



FILED this 13<sup>th</sup> day of Feb. 2014  
3:45 P M  
CAROL HOLCOMB  
COUNTY CLERK, CALDWELL COUNTY, TEXAS  
By Dorothy Gannon Deputy

**Notice of Special Meeting**  
**Commissioners Court of Caldwell County, Texas**

***Notice is hereby given that a special meeting of the Caldwell County Commissioners Court will be held on the 18<sup>th</sup> day of February 2014 at 9:00 A.M. at the McMahan Community Center located at 6022 FM 713, McMahan, Texas 78640, at which time the following subjects will be discussed, considered, passed or adopted, to wit:***

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

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

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

**Agenda**

**Call Meeting to order.**

**2014.02.18.01 Invocation.** Lockhart Ministry Alliance.

**2014.02.18.02 Pledge of Allegiance to the Flags.** (Texas Pledge: Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible).

**2014.02.18.03 Announcements:** Items or comments from Court Members or Staff.

**2014.02.18.04 Citizens' Comments:** At this time any person may speak to Commissioners Court if they have filled out a Caldwell County Commissioners Court Participation Form. Comments will be limited to four (4) minutes per person. No action will be taken on these items and no discussion will be had between the speaker(s) and members of the Court. The Court does retain the right to correct factual inaccuracies made by the speakers. (If longer than 30 minutes, then the balance of comments will continue as the last agenda item of the day).

**2014.02.18.05 Consent Agenda.** (Any member of the Court may request that an item within the Consent Agenda to be moved to the Regular Agenda for further discussion and action).

**A.** To approve Commissioners' Court Minutes for January 16<sup>th</sup> and February 10<sup>th</sup>, 2014.

**B.** To approve successful completion of Continuing Education for Matt Kiely, Justice of the Peace #1 for Caldwell County.

- C. To authorize a total not to exceed \$13,000 to be paid by the General Contractor (Braun and Butler) from the owner's contingency fund for contracts with Arias & Associates for construction materials testing and for related geotechnical engineering services at the new Caldwell County Judicial Center.

**2014.02.18.06 Reports.**

Federal Inmate Report – Larry Roberson  
General Fund Operating Statement – Larry Roberson  
Sales Tax Report – Larry Roberson  
Tax Collection Report – Larry Roberson  
Unit Road Systems Report – Dwight Jeffrey  
Veteran's Officer Report – David Francis

**2014.02.18.07 Special Presentations. None.**

**(ALL OTHER AGENDA ITEMS)**

- 2014.02.18.08 Discussion** of possible historical tribute to Caldwell County. Matthew Caldwell marker. **Cost:** Up to \$32,000; **Speaker:** Commissioner Buchholtz; **Backup:** 1.
- 2014.02.18.09 Discussion/Action** to approve removal of the terrazzo seal in the amount of \$34,150 and move to contingency fund. **Cost:** None; **Speaker:** Commissioner Buchholtz; **Backup:** 1.
- 2014.02.18.10 Discussion** on update of the purchase of 1.15 acre south of the new Justice Center. **Cost:** None; **Speaker:** Commissioner Buchholtz/Mack Harrison; **Backup:** None.
- 2014.02.18.11 EXECUTIVE SESSION** pursuant to section 551.072 of the Texas Government Code to deliberate the purchase, exchange, lease, or value of real property (current Caldwell County Judicial Center at 201 E. San Antonio St. and current Caldwell County Tax Assessor-Collector's office at 100 E. Market St.). No action will be taken in executive session.
- 2014.02.18.12 Discussion/Action** to obtain property appraisals of the fair market value for current Caldwell County Judicial Center at 201 E. San Antonio St. and current Caldwell County Tax Assessor-Collector's office at 100 E. Market St. and to seek bids for the sale of those properties. **Cost:** None; **Speaker:** Commissioner Roland; **Backup:** 1.
- 2014.02.18.13 Discussion/Action** to approve Caldwell County Asset Disposal Policy for the proper, appropriate, and lawful disposal of County-owned non-real estate assets under chapter 263 of the Local Government Code. **Cost:** None; **Speaker:** Judge Bonn; **Backup:** 1.

**2014.02.18.14 Discussion/Action** to amend development agreement originally approved October 28, 2013 between Caldwell County and Walton Texas, LP for regulation of subdivision and approval for Cotton Center near Martindale. **Cost:** None; **Speaker:** Commissioner Madrigal; **Backup:** 1.

**2014.02.18.15 Discussion/Action** to set a date for a workshop to plan expenditures of CAMPO State Transportation Metropolitan Planning funds on state highway projects and SH-130 funds. **Cost:** None; **Speaker:** Judge Bonn; **Backup:** 1.

**2014.02.18.16 Discussion** regarding the County Road Engineer's position. **Cost:** None; **Speaker:** Commissioner Muñoz; **Backup:** None.

#### **2014.02.18.17 Adjournment**

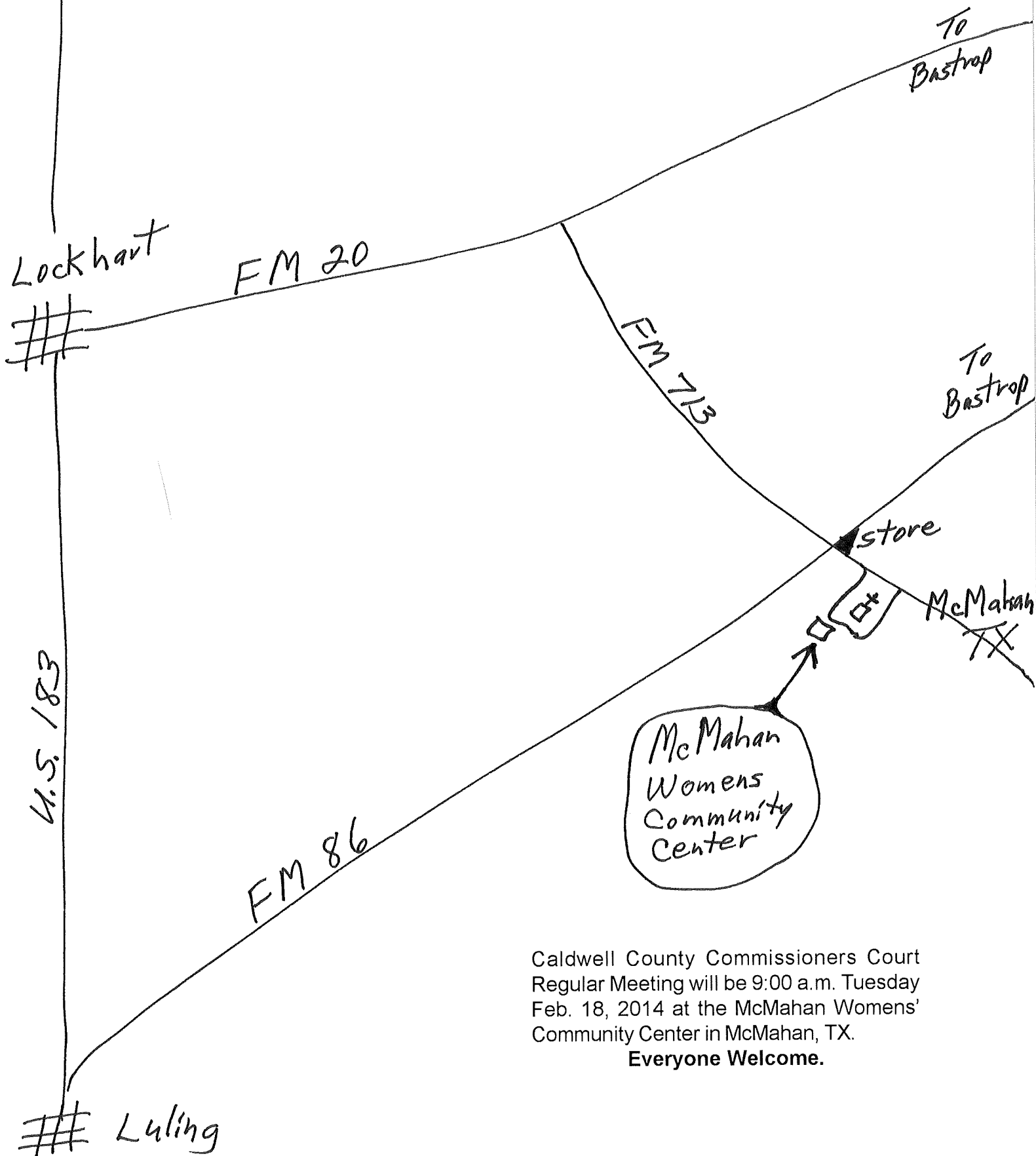
As authorized by the Texas Government Code, the Commissioners' Court of Caldwell, County, Texas reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any of the matters listed above as they may relate to Texas Government Code Section 551.071(1) (Consultation with Attorney about pending or contemplated litigation or settlement offers);

Texas Government Code Section 551.071(2) (Consultation with Attorney when the Attorney's obligations under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas conflicts with Chapter 551 of the Texas Government Code);

Texas Government Code Section 551.072 (Deliberations About Real Property); Texas Government Code Section 551.073 (Deliberations about Gifts and Donations); Texas Government Code Section 551.074 (Personnel Matters); Texas Government Code Section 551.0745 (Deliberations about a County Advisory Body); Texas Government Code Section 551.076 (Deliberations about Security Devices); and Texas Government Code Section 551.087 (Economic Development Negotiations).

In the event that the Court adjourns into Executive Session, unless otherwise specified on the agenda, the Court will announce any other parties who are authorized to be present during the deliberations in Executive Session and will announce under what section of the Texas Government Code the Commissioner's Court is using as its authority to enter into an Executive Session. The meeting facility is wheelchair accessible and accessible parking spaces are available. Request for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the County Judge's office at 512-398-1808 for further information.

[www.co.caldwell.tx.us](http://www.co.caldwell.tx.us)



Caldwell County Commissioners Court  
Regular Meeting will be 9:00 a.m. Tuesday  
Feb. 18, 2014 at the McMahan Womens'  
Community Center in McMahan, TX.  
**Everyone Welcome.**

**Invocation – Lockhart Ministry  
Alliance**

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

## **Announcements:**

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

## **Citizens' Comments:**

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



**2014.02.18.05 Consent Agenda.** (Any member of the Court may request that an item within the Consent Agenda to be moved to the Regular Agenda for further discussion and action).

**A.**

CALDWELL COUNTY  
COMMISSIONERS COURT MINUTES  
1403 Blackjack Street, Lockhart, Texas  
Special Meeting January 16, 2014, 3:45 P.M.



TOM D. BONN County Judge  
CAROL HOLCOMB County Clerk

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

Call Meeting to order.

**2014.01.16.01**      **EXECUTIVE SESSION. 551.087 Deliberation Regarding Economic Development Negotiations.** (1) To discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the government body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conduction economic development negotiations. No action will be taken.

Executive Session begins-3:48 p.m.  
Executive Session ends- app. 4:25 p.m.

**2014.01.16.02**      **Discussion/Action relating to negotiations regarding a proposed business prospect.**  
The consultant for the business prospect explained that the business is a family owned business with 40 years in the home construction market. They are looking to place a regional location within the convenience of IH-35 and SH 130. The consultant looks forward to more discussions with the City of Lockhart and Caldwell County and a decision is expected to be made in 7-10 days.  
Adrianna Cruz, President of Greater San Marcos Partnership spoke to all present expressing that whether Hays or Caldwell County was selected for the proposed location, it would be a positive situation. Motion made by Commissioner Muñoz, second by Commissioner Buchholtz to approve the proposed business project. All Voting "Aye"

**2014.01.16.03**      **Adjournment**  
Motion made by Commissioner Muñoz, second by Commissioner Madrigal to Adjourn. All Voting "Aye"

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TOM D. BONN, County Judge

CALDWELL COUNTY  
COMMISSIONERS COURT MINUTES  
1403 Blackjack Street, Lockhart, Texas  
Regular Meeting February 10, 2014 8:30 a.m.



TOM D. BONN County Judge  
CAROL HOLCOMB County Clerk

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

WORKSHOP BEGINS  
Commissioner Madrigal is not present.

**8:30 A.M.**      **WORKSHOP (No Action):** Report from program manager on remodeling of the new Caldwell County Judicial and Service Center. No action will be taken at this time. Project Manager Les Reddin updates the Court and public on the progress at the Caldwell County Justice Center. He reviews the packet that was handed out to the Court and answers any questions. He requests that before any visit is made that notification is made and OSHA regulations are followed. It's decided that updates will be in the court twice monthly instead of every week until decided otherwise. The next report will be on February 24, 2014. Items for consideration or change will be placed in the Consent Agenda for the regular meeting.

**WORKSHOP ENDS- 8:53 a.m.**

**9:00 A.M.**      **REGULAR MEETING**  
**Call Meeting to order.**

**2014.02.10.01**      **Invocation.** Lockhart Ministry Alliance  
Pastor Randy Frye opened the meeting with prayer.

**2014.02.10.02**      **Pledge of Allegiance to the Flags.** (Texas Pledge: Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible).  
Judge Bonn led all present in the Pledge to both Flags.

**2014.02.10.03**      **Announcements:** Items or comments from Court Members or Staff.  
Commissioner Muñoz spoke about the Go Texan banquet this past Saturday. Commissioner Buchholtz said that it raised a lot of money for scholarships. He also spoke about the TXDOT deadline for the applications has been extended to March 7<sup>th</sup> thru the 14<sup>th</sup>. Commissioner Roland said that this month is Black History Month and there will be a proclamation later in the meeting. The banquet for the fund raiser is this Saturday night. It helps to raise scholarship money for 5 students in Caldwell County. Judge Bonn comments what a beautiful day Sunday had been and hopes of a little rain this week.

**COMMISSIONERS COURT MINUTES**  
**Regular Meeting on February 10, 2014**

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**2014.02.10.04**

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

Deborah Bissonnet thanked the Court for passing the landfill ordinance. She commented about the impact that she felt the landfill was already having on the property values and the growth of the County. There were already three members of her family that would not be building on the property that was already owned here. She asked them not to sign the host agreement associated with the landfill and explained that it would be giving up the rights of the citizens and the decisions of the County.

James Greene declined his comment as the agenda item that he wished to speak about will be tabled.

**2014.02.10.05**

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

- A. Pay Bills in the amount of \$982,906.07 for February 10<sup>th</sup>, 2013.
- B. To approve payment of Braun and Butler Application and Certificate for Payment in the amount of \$568,357.45.
- C. To approve Commissioners' Court Minutes for January 13, 16<sup>th</sup> and 27<sup>th</sup>, 2014.
- D. To approve rescheduling Commissioners Court from February 17<sup>th</sup>, 2014 to February 18<sup>th</sup>, 2014 due to President's Day.
- E. To approve renewal of Continuation Certificate Bond No. 61287183 for Pamela Ohlendorf, Elections Administrator for Caldwell County in the amount of \$20,000 beginning March 1, 2014 and ending March 1, 2015 for a cost of \$70.

Commissioner Buchholtz would like to remove (c) from the Consent Agenda. Motion made by Commissioner Muñoz, second by Commissioner Roland to approve consent agenda items A, B, D, E. All Voting "Aye"

**2014.02.10.06**

**Reports.**

Capital Area Metropolitan Planning Organization (CAMPO) Report – John Cyrier  
John Cyrier updated the Court on the past CAMPO meetings and upcoming subjects that would be discussed on behalf of the County. He thanked Commissioner Muñoz for attending the meetings and all of his help. Commissioner Muñoz appreciated being familiarized with all those involved and the topics being discussed.

**COMMISSIONERS COURT MINUTES**  
**Regular Meeting on February 10, 2014**

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Burglary/Police Report – Precinct #3 Maintenance Bldg. – Curtis Weber  
Maintenance Supervisor Curtis Weber explained the police report and explained what items were stolen. The Judge and the Commissioners all felt that the property should be locked up after 5:00 p.m. Curtis explains that the cameras were adjusted and one was added to have better visibility to the entrance and the doors. It is the Precinct Judge’s decision to lock the gates. Curtis also gave update on the Luling project concerning the ADA compliance on the entrance to the building.

Elections Department Report – Pamela Ohlendorf  
Elections Administrator Pamela Ohlendorf reported that the Elections office is busy at this time programming voter laptops and preparing for Primary Elections.

Septic and Subdivision Report – Kasi Miles  
Sanitation Officer Kasi Miles gave the sanitation report for January 2014. She reported that her budget has been exceeded by \$8,992.00.

Treasurer’s Report – Lori Rangel  
County Treasurer Lori Rangel-Pompa gave the Bank Reconciliation report for December 2013.

**2014.02.10.07      Special Presentations. None.**

**Consent Agenda item C.**

To approve Commissioners’ Court Minutes for January 13, 16<sup>th</sup> and 27<sup>th</sup>, 2014.

Motion made by Commissioner Buchholtz, second by Commissioner Muñoz to approve Commissioners’ Court Minutes for January 13, and January 27<sup>th</sup>, 2014. All Voting “Aye”

**(ALL OTHER AGENDA ITEMS)**

**2014.02.10.08      Discussion/Action** to approve a Proclamation to designate the month of February 2014 as Black History Month.  
Commissioner Roland read the Proclamation. Motion made by Commissioner Roland, second by Commissioner Madrigal to approve Proclamation to designate the month of February 2014 as Black History Month. All Voting “Aye”

**2014.02.10.09      Discussion/Action** to approve a Proclamation to designate February 16<sup>th</sup>-22<sup>nd</sup>, 2014 as Texas Food Connection Week.  
Commissioner Muñoz read the Proclamation. Donnie Graham spoke to the Court explaining the history of the Farm Bureau and the relationship with the Caldwell County Ministries. The collection will be Feb 16-22, 2014 at the Farm Bureau Office at 103 East Market, in downtown Lockhart. The collection will be disbursed at the Food Bank on Bois D’ Arc St.

**COMMISSIONERS COURT MINUTES**  
**Regular Meeting on February 10, 2014**

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- 2014.02.10.10**     **Discussion/Action** to approve the relocation of Commissioners' Court Meetings for February 18<sup>th</sup> and February 24<sup>th</sup> due to early voting.  
Motion made by Commissioner Muñoz, second by Commissioner Buchholtz to have the February 18<sup>th</sup>, 2014 meeting at McMahan and the February 24<sup>th</sup>, 2014 meeting at City Hall. All Voting "Aye"
- 2014.02.10.11**     **EXECUTIVE SESSION** pursuant to section 551.072 of the Texas Government Code to deliberate the purchase, exchange, lease, or value of real property (part of current Judicial Center parking lot at 201 E. San Antonio). No action will be taken in executive session.  
EXECUTIVE SESSION BEGINS: 9:55 a.m.  
EXECUTIVE SESSION ENDS: 10:15 a.m.
- 2014.02.10.12**     **Discussion/Action** regarding possible sale of part of the current Judicial Center parking lot at 201 E. San Antonio to First Presbyterian Church.  
Motion made Commissioner Muñoz, second by Commissioner Roland to table this item indefinitely. He apologizes and recognizes that this in Commissioner Roland's precinct and he will be taking over this matter. All Voting "Aye"
- 2014.02.10.13**     **Discussion/Action** to approve Caldwell County Credit Card Policy in order to safeguard the taxpayers' money and ensure financial accountability and transparency regarding county-obtained credit card transactions.  
Motion made by Commissioner Muñoz, second by Commissioner Buchholtz to approve Caldwell County Credit Card Policy in order to safeguard the taxpayers' money and ensure financial accountability and transparency regarding county-obtained credit card transactions. All Voting "Aye"
- 2014.02.10.14**     **Discussion/Action** to approve Resolution No. 02-2014 authorizing County Auditor to obtain credit cards in the name of Caldwell County from either the county's depository bank or the State of Texas Charge Card Program and authorizing County Auditor to close out all other credit cards in the name of Caldwell County.  
Motion made by Commissioner Buchholtz second by Commissioner Muñoz to approve Resolution No. 02-2014 authorizing County Auditor to obtain credit cards in the name of Caldwell County from either the county's depository bank or the State of Texas Charge Card Program and authorizing County Auditor to close out all other credit cards in the name of Caldwell County. All Voting "Aye"
- 2014.02.10.15**     **Discussion/Action** to authorize County Auditor to issue county-obtained credit cards to a specific county elected official, county employee or county office.  
Motion made by Commissioner Muñoz, second by Commissioner Buchholtz to authorize County Auditor to issue county-obtained credit cards to a specific county elected official, county employee or county office.

**COMMISSIONERS COURT MINUTES**  
**Regular Meeting on February 10, 2014**

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- Judge Bonn recognized District Court Judge Todd Blomerth present.**  
**Judge Blomerth recognized Rochelle Thomas, Gary Howard & Victor Jackson.**
- 2014.02.10.16** **Discussion/Action** to consider Resolution No. 01-2014 to approve submission of the grant application for the Challenge Court to the Office of the Governor. Steve Thomas explained a few of the conditions of the grant application and said there is no match from the County. Judge Bonn read the Resolution. Motion made by Commissioner Buchholtz, second by Commissioner Roland to approve Resolution No. 01-2014 to approving submission of the grant application for the Challenge Court to the Office of the Governor. All Voting "Aye"
- 2014.02.10.17** Discussion of possible historical tribute to Caldwell County. Matthew Caldwell marker, floor seal, etc. Commissioner Buchholtz discussed the recognition of Matthew Caldwell and would like for the other Commissioners to consider a tribute to him for the Courthouse lawn. There is recognition of him in Gonzales County where he died but not in Caldwell and since our County is named after him, he would like to see something.
- 2014.02.10.18** **Discussion** on update of the purchase of 1.15 acre south of the new Justice Center. Commissioner Buchholtz updates the Court on the status of the easement at the new Justice Center. He said that he and Architect Robert Steinbomer have plans for a meeting with the lean holders for the property. There is a need for at least 5 foot at the emergency exit. There will be future updates.
- 2014.02.10.19** **Discussion/Action** to allow the county treasurer and staff to learn all aspects of the software of the county auditor's office concerning finance. Motion made by Commissioner Roland, second by Commissioner Madrigal with a friendly amendment from Commissioner Muñoz accepted to allow the county treasurer and staff to learn all aspects of the software of accounts receivable and accounts payable concerning finance, not to exceed \$4000.00, with the Treasurer training with Tyler when training the Auditor's office and /or training later with the Auditor's Office and if necessary to keep scheduled training in July. To conditionally approve the change order in an amount not to exceed \$4,000.00. Commissioner Buchholtz would like to see all training be done locally, not to spend more money. Larry Roberson adds that he is in negotiations for additional training due to conversion problems in the middle of time that was allotted to training. If the needed training can be done before July, the dates can be cancelled.
- 2014.02.10.20** **Adjournment**  
Motion made by Commissioner Muñoz, second by Commissioner Madrigal to Adjourn All Voting "Aye"

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TOM D. BONN, County Judge



**B.**

TEXAS STATE UNIVERSITY  
TEXAS JUSTICE COURT TRAINING CENTER

TO ALL TO WHOM THESE PRESENTS MAY COME, GREETING:  
BE IT KNOWN THAT

**MATT KIELY**

HAS SUCCESSFULLY COMPLETED THE  
**JUSTICE OF THE PEACE SEMINAR 16 HOUR**

**January 12, 2014 - January 15, 2014**



*Roger Kovatch*  
Executive Director

*[Signature]*

Chairman, Justice of the Peace Education Committee

TEXAS STATE UNIVERSITY  
TEXAS JUSTICE COURT TRAINING CENTER

TO ALL TO WHOM THESE PRESENTS MAY COME, GREETING:  
BE IT KNOWN THAT

**MATT KIELY**

HAS SUCCESSFULLY COMPLETED THE

**NEW JUSTICE COURT RULES DEBT CLAIM CASES WEBINAR**

**December 12, 2013 - December 12, 2013**



*Roger Kountz*  
Executive Director

*John L. ...*

Chairman, Justice of the Peace Education Committee

TEXAS STATE UNIVERSITY  
TEXAS JUSTICE COURT TRAINING CENTER

TO ALL TO WHOM THESE PRESENTS MAY COME, GREETING:  
BE IT KNOWN THAT

**MATT KIELY**

HAS SUCCESSFULLY COMPLETED THE

**MASS FATALITY INQUEST WORKSHOP**

**January 23, 2014 - January 24, 2014**



*Roger Kountz*  
Executive Director

*John L. ...*

Chairman, Justice of the Peace Education Committee

C.



**ARIAS & ASSOCIATES**  
Geotechnical • Environmental • Testing

13581 Pond Springs Road Austin, Texas 78729 • Fax: (512) 428-5525

Thursday, January 23, 2014

Arias Job No: 2014-81

Proposal ID: 2

Mr. Les Reddin  
Long Life Projects  
31106 La Quinta Dr.  
Georgetown, Texas 78628

Via Email: les.reddin@gmail.com

RE: Proposal for Construction Materials Testing (CMT)  
Proposed Caldwell County Judicial Center  
1703 S. Colorado St.  
Lockhart, Texas 78644

Dear Mr. Reddin:

Arias & Associates, Inc. appreciates the opportunity to submit our proposal for testing services on the referenced project. The attachment presents our Estimate for providing CMT quality control services, as requested during the project by your representatives. We rely on your representatives to contact our dispatcher when our services are desired. Therefore, the quantity and frequency of testing is the responsibility of our customer.

Quality control or assurance tests serve to indicate the material quality for the specific material tested at a specific location at a particular time and date. Quality control or assurance tests do not represent the quality of any other portion of material placed, other than the portion tested and cannot in any way guarantee the quality of a final work product.

We understand that the project development will consist of the renovation of a existing building located at 1703 S. Colorado St, Lockhart, Texas. A line item description of our on call services that are included in the total cost estimate of this proposal are mentioned below:

- Sample subgrade and fill material to be tested in our laboratory for reporting of test results.
- Perform density compaction testing on the subgrade and fill material placed in the proposed structure areas.
- Reinforcing steel observation and reporting.
- Drilled pier observation with associated concrete sampling and testing.

\* It is assumed that drilled pier operations will be completed in approximately three (3) days.

- Sampling structural concrete during placement. The cylinders will be transported to our laboratory, stored, cured, and tested for compressive strength on the specified dates.
- Structural steel observation performed by a licensed CWI. Costs associated with access to welds/framing have not been included in our proposed fees.
- Professional service fees for project management, data processing and reporting.

We have prepared an estimate for our on call scope of services based on information and our interpretations of the plans and specifications provided to us by Mr. Mack Ellis with Braun & Butler Construction. A construction schedule was not available at the time this proposal was generated. Should Arias & Associates, Inc. be awarded this project we request that a full set of plans and specifications and all addendums prior to the project start date be provided to us. Efforts will be made to maintain the testing cost within our Estimate but we recognize that variations in construction schedules could result in differences between the actual and estimated testing cost; and that our Estimate may change depending on the means and methods utilized by the contractor. Requests for any required change orders will be made as soon as possible during the construction of the project. Services authorized by the client or their designated representative in excess of the Estimated quantities will be charged based on our appropriate unit rates. Based on this information, we estimate our services will cost approximately \$ 7,803.80 as itemized on the attached Estimate. Also, please note that we will only invoice for the actual services and required laboratory services.

We propose that we conduct this work on a unit fee basis in accordance with the attached General Conditions. In order for us to better serve you, please fill out the attached Project Information Sheet and return at your earliest convenience; in addition please provide us with a copy of the plans and specifications applicable to our services and the project. Invoice payments are due upon receipt. We look forward to assisting you towards the successful completion of this project.

Jesus D. Correa will be the business development representative for Arias & Associates, Inc. on this job. You can contact Jesus by calling (210) 499-6805 or by emailing [jcorrea@ariasinc.com](mailto:jcorrea@ariasinc.com).

John Landwermeyer, P.E. will be the manager representative for Arias & Associates, Inc. on this job. You can contact John by calling (512) 940-2598 or by emailing [jlandwermeyer@ariasinc.com](mailto:jlandwermeyer@ariasinc.com).

## Cost Estimate

<u>Laboratory Testing (Soils)</u>	<u>Quantity</u>	<u>Price</u>		<u>Total</u>
Atterberg Limits Determination	2	61.00	each	\$ 122.00
Material Sample Pickup	4	40.00	hour	\$ 160.00
Moisture Density Relationship	2	165.00	each	\$ 330.00
Percent Passing No. 200 Sieve	1	38.00	each	\$ 38.00
Sieve Analysis	1	67.00	each	\$ 67.00
Trip Charge	2	32.00	each	\$ 64.00
			<b>Sub Total:</b>	<b>\$ 781.00</b>
<u>Soil Observation and Testing</u>	<u>Quantity</u>	<u>Price</u>		<u>Total</u>
Soil Field Density Test (Nuclear)	24	16.00	each	\$ 384.00
Soils Observation Technician	18	40.00	hour	\$ 720.00
Trip Charge	6	32.00	each	\$ 192.00
			<b>Sub Total:</b>	<b>\$ 1,296.00</b>
<u>Pier Observation</u>	<u>Quantity</u>	<u>Price</u>		<u>Total</u>
Concrete Compression Test (3 sets of 4 concrete cylinders.)	12	15.00	each	\$ 180.00
Drilled Pier Observations	24	42.00	hour	\$ 1,008.00
Drilled Pier Observations (Overtime)	6	58.80	hour	\$ 352.80
Trip Charge	4	32.00	each	\$ 128.00
			<b>Sub Total:</b>	<b>\$ 1,668.80</b>
<u>Concrete Observation and Testing</u>	<u>Quantity</u>	<u>Price</u>		<u>Total</u>
Concrete Compression Test (4 sets of 4 concrete cylinders.)	16	15.00	each	\$ 240.00
Concrete Cylinder Pickup	6	40.00	hour	\$ 240.00
Concrete Technician (3 concrete placements.)	9	40.00	hour	\$ 360.00
Reinforcing Steel Observation	9	40.00	hour	\$ 360.00
Trip Charge	9	32.00	each	\$ 288.00
			<b>Sub Total:</b>	<b>\$ 1,488.00</b>
<u>Structural Steel Observation</u>	<u>Quantity</u>	<u>Price</u>		<u>Total</u>
Certified Welding Inspector	18	93.00	hour	\$ 1,674.00
Trip Charge	3	32.00	each	\$ 96.00
			<b>Sub Total:</b>	<b>\$ 1,770.00</b>
<u>Professional Services</u>	<u>Quantity</u>	<u>Price</u>		<u>Total</u>
Data Processing	6	40.00	hour	\$ 240.00
Engineer	1	130.00	hour	\$ 130.00
Job Setup Fee	1	100.00	each	\$ 100.00
Manager	6	55.00	hour	\$ 330.00
			<b>Sub Total:</b>	<b>\$ 800.00</b>
				<b>Total:</b>
				<b>\$ 7,803.80</b>

Excluded Items:

- 1) Retest of failed inspections.
- 2) Concrete for curbs and gutters.



- 3) Total hours for Drilled Pier Observation does not include additional time should casing be required.
- 4) Masonry Observation and Testing. (Available upon request.)
- 5) Roofing Observation.
- 6) Asphalt Testing Services. (Available upon request.)
- 7) Any and all surveying services to define locations and boundaries.
- 8) Non-Destructive Testing and Observation (Radiographic, Magnetic Particle, Dye Penetrant, Ultrasonic Testing).
- 9) Any surveying services and verification of limits of vertical or horizontal extent of select fill or other materials placed during construction.

Rates for other services quoted on request.

Minimum call-out charge for technician and equipment is 3 hours. Minimum call-out charge for material sampling and/or sample pickup is 2 hours. Charges are accrued portal to portal. An overtime rate of 1.4 times the above quoted rates is applicable to time worked in excess of 8 hours per day Monday through Friday, hours worked before 6:00 a.m. or after 6:00 p.m., and all hours worked on Saturdays, Sundays, and holidays.

## CALDWELL COUNTY VENDOR CONTRACT ADDENDUM

Caldwell County (the "County"), a political subdivision of the State of Texas, and Arias & Associates ("Vendor"), collectively the "parties," hereby agree to incorporate the following addendum into the attached agreement for Construction Materials Testing at the Caldwell County Judicial Center, collectively the "Contract":

1. **Governing Law and Venue:** The Contract is subject to the laws and jurisdiction of the State of Texas. The parties agree that exclusive venue and jurisdiction for any legal action under the Contract will lie in the district courts of Caldwell County, Texas.
2. **County Obligation:** Nothing in the Contract may impose on the County any obligation which is contrary to, or exceeds the requirements of, any ordinances, statutes, rules, or regulations of any applicable local municipality, the County, the State of Texas, or the United States.
3. **Vendor Compliance:** In performing the Contract, Vendor must comply with all applicable ordinances, statutes, rules, and regulations of any applicable local municipality, the County, the State of Texas, and the United States.
4. **Insurance:** Vendor must maintain commercial general liability insurance coverage, including contractual liability insurance coverage, in the amount of five hundred thousand dollars (\$500,000) per occurrence, with a general aggregate of one million dollars (\$1,000,000), for the duration of the Contract.
  - a. Before performing under the Contract, Vendor must deliver a certificate of insurance acceptable to the County. Vendor agrees that if it performs under the Contract without providing such a certificate, the County will withhold any payments under the Contract until Vendor delivers the certificate.
  - b. Vendor must endorse the policy or policies providing commercial general liability, as required above, to name the County, its officials, department heads, employees, and assigns as additional insured with respect to operations performed by or for the Vendor in performance of the Contract. Such policy must contain an endorsement that the "other insurance" clause will not apply to the County, its officials, department heads, employees, and assigns.
  - c. Vendor must require any subcontractor performing under the Contract to carry insurance of the types and within limits of liability as the County deems appropriate and adequate. If a subcontractor is unable to furnish insurance required under the Contract, Vendor must endorse the subcontractor as an additional insured and deliver a certificate of insurance evidencing the subcontractor's insurance coverage.
5. **Workers compensation:** Vendor must provide and maintain for the duration of the Contract workers' compensation insurance in compliance with the Texas Workers Compensation Act, Title 5, Subtitle A, Texas Labor Code, for all its employees assigned to perform under the Contract. In the event Vendor elects to subcontract any services, Vendor must require each subcontractor to provide workers' compensation insurance for all its employees unless such employees are afforded protection by Vendor.
6. **Indemnification:** Vendor must, indemnify, and hold harmless the County, its officers, and its employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, including without limitation attorney fees and court costs, to the extent arising out of, connected with, or resulting from any acts or omissions of the Vendor or any official, agent, employee, subcontractor, or supplier of the Vendor in the execution or performance of the Contract.
7. **Alteration, Amendment or Modification:** The Contract may not be altered, amended, or modified except in writing signed by each party to the Contract. No official, agent, employee, or representative of either party has the authority to alter, amend, or modify the terms of the Contract, except in accordance with express written authority as may be respectively granted by the County or the Vendor.
8. **Assignment:** Vendor may not assign, in whole or in part, any interest it may have in the Contract without the prior written consent of the County.
9. **Severability:** If any provision of the Contract is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect the remaining provisions of the Contract.
10. **Breach:** The failure of either party to comply with the terms and conditions of the Contract will constitute a breach of this Contract. Either party will be entitled to any and all rights and remedies allowed under Texas law for any breach of the Contract by the other party.
11. **Non-Waiver:** The waiver by either party of a breach of the Contract will not constitute a continuing waiver of such breach or of a subsequent breach of the same or a different provision. Nothing in the Contract is intended by either party to constitute a waiver of any immunity from suit or liability to which it is entitled under applicable law.
12. **Non-Defined Terms:** If not specifically defined in the Contract, words and phrases used in the Contract will have their ordinary meaning as defined by common usage.
13. **Controlling Provisions:** In the event of any conflict between provisions in the attached agreement and provisions in this addendum, provisions in this addendum will control.
14. **Third Parties:** The Contract is not intended to confer any rights on any third party, and it will not be construed as conferring any rights on any third party.
15. **Entire Contract:** The attached agreement and this addendum constitute the entire Contract between the County and Vendor. No other agreement, statement, or promise relating to the subject matter of the Contract which is not contained in the Contract or incorporated by reference in the Contract will be valid or binding.
16. **Limitation of Liability:** THE TOTAL CUMULATIVE LIABILITY OF VENDOR, ITS SUBCONSULTANTS AND SUBCONTRACTORS, AND ALL OF THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS (COLLECTIVELY "VENDOR ENTITIES") TO COUNTY ARISING FROM SERVICES UNDER THIS AGREEMENT, INCLUDING ANY REIMBURSEMENT OF ATTORNEY'S FEES AND/OR INDEMNITY OBLIGATION UNDER THIS AGREEMENT, WILL NOT EXCEED THE GROSS COMPENSATION RECEIVED BY VENDOR UNDER THIS AGREEMENT OR \$1,000,000, WHICHEVER IS GREATER. THIS LIMITATION APPLIES TO ALL LAWSUITS, CLAIMS OR ACTIONS THAT ALLEGE ERRORS OR OMISSIONS IN

VENDOR SERVICES, WHETHER ALLEGED TO ARISE IN TORT, CONTRACT, WARRANTY OR OTHER LEGAL THEORY.

17. **Standard of Care:** In providing services under this Contract, Vendor will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Upon notice to Vendor and by mutual agreement between the parties, Vendor will without additional compensation, correct those services not meeting this standard. Vendor makes no warranty, express or implied, as to its professional services rendered under this Contract.

18. **Consequential Damages:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither County nor Vendor, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, delay, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including but not limited to negligence, strict liability, breach of contract and breach of strict or implied warranty.

FOR THE COUNTY: \_\_\_\_\_  
County Judge Tom Bonn

FOR VENDOR: \_\_\_\_\_  
Authorized Agent

DATE: \_\_\_\_\_

DATE: 2-10-2014 \_\_\_\_\_

# Agreement Section

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**Arias & Associates, Inc.**

TBPE Registration No: F-32  
13581 Pond Springs Road  
Suite 210  
Austin, TX 78729

Fax: (512) 428-5525



Jesus D. Correa  
Business Development/Estimator  
(210) 499-6805  
jcorrea@ariasinc.com

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Arias & Associates, Inc. and client hereby agree to the terms and conditions of this proposal and have caused this agreement to be executed by their duly authorized officers and made effective as of the day and year first written above.

<b>Client:</b>	<u>Caldwell County</u>		
<b>By:</b>	<u>X</u>	<b>Date:</b>	_____
<b>Print Name:</b>	<u>Judge Tom Bonn</u>	<b>Title:</b>	_____
<b>Address:</b>	<u>110 S. Main Street, County Courthouse Room 201</u>		
	<u>Lockhart, Texas 78644</u>		
<b>Phone:</b>	<u>(512) 844-2133</u>	<b>Fax:</b>	_____

### Information Sheet for Construction Services

Job Name: Caldwell County Judicial Center (CCJC)

Location: 1703 S. Colorado St, Lockhart, Tx Construction Cost: \$7.2M

Job ID: \_\_\_\_\_ Purchase Order No.: \_\_\_\_\_

Manager: Longlife Projects Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Site Contact: Les Reddin Phone: 512-844-2133

#### Invoicing

Contact: Mack Ellis Company: Braun & Butler Construction, Inc.

Address: 715 Discovery Blvd., Suite 109, Cedar Park, Tx 78613 Email: mellis@braun-butler.com

Special Instructions: \_\_\_\_\_

#### Contacts

**Architect:** Number of Report Copies: \_\_\_\_\_

Contact: \_\_\_\_\_ Company: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Fax: \_\_\_\_\_ Email: \_\_\_\_\_

**General Contractor:** Number of Report Copies: 1

Contact: Mack Ellis Company: Braun & Butler

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

Phone/Fax: \_\_\_\_\_ Email: mellis@braun-butler.com

**Owner:** Number of Report Copies: 1

Contact: Les Reddin Company: Longlife Projects

Address: 311606 La Quinta Dr.

Phone/Fax: 512-844-2133 Email: longlifeprojects@gmail.com

**Structural Engineer:** Number of Report Copies: 1

Contact: Jamie Buchanan Company: Jaster-Quintanilla

Address: 1608 W. 6th Street, Austin, Tx 78703

Phone/Fax: 512-474-9094 Email: jbuchanan@jqeng.com



# ARIAS & ASSOCIATES

Geotechnical • Environmental • Testing

13581 Pond Springs Road Austin, Texas 78729 Tele: (512) 428-5550 Fax: (512) 428-5525

Tuesday, February 04, 2014  
Arias Job No:2014-812

Proposal ID: 3

Mr. Les Reddin  
Long Life Projects  
31106 La Quinta Dr.  
Georgetown, Texas 78628

Via Email: [les.reddin@gmail.com](mailto:les.reddin@gmail.com)

RE: Proposal for Geotechnical Engineering Services  
Proposed Caldwell County Judicial Center  
1703 S. Colorado St.  
Lockhart, Texas 78644

Dear Mr. Reddin:

Arias & Associates, Inc. appreciates the opportunity to submit our proposal for geotechnical engineering services on the referenced project. We understand that the project consists of the renovation of an existing building located at 1703 S. Colorado St, Lockhart, Texas. The existing building is founded on underreamed piers. Exterior CMU walls are supported by grade beams. The slab is ground-supported, with a select fill pad of about 3' thickness. Proposed renovations include construction of new entrance, with approximate dimensions of 40' x 40', founded on underreamed piers.

As requested, we are proposing to provide geotechnical services to identify a suitable bearing strata and recommend drilled pier bearing capacities.

### **Proposed Scope of Services**

Our geotechnical services will include one soil borings to a depth of 30'.

1. We propose to perform one (1) boring positioned outside of the building, drilled to an approximate maximum 30 foot. The location will be in an area accessible to a truck-mounted drilling rig. Arias will retain a subcontract driller to perform drilling; however, Arias personnel will direct the sampling efforts, and will visually classify recovered samples. Soils will be sampled by either pushing a thin-walled tube (ASTM D 1587), by a split barrel sampler while performing the Standard Penetration Test (ASTM D 1586), or by auger. Samples in bedrock where SPT samples cannot be obtained will be taken from the auger cuttings. Rock coring is not included in our service scope. Recovered soils/rock will be visually classified in the field.
2. If groundwater is encountered, the groundwater levels within the open borehole will be recorded at the time of drilling and immediately following drilling. The boreholes will be backfilled with cuttings generated by drilling operations after completion of drilling.
3. Laboratory testing will be performed on recovered samples selected by the geotechnical engineer to aid in soil classification and to measure engineering properties. Laboratory testing is expected to include moisture content, Atterberg limits, fines content, unconfined compression strength, and pressure-swell. The actual laboratory program will depend upon the type of soils encountered.
4. We will issue both an electronic and hard copy of our formal engineering report prepared by a licensed professional engineer in Texas that will include:
  - Description of the field exploration program;

- Description of the laboratory testing program;
- Soil boring plan that depicts the borehole on a base map provided by Client;
- Soil boring log with soil classifications based on the Unified Soil Classification System (ASTM D 2487);
- Description of site geology based on location of the site on the Geologic Atlas of Texas;
- Generalized site stratigraphy and engineering properties developed from field and laboratory data at the explored locations;
- Depth where groundwater was encountered during drilling and its potential impact;
- Recommendations for building pad construction;
- Recommendations for drilled pier design and construction, including bearing strata and bearing capacity.

### **Proposed Fee**

We propose that the fee for the performance of the scope of work for this project as described in this proposal be **\$3,000.00** and that the work will be performed as outlined in the General Conditions included with this proposal. Upon authorization a partial invoice will be issued in the amount of **\$1,600.00** to initiate site mobilization of geotechnical field testing equipment and personnel.

*We have prepared our scope and fee with the understanding that no clearing will be required, no concrete coring will be required, and that no special permission will be needed for access. We have assumed that you will provide free access to the site. Meetings after report submission and supplemental letters are not included in our proposed project fees. If required, these items will be billed according to the current Arias & Associates Unit Rate Schedule for Geotechnical Services.*

As mentioned above, we are assuming at this time that the site is accessible for our drilling equipment and mechanical brush clearing will not be required to conduct our field exploration. If it is determined that mechanical brush clearing will be required to gain access to the boring locations, the fee for clearing will be invoiced separately.

### **Schedule**

We have tentatively scheduled our boring for Monday, February 10, 2014. Our final written report will be delivered to you within approximately three (3) weeks of completing our soil boring. If this schedule does not meet your needs, please inform us since we can typically accommodate an expedited schedule at a slight increase in the proposal amount shown above.

Delays sometimes occur due to adverse weather, utility clearance requirements, site clearing requirements for drill rig access, obtaining drilling permits, obtaining Right of Entries and other factors outside of our control. In this event, we will communicate the nature of the delay with you and provide a revised schedule at the earliest possible date.

### **Proposal Acceptance**

Please let us know if this proposal meets your expectations. If acceptable, the authorization table at the end of this proposal should be completed as applicable. We will begin work upon receipt of a signed copy of the proposal by an authorized representative. Please return the entire signed proposal to us by fax, mail or email to [rgonzales@ariasinc.com](mailto:rgonzales@ariasinc.com). If the billing address is different, include that information as well.

Should you have any questions, please do not hesitate to contact me. We appreciate the opportunity provided and look forward to being an integral part of the Project Team.

Sincerely,

**ARIAS & ASSOCIATES, INC.**

TBPE Registration No: F-32



John S. Landwermeyer P.E.  
Managing Principal, Austin Operations

\\files.ariasinc.com\FolderRedirection\MyDocs\jlandwermeyer\My Documents\2014-81 Caldwell County Judicial Center\2014-81  
Geo Proposal.docx



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18. **Consequential Damages:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither County nor Vendor, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, delay, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including but not limited to negligence, strict liability, breach of contract and breach of strict or implied warranty.

FOR THE COUNTY: \_\_\_\_\_  
County Judge Tom Bonn

FOR VENDOR:  \_\_\_\_\_  
Authorized Agent

DATE: \_\_\_\_\_

DATE: 2-10-2014 \_\_\_\_\_

party claims, demands, actions, and expenses (including reasonable attorney's fees, expert fees, and other costs of defense) arising out of or in any way related to the reuse or modification of the Instruments of Professional Service by Owner or anyone obtaining it through Owner.

28. Statutes of Limitations. The Parties hereto agree that any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events no later than the date of substantial completion.

Arias and CLIENT hereby agree to the terms and conditions of this Proposal and have caused this Agreement to be executed by their duly authorized officers and made effective as of the day and year first written above.

Consultant: **ARIAS & ASSOCIATES, INC.**

By:  Date: February 4, 2014

Printed Name: John S. Landwermeyer, P.E. Title: Managing Principal, Austin Operations

Address: 142 Chula Vista  
San Antonio, Texas 78232

Phone: (210) 308-5884 Fax: (210) 308-5886

CLIENT: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

## **2014.02.18.06 Reports.**

Federal Inmate Report – Larry Roberson

General Fund Operating Statement – Larry Roberson

Sales Tax Report – Larry Roberson

Tax Collection Report – Larry Roberson

Unit Road Systems Report – Dwight Jeffrey

Veteran's Officer Report – David Francis

CALDWELL COUNTY, TEXAS

FEDERAL INMATE REVENUE

FISCAL YEAR 2013-2014

<u>MONTH</u>	<u>ACTUAL</u>	<u>BUDGETED</u>	<u>MONTH OVER/UNDER</u>	<u>FISCAL YTD OVER/UNDER</u>
OCTOBER 2013	\$ 85,455	\$ 81,650	\$ 3,805	\$ 3,805
NOVEMBER	80,920	81,650	(730)	3,075
DECEMBER	<u>81,557</u>	<u>81,650</u>	<u>(93)</u>	<u>2,982</u>
SUB-TOTAL	<u>\$ 247,932</u>	<u>\$ 244,950</u>	<u>\$ 2,982</u>	<u>\$ 2,982</u>
JANUARY 2014	\$ 76,522	\$ 81,650	\$ (5,128)	\$ (2,146)
FEBRUARY		81,650		
MARCH	<u></u>	<u>81,650</u>	<u></u>	<u></u>
SUB-TOTAL	<u>\$ 76,522</u>	<u>\$ 244,950</u>	<u>\$ (5,128)</u>	<u>\$ -</u>
APRIL		\$ 81,650		
MAY		81,650		
JUNE	<u></u>	<u>81,700</u>	<u></u>	<u></u>
SUB-TOTAL	<u>\$ -</u>	<u>\$ 245,000</u>	<u>\$ -</u>	<u>-</u>
JULY		\$ 81,700		
AUGUST		81,700		
SEPTEMBER	<u></u>	<u>81,700</u>	<u></u>	<u></u>
SUB-TOTAL	<u>-</u>	<u>245,100</u>	<u>-</u>	<u>-</u>
FISCAL YEAR TOTAL	\$ 324,454	\$ 980,000		-

CALDWELL COUNTY, TEXAS

GENERAL FUND OPERATIONS STATEMENT

THREE MONTHS ENDED DECEMBER 31, 2013

FUND BALANCE - OCTOBER 1, 2013		\$ 6,272,597
REVENUES:		
TAXES	\$ 5,166,437	
LICENSES & PERMITS	25,563	
INTERGOVERNMENTAL REVENUE	678,544	
FEES OF OFFICE	201,759	
FINES & FORFEITURES	197,573	
OTHER REVENUES	69,442	
TRANSFERS FROM OTHER FUNDS	-	
TOTAL REVENUES		\$ 6,339,318
EXPENDITURES:		
PUBLIC FINANCE	\$ 437,707	
JUDICIAL	606,845	
LAW ENFORCEMENT - JAIL	1,447,531	
GENERAL ADMINISTRATION	816,296	
PUBLIC HEALTH AND WELFARE	7,455	
AGRICULTURE	22,772	
TRANSFERS TO OTHER FUNDS	637,905	
TOTAL EXPENDITURES		\$ 3,976,511
FUND BALANCE - DECEMBER 31, 2013		\$ 8,635,404
NET INCREASE IN FUND BALANCE		\$ 2,362,807

CALDWELL COUNTY, TEXAS

MONTHLY SALES TAX COLLECTIONS

FISCAL YEAR 2013-2014

<u>MONTH</u>	<u>ACTUAL</u>	<u>BUDGETED</u>	<u>MONTH OVER/UNDER</u>	<u>FISCAL YTD OVER/UNDER</u>
OCTOBER 2012	\$ 118,708	\$ 122,700	\$ (3,992)	\$ (3,992)
NOVEMBER	127,842	110,400	17,442	13,450
DECEMBER	<u>106,451</u>	<u>116,500</u>	<u>(10,049)</u>	<u>3,401</u>
SUB-TOTAL	<u>\$ 353,001</u>	<u>\$ 349,600</u>	<u>\$ 3,401</u>	<u>\$ 3,401</u>
JANUARY 2014	\$ 112,105	\$ 113,700	\$ (1,595)	\$ 1,806
FEBRUARY		137,700		
MARCH	<u></u>	<u>100,000</u>	<u></u>	<u></u>
SUB-TOTAL	<u>\$ 112,105</u>	<u>\$ 351,400</u>	<u>\$ (1,595)</u>	<u>\$ -</u>
APRIL		\$ 103,300		
MAY		134,100		
JUNE	<u></u>	<u>118,500</u>	<u></u>	<u></u>
SUB-TOTAL	<u>\$ -</u>	<u>\$ 355,900</u>	<u>\$ -</u>	<u>\$ -</u>
JULY		\$ 109,700		
AUGUST		128,700		
SEPTEMBER	<u></u>	<u>114,700</u>	<u></u>	<u></u>
SUB-TOTAL	<u>\$ -</u>	<u>\$ 353,100</u>	<u>-</u>	<u>-</u>
FISCAL YEAR TOTAL	<u>\$ 465,106</u>	<u>\$ 1,410,000</u>		<u>\$ -</u>

# CALDWELL COUNTY COMMISSIONERS

## Tax Collection Report

JANUARY 2014

	January	Year to Date	TOTAL	PRIOR YEAR
2013 Tax Collection	\$5,471,357.83	\$5,587,315.32	\$11,058,673.15	\$10,390,553.19
2012 & Prior Collection	\$92,669.55	\$204,169.47	\$296,839.02	\$223,454.09
<b>Total Tax Collection =</b>	<b>\$5,564,027.38</b>	<b>\$5,791,484.79</b>	<b>\$11,355,512.17</b>	<b>\$10,614,007.28</b>

note: Above figures include penalties and interest collected

2013 Original Levy                      \$12,503,136.12

January 31, 2014 Percent of 2013 Tax Collected                      88.20%

January 31, 2013 Percent of 2012 Tax Collected                      87.66%

January 31, 2012 Percent of 2011 Tax Collected                      86.89%

January 31, 2014 - Balance of Delinquent Tax                      \$1,445,489.65

January 31, 2013 - Balance of Delinquent Tax                      \$1,527,509.43

January 31, 2012 - Balance of Delinquent Tax                      \$1,433,906.11

Corrections made to Current Tax Roll                      \$6,034.88

Corrections made to Delinquent Tax Roll                      (\$5,051.55)

**NOTE:**

Caldwell County Appraisal District has collected and disbursed Attorney Fees in the amount of \$13,302.91

Submitted by:

*Mary LaPoint*

Mary LaPoint  
Chief Appraiser  
Caldwell County Appraisal District



# CALDWELL COUNTY

Balance Sheet

JANUARY 2014

## DEPOSITS

Date	Amount		CHECK #
	M & O	I & S	
(1) 7-Jan-14	\$223,196.44	\$26,886.58	EFT
(2) 10-Jan-14	\$179,127.12	\$21,655.38	EFT
(3) 14-Jan-14	\$282,927.88	\$34,509.20	EFT
(4) 17-Jan-14	\$184,611.82	\$22,308.36	EFT
(5) 22-Jan-14	\$19,140.62	\$2,317.62	EFT
(6) 23-Jan-14	\$386,856.27	\$46,816.82	EFT
(7) 27-Jan-14	\$296,804.87	\$35,685.92	EFT
(8) 28-Jan-14	\$771,476.77	\$93,370.46	EFT
(9) 29-Jan-14	\$539,489.73	\$65,279.35	EFT
(10) 30-Jan-14	\$268,636.44	\$32,383.99	EFT
(11) 31-Jan-14	\$286,826.59	\$34,716.09	EFT
(12) 5-Feb-14	\$1,524,568.02	\$184,435.04	EFT
(13)	\$0.00	\$0.00	
(14)	\$0.00	\$0.00	
(15)	\$0.00	\$0.00	
(16)	\$0.00	\$0.00	
(17)	\$0.00	\$0.00	
(18)	\$0.00	\$0.00	
(19)	\$0.00	\$0.00	
(20)	\$0.00	\$0.00	
(21)	\$0.00	\$0.00	
(22)	\$0.00	\$0.00	
(23)	\$0.00	\$0.00	
(24)	\$0.00	\$0.00	
(25)	\$0.00	\$0.00	
Subtotals	<u>\$4,963,662.57</u>	<u>\$600,364.81</u>	
TOTAL ALL DEPOSITS	<u>\$5,564,027.38</u>		

# CALDWELL COUNTY

Balance Sheet

JANUARY 2014

## Collections

	FARM TO MARKET M & O	GENERAL FUND M & O      I & S	
Current Tax	\$795.14	\$4,880,052.22	\$590,510.47
Current P & I	\$0.00	\$0.00	\$0.00
Delinquent Tax	\$18.47	\$59,300.70	\$6,909.58
Delinquent P & I	\$16.61	\$23,451.37	\$2,944.76
		<b>Subtotals</b>	<b>\$4,962,804.29      \$600,364.81</b>
<b>TOTAL FTM</b>	<b>\$830.22</b>	<b>TOTAL GCA</b>	<b>\$5,563,169.10</b>
	ROAD & BRIDGE M & O	STATE TAX M & O	
Current Tax	n/a	n/a	
Current P & I	n/a	n/a	
Delinquent Tax	\$7.25	\$0.00	
Delinquent P & I	\$20.81	\$0.00	
<b>TOTAL RAB</b>	<b>\$28.06</b>	<b>TOTAL STX</b>	<b>\$0.00</b>
	<b>TOTAL COUNTY COLLECTIONS</b>		<b>\$5,564,027.38</b>

**NOTE:**

Caldwell County Appraisal District has collected and disbursed Attorney Fees in the amount of \$13,302.91

Attorney Fees Detail

FTM	\$4.88
GCA	\$13,293.82
RAB	\$4.21
STX	\$0.00

2014 Budget Summary

Year-to-Date Report: 10/1/2013 - 2/4/2014

All Assignments

Caldwell County

Account Code	Account Name	Budgeted Amount	Recorded Invoices	Estimated Residual
502-1101-214	Uniforms	\$22,000.00	\$9,362.81	\$12,637.19
502-1101-311	Culvert Pipes	\$15,000.00	\$4,188.90	\$10,811.10
502-1101-312	Operating Supplies	\$35,000.00	\$7,732.46	\$27,267.54
502-1101-314	Flex Base	\$150,000.00	\$32,679.63	\$117,320.37
502-1101-315	Gravel	\$215,000.00	\$112,059.00	\$102,941.00
502-1101-316	Fuel	\$210,000.00	\$59,437.00	\$150,563.00
502-1101-317	Lubricants	\$15,000.00	\$4,468.67	\$10,531.33
502-1101-318	Signs	\$17,000.00	\$5,560.04	\$11,439.96
502-1101-319	Tires	\$25,000.00	\$15,869.83	\$9,130.17
502-1101-320	Bridge Repair/Replacement	\$14,600.00	\$0.00	\$14,600.00
502-1101-461	Rentals	\$4,500.00	\$380.60	\$4,119.40
502-1101-462	Dust Control	\$70,000.00	\$0.00	\$70,000.00
502-1101-463	Seal Coating	\$210,000.00	\$0.00	\$210,000.00
502-1102-313	Supplies & Small Tools	\$85,000.00	\$20,918.44	\$64,081.56
502-1102-451	Contract Services	\$30,000.00	\$2,387.46	\$27,612.54
502-1103-214	Uniforms (Fleet Maint.)	\$750.00	(\$1,292.64)	\$2,042.64
502-1103-311	Office Supplies (Fleet Maint.)	\$500.00	\$12.99	\$487.01
502-1103-313	Supplies & Small Tools (Fleet Maint.)	\$30,000.00	\$16,758.48	\$13,241.52
502-1103-317	Lubricants (Fleet Maint.)	\$7,850.00	\$2,157.45	\$5,692.55
502-1103-319	Tires (Fleet Maint.)	\$15,000.00	\$5,940.28	\$9,059.72
502-1103-451	Contract Services (Fleet Maint.)	\$15,000.00	\$2,142.97	\$12,857.03
Column Totals =		\$1,187,200.00	\$300,764.37	\$886,435.63

Daily Work History & Materials Used

(By Location)

All Assignments

Caldwell County

Period: 1/1/2014 - 1/31/2014

Work: All categories and types

Work done in Area: Precinct 1

**CR 108 BORCHERT LP**

Date	Work Done	R&B Material Used	Amount Used	Expense
1/23/2014	Set out "Watch for Ice" barricades			

**CR 194 CLEAR FORK RD (From CR 205 to Hwy. 86)**

Date	Work Done	R&B Material Used	Amount Used	Expense
1/8/2014	Patched road surface (Type D - 8 tons)	Type D Cold Mix	8 ton(s)	\$496.00
1/27/2014	Repaired mailbox approach	Type A Black Base	8 ton(s)	\$480.00
			Location Total =	\$976.00

**CR 196A HARRIS CT**

Date	Work Done	R&B Material Used	Amount Used	Expense
1/13/2014	Patched road surface (Type D - 2 tons)	Type D Cold Mix	2 ton(s)	\$124.00
			Location Total =	\$124.00

**CR 197 YOUNG LN**

Date	Work Done	R&B Material Used	Amount Used	Expense
1/2/2014	Patched road surface (Type D - 8 tons)	Type D Cold Mix	8 ton(s)	\$496.00
1/23/2014	Set out "Watch for Ice" barricades			
			Location Total =	\$496.00

**CR 200 WELLS RD**

Date	Work Done	R&B Material Used	Amount Used	Expense
1/3/2014	Patched road surface (0.2 miles) (Type D - 6 tons)	Type D Cold Mix	6 ton(s)	\$372.00
			Location Total =	\$372.00

**CR 201 CATTLEMENS ROW (FM 713 to dead end)**

Date	Work Done	R&B Material Used	Amount Used	Expense
1/14/2014	Bladed surface; added base (3/4" base - 12 tons)	3/4" base to dust	12 ton(s)	\$192.00
1/15/2014	Bladed surface; added base (3/4" base - 72 tons)	Type D Cold Mix	72 ton(s)	\$4,464.00
1/16/2014	Bladed surface; added base (3/4" base - 72 tons)	3/4" base to dust	72 ton(s)	\$1,152.00

Daily Work History & Materials Used  
(By Location)

Period: 1/1/2014 - 1/31/2014  
Work: All categories and types

All Assignments  
Caldwell County

Work done in Area: Precinct 1				
<b>CR 201 CATTLEMENS ROW (FM 713 to dead end)</b>				
Date	Work Done	R&B Material Used	Amount Used	Expense
1/17/2014	Bladed surface; added base (0.1 miles) (3/4" base - 120 tons)	3/4" base to dust	120 ton(s)	\$1,920.00
			Location Total =	\$7,728.00
<b>CR 202 OLD MCMAHAN RD (C/L to FM 713)</b>				
Date	Work Done	R&B Material Used	Amount Used	Expense
1/23/2014	Set out "Watch for Ice" barricades			
<b>CR 205 SEAWILLOW RD (From No. FM 1322 to CR 197)</b>				
Date	Work Done	R&B Material Used	Amount Used	Expense
1/7/2014	Patched road surface (Type D - 4 tons)	Type D Cold Mix	4 ton(s)	\$248.00
			Location Total =	\$248.00
<b>CR 205 SEAWILLOW RD (From CR 197 to FM 1322 So.)</b>				
Date	Work Done	R&B Material Used	Amount Used	Expense
1/7/2014	Patched road surface (Type D - 4 tons)	Type D Cold Mix	4 ton(s)	\$248.00
			Location Total =	\$248.00
<b>CR 212 REAVIS RD</b>				
Date	Work Done	R&B Material Used	Amount Used	Expense
1/8/2014	Bladed surface (1.1 miles)			
<b>CR 213 OLD LULING RD</b>				
Date	Work Done	R&B Material Used	Amount Used	Expense
1/13/2014	Put up "Bridge Markers"	#30920 - 6' Green Delineator Post	1 each	\$6.98
		#OM-3R - Right Bridge Marker	1 each	\$23.25
1/23/2014	Set out "Watch for Ice" barricades			
			Location Total =	\$30.23
<b>CR 213A ROBIN RANCH RD</b>				
Date	Work Done	R&B Material Used	Amount Used	Expense

Daily Work History & Materials Used  
(By Location)

Period: 1/1/2014 - 1/31/2014  
Work: All categories and types

All Assignments  
Caldwell County

<b>Work done in Area: Precinct 1</b>
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**CR 213A ROBIN RANCH RD**

Date	Work Done	R&B Material Used	Amount Used	Expense
1/23/2014	Set out "Watch for Ice" barricades			

**CR 214 GRAHAM RD**

Date	Work Done	R&B Material Used	Amount Used	Expense
1/21/2014	Set road drainage culvert (2) 15"x30' arched; 24 tons 3/4"	15"x30' Arched Culvert 3/4" base to dust	2 each 24 ton(s)	\$726.00 \$384.00
1/22/2014	Cleaned ditches (0.3 miles)			
1/23/2014	Set road drainage culvert (1) 15"x30' arch pipe; 24 tons 3/4" base	15"x30' Arched Culvert 3/4" base to dust	1 each 24 ton(s)	\$363.00 \$384.00
1/27/2014	Cleaned ditches (0.2 miles)			
			Location Total =	\$1,857.00

**CR 215 WESTWOOD RD**

Date	Work Done	R&B Material Used	Amount Used	Expense
1/13/2014	Bladed surface (2.1 miles)			

**CR 216 PIN OAK RD**

Date	Work Done	R&B Material Used	Amount Used	Expense
1/13/2014	Bladed surface (1 mile)			

**CR 217 OLD FENTRESS RD**

Date	Work Done	R&B Material Used	Amount Used	Expense
1/13/2014	Patched road surface (Type D - 2 tons)	Type D Cold Mix	2 ton(s)	\$124.00
			Location Total =	\$124.00

**CR 218 BOGGY CREEK RD (C/L to I-130)**

Date	Work Done	R&B Material Used	Amount Used	Expense
1/13/2014	Bladed surface (1.4 miles)			

Daily Work History & Materials Used  
(By Location)

Period: 1/1/2014 - 1/31/2014  
Work: All categories and types

All Assignments  
Caldwell County

Work done in Area: Precinct 1				
<b>CR 237 CLARK LP</b>				
Date	Work Done	R&B Material Used	Amount Used	Expense
1/7/2014	Replaced road culvert ( 2- 18"x24' arched culvert; 24 tons)	18"x24" Arched Culvert 3/4" base to dust	2 each 24 ton(s)	\$888.00 \$384.00
			Location Total =	\$1,272.00
<b>Material Total for this Area =</b>				<b>\$13,475.23</b>

Daily Work History & Materials Used  
(By Location)

Period: 1/1/2014 - 1/31/2014  
Work: All categories and types

All Assignments  
Caldwell County

<b>Work done in Area: Precinct 2</b>
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**CR 31 RAWHIDE LN**

Date	Work Done	R&B Material Used	Amount Used	Expense
1/8/2014	Bladed surface (0.1 miles)			

**CR 32 ANGLE RD**

Date	Work Done	R&B Material Used	Amount Used	Expense
1/14/2014	Bladed surface (0.8 miles)			

**CR 33 HAWK RD**

Date	Work Done	R&B Material Used	Amount Used	Expense
1/14/2014	Bladed surface (0.2 miles)			

**CR 34 DAVIS RD**

Date	Work Done	R&B Material Used	Amount Used	Expense
1/14/2014	Bladed surface (0.2 miles)			

**CR 34A DOW LN**

Date	Work Done	R&B Material Used	Amount Used	Expense
1/14/2014	Bladed surface (0.1 miles)			

**CR 35 HACKBERRY ST**

Date	Work Done	R&B Material Used	Amount Used	Expense
1/17/2014	Patched road surface (Type D - 2 tons)	Type D Cold Mix	2 ton(s)	\$124.00
			Location Total =	\$124.00

**CR 90 PEBBLESTONE RD**

Date	Work Done	R&B Material Used	Amount Used	Expense
1/2/2014	Put up COUNTY road name sign (@ CR 91)	County Road Name Sign	2 each	\$0.00
1/29/2014	Bladed surface (0.5 miles)			



Daily Work History & Materials Used  
(By Location)

Period: 1/1/2014 - 1/31/2014  
Work: All categories and types

All Assignments  
Caldwell County

**Work done in Area: Precinct 2**

**CR 90 PEBBLESTONE RD**

Date	Work Done	R&B Material Used	Amount Used	Expense
1/30/2014	Bladed surface (1 mile)			
			Location Total =	\$0.00

**CR 91 KELLOGG CT**

Date	Work Done	R&B Material Used	Amount Used	Expense
1/30/2014	Bladed surface (0.3 miles)			

**CR 92 TURNBACK TR**

Date	Work Done	R&B Material Used	Amount Used	Expense
1/30/2014	Bladed surface (0.4 miles)			

**CR 105 RIVER PARK RD**

Date	Work Done	R&B Material Used	Amount Used	Expense
1/13/2014	Bladed surface (2.3 miles)			

**CR 115 BUGTUSSLE LANE (FM 671 to CR 112)**

Date	Work Done	R&B Material Used	Amount Used	Expense
1/22/2014	Bladed surface (2 miles)			

**CR 115 WASHBURN RD (FM 2984 to FM 671)**

Date	Work Done	R&B Material Used	Amount Used	Expense
1/17/2014	Patched road surface (Type D - 3 tons)	Type D Cold Mix	3 ton(s)	\$186.00
			Location Total =	\$186.00

**CR 116 PLANT RD (Hwy. 80 to CR 115)**

Date	Work Done	R&B Material Used	Amount Used	Expense
1/15/2014	Bladed surface (spot bladed)			
	Bladed surface; added base (3/4" base - 36 tons)	3/4" base to dust	36 ton(s)	\$576.00
1/23/2014	Set out "Watch for Ice" barricades			

Daily Work History & Materials Used  
(By Location)

Period: 1/1/2014 - 1/31/2014  
Work: All categories and types

All Assignments  
Caldwell County

**Work done in Area: Precinct 2**

**CR 116 PLANT RD (Hwy. 80 to CR 115)**

Date	Work Done	R&B Material Used	Amount Used	Expense
			Location Total =	\$576.00

**CR 116 PLANT RD (Hwy. 80 to River)**

Date	Work Done	R&B Material Used	Amount Used	Expense
1/23/2014	Set out "Watch for Ice" barricades			

**CR 117 MERIDIAN LN**

Date	Work Done	R&B Material Used	Amount Used	Expense
1/14/2014	Patched road surface (0.9 miles) (Type D - 4 tons)	Type D Cold Mix	4 ton(s)	\$248.00
			Location Total =	\$248.00

**CR 118 STAIRTOWN LP (Hwy. 80 to Hwy. 80)**

Date	Work Done	R&B Material Used	Amount Used	Expense
1/14/2014	Bladed surface (1 mile)			

**CR 119 STAIRTOWN RD**

Date	Work Done	R&B Material Used	Amount Used	Expense
1/2/2014	Blade cold mix on road surface (0.1 miles) (Type D - 48 tons)	Type D Cold Mix	48 ton(s)	\$2,976.00
1/3/2014	Blade cold mix on road surface (0.1 miles) (Type D - 24 tons)	Type D Cold Mix	24 ton(s)	\$1,488.00
1/13/2014	Patched road surface (0.8 miles) (Type D - 2 tons)	Type D Cold Mix	2 ton(s)	\$124.00
1/23/2014	Set out "Watch for Ice" barricades			
			Location Total =	\$4,588.00

**CR 121 SCENIC VIEW RD.**

Date	Work Done	R&B Material Used	Amount Used	Expense
1/13/2014	Bladed surface (0.9 miles)			

Daily Work History & Materials Used  
(By Location)

Period: 1/1/2014 - 1/31/2014  
Work: All categories and types

All Assignments  
Caldwell County

<b>Work done in Area: Precinct 2</b>
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**CR 122 AUSTIN RD**

Date	Work Done	R&B Material Used	Amount Used	Expense
1/13/2014	Bladed surface (0.5 miles)			
1/17/2014	Patched road surface (Type D - 3 tons)	Type D Cold Mix	3 ton(s)	\$186.00
			Location Total =	\$186.00

**CR 127 OAK GROVE RD**

Date	Work Done	R&B Material Used	Amount Used	Expense
1/13/2014	Installed missing reflectors, bridge markers, post	#30920 - 6' Green Delineator Post	3 each	\$20.94
		#30920 - 6' Green Delineator Post	2 each	\$13.96
		#OM-3R - Right Bridge Marker	5 each	\$116.25
			Location Total =	\$151.15

**CR 128 SALT FLAT RD**

Date	Work Done	R&B Material Used	Amount Used	Expense
1/2/2014	Put up COUNTY road name sign (@ CR 131)	County Road Name Sign	2 each	\$0.00
1/3/2014	Repaired Washout (@ Creek)	Backfill	96 ton(s)	\$720.00
		Rip-Rap	48 ton(s)	\$84.00
			Location Total =	\$804.00

**CR 130 SODA SPRINGS RD (FM 86 to FM 1322)**

Date	Work Done	R&B Material Used	Amount Used	Expense
1/8/2014	Installed "Roadway subject to flooding"	#30901 - 10' Green U-Channel Post	1 each	\$19.59
		Hinged Watch for High Water (30"x30")	1 each	\$61.00
			Location Total =	\$80.59

**CR 130 SODA SPRINGS RD (FM 1322 to CR 139)**

Date	Work Done	R&B Material Used	Amount Used	Expense
1/30/2014	Patched road surface (1.5 miles) (Type D - 8 tons)	Type D Cold Mix	8 ton(s)	\$496.00
			Location Total =	\$496.00

**CR 131 BIGGS RD**

Date	Work Done	R&B Material Used	Amount Used	Expense
1/2/2014	Put up COUNTY road name sign (@ FM 1322)	County Road Name Sign	2 each	\$0.00

Daily Work History & Materials Used  
(By Location)

Period: 1/1/2014 - 1/31/2014  
Work: All categories and types

All Assignments  
Caldwell County

**Work done in Area: Precinct 2**

**CR 131 BIGGS RD**

Date	Work Done	R&B Material Used	Amount Used	Expense
			Location Total =	\$0.00

**CR 133 IVY SWITCH RD**

Date	Work Done	R&B Material Used	Amount Used	Expense
1/8/2014	Replaced 10' post	#30901 - 10' Green U-Channel Post	1 each	\$19.59
			Location Total =	\$19.59

**CR 134 MULECREEK RD (CR 133 to Gonzales Cty Line)**

Date	Work Done	R&B Material Used	Amount Used	Expense
1/8/2014	Bladed surface (3.1 miles)			

**CR 137 SUNFLOWER TR**

Date	Work Done	R&B Material Used	Amount Used	Expense
1/2/2014	Put up COUNTY road name sign (@ FM 1386)	County Road Name Sign	2 each	\$0.00
			Location Total =	\$0.00

**CR 138 MCNEIL CREEK RD**

Date	Work Done	R&B Material Used	Amount Used	Expense
1/9/2014	Patched road surface (Type D - 1 ton)	Type D Cold Mix	1 ton(s)	\$62.00
			Location Total =	\$62.00

**CR 140 WATTSVILLE RD**

Date	Work Done	R&B Material Used	Amount Used	Expense
1/13/2014	Put up 'Stop' sign (also 30 mph sign)	#R1-1-30 - "Stop Sign" - 30"	1 each	\$38.00
		#R2-1-30 - Speed Limit 30 - (18x24)	1 each	\$23.25
			Location Total =	\$61.25

**CR 141A BRONCO LANE**

Date	Work Done	R&B Material Used	Amount Used	Expense
1/13/2014	Installed "dead end" sign	#W14-1 - "Dead End" - (24x24)	1 each	\$31.00
1/29/2014	Put up 'Dead End' sign	#W14-1 - "Dead End" - (24x24)	1 each	\$31.00

Daily Work History & Materials Used  
(By Location)

Period: 1/1/2014 - 1/31/2014  
Work: All categories and types

All Assignments  
Caldwell County

**Work done in Area: Precinct 2**

**CR 141A BRONCO LANE**

Date	Work Done	R&B Material Used	Amount Used	Expense
			Location Total =	\$62.00

**CR 141 TENNEY CREEK RD**

Date	Work Done	R&B Material Used	Amount Used	Expense
1/3/2014	Put up COUNTY road name sign (@ CR 141B)	#30901 - 10' Green U-Channel Post #R1-1-30 - "Stop Sign" - 30" County Road Name Sign	1 each 1 each 2 each	\$19.59 \$38.00 \$0.00
1/9/2014	Patched road surface (Type D - 1 ton)	Type D Cold Mix	1 ton(s)	\$62.00
1/13/2014	Replaced 10' post Put up 'Stop' sign (@ CR 154)	#30901 - 10' Green U-Channel Post #30901 - 10' Green U-Channel Post #R1-1-30 - "Stop Sign" - 30"	1 each 1 each 1 each	\$19.59 \$19.59 \$38.00
			Location Total =	\$196.77

**CR 142 HALL RD**

Date	Work Done	R&B Material Used	Amount Used	Expense
1/29/2014	Put up 'Stop' sign	#R1-1-30 - "Stop Sign" - 30"	1 each	\$38.00
			Location Total =	\$38.00

**CR 144 ROLLING OAKS DR**

Date	Work Done	R&B Material Used	Amount Used	Expense
1/7/2014	Installed "yield" sign	#30901 - 10' Green U-Channel Post #R1-2-30 - "Yield Sign" - 30"	1 each 1 each	\$19.59 \$22.90
			Location Total =	\$42.49

**CR 146 CREEKSIDE DR**

Date	Work Done	R&B Material Used	Amount Used	Expense
1/7/2014	Repaired Washout (@ creek)	Backfill Rip-Rap	252 ton(s) 252 ton(s)	\$1,890.00 \$441.00
			Location Total =	\$2,331.00

**CR 148 COACHWHIP RD**

Date	Work Done	R&B Material Used	Amount Used	Expense
1/2/2014	Put up COUNTY road name sign (@ CR 149)	County Road Name Sign	2 each	\$0.00

Daily Work History & Materials Used  
(By Location)

Period: 1/1/2014 - 1/31/2014  
Work: All categories and types

All Assignments  
Caldwell County

**Work done in Area: Precinct 2**

**CR 148 COACHWHIP RD**

Date	Work Done	R&B Material Used	Amount Used	Expense
			Location Total =	\$0.00

**CR 150 KIRK CORNERS**

Date	Work Done	R&B Material Used	Amount Used	Expense
1/3/2014	Bladed surface (Spot bladed off FM 1386)			
1/8/2014	Installed "One lane bridge"	#30901 - 10' Green U-Channel Post	1 each	\$19.59
		#W5-3 - "One Lane" Bridge (24x24)	1 each	\$31.00
			Location Total =	\$50.59

**CR 151A BUCK BRANCH RD**

Date	Work Done	R&B Material Used	Amount Used	Expense
1/8/2014	Put up "Bridge Markers"	#30920 - 6' Green Delineator Post	1 each	\$6.98
		#OM-3R - Right Bridge Marker	1 each	\$23.25
			Location Total =	\$30.23

**CR 151 SANDY FORK RD**

Date	Work Done	R&B Material Used	Amount Used	Expense
1/8/2014	Replaced 6' post	#30920 - 6' Green Delineator Post	1 each	\$6.98
1/15/2014	Replaced 10' post	#30901 - 10' Green U-Channel Post	1 each	\$19.59
	Bladed surface (1 mile)			
	Put up "Bridge Markers"	#OM-3R - Right Bridge Marker	1 each	\$23.25
1/16/2014	Bladed surface			
1/17/2014	Bladed surface			
			Location Total =	\$49.82

**CR 152 CHALK RD**

Date	Work Done	R&B Material Used	Amount Used	Expense
1/7/2014	Bladed surface (1.5 miles) (From CR 305 to Hard Brand Ranch)			
1/22/2014	Bladed surface (1.5 miles)			
1/23/2014	Bladed surface (2.5 miles)			
	Bladed surface (2 miles)			

Daily Work History & Materials Used  
(By Location)

Period: 1/1/2014 - 1/31/2014  
Work: All categories and types

All Assignments  
Caldwell County

**Work done in Area: Precinct 2**

**CR 152 CHALK RD**

Date	Work Done	R&B Material Used	Amount Used	Expense
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**CR 153 SANDY RANCH RD**

Date	Work Done	R&B Material Used	Amount Used	Expense
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1/21/2014 Bladed surface (2.6 miles) (S. off CR 151)

**CR 158 TAYLORSVILLE RD (E.FM 20 to FM 86)**

Date	Work Done	R&B Material Used	Amount Used	Expense
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1/2/2014 Put up COUNTY road name sign (@ CR 92) County Road Name Sign 2 each \$0.00

Location Total = \$0.00

**CR 158 TAYLORSVILLE RD (FM 86 to FM 713)**

Date	Work Done	R&B Material Used	Amount Used	Expense
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1/29/2014 Bladed surface (1.6 miles)

**CR 159 PETTYTOWN RD (E.FM 20 to FM 86)**

Date	Work Done	R&B Material Used	Amount Used	Expense
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1/9/2014 Installed "Road Subject To Flooding" #30920 - 6' Green Delineator Post 1 each \$6.98

#OM-3L - Left Bridge Marker 1 each \$23.25

1/21/2014 Bladed surface (1.4 miles) E.FM 20 to CR 252

1/22/2014 Bladed surface (1 mile) (E. off CR 252)

1/23/2014 Bladed surface (2 miles)

Bladed surface (1.5 miles)

Location Total = \$30.23

**CR 159 PETTYTOWN RD (FM 86 to County Line)**

Date	Work Done	R&B Material Used	Amount Used	Expense
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1/8/2014 Repaired Washout (@ culvert - 3/4" base - 12 tons) 3/4" base to dust 12 ton(s) \$192.00

Cleaned debris from culverts/bridges

Patched road surface (Type D - 2 tons) Type D Cold Mix 2 ton(s) \$124.00

Daily Work History & Materials Used  
(By Location)

Period: 1/1/2014 - 1/31/2014  
Work: All categories and types

All Assignments  
Caldwell County

**Work done in Area: Precinct 2**

**CR 159 PETTYTOWN RD (FM 86 to County Line)**

Date	Work Done	R&B Material Used	Amount Used	Expense
1/9/2014	Repaired fence entrance	1"x6"x8' Lumber	4 each	\$14.00
		4x4-8' Treated Lumber	1 each	\$8.65
			Location Total =	\$338.65

**CR 160 OLD COLONY LINE RD (E.FM 20 to FM 713)**

Date	Work Done	R&B Material Used	Amount Used	Expense
1/13/2014	Repaired Washout (@ culvert - city base - 4 -tons)	Grade 2 City Base	4 ton(s)	\$15.00
1/15/2014	Bladed surface (spot bladed)			
	Repaired hole in culvert - City Base - 12 tons	Grade 2 City Base	12 ton(s)	\$45.00
		Ready Mix	3 each	\$27.00
1/16/2014	Bladed surface (1.5 miles)			
1/17/2014	Patched road surface (Type D - 2 tons)	Type D Cold Mix	2 ton(s)	\$124.00
	Bladed surface			
1/23/2014	Patched road surface (2 miles) (Type D - 3 tons)	Type D Cold Mix	3 ton(s)	\$186.00
	Patched road surface (Type D - 4 tons)	Type D Cold Mix	4 ton(s)	\$248.00
			Location Total =	\$645.00

**CR 160 OLD COLONY LINE RD (FM 86 to FM 3158)**

Date	Work Done	R&B Material Used	Amount Used	Expense
1/21/2014	Patched road surface (1.6 miles) (Type D - 8 tons)	Type D Cold Mix	8 ton(s)	\$496.00
			Location Total =	\$496.00

**CR 161 SAND HILL RD**

Date	Work Done	R&B Material Used	Amount Used	Expense
1/22/2014	Patched road surface (Type D - 8 tons)	Type D Cold Mix	8 ton(s)	\$496.00
	Repaired Washout (Type A - 48 tons)	Type A Black Base	48 ton(s)	\$2,880.00
1/23/2014	Patched road surface (Type D - 2 tons)	Type D Cold Mix	2 ton(s)	\$124.00
			Location Total =	\$3,500.00

**CR 162 OIL FIELD RD**

Date	Work Done	R&B Material Used	Amount Used	Expense
1/23/2014	Bladed surface (1 mile)			



Daily Work History & Materials Used  
(By Location)

Period: 1/1/2014 - 1/31/2014  
Work: All categories and types

All Assignments  
Caldwell County

<b>Work done in Area: Precinct 2</b>
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**CR 162 OIL FIELD RD**

Date	Work Done	R&B Material Used	Amount Used	Expense
1/23/2014	Bladed surface (1 mile)			
1/27/2014	Bladed surface (1 mile)			

**CR 202 OLD MCMAHAN RD (FM 713 to dead end)**

Date	Work Done	R&B Material Used	Amount Used	Expense
1/3/2014	Bladed surface; added base (0.1 miles) (3/4" base - 24 tons)	3/4" base to dust	24 ton(s)	\$360.00
1/23/2014	Set out "Watch for Ice" barricades			
			Location Total =	\$360.00

**CR 207 BURDETTE WELLS RD (From Bridge to FM 1322)**

Date	Work Done	R&B Material Used	Amount Used	Expense
1/23/2014	Set out "Watch for Ice" barricades			

**CR 247 ST. JOSEPH ST**

Date	Work Done	R&B Material Used	Amount Used	Expense
1/23/2014	Set out "Watch for Ice" barricades			

**CR 248 TREETOP LANE**

Date	Work Done	R&B Material Used	Amount Used	Expense
1/14/2014	Bladed surface (1.2 miles)			
1/16/2014	Patched road surface (Type D - 3 tons)	3/4" base to dust	3 ton(s)	\$48.00
			Location Total =	\$48.00

**CR 252 SPANISH OAK RD**

Date	Work Done	R&B Material Used	Amount Used	Expense
1/22/2014	Bladed surface (0.8 miles)			

Daily Work History & Materials Used  
(By Location)

Period: 1/1/2014 - 1/31/2014  
Work: All categories and types

All Assignments  
Caldwell County

Work done in Area: Precinct 2				
<b>CR 278 MUSTANG ST</b>				
Date	Work Done	R&B Material Used	Amount Used	Expense
1/15/2014	Patched road surface (Type D - 1 ton)	Type D Cold Mix	1 ton(s)	\$62.00
			Location Total =	\$62.00
<b>CR 305 REED CREEK DR</b>				
Date	Work Done	R&B Material Used	Amount Used	Expense
1/7/2014	Installed "WL-2R" sign	#W1-2R - Right Curve Arrow - (24x24)	1 each	\$31.00
1/8/2014	Installed "W1-2L"	#30901 - 10' Green U-Channel Post	1 each	\$19.59
		#W1-2L - Left Curve Arrow - (24x24)	1 each	\$31.00
			Location Total =	\$81.59
<b>Material Total for this Area =</b>				<b>\$15,944.95</b>

Daily Work History & Materials Used  
(By Location)

Period: 1/1/2014 - 1/31/2014  
Work: All categories and types

All Assignments  
Caldwell County

<b>Work done in Area: Precinct 3</b>
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**CR 101 OLD BASTROP RD (Hwy. 80 to River)**

Date	Work Done	R&B Material Used	Amount Used	Expense
1/23/2014	Set out "Watch for Ice" barricades			

**CR 101 OLD BASTROP RD. (Hwy. 80 to Hwy.21)**

Date	Work Done	R&B Material Used	Amount Used	Expense
1/23/2014	Set out "Watch for Ice" barricades			

**CR 103 S.E. RIVER RD**

Date	Work Done	R&B Material Used	Amount Used	Expense
1/14/2014	Bladed surface (2.2 miles)			

**CR 106 WEST RIDGE RD**

Date	Work Done	R&B Material Used	Amount Used	Expense
1/16/2014	Bladed surface (0.2 miles)			
1/17/2014	Bladed surface (1 mile)			

**CR 107 DICKERSON RD**

Date	Work Done	R&B Material Used	Amount Used	Expense
1/21/2014	Bladed surface (1.3 miles)			

**CR 111 POLITICAL RD (Hwy. 80 to W FM 20)**

Date	Work Done	R&B Material Used	Amount Used	Expense
1/16/2014	Repaired Washout (@ culvert - Type D - 1 ton)	Type D Cold Mix	1 ton(s)	\$62.00
			Location Total =	\$62.00

**CR 112 CALLIHAN RD (From W.FM 20 to CR 115)**

Date	Work Done	R&B Material Used	Amount Used	Expense
1/14/2014	Patched road surface (Type D - 4 tons)	Type D Cold Mix	4 ton(s)	\$248.00

Daily Work History & Materials Used  
(By Location)

All Assignments  
Caldwell County

Period: 1/1/2014 - 1/31/2014  
Work: All categories and types

**Work done in Area: Precinct 3**

**CR 112 CALLIHAN RD (From W.FM 20 to CR 115)**

Date	Work Done	R&B Material Used	Amount Used	Expense
			Location Total =	\$248.00

**CR 125 SO. MAIN ST**

Date	Work Done	R&B Material Used	Amount Used	Expense
1/15/2014	Patched road surface (Type D - 1 ton)	Type D Cold Mix	1 ton(s)	\$62.00
			Location Total =	\$62.00

**CR 191 LONGHOLLOW RD**

Date	Work Done	R&B Material Used	Amount Used	Expense
1/30/2014	Patched road surface (Type D - 5 tons)	Type D Cold Mix	5 ton(s)	\$310.00
			Location Total =	\$310.00

**CR 192 CALDER RD**

Date	Work Done	R&B Material Used	Amount Used	Expense
1/29/2014	Patched road surface (Type D - 4 tons)	Type D Cold Mix	4 ton(s)	\$248.00
			Location Total =	\$248.00

**CR 193 AVIS RD**

Date	Work Done	R&B Material Used	Amount Used	Expense
1/29/2014	Patched road surface (Type D - 4 tons)	Type D Cold Mix	4 ton(s)	\$248.00
			Location Total =	\$248.00

**CR 222 SCHUELKE RD**

Date	Work Done	R&B Material Used	Amount Used	Expense
1/7/2014	Replaced road culvert (15"x24' arched culvert; 12 tons 3/4" base)	15"x24' Arched Culvert Pipe 3/4" base to dust	1 each 12 ton(s)	\$363.00 \$192.00
1/22/2014	Patched road surface (Type D - 8 tons)	Type D Cold Mix	8 ton(s)	\$496.00
			Location Total =	\$1,051.00

**CR 223 ROGERS RANCH RD**

Date	Work Done	R&B Material Used	Amount Used	Expense
1/10/2014	Installed new reflectors	30324-12A -6"x24" yellow reflector	2 each	\$9.98
1/13/2014	Bladed surface (1 mile)			

Daily Work History & Materials Used  
(By Location)

Period: 1/1/2014 - 1/31/2014  
Work: All categories and types

All Assignments  
Caldwell County

<b>Work done in Area: Precinct 3</b>
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**CR 223 ROGERS RANCH RD**

Date	Work Done	R&B Material Used	Amount Used	Expense
1/21/2014	Patched road surface (Type D - 3 tons)	Type D Cold Mix	3 ton(s)	\$186.00
1/23/2014	Set out "Watch for Ice" barricades			
			Location Total =	\$195.98

**CR 224 HOLZ RD**

Date	Work Done	R&B Material Used	Amount Used	Expense
1/21/2014	Patched road surface (Type D - 5 tons)	Type D Cold Mix	5 ton(s)	\$310.00
1/23/2014	Set out "Watch for Ice" barricades			
			Location Total =	\$310.00

**CR 225 ELM CREEK RD**

Date	Work Done	R&B Material Used	Amount Used	Expense
1/10/2014	Installed 6' post w/reflector	#30147 - Yellow Delineator - 4x4	2 each	\$3.40
		#30920 - 6' Green Delineator Post	1 each	\$6.98
1/13/2014	Bladed surface (1.1 miles)			
			Location Total =	\$10.38

**CR 226 HOBBY HORSE RD**

Date	Work Done	R&B Material Used	Amount Used	Expense
1/13/2014	Bladed surface (0.5 miles)			

**CR 227 ROCKY RD**

Date	Work Done	R&B Material Used	Amount Used	Expense
1/8/2014	Cleaned ditches			
1/29/2014	Cleaned ditches and repaired washes			
1/30/2014	Cleaned ditches and repaired washes			

**CR 229 MISTY LN (CR 230 to CR 228)**

Date	Work Done	R&B Material Used	Amount Used	Expense
1/10/2014	Installed 6' post w/reflector	#30920 - 6' Green Delineator Post	3 each	\$20.94

Daily Work History & Materials Used  
(By Location)

Period: 1/1/2014 - 1/31/2014  
Work: All categories and types

All Assignments  
Caldwell County

Work done in Area: Precinct 3				
<b>CR 229 MISTY LN (CR 230 to CR 228)</b>				
Date	Work Done	R&B Material Used	Amount Used	Expense
			Location Total =	\$20.94
<b>CR 229 MISTY LN. (CR 228 to Hwy. 21)</b>				
Date	Work Done	R&B Material Used	Amount Used	Expense
1/10/2014	Installed 6' post w/reflector	#30147 - Yellow Delineator - 4x4	3 each	\$5.10
		#30920 - 6' Green Delineator Post	1 each	\$6.98
			Location Total =	\$12.08
<b>CR 230 JOLLEY RD. (Hwy. 142 to CR 104)</b>				
Date	Work Done	R&B Material Used	Amount Used	Expense
1/14/2014	Bladed surface (0.4 miles)			
<b>CR 240 QUAIL RUN RD.</b>				
Date	Work Done	R&B Material Used	Amount Used	Expense
1/23/2014	Set out "Watch for Ice" barricades			
<b>CR 241 RAILROAD ST</b>				
Date	Work Done	R&B Material Used	Amount Used	Expense
1/29/2014	Bladed surface; added base (0.1 miles) (3/4" base - 144 tons)	3/4" base to dust	144 ton(s)	\$2,304.00
1/30/2014	Bladed surface; added base (0.1 miles) (3/4" base - 144 tons)	3/4" base to dust	144 ton(s)	\$2,304.00
			Location Total =	\$4,608.00
<b>CR 258 CROSSROADS DR</b>				
Date	Work Done	R&B Material Used	Amount Used	Expense
1/3/2014	Put up 'Stop' sign	#30901 - 10' Green U-Channel Post	1 each	\$19.59
		#R1-1-30 - "Stop Sign" - 30"	1 each	\$38.00
1/30/2014	Patched road surface (Type D - 3 tons)	Type D Cold Mix	3 ton(s)	\$186.00
			Location Total =	\$243.59

Daily Work History & Materials Used  
(By Location)

Period: 1/1/2014 - 1/31/2014  
Work: All categories and types

All Assignments  
Caldwell County

Work done in Area: Precinct 3				
<b>CR 267 N. MAIN ST</b>				
Date	Work Done	R&B Material Used	Amount Used	Expense
1/16/2014	Repaired driveway entrance (Type D - 1 ton)	Type D Cold Mix	1 ton(s)	\$62.00
			Location Total =	\$62.00
<b>CR 271 WARD ST</b>				
Date	Work Done	R&B Material Used	Amount Used	Expense
1/16/2014	Repaired driveway entrance (Type D - 1 ton)	Type D Cold Mix	1 ton(s)	\$62.00
			Location Total =	\$62.00
<b>CR 272 WALLER ST</b>				
Date	Work Done	R&B Material Used	Amount Used	Expense
1/16/2014	Repaired driveway entrance (Type D - 1 ton)	Type D Cold Mix	1 ton(s)	\$62.00
			Location Total =	\$62.00
<b>CR 275 LUCKETT ST</b>				
Date	Work Done	R&B Material Used	Amount Used	Expense
1/15/2014	Patched road surface (Type D - 1 ton)	Type D Cold Mix	1 ton(s)	\$62.00
			Location Total =	\$62.00
<b>Material Total for this Area =</b>				<b>\$7,877.97</b>

Daily Work History & Materials Used  
(By Location)

All Assignments  
Caldwell County

Period: 1/1/2014 - 1/31/2014  
Work: All categories and types

Work done in Area: Precinct 4				
<b>CR 74 ARABIAN STALLION RUN</b>				
Date	Work Done	R&B Material Used	Amount Used	Expense
1/8/2014	Patched road surface (Type D - 1.5 tons)	Type D Cold Mix	1.5 ton(s)	\$93.00
			Location Total =	\$93.00
<b>CR 75 BRIDAL BIT LN</b>				
Date	Work Done	R&B Material Used	Amount Used	Expense
1/8/2014	Patched road surface (Type D - 1.5 tons)	Type D Cold Mix	1.5 ton(s)	\$93.00
			Location Total =	\$93.00
<b>CR 76 MUSTANG MEADOW RUN</b>				
Date	Work Done	R&B Material Used	Amount Used	Expense
1/8/2014	Patched road surface (Type D - 1.5 tons)	Type D Cold Mix	1.5 ton(s)	\$93.00
			Location Total =	\$93.00
<b>CR 77 PINTO PONY PATH</b>				
Date	Work Done	R&B Material Used	Amount Used	Expense
1/8/2014	Patched road surface (Type D - 1.5 tons)	Type D Cold Mix	1.5 ton(s)	\$93.00
			Location Total =	\$93.00
<b>CR 94 BROKEN ARROW LN</b>				
Date	Work Done	R&B Material Used	Amount Used	Expense
1/22/2014	Bladed surface			
<b>CR 95 MULESHOE RD</b>				
Date	Work Done	R&B Material Used	Amount Used	Expense
1/22/2014	Bladed surface (0.4 miles)			
<b>CR 96A COYOTE RUN</b>				
Date	Work Done	R&B Material Used	Amount Used	Expense
1/14/2014	Bladed surface (0.5 miles)			



Daily Work History & Materials Used  
(By Location)

Period: 1/1/2014 - 1/31/2014  
Work: All categories and types

All Assignments  
Caldwell County

**Work done in Area: Precinct 4**

**CR 96 SAGE HOLLOW RD**

Date	Work Done	R&B Material Used	Amount Used	Expense
1/22/2014	Bladed surface			

**CR 97 GRANDPA RD**

Date	Work Done	R&B Material Used	Amount Used	Expense
1/14/2014	Bladed surface (0.4 miles)			

**CR 98 SPOTTED HORSE TR**

Date	Work Done	R&B Material Used	Amount Used	Expense
1/22/2014	Bladed surface (1 mile)			

**CR 158 TAYLORSVILLE RD (CR 165 to E.FM 20)**

Date	Work Done	R&B Material Used	Amount Used	Expense
1/3/2014	Put up PRIVATE road name sign (@ Chapparral Trl.)	#30901 - 10' Green U-Channel Post	1 each	\$19.59
		County Road Name Sign	1 each	\$0.00
		Private Road Name Sign	1 each	\$0.00
			Location Total =	\$19.59

**CR 165 SANDHOLLER RD**

Date	Work Done	R&B Material Used	Amount Used	Expense
1/30/2014	Bladed surface (0.3 miles) (spot bladed)			

**CR 169 ST. JOHNS RD**

Date	Work Done	R&B Material Used	Amount Used	Expense
1/14/2014	"Don't Mess Up Caldwell County"	"No Dumping" (24x24)	1 each	\$31.00
			Location Total =	\$31.00

**CR 174 LYTTON LN**

Date	Work Done	R&B Material Used	Amount Used	Expense
1/17/2014	Bladed surface (From CR 175 to FM 1854)			

Daily Work History & Materials Used  
(By Location)

Period: 1/1/2014 - 1/31/2014  
Work: All categories and types

All Assignments  
Caldwell County

Work done in Area: Precinct 4				
<b>CR 174 LYTTON LN</b>				
Date	Work Done	R&B Material Used	Amount Used	Expense
1/21/2014	Bladed surface (1.5 miles)			
<b>CR 175 TOMAHAWK TR</b>				
Date	Work Done	R&B Material Used	Amount Used	Expense
1/14/2014	Trimmed brush or trees			
1/16/2014	Bladed surface (2 miles)			
1/29/2014	Installed 6' post w/reflector	#30147 - Yellow Delineator - 4x4	1 each	\$1.70
		#30920 - 6' Green Delineator Post	1 each	\$6.98
			Location Total =	\$8.68
<b>CR 176 OLD LOCKHART RD (CR 177 to Hwy. 21)</b>				
Date	Work Done	R&B Material Used	Amount Used	Expense
1/14/2014	Installed 6' post w/reflector	#30147 - Yellow Delineator - 4x4	1 each	\$1.70
		#30920 - 6' Green Delineator Post	1 each	\$6.98
			Location Total =	\$8.68
<b>CR 177 WILLIAMSON RD (FM 1854 to CR 176)</b>				
Date	Work Done	R&B Material Used	Amount Used	Expense
1/15/2014	Bladed surface (2 miles)			
<b>CR 178 HOMANN RD</b>				
Date	Work Done	R&B Material Used	Amount Used	Expense
1/14/2014	Bladed surface (2 miles)			
<b>CR 179 BARTH RD (1854 to FM 672)</b>				
Date	Work Done	R&B Material Used	Amount Used	Expense
1/3/2014	Patched road surface (Type D - 8 tons)	Type D Cold Mix	8 ton(s)	\$496.00
1/17/2014	Patched road surface (Type D - 5 tons)	Type D Cold Mix	5 ton(s)	\$310.00
			Location Total =	\$806.00

Daily Work History & Materials Used  
(By Location)

Period: 1/1/2014 - 1/31/2014  
Work: All categories and types

All Assignments  
Caldwell County

**Work done in Area: Precinct 4**

**CR 179 HOMANNVILLE TR (FM 1185 to Hwy. 183)**

Date	Work Done	R&B Material Used	Amount Used	Expense
1/13/2014	Bladed surface (3.8 miles)			
1/29/2014	Installed 6' post w/reflector	#30147 - Yellow Delineator - 4x4	1 each	\$1.70
		#30920 - 6' Green Delineator Post	1 each	\$6.98
			Location Total =	\$8.68

**CR 182 DRY CREEK RD (FM 672 to Gravel)**

Date	Work Done	R&B Material Used	Amount Used	Expense
1/7/2014	Installed "work signs"	#30901 - 10' Green U-Channel Post	1 each	\$19.59
		Road Work Ahead	1 each	\$48.40
			Location Total =	\$67.99

**CR 182 DRY CREEK RD (Gravel to CR 183)**

Date	Work Done	R&B Material Used	Amount Used	Expense
1/9/2014	Put up "Bridge Markers"	#30920 - 6' Green Delineator Post	1 each	\$6.98
		#OM-3L - Left Bridge Marker	1 each	\$23.25
1/14/2014	Replaced road culvert (3) 36"x30 round culverts,city base 72 tons	36"x30' Arched Culvert Pipe	3 each	\$2,304.00
		Grade 2 City Base	72 ton(s)	\$270.00
		Ready Mix	15 each	\$135.00
1/15/2014	Cleaned out or fixed road culvert (Added slag - 48 tons)	Slag	48 ton(s)	\$84.00
1/16/2014	Repaired Washout (@ culvert; 12 tons slag/24 tons 3/4" base)	3/4" base to dust	24 ton(s)	\$384.00
		Slag	12 ton(s)	\$21.00
1/17/2014	Repaired Washout (@ culvert & r.o.w. - Slag - 48 tons)	Slag	48 ton(s)	\$84.00
	Put up "Bridge Markers"	#30920 - 6' Green Delineator Post	2 each	\$13.96
		#OM-3L - Left Bridge Marker	1 each	\$23.25
		#OM-3R - Right Bridge Marker	2 each	\$46.50
1/29/2014	Bladed surface (2 miles)			
1/30/2014	Bladed surface (1.5 miles)			
			Location Total =	\$3,395.94

Daily Work History & Materials Used  
(By Location)

Period: 1/1/2014 - 1/31/2014  
Work: All categories and types

All Assignments  
Caldwell County

<b>Work done in Area: Precinct 4</b>
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**CR 294 DALE LN**

Date	Work Done	R&B Material Used	Amount Used	Expense
1/17/2014	Patched road surface (Type D - 1 ton)	Type D Cold Mix	1 ton(s)	\$62.00
1/23/2014	Patched road surface (Type D - 1 ton)	Type D Cold Mix	1 ton(s)	\$62.00
			Location Total =	\$124.00

**Material Total for this Area = \$4,842.56**

Daily Work History & Materials Used  
(By Location)

Period: 1/1/2014 - 1/31/2014  
Work: All categories and types

All Assignments  
Caldwell County

Work done in Area: Pets 1 & 2

**CR 114 MINERAL SPRINGS RD (Hwy. 183 to FM 671)**

Date	Work Done	R&B Material Used	Amount Used	Expense
1/23/2014	Set out "Watch for Ice" barricades			

**CR 207 BURDETTE WELLS RD (From S. US HWY 183 to Bridge)**

Date	Work Done	R&B Material Used	Amount Used	Expense
1/13/2014	Patched road surface (1.5 miles) (Type D - 2 tons)	Type D Cold Mix	2 ton(s)	\$124.00
1/23/2014	Set out "Watch for Ice" barricades			

Location Total = \$124.00

**Material Total for this Area = \$124.00**

Daily Work History & Materials Used  
(By Location)

All Assignments  
Caldwell County

Period: 1/1/2014 - 1/31/2014  
Work: All categories and types

Work done in Area: Pcts 1 & 3				
<b>CR 221 ROLLING RIDGE RD (Hwy. 183 to CR 233)</b>				
Date	Work Done	R&B Material Used	Amount Used	Expense
1/10/2014	Installed new reflectors	30324-12A -6"x24" yellow reflector	2 each	\$9.98
			Location Total =	\$9.98
<b>CR 230 JOLLEY RD (CR 104 to FM 2720)</b>				
Date	Work Done	R&B Material Used	Amount Used	Expense
1/10/2014	Installed 6' post w/reflector	#30147 - Yellow Delineator - 4x4	2 each	\$3.40
		#30920 - 6' Green Delineator Post	1 each	\$6.98
1/13/2014	Bladed surface (1 mile) (FM 2720 to CR 229)			
1/14/2014	Bladed surface (spot bladed)			
			Location Total =	\$10.38
<b>CR 232 BOBWHITE RD</b>				
Date	Work Done	R&B Material Used	Amount Used	Expense
1/13/2014	Replaced 10' post	#30901 - 10' Green U-Channel Post	1 each	\$19.59
			Location Total =	\$19.59
<b>CR 233 POLONIA RD</b>				
Date	Work Done	R&B Material Used	Amount Used	Expense
1/10/2014	Installed 6' post w/reflector	#30147 - Yellow Delineator - 4x4	1 each	\$1.70
		#30901 - 10' Green U-Channel Post	2 each	\$39.18
			Location Total =	\$40.88
<b>Material Total for this Area =</b>				<b>\$80.83</b>

Daily Work History & Materials Used  
(By Location)

Period: 1/1/2014 - 1/31/2014  
Work: All categories and types

All Assignments  
Caldwell County

Work done in Area: Pcts 1 & 4

**CR 186 OLD KELLEY RD (Bridge to CR 185)**

Date	Work Done	R&B Material Used	Amount Used	Expense
1/29/2014	Bladed surface (1 mile)			

Daily Work History & Materials Used  
(By Location)

Period: 1/1/2014 - 1/31/2014  
Work: All categories and types

All Assignments  
Caldwell County

**Work done in Area: Pcts 2 & 3**

**CR 112 CALLIHAN RD (From CR 115 to San Marcos Hwy.)**

Date	Work Done	R&B Material Used	Amount Used	Expense
1/13/2014	Installed 6' post w/reflector	#30147 - Yellow Delineator - 4x4	1 each	\$1.70
		#30920 - 6' Green Delineator Post	1 each	\$6.98
1/15/2014	Patched road surface (Type D - 2 tons)	Type D Cold Mix	2 ton(s)	\$124.00
			Location Total =	\$132.68

**CR 114 MINERAL SPRINGS RD (FM 671 to CR 115))**

Date	Work Done	R&B Material Used	Amount Used	Expense
1/22/2014	Bladed surface (3.3 miles)			
1/23/2014	Set out "Watch for Ice" barricades			

**Material Total for this Area = \$132.68**

**Material Total for all Areas = \$42,478.22**



## Equipment Maintenance Details

Equipment: All types

Caldwell County

Maintenance: All categories

All assignments

Personnel: All personnel

1/1/2014 - 1/31/2014

### District Attorney's Office

#### DA1 Car 2012 Chevy Impala

Date	Maintenance Category	When	Personnel
1/9/2014	Routine service	28718 miles	John Franklin
	Engine	POF2500 (1) oil filter, 15W40 (6) oil	
	Inspection	G30725974 - state inspection	

#### DA2 Pick-up 2002 Ford F150 (District Attorney)

Date	Maintenance Category	When	Personnel
1/29/2014	Major repairs	208391 miles	John Franklin
	Transmission	1L3Z7V000FRM (1) Ford Transmission	
1/29/2014	Repair work		John Franklin
	Brakes	PGD711M (1) rear disc pad set	
	Engine	10121 (3) 75W140 synthetic gear oil	
	Rear Axle	3895465100 (1) pinion nut, BR3Z4676A (1) pinion seal, M802011 (1) pinion brg race, M802048 (1) pinion bearing, B7A4662A (1) bearing crush sleeve	
	Rear Axle	630215 (1) axle shaft (Ford aftermarket), 630216 (1) axle shaft (Ford aftermarket), E3TZ1225AA (2) axle shaft bearings	
1/29/2014	Routine service		Darius Musgrave
	Brakes	XW4Z4221AA (2) bearing carrier assy. D9AZ4222A (2) bearing race carrier assy, BRS40 (2) axle shaft seals	
	Engine	PAF4878 (1) air filter, POF4651 (1) oil filter, 15W40 (6.5) oil	
	Wheels	LT245/75R16 (2) transforce AT Firestone, (2) valve stems, (4) wheel weights	

### Heavy equipment

#### G-10 Maintainer, Gallion 830 (SN#V03623)

Date	Maintenance Category	When	Personnel
1/23/2014	Repair work	10124 hours	Donnie Barker
	Wheels	13.00 R 24 (1) double coin - stock	
1/13/2014	Repair work	6090 hours	Donnie Barker
	Cab	1433159H1 (1) window glass, 1433100H1 (1) glass, 64517C1 (1) seal - Waukesha	

## Equipment Maintenance Details

Equipment: All types

Caldwell County

Maintenance: All categories

All assignments

Personnel: All personnel

1/1/2014 - 1/31/2014

### Heavy equipment

#### G-15 Maintainer, Cat 120-H

Date	Maintenance Category	When	Personnel
1/15/2014	Repair work	7227 hours	Richard Martinez
	Miscellaneous	13 (2) wipers - NAPA	

#### G-16 Maintainer, Cat 120-H

Date	Maintenance Category	When	Personnel
1/17/2014	Routine service	7177 hours	Donnie Barker
	Engine	183-8597 (2) speed sensor trans, 5T-1362 (2) U Joints, 5P-3863 (1) o-ring, 8X2650 (1) brake air valve, 8X2646 (1) lever brake, 7C-0752 (3) exhaust clamp turbo - all CAT	
	Engine	46477 (1) air filter, 46689 (1) cabin, 51792 (1) oil filter, 57720 (1) trans filter - all Parts Plus, 15-40 (5 gal.) oil - stock	
	Engine	24314 (2) cabin filter, 33606 (1) fuel filter, 33640 (1) fuel filter, 46476 (1) air filter - all Parts Plus	
	Engine	GB41017 (2) blades, NB-18 (1) wiper blade - both stock, ANC-31-13 (2) wipers, ANC-31-14 (1) wiper, MIL-5-715 (1) air disconnect - all Parts Plus, 25-081035 (1) drive belt - NAPA, TF (3) trans flush - NAPA	

#### G-17 Maintainer, Cat 120-H

Date	Maintenance Category	When	Personnel
1/14/2014	Routine service	6056 hours	Donnie Barker
	Miscellaneous	GB41017 (2) blades - stock	

#### G-18 Maintainer, Cat 120-H

Date	Maintenance Category	When	Personnel
1/28/2014	Repair work	7390 hours	Donnie Barker
	Engine	25-081035 (1) serpentine belt - NAPA, 224-0003 (1) air compressor, 205-7187 (1) air governor, 5T-1362 (2) bearings, u-joints - all Holt Cat	
1/22/2014	Routine service	7383 hours	Richard Martinez
	Miscellaneous	(2) blades	
1/17/2014	Repair work	7375 hours	Richard Martinez
	Miscellaneous	157-8087 (1) horn cover	
1/15/2014	Routine service		Richard Martinez
	Miscellaneous	3G1701 (1) spring on horn button ???, (2) blades	

## Equipment Maintenance Details

Equipment: All types  
 Maintenance: All categories  
 Personnel: All personnel

Caldwell County  
 All assignments  
 1/1/2014 - 1/31/2014

### Heavy equipment

#### G-18 Maintainer, Cat 120-H

Date	Maintenance Category	When	Personnel
1/3/2014	Routine service	7350 hours	Donnie Barker
	Electrical	103-5678 (1) dimmer switch - Holt Cat, 3E6477 (1) relay - Holt Cat, 334-5410 - Holt, 3T-2662 (1) breaker - Holt Cat	
	Engine	46476 (1) outter filter - stock, 15-40 (5 gal.) oil - stock	
	Engine	24314 (2) cabin filter, 33606 (1) fuel filter, 33640 (1) fuel, 46477 (1) air, 46689 (1) air, 51792 (1) oil filter, 57197 (1) hyd filter, - all Parts Plus, 57720 (1) hyd filter - stock	

### Plum Creek Conservation

#### PC1 Pick-up truck 2012 Chev Nick-Plum Creek Water Shed

Date	Maintenance Category	When	Personnel
1/13/2014	Repair work	44870 miles	John Franklin
	Wheels	LT245/7597 (4) Firestone Transforce HT, (8) wheel weights	

### Light equipment

#### B1 Backhoe 2012 John Deere 310SJ

Date	Maintenance Category	When	Personnel
1/6/2014	Routine service	1336 hours	Donnie Barker
	Engine	33033 (1) fuel return filter - stock, 15-40 (5 gal.) oil - stock	
	Engine	AM107314 (1) fuel filter, breather, AT191102 (1) air filter, cabin, RE529643 (1) fuel filter, RE522878 (1) fuel filter, AT332908 (1) air outter, AT332909 (1) air inner, RE504836 (1) oil filter, AT179323 (1) trans filter, AT308274 (1) hyd filter - All RDO	

#### B-3 Backhoe 2006 John Deere

Date	Maintenance Category	When	Personnel
1/6/2014	Repair work	3648 hours	Donnie Barker
	Miscellaneous	57709 (1) hyd filter, 15-40 (5 gal.) hyd ol, AT194687 (1) seal kit	

### Heavy vehicles

#### AD-1 Distributor, 2002 Freightliner

Date	Maintenance Category	When	Personnel
1/3/2014	Inspection sticker	62271 miles	Richard Martinez
	Inspection	state inspection - G29766920	

## Equipment Maintenance Details

Equipment: All types	Caldwell County
Maintenance: All categories	All assignments
Personnel: All personnel	1/1/2014 - 1/31/2014

### Heavy vehicles

D-10 Dump Truck, 1997 Ford (12 yd)			
Date	Maintenance Category	When	Personnel
1/10/2014	Repair work	376008 miles	Richard Martinez
	Miscellaneous	8146 (1) axle locks switch	
D-14 Dump Truck, 2008 Intl (12 yd)			
Date	Maintenance Category	When	Personnel
1/22/2014	Repair work	114839 miles	Mike Cheatham
	Miscellaneous	2505817C2 (1) mirror - stock	
1/16/2014	Repair work		Richard Martinez
	Miscellaneous	3605681C2 (1) hose	
D-15 Dump Truck, 1998 Ford (8 yd)			
Date	Maintenance Category	When	Personnel
1/30/2014	Repair work	159587 miles	Mike Cheatham
	Electrical	40232-5 (2) reflectors, 1157 (1) tail light bulb - both stock	
1/3/2014	Inspection sticker	159553 miles	Mike Cheatham
	Inspection	state inspection G29766918	
D-16 Dump Truck, 1998 Ford (8 yd)			
Date	Maintenance Category	When	Personnel
1/14/2014	Repair work	139513 miles	Richard Martinez
	Electrical	H31 (1) battery	
D-3 Dump Truck 2013 International 7500 6x4			
Date	Maintenance Category	When	Personnel
1/23/2014	Repair work	14357 miles	Donnie Barker
	Miscellaneous	24x36 mud flap (1) stock	
D-44 Belly Dump, 2008 Freightliner			
Date	Maintenance Category	When	Personnel
1/13/2014	Inspection sticker	171834 miles	Donnie Barker
	Inspection	G29766923 - truck; Y00051870 - trailer - inspection	

## Equipment Maintenance Details

Equipment: All types	Caldwell County
Maintenance: All categories	All assignments
Personnel: All personnel	1/1/2014 - 1/31/2014

### Heavy vehicles

D-5 Dump Truck, 2009 Ford (8 yd)			
Date	Maintenance Category	When	Personnel
1/7/2014	Routine service	69405 miles	Donnie Barker
	Engine	49666 (1) air filter, 57791 (1) oil filter, ATP-B201 (1) trans filter, 33626 (1) fuel, 33736 (1) fuel - all Parts Plus, 15-40 (5 gal.) oil - stock	
	Miscellaneous	19 (2) wiper blades - stock	
	Wheels	11R22.5 (1) tire/bridgestone - stock	

### Light vehicles

M2 Pick-up truck 2013 Ford F250 Supercab			
Date	Maintenance Category	When	Personnel
1/22/2014	Routine service	39071 miles	Richard Martinez
	Engine	F18205 (1) oil filter, 5-20 (7 qts.) oil	

Unit -10 Pick-up, 2003 Ford F250			
Date	Maintenance Category	When	Personnel
1/29/2014	Repair work	275157 miles	Richard Martinez
	Miscellaneous	YC3Z-17K707CA (1) mirror	
1/23/2014	Repair work	274764 miles	Richard Martinez
	Electrical	H6054 (1) head light	
1/9/2014	Repair work	274241 miles	Richard Martinez
	Electrical	H35SN12 (2) bulbs	

Unit -3 Pickup 2009 Chevy 2500 Silverado			
Date	Maintenance Category	When	Personnel
1/30/2014	Repair work	114819 miles	Donnie Barker
	Engine	911-019 (1) vent valve - Parts Plus	
1/7/2014	Inspection sticker	13109 miles	Richard Martinez
	Inspection	State Inspection - G29766921	

UNIT -8 Pickup, 2005 Ford F150			
Date	Maintenance Category	When	Personnel
1/7/2014	Repair work	172299 miles	Richard Martinez
	Engine	21372 (1) oil filter, 26418 (1) air filter, 15-40 (6) oil - stock	

## Equipment Maintenance Details

Equipment: All types	Caldwell County
Maintenance: All categories	All assignments
Personnel: All personnel	1/1/2014 - 1/31/2014

### Light vehicles

#### UNIT-4 Pickup, 1994 Ford

Date	Maintenance Category	When	Personnel
1/3/2014	Inspection	1033049 miles	Mike Cheatham
	Inspection	state inspection - G29766919	

### Tractors & attachments

#### FT-11 Tractor, New Holland 5610

Date	Maintenance Category	When	Personnel
1/7/2014	Repair work		Mike Cheatham
	Electrical	7565 (1) battery - Napa; 7565 (1) battery core - Napa	

### Bldg. Maint.

#### BM5 Pick-up truck 2009 Chev

Date	Maintenance Category	When	Personnel
1/8/2014	Routine service	68503 miles	John Franklin
	Engine	PAF5314 (1) air filter, POF2222 (1) oil filter, 15W40 (6) oil	
	Miscellaneous	25-220 (2) wiper blades	

### Constable

#### 501 Car 2005 Ford Crown Victoria (Constable Pct. 1)

Date	Maintenance Category	When	Personnel
1/21/2014	Repair work	114348 miles	John Franklin
	Wheels	225/60R16 (1) cade RSA Goodyear (1) valve stem (2) wheel weights	
1/2/2014	Repair work		John Franklin
	Electrical	SC34DU (1) battery	

#### 904 Car 1998 Ford Crown Victoria (Constable Reserve)

Date	Maintenance Category	When	Personnel
1/8/2014	Routine service	244812 miles	John Franklin
	Electrical	MTP-65 (1) battery, 7000 (1) super start battery end, 26912HD (1) ? Cable ends	
1/8/2014	Routine service	244812 miles	John Franklin
	Engine	PAF4343 (1) air filter, POF4651 (1) oil filter, 15W40 (6.5) oil	

## Equipment Maintenance Details

Equipment: All types  
 Maintenance: All categories  
 Personnel: All personnel

Caldwell County  
 All assignments  
 1/1/2014 - 1/31/2014

### Emergency Mgmt.

#### EM2 Pick-up truck 2012 Chev

Date	Maintenance Category	When	Personnel
1/31/2014	Routine service	19674 miles	John Franklin
	Engine	PAF5314 (1) air filter, POF2222 (1) oil filter, 15W40 (6.0) oil	

### Environmental Dept.

#### ED-1 Pickup Truck 2008 Chevy (Mike Bittner/Trash)

Date	Maintenance Category	When	Personnel
1/17/2014	Routine service		John Franklin
	Brakes	855P6 (1) rear brake shoe set	
	Electrical	95-7460 (1) light pigtail	
	Engine	PAF5314 (1) air filter, POF2222 (1) oil filter, 15W40 (6) oil, 12580760 (1) throttle body assy	

### Juvenile Probation Dept.

#### JP1 Car 1999 Ford Crown Victoria (Juvenile Probation)

Date	Maintenance Category	When	Personnel
1/15/2014	Routine service	143057 miles	John Franklin
	Engine	PAF4343 (1) air filter, POF4651 (1) oil filter, 15W40 (5.5) oil	
	Inspection	(1) state inspection - G30725976	
	Miscellaneous	31-22 (2) wiper blade	

#### JP3 Van 2000 Chevrolet (Juvenile Probation)

Date	Maintenance Category	When	Personnel
1/15/2014	Inspection sticker		John Franklin
	Inspection	state inspection (1)	

### Sanitation Dept.

#### Pick-up 2009 Chev 4wd Ext Cab

Date	Maintenance Category	When	Personnel
1/7/2014	Inspection sticker	12559 miles	Mike Cheatham
	Inspection	G29766922 - State Inspection	

## Equipment Maintenance Details

Equipment: All types	Caldwell County
Maintenance: All categories	All assignments
Personnel: All personnel	1/1/2014 - 1/31/2014

### Sheriff's Dept.

10 Car 2010 Ford 4 door			
Date	Maintenance Category	When	Personnel
1/14/2014	Routine service	97475 miles	Darius Musgrave
	Electrical	P3779 (1) thermostat	
	Engine	(1) gal. anti-freeze	
	Engine	11026R (1) alternator (A-1 Rebuilt)	
	Engine	35489 (1) outlet seal, POF241 (1) lof oil filter, PPF8018 (1) fuel filter, PAF4343 (1) air filter, 15W40 (6.5) oil	
	Wheels	235/55R17 (4) Goodyear Eagle RSA, (4) valve stems, 6G2Z1A1930 (1) sensor band kit, (8) wheel weights	
101 Pick-up 2011 Ford F250			
Date	Maintenance Category	When	Personnel
1/10/2014	Routine service	40753 miles	John Franklin
	Engine	POF6128 (1) oil filter, 15W40 (20 qts.) oil shaeffers, 5.0 DEF blue	
102 Car 1999 Ford Crown Victoria 4 door			
Date	Maintenance Category	When	Personnel
1/16/2014	Repair work	59351 miles	Darius Musgrave
1/16/2014	Repair work	159351 miles	Darius Musgrave
	Electrical	7795 (1) alternator (A-1 rebuild)	
	Engine	E2272S (1) fuel pump assy., POF4651 (1) oil filter, 15W40 (6) oil, PPF8018 (1) fuel filter	
112 Mini-Van 2012 Toyota			
Date	Maintenance Category	When	Personnel
1/30/2014	Repair work	50476 miles	John Franklin
	Miscellaneous	NR814A (1) rear wiper, NB28 (1) wiper blade, NB20 (1) wiper blade	
201 Car 2002 Ford Taurus 4 door			
Date	Maintenance Category	When	Personnel
1/8/2014	Repair work	112310 miles	John Franklin
	Inspection	G30725975 - state inspection	
	Miscellaneous	43063 (1) new water pump, MP8-61 (1) MP8-61 antifreeze	



## Equipment Maintenance Details

Equipment: All types  
 Maintenance: All categories  
 Personnel: All personnel

Caldwell County  
 All assignments  
 1/1/2014 - 1/31/2014

### Sheriff's Dept.

207 Car 2002 Ford Crown Victoria 4 door			
Date	Maintenance Category	When	Personnel
1/21/2014	Repair work	146737 miles	John Franklin
	Engine	IC369 (2) ignition coils, AP104 (2) spark plugs, 702418 (8) spark plug insulators, 6134 (1) napa air filter, 8018 (1) fuel filter	
208 Car 2002 Ford Crown Victoria (Jail)			
Date	Maintenance Category	When	Personnel
1/27/2014	Routine service	207467 miles	John Franklin
	Engine	PAF4343 (1) air filter, POF4651 (1) oil filter, 15W40 (6) oil	
4 Car, 2000 Ford Crown Victoria			
Date	Maintenance Category	When	Personnel
1/8/2014	Routine service	190068 miles	John Franklin
	Engine	PAF4343 (1) air filter, POF4651 (1) oil filter, 15W40 (6.5) oil	
	Wheels	KG5428 (2) KYB ?, MK80708 (1) upper control arm assy., MK80709 (1) Upper control arm assy, PK8685 (2) lower ball joints, PK8953 (2) sway bar link kits, K8283 (1) idler arm, (1) alignment (Straight Auto)	
502 Van 2005 Ford E350 Van (Jail)			
Date	Maintenance Category	When	Personnel
1/30/2014	Inspection sticker	51021 miles	John Franklin
	Inspection	state inspection (1) G30725978	
607 Car 2006 Ford Crown Victoria 4 door			
Date	Maintenance Category	When	Personnel
1/30/2014	Routine service	136501 miles	John Franklin
	Engine	6814 (1) air filter, POF4651 (1) oil filter, 15W40 (6.5) oil , SF-16 (2) sea foam	
610 Car 2006 Ford Crown Victoria 4 door			
Date	Maintenance Category	When	Personnel
1/9/2014	Repair work	175959 miles	Darius Musgrave
	Engine	75921 (1) FSA cooling fan	

## Equipment Maintenance Details

Equipment: All types	Caldwell County
Maintenance: All categories	All assignments
Personnel: All personnel	1/1/2014 - 1/31/2014

### Sheriff's Dept.

610 Car 2006 Ford Crown Victoria 4 door			
Date	Maintenance Category	When	Personnel
1/8/2014	Routine service	217588 miles	John Franklin
	Engine	PAF4343 (1) air filter, POF4651 (1) oil filter, 15W40 (6.5) oil	
	Wheels	235/55R17 (4) Goodyear Eagle RSA, (4) valve stems, (8) wheel weights	
611 Car 2006 Ford Crown Victoria 4 door			
Date	Maintenance Category	When	Personnel
1/14/2014	Repair work	190475 miles	Darius Musgrave
	Electrical	9007 - headlight bult	
	Engine	PFF8018 (1) fuel filter	
1/8/2014	Routine service	190255 miles	John Franklin
	Electrical	4157 (1) light bulb LR	
	Engine	PAF4343 (1) air filter, POF4651 (1) oil filter, 15W40 (6.5) oil	
	Miscellaneous	IC369 (1) ignition coil #7; AP104 (8) spark plugs	
7 SUV 2010 Ford Escape XLT 4 door (Jail)			
Date	Maintenance Category	When	Personnel
1/10/2014	Repair work		Darius Musgrave
	Miscellaneous	AR12E (1) rear wiper blade	
1/6/2014	Routine service	139097 miles	Darius Musgrave
	Engine	POF2500 (1) oil filter, 15W40 (6) oil, PAF5841 (1) air filter	
8 Car 2010 Ford Sedan			
Date	Maintenance Category	When	Personnel
1/21/2014	Routine service	119940 miles	Darius Musgrave
	Engine	PAF4343 (1) air filter, POF241 (1) oil filter, 15W40 (6.5) oil	
801 Car 2008 Ford Crown Victoria 4 door			
Date	Maintenance Category	When	Personnel
1/13/2014	Repair work	149805 miles	John Franklin
	Wheels	680110P (2) front brake rotors, ATD931P (1) front disc pad set, 235/55R17 (3) cable RSA Goodyear, (3) valve stems, (6) wheel weights	
1/2/2014	Routine service	148509 miles	John Franklin
	Engine	PAF4343 (1) air filter, POF4651 (1) oil filter, 15W40 (6.5) oil	

## Equipment Maintenance Details

Equipment: All types  
 Maintenance: All categories  
 Personnel: All personnel

Caldwell County  
 All assignments  
 1/1/2014 - 1/31/2014

**Sheriff's Dept.**

803 Car 2008 Ford Crown Victoria 4 door

Date	Maintenance Category	When	Personnel
1/31/2014	Routine service	176417 miles	Darius Musgrave
	Engine	POF4651 (1) oil filter, 15W40 (6.5) oil	
1/14/2014	Repair work		John Franklin
	Engine	8315 (1) alternator (A-1 Rebuilt)	
	Miscellaneous	31-22 (2) wiper blades	

806 Pick-up 2008 Chevy Silverado

Date	Maintenance Category	When	Personnel
1/8/2014	Repair work	71858 miles	John Franklin
	Electrical	H1155 (1) low beam headlight	

807 Pick-up 2008 Chevy 1500 Silverado

Date	Maintenance Category	When	Personnel
1/21/2014	Routine service	114115 miles	Darius Musgrave
	Engine	PAF5314 (1) air filter, POF2222 (1) oil filter, 15W40 (6) oil	

902 Car 2009 Ford Crown Victoria

Date	Maintenance Category	When	Personnel
1/16/2014	Routine service		Darius Musgrave
	Engine	POF241 (1) oil filter, 15W40 (6.5) oil	

903 Car 2009 Ford Crown Victoria 4 door

Date	Maintenance Category	When	Personnel
1/10/2014	Routine service	160154 miles	John Franklin
	Engine	PAF4343 (1) air filter, POF4551 (1) oil filter, 15W40 (6.5) oil shaeffer	
	Miscellaneous	31-22 (2) wiper blades	

**Service Request / Work Order History**  
(Pending and Completed by Location)

Assignment: All  
1/1/2014 - 1/31/2014  
All Types of Work  
All Locations in All Areas

Caldwell County

**Precinct 1: County Roads**

Location	WO Date	WO#	Type of Work	Caller / Source	Completed
CR 194 CLEAR FORK RD (From CR 205 to Hwy. 86)	1 /16/2014	1124	Other right-of-way work	Alfredo Munoz	1/27/2014
CR 215 WESTWOOD RD	1 /3 /2014	1114	Blade; Add material 1-13 bladed - no material added	John	1/13/2014

**Precinct 2: County Roads**

Location	WO Date	WO#	Type of Work	Caller / Source	Completed
CR 31 RAWHIDE LN	1 /7 /2014	1115	Blade surface	David Wolbert	1/8/2014
CR 90 PEBBLESTONE RD	1 /17/2014	1125	Add base 1-29 bladed - no base added	Eileen Jernigan	1/29/2014
CR 151 SANDY FORK RD	1 /14/2014	1119	Blade surface	Candace	1/17/2014
CR 160 OLD COLONY LINE RD (E.FM 20 to FM 713)	1 /10/2014	1116	Blade; Add material 01-17-14 - No material added	Lauri B	1/17/2014
CR 160 OLD COLONY LINE RD (FM 86 to FM 3158)	1 /14/2014	1120	Patch road surface	Michell	1/21/2014
CR 201 CATTLEMENS ROW (CR 202 to CR 210)	1 /17/2014	1126	Blade surface	Lupe	2/3/2014

**Precinct 3: County Roads**

Location	WO Date	WO#	Type of Work	Caller / Source	Completed
CR 106 WEST RIDGE RD	1 /15/2014	1122	Blade surface	Nieto Madrigal	1/16/2014

**Precinct 4: County Roads**

Location	WO Date	WO#	Type of Work	Caller / Source	Completed
CR 98 SPOTTED HORSE TR	1 /14/2014	1121	Blade surface	Mike Bittner	1/22/2014
CR 171 SEMINOLE TR	1 /27/2014	1127	Blade surface		
CR 174 LYTTON LN	1 /15/2014	1123	Blade surface	Mike	1/21/2014

**Service Request / Work Order History**  
(Pending and Completed by Location)

Assignment: All  
1/1/2014 - 1/31/2014  
All Types of Work  
All Locations in All Areas

Caldwell County

**Precinct 4: County Roads**

Location	WO Date	WO#	Type of Work	Caller / Source	Completed
CR 175 TOMAHAWK TR	1 /14/2014	1118	Blade surface 1-16 2nd request. - blade	Sheila	1/16/2014
CR 179 HOMANNVILLE TR (FM 1185 to Hwy. 183)	1 /10/2014	1117	Blade surface	K White	1/13/2014

**Pcts 1 & 4: County Roads**

Location	WO Date	WO#	Type of Work	Caller / Source	Completed
CR 186 OLD KELLEY RD (Bridge to CR 185)	1 /28/2014	1128	Blade; Add material 1-29 bladed; no material added	Mrs. Lowe	1/29/2014

2/4/14

## Report to Commissioners Court Jan. 2014 Caldwell Co. Veterans Service Officer

### Overview

January picked up right where December left off with continuing VA Pension services for the many, new claims that began last month. We were unable to submit any complete pension packages due to the myriad of untimely supporting documentation from nursing homes and doctors. As such, "Informal" pension claims were submitted to preserve a retroactive pay date if and when a favorable decision is received. The highlight for pensions in January was a favorable decision received after a lengthy and convoluted process with Pension Management Center. A maximum award was granted with retroactive payments back to May 1, 2012. In all, VA pension related assistance accounted for 40% of department business.

Service connected compensation claims and assistance ticked up in January accounting for 34 % of department business compared to 26% in December. General assistance accounted for 26%.

\*

- *Pensioners assistance, ongoing – 10*
- *Pension assistance, new – 2*
- *Pension packages submitted – 0*
- *Pension decisions received – 1*
- *Service connected (SC) disability, ongoing – 4*
- *SC assistance, new claim – 2*
- *SC assistance, appeals – 3*
- *SC packages submitted – 2*
- *SC decisions received – 0*
- *General assistance - 9*

\* These figures do not include general inquiries in which only information was provided via telephone or in-person. They represent actual services provided. Additionally, these figures do not factor in assistance for the same person on multiple occasions, i.e. 5 visits by the same person = 1.

**2014.02.18.07 Special Presentations.  
None.**

**2014.02.18.08 Discussion of possible historical tribute to Caldwell County. Matthew Caldwell marker. Cost: Up to \$32,000; Speaker: Commissioner Buchholtz; Backup: 1.**





MATTHEW CALDWELL  
("OLD PAINT")

BORN IN KENTUCKY IN 1798  
DIED AT GONZALES DEC 28, 1842  
SIGNER OF THE TEX. DECLARATION  
OF INDEPENDENCE; SERVED IN THE  
ARMY IN 1836; APPOINTED CAPTAIN  
OF RANGERS JANUARY 15, 1839;  
PARTICIPATED IN THE BATTLE OF  
PLUM CREEK AUGUST 12, 1840;  
COMMANDED A COMPANY ON THE  
SANTA FE EXPEDITION IN 1841;  
COMMANDER OF THE TEXAS FORCES  
IN THE WOLL CAMPAIGN OF 1842.  
ERECTED BY THE STATE OF TEXAS.

## **CALDWELL, MATHEW**

**CALDWELL, MATHEW** (1798–1842). Mathew Caldwell, a signer of the Texas Declaration of Independence and soldier in the Texas army, was born in Kentucky on March 8, 1798. He moved to Missouri with his family in 1818 and settled in Texas in the DeWitt colony<sup>qv</sup> in 1831. He has been called “the Paul Revere of the Texas Revolution” because he rode from Gonzales to Bastrop to call men to arms before the battle of Gonzales in October 1835; he was also called “Old Paint” because his whiskers were spotted. Caldwell served as one of the two delegates from Gonzales Municipality at the Convention of 1836 at Washington-on-the-Brazos. On March 2, 1836, after the signing of the Declaration of Independence, the convention dispatched couriers with the news and sent Caldwell with one of the couriers to the Texas army in order to ascertain the condition of the force and the movements of the enemy on the frontier.

On January 15, 1839, President Mirabeau B. Lamar named Caldwell captain of a company of rangers to be raised for the defense of Goliad. On March 23, 1839, Caldwell became captain of a company in the First Regiment of Infantry. He was wounded at the Council House Fight in March 1840 but headed a company at the battle of Plum Creek on August 12. As captain of Company D of the scouting force on the Texan Santa Fe expedition in 1841, he was captured with the expedition and imprisoned in Mexico. Upon release he hastened to the relief of San Antonio and on September 18, 1842, commanded a force of 200 men who met and defeated Adrián Woll in the battle of Salado Creek.

Caldwell was noted as married in the list of DeWitt colony settlers in 1831, but his first wife’s name is not known; he married Mrs. Hannah Morrison in Washington County on May 17, 1837, and had at least three children. He died at his home in Gonzales on December 28, 1842, and was buried with military honors. Caldwell County, established in 1848, was named in his honor. In 1930 the state of Texas erected a monument at his grave in the cemetery at Gonzales.

# Savings items for consideration

for the regular meeting agenda



**Braun & Butler**  
Construction

Date: January 9, 2014  
To: Les Reddin  
LongLife Projects  
From: Mack Ellis  
Re: CCJC budget savings

---

Les,  
Below is a list of savings as listed on your meeting minutes dated 12-22-13 as well as millwork buy out and wage scale.

Skylight	\$ 8,500
Terrazzo seal	\$ 34,150
Clocks	\$ 1,800
A/V at Multi-purpose room (leaves a balance of \$8,000)	\$ 30,000
Landscape Island demolition (B&B does not recommend)	\$ 8,000
Casework / Millwork	\$ 166,545
Wage Scale	\$ 99,890
Mechanical	\$ 84,650
Plumbing	\$ 15,240
Electrical	\$ -0-

---

**Total Savings** **\$ 348,885**

If the county decides to remove the savings from the contract via a change order add \$ 10,466 to the above total for Fee savings. If they decide to create an owners contingency and leave the savings in the budget the fee savings will remain in our fee line item, however we only collect 3% of the total budget used.

If you have any questions please do not hesitate to contact me.

Regards,  
Mack Ellis  
Project Manager

**2014.02.18.09 Discussion/Action** to approve removal of the terrazzo seal in the amount of \$34,150 and moved to contingency fund. **Cost:** None;  
**Speaker:** Commissioner Buchholtz;  
**Backup:** 1.

# Savings items for consideration

for the regular meeting agenda



**Braun & Butler**  
Construction

Date: January 9, 2014  
To: Les Reddin  
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Regards,  
Mack Ellis  
Project Manager

**2014.02.18.10 Discussion** on update of the purchase of 1.15 acre south of the new Justice Center. **Cost:** None; **Speaker:** Commissioner Buchholtz/Mack Harrison; **Backup:** None.

**2014.02.18.11 EXECUTIVE SESSION**

pursuant to section 551.072 of the Texas Government Code to deliberate the purchase, exchange, lease, or value of real property (current Caldwell County Judicial Center at 201 E. San Antonio St. and current Caldwell County Tax Assessor-Collector's office at 100 E. Market St.). No action will be taken in executive session.

**2014.02.18.12 Discussion/Action** to obtain property appraisals of the fair market value for current Caldwell County Judicial Center at 201 E. San Antonio St. and current Caldwell County Tax Assessor-Collector's office at 100 E. Market St. and to seek bids for the sale of those properties. **Cost:** None; **Speaker:** Commissioner Roland; **Backup:** 1.



## **SALE OR LEASE OF CALDWELL COUNTY REAL ESTATE**

When the Caldwell County Commissioners Court desires to sell or lease county-owned real property, the county will use the following procedure as authorized by TEX. LOCAL GOV'T CODE § 263.007. This procedure applies to all property owned or leased by the county except:

- property the county acquired with federal funds received for economic development purposes that the Commissioners Court desires to lease or convey under TEX. LOCAL GOV'T CODE § 272.001(i);
- property the Commissioners Court desires to lease or convey to an institution of higher education under TEX. LOCAL GOV'T CODE § 272.001(j); or
- property the Commissioners Court desires to donate or sell for less than fair market value to another political subdivision under TEX. LOCAL GOV'T CODE § 272.001(l).

### **CALDWELL COUNTY REAL ESTATE SEALED BID PROCEDURE**

1. The Commissioners Court at an open meeting votes to seek bids for the sale or lease of the property.
2. The county will obtain an appraisal of the property's fair market value from a licensed real estate agent if the property is for sale and from a disinterested third party if the property is for lease. The county will not disclose the appraisal before the property is sold or leased.
3. The county will determine a minimum bid amount, based on this appraisal. The county will not disclose the minimum bid amount before the property is sold or leased.
4. The county will designate a time and place open to the public for opening the bids that is at least 21 days after it has determined the minimum bid amount.
5. The county will publish two notices of its intent to sell or lease the property in each county newspaper. The first notice will run at least 21 days before the date for opening the bids; the second notice will run at least 14 days before the date for opening the bids. The notices will include a description of the real property, including its location, and a description of the procedure by which sealed bids may be submitted.
6. At the designated time and place, the county will open each bid received and read the bid aloud. If the bids are opened at a Commissioners Court meeting, it will consider those bids during that meeting. If the bids are opened at another time, the Commissioners Court will consider those bids at its next meeting.
7. The Commissioners Court may reject any and all bids submitted. If it does so, the county will repeat steps 3 through 6 above unless the Commissioners Court at an open meeting votes to take the property off the market.

This procedure adopted by the Caldwell County Commissioners Court on this the 20<sup>th</sup> day of May, 2013.

ATTEST:

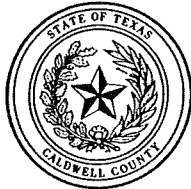
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Tom D. Bonn, County Judge

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Carol Holcomb, County Clerk

**2014.02.18.13 Discussion/Action to approve Caldwell County Asset Disposal Policy for the proper, appropriate, and lawful disposal of County-owned non-real estate assets under chapter 263 of the Local Government Code. Cost: None; Speaker: Judge Bonn; Backup: 1.**



## CALDWELL COUNTY ASSET DISPOSAL POLICY

The Caldwell County Commissioners Court recognizes that proper, appropriate, and lawful disposal of County-owned assets pursuant to subchapter D of chapter 263 of the Texas Local Government Code fulfills a public purpose. Therefore, the Caldwell County Commissioners Court finds it is in the public interest to adopt this Caldwell County Asset Disposal Policy. This policy applies to all non-real estate assets owned or controlled by Caldwell County.

No Caldwell County elected official or employee may sell, lease, trade, donate, give away, discard, destroy, or otherwise dispose of any county-owned asset except the Caldwell County Auditor, who shall do so only as authorized by the Caldwell County Commissioners Court pursuant to this policy.

### **DEFINITIONS**

1. **Asset** means personal property, other than items routinely discarded as waste, including but not limited to vehicles, construction and maintenance equipment, tools, supplies, furniture, office equipment, construction materials, electronics and other property that is not real estate.
2. **Salvage property** means personal property, other than items routinely discarded as waste, that because of use, time, accident, or any other cause is so worn, damaged, or obsolete that it has no value for the purpose for which it was originally intended.
3. **Surplus property** means personal property that is not salvage property or items routinely discarded as waste; is not currently needed by its owner; is not required for the owner's foreseeable needs; and possesses some usefulness for the purpose for which it was intended.

### **DISPOSAL OF COUNTY-OWNED ASSETS**

1. An elected official or department head who desires to dispose of county-owned assets must submit to the Commissioners Court a completed Caldwell County Asset Disposal Request Form (attached to this policy as Exhibit A) describing each asset and stating whether each asset is salvage property or surplus property and the reason for each designation.
2. The Commissioners Court must approve the accompanying Order to Dispose of County Asset(s).
3. The County Auditor must dispose of each asset according to the approved Order and state law.

**ADOPTED** by the Caldwell County Commissioners Court on this the **18<sup>th</sup>** day of **February, 2014**.

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Tom D. Bonn  
Caldwell County Judge

**ATTEST:**

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Carol Holcomb  
Caldwell County Clerk

# **EXHIBIT A**



**CALDWELL COUNTY ASSET DISPOSAL REQUEST FORM**

<b>ASSET DESCRIPTION</b> <i>(include VIN or serial number if applicable)</i>	<b>Salvage or Surplus?</b> <i>(choose one)</i>	<b>REASON</b> <i>(age, wear, damage, obsolete, etc.)</i>
_____	_____	_____
_____	_____	_____
_____	_____	_____

*I certify that the above listed Caldwell County asset(s) used by my office or department to be surplus property or salvage property as defined by section 263.151 of the Texas Local Government Code and the Caldwell County Asset Disposal Policy and request disposal of the asset(s).*

Name and title	Signature	Date
_____	_____	_____

**ORDER TO DISPOSE OF COUNTY ASSET(S)**

The Caldwell County Commissioners Court finds the county asset(s) listed above to be surplus property or salvage property as defined by section 263.151 of the Texas Local Government Code and orders the Caldwell County Auditor, as the Commissioners Court's designated representative, to dispose of said property pursuant to subchapter D of chapter 263 of the Texas Local Government Code by any of the following methods:

1. Sale by competitive bid or auction (including repurchase option in a contract for earth-moving, material-handling, road maintenance, or construction equipment); or, if unable to do so because no bids are made, destruction or disposal as worthless.
2. Sale to another county or a political subdivision within Caldwell County (no competitive bid or auction is necessary).
3. As a trade-in for new property of the same general type (including repurchase option in a contract for earth-moving, material-handling, road maintenance, or construction equipment) because the Caldwell County Commissioners Court considers this trade-in to be in the best interests of the county.
4. Crushing and recycling, if practicable, without a competitive bid or auction, of a vehicle retired under a program designed to encourage the use of low-emission vehicles.
5. Donation to a civic or charitable organization located in Caldwell County because the Caldwell County Commissioners Court determines that:
  - A. undertaking to sell the property by competitive bid or auction would likely result in no bids or a bid price that is less than the county's expenses required for the bid process;
  - B. the donation serves a public purpose; and
  - C. the organization will provide the county with adequate consideration, such as relieving the county of transportation or disposal expenses related to the property.

**ORDERED** by the Caldwell County Commissioners Court on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Caldwell County Judge

ATTEST:

\_\_\_\_\_  
Caldwell County Clerk

**2014.02.18.14 Discussion/Action** to amend development agreement originally approved October 28, 2013 between Caldwell County and Walton Texas, LP for regulation of subdivision and approval for Cotton Center near Martindale. **Cost:** None; **Speaker:** Commissioner Madrigal; **Backup:** 1.

**SUBDIVISION AGREEMENT  
PROVIDING FOR REGULATION OF SUBDIVISION AND APPROVAL  
FOR COTTON CENTER**

This Subdivision Agreement (“Agreement”) is made and entered into by and between Caldwell County, a political subdivision of the State of Texas (“County”), and Walton Texas, LP, a Texas limited partnership (“Primary Owner”), in its capacity as an owner and in its capacity as an operator and manager authorized to sign this Agreement on behalf of the Walton Individual Owners (Walton Texas and the Walton Individual Owners are referred to herein as “Owner”). The County and Owner are sometimes collectively herein references as the “Parties”, and individually, as a “Party”.

**RECITALS**

WHEREAS, counties are statutorily responsible for and have authority over platting and development review of certain subdivisions of real property, as well as the planning, construction, and maintenance of roads, stormwater management facilities, and other infrastructure in the unincorporated areas of counties; and

WHEREAS, in the parts of the unincorporated area that are within a city’s extraterritorial jurisdiction (“ETJ”), municipalities have authority over platting and development review of subdivision of real property, as well as infrastructure and other aspects of land development under various statutes; and

WHEREAS, since counties and municipalities have different statutory authorities, fiscal resources, and constituencies, their respective interests in and policies governing infrastructure and development can differ as well; and

WHEREAS, review and approval of subdivision plats is the basic tool that counties and municipalities use to ensure that infrastructure and development in the ETJ are planned and constructed in a responsible manner; and

WHEREAS, Owner owns approximately 353 acres of land, more or less, located or to be located in the ETJ of the City of Martindale, Caldwell County, Texas, more particularly described in Exhibit “A” and referred to as “Cotton Center” or the “Property”; and

WHEREAS, Owner plans to develop Cotton Center as a master-planned mixed use community in accordance with this Agreement and that one certain Development Agreement dated \_\_\_\_\_, 2013 (“Development Agreement”) between Owner and City of Martindale (“City”); and

WHEREAS, County and City have entered into an Interlocal Cooperation Agreement effective April 23, 2013 (“Interlocal Agreement”) that establishes the review and approval process of subdivision plats and related permits in the City’s ETJ, provided however the Interlocal Agreement authorizes a different process which may be described in a subsequent agreement to which the County is a party, and

WHEREAS, the Parties desire to enter into this Agreement which shall supersede the Interlocal Agreement as it relates to the review and approval process of subdivision plats and related permits in Cotton Center. The Parties agree that the Martindale Code of Ordinances attached as Exhibit “B” shall apply to the development of the Property, subject to the Development Standards and Design Standards attached as Exhibit “C”, the Development Waivers attached as Exhibit “D”, the Land Use Plan attached as Exhibit “E”, and the Parks, Trails and Open Space Plan attached as Exhibit “F”. Owner shall not be required to comply with any provisions of the Martindale Code of Ordinances or the Caldwell County Development Ordinance which are inconsistent with the Development Standards, Design Standards and Development Waivers. The Martindale Code of Ordinances, Development Standards, Design Standards, Development Waivers, Land Use Plan, Parks, Trails and Open Space Plan are collectively herein referenced to as the “Cotton Center Regulations”, which may be amended from time to time with the written consent of Primary Owner.

**NOW, THEREFORE**, the Parties agree as follows:

**I. Definitions.**

1. “Owner” shall mean (i) Primary Owner, (ii) Walton Individual Owners or (iii) any subsequent owner of property in Cotton Center that is a successor or assignee of rights from Owner in accordance with Article VI Subsection 9(a) of this Agreement.
2. “Primary Owner” shall mean initially, Walton Texas, LP, and any entity to which Walton Texas, LP, may assign its rights and obligations as Primary Owner in accordance with Article VI Subsection 9(b) of this Agreement.

**II. Duties and Responsibilities.**

1. County designates City as the authority to enforce the provisions of the Cotton Center Regulations, including the authority to act as the sole coordinating entity for the review and approval process of development applications within Cotton Center, except as to those provisions within the Cotton Center Regulations that identify County responsibility in the review and approval process, either as shared between City and County or expressly reserved to County, and as set forth in this Agreement. To the extent they are not expressly reserved to County, such review and approval process shall be deemed to be delegated to City.
2. County designates the City to accept all fully completed applications for review in accordance with this Agreement, including but not limited to, preliminary plats, subdivision plats, and subdivision construction plans (the “Applications”).
3. Owner shall pay to City all such City fees, and to the County all such County fees, in accordance with Exhibit “G”. City shall notify County, by facsimile or email, of the amount of fees owed to County immediately upon acceptance of any Application. Applicants shall pay County fees to the Caldwell County Subdivision Coordinator, 1700 FM 2720, Lockhart, Texas 78644. City shall not approve on-site preparation or construction by an Applicant until County fees have been paid.
4. Owner, in coordination with City, shall forward a courtesy copy of all Applications to the County.



5. Owner, in coordination with City, shall confer with the Caldwell County 911 Addressing Division or the County's designated representatives concerning street names prior to final plat approval.
6. County designates the City to approve any Application that complies with this Agreement and the Cotton Center Regulations as such may be amended from time to time with the written consent of Primary Owner.
7. Owner, in coordination with City, shall deliver two (2) copies of all recorded plats for subdivisions within Cotton Center to County within ten (10) business days after the subdivision plat is recorded.
8. County shall have exclusive jurisdiction over approval, permitting, regulation and inspection of individual on-site sewage facilities in accordance with applicable state law. Notwithstanding the foregoing, Texas Commission on Environmental Quality ("TCEQ") shall have complete authority over the review and approval process of any wastewater treatment plant used to serve the Property.

### **III. Inspection, Approval and Acceptance of Subdivision Infrastructure.**

1. Unless noted otherwise in Article III Subsection 2 below, inspection and approval authority over stormwater drainage facilities located outside of the public right-of-way, water and wastewater facilities, and all other infrastructure within Cotton Center shall be the responsibility of a certified and state-licensed inspector mutually approved by City and Owner, acting under the supervision of City.
2. County shall inspect all facilities located within the public right-of-way in Cotton Center. Public roadways and stormwater drainage facilities located within the public right-of-way in Cotton Center shall be deemed approved and accepted if the facilities comply with this Agreement, the Cotton Center Regulations and State of Texas regulations.

### **IV. Maintenance of the Subdivision Infrastructure.**

1. For those portions of the Property located in City's ETJ, County shall be responsible for maintenance of the roads, bridges and their related appurtenances upon completion of the facilities and acceptance by County so long as such improvements have been installed in compliance with Section 154.110 or Section 154.111 of the City of Martindale Code of Ordinances, and so long as such improvements meet or exceed the requirements contained in this Agreement. County shall not be responsible for the maintenance of stormwater drainage facilities not located within the public right-of-way, or water and wastewater. The maintenance of stormwater drainage facilities located outside of the public right-of-way in the City's ETJ that serve Cotton Center shall be the responsibility of either a municipal utility district formed by Owner or an owners association formed by Owner. The municipal utility district shall also be responsible for maintenance of wastewater collection and transport facilities serving Cotton Center. The applicable utility provider shall be responsible for maintenance of water facilities and all other utility service facilities situated within Cotton Center, unless otherwise agreed by the Parties.

2. Upon annexation of the Property into City's full purpose jurisdiction, City shall be responsible for maintenance of all publicly dedicated and accepted roads including their related appurtenances, stormwater drainage facilities, and all wastewater collection and treatment facilities.
3. County shall grant easements to a municipal utility district or an owners association, as may be reasonably requested or necessary, for purposes of maintaining, replacing or relocating drainage facilities located within public rights of way. A municipal utility district or owners association that is granted such easement shall not interfere with or damage existing utilities within the easement or restrict access or use of the easement by County or other entities approved by County. Where such easement is granted, the surface area of the easement shall be returned to at least the pre-use condition after any use by a municipal utility district or owners association.

## V. Development

1. Vesting. Owner has vested authority to develop the Property in accordance with this Agreement, the Cotton Center Regulations, and any applicable City requirements. Owner shall be deemed vested from the Effective Date of this Agreement. To the extent that any current or future County development regulations conflict with this Agreement or the Cotton Center Regulations, this Agreement and the Cotton Center Regulations shall prevail unless otherwise agreed by Owner. Vested rights under this Agreement shall not supersede mandated current or future state regulations and/or regulatory actions required by County that are intended to prevent imminent, foreseeable harm to human safety or property, except as otherwise provided in this Agreement.
2. Development Rights. County agrees that it shall not, during the term of this Agreement, impose: a) any moratorium on building or development of or within the Cotton Center subdivision if such building or development complies with this Agreement, or b) any land use or development regulation that limits density or timing of development approvals within Cotton Center. This section shall not apply to temporary actions by County that are required to prevent imminent, foreseeable harm to human safety or property.
3. Controlling Ordinances, Manuals, and/or Rules. County's rules and regulations related to subdivisions and development as they pertain to Cotton Center, including but not limited to all land development regulations, are hereby replaced in their entirety with this Agreement, the Cotton Center Regulations and applicable City requirements.

## VI. Miscellaneous.

1. General Administration. The Caldwell County Development Services Department Director or his or her representative shall be responsible for administering this Agreement on behalf of County.
2. Severability. Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be confined to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or ineffective.

3. No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties, any benefits, rights, or remedies beyond any such benefits, rights, or remedies that may be created by Chapter 242, Local Government Code.
4. Duration. The term of this Agreement shall be from the date it is formally and duly executed by the Parties until the earlier of: (i) the Development Agreement is no longer in effect for Cotton Center, (ii) written termination of this Agreement by the Parties, or (iii) forty five (45) years from the effective date of this Agreement.
5. Preservation of Powers. Nothing in this Agreement is intended or shall be construed to limit the power or authority under applicable laws of County to adopt, modify, or enforce subdivision regulations in the ETJ, or to limit the power or authority of County to make additional agreements under applicable laws as County believes may be necessary or desirable so long as any unilateral adoption of subdivision regulations in the ETJ by the County (that is, without the consent of Primary Owner) is enforced or affects only land that is outside the scope of this Agreement.
6. Notice. All notices sent pursuant to this Agreement shall be in writing and must be sent by registered or certified mail, postage prepaid, return receipt requested to:
  - (a) Bill Gardner (or his successors)  
County Engineer  
Caldwell County  
1700 FM 2720  
Lockhart, TX 78664
  - (b) With copy to:  
Walton Texas, LP  
c/o Walton Development & Management TX, LLC  
1445 Ross Avenue  
Suite 4775  
Dallas, Texas 75202  
Attention: Alexa Knight  
T: 972-713-0000 x 2103
  - (c) With copy to:  
Walton Texas, LP  
c/o Walton Development & Management TX, LLC  
515 Congress Avenue, Suite 1620  
Austin, Texas 78701  
Attention: Becky Collins  
T: 512-347-7070
  - (d) With copy to:  
Walton International Group (USA), Inc.

4800 N. Scottsdale Road, Suite 4000  
Scottsdale, AZ 85251  
Attention: Wayne G. Souza, General Counsel  
T: 480-586-9203

- (e) With copy to:  
David B. Armbrust  
Armbrust & Brown, PLLC  
100 Congress Avenue, Suite 1300  
Austin, Texas 78701  
T: 512-435-2301

Either Party shall have the right from time to time to change their respective address, and shall have the right to specify as its address any other address within the United States of America by a least five (5) days written notice to the other Party.

7. Entire Agreement. This Agreement constitutes the entire agreement between County and Owner as it relates to the review and approval of subdivisions in Cotton Center. The Parties recognize the Development Agreement authorized pursuant to Chapter 212.172 of the Texas Local Government Code will be executed by the City and Owner and that such agreement may be modified in the future. The Parties agree that if there is a conflict between this Agreement and the Development Agreement as it solely relates to the review and approval of subdivision applications, the Cotton Center Regulations shall prevail.
8. Amendment. This Agreement may be amended only by a written agreement signed and executed by (i) an authorized representative of County and Primary Owner, or (ii) all the then current owners of all portions of Cotton Center (other than end-buyers of fully developed and improved lots). An owner of a portion of Cotton Center (other than an end-buyer of a fully developed and improved lot), and County may amend this Agreement as it relates solely to such owner's parcel without the joinder of any other landowner, provided that the Primary Owner must be party to such amendment if the Primary Owner still owns any portion of Cotton Center. In addition, as long as Primary Owner owns any land within Cotton Center, Primary Owner and County may amend this Agreement without the joinder of any other landowner.
9. Assignment; Transferability.
- (a) Owner Assignment. Owner may assign this Agreement with respect to all or part of such Owner's ownership portion of Cotton Center from time to time to a purchaser of all or a portion of Cotton Center. Any assignment must be in writing, must set forth the assigned rights and obligations without modification or amendment, and must be executed by Owner and the proposed assignee. Owner shall provide City, County and Primary Owner notice of each such assignment, including a copy of the assignment. Upon such assignment or partial assignment, Owner shall be fully released as it relates to the property so assigned from any and all obligations under this Agreement and shall have no further liability with

respect to the part of Cotton Center so assigned, except as to a default that occurred prior to the date of the assignment, provided that the assignee assumes any and all obligations under this Agreement applicable to the part of Cotton Center included in the assignment. A default by any subsequent assignee shall not constitute a default by Owner under this Agreement, but only under such partial assignment.

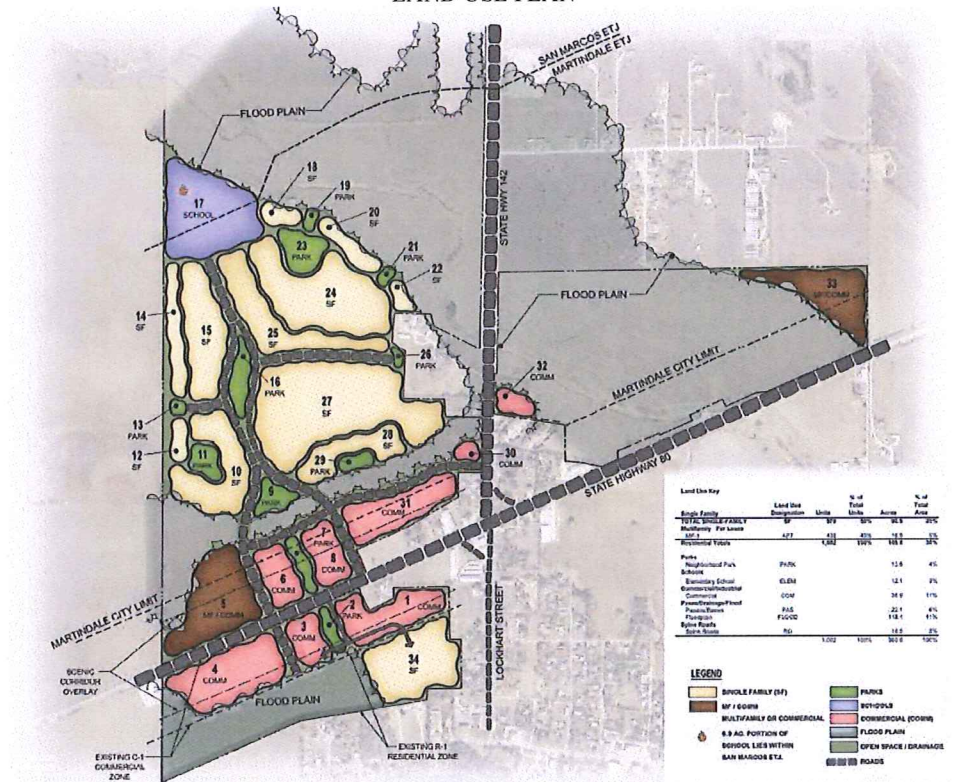
- (b) Primary Owner Assignment. Primary Owner may assign, in whole but not in part, its rights and obligations as Primary Owner so long as it owns any portion of the Property (the "Ownership Threshold"), provided that the assignee assumes any and all obligations under this Agreement applicable to the part of Cotton Center included in the assignment. Notice of all assignments of the rights and obligations of the Primary Owner shall be given to the County within fifteen (15) days after execution, and thereafter such notice shall be recorded in the real property records of the County. When Primary Owner, together with its affiliates, no longer satisfies the Ownership Threshold, the rights and obligations of the Primary Owner shall automatically terminate.
10. Agreement Binds Succession and Runs with the Property. This Agreement shall bind and insure to the benefit of the Parties, their successors and assigns. The terms of this Agreement shall constitute covenants running with the land comprising Cotton Center and shall be binding on all future owners of the property in Cotton Center.
11. Additional Land. County acknowledges that an Owner may, in the future, desire to add additional land to Cotton Center and that is subject to this Agreement. If an Owner owns or acquires additional land that the Owner desires to add to Cotton Center and this Agreement, the Owner must obtain consent from the Primary Owner and the County to add such property to the Project. If the County approves the addition of the additional land, Owner and County agree that the additional land shall become part of Cotton Center which shall be subject to the terms of this Agreement.

2. The City Engineer shall approve the placement of traffic signs or guard rails. Traffic signs, guardrails and other traffic control devices shall be shown on the construction plans.

**E. STREETLIGHTS**

1. ***Streetlight standards.*** Streetlights shall be located as follows:
  - a. At the intersection of two arterial streets, an arterial and a collector street, and at the intersection of two collector streets;
  - b. In the turnaround of cul-de-sac where the cul-de-sac length is longer than 300 feet;
  - c. Not less than one streetlight for each 500 linear feet of streets within or abutting the subdivision;
  - d. Along arterial and collector streets, with a maximum spacing between lights of 300 feet;
  - e. If the block length is over 600 feet but less than 900 feet, in mid-block to the degree practical; and
  - f. To illuminate street curves, significant topographic conditions, and other safety hazards.
2. ***Construction.*** Metal poles shall be required for all street lighting.
3. ***Payment of Utility Company Charges.*** Owner shall pay all utility company charges for street lighting (e.g., underground, metal poles, special fixtures, charges for electricity, etc.) upon installation and use of any street lighting.
4. ***Timing.*** Installation will be completed during the construction of the other infrastructure and public improvements or, with City approval, installation may be coordinated with building permits issued in the area. Priority shall be given to arterial and collector streets in the subdivision. Within each block street, lights will be installed when fifty percent (50%) of lots have been permitted. Owner shall provide security to City as necessary to ensure installation of lighting that is scheduled for future installation. This light installation schedule may be accelerated in accordance with an agreement made with Owner whereby Owner pays the City the full cost of power during the time period necessary to reach this level of permitting.

# LAND USE PLAN



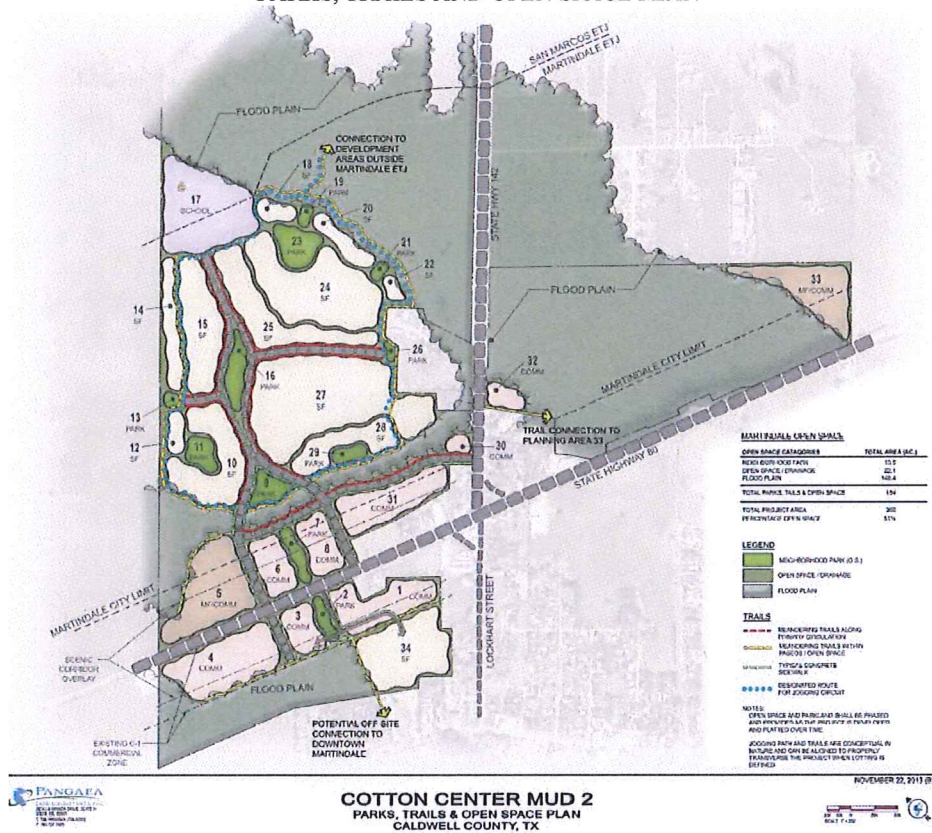
**COTTON CENTER MUD 2**  
 ALTERNATE A  
 CONCEPT LAND USE PLAN  
 CALDWELL COUNTY, TX

NOVEMBER 22, 2011 (PLT A)

{W0583473.7}

Exhibit "E" Page 1

# PARKS, TRAILS AND OPEN SPACE PLAN



{W0583473.7}



**2014.02.18.15 Discussion/Action** to set a date for a workshop to plan expenditures of CAMPO State Transportation Metropolitan Planning funds on state highway projects and SH-130 funds. **Cost:** None; **Speaker:** Judge Bonn; **Backup:** 1.

## Local and Regional Fund Allocations for 2014 - 2018

County	2012 Population - Census Estimate	Individual County % of CAMPO Counties Total Population	Baseline to each County of 8% of Funds Available	Allocation based on County % Population of CAMPO Total	Total Available to Each County (Baseline + Population %)
Bastrop	74,763	3.98%	\$ 1,384,645	\$ 1,901,981	\$ 3,286,625
Burnet	43,448	2.31%	\$ 1,384,645	\$ 1,105,323	\$ 2,489,968
Caldwell	38,734	2.06%	\$ 1,384,645	\$ 985,398	\$ 2,370,043
Hays	168,990	9.00%	\$ 1,384,645	\$ 4,299,128	\$ 5,683,773
Travis	1,095,584	58.35%	\$ 1,384,645	\$ 27,871,804	\$ 29,256,449
Williamson	456,232	24.30%	\$ 1,384,645	\$ 11,606,604	\$ 12,991,248
<b>TOTAL</b>	<b>1,877,751</b>	<b>100.00%</b>	<b>\$ 8,307,868</b>	<b>\$ 47,770,238</b>	<b>\$ 56,078,106</b>

Funds Available FY 2014 - FY2018           \$    103,848,344  
 Baseline of 8% (to be divided by 6)       \$       8,307,868  
 TOTAL Remaining                               \$       95,540,476

50% of Total Remaining                       \$       47,770,238  
 (This amount is used above to allocate by population)

TOTAL for Regional Projects               \$       47,770,238  
 TOTAL for Local Projects                   \$       56,078,106

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**Texas Transportation Code ANN. § 228.0055 : Texas Statutes - Section 228.0055: USE OF CONTRACT PAYMENTS AND OTHER REVENUE**

(a) Payments, project savings, refinancing dividends, and any other revenue received by the commission or the department under a comprehensive development agreement shall be used by the commission or the department to finance the construction, maintenance, or operation of transportation projects or air quality projects in the region.

(b) The department shall allocate the distribution of funds to department districts in the region that are located in the boundaries of the metropolitan planning organization in which the project that is the subject of the comprehensive development agreement is located based on the percentage of toll revenue from users from each department district of the project. To assist the department in determining the allocation, each entity responsible for collecting tolls for a project shall calculate on an annual basis the percentage of toll revenue from users of the project from each department district based on the number of recorded electronic toll collections.

(c) The commission or the department may not:

- (1) revise the formula as provided in the department's unified transportation program, or its successor document, in a manner that results in a decrease of a department district's allocation because of a payment under Subsection (a); or
- (2) take any other action that would reduce funding allocated to a department district because of payments received under a comprehensive development agreement.

(d) A metropolitan planning organization may not take any action that would reduce distribution of funds or other resources to a department district because of the use of a payment or other revenue under Subsection (a).

**Texas Transportation Code ANN. § 228.001: Texas Statutes - Section 228.001: DEFINITIONS**

In this chapter:

- (1) "Air quality project" means a project or program of the department or another governmental entity that the commission determines will mitigate or prevent air pollution caused by the construction, maintenance, or use of public roads.
- (2) "Bond" means bonds, notes, or other obligations issued under Subchapter C or another law with respect to a toll project or system.
- (3) "Region" means:
  - (A) a metropolitan statistical area and any county contiguous to that metropolitan statistical area;
  - or
  - (B) two adjacent districts of the department.
- (4) "System" means a toll project or any combination of toll projects designated as a system under Section 228.010.
- (5) "Toll project" has the meaning assigned by Section 201.001(b).
- (6) "Transportation project" means:
  - (A) a tolled or nontolled state highway improvement project;
  - (B) a toll project eligible for department cost participation under Section 222.103;
  - (C) the acquisition, construction, maintenance, or operation of a rail facility or system under Chapter 91;
  - (D) the acquisition, construction, maintenance, or operation of a state-owned ferry under Subchapter A, Chapter 342;
  - (E) a public transportation project under Chapter 455 or 456;
  - (F) the establishment, construction, or repair of an aviation facility under Chapter 21; and
  - (G) a passenger rail project of another governmental entity.

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**STP MM – (TxDOT Category 7) - Eligibility**

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**Title 23, Chapter 1 §133. Surface transportation program**

- (a) Establishment.-The Secretary shall establish a surface transportation program in accordance with this section.
- (b) Eligible Projects.-A State may obligate funds apportioned to it under section 104(b)(2) for the surface transportation program only for the following:
- (1) Construction, reconstruction, rehabilitation, resurfacing, restoration, preservation, or operational improvements for highways, including construction of designated routes of the Appalachian development highway system and local access roads under section 14501 of title 40.
  - (2) Replacement (including replacement with fill material), rehabilitation, preservation, protection (including painting, scour countermeasures, seismic retrofits, impact protection measures, security countermeasures, and protection against extreme events) and application of calcium magnesium acetate, sodium acetate/formate, or other environmentally acceptable, minimally corrosive anti-icing and deicing compositions for bridges (and approaches to bridges and other elevated structures) and tunnels on public roads of all functional classifications, including any such construction or reconstruction necessary to accommodate other transportation modes.
  - (3) Construction of a new bridge or tunnel at a new location on a Federal-aid highway.
  - (4) Inspection and evaluation of bridges and tunnels and training of bridge and tunnel inspectors (as defined in section 144), and inspection and evaluation of other highway assets (including signs, retaining walls, and drainage structures).
  - (5) Capital costs for transit projects eligible for assistance under chapter 53 of title 49, including vehicles and facilities, whether publicly or privately owned, that are used to provide intercity passenger service by bus.
  - (6) Carpool projects, fringe and corridor parking facilities and programs, including electric vehicle and natural gas vehicle infrastructure in accordance with section 137, bicycle transportation and pedestrian walkways in accordance with section 217, and the modifications of public sidewalks to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.).
  - (7) Highway and transit safety infrastructure improvements and programs, installation of safety barriers and nets on bridges, hazard eliminations, projects to mitigate hazards caused by wildlife, and railway-highway grade crossings.
  - (8) Highway and transit research and development and technology transfer programs.
  - (9) Capital and operating costs for traffic monitoring, management, and control facilities and programs, including advanced truck stop electrification systems.
  - (10) Surface transportation planning programs.
  - (11) Transportation alternatives.
  - (12) Transportation control measures listed in section 108(f)(1)(A) (other than clause (xvi)) of the Clean Air Act (42 U.S.C. 7408(f)(1)(A)).
  - (13) Development and establishment of management systems <sup>1</sup>
  - (14) Environmental mitigation efforts relating to projects funded under this title in the same manner and to the same extent as such activities are eligible under section 119(g).
  - (15) Projects relating to intersections that-
    - (A) have disproportionately high accident rates;
    - (B) have high levels of congestion, as evidenced by-

## STP MM – (TxDOT Category 7) - Eligibility

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- (i) interrupted traffic flow at the intersection; and
- (ii) a level of service rating that is not better than “F” during peak travel hours, calculated in accordance with the Highway Capacity Manual issued by the Transportation Research Board; and

(C) are located on a Federal-aid highway.

- (16) Infrastructure-based intelligent transportation systems capital improvements.
- (17) Environmental restoration and pollution abatement in accordance with section 328.
- (18) Control of noxious weeds and aquatic noxious weeds and establishment of native species in accordance with section 329.
- (19) Projects and strategies designed to support congestion pricing, including electric toll collection and travel demand management strategies and programs.
- (20) Recreational trails projects eligible for funding under section 206.
- (21) Construction of ferry boats and ferry terminal facilities eligible for funding under section 129(c).
- (22) Border infrastructure projects eligible for funding under section 1303 of the SAFETEA-LU (23 U.S.C. 101 note; Public Law 109-59).
- (23) Truck parking facilities eligible for funding under section 1401 of the MAP-21.
- (24) Development and implementation of a State asset management plan for the National Highway System in accordance with section 119, including data collection, maintenance, and integration and the costs associated with obtaining, updating, and licensing software and equipment required for risk based asset management and performance based management, and for similar activities related to the development and implementation of a performance based management program for other public roads.
- (25) A project that, if located within the boundaries of a port terminal, includes only such surface transportation infrastructure modifications as are necessary to facilitate direct intermodal interchange, transfer, and access into and out of the port.
- (26) Construction and operational improvements for any minor collector if-
  - (A) the minor collector, and the project to be carried out with respect to the minor collector, are in the same corridor as, and in proximity to, a Federal-aid highway designated as part of the National Highway System;
  - (B) the construction or improvements will enhance the level of service on the Federal-aid highway described in subparagraph (A) and improve regional traffic flow; and
  - (C) the construction or improvements are more cost-effective, as determined by a benefit-cost analysis, than an improvement to the Federal-aid highway described in subparagraph (A).

(c) Location of Projects.-Surface transportation program projects may not be undertaken on roads functionally classified as local or rural minor collectors unless the roads were on a Federal-aid highway system on January 1, 1991, except-

- (1) as provided in subsection (g);
- (2) for projects described in paragraphs (2), (4), (6), (7), (11), (20), (25), and (26) of subsection (b); and
- (3) as approved by the Secretary.

## Transportation Alternatives Program - (TxDOT Category 9) - Eligible Activities

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Under 23 U.S.C. 213(b), eligible activities under the TAP program consist of:

1. Transportation Alternatives as defined in 23 U.S.C. 101(a)(29) (MAP-21 §1103):
  - A. Construction, planning, and design of on-road and off-road trail facilities for pedestrians, bicyclists, and other nonmotorized forms of transportation, including sidewalks, bicycle infrastructure, pedestrian and bicycle signals, traffic calming techniques, lighting and other safety-related infrastructure, and transportation projects to achieve compliance with the Americans with Disabilities Act of 1990 (42 USC 12101 et seq.).
  - B. Construction, planning, and design of infrastructure-related projects and systems that will provide safe routes for non-drivers, including children, older adults, and individuals with disabilities to access daily needs.
  - C. Conversion and use of abandoned railroad corridors for trails for pedestrians, bicyclists, or other nonmotorized transportation users.
  - D. Construction of turnouts, overlooks, and viewing areas.
  - E. Community improvement activities, which include but are not limited to:
    - i. inventory, control, or removal of outdoor advertising;
    - ii. historic preservation and rehabilitation of historic transportation facilities;
    - iii. vegetation management practices in transportation rights-of-way to improve roadway safety, prevent against invasive species, and provide erosion control; and
    - iv. archaeological activities relating to impacts from implementation of a transportation project eligible under title 23.
  - F. Any environmental mitigation activity, including pollution prevention and pollution abatement activities and mitigation to-
    - i. address stormwater management, control, and water pollution prevention or abatement related to highway construction or due to highway runoff, including activities described in sections 133(b)(11), 328(a), and 329 of title 23; or
    - ii. reduce vehicle-caused wildlife mortality or to restore and maintain connectivity among terrestrial or aquatic habitats.
2. The recreational trails program under section 206 of title 23.
3. The safe routes to school program eligible projects and activities listed at section 1404(f) of the SAFETEA-LU:
  - A. Infrastructure-related projects.
  - B. Noninfrastructure-related activities.
  - C. Safe Routes to School coordinator.
4. Planning, designing, or constructing boulevards and other roadways largely in the right-of-way of former Interstate System routes or other divided highways.

TAP funds cannot be used for:

- State or MPO administrative purposes, except for SRTS administration, and administrative costs of the State permitted for RTP set-aside funds.
- Promotional activities, except as permitted under the SRTS.
- General recreation and park facilities, playground equipment, sports fields, campgrounds, picnic areas and pavilions, etc.
- Routine maintenance and operations.

## Transportation Alternatives Program, Eligible Activities

Careful consideration should be given to whether an activity falls within the eligibilities created under TAP. Section 1103 of MAP-21 eliminated the definition of transportation enhancement activities in section 101 of title 23 and inserted in its place a definition of transportation alternatives. The transportation alternatives definition contained in 23 U.S.C. 101(a)(29) created different categories of activities than those included under the previous transportation enhancement definition. As a result, some activities that were previously eligible as independent transportation enhancement projects are no longer eligible; some categories of eligibility remain, but for a different range of activities. In some cases, activities that are no longer eligible for funding as independent TAP projects may be eligible for FHWA participation under other title 23 provisions, such as project mitigation measures when determined necessary to mitigate project impacts (including the impacts of a TAP project). Transportation enhancement categories that are no longer expressly described as eligible activities under the definition of transportation alternatives are:

- Safety and educational activities for pedestrians and bicyclists. **Exception:** Activities targeting children in Kindergarten through 8th grade are eligible under SRTS (an eligible activity under the TAP funding). **Note:** Some of these activities may be eligible under HSIP. Nonconstruction projects for bicycle safety remain broadly eligible for STP funds.
- Acquisition of scenic easements and scenic or historic sites (including historic battlefields), and scenic or historic highway programs (including tourist and welcome center facilities). **Exceptions:** A few specific activities under this category are eligible for funding as TAP projects, including construction of turnouts, overlooks, and viewing areas; historic preservation and rehabilitation of historic transportation facilities; and bicycle and pedestrian facilities.
- Landscaping and other scenic beautification. However, under the "community improvement activities" category, projects such as streetscaping and corridor landscaping may be eligible under TAP if selected through the required competitive process. States may use TAP funds to meet junkyard screening and removal requirements under 23 U.S.C. 136 if selected through the competitive process. Landscaping and scenic enhancement features, including junkyard removal and screening, may be eligible as part of the construction of any Federal-aid highway project under 23 U.S.C. 319, including TAP-funded projects.
- Historic preservation, and rehabilitation and operation of historic buildings, structures, or facilities (including historic railroad facilities and canals). Historic preservation activities now are limited to historic preservation and rehabilitation activities relating to a historic transportation facility. See section 101(a)(29)(E). Operation of historic transportation facilities is not eligible under TAP.
- Archaeological planning and research. Under TAP, archaeological activities must relate to impacts from implementation of a transportation project eligible under title 23.
- Establishment of transportation museums. There is no eligibility for this activity under TAP.

For more information: <http://www.fhwa.dot.gov/map21/guidance/guidetap.cfm>

**2014.02.18.16 Discussion** regarding the County Road Engineer's position.  
**Cost:** None; **Speaker:** Commissioner Muñoz; **Backup:** None.



**2014.02.18.17 Adjournment**