

FILED this 4<sup>th</sup> day of DEC. 20 14  
2:40 PM  
CAROL HOLCOMB  
COUNTY CLERK, CALDWELL COUNTY, TEXAS  
By Allison Feiny Deputy

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

***Notice is hereby given that a meeting of the Caldwell County Commissioners Court will be held on the 8<sup>th</sup> day of December, 2014 at 9:00 A.M. in the 2<sup>nd</sup> Floor Courtroom, Caldwell County Courthouse located at 110 S. Main Street, Lockhart, Texas at which time the following subjects will be discussed, considered, passed or adopted, to wit:***

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**

**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.

**Call Meeting to order.**

**2014.12.08.01 Invocation.** Lockhart Ministry Alliance.

**2014.12.08.02 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).

**2014.12.08.03 Announcements:** Items or comments from Court Members or Staff.

**2014.12.08.04 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).

**2014.12.08.05 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 \$466,966.28 for December 8<sup>th</sup>, 2014.
- B. To approve Commissioners Court Minutes for November 17<sup>th</sup>, 2014.
- C. To approve Invoice #214 for November 2014 timesheet for Les Reddin, LongLife Projects in the amount of \$8,100 for the Justice Service Center project management work.
- D. To approve Application and Certificate for Payment #11 for Braun and Butler Construction in the amount of \$290,605.95 the Caldwell County Justice Center.
- E. To approve Invoice #10 from Aulick & Associates in the amount of \$5,000 (40 hours at \$125/hour) for consultant services for the period of November 1<sup>st</sup> – 30<sup>th</sup>, 2014, regarding transportation projects for Caldwell County.
- F. To approve Resolution #21-2014 for the 2015 Caldwell County Indigent Defense Grant Program.
- G. To approve Resolution #22-2014 authorizing application for the Caldwell County Hog Out Program.
- H. To approve the replacement of Judge Bonn on the CAPCOG General Assembly with County Judge-elect Ken Schawe, for a term from January 2015 to expire December 31, 2015.
- I. To approve a one-time \$1,000 donation to the Caldwell County Courthouse Decorating Committee for the purchase of new Christmas decorations
- J. To approve the location for Commissioners Court meeting on December 15<sup>th</sup>, 2014 at the new Caldwell County Justice Center at 9:00 AM, 1703 S. Colorado, Lockhart, Texas in the court room.
- K. To approve the broker contract for Davis Equity Realty to represent Caldwell County in the sale of the buildings at 201 E. San Antonio Street and 100 E Market Street in Lockhart, Texas.
- L. To approve Caldwell County employee's renewal of Bonds for the following:

**Joe Roland**, Commissioner, Precinct 4, Official Bond and Oath No. 13745633 for Caldwell County in the amount of Three Thousand for the term beginning January 1, 2015 and ending January 1, 2019. **Cost:** \$177.50.

**Carol Holcomb**, County Clerk, Official Bond and Oath No. 24864251 for Caldwell County in the amount of One Hundred Thousand for the term beginning January 1, 2015 and ending January 1, 2019. **Cost:** \$1,242.50.

**Tina Morgan Freeman**, District Clerk, Official Bond and Oath No. 14920444 for Caldwell County in the amount of One Hundred Thousand for the term beginning January 1, 2015 and ending January 1, 2019. **Cost:** \$1,242.50.

**Dwight Jeffrey**, Road Administrator Continuation Certificate Bond No. 14938679 for Caldwell County in the amount of Three Thousand for the term beginning January 1, 2015 and ending January 1, 2016. **Cost:** \$50.

**Matt Kiely**, Justice of the Peace, Precinct 1, Official Bond and Oath No. 24864225 for Caldwell County in the amount of One Thousand for the term beginning January 1, 2015 and ending January 1, 2019. **Cost:** \$177.50.

**Victor Terrell**, Constable, Precinct 1, Official Bond and Oath No. 15528920 for Caldwell County in the amount of One Thousand Five Hundred for the term beginning January 1, 2015 and ending January 1, 2019. **Cost:** \$92.50.

**Shanna Conley**, Court Clerk, Justice of the Peace, Precinct 2 Continuation Certificate Bond No. 15530866 for Caldwell County in the amount of One Thousand for the term beginning January 8, 2015 and ending January 8, 2016. **Cost:** \$50.

**2014.12.08.06 Reports.**

Elections Department – Pamela Ohlendorf  
Septic and Subdivision Report – Kasi Miles  
Treasurer's Report – Lori Rangel (*Report Not Ready*)

**2014.12.08.07 Special Presentations. None.**

**(ALL OTHER AGENDA ITEMS)**

**2014.12.08.08 Discussion/Action** to approve the General Contractors Change Order proposal to provide three years maintenance on critical systems for the Caldwell County Justice Center. **Cost:** \$144,336.93; **Speaker:** Judge Bonn/Commissioner Muñoz; **Backup:** 1.

**2014.12.08.09 Discussion/Action** to approve the change order for reduction of the General Contractors GMP in the amount of \$226,302 of unused funds from the Caldwell County Justice Center. **Cost:** None; **Speaker:** Judge Bonn/Commissioner Muñoz; **Backup:** 1.

**2014.12.08.10 Discussion/Action** to approve the purchase of a Self-Contained Breathing Apparatus (SCBA) and an Automatic External Defibrillator Unit (AED) for use in the Justice Center. **Costs:** SCBA – not to exceed \$4,500; AED – not to exceed \$2,500; **Speaker:** Judge Bonn/Les Reddin/Martin Ritchey; **Backup:** 1.

- 2014.12.08.11 Discussion/Action** concerning moving the Swagit recording equipment for Commissioners Court meetings to the 2<sup>nd</sup> floor courtroom at 110 S. Main Street and the audio issues with the courtroom **Cost:** TBD; **Speaker:** Judge Bonn/Pat Horn/Bob Karasch; **Backup:** None.
- 2014.12.08.12 Discussion/Action** to reappoint Ben Twidwell and James Lipscomb to another four-year term on the Plum Creek Conversation District Board of Directors. **Cost:** None; **Speaker:** Judge Bonn; **Backup:** None.
- 2014.12.08.13 Discussion/Action** to appoint three individuals to the Caldwell County Emergency Services District No. 2 Board who will each serve a two year term. Recommended appointees are: Mr. Terry Pim, Ms. JoAnne Germer, and Mr. Bobby Barboza. **Cost:** None; **Speaker:** Judge Bonn; **Backup:** None.
- 2014.12.08.14 Discussion/Action** to approve the engineer consulting firm of Jones & Carter, Inc. as recommended by the Consultant Selection Committee for SH 130 Concession Funded projects. **Cost:** None; **Speaker:** Judge Bonn/Commissioner Muñoz; **Backup:** 1.
- 2014.12.08.15 Discussion/Action** to further extend period for final action on preliminary plat application of 130 Environmental Park as allowed by section 3.4(G) of the Caldwell County Development Ordinance. This extension will provide the applicant additional time to respond to comments from the county's engineer consultant and the county's engineer consultant additional time to review the updated information. **Cost:** None; **Speaker:** Commissioner Roland/Kasi Miles/Tracy Bratton; **Backup:** 1.
- 2014.12.08.16 Discussion/Action** to set public hearing for approval of preliminary plat for 130 Environmental Park subdivision located north of FM 1185 between U.S.183 and Hommanville Trail at 9:30 a.m. on December 15, 2014, if the extension is not approved by commissioners court. **Cost:** None; **Speaker:** Commissioner Roland/Kasi Miles/Tracy Bratton; **Backup:** 1.
- 2014.12.08.17 Discussion/Action** to accept public improvements in Terra Verde Subdivision for permanent county maintenance and to release maintenance bond posted by Dale Lowden Excavating Incorporated as security against damages or defected work for public improvements in Terra Verde Subdivision, as provided by subsections 3.8.5(G) and 3.8.5(H) of the Caldwell County Development Ordinance. **Cost:** None; **Speaker:** Commissioner Roland/Kasi Miles/Tracy Bratton; **Backup:** 1.
- 2014.12.08.18 Discussion/Action** to accept public improvements In Highland Ranch Phase I Subdivision for permanent county maintenance and to release maintenance bond posted by Dale Lowden Excavating Incorporated as security against damages or defected work for public improvements in Highland Ranch Phase I Subdivision, as provided by subsections 3.8.5(G) and 3.8.5(H) of the Caldwell County Development Ordinance. **Cost:** None; **Speaker:** Commissioner Roland/Kasi Miles/Tracy Bratton; **Backup:** 1.



- 2014.12.08.19 Discussion/Action** to release letter of credit for Verde Ranch Developments, LLC, Sunrise Meadows Subdivision Phase I in the amount of \$10,000.00 posted for the re-vegetation project. **Cost:** None; **Speaker:** Commissioner Roland/Kasi Miles/Tracy Bratton; **Backup:** 1.
- 2014.12.08.20 Discussion/Action** to authorize the filing of a Final Plat (Short Form Procedure) for Sunrise Meadows, Phase 2A. **Cost:** None; **Speaker:** Commissioner Roland/Kasi Miles/Tracy Bratton; **Backup:** 1.
- 2014.12.08.21 Discussion/Action** to approve Resolution #20-2014 concerning the support of Commissioners Court for proposed legislation regarding the creation of Cotton Center Municipal Utility District No. 1. **Cost:** None; **Speaker:** Commissioner Madrigal; **Backup:** 1.
- 2014.12.08.22 Discussion/Action** to assign Judge Pro-Tem for the 2015 year. **Cost:** None; **Speaker:** Judge Bonn; **Backup:** None.
- 2014.12.08.23 Discussion/Action** concerning the Burn Ban for Caldwell County. **Cost:** None; **Speaker:** Judge Bonn/Martin Ritchey; **Backup:** None.
- 2014.12.08.24 Discussion/Action** regarding occupancy of Caldwell County buildings. **Cost:** None; **Speaker:** Judge Bonn; **Backup:** 1.
- 2014.12.08.25 Discussion/Action** to approve the Caldwell County Employee Manual. **Cost:** None; **Speaker:** Judge Bonn/Deborah Kortan; **Backup:** 1.
- 2014.12.08.26 Discussion/Action** to approve employee job descriptions as provided by the HR department. **Cost:** None; **Speaker:** Judge Bonn/Deborah Kortan; **Backup:** None.
- 2014.12.08.27 Adjournment**

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

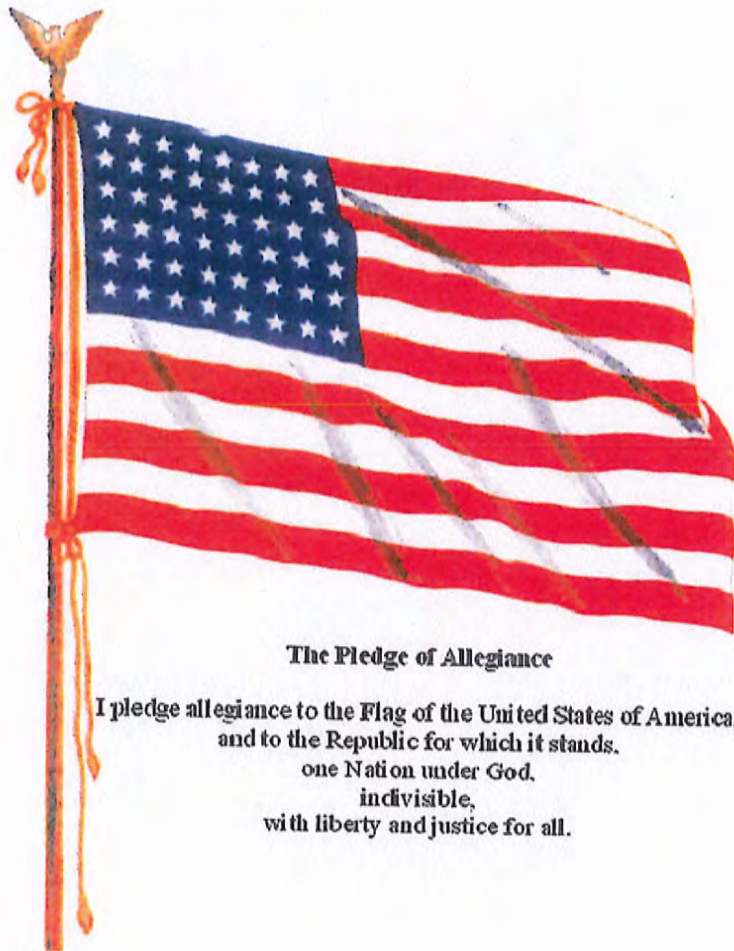
Texas Government Code Section 551.071(2) (Consultation with Attorney when the Attorney's obligations under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas conflicts with Chapter 551 of the Texas Government Code);

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

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

# **Invocation – Lockhart Ministry Alliance**

# Pledge of Allegiance to the Flag.



## The Pledge of Allegiance

I pledge allegiance to the Flag of the United States of America,  
and to the Republic for which it stands,  
one Nation under God,  
indivisible,  
with liberty and justice for all.

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

Pledge to the Texas Flag



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

## **Announcements:**

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



## **Citizens' Comments:**

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

**2014.12.08.05 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).





# **Project Status Report**

## **December 8<sup>th</sup>, 2014**

**8:30 AM**

**Caldwell County Courthouse,  
Court Room 2<sup>nd</sup> floor**

### **Caldwell County Judicial and Service Center**

Les Reddin DBA LongLifeProjects Program Manager

Steinbomer, Bramwell & Vrazel Architects Designers

Mack Ellis Braun and Butler General Contractors CM-R



## Progress report 12/8/2014

- This is the last report
- Certificate of Occupancy delivered
- Canopy soffits not complete at this time, but making good progress.
- Front entry panels Also not complete should complete by report date
- Gate operators remain to be installed
- Punch list is 75% and ongoing
- Sally Port Dry Pipe Fire suppression is not finished and certified
- Jail standards inspection is not cleared by the inspector (They have not sent the inspection report to clear the few items) The Architect has made several attempts to receive it and will get it resolved.
- Move in contractors are on schedule,
- Records moving contractor has not meet the schedule and is taking longer than expected. This is making the movers go back to areas after records are loaded out and could affect the projected schedule. All departments are working through the move in good spirits

# Program Managers comments

## Remaining items

### Change order items:

- Court room pews from American Pew

### Remaining General Contractors items

- Front Canopy soffit
- ✓ Front entry perforated panels
- Signage
- Fencing
- Parking lot restriping



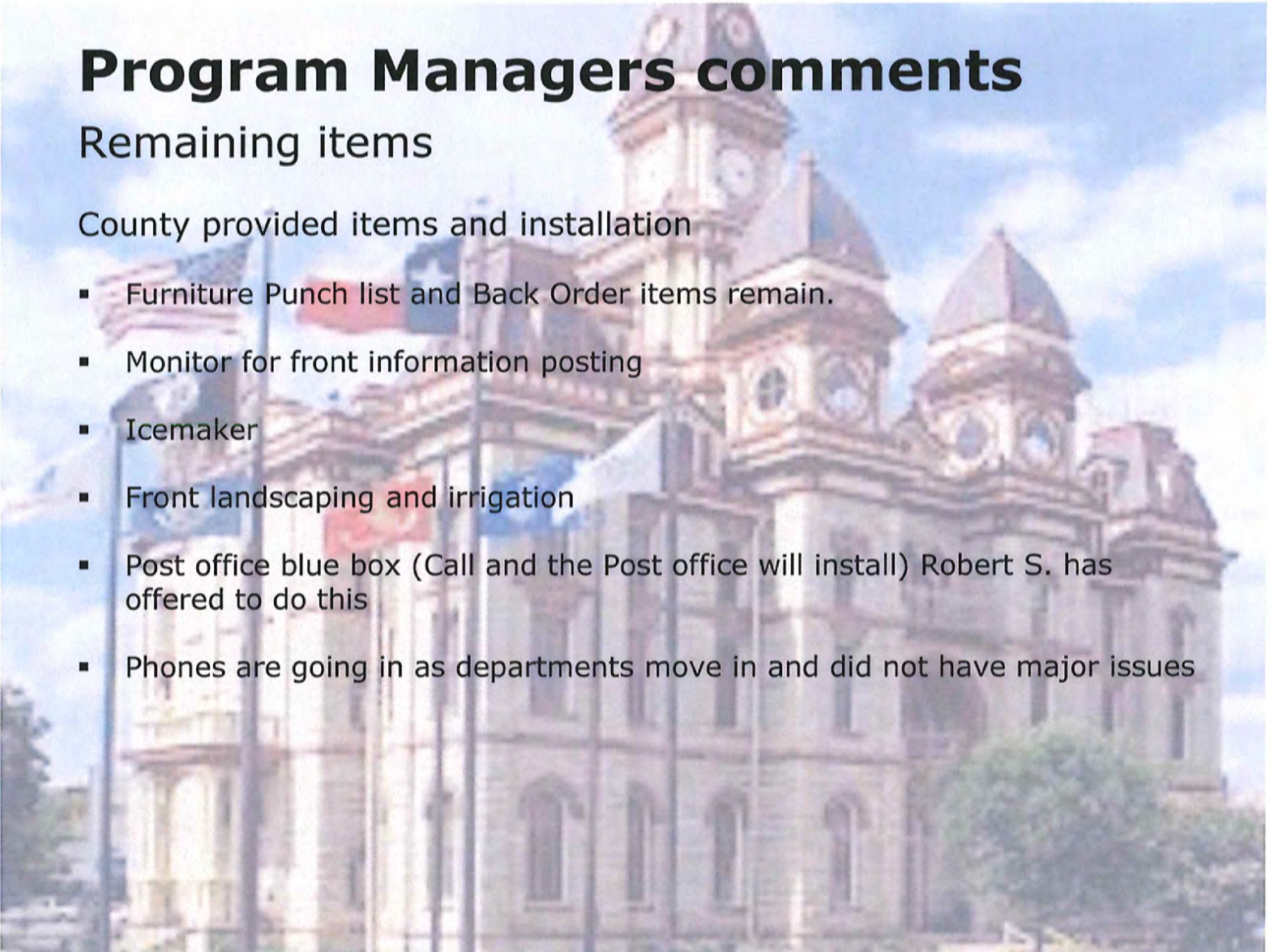


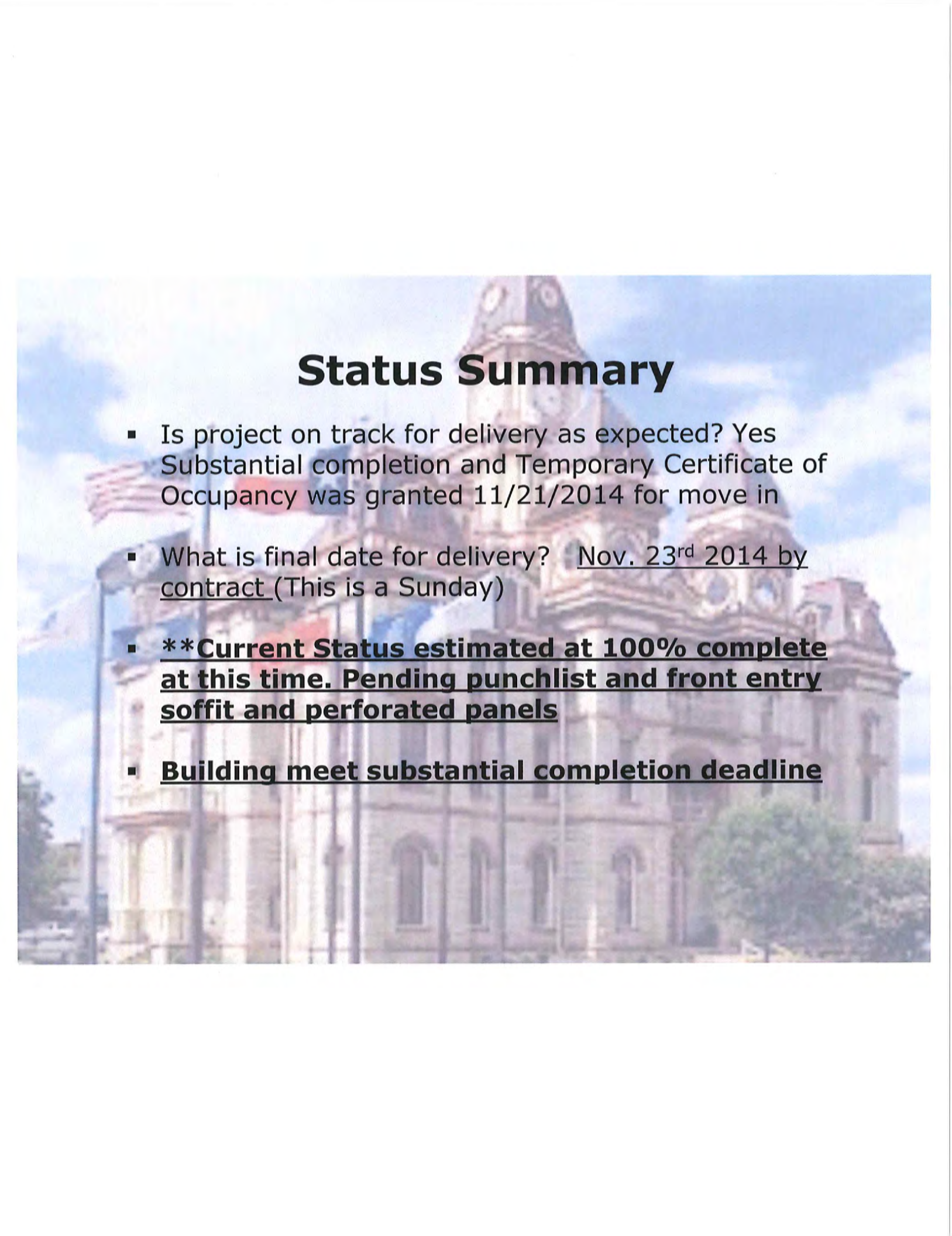
# Program Managers comments

## Remaining items

### County provided items and installation

- Furniture Punch list and Back Order items remain.
- Monitor for front information posting
- Icemaker
- Front landscaping and irrigation
- Post office blue box (Call and the Post office will install) Robert S. has offered to do this
- Phones are going in as departments move in and did not have major issues





## Status Summary

- Is project on track for delivery as expected? Yes  
Substantial completion and Temporary Certificate of Occupancy was granted 11/21/2014 for move in
- What is final date for delivery? Nov. 23<sup>rd</sup> 2014 by contract (This is a Sunday)
- **\*\*Current Status estimated at 100% complete at this time. Pending punchlist and front entry soffit and perforated panels**
- **Building meet substantial completion deadline**



## Financials to date

- Project bought for \$7,453,661
- Action Item #10 (Fire Lane and Road to MLK) increased GMP to \$7,736,617
- Today's Action item #19 to Return (Lower the GMP) for the General Contractor

# Braun and butler Pay Application

# 11

12/1/2014

## APPLICATION AND CERTIFICATE FOR PAYMENT

Owner: Caldwell County 110 S. Main Street Lockhart, Texas 78644	PROJECT: Caldwell County Judicial Center 1703 S. Colorado Street Lockhart, Texas 78644	APPLICATION NO: 11 PERIOD TO: 12/30/14 PROJECT NO: 011413	Distribution to: <input type="checkbox"/> OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR
FROM CONTRACTOR: Braun and Butler Construction, Inc. 715 Discovery Blvd., Suite 109, Cedar Park, Tx. 78613	ARCHITECT: Steinbomer, Bramwell & Vrozel Architects, Inc 1400 S. Congress St., Ste. B202 Austin, Texas 78704	CONTRACT DATE: 01/17/14	

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown, in connection with the Contract.  
Continuation sheets are attached.

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

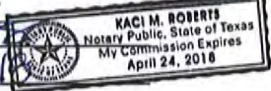
1. ORIGINAL CONTRACT SUM		\$7,453,661.00
2. Net Change by Change Orders		\$282,956.00
3. CONTRACT SUM TO DATE	proof \$000	\$7,736,617.00
4. TOTAL COMPLETED & STORED TO DATE		\$6,923,549.00
5. RETAINAGE:		
5% of Construction Work	\$346,177.45	
Total Retainage		\$346,177.45
6. TOTAL EARNED LESS RETAINAGE		\$6,577,371.55
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT		\$6,286,765.60
8. CURRENT PAYMENT DUE		\$290,605.95
9. BALANCE TO FINISH, INCLUDING RETAINAGE		\$1,159,245.45

CONTRACTOR: Braun and Butler Construction, Inc.

By: Mark Ell Date: 12-1-14

State of Texas  
County of Travis  
Subscribed and sworn to before me this 1st day of Dec. 2014

Notary Public: Kaci M. Roberts  
My Commission expires: Oct. 24, 2016



## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

## AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation sheets that are changed to conform to the amount certified.)

ARCHITECT: \_\_\_\_\_

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

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$282,956.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$282,956.00	\$0.00
NET CHANGES by Change Order		\$282,956.00



# Owners Contingency

## OWNERS CONTINGENCY EXPENDITURE REPORT

PROJECT: Caldwell County Judicial Center  
1703 S. Colorado Street  
CONTRACTOR Braun and Butler Construction, Inc.  
715 Discovery Blvd., Suite 109, Cedar Park, Tx 78613

APPLICATION NO: 11  
PERIOD TO: 11/30/14  
PROJECT NO: 011413  
CONTRACT DATE: 01/17/14

	Original Contingency Amount	\$314,735.00
	Revised Current Contingency Amount	\$348,027.00
<b>Approved Contingency Charges</b>		
2/19/14	Arias & Associates - geotechnical inspection services	\$13,425.00
3/14/14	Convergence Cabling - IT contract	\$92,870.00
3/14/14	American Paw & Bench - Courtroom benches	\$50,340.00
3/14/14	Schmidt Elec - Fire alarm panel relocation	\$3,075.00
4/14/14	Schmidt Elec - Rough-in for future, owner installed, track lighting in public gallery	\$2,451.00
4/14/14	Mascon Roofing - Roof replacement at detention area	\$26,037.00
4/14/14	Mascon Roofing - Roof repairs per roof consultants report	\$12,200.00
4/30/14	Terrazzo / Mosaic mural budget credit	(\$15,825.00)
4/25/14	Schmidt Elec - Add courtroom data & power outlets per ASI 11	\$8,415.00
4/25/14	Convergence Cabling - Add courtroom data drops per ASI 11	\$4,358.00
7/31/14	Site utility budget credit	(\$17,467.00)
8/11/14	Schmidt - Provide power & data for future monitor at public gallery	\$547.00
10/27/14	Add locking hardware to interior courtroom doors	\$9,850.00
11/10/14	AHH Logistics - move owners furniture	\$14,983.00

\*\*\*\*\* Clarification note: The contingency amount above (314,735) does not match the scheduled value on line 10 (330,560) due to movement of funds (15,825) after the final mural design contract was bought out.  
Clarification note: The contingency amount above (314,735) does not match the scheduled value on line 10 (348,027) due to movement of budget credit (17,467) from site utilities.

**\$98,478.00**

7/31/14 Total Uncommitted Contingency Balance \$98,478.00

### Listing of Contingency Charges Billed

Pay app 3	Arias & Associates - Geotechnical mobilization and drilling - invoice 2014440	\$2,167.00
Pay app 3	Arias & Associates - Select fill testing - invoice 2014509	\$417.00
Pay app 5	American Paw & Bench - Courtroom benches - material draw	\$20,760.00
Pay app 5	Mascon Roofing - Roof replacement at detention area	\$26,037.00
Pay app 6	Arias & Associates - invoice 20141092	\$589.00
Pay app 6	Mascon Roofing - Roof repairs per roof consultants report - partial billing	\$8,052.00
Pay app 7	Arias & Associates - geotech investigation and concrete testing - invoice 2014131	\$2,278.00
Pay app 7	Schmidt Elec - Fire alarm panel relocation - partial billing	\$769.00
Pay app 7	Mascon Roofing - Roof repairs per roof consultants report - final billing	\$4,148.00
Pay app 7	Convergence Cabling - IT contract - Partial billing	\$80,858.00
Pay app 8	Schmidt Elec - Rough-in for future, owner installed, track lighting in public gallery	\$613.00
Pay app 8	Schmidt Elec - Add courtroom data & power outlets per ASI 11 - partial billing	\$346.00
Pay app 8	Schmidt - Provide power & data for future monitor at public gallery	\$547.00
Pay app 9	Arias & Associates - Steel welding inspection	\$519.00
Pay app 10	Arias & Associates - invoice 20142133	\$1,540.00
Pay app 10	Convergence Cabling - IT contract - final billing of base contract	\$12,012.00
Pay app 10	Convergence Cabling - Add courtroom data drops per ASI 11	\$4,358.00
Pay app 10	Schmidt Elec - Fire alarm panel relocation - final billing	\$2,306.00
Pay app 10	Schmidt Elec - Rough-in for future, owner installed, track lighting in public gallery	\$1,838.00
Pay app 10	Schmidt Elec - Add courtroom data & power outlets per ASI 11 - final billing	\$7,669.00
Pay app 11	American Paw & Bench - Courtroom benches - second draw	\$20,769.00

Total Contractor's Contingency Expenditures Billed \$201,098.00

# Action Item #18

## CALDWELL COUNTY COMMISSIONERS COURT



Date: December 8th, 2014

Action Item #18

Approval of General Contractors Change Order proposal to provide three years maintenance on critical systems as a service for Caldwell County at the Justice Center

Subject:

**Action**

### RECOMMENDATION:

As requested by Caldwell County Judge Tom Bonn and County Commissioner Alfredo Munoz, Long Life Projects has asked the General Contractor to submit a plan for discussion and action to the Commissioners court. Attached is the results of the meetings and details of the final scope of work and cost in relation to this for a period of no more than 3 years

Proposed Cost \$144,336.93

### BACKGROUND INFORMATION:

After communications with the County Maintenance Supervisor relating to the special systems and technical expertise required to maintain the environmental, life safety, emergency back up and security systems and communicating these concerns to the County Judge, and Commissioner Munoz, A proposal was requested from the General contractor that included the following mission specific areas.

- Mechanical RTU equipment and ancillary equipment,
- Generator and supporting power transfer switch (ATS)
- Access Control, devices, hardware, software and maintenance
- Security camera systems and hardware and software and maintenance
- Fire Alarm maintenance inspections per code
- Fire Sprinkler systems maintenance and inspections per code
- Fire suppression system ( FM 200) maintenance and inspections
- Audio and visual equipment for the courtrooms, hardware and software maintenance
- General door and hardware maintenance (in relation to the access and security of the facility).

A final meeting was held on 11/17/2014 where Kenton Heinze, President of Braun and Butler General Contractors, presented the proposal below. The county maintenance staff, Curtis Weber, and James Turner along with Judge Bonn, Commissioner Munoz, Les Reddin (LLP) discussed the merits of having a plan in place that allows for the existing county maintenance staff to train on these special systems over a 3 year period while gaining the knowledge and skills to maintain the facility in the future.

All parties agree that this is the best direction for the counties short and long term maintenance program, for the Justice Center's critical systems, and that the county maintenance staff will be called upon to document and gain the knowledge to eventually take over the full maintenance of the facility.

This action does not include Custodial, or general maintenance items such as lighting replacements, (re-lamping) water closet repairs, rekeying, or requested services by the users such as hanging pictures, or furniture and room re arrangements.



# Action item #19

## CALDWELL COUNTY COMMISSIONERS COURT



Date: December 8th, 2014

Action Item #19

Approval of General Contractors Change Order proposal to Reduce the GMP of Braun and Butler and release of the Own Contingency and other closed line items and reductions

Subject:

### Action

#### **RECOMMENDATION:**

As requested by Caldwell County Commissioner Alfredo Munoz, Long Life Projects has asked the General Contractor to submit a Change Order to Reduce the Contractors GMP in the amount of \$226,302 of unused funds from the Caldwell County Justice Center.

#### **BACKGROUND INFORMATION:**

By returning these funds the county may re-dedicate them to better value improvements for the project and county as a best value consideration.

The amount returned does not reflect the Contractors fee reduction. That amount will be returned on the final close out of the project.

Also as noted on the contractor's letter, other funds will be returned once all subcontractors' line items close out.

Base GMP	\$7,453,661
C/O #1	\$282,596
Current GMP	\$7,736,617
Reduced by C/O #2	\$226,302
New GMP Total	\$7,510,315

# County Budget report

CALDWELL COUNTY, TEXAS						
PROJECT COSTS TO DATE						
CALDWELL COUNTY JUSTICE CENTER						
12/8/2014						
EXPENDITURES				ACTUAL EXPENDITURES	PROJECT BUDGET	BALANCE TO SPEND
LAND AND BUILDING				\$ 1,400,000	\$ 1,400,000	\$ -
FINANCING & CLOSING COSTS				223,749	224,265	516
ARCHITECT FEES				663,101	661,527	(1,574)
PROJECT MANAGEMENT FEES				80,100	103,200	23,100
CONSTRUCTION COSTS				6,923,549	7,736,617	813,068
INFORMATION TECHNOLOGY				298,063	350,000	51,937
CONSULTING SERVICES				42,279	45,000	2,721
SITE PREPARATION COSTS				63,663	60,000	(3,663)
TELEPHONE SYSTEM				89,581	100,000	10,419
FURNITURE, FIXTURES AND EQUIPMENT				171,162	432,224	261,062
CONTINGENCY				-	-	-
<b>TOTAL EXPENDITURES</b>				<b>\$ 9,955,247</b>	<b>\$ 11,112,833</b>	<b>\$ 1,157,586</b>
The above totals include bills paid through 12/8/2014.						
Retainage of \$346,177.45 is included in the Construction Costs line item but has not been paid.						



## Front of the Building



# Main entry





# Grand Hall



# District Clerks Office

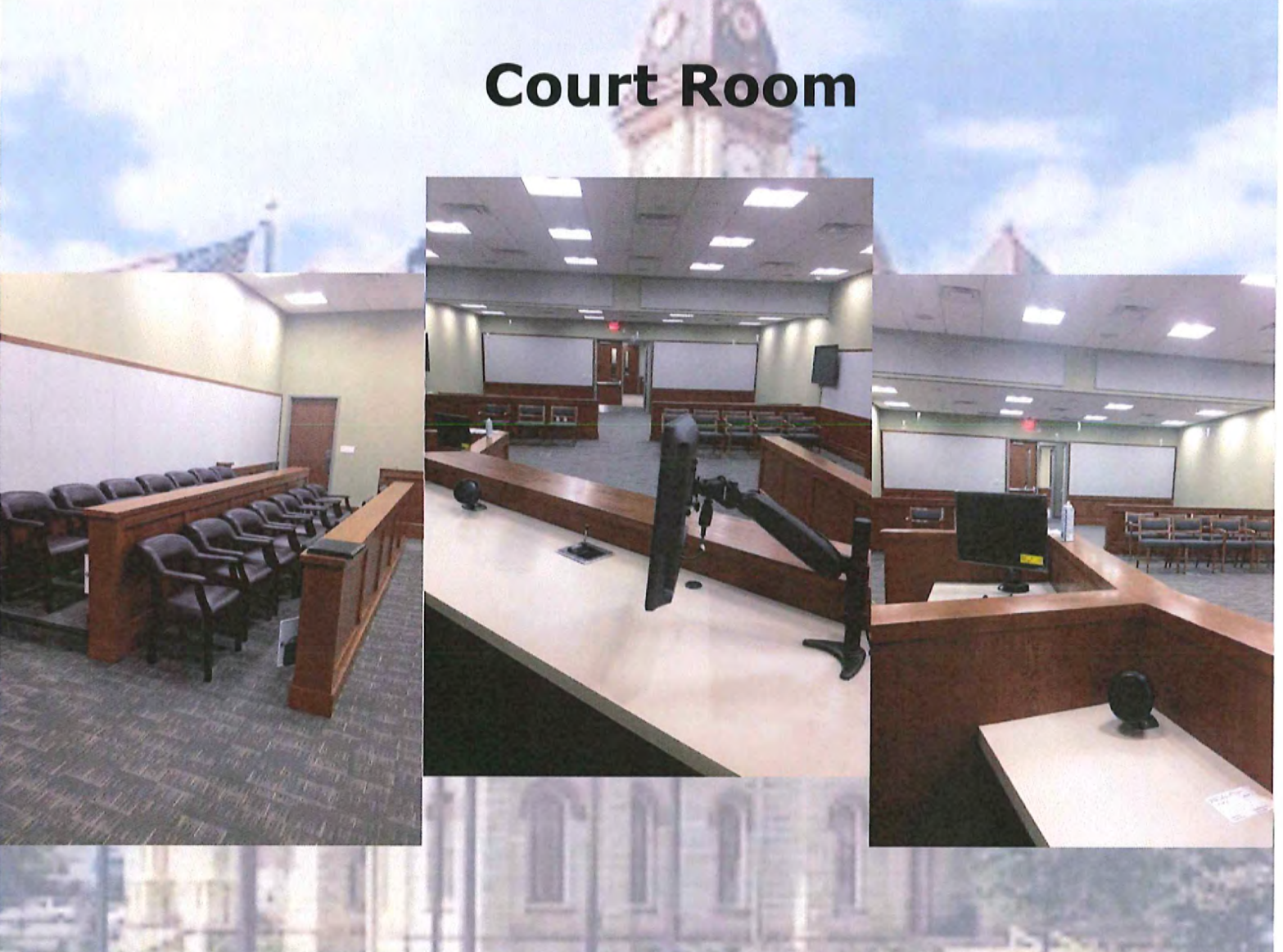




# County Clerk and public records

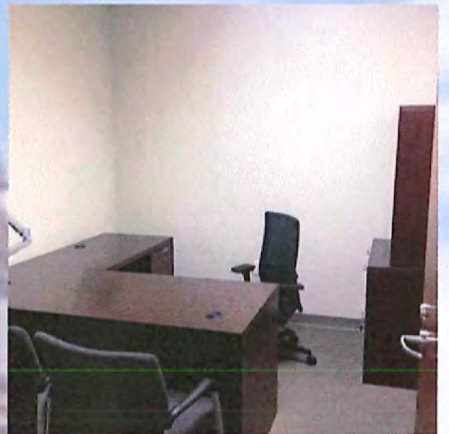


# Court Room





# District Attorney Rooms

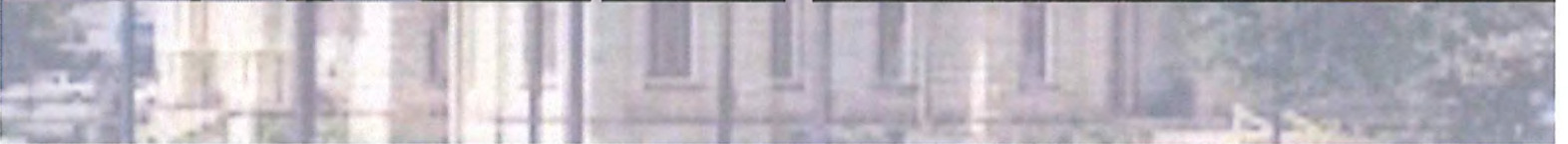


# Judges Chambers





# Adult Probation



# Adult Probation





# Detention



December 2014 CCJC Move Calendar

\*Moves by A Helping Hand Sub contracted to Braun and Butler

\*\*Record Moves by TAB

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
30	1	2	3	4	5	6
	Move County Clerk	Move District Clerk	Move D/A	Move Judges and courts	Float Day and employee catch up day	
7	8	9	10	11	12	13
	Move Adult Probation	Move Adult Probation	Finish moves and punch list all moves	Close out and finish	Close out and finish	

TAB Moves all records by contract

All desk top PC's and related equipment will be moved by A Helping hand and hooked up

Boxes will be provided by A Helping hand

This includes art work boxes and desk load boxes

Moves will be coordinated by Howard with each department in follow up meetings with the departments

Labels instructions and related move instructions also will be coordinated and delivered by A Helping Hand (Howard)



# Parking lot discussion



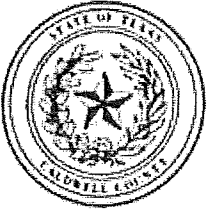
## **Next meeting report**

- No future reports unless requested by the court.





**A.**



Caldwell County, TX

# Payment Register

APPKT00454 - 12/08/14 a/p run

01 - Vendor Set 01

Bank: AP BNK - Pooled Cash - Operation

Vendor Number	Vendor Name						Total Vendor Amount
<u>ACCHEA</u>	ACC HEALTH LLC						2,600.00
Payment Type	Payment Number						
Check							
Payable Number	Description	Payable Date	Due Date	Payment Date	Payment Amount	Discount Amount	Payable Amount
<u>22226</u>	PROJECT # 26021 - CALDWELL COUNTY	11/07/2014	12/08/2014	12/02/2014	2,600.00	0.00	2,600.00

Vendor Number	Vendor Name						Total Vendor Amount
<u>AERDYN</u>	AERODYNAMIC AIRCONDITIONING & REFRIG.						2,120.00
Payment Type	Payment Number						
Check							
Payable Number	Description	Payable Date	Due Date	Payment Date	Payment Amount	Discount Amount	Payable Amount
<u>648</u>	COMPRESSOR	11/07/2014	12/08/2014	12/02/2014	2,120.00	0.00	2,120.00

Vendor Number	Vendor Name						Total Vendor Amount
<u>AISWHI</u>	AISHA WHITE-THOMPSON, CSR, RPR						4,356.00
Payment Type	Payment Number						
Check							
Payable Number	Description	Payable Date	Due Date	Payment Date	Payment Amount	Discount Amount	Payable Amount
<u>14-633</u>	SOT VS NICHOLAS MORPHIS 2013-14	12/01/2014	12/08/2014	12/02/2014	4,356.00	0.00	4,356.00

Vendor Number	Vendor Name						Total Vendor Amount
<u>ALECAL</u>	ALEXANDER LEE CALHOUN						450.00
Payment Type	Payment Number						
Check							
Payable Number	Description	Payable Date	Due Date	Payment Date	Payment Amount	Discount Amount	Payable Amount
<u>14-202</u>	CAUSE # 14-202 KASIE LACKEY	10/27/2014	12/08/2014	12/02/2014	450.00	0.00	450.00
<u>2012-203</u>	CAUSE #2012-203 JOSEPH GONZALES	11/13/2014	12/08/2014	12/02/2014	350.00	0.00	350.00

Vendor Number	Vendor Name						Total Vendor Amount
<u>ALFMUN</u>	ALFREDO MUNOZ						229.04
Payment Type	Payment Number						
Check							
Payable Number	Description	Payable Date	Due Date	Payment Date	Payment Amount	Discount Amount	Payable Amount
<u>112514</u>	EXPENSE REPORT 11/6 -24/14	11/26/2014	12/08/2014	12/02/2014	229.04	0.00	229.04

Vendor Number	Vendor Name						Total Vendor Amount
<u>ALLFAI</u>	ALL FAITHS FUNERAL SERVICE						670.00
Payment Type	Payment Number						
Check							
Payable Number	Description	Payable Date	Due Date	Payment Date	Payment Amount	Discount Amount	Payable Amount
<u>S14-224</u>	RYAN TERRY BERG DOD - 11/10/14	11/14/2014	12/08/2014	12/02/2014	670.00	0.00	670.00

Vendor Number	Vendor Name						Total Vendor Amount
<u>ALTAUS</u>	ALTEX ELECTRONICS						1,294.06
Payment Type	Payment Number						
Check							
Payable Number	Description	Payable Date	Due Date	Payment Date	Payment Amount	Discount Amount	Payable Amount
<u>509932</u>	ACCT # 30785 NEATPATCH 2RU CABLE MGR	11/17/2014	12/08/2014	12/02/2014	1,294.06	0.00	798.10
<u>510470</u>	ACCT # 30785	11/21/2014	12/08/2014	12/02/2014	495.96	0.00	495.96

Payment Register

APPKT00454 - 12/08/14 a/p run

Vendor Number	Vendor Name					Total Vendor Amount
<u>AMAMCD</u>	AMANDA SUE MCDANIEL					555.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				12/02/2014	555.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>CR 14-150</u>	CAUSE # CR 14-150 CHRISTOPHER MICHAEL LOWE	11/20/2014	12/08/2014	0.00	555.00	

Vendor Number	Vendor Name					Total Vendor Amount
<u>AMEFAB</u>	AMERICAN FAB, INC.					104.08
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				12/02/2014	104.08	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>00104484</u>	CARBURETOR 2ND DAY	11/06/2014	12/08/2014	0.00	104.08	

Vendor Number	Vendor Name					Total Vendor Amount
<u>ANDZEL</u>	ANDREW ZELHART					200.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				12/02/2014	200.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>111814</u>	20 TAILS	11/25/2014	12/08/2014	0.00	200.00	

Vendor Number	Vendor Name					Total Vendor Amount
<u>ANGBRO</u>	ANGELA FAYE BROWN					2,506.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				12/02/2014	2,506.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>11-FL-329_3</u>	CAUSE # 11-FL-329 BOBBY LEE	11/21/2014	12/08/2014	0.00	672.00	
<u>13-FL-185_5</u>	CAUSE # 13-FL-185 ZADDE ALVAREZ, ET AL	11/21/2014	12/08/2014	0.00	1,526.00	
<u>14-FL-356</u>	CAUSE # 14-FL-356 CHEYANNA WASDIN/RYLAN DE LOS S	11/21/2014	12/08/2014	0.00	308.00	

Vendor Number	Vendor Name					Total Vendor Amount
<u>ARNALO</u>	ARNULFO ALONZO					112.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				12/02/2014	112.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>112614</u>	CORRECTION TO PAY FOR 2014 ELECTION	12/01/2014	12/08/2014	0.00	112.00	

Vendor Number	Vendor Name					Total Vendor Amount
<u>ARRSCI</u>	ARROWHEAD SCIENTIFIC, INC.					146.79
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				12/02/2014	146.79	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>74742</u>	TAG TIE 18 " ORANGE W/2" X 3"	11/13/2014	12/08/2014	0.00	146.79	

Vendor Number	Vendor Name					Total Vendor Amount
<u>CININT</u>	AT & T MOBILITY					341.91
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				12/02/2014	341.91	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>875648878</u>	ACCT # 875648878 10/16 - 11/15/14	11/16/2014	12/08/2014	0.00	341.91	

Vendor Number	Vendor Name					Total Vendor Amount
<u>ATCINT</u>	ATCO INTERNATIONAL					198.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				12/02/2014	198.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>10419109</u>	CUST ID: 126786 CITREX	11/07/2014	12/08/2014	0.00	198.00	

Payment Register

APPKT00454 - 12/08/14 a/p run

Vendor Number	Vendor Name						Total Vendor Amount
<u>BARPLO</u>	BARRON CUSTOM HAY BALING						823.00
<b>Payment Type</b>	<b>Payment Number</b>				<b>Payment Date</b>	<b>Payment Amount</b>	
Check					12/02/2014	823.00	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>		
<u>074374</u>	14 ROUND BALES / 150 SQ BALES	11/20/2014	12/08/2014	0.00	823.00		
<u>BENLEA</u>	BENNY LEAL						90.00
<b>Payment Type</b>	<b>Payment Number</b>				<b>Payment Date</b>	<b>Payment Amount</b>	
Check					12/02/2014	90.00	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>		
<u>111814</u>	9 TAILS	11/25/2014	12/08/2014	0.00	90.00		
<u>BLUTAR</u>	BLUE TARP FINANCIAL, INC.						175.52
<b>Payment Type</b>	<b>Payment Number</b>				<b>Payment Date</b>	<b>Payment Amount</b>	
Check					12/02/2014	175.52	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>		
<u>C58541/2</u>	CUST # 11239 7938 PVC CELING BOX	11/06/2014	12/08/2014	0.00	89.39		
<u>C59960/2</u>	CUST # 11239 GE 250W CLR HEAT BULB	11/13/2014	12/08/2014	0.00	24.98		
<u>C60685/2</u>	CUST # 11239 SS INTA READ THERMOMETER	11/18/2014	12/08/2014	0.00	53.93		
<u>C60758/2</u>	CUST # 11239 3/8 X 2 GALV NIPPLE	11/18/2014	12/08/2014	0.00	5.87		
<u>C60940/2</u>	CUST # 11239 SCREWS, NUTS & BOLTS	11/19/2014	12/08/2014	0.00	1.35		
<u>BLUETR</u>	BLUEBONNET TRAILS MHMR						400.00
<b>Payment Type</b>	<b>Payment Number</b>				<b>Payment Date</b>	<b>Payment Amount</b>	
Check					12/02/2014	400.00	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>		
<u>112014</u>	DR. PRICE 10/02 & 10/16	11/11/2014	12/08/2014	0.00	400.00		
<u>HERBOB</u>	BOBBY HERZOG						90.00
<b>Payment Type</b>	<b>Payment Number</b>				<b>Payment Date</b>	<b>Payment Amount</b>	
Check					12/02/2014	90.00	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>		
<u>111814</u>	6 HOGS	11/24/2014	12/08/2014	0.00	90.00		
<u>BONMIN</u>	BONNIE MINATRA, C.C.R.						300.00
<b>Payment Type</b>	<b>Payment Number</b>				<b>Payment Date</b>	<b>Payment Amount</b>	
Check					12/02/2014	300.00	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>		
<u>11914</u>	JUDGE MELISSA MCCLENAHAN	11/19/2014	12/08/2014	0.00	300.00		
<u>BOVMER</u>	BOVIK & MEREDITH P.C.						1,258.00
<b>Payment Type</b>	<b>Payment Number</b>				<b>Payment Date</b>	<b>Payment Amount</b>	
Check					12/02/2014	1,258.00	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>		
<u>13-207</u>	CAUSE # 13-207 DONALD STRAIT	11/20/2014	12/08/2014	0.00	550.00		
<u>41139</u>	CAUSE # 41139 VICTORIA HARLEY	11/12/2014	12/08/2014	0.00	400.00		
<u>43858</u>	CAUSE # 43858 MEGAN GUY	11/10/2014	12/08/2014	0.00	308.00		
<u>BOWMAN</u>	BOWMAN CONSULTING GROUP LTD						2,758.75
<b>Payment Type</b>	<b>Payment Number</b>				<b>Payment Date</b>	<b>Payment Amount</b>	
Check					12/02/2014	2,758.75	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>		
<u>182119</u>	PROJECT # 070004-04-001 SUNRISE MEADOWS,LOCKHA	10/31/2014	12/08/2014	0.00	2,146.25		

Payment Register

APPKT00454 - 12/08/14 a/p run

Vendor Number	Vendor Name	Payment Type	Payment Number	Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	Total Vendor Amount
<u>183079</u>	PROJECT # 070004-02-001 130 ENVIRONMENTAL PARK	Check		<u>11</u>	PROJECT # 011413	11/30/2014	12/08/2014	0.00	612.50	612.50
<u>BANDB</u>	BRAUN AND BUTLER CONSTRUCTION, INC.	Check							290,605.95	290,605.95
<u>BRIBAR</u>	BRIAN BARRINGTON	Check		<u>223036</u>	CATCH 1 HORSE ON SHULKE ROAD	10/31/2014	12/08/2014	0.00	75.00	75.00
<u>BRYGIL</u>	Bryan Gil	Check		<u>111814</u>	6 HOGS	11/24/2014	12/08/2014	0.00	60.00	60.00
<u>BUSPRI</u>	BUSINESS PRINTING PLUS	Check		<u>19569</u>	PAYROLL VOUCHER	08/29/2014	12/08/2014	0.00	201.89	201.89
<u>AUTPAR</u>	CAPITOL AUTO PARTS	Check							929.78	929.78
				<u>07JA1037</u>	CUST # L10358 FILTER HEAVY DUTY FUEL	10/23/2014	10/23/2014	0.00	-59.41	
				<u>07JA6534</u>	CUST # L10358 MOTORCRAFT SPARK PLUGS	11/03/2014	12/08/2014	0.00	58.30	
				<u>07JA7385</u>	CUST # L310 REFLECTOR, 3 IN., RED	11/04/2014	12/08/2014	0.00	20.70	
				<u>07JA8239</u>	CUST # L10358 AIR FILTER PARTSPLUS	11/05/2014	12/08/2014	0.00	22.74	
				<u>07JA8366</u>	CUST # L310	11/05/2014	12/08/2014	0.00	67.59	
				<u>07JA8634</u>	CUST # L10358 MOTORCRAFT SPARK PLUGS	11/06/2014	12/08/2014	0.00	40.70	
				<u>07JA9408</u>	CUST # L10358 AIR FILTER PARTSPLUS	11/07/2014	12/08/2014	0.00	10.45	
				<u>07JA9493</u>	CUST # L10358 FILTER - AIR DOMESTIC	11/07/2014	12/08/2014	0.00	14.12	
				<u>07JB0480</u>	CUST # L10358 O2 SENSOR	11/10/2014	12/08/2014	0.00	69.96	
				<u>07JB0841</u>	CUST # L310 FILTER - HEAVY DUTY FUEL	11/10/2014	12/08/2014	0.00	84.16	
				<u>07JB2817</u>	ACCT # L10358 RADIATOR FAN ASSEMBL	11/13/2014	11/13/2014	0.00	-225.10	
				<u>07JB3050</u>	CUST # L10358 BLUE DEF DIESEL EXHAUST	11/13/2014	12/08/2014	0.00	223.68	
				<u>07JB3176</u>	CUST # L10358 BELTTENSIONER	11/13/2014	12/08/2014	0.00	129.50	
				<u>07JB3418</u>	CUST # L10358 BELT TENSIONER	11/14/2014	11/14/2014	0.00	-94.95	
				<u>07JB3424</u>	CUST # L10358 TENSIONER	11/14/2014	12/08/2014	0.00	67.95	
				<u>07JB3853</u>	CUST # L310 FILTER-HEAVY DUTY AIR	11/14/2014	12/08/2014	0.00	75.38	
				<u>07JB5338</u>	CUST # L310 FILTER-HEAVY DUTY	11/18/2014	12/08/2014	0.00	83.99	
				<u>07JB6200</u>	CUST #L10358 WATER PUMP	11/19/2014	12/08/2014	0.00	81.92	
				<u>07JB6218</u>	CUST # L310 BRAKE & CLUTCH PEDAL	11/19/2014	12/08/2014	0.00	4.70	
				<u>07JB6625</u>	CUST # L10358 PARTS PLUS 15W40 MOTOR	11/19/2014	12/08/2014	0.00	38.76	
				<u>07JB6782</u>	CUST # L310 NEW MASTER CYLINDER	11/19/2014	12/08/2014	0.00	150.90	
				<u>07JB7432</u>	CUST # L10358 SEALED BEAM	11/20/2014	12/08/2014	0.00	8.61	
				<u>07JB7563</u>	CUST # L310 WIRE LOOM	11/20/2014	12/08/2014	0.00	25.87	
				<u>07JB9584</u>	CUST # L310 1F X 3/4M IMPACK ADAPTE	11/25/2014	12/08/2014	0.00	29.26	

Payment Register

APPKT00454 - 12/08/14 a/p run

<b>Vendor Number</b>	<b>Vendor Name</b>				<b>Total Vendor Amount</b>	
<u>CARWIL</u>	CARISSA WILHELM				410.63	
<b>Payment Type</b>	<b>Payment Number</b>				<b>Payment Date</b>	<b>Payment Amount</b>
Check					12/02/2014	410.63
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>120114</u>	NOVEMBER TRAVEL 11/01 - 30/14	12/01/2014	12/08/2014	0.00	410.63	

<b>Vendor Number</b>	<b>Vendor Name</b>				<b>Total Vendor Amount</b>	
<u>CAROHL</u>	CARL R. OHLENDORF INSURANCE				3,032.50	
<b>Payment Type</b>	<b>Payment Number</b>				<b>Payment Date</b>	<b>Payment Amount</b>
Check					12/02/2014	3,032.50
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>14312</u>	POLICY # 15528920 ACCT # CALDW01 VICTOR S TERRELL	11/24/2014	12/08/2014	0.00	92.50	
<u>14313</u>	POLICY #13745633 ACCT # CALDW01 JOE ROLAND	11/24/2014	12/08/2014	0.00	177.50	
<u>14322</u>	POLICY # 14322 ACCT # CALDW01 SHANNA CONLEY	11/24/2014	12/08/2014	0.00	50.00	
<u>14324</u>	POLICY #14920444 ACCT # CALDW01 TINA MORGAN FRI	11/24/2014	12/08/2014	0.00	1,242.50	
<u>14325</u>	POLICY #24864251 ACCT # CALDW01 CAROL HOLCOMB	11/24/2014	12/08/2014	0.00	1,242.50	
<u>14327</u>	POLICY # 14938679 ACCT # CALDW01 D. JEFFREY	11/24/2014	12/08/2014	0.00	50.00	
<u>14328</u>	POLICY # 24864225 MATT KIELY 1/01/15 - 01/01/19	11/24/2014	12/08/2014	0.00	177.50	

<b>Vendor Number</b>	<b>Vendor Name</b>				<b>Total Vendor Amount</b>	
<u>CENAIR</u>	CENTURY A/C SUPPLY				34.56	
<b>Payment Type</b>	<b>Payment Number</b>				<b>Payment Date</b>	<b>Payment Amount</b>
Check					12/02/2014	34.56
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>7597557</u>	# 4385 ATCO FLEXDUCT R6 10INX25FT	10/29/2014	12/08/2014	0.00	34.56	

<b>Vendor Number</b>	<b>Vendor Name</b>				<b>Total Vendor Amount</b>	
<u>CENPES</u>	CENTURY PEST CONTROL, INC.				230.00	
<b>Payment Type</b>	<b>Payment Number</b>				<b>Payment Date</b>	<b>Payment Amount</b>
Check					12/02/2014	230.00
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>17554</u>	ACCT # 1047 CENTURY SYSTEM-MT - INTERIOR ONLY	11/05/2014	12/08/2014	0.00	230.00	

<b>Vendor Number</b>	<b>Vendor Name</b>				<b>Total Vendor Amount</b>	
<u>CHEJON</u>	CHEVON JONES				550.00	
<b>Payment Type</b>	<b>Payment Number</b>				<b>Payment Date</b>	<b>Payment Amount</b>
Check					12/02/2014	550.00
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>12-0923</u>	CASE # 12-0923 STPETER, CHRISTOPHER	11/26/2014	12/08/2014	0.00	50.00	
<u>12-1324</u>	CASE # 12-1324 RAMIREZ, VICTORIA	11/26/2014	12/08/2014	0.00	50.00	
<u>12-1324 1</u>	CASE # 12-1324 VICTORIA A RAMIREZ	11/26/2014	12/08/2014	0.00	50.00	
<u>12-1325</u>	CASE # 12-1325 RAMIREZ, VICTORIA	11/26/2014	12/08/2014	0.00	50.00	
<u>12-1325 1</u>	CASE # 12-1325 VICTORIA A RAMIREZ	11/26/2014	12/08/2014	0.00	50.00	
<u>12-1693</u>	CASE # 12-1693 BERNAL, JENNIFER	11/26/2014	12/08/2014	0.00	50.00	
<u>12-1693A</u>	CASE # 12-1693A BERNAL, JENNIFER	11/26/2014	12/08/2014	0.00	50.00	
<u>13-1227</u>	CASE # 13-1227 TORRES, OSCAR E	11/26/2014	12/08/2014	0.00	50.00	
<u>13-1227 1</u>	CASE # 13-1227 OSCAR E TORRES	11/26/2014	12/08/2014	0.00	50.00	
<u>13-1228</u>	CASE # 13-1228 TORRES, OSCAR E.	11/26/2014	12/08/2014	0.00	50.00	
<u>13-1228 1</u>	CASE # 13-1228 OSCAR E TORRES	11/26/2014	12/08/2014	0.00	50.00	

<b>Vendor Number</b>	<b>Vendor Name</b>				<b>Total Vendor Amount</b>	
<u>CHIVET</u>	CHISHOLM TRAIL VETERINARY CLINIC				12.99	
<b>Payment Type</b>	<b>Payment Number</b>				<b>Payment Date</b>	<b>Payment Amount</b>
Check					12/02/2014	12.99
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>85395</u>	CLIENT ID: 4988 TOSCA CANINE ADULT HEALTHY	11/14/2014	12/08/2014	0.00	12.99	



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Vendor Number	Vendor Name				Total Vendor Amount
<u>CHRKIN</u>	Chris King				30.00
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		12/02/2014	30.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>111814</u>	3 HOGS	11/24/2014	12/08/2014	0.00	30.00

Vendor Number	Vendor Name				Total Vendor Amount
<u>CINJOH</u>	CINDY D JOHNSON				19.04
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		12/02/2014	19.04		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>112514</u>	EXPENSE REPORT MILEAGE 11/19/14	12/01/2014	12/08/2014	0.00	19.04

Vendor Number	Vendor Name				Total Vendor Amount
<u>CINTAS</u>	CINTAS CORPORATION #86				2,555.14
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		12/02/2014	2,555.14		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>086100594</u>	CONTRACT # 01681 CUST # 08619	11/05/2014	12/08/2014	0.00	142.85
<u>086100595</u>	CONTRACT # 01681 CUST # 01681	11/05/2014	12/08/2014	0.00	201.45
<u>086100596</u>	CONTRACT # 01681 CUST # 01682	11/05/2014	12/08/2014	0.00	201.23
<u>086100600</u>	CONTRACT # 01981 CUST # 09387	11/05/2014	12/08/2014	0.00	55.36
<u>086103857</u>	CONTRACT # 01981 CUST # 08619	11/12/2014	12/08/2014	0.00	189.49
<u>086103858</u>	CONTRACT # 01681 CUST # 01681	11/12/2014	12/08/2014	0.00	201.45
<u>086103859</u>	CONTRACT # 01681 CUST # 01681	11/12/2014	12/08/2014	0.00	201.23
<u>086103863</u>	CONTRACT # 01681 CUST # 09387	11/12/2014	12/08/2014	0.00	55.36
<u>086107129</u>	CONTRACT # 01981 CUST # 08619	11/19/2014	12/08/2014	0.00	195.32
<u>086107130</u>	CONTRACT # 01681 CUST # 01681	11/19/2014	12/08/2014	0.00	201.45
<u>086107131</u>	CONTRACT # 01681 CUST # 01682	11/19/2014	12/08/2014	0.00	201.23
<u>086107135</u>	CONTRACT # 01681 CUST # 09387	11/19/2014	12/08/2014	0.00	55.36
<u>086110398</u>	CONTRACT # 01681 CUST # 08619	11/26/2014	12/08/2014	0.00	195.32
<u>086110399</u>	CONTRACT # 01681 CUST # 01681	11/26/2014	12/08/2014	0.00	201.45
<u>086110400</u>	CONTRACT # 01681 CUST # 01682	11/26/2014	12/08/2014	0.00	201.23
<u>086110404</u>	CONTRACT # 01681 CUST # 09387	11/26/2014	12/08/2014	0.00	55.36

Vendor Number	Vendor Name				Total Vendor Amount
<u>CLIMCC</u>	CLIFFORD W. MCCORMACK				807.00
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		12/02/2014	807.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>13-054</u>	CAUSE # 13-054 SHANE VANHOOSE	11/20/2014	12/08/2014	0.00	350.00
<u>44193</u>	CAUSE # 44193 SHANE CARL VANHOOSE	11/10/2014	12/08/2014	0.00	457.00

Vendor Number	Vendor Name				Total Vendor Amount
<u>COLWIS</u>	COLIN WISE				300.00
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		12/02/2014	300.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>43,898</u>	CAUSE # 43,898 IZAN JAY YBACHE	11/10/2014	12/08/2014	0.00	300.00

Vendor Number	Vendor Name				Total Vendor Amount
<u>CONPHA</u>	CONTRACT PHARMACY SERVICES, INC.				5,261.18
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		12/02/2014	5,261.18		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>10-235-14</u>	DOS: 10/2014	10/31/2014	12/08/2014	0.00	5,261.18

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<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>CORMOB</u>	CORRECTIONAL MOBILE MEDICAL SERVICES					360.00
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				12/02/2014	360.00	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>3688</u>	X-RAYS EXAMS PERFORMED AT CALDWELL COUNTY	11/06/2014	12/08/2014	0.00	360.00	

<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>DANMCC</u>	DAN MCCORMACK					1,127.00
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				12/02/2014	1,127.00	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>14-FL-356</u>	CAUSE # 14-FL-356 WASDIN / DE LOS SANTOS	11/19/2014	12/08/2014	0.00	1,127.00	

<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>DARLAW</u>	DARLA LAW					326.56
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				12/02/2014	326.56	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>112614</u>	EXPENSE REPORT 11/3 - 26/14	11/26/2014	12/08/2014	0.00	326.56	

<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>DAVBRO</u>	DAVID BROOKS, ATTORNEY AT LAW					100.00
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				12/02/2014	100.00	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>112514</u>	LEGAL CONSULTATION SERVICES NOVEMBER 2014	11/25/2014	12/08/2014	0.00	100.00	

<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>DAVCOL</u>	DAVID M COLLINS					150.00
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				12/02/2014	150.00	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>14-0-432</u>	UNIDICTED JACOB HERNANDEZ	11/14/2014	12/08/2014	0.00	150.00	

<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>DEWPOT</u>	DEWITT POTHS & SON					422.07
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				12/02/2014	422.07	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>422974-0</u>	CUST # 12430 CRTDG, TONER, BK	11/12/2014	12/08/2014	0.00	106.03	
<u>423426-0</u>	CUST # 12430 SPOTPAPER	11/18/2014	12/08/2014	0.00	34.75	
<u>423524-0</u>	CUST # 12430 CDR, 700MB, BRANDED	11/19/2014	12/08/2014	0.00	211.79	
<u>424189-0</u>	CUST # 12430 SPOTPAPER	11/24/2014	12/08/2014	0.00	69.50	

<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>DONBRO</u>	DONALD BROWN					30.00
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				12/02/2014	30.00	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>111814</u>	3 HOGS	11/24/2014	12/08/2014	0.00	30.00	

<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>DORSAU</u>	DORAN GEORGE SAUER					656.00
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				12/02/2014	656.00	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>12-046</u>	CAUSE # 12-046 DAVID MARTINEZ	11/20/2014	12/08/2014	0.00	350.00	
<u>14-174</u>	CAUSE # 14-174 LESTER TREMAINE BRITTON	11/04/2014	12/08/2014	0.00	306.00	

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<b>Vendor Number</b> <u>ELESYS</u>	<b>Vendor Name</b> ELECTION SYSTEMS & SOFTWARE INC.			<b>Total Vendor Amount</b> 6,437.45	
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Payment Date</b> 12/02/2014	<b>Payment Amount</b> 6,437.45		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<u>913485</u>	ACCT # C04192 TRAINING DAY 10/09/14 JOHN MOODY	10/30/2014	12/08/2014	0.00	1,575.00
<u>913975</u>	ACCT # C04192 OFFICIAL ELEC BALLOTS -ABSENTEE	10/31/2014	12/08/2014	0.00	192.65
<u>913984</u>	ACCT # C04192 OFFICIAL ELEC BALLOTS- ABSENTEE	10/31/2014	12/08/2014	0.00	16.39
<u>914002</u>	OFFICIAL ELEC BALLOTS ABSENTEE	10/31/2014	12/08/2014	0.00	245.77
<u>914733</u>	ACCT # C04192 OFFICIAL ELEC BALLOTS ABSENTEE	11/12/2014	12/08/2014	0.00	282.64
<u>916576</u>	ACCT # C04192 SITE SUPPORT	11/25/2014	12/08/2014	0.00	4,125.00

<b>Vendor Number</b> <u>FARBRO</u>	<b>Vendor Name</b> FARMER BROTHERS. CO.			<b>Total Vendor Amount</b> 635.15	
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Payment Date</b> 12/02/2014	<b>Payment Amount</b> 635.15		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<u>60942252</u> SO	ACCT # 6302473 CAINS SUNNY CUP 1LB	11/13/2014	12/08/2014	0.00	635.15

<b>Vendor Number</b> <u>FERRUJ</u>	<b>Vendor Name</b> FERNANDO RUIZ			<b>Total Vendor Amount</b> 350.00	
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Payment Date</b> 12/02/2014	<b>Payment Amount</b> 350.00		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<u>11-242</u>	CAUSE # 11-242 FRAN LESTON	11/13/2014	12/08/2014	0.00	350.00

<b>Vendor Number</b> <u>FERJOS</u>	<b>Vendor Name</b> FERRIS JOSEPH PRODUCE, INC.			<b>Total Vendor Amount</b> 1,644.13	
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Payment Date</b> 12/02/2014	<b>Payment Amount</b> 1,644.13		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<u>89600</u>	BANANAS EA	11/03/2014	12/08/2014	0.00	67.50
<u>89609</u>	APPLES 138 CT RED DEL CASE	11/05/2014	12/08/2014	0.00	114.45
<u>89614</u>	AA MED 15 DOZ EGGS	11/06/2014	12/08/2014	0.00	280.50
<u>89639</u>	ICEBERG 24 CT	11/07/2014	12/08/2014	0.00	193.95
<u>89642</u>	CABBAGE 50 LB PREMIUM CTN	11/09/2014	12/08/2014	0.00	101.45
<u>89662</u>	CABBAGE GREEN 50 LB JBO SACK	11/12/2014	12/08/2014	0.00	142.93
<u>89664</u>	AA MED 15 DOZ EGGS	11/13/2014	12/08/2014	0.00	461.95
<u>89686</u>	APPLES 138CT RED DEL CASE	11/14/2014	12/08/2014	0.00	159.70
<u>89692</u>	CABBAGE LB	11/16/2014	12/08/2014	0.00	121.70

<b>Vendor Number</b> <u>BUTBAK</u>	<b>Vendor Name</b> FLOWERS BAKING CO. OF SAN ANTONIO			<b>Total Vendor Amount</b> 839.52	
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Payment Date</b> 12/02/2014	<b>Payment Amount</b> 839.52		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<u>38383271</u>	ACCT # 40078309 MIC 20 7" FL TOR	11/04/2014	12/08/2014	0.00	415.08
<u>38383482</u>	ACCT # 40078309 MIC 20 7" FL TOR	11/11/2014	12/08/2014	0.00	424.44

<b>Vendor Number</b> <u>GEOCAM</u>	<b>Vendor Name</b> GEORGE CAMERON			<b>Total Vendor Amount</b> 50.00	
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Payment Date</b> 12/02/2014	<b>Payment Amount</b> 50.00		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<u>283522</u>	2 DONKEY REMOVALS	11/19/2014	12/08/2014	0.00	50.00



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Vendor Number	Vendor Name			Total Vendor Amount
<u>GLOAUT</u>	GLOSSERMAN AUTOMOTIVE CENTER			16.69
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		12/02/2014	16.69	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
<u>053811</u>	ACCT # 1010 NAPA HAND CLEANER	11/25/2014	12/08/2014	0.00 16.69

Vendor Number	Vendor Name			Total Vendor Amount
<u>GOOAUT</u>	GOODYEAR AUTO SERVICE CENTER			1,289.39
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		12/02/2014	1,289.39	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
<u>206728</u>	ACCT # 473509272 P235/55R17 98W S2 EAG RS-S	11/14/2014	12/08/2014	0.00 1,289.39

Vendor Number	Vendor Name			Total Vendor Amount
<u>GRAING</u>	GRAINGER			160.25
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		12/02/2014	160.25	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
<u>9582004819</u>	ACCT # 841505548 RECHARGEABLE BATTERY	10/30/2014	12/08/2014	0.00 116.48
<u>9582004827</u>	ACCT # 841505548 V-BELT, 4L300	11/29/2014	12/08/2014	0.00 11.32
<u>9588680521</u>	ACCT # 841505548 INCANDESCENT LIGHT BAR	11/06/2014	12/08/2014	0.00 32.45

Vendor Number	Vendor Name			Total Vendor Amount
<u>GRESCH</u>	GREG SCHEIERMAN			160.00
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		12/02/2014	160.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
<u>111814</u>	16 - TAILS	11/25/2014	12/08/2014	0.00 160.00

Vendor Number	Vendor Name			Total Vendor Amount
<u>GTDIST</u>	GT DISTRIBUTORS, INC.			580.00
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		12/02/2014	580.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
<u>INV0508235</u>	CUST ID: 003167 BLACKHAWK TRADITIONAL NYLON SIN	09/16/2014	12/08/2014	0.00 580.00

Vendor Number	Vendor Name			Total Vendor Amount
<u>HANEQU</u>	HANSON EQUIPMENT			662.63
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		12/02/2014	662.63	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
<u>234153</u>	CAL001 BLADE-BUSH HOG	11/05/2014	12/08/2014	0.00 147.60
<u>234247</u>	CAL001 MURPHY'S TIRE COMPOUND	11/10/2014	12/08/2014	0.00 45.00
<u>234267</u>	CAL001 16.9-30 TIRE REPAIR	11/10/2014	12/08/2014	0.00 87.96
<u>234335</u>	CAL001 O-RING 3/8"	11/12/2014	12/08/2014	0.00 148.36
<u>234337</u>	O-RING FACE SWIV FEMALE	11/12/2014	12/08/2014	0.00 23.80
<u>234376</u>	FLAT REPAIR 11.2-24	11/13/2014	12/08/2014	0.00 88.13
<u>234384</u>	CAL001 TRACTOR SEAT	11/13/2014	12/08/2014	0.00 95.40
<u>234547</u>	CAL001 HOSE-FARMEX II 1/4" 5000PSI	11/20/2014	12/08/2014	0.00 19.00
<u>234552</u>	CAL001 METAL STEM .62 X 1-1/2"	11/20/2014	12/08/2014	0.00 7.38

Vendor Number	Vendor Name			Total Vendor Amount
<u>HARREE</u>	HARLON REED			190.00
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		12/02/2014	190.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
<u>111814</u>	19 TAILS	11/25/2014	12/08/2014	0.00 190.00

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Vendor Number	Vendor Name					Total Vendor Amount
<u>HAYLAB</u>	HAYLEE LABERMEYER					40.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				12/02/2014	40.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>111814</u>	4 - TAILS	11/18/2014	12/08/2014	0.00	40.00	
<u>HOFMANN'S SUPPLY</u>	HOFMANN'S SUPPLY					95.20
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				12/02/2014	95.20	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>807640</u>	CUST # 01734 ACETYLENE SMALL	11/30/2014	12/08/2014	0.00	95.20	
<u>HOLLIS BURKLUND</u>	HOLLIS BURKLUND					1,030.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				12/02/2014	1,030.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>10-FL-134</u>	CAUSE # 10-FL-134 DELAYNEE SKY GOMEZ	11/17/2014	12/08/2014	0.00	780.00	
<u>2380-13CC</u>	CAUSE # 2380-13CC / 2412-13CC S.A.M.	11/20/2014	12/08/2014	0.00	250.00	
<u>HOMER HORNE</u>	HOMER HORNE					587.20
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				12/02/2014	587.20	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>112014</u>	11/16 - 19/14 EXPENSE REPORT	11/20/2014	12/08/2014	0.00	587.20	
<u>IDA MAGALLANEZ</u>	IDA MAGALLANEZ					16.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				12/02/2014	16.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>112614</u>	CORRECTION TO PAY FOR 11/04/14	12/01/2014	12/08/2014	0.00	16.00	
<u>INDUSTIAL ASPHALT, LLC</u>	INDUSTIAL ASPHALT, LLC					9,065.55
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				12/02/2014	9,065.55	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>44130</u>	CUST # 1145 JOB #1.C1644 ASPHALT: MUSTANG RIDGE	11/22/2014	12/08/2014	0.00	9,065.55	
<u>INTERSTATE BILLING SERVICE</u>	INTERSTATE BILLING SERVICE					3,175.20
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				12/02/2014	3,175.20	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>178655</u>	ACCT # 220112 RING RATAI	11/19/2014	12/08/2014	0.00	253.57	
<u>179160</u>	ACCT # 220112 SEALING RI	11/21/2014	12/08/2014	0.00	771.57	
<u>35251</u>	CUST # 220112 INSPECT AND ADVISE FOR CHECK ENGINI	11/13/2014	12/08/2014	0.00	2,150.06	
<u>JACOB SPRADLING</u>	JACOB SPRADLING					50.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				12/02/2014	50.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>111814</u>	5 - TAILS	11/25/2014	12/08/2014	0.00	50.00	

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Vendor Number	Vendor Name					Total Vendor Amount
<u>JAMSAM</u>	JAMES SAMSON					110.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				12/02/2014	110.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>111814</u>	11 - TAILS	11/25/2014	12/08/2014	0.00	110.00	
<u>JAMSTO</u>	James Stone					120.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				12/02/2014	120.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>111814</u>	12 - TAILS	11/25/2014	12/08/2014	0.00	120.00	
<u>JANORT</u>	JANIE ORTIZ					110.84
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				12/02/2014	110.84	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>112814</u>	EXPENSE REPORT MILEAGE FOR NOVEMBER 2014	11/28/2014	12/08/2014	0.00	110.84	
<u>JASTRU</u>	JASON TRUMPLER					504.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				12/02/2014	504.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>14-175</u>	CAUSE # 14-175 EDRIC BROOKS	11/20/2014	12/08/2014	0.00	504.00	
<u>JAYPRU</u>	JAY PRUITT					295.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				12/02/2014	295.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>111814</u>	19 TAILS + \$200 BONUS COUPON	11/25/2014	12/08/2014	0.00	295.00	
<u>JCOJAN</u>	JCO JANITORIAL SUPPLY					2,167.59
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				12/02/2014	2,167.59	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>80701</u>	CUST ID: LKCNJL REG TOILET TISSUE - RSES/HSFT	11/06/2014	12/08/2014	0.00	1,196.67	
<u>80745</u>	CUST ID: LKCNJL REG TOILET - RSES/HSFT	11/12/2014	12/08/2014	0.00	970.92	
<u>JOHBUT</u>	JOHN BUTLER					350.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				12/02/2014	350.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>2010-225</u>	CAUSE # 2010-225 CLAUDIA PERALEZ	11/03/2014	12/08/2014	0.00	350.00	
<u>FARPLA</u>	JOHN DEERE FINANCIAL					25.94
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				12/02/2014	25.94	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>10337234</u>	CUST # 99 TRIMMER - 1 LB	10/23/2014	12/08/2014	0.00	15.99	
<u>10338168</u>	CUST # 99 SLVR VINYL THRESHOLD	11/06/2014	12/08/2014	0.00	9.95	



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Vendor Number	Vendor Name					Total Vendor Amount
<u>JOHPAI</u>	JOHNNY & SONS PAINT & BODY SHOP					350.50
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				12/02/2014	350.50	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>13227</u>	FORD '02 WINDSHIELD NAGS W/O HARLEY DAVIDSON	11/14/2014	12/08/2014	0.00	350.50	
<u>JULGIB</u>	JULIE GIBBS, RN SANE					566.50
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				12/02/2014	566.50	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>2014100115</u>	CASE # 2014100115 SANE	10/26/2014	12/01/2014	0.00	566.50	
<u>KARWAN</u>	KAREN WANG					1,267.62
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				12/02/2014	1,267.62	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>14-FL-155</u>	CAUSE # 14-FL-155 ITIO CG, ZS	11/19/2014	12/08/2014	0.00	518.62	
<u>14-FL-229</u>	CAUSE # 14-FL-229 ZACHERIAH LEE GUTIERREZ	11/18/2014	12/08/2014	0.00	749.00	
<u>KIRJEF</u>	KIRK JEFFREY					160.00
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				12/02/2014	160.00	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>111814</u>	16 HOGS	11/24/2014	12/08/2014	0.00	160.00	
<u>KJSAUT</u>	KJ'S AUTO ACCESSORIES					171.40
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				12/02/2014	171.40	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>17502</u>	CALDM ROTATOR REPLACEMENT	11/19/2014	12/08/2014	0.00	171.40	
<u>KYLMAY</u>	KYLE MAYSEL					604.80
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				12/02/2014	604.80	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>33,113</u>	CAUSE # 33,113 RICARDO DELGADO	11/25/2014	12/08/2014	0.00	350.00	
<u>43,624</u>	CAUSE # 43,624 MONICA ZAVALA	11/25/2014	12/08/2014	0.00	254.80	
<u>LARROB</u>	LARRY E ROBERSON					32.28
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				12/02/2014	32.28	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>111914</u>	EXPENSE REPORT 10/1 - 11/17/14	11/24/2014	12/08/2014	0.00	32.28	
<u>LARRAS</u>	LARRY O. RASCO					200.00
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				12/02/2014	200.00	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>2453-14CC</u>	CAUSE # 2453-14CC R.S.	11/24/2014	12/08/2014	0.00	200.00	

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Vendor Number	Vendor Name					Total Vendor Amount
<u>BARDEN</u>	LAW OFFICE OF BART DENUM					350.00
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				12/02/2014	350.00	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>2009-098</u>	CAUSE # 2009-098 JEFFERY CANTRILL	11/17/2014	12/08/2014	0.00	350.00	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>TRUCIT</u>	LEIF JOHNSON FORD TRUCK CITY					118.66
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				12/02/2014	118.66	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>499127</u>	ACCT # 2740 BRAKE LINE	11/21/2014	12/08/2014	0.00	118.66	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>LIVFEE</u>	LIVENGOOD FEED STORE					48.87
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				12/02/2014	48.87	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>LOINV000092122</u>	ACCT # 1C250 CABLE TIE 14.6" STANDARD DUTY	11/21/2014	12/08/2014	0.00	48.87	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>LOCMOT</u>	LOCKHART MOTOR CO.,INC.					555.30
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				12/02/2014	555.30	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>T37703</u>	CUST # 3810 CATALYST ASSY	11/13/2014	12/08/2014	0.00	546.32	
<u>T37776</u>	OIL FILTER	11/25/2014	12/08/2014	0.00	8.98	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>LOCPOS</u>	LOCKHART POST REGISTER					414.43
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				12/02/2014	414.43	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>00073362</u>	NOTICE OF TAX REVENUE INCREASE	09/04/2014	12/08/2014	0.00	338.63	
<u>00073519</u>	SPEED LIMIT HEARING FOR CR 172	09/24/2014	12/08/2014	0.00	30.24	
<u>103114</u>	10/09 & 28/14 FOUND	10/31/2014	12/08/2014	0.00	45.56	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>LONLIF</u>	LONG LIFE PROJECTS					8,100.00
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				12/02/2014	8,100.00	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>214</u>	NOVEMBER 2014	11/30/2014	12/08/2014	0.00	8,100.00	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>MAECAR</u>	MAE RATHBONE CARTER,ATTNY & CNLSR AT LAW					35.00
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				12/02/2014	35.00	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>14-FL-175</u>	CAUSE # 14-FL-175 ELIZABETH ELAINE IRISH	11/19/2014	12/08/2014	0.00	35.00	
<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<u>MARGGAR</u>	MARGIE GARCIA					40.50
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				12/02/2014	40.50	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<u>112614</u>	CORRECTION TO PAY FOR 2014 ELECTION	12/01/2014	12/08/2014	0.00	40.50	

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<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>	
<u>MARPLU</u>	MARK'S PLUMBING PARTS					276.54	
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>		
Check				12/02/2014	276.54		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>		
<u>INV001366786</u>	CUST ID: 278898 ACORN, ORIFICE PT SPRING 10 PK	11/06/2014	12/08/2014	0.00	276.54		

<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>	
<u>MEDWHO</u>	MEDICAL WHOLSALE, INC.					1,153.41	
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>		
Check				12/02/2014	1,153.41		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>		
<u>0409015-IN</u>	CUST # 0004666 TOLNAFTATE	09/16/2014	12/08/2014	0.00	47.07		
<u>0413069-IN</u>	CUST # 0004666 WAFER STOMAHSV 2-3/4 5X5 10/BX	11/03/2014	12/08/2014	0.00	185.11		
<u>0413532-IN</u>	CUSTOMER # 0004666 ORDER # 0396794	11/06/2014	12/08/2014	0.00	921.23		

<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>	
<u>MERNEL</u>	MERRILL NELSON					90.00	
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>		
Check				12/02/2014	90.00		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>		
<u>111814</u>	5 HOGS + \$40 BONUS COUPON	11/25/2014	12/08/2014	0.00	90.00		

<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>	
<u>NELBER</u>	NELL M. BERRY					24.00	
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>		
Check				12/02/2014	24.00		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>		
<u>112614</u>	CORRECTION IN HOURS FOR ELECTION 2014	12/01/2014	12/08/2014	0.00	24.00		

<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>	
<u>OFFIDE</u>	OFFICE DEPOT					1,604.80	
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>		
Check				12/02/2014	1,604.80		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>		
<u>733847768001</u>	ACCT # 43682634 PAPER, COPY, 10-REAMS/CA, W	10/07/2014	12/08/2014	0.00	182.64		
<u>734726949001</u>	ACCT # 43682634 FOLDER, LTR, 2 PLY, 4" END, MAN	10/18/2014	12/08/2014	0.00	164.95		
<u>735768204001</u>	ACCT # 43682634 CARD, INDEX	10/23/2014	12/08/2014	0.00	-9.06		
<u>73621579001</u>	ACCT # 43682634 STOOL, FOLD, 3 STEP, COSCO	10/21/2014	12/08/2014	0.00	35.99		
<u>736215923001</u>	ACCT # 43682634 PAPER, COPY, 10 REAMS/CA, W	10/21/2014	12/08/2014	0.00	189.32		
<u>736980761001</u>	ACCT # 43682634 DESKPAD, MNT 22 X 17, 1C	10/27/2014	12/08/2014	0.00	255.63		
<u>736980761002</u>	ACCT # 43682634 PLANNER, MTH, DM 10 X 12, BLK	10/28/2014	12/08/2014	0.00	73.92		
<u>736980824001</u>	ACCT # 43682634 REFILL	10/27/2014	12/08/2014	0.00	1.66		
<u>737952161001</u>	ACCT # 43682634 PAPER, COPY	10/30/2014	12/08/2014	0.00	264.54		
<u>737952762001</u>	ACCT # 43682634 INK, REPLACE PB 793-5, RED	10/30/2014	12/08/2014	0.00	33.53		
<u>739234421001</u>	ACCT # 43682634 BOARD MARKER	11/07/2014	12/08/2014	0.00	228.48		
<u>739351039001</u>	ACCT # 43682634 FOLDER, REFIN TB, LTR, 100BX	11/07/2014	12/08/2014	0.00	44.68		
<u>740054596001</u>	ACCT # 43682634 SHARPENER, PNCL, ELEC, HD, B	11/11/2014	12/08/2014	0.00	24.06		
<u>740520320001</u>	ACCT # 43682634 UPS, BATTERY BACK-UP, ES	11/13/2014	12/08/2014	0.00	80.98		
<u>740520397001</u>	ACCT # 43682634 PLANNER, MTH, DM, 10 X 12, BLK	11/13/2014	12/08/2014	0.00	33.48		

<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>	
<u>ONCALL</u>	ON CALL MOBILE VETERINARY SERVICES					71.00	
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>		
Check				12/02/2014	71.00		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>		
<u>012421</u>	COGGINS SERVICE CALL	11/08/2014	12/08/2014	0.00	71.00		



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Vendor Number	Vendor Name			Total Vendor Amount
<u>O'REIL</u>	O'REILLY AUTOMOTIVE, INC.			377.78
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		12/02/2014	377.78	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
<u>0642-410885</u>	CUST # 188092 BP CAPSULE	10/30/2014	12/08/2014	0.00 75.96
<u>0642-410905</u>	CUST # 188092 REFLECTOR	10/30/2014	12/08/2014	0.00 38.25
<u>0642-412256</u>	CUST # 1880902 COMBO SAW	11/10/2014	12/08/2014	0.00 81.45
<u>0642-413266</u>	CUST # 188092 GAL FUEL TREAT	11/18/2014	12/08/2014	0.00 34.58
<u>0642-413278</u>	#188092 BRAKE HOSE	11/18/2014	12/08/2014	0.00 122.30
<u>0642-413351</u>	#188092 INT DR HANDL	11/19/2014	12/08/2014	0.00 17.18
<u>0642-413414</u>	#188092 BRAKE HOSE	11/19/2014	11/19/2014	0.00 -83.18
<u>0642-413501</u>	# 188092 BRAKE HOSE	11/20/2014	12/08/2014	0.00 111.81
<u>0642-413538</u>	#188092 BRAKE HOSE	11/20/2014	11/20/2014	0.00 -84.08
<u>0642-413615</u>	# 188092 BRAKE HOSE	11/21/2014	12/08/2014	0.00 63.51

Vendor Number	Vendor Name			Total Vendor Amount
<u>PETTRA</u>	PETROLEUM TRADERS CORPORATION			6,851.61
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		12/02/2014	6,851.61	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
<u>838913</u>	ACCT # 990644/1 ULTRA LOW SULFUR #2	11/18/2014	12/08/2014	0.00 6,851.61

Vendor Number	Vendor Name			Total Vendor Amount
<u>PFGTEM</u>	PFG-TEMPLE			4,373.72
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		12/02/2014	4,373.72	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
<u>7856326</u>	CUST # 435577 DRY GROCERY, REFRIGERATED, FROZEN	11/04/2014	12/08/2014	0.00 1,746.95
<u>7859775</u>	CUST # 435577 DRY GROCERY, FROZEN	11/07/2014	12/08/2014	0.00 1,164.02
<u>7862877</u>	CUST # 435577 DRY GROCERY, REFRIGERATED, FROZEN	11/11/2014	12/08/2014	0.00 1,462.75

Vendor Number	Vendor Name			Total Vendor Amount
<u>PHITUR</u>	PHIL TURNER			300.00
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		12/02/2014	300.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
<u>2011-094</u>	CAUSE # 2011-094 ANGELIA ROSE SMITH	11/20/2014	12/08/2014	0.00 300.00

Vendor Number	Vendor Name			Total Vendor Amount
<u>PHILWI</u>	PHIL WILHELM			180.00
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		12/02/2014	180.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
<u>111814</u>	13 TAILS + \$50 BONUS COUPON	11/25/2014	12/08/2014	0.00 180.00

Vendor Number	Vendor Name			Total Vendor Amount
<u>PITBOW</u>	PITNEY BOWES GLOBAL FINANCIAL SERVICES L			7,099.73
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		12/02/2014	7,000.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
<u>120114</u>	METER # 32340705	12/01/2014	12/08/2014	0.00 7,000.00
Check		12/02/2014	99.73	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
<u>9681660-NV14</u>	ACCT # 9681660 10/30 - 11/30/14	11/13/2014	12/08/2014	0.00 99.73

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Vendor Number	Vendor Name					Total Vendor Amount
<u>POSMA5</u>	POSTMASTER					490.00
Payment Type	Payment Number			Payment Date		Payment Amount
Check				12/02/2014		490.00
Payable Number	Description	Payable Date	Due Date	Discount Amount		Payable Amount
<u>112514</u>	10 ROLLS OF STAMPS	11/26/2014	12/08/2014	0.00		490.00
<u>PRISOL</u>	PRINTING SOLUTIONS					17.69
Payment Type	Payment Number			Payment Date		Payment Amount
Check				12/02/2014		17.69
Payable Number	Description	Payable Date	Due Date	Discount Amount		Payable Amount
<u>16358</u>	SOLOAR YELLOW PAPER	10/16/2014	12/08/2014	0.00		17.69
<u>PITPOS</u>	PURCHASE POWER					200.00
Payment Type	Payment Number			Payment Date		Payment Amount
Check				12/02/2014		200.00
Payable Number	Description	Payable Date	Due Date	Discount Amount		Payable Amount
<u>21423092861</u>	OCT ACCT # 8000-9090-0465-5093 ACCT NAME: DANIEL LA	10/30/2014	12/08/2014	0.00		200.00
<u>QUICOR</u>	QUILL CORPORATION					17.99
Payment Type	Payment Number			Payment Date		Payment Amount
Check				12/02/2014		17.99
Payable Number	Description	Payable Date	Due Date	Discount Amount		Payable Amount
<u>7924916</u>	ACCT # C3400806 QB SELF-INK STAMP 3/4 X 1 -15/16	11/17/2014	12/08/2014	0.00		17.99
<u>FORTHE</u>	RACHELLE K. YOUNG					150.00
Payment Type	Payment Number			Payment Date		Payment Amount
Check				12/02/2014		150.00
Payable Number	Description	Payable Date	Due Date	Discount Amount		Payable Amount
<u>10007</u>	CRIMINAL DOCKET FOR JUDGE BLOMERTH 11/20/14	11/20/2014	12/08/2014	0.00		150.00
<u>RDOEQU</u>	RDO EQUIPMENT CO.					1,672.52
Payment Type	Payment Number			Payment Date		Payment Amount
Check				12/02/2014		1,672.52
Payable Number	Description	Payable Date	Due Date	Discount Amount		Payable Amount
<u>W32210</u>	ACCT # 7269004 BACKHOE	11/08/2014	12/08/2014	0.00		1,672.52
<u>RELTIR</u>	RELIABLE TIRE DISPOSAL					1,942.00
Payment Type	Payment Number			Payment Date		Payment Amount
Check				12/02/2014		1,942.00
Payable Number	Description	Payable Date	Due Date	Discount Amount		Payable Amount
<u>953</u>	COMMUNITY OF DALE	11/20/2014	12/08/2014	0.00		1,942.00
<u>RENCA-DE</u>	RENEE CASTILLO-DELACRUZ					448.00
Payment Type	Payment Number			Payment Date		Payment Amount
Check				12/02/2014		448.00
Payable Number	Description	Payable Date	Due Date	Discount Amount		Payable Amount
<u>13-FL-146 1</u>	CAUSE # 13-FL-146 MOORE CHILDREN	11/19/2014	12/08/2014	0.00		448.00

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Vendor Number	Vendor Name						Total Vendor Amount
<u>RHOSHA</u>	RHONDA SHAFFER						8.00
<b>Payment Type</b>	<b>Payment Number</b>					<b>Payment Date</b>	<b>Payment Amount</b>
Check						12/02/2014	8.00
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>		
<u>112614</u>	ADDITIONAL PAY FOR ELECTION	12/01/2014	12/08/2014	0.00	8.00		
<u>IKONOF</u>	RICOH USA, INC.						6,679.00
<b>Payment Type</b>	<b>Payment Number</b>					<b>Payment Date</b>	<b>Payment Amount</b>
Check						12/02/2014	6,679.00
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>		
<u>93622448</u>	ACCT # 505575-101017SA15 11/12 - 12/11/14	11/17/2014	12/08/2014	0.00	6,679.00		
<u>ROBHAN</u>	ROBERT L HANNA						90.00
<b>Payment Type</b>	<b>Payment Number</b>					<b>Payment Date</b>	<b>Payment Amount</b>
Check						12/02/2014	90.00
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>		
<u>111814</u>	9 HOGS	11/24/2014	12/08/2014	0.00	90.00		
<u>ROMEXC</u>	ROMCO EQUIPMENT COMPANY						1,451.80
<b>Payment Type</b>	<b>Payment Number</b>					<b>Payment Date</b>	<b>Payment Amount</b>
Check						12/02/2014	1,451.80
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>		
<u>10766287</u>	CUST # 13570 EDGE GRADER NEW PART NUMBER	11/18/2014	12/08/2014	0.00	1,451.80		
<u>RONLEH</u>	RONDA LEHMAN						113.98
<b>Payment Type</b>	<b>Payment Number</b>					<b>Payment Date</b>	<b>Payment Amount</b>
Check						12/02/2014	113.98
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>		
<u>112514</u>	EXPENSE REPORT 10/21 - 11/25/14	11/25/2014	12/08/2014	0.00	113.98		
<u>SALFEE</u>	SALT FLAT FEED & NAPA						29.97
<b>Payment Type</b>	<b>Payment Number</b>					<b>Payment Date</b>	<b>Payment Amount</b>
Check						12/02/2014	29.97
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>		
<u>092595</u>	ACCT # 27269 V-BELT	11/14/2014	12/08/2014	0.00	29.97		
<u>SALGAR</u>	SALVADOR GARCIA						675.00
<b>Payment Type</b>	<b>Payment Number</b>					<b>Payment Date</b>	<b>Payment Amount</b>
Check						12/02/2014	675.00
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>		
<u>14-0-458</u>	CAUSE # 14-0-458 ROCHELL WOODEN	11/18/2014	12/08/2014	0.00	75.00		
<u>14-228</u>	CAUSE # 14-228 EDUARDO HERNANDEZ	11/18/2014	12/08/2014	0.00	600.00		
<u>SMISUP</u>	SMITH SUPPLY CO.- LOCKHART						292.35
<b>Payment Type</b>	<b>Payment Number</b>					<b>Payment Date</b>	<b>Payment Amount</b>
Check						12/02/2014	292.35
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>		
<u>23080</u>	CHAINSAW CHAIN #20 X 68 LINK	11/03/2014	12/08/2014	0.00	41.90		
<u>630175</u>	CHAPIN POLY SPRAYER 16/4L	10/23/2014	12/08/2014	0.00	26.90		
<u>630185</u>	BIFEN I/T 4 OZ	10/23/2014	12/08/2014	0.00	27.90		
<u>631630</u>	X-LG YEL RAINCOAT W/HOOD	11/04/2014	12/08/2014	0.00	11.95		
<u>631690</u>	GATE CORNER HEX ALUMN 1 - 3/8"	11/05/2014	12/08/2014	0.00	20.60		
<u>631866</u>	T-POST 6' 1.25 HVY STEEL 5 CLP	11/07/2014	12/08/2014	0.00	43.60		
<u>631994</u>	ROUND UP POISON IVY KILLER	11/07/2014	12/08/2014	0.00	54.40		



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<u>632684</u>	SUPER GLUE 2 GRAM ELMERS	11/13/2014	12/08/2014	0.00	9.45
<u>632717</u>	GATE LATCH SELF ADJ BLK 808816	11/13/2014	12/08/2014	0.00	33.45
<u>633006</u>	CONDUIT MAIL ADPT PVC 2"	11/17/2014	12/08/2014	0.00	13.20
<u>633068</u>	CONDUIT ELL PVC 2" BE	11/17/2014	12/08/2014	0.00	9.00
<b>Vendor Number</b> <u>SOUTIR</u>	<b>Vendor Name</b> SOUTHERN TIRE MART, LLC				<b>Total Vendor Amount</b> 2,019.44
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Payment Date</b> 12/02/2014			<b>Payment Amount</b> 2,019.44
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<u>631137525</u>	CUST # 142726 000636012-001-SERIAL # 2810 11R22.5	11/06/2014	12/08/2014	0.00	945.00
<u>63138017</u>	CUST # 142726 LT265 / 75R16 TRANSFORCE AT	11/13/2014	12/08/2014	0.00	738.44
<u>63138508</u>	CUST # 142726 DBL COIN 12 RLB1	11/20/2014	12/08/2014	0.00	336.00
<b>Vendor Number</b> <u>SPRINT</u>	<b>Vendor Name</b> SPRINT				<b>Total Vendor Amount</b> 55.00
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Payment Date</b> 12/02/2014			<b>Payment Amount</b> 55.00
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<u>122236591-068</u>	ACCT # 122236591 10/17 - 11/16/14	11/17/2014	12/08/2014	0.00	55.00
<b>Vendor Number</b> <u>STERIC</u>	<b>Vendor Name</b> STERICYCLE, INC.				<b>Total Vendor Amount</b> 562.11
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Payment Date</b> 12/02/2014			<b>Payment Amount</b> 562.11
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<u>4005210889</u>	CUST # 2020116	12/01/2014	12/08/2014	0.00	562.11
<b>Vendor Number</b> <u>STEREE</u>	<b>Vendor Name</b> STEVE REED				<b>Total Vendor Amount</b> 60.00
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Payment Date</b> 12/02/2014			<b>Payment Amount</b> 60.00
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<u>111814</u>	6 - TAILS	11/25/2014	12/08/2014	0.00	60.00
<b>Vendor Number</b> <u>SUNTUR</u>	<b>Vendor Name</b> SUNTURN, INC.				<b>Total Vendor Amount</b> 7,097.07
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Payment Date</b> 12/02/2014			<b>Payment Amount</b> 7,097.07
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<u>AUSO1737</u>	PROJECT: AUSO1737 PO # 6510-28	11/19/2014	12/08/2014	0.00	7,097.07
<b>Vendor Number</b> <u>SUSBEC</u>	<b>Vendor Name</b> SUSAN BECK				<b>Total Vendor Amount</b> 140.00
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Payment Date</b> 12/02/2014			<b>Payment Amount</b> 140.00
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<u>111814</u>	4 HOGS + \$100 BONUS COUPON	11/24/2014	12/08/2014	0.00	140.00
<b>Vendor Number</b> <u>SYSCO</u>	<b>Vendor Name</b> SYSCO CENTRAL TEXAS, INC				<b>Total Vendor Amount</b> 9,015.86
<b>Payment Type</b> Check	<b>Payment Number</b>	<b>Payment Date</b> 12/02/2014			<b>Payment Amount</b> 9,015.86
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<u>411051836</u>	CUST # 043430 DAIRY, MEATS, POULTRY, FROZEN, CAN	11/05/2014	12/08/2014	0.00	1,903.58
<u>411072394</u>	CUST # 043430 MEATS, POULTRY, FROZEN, CAN & DRY	11/07/2014	12/08/2014	0.00	2,836.66
<u>411072395</u>	CUST # 043430 CHEMICAL & JANITORIAL	11/07/2014	12/08/2014	0.00	170.08
<u>411121922</u>	CUST # 043430 DAIRY, MEATS, POULTRY, FROZEN	11/12/2014	12/08/2014	0.00	2,102.19
<u>411142389</u>	CUST # 043430 MEATS, CAN & DRY, PAPER & DISP	11/14/2014	12/08/2014	0.00	1,867.40
<u>411171666</u>	CUST # 043430 POULTRY	11/17/2014	12/08/2014	0.00	135.95

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<b>Vendor Number</b>	<b>Vendor Name</b>			<b>Total Vendor Amount</b>	
<u>TACRIS</u>	TEXAS ASSOCIATION OF COUNTIES			9,171.00	
<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>		
Check		12/02/2014	9,171.00		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<u>132634</u>	#0280 7/1/14 - 7/1/15 ID # 132	11/19/2014	12/08/2014	0.00	9,171.00

<b>Vendor Number</b>	<b>Vendor Name</b>			<b>Total Vendor Amount</b>	
<u>TACEDU</u>	TEXAS ASSOCIATION OF COUNTIES:			175.00	
<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>		
Check		12/02/2014	175.00		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<u>216078</u>	2015 CNTY & DIST CLERKS ASSOC. CONF. 1/20-23/15	12/01/2014	12/08/2014	0.00	175.00

<b>Vendor Number</b>	<b>Vendor Name</b>			<b>Total Vendor Amount</b>	
<u>FUEMAN</u>	TEXAS FLEET FUEL, LTD.			13,945.44	
<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>		
Check		12/02/2014	13,945.44		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<u>NP42859031</u>	ACCT # BG114286	11/24/2014	12/08/2014	0.00	13,945.44

<b>Vendor Number</b>	<b>Vendor Name</b>			<b>Total Vendor Amount</b>	
<u>TEXJUS</u>	TEXAS STATE UNIVERSITY /SAN MARCOS			150.00	
<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>		
Check		12/02/2014	150.00		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<u>111814</u>	MATT KIELY 2/17 - 19/14 FY 15 JP 16 HR SEMIN	11/26/2014	12/08/2014	0.00	150.00

<b>Vendor Number</b>	<b>Vendor Name</b>			<b>Total Vendor Amount</b>	
<u>JAMCAS</u>	THE CASEY LAW FIRM			3,809.80	
<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>		
Check		12/02/2014	3,809.80		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<u>14-152</u>	CAUSE # 14-152 LARRY WOOD	11/04/2014	12/08/2014	0.00	605.00
<u>2013-147</u>	CAUSE # 2013-147 AMY LYNN MURPHY	11/13/2014	12/08/2014	0.00	3,204.80

<b>Vendor Number</b>	<b>Vendor Name</b>			<b>Total Vendor Amount</b>	
<u>SARCAS</u>	THE CASEY LAW FIRM			614.00	
<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>		
Check		12/02/2014	614.00		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<u>14-130</u>	CAUSE # 14-130 JULIAN GALLEGOS	11/20/2014	12/08/2014	0.00	614.00

<b>Vendor Number</b>	<b>Vendor Name</b>			<b>Total Vendor Amount</b>	
<u>ELECEN</u>	THE ELECTION CENTER			1,600.00	
<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>		
Check		12/02/2014	1,600.00		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<u>166450</u>	JOY PARDO 1/5 - 6/14	11/26/2014	12/08/2014	0.00	800.00
<u>846944</u>	PAMELA OHLENDORF 1/5 - 6/14	11/26/2014	12/08/2014	0.00	800.00

<b>Vendor Number</b>	<b>Vendor Name</b>			<b>Total Vendor Amount</b>	
<u>THEPRO</u>	THE PRODUCTIVITY CENTER			156.00	
<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>		
Check		12/02/2014	156.00		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<u>CCC00411314</u>	TCLEDDS SUBSCRIPTION RENEWAL 1/2015 - 1/2016	11/26/2014	12/08/2014	0.00	156.00

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<b>Vendor Number</b>	<b>Vendor Name</b>			<b>Total Vendor Amount</b>	
<u>THOOHL</u>	THOMAS OHLENDORF			60.00	
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>
Check				12/02/2014	60.00
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<u>111814</u>	6 TAILS	11/25/2014	12/08/2014	0.00	60.00

<b>Vendor Number</b>	<b>Vendor Name</b>			<b>Total Vendor Amount</b>	
<u>JOHOIL</u>	TIGER TOTE - JOHNSON OIL CO.			1,640.00	
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>
Check				12/02/2014	1,640.00
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<u>0727800</u>	CUST # 0546171 RYL DSL SUP ULTRA 15W40 W/CJ-4	11/19/2014	12/08/2014	0.00	1,640.00

<b>Vendor Number</b>	<b>Vendor Name</b>			<b>Total Vendor Amount</b>	
<u>TKRV</u>	TK RV & AUTO SALES			505.00	
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>
Check				12/02/2014	505.00
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<u>1015</u>	REFUND	11/20/2014	12/28/2014	0.00	505.00

<b>Vendor Number</b>	<b>Vendor Name</b>			<b>Total Vendor Amount</b>	
<u>TOMBLA</u>	TOM BLACKWELL			680.00	
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>
Check				12/02/2014	680.00
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<u>111814</u>	68 HOGS	11/24/2014	12/08/2014	0.00	680.00

<b>Vendor Number</b>	<b>Vendor Name</b>			<b>Total Vendor Amount</b>	
<u>TOMBON</u>	TOM BONN			85.12	
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>
Check				12/02/2014	85.12
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<u>112114</u>	EXPENSE REPORT 11/19 -21/14	11/21/2014	12/08/2014	0.00	85.12

<b>Vendor Number</b>	<b>Vendor Name</b>			<b>Total Vendor Amount</b>	
<u>TRAHAR</u>	TRACY L. HARTING			2,296.00	
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>
Check				12/02/2014	2,296.00
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<u>12-FL-419_1</u>	CAUSE # 12-FL-419 S. YATES	11/19/2014	12/08/2014	0.00	273.00
<u>13-FL-183</u>	CAUSE # 13-FL-183 BEARD / YANEZ CHILDREN	11/19/2014	12/08/2014	0.00	644.00
<u>13-FL-464</u>	CAUSE # 13-FL-464 COLLINS MINOR CHILD	11/19/2014	12/08/2014	0.00	126.00
<u>14-FL-056_1</u>	CAUSE # 14-FL-056 J. HILL	11/19/2014	12/08/2014	0.00	497.00
<u>14-FL-237</u>	CAUSE # 14-FL-237 K. SWIST	11/19/2014	12/08/2014	0.00	455.00
<u>14-FL-312</u>	CAUSE # 14-FL-312 M. LARA	11/19/2014	12/08/2014	0.00	301.00

<b>Vendor Number</b>	<b>Vendor Name</b>			<b>Total Vendor Amount</b>	
<u>UNIFIR</u>	UNIFIRST CORPORATION			445.50	
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>
Check				12/02/2014	445.50
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<u>822 1682473</u>	CUST # 222727 LOGO - MAT 4 X 6	11/14/2014	12/08/2014	0.00	77.00
<u>822 1682828</u>	CUST # 222727 RTE # F2900 PRCT #2	11/17/2014	12/08/2014	0.00	32.35
<u>822 1684541</u>	CUST # 222727 RTE # F6110 COURT HOUSE	11/21/2014	12/08/2014	0.00	151.90
<u>822 1684810</u>	CUST # 222727 RTE # F2900 PRCT #2	11/24/2014	12/08/2014	0.00	32.35
<u>822 1686571</u>	CUST # 222727 RTE # F6110	11/28/2014	12/08/2014	0.00	151.90



Payment Register

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Vendor Number	Vendor Name					Total Vendor Amount
<u>VEREQU</u>	VERMEER TEXAS-LOUISIANA					75.37
Payment Type	Payment Number				Payment Date	Payment Amount
Check					12/02/2014	75.37
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>A90922</u>	CUST # 13505 CABLE THROTTLE VE	11/14/2014	12/08/2014	0.00	75.37	
<u>VOTEC</u>	VOTEC					900.00
Payment Type	Payment Number				Payment Date	Payment Amount
Check					12/02/2014	900.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>11830</u>	10/01/14 - 9/30/15 FIELD SYSTEM SOFTWARE SUPPORT	10/01/2014	12/08/2014	0.00	900.00	
<u>WALMAR</u>	WALMART COMMUNITY/GECRB					9.28
Payment Type	Payment Number				Payment Date	Payment Amount
Check					12/02/2014	9.28
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>05657</u>	ACCT # 6032 2020 0041 2990 MAGNUM 1CT	10/31/2014	12/08/2014	0.00	9.28	
<u>WATGUA</u>	WATCHGUARD VIDEO					500.00
Payment Type	Payment Number				Payment Date	Payment Amount
Check					12/02/2014	500.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>WARINV000485</u>	CUST ID: CALDWELL COU1 WARRANTY, 4RE , IN-CAR, 2N	10/28/2014	12/08/2014	0.00	500.00	
<u>WILBRY</u>	WILLIAM BRYANT					10.00
Payment Type	Payment Number				Payment Date	Payment Amount
Check					12/02/2014	10.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>111814</u>	2 HOGS	11/24/2014	12/08/2014	0.00	10.00	
<u>WILRIG</u>	WILSON RIGGIN					56.37
Payment Type	Payment Number				Payment Date	Payment Amount
Check					12/02/2014	56.37
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>82343</u>	GEAR DRIVE SPRINKLER	10/24/2014	12/08/2014	0.00	16.59	
<u>82572</u>	THRESHOLD	11/07/2014	12/08/2014	0.00	25.29	
<u>82575</u>	BOX OF RAGS	11/07/2014	12/08/2014	0.00	14.49	
<u>ZACMOR</u>	Zachary J. Morris					613.00
Payment Type	Payment Number				Payment Date	Payment Amount
Check					12/02/2014	613.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>14-209</u>	CAUSE #14-209 TYNDELL BOOKS	11/04/2014	12/08/2014	0.00	613.00	

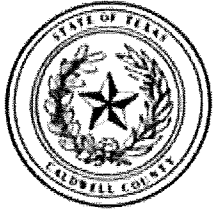
### Payment Summary

Type	Payable Count	Payment Count	Discount	Payment
Check	313	151	0.00	466,966.28
<b>Packet Totals:</b>	<b>313</b>	<b>151</b>	<b>0.00</b>	<b>466,966.28</b>

### Cash Fund Summary

Fund	Name	Amount
999	POOLED CASH	-466,966.28
<b>Packet Totals:</b>		<b>-466,966.28</b>





Caldwell County, TX

# Expense Approval Register

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Fund: 001 - GENERAL FUND</b>					
TK RV & AUTO SALES	1015	11/20/2014	REFUND	001-1000-0140	505.00
TEXAS FLEET FUEL, LTD.	NP42859031	11/24/2014	ACCT # BG114286 CCAD	001-1260	418.09
PITNEY BOWES GLOBAL FINA	120114	12/01/2014	METER # 32340705	001-1370	7,000.00
					<u>7,923.09</u>
<b>Department : 2120 - COUNTY TREASURER</b>					
BUSINESS PRINTING PLUS	19569	10/01/2014	PAYROLL VOUCHER	001-2120-3110	201.89
			<b>Department 2120 - COUNTY TREASURER Total:</b>		<u>201.89</u>
<b>Department : 2130 - COUNTY AUDITOR</b>					
LARRY E ROBERSON	111914	11/24/2014	EXPENSE REPORT 10/1 - 11/	001-2130-4260	32.28
			<b>Department 2130 - COUNTY AUDITOR Total:</b>		<u>32.28</u>
<b>Department : 2140 - TAX ASSESSOR - COLLECTOR</b>					
DEWITT POTH & SON	423426-0	11/18/2014	CUST # 12430 SPOTPAPER	001-2140-3110	34.75
DARLA LAW	112614	11/26/2014	EXPENSE REPORT 11/3 - 26/	001-2140-4260	326.56
CINDY D JOHNSON	112514	12/01/2014	EXPENSE REPORT MILEAGE 1	001-2140-4260	19.04
			<b>Department 2140 - TAX ASSESSOR - COLLECTOR Total:</b>		<u>380.35</u>
<b>Department : 2150 - COUNTY CLERK</b>					
CARL R. OHLENDORF INSURA	14325	11/24/2014	POLICY #24864251 ACCT # C	001-2150-2070	1,242.50
			<b>Department 2150 - COUNTY CLERK Total:</b>		<u>1,242.50</u>
<b>Department : 3200 - DISTRICT ATTORNEY</b>					
DEWITT POTH & SON	423524-0	11/19/2014	CUST # 12430 CDR, 700MB,	001-3200-3110	211.79
TEXAS FLEET FUEL, LTD.	NP42859031	11/24/2014	ACCT # BG114286 DA	001-3200-4260	131.71
DAVID BROOKS, ATTORNEY	112514	11/25/2014	LEGAL CONSULTATION SERVI	001-3200-4315	100.00
			<b>Department 3200 - DISTRICT ATTORNEY Total:</b>		<u>443.50</u>
<b>Department : 3220 - DISTRICT CLERK</b>					
DEWITT POTH & SON	422974-0	11/12/2014	CUST # 12430 CRTDG, TONE	001-3220-3110	106.03
CARL R. OHLENDORF INSURA	14324	11/24/2014	POLICY #14920444 ACCT # C	001-3220-2090	1,242.50
TEXAS ASSOCIATION OF COU	216078	12/01/2014	TINA MORGAN FREEMAN	001-3220-4810	175.00
			<b>Department 3220 - DISTRICT CLERK Total:</b>		<u>1,523.53</u>
<b>Department : 3230 - DISTRICT JUDGE</b>					
ALEXANDER LEE CALHOUN	14-202	10/27/2014	CAUSE # 14-202 KASIE LACKE	001-3230-4160	100.00
FERNANDO RUIZ	11-242	11/13/2014	CAUSE # 11-242 FRAN LESTO	001-3230-4160	350.00
ALEXANDER LEE CALHOUN	2012-203	11/13/2014	CAUSE #2012-203 JOSEPH G	001-3230-4160	350.00
THE CASEY LAW FIRM	2013-147	11/13/2014	CAUSE # 2013-147 AMY LYN	001-3230-4080	54.80
THE CASEY LAW FIRM	2013-147	11/13/2014	CAUSE # 2013-147 AMY LYN	001-3230-4160	3,150.00
DAVID M COLLINS	14-0-432	11/14/2014	UNIDICTED JACOB HERNAN	001-3230-4160	150.00
HOLLIS BURKLUND	10-FL-134	11/17/2014	CAUSE # 10-FL-134 DELAYN	001-3230-4080	195.00
HOLLIS BURKLUND	10-FL-134	11/17/2014	CAUSE # 10-FL-134 DELAYN	001-3230-4160	585.00
LAW OFFICE OF BART DENU	2009-098	11/17/2014	CAUSE # 2009-098 JEFFERY C	001-3230-4160	350.00
SALVADOR GARCIA	14-0-458	11/18/2014	CAUSE # 14-0-458 ROCHELL	001-3230-4160	75.00
SALVADOR GARCIA	14-228	11/18/2014	CAUSE # 14-228 EDUARDO	001-3230-4160	600.00
KAREN WANG	14-FL-229	11/18/2014	CAUSE # 14-FL-229 ZACHERI	001-3230-4160	749.00
BONNIE MINATRA, C.C.R.	11914	11/19/2014	JUDGE MELISSA MCCLENAH	001-3230-4030	300.00
TRACY L. HARTING	12-FL-419 1	11/19/2014	CAUSE # 12-FL-419 S. YATES	001-3230-4160	273.00
RENEE CASTILLO-DELACRUZ	13-FL-146 1	11/19/2014	CAUSE # 13-FL-146 MOORE	001-3230-4160	448.00
TRACY L. HARTING	13-FL-183	11/19/2014	CAUSE # 13-FL-183 BEARD /	001-3230-4160	644.00
TRACY L. HARTING	13-FL-464	11/19/2014	CAUSE # 13-FL-464 COLLINS	001-3230-4160	126.00
TRACY L. HARTING	14-FL-056 1	11/19/2014	CAUSE # 14-FL-056 J. HILL	001-3230-4160	497.00
KAREN WANG	14-FL-155	11/19/2014	CAUSE # 14-FL-155 ITIO CG,	001-3230-4080	35.62
KAREN WANG	14-FL-155	11/19/2014	CAUSE # 14-FL-155 ITIO CG,	001-3230-4160	483.00
MAE RATHBONE CARTER,AT	14-FL-175	11/19/2014	CAUSE # 14-FL-175 ELIZABET	001-3230-4160	35.00
TRACY L. HARTING	14-FL-237	11/19/2014	CAUSE # 14-FL-237 K. SWIST	001-3230-4160	455.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
TRACY L. HARTING	14-FL-312	11/19/2014	CAUSE # 14-FL-312 M. LARA	001-3230-4160	301.00
DAN MCCORMACK	14-FL-356	11/19/2014	CAUSE # 14-FL-356 WASDIN	001-3230-4160	1,127.00
RACHELLE K. YOUNG	10007	11/20/2014	CRIMINAL DOCKET FOR JUD	001-3230-4030	150.00
DORAN GEORGE SAUER	12-046	11/20/2014	CAUSE # 12-046 DAVID MAR	001-3230-4160	350.00
CLIFFORD W. MCCORMACK	13-054	11/20/2014	CAUSE # 13-054 SHANE VAN	001-3230-4160	350.00
BOVIK & MEREDITH P.C.	13-207	11/20/2014	CAUSE # 13-207 DONALD ST	001-3230-4160	550.00
THE CASEY LAW FIRM	14-130	11/20/2014	CAUSE # 14-130 JULIAN GAL	001-3230-4080	14.00
THE CASEY LAW FIRM	14-130	11/20/2014	CAUSE # 14-130 JULIAN GAL	001-3230-4160	600.00
JASON TRUMPLER	14-175	11/20/2014	CAUSE # 14-175 EDRIC BROO	001-3230-4080	4.00
JASON TRUMPLER	14-175	11/20/2014	CAUSE # 14-175 EDRIC BROO	001-3230-4160	500.00
PHIL TURNER	2011-094	11/20/2014	CAUSE # 2011-094 ANGELIA	001-3230-4160	300.00
AMANDA SUE MCDANIEL	CR 14-150	11/20/2014	CAUSE # CR 14-150 CHRISTO	001-3230-4080	5.00
AMANDA SUE MCDANIEL	CR 14-150	11/20/2014	CAUSE # CR 14-150 CHRISTO	001-3230-4160	550.00
ANGELA FAYE BROWN	11-FL-329 3	11/21/2014	CAUSE # 11-FL-329 BOBBY LE	001-3230-4160	672.00
ANGELA FAYE BROWN	13-FL-185 5	11/21/2014	CAUSE # 13-FL-185 ZADDE A	001-3230-4160	1,526.00
ANGELA FAYE BROWN	14-FL-356	11/21/2014	CAUSE # 14-FL-356 CHEYAN	001-3230-4160	308.00
JOHN BUTLER	2010-225	11/03/2014	CAUSE # 2010-225 CLAUDIA	001-3230-4160	350.00
THE CASEY LAW FIRM	14-152	11/04/2014	CAUSE # 14-152 LARRY WO	001-3230-4080	5.00
THE CASEY LAW FIRM	14-152	11/04/2014	CAUSE # 14-152 LARRY WO	001-3230-4160	600.00
DORAN GEORGE SAUER	14-174	11/04/2014	CAUSE # 14-174 LESTER TRE	001-3230-4080	6.00
DORAN GEORGE SAUER	14-174	11/04/2014	CAUSE # 14-174 LESTER TRE	001-3230-4160	300.00
Zachary J. Morris	14-209	11/04/2014	CAUSE #14-209 TYNDELL BO	001-3230-4080	13.00
Zachary J. Morris	14-209	11/04/2014	CAUSE #14-209 TYNDELL BO	001-3230-4160	600.00
AISHA WHITE-THOMPSON, C	14-633	12/01/2014	SOT VS NICHOLAS MORPHIS	001-3230-1080	4,356.00
				<b>Department 3230 - DISTRICT JUDGE Total:</b>	<b>23,542.42</b>
<b>Department : 3240 - COUNTY COURT LAW</b>					
COLIN WISE	43,898	11/10/2014	CAUSE # 43,898 IZAN JAY YB	001-3240-4160	300.00
BOVIK & MEREDITH P.C.	43858	11/10/2014	CAUSE # 43858 MEGAN GUY	001-3240-4080	8.00
BOVIK & MEREDITH P.C.	43858	11/10/2014	CAUSE # 43858 MEGAN GUY	001-3240-4160	300.00
CLIFFORD W. MCCORMACK	44193	11/10/2014	CAUSE # 44193 SHANE CARL	001-3240-4080	7.00
CLIFFORD W. MCCORMACK	44193	11/10/2014	CAUSE # 44193 SHANE CARL	001-3240-4160	450.00
BOVIK & MEREDITH P.C.	41139	11/12/2014	CAUSE # 41139 VICTORIA HA	001-3240-4160	400.00
HOLLIS BURKLUND	2380-13CC	11/20/2014	CAUSE # 2380-13CC / 2412-1	001-3240-4180	250.00
LARRY O. RASCO	2453-14CC	11/24/2014	CAUSE # 2453-14CC R.S.	001-3240-4180	200.00
KYLE MAYSEL	33,113	11/25/2014	CAUSE # 33,113 RICARDO D	001-3240-4160	350.00
KYLE MAYSEL	43,624	11/25/2014	CAUSE # 43,624 MONICA ZA	001-3240-4080	4.80
KYLE MAYSEL	43,624	11/25/2014	CAUSE # 43,624 MONICA ZA	001-3240-4160	250.00
				<b>Department 3240 - COUNTY COURT LAW Total:</b>	<b>2,519.80</b>
<b>Department : 3251 - JUSTICE OF THE PEACE - PRCT. 1</b>					
CARL R. OHLENDORF INSURA	14328	11/24/2014	POLICY # 24864225 MATT KI	001-3251-2070	177.50
TEXAS STATE UNIVERSITY /S	111814	11/26/2014	MATT KIELY 2/17 - 19/14	001-3251-4810	150.00
				<b>Department 3251 - JUSTICE OF THE PEACE - PRCT. 1 Total:</b>	<b>327.50</b>
<b>Department : 3252 - JUSTICE OF THE PEACE - PRCT. 2</b>					
HOMER HORNE	112014	11/20/2014	11/16 - 19/14 EXPENSE REP	001-3252-4810	587.20
CARL R. OHLENDORF INSURA	14322	11/24/2014	POLICY # 14322 ACCT # CALD	001-3252-2070	50.00
				<b>Department 3252 - JUSTICE OF THE PEACE - PRCT. 2 Total:</b>	<b>637.20</b>
<b>Department : 3253 - JUSTICE OF THE PEACE - PRCT. 3</b>					
POSTMASTER	112514	11/26/2014	10 ROLLS OF STAMPS	001-3253-3120	490.00
				<b>Department 3253 - JUSTICE OF THE PEACE - PRCT. 3 Total:</b>	<b>490.00</b>
<b>Department : 4300 - COUNTY SHERIFF</b>					
OFFICE DEPOT	73621579001	10/21/2014	ACCT # 43682634 STOOL, F	001-4300-3130	35.99
OFFICE DEPOT	736215923001	10/21/2014	ACCT # 43682634 PAPER, CO	001-4300-3130	64.22
OFFICE DEPOT	735768204001	10/23/2014	ACCT # 43682634 CARD, IN	001-4300-3130	-9.06
JULIE GIBBS, RN SANE	2014100115	10/26/2014	CASE # 2014100115 SANE	001-4300-4110	566.50
OFFICE DEPOT	736980761001	10/27/2014	ACCT # 43682634 DESKPAD,	001-4300-3130	55.60
OFFICE DEPOT	736980824001	10/27/2014	ACCT # 43682634 REFILL	001-4300-3130	1.66
OFFICE DEPOT	736980761002	10/28/2014	ACCT # 43682634 PLANNER,	001-4300-3130	73.92
WATCHGUARD VIDEO	WARINV000485	10/28/2014	CUST ID: CALDWELL COU1	001-4300-3130	500.00
PURCHASE POWER	21423092861 OCT	10/30/2014	ACCT # 8000-9090-0465-509	001-4300-3120	200.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
OFFICE DEPOT	737952161001	10/30/2014	ACCT # 43682634 PAPER, C	001-4300-3130	86.79
OFFICE DEPOT	737952762001	10/30/2014	ACCT # 43682634 INK, REPL	001-4300-3130	33.53
LOCKHART POST REGISTER	103114	10/31/2014	10/09 & 28/14 FOUND	001-4300-3130	45.56
BRIAN BARRINGTON	223036	10/31/2014	CATCH 1 HORSE ON SHULKE	001-4300-3130	75.00
OFFICE DEPOT	733847768001	10/07/2014	ACCT # 43682634 PAPER, C	001-4300-3130	60.88
OFFICE DEPOT	740054596001	11/11/2014	ACCT # 43682634 SHARPEN	001-4300-3130	6.16
OFFICE DEPOT	740520397001	11/13/2014	ACCT # 43682634 PLANNER,	001-4300-3130	33.48
ARROWHEAD SCIENTIFIC, IN	74742	11/13/2014	TAG TIE 18 " ORANGE W/2"	001-4300-3130	146.79
PITNEY BOWES GLOBAL FINA	9681660-NV14	11/13/2014	ACCT # 9681660 10/30 - 11	001-4300-4610	99.73
JOHNNY & SONS PAINT & BO	13227	11/14/2014	FORD '02 WINDSHIELD NAGS	001-4300-4510	350.50
CHISHOLM TRAIL VETERINAR	85395	11/14/2014	CLIENT ID: 4988 TOSCA CA	001-4300-3130	12.99
SPRINT	122236591-068	11/17/2014	ACCT # 122236591 10/17 - 1	001-4300-4420	55.00
GEORGE CAMERON	283522	11/19/2014	2 DONKEY REMOVALS	001-4300-3130	50.00
BARRON CUSTOM HAY BALI	074374	11/20/2014	14 ROUND BALES / 150 SQ B	001-4300-3130	823.00
LIVENGOOD FEED STORE	LOINV000092122	11/21/2014	ACCT # 1C250 CABLE TIE 14.	001-4300-3130	48.87
TEXAS FLEET FUEL, LTD.	NP42859031	11/24/2014	ACCT # BG114286 SHERIFF	001-4300-4260	9,467.29
OFFICE DEPOT	739234421001	11/07/2014	ACCT # 43682634 BOARD	001-4300-3130	205.13
ON CALL MOBILE VETERINA	012421	11/08/2014	COGGINS SERVICE CALL	001-4300-3130	71.00
				<b>Department 4300 - COUNTY SHERIFF Total:</b>	<b>13,160.53</b>

## Department : 4310 - COUNTY JAIL

OFFICE DEPOT	734726949001	10/18/2014	ACCT # 43682634 FOLDER,	001-4310-3130	164.95
OFFICE DEPOT	736215923001	10/21/2014	ACCT # 43682634 PAPER, CO	001-4310-3130	125.10
OFFICE DEPOT	736980761001	10/27/2014	ACCT # 43682634 DESKPAD,	001-4310-3130	200.03
OFFICE DEPOT	737952161001	10/30/2014	ACCT # 43682634 PAPER, C	001-4310-3130	177.75
GRAINGER	9582004819	10/30/2014	ACCT # 841505548 RECHAR	001-4310-4510	116.48
CONTRACT PHARMACY SERV	10-235-14	10/31/2014	DOS: 10/2014	001-4310-4122	5,261.18
OFFICE DEPOT	733847768001	10/07/2014	ACCT # 43682634 PAPER, C	001-4310-3130	121.76
BLUEBONNET TRAILS MHMR	112014	11/11/2014	DR. PRICE 10/02 & 10/16	001-4310-4110	400.00
FLOWERS BAKING CO. OF SA	38383482	11/11/2014	ACCT # 40078309 MIC 20 7	001-4310-3100	424.44
OFFICE DEPOT	740054596001	11/11/2014	ACCT # 43682634 SHARPEN	001-4310-3130	17.90
PFG-TEMPLE	7862877	11/11/2014	CUST # 435577 DRY GROCE	001-4310-3100	1,462.75
SYSCO CENTRAL TEXAS, INC	411121922	11/12/2014	CUST # 043430 DAIRY, MEA	001-4310-3100	2,102.19
JCO JANITORIAL SUPPLY	80745	11/12/2014	CUST ID: LKCNJL REG TOILE	001-4310-3130	970.92
FERRIS JOSEPH PRODUCE, IN	89662	11/12/2014	CABBAGE GREEN 50 LB JBO S	001-4310-3100	142.93
FARMER BROTHERS. CO.	60942252 SO	11/13/2014	ACCT # 6302473 CAINS SUN	001-4310-3100	635.15
SMITH SUPPLY CO.- LOCKHA	632717	11/13/2014	GATE LATCH SELF ADJ BLK 80	001-4310-4510	33.45
OFFICE DEPOT	740520320001	11/13/2014	ACCT # 43682634 UPS, BATT	001-4310-3130	80.98
FERRIS JOSEPH PRODUCE, IN	89664	11/13/2014	AA MED 15 DOZ EGGS	001-4310-3100	461.95
SYSCO CENTRAL TEXAS, INC	411142389	11/14/2014	CUST # 043430 MEATS, CAN	001-4310-3100	1,867.40
UNIFIRST CORPORATION	822 1682473	11/14/2014	CUST # 222727 LOGO - MAT	001-4310-3130	77.00
FERRIS JOSEPH PRODUCE, IN	89686	11/14/2014	APPLES 138CT RED DEL CASE	001-4310-3100	159.70
FERRIS JOSEPH PRODUCE, IN	89692	11/16/2014	CABBAGE LB	001-4310-3100	121.70
SYSCO CENTRAL TEXAS, INC	411171666	11/17/2014	CUST # 043430 POULTRY	001-4310-3100	135.95
QUILL CORPORATION	7924916	11/17/2014	ACCT # C3400806 QB SELF-I	001-4310-3130	17.99
TEXAS FLEET FUEL, LTD.	NP42859031	11/24/2014	ACCT # BG114286 JAIL	001-4310-4260	1,076.77
GRAINGER	9582004827	11/29/2014	ACCT # 841505548 V-BELT	001-4310-4510	11.32
MEDICAL WHOLSALE, INC.	0413069-IN	11/03/2014	CUST # 0004666 WAFER STO	001-4310-4122	185.11
FERRIS JOSEPH PRODUCE, IN	89600	11/03/2014	BANANAS EA	001-4310-3100	67.50
FLOWERS BAKING CO. OF SA	38383271	11/04/2014	ACCT # 40078309 MIC 20 7	001-4310-3100	415.08
PFG-TEMPLE	7856326	11/04/2014	CUST # 435577 DRY GROCE	001-4310-3100	1,746.95
CAPITOL AUTO PARTS	07JA8366	11/05/2014	CUST # L310	001-4310-4510	67.59
CENTURY PEST CONTROL, IN	17554	11/05/2014	ACCT # 1047 CENTURY SYST	001-4310-4110	230.00
SYSCO CENTRAL TEXAS, INC	411051836	11/05/2014	CUST # 043430 DAIRY, MEA	001-4310-3100	1,903.58
FERRIS JOSEPH PRODUCE, IN	89609	11/05/2014	APPLES 138 CT RED DEL CAS	001-4310-3100	114.45
AMERICAN FAB, INC.	00104484	11/06/2014	CARBURETOR 2ND DAY	001-4310-4510	104.08
MEDICAL WHOLSALE, INC.	0413532-IN	11/06/2014	CUSTOMER # 0004666 ORD	001-4310-4122	921.23
CORRECTIONAL MOBILE ME	3688	11/06/2014	X-RAYS EXAMS PERFORMED	001-4310-4110	360.00
JCO JANITORIAL SUPPLY	80701	11/06/2014	CUST ID: LKCNJL REG TOIL	001-4310-3130	1,196.67
FERRIS JOSEPH PRODUCE, IN	89614	11/06/2014	AA MED 15 DOZ EGGS	001-4310-3100	280.50
GRAINGER	9588680521	11/06/2014	ACCT # 841505548 INCAND	001-4310-4510	32.45

## Expense Approval Register

Packet: APPKT00454 - 12/08/14 a/p run

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MARK'S PLUMBING PARTS	INV001366786	11/06/2014	CUST ID: 278898 ACORN, O	001-4310-4510	276.54
ACC HEALTH LLC	22226	11/07/2014	PROJECT # 26021 - CALDWEL	001-4310-4110	2,600.00
SYSO CENTRAL TEXAS, INC	411072394	11/07/2014	CUST # 043430 MEATS, POU	001-4310-3100	2,836.66
SYSO CENTRAL TEXAS, INC	411072395	11/07/2014	CUST # 043430 CHEMICAL	001-4310-3130	170.08
AERODYNAMIC AIRCONDITI	648	11/07/2014	COMPRESSOR	001-4310-4510	2,120.00
OFFICE DEPOT	739234421001	11/07/2014	ACCT # 43682634 BOARD	001-4310-3130	23.35
OFFICE DEPOT	739351039001	11/07/2014	ACCT # 43682634 FOLDER, R	001-4310-3130	44.68
PFG-TEMPLE	7859775	11/07/2014	CUST # 435577 DRY GROCE	001-4310-3100	1,164.02
FERRIS JOSEPH PRODUCE, IN	89639	11/07/2014	ICEBERG 24 CT	001-4310-3100	193.95
ATCO INTERNATIONAL	10419109	11/07/2014	CUST ID: 126786 CITREX	001-4310-4510	198.00
FERRIS JOSEPH PRODUCE, IN	89642	11/09/2014	CABBAGE 50 LB PREMIUM C	001-4310-3100	101.45
STERICYCLE, INC.	4005210889	12/01/2014	CUST # 2020116	001-4310-4110	562.11
MEDICAL WHOLSALE, INC.	0409015-IN	10/01/2014	CUST # 0004666 TOLNAFTA	001-4310-4122	47.07
GT DISTRIBUTORS, INC.	INV0508235	10/01/2014	CUST ID: 003167 BLACKHA	001-4310-3130	580.00

**Department 4310 - COUNTY JAIL Total: 34,910.84**

**Department : 4321 - CONSTABLES - PCT 1**

CARL R. OHLENDORF INSURA	14312	11/24/2014	POLICY # 15528920 ACCT # C	001-4321-2070	92.50
TEXAS FLEET FUEL, LTD.	NP42859031	11/24/2014	ACCT # BG114286 CONST 1	001-4321-4260	235.55
CHEVON JONES	12-0923	11/26/2014	CASE # 12-0923 STPETER, CH	001-4321-2100	50.00
CHEVON JONES	12-1324 1	11/26/2014	CASE # 12-1324 VICTORIA A	001-4321-2100	50.00
CHEVON JONES	12-1324	11/26/2014	CASE # 12-1324 RAMIREZ, V	001-4321-2100	50.00
CHEVON JONES	12-1325 1	11/26/2014	CASE # 12-1325 VICTORIA A	001-4321-2100	50.00
CHEVON JONES	12-1325	11/26/2014	CASE # 12-1325 RAMIREZ, VI	001-4321-2100	50.00
CHEVON JONES	12-1693	11/26/2014	CASE # 12-1693 BERNAL, JEN	001-4321-2100	50.00
CHEVON JONES	12-1693A	11/26/2014	CASE # 12-1693A BERNAL, J	001-4321-2100	50.00
CHEVON JONES	13-1227 1	11/26/2014	CASE # 13-1227 OSCAR E TO	001-4321-2100	50.00
CHEVON JONES	13-1227	11/26/2014	CASE # 13-1227 TORRES, OS	001-4321-2100	50.00
CHEVON JONES	13-1228 1	11/26/2014	CASE # 13-1228 OSCAR E TO	001-4321-2100	50.00
CHEVON JONES	13-1228	11/26/2014	CASE # 13-1228 TORRES, OS	001-4321-2100	50.00

**Department 4321 - CONSTABLES - PCT 1 Total: 878.05**

**Department : 4322 - CONSTABLES - PCT 2**

TEXAS FLEET FUEL, LTD.	NP42859031	11/24/2014	ACCT # BG114286 CONST 2	001-4322-4260	81.93
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**Department 4322 - CONSTABLES - PCT 2 Total: 81.93**

**Department : 4323 - CONSTABLES - PCT 3**

TEXAS FLEET FUEL, LTD.	NP42859031	11/24/2014	ACCT # BG114286 CONST 3	001-4323-4260	168.46
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**Department 4323 - CONSTABLES - PCT 3 Total: 168.46**

**Department : 4324 - CONSTABLES - PCT 4**

TEXAS FLEET FUEL, LTD.	NP42859031	11/24/2014	ACCT # BG114286 CONST 4	001-4324-4260	329.40
THE PRODUCTIVITY CENTER	CCC00411314	11/26/2014	TCLEDDS SUBCRPTION RENE	001-4324-4610	156.00

**Department 4324 - CONSTABLES - PCT 4 Total: 485.40**

**Department : 6510 - NON-DEPARTMENTAL**

AT & T MOBILITY	875648878	11/16/2014	ACCT # 875648878 10/16 - 1	001-6510-4425	37.99
AT & T MOBILITY	875648878	11/16/2014	ACCT # 875648878 10/16 - 1	001-6510-4425	37.99
AT & T MOBILITY	875648878	11/16/2014	ACCT # 875648878 10/16 - 1	001-6510-4425	37.99
AT & T MOBILITY	875648878	11/16/2014	ACCT # 875648878 10/16 - 1	001-6510-4425	37.99
AT & T MOBILITY	875648878	11/16/2014	ACCT # 875648878 10/16 - 1	001-6510-4425	37.99
AT & T MOBILITY	875648878	11/16/2014	ACCT # 875648878 10/16 - 1	001-6510-4425	37.99
AT & T MOBILITY	875648878	11/16/2014	ACCT # 875648878 10/16 - 1	001-6510-4425	37.99
AT & T MOBILITY	875648878	11/16/2014	ACCT # 875648878 10/16 - 1	001-6510-4425	37.99
AT & T MOBILITY	875648878	11/16/2014	ACCT # 875648878 10/16 - 1	001-6510-4425	37.99
RICOH USA, INC.	93622448	11/17/2014	ACCT # 505575-1010175A15	001-6510-4610	6,679.00
TEXAS ASSOCIATION OF COU	132634	11/19/2014	#0280 7/1/14 - 7/1/15 ID #	001-6510-4845	9,171.00
TEXAS FLEET FUEL, LTD.	NP42859031	11/24/2014	ACCT # BG114286 NON DE	001-6510-4850	354.51

**Department 6510 - NON-DEPARTMENTAL Total: 16,546.42**

**Department : 6520 - BUILDING MAINTENANCE**

JOHN DEERE FINANCIAL	10337234	10/23/2014	CUST # 99 TRIMMER - 1 LB	001-6520-4510	15.99
SMITH SUPPLY CO.- LOCKHA	630175	10/23/2014	CHAPIN POLY SPRAYER 16/4	001-6520-4510	26.90
SMITH SUPPLY CO.- LOCKHA	630185	10/23/2014	BIFEN I/T 4 OZ	001-6520-4510	27.90



## Expense Approval Register

Packet: APPKT00454 - 12/08/14 a/p run

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WILSON RIGGIN	82343	10/24/2014	GEAR DRIVE SPRINKLER	001-6520-5120	16.59
CENTURY A/C SUPPLY	7597557	10/29/2014	# 4385 ATCO FLEXDUCT R6	001-6520-3510	34.56
WALMART COMMUNITY/GE	05657	10/31/2014	ACCT # 6032 2020 0041 299	001-6520-4510	9.28
BLUE TARP FINANCIAL, INC.	C59960/2	11/13/2014	CUST # 11239 GE 250W CLR	001-6520-4510	24.98
UNIFIRST CORPORATION	822 1682828	11/17/2014	CUST # 222727 RTE # F2900	001-6520-3510	32.35
BLUE TARP FINANCIAL, INC.	C60685/2	11/18/2014	CUST # 11239 SS INTA READ	001-6520-4510	53.93
UNIFIRST CORPORATION	822 1684541	11/21/2014	CUST # 222727 RTE # F6110	001-6520-5120	151.90
UNIFIRST CORPORATION	822 1684810	11/24/2014	CUST # 222727 RTE # F2900	001-6520-3510	32.35
TEXAS FLEET FUEL, LTD.	NP42859031	11/24/2014	ACCT # BG114286 MAINT	001-6520-4260	540.92
JANIE ORTIZ	112814	11/28/2014	EXPENSE REPORT MILEAGE F	001-6520-4260	110.84
UNIFIRST CORPORATION	822 1686571	11/28/2014	CUST # 222727 RTE # F6110	001-6520-5120	151.90
SMITH SUPPLY CO.- LOCKHA	631630	11/04/2014	X-LG YEL RAINCOAT W/HOO	001-6520-4510	11.95
JOHN DEERE FINANCIAL	10338168	11/06/2014	CUST # 99 SLVR VINYL THRE	001-6520-3510	9.95
BLUE TARP FINANCIAL, INC.	C58541/2	11/06/2014	CUST # 11239 7938 PVC CE	001-6520-3510	89.39
SMITH SUPPLY CO.- LOCKHA	631994	11/07/2014	ROUND UP POISON IVY KILLE	001-6520-4510	54.40
WILSON RIGGIN	82572	11/07/2014	THRESHOLD	001-6520-3510	25.29
WILSON RIGGIN	82575	11/07/2014	BOX OF RAGS	001-6520-4510	14.49
<b>Department 6520 - BUILDING MAINTENANCE Total:</b>					<b>1,435.86</b>

## Department : 6550 - ELECTIONS

VOTEC	11830	10/01/2014	10/01/14 - 9/30/15 FIELD S	001-6550-5310	900.00
ELECTION SYSTEMS & SOFT	913485	10/30/2014	ACCT # C04192 TRAINING D	001-6550-4124	1,575.00
ELECTION SYSTEMS & SOFT	913975	10/31/2014	ACCT # C04192 OFFICIAL EL	001-6550-4124	192.65
ELECTION SYSTEMS & SOFT	913984	10/31/2014	ACCT # C04192 OFFICIAL EL	001-6550-4124	16.39
ELECTION SYSTEMS & SOFT	914002	10/31/2014	OFFICIAL ELEC BALLOTS ABS	001-6550-4124	245.77
ELECTION SYSTEMS & SOFT	914733	11/12/2014	ACCT # C04192 OFFICIAL EL	001-6550-4124	282.64
ELECTION SYSTEMS & SOFT	916576	11/25/2014	ACCT # C04192 SITE SUPPO	001-6550-4124	4,125.00
THE ELECTION CENTER	166450	11/26/2014	JOY PARDO 1/5 - 6/14	001-6550-4810	800.00
THE ELECTION CENTER	846944	11/26/2014	PAMELA OHLENDORF 1/5 -	001-6550-4810	800.00
IDA MAGALLANEZ	112614	12/01/2014	CORRECTION TO PAY FOR 11	001-6550-4124	16.00
NELL M. BERRY	112614	12/01/2014	CORRECTION IN HOURS FOR	001-6550-4124	24.00
ARNULFO ALONZO	112614	12/01/2014	CORRECTION TO PAY FOR 20	001-6550-4124	112.00
MARGIE GARCIA	112614	12/01/2014	CORRECTION TO PAY FOR 20	001-6550-4124	40.50
RHONDA SHAFFER	112614	12/01/2014	ADDITIONAL PAY FOR ELECTI	001-6550-4124	8.00
<b>Department 6550 - ELECTIONS Total:</b>					<b>9,137.95</b>

## Department : 6560 - COMMISSIONERS COURT

TOM BONN	112114	11/21/2014	EXPENSE REPORT 11/19 -21/	001-6560-4260	85.12
CARL R. OHLENDORF INSURA	14313	11/24/2014	POLICY #13745633 ACCT # C	001-6560-2090	177.50
ALFREDO MUNOZ	112514	11/26/2014	EXPENSE REPORT 11/6 -24/1	001-6560-4260	229.04
LOCKHART POST REGISTER	00073519	10/01/2014	SPEED LIMIT HEARING FOR C	001-6560-4310	30.24
LOCKHART POST REGISTER	00073362	10/01/2014	NOTICE OF TAX REVENUE IN	001-6560-4310	338.63
<b>Department 6560 - COMMISSIONERS COURT Total:</b>					<b>860.53</b>

## Department : 6600 - ENG. &amp; SUBDIVISION

BOWMAN CONSULTING GR	182119	10/31/2014	PROJECT # 070004-04-001 S	001-6600-4110	2,146.25
BOWMAN CONSULTING GR	183079	10/31/2014	PROJECT # 070004-02-001 1	001-6600-4110	612.50
<b>Department 6600 - ENG. &amp; SUBDIVISION Total:</b>					<b>2,758.75</b>

## Department : 6610 - IT-TECHNOLOGY

ALTEX ELECTRONICS	509932	11/17/2014	ACCT # 30785 NEATPATCH 2	001-6610-4510	798.10
SMITH SUPPLY CO.- LOCKHA	633006	11/17/2014	CONDUIT MAIL ADPT PVC 2"	001-6610-4510	13.20
SMITH SUPPLY CO.- LOCKHA	633068	11/17/2014	CONDUIT ELL PVC 2" BE	001-6610-4510	9.00
CAPITOL AUTO PARTS	07JB7563	11/20/2014	CUST # L310 WIRE LOOM	001-6610-4510	25.87
ALTEX ELECTRONICS	510470	11/21/2014	ACCT # 30785	001-6610-4510	495.96
<b>Department 6610 - IT-TECHNOLOGY Total:</b>					<b>1,342.13</b>

## Department : 6640 - CODE INVESTIGATOR

RELIABLE TIRE DISPOSAL	953	11/20/2014	COMMUNITY OF DALE	001-6640-3162	1,942.00
TEXAS FLEET FUEL, LTD.	NP42859031	11/24/2014	ACCT # BG114286 CODE EN	001-6640-4260	186.36
<b>Department 6640 - CODE INVESTIGATOR Total:</b>					<b>2,128.36</b>

## Department : 6650 - EMERG MGNT / HOMELAND SEC

CAPITOL AUTO PARTS	07JA1037	10/23/2014	CUST # L10358 FILTER HEA	001-6650-4510	-59.41
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## Expense Approval Register

Packet: APPKT00454 - 12/08/14 a/p run

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
O'REILLY AUTOMOTIVE, INC.	0642-413278	11/18/2014	#188092 BRAKE HOSE	001-6650-4510	122.30
O'REILLY AUTOMOTIVE, INC.	0642-413351	11/19/2014	#188092 INT DR HANDL	001-6650-4510	17.18
O'REILLY AUTOMOTIVE, INC.	0642-413414	11/19/2014	#188092 BRAKE HOSE	001-6650-4510	-83.18
CAPITOL AUTO PARTS	07JB6218	11/19/2014	CUST # L310 BRAKE & CLUT	001-6650-4510	4.70
CAPITOL AUTO PARTS	07JB6782	11/19/2014	CUST # L310 NEW MASTER	001-6650-4510	150.90
O'REILLY AUTOMOTIVE, INC.	0642-413501	11/20/2014	# 188092 BRAKE HOSE	001-6650-4510	111.81
O'REILLY AUTOMOTIVE, INC.	0642-413538	11/20/2014	#188092 BRAKE HOSE	001-6650-4510	-84.08
O'REILLY AUTOMOTIVE, INC.	0642-413615	11/21/2014	# 188092 BRAKE HOSE	001-6650-4510	63.51
LEIF JOHNSON FORD TRUCK	499127	11/21/2014	ACCT # 2740 BRAKE LINE	001-6650-4510	118.66
TEXAS FLEET FUEL, LTD.	NP42859031	11/24/2014	ACCT # BG114286 EMG MG	001-6650-4260	664.97
<b>Department 6650 - EMERG MGNT / HOMELAND SEC Total:</b>					<b>1,027.36</b>
<b>Department : 7610 - SANITATION DEPARTMENT</b>					
PRINTING SOLUTIONS	16358	10/16/2014	SOLOAR YELLOW PAPER	001-7610-3110	17.69
TEXAS FLEET FUEL, LTD.	NP42859031	11/24/2014	ACCT # BG114286 SANITA	001-7610-4260	108.32
<b>Department 7610 - SANITATION DEPARTMENT Total:</b>					<b>126.01</b>
<b>Department : 7620 - COUNTY WELFARE</b>					
ALL FAITHS FUNERAL SERVIC	S14-224	11/14/2014	RYAN TERRY BERG DOD - 11	001-7620-4320	670.00
<b>Department 7620 - COUNTY WELFARE Total:</b>					<b>670.00</b>
<b>Department : 8700 - COUNTY AGENT</b>					
DEWITT POTH & SON	424189-0	11/24/2014	CUST # 12430 SPOTPAPER	001-8700-3110	69.50
TEXAS FLEET FUEL, LTD.	NP42859031	11/24/2014	ACCT # BG114286 EXT. AG	001-8700-4260	181.16
RONDA LEHMAN	112514	11/25/2014	EXPENSE REPORT 10/21	001-8700-3120	113.98
CARISSA WILHELM	120114	12/01/2014	NOVEMBER TRAVEL 11/01 -	001-8700-4251	410.63
<b>Department 8700 - COUNTY AGENT Total:</b>					<b>775.27</b>
<b>Fund 001 - GENERAL FUND Total:</b>					<b>125,757.91</b>
<b>Fund: 002 - UNIT ROAD FUND</b>					
<b>Department : 1101 - ADMINISTRATION</b>					
HANSON EQUIPMENT	234247	11/10/2014	CAL001 MURPHY'S TIRE CO	002-1101-3130	45.00
HANSON EQUIPMENT	234267	11/10/2014	CAL001 16.9-30 TIRE REPAIR	002-1101-3190	87.96
CINTAS CORPORATION #86	086103857	11/12/2014	CONTRACT # 01981 CUST #	002-1101-2140	189.49
CINTAS CORPORATION #86	086103858	11/12/2014	CONTRACT # 01681 CUST #	002-1101-2140	201.45
CINTAS CORPORATION #86	086103859	11/12/2014	CONTRACT # 01681 CUST #	002-1101-2140	201.23
HANSON EQUIPMENT	234335	11/12/2014	CAL001 O-RING 3/8"	002-1101-3130	148.36
HANSON EQUIPMENT	234337	11/12/2014	O-RING FACE SWIV FEMALE	002-1101-3130	23.80
HANSON EQUIPMENT	234376	11/13/2014	FLAT REPAIR 11.2-24	002-1101-3190	88.13
HANSON EQUIPMENT	234384	11/13/2014	CAL001 TRACTOR SEAT	002-1101-3130	95.40
SOUTHERN TIRE MART, LLC	63138017	11/13/2014	CUST # 142726 LT265 / 75	002-1101-3190	738.44
SMITH SUPPLY CO.- LOCKHA	632684	11/13/2014	SUPER GLUE 2 GRAM ELMER	002-1101-3130	9.45
PETROLEUM TRADERS CORP	838913	11/18/2014	ACCT # 990644/1 ULTRA LO	002-1101-3163	6,851.61
BLUE TARP FINANCIAL, INC.	C60758/2	11/18/2014	CUST # 11239 3/8 X 2 GALV	002-1101-3130	5.87
CINTAS CORPORATION #86	086107129	11/19/2014	CONTRACT # 01981 CUST #	002-1101-2140	195.32
CINTAS CORPORATION #86	086107130	11/19/2014	CONTRACT # 01681 CUST #	002-1101-2140	201.45
CINTAS CORPORATION #86	086107131	11/19/2014	CONTRACT # 01681 CUST #	002-1101-2140	201.23
BLUE TARP FINANCIAL, INC.	C60940/2	11/19/2014	CUST # 11239 SCREWS, NUT	002-1101-3130	1.35
HANSON EQUIPMENT	234547	11/20/2014	CAL001 HOSE-FARMEX II 1/	002-1101-3130	19.00
HANSON EQUIPMENT	234552	11/20/2014	CAL001 METAL STEM .62	002-1101-3130	7.38
SOUTHERN TIRE MART, LLC	63138508	11/20/2014	CUST # 142726 DBL COIN 12	002-1101-3190	336.00
INDUSTIAL ASPHALT, LLC	44130	11/22/2014	CUST # 1145 JOB #1.C1644	002-1101-3143	9,065.55
CARL R. OHLENDORF INSURA	14327	11/24/2014	POLICY # 14938679 ACCT # C	002-1101-4850	50.00
CINTAS CORPORATION #86	086110398	11/26/2014	CONTRACT # 01681 CUST #	002-1101-2140	195.32
CINTAS CORPORATION #86	086110399	11/26/2014	CONTRACT # 01681 CUST #	002-1101-2140	201.45
CINTAS CORPORATION #86	086110400	11/26/2014	CONTRACT # 01681 CUST # 0	002-1101-2140	201.23
SMITH SUPPLY CO.- LOCKHA	23080	11/03/2014	CHAINSAW CHAIN #20 X 68	002-1101-3130	41.90
HOFMANN'S SUPPLY	807640	11/30/2014	CUST # 01734 ACETYLENE S	002-1101-4610	95.20
CINTAS CORPORATION #86	086100594	11/05/2014	CONTRACT # 01681 CUST # 0	002-1101-2140	142.85
CINTAS CORPORATION #86	086100595	11/05/2014	CONTRACT # 01681 CUST #	002-1101-2140	201.45
CINTAS CORPORATION #86	086100596	11/05/2014	CONTRACT # 01681 CUST #	002-1101-2140	201.23
HANSON EQUIPMENT	234153	11/05/2014	CAL001 BLADE-BUSH HOG	002-1101-3130	147.60
SMITH SUPPLY CO.- LOCKHA	631690	11/05/2014	GATE CORNER HEX ALUMMN 1	002-1101-3130	20.60

Expense Approval Register

Packet: APPKT00454 - 12/08/14 a/p run

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SOUTHERN TIRE MART, LLC	631137525	11/06/2014	CUST # 142726 000636012-	002-1101-3190	945.00
SMITH SUPPLY CO.- LOCKHA	631866	11/07/2014	T-POST 6' 1.25 HVY STEEL 5	002-1101-3130	43.60
				<b>Department 1101 - ADMINISTRATION Total:</b>	<b>21,200.90</b>

Department : 1102 - VEHICLE MAINTENANCE

O'REILLY AUTOMOTIVE, INC.	0642-410885	10/30/2014	CUST # 188092 BP CAPSULE	002-1102-3136	75.96
O'REILLY AUTOMOTIVE, INC.	0642-410905	10/30/2014	CUST # 188092 REFLECTOR	002-1102-3136	38.25
O'REILLY AUTOMOTIVE, INC.	0642-412256	11/10/2014	CUST # 1880902 COMBO SA	002-1102-3136	81.45
CAPITOL AUTO PARTS	07JB0841	11/10/2014	CUST # L310 FILTER - HEAV	002-1102-3136	84.16
INTERSTATE BILLING SERVIC	35251	11/13/2014	CUST # 220112 INSPECT AN	002-1102-4510	2,150.06
CAPITOL AUTO PARTS	07JB3853	11/14/2014	CUST # L310 FILTER-HEAVY	002-1102-3136	75.38
SALT FLAT FEED & NAPA	092595	11/14/2014	ACCT # 27269 V-BELT	002-1102-3136	29.97
VERMEER TEXAS-LOUISIANA	A90922	11/14/2014	CUST # 13505 CABLE THROT	002-1102-3136	75.37
O'REILLY AUTOMOTIVE, INC.	0642-413266	11/18/2014	CUST # 188092 GAL FUEL TR	002-1102-3136	34.58
CAPITOL AUTO PARTS	07JB5338	11/18/2014	CUST # L310 FILTER-HEAVY	002-1102-3136	83.99
ROMCO EQUIPMENT COMP	10766287	11/18/2014	CUST # 13570 EDGE GRADE	002-1102-3136	1,451.80
KJ'S AUTO ACCESSORIES	17502	11/19/2014	CALDM ROTATOR REPLACE	002-1102-3136	171.40
INTERSTATE BILLING SERVIC	178655	11/19/2014	ACCT # 220112 RING RATAI	002-1102-3136	253.57
INTERSTATE BILLING SERVIC	179160	11/21/2014	ACCT # 220112 SEALING R	002-1102-3136	771.57
GLOSSERMAN AUTOMOTIVE	053811	11/25/2014	ACCT # 1010 NAPA HAND CL	002-1102-3136	16.69
CAPITOL AUTO PARTS	07JB9584	11/25/2014	CUST # L310 1F X 3/4M IMP	002-1102-3136	29.26
LOCKHART MOTOR CO.,INC.	T37776	11/25/2014	OIL FILTER	002-1102-3136	8.98
CAPITOL AUTO PARTS	07JA7385	11/04/2014	CUST # L310 REFLECTOR, 3 I	002-1102-3136	20.70
RDO EQUIPMENT CO.	W32210	11/08/2014	ACCT # 7269004 BACKHOE	002-1102-4510	1,672.52
				<b>Department 1102 - VEHICLE MAINTENANCE Total:</b>	<b>7,125.66</b>

Department : 1103 - FLEET MAINTENANCE

CAPITOL AUTO PARTS	07JB0480	11/10/2014	CUST # L10358 O2 SENSOR	002-1103-3135	69.96
CINTAS CORPORATION #86	086103863	11/12/2014	CONTRACT # 01681 CUST #	002-1103-2140	55.36
CAPITOL AUTO PARTS	07JB2817	11/13/2014	ACCT # L10358 RADIATOR FA	002-1103-3135	-225.10
CAPITOL AUTO PARTS	07JB3050	11/13/2014	CUST # L10358 BLUE DEF DI	002-1103-3135	223.68
CAPITOL AUTO PARTS	07JB3176	11/13/2014	CUST # L10358 BELTTENSIO	002-1103-3135	129.50
LOCKHART MOTOR CO.,INC.	T37703	11/13/2014	CUST # 3810 CATALYST ASSY	002-1103-3135	546.32
CAPITOL AUTO PARTS	07JB3418	11/14/2014	CUST # L10358 BELT TENSIO	002-1103-3135	-94.95
CAPITOL AUTO PARTS	07JB3424	11/14/2014	CUST # L10358 TENSIONER	002-1103-3135	67.95
GOODYEAR AUTO SERVICE C	206728	11/14/2014	ACCT # 473509272 P235/55	002-1103-3190	1,289.39
TIGER TOTE - JOHNSON OIL	0727800	11/19/2014	CUST # 0546171 RYL DSL SU	002-1103-3165	1,640.00
CAPITOL AUTO PARTS	07JB6200	11/19/2014	CUST #L10358 WATER PUM	002-1103-3135	81.92
CAPITOL AUTO PARTS	07JB6625	11/19/2014	CUST # L10358 PARTS PLUS	002-1103-3135	38.76
CINTAS CORPORATION #86	086107135	11/19/2014	CONTRACT # 01681 CUST #	002-1103-2140	55.36
CAPITOL AUTO PARTS	07JB7432	11/20/2014	CUST # L10358 SEALED BEA	002-1103-3135	8.61
CINTAS CORPORATION #86	086110404	11/26/2014	CONTRACT # 01681 CUST #	002-1103-2140	55.36
CAPITOL AUTO PARTS	07JA6534	11/03/2014	CUST # L10358 MOTORCRAF	002-1103-3135	58.30
CAPITOL AUTO PARTS	07JA8239	11/05/2014	CUST # L10358 AIR FILTER P	002-1103-3135	22.74
CINTAS CORPORATION #86	086100600	11/05/2014	CONTRACT # 01981 CUST #	002-1103-2140	55.36
CAPITOL AUTO PARTS	07JA8634	11/06/2014	CUST # L10358 MOTORCRAF	002-1103-3135	40.70
CAPITOL AUTO PARTS	07JA9408	11/07/2014	CUST # L10358 AIR FILTER P	002-1103-3135	10.45
CAPITOL AUTO PARTS	07JA9493	11/07/2014	CUST # L10358 FILTER - AIR	002-1103-3135	14.12
				<b>Department 1103 - FLEET MAINTENANCE Total:</b>	<b>4,143.79</b>
				<b>Fund 002 - UNIT ROAD FUND Total:</b>	<b>32,470.35</b>

Fund: 010 - GRANT FUND

Department : 1000 - DEPARTMENTS - Header

HAYLEE LABERMEYER	111814	11/18/2014	4 - TAILS	010-1000-4850	40.00
DONALD BROWN	111814	11/24/2014	3 HOGS	010-1000-4850	30.00
WILLIAM BRYANT	111814	11/24/2014	2 HOGS	010-1000-4850	10.00
Chris King	111814	11/24/2014	3 HOGS	010-1000-4850	30.00
Bryan Gil	111814	11/24/2014	6 HOGS	010-1000-4850	60.00
BOBBY HERZOG	111814	11/24/2014	6 HOGS	010-1000-4850	90.00
ROBERT L HANNA	111814	11/24/2014	9 HOGS	010-1000-4850	90.00
KIRK JEFFREY	111814	11/24/2014	16 HOGS	010-1000-4850	160.00
TOM BLACKWELL	111814	11/24/2014	68 HOGS	010-1000-4850	680.00

## Expense Approval Register

Packet: APPKT00454 - 12/08/14 a/p run

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SUSAN BECK	111814	11/24/2014	4 HOGS + \$100 BONUS COU	010-1000-4850	140.00
JAY PRUITT	111814	11/25/2014	19 TAILS + \$200 BONUS COU	010-1000-4850	295.00
STEVE REED	111814	11/25/2014	6 - TAILS	010-1000-4850	60.00
THOMAS OHLENDORF	111814	11/25/2014	6 TAILS	010-1000-4850	60.00
BENNY LEAL	111814	11/25/2014	9 TAILS	010-1000-4850	90.00
MERRILL NELSON	111814	11/25/2014	5 HOGS + \$40 BONUS COUP	010-1000-4850	90.00
James Stone	111814	11/25/2014	12 - TAILS	010-1000-4850	120.00
PHIL WILHELM	111814	11/25/2014	13 TAILS + \$50 BONUS COUP	010-1000-4850	180.00
ANDREW ZELHART	111814	11/25/2014	20 TAILS	010-1000-4850	200.00
JACOB SPRADLING	111814	11/25/2014	5 - TAILS	010-1000-4850	50.00
HARLON REED	111814	11/25/2014	19 TAILS	010-1000-4850	190.00
JAMES SAMSON	111814	11/25/2014	11 - TAILS	010-1000-4850	110.00
GREG SCHEIERMAN	111814	11/25/2014	16 - TAILS	010-1000-4850	160.00

Department 1000 - DEPARTMENTS - Header Total: 2,935.00

Fund 010 - GRANT FUND Total: 2,935.00

## Fund: 013 - CAPITAL PROJECTS FUND

## Department : 6000 - DEBT SERVICE

SUNTURN, INC.	AUSO1737	11/19/2014	PROJECT: AUSO1737 PO # 6	013-6000-5310	7,097.07
BRAUN AND BUTLER CONST	11	11/30/2014	PROJECT # 011413	013-6000-5100	290,605.95
LONG LIFE PROJECTS	214	11/30/2014	NOVEMBER 2014	013-6000-4070	8,100.00

Department 6000 - DEBT SERVICE Total: 305,803.02

Fund 013 - CAPITAL PROJECTS FUND Total: 305,803.02

Grand Total: 466,966.28



## Report Summary

## Fund Summary

Fund	Expense Amount
001 - GENERAL FUND	125,757.91
002 - UNIT ROAD FUND	32,470.35
010 - GRANT FUND	2,935.00
013 - CAPITAL PROJECTS FUND	305,803.02
<b>Grand Total:</b>	<b>466,966.28</b>

## Account Summary

Account Number	Account Name	Expense Amount
001-1000-0140	REFUNDS & DISCOUNTS	505.00
001-1260	DUE FROM C C A D	418.09
001-1370	POSTAGE INVENTORY	7,000.00
001-2120-3110	OFFICE SUPPLIES	201.89
001-2130-4260	TRANSPORTATION	32.28
001-2140-3110	OFFICE SUPPLIES	34.75
001-2140-4260	TRANSPORTATION	345.60
001-2150-2070	EMPLOYEE BONDING	1,242.50
001-3200-3110	OFFICE SUPPLIES	211.79
001-3200-4260	TRANSPORTATION	131.71
001-3200-4315	PUBLICATIONS	100.00
001-3220-2090	OTHER INSURANCE	1,242.50
001-3220-3110	OFFICE SUPPLIES	106.03
001-3220-4810	TRAINING	175.00
001-3230-1080	COURT REPORTERS	4,356.00
001-3230-4030	VISITING COURT REPOR	450.00
001-3230-4080	ADULT - ATTY LITIGATIO	332.42
001-3230-4160	ADULT - INDIGENT ATTO	18,404.00
001-3240-4080	ADULT - ATTY LITIGATIO	19.80
001-3240-4160	ADULT - INDIGENT ATTO	2,050.00
001-3240-4180	JUVENILE - INDIGENT AT	450.00
001-3251-2070	EMPLOYEE BONDING	177.50
001-3251-4810	TRAINING	150.00
001-3252-2070	EMPLOYEE BONDING	50.00
001-3252-4810	TRAINING	587.20
001-3253-3120	POSTAGE	490.00
001-4300-3120	POSTAGE	200.00
001-4300-3130	OPERATING SUPPLIES	2,421.51
001-4300-4110	PROFESSIONAL SERVICE	566.50
001-4300-4260	TRANSPORTATION	9,467.29
001-4300-4420	TELEPHONE	55.00
001-4300-4510	REPAIRS & MAINTENAN	350.50
001-4300-4610	RENTALS	99.73
001-4310-3100	FOOD SUPPLIES	16,338.30
001-4310-3130	OPERATING SUPPLIES	3,969.16
001-4310-4110	PROFESSIONAL SERVICE	4,152.11
001-4310-4122	INMATE MEDICATION	6,414.59
001-4310-4260	TRANSPORTATION	1,076.77
001-4310-4510	REPAIRS & MAINTENAN	2,959.91
001-4321-2070	EMPLOYEE BONDING	92.50
001-4321-2100	DEPUTY CONSTABLE	550.00
001-4321-4260	TRANSPORTATION	235.55
001-4322-4260	TRANSPORTATION	81.93
001-4323-4260	TRANSPORTATION	168.46
001-4324-4260	TRANSPORTATION	329.40
001-4324-4610	RENTALS	156.00
001-6510-4425	FAX & INTERNET	341.91
001-6510-4610	RENTALS	6,679.00
001-6510-4845	INSURANCE	9,171.00

**Account Summary**

Account Number	Account Name	Expense Amount
001-6510-4850	MISCELLANEOUS	354.51
001-6520-3510	LULING ANNEX	223.89
001-6520-4260	TRANSPORTATION	651.76
001-6520-4510	REPAIRS & MAINTENAN	239.82
001-6520-5120	CALDWELL CO. COURTH	320.39
001-6550-4124	HAVA ELECTION SUPPO	6,637.95
001-6550-4810	TRAINING	1,600.00
001-6550-5310	MACHINERY AND EQUIP	900.00
001-6560-2090	OTHER INSURANCE	177.50
001-6560-4260	TRANSPORTATION	314.16
001-6560-4310	ADVERTISING AND LEGA	368.87
001-6600-4110	Professional Services	2,758.75
001-6610-4510	REPAIRS & MAINTENAN	1,342.13
001-6640-3162	COMMUNITY COLLECTI	1,942.00
001-6640-4260	TRANSPORTATION	186.36
001-6650-4260	TRANSPORTATION	664.97
001-6650-4510	REPAIRS & MAINTENAN	362.39
001-7610-3110	OFFICE SUPPLIES	17.69
001-7610-4260	TRANSPORTATION	108.32
001-7620-4320	INDIGENT FUNERAL	670.00
001-8700-3110	OFFICE SUPPLIES	69.50
001-8700-3120	POSTAGE	113.98
001-8700-4251	MILEAGE REIMB- ADH D	410.63
001-8700-4260	TRANSPORTATION	181.16
002-1101-2140	UNIFORMS	2,333.70
002-1101-3130	OPERATING SUPPLIES	609.31
002-1101-3143	FLEX BASE MATERIALS	9,065.55
002-1101-3163	FUEL	6,851.61
002-1101-3190	TIRES	2,195.53
002-1101-4610	RENTALS	95.20
002-1101-4850	MISCELLANEOUS	50.00
002-1102-3136	SUPPLIES & SMALL TOO	3,303.08
002-1102-4510	REPAIRS & MAINTENAN	3,822.58
002-1103-2140	UNIFORMS	221.44
002-1103-3135	OPERATING SUPPLIES	992.96
002-1103-3165	OIL & LUBRICANTS	1,640.00
002-1103-3190	TIRES	1,289.39
010-1000-4850	MISCELLANEOUS	2,935.00
013-6000-4070	PROJECT MANAGEMENT	8,100.00
013-6000-5100	CONSTRUCTION COSTS -	290,605.95
013-6000-5310	MACHINERY AND EQUIP	7,097.07
	<b>Grand Total:</b>	<b>466,966.28</b>

**Project Account Summary**

Project Account Key	Expense Amount
**None**	466,966.28
<b>Grand Total:</b>	<b>466,966.28</b>

**B.**

CALDWELL COUNTY  
COMMISSIONERS COURT MINUTES  
1403 Blackjack Street, Lockhart, Texas  
Regular Meeting November 17, 2014 9:00 a.m.



TOM D. BONN County Judge  
CAROL HOLCOMB County Clerk

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

Call Meeting to order.

Commissioner Roland not present at start of meeting.

Judge Bonn welcomed everyone, reminding that this could possibly be the last meeting at the Annex. December 8<sup>th</sup> meeting will be in the courtroom at the Courthouse and December 15<sup>th</sup> will be held at the new Caldwell County Justice Center.

- 2014.11.17.01 Invocation.** Lockhart Ministry Alliance.  
John Griffin with Bread of Life Church opened the meeting with prayer.
- 2014.11.17.02 Pledge of Allegiance to the Flags.** (Texas Pledge: Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible).  
Judge Bonn led those present in the Pledge to both Flags.
- 2014.11.17.03 Announcements:** Items or comments from Court Members or Staff.  
Commissioner Muñoz congratulated the Lockhart Lions for winning the game this past weekend. Commissioner Madrigal agreed with him.
- 2014.11.17.04 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).  
No speakers.
- 2014.11.17.05 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 November 10<sup>th</sup>, 2014.
  - B. To approve Continuation Certificate Bond No. 15530860 for Court Clerk, Jenifer Watts, for Caldwell County in the amount of One Thousand for the term beginning December 11, 2014 and ending December 11, 2015.

Motion made by Commissioner Buchholtz, second by Commissioner Muñoz to approve Consent Agenda. All Voting "Aye"



**COMMISSIONERS COURT MINUTES**  
**Regular Meeting on November 17, 2014**

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**2014.11.17.06 Reports.**

Unit Road Systems Report – Dwight Jeffrey

Unit Road Supervisor Dwight Jeffrey reported the October Unit Road Systems Report and discussed the painting of the Fleet Maintenance area at the new Caldwell County Justice Center. Commissioner Madrigal asked that he report back to them with details of the paint needed and the labor to do it. Judge Bonn said that the matter would be discussed with Maintenance Supervisor Curtis Weber.

Commissioner Roland arrived.

Veteran's Report – David Francis

Veterans Service Officer David Francis reported the events for October and explained that it followed suit with September seeing more favorable decisions for Caldwell County Veterans. Commissioner Roland asked about the outcome of a veteran that was referred. David explained that with assistance from Chief Appraiser Mary LaPoint, Caldwell County Appraisal District, he had retained ownership of his homestead and one other piece of property. Commissioners Madrigal and Roland thank him for his service.

Maintenance Report – Curtis Weber

Maintenance Supervisor Curtis Weber reported the maintenance activities for October. He explained that he could get estimates for the paint and someone to paint at the Fleet Maintenance department. He explained that the floor would need significant cleaning and the painting would probably need to be done on a weekend. The discussion will continue with more details of when and who will be doing the work at a later meeting.

**2014.11.17.07 Special Presentations. None.**

**(ALL OTHER AGENDA ITEMS)**

**2014.11.17.08 Discussion/Action** to approve Budget Amendments #2013-18, #2013-19, #2013-20, and #2013-21 as the final budget amendments for Fiscal Year 2013-2014.

Motion made by Commissioner Roland, second by Commissioner Buchholtz to approve Budget Amendments #2013-18, #2013-19, #2013-20, and #2013-21 as the final budget amendments for Fiscal Year 2013-2014. All Voting "Aye"

**2014.11.17.09 Discussion/Action** to select a real estate brokerage firm to represent Caldwell County in the sale the buildings at 201 E. San Antonio St. and 100 E. Market St.

County Auditor Larry Roberson explained that he had only received one (1) reply of interest. It was from Davis Equity Realty, located in Weslaco, Texas. Motion made by Commissioner Madrigal, second by Commissioner Muñoz to allow Davis Equity Realty to represent Caldwell County in the sale the buildings at 201 E. San Antonio St. and 100 E. Market St., with Caldwell County counsel to prepare a contract. Commissioner Roland would still like to see the County hold on to the property at 201 E. San Antonio. Motion made by Commissioner Buchholtz to table. Motion failed for lack of second. Roll Vote for original motion: Commissioner Muñoz-Yes, Commissioner Buchholtz-No, Commissioner Madrigal-Yes, Commissioner Roland-No, Judge Bonn-Yes. Motion Passed.

**COMMISSIONERS COURT MINUTES**  
**Regular Meeting on November 17, 2014**

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- 2014.11.17.10 Discussion/Action** to approve smoke detector system to be installed and monitored by Taylor Security Systems, Inc., at 505 Fannin Street, Luling, Texas. Motion made by Commissioner Roland, second by Commissioner Buchholtz to approve smoke detector system to be installed and monitored by Taylor Security Systems, Inc., at 505 Fannin Street, Luling, Texas at a cost of \$6,640 and \$35 per month to maintain with quarterly billing. All Voting "Aye"
- 2014.11.17.11 Discussion/Action** to apply for the FEMA Assistance to Firefighters Grant Program (AFG) to purchase necessary P25 compliant radio equipment and provide the matching funds for the Caldwell County Fire Departments participation. Matching funds not to exceed \$50,000. Motion made by Commissioner Muñoz, second by Commissioner Madrigal to approve the application for the FEMA Assistance to Firefighters Grant Program (AFG) to purchase necessary P25 compliant radio equipment and provide the matching funds for the Caldwell County Fire Departments participation, not to exceed \$50,000. All Voting "Aye"
- 2014.11.17.12 Discussion/Action** regarding Burn Ban for Caldwell County. Motion made by Commissioner Roland, second by Commissioner Muñoz to leave the burn ban off. All Voting "Aye"
- 2014.11.17.13 Discussion/Action** to canvass the November 4<sup>th</sup>, 2014 general constitutional and special election results.  
Judge Bonn read the November 4<sup>th</sup>, 2014 general constitutional and special election results and recognized those present that had been elected and re-elected. Motion made by Commissioner Muñoz, second by Commissioner Madrigal to approve canvass of the November 4<sup>th</sup>, 2014 general constitutional and special election results. All Voting "Aye"
- 2014.11.17.14 Discussion/Action** to approve the 2015 Caldwell County Employee Holiday calendar. Motion made by Judge Bonn, second by Commissioner Roland to approve the 2015 Caldwell County Employee Holiday calendar. That will total 13 ½ days. All Voting "Aye"
- 2014.11.17.15 Discussion/Action** to approve the Caldwell County Employee Manual. Motion made by Commissioner Roland, second by Commissioner Buchholtz to table this item until December 8<sup>th</sup>, 2014. That meeting will be held in the Courthouse second floor Courtroom. All Voting "Aye"
- 2014.11.17.16 Adjournment**  
Motion made by Commissioner Muñoz, second by Commissioner Buchholtz to Adjourn. All Voting "Aye"

\_\_\_\_\_ TOM D. BONN, County Judge

C.

**LongLifeProjects**  
 Les Reddin, REFP  
 Technical Consultant

Invoice

31106 La Quinta Georgetown, Tx,  
 78628  
 Phone: (512) 844-2133  
 LongLifeProjects@gmail.com

Date: 11.30.2014  
 INVOICE # 214

**Caldwell County Courthouse**  
**110 S. Main Street**  
**Room 201**  
**Lockhart, TX 78644**  
**ATTN :**  
**Marie Cavanagh**  
 Customer ID 2013-200

Salesperson	Job	Payment Terms	Due Date
LR	Caldwell County Justice Center	Due on receipt	12/15/2014

Invoice #214 for November, 2014

\$8,100-

Make all checks payable to: Les Reddin DBA LonglifeProjects

*Thank you for your business!*

LongLifeProjects 31106 La Quinta, Georgetown, Texas, 78628 Phone 512-844-2133 LongLifeProjects@gmail.com

**Daily log**

**Les Reddin Timesheet Nov 2014**

Day	Date	Activity ( Job) (Home)	Days	Cost per day	Total	
				\$600.00	\$0.00	
Sat	1-Nov				\$0.00	
Sun	2-Nov				\$0.00	
Mon	3-Nov	CCJC			\$600.00	Project meeting and site inspection, Start court update report
Tue	4-Nov	CCJC			\$600.00	Observe Detention and Fire alarm work and lighting installation, work on court update
Wed	5-Nov	CCJC			\$600.00	Finish report and added action item for mover change order from Owners Cont.
Thu	6-Nov	CCJC			\$600.00	Site inspection and project meeting
Fri	7-Nov				\$0.00	
Sat	8-Nov				\$0.00	
Sun	9-Nov				\$0.00	
Mon	10-Nov	CCJC			\$600.00	Report to the court and action item approved for mover vender to BB contract, project meeting with architect and BB, furniture arrived
Tue	11-Nov	CCJC			\$600.00	Furniture going in and assembly, front carpet and flooring started back up today, hardware still going in, access control still

						going in, painting almost completed with touch up
Wed	12-Nov	CCJC			\$600.00	Back to observe punch out with Darrell and document
Thu	13-Nov				\$300.00	CCJC documentation for this week's site visits and project meeting with GC regarding owners contingency return to the county
Fri	14-Nov	CCJC			\$600.00	
Sat	15-Nov				\$0.00	
Sun	16-Nov				\$0.00	
Mon	17-Nov	CCJC			\$600.00	CCJC Furniture punch started, plumbing passed inspection, final cleaning started
Tue	18-Nov	CCJC			\$600.00	Work on action items for the county
Wed	19-Nov	Sick			\$0.00	
Thu	20-Nov	Sick			\$0.00	
Fri	21-Nov	CCJC			\$600.00	Jail Standards inspection inspect furniture from final items on punch list. Still missing panels and partitions in the county clerk's office and the judges curt chairs We received the passed building inspection as a TCO this afternoon for substantial completion
Sat	22-Nov	Out			\$0.00	
Sun	23-Nov	Out			\$0.00	
Mon	24-Nov	Out			\$0.00	
Tue	25-Nov	Out			\$0.00	
Wed	26-Nov	CCJC			\$600.00	Check progress on the final items for the substantial completion Parking lot, Soffit panels and punched panels should be on site, lighting should be finished on the parking lot lights
Thu	27-Nov	Holiday			\$0.00	
Fri	28-Nov	CCJC			\$300.00	Project documentation and start closing out
Sat	29-Nov				\$0.00	
Sun	30-Nov				\$300.00	Finish end of month work and closing documents
					\$0.00	
Total					\$8,100.00	
Signature :						



**D.**

**APPLICATION AND CERTIFICATE FOR PAYMENT**

Owner: Caldwell County 110 S. Main Street Lockhart, Texas 78644	PROJECT: Caldwell County Judicial Center 1703 S. Colorado Street Lockhart, Texas 78644	APPLICATION NO: 11 PERIOD TO: 11/30/14 PROJECT NO: 011413	Distribution to: <input type="checkbox"/> OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR
FROM CONTRACTOR: Braun and Butler Construction, Inc. 715 Discovery Blvd., Suite 109, Cedar Park, Tx, 78613	ARCHITECT: Steinbomer, Bramwell & Vrazel Architects, Inc 1400 S. Congress St., Ste. B202 Austin, Texas 78704	CONTRACT DATE: 01/17/14	

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown, in connection with the Contract.  
Continuation sheets are attached.

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

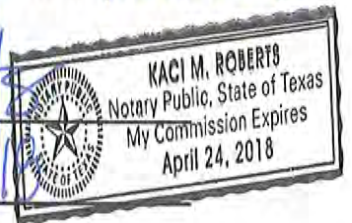
1. ORIGINAL CONTRACT SUM		<u>\$7,453,661.00</u>
2. Net Change by Change Orders		\$282,956.00
3. CONTRACT SUM TO DATE	proof \$0.00	<u>\$7,736,617.00</u>
4. TOTAL COMPLETED & STORED TO DATE		\$6,923,549.00
5. RETAINAGE:		
5% of Construction Work	\$346,177.45	
Total Retainage		<u>\$346,177.45</u>
6. TOTAL EARNED LESS RETAINAGE		\$6,577,371.55
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT		<u>\$6,286,765.60</u>
8. CURRENT PAYMENT DUE		<u>\$290,605.95</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE		\$1,159,245.45

CONTRACTOR: Braun and Butler Construction, Inc.

By: Mack Ell Date: 12-1-14

State of Texas  
County of Travis  
Subscribed and sworn to before me this 1st day of Dec. 2014

Notary Public: Kaci M Roberts  
My Commission expires: 04.24.18



**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$290,605.95

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation sheets that are changed to conform to the amount certified.)

ARCHITECT: SBV ARCHITECTS  
By: Paul A Stew Date: 12-1-2014

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

OK Z.R.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$282,956.00	\$0.00
Total approved this Month	\$0.00	\$0.00
<b>TOTALS</b>	<b>\$282,956.00</b>	<b>\$0.00</b>
NET CHANGES by Change Order		\$282,956.00

CONTINUATION SHEET

PROJECT:	Caldwell County Judicial Center 1703 S. Colorado Street	APPLICATION NO:	11
CONTRACTOR:	Braun and Butler Construction, Inc. 715 Discovery Blvd., Suite 109, Cedar Park, Tx. 78613	PERIOD TO:	11/30/2014
		PROJECT NO:	011413

ITEM NO.	DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS STORED (NOT IN D OR E)	G TOTAL COMPLETED & STORED TO DATE (D+E+F)		H BALANCE TO FINISH (C-G)	I RETAINAGE
			PREVIOUS APPLICATION	THIS APPLICATION		%	(G / C)		
1	Project Manager	\$45,600.00	\$41,450.00	\$4,150.00	\$0.00	\$45,600.00	100%	\$0.00	\$2,280.00
2	Superintendent	\$103,200.00	\$93,820.00	\$9,380.00	\$0.00	\$103,200.00	100%	\$0.00	\$5,160.00
3	Interim cleanup labor	\$11,648.00	\$11,648.00	\$0.00	\$0.00	\$11,648.00	100%	\$0.00	\$582.40
4	Office clerical support	\$16,800.00	\$15,270.00	\$1,530.00	\$0.00	\$16,800.00	100%	\$0.00	\$840.00
5	General conditions	\$28,099.00	\$25,540.00	\$2,559.00	\$0.00	\$28,099.00	100%	\$0.00	\$1,404.95
6	Project insurance	\$62,900.00	\$57,180.00	\$5,720.00	\$0.00	\$62,900.00	100%	\$0.00	\$3,145.00
7	Bond cost	\$63,978.00	\$63,978.00	\$0.00	\$0.00	\$63,978.00	100%	\$0.00	\$3,198.90
8	Mobilization	\$3,500.00	\$3,500.00	\$0.00	\$0.00	\$3,500.00	100%	\$0.00	\$175.00
9	Dumpster	\$9,600.00	\$9,600.00	\$0.00	\$0.00	\$9,600.00	100%	\$0.00	\$480.00
10	Project sign	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$1,500.00	\$0.00
11	Rentals	\$2,250.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$2,250.00	\$0.00
12	Close out documents	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$1,500.00	\$0.00
13	Preconstruction services	\$8,850.00	\$8,850.00	\$0.00	\$0.00	\$8,850.00	100%	\$0.00	\$442.50
14	Plan review & building permit	\$23,100.00	\$18,050.00	\$0.00	\$0.00	\$18,050.00	78%	\$5,050.00	\$902.50
15	W&WW capital recovery fee	\$8,500.00	\$8,500.00	\$0.00	\$0.00	\$8,500.00	100%	\$0.00	\$425.00
16	Electrical aid to const fee	\$11,149.00	\$11,149.00	\$0.00	\$0.00	\$11,149.00	100%	\$0.00	\$557.45
17	Surveyor	\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$3,000.00	\$0.00
18	Site safety inspections	\$8,000.00	\$7,270.00	\$730.00	\$0.00	\$8,000.00	100%	\$0.00	\$400.00
19	Owners contingency	\$348,027.00	\$180,329.00	\$20,769.00	\$0.00	\$201,098.00	58%	\$146,929.00	\$10,054.90
20	Contractors contingency	\$222,000.00	\$137,733.00	\$34,724.00	\$0.00	\$172,457.00	78%	\$49,543.00	\$8,622.85
21	Temporary fence	\$2,700.00	\$691.00	\$0.00	\$0.00	\$691.00	26%	\$2,009.00	\$34.55
22	Bld / misc demolition	\$37,000.00	\$37,000.00	\$0.00	\$0.00	\$37,000.00	100%	\$0.00	\$1,850.00
23	<b>Sitework</b>								
24	Mobilization	\$6,000.00	\$4,500.00	\$0.00	\$0.00	\$4,500.00	75%	\$1,500.00	\$225.00
25	Demo concrete	\$11,000.00	\$11,000.00	\$0.00	\$0.00	\$11,000.00	100%	\$0.00	\$550.00
26	Earthwork	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00	100%	\$0.00	\$500.00
27	Park lot stripe, sign, wheel stops	\$8,600.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$8,600.00	\$0.00
28	Security fence & gates	\$79,975.00	\$32,054.00	\$0.00	\$0.00	\$32,054.00	40%	\$47,921.00	\$1,602.70
29	Landscape - allowance	\$40,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$40,000.00	\$0.00
30	Irrigation - allowance	\$15,000.00	\$1,994.00	\$0.00	\$0.00	\$1,994.00	13%	\$13,006.00	\$99.70
31	Erosion controls	\$2,200.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$2,200.00	\$0.00
32	Site utilities	\$91,723.00	\$91,723.00	\$0.00	\$0.00	\$91,723.00	100%	\$0.00	\$4,586.15
33	Flag poles	\$5,400.00	\$0.00	\$5,400.00	\$0.00	\$5,400.00	100%	\$0.00	\$270.00

CONTINUATION SHEET

PROJECT:	Caldwell County Judicial Center 1703 S. Colorado Street	APPLICATION NO:	11
CONTRACTOR:	Braun and Butler Construction, Inc. 715 Discovery Blvd., Suite 109, Cedar Park, Tx. 78613	PERIOD TO:	11/30/2014
		PROJECT NO:	011413

ITEM NO.	DESCRIPTION OF WORK	C	D		E	F	G		H	I
			SCHEDULED VALUE	WORK COMPLETED		MATERIALS STORED (NOT IN D OR E)	TOTAL COMPLETED & STORED TO DATE (D+E+F)	%	BALANCE TO FINISH (C-G)	RETAINAGE
				PREVIOUS APPLICATION	THIS APPLICATION					
34	Flag poles	\$1,200.00	\$0.00	\$1,200.00	\$0.00	\$1,200.00	100%	\$0.00	\$60.00	
35	Concrete bollards @ entry	\$13,490.00	\$12,622.00	\$868.00	\$0.00	\$13,490.00	100%	\$0.00	\$674.50	
36	<b>Concrete</b>									
37	Piers	\$11,448.00	\$11,448.00	\$0.00	\$0.00	\$11,448.00	100%	\$0.00	\$572.40	
38	Grade beams	\$28,235.00	\$28,235.00	\$0.00	\$0.00	\$28,235.00	100%	\$0.00	\$1,411.75	
39	Slab on grade	\$28,747.00	\$28,747.00	\$0.00	\$0.00	\$28,747.00	100%	\$0.00	\$1,437.35	
40	Pipe bollards - install	\$8,897.00	\$8,897.00	\$0.00	\$0.00	\$8,897.00	100%	\$0.00	\$444.85	
41	Sidewalks / HC ramps	\$28,518.00	\$22,068.00	\$6,450.00	\$0.00	\$28,518.00	100%	\$0.00	\$1,425.90	
42	Curb & gutter	\$30,134.00	\$6,894.00	\$2,823.00	\$0.00	\$9,717.00	32%	\$20,417.00	\$485.85	
43	Concrete - interior trench	\$27,852.00	\$20,810.00	\$0.00	\$0.00	\$20,810.00	75%	\$7,042.00	\$1,040.50	
44	Masonry	\$24,644.00	\$24,644.00	\$0.00	\$0.00	\$24,644.00	100%	\$0.00	\$1,232.20	
45	Masonry	\$44,869.00	\$44,869.00	\$0.00	\$0.00	\$44,869.00	100%	\$0.00	\$2,243.45	
46	Masonry rebar - by GC	\$2,850.00	\$2,850.00	\$0.00	\$0.00	\$2,850.00	100%	\$0.00	\$142.50	
47	<b>Structural steel</b>									
48	Detailing / submittals	\$13,380.00	\$13,380.00	\$0.00	\$0.00	\$13,380.00	100%	\$0.00	\$669.00	
49	Structural steel & deck	\$96,457.00	\$96,457.00	\$0.00	\$0.00	\$96,457.00	100%	\$0.00	\$4,822.85	
50	Structural steel & deck	\$52,101.00	\$52,101.00	\$0.00	\$0.00	\$52,101.00	100%	\$0.00	\$2,605.05	
51	Handrails	\$3,209.00	\$3,209.00	\$0.00	\$0.00	\$3,209.00	100%	\$0.00	\$160.45	
52	Handrails	\$520.00	\$520.00	\$0.00	\$0.00	\$520.00	100%	\$0.00	\$26.00	
53	HVAC roof frames	\$9,000.00	\$9,000.00	\$0.00	\$0.00	\$9,000.00	100%	\$0.00	\$450.00	
54	Perforated panels @ entry	\$82,000.00	\$16,056.00	\$65,944.00	\$0.00	\$82,000.00	100%	\$0.00	\$4,100.00	
55	Aluminum column wraps	\$16,723.00	\$16,723.00	\$0.00	\$0.00	\$16,723.00	100%	\$0.00	\$836.15	
56	Aluminum column wraps	\$2,250.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$2,250.00	\$0.00	
57	Ships ladder	\$3,650.00	\$3,650.00	\$0.00	\$0.00	\$3,650.00	100%	\$0.00	\$182.50	
58	Steel bollards	\$8,500.00	\$8,500.00	\$0.00	\$0.00	\$8,500.00	100%	\$0.00	\$425.00	
59	Pre-engineered building	\$33,722.00	\$33,722.00	\$0.00	\$0.00	\$33,722.00	100%	\$0.00	\$1,686.10	
60	Pre-engineered building	\$12,352.00	\$9,200.00	\$0.00	\$0.00	\$9,200.00	74%	\$3,152.00	\$460.00	
61	Pre-engineered bld insulation	\$1,522.00	\$556.00	\$0.00	\$0.00	\$556.00	37%	\$966.00	\$27.80	
62	<b>Carpentry</b>									
63	Courtroom platforms	\$25,450.00	\$25,450.00	\$0.00	\$0.00	\$25,450.00	100%	\$0.00	\$1,272.50	
64	HVAC curb blocking	\$13,110.00	\$13,110.00	\$0.00	\$0.00	\$13,110.00	100%	\$0.00	\$655.50	
65	Misc blocking	\$4,752.00	\$4,752.00	\$0.00	\$0.00	\$4,752.00	100%	\$0.00	\$237.60	
66	Casework / cabinets	\$85,019.00	\$85,019.00	\$0.00	\$0.00	\$85,019.00	100%	\$0.00	\$4,250.95	

CONTINUATION SHEET

PROJECT:	Caldwell County Judicial Center 1703 S. Colorado Street	APPLICATION NO:	11
CONTRACTOR:	Braun and Butler Construction, Inc. 715 Discovery Blvd., Suite 109, Cedar Park, Tx. 78613	PERIOD TO:	11/30/2014
		PROJECT NO:	011413

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS STORED (NOT IN D OR E)	TOTAL COMPLETED & STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C-G)	RETAINAGE
			PREVIOUS APPLICATION	THIS APPLICATION					
67	Millwork / paneling & trim	\$99,936.00	\$98,317.00	\$1,619.00	\$0.00	\$99,936.00	100%	\$0.00	\$4,996.80
68	Joint sealants	\$15,025.00	\$10,059.00	\$0.00	\$0.00	\$10,059.00	67%	\$4,966.00	\$502.95
69	Fire stopping	\$7,850.00	\$7,850.00	\$0.00	\$0.00	\$7,850.00	100%	\$0.00	\$392.50
70	<b>Roofing</b>								
71	Entry roof	M \$11,614.00	\$11,614.00	\$0.00	\$0.00	\$11,614.00	100%	\$0.00	\$580.70
72	Entry roof	L \$5,616.00	\$5,616.00	\$0.00	\$0.00	\$5,616.00	100%	\$0.00	\$280.80
73	Repair @ removed units	M \$1,630.00	\$1,630.00	\$0.00	\$0.00	\$1,630.00	100%	\$0.00	\$81.50
74	Repair @ removed units	L \$2,809.00	\$2,809.00	\$0.00	\$0.00	\$2,809.00	100%	\$0.00	\$140.45
75	Repair @ replaced units	M \$31,595.00	\$31,595.00	\$0.00	\$0.00	\$31,595.00	100%	\$0.00	\$1,579.75
76	Repair @ replaced units	L \$61,425.00	\$61,425.00	\$0.00	\$0.00	\$61,425.00	100%	\$0.00	\$3,071.25
77	Metal soffitt panels @ entry	\$13,500.00	\$0.00	\$1,205.00	\$0.00	\$1,205.00	9%	\$12,295.00	\$60.25
78	Metal soffitt framing @ entry	\$4,725.00	\$0.00	\$4,725.00	\$0.00	\$4,725.00	100%	\$0.00	\$236.25
79	<b>Doors / Frames / Hardware</b>								
80	Hollow metal doors & frames	M \$35,700.00	\$35,700.00	\$0.00	\$0.00	\$35,700.00	100%	\$0.00	\$1,785.00
81	Hollow metal frames install	L \$5,712.00	\$5,712.00	\$0.00	\$0.00	\$5,712.00	100%	\$0.00	\$285.60
82	Hollow metal doors install	L \$1,092.00	\$1,092.00	\$0.00	\$0.00	\$1,092.00	100%	\$0.00	\$54.60
83	Wood doors	M \$54,962.00	\$54,962.00	\$0.00	\$0.00	\$54,962.00	100%	\$0.00	\$2,748.10
84	Wood door install	L \$14,700.00	\$13,700.00	\$1,000.00	\$0.00	\$14,700.00	100%	\$0.00	\$735.00
85	Finish hardware	M \$85,280.00	\$85,280.00	\$0.00	\$0.00	\$85,280.00	100%	\$0.00	\$4,264.00
86	Finish hardware install	L \$15,792.00	\$14,260.00	\$1,532.00	\$0.00	\$15,792.00	100%	\$0.00	\$789.60
87	Overhead doors	\$8,940.00	\$8,940.00	\$0.00	\$0.00	\$8,940.00	100%	\$0.00	\$447.00
88	Knox boxes	\$4,464.00	\$0.00	\$400.00	\$0.00	\$400.00	9%	\$4,064.00	\$20.00
89	Glass & Glazing	\$51,980.00	\$49,390.00	\$2,590.00	\$0.00	\$51,980.00	100%	\$0.00	\$2,599.00
90	Pass thru windows	\$10,625.00	\$6,380.00	\$1,855.00	\$0.00	\$8,235.00	78%	\$2,390.00	\$411.75
91	<b>Interior finishes</b>								
92	Drywall mobilization	M \$5,650.00	\$5,650.00	\$0.00	\$0.00	\$5,650.00	100%	\$0.00	\$282.50
93	Drywall mobilization	L \$3,585.00	\$3,585.00	\$0.00	\$0.00	\$3,585.00	100%	\$0.00	\$179.25
94	Metal stud framing	M \$92,490.00	\$92,490.00	\$0.00	\$0.00	\$92,490.00	100%	\$0.00	\$4,624.50
95	Metal stud framing	L \$69,150.00	\$69,150.00	\$0.00	\$0.00	\$69,150.00	100%	\$0.00	\$3,457.50
96	Insulation	M \$33,560.00	\$33,560.00	\$0.00	\$0.00	\$33,560.00	100%	\$0.00	\$1,678.00
97	Insulation	L \$13,475.00	\$13,475.00	\$0.00	\$0.00	\$13,475.00	100%	\$0.00	\$673.75
98	Drywall	M \$99,690.00	\$99,690.00	\$0.00	\$0.00	\$99,690.00	100%	\$0.00	\$4,984.50
99	Drywall	L \$98,335.00	\$98,335.00	\$0.00	\$0.00	\$98,335.00	100%	\$0.00	\$4,916.75



CONTINUATION SHEET

PROJECT:	Caldwell County Judicial Center 1703 S. Colorado Street	APPLICATION NO:	11
CONTRACTOR:	Braun and Butler Construction, Inc. 715 Discovery Blvd., Suite 109, Cedar Park, Tx. 78613	PERIOD TO:	11/30/2014
		PROJECT NO:	011413

ITEM NO.	DESCRIPTION OF WORK		C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS STORED (NOT IN D OR E)	G TOTAL COMPLETED & STORED TO DATE (D+E+F)		H BALANCE TO FINISH (C-G)	I RETAINAGE
				PREVIOUS APPLICATION	THIS APPLICATION		%	(G / C)		
100	Acoustical grid	M	\$31,950.00	\$31,950.00	\$0.00	\$0.00	\$31,950.00	100%	\$0.00	\$1,597.50
101	Acoustical grid	L	\$10,675.00	\$10,675.00	\$0.00	\$0.00	\$10,675.00	100%	\$0.00	\$533.75
102	Acoustical tile	M	\$73,520.00	\$73,520.00	\$0.00	\$0.00	\$73,520.00	100%	\$0.00	\$3,676.00
103	Acoustical tile	L	\$11,050.00	\$8,960.00	\$2,090.00	\$0.00	\$11,050.00	100%	\$0.00	\$552.50
104	Ceramic tile	M	\$44,002.00	\$31,987.00	\$0.00	\$0.00	\$31,987.00	73%	\$12,015.00	\$1,599.35
105	Ceramic tile	L	\$27,224.00	\$23,663.00	\$0.00	\$0.00	\$23,663.00	87%	\$3,561.00	\$1,183.15
106	Carpet / VCT / Base	M	\$79,639.00	\$79,639.00	\$0.00	\$0.00	\$79,639.00	100%	\$0.00	\$3,981.95
107	Carpet / VCT / Base	L	\$26,786.00	\$17,831.00	\$8,955.00	\$0.00	\$26,786.00	100%	\$0.00	\$1,339.30
108	Tape / Float / Paint		\$121,000.00	\$120,778.00	\$222.00	\$0.00	\$121,000.00	100%	\$0.00	\$6,050.00
109	Mosaic mural (formally Terrazzo)		\$18,325.00	\$15,263.00	\$3,062.00	\$0.00	\$18,325.00	100%	\$0.00	\$916.25
110	Sealed concrete		\$1,657.00	\$0.00	\$1,657.00	\$0.00	\$1,657.00	100%	\$0.00	\$82.85
111	Acoustical panels	M	\$22,675.00	\$14,357.00	\$0.00	\$0.00	\$14,357.00	63%	\$8,318.00	\$717.85
112	Acoustical panels	L	\$3,446.00	\$0.00	\$3,446.00	\$0.00	\$3,446.00	100%	\$0.00	\$172.30
113	Marker / Tack boards	M	\$2,850.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$2,850.00	\$0.00
114	Marker / Tack boards	L	\$1,100.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$1,100.00	\$0.00
115	Toilet partitions	M	\$8,639.00	\$8,639.00	\$0.00	\$0.00	\$8,639.00	100%	\$0.00	\$431.95
116	Toilet partitions	L	\$1,340.00	\$1,340.00	\$0.00	\$0.00	\$1,340.00	100%	\$0.00	\$67.00
117	Toilet accessories	M	\$9,726.00	\$9,726.00	\$0.00	\$0.00	\$9,726.00	100%	\$0.00	\$486.30
118	Toilet accessories	L	\$1,526.00	\$1,526.00	\$0.00	\$0.00	\$1,526.00	100%	\$0.00	\$76.30
119	Signage - interior		\$36,564.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$36,564.00	\$0.00
120	Signage - exterior		\$30,512.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$30,512.00	\$0.00
121	Fire extinguisher & cabinets	M	\$4,675.00	\$4,675.00	\$0.00	\$0.00	\$4,675.00	100%	\$0.00	\$233.75
122	Fire extinguisher & cabinets	L	\$896.00	\$896.00	\$0.00	\$0.00	\$896.00	100%	\$0.00	\$44.80
123	Dishwasher	M	\$750.00	\$750.00	\$0.00	\$0.00	\$750.00	100%	\$0.00	\$37.50
124	Dishwasher	L	\$200.00	\$200.00	\$0.00	\$0.00	\$200.00	100%	\$0.00	\$10.00
125	Window treatments		\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100%	\$0.00	\$50.00
126	Fire suppression									
127	Fire sprinkler design / submittal		\$8,500.00	\$8,500.00	\$0.00	\$0.00	\$8,500.00	100%	\$0.00	\$425.00
128	Fire sprinkler mobilization		\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	100%	\$0.00	\$250.00
129	Fire sprinkler	M	\$48,000.00	\$44,000.00	\$0.00	\$0.00	\$44,000.00	92%	\$4,000.00	\$2,200.00
130	Fire sprinkler	L	\$30,500.00	\$27,500.00	\$0.00	\$0.00	\$27,500.00	90%	\$3,000.00	\$1,375.00
131	Fire sprinkler test & finish		\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$500.00	\$0.00
132	FM200 design & submittal		\$3,500.00	\$3,500.00	\$0.00	\$0.00	\$3,500.00	100%	\$0.00	\$175.00

CONTINUATION SHEET

PROJECT: Caldwell County Judicial Center  
 1703 S. Colorado Street  
 CONTRACTOR: Braun and Butler Construction, Inc.  
 715 Discovery Blvd., Suite 109, Cedar Park, Tx. 78613

APPLICATION NO: 11  
 PERIOD TO: 11/30/2014  
 PROJECT NO: 011413

ITEM NO.	DESCRIPTION OF WORK	C	D		F	G		H	I				
			SCHEDULED VALUE	WORK COMPLETED		MATERIALS STORED (NOT IN D OR E)	TOTAL COMPLETED & STORED TO DATE (D+E+F)			%	BALANCE TO FINISH (C-G)	RETAINAGE	
				PREVIOUS APPLICATION									THIS APPLICATION
133	FM200 mobilization	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00	100%	\$0.00	\$100.00				
134	FM200	\$16,000.00	\$16,000.00	\$0.00	\$0.00	\$16,000.00	100%	\$0.00	\$800.00				
135	FM200	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00	100%	\$0.00	\$100.00				
136	FM200 test & finish	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$500.00	\$0.00				
137	Plumbing												
138	Mobilize	\$7,000.00	\$7,000.00	\$0.00	\$0.00	\$7,000.00	100%	\$0.00	\$350.00				
139	Demolition	\$2,500.00	\$2,500.00	\$0.00	\$0.00	\$2,500.00	100%	\$0.00	\$125.00				
140	Slab removal	\$30,500.00	\$30,500.00	\$0.00	\$0.00	\$30,500.00	100%	\$0.00	\$1,525.00				
141	Sanitary sewer under ground	\$16,400.00	\$16,400.00	\$0.00	\$0.00	\$16,400.00	100%	\$0.00	\$820.00				
142	Sanitary sewer under ground	\$27,900.00	\$27,900.00	\$0.00	\$0.00	\$27,900.00	100%	\$0.00	\$1,395.00				
143	Sanitary sewer excavation	\$28,000.00	\$28,000.00	\$0.00	\$0.00	\$28,000.00	100%	\$0.00	\$1,400.00				
144	Floor drains / cleanouts	\$12,700.00	\$12,700.00	\$0.00	\$0.00	\$12,700.00	100%	\$0.00	\$635.00				
145	Floor drains / cleanouts	\$3,800.00	\$3,800.00	\$0.00	\$0.00	\$3,800.00	100%	\$0.00	\$190.00				
146	Sanitary sewer top out	\$19,900.00	\$19,900.00	\$0.00	\$0.00	\$19,900.00	100%	\$0.00	\$995.00				
147	Sanitary sewer top out	\$24,000.00	\$24,000.00	\$0.00	\$0.00	\$24,000.00	100%	\$0.00	\$1,200.00				
148	Domestic water	\$74,600.00	\$74,600.00	\$0.00	\$0.00	\$74,600.00	100%	\$0.00	\$3,730.00				
149	Domestic water	\$43,200.00	\$43,200.00	\$0.00	\$0.00	\$43,200.00	100%	\$0.00	\$2,160.00				
150	Gas piping	\$23,300.00	\$23,300.00	\$0.00	\$0.00	\$23,300.00	100%	\$0.00	\$1,165.00				
151	Gas piping	\$12,000.00	\$12,000.00	\$0.00	\$0.00	\$12,000.00	100%	\$0.00	\$600.00				
152	Waterheater	\$7,800.00	\$7,800.00	\$0.00	\$0.00	\$7,800.00	100%	\$0.00	\$390.00				
153	Waterheater	\$1,500.00	\$1,500.00	\$0.00	\$0.00	\$1,500.00	100%	\$0.00	\$75.00				
154	Fixtures	\$35,160.00	\$35,160.00	\$0.00	\$0.00	\$35,160.00	100%	\$0.00	\$1,758.00				
155	Fixtures	\$4,900.00	\$4,410.00	\$490.00	\$0.00	\$4,900.00	100%	\$0.00	\$245.00				
156	Insulation	\$12,000.00	\$12,000.00	\$0.00	\$0.00	\$12,000.00	100%	\$0.00	\$600.00				
157	Insulation	\$12,000.00	\$12,000.00	\$0.00	\$0.00	\$12,000.00	100%	\$0.00	\$600.00				
158	Close out	\$5,000.00	\$0.00	\$5,000.00	\$0.00	\$5,000.00	100%	\$0.00	\$250.00				
159	HVAC												
160	Mobilize	\$21,225.00	\$21,225.00	\$0.00	\$0.00	\$21,225.00	100%	\$0.00	\$1,061.25				
161	Submittal / shop drawings	\$5,130.00	\$5,130.00	\$0.00	\$0.00	\$5,130.00	100%	\$0.00	\$256.50				
162	Demolition	\$11,676.00	\$11,676.00	\$0.00	\$0.00	\$11,676.00	100%	\$0.00	\$583.80				
163	Roof top units	\$198,000.00	\$198,000.00	\$0.00	\$0.00	\$198,000.00	100%	\$0.00	\$9,900.00				
164	Outside air units	\$168,000.00	\$168,000.00	\$0.00	\$0.00	\$168,000.00	100%	\$0.00	\$8,400.00				
165	Air devices	\$23,160.00	\$23,160.00	\$0.00	\$0.00	\$23,160.00	100%	\$0.00	\$1,158.00				

CONTINUATION SHEET

PROJECT: Caldwell County Judicial Center APPLICATION NO: 11  
 1703 S. Colorado Street PERIOD TO: 11/30/2014  
 CONTRACTOR: Braun and Butler Construction, Inc. PROJECT NO: 011413  
 715 Discovery Blvd., Suite 109, Cedar Park, Tx. 78613

ITEM NO.	DESCRIPTION OF WORK		C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS STORED (NOT IN D OR E)	G TOTAL COMPLETED & STORED TO DATE (D+E+F)		H BALANCE TO FINISH (C-G)	I RETAINAGE
				PREVIOUS APPLICATION	THIS APPLICATION		COMPLETED & STORED	% (G / C)		
166	Fans	M	\$5,040.00	\$5,040.00	\$0.00	\$0.00	\$5,040.00	100%	\$0.00	\$252.00
167	Heaters	M	\$1,824.00	\$1,824.00	\$0.00	\$0.00	\$1,824.00	100%	\$0.00	\$91.20
168	Sound traps	M	\$240.00	\$240.00	\$0.00	\$0.00	\$240.00	100%	\$0.00	\$12.00
169	Fire dampers	M	\$1,080.00	\$1,080.00	\$0.00	\$0.00	\$1,080.00	100%	\$0.00	\$54.00
170	Sheetmetal / spiral	M	\$69,979.00	\$69,979.00	\$0.00	\$0.00	\$69,979.00	100%	\$0.00	\$3,498.95
171	Roof top units install	M	\$8,680.00	\$8,680.00	\$0.00	\$0.00	\$8,680.00	100%	\$0.00	\$434.00
172	Roof top units install	L	\$7,540.00	\$7,540.00	\$0.00	\$0.00	\$7,540.00	100%	\$0.00	\$377.00
173	Outside air units install	M	\$4,720.00	\$4,720.00	\$0.00	\$0.00	\$4,720.00	100%	\$0.00	\$236.00
174	Outside air units install	L	\$5,360.00	\$5,360.00	\$0.00	\$0.00	\$5,360.00	100%	\$0.00	\$268.00
175	Fans install	M	\$554.00	\$554.00	\$0.00	\$0.00	\$554.00	100%	\$0.00	\$27.70
176	Fans install	L	\$908.00	\$908.00	\$0.00	\$0.00	\$908.00	100%	\$0.00	\$45.40
177	Roof platforms	M	\$2,180.00	\$2,180.00	\$0.00	\$0.00	\$2,180.00	100%	\$0.00	\$109.00
178	Roof platforms	L	\$5,720.00	\$5,720.00	\$0.00	\$0.00	\$5,720.00	100%	\$0.00	\$286.00
179	Fab misc sheet metal	M	\$3,360.00	\$3,360.00	\$0.00	\$0.00	\$3,360.00	100%	\$0.00	\$168.00
180	Fab misc sheet metal	L	\$3,526.00	\$3,526.00	\$0.00	\$0.00	\$3,526.00	100%	\$0.00	\$176.30
181	Duct installation	M	\$50,400.00	\$50,400.00	\$0.00	\$0.00	\$50,400.00	100%	\$0.00	\$2,520.00
182	Duct installation	L	\$98,400.00	\$98,400.00	\$0.00	\$0.00	\$98,400.00	100%	\$0.00	\$4,920.00
183	Trim out	M	\$7,080.00	\$7,080.00	\$0.00	\$0.00	\$7,080.00	100%	\$0.00	\$354.00
184	Trim out	L	\$14,160.00	\$14,160.00	\$0.00	\$0.00	\$14,160.00	100%	\$0.00	\$708.00
185	Piping	M	\$10,620.00	\$10,088.00	\$0.00	\$0.00	\$10,088.00	95%	\$532.00	\$504.40
186	Piping	L	\$9,440.00	\$5,664.00	\$0.00	\$0.00	\$5,664.00	60%	\$3,776.00	\$283.20
187	Start up	M	\$8,260.00	\$7,811.00	\$0.00	\$0.00	\$7,811.00	95%	\$449.00	\$390.55
188	Start up	L	\$11,800.00	\$11,800.00	\$0.00	\$0.00	\$11,800.00	100%	\$0.00	\$590.00
189	Insulation		\$160,480.00	\$160,480.00	\$0.00	\$0.00	\$160,480.00	100%	\$0.00	\$8,024.00
190	Test & balance		\$15,458.00	\$15,458.00	\$0.00	\$0.00	\$15,458.00	100%	\$0.00	\$772.90
191	HVAC bond cost		\$16,550.00	\$16,550.00	\$0.00	\$0.00	\$16,550.00	100%	\$0.00	\$827.50
192	Electrical									
193	General conditions		\$100,687.00	\$90,732.00	\$9,955.00	\$0.00	\$100,687.00	100%	\$0.00	\$5,034.35
194	Temp power	M	\$3,436.00	\$3,436.00	\$0.00	\$0.00	\$3,436.00	100%	\$0.00	\$171.80
195	Temp power	L	\$5,155.00	\$5,155.00	\$0.00	\$0.00	\$5,155.00	100%	\$0.00	\$257.75
196	Demolition		\$26,192.00	\$26,192.00	\$0.00	\$0.00	\$26,192.00	100%	\$0.00	\$1,309.60
197	Branch conduit & wire	M	\$103,197.00	\$103,197.00	\$0.00	\$0.00	\$103,197.00	100%	\$0.00	\$5,159.85
198	Branch conduit & wire	L	\$156,931.00	\$156,931.00	\$0.00	\$0.00	\$156,931.00	100%	\$0.00	\$7,846.55



## CONTINUATION SHEET

PROJECT: Caldwell County Judicial Center APPLICATION NO: 11  
 1703 S. Colorado Street PERIOD TO: 11/30/2014  
 CONTRACTOR: Braun and Butler Construction, Inc. PROJECT NO: 011413  
 715 Discovery Blvd., Suite 109, Cedar Park, Tx. 78613

ITEM NO.	DESCRIPTION OF WORK	C	D		F	G		H	I				
			SCHEDULED VALUE	WORK COMPLETED		MATERIALS STORED (NOT IN D OR E)	TOTAL COMPLETED & STORED TO DATE (D+E+F)			%	BALANCE TO FINISH (C-G)	RETAINAGE	
				PREVIOUS APPLICATION									THIS APPLICATION
232	Engineering / mobilization	\$30,000.00	\$30,000.00	\$0.00	\$0.00	\$30,000.00	100%	\$0.00	\$1,500.00				
233	Wire	\$45,067.00	\$45,067.00	\$0.00	\$0.00	\$45,067.00	100%	\$0.00	\$2,253.35				
234	PLC / door control	\$81,000.00	\$81,000.00	\$0.00	\$0.00	\$81,000.00	100%	\$0.00	\$4,050.00				
235	Audio / IC / Paging	\$16,000.00	\$16,000.00	\$0.00	\$0.00	\$16,000.00	100%	\$0.00	\$800.00				
236	CCTV	\$76,000.00	\$76,000.00	\$0.00	\$0.00	\$76,000.00	100%	\$0.00	\$3,800.00				
237	UPS/Power	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	100%	\$0.00	\$250.00				
238	Card access	\$67,000.00	\$67,000.00	\$0.00	\$0.00	\$67,000.00	100%	\$0.00	\$3,350.00				
239	Labor	\$62,000.00	\$49,600.00	\$12,400.00	\$0.00	\$62,000.00	100%	\$0.00	\$3,100.00				
240	Final Cleaning	\$16,800.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$16,800.00	\$0.00				
241	Fee 3%	\$215,234.00	\$188,304.00	\$8,788.00	\$0.00	\$197,092.00	92%	\$18,142.00	\$9,854.60				
242	Change order 1 - fire lane												
243	General conditions	\$3,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$3,500.00	\$0.00				
244	Bond cost	\$5,167.00	\$5,167.00	\$0.00	\$0.00	\$5,167.00	100%	\$0.00	\$258.35				
245	Surveyor	\$5,000.00	\$828.00	\$0.00	\$0.00	\$828.00	17%	\$4,172.00	\$41.40				
246	Erosion controls	\$2,450.00	\$2,450.00	\$0.00	\$0.00	\$2,450.00	100%	\$0.00	\$122.50				
247	Culvert at MLK approach	\$4,770.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$4,770.00	\$0.00				
248	Culvert safety end treatments	\$2,200.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$2,200.00	\$0.00				
249	Site work	\$79,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$79,000.00	\$0.00				
250	Site concrete	\$143,758.00	\$139,697.00	\$4,061.00	\$0.00	\$143,758.00	100%	\$0.00	\$7,187.90				
251	Striping / traffic signage	\$4,200.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$4,200.00	\$0.00				
252	Landscape/irrigation allowance	\$9,820.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$9,820.00	\$0.00				
253	Contractor contingency	\$15,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$15,000.00	\$0.00				
254	Fee 3%	\$8,091.00	\$4,444.00	\$122.00	\$0.00	\$4,566.00	56%	\$3,525.00	\$228.30				
255													
256													
GRAND TOTAL		\$7,736,617.00	\$6,617,648.00	\$305,901.00	\$0.00	\$6,923,549.00	89%	\$741,014.00	\$346,177.45				



# CONTRACTOR'S CONTINGENCY EXPENDITURE REPORT

PROJECT: Caldwell County Judicial Center  
1703 S. Colorado Street  
CONTRACTOR: Braun and Butler Construction, Inc.  
715 Discovery Blvd., Suite 109, Cedar Park, Tx. 78613

APPLICATION NO: 11  
PERIOD TO: 11/30/14  
PROJECT NO: 011413  
CONTRACT DATE: 01/17/14

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## Total Contingency Amount

\$222,000.00

### Approved Contingency Charges

Texas Star Fire Systems - replace pipe & flush entire system to remove sludge bulk	\$34,536.00
Schmidt Elec. - Add floor boxes @ 1521 & 1607	\$3,540.00
Provide Temp water service to operating shop	\$576.00
Piping for ice maker in warming kitchen	\$2,552.00
Schmidt Elec. - Data outlet changes per RFI 25	\$16,718.00
Schmidt Elec - Power for hand dryers not shown on E sheets	\$592.00
Schmidt Elec - Change corridor lights per ASI 7	\$929.00
Const Metal Products - Install masonry lintels @ 4 entry openings	\$6,497.00
Tejano Const - Install 6" CMU at security office around bullet resistant window	\$920.00
Clarence Cullen Co - Additional base at sally port foundation	\$3,404.00
Mascon Roofing - Additional deck replacement at detention area	\$14,600.00
B&L Const - Provide additional mock-up & framing changes @ courtrooms	\$1,145.00
B&L Const - Frame parapet wall @ removed entry structure	\$1,585.00
B&L Const - Frame walls above entry door and windows	\$1,260.00
B&L Const - Install plywood @ IT room and closets	\$2,885.00
Delta Concrete - Transformer pad	\$2,437.00
Delta Concrete - Generator pad	\$3,941.00
B&L Const - light cove @ skylight	\$580.00
Dumpster costs over budget for July	\$482.00
Delta Concrete - Remove existing over poured beam conc at entrance foundation	\$916.00
Triad - change penal fixture sizes	\$1,988.00
Const Metal Products - upgrade primer cost	\$728.00
Const Metal Products - tube steel at fascia for closure	\$4,150.00
Schmidt - conduit across drive for future	\$4,640.00
Dumpster costs over budget for August	\$1,076.00
B&B mail box - does not include installation labor / material	\$1,394.00
B&L - framing & drywall for mail boxes	\$880.00
Const. Metal Products - perforated panel at entry - over budget	\$25,039.00
MCS - Additional pedestals & card readers per ASI 14	\$5,041.00
MCS - Additional cardreaders per ASI 16	\$3,443.00
Dumpster costs over budget for September	\$3,556.00
Window blinds over budget	\$360.00
Interim Cleanup Labor above budget for October	\$3,486.00
ISI - provide narrow vision panels or half glass @ 7 doors per submittal comments	\$2,926.00
ISI - provide Secure deck security ceiling at rooms 1700 & 1714 per submittal comm	\$3,758.00
AirCraft - concrete blocks at RTU compressor compartments - excluded from bid	\$1,869.00
AirCraft - 2 fire dampers at courtroom 1334 not shown on M sheets	\$783.00
Schmidt Elec - install cove and Pallo lighting over mosaic	\$5,363.00
Schmidt Elec - power & security per ASI 16	\$1,505.00
Schmidt Elec - upgrade detention fixtures per jail commission submittal comments	\$5,177.00
Schmidt Elec - add quad plug in IT room per owner request	\$364.00
D&W paint - paint gas pipe	\$1,334.00
Schmidt - EF6 larger breaker	\$650.00
Air Craft - dampers for FM 200 system	\$2,080.00

Dumpster costs over budget for November	\$593.00
Interim Cleanup Labor above budget for November	\$2,128.00
Entry canopy soffit over budget	\$25,545.00
B&L - labor to install additional door hardware at courtrooms	\$1,580.00
Tejano Const - Rake and recess mortar joints at walls behind canopy at east wall	\$1,672.00

**Total Uncommitted Contingency Balance**

\$8,797.00

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**Listing of Contingency Charges Billed**

Pay app 2	Schmidt Elec. - Add floor boxes @ 1521 & 1607 - partial billing	\$1,505.00
Pay app 2	Texas Star Fire Systems - replace pipe & flush entire system to remove sludge bulk	\$34,536.00
Pay app 3	Provide Temp water service to operating shop	\$576.00
Pay app 3	Piping for ice maker in warming kitchen - partial billing	\$1,276.00
Pay app 3	Schmidt Elec. - Data outlet changes per RFI 25 - partial billing	\$8,500.00
Pay app 4	Piping for ice maker in warming kitchen - final billing	\$1,276.00
Pay app 5	Schmidt Elec. - Data outlet changes per RFI 25 - partial billing	\$6,546.00
Pay app 5	Const Metal Products - Install masonry lintels @ 4 entry openings	\$6,497.00
Pay app 5	Mascon Roofing - Additional deck replacement at detention area	\$14,600.00
Pay app 5	Clarence Cullen Co - Additional base at sally port foundation	\$3,404.00
Pay app 5	B&L Const - Provide additional mock-up & framing changes @ courtrooms	\$1,145.00
Pay app 5	B&L Const - Frame parapet wall @ removed entry structure	\$1,585.00
Pay app 5	B&L Const - Frame walls above entry door and windows	\$1,260.00
Pay app 5	B&L Const - Install plywood @ IT room and closets	\$2,885.00
Pay app 6	Delta Concrete - Transformer pad	\$2,437.00
Pay app 6	Delta Concrete - Generator pad	\$3,941.00
Pay app 6	B&L Const - light cove at skylight	\$580.00
Pay app 7	Dumpster costs over budget for July	\$482.00
Pay app 7	Delta Concrete - Remove existing over poured beam conc at entrance foundation	\$916.00
Pay app 7	Triad - change penal fixture sizes	\$1,988.00
Pay app 8	Const Metal Products - upgrade primer cost	\$728.00
Pay app 8	Const Metal Products - tube steel at fascia for closure	\$4,150.00
Pay app 8	Schmidt - conduit across drive for future - partial billing	\$2,799.00
Pay app 8	Dumpster costs over budget for August	\$1,076.00
Pay app 8	B&B mail box - does not include installation labor / material	\$1,394.00
Pay app 9	B&L - framing & drywall for mail boxes	\$880.00
Pay app 9	MCS - Additional pedestals & card readers per ASI 14 - partial billing	\$2,520.00
Pay app 9	Schmidt Elec. - Add floor boxes @ 1521 & 1607 - partial billing	\$1,858.00
Pay app 9	Schmidt Elec - Change corridor lights per ASI 7	\$929.00
Pay app 9	Schmidt Elec. - Data outlet changes per RFI 25 - partial billing	\$836.00
Pay app 9	Dumpster costs over budget for September	\$3,556.00
Pay app 10	Window blinds over budget	\$360.00
Pay app 10	Interim Cleanup Labor above budget for October	\$3,486.00
Pay app 10	ISI - provide narrow vision panels or half glass @ 7 doors per submittal comments	\$2,926.00
Pay app 10	AirCraft - concrete blocks at RTU compressor compartments - excluded from bid	\$1,869.00
Pay app 10	AirCraft - 2 fire dampers at courtroom 1334 not shown on M sheets	\$783.00
Pay app 10	Schmidt Elec. - Add floor boxes @ 1521 & 1607 - final billing	\$177.00
Pay app 10	Schmidt Elec. - Data outlet changes per RFI 25 - final billing	\$836.00
Pay app 10	Schmidt Elec - Power for hand dryers not shown on E sheets	\$592.00
Pay app 10	Schmidt Elec - install cove and Palo lighting over mosaic	\$5,363.00
Pay app 10	Schmidt - conduit across drive for future - final billing	\$1,841.00

Pay app 10	Schmidt Elec - power & security per ASI 16	\$1,505.00
Pay app 10	D&W paint - paint gas pipe	\$1,334.00
Pay app 11	MCS - Additional pedestals & card readers per ASI 14 - final billing	\$2,521.00
Pay app 11	Schmidt Elec - upgrade detention fixtures per jail commission submittal comments	\$5,177.00
Pay app 11	Schmidt Elec - add quad plug in IT room per owner request	\$364.00
Pay app 11	Schmidt - EF6 larger breaker	\$650.00
Pay app 11	Air Craft - dampers for FM 200 system	\$2,080.00
Pay app 11	Const. Metal Products - perforated panel at entry - partial billing	\$17,039.00
Pay app 11	B&L - labor to install additional door hardware at courtrooms	\$1,580.00
Pay app 11	Dumpster costs over budget for November	\$593.00
Pay app 11	Interim Cleanup Labor above budget for November	\$2,128.00
Pay app 11	Tejano Const - Install 6" CMU at security office around bullet resistant window	\$920.00
Pay app 11	Tejano Const - Rake and recess mortar joints at walls behind canopy at east wall	\$1,672.00

**Total Contractor's Contingency Expenditures Billed**      **\$172,457.00**

# OWNERS CONTINGENCY EXPENDITURE REPORT

PROJECT: Caldwell County Judicial Center  
 1703 S. Colorado Street  
 CONTRACTOR Braun and Butler Construction, Inc.  
 715 Discovery Blvd., Suite 109, Cedar Park, Tx. 78613

APPLICATION NO: 11  
 PERIOD TO: 11/30/14  
 PROJECT NO: 011413  
 CONTRACT DATE: 01/17/14

	Original Contingency Amount	
		\$314,735.00
Revised Current Contingency Amount		\$348,027.00
Approved Contingency Charges		
2/18/14	Arias & Associates - geotechnical inspection services	\$13,425.00
3/14/14	Convergence Cabling - IT contract	\$92,870.00
3/14/14	American Pew & Bench - Courtroom benches	\$59,340.00
3/14/14	Schmidt Elec - Fire alarm panel relocation	\$3,075.00
4/14/14	Schmidt Elec - Rough-in for future, owner installed, track lighting in public gallery	\$2,451.00
4/14/14	Mascon Roofing - Roof replacement at detention area	\$28,037.00
4/14/14	Mascon Roofing - Roof repairs per roof consultants report	\$12,200.00
4/30/14	Terrazzo / Mosaic mural budget credit	(\$15,825.00)
4/25/14	Schmidt Elec - Add courtroom data & power outlets per ASI 11	\$8,415.00
4/25/14	Convergence Cabling - Add courtroom data drops per ASI 11	\$4,356.00
7/31/14	Site utility budget credit	(\$17,467.00)
8/11/14	Schmidt - Provide power & data for future monitor at public gallery	\$547.00
10/27/14	Add locking hardware to interior courtroom doors	\$9,850.00
11/10/14	AHH Logistics - move owners furniture	\$14,983.00
*****	Clarification note: The contingency amount above (314,735) does not match the scheduled value on line 19 (330,560) due to movement of funds (15,825) after the final mural design contract was bought out.	
7/31/14	Clarification note: The contingency amount above (314,735) does not match the scheduled value on line 19 (348,027) due to movement of budget credit (17,467) from site utilities.	
<b>Total Uncommitted Contingency Balance</b>		<b>\$98,478.00</b>

Listing of Contingency Charges Billed		
Pay app 3	Arias & Associates - Geotechnical mobilization and drilling - invoice 2014440	\$2,157.00
Pay app 3	Arias & Associates - Select fill testing - invoice 2014509	\$417.00
Pay app 5	American Pew & Bench - Courtroom benches - material draw	\$20,769.00
Pay app 5	Mascon Roofing - Roof replacement at detention area	\$28,037.00
Pay app 6	Arias & Associates - invoice 20141092	\$589.00
Pay app 6	Mascon Roofing - Roof repairs per roof consultants report - partial billing	\$8,052.00
Pay app 7	Arias & Associates - geotech investigation and concrete testing - invoice 2014136	\$2,278.00
Pay app 7	Schmidt Elec - Fire alarm panel relocation - partial billing	\$769.00
Pay app 7	Mascon Roofing - Roof repairs per roof consultants report - final billing	\$4,148.00
Pay app 7	Convergence Cabling - IT contract - Partial billing	\$80,858.00
Pay app 8	Schmidt Elec - Rough-in for future, owner installed, track lighting in public gallery	\$613.00
Pay app 8	Schmidt Elec - Add courtroom data & power outlets per ASI 11 - partial billing	\$846.00
Pay app 8	Schmidt - Provide power & data for future monitor at public gallery	\$547.00
Pay app 9	Arias & Associates - Steel welding inspection	\$619.00
Pay app 10	Arias & Associates - invoice 20142133	\$1,549.00
Pay app 10	Convergence Cabling - IT contract - final billing of base contract	\$12,012.00
Pay app 10	Convergence Cabling - Add courtroom data drops per ASI 11	\$4,356.00
Pay app 10	Schmidt Elec - Fire alarm panel relocation - final billing	\$2,306.00
Pay app 10	Schmidt Elec - Rough-in for future, owner installed, track lighting in public gallery	\$1,838.00
Pay app 10	Schmidt Elec - Add courtroom data & power outlets per ASI 11 - final billing	\$7,569.00
Pay app 11	American Pew & Bench - Courtroom benches - second draw	\$20,769.00
<b>Total Contractor's Contingency Expenditures Billed</b>		<b>\$201,098.00</b>

AFFIDAVIT AND PARTIAL LIEN WAIVER

To: 110 S. Main Street  
Lockhart, Texas 78644

Date: 11/30/14

Project Name: Caldwell County Judicial Center

Scope of Work: \_\_\_\_\_

1 Original Contract Sum	\$7,453,661.00
2 Net Change by Approved Change Order	\$282,956.00
3 Contract Sum to Date	\$7,736,617.00
4 Total Completed and Stored to Date	\$6,923,549.00
5 Less Retainage @ 5%	\$346,177.45
6 Total Amount Due to Date	\$6,577,371.55
7 Less Previous Payments	\$6,286,765.60
8 Amount Due this Application	\$290,605.95

The Contractor hereby certifies, by signature, to the following:

- 1 All obligations of Contractor incurred in connection with Work covered by prior Applications for Payment for which payments have been received by Contractor have been paid (except as specifically disclosed below): and
- 2 Title to all Work; materials and equipment incorporated in said Work or covered by this Application for Payment, including stored materials on or off site as approved by Owner, will pass to the Owner at time of payment, free and clear of all liens, security interests and encumbrances (except as specifically disclosed below): and
- 3 For any stored materials approved for payment, the Contractor has purchased and maintained insurance for the storage facility to protect against fire, theft, damages due to theft, vandalism, collapse, malicious mischief, flood, and earthquake, and the insurance shall provide for the full cost of replacement of the materials stored on behalf of the Owner. The insurance shall identify the Owner as the Loss Payee in the event of a loss claim for the replacement value of the stored material. A copy of insurance shall be furnished upon demand by the Owner: and
- 4 All Work covered by this Application for Payment has been completed in accordance with the Contract Documents.

All laborers, subcontractors, materialmen, and all other persons or parties who have provide labor or materials through, for, or on behalf of Contractor to the above-noted construction project through the date covered by the last Application for Payment have been paid in full and Contractor is not aware of any claim for payment or lien by such person or party for Work performed through the date covered by the last Application for Payment except as follows:

Contractor hereby represents and warrants that it will use the funds to be paid herein for payment of all current or past due obligations arising from the Work performed on this project through the date of this Application for Payment before Contractor uses any such funds for any other purpose.

Contractor hereby acknowledges payment for all Work furnished by or through Contract on the above-noted project through the date above, except for applicable retainage described above, and hereby releases Owner with regard to payment for such Work and waives all claims for any lien which might arise as a result of Work performed on the project through the date above. Contractor indemnifies and holds Owner harmless from any liens, debts, or obligations that arise as a result of labor or materials provided by or through Contractor to the project through the date set out above, except for applicable retainage described above.

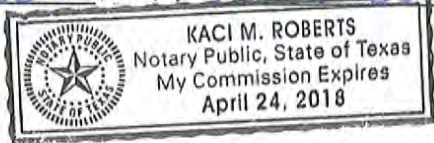
Contractor: Braun and Butler Construction, Inc.

Signature: *Mack Ellis*

Printed Name: Mack Ellis

Title: Project Manager

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me the undersigned notary on this 1st day of Dec., 2014, by Mack Ellis, of Braun and Butler Construction, Inc.



*Kaci M Roberts*  
Notary for the State of Texas



E.

**INVOICE # 10**  
**December 2, 2014**  
**Aulick and Associates, LLC**  
**700 S. Creekwood Drive**  
**Driftwood, Texas 78619**

Bill to: Judge Tom Bonn  
Commissioner Alfredo Munoz  
Caldwell County  
Address: 110 S. Main St., Room 201  
Lockhart, Texas 78644

Dear Judge Bonn and Commissioner Munoz:

Attached is a time sheet including a tabulation of hours and a description of work completed for the period of **November 1-30, 2014** under the FY 2014 contract between Caldwell County and Aulick and Associates approved by the Caldwell County Commissioners Court on February 24, 2014. This work was done on the approved Scope of Work tasks shown below:

**1.0 Basic Services:**

1. Coordinate with TxDOT and CAMPO in order to implement Caldwell County projects funded by STP MM, SH 130 Concession Funds and other funds.
2. Assist in the procurement and management of engineering consultants to design transportation projects in Caldwell County.
3. Pursue additional funding for other transportation projects through CAMPO and TxDOT
4. Assist Caldwell County in preparing and providing required information to CAMPO for the CAMPO 2040 Plan, including revenue forecasts, regionally significant roadways and desired roadway projects in Caldwell County.
5. Assist Caldwell County in submitting projects for addition to the CAMPO 2015-2018 Transportation Improvement Program as necessary.
6. Serve as Caldwell County's representative on the CAMPO Technical Advisory Committee.
7. Review CAMPO and TxDOT analysis of and proposals for roadways affecting Caldwell County.
8. Provide technical analysis on programs and ordinances to improve the transportation system in Caldwell County.
9. Meet with Caldwell County Judge and Commissioners and staff to provide information and advice on CAMPO, TxDOT and other transportation matters as required.

**Hours worked in November on basic service tasks = 40.0 hours**

**Hours billed = 40 hours @ \$125/hour rate = \$5,000.00 due**

**Total billed to date under FY 2014 contract = \$44,125.00**

Thank you for the opportunity to be of service to Caldwell County.

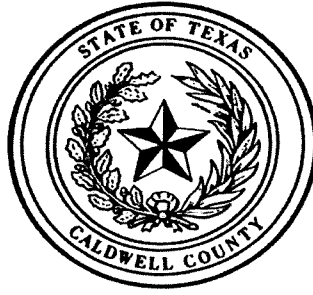
Sincerely,

**ORIGINAL SIGNED**

Michael R. Aulick  
Aulick and Associates, LLC



F.



**2015 Caldwell County Resolution  
Resolution No. 21-2014  
Indigent Defense Grant Program**

**WHEREAS**, under the provisions of the Fair Defense Act, 77<sup>th</sup> Regular Session, counties are eligible to receive grants from the Texas Indigent Defense Commission to provide improvements in indigent defense services in the county; and

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

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

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

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

Adopted this 8<sup>th</sup> day of December, 2014.

\_\_\_\_\_  
Tom D. Bonn, County Judge

**ATTEST:**

\_\_\_\_\_  
Carol Holcomb, County Clerk

**Internet Submission Form**

After submitting the formula grant application on-line, the following Internet submission confirmation number was received # \_\_\_\_\_. This grant application submission was in accordance with the Commissioners Court Resolution above.

\_\_\_\_\_  
Tom D. Bonn, County Judge



**G.**



RESOLUTION AUTHORIZING APPLICATION  
No. 22-2014

Hog Out County Grants Program

A RESOLUTION OF THE (*County of*) **Caldwell**, TEXAS (the “Applicant”), DESIGNATING (an) OFFICIAL(S) AS BEING RESPONSIBLE FOR THE APPLICATION TO THE TEXAS DEPARTMENT OF AGRICULTURE (“TDA”), FOR THE PURPOSE OF PARTICIPATING IN TDA’S HOG OUT COUNTY GRANTS PROGRAM (the “Program”) AND CERTIFYING THAT THE APPLICANT IS ELIGIBLE TO RECEIVE PROGRAM ASSISTANCE.

**WHEREAS**, the Applicant is a Texas county and is fully eligible to receive assistance under the Program; and

**WHEREAS**, the Applicant acknowledges the Hog Out County Grants Program is designed to encourage counties across the state to make a concentrated and coordinated effort during the three month period of September 1, 2014 thru November 30, 2014 to reduce the feral hog population in Texas; and

**WHEREAS**, the Applicant acknowledges that if the county is awarded funds, such funds must be used for the sole purpose of continuing feral hog abatement activities within the county; and

**WHEREAS**, the Applicant wishes to authorize an official to represent the Applicant in dealing with TDA concerning the Program;

**BE IT RESOLVED BY THE APPLICANT:**

**SECTION 1:** That the Applicant hereby certifies that it is eligible to receive assistance under the Program.

**SECTION 2:** The Applicant hereby authorizes and directs (*applicant’s agent*) **Tom D. Bonn, County Judge** to act for the applicant in dealing with TDA for the purpose of the Program, and (*applicant’s agent*) **Tom D. Bonn, County Judge** is officially designated as the representative of the Applicant in this regard.

**SECTION 3:** The Applicant hereby specifically authorizes the above-named official to do all acts necessary to apply for and receive assistance from the Program related to feral hog abatement activities that will take place in (*county*) **Caldwell Texas** during the period September 1, 2014 thru November 30, 2014 and thereafter (*applicant’s agent*) **Commissioner Alfredo R. Muñoz** is authorized to execute on behalf of the Applicant any licenses or other documents required by TDA for Applicant’s participation in the Program.

Introduced, read and passed by the affirmative vote of the Applicant on this 8<sup>th</sup> day of December, 2014.

\_\_\_\_\_  
**Tom D. Bonn, County Judge**

\_\_\_\_\_  
**Alfredo R. Muñoz, Commissioner Prct. 1**

Attest:

\_\_\_\_\_  
**Carol Holcomb, County Clerk**

H.

1.

December 3, 2014

County Judge Tom Bonn

Caldwell County Commissioners

Dear Sirs:

In 1998, Gerry Ohlendorf had a vision of decorating the historic and newly renovated Caldwell County Courthouse for the Christmas season. She enlisted the support of JoAnne Germer and many other volunteers to help make this vision a reality. Every year since that time, the ladies and gentlemen who make up the Caldwell County Courthouse Decorating Committee have worked to make our courthouse look lovely and stately during the holidays to the delight of local citizens and visitors.

The Committee would like to upgrade the decorations for next year, purchasing commercial grade garland and wreaths to replace the somewhat timeworn decorations currently in use. To accomplish this goal, we are asking the Commissioners, along with other local businesses, to contribute funds toward the purchase of new decorations. We would like to ask for \$1,000 from Caldwell County as a start-up fund to begin purchasing decorations after Christmas when prices are best. We will also purchase containers to protect the decorations as they are stored during the year.

Thank you for your consideration of this request.

Sincerely,



Margaret Riddle, Chairperson

Caldwell County Courthouse Decorating Committee

512-376-9058

504 S. Main St.

Lockhart, TX 78644

[mriddle2@austin.rr.com](mailto:mriddle2@austin.rr.com)



**J.**

**K.**

- ~~C. Seller agrees to indemnify and hold Broker and Broker's associates harmless from any damages, costs, attorney's fees, and expenses:~~
  - ~~(1) that arise from Seller's failure to disclose any material information about the Property;~~
  - ~~(2) that are caused by Seller giving incorrect information to Broker, other brokers, or prospects;~~
  - ~~(3) that arise from any claim for misuse of intellectual property in any materials or information that Seller provided to Broker related to the Property or this agreement; or~~
  - ~~(4) that are otherwise caused by Seller or Seller's negligence.~~

**15. SPECIAL PROVISIONS:**

**16. DEFAULT:** If Seller breaches this Listing, Seller is in default and will be liable to Broker for the amount of Broker's fee specified in Paragraph 5A and any other fees Broker is entitled to receive under this Listing. If a sales price is not determinable in the event of any exchange or breach of this Listing, the Listing Price will be the sales price for the purpose of calculating Broker's fee. If Broker breaches this Listing, Broker is in default and Seller may exercise any remedy at law.

**17. MEDIATION:** The parties agree to negotiate in good faith in an effort to resolve any dispute that may arise between the parties. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation. The parties to the dispute will choose a mutually acceptable mediator and will share the costs of mediation equally.

**18. ATTORNEY'S FEES:** If Seller or Broker is a prevailing party in any legal proceeding brought as a result of a dispute under this Listing or any transaction related to or contemplated by this Listing, such party may recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

**19. ADDENDA:** Addenda or information that are part of this Listing are:

- A. Information About Brokerage Services (TAR-2501)
- B. Property Description Exhibit identified in Paragraph 2
- C. Condominium Addendum to Listing (TAR-1401)
- D. Commercial Property Condition Statement (TAR-1408)
- E. Information About On-Site Sewer Facility(TAR-1407)
- F. Information about Special Flood Hazard Areas (TAR-1414)
- G. \_\_\_\_\_

**20. AGREEMENT OF THE PARTIES:**

- A. Entire Agreement: This Listing is the entire agreement of the parties and may not be changed except by written agreement.
- B. Assignability: Neither party may assign this Listing without the written consent of the other party.
- C. Binding Effect: Seller's obligations to pay Broker an earned fee is binding upon Seller and Seller's heirs, administrators, executors, successors, and permitted assigns.
- D. Joint and Several: All Sellers executing this Listing are jointly and severally liable for the performance of all its terms.
- E. Governing Law: Texas law governs the interpretation, validity, performance, and enforcement of this Listing. *Exclusive venue and jurisdiction for any legal action under the listing will lie in the district courts of Caldwell County, Texas.*



- ~~C. Seller agrees to indemnify and hold Broker and Broker's associates harmless from any damages, costs, attorney's fees, and expenses:~~
- ~~(1) that arise from Seller's failure to disclose any material information about the Property;~~
  - ~~(2) that are caused by Seller giving incorrect information to Broker, other brokers, or prospects;~~
  - ~~(3) that arise from any claim for misuse of intellectual property in any materials or information that Seller provided to Broker related to the Property or this agreement; or~~
  - ~~(4) that are otherwise caused by Seller or Seller's negligence.~~

**15. SPECIAL PROVISIONS:**

- 16. DEFAULT:** If Seller breaches this Listing, Seller is in default and will be liable to Broker for the amount of Broker's fee specified in Paragraph 5A and any other fees Broker is entitled to receive under this Listing. If a sales price is not determinable in the event of any exchange or breach of this Listing, the Listing Price will be the sales price for the purpose of calculating Broker's fee. If Broker breaches this Listing, Broker is in default and Seller may exercise any remedy at law.
- 17. MEDIATION:** The parties agree to negotiate in good faith in an effort to resolve any dispute that may arise between the parties. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation. The parties to the dispute will choose a mutually acceptable mediator and will share the costs of mediation equally.
- 18. ATTORNEY'S FEES:** If Seller or Broker is a prevailing party in any legal proceeding brought as a result of a dispute under this Listing or any transaction related to or contemplated by this Listing, such party may recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.
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  - F. Information about Special Flood Hazard Areas (TAR-1414)
  - G. \_\_\_\_\_

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- C. Binding Effect: Seller's obligations to pay Broker an earned fee is binding upon Seller and Seller's heirs, administrators, executors, successors, and permitted assigns.
- D. Joint and Several: All Sellers executing this Listing are jointly and severally liable for the performance of all its terms.
- E. Governing Law: Texas law governs the interpretation, validity, performance, and enforcement of this Listing. *Exclusive venue and jurisdiction for any legal action under the listing will be in the district courts of Caldwell County, Texas.*

L.



**CARL R. OHLENDORF INSURANCE**

115 SOUTH MAIN STREET  
LOCKHART, TX 78644  
Phone : 512-398-2318

Caldwell County  
P. O. Box 98  
Lockhart, TX 78644

<b>INVOICE # 14313</b>		Page 1
ACCOUNT NO. CALDW01	OP KH	DATE 11/24/14
BOND Dec Page		
POLICY # 13745633		
COMPANY Western Surety		
PRODUCER Adair H. Rucker		
EFFECTIVE 01/01/15	EXPIRATION 12/31/18	

Itn #	Eff Date	Trn	Description	Amount
128790	01/01/15	REN	Joe Roland, Commissioner bond	\$ 177.50
			Invoice Balance:	\$ 177.50

Please refer to bond/policy number when making payment

Texas



# Western Surety Company

## OFFICIAL BOND AND OATH

THE STATE OF TEXAS }  
County of Caldwell } ss

KNOW ALL PERSONS BY THESE PRESENTS: BOND No. 13745633

That we, Joe Roland, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety,

are held and bound unto Caldwell County Treasurer, his successors in office,

in the sum of Three Thousand and 00/100 DOLLARS (\$3,000.00), for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 16th day of September, 2014.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, duly elected \_\_\_\_\_ to the office of County Commissioner in and for Caldwell County, State of Texas, for a term of four years commencing on the 1st day of January, 2015.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall <sup>4</sup> faithfully perform the commissioner's official duties and reimburse the county for all county funds illegally paid to him and will not vote or consent to make a payment of county funds except for a lawful purpose.

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

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

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



Principal  
WESTERN SURETY COMPANY  
By Paul T. Brulat  
Paul T. Brulat, Senior Vice President

### ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS }  
County of \_\_\_\_\_ } ss

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

Given under my hand and seal of office at \_\_\_\_\_, Texas, this \_\_\_\_\_ day of \_\_\_\_\_.

SEAL

\_\_\_\_\_ County, Texas

OATH OF OFFICE  
(COUNTY COMMISSIONERS and COUNTY JUDGE)

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

Signed \_\_\_\_\_

Sworn to and subscribed before me at \_\_\_\_\_, Texas, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

SEAL \_\_\_\_\_ County, Texas

OATH OF OFFICE  
(General)

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

Signed \_\_\_\_\_

Sworn to and subscribed before me at \_\_\_\_\_, Texas, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

SEAL \_\_\_\_\_ County, Texas

THE STATE OF TEXAS }  
County of \_\_\_\_\_ } ss

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

ATTEST: \_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_ Clerk \_\_\_\_\_ County Judge,  
County Court \_\_\_\_\_ County \_\_\_\_\_ County, Texas

THE STATE OF TEXAS }  
County of \_\_\_\_\_ } ss

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

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

\_\_\_\_\_ Clerk  
By \_\_\_\_\_ Deputy County Court \_\_\_\_\_ County

## OFFICIAL BOND REQUIREMENTS

OFFICIAL	2. AMOUNT	1. TO WHOM PAYABLE	APPROVED BY	Sec. of Statutes	4. CONDITIONS
District Attorney	\$5,000.	Governor	District Judge	Gov't Code 43.002	"in the manner prescribed by law, faithfully pay over all money that he collects or that comes into his hands for the state or a county."
County Attorney	\$2,500.	Governor	Commissioners Court	Gov't Code 45.001	"faithfully pay over in the manner prescribed by law all money that he collects or receives for any county or the state."
County Judge	\$1,000.- 10,000.	County Treasurer	Commissioners Court	Gov't Code 26.001	"pay all money that comes into his hands as county judge to the person or officer entitled to it; pay to the county all money illegally paid to him out of county funds; and not vote or consent to pay out county funds for other than lawful purposes."
County Clerk	At least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is given — \$5,000 minimum, \$500,000 maximum	County	Commissioners Court	Local Gov't Code 82.001	"faithfully perform the duties of office."
Deputy County Clerk	At least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is given — \$5,000 minimum, \$500,000 maximum	County for the use and benefit of the County Clerk	Commissioners Court	Local Gov't Code 82.002	"faithfully perform the duties of office."
County Auditor	\$5,000 minimum	District Judge(s)	District Judge(s)	Local Gov't Code 84.007	"faithfully perform the duties of county auditor."
County Treasurer	Established by the commissioners court not to exceed one-half of one percent of the largest amount budgeted for general county maintenance and operations for any fiscal year of the county beginning during the term of office preceding the term for which the bond is to be given — \$5,000 minimum, \$500,000 inimum	County Judge	Commissioners Court	Local Gov't Code 83.002	"faithfully execute the duties of office."
District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given — \$5,000 minimum, \$100,000 maximum	Governor	Commissioners Court	Gov't Code 51.302	"faithfully perform the duties of the office."
Deputy District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given — \$5,000 minimum, \$100,000 maximum	Governor for the use and benefit of the District Clerk	Commissioners Court	Gov't Code 51.309	"faithfully perform the duties of the office."
County School Superintendent	\$1,000.	County governing board unless a county-wide independent school district has been created, in which event the bond is payable to and approved by the County Commissioners Court		Educ. Code 17.49	"faithfully perform his duties."
County Surveyor	Fixed by the Commissioners Court — \$500 minimum, \$10,000 maximum	Not Specified		Nat. Res. Code 23.013	"faithfully perform the duties of the office."
Deputy County Surveyor	Not less than \$500 nor more than \$10,000 (Fixed by the County Surveyor)	County Surveyor		Nat. Res. Code 23.014	"faithfully perform the duties of the office."
Sheriff	Set by the Commissioners Court \$5,000 minimum, \$30,000 maximum	Governor	Commissioners Court	Local Gov't Code 85.001	"faithfully perform the duties of office established by law; account for and pay to the person authorized by law to receive them the fines, forfeitures, and penalties the sheriff collects for the use of the state or a county; execute and return when due the process and precepts lawfully directed to the sheriff, and pay to the person to whom they are due or to the person's attorney the funds collected by virtue of the process or precept; and pay to the county any funds illegally paid, voluntarily or otherwise, to the sheriff from county funds."
County Assessor-Collector (State Bond)	Equal to 5% of the net state collections from motor vehicle sales and use taxes and motor vehicle registration fees in the county during the year ending August 31 preceding the date the bond is given — \$2,500 minimum, \$100,000 maximum	The Governor and the Governor's successors in office	Commissioners Court and the State Comptroller of Public Accounts	Tax Code 6.28	"faithful performance of the person's duties as assessor-collector."
County Assessor-Collector (County Bond)	Equal to 10% of the total amount of county taxes imposed in the preceding tax year, \$100,000 maximum	Commissioners Court	Commissioners Court	Tax Code 6.28	"faithful performance of the person's duties as assessor-collector."
County Commissioner	\$3,000.	County Treasurer	County Judge	Local Gov't Code 81.002	"faithfully perform the commissioner's official duties and reimburse the county for all county funds illegally paid to him and will not vote or consent to make a payment of county funds except for a lawful purpose."
Justice of the Peace	\$5,000 maximum	County Judge	Not Specified	Gov't Code 27.001	"faithfully and impartially discharge the duties required by law and promptly pay to the entitled party all money that comes into his hands during the term of office."
Constable	Set by the Commissioners Court \$500 minimum — \$1,500 maximum	The Governor and the Governor's successors in office	Commissioners Court	Local Gov't Code 86.002	"faithfully perform the duties imposed by law."
County Public Weigher and Deputies	\$2,500	County Judge	Department of Agriculture	Agric. Code 13.256	"accurately weigh or measure commodities reflected on certificates issued by him, protect the commodities that he is registered to weigh or measure, and comply with all laws and rules governing public weighers."
State Public Weigher	\$10,000	State of Texas	Department of Agriculture	Agric. Code 13.256	"accurately weigh or measure commodities reflected on certificates issued by him, protect the commodities that he is registered to weigh or measure, and comply with all laws and rules governing public weighers."

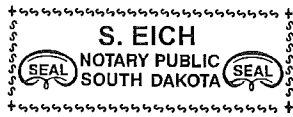
3. If precinct insert the number.  
4. Conditions.

ACKNOWLEDGMENT OF SURETY  
(Corporate Officer)

STATE OF SOUTH DAKOTA }  
County of Minnehaha } ss

Before me, a Notary Public, in and for said County and State on this \_\_\_\_\_ 16th \_\_\_\_\_ day of  
September \_\_\_\_\_, 2014 \_\_\_\_\_, personally appeared Paul T. Bruflat

to me known to be the identical person who subscribed the name of WESTERN SURETY COMPANY,  
Surety, to the foregoing instrument as the aforesaid officer and acknowledged to me that he executed the  
same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation  
for the uses and purposes therein set forth.



S. Eich  
Notary Public

My Commission Expires February 12, 2015


 <b>Western Surety Company</b>	<b>OFFICIAL BOND AND OATH</b>	On Behalf of _____	Principal _____	Official Title _____	_____, Texas _____	Filed the _____ day of _____, _____	at _____ o'clock _____ M.	_____ Clerk _____	County Court _____ County, Texas
	_____								



Figure: 28 TAC §1.601(a)(3)

### 1 IMPORTANT NOTICE

To obtain information or make a complaint:

2 You may contact Western Surety Company, Surety Bonding Company of America or Universal Surety of America at 605-336-0850.

3 You may call Western Surety Company's, Surety Bonding Company of America's or Universal Surety of America's toll-free telephone number for information or to make a complaint at:

**1-800-331-6053**

4 You may also write to Western Surety Company, Surety Bonding Company of America or Universal Surety of America at:

P.O. Box 5077  
Sioux Falls, SD 57117-5077

5 You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

**1-800-252-3439**

6 You may write the Texas Department of Insurance:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-Mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

### 7 PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact Western Surety Company, Surety Bonding Company of America or Universal Surety of America first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

### 8 ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

### AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con Western Surety Company, Surety Bonding Company of America o Universal Surety of America al 605-336-0850.

Usted puede llamar al numero de telefono gratis de Western Surety Company's, Surety Bonding Company of America's o Universal Surety of America's para informacion o para someter una queja al:

**1-800-331-6053**

Usted tambien puede escribir a Western Surety Company, Surety Bonding Company of America o Universal Surety of America:

P.O. Box 5077  
Sioux Falls, SD 57117-5077

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

**1-800-252-3439**

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-Mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

### DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Western Surety Company, Surety Bonding Company of America o Universal Surety of America primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

**UNA ESTE AVISO A SU POLIZA:** Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

**CARL R. OHLENDORF INSURANCE**

115 SOUTH MAIN STREET  
LOCKHART, TX 78644  
Phone : 512-398-2318

Caldwell County  
P. O. Box 98  
Lockhart, TX 78644

<b>INVOICE # 14325</b>		Page 1
ACCOUNT NO. CALDW01	OP KH	DATE 11/24/14
<b>BOND Dec Page</b>		
POLICY # 24864251		
COMPANY Western Surety		
PRODUCER Adair H. Rucker		
EFFECTIVE 01/01/15	EXPIRATION 01/01/19	

Itm #	Eff Date	Trn	Description	Amount
128803	01/01/15	REN	Carol Holcomb - Cty Clerk	\$ 1,242.50
Invoice Balance:				\$ 1,242.50

Please refer to bond/policy number when making payment

Texas

# Western Surety Company

## OFFICIAL BOND AND OATH

THE STATE OF TEXAS }  
County of Caldwell } ss

KNOW ALL PERSONS BY THESE PRESENTS: BOND No. 24864251

That we, Carol Holcomb, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety,

are held and bound unto Caldwell County, his successors in office,

in the sum of One Hundred Thousand and 00/100 DOLLARS (\$100,000.00), for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 8th day of September, 2014.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, duly elected to the office of County Clerk in and for Caldwell County, State of Texas, for a term of four years commencing on the 1st day of January, 2015.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall <sup>4</sup> faithfully perform the duties of office.



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

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

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

Principal  
WESTERN SURETY COMPANY  
By Paul T. Bruffat  
Paul T. Bruffat, Senior Vice President

### ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS }  
County of \_\_\_\_\_ } ss

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

Given under my hand and seal of office at \_\_\_\_\_, Texas, this \_\_\_\_\_ day of \_\_\_\_\_.

SEAL

OATH OF OFFICE  
(COUNTY COMMISSIONERS and COUNTY JUDGE)

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

Signed \_\_\_\_\_

Sworn to and subscribed before me at \_\_\_\_\_, Texas, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

SEAL \_\_\_\_\_ County, Texas

OATH OF OFFICE  
(General)

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

Signed \_\_\_\_\_

Sworn to and subscribed before me at \_\_\_\_\_, Texas, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

SEAL \_\_\_\_\_ County, Texas

THE STATE OF TEXAS }  
County of \_\_\_\_\_ } ss

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

ATTEST: \_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_ Clerk \_\_\_\_\_ County Judge,  
County Court \_\_\_\_\_ County \_\_\_\_\_ County, Texas

THE STATE OF TEXAS }  
County of \_\_\_\_\_ } ss

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

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

\_\_\_\_\_ Clerk  
By \_\_\_\_\_ Deputy County Court \_\_\_\_\_ County

## OFFICIAL BOND REQUIREMENTS

OFFICIAL	2. AMOUNT	1. TO WHOM PAYABLE	APPROVED BY	Sec. of Statutes	4. CONDITIONS
District Attorney	\$5,000.	Governor	District Judge	Gov't Code 43.002	"in the manner prescribed by law, faithfully pay over all money that he collects or that comes into his hands for the state or a county."
County Attorney	\$2,500.	Governor	Commissioners Court	Gov't Code 45.001	"faithfully pay over in the manner prescribed by law all money that he collects or receives for any county or the state."
County Judge	\$1,000.- 10,000.	County Treasurer	Commissioners Court	Gov't Code 26.001	"pay all money that comes into his hands as county judge to the person or officer entitled to it; pay to the county all money illegally paid to him out of county funds; and not vote or consent to pay out county funds for other than lawful purposes."
County Clerk	At least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is given — \$5,000 minimum, \$500,000 maximum	County	Commissioners Court	Local Gov't Code 82.001	"faithfully perform the duties of office."
Deputy County Clerk	At least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is given — \$5,000 minimum, \$500,000 maximum	County for the use and benefit of the County Clerk	Commissioners Court	Local Gov't Code 82.002	"faithfully perform the duties of office."
County Auditor	\$5,000 minimum	District Judge(s)	District Judge(s)	Local Gov't Code 84.007	"faithfully perform the duties of county auditor."
County Treasurer	Established by the commissioners court not to exceed one-half of one percent of the largest amount budgeted for general county maintenance and operations for any fiscal year of the county beginning during the term of office preceding the term for which the bond is to be given — \$5,000 minimum, \$500,000 maximum	County Judge	Commissioners Court	Local Gov't Code 83.002	"faithfully execute the duties of office."
District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given — \$5,000 minimum, \$100,000 maximum	Governor	Commissioners Court	Gov't Code 51.302	"faithfully perform the duties of the office."
Deputy District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given — \$5,000 minimum, \$100,000 maximum	Governor for the use and benefit of the District Clerk	Commissioners Court	Gov't Code 51.309	"faithfully perform the duties of the office."
County School Superintendent	\$1,000.	County governing board unless a county-wide independent school district has been created, in which event the bond is payable to and approved by the County Commissioners Court		Educ. Code 17.49	"faithfully perform his duties."
County Surveyor	Fixed by the Commissioners Court — \$500 minimum, \$10,000 maximum	Not Specified		Nat. Res. Code 23.013	"faithfully perform the duties of the office."
Deputy County Surveyor	Not less than \$500 nor more than \$10,000 (Fixed by the County Surveyor)	County Surveyor		Nat. Res. Code 23.014	"faithfully perform the duties of the office."
Sheriff	Set by the Commissioners Court \$5,000 minimum \$30,000 maximum	Governor	Commissioners Court	Local Gov't Code 85.001	"faithfully perform the duties of office established by law; account for and pay to the person authorized by law to receive them the fines, forfeitures, and penalties the sheriff collects for the use of the state or a county; execute and return when due the process and precepts lawfully directed to the sheriff, and pay to the person to whom they are due or to the person's attorney the funds collected by virtue of the process or precept; and pay to the county any funds illegally paid, voluntarily or otherwise, to the sheriff from county funds."
County Assessor-Collector (State Bond)	Equal to 5% of the net state collections from motor vehicle sales and use taxes and motor vehicle registration fees in the county during the year ending August 31 preceding the date the bond is given — \$2,500 minimum, \$100,000 maximum	The Governor and the Governor's successors in office	Commissioners Court and the State Comptroller of Public Accounts	Tax Code 6.28	"faithful performance of the person's duties as assessor-collector."
County Assessor-Collector (County Bond)	Equal to 10% of the total amount of county taxes imposed in the preceding tax year, \$100,000 maximum	Commissioners Court	Commissioners Court	Tax Code 6.28	"faithful performance of the person's duties as assessor-collector."
County Commissioner	\$3,000.	County Treasurer	County Judge	Local Gov't Code 81.002	"faithfully perform the commissioner's official duties and reimburse the county for all county funds illegally paid to him and will not vote or consent to make a payment of county funds except for a lawful purpose."
Justice of the Peace	\$5,000 maximum	County Judge	Not Specified	Gov't Code 27.001	"faithfully and impartially discharge the duties required by law and promptly pay to the entitled party all money that comes into his hands during the term of office."
Constable	Set by the Commissioners Court \$500 minimum — \$1,500 maximum	The Governor and the Governor's successors in office	Commissioners Court	Local Gov't Code 86.002	"faithfully perform the duties imposed by law."
County Public Weigher and Deputies	\$2,500	County Judge	Department of Agriculture	Agric. Code 13.256	"accurately weigh or measure commodities reflected on certificates issued by him, protect the commodities that he is registered to weigh or measure, and comply with all laws and rules governing public weighers."
State Public Weigher	\$10,000	State of Texas	Department of Agriculture	Agric. Code 13.256	"accurately weigh or measure commodities reflected on certificates issued by him, protect the commodities that he is registered to weigh or measure, and comply with all laws and rules governing public weighers."

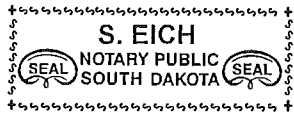
3. If precinct insert the number.  
4. Conditions.



ACKNOWLEDGMENT OF SURETY  
(Corporate Officer)


STATE OF SOUTH DAKOTA }  
County of Minnehaha } ss

Before me, a Notary Public, in and for said County and State on this \_\_\_\_\_ 8th \_\_\_\_\_ day of  
September \_\_\_\_\_, 2014, personally appeared Paul T. Bruflat  
to me known to be the identical person who subscribed the name of WESTERN SURETY COMPANY,  
Surety, to the foregoing instrument as the aforesaid officer and acknowledged to me that he executed the  
same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation  
for the uses and purposes therein set forth.



S. Eich  
Notary Public

My Commission Expires February 12, 2015

 <b>Western Surety Company</b>	<b>OFFICIAL BOND AND OATH</b>		Principal	Official Title	Filed the _____ day of _____	at _____ o'clock _____ M.	County Court _____ County, Texas
	On Behalf of _____		_____	_____, Texas	_____	_____	_____ Clerk _____

**CARL R. OHLENDORF INSURANCE**

115 SOUTH MAIN STREET  
LOCKHART, TX 78644  
Phone : 512-398-2318

Caldwell County  
P. O. Box 98  
Lockhart, TX 78644

<b>INVOICE #</b> 14324		Page 1
ACCOUNT NO. CALDW01	OP KH	DATE 11/24/14
<b>BOND Dec Page</b>		
POLICY # 14920444		
COMPANY Western Surety		
PRODUCER Adair H. Rucker		
EFFECTIVE 01/01/15	EXPIRATION 12/31/18	

Itn #	Eff Date	Trn	Description	Amount
128802	01/01/15	REN	Tina Morgan Freeman - Dist. Cl	\$ 1,242.50
			Invoice Balance:	\$ 1,242.50

Please refer to bond/policy number when making payment

Texas



# Western Surety Company

## OFFICIAL BOND AND OATH

THE STATE OF TEXAS }  
County of Caldwell } ss

KNOW ALL PERSONS BY THESE PRESENTS: BOND No. 14920444

That we, Tina Morgan Freeman, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto <sup>1</sup>the Governor of Texas, his successors in office,

in the sum of <sup>2</sup>One Hundred Thousand and 00/100 DOLLARS (\$100,000.00), for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 16th day of September, 2014.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, duly elected to the office of District Clerk in and for <sup>3</sup>Caldwell County, State of Texas, for a term of four years commencing on the 1st day of January, 2015.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall <sup>4</sup> faithfully perform the duties of office.



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

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

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

Principal  
WESTERN SURETY COMPANY  
By Paul T. Bruffat  
Paul T. Bruffat, Senior Vice President

### ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS }  
County of \_\_\_\_\_ } ss

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

Given under my hand and seal of office at \_\_\_\_\_, Texas, this \_\_\_\_\_ day of \_\_\_\_\_.

SEAL

OATH OF OFFICE  
(COUNTY COMMISSIONERS and COUNTY JUDGE)

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

Signed \_\_\_\_\_

Sworn to and subscribed before me at \_\_\_\_\_, Texas, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

SEAL \_\_\_\_\_ County, Texas

OATH OF OFFICE  
(General)

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

Signed \_\_\_\_\_

Sworn to and subscribed before me at \_\_\_\_\_, Texas, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

SEAL \_\_\_\_\_ County, Texas

THE STATE OF TEXAS }  
County of \_\_\_\_\_ } ss

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

ATTEST: \_\_\_\_\_ Date \_\_\_\_\_, \_\_\_\_\_  
\_\_\_\_\_ Clerk \_\_\_\_\_ County Judge,  
County Court \_\_\_\_\_ County \_\_\_\_\_ County, Texas

THE STATE OF TEXAS }  
County of \_\_\_\_\_ } ss

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

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

\_\_\_\_\_ Clerk  
By \_\_\_\_\_ Deputy \_\_\_\_\_ County Court \_\_\_\_\_ County

## OFFICIAL BOND REQUIREMENTS

OFFICIAL	2. AMOUNT	1. TO WHOM PAYABLE	APPROVED BY	Sec. of Statutes	4. CONDITIONS
District Attorney	\$5,000.	Governor	District Judge	Gov't Code 43.002	"in the manner prescribed by law, faithfully pay over all money that he collects or that comes into his hands for the state or a county."
County Attorney	\$2,500.	Governor	Commissioners Court	Gov't Code 45.001	"faithfully pay over in the manner prescribed by law all money that he collects or receives for any county or the state."
County Judge	\$1,000.- 10,000.	County Treasurer	Commissioners Court	Gov't Code 26.001	"pay all money that comes into his hands as county judge to the person or officer entitled to it; pay to the county all money illegally paid to him out of county funds; and not vote or consent to pay out county funds for other than lawful purposes."
County Clerk	At least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is given — \$5,000 minimum, \$500,000 maximum	County	Commissioners Court	Local Gov't Code 82.001	"faithfully perform the duties of office."
Deputy County Clerk	At least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is given — \$5,000 minimum, \$500,000 maximum	County for the use and benefit of the County Clerk	Commissioners Court	Local Gov't Code 82.002	"faithfully perform the duties of office."
County Auditor	\$5,000 minimum	District Judge(s)	District Judge(s)	Local Gov't Code 84.007	"faithfully perform the duties of county auditor."
County Treasurer	Established by the commissioners court not to exceed one-half of one percent of the largest amount budgeted for general county maintenance and operations for any fiscal year of the county beginning during the term of office preceding the term for which the bond is to be given — \$5,000 minimum, \$500,000 maximum	County Judge	Commissioners Court	Local Gov't Code 83.002	"faithfully execute the duties of office."
District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given — \$5,000 minimum, \$100,000 maximum	Governor	Commissioners Court	Gov't Code 51.302	"faithfully perform the duties of the office."
Deputy District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given — \$5,000 minimum, \$100,000 maximum	Governor for the use and benefit of the District Clerk	Commissioners Court	Gov't Code 51.309	"faithfully perform the duties of the office."
County School Superintendent	\$1,000.	County governing board unless a county-wide independent school district has been created, in which event the bond is payable to and approved by the County Commissioners Court		Educ. Code 17.49	"faithfully perform his duties."
County Surveyor	Fixed by the Commissioners Court — \$500 minimum, \$10,000 maximum	Not Specified		Nat. Res. Code 23.013	"faithfully perform the duties of the office."
Deputy County Surveyor	Not less than \$500 nor more than \$10,000 (Fixed by the County Surveyor)	County Surveyor		Nat. Res. Code 23.014	"faithfully perform the duties of the office."
Sheriff	Set by the Commissioners Court \$5,000 minimum, \$30,000 maximum	Governor	Commissioners Court	Local Gov't Code 86.001	"faithfully perform the duties of office established by law; account for and pay to the person authorized by law to receive them the fines, forfeitures, and penalties the sheriff collects for the use of the state or a county; execute and return when due the process and precepts lawfully directed to the sheriff, and pay to the person to whom they are due or to the person's attorney the funds collected by virtue of the process or precept; and pay to the county any funds illegally paid, voluntarily or otherwise, to the sheriff from county funds."
County Assessor-Collector (State Bond)	Equal to 5% of the net state collections from motor vehicle sales and use taxes and motor vehicle registration fees in the county during the year ending August 31 preceding the date the bond is given — \$2,500 minimum, \$100,000 maximum	The Governor and the Governor's successors in office	Commissioners Court and the State Comptroller of Public Accounts	Tax Code 6.28	"faithful performance of the person's duties as assessor-collector."
County Assessor-Collector (County Bond)	Equal to 10% of the total amount of county taxes imposed in the preceding tax year, \$100,000 maximum	Commissioners Court	Commissioners Court	Tax Code 6.28	"faithful performance of the person's duties as assessor-collector."
County Commissioner	\$3,000.	County Treasurer	County Judge	Local Gov't Code 81.002	"faithfully perform the commissioner's official duties and reimburse the county for all county funds illegally paid to him and will not vote or consent to make a payment of county funds except for a lawful purpose."
Justice of the Peace	\$5,000 maximum	County Judge	Not Specified	Gov't Code 27.001	"faithfully and impartially discharge the duties required by law and promptly pay to the entitled party all money that comes into his hands during the term of office."
Constable	Set by the Commissioners Court \$500 minimum — \$1,500 maximum	The Governor and the Governor's successors in office	Commissioners Court	Local Gov't Code 86.002	"faithfully perform the duties imposed by law."
County Public Weigher and Deputies	\$2,500	County Judge	Department of Agriculture	Agrie. Code 13.256	"accurately weigh or measure commodities reflected on certificates issued by him, protect the commodities that he is registered to weigh or measure, and comply with all laws and rules governing public weighers."
State Public Weigher	\$10,000	State of Texas	Department of Agriculture	Agrie. Code 13.256	"accurately weigh or measure commodities reflected on certificates issued by him, protect the commodities that he is registered to weigh or measure, and comply with all laws and rules governing public weighers."

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

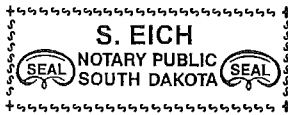


ACKNOWLEDGMENT OF SURETY  
(Corporate Officer)

STATE OF SOUTH DAKOTA }  
County of Minnehaha } ss


Before me, a Notary Public, in and for said County and State on this \_\_\_\_\_ 16th \_\_\_\_\_ day of

September \_\_\_\_\_, 2014, personally appeared Paul T. Bruflat  
to me known to be the identical person who subscribed the name of WESTERN SURETY COMPANY,  
Surety, to the foregoing instrument as the aforesaid officer and acknowledged to me that he executed the  
same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation  
for the uses and purposes therein set forth.



S. Eich  
Notary Public

My Commission Expires February 12, 2015

 <b>Western Surety Company</b>	<b>OFFICIAL BOND AND OATH</b>		Principal	Official Title	_____, Texas	Filed the _____ day of _____,	at _____ o'clock _____ M.	_____, Clerk	County Court _____ County, Texas
	On Behalf of		_____	_____	_____	_____	_____	_____	_____

**CARL R. OHLENDORF INSURANCE**

115 SOUTH MAIN STREET  
LOCKHART, TX 78644  
Phone : 512-398-2318

Caldwell County  
P. O. Box 98  
Lockhart, TX 78644

<b>INVOICE #</b> 14327		Page 1
ACCOUNT NO. CALDW01	OP KH	DATE 11/24/14
<b>BOND Dec Page</b>		
POLICY # 14938679		
COMPANY Western Surety		
PRODUCER Adair H. Rucker		
EFFECTIVE 01/01/15	EXPIRATION 01/01/16	

Itn #	Eff Date	Trn	Description	Amount
128805	01/01/15	REN	Dwight Jeffrey - Road Admin.	\$ 50.00
<b>Invoice Balance:</b>				<b>\$ 50.00</b>

Please refer to bond/policy number when making payment



# Western Surety Company

## CONTINUATION CERTIFICATE

Western Surety Company hereby continues in force Bond No. 14938679 briefly described as ROAD ADMINISTRATOR COUNTY OF CALDWELL,  
 \_\_\_\_\_,  
 for DWIGHT JEFFREY  
 \_\_\_\_\_, as Principal,  
 in the sum of \$ THREE THOUSAND AND NO/100 Dollars, for the term beginning January 01, 2015, and ending January 01, 2016, subject to all the covenants and conditions of the original bond referred to above.

This continuation is issued upon the express condition that the liability of Western Surety Company under said Bond and this and all continuations thereof shall not be cumulative and shall in no event exceed the total sum above written.

Dated this 05 day of September, 2014.

WESTERN SURETY COMPANY

By Paul T. Brufat  
 Paul T. Brufat, Vice President



**THIS "Continuation Certificate" MUST BE FILED WITH THE ABOVE BOND.**

# Western Surety Company

## POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

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

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

One ROAD ADMINISTRATOR COUNTY OF CALDWELL

bond with bond number 14938679

for DWIGHT JEFFREY

as Principal in the penalty amount not to exceed: \$3,000.00

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

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

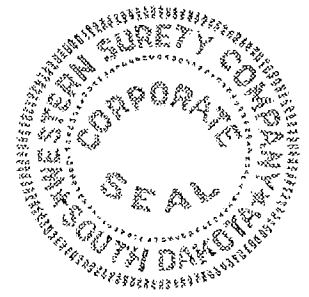
In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President Paul T. Brufflat with the corporate seal affixed this 05 day of September, 2014.

ATTEST

L. Nelson  
L. Nelson, Assistant Secretary

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

STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA } ss



On this 05 day of September, 2014, before me, a Notary Public, personally appeared Paul T. Brufflat and L. Nelson

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



My Commission Expires August 11, 2016

S. Petrik  
Notary Public



**CARL R. OHLENDORF INSURANCE**

115 SOUTH MAIN STREET  
LOCKHART, TX 78644  
Phone : 512-398-2318

Caldwell County  
P. O. Box 98  
Lockhart, TX 78644

<b>INVOICE # 14328</b>		Page 1
ACCOUNT NO. CALDW01	OP KH	DATE 11/24/14
<b>BOND Dec Page</b>		
POLICY # 24864225		
COMPANY Western Surety		
PRODUCER Adair H. Rucker		
EFFECTIVE 01/01/15	EXPIRATION 01/01/19	

Itn #	Eff Date	Trn	Description	Amount
128806	01/01/15	REN	Matt Kiely - JP	\$ 177.50
			Invoice Balance:	\$ 177.50

Please refer to bond/policy number when making payment



Texas



# Western Surety Company

OFFICIAL BOND AND OATH



THE STATE OF TEXAS }  
County of Caldwell } ss

KNOW ALL PERSONS BY THESE PRESENTS:

BOND No. 24864225

That we, Matt Kiely, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety,

are held and bound unto County Judge, his successors in office,

in the sum of One Thousand and 00/100 DOLLARS (\$1,000.00), for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 20th day of August, 2014.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, duly elected to the office of Justice of The Peace - in and for Caldwell Precinct 1 (Elected—Appointed) County, State of Texas, for a term of four years commencing on the 1st day of January, 2015.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall <sup>4</sup> faithfully and impartially discharge the duties required by law and promptly pay to the entitled party all money that comes into his hands during the term of office.

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

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

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

Principal  
WESTERN SURETY COMPANY  
By Paul T. Bruffat  
Paul T. Bruffat, Senior Vice President

### ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS }  
County of \_\_\_\_\_ } ss

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

Given under my hand and seal of office at \_\_\_\_\_, Texas, this \_\_\_\_\_ day of \_\_\_\_\_.

SEAL

\_\_\_\_\_ County, Texas



OATH OF OFFICE  
(COUNTY COMMISSIONERS and COUNTY JUDGE)

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

Signed \_\_\_\_\_

Sworn to and subscribed before me at \_\_\_\_\_, Texas, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

SEAL \_\_\_\_\_ County, Texas

OATH OF OFFICE  
(General)

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

Signed \_\_\_\_\_

Sworn to and subscribed before me at \_\_\_\_\_, Texas, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

SEAL \_\_\_\_\_ County, Texas

THE STATE OF TEXAS }  
County of \_\_\_\_\_ } ss

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

ATTEST: Date \_\_\_\_\_, \_\_\_\_\_  
\_\_\_\_\_  
Clerk \_\_\_\_\_ County Judge,  
County Court \_\_\_\_\_ County \_\_\_\_\_ County, Texas

THE STATE OF TEXAS }  
County of \_\_\_\_\_ } ss

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

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

\_\_\_\_\_  
Clerk  
By \_\_\_\_\_ Deputy County Court \_\_\_\_\_ County

## OFFICIAL BOND REQUIREMENTS

OFFICIAL	2. AMOUNT	1. TO WHOM PAYABLE	APPROVED BY	Sec. of Statutes	4. CONDITIONS
District Attorney	\$5,000.	Governor	District Judge	Gov't Code 43.002	"in the manner prescribed by law, faithfully pay over all money that he collects or that comes into his hands for the state or a county."
County Attorney	\$2,500.	Governor	Commissioners Court	Gov't Code 45.001	"faithfully pay over in the manner prescribed by law all money that he collects or receives for any county or the state."
County Judge	\$1,000.- 10,000.	County Treasurer	Commissioners Court	Gov't Code 26.001	"pay all money that comes into his hands as county judge to the person or officer entitled to it; pay to the county all money illegally paid to him out of county funds; and not vote or consent to pay out county funds for other than lawful purposes."
County Clerk	At least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is given -- \$5,000 minimum, \$500,000 maximum	County	Commissioners Court	Local Gov't Code 82.001	"faithfully perform the duties of office."
Deputy County Clerk	At least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is given -- \$5,000 minimum, \$500,000 maximum	County for the use and benefit of the County Clerk	Commissioners Court	Local Gov't Code 82.002	"faithfully perform the duties of office."
County Auditor	\$5,000 minimum	District Judge(s)	District Judge(s)	Local Gov't Code 84.007	"faithfully perform the duties of county auditor."
County Treasurer	Established by the commissioners court not to exceed one-half of one percent of the largest amount budgeted for general county maintenance and operations for any fiscal year of the county beginning during the term of office preceding the term for which the bond is to be given -- \$5,000 minimum, \$500,000 maximum	County Judge	Commissioners Court	Local Gov't Code 83.002	"faithfully execute the duties of office."
District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given -- \$5,000 minimum, \$100,000 maximum	Governor	Commissioners Court	Gov't Code 51.302	"faithfully perform the duties of the office."
Deputy District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given -- \$5,000 minimum, \$100,000 maximum	Governor for the use and benefit of the District Clerk	Commissioners Court	Gov't Code 51.309	"faithfully perform the duties of the office."
County School Superintendent	\$1,000.	County governing board unless a county-wide independent school district has been created, in which event the bond is payable to and approved by the County Commissioners Court		Educ. Code 17.49	"faithfully perform his duties."
County Surveyor	Fixed by the Commissioners Court -- \$500 minimum, \$10,000 maximum	Not Specified		Nat. Res. Code 23.013	"faithfully perform the duties of the office."
Deputy County Surveyor	Not less than \$500 nor more than \$10,000 (Fixed by the County Surveyor)	County Surveyor		Nat. Res. Code 23.014	"faithfully perform the duties of the office."
Sheriff	Set by the Commissioners Court \$5,000 minimum, \$30,000 maximum	Governor	Commissioners Court	Local Gov't Code 85.001	"faithfully perform the duties of office established by law; account for and pay to the person authorized by law to receive them the fines, forfeitures, and penalties the sheriff collects for the use of the state or a county; execute and return when due the process and precepts lawfully directed to the sheriff, and pay to the person to whom they are due or to the person's attorney the funds collected by virtue of the process or precept; and pay to the county any funds illegally paid, voluntarily or otherwise, to the sheriff from county funds."
County Assessor-Collector (State Bond)	Equal to 5% of the net state collections from motor vehicle sales and use taxes and motor vehicle registration fees in the county during the year ending August 31 preceding the date the bond is given -- \$2,500 minimum, \$100,000 maximum	The Governor and the Governor's successors in office	Commissioners Court and the State Comptroller of Public Accounts	Tax Code 6.25	"faithful performance of the person's duties as assessor-collector."
County Assessor-Collector (County Bond)	Equal to 10% of the total amount of county taxes imposed in the preceding tax year, \$100,000 maximum	Commissioners Court	Commissioners Court	Tax Code 6.25	"faithful performance of the person's duties as assessor-collector."
County Commissioner	\$3,000.	County Treasurer	County Judge	Local Gov't Code 81.002	"faithfully perform the commissioner's official duties and reimburse the county for all county funds illegally paid to him and will not vote or consent to make a payment of county funds except for a lawful purpose."
Justice of the Peace	\$5,000 maximum	County Judge	Not Specified	Gov't Code 27.001	"faithfully and impartially discharge the duties required by law and promptly pay to the entitled party all money that comes into his hands during the term of office."
Constable	Set by the Commissioners Court \$500 minimum -- \$1,500 maximum	The Governor and the Governor's successors in office	Commissioners Court	Local Gov't Code 86.002	"faithfully perform the duties imposed by law."
County Public Weigher and Deputies	\$2,500	County Judge	Department of Agriculture	Agric. Code 13.256	"accurately weigh or measure commodities reflected on certificates issued by him, protect the commodities that he is registered to weigh or measure, and comply with all laws and rules governing public weighers."
State Public Weigher	\$10,000	State of Texas	Department of Agriculture	Agric. Code 13.256	"accurately weigh or measure commodities reflected on certificates issued by him, protect the commodities that he is registered to weigh or measure, and comply with all laws and rules governing public weighers."

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

ACKNOWLEDGMENT OF SURETY  
(Corporate Officer)

STATE OF SOUTH DAKOTA }  
County of Minnehaha } ss


Before me, a Notary Public, in and for said County and State on this \_\_\_\_\_ 20th \_\_\_\_\_ day of

\_\_\_\_\_ August \_\_\_\_\_, 2014, personally appeared \_\_\_\_\_ Paul T. Bruflat \_\_\_\_\_  
to me known to be the identical person who subscribed the name of WESTERN SURETY COMPANY,  
Surety, to the foregoing instrument as the aforesaid officer and acknowledged to me that he executed the  
same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation  
for the uses and purposes therein set forth.



\_\_\_\_\_ *S. Eich* \_\_\_\_\_  
Notary Public

My Commission Expires February 12, 2015

 Western Surety Company	OFFICIAL BOND AND OATH	On Behalf of _____	Principal _____
		_____	Official Title _____, Texas _____
		Filed the _____ day of _____,	_____
		at _____ o'clock _____ M.	_____
		_____ Clerk	_____
		County Court _____ County,	_____
		Texas _____	_____

**CARL R. OHLENDORF INSURANCE**

115 SOUTH MAIN STREET  
LOCKHART, TX 78644  
Phone : 512-398-2318

Caldwell County  
P. O. Box 98  
Lockhart, TX 78644

<b>INVOICE #</b> 14312		Page 1
ACCOUNT NO. CALDW01	OP KH	DATE 11/24/14
BOND Dec Page		
POLICY # 15528920		
COMPANY Western Surety		
PRODUCER Adair H. Rucker		
EFFECTIVE 01/01/15	EXPIRATION 01/01/17	

Itm #	Eff Date	Trn	Description	Amount
128789	01/01/15	REN	Victor S. Terrell - Constable	\$ 92.50
Invoice Balance:				\$ 92.50

Please use bond/policy number when making payment

Texas



# Western Surety Company

## OFFICIAL BOND AND OATH

THE STATE OF TEXAS }  
County of Caldwell } ss

KNOW ALL PERSONS BY THESE PRESENTS: BOND No. 15528920

That we, Victor S. Terrell, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety,

are held and bound unto 1 Governor, his successors in office,

in the sum of 2 One Thousand Five Hundred and 00/100 DOLLARS (\$1,500.00), for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 20th day of August, 2014.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, duly appointed to the office of Constable in and for 3 Caldwell County, State of Texas, for a term of four years commencing on the 1st day of January, 2015.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall <sup>4</sup> faithfully perform the duties imposed by law.

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

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

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

Principal  
WESTERN SURETY COMPANY  
By Paul T. Bruffat  
Paul T. Bruffat, Senior Vice President

### ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS }  
County of \_\_\_\_\_ } ss

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

Given under my hand and seal of office at \_\_\_\_\_, Texas, this \_\_\_\_\_ day of \_\_\_\_\_.

SEAL \_\_\_\_\_ County, Texas



OATH OF OFFICE  
(COUNTY COMMISSIONERS and COUNTY JUDGE)

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

Signed \_\_\_\_\_

Sworn to and subscribed before me at \_\_\_\_\_, Texas, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

SEAL, \_\_\_\_\_ County, Texas

OATH OF OFFICE  
(General)

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

Signed \_\_\_\_\_

Sworn to and subscribed before me at \_\_\_\_\_, Texas, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

SEAL, \_\_\_\_\_ County, Texas

THE STATE OF TEXAS }  
County of \_\_\_\_\_ } ss

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

ATTEST: \_\_\_\_\_ Date \_\_\_\_\_, \_\_\_\_\_  
\_\_\_\_\_ Clerk \_\_\_\_\_ County Judge,  
County Court \_\_\_\_\_ County \_\_\_\_\_ County, Texas

THE STATE OF TEXAS }  
County of \_\_\_\_\_ } ss

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

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

\_\_\_\_\_ Clerk  
By \_\_\_\_\_ Deputy County Court \_\_\_\_\_ County

## OFFICIAL BOND REQUIREMENTS

OFFICIAL	2. AMOUNT	1. TO WHOM PAYABLE	APPROVED BY	Sec. of Statutes	4. CONDITIONS
District Attorney	\$5,000.	Governor	District Judge	Gov't Code 43.002	"in the manner prescribed by law, faithfully pay over all money that he collects or that comes into his hands for the state or a county."
County Attorney	\$2,500.	Governor	Commissioners Court	Gov't Code 45.001	"faithfully pay over in the manner prescribed by law all money that he collects or receives for any county or the state."
County Judge	\$1,000.- 10,000.	County Treasurer	Commissioners Court	Gov't Code 26.001	"pay all money that comes into his hands as county judge to the person or officer entitled to it; pay to the county all money illegally paid to him out of county funds; and not vote or consent to pay out county funds for other than lawful purposes."
County Clerk	At least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is given — \$5,000 minimum, \$500,000 maximum	County	Commissioners Court	Local Gov't Code 82.001	"faithfully perform the duties of office."
Deputy County Clerk	At least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is given — \$5,000 minimum, \$500,000 maximum	County for the use and benefit of the County Clerk	Commissioners Court	Local Gov't Code 82.002	"faithfully perform the duties of office."
County Auditor	\$5,000 minimum	District Judge(s)	District Judge(s)	Local Gov't Code 84.007	"faithfully perform the duties of county auditor."
County Treasurer	Established by the commissioners court not to exceed one-half of one percent of the largest amount budgeted for general county maintenance and operations for any fiscal year of the county beginning during the term of office preceding the term for which the bond is to be given — \$5,000 minimum, \$500,000 maximum	County Judge	Commissioners Court	Local Gov't Code 83.002	"faithfully execute the duties of office."
District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given — \$5,000 minimum, \$100,000 maximum	Governor	Commissioners Court	Gov't Code 51.302	"faithfully perform the duties of the office."
Deputy District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given — \$5,000 minimum, \$100,000 maximum	Governor for the use and benefit of the District Clerk	Commissioners Court	Gov't Code 61.309	"faithfully perform the duties of the office."
County School Superintendent	\$1,000.	County governing board unless a county-wide independent school district has been created, in which event the bond is payable to and approved by the County Commissioners Court		Educ. Code 17.49	"faithfully perform his duties."
County Surveyor	Fixed by the Commissioners Court — \$500 minimum, \$10,000 maximum	Not Specified		Nat. Res. Code 23.013	"faithfully perform the duties of the office."
Deputy County Surveyor	Not less than \$500 nor more than \$10,000 (Fixed by the County Surveyor)	County Surveyor		Nat. Res. Code 23.014	"faithfully perform the duties of the office."
Sheriff	Set by the Commissioners Court \$5,000 minimum, \$30,000 maximum	Governor	Commissioners Court	Local Gov't Code 85.001	"faithfully perform the duties of office established by law; account for and pay to the person authorized by law to receive them the fines, forfeitures, and penalties the sheriff collects for the use of the state or a county; execute and return when due the process and precepts lawfully directed to the sheriff, and pay to the person to whom they are due or to the person's attorney the funds collected by virtue of the process or precept; and pay to the county any funds illegally paid, voluntarily or otherwise, to the sheriff from county funds."
County Assessor-Collector (State Bond)	Equal to 5% of the net state collections from motor vehicle sales and use taxes and motor vehicle registration fees in the county during the year ending August 31 preceding the date the bond is given — \$2,500 minimum, \$100,000 maximum	The Governor and the Governor's successors in office	Commissioners Court and the State Comptroller of Public Accounts	Tax Code 6.28	"faithful performance of the person's duties as assessor-collector."
County Assessor-Collector (County Bond)	Equal to 10% of the total amount of county taxes imposed in the preceding tax year, \$100,000 maximum	Commissioners Court	Commissioners Court	Tax Code 6.28	"faithful performance of the person's duties as assessor-collector."
County Commissioner	\$3,000.	County Treasurer	County Judge	Local Gov't Code 81.002	"faithfully perform the commissioner's official duties and reimburse the county for all county funds illegally paid to him and will not vote or consent to make a payment of county funds except for a lawful purpose."
Justice of the Peace	\$5,000 maximum	County Judge	Not Specified	Gov't Code 27.001	"faithfully and impartially discharge the duties required by law and promptly pay to the entitled party all money that comes into his hands during the term of office."
Constable	Set by the Commissioners Court \$500 minimum — \$1,500 maximum	The Governor and the Governor's successors in office	Commissioners Court	Local Gov't Code 86.002	"faithfully perform the duties imposed by law."
County Public Weigher and Deputies	\$2,500	County Judge	Department of Agriculture	Agric. Code 13.256	"accurately weigh or measure commodities reflected on certificates issued by him, protect the commodities that he is registered to weigh or measure, and comply with all laws and rules governing public weighers."
State Public Weigher	\$10,000	State of Texas	Department of Agriculture	Agric. Code 13.256	"accurately weigh or measure commodities reflected on certificates issued by him, protect the commodities that he is registered to weigh or measure, and comply with all laws and rules governing public weighers."

3. If precinct insert the number.

4. Conditions.

ACKNOWLEDGMENT OF SURETY  
(Corporate Officer)

STATE OF SOUTH DAKOTA }  
County of Minnehaha } ss

Before me, a Notary Public, in and for said County and State on this \_\_\_\_\_ 20th \_\_\_\_\_ day of

\_\_\_\_\_ August \_\_\_\_\_, 2014 \_\_\_\_\_, personally appeared \_\_\_\_\_ Paul T. Bruflat \_\_\_\_\_  
to me known to be the identical person who subscribed the name of WESTERN SURETY COMPANY,  
Surety, to the foregoing instrument as the aforesaid officer and acknowledged to me that he executed the  
same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation  
for the uses and purposes therein set forth.



\_\_\_\_\_ *S. Eich* \_\_\_\_\_  
Notary Public

My Commission Expires February 12, 2015


 Western Surety Company	OFFICIAL BOND AND OATH	On Behalf of	Principal	Official Title	_____, Texas	Filed the _____ day of _____, _____,	at _____ o'clock _____ M.	_____ Clerk	County Court _____ County, Texas
	_____	_____	_____	_____	_____	_____	_____	_____	_____

Figure: 28 TAC §1.601(a)(3)

### 1 IMPORTANT NOTICE

To obtain information or make a complaint:

2 You may contact Western Surety Company, Surety Bonding Company of America or Universal Surety of America at 605-336-0850.

3 You may call Western Surety Company's, Surety Bonding Company of America's or Universal Surety of America's toll-free telephone number for information or to make a complaint at:

**1-800-331-6053**

4 You may also write to Western Surety Company, Surety Bonding Company of America or Universal Surety of America at:

P.O. Box 5077  
Sioux Falls, SD 57117-5077

5 You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

**1-800-252-3439**

6 You may write the Texas Department of Insurance:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-Mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

### 7 PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact Western Surety Company, Surety Bonding Company of America or Universal Surety of America first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

### 8 ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

### AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con Western Surety Company, Surety Bonding Company of America o Universal Surety of America al 605-336-0850.

Usted puede llamar al numero de telefono gratis de Western Surety Company's, Surety Bonding Company of America's o Universal Surety of America's para informacion o para someter una queja al:

**1-800-331-6053**

Usted tambien puede escribir a Western Surety Company, Surety Bonding Company of America o Universal Surety of America:

P.O. Box 5077  
Sioux Falls, SD 57117-5077

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

**1-800-252-3439**

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-Mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

### DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Western Surety Company, Surety Bonding Company of America o Universal Surety of America primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

**UNA ESTE AVISO A SU POLIZA:** Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

**CARL R. OHLENDORF INSURANCE**

115 SOUTH MAIN STREET  
LOCKHART, TX 78644  
Phone : 512-398-2318

Caldwell County  
P. O. Box 98  
Lockhart, TX 78644

<b>INVOICE #</b> 14322		Page 1
ACCOUNT NO. CALDW01	OP KH	DATE 11/24/14
<b>BOND Dec Page</b>		
POLICY # 15530866		
COMPANY Western Surety		
PRODUCER Adair H. Rucker		
EFFECTIVE 01/08/15	EXPIRATION 01/08/16	

Itm #	Eff Date	Trn	Description	Amount
128800	01/08/15	REN	Shanna Conley - Court Clk JP2	\$ 50.00
			<b>Invoice Balance:</b>	<b>\$ 50.00</b>

Please refer to bond/policy number when making payment



# Western Surety Company

## CONTINUATION CERTIFICATE

Western Surety Company hereby continues in force Bond No. 15530866 briefly described as COURT CLERK FOR JUSTICE OF PEACE #2 COUNTY OF CALDWELL,  
 \_\_\_\_\_,  
 for SHANNA CONLEY,  
 \_\_\_\_\_, as Principal,  
 in the sum of \$ ONE THOUSAND AND NO/100 Dollars, for the term beginning January 08, 2015, and ending January 08, 2016, subject to all the covenants and conditions of the original bond referred to above.

This continuation is issued upon the express condition that the liability of Western Surety Company under said Bond and this and all continuations thereof shall not be cumulative and shall in no event exceed the total sum above written.

Dated this 28 day of August, 2014.

WESTERN SURETY COMPANY

By Paul T. Bruhat  
 Paul T. Bruhat, Vice President



**THIS "Continuation Certificate" MUST BE FILED WITH THE ABOVE BOND.**



# Western Surety Company

## POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

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

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

One COURT CLERK FOR JUSTICE OF PEACE #2 COUNTY OF CALDWELL

bond with bond number 15530866

for SHANNA CONLEY  
as Principal in the penalty amount not to exceed: \$1,000.00

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

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

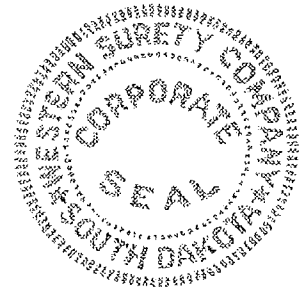
In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President Paul T. Bruflat with the corporate seal affixed this 28 day of August, 2014.

ATTEST

L. Nelson  
L. Nelson, Assistant Secretary

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

STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA } ss



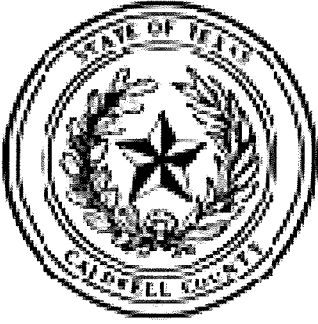
On this 28 day of August, 2014, before me, a Notary Public, personally appeared Paul T. Bruflat and L. Nelson

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.

SEAL S. PETRIK NOTARY PUBLIC SOUTH DAKOTA SEAL  
My Commission Expires August 11, 2016

S. Petrik  
Notary Public





**PAMELA OHLENDORF**

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**CALDWELL COUNTY ELECTIONS ADMINISTRATION OFFICE**

1403-C Blackjack St.  
Lockhart, Texas  
78644

**DECEMBER 8, 2014 COMMISSIONERS REPORT**

WORKING ON DEATH CERTIFICATES

DATA ENTRY FOR NEW APPLICATIONS

ADDRESS CHANGES

INVENTORY FOR ALL LAPTOPS AND SUPPLIES

WORKING ON ALL INVALID ADDRESSES ON TEAM (TEXAS ELECTIONS ADMINISTRATIVE  
MAINTENANCE)

EXAMPLE: PARCEL ADDRESSES

WORKING ON ALL REGISTERED VOTERS WITH INVALID BIRTHDATES

PREPARING FOR DECEMBER 2014 PURGE

## **2014.12.08.06 Reports.**

Elections Department – Pamela Ohlendorf

Septic and Subdivision Report – Kasi Miles

Treasurer's Report – Lori Rangel (*Report Not Ready*)

**Sanitation & Septic Report for November 2014**

**Septic Fees: \$5,570.00**

**Subdivision Fees: \$7,500.00**

**Total for November: \$13,070.00**

**Year to Date total for septic & subdivision: \$21,447.00**

**As of November 30<sup>th</sup>, I have exceeded my yearly budget by: \$3,688.00**

**November Totals:**

**14- Septic permits**

**22- Res. Construct permits**

**1- Pre. Plat for Lone Star Subdivision (In review process)**

**2- Short Form Plats (Will be presented for approval at a later date)**

Month	Septic-Actual	Budget	Over/Under	Run. Total	Subdivision-Actual	Budget	Over/Under	Run. Total
October	\$4,200.00	\$2,500.00	\$1,700.00	\$1,700.00	\$4,177.00	\$5,417.00	(\$1,240.00)	(\$1,240.00)
November	\$5,570.00	\$2,500.00	\$3,070.00	\$4,770.00	\$5,575.00	\$5,417.00	\$158.00	(\$1,082.00)
December								

Sub-Total

January  
February  
March

Subtotal

April  
May  
June

Subtotal

July  
August  
September

Subtotal

Yearly Total

**2014.12.08.07 Special Presentations.  
None.**



**2014.12.08.08 Discussion/Action** to approve the General Contractors Change Order proposal to provide three years maintenance on critical systems for the Caldwell County Justice Center. **Cost:** \$144,336.93; **Speaker:** Judge Bonn/Commissioner Muñoz; **Backup:** 1.

# CALDWELL COUNTY COMMISSIONERS COURT



Date: December 8<sup>th</sup>, 2014

Action Item #18

**Approval of General Contractors Change Order proposal to provide three years maintenance on critical systems as a service for Caldwell County at the Justice Center**

Subject:

## Action

### **RECOMMENDATION:**

As requested by Caldwell County Judge Tom Bonn and County Commissioner Alfredo Muñoz, Long Life Projects has asked the General Contractor to submit a plan for discussion and action to the Commissioners court. Attached are the results of the meetings and details of the final scope of work and cost in relation to this for a period of no more than 3 years.

### **BACKGROUND INFORMATION:**

After communications with the County Maintenance Supervisor relating to the special systems and technical expertise required to maintain the environmental, life safety, emergency back up and security systems and communicating these concerns to the County Judge and Commissioner Muñoz, a proposal was requested from the General contractor that included the following mission specific areas.

- Mechanical RTU equipment and ancillary equipment,
- Generator and supporting power transfer switch (ATS)
- Access Control, devices, hardware, software and maintenance
- Security camera systems and hardware and software and maintenance
- Fire Alarm maintenance inspections per code
- Fire Sprinkler systems maintenance and inspections per code
- Fire suppression system ( FM 200) maintenance and inspections
- Audio and visual equipment for the courtrooms, hardware and software maintenance
- General door and hardware maintenance (in relation to the access and security of the facility).

A final meeting was held on 11/17/2014 where Kenton Heinze, President of Braun and Butler General Contractors, presented the proposal below. The county maintenance staff, Curtis Weber, and James Turner along with Judge Bonn, Commissioner Muñoz, Les Reddin (LLP) discussed the merits of having a plan in place that allows for the existing county maintenance staff to train on these special systems over a 3 year period while gaining the knowledge and skills to maintain the facility in the future.

All parties agree that this is the best direction for the counties short and long term maintenance program, for the Justice Center's critical systems, and that the county maintenance staff will be called upon to document and gain the knowledge to eventually take over the full maintenance of the facility.

This action does not include Custodial, or general maintenance items such as lighting replacements, (re-lamping) water closet repairs, rekeying, or requested services by the users such as hanging pictures, or furniture and room re arrangements.



**Braun & Butler**  
Construction

715 Discovery Blvd., Ste 109 ■ Cedar Park, Texas 78613 ■ voice: 512/837-2882, fax: 512/837-5115

November 4, 2014

Les Reddin  
Long Life Projects  
31106 La Quinta  
Georgetown, TX 78628

RE: Caldwell County Justice Center – Preventative Maintenance Plan

Dear Les,

Braun & Butler is pleased to submit a price for a three year preventative maintenance plan for the new justice center. Braun & Butler takes great pride in building a high quality facility and it feels great to turn it over to an owner who respects the facility enough to maintain it for generations to come.

We have prepared a base proposal that includes three years of maintenance for the mechanical, fire sprinkler system, generator and ATS, security and audio visual equipment. Additionally I have included a contingency that can be used for replacement parts that are not covered under warranty or extended maintenance agreement.

Please let me know your thoughts so we can set this project up for successful future of Caldwell County.

Sincerely,

Kenton Heinze  
President

The Price for a 3 year preventative maintenance plan is as follows;

Mechanical Systems	\$ 39,972.90
Fire Sprinkler Systems	\$ 10,998.00
Generator	\$ 8,788.17
Security	\$ 20,550.00
Audio Visual	\$ 28,800.00
General door and hardware adjustments	\$ 4,860.00
Supervision & Coordination	\$ 7,800.00
Contingency	<u>\$ 12,176.91</u>
Subtotal	\$133,945.98
Maintenance Bond	\$ 675.00
Braun & Butler Fee @ 7.25%	<u>\$ 9,715.95</u>
Total for 3 year period	\$144,336.93

The price above includes the following;

- Mechanical Systems will receive semi-annual inspections, quarterly filter changes, annual belt replacements, annual condenser coil cleaning. Inspection will include checking of condensing/evaporator coils, clear drain lines, testing and adjusting operating pressures, test starting capabilities, check blower components, test and check safety controls, test voltage and amp draws of motors, check heat operation, check systems controls, and report on condition and repair recommendations.
- Fire Sprinkler System will provide annual inspection of (1) Wet sprinkler system, (1) Dry sprinkler system, (20) Fire extinguishers, (2) backflow preventers, and (1) FM200 system.
- Generator will include annual ATS inspection, annual full service w/ load bank test, and regular inspections.
- Security will calibrate and align doors/hardware on correctional units, remove excess grease deposits, clean and lubricate moving parts, test and make minor adjustments to the security systems.
- Audio Visual will provide semiannual preventative maintenance checks, guaranteed 2 hour phone response and 8 hour emergency on-site response time, unlimited phone support, spearhead any warranty calls on manufacturer's equipment.

All maintenance is subject to the terms and conditions of each individual subcontractor and supplier.

Rate will be billed 1/3 per year at the beginning of each term. Contingency will only be billed as it is used.

**Note** – This is not an extended warranty plan. It does not cover repairs of equipment unless specifically mentioned. It does not augment or replace any warranty. Braun & Butler will help execute any warranties. Any necessary repairs that require additional charges will be billed at the cost to Braun & Butler plus 7.25%.



**2014.12.08.09 Discussion/Action** to approve the change order for reduction of the General Contractors GMP in the amount of \$226,302 of unused funds from the Caldwell County Justice Center. **Cost:** None; **Speaker:** Judge Bonn/Commissioner Muñoz; **Backup:** 1.



# CALDWELL COUNTY COMMISSIONERS COURT



Date: **December 8th, 2014**

Action Item #19

**Approval of General Contractors Change Order proposal to Reduce the GMP of Braun and Butler and release of the Owners Contingency and other closed line items and reductions**

Subject:

## Action

### RECOMMENDATION:

As requested by Caldwell County Commissioner Alfredo Munoz, Long Life Projects has asked the General Contractor to submit a Change Order to Reduce the Contractors GMP in the amount of \$226,302 of unused funds from the Caldwell County Justice Center.

### BACKGROUND INFORMATION:

By returning these funds the county may re-dedicate them to better value improvements for the project and county as a best value consideration.

The amount returned does not reflect the Contractors fee reduction. That amount will be returned on the final close out of the project.

Also as noted on the contractor's letter, other funds will be returned once all subcontractors' line items close out.

Base GMP	\$7,453,661
C/O #1	\$282,596
Current GMP	\$7,736,617
Reduced by C/O #2	\$226,302
New GMP Total	<u>\$7,510,315</u>



**Braun & Butler**  
Construction

Date: November 25, 2014

To: Les Reddin

LongLifeProjects

From: Mack Ellis

Re: Return of savings as of 11-25-14

---

The following is pricing as requested to return savings from non or underutilized budget line items.

Change order 1 – emergency drive	\$ 64,000
Project Sign	\$ 1,500
Landscape allowance	\$ 40,000
Irrigation allowance	\$ 13,006
Erosion controls	\$ 2,200
Pre-engineered building – Labor	\$ 3,152
Pre-engineered building insulation	\$ 966
Surveyor	\$ 3,000
Owners contingency	<u>\$ 98,478</u>
Total	\$ 226,302

There will be additional savings available once the project is complete and all final invoices are received.

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

Regards,  
Mack Ellis  
Project Manager

**2014.12.08.10 Discussion/Action** to approve the purchase of a Self-Contained Breathing Apparatus (SCBA) and an Automatic External Defibrillator Unit (AED) for use in the Justice Center. **Costs:** SCBA – not to exceed \$4,500; AED – not to exceed \$2,500; **Speaker:** Judge Bonn/Les Reddin/Martin Ritchey; **Backup:** 1.

## Larry Roberson

---

**From:** Les.Reddin <les.reddin@gmail.com>  
**Sent:** Wednesday, December 03, 2014 6:20 PM  
**To:** Martin Ritchey; Larry Roberson; Robert Steinbomer; Mack Ellis; Tom Bonn  
**Subject:** Fwd: Justice Center

Martin put me in contact with the responsible person at the SO dept  
I asked him to submit the quote or proposal to Larry for a quick purchase of the required SCBA unit and Martin was getting a quote for the AED and to also send it to Larry for a quick turn around  
So with us lowering the gmp on Monday please approve these and send to the county Justice center as soon as they arrive.

I hope to get this cleared for final jail standards acceptance next week

Thank you all

Les

Sent from my iPhone

Begin forwarded message:

**From:** "Martin Ritchey" <[martin.ritchey@co.caldwell.tx.us](mailto:martin.ritchey@co.caldwell.tx.us)>  
**Date:** December 3, 2014 at 2:34:17 PM CST  
**To:** "'Larry Roberson'" <[larry.roberson@co.caldwell.tx.us](mailto:larry.roberson@co.caldwell.tx.us)>  
**Cc:** <[les.reddin@gmail.com](mailto:les.reddin@gmail.com)>, "'Alfredo Munoz'" <[alfredo.munoz@co.caldwell.tx.us](mailto:alfredo.munoz@co.caldwell.tx.us)>  
**Subject:** Justice Center

I was asked by Robert and Les to look into Self Contained Breathing Apparatus (SCBA) for use by the jailers in the Justice Center. The Texas Commission on Jail Standards require an SCBA unit to be available at the control station. Firefighters wear SCBA units for entry into burning structures. The SCBA unit that would be utilized by jailers would not have all of the same accessories (for firefighter safety high temperature systems and PASS alarms), but they would allow the jailer to move in smoke filled rooms to evacuate prisoners and others.

I have spoken with Chief Deputy Brent and he directed me to have Les contact Captain Jeffrey to coordinate the correct equipment (which I have). The jail has similar equipment. This equipment will probably cost around \$4,500 with a wall mounted case.

Along with the required element, Robert and Les also recommend we purchase Automated External Defibrillators to be mounted within the complex. Many public buildings have these items mounted in public view or are kept by staff for emergency response. These are a "nice" feature not a requirement, and I agree with them on the value to installing them in the building.

First Voice AED 6GJN2 \$2,500 (includes wall cabinet W.W. Granger)

V/R

Martin

Martin Ritchey

Chief – EMC  
Caldwell County  
Office of Homeland Security and Emergency Management  
1403 Blackjack, Suite E  
Lockhart, TX 78644  
512-398-1822 Office  
512-398-2819 FAX  
512-636-5681 Cell

**Caldwell County Residents:**

***Because you care... Spare 15 to Prepare... Register your cell phone for emergency alerts today! [wireless.capcog.org](http://wireless.capcog.org)***

***CONFIDENTIALITY NOTICE: This is a CONFIDENTIAL HOMELAND SECURITY COMMUNICATION. If you have received this message in error, do not disseminate, distribute, use, or copy this communication if you are not an intended recipient. Please CONTACT the sender by reply e-mail and DESTROY all copies of the original.***



# TEXAS COMMISSION ON JAIL STANDARDS

---

EXECUTIVE DIRECTOR  
Brandon S. Wood



P.O. Box 12985  
Austin, Texas 78711  
Voice: (512) 463-5505  
Fax: (512) 463-3185  
Agency Website: <http://www.tcjs.state.tx.us>  
E-mail Address: [brandon.wood@tcjs.state.tx.us](mailto:brandon.wood@tcjs.state.tx.us)

December 2, 2014

The Honorable Tom Bonn  
County Judge, Caldwell County  
110 S. Main Street, Room 201  
Lockhart, TX 78644

and

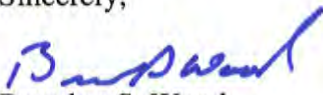
Sheriff Daniel C. Law  
Sheriff, Caldwell County  
1204 Reed Drive  
Lockhart, Texas 78644

Dear Judge Bonn and Sheriff Law:

Reference the November 21, 2014 Occupancy Inspection, of the new Caldwell County Judicial Center, conducted by staff members Jason Ross and Fred St Amant. Several areas of non-compliance were found during the inspection and need to be addressed prior to an approval for occupancy being issued. Please see the attached inspection report detailing these areas that need to be addressed and contact this office once these issues have been resolved.

If there are any questions regarding this letter, please do not hesitate to contact my office.

Sincerely,

  
Brandon S. Wood  
Executive Director

---

Judge Donna S. Klaeger, Burnet, Chair  
Stanley D. Egger, Abilene, Vice Chair  
Irene A. Armendariz, Austin

Allan D. Cain, Carthage  
Jerry W. Lowry, New Caney  
Larry S. May, Sweetwater

Sheriff Gary Painter, Midland  
Dr. Michael M. Seale, M.D., Houston  
Sheriff Dennis D. Wilson, Groesbeck

*"The Commission on Jail Standards welcomes all suggestions and will promptly respond to all complaints directed against the agency or any facilities under its purview".  
To empower local government to provide safe, secure and suitable local jail facilities through proper rules and procedures while promoting innovative programs and ideas*



# TEXAS COMMISSION ON JAIL STANDARDS

EXECUTIVE DIRECTOR  
Brandon S. Wood



P.O. Box 12985  
Austin, Texas 78711  
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E-mail Address: [brandon.wood@tcjs.state.tx.us](mailto:brandon.wood@tcjs.state.tx.us)

## OCCUPANCY INSPECTION REPORT

**Facility Name:** Caldwell County Judicial Center

**City/State:** Lockhart, Texas

**County:** Caldwell County


**Number of beds:** None

An occupancy inspection has been completed Friday, November 21, 2014. The facility has been found to be:

in compliance with Texas Minimum Jail Standards construction requirements.

not in compliance with Texas Minimum Jail Standards construction requirements (see attachment)

Authenticated:

  
Inspector \_\_\_\_\_ Date 12/02/2014

  
Reviewed by \_\_\_\_\_ Date 12/2/14

100+ capacity and intended for non-Texas inmates: Yes  No

Circle appropriate project type:  New Facility  Renovation  Addition

Judge Donna S. Klaeger, Burnet, Chair  
Stanley D. Egger, Abilene, Vice Chair  
Irene A. Armendariz, Austin

Allan D. Cain, Carthage  
Jerry W. Lowry, New Caney  
Larry S. May, Sweetwater

Sheriff Gary Painter, Midland  
Dr. Michael M. Seale, M.D., Houston  
Sheriff Dennis D. Wilson, Groesbeck

"The Commission on Jail Standards welcomes all suggestions and will promptly respond to all complaints directed against the agency or any facilities under its purview".

To empower local government to provide safe, secure and suitable local jail facilities through proper rules and procedures while promoting innovative programs and ideas

TEXAS COMMISSION ON JAIL STANDARDS

DATE: 11/21/2014

COUNTY OF CALDWELL

TYPE OF FACILITY: MAX - COURT HOLDING

Page 1 of 1

COUNTY JAIL INSPECTION REPORT - AREAS OF NON-COMPLIANCE (Attachment to Inspection Report)

Jail Standards Not Complied with:			
Item	Section	Paragraph	
1	257	.9	At the time of inspection it was found that an inspection of the facility by a local code inspector had not yet been conducted.
2	259	.106	Direct vision into holding cells from attorney visitation is not prevented.
3	259	.116	At the time of inspection the pedestal intercom station had not yet been installed.
4	259	.121	Paper passes were not provided at attorney visitation booths to allow direct passage of legal paper to and from inmates. Per correspondence provided by your architect on May 15, 2014, attached <u>Item 1, Detail "D"</u> , a paper pass with an 1/8" gap was to be installed.
5	259	.138	Within the holding cells, three (3) junction boxes were left exposed, they were provided for use as intercoms but were not used due to intercoms being provided at the door instead.
6	263	.16	Please ensure access to exits shall be marked by readily visible signs at all locations where the exit is not readily visible from outer cell doors.
7	263	.53	Please ensure portable fire extinguishers of the number, size, and type, and in appropriate locations or in accordance with NFPA 101 shall be provided. None were present during the inspection.
8	263	.54	Please ensure that at least one self-contained breathing apparatus shall be available and maintained in or near each facility control station. None were present during the inspection.
9	263	.55	The fire alarm panel and fire suppression systems were not tagged by the company that installed them or by the authority who inspected them.

**2014.12.08.11 Discussion/Action**

concerning moving the Swagit recording equipment for Commissioners Court meetings to the 2<sup>nd</sup> floor courtroom at 110 S. Main Street and the audio issues with the courtroom. **Cost:** TBD; **Speaker:** Judge Bonn/Pat Horn/Bob Karasch; **Backup:** None.

## Tina Lynch

---

**From:** Tom Bonn <tbonn71@gmail.com>  
**Sent:** Wednesday, November 19, 2014 12:26 PM  
**To:** Larry Roberson  
**Cc:** Marie Cavanagh; Tina Lynch; Alfreedomunoz; Fred Buchholtz; Neto Madrigal; Joe Roland  
**Subject:** Re: Swagitt Productions

Yes should have it on agenda for approval on 8 Dec. meeting. Should invite the Historical Group for their input as well.

Thanks Judge Tom

On Wed, Nov 19, 2014 at 8:51 AM, Larry Roberson <larry.roberson@co.caldwell.tx.us> wrote:

Judge:

I just approved the invoice for the company filming the Commissioner's Court meetings. Is there a plan to move their equipment to the second floor of the courthouse and continue the streaming service? I'm not sure whether it has been discussed.

Please advise.

Thanks

Larry E. Roberson, CPA

County Auditor

Caldwell County, Texas

512-398-1801



**2014.12.08.12 Discussion/Action** to reappoint Ben Twidwell and James Lipscomb to another four-year term on the Plum Creek Conversation District Board of Directors. **Cost:** None; **Speaker:** Judge Bonn; **Backup:** None.



# Plum Creek Conservation District

**Directors:**

JAMES A. HOLT, JR., President, *Kyle*  
JAMES O. LIPSCOMB, Vice-President, *Lockhart*  
PETER REINECKE, Secretary-Treasurer, *Luling*  
BEN TWIDWELL, *Luling*  
LUCY KNIGHT, *Lockhart*  
FRED ROTHERT, *Kyle*

**Staff:**

JOHNIE HALLIBURTON  
*Executive Manager*  
KAREN BASSETT  
*Secretary*  
DANIEL MEYER  
*Assistant Manager*

November 3rd, 2014

Caldwell County Commissioners Court  
Caldwell County Courthouse  
110 South Main  
Lockhart, TX 78644

Dear Commissioners:

The four-year term of Director for the Plum Creek Conservation District will expire on December 31st, 2014 for Ben Twidwell and James Lipscomb. They have expressed a verbal willingness to serve another term if appointed.

Please send me confirmation of their re-appointments or any changes you feel necessary.

Thank you in advance for your help in this matter.

Sincerely,

Johnie Halliburton  
Executive Manager  
Plum Creek Conservation District



**2014.12.08.13 Discussion/Action** to appoint three individuals to the Caldwell County Emergency Services District No. 2 Board who will each serve a two year term. Recommended appointees are: Mr. Terry Pim, Ms. JoAnne Germer, and Mr. Bobby Barboza. **Cost:** None; **Speaker:** Judge Bonn; **Backup:** None.

**2014.12.08.14 Discussion/Action** to approve the engineer consulting firm of Jones & Carter, Inc. as recommended by the Consultant Selection Committee for SH 130 Concession Funded projects. **Cost:** None; **Speaker:** Judge Bonn/Commissioner Muñoz; **Backup:** 1.

Date: December 2, 2014

To: Caldwell County Commissioners Court

From: Michael Aulick, Aulick and Associates, LLC

Re: Discussion/Action to approve the selection of **Jones & Carter, Inc.** as the top ranked firm for providing engineering services for the four SH 130 Concession Funded county road projects, and to authorize Judge Bonn to negotiate a contract scope of services and fee with Jones & Carter, Inc.

Judge Bonn and Commissioners,

The Consultant Selection Committee met this morning to interview the three short-listed firms selected from the five firms who responded to the Notice of Intent issued on October 17. The Committee is composed of Judge Bonn, Commissioner Munoz, John Cyrier and Dwight Jeffrey. Vance Rodgers was originally a member of the Committee, but he was unable to attend the interview session this morning. Roy Dill, TxDOT Area Engineer assisted the Committee as a resource person and technical advisor.

Based on review of the written Letters of Interests (LOIs/proposals) submitted by five firms on November 5, the Committee chose to interview Jones and Carter, Inc., HDR Inc. and Klotz Associates. Based on a combination of the LOI review and today's interviews, the Committee ranked the three firms as follows:

1. Jones & Carter, Inc.
2. Klotz Associates
3. HDR, Inc.

The current consultant solicitation and evaluation process for the SH 130 Concession funding projects has been consistent with the attached Engineering Consultant Selection Process adopted by the Commissioners Court on September 15 and approved by the TxDOT Austin District. The four projects are Old Fentress Rd. (CR 217), Westwood Rd. (CR 215), Schuelke Rd. (CR 222) and Cherryville Parkway.

**RECOMMENDATION:** That on December 8 the Commissioners Court approve the selection of **Jones & Carter, Inc.** as the top ranked firm to provide engineering plans, specifications and estimates necessary for the development of the four county road projects and to authorize Judge Bonn to negotiate a contract scope of services and fee with Jones & Carter, Inc. for subsequent presentation to the Commissioners Court for approval.

Please let me know if you have any questions.

## **Caldwell County, Texas**

### **Engineering Consultant Selection Process**

(Adopted September 15, 2014)

The following process is utilized by Caldwell County (the "County") for selection of engineering, professional, and scientific consultants to complete project development services for various projects located within the County and where costs are reimbursed by the State. The County will comply with the requirements of Texas Government Code, Chapter 2254 in the procurement of professional and consulting services.

The County, or their representative, will develop a Request for Qualifications (RFQ) or Request for Proposal (RFP) and a draft scope of services for the contract(s) to be procured. The RFQ/RFP will contain requirements for a written letter of interest and an interview. The selection of a consultant shall be based on the combined scores of the written letter of interest and the interview. The RFQ/RFP shall outline the evaluation criteria to be utilized in review of the written letter of interest and the interview, shall specify the percent weighting factor for each criteria, and shall specify the effective weight of the letter of interest scores and the interview scores. Evaluation criteria shall focus on the firm's qualifications to complete the work. Typical evaluation factors include approach to the project, comparable experience and availability of the project manager, experience and availability of key personnel, past performance and quality management approach. The consultant evaluation and selection committee for the County is anticipated to include the County Judge, one or more County Commissioners, the County Engineer, and others as designated by the County Commissioners or County Engineer. The weighting factors for the written letter of interest and interview scores as well as the evaluation criteria and their respective weighting factors shall be determined by the selection committee prior to issuance of the RFQ/RFP.

In summary and in keeping with the TxDOT Local Government Project Procedures (LGPP) manual the following basic steps will be followed by the County Commissioners Court:

- 1) Establish a consultant evaluation and selection committee
- 2) Issue a Request for Qualifications (RFQ) or Request for Proposals (RFP)
- 3) Receive and evaluate the proposals;
- 4) Choose the most qualified consultant; and
- 5) Negotiate a fee.

If a satisfactory contract cannot be negotiated, negotiations should be formally terminated with the most qualified consultant and negotiations can begin with the second most qualified consultant.

**2014.12.08.15 Discussion/Action** to further extend period for final action on preliminary plat application of 130 Environmental Park as allowed by section 3.4(G) of the Caldwell County Development Ordinance. This extension will provide the applicant additional time to respond to comments from the county's engineer consultant and the county's engineer consultant additional time to review the updated information. **Cost:** None; **Speaker:** Commissioner Roland/Kasi Miles/Tracy Bratton; **Backup:** 1.



To: Ms. Kasi Miles

From: Mack Reynolds, Project Manager for 130 Environmental Park

Date: November 26, 2014

Re: Preliminary Plat Application- 130 Environmental Park – 2<sup>nd</sup> Extension request

Dear Ms. Miles,

As you know, the referenced application has been deemed Administratively Complete and is currently undergoing technical review by Caldwell County's outside engineering firm, Bowman Consulting. We are working on the responses to the technical comments from Bowman Consulting.

Pursuant to Section 3.4 of the County's Development Ordinance, the County's Commissioners Court normally holds a hearing and acts on a preliminary plat application within sixty (60) days after the application is "complete". Based on the date this application was deemed complete, the hearing on it could have taken place at the Commissioners Court meeting on October 27<sup>th</sup> and we have supplied the County with the draft notices, mailing list and other documents necessary to hold the hearing on that date.

Section 3.4(g) of the Development Ordinance authorizes an extension of the hearing date if agreed to by the applicant and approved by the Commissioners Court. On October 13<sup>th</sup>, 2014 the County Commissioners Court approved a 60 day extension. Based on this date, a hearing will need to take place by December 27<sup>th</sup>, 2014. Because the application is still in the technical review process, I would respectfully suggest that a 2<sup>nd</sup> extension of the hearing deadline is appropriate and hereby agree to an extension for a reasonable time. This will allow for completion of the technical review of the application so the Commissioner's Court and other interested parties have all of the information they need when the hearing is held.

I request that that the proposed extension of the hearing be placed on the agenda for the December 8<sup>th</sup> meeting as an alternative to a public hearing in December 2014. If the extension is approved, we will pay all costs for any revised or additional notices.

Thank you for your consideration and please let us know if you need anything further.

Sincerely,

  
Mack Reynolds

Project Manager for 130 Environmental Park, LLC

Cc: Tracey Bratton, P.E. ([tbratton@bowmanconsulting.com](mailto:tbratton@bowmanconsulting.com))



Mack Harrison ([mack.harrison@co.caldwell.tx.us](mailto:mack.harrison@co.caldwell.tx.us))

County Judge Tom Bonn [tom.bonn@co.caldwell.tx.us](mailto:tom.bonn@co.caldwell.tx.us)

Precinct 1 Commissioner Alfredo Munoz [alfredo.munoz@co.caldwell.tx.us](mailto:alfredo.munoz@co.caldwell.tx.us)

Precinct 2 Commissioner Fred Bucholtz [fred.b@co.caldwell.tx.us](mailto:fred.b@co.caldwell.tx.us)

Precinct 3 Commissioner Ernest "Neto" Madrigal [ccp3madrigal@yahoo.com](mailto:ccp3madrigal@yahoo.com)

Precinct 4 Commissioner Joe Roland [j.roland60@yahoo.com](mailto:j.roland60@yahoo.com)

Marie Cavanagh, Executive Assistant, ([marie.cavanagh@co.caldwell.tx.us](mailto:marie.cavanagh@co.caldwell.tx.us))

**2014.12.08.16 Discussion/Action** to set public hearing for approval of preliminary plat for 130 Environmental Park subdivision located north of FM 1185 between U.S.183 and Hommanville Trail at 9:30 a.m. on December 8, 2014, if the extension is not approved by commissioners court. **Cost:** None; **Speaker:** Commissioner Roland/Kasi Miles/Tracy Bratton; **Backup:** 1.

# 130 ENVIRONMENTAL PARK - PRELIM PLAT

## SUMMARY OF APPROVAL STEPS AND TIMELINE

	Required Action Date (if applicable)	Actual Date Complete
Pre Application Conference	NA	16-Jun-14
Prelim Plat and Application Received	NA	20-Jun-14
Administratively Completeness Review by BCG	7-Jul-14	2-Jul-14
Response to Admin Review Letter from GG	31-Aug-14	15-Aug-14
2nd Admin Completeness Review by BCG	29-Aug-14	29-Aug-14
<b>Complete Application - begin Technical Review (and 60 day timeline requiring Court action)</b>	NA	29-Aug-14
1st Round of Technical Review by BCG	28-Sep-14	11-Sep-14
Public Notice	6-Oct-14	6-Oct-14
Response to 1st Tech Comments from GG	NA	10-Oct-14
2nd Round of Technical Review by BCG	24-Oct-14	21-Oct-14
Response to 2nd Tech Comments from GG	NA	*

Original Required Plat Approval or Denial Date	28-Oct-14	NA
60 Day Extension Request Received	NA	6-Oct-14
60 Day Extension Granted	NA	13-Oct-14
Revised Required Plat Approval or Denial Date	27-Dec-14	NA
2nd 60 Day Extension Request Received	NA	26-Nov-14

\* - verbal questions received from the applicant on 10/8, 10/10, 10/21, 11/12, 11/18, 11/20, 11/25  
Meeting to review progress on drainage comments with GG's engineer set for 12/3 at Bowman's Office

**2014.12.08.17 Discussion/Action** to accept public improvements in Terra Verde Subdivision for permanent county maintenance and to release maintenance bond posted by Dale Lowden Excavating Incorporated as security against damages or defected work for public improvements in Terra Verde Subdivision, as provided by subsections 3.8.5(G) and 3.8.5(H) of the Caldwell County Development Ordinance. **Cost:** None; **Speaker:** Commissioner Roland/Kasi Miles/Tracey Bratton; **Backup:** 1.

## IMPORTANT NOTICE

RECEIVED  
NOV 08 2012

BY: AG

TO OBTAIN INFORMATION OR MAKE A COMPLAINT:

You may contract **Westchester Fire Insurance Company** for information or to make a complaint at:

ACE USA  
Claims  
6600 E. Campus Circle East, Suite 200  
Irving, Texas 75063

(972) 465-7900  
(972) 465-7645 Fax

You may contact the **Texas Department of Insurance** to obtain information on companies, coverage, rights or complaints at:

Texas Department of Insurance  
P. O. Box 149104  
Austin, Texas 78714-9104

(800) 252-3439

ATTACH THIS NOTICE TO YOUR BOND. This notice is for information only and does not become a part or a condition of the attached document and is given to comply with Section 2253-048, Government Code, and Section 53.202, Property Code, effective September 1, 2001.

MAINTENANCE BOND

Bond No. K08767191

KNOW ALL BY THESE PRESENTS, That we, Dale Lowden Excavating, Inc.

PO Box 1769 Wimberley, TX 78676

as Principal, and Westchester Fire Insurance Company

a corporation organized under the laws of the State of Pennsylvania and duly authorized to do business in

the State of Texas, as Surety, are held and firmly bound unto

Caldwell County 110 South Main Street Lockhart, TX 78644

as Obligee, in the penal sum of Thirty Nine Thousand Four Hundred Forty Six And 40/100

(\$39,446.40)

to which payment well and truly to be made we do bind ourselves, our and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal entered into a Contract with the

Verde Ranch Development, LLC

dated 03/28 /2012

for Streets, Drainage and Utility Construction for Tierra Verde Subdivision.

WHEREAS, said Contract has been completed, and was approved on 12th day of October, 2012.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the Principal shall guarantee that the work will be free of any defective materials or workmanship which became apparent during the period of Two year(s) following completion of the Contract then this obligation shall be void, otherwise to remain in full force and effect, provided however, any additional warranty or guarantee whether expressed or implied is extended by the Principal or Manufacturer only, and the Surety assumes no liability for such a guarantee.

Signed an sealed this 17th day of October, 2012.

Dale Lowden Excavating, Inc.

[Handwritten signature of Dale Lowden]

(Seal)

(Seal)

(Seal)

Westchester Fire Insurance Company

By: Scott D. Chapman

[Handwritten signature of Scott D. Chapman]

Afforney-in-Fact



# Power of Attorney

## WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment").

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment of appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Elaine Lewis, Justin McQuinn, Kevin McQuinn, Marc V Halvorsen, Rhessa F Boulton, Rosalyn D Hassell, Scott D Chapman, all of the City of HOUSTON, Texas, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding five million dollars & zero cents (\$5,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY (this 3 day of January 2011).

WESTCHESTER FIRE INSURANCE COMPANY



*Stephen M. Haney*  
Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF PHILADELPHIA

On this 3 day of January, A.D. 2011 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation; and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
KAREN E. BRANDT, Notary Public  
City of Philadelphia, Philadelphia County  
My Commission Expires September 26, 2014

*Karen E. Brandt*  
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 17 day of October 2012



*William L. Kelly*  
William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER January 01, 2013.

**2014.12.08.18 Discussion/Action** to accept public improvements in Highland Ranch Phase I Subdivision for permanent county maintenance and to release maintenance bond posted by Dale Lowden Excavating Incorporated as security against damages or defected work for public improvements in Highland Ranch Phase I Subdivision, as provided by subsections 3.8.5(G) and 3.8.5(H) of the Caldwell County Development Ordinance. **Cost:** None; **Speaker:** Commissioner Roland/Kasi Miles/Tracy Bratton; **Backup:** 1.

# IMPORTANT NOTICE

## TO OBTAIN INFORMATION OR MAKE A COMPLAINT:

You may contact **Westchester Fire Insurance Company** for information or to make a complaint at:

**ACE USA  
Claims  
6600 E. Campus Circle East, Suite 200  
Irving, Texas 75063**

**(972) 465-7900  
(972) 465-7645 Fax**

You may contact the **Texas Department of Insurance** to obtain information on companies, coverage, rights or complaints at:

**Texas Department of Insurance  
P. O. Box 149104  
Austin, Texas 78714-9104**

**(800) 252-3439**

**ATTACH THIS NOTICE TO YOUR BOND. This notice is for information only and does not become a part or a condition of the attached document and is given to comply with Section 2253-048, Government Code, and Section 53.202, Property Code, effective September 1, 2001, . . . . .**

---

MAINTENANCE BOND

Bond K08767373

KNOW ALL BY THESE PRESENTS, That we, Dale Lowden Excavating, Inc., P.O. Box 1769, Wimberley, Texas 78676

as Principal, and Westchester Fire Insurance Company

a corporation organized under the laws of the State of Pennsylvania and duly authorized to do business in

the State of Texas, as Surety, are held and firmly bound unto Caldwell County, 110 South Main Street, Lockhart, Texas 78644

as Obligee, in the penal sum of Twenty Thousand, Five Hundred Eighty Dollars and Twenty-Five Cents (\$20,580.25)

to which payment well and truly to be made we do bind ourselves, our and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal entered into a Contract with the

Verde Ranch Development, LLC dated May 2, 2012

for Highland Ranch Subdivision - Phase 1 Street, Drainage and Utility Construction.

WHEREAS, said Contract has been completed, and was approved on 16th day of November, 2012.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the Principal shall guarantee that the work will be free of any defective materials or workmanship which became apparent during the period of Two year(s) following completion of the Contract then this obligation shall be void, otherwise to remain in full force and effect, provided however, any additional warranty or guarantee whether expressed or implied is extended by the Principal or Manufacturer only, and the Surety assumes no liability for such a guarantee.

Signed and sealed this 4th day of December, 2012.

Dale Lowden Excavating, Inc. (Seal)

Ranette Lowden V.P. (Seal)

Westchester Fire Insurance Company (Seal)

By Scott D. Chapman  
Scott D. Chapman, Attorney-in-Fact



**Power of Attorney**

**WESTCHESTER FIRE INSURANCE COMPANY**

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

RESOLVED, that the following authorizations (relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business) (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment of appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile or such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Elaine Lewis, Justin McQuain, Kevin McQuain, Marc V Halvorsen, Rhessa F Boulton, Rosalyn D Hassell, Scott D Chapman, all of the City of HOUSTON, Texas, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding five million dollars & zero cents (\$5,000,000.00) and the execution of such writings, in pursuance of these presents shall be its binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 3 day of January 2012.

WESTCHESTER FIRE INSURANCE COMPANY



*Stephen M. Haney*  
Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF PHILADELPHIA

ss. On this 3 day of January, AD. 2012 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation; and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
KAREN E. BRANDT, Notary Public  
City of Philadelphia, Phila. County  
My Commission Expires September 28, 2014

*Karen E. Brandt*  
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 4th day of December 2012.



*William L. Kelly*  
William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER January 03, 2013.

**2014.12.08.19 Discussion/Action** to release letter of credit for Verde Ranch Developments, LLC, Sunrise Meadows Subdivision Phase I in the amount of \$10,000.00 posted for the re-vegetation project. **Cost:** None; **Speaker:** Commissioner Roland/Kasi Miles/Tracy Bratton; **Backup:** 1.



# CAPITAL BANK OF TEXAS

Irrevocable Standby Letter of Credit No. 2014-0919 - 02

To: Caldwell County, Texas  
Attn: Mr. Tom Bonn, County Judge  
110 South Main Street  
Lockhart, TX 78644

Date: September 19, 2014

RE: Letter of Credit for Verde Ranch Developments, LLC, Sunrise Meadows Subdivision Phase 1

We have established this date our Irrevocable Standby Letter of Credit in the total amount of \$10,000.00 for the account of Verde Ranch Developments, LLC. We have made this commitment with the understanding that the County Judge of Caldwell County, Texas can, on behalf of the County of Caldwell, draw any part of all of the total amount when and if the County Judge determines that the re-vegetation project associated with Phase 1 of the Sunrise Meadows Subdivision is not fifty percent re-vegetated and if the developer, Verde Ranch Developments, LLC, is not actively and genuinely pursuing the re-vegetation requirements. We also understand and agree that the only requirement necessary for the drawing any part or all of the total amount of this credit is a letter of request from the County Judge of Caldwell County, Texas stating that the County of Caldwell considers such a drawing on this credit amount necessary. No further substantiation of the necessity of the draw is required by this credit.

Request for the draw of funds under this credit must be received prior to 2:00 PM on March 19, 2015, the expiration date of this credit, and we agree to honor all request within five (5) business days of presentation to the Banks main office in Carrizo Springs, Texas.

We further state and agree that this credit is irrevocable prior to the expiration date unless all parties including for all purposes, the County Judge of Caldwell County, consent to such a revocation in writing.

Capital Bank of Texas

By: 

John C. Hambrick, President

Applicant:  
Verde Ranch Developments, LLC  
9811 South IH 35, Building 3, Suite 100  
Austin, TX 78744

200 North Fifth Street  
Carrizo Springs, TX 78834



200 N. FIFTH ST.  
CARRIZO SPRINGS, TX 78834  
PH: (830) 876-5221  
24 HOUR BANK LINE  
(830) 876-5350

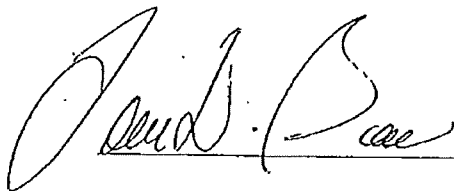
925 N. 1ST AVE.  
CRYSTAL CITY, TX 78839  
PH: (830) 374-5817  
24 HOUR BANK LINE  
(830) 374-5350



**COMMISSIONERS COURT MINUTES**  
**Regular Meeting on August 18, 2014**

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- 2014.08.18.13 Discussion/Action to approve budget amendment #2013-17 for the transfer of funds from the Caldwell County Medical Assist Team ("CCMAT") to the Emergency Management Department for swift water related equipment or support items.  
Motion made by Commissioner Muñoz, second by Commissioner Buchholtz to approve budget amendment #2013-17 for the transfer of funds from the Caldwell County Medical Assist Team ("CCMAT") to the Emergency Management Department for swift water related equipment or support items. All Voting "Aye"
- 2014.08.18.14 Discussion/Action to approve additional payment of \$5,140.59 to Texas Department of Transportation for the completion of the Caldwell County Jail Museum.  
Motion made by Commissioner Roland, second by Commissioner Muñoz to approve additional payment of \$5,140.59 to Texas Department of Transportation for the completion of the Caldwell County Jail Museum. All Voting "Aye"
- 2014.08.18.15 Discussion/Action to approve IP voiceover from vendors for Caldwell County Justice Center and Courthouse.  
Mark Hinnenkamp spoke to the Court with the two recommendations for the phone service for the new Justice Center. Motion made by Commissioner Muñoz, second by Commissioner Buchholtz to approve the Avaya plan in the amount of \$120,419.06 for the Caldwell County Justice Center and Courthouse. All Voting "Aye"
- 2014.08.18.16 Discussion/Action to approve Caldwell County's amended Subdivision and Development Fee Schedule effective August 18, 2014.  
Motion made by Commissioner Muñoz, second by Commissioner Madrigal to approve Caldwell County's amended Subdivision and Development Fee Schedule effective August 18, 2014. All Voting "Aye"
- 2014.08.18.17 Discussion/Action concerning accepting a Letter of Credit for \$10,000 for Sunrise Meadows, Phase One for 60 to 90 days concerning re-vegetation.  
Motion made by Commissioner Roland, second by Commissioner Madrigal to accepting a Letter of Credit for \$10,000 for Sunrise Meadows, Phase One for 60 to 90 days concerning re-vegetation. All Voting "Aye"
- 2014.08.18.18 Discussion/Action to review Federal Inmate Revenues.  
Sheriff Law explained the overview of the Federal Inmate Revenues and how the per diem is set. County Auditor Larry Roberson explained the dilemma with adjusting the numbers for the budget this late. Motion made by Commissioner Madrigal, second by Commissioner Roland to table this item until August 25, 2014. All Voting "Aye"
- 2014.08.18.19 Adjournment  
Motion made by Commissioner Buchholtz, second by Commissioner Muñoz to adjourn. All Voting "Aye"



TOM D. BONN, County Judge

**2014.12.08.20 Discussion/Action** to authorize the filing of a Final Plat (Short Form Procedure) for Sunrise Meadows, Phase 2A. **Cost:** None; **Speaker:** Commissioner Roland/Kasi Miles/Tracy Bratton; **Backup:** 1.

# SUNRISE MEADOWS, PHASE 2A

**ENGINEER'S CERTIFICATION:**

I, PERMANI WOLFE, A PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAN IS COMPLETE, ACCURATE AND COMPLIANT WITH THE DEVELOPMENT ORDINANCE OF CALDWELL COUNTY, TEXAS.

LOI SERVICES BY: PERMANI WOLFE (SPECIALIST) SALES/STATE AND COUNTY REGISTRARS FOR SEPTIC SYSTEMS.

PERMANI WOLFE, DATE  
 TEXAS REGISTRATION NO. 20259 • 1876 HUNTS CIRCLE  
 4303 RUSSEL DRIVE  
 AUSTIN, TEXAS 78704

**SURVEYOR'S CERTIFICATION:**

I, SCOTT A. HAIN, AM REGISTERED IN THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF LAND SURVEYING, AND DO HEREBY CERTIFY THAT THIS PLAN IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION AND THAT THE MEASUREMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

SCOTT A. HAIN, DATE  
 TEXAS REGISTRATION NO. 8295  
 SPOT ON SURVEYORS  
 1245 ELMOTT RANCH RD.  
 BLOOMINGDALE, TX 75810  
 TEXAS REGISTRATION NO. 10193594



STATE OF TEXAS § KNOWN BY ALL MEN PRESENTS  
 COUNTY OF TRAVIS §

**OWNER'S CERTIFICATION:**

I, ROBERT W. MACDONALD, II, MANAGER OF VERDE RANCH DEVELOPMENTS, L.L.C. A TEXAS L.L.C., OWNER OF 151.39 ACRES OF LAND OUT OF THE PERMITS SURVEY ABSTRACT NO. 341, IN CALDWELL COUNTY, TEXAS, BEING CONVEYED TO VERDE RANCH DEVELOPMENTS, L.L.C. BY DEED RECORDED IN BOOK 110, PAGE 291 OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS, DO HEREBY SUBMIT 4.332 ACRES OF SAID LAND WITHIN THE DEVELOPMENT ORDINANCE OF CALDWELL COUNTY, TEXAS, AND IN ACCORDANCE WITH THE PLAN SHOWN HEREON TO BE REDEVISED TO BE USED AS PHASE 2A AND DO HEREBY DELEGATE TO THE PUBLIC THE USE OF ALL RIGHTS, ALIENS, EASEMENTS, RIGHTS AND OTHER INTERESTS WITHIN SAID PLAT, SUBJECT TO ANY EASEMENT, EASE OR RESTRICTION HERETOFORE GRANTED AND NOT RELEASED.

ROBERT W. MACDONALD, II, MANAGER, DATE  
 VERDE RANCH DEVELOPMENTS, L.L.C.  
 1811 J. P. JES. HWY. 3 UNIT 100  
 AUSTIN, TEXAS 78744

STATE OF TEXAS § KNOWN BY ALL MEN PRESENTS  
 COUNTY OF TRAVIS §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED \_\_\_\_\_, AUTHORIZED AGENT OF VERDE RANCH DEVELOPMENTS, L.L.C., ON BEHALF OF SAID VERDE RANCH DEVELOPMENTS, L.L.C., KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, OR UNDER MY HAND AND SEAL OF OFFICE, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014, A.D.

NOTARY PUBLIC, DATE  
 IN AND FOR THE STATE OF \_\_\_\_\_

STATE OF TEXAS § KNOWN BY ALL MEN PRESENTS  
 COUNTY OF CALDWELL §

I, \_\_\_\_\_, COUNTY JUDGE OF CALDWELL COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAN THAT A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONERS COURT OF CALDWELL COUNTY, TEXAS, AND BY SAID COUNTY CLERK DULY EXAMINED, WERE ON THIS DAY APPROVED AND THAT AUTHORITY TO BE REGISTERED AND RECORDED IN THE PUBLIC RECORDS OF THE COUNTY CLERK OF CALDWELL COUNTY, TEXAS.

TOM BLAIR, COUNTY JUDGE, DATE  
 CALDWELL COUNTY, TEXAS

STATE OF TEXAS § KNOWN BY ALL MEN PRESENTS  
 COUNTY OF CALDWELL §

I, CAROL RO. COVE, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENTS WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE DAY OF \_\_\_\_\_, 2014, A.D. AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ IN THE PLAT RECORDS OF SAID COUNTY BY CABINET \_\_\_\_\_, SIDE \_\_\_\_\_.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN LOCKHART, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

CAROL RO. COVE, COUNTY CLERK, DATE  
 CALDWELL COUNTY, TEXAS

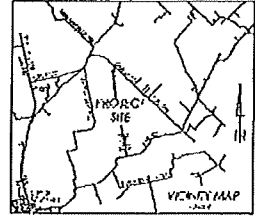
BY: \_\_\_\_\_, DEPUTY

**BASIS OF BEARINGS:**

THE BASIS OF BEARINGS OF THIS SURVEY IS THAT HEREON, IS THE TEXAS COORDINATE SYSTEM NAD83, TEXAS SOUTH CENTRAL ZONE, UTILIZING STATION OBSERVATIONS AND CORRECTIONS PERFORMED BY THE HSGS OPUS WEBSITE.

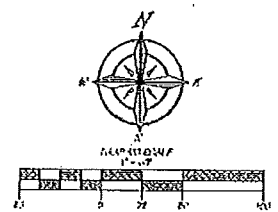
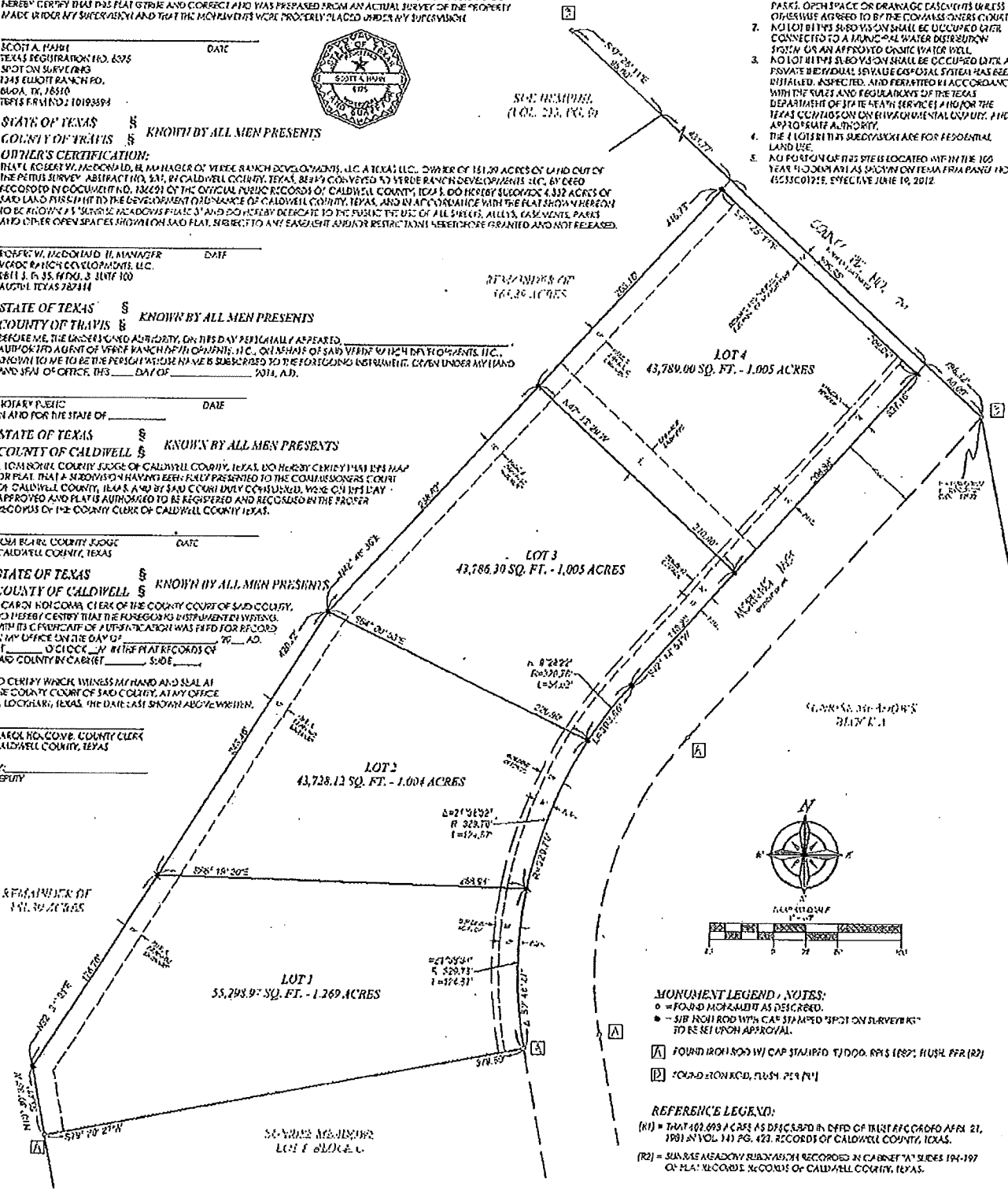
**SURVEYORS NOTE:**

ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES UNLESS OTHERWISE NOTED.



**PLAT NOTES:**

1. THE COUNTY IS NOT RESPONSIBLE FOR MAINTENANCE OF PARK, OPEN SPACE OR DRAINAGE EASEMENTS UNLESS OTHERWISE AGREED TO BY THE COMMISSIONERS COURT.
2. NO LOT WITH THESE SUBDIVISIONS SHALL BE OCCUPIED OR CONNECTED TO A MUNICIPAL WATER DISTRIBUTION SYSTEM OR AN APPROVED DOMESTIC WATER WELL.
3. NO LOT WITH THESE SUBDIVISIONS SHALL BE OCCUPIED UNTIL A PRIVATE SEWERAGE DISPOSAL SYSTEM HAS BEEN INSTALLED, INSPECTED, AND PERMITTED BY ACCORDANCE WITH THE RULES AND REGULATIONS OF THE TEXAS DEPARTMENT OF STATE HEALTH (SERVICE) AND/OR THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY, AND APPROPRIATE AGENCIES.
4. THE 1 LOTS WITH THESE SUBDIVISIONS ARE FOR RESIDENTIAL LAND USE.
5. NO PORTION OF THIS SITE IS LOCATED WITHIN THE 100 YEAR FLOODPLAIN AS SHOWN ON TEXAS FLOODING MAP NO. 45330C012E, EFFECTIVE JUNE 10, 2012.



- MONUMENT LEGEND / NOTES:**
- = FOUND MONUMENT AS DESCRIBED.
  - = SUB IRON ROD WITH CAP STAMPED "SPOT ON SURVEYORS" TO BE SET UPON APPROVAL.
  - [A] FOUND IRON ROD W/ CAP STAMPED "T/DOD, R/S 1 (82) HUSH, PFR (R2)
  - [B] FOUND IRON ROD, FLUSH, PFR (R1)

- REFERENCE LEGEND:**
- (R1) = THAT 102,693 A CASE AS DESCRIBED IN DEED OF TRUST REC'D FROM APR 21, 1981 IN VOL. 141 PG. 423 RECORDS OF CALDWELL COUNTY, TEXAS.
  - (R2) = BUNN'S MEADOWS SUBDIVISION RECORDED IN CABINET "A" SLICES 194-197 OF PLAT RECORDS OF CALDWELL COUNTY, TEXAS.

VERDE RANCH DEVELOPMENTS, LLC

9811 S IH 35 BLDG 3 STE 100  
AUSTIN, TX 78744

2435

88-794/1119

DATE 11/13/14

PAY TO THE ORDER OF Caldwell County \$ 400.<sup>00</sup>  
Four hundred and 00/100 DOLLARS

HORIZON BANK

FOR Plat

*[Handwritten Signature]*



CALDWELL COUNTY SANITATION DEPT.

405 E. MARKET  
LOCKHART, TEXAS 78644  
(512) 398-1803

4828

DATE 12-2-14

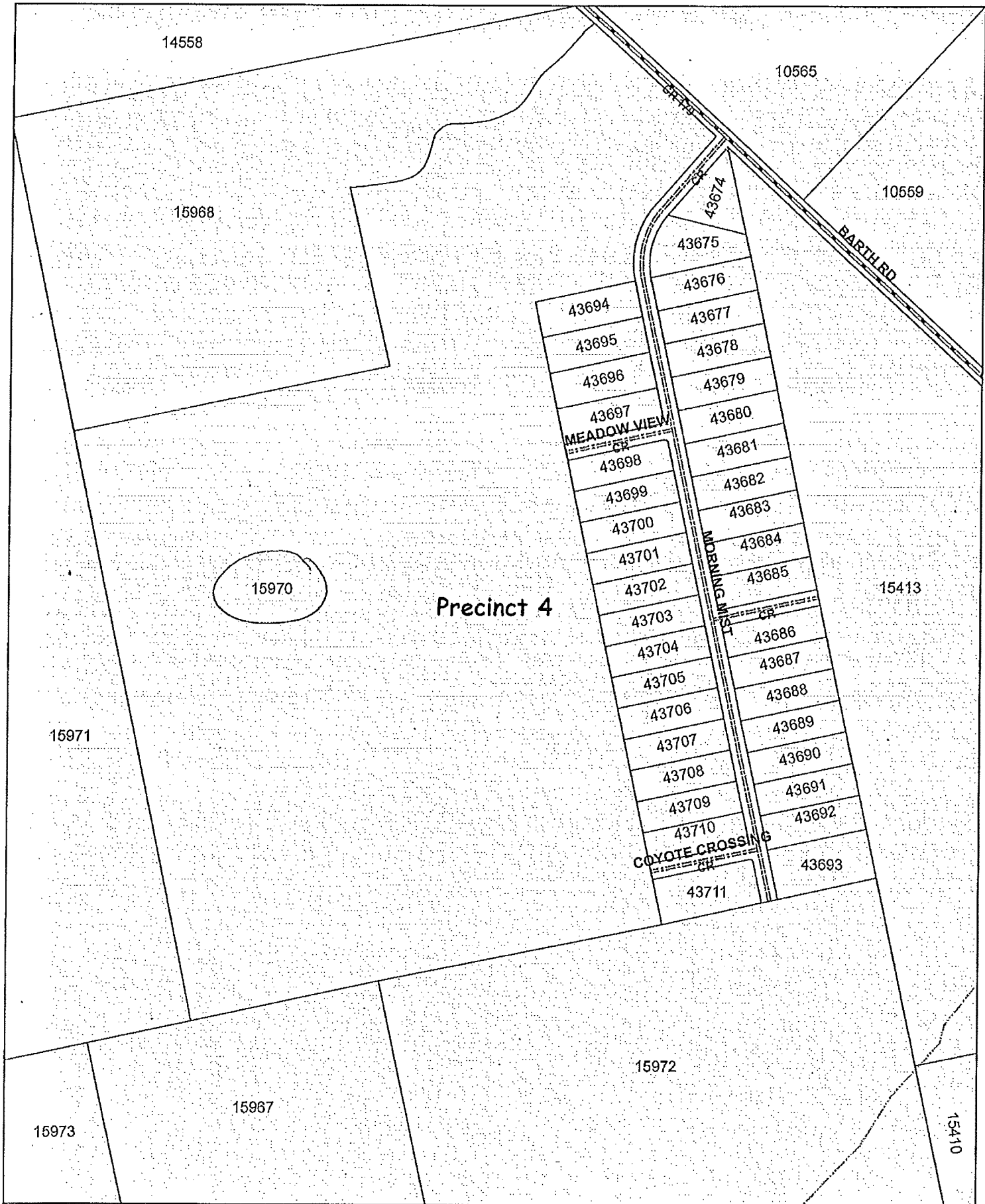
RECEIVED FROM Verde Ranch Development \$ 400.<sup>00</sup>  
Four hundred dollars & no/100 DOLLARS  
FOR Short term Plat - Sunrise Meadows, Phase 2A

Thank You

AMOUNT OF ACCOUNT		
THIS PAYMENT	400.00	
BALANCE DUE	0	

- CASH
- CHECK
- M.O.

BY Kasi L. Miles



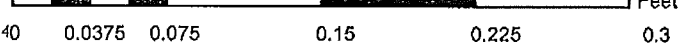
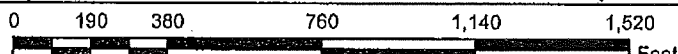
Precinct 4

This map is being provided as a courtesy and should only be used as a general guide. It is not a guarantee of location, configuration, size or title. No warranty is expressed or implied to any user for any purpose.

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

Additionally, this document does not purport to authorize entry onto privately owned property.

Date Printed:  
Tuesday, December 02, 2014





# Caldwell CAD

## Property Search Results > 15970 VERDE RANCH DEVELOPMENTS LLC for Year 2015

### Property

#### Account

Property ID: 15970      Legal Description: A231 PETTUS, EDWARD, ACRES 113.98  
 Geographic ID: 0002231-108-200-00      Agent Code:  
 Type: Real  
 Property Use Code:  
 Property Use Description:

#### Location

Address: BARTH RD      Mapsco: 03-308  
 LOCKHART, TX 78644  
 Neighborhood: LOCKHART ISD RURAL NORTHEAST      Map ID: F5  
 Neighborhood CD: 6702

#### Owner

Name: VERDE RANCH DEVELOPMENTS LLC      Owner ID: 158940  
 Mailing Address: 9811 S IH 35      % Ownership: 100.000000000000%  
 BLDG 3 #100  
 AUSTIN, TX 78744-7929

Exemptions:

### Values

(+) Improvement Homesite Value: +      N/A  
 (+) Improvement Non-Homesite Value: +      N/A  
 (+) Land Homesite Value: +      N/A  
 (+) Land Non-Homesite Value: +      N/A      Ag / Timber Use Value  
 (+) Agricultural Market Valuation: +      N/A      N/A  
 (+) Timber Market Valuation: +      N/A      N/A

---

(=) Market Value: =      N/A  
 (-) Ag or Timber Use Value Reduction: -      N/A

---

(=) Appraised Value: =      N/A  
 (-) HS Cap: -      N/A

---

(=) Assessed Value: =      N/A

### Taxing Jurisdiction

Owner: VERDE RANCH DEVELOPMENTS LLC  
 % Ownership: 100.000000000000%  
 Total Value: N/A

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	Caldwell Appraisal District	N/A	N/A	N/A	N/A
CHES1	Caldwell-Hays ESD 1	N/A	N/A	N/A	N/A
FTM	Farm to Market Road	N/A	N/A	N/A	N/A
GCA	Caldwell County	N/A	N/A	N/A	N/A
SLH	Lockhart ISD	N/A	N/A	N/A	N/A
WPC	Plum Creek Conservation District	N/A	N/A	N/A	N/A

12/2/2014

Caldwell CAD - Property Details

WUG	Plum Creek Underground Water	N/A	N/A	N/A	N/A
Total Tax Rate:		N/A			
				Taxes w/Current Exemptions:	N/A
				Taxes w/o Exemptions:	N/A

Improvement / Building

No improvements exist for this property.

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	NHS	NON HOMESITE	113.9800	4964968.80	0.00	0.00	N/A	N/A

Roll Value History


Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2015	N/A	N/A	N/A	N/A	N/A	N/A
2014	\$0	\$266,810	0	266,810	\$0	\$266,810
2013	\$0	\$266,920	8,590	8,590	\$0	\$8,590
2012	\$0	\$266,920	8,640	8,640	\$0	\$8,640
2011	\$0	\$266,920	10,160	10,160	\$0	\$10,160
2010	\$0	\$247,100	10,210	10,210	\$0	\$10,210
2009	\$0	\$247,100	9,690	9,690	\$0	\$9,690
2008	\$0	\$247,150	9,230	9,230	\$0	\$9,230
2007	\$0	\$215,440	8,160	8,160	\$0	\$8,160
2006	\$0	\$215,440	7,760	7,760	\$0	\$7,760
2005	\$0	\$188,260	7,530	7,530	\$0	\$7,530
2004	\$0	\$188,260	7,990	7,990	\$0	\$7,990
2003	\$0	\$188,270	8,210	8,210	\$0	\$8,210
2002	\$0	\$177,440	8,410	8,410	\$0	\$8,410
2001	\$0	\$213,130	11,450	11,450	\$0	\$11,450
2000	\$0	\$197,970	11,240	11,240	\$0	\$11,240
1999	\$0	\$215,260	14,190	14,190	\$0	\$14,190
1998	\$0	\$200,270	13,630	13,630	\$0	\$13,630
1997	\$0	\$162,800	15,180	15,180	\$0	\$15,180
1996	\$0	\$142,200	15,180	15,180	\$0	\$15,180
1995	\$0	\$116,150	15,740	15,740	\$0	\$15,740
1994	\$0	\$121,770	17,420	17,420	\$0	\$17,420
1993	\$0	\$112,410	15,920	15,920	\$0	\$15,920

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	11/11/2013	WD/VL	WARRANTY DEED WITH VENDORS LIEN	GRIFFIN HASKELL F JR & JENNIFER	VERDE RANCH DEVELOPMENTS LLC			136601
2		OT	OTHER - ALL BLANK FIELDS FROM CONVERSION	DAILEY CHARLES F ETAL	PENCE BERT	451	136	0
3		OT	OTHER - ALL BLANK FIELDS FROM CONVERSION	PENCE BERT	GRIFFIN HASKELL F JR & JENNIFER	1,159	253,281	0

Tax Due

Property Tax Information as of 11/03/2014

Amount Due If Paid on: 

Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount / Penalty & Interest	Attorney Fees	Amount Due
2014	Caldwell-Hays ESD 1	\$266,810	\$266.81	\$0.00	\$266.81	\$0.00	\$0.00	\$266.81
2014	Farm to Market Road	\$266,810	\$0.27	\$0.00	\$0.27	\$0.00	\$0.00	\$0.27
2014	Caldwell County	\$266,810	\$1842.32	\$0.00	\$1842.32	\$0.00	\$0.00	\$1842.32
2014	Lockhart ISD	\$266,810	\$3812.98	\$0.00	\$3812.98	\$0.00	\$0.00	\$3812.98
2014	Plum Creek Conservation District	\$266,810	\$58.70	\$0.00	\$58.70	\$0.00	\$0.00	\$58.70
2014	Plum Creek Underground Water	\$266,810	\$58.70	\$0.00	\$58.70	\$0.00	\$0.00	\$58.70
	<b>2014 TOTAL:</b>		<b>\$6039.78</b>	<b>\$0.00</b>	<b>\$6039.78</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$6039.78</b>
	<b>VERDE RANCH DEVELOPMENTS LLC TOTAL:</b>		<b>\$6039.78</b>	<b>\$0.00</b>	<b>\$6039.78</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$6039.78</b>
2013	Caldwell-Hays ESD 1	\$8,590	\$8.59	\$8.59	\$0.00	\$0.00	\$0.00	\$0.00
2013	Farm to Market Road	\$8,590	\$0.01	\$0.01	\$0.00	\$0.00	\$0.00	\$0.00
2013	Caldwell County	\$8,590	\$59.32	\$59.32	\$0.00	\$0.00	\$0.00	\$0.00
2013	Lockhart ISD	\$8,590	\$101.32	\$101.32	\$0.00	\$0.00	\$0.00	\$0.00
2013	Plum Creek Conservation District	\$8,590	\$1.89	\$1.89	\$0.00	\$0.00	\$0.00	\$0.00
2013	Plum Creek Underground Water	\$8,590	\$1.89	\$1.89	\$0.00	\$0.00	\$0.00	\$0.00
	<b>2013 TOTAL:</b>		<b>\$173.02</b>	<b>\$173.02</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2012	Caldwell-Hays ESD 1	\$8,640	\$8.64	\$8.64	\$0.00	\$0.00	\$0.00	\$0.00
2012	Farm to Market Road	\$8,640	\$0.01	\$0.01	\$0.00	\$0.00	\$0.00	\$0.00
2012	Caldwell County	\$8,640	\$59.67	\$59.67	\$0.00	\$0.00	\$0.00	\$0.00
2012	Lockhart ISD	\$8,640	\$102.54	\$102.54	\$0.00	\$0.00	\$0.00	\$0.00
2012	Plum Creek Conservation District	\$8,640	\$1.81	\$1.81	\$0.00	\$0.00	\$0.00	\$0.00
2012	Plum Creek Underground Water	\$8,640	\$1.81	\$1.81	\$0.00	\$0.00	\$0.00	\$0.00
	<b>2012 TOTAL:</b>		<b>\$174.48</b>	<b>\$174.48</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2011	Caldwell-Hays ESD 1	\$10,160	\$10.16	\$10.16	\$0.00	\$0.00	\$0.00	\$0.00
2011	Farm to Market Road	\$10,160	\$0.01	\$0.01	\$0.00	\$0.00	\$0.00	\$0.00
2011	Caldwell County	\$10,160	\$70.19	\$70.19	\$0.00	\$0.00	\$0.00	\$0.00
2011	Lockhart ISD	\$10,160	\$120.72	\$120.72	\$0.00	\$0.00	\$0.00	\$0.00
2011	Plum Creek Conservation District	\$10,160	\$2.03	\$2.03	\$0.00	\$0.00	\$0.00	\$0.00
2011	Plum Creek Underground Water	\$10,160	\$2.03	\$2.03	\$0.00	\$0.00	\$0.00	\$0.00
	<b>2011 TOTAL:</b>		<b>\$205.14</b>	<b>\$205.14</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2010	Caldwell-Hays ESD 1	\$10,210	\$10.21	\$10.21	\$0.00	\$0.00	\$0.00	\$0.00
2010	Farm to Market Road	\$10,210	\$0.01	\$0.01	\$0.00	\$0.00	\$0.00	\$0.00
2010	Caldwell County	\$10,210	\$70.54	\$70.54	\$0.00	\$0.00	\$0.00	\$0.00
2010	Lockhart ISD	\$10,210	\$121.99	\$121.99	\$0.00	\$0.00	\$0.00	\$0.00
2010	Plum Creek Conservation District	\$10,210	\$1.99	\$1.99	\$0.00	\$0.00	\$0.00	\$0.00
2010	Plum Creek Underground Water	\$10,210	\$1.99	\$1.99	\$0.00	\$0.00	\$0.00	\$0.00
	<b>2010 TOTAL:</b>		<b>\$206.73</b>	<b>\$206.73</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2009	Caldwell-Hays ESD 1	\$9,690	\$9.69	\$9.69	\$0.00	\$0.00	\$0.00	\$0.00
2009	Farm to Market Road	\$9,690	\$0.02	\$0.02	\$0.00	\$0.00	\$0.00	\$0.00
2009	Caldwell County	\$9,690	\$66.94	\$66.94	\$0.00	\$0.00	\$0.00	\$0.00
2009	Lockhart ISD	\$9,690	\$119.19	\$119.19	\$0.00	\$0.00	\$0.00	\$0.00
2009	Plum Creek Conservation District	\$9,690	\$1.79	\$1.79	\$0.00	\$0.00	\$0.00	\$0.00
2009	Plum Creek Underground Water	\$9,690	\$1.79	\$1.79	\$0.00	\$0.00	\$0.00	\$0.00
	<b>2009 TOTAL:</b>		<b>\$199.42</b>	<b>\$199.42</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2008	Caldwell-Hays ESD 1	\$9,230	\$9.23	\$9.23	\$0.00	\$0.00	\$0.00	\$0.00
2008	Farm to Market Road	\$9,230	\$0.03	\$0.03	\$0.00	\$0.00	\$0.00	\$0.00
2008	Caldwell County	\$9,230	\$63.75	\$63.75	\$0.00	\$0.00	\$0.00	\$0.00
2008	Lockhart ISD	\$9,230	\$112.83	\$112.83	\$0.00	\$0.00	\$0.00	\$0.00
2008	Plum Creek Conservation District	\$9,230	\$1.66	\$1.66	\$0.00	\$0.00	\$0.00	\$0.00

12/2/2014

Caldwell CAD - Property Details

2008	Plum Creek Underground Water	\$9,230	\$1.66	\$1.66	\$0.00	\$0.00	\$0.00	\$0.00
<b>2008 TOTAL:</b>			<b>\$189.16</b>	<b>\$189.16</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2007	Farm to Market Road	\$8,160	\$0.03	\$0.03	\$0.00	\$0.00	\$0.00	\$0.00
2007	Caldwell County	\$8,160	\$55.76	\$55.76	\$0.00	\$0.00	\$0.00	\$0.00
2007	Lockhart ISD	\$8,160	\$98.08	\$98.08	\$0.00	\$0.00	\$0.00	\$0.00
2007	Plum Creek Conservation District	\$8,160	\$1.45	\$1.45	\$0.00	\$0.00	\$0.00	\$0.00
2007	Plum Creek Underground Water	\$8,160	\$1.47	\$1.47	\$0.00	\$0.00	\$0.00	\$0.00
<b>2007 TOTAL:</b>			<b>\$156.79</b>	<b>\$156.79</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2006	Farm to Market Road	\$7,760	\$0.04	\$0.04	\$0.00	\$0.00	\$0.00	\$0.00
2006	Caldwell County	\$7,760	\$49.91	\$49.91	\$0.00	\$0.00	\$0.00	\$0.00
2006	Lockhart ISD	\$7,760	\$119.50	\$119.50	\$0.00	\$0.00	\$0.00	\$0.00
2006	Plum Creek Conservation District	\$7,760	\$1.33	\$1.33	\$0.00	\$0.00	\$0.00	\$0.00
2006	Plum Creek Underground Water	\$7,760	\$1.36	\$1.36	\$0.00	\$0.00	\$0.00	\$0.00
<b>2006 TOTAL:</b>			<b>\$172.14</b>	<b>\$172.14</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2005	Farm to Market Road	\$7,530	\$0.05	\$0.05	\$0.00	\$0.00	\$0.00	\$0.00
2005	Caldwell County	\$7,530	\$47.37	\$47.37	\$0.00	\$0.00	\$0.00	\$0.00
2005	Lockhart ISD	\$7,530	\$127.26	\$127.26	\$0.00	\$0.00	\$0.00	\$0.00
2005	Plum Creek Conservation District	\$7,530	\$1.30	\$1.30	\$0.00	\$0.00	\$0.00	\$0.00
2005	Plum Creek Underground Water	\$7,530	\$1.42	\$1.42	\$0.00	\$0.00	\$0.00	\$0.00
<b>2005 TOTAL:</b>			<b>\$177.40</b>	<b>\$177.40</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2004	Farm to Market Road	\$7,990	\$0.06	\$0.06	\$0.00	\$0.00	\$0.00	\$0.00
2004	Caldwell County	\$7,990	\$47.82	\$47.82	\$0.00	\$0.00	\$0.00	\$0.00
2004	Lockhart ISD	\$7,990	\$126.94	\$126.94	\$0.00	\$0.00	\$0.00	\$0.00
2004	Plum Creek Conservation District	\$7,990	\$1.32	\$1.32	\$0.00	\$0.00	\$0.00	\$0.00
2004	Plum Creek Underground Water	\$7,990	\$1.51	\$1.51	\$0.00	\$0.00	\$0.00	\$0.00
<b>2004 TOTAL:</b>			<b>\$177.65</b>	<b>\$177.65</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2003	Farm to Market Road	\$8,210	\$0.07	\$0.07	\$0.00	\$0.00	\$0.00	\$0.00
2003	Caldwell County	\$8,210	\$46.52	\$46.52	\$0.00	\$0.00	\$0.00	\$0.00
2003	Lockhart ISD	\$8,210	\$120.31	\$120.31	\$0.00	\$0.00	\$0.00	\$0.00
2003	Plum Creek Conservation District	\$8,210	\$1.44	\$1.44	\$0.00	\$0.00	\$0.00	\$0.00
2003	Plum Creek Underground Water	\$8,210	\$1.64	\$1.64	\$0.00	\$0.00	\$0.00	\$0.00
<b>2003 TOTAL:</b>			<b>\$169.98</b>	<b>\$169.98</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2002	Farm to Market Road	\$8,410	\$0.08	\$0.08	\$0.00	\$0.00	\$0.00	\$0.00
2002	Caldwell County	\$8,410	\$45.41	\$45.41	\$0.00	\$0.00	\$0.00	\$0.00
2002	Lockhart ISD	\$8,410	\$121.03	\$121.03	\$0.00	\$0.00	\$0.00	\$0.00
2002	Plum Creek Conservation District	\$8,410	\$1.47	\$1.47	\$0.00	\$0.00	\$0.00	\$0.00
<b>2002 TOTAL:</b>			<b>\$167.99</b>	<b>\$167.99</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>GRIFFIN HASKELL F JR &amp; JENNIFER TOTAL:</b>			<b>\$2169.90</b>	<b>\$2169.90</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>GRAND TOTAL (ALL OWNERS):</b>			<b>\$8209.68</b>	<b>\$2169.90</b>	<b>\$6039.78</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$6039.78</b>

NOTE: Penalty & Interest accrues every month on the unpaid tax and is added to the balance. Attorney fees may also increase your tax liability if not paid by July 1. If you plan to submit payment on a future date, make sure you enter the date and RECALCULATE to obtain the correct total amount due.

Questions Please Call (512) 398-5550

This year is not certified and ALL values will be represented with "N/A".

Valsoft version: 3.2.2.7

Database last updated on: 11/17/2014 03:23 PM

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**2014.12.08.21 Discussion/Action** to approve Resolution #20-2014 concerning the support of Commissioners Court for proposed legislation regarding the creation of Cotton Center Municipal Utility District No. 1. **Cost:** None; **Speaker:** Commissioner Madrigal; **Backup:** 1.



**RESOLUTION #20-2014**

**RESOLUTION OF SUPPORT BY THE COMMISSIONER'S COURT OF CALDWELL COUNTY, TEXAS**

WHEREAS, the County Commissioners Court (the "*Commissioners Court*") of Caldwell County, Texas (the "*County*") has been requested to support proposed legislation regarding the creation of Cotton Center Municipal Utility District No. 1 (the "*District*"), a proposed conservation and reclamation district proposed to be located within the County; and

WHEREAS, the Commissioner's Court has been advised that creation of the District is of importance to the improvement and development of the land within the District, the County, and the ETJ of City of San Marcos; and

WHEREAS, this District will provide for the extension of water, wastewater and drainage services to currently undeveloped land within the County; the construction of roadways within that currently undeveloped land, and the preservation of natural resources within the County, and the Commissioner's Court believes that all of the land proposed to be included within the District would be benefited by the works and projects to be accomplished by the District; and

WHEREAS, the Commissioner's Court has determined the creation of the District to provide water, wastewater and drainage facilities to serve the land within the District, and the construction of roadways, and development of land within the District will increase the tax base of the County, which will be of economic benefit to the citizens of the County;

NOW, THEREFORE, BE IT RESOLVED that the Commissioner's Court of Caldwell County, Texas supports creation of Cotton Center Municipal Utility District No. 1 and adopts this Resolution consenting to and supporting such legislation.

BE IT FURTHER RESOLVED that a copy of this Resolution be entered in the minutes of this Court and that a copy of this Resolution be delivered to State Senator Judith Zaffirini and State Representative Tim Kleinschmidt, and to any member of the public desiring a copy of the same.

PASSED, ADOPTED AND APPROVED this 8<sup>th</sup> day of December, 2014, at an open meeting, public notice of which was given as required by the Open Meetings Act, Chapter 551, Texas Government Code.

\_\_\_\_\_  
Tom D. Bonn, County Judge

\_\_\_\_\_  
Alfredo R. Muñoz, Commissioner Precinct 1

\_\_\_\_\_  
Fred Buchholtz, Commissioner Precinct 2

\_\_\_\_\_  
Neto Madrigal, Commissioner Precinct 3

\_\_\_\_\_  
Joe I. Roland, Commissioner Precinct 4

Attest:

\_\_\_\_\_  
Carol Holcomb, County Clerk





**LEGEND**

- RESIDENTIAL (RES)
- MULTIFAMILY (MF)
- PARKS
- SCHOOLS
- COMMERCIAL (COMM)
- OFFICE
- INDUSTRIAL (IND)
- PUBLIC WORKS (PW)
- FLOOD PLAIN
- OPEN SPACE / DRAINAGE

**Land Use Key**

Land Use Designation	Units	% of Total Units	Acres	% of Total Area
<b>Single Family</b>				
Single Family (SF)	8,800	77%	1,150	43%
<b>MULTIFAMILY (For Lessee)</b>				
APF	2,800	23%	78	3%
<b>Residential Totals</b>	<b>8,800</b>	<b>100%</b>	<b>1,228</b>	<b>53%</b>
<b>Parks</b>				
Neighborhood Park (PARK)			35	2%
<b>Schools</b>				
Elementary School (ELEM)			32	1%
Middle School (MIDDLE)			27	1%
<b>Commercial/Industrial</b>				
Commercial (COM)			70	3%
Regional Commercial (REG COM)			87	2%
Office (OFFICE)			52	2%
Industrial (IND)			220	9%
<b>Commercial/Industrial</b>				
Public Works (PW)			5	0%
Power Easement (ESMPT)			46	2%
Passes/Drainage/Flood			228	10%
Passes/Basins (FLOOD)			258	11%
<b>Spine Roads</b>				
RD			80	3%
<b>Totals</b>	<b>8,800</b>	<b>100%</b>	<b>2,338</b>	<b>100%</b>

**2014.12.08.22 Discussion/Action** to assign Judge Pro-Tem for the 2015 year. **Cost: None; Speaker: Judge Bonn; Backup: None.**

**2014.12.08.23 Discussion/Action**  
concerning the Burn Ban for Caldwell  
County. **Cost:** None; **Speaker:** Judge  
Bonn/Martin Ritchey; **Backup:** None.

**2014.12.08.24 Discussion/Action**

regarding occupancy of Caldwell County buildings. **Cost:** None; **Speaker:** Judge Bonn; **Backup:** 1.

## Marie Cavanagh

---

**From:** James Turner <james.turner@co.caldwell.tx.us>  
**Sent:** Tuesday, December 02, 2014 8:19 AM  
**To:** 'Marie Cavanagh'  
**Cc:** 'Tom Bonn'; 'Curtis Weber'  
**Subject:** Caldwell County Buildings

### Caldwell County Buildings

#### 100 E Market

1<sup>st</sup> floor Tax Office has 2 offices Darla Law assigned by commissioner's court and Lori Rangel assigned by Judge Tom Bonn.

2<sup>nd</sup> floor is Adult probation which has 10 offices assigned by Gary Howard

#### 312 San Antonio

Juvenile Probation has 8 offices assigned by Jay Monkerud

#### 110 S Brazos

Justice of Peace 1 has 3 offices assigned by the JP

#### 405 E Market

Game Wardens, Carts, Veterans' Affairs, Environmental, Contables pct 4, Commissioners Court all assigned by Commissioners Court. Justice of Peace 2 has 2 offices assigned by JP. Deputy constables pct 4 and constables pct 4 unknown who assigned.

#### 201 San Antonio

Justice Center has District Clerk office unknown how assigned, District Attorneys has 12 offices assigned by DA administrator, District Judge 22<sup>nd</sup> and 207<sup>th</sup> assigned by Judge. District Judge 421<sup>st</sup> assigned by Judge.

#### 1403 Blackjack

Scott Annex has County Extension has 3 offices assigned by Commissioners Court, Emergency Management unknown who assigned, Elections office assigned by Judge Tom Bonn.

#### 110 S Main

1<sup>st</sup> floor Courthouse Judge Jarrett assigned by Judge, County Clerks records and courts division and County Clerk assigned by Commissioners Court, Probate and Civil office.

2<sup>nd</sup> floor County Judge has 2 offices assigned by Judge, Assistant to Commissioners Court assigned by Commissioners Court.

3<sup>rd</sup> floor Human Resources has 2 offices, County Auditors has 2 offices all assigned by Commissioners Court.

1700 FM 2720

Unit Road has 2 offices and the Sanitation Department all assigned by Commissioners Court.

505 E Fannin Luling Texas

Justice of Peace has 2 offices, Tax office, DPS, and Adult Probation all assigned by Commissioners Court.



**2014.12.08.25 Discussion/Action** to approve the Caldwell County Employee Manual. **Cost:** None; **Speaker:** Judge Bonn/Deborah Kortan; **Backup:** 1.



**CALDWELL COUNTY**  
**EMPLOYEE HANDBOOK**

**Effective January 2015**

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## IMPORTANT TELEPHONE NUMBERS FOR CALDWELL COUNTY EMPLOYEES

Adult Probation	512.398.4431
Auditor's Office	512.398.1801
Building Maintenance	512.738.1508
Code Investigator	512.398.1836
Constables	
Pct. 1	512.738.0872
Pct. 2	830.351.0702
Pct. 3	512.738.0877
Pct. 4	512.738.0893
County Clerk	512.398.1824
County Commissioners	
Pct. 1	512.461.1101
Pct. 2	210.745.1904
Pct. 3	512.227.5904
Pct. 4	512.738.2172
County Court Judge	512.398.6527
County Extension Agent	512.398.3122
County Judge	512.376.1779
Judge's Office	512.398.1808
District Attorney	512.398.1811
District Clerk	512.398.1806
District Court	512.398.1807
DPS	512.398.6777
Emergency Management	512.398.1822
Human Resources	
Payroll	512.398.4108
Employee Assistance Program (EAP)	888.293.6948
TCDRS	800.823.7782
Blue Cross / Blue Shield	800.521.2227
Dental Select	800.999.9789
National Family Care	800.527.0996
Nationwide	877.677.3678
Dearborn	800.348.4512

Information Technology	512.995.0519
Justice of the Peace	
Pct. 1	512.398.1820
Pct. 2	830.875.5260
Pct. 3	512.357.6729
Pct. 4	512.398.1841
Juvenile Probation	512.398.5400
Sanitation	512.398.1803
Sheriff	512.398.6777
Tax Office	512.398.1830
Treasurer	512.398.1800
Unit Road	512.398.7269
Veteran Services	512.398.6492

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## **1.02 WELCOME**

Welcome to Caldwell County. We hope that you will find public service a very rewarding career.

Since we are also taxpayers, we expect the highest quality of service from our government. As public servants, our objective is to provide the best possible service to the citizens of the County in a fair, efficient, and courteous manner. Your job is important to that overall success.

As a County employee, your ultimate responsibility is the citizens of Caldwell County. A County Government's successful service to its citizens can only be judged by the service rendered by its employees; do the best job that you can. Caldwell County can be a great place to work, if each of us maintains the proper attitude, concentrates on our performance, and remembers our responsibilities toward our County residents.

## **1.03 INTRODUCTION**

We have written this Handbook to answer questions that employees of Caldwell County ("the County") may have concerning the county and its policies. Please read it thoroughly and retain it for future reference. This handbook supersedes all prior policies or procedures as to the subjects addressed in this handbook.

The rights, privileges, duties, responsibilities, and benefits of Caldwell County employees are determined and set forth in various provisions of the Texas Local Government Code and official policies adopted by the Commissioners Court. In the event that an employee is provided information concerning any matters addressed herein, which is in conflict with the provisions of this handbook, the provisions of the handbook and/or appropriate regulation or procedure will govern.

While every effort has been made to ensure that the information in the handbook accurately reflects the pertinent laws, ordinances, regulations, and policies as of the time of publication, provisions may be changed or canceled at any time. Employees are responsible for keeping themselves informed of changes in those laws, ordinances, regulations, and policies. Your department may have additional specific workplace policies and procedures that govern your employment. Be sure to check with your supervisor or department head to see which additional policies, if any, are applicable to you. Should you have any questions regarding any policies, please ask your supervisor or the Human Resources Department.

Texas is an "Employment At-Will" state and as an employee of Caldwell County, you have the right to terminate your employment at any time. Caldwell County retains the right to terminate your employment at any time, with or without notice, for any legal reason or no reason. The County also returns the right to change any terms, conditions, benefits, or privileges of employment at any time without notice.



This Handbook is not a contract guaranteeing employment for any specific duration. Please understand that no elected official or department head of the County other than the Commissioners Court has the authority to enter into any agreement with you for employment for any specified period or to make any promises or commitments contrary to the foregoing. Further, any employment agreement entered into by you and the Commissioners Court shall not be enforceable unless it is in writing. We wish you the best of luck and success in your position and hope that your employment relationship with the County will be a rewarding experience.

(Note that in drafting this Employee Handbook, we have avoided the use of specific gender pronouns wherever possible; however, where such avoidance would have led to very awkward sentences, we have used the masculine pronoun, and this use should be considered to refer to both genders.)

#### **1.04 Equal Employment Opportunity**

The County provides equal employment opportunities to all employees and applicants for employment without regard to race, color, religion, sex, national origin, age, or disability in accordance with applicable federal and state laws. In addition, the County complies with applicable state and local laws governing nondiscrimination in employment in every location in which the County has facilities. This policy applies to all terms and conditions of employment, including, but not limited to: hiring, placement, promotion, demotions, discipline, termination, layoff, recall, transfers, leave of absence, compensation, and training.

#### **1.05 County Government Structure**

Caldwell County's government organization is established by the Constitution of the State of Texas and by state statutes. Its operations are governed by state and federal law and by actions of the Commissioners Court.

##### **1.05.1 Commissioners Court**

The Commissioners Court consists of four County Commissioners; each elected by the voters of a Commissioners' precinct, and County Judge, elected by all of the voters of the County. Officials are elected for a four-year term of public service.

The Commissioners Court is the chief policy, administration or executive branch of the County Government. Among its many functions, the Court:

- Sets the tax rate
- Adopts the annual budget

- Approves new programs or changes existing ones
- Adopts regulations and policies
- Approves and manages County facilities

The Court carries out these and other specific duties by meeting in regular sessions. Decisions of the Court require a majority vote.

### **1.05.2 County Operations**

County operations are conducted through departments; each administered by an elected public official or an appointed department head.

### **1.05.3 Independent Elected Officials**

While the Commissioners Court have the wider range of authority, in some areas, state law gives greater authority to other elected officials. These elected officials – whether they are judges, the Tax Assessor-Collector, County Clerk, Constables, or the County Sheriff, etc., - are directly responsible to the voters for performing the duties assigned to their offices.

### **1.06 Requests for Information**

Public Information Act/Open Records Act Requests: Public Information Act requests or Open Records Requests must be in writing and shall be immediately forwarded either to the elected official, County Attorney or Department Head who is the official record keeper for the office. The information must be collected by the office or department that is the official record holder of the information. Any requests where an exception to disclosure will be sought should be promptly forwarded to the County Attorney's Office to prepare the brief for the Attorney General's Office.

Any information that is not confidential by law or where an exception to disclosure has not been sought will be released in accordance with the Public Information Act.

## **EMPLOYMENT RIGHTS AND POLICIES**

### **2.01 Orientation Program**

During your first few days of employment, you will participate in an orientation program conducted by the Human Resources Department and various members of your department, including your supervisor.

During this program, you will receive important information regarding the performance requirements of your position, basic County policies, your compensation, and benefit programs, plus other information necessary to acquaint you with your job and the County. You will also be asked to complete all necessary paperwork at this time, such as medical benefit plan enrollment forms, beneficiary designation forms, and appropriate federal, state, and local tax forms. At this time, you will be required to present the County with information establishing your identity and your eligibility to work in the United States in accordance with applicable federal law.

Please use this orientation program to familiarize yourself with the County and our policies and benefits. We encourage you to ask any questions you may have during this program so that you will understand all the guidelines that affect and govern your employment relationship with us.

## **2.02 Your Supervisor**

Each employee will have one or more supervisors. You should consult with each supervisor and keep each supervisor informed under the requirements of this Handbook. (Note that the singular form of the word “supervisor” in this Handbook includes circumstances where an employee has multiple supervisors.) Although you will often work with or for your immediate supervisor, you will also work with or for others in the County, on a regular basis, or from time to time.

## **2.03 Personnel Files**

Personnel records containing information on each County employee will be maintained to document employment-related decisions, evaluate and assess policies, comply with state and federal government recordkeeping and reporting requirements, and to assure efficient personnel administration. Following is a list of personnel materials that should be kept in personnel files:

- Original application for employment/resume;
- Letters of commendation;
- Disciplinary letters, forms, notes, etc...;
- Appraisal/evaluation forms
- Employee history (cost of living increases, promotions, transfers);
- Orientation checklist/new hire paperwork
- Public Access Authorization Form
- Note: I-9's nor medical documentation should be kept in the personnel files.

Changes of name, address, telephone number and family status (births, marriage, death, divorce, legal separation, etc.), beneficiary designations must be reported immediately to the Human Resources Department, as an employee's income tax status and group insurance may be affected by these changes. All such changes must be made within thirty (30) days of the event. This responsibility includes employees on leave of absence.

In addition, employees who have a change in dependents or marital status must complete a new W-4 Form for income tax withholding purposes within ten days of the change, if it results in a decreased in the number of dependents.

Access to personnel files is restricted to authorized employees of the Human Resources Department and supervisors on a “need to know” basis. Personnel files are the property of the County and may not be removed from County premises.

\*Sheriff’s Office personnel and training files are kept at the Sheriff’s Office as required by TCLEOSE.

## **2.04 Reference Inquiries**

From time to time, the County may receive inquiries from third parties regarding employees, such as a bank verifying employment for an employee applying for a mortgage or personal loan. All requests for reference information must be directed to the Human Resources Department. Only the Human Resources Department is authorized to respond to these inquiries. Normally, the County will respond only to written inquiries, and generally, information will be released only after a written release or consent has been received from the employee or former employee, whichever the case may be. If a telephone reference inquiry is received, the Human Resources Department will typically only verify whether an individual is employed or no longer employed, along with dates of employment and confirmation of salary.

## **2.05 Americans with Disabilities Act**

The County complies with the Americans with Disabilities Act (“ADA”) and applicable state and local laws providing for nondiscrimination in employment against qualified individuals with disabilities. A qualified individual with a disability means an individual with a disability who, with or without a reasonable accommodation can fulfill the essential functions of the job. A disability is a physical or mental impairment that substantially limits one or more of an individual’s major life activities, a record of such impairment, or being regarded as having such an impairment.

The County also provides reasonable accommodation for such individuals in accordance with these laws. It is the County’s policy to, without limitation:

1. Ensure that qualified individuals with disabilities are treated in a nondiscriminatory manner in the pre-employment process and that employees with disabilities are treated in a nondiscriminatory manner in all terms, conditions, and privileges of employment.
2. Administer medical examinations to employees only when justified by business necessity.

3. Keep all medical-related information confidential in accordance with the requirements of the ADA and retain such information in separate confidential files.
4. Provide applicants and qualified employees with disabilities with reasonable accommodation, except where such an accommodation would create an undue hardship on the County.
5. Notify individuals with disabilities that the County provides reasonable accommodation to qualified individuals with disabilities, by including this policy in the County's employee handbook and County Policies and Procedures Manual, and by posting the Equal Employment Opportunity Commission's poster on nondiscrimination against individuals with disabilities and other protected groups conspicuously throughout the County's facilities.

#### **2.05.1 Reasonable Accommodation**

Caldwell County shall make reasonable accommodation for otherwise qualified individuals with a disability to afford them the same opportunities for employment and all other benefits and privileges of employment afforded to nondisabled individuals.

Reasonable accommodation shall be determined through consultation with the disabled individual, Human Resources and, where deemed necessary, through consultation with outside resources.

Qualified individuals with disabilities may make written requests for reasonable accommodation to the County's Human Resources Department. The Human Resources Director will meet with the requesting individual to discuss and identify the precise limitations resulting from the employee's impairment, the employee's preferred accommodation and other potential accommodations that the County might make to help overcome those limitations.

The Human Resources Director in conjunction with appropriate management representatives identified as having a need to know (e.g., the Commissioner's Court, County Auditor, Elected Official or Department Head), will determine the feasibility of the preferred accommodation and other potential accommodations, considering various factors, including, but not limited to, the nature and cost of the accommodation, the availability of tax credits and deductions, outside funding, the facility's overall financial resources and organization, and the accommodation's impact on the operation of the facility, including its impact on the ability of other employees to perform their duties and on the facility's ability to conduct business.

The Human Resources Director will inform the employee of the County's decision on the accommodation request or on how to make the accommodation. If the decision is to provide a reasonable accommodation other than the employee's preferred accommodation, the employee may be offered the opportunity to pay the difference between the preferred accommodation and the one offered by the County.

## **2.06 Impermissible Harassment**

The County has a policy of "zero-tolerance" with respect to unlawful employee harassment. In this connection, the County expressly prohibits any form of unlawful employee harassment based on race, color, religion, sex, national origin, age, disability or status in any group protected by state or local law ("Protected Categories"). Improper interference with the ability of the County's employees and Elected Officials to perform their expected job duties is not tolerated.

Prohibited harassment includes, but is not limited to, the following types of conduct and activities relating to Protected Categories:

- Offensive comments, jokes, innuendoes, and other statements.
- Foul or obscene language.
- Staring or stalking.
- Displaying posters, calendars, photographs, graffiti, cartoons that could incite prejudice or bias against Protected Categories.
- Unwanted or offensive letters or poems.
- Offensive E-mail or voice-mail messages.
- Remarks, including written or oral references to Protected Categories and gossip relating to Protected Categories.

With respect to sexual harassment, the County prohibits the following conduct:

1. Unwelcome sexual advances, requests for sexual favors, and all other verbal, visual or physical conduct of a sexual or otherwise offensive nature, especially where:
  - Submission to such conduct is made either explicitly or implicitly a term or condition of employment;



- Submission to or rejection of such conduct is used as the basis for decisions affecting an individual's employment; or
  - Such conduct has the purpose or effect of creating an intimidating, hostile, or offensive working environment.
2. Offensive comments, jokes, innuendoes, and other sexually oriented statements.

Examples of the types of unwelcome conduct expressly prohibited by this policy include, but are not limited to, the following:

- Unwanted and unnecessary touching, such as rubbing or massaging someone's neck or shoulders, stroking someone's hair, or brushing against another's body.
- Sexually suggestive touching.
- Grabbing, groping, kissing, fondling.
- Sexual favors in return for employment rewards, or threats if sexual favors are not provided.
- Whistling and catcalls.
- Lewd, off-color, sexually-oriented comments or jokes.
- Foul or obscene language.
- Leering, staring, stalking.
- Suggestive or sexually-explicit posters, calendars, photographs, graffiti, cartoons.
- Unwanted or offensive letters or poems.
- Sitting or gesturing sexually.
- Offensive telephone calls, e-mail or voice-mail messages.
- Sexually oriented or explicit remarks, including written or oral references to sexual conduct, gossip regarding one's sex life, body, sexual activities, deficiencies or prowess.
- Questions about one's sex life or experiences.
- Repeated requests for dates.

- Sexual assault or rape.
- Violating someone's personal space.

## **2.07 Retaliation Strictly Prohibited**

Caldwell County is committed to doing the right thing by taking all necessary steps to prevent and protect our employees from retaliation for good faith actions in reporting suspected wrongdoing, participating in an institutional investigation pertaining to alleged violations of laws, rules, policies, or procedures applicable to Caldwell County, or assisting appropriate authorities in investigating possible wrongdoing.

It is the policy of Caldwell County to foster an environment of open communication so that employees understand their obligations to report compliance concerns and understand that they are protected when they do so.

An adverse action is an action taken against an elected official or employee who makes a good faith report or who participates in an institutional investigation. Examples of adverse actions include, but are not limited to:

- Employment actions such as termination, demotion, suspension, refusal to hire, and denial of training and/or promotion;
- Actions affecting employment such as threats, unjustified negative evaluations, unjustified negative references, or increased surveillance;
- Discrimination and/or harassment;
- Bullying by intimidation, humiliation, or social isolation, which can occur directly or indirectly (e.g., via e-mail);
- Creating a hostile and/or intimidating or offensive working environment; and
- Any other actions that are likely to deter reasonable employees from reporting illegal conditions, violations of law, rules, policies, or procedures, and/or cooperating in/with an institutional investigation.

*Adverse action(s) do not include disciplinary action(s) taken against an employee as a result of the employee's own violation(s) of laws, rules, policies, or procedures, or negative comments in an otherwise positive or neutral evaluation, or negative comments that are justified by an employee's poor work performance or history.*

## **2.08 Reporting and Investigating Allegations of Wrongdoing**

All elected officials and employees have an obligation to properly report, or cause to be properly reported, wrongdoing and to assist in any institutional investigation. Elected officials and employees are expected to be truthful and cooperative in institutional investigations of allegations of wrongdoing.

An elected official or employee who is determined to have knowingly made false accusations or given false information during an institutional investigation may be subject to removal of office, disciplinary action, up to and including termination.

## **2.09 Non-Retaliation**

Caldwell County will not retaliate in any way against an elected official or employee who in good faith reports suspected wrongdoing, participates in/with an institutional investigation pertaining to alleged wrongdoing, or assists appropriate authorities in investigating possible wrongdoing.

## **2.10 Investigation of Retaliation Claims**

If an elected official or employee believes that he/she has been subjected to any action that violates the non-retaliation provisions of this policy, he/she may file a complaint with the Human Resources Department, for investigation. Delays in reporting claims of retaliation may impact the institution's ability to investigate such claims (*e.g.*, EEO-related claims of retaliation must be reported within 10 months of the most recent incident).

If after the investigation of a retaliation claim a determination is made that the elected official or employee has experienced retaliation, Caldwell County will take appropriate corrective action at the direction of the Director of Human Resources, County Attorney and/or Commissioners Court.

Allegations will be investigated in as prompt a manner as possible. Your complaint will be kept confidential to the extent possible.

At the conclusion of the investigation, the County will take appropriate corrective action. If the County determines that an elected official or employee is guilty of violating the policy, the elected official or employee will be subject to disciplinary action up to and including termination or removal from the elected office.

## **2.11 Whistleblower**

Section 554.002 of the Texas Government Code, prohibits a state or local government entity from suspending or terminating the employment of, or taking other adverse personnel action against a public employee, who in good faith, reports a violation of the law by employing governmental entity or another public employee to an appropriate law enforcement authority.

In this section, a report is made to an appropriate law enforcement authority if the authority is part of a state or local governmental entity or of the federal government that, the employee in good faith believes, is authorized to:

- regulate under or enforce the law alleged to be violated in the report; or
- investigate or prosecute a violation of criminal law.

Caldwell County employees are urged to report any violation of the law to the appropriate law enforcement agency.

Caldwell County will not tolerate retaliation of any kind and in any manner. This protection extends not only to individuals who complain about unlawful activities. However, absolute confidentiality cannot be promised as complaints may be disclosed during the course of the investigation, but only to those who need information to conduct an investigation and/or take corrective action.

## **DRUG AND ALCOHOL FREE WORKSPACE**

### **3.01 Drug and Alcohol Free Workplace**

This substance abuse policy is adopted by the County in recognition of the fact that abuse of alcohol, drugs and or other controlled substances by County employees can touch all aspects of its operations. The goals of this policy are to ensure a safe, productive work environment at all county facilities, to safeguard County property, to protect the health and safety of the general public, to promote positive relationships between the County and its residents, and to set a positive example for the communities in which the County does business.

It is the policy of the County to maintain an alcohol and drug free workplace. For the purposes of this policy, “workplace” is defined as County property, including its vehicles or any other site for the performance of work for the County.

### **3.02 Prohibited Activity**

The County strictly prohibits the unlawful manufacture, use, sale, transfer, distribution, dispensation or possession of alcohol, inhalants, drugs or controlled substances at any County workplace. County vehicles, as well as private vehicles parked on County premises or work sites, are locations included within these prohibitions. In addition, the County strictly prohibits any employee being at work and/or operating a motor vehicle under the influence of alcohol, inhalants, drugs or controlled substances, as defined in schedules I through V of section 202 of 21 U.S.C. § 812, 49 C.F.R. § 40, and the Texas Controlled Substances Act, Texas Health and Safety Code § 481.002. “Under the influence” is defined as being unable to perform work in a safe and productive manner; being in a physical or mental condition which creates a risk to the safety and well-being of the employee, co-workers, the public, or County or customer property; or having any detectable level, in excess of a trace, of alcohol, inhalants, drugs or controlled substances in the body. Any employee found in violation of the above-stated policy will be subject to discipline, including termination from employment.

### **3.03 Notification of Supervisor**

Anyone taking or using an inhalant, drug or other medication, whether or not prescribed by the employee’s physician for a medical condition, which is known or advertised as possibly affecting or impairing judgment, coordination, or other senses, or which may adversely affect ability to perform work in a safe and productive manner, must notify his or her supervisor or other appropriate management official prior to starting work or entering County facilities. The supervisor or management official will decide if the employee can remain at work or on County premises or work sites and what work restrictions, if any, are deemed necessary. Any employee violating this policy will be subject to discipline, up to and including termination.

### **3.04 Treatment Programs**

The County provides access to counseling and therapy through the Employee Assistance Program (EAP). Affected employees are encouraged to seek assistance for themselves or their dependents. The group health insurance policies offered through the County may provide coverage for expenses related to drug treatment programs. Please refer to the plan description for details or contact the Human Resources Department for additional information.

### **3.05 Employee Compliance**

As a condition of employment, all County employees must comply with this policy. Participation in activities prohibited by this policy shall be considered grounds for discipline, including, but not limited to, suspension or immediate termination of employment. In arriving at a decision for proper action, the seriousness of the infraction, the past record of the employee, and the circumstances surrounding the matter will all be taken into consideration.

### **3.06 Alcohol and Drug Abuse Policy for *Commercial Driver License (C.D.L.) Drivers***

#### **3.06.1 Statement of Purpose and Policy**

Drivers are an extremely valuable resource for Caldwell County's government. Their health and safety is a serious County concern. Drug or alcohol use may pose a serious threat to the health and safety of drivers, other County employees, and the public. It is, therefore, the policy of the County to prevent substance use or abuse from having an adverse effect on our drivers and threaten public safety. The County maintains that the work environment is safer and more productive without the presence of alcohol, illegal or inappropriate drugs in the body or on County property. Drivers who abuse alcohol or use drugs are a danger to themselves, their co-workers, the County's assets, and the public.

The adverse impact of substance abuse by drivers has been recognized by the federal government. The Federal Highway Administration ("FHWA") has issued regulations which require the County to implement a controlled substance testing program. The County will comply with these regulations and is committed to maintaining a drug-free workplace. All drivers are advised that they must remain drug-free and medically qualified to drive as conditions of continued employment with the County.

Specifically, it is the policy of Caldwell County that the use, sale, purchase, transfer, possession or presence in one's system of any controlled substance (except medically prescribed drugs) by any driver while on County premises, engaged in County business, while operating County equipment, or while under the authority of the County is strictly prohibited. FHWA states that mandatory testing must apply to every person who operates a commercial motor vehicle in interstate or intrastate commerce and is subject to the Commercial Driver's License requirement.

The execution and enforcement of this policy will follow set procedures to screen body fluids (urinalysis) and conduct breath testing for all driver applicants for alcohol and drug use, and those drivers suspected of violating this policy who are involved in a U.S. Department of Transportation (DOT) reportable accident or who are periodically or randomly selected pursuant to these procedures. These procedures are designed not only to detect violations of this policy, but to ensure fairness to each driver. Every effort will be made to maintain the dignity of drivers or driver applicants involved.

Neither this policy nor any of its terms are intended to create a contract of employment or to contain the terms of any contract of employment. Caldwell County retains the sole right to change, amend or modify any term or provision of this policy without notice. This policy is effective April 1, 2013, and will supersede all prior policies and statements relating to alcohol or drugs for CDL drivers.

The County's Alcohol and Drug Program Administrator designated to monitor, facilitate, and answer questions pertaining to these procedures is the Human Resources Director.



### **3.06.2 Substance Prohibited/Prescription Medications**

Alcohol use means the consumption of any beverage, mixture, or preparation, including any medications containing alcohol which, when consumed causes an alcohol concentration of 0.04 or greater.

In accordance with FHWA rules, urinalyses will be conducted to detect the presence of the following substances: Marijuana, Cocaine, Opiates, Amphetamines, Phencyclidine (PCP)

Drivers taking legally prescribed medication issued by a licensed health care professional familiar with the driver's work-related responsibilities must report such use to their immediate supervisor, and may be required to present written evidence from the health care professional which describes the effects such medications may have on the driver's ability to perform his/her tasks.

At the sole discretion of the Alcohol and Drug Program Administrator, a driver may be temporarily removed, with or without pay, from performing a safety-sensitive function under appropriate circumstances. Drivers may have to provide a note from their physicians stating their fitness for duty.

### **3.06.3 Alcohol Prohibitions**

The alcohol rule prohibits any alcohol misuse that could affect performance of a safety-sensitive function, including:

1. Use while performing safety-sensitive functions.
2. Use during the 8 hours before performing safety-sensitive functions.
3. Reporting for duty or remaining on duty to perform safety-sensitive functions with an alcohol concentration of 0.02 or greater.
4. Possession of alcohol, unless the alcohol is manifested and transported as part of a shipment. This includes the possession of medicines which contain alcohol (prescription or over-the-counter), unless the packaging seal is unbroken.
5. Use during 8 hours following an accident or until he/she undergoes a post-accident test.
6. Refusal to take a required test.

A driver found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall not perform, on or be permitted to perform, safety-sensitive functions for at least 24 hours. The other consequences imposed by the regulations and discussed below do not apply. However, documentation of this test constitutes written warning that County policy has been violated, and could result in disqualification of a driver.

### **3.06.4 Drug Prohibitions**

The regulations prohibit any drug use that could affect performance of safety-sensitive functions, including:

1. Use of any drug, except by doctor's prescription, and then only if the doctor has advised the driver that the drug will not adversely affect the driver's ability to safely operate the CMV;
2. Testing positive for drugs; and
3. Refusing to take a required test.

All drivers will inform the Alcohol and Drug Program Administrator of any therapeutic drug use prior to performing a safety-sensitive function.

### **3.06.5 Applicant Testing**

All driver applicants will be required to submit to and pass a breath alcohol test and a urine drug test as a condition of employment. A job applicant who is denied employment because of a positive test may not reapply for employment as a driver for a period of 12 months from the date of the positive test.

Offers of employment are made contingent upon passing the County's medical review, including the alcohol and drug test. Driver applicants who have received employment offers are to be cautioned against giving notice at their current place of employment, or incurring any costs associated with accepting employment with Caldwell County until after medical clearance has been received. No newly hired driver shall be permitted to start work until a confirmed negative result has been obtained by the Alcohol and Drug Administrator.

Driver applicant drug testing shall follow the collection, chain of custody, and reporting procedures as set forth in 49 CFR Part 40.

### 3.06.6 Employee Drivers

Under all circumstances, when a driver is directed to provide either a breath test or urine sample (Appendix C) in accordance with these procedures, he/she must immediately comply as instructed. Refusal will constitute a positive result, and the driver/employee will be terminated.

#### 1. Suspicion-Based Testing:

- A. **Reasonable Suspicion:** If a driver is having work performance problems or displaying behavior that may be alcohol or drug-related, or is otherwise demonstrating conduct that may be in violation of this policy where immediate management action is necessary, a supervisor, with the concurrence of the Alcohol and Drug Program Administrator, will require that driver to submit to a breath test or urinalysis.
- B. **The following conditions** may indicate possible alcohol or drug use (this list is not all-inclusive):

- Abnormally dilated or constricted pupils
- Glazed stare - redness of eyes (sclera)
- Flushed face
- Change of speech (i.e. faster or slower)
- Constant sniffing
- Increased absences
- Redness under nose
- Sudden weight loss
- Needle marks
- Change in personality (i.e. paranoia)
- Increased appetite for sweets
- Forgetfulness-performance faltering-poor concentration
- Constant fatigue or hyperactivity
- Smell of alcohol
- Slurred speech
- Difficulty walking
- Excessive, unexplained absences
- Dulled mental processes
- Slowed reaction rate

C. **Supervisors or dispatchers must take action** if they have reason to believe one or more of the above-listed conditions indicate that substance abuse is affecting a driver's job performance or behavior in any manner. A supervisor observing such conditions will take the following actions immediately:

- Confront the employee involved and keep the employee under direct observation until the situation is resolved.
- Document specific job performance and County policy violation issues that indicate reasonable suspicion (see Appendix D: Reasonable Suspicion Test).
- Inform the Alcohol and Drug Program Administrator of the situation by completing a Reasonable Suspicion Form (Appendix E).

**D** After discussing the circumstances with the supervisor, the Alcohol and Drug Program Administrator will arrange to observe or talk with the driver. If he or she believes, after observing or talking to the driver, that the conduct or performance problem could be due to substance abuse, the driver will be immediately required to submit to a breath test or urinalysis. If the driver refuses to submit to testing for any reason, the driver will be informed that continued refusal will result in the driver's immediate termination.

- The employee will be asked to release any evidence relating to the observation for further testing. Failure to comply will subject the employee to immediate termination. The receiving supervisor and the provider must sign receipts for all confiscated evidence.
  - If upon confrontation by the supervisor, the driver admits to using alcohol or drugs in violation of this policy, the driver will be asked to complete a written resignation. If the driver fails to do so, the County will terminate the driver.
- D. The supervisor shall, within 24 hours, document the particular facts related to the behavior or performance problems, and present such documentation to the Alcohol and Drug Program Administrator.

- E. The Alcohol and Drug Program Administrator will remove or cause the removal of the driver from the County-owned vehicle and ensure that the driver is transported to an appropriate collection site and thereafter to the driver's residence or, when appropriate, to a place of lodging. Under no circumstances will that driver be allowed to operate a County vehicle or the driver's own vehicle on County business until a confirmed negative test result is received.
- F. If, during the course of employment, the driver acknowledges a substance abuse problem and request assistance, the problem may be treated as if it were an illness, subject to the provisions set forth below:
- The decision to seek diagnosis and accept treatment for the substance abuse problem is the responsibility of the driver;
  - The diagnosis and prescribed treatment of the driver's condition will be determined by health care professionals designated by the Alcohol and Drug Program Administrator in conjunction with the driver's physician; and
  - The driver might be placed on paid or unpaid medical leave for a predetermined period recommended by those medical professionals if the SAP determines that such action is appropriate.
- G. An employee shall notify his or her supervisor and the Alcohol and Drug Program Administrator on the next business day of any arrest for a violation of a criminal statute related to drug or alcohol.
- H. If, an employee has reason(s) to believe that his or her supervisor is under the influence of drugs or alcohol, he or she should report the matter to his or her Elected or Appointed Official or to the Alcohol and Drug Program Administrator.

## **2. Post-Accident Testing:**

Currently, federal regulations place the burden of compliance with post-accident alcohol and drug testing regulations on the driver. Therefore, all drivers are required to provide a breath test and a urine specimen to be tested for the use of controlled substances "as soon as practicable" after an accident. The driver shall remain readily available for such testing or may be deemed by the Alcohol and Drug Program Administrator to have refused to submit to testing. No alcohol may be consumed for 8 hours after the accident or until a test is conducted.

If the driver is seriously injured and cannot provide a specimen at the time of the accident, the driver shall provide the necessary authorization for obtaining hospital reports and other documents that would indicate whether there were any controlled substances in the driver's system.

An accident is defined by FHWA regulations as an accident which results in the death of a human being or bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or which has had one of the vehicles towed from the scene of the accident. In addition, Caldwell County also considers an accident to include but not limited to any type of auto collision as well as any destruction of private property. Except for a fatality accident, verification of the driver's responsibility in the above accident scenario must be established by a citation to the driver.

Adherence by drivers to post-accident specimen collection requirements is a condition of continued employment. (The failure of an owner-operator to comply with DOT post-accident and specimen collection rules will be considered a breach of the owner-operator's employment with the County).

### **3. Random Testing:**

The County will conduct random testing for all covered drivers as follows:

- A. A Countywide selection process which removes discretion in selections from any supervisory personnel will be adopted by the County. This process will select covered drivers through the use of a computerized program or other random method as determined by the Alcohol and Drug Program Administrator.
- B. The random testing, once begun, will provide for alcohol testing of at least ten percent (10%) of all drivers and for drug testing of at least fifty percent (50%) of all drivers.
- C. The random testing will be reasonably spaced over any twelve (12) month period.
- D. Once notified, a driver must proceed immediately to the assigned collection site.



**4. Designation of Appropriate Substance Abuse Professional:**

The Alcohol and Drug Program Administrator will be responsible for designating the appropriate substance abuse professional whom, in conjunction with the driver's physician, will diagnose the problem and recommend treatment.

- A. The driver's successful completion of the approved treatment program is a condition of continued employment as a driver.
- B. Following successful completion of any approved treatment program, the driver will be required to submit to at least six (6) random drug tests during the first year, and follow-up testing may be conducted for up to 60 months. Failure to adhere to this condition and/or testing positive is grounds for immediate termination.
- C. All supervisors will receive training to assist them in identifying alcohol and drug use behavioral characteristics.
- D. Caldwell County provides all full-time employees with access to an Employee Assistance Program (EAP). EAPs are employee benefit programs which are intended to help employees deal with personal problems that might adversely impact their work performance, health, and well-being. EAPs generally include short-term counseling and referral services for employees and their household members.

Employees and their household members may use EAPs to help manage issues in their personal lives. EAP counselors typically provide assessment, support, and referrals to additional resources such as counselors for a limited number of program-paid counseling sessions. The issues for which EAPs provide support vary, but examples include:

- substance abuse
- emotional distress
- major life events, including births, accidents and deaths
- health care concerns
- family/personal relationship issues
- work relationship issues

Confidentiality is maintained in accordance with privacy laws and ethical standards.

**5. Return-to-duty Testing:**

Before a driver who has entered a voluntary rehabilitation program returns to duty requiring the performance of a safety-sensitive function after engaging in conduct prohibited by this policy and Part 382 Subpart B (FMCSR), the driver shall undergo a return to duty alcohol test with a result of less than a 0.02 BAC or receive a confirmed negative result from a controlled substance urinalysis test.

**3.06.7 Breath Alcohol Testing**

Breath alcohol testing will be conducted either on site or at a prearranged location by a qualified Breath Alcohol Technician according to 49 CFR Part 40 procedures. Refusal to complete and sign the testing form or refusal to provide breath will be considered a positive test, and the driver will be terminated.

**3.06.8 Specimen Collection**

Specimen collection will be conducted in accordance with applicable state and federal law. The collection procedures will be designed to ensure the security and integrity of the specimen provided by each driver, and those procedures will strictly follow federal chain-of-custody guidelines. Moreover, every reasonable effort will be made to maintain the dignity of each driver submitting a specimen for analysis in accordance with these procedures.

**3.06.9 Laboratory Analysis**

As required by FHWA regulations, only a laboratory certified by the Department of Health and Human Services (DHS) to perform urinalysis for the detection of the presence of controlled substances will be retained by the County. The laboratory will be required to maintain strict compliance with federally approved chain-of custody procedures, quality control, maintenance and scientific analytical methodologies.

**3.06.10 Consequences: Appeal of Test Results**

- A. Alcohol and drug abuse may not only threaten the safety and productivity of all employees of Caldwell County, but causes serious individual health consequences to those who use them. Appendix A outlines several personal consequences which may result after abuse of controlled substances.

- B. Any confirmed actions prohibited by Part IV above while performing a safety-sensitive function, as well as refusing to take a required test, will be grounds for termination. Refusal may be defined as not providing a breath sample or urine as directed, neglecting to sign appropriate control forms, using alcohol within 8 hours of an accident, or engaging attempting to falsify or alter the results of the test(s).
- C. Any driver testing positive for the presence of a controlled substance will be contacted by the County's MRO. The driver will be allowed to explain and present medical documentation to explain any permissible use of a drug. All such discussions between the driver and the MRO will be confidential. The County will not be a party to, or have access to matters discussed between the driver and the MRO. If medically supportable reasons exist to explain the positive result, the MRO will report the test result to the County as a negative.
- D. Within 72 hours after the driver has been notified of a positive test result for drugs, the driver may request a retest, at the driver's expense, of the split sample. This signed request will be provided to the MRO in writing, who will then initiate the new laboratory analysis. If a different result is detected by the subsequent laboratory, the test will be voided by the MRO, and the County's Alcohol and Drug Program Administrator will be notified. A retest may be initiated as appropriate.

### **3.07 Confidentiality**

Under no circumstance, unless required or authorized by law, will alcohol or drug testing information or results for any employee or applicant be released without written request from the applicable employee.

Drivers are entitled, upon written request, to obtain copies of any records pertaining to the driver's use of alcohol or controlled substances, including any records pertaining to the driver's alcohol or controlled substance tests. Copies will be provided within 5 days.

Collection of breath and urine samples must always be documented and sealed with a tamper-proof sealing system in the presence of the driver, to insure that all tests can be correctly traced to the driver. Drug test analysis from the DHHS approved laboratory will be forwarded directly to the Medical Review Officer assigned by the Alcohol and Drug Program Administrator.

Alcohol test results will be forwarded by the MRO to the Alcohol and Drug Program Administrator for confidential record keeping.

### **3.08 Workplace Searches**

In addition to the search provisions in the County's Drug Free Workplace policy below, to safeguard the property of our employees and the County, the County reserves the right to question employees and all other persons entering and leaving our premises, and to inspect and search any packages, parcels, purses, handbags, briefcases, lunchboxes, or any other possessions or articles carried to and from the County's property and to test, read, copy, destroy, or confiscate any items found if, in the sole discretion of the County, it is necessary to safeguard the property of our employees and the County. In addition, the County reserves the right to search any employee's office, desk, files, locker, or any other area on the County's premises and test, read, copy, destroy or confiscate any files or documents in those areas. In this connection, it should be noted that all offices, desks, files, lockers, and so forth, are the property of the County, and are issued for the use of employees only during their employment with the County. Inspections may be conducted at any time at the discretion of the County.

Employees working on or entering or leaving the premises who refuse to cooperate in an inspection (if requested) as well as employees who after the inspection are believed to be in possession of stolen property or illegal drugs, will be sent immediately to their supervisor and notification to the Human Resources Director. Employees will be subject to disciplinary action up to and including discharge if on investigation they are found to be in violation of the County's security procedures or any other County rules and regulations.

## **EMPLOYMENT POLICIES**

### **4.01 Employment Policies**

Caldwell County Employee Handbook is provided to all elected officials, department heads and employees to affirm the County has guidelines for ensuring fair and equitable employment practices.

It is the policy of Caldwell County to administer these policies fairly and to provide equal treatment to employees regardless of race, religion, ethnicity, sex, age, national origin, disability, or veteran status.

### **4.02 Categories of Employment**

For purposes of salary administration, employment, and other personnel matters, it is necessary to classify employees into certain categories. Elected Officials and Department Heads, with guidance from Human Resources, are responsible to ensure that employees in their office or department meet the criteria of the category of employment to which the employees are assigned.

The definition of the categories of employment are as follows:

Exempt: Exempt is a legal term that applies to certain jobs and the employees assigned to them, meaning they are “exempt” from the overtime provisions of the Fair Labor Standards Act (FLSA). That is, they are not eligible to be paid “time and one-half” for all hours worked in excess of 40 hours during a workweek. However, they are paid a set salary per month that generally is not subject to “pay docking” for less than whole day absences.

The most common categories of exemption are executive and professional. The County Attorney shall review and determine the appropriate category and status for each job using current job description information and regulatory guidelines issued by the U.S. Department of Labor.

Elected officials as well as officials in policy-making positions who are selected or appointment by the elected officials are, by law, excluded from coverage under the FLSA. Accordingly, those employees shall be treated as exempt employees. The County Attorney shall review and determine which employees are subject to the exclusion.

Non-Exempt: Non-exempt is the opposite of exempt; i.e., a legal term that applies to those jobs and the employees assigned to them who are non-exempt from the overtime provisions of the FLSA. That is, they are eligible for time and one-half their regular hourly rate for those hours worked in excess of 40 hours during a workweek. However, because of their status their pay is subject to docking for absences from work unless they are entitled to receive vacation, sick, or other paid leave or compensatory time off.

Non-exempt employees can also be referred to as salaried non-exempt, meaning that a monthly salary that is based on a regular 40 hour workweek is used for descriptive and budgetary purposes. However, this regular monthly salary amount is not set, but rather, it will vary according to the number of actual hours worked each workweek.

Full Time: All exempt employees are full time because they do not work by the hour. However, because non-exempt employees are paid by the hour they can be either full time or part time depending on the number of hours they are normally scheduled to work. That is, if they are normally scheduled to work 1,561 or more hours per year they are considered to be full time. Conversely, if they are normally scheduled to work less than 1,547 hours per year, they are considered to be part time (see below).

Part Time: A part time employee is a non-exempt employee in a position which has a normal work schedule of less than 1,547 hours per year.

Temporary: A temporary employee is an employee who is employed in a position that has been created for a predefined limited period (generally not to exceed 6 months in duration) rather than being hired to meet a peak demand or with the understanding that their employment will end upon completion of a particular task or project, or upon the exhaustion of grant” money or fees that have funded their position. Temporary employees can be either exempt or non-exempt and are still considered to be at-will employees as defined in this employee handbook.

#### **4.03 Employee Selection**

Caldwell County is an equal opportunity employer, committed to non-discrimination in employment on any basis including race, color, age, sex, religion, disability or national origin.

For the purposes of this policy, “posting” is defined as an announcement of an open position. Postings are available to all County employees and the general public.

In order to provide an equal employment opportunity to all interested individuals and to generate a broad base of applicants to choose from, Human Resources in conjunction with elected officials will post a full-time open position for a minimum of 10 business days. Part-time and temporary positions will be posted for a minimum of 3 business days.

The elected official or department will determine whether to open a position to current employees and/or external applicants. If a posting is open only to current employees, the posting will so indicate.

The Human Resources Department will post the position by summarizing the job description and making the posting available on the County website; advertise on the HR Bulletin Board and other similar recruiting methods. If the department wishes to recruit through targeted recruitment methods, the HR Department will facilitate the creation and placement of the advertisement. Advertisement includes, but is not limited to, newspapers, professional journals and selected networks.

Applicants seeking full-time employment with the County must submit an employment application through the Human Resources Department before receiving employment consideration. The Human Resources Department will accept applications for open positions until the specified time on the closing date or until filling the position, whichever is later. Applications will also be available through various departments throughout the County; however, all original applications must be forwarded to the Human Resources Department.

The employee selection process shall be the responsibility of the department. Department head selections shall be the responsibility of the Commissioners Court. Applicants selected for employment with Caldwell County shall be based on job related qualifications as outlines in the job description.



Qualifications may include, but are not limited to, necessary knowledge, skills, abilities, training, education, licensing, certification and experience required for the position; satisfactory completion of performance and/or psychological exams; and satisfactory results on pre-employment alcohol and drug testing, pre-employment physical, criminal history, driving record and employment reference checks.

The hiring department will notify the Human Resources Department when a candidate has been selected for a position. The official job offer will be made by the Human Resources Department. Human Resources will confirm the employee's start date with the department and initiate the orientation process.

As soon as possible after the closing date, the Human Resources Department will forward all timely and complete applications to the appropriate office or department. The Human Resources Department is available to provide advice and assistance with screening, interviewing, and hiring. The HR Department will work with officials and department heads to develop written interview questionnaires and other materials relevant to the selection process if requested.

The final decision to hire remains with the elected official or department head in which the opening has occurred. For department head positions reporting to the Commissioners Court, the final decision to appoint a department head is determined by a majority vote of the members of the Court. Current department head positions include, but are not limited to:

- Director of Human Resources
- County Engineer
- Unit Road Administrator
- Elections Administrator (from nomination of the Elections Committee)
- Emergency Management Coordinator
- Information Technology Manager
- Building Maintenance Manager
- Veteran's Officer
- Code Enforcement Officer
- Sanitation Supervisor

#### **4.04 Job Descriptions**

Job descriptions provide a summary of the purpose, essential functions, responsibilities and requirements of a job. It establishes a clear definition of the function and role of a job within the County. All budgeted positions must have a current job description on file.

#### **4.05 Performance Appraisals**

It is the County's policy to conduct performance appraisals with employees on a regularly scheduled basis as a means of fostering employee development and motivating employees to reach their maximum potential.

The objectives of performance appraisals are:

- To motivate and guide employees toward greater self-development and improved performance by discussing significant strengths and areas needing improvement in a positive, constructive manner.
- To identify training needs.
- To provide a record of employee progress.
- To provide an opportunity to review the job description to determine its accuracy in describing the essential functions of the position; and
- To provide a means for evaluating employee suitability for the position.

If you are a non-exempt employee (as defined under classifications of employment earlier in this section of the handbook), the County endeavors to conduct written performance reviews of each employee's performance annually. Reviews will typically be made by the employee's anniversary date.

In addition to the regular performance evaluations described above, special written performance evaluations may be conducted by your supervisor at any time to advise you of the existence of performance or disciplinary problems.

The forms and instructions for conducting performance appraisals can be obtained from the Human Resources Department.

#### **4.06 Transfers, Separations, and Subsequent Rehires**

Caldwell County employees are eligible to apply for open positions within the County, and may be permitted to transfer from one County department to another. Information on how to apply for open County positions is provided in Section 4.09 of this manual.

If a County department chooses to hire an employee who currently works for another County department, the two offices should work together for a smooth transition between positions.

Employees who choose to resign from County employment should submit a resignation letter to their supervisor. Employees who terminate for any reason are encouraged to complete an Exit Interview with Human Resources.

Pay out of any accrued vacation and non-exempt compensatory time will be made no later than one full pay period after the employee's final pay check, provided the employee has returned all County issued equipment, keys and uniforms.

The last day an employee is physically present on the job is considered the termination date for all purposes including benefits. However, under certain circumstances, an employee's termination date may not be the last day physically present on the job if, for example, an employee is unable to return to work following a leave qualifying under the Family and Medical Leave Act (see section 5.04 of this manual for more information).

In certain circumstances, an employee whose employment ends with Caldwell County may be rehired. Vacation and compensatory time are all paid out at termination and therefore, are not eligible to be restored upon rehired. Rehires may be eligible for medical, dental and other insurance benefits, but will be subject to a waiting period in the event of a break in coverage.

An employee who retires, or an employee who ends employment for any reason and withdraws the funds from their retirement account and is rehired after any length of time, is considered a new employee with no restoration of previous benefits. IRS regulations prohibit "in-service distributions" from qualified retirement plans. This means that an employee may not for any reason withdraw the funds from the Texas County and District Retirement System (TCDRS) account while employed with Caldwell County. Any attempt to circumvent this provision by terminating employment for the purposes of receiving monthly annuity payments or withdrawing funds from the TCDRS account, and then returning to employment, is strictly prohibited.

Violations of the IRS in-service distribution provision could result in serious tax consequences for the individual, the County and all County retirees and employees. Therefore, TCDRS prohibits the rehire of a former employee for at least one full calendar month from the original separation date if they have retired or otherwise withdrawn funds from their TCDRS account. In addition, the retirement or termination must have been a "bona-fide" separation, meaning that the employee retired or ended employment with no agreement or any expectations of future employment with Caldwell County.

Elected officials and department heads who choose to rehire a retiree or former employee after any length of time should consult with Human Resources, and verify that the initial separation or retirement meets the criteria of a bona-fide separation or retirement as explained above.

#### **4.07 Work Week**

Your working hours depend on the type of job you are doing. Most full-time employees are scheduled to work 40 hours per week. Because of the nature of various department activities, schedules for workdays and lunch periods vary. Your supervisor will explain the schedule for your job. If you are unable to report to work, notify your supervisor as soon as possible, in accordance with the policies of your department.

For payroll purposes, Caldwell County recognizes seven (7) minutes as the minimum time. Increments of time seven (7) minutes or less will not be recognized for payroll purposes. Increments of more than seven (7) minutes will be rounded to the nearest quarter hour and employees will be compensated for the quarter hour. For example: An employee who works for eight hours and five minutes will be paid for eight hours of work. An employee who works for eight hours and eight minutes will be paid for eight hours and fifteen minutes.

Unless specifically requested to work through lunch, the County expects you to take a lunch break. Additional or substitute work hours on weekdays, nights, or weekends may be required. You may be required to come into work on days or at times other than your normal working days or times, at the request of your supervisor or others in the County.

#### **4.08 Rest Periods (Break Time)**

Rest periods of fifteen (15) minutes or less are not required by the Fair Labor Standards Act (FLSA) and should not interfere with proper performance of work responsibilities and schedules. If workflow permits and if authorized by their immediate supervisors, employees may take up to two fifteen (15) minute rest periods each work day. If authorized, rest periods do not accumulate if not taken. To the extent possible, rest periods will be provided in the middle of work periods. Since rest periods are counted and paid as time worked, employees must not be absent from their work stations beyond the allocated time. Additionally, employees may be requested to curtail the rest period, if necessary, to provide adequate customer service in high customer service areas.

The FLSA requires a reasonable break for nursing mothers to express breast milk during the first year following the birth of a child. Caldwell County will provide a paid break up to 30 minutes for nursing mothers, the nursing mother will be allowed whatever time is needed to express breast milk, however, if the break is longer than 30 minutes in duration, the break time will be unpaid time off. The mother will be given a private location, not a bathroom to express breast milk. The location will be determined on a case by case basis.

Caldwell County does not allow any retaliation against nursing mothers for asking for this break. Nursing mothers are entitled to this break for one (1) year following the birth of their child.

#### 4.09 Emergency Operations

This policy applies to all employees and Department Heads who report to the Commissioners Court. In the event of a declared emergency, Department Heads and Elected Officials may be called upon to provide personnel to assist in the Emergency Operations Center (EOC), or otherwise participate in the Emergency Operations Plan (EOP).

The citizens of Caldwell County depend on County employees to work before, during, and in the aftermath of a disaster to assist in the preservation and restoration of essential public services required for the health, safety and quality of life within the County.

This policy will be in effect at such time as the County Judge or designee, in accordance with the Emergency Operations Plan, declares that a “State of Emergency” exists warranting either preparation for, or response to, a potential emergency condition.

Caldwell County Emergency Operations Center (EOC) is located at:

Office of Emergency Management  
1403 Blackjack, Suite E  
Lockhart, Texas 78644

Phone: 512.398.1822

Fax: 512.398.2819

Email: [ccemc@austin.rr.com](mailto:ccemc@austin.rr.com)

Listed below is where the County will disseminate information at a time of emergency.

- |               |   |
|---------------|---|
| Radio:        | KLBJ (590 AM)<br>KASE (100.7 and 98.1 FM)   |
| Television:   | KVUE TV (Channel 24)<br>KXAN TV (Channel 36)<br>Local Cable TV New 8 Austin                                       |
| Social Media: | Facebook page for County Office of Emergency Management<br>Twitter Feed for County Office of Emergency Management |

#### **4.10 Emergencies in the Workplace**

*Medical:*

If an employee is seriously ill or injured, call 911 and describe the emergency and location; also notify a supervisor.

*Fire:*

When a fire or smoke is detected:

Pull emergency alarm.

Call 911 and give accurate details of the nature of the fire or smoke.

Exit the building and meet at a preordained meeting place to conduct a roll of employees.

Account for all employees in each department.

Provide details to first responders when they arrive on scene.

*Severe Weather:*

In the event the County offices must close due to weather - such notification will be made through the Office of Emergency Management Regional Notification System, their Facebook page, and media outlets.

*Severe Thunderstorms and Tornado Warnings:*

If threatening conditions are present and notices are given by the National Weather Service, be prepared to go into the lower level; an inner room or hallway. Stay away from windows or rooms with large unsupported roofs.

*Bomb Threat:*

In the event that a bomb threat is received via telephone:

Write down the exact message

Call 911 immediately

Follow Evacuation Procedures



#### **4.11 Emergency Closings**

The County has established special procedures to be followed in the event of an emergency. In such situations, the County Judge will determine if any or all County Offices and/or Buildings will be closed or will be opening late. The Emergency Management Coordinator will be responsible for activating the Regional Notification System (RNS). The RNS will alert county employees via cell phone with a voice and text message in real-time during an emergency or major incident, such as severe weather or a terrorist attack.

If the phone lines are down, the County will attempt to provide information through the local television or radio stations.

When the County determines that a short-term emergency condition exists, the following policy with respect to the payment of non-exempt employees will normally apply:

- If the office at which you are employed is closed temporarily, you will be paid your normal salary.
- If there is a delayed facility opening and you report for work as required, you will be paid for the entire day. However, if you report for work more than one-half hour later than the scheduled starting time on any such day, you will only be paid for your actual hours worked.
- If the facility at which you are employed is open and you do not report for work, and, in the opinion of the County, it was reasonably safe for you to travel to work, you will not be paid for the day.
- If you work to make up hours for time missed during an emergency closing: All hours must be completed within the same workweek as hours missed. In order to receive comp or overtime hours for any hours within a week of emergency closing, you must have actually worked 40 hours (not including emergency closing hours).
- If the office at which you are employed is open but, in the opinion of the County, it was not reasonably safe for you to travel to work, you may charge the time off to accrued leave time.
- If the facility is open and you call in sick, you may be required to provide the County with a note from a physician to substantiate your illness.

All determinations regarding an employee's pay status during a delayed opening or closing, will be made by the County solely in its discretion.

Exempt staff members will be paid their normal salaries on such days in accordance with applicable federal and state wage and hour laws.

## **BENEFITS**

### **5.01 Employee Benefit Programs**

Caldwell County offers generous benefits to its full-time or eligible employees. Eligibility and participation in the Caldwell County Benefits Program shall not in any way affect an employee's at-will status. This participation does not in any way constitute a guarantee or indication of continued employment, nor shall it constitute a guarantee or indication of future employment in a current or prospective position.

### **5.02 COBRA**

#### **5.02.01 Continuing Group Health Insurance Coverage Upon Termination of Employment**

If you are covered under the County's group health plan (the Plan), this notice contains important information about your right to COBRA continuation coverage, which is a temporary extension of coverage under the Plan. **This notice generally explains COBRA continuation coverage, when it may become available to you and your family, and what you need to do to protect the right to receive it. You should share this notice with your spouse.**

The right to COBRA continuation coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"). COBRA continuation coverage can become available to you when you would otherwise lose your group health coverage. It can also become available to other members of your family who are covered under the Plan when they would otherwise lose their group health coverage. For additional information about your rights and obligations under the Plan and under federal law, you should review the Plan's Summary Plan Description or contact the Plan Administrator.

#### **5.02.02 What is COBRA Continuation Coverage?**

COBRA continuation coverage is a continuation of Plan coverage when coverage would otherwise end because of changes known as a "qualifying event." Specific qualifying events are listed later in this notice. After a qualifying event, COBRA continuation coverage must be offered to each person who is a "qualified beneficiary." You, your spouse, and your dependent children could become qualified beneficiaries if coverage under the Plan is lost because of the qualifying event. Under the Plan, qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage.

If you are an employee, you will become a qualified beneficiary if you lose your coverage under the Plan because either one of the following qualifying events happens:

- Your hours of employment are reduced, or
- Your employment ends for any reason other than your gross misconduct.

If you are the spouse of an employee, you will become a qualified beneficiary if you lose your coverage under the Plan because any of the following qualifying events happens:

- Your spouse dies;
- Your spouse's hours of employment are reduced;
- Your spouse's employment ends for any reason other than his or her gross misconduct;
- Your spouse becomes entitled to Medicare benefits (under Part A, Part B, or both), or
- You become divorced or legally separated from your spouse.

Your dependent children will become qualified beneficiaries if they lose coverage under the Plan because any of the following qualifying events happens:

- The parent-employee dies;
- The parent-employee's hours of employment are reduced;
- The parent-employee's employment ends for any reason other than his or her gross misconduct;
- The parent-employee becomes entitled to Medicare benefits (Part A, Part B, or both);
- The parents become divorced or legally separated; or
- The child stops being eligible for coverage under the Plan as a "dependent child."

### **5.02.3 When is COBRA Coverage Available?**

The Plan will offer COBRA continuation coverage to qualified beneficiaries only after the Plan Administrator has been notified that a qualifying event has occurred. When the qualifying event is the end of employment or reduction of hours of employment, death of the employee, or the employee's becoming entitled to Medicare benefits (under Part A, Part B, or both), the employer must notify the Plan Administrator of the qualifying event.

### **5.02.4 You Must Give Notice of Some Qualifying Events**

For the other qualifying events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), you must notify the Plan Administrator within sixty (60) days after the qualifying event occurs. The procedure and forms are available from the Human Resources Department.

### **5.02.5 How is COBRA Coverage Provided?**

Once the Plan Administrator receives notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each qualified beneficiary will have an independent right to elect COBRA continuation coverage. Covered employees may elect COBRA continuation coverage on behalf of their spouses, and parents may elect COBRA continuation coverage on behalf of their children.

COBRA continuation coverage is a temporary continuation of coverage. When the qualifying event is the death of the employee, the employee's becoming entitled to Medicare benefits (under Part A, Part B, or both), your divorce or legal separation, or a dependent child's losing eligibility as a dependent child, COBRA continuation coverage lasts for up to a total of thirty-six (36) months.

When the qualifying event is the end of employment or reduction of the employee's hours of employment, and the employee became entitled to Medicare benefits less than eighteen (18) months before the qualifying event, COBRA continuation coverage for qualified beneficiaries other than the employee lasts until thirty-six (36) months after the date of Medicare entitlement.

For example, if a covered employee becomes entitled to Medicare eight (8) months before the date on which his employment terminates, COBRA continuation coverage for his spouse and children can last up to thirty-six (36) months after the date of Medicare entitlement, which is equal to twenty-eight (28) months after the date of the qualifying event (36 months minus 8 months). Otherwise, when the qualifying event is the end of employment or reduction of the employee's hours of employment, COBRA continuation coverage generally lasts for only up to a total of eighteen (18) months. There are two ways in which this 18-month period of COBRA continuation coverage can be extended.

### **5.02.6 Disability extension of 18-month period of continuation coverage**

If you or anyone in your family covered under the Plan is determined by the Social Security Administration to be disabled and you notify the Plan Administrator in a timely fashion, you and your entire family may be entitled to receive up to an additional eleven (11) months of COBRA continuation coverage, for a total maximum of twenty-nine (29) months. The disability would have to have started at some time before the 60th day of COBRA continuation coverage and must last at least until the end of the 18-month period of continuation coverage. You must provide notice of the Social Security Administration's determination of disability to the County's COBRA Plan Administrator. The procedure and forms are available from the Human Resources Department.

### **5.02.7 Second qualifying event extension of 18-month period of continuation coverage**

If your family experiences another qualifying event while receiving eighteen (18) months of COBRA continuation coverage, the spouse and dependent children in your family can get up to eighteen (18) additional months of COBRA continuation coverage, for a maximum of thirty-six (36) months, if notice of the second qualifying event is properly given to the Plan.

This extension may be available to the spouse and any dependent children receiving continuation coverage if the employee or former employee dies, becomes entitled to Medicare benefits (under Part A, Part B, or both), or gets divorced or legally separated, or if the dependent child stops being eligible under the Plan as a dependent child, but only if the event would have caused the spouse or dependent child to lose coverage under the Plan had the first qualifying event not occurred.

## **5.03 Health Insurance Portability and Accountability Act (HIPAA) of 1996**

The HIPAA Privacy Rule provides federal protections for individually identifiable health information held by covered entities and their business associates and gives employees/patients an array of rights with respect to that information. At the same time, the Privacy Rule is balanced so that it permits the disclosure of health information needed for patient care and other important purposes.

The Security Rule specifies a series of administrative, physical, and technical safeguards for covered entities and their business associates to use to assure the confidentiality, integrity, and availability of electronic protected health information.

The HIPAA Privacy Rule establishes national standards to protect individuals' medical records, personal health information, health plans, and those health care providers that conduct certain health care transactions electronically. The Rule requires appropriate safeguards to protect the privacy of personal health information, and sets limits and conditions on the uses and disclosures that may be made of such information without employee/patient authorization.

Federal law imposes certain limitations upon group health plans on pre-existing condition exclusion periods, special enrollment periods for individual participants and beneficiaries based on health status, standards relating to mothers and newborns, and parity in the application of certain limits to mental health benefits.

Caldwell County is required by law to maintain the privacy of your protected health information. Protected health information is individually identifiable health information, including demographic information collected from you, or created or received by a health care provider, all health plans, or a health care clearing house, and that relates to: (a) your past, present, or future physical or mental health or condition; (b) the provision of health care to you; or (c) the past, present, or future payment for the provision of health care to you. For additional information please contact the Human Resources Department.

The Caldwell County Employee Medical Plan (“the Plan”) complies with the requirements of Section 164.504(f) of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, 45 C.F.R. parts 160 through 164 (the regulations are referred to herein as the “H.I.P.A.A. Privacy Rule” and Section 164.504(f) is referred to as “the 504” provisions”) which establish the extent to which “the Plan” sponsor will receive, use and/or disclose Protected Health information.

“The Plan” has determined that it is a group health plan within the meaning of the H.I.P.A.A. Privacy Rule and “the Plan” designates the County Judge and Human Resources Director as Privacy Officers to take all actions required to be taken by “the Plan” in certification for the Plan sponsor.

Except as provided below with respect to “the Plan’s” disclosure of summary health information, “the Plan” will disclose Protected Health Information to “the Plan” sponsor by a health insurance issuer with respect to “the Plan,” only if “the Plan” has received a certification (signed on behalf of “the Plan” sponsor) that:

1. “The Plan” Documents have been amended to establish the permitted and required uses and disclosures of such information by “the Plan” sponsor, consistent with the “504” provisions;
2. “The Plan” Documents have been amended to incorporate “the Plan” provisions set forth in this section; and
3. “The Plan” sponsor agrees to comply with “the Plan” provisions as described by this section.

In accordance with the “504” provisions, this section describes the employees or classes of employees of workforce members under the control of “the Plan” sponsor who may be given access to members’ Protected Health Information received from “the Plan” or from a health insurance issuer. Classes may include but are not limited to Human Resources and Information Technology Personnel.



These individuals will have access to members' Protected Health Information solely to perform these identified functions, and they will be subject to disciplinary action and/or sanctions (including termination of employment or affiliation with "the Plan" sponsor) for any use or disclosure of members' Protected Health Information in violation of, or noncompliance with, the provision of this section.

#### **5.04 Family Medical Leave Act**

The function of this policy is to provide employees with a general description of their FMLA rights. In the event of any conflict between this policy and the applicable law, employees will be afforded all rights required by law.

If you have any questions, concerns, or disputes with this policy, you must contact the Human Resources Department in writing.

##### **5.04.1 General Provisions**

Under this policy, Caldwell County will grant up to 12 weeks (or up to 26 weeks of military caregiver leave to care for a covered service member with a serious injury or illness) during a 12-month period to eligible employees. The leave may be paid, unpaid or a combination of paid and unpaid leave, depending on the circumstances of the leave and as specified in this policy.

##### **5.04.2 Eligibility**

To qualify to take family or medical leave under this policy, the employee must meet all of the following conditions:

- 1) The employee must have worked for the County for 12 months or 52 weeks. The 12 months or 52 weeks need not have been consecutive. Separate periods of employment will be counted, provided that the break in service does not exceed seven years. Separate periods of employment will be counted if the break in service exceeds seven years due to National Guard or Reserve military service obligations or when there is a written agreement, including a collective bargaining agreement, stating the employer's intention to rehire the employee after the service break.

For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of a week or if the employee is on leave during the week.

- 2) The employee must have worked at least 1,250 hours during the 12-month period immediately before the date when the leave is requested to commence. The principles established under the Fair Labor Standards Act (FLSA) determine the number of hours worked by an employee.

The FLSA does not include time spent on paid or unpaid leave as hours worked. Consequently, these hours of leave should not be counted in determining the 1,250 hours eligibility test for an employee under FMLA.

- 3) The employee must work in a worksite where 50 or more employees are employed by the County within 75 miles of that office or worksite. The distance is to be calculated by using available transportation by the most direct route.

### **5.04.3 Type of Leave Covered**

To qualify as FMLA leave under this policy, the employee must be taking leave for one of the reasons listed below:

- 1) The birth of a child and in order to care for that child.
- 2) The placement of a child for adoption or foster care and to care for the newly placed child.
- 3) To care for a spouse, child or parent with a serious health condition (described below).
- 4) The serious health condition (described below) of the employee.

An employee may take leave because of a serious health condition that makes the employee unable to perform the functions of the employee's position.

A serious health condition is defined as a condition that requires inpatient care at a hospital, hospice or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care or a condition that requires continuing care by a licensed health care provider.

This policy covers illnesses of a serious and long-term nature, resulting in recurring or lengthy absences. Generally, a chronic or long-term health condition that would result in a period of three consecutive days of incapacity with the first visit to the health care provider within seven days of the onset of the incapacity and a second visit within 30 days of the incapacity would be considered a serious health condition. For chronic conditions requiring periodic health care visits for treatment, such visits must take place at least twice a year.

Employees with questions about what illnesses are covered under this FMLA policy are encouraged to consult with the Human Resource Department.

If an employee takes paid sick leave for a condition that progresses into a serious health condition and the employee requests unpaid leave as provided under this policy, the County may designate all or some portion of related leave taken as leave under this policy, to the extent that the earlier leave meets the necessary qualifications.

- 5) Qualifying exigency leave for families of members of the National Guard or Reserves or of a regular component of the Armed Forces when the covered military member is on covered active duty or called to covered active duty.

An employee whose spouse, son, daughter or parent either has been notified of an impending call or order to covered active military duty or who is already on covered active duty may take up to 12 weeks of leave for reasons related to or affected by the family member's call-up or service. The qualifying exigency must be one of the following:

- short-notice deployment.
- military events and activities,
- child care and school activities,
- financial and legal arrangements,
- counseling,
- rest and recuperation,
- post-deployment activities and
- additional activities that arise out of active duty, provided that the employer and employee agree, including agreement on timing and duration of the leave.

- (a) Eligible employees are entitled to FMLA leave to care for a current member of the Armed Forces, including a member of the National Guard or Reserves, or a member of the Armed Forces, the National Guard or Reserves who is on the temporary disability retired list, who has a serious injury or illness incurred in the line of duty on active duty for which he or she is undergoing medical treatment, recuperation, or therapy; or otherwise in outpatient status; or otherwise on the temporary disability retired list.

Eligible employees may not take leave under this provision to care for former members of the Armed Forces, former members of the National Guard and Reserves, and members on the permanent disability retired list.

- (b) In order to care for a covered service member, an eligible employee must be the spouse, son, daughter, or parent, or next of kin of a covered service member.
- (1) A "son or daughter of a covered service member" means the covered service member's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the covered service member stood in loco parentis, and who is of any age.
- (2) A "parent of a covered service member" means a covered service member's biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the covered service member. This term does not include parents "in law."

- (3) The “next of kin of a covered service member” is the nearest blood relative, other than the covered service member's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the service member by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered service member has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made, and there are multiple family members with the same level of relationship to the covered service member, all such family members shall be considered the covered service member's next of kin and may take FMLA leave to provide care to the covered service member, either consecutively or simultaneously.

When such designation has been made, the designated individual shall be deemed to be the covered service member's only next of kin. For example, if a covered service member has three siblings and has not designated a blood relative to provide care, all three siblings would be considered the covered service member's next of kin.

Alternatively, where a covered service member has a sibling(s) and designates a cousin as his or her next of kin for FMLA purposes, then only the designated cousin is eligible as the covered service member's next of kin. An employer is permitted to require an employee to provide confirmation of covered family relationship to the covered service member pursuant to § 825.122(j).

“Covered active duty” means:

- (a) “Covered active duty” for members of a regular component of the Armed Forces means duty during deployment of the member with the Armed Forces to a foreign country.
- (b) “Covered active duty” for members of the **reserve** components of the Armed Forces (members of the U.S. National Guard and Reserves) means duty during deployment of the member with the Armed Forces to a foreign country under a call or order to active duty in a contingency operation as defined in section 101(a)(13)(B) of title 10, United States Code. (a) in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and

The leave may commence as soon as the individual receives the call-up notice. (Son or daughter for this type of FMLA leave is defined the same as for child for other types of FMLA leave except that the person does not have to be a minor.) This type of leave would be counted toward the employee’s 12-week maximum of FMLA leave in a 12-month period.

- 6) Military caregiver leave (also known as covered service member leave) to care for an injured or ill service member or veteran.

An employee whose son, daughter, parent or next of kin is a covered service member may take up to 26 weeks in a single 12-month period to take care of leave to care for that service member.

Next of kin is defined as the closest blood relative of the injured or recovering service member.

The term “covered service member” means:

- (a) a member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or
- (b) a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

The term “serious injury or illness means:

- (a) in the case of a member of the Armed Forces (including a member of the National Guard or Reserves), means an injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces (or existed before the beginning of the member’s active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member’s office, grade, rank, or rating; and
- (b) in the case of a veteran who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during a period when the person was a covered service member, means a qualifying (as defined by the Secretary of Labor) injury or illness incurred by a covered service member in the line of duty on active duty that may render the service member medically unfit to perform the duties of his or her office, grade, rank or rating.
- (c) Outpatient status, with respect to a covered service member, means the status of a member of the Armed Forces assigned to either a military medical treatment facility as an outpatient; or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

#### **5.04.4 Amount of Leave**

An eligible employee can take up to 12 weeks for the FMLA circumstances (1) through (5) above under this policy during any 12-month period. The County will measure the 12-month period as a rolling 12-month period measured backward from the date an employee uses any leave under this policy. Each time an employee takes leave, the County will compute the amount of leave the employee has taken under this policy in the last 12 months and subtract it from the 12 weeks of available leave, and the balance remaining is the amount the employee is entitled to take at that time.

An eligible employee can take up to 26 weeks for the FMLA circumstance (6) above (military caregiver leave) during a single 12-month period. For this military caregiver leave, the County will measure the 12-month period as a rolling 12-month period measured forward. FMLA leave already taken for other FMLA circumstances will be deducted from the total of 26 weeks available.

If a husband and wife both work for the County and each wishes to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (but not a parent "in-law") with a serious health condition, the husband and wife may only take a combined total of 12 weeks of leave. If a husband and wife both work for the County and each wishes to take leave to care for a covered injured or ill service member, the husband and wife may only take a combined total of 26 weeks of leave.

#### **5.04.5 Employee Status and Benefits During Leave**

While an employee is on leave, the County will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work.

If the employee chooses not to return to work for reasons other than a continued serious health condition of the employee or the employee's family member or a circumstance beyond the employee's control, the County will require the employee to reimburse the County the amount it paid for the employee's health insurance premium during the leave period.

While on unpaid leave, the employee must continue to make this payment, either in person or by mail. The payment must be received in the Human Resources Department no later than five (5) days prior to each payroll. If the payment is late, the employee's health care coverage may be dropped for the duration of the leave. The employer will provide 15 days' notification prior to the employee's loss of coverage.

If the employee contributes to a life insurance or disability plan, the employer will continue making payroll deductions while the employee is on paid leave. While the employee is on unpaid leave, the employee may request continuation of such benefits and pay his or her portion of the premiums, or the employer may elect to maintain such benefits during the leave and pay the employee's share of the premium payments.



If the employee does not continue these payments, the employer may discontinue coverage during the leave. If the employer maintains coverage, the employer may recover the costs incurred for paying the employee's share of any premiums, whether or not the employee returns to work.

#### **5.04.6 Employee Status After Leave**

An employee who takes leave under this policy may be asked to provide a fitness for duty (FFD) clearance from the health care provider. This requirement will be included in the employer's response to the FMLA request. Generally, an employee who takes FMLA leave will be able to return to the same position or a position with equivalent status, pay, benefits and other employment terms. The position will be the same or one which is virtually identical in terms of pay, benefits and working conditions. The County may choose to exempt certain key employees from this requirement and not return them to the same or similar position.

#### **5.04.7 Use of Paid and Unpaid Leave**

An employee who is taking FMLA leave because of the employee's own serious health condition or the serious health condition of a family member must use all paid vacation, longevity, compensatory, float and sick leave prior to being eligible for unpaid leave. Sick leave may be run concurrently with FMLA leave if the reason for the FMLA leave is covered by the established sick leave policy.

Disability leave for the birth of the child and for an employee's serious health condition, including workers' compensation leave (to the extent that it qualifies), will be designated as FMLA leave and will run concurrently with FMLA. The employee may then be required to substitute accrued (or earned) paid leave as appropriate before being eligible for unpaid leave for what remains of the 12-week entitlement. An employee who is taking leave for the adoption or foster care of a child must use all paid vacation, personal or family leave prior to being eligible for unpaid leave.

An employee who is using military FMLA leave for a qualifying exigency must use all paid vacation and personal leave prior to being eligible for unpaid leave. An employee using FMLA military caregiver leave must also use all paid vacation, comp or sick leave prior to being eligible for unpaid leave.

#### **5.04.8 Intermittent Leave or a Reduced Work Schedule**

The employee may take FMLA leave in 12 consecutive weeks, may use the leave intermittently (take a day periodically when needed over the year) or, under certain circumstances, may use the leave to reduce the workweek or workday, resulting in a reduced hour schedule.

In all cases, the leave may not exceed a total of 12 workweeks (or 26 workweeks to care for an injured or ill service member over a 12-month period).

The County may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule, in instances of when leave for the employee or employee's family member is foreseeable and for planned medical treatment, including recovery from a serious health condition or to care for a child after birth, or placement for adoption or foster care.

For the birth, adoption or foster care of a child, the County and the employee must mutually agree to the schedule before the employee may take the leave intermittently or work a reduced hour schedule. Leave for birth, adoption or foster care of a child must be taken within one year of the birth or placement of the child.

If the employee is taking leave for a serious health condition or because of the serious health condition of a family member, the employee should try to reach agreement with the County before taking intermittent leave or working a reduced hour schedule. If this is not possible, then the employee must prove that the use of the leave is medically necessary.

#### **5.04.9 Certification for the Employee's Serious Health Condition**

The County will require certification for the employee's serious health condition. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. Medical certification will be provided using the DOL Certification of Health Care Provider for Employee's Serious Health Condition (<http://www.dol.gov/esa/whd/forms/WH-380-E.pdf>).

The County may directly contact the employee's health care provider for verification or clarification purposes using a health care professional, an HR professional, administrator or management official. The County will not use the employee's direct supervisor for this contact. Before the County makes this direct contact with the health care provider, the employee will be given an opportunity to resolve any deficiencies in the medical certification. In compliance with HIPAA Medical Privacy Rules, the County will obtain the employee's permission for clarification of individually identifiable health information.

The County has the right to ask for a second opinion if it has reason to doubt the certification. The County will pay for the employee to get a certification from a second doctor, which the County will select. The County may deny FMLA leave to an employee who refuses to release relevant medical records to the health care provider designated to provide a second or third opinion. If necessary to resolve a conflict between the original certification and the second opinion, the County will require the opinion of a third doctor.

The County and the employee will mutually select the third doctor, and the County will pay for the opinion. This third opinion will be considered final. The employee will be provisionally entitled to leave and benefits under the FMLA pending the second and/or third opinion.

#### **5.04.10 Certification for the Family Member's Serious Health Condition**

The County will require certification for the family member's serious health condition. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. Medical certification will be provided using the DOL Certification of Health Care Provider for Family Member's Serious Health Condition (<http://www.dol.gov/esa/whd/forms/WH-380-F.pdf>).

The County may directly contact the employee's family member's health care provider for verification or clarification purposes using a health care professional, an HR professional, administrator or management official. The County will not use the employee's direct supervisor for this contact. Before the County makes this direct contact with the health care provider, the employee will be given an opportunity to resolve any deficiencies in the medical certification. In compliance with HIPAA Medical Privacy Rules, the County will obtain the employee's family member's permission for clarification of individually identifiable health information.

The County has the right to ask for a second opinion if it has reason to doubt the certification. The County will pay for the employee's family member to get a certification from a second doctor, which the County will select. The County may deny FMLA leave to an employee whose family member refuses to release relevant medical records to the health care provider designated to provide a second or third opinion. If necessary to resolve a conflict between the original certification and the second opinion, the County will require the opinion of a third doctor. The County and the employee will mutually select the third doctor, and the County will pay for the opinion. This third opinion will be considered final. The employee will be provisionally entitled to leave and benefits under the FMLA pending the second and/or third opinion.

#### **5.04.11 Certification of Qualifying Exigency for Military Family Leave**

The County will require certification of the qualifying exigency for military family leave. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. This certification will be provided using the DOL Certification of Qualifying Exigency for Military Family Leave (<http://www.dol.gov/esa/whd/forms/WH-384.pdf>).

#### **5.04.12 Certification for Serious Injury or Illness of Covered Service member for Military Family Leave**

The County will require certification for the serious injury or illness of the covered service member. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. This certification will be provided using the DOL Certification for Serious Injury or Illness of Covered Service member (<http://www.dol.gov/esa/whd/forms/WH-385.pdf>).

#### **5.04.13      Recertification**

The County may request recertification for the serious health condition of the employee or the employee's family member no more frequently than every 30 days and only when circumstances have changed significantly, or if the employer receives information casting doubt on the reason given for the absence, or if the employee seeks an extension of his or her leave.

Otherwise, the County may request recertification for the serious health condition of the employee or the employee's family member every six months in connection with an FMLA absence. The County may provide the employee's health care provider with the employee's attendance records and ask whether need for leave is consistent with the employee's serious health condition.

#### **5.04.14      Procedure for Requesting FMLA Leave**

All employees requesting FMLA leave must provide verbal or written notice of the need for the leave to the Human Resources Department. Within five business days after the employee has provided this notice, the Human Resources Department will complete and provide the employee with the DOL Notice of Eligibility and Rights (<http://www.dol.gov/esa/whd/fmla/finalrule/WH381.pdf>).

When the need for the leave is foreseeable, the employee must provide the employer with at least 30 days' notice. When an employee becomes aware of a need for FMLA leave less than 30 days in advance, the employee must provide notice of the need for the leave either the same day or the next business day. When the need for FMLA leave is not foreseeable, the employee must comply with the County's usual and customary notice and procedural requirements for requesting leave, absent unusual circumstances.

#### **5.04.15      Designation of FMLA Leave**

Within five business days after the employee has submitted the appropriate certification form, the Human Resources Department will complete and provide the employee with a written response to the employee's request for FMLA leave using the DOL Designation Notice (<http://www.dol.gov/esa/whd/forms/WH-382.pdf>).

#### **5.04.16      Intent to Return to Work From FMLA Leave**

On a basis that does not discriminate against employees on FMLA leave; the County may require an employee on FMLA leave to report periodically on the employee's status and intent to return to work.

## **5.05 Holidays**

The County usually observes the following holidays:

- New Year's Day
- Martin Luther King, Jr. Day
- ~~Presidents' Day~~
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Break (generally 2-3 days)
- 1 Float Day per year

The Caldwell County Commissioners Court sets and notifies county employees prior to the beginning of each calendar year of the actual dates on which each of these holidays is observed. Holidays falling on a Saturday are usually observed on the preceding Friday. Holidays falling on a Sunday are normally observed on the following Monday.

Full-time employees hired on or before September 30<sup>th</sup> during the current year are eligible to receive one (1) float day for that calendar year and subsequently each year thereafter. The float day is non-cumulative and is not paid out upon termination or resignation from the County.

## **EMPLOYEE BENEFIT PROGRAMS**

### **5.06 Group Benefits**

The County has established a variety of employee benefit programs designed to assist you and your eligible dependents in meeting the financial burdens that can result from illness, disability, and death, and to help you plan for retirement, deal with job-related or personal problems, and enhance your job-related skills.

This section of the Handbook is meant to highlight some features of our benefit programs. Our group health, dental and life insurance and retirement-related programs are described more fully in summary plan description booklets with which you are provided when you become an employee. Complete descriptions of our group health insurance programs are also contained in the County's master insurance contracts with insurance carriers, which are maintained by the Human Resources Department; complete descriptions of our retirement-related programs are contained in the appropriate master plan documents, which are maintained by the Human Resources Department.

In the event of any contradiction between the information appearing in this Handbook and our summary plan description booklets and the information that appears in these master contracts or master plan documents, the master contracts/documents shall govern in all cases. The County reserves the right to amend or terminate any of these programs or to require or increase employee premium contributions toward any benefits at its discretion. This reserved right may be exercised in the absence of financial necessity. Therefore, if you are considering using the benefits in the County's employee benefit programs, please consult with the Human Resources Department for the information in the master contract documents regarding that benefit.

### **5.06.1 Health Insurance**

All full-time regular employees hired to work at least thirty (30) hours per week and their eligible dependents may participate in the County's group health insurance program. Coverage for eligible employees currently is effective on the first day of the month following ninety (90) days of employment. The cost to provide this benefit for you is covered by the County. You are responsible for the cost of this benefit for your dependents. The amount for which you are responsible will be deducted from wages over two (2) payroll periods each month.

Major Medical insurance coverage terminates on the last day of the month of which your employment terminates or if you are no longer eligible for coverage. However, you may have the right to elect to continue health coverage under certain circumstances. Please see the section entitled "Continuing Group Health Insurance Coverage Upon Termination of Employment" in this Handbook which contains information regarding your right to elect continued health coverage. For further details regarding health care coverage, consult the Human Resources Department.

### **5.06.2 Dental Insurance**

Currently, all full-time employees working in excess of 1,560 hours per year and their eligible dependents are eligible to participate in the County's group dental insurance program. The cost to provide dental benefits for you and your eligible dependents is your responsibility and the amount will be deducted from your wages.

Benefits under this plan terminate when your employment terminates or you are no longer eligible for coverage.

### **5.06.3 Employee Assistance Program**

The County offers every employee access to the Employee Assistance Program (“EAP”), a resource for counseling and therapy for both personal and work-related issues. The program is confidential, free and available to anyone employed by the County and their dependents. Topics include, but are not limited to: parenting and family concerns, marital counseling, managing stress, depression, coping with grief and loss, drug or alcohol dependency, communicating effectively, etc. Please contact the Human Resources Department for additional information.

### **5.06.4 Long-Term Disability Program**

The County’s Long-Term Disability Program extends to all full-time regular employees. The cost to provide this benefit for you is currently paid completely by the County.

The elimination period (waiting period) is 90 days. The employee must be unable to perform their job and suffer a 20% loss in earnings to be eligible for this benefit. Benefits begin on the 91<sup>st</sup> day.

For further details regarding this benefit, consult the Human Resources Department.

### **5.06.5 Employee Term Life Insurance**

As more fully described in the policy, the County’s Employee Term Life Insurance Program extends to all full-time employees. The cost to provide this benefit for you is currently paid completely by the County.

The County also offers optional term life insurance for which the cost is paid by the employee.

For further details regarding this benefit, contact the Human Resources Department.

### **5.06.6 Dependents Term Life Insurance**

All eligible dependents of full-time employees are eligible to be covered by the County’s Dependents Term Life Insurance Program. The cost to obtain this benefit is currently paid completely by the employee.

For further details regarding this benefit, contact the Human Resources Department.



### **5.06.7 Workers' Compensation Insurance**

All county employees are covered by the provisions of the Texas Workers' Compensation Act. You are protected from your first day of work for injuries or illnesses that are deemed compensable under the Act.

An employee who sustains an injury in the course and scope of employment must immediately notify their supervisor and the Human Resources Department. The employee must also file a workers compensation claim form. Employees may be required to submit to a timely drug and alcohol test following a work related injury or accident.

Employees on workers compensation leave are required to routinely check in with their supervisor during established business hours.

If an employee reaches maximum medical improvement (meaning the injury related condition cannot be improved any further) but is unable to perform the essential functions of the job with or without reasonable accommodations, their employment may be terminated. For more information about your rights and obligations, please contact the Human Resources Department.

### **5.07 Flexible Employee Benefit Plan**

The County's Flexible Employee Benefit Plan is a voluntary plan, which allows employees to pay for certain expenses before taxes. You can reduce your taxable income for expenses associated with medical insurance premiums, dental insurance premiums, medical, dental and vision care costs not covered by insurance and dependent care. The plan begins October 1<sup>st</sup> and ends September 30<sup>th</sup> of each year. For more information, contact the Human Resources Department.

### **5.08 Retirement Benefit Plan**

Currently all officials and full time employees are required to participate in the Texas County and District Retirement System as a condition of employment. The Human Resources Department shall deduct the required amount from the employee's salary and the Treasurer's Office shall make the required County contribution. Part time and temporary workers may be exempt from participation as provided by Retirement System regulations.

For further details regarding the County's Retirement Benefit Plans, consult the Human Resources Department.

## **COMPENSATION POLICIES**

### **6.01 Employee Status**

Caldwell County's compensation policies have been designed to provide guidelines for ensuring fair and equitable employment practices.

It is the policy of Caldwell County to administer these policies fairly and to provide equal treatment to employees regardless of race, religion, ethnicity, sex, age, national origin, disability, veteran status as well as any other protected class.

### **6.02 Pay Procedures**

Caldwell County operates on a semi-monthly payroll system and pay dates are scheduled for twenty-four (24) times during a calendar year. The length of time that elapse before new employees receive their first pay depends on the day within the pay period that they begin work and the length of time it takes to process their personnel forms.

The County provides electronic funds transfer (EFT) for direct deposit of your semi-monthly pay into your financial institution account. All new employees are required to participate in direct deposit. Employees can obtain a direct deposit authorization form from the HR Department. Setting employees up for direct deposit requires at least one and sometimes two pay periods. During this time, you will be paid by check.

If a scheduled payday falls on a County-observed holiday, you will usually be paid on the previous day. All required deductions, such as federal, state, and local taxes, retirement, and all authorized voluntary deductions, such as health insurance contributions, will be withheld automatically from your paychecks. Please review your paycheck for errors. If you find a mistake, report it to the HR Department immediately. Human Resources will assist you in taking the steps necessary to correct the error. In the event that your paycheck is lost or stolen, please notify the HR Department. The County will attempt to put a stop-payment notice on your check. The County may ask you to pay for the stop-payment notice. If we are able to do so, you will be issued another check. Unfortunately, the County is unable to take responsibility for lost or stolen paychecks, and if we are unable to stop payment on your check, you alone will be responsible for such loss.

Federal and State regulations require that employers maintain accurate records of all hours worked by non-exempt employees. All employees, including exempt employees, should accurately record the use of any accrued leave, such as sick, vacation, compensation and longevity time.

Falsification of timesheets may result in disciplinary action up to and including termination of employment. This applies to falsifications made by an employee to their own time as well as to supervisors who knowingly approve inaccurate time records or make unauthorized changes to an employee's time record.

Pay advances are not authorized under any circumstances.

### **6.03 Garnishments and Tax Levies**

Employee wages are subject to court-ordered garnishments and federal, state or local government tax levies. The Human Resources Department is legally required to take such payroll deductions from an employee's pay to satisfy the employee's financial obligation as regulated by federal and state statutes. The employee is notified of the financial obligation by the Internal Revenue Service, the court, or a state or local department of taxation, child support enforcement department, or bankruptcy trustee.

As a courtesy, HR will be responsible for advising the employee of the effect the garnishment or tax levy will have on his or her net pay, creditor information and the date deductions will begin and end.

### **6.04 Compensatory "Comp" Time**

Extra work time (beyond the normal eight (8) hours) on one day is to be made-up by less work time the next day (or, if necessary, later in the same week) so that total time worked during a week does not exceed the 40-hour limit. Preferably, the extra work time would be made up the following day. For example, if a staff member is asked to work an extra half-hour on Tuesday, the staff member should coordinate with supervisors to leave a half-hour early or arrive a half-hour late on Wednesday. Remember also that work beyond eight (8) hours in a single work day (twelve (12) hours for law enforcement) should occur only at the request of a supervisor.

Elected Officials/Department Heads will be required to approve all comp time that is not taken off in the same week work as time earned.

Any compensatory time accrued by a County employee on or after November 18, 2013, is subject to the following restrictions:

- A non-law enforcement employee is limited to a maximum of 80 hours of accumulated compensatory time.
- Any employee who has accrued the maximum number of compensatory hours shall be paid overtime compensation in cash for any additional overtime hours of work, as prescribed by FLSA.

- An employee must use any accrued compensatory time before the employee can use any accrued vacation leave.
- Payment for unused compensatory time upon termination of employment shall be calculated at the average rate of pay for the final three years of employment, or the final regular rate received by the employee, whichever is the higher.

### **6.05 Overtime Pay Procedures**

Pursuant to the provisions of Article 157.021(b), Local Government Code, the following rules are adopted by the Commissioners Court of Caldwell County, concerning overtime:

- Unbudgeted Overtime – A department head or other supervisor shall not authorize an employee to incur overtime compensatory time above any budgeted amount in the current county budget. An employee shall not work overtime or compensatory time above any budgeted amount in the current county budget. Before authorizing any overtime or compensatory time, a department head or other supervisor shall confirm with the County Auditor that budgeted overtime is available.
- Emergency Overtime – The Commissioners Court may declare an emergency and approved emergency overtime. An Elected Official may declare an emergency and approve emergency overtime until such emergency overtime can be presented for review at a meeting of Commissioners Court. An emergency is an unforeseeable event that constitutes an immediate threat to life or property. Any authorized emergency overtime shall be immediately reported to the County Auditor and the Commissioners Court with a statement that describes the emergency.
- Violation of Overtime Rules - Any violation of these overtime rules shall be reported in writing to the Commissioners Court. Violations by a county employee may result in disciplinary action, including a written reprimand, suspension without pay, or termination from employment with the County.

If you are a non-exempt employee (see the classifications of employment policy section for the definition of “non-exempt employee”), you will receive compensation for overtime work as follows:

1. You will be paid at straight time (i.e., your regular rate of pay) for all hours worked between the first and fortieth hours in any given workweek.

2. You will be paid one and one-half times your regular rate of pay for all hours worked beyond the fortieth hour in any given workweek. Law enforcement personnel will receive one and one-half times regular rate for all hours worked beyond the one hundred seventy first hour in any given month.
3. Your supervisor will attempt to provide you with reasonable notice when the need for overtime work arises. Please remember, however, that advance notice may not always be possible.

Departments permitting employees to receiving overtime pay must be approved by the Commissioners Court.

### **6.06 Market Salary Adjustments**

Upon direction from the Commissioner's Court, the Human Resources Department will perform a market analysis comparing the current salaries and benefits for Caldwell County positions to surrounding counties, public and private sector entities, when applicable.

Any positions that are not aligned with market salaries will be identified and a salary recommendation will be made to the Commissioner's Court during the annual budget process.

It is the policy and practice of Caldwell County to comply fully with the Fair Labor Standards Act (FLSA). All job positions will be reviewed and classified as non-exempt or exempt, according to FLSA standards. All employment practices will be conducted in accordance with this policy basis.

### **6.07 Holiday Leave/Pay Procedure**

In order to be eligible to receive holiday pay, you are required to work your regularly scheduled hours the workday preceding and the workday following the holiday. In accordance with County policy, a prior approved vacation day or any other excused and paid day off is considered a day worked for purposes of holiday pay eligibility. Employees accrue holidays only if receiving a paycheck. Employees who are on an unpaid leave of absence will not earn holiday pay if the holiday occurs during the leave of absence.

In the event that a holiday observed by the County falls within a scheduled vacation period, you will not be charged for a day of vacation.

Eligible law enforcement non-exempt personnel will be paid for eight (8) holiday hours.

Non-exempt part-time employees are not eligible for this benefit.

Per the Fair Labor Standards Act (FLSA), you must have actually worked 40 hours (not including holiday hours) in order to receive compensatory or overtime hours.

### **6.08 Longevity Pay**

Full-time employees will be rewarded \$25 for each full year of continuous employment with Caldwell County up to a maximum of \$500. This longevity pay will automatically be added to the employee's first paycheck of December.

Elected officials including District and County Court-at-Law Judges, Justice of Peace(s) and District Attorney are not eligible for this pay.

## **EMPLOYEE CONDUCT**

### **7.01 Guidelines for Appropriate Conduct**

As an integral member of the County's team, you are expected to accept certain responsibilities, adhere to acceptable business principles in matters of personal conduct, and exhibit a high degree of personal integrity at all times. This not only involves sincere respect for the rights and feelings of others, but also demands that both in your business and in your personal life you refrain from any behavior that might be harmful to you, your co-workers, the County, or that might be viewed unfavorably by the public at large.

You are expected to devote your work time to the business of the County, faithfully serve the County, in all respects conform to and comply with the lawful and reasonable directions and instructions given to you by your supervisors and use your best efforts to promote and serve the interests of the County. In that regard, employees may be required to learn and perform the functions of one or more jobs and be scheduled to perform those functions regularly to maintain competence.

In addition, employees are expected to keep their work environment clean and orderly. Before departing at the end of the workday, employees should clear all work materials from desk surfaces, especially materials of a confidential nature, and close all files and cabinets. Filing should be done daily to avoid losing or misplacing files and to ensure that those needing the documents or files can access them.

Employees who incur expenses that are reimbursed by the County must complete and submit the appropriate expense report form and supporting documentation, such as receipts and invoices, as soon as reasonably practical after the expense has been incurred.

A County officer or employee may not accept any gift or free service that might tend to influence his or her official actions or impair his or her independence of judgment in performance of duties for the County.

Whether you are on duty or off, your conduct reflects on the County. You are, consequently, encouraged to observe the highest standards of professionalism at all times.

Types of behavior and conduct that the County considers inappropriate and which could lead to disciplinary action up to and including immediate termination of employment without prior warning include, but are not limited to, the following:

1. Violation of rules contained in the handbook, the rules and regulations of the Commissioners Court, or of the office or department, or of any law;
2. Falsifying employment or other County records, including but not limited to job applications, time sheets, and expense reports;
3. Violating the County's Equal Employment Opportunity policy, including the anti-harassment provisions;
4. Soliciting or accepting gratuities, that is considered inappropriate and creates an appearance of a conflict of interest/impropriety;
5. Excessive absenteeism or tardiness or leaving work without supervisor approval during working hours;
6. Failure to report to work for two (2) working days without notification to his or supervisor;
7. Excessive, unnecessary, or unauthorized use of County supplies, particularly for personal purposes;
8. Being at work intoxicated or under the influence of drugs, and illegal manufacture, possession, use, sale, distribution or transportation of drugs;
9. Fighting or using obscene, abusive, or threatening language or gestures or engaging in other abusive behavior or displaying acts of aggression on County's premises or while on County business;
10. Theft of property from co-workers, the County, or others;
11. Unauthorized possession of firearms on the County premises or while on County business;
12. Disregarding safety or security regulations;



13. Insubordination, including refusal to accept a job assignment and/or failure to follow a management directive;
14. Failing to maintain the confidentiality of the County, employee, or public information;
15. Malicious gossip with the intent to harm, or otherwise instigating the disruption of an orderly work flow;
16. Loitering or wasting time;
17. Negligence of duty, including sleeping on the job;
18. Misuse of sick leave privileges;
19. Falsifying medical releases, doctor's notes;
20. Serious or consistent negligence in the performance of duties;
21. Serious or consistent failure to meet the written standards of job performance;
22. Failure to work scheduled overtime or overtime worked without prior authorization from the supervisor;
23. Any other misconduct, as determined by the employee's action.

## **7.02 Employee Duty to Notify Employer of Arrest, Charges or Convictions**

Employees of Caldwell County have a duty to report to their elected official/department head certain actions that occur outside their work hours and while on personal business which may negatively impact their ability to perform their job duties or reflect poorly on the County (i.e. theft, DUI, etc...). Employees may be subject to discipline, up to and including dismissal, for failure to comply with notification requirements. Depending on the circumstances of the event in question, the employee's employment may also be affected.

If an employee is arrested, charged or convicted of any crime – the employee must notify management immediately. If employees should have any questions as to what type of “off the job” behavior for which is included in this section, please contact the Human Resources Department. Upon notification, the elected official/department head is then responsible for notifying Human Resources.

### **7.03 Dress and Personal Appearance**

Employees are expected to maintain an appropriate appearance that is businesslike, neat and clean as determined by the requirements of the area in which the employee works. Because of the various type positions at the County, Department Heads/Elected Officials may set dress code standards appropriate for their area(s) of responsibility.

If uniforms are the dress attire required in a department, then all employees must comply with uniform guidelines.

Appropriate appearance includes:

- Apparel – generally, employees should wear appropriate, clean, pressed business attire. Appropriate shoes (no flip flops, etc...);
- Hair – should be clean, combed, and neatly trimmed or arranged;
- Personal Hygiene – good personal hygiene habits must be maintained.

If in the opinion of the supervisor, an employee is not dressed appropriately, the following steps should be taken:

1. As deemed appropriate, employees may be sent home to change immediately as well as given a written warning. Pay for the day that the employee is sent home begins when the employee returns to work.
2. Further violations could result in dismissal.

### **7.04 Fraud Policy**

Caldwell County is committed to the deterrence, detection, and correction of misconduct and dishonesty. The discovery, reporting, and documentation of such acts provides a sound foundation for the protection of innocent parties, the taking of disciplinary action against offenders up to and including dismissal where appropriate, the referral to law enforcement agencies when warranted by the facts, and the recovery of assets.

It is important for all County employees and elected officials to maintain proper use of the County's vehicles, property, and equipment. Any misappropriation of County property, including but not limited to County vehicles, personal property, funds, and equipment is illegal.

If an employee has knowledge of the misappropriation of County property, each employee has a duty to report the same. Misappropriation includes theft or diverting County property for one's personal use. If an employee has knowledge of the theft of public funds or misuse of County vehicles, property, or equipment, the employee shall immediately report the same to the supervisor in the employee's department.

The supervisor then will coordinate with the Human Resources Director and information will be forwarded to the District Attorney's Office to coordinate an appropriate law enforcement investigation if necessary.

If the supervisor is the subject of an allegation of misuse or misappropriation of County property, the employee will report the same directly to the Human Resources Director. The Human Resources Director will then forward this information to the District Attorney's Office to coordinate an appropriate law enforcement investigation if necessary.

No employee may appropriate County property, vehicles, or equipment for their own personal use. This includes using County vehicles on or off County time for a private purpose other than related to County business.

The duty of County employees to report misuse or misappropriation of County vehicles, equipment, or property also includes misuse of said property by individuals other than County employees, including private individuals and/or contractors.

If misuse or misappropriation of County vehicles, equipment or property is noted as it pertains to individuals other than County employees, the employee will report the same as delineated above to a supervisor and use the procedures above.

Each County employee has the duty to provide truthful information on any written documentation provided to the County. Each employee has a duty to provide truthful and accurate information regarding any claims made for benefits, including but not limited to workers compensation benefits made as a result of work related injury and medical insurance benefits through the County's provider. The employee acknowledges that untruthful information in an application for workers compensation benefits is a crime.

The employee will immediately report to the Human Resources Director, upon discovery, any inadvertent overpayment of salary or funds to the employee from the County.

Good faith reporting of illegal activity is protected under the law.

## **7.05 Conflict of Interest**

County Elected Officials- A member of the Commissioners Court and certain other County officials will not participate in a vote or decision affecting a business or real estate in which the member of official has a substantial interest. See Texas Local Government Code Chapter 171.

County Employees- An employee may not:

1. Solicit or accept or agree to accept a financial benefit, other than from the County, that might reasonably tend to influence his or her performance of duties for the County or that he or she knows or should know offered with intent to influence the employee's performance;
2. Accept employment or compensation that might reasonably induce him or her to disclose confidential information acquired in the performance of official duties;
3. Accept outside employment or compensation that might reasonably tend to impair independence of judgment in performance of duties for the County;
4. Make any personal investment that might reasonably be expected to create a substantial conflict between the employee's private interest and duties for the County; or
5. Solicit or accept or agree to accept a financial benefit from another person in exchange for having performed duties as a County employee in favor of that person.

## **7.06 Electronic Systems Policy and Guidelines**

The purpose of this policy is to maximize the effective and efficient use of Caldwell County electronic systems, to prevent breaches of system security, and to protect all employees of the County from liability and business interruptions due to inappropriate use of computers and other electronic systems. This policy cannot provide guidelines for every possible situation. Instead, it expresses the County's philosophy and sets forth general principles for the use of electronic systems by all County departments and offices.

The Information Technology Department will provide employees with access to electronic systems on an as needed basis with the authorization of the employee's Elected Official/Department Head. All electronic systems remain the sole property of the County, and not the individual user.

For purposes of this policy, electronic systems are defined as all electronic equipment, media, and services including but not limited to, computers, telephones, voicemail, fax machines, copiers, wireless devices and on-line services.

All software and hardware purchases must be approved by the Information Technology Department, meet pre-established quality requirements, be compatible with other County electronic system's software and hardware and meet standard communications minimum requirements.

All installations will be performed by the Information Technology Department. Installing software, hardware, or otherwise making changes to County electronic systems without written authorization from the Information Technology Department is prohibited.

To prevent accidental introduction of viruses or other harmful programs, employees may not install or connect any personal equipment, devices or software to County electronic systems without authorization from the Information Technology Department. Prior to loading or downloading any information or software, the program must be scanned with a County approved virus protection program. If you identify a virus, worm, or Trojan horse, or what you suspect to be one, do not attempt to fix the problem. Immediately turn off your computer, make notes as to what you observed, and contact the Information Technology Department.

Employees should observe all copyright laws and license agreements pertaining to any County electronic systems, software, or any information or material contained in on-line services. Violation of copyright laws or license agreements may result in disciplinary action, up to and including termination of employment.

On-line services include but are not limited to email and the internet. The primary purpose of email and the internet is to facilitate County business. Every employee has a responsibility to use these services in a productive manner. All electronic transmissions, whether originated at or sent to the County, and all information obtained via the internet, shall be considered the sole property of the County and not the individual user.

Mobile devices include but are not limited to lap top, notebook or tablet PCs, flash drives and Personal Digital Assistants (PDA). Employees may be assigned County owned mobile devices if authorized by their elected official or department head. Such devices create additional security risks and operating expense for the County, and are therefore subject to the following provisions:

- Employees are prohibited from installing unapproved and unauthorized software on county-provided devices.
- No employee may connect, dock or otherwise synchronize any non-county mobile device, with any county computer, laptop, server, system or network without prior authorization from the Information Technology Department.
- Employees issued county-provided mobile devices are responsible for the security and safekeeping of those devices. Employees are expected to keep the devices in their possession at all times when on duty or on-call. Devices must be returned to the County upon separation of employment.

- No sensitive or confidential information shall be stored on mobile devices at any time. In the event that a mobile device is lost, stolen or misplaced, the Caldwell County Information Technology Department should be notified immediately so that appropriate steps can be taken to protect County assets.
- All County provided devices are subject to inventory, review and management by the Information Technology Department.

Employees are responsible for the content of all text, audio or images that they access, place or send over the County's electronic systems, and for any equipment entrusted to their use. Messages sent via the Caldwell County e-mail and Internet are statements that may be attributed to the County. Therefore, Caldwell County electronic systems may not be used to transmit, print, request, store, access or disseminate the following types of information:

- Fraudulent, libelous, harassing, threatening, discriminatory, sexually explicit, or obscene information, messages and/or material;
- Harassing, derogatory or inflammatory messages or remarks about race, age, gender, disability, religion, national origin, physical attributes or sexual preference;
- Abusive, profane or offensive language;
- Political issues or campaign-related material or information except as required by federal and state statutes for official County election-related business;
- Commercial, profit-making or private business activities;
- Unsolicited information regarding religion or politics
- Unsolicited information such as "Chain Letters" or spam.

Employees may not use Caldwell County electronic systems for any of the following activities:

- Except in limited law enforcement investigations, no e-mail or other electronic communications may be sent which hide the identity of the sender or represent the sender as someone else or someone from another department or entity;
- Use of electronic systems in a manner that is likely to cause network congestions or significantly hamper the ability of others to access and use the services or equipment is prohibited. This includes but is not limited to the following items: Weather Bug, Internet Radio Stations/Sites, YouTube, Hulu, Netflix, MP3 Files, Music/movie downloads;

- Introducing, creating or using software designed to destroy or corrupt the County's electronic systems in any way is prohibited. Destruction, theft, alteration, or any other form of sabotage of County computers, programs, files, or data is prohibited, will be investigated and may result in discipline up to and including termination of employment and prosecution to the fullest extent of the law.
- Creating, maintaining or participating in Web logs (blogs) or Wikis using Caldwell County systems unless explicitly authorized to do so by your elected official/department head.

An employee who receives an inappropriate or illegal communication, or is aware of misuse of any electronic system, must promptly notify their immediate supervisor and/or the Human Resources Department.

*THERE SHALL BE NO EXPECTATION OF PERSONAL PRIVACY OR CONFIDENTIALITY IN THE USE OF ANY CALDWELL COUNTY ELECTRONIC SYSTEM, INCLUDING ON-LINE SERVICES AND MOBILE DEVICES.*

Electronic activities are to be treated as public information unless exempted by federal or state law. The Information Technology Department is authorized to conduct random software license audits.

All County electronic system information and equipment is considered County property. Employees who terminate employment for any reason must return any County owned data and equipment with any information necessary for the County to continue using the electronic system uninterrupted. The following activities are prohibited and may be prosecuted to the fullest extent of the law:

- Accessing County electronic systems after termination of employment
- Providing third parties, or anyone else, access to County electronic systems
- Removing, copying or deleting data
- Failure to return computer files, data, programs, or other electronic equipment, including mobile devices

An employee who violates any provision of this policy is subject to disciplinary action, up to and including termination of employment.



## **7.07 Outside Employment**

Although the County expects you to devote your primary efforts towards your duties and responsibilities with us, you may engage in outside employment with the prior approval of your department head. Generally, outside employment will be approved if it:

- Does not conflict with your responsibilities at the County, including your ability to work overtime as required in your position;
- Does not interfere with your performance at the County;
- Does not prove detrimental to the interests of the County;
- Does not involve a conflict of interest or the appearance of a conflict of interest; and
- Does not involve the use of confidential or proprietary information of the County.

Any issues regarding any outside employment you may be contemplating should be resolved prior to your accepting such employment.

## **7.08 Nepotism**

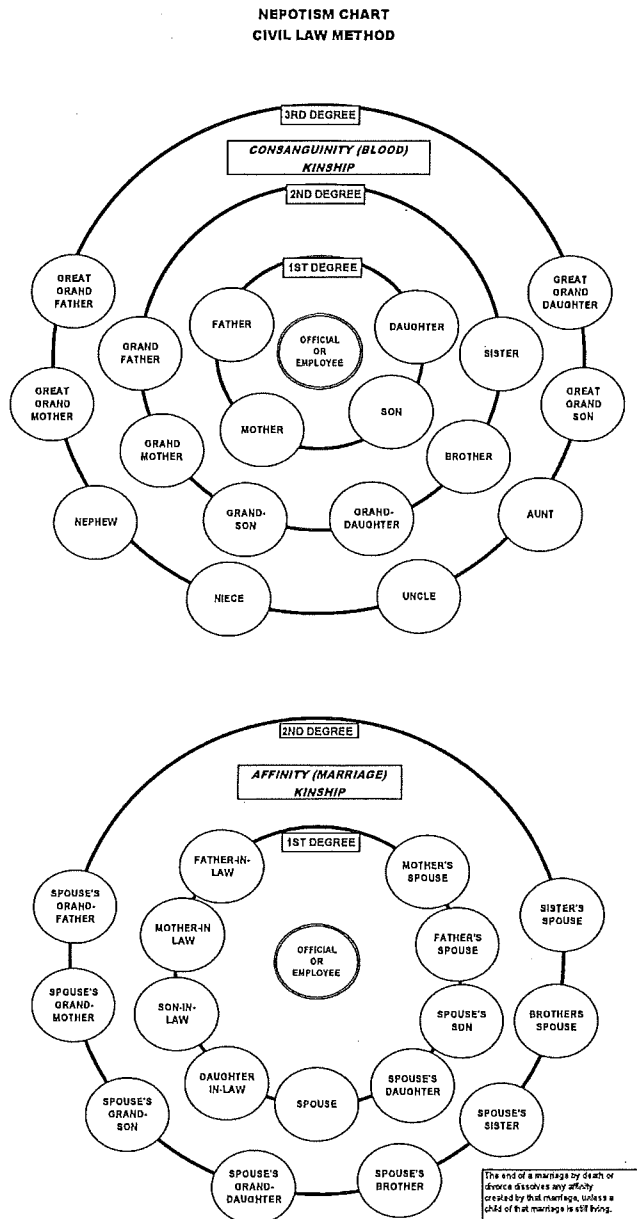
With regard to the appointment, confirmation of the appointment of, or voting for the appointment or confirmation of the appointment of an individual to a position that is to be directly or indirectly compensated with public funds or fees of office, County officials shall conform to the nepotism prohibitions contained in Chapter 573 of the Texas Government Code. Examples of nepotism include the following:

- a. The appointment or related action, as stated above, by a public official (elected or appointed) of a person related by blood (consanguinity) to the official, in the following degrees: parent, child, sibling, grandparent, grandchild, aunts, uncles, nieces, nephews, great-grandparents, or great-grandchildren;
- b. The appointment, or related action, as stated above, by a public official (elected or appointed) of a person related by marriage (affinity) to the official, in the following degrees: spouses, mothers-in-law, fathers-in-law, sons-in-law, daughters-in-law, brothers-in-law, sisters-in-law, or grandparents-in-law.

- c. A candidate for office cannot influence people in the office for which he or she is a candidate to appoint, promote, or take other employment actions involving persons related to the candidate in the same degrees stated above. If the candidate is running for commissioner, the candidate cannot influence persons serving on the commissioner's court, other officials, or their employees to take such actions.
- d. The ending of a marriage by death or divorce ends relationships by affinity created by that marriage unless a child of that marriage is living, in which case the marriage is considered to continue as long as the child of that marriage lives.
- e. Department Heads and supervisors in a department under the Commissioners Court are not allowed to directly or indirectly supervise an employee who is related to them as defined in Chapter 573 of the Texas Government Code. In summary, they are prohibited from having an employee who is related to them at any level in their chain of command.

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**7.09 Nepotism Chart**



## **7.10 Political Activity**

Employees are encouraged to vote and to exercise other responsibilities of citizenship consistent with state and federal law and these policies. Employees are not required to contribute to any political fund or render any political service to any person or party. No employee will be dismissed, suspended, demoted, or otherwise prejudiced for refusing to do so. An employee may not:

- a. Use his or her official authority or influence to interfere with or affect the result of an elections or nomination for office; or
- b. Directly or indirectly coerce, attempt to coerce, command, or advise a local or state officer or employee to pay, lend, or contribute anything of value to a party, committee, organization, agency, or person for a political purpose.

County employees, except elected officials, may not participate in political activities while on County duty. Employees are expected to remove County uniforms and identification before participating in a political activity. In addition, no County-owned property, vehicle, building, and/or office may be used for displaying campaign materials or for conducting any partisan political activity. This section does not apply to the use of the Courthouse, Courthouse grounds or County buildings when used for the purpose of political announcements approved by Commissioner's Court.

Any employee who is subject to the provisions of the federal Hatch Act may not be a candidate for elective office in a partisan election. County employees are subject to this additional Hatch Act restriction if their principal employment is in connection with an activity which is financed in whole or in part by loans or grants made by the federal government.

An employee's political activity, which is not in violation of this section, will not be considered in determining his or her compensation, eligibility for promotion or demotion, work assignment, leave or travel request, or in applying any other employment practices to the employee.

## **7.11 Time Off for Voting**

The County encourages all employees to fulfill their civic responsibilities and to vote in all official public elections. Generally, your working hours are such that you will have at least two (2) hours to cast your vote before or after working hours. However, if you find yourself with less than two (2) hours between the time the polls open and you begin work or the time you end work and the polls close to vote due to overtime work, etc., please discuss the matter with your supervisor. The County complies with all applicable voting-time laws of the states and municipalities in which its facilities and offices are located.

## **7.12 Safety and Health**

The County is committed to providing a safe and healthful working environment. In this connection, the County makes every effort to comply with relevant federal and state occupational health and safety laws and to develop the best feasible operations, procedures, technologies, and programs conducive to such an environment.

The County's policy is aimed at minimizing the exposure of our employees and others visitors to our facilities to health or safety risks. To accomplish this objective, all County employees are expected to work diligently to maintain safe and healthful working conditions and to adhere to proper operating practices and procedures designed to prevent injuries and illnesses.

The responsibility of all employees of the County in this regard includes:

1. Exercising maximum care and good judgment at all times to prevent accidents and injuries;
2. Reporting to supervisors and seeking first aid for all injuries, regardless of how minor;
3. Reporting unsafe conditions, equipment, or practices to supervisory personnel;
4. Using safety equipment provided by the County at all times;
5. Observing conscientiously all safety rules and regulations at all times; and
6. Notifying their supervisors, before the beginning of the workday, of any medication they are taking, that may cause drowsiness or other side effects that could lead to injury to them and their coworkers.

### **7.12.1 Workplace Violence**

It is the policy of the County to expressly prohibit any acts or threats of violence by any County employee or former employee against any other employee in or about the County's facilities or elsewhere at any time. The County also will not condone any acts or threats of violence against the County's employees or visitors on the County's premises at any time or while they are engaged in business with or on behalf of the County, on or off the County's premises. The County prohibits unauthorized employees from possessing or carrying a firearm, concealed or otherwise, at the County's offices or any other site where the County's business is performed.

In keeping with the spirit and intent of this policy, and to ensure the County's objectives in this regard are attained, the County is committed to the following:

1. To provide a safe and healthful work environment, in accordance with the County's safety and health policy;
2. To take prompt remedial action up to and including immediate termination, against any employee who engages in any threatening behavior or acts of violence or who uses any obscene, abusive, or threatening language or gestures;
3. To take appropriate action when dealing with the public, former employees, or visitors to the County's facilities who engage in such behavior. Such action may include notifying the police or other law enforcement personnel and prosecuting violators of this policy to the maximum extent of the law;
4. To prohibit employees, former employees, and visitors from bringing unauthorized firearms or other weapons onto the County's premises; and
5. To establish viable security measures to ensure that the County's facilities are safe and secure to the maximum extent possible and to properly handle access to County facilities by the public, off-duty employees, and former employees. Any employee who receives a key to the County's offices must notify their immediate supervisor, Building Maintenance Manager and Human Resources Department if such key becomes lost, and upon termination of employment. All keys must be returned to the immediate supervisor.

Any employee who displays a tendency to engage in violent, abusive, or threatening behavior, or who otherwise engages in behavior that the County, in its sole discretion, deems offensive or inappropriate will be subject to disciplinary action, up to and including dismissal.

In furtherance of this policy, employees have a "duty to warn" their supervisors, or the Human Resources Director of any suspicious workplace activity or situations or incidents they observe or become aware of that involve other employees, former employees, or visitors that appear problematic. This includes, for example, threats or acts of violence, aggressive behavior, offensive acts, threatening or offensive comments or remarks, and the like. Employee reports made pursuant to this policy will be held in confidence to the maximum possible extent. The County will not condone any form of retaliation against any employee for making a report under this policy.

### **7.13 Tobacco Use**

In order to maintain a safe and comfortable working environment and to ensure compliance with applicable laws, tobacco use in the County offices, facilities and vehicles is strictly prohibited. This includes the use of electronic/vapor cigarettes. Please contact the Human Resources Department if you have any questions regarding this tobacco policy.

### **7.14 County Vehicles**

#### **7.14.1 Valid Driver's License**

All elected officials/employees driving a County-owned vehicle must have a valid Texas Driver's License with a classification which allows for operation of the assigned vehicle. If during the course of employment an elected official/employee loses his/her driver's license due to suspension or non-renewal, the elected official/employee shall immediately notify his/her department head/elected official as well as the County Judge's Office. It shall be the elected official/department head's responsibility to ensure that each of his/her employees possess a valid Texas Driver's License with the proper classification to operate the employee's assigned vehicle. Improper use of a County vehicle shall be subject to disciplinary action. If any employee is excluded from the County's liability insurance coverage due to their driving record, they will become ineligible to drive a County vehicle.

An occupational driver's license is not considered a valid driver's license under this section. Suspension or revocation of the driver's license of an employee who is assigned as a vehicle or equipment operator may result in a demotion or termination.

Caldwell County may check employees driving records, at the County's discretion, for all employees who drive for Caldwell County business reasons. This includes driving a county owned vehicle or their own car for County business. Employees who drive for the county must furnish the county with their driver's license number.

### **7.15 Solicitations and Distribution of Literature**

In the interest of maintaining a proper business environment and preventing interference with work and inconvenience to others, employees may not distribute literature or printed materials of any kind, sell merchandise, solicit financial contributions, or solicit for any other cause during working time without first obtaining permission from your supervisor. Once permission is obtained, these activities may only be done in a manner that is not disruptive to the workplace.



**7.16 Social Media (to be added).**

**7.17 Disciplinary Procedures**

The following disciplinary procedure is available for use by supervisory personnel:

- a. If informal counseling or suggestions have not produced appropriate results, the supervisor may give the employee an oral warning which explains the misconduct, outlines a solution, and states the consequences if improvement does not occur. Supervisors may prepare a memo for the record and retain it in their files.
- b. If misconduct continues after the oral warning, the supervisor may issue a written reprimand to the employee and focus again on the nature of the misconduct, the solution, and the consequences if improvement does not occur. In addition, the employee may be placed on probation for a specified period.
- c. If a written reprimand does not produce the desired improvement, additional written reprimands may be issued or other actions, such as paid or unpaid suspension, or dismissal, may be necessary. If an employee is suspended, the terms of the suspension should be set forth in writing and signed by the employee and the supervisor.

There is no requirement that the disciplinary actions listed above be implemented prior to dismissal or other action or that they be implemented in any particular order. County employees work "at will", which means that the employment relationship is terminable at any time, with or without cause or notice, by either the employee or the County, and nothing in this section is intended to affect the "at will" status of any County employee.

Unless prior authority has been granted, dismissal shall occur only with the approval of the elected official, department head, or other hiring authority.

Employees may use available grievance procedures if they disagree with the implementation of a disciplinary action. We strongly encourage supervisors, department heads and elected officials to work with Human Resources on all disciplinary issues.

## **7.18 Disciplinary Action**

Should your performance, work habits, overall attitude, inattention to duty, inefficiency, absence without leave, inappropriate conduct, or demeanor become unsatisfactory in the judgment of the County, based on violations either of the preceding provisions or of any other County policies, rules, or regulations, or other reasons deemed appropriate, you will be subject to disciplinary action, up to and including dismissal.

Disciplinary action, depending on the severity of the offense and repeated violations, may include the following measures: verbal and written warnings, making up lost time, withholding salary increase or promotion, suspension, demotion or dismissal. An employee will not be required to work more than forty hours in a week to make up lost time unless the employee is exempt as that term is previously defined. Employees may be notified in writing by their immediate supervisor of inadequate performance.

Nothing in this section limits either party's right to terminate the employment relationship at any time, with or without reason.

### **Complaint Resolution Procedure**

Misunderstandings or conflicts can arise in any organization. To ensure effective working relations, it is important that such matters be resolved before serious problems develop. Most incidents resolve themselves naturally; however, should a situation persist that you believe is detrimental to your employment with the County, you should follow the procedure described here for bringing your complaint to management's attention.

#### **Step One**

Step one is to discuss the problem with your supervisor. If, however, you don't believe a discussion with your supervisor is appropriate, you may proceed directly to Step Two.

#### **Step Two**

If your problem is not resolved after discussion with your supervisor or if you feel discussion with your supervisor is inappropriate, you should request a meeting with your elected official/department head.

#### **Step Three**

If your problem is not resolved after discussion with your supervisor, elected official/department head or if you feel discussion with the above mentioned individuals is inappropriate, you should request a meeting with the Human Resources Director.

The County does not tolerate any form of retaliation against employees availing themselves of this procedure. The procedure should not be construed, however, as preventing, limiting, or delaying the County from taking disciplinary action against any individual, up to and including termination, in circumstances (such as those involving problems of overall performance, conduct, attitude, or demeanor) where the County deems disciplinary action appropriate.

### **7.19 Resignation**

To resign in good standing, you should notify your immediate supervisor at least 10 business days prior to the last day of work. Employees are required to work during their 10 day notice (not use accrued leave time). It is important for employees to continue with their current job functions and even train or assist for a smooth transition during the departure. Failure to do so may be noted in your personnel record and may result in loss of re-employment rights and the loss of any unused vacation leave equivalent to the time needed to make up the 10 days.

### **7.20 Separation of Employment**

The employee termination date for an employee who is terminating employment with Caldwell County will be their last date of active duty in person at his/her usual and customary place of work unless they are on paid administrative leave pending an investigation. If they are on paid administrative leave pending an investigation, their last date of active duty will be the date upon which a final determination decision was made following the investigation.

Any accrued vacation (up to 10 working days) or comp time balances remaining for the employee as of their last date of active duty will be paid in a lump sum to the employee on their final pay check. When you leave county service, you normally will be paid for your unused vacation time. However, if you resign and give less than ten working days notice, you may lose one day of vacation time for each working day less than the required notice.

Each employee who is issued County-owned equipment that may be used or taken outside the daily workplace must sign an acknowledgement of receipt for the equipment, and agree that the equipment will be returned on request of the department head or upon leaving departmental employment whichever comes first. The agreement will further provide that if the equipment is not returned when required, the replacement value will be deducted from the employee's next (or final) paycheck.

## 7.21 Exit Interviews

It shall be the responsibility of each departing employee and their supervisor, whether or not the departure is voluntary, to meet with the Human Resources Department to complete forms and submit keys and other materials or information required by the County. The Human Resources Department will also provide the departing employee with information about retirement and payment of accrued leave, if any.

- a. The departing employee may also discuss insurance issues and the possible extension of benefits.
- b. Employees must return all Caldwell County property immediately upon request or upon termination of employment. Employees are responsible for items issued to them by Caldwell County or in their possession or control. Any items not returned will be documented and the stated value of the item will be deducted from the employee's last paycheck. Item values are defined in the Caldwell County Fixed Assets Policy.

Employees are encouraged to submit an address change notice to the Human Resources Department, if necessary, to ensure proper address is on file for mailing of W-2.

## LEAVE AND ABSENCES

### 8.01 Leave for Full-Time Employees

The County recognizes the importance of vacation time in providing the opportunity for rest, recreation, and personal activities. The County believes that vacation is important for employees to rejuvenate and be productive. Therefore, it is the County's expectation that employees will use their paid leave for vacation. The County also recognizes that it is inevitable that most employees will suffer an illness or injury that causes absence from work. Therefore, it is also the County's expectation that employees will stay home and take care of themselves when they are sick and not expose their co-workers to illnesses. To minimize the economic hardship that these leaves place on employees, the County provides paid leave time.

Full-time employees will receive paid leave-time as follows:

	<u>Hours of Paid Leave-Time</u> <u>Awarded Each Anniversary</u>
Vacation	80 hours
Sick	80 hours
Longevity	1 day for every three years (up to a maximum of 5 days per year)

Law Enforcement (12 hour shift) full-time employees will receive paid leave-time as follows:

	<u>Hours of Paid Leave-Time</u> <u>Awarded Each Anniversary</u>
Vacation	120 hours
Sick	120 hours
Longevity	1 day for every three years (up to a maximum of 5 days per year)

Vacation and Longevity Leave must be used before the employee's next anniversary date. If not, unused balance will be forfeited. Vacation and Longevity leave is not subject to carry over.

If the employee has paid leave time available, the employee may not take leave without pay unless specified in other parts of this Handbook.

Subject to the requirements set out in this Handbook for using leave, you may use accrued paid leave-time to take time off from work with pay for your own illness, a child or spouse's illness, death in the family, vacation or personal time, jury or witness duty, military leave or adoption or placement of a child.

An employee who terminates employment or is terminated for any reason other than gross misconduct will receive cash payment for unused vacation leave time not to exceed the equivalent of 10 days.

An employee who has exhausted leave time and is off work will be subject to termination unless on an approved leave, such as FMLA, a personal leave of absence, or additional leave time to reasonably accommodate a disability.

An employee is not eligible to take a vacation until he or she has completed twelve (12) months of employment.

Vacations may be taken as weekly periods, as individual days or in hourly increments.

Vacation periods must be approved by your supervisor. Vacation should be requested by submitting the Request for Time Off form to your supervisor at least two (2) weeks in advance. On occasion, however, your supervisor may approve a day off with less than two (2) weeks' notice if under the circumstances your absence will not jeopardize the orderly flow of work.

## **8.02 Leave for Part-Time Employees**

If you are a part-time employee, you do not receive paid leave or leave-time.

## **8.03 Absenteeism and Tardiness**

Attendance is an essential function of your job, and good attendance is necessary for the orderly operation of the County. Consequently, the County expects all employees to assume diligent responsibility for their attendance and promptness. Recognizing, however, that illnesses and injuries may occur, the County has established leave plans to compensate full-time employees for certain time lost for legitimate medical reasons. (Please consult the appropriate sections of this Handbook for information regarding these benefits.)

Should you be unable to work because of illness, you must notify your supervisor or your department head by 8:00 a.m. on each day of your absence unless you are granted an authorized medical leave, in which case different notification procedures apply. (See the Family and Medical Leave Act policy earlier in this Handbook.) Failure to properly notify the County will result in an unexcused absence.

If you are absent for three (3) or more consecutive workdays due to illness, a statement from a physician may be required before you will be permitted to return to work. In such instances, the County also reserves the right to require you to submit to an examination by a physician designated by the County at its discretion. In addition, the County may require you either to submit a statement from your physician or to be examined by a County-designated physician in other instances at its discretion, such as where abuse is suspected (for example, where an employee's record indicates a pattern of short absences and/or frequent absences before or after holidays and weekends).

Absenteeism or tardiness that is unexcused or excessive is grounds for disciplinary action, up to and including dismissal, regardless of whether you have accrued leave time. Absenteeism includes leaving work early.

## **8.04 Bereavement/Emergency Leave**

Up to three days of bereavement/emergency leave with pay may be granted to full time employees by an elected official or department head in the event of:

- A death in the employee's immediate family
- A life-threatening illness of a member of the employee's immediate family who requires the employee's personal care and attention if sick leave is not available

Note: For purposes of emergency leave, family includes spouse, child, parent, brother, sister, grandparents, or grandchild of an employee or an employee's spouse. It also includes any person living in the employee's household who is dependent on the employee for care.

## **8.05 Civil Leave**

**8.05.1 Jury Duty:** Caldwell County encourages employees to serve on jury duty when required. Employees must show the jury duty summons to their supervisor as soon as possible so that the supervisor may make arrangements to accommodate the absence. Of course, employees are expected to report for work whenever the court schedule permits. Any questions regarding work schedule should be directed to the employee's supervisor. Either Caldwell County or the employee may request an excuse from jury duty if, in Caldwell County's judgment, the employee's absence would create serious operational difficulties. Caldwell County will continue to provide health insurance benefits, vacation, sick leave, and holiday benefits for eligible employees. County employees are also eligible for juror checks and may keep such remuneration in addition to the County pay.

**8.05.2 Witness Duty:** Caldwell County encourages employees to appear in court for witness duty when subpoenaed. If an employee has been subpoenaed or requested to testify as a witness for Caldwell County, they will receive paid time off for the entire period of witness duty. Employees will be granted a maximum of 24 hours of paid time off to appear in court as a witness at the request of a party other than Caldwell County or the State of Texas. Employees will be paid at their base rate and are free to use any remaining paid leave benefits (vacation leave) to receive compensation for any period of witness duty absence that would otherwise be unpaid. The subpoena should be shown to the employee's supervisor immediately after it is received so that operating requirements can be adjusted, when necessary, to accommodate the employee's absence. The employee is expected to report for work whenever the court schedule permits.

**8.05.3 Private Litigation:** If an employee is absent from work to appear in private litigation in which he/she is a principal party, the time off will be charged to vacation or leave without pay.

## **8.06 Family and Medical Leave Act**

See section for 5.04 in the handbook for detailed information on the Family and Medical Leave Act.



### **8.07 Leave Without Pay**

The Human Resources Department discourages allowing an employee to be granted unpaid leave time. However, in cases other than Family and Medical Leave, any official or department head may grant leave without pay to any employee so long as the official or department head can discharge the responsibilities of the office or department without the presence of the employee.

Vacation and sick leave accrual will continue only as long as the employee is on paid leave; once the employee has expended all paid leave, accrual will cease until the employee returns to work.

Employees who are on leave without pay should contact the Human Resources Department for details concerning continued benefit coverage during their leave without pay.

### **8.08 Leave of Absence**

Full-time employees may be granted a leave of absence without pay at the discretion of the elected official or department head. The decision as to whether such leave is granted shall be based on the needs of the department. The recommended maximum length of a leave of absence is three (3) months. A leave of absence extending beyond three (3) months shall require the approval of Commissioners Court.

As long as the employee is on leave without pay, the employing official or department head may not hire another regular, full-time employee to fill the position, unless expressly authorized to do so by the Commissioners Court.

### **8.09 Longevity Leave**

All full-time employees will accrue longevity leave at a rate as defined in section 8.01 of this handbook. Temporary and part-time employees do not accrue sick leave. Use of longevity leave is subject to the approval of an employee's supervisor, elected official or department head.

Upon separation from the County for any reason other than gross misconduct, employee will receive cash payment for any unused longevity leave time.

### **8.10 Sick Leave**

All full-time employees will accrue sick leave at a rate as defined in section 8.01 of this handbook. Temporary and part-time employees do not accrue sick leave. Use of accrued sick leave is subject to the approval of an employee's supervisor, elected official or department head.

All full-time employees that generally work an 8 hour shift may accrue up to a maximum of 240 hours. Those employees that work a 12 hour shift may accrue up to a maximum of 360 hours.

Sick leave must be taken on an actual-time basis. Employees may not borrow against future accruals nor use more sick leave than accrued.

If you use leave time for an illness, you are required to provide notice as described below under the attendance policy. If you are ill for three (3) or more days, you may be required to provide a doctor's certificate documenting the reason for your absence and releasing you to work. You may also be required to provide a medical certification and/or release from your physician if your leave qualifies as Family and Medical Leave as described in this Handbook.

Upon separation from the County, unused sick leave will be forfeited.

### **8.11 Sick Leave Pool**

The purpose of the Caldwell County Sick Leave pool is to provide additional sick leave days to County employees in the event of a catastrophic illness or injury, surgery, or disability that prevents an employee from active employment. Days may be applied from the Pool only after the employee has exhausted all accrued sick, vacation, longevity and compensatory time.

A catastrophic illness or injury is defined as a terminal, life-terminal, and/or severe condition or combination of conditions affecting the mental health of the employee that requires the services of a licensed health practitioner for a prolonged period of time and that forces the employee to exhaust all accrued leave time (sick leave, vacation leave, longevity and compensatory time) and lose compensation from the County.

A licensed practitioner is a practitioner, as defined by the Texas Insurance Code, who practices within the Scope of his/her license.

Immediate family member is considered to be a spouse, parent, or child.

#### **Administration of the Pool**

At the direction of the Commissioner's Court, the Human Resources Director shall serve as the Pool Administrator. The Pool Administrator shall be responsible for developing mechanisms to transfer accrued sick leave into and out of the Pool; develop policies and procedures for the operation of the Pool; and develop forms for contributing leave to, or using leave from, the Pool.

The Pool Administrative Committee shall be composed of the following members: an elected official, the County Auditor or a staff member, the HR Director, and two non-supervisory employees and one member at large.

The Pool Administrative Committee will review requests within 5 days of receipt of the application. Recommendations will be based upon individual circumstances, overall balance of Pool Leave and the Medical Certification/Recommendation of the applicant.

Employee unused balances must be returned to the pool. An employee may request to use the pool once per calendar year, per catastrophic illness, unless the employee did not use the maximum amount on the first request.

### **Pool Membership Eligibility**

- All regular full-time employees are eligible to join the Sick Leave Pool by contributing a minimum of one day or a maximum of five days accrued sick leave.
- New employees may join the pool after 12 months of continuous employment. Days donated will be subtracted from their accrued leave.
- After the Pool is established, employees will only be able to join at a time designated each year by the Pool Administrator, or in the case of new employees, immediately upon completion of 12 months continuous service.
- Membership enrollment forms must be submitted to the Human Resources Department. Days donated will be subtracted from each member's accrued sick leave.
- Days donated become property of the Caldwell County Sick Leave Pool and cannot be returned in the event of membership cancellation.
- Employees on approved leave of absence will retain membership in the Pool and will not be required to donate additional days.
- To maintain the Sick Leave Pool, all members must donate a minimum of one (1) day or a maximum of five (5) days of sick leave each October, or at a time during the fiscal year designated by the Pool Administrator for general membership donations.
- Exception: An employee who has exceeded the maximum allowable accumulation of 240 hours (30 days) may annually donate to the pool not more than 10 days of accrued sick leave in excess of the maximum allowed.
- Only one donation during the fiscal year is required to maintain membership in the Pool. Contributing to the sick leave pool is strictly voluntary.
- Employees who voluntary/involuntary separate from employment with Caldwell County may donate a portion of their unused sick leave to the Pool when exiting. A maximum amount of ten (10) days of accrued sick leave time may be donated to the Pool immediately prior to the effective date of termination, resignation, or retirement. Directly transferring of sick hours to another active employee is strictly prohibited.

## **Days Granted**

- Days will be only be granted for catastrophic illness, surgery or other disability, which necessitates an absence from work for five consecutive days or longer.
- Pregnancy will not be covered by the Sick Leave Pool, but complications due to pregnancy will be considered.
- The Pool may only be used by members for his/her personal illness or disability or for a family member whose illness and relationship to the employee meet the guidelines of the Family and Medical Leave Act and the Caldwell County Family and Medical Leave Policy. FLMA leave and sick pool may run concurrently.
- Any amount of leave over and above the 12 weeks required by the Family and Medical Leave Act or the number of the employee's accrued benefit leave hours, whichever is greater, is subject to the approval of the department head.
- Days requested for a stress related illness will be granted for hospitalized days only.
- Eligible employees shall not be granted sick pool benefits to exceed one third (1/3) of the total amount of time in the Pool at the time of the request or 30 days (240) whichever is less.
- Days will not be granted when an employee is receiving worker's compensation or long-term disability benefits.
- A member of the pool, who exhausts all of his/her accrued paid leave and compensatory time to which the employee is otherwise entitled, may withdraw from the pool for a non-catastrophic illness the exact number of days the member had contributed that fiscal year.
- Employees receiving sick pool benefits are not required to pay back the amount of leave granted by the Pool Administrative Committee.

## **Procedure**

- An eligible employee must submit the designated paperwork to the Human Resources Director/Pool Administrator for permission to use time in Pool.

- An employee or an employee's immediate family member must have catastrophic illness or injury to be eligible to withdraw from the pool. The patient's health care provider must certify in writing that the illness or injury of the employee or immediate family member catastrophic (FMLA paperwork). Paperwork must include the date the employee or employee's immediate family member will return to normal activities. If the certification is for the employee's immediate family member, it should also include the amount of time the employee will be needed to provide primary care. This information is CONFIDENTIAL, unless otherwise required by law.

### **Final Authority**

The Pool Administrative Committee shall have the final approval/denial of employee applications.

### **Application Forms**

Applications for donation and withdrawal from the Caldwell County Sick Leave Pool are available in the Human Resources Department.

### **8.12 Military Leave**

In accordance with Title 38 U.S.C. Section 4301 et. Seq., Uniformed Services Employment and Reemployment Rights Act (USERRA), employees of Caldwell County are granted leave to serve in the U.S. uniformed services, including the armed forces, the various reserve units, the National Guard and the commissioned corps of the Public Health Service.

It is the intention of Caldwell County to adhere to all requirements of USERRA with regard to military service. The provisions of this policy shall not be construed to abridge any right of compensation or benefits arising under state or federal law or regulations.

Employees that leave a job to serve in the uniformed services are required to give advance written notice to their supervisor. Duly authenticated copies of the State or Federal military orders shall accompany each notice of the need for military leave, and any other documentation reasonable required to establish the employee's right to leave.

Leave for military duty whether voluntary or involuntary, shall be granted to employees who provide sufficient documentation of the need for leave. In accordance with Section 431.005 of the Texas Government Code, Caldwell County will provide 15 days of paid leave for military duty in a federal fiscal year (October 1 – September 30). There is no accrual of paid military leave time. Employees shall be paid leave when leave is taken, and paid military leave will not exceed 15 days in one federal fiscal year.

Employees are able (but are not required) to use accrued leave time for additional time while performing military duty. Part-time and/or temporary employees may receive time off for military duty without pay.

If an employee is on military leave for less than 31 consecutive days, the employee may elect to continue Caldwell County's health benefits at the same rate as an active employee. For absences of 31 days or more, employees may elect to continue health benefits at up to 102 percent of the full premium for up to 24 months or until the date they decline or become ineligible for reemployment, whichever is less. Notification and payments must be coordinated with Human Resources.

If an employee elects not to continue health benefits while on military leave, the employee will be immediately entitled to health benefits upon their return to work if they meet the requirements for reinstatement of employment. Any illnesses or injuries that were incurred in or aggravated during the period of military service will be subject to the provisions of the Caldwell County Employee Medical Plan, Article IV, Limitations and Exclusions.

The period an employee has to apply for reemployment or report back to work after military service is based on time spent on military duty.

- For service of 1 to 30 consecutive calendar days, the service member must return at the beginning of the next regularly scheduled work period on the first full day after release from service, taking into account safe travel home plus an eight hour rest period.
- For service of 31 to 180 calendar days, the service member must submit for application for reemployment within 14 calendar days of release from service.
- For service of more than 180 calendar days, an application for reemployment must be submitted within 90 calendar days of release from service.

The above deadlines to report to work or apply for employment or reemployment within the appropriate period specified in this subsection shall be subject to possible forfeiture of rights and benefits under this policy and may to be subject to disciplinary action for unauthorized absence from scheduled work.

In accordance with USERRA guidelines, the County will reinstate employees who:

- During their employment with the County have had no more than five cumulative years of leave for military duty (unless their service fits into one of the excused categories defined in USERRA);
- Are not discharged under dishonorable conditions; and
- Reapply in a timely manner.

An elected official or department head may request a copy of military orders showing the date of release from duty and satisfactory performance of duty from an employee returning from military leave.

Upon the end of the military leave, the employee will, upon request, be reinstated to a position and rate of pay comparable to what the employee could reasonably have been expected to attain if they had been continuously employed with the County. For additional information regarding reinstatement rights after military leave, please contact the Human Resources Department.

During a military leave of absence, an employee shall retain any accrued leave time that is not used during their period of military leave. Military leave shall not be treated as a break in service for purposes of longevity. During periods of unpaid leave, an employee will not accrue vacation or sick time, and will not receive holiday pay.

Employees on military leave shall continue to earn service credit toward vesting in the retirement system. An employee returning from military leave shall be allowed to make contributions to their account in the TCDRS in an amount not to exceed what they would have contributed had they been continuously employed. The contributions may be made over a period equal to three times the period of military service, but no longer than five years.

### **8.13 Workers' Compensation/Injury Leave**

The County carries insurance to cover approved costs for work-incurred injury or illness. When employees are injured while performing their duties, without negligence on their part, and are unable to return to work, they may be entitled to paid leave from the date of the injury. However, all regulations regarding injury leave must be followed or injury leave may be denied.

Workers compensation benefits, if approved, help pay for the employee's medical treatment, if any, and part of any income that may be lost. Specific benefits are prescribed by law, depending on the circumstances of each case.

In compliance with the Texas Workers' Compensation Insurance Act, all Caldwell County employees are provided workers' compensation coverage.

To assist in obtaining coverage, employees shall report all work-related accidents to the appropriate supervisor immediately. The supervisor must then immediately notify the Human Resources Department. The Human Resources Department must notify the workers' compensation carrier and obtain a claim number for the injured employee to provide medical facilities. Along with the report of injury, an accident investigation report should also be submitted.

All employees injured on the job must see a County Workers Compensation approved urgent care centers, hospitals and/or specialists. Approved doctors will decide when an employee can return to the work place and if any work restrictions will apply. An employee who fails to return to work at the designated time may be dismissed.



If your physical condition permits and an assignment is available, you may be assigned to do other work for the county until you are able to return to your original job.

More information about workers' compensation rights may be obtained from the Texas Department of Insurance – Division of Workers' Compensation (TDI-DWC), or by calling 512-804-4000, or by contacting the Human Resources Department at 512-398-4108. The Human Resources Department will report all injuries to the County's workers compensation provider as they are reported.

## **TRAVEL AND SUBSISTENCE POLICIES**

### **9.01 General Policy**

The policy of the County is that employees are to be fully reimbursed for necessary and reasonable job-related expenses incurred in the authorized conduct of County business, including business-related travel. Except in cases involving in-County use of a personal vehicle, employees must receive prior approval from the appropriate elected official or department head before travel which involves reimbursable expenses. The request should include an estimate of costs to be incurred.

All travel expenses are subject to requirements of documentation and reasonableness, and will be honored in conformance with adopted policies and procedures, provided that the travel was properly authorized and that funds are available in the department's budget. In some cases, the County may prepay such expenses as registration fees, hotel costs, and/or airline or other public transportation costs directly to the entity involved.

Employees should be conscientious in their use of County funds. In all cases, travel expenses should be limited to those that are reasonable and necessary. Additionally, when two or more employees are traveling to the same location for the same purpose, they should travel together whenever possible to avoid unnecessary travel expenses.

It shall be the responsibility of each County official or department head to utilize out of County travel funds for official County business only. It shall be the responsibility of each County official or department head to see to the strict enforcement of this policy.

Expenses which are not permitted under the terms of grants, contracts, or agreements with out agencies will not be charged as costs to those grants, contracts or agreements.

## **9.02 Out of County Travel**

Travel by County employees outside the County in which the employee is stationed is permissible provided that it is authorized in advance by the appropriate elected official or department head and does not exceed budgetary limitations. Advances or reimbursement for travel are based upon the most economical conveyance that is reasonably available. When private automobiles are used for travel, reimbursement is allowed on the basis of actual mileage traveled or tourist class air fare, whichever is less. The difference in cost between first-class air accommodations and less than first-class air accommodations is unallowable except with less-than-first-class air accommodations are not available.

In cases where a rental car is used, employees must choose the optional insurance coverage; the County will pay for the insurance cost.

County officials and employees who receive automobile allowances are provided the allowances for travel within the County. In the event one of these official or employees is required to travel outside the County, he or she is entitled to reimbursement for actual expenses for such trip(s) provided the travel was authorized.

## **9.03 Subsistence Expenses**

Employees engaged in necessary and authorized travel in the conduct of County business will be reimbursed for the actual costs of reasonable and documented expenses necessary to conduct the business for the County. Reimbursable subsistence expenses will generally be for food, registration, lodging, telephone calls, parking, tolls, taxi service, and reasonable gratuities. For out of County travel, mileage shall be paid at the State standard mileage rate, currently at .56 per mile.

The County will reimburse employees for meals while away from home on County business in an amount of up to \$25 per day for non-overnight stays, and up to \$50 per day for overnight stays. These per-diem amounts may be adjusted by the Commissioners Court as deemed necessary.

To qualify for meal reimbursement, an employee must be away from his or her primary duty station for more than six hours. Receipts or other documentation must be turned into the County Auditing Department for reimbursement. Meal reimbursements without receipts shall be limited to \$5, and there shall be no reimbursement for alcohol.

#### **9.04 Expense Reporting**

As soon as an employee returns from a trip, or at least within one week of the travel, he or she must complete an expense report documenting any actual expenses incurred on the trip which were not prepaid directly by the County to the entity involved. The County will issue a reimbursement check to the employee for allowable out-of-pocket expenses.

All reimbursements must be approved by the appropriate elected official or department head and must be within the department's budget. When two or more officials or employees travel in a single automobile, only one employee will receive per-mile or other automobile reimbursements. Conference registration checks will be made out only to the organization sponsoring the conference. Prohibited expenditures includes but are not limited to the cost of personal entertainment, spouse's expenses, amusements, social activities, alcoholic beverages, traffic citations, or illegal activities.

#### **9.05 County Credit Card**

The Caldwell County Commissioners Court recognizes that using county-obtained credit cards to obtain certain goods and services to conduct the business of Caldwell County fulfills a public purpose. In order to safeguard the taxpayers' money and ensure financial accountability and transparency regarding county-obtained credit card transactions, the Caldwell County Commissioners Court finds it is in the public interest to adopt this Caldwell County Credit Card Policy.

##### **Obtaining and Administering County Credit Cards**

1. Subject to the approval of the Caldwell County Commissioners Court, the Caldwell County Auditor will obtain and administer credit cards in the name of Caldwell County to conduct the business of Caldwell County.
2. No other Caldwell County elected official or employee may obtain or administer a credit card in the name of Caldwell County.
3. The Caldwell County Auditor will keep under lock and key all county-obtained credit cards that are not issued to a specific individual. These cards may be checked out to transact county business upon request to the auditor, who will keep records of all requests.
4. The Caldwell County Commissioners Court must vote in open session to authorize the Caldwell County Auditor to issue a county-obtained credit card to a specific county elected official, county employee or county office.
5. Only Caldwell County elected officials and employees may use county-obtained credit cards, and only for the business of Caldwell County.

6. Before being allowed to use a county-obtained credit card, Caldwell County elected officials and employees must acknowledge in writing that they have read and understand this policy. This acknowledgement will be kept in their personnel file.
7. This policy does not affect the Caldwell County Fuel Card Policy.

### **Using County Credit Cards**

1. All county-obtained credit card purchases must comply with all federal, state, and county purchasing statutes, rules, policies, and procedures.
2. All county-obtained credit card purchases must be documented with itemized receipts. All receipts must be turned in to the auditor's office within three business days of the date of the charge.
3. The following constitute unauthorized uses of county-obtained credit cards:
  - a. Personal expenditures;
  - b. Cash advances;
  - c. Sales tax (except in cases where state law does not exempt local governments);
  - d. Entertainment of any kind, including the purchase of alcohol;
  - e. Purchases under contracts, unless an emergency or necessity is deemed by the Caldwell County Auditor;
  - f. Separate, sequential and component purchases or transactions made with the intent to circumvent state law or county policy;
  - g. Purchases that are split to stay within card transaction limits;
  - h. Amounts greater than a county-obtained credit card's transaction limits;
  - i. Expenditures made without department head approval.
4. An individual who makes an unauthorized use of a county-obtained credit card or who does not document a purchase with an itemized receipt may be held responsible for such expenditures. An individual whose failure to turn in receipts results in a late charge or fee from the credit card company may be held responsible for such late charge or fee.
5. Failure to comply with this policy will result in suspension of the privileges to use the credit card.
6. Unauthorized use of a county-obtained credit card may be considered misappropriation of county funds and may result in disciplinary action, up to and including termination, and could result in criminal prosecution.

#### **9.06 Purchasing (Auditor is going to provide insert for this section)**

#### **9.07 Travel Advances**

Travel advances in an amount not to exceed \$200 will be allowed from the County Auditor upon completion of the travel advance request form. This form must be submitted to the County Auditor at least five days prior to departure before it will be honored.

The employee requesting advance funds is responsible for them and must submit any remaining funds along with the travel expense form to the County Auditor upon return. Any expenses disallowed under this policy statement or any shortages will be deducted from the employee's paycheck.

### **9.10 Use of County Cash Fund**

According to LGC Sec. 130.902 (c) A change fund may not be used to make loans or advances or to cash checks or warrants of any kind.

Therefore, no checks will be cashed for any reason from any county change drawer.

## **COUNTY PROPERTY**

### **10.01 Use of Tools, Equipment, Property and Vehicles**

Employees who are assigned tools or equipment or vehicles by their departments are responsible for them and for their proper use and maintenance.

All county property shall be returned upon termination of employment.

No personal use of any county property, money, materials, supplies, tools, equipment or vehicles is permitted. Violations may result in discharge and possible prosecution.

The use of personal property in the course and scope of employment is at the employee's own risk for loss or damage. Reasonable measures will be taken to safeguard your personal belongings; however, Caldwell County assumes no liability for personal property brought into the workplace. Any employee who brings personal property into the workplace assumes the full risk for it should it be lost, stolen, or damaged.

## **10.02 Keys**

Employees are responsible for keys that are assigned to them for the duration of their employment. Including, but not limited to:

- Vehicles
- Equipment
- Buildings
- Offices
- Gates
- Filing Cabinets
- Desks
- Safe/Lock Boxes

It is also the responsibility of every employee to notify Security, Human Resources or Elected Official if the key(s) are misplaced, lost, stolen or suspect someone of tampering or trespassing. All keys are to be returned immediately upon separation of employment.

## **10.03 Passengers While on County Business**

It is recommended that no non-business passengers should be in the vehicle when the vehicle is being used on County business.

## **10.04 Unauthorized Use**

Employee agrees to indemnify and hold harmless Caldwell County from and against any and all losses, costs, judgments, damages, claims or liabilities growing out of or resulting from any unauthorized use of a County-owned or leased vehicle or from use of said vehicle by an unauthorized driver who has care, control or custody of said vehicle.

## **10.05 Accident Reporting**

Any employee operating county equipment or vehicles must report all equipment and vehicular accidents, personal injury and property damage or liability claims to his/her supervisor, Human Resources, Auditor and the proper law enforcement agency immediately. If requested, Elected Official and/or Department Head may be required to report accident(s) to the Commissioners Court.

Each vehicular accident, no matter how minor, must be reported to the county in order that an official accident report can be filed. Reports should be made to the Human Resources and County Auditor's office. Failure to report accidents may lead to disciplinary action up to and including termination.

#### **10.06 County Vehicle Usage – General Guidelines**

All vehicles must be parked at a county facility at the end of each working day unless prior authorization has been granted by their elected official or department head.

Vehicles may be used only for work-related duties and if authorized to drive to and from work. They may be used for no other purpose except in an emergency or for trips completely incidental to County employment while driving to and from a County-related job site.

If an elected official/employee uses a County vehicle to commute to and from their primary residence, the fringe benefit use of said vehicle shall be included as taxable income of the elected official/employee in accordance with IRS Commuting Valuation Rules.

Marked vehicles used by law enforcement officers used to commute to and from work are considered as qualified non-personal vehicles and the use of such vehicles is not considered taxable income. Unmarked vehicles used by law enforcement officers are also considered as qualified non-personal vehicles and the use of the vehicles by such personnel to commute to and from work is not considered taxable income. The term "law enforcement officer" means an individual who is employed on either a full-time or part-time basis by a governmental unit that is responsible for the prevention or investigation of crime involving injury to persons or property (including apprehension or detention of persons for such crime), who is authorized by law to carry firearms, execute search warrants, and to make arrests (other than merely a citizen's arrest), and who regularly carries firearms (except when it is not possible to do so because of the requirements of undercover work). Use of either a marked or unmarked vehicle by a person who

is not a law enforcement officer would be considered as taxable income. Only County elected officials/employees, duly commissioned reserve officers authorized by the County Sheriff or Constable, or officers assigned to special operations and/or task force unit, Juvenile Probation Officers, Code Enforcement, Sanitation, Emergency Management, Unit Road and Building Maintenance personnel are authorized to drive a County vehicle by the Commissioners Court.

A list of duly commissioned reserve officers authorized by the County Sheriff, Constable, or to drive a County vehicle shall be maintained by the respective department head/elected official and a copy kept by the County Auditor's Office.

At no time may a County vehicle be used for personal gain, personal business, to drive to a place of secondary or part-time employment not related to County business, or for any other non-County related use.



County vehicles may not be used as tow vehicles, unless it is for official County business.

Allowed passengers in County vehicles are:

1. Anyone in the care and custody of law enforcement official;
2. County employees;
3. A non-employee on County-related business; and
4. Any person in need of transport due to an emergency

In the event of an accident involving a County-owned vehicle being used by County elected official/employee for personal reasons, the County elected official/employee will be fully liable for all damage and/or injuries sustained to all parties in the accident.

All drivers of County-owned vehicles, and those using their personal vehicles on County business, shall comply with all applicable State and local laws. It will be the responsibility of the driver to pay any fines imposed for not complying with such laws.

Federal Law prohibits any CDL driver operating any vehicle over 10,000 GWR from texting with fines and penalties, up to including loss of CDL. Caldwell County expressly prohibits anyone operating a County owned vehicle from texting with penalties, up to including loss of employment.

#### **10.07 Personal Usage**

Where use of a personal vehicle is judged to be the most reasonable means of transportation in the conduct of official County business, reimbursement will be at the maximum allowed rate according to State of Texas guidelines. Employees are expected to report the shortest distance between points of departure and destinations for all travel. Travel between an employee's residence and the County office is not eligible for reimbursement.

## **APPENDIX A — PUBLIC SERVANTS, BRIBERY, HONORARIA, GIFTS**

### **Public Servant, Section 1.07(a) (41), Texas Penal Code**

“Public servant” means a person elected, selected, appointed, employed, or otherwise designated as one of the following, even if he has not yet qualified for office or assumed his duties:

- (A) an officer, employee, or agent of government;
- (B) a juror or grand juror;
- (C) an arbitrator, referee, or other person who is authorized by law or private written agreement to hear or determine a cause or controversy; or
- (D) an attorney at law or notary public when participating in the performance of a government function; or
- (E) a candidate for nomination or election to public office;
- (F) a person who is performing a governmental function under a claim of right although he is not legally qualified to do so.

### **“Benefit” Defined, Section 1.07(a) (7), Texas Penal Code**

“Benefit” means anything reasonably regarded as pecuniary gain or pecuniary advantage, including benefit to any other person in whose welfare the beneficiary has a direct and substantial interest.

### **Bribery--Section 36.02, Texas Penal Code**

- (b) A person commits an offense if he intentionally or knowingly offers, confers, or agrees to confer on another, or solicits, accepts, or agrees to accept from another:
  - any benefit as consideration for the recipient’s decision, opinion, recommendation, vote, or other exercise of discretion as a public servant, party official, or voter;
  - any benefit as consideration for the recipient’s decision, vote, recommendation, or other exercise of official discretion in a judicial or administrative proceeding;
  - any benefit as consideration for a violation of a duty imposed by law on a public servant or party official; or

- any benefit that is a political contribution as defined by Title 15, Election Code, or that is an expenditure made and reported in accordance with Chapter 305, Government Code, if the benefit was offered, conferred, solicited, accepted, or agreed to pursuant to an express agreement to take or withhold a specific exercise of official discretion if such exercise of official discretion would not have been taken or withheld but for the benefit; notwithstanding any rule of evidence or jury instruction allowing factual inferences in the absence of certain evidence, direct evidence of the express agreement shall be required in any prosecution under this subdivision.
- (c) It is no defense to prosecution under this section that a person whom the actor sought to influence was not qualified to act in the desired way whether because he had not yet assume office or he lacked jurisdiction or for any other reason.
- (d) It is no defense to prosecution under this section that the benefit is not offered or conferred or that the benefit is not solicited or accepted until after:
- the decision, opinion, recommendation, vote, or other exercise of discretion has occurred; or
  - the public servant ceases to be a public servant.
- (e) It is an exception to the application of Subdivisions (1), (2), and (3) of Subsection (a) that the benefit is a political contribution as defined by Title 15, Election Code, or an expenditure made and reported in accordance with Chapter 305, Government Code.
- (f) An offense under this section is a felony of the second degree.

**Acceptance of Honorarium—Section 36.07, Texas Penal Code**

- (a) A public servant commits an offense if the public servant solicits, accepts, or agrees to accept an honorarium in consideration for services that the public servant would not have been requested to provide but for the public servant's official position or duties.
- (b) This section does not prohibit a public servant from accepting transportation and lodging expenses in connection with a conference or similar event in which the public servant renders services, such as addressing an audience or engaging in a seminar, to the extent that those services are more than merely perfunctory, or from accepting meals in connection with such an event.
- (c) An offense under this section is a Class A misdemeanor.

**Gift to Public Servant by Person Subject to his Jurisdiction, Section 36.08, Texas Penal**

**Code**

- A. A public servant in an agency performing regulatory functions or conducting inspections or investigations commits an offense if he solicits, accepts, or agrees to accept any benefit from a person the public servant knows to be subject to regulation, inspection, or investigation by the public servant or his agency.
- B. A public servant in an agency having custody of prisoners commits an offense if he solicits, accepts, or agrees to accept any benefit from a person the public servant knows to be in his custody or the custody of his agency.
- C. A public servant in an agency carrying on civil or criminal litigation on behalf of government commits an offense if he solicits, accepts, or agrees to accept any benefit from a person against whom the public servant knows litigation is pending or contemplated by the public servant or his agency.
- D. A public servant who exercises discretion in connection with contracts, purchases, payments, claims, or other pecuniary transactions of government commits an offense if he solicits, accepts, or agrees to accept any benefit from a person the public servant knows is interested in or likely to become interested in any contract, purchase, payment, claim, or transaction involving the exercise of his discretion.
- E. A public servant who has judicial or administrative authority, who is employed by or in a tribunal having judicial or administrative authority, or who participates in the enforcement of a tribunal's decision, commits an offense if he solicits, accepts, or agrees to accept any benefit from a person the public servant knows is interested in or likely to become interested in any matter before the servant or tribunal.
- F. and (g) not included in this Appendix
- H. An offense under this section is a Class A misdemeanor.
- I. A public servant who receives an unsolicited benefit that the public servant is prohibited from accepting under this section may donate the benefit to a governmental entity that has the authority to accept the gift or may donate the benefit to a recognized tax-exempt charitable organization formed for educational, religious, or scientific purposes.

**Section 36.10, Texas Penal Code [Exceptions to 36.08]**

(a) Sections 36.08 (Gift to Public Servant) and 36.09\* (Offering Gift to Public Servant) do not apply to:

1. a fee prescribed by law to be received by a public servant or any other benefit to which the public servant is lawfully entitled or for which he gives legitimate consideration in a capacity other than as a public servant;
  2. a gift or other benefit conferred on account of kinship or a personal, professional, or business relationship independent of the official status of the recipient; or
  3. a benefit to a public servant required to file a statement under Chapter 572, Government Code, or a report under Title 15, Election Code that is derived from a function in honor or appreciation of the recipient if:
    - (A) the benefit and the source of any benefit in excess of \$50 are reported in the statement;
    - (B) the benefit is used solely to defray the expenses that accrue in the performance of duties or activities in connection with the office which are non-reimbursable by the state or political subdivision;
  4. a political contribution as defined by Title 15, Election Code;
  5. not included in this Appendix;
  6. an item with a value of less than \$50, excluding cash or a negotiable instrument as described in Section 3.104, Business and Commerce Code; or
  7. an item issued by a governmental entity that allows the use of property or facilities owned, leased, or operated by the governmental entity.
- (b) Section 36.08 (Gift to Public Servant) does not apply to food, lodging, transportation,
- (c) Or entertainment accepted as a guest and, if the donee is required by law to report those items, reported by the donee in accordance with that law.

\*Section 36.09 not included in this Appendix

**2014.12.08.26 Discussion/Action** to approve employee job descriptions as provided by the HR department. **Cost:** None; **Speaker:** Judge Bonn/Deborah Kortan; **Backup:** None.

**2014.12.08.27 Adjournment**