES TRACT TO A FOUND 1/2" IRON ROD, SAID POINT BEING ACCEPTED AS THE NORTHEASTERN CORNER OF SAID 4,386 ACRES TRACT AND ALSO BEING ACCEPTED AS THE NORTHEASTERN CORNER OF THAT 4,386 ACRES TRACT CONVEYED TO JOHN MICHAEL CUTNEY, JR. AND WIFE, ELIZABETH ANN CUTNEY BY SPECIAL WARRANTY DEED WITH VENDORS LIEN RECORDED IN VOLUME 62, PAGE 341, (O.P.R.P.C.C.T.X.).

THENCE S 84° 37' 34" W, 276.07 FEET LEAVING THE WESTERLY LIMITS OF SAID 4,386 ACRES TRACT, WITH THE COMMON NORTHERLY LIMITS OF SAID 4,386 ACRES TRACT AND THE SOUTHERLY LIMITS OF SAID 677,832 ACRES TRACT TO A FOUND 5/8" IRON ROD, SAID POINT BEING ACCEPTED AS THE NORTHEASTERN CORNER OF SAID 4,111 ACRES TRACT AND ALSO BEING ACCEPTED AS THE NORTHEASTERN CORNER OF THAT 4,111 ACRES TRACT CONVEYED TO JOHN MICHAEL CUTNEY, JR. AND WIFE, ELIZABETH ANN CUTNEY BY WARRANTY DEED RECORDED IN VOLUME 93, PAGE 344, OFFICIAL PUBLIC RECORDS OF REAL PROPERTY, CALDWELL COUNTY, TEXAS, (O.P.R.P.C.C.T.X.).

THENCE S 84° 37' 34" W, 276.07 FEET LEAVING THE WESTERLY LIMITS OF SAID 4,386 ACRES TRACT, WITH THE COMMON NORTHERLY LIMITS OF SAID 4,386 ACRES TRACT AND THE SOUTHERLY LIMITS OF SAID 677,832 ACRES TRACT TO A FOUND 5/8" IRON ROD, SAID POINT BEING ACCEPTED AS THE NORTHEASTERN CORNER OF SAID 4,111 ACRES TRACT AND ALSO BEING ACCEPTED AS THE NORTHEASTERN CORNER OF THAT 4,111 ACRES TRACT CONVEYED TO JOHN MICHAEL CUTNEY, JR. AND WIFE, ELIZABETH ANN CUTNEY BY WARRANTY DEED RECORDED IN VOLUME 93, PAGE 344, OFFICIAL PUBLIC RECORDS OF REAL PROPERTY, CALDWELL COUNTY, TEXAS, (O.P.R.P.C.C.T.X.).

THENCE S 84° 37' 34" W, 276.07 FEET LEAVING THE WESTERLY LIMITS OF SAID 4,386 ACRES TRACT, WITH THE COMMON NORTHERLY LIMITS OF SAID 4,386 ACRES TRACT AND THE SOUTHERLY LIMITS OF SAID 677,832 ACRES TRACT TO A FOUND 5/8" IRON ROD, SAID POINT BEING ACCEPTED AS THE NORTHEASTERN CORNER OF SAID 4,111 ACRES TRACT AND ALSO BEING ACCEPTED AS THE NORTHEASTERN CORNER OF THAT 4,111 ACRES TRACT CONVEYED TO JOHN MICHAEL CUTNEY, JR. AND WIFE, ELIZABETH ANN CUTNEY BY WARRANTY DEED RECORDED IN VOLUME 93, PAGE 344, OFFICIAL PUBLIC RECORDS OF REAL PROPERTY, CALDWELL COUNTY, TEXAS, (O.P.R.P.C.C.T.X.).

THENCE S 84° 37' 34" W, 276.07 FEET LEAVING THE WESTERLY LIMITS OF SAID 4,386 ACRES TRACT, WITH THE COMMON NORTHERLY LIMITS OF SAID 4,386 ACRES TRACT AND THE SOUTHERLY LIMITS OF SAID 677,832 ACRES TRACT TO A FOUND 5/8" IRON ROD, SAID POINT BEING ACCEPTED AS THE NORTHEASTERN CORNER OF SAID 4,111 ACRES TRACT AND ALSO BEING ACCEPTED AS THE NORTHEASTERN CORNER OF THAT 4,111 ACRES TRACT CONVEYED TO JOHN MICHAEL CUTNEY, JR. AND WIFE, ELIZABETH ANN CUTNEY BY WARRANTY DEED RECORDED IN VOLUME 93, PAGE 344, OFFICIAL PUBLIC RECORDS OF REAL PROPERTY, CALDWELL COUNTY, TEXAS, (O.P.R.P.C.C.T.X.).

THENCE S 84° 37' 34" W, 276.07 FEET LEAVING THE WESTERLY LIMITS OF SAID 4,386 ACRES TRACT, WITH THE COMMON NORTHERLY LIMITS OF SAID 4,386 ACRES TRACT AND THE SOUTHERLY LIMITS OF SAID 677,832 ACRES TRACT TO A FOUND 5/8" IRON ROD, SAID POINT BEING ACCEPTED AS THE NORTHEASTERN CORNER OF SAID 4,111 ACRES TRACT AND ALSO BEING ACCEPTED AS THE NORTHEASTERN CORNER OF THAT 4,111 ACRES TRACT CONVEYED TO JOHN MICHAEL CUTNEY, JR. AND WIFE, ELIZABETH ANN CUTNEY BY WARRANTY DEED RECORDED IN VOLUME 93, PAGE 344, OFFICIAL PUBLIC RECORDS OF REAL PROPERTY, CALDWELL COUNTY, TEXAS, (O.P.R.P.C.C.T.X.).

THENCE S 84° 37' 34" W, 276.07 FEET LEAVING THE WESTERLY LIMITS OF SAID 4,386 ACRES TRACT, WITH THE COMMON NORTHERLY LIMITS OF SAID 4,386 ACRES TRACT AND THE SOUTHERLY LIMITS OF SAID 677,832 ACRES TRACT TO A FOUND 5/8" IRON ROD, SAID POINT BEING ACCEPTED AS THE NORTHEASTERN CORNER OF SAID 4,111 ACRES TRACT AND ALSO BEING ACCEPTED AS THE NORTHEASTERN CORNER OF THAT 4,111 ACRES TRACT CONVEYED TO JOHN MICHAEL CUTNEY, JR. AND WIFE, ELIZABETH ANN CUTNEY BY WARRANTY DEED RECORDED IN VOLUME 93, PAGE 344, OFFICIAL PUBLIC RECORDS OF REAL PROPERTY, CALDWELL COUNTY, TEXAS, (O.P.R.P.C.C.T.X.).

THENCE S 84° 37' 34" W, 276.07 FEET LEAVING THE WESTERLY LIMITS OF SAID 4,386 ACRES TRACT, WITH THE COMMON NORTHERLY LIMITS OF SAID 4,386 ACRES TRACT AND THE SOUTHERLY LIMITS OF SAID 677,832 ACRES TRACT TO A FOUND 5/8" IRON ROD, SAID POINT BEING ACCEPTED AS THE NORTHEASTERN CORNER OF SAID 4,111 ACRES TRACT AND ALSO BEING ACCEPTED AS THE NORTHEASTERN CORNER OF THAT 4,111 ACRES TRACT CONVEYED TO JOHN MICHAEL CUTNEY, JR. AND WIFE, ELIZABETH ANN CUTNEY BY WARRANTY DEED RECORDED IN VOLUME 93, PAGE 344, OFFICIAL PUBLIC RECORDS OF REAL PROPERTY, CALDWELL COUNTY, TEXAS, (O.P.R.P.C.C.T.X.).

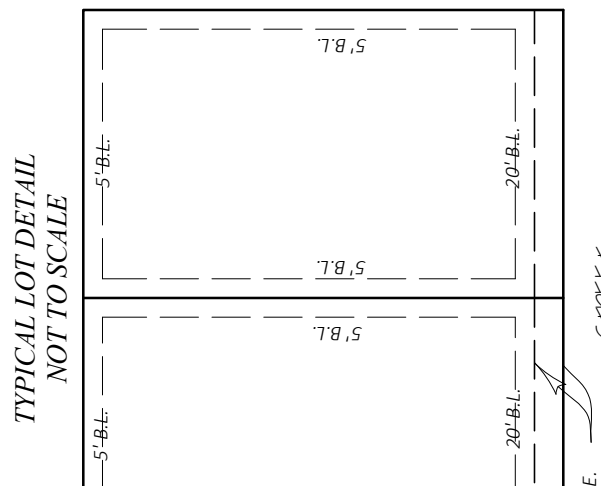
THENCE S 84° 37' 34" W, 276.07 FEET LEAVING THE WESTERLY LIMITS OF SAID 4,386 ACRES TRACT, WITH THE COMMON NORTHERLY LIMITS OF SAID 4,386 ACRES TRACT AND THE SOUTHERLY LIMITS OF SAID 677,832 ACRES TRACT TO A FOUND 5/8" IRON ROD, SAID POINT BEING ACCEPTED AS THE NORTHEASTERN CORNER OF SAID 4,111 ACRES TRACT AND ALSO BEING ACCEPTED AS THE NORTHEASTERN CORNER OF THAT 4,111 ACRES TRACT CONVEYED TO JOHN MICHAEL CUTNEY, JR. AND WIFE, ELIZABETH ANN CUTNEY BY WARRANTY DEED RECORDED IN VOLUME 93, PAGE 344, OFFICIAL PUBLIC RECORDS OF REAL PROPERTY, CALDWELL COUNTY, TEXAS, (O.P.R.P.C.C.T.X.).

THENCE S 84° 37' 34" W, 276.07 FEET LEAVING THE WESTERLY LIMITS OF SAID 4,386 ACRES TRACT, WITH THE COMMON NORTHERLY LIMITS OF SAID 4,386 ACRES TRACT AND THE SOUTHERLY LIMITS OF SAID 677,832 ACRES TRACT TO A FOUND 5/8" IRON ROD, SAID POINT BEING ACCEPTED AS THE NORTHEASTERN CORNER OF SAID 4,111 ACRES TRACT AND ALSO BEING ACCEPTED AS THE NORTHEASTERN CORNER OF THAT 4,111 ACRES TRACT CONVEYED TO JOHN MICHAEL CUTNEY, JR. AND WIFE, ELIZABETH ANN CUTNEY BY WARRANTY DEED RECORDED IN VOLUME 93, PAGE 344, OFFICIAL PUBLIC RECORDS OF REAL PROPERTY, CALDWELL COUNTY, TEXAS, (O.P.R.P.C.C.T.X.).

THENCE S 84° 37' 34" W, 276.07 FEET LEAVING THE WESTERLY LIMITS OF SAID 4,386 ACRES TRACT, WITH THE COMMON NORTHERLY LIMITS OF SAID 4,386 ACRES TRACT AND THE SOUTHERLY LIMITS OF SAID 677,832 ACRES TRACT TO A FOUND 5/8" IRON ROD, SAID POINT BEING ACCEPTED AS THE NORTHEASTERN CORNER OF SAID 4,111 ACRES TRACT AND ALSO BEING ACCEPTED AS THE NORTHEASTERN CORNER OF THAT 4,111 ACRES TRACT CONVEYED TO JOHN MICHAEL CUTNEY, JR. AND WIFE, ELIZABETH ANN CUTNEY BY WARRANTY DEED RECORDED IN VOLUME 93, PAGE 344, OFFICIAL PUBLIC RECORDS OF REAL PROPERTY, CALDWELL COUNTY, TEXAS, (O.P.R.P.C.C.T.X.).

THENCE S 84° 37' 34" W, 276.07 FEET LEAVING THE WESTERLY LIMITS OF SAID 4,386 ACRES TRACT, WITH THE COMMON NORTHERLY LIMITS OF SAID 4,386 ACRES TRACT AND THE SOUTHERLY LIMITS OF SAID 677,832 ACRES TRACT TO A FOUND 5/8" IRON ROD, SAID POINT BEING ACCEPTED AS THE NORTHEASTERN CORNER OF SAID 4,111 ACRES TRACT AND ALSO BEING ACCEPTED AS THE NORTHEASTERN CORNER OF THAT 4,111 ACRES TRACT CONVEYED TO JOHN MICHAEL CUTNEY, JR. AND WIFE, ELIZABETH ANN CUTNEY BY WARRANTY DEED RECORDED IN VOLUME 93, PAGE 344, OFFICIAL PUBLIC RECORDS OF REAL PROPERTY, CALDWELL COUNTY, TEXAS, (O.P.R.P.C.C.T.X.).

THENCE S 84° 37' 34" W, 276.07 FEET LEAVING THE WESTERLY LIMITS OF SAID 4,386 ACRES TRACT, WITH THE COMMON NORTHERLY LIMITS OF SAID 4,386 ACRES TRACT AND THE SOUTHERLY LIMITS OF SAID 677,832 ACRES TRACT TO A FOUND 5/8" IRON ROD, SAID POINT BEING ACCEPTED AS THE NORTHEASTERN CORNER OF SAID 4,111 ACRES TRACT AND ALSO BEING ACCEPTED AS THE NORTHEASTERN CORNER OF THAT 4,111 ACRES TRACT CONVEYED TO JOHN MICHAEL CUTNEY, JR. AND WIFE, ELIZABETH ANN CUTNEY BY WARRANTY DEED RECORDED IN VOLUME 93, PAGE 344, OFFICIAL PUBLIC RECORDS OF REAL PROPERTY, CALDWELL COUNTY, TEXAS, (O.P.R.P.C.C.T.X.).



LUNA ROSA PRELIMINARY PLAT

- LEGEND:**
- BOUNDARY
 - - - - - EASEMENT WAY
 - - - - - APPROXIMATE LIMITS OF ZONE "A"
 - - - - - ADJOINERS
 - - - - - BUILDING SETBACK LINES (NOT TYPICAL)
 - XT --- PHASE LIMITS
- LEGEND:**
- BOUNDARY
 - - - - - EASEMENT WAY
 - - - - - APPROXIMATE LIMITS OF ZONE "A"
 - - - - - ADJOINERS
 - - - - - BUILDING SETBACK LINES (NOT TYPICAL)
 - XT --- PHASE LIMITS



7401B Highway 71 West, Suite 160
Austin, TX 78735
Office: 512.583.2600
Fax: 800.587.2817

Doucetengineers.com

August 8, 2023

Kasi Miles
Caldwell County
1700 FM 2720
Lockhart, Texas 78644

Re: Luna Rosa Subdivision Preliminary Plat
Project No. 1911-240-02

Dear Ms. Miles,

Doucet has completed our review of the preliminary plat application for Luna Rosa, a 1649-lot subdivision of +/- 687.908-acres located at 3680 Lytton Lane, Dale, Texas 78616. The subdivision will be served by Aqua Water Service Corporation and water provided by Integra Water.

Luna Rosa Subdivision Preliminary Plat

- Their special district will remain the storm sewers, ponds, streetlights, etc.
- The access to Old Colony Line Road will be a gated emergency-only access.
- The developer will be reconstructing Lytton Lane/ Caldwell Lane from their entry back to SH 21.

The preliminary plat appears to be in general conformance with the rules and regulations of Caldwell County. Therefore, we recommend placing the plat on the Commissioners Court agenda for consideration.

It is our pleasure to be of assistance to the County on this project.

Kimberly Johnson-Hopkins

Kimberly Johnson-Hopkins
Planner, Land Development

TBPE Firm # 3937
State of Texas Surveying Firm Certification # 10105800

COMMITMENT YOU EXPECT.
EXPERIENCE YOU NEED.
PEOPLE YOU TRUST.

Cayetano Development LLC

P.O. BOX 365
La Blanca TX. 78558
(956) 464-4431

VANTAGE BANK ★
TEXAS

88-1527/1149



2/16/2023

PAY TO THE
ORDER OF

Caldwell County

\$ 253,350.00

DOLLARS

Two Hundred Fifty-Three Thousand Three Hundred Fifty and 00/100

VOID AFTER 90 DAYS

Caldwell County
Attn: Kasi Miles
1700 FM 2720
Lockhart, Texas 78644

MEMO

Luna Rosa Preliminary Plat Fee

[Handwritten Signature]
AUTHORIZED SIGNATURE

CALDWELL COUNTY SANITATION DEPT.

1700 FM 2720
LOCKHART, TEXAS 78644
(512) 398-1803

9046

DATE 2-27-23

RECEIVED FROM Cayetano Development, LLC \$ 253,350.00
Two hundred fifty-three thousand three hundred fifty and 00/100
FOR P.L. Plat - Luna Rosa's

AMOUNT OF ACCOUNT	
THIS PAYMENT	253,350.00
BALANCE DUE	

- CASH
- CHECK
- CREDIT CARD
- MONEY ORDER

BY Kasi L. Miles
Thank You

Caldwell County Development Application



Date Submitted

9/10/22 10/10/22

Type of Application

- Preliminary Plat
- Final Plat (New)
- Short Form Final Plat
- Replat
- Subdivision Construction Plans
- Floodplain
- Commercial Development

Application Contacts

1. Owner Information (i.e. Land owner name, address, contact name, phone, email)

Rancho Bell, LLC
1401 Lavaca Street St
PMB 40316
Austin, TX 78701
677.8 Acres, ID No 11657

2. Applicant Information (i.e. Developer name, address, contact name, phone, email)

Cayetano Development, LLC
Contact: Garrett Forthuber
2211 Hancock Dr
Austin, TX 78756
gforthuber@cayetanodevelopment.com
(956) 607-8933

3. Designated Contact (i.e. Person County will coordinate with in regards to comments/approvals. Include name, address, contact name, phone, email)

Garrett Forthuber
2211 Hancock Dr
Austin, TX 78756
gforthuber@cayetanodevelopment.com
(956) 607-8933

4. Consultants (*If applicable)

Licensed Professional Engineer*:

Southwest Engineers, Inc.
205 Cimarron Park Loop, Suite B
Buda, TX 78610
Paul Viktorin, PE
(512) 312-4336
paul.viktorin@swengineers.com

Registered Professional Land Surveyor*:

Spot On Surveying, Inc.
814 Jerrys Ln
Buda, TX 78610
Scott Hahn
512-523-8092
shahn@spotonsurveying.com

Registered Sanitarian*:

Hurt's Wastewater
Brad Hurt
PO Box 662
Ganado, TX 77962
(361) 771-3451
brad@hurtswastewater.com

Geoscientists*:

MLA Geotechnical
2804 Longhorn Blvd
Austin, TX 78758

Application Questionnaire

Property Address (or approximate location)

3680 Lytton Ln

Survey Information (Survey/Abstract, Acreage, Recorded Vol/Pg/Instrument)

A185 Montgomery, James S., 2017-000804

Parcel Tax ID Number

11657 and 103291

Caldwell County Precinct Number

Precinct 1

Precinct 2

Precinct 3

Precinct 4

Located in City ETJ:

Yes, City Name: _____

No

Anticipated source of water in the development

Individual Wells

Rainwater Collection System(s)

From Groundwater

From Surface Water

Water Provider: Aqua WSC

Anticipated wastewater system in the development

Standard/Conventional On-Site Sewage Facility

Advanced On-Site Sewage Facility

Sewer Provider: Integra Water

Project Description

Six phase residential development on sewer and public water. Four lots will be served by On-site sewage facilities.

Subdivision Plat Application Questionnaire

Proposed Name of Subdivision:

Luna Rosa Subdivision

If application is for a replat (list reason(s) for the replat)

Total Acreage of Subject Property

587.9

Total Proposed Residential Lots

1643 includes Sr, Detached, Detached, LSI, 12' Front Plots

Total Proposed Commercial Lots

36 Limited Commercial

Type of Construction

Subdivision

Has Appropriate Application Checklist been attached?

Yes

No

Owner's Certification

I hereby certify that I have given permission for the below applicant to submit this Application and to represent me in all matters affecting said Application. The below individual will be known as the "Applicant"

Owner Name: Rancho Bell, LLC Phone Number: 512-784-0265

Applicant Name: Cayetano Development, LLC Phone Number: 956-607-8933

Owner Email: texasaustin@hotmail.com

Owner Signature: 



September 6, 2022

Southwest Engineers, Inc.
Attn: Paul Viktorin, P.E.
205 Cimarron Park Loop, Suite B
Buda, TX 78610

RE: Parcel # 11657 – 687 acres, A-185, James S. Montgomery Survey,
Caldwell County, Texas

Dear Mr. Viktorin:

The above referenced property is located within Aqua's certified service area as provided in Aqua's Retail Certificate of Convenience and Necessity No. 10294 issued by the Public Utility Commission of Texas (PUC).

An applicant seeking Aqua water service to a subdivided tract of land must meet all requirements, conditions, and regulations set forth in Aqua's Tariff on file with the PUC, which includes, but is not limited to, completing an application and service agreement and payment of all applicable fees.

A Developer seeking Aqua's Service to a subdivision (recorded and/or unrecorded) must also comply with Aqua's Tariff, specifically Appendix B, "Rules and Regulations Concerning Aqua's Service to Subdivisions" ("Aqua's Rules") which includes, but is not limited to, submitting a request and payment for a feasibility study, executing a contract with Aqua, payment of applicable fees, and possibly construction of an approach main.

Please note, this letter does not guarantee water service availability. To learn more about service to a subdivision, you can refer to a complete copy of Aqua's Tariff on our website at www.aquawsc.com. Please call me at 512-303-3943, ext. 153 if you have any questions.

Sincerely,

Patricia Hernandez

Development Services Manager



**Southwest
Engineers**

www.swengineers.com | TBPE No F-1909

Civil | Environmental | Land Development

HEADQUARTERS

307 St. Lawrence St.
Gonzales, TX 78629
Phone: 830.672.7546

CENTRAL TEXAS OFFICE

205 Cimarron Park Loop, Ste B
Buda, TX 78610
Phone: 512.312.4336

October 7, 2022

Kasi Miles,
Caldwell County
211 Jackson Street
Lockhart, TX 78602

RE: Luna Rosa, Phases 1 - 6
Preliminary Plan Submittal

Dear Ms. Miles:

Please accept the attached Preliminary Plan submittal for Luna Rosa Phases 1-6 subdivision. The Luna Rosa Subdivision is located in Caldwell, County, Texas. The property is located exclusively in Caldwell County and is not within any City Extra-Territorial Jurisdiction (ETJ). The property is within Precinct 4 of Caldwell County. The school district for the property is Lockhart ISD. The property is located on the south side of State Highway 21 and fronts on Lytton Lane. The property is comprised of 687.9 acres that includes the 677.83 acre Rancho Bell, LLC property (Caldwell County Tax ID No. 11657) and the 10.01 acre Cayetano property (Caldwell County Tax ID No. 103291). The properties are currently undeveloped.

The Luna Rosa development will mostly be single family development. A few lots are being identified as Limited Commercial. The Preliminary Plan has been developed with six (6) phases. The development includes a total of 1,679 lots. The roadways will be designed in accordance with Caldwell County Urban (Curb and Gutter) Road Standards, Table B-1 of the Caldwell County Development Ordinance was utilized for the subdivision roadway layout. The main access for the development will be to Lytton Lane. A secondary access will be onto County Line Roadway located at the Western edge of the property. The Phase 1 improvements will include the main connection to Lytton Lane. A gravel road access to County Line Roadway from Phase 1 will be provided for the secondary access. The gravel road will be contained within a temporary access easement. The proposed roadways will include a mountable curb and a storm drainage system that will include pipes and inlets.

Cayetano Housing and Development has the property under contract, is managing the Preliminary Plan application and will purchase the property in accordance with specified time lines.

The project will be developed in accordance with Caldwell County Regulations. The development will consist of the following:

- Minimum ¼ acre lot size. The development will consist of 1,618 single family lots, 36 limited commercial lots, 9 detention lots, 13 drainage lots, 2 lift station lots and 1 treatment plant lot.
- Public water will be acquired from Aqua Water Supply Corporation
- Wastewater will be from an On-Site Wastewater Treatment Plant operated by a private operator. There will be 4 lots that will have on-site septic systems. These 4 lots could not gravity flow to the treatment plant nor proposed lift stations.

- Bluebonnet Electric will provide electric service.
- Access will be from Lytton Lane and County Line Road.
- On-site detention will be provided for the 25-year and 100-year storm events so that the developed flow leaving the site, will be less than the existing flow.

A portion of the subdivision is located within the estimated 1% (100-Year) Floodplain per FEMA's Base Level Engineering Assessment. The 1% (100-year) Floodplain for the property was determined from FEMA Flood Insurance Rate Map 48055CO050E, effective date June 19, 2012 and FEMA Flood Insurance Rate Map 48055CO0250E, effective date June 19, 2012. No development is proposed within the FEMA floodplain with the exception of the roadway crossing to Lytton Lane. For this crossing a bridge type structure is currently proposed to minimize any obstruction of flow within the FEMA floodplain.

We look forward to working with the Caldwell County in the development and permitting of this proposed subdivision. If you have any questions or require additional information, please do not hesitate to contact me at any time at 512-312-4336.

Respectfully Submitted,



Paul Viktorin, PE
Senior Project Engineer





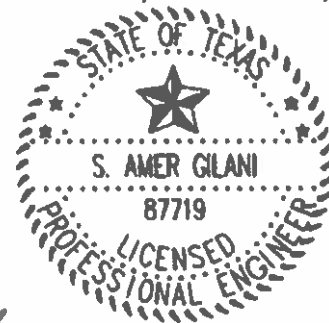
Carlson, Brigance & Doering, Inc.

Civil Engineering ♦ Surveying

LUNA ROSA TIA REV IV

Approved by Caldwell County
14-August-2023
1911-240-01

Study Performed by



CARLSON, BRIGANCE & DOERING, INC.
ID# F3791

August 10, 2023

EXECUTIVE SUMMARY

Luna Rosa Development will be situated between SH 21, FM 1854 and Caldwell Road. This development will consist of 1,648 single family residential lots and 8,000 Square Feet of Warehousing. There will be one (1) access point to provide access to the proposed Luna Rosa Development. The peak hour turning movement traffic data was collected at following intersections:

- SH 21 and Caldwell Road Intersection
- FM 1854 / County Line Rd (CR 172) and Lytton Lane (CR 174) / FM 1854 Intersection
- CR 250 (Old San Antonio Rd) / Watts Lane and FM 812 Intersection

A growth rate of 3.75% was used to convert peak hour traffic to future years peak hour traffic. ITE TripGen Web-based App (based on Trip Generation Manual 11th Edition) was used to estimate the projected vehicular trips, which will be generated by Luna Rosa Development. The existing peak hour traffic patterns were used to develop entering and exiting site traffic percentages. Synchro Software V11 was used to perform LOS analysis for the following scenarios:

- Year 2022 Existing Conditions
- Year 2027 No Build Conditions
- Year 2027 Build Conditions
- Year 2031 No Build Conditions
- Year 2031 Build Conditions
- Year 2031 Build Conditions with Mitigations

The AM an PM peak hour LOS analysis and queuing analysis was performed for the following intersections:

- SH 21 and Caldwell Road Intersection
- FM 1854 / County Line Rd (CR 172) and Lytton Lane (CR 174) / FM 1854 Intersection
- CR 250 (Old San Antonio Rd) / Watts Lane and FM 812 Intersection
- Luna Rosa Drive (Proposed Access Point) and Lytton Lane Intersection

The results of the peak hour LOS analysis were documented. The roadway sizing analysis was performed for proposed entrance (Luna Rosa Drive). The traffic mitigations were recommended based on peak hour LOS analysis results, Turn Lane analysis results and Roadway sizing analysis results. The pro rata estimated costs were calculated for the proposed mitigations. An Inflation multiplying factor of 1.338 was developed from Engineering News Record (ENR) Construction Costs Index. The pro-rata estimated costs of the proposed mitigations were approximately \$259,312.32 for Year 2027 and \$668,518.69 for Year 2031.

Year 2027 Mitigations

- **Luna Rosa Drive (Proposed Access Point) and Lytton Ln Intersection**
 - 200' Southbound Left Turn Lane

- **Bastrop County Lytton Lane / Caldwell Road**
 - Roadway Improvements

Year 2031 Mitigations

- **SH 21 and Caldwell Road Intersection**
 - Traffic Signal

- **FM 1854 / County Line Rd and Lytton Ln Intersection**
 - Traffic Signal
 - 100' Westbound Right Turn Lane
 - 100' Northbound Left Turn Lane
 - 100' Southbound Left Turn Lane

- **CR 250 / Watts Lane and FM 812 Intersection**
 - Traffic Signal
 - 150' Eastbound Left Turn Lane

TABLE OF CONTENTS

Executive Summary	i
Table of Contents	iii
Background	1
Methodology	1
Existing Geometric and Traffic Configuration	2
Data Collection	2
Peak Hour Traffic Analysis	3
LOS Analysis	3
Turn Lane Analysis	4
Potential Mitigation and Pro Rata Estimated Costs	5
Roadway Sizing Analysis	5
Summary of Findings	6

FIGURES

Figure 1:	Location Map
Figure 2:	Multimodal Map
Figure 3:	Proposed Location Plan
Figure 4:	Existing Geometric Configuration
Figure 5-7:	Study Intersection Aerials
Figure 8:	Existing Peak Hour Traffic
Figure 9:	Existing Truck Percentages
Figure 10:	Existing Peak Hour Factor
Figure 11:	Year 2027 No Build Conditions Traffic
Figure 12:	Proposed Site Plan
Figure 13:	Half Build Site Traffic
Figure 14:	Year 2027 Half Build Conditions Traffic
Figure 15:	Year 2031 No Build Conditions Traffic
Figure 16:	Full Build Site Traffic
Figure 17:	Year 2031 Full Build Conditions Traffic
Figure 18-21:	Proposed Mitigation at Study Intersections

TABLES

Table 1:	Existing Peak Hour Traffic
Table 2:	Projected Site Traffic
Table 3A-3B:	Site Traffic Distribution (Half Build and Full Build)
Table 4:	Peak Hour Traffic Combined
Table 5:	LOS Definitions
Table 6:	Peak Hour LOS Analysis
Table 7:	Pro Rata Share Calculations
Table 8:	Potential Mitigations and Estimated Costs
Table 9:	Roadway Sizing Analysis

APPENDICES

Appendix A:	TIA Scope
Appendix B:	Traffic Data
Appendix C:	TXDOT Traffic Growth Factor
Appendix D:	ITE Information
Appendix E:	Synchro Analysis Results
Appendix F:	Turn Lane Analysis Results
Appendix G:	Roadway Sizing Analysis Results
Appendix H:	Cost Estimates

BACKGROUND

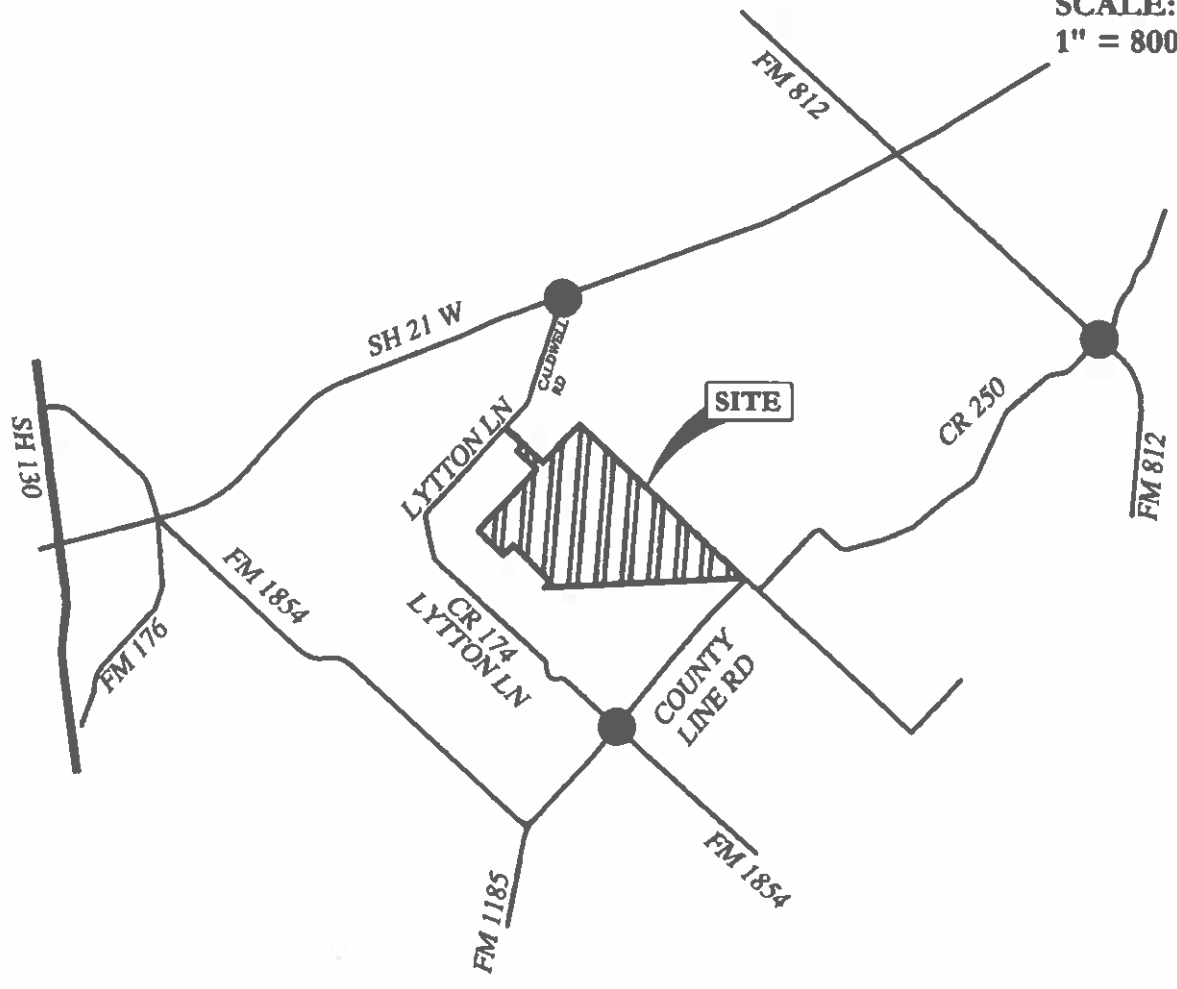
This report was updated as per latest set of review comments for Luna Rosa Development TIA, as shown in **Appendix A**. Luna Rosa Development will be situated between SH 21, FM 1854 and Caldwell Road, as shown in **Figure 1**. This development will consist of 1,648 single family residential lots and 8,000 Square Feet of Warehousing. There will be one (1) access point to provide vehicular access to Luna Rosa Development, named Luna Rosa Drive.

METHODOLOGY

- Documentation of existing geometric and traffic infrastructure
- Peak hour traffic data collection at the following intersections
 - SH 21 and Caldwell Road Intersection
 - FM 1854 / County Line Rd and Lytton Ln (CR 174) / FM 1854 Intersection
 - CR 250 (Old San Antonio Road) / Watts Lane and FM 812 Intersection
- Development of No Build Conditions Peak hour traffic by using 3.75% Growth Factor
- Calculation of Peak Hour Trip Generation from ITE Trip Generation Manual
- Development of Directional Distribution Percentages
- Development of Build Conditions Peak hour traffic
- Peak hour LOS analysis Scenarios for 1) Year 2022 Existing Conditions, 2) Year 2027 No Build Conditions, 3) Year 2027 Half Build Conditions, 4) Year 2031 No Build Conditions, 5) Year 2031 Build Conditions, and 6) Year 2031 Build Conditions w/ Mitigations
- Peak hour LOS and Queuing Analysis
 - SH 21 and Caldwell Road Intersection
 - FM 1854 / County Line Road and Lytton Lane (CR 174) / FM 1854 Intersection
 - CR 250 (Old San Antonio Road) / Watts Lane and FM 812 Intersection
 - Luna Rosa Drive (Proposed Access Point) and Lytton Lane Intersection
- Proposed Mitigations and Pro-Rata Estimated Costs
- Roadway Sizing Analysis



SCALE:
1" = 8000'



● STUDY INTERSECTIONS

FILE PATH: \\HAC3D\55005500 Luna Rosa TIA.dwg - Jul 12, 2023 - 9:02am



Carlson, Brigance & Doering, Inc.
FIRM ID #P3791 REG. # 10024900

◆ Civil Engineering	◆ Surveying
◆ 12129 RR 620 N., Ste. 600	◆ Austin, Texas 78750
◆ Phone No. (512) 280-5160	◆ www.cbdcng.com

1

LOCATION MAP

JULY
2023

LUNA ROSA TIA

EXISTING GEOMETRIC AND TRAFFIC CONFIGURATION

There are no bike or bus routes within ½ mile of the proposed development, as shown in **Figure 2**. The proposed site plan was shown in **Figure 3**. The existing lane configurations, existing traffic controls and general layout for study intersections were shown in **Figure 4**. The geometric and traffic conditions at the existing and proposed study intersections were also shown in **Figures 5 to 7**.

DATA COLLECTION

The AM and PM peak hours (6:30 AM – 8:30 AM and 4:00 PM – 6:00 PM) turning movement traffic data were collected at the following intersections.

- SH 21 and Caldwell Road Intersection
- FM 1854 / County Line Rd (CR 172) and Lytton Lane (CR 174) / FM 1854 Intersection
- CR 250 (Old San Antonio Road) / Watts Lane and FM 812 Intersection

The collected peak hour traffic data was shown in **Appendix B**. The existing peak hour traffic parameters, including peak hour traffic, truck percentages and peak hour factor were shown below and in **Table 1**.

- **Figure 8:** Existing Peak Hour Traffic
- **Figure 9:** Existing Truck Percentages (%Ages)
- **Figure 10:** Existing Peak Hour Factor

TxDOT traffic planning maps were used to calculate the average traffic growth factor to convert existing traffic to future year traffic (3.75%), as shown in **Appendix C**. Year 2022 peak hour traffic was converted to Year 2027 No Build Conditions Peak hour traffic by using 3.75% Growth Factor (Multiplier X 1.2021), as shown in **Figure 11**.



SCALE:
1" = 5000'

FM 812

1 MILE RADIUS

SITE

SH 21 W

CALDWELL RD

LYTTON LN

CR 250

FM 1854

FM 176

CR 174
LYTTON LN

COUNTY LINE RD

FM 1854

NO BIKE LANES OR
BUS ROUTES WITHIN
ONE MILE OF SITE

FILE PATH: \\CAC3D55005500 Luna Rosa TIA.dwg - Jul 12, 2023 - 10:14am



Carlson, Brigrance & Doering, Inc.

FIRM ID #F3791 RSC. # 10024900

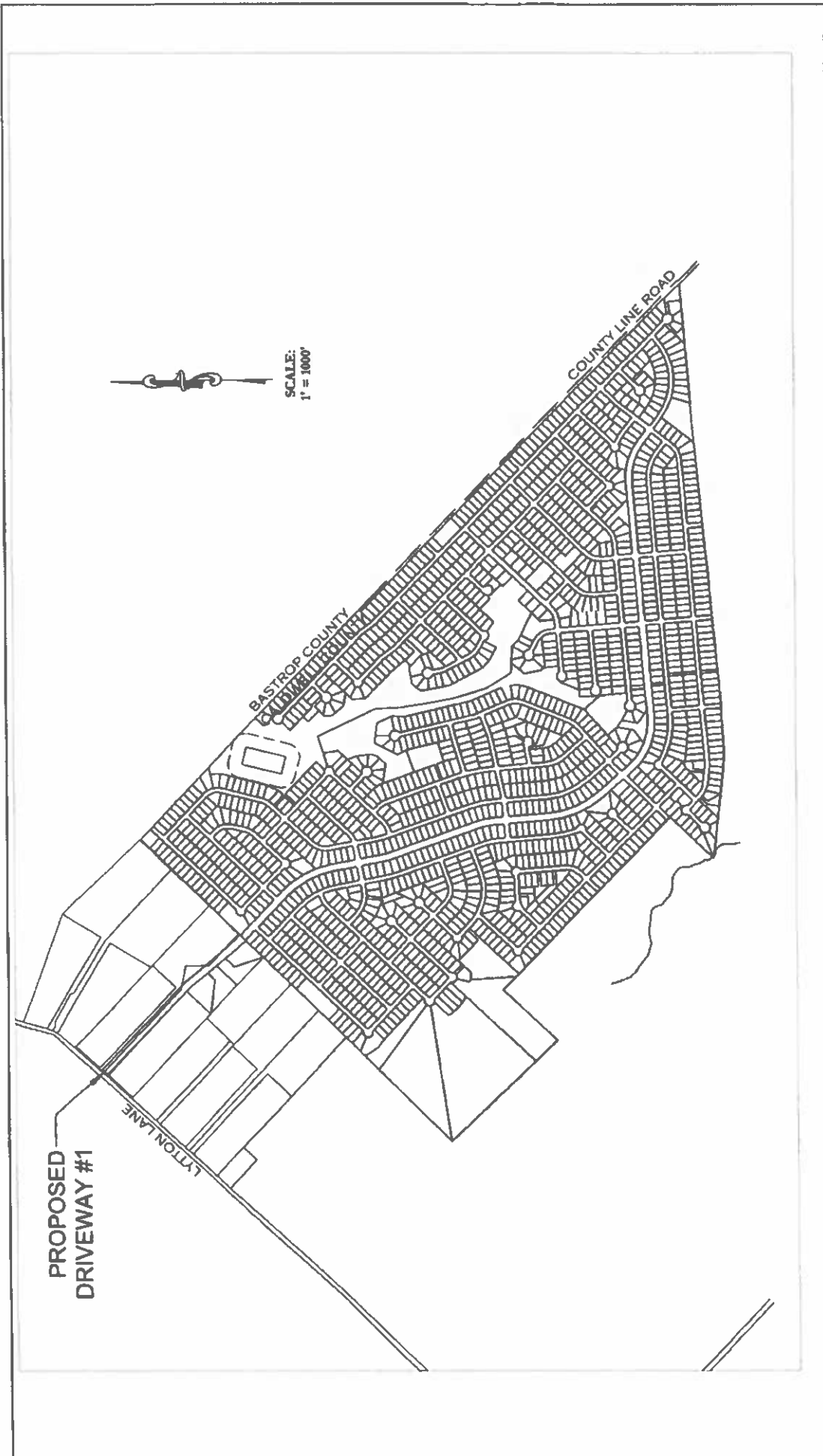
Civil Engineering Surveying
12129 RIA 620 N., Ste. 600 Aledo, Texas 78750
Phone No. (512) 280-5160 www.cbdeng.com

2

MULTIMODAL PLAN

JULY
2023

LUNA ROSA TIA



	Carlson, Brigrance & Doering, Inc. <small>PLANNING ARCHITECTURE ENGINEERING</small> <small>12220 W. 4th St., Suite 200, Overland Park, KS 66213</small> <small>Phone: (913) 261-1168</small> <small>www.cbdi.com</small>	3	PROPOSED SITE PLAN
	JULY 2023	LUNA ROSA TIA	

Through Tax Year
2021

TAX CERTIFICATE

Certificate #
7046

Issued By:
Caldwell County Appraisal District
211 Bufkin Ln.
P O. Box 900
Lockhart, TX 78644

Property Information
Property ID: 11857 Geo ID: 0100185-114-000-00
Legal Acres: 677.8320
Legal Desc: A185 MONTGOMERY, JAMES S., ACRES 677.832
Silus: LYTTON LN DALE, TX 78616
DBA:
Exemptions

Owner ID: 219750 100.00%
RANCHO BELL LLC
1401 LAVACA ST
PMB 40316
AUSTIN, TX 78701

For Entitles **Value Information**

Caldwell County	Improvement HS:	0
Caldwell-Hays ESD 1	Improvement NHS:	0
Farm to Market Road	Land HS:	0
Lockhart ISD	Land NHS:	0
	Productivity Market:	3,470,920
	Productivity Use:	51,520
	Assessed Value	51,520

Property Is receiving Ag Use

Current/Delinquent Taxes

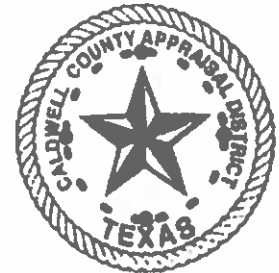
This is to certify that, after a careful check of the tax records of this office, the following delinquent taxes, penalties, interest and any known costs and expenses as provided by Tax Code §33.48, are due on the described property for the following taxing unit(s):

Year	Entity	Taxable	Tax Due	Disc./P&I	Attorney Fee	Total Due
Totals:			0.00	0.00	0.00	0.00

Effective Date 10/06/2022

Total Due if paid by: 10/31/2022

0.00



Tax Certificate Issued for:	Taxes Paid in 2021	POSSIBLE ROLLBACK
Lockhart ISD	582.02	
Farm to Market Road	0.05	
Caldwell County	346.11	
Caldwell-Hays ESD 1	51.52	

If applicable, the above-described property has/is receiving special appraisal based on its use, and additional rollback taxes may become due based on the provisions of the special appraisal (Comptroller Rule 9.3040) or property omitted from the appraisal roll as described under Tax Code Section 25.21 is not included in this certificate [Tax Code Section 31.08(b)].

Pursuant to Tax Code Section 31.08, if a person transfers property accompanied by a tax certificate that erroneously indicates that no delinquent taxes, penalties or interest are due a taxing unit on the property or that fails to include property because of its omission from an appraisal roll, the unit's tax lien on the property is extinguished and the purchaser of the property is absolved of liability to the unit for delinquent taxes, penalties or interest on the property or for taxes based on omitted property. The person who was liable for the tax for the year the tax was imposed or the property was omitted remains personally liable for the tax and for any penalties or interest.

A tax certificate issued through fraud or collusion is void.

This certificate does not clear abuse of granted exemptions as defined in Section 11.43 Paragraph(1) of the Texas Property Tax Code.

May Be Subject to Court Costs if Suit is Pending

Date of Issue: 10/06/2022
Requested By: SOUTHWEST ENGINEERS INC
Fes Amount: 10.00
Reference #

Signature of Authorized Officer of Collecting Office



GENERAL WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Date: August 4th, 2022
Grantor: Michael Kirk and Maria Kirk
Grantor's Mailing Address: 6106 Wagon Bend, Austin, Texas 78744
Grantee: Cayetano Development, LLC, a Texas limited liability company
Grantee's Mailing Address: 2211 Hancock Drive, Austin, TX 78731

Consideration: TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

Being all of that certain tract or parcel of land containing 10.074 acres, more or less, situated in the James S. Montgomery Survey A-185 (sometimes called the John S. Montgomery Survey A-185, and sometimes called the J.S. Montgomery Survey A-185), Caldwell County, Texas, said tract being more particularly described by metes and bounds shown on Exhibit "A" attached hereto and made a part hereof.

Reservations from Conveyance: None.

Exceptions to Conveyance and Warranty: Permitted Exceptions on Exhibit "B" attached hereto.

Grantor, for the Consideration, grants, sells, and conveys to Grantee the Property, together with, all and singular, the improvements thereon and all rights and appurtenances thereto in anyway belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof,

except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

GRANTOR:

Michael Kirk
Michael Kirk

Maria Kirk
Maria Kirk

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 4th day of August, 2022, by Michael Kirk.

(Notary Seal)



Margaret Gonzales
Notary Public of the State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 4th day of August, 2022, by Maria Kirk.

(Notary Seal)



Margaret Gonzales
Notary Public of the State of Texas

EXHIBIT A

Page 1 of 1

BEING a 10.074 acre tract or parcel of land out of and being a part of the James S. Montgomery Survey, A-185 (sometimes called the John S. Montgomery Survey), in Caldwell County, Texas, and being a part of that certain 102.747 acre tract described in a deed from Debi Ferguson Jaster, et al. to DS Exchange, LLC, recorded in Document No. 2014-005042, Caldwell County Official Records. The herein-described tract or parcel of land being more particularly described by metes and bounds as follows:

COMMENCING FOR REFERENCE at a railroad spike found at a fence corner in the southeast line of Lytton Lane (County Road No. 174) at the north corner of that certain 379.936 acre tract described as Second Tract in a deed from Robert C. Carr, et. ux., to Carr Family Partnership, Ltd., recorded in Vol. 120, Page 556, Caldwell County Official Records, and the west corner of the 102.747 acre tract of which this is a part.

THENCE with the southeast line of Lytton Lane and the northwest line of the 102.474 acre tract, N 43 deg. 57 min. 57 sec. E, 509.87 feet to a fence angle post and N 44 deg. 25 min. 19 sec. E, 1121.27 feet to a 5/8 inch iron rod set for the POINT OF BEGINNING, for the most northerly west corner of this tract.

THENCE continuing with said line, N 44 deg. 25 min. 19 sec. E, 60.00 feet to a 5/8 inch iron rod set for the north corner of this tract.

THENCE crossing the 102.747 acre tract, S 44 deg. 58 min. 38 sec. E, 1257.57 feet to a 5/8 inch iron rod set; S 76 deg. 05 min. 06 sec. E, 285.03 feet to a 5/8 inch iron rod set; S 04 deg. 55 min. 46 sec. W, 256.55 feet to a 5/8 inch iron rod set; S 44 deg. 58 min. 38 sec. E, 479.54 feet to a 5/8 inch iron rod set in the southeast line of same and northwest line of that certain 677.35 acre tract described in a deed from McIntyre Loyalty Trust to Meredith J. Long, et. ux., recorded in Vol. 417, Page 445, Caldwell County Deed Records, for the east corner of this tract.

THENCE with the northwest line of the Long 677.35 acre tract and southeast line of the 102.747 acre tract, S 45 deg. 53 min. 57 sec. W, 370.60 feet to a 5/8 inch iron rod set for the south corner of this tract.

THENCE N 44 deg. 58 min. 37 sec. W, 852.41 feet to a 5/8 inch iron rod set for the most southerly west corner of this tract.

THENCE N 45 deg. 01 min. 21 sec. E, 359.55 feet to a 5/8 inch iron rod set for an interior corner of this tract.

THENCE N 44 deg. 58 min. 38 sec. W, 1287.67 feet to the POINT OF BEGINNING, containing 10.074 acres of land.

11-GF# 202301910 MDL
Return to: Heritage Title
200 W 6th Street, Suite 1600
Austin, TX 78701

EXHIBIT "B"

1. Restrictive covenants of record in Document No. 2015-003141 of the Official Public Records of Caldwell County, Texas.
2. Pipeline easement granted to Shell Pipe Line Corporation, by instrument dated March 7, 1929, recorded in Volume 136, Page 367 of the Deed Records of Caldwell County, Texas.
3. Pipeline easement granted to Shell Pipe Line Corporation, by instrument dated March 8, 1929, recorded in Volume 138, Page 96 of the Deed Records of Caldwell County, Texas.
4. The terms, conditions and stipulations of that certain Oil, Gas and/or Mineral Lease dated April 19, 1944, recorded in Volume 209, Page 281 of the Deed Records of Caldwell County, Texas, executed by and between Hector Glass, as Lessor, and H.H. Coffield, as Lessee.
5. The terms, conditions and stipulations of that certain Oil, Gas and/or Mineral Lease dated May 8, 1948, recorded in Volume 227, Page 86 of the Deed Records of Caldwell County, Texas, executed by and between Hector Glass, as Lessor, and L.W. Porter, T.J. Drews, W.W. Grace & R.E. Grace, as Lessee.
6. The terms, conditions and stipulations of that certain Oil, Gas and/or Mineral Lease dated April 18, 1977, recorded in Volume 390, Page 508 of the Deed Records of Caldwell County, Texas, executed by and between Ruby Ferguson and Preston Ferguson, as Lessor, and Geochemical Surveys, Inc., as Lessee.
7. The terms, conditions and stipulations of that certain Oil, Gas and/or Mineral Lease dated August 13, 1980, recorded in Volume 417, Page 176 of the Deed Records of Caldwell County, Texas, executed by and between Ruby Ferguson and Preston Ferguson, as Lessor, and Warrior USA, as Lessee.
8. All oil, gas and other minerals, together with all rights relating thereto, express or implied, conveyed in instrument recorded under Document No. 2015-003139 of the Official Public Records of Caldwell County, Texas.
9. Utility easement 15 feet in width around all partitioned lot lines granted to Bluebonnet Electric Coop. and Polonia Water Supply Corp., by instrument dated April 8, 2015, recorded under Document No. 2015-003141 of the Official Public Records of Caldwell County, Texas.
10. Utility easement 30 feet in width along all lot lines fronting on Lytton Lane granted to Bluebonnet Electric Coop. and Polonia Water Supply Corp., by instrument dated April 8, 2015, recorded under Document No. 2015-003141 of the Official Public Records of Caldwell County, Texas.
11. Building setback 150 feet in width from the public or private access point, as set forth in instrument recorded under Document No. 2015-003141 of the Official Public Records of Caldwell County, Texas.

12. Building setback 25 feet in width along all rear property line(s), as set forth in instrument recorded under Document No. 2015-003141 of the Official Public Records of Caldwell County, Texas.
13. The terms, conditions and stipulations of that certain Easement dated April 14, 2015, recorded under Document No. 2015-003322 of the Official Public Records of Caldwell County, Texas.
14. Right of way easement granted to Polonia Water Supply, by instrument dated April 21, 2015, recorded under Document No. 2015-003370 of the Official Public Records of Caldwell County, Texas.
15. All oil, gas and other minerals, together with all rights relating thereto, express or implied, conveyed in instrument recorded under Document No. 2015-003703 of the Official Public Records of Caldwell County, Texas.
16. The terms, conditions and stipulations of that certain Easement dated May 14, 2015, recorded under Document No. 2015-003941 of the Official Public Records of Caldwell County, Texas.
17. Utility easement for electric distribution line or system, telecommunications systems, or other services and systems easement granted to Bluebonnet Electric Cooperative, Inc., by instrument dated June 25, 2015, recorded under Document No. 2015-004877 of the Official Public Records of Caldwell County, Texas.
18. Utility easement for electric distribution line or system, telecommunications systems, or other services and systems easement granted to Bluebonnet Electric Cooperative, Inc., by instrument dated June 25, 2015, recorded under Document No. 2015-004878 of the Official Public Records of Caldwell County, Texas.
19. Utility easement for electric distribution line or system, telecommunications systems, or other services and systems easement granted to Bluebonnet Electric Cooperative, Inc., by instrument dated June 25, 2015, recorded under Document No. 2015-004879 of the Official Public Records of Caldwell County, Texas.
20. Any and all leases, recorded or unrecorded, with rights of tenants in possession.

FILED AND RECORDED

Instrument Number: 2022-006112 WARRANTY DEED

Filing and Recording Date: 08/05/2022 10:51:35 AM Pages: 6 Recording Fee: \$42.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Caldwell County, Texas.



Teresa Rodriguez

Teresa Rodriguez, County Clerk
Caldwell County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

DO NOT REMOVE. THIS PAGE IS PART OF THE OFFICIAL PUBLIC RECORD.

22. Adjournment

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