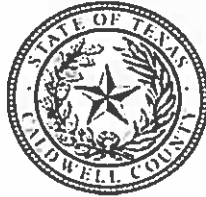


**COMMISSIONERS COURT
AGENDA
NOVEMBER 13, 2018**

Commissioners Court – November 13, 2018

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



Notice is hereby given that an open meeting of the Caldwell County Commissioners Court will be held on the 13th day of November, 2018 at 9:00 A.M. in the 2nd 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:

Call Meeting to Order.

Invocation. Lockhart Ministerial Alliance

Pledge of Allegiance to the Flags.

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

Announcements. Items or comments from Court members or staff.

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

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

1. Approve payment of County invoices in the amount of \$ 345,373.15.
2. Ratify re-occurring County payments in the amount of:
 - A. \$ 293,392.01 (Payroll for 10/14/2018 – 10/27/2018)
 - B. \$ 87,965.10 (Payroll Tax for 10/14/2018-10/27/2018)
 - C. \$ 61,086.61 (Department of Motor Vehicle Fees)
3. Accept quarterly reporting as submitted by County Treasurer's Office:
 - A. \$ 105.00 (Sexual Abuse/Substance Abuse Programs)
 - B. \$ 175,577.13 (State Criminal Costs & Fees)
 - C. \$ 21,343.77 (Civil Fees)

FILED this 8th day of Nov 20 18
4:15 P M
CAROL HOLCOMB
COUNTY CLERK, CALDWELL COUNTY TEXAS
By Maricela Sulez Deputy

D.	\$	2,963.42	(Child Safety Seat & Seat Beat Violation Fees)
E.	\$	901.31	(Specialty Court Program Account)
F.	\$	7,516.34	(Electronic Filing System State Fund for Civil and Criminal)

4. Accept and approve payment of Surety Bond Continuation Certificate #14771315 for Court Clerk, Melanie Bowden.
5. Accept the Cost Allocation for the 2019 Appraisal District and Collection Budgets.

SPECIAL PRESENTATION

Amy Baxter, Lockhart Animal Shelter recognition of Volunteers

Lt. Anthony Hardee, Caldwell County Sheriff's Office – Vision Summit Reentry Conference Recap

AGENDA ACTION ITEMS

6. **Discussion/Action** regarding the burn ban. **Cost: None; Speaker: Judge Schawe / Carine Chalfoun; Backup: None.**
7. **Discussion/Action** regarding a plan to combine Caldwell County's Public Service Announcement Points (PSAP's) and presentation. **Cost: None; Speaker: Judge Schawe; Backup: None.**
8. **Discussion/Action** to adopt an Interlocal Cooperative Agreement between Caldwell County and the City of Lockhart for the regulation of subdivisions within the Extraterritorial Jurisdiction of the City of Lockhart, pursuant to Section 242.001(d)(1) of the Texas Local Government Code. **Cost: None; Speaker: Judge Schawe; Backup: 16.**
9. **Discussion/Action** to authorize the County Judge to execute a Chapter 381 Economic Development Incentive Agreement between Visionary Fiber Technologies and Caldwell County for purposes of local economic development through a tax rebate incentive. **Cost: TBD; Speaker: Judge Schawe; Backup: 31.**
10. **Discussion/Action** to approve the nominations to the Plum Creek Conservation District Board of Directors for a four-year term. **Cost: None; Speaker: Judge Schawe; Backup: 2.**
11. **Discussion/ Action** to approve Budget Amendment #1, Fiscal Year 2018-2019 decreasing budget line item(s) 001-6510-4860 / Contingency in the amount of \$5,829 and 001-6510-4863 / Overtime Contingency in the amount of \$5,605; and approve the increased budget line item(s)

009-1000-2140 / Uniform Stipend in the amount of \$5,200, 009-1000-1150 / Overtime in the amount of \$5,000, 009-1000-2010 / Social Security & Medicare Tax in the amount of \$781 (\$398 + \$383), 009-1000-2030 / Retirement \$453 (\$231 + \$222), 001-9000-4961 / Transfer to Courthouse Security in the amount of \$11,434 and 009-7000-1000 / Transfer from General Fund in the amount of \$11,434. The total cost will be \$11,434 'Transfer from the General Fund to Transfer to Courthouse Security Fund. **Cost: \$11,434.00; Speaker: Judge Schawe; Backup: 1.**

12. **Discussion/Action** to approve Budget Amendment # 2 decreasing budget line item 001-6510-4863 / Overtime Contingency in the amount of \$1,120; and increasing budget line item(s) 001-2130-1150 / Overtime Contingency in the amount of \$1,000, 001-2130-2010 / Social Security & Medicare in the amount of \$76, and 001-2130-2030 / Retirement in the amount of \$44 netting a \$0 cost to General Fund, (Decreasing Non-Departmental Overtime Contingency / Increasing County Auditor Overtime). **Cost: None; Speaker: Judge Schawe; Backup: 1.**
13. **Discussion/Action** regarding the Certificates of Obligation expenditure list items. **Cost: TBD; Speaker: Judge Schawe; Backup: 1.**
14. **Discussion/Action** regarding the engagement letter with Rutledge, Crain & Company, PC for the purposes of financial statements auditing for the year ended September 30, 2018. **Cost: The cost is not to exceed \$29,750 for the financial statements, and an estimate of \$7,500 to conduct and report on the single audit; Speaker: Judge Schawe / Barbara Gonzales; Backup: 8.**
15. **Discussion/Action** to approve Final Draft Request for Proposal (RFP) for Administration and Professional Services of General Land Office – Community Development Block Grant (GLO-CDBG) funding. Following approval of RFP final draft, RFP advertisement will be conducted on November 15th, 2018 & submission deadline of proposals is Nov. 26th, 2018. **Cost: None; Speaker: Judge Schawe / Danie Blake; Backup: 28.**
16. **Discussion/Action** to approve Final Draft Request for Proposal (RFP) for Management Services for Caldwell County Hazard Mitigation Projects/Funding. Following approval of RFP final draft, RFP advertisement will be conducted on November 15th, 2018 and submission deadline of proposals is November 26th, 2018. **Cost: None; Speaker: Judge Schawe / Danie Blake; Backup: 25.**
17. **Discussion/Action** to approve Final Draft of Request for Qualifications (RFQ: 18CCP01A) for the TCEQ-LID 319 Grant - Construction Manager at Risk Project. Succeeding approval of final draft, Purchasing Agent will notify the public of RFQ:18CCP01A. All statements of qualifications will be submitted to the Purchasing Agent no later than the deadline of November 28, 2018 at 2:00 p.m. **Cost: None; Speaker: Judge Schawe / Danie Blake; Backup: 35.**

18. **Discussion/Action** to approve Final Draft of Request for Qualifications (RFQ: 18CCP01B) for the TCEQ-LID 319 Grant – Design Build Project. Succeeding approval of final draft, Purchasing Agent will notify the public of RFQ:18CCP01B. All statements of qualifications will be submitted to the Purchasing Agent no later than the deadline of November 28, 2018 at 2:00 p.m. **Cost: None; Speaker: Judge Schawe / Danie Blake; Backup: 35.**
19. **Discussion/Action** Purchasing Department requests approval to compose standard Request for Bid (RFB) for a mowing maintenance contract, on behalf of Unit Road Department. **Cost: None; Speaker: Judge Schawe / Danie Blake; Backup: None.**
20. **Discussion/Action** to approve acceptance of a Texas Department of Public Safety Emergency Management Performance Grant (EMPG) of \$31,340.43. **Cost: None; Speaker: Judge Schawe / Dennis Engelke; Backup: 9.**
21. **Discussion/Action** to approve pursuing an application for the Texas General Land Office Community Development and Revitalization Program grant as distributed through the Capital Area Council of Governments Community Development Block Grant (CDBG) Disaster Recovery funds initiative. **Cost: TBD; Speaker: Judge Schawe / Dennis Engelke; Backup: 10.**
22. **Discussion/Action** authorizing the County Judge to enter into a Supplemental Agreement to Interlocal Cooperative Agreement between Caldwell County and City of San Marcos for Subdivision Regulation Within the Extraterritorial Jurisdiction of the City of San Marcos regarding development review of an approximate 53-acre tract located at FM 142 near Church Street in Maxwell. **Cost: None; Speaker: Commissioner Theriot; Backup: 2.**
23. **Discussion/Action** to authorize Resolution 21-2018 certifying the reallocation of surface transportation block grant funding and committed matching funds to the Capital Area Metropolitan Planning Organization (CAMPO) for the FM 150/Yarrington Road project. **Cost: TBD; Speaker: Commissioner Theriot; Backup: 22.**
24. **Discussion/Action** concerning approval of an Order authorizing the filing of a Final Plat (Short Form Procedure) for Reserve Acres on Burdette Wells Road (CR 207). **Cost: None; Speaker: Commissioner Moses / Kasi Miles; Backup: 19.**
25. **Discussion/Action** concerning approval of an Order authorizing the filing of a Final Plat (Short Form Procedure) for Pecan Meadows, Lot #10 located on Old Lockhart Road (CR 178). **Cost: None; Speaker: Commissioner Roland / Kasi Miles; Backup: 13.**

26. Discussion/Action regarding the renewal of the lease of 9675 State Highway 142 in Maxwell for Precinct 3 Justice. Cost: TBD; Speaker: Judge Schawe; Backup: 2.

27. Adjournment.

As authorized by Chapter 551 of the Texas Government Code, the Commissioners Court of Caldwell County, Texas reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any of the matters listed above. The Court may adjourn for matters that may relate to Texas Government Code Section 551.071(1) (Consultation with Attorney about pending or contemplated litigation or settlement offers), Texas Government Code Section 551.071(2) (Consultation with Attorney when the attorney's obligations under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas conflicts with Chapter 551 of the Texas Government Code), Texas Government Code Section 551.072 (Deliberations about Real Property), Texas Government Code Section 551.073 (Deliberations about Gifts and Donations), Texas Government Code Section 551.074 (Personnel Matters), Texas Government Code Section 551.0745 (Deliberations about a County Advisory Body), Texas Government Code Section 551.076 (Deliberations about Security Devices), and Texas Government Code Section 551.057 (Economic Development Negotiations). In the event that the Court adjourns into Executive Session, the Court will announce under what section of the Texas Government Code the Commissioners Court is using as its authority to enter into an Executive Session. The meeting facility is wheelchair accessible and accessible parking spaces are available. Request for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the County Judge's office at 512-395-1805 for further information. www.co.caldwell.tx.us

CONSENT AGENDA.

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

- 1. Approve payment of County invoices in the amount of \$ 345,373.15.**



Caldwell County, TX

Expense Approval Register

Packet: APPKT02796 - 11/13/18 a/p run

Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
Fund: 001 - GENERAL FUND					
FLEETCOR TECHNOLOGIES, I	NP54535117	ACCT # BG114286 9/24 - 10	DUE FROM C C A D	001-1260	939.57
MAILROOM FINANCE, INC.	10/03/18	ACCT # 7900 0440 8038 549	POSTAGE INVENTORY	001-1370	1,415.16
					<u>2,354.73</u>
Department : 2120 - COUNTY TREASURER					
DEWITT POTH & SON	551311-0	CUST # 12430 CALENDAR, D	OFFICE SUPPLIES	001-2120-3110	53.55
			Department 2120 - COUNTY TREASURER Total:		<u>53.55</u>
Department : 2140 - TAX ASSESSOR - COLLECTOR					
DARLA LAW	103118	TRAVEL EXPENSE FOR 10/01	TRANSPORTATION	001-2140-4260	225.63
CALDWELL COUNTY APPRAIS	110118	OCT-18 REIMBURSEMENT R	PROFESSIONAL SERVICES	001-2140-4110	2,132.87
			Department 2140 - TAX ASSESSOR - COLLECTOR Total:		<u>2,358.50</u>
Department : 2150 - COUNTY CLERK					
BANKNOTE CORPORATION O	SO1804050	TEXAS LOCAL VITAL RECORD	OFFICE SUPPLIES	001-2150-3110	630.80
			Department 2150 - COUNTY CLERK Total:		<u>630.80</u>
Department : 3200 - DISTRICT ATTORNEY					
WEST GROUP PAYMENT CEN	838980532	ACCT # 1004742988 SEPT 2	PUBLICATIONS	001-3200-4315	405.00
WEST GROUP PAYMENT CEN	838990419	ACCT # 1000732986 SEPT 2	PUBLICATIONS	001-3200-4315	196.00
DAHILL OFFICE TECHNOLOG	IN1797990	ACCT # CC26 WASTE TONER	OFFICE SUPPLIES	001-3200-3110	25.00
TEXAS DISTRICT & COUNTY A	145859	FRED WEBER 11/28 -30/1	TRAINING	001-3200-4810	175.00
WEST GROUP PAYMENT CEN	765318 TRACKING #	ACCT #1000732986 2019 ED	PUBLICATIONS	001-3200-4315	149.00
OPTIMA, INC	37703-1	SO # 37703 6' LONG HIDE-A	OFFICE SUPPLIES	001-3200-3110	913.83
FLEETCOR TECHNOLOGIES, I	NP54535117	ACCT # BG114286 9/24 - 10	TRANSPORTATION	001-3200-4260	168.62
DAVID BROOKS, ATTORNEY	102018	LEGAL CONSULTATION SERVI	PUBLICATIONS	001-3200-4315	100.00
WEST GROUP PAYMENT CEN	839098123	ACCT # 1000732986 9/05 - 1	PUBLICATIONS	001-3200-4315	73.73
TRANSUNION RISK AND ALT	110118	ACCT ID: 234599	DUES & SUBSCRIPTIONS	001-3200-3050	25.00
			Department 3200 - DISTRICT ATTORNEY Total:		<u>2,231.11</u>
Department : 3220 - DISTRICT CLERK					
DEWITT POTH & SON	551017-1	CUST # 12430 RUBBERBAND	OFFICE SUPPLIES	001-3220-3110	10.80
TINA FREEMAN	101818	CONFERENCE 10/16 - 18/18	TRAINING	001-3220-4810	165.87
			Department 3220 - DISTRICT CLERK Total:		<u>176.67</u>
Department : 3230 - DISTRICT JUDGE					
ROBERT A HAEDGE	18-079	CAUSE # 18-079 ASHLEY RE	ADULT - ATTY LITIGATION EX	001-3230-4080	5.00
ROBERT A HAEDGE	18-079	CAUSE # 18-079 ASHLEY RE	ADULT - INDIGENT ATTORNE	001-3230-4160	750.00
COMAL COUNTY TREASURER	101118	12% FOR JULY, AUGUST & SE	VISITING JUDGES	001-3230-4020	3,902.50
KLEON C. ANDREADIS	18-227 & 18-228	CAUSE # 18-227 & 18-228 JA	ADULT - INDIGENT ATTORNE	001-3230-4160	350.00
JOSHUA ALAN ERWIN	16-040	CAUSE # 16-040 KIMERLEY C	ADULT - ATTY LITIGATION EX	001-3230-4080	11.00
JOSHUA ALAN ERWIN	16-040	CAUSE # 16-040 KIMERLEY C	ADULT - INDIGENT ATTORNE	001-3230-4160	750.00
THE LAW OFFICE OF TREY HI	16-256 1	CAUSE # 16-256 NATAEL CA	ADULT - INDIGENT ATTORNE	001-3230-4160	550.00
ROBERT A HAEDGE	18-128	CAUSE # 18-128 JO ANN ROJ	ADULT - ATTY LITIGATION EX	001-3230-4080	5.00
ROBERT A HAEDGE	18-128	CAUSE # 18-128 JO ANN ROJ	ADULT - INDIGENT ATTORNE	001-3230-4160	750.00
THE LAW OFFICE OF TREY HI	2018-059	CAUSE # 2018-059 DJANIE S	ADULT - ATTY LITIGATION EX	001-3230-4080	10.00
THE LAW OFFICE OF TREY HI	2018-059	CAUSE # 2018-059 DJANIE S	ADULT - INDIGENT ATTORNE	001-3230-4160	500.00
MONIQUE M. HINCHCLIFF, #	101818	DAY IN COURT: OCT 18, 2018	TRANSPORTATION	001-3230-4260	40.00
THE LAW OFFICE OF TREY HI	16-039	CAUSE # 16-039 MARISOL D	ADULT - INDIGENT ATTORNE	001-3230-4160	150.00
SCHOON LAW FIRM, PC	15-070	CAUSE # 15-070 JARED MCC	ADULT - INDIGENT ATTORNE	001-3230-4160	300.00
THE LAW OFFICES OF JASON	16-018	CAUSE # 16-018 GUSTAVO C	ADULT - INDIGENT ATTORNE	001-3230-4160	525.00
THE LAW OFFICES OF JASON	17-001	CAUSE # 17-001 JARRELL HO	ADULT - INDIGENT ATTORNE	001-3230-4160	375.00
THE CASEY LAW FIRM	2016-114	CAUSE # 2016-114 BRITNEY	ADULT - INDIGENT ATTORNE	001-3230-4160	300.00
WALTER S. DEAN, SR.	12-197	CAUSE # 12-197 STANLEY W	ADULT - INDIGENT ATTORNE	001-3230-4160	475.00
PHIL TURNER LAW PC	16-150	CAUSE # 16-150 CHERI CALD	ADULT - INDIGENT ATTORNE	001-3230-4160	475.00
PHIL TURNER LAW PC	18-109	CAUSE # 18-109 WILLIAM H	ADULT - ATTY LITIGATION EX	001-3230-4080	5.00
PHIL TURNER LAW PC	18-109	CAUSE # 18-109 WILLIAM H	ADULT - INDIGENT ATTORNE	001-3230-4160	450.00

Expense Approval Register

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Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
PAUL MATTHEW EVANS	18-193	CAUSE # 18-193 DEVON RIO	ADULT - ATTY LITIGATION EX	001-3230-4080	5.00
PAUL MATTHEW EVANS	18-193	CAUSE # 18-193 DEVON RIO	ADULT - INDIGENT ATTORNE	001-3230-4160	585.00
THE LAW OFFICES OF JASON	13-109 & 15-170	CAUSE # 13-109 & 15-170 L	ADULT - INDIGENT ATTORNE	001-3230-4160	500.00
THE LAW OFFICE OF TREY HI	18-017	CAUSE # 18-017 JAMIE LOUI	ADULT - ATTY LITIGATION EX	001-3230-4080	10.00
THE LAW OFFICE OF TREY HI	18-017	CAUSE # 18-017 JAMIE LOUI	ADULT - INDIGENT ATTORNE	001-3230-4160	750.00
LEON TRANSLATIONS	18982	CAUSE # 18-021 / CAUSE # 1	ADULT - EXPERT WITNESS	001-3230-4150	225.00
DEWITT POTH & SON	550786-0 C	CUST # 12430 PLANNER, W	OFFICE SUPPLIES	001-3230-3110	-35.35
PHIL TURNER LAW PC	2018-073	CAUSE 2018-073 JOHN STOV	ADULT - ATTY LITIGATION EX	001-3230-4080	5.00
PHIL TURNER LAW PC	2018-073	CAUSE 2018-073 JOHN STOV	ADULT - INDIGENT ATTORNE	001-3230-4160	825.00
				Department 3230 - DISTRICT JUDGE Total:	13,548.23
Department : 3240 - COUNTY COURT LAW					
HEATHER HOLDEN	CALD100118	TRAVEL 10/1 - 5/18	VISITING COURT REPORTERS	001-3240-4030	170.04
TERRI ROBASON	101518	DAYS IN COURT - 10/8 & 10/	VISITING COURT REPORTERS	001-3240-4030	98.10
CHERYL K BAILEY	2682-18CC	CAUSE # 2682-18CC A.A.L.	JUVENILE - INDIGENT ATTOR	001-3240-4180	441.00
DAVID MENDOZA	2699-18CC	CAUSE # 2699-18CC I.I.C.	JUVENILE - INDIGENT ATTOR	001-3240-4180	500.00
DAVID MENDOZA	2712-18CC	CAUSE # 2712-18CC F.R.P.	JUVENILE - INDIGENT ATTOR	001-3240-4180	250.00
LARRY O. RASCO	2714-18CC	CAUSE # 2714-18CC J.M.G-P	JUVENILE - INDIGENT ATTOR	001-3240-4180	250.00
HEATHER HOLDEN	CALDCC102218	TRAVEL - 10/22 - 26/18	VISITING COURT REPORTERS	001-3240-4030	212.55
BOVIK & MEREDITH P.C.	18J-2715	CAUSE # 18J-2715 J.R.V.	JUVENILE - INDIGENT ATTOR	001-3240-4180	250.00
				Department 3240 - COUNTY COURT LAW Total:	2,171.69
Department : 3251 - JUSTICE OF THE PEACE - PRCT. 1					
CARL R. OHLENDORF INSURA	16557	POLICY # 14771315 ACCT # C	EMPLOYEE BONDING	001-3251-2070	50.00
				Department 3251 - JUSTICE OF THE PEACE - PRCT. 1 Total:	50.00
Department : 3253 - JUSTICE OF THE PEACE - PRCT. 3					
PRINTING SOLUTIONS	21265	JAMIE HERRERA - BUSINESS	OFFICE SUPPLIES	001-3253-3110	45.00
PRINTING SOLUTIONS	21266	STAMPS / TYPESETTING / SIG	OFFICE SUPPLIES	001-3253-3110	94.50
DEWITT POTH & SON	552608-0	CUST # 12430 REFILL, GEL, U	OFFICE SUPPLIES	001-3253-3110	23.72
DEWITT POTH & SON	549700-0	CUST # 12430 PUNCH, HVYD	OFFICE SUPPLIES	001-3253-3110	1,155.74
				Department 3253 - JUSTICE OF THE PEACE - PRCT. 3 Total:	1,318.96
Department : 3254 - JUSTICE OF THE PEACE - PRCT. 4					
OFFICE DEPOT	222701650001	ACCT # 37937774 SHREDDE	OFFICE SUPPLIES	001-3254-3110	246.71
CARD SERVICE CENTER	102518	ENDS W/0057 9/28 - 10/23	OFFICE SUPPLIES	001-3254-3110	71.09
				Department 3254 - JUSTICE OF THE PEACE - PRCT. 4 Total:	317.80
Department : 4300 - COUNTY SHERIFF					
AEGEAN, LLC	234359	MATT WILLIAMS - 11/27 - 2	TRAINING	001-4300-4810	325.00
AEGEAN, LLC	234360	MATT WILLIAMS/DETECTIVE	TRAINING	001-4300-4810	495.00
MAILROOM FINANCE, INC.	101218	ACCT # 7900 0440 8052 695	POSTAGE	001-4300-3120	200.00
OFFICE DEPOT	217477986001	ACCT # 43682634 CASE , CD	OPERATING SUPPLIES	001-4300-3130	49.84
OFFICE DEPOT	217477987001	ACCT # 43682634 FIVE PACK	OPERATING SUPPLIES	001-4300-3130	17.98
OFFICE DEPOT	219205956001	ACCT # 43682634 ADESSO T	OPERATING SUPPLIES	001-4300-3130	101.92
DEWITT POTH & SON	551885-0	CUST # 12430 SPOTPAPER -	OPERATING SUPPLIES	001-4300-3130	213.00
OFFICE DEPOT	217477985001	ACCT # 43682634 INK, REPL	OPERATING SUPPLIES	001-4300-3130	29.98
OFFICE DEPOT	220084997001	ACCT # 43682634 REMOVER	OPERATING SUPPLIES	001-4300-3130	12.79
OFFICE DEPOT	220085786001	ACCT # 43682634 CLIPS, JU	OPERATING SUPPLIES	001-4300-3130	61.32
BRIAN BARRINGTON	9149703	PICK UP MINATURE MULE A	OPERATING SUPPLIES	001-4300-3130	100.00
OFFICE DEPOT	212687499001	ACCT # 43682634 LABEL, TA	OPERATING SUPPLIES	001-4300-3130	211.98
SPRINT	122236591-115	ACCT # 122236591 9/17 - 10	TELEPHONE	001-4300-4420	37.99
DONNA HOEHNE	102518	TRAINING 10/15 - 19/18	TRAINING	001-4300-4810	7.36
CARD SERVICE CENTER	102518	ENDS W/0057 9/28 - 10/23	OPERATING SUPPLIES	001-4300-3130	317.73
CARD SERVICE CENTER	102518	ENDS W/0057 9/28 - 10/23	OPERATING SUPPLIES	001-4300-3130	131.81
CARD SERVICE CENTER	102518	ENDS W/0057 9/28 - 10/23	OPERATING SUPPLIES	001-4300-3130	249.99
DAVE ERSKINE	102918	TRAVEL EXPENSE 10/29/18	OPERATING SUPPLIES	001-4300-3130	95.78
DEWITT POTH & SON	553098-0	CUST # 12430 SPOTPAPER - L	OPERATING SUPPLIES	001-4300-3130	213.00
FLEETCOR TECHNOLOGIES, I	NP54535117	ACCT # BG114286 9/24 - 10	TRANSPORTATION	001-4300-4260	10,019.97
LOCKHART POST REGISTER	00085818	10/04 & 11/18 LOST	OPERATING SUPPLIES	001-4300-3130	31.96
LIVENGOOD FEED STORE	LOINV000171659	ACCT # 1C250 TEXAS CHOIC	OPERATING SUPPLIES	001-4300-3130	117.48
MAILROOM FINANCE, INC.	92018	ACCT # 7900 0440 8252 695	POSTAGE	001-4300-3120	311.3C
CHISHOLM TRAIL VETERINAR	11897	TOSCA - CARE	OPERATING SUPPLIES	001-4300-3130	194.07
CHISHOLM TRAIL VETERINAR	11901	TOSCA - CARE	OPERATING SUPPLIES	001-4300-3130	2.6C

Expense Approval Register

Packet: APPKT02796 - 11/13/18 a/p run

Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
LIVENGOOD FEED STORE	LOINV000172732	ACCT # 1C250 HAY COASTAL	OPERATING SUPPLIES	001-4300-3130	315.51
ON CALL MOBILE VETERINA	2018-09-27	60 YO QH / 4 YO QH STUD C	OPERATING SUPPLIES	001-4300-3130	252.00
ON CALL MOBILE VETERINA	2018-09-28	12 YO QH GELDING CCOUNT	OPERATING SUPPLIES	001-4300-3130	18.00
BRIAN BARRINGTON	919702	CATCH 2 HORSES AT 465 SIE	OPERATING SUPPLIES	001-4300-3130	200.00
				Department 4300 - COUNTY SHERIFF Total:	14,335.45
Department : 4310 - COUNTY JAIL					
JAN FORD MUSTIN PH.D, P.C	10102018	TCOLE EVALUATION , MMPI	EMPLOYEE PHYSICALS	001-4310-4135	295.00
TEXAS STATE NOTARY BURE	131756198	JENNIFER M LOTT	OPERATING SUPPLIES	001-4310-3130	33.90
TEXAS STATE NOTARY BURE	131756287	TABITHA CARROLL	OPERATING SUPPLIES	001-4310-3130	33.90
CARL R. OHLENDORF INSURA	16548	POLICY # 72086168 ACCT #	PROFESSIONAL SERVICES	001-4310-4110	71.00
SYSCO CENTRAL TEXAS, INC	213906295	CUST # 043430 CHEMICAL &	OPERATING SUPPLIES	001-4310-3130	207.34
SYSCO CENTRAL TEXAS, INC	213906296	CUST # 043430 DAIRY / SEA	FOOD SUPPLIES	001-4310-3100	1,281.55
SYSCO CENTRAL TEXAS, INC	213906296	CUST # 043430 DAIRY / SEA	OPERATING SUPPLIES	001-4310-3130	173.61
M.B. HAMMO ENTERPRISES,	5762	TOILET PAPER REGULAR / RO	OPERATING SUPPLIES	001-4310-3130	668.31
FLOWERS BAKING CO. OF SA	1038388939	CUST # 0040078309 MIC 20	FOOD SUPPLIES	001-4310-3100	215.28
FERRIS JOSEPH PRODUCE, IN	105977	RED CABBAGE LB	FOOD SUPPLIES	001-4310-3100	113.30
PRINTING SOLUTIONS	21264	FORMS - NOTICE OF RELEAS	OPERATING SUPPLIES	001-4310-3130	100.50
PFG-TEMPLE	9306615	CUST # 435577 DRY GROCE	FOOD SUPPLIES	001-4310-3100	1,088.92
MARK'S PLUMBING PARTS	INV001746104	CUST # 278898 SLOAN REGA	REPAIRS & MAINTENANCE	001-4310-4510	557.42
FERRIS JOSEPH PRODUCE, IN	105988	AA MED 15 DOZ EGGS	FOOD SUPPLIES	001-4310-3100	205.50
SYSCO CENTRAL TEXAS, INC	2133913085	CUST # 043430 DAIRY / MEA	FOOD SUPPLIES	001-4310-3100	1,280.80
SYSCO CENTRAL TEXAS, INC	2133913085	CUST # 043430 DAIRY / MEA	OPERATING SUPPLIES	001-4310-3130	158.62
S-F MECHANICAL GROUP, IN	29646	STRAIGHT TIMEW SERVICE	REPAIR AND MAINT SUPPLIE	001-4310-3160	429.00
FERRIS JOSEPH PRODUCE, IN	106035	25 LBS 6 X 6 COMBO TOMAT	FOOD SUPPLIES	001-4310-3100	126.00
FERRIS JOSEPH PRODUCE, IN	106037	BANANAS EA	FOOD SUPPLIES	001-4310-3100	146.40
CARL R. OHLENDORF INSURA	16549	POLICY # 72086169 ACCT #	PROFESSIONAL SERVICES	001-4310-4110	71.00
PFG-TEMPLE	9309670	CUST # 435577 DRY GROCE	FOOD SUPPLIES	001-4310-3100	588.51
FLOWERS BAKING CO. OF SA	1038389028	CUST # 0040078309 OBSOL	FOOD SUPPLIES	001-4310-3100	253.44
FERRIS JOSEPH PRODUCE, IN	106060	ICEBERG 24 CT	FOOD SUPPLIES	001-4310-3100	43.00
AERODYNAMICS AIRCONDITI	1150	FREEZER SERVICE CALL	REPAIRS & MAINTENANCE	001-4310-4510	185.00
SYSCO CENTRAL TEXAS, INC	213925853	CUST # 043430 DAIRY / MEA	FOOD SUPPLIES	001-4310-3100	1,144.59
SYSCO CENTRAL TEXAS, INC	213925853	CUST # 043430 DAIRY / MEA	OPERATING SUPPLIES	001-4310-3130	152.66
SYSCO CENTRAL TEXAS, INC	213925854	CUST # 043430 CHEMICAL &	OPERATING SUPPLIES	001-4310-3130	416.32
PELLERIN LAUNDRY MACHIN	343804	CUST # 21068 SAIL SWITCH	REPAIRS & MAINTENANCE	001-4310-4510	400.63
M.B. HAMMO ENTERPRISES,	5791	TOILET PAPER REGULAR / RO	OPERATING SUPPLIES	001-4310-3130	728.33
TEXAS PRISONER TRANSPOR	10002	ORDER # 10002 SLOAN, NAT	EXTRADITION	001-4310-4270	382.75
FLOWERS BAKING CO. OF SA	1038389053	CUST # 0040078309 MIC 20	FOOD SUPPLIES	001-4310-3100	32.40
FERRIS JOSEPH PRODUCE, IN	106075	RED CABBAGE LB	FOOD SUPPLIES	001-4310-3100	67.30
PFG-TEMPLE	9313586	CUST # 435577 DRY GROCE	FOOD SUPPLIES	001-4310-3100	1,398.44
FIRETROL PROTECTION SYST	100557771	CUST # 4700021 MATERIAL	REPAIRS & MAINTENANCE	001-4310-4510	530.80
FERRIS JOSEPH PRODUCE, IN	10678	CELERY EA	FOOD SUPPLIES	001-4310-3100	292.87
SYSCO CENTRAL TEXAS, INC	213932379	CUST # 043430 DAIRY / MEA	FOOD SUPPLIES	001-4310-3100	1,306.77
SYSCO CENTRAL TEXAS, INC	213932379	CUST # 043430 DAIRY / MEA	OPERATING SUPPLIES	001-4310-3130	14.95
UNIFIRST CORPORATION	822 2128977	CUST# 222727 RTE # F6140	OPERATING SUPPLIES	001-4310-3130	65.01
SOUTHERN HEALTH PARTNE	BASE33571	CUST ID: CAL-7388 NOVEM	PROFESSIONAL SERVICES	001-4310-4110	39,489.34
FERRIS JOSEPH PRODUCE, IN	106123	CABBAGE GREEN 50 LB JBO S	FOOD SUPPLIES	001-4310-3100	176.00
FERRIS JOSEPH PRODUCE, IN	106136	BANANAS EA	FOOD SUPPLIES	001-4310-3100	159.80
LOCKHART - TRUE VALUE	25855 /1	CUST # 11239 SHERIFF DEPT	REPAIRS & MAINTENANCE	001-4310-4510	12.95
PFG-TEMPLE	9316767	CUST # 435577 DRY GROCE	FOOD SUPPLIES	001-4310-3100	1,097.65
FLOWERS BAKING CO. OF SA	1038389138	CUST # 0040078309 7" FL T	FOOD SUPPLIES	001-4310-3100	326.85
FERRIS JOSEPH PRODUCE, IN	106142	POTATOES 5/10 LB BAGGED	FOOD SUPPLIES	001-4310-3100	14.50
FARMER BROTHERS. CO.	68499352	ACCT # 6302473 ICE TEA BL	FOOD SUPPLIES	001-4310-3100	517.72
MARK'S PLUMBING PARTS	INV001748983	CUST ID: 278898 KOHLER SP	REPAIRS & MAINTENANCE	001-4310-4510	268.45
FERRIS JOSEPH PRODUCE, IN	106156	GREEN BELL PEPPERS LB	FOOD SUPPLIES	001-4310-3100	27.97
SYSCO CENTRAL TEXAS, INC	213945034	CUST # 043430 CHEMICAL &	OPERATING SUPPLIES	001-4310-3130	207.34
SYSCO CENTRAL TEXAS, INC	213945035	CUST # 043430 DAIRY / POU	FOOD SUPPLIES	001-4310-3100	1,334.20
M.B. HAMMO ENTERPRISES,	5842	TOILET PAPER REGULAR / RO	OPERATING SUPPLIES	001-4310-3130	751.10
UNIFIRST CORPORATION	822 2126714	CUST # 222727 RTE # F6140	OPERATING SUPPLIES	001-4310-3130	65.00
FERRIS JOSEPH PRODUCE, IN	106164	BANANAS EA	FOOD SUPPLIES	001-4310-3100	138.20
LOCKHART - TRUE VALUE	25907 /1	CUST # 11239 SHERIFF DEPT	REPAIRS & MAINTENANCE	001-4310-4510	85.80

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Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
AAA FIRE & SAFETY EQUIPM	308435	SCBA CYLINDERS HYROTEST	REPAIRS & MAINTENANCE	001-4310-4510	75.00
PFG-TEMPLE	9321421	CUST # 435577 DRY GROCE	FOOD SUPPLIES	001-4310-3100	1,373.42
COOKS CORRECTIONAL	N570242	CUST ID: 78644-1 LID 6 COM	OPERATING SUPPLIES	001-4310-3130	237.75
FERRIS JOSEPH PRODUCE, IN	106173	AA MED 15 DOZ EGGS	FOOD SUPPLIES	001-4310-3100	192.00
SYSCO CENTRAL TEXAS, INC	213951568	CUST # 043430 DAIRY / MEA	FOOD SUPPLIES	001-4310-3100	1,029.51
SYSCO CENTRAL TEXAS, INC	213951568	CUST # 043430 DAIRY / MEA	OPERATING SUPPLIES	001-4310-3130	39.98
TEXAS STATE NOTARY BURE	7202022	T. MUELLER COMMISSIN E	OPERATING SUPPLIES	001-4310-3130	35.90
UNIFIRST CORPORATION	822 2131222	CUST # 222727 RTE # F6140	OPERATING SUPPLIES	001-4310-3130	65.01
MARK'S PLUMBING PARTS	INV001750270	CUST ID: 278898 COMP, 1/	REPAIRS & MAINTENANCE	001-4310-4510	26.19
FERRIS JOSEPH PRODUCE, IN	106181	25 LBS 6X6 COMBO TOMAT	FOOD SUPPLIES	001-4310-3100	209.00
FERRIS JOSEPH PRODUCE, IN	106225	BANANAS EA	FOOD SUPPLIES	001-4310-3100	155.40
PFG-TEMPLE	9324629	CUST # 435577 DRY GROCE	FOOD SUPPLIES	001-4310-3100	1,272.02
FLEETCOR TECHNOLOGIES, I	NP54535117	ACCT # BG114286 9/24 - 10	TRANSPORTATION	001-4310-4260	1,541.99
FLOWERS BAKING CO. OF SA	1038388921	CUST # 0040078309 MIC 20	FOOD SUPPLIES	001-4310-3100	187.92
FERRIS JOSEPH PRODUCE, IN	105951	ICEBERG 24 CT	FOOD SUPPLIES	001-4310-3100	27.50
BLUEBONNET TRAILS MHMR	27-09-2018	VENDOR # 5915 PERIOD CO	PROFESSIONAL SERVICES	001-4310-4110	400.00
FARMER BROTHERS. CO.	68461185	ACCT # 6302473 UCETEA BL	FOOD SUPPLIES	001-4310-3100	562.74
AAA FIRE & SAFETY EQUIPM	307346	SCBA HYRO	REPAIRS & MAINTENANCE	001-4310-4510	75.00
Department 4310 - COUNTY JAIL Total:					67,440.49
Department : 4321 - CONSTABLES - PCT 1					
FLEETCOR TECHNOLOGIES, I	NP54535117	ACCT # BG114286 9/24 - 10	TRANSPORTATION	001-4321-4260	414.57
Department 4321 - CONSTABLES - PCT 1 Total:					414.57
Department : 4322 - CONSTABLES - PCT 2					
THOMAS WILL	102518	TRAINING 10/16 - 18/18	TRAINING	001-4322-4810	552.84
FLEETCOR TECHNOLOGIES, I	NP54535117	ACCT # BG114286 9/24 - 10	TRANSPORTATION	001-4322-4260	408.33
Department 4322 - CONSTABLES - PCT 2 Total:					961.17
Department : 4323 - CONSTABLES - PCT 3					
FLEETCOR TECHNOLOGIES, I	NP54535117	ACCT # BG114286 9/24 - 10	TRANSPORTATION	001-4323-4260	288.78
AXON ENTERPRISE, INC.	SI-1556671	CUST # 459242 AXON CAME	MACHINERY AND EQUIPME	001-4323-5310	699.00
Department 4323 - CONSTABLES - PCT 3 Total:					987.78
Department : 4324 - CONSTABLES - PCT 4					
FLEETCOR TECHNOLOGIES, I	NP54535117	ACCT # BG114286 9/24 - 10	TRANSPORTATION	001-4324-4260	228.77
Department 4324 - CONSTABLES - PCT 4 Total:					228.77
Department : 6510 - NON-DEPARTMENTAL					
RICOH USA, INC.	101221254	ACCT # 505575-1010175A16	RENTALS	001-6510-4610	853.39
XEROX CORPORATION	1332276	CONTRACT # 010-0063777-0	RENTALS	001-6510-4610	4,222.11
XEROX CORPORATION	1332436	CONSTRCT # 010-0076391-	RENTALS	001-6510-4610	171.00
NEOPOST USA INC	N7378350	CUST # 01054254 10/11/18	RENTALS	001-6510-4610	322.30
COMMAND COMMUNICATI	118-4252	2-TONE PAGING TO CELLPH	CONTINGENCY	001-6510-4860	1,074.00
NEOPOST USA INC	N7383591	CUST # 01054254 8/15/18 -	RENTALS	001-6510-4610	340.68
AT & T MOBILITY	875648878X10232018	ACCT # 875648878 9/16 - 1	FAX & INTERNET	001-6510-4425	417.85
MAILROOM FINANCE, INC.	O-00235142	ACCT ENDS W/9295 JUSTICE	OFFICE SUPPLIES	001-6510-3110	64.00
MAILROOM FINANCE, INC.	ORDER # O-00243202	ACCT ENDS W/ 9295 JUSTIC	OFFICE SUPPLIES	001-6510-3110	205.50
FLEETCOR TECHNOLOGIES, I	NP54535117	ACCT # BG114286 9/24 - 10	MISCELLANEOUS	001-6510-4850	169.85
MAILROOM FINANCE, INC.	10/03	ACCT # 7900 0440 8010 929	OFFICE SUPPLIES	001-6510-3110	1.80
AT&T	100518	ACCT # 512 A13-0189 725 3	FAX & INTERNET	001-6510-4425	5,034.50
TEXAS ASSOCIATION OF COU	NRCN-23561-WC1	COVERAGE # WC-0280-2019	WORKERS' COMP.	001-6510-2040	14,034.00
CENTRAL TEXAS AUTOPSY, P	12402	CTA 275-18: ANDREW CARM	AUTOPSY	001-6510-4123	2,100.00
TEXAS ASSOCIATION OF COU	20514-WC4	MEMBER # 0280 POLICY YE	WORKERS' COMP.	001-6510-2040	38,661.00
Department 6510 - NON-DEPARTMENTAL Total:					67,672.00
Department : 6520 - BUILDING MAINTENANCE					
LOWE'S COMPANIES, INC.	41414988	ENDS W/ 8510 PRECISION S	REPAIRS & MAINTENANCE	001-6520-4510	284.90
SMITH SUPPLY CO.- LOCKHA	786190	BIFEN I / T 4 OZ	REPAIRS & MAINTENANCE	001-6520-4510	47.80
CINTAS CORPORATION #86	4010747315	SOLD TO # 13228013 PAYER	UNIFORMS	001-6520-3140	81.00
WILSON RIGGIN	102426	3" X 6" X 1 3/9 SC	MARKET ST. ANNEX-LOCKHA	001-6520-3530	139.90
LOCKHART - TRUE VALUE	25751 /1	CUST # 11239 SHP QT SA DE	JP1/DRC BUILDING-LOCKHA	001-6520-3560	38.40
SMITH SUPPLY CO.- LOCKHA	787347	EXPAND COMP CONN 5/16 X	REPAIRS & MAINTENANCE	001-6520-4510	3.70
LOCKHART - TRUE VALUE	25762 /1	CUST # 11239 MULTI DRILL	JP1/DRC BUILDING-LOCKHA	001-6520-3560	22.50

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SMITH SUPPLY CO.- LOCKHA	787695	BRASS BALL VALVE 3/4"	JUDICIAL CENTER-LOCKHART	001-6520-3550	13.95
UNIFIRST CORPORATION	822 2127121	CUST # 222727 RTE # F2900	LULING ANNEX	001-6520-3510	46.91
LOCKHART - TRUE VALUE	25784 /1	CUST # 11239 BRUSH DSH /	REPAIRS & MAINTENANCE	001-6520-4510	3.99
SMITH SUPPLY CO.- LOCKHA	787740	WRENCH PIPE ALUM 24"	REPAIRS & MAINTENANCE	001-6520-4510	37.95
SMITH SUPPLY CO.- LOCKHA	787770	TRAP CAT/SQUIREL 10X10X2	REPAIRS & MAINTENANCE	001-6520-4510	57.95
SMITH SUPPLY CO.- LOCKHA	787777	BREAKER 30 AMP 2-P	UNIT ROAD MAINTENANCE	001-6520-3630	50.90
GRAINGER	9935897257	ACCT # 841505548 OSCILLA	BUILDING MAINTENANCE-LO	001-6520-3600	139.00
LOCKHART - TRUE VALUE	25806 /1	CUST # 11239 STAPLE COAX	JP1/DRC BUILDING-LOCKHA	001-6520-3560	4.99
LOCKHART - TRUE VALUE	25808 /1	CUST# 11239 PAINTBRUSH F	JP1/DRC BUILDING-LOCKHA	001-6520-3560	14.78
CINTAS CORPORATION #86	4011045166	SOLD TO # 13228013 PAYER	UNIFORMS	001-6520-3140	81.02
UNIFIRST CORPORATION	822 2128360	CUST # 222727 RTE # G4200	JP3 SIMON BUILDING-MAXW	001-6520-3500	42.73
DEALERS ELECTRIC	1853821-00	CUST # 134031 MAGNA PUL	REPAIRS & MAINTENANCE	001-6520-4510	228.40
LOCKHART - TRUE VALUE	25812 /1	CUST # 11239 HVY DUTY CA	JUDICIAL CENTER-LOCKHART	001-6520-3550	17.56
LOCKHART - TRUE VALUE	25820 /1	CUST # 11239 PAINTBRUSH	CALDWELL CO. COURTHOUS	001-6520-5120	17.35
SMITH SUPPLY CO.- LOCKHA	786208	SPEED SQUARE SWANSON	L.W.SCOTT ANNEX-LOCKHAR	001-6520-3540	14.00
DEALERS ELECTRIC	1853837-00	CUST # 134031 4 LIGHT WR	JP1/DRC BUILDING-LOCKHA	001-6520-3560	43.75
LOCKHART - TRUE VALUE	25832 /1	CUST # 11239 LEAKSEAL BLA	L.W.SCOTT ANNEX-LOCKHAR	001-6520-3540	12.99
UNIFIRST CORPORATION	822 2129042	CUST # 222727 RTE # F6110	CALDWELL CO. COURTHOUS	001-6520-5120	238.97
LOCKHART - TRUE VALUE	25636 /1	CUST # 11239 TAPE RULE 1	REPAIRS & MAINTENANCE	001-6520-4510	49.97
JOHN DEERE FINANCIAL	1810-208529	ACCT # 1-99 SAW HOLE 1-3	COUNTY BARN-DALE/LULING	001-6520-3610	29.53
LOCKHART - TRUE VALUE	25851 /1	TRANSFORMER 75 TP 300	UNIT ROAD MAINTENANCE	001-6520-3630	19.18
LOCKHART - TRUE VALUE	25852 /1	CUST # 11239 LIGHT AREA F	COUNTY BARN-DALE/LULING	001-6520-3610	41.95
LOCKHART - TRUE VALUE	25859 /1	CUST # 11239 SCREW STAR J	CALDWELL CO. COURTHOUS	001-6520-5120	209.92
UNIFIRST CORPORATION	822 2129395	CUST # 222727 RTE # F2900	LULING ANNEX	001-6520-3510	46.91
O'REILLY AUTOMOTIVE, INC.	0642-233914	CUST # 188092 1 QT MOTO	REPAIRS & MAINTENANCE	001-6520-4510	14.98
JOHN DEERE FINANCIAL	1810-209575	ACCT # 1-99 LED FLASHLIGH	REPAIRS & MAINTENANCE	001-6520-4510	24.95
SMITH SUPPLY CO.- LOCKHA	788409	SAFETY CONE ORANGE 18 "	MARKET ST. ANNEX-LOCKHA	001-6520-3530	35.80
SMITH SUPPLY CO.- LOCKHA	788459	BUSHING PVC 1/2 X 1/4 ST	REPAIRS & MAINTENANCE	001-6520-4510	20.15
LOCKHART - TRUE VALUE	25888 /1	CUST # 11239 SCREWS, NUT	BUILDING MAINTENANCE-LO	001-6520-3600	19.01
LOCKHART - TRUE VALUE	25896 /1	CUST # 11239 CONNECT KIT	SLATER BUILDING-LULING	001-6520-3570	46.57
CINTAS CORPORATION #86	4011310848	SOLD TO # 13228013 PAYER	UNIFORMS	001-6520-3140	81.02
UNIFIRST CORPORATION	822 2130631	CUST # 222727 RTE # G4200	JP3 SIMON BUILDING-MAXW	001-6520-3500	42.73
JOHN DEERE FINANCIAL	1810-210295	ACCT # 1-99 WTR HTR ELEC	SLATER BUILDING-LULING	001-6520-3570	399.95
JOHN DEERE FINANCIAL	1810-210316	ACCT # 1-99 HC PIPE NIPPLE	SLATER BUILDING-LULING	001-6520-3570	37.97
AUSTIN FLAG AND FLAGPOL	50387	ARMY / NAVY / MARINE / CO	CALDWELL CO. COURTHOUS	001-6520-5120	130.76
SMITH SUPPLY CO.- LOCKHA	788644	WELD WIRE 1X2X48" OER FT	L.W.SCOTT ANNEX-LOCKHAR	001-6520-3540	12.00
CARD SERVICE CENTER	102518	ENDS W/0057 9/28 - 10/23	OPERATING SUPPLIES	001-6520-3130	63.31
CARD SERVICE CENTER	102518	ENDS W/0057 9/28 - 10/23	REPAIRS & MAINTENANCE	001-6520-4510	219.95
CARD SERVICE CENTER	102518	ENDS W/0057 9/28 - 10/23	REPAIRS & MAINTENANCE	001-6520-4510	64.95
CARD SERVICE CENTER	102518	ENDS W/0057 9/28 - 10/23	REPAIRS & MAINTENANCE	001-6520-4510	102.96
SMITH SUPPLY CO.- LOCKHA	788732	PLAYBOX SAN 50#	JUDICIAL CENTER-LOCKHART	001-6520-3550	4.95
SMITH SUPPLY CO.- LOCKHA	788765	GALV ROUND WASH TUP 4 G	CALDWELL CO. COURTHOUS	001-6520-5120	9.50
UNIFIRST CORPORATION	822 2131289	CUST # 222727 RTE # F6110	CALDWELL CO. COURTHOUS	001-6520-5120	238.97
LOCKHART - TRUE VALUE	25950 /1	CUST # 11239 RYL INT SG LT	JP1/DRC BUILDING-LOCKHA	001-6520-3560	58.97
UNIFIRST CORPORATION	822 2131640	CUST # 222727 RTE # F2900	LULING ANNEX	001-6520-3510	47.67
FLEETCOR TECHNOLOGIES, I	NP54535117	ACCT # BG114286 9/24 - 10	TRANSPORTATION	001-6520-4260	804.44
LOCKHART - TRUE VALUE	25645 /1	CUST # 11239 2 X 6 X 8 #2	JP1/DRC BUILDING-LOCKHA	001-6520-3560	60.90
LOCKHART - TRUE VALUE	25649 /1	CUST # 11239 SCREW STAR	REPAIRS & MAINTENANCE	001-6520-4510	29.95
LOCKHART - TRUE VALUE	25654 /1	CUST # 11239 SCREWS, NUT	JP1/DRC BUILDING-LOCKHA	001-6520-3560	10.95
CINTAS CORPORATION #86	4010472600	SOLD TO # 13228013 PAYER	UNIFORMS	001-6520-3140	81.07
BEN COWAN	021744	JUSTICE CENTER LEAK - REPA	JUDICIAL CENTER-LOCKHART	001-6520-3550	499.00
DEALERS ELECTRIC	1854314-00	CUST # 134031 PHIL MH175	CALDWELL CO. COURTHOUS	001-6520-5120	147.90
CINTAS CORPORATION #86	4011606520	SOLD TO # 13228013 PAYER	UNIFORMS	001-6520-3140	81.07
LOCKHART - TRUE VALUE	25661 /1	CUST # 11239 1 X 4 X 8 #2 Y	JP1/DRC BUILDING-LOCKHA	001-6520-3560	14.30
LOCKHART - TRUE VALUE	25662 /1	CUST # 11239 FLYING INSEC	JP1/DRC BUILDING-LOCKHA	001-6520-3560	6.94
LOCKHART - TRUE VALUE	25665 /1	CUST # 11239 PRMR LTX GA	JP1/DRC BUILDING-LOCKHA	001-6520-3560	39.40
LOCKHART - TRUE VALUE	25672 /1	CUST # 11239 WHT ENTRAN	MARKET ST. ANNEX-LOCKHA	001-6520-3530	8.50
WILSON RIGGIN	102385	SOCKET SET	REPAIRS & MAINTENANCE	001-6520-4510	25.90
WILSON RIGGIN	102386	1 X 4 12 HARDIE TRIM	JP1/DRC BUILDING-LOCKHA	001-6520-3560	30.50
WILSON RIGGIN	102392	TUBES BIG STRETCH	JP1/DRC BUILDING-LOCKHA	001-6520-3560	15.70

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LOCKHART - TRUE VALUE	25712 /1	CUST # 11239 KEY CAPS 4 P	REPAIRS & MAINTENANCE	001-6520-4510	7.66
LOCKHART - TRUE VALUE	25721 /1	CUST # 11239 GORILLA SILV	CALDWELL CO. COURTHOUS	001-6520-5120	19.48
UNIFIRST CORPORATION	822 2103689	CUST # 222727 RTE # G4200	JP3 SIMON BUILDING-MAXW	001-6520-3500	42.73
UNIFIRST CORPORATION	822 2108220	CUST # 222727 RTE # G4200	JP3 SIMON BUILDING-MAXW	001-6520-3500	42.73
UNIFIRST CORPORATION	822 2104692	CUST # 222727 RTE # F2900	LULING ANNEX	001-6520-3510	46.91
UNIFIRST CORPORATION	822 2119448	CUST # 222727 PRCT # 3	JP3 SIMON BUILDING-MAXW	001-6520-3500	42.73
WILSON RIGGIN	102297	64 LIN FT F.J. WEDGE BASE	L.W.SCOTT ANNEX-LOCKHAR	001-6520-3540	53.47
JOHN DEERE FINANCIAL	1809-193299	ACCT # 1-99 PRELL ADV GEL	REPAIRS & MAINTENANCE	001-6520-4510	49.96
DEALERS ELECTRIC	1852986-00	CUST # 134031 TFL 250M RA	CALDWELL CO. COURTHOUS	001-6520-5120	244.10
UNIFIRST CORPORATION	822 2113727	CUST # 222727 RTE # F2900	LULING ANNEX	001-6520-3510	46.91
UNIFIRST CORPORATION	822 2099141 C	ACCT # 222727 CREDIT ON S	JP3 SIMON BUILDING-MAXW	001-6520-3500	-16.46
UNIFIRST CORPORATION	822 2114994	CUST # 222727 RTE # G4200	JP3 SIMON BUILDING-MAXW	001-6520-3500	42.73
LOCKHART - TRUE VALUE	25327 /1	CUST # 11239 SCREWS, NUT	JP1/DRC BUILDING-LOCKHA	001-6520-3560	36.27
Department 6520 - BUILDING MAINTENANCE Total:					6,276.57
Department : 6550 - ELECTIONS					
DEWITT POTH & SON	551347-0	CUST # 12430 HOLDER, BAD	Ballot Supplies	001-6550-3115	14.35
DEWITT POTH & SON	550615-1	CUST # 12430 TAGS, PLASTIC	OFFICE SUPPLIES	001-6550-3110	28.45
DEWITT POTH & SON	552161-0	CUST # 12430 CRTDG, INKJE	OFFICE SUPPLIES	001-6550-3110	32.95
DEWITT POTH & SON	552169-0	CUST # 12430 CRTDG, INKJE	OFFICE SUPPLIES	001-6550-3110	32.95
DEWITT POTH & SON	552350-0	CUST # 12430 SYSTEM 8289	OFFICE SUPPLIES	001-6550-3110	241.70
DEWITT POTH & SON	552601-0	CUST # 12430 DIVIDERS, LE	OFFICE SUPPLIES	001-6550-3110	9.64
DEWITT POTH & SON	552797-0	CUST # 12430 DIVIDERS, LE	OFFICE SUPPLIES	001-6550-3110	86.70
Department 6550 - ELECTIONS Total:					446.92
Department : 6560 - COMMISSIONERS COURT					
EDWARD ANTHONY THERIO	101218	TRAINING 10/8 - 11/18	TRAINING	001-6560-4810	880.81
TEXAS ASSOCIATION OF COU	239318	KENNETH SCHAWWE - 9/01/18	TRAINING	001-6560-4810	200.00
DEWITT POTH & SON	553030-0	CUST # 12430 SPOTPAPER -	OFFICE SUPPLIES	001-6560-3110	98.61
ESMERALDA CHAN	103018	TRAVEL EXPENSES 10/05 &	TRANSPORTATION	001-6560-4260	22.11
Department 6560 - COMMISSIONERS COURT Total:					1,201.61
Department : 6570 - VETERAN SERVICE OFFICER					
AL DOS SANTOS	103118	TRAVEL EXPENSES 10/09 - 31	TRANSPORTATION	001-6570-4260	144.21
DATASPEC, INC	6260	PROGRAM PURCHASE: STAT	OFFICE SUPPLIES	001-6570-3110	449.00
Department 6570 - VETERAN SERVICE OFFICER Total:					593.21
Department : 6580 - HUMAN RESOURCES					
TEXAS DEPT. OF PUBLIC SAFE	CRS-201809-155138	SECURE SITE CCH NAME SEA	OFFICE SUPPLIES	001-6580-3110	3.00
Department 6580 - HUMAN RESOURCES Total:					3.00
Department : 6590 - PURCHASING					
PRINTING SOLUTIONS	21211	BUSINESS CARDS DANNIE	OFFICE SUPPLIES	001-6590-3110	38.00
Department 6590 - PURCHASING Total:					38.00
Department : 6600 - ENG. & SUBDIVISION					
BOWMAN CONSULTING GR	260474	PROJ # 070004-06-001 TX ST	Professional Services	001-6600-4110	437.50
BOWMAN CONSULTING GR	260476	PROJ # 070004-06-002 TX ST	Professional Services	001-6600-4110	275.00
BOWMAN CONSULTING GR	260479	PROJ # 070004-22-002 LYTT	Professional Services	001-6600-4110	805.00
BOWMAN CONSULTING GR	260486	PROJ # 070004-65-001 DON'	Professional Services	001-6600-4110	220.00
BOWMAN CONSULTING GR	260489	PROJ # 070004-68-001 HART	Professional Services	001-6600-4110	220.00
Department 6600 - ENG. & SUBDIVISION Total:					1,957.50
Department : 6630 - GRANT WRITING/ADMIN					
PRINTING SOLUTIONS	21211	BUSINESS CARDS DANNIE	OFFICE SUPPLIES	001-6630-3110	38.00
Department 6630 - GRANT WRITING/ADMIN Total:					38.00
Department : 6640 - CODE INVESTIGATOR					
T7 ENTERPRISES, LLC	4756	80 PASSENGER/LIGHT TRUCK	DISPOSAL FEES	001-6640-3151	159.50
FLEETCOR TECHNOLOGIES, I	NP54535117	ACCT # BG114286 9/24 - 10	TRANSPORTATION	001-6640-4260	97.40
DEWITT POTH & SON	511078-0	CUST # 12430 FOLDER, FILE,	OFFICE SUPPLIES	001-6640-3110	270.50
Department 6640 - CODE INVESTIGATOR Total:					527.40
Department : 6650 - EMERG MGNT / HOMELAND SEC					
CARD SERVICE CENTER	102518	ENDS W/0057 9/28 - 10/23	EMERGENCY OPERATIONS C	001-6650-4800	445.00

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Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
FLEETCOR TECHNOLOGIES, I	NP54535117	ACCT # BG114286 9/24 - 10	TRANSPORTATION	001-6650-4260	570.74
				Department 6650 - EMERG MGNT / HOMELAND SEC Total:	1,015.74
Department : 7610 - SANITATION DEPARTMENT					
FLEETCOR TECHNOLOGIES, I	NP54535117	ACCT # BG114286 9/24 - 10	TRANSPORTATION	001-7610-4260	59.96
				Department 7610 - SANITATION DEPARTMENT Total:	59.96
Department : 8700 - COUNTY AGENT					
RONDA LEHMAN	102218	EXPENSE FOR POSTAGE	POSTAGE	001-8700-3120	26.80
ELSIE LACY	102918	TRAVEL EXPENSES 10/03 - 2	MILEAGE REIMB- ADH DEMO	001-8700-4251	138.43
FLEETCOR TECHNOLOGIES, I	NP54535117	ACCT # BG114286 9/24 - 10	TRANSPORTATION	001-8700-4260	292.54
DEWITT POTH & SON	553249-0	CUST # 12430 LABEL, THER	OFFICE SUPPLIES	001-8700-3110	39.58
				Department 8700 - COUNTY AGENT Total:	497.35
				Fund 001 - GENERAL FUND Total:	189,907.84

Fund: 002 - UNIT ROAD FUND

Department : 1101 - ADMINISTRATION					
CINTAS CORPORATION #86	4010747172	CUST # 13232664 PAYER # 1	UNIFORMS	002-1101-2140	212.70
CINTAS CORPORATION #86	4010747194	CUST # 13228849 PAYER # 1	UNIFORMS	002-1101-2140	312.34
CINTAS CORPORATION #86	4010747200	CUST # 13232687 PAYER # 1	UNIFORMS	002-1101-2140	160.86
LOCKHART - TRUE VALUE	25746 /1	CUST # 11239 2 X 6 X 16 # 2	OPERATING SUPPLIES	002-1101-3130	12.65
SMITH SUPPLY CO.-LULING	64036	LAG SCREW 3/8 X 3	OPERATING SUPPLIES	002-1101-3130	2.70
SMITH SUPPLY CO.-LULING	64050	HITCH RECEIVER 2" W/3.5" D	OPERATING SUPPLIES	002-1101-3130	42.85
LOCKHART - TRUE VALUE	25779 /1	CUST # 11239 CM JIG SAW 4	OPERATING SUPPLIES	002-1101-3130	72.57
SMITH SUPPLY CO.-LULING	64093	REESE RECEIVER SLEEVED LO	OPERATING SUPPLIES	002-1101-3130	-17.95
BRAUNTEX MATERIALS, INC.	96776	ACCT # 1600 SEAWILLOW	FLEX BASE MATERIALS	002-1101-3143	7,261.76
PATHMARK TRAFFIC PROD.	029380	CUST # 00C1056 36" REFL R	SIGNS	002-1101-3181	254.00
LOCKHART - TRUE VALUE	25792 /1	CUST # 11239 MONSTR 7 O	OPERATING SUPPLIES	002-1101-3130	243.94
PATHMARK TRAFFIC PROD.	029494	CUST # 00C1056 12" X 18" .	SIGNS	002-1101-3181	83.40
HANSON EQUIPMENT	268150	# CAL001 NPT MALE SWIVE	OPERATING SUPPLIES	002-1101-3130	74.37
CINTAS CORPORATION #86	4011044925	CUST # 13232664 PAYER # 1	UNIFORMS	002-1101-2140	212.70
CINTAS CORPORATION #86	4011044954	CUST # 13228849 PAYER # 1	UNIFORMS	002-1101-2140	312.34
CINTAS CORPORATION #86	4011045019	CUST # 13232687 PAYER # 1	UNIFORMS	002-1101-2140	160.86
SMITH SUPPLY CO.- LOCKHA	787852	HEX NUT FULL 5/16	OPERATING SUPPLIES	002-1101-3130	27.00
SMITH SUPPLY CO.- LOCKHA	788004	CAR SCREW 5/16 X 2-1/4	OPERATING SUPPLIES	002-1101-3130	82.45
SOUTHERN TIRE MART, LLC	63265221	CUST # 142726 LT265/70R1	TIRES	002-1101-3190	632.00
MIDSTATE ENVIRONMENTAL	234282	ACCT # 86909 JOB DATE 10/	OPERATING SUPPLIES	002-1101-3130	75.00
MIDSTATE ENVIRONMENTAL	234285	ACCT #86906 JOB DATE 10/	OPERATING SUPPLIES	002-1101-3130	50.00
BRAUNTEX MATERIALS, INC.	96911	ACCT # 1600 SEAWILLOW	FLEX BASE MATERIALS	002-1101-3143	3,090.50
PETROLEUM TRADERS CORP	1321975	ACCT # 990644/1	FUEL	002-1101-3163	9,922.60
LOCKHART - TRUE VALUE	25892 /1	CUST # 11239 CLOTH HDW 2	OPERATING SUPPLIES	002-1101-3130	8.90
CINTAS CORPORATION #86	4011310563	CUST # 13232664 PAYER # 1	UNIFORMS	002-1101-2140	214.90
CINTAS CORPORATION #86	4011310625	CUST # 13228849 PAYER # 1	UNIFORMS	002-1101-2140	312.34
CINTAS CORPORATION #86	4011310666	CUST # 13232684 PAYER # 1	UNIFORMS	002-1101-2140	163.10
JOHN DEERE FINANCIAL	1810-210344	ACCT # 1-99 CHAIN SAW -.3	OPERATING SUPPLIES	002-1101-3130	45.90
CARD SERVICE CENTER	102518	ENDS W/0057 9/28 - 10/23	OPERATING SUPPLIES	002-1101-3130	124.80
CARD SERVICE CENTER	102518	ENDS W/0057 9/28 - 10/23	OPERATING SUPPLIES	002-1101-3130	148.30
BLADES GROUP LLC	16707836	ROAD RESCUE ASPHALT PAT	FLEX BASE MATERIALS	002-1101-3143	1,364.00
MARTINDALE-GUADALUPE G	54920	235 GALLONS	OPERATING SUPPLIES	002-1101-3130	540.50
CINTAS CORPORATION #86	4010472493	CUST # 13232687 PAYER # 1	UNIFORMS	002-1101-2140	160.86
CINTAS CORPORATION #86	4010472525	CUST # 13228849 PAYEE # 1	UNIFORMS	002-1101-2140	312.34
CINTAS CORPORATION #86	4010472553	CUST # 13232664 PAYER # 1	UNIFORMS	002-1101-2140	216.70
COLORADO MATERIALS, LTD.	257644	CUST # 1405 COUNTY YARD	AGGREGATE / GRAVEL	002-1101-3153	32,870.10
JOHN DEERE FINANCIAL	1810-214716	ACCT # 1-99 CHAIN SAW - 18	OPERATING SUPPLIES	002-1101-3130	41.90
COLORADO MATERIALS, LTD.	257786	CUST # 1405 BARTH ROAD	AGGREGATE / GRAVEL	002-1101-3153	35,551.90
COLORADO MATERIALS, LTD.	257787	CUST # 1405 MINERAL SRI	AGGREGATE / GRAVEL	002-1101-3153	34,184.20
HOFMANN'S SUPPLY	834871	CUST # 01734 ACETYLENE S	RENTALS	002-1101-4610	103.80
ERGO ASPHALT AND EMUL	9401937144	# 912994 2018-19 ASPHALT	SEAL COATING	002-1101-4630	1,940.80
				Department 1101 - ADMINISTRATION Total:	131,587.70
Department : 1102 - VEHICLE MAINTENANCE					
LACAL EQUIPMENT INC.	0290281-IN	CUST # 00-0210029 BLADE	SUPPLIES & SMALL TOOLS	002-1102-3136	187.70
GLOSSERMAN AUTOMOTIVE	095459	ACCT # 1010 LOAD BINDERS	SUPPLIES & SMALL TOOLS	002-1102-3136	194.90

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Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
HOLT TRUCK CENTERS	PIMAO296827	CUST # 0203920 CLAMP	SUPPLIES & SMALL TOOLS	002-1102-3136	625.77
O'REILLY AUTOMOTIVE, INC.	0642-233066	CUST # 188092 LP PROTECT	SUPPLIES & SMALL TOOLS	002-1102-3136	14.99
GLOSSERMAN AUTOMOTIVE	095551	ACCT # 1010 NAPAGOLD FU	SUPPLIES & SMALL TOOLS	002-1102-3136	34.64
GLOSSERMAN AUTOMOTIVE	095580	ACCT # 1010 WIPER BLADE	SUPPLIES & SMALL TOOLS	002-1102-3136	88.56
RUSH TRUCK CENTER	3012471393	CUST # 121177 DETENT ASS	REPAIRS & MAINTENANCE	002-1102-4510	450.18
GLOSSERMAN AUTOMOTIVE	095635	ACCT # 1010 WIPER BLADE -	SUPPLIES & SMALL TOOLS	002-1102-3136	117.68
JOHN H. RODRIQUEZ, JR.	010452	NEW BACK GLASS '10 SILVER	REPAIRS & MAINTENANCE	002-1102-4510	240.00
GLOSSERMAN AUTOMOTIVE	095727	ACCT # 1010 SAFETY FIRST A	SUPPLIES & SMALL TOOLS	002-1102-3136	39.96
RUSH TRUCK CENTER	3012532553	CUST # 121177 SENSOR-TE	REPAIRS & MAINTENANCE	002-1102-4510	935.49
ROMCO EQUIPMENT COMP	107107809	CUST # 13570 GRADER BLA	SUPPLIES & SMALL TOOLS	002-1102-3136	2,368.50
GLOSSERMAN AUTOMOTIVE	095796	ACCT # 1010 32 PREMIUM B	SUPPLIES & SMALL TOOLS	002-1102-3136	117.72
O'REILLY AUTOMOTIVE, INC.	0642-230464	CUST # 188092 MAF SENSO	SUPPLIES & SMALL TOOLS	002-1102-3136	286.88
O'REILLY AUTOMOTIVE, INC.	0642-230554	CUST # 188092 CORE RETUR	SUPPLIES & SMALL TOOLS	002-1102-3136	-30.00
GLOSSERMAN AUTOMOTIVE	095830	ACCT # 1010 DIESEL EXST FLD	SUPPLIES & SMALL TOOLS	002-1102-3136	320.83
O'REILLY AUTOMOTIVE, INC.	0642-230651	CUST # 188092 OIL FILTER	SUPPLIES & SMALL TOOLS	002-1102-3136	20.09
O'REILLY AUTOMOTIVE, INC.	0642-230786	CUST# 188092 OIL FILTER	SUPPLIES & SMALL TOOLS	002-1102-3136	9.60
O'REILLY AUTOMOTIVE, INC.	0642-230799	CUST # 188092 ENGRAVER	SUPPLIES & SMALL TOOLS	002-1102-3136	18.52
O'REILLY AUTOMOTIVE, INC.	0642-230808	CUST # 188092 12 OZ CFSC	SUPPLIES & SMALL TOOLS	002-1102-3136	12.98
O'REILLY AUTOMOTIVE, INC.	0642-231335	CUST # 188092 TOWING KIT	SUPPLIES & SMALL TOOLS	002-1102-3136	32.99
O'REILLY AUTOMOTIVE, INC.	0642-231377	CUST # 188092 MANIFOLD S	SUPPLIES & SMALL TOOLS	002-1102-3136	48.04
O'REILLY AUTOMOTIVE, INC.	0642-231471	CUST # 188092 OIL PRESS S	SUPPLIES & SMALL TOOLS	002-1102-3136	89.16
O'REILLY AUTOMOTIVE, INC.	0642-219153	CUST # 188092 CLEANER / L	SUPPLIES & SMALL TOOLS	002-1102-3136	7.99
O'REILLY AUTOMOTIVE, INC.	0642-223020	CUST # 188092 CUT-OUT-S	SUPPLIES & SMALL TOOLS	002-1102-3136	28.28
O'REILLY AUTOMOTIVE, INC.	0642-223581	CUST # 188092 CABIN FILTE	SUPPLIES & SMALL TOOLS	002-1102-3136	165.99
O'REILLY AUTOMOTIVE, INC.	0642-224698	CUST # 188092 ENGINE MO	SUPPLIES & SMALL TOOLS	002-1102-3136	168.32
Department 1102 - VEHICLE MAINTENANCE Total:					6,595.87

Department : 1103 - FLEET MAINTENANCE

CINTAS CORPORATION #86	4010747281	CUST # 13228085 PAYER # 1	UNIFORMS	002-1103-2140	76.69
CAPITOL AUTO PARTS	07LV0222	CUST # L10358 ANCO 31-SE	OPERATING SUPPLIES	002-1103-3135	5.59
INTERSTATE BATTERIES-MET	320030645	ACCT # 3810 MTP-66	OPERATING SUPPLIES	002-1103-3135	132.32
LOCKHART MOTOR CO.,INC.	T44689	CUST # 3810 SENSOR - OXY	OPERATING SUPPLIES	002-1103-3135	70.12
CAPITOL AUTO PARTS	07LV1559	CUST # L10358 WIRE - BATT	OPERATING SUPPLIES	002-1103-3135	185.06
CAPITOL AUTO PARTS	07LV1650	CUST # L10358 WIRE - BATT	OPERATING SUPPLIES	002-1103-3135	1.06
BENNY BOYD LOCKHART, LLC	30636	ACCT # 5020 SENSOR - A	OPERATING SUPPLIES	002-1103-3135	92.00
LOCKHART MOTOR CO.,INC.	T44694	CUST # 3810 VALVE ASY	OPERATING SUPPLIES	002-1103-3135	311.20
CINTAS CORPORATION #86	4011045045	CUST # 13228085 PAYER # 1	UNIFORMS	002-1103-2140	76.69
CAPITOL AUTO PARTS	07LV2836	CUST # L10358 FILTER - AIR	OPERATING SUPPLIES	002-1103-3135	80.24
LOCKHART MOTOR CO.,INC.	T44711	CUST # 3810 WIPER BLADE	OPERATING SUPPLIES	002-1103-3135	122.72
CAPITOL AUTO PARTS	07LV3579	CUST # L10358 ORG EQUIP S	OPERATING SUPPLIES	002-1103-3135	193.69
CAPITOL AUTO PARTS	07LV3872	CUST # L10358 LUCAS HEAV	OPERATING SUPPLIES	002-1103-3135	12.34
CAPITOL AUTO PARTS	07LV3988	CUST # L10358 ORIG EQUIP	OPERATING SUPPLIES	002-1103-3135	-55.00
CAPITOL AUTO PARTS	07LV4443	CUST # L10358 CABIN AIR FI	OPERATING SUPPLIES	002-1103-3135	8.45
CAPITOL AUTO PARTS	07LV4577	CUST # L10358 BLOWER MO	OPERATING SUPPLIES	002-1103-3135	318.25
CINTAS CORPORATION #86	4011310711	CUST # 13228085 PAYER # 1	UNIFORMS	002-1103-2140	76.69
FIRESTONE	147203	LIC # YMBPW TX VIN # 1G11	TIRES	002-1103-3190	129.64
CAPITOL AUTO PARTS	07LU6008	CUST # L10358 ANCO 31-SE	OPERATING SUPPLIES	002-1103-3135	118.40
CAPITOL AUTO PARTS	07LU6129	CUST # L10358 FILTER-HEAV	OPERATING SUPPLIES	002-1103-3135	29.70
CINTAS CORPORATION #86	4010472627	CUST # 13228085 PAYER # 1	UNIFORMS	002-1103-2140	76.69
LOCKHART MOTOR CO.,INC.	T44751	CUST # 3810 KIT - JET	OPERATING SUPPLIES	002-1103-3135	24.50
LOCKHART MOTOR CO.,INC.	T44757	CUST # 3810 KIT -TERMINAL	OPERATING SUPPLIES	002-1103-3135	49.00
LOCKHART MOTOR CO.,INC.	T44761	CUST # 3810 GASKET	OPERATING SUPPLIES	002-1103-3135	9.70
LOCKHART MOTOR CO.,INC.	T44756	CUST # 3810 SENSOR - HEG	OPERATING SUPPLIES	002-1103-3135	335.17
Department 1103 - FLEET MAINTENANCE Total:					2,480.97

Fund 002 - UNIT ROAD FUND Total: 140,664.56

Fund: 003 - RECORDS PRESERVATION FUND

Department : 3000 - COUNTY CLERK EXP

TYLER TECHNOLOGIES, INC.	025-230008	WEB HOSTING - RECORDING	SOFTWARE MAINTENANCE	003-3000-4520	6,776.00
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Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
TYLER TECHNOLOGIES, INC.	025-237492	CUST # 47804 WEB HOSTIN	SOFTWARE MAINTENANCE	003-3000-4520	-6,211.33
				Department 3000 - COUNTY CLERK EXP Total:	564.67
				Fund 003 - RECORDS PRESERVATION FUND Total:	564.67
Fund: 010 - GRANT FUND					
Department : 1000 - DEPARTMENTS - Header					
CARD SERVICE CENTER	102518	ENDS W/0057 9/28 - 10/23	MISCELLANEOUS--OTHER	010-1000-4850	12.78
				Department 1000 - DEPARTMENTS - Header Total:	12.78
Department : 4310 - COUNTY JAIL					
CCJ COMMISSARY FUND	6804	CARD READER / 6 FT CF TBL -	Vision Summit-Expenses-Jail	010-4310-3110	215.72
PRINTING SOLUTIONS	CCSO - SGT HARDEE	BOOKLETS / BOARDS / BADG	Vision Summit-Expenses-Jail	010-4310-3110	2,376.01
				Department 4310 - COUNTY JAIL Total:	2,591.73
				Fund 010 - GRANT FUND Total:	2,604.51
Fund: 013 - CAPITAL PROJECTS FUND					
Department : 6550 - ELECTIONS					
ELECTION SYSTEMS & SOFT	1063327	ACCT # C04192 REF: 11/06/	MACHINERY AND EQUIPME	013-6550-5310	6,733.33
ELECTION SYSTEMS & SOFT	1064011	ACCT # C04192 BALLOLTS 1	MACHINERY AND EQUIPME	013-6550-5310	3,831.98
ELECTION SYSTEMS & SOFT	1064011	ACCT # C04192 BALLOLTS 1	MACHINERY AND EQUIPME	013-6550-5310	-259.00
ELECTION SYSTEMS & SOFT	1064381	ACCT # C04192 ABST KITS 1	MACHINERY AND EQUIPME	013-6550-5310	1,325.26
				Department 6550 - ELECTIONS Total:	11,631.57
				Fund 013 - CAPITAL PROJECTS FUND Total:	11,631.57
Grand Total:					345,373.15

Fund Summary

Fund	Expense Amount
001 - GENERAL FUND	189,907.84
002 - UNIT ROAD FUND	140,664.56
003 - RECORDS PRESERVATION FUND	564.67
010 - GRANT FUND	2,604.51
013 - CAPITAL PROJECTS FUND	11,631.57
Grand Total:	345,373.15

Account Summary

Account Number	Account Name	Expense Amount
001-1260	DUE FROM C C A D	939.57
001-1370	POSTAGE INVENTORY	1,415.16
001-2120-3110	OFFICE SUPPLIES	53.55
001-2140-4110	PROFESSIONAL SERVICE	2,132.87
001-2140-4260	TRANSPORTATION	225.63
001-2150-3110	OFFICE SUPPLIES	630.80
001-3200-3050	DUES & SUBSCRIPTIONS	25.00
001-3200-3110	OFFICE SUPPLIES	938.83
001-3200-4260	TRANSPORTATION	168.62
001-3200-4315	PUBLICATIONS	923.73
001-3200-4810	TRAINING	175.00
001-3220-3110	OFFICE SUPPLIES	10.89
001-3220-4810	TRAINING	165.87
001-3230-3110	OFFICE SUPPLIES	-35.35
001-3230-4020	VISITING JUDGES	3,902.58
001-3230-4080	ADULT - ATTY LITIGATIO	56.00
001-3230-4150	ADULT - EXPERT WITNES	225.00
001-3230-4160	ADULT - INDIGENT ATTO	9,360.00
001-3230-4260	TRANSPORTATION	40.00
001-3240-4030	VISITING COURT REPOR	480.69
001-3240-4180	JUVENILE - INDIGENT AT	1,691.00
001-3251-2070	EMPLOYEE BONDING	50.00
001-3253-3110	OFFICE SUPPLIES	1,318.96
001-3254-3110	OFFICE SUPPLIES	317.80
001-4300-3120	POSTAGE	511.30
001-4300-3130	OPERATING SUPPLIES	2,938.83
001-4300-4260	TRANSPORTATION	10,019.97
001-4300-4420	TELEPHONE	37.99
001-4300-4810	TRAINING	827.36
001-4310-3100	FOOD SUPPLIES	18,387.56
001-4310-3130	OPERATING SUPPLIES	4,155.58
001-4310-3160	REPAIR AND MAINT SUP	429.00
001-4310-4110	PROFESSIONAL SERVICE	40,031.34
001-4310-4135	EMPLOYEE PHYSICALS	295.00
001-4310-4260	TRANSPORTATION	1,541.99
001-4310-4270	EXTRADITION	382.75
001-4310-4510	REPAIRS & MAINTENAN	2,217.27
001-4321-4260	TRANSPORTATION	414.57
001-4322-4260	TRANSPORTATION	408.33
001-4322-4810	TRAINING	552.84
001-4323-4260	TRANSPORTATION	288.78
001-4323-5310	MACHINERY AND EQUIP	699.00
001-4324-4260	TRANSPORTATION	228.77
001-6510-2040	WORKERS' COMP.	52,695.00
001-6510-3110	OFFICE SUPPLIES	271.36
001-6510-4123	AUTOPSY	2,100.00
001-6510-4425	FAX & INTERNET	5,452.41
001-6510-4610	RENTALS	5,909.44
001-6510-4850	MISCELLANEOUS	169.83
001-6510-4860	CONTINGENCY	1,074.00

Account Summary

Account Number	Account Name	Expense Amount
001-6520-3130	OPERATING SUPPLIES	63.35
001-6520-3140	UNIFORMS	405.10
001-6520-3500	JP3 SIMON BUILDING-M	239.92
001-6520-3510	LULING ANNEX	235.25
001-6520-3530	MARKET ST. ANNEX-LOC	184.25
001-6520-3540	L.W.SCOTT ANNEX-LOCK	92.46
001-6520-3550	JUDICIAL CENTER-LOCK	535.46
001-6520-3560	JP1/DRC BUILDING-LOC	398.80
001-6520-3570	SLATER BUILDING-LULIN	484.53
001-6520-3600	BUILDING MAINTENANC	158.01
001-6520-3610	COUNTY BARN-DALE/LU	71.52
001-6520-3630	UNIT ROAD MAINTENAN	70.08
001-6520-4260	TRANSPORTATION	804.44
001-6520-4510	REPAIRS & MAINTENAN	1,276.45
001-6520-5120	CALDWELL CO. COURTH	1,256.95
001-6550-3110	OFFICE SUPPLIES	432.57
001-6550-3115	Ballot Supplies	14.35
001-6560-3110	OFFICE SUPPLIES	98.65
001-6560-4260	TRANSPORTATION	22.13
001-6560-4810	TRAINING	1,080.88
001-6570-3110	OFFICE SUPPLIES	449.00
001-6570-4260	TRANSPORTATION	144.21
001-6580-3110	OFFICE SUPPLIES	3.00
001-6590-3110	OFFICE SUPPLIES	38.00
001-6600-4110	Professional Services	1,957.50
001-6630-3110	OFFICE SUPPLIES	38.00
001-6640-3110	OFFICE SUPPLIES	270.51
001-6640-3151	DISPOSAL FEES	159.50
001-6640-4260	TRANSPORTATION	97.45
001-6650-4260	TRANSPORTATION	570.74
001-6650-4800	EMERGENCY OPERATIO	445.00
001-7610-4260	TRANSPORTATION	59.96
001-8700-3110	OFFICE SUPPLIES	39.58
001-8700-3120	POSTAGE	26.80
001-8700-4251	MILEAGE REIMB- ADH D	138.43
001-8700-4260	TRANSPORTATION	292.54
002-1101-2140	UNIFORMS	2,752.10
002-1101-3130	OPERATING SUPPLIES	1,576.16
002-1101-3143	FLEX BASE MATERIALS	11,716.32
002-1101-3153	AGGREGATE / GRAVEL	102,606.37
002-1101-3163	FUEL	9,922.68
002-1101-3181	SIGNS	337.40
002-1101-3190	TIRES	632.00
002-1101-4610	RENTALS	103.84
002-1101-4630	SEAL COATING	1,940.85
002-1102-3136	SUPPLIES & SMALL TOO	4,970.20
002-1102-4510	REPAIRS & MAINTENAN	1,625.67
002-1103-2140	UNIFORMS	306.76
002-1103-3135	OPERATING SUPPLIES	2,044.57
002-1103-3190	TIRES	129.64
003-3000-4520	SOFTWARE MAINTENAN	564.67
010-1000-4850	MISCELLANEOUS--OTHE	12.78
010-4310-3110	Vision Summit-Expenses	2,591.73
013-6550-5310	MACHINERY AND EQUIP	11,631.57
	Grand Total:	345,373.15

Project Account Summary

Project Account Key	Expense Amount
None	<u>345,373.15</u>
Grand Total:	345,373.15



Caldwell County, TX

Payment Register

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01 - Vendor Set 01

Bank: AP BNK - Pooled Cash - Operation

Vendor Number 5-FMEC	Vendor Name 5-F MECHANICAL GROUP, INC			Total Vendor Amount	429.00
Payment Type Check	Payment Number	Payable Number	Description	Payable Date	Due Date
		29646	STRAIGHT TIMEW SERVICE	10/12/2018	11/13/2018
				Discount Amount	Payable Amount
				11/06/2018	429.00
				0.00	429.00

Vendor Number AAAFIR	Vendor Name AAA FIRE & SAFETY EQUIPMENT CO.			Total Vendor Amount	150.00
Payment Type Check	Payment Number	Payable Number	Description	Payable Date	Due Date
		307346	SCBA HYRO	09/28/2018	11/13/2018
		308435	SCBA CYLINDERS HYROTEST	10/25/2018	11/13/2018
				Discount Amount	Payable Amount
				11/06/2018	150.00
				0.00	75.00
				0.00	75.00

Vendor Number PUBAGE	Vendor Name AEGEAN, LLC			Total Vendor Amount	820.00
Payment Type Check	Payment Number	Payable Number	Description	Payable Date	Due Date
		234359	MATT WILLIAMS - 11/27 - 29/18 UNDERSTANDING SEXU	10/10/2018	11/13/2018
Check					
		234360	MATT WILLIAMS/DETECTIVE & NEW 1/14-18/19	10/10/2018	11/13/2018
				Discount Amount	Payable Amount
				11/06/2018	325.00
				0.00	325.00
				11/06/2018	495.00
				0.00	495.00

Vendor Number AERDYN	Vendor Name AERODYNAMICS AIRCONDITIONING & REFRIG.			Total Vendor Amount	185.00
Payment Type Check	Payment Number	Payable Number	Description	Payable Date	Due Date
		1150	FRÉEZER SERVICE CALL	10/17/2018	11/13/2018
				Discount Amount	Payable Amount
				11/06/2018	185.00
				0.00	185.00

Vendor Number ALDOS	Vendor Name AL DOS SANTOS			Total Vendor Amount	144.21
Payment Type Check	Payment Number	Payable Number	Description	Payable Date	Due Date
		103118	TRAVEL EXPENSES 10/09 - 31/18	10/31/2018	11/13/2018
				Discount Amount	Payable Amount
				11/06/2018	144.21
				0.00	144.21

Vendor Number CININT	Vendor Name AT & T MOBILITY			Total Vendor Amount	417.89
Payment Type Check	Payment Number	Payable Number	Description	Payable Date	Due Date
		875648878X10232018	ACCT # 875648878 9/16 - 10/15/18	10/16/2018	11/13/2018
				Discount Amount	Payable Amount
				11/06/2018	417.89
				0.00	417.89

Vendor Number ATO189	Vendor Name AT&T			Total Vendor Amount	5,034.52
Payment Type Check	Payment Number	Payable Number	Description	Payable Date	Due Date
		100518	ACCT # 512 A13-0189 725 3 10/05 - 11/4/18	10/05/2018	11/13/2018
				Discount Amount	Payable Amount
				11/06/2018	5,034.52
				0.00	5,034.52

Payment Register

Vendor Number	Vendor Name					Total Vendor Amount
<u>AUSFLA</u>	AUSTIN FLAG AND FLAGPOLE					130.76
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				11/06/2018	130.76	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>50387</u>	ARMY / NAVY / MARINE / COAST FLAGS - COURTHOUSE	10/25/2018	11/13/2018	0.00	130.76	

Vendor Number	Vendor Name					Total Vendor Amount
<u>AXOENT</u>	AXON ENTERPRISE, INC.					699.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				11/06/2018	699.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>SI-1556671</u>	CUST # 459242 AXON CAMERA ASSEMBLY, OFFLINE	10/09/2018	11/13/2018	0.00	699.00	

Vendor Number	Vendor Name					Total Vendor Amount
<u>BANNOT</u>	BANKNOTE CORPORATION OF AMERICA					630.80
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				11/06/2018	630.80	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>SO1804050</u>	TEXAS LOCAL VITAL RECORDS	04/26/2018	11/13/2018	0.00	630.80	

Vendor Number	Vendor Name					Total Vendor Amount
<u>COWPLU</u>	BEN COWAN					499.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				11/06/2018	499.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>021744</u>	JUSTICE CENTER LEAK - REPAIR HOT WATER LEAK	10/31/2018	11/13/2018	0.00	499.00	

Vendor Number	Vendor Name					Total Vendor Amount
<u>BENBOY</u>	BENNY BOYD LOCKHART, LLC					92.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				11/06/2018	92.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>30636</u>	ACCT # 5020 SENSOR - A	10/16/2018	11/13/2018	0.00	92.00	

Vendor Number	Vendor Name					Total Vendor Amount
<u>ROARES</u>	BLADES GROUP LLC					1,364.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				11/06/2018	1,364.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>16707836</u>	ROAD RESCUE ASPHALT PATCH-50LB BAG ITEM # 77226€	10/29/2018	11/13/2018	0.00	1,364.00	

Vendor Number	Vendor Name					Total Vendor Amount
<u>BLUETR</u>	BLUEBONNET TRAILS MHMR					400.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				11/06/2018	400.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>27-09-2018</u>	VENDOR # 5915 PERIOD COVERED SEPT 2018	10/09/2018	11/13/2018	0.00	400.00	

Vendor Number	Vendor Name					Total Vendor Amount
<u>BQVMER</u>	BOVIK & MEREDITH P.C.					250.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				11/06/2018	250.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>18J-2715</u>	CAUSE # 18J-2715 J.R.V.	09/28/2018	11/13/2018	0.00	250.00	

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Vendor Number	Vendor Name					Total Vendor Amount
<u>BOWMAN</u>	BOWMAN CONSULTING GROUP LTD					1,957.50
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				11/06/2018	437.50	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>260474</u>	PROJ # 070004-06-001 TX STATE TUBES FLOODPLAIN	09/30/2018	11/13/2018	0.00	437.50	
Check				11/06/2018	275.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>260476</u>	PROJ # 070004-06-002 TX STATE TUBES DEVELOPMENT	09/30/2018	11/13/2018	0.00	275.00	
Check				11/06/2018	805.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>260479</u>	PROJ # 070004-22-002 LYTTON HILLS PRELIMINARY	09/30/2018	11/13/2018	0.00	805.00	
Check				11/06/2018	220.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>260486</u>	PROJ # 070004-65-001 DON'S FISH CAMP	09/30/2018	11/13/2018	0.00	220.00	
Check				11/06/2018	220.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>260489</u>	PROJ # 070004-68-001 HARTLAND RANCH PRELIMINARY	09/30/2018	11/13/2018	0.00	220.00	

Vendor Number	Vendor Name					Total Vendor Amount
<u>BRAMAT</u>	BRAUNTEX MATERIALS, INC.					10,352.32
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				11/06/2018	10,352.32	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>96776</u>	ACCT # 1600 SEAWILLOW	10/15/2018	11/13/2018	0.00	7,261.76	
<u>96911</u>	ACCT # 1600 SEAWILLOW	10/22/2018	11/13/2018	0.00	3,090.56	

Vendor Number	Vendor Name					Total Vendor Amount
<u>BRIBAR</u>	BRIAN BARRINGTON					300.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				11/06/2018	300.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>9149703</u>	PICK UP MINATURE MULE AT 160 KATHY DRIVE	10/18/2018	11/13/2018	0.00	100.00	
<u>919702</u>	CATCH 2 HORSES AT 465 SIERRA	09/28/2018	11/13/2018	0.00	200.00	

Vendor Number	Vendor Name					Total Vendor Amount
<u>CALAPP</u>	CALDWELL COUNTY APPRAISAL DIST					2,132.87
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				11/06/2018	2,132.87	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>110118</u>	OCT-18 REIMBURSEMENT REQUEST 2018	11/01/2018	11/13/2018	0.00	2,132.87	

Vendor Number	Vendor Name					Total Vendor Amount
<u>AUTPAR</u>	CAPITOL AUTO PARTS					897.78
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				11/06/2018	897.78	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>07LU6008</u>	CUST # L10358 ANCO 31-SERIES	10/03/2018	11/13/2018	0.00	118.40	
<u>07LU6129</u>	CUST # L10358 FILTER-HEAVY DUTY AIR	10/03/2018	11/13/2018	0.00	29.70	
<u>07LV0222</u>	CUST # L10358 ANCO 31-SERIES	10/12/2018	11/13/2018	0.00	5.59	
<u>07LV1559</u>	CUST # L10358 WIRE - BATTERY TERMINAL	10/16/2018	11/13/2018	0.00	185.06	
<u>07LV1650</u>	CUST # L10358 WIRE - BATTERY TERMINAL	10/16/2018	11/13/2018	0.00	1.06	
<u>07LV2836</u>	CUST # L10358 FILTER - AIR DOMESTIC	10/18/2018	11/13/2018	0.00	80.24	
<u>07LV3579</u>	CUST # L10358 ORG EQUIP STARTER	10/20/2018	11/13/2018	0.00	193.69	
<u>07LV3872</u>	CUST # L10358 LUCAS HEAVY DUTY OIL	10/22/2018	11/13/2018	0.00	12.34	
<u>07LV3988</u>	CUST # L10358 ORIG EQUIP STARTER	10/22/2018	10/22/2018	0.00	-55.00	
<u>07LV4443</u>	CUST # L10358 CABIN AIR FILTER - PARTS	10/23/2018	11/13/2018	0.00	8.45	
<u>07LV4577</u>	CUST # L10358 BLOWER MOTOR	10/23/2018	11/13/2018	0.00	318.25	

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Vendor Number	Vendor Name					Total Vendor Amount
<u>CARSER</u>	CARD SERVICE CENTER					1,952.85
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				11/06/2018	1,952.85	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>102518</u>	ENDS W/0057 9/28 - 10/23/18	10/26/2018	11/13/2018	0.00	1,952.85	

Vendor Number	Vendor Name					Total Vendor Amount
<u>CAROHL</u>	CARL R. OHLENDORF INSURANCE					192.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				11/06/2018	192.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>16548</u>	POLICY # 72086168 ACCT # CALDW13	10/10/2018	11/13/2018	0.00	71.00	
<u>16549</u>	POLICY # 72086169 ACCT # CALDW13 TABITHA CARROL	10/15/2018	11/13/2018	0.00	71.00	
<u>16557</u>	POLICY # 14771315 ACCT # CALDW01 MELANIE BOWDEI	10/18/2018	11/13/2018	0.00	50.00	

Vendor Number	Vendor Name					Total Vendor Amount
<u>CALJAI</u>	CCJ COMMISSARY FUND					215.72
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				11/06/2018	215.72	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>6804</u>	CARD READER / 6 FT CF TBL - VISION SUMMIT	10/24/2018	11/13/2018	0.00	215.72	

Vendor Number	Vendor Name					Total Vendor Amount
<u>CENAUT</u>	CENTRAL TEXAS AUTOPSY, PLLC					2,100.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				11/06/2018	2,100.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>12402</u>	CTA 275-18: ANDREW CARMONA, DOS: 6/18/18	07/16/2018	11/13/2018	0.00	2,100.00	

Vendor Number	Vendor Name					Total Vendor Amount
<u>SANINT</u>	CHERYL K BAILEY					441.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				11/06/2018	441.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>2682-18CC</u>	CAUSE # 2682-18CC A.A.L.	10/19/2018	11/13/2018	0.00	441.00	

Vendor Number	Vendor Name					Total Vendor Amount
<u>CHIVET</u>	CHISHOLM TRAIL VETERINARY CLINIC					196.76
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				11/06/2018	196.76	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>11897</u>	TOSCA - CARE	09/17/2018	11/13/2018	0.00	194.07	
<u>11901</u>	TOSCA - CARE	09/17/2018	11/13/2018	0.00	2.69	

Vendor Number	Vendor Name					Total Vendor Amount
<u>CINTAS</u>	CINTAS CORPORATION #86					3,463.96
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				11/06/2018	3,463.96	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>4010472493</u>	CUST # 13232687 PAYER # 13243034	10/03/2018	11/13/2018	0.00	160.86	
<u>4010472525</u>	CUST # 13228849 PAYEE # 13243034	10/03/2018	11/13/2018	0.00	312.34	
<u>4010472553</u>	CUST # 13232664 PAYER # 13243034	10/03/2018	11/13/2018	0.00	216.70	
<u>4010472600</u>	SOLD TO # 13228013 PAYER # 13242157	10/03/2018	11/13/2018	0.00	81.02	
<u>4010472627</u>	CUST # 13228085 PAYER # 13242165	10/03/2018	11/13/2018	0.00	76.69	
<u>4010747172</u>	CUST # 13232664 PAYER # 13243034	10/10/2018	11/13/2018	0.00	212.70	
<u>4010747194</u>	CUST # 13228849 PAYER # 13243034	10/10/2018	11/13/2018	0.00	312.34	
<u>4010747200</u>	CUST # 13232687 PAYER # 13243034	10/10/2018	11/13/2018	0.00	160.86	
<u>4010747281</u>	CUST # 13228085 PAYER # 13242165	10/10/2018	11/13/2018	0.00	76.69	
<u>4010747315</u>	SOLD TO # 13228013 PAYER # 13242157	10/10/2018	11/13/2018	0.00	81.02	
<u>4011044925</u>	CUST # 13232664 PAYER # 13243034	10/17/2018	11/13/2018	0.00	212.70	
<u>4011044954</u>	CUST # 13228849 PAYER # 13243034	10/17/2018	11/13/2018	0.00	312.34	

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Payment Number	Vendor Name	Payment Date	Due Date	Discount Amount	Payable Amount	Total Vendor Amount
<u>4011045019</u>	CUST # 13232687 PAYER # 13243034	10/17/2018	11/13/2018	0.00	160.86	
<u>4011045045</u>	CUST # 13228085 PAYER # 13242165	10/17/2018	11/13/2018	0.00	76.69	
<u>4011045166</u>	SOLD TO # 13228013 PAYER # 13242157 BLDG MAINT	10/17/2018	11/13/2018	0.00	81.02	
<u>4011310563</u>	CUST # 13232664 PAYER # 13243034	10/24/2018	11/13/2018	0.00	214.95	
<u>4011310625</u>	CUST # 13228849 PAYER # 1324034	10/24/2018	11/13/2018	0.00	312.34	
<u>4011310666</u>	CUST # 13232684 PAYER # 13243034	10/24/2018	11/13/2018	0.00	163.11	
<u>4011310711</u>	CUST # 13228085 PAYER # 13242165	10/24/2018	11/13/2018	0.00	76.69	
<u>4011310848</u>	SOLD TO # 13228013 PAYER # 13242157	10/24/2018	11/13/2018	0.00	81.02	
<u>4011606520</u>	SOLD TO # 13228013 PAYER # 13242157	10/31/2018	11/13/2018	0.00	81.02	

Vendor Number	Vendor Name	Payment Type	Payment Number	Payment Date	Payment Amount	Total Vendor Amount	
<u>COLMAT</u>	COLORADO MATERIALS, LTD.	Check		11/06/2018	102,606.37	102,606.37	
		Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
		<u>257644</u>	CUST # 1405 COUNTY YARD SEAWILLOW RD	10/30/2018	11/13/2018	0.00	32,870.16
		<u>257786</u>	CUST # 1405 BARTH ROAD	10/31/2018	11/13/2018	0.00	35,551.99
		<u>257787</u>	CUST # 1405 MINERAL SRINGS	10/31/2018	11/13/2018	0.00	34,184.22

Vendor Number	Vendor Name	Payment Type	Payment Number	Payment Date	Payment Amount	Total Vendor Amount	
<u>COMTRE</u>	COMAL COUNTY TREASURER'S OFFICE	Check		11/06/2018	3,902.58	3,902.58	
		Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
		<u>101118</u>	12% FOR JULY, AUGUST & SEPT 2018	10/11/2018	11/13/2018	0.00	3,902.58

Vendor Number	Vendor Name	Payment Type	Payment Number	Payment Date	Payment Amount	Total Vendor Amount	
<u>COMMCO</u>	COMMAND COMMUNICATIONS	Check		11/06/2018	1,074.00	1,074.00	
		Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
		<u>118-4252</u>	2-TONE PAGING TO CELLPHONE SECONDARY ALERT SERV	10/11/2018	11/13/2018	0.00	1,074.00

Vendor Number	Vendor Name	Payment Type	Payment Number	Payment Date	Payment Amount	Total Vendor Amount	
<u>COOCOR</u>	COOKS CORRECTIONAL	Check		11/06/2018	237.75	237.75	
		Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
		<u>N570242</u>	CUST ID: 78644-1 LID 6 COMPT. TRANSLUCENT	10/25/2018	11/13/2018	0.00	237.75

Vendor Number	Vendor Name	Payment Type	Payment Number	Payment Date	Payment Amount	Total Vendor Amount	
<u>DAHILL</u>	DAHILL OFFICE TECHNOLOGY CORPORATION	Check		11/06/2018	25.00	25.00	
		Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
		<u>IN1797990</u>	ACCT # CC26 WASTE TONER CONTAINER	10/11/2018	11/13/2018	0.00	25.00

Vendor Number	Vendor Name	Payment Type	Payment Number	Payment Date	Payment Amount	Total Vendor Amount	
<u>DARLAW</u>	DARLA LAW	Check		11/06/2018	225.63	225.63	
		Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
		<u>103118</u>	TRAVEL EXPENSE FOR 10/01 - 31/18	10/31/2018	11/13/2018	0.00	225.63

Vendor Number	Vendor Name	Payment Type	Payment Number	Payment Date	Payment Amount	Total Vendor Amount	
<u>DATSPE</u>	DATASPEC, INC	Check		11/06/2018	449.00	449.00	
		Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
		<u>6260</u>	PROGRAM PURCHASE: STATE SOLUTION: YEARLY FEE	09/17/2018	11/13/2018	0.00	449.00

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Vendor Number <u>DAVERS</u>	Vendor Name DAVE ERSKINE			Total Vendor Amount 95.78	
Payment Type Check	Payment Number	Payment Date 11/06/2018	Payment Amount 95.78		
Payable Number <u>102918</u>	Description TRAVEL EXPENSE 10/29/18	Payable Date 10/29/2018	Due Date 11/13/2018	Discount Amount 0.00	Payable Amount 95.78

Vendor Number <u>DAVBRO</u>	Vendor Name DAVID BROOKS, ATTORNEY AT LAW			Total Vendor Amount 100.00	
Payment Type Check	Payment Number	Payment Date 11/06/2018	Payment Amount 100.00		
Payable Number <u>102018</u>	Description LEGAL CONSULTATION SERVICES 10/2018	Payable Date 10/30/2018	Due Date 11/13/2018	Discount Amount 0.00	Payable Amount 100.00

Vendor Number <u>DAVIMEN</u>	Vendor Name DAVID MENDOZA			Total Vendor Amount 750.00	
Payment Type Check	Payment Number	Payment Date 11/06/2018	Payment Amount 750.00		
Payable Number <u>2699-18CC</u>	Description CAUSE # 2699-18CC I.I.C.	Payable Date 10/19/2018	Due Date 11/13/2018	Discount Amount 0.00	Payable Amount 500.00
Payable Number <u>2712-18CC</u>	Description CAUSE # 2712-18CC F.R.P.	Payable Date 10/19/2018	Due Date 11/13/2018	Discount Amount 0.00	Payable Amount 250.00

Vendor Number <u>DEAELE</u>	Vendor Name DEALERS ELECTRIC			Total Vendor Amount 664.15	
Payment Type Check	Payment Number	Payment Date 11/06/2018	Payment Amount 664.15		
Payable Number <u>1852986-00</u>	Description CUST # 134031 TFL 250M RA2 120 IS LPI CSA	Payable Date 09/27/2018	Due Date 11/13/2018	Discount Amount 0.00	Payable Amount 244.10
Payable Number <u>1853821-00</u>	Description CUST # 134031 MAGNA PULL XP1000-LCMS	Payable Date 10/18/2018	Due Date 11/13/2018	Discount Amount 0.00	Payable Amount 228.40
Payable Number <u>1853837-00</u>	Description CUST # 134031 4 LIGHT WRAP / ELECTRONIC BLST	Payable Date 10/19/2018	Due Date 11/13/2018	Discount Amount 0.00	Payable Amount 43.75
Payable Number <u>1854314-00</u>	Description CUST # 134031 PHIL MH175/U	Payable Date 10/31/2018	Due Date 11/13/2018	Discount Amount 0.00	Payable Amount 147.90

Vendor Number <u>DEWPOT</u>	Vendor Name DEWITT POTH & SON			Total Vendor Amount 2,490.21	
Payment Type Check	Payment Number	Payment Date 11/06/2018	Payment Amount 2,490.21		
Payable Number <u>511078-0</u>	Description CUST # 12430 FOLDER, FILE, LTR, STRG	Payable Date 10/08/2018	Due Date 11/13/2018	Discount Amount 0.00	Payable Amount 270.51
Payable Number <u>549700-0</u>	Description CUST # 12430 PUNCH, HVYDUTY, 3-HOLE	Payable Date 09/25/2018	Due Date 11/13/2018	Discount Amount 0.00	Payable Amount 1,155.74
Payable Number <u>550615-1</u>	Description CUST # 12430 TAGS, PLASTIC, YELLOW,	Payable Date 10/15/2018	Due Date 11/13/2018	Discount Amount 0.00	Payable Amount 28.49
Payable Number <u>550786-0 C</u>	Description CUST # 12430 PLANNER, WALL, HORIZNT	Payable Date 11/02/2018	Due Date 11/02/2018	Discount Amount 0.00	Payable Amount -35.35
Payable Number <u>551017-1</u>	Description CUST # 12430 RUBBERBANDS, 7 X 1/8, 1L BOX	Payable Date 10/16/2018	Due Date 11/13/2018	Discount Amount 0.00	Payable Amount 10.89
Payable Number <u>551311-0</u>	Description CUST # 12430 CALENDAR, DSKPAD, QKNT	Payable Date 10/10/2018	Due Date 11/13/2018	Discount Amount 0.00	Payable Amount 53.55
Payable Number <u>551347-0</u>	Description CUST # 12430 HOLDER, BADGE, HORIZNT	Payable Date 10/10/2018	Due Date 11/13/2018	Discount Amount 0.00	Payable Amount 14.35
Payable Number <u>551885-0</u>	Description CUST # 12430 SPOTPAPER - LETTER	Payable Date 10/16/2018	Due Date 11/13/2018	Discount Amount 0.00	Payable Amount 213.00
Payable Number <u>552161-0</u>	Description CUST # 12430 CRTDG, INKJET	Payable Date 10/18/2018	Due Date 11/13/2018	Discount Amount 0.00	Payable Amount 32.99
Payable Number <u>552169-0</u>	Description CUST # 12430 CRTDG, INKJET, HP951XL	Payable Date 10/19/2018	Due Date 11/13/2018	Discount Amount 0.00	Payable Amount 32.99
Payable Number <u>552350-0</u>	Description CUST # 12430 SYSTEM 8289 SERIAL # C2C228580	Payable Date 10/22/2018	Due Date 11/13/2018	Discount Amount 0.00	Payable Amount 241.70
Payable Number <u>552601-0</u>	Description CUST # 12430 DIVIDERS, LEGAL, SIDET	Payable Date 10/24/2018	Due Date 11/13/2018	Discount Amount 0.00	Payable Amount 9.64
Payable Number <u>552608-0</u>	Description CUST # 12430 REFILL, GEL, UB207, 0.7	Payable Date 10/24/2018	Due Date 11/13/2018	Discount Amount 0.00	Payable Amount 23.72
Payable Number <u>552797-0</u>	Description CUST # 12430 DIVIDERS, LEGAL, SIDET	Payable Date 10/25/2018	Due Date 11/13/2018	Discount Amount 0.00	Payable Amount 86.76
Payable Number <u>553030-0</u>	Description CUST # 12430 SPOTPAPER - LETTER CT	Payable Date 10/29/2018	Due Date 11/13/2018	Discount Amount 0.00	Payable Amount 98.65
Payable Number <u>553098-0</u>	Description CUST # 12430 SPOTPAPER - LETTER	Payable Date 10/29/2018	Due Date 11/13/2018	Discount Amount 0.00	Payable Amount 213.00
Payable Number <u>553249-0</u>	Description CUST # 12430 LABEL, THERMAL, PRINTED	Payable Date 10/31/2018	Due Date 11/13/2018	Discount Amount 0.00	Payable Amount 39.58

Vendor Number <u>DONHOE</u>	Vendor Name DONNA HOEHNE			Total Vendor Amount 7.3	
Payment Type Check	Payment Number	Payment Date 11/06/2018	Payment Amount 7.36		
Payable Number <u>102518</u>	Description TRAINING 10/15 - 19/18	Payable Date 10/25/2018	Due Date 11/13/2018	Discount Amount 0.00	Payable Amount 7.36

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Vendor Number	Vendor Name	Total Vendor Amount
<u>EDWTHE</u>	EDWARD ANTHONY THERIOT	880.88

Payment Type	Payment Number	Payment Date	Payment Amount
Check		11/06/2018	880.88
Payable Number	Description	Payable Date	Due Date
<u>101218</u>	TRAIING 10/8 - 11/18	10/12/2018	11/13/2018
		Discount Amount	Payable Amount
		0.00	880.88

Vendor Number	Vendor Name	Total Vendor Amount
<u>ELESYS</u>	ELECTION SYSTEMS & SOFTWARE INC.	11,631.57

Payment Type	Payment Number	Payment Date	Payment Amount
Check		11/06/2018	11,631.57
Payable Number	Description	Payable Date	Due Date
<u>1063327</u>	ACCT # C04192 REF: 11/06/18	10/04/2018	11/13/2018
<u>1064011</u>	ACCT # C04192 BALLOLTS 11/06/18	10/04/2018	11/13/2018
<u>1064381</u>	ACCT # C04192 ABST KITS 11/06/18	10/04/2018	11/13/2018
		Discount Amount	Payable Amount
		0.00	6,733.33
		0.00	3,572.98
		0.00	1,325.26

Vendor Number	Vendor Name	Total Vendor Amount
<u>ELSLAC</u>	ELSIE LACY	138.43

Payment Type	Payment Number	Payment Date	Payment Amount
Check		11/06/2018	138.43
Payable Number	Description	Payable Date	Due Date
<u>102918</u>	TRAVEL EXPENSES 10/03 - 25/18	10/29/2018	11/13/2018
		Discount Amount	Payable Amount
		0.00	138.43

Vendor Number	Vendor Name	Total Vendor Amount
<u>ERGASP</u>	ERGON ASPHALT AND EMULSIONS, INC.	1,940.85

Payment Type	Payment Number	Payment Date	Payment Amount
Check		11/06/2018	1,940.85
Payable Number	Description	Payable Date	Due Date
<u>9401937144</u>	# 912994 2018-19 ASPHALT MATERIAL BID	10/08/2018	11/13/2018
		Discount Amount	Payable Amount
		0.00	1,940.85

Vendor Number	Vendor Name	Total Vendor Amount
<u>ESMCHA</u>	ESMERALDA CHAN	22.13

Payment Type	Payment Number	Payment Date	Payment Amount
Check		11/06/2018	22.13
Payable Number	Description	Payable Date	Due Date
<u>103018</u>	TRAVEL EXPENSES 10/05 & 10/27/18	10/30/2018	11/13/2018
		Discount Amount	Payable Amount
		0.00	22.13

Vendor Number	Vendor Name	Total Vendor Amount
<u>FARBRO</u>	FARMER BROTHERS. CO.	1,080.46

Payment Type	Payment Number	Payment Date	Payment Amount
Check		11/06/2018	1,080.46
Payable Number	Description	Payable Date	Due Date
<u>68461185</u>	ACCT # 6302473 UCTEA BLACK SWT FLPK	10/09/2018	11/13/2018
<u>68499352</u>	ACCT # 6302473 ICE TEA BLACK / COF CAINS SUNNY CU	10/23/2018	11/13/2018
		Discount Amount	Payable Amount
		0.00	562.74
		0.00	517.72

Vendor Number	Vendor Name	Total Vendor Amount
<u>FERJOS</u>	FERRIS JOSEPH PRODUCE, INC.	2,094.74

Payment Type	Payment Number	Payment Date	Payment Amount
Check		11/06/2018	2,094.74
Payable Number	Description	Payable Date	Due Date
<u>105951</u>	ICEBERG 24 CT	10/09/2018	11/13/2018
<u>105977</u>	RED CABBAGE LB	10/11/2018	11/13/2018
<u>105988</u>	AA MED 15 DOZ EGGS	10/12/2018	11/13/2018
<u>106035</u>	25 LBS 6 X 6 COMBO TOMATOES	10/14/2018	11/13/2018
<u>106037</u>	BANANAS EA	10/15/2018	11/13/2018
<u>106060</u>	ICEBERG 24 CT	10/17/2018	11/13/2018
<u>106075</u>	RED CABBAGE LB	10/18/2018	11/13/2018
<u>106123</u>	CABBAGE GREEN 50 LB JBO SACK	10/20/2018	11/13/2018
<u>106136</u>	BANANAS EA	10/22/2018	11/13/2018
<u>106142</u>	POTATOES 5/10 LB BAGGED RUSSETS	10/23/2018	11/13/2018
<u>106156</u>	GREEN BELL PEPPERS LB	10/24/2018	11/13/2018
<u>106164</u>	BANANAS EA	10/25/2018	11/13/2018
		Discount Amount	Payable Amount
		0.00	27.50
		0.00	113.30
		0.00	205.50
		0.00	126.00
		0.00	146.40
		0.00	43.00
		0.00	67.30
		0.00	176.00
		0.00	159.80
		0.00	14.50
		0.00	27.97
		0.00	138.20

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Payment Number	Vendor Name	Payable Date	Due Date	Discount Amount	Payable Amount
<u>106173</u>	AA MED 15 DOZ EGGS	10/26/2018	11/13/2018	0.00	192.00
<u>106181</u>	25 LBS 6X6 COMBO TOMATOES	10/27/2018	11/13/2018	0.00	209.00
<u>106225</u>	BANANAS EA	10/29/2018	11/13/2018	0.00	155.40
<u>10678</u>	CELERY EA	10/19/2018	11/13/2018	0.00	292.87

Vendor Number	Vendor Name	Payment Type	Payment Number	Payment Date	Payment Amount	Total Vendor Amount	
<u>FIRSTO</u>	FIRESTONE	Check		11/06/2018	129.64	129.64	
		Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
		<u>147203</u>	LIC # YMBPW TX VIN # 1G11D55L6FU107996	10/25/2018	11/13/2018	0.00	129.64

Vendor Number	Vendor Name	Payment Type	Payment Number	Payment Date	Payment Amount	Total Vendor Amount	
<u>FIRTRQ</u>	FIRETROL PROTECTION SYSTEMS, INC.	Check		11/06/2018	530.80	530.80	
		Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
		<u>100557771</u>	CUST # 4700021 MATERIAL & LABOR-AD	10/19/2018	11/13/2018	0.00	530.80

Vendor Number	Vendor Name	Payment Type	Payment Number	Payment Date	Payment Amount	Total Vendor Amount	
<u>FUEMAN</u>	FLEETCOR TECHNOLOGIES, INC	Check		11/06/2018	16,005.56	16,005.56	
		Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
		<u>NP54535117</u>	ACCT # BG114286 9/24 - 10/28/18	10/29/2018	11/13/2018	0.00	16,005.56

Vendor Number	Vendor Name	Payment Type	Payment Number	Payment Date	Payment Amount	Total Vendor Amount	
<u>BUTBAK</u>	FLOWERS BAKING CO. OF SAN ANTONIO	Check		11/06/2018	1,015.92	1,015.92	
		Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
		<u>1038388921</u>	CUST # 0040078309 MIC 20 7" FL TOR	10/09/2018	11/13/2018	0.00	187.92
		<u>1038388939</u>	CUST # 0040078309 MIC 20 7" FL TOR	10/11/2018	11/13/2018	0.00	215.28
		<u>1038389028</u>	CUST # 0040078309 OBSOL SAND 2 OZ	10/16/2018	11/13/2018	0.00	253.44
		<u>1038389053</u>	CUST # 0040078309 MIC 20 7" FL TOR	10/18/2018	11/13/2018	0.00	32.40
		<u>1038389138</u>	CUST # 0040078309 7" FL TOR	10/23/2018	11/13/2018	0.00	326.88

Vendor Number	Vendor Name	Payment Type	Payment Number	Payment Date	Payment Amount	Total Vendor Amount	
<u>GLOAUT</u>	GLOSSERMAN AUTOMOTIVE CENTER	Check		11/06/2018	914.36	914.36	
		Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
		<u>095459</u>	ACCT # 1010 LOAD BINDERS RATCHET	10/12/2018	11/13/2018	0.00	194.97
		<u>095551</u>	ACCT # 1010 NAPAGOLD FUEL FILTER	10/18/2018	11/13/2018	0.00	34.64
		<u>095580</u>	ACCT # 1010 WIPER BLADE	10/19/2018	11/13/2018	0.00	88.56
		<u>095635</u>	ACCT # 1010 WIPER BLADE - EXACT FIT	10/22/2018	11/13/2018	0.00	117.68
		<u>095727</u>	ACCT # 1010 SAFETY FIRST AID KIT	10/25/2018	11/13/2018	0.00	39.96
		<u>095796</u>	ACCT # 1010 32 PREMIUM BUG WASH	10/29/2018	11/13/2018	0.00	117.72
		<u>095830</u>	ACCT # 1010 DIESEL EXST FLD 2.5 GA	10/30/2018	11/13/2018	0.00	320.83

Vendor Number	Vendor Name	Payment Type	Payment Number	Payment Date	Payment Amount	Total Vendor Amount	
<u>GRAING</u>	GRAINGER	Check		11/06/2018	139.00	139.00	
		Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
		<u>9935897257</u>	ACCT # 841505548 OSCILLATING TOOL	10/16/2018	11/13/2018	0.00	139.00

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Vendor Number	Vendor Name					Total Vendor Amount
<u>HANEQU</u>	HANSON EQUIPMENT					74.37
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				11/06/2018	74.37	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>268150</u>	# CAL001 NPT MALE SWIVEL	10/17/2018	11/13/2018	0.00	74.37	
<u>HEAHOL</u>	HEATHER HOLDEN					382.59
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				11/06/2018	382.59	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>CALD100118</u>	TRAVEL 10/1 - 5/18	10/13/2018	11/13/2018	0.00	170.04	
<u>CALDCC102218</u>	TRAVEL - 10/22 - 26/18	10/25/2018	11/13/2018	0.00	212.55	
<u>HOFSUP</u>	HOFMANN'S SUPPLY					103.84
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				11/06/2018	103.84	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>834871</u>	CUST # 01734 ACETYLENE SMALL	10/31/2018	11/13/2018	0.00	103.84	
<u>HOLCAS</u>	HOLT TRUCK CENTERS					625.77
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				11/06/2018	625.77	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>PIMAO296827</u>	CUST # 0203920 CLAMP	10/16/2018	11/13/2018	0.00	625.77	
<u>INTBAT</u>	INTERSTATE BATTERIES-METRO AUSTIN					132.32
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				11/06/2018	132.32	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>320030645</u>	ACCT # 3810 MTP-66	10/12/2018	11/13/2018	0.00	132.32	
<u>JANMUS</u>	JAN FORD MUSTIN PH.D, P.C.					295.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				11/06/2018	295.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>10102018</u>	TCOLE EVALUATION , MMPI BLANCHARD, ROSE	10/10/2018	11/13/2018	0.00	295.00	
<u>FARPLA</u>	JOHN DEERE FINANCIAL					630.29
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				11/06/2018	630.29	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>1809-193299</u>	ACCT # 1-99 PRELL ADV GEL 8 OZ	09/27/2018	11/13/2018	0.00	49.96	
<u>1810-208529</u>	ACCT # 1-99 SAW HOLE 1-3/4 "W/ARB ACE	10/22/2018	11/13/2018	0.00	29.53	
<u>1810-209575</u>	ACCT # 1-99 LED FLASHLIGHT PX20	10/23/2018	11/13/2018	0.00	24.99	
<u>1810-210295</u>	ACCT # 1-99 WTR HTR ELEC 40G TALL 6YR	10/25/2018	11/13/2018	0.00	399.99	
<u>1810-210316</u>	ACCT # 1-99 HC PIPE NIPPLES 2 PK	10/25/2018	11/13/2018	0.00	37.97	
<u>1810-210344</u>	ACCT # 1-99 CHAIN SAW - .325 .063 RAPID	10/25/2018	11/13/2018	0.00	45.90	
<u>1810-214716</u>	ACCT # 1-99 CHAIN SAW - 18" .063	10/31/2018	11/13/2018	0.00	41.95	

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Vendor Number	Vendor Name					Total Vendor Amount
<u>JR'SAU</u>	JOHN H. RODRIQUEZ, JR.					240.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				11/06/2018	240.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>010452</u>	NEW BACK GLASS '10 SILVERADO	10/25/2018	11/13/2018	0.00	240.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>JOSERW</u>	JOSHUA ALAN ERWIN					761.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				11/06/2018	761.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>16-040</u>	CAUSE # 16-040 KIMERLEY CONSTANCIO	10/12/2018	11/13/2018	0.00	761.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>KLEAND</u>	KLEON C. ANDREADIS					350.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				11/06/2018	350.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>18-227 & 18-228</u>	CAUSE # 18-227 & 18-228 JAMES MERCADO YBARRA	10/11/2018	11/13/2018	0.00	350.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>LACEQU</u>	LACAL EQUIPMENT INC.					187.74
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				11/06/2018	187.74	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>0290281-IN</u>	CUST # 00-0210029 BLADE	10/10/2018	11/13/2018	0.00	187.74	
Vendor Number	Vendor Name					Total Vendor Amount
<u>LARRAS</u>	LARRY O. RASCO					250.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				11/06/2018	250.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>2714-18CC</u>	CAUSE # 2714-18CC J.M.G-P	10/19/2018	11/13/2018	0.00	250.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>THOLEO</u>	LEON TRANSLATIONS					225.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				11/06/2018	225.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>18982</u>	CAUSE # 18-021 / CAUSE # 18-D-026	10/09/2018	11/13/2018	0.00	225.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>LIVFEE</u>	LIVNGOOD FEED STORE					432.99
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				11/06/2018	432.99	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>LOINV000171659</u>	ACCT # 1C250 TEXAS CHOICE CUBES	09/01/2018	11/13/2018	0.00	117.48	
<u>LOINV000172732</u>	ACCT # 1C250 HAY COASTAL SQUARE	09/22/2018	11/13/2018	0.00	315.51	
Vendor Number	Vendor Name					Total Vendor Amount
<u>LOCTRU</u>	LOCKHART - TRUE VALUE					1,249.87
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				11/06/2018	1,249.87	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>25327 /1</u>	CUST # 11239 SCREWS, NUTS, & BOLTS	09/06/2018	11/13/2018	0.00	36.27	
<u>25636 /1</u>	CUST # 11239 TAPE RULE 1 X 25 SELF CENTER	10/02/2018	11/13/2018	0.00	49.97	
<u>25645 /1</u>	CUST # 11239 2 X 6 X 8 #2 & BTR SPF	10/03/2018	11/13/2018	0.00	60.90	
<u>25649 /1</u>	CUST # 11239 SCREW STAR H/L 9X2.5 TAN 5#	10/03/2018	11/13/2018	0.00	29.99	
<u>25654 /1</u>	CUST # 11239 SCREWS, NUTS, & BOLTS	10/03/2018	11/13/2018	0.00	10.99	
<u>25661 /1</u>	CUST # 11239 1 X 4 X 8 #2 YELLOW PINE (HT)	10/04/2018	11/13/2018	0.00	14.36	
<u>25662 /1</u>	CUST # 11239 FLYING INSECT KILLER 18 OZ	10/04/2018	11/13/2018	0.00	6.99	

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Invoice #	Description	Invoice Date	Invoice Due Date	Amount	Balance
<u>25665 /1</u>	CUST # 11239 PRMR LTX GALV & ALUM WHT QT	10/04/2018	11/13/2018	0.00	39.46
<u>25672 /1</u>	CUST # 11239 WHT ENTRANCE ALERTCHIME	10/04/2018	11/13/2018	0.00	8.50
<u>25712 /1</u>	CUST # 11239 KEY CAPS 4 PK	10/08/2018	11/13/2018	0.00	7.66
<u>25721 /1</u>	CUST # 11239 GORILLA SILVER TAPE 35 YD	10/09/2018	11/13/2018	0.00	19.48
<u>25746 /1</u>	CUST # 11239 2 X 6 X 16 # 2 & BTR	10/11/2018	11/13/2018	0.00	12.69
<u>25751 /1</u>	CUST # 11239 SHP QT SA DEEP BASE	10/11/2018	11/13/2018	0.00	38.45
<u>25762 /1</u>	CUST # 11239 MULTI DRILL BIT 5/32" X 4	10/12/2018	11/13/2018	0.00	22.56
<u>25779 /1</u>	CUST # 11239 CM JIG SAW 4.8 AMP	10/15/2018	11/13/2018	0.00	72.57
<u>25784 /1</u>	CUST # 11239 BRUSH DSH / SNK FRSH RNSE	10/16/2018	11/13/2018	0.00	3.99
<u>25792 /1</u>	CUST # 11239 MONSTR 7 OUT MTL SURG GRV	10/16/2018	11/13/2018	0.00	243.94
<u>25806 /1</u>	CUST # 11239 STAPLE COAXL WH 1/4" CD 50	10/17/2018	11/13/2018	0.00	4.99
<u>25808 /1</u>	CUST # 11239 PAINTBRUSH FOAM 3" JEN	10/17/2018	11/13/2018	0.00	14.78
<u>25812 /1</u>	CUST # 11239 HVY DUTY CABLE TIE 18"	10/18/2018	11/13/2018	0.00	17.56
<u>25820 /1</u>	CUST # 11239 PAINTBRUSH FOAM 3" JEN	10/18/2018	11/13/2018	0.00	17.35
<u>25832 /1</u>	CUST # 11239 LEAKSEAL BLACK 12 OZ	10/19/2018	11/13/2018	0.00	12.99
<u>25851 /1</u>	TRANSFORMER 75 TP 300	10/22/2018	11/13/2018	0.00	19.18
<u>25852 /1</u>	CUST # 11239 LIGHT AREA FLRSCNT 65W	10/22/2018	11/13/2018	0.00	41.99
<u>25855 /1</u>	CUST # 11239 SHERIFF DEPT	10/22/2018	11/13/2018	0.00	12.98
<u>25859 /1</u>	CUST # 11239 SCREW STAR J; 8X1-3/4 1#	10/22/2018	11/13/2018	0.00	209.92
<u>25888 /1</u>	CUST # 11239 SCREWS, NUTS, & BOLTS	10/24/2018	11/13/2018	0.00	19.01
<u>25892 /1</u>	CUST # 11239 CLOTH HDW 24" X 5' 1/2' MSH	10/24/2018	11/13/2018	0.00	8.99
<u>25896 /1</u>	CUST # 11239 CONNECT KIT GAS WTR HEAT	10/24/2018	11/13/2018	0.00	46.57
<u>25907 /1</u>	CUST # 11239 SHERIFF DEPT SINGLE SIDED KEY	10/25/2018	11/13/2018	0.00	85.82
<u>25950 /1</u>	CUST # 11239 RYL INT SG LTX NTRL GL	10/29/2018	11/13/2018	0.00	58.97

Vendor Number Vendor Name **Total Vendor Amount**
LOCMOT LOCKHART MOTOR CO.,INC. 922.47

Payment Type	Payment Number	Payment Date	Payment Amount		
Check		11/06/2018	922.47		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>T44689</u>	CUST # 3810 SENSOR - OXYGEN	10/12/2018	11/13/2018	0.00	70.12
<u>T44694</u>	CUST # 3810 VALVE ASY	10/16/2018	11/13/2018	0.00	311.20
<u>T44711</u>	CUST # 3810 WIPER BLADE	10/19/2018	11/13/2018	0.00	122.72
<u>T44751</u>	CUST # 3810 KIT - JET	10/30/2018	11/13/2018	0.00	24.50
<u>T44756</u>	CUST # 3810 SENSOR - HEGO	11/02/2018	11/13/2018	0.00	335.17
<u>T44757</u>	CUST # 3810 KIT -TERMINAL	10/31/2018	11/13/2018	0.00	49.05
<u>T44761</u>	CUST # 3810 GASKET	11/01/2018	11/13/2018	0.00	9.71

Vendor Number Vendor Name **Total Vendor Amount**
LOCPOS LOCKHART POST REGISTER 31.96

Payment Type	Payment Number	Payment Date	Payment Amount		
Check		11/06/2018	31.96		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>00085818</u>	10/04 & 11/18 LOST	10/04/2018	11/13/2018	0.00	31.96

Vendor Number Vendor Name **Total Vendor Amount**
LOWE'S LOWE'S COMPANIES, INC. 284.97

Payment Type	Payment Number	Payment Date	Payment Amount		
Check		11/06/2018	284.97		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>41414988</u>	ENDS W/ 8510 PRECISION SA	10/01/2018	11/13/2018	0.00	284.97

Vendor Number Vendor Name **Total Vendor Amount**
ICOJAN M.B. HAMMO ENTERPRISES, LLC 2,147.74

Payment Type	Payment Number	Payment Date	Payment Amount		
Check		11/06/2018	2,147.74		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>5762</u>	TOILET PAPER REGULAR / ROSES	10/10/2018	11/13/2018	0.00	668.31
<u>5791</u>	TOILET PAPER REGULAR / ROSES	10/17/2018	11/13/2018	0.00	728.33
<u>5842</u>	TOILET PAPER REGULAR / ROSES	10/24/2018	11/13/2018	0.00	751.10

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Vendor Number	Vendor Name					Total Vendor Amount
<u>NEOFUN</u>	MAILROOM FINANCE, INC.					1,926.46
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				11/06/2018	1,926.46	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>10/03/18</u>	ACCT # 7900 0440 8038 5499 POSTAGE 10/03/18	10/03/2018	11/13/2018	0.00	1,415.16	
<u>101218</u>	ACCT # 7900 0440 8052 6951 9/20 & 10/03/18	10/12/2018	11/13/2018	0.00	200.00	
<u>92018</u>	ACCT # 7900 0440 8252 6951 9/06/18	09/11/2018	11/13/2018	0.00	311.30	

Vendor Number	Vendor Name					Total Vendor Amount
<u>NEOTEX</u>	MAILROOM FINANCE, INC.					271.36
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				11/06/2018	1.86	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>10/03</u>	ACCT # 7900 0440 8010 9295 10/02/18 SUPPLY PURCH	10/03/2018	11/13/2018	0.00	1.86	
Check				11/06/2018	64.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>O-00235142</u>	ACCT ENDS W/9295 JUSTICE CENTER 300 PK METER TAI	10/22/2018	11/13/2018	0.00	64.00	
Check				11/06/2018	205.50	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>ORDER # O-00243202</u>	ACCT ENDS W/ 9295 JUSTICE CENTER INK CARTRIDGE F	10/25/2018	11/13/2018	0.00	205.50	

Vendor Number	Vendor Name					Total Vendor Amount
<u>MARPLU</u>	MARK'S PLUMBING PARTS					852.04
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				11/06/2018	852.04	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>INV001746104</u>	CUST # 278898 SLOAN REGAL 3.5 GPF CLOSET	10/11/2018	11/13/2018	0.00	557.42	
<u>INV001748983</u>	CUST ID: 278898 KOHLER SPLINE HANDLE ADAPTER	10/23/2018	11/13/2018	0.00	268.43	
<u>INV001750270</u>	CUST ID: 278898 COMP, 1/4" OD X 3/8" MIP ADPT LF	10/26/2018	11/13/2018	0.00	26.19	

Vendor Number	Vendor Name					Total Vendor Amount
<u>MARGUA</u>	MARTINDALE-GUADALUPE GAS					540.50
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				11/06/2018	540.50	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>54920</u>	235 GALLONS	10/29/2018	11/13/2018	0.00	540.50	

Vendor Number	Vendor Name					Total Vendor Amount
<u>MIDENV</u>	MIDSTATE ENVIRONMENTAL SERVICES, LP					125.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				11/06/2018	125.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>234282</u>	ACCT # 86909 JOB DATE 10/02/18 WORK ORDER # 5393E	10/02/2018	11/13/2018	0.00	75.00	
<u>234285</u>	ACCT #86906 JOB DATE 10/02/18 WORK ORDER # 5393E	10/02/2018	11/13/2018	0.00	50.00	

Vendor Number	Vendor Name					Total Vendor Amount
<u>MONHIN</u>	MONIQUE M. HINCHCLIFF, # 6199					40.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				11/06/2018	40.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>101818</u>	DAY IN COURT: OCT 18, 2018	10/18/2018	11/13/2018	0.00	40.00	

Vendor Number	Vendor Name					Total Vendor Amount
<u>NEOPOS</u>	NEOPOST USA INC					662.98
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				11/06/2018	662.98	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>N7378350</u>	CUST # 01054254 10/11/18 TO 11/10/18	10/10/2018	11/13/2018	0.00	322.30	
<u>N7383591</u>	CUST # 01054254 8/15/18 - 11/14/18	10/13/2018	11/13/2018	0.00	340.68	

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Vendor Number	Vendor Name					Total Vendor Amount
<u>OFFIDE</u>	OFFICE DEPOT					732.52
Payment Type	Payment Number		Payment Date	Payment Amount		
Check			11/06/2018	732.52		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>212687499001</u>	ACCT # 43682634 LABEL, TAB, F-F, 3.5 X 15 /16.1	10/02/2018	11/13/2018	0.00	211.98	
<u>217477985001</u>	ACCT # 43682634 INK, REPLACE DELL	10/18/2018	11/13/2018	0.00	29.98	
<u>217477986001</u>	ACCT # 43682634 CASE , CD/DVD SLM CSE, 50 PK	10/14/2018	11/13/2018	0.00	49.84	
<u>217477987001</u>	ACCT # 43682634 FIVE PACK	10/15/2018	11/13/2018	0.00	17.98	
<u>219205956001</u>	ACCT # 43682634 ADESSO TRU-FORM MEDIA PCK	10/16/2018	11/13/2018	0.00	101.92	
<u>220084997001</u>	ACCT # 43682634 REMOVER, STAPLE, HVY	10/18/2018	11/13/2018	0.00	12.79	
<u>220085786001</u>	ACCT # 43682634 CLIPS, JUMBO, WRLD	10/18/2018	11/13/2018	0.00	61.32	
<u>222701650001</u>	ACCT # 37937774 SHREDDER, CROSSCUT, ATIVA	10/25/2018	11/13/2018	0.00	246.71	

Vendor Number	Vendor Name					Total Vendor Amount
<u>ONCALL</u>	ON CALL MOBILE VETERINARY SERVICES					270.00
Payment Type	Payment Number		Payment Date	Payment Amount		
Check			11/06/2018	270.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>2018-09-27</u>	60 YO QH / 4 YO QH STUD CCOUNTY	09/28/2018	11/13/2018	0.00	252.00	
<u>2018-09-28</u>	12 YO QH GELDING CCOUNTY	09/28/2018	11/13/2018	0.00	18.00	

Vendor Number	Vendor Name					Total Vendor Amount
<u>MYWHIT</u>	OPTIMA, INC					913.83
Payment Type	Payment Number		Payment Date	Payment Amount		
Check			11/06/2018	913.83		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>37703_1</u>	SO # 37703 6' LONG HIDE-AWAY WHITEBOARD	10/17/2018	11/13/2018	0.00	913.83	

Vendor Number	Vendor Name					Total Vendor Amount
<u>O'REIL</u>	O'REILLY AUTOMOTIVE, INC.					888.81
Payment Type	Payment Number		Payment Date	Payment Amount		
Check			11/06/2018	888.81		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>0642-219153</u>	CUST # 188092 CLEANER / LUBE	07/30/2018	11/13/2018	0.00	7.99	
<u>0642-223020</u>	CUST # 188092 CUT-OUT-SW	08/20/2018	11/13/2018	0.00	28.28	
<u>0642-223581</u>	CUST # 188092 CABIN FILTER	08/23/2018	11/13/2018	0.00	165.99	
<u>0642-224698</u>	CUST # 188092 ENGINE MOUNT	08/28/2018	11/13/2018	0.00	168.32	
<u>0642-230464</u>	CUST # 188092 MAF SENSOR	10/03/2018	11/13/2018	0.00	286.88	
<u>0642-230554</u>	CUST # 188092 CORE RETURN	10/03/2018	10/03/2018	0.00	-30.00	
<u>0642-230651</u>	CUST # 188092 OIL FILTER	10/04/2018	11/13/2018	0.00	20.09	
<u>0642-230786</u>	CUST# 188092 OIL FILTER	10/05/2018	11/13/2018	0.00	9.60	
<u>0642-230799</u>	CUST # 188092 ENGRAVER	10/05/2018	11/13/2018	0.00	18.52	
<u>0642-230808</u>	CUST # 188092 12 OZ CFSC	10/05/2018	11/13/2018	0.00	12.98	
<u>0642-231335</u>	CUST # 188092 TOWING KIT	10/08/2018	11/13/2018	0.00	32.99	
<u>0642-231377</u>	CUST # 188092 MANIFOLD SET	10/08/2018	11/13/2018	0.00	48.04	
<u>0642-231471</u>	CUST # 188092 OIL PRESS SW	10/09/2018	11/13/2018	0.00	89.16	
<u>0642-233066</u>	CUST # 188092 LP PROTECTOR	10/18/2018	11/13/2018	0.00	14.99	
<u>0642-233914</u>	CUST # 188092 1 QT MOTOR OIL	10/23/2018	11/13/2018	0.00	14.98	

Vendor Number	Vendor Name					Total Vendor Amount
<u>PATMAR</u>	PATHMARK TRAFFIC PROD. OF TX INC					337.40
Payment Type	Payment Number		Payment Date	Payment Amount		
Check			11/06/2018	337.40		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>029380</u>	CUST # 00C1056 36" REFL ROLL-UP W/ BRD ONLY	10/16/2018	11/13/2018	0.00	254.00	
<u>029494</u>	CUST # 00C1056 12" X 18" .080 ALUM BLANK 4 HOLE	10/17/2018	11/13/2018	0.00	83.40	

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Vendor Number	Vendor Name					Total Vendor Amount
<u>PAUEVA</u>	PAUL MATTHEW EVANS					590.00
Payment Type	Payment Number		Payment Date	Payment Amount		
Check			11/06/2018	590.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>18-193</u>	CAUSE # 18-193 DEVON RIO-WILSON	10/25/2018	11/13/2018	0.00	590.00	

Vendor Number	Vendor Name					Total Vendor Amount
<u>PELLAU</u>	PELLERIN LAUNDRY MACHINE SALES COMPANY					400.63
Payment Type	Payment Number		Payment Date	Payment Amount		
Check			11/06/2018	400.63		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>343804</u>	CUST # 21068 SAIL SWITCH	10/17/2018	11/13/2018	0.00	400.63	

Vendor Number	Vendor Name					Total Vendor Amount
<u>PETTRA</u>	PETROLEUM TRADERS CORPORATION					9,922.68
Payment Type	Payment Number		Payment Date	Payment Amount		
Check			11/06/2018	9,922.68		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>1321975</u>	ACCT # 990644/1	10/23/2018	11/13/2018	0.00	9,922.68	

Vendor Number	Vendor Name					Total Vendor Amount
<u>PFGTEM</u>	PFG-TEMPLE					6,818.96
Payment Type	Payment Number		Payment Date	Payment Amount		
Check			11/06/2018	6,818.96		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>9306615</u>	CUST # 435577 DRY GROCERY / FROZEN	10/11/2018	11/13/2018	0.00	1,088.92	
<u>9309670</u>	CUST # 435577 DRY GROCERY / FROZEN	10/15/2018	11/13/2018	0.00	588.51	
<u>9313586</u>	CUST # 435577 DRY GROCERY / FROZEN	10/18/2018	11/13/2018	0.00	1,398.44	
<u>9316767</u>	CUST # 435577 DRY GROCERY / FROZEN	10/22/2018	11/13/2018	0.00	1,097.65	
<u>9321421</u>	CUST # 435577 DRY GROCERY / FROZEN	10/25/2018	11/13/2018	0.00	1,373.42	
<u>9324629</u>	CUST # 435577 DRY GROCERY / FROZEN	10/29/2018	11/13/2018	0.00	1,272.02	

Vendor Number	Vendor Name					Total Vendor Amount
<u>PHITUR</u>	PHIL TURNER LAW PC					1,760.00
Payment Type	Payment Number		Payment Date	Payment Amount		
Check			11/06/2018	1,760.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>16-150</u>	CAUSE # 16-150 CHERI CALDERON	10/25/2018	11/13/2018	0.00	475.00	
<u>18-109</u>	CAUSE # 18-109 WILLIAM HUNTER SCOTT	10/25/2018	11/13/2018	0.00	455.00	
<u>2018-073</u>	CAUSE 2018-073 JOHN STOVALL	09/07/2018	11/13/2018	0.00	830.00	

Vendor Number	Vendor Name					Total Vendor Amount
<u>PRISOL</u>	PRINTING SOLUTIONS					2,692.01
Payment Type	Payment Number		Payment Date	Payment Amount		
Check			11/06/2018	2,692.01		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>21211</u>	BUSINESS CARDS DANNIE BLAKE / DENNIS ENGELKE	09/28/2018	11/13/2018	0.00	76.00	
<u>21264</u>	FORMS - NOTICE OF RELEASE	10/11/2018	11/13/2018	0.00	100.50	
<u>21265</u>	JAMIE HERRERA - BUSINESS CARDS	10/19/2018	11/13/2018	0.00	45.00	
<u>21266</u>	STAMPS / TYPESETTING / SIGNS	10/19/2018	11/13/2018	0.00	94.50	
<u>CCSO - SGT HARDEE</u>	BOOKLETS / BOARDS / BADGES / LANYARDS ETC	10/26/2018	11/13/2018	0.00	2,376.01	

Vendor Number	Vendor Name					Total Vendor Amount
<u>IKONOF</u>	RICOH USA, INC.					853.35
Payment Type	Payment Number		Payment Date	Payment Amount		
Check			11/06/2018	853.35		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>101221254</u>	ACCT # 505575-1010175A16 9/29 - 10/28/18	10/10/2018	11/13/2018	0.00	853.35	

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Vendor Number **Vendor Name** **Total Vendor Amount**
ROBHAE ROBERT A HAEDGE 1,510.00

Payment Type **Payment Number** **Payment Date** **Payment Amount**
 Check 11/06/2018 1,510.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>18-079</u>	CAUSE # 18-079 ASHLEY RENEE BEARD	10/10/2018	11/13/2018	0.00	755.00
<u>18-128</u>	CAUSE # 18-128 JO ANN ROJAS	10/12/2018	11/13/2018	0.00	755.00

Vendor Number **Vendor Name** **Total Vendor Amount**
ROMEXC ROMCO EQUIPMENT COMPANY 2,368.50

Payment Type **Payment Number** **Payment Date** **Payment Amount**
 Check 11/06/2018 2,368.50

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>107107809</u>	CUST # 13570 GRADER BLADE 5/8 X 6 X 7 HT	10/26/2018	11/13/2018	0.00	2,368.50

Vendor Number **Vendor Name** **Total Vendor Amount**
RONLEH RONDA LEHMAN 26.80

Payment Type **Payment Number** **Payment Date** **Payment Amount**
 Check 11/06/2018 26.80

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>102218</u>	EXPENSE FOR POSTAGE	10/22/2018	11/13/2018	0.00	26.80

Vendor Number **Vendor Name** **Total Vendor Amount**
RUSTRU RUSH TRUCK CENTER 1,385.67

Payment Type **Payment Number** **Payment Date** **Payment Amount**
 Check 11/06/2018 1,385.67

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>3012471393</u>	CUST # 121177 DETENT ASSEMBLY-SWITCH	10/19/2018	11/13/2018	0.00	450.18
<u>3012532553</u>	CUST # 121177 SENSOR-TEMP	10/25/2018	11/13/2018	0.00	935.49

Vendor Number **Vendor Name** **Total Vendor Amount**
SUSSCH SCHOON LAW FIRM, PC 300.00

Payment Type **Payment Number** **Payment Date** **Payment Amount**
 Check 11/06/2018 300.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>15-070</u>	CAUSE # 15-070 JARED MCCULLER	10/23/2018	11/13/2018	0.00	300.00

Vendor Number **Vendor Name** **Total Vendor Amount**
SMISUP SMITH SUPPLY CO.- LOCKHART 418.20

Payment Type **Payment Number** **Payment Date** **Payment Amount**
 Check 11/06/2018 418.20

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>786190</u>	BIFEN I / T 4 OZ	10/01/2018	11/13/2018	0.00	47.85
<u>786208</u>	SPEED SQUARE SWANSON	10/18/2018	11/13/2018	0.00	14.00
<u>787347</u>	EXPAND COMP CONN 5/16 X 1/4	10/11/2018	11/13/2018	0.00	3.75
<u>787695</u>	BRASS BALL VALVE 3/4"	10/15/2018	11/13/2018	0.00	13.95
<u>787740</u>	WRENCH PIPE ALUM 24"	10/16/2018	11/13/2018	0.00	37.95
<u>787770</u>	TRAP CAT/SQUIREL 10X10X24	10/16/2018	11/13/2018	0.00	57.95
<u>787777</u>	BREAKER 30 AMP 2-P	10/16/2018	11/13/2018	0.00	50.90
<u>787852</u>	HEX NUT FULL 5/16	10/17/2018	11/13/2018	0.00	27.00
<u>788004</u>	CAR SCREW 5/16 X 2-1/4	10/18/2018	11/13/2018	0.00	82.45
<u>788409</u>	SAFETY CONE ORANGE 18"	10/23/2018	11/13/2018	0.00	35.80
<u>788459</u>	BUSHING PVC 1/2 X 1/4 ST	10/23/2018	11/13/2018	0.00	20.15
<u>788644</u>	WELD WIRE 1X2X48" OER FT-CUT	10/25/2018	11/13/2018	0.00	12.00
<u>788732</u>	PLAYBOX SAN 50#	10/26/2018	11/13/2018	0.00	4.95
<u>788765</u>	GALV ROUND WASH TUP 4 GAL	10/26/2018	11/13/2018	0.00	9.50

Payment Register

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Vendor Number	Vendor Name					Total Vendor Amount
<u>SMILUL</u>	SMITH SUPPLY CO.-LULING					27.60
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				11/06/2018	27.60	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>64036</u>	LAG SCREW 3/8 X 3	10/12/2018	11/13/2018	0.00	2.70	
<u>64050</u>	HITCH RECEIVER 2" W/3.5" DROP	10/12/2018	11/13/2018	0.00	42.85	
<u>64093</u>	REESE RECEIVER SLEEVED LOCK	10/15/2018	11/13/2018	0.00	-17.95	

Vendor Number	Vendor Name					Total Vendor Amount
<u>SOUHEA</u>	SOUTHERN HEALTH PARTNERS, INC.					39,489.34
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				11/06/2018	39,489.34	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>BASE33571</u>	CUST ID: CAL-7388 NOVEMBER 2018 BASE	10/02/2018	11/13/2018	0.00	39,489.34	

Vendor Number	Vendor Name					Total Vendor Amount
<u>SOUTIR</u>	SOUTHERN TIRE MART, LLC					632.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				11/06/2018	632.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>63265221</u>	CUST # 142726 LT265/70R17/ E DUELR AT REVO3	10/19/2018	11/13/2018	0.00	632.00	

Vendor Number	Vendor Name					Total Vendor Amount
<u>SPRINT</u>	SPRINT					37.99
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				11/06/2018	37.99	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>122236591-115</u>	ACCT # 122236591 9/17 - 10/16/18	10/20/2018	11/13/2018	0.00	37.99	

Vendor Number	Vendor Name					Total Vendor Amount
<u>SYSCO</u>	SYSCO CENTRAL TEXAS, INC					8,748.34
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				11/06/2018	8,748.34	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>2133913085</u>	CUST # 043430 DAIRY / MEATS / POULTRY / FROZEN /	10/12/2018	11/13/2018	0.00	1,439.42	
<u>213906295</u>	CUST # 043430 CHEMICAL & JANITORIAL	10/10/2018	11/13/2018	0.00	207.34	
<u>213906296</u>	CUST # 043430 DAIRY / SEAFOOD / FROZEN / CAN & D	10/10/2018	11/13/2018	0.00	1,455.16	
<u>213925853</u>	CUST # 043430 DAIRY / MEATS / FROZEN / CAN & DRY	10/17/2018	11/13/2018	0.00	1,297.25	
<u>213925854</u>	CUST # 043430 CHEMICAL & JANITORIAL	10/17/2018	11/13/2018	0.00	416.32	
<u>213932379</u>	CUST # 043430 DAIRY / MEATS / POULTRY / FROZEN /	10/19/2018	11/13/2018	0.00	1,321.76	
<u>213945034</u>	CUST # 043430 CHEMICAL & JANITORIAL	10/24/2018	11/13/2018	0.00	207.34	
<u>213945035</u>	CUST # 043430 DAIRY / POULTRY / FROZEN / CAN & DR	10/24/2018	11/13/2018	0.00	1,334.26	
<u>213951568</u>	CUST # 043430 DAIRY / MEATS / FROZEN / CAN & DRY	10/26/2018	11/13/2018	0.00	1,069.49	

Vendor Number	Vendor Name					Total Vendor Amount
<u>T7ENTE</u>	T7 ENTERPRISES, LLC					159.50
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				11/06/2018	159.50	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>4756</u>	80 PASSENGER/LIGHT TRUCK	10/22/2018	11/13/2018	0.00	159.50	

Vendor Number	Vendor Name					Total Vendor Amount
<u>TERROR</u>	TERRI ROBASON					98.10
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				11/06/2018	98.10	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>101518</u>	DAYS IN COURT - 10/8 & 10/15/18	10/15/2018	11/13/2018	0.00	98.10	

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Vendor Number	Vendor Name			Total Vendor Amount
<u>TACDUE</u>	TEXAS ASSOCIATION OF COUNTIES			200.00
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		11/06/2018	200.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
<u>239318</u>	KENNETH SCHAWA - 9/01/18 THRU 8/31/19	10/16/2018	11/13/2018	0.00 200.00

Vendor Number	Vendor Name			Total Vendor Amount
<u>TACRIS</u>	TEXAS ASSOCIATION OF COUNTIES			52,695.00
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		11/06/2018	52,695.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
<u>20514-WC4</u>	MEMBER # 0280 POLICY YEAR 2018 4TH QUTR	09/30/2018	11/13/2018	0.00 38,661.00
<u>NRCN-23561-WC1</u>	COVERAGE # WC-0280-20190101-1 1ST QUARTERLY	11/01/2018	11/13/2018	0.00 14,034.00

Vendor Number	Vendor Name			Total Vendor Amount
<u>DEPPUB</u>	TEXAS DEPT. OF PUBLIC SAFETY			3.00
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		11/06/2018	3.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
<u>CRS-201809-155138</u>	SECURE SITE CCH NAME SEARCH	09/30/2018	11/13/2018	0.00 3.00

Vendor Number	Vendor Name			Total Vendor Amount
<u>TDCAA</u>	TEXAS DISTRICT & COUNTY ATTORNEYS			175.00
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		11/06/2018	175.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
<u>145859</u>	FRED WEBER 11/28-30/18 BAR # 00795713	10/16/2018	11/13/2018	0.00 175.00

Vendor Number	Vendor Name			Total Vendor Amount
<u>TEXPRI</u>	TEXAS PRISONER TRANSPORTATION SERVICES			382.75
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		11/06/2018	382.75	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
<u>10002</u>	ORDER # 10002 SLOAN, NATALIE JEAN	10/18/2018	11/13/2018	0.00 382.75

Vendor Number	Vendor Name			Total Vendor Amount
<u>TEXNOT</u>	TEXAS STATE NOTARY BUREAU			103.70
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		11/06/2018	103.70	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
<u>131756198</u>	JENNIFER M LOTT	10/10/2018	11/13/2018	0.00 33.90
<u>131756287</u>	TABITHA CARROLL	10/10/2018	11/13/2018	0.00 33.90
<u>7202022</u>	T. MUELLER COMMISSIN EXP DATE: 07/20/2022	10/26/2018	11/13/2018	0.00 35.90

Vendor Number	Vendor Name			Total Vendor Amount
<u>JAMCAS</u>	THE CASEY LAW FIRM			300.00
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		11/06/2018	300.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
<u>2016-114</u>	CAUSE # 2016-114 BRITNEY N. GARZA	10/24/2018	11/13/2018	0.00 300.00

Vendor Number	Vendor Name			Total Vendor Amount
<u>RICHIC</u>	THE LAW OFFICE OF TREY HICKS, PLLC			1,970.00
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		11/06/2018	1,970.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
<u>16-039</u>	CAUSE # 16-039 MARISOL DOLORES CASTILLO	10/22/2018	11/13/2018	0.00 150.00
<u>16-256_1</u>	CAUSE # 16-256 NATAEL CARRAZA	10/12/2018	11/13/2018	0.00 550.00
<u>18-017</u>	CAUSE # 18-017 JAMIE LOUISE HORD	10/09/2018	11/13/2018	0.00 760.00
<u>2018-059</u>	CAUSE # 2018-059 DJANIE SHEKIEL HEDSPETH	10/12/2018	11/13/2018	0.00 510.00

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Vendor Number	Vendor Name				Total Vendor Amount
<u>JASTRU</u>	THE LAW OFFICES OF JASON TRUMPLER				1,400.00
Payment Type	Payment Number		Payment Date	Payment Amount	
Check			11/06/2018	1,400.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>13-109 & 15-170</u>	CAUSE # 13-109 & 15-170 LUIS VEGA	10/09/2018	11/13/2018	0.00	500.00
<u>16-018</u>	CAUSE # 16-018 GUSTAVO CARALIS	10/23/2018	11/13/2018	0.00	525.00
<u>17-001</u>	CAUSE # 17-001 JARRELL HOUSTON	10/23/2018	11/13/2018	0.00	375.00

Vendor Number	Vendor Name				Total Vendor Amount
<u>THOWIL</u>	THOMAS WILL				552.84
Payment Type	Payment Number		Payment Date	Payment Amount	
Check			11/06/2018	552.84	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>102518</u>	TRAINING 10/16 - 18/18	10/25/2018	11/13/2018	0.00	552.84

Vendor Number	Vendor Name				Total Vendor Amount
<u>TINMOR</u>	TINA FREEMAN				165.87
Payment Type	Payment Number		Payment Date	Payment Amount	
Check			11/06/2018	165.87	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>101818</u>	CONFERENCE 10/16 - 18/18	10/18/2018	11/13/2018	0.00	165.87

Vendor Number	Vendor Name				Total Vendor Amount
<u>TRARIS</u>	TRANSUNION RISK AND ALTERNATIVE DATA SOLUTION				25.00
Payment Type	Payment Number		Payment Date	Payment Amount	
Check			11/06/2018	25.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>110118</u>	ACCT ID: 234599 10/01 - 31/18	11/01/2018	11/13/2018	0.00	25.00

Vendor Number	Vendor Name				Total Vendor Amount
<u>TYLTEC</u>	TYLER TECHNOLOGIES, INC.				564.67
Payment Type	Payment Number		Payment Date	Payment Amount	
Check			11/06/2018	564.67	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>025-230008</u>	WEB HOSTING - RECORDING 9/2018 - 8/31/19	08/01/2018	11/13/2018	0.00	6,776.00
<u>025-237492</u>	CUST # 47804 WEB HOSTING - RECORDING	09/28/2018	09/28/2018	0.00	-6,211.33

Vendor Number	Vendor Name				Total Vendor Amount
<u>UNIFIR</u>	UNIFIRST CORPORATION				1,148.14
Payment Type	Payment Number		Payment Date	Payment Amount	
Check			11/06/2018	1,148.14	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>822 2099141 C</u>	ACCT # 222727 CREDIT ON STATEMENT 9/25/18	09/30/2018	09/30/2018	0.00	-16.46
<u>822 2103689</u>	CUST # 222727 RTE # G4200 PRCT # 3	08/01/2018	11/13/2018	0.00	42.73
<u>822 2104692</u>	CUST # 222727 RTE # F2900 PRCT # 2	08/06/2018	11/13/2018	0.00	46.91
<u>822 2108220</u>	CUST # 222727 RTE # G4200	08/15/2018	11/13/2018	0.00	42.73
<u>822 2113727</u>	CUST # 222727 RTE # F2900 PRCT # 2	09/03/2018	11/13/2018	0.00	46.91
<u>822 2114994</u>	CUST # 222727 RTE # G4200	09/05/2018	11/13/2018	0.00	42.73
<u>822 2119448</u>	CUST # 222727 PRCT # 3	09/19/2018	11/13/2018	0.00	42.73
<u>822 2126714</u>	CUST # 222727 RTE # F6140 COURTHOUSE	10/24/2018	11/13/2018	0.00	65.01
<u>822 2127121</u>	CUST # 222727 RTE # F2900 PRCT # 2	10/15/2018	11/13/2018	0.00	46.91
<u>822 2128360</u>	CUST # 222727 RTE # G4200 PRCT # 3	10/17/2018	11/13/2018	0.00	42.73
<u>822 2128977</u>	CUST # 222727 RTE # F6140 SHERIFF'S	10/19/2018	11/13/2018	0.00	65.01
<u>822 2129042</u>	CUST # 222727 RTE # F6110 COURT HOUSE	10/19/2018	11/13/2018	0.00	238.97
<u>822 2129395</u>	CUST # 222727 RTE # F2900 PRCT # 2	10/22/2018	11/13/2018	0.00	46.91
<u>822 2130631</u>	CUST # 222727 RTE # G4200 PRCT # 3	10/24/2018	11/13/2018	0.00	42.73
<u>822 2131222</u>	CUST # 222727 RTE # F6140 SHERIFF'S	10/26/2018	11/13/2018	0.00	65.01
<u>822 2131289</u>	CUST # 222727 RTE # F6110 COURT HOUSE	10/26/2018	11/13/2018	0.00	238.97
<u>822 2131640</u>	CUST # 222727 RTE # F2900 PRCT # 2	10/29/2018	11/13/2018	0.00	47.61

Payment Register

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Vendor Number	Vendor Name					Total Vendor Amount
<u>WALDEA</u>	WALTER S. DEAN, SR.					475.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				11/06/2018	475.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>12-197</u>	CAUSE # 12-197 STANLEY WHITED	10/25/2018	11/13/2018	0.00	475.00	

Vendor Number	Vendor Name					Total Vendor Amount
<u>WESGRO</u>	WEST GROUP PAYMENT CENTER					823.73
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				11/06/2018	149.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>765318 TRACKING #</u>	ACCT # 1000732986 2019 TX RULES OF EVIDENCE	10/16/2018	11/13/2018	0.00	149.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>838980532</u>	ACCT # 1004742988 SEPT 2018	10/01/2018	11/13/2018	0.00	405.00	
<u>838990419</u>	ACCT # 1000732986 SEPT 2018	10/01/2018	11/13/2018	0.00	196.00	
<u>839098123</u>	ACCT # 1000732986 9/05 - 10/04/18	10/04/2018	11/13/2018	0.00	73.73	

Vendor Number	Vendor Name					Total Vendor Amount
<u>WILRIG</u>	WILSON RIGGIN					265.74
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				11/06/2018	265.74	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>102297</u>	64 LIN FT F.J. WEDGE BASE	09/27/2018	11/13/2018	0.00	53.47	
<u>102385</u>	SOCKET SET	10/05/2018	11/13/2018	0.00	25.99	
<u>102386</u>	1 X 4 12 HARDIE TRIM	10/05/2018	11/13/2018	0.00	30.58	
<u>102392</u>	TUBES BIG STRETCH	10/05/2018	11/13/2018	0.00	15.75	
<u>102426</u>	3" X 6" X 1 3/9 SC	10/11/2018	11/13/2018	0.00	139.95	

Vendor Number	Vendor Name					Total Vendor Amount
<u>XERCOR</u>	XEROX CORPORATION					4,393.11
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				11/06/2018	4,393.11	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>1332276</u>	CONTRACT # 010-0063777-001 9/30 - 10/29/18	10/10/2018	11/13/2018	0.00	4,222.11	
<u>1332436</u>	CONSTRCT # 010-0076391-001 LEASE PAYMENT	10/10/2018	11/13/2018	0.00	171.00	

Payment Register

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Payment Summary

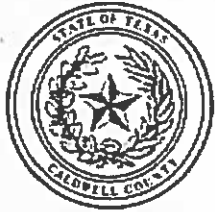
Bank Code	Type	Payable Count	Payment Count	Discount	Payment
AP BNK	Check	359	130	0.00	345,373.15
Packet Totals:		359	130	0.00	345,373.15

Cash Fund Summary

Fund	Name	Amount
999	POOLED CASH	-345,373.15
Packet Totals:		<u>-345,373.15</u>

- 2. Ratify re-occurring County payments in the amount of:**
 - A. \$ 293,392.01**
(Payroll for 10/14/2018 – 10/27/2018)

B. \$ 87,965.10
(Payroll Tax for 10/14/2018 – 10/27/2018)



Caldwell County, TX

Detail Register

Payroll Summary

Packet: PYPKT01103 - 11022018 payroll
Payroll Set: 01 - Payroll Set 01

Pay Period: 10/14/2018 - 10/27/2018

Total Direct Deposits: 267,732.64
Total Check Amounts: 25,659.37

Males Paid: 127
Females Paid: 122
Total Employees: 249

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	1,650.31
DA Supplement	0.00	151.67
FH - LAW	12.00	0.00
FLOAT	44.00	8.00
Hourly	13,779.97	247,174.62
JP COMP TAKEN	12.50	310.57
Jud Stip	1.00	3,415.73
JURY DUTY	8.00	140.45
Longevity w/RET	0.00	204.61
LWOP	44.00	-923.08
LWP	91.00	1,658.61
OT	666.90	16,067.46
PER DIEM ALLOWANCE	0.00	195.00
S	505.50	10,665.66
SAL	-22.00	92,599.88
Uniform	0.00	1,950.00
Vacation	782.08	15,309.63
VAC-PAYOUT	22.01	801.09
Total:	15,946.96	391,380.21

TAXES

Code	Subject To	Employee	Employer
Federal W/H	354,875.23	30,352.28	0.00
MC	376,553.48	5,460.06	5,460.06
SS	376,553.48	23,346.35	23,346.35
Unemployment	359,207.78	0.00	0.00
Total:	59,158.69	28,806.41	28,806.41

59,158.69
28,806.41

87,965.10

DEDUCTIONS

Code	Subject To	Employee	Employer
400	384,413.31	19,220.75	17,067.95
520	0.00	2,457.50	0.00
530	0.00	788.65	0.00
540	0.00	165.46	0.00
550	0.00	1,685.39	0.00
551	0.00	3,009.99	0.00
552	0.00	556.64	0.00
560	0.00	75.00	0.00
580	0.00	149.94	0.00
590	0.00	7,265.63	63,412.08
595	0.00	141.55	0.00
610	0.00	218.64	0.00
615	0.00	2,167.53	0.00
620	0.00	397.75	0.00
Bankruptcy	0.00	529.09	0.00
Total:	38,829.51	80,480.03	80,480.03

RECAP 01 - Payroll Set 01

Earnings:	391,380.21	Benefits:	0.00	Deductions:	38,829.51	Taxes:	59,158.69	Net Pay:	293,392.01
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Caldwell County, TX

Detail Register

Department Summary

Packet: PYPKT01103 - 11022018 payroll
 Payroll Set: 01 - Payroll Set 01

Pay Period: 10/14/2018 - 10/27/2018

Department: 1000 - Courthouse Security

Total Direct Deposits: 5,982.34
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	17.50
Hourly	383.00	7,315.45
OT	11.50	314.41
S	15.00	273.40
Uniform	0.00	125.00
Vacation	2.00	36.45
Total:	411.50	8,082.21

TAXES

Code	Subject To	Employee	Employer
Federal W/H	7,382.76	579.89	0.00
MC	7,786.87	112.90	112.90
SS	7,786.87	482.79	482.79
Unemployment	8,013.00	0.00	0.00
Total:	1,175.58	595.69	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	8,082.21	404.11	358.86
550	0.00	69.21	0.00
580	0.00	6.12	0.00
590	0.00	158.75	1,284.84
595	0.00	2.86	0.00
615	0.00	64.52	0.00
620	0.00	218.72	0.00
Total:	924.29	1,643.70	

RECAP 1000 - Courthouse Security

Earnings:	8,082.21	Benefits:	0.00	Deductions:	924.29	Taxes:	1,175.58	Net Pay:	5,982.34
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Department: 1101 - Unit Road

Total Direct Deposits: 21,349.26
 Total Check Amounts: 4,228.47

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	72.50
FLOAT	8.00	0.00
Hourly	1,695.50	29,650.90
OT	3.00	90.93
S	57.50	1,004.49
SAL	1.00	1,853.15
Vacation	87.00	1,543.96
Total:	1,852.00	34,215.93

TAXES

Code	Subject To	Employee	Employer
Federal W/H	31,146.05	2,511.93	0.00
MC	32,856.84	476.42	476.42
SS	32,856.84	2,037.11	2,037.11
Unemployment	34,090.08	0.00	0.00
Total:		5,025.46	2,513.53

DEDUCTIONS

Code	Subject To	Employee	Employer
400	34,215.93	1,710.79	1,519.21
530	0.00	0.00	0.00
550	0.00	125.85	0.00
551	0.00	68.00	0.00
580	0.00	13.77	0.00
590	0.00	983.02	7,044.12
595	0.00	13.89	0.00
610	0.00	0.00	0.00
615	0.00	168.33	0.00
Bankruptcy	0.00	529.09	0.00
Total:		3,612.74	8,563.33

RECAP 1101 - Unit Road

Earnings: 34,215.93 Benefits: 0.00 Deductions: 3,612.74 Taxes: 5,025.46 Net Pay: 25,577.73

Department: 1102 - Vehicle Maintenance

Total Direct Deposits: 979.95
 Total Check Amounts: 2,400.73

EARNINGS

Pay Code	Units	Pay Amount
Hourly	235.00	4,206.39
OT	1.50	43.15
Vacation	5.00	88.61
Total:	241.50	4,338.15

TAXES

Code	Subject To	Employee	Employer
Federal W/H	4,044.89	336.65	0.00
MC	4,261.80	61.80	61.80
SS	4,261.80	264.23	264.23
Unemployment	4,297.95	0.00	0.00
Total:		662.68	326.03

DEDUCTIONS

Code	Subject To	Employee	Employer
400	4,338.15	216.91	192.61
550	0.00	40.20	0.00
551	0.00	20.00	0.00
580	0.00	1.53	0.00
590	0.00	0.00	952.38
615	0.00	16.15	0.00
Total:		294.79	1,144.99

RECAP 1102 - Vehicle Maintenance

Earnings: 4,338.15 Benefits: 0.00 Deductions: 294.79 Taxes: 662.68 Net Pay: 3,380.68

Department: 1103 - Fleet Maintenance

Total Direct Deposits: 1,249.50
 Total Check Amounts: 1,156.47

EARNINGS

Pay Code	Units	Pay Amount
Hourly	96.00	1,743.12
Vacation	64.00	1,239.68
Total:	160.00	2,982.80

TAXES

Code	Subject To	Employee	Employer
Federal W/H	2,817.46	183.02	0.00
MC	2,966.60	43.01	43.01
SS	2,966.60	183.93	183.93
Unemployment	2,982.80	0.00	0.00
Total:	409.96	226.94	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	2,982.80	149.14	132.43
580	0.00	1.53	0.00
590	0.00	0.00	634.92
615	0.00	16.20	0.00
Total:	166.87	767.35	

RECAP 1103 - Fleet Maintenance

Earnings:	2,982.80	Benefits:	0.00	Deductions:	166.87	Taxes:	409.96	Net Pay:	2,405.97
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Department: 2120 - County Treasurer

Total Direct Deposits: 2,419.47
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
Hourly	79.50	1,533.77
OT	1.00	28.94
SAL	1.00	1,848.25
Vacation	0.50	9.65
Total:	82.00	3,420.61

TAXES

Code	Subject To	Employee	Employer
Federal W/H	2,892.05	231.37	0.00
MC	3,113.08	45.14	45.14
SS	3,113.08	193.01	193.01
Unemployment	1,572.36	0.00	0.00
Total:	469.52	238.15	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	3,420.61	171.03	151.87
520	0.00	50.00	0.00
551	0.00	100.00	0.00
580	0.00	3.06	0.00
590	0.00	158.75	649.92
615	0.00	48.78	0.00
Total:	531.62	801.79	

RECAP 2120 - County Treasurer

Earnings:	3,420.61	Benefits:	0.00	Deductions:	531.62	Taxes:	469.52	Net Pay:	2,419.47
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Department: 2130 - County Auditor

Total Direct Deposits: 5,576.83
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
Hourly	232.00	4,796.21
S	4.00	153.85
SAL	-3.00	2,923.07
Vacation	8.00	140.26
Total:	241.00	8,013.39

TAXES

Code	Subject To	Employee	Employer
Federal W/H	6,979.71	802.96	0.00
MC	7,580.38	109.92	109.92
SS	7,580.38	469.98	469.98
Unemployment	7,982.49	0.00	0.00
Total:	1,382.86	1,382.86	579.90

DEDUCTIONS

Code	Subject To	Employee	Employer
400	8,013.39	400.67	355.80
520	0.00	200.00	0.00
550	0.00	30.90	0.00
551	0.00	192.00	0.00
580	0.00	3.06	0.00
590	0.00	158.75	967.38
595	0.00	2.86	0.00
610	0.00	16.96	0.00
615	0.00	48.50	0.00
Total:	1,053.70	1,323.18	

RECAP 2130 - County Auditor

Earnings: 8,013.39 Benefits: 0.00 Deductions: 1,053.70 Taxes: 1,382.86 Net Pay: 5,576.83

Department: 2140 - Tax Assessor-Collector

Total Direct Deposits: 6,321.68
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
Hourly	381.00	6,233.56
S	6.00	105.29
SAL	1.00	1,829.82
Vacation	13.00	212.53
Total:	401.00	8,381.20

TAXES

Code	Subject To	Employee	Employer
Federal W/H	7,570.72	623.87	0.00
MC	8,092.26	117.33	117.33
SS	8,092.26	501.72	501.72
Unemployment	6,537.76	0.00	0.00
Total:	1,242.92	1,242.92	619.05

DEDUCTIONS

Code	Subject To	Employee	Employer
400	8,381.20	419.04	372.13
520	0.00	102.50	0.00
550	0.00	13.62	0.00
551	0.00	62.00	0.00
580	0.00	6.12	0.00
590	0.00	158.75	1,919.76
595	0.00	22.92	0.00
615	0.00	31.65	0.00
Total:	816.60	2,291.89	

RECAP 2140 - Tax Assessor-Collector

Earnings: 8,381.20 Benefits: 0.00 Deductions: 816.60 Taxes: 1,242.92 Net Pay: 6,321.68

Department: 2150 - County Clerk

Total Direct Deposits: 8,527.14
 Total Check Amounts: 910.13

EARNINGS

Pay Code	Units	Pay Amount
FLOAT	8.00	0.00
Hourly	559.42	8,955.51
S	47.00	773.50
SAL	1.00	1,868.45
Vacation	33.58	539.45
Total:	649.00	12,136.91

TAXES

Code	Subject To	Employee	Employer
Federal W/H	11,200.02	778.46	0.00
MC	11,856.86	171.93	171.93
SS	11,856.86	735.13	735.13
Unemployment	10,190.01	0.00	0.00
Total:	11,200.02	1,685.52	907.06

DEDUCTIONS

Code	Subject To	Employee	Employer
400	12,136.91	606.84	538.87
520	0.00	50.00	0.00
540	0.00	41.05	0.00
550	0.00	78.45	0.00
551	0.00	131.60	0.00
580	0.00	9.18	0.00
590	0.00	0.00	2,539.68
595	0.00	5.72	0.00
610	0.00	27.00	0.00
615	0.00	64.28	0.00
Total:	12,136.91	1,014.12	3,078.55

RECAP 2150 - County Clerk

Earnings: 12,136.91 Benefits: 0.00 Deductions: 1,014.12 Taxes: 1,685.52 Net Pay: 9,437.27

Department: 3000 - County Clerk

Total Direct Deposits: 922.11
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
Hourly	72.00	1,142.69
Vacation	8.00	126.97
Total:	80.00	1,269.66

TAXES

Code	Subject To	Employee	Employer
Federal W/H	1,005.41	0.00	0.00
MC	1,068.89	15.50	15.50
SS	1,068.89	66.27	66.27
Unemployment	1,269.66	0.00	0.00
Total:	1,005.41	81.77	81.77

DEDUCTIONS

Code	Subject To	Employee	Employer
400	1,269.66	63.48	56.37
551	0.00	20.00	0.00
580	0.00	1.53	0.00
590	0.00	158.75	332.46
615	0.00	22.02	0.00
Total:	1,269.66	265.78	388.83

RECAP 3000 - County Clerk

Earnings: 1,269.66 Benefits: 0.00 Deductions: 265.78 Taxes: 81.77 Net Pay: 922.11

Department: 3200 - District Attorney

Total Direct Deposits: 18,598.54
 Total Check Amounts: 2,069.64

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	16.15
DA Supplement	0.00	151.67
FLOAT	8.00	0.00
Hourly	606.25	11,650.31
Longevity w/RET	0.00	204.61
S	25.75	565.11
SAL	0.00	14,979.42
Vacation	16.00	349.88
Total:	656.00	27,917.15

TAXES

Code	Subject To	Employee	Employer
Federal W/H	25,431.58	2,694.27	0.00
MC	26,887.44	389.88	389.88
SS	26,887.44	1,667.01	1,667.01
Unemployment	27,635.76	0.00	0.00
Total:		4,751.16	2,056.89

DEDUCTIONS

Code	Subject To	Employee	Employer
400	27,917.15	1,395.86	1,239.50
520	0.00	60.00	0.00
550	0.00	113.57	0.00
551	0.00	416.00	0.00
552	0.00	100.00	0.00
580	0.00	12.24	0.00
590	0.00	317.50	3,839.52
595	0.00	5.72	0.00
615	0.00	76.92	0.00
Total:		2,497.81	5,079.02

RECAP 3200 - District Attorney

Earnings: 27,917.15 Benefits: 0.00 Deductions: 2,497.81 Taxes: 4,751.16 Net Pay: 20,668.18

Department: 3220 - District Clerk

Total Direct Deposits: 8,179.05
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
FLOAT	8.00	0.00
Hourly	493.00	8,057.41
LWOP	4.00	0.00
S	27.00	461.70
SAL	1.00	1,874.15
Vacation	36.00	523.39
Total:	569.00	10,916.65

TAXES

Code	Subject To	Employee	Employer
Federal W/H	9,756.75	784.96	0.00
MC	10,302.60	149.39	149.39
SS	10,302.60	638.76	638.76
Unemployment	9,014.13	0.00	0.00
Total:		1,573.11	788.15

DEDUCTIONS

Code	Subject To	Employee	Employer
400	10,916.65	545.85	484.70
550	0.00	28.37	0.00
551	0.00	25.00	0.00
580	0.00	4.59	0.00
590	0.00	491.51	2,569.68
615	0.00	69.17	0.00
Total:		1,164.49	3,054.38

RECAP 3220 - District Clerk

Earnings: 10,916.65 Benefits: 0.00 Deductions: 1,164.49 Taxes: 1,573.11 Net Pay: 8,179.05

Department: 3230 - District Judge

Total Direct Deposits: 7,289.00
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
Hourly	136.00	3,777.77
S	16.00	480.17
SAL	6.00	5,164.01
Vacation	8.00	318.83
Total:	166.00	9,740.78

TAXES

Code	Subject To	Employee	Employer
Federal W/H	8,673.95	674.95	0.00
MC	9,260.99	134.28	134.28
SS	9,260.99	574.19	574.19
Unemployment	9,694.62	0.00	0.00
Total:	1,383.42	708.47	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	9,740.78	487.04	432.48
520	0.00	100.00	0.00
552	0.00	80.64	0.00
580	0.00	1.53	0.00
590	0.00	317.50	664.92
615	0.00	81.65	0.00
Total:	1,068.36	1,097.40	

RECAP 3230 - District Judge

Earnings:	9,740.78	Benefits:	0.00	Deductions:	1,068.36	Taxes:	1,383.42	Net Pay:	7,289.00
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Department: 3240 - County Court Law

Total Direct Deposits: 2,096.28
 Total Check Amounts: 3,502.15

EARNINGS

Pay Code	Units	Pay Amount
Jud Stip	1.00	3,415.73
S	80.00	2,654.40
SAL	1.00	2,657.92
Total:	82.00	8,728.05

TAXES

Code	Subject To	Employee	Employer
Federal W/H	6,926.53	688.33	0.00
MC	8,362.93	121.26	121.26
SS	8,362.93	518.51	518.51
Unemployment	2,624.90	0.00	0.00
Total:	1,328.10	639.77	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	8,728.05	436.40	387.53
520	0.00	1,000.00	0.00
550	0.00	29.50	0.00
590	0.00	332.76	649.92
595	0.00	2.86	0.00
Total:	1,801.52	1,037.45	

RECAP 3240 - County Court Law

Earnings:	8,728.05	Benefits:	0.00	Deductions:	1,801.52	Taxes:	1,328.10	Net Pay:	5,598.43
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Department: 3251 - JP Prect. 1

Total Direct Deposits: 2,504.30
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	16.15
Hourly	152.00	2,390.01
SAL	1.00	1,541.36
Vacation	8.00	127.74
Total:	161.00	4,075.26

TAXES

Code	Subject To	Employee	Employer
Federal W/H	3,051.14	221.31	0.00
MC	3,254.91	47.20	47.20
SS	3,254.91	201.80	201.80
Unemployment	2,493.75	0.00	0.00
Total:	12,094.71	470.31	249.00

DEDUCTIONS

Code	Subject To	Employee	Employer
400	4,075.26	203.77	180.94
550	0.00	51.81	0.00
551	0.00	189.00	0.00
560	0.00	75.00	0.00
580	0.00	1.53	0.00
590	0.00	506.57	967.38
615	0.00	72.97	0.00
Total:	4,075.26	1,100.65	1,148.32

RECAP 3251 - JP Prect. 1

Earnings: 4,075.26 Benefits: 0.00 Deductions: 1,100.65 Taxes: 470.31 Net Pay: 2,504.30

Department: 3252 - JP Prect. 2

Total Direct Deposits: 3,184.74
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	16.15
Hourly	143.00	2,260.02
S	17.00	268.85
SAL	1.00	1,541.36
Total:	161.00	4,086.38

TAXES

Code	Subject To	Employee	Employer
Federal W/H	3,816.65	307.75	0.00
MC	4,020.98	58.30	58.30
SS	4,020.98	249.30	249.30
Unemployment	2,501.64	0.00	0.00
Total:	14,360.25	615.35	307.60

DEDUCTIONS

Code	Subject To	Employee	Employer
400	4,086.38	204.33	181.44
550	0.00	27.23	0.00
580	0.00	3.06	0.00
590	0.00	0.00	952.38
610	0.00	13.50	0.00
615	0.00	38.17	0.00
Total:	4,086.38	286.29	1,133.82

RECAP 3252 - JP Prect. 2

Earnings: 4,086.38 Benefits: 0.00 Deductions: 286.29 Taxes: 615.35 Net Pay: 3,184.74

Department: 3253 - JP Prect. 3

Total Direct Deposits: 2,126.40
 Total Check Amounts: 382.46

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	16.15
Hourly	113.30	1,595.49
OT	2.90	69.46
SAL	1.00	1,541.36
Vacation	11.00	175.64
Total:	128.20	3,398.10

TAXES

Code	Subject To	Employee	Employer
Federal W/H	2,918.82	173.68	0.00
MC	3,088.73	44.78	44.78
SS	3,088.73	191.50	191.50
Unemployment	1,813.36	0.00	0.00
Total:	409.96	236.28	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	3,398.10	169.91	150.87
550	0.00	40.85	0.00
551	0.00	80.00	0.00
590	0.00	158.75	649.92
615	0.00	29.77	0.00
Total:	479.28	800.79	

RECAP 3253 - JP Prect. 3

Earnings: 3,398.10 Benefits: 0.00 Deductions: 479.28 Taxes: 409.96 Net Pay: 2,508.86

Department: 3254 - JP Prect. 4

Total Direct Deposits: 1,726.26
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	16.15
Hourly	80.00	1,277.37
SAL	1.00	1,541.36
Total:	81.00	2,834.88

TAXES

Code	Subject To	Employee	Employer
Federal W/H	2,313.61	131.46	0.00
MC	2,455.36	35.60	35.60
SS	2,455.36	152.23	152.23
Unemployment	1,277.37	0.00	0.00
Total:	319.29	187.83	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	2,834.88	141.75	125.87
530	0.00	230.77	0.00
540	0.00	34.23	0.00
551	0.00	40.00	0.00
580	0.00	3.06	0.00
590	0.00	317.50	664.92
615	0.00	22.02	0.00
Total:	789.33	790.79	

RECAP 3254 - JP Prect. 4

Earnings: 2,834.88 Benefits: 0.00 Deductions: 789.33 Taxes: 319.29 Net Pay: 1,726.26

Department: 4300 - County Sheriff

Total Direct Deposits: 51,483.50
 Total Check Amounts: 1,122.17

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	533.09
FH - LAW	12.00	0.00
FLOAT	4.00	0.00
Hourly	2,433.25	47,044.85
LWP	91.00	1,658.61
OT	140.00	3,787.35
S	75.75	1,389.49
SAL	-44.00	8,577.67
Uniform	0.00	825.00
Vacation	264.00	5,612.11
Total:	2,976.00	69,428.17

TAXES

Code	Subject To	Employee	Employer
Federal W/H	63,911.48	5,656.65	0.00
MC	67,482.91	978.51	978.51
SS	67,482.91	4,183.93	4,183.93
Unemployment	66,032.80	0.00	0.00
Total:	10,819.09	10,819.09	5,162.44

DEDUCTIONS

Code	Subject To	Employee	Employer
400	69,428.17	3,471.43	3,082.60
520	0.00	100.00	0.00
530	0.00	338.19	0.00
540	0.00	38.13	0.00
550	0.00	343.45	0.00
551	0.00	416.00	0.00
580	0.00	26.01	0.00
590	0.00	793.75	10,868.64
595	0.00	17.02	0.00
610	0.00	84.39	0.00
615	0.00	375.04	0.00
Total:	6,003.41	13,951.24	

RECAP 4300 - County Sheriff

Earnings:	69,428.17	Benefits:	0.00	Deductions:	6,003.41	Taxes:	10,819.09	Net Pay:	52,605.67
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Department: 4310 - County Jail

Total Direct Deposits: 64,358.89
 Total Check Amounts: 4,010.60

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	270.00
Hourly	3,745.75	66,688.18
JURY DUTY	8.00	140.45
OT	375.50	9,665.87
S	112.00	2,024.87
SAL	-5.00	5,932.87
Uniform	0.00	1,000.00
Vacation	176.00	3,438.51
Total:	4,412.25	89,160.75

TAXES

Code	Subject To	Employee	Employer
Federal W/H	82,820.83	7,302.39	0.00
MC	87,378.89	1,267.01	1,267.01
SS	87,378.89	5,417.51	5,417.51
Unemployment	88,741.20	0.00	0.00
Total:		13,986.91	6,684.52

DEDUCTIONS

Code	Subject To	Employee	Employer
400	89,160.75	4,458.06	3,958.75
520	0.00	100.00	0.00
530	0.00	219.69	0.00
550	0.00	419.55	0.00
551	0.00	191.39	0.00
580	0.00	22.95	0.00
590	0.00	635.00	14,980.62
595	0.00	36.49	0.00
610	0.00	42.76	0.00
615	0.00	499.43	0.00
620	0.00	179.03	0.00
Total:		6,804.35	18,939.37

RECAP 4310 - County Jail

Earnings: 89,160.75 Benefits: 0.00 Deductions: 6,804.35 Taxes: 13,986.91 Net Pay: 68,369.49

Department: 4321 - Constables-Pct. 1

Total Direct Deposits: 1,403.06
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	16.15
Hourly	54.00	675.00
SAL	1.00	996.98
Total:	55.00	1,688.13

TAXES

Code	Subject To	Employee	Employer
Federal W/H	1,603.72	71.52	0.00
MC	1,688.13	24.48	24.48
SS	1,688.13	104.66	104.66
Unemployment	675.00	0.00	0.00
Total:		200.66	129.14

DEDUCTIONS

Code	Subject To	Employee	Employer
400	1,688.13	84.41	74.95
Total:		84.41	74.95

RECAP 4321 - Constables-Pct. 1

Earnings: 1,688.13 Benefits: 0.00 Deductions: 84.41 Taxes: 200.66 Net Pay: 1,403.06

Department: 4322 - Constables-Pct. 2

Total Direct Deposits: 1,179.87
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	16.15
Hourly	54.00	675.00
SAL	1.00	996.98
Total:	55.00	1,688.13

TAXES

Code	Subject To	Employee	Employer
Federal W/H	1,477.95	178.55	0.00
MC	1,562.36	22.66	22.66
SS	1,562.36	96.87	96.87
Unemployment	1,674.51	0.00	0.00
Total:	298.08	119.53	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	1,688.13	84.41	74.95
550	0.00	13.62	0.00
551	0.00	96.00	0.00
590	0.00	0.00	317.46
615	0.00	16.15	0.00
Total:	210.18	392.41	

RECAP 4322 - Constables-Pct. 2

Earnings: 1,688.13 Benefits: 0.00 Deductions: 210.18 Taxes: 298.08 Net Pay: 1,179.87

Department: 4323 - Constables-Pct. 3

Total Direct Deposits: 1,215.30
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	16.15
Hourly	51.00	637.50
SAL	1.00	996.98
Total:	52.00	1,650.63

TAXES

Code	Subject To	Employee	Employer
Federal W/H	1,357.82	30.80	0.00
MC	1,440.36	20.88	20.88
SS	1,440.36	89.31	89.31
Unemployment	1,621.13	0.00	0.00
Total:	140.99	110.19	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	1,650.63	82.54	73.29
530	0.00	0.00	0.00
550	0.00	29.50	0.00
580	0.00	1.53	0.00
590	0.00	158.75	332.46
615	0.00	22.02	0.00
Total:	294.34	405.75	

RECAP 4323 - Constables-Pct. 3

Earnings: 1,650.63 Benefits: 0.00 Deductions: 294.34 Taxes: 140.99 Net Pay: 1,215.30

Department: 4324 - Constables-Pct. 4

Total Direct Deposits: 1,392.00
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	16.50
Hourly	85.00	1,062.50
SAL	1.00	996.98
Total:	86.00	2,075.98

TAXES

Code	Subject To	Employee	Employer
Federal W/H	1,681.75	148.56	0.00
MC	1,825.55	26.47	26.47
SS	1,825.55	113.19	113.19
Unemployment	1,062.50	0.00	0.00
Total:		288.22	139.66

DEDUCTIONS

Code	Subject To	Employee	Employer
400	2,075.98	103.80	92.18
520	0.00	40.00	0.00
550	0.00	18.92	0.00
551	0.00	45.00	0.00
580	0.00	1.53	0.00
590	0.00	158.75	332.46
595	0.00	5.74	0.00
615	0.00	22.02	0.00
Total:		395.76	424.64

RECAP 4324 - Constables-Pct. 4

Earnings: 2,075.98 Benefits: 0.00 Deductions: 395.76 Taxes: 288.22 Net Pay: 1,392.00

Department: 4330 - Driver's License

Total Direct Deposits: 502.17
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
Hourly	48.00	588.00
Total:	48.00	588.00

TAXES

Code	Subject To	Employee	Employer
Federal W/H	558.60	11.44	0.00
MC	588.00	8.53	8.53
SS	588.00	36.46	36.46
Unemployment	588.00	0.00	0.00
Total:		56.43	44.99

DEDUCTIONS

Code	Subject To	Employee	Employer
400	588.00	29.40	26.11
Total:		29.40	26.11

RECAP 4330 - Driver's License

Earnings: 588.00 Benefits: 0.00 Deductions: 29.40 Taxes: 56.43 Net Pay: 502.17

Department: 5401 - Juvenile Probation

Total Direct Deposits: 13,845.88
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	129.20
Hourly	528.00	12,481.97
JP COMP TAKEN	12.50	310.57
PER DIEM ALLOWANCE	0.00	195.00
S	13.50	336.27
SAL	2.00	5,882.21
Vacation	7.00	169.96
Total:	563.00	19,505.18

TAXES

Code	Subject To	Employee	Employer
Federal W/H	16,605.84	1,388.61	0.00
MC	17,826.11	258.48	258.48
SS	17,826.11	1,105.22	1,105.22
Unemployment	19,505.18	0.00	0.00
Total:		2,752.31	1,363.70

DEDUCTIONS

Code	Subject To	Employee	Employer
400	19,505.18	975.27	866.02
520	0.00	245.00	0.00
551	0.00	536.00	0.00
552	0.00	376.00	0.00
580	0.00	7.65	0.00
590	0.00	650.26	2,584.68
595	0.00	2.86	0.00
615	0.00	113.95	0.00
Total:		2,906.99	3,450.70

RECAP 5401 - Juvenile Probation

Earnings: 19,505.18 Benefits: 0.00 Deductions: 2,906.99 Taxes: 2,752.31 Net Pay: 13,845.88

Department: 6520 - Building Maintenance

Total Direct Deposits: 6,619.75
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	64.60
FLOAT	8.00	8.00
Hourly	392.00	6,502.67
SAL	-7.00	1,704.66
Vacation	16.00	259.32
Total:	409.00	8,539.25

TAXES

Code	Subject To	Employee	Employer
Federal W/H	7,916.37	638.39	0.00
MC	8,343.32	120.97	120.97
SS	8,343.32	517.30	517.30
Unemployment	8,465.80	0.00	0.00
Total:		1,276.66	638.27

DEDUCTIONS

Code	Subject To	Employee	Employer
400	8,539.25	426.95	379.15
550	0.00	73.45	0.00
551	0.00	90.00	0.00
580	0.00	6.12	0.00
590	0.00	0.00	1,904.76
595	0.00	8.58	0.00
610	0.00	13.84	0.00
615	0.00	23.90	0.00
Total:		642.84	2,283.91

RECAP 6520 - Building Maintenance

Earnings: 8,539.25 Benefits: 0.00 Deductions: 642.84 Taxes: 1,276.66 Net Pay: 6,619.75

Department: 6550 - Elections

Total Direct Deposits: 4,714.16
 Total Check Amounts: 2,643.99

EARNINGS

Pay Code	Units	Pay Amount
Hourly	480.00	5,167.88
OT	131.50	2,067.35
SAL	1.00	1,746.92
Total:	612.50	8,982.15

TAXES

Code	Subject To	Employee	Employer
Federal W/H	8,351.04	311.66	0.00
MC	8,600.67	124.73	124.73
SS	8,600.67	533.25	533.25
Unemployment	8,961.38	0.00	0.00
Total:	969.64	657.98	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	3,792.40	189.63	168.38
520	0.00	60.00	0.00
550	0.00	20.77	0.00
551	0.00	112.00	0.00
580	0.00	3.06	0.00
590	0.00	158.75	649.92
595	0.00	8.31	0.00
610	0.00	20.19	0.00
615	0.00	81.65	0.00
Total:	654.36	818.30	

RECAP 6550 - Elections

Earnings:	8,982.15	Benefits:	0.00	Deductions:	654.36	Taxes:	969.64	Net Pay:	7,358.15
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Department: 6560 - Commissioners Court

Total Direct Deposits: 7,295.69
 Total Check Amounts: 1,635.86

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	212.32
Hourly	137.50	2,610.21
S	6.50	132.14
SAL	5.00	8,685.23
Vacation	16.00	325.28
Total:	165.00	11,965.18

TAXES

Code	Subject To	Employee	Employer
Federal W/H	10,658.83	863.06	0.00
MC	11,257.08	163.22	163.22
SS	11,257.08	697.94	697.94
Unemployment	6,404.19	0.00	0.00
Total:	1,724.22	861.16	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	11,965.18	598.25	531.26
550	0.00	30.47	0.00
551	0.00	124.00	0.00
580	0.00	3.06	0.00
590	0.00	491.51	1,934.76
615	0.00	62.12	0.00
Total:	1,309.41	2,466.02	

RECAP 6560 - Commissioners Court

Earnings:	11,965.18	Benefits:	0.00	Deductions:	1,309.41	Taxes:	1,724.22	Net Pay:	8,931.55
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Department: 6570 - Veteran Service Officer

Total Direct Deposits: 995.28
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
SAL	1.00	1,292.30
Total:	1.00	1,292.30

TAXES

Code	Subject To	Employee	Employer
Federal W/H	1,197.91	106.04	0.00
MC	1,262.53	18.31	18.31
SS	1,262.53	78.28	78.28
Unemployment	1,278.68	0.00	0.00
Total:	202.63	96.59	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	1,292.30	64.62	57.38
550	0.00	13.62	0.00
590	0.00	0.00	317.46
615	0.00	16.15	0.00
Total:	94.39	374.84	

RECAP 6570 - Veteran Service Officer

Earnings:	1,292.30	Benefits:	0.00	Deductions:	94.39	Taxes:	202.63	Net Pay:	995.28
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Department: 6580 - Human Resources

Total Direct Deposits: 990.08
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
SAL	1.00	1,663.85
Total:	1.00	1,663.85

TAXES

Code	Subject To	Employee	Employer
Federal W/H	1,559.29	443.56	0.00
MC	1,642.48	23.82	23.82
SS	1,642.48	101.83	101.83
Unemployment	1,650.23	0.00	0.00
Total:	569.21	125.65	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	1,663.85	83.19	73.87
550	0.00	13.62	0.00
615	0.00	7.75	0.00
Total:	104.56	73.87	

RECAP 6580 - Human Resources

Earnings:	1,663.85	Benefits:	0.00	Deductions:	104.56	Taxes:	569.21	Net Pay:	990.08
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Department: 6590 - Purchasing

Total Direct Deposits: 731.51
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	16.15
LWOP	40.00	-923.08
SAL	1.00	1,846.15
Total:	41.00	939.22

TAXES

Code	Subject To	Employee	Employer
Federal W/H	884.51	81.74	0.00
MC	931.47	13.51	13.51
SS	931.47	57.75	57.75
Unemployment	939.22	0.00	0.00
Total:	153.00	71.26	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	939.22	46.96	41.70
615	0.00	7.75	0.00
Total:	54.71	41.70	

RECAP 6590 - Purchasing

Earnings:	939.22	Benefits:	0.00	Deductions:	54.71	Taxes:	153.00	Net Pay:	731.51
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Department: 6600 - Eng. & Subdivision

Total Direct Deposits: 532.32
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
VAC-PAYOUT	22.01	801.09
Total:	22.01	801.09

TAXES

Code	Subject To	Employee	Employer
Federal W/H	761.04	167.43	0.00
MC	801.09	11.62	11.62
SS	801.09	49.67	49.67
Unemployment	801.09	0.00	0.00
Total:	228.72	61.29	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	801.09	40.05	35.57
550	0.00	0.00	0.00
580	0.00	0.00	0.00
Total:	40.05	35.57	

RECAP 6600 - Eng. & Subdivision

Earnings:	801.09	Benefits:	0.00	Deductions:	40.05	Taxes:	228.72	Net Pay:	532.32
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Department: 6610 - IT-Technology

Total Direct Deposits: 3,319.31
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	69.24
Hourly	80.00	1,777.91
SAL	1.00	2,729.67
Total:	81.00	4,576.82

TAXES

Code	Subject To	Employee	Employer
Federal W/H	4,051.67	386.54	0.00
MC	4,480.51	64.97	64.97
SS	4,480.51	277.79	277.79
Unemployment	4,532.71	0.00	0.00
Total:	729.30	342.76	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	4,576.82	228.84	203.21
520	0.00	200.00	0.00
550	0.00	44.11	0.00
551	0.00	36.00	0.00
580	0.00	3.06	0.00
590	0.00	0.00	634.92
615	0.00	16.20	0.00
Total:	528.21	838.13	

RECAP 6610 - IT-Technology

Earnings:	4,576.82	Benefits:	0.00	Deductions:	528.21	Taxes:	729.30	Net Pay:	3,319.31
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Department: 6630 - Grant Writing

Total Direct Deposits: 1,725.17
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	16.15
SAL	1.00	2,115.38
Total:	1.00	2,131.53

TAXES

Code	Subject To	Employee	Employer
Federal W/H	2,024.95	136.72	0.00
MC	2,131.53	30.91	30.91
SS	2,131.53	132.15	132.15
Unemployment	2,131.53	0.00	0.00
Total:	299.78	163.06	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	2,131.53	106.58	94.64
Total:	106.58	94.64	

RECAP 6630 - Grant Writing

Earnings:	2,131.53	Benefits:	0.00	Deductions:	106.58	Taxes:	299.78	Net Pay:	1,725.17
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Department: 6640 - Code Investigator

Total Direct Deposits: 1,264.00
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	34.62
Hourly	80.00	1,538.10
Total:	80.00	1,572.72

TAXES

Code	Subject To	Employee	Employer
Federal W/H	1,474.08	89.77	0.00
MC	1,552.72	22.51	22.51
SS	1,552.72	96.27	96.27
Unemployment	1,572.72	0.00	0.00
Total:		208.55	118.78

DEDUCTIONS

Code	Subject To	Employee	Employer
400	1,572.72	78.64	69.83
551	0.00	20.00	0.00
580	0.00	1.53	0.00
590	0.00	0.00	317.46
Total:		100.17	387.29

RECAP 6640 - Code Investigator

Earnings:	1,572.72	Benefits:	0.00	Deductions:	100.17	Taxes:	208.55	Net Pay:	1,264.00
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Department: 6650 - Emerg Mgnt/Homeland Sec

Total Direct Deposits: 1,343.78
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	34.62
SAL	1.00	1,917.30
Total:	1.00	1,951.92

TAXES

Code	Subject To	Employee	Employer
Federal W/H	1,670.56	180.04	0.00
MC	1,918.16	27.81	27.81
SS	1,918.16	118.93	118.93
Unemployment	1,937.17	0.00	0.00
Total:		326.78	146.74

DEDUCTIONS

Code	Subject To	Employee	Employer
400	1,951.92	97.60	86.67
520	0.00	150.00	0.00
550	0.00	14.75	0.00
590	0.00	0.00	317.46
595	0.00	2.86	0.00
615	0.00	16.15	0.00
Total:		281.36	404.13

RECAP 6650 - Emerg Mgnt/Homeland Sec

Earnings:	1,951.92	Benefits:	0.00	Deductions:	281.36	Taxes:	326.78	Net Pay:	1,343.78
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Department: 7610 - Sanitation Department

Total Direct Deposits: 0.00
 Total Check Amounts: 1,596.70

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	34.62
Hourly	77.00	1,832.95
Vacation	3.00	71.41
Total:	80.00	1,938.98

TAXES

Code	Subject To	Employee	Employer
Federal W/H	1,842.03	43.41	0.00
MC	1,938.98	28.12	28.12
SS	1,938.98	120.22	120.22
Unemployment	1,938.98	0.00	0.00
Total:	1,938.98	191.75	148.34

DEDUCTIONS

Code	Subject To	Employee	Employer
400	1,938.98	96.95	86.09
540	0.00	52.05	0.00
580	0.00	1.53	0.00
590	0.00	0.00	317.46
Total:	1,938.98	150.53	403.55

RECAP 7610 - Sanitation Department

Earnings:	1,938.98	Benefits:	0.00	Deductions:	150.53	Taxes:	191.75	Net Pay:	1,596.70
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Department: 8700 - County Agent

Total Direct Deposits: 3,788.07
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
Hourly	77.50	1,305.92
S	2.50	42.13
SAL	3.00	3,354.07
Total:	83.00	4,702.12

TAXES

Code	Subject To	Employee	Employer
Federal W/H	4,536.86	390.54	0.00
MC	4,683.11	67.90	67.90
SS	4,683.11	290.35	290.35
Unemployment	4,702.12	0.00	0.00
Total:	4,702.12	748.79	358.25

DEDUCTIONS

Code	Subject To	Employee	Employer
400	2,924.97	146.25	129.87
590	0.00	0.00	317.46
595	0.00	2.86	0.00
615	0.00	16.15	0.00
Total:	2,924.97	165.26	447.33

RECAP 8700 - County Agent

Earnings:	4,702.12	Benefits:	0.00	Deductions:	165.26	Taxes:	748.79	Net Pay:	3,788.07
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C. \$ 61,086.61 (Department of Motor Vehicle Fees)



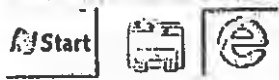
\$ 61,086.61

Funds Due Summary AGC017

Select a report using arrow keys and press enter:

Due Date	Funds Report Date	Reporting Date	Total Amount Due	Remittance Amount
10/17/2018	10/19/2018	10/15/2018	228.00	0.00
10/16/2018	10/19/2018	10/19/2018	201.00	0.00
10/19/2018	10/17/2018	10/17/2018	543.00	0.00
10/22/2018	10/18/2018	10/18/2018	217.00	0.00
10/23/2018	10/19/2018	10/19/2018	924.00	0.00
10/23/2018	10/20/2018	10/20/2018	30763.16	0.00
Totals:			61086.61	0.00

Enter Cancel



- 3. Accept quarterly revenue reporting as submitted by County Treasurer's Office:**
 - A. \$ 105.00 (Sexual Abuse/Substance Abuse Programs)**

a. T Code ■ 32670



SEXUAL ASSAULT / SUBSTANCE ABUSE PROGRAMS

• DO NOT WRITE IN SHADED AREAS.

c. County identification number ■ 1-74-6001631-8	d. Report for quarter ending 09-30-2018	e.	f. Due date of report 10-31-2018
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g. County name and mailing address
**LORI RANGEL, CNTY TREASURER
CALDWELL COUNTY
110 S MAIN ST STE 103
LOCKHART, TX 78644-2705**

h. IMPORTANT
Blacken this box if your address has changed. Show changes by the preprinted information. →

SEXUAL ASSAULT PROGRAM FUND (Code of Criminal Procedure Art. 42.12, Sec. 19(e))

If the court grants probation to a person convicted of an offense under Sections 21.08, 21.11, 22.021, 25.02, 25.06, 43.25 or 43.26 of the Penal Code, the court shall require as a condition of probation that the person pay to the supervising probation officer a fee of \$5 each month during the period of probation. This fee is in addition to court cost or any other fee imposed on the person. A court clerk or a community supervision department shall deposit the fees collected under Subsection (e) to be sent to the Comptroller no later than the last day of the month following a calendar quarter. The Comptroller shall deposit these funds in the Sexual Assault Program Fund under Section 420.008 of the Government Code.

Use supplement pages to list all fees collected. Enter the total number of supplement pages included on line 1, and the total amount of fees due on all supplement pages on line 2.

1. Number of Supplement pages (for Sexual Assault Program fees) _____ 1. 1
2. Total Fees Collected For Sexual Assault Program _____ 2. ■ \$ 105.00

SUBSTANCE ABUSE FELONY PROGRAM--Residential Aftercare Program (Code of Criminal Procedure Art. 42.12, Sec. 14)

If a judge requires as a condition of community service that the defendant serve a term of confinement and treatment in a substance abuse treatment facility under this section, the judge shall also require as a condition of community supervision that on release from the facility the defendant:

- (1) participate in a drug or alcohol abuse continuum of care treatment plan; and
- (2) pay a fee in an amount established by the judge for residential aftercare required as part of the treatment plan.

A court clerk or a community supervision department shall deposit the payments made by defendants required to pay residential aftercare fees (under Subsection (c) (2)), to be sent to the Comptroller no later than the last day of the month following a calendar quarter.

Use supplement pages to list all fees collected. Enter the total number of supplement pages included on line 3, and the total amount of fees due on all supplement pages on line 4.

3. Number of Supplement pages (for Substance Abuse Felony Program fees) _____ 3. 0
4. Total Fees Collected for Substance Abuse Felony Program _____ 4. ■ \$ 0.00

5. TOTAL FEES DUE FOR THIS PERIOD (Total of Item 2 and Item 4) _____ 5. ■ \$ 105.00

*** DO NOT DETACH *** DO NOT DETACH *** DO NOT DETACH ***

6. TOTAL AMOUNT DUE AND PAYABLE (Same as Item 5) _____ 6. ■ \$ 105.00

County name
CALDWELL COUNTY

■ T Code ■ County identification no. ■ Period

32660 1-74-6001631-

For assistance call (800) 531-5441, ext. 3-4276, toll free nationwide.
The Austin number is (512) 463-4276.

I, (Type or print name) **LORI RANGEL** certify that the information above is true as shown in the records of the Treasury of the county named.

sign here Authorized Agent

Title **County Treasurer** Date **10/23/2018**

Daytime phone (Area code and number) **512-398-1800**

Complete this report and make the amount in Item 6 payable to:
STATE COMPTROLLER

Mail to: COMPTROLLER OF PUBLIC ACCOUNTS
P.O. Box 149361
Austin, Texas 78714-9361

B. \$ 175,577.13 (State Criminal Costs & Fees)



a. T Code ■ 32630

State Criminal Costs and Fees

• COUNTY QUARTERLY REPORT - This report must be filed by the due date even if no payment is due.

An amount or a zero (0) MUST be entered on all lines for Columns 1 and 3.

Do not write in shaded areas.

c. County identification number 1-74-6001631-8

f. Report for quarter ending QUARTER ENDING 09-30-18 ■ 183

e. Due date of report 10-31-18

d. County name and mailing address LORI RANGEL, CNTY TREASURER CALDWELL COUNTY 110 S MAIN ST STE 103 LOCKHART, TX 78644-2705

h. IMPORTANT Blacken this box if your address has changed. Show changes by the preprinted information.

See back for instructions.

Table with 3 columns: Column 1 (TOTAL COLLECTED), Column 2 (SERVICE FEE), Column 3 (AMOUNT DUE STATE). Rows include items 1-25 such as '01-01-04 Forward', 'DNA Testing Fee', 'EMS Trauma Fund', etc.

*** DO NOT DETACH ***

26. TOTAL AMOUNT DUE AND PAYABLE (Same as Item 25) 26. ■ \$ 175,577.13

County name CALDWELL COUNTY

T Code 32620 County identification no. 17460016318 Period 183 9

For assistance call 1-800-531-5441, ext. 3-4276 or 512-463-4276.

Make the amount in Item 26 payable to: State Comptroller Mail to: Comptroller of Public Accounts P.O. Box 149361 Austin, TX 78714-9361

Signature block for LORI RANGEL, CNTY TREASURER, dated 10/23/2018, with phone number 512-398-1800.

C. \$ 21,343.77 (Civil Fees)



a. T Code ■ 32650

Civil Fees
- QUARTERLY REPORT -

• DO NOT WRITE IN SHADED AREAS

c. City / County identification number
1-74-6001631-8

f. Report for quarter ending
QUARTER ENDING 09-30-18

g. 183

e. Due date of report
10-31-18

d. City / County name and mailing address
LORI RANGEL, CNTY TREASURER
CALDWELL COUNTY
110 S MAIN ST STE 103
LOCKHART TEXAS 78644-2705

h. IMPORTANT
Blacken this box if your address has changed. Show changes by the preprinted information. → 1

DESCRIPTION — SEE BACK FOR INSTRUCTIONS —	COLUMN 1 Number (#) issued/filed	COLUMN 2 TOTAL COLLECTED	COLUMN 3 5% SERVICE FEE	COLUMN 4 AMOUNT DUE
1. Birth Certificate Fees	# 166	\$ 298.80		1. \$ 298.80
2. Marriage License Fees	# 35	\$ 1,050.00		2. 1,050.00
3. Declaration of Informal Marriage	# 5	\$ 62.50		3. 62.50
4. Nondisclosure Fees	# 0	\$ 0.00		4. 0.00
5. Juror Donations	# 6	\$ 36.00		5. 36.00
6. Justice Courts Filing Fees - Indigents Legal Services	# 168	\$ 1,008.00	50.40	6. 957.60
7. Statutory Probate Court	7a. Filing Fee - Indigents Legal Services	# 0	0.00	7a. 0.00
	7b. Judicial Fund - Filing Fees	# 0		7b. 0.00
8. Statutory County Court	8a. Filing Fee - Indigents Legal Services	# 79	38.04	8a. 722.68
	8b. Judicial Fund - Filing Fees	# 79		8b. 3,042.90
9. Constitutional County Court	9a. Filing Fee - Indigents Legal Services	# 0	0.00	9a. 0.00
	9b. Judicial Fund - Filing Fees	# 0		9b. 0.00
10. District Court	10a. Divorce & Family Law cases (Col. 3 is \$0.25 times Col. 1)	# 61	\$ 15.25	10a. \$ 2,729.75
	10b. Other than Divorce/Family Law (Col. 3 is \$0.50 times Col. 1)	# 36	\$ 18.00	10b. \$ 1,782.00
	10c. Indigents Legal Services (Sec.133.152)	# 131	\$ 50.50	10c. \$ 959.50
11. Judicial Support Fee	# 177	\$ 7,288.04		11. \$ 7,288.04
12. Judicial and Court Personnel Training Fee	# 483	\$ 2,414.00		12. \$ 2,414.00
13. TOTAL DUE FOR THIS PERIOD (Total of all items in Column 4)				13. \$ 21,343.77

*** DO NOT DETACH *** DO NOT DETACH *** DO NOT DETACH ***

14. TOTAL AMOUNT DUE AND PAYABLE (Same as Item 13) 14. \$ 21,343.77

City/County name
CALDWELL COUNTY

T Code ■ City/County identification no. ■ Period

32640 17460016318 183 5

For assistance call (800) 531-5441, ext. 3-4276, or (512) 463-4276.

Complete this report and make the amount in Item 14 payable to:
STATE COMPTROLLER

Mail to: COMPTROLLER OF PUBLIC ACCOUNTS
P.O. Box 149361
Austin, Texas 78714-9361

i. (type or print name) **LORI RANGEL** certify that the information above is true as shown in the records of the treasury of the city/county named.

Authorized agent
Lori Rangel

sign here

Title **COUNTY TREASURER** Date **10/23/2018**

Phone number (Area code and number) **512-398-1800**

**D. \$ 2,963.42 (Child Safety Seat & Seat Belt
Violation Fees)**



Child Safety Seat and Seat Belt Violation Fines

a. T Code ■ 32170

c. City/County Identification Number
■ 1-74-6001631-8

d. Report for fiscal year ending
09/30/2018

f. Due date of report
10/30/2018

City/County name and mailing address
9. **LORI RANGEL, COUNTY TREASURER
CALDWELL COUNTY
110 S MAIN ST STE 103
LOCKHART, TX 78644-2705**

h. **IMPORTANT**
Blacken this box if your address has changed. Show changes by the preprinted information. 1

You have certain rights under Chapters 552 and 559, Government Code, to review, request and correct information we have on file about you. Contact us at the address or phone numbers listed on this form.

Please check if fiscal year has changed from previous report

- Report must be filed even if no payment is due.
- Do not write in shaded areas.

Transportation Code, Sections 545.412 (h) and 545.413 (b) and (j)

Notwithstanding Section 542.402(a), a municipality or county, at the end of the municipality or county's fiscal year, shall send to the Comptroller an amount equal to 50 percent of the fines collected by the municipality or the county for violations of sections 545.412 and 545.413 (b).

Municipal and county officials should use this form to submit payment of 50 percent of the fines collected on these violations during their fiscal year. This report is due 30 days after the end of the city or county's fiscal year.

1. Total amount of fines collected	1. ■ \$	5,926.84
		X .50
2. Total amount of fines due the state (Multiply amount in Item 1 by .50)	2. ■	2,963.42
*** DO NOT DETACH ***		
3. TOTAL AMOUNT OF PAYMENT (Same as Item 2)	3. ■ \$	2,963.42

City/County name
CALDWLL COUNTY

■ T Code ■ Identification no. ■ Period
32060 1-74-6001631-

k. l.

Complete this report and make the amount in Item 3 payable to:
State Comptroller
Mail to: Comptroller of Public Accounts
P.O. Box 149361
Austin, TX 78714-9361

i. (type or print name) **LORI RANGEL** certify
that the information above is true as shown in the records of the city or county named.
sign here Authorized agent *Lori Rangel*
Title **COUNTY TREASURER** Date **10/23/2018**
Daytime phone (Area code and number) **512-398-1800**

For assistance call 1-800-531-5441, ext. 3-4276, or 512-463-4276.

E. \$ 901.31 (Specialty Court Program Account)



Specialty Court Program Account

You have certain rights under Chapters 552 and 559, Government Code, to review, request and correct information we have on file about you. Contact us at the address or phone numbers listed on this form.

a. T Code ■ 32260

• Do NOT write in shaded areas.

c. County Identification Number
■ 1-74-6001631-8

d. Report for quarter ending (mm/dd/yy)
QUARTER ENDING 09-30-18

e. ■ 183

f. Due date of report
10-31-18

g. County name and mailing address
LORI RANGEL, CNTY TREASURER
CALDWELL COUNTY
110 S MAIN ST STE 103
LOCKHART, TX 78644-2705

h. IMPORTANT
Blacken this box if your address has changed. Show changes by the preprinted information.

A specialty court is defined in Gov. Code 772.0061(2)(A-D) as: Gov. Code, Chapter 122, family drug court program; Chapter 123, drug court program; Chapter 124, veterans court program; and Chapter 125, a mental health court program.

Code of Criminal Procedures Article 102.0178; *Costs Attendant to Certain Intoxication and Drug Convictions.*

- (a) In addition to other costs on conviction, a person shall pay \$60 (Previously Drug Court Program Account, \$50 for offenses between 6/15/07-12/31/09 or \$60 for offenses on or after 1/1/10-8/31/2013) as a cost of court on conviction of an offense punishable as a Class B misdemeanor or any higher category of offense under:
 - (1) Chapter 49, Penal code (Intoxication and Alcoholic Beverage Offenses); or
 - (2) Chapter 481, Health and Safety Code (Texas Controlled Substance Act).
- (e) A county is entitled to:
 - (1) if the custodian of the county treasury complies with subsection (d), retain 10 percent of the funds collected under this article by an officer of the county during the calendar quarter as a service fee; and
 - (2) if the county has established a drug court program or establishes a drug court program before the expiration of the calendar quarter, retain in addition to the 10 percent authorized by Subdivision (1) another 50 percent of the funds collected under this article to be used exclusively for the maintenance of drug court programs operated within the county.

County treasurers should use this form to report their county's collections of this court cost and to submit payment of the appropriate portion of these costs, as determined by the Code of Criminal Procedures Art. 102.0178(e)(1 & 2). This report must be filed by the due date even if no collections were made and no payment is due.

1. Total amount of specialty court program fees collected	1. ■ \$	2,253.31
2. Amount retained (50%) for established specialty court programs within the county (per CCP 102.0178(e)(2), 50% of Item 1, if applicable)	2. ■ \$	1,126.66
3. Allowable service fee for timely filing (per CCP 102.0178(e)(1), 10% of Item 1, if applicable)	3. ■ \$	225.34
4. AMOUNT DUE THE STATE (Subtract Items 2 and 3 from Item 1.)	4. ■ \$	901.31
*** DO NOT DETACH ***		
5. TOTAL AMOUNT OF PAYMENT (Same as Item 4)	5. ■ \$	901.31

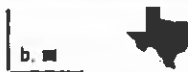
County name
CALDWELL COUNTY

■ T Code ■ County identification no. ■ Period
32080 17460016318 183 2

Complete this report and make the amount in Item 5 payable to:
State Comptroller
Mail to: Comptroller of Public Accounts
P.O. Box 149361
Austin, TX 78714-9361

i. (type or print name) **LORI RANGEL** certify that the information above is true and correct as shown in the records of the reporting office of the county named.
Authorized agent
Lori Rangel
sign here
Title **CNTY TREASURER** Date **10/23/2018**
Daytime phone (Area code and number) **512-398-1800**

**F. \$ 7,516.34 (Electronic Filing System State Fund
for Civil and Criminal)**



Electronic Filing System - State Fund

You have certain rights under Chapters 552 and 559, Government Code, to review, request and correct information we have on file about you. Contact us at the address or phone numbers listed on this form.

a. T Code ■ 32480

• Do NOT write in shaded areas.

c. County Identification Number
■ 1-74-6001631-8

d. Report for quarter ending (mm/dd/yy)!
QUARTER ENDING 09-30-18

f. Due date of report
10-31-18

g. County name and mailing address
LORI RANGEL, CNTY TREASURER
CALDWELL COUNTY
110 S MAIN ST STE 103
LOCHART, TX 78644-2705

h. IMPORTANT
Blacken this box if your address has changed. Show changes by the preprinted information. 1

Government Code 51.851: Electronic Filing Fee

- (b) In addition to other fees authorized or required by law, the clerk of the supreme court, a court of appeals, a district court, a county court, a statutory county court, or a statutory probate court shall collect a \$30 fee on the filing of any civil action or proceeding requiring a filing fee, including an appeal, and on the filing of any counterclaim, cross-action, intervention, interpleader, or third-party action requiring a filing fee to be used as provided by Section 51.852 (assessed as \$20 prior to Sept. 1, 2015).
- (c) In addition to other fees authorized or required by law, the clerk of a justice court shall collect a \$10 fee on the filing of any civil action or proceeding requiring a filing fee, including an appeal, and on the filing of any counterclaim, cross-action, intervention, interpleader, or third-party action requiring a filing fee to be used as provided by Section 51.852.
- (d) In addition to other court costs, a person shall pay \$5 as a court cost on conviction of any criminal offense in a district court, county court, or statutory county court.

County treasurers should use this form to report their county's collections of this court cost and to submit payment of the appropriate portion of these costs, as determined by the Code of Criminal Procedures Art. 102.0178(e)(1 & 2). This report must be filed by the due date even if no collections were made and no payment is due.

Filing Fees (Civil Cases)

1. District Court filing fees (@ \$30)	1. ■ \$	3,450.00
2. County Courts filing fees (Constitutional, Statutory and Statutory Probate Courts) (@ \$30)	2. ■ \$	2,172.17
3. Justice Courts filing fees (@ \$10)	3. ■ \$	1,670.00
4. Total amount of filing fees collected (All Courts)	4. ■ \$	7,292.17

Criminal Costs on Convictions (\$5 in all courts)

5. District Court convictions	5. ■ \$	72.50
6. County Courts convictions (Constitutional and Statutory Courts)	6. ■ \$	152.17
7. Total amount of criminal costs collected (All Courts)	7. ■ \$	224.67
8. TOTAL AMOUNT DUE (Add Items 4 and 7)	8. ■ \$	7,516.84

*** DO NOT DETACH ***

9. TOTAL AMOUNT OF PAYMENT (Same as Item 8)	9. ■ \$	7,516.84
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County name
CALDWELL COUNTY

■ T Code ■ County identification no. ■ Period
32470 17460016318 183 0

Complete this report and make the amount in Item 9 payable to:
State Comptroller
Mail to: Comptroller of Public Accounts
P.O. Box 149361
Austin, TX 78714-9361

I, (type or print name) **LORI RANGEL** certify that the information above is true and correct as shown in the records of the reporting office of the county named.

Authorized agent
Lori Rangel
Title **CNTY TREASURER** Date **10/23/18**

Daytime phone (Area code and number) **512-398-1800**

4. Accept and approve payment of Surety Bond Continuation Certificate #14771315 for Court Clerk, Melanie Bowden.

CARL R. OHLENDORF INSURANCE

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

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

INVOICE NO. 16557		Page 1
ACCOUNT NO.	OP	DATE
CALDW01	JB	10/18/2018
BOND Dec Page		
POLICY #		
14771315		
COMPANY		
Western Surety		
PRODUCER		
Adair H. Rucker		
EFFECTIVE	EXPIRATION	BALANCE DUE ON
11/21/2018	11/21/2019	

Itm #	Eff Date	Trn	Description	Amount
138876	11/21/18	REN	Melanie Bowden - Court Clerk	\$50.00
Invoice Balance:				\$50.00



Western Surety Company

CONTINUATION CERTIFICATE

Western Surety Company hereby continues in force Bond No. 14771315 briefly described as COURT CLERK COUNTY OF CALDWELL

for MELANIE N. BOWDEN, as Principal,

in the sum of \$ ONE THOUSAND AND NO/100 Dollars, for the term beginning November 21, 2018, and ending November 21, 2019, 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 23 day of July, 2018.



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. Bruffat 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 COUNTY OF CALDWELL

bond with bond number 14771315

for MELANIE N. BOWDEN

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. Bruffat with the corporate seal affixed this 23 day of July, 2018.

ATTEST

L. Nelson
L. Nelson, Assistant Secretary

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

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 23 day of July, 2018, before me, a Notary Public, personally appeared Paul T. Bruffat 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.

J. MOHR
NOTARY PUBLIC
SOUTH DAKOTA

J. Mohr
Notary Public
My Commission Expires June 23, 2021

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.



5. Accept the Cost Allocation for 2019 Appraisal District and Collection Budgets.

Caldwell County Appraisal District

Date: October 23, 2018

To: Presiding Officers/Chief Administrators of all taxing units

From: Shanna Ramzinski, Chief Appraiser

Re: Cost Allocation for 2019 Appraisal District and Collection Budgets

Enclosed you will find a copy of the 2019 Caldwell County Appraisal District's budget cost allocation for each taxing entity. The cost allocations have been adjusted to reflect the 2018 tax levies.

Please contact me if you have any questions.

Sincerely,

Shanna Ramzinski
Chief Appraiser

Encl. Cost Allocation



211 Bufkin Ln
P.O. Box 900
Lockhart, Texas 78644
United States

PHONE (512) 398-5550
FAX (512) 398-5551
E-MAIL general@caldwellcad.org
WEB SITE www.caldwellcad.org

2019 APPRAISAL BUDGET ALLOCATION

Caldwell County Appraisal District ADOPTED Budget

ENTITIES	2018 TAX LEVY	RATIO %	2019 BUDGET	ASSESSMENT
CITY OF LOCKHART	\$4,608,370.79	8.835%	\$1,092,223.00	\$96,493.04
CITY OF LULING	\$1,248,225.93	2.393%	\$1,092,223.00	\$26,136.16
CITY OF MARTINDALE	\$322,679.78	0.619%	\$1,092,223.00	\$6,756.48
CITY OF MUSTANG RIDGE	\$130,584.63	0.250%	\$1,092,223.00	\$2,734.27
CITY OF NIEDERWALD	\$23,645.88	0.045%	\$1,092,223.00	\$495.11
CITY OF SAN MARCOS	\$156,826.03	0.301%	\$1,092,223.00	\$3,283.72
CITY OF UHLAND	\$23,240.13	0.045%	\$1,092,223.00	\$486.62
CALDWELL COUNTY	\$17,582,042.79	33.706%	\$1,092,223.00	\$368,144.17
LOCKHART ISD	\$18,122,539.30	34.742%	\$1,092,223.00	\$379,461.43
LULING ISD	\$4,324,507.98	8.290%	\$1,092,223.00	\$90,549.34
PRAIRIE LEA ISD	\$1,027,347.69	1.969%	\$1,092,223.00	\$21,511.27
PLUM CREEK CONS. DIST.	\$297,345.33	0.570%	\$1,092,223.00	\$6,226.01
PLUM CREEK UNDERGROUND	\$277,760.81	0.532%	\$1,092,223.00	\$5,815.94
HAYS ISD	\$480,905.97	0.922%	\$1,092,223.00	\$10,069.52
GONZALES ISD	\$352,562.45	0.676%	\$1,092,223.00	\$7,382.18
SAN MARCOS ISD	\$2,183,702.47	4.186%	\$1,092,223.00	\$45,723.77
WAELDER ISD	\$252,227.76	0.484%	\$1,092,223.00	\$5,281.31
CALDWELL-HAYS ESD1	\$372,606.47	0.714%	\$1,092,223.00	\$7,801.87
GONZALES COUNTY UWD	\$8,325.32	0.016%	\$1,092,223.00	\$174.32
CALDWELL ESD #2	\$110,964.98	0.213%	\$1,092,223.00	\$2,323.46
CALDWELL ESD #3	\$114,141.76	0.219%	\$1,092,223.00	\$2,389.97
CALDWELL ESD #4	\$110,403.07	0.212%	\$1,092,223.00	\$2,311.69
AUSTIN COMMUNITY COLLEGE	\$32,062.32	0.061%	\$1,092,223.00	\$671.34
TOTALS	\$52,163,019.64	100.00%	\$1,092,223.00	\$1,092,223.00

2019 APPRAISAL BUDGET ALLOCATION
Caldwell County Appraisal District ADOPTED Budget

ENTITIES	2018		2019		PAYMENT				TOTAL COLLECTED
	TAX LEVY	RATIO %	BUDGET	ASSESSMENT	JANUARY 1	APRIL 1	JULY 1	OCTOBER 1	
CITY OF LOCKHART	\$4,608,370.79	8.835%	\$1,092,223.00	\$96,493.04	\$24,123.26	\$24,123.26	\$24,123.26	\$24,123.26	\$96,493.04
CITY OF LULING	\$1,248,225.93	2.393%	\$1,092,223.00	\$26,136.16	\$6,534.04	\$6,534.04	\$6,534.04	\$6,534.04	\$26,136.16
CITY OF MARTINDALE	\$322,679.78	0.619%	\$1,092,223.00	\$6,756.48	\$1,689.12	\$1,689.12	\$1,689.12	\$1,689.12	\$6,756.48
CITY OF MUSTANG RIDGE	\$130,584.63	0.250%	\$1,092,223.00	\$2,734.27	\$683.57	\$683.57	\$683.57	\$683.57	\$2,734.27
CITY OF NIEDERWALD	\$23,645.88	0.045%	\$1,092,223.00	\$495.11	\$123.78	\$123.78	\$123.78	\$123.78	\$495.11
CITY OF UHLAND	\$23,240.13	0.045%	\$1,092,223.00	\$486.62	\$121.65	\$121.65	\$121.65	\$121.65	\$486.62
CALDWELL ESD #2	\$110,964.98	0.213%	\$1,092,223.00	\$2,323.46	\$580.86	\$580.86	\$580.86	\$580.86	\$2,323.46
CALDWELL ESD #3	\$114,141.76	0.219%	\$1,092,223.00	\$2,389.97	\$597.49	\$597.49	\$597.49	\$597.49	\$2,389.97
CALDWELL ESD #4	\$110,403.07	0.212%	\$1,092,223.00	\$2,311.69	\$577.92	\$577.92	\$577.92	\$577.92	\$2,311.69
CALDWELL-HAYS ESD1	\$372,606.47	0.714%	\$1,092,223.00	\$7,801.87	\$1,950.47	\$1,950.47	\$1,950.47	\$1,950.47	\$7,801.87
CALDWELL COUNTY	\$17,582,042.79	33.706%	\$1,092,223.00	\$368,144.17	\$92,036.04	\$92,036.04	\$92,036.04	\$92,036.04	\$368,144.17
LOCKHART ISD	\$18,122,639.30	34.742%	\$1,092,223.00	\$379,461.43	\$94,865.36	\$94,865.36	\$94,865.36	\$94,865.36	\$379,461.43
LULING ISD	\$4,324,507.98	8.290%	\$1,092,223.00	\$90,549.34	\$22,637.34	\$22,637.34	\$22,637.34	\$22,637.34	\$90,549.34
PRAIRIE LEA ISD	\$1,027,347.69	1.989%	\$1,092,223.00	\$21,511.27	\$5,377.82	\$5,377.82	\$5,377.82	\$5,377.82	\$21,511.27
GONZALES COUNTY UWD	\$8,325.32	0.016%	\$1,092,223.00	\$174.32	\$43.58	\$43.58	\$43.58	\$43.58	\$174.32
PLUM CREEK CONS.DIST.	\$297,345.33	0.570%	\$1,092,223.00	\$6,226.01	\$1,556.50	\$1,556.50	\$1,556.50	\$1,556.50	\$6,226.01
PLUM CREEK UNDERGRND	\$277,760.81	0.532%	\$1,092,223.00	\$5,815.94	\$1,453.98	\$1,453.98	\$1,453.98	\$1,453.98	\$5,815.94
CITY OF SAN MARCOS	\$156,826.03	0.301%	\$1,092,223.00	\$3,283.72	\$820.93	\$820.93	\$820.93	\$820.93	\$3,283.72
GONZALES ISD	\$352,562.45	0.676%	\$1,092,223.00	\$7,382.18	\$1,845.55	\$1,845.55	\$1,845.55	\$1,845.55	\$7,382.18
HAYS ISD	\$480,905.97	0.922%	\$1,092,223.00	\$10,069.52	\$2,517.38	\$2,517.38	\$2,517.38	\$2,517.38	\$10,069.52
SAN MARCOS ISD	\$2,183,702.47	4.186%	\$1,092,223.00	\$45,723.77	\$11,430.94	\$11,430.94	\$11,430.94	\$11,430.94	\$45,723.77
WAELEDER ISD	\$252,227.76	0.484%	\$1,092,223.00	\$5,281.31	\$1,320.33	\$1,320.33	\$1,320.33	\$1,320.33	\$5,281.31
AUSTIN COMMUNITY COLLEGE	\$32,062.32	0.061%	\$1,092,223.00	\$671.34	\$167.84	\$167.84	\$167.84	\$167.84	\$671.34
TOTALS	\$52,163,019.64	100.00%	\$1,092,223.00	\$1,092,223.00	\$273,055.75	\$273,055.75	\$273,055.75	\$273,055.75	\$1,092,223.00

2019 COLLECTION BUDGET ALLOCATION

Caldwell County Appraisal District ADOPTED Budget

ENTITIES	2018 TAX LEVY	RATIO %	2019 BUDGET	ASSESSMENT
CITY OF LOCKHART	\$4,608,370.79	9.148%	\$286,918.00	\$26,246.86
CITY OF LULING	\$1,274,630.96	2.530%	\$286,918.00	\$7,259.63
CITY OF MARTINDALE	\$322,679.78	0.641%	\$286,918.00	\$1,837.81
CITY OF MUSTANG RIDGE	\$130,584.63	0.259%	\$286,918.00	\$743.74
CITY OF NIEDERWALD	\$23,645.88	0.047%	\$286,918.00	\$134.67
CITY OF UHLAND	\$23,240.13	0.046%	\$286,918.00	\$132.36
CALDWELL ESD #2	\$110,964.98	0.220%	\$286,918.00	\$632.00
CALDWELL ESD #3	\$114,141.76	0.227%	\$286,918.00	\$650.09
CALDWELL ESD #4	\$110,403.07	0.219%	\$286,918.00	\$628.80
CALDWELL-HAYS ESD1	\$372,606.47	0.740%	\$286,918.00	\$2,122.17
CALDWELL COUNTY	\$17,852,042.79	35.437%	\$286,918.00	\$101,675.87
LOCKHART ISD	\$18,122,539.30	35.974%	\$286,918.00	\$103,216.48
LULING ISD	\$5,188,696.80	10.300%	\$286,918.00	\$29,552.10
PRAIRIE LEA ISD	\$1,538,500.64	3.054%	\$286,918.00	\$8,762.49
GONZALES COUNTY UWD	\$8,325.32	0.017%	\$286,918.00	\$47.42
PLUM CREEK CONS DIST	\$297,345.33	0.590%	\$286,918.00	\$1,693.52
PLUM CREEK UWD	\$277,760.81	0.551%	\$286,918.00	\$1,581.98
TOTALS	\$50,376,479.44	100.00%	\$286,918.00	\$286,918.00

SPECIAL PRESENTATIONS

Amy Baxter, Lockhart Animal Shelter recognition of Volunteers

Lt. Anthony Hardee, Caldwell County Sheriff's Office – Vision Summit Reentry Conference Recap

ACTION AGENDA ITEMS

- 6. Discussion/Action** regarding the burn ban. **Cost: None; Speaker: Judge Schawe; Backup: None.**

7. **Discussion/Action** regarding a plan to combine Caldwell County's Public Service Announcement Points (PSAP's) and presentation. **Cost: None; Speaker: Judge Schawe; Backup: None.**

8. Discussion/Action to adopt an Interlocal Cooperative Agreement between Caldwell County and the City of Lockhart for the regulation of subdivisions within the Extraterritorial Jurisdiction of the City of Lockhart, pursuant to Section 242.001(d)(1) of the Texas Local Government Code. **Cost: None; Speaker: Judge Schawe; Backup: 16.**



(512) 398-3461 * FAX (512) 398-5103
P.O. Box 239
308 West San Antonio St.
Lockhart, Texas 78644

October 18, 2018

Caldwell County District Attorney's Office
Attn: Amanda Montgomery
1703 S. Colorado St., Box 5
Lockhart, TX 78644

RE: Interlocal Cooperation Agreement with Caldwell County and City of Lockhart for
Subdivision Regulation within the Extraterritorial Jurisdiction of the City of
Lockhart

Dear Ms. Montgomery:

Enclosed is the Interlocal Agreement with Mayor White's signature that was approved
by the Lockhart City Council through Resolution 2018-19 on October 16, 2018.

I respectfully request that the fully executed document be returned to the City of
Lockhart after Caldwell County Representatives approve/sign it to the following
address:

City of Lockhart
Connie Constancio, City Secretary
PO Box 239
Lockhart, TX 78644

Please feel free to contact me if you have any questions at (512) 398-3461 or via
e-mail at cconstancio@lockhart-tx.org

Sincerely,

Connie Constancio, TRMC
City Secretary

Enclosure

RESOLUTION 2018-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH CALDWELL COUNTY FOR SUBDIVISION REGULATION WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF LOCKHART.

WHEREAS, pursuant to Texas Local Government Code Section 242.001(d)(1), the City of Lockhart and Caldwell County entered into an interlocal cooperation agreement for the enforcement of subdivision regulations in the City's extraterritorial jurisdiction which has terminated, and the parties wish to enter into a new agreement that states the purpose, terms, rights, and duties of the parties regarding subdivision regulation in the City's ETJ, such new agreement being attached hereto as Exhibit A;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS:

That the Lockhart City Council authorizes the Mayor to execute and enter into the attached Interlocal Cooperative Agreement between the City of Lockhart, Texas, and Caldwell County, Texas, for the regulation of subdivisions within the extraterritorial jurisdiction of Lockhart.

Passed and approved this 16th day of October, 2018.



CITY OF LOCKHART, TEXAS

Lew White

Lew White, Mayor

ATTEST:

Connie Constancio

Connie Constancio, TRMC
City Secretary

APPROVED AS TO FORM:

Peter Gruning

Peter Gruning, City Attorney

STATE OF TEXAS §
 §
COUNTY OF CALDWELL §

**INTERLOCAL COOPERATIVE AGREEMENT BETWEEN CALDWELL
COUNTY AND THE CITY OF LOCKHART FOR SUBDIVISION
REGULATION WITHIN THE EXTRATERRITORIAL JURISDICTION OF
THE CITY OF LOCKHART**

THIS INTERLOCAL COOPERATION AGREEMENT (this "Agreement") is made and entered into by and between CALDWELL COUNTY, Texas, a political subdivision of the State of Texas (hereinafter referred to as "COUNTY"), by and through its County Judge, and the City of Lockhart, a municipal corporation of the State of Texas (hereinafter referred to as "CITY"), by and through its Mayor.

WHEREAS, the CITY has duly identified its corporate limits and the areas of its statutory extraterritorial jurisdiction (hereinafter referred to as "ETJ" or the "CITY's ETJ") within the COUNTY; and,

WHEREAS, the COUNTY has adopted and is enforcing subdivision regulations pursuant to Texas Local Government Code Sections 232.002 through 232.005 and other statutes applicable to counties; and,

WHEREAS, the COUNTY and the CITY, pursuant to Texas Local Government Code Section 242.001 (d)(1), entered into an interlocal agreement for enforcement of subdivision regulations in the CITY's ETJ, and the parties wish to enter into a new Agreement that states the purpose, terms, rights, and duties of the parties regarding subdivision regulation in the City's ETJ; and,

WHEREAS, to the extent that the CITY's adoption, administration and/or enforcement of ordinances, rules, regulations, and/or plans in furtherance of this Agreement are not identical throughout the City's ETJ, the parties acknowledge that the actions of the CITY are "reasonably taken to fulfill an obligation mandated by state law" within the meaning of Chapter 2007 of the Texas Government Code;

NOW THEREFORE, the COUNTY and the CITY mutually agree as follows:

I. TERM OF AGREEMENT AND CERTIFICATION

A. The COUNTY and the CITY agree that the term of this Agreement shall commence on the date it is formally and duly executed by both the COUNTY and the CITY on an annual basis, unless earlier terminated as provided herein.

B. Notwithstanding the foregoing, this Agreement may be terminated by either party by giving ninety (90) days written notice of intent to terminate this Agreement to the other party. Any notice of intent to terminate must be delivered by deposit in the United States mail, certified, return receipt requested, to the other party at the addresses set out herein. Upon termination of this Agreement, neither party shall have any obligations to the other party under this Agreement, except with respect to payment for services already rendered under this Agreement, but not yet paid. If this agreement terminates, then both Parties' subdivision ordinances will apply to subdivisions in the ETJ. Where a conflict arises between the Parties' subdivision ordinances, the stricter standard shall apply.

C. The COUNTY and the CITY mutually certify that this Agreement complies with the requirements of Chapter 242 of the Texas Local Government Code.

II. AUTHORITY AND RESPONSIBILITIES OF THE PARTIES

A. Pursuant to Chapter 242 of the Texas Local Government Code, the COUNTY grants to the CITY jurisdiction to regulate all subdivisions and approve related plats and permits within the statutory ETJ of the CITY, pursuant to Chapters 212 and 232 of the Texas Local Government Code and other statutes applicable to municipalities. In the event that the City's statutory ETJ should expand or reduce, the City shall continue to have jurisdiction to regulate subdivisions and approve related plats and permits in its statutory ETJ, including in the expanded or reduced areas. All areas outside of the CITY's statutory ETJ shall be within the COUNTY's exclusive jurisdiction. The City's subdivision standards, as modified herein, will apply to subdivisions partly within the City's ETJ and partly within the County outside the ETJ. Subdivisions that are partly within the City and partly within the ETJ are subject to City standards.

B. The CITY shall enforce its subdivision regulations, including review and approval processes and design and construction standards, within its ETJ.

C. The CITY agrees to require developers in the City's ETJ to dedicate public rights of way pursuant to any County Transportation Plan adopted by the COUNTY subject to applicable constitutional and statutory limitations. If it appears to the CITY that a requirement for dedication of right of way pursuant to such County Transportation Plan may exceed an applicable constitutional or statutory limitation, the CITY will notify the COUNTY, and the parties will cooperate to determine the extent of right of way dedication to be required, or an alternative method of securing the needed right of way. When enforcing subdivision regulations in the CITY's ETJ, the CITY shall apply whichever Party's road construction standards are more stringent.

D. The CITY shall record plats of subdivisions in the City's ETJ with the County Clerk and provide a digital file of each new subdivision to the County and to the Caldwell County Appraisal District. The City shall collect the County plat recording fee, as detailed in the Caldwell County Subdivision and Development Fee Schedule, from subdividers in the City's ETJ and shall forward such fee to the County.

E. The CITY shall confer with the Caldwell County 911 Addressing Coordinator or designated representative concerning street names prior to final approval of plats in the City's ETJ.

F. The CITY shall allow COUNTY inspectors access to road construction sites of subdivisions within the ETJ and the CITY shall timely submit copies of all road design materials and road construction test results to the COUNTY during road construction. The COUNTY may request that the CITY issue a stop-work notice if it believes that the applicable construction standards are not being met. The City shall notify, or require the developer to notify, the County at least 72 hours in advance of construction subject to County inspection.

G. Prior to acceptance of new streets or other improvements in a subdivision that is completely within the ETJ, or partly in the COUNTY and partly in the ETJ, the CITY shall require of the applicant/developer a Certificate of Deposit, a Letter of Credit, or a warranty or cash bond as required by the Development Ordinance of Caldwell County, payable to Caldwell County, which shall be binding for two (2) years from the date of acceptance of the streets and improvements, during which time the applicant/developer shall be responsible for maintenance of the public streets and other improvements as required by the Caldwell County Development Ordinance. The CITY shall collect the County road fee, as detailed in the Caldwell County Subdivision and Development Fee Schedule, from applicants for subdivisions in the City's ETJ and shall forward such fee to the County. The CITY's subdivision development procedures will apply to new streets or other improvements in a subdivision that is partly within the CITY and partly in the ETJ.

H. The CITY shall have the right to charge applicants/developers its fees for costs and services under this Agreement and otherwise in the administration of laws, ordinances and regulations that apply to subdivisions in the CITY's ETJ.

I. If a Certificate of Deposit, Letter of Credit, warranty, or bond is to be forwarded to the COUNTY in accordance with this Agreement, the CITY shall promptly forward the Certificate of Deposit, Letter of Credit, warranty, or bond to the Office of the County Judge, Caldwell County Courthouse, Room 201, 110 South Main Street, Lockhart, Texas 78644.

J. The CITY agrees that if any subdivision is to be approved in the ETJ that involves the use of septic tanks, the COUNTY shall have exclusive jurisdiction over approval, permitting, collection of fees, regulation, and inspection of such systems.

K. As "Exhibit A" attached to this Agreement, the CITY shall provide a current map defining the legal boundaries of its corporate limits and areas of ETJ. The CITY shall notify the COUNTY of any changes to the CITY's ETJ within ten (10) days of the effective date of the change, and the area covered by this agreement shall be deemed by the parties to be subject to this agreement. A change in the area covered by this Agreement shall not, however, affect any rights accrued under Chapter 245 of the Texas Local Government Code prior to the effective date of the change. Notice of any change shall be sent to the office of the County Judge at the address set forth above.

L. The CITY shall submit for review by the COUNTY facility planning reports supporting proposed on-site sewage facilities in subdivisions in the CITY's ETJ.

M. The CITY agrees that the COUNTY shall have exclusive jurisdiction over floodplains, as detailed in Appendix H of the Caldwell County Development Ordinance and the County's Flood Damage Prevention Ordinance. The CITY further agrees to enforce the COUNTY's drainage design criteria, as detailed in Appendix E of the Caldwell County Development Ordinance, within the ETJ area subject to this agreement.

N. The CITY shall provide the COUNTY with a copy of any application received for a subdivision in the City's ETJ.

O. The CITY shall provide the COUNTY at least 10 (ten) days' written notice of any Planning and Zoning Commission consideration of an application for a subdivision variance in the ETJ. If the variance applies to a County standard, then the County may approve or deny the variance in full or part, at its discretion. If the variance applies to a City standard, then the City may approve or deny the variance in full or part, at its discretion. Either Party may provide written comment recommending approval or denial of a variance applying to the other Party's standard.

P. For any permits required by the COUNTY under Section 4 of the Caldwell County Development Ordinance, the CITY must place a note on the subdivision plat detailing the permits that must be obtained by applicant.

Q. The CITY shall consult the COUNTY's transportation plan and enforce right of way (ROW) dedications and ROW widths in accordance with the COUNTY's transportation plan.

- a. All permits for work in the ROW, including installation of utilities and driveways shall be issued by the COUNTY.
- b. All newly created subdivisions shall have utilities installed outside the ROW, except for necessary crossings, which will be as close to perpendicular as reasonably possible.
- c. Any street lights installed in ROWs to be dedicated to the COUNTY shall be subject to a licensing agreement. (This should be documented on a plat note.)
- d. Any dedications of parkland within the ETJ shall require approval of the County.
- e. All subdivisions partially within the CITY and partially in the ETJ that have a potential to serve more than 25 non-residential lots or 75 dwelling units shall have at least two points of vehicular access.

III. GENERAL PROVISIONS

A. General Administration: Administering this Agreement and the contact person for the COUNTY shall be the Caldwell County Subdivision Coordinator or his or her representative. Administering this Agreement and the contact person and representative for the CITY shall be the City Planner, or his or her designee.

B. Alteration, Amendment or Modification: This Agreement may not be altered, amended, or modified except in a subsequent writing signed by the Parties. No official, agent, employee, or representative of either the COUNTY or the CITY has the authority to alter, amend, or modify the terms of this Agreement, except in accordance with express authority as may be respectively granted by either the Caldwell County Commissioners Court or the Lockhart City Council.

C. Notice: Any notices sent pursuant to this Agreement shall be in writing and must be sent by registered or certified mail, postage prepaid, return receipt requested.

- a) Notices sent pursuant to this Agreement shall be sent to the Caldwell County Subdivision Coordinator's Office at the following address:

Manager
Caldwell County Sanitation Department
1700 FM 2720
Lockhart, Texas 78644

- b) To be effective, a copy of any notice sent to the COUNTY shall be sent to the COUNTY's attorney at the following address:

Assistant District Attorney for Civil Affairs
Caldwell County Justice Center
1703 S. Colorado St., Box 5
Lockhart, Texas 78644

- c) Notices sent pursuant to this Agreement shall be delivered or sent individually to the following CITY personnel:

Lockhart City Manager
P.O. Box 239
Lockhart, TX 78644

Lockhart City Planner
P.O. Box 239
Lockhart, TX 78644

- d) When notices sent pursuant to this Agreement are mailed by registered or certified mail, notice shall be deemed effective three (3) days after deposit in a U.S. mail box or at a U.S. post office.

D. Severability: If any provision of this Agreement is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Agreement.

E. Breach: The failure of either party to comply with the terms and conditions of this Agreement shall constitute a breach of this Agreement. However, the parties agree to work together to resolve disputes arising under this Agreement, including a breach, and neither party shall be liable to the other party for any errors or omissions in the review or approval of an application or in the inspection of infrastructure installations. In the event of an alleged breach or other dispute, notice shall be provided to the other party as provided in Section IV.C., and the parties shall cooperate in an attempt to resolve such breach or dispute for a period of at least 60 (sixty) days, prior to sending notice of termination under section I.B., or taking any other remedial action. If the Parties cannot resolve the breach or dispute within the first 30 (thirty) days prior to sending notice of termination or taking any other remedial action, then the Parties shall attempt to resolve the breach or dispute through mediation within the last 30 (thirty) day period, and will act in good faith to select a mediator who is mutually acceptable.

F. Non-Waiver: The waiver by either party of a breach of this Agreement shall not constitute a continuing waiver of such breach or of a subsequent breach of the same or a different provision. Nothing in this Agreement is intended by either party to constitute a waiver of any immunity from suit or liability to which it is entitled under applicable law.

G. Entire Agreement; Third Parties: This Agreement constitutes the entire agreement between the COUNTY and the CITY. No other agreement, statement, or promise relating to the subject matter of this Agreement and which is not contained in this Agreement or incorporated by reference in this Agreement shall be valid or binding. This Agreement is not intended to confer any rights on any third parties.

H. Terms Used in Document: As used in this document, the terms "Interlocal Cooperation Agreement", "Interlocal Agreement", "Agreement", and "Contract" are synonymous.

I. Non-Defined Terms: If not specifically defined in this Agreement, words and phrases used in this Agreement shall have their ordinary meaning as defined by common usage.

EXECUTED THIS 16th day of October 2018.

CITY OF LOCKHART

By: Lew White
LEW WHITE, MAYOR

Attest: Connie Constanancio
CONNIE CONSTANCIO, TRMC, CITY SECRETARY

Date: 10/16/18



EXECUTED THIS _____ day of _____ 2018.

CALDWELL COUNTY

By: _____
KEN SCHAWWE, CALDWELL COUNTY JUDGE

Attest: _____
CAROL HOLCOMB, CALDWELL COUNTY CLERK

Date: _____

EXHIBIT A

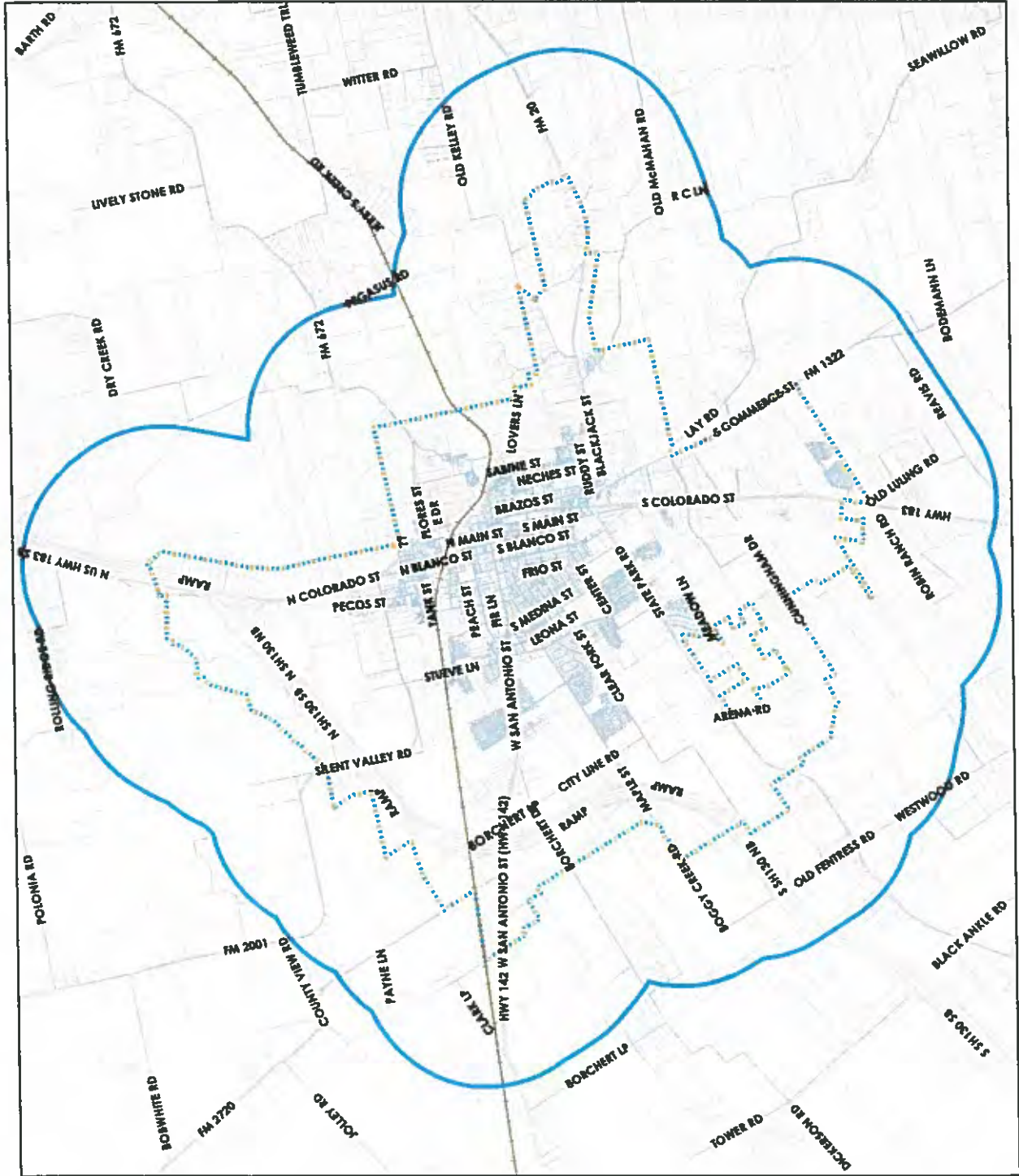


Legend
 PARCEL BOUNDARY
 CITY LIMITS
 STATUTORY 1-MILE ETJ



October 16, 2018

This map is for informational purposes only. It does not constitute an offer of any financial product or service. It is not intended to be used as a basis for any investment decision. It does not constitute an offer of any financial product or service. It is not intended to be used as a basis for any investment decision.



9. **Discussion/Action** to authorize the County Judge to execute a Chapter 381 Economic Development Incentive Agreement between Visionary Fiber Technologies and Caldwell County for purposes of local economic development through a tax rebate incentive. **Cost: None; Speaker: Judge Schawe; Backup: 29.**

**CHAPTER 381 ECONOMIC
DEVELOPMENT INCENTIVE AGREEMENT**

This Chapter 381 Economic Development Incentive Agreement (the “*Agreement*”) is entered into between Caldwell County, Texas, a political subdivision of the State of Texas (the “*County*”), and VISIONARY FIBER TECHNOLOGIES, Inc., a Delaware Corporation (“*VFT*”). The County and VFT may also be referred to collectively as the “*Parties*” or individually as a “*Party*.” The Effective Date of this Agreement shall be the date in which the last Party to the Agreement signs the Agreement.

**ARTICLE I
RECITALS**

Section 1.01. VFT desires to expand and locate its new facility to Caldwell County, inside the City of Lockhart. VFT intends to make a total investment of \$6.75 million in equipment, personal property, real property, and improvements to real property over the 10-year period of this Agreement.

Section 1.02. The County wishes to induce VFT to locate its facility in Caldwell County, as doing so would benefit the County by creating new jobs and generating tax revenues for the County from the addition of improvements to real property, which is subject to ad valorem tax assessment.

Section 1.03. The County is authorized under Chapter 381 of the Texas Local Government Code (“*Chapter 381*”) to offer certain economic development incentives for public purposes, including the promotion of local economic development and the stimulation of business and commercial activity in the County.

Section 1.04. The County has determined that entering into and providing economic development incentives under this Agreement will promote local economic development and stimulate business and commercial activity in the County.

Section 1.05. For the reasons stated in these Recitals and in consideration of the mutual benefits to and promises of the Parties set forth below, the Parties want to enter into this Agreement and agree to the terms and conditions set forth in this Agreement.

ARTICLE II DEFINITIONS

Section 2.01. “*Business*” means the business activities of VFT conducted in Caldwell County, Texas including, but not limited to, commercializing Fiber Reactor technology to enhance and improve manufacturing environments by increasing the efficiency of existing refining operations utilizing two phase processes. Fiber Reactor technology allows chemistry and separation of reaction products to proceed simultaneously, thus increasing throughput and reducing costs.

Section 2.02. “*Compliance Payments*” means the County’s payments to VFT, should VFT qualify for payment, once per year in an amount of fifty percent (50%) of the Business Personal Property Taxes generated by the Business and the Land.

Section 2.03. “*Job(s)*” means a permanent, full-time equivalent employment position held by one or more individuals resulting from the Project (defined below), that provides an average annual salary of at least \$ \$75,000, which position provides 2,080 annual full-time hours of employment or equivalent per year which shall include holidays, vacation time, personal time off, sick time and overtime, health insurance, paid time off,

based on length of service. Any position not meeting such criteria does not qualify as a "Job" for purposes of this Agreement.

Section 2.04. "*Land*" means the real property within the jurisdictional limits of Caldwell County, Texas upon which the Project shall be executed. A legal description for the Land is attached as Exhibit "A" of this Agreement, together with a map, plat or survey attached as Exhibit "B" of this Agreement. Exhibit "A" and Exhibit "B" are incorporated herein for all purposes.

Section 2.05. "*Personal Property*" means all materials, supplies, equipment, inventory, or other personal property, including all replacements of such items, attributable to the Business and subject to ad valorem taxes.

Section 2.06. "*Personal Property Taxes*" are the County's share of the ad valorem taxes received from the Caldwell County Tax Assessor-Collector on the value of all Business Personal Property subject to personal property taxes in Caldwell County.

Section 2.07. "*Project*" means the operation of the Business on the Land and the addition of Real Property Improvements and Personal Property (as defined below) and the creation of new Jobs.

Section 2.08. "*Real Property Improvements*" means a building and related facilities on the Land to house and support the operation functions of the Business.

Section 2.09. "*Real Property Taxes*" are the County's share of the ad valorem taxes received from the Caldwell County Tax Assessor-Collector on the value of the Real Property Improvements on the Land.

Section 2.10. The "*Term*" of this Agreement shall commence on the first day of the month following the first full tax year-after the beginning of business operations by VFT and last until the end of the ten (10) year benefit period (unless terminated or extended sooner as provided in this Agreement), except that VFT's obligation to submit a compliance certification for year ten (10) as provided under Section 7.02 and the County's obligation, if any, to complete the Compliance Payments due under this Agreement for year ten (10) shall continue subject to the limitations of this Agreement.

ARTICLE III VFT's OBLIGATIONS

Section 3.01. Job Creation. VFT agrees to locate an expansion facility within the County that will employ the Full Time Equivalent (FTE) of thirty employees (30) from the date that VFT opens for business throughout the term of this agreement and also agrees to have at least 70 (FTE) employees by the end of the 5th year of this agreement. VFT further agrees to retain at least 70 (FTE) employees for the remainder of the term. The term "Full Time Equivalent," as used in this Agreement, shall mean employment worked by one or more people during a calendar year that is equal to a total of 2080 hours. The average annual wage of the FTE employees is \$75,000. VFT agrees to employ a minimum of seventy (70) FTEs after the time period described above and to continue employing at least that number for the term of this Agreement, provided however that VFT shall be allowed a twenty-five percent (25%) grace factor in the number of FTE employees employed in any single year, during the term of this Agreement as a condition of receiving the reimbursement payment from the County for that year. While the titles or classification of

Jobs may change, the total number of Jobs created shall be maintained through the end of the Term.

(a) **Nondiscrimination.** VFT agrees to ensure that no discrimination will occur in the Creation of Jobs on the basis of race, creed, color, national origin, sex or disability.

(b) **Failure to Maintain.** VFT shall be allowed a twenty-five percent (25%) grace factor in the number of Jobs employed in any single year during the term of this Agreement as a condition of receiving the Compliance Payment from the County for that year. VFT agrees to keep current in the payment of taxes owed to any taxing jurisdiction in which the Property is located. In the event that the average number of Jobs drops below the grace factor number in any year VFT will forfeit the Compliance Payment for that year without affecting any other incentive agreed to by the County or Compliance Payments for successive years during the terms of this Agreement so long as VFT is otherwise in substantial compliance of this Agreement.

Section 3.02. Compliance with Laws. In performing its obligations under this Article, VFT shall comply with all applicable laws, regulations and ordinances.

Section 3.03. Force Majeure. The obligations of VFT contained in Section 3.01(b), Section 3.02, and Section 3.03, shall be subject to Force Majeure, as hereinafter defined. In the event that VFT is not fully and compliant with the provisions contained in Section 3.01(a), Section 3.02 or Section 3.03 as a result of the occurrence of Force Majeure, then the obligations of VFT contained in said Section shall be extended by a

reasonable time period so as to allow VFT to be compliant with said Section so long as it diligently and continuously undertakes reasonable efforts to become compliant. In the event that VFT relies on the occurrence of Force Majeure to be temporarily excused from any of its obligations contained in Section 3.01(b), Section 3.02, or Section 3.03, it shall promptly notify the County of the non-conforming event, in reasonable detail, and provide to the County information about the measures it intends to undertake to become compliant with such obligations.

ARTICLE IV COMPLIANCE PAYMENTS FROM THE COUNTY

Section 4.01. Compliance Payments. Subject to the requirements and limitations of this Article, other terms and conditions of this Agreement, and VFT's compliance with this Agreement, the County will make Compliance Payments to VFT in the manner set forth in this Article.

Section 4.02. Ten-Year Payment Period. Provided VFT has created at least 30 jobs in accordance with Section 3.01 above, the County shall make an initial Compliance Payment to VFT of an amount equal to fifty percent (50%) of the Property Taxes generated by the Business in year one (1). Provided VFT maintains at least the number of Jobs set forth in Section 3.01 above the County shall make additional Compliance Payments to VFT once per year for the nine (9) years remaining in the Term, as evidenced in Exhibit "C" of this Agreement and incorporated herein for all purposes. Tax rebates on any existing buildings and real property are not permitted. The condition precedent to

funding of the Compliance Payments to VFT contained in this Section 4.02, shall be subject to the occurrence of Force Majeure.

Section 4.03. Time for Payment. Compliance Payments will be made by the County in the calendar year immediately following the full calendar year in which the Property Taxes upon which the Compliance Payment amount is based are generated. The County shall not be required to make a Compliance Payment during any applicable year unless and until:

(a) VFT has submitted all information required under this Agreement necessary to verify its compliance;

(b) the Property Taxes for the prior year are received by the County from the Caldwell County Tax Assessor-Collector;

(c) VFT has submitted, by May 1st, a rebate request for applicable County taxes paid;

(d) VFT has provided the compliance statement as required in Section 7.02; and

(e) funds are appropriated by the Caldwell County Commissioners Court for the specific purpose of making a Compliance Payment under this Agreement as part of the County's ordinary budget and appropriations approval process.

Provided the foregoing conditions have been satisfied, and VFT is otherwise in compliance with this Agreement, the County shall pay to VFT any Compliance Payments due within

sixty (60) days after the last to occur of the events in subsections (a) through (e) of this Section.

**ARTICLE V
REPRESENTATIONS AND WARRANTIES OF VFT**

As of the Effective Date, VFT represents and warrants to the County, as follows:

Section 5.01. Organization. VFT is a corporation validly existing and in good standing under the laws of the State of Delaware and authorized to conduct business in the State of Texas. The activities that VFT proposes to carry on at the Land may lawfully be conducted by VFT.

Section 5.02. Authority. The execution, delivery and performance by VFT of this Agreement are within VFT's powers and have been duly authorized.

Section 5.03. Valid and Binding Obligation. This Agreement is the legal, valid and binding obligation of VFT, enforceable against VFT in accordance with its terms except as limited by applicable relief, liquidation, conservatorship, bankruptcy, moratorium, rearrangement, insolvency, reorganization or similar laws affecting the rights or remedies of creditors generally, as in effect from time to time.

Section 5.04. No Defaults. VFT is not in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any agreement or instrument to which VFT is a party or by which VFT or any of its property is bound that would have any material adverse effect on VFT's ability to perform under this Agreement.

Section 5.05. Full Disclosure. Neither this Agreement nor any schedule or exhibit attached hereto in connection with the negotiation of this Agreement contains any untrue statement of a material fact or omits to state any material fact necessary to keep the statements contained herein or therein, in the light of the circumstances in which they were made, from being misleading.

**ARTICLE VI
PERSONAL LIABILITY OF PUBLIC OFFICIALS
AND LIMITATIONS ON COUNTY OBLIGATIONS**

Section 6.01. Personal Liability of Public Officials. No employee or elected official of the County shall be personally responsible for any liability arising under or growing out of this Agreement.

Section 6.02. Limitations on County Obligations. The Compliance Payments made and any other financial obligation of the County hereunder shall be paid solely from lawfully available funds that have been budgeted and appropriated each year during the Term by the County as provided in this Agreement. Under no circumstances shall the County's obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. Consequently, notwithstanding any other provision of this Agreement, the County shall have no obligation or liability to pay any Compliance Payments or other payments unless the County budgets and appropriates funds to make such payments during the County's fiscal year in which such Compliance Payment(s) or other payments are payable under this Agreement. If the County fails to appropriate funds for a Compliance Payment, VFT may at its option terminate this Agreement effective upon written notice to the County, subject to any unpaid Compliance Payment properly due to

VFT for which a lawful appropriation of funds has occurred. Notwithstanding the foregoing, it is the current intention of the County to fully fund the Compliance Payments under this Agreement.

Section 6.03. No Recourse. VFT shall have no recourse against the County for the County's failure to budget and appropriate funds during any fiscal year to meet the purposes and satisfy its obligations under this Agreement.

ARTICLE VII INFORMATION

Section 7.01. Information. VFT shall, at such times and in such form as the County may reasonably request from VFT, provide information concerning the performance of VFT's obligations under this Agreement.

Section 7.02. Annual Certification Related to Jobs and Compliance With Agreement. Beginning in the year immediately following commencement of operations and continuing each year thereafter during the Term, VFT shall submit to the County, on or before May 1st, a certified, sworn statement acceptable to the Caldwell County Auditor, signed by an authorized officer or employee of VFT, providing the following information:

(a) the total number of Jobs created in the preceding calendar year and cumulatively since the Effective Date; and

(b) a statement that it is in full compliance with its obligations under this Agreement or, if not in full compliance, a statement disclosing the nature of any non-compliance and any reasons therefor.

After receiving a timely submitted certified statement, the County shall have sixty (60) calendar days to notify VFT in writing of any questions that the County may have concerning any of the information provided by VFT, and VFT shall diligently work in good faith to respond to such questions to the County's reasonable satisfaction.

Section 7.03. Review of VFT's Records. VFT agrees that the County will have the right to review the business records of VFT that relate to the Project and VFT's compliance with the terms of this Agreement at any reasonable time and upon at least seven (7) days' prior notice to VFT in order to determine compliance with this Agreement. To the extent reasonably possible, VFT shall make all such records available in electronic form or otherwise available to be accessed through the internet.

Section 7.04. Confidentiality. The County for itself, employees and contractors, shall keep strictly confidential any and all information about employees or other individuals employed at the Project as a result of information provided to, or inspected by, the County in connection with the administration of this Agreement under Article VII hereof or otherwise, subject to action otherwise required by a court of competent jurisdiction and last resort in the case of an appeal. It is expressly understood that all such information obtained by the County is for the limited purpose of verification of VFT's compliance under this Agreement. The County shall ensure the confidentiality of such information and shall take all measures necessary to protect the same against disclosure. Furthermore, the County shall comply with all reasonable instructions of VFT to maintain the confidentiality of such information.

The County for itself, employees and contractors, shall further keep strictly confidential all information obtained by, or furnished to, the County in connection with the Project and the business affairs of VFT. Notwithstanding anything contained herein to the contrary, VFT shall not be required to furnish to the County or to any other applicable governmental body information which VFT, in its reasonable judgment, considers a trade secret or proprietary, including, without limitation, software, equipment, production processes, customer lists, intellectual property, financial information or other information considered proprietary and confidential by separate agreements with third parties. In the event that the County receives a request for information about the Project or VFT's business affairs under the Texas Public Information Act, the County shall promptly furnish notice of such request to VFT and shall allow VFT the maximum time period within which to challenge such request prior to disclosure, if the County elects to disclose such information in accordance with applicable law.

ARTICLE VIII DEFAULT, TERMINATION AND REMEDIES

Section 8.01. Noncompliance with Jobs Obligations. Subject to Force Majeure, if, at the end of any applicable year during the Term, VFT is not in compliance with the obligations to create and maintain Jobs as provided in this Agreement, the County may withhold Compliance Payments that would otherwise be due to VFT for that year, or terminate the Agreement, pursuant to Section 3.01(b) above. If the County elects to withhold Compliance Payments, the County will resume Compliance Payments for any subsequent years during the Term in which VFT is in compliance; however, any

Compliance Payments withheld by the County for any years during which VFT is not in compliance shall be deemed forfeited by VFT and the County shall at no time be liable for later payment of such Compliance Payments.

Section 8.02. Failure to Operate Business. Subject to Force Majeure, if VFT fails to continuously operate and carry on the Business until the end of the Term (subject, however, to any interruption for remodeling, repair, which interruption shall not count against this operation obligation), then the County may give a notice of default under Section 8.03.

Section 8.03. Notice of Default. At any time during the Term of this Agreement that VFT is not in compliance with its obligations under this Agreement other than its obligations to create Jobs, the County may send VFT notice of such non-compliance. Subject to Force Majeure, if such non-compliance is not cured within ninety (90) days after VFT's receipt of such notice or, if non-compliance is not reasonably susceptible to cure within ninety (90) days, a cure is not begun within such 90-day period and thereafter continuously and diligently pursued to completion (in either event, a "*Cure*"), then the County may, at its option, terminate this Agreement or withhold Compliance Payments until such Cure occurs. Except as provided under Section 8.01, upon a Cure by VFT, the Compliance Payments shall automatically and immediately resume except, any Compliance Payments withheld by the County for any years during which VFT is not in compliance shall be deemed forfeited by VFT and the County shall at no time be liable for later payment of such Compliance Payments. Except as to circumstances arising from an event of Force Majeure, the Term shall not be extended as a result of any cure period under

this section. In the event of the occurrence of Force Majeure, the term of this Agreement shall be extended for so long as the Force Majeure event is in effect, subject to the compliance by VFT of the provisions contained in Section 3.05 hereof.

Section 8.04. Remedies. Upon breach of any obligation under this Agreement, in addition to any other remedies expressly set forth in this Agreement with respect to such breach, the aggrieved party shall have such remedies as are available in law or equity for breach of contract; provided, however, that no party shall be liable to any other party for incidental or consequential damages. Notwithstanding the foregoing, the County, in entering this Agreement does not waive its immunity from suit or any other limitations on its liability, contractual or otherwise, as granted by the Texas Constitution or applicable laws of the State of Texas.

Section 8.05. Offset. The County may deduct from any Compliance Payments, as an offset, any delinquent and unpaid fees, sums of money or other fees, charges or taxes assessed and owed to or for the benefit of the County, except for any delinquent or unpaid fees, sums of money or other fees, charges or taxes and owed by VFT to or for the benefit of the County for which VFT has undertaken appropriate legal proceedings contesting the payment thereof.

Section 8.06. Force Majeure. An event of Force Majeure means an event beyond the reasonable control of a party obligated to perform an act or take some action under this Agreement including, but not limited to, acts of God, earthquake, fire, explosion, war, civil insurrection, acts of the public enemy, act of civil or military authority, sabotage, terrorism, floods, lightning, hurricanes, tornadoes, severe snow storms or utility disruption, strikes,

lockouts, major equipment failure, the failure of any major supplier to perform its obligations, shortage of materials or labor for the Project, or a downturn in the economy or in the industry in which VFT operates, regulatory or governmental action, or the failure by The Lockhart Economic Development Corporation of Lockhart, Texas (“LEDC”) and/or the City of Lockhart to timely initiate and complete certain off-site and related utilities, infrastructure, roadway and other improvements for the Project under a separate agreement between LEDC and VFT.

Section 8.07. Indemnification. The County shall not be obligated to pay any indebtedness or obligations of VFT. VFT hereby agrees to indemnify and hold the County, and the County’s elected officials and employees, harmless from and against (i) any indebtedness or obligations of VFT, the Business, the Project and any improvements to the Land, or any other obligation of VFT as provided herein, and (ii) breach of any representation, warranty, covenant or agreement of VFT contained in this Agreement, without regard to any notice or cure provisions. VFT’s indemnification obligation hereunder shall include payment of the County’s reasonable attorneys’ fees, costs and expenses with respect thereto.

ARTICLE IX MISCELLANEOUS

Section 9.01. Entire Agreement. This Agreement, including any exhibits hereto, contains the entire agreement between the parties with respect to the transactions contemplated herein.

Section 9.02. Amendments. This Agreement may only be amended, altered, or terminated by written instrument signed by all parties.

Section 9.03. Assignment. VFT shall be entitled to assign its rights and interest contained in this Agreement to (i) a parent, affiliate or subsidiary of VFT, (ii) a party extending funding for the construction or operation of the Project, (iii) a lender extending financing for the construction of operation of the Project, (iv) a legal successor to VFT or a party purchasing all or substantially all of the assets of VFT, or (v) a purchaser of the Project which intends to continue to conduct operations therein. VFT shall not be entitled to assign its rights and interest under this Agreement to any other party, unless approved in writing by the County, which approval shall not be unreasonably withheld or delayed. In the event of such assignment or in the event of legal succession of VFT interest in this Agreement by operation of law, this Agreement shall be binding on and inure to the benefit of such assign or successor.

Section 9.04. Waiver. No term or condition of this Agreement shall be deemed to have been waived, nor shall there be any estoppel to enforce any provision of this Agreement, except by written instrument of the party charged with such waiver or estoppel.

Section 9.05. Notices. Any notice, statement and/or communication required and/or permitted to be delivered hereunder shall be in writing and shall be mailed by certified mail with return receipt requested, postage prepaid, or delivered by hand, and shall be deemed delivered when received at the addresses of the parties set forth below, or at such other address furnished in writing to the other parties thereto:

VFT: John Kinzer
President/Chief Executive Officer
VISIONARY FIBER TECHNOLOGIES
1400 FM 20 East (Blackjack)
Lockhart, TX 78644

County: Caldwell County
Attn: Caldwell County Judge
110 S. Main Street
Room 201
Lockhart, Texas 78644

Section 9.06. Applicable Law and Venue. This Agreement is made, and shall be construed and interpreted under the laws of the State of Texas. Venue for any legal proceedings shall lie in State courts located in Caldwell County, Texas. Venue for any matters in federal court will be in the United States District Court for the Western District of Texas.

Section 9.07. Severability. In the event any provision of this Agreement is illegal, invalid, or unenforceability under the applicable present or future laws, then, and in that event, it is the intention of the Parties that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable a provision be added to this Agreement which is legal, valid and enforceability and is a similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

Section 9.08. Third Parties. The County and VFT intend that this Agreement shall not benefit or create any right or cause of action in or on behalf of any third-party beneficiary, or any individual or entity other than the County and VFT or permitted assignees of the County and VFT, except that the indemnification and hold harmless

obligations by VFT provided for in this Agreement shall inure to the benefit of the indemnitees named therein.

Section 9.09. No Joint Venture. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the Parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either Party as an agent of the other for any purpose whatsoever. Except as otherwise specifically provided herein, neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

Section 9.10. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which constitute one instrument.

(SIGNATURES FOLLOW ON THE NEXT PAGE)

THIS CHAPTER 381 AGREEMENT BETWEEN CALDWELL COUNTY AND VFT IS HEREBY EXECUTED in duplicate originals to be effective as of the date of the last signature below.

CALDWELL COUNTY, TEXAS

By: _____
Judge Ken Schawe
Caldwell County Judge

Date: _____

Attest: _____
Carol Holcomb
Caldwell County Clerk

VISIONARY FIBER TECHNOLOGIES

By: _____
John Kinzer, President/Chief Executive Officer

Date: _____

EXHIBIT "A"

(The Legal Description of the Land)

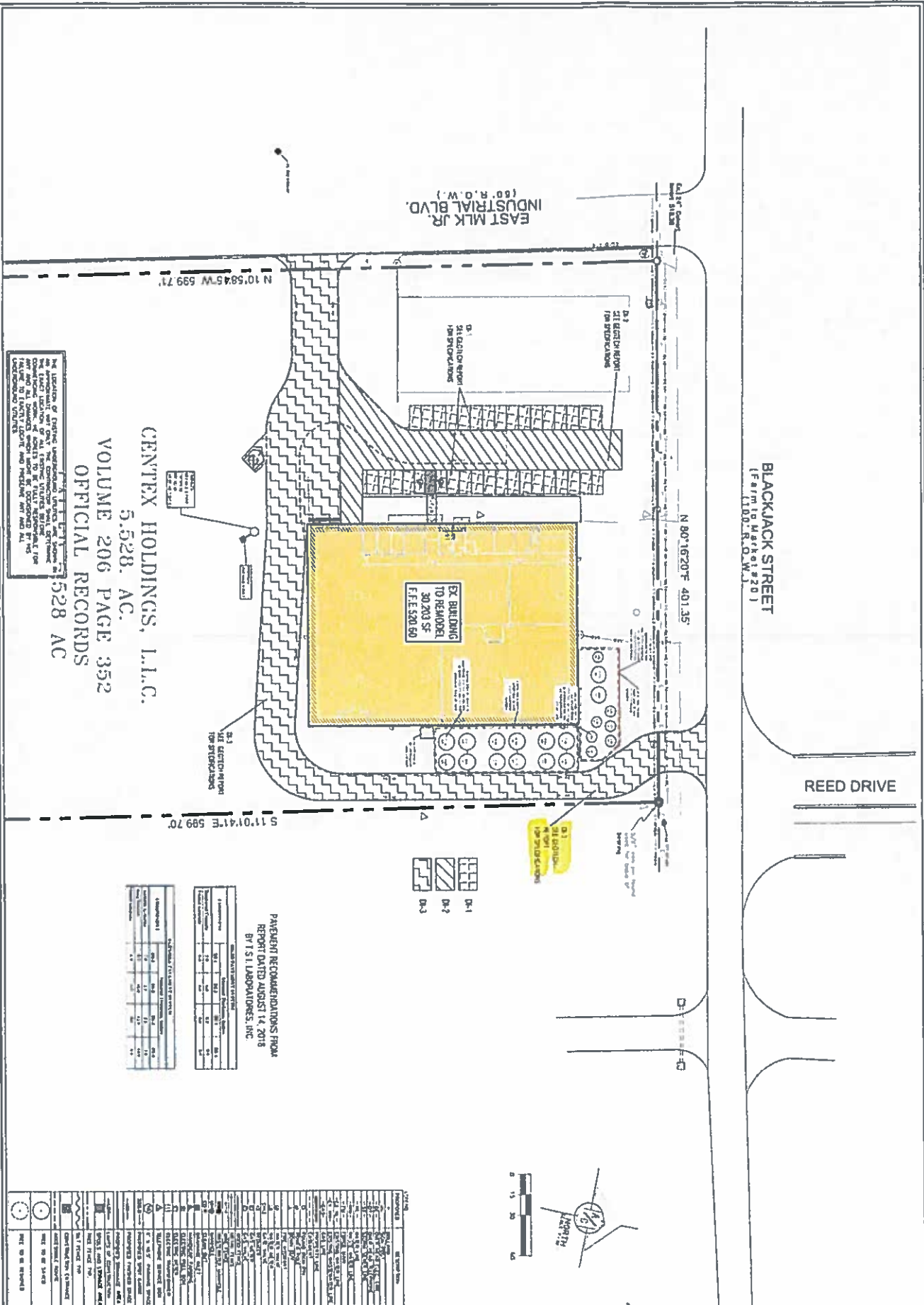
Exhibit "B"

(The Map of the Land)

Exhibit "C"

(Compliance Payment Schedule)

Term Year	Tax Rebate Percentage	
Year 1	50%	
Year 2	50%	
Year 3	50%	
Year 4	50%	
Year 5	50%	
Year 6	50%	
Year 7	50%	
Year 8	50%	
Year 9	50%	
Year 10	50%	



THE LOCATION OF EXISTING UNDERGROUND UTILITIES IS SHOWN AS APPROXIMATE. THE EXACT LOCATION OF ALL EXISTING UTILITIES SHALL BE DETERMINED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF LOCKHART AND THE STATE OF TEXAS.

CENTEX HOLDINGS, L.L.C.
 5.528 AC.
 VOLUME 206 PAGE 352
 OFFICIAL RECORDS
 528 AC

PAVEMENT RECOMMENDATIONS FROM
 REPORT DATED AUGUST 14, 2018
 BY T.S. LABORATORIES, INC.

Area	Material	Thickness (in)	Notes
D-1	Subgrade	4"	As shown
	Base Course	4"	As shown
D-2	Subgrade	4"	As shown
	Base Course	4"	As shown
D-3	Subgrade	4"	As shown
	Base Course	4"	As shown
D-4	Subgrade	4"	As shown
	Base Course	4"	As shown
D-5	Subgrade	4"	As shown
	Base Course	4"	As shown
D-6	Subgrade	4"	As shown
	Base Course	4"	As shown
D-7	Subgrade	4"	As shown
	Base Course	4"	As shown
D-8	Subgrade	4"	As shown
	Base Course	4"	As shown
D-9	Subgrade	4"	As shown
	Base Course	4"	As shown
D-10	Subgrade	4"	As shown
	Base Course	4"	As shown
D-11	Subgrade	4"	As shown
	Base Course	4"	As shown
D-12	Subgrade	4"	As shown
	Base Course	4"	As shown
D-13	Subgrade	4"	As shown
	Base Course	4"	As shown
D-14	Subgrade	4"	As shown
	Base Course	4"	As shown
D-15	Subgrade	4"	As shown
	Base Course	4"	As shown
D-16	Subgrade	4"	As shown
	Base Course	4"	As shown
D-17	Subgrade	4"	As shown
	Base Course	4"	As shown
D-18	Subgrade	4"	As shown
	Base Course	4"	As shown
D-19	Subgrade	4"	As shown
	Base Course	4"	As shown
D-20	Subgrade	4"	As shown
	Base Course	4"	As shown
D-21	Subgrade	4"	As shown
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D-22	Subgrade	4"	As shown
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D-23	Subgrade	4"	As shown
	Base Course	4"	As shown
D-24	Subgrade	4"	As shown
	Base Course	4"	As shown
D-25	Subgrade	4"	As shown
	Base Course	4"	As shown
D-26	Subgrade	4"	As shown
	Base Course	4"	As shown
D-27	Subgrade	4"	As shown
	Base Course	4"	As shown
D-28	Subgrade	4"	As shown
	Base Course	4"	As shown
D-29	Subgrade	4"	As shown
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D-30	Subgrade	4"	As shown
	Base Course	4"	As shown
D-31	Subgrade	4"	As shown
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D-32	Subgrade	4"	As shown
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D-34	Subgrade	4"	As shown
	Base Course	4"	As shown
D-35	Subgrade	4"	As shown
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D-36	Subgrade	4"	As shown
	Base Course	4"	As shown
D-37	Subgrade	4"	As shown
	Base Course	4"	As shown
D-38	Subgrade	4"	As shown
	Base Course	4"	As shown
D-39	Subgrade	4"	As shown
	Base Course	4"	As shown
D-40	Subgrade	4"	As shown
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D-45	Subgrade	4"	As shown
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D-46	Subgrade	4"	As shown
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D-47	Subgrade	4"	As shown
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D-48	Subgrade	4"	As shown
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D-81	Subgrade	4"	As shown
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D-97	Subgrade	4"	As shown
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D-98	Subgrade	4"	As shown
	Base Course	4"	As shown
D-99	Subgrade	4"	As shown
	Base Course	4"	As shown
D-100	Subgrade	4"	As shown
	Base Course	4"	As shown

NO.	DESCRIPTION	DATE	BY	CHECKED
1	DESIGNED			
2	DRAWN			
3	CHECKED			
4	APPROVED			
5	REVISION			
6	REVISION			
7	REVISION			
8	REVISION			
9	REVISION			
10	REVISION			
11	REVISION			
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96	REVISION			
97	REVISION			
98	REVISION			
99	REVISION			
100	REVISION			

SITE PLAN 7 OF 14	PAVING PLAN	VISIONARY FIBER 1
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1400 FM 20 EAST

LOCKHART, TEXAS



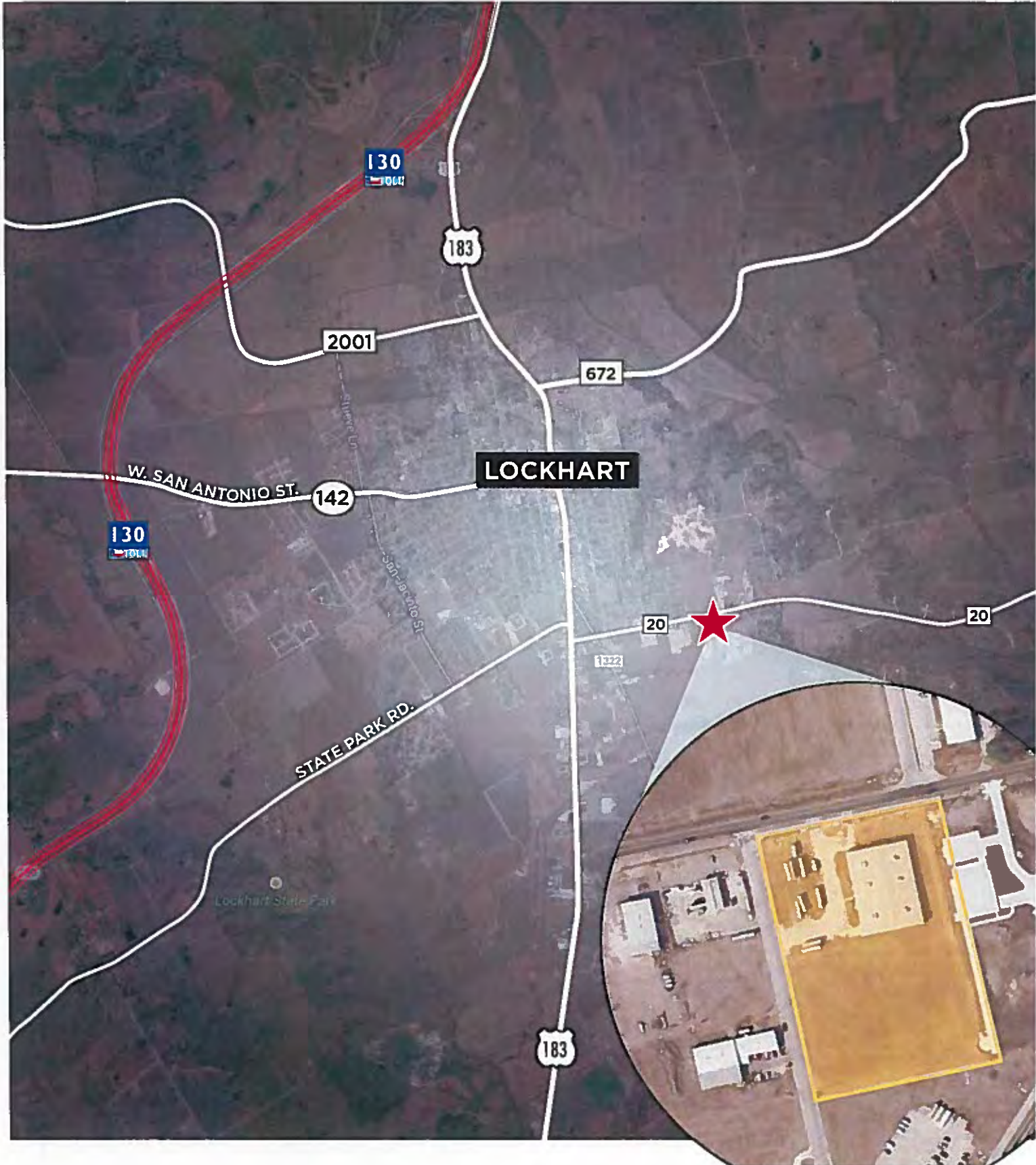
30,150 SF INDUSTRIAL/FLEX SPACE AVAILABLE
FOR SALE

PROPERTY OVERVIEW

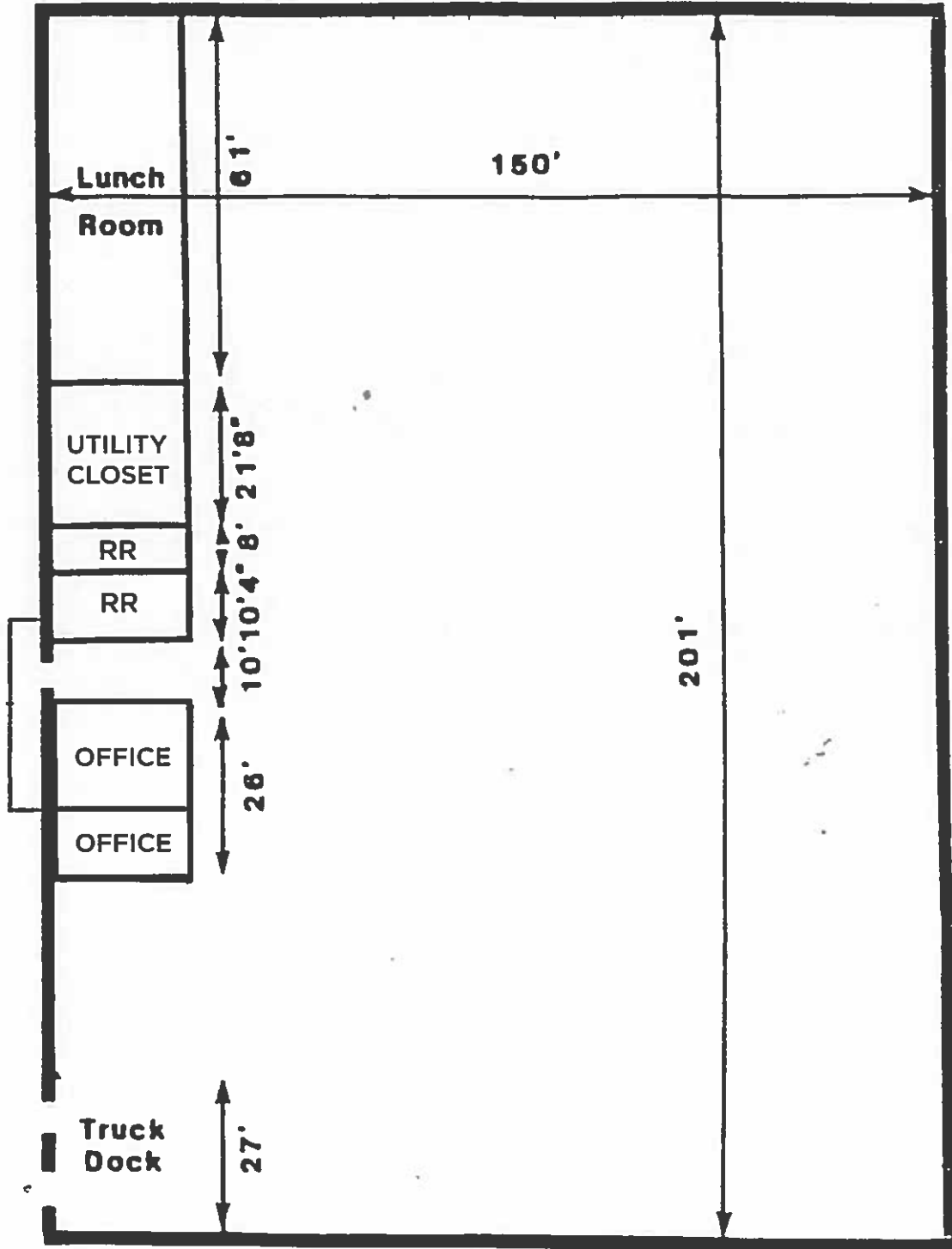
ADDRESS	1400 FM 20 East Lockhart, TX 78644	ELECTRICAL	240V 3-phase
BUILDING	30,150 SF with approximately 2,000 SF of Office	YEAR BUILT	1974
LAND	5.528 Acres	FEATURES	City of Lockhart Water and Wastewater
CLEAR HEIGHT	16'		Excellent access to Hwy and SH-130
LOADING	2 Dock Wells		Fire suppression system
ZONING	ID-H, Industrial District-Heavy		Additional land for large storage yard or future expansion

1400 FM 20 EAST

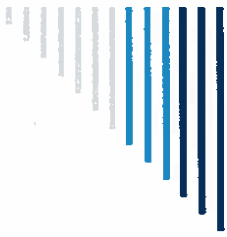
LOCATION



BUILDING PLAN



10. Discussion/Action to approve the nominations to the Plum Creek Conservation District Board of Directors for a four-year term. **Cost: TBD; Speaker: Judge Schawe; Backup: 2.**



Plum Creek Conservation District

Directors:

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

Staff:

DANIEL MEYER, *Executive Manager*
KAREN BASSETT, *Secretary*
JOHNIE HALLIBURTON, *Staff Member*
MATT SHAW, *Staff Member*
ALAN BURKLUND, *Staff Member*

October 17th, 2018

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, 2018 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,

Daniel Meyer
Executive Manager
Plum Creek Conservation District

P.O. Box 328
1101 W. San Antonio St.
Lockhart, TX 78644

Phone: 512-398-2383
Fax: 512-398-7776
Website: <http://pccd.org>

To: Judge Ken Schawe, Commissioners Terry Wright, Eddie Moses, Ed Theriot, and Joe Roland:

Recently I was approached about serving on the Plum Creek Conservation District Board. I am familiar with the Plum Creek Conservation District as my Mother, Edith Owen, served as their secretary for 22 years in the Sixties and Seventies. I live in McMahan, Texas on the family ranch that I manage. I am employed by Bayer Crop Science as an Area Business Manager for parts of Texas and Oklahoma. I also serve on the Jeffrey Cemetery Association Board in McMahan. I understand that the responsibilities of the Plum Creek Conservation District have grown in recent years with the addition of water responsibilities. I would be willing to serve on the Plum Creek Conservation District Board if there is an open spot.

Tom Owen

8505 Old Colony Line Road

Dale, Texas 78616

512-517-9479

11. Discussion/ Action to approve Budget Amendment #1, Fiscal Year 2018-2019 decreasing budget line item(s) 001-6510-4860 / Contingency in the amount of \$5,829 and 001-6510-4863 / Overtime Contingency in the amount of \$5,605; and approve the increased budget line item(s) 009-1000-2140 / Uniform Stipend in the amount of \$5,200, 009-1000-1150 / Overtime in the amount of \$5,000, 009-1000-2010 / Social Security & Medicare Tax in the amount of \$781 (\$398 + \$383), 009-1000-2030 / Retirement \$453 (\$231 + \$222), 001-9000-4961 / Transfer to Courthouse Security in the amount of \$11,434 and 009-7000-1000 / Transfer from General Fund in the amount of \$11,434. The total cost will be \$11,434 'Transfer from the General Fund to Transfer to Courthouse Security Fund. **Cost: \$11,434.00; Speaker: Judge Schawe; Backup: 1.**

12. Discussion/ Action to approve Budget Amendment # 2 decreasing budget line item 001-6510- 4863 / Overtime Contingency in the amount of \$1,120; and increasing budget line item(s) 001-2130-1150 / Overtime Contingency in the amount of \$1,000, 001-2130-2010 / Social Security & Medicare in the amount of \$76, and 001-2130-2030 / Retirement in the amount of \$44 netting a \$0 cost to General Fund, (Decreasing Non- Departmental Overtime Contingency / Increasing County Auditor Overtime). **Cost: None; Speaker: Judge Schawe; Backup: 1.**

13. Discussion/Action regarding the Certificates of Obligation expenditure list items. **Cost: TBD; Speaker: Judge Schawe; Backup: 1.**

Description	Expenses	Remaining Funds
Beginning C.O. Funds		\$ 6,000,000
Election Equipment	\$ 504,329.11	\$ 5,495,670.89
Estimated Election Expenses	\$ 504,329.11	
Jail - Tank Cell Upgrade	\$ 510,000.00	\$ 4,985,670.89
Jail - Radios	\$ 221,000.00	\$ 4,764,670.89
Jail - Security System Upgrade	\$ 180,000.00	\$ 4,584,670.89
Estimated Jail Expenses	\$ 911,000.00	
URS - 4 Maintainers @ 187,000	\$ 750,000.00	\$ 3,834,670.89
URS - 4 Tandem Dump Trucks	\$ 480,000.00	\$ 3,354,670.89
URS - 2 Belly Dumps- keep 2	\$ 260,000.00	\$ 3,094,670.89
URS - 2 Pneumatic Roller	\$ 162,000.00	\$ 2,932,670.89
URS - 2 Hard Wheel Roller	\$ 202,000.00	\$ 2,730,670.89
URS - 1 Track Skid Steer	\$ 49,000.00	\$ 2,681,670.89
URS - 1 Backhoe- Extend-a-hoe	\$ 90,000.00	\$ 2,591,670.89
URS - 1 Haul Trailer	\$ 65,000.00	\$ 2,526,670.89
URS - 1 Utility Sign Truck	\$ 60,000.00	\$ 2,466,670.89
URS - 1 Water Truck	\$ 70,000.00	\$ 2,396,670.89
Estimated URS Expenses	\$ 2,188,000.00	
TOTAL ESTIMATED EXPENSES	\$3,603,329.11	

14. Discussion/Action regarding the engagement letter with Rutledge, Crain & Company, PC for the purposes of financial statements auditing for the year ended September 30, 2018. **Cost: The cost is not to exceed \$29,750 for the financial statements, and an estimate of \$7,500 to conduct and report on the single audit ; Speaker: Judge Schawe / Barbara Gonzales; Backup: 8.**

RUTLEDGE CRAIN & COMPANY, PC
CERTIFIED PUBLIC ACCOUNTANTS
2401 Garden Park Court, Suite B
Arlington, Texas 76013

October 15, 2018

To the Honorable County Judge and Commissioners
comprising the Commissioners Court of Caldwell County, Texas
Barbara A. Gonzales, County Auditor
Caldwell County Courthouse
110 South Main Street, Room 302
Lockhart, Texas 78644

We are pleased to confirm our understanding of the services we are to provide Caldwell County, Texas for the year ended September 30, 2018. We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of Caldwell County, Texas as of and for the year ended September 30, 2018. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Caldwell County, Texas' basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Caldwell County, Texas' RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis,
- 2) Budgetary Schedules Presented as Required Supplementary Information,
- 3) Notes to RSI,
- 4) GASB Required Supplementary Pension Information, and

We have also been engaged to report on supplementary information other than RSI that accompanies Caldwell County, Texas' financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a separate written report accompanying our auditor's report on the financial statements:

- 1) Schedule of expenditures of federal awards.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to Caldwell County Commissioners Court. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our

responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Caldwell County, Texas' compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Caldwell County, Texas' major programs. The purpose of these procedures will be to express an opinion on Caldwell County, Texas' compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of Caldwell County, Texas in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) designing, implementing, and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in

the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, Barbara Gonzales, County Auditor, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the County; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Rutledge Crain & Company, PC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to federal agencies providing direct or indirect funding, or the U.S. Government Accountability Office or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Rutledge Crain & Company, PC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the federal granting agency or State Pass-through agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately February 4, 2019 and to issue our reports no later than April 30, 2019. Lewis Crain, CPA is the engagement shareholder and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$29,750 for the financial statements, and an estimate of \$7,500 to conduct and report on

the single audit. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes thirty days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

You have requested that we provide you with a copy of our most recent external peer review report and any subsequent reports received during the contract period. Accordingly, our 2016 peer review report accompanies this letter.

Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

We appreciate the opportunity to be of service to Caldwell County, Texas and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Burtledge Crain & Company, PC

RESPONSE:

This letter correctly sets forth the understanding of Caldwell County, Texas.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

Acker & Company

Certified Public Accountants, PC

Report on the Firm's System of Quality Control

March 28, 2017

To the Shareholders of
Rutledge Crain & Company, PC
and the Peer Review Committee of the Texas Society of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Rutledge Crain & Company, PC (the firm) in effect for the year ended September 30, 2016. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

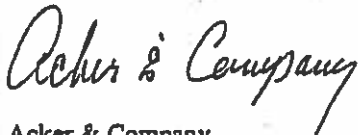
Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act.

Rutledge Crain & Company, PC
March 28, 2017
Page 2

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Rutledge Crain & Company, PC in effect for the year ended September 30, 2016, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Rutledge Crain & Company, PC has received a peer review rating of *pass*.



Acker & Company
Certified Public Accountants, PC

15. Discussion/Action to approve Final Draft Request for Proposal (RFP) for Administration and Professional Services of General Land Office – Community Development Block Grant (GLO-CDBG) funding. Following approval of RFP final draft, RFP advertisement will be conducted on November 15th, 2018 & submission deadline of proposals is Nov. 26th, 2018. **Cost: None; Speaker: Judge Schawe / Danie Blake; Backup: 28.**

Commissioners Court-Monday, November 13, 2018
County Purchasing Department
RFP (Request for Proposal) Administration/Professional Services GLO/CDBG

Discussion Items:

The County Purchasing Department is requesting approval of the final draft RFP (Request for Proposal) for the administration & professional services for grants that may be awarded through General Land Office - Community Development Block Grant (GLO/CDBG). These services are being solicited to assist Caldwell County in its application, and administration of a contract, if awarded, from GLO/CDBG. The county is considering applying for such funding to support infrastructure projects in Caldwell County. In addition, if Commissioner's Court approves the RFP final draft, the RFP will be put out for advertisement on November 15th, 2018. The deadline of submission of proposals will be November 26th, 2018 at 2:00 pm.

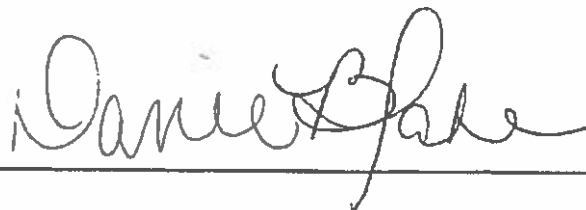
Notable Budget Items: Advertisement Fee's

Recommendation to Commissioner's Court:

County Purchasing Department respectfully recommends the following:

Approve Purchasing Agent request to accept final draft RFP for Administration & Professional Services of GLO/CDBG funding.

Department Head Signature:



Request for Proposal (RFP) for Administration/Professional Services - Cover Letter

11/15/2018

Re: Proposed Contract Funding through the General Land Office ("GLO") **Community Development Block Grant CDBG – Disaster Recovery program**

Dear Administrative Service Providers:

Attached is a copy of the County's Request for Proposals ("RFP") for application and professional administrative services. These services are being solicited to assist the Caldwell County in its application and administration of a contract, if awarded, from the **CDBG – Disaster Recovery program** of the General Land Office (GLO). The County is considering applying for such funding to support **Infrastructure** activities in Caldwell County.

Firms may submit proposals for any or all activities. Multiple contracts may be awarded as a result of this solicitation. The County will, in its sole discretion, determine the number of contracts awarded, and may decide not to award any contracts.

The submission requirements for this proposal are included in the attached RFP. Please submit a proposal of services and statement of qualifications to:

Danielle Blake, Purchasing Agent
110. S. Main St., Rm 302
Lockhart, TX 78644

The deadline for submission of proposals is November 26th, 2018 by 2:00 p.m. It is the responsibility of the submitting entity to ensure that the proposal is received in a timely manner. Proposals received after the deadline will not be considered for award, regardless of whether or not the delay was outside the control of the submitting firm. The County reserves the right to negotiate with any and all persons or firms submitting timely proposals.

The County is an Affirmative Action/Equal Opportunity Employer. Section 3 Residents, Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and labor surplus area firms are encouraged to submit proposals.

Sincerely,

Caldwell County Judge Ken Schawe

RFP for Administration/Professional Services

Caldwell County is seeking to enter into a services contract with well-qualified administration/management firm/professional service provider(s) to assist the County in preparing an application for and in the overall management of its proposed **CDBG-Disaster Recovery** project(s), if funded by the Texas General Land Office - Community Development Block Grant ("GLO"). The following outlines the RFP:

- I. Scope of Work - A sample detailed Scope of Work ("SOW") provided by GLO is enclosed as Exhibit A. The professional administration/management firm/consultant to be hired is to provide application and contract-related management services, including but not limited to the following areas:

Pre-Funding Services*

Grant Administrator will develop project scope and complete CDBG-DR application. The provider will work with the local government and Engineer, if applicable, to provide the concise information needed for submission of one or more complete disaster recovery funding applications and related documents. The required information shall be submitted in a format to be described by the GLO.

Post-Funding Services

Grant Administrator will administer and complete infrastructure, utilities, housing and eligible projects approved for disaster recovery funding. The selected administrative firm must follow all requirements of the HUD CDBG-DR program as administered by GLO.

General Administration Services – General

- Administrative Duties
- Construction Management

Grant Administration Services – Infrastructure

- Administrative Duties
- Acquisition Duties
- Environmental Services

Grant Administration Services – Rental Housing

- Administrative Duties
- Project Case Management
- Site Inspections
- Environmental Services

Grant Administration Services – Non-Rental Housing

- Administrative Duties
- Site Inspections
- Environmental Services

Please specify a complete list of actual tasks to be performed under each of these categories in your response, including, if necessary, a brief description of each task

**Pre-funding services are not eligible for CDBG-DR reimbursement and must be paid with local or other non-CDBG-DR funds.*

- II. Statement of Qualifications - The County is seeking to contract with well-qualified professional administration/management firm(s)/consultant(s) experienced in grants/contracts application and administration. Please provide the following information:

- A brief history of the proposing entity, including general background, knowledge of and experience working with relevant agencies, with an emphasis on recent experience;
- Related experience in applying for and managing federally-funded local public works construction projects – Infrastructure / Rental Housing / Non-Rental Housing, with an emphasis on directly-related and recent experience;
- A description of work performance and experience with CDBG-DR including a list of at least three references from past local government clients, with information describing the recency and relevancy of the previous performance and experience;
- Describe the proposing entity's capacity to perform as well as resumes of all employees who will or may be assigned to provide technical assistance if your firm is awarded this management services contract, identifying current employees and proposed hires; and
- A statement substantiating the resources of the proposing entity and the ability to carry out the scope of work requested within the proposed timeline.

III. **Proposed Cost of Services** - Please provide your cost proposal to accomplish the scope of work by activity (Infrastructure) outlined above and for any additional services required using the Cost of Services page(s) included in Exhibit C: Required RFP Forms. The final grant amount is yet to be determined; therefore, vendors should propose pricing based on the potential funding amounts provided. The local government will consider dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises. As such, proposers may specify any maximum limit to the total dollar value of grant funds they are able and willing to manage. Firms may submit proposals for any or all activities. Preference will be given to firm fixed pricing. The proposal must include all costs that are necessary to successfully complete these activities. Please note that the lowest/best bid will not be used as the sole basis for entering into this contract; rather, award will be made to the firm(s) providing the best value to the County, cost and other factors considered.

Profit (either % / actual cost) must be identified and negotiated as a separate element of the price of the contract. To comply, the respondent must disclose and certify in its proposal the percentage of profit being used. "Cost plus percentage of cost" type proposals are prohibited.

IV. Evaluation Criteria - The proposal received will be evaluated and ranked according to the following criteria and using the rating sheet enclosed as Exhibit B:

<u>Criteria</u>	<u>Maximum Points</u>
Experience	30
Work Performance	30
Capacity to Perform	20
Proposed Cost	20
Total	100

V. Submission Requirements

- **A statement of conflicts of interest** (if any) the proposing entity or key employees may have regarding these services, and a plan for mitigating the conflict(s). Please note that City/County may in its sole discretion determine whether or not a conflict disqualifies a firm, and/or whether or not a conflict mitigation plan is acceptable.
- **System for Award Management.** Consultant/Firm, and its Principals, may not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM). Include verification that the company as well as the company's principals are not listed (are not debarred) through the System for Award Management (www.SAM.gov). Enclose a print out of the search results that includes the record date.
- **Form CIQ**, enclosed in Exhibit C. Texas Local Government Code chapter 176 requires that any vendor or person who enters or seeks to enter into a contract with a local government entity disclose in the Questionnaire Form CIQ the vendor or person's employment, affiliation, business relationship, family relationship or provision of gifts that might cause a conflict of interest with a local government entity. Questionnaire form CIQ is included in the RFP and must be submitted with the response.
- **Certification Regarding Lobbying**, enclosed in Exhibit C. Certification for Contracts, Grants, Loans, and Cooperative Agreements is included in the RFP and must be submitted with the response.
- **Form 1295**, enclosed in Exhibit C. Effective January 1, 2016, all contracts and contract amendments, extensions, or renewals executed by the Commissioners Court will require the completion of Form 1295 "Certificate of Interested Parties" pursuant to Government Code § 2252.908. Form 1295 must be completed by awarded vendor at time of signed contract submission. Form 1295 is included in this RFP for your information.
- **Required Contract Provisions.** Applicable provisions enclosed in Exhibit D must be included in all contracts executed as a result of this RFP.

VI. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. Small and minority businesses, women's business enterprises, and labor surplus area firms are encouraged to participate in this RFP. If the awarded vendor is a prime contractor and may use subcontractors, the following affirmative steps are required of the prime contractor:

- 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

- VII. Deadline for Submission – Proposals must be received no later than Nov 26th, 2018 by 2:00 p.m. It is the responsibility of the submitting entity to ensure that the proposal is received in a timely manner. Proposals received after the deadline will not be considered for award, regardless of whether or not the delay was outside the control of the submitting firm. Please submit one digital copy to Danielle.blake@co.caldwell.tx.us and k.schawe@co.caldwell.tx.us of your proposal and 3 hard copies to the following address:

Danielle Blake, Purchasing Agent
110 S. Main St., Rm 302
Lockhart, TX 78644

Any questions or requests for clarification must be submitted in writing to Danielle.blake@co.caldwell.tx.us at least 3 business days prior to the deadline. The County may, if appropriate, circulate the question and answer to all firms submitted proposals.

EXHIBIT A

SCOPE OF WORK

The Contractor shall provide the following scope of services: *(choose contracted services)*

SCOPE OF SERVICES REQUESTED

Providers will help the GLO fulfill State and Federal Community Development Block Grant Disaster Recovery ("CDBG-DR") statutory responsibilities related to recovery in connection with any federally declared disaster. Providers will assist the GLO and/or grant recipients in completion of CDBG-DR qualified infrastructure projects. Grant administrative services must be performed in compliance with the U.S. Department of Housing and Urban Development ("HUD") and guidelines issued by the GLO.

DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS

Respondent must be able to perform the tasks listed herein to be considered eligible for an award under this Solicitation. Respondents should provide a detailed narrative of their experience as it relates to each of the items below. Respondents should clearly indicate if they intend to provide services in-house with existing staff or through subcontracting or partnership arrangements. Grant Administration Services will be provided in conformance with the guidance documents and use forms provided by the subrecipient utilizing GLO guidance. The providers shall furnish pre-funding and post-funding grant administrative services to complete the disaster recovery projects, including, but not limited to the following:

Pre-Funding Services

Grant Administrator will develop project scope and complete CDBG-DR application. The provider will work with the subrecipient, Caldwell County Grant Coordinator, and Engineering, if applicable, to provide the concise information needed for submission of complete disaster recovery funding application and related documents. The required information shall be submitted in a format to be described by the GLO.

Post-Funding Services

Grant Administrator will administer and complete infrastructure, utilities, housing and eligible projects approved for disaster recovery funding. The selected administrative firm must follow all requirements of the Texas CDBG Disaster Recovery program.

Grant Administration Services – General

a) Administrative Duties:

- i. Coordinate, as necessary, between subrecipient and any other appropriate service providers (i.e. Engineer, Environmental, etc.), contractor, subcontractor and GLO to effectuate the services requested.
- ii. May assist in public hearings.
- iii. Will work with GLO's system of record.
- iv. Provide monthly project status updates.
- v. Funding release will be based on deliverables identified in the contract.
- vi. Labor and procurement duties:
 - a. Provide all Labor Standards Officer (LSO) Services.
 - b. Ensure compliance with all relevant labor standards regulations.
 - c. Ensure compliance with procurement regulations and policies.
 - d. Maintain document files to support compliance.

vii. **Financial duties:**

- a. Prepare and submit all required reports (Section 3, Financial Interest, etc.).
- b. Assist subrecipient with the procurement of audit services.
- c. Assist subrecipient in establishing and maintaining a bank account for disaster recovery funds.
- d. Implementation and coordination of Affirmatively Furthering Fair Housing ("AFFH") requirements as directed by HUD and the GLO.
- e. Implementation and coordination of Section 504 requirements.
- f. Program compliance.
- g. Ensure that fraud prevention and abuse practices are in place and being implemented.
- h. Prepare and submit all closeout documents.
- i. Submit all invoices no later than 60 days after the expiration of the contract. All outstanding funds may be swept after 60 days. The provider may request an extension of this requirement in writing.
- j. Assist in preparation of contract revisions and supporting documents including but not limited to:
 - Amendments/modifications,
 - Change orders.

b) **Construction Management**

- i. The provider will assist the subrecipient in submitting/setting up project applications in the GLO's system of record.
- ii. The provider may compile and collate complete contract/bid packages that meet GLO program requirements. The packages will contain supporting documentation that meets or exceeds the requirements of the GLO's program. If applications do not have the necessary forms, the provider may assist the subrecipient by coordinating to acquire the necessary documentation.
- iii. The provider may monitor, report, and evaluate contractor's performance; notify the subrecipient if the contractor(s) fails to meet established scheduled milestones. Receive, review, recommend, and process any change orders as appropriate to the individual projects.
- iv. The provider may assist the subrecipient with project Activity Draws/Close Out.
- v. The provider may assist the subrecipient by submitting all the necessary documentation for draws and to close a project activity in the GLO's system of record. The provider will compile, review for completeness, and collate complete contract/closeout packages that meet GLO program requirements for draw requests. If applications do not have the necessary forms, the provider may assist the subrecipient by coordinating to acquire the necessary documentation.
- vi. The provider may assist the subrecipient in developing Architectural and Engineering plans with guidance from the GLO.
- vii. Reassignment scope alignment (if necessary).

Grant Administration Services – Infrastructure

a) **Administrative Duties:**

- i. Ensure program compliance including all CDBG-DR requirements and all part's therein, current Federal Register, etc.
- ii. Assist subrecipient in establishing and maintaining financial processes.
- iii. Obtain and maintain copies of the subrecipient's most current contract including all related change requests, revisions and attachments.
- iv. Establish and maintain record keeping systems.
- v. Assist subrecipient with resolving monitoring and audit findings.

- vi. Serve as monitoring liaison.
- vii. Assist subrecipient with resolving third party claims.
- viii. Report suspected fraud to the GLO.
- ix. Submit timely responses to the GLO requests for additional information.
- x. Complete draw request forms and supporting documents.
- xi. Facilitate outreach efforts, application intake, and eligibility review.
- xii. Perform any other administrative duty required to deliver the project.
- xiii. Utilize and assist with GLO's system of record to complete milestones, submit documentation, reports, draws, change requests, etc.
- xiv. Submit change requests and all required documentation related to any change requests.

b) Acquisition Duties:

- i. Submit acquisition reports and related documents.
- ii. Establish acquisition files (if necessary).
- iii. Complete acquisition activities (if necessary).

c) Environmental Services

- i. Assist detailed scope of services
 - a. Review each project description to ascertain and/or verify the level of environmental review required: Exempt, Categorical Exclusion not Subject to 58.5, Categorical Exclusion Subject to 58.5, Environmental Assessment, and Environmental Impact Statements;
 - b. Prepare, complete and submit HUD required forms for environmental review and provide all documentation to support environmental findings;
 - c. Consult and coordinate with oversight/regulatory agencies to facilitate environmental clearance;
 - d. Be able to perform or contract special studies, additional assessments, or permitting to secure environmental clearance. These may include, but are not limited to biological assessments, wetland delineations, asbestos surveys, lead-based paint assessments, archeology studies, architectural reviews, Phase I & II ESAs, USACE permits, etc.;
 - e. Prepare all responses to comments received during comment phase of the environmental review, including State/Federal Agency requiring further studies and/or comments from public or private entities during public comment period;
 - f. Maintain close coordination with local officials, project engineer and other members of the project team to assure appropriate level of environmental review is performed and no work is conducted without authorization;
 - g. Complete and submit the environmental review into GLO's system of record;
 - h. At least one site visit to project location and completion of a field observation report
 - i. Prepare and submit for publication all public notices including, but not limited to the Notice of Finding of No Significant Impact (FONSI), Request for Release of Funds floodplain/wetland early and final notices in required order and sequence;
 - j. Provide documentation of clearance for Parties Known to be Interested as required by 24 CFR 58.43;
 - k. Process environmental review and clearance in accordance with NEPA;
 - l. Advise and complete environmental re-evaluations per 24 CFR 58.47 when evidence of further clearance or assessment is required;
 - m. Prepare and submit Monthly Status Report; and
 - n. Participate in regularly scheduled progress meetings.

Exhibit B Administration/Professional Services Rating Sheet

Grant Recipient _____

CDBG-DR

Name of Respondent _____

Date of Rating _____

Evaluator's Name _____

Experience – Rate the Respondent of the Request For Proposal (RFP) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent.

Experience

<u>Factors</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Related Experience / Background with federally funded projects	10	_____
2. Related Experience / Background with specific project type (housing rehabilitation, acquisition of property, coordination with regulatory agency, etc.)	10	_____
5. References from current/past clients	10	_____
Subtotal, Experience	30	_____

Work Performance

<u>Factors</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Submits requests to client/GLO in a timely manner	5	_____
2. Responds to client/GLO requests in a timely manner	5	_____
3. Past client/GLO projects completed on schedule	5	_____
4. Work product is consistently of high quality with low level of errors	5	_____
5. Past client/GLO projects have low level of monitoring findings/concerns	5	_____
6. Manages projects within budgetary constraints	5	_____
Subtotal, Performance	30	_____

Capacity to Perform

<u>Factors</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Qualifications of Professional Administrators / Experience of Staff	5	_____
2. Present and Projected Workloads	5	_____
3. Quality of Proposal/Work Plan	5	_____
4. Demonstrated understanding of scope of the CDBG-DR Project	5	_____
Subtotal, Capacity to Perform	20	_____

Proposed Cost

<u>Factors</u>	<u>Max.Pts.</u>	<u>Score</u>
Proposed cost is in line with independent estimate and compared with all cost proposals received	20	_____
	20	_____

TOTAL SCORE

<u>Factors</u>	<u>Max.Pts.</u>	<u>Score</u>
<input type="checkbox"/> Experience	30	_____
<input type="checkbox"/> Work Performance	30	_____
<input type="checkbox"/> Capacity to Perform	20	_____
<input type="checkbox"/> Proposed Cost	20	_____
Total Score	100	_____

Exhibit C: Required RFP Forms

Cost of Services: Infrastructure

Please indicate **No Cost Proposal** if your firm is not proposing for the services specified on this Cost of Services page.

Maximum amount of grant funds firm is able and/or willing to manage: \$ _____

INFRASTRUCTURE		
Potential Grant Award Amount	Cost of Services (maximum)	% of Profit
\$1 million		
\$10 million		
\$50 million		
\$100 million		

Insert System for Award Management (SAM) record search for company name and company principal.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate)

3 Name of local government officer about whom the information is being disclosed.

 Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

 Signature of vendor doing business with the governmental entity

 Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Certification Regarding Lobbying

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Printed Name and Title of Contractor's Authorized Official

Date

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Approved by OMB
0348-0046

(To be completed by awarded vendor)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____

My address _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Exhibit D: REQUIRED CONTRACT PROVISIONS

2 CFR 200.326 Contract provisions. The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

All Contracts

THRESHOLD	PROVISION	CITATION
>\$150,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.	2 CFR 200 APPENDIX II (B)
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F)
None	Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
None	Records of non-Federal entities. The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas General Land Office (GLO), and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.	2 CFR 200.336
None	Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:	2 CFR 200.333

	<p>(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.</p> <p>(b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.</p> <p>(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.</p> <p>(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.</p> <p>(e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.</p> <p>(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).</p> <p>(1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.</p> <p>(2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.</p>	
None	<p>Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.</p> <p>(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p>(b) Affirmative steps must include:</p> <p>(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;</p> <p>(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;</p> <p>(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;</p>	2 CFR 200.321

	<p>(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;</p> <p>(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and</p> <p>(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.</p>	
None	<p>Verification No Boycott Israel. As required by Chapter 2270, Government Code, CONTRACTOR hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.</p>	<p>Texas Government Code 2270.002</p>
None	<p>Foreign Terrorist Organizations. Pursuant to Chapter 2252, Texas Government Code, [Company] represents and certifies that, at the time of execution of this Agreement neither [Company], nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.</p>	<p>Texas Government Code 2252.152</p>
Option Contract Language for contracts awarded prior to Grant Award	<p>The contract award is contingent upon the receipt of CDBG-DR funds. If no such funds are awarded, the contract shall terminate.</p>	<p>Optional</p>

EO Clause for Construction Contracts > \$10K including administration & engineering contracts associated with construction contracts

THRESHOLD	PROVISION	CITATION
<p>>\$10,000</p>	<p>Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."</p> <p>41 CFR 60-1.4 Equal opportunity clause.</p> <p>(b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</p> <p>The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</p> <p>During the performance of this contract, the contractor agrees as follows:</p> <p>(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:</p> <p>Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.</p> <p>(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.</p> <p>(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to</p>	<p>41 CFR §60-1.4(b) and 2 CFR 200 APPENDIX II (C)</p>

individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules,

regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

(d) Inclusion of the equal opportunity clause by reference. The equal opportunity clause may be included by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Director of OFCCP may designate.

(e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.

(f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.

[80 FR 54975, Sept. 11, 2015]

THRESHOLD	PROVISION	CITATION
>\$2,000	<p><i>Compliance with the Davis-Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5) and with the Copeland "Anti-Kickback" Act (18 U.S.C. 874; 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3):</i></p> <p>Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.</p>	2 CFR 200 APPENDIX II (D)
>\$100,000	<p>Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.</p>	2 CFR 200 APPENDIX II (E)
>\$150,000	<p>Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).</p>	2 CFR 200 APPENDIX II (G)
>\$100,000	<p>Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or</p>	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303

	<p>employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.</p>	
<p>>\$100,000</p>	<p>All Section 3 covered contracts shall include the following clause (referred to as the Section 3 clause):</p> <p>A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.</p> <p>B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.</p> <p>C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.</p> <p>D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.</p> <p>E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.</p> <p>F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.</p> <p>G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i)</p>	<p>24 CFR §135.38</p>

	<p>preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).</p>	
	<p>A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.</p> <p>[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]</p>	<p>2 CFR 200 APPENDIX II (J)</p>
	<p>Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.</p>	<p>42 U.S.C. 6201</p>

16. Discussion/Action to approve Final Draft Request for Proposal (RFP) for Management Services for Caldwell County Hazard Mitigation Projects/Funding. Following approval of RFP final draft, RFP advertisement will be conducted on November 15th, 2018 and submission deadline of proposals is November 26th, 2018. **Cost: None; Speaker: Judge Schawe / Danie Blake; Backup: 25.**

Commissioners Court-Tuesday, November 13, 2018
County Purchasing Department
RFP (Request for Proposal) Management Services on Hazard Mitigation Funding

Discussion Items:

The County Purchasing Department is requesting approval of the final draft Request for Proposal (RFP) for management services for Caldwell County Hazard Mitigation funding opportunities. Caldwell County is wanting to seek funding for eligible activities under the following programs:

- Hazard Mitigation Grant Program
- Pre-Disaster Mitigation Grant Program
- Flood Mitigation Assistance Grant Program
- Other mitigation funding sources available to assist Caldwell County in disaster recovery

In addition, if Commissioner's Court approves the RFP final draft, the RFP will be put out for advertisement on November 15th, 2018. The deadline of submission of proposals will be November 26th, 2018 at 2:00 pm.

Notable Budget Items: None at this time

Recommendation to Commissioner's Court:

County Purchasing Department respectfully recommends the following:

Approve Purchasing Agent request to accept final draft RFP for management services for Caldwell County Hazard Mitigation funding opportunities.

Department Head Signature:



Request for Proposal (RFP) for Management Services - Cover Letter

11/15/2018

Re: Proposed Hazard Mitigation Funding

Dear Service Providers:

Attached is a copy of the County's Request for Proposals for pre-award and post-award management services for hazard mitigation contract(s), if awarded, from the Texas Division of Emergency Management (TDEM), Texas Water Development Board (TWDB) or other funding sources.

Caldwell County is considering applying for funding of eligible activities under the following programs:

- o Hazard Mitigation Grant Program (HMGP)
- o Pre-Disaster Mitigation Grant Program (PDM)
- o Flood Mitigation Assistance Grant Program (FMA)
- o Other mitigation funding sources used in conjunction with the programs above

Multiple contracts may be awarded as a result of this solicitation.

The submission requirements for this proposal are included on the attached Request for Proposal (RFP) form. Please submit a proposal of services and statement of qualifications to:

Danielle Blake, Purchasing Agent
110 S. Main St., Rm. 302
Lockhart, TX 78644

The deadline for submission of proposals is November 26th, 2018 at 2:00 p.m. The County reserves the right to negotiate with any and all persons or firms submitting proposals.

Caldwell County is an Affirmative Action/Equal Opportunity Employer. The County reserves the right to negotiate with any and all individuals or firms that submit proposals, as per the Texas Professional Services Procurement Act and the Uniform Grant and Contract Management Standards. Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and labor surplus area firms are encouraged to submit proposals.

Sincerely,

Ken Schawe, Caldwell County Judge

RFP for Management Services

Caldwell County is seeking proposals from competent service provider(s) to assist with pre-award and post-award management in support of eligible mitigation activities (see Section II) if funded under one or more of the following programs:

- Hazard Mitigation Grant Program (HMGP)
- Pre-Disaster Mitigation Grant Program (PDM)
- Flood Mitigation Assistance Grant Program (FMA)
- Other related mitigation funding sources, if not separately procured

The following outlines the request for proposals. Note, "application" and "award" in this RFP refer to a subapplication submitted to the funding agency and a subaward granted by the funding agency. **Any work done prior to the award of a Management Services Agreement is considered "at risk" and the County is under no obligation to fund or pay for such work.**

I. Scope of Work –The service provider(s) is to provide application and contract-related management services including but not limited to the following areas:

a. Mitigation Projects—Construction (other than Property Acquisition/Structure Demolition, Structure Elevation, and Reconstruction)

Pre-Award*—(services associated with developing and requesting funding assistance), including:

- Application Development including Scope of Work (SOW), budget, and schedule
- Coordinate Responses to funding agency requests for information (RFI)
- Provide assistance regarding feasibility and effectiveness
- Coordinate Benefit-Cost Analysis (BCA) with engineer or local staff
- Gather preliminary Environmental and Historic Preservation Review (EHP) data
- Workshops and meetings related to the development and submission of the application
- Public outreach, if applicable (e.g. advertising, public meetings)
- Such other work as may reasonably be associated with pre-award support of Mitigation Projects

Management Activities - (services associated with administering funding assistance), including but not limited to:

- Record keeping and financial management
- Geocoding mitigation projects identified for further review by funding agency
- Delivery of technical assistance (e.g., plan reviews, BCA reviews, EHP data gathering, appraisal coordination, outreach, training) to support the implementation of mitigation activities
- Managing awards (e.g., quarterly reporting, reimbursement requests, closeout)
- Technical monitoring (e.g., site visits, technical meetings)
- Project Monitoring: monitor and evaluate the progress of the mitigation activity in accordance with the approved SOW and budget, administrative requirements of 2 CFR Part 200, applicable State requirements
- Such other work as may reasonably be associated with Management Activities in support of Mitigation Projects
- Project closeout in accordance with 2 CFR Sections 200.343 and 200.344. The project file should document that:
 - The approved SOW was fully implemented
 - All obligated funds were liquidated and in a manner consistent with the approved SOW
 - All EHP compliance grant conditions were implemented and documented as required
 - The project was implemented in a manner consistent with the Federal award or subaward agreement
 - The pass-through entity submitted the required quarterly financial and performance reports
 - The Federal award and subaward were closed out in accordance with the provisions outlined in Part VI, E and F (subaward and Federal award closeout)

**Pre-Award costs to be reimbursed by FEMA must have been incurred after the date of declaration (HMGP) or grant opening announcement (FMA or PDM). Pre-award management costs count towards the limit for subrecipient management costs. Pre-award costs must be identified as separate line items in the cost estimate*

of the application. Costs associated with implementation of the activity but incurred prior to Federal award or final approval are not eligible. If an award is not made, Pre-award costs will not be reimbursed by FEMA. Pre-award costs are reimbursed when the project is approved and funded.

Note: Projects with specialized or complex technical information such as a drainage project may include two phases. Phase 1 will be for developing Hydrologic and Hydraulics Studies, feasibility studies, and other technical studies. After Phase 1 deliverables have been developed and analyzed, a new BCA will be performed and any necessary changes will be made in the Scope of Work and Budget. When Phase 1 deliverables have been approved by TDEM and FEMA, the balance of Management Activities outlined above will be followed.

b. Mitigation Projects—Property Acquisition/Structure Demolition, Structure Elevation, and Reconstruction

Pre-Award*– (services associated with developing and requesting funding assistance) The service provider(s) will be responsible for meeting the requirements and timeframes in 44 CFR Section 80.13 and for providing the information that is necessary for the County, State, and FEMA to determine the eligibility of the project as described in the subapplication requirements. The subapplication must contain property and project information, including the project description and Environmental Planning and Historic Preservation (EHP) information. FEMA may request additional information after the subapplication has been submitted to ensure that all necessary information is received. Services include:

- Application Development and Submission– basic project information gathering (identifying latitude/longitude for each location, obtaining signed Voluntary Participation Agreement (VPA) forms, obtaining signed Duplication of Benefits Affidavit, photos for each location from all four sides, photos of outbuildings of properties to be acquired, maps for each location); hazard information gathering; property inventory; alternative solution development; basic property appraisal determinations; developing project scope of work, cost estimates and schedules
- Act as liaison between State, FEMA, and project engineer
- Provide advice regarding feasibility and effectiveness
- Coordinate Benefit-Cost Analysis (BCA)**
- Gather preliminary Environmental and Historic Preservation Review (EHP) data
- Workshops and meetings related to the development and submission of the application
- Public outreach (e.g. advertising, neighborhood meetings, household meeting)
- Initial structure elevation for elevations and reconstructions
- Such other work as may reasonably be associated with pre-award support of Mitigation Projects

Management Activities – (services associated with administering funding assistance), including but not limited to:

- Coordinate title clearance
- Coordinate and document the Statement of Voluntary Participation
- Coordinate Final Mitigation Offer: inform each property owner in writing of the market value (pre-event or current) of the property and the method used to determine the final Mitigation Offer.
- Verify that all required subaward activities have been accomplished in accordance with all programmatic guidance and proper grants management practices and 44 CFR Section 80.21, that all properties identified in the subapplication have been acquired, and that the Model Deed Restriction language was recorded with each corresponding deed.
- The successful respondent(s) shall provide the following property information:
 - A photograph of the property site after project implementation
 - A copy of the recorded deed and attached deed restrictions for each property
 - Latitude and longitude coordinates of the property, if not already gathered under the Pre Award activity
 - A signed Statement of Voluntary Participation from the owner of each property identified in the subaward SOW (see Addendum Part A.6.5.1), if not already gathered under the Pre-Award activity
 - For each property identified in the FEMA Repetitive Loss database, a completed FEMA Form AW-501 documenting the completion of mitigation on the repetitive loss property is required.
 - Final Elevation Certificate for elevations and reconstructions
- Record keeping and financial management
- Geocoding mitigation projects identified for further review by FEMA

- Delivery of technical assistance (e.g., plan reviews, BCA reviews**, EHP data gathering, appraisal coordination, planning workshops, training) to support the implementation of mitigation activities
- Managing awards (e.g., quarterly reporting, reimbursement requests, closeout)
- Technical monitoring (e.g., site visits, technical meetings)
- Post-Award public outreach
- Project closeout
- Such other work as may reasonably be associated with Management Activities in support of Mitigation Projects

**Pre-Award costs to be reimbursed by FEMA must have been incurred after the date of declaration (HMGP) or grant opening announcement (FMA or PDM). Pre-award management costs count towards the limit for subrecipient management costs. Pre-award costs must be identified as separate line items in the cost estimate of the application. Costs associated with implementation of the activity but incurred prior to Federal award or final approval are not eligible. If an award is not made, Pre-award costs will not be reimbursed by FEMA. Pre-award costs are reimbursed when the project is approved and funded.*

***For the purposes of this RFP, assume all parcels are located within the Special Flood Hazard Area (SFHA) and/or come under the threshold amounts of \$276,000 for acquisitions and \$175,000 for elevations and are deemed cost-effective.*

II. Eligible Activities by program

Services under this RFP may include any or all of the following activities:

Eligible Activities	HMGP	PDM	FMA
Property Acquisition and Structure Demolition	√	√	√
Property Acquisition and Structure Relocation	√	√	√
Structure Elevation	√	√	√
Mitigation Reconstruction	√	√	√
Dry Floodproofing of Historic Residential Structures	√	√	√
Dry Floodproofing of Non-residential Structures	√	√	√
Generators	√	√	
Localized Flood Risk Reduction Projects	√	√	√
Non-Localized Flood Risk Reduction Projects	√	√	
Structural Retrofitting of Existing Buildings	√	√	√
Non-structural Retrofitting of Existing Buildings and Facilities	√	√	√

Eligible Activities	HMGP	PDM	FMA
Safe Room Construction	√	√	
Wind Retrofit for One- and Two-Family Residences	√	√	
Infrastructure Retrofit	√	√	√
Soil Stabilization	√	√	√
Wildfire Mitigation	√	√	
Post-Disaster Code Enforcement	√		
Advance Assistance	√		
5 Percent Initiative Projects*	√		
Aquifer and Storage Recovery**	√	√	√
Flood Diversion and Storage**	√	√	√
Floodplain and Stream Restoration**	√	√	√
Green Infrastructure**	√	√	√

III. **Statement of Qualifications** - The County is seeking to contract with well-qualified service provider(s) experienced in grants/contracts application and management. Please provide the following information:

- A brief history of the proposing entity, including general background, knowledge of and experience working with relevant agencies
- Related experience in applying for and managing federally-funded construction projects.
- A description of work performance and experience with mitigation programs including HMGP, PDM, and/or FMA including a list of at least three references from past local government, private non-profit, or Tribal client
- A description of the service provider's capacity to perform the requested scope of work as well as resumes of all employees who will or may be assigned to provide services if your firm is awarded a contract through this solicitation.
- A statement substantiating the service provider's resources and the ability to carry out the scope of work requested in a timely manner.

IV. **Proposed Cost of Services** – Services under this RFP may include any or all of the eligible activities listed in Section II. In order to establish a basis for cost comparison, provide a firm fixed-price cost proposal for each of the currently proposed project(s) described below. Cost proposals must be submitted using the table below and will be evaluated against each other, relative to the initial project cost estimates. Cost proposals should include any additional services required to implement the currently proposed project(s) described below.

The proposal must include all costs that are necessary to successfully complete these activities. The County will consider dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises. Contract pricing for services under this RFP will be adjusted if final project cost estimates differ from the current estimate. Please note that the lowest/best bid will not be used as the sole basis for entering into this contract.

Profit (either % / actual cost) must be identified and negotiated as a separate element of the price of the contract. To comply, the respondent must disclose and certify in its proposal the percentage of profit being used.

Currently Proposed Projects

To be completed by the County:		To be completed by Service Provider:	
<i>Project Activity</i>	<i>Description (size, # of units, budget estimate, etc.)</i>	<i>Proposed Pre-Award Cost (\$)</i>	<i>Proposed Post-Award Cost (\$)</i>
Street Improvement			
Drainage			

Percentage of Profit: _____ (please indicate if profit varies by Project Activity)

V. Evaluation Criteria - The proposal received will be evaluated and ranked according to the following criteria and using the rating sheet enclosed as Exhibit A:

<u>Criteria</u>	<u>Maximum Points</u>
Experience	40
Work Performance	30
Capacity to Perform	10
Proposed Cost	20
Total	100

VI. Submission Requirements

- **Proposals must include services for all applicable programs.**
- **A statement of conflicts** (if any) the proposing entity or key employees may have regarding these services.
- **System for Award Management.** Consultant/Firm is not debarred or suspended from either the Excluded Parties List System (EPLS) in the System for Award Management (SAM) or the State of Texas Comptroller Debarred Vendor List. Include verification that your company as well as the company's principal is not listed (is not debarred) through the System for Award Management (www.SAM.gov). Enclose a print out of the search results that includes the record date.
- **Form CIQ**, enclosed in Exhibit B. Texas Local Government Code chapter 176 requires that any vendor or person who enters or seeks to enter into a contract with a local government entity

disclose in the Questionnaire Form CIQ the vendor or person's employment, affiliation, business relationship, family relationship or provision of gifts that might cause a conflict of interest with a local government entity. Questionnaire form CIQ is included in the RFP and must be submitted with the response.

- **Certification Regarding Lobbying**, enclosed in Exhibit B. Certification for Contracts, Grants, Loans, and Cooperative Agreements is included in the RFP and must be submitted with the response.
- **Form 1295**, enclosed in Exhibit B. Effective January 1, 2016, all contracts and contract amendments, extensions, or renewals executed by the Commissioners Court will require the completion of Form 1295 "Certificate of Interested Parties" pursuant to Government Code § 2252.908. Form 1295 must be completed by awarded vendor at time of signed contract submission. Form 1295 is included in this RFP for your information.
- **Required Contract Provisions**. Applicable provisions enclosed in Exhibit C must be included in all contracts executed as a result of this RFP.

VII. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. Small and minority businesses, women's business enterprises, and labor surplus area firms are encouraged to participate in this RFP. If the awarded vendor is a prime contractor and may use subcontractors, the following affirmative steps are required of the prime contractor:

- 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

VIII. Deadline for Submission – Proposals must be received no later than November 26th, 2018 at 2:00 p.m.

Please submit one digital copy of your proposal to Danielle.blake@co.caldwell.tx.us and k.schawe@co.caldwell.tx.us and 3 hard copies to the following address:

Danielle Blake, Purchasing Agent
110 S. Main St. Rm. 302
Lockhart, TX 78644

Exhibit A Management Rating Sheet

Sub-grantee _____

Date of Rating _____

Name of Respondent _____

Evaluator's Name _____

Experience -- Rate the respondent for experience in the following areas:

	<u>Max.Pts.</u>	<u>Score</u>
Comments:		
Subtotal, Experience	40	

Work Performance

	<u>Max.Pts.</u>	<u>Score</u>
Comments:		
Subtotal, Performance	30	

NOTE: Information necessary to assess the respondent on these criteria should be gathered by contacting past/current clients.

Capacity to Perform

	<u>Max.Pts.</u>	<u>Score</u>
Comments:		
Subtotal, Capacity to Perform	10	

Proposed Cost

	<u>Max.Pts.</u>	<u>Score</u>
Comments:		
Subtotal, Proposed Cost	20	

TOTAL SCORE

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
<input type="checkbox"/> Experience	40	
<input type="checkbox"/> Work Performance	30	
<input type="checkbox"/> Capacity to Perform	10	
<input type="checkbox"/> Proposed Cost	20	
Total Score	100	

Exhibit B: Required RFP Forms

Insert System for Award Management (SAM) record search for company name and company principal.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.008(a-1), Local Government Code.
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Certification Regarding Lobbying

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Printed Name and Title of Contractor's Authorized Official

Date

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Exhibit C: REQUIRED CONTRACT PROVISIONS

2 CFR 200.326 Contract provisions. The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

All Contracts

THRESHOLD	PROVISION	CITATION
>\$150,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.	2 CFR 200 APPENDIX II (B)
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F)
None	Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
None	Records of non-Federal entities. FEMA, Inspectors General, the Comptroller General of the United States, the Texas Division of Emergency Management (TDEM), Texas Water Development Board (TWDB), and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.	2 CFR 200.336
None	Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:	2 CFR 200.333

	<p>(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.</p> <p>(b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.</p> <p>(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.</p> <p>(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.</p> <p>(e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.</p> <p>(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).</p> <p>(1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.</p> <p>(2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.</p>	
None	<p>Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.</p> <p>(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p>(b) Affirmative steps must include:</p> <p>(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;</p> <p>(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;</p> <p>(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;</p>	2 CFR 200.321

	<p>(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;</p> <p>(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and</p> <p>(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.</p>	
None	Firm shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.	DHS Standard Terms and Conditions
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of HMGP/PDM/FMA funds. If no such funds are awarded, the contract shall terminate.	Optional

EO Clause for Construction Contracts > \$10K including administration & engineering contracts associated with construction contracts

THRESHOLD	PROVISION	CITATION
<p>>\$10,000</p>	<p>Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."</p> <p>41 CFR 60-1.4 Equal opportunity clause.</p> <p>(b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</p> <p>The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</p> <p>During the performance of this contract, the contractor agrees as follows:</p> <p>(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:</p> <p>Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.</p> <p>(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.</p> <p>(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to</p>	<p>41 CFR §60-1.4(b) and 2 CFR 200 APPENDIX II (C)</p>

individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules,

regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

(d) Inclusion of the equal opportunity clause by reference. The equal opportunity clause may be included by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Director of OFCCP may designate.

(e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.

(f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.

[80 FR 54975, Sept. 11, 2015]

THRESHOLD	PROVISION	CITATION
>\$2,000	<p><i>Compliance with the Davis-Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5) and with the Copeland "Anti-Kickback" Act (18 U.S.C. 874; 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3):</i></p> <p>Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.</p>	<p>2 CFR 200 APPENDIX II (D) *Note: PA and HMGP do not require these clauses</p>
>\$100,000	<p>Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.</p>	<p>2 CFR 200 APPENDIX II (E)</p>
>\$150,000	<p>Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).</p>	<p>2 CFR 200 APPENDIX II (G)</p>
>\$100,000	<p>Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or</p>	<p>2 CFR 200 APPENDIX II (I) and 24 CFR §570.303</p>

	<p>employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.</p>	
	<p>A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.</p> <p>[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]</p>	<p>2 CFR 200 APPENDIX II (J)</p>
	<p>Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.</p>	<p>42 U.S.C. 6201</p>

17. Discussion/Action to approve Final Draft of Request for Qualifications (RFQ: 18CCP01A) for the TCEQ-LID 319 Grant - Construction Manager at Risk Project. Succeeding approval of final draft, Purchasing Agent will notify the public of RFQ:18CCP01A. All statements of qualifications will be submitted to the Purchasing Agent no later than the deadline of November 28, 2018 at 2:00 p.m. **Cost: None; Speaker: Judge Schawe / Danie Blakef; Backup: 35.**

Commissioners Court-Tuesday, November 13th, 2018
County Purchasing Department
TCEQ-LID 319 Construction Manager at Risk RFQ: 18CCP01A

Discussion/Action Items:

The County Purchasing Department is requesting approval on Final Draft of RFQ: 18CCP01A for the Construction Manager at Risk on the TCEQ 319 Permeable Paver Parking Lot Project. Once approved by Commissioner's Court, the Purchasing Agent will notify the public for advertising. The advertising will be placed in the Austin Statesman, Lockhart Post, Luling Newsboy, and the county website. All statements of qualifications will be submitted to the county on the deadline of Nov. 28, 2018.

Notable Budget Items: None at this time

Recommendation to Commissioner's Court:

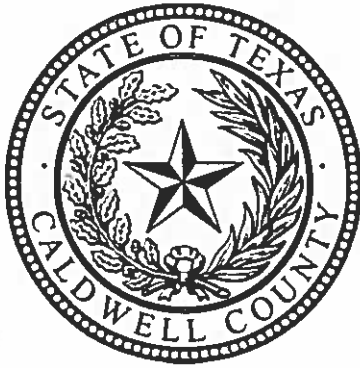
County Purchasing Department respectfully recommends the following:

**Approve the Purchasing Dept. request to approve the Final Draft of RFQ:
18CCP01A for the TCEQ Permeable Paver Parking Lot and approval to notify the public.**

Department Head Signature: James Blake 11/5/18

REQUEST FOR QUALIFICATIONS FOR
CONSTRUCTION MANAGER AT RISK

CALDWELL COUNTY
TCEQ 319 GRANT – PERMEABLE PAVER PARKING LOT
RFQ No.: 18CCP01A



RFQ RESPONSES MUST BE RECEIVED ON OR BEFORE:
November 28, 2018 at 2:00 PM

NOTE: Qualifications must be time stamped at Caldwell County Purchasing Office on or before the hour and date specified for receipt of qualifications.

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REQUEST FOR QUALIFICATIONS FOR

CONSTRUCTION MANAGER AT RISK

CALDWELL COUNTY COMMUNICATIONS, TCEQ 319 GRANT JUSTICE CENTER
PERMEABLE PAVER PARKING LOT
RFQ No.: 18CCP01A

1.0 INTRODUCTION

1.1 Objective

Caldwell County ("County") is planning the design and construction of the TCEQ 319 Grant Justice Center Permeable Paver Parking Lot ("Project") utilizing the design and construction services. Successful completion of this project will provide Caldwell County with sufficient parking spaces located at the Caldwell County Justice Center, for the rapidly growing county.

It is the practice of Caldwell County to encourage local participation and to promote and encourage contracting and subcontracting opportunities for Locally Owned Businesses and labor in all contracts. Accordingly, the Construction Manager at Risk Contractor will be required to outline a local participation plan and documentation thereof.

1.2 Background

Caldwell County will implement low impact development (LID) best management practices (BMP) at the Caldwell County Justice Center as an adaptive management strategy of the Plum Creek Watershed Protection Plan (WPP) for reducing urban nonpoint runoff and improving water quality in Plum Creek. Plum Creek (Assessment Unit 1810_01), which receives runoff from the project area, is listed in the *2012 Texas Integrated report of Surface Water Quality* as impaired for bacteria, and has concerns for dissolved oxygen and nitrate.

1.3 Definitions and Special Concerns

As used in this RFQ, the terms below have the meanings set forth:

- 1.3.1 "Contract" means the contract between the County and the Contractor for the Construction Manager at Risk for TCEQ 319 Grant Caldwell County Justice Center Permeable Paver Parking Lot.
- 1.3.2 "Contractor" means the partnership, corporation, or other legal entity or team which the County contracts for the TCEQ 319 Grant Caldwell County Justice Center Permeable Paver Parking Lot that is qualified to engage in building construction in Texas.
- 1.3.3 "Design Criteria Package" means a set of documents that provides information to Respondents to permit design and construction firm to prepare a response to the County's RFQ. The design criteria package specifies criteria the County considers necessary to describe the project in appropriate detail to allow the Respondents to adequately respond.
- 1.3.4 "Construction Manager at Risk Statute" means a sole proprietorship, partnership, corporation, or other legal entity that assumes the risk for construction, rehabilitation, alteration, or repair of a facility at the contracted price as a general contractor and provides consultation to the governmental

entity regarding construction during and after the design of the facility. The contracted price may be a guaranteed maximum price.

- 1.3.5 "Construction Manager at Risk Statute" means Texas Government Code Chapter 2269, Subchapter F.
- 1.3.6 The characteristics of this project will require a high degree of cooperation and coordination between the County, the authorities having jurisdiction, the Architectural Firm and the Construction Manager at Risk.

2.0. **NOTICE TO RESPONDENTS**

2.1 **General**

The County is accepting Statement of Qualifications ("SOQ's") from firms interested in performing Construction Manager at Risk related to the Project, pursuant to the Construction Manager at Risk Statute, and in accordance with the terms, conditions and requirements set forth in this Request for Qualifications ("RFQ"). This RFQ is intended to provide sufficient information for interested parties to prepare and submit SOQ's for consideration by the County.

RESPONDENTS ARE CAUTIONED TO READ THE INFORMATION CONTAINED IN THIS RFQ CAREFULLY AND TO SUBMIT A COMPLETE RESPONSE TO ALL REQUIREMENTS AND QUESTIONS AS DIRECTED.

2.2 **Application**

These standard terms and conditions shall apply to all County of Caldwell (hereafter "County") solicitations and procurements, unless specifically accepted in the solicitation specifications.

2.3 **Requirements**

By submitting a statement of qualification, the respondent agrees to provide the County of Caldwell with the specified goods or services described in the solicitation in accordance with these standard terms and conditions, at the agreed upon bid price and in compliance with the stated specifications and any subsequent addendums issued prior to the date of the bid opening.

2.4 **Legal Compliance**

Bidder must comply with all Federal, State and Local laws, statutes, ordinances, regulations and standards in effect at the time of delivery of goods and services, and must maintain any and all required licenses and certificates required under the same laws, statutes, ordinances, regulations and standards for services and/or goods provided in response to this solicitation.

2.5 **Right to Refuse Submission**

The County reserves the right to refuse any and/or all parts of any and or/all statements of qualifications and to waive formalities in the best interest of the County. Caldwell County does not discriminate on the basis of race, color, national origin, sex, religion, and age or disability status in employment, procurement or provisions of service.

2.6 **Modifications and Addendums**

The County shall have the right to modify any of the solicitation documents prior to submission deadline and will endeavor to notify potential bidders, but failure to notify shall impose no liability or obligation on the County. All modifications and addendums must be in written form prepared by the County department issuing the solicitation. Bidders are responsible for incorporating any and all modifications and addendums into their bid responses.

2.7 Interpretation of Solicitation Documents

The County is the final judge of the meaning of any word(s) sentences, paragraphs or other parts of the solicitation documents. Bidders are encouraged to seek clarification, before submitting a bid, of any portion of the bid documents that appears to be ambiguous, unclear, inconsistent, or otherwise in error. Clarifications will be in writing.

2.8 Late Responses to Request For Qualifications

Bids must be received in the Purchasing Office by the time specified in the solicitation. The County will not accept late bids and is not responsible for the lateness or non-delivery of bids by the Postal Service or any private delivery firm. The time/date stamp in the Purchasing Office shall be the official time of receipt.

2.9 Minor Irregularities

The County reserves the right to waive any minor irregularities that do not materially affect the scope or pricing of submitted bids.

2.10 Alterations of Bids

Alterations may be made before the bid opening, but must be initialed by the bidder guaranteeing authenticity. After the official bid opening, bids may not be amended or altered without the recommendation of the Purchasing Agent and the approval of the Commissioner's Court.

2.11 Withdrawal of Bids

Bidders may withdraw any submitted bids prior to the bid submission deadline. Bidders may not withdraw once the bids have been publicly opened, without the approval of the County's Purchasing Agent. Bidders will be allowed to withdraw bids that contain substantial mathematical errors in extension. However, once a bid has been withdrawn, it can no longer be considered.

2.12 Disqualification of Bidder

The County may disqualify bidders, and their bids not be considered, for any of the following reasons: Collusion among bidders; Bidder's default on an existing or previous contract with the County, including failure to deliver goods and/or services of the quality and price bid; Bidder's lack of financial stability; any factor concerning the bidder's inability to provide the quantity, quality, and timeliness of services or goods specified in the solicitation; bidder involved in a current or pending lawsuit with the County; bidder's attempt to influence the outcome of the solicitation through unauthorized contact with County officials outside of those listed in the solicitation documents; and bidder's attempt to offer gifts, gratuities, or bribes to any County employee or elected official in connection with a solicitation.

2.13 Cost of Bid

The cost of submitting bids shall be borne by the bidders, and the County will not be liable for any costs incurred by a bidder responding to this solicitation.

2.14 Taxpayer Identification

Bidders must provide the County with a current W-9 "Request for Taxpayer Identification and Certification" before goods or services can be procured from the bidder.

2.15 Taxes

The County is exempt from all federal excise taxes and all state and local sales and use taxes. If such taxes are listed on a bidder's invoice, they will not be paid. Additionally, bidders cannot use the County's tax exemption status to purchase goods or services related to this solicitation.

- 2.16 Payment**
Payment will be made after receipt of all invoiced services. Bidder will be paid within thirty days of date invoice is received.
- 2.17 Outstanding Liabilities**
Bidders shall not have outstanding, unpaid liabilities owed to the County. Liabilities may include, but are not limited to, property taxes, hotel occupancy taxes, and license or permit fees. Bids will be considered non-responsible and not given further consideration if submitted by a bidder with such outstanding liabilities.
- 2.18 Offset**
The County may, at its option, offset any amounts due and payable under a contract award under this solicitation against any debt lawfully due the County from a vendor, whether or not the amount due arises pursuant to the terms of the contract and whether or not the debt has been reduced to judgment by a court.
- 2.19 Independent Contractors**
It is expressly agreed and understood by both parties that the County is contracting with the successful bidder as an independent contractor. The County shall not be liable for any claims which may be asserted by any third party occurring in connection with services performed by the successful bidder, and the successful bidder has no authority to bind the County.
- 2.20 Governing Law**
All bids submitted in response to this solicitation and any resulting contract shall be governed by, and construed in accordance with the laws and court decisions of the State of Texas.
- 2.21 Controlling Document**
In the case of a discrepancy between this solicitation and the formal contract, the formal contract will prevail and control.
- 2.22 Assignment**
Bidder shall not assign, transfer, or pledge a contract awarded under this solicitation, in whole or in part, without the prior written consent of the County's Purchasing Agent. Assignment of this contract, if approved by the County, shall not relieve the bidder's obligations under the contract. Approval by the County of one assignment shall not constitute approval of any future assignment of the contract.
- 2.23 Termination**
If an awarded bidder fails in any manner to fully perform each and all of the terms, conditions and covenants of a contract awarded by this solicitation, he shall be in default and notice of default shall be given to the bidder by the County's Purchasing Agent. In the event that the contractor continues in default for a period of seven (7) days after receipt of the above-mentioned notice of default, the County may terminate or cancel the contract. The County may also cancel a contract for convenience and without cause with thirty days' notice. In any cancellation of contract, the County will pay the bidder for all goods received and accepted, and for all services provided and accepted up to and including the date of termination.
- 2.24 Indemnification**
Bidder shall defend, indemnify, and hold harmless the County of Caldwell, its officers, agents, employees, appointees and volunteers against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by bidder's breach of any of the terms or provisions of any contract awarded as a result of this solicitation,

or by any negligent or strictly liable act or omission of the bidder, its officers, agents, employees, or Subcontractors, in the performance of an awarded contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the County, its officers, agents or employees, and in the event of joint and concurrent negligence or fault of the bidder and County, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the County under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

2.25 Venue

The obligations of all parties under a contract awarded through this solicitation are performed in Caldwell County, Texas, and if legal action is necessary to enforce same, exclusive venue shall be within Caldwell County, Texas.

2.26 Funding

State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Orders or other obligations that may arise beyond the end of the current fiscal year shall be subject to approval of budget funds.

2.27 Solicitation Results

The County normally posts solicitation results on-line after bids are received and approved in Commissioner's Court. The County's website is www.co.caldwell.tx.us. Results are on the Purchasing Solicitation page, in the same place as the original solicitation documents. Posted results are for informational purposes only, not a notice of award.

2.28 Open Records

Bid pricing is not considered confidential and is open to public inspection. Trade secrets and other material considered confidential by the bidder should be clearly marked as such. If a request is made under the Texas Open Records Act to inspect information designated as a trade secret or confidential in a bid, the County will forward the appropriate documents to the Attorney General of Texas who will contact the bidder to request sufficient written reasons as to why the information should be protected from disclosure. Upon review of the bidder's response, the Attorney General will make a determination as to the confidentiality of the requested material(s), or lack thereof, and the County will respond accordingly.

2.29 Affirmative Action/EOE

Caldwell County is an Affirmative Action/Equal Opportunity Employer and strives to attain goals for Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) as amended.

2.30 Waiver of Formalities

County reserves the right to reschedule, extend, or cancel this RFQ at any time. County reserves the right to reject any or all responses, and to waive formalities or irregularities in connection with this RFQ and may consider submissions not made in compliance with this request for bids if it elects to do so, to the extent permitted by law, although the County will have no obligation for such consideration.

2.31 No Reimbursement for Costs

Respondent acknowledges and accepts that any costs incurred from the Respondent's participation in this RFQ shall be the sole responsibility of the Respondent.

2.32 Public Information

The County is a governmental body subject to the Texas Public Information Act (Chapter 552 of the Texas Government Code). Any information submitted to the County with regard to this RFQ is presumed to be information and available to the public. Any information or materials submitted to County that the Respondent considers confidential, including, but not limited to, financial information, must be clearly marked "CONFIDENTIAL" on each page or portion of a page of material that contains confidential information. If a request is made under the Texas Public Information Act for information marked Confidential, County will endeavor to advise the Respondent of the request in time to file an Open Records decision. If requested by the Respondent, the County will request an Open Records Decision or Ruling from the Texas Attorney General's Office, but the Respondent, at Respondent's sole cost and expense, will be responsible for asserting any appropriate exceptions to disclosure and providing any information, at the Respondent's expense, to support the Respondent's position. The County will abide by the decision of the Texas Attorney General.

2.33 **Submittal Location/Deadline**

Bids can be mailed to:

Danie Blake
Caldwell County Purchasing Department
110 S Main Street, Rm 302
Lockhart, Texas 78602

Bids can be hand delivered to:

Danie Blake
Caldwell County Purchasing Department
110 S. Main Street, Rm 302
Lockhart, TX 78602

Deadline: 2:00 p.m. Central Time on December 7th, 2018

2.34 **Contacts**

Any questions or concerns regarding this Request for Qualifications shall be directed via email to:

Danie Blake, Purchasing Agent
Caldwell County Purchasing Department
Phone: (512) 359-4685
Email: Danielle.blake@co.caldwell.tx.us

The County specifically requests that respondents restrict all contact and questions regarding this RFQ to the above named individual. Respondents are prohibited from directly or indirectly communicating with County Commissioner Court members and are prohibited from contacting County staff members regarding their qualifications or the award of a contract, unless in response to an inquiry from a staff or committee member. Any violation will result in immediate disqualification of the respondent from the selection process.

2.35 **Inquiries and Interpretations**

Inquiries regarding this RFQ must be submitted via email to the contacts identified in Section 2.34, and must be received by 5:00 p.m. Central Time on November 23rd, 2018. All inquiries must include contact person, phone number and email address.

Responses to inquiries which materially modify any interpretation or change to this RFQ will be issued by addendum online at www.coc.caldwell.tx.us. It is the obligation of the Respondent to make sure the

Respondent has received all addenda prior to submission of their Response. All addenda issued by the County prior to the SOQ submission deadline shall be considered part of the RFQ and respondents are required to consider and acknowledge receipt of each addendum on the 'Execution of Offer' form submitted with the SOQ.

Only those responses to inquiries which are included in formal written addenda shall be binding. Oral and other interpretations or clarifications will be without legal effect.

2.36 **Contract Award Process**

The County anticipates awarding the Contract to a respondent for the Project following a two-phase procedure. Phase one of the selection process is based on the qualifications of the respondents. The County will evaluate the qualifications of the respondents based on the qualifications criteria set forth below. Cost-related or price-related factors will not be used and should not be submitted by respondents in phase one. As a result of phase one of the selection process, the County will qualify a maximum of five potential respondents for review of the proposals in response to a Request for Proposals ("RFP") as part of phase two of the process. Additionally, if the County chooses to do so, interviews will also be held as part of phase two of the process.

Phase two of the selection process will involve the review of competitive sealed proposals by pre-qualified respondents. All respondents will be asked to submit proposals, including monetary proposals, by a date determined by the County in response to the RFP. Proposals of the respondents pre-qualified in phase one will be opened publicly to identify the names of the respondents. Other contents of the proposals will be afforded security sufficient to preclude disclosure of their contents prior to award. Within 45 days after the date of opening the proposals, the County will evaluate and rank the proposals using the selection criteria contained in the RFP. If the County chooses to conduct interviews as part of phase two, interviews will be held within this time period based on a schedule issued to the pre-qualified respondents by addendum.

After opening and ranking, an award may be made on the basis of the proposals initially submitted, without discussion, clarification or modification, or the County may discuss with the selected respondent offers for cost reduction and other elements of the respondent's proposal. If the County determines that it is unable to reach a contract satisfactory to the County with the selected respondent, the County will terminate discussions with that respondent and proceed to the next respondent in order of selection ranking, and continue in this process until a contract is reached or the County has rejected all proposals. The County will not disclose information from one respondent's proposal to another respondent in conducting such discussions. The County reserves the right to award a contract for all or any portion of the TCEQ 319 Grant Caldwell County Justice Center Permeable Paver Parking Lot Project, award multiple contracts, or to reject any and all proposals if deemed to be in the best interests of the County. The County also reserves the right to re-solicit for proposals if deemed to be in the best interests of the County, and to temporarily or permanently abandon the procurement. If the County awards a contract, it will award the contract to the respondent, whose proposal is the most advantageous to the County and offers the best value, considering price and the evaluation factors set forth in the RFP. After the submission of proposals, and as part of such discussions or negotiations, the County may permit a respondent to revise its proposal in order to obtain the respondent's best and final offer.

2.37 **Type of Contract**

Upon award by the County of a Construction Manager at Risk contract the successful respondent will be required to enter into a contract in a form based on standard Construction Manager at Risk agreements with certain modifications as directed by the County, a copy of which will be made available with issuance of the Request for Proposals. The compensation structure will be based on

negotiated professional service fees and cost of work plus fee and general conditions with a Guaranteed Maximum Price (“GMP”). The County reserves the right to include the respondent’s SOQ or any part or parts of the selected proposal in the final contract.

2.38 Criteria for Qualification

The respondent selected for pre-qualification will be the respondent whose qualifications, as presented in the respondent’s SOQ, are the most advantageous to the County.

A project selection committee composed of County Staff and representatives of the project management team will be participating as evaluators in all phases of this solicitation. In general, the criteria for evaluation of qualifications, and selection of the qualified respondent(s), will be based on the factors summarized below.

More specific evaluation criteria are listed in Section 7.0 of this RFQ.

1.	The respondent’s demonstrated capability and financial resources to perform the work within the time and budget projected.	10 Points
2.	The qualifications and experience of the team members proposed for this project.	15 Points
3.	The respondent’s demonstrated capability in Construction Manager at Risk delivery.	15 Points
4.	The respondent’s demonstrated experience in Construction Manager at Risk service projects as a team.	10 Points
5.	The respondent’s demonstrated experience with government/municipal projects, particularly emergency service facilities.	15 Points
6.	The quality of references from past clients of respondent.	10 Points
7.	The demonstrated ability of the respondent to meet budgets and schedules on past projects.	15 Points
8.	The respondent’s safety record supported by accurate and verifiable data.	10 Points
	Total	100 Points

2.39 Respondent’s Acceptance of Evaluation Method

Submission of an SOQ indicates respondent’s acceptance of the evaluation technique and respondent’s recognition that some subjective judgments must be made by the County’s evaluation team during the assigning of points.

2.40 Acknowledgements

Each respondent, in submitting an SOQ, understands and agrees that this RFQ is predicated on the County’s anticipated requirements for the TCEQ 319 Grant Caldwell County Justice Center Permeable Paver Parking Lot, and that the County has made no representation, written or oral, that any such requirements be furnished under a contract arising in connection with this RFQ. Furthermore, each respondent, in submitting an SOQ, understands and agrees that all costs incurred by the respondent in connection with the two-phase selection process hereunder shall be at the sole risk and responsibility of the respondent.

2.41 Key Events Schedule:

Issue Request for Qualifications	11/14/18
Inquiries Due	11/23/18
Issue Addenda, if any	11/26/18
Receive Statements of Qualifications	11/28/18

Short List Identified/ Issue Request for Proposals	12/09/18
Receive Proposals	14 calendar days after Issuance of RFP
Interviews, if required	TBD
County Approval to Negotiate Contract	TBD

Note: All dates or estimated timelines pertaining to the Request for Proposals (RFP) are subject to change without notice during the duration of this RFQ and evaluation period. The dates and timelines will be determined with the Issuance of the RFP. The intent of this schedule is to notify Respondents that a short turnaround time for the RFP is anticipated.

2.42 Eligible Respondents

Only individual firms or lawfully formed formal business organizations may submit an SOQ, unless the respondent expressly states in writing in the SOQ that, if awarded a contract, it will lawfully form a formal business organization in a timely manner so as not to delay the Project. Any informal associations will be disqualified. This does not preclude a respondent from engaging consultants by contract. The County will contract only with individual firms or formal organizations such as a) joint ventures, b) limited liability corporations, c) partnerships, or d) corporations authorized to do business in the State of Texas.

3.0. SUBMITTAL REQUIREMENTS

3.1 General Instructions

- 3.1.1 Respondents should carefully read the information contained herein and submit a complete response to all requirements and questions as directed.
- 3.1.2 SOQ's and any other information submitted by respondents in response to this RFQ shall become the property of the County.
- 3.1.3 SOQ's which are qualified with conditional clauses, or alterations, or items not called for in the RFQ, or irregularities of any kind are subject to disqualification by the County, at its sole option.
- 3.1.4 Each SOQ should be prepared simply and economically, providing a straightforward, concise description of the respondent's ability to meet the requirements of this RFQ and the potential RFP. Emphasis should be on completeness, clarity of content, responsiveness to the requirements, and an understanding of the County's needs.
- 3.1.5 The County makes no guarantee that an award will be made as a result of this RFQ or any subsequent RFP, and reserves the right to accept or reject any or all SOQ's, waive any informalities or minor technical inconsistencies, or delete any item/requirements from this RFQ or subsequent RFP when deemed to be in the County's best interest. Representations made within an SOQ and any subsequent proposal will be binding on the respondent firms. The County will not be bound to act by any previous communication or information submitted by a respondent.
- 3.1.6 Failure to comply with the requirements contained in this RFQ may result in the rejection of a respondent's SOQ.

3.2 Preparation and Submittal Instructions

- 3.2.1 Each respondent must complete, sign and return the attached Section 5.0, Execution of Offer, as part of its SOQ. The Execution of Offer must be signed by an officer of the respondent's company

authorized to bind the respondent to the statements and representations in the SOQ. Failure to sign and return this form will subject a respondent's SOQ to disqualification.

3.2.2 Each respondent must complete, sign and return the attached Section 6.0, Felony Conviction Notification, as part of its SOQ. The Felony Conviction Notification must be signed by an officer of the respondent's company authorized to bind the respondent to the statements and representations in the SOQ. Failure to sign and return this form will subject a respondent's SOQ to disqualification.

3.2.3 Each respondent must include answers to required questions in the attached Section 7.0, Respondent Questionnaire. It is not necessary for a respondent to repeat the questions in the SOQ; however, it is essential that the respondent reference the question number to each corresponding answer. In cases where a question does not apply or if unable to respond, reference the question number and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Briefly explain the reason for each N/R response.

3.2.4 **Page Size, Binding and Dividers:**
Each SOQ must be typed on letter-size (8-1/2" x 11") paper. The County requests that each SOQ be submitted in a bound format (not a three-ring binder). Do not include preprinted material or other attachments in the SOQ. Sections should be divided by tabs for ease of reference.

3.2.5 **Table of Contents:**
Include with the SOQ a Table of Contents that, minimally, includes tab number references noted in the following table. The first eight (8) tabs of the Table of Contents should correspond to the eight (8) Criteria for Qualification stated in paragraph 2.38 and further detailed in Section 7.0. Tab 9 should contain a completed and executed copy of the 5.0 Execution of Offer Letter and 6.0 Felony Conviction Notification as well as certifications from the firm's insurance and bonding agents.

Tab 1	The respondent's demonstrated capability and financial resources to perform the work within the time and budget projected.
Tab 2	The qualifications and experience of the team members proposed for this project.
Tab 3	The respondent's demonstrated capability in Construction Manager at Risk delivery.
Tab 4	The respondent's demonstrated experience in Construction Manager at Risk projects as a team.
Tab 5	The respondent's demonstrated experience with government/municipal projects.
Tab 6	The quality of references from past clients of respondent.
Tab 7	The demonstrated ability of the respondent to meet budgets and schedules on past projects.
Tab 8	The respondent's safety record supported by accurate and verifiable data.
Tab 9	Execution of Offer Letter, Felony Conviction Notification and Agents Certifications: Signed and Completed Execution of Offer (ref. Section 5) Signed and Completed Felony Conviction Notification (ref. Section 6) Certifications Bonding Agent Letter (ref. paragraphs 3.3) Insurance Agent Letter (ref. paragraphs 3.3)

3.2.6 **Pagination:**
All pages of the SOQ should be numbered sequentially in Arabic numerals (1, 2, 3, etc.) or by section (1-1, 1-2, etc.). Attachments should be numbered or referenced separately.

3.2.7 Number of Copies:
Submit one (1) original and seven (7) complete copies of the entire SOQ with one (1) complete consolidated electronic copy of files in PDF format. An original signature must appear on the Execution of Offer (ref. Section 5.0) and Felony Conviction Notification (ref. Section 6.0) of the Original, which should be distinctly identified.

3.2.8 Submission

- 3.2.8.1. Qualification materials shall be enclosed in a sealed, opaque envelope, box or container addressed to the location identified in Section 2.3.3. The package must clearly identify the RFQ number, the submittal deadline and the name, email address, phone number and return address of the Respondent.
- 3.2.8.2. Properly submitted Qualifications will not be returned to Respondents.
- 3.2.8.3. Late Qualifications will not be considered under any circumstances and will not be returned to the Respondent. If the Respondent wishes to pick up the Qualifications, the Respondent may do so at the Purchasing Department within 24 hours of the submittal deadline.
- 3.2.8.4. Telephone, facsimile or e-mail submission of Qualifications is not acceptable in response to the RFQ.
- 3.2.8.5. Reference Section 2.2 for submission location and deadline.

3.3 **Bonds and Insurance Instructions**

- 3.3.1 Attach a letter of intent from a bonding agent indicating the respondent's bond ability for the Construction Manager at Risk delivery method of the Project.
- 3.3.2 Attach a letter of intent from an insurance company indicating the insurability of the respondent for the Construction Manager at Risk delivery method of the TCEQ 319 Grant Justice Center Permeable Paver Parking Lot.
- 3.3.3 The surety and insurance companies shall each acknowledge that the firm may be covered for all construction phases of the Construction Manager at Risk delivery method of the Project.

3.4 **Bonds and Insurance Requirements**

3.4.1 The Contractor shall procure and maintain the following types of insurance coverage in at least the following amounts (unless the contract specifies different coverage or amounts).

- o Workers' Compensation: Statutory
- o Employer's Liability: \$1,000,000.00
- o Comprehensive General Liability: \$1,000,000.00 each occurrence
\$1,000,000.00 in the aggregate
- o Comprehensive Automobile Liability: (Any auto, hired auto, non-owned auto)
- o Bodily Injury: \$1,000,000.00 each person
\$1,000,000.00 each occurrence
- o Property Damage: \$1,000,000.00 each occurrence
- o Owner's and Contractor's Protective: \$1,000,000.00

- Builder's Risk: Full value of construction costs
- Professional Liability Insurance: Min. \$1,000,000.00 with terms and carrier acceptable to Owner
- General Liability Umbrella Policy: \$1,000,000 each occurrence
- Errors and Omissions Insurance: \$1,000,000.00 (ref. paragraph C.7)

3.4.2 The Contractor must meet the following requirements:

Each policy of insurance shall be issued by one or more insurance companies each of which must have an A.M. Best Company financial and performance rating of A-VII or better and be qualified and authorized by the laws of the State of Texas to assume the risk covered by such policy.

3.4.3 Contractor shall deliver to the County:

- 3.4.3.1 Certificates evidencing the existence of all required insurance promptly after the execution and delivery of the contract; and
- 3.4.3.2 The Contractor must deliver replacement certificates at least thirty (30) days prior to the expiration of any required insurance. If the Contractor fails to pay any of the premiums for the insurance, the County shall have the right to make the payments and set off the amount thereof against payments owed to the Contractor; and
- 3.4.3.3 The insurance certificates must name the County as an Additional Insured, with the exception of Workers' Compensation and Employer's Liability, and must provide that the policies will not be canceled until after thirty (30) days' unconditional, unqualified written notice to the County, giving the County the right to pay the Premium to maintain coverage; and
- 3.4.3.4 The insurance certificates must contain a Waiver of Subrogation in favor of the Owner and an additional insured endorsement for General Liability; and
- 3.4.3.5 The required insurance policies required in this RFQ shall be kept in full force and effect for the periods specified below:
 - 3.4.3.5.1. Commercial General Liability Insurance, Auto Liability, Builder's Risk, and Owner's and Contractor's Protective shall be kept in force until receipt of final payment by the Contractor; and
 - 3.4.3.5.2. Workers' Compensation Insurance shall be kept in force until the Contractor's obligations have been fully performed, and accepted by the County in writing; and
 - 3.4.3.5.3. The Contractor shall provide the County a full and complete copy of any insurance policy promptly upon request by the County, and without charge to the County; and
- 3.4.3.6 The County will accept a Certificate of Insurance from the contractors' architect and engineers without requiring the contractor to provide Error & Omission insurance. The Certificate of Insurance must identify the Owner as an Additional Insured and state the limits of coverage.

3.4.4 Bonding

The Contractor shall meet the following requirements:

- 3.4.4.1 The Contractor shall provide evidence satisfactory to the County of its bonding capacity in the penal sums of the performance and payment bonds delivered to the County and each bond must be in an amount equal to the construction budget, as specified in the request for qualifications.
- 3.4.4.2 The Contractor shall deliver payment and performance bonds to the County within ten (10) days of execution of the Contractor's guaranteed maximum price proposal ("GMP"). The bonds will be in accordance with the provisions of Chapter 2253, Texas Government Code and Chapter 2269.258, Texas Government Code. The bonds shall be in the amount of the construction services portion of the contract only and shall not include amounts solely attributable to design services. The bonds shall be executed by a corporate surety or sureties authorized to do business in the State of Texas and acceptable to Caldwell County. The surety or sureties must have a rating of B+ or higher as registered with the A.M. Best Company Bond Rating Service. If any bond is for more than ten (10) percent of the surety's capital and surplus, the Owner may require certification that the company has reinsured the excess portion with one or more reinsurers authorized, accredited, or trusted to do business in the State. A reinsurer may not reinsure for more than ten (10) percent of its capital and surplus. If a surety upon a bond loses its authority to do business in the State, the Contractor shall within thirty (30) days after such loss furnish a replacement bond at no added cost to Caldwell County.
- 3.4.4.3 Each bond shall be accompanied by a valid Power-of-Attorney (issued by the surety company and attached, signed and sealed with the corporate embossed seal, to the bond) authorizing the attorney in fact who signs the bond to commit the company to the terms of the bond, and stating any limit in the amount for which the attorney can issue a single bond. Each bond with a penal sum in excess of \$100,000 shall be executed by a corporate surety or sureties listed on the then-current version of U.S. Treasury Department circular 570 and which hold a certificate of authority from the U.S. Secretary of the Treasury as a surety, or obtain reinsurance from a reinsurer authorized as a reinsurer in Texas and which is listed on the then-current U.S. Treasury Department circular 570 and holds a certificate of authority from the U.S. Secretary of the Treasury as a surety or reinsurer.
- 3.4.4.4 Security Bond: The Contractor will be required upon execution of the contract to execute a Security Bond in the amount of five (5) percent of the Construction Manager at Risk Cost Limitation. Any further specific requirements will be outlined in the Construction Manager at Risk Contract Agreement.

3.5 Pricing

Statement of Qualification responses shall not include proposals for fees, pricing, or other compensation. Such information will be solicited from firms in the subsequent RFP and reviewed from firms pre-qualified by the County.

4.0. SPECIFICATIONS FOR THE RFQ

4.1 General

The County requests SOQ's from qualified and experienced firms for Construction Manager at Risk for the Caldwell County TCEQ 319 Grant Justice Center Permeable Paver Parking Lot meeting the following minimum specifications stated in this Section.

4.3 Delivery

The County's milestone events for the Project established to date include:

Schematic Design Phase Complete	January 30, 2019
Design Development Phase Complete	March 20, 2019
Construction Document Phase	April 1, 2019
Guaranteed Maximum Price Proposal	April 15, 2019
Begin Construction	April 24, 2019
Substantial Completion	May 30, 2019

4.4 Scope Of Work

4.4.1. This document does not address all design and construction phase deliverables required for this project. Included in the scope of work requirements are the following phases:

4.4.1.1. Geotech/Civil/Site Development Plan submission acceptable to the County

4.4.1.2. Design Development with GMP including presentations to the County

4.4.1.3. Construction Documents including presentations to the County

4.4.1.4. Bidding/Negotiation/Award of Sub Contracts

4.4.1.5. Construction Administration

4.4.1.6. Project Closeout/Start-up/Commissioning

4.4.1.7. Warranty Review

4.4.2. The Project site is located at the Caldwell County Justice Center, desired to implement low impact development (LID) best management practices (BMPs) at the Caldwell County Justice Center as an adaptive management strategy of the Plum Creek Watershed Protection Plan (WPP) for reducing urban nonpoint runoff and improving water quality in Plum Creek. The Caldwell County Justice Center will have many visitors annually and will serve as the primary office for Caldwell County government employees, making it a highly visible location for LID BMPs. Plum Creek (Assessment Unit 1810_01), which receives runoff from the project area, is listed in the 2012 Texas Integrated Report of Surface Water Quality as impaired for bacteria, and has concerns for dissolved oxygen and nitrate.

4.4.3. The following specifications have been taken from TCEQ contract.

- Minimum 36 parking spaces in permeable pavement
- Minimum 13,250 square feet of permeable pavement
- Underdrain sized to carry the flow of a 10 year rainfall event
- Parking lot must be made with pavers only or pavers with concrete drive lanes to allow for drainage purposes.
- Exhibits are attached for location and layout of parking lot location

Estimated Cost; Maximum Time Allowed

The estimated cost of the Project is \$230,000. All aspects of the project will be completed and open to traffic no later than May 31st, 2019.

4.4.4. The County is not seeking any LEED certification. However, it request the design and construction of the Project consider sustainability and operational costs.

4.4.5. With the exception of the specific procurement and/or scope items listed below, all other project requirements and costs will be the responsibility of the Construction Manager at Risk team. All coordination and scheduling between owner-managed and contractor-managed scope will be the responsibility of the Construction Manager at Risk team.

4.4.6. Owner-Managed Procurement and/or Scope:

4.4.5.1. Technology Expenses – Owner will procure. All coordination, design and scheduling is the responsibility of the Construction Manager at Risk team. All low voltage and IT cabling is the responsibility of the Construction Manager at Risk team.

4.5 Pre-Construction Phase Services

The Pre-Construction Phase shall be deemed to commence upon the date specified in a written Notice to Proceed with Pre-Construction Phase Services issued by Owner and shall continue through completion of the Construction Documents and procurement of all major Subcontractor agreements. Contractor is not entitled to reimbursement for any costs incurred for Pre-Construction Phase Services performed before issuance of the written Notice to Proceed. Pre-Construction Phase Services may overlap Construction Phase Services. Contractor shall perform the following Pre-Construction Phase Services:

4.5.1. General Coordination

4.5.1.1. Contractor's Pre-Construction Phase Services team shall attend Project Team meetings with Owner, Owner representatives, and A/E at regularly scheduled intervals throughout the Pre-Construction Phase. Frequent Project Team meetings are anticipated prior to Owner acceptance of the GMP and during completion of the Construction Documents.

4.5.1.2. Provide a preliminary evaluation of "Facility Design Guidelines", Program of Requirements and the AACC, each in terms of the other.

4.5.1.3. Review and understand the standards and requirements in Owner's Specifications and perform all services in accordance with those standards and requirements.

4.5.1.4. Visit the site and inspect the existing facilities, systems and conditions to ensure an accurate understanding of the existing conditions as required.

4.5.1.5. Participate as a member of the Project Team in the development of the Program of Requirements if such program has not been developed prior to the Effective Date of this Agreement.

4.5.1.6. Provide recommendations and information to the Project Team on: site usage and site improvements; building systems, equipment and construction feasibility; selection and availability of materials and labor; time requirements for installation and construction; assignment of responsibilities for safety precautions and programs; temporary Project facilities; equipment, materials and services for common use of Contractor and Owner's separate contractors, if any; cost factors, including costs of alternative materials or designs, preliminary budgets, and possible cost savings; recognizing and tracking the resolution of conflicts in the

proposed Drawings and Specifications; methods of delivery of materials, systems, and equipment; and any other matters necessary to accomplish the Project in accordance with the Work Progress Schedule (as defined below) and the AACC. Notwithstanding the above, Contractor shall not be required to provide A/E services unless specifically required by the Contract Documents and Contractor's recommendations and information are furnished in its capacity as a Contractor.

4.5.1.7. Assist Owner in selecting and directing the services of existing facility surveys, testing and balancing, environmental surveys or other special consultants hired by Owner to develop additional information for the design or construction of the Project.

4.5.1.8. At Owner's request, attend public meetings and hearings concerning the development and schedule of the Project.

4.5.1.9. Contractor shall use all Construction Documents returned to A/E from the Subcontractor proposers.

4.5.2. Constructability Program

4.5.2.1. Implement and conduct a constructability program to identify and document Project cost and schedule savings opportunities. The constructability program shall follow accepted industry practices and be reviewed by Owner at design milestones. Whenever the term "value engineering" is used in conjunction with this Agreement or the Project, it has its commonly accepted meaning within the construction industry and does not imply the practice of professional engineering without a license. If any value engineering activities constitute the professional practice of engineering, then such activities shall be performed by an engineer licensed in Texas.

4.5.2.2. Prepare a "Constructability Report" that identifies items that, in Contractor's opinion, may negatively impact construction of the Project. The Constructability Report shall address the overall coordination of model(s), Drawings, Specifications, details and schedules and identify discrepancies that may generate Change Orders or claims once Project construction commences. Contractor shall provide Owner with an update to the Constructability Report at every milestone meeting during the Pre-Construction Phase.

4.5.2.3. Provide and implement a system for tracking questions, resolutions, decisions, directions and other information matters that arise during the development of the model(s), Drawings and Specifications for the Project. The decision tracking system shall be in a format approved by Owner and updated by Contractor at least monthly during the Pre-Construction Phase.

4.5.3. Scheduling

4.5.3.1. Develop a Work Progress Schedule for Project Team review and Owner's approval that coordinates and integrates activities on the Project, including Contractor's services, A/E's design services, the work of other consultants and suppliers, and Owner's activities with the anticipated construction schedules for other contractors. The WPS must identify all major milestones through Project Final Completion.

4.5.3.2. Contractor shall update the WPS throughout the Pre-Construction and Construction Phases as

described in Owner's requirements and Specifications.

4.5.3.3. The WPS shall include other detailed schedule activities as directed by Owner including, but not limited to, Owner-managed work under separate contracts such as equipment, furniture and furnishings, telephones, project security, property protection, life-safety systems, integration with central campus monitoring systems, information and instructional technology data-transmission systems, and computer technology systems.

4.5.4. Budget and Cost Consultation

4.5.4.1. Contractor is responsible for the construction budget and for preparing and updating all procurement and Estimated Construction Costs and distributing them to the Project Team throughout the duration of the Project.

4.5.4.2. Contractor shall prepare and update an Estimated Construction Cost report at the completion of Schematic Design, Design Development, and at the fifty percent (50%) and the hundred percent (100%) completion stages of the Construction Documents phase of the Project. The GMP Proposal, when submitted, will have as its basis a current ECC report. The ECC report for Schematic Design shall be a detailed estimate organized in Construction Specifications Institute, MasterFormat 2004. The ECC reports for the Design Development and Construction Documents phases shall be detailed estimates derived from cost quantity surveys based on unit prices for labor, materials, overhead and profit, organized in Construction Specifications Institute, MasterFormat 2004 for each portion of the Work.

4.5.4.3. Contractor shall provide continuous cost consultation services throughout the duration of the Project, including identification and tracking of decisions that affect the scope or quality of the Project and providing ongoing updates of their cost and budget impact. Advise the Project Team immediately if Contractor has reason to believe that the most current ECC will exceed the AACC or not meet WPS requirements and recommend reasonable strategies for bringing the Project in line with the AACC and the WPS.

4.5.4.4. Contractor shall promptly identify all variances between estimated costs and actual costs during the Construction Phase, and shall promptly report such variances to the Project Team, in a format acceptable to Owner, along with recommendations for action, but in any event no more than two (2) business days after acquiring such information.

4.5.4.5. Should any ECC exceed or fall significantly below the approved AACC, Owner and Contractor shall negotiate changes to the Project scope, requirements or the AACC as required.

4.5.5. Coordination of Design and Construction Contract Documents

4.5.5.1. Review model(s), Drawings, Specifications and other Construction Documents as they are developed by A/E during the Schematic Design, Design Development, and Construction Documents design phases of the Project.

4.5.5.2. Consult with Owner and A/E on the selection of materials, equipment, component systems, and types of construction used on the Project. Advise Owner on site use, construction feasibility, availability of labor and materials, procurement time requirements, and construction coordination.

- 4.5.5.3. Advise Owner of any error, inconsistency or omission discovered in the model(s), Drawings, Specifications, and other Construction Documents.
 - 4.5.5.4. Advise Owner on reasonable adjustments in the Project scope, quality or other options for keeping the Project cost within the AACC.
 - 4.5.5.5. Review the model(s) and Construction Documents for compliance with all applicable laws, rules and regulations, the Contract Documents, and Owner requirements.
 - 4.5.5.6. It is not the Contractor's responsibility to ascertain that the drawings and specifications are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations, but Contractor will report any variances which should have reasonably been discovered.
- 4.5.6. Construction Planning and Subcontractor Buyout Strategy
- 4.5.6.1. Identify equipment or material requiring extended delivery times and advise Owner on expedited procurement of those items. Advise Owner and A/E on the preparation of performance specifications and requests for technical proposals for the procurement and installation of systems and components and for the procurement of long lead items. If requested by Owner, and subject to Owner's prior written approval, issue requests for technical proposals to qualified sources and receive proposals and assist in their evaluation.
 - 4.5.6.2. Make recommendations to the Project Team regarding organization of the Construction Documents to facilitate the bidding and awarding of construction subcontracts in a manner that promotes the interests of the Project and Owner. These recommendations may include, but are not limited to, phased or staged construction or multiple separate contracts. The recommendations shall take into consideration such factors as time of performance, type and scope of work, availability of labor and materials, overlapping trade jurisdictions, provisions for temporary facilities, comparisons of factory and on-site production costs, shipping costs, code restrictions, Owner's goals for HUB Contractor participation, and other constraints.
 - 4.5.6.3. Review the model(s) and Construction Documents with the Project Team to eliminate areas of conflict and overlap in the work to be performed by the various Subcontractors or Owner's separate contractors.
 - 4.5.6.4. Develop a bid/proposal package strategy in coordination with A/E that addresses the entire scope of each phase and stage of the Project. In developing the bid/proposal package strategy, Contractor shall identify all bid/proposal packages on which Contractor intends to submit a self-performance bid/proposal. The bid/proposal package strategy shall be reviewed with Owner on a regular basis and revised throughout the buyout of the Project so as to best promote the interests of the Project and Owner.
 - 4.5.6.5. Assist Owner, A/E, Owner's other consultants, and Owner's separate contractors in obtaining all applicable LEED documentation, risk management, code, and regulatory agency reviews and approvals for the Project including, without limitation, the Texas Higher Education Coordinating Board, the Texas Department of Licensing and Regulation, the State Fire Marshal, the local fire department, and Owner's insurance provider.

- 4.5.6.6. Refine, implement and monitor required HUB Subcontracting Plans to promote equal employment opportunity in the provision of goods and services to Owner for the Project.
- 4.5.6.7. Review the model(s) and Construction Documents to ensure that they contain adequate provision for job site areas required for construction, all temporary facilities necessary for performance of the Work, and provisions for all of the job site facilities necessary to manage, inspect, and supervise construction of the Project.
- 4.5.6.8. Provide an analysis of the types and quantities of labor required for the Project and review the appropriate categories of labor required for critical phases or stages. Make recommendations that minimize the adverse effects of labor shortages.
- 4.5.6.9. Consult with and make recommendations to Owner on the acquisition schedule for fixtures, furniture and equipment, and coordinate with Owner as may be required to meet the WPS.
- 4.5.7. Obtaining Bids/Proposals for the Project
 - 4.5.7.1. Contractor shall publicly advertise and solicit competitive lump sum bids/proposals from trade contractors or subcontractors for the performance of all major elements of the Project other than the minor work that may be included in General Conditions. Criteria for determining the bid/proposal that provides the best value to Owner shall be established by the Project Team and included in the request for bids or proposals. Contractor shall notify Owner in advance in writing of the date it will receive the bids/proposals.
 - 4.5.7.2. Schedule and conduct pre-bid conferences with interested bidders/proposers, Subcontractors, material suppliers, and equipment suppliers, and record minutes of the conferences.
 - 4.5.7.3. Contractor and Owner shall review all trade contractor or Subcontractor bids/proposals in a manner that does not disclose the contents of any bid/proposal to persons outside of the Project Team during the selection process. Based on the selection criteria included in the request for proposals, Contractor shall recommend to Owner, in a format acceptable to Owner, the bid/proposal(s) that provides the best value for the Project. Upon Owner's written concurrence with the recommendation, Contractor may negotiate the terms of the subcontract with the apparent best value bidder/proposer.
 - 4.5.7.4. All subcontracts must be on a lump sum basis unless other payment terms are approved in writing and in advance by the Director for the Office of Facilities Planning & Construction or designee. Upon Owner's concurrence in the final terms of the subcontract, Contractor shall enter into a written subcontract for the subcontract work and upon request provide a copy to Owner. All bids/proposals shall be publicly available after award of the subcontract or within seven (7) days after the date of final selection, whichever is later.
 - 4.5.7.5. If Contractor reviews, evaluates, and recommends to Owner a bid/proposal from a qualified trade contractor or subcontractor, but Owner requires another bid/proposal to be accepted, Owner shall compensate Contractor by a change in price, time, or Guaranteed Maximum Price for any additional cost and risk Contractor incurs because of Owner's requirement that the other bid/proposal be accepted.
 - 4.5.7.6. Contractor may seek to self-perform portions of the Project identified for self- performance in

the bid/proposal strategy. Contractor must submit a bid/proposal for the self-performance work in the same manner as all other trade contractors or Subcontractors. However, Contractor bid/proposal must be sealed and submitted not less than twenty four (24) hours before the submission date for all other trade contractors or Subcontractors. Owner will, at its sole discretion, determine whether Contractor's bid/proposal provides the best value for Owner, and its determination shall be final. Contractor must perform approved self-performance work in accordance with the same terms and conditions as its other Subcontractors. For payment purposes, Contractor shall account for self- performance work in the same manner as it does all other subcontract costs.

- 4.5.7.7. Contractor shall identify every Subcontractor it intends to use on the Project, including Subcontractors used for self-performed work, to Owner in writing, in a format acceptable to Owner, and deliver to Owner a HUB Subcontracting Plan at least ten (10) days before entering into any subcontract. Contractor shall not use any Subcontractor to which Owner has a reasonable objection. Contractor shall not be required to subcontract with any Subcontractor to which it has reasonable objection. Following Owner's acceptance of a Subcontractor, that Subcontractor shall not be changed without Owner's written consent, which shall not be unreasonably withheld.
- 4.5.7.8. If a selected trade contractor or Subcontractor fails to execute a subcontract after being selected in accordance with this Paragraph or defaults in the performance of its work, Contractor may, in consultation with Owner and without further advertising, fulfill the subcontract requirements itself or select a replacement trade contractor or subcontractor to do so.

4.5.8. Safety

- 4.5.8.1. In accordance with the UGSC, Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Project. The safety program shall comply with all applicable requirements of the Occupational Safety and Health Act of 1970 and all other applicable federal, state and local laws and regulations.
- 4.5.8.2. Contractor shall provide recommendations and information to Owner and A/E regarding the assignment of responsibilities for safety precautions and programs, temporary Project facilities, and equipment, materials, and services for common use of the Subcontractors. Contractor shall verify that appropriate safety provisions are included in the Construction Documents.

4.6 Pre-Construction Phase Fee

The Pre-Construction Phase Fee is the total compensation payable to Contractor for the performance of Pre-Construction Phase Services, except for Additional Pre-Construction Phase Services approved in advance and in writing by Owner. The Pre-Construction Phase Fee shall be a lump sum amount based on the AACC established in this Agreement.

- 4.6.1. Except as specifically allowed by Owner, Contractor shall not be entitled to any increase in the Pre-Construction Phase Fee for any costs, expenses, liabilities or other obligations arising from the performance of Pre-Construction Phase Services.
- 4.6.2. Costs associated with the following items are specifically, but not exclusively, included in the establishment of the Pre-Construction Phase Fee: profit and profit sharing; general overhead; salaries and labor; housing and relocation; estimating, scheduling and information management

systems and software; contract administration; office expenses; printing and copying; consulting fees; legal or accounting fees; cost of money; taxes; insurance premiums and deductibles; bond costs; purchase or rental of equipment; utilities; travel; per diem; fines or penalties; and damage awards.

- 4.6.3. If the scope of the Pre-Construction Phase Services is changed materially, the Pre- Construction Phase Fee shall be equitably adjusted. If the AACC is changed materially before acceptance of the GMP Proposal, the Pre-Construction Phase Fee shall be adjusted in writing in proportion to the change in the AACC. There shall be no adjustments in the Pre-Construction Phase Fee following acceptance of the GMP Proposal.
- 4.6.4. For Additional Pre-Construction Phase Services that are approved in advance and in writing by Owner, Contractor shall be entitled to additional compensation computed as follows:
 - 4.6.4.1. A pre-established lump sum amount; or
 - 4.6.4.2. The hourly cost of Contractor's employees or consultants who actually perform the Additional Services based on the employee's Worker Wage Rate or prorated Monthly Rate plus the actual cost of allowable expenses incurred in the performance of the Additional Pre-Construction Phase Services, plus an overhead and profit markup of ten percent (10%) of the total cost; or
 - 4.6.4.3. As otherwise agreed in advance and in writing.

4.7 **Guaranteed Maximum Price Proposal**

- 4.7.1. At the conclusion of the Design Development phase the Contractor shall prepare and submit a Guaranteed Maximum Price Proposal to Owner based on the Design Development phase documents and review comments. The GMP shall be delivered to the Owner within three (3) weeks of the Design Development review meeting or a date established by the Owner. The GMP Proposal must be prepared in accordance with the guidelines established by Owner and delivered in the format specified by Owner in Exhibit "E" attached to this Agreement. Owner, at its sole option and discretion, may specify different requirements for the GMP Proposal. Contractor shall not withdraw its Guaranteed Maximum Price Proposal for ninety (90) days following submission to Owner.
- 4.7.2. In developing the GMP Proposal, Contractor shall coordinate efforts with A/E to identify qualifications, clarifications, assumptions, exclusions, value engineering and any other factors relevant to establishment of a GMP. Contractor shall review development of the GMP Proposal with Owner on an ongoing basis to address clarifications of scope and pricing, distribution of contingencies, schedule, assumptions, exclusions, and other matters relevant to the establishment of a GMP.
- 4.7.3. The GMP Proposal must include a written description of how it was derived that specifically identifies the clarifications and assumptions made by Contractor in the GMP and the monetary amounts attributable to them. The GMP Proposal shall include, without limitation, a breakdown of Contractor's estimated General Conditions Costs and estimated Cost of the Work organized by trade and Masterformat 2004; contingency amounts; the Construction Phase Fee; and the proposed Contract Time, including dates for Notice to Proceed, Substantial Completion and Final Completion. Notwithstanding the breakdown of Contractor's estimated costs, there are no line item guaranteed maximum amounts except for general conditions.

- 4.7.4. The Guaranteed Maximum Price Proposal shall allow for reasonably expected changes and refinements in the Drawings and Specifications through completion of the Construction Documents, except for material changes in scope.
- 4.7.5. The GMP Proposal shall include a Contractor's Contingency amount. .
- 4.7.6. Included with its GMP Proposal, Contractor shall provide three complete, bound sets of the drawings, specifications, plans, sketches, instructions, requirements, materials, equipment specifications and other information or documents that fully describe the Project as developed at the time of the GMP Proposal and that are relevant to the establishment of the GMP. The bound supporting documents shall be referenced in and incorporated into the GMP Proposal.
- 4.7.7. The GMP Proposal and all supporting documents shall identify and describe all items, assumptions, costs, contingencies, schedules and other matters necessary and relevant for proper execution and completion of the Work and for establishment of the GMP. The GMP Proposal and the supporting documents are complementary and, in the event of an irreconcilable conflict between or among them, the interpretation that provides for the higher quality or quantity of material and/or workmanship shall prevail over all other interpretations.
- 4.7.8. In submitting the GMP Proposal, Contractor represents that it will provide every item, system or element of performance that is identified, shown or specified in the GMP Proposal or the supporting documents, along with those necessary or ancillary materials that are reasonably inferable and equipment for their complete operating installation, unless specifically accepted in writing by Owner. Upon Owner's written acceptance of the GMP Proposal, Contractor shall not be entitled to any increase in the GMP due to the continued refinement of the Construction Documents or the absence or addition of any detail or specification that may be required in order to complete the construction of the Project as described in and reasonably inferable from the GMP Proposal or the supporting documents used to establish the GMP.
- 4.7.9. The GMP Proposal shall adopt and incorporate all of the terms and conditions of this Agreement and all attachments to this Agreement. Any proposed deviation from the terms and conditions of this Agreement must be clearly and conspicuously identified to Owner in writing and specifically accepted in writing by Owner. In the event of a conflict between any term of the GMP Proposal that was not clearly and conspicuously identified and approved by Owner and the terms of this Agreement and its attachments, the terms of the Agreement and its attachments shall control.
- 4.7.10. Owner may accept or reject the Guaranteed Maximum Price Proposal or attempt to negotiate its terms with Contractor. Upon acceptance by Owner of the GMP Proposal in writing, both parties shall execute the GMP Proposal which shall become part of this Agreement. If Owner rejects the GMP Proposal or the parties are unable or unwilling to agree on a GMP, Owner may terminate this Agreement.
- 4.7.11. Following Owner's acceptance of the GMP Proposal, Contractor shall continue to monitor the development of the Construction Documents so that, when complete, the Construction Documents adequately incorporate and resolve all qualifications, assumptions, clarifications, exclusions and value engineering issues identified in the GMP Proposal. During the Construction Documents stage, Contractor and A/E shall jointly deliver a monthly written status report to Owner describing the progress on the incorporation of all qualifications, assumptions, clarifications, exclusions, value

engineering issues and all other matters relevant to the establishment of the GMP into the Construction Documents.

- 4.7.12. Contractor shall be entitled to an equitable adjustment of the GMP if it is required to pay or bear the burden of any new federal, state, or local tax, or any rate increase of an existing tax, except taxes on income, adopted through statute, court decision, written ruling, or regulation taking effect after acceptance of the GMP Proposal. This equitable adjustment does not apply to tax increases borne solely by Subcontractors.
- 4.7.13. The parties may agree to convert the GMP to a lump sum contract amount at any time after Contractor has received bids or proposals from trade Contractors or Subcontractors for the performance of all major elements of the Project. In proposing a lump sum amount, Contractor shall consider the buyout savings, any unused contingency amounts and the trade package contracts that have not been finalized. In preparing a lump sum conversion proposal, Contractor must provide the following information:
 - 4.7.13.1. The stage of completion of the Project;
 - 4.7.13.2. The trade packages that have been completely bought out;
 - 4.7.13.3. The trade packages remaining that have not been bought out;
 - 4.7.13.4. A complete line item breakdown of the calculations used to establish a lump sum amount based on the GMP Schedule of Values;
 - 4.7.13.5. An accounting of all savings amounts that are to be returned to Owner as part of the lump sum calculation; and
 - 4.7.13.6. Any other Project information requested by Owner.
- 4.7.14. Contractor shall document the actual Cost of the Project at buyout as compared to the Guaranteed Maximum Price Proposal and shall report this information to Owner monthly and with Contractor's recommendation for selection of a bid/proposal for each subcontracting package.
- 4.7.15. Notwithstanding anything to the contrary herein, Contractor shall have no liability for delay or liquidated damages if the parties are unable to reach an agreement on the GMP.

4.8 Construction Phase Services

The Construction Phase shall be deemed to commence upon the date specified in a written Notice to Proceed issued by Owner after approval of the Guaranteed Maximum Price Proposal and shall continue until Final Completion of all Work. Pre-Construction Phase Services may overlap Construction Phase Services. Contractor shall not incur any Subcontractor costs for construction of the Project prior to issuance by Owner of written authorization to commence such Work. Contractor shall perform the following Construction Phase Services:

- 4.8.1. Construct the Work in strict accordance with the Agreement and as required by the UGSC, Special Conditions and Owner's Specifications within the time required by the Work Progress Schedule approved by Owner.
- 4.8.2. Organize and maintain a competent, full-time staff at the Project site with clearly defined lines of authority and communication as necessary to coordinate construction activities, monitor and direct progress of the Work, and further the goals of the Project Team.
- 4.8.3. Designate in writing a representative who is responsible for the day-to-day management of the

Construction Phase Services. The designated representative shall be Owner's primary contact during the Construction Phase and shall be available as required for the benefit of the Project and Owner. The designated representative shall be authorized to act on behalf of and bind Contractor in all matters related to Construction Phase Services including, but not limited to, execution of Change Orders and Applications for Payment.

- 4.8.4. Attend regularly scheduled Project progress meetings and fully advise the Project Team of the Project status including schedule, costs, quality and changes.
- 4.8.5. In addition to attending regularly scheduled Project progress meetings, Contractor shall schedule, direct and attend interim progress meetings (i.e., commissioning meetings, coordination meetings, pre-installation meetings) with other members of the Project Team as required to maintain Project progress. Contractor shall record and distribute the minutes of each meeting to each Project Team member. The minutes shall identify critical activities that require action and the dates by which each activity must be completed.
- 4.8.6. Coordinate delivery and installation of Owner-procured material and equipment.
- 4.8.7. In accordance with Owner's UGSC, provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation, and all other facilities and services necessary for the proper execution and completion of the Work in strict accordance with the requirements of the Construction Documents.
- 4.8.8. Obtain building permits and special permits for permanent improvements as required by law or the Construction Documents. Assist Owner or A/E in obtaining all approvals required from authorities having jurisdiction over the Project.
- 4.8.9. Coordinate, monitor and inspect the work of Subcontractors to ensure conformance with the Construction Documents.
- 4.8.10. Be responsible for all construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work. Contractor shall keep Owner informed of the progress and quality of the Work.
- 4.8.11. Contractor shall promptly correct any defective Work at Contractor's sole expense, unless Owner specifically agrees to accept the Work in writing.
- 4.8.12. Warrant that the materials and equipment provided for the Project will be of good quality and new unless otherwise required or permitted by the Construction Documents; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the Construction Documents. Contractor shall be responsible for correcting all items that do not comply with the Construction Documents at its sole expense without cost to Owner.
- 4.8.13. In accordance with the UGSC's provisions regarding record documents and Owner's Specifications, Contractor shall maintain and deliver the required documents that describe changes or deviations from the Construction Documents that occurred during construction and that reflect the actual "Record Drawings" of the completed Work.

5 EXECUTION OF OFFER CALDWELL COUNTY, TEXAS

THIS SHEET MUST BE COMPLETED, SIGNED, AND RETURNED WITH RESPONDENT'S SOQ. FAILURE TO SIGN AND RETURN THIS SHEET WILL RESULT IN THE REJECTION OF YOUR SOQ.

- 5.1. By signature hereon, the respondent offers and agrees to furnish the products and/or services and comply with all terms, conditions, requirements set forth per the RFQ documents and contained herein.
- 5.2. By signature hereon, the respondent affirms that he has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant or County representative in connection with the submitted SOQ. Failure to sign hereon, or signing with a false statement, shall void the submitted SOQ or any resulting contracts, and the respondent shall be removed from all vendor lists of the County.
- 5.3. By signature hereon, a corporate respondent certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171, Texas Tax Code, or that the corporation is exempt from the payment of such taxes, or that the corporation is an out-of-state corporation that is not subject to the Texas Franchise Tax, whichever is applicable. A false certification shall be deemed a material breach of contract and, at the County's option, may result in cancellation of any resulting contract or purchase order.
- 5.4. By signature hereon, the respondent hereby certifies that neither the respondent nor the firm, corporation, partnership or institution represented by the respondent, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this state, codified in Section 15.01, et. seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated the contents of the SOQ directly or indirectly to any competitor or any other person engaged in such line of business.
- 5.5. By signature hereon, the respondent certifies that all statements and information prepared and submitted in response to this solicitation are current, complete and accurate.
- 5.6. By signature hereon, the respondent certifies that the individual signing this document and the documents made part of the RFQ is authorized to sign such documents on behalf of the company and to bind the company under any contract that may result from the submission of this SOQ.
- 5.7. By signature hereon, the respondent certifies as follows:

- 5.8. "Under Section 231.006, Texas Family Code, the respondent certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."
- 5.9. "Under Section 2155.004, Texas Government Code, the respondent certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."
- 5.10. "Under Section 2254.004, Texas Government Code, the respondent certifies that each individual or business entity which is an engineer or architect proposed by respondent as a member of its team was selected based on demonstrated competence and qualifications only."
- 5.11. By signature hereon, the respondent certifies that no relationship, whether by relative, business associate, capital funding agreement or by any other such kinship exist between the respondent and an employee of the County, or the respondent has not been an employee of the County within the immediate twelve (12) months prior to your RFQ response. All such disclosures will be subject to administrative review and approval prior to the County entering into any contract with the respondent.
- 5.12. By signature hereon, the respondent affirms that no compensation has been received for participation in the preparation of the specifications for this RFQ. (Ref. Section 3.102, Article 601b, V.T.C.S.)
- 5.13. The respondent represents and warrants that all articles and services quoted in response to this RFQ will meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and its regulations in effect or proposed as of the date of this RFQ.
- 5.14. By signature hereon, the respondent signifies its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
- 5.15. The respondent acknowledges the following addendum:
Addenda _____ through _____

Complete the following:

FEI No: _____ Charter No: _____

If Sole Owner: _____ If a Corporation: _____
 SS No: _____ State of Incorporation: _____

Submitted By: _____

(Company Name)

(Authorized Signature)

(Date)

(Printed Name)

(Printed Title)

(Street Address)

(County, State, Zip Code)

(Telephone Number)

6.0. **FELONY CONVICTION NOTIFICATION**

FELONY CONVICTION NOTICE

This Notice is Not Required of a Publicly-Held Corporation.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Vendor's Name (Printed):

Authorized Company Official's Name (Printed):

******Sign Only A, B, or C******

- A. My firm is a publicly-held corporation; therefore, this reporting requirement is not applicable.

Signature of Company Official:

- B. My firm is not owned or operated by anyone who has been convicted of a felony.

Signature of Company Official:

- C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of felon(s): _____

Details of Conviction(s): _____

Signature of Company Official:

7.0. **RESPONDENT QUESTIONNAIRE**

Respondents are requested to submit a complete response to each of the below listed items. Responses should state the criterion at the beginning of the first page of each tabbed Section followed by a brief and concise response. Please reference each response by its criterion number indicated below.

7.1. ***CRITERION: The respondent's demonstrated capability and financial resources to perform the work within the time and budget projected.***

7.1.1. Legal name of the company: _____

Point of Contact Name and Email Address: _____

Address of office that would be providing service: _____

Number of years in business under present name: _____

Type of Operation:

Individual: _____ Partnership: _____ Corporation: _____ Government: _____

Number of Employees: _____ Annual Construction Volume: _____

7.1.2. Provide a copy of your company's financial statements for the past three (3) years. All financial statements may be provided in a separate sealed envelope, addressed to the Purchasing Manager identified in Section 2.33 and labeled "Confidential", however if the financial statements are submitted in a separate envelope they must be received by the Caldwell County Purchasing Department by the deadline for all submissions (see Section 2.33).

7.1.3. Provide copies of Dunn and Bradstreet reports, bank and supplier credit references, or other documentation sufficient to demonstrate the financial stability of your company to deliver this project.

7.1.4. Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.

7.1.5. Provide any details of all past or pending litigation or claims filed against your company that would affect your company's performance under a contract with the County.

7.1.6. Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.

7.1.7. Does any relationship exist whether by family relative, business associate, financial agreement or any other relationship between your company and any County employee? If yes, please explain.

- 7.1.8. A statement certifying that the respondent is not in arrears in payment of any obligations to the County or any other governmental entity, including, without limitation, property or sales taxes, fees, or utility charges.
- 7.2. **CRITERION:** *The qualifications and experience of the team members proposed for this project.*
- 7.2.1. Provide an organization chart confirming in graphic form the proposed project assignments, lines of authority and communication for each member involved in this Project. Provide summary resumes for each proposed team member, including their specific experiences with similar projects, and number of years with your company. (Note: Key personnel must be committed to this project for its duration unless excused by the Owner.)
- 7.3. **CRITERION:** *The respondent's demonstrated capability in Construction Manager at Risk delivery.*
- 7.3.1. Describe your team's demonstrated competence and management qualifications for Construction Manager at Risk projects. Describe what methods you employ for coordination with the Owner's Architect during the design and construction phases to ensure quality control and to mitigate change orders.
- 7.4. **CRITERION:** *The respondent's demonstrated experience with Construction Manager at Risk projects as a team.*
- 7.4.1. List a maximum of three (3) projects for which your Construction Manager at Risk team has provided or is providing Construction Manager at Risk services as a team.
- 7.4.2. For each of the referenced projects, provide the following information: project name, project type, client(s) name, client type(s); construction cost (original GMP and final construction cost); original scheduled final completion date, actual or estimated final completion date; Owner's contact person(s) and telephone number(s).
- 7.5. **CRITERION:** *The respondent's demonstrated experience with government/municipal projects.*
- 7.5.1. List a maximum of three (3) projects for which your Construction Manager at Risk team has provided or is providing services which are most related to the Caldwell County Communications, I.T. and Office of Emergency Management Building renovation. In determining which projects are most related, consider: same or related use of facilities; related size and complexity; how many members of the proposed team (and their role) worked on the listed project; and, how recently the project was completed. List the projects in priority order, with the most relevant project listed first. If your Construction Manager at Risk team has not previously worked on a government/municipal project as a team, list a maximum of three (3) projects for each firm.
- 7.5.2. For each of the referenced projects, provide the following information: project name, project type, client(s) name, client type(s); delivery method; construction cost (original GMP and final construction cost); original scheduled final completion date, actual or estimated final completion date; Owner's contact person(s) and telephone number(s), and the name(s) and telephone number(s) of the project architect(s) and engineer(s).

7.5.3. List all previous experience and projects your firm has had with Caldwell County. Provide the experience or project dates, project delivery method utilized, and a brief description of the experience or project.

7.6. **CRITERION: *The quality of references from past clients of respondent.***

7.6.1. Provide a customer reference list of no less than three (3) organizations with which respondent currently has contracts and/or has previously provided facilities of equal type and scope within the past five (5) years. The reference list shall include company name, contact person, telephone number, project description, length of business relationship and background of project (year of project, summary of work performed, etc.).

7.7. **CRITERION: *The demonstrated ability of the respondent to meet budgets and schedules on past projects.***

7.7.1. Describe your company's cost control process and how success in keeping this process is measured throughout the project. Describe your cost estimating services and your methods for updating/validating estimates through the preconstruction and construction phases.

7.7.2. Describe your company's approach to value engineering and the services you have offered to reduce the overall construction cost in order to meet the Owner's budget goals without sacrificing quality on similar projects in the past. Provide examples.

7.7.3. Describe your project implementation plan and how you have successfully implemented the plan on similar projects in the past. Describe specific strategies your company has used to ensure the project team abides to the plan throughout the course of the project.

7.7.4. Describe the way in which your firm has developed and maintained project schedules. Provide specific examples of scheduling challenges and how your firm resolved them on similar projects in the past. How and when have you updated schedules on similar projects in the past?

7.8. **CRITERION: *The respondent's safety record supported by accurate and verifiable data.***

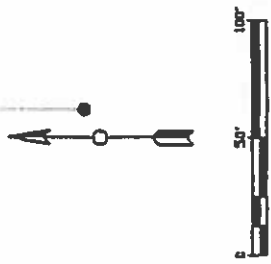
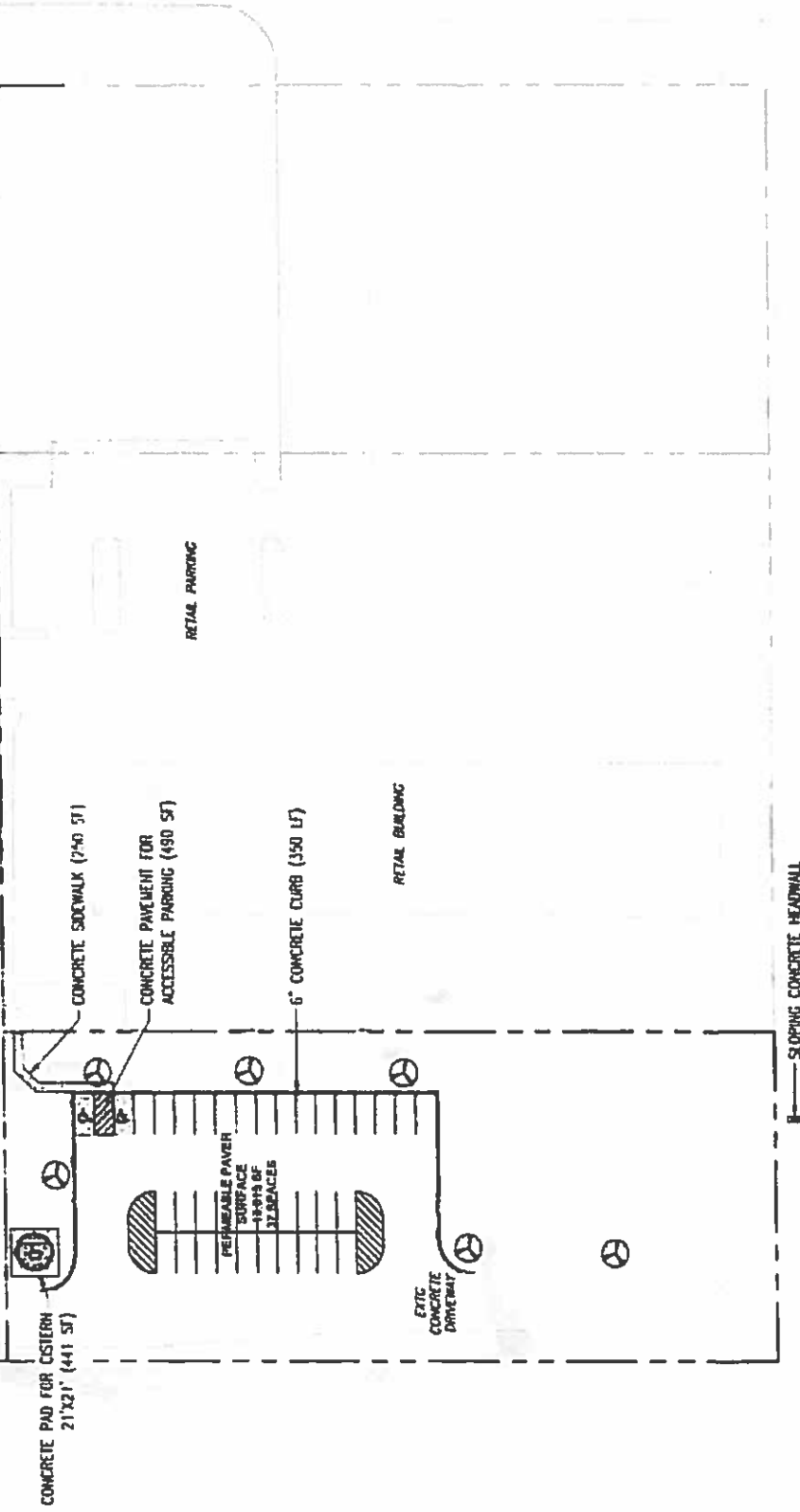
7.8.1. Document your company's process, including any technology or other assets that you use, to prevent and/or control reportable incidents and insurance claims and describe their application on similar projects in the past.

7.8.2. Provide your company's safety Experience Modifier Rate (EMR), Recordable Incident Rate (RIR) and your Loss Indicator Rate (LIR), if available, for the last three (3) years.

7.8.3. Has your company, or any subcontractors under your control on a project, had a death or serious injury on a project site? If yes, provide additional information.

End of RFQ

**CALDWELL COUNTY JUSTICE CENTER
LOW IMPACT DEVELOPMENT IMPROVEMENTS
NEW PARKING LOT LID IMPROVEMENTS**



CO RD 220 AKA MLK JR. INDUSTRIAL BLVD.

18. Discussion/Action to approve Final Draft of Request for Qualifications (RFQ: 18CCP01B) for the TCEQ-LID 319 Grant – Design Build Project. Succeeding approval of final draft, Purchasing Agent will notify the public of RFQ:18CCP01B. All statements of qualifications will be submitted to the Purchasing Agent no later than the deadline of November 28, 2018 at 2:00 p.m. **Cost: None; Speaker: Judge Schawe / Danie Blake; Backup: 35.**

**Commissioners Court- Tuesday, November 13th, 2018
County Purchasing Department
TCEQ-LID 319 Design Build RFQ: 18CCP01B**

Discussion/Action Items:

The County Purchasing Department is requesting approval on Final Draft of RFQ:18CCP01B for the Design Build on the TCEQ 319 Permeable Paver Parking Lot Project. Once approved by Commissioner's Court, the Purchasing Agent will notify the public for advertising. The advertising will be placed in the Austin Statesman, Lockhart Post, Luling Newsboy, and the county website. All statements of qualifications will be submitted to the county on the deadline of Nov. 28, 2018.

Notable Budget Items: None at this time

Recommendation to Commissioner's Court:

County Purchasing Department respectfully recommends the following:

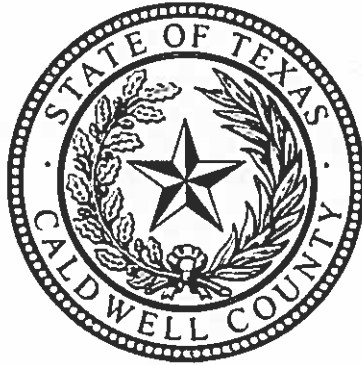
**Approve the Purchasing Dept. request to approve the Final Draft of RFQ:
18CCP01B for the TCEQ Permeable Paver Parking Lot and approval to notify the public.**

Department Head Signature:

Daniel Blake 11/5/18

REQUEST FOR QUALIFICATIONS FOR
DESIGN – BUILD

CALDWELL COUNTY
TCEQ 319 GRANT – PERMEABLE PAVER PARKING LOT
RFQ No.: 18CCP01B



RFQ RESPONSES MUST BE RECEIVED ON OR BEFORE:
November 28, 2018 at 2:00 PM

NOTE: Qualifications must be time stamped at Caldwell County Purchasing Office on or before the hour and date specified for receipt of qualifications.

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REQUEST FOR QUALIFICATIONS FOR

DESIGN BUILD

CALDWELL COUNTY COMMUNICATIONS, TCEQ 319 GRANT JUSTICE CENTER PERMEABLE PAVER PARKING LOT RFQ No.: 18CCP01A

1.0 **INTRODUCTION**

1.1 **Objective**

Caldwell County ("County") is planning the design and construction of the TCEQ 319 Grant Justice Center Permeable Paver Parking Lot ("Project") utilizing the design and construction services. Successful completion of this project will provide Caldwell County with sufficient parking spaces located at the Caldwell County Justice Center, for the rapidly growing county.

It is the practice of Caldwell County to encourage local participation and to promote and encourage contracting and subcontracting opportunities for Locally Owned Businesses and labor in all contracts. Accordingly, the Design build Contractor will be required to outline a local participation plan and documentation thereof.

1.2 **Background**

Caldwell County will implement low impact development (LID) best management practices (BMP) at the Caldwell County Justice Center as an adaptive management strategy of the Plum Creek Watershed Protection Plan (WPP) for reducing urban nonpoint runoff and improving water quality in Plum Creek. Plum Creek (Assessment Unit 1810_01), which receives runoff from the project area, is listed in the *2012 Texas Integrated report of Surface Water Quality* as impaired for bacteria, and has concerns for dissolved oxygen and nitrate.

1.3 **Definitions and Special Concerns**

As used in this RFQ, the terms below have the meanings set forth:

- 1.3.1 "Contract" means the contract between the County and the Contractor for the Design build for TCEQ 319 Grant Caldwell County Justice Center Permeable Paver Parking Lot.
- 1.3.2 "Contractor" means the partnership, corporation, or other legal entity or team which the County contracts for the TCEQ 319 Grant Caldwell County Justice Center Permeable Paver Parking Lot that is qualified to engage in building construction in Texas.
- 1.3.3 "Design Criteria Package" means a set of documents that provides information to Respondents to permit design and construction firm to prepare a response to the County's RFQ. The design criteria package specifies criteria the County considers necessary to describe the project in appropriate detail to allow the Respondents to adequately respond.
- 1.3.4 "Design build Statute" means a sole proprietorship, partnership, corporation, or other legal entity that assumes the risk for construction, rehabilitation, alteration, or repair of a facility at the contracted price as a general contractor and provides consultation to the governmental entity

regarding construction during and after the design of the facility. The contracted price may be a guaranteed maximum price.

1.3.5 "Design build Statute" means Texas Government Code Chapter 2269, Subchapter F.

1.3.6 The characteristics of this project will require a high degree of cooperation and coordination between the County, the authorities having jurisdiction, the Architectural Firm and the Design build.

2.0. **NOTICE TO RESPONDENTS**

2.1 **General**

The County is accepting Statement of Qualifications ("SOQ's") from firms interested in performing Design build related to the Project, pursuant to the Design build Statute, and in accordance with the terms, conditions and requirements set forth in this Request for Qualifications ("RFQ"). This RFQ is intended to provide sufficient information for interested parties to prepare and submit SOQ's for consideration by the County.

RESPONDENTS ARE CAUTIONED TO READ THE INFORMATION CONTAINED IN THIS RFQ CAREFULLY AND TO SUBMIT A COMPLETE RESPONSE TO ALL REQUIREMENTS AND QUESTIONS AS DIRECTED.

2.2 **Application**

These standard terms and conditions shall apply to all County of Caldwell (hereafter "County") solicitations and procurements, unless specifically accepted in the solicitation specifications.

2.3 **Requirements**

By submitting a statement of qualification, the respondent agrees to provide the County of Caldwell with the specified goods or services described in the solicitation in accordance with these standard terms and conditions, at the agreed upon bid price and in compliance with the stated specifications and any subsequent addendums issued prior to the date of the bid opening.

2.4 **Legal Compliance**

Bidder must comply with all Federal, State and Local laws, statutes, ordinances, regulations and standards in effect at the time of delivery of goods and services, and must maintain any and all required licenses and certificates required under the same laws, statutes, ordinances, regulations and standards for services and/or goods provided in response to this solicitation.

2.5 **Right to Refuse Submission**

The County reserves the right to refuse any and/or all parts of any and or/all statements of qualifications and to waive formalities in the best interest of the County. Caldwell County does not discriminate on the basis of race, color, national origin, sex, religion, and age or disability status in employment, procurement or provisions of service.

2.6 **Modifications and Addendums**

The County shall have the right to modify any of the solicitation documents prior to submission deadline and will endeavor to notify potential bidders, but failure to notify shall impose no liability or obligation on the County. All modifications and addendums must be in written form prepared by the County department issuing the solicitation. Bidders are responsible for incorporating any and all modifications and addendums into their bid responses.

2.7 Interpretation of Solicitation Documents

The County is the final judge of the meaning of any word(s) sentences, paragraphs or other parts of the solicitation documents. Bidders are encouraged to seek clarification, before submitting a bid, of any portion of the bid documents that appears to be ambiguous, unclear, inconsistent, or otherwise in error. Clarifications will be in writing.

2.8 Late Responses to Request For Qualifications

Bids must be received in the Purchasing Office by the time specified in the solicitation. The County will not accept late bids and is not responsible for the lateness or non-delivery of bids by the Postal Service or any private delivery firm. The time/date stamp in the Purchasing Office shall be the official time of receipt.

2.9 Minor Irregularities

The County reserves the right to waive any minor irregularities that do not materially affect the scope or pricing of submitted bids.

2.10 Alterations of Bids

Alterations may be made before the bid opening, but must be initialed by the bidder guaranteeing authenticity. After the official bid opening, bids may not be amended or altered without the recommendation of the Purchasing Agent and the approval of the Commissioner's Court.

2.11 Withdrawal of Bids

Bidders may withdraw any submitted bids prior to the bid submission deadline. Bidders may not withdraw once the bids have been publicly opened, without the approval of the County's Purchasing Agent. Bidders will be allowed to withdraw bids that contain substantial mathematical errors in extension. However, once a bid has been withdrawn, it can no longer be considered.

2.12 Disqualification of Bidder

The County may disqualify bidders, and their bids not be considered, for any of the following reasons: Collusion among bidders; Bidder's default on an existing or previous contract with the County, including failure to deliver goods and/or services of the quality and price bid; Bidder's lack of financial stability; any factor concerning the bidder's inability to provide the quantity, quality, and timeliness of services or goods specified in the solicitation; bidder involved in a current or pending lawsuit with the County; bidder's attempt to influence the outcome of the solicitation through unauthorized contact with County officials outside of those listed in the solicitation documents; and bidder's attempt to offer gifts, gratuities, or bribes to any County employee or elected official in connection with a solicitation.

2.13 Cost of Bid

The cost of submitting bids shall be borne by the bidders, and the County will not be liable for any costs incurred by a bidder responding to this solicitation.

2.14 Taxpayer Identification

Bidders must provide the County with a current W-9 "Request for Taxpayer Identification and Certification" before goods or services can be procured from the bidder.

2.15 Taxes

The County is exempt from all federal excise taxes and all state and local sales and use taxes. If such taxes are listed on a bidder's invoice, they will not be paid. Additionally, bidders cannot use the County's tax exemption status to purchase goods or services related to this solicitation.

- 2.16 Payment**
Payment will be made after receipt of all invoiced services. Bidder will be paid within thirty days of date invoice is received.
- 2.17 Outstanding Liabilities**
Bidders shall not have outstanding, unpaid liabilities owed to the County. Liabilities may include, but are not limited to, property taxes, hotel occupancy taxes, and license or permit fees. Bids will be considered non-responsible and not given further consideration if submitted by a bidder with such outstanding liabilities.
- 2.18 Offset**
The County may, at its option, offset any amounts due and payable under a contract award under this solicitation against any debt lawfully due the County from a vendor, whether or not the amount due arises pursuant to the terms of the contract and whether or not the debt has been reduced to judgment by a court.
- 2.19 Independent Contractors**
It is expressly agreed and understood by both parties that the County is contracting with the successful bidder as an independent contractor. The County shall not be liable for any claims which may be asserted by any third party occurring in connection with services performed by the successful bidder, and the successful bidder has no authority to bind the County.
- 2.20 Governing Law**
All bids submitted in response to this solicitation and any resulting contract shall be governed by, and construed in accordance with the laws and court decisions of the State of Texas.
- 2.21 Controlling Document**
In the case of a discrepancy between this solicitation and the formal contract, the formal contract will prevail and control.
- 2.22 Assignment**
Bidder shall not assign, transfer, or pledge a contract awarded under this solicitation, in whole or in part, without the prior written consent of the County's Purchasing Agent. Assignment of this contract, if approved by the County, shall not relieve the bidder's obligations under the contract. Approval by the County of one assignment shall not constitute approval of any future assignment of the contract.
- 2.23 Termination**
If an awarded bidder fails in any manner to fully perform each and all of the terms, conditions and covenants of a contract awarded by this solicitation, he shall be in default and notice of default shall be given to the bidder by the County's Purchasing Agent. In the event that the contractor continues in default for a period of seven (7) days after receipt of the above-mentioned notice of default, the County may terminate or cancel the contract. The County may also cancel a contract for convenience and without cause with thirty days' notice. In any cancellation of contract, the County will pay the bidder for all goods received and accepted, and for all services provided and accepted up to and including the date of termination.
- 2.24 Indemnification**
Bidder shall defend, indemnify, and hold harmless the County of Caldwell, its officers, agents, employees, appointees and volunteers against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by bidder's breach of any of the terms or provisions of any contract awarded as a result of this solicitation,

or by any negligent or strictly liable act or omission of the bidder, its officers, agents, employees, or Subcontractors, in the performance of an awarded contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the County, its officers, agents or employees, and in the event of joint and concurrent negligence or fault of the bidder and County, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the County under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

2.25 Venue

The obligations of all parties under a contract awarded through this solicitation are performed in Caldwell County, Texas, and if legal action is necessary to enforce same, exclusive venue shall be within Caldwell County, Texas.

2.26 Funding

State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Orders or other obligations that may arise beyond the end of the current fiscal year shall be subject to approval of budget funds.

2.27 Solicitation Results

The County normally posts solicitation results on-line after bids are received and approved in Commissioner's Court. The County's website is www.co.caldwell.tx.us. Results are on the Purchasing Solicitation page, in the same place as the original solicitation documents. Posted results are for informational purposes only, not a notice of award.

2.28 Open Records

Bid pricing is not considered confidential and is open to public inspection. Trade secrets and other material considered confidential by the bidder should be clearly marked as such. If a request is made under the Texas Open Records Act to inspect information designated as a trade secret or confidential in a bid, the County will forward the appropriate documents to the Attorney General of Texas who will contact the bidder to request sufficient written reasons as to why the information should be protected from disclosure. Upon review of the bidder's response, the Attorney General will make a determination as to the confidentiality of the requested material(s), or lack thereof, and the County will respond accordingly.

2.29 Affirmative Action/EOE

Caldwell County is an Affirmative Action/Equal Opportunity Employer and strives to attain goals for Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) as amended.

2.30 Waiver of Formalities

County reserves the right to reschedule, extend, or cancel this RFQ at any time. County reserves the right to reject any or all responses, and to waive formalities or irregularities in connection with this RFQ and may consider submissions not made in compliance with this request for bids if it elects to do so, to the extent permitted by law, although the County will have no obligation for such consideration.

2.31 No Reimbursement for Costs

Respondent acknowledges and accepts that any costs incurred from the Respondent's participation in this RFQ shall be the sole responsibility of the Respondent.

2.32 Public Information

The County is a governmental body subject to the Texas Public Information Act (Chapter 552 of the Texas Government Code). Any information submitted to the County with regard to this RFQ is presumed to be information and available to the public. Any information or materials submitted to County that the Respondent considers confidential, including, but not limited to, financial information, must be clearly marked "CONFIDENTIAL" on each page or portion of a page of material that contains confidential information. If a request is made under the Texas Public Information Act for information marked Confidential, County will endeavor to advise the Respondent of the request in time to file an Open Records decision. If requested by the Respondent, the County will request an Open Records Decision or Ruling from the Texas Attorney General's Office, but the Respondent, at Respondent's sole cost and expense, will be responsible for asserting any appropriate exceptions to disclosure and providing any information, at the Respondent's expense, to support the Respondent's position. The County will abide by the decision of the Texas Attorney General.

2.33 Submittal Location/Deadline

Bids can be mailed to:

Danie Blake
Caldwell County Purchasing Department
110 S Main Street, Rm 302
Lockhart, Texas 78602

Bids can be hand delivered to:

Danie Blake
Caldwell County Purchasing Department
110 S. Main Street, Rm 302
Lockhart, TX 78602

Deadline: 2:00 p.m. Central Time on December 7th, 2018

2.34 Contacts

Any questions or concerns regarding this Request for Qualifications shall be directed via email to:

Danie Blake, Purchasing Agent
Caldwell County Purchasing Department
Phone: (512) 359-4685
Email: Danielle.blake@co.caldwell.tx.us

The County specifically requests that respondents restrict all contact and questions regarding this RFQ to the above named individual. Respondents are prohibited from directly or indirectly communicating with County Commissioner Court members and are prohibited from contacting County staff members regarding their qualifications or the award of a contract, unless in response to an inquiry from a staff or committee member. Any violation will result in immediate disqualification of the respondent from the selection process.

2.35 Inquiries and Interpretations

Inquiries regarding this RFQ must be submitted via email to the contacts identified in Section 2.34, and must be received by 5:00 p.m. Central Time on November 23rd, 2018. All inquiries must include contact person, phone number and email address.

Responses to inquiries which materially modify any interpretation or change to this RFQ will be issued by addendum online at www.coc.caldwell.tx.us. It is the obligation of the Respondent to make sure the

Respondent has received all addenda prior to submission of their Response. All addenda issued by the County prior to the SOQ submission deadline shall be considered part of the RFQ and respondents are required to consider and acknowledge receipt of each addendum on the 'Execution of Offer' form submitted with the SOQ.

Only those responses to inquiries which are included in formal written addenda shall be binding. Oral and other interpretations or clarifications will be without legal effect.

2.36 **Contract Award Process**

The County anticipates awarding the Contract to a respondent for the Project following a two-phase procedure. Phase one of the selection process is based on the qualifications of the respondents. The County will evaluate the qualifications of the respondents based on the qualifications criteria set forth below. Cost-related or price-related factors will not be used and should not be submitted by respondents in phase one. As a result of phase one of the selection process, the County will qualify a maximum of five potential respondents for review of the proposals in response to a Request for Proposals ("RFP") as part of phase two of the process. Additionally, if the County chooses to do so, interviews will also be held as part of phase two of the process.

Phase two of the selection process will involve the review of competitive sealed proposals by pre-qualified respondents. All respondents will be asked to submit proposals, including monetary proposals, by a date determined by the County in response to the RFP. Proposals of the respondents pre-qualified in phase one will be opened publicly to identify the names of the respondents. Other contents of the proposals will be afforded security sufficient to preclude disclosure of their contents prior to award. Within 45 days after the date of opening the proposals, the County will evaluate and rank the proposals using the selection criteria contained in the RFP. If the County chooses to conduct interviews as part of phase two, interviews will be held within this time period based on a schedule issued to the pre-qualified respondents by addendum.

After opening and ranking, an award may be made on the basis of the proposals initially submitted, without discussion, clarification or modification, or the County may discuss with the selected respondent offers for cost reduction and other elements of the respondent's proposal. If the County determines that it is unable to reach a contract satisfactory to the County with the selected respondent, the County will terminate discussions with that respondent and proceed to the next respondent in order of selection ranking, and continue in this process until a contract is reached or the County has rejected all proposals. The County will not disclose information from one respondent's proposal to another respondent in conducting such discussions. The County reserves the right to award a contract for all or any portion of the TCEQ 319 Grant Caldwell County Justice Center Permeable Paver Parking Lot Project, award multiple contracts, or to reject any and all proposals if deemed to be in the best interests of the County. The County also reserves the right to re-solicit for proposals if deemed to be in the best interests of the County, and to temporarily or permanently abandon the procurement. If the County awards a contract, it will award the contract to the respondent, whose proposal is the most advantageous to the County and offers the best value, considering price and the evaluation factors set forth in the RFP. After the submission of proposals, and as part of such discussions or negotiations, the County may permit a respondent to revise its proposal in order to obtain the respondent's best and final offer.

2.37 **Type of Contract**

Upon award by the County of a Design build contract the successful respondent will be required to enter into a contract in a form based on standard Design build agreements with certain modifications as directed by the County, a copy of which will be made available with issuance of the Request for Proposals. The compensation structure will be based on negotiated professional service fees and cost of

work plus fee and general conditions with a Guaranteed Maximum Price (“GMP”). The County reserves the right to include the respondent’s SOQ or any part or parts of the selected proposal in the final contract.

2.38 Criteria for Qualification

The respondent selected for pre-qualification will be the respondent whose qualifications, as presented in the respondent’s SOQ, are the most advantageous to the County.

A project selection committee composed of County Staff and representatives of the project management team will be participating as evaluators in all phases of this solicitation. In general, the criteria for evaluation of qualifications, and selection of the qualified respondent(s), will be based on the factors summarized below.

More specific evaluation criteria are listed in Section 7.0 of this RFQ.

1.	The respondent’s demonstrated capability and financial resources to perform the work within the time and budget projected.	10 Points
2.	The qualifications and experience of the team members proposed for this project.	15 Points
3.	The respondent’s demonstrated capability in Design build delivery.	15 Points
4.	The respondent’s demonstrated experience in Design build service projects as a team.	10 Points
5.	The respondent’s demonstrated experience with government/municipal projects, particularly emergency service facilities.	15 Points
6.	The quality of references from past clients of respondent.	10 Points
7.	The demonstrated ability of the respondent to meet budgets and schedules on past projects.	15 Points
8.	The respondent’s safety record supported by accurate and verifiable data.	10 Points
	Total	100 Points

2.39 Respondent's Acceptance of Evaluation Method

Submission of an SOQ indicates respondent’s acceptance of the evaluation technique and respondent’s recognition that some subjective judgments must be made by the County’s evaluation team during the assigning of points.

2.40 Acknowledgements

Each respondent, in submitting an SOQ, understands and agrees that this RFQ is predicated on the County’s anticipated requirements for the TCEQ 319 Grant Caldwell County Justice Center Permeable Paver Parking Lot, and that the County has made no representation, written or oral, that any such requirements be furnished under a contract arising in connection with this RFQ. Furthermore, each respondent, in submitting an SOQ, understands and agrees that all costs incurred by the respondent in connection with the two-phase selection process hereunder shall be at the sole risk and responsibility of the respondent.

2.41 Key Events Schedule:

Issue Request for Qualifications	11/14/18
Inquiries Due	11/23/18
Issue Addenda, if any	11/26/18
Receive Statements of Qualifications	11/28/18
Short List Identified/ Issue Request for Proposals	12/09/18

Receive Proposals	14 calendar days after Issuance of RFP
Interviews, if required	TBD
County Approval to Negotiate Contract	TBD

Note: All dates or estimated timelines pertaining to the Request for Proposals (RFP) are subject to change without notice during the duration of this RFQ and evaluation period. The dates and timelines will be determined with the Issuance of the RFP. The intent of this schedule is to notify Respondents that a short turnaround time for the RFP is anticipated.

2.42 Eligible Respondents

Only individual firms or lawfully formed formal business organizations may submit an SOQ, unless the respondent expressly states in writing in the SOQ that, if awarded a contract, it will lawfully form a formal business organization in a timely manner so as not to delay the Project. Any informal associations will be disqualified. This does not preclude a respondent from engaging consultants by contract. The County will contract only with individual firms or formal organizations such as a) joint ventures, b) limited liability corporations, c) partnerships, or d) corporations authorized to do business in the State of Texas.

3.0. SUBMITTAL REQUIREMENTS

3.1 General Instructions

- 3.1.1 Respondents should carefully read the information contained herein and submit a complete response to all requirements and questions as directed.
- 3.1.2 SOQ's and any other information submitted by respondents in response to this RFQ shall become the property of the County.
- 3.1.3 SOQ's which are qualified with conditional clauses, or alterations, or items not called for in the RFQ, or irregularities of any kind are subject to disqualification by the County, at its sole option.
- 3.1.4 Each SOQ should be prepared simply and economically, providing a straightforward, concise description of the respondent's ability to meet the requirements of this RFQ and the potential RFP. Emphasis should be on completeness, clarity of content, responsiveness to the requirements, and an understanding of the County's needs.
- 3.1.5 The County makes no guarantee that an award will be made as a result of this RFQ or any subsequent RFP, and reserves the right to accept or reject any or all SOQ's, waive any informalities or minor technical inconsistencies, or delete any item/requirements from this RFQ or subsequent RFP when deemed to be in the County's best interest. Representations made within an SOQ and any subsequent proposal will be binding on the respondent firms. The County will not be bound to act by any previous communication or information submitted by a respondent.
- 3.1.6 Failure to comply with the requirements contained in this RFQ may result in the rejection of a respondent's SOQ.

3.2 Preparation and Submittal Instructions

- 3.2.1 Each respondent must complete, sign and return the attached Section 5.0, Execution of Offer, as part of its SOQ. The Execution of Offer must be signed by an officer of the respondent's company

authorized to bind the respondent to the statements and representations in the SOQ. Failure to sign and return this form will subject a respondent's SOQ to disqualification.

3.2.2 Each respondent must complete, sign and return the attached Section 6.0, Felony Conviction Notification, as part of its SOQ. The Felony Conviction Notification must be signed by an officer of the respondent's company authorized to bind the respondent to the statements and representations in the SOQ. Failure to sign and return this form will subject a respondent's SOQ to disqualification.

3.2.3 Each respondent must include answers to required questions in the attached Section 7.0, Respondent Questionnaire. It is not necessary for a respondent to repeat the questions in the SOQ; however, it is essential that the respondent reference the question number to each corresponding answer. In cases where a question does not apply or if unable to respond, reference the question number and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Briefly explain the reason for each N/R response.

3.2.4 **Page Size, Binding and Dividers:**
Each SOQ must be typed on letter-size (8-1/2" x 11") paper. The County requests that each SOQ be submitted in a bound format (not a three-ring binder). Do not include preprinted material or other attachments in the SOQ. Sections should be divided by tabs for ease of reference.

3.2.5 **Table of Contents:**
Include with the SOQ a Table of Contents that, minimally, includes tab number references noted in the following table. The first eight (8) tabs of the Table of Contents should correspond to the eight (8) Criteria for Qualification stated in paragraph 2.38 and further detailed in Section 7.0. Tab 9 should contain a completed and executed copy of the 5.0 Execution of Offer Letter and 6.0 Felony Conviction Notification as well as certifications from the firm's insurance and bonding agents.

Tab 1	The respondent's demonstrated capability and financial resources to perform the work within the time and budget projected.
Tab 2	The qualifications and experience of the team members proposed for this project.
Tab 3	The respondent's demonstrated capability in Design build delivery.
Tab 4	The respondent's demonstrated experience in Design build projects as a team.
Tab 5	The respondent's demonstrated experience with government/municipal projects.
Tab 6	The quality of references from past clients of respondent.
Tab 7	The demonstrated ability of the respondent to meet budgets and schedules on past projects.
Tab 8	The respondent's safety record supported by accurate and verifiable data.
Tab 9	Execution of Offer Letter, Felony Conviction Notification and Agents Certifications: Signed and Completed Execution of Offer (ref. Section 5) Signed and Completed Felony Conviction Notification (ref. Section 6) Certifications Bonding Agent Letter (ref. paragraphs 3.3) Insurance Agent Letter (ref. paragraphs 3.3)

3.2.6 **Pagination:**
All pages of the SOQ should be numbered sequentially in Arabic numerals (1, 2, 3, etc.) or by section (1-1, 1-2, etc.). Attachments should be numbered or referenced separately.

3.2.7 **Number of Copies:**

Submit one (1) original and seven (7) complete copies of the entire SOQ with one (1) complete consolidated electronic copy of files in PDF format. An original signature must appear on the Execution of Offer (ref. Section 5.0) and Felony Conviction Notification (ref. Section 6.0) of the Original, which should be distinctly identified.

3.2.8 Submission

- 3.2.8.1. Qualification materials shall be enclosed in a sealed, opaque envelope, box or container addressed to the location identified in Section 2.3.3. The package must clearly identify the RFQ number, the submittal deadline and the name, email address, phone number and return address of the Respondent.
- 3.2.8.2. Properly submitted Qualifications will not be returned to Respondents.
- 3.2.8.3. Late Qualifications will not be considered under any circumstances and will not be returned to the Respondent. If the Respondent wishes to pick up the Qualifications, the Respondent may do so at the Purchasing Department within 24 hours of the submittal deadline.
- 3.2.8.4. Telephone, facsimile or e-mail submission of Qualifications is not acceptable in response to the RFQ.
- 3.2.8.5. Reference Section 2.2 for submission location and deadline.

3.3 Bonds and Insurance Instructions

- 3.3.1 Attach a letter of intent from a bonding agent indicating the respondent's bond ability for the Design build delivery method of the Project.
- 3.3.2 Attach a letter of intent from an insurance company indicating the insurability of the respondent for the Design build delivery method of the TCEQ 319 Grant Justice Center Permeable Paver Parking Lot.
- 3.3.3 The surety and insurance companies shall each acknowledge that the firm may be covered for all construction phases of the Design build delivery method of the Project.

3.4 Bonds and Insurance Requirements

- 3.4.1 The Contractor shall procure and maintain the following types of insurance coverage in at least the following amounts (unless the contract specifies different coverage or amounts).
 - Workers' Compensation: Statutory
 - Employer's Liability: \$1,000,000.00
 - Comprehensive General Liability: \$1,000,000.00 each occurrence
\$1,000,000.00 in the aggregate
 - Comprehensive Automobile Liability: (Any auto, hired auto, non-owned auto)
 - Bodily Injury: \$1,000,000.00 each person
\$1,000,000.00 each occurrence
 - Property Damage: \$1,000,000.00 each occurrence
 - Owner's and Contractor's Protective: \$1,000,000.00
 - Builder's Risk: Full value of construction costs

- Professional Liability Insurance: Min. \$1,000,000.00 with terms and carrier acceptable to Owner
- General Liability Umbrella Policy: \$1,000,000 each occurrence
- Errors and Omissions Insurance: \$1,000,000.00 (ref. paragraph C.7)

3.4.2 The Contractor must meet the following requirements:

Each policy of insurance shall be issued by one or more insurance companies each of which must have an A.M. Best Company financial and performance rating of A-VII or better and be qualified and authorized by the laws of the State of Texas to assume the risk covered by such policy.

3.4.3 Contractor shall deliver to the County:

- 3.4.3.1 Certificates evidencing the existence of all required insurance promptly after the execution and delivery of the contract; and
- 3.4.3.2 The Contractor must deliver replacement certificates at least thirty (30) days prior to the expiration of any required insurance. If the Contractor fails to pay any of the premiums for the insurance, the County shall have the right to make the payments and set off the amount thereof against payments owed to the Contractor; and
- 3.4.3.3 The insurance certificates must name the County as an Additional Insured, with the exception of Workers' Compensation and Employer's Liability, and must provide that the policies will not be canceled until after thirty (30) days' unconditional, unqualified written notice to the County, giving the County the right to pay the Premium to maintain coverage; and
- 3.4.3.4 The insurance certificates must contain a Waiver of Subrogation in favor of the Owner and an additional insured endorsement for General Liability; and
- 3.4.3.5 The required insurance policies required in this RFQ shall be kept in full force and effect for the periods specified below:
 - 3.4.3.5.1. Commercial General Liability Insurance, Auto Liability, Builder's Risk, and Owner's and Contractor's Protective shall be kept in force until receipt of final payment by the Contractor; and
 - 3.4.3.5.2. Workers' Compensation Insurance shall be kept in force until the Contractor's obligations have been fully performed, and accepted by the County in writing; and
 - 3.4.3.5.3. The Contractor shall provide the County a full and complete copy of any insurance policy promptly upon request by the County, and without charge to the County; and
- 3.4.3.6 The County will accept a Certificate of Insurance from the contractors' architect and engineers without requiring the contractor to provide Error & Omission insurance. The Certificate of Insurance must identify the Owner as an Additional Insured and state the limits of coverage.

3.4.4 Bonding

The Contractor shall meet the following requirements:

- 3.4.4.1 The Contractor shall provide evidence satisfactory to the County of its bonding capacity in the penal sums of the performance and payment bonds delivered to the County and each bond must be in an amount equal to the construction budget, as specified in the request for qualifications.
- 3.4.4.2 The Contractor shall deliver payment and performance bonds to the County within ten (10) days of execution of the Contractor's guaranteed maximum price proposal ("GMP"). The bonds will be in accordance with the provisions of Chapter 2253, Texas Government Code and Chapter 2269.258, Texas Government Code. The bonds shall be in the amount of the construction services portion of the contract only and shall not include amounts solely attributable to design services. The bonds shall be executed by a corporate surety or sureties authorized to do business in the State of Texas and acceptable to Caldwell County. The surety or sureties must have a rating of B+ or higher as registered with the A.M. Best Company Bond Rating Service. If any bond is for more than ten (10) percent of the surety's capital and surplus, the Owner may require certification that the company has reinsured the excess portion with one or more reinsurers authorized, accredited, or trusted to do business in the State. A reinsurer may not reinsure for more than ten (10) percent of its capital and surplus. If a surety upon a bond loses its authority to do business in the State, the Contractor shall within thirty (30) days after such loss furnish a replacement bond at no added cost to Caldwell County.
- 3.4.4.3 Each bond shall be accompanied by a valid Power-of-Attorney (issued by the surety company and attached, signed and sealed with the corporate embossed seal, to the bond) authorizing the attorney in fact who signs the bond to commit the company to the terms of the bond, and stating any limit in the amount for which the attorney can issue a single bond. Each bond with a penal sum in excess of \$100,000 shall be executed by a corporate surety or sureties listed on the then-current version of U.S. Treasury Department circular 570 and which hold a certificate of authority from the U.S. Secretary of the Treasury as a surety, or obtain reinsurance from a reinsurer authorized as a reinsurer in Texas and which is listed on the then-current U.S. Treasury Department circular 570 and holds a certificate of authority from the U.S. Secretary of the Treasury as a surety or reinsurer.
- 3.4.4.4 Security Bond: The Contractor will be required upon execution of the contract to execute a Security Bond in the amount of five (5) percent of the Design build Cost Limitation. Any further specific requirements will be outlined in the Design build Contract Agreement.

3.5 Pricing

Statement of Qualification responses shall not include proposals for fees, pricing, or other compensation. Such information will be solicited from firms in the subsequent RFP and reviewed from firms pre-qualified by the County.

4.0. SPECIFICATIONS FOR THE RFQ

4.1 General

The County requests SOQ's from qualified and experienced firms for Design build for the Caldwell County TCEQ 319 Grant Justice Center Permeable Paver Parking Lot meeting the following minimum specifications stated in this Section.

4.3 Delivery

The County's milestone events for the Project established to date include:

Schematic Design Phase Complete	January 30, 2019
Design Development Phase Complete	March 20, 2019
Construction Document Phase	April 1, 2019
Guaranteed Maximum Price Proposal	April 15, 2019
Begin Construction	April 24, 2019
Substantial Completion	May 30, 2019

4.4 Scope Of Work

4.4.1. This document does not address all design and construction phase deliverables required for this project. Included in the scope of work requirements are the following phases:

- 4.4.1.1. Geotech/Civil/Site Development Plan submission acceptable to the County
- 4.4.1.2. Design Development with GMP including presentations to the County
- 4.4.1.3. Construction Documents including presentations to the County
- 4.4.1.4. Bidding/Negotiation/Award of Sub Contracts
- 4.4.1.5. Construction Administration
- 4.4.1.6. Project Closeout/Start-up/Commissioning
- 4.4.1.7. Warranty Review

4.4.2. The Project site is located at the Caldwell County Justice Center, desired to implement low impact development (LID) best management practices (BMPs) at the Caldwell County Justice Center as an adaptive management strategy of the Plum Creek Watershed Protection Plan (WPP) for reducing urban nonpoint runoff and improving water quality in Plum Creek. The Caldwell County Justice Center will have many visitors annually and will serve as the primary office for Caldwell County government employees, making it a highly visible location for LID BMPs. Plum Creek (Assessment Unit 1810_01), which receives runoff from the project area, is listed in the 2012 Texas Integrated Report of Surface Water Quality as impaired for bacteria, and has concerns for dissolved oxygen and nitrate.

- 4.4.3. The following specifications have been taken from TCEQ contract.
- Minimum 36 parking spaces in permeable pavement
 - Minimum 13,250 square feet of permeable pavement
 - Underdrain sized to carry the flow of a 10 year rainfall event
 - Parking lot must be made with pavers only or pavers with concrete drive lanes to allow for drainage purposes.
 - Exhibits are attached for location and layout of parking lot location

Estimated Cost; Maximum Time Allowed

The estimated cost of the Project is **\$230,000**. All aspects of the project will be completed and open to traffic no later than May 31st, 2019.

4.4.4. The County is not seeking any LEED certification. However, it request the design and construction of the Project consider sustainability and operational costs.

4.4.5. With the exception of the specific procurement and/or scope items listed below, all other project requirements and costs will be the responsibility of the Design build team. All coordination and scheduling between owner-managed and contractor-managed scope will be the responsibility of the Design build team.

4.4.6. Owner-Managed Procurement and/or Scope:

4.4.5.1. Technology Expenses – Owner will procure. All coordination, design and scheduling is the responsibility of the Design build team. All low voltage and IT cabling is the responsibility of the Design build team.

4.5 Pre-Construction Phase Services

The Pre-Construction Phase shall be deemed to commence upon the date specified in a written Notice to Proceed with Pre-Construction Phase Services issued by Owner and shall continue through completion of the Construction Documents and procurement of all major Subcontractor agreements. Contractor is not entitled to reimbursement for any costs incurred for Pre-Construction Phase Services performed before issuance of the written Notice to Proceed. Pre-Construction Phase Services may overlap Construction Phase Services. Contractor shall perform the following Pre-Construction Phase Services:

4.5.1. General Coordination

4.5.1.1. Contractor's Pre-Construction Phase Services team shall attend Project Team meetings with Owner, Owner representatives, and A/E at regularly scheduled intervals throughout the Pre-Construction Phase. Frequent Project Team meetings are anticipated prior to Owner acceptance of the GMP and during completion of the Construction Documents.

4.5.1.2. Provide a preliminary evaluation of "Facility Design Guidelines", Program of Requirements and the AACC, each in terms of the other.

4.5.1.3. Review and understand the standards and requirements in Owner's Specifications and perform all services in accordance with those standards and requirements.

4.5.1.4. Visit the site and inspect the existing facilities, systems and conditions to ensure an accurate understanding of the existing conditions as required.

4.5.1.5. Participate as a member of the Project Team in the development of the Program of Requirements if such program has not been developed prior to the Effective Date of this Agreement.

4.5.1.6. Provide recommendations and information to the Project Team on: site usage and site improvements; building systems, equipment and construction feasibility; selection and availability of materials and labor; time requirements for installation and construction; assignment of responsibilities for safety precautions and programs; temporary Project facilities; equipment, materials and services for common use of Contractor and Owner's separate contractors, if any; cost factors, including costs of alternative materials or designs, preliminary budgets, and possible cost savings; recognizing and tracking the resolution of conflicts in the proposed Drawings and Specifications; methods of delivery of materials, systems, and

equipment; and any other matters necessary to accomplish the Project in accordance with the Work Progress Schedule (as defined below) and the AACC. Notwithstanding the above, Contractor shall not be required to provide A/E services unless specifically required by the Contract Documents and Contractor's recommendations and information are furnished in its capacity as a Contractor.

- 4.5.1.7. Assist Owner in selecting and directing the services of existing facility surveys, testing and balancing, environmental surveys or other special consultants hired by Owner to develop additional information for the design or construction of the Project.
- 4.5.1.8. At Owner's request, attend public meetings and hearings concerning the development and schedule of the Project.
- 4.5.1.9. Contractor shall use all Construction Documents returned to A/E from the Subcontractor proposers.

4.5.2. Constructability Program

- 4.5.2.1. Implement and conduct a constructability program to identify and document Project cost and schedule savings opportunities. The constructability program shall follow accepted industry practices and be reviewed by Owner at design milestones. Whenever the term "value engineering" is used in conjunction with this Agreement or the Project, it has its commonly accepted meaning within the construction industry and does not imply the practice of professional engineering without a license. If any value engineering activities constitute the professional practice of engineering, then such activities shall be performed by an engineer licensed in Texas.
- 4.5.2.2. Prepare a "Constructability Report" that identifies items that, in Contractor's opinion, may negatively impact construction of the Project. The Constructability Report shall address the overall coordination of model(s), Drawings, Specifications, details and schedules and identify discrepancies that may generate Change Orders or claims once Project construction commences. Contractor shall provide Owner with an update to the Constructability Report at every milestone meeting during the Pre-Construction Phase.
- 4.5.2.3. Provide and implement a system for tracking questions, resolutions, decisions, directions and other information matters that arise during the development of the model(s), Drawings and Specifications for the Project. The decision tracking system shall be in a format approved by Owner and updated by Contractor at least monthly during the Pre-Construction Phase.

4.5.3. Scheduling

- 4.5.3.1. Develop a Work Progress Schedule for Project Team review and Owner's approval that coordinates and integrates activities on the Project, including Contractor's services, A/E's design services, the work of other consultants and suppliers, and Owner's activities with the anticipated construction schedules for other contractors. The WPS must identify all major milestones through Project Final Completion.
- 4.5.3.2. Contractor shall update the WPS throughout the Pre-Construction and Construction Phases as described in Owner's requirements and Specifications.

- 4.5.3.3. The WPS shall include other detailed schedule activities as directed by Owner including, but not limited to, Owner-managed work under separate contracts such as equipment, furniture and furnishings, telephones, project security, property protection, life-safety systems, integration with central campus monitoring systems, information and instructional technology data-transmission systems, and computer technology systems.
- 4.5.4. Budget and Cost Consultation
- 4.5.4.1. Contractor is responsible for the construction budget and for preparing and updating all procurement and Estimated Construction Costs and distributing them to the Project Team throughout the duration of the Project.
- 4.5.4.2. Contractor shall prepare and update an Estimated Construction Cost report at the completion of Schematic Design, Design Development, and at the fifty percent (50%) and the hundred percent (100%) completion stages of the Construction Documents phase of the Project. The GMP Proposal, when submitted, will have as its basis a current ECC report. The ECC report for Schematic Design shall be a detailed estimate organized in Construction Specifications Institute, MasterFormat 2004. The ECC reports for the Design Development and Construction Documents phases shall be detailed estimates derived from cost quantity surveys based on unit prices for labor, materials, overhead and profit, organized in Construction Specifications Institute, MasterFormat 2004 for each portion of the Work.
- 4.5.4.3. Contractor shall provide continuous cost consultation services throughout the duration of the Project, including identification and tracking of decisions that affect the scope or quality of the Project and providing ongoing updates of their cost and budget impact. Advise the Project Team immediately if Contractor has reason to believe that the most current ECC will exceed the AACC or not meet WPS requirements and recommend reasonable strategies for bringing the Project in line with the AACC and the WPS.
- 4.5.4.4. Contractor shall promptly identify all variances between estimated costs and actual costs during the Construction Phase, and shall promptly report such variances to the Project Team, in a format acceptable to Owner, along with recommendations for action, but in any event no more than two (2) business days after acquiring such information.
- 4.5.4.5. Should any ECC exceed or fall significantly below the approved AACC, Owner and Contractor shall negotiate changes to the Project scope, requirements or the AACC as required.
- 4.5.5. Coordination of Design and Construction Contract Documents
- 4.5.5.1. Review model(s), Drawings, Specifications and other Construction Documents as they are developed by A/E during the Schematic Design, Design Development, and Construction Documents design phases of the Project.
- 4.5.5.2. Consult with Owner and A/E on the selection of materials, equipment, component systems, and types of construction used on the Project. Advise Owner on site use, construction feasibility, availability of labor and materials, procurement time requirements, and construction coordination.
- 4.5.5.3. Advise Owner of any error, inconsistency or omission discovered in the model(s), Drawings,

Specifications, and other Construction Documents.

- 4.5.5.4. Advise Owner on reasonable adjustments in the Project scope, quality or other options for keeping the Project cost within the AACC.
- 4.5.5.5. Review the model(s) and Construction Documents for compliance with all applicable laws, rules and regulations, the Contract Documents, and Owner requirements.
- 4.5.5.6. It is not the Contractor's responsibility to ascertain that the drawings and specifications are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations, but Contractor will report any variances which should have reasonably been discovered.

4.5.6. Construction Planning and Subcontractor Buyout Strategy

- 4.5.6.1. Identify equipment or material requiring extended delivery times and advise Owner on expedited procurement of those items. Advise Owner and A/E on the preparation of performance specifications and requests for technical proposals for the procurement and installation of systems and components and for the procurement of long lead items. If requested by Owner, and subject to Owner's prior written approval, issue requests for technical proposals to qualified sources and receive proposals and assist in their evaluation.
- 4.5.6.2. Make recommendations to the Project Team regarding organization of the Construction Documents to facilitate the bidding and awarding of construction subcontracts in a manner that promotes the interests of the Project and Owner. These recommendations may include, but are not limited to, phased or staged construction or multiple separate contracts. The recommendations shall take into consideration such factors as time of performance, type and scope of work, availability of labor and materials, overlapping trade jurisdictions, provisions for temporary facilities, comparisons of factory and on-site production costs, shipping costs, code restrictions, Owner's goals for HUB Contractor participation, and other constraints.
- 4.5.6.3. Review the model(s) and Construction Documents with the Project Team to eliminate areas of conflict and overlap in the work to be performed by the various Subcontractors or Owner's separate contractors.
- 4.5.6.4. Develop a bid/proposal package strategy in coordination with A/E that addresses the entire scope of each phase and stage of the Project. In developing the bid/proposal package strategy, Contractor shall identify all bid/proposal packages on which Contractor intends to submit a self-performance bid/proposal. The bid/proposal package strategy shall be reviewed with Owner on a regular basis and revised throughout the buyout of the Project so as to best promote the interests of the Project and Owner.
- 4.5.6.5. Assist Owner, A/E, Owner's other consultants, and Owner's separate contractors in obtaining all applicable LEED documentation, risk management, code, and regulatory agency reviews and approvals for the Project including, without limitation, the Texas Higher Education Coordinating Board, the Texas Department of Licensing and Regulation, the State Fire Marshal, the local fire department, and Owner's insurance provider.
- 4.5.6.6. Refine, implement and monitor required HUB Subcontracting Plans to promote equal employment opportunity in the provision of goods and services to Owner for the Project.

- 4.5.6.7. Review the model(s) and Construction Documents to ensure that they contain adequate provision for job site areas required for construction, all temporary facilities necessary for performance of the Work, and provisions for all of the job site facilities necessary to manage, inspect, and supervise construction of the Project.
- 4.5.6.8. Provide an analysis of the types and quantities of labor required for the Project and review the appropriate categories of labor required for critical phases or stages. Make recommendations that minimize the adverse effects of labor shortages.
- 4.5.6.9. Consult with and make recommendations to Owner on the acquisition schedule for fixtures, furniture and equipment, and coordinate with Owner as may be required to meet the WPS.

4.5.7. Obtaining Bids/Proposals for the Project

- 4.5.7.1. Contractor shall publicly advertise and solicit competitive lump sum bids/proposals from trade contractors or subcontractors for the performance of all major elements of the Project other than the minor work that may be included in General Conditions. Criteria for determining the bid/proposal that provides the best value to Owner shall be established by the Project Team and included in the request for bids or proposals. Contractor shall notify Owner in advance in writing of the date it will receive the bids/proposals.
- 4.5.7.2. Schedule and conduct pre-bid conferences with interested bidders/proposers, Subcontractors, material suppliers, and equipment suppliers, and record minutes of the conferences.
- 4.5.7.3. Contractor and Owner shall review all trade contractor or Subcontractor bids/proposals in a manner that does not disclose the contents of any bid/proposal to persons outside of the Project Team during the selection process. Based on the selection criteria included in the request for proposals, Contractor shall recommend to Owner, in a format acceptable to Owner, the bid/proposal(s) that provides the best value for the Project. Upon Owner's written concurrence with the recommendation, Contractor may negotiate the terms of the subcontract with the apparent best value bidder/proposer.
- 4.5.7.4. All subcontracts must be on a lump sum basis unless other payment terms are approved in writing and in advance by the Director for the Office of Facilities Planning & Construction or designee. Upon Owner's concurrence in the final terms of the subcontract, Contractor shall enter into a written subcontract for the subcontract work and upon request provide a copy to Owner. All bids/proposals shall be publicly available after award of the subcontract or within seven (7) days after the date of final selection, whichever is later.
- 4.5.7.5. If Contractor reviews, evaluates, and recommends to Owner a bid/proposal from a qualified trade contractor or subcontractor, but Owner requires another bid/proposal to be accepted, Owner shall compensate Contractor by a change in price, time, or Guaranteed Maximum Price for any additional cost and risk Contractor incurs because of Owner's requirement that the other bid/proposal be accepted.
- 4.5.7.6. Contractor may seek to self-perform portions of the Project identified for self-performance in the bid/proposal strategy. Contractor must submit a bid/proposal for the self-performance work in the same manner as all other trade contractors or Subcontractors. However, Contractor

bid/proposal must be sealed and submitted not less than twenty four (24) hours before the submission date for all other trade contractors or Subcontractors. Owner will, at its sole discretion, determine whether Contractor's bid/proposal provides the best value for Owner, and its determination shall be final. Contractor must perform approved self-performance work in accordance with the same terms and conditions as its other Subcontractors. For payment purposes, Contractor shall account for self- performance work in the same manner as it does all other subcontract costs.

- 4.5.7.7. Contractor shall identify every Subcontractor it intends to use on the Project, including Subcontractors used for self-performed work, to Owner in writing, in a format acceptable to Owner, and deliver to Owner a HUB Subcontracting Plan at least ten (10) days before entering into any subcontract. Contractor shall not use any Subcontractor to which Owner has a reasonable objection. Contractor shall not be required to subcontract with any Subcontractor to which it has reasonable objection. Following Owner's acceptance of a Subcontractor, that Subcontractor shall not be changed without Owner's written consent, which shall not be unreasonably withheld.
- 4.5.7.8. If a selected trade contractor or Subcontractor fails to execute a subcontract after being selected in accordance with this Paragraph or defaults in the performance of its work, Contractor may, in consultation with Owner and without further advertising, fulfill the subcontract requirements itself or select a replacement trade contractor or subcontractor to do so.

4.5.8. Safety

- 4.5.8.1. In accordance with the UGSC, Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Project. The safety program shall comply with all applicable requirements of the Occupational Safety and Health Act of 1970 and all other applicable federal, state and local laws and regulations.
- 4.5.8.2. Contractor shall provide recommendations and information to Owner and A/E regarding the assignment of responsibilities for safety precautions and programs, temporary Project facilities, and equipment, materials, and services for common use of the Subcontractors. Contractor shall verify that appropriate safety provisions are included in the Construction Documents.

4.6 Pre-Construction Phase Fee

The Pre-Construction Phase Fee is the total compensation payable to Contractor for the performance of Pre-Construction Phase Services, except for Additional Pre-Construction Phase Services approved in advance and in writing by Owner. The Pre-Construction Phase Fee shall be a lump sum amount based on the AACC established in this Agreement.

- 4.6.1. Except as specifically allowed by Owner, Contractor shall not be entitled to any increase in the Pre-Construction Phase Fee for any costs, expenses, liabilities or other obligations arising from the performance of Pre-Construction Phase Services.
- 4.6.2. Costs associated with the following items are specifically, but not exclusively, included in the establishment of the Pre-Construction Phase Fee: profit and profit sharing; general overhead; salaries and labor; housing and relocation; estimating, scheduling and information management systems and software; contract administration; office expenses; printing and copying; consulting fees; legal or accounting fees; cost of money; taxes; insurance premiums and deductibles; bond

costs; purchase or rental of equipment; utilities; travel; per diem; fines or penalties; and damage awards.

- 4.6.3. If the scope of the Pre-Construction Phase Services is changed materially, the Pre- Construction Phase Fee shall be equitably adjusted. If the AACC is changed materially before acceptance of the GMP Proposal, the Pre-Construction Phase Fee shall be adjusted in writing in proportion to the change in the AACC. There shall be no adjustments in the Pre-Construction Phase Fee following acceptance of the GMP Proposal.
- 4.6.4. For Additional Pre-Construction Phase Services that are approved in advance and in writing by Owner, Contractor shall be entitled to additional compensation computed as follows:
 - 4.6.4.1. A pre-established lump sum amount; or
 - 4.6.4.2. The hourly cost of Contractor's employees or consultants who actually perform the Additional Services based on the employee's Worker Wage Rate or prorated Monthly Rate plus the actual cost of allowable expenses incurred in the performance of the Additional Pre-Construction Phase Services, plus an overhead and profit markup of ten percent (10%) of the total cost; or
 - 4.6.4.3. As otherwise agreed in advance and in writing.

4.7 Guaranteed Maximum Price Proposal

- 4.7.1. At the conclusion of the Design Development phase the Contractor shall prepare and submit a Guaranteed Maximum Price Proposal to Owner based on the Design Development phase documents and review comments. The GMP shall be delivered to the Owner within three (3) weeks of the Design Development review meeting or a date established by the Owner. The GMP Proposal must be prepared in accordance with the guidelines established by Owner and delivered in the format specified by Owner in Exhibit "E" attached to this Agreement. Owner, at its sole option and discretion, may specify different requirements for the GMP Proposal. Contractor shall not withdraw its Guaranteed Maximum Price Proposal for ninety (90) days following submission to Owner.
- 4.7.2. In developing the GMP Proposal, Contractor shall coordinate efforts with A/E to identify qualifications, clarifications, assumptions, exclusions, value engineering and any other factors relevant to establishment of a GMP. Contractor shall review development of the GMP Proposal with Owner on an ongoing basis to address clarifications of scope and pricing, distribution of contingencies, schedule, assumptions, exclusions, and other matters relevant to the establishment of a GMP.
- 4.7.3. The GMP Proposal must include a written description of how it was derived that specifically identifies the clarifications and assumptions made by Contractor in the GMP and the monetary amounts attributable to them. The GMP Proposal shall include, without limitation, a breakdown of Contractor's estimated General Conditions Costs and estimated Cost of the Work organized by trade and Masterformat 2004; contingency amounts; the Construction Phase Fee; and the proposed Contract Time, including dates for Notice to Proceed, Substantial Completion and Final Completion. Notwithstanding the breakdown of Contractor's estimated costs, there are no line item guaranteed maximum amounts except for general conditions.
- 4.7.4. The Guaranteed Maximum Price Proposal shall allow for reasonably expected changes and

refinements in the Drawings and Specifications through completion of the Construction Documents, except for material changes in scope.

- 4.7.5. The GMP Proposal shall include a Contractor's Contingency amount. .
- 4.7.6. Included with its GMP Proposal, Contractor shall provide three complete, bound sets of the drawings, specifications, plans, sketches, instructions, requirements, materials, equipment specifications and other information or documents that fully describe the Project as developed at the time of the GMP Proposal and that are relevant to the establishment of the GMP. The bound supporting documents shall be referenced in and incorporated into the GMP Proposal.
- 4.7.7. The GMP Proposal and all supporting documents shall identify and describe all items, assumptions, costs, contingencies, schedules and other matters necessary and relevant for proper execution and completion of the Work and for establishment of the GMP. The GMP Proposal and the supporting documents are complementary and, in the event of an irreconcilable conflict between or among them, the interpretation that provides for the higher quality or quantity of material and/or workmanship shall prevail over all other interpretations.
- 4.7.8. In submitting the GMP Proposal, Contractor represents that it will provide every item, system or element of performance that is identified, shown or specified in the GMP Proposal or the supporting documents, along with those necessary or ancillary materials that are reasonably inferable and equipment for their complete operating installation, unless specifically accepted in writing by Owner. Upon Owner's written acceptance of the GMP Proposal, Contractor shall not be entitled to any increase in the GMP due to the continued refinement of the Construction Documents or the absence or addition of any detail or specification that may be required in order to complete the construction of the Project as described in and reasonably inferable from the GMP Proposal or the supporting documents used to establish the GMP.
- 4.7.9. The GMP Proposal shall adopt and incorporate all of the terms and conditions of this Agreement and all attachments to this Agreement. Any proposed deviation from the terms and conditions of this Agreement must be clearly and conspicuously identified to Owner in writing and specifically accepted in writing by Owner. In the event of a conflict between any term of the GMP Proposal that was not clearly and conspicuously identified and approved by Owner and the terms of this Agreement and its attachments, the terms of the Agreement and its attachments shall control.
- 4.7.10. Owner may accept or reject the Guaranteed Maximum Price Proposal or attempt to negotiate its terms with Contractor. Upon acceptance by Owner of the GMP Proposal in writing, both parties shall execute the GMP Proposal which shall become part of this Agreement. If Owner rejects the GMP Proposal or the parties are unable or unwilling to agree on a GMP, Owner may terminate this Agreement.
- 4.7.11. Following Owner's acceptance of the GMP Proposal, Contractor shall continue to monitor the development of the Construction Documents so that, when complete, the Construction Documents adequately incorporate and resolve all qualifications, assumptions, clarifications, exclusions and value engineering issues identified in the GMP Proposal. During the Construction Documents stage, Contractor and A/E shall jointly deliver a monthly written status report to Owner describing the progress on the incorporation of all qualifications, assumptions, clarifications, exclusions, value engineering issues and all other matters relevant to the establishment of the GMP into the Construction Documents.

- 4.7.12. Contractor shall be entitled to an equitable adjustment of the GMP if it is required to pay or bear the burden of any new federal, state, or local tax, or any rate increase of an existing tax, except taxes on income, adopted through statute, court decision, written ruling, or regulation taking effect after acceptance of the GMP Proposal. This equitable adjustment does not apply to tax increases borne solely by Subcontractors.
- 4.7.13. The parties may agree to convert the GMP to a lump sum contract amount at any time after Contractor has received bids or proposals from trade Contractors or Subcontractors for the performance of all major elements of the Project. In proposing a lump sum amount, Contractor shall consider the buyout savings, any unused contingency amounts and the trade package contracts that have not been finalized. In preparing a lump sum conversion proposal, Contractor must provide the following information:
- 4.7.13.1. The stage of completion of the Project;
 - 4.7.13.2. The trade packages that have been completely bought out;
 - 4.7.13.3. The trade packages remaining that have not been bought out;
 - 4.7.13.4. A complete line item breakdown of the calculations used to establish a lump sum amount based on the GMP Schedule of Values;
 - 4.7.13.5. An accounting of all savings amounts that are to be returned to Owner as part of the lump sum calculation; and
 - 4.7.13.6. Any other Project information requested by Owner.
- 4.7.14. Contractor shall document the actual Cost of the Project at buyout as compared to the Guaranteed Maximum Price Proposal and shall report this information to Owner monthly and with Contractor's recommendation for selection of a bid/proposal for each subcontracting package.
- 4.7.15. Notwithstanding anything to the contrary herein, Contractor shall have no liability for delay or liquidated damages if the parties are unable to reach an agreement on the GMP.

4.8 Construction Phase Services

The Construction Phase shall be deemed to commence upon the date specified in a written Notice to Proceed issued by Owner after approval of the Guaranteed Maximum Price Proposal and shall continue until Final Completion of all Work. Pre-Construction Phase Services may overlap Construction Phase Services. Contractor shall not incur any Subcontractor costs for construction of the Project prior to issuance by Owner of written authorization to commence such Work. Contractor shall perform the following Construction Phase Services:

- 4.8.1. Construct the Work in strict accordance with the Agreement and as required by the UGSC, Special Conditions and Owner's Specifications within the time required by the Work Progress Schedule approved by Owner.
- 4.8.2. Organize and maintain a competent, full-time staff at the Project site with clearly defined lines of authority and communication as necessary to coordinate construction activities, monitor and direct progress of the Work, and further the goals of the Project Team.
- 4.8.3. Designate in writing a representative who is responsible for the day-to-day management of the Construction Phase Services. The designated representative shall be Owner's primary contact during the Construction Phase and shall be available as required for the benefit of the Project and Owner.

The designated representative shall be authorized to act on behalf of and bind Contractor in all matters related to Construction Phase Services including, but not limited to, execution of Change Orders and Applications for Payment.

- 4.8.4. Attend regularly scheduled Project progress meetings and fully advise the Project Team of the Project status including schedule, costs, quality and changes.
- 4.8.5. In addition to attending regularly scheduled Project progress meetings, Contractor shall schedule, direct and attend interim progress meetings (i.e., commissioning meetings, coordination meetings, pre-installation meetings) with other members of the Project Team as required to maintain Project progress. Contractor shall record and distribute the minutes of each meeting to each Project Team member. The minutes shall identify critical activities that require action and the dates by which each activity must be completed.
- 4.8.6. Coordinate delivery and installation of Owner-procured material and equipment.
- 4.8.7. In accordance with Owner's UGSC, provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation, and all other facilities and services necessary for the proper execution and completion of the Work in strict accordance with the requirements of the Construction Documents.
- 4.8.8. Obtain building permits and special permits for permanent improvements as required by law or the Construction Documents. Assist Owner or A/E in obtaining all approvals required from authorities having jurisdiction over the Project.
- 4.8.9. Coordinate, monitor and inspect the work of Subcontractors to ensure conformance with the Construction Documents.
- 4.8.10. Be responsible for all construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work. Contractor shall keep Owner informed of the progress and quality of the Work.
- 4.8.11. Contractor shall promptly correct any defective Work at Contractor's sole expense, unless Owner specifically agrees to accept the Work in writing.
- 4.8.12. Warrant that the materials and equipment provided for the Project will be of good quality and new unless otherwise required or permitted by the Construction Documents; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the Construction Documents. Contractor shall be responsible for correcting all items that do not comply with the Construction Documents at its sole expense without cost to Owner.
- 4.8.13. In accordance with the UGSC's provisions regarding record documents and Owner's Specifications, Contractor shall maintain and deliver the required documents that describe changes or deviations from the Construction Documents that occurred during construction and that reflect the actual "Record Drawings" of the completed Work.

5 EXECUTION OF OFFER CALDWELL COUNTY, TEXAS

THIS SHEET MUST BE COMPLETED, SIGNED, AND RETURNED WITH RESPONDENT'S SOQ. FAILURE TO SIGN AND RETURN THIS SHEET WILL RESULT IN THE REJECTION OF YOUR SOQ.

- 5.1. By signature hereon, the respondent offers and agrees to furnish the products and/or services and comply with all terms, conditions, requirements set forth per the RFQ documents and contained herein.
- 5.2. By signature hereon, the respondent affirms that he has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant or County representative in connection with the submitted SOQ. Failure to sign hereon, or signing with a false statement, shall void the submitted SOQ or any resulting contracts, and the respondent shall be removed from all vendor lists of the County.
- 5.3. By signature hereon, a corporate respondent certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171, Texas Tax Code, or that the corporation is exempt from the payment of such taxes, or that the corporation is an out-of-state corporation that is not subject to the Texas Franchise Tax, whichever is applicable. A false certification shall be deemed a material breach of contract and, at the County's option, may result in cancellation of any resulting contract or purchase order.
- 5.4. By signature hereon, the respondent hereby certifies that neither the respondent nor the firm, corporation, partnership or institution represented by the respondent, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this state, codified in Section 15.01, et. seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated the contents of the SOQ directly or indirectly to any competitor or any other person engaged in such line of business.
- 5.5. By signature hereon, the respondent certifies that all statements and information prepared and submitted in response to this solicitation are current, complete and accurate.
- 5.6. By signature hereon, the respondent certifies that the individual signing this document and the documents made part of the RFQ is authorized to sign such documents on behalf of the company and to bind the company under any contract that may result from the submission of this SOQ.
- 5.7. By signature hereon, the respondent certifies as follows:
- 5.8. "Under Section 231.006, Texas Family Code, the respondent certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified

grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.”

- 5.9. “Under Section 2155.004, *Texas Government Code*, the respondent certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.”
- 5.10. “Under Section 2254.004, *Texas Government Code*, the respondent certifies that each individual or business entity which is an engineer or architect proposed by respondent as a member of its team was selected based on demonstrated competence and qualifications only.”
- 5.11. By signature hereon, the respondent certifies that no relationship, whether by relative, business associate, capital funding agreement or by any other such kinship exist between the respondent and an employee of the County, or the respondent has not been an employee of the County within the immediate twelve (12) months prior to your RFQ response. All such disclosures will be subject to administrative review and approval prior to the County entering into any contract with the respondent.
- 5.12. By signature hereon, the respondent affirms that no compensation has been received for participation in the preparation of the specifications for this RFQ. (Ref. Section 3.102, Article 601b, V.T.C.S.)
- 5.13. The respondent represents and warrants that all articles and services quoted in response to this RFQ will meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and its regulations in effect or proposed as of the date of this RFQ.
- 5.14. By signature hereon, the respondent signifies its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
- 5.15. The respondent acknowledges the following addendum:
Addenda _____ through _____

Complete the following:

FEI No: _____ Charter No: _____

If Sole Owner: _____ If a Corporation: _____
SS No: _____ State of Incorporation: _____

Submitted By:

(Company Name)

(Authorized Signature)

(Date)

(Printed Name)

(Printed Title)

(Street Address)

(County, State, Zip Code)

(Telephone Number)

6.0. FELONY CONVICTION NOTIFICATION

FELONY CONVICTION NOTICE

This Notice is Not Required of a Publicly-Held Corporation.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Vendor's Name (Printed):

Authorized Company Official's Name (Printed):

******Sign Only A, B, or C******

- A. My firm is a publicly-held corporation; therefore, this reporting requirement is not applicable.

Signature of Company Official:

- B. My firm is not owned or operated by anyone who has been convicted of a felony.

Signature of Company Official:

- C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of felon(s): _____

Details of Conviction(s): _____

Signature of Company Official:

7.0. **RESPONDENT QUESTIONNAIRE**

Respondents are requested to submit a complete response to each of the below listed items. Responses should state the criterion at the beginning of the first page of each tabbed Section followed by a brief and concise response. Please reference each response by its criterion number indicated below.

7.1. ***CRITERION: The respondent's demonstrated capability and financial resources to perform the work within the time and budget projected.***

7.1.1. Legal name of the company: _____

Point of Contact Name and Email Address: _____

Address of office that would be providing service: _____

Number of years in business under present name: _____

Type of Operation:

Individual: _____ Partnership: _____ Corporation: _____ Government: _____

Number of Employees: _____ Annual Construction Volume: _____

7.1.2. Provide a copy of your company's financial statements for the past three (3) years. All financial statements may be provided in a separate sealed envelope, addressed to the Purchasing Manager identified in Section 2.33 and labeled "Confidential", however if the financial statements are submitted in a separate envelope they must be received by the Caldwell County Purchasing Department by the deadline for all submissions (see Section 2.33).

7.1.3. Provide copies of Dunn and Bradstreet reports, bank and supplier credit references, or other documentation sufficient to demonstrate the financial stability of your company to deliver this project.

7.1.4. Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.

7.1.5. Provide any details of all past or pending litigation or claims filed against your company that would affect your company's performance under a contract with the County.

7.1.6. Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.

7.1.7. Does any relationship exist whether by family relative, business associate, financial agreement or any other relationship between your company and any County employee? If yes, please explain.

- 7.1.8. A statement certifying that the respondent is not in arrears in payment of any obligations to the County or any other governmental entity, including, without limitation, property or sales taxes, fees, or utility charges.
- 7.2. **CRITERION:** *The qualifications and experience of the team members proposed for this project.*
- 7.2.1. Provide an organization chart confirming in graphic form the proposed project assignments, lines of authority and communication for each member involved in this Project. Provide summary resumes for each proposed team member, including their specific experiences with similar projects, and number of years with your company. (Note: Key personnel must be committed to this project for its duration unless excused by the Owner.)
- 7.3. **CRITERION:** *The respondent's demonstrated capability in Design build delivery.*
- 7.3.1. Describe your team's demonstrated competence and management qualifications for Design build projects. Describe what methods you employ for coordination with the Owner's Architect during the design and construction phases to ensure quality control and to mitigate change orders.
- 7.4. **CRITERION:** *The respondent's demonstrated experience with Design build projects as a team.*
- 7.4.1. List a maximum of three (3) projects for which your Design build team has provided or is providing Design build services as a team.
- 7.4.2. For each of the referenced projects, provide the following information: project name, project type, client(s) name, client type(s); construction cost (original GMP and final construction cost); original scheduled final completion date, actual or estimated final completion date; Owner's contact person(s) and telephone number(s).
- 7.5. **CRITERION:** *The respondent's demonstrated experience with government/municipal projects.*
- 7.5.1. List a maximum of three (3) projects for which your Design build team has provided or is providing services which are most related to the Caldwell County Communications, I.T. and Office of Emergency Management Building renovation. In determining which projects are most related, consider: same or related use of facilities; related size and complexity; how many members of the proposed team (and their role) worked on the listed project; and, how recently the project was completed. List the projects in priority order, with the most relevant project listed first. If your Design build team has not previously worked on a government/municipal project as a team, list a maximum of three (3) projects for each firm.
- 7.5.2. For each of the referenced projects, provide the following information: project name, project type, client(s) name, client type(s); delivery method; construction cost (original GMP and final construction cost); original scheduled final completion date, actual or estimated final completion date; Owner's contact person(s) and telephone number(s), and the name(s) and telephone number(s) of the project architect(s) and engineer(s).

7.5.3. List all previous experience and projects your firm has had with Caldwell County. Provide the experience or project dates, project delivery method utilized, and a brief description of the experience or project.

7.6. **CRITERION: *The quality of references from past clients of respondent.***

7.6.1. Provide a customer reference list of no less than three (3) organizations with which respondent currently has contracts and/or has previously provided facilities of equal type and scope within the past five (5) years. The reference list shall include company name, contact person, telephone number, project description, length of business relationship and background of project (year of project, summary of work performed, etc.).

7.7. **CRITERION: *The demonstrated ability of the respondent to meet budgets and schedules on past projects.***

7.7.1. Describe your company's cost control process and how success in keeping this process is measured throughout the project. Describe your cost estimating services and your methods for updating/validating estimates through the preconstruction and construction phases.

7.7.2. Describe your company's approach to value engineering and the services you have offered to reduce the overall construction cost in order to meet the Owner's budget goals without sacrificing quality on similar projects in the past. Provide examples.

7.7.3. Describe your project implementation plan and how you have successfully implemented the plan on similar projects in the past. Describe specific strategies your company has used to ensure the project team abides to the plan throughout the course of the project.

7.7.4. Describe the way in which your firm has developed and maintained project schedules. Provide specific examples of scheduling challenges and how your firm resolved them on similar projects in the past. How and when have you updated schedules on similar projects in the past?

7.8. **CRITERION: *The respondent's safety record supported by accurate and verifiable data.***

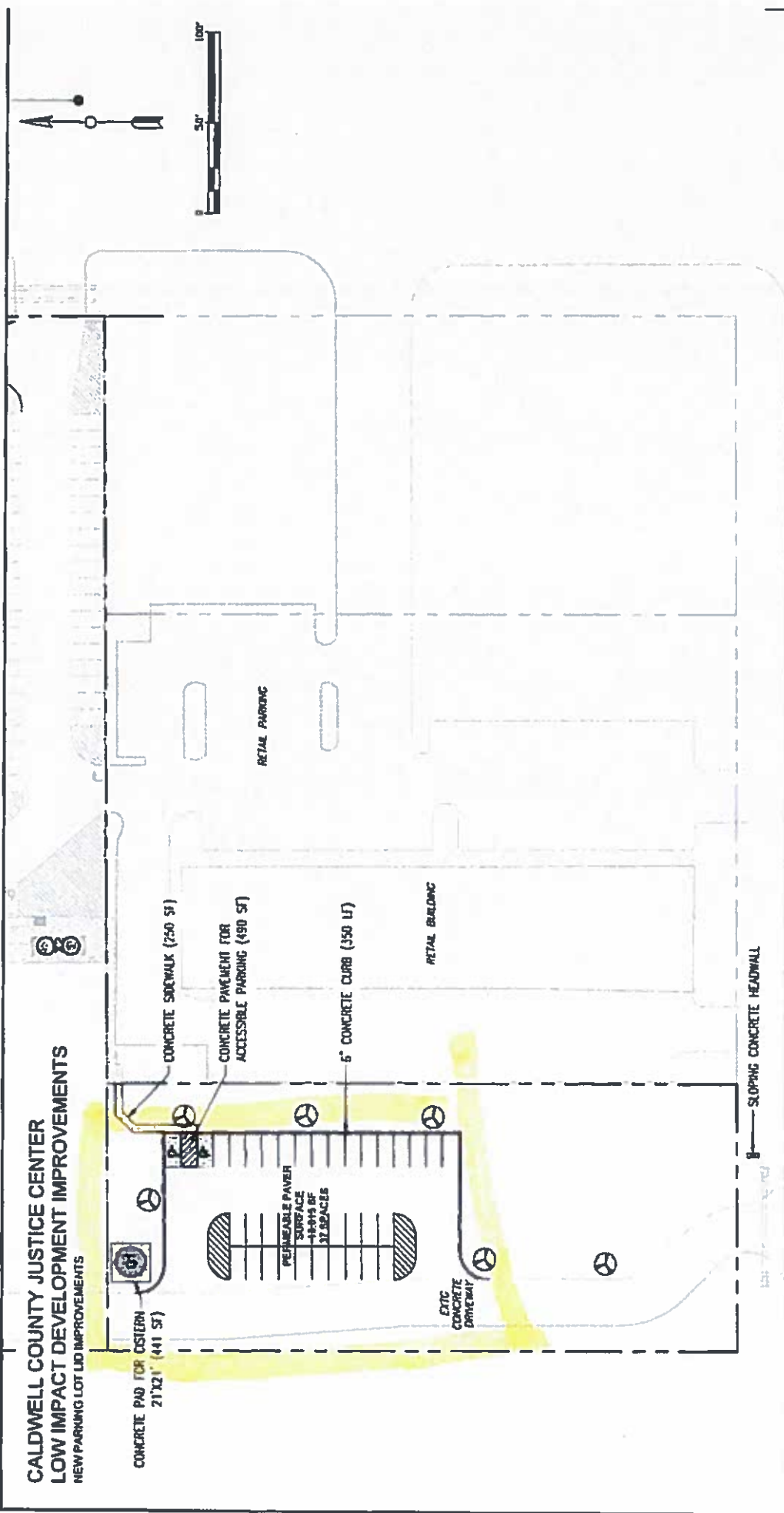
7.8.1. Document your company's process, including any technology or other assets that you use, to prevent and/or control reportable incidents and insurance claims and describe their application on similar projects in the past.

7.8.2. Provide your company's safety Experience Modifier Rate (EMR), Recordable Incident Rate (RIR) and your Loss Indicator Rate (LIR), if available, for the last three (3) years.

7.8.3. Has your company, or any subcontractors under your control on a project, had a death or serious injury on a project site? If yes, provide additional information.

End of RFQ

**CALDWELL COUNTY JUSTICE CENTER
LOW IMPACT DEVELOPMENT IMPROVEMENTS
NEW PARKING LOT LIQ IMPROVEMENTS**



CO RD 220 AKA MLK JR. INDUSTRIAL BLVD.

19. Discussion/Action Purchasing Department requests approval to compose standard Request for Bid (RFB) for a mowing maintenance contract, on behalf of Unit Road Department. **Cost: None; Speaker: Judge Schawe; Backup: None.**

20. Discussion/Action to approve acceptance of a Texas Department of Public Safety Emergency Management Performance Grant (EMPG) of \$31,340.43. **Cost: TBD; Speaker: Judge Schawe / Dennis Engleke; Backup: 9.**

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001

512/424-2000

www.dps.texas.gov



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JASON K. PULLIAM
RANDY WATSON

October 15, 2018

Ken Schawe
Caldwell County, Judge
110 South Main Street, Room 201
Lockhart, TX 78644-2701

Dear Judge Schawe:

This letter is to advise you that your application to participate in the Emergency Management Performance Grant (EMPG) program during Fiscal Year 2018 (FY 18) has been approved.

The enclosed "Notice of Sub-recipient Grant Award" specifies the federal EMPG program funding that will be provided to your jurisdiction during FY 18. This document must be signed by the "Authorized Official" indicated on the "Designation of EMPG Grant Officials" form (TDEM-17B) submitted in your original application. The signed "Notice of Sub-recipient Grant Award" must be returned to the Texas Division of Emergency Management (TDEM) within 45 days of the date of this letter. Failure to return documentation to TDEM within 45 days may result in redistribution of award funds to another jurisdiction.

Participation in the EMPG program requires adherence to all tasks outlined in the *2018 Local Emergency Management Performance Grant (EMPG) Guide* located online at: <http://www.txdps.state.tx.us/dem/CouncilsCommittees/EMPG/empgCurrentGuide.pdf>. The 2018 Terms and Conditions are also enclosed for your review.

Included in these tasks, there are ten reports (financial, metrics, and progress reports) that must be submitted throughout the grant year. Due dates are outlined in the "EMPG Application Timeline" enclosure.

If your jurisdiction does not wish to participate in the FY 18 EMPG program, please submit a letter from your authorized official requesting termination of participation.

If you have any questions, please contact the EMPG Program Supervisor (Lisa Resendez at Lisa.Resendez@dps.texas.gov or 512-424-7511/512-574-1473) or your District Coordinator.
Respectfully,



W. Nim Kidd, CEM®, TEM®
Chief
Texas Division of Emergency Management
Assistant Director
Texas Homeland Security
Texas Department of Public Safety

EQUAL OPPORTUNITY EMPLOYER
COURTESY • SERVICE • PROTECTION

**TEXAS DEPARTMENT OF PUBLIC SAFETY
TEXAS DIVISION OF EMERGENCY MANAGEMENT (TDEM)**

NOTICE OF SUBRECIPIENT GRANT AWARD	
Program Title: FY 2018 Emergency Management Performance Grant (EMPG)	
DHS Instrument Number: EMT-2018-EP-00008	
TDEM Grant Number: 18TX-EMPG-1343	
Administered By: Texas Division of Emergency Management Texas Department of Public Safety P.O. Box 4087 Austin, Texas 78773-0220	
Recipient: Caldwell County 110 South Main Street, Room 201 Lockhart, Texas 78644	
Amount of Grant: \$31,340.43	
Period of Grant: October 1, 2017 to March 31, 2019	

The period of grant reflects a six (6) month **PROGRAMMATIC EXTENSION ONLY** to complete and close out your FY 18 EMPG grant year. Signing Acceptance of this document means that you accept and will comply with all requirements listed in the attached FY 2018 Terms and Conditions.

AGENCY APPROVAL	GRANT ACCEPTANCE
	 Original Signature Required
W. Nim Kidd, CEM Assistant Director Texas Department of Public Safety Chief Texas Division of Emergency Management	Printed Name/Title: Ken Schawe County Judge - Caldwell County
Date: 10/15/2018	Date: 17 OCT 18

Return Signed Copy of This Page within 45 days to: TDEM.EMPG@dps.texas.gov
or mail in a copy to

Texas Department of Public Safety
Texas Division of Emergency Management
Attention: Heather Baxter, Grant Technician
P.O. Box 4087
Finance and Grant Management MSC 0229
Austin, TX 78773-0220

2018 Emergency Management Performance Grant (EMPG) Terms and Conditions

1. **Purpose:** The FY 2018 priority for this program is to advance "Whole Community" security and emergency management. Grant funds will be used to support local comprehensive emergency management programs to encourage improvement of mitigation, preparedness, response, and recovery capabilities for all hazards. Funding may be used to support activities that contribute to the capability to manage consequences from acts of terrorism. Funds provided may also be used to accomplish initiatives described in the Federal Program Guidelines, including local implementation of the National Incident Management System (NIMS), incorporation of appropriate references to the National Response Framework (NRF) into local plans, homeland security assessment and strategy integration, and assessment of local emergency management program using Emergency Management Assessment Program (EMAP) standards.
2. **Grant Conditions:** Identify the source of funding under which this award is funded and reference the government code. The federal grant terms and conditions are located at: <http://www.fema.gov/media-library/assets/documents/92248>
3. **Grant Acceptance:** Notice of Subrecipient Grant Award remains an offer until the signed copy of the Acceptance of Subrecipient Grant Award is received by the Department of Public Safety in accordance with the instructions provided in the transmittal letter.
4. **Work to Be Performed:** The approved FY 2018 Statement of Work and Progress Report template outlines eight tasks that the grantee must perform during the grant period. The following additional tasks are also required of Subrecipients:
 - A. Implement (NIMS) at the local level.
 - B. Incorporate pertinent information concerning National Response Framework into the local or inter-jurisdictional emergency management plan and its annexes.
 - C. Subrecipients must have a tracking system of record to organize and coordinate resources in response to incidents.
 - D. During the performance period of this grant, Subrecipient must maintain an emergency management plan at the Advanced Level of planning preparedness or higher, as prescribed by the Texas Division of Emergency Management (TDEM). This may be accomplished by jurisdictions maintaining their own emergency management plan or participating in an inter-jurisdictional emergency management program that meets the required standards. If TDEM identifies deficiencies in the Subrecipient's plan, Subrecipients will correct deficiencies within sixty (60) days of receiving notice of such deficiencies from TDEM.
 - E. Subrecipients must maintain an updated inventory of equipment purchased through this grant program in accordance with Uniform Grant Management Standards – III, State Uniform Administrative Requirements for Grants and Cooperative Agreements, Subpart C-Post-Award Requirements, Reports,

Records, Retention, and Enforcement, Equipment and the Department of Homeland Security (DHS), Office of Grant Operations Financial Management Guide.

- F. The Subrecipient agrees that any equipment purchased with funds through this grant program shall be prominently marked as follows: *"Purchased with funds provided by the U.S. Department of Homeland Security."* Exceptions to this requirement are limited to items where placing of the marking is not possible due to the nature of the equipment.

5. **Grant Funding:** Lists the amount of funding for this award. The amount of this grant may be less than the amount requested in your Application for Federal Assistance due to limits on federal funding for the EMPG program. However, EMPG grant recipients should continue to report all eligible expenses in quarterly financial reports. In the event additional program funding becomes available from the federal government or unspent EMPG funds remain at the end of the fiscal year, TDEM may be able to allocate additional funding to EMPG program participants.

6. **Financial and Administrative Requirements:** In Accordance with 2 A CFR Chapter II, Part 200 Subrecipient agrees to comply with the applicable financial and administrative requirements set forth in the Office of Justice Programs (OJP) Financial Guide.

- A. All emergency management program costs for which the Subrecipient seeks reimbursement must be eligible in accordance with Office of Management and Budget (OMB) Circular A-87, Cost Principles or State, Local, and Indian Tribal Governments.
- B. Subrecipient will comply with the organizational audit requirements of super circular 2A CFR 200 Audits of States, Local Governments, and Non-Profit Organizations.
- C. When implementing Federal Emergency Management Agency (FEMA) National Preparedness Directorate funded activities; the Subrecipient must comply with all federal civil rights laws, to include Title VI of the Civil Rights Act, as amended. The Subrecipient is required to take reasonable steps to ensure persons of limited English proficiency have meaningful access to language assistance services regarding the development of proposals and budgets and conducting FEMA funded activities.
- D. Subrecipient will assist the awarding agency (if necessary) in assuring compliance with the National Historic Preservation Act of 1966 Section 106 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321). (Federal Assurance).
- E. Subrecipient agrees to make no request for reimbursement for goods or services procured by the Subrecipient either prior to the start of the period of performance stated in this award document or after the end of the period of performance.

F. Notwithstanding any other provisions of this document, the parties understand and agree that the obligations of TDEM under this Agreement are contingent upon the availability of adequate funds to meet TDEM's liabilities. TDEM shall not be liable to the Subrecipient for costs under this Agreement that exceed the amount specified in the Notice of Subrecipient Grant Award.

7. Single Audit Act Requirements: If Subrecipient has expenditures in excess of \$750,000 in federal funds of all types within a single fiscal year, it must have an audit performed in accordance with the Single Audit Act as amended. Subrecipient agrees to comply with the audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-profit Organizations.

8. Reporting Requirements: Subrecipient agrees to comply with all reporting requirements and shall provide such information as required by TDEM. Reporting requirements are found in the *2018 Local Emergency Management Performance Grant (EMPG) Guide*. Subrecipients may be required to submit additional information and data requested by TDEM and after the end of the period of performance in order to close out the grant. A copy of the *2018 Local Emergency Management Performance Grant (EMPG) Guide* can be found on the TDEM website at: <http://www.txdps.state.tx.us/dem/CouncilsCommittees/EMPG/empgCurrentGuide.pdf>.

Subrecipient must prepare and submit Semi-Annual Progress Reports to TDEM for the duration of the grant performance period or until all grant activities are completed and the grant is formally closed. The first performance reporting period is October 1 to March 31 (progress report due April 15) and the second reporting period is April 1 to September 30 (progress report due October 15). Subrecipient may also be required to submit additional information and data as requested by TDEM.

9. Review of Work and Expenditures: TDEM may review the work of the Subrecipient with respect to approved program tasks and expenditures for which reimbursement is requested to ensure the federal awards are used for authorized purposes in compliance with laws, regulations, and the provisions of this contract or grant agreement and that performance goals are achieved. These reviews may include, without limitation: comparing actual Subrecipient activities to those approved in the sub-award application and subsequent modifications if any; ensuring that grant funds have been expended in accordance with applicable guidelines; confirming compliance with grant assurances, and verifying information provided on performance reports and payment requests. Local EMPG grant funds cannot be matched with any other federal funds.

10. Lobbying:

A. As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the Subrecipient certifies that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- 3) The Subrecipient will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

11. Debarment, Suspension, and other Responsibility Matters:

- A. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510 (Federal Certification).
- B. The Subrecipient certifies that it and its principals and vendors:
 - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency; Subrecipients can access debarment information by going to www.epls.gov.
 - 2) Have not, within a three-year period preceding this application, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - 4) Have not, within a three-year period preceding this application, had one or more public transactions (Federal, State, or local) terminated for cause or default.
- C. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application (Federal Certification).

12. Monitoring:

- A. Subrecipient will provide TDEM, State Auditor, DHS personnel or their authorized representative, access to and the right to examine all paper or electronic records related to financial assistance.

- B. Subrecipient agrees to monitor their program to ensure that federal awards are used for authorized purposes in compliance with laws, regulations, and the provisions of contracts or grant agreements and that the performance goals are achieved.
- C. TDEM may perform periodic reviews of Subrecipient performance of eligible activities and approved projects. These reviews may include, without limitation: performance of an on-site audit and compliance monitoring, including inspection of all grant-related records and items, comparing actual Subrecipient activities to those approved in the sub-award application and subsequent modifications if any, ensuring that advances have been disbursed in accordance with applicable guidelines, confirming compliance with grant assurances, verifying information provided in performance reports and reviewing payment requests, needs and threat assessments and strategies.
- D. Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA National Preparedness Directorate.
- E. The Subrecipient official certifies federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

13. Reimbursement for Expenses:

Reimbursement for expenses incurred during the second and fourth quarter of Fiscal Year 2018 will not be disbursed until TDEM receives the first and second semi-annual EMPG Progress Reports, which are due on April 15, and October 15, respectively.

14. Choice of Law: This agreement shall be construed and governed by Texas law.

15. Changes to the Law: DPS is a state agency whose authority and appropriations are subject to the actions of the Texas Legislature and the United States Congress. If DPS and/or the subject matter of this contract become subject to a legislative or regulatory change, revocation of statutory or regulatory authority, or lack of funds that would render the services and/or goods and/or payment to be provided under this agreement impossible, unnecessary, void, or substantially amended, DPS may terminate this agreement without penalty to, or any liability whatsoever on the part of, DPS, the State of Texas, or the United States. This contract does not grant vendor a franchise or any other vested property right.

16. Written Modification: No modification or amendment to this Agreement shall become valid unless in writing and signed by both parties.

17. To the extent it applies, Subrecipient shall comply with Texas Government Code, Chapter 783, 1 Texas Administrative Code (TAC) §§ 5.141 et seq., and the Uniform Grant Management Standards, State Uniform Administrative Requirements for Grants and Cooperative Agreements, Subpart B, §_14.

18. To the extent it applies, Subrecipient shall comply with the General Appropriations Act, 80th Legislature, Article IX, Part 17.

19. TDEM may suspend or terminate sub-award funding, in whole or in part, or other measures may be imposed for any of the following reasons: failing to comply with the requirements or statutory objectives of federal law, failing to make satisfactory progress toward the goals or objectives set forth in the sub-award application, failing to follow grant agreement requirements or special conditions, failing to submit required reports, or filing a false certification or other report or document. Satisfactory progress is defined as accomplishing the following during the performance period of the grant: requesting federal funds for purchases, training, etc. and deciding what purchases will be made, ordering the equipment, ensuring the equipment is shipped and received, and training is accomplished with the equipment (or readied for deployment). All of the aforementioned tasks must be accomplished in a timely manner. Special Conditions may be imposed on Subrecipient's use of grant funds until problems identified during grant monitoring visits conducted by TDEM audit and compliance personnel are resolved.

FY 2018 EMPG Application Timeline

Form	Instruction
October 1, 2017	<ul style="list-style-type: none"> EMPG Performance Period begins
January 31, 2018	<ul style="list-style-type: none"> EMPG Application form and Statement of Work due to TDEM, Grant Technician, Emergency Management Support Section FY 2018 EMPG 1st Quarter Financial Report (October-December) due to TDEM, EMPG Auditor, Emergency Management Support Section FY 2018 FEMA Quarterly Metrics Template due to TDEM, Grant Technician, Emergency Management Support Section (Templates will be emailed with proper instructions to all jurisdictions)
April 15, 2018	<ul style="list-style-type: none"> 1st semiannual cumulative Progress Report due to TDEM, Grant Technician, Emergency Management Support Section
April 30, 2018	<ul style="list-style-type: none"> 2nd Quarter Financial Report (January-March) due to TDEM, EMPG Auditor, Emergency Management Support Section FY 2018 FEMA Quarterly Metrics Template due to TDEM, Grant Technician, Emergency Management Support Section (Templates will be emailed with proper instructions to all jurisdictions)
July 15, 2018	<ul style="list-style-type: none"> FY 2018 FEMA Quarterly Metrics Template due to TDEM, Grant Technician, Emergency Management Support Section (Templates will be emailed with proper instructions to all jurisdictions)
July 31, 2018	<ul style="list-style-type: none"> 3rd Quarter Financial Report (April-June) due to TDEM, EMPG Auditor, Emergency Management Support Section
September 30, 2018	<ul style="list-style-type: none"> FY 2018 EMPG performance period ends
October 15, 2018	<ul style="list-style-type: none"> EMPG 2nd semiannual cumulative Progress Report due to TDEM, Grant Technician, Emergency Management Support Section
October 31, 2018	<ul style="list-style-type: none"> 4th Quarter Financial Report (July-Sept.) due to TDEM, EMPG Auditor, Emergency Management Support Section FY 2018 FEMA Quarterly Metrics Template due to TDEM, Grant Technician, Emergency Management Support Section, (Templates will be emailed with proper instructions to all jurisdictions).

21. Discussion/Action to approve pursuing an application for the Texas General Land Office Community Development and Revitalization Program grant as distributed through the Capital Area Council of Governments Community Development Block Grant (CDBG) Disaster Recovery funds initiative. **Cost: TBD; Speaker: Judge Schawe / Dennis Engelke; Backup: 10.**



TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

October 3, 2018

Betty Voights
Executive Director
Capital Area Council of Governments
6800 Burleson Rd, Bldg 310, Ste 165
Austin, TX 78744

**Re: Capital Area Council of Governments Method of Distribution (MOD) — 2017
Hurricane Harvey CDBG-DR Funds**

Dear Ms. Voights:

The Texas General Land Office Community Development and Revitalization program (GLO-CDR) has completed its review of materials submitted in support of Capital Area Council of Governments' (CAPCOG) proposed MOD for the Community Development Block Grant Disaster Recovery (CDBG-DR) funds reserved for communities affected by Hurricane Harvey. We are happy to inform you that CAPCOG's MOD submitted on July 13, 2018, with supplemental material submitted on August 10, 2018, is approved.

GLO-CDR approves CAPCOG's proposed allocation of Local Buyout and Acquisition Program and Local Infrastructure Program funds to the identified entities. The terms of the approval are noted below:

1. As part of the application process, subrecipients are required to hold a public hearing and conduct outreach to local governments; housing advocacy organizations; faith-based organizations; community groups representing protected classes and vulnerable populations; groups interested in fair housing issues; and limited English proficient (LEP) persons.
2. Acceptance of the MOD does not indicate eligibility or approval of funding for any proposed projects.
3. CAPCOG's allocation must meet the requirement that 70 percent of funds benefit low- to moderate-income persons. Projects that do not meet HUD's national objective for benefitting low- to moderate-income persons may not be approved until this allocation requirement is met.

CAPCOG MOD Approval Letter
October 3, 2018
Page 2

4. Acceptance of the MOD does not indicate approval of any proposed re-allocation recommendations.

If you have any questions, please feel free to contact me at (512) 475-5027, or Alexandra Gamble, Manager, Policy Development, at alexandra.gamble.glo@recovery.texas.gov or (512) 475-5021.

Sincerely,



Heather Lagrone, Deputy Director
Community Development and Revitalization
Texas General Land Office

cc Angela Hahn, Assistant Director, CAPCOG
Alexandra Gamble, Manager, Policy Development, GLO-CDR
Shawn Strange, Program Manager, Policy Development, GLO-CDR
Zachary Stern, Planner, Policy Development, GLO-CDR
Christopher Smith, Planner, Policy Development, GLO-CDR



Council of Government (COG) Method of Distribution for 2017 Hurricane Harvey CDBG-Disaster Recovery Allocation

Summary Information

Contact Information

Council of Government (COG): **Capital Area Council of Governments**

Principal Contact Name, Title: **Betty A. Voights, Executive Director**

Principal Contact Telephone: **(512) 916-6000**

Principal Contact Email: **bvoights@capcog.org**

Principal Contact Address: **6800 Burlison Road, Building 310, Suite 155**

City, State, Zip: **Austin, Texas 78744**

Allocation Summary

COG Allocation for All Programs: **\$ 17,234,948**

Local Buyout and Acquisition Program Total: **\$ 12,929,474**

Local Infrastructure Program Total: **\$ 4,305,474**

Citizen Participation

Below is a description addressing how the COG complied with their Citizen Participation Plan regarding citizen and non-governmental organization outreach, and any additional efforts exceeding GLO minimum public participation requirements:

CAPCOG utilized several methods for encouraging citizen participation. CAPCOG engaged in outreach efforts to citizens and non-governmental entities representing the protected classes and low-to-moderate citizens to discuss unmet needs within the four (4) impacted counties related to CDBG-DR funds. Outreach efforts included newspaper advertisements in regional newspapers, conducting two (2) formal public hearings in Bastrop County, conducting a town hall meeting in Lee County at the request of citizens and public officials, and conducting community surveys to ascertain the public interest and unmet needs.

CAPITAL AREA COUNCIL OF GOVERNMENTS
Method of Distribution
for Community Development Block Grant – Disaster Recovery Program
Disaster Recovery Allocation for Hurricane Harvey

Introduction

On April 19, 2018, Texas General Land Office (GLO) released guidance for regional method of distribution (MOD) for federal disaster recovery funds as a result of Hurricane Harvey, DR-4332. This document describes how Capital Area Council of Governments (CAPCOG) proposes to distribute funds to foster long-term recovery, emphasize a focus on the permanent restoration in infrastructure, and to utilize a local buyout and acquisition of land and property to remove Hurricane Harvey survivors out of harm's way.

Local Buyout and Acquisition Program¹

The purpose of the Local Buyout and Acquisition Program is to remove survivors and homes out of harm's way. Due to the nature of this activity, this program will be administered by local units of government and entities with the power of eminent domain authority. With the allocation of CDBG-DR funds, the following lists the eligible and ineligible activities allowed under this program.

Eligible Activities:

1. Buyouts
2. Acquisition
3. Relocation Assistance with buyout or acquisition activities
4. Down Payment Assistance with buyout or acquisition activities
5. Demolition only
6. Activities designated to relocate families outside of floodplains
7. Public service within the 15% cap (e.g. – housing counseling, legal counseling, job training, mental health, and general health services)
8. FEMA Hazard Mitigation Grant Program (HMGP) cost share.

Ineligible Activities:

1. Incentive payments to households that move to disaster-impacted floodplains.

¹ See *Texas General Land Office State Action Plan*, pg. 78-80,
[http://texasrebuilds.org/Documents/Action%20Plan%20-%20\\$205%20Billion%20Final%20Draft%205-8-2018.pdf](http://texasrebuilds.org/Documents/Action%20Plan%20-%20$205%20Billion%20Final%20Draft%205-8-2018.pdf)

Local Infrastructure Program²

The Local Infrastructure Program serves to provide disaster relief, long-term recovery, and restoration of infrastructure for local communities impacted by Hurricane Harvey. Due to the nature of this activity, this program will be administered by GLO, with local units of governments as subrecipients. With the allocation of CDBG-DR funds, the following lists the eligible and ineligible activities allowed under this program.

Eligible Activities:

1. Flood control and drainage repair and improvements, including the construction or rehabilitation of storm water management systems.
2. Restoration of infrastructure (such as water and sewer facilities, streets, provision of generators, removal of debris, bridges, etc.).
3. Demolition, rehabilitation of publicly or privately-owned commercial or industrial buildings.

Ineligible Activities:

1. Size increase or enlargement of a dam or levee beyond the original footprint of the structure that existed prior to the disaster event.
 - a. CDBG-DR funds for levees and dams are required to:
 - i. Register and maintain entries regarding such structures with the U.S. Army Corps of Engineers National Levee Database or National Inventory of Dams;
 - ii. Ensure that the structure is admitted in the U.S. Army Corps of Engineers PL 84-99 Rehabilitation Program (Rehabilitation Assistance for Non-Federal Flood Control Projects)
 - iii. Ensure the structure is accredited under the FEMA National Flood Insurance Program
 - iv. Maintain file documentation demonstrating a risk assessment prior to funding the flood control structure and documentation that the investment includes risk reduction measures.
2. Funds may not be used to assist a privately-owned utility for any purpose.
3. Funds may not be used for buildings and facilities used for the general conduct of government (e.g., city halls, courthouses, and emergency operation centers).
4. No disaster recovery assistance will be considered with respect to any part of a disaster loss that is reimbursable by the Federal Emergency Management Agency (FEMA), the Army Corps of Engineers (USACE), insurance, or another source due in part to the restrictions against duplication of benefits outlined in the Action Plan. An activity underway prior to the Presidential Disaster Declaration will not qualify unless the disaster directly impacted said project.
5. By law, (codified in the HCD Act as a note to 105(a)), the amount of CDBG-DR funds that may be contributed to a USACE project is \$250,000 or less.

² See *Texas General Land Office State Action Plan*, pg. 86-89., <http://texasrebuilds.org/Documents/Action%20Plan%20-%205%20Billion%20Final%20Draft%205-8-2018.pdf>

HUD Most Impacted and Distressed Area

For the CAPCOG region, Department of Housing and Urban Development (HUD) has identified and designated Zip Code "78945" as the "most impacted and distressed" area. CAPCOG has identified that the beneficiaries within this zip code reside within the City of La Grange and in other qualifying areas within Fayette County. HUD and the Texas General Land Office require that 80% of the total regional allocation must benefit the Hurricane Harvey survivors that resided within the 78945 zip code at the time of the event and must address unmet housing-related needs.³

CDBG-DR Eligible Counties

For the CAPCOG region, the GLO has identified 4 eligible counties as "CDBG-DR Eligible". The counties identified include Bastrop County, Caldwell County, Fayette County, and Lee County. HUD and the Texas General Land Office require that the remaining 20% of the total regional allocation must benefit the Hurricane Harvey survivors that resided within these CDBG-DR Eligible counties during the time of the event and must address unmet housing-related needs.⁴

Low to Moderate Income Thresholds

The Community Development Block Grant (CDBG) program requires that each CDBG funded activity must either principally benefit low- and moderate-income persons, aid in the prevention or elimination of slums or blight, or meet a community development need having a particular urgency. With respect to activities that benefit all the residents of a given area, at least 51 percent of the area's residents must be low and moderate income. The Office of Community Planning and Development provides estimates of the number of persons that can be considered Low, Low to Moderate, and Low, Moderate, and Medium income persons according to annually revised income limits. Estimates are provided at three income levels:

- Very Low Income (50 percent);
- Low to Moderate Income (80 percent), and
- Medium Income (120 percent).⁵

Of the total regional allocations made, 70% of all total CDBG-DR funds must benefit a population that is categorized as Low-to-Moderate Income (LMI).⁶

³ See Table #1 and Department of Housing and Urban Development, Allocations, Common Application, Waivers, and Alternative Requirements for 2017 Disaster Community Development Block Grant – Disaster Recovery Grantees. *Federal Register Notice of Funding Opportunity (Vol. 83, No. 28, Friday, February 9, 2018).*

⁴ See Table #1 and Texas General Land Office State Action Plan, pg. 97-98., <http://texasrebuilds.org/Documents/Action%20Plan%20-%205%20Billion%20Final%20Draft%205-8-2018.pdf>

⁵ Reference HUD Low to Moderate Income Data, <https://www.hudexchange.info/programs/acs-low-mod-summary-data/acs-low-mod-summary-data-local-government/> and FY2018 State Income Limits, <https://www.huduser.gov/portal/datasets/il/1118/State-IncomeLimits-Report-FY18r.pdf>

⁶ See attached: State Action Plan - Total Allocation Budget. *Texas General Land Office State Action Plan, pg. 74.*

Fund Availability

The CAPCOG region was awarded a total of \$12,929,474 for the distribution of funds for a local buyout and acquisition program and \$ 4,305,474 for the distribution of funds for a local infrastructure program

The identified entities to receive the 80% fund allocation include survivors which resided in the Zip Code area of 78945 at the time of the event. According to HUD's determination, the survivors within the 78945 zip code shall receive the benefit of an allocation totaling \$6,347,500 for the Local Buyout / Acquisition Program. According to GLO, no direct funding allocation can be provided specifically for zip code 78945 for the Infrastructure Program.⁷ However, the benefit of an allocation for the Infrastructure Program for survivors within the 78945 zip code shall be deferred to Fayette County. However, the identified entities to receive the 20% fund allocation will include survivors within the Counties of Bastrop, Caldwell, Fayette and Lee. According to GLO's State Action Plan Total Allocation Budget, qualified entities within the CAPCOG region are entitled to receive a partial allocation of the total allocated amount of \$6,581,974 for the Local Buyout and Acquisition Program and a partial allocation of the total allocated amount of \$4,305,474 for the Infrastructure Program.⁸

Fund Allocation Threshold

The funding floor for each program has been laid out by the Texas General Land Office. Funding parameters for the Local Buyout and Acquisition Program require that a minimum of \$1,000,000 be allocated to any qualified local entity receiving CDBG-DR funds. Funding parameters for the Infrastructure Program require that a minimum of \$100,000 be allocated to any qualified local entity receiving CDBG-DR funds.⁹

According to FEMA data, Lee County did not meet the threshold of damage for the local buyout and acquisition program. However, since the funding requirements state that each qualified local entity must receive the minimum amount of \$1,000,000, allocation adjustments were made with funding coming from the other three designated counties. Caldwell, Fayette and Bastrop had their allocations reduced in order to ensure Lee County received the minimum amount required.

Methodology and Analysis

Funds to be allocated for both programs will be awarded directly to the Counties. Based upon discussions and analysis with county and local governmental leaders, it has been determined that allocating directly to the impacted counties will be most economically feasible in satisfying the cumulative unmet needs in the Impacted areas identified by FEMA and HUD.¹⁰ Analysis and methodology utilized considers information received documenting an unmet housing-related need

⁷ *Id.*

⁸ *Id.*

⁹ See *Texas General Land Office State Action Plan*, pgs. 80, 87.

¹⁰ See Table #2. Original Source: <https://www.fema.gov/openfema-dataset-individual-assistance-housing-registrants-large-disasters-v1> and FEMA Public Assistance Data 6/8/2018 provided to GLO.

resulting from Hurricane Harvey. Statistical data outlining the shortfalls anticipated for each qualifying entity is derived from the following sources:

- FEMA Individual Assistance Data;
- FEMA Public Assistance Data;
- U.S. Census TIGER Geodatabase; and
- The Hurricane Harvey damage impact sustained and reported by and/or within a qualified entity.

A preliminary allocation the Local Buyout and Acquisition Program was determined and weighted by the following criteria:

- 20% - Regional Share of Individual Housing Assistance Claims Reported
- 40% - Regional Share of Individual Housing Damage Amounts Assessed and Reported
- 40% - Regional Share of Low-to-Moderate Income Persons.

A preliminary allocation for the Infrastructure Program was determined and weighted by the following criteria:

- 40% - Regional Share of Individual Assistance Claims Reported to FEMA
- 40% - Regional Share of Individual Assistance Damage Amounts Assessed and Reported to FEMA
- 20% - Regional Share of Low-to-Moderate Income Persons.

Entity Fund Allocation Policy

Identified qualifying entities will not have to submit a MOD unless they are applying to GLO for CDBG-DR funds to directly distribute out to individual communities within their boundaries for specific projects. CAPCOG is required to recommend allocations for the impacted counties identified. The GLO will make the final determinations on the awarding of all CDBG-DR allocated funds. All funding will be granted at the county level only.

Proposed Fund Allocations

Based upon the statistical data provided by FEMA and GLO, the following fund allocations were derived and proposed:

Local Buyout and Acquisition Program – HUD Most Impacted Area – 80% Allocation

<u>Qualifying Entity</u>	<u>Designated Allocation</u>
Zip Code Area of 78945 - (City of La Grange and all other qualified areas within the zip code will receive the benefit. Allocations will be made to Fayette County.)	\$ 6,347,500.00

Local Buyout and Acquisition Program – State Most Impacted Areas – 20% Allocation

<u>Qualifying Entity</u>	<u>Proposed Allocation Amount</u>
Bastrop County	\$ 2,015,856.38
Caldwell County	\$ 1,000,000.00
Fayette County	\$ 2,566,117.62
Lee County	\$ 1,000,000.00

Local Infrastructure Program – HUD Most Impacted Area – 80% Allocation

<u>Qualifying Entity</u>	<u>Designated Allocation</u>
Zip Code Area of 78945 (City of La Grange and all other qualified areas within the zip code. Any funds designated will be allocated to Fayette County.)	\$ 0.00

Local Infrastructure Program – State Most Impacted Areas – 20% Allocation

<u>Qualifying Entity</u>	<u>Proposed Allocation Amount</u>
Bastrop County	\$1,632,148.07
Caldwell County	\$1,458,279.69
Fayette County	\$929,021.13
Lee County	\$286,025.11

Citizens Participation Plan

In order to comply with HUD regulations, CAPCOG formulated a Citizens Participation Plan which is posted on the CAPCOG website and includes public hearing information and opportunities for public participation for input.

MOD Schedule

The following schedule has been made available for the public to participate in public hearings and to receive input from the impacted areas:

- Thursday, May 24, 2018 – Initial Notice of Public Hearing Meetings Published in all regional newspapers
- Wednesday, May 30, 2018 – 1st Public Hearing (Planning Meeting) – Bastrop County Courthouse
- Thursday, June 7, 2018 – Second Public Hearing Meetings Published in all regional newspapers
- Wednesday, June 13, 2018 – Publication of Draft MOD on CAPCOG website, start of public comment period for 14 days.
- Tuesday, June 19, 2018 – Second Public Hearing Meeting – Bastrop County Courthouse
- Wednesday, June 27, 2018 – End of Public Comment Period
- Wednesday, July 11, 2018 – Review, approval and adoption of Final MOD by CAPCOG Executive Committee
- Thursday, July 12, 2018 – Submit Final MOD to Texas General Land Office for review and approval.

22. Discussion/Action authorizing the County Judge to enter into a Supplemental Agreement to Interlocal Cooperative Agreement between Caldwell County and City of San Marcos for Subdivision Regulation Within the Extraterritorial Jurisdiction of the City of San Marcos regarding development review of an approximate 53-acre tract located at FM 142 near Church Street in Maxwell. **Cost: None; Speaker: Commissioner Theriot; Backup: 2.**

**SUPPLEMENTAL AGREEMENT TO INTERLOCAL COOPERATIVE
AGREEMENT BETWEEN CALDWELL COUNTY AND CITY OF
SAN MARCOS FOR SUBDIVISION REGULATION WITHIN THE
EXTRATERRITORIAL JURISDICTION OF THE CITY OF SAN MARCOS**

THIS AGREEMENT (this “Agreement”) is made and entered into by and between Caldwell County, Texas, a political subdivision of the State of Texas (hereinafter referred to as “COUNTY”) and the City of San Marcos, a municipal corporation of the State of Texas (hereinafter referred to as “CITY”).

WHEREAS, the COUNTY and the CITY entered into that certain Interlocal Cooperative Agreement for Subdivision Regulation within the Extraterritorial Jurisdiction of the City of San Marcos dated October, 2014 (the “Subdivision Agreement”); and

WHEREAS, the Subdivision Agreement establishes which entity’s subdivision regulations apply and which entity shall process certain applications for development within the CITY’s extraterritorial jurisdiction in Caldwell County; and

WHEREAS, the COUNTY has requested that the CITY waive requirements in the Subdivision Agreement for the CITY to enforce the CITY’s subdivision regulations and to process development applications in connection with a proposed Bluebonnet Electric Cooperative facility in the CITY’s extraterritorial jurisdiction to be located on Highway 142 near the intersection of Church Street in Maxwell (the “Project”).

NOW, THEREFORE, the COUNTY and the CITY mutually agree as follows:

1. Notwithstanding any other terms and conditions in the Subdivision Agreement: a) the CITY will not enforce its subdivision regulations to the extent normally applicable to the Project; and b) the COUNTY will exclusively review, process and approve all development applications related to the Project.

2. Except as provided in paragraph 1, the Subdivision Agreement will continue in full force and effect as to developments in the CITY's extraterritorial jurisdiction in Caldwell County.

EXECUTED to be effective as of the date of the last signature below.

COUNTY:

By: _____
Ken Schawe, County Judge

Date: _____

CITY:

By: _____
Bert Lumbreras, City Manager

Date: _____

23. Discussion/Action to authorize Resolution 21-2018 certifying the reallocation of surface transportation block grant funding and committed matching funds to the Capital Area Metropolitan Planning Organization (CAMPO) for the FM 150/Yarrington Road project. **Cost: TBD; Speaker: Commissioner Theriot; Backup: 22.**



RESOLUTION 11-2018

CERTIFYING THE REALLOCATION OF SURFACE TRANSPORTATION BLOCK GRANT FUNDING AND COMMITTED MATCHING FUNDS TO THE CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION (CAMPO) FOR THE FM 150/YARRINGTON ROAD PROJECT

WHEREAS, the Capital Area Metropolitan Planning Organization (CAMPO) issued a competitive call for sponsors to apply for Federal and State funding assistance for transportation projects; and

WHEREAS, Caldwell County submitted an application for FM 150 Extension/Yarrington Road project for consideration; and

WHEREAS, Caldwell County committed concession funding from SH-130 to meet and exceed the local match requirements of no less than 21 percent should the project be selected; and

WHEREAS, Caldwell County was subsequently selected to receive \$1,725,000.00 in Federal Surface Transportation Block Grant (STBG) funding for the FM 150 Extension/Yarrington Road project; and

WHEREAS, Caldwell County has requested that CAMPO co-sponsor and perform the work necessary to complete the analysis of the FM 150 Extension/ Yarrington Road project including procurement and execution on behalf of Caldwell County; and

WHEREAS, Caldwell County will reallocate the awarding of the federal funding to CAMPO for the FM 150 Extension/ Yarrington Road project; and

WHEREAS, Caldwell County will transfer the committed funding for the match of no less than \$431,250.00 to CAMPO prior to project implementation; and

NOW, THEREFORE BE IT RESOLVED that the Caldwell County Commissioners Court hereby votes for CAMPO to co-sponsor and lead the FM 150 Extension/Yarrington Road project and to reallocate all related funding to CAMPO as reflected in this resolution including the transfer of the awarding of the \$1,725,000.00 in Federal STBG funding and no less than \$431,250.00 in matching funds prior to project implementation; and

RESOLVED, ORDERED, AND DECLARED this 13th day of November 2018.

Ken Schawe
Caldwell County Judge



Terry Wright
Commissioner, Precinct 1

Edward "Eddie" Moses
Commissioner, Precinct 2

Edward "Ed" Theriot
Commissioner, Precinct 3

Joe Ivan Roland
Commissioner, Precinct 4

Attest:

Carol Holcomb,
County Clerk

Capital Area Metropolitan Planning Organization

2019-2022 Project Call

Roadway Project Application



Sponsor Information

Sponsor Information

Sponsor: Caldwell County, Texas
Address: 110 South Main Street
City: Lockhart
State: Texas
Zip Code: 78644
Phone: 512-398-1808
Website: www.co.caldwell.tx.us

Contact Information

Name: Jacquelyn Thomas
Position: County Engineer
Address: 110 South Main Street
City: Lockhart
State: Texas
Zip Code: 78644
Phone: 512-359-4661
Email: jacque.thomas@co.caldwell.tx.us

Co-Sponsor

Does this project have a co-sponsor?

No

Project Information

General Information

County:	Caldwell County
Municipality:	Lockhart - ETJ, Uhland - ETJ, Martindale - ETJ, City of San Marcos, and San Marcos - ETJ
Roadway:	FM 150 Extension and Yarrington Road Extension
Limits (From):	SH 21- Hays County
Limits (To):	SH 130 - Caldwell County

Purpose and Need

The FM 150 and Yarrington Road extensions are needed to improve connectivity across Caldwell County. These two new locations of roads extending from Hays County would provide connectivity between IH 35 and SH 130.

Project Scope

Project request is for preliminary engineering for an approximate 7-mile extension of FM 150 and 10-mile extension of Yarrington Road in Caldwell County. Preliminary engineering to include alignment alternatives, public involvement, schematic design, environmental clearance and schematic approval for both roads.

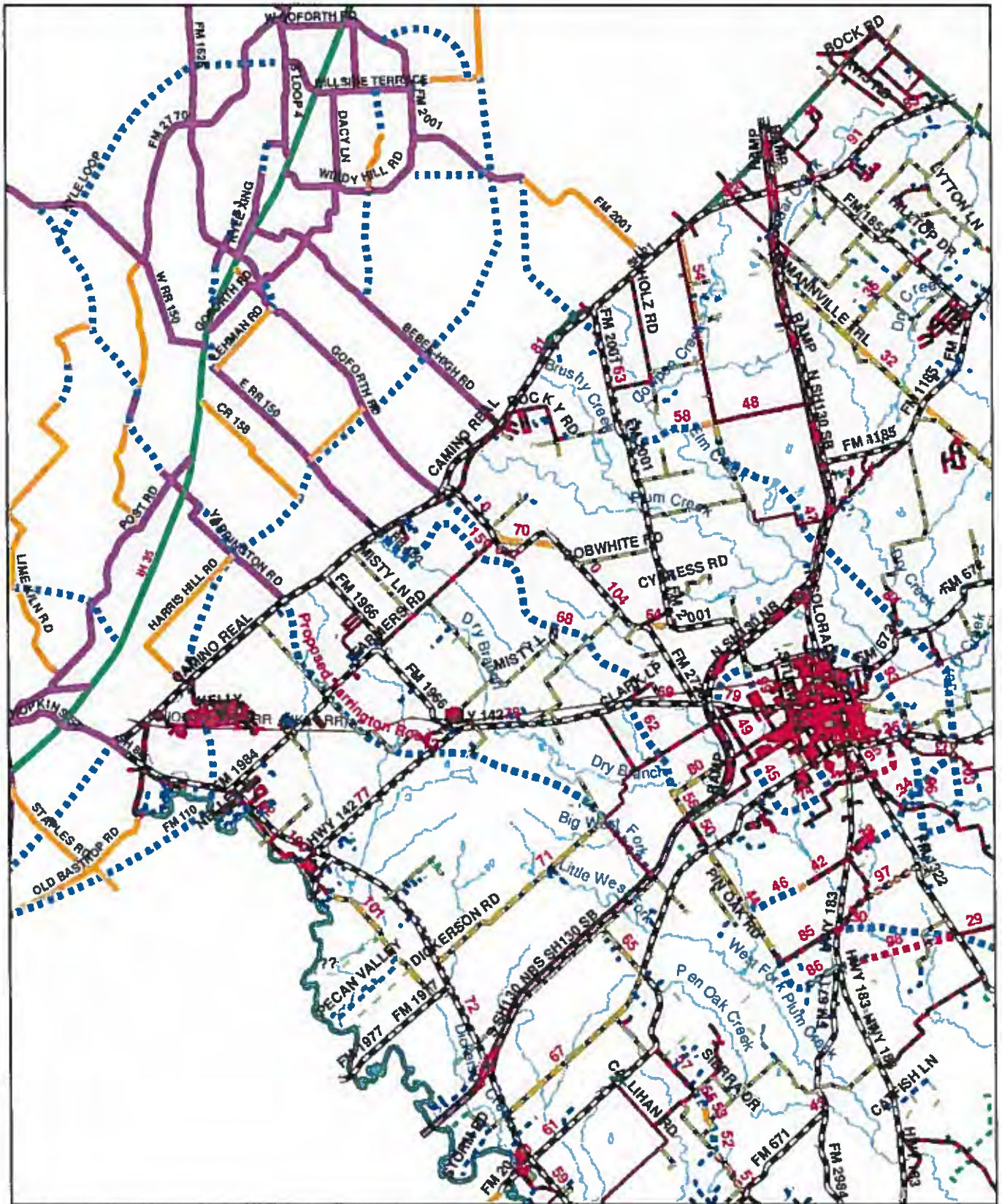
Project Cost

Preliminary Engineering:	\$2,300,000.00
Right-of-Way:	\$2,648,600.00
Construction:	\$87,062,020.00
Construction Engineering:	\$13,059,303.00
Indirect:	
Contingencies:	\$16,864,012.00
Total Project Cost:	\$121,933,935.00

Funding Request

Fiscal Year	2019
Phase:	Preliminary Engineering
Funding Amount:	\$1,725,000.00

Project Location



This map is being provided as a result of our internal cost estimate on a general guide. It is not a guarantee of accuracy. Accuracy cannot be guaranteed. No warranty is made or implied to any other purpose.

This project is the responsibility of the project manager and not the engineer. The engineer is not responsible for the accuracy of the map. The engineer is not responsible for the accuracy of the map. The engineer is not responsible for the accuracy of the map.

Additionally, this document does not purport to constitute an offer of any private or public security.

Date Printed
Friday, December 14, 2012

0 5,000 10,000 20,000 30,000 40,000 Feet

0 1 2 4 6 8 Miles



Project Development and Readiness

Please respond to each readiness question below. If you answer 'yes' to any of the questions below you will be provided a text box in which to respond. Please elaborate on your answer and provide supporting documentation in the attachments for verification.

Preliminary Engineering and Design

Has the project undergone preliminary engineering and design?

No

Public Involvement

Has this project undergone public involvement?

Yes

The FM 150 and Yarrington Road extension projects are a part of the Caldwell County Transportation Plan (CCTP) completed in March 2013. The CCTP was developed through a process which included citizen input as part of a formal Public Involvement Plan (see excerpt from plan in Appendix A). The two new location projects were also added to the CAMPO 2035 Regional Transportation Plan which also underwent public involvement during plan development.

Right-of-Way Acquisition

Does this project require the acquisition of right-of-way?

Yes

Property owners along the FM 150 and Yarrington Road extension alignments (per CCTP) have been identified (see exhibit provided in Appendix A). Significant ownership on both alignments is by a single developer, whose parcels will be donated. See attached cost estimates for estimation of acreage expected to be dedicated or purchased.

Utility Relocation

Does this project require utility relocation?

Yes

Potential locations for relocates are anticipated at intersections with existing roadways. With the alignment alternative analyses for FM 150 and Yarrington Road extension, major utility relocates can be avoided.

Environmental Compliance

Has this project undergone the environmental process?

No

Financial Requirements

Has funding been identified and secured for the local match requirements?

Yes

Caldwell County was awarded \$1million dollars in SH130 Concession Funds, specifically for the FM 150 and Yarrington Road projects. On January 8, 2018, Caldwell County Commissioners Court approved utilizing these

funds as the local match requirement (see attached Court Action in Appendix A).

Coordination and Agreements

Does this project have the support and concurrence of all stakeholders involved?

Yes

Caldwell County has received letters of support from multiple stakeholders (see attached letters in Appendix A).

Additional Information

Is there additional information regarding project development and readiness?

Yes

See attached exhibits (in Appendix D) including typical roadway sections, detailed cost estimates and initial schedule for preliminary engineering.

Planning Factors

Please respond to each performance measure question below. If you answer 'yes' to any of the questions below you will be provided a text box in which to respond. Please elaborate on your answer and provide supporting documentation in the attachments for verification.

Planning

Has the project undergone a comprehensive planning process?

No

Has the project been identified as a priority in a local or regional transportation plan?

Yes

The FM 150 and Yarrington Road extensions are shown in both the Caldwell County Transportation Plan (see attached excerpt in Appendix B) and the CAMPO 2035 Plan.

System Preservation

Does this project include work that will help preserve the existing transportation system?

Yes

The project will relieve existing east-west routes in Hays and Caldwell County. The two new extensions will provide relief connections for IH 35 by directing traffic to SH 130.

Modification

Does this project include modifications that improve existing facility operations?

Yes

Both Yarrington and FM 150 will partially run along existing 2-lane county roads without shoulders. These two routes will be improved to 4-lane divided facilities.

Congestion and Mobility

Does the project remove a system bottleneck, increase throughput, or reduce emissions?

Yes

Per the Caldwell County Transportation plan both projects are expected to improve level of service compared to the existing network and alleviate traffic congestion on SH 21 and SH 142. Project would also relieve bottleneck traffic along IH 35 by providing more direct access to SH 130. Reduction in delays results in total vehicle emissions reduced.

Does the project fill a gap, remove a barrier or enhance network connectivity?

Yes

FM 150 extension will enhance connectivity between IH 35 and SH 142 while providing access to proposed residential development. Yarrington Road is enhancing network connectivity between SH 21 and SH 142 with the potential for future expansion north to IH 35.

Does the project create transportation network redundancy?

Yes

The project connects IH 35 to SH 130, SH 80 and SH 45 which provides relief/alternatives to the existing network facilities.

Safety

Does this project address a severe crash rate higher than the CAMPO regional average? **Yes**

Caldwell County has an average 0.0022 crash rate versus the CAMPO regional average of 0.0016. The project will add additional facilities in Caldwell County.

Does this project address additional safety issues? **Yes**

The project will reduce congestion, address the lack of shoulders on some county roads and improve undivided roads to a divided highway. Widening of two-lane to four-lane divided will provide higher safety for truck traffic.

Regional Impact

Is this project located on an existing or proposed regionally significant facility? **Yes**

IH 35 and SH 130 are regionally significant facilities. The project will provide connections between these two significant facilities. Hays County has passed court resolution in support of the project and SH130 Concession Company has provided letter of support (see Appendix A).

Is this project on a designated or proposed truck, heavy-cargo, haz-mat or evacuation route? **Yes**

The project will provide additional connectivity between IH 35 and SH 130 which are designated routes.

Social and Environmental Impacts

Does this project serve traditionally under-served populations? **Yes**

See attached exhibit (in Appendix B) with environmental justice zones displayed.

Does this project reduce, minimize, or avoid impacts to the environment or cultural resources? **Yes**

During the preliminary engineering for Yarrington Road and FM 150, an environmental study will be performed to reduce, minimize or avoid impacts to environmental or cultural resources and gain environmental clearance to advance to construction engineering.

Multimodal Elements

Does this project provide accommodations identified in the RATP or a local transportation plan? **No**

Does this project include transit elements or service routes? **No**

Economic Development

Does this project support local, regional, or state economic development plans and strategies?

Yes

The project will provide critical connections from the IH35 corridor to the SH 130 corridor and will transverse significant acreage of properties in planned development in the region. This improved connectivity will create tremendous benefit in Caldwell and Hays County (see attached court resolution from Hays County and letters of support from GSMP, SH130 Concession Company and Walton Development in Appendix A).

Funding

Is this project's local cost share overmatched?

Yes

Percentage Overmatched: 5%

See attached Caldwell County Resolution (in Appendix A) dated January 8, 2018 committing SH130 Concession Funds for local overmatch.

Planning Factors Score

Performance Measure	Value
Has the project been identified as a priority in a local or regional transportation plan?	10
Does this project include work that will help preserve the existing transportation system?	5
Does this project include modifications that improve existing facility operations?	5
Does the project remove a system bottleneck, increase throughput, or reduce emissions?	10
Does the project fill a gap, remove a barrier or enhance network connectivity?	5
Does the project create transportation network redundancy?	5
Does this project address a severe crash rate higher than the CAMPO regional average?	10
Does this project address additional safety issues?	5
Is this project located on an existing or proposed regionally significant facility?	10
Is this project on a designated or proposed truck, heavy-cargo, haz-mat or evacuation route?	5
Does this project serve traditionally under-served populations?	5
Does this project reduce, minimize, or avoid impacts to the environment or cultural resources?	5
Does this project provide accommodations identified in the RATP or a local transportation plan?	0
Does this project include transit elements or service routes?	0
Does this project support local, regional, or state economic development plans and strategies?	5
Is this project's local cost share overmatched?	1
Planning Factor Score:*	86

*The planning factor score above is subject to change following evaluation of the responses and verification of the required supporting materials.

Cost-Benefit Analysis: Safety

Please fill out the fields below if it is not pre-filled from the information above. For Crash Rates, HSIP work codes, descriptions, and CFE/Service Life scores please refer to the Crash Rate Table and HSIP List from the CAMPO Safety Analysis-Work Codes and Crash Rates Spreadsheet.

Safety Information

County: Caldwell County

Area: Rural

Functional Class: Minor Arterial/Major Collector

Crash Rate: 0.0022

HSIP Work Code: 209, 502, 503, 533, 543

Description: Safety Treat Fixed Objects, Widen Lane(s), Widen Paved Shoulder, (to 5 ft. or less), Profile Edgeline Markings, Profile Centerline Markings

CFE/Service Life: 0.69/20

Project Cost: \$121,933,935.00

Certification

Sponsor Certification

By signing below, you certify that this application has been prepared by the sponsoring agency and in compliance with all applicable laws, regulations and procedures. You can attest to the document's quality, accuracy, and completeness, and that all required supporting material has been compiled and included in the attachments.



Sponsor Signature



RESOLUTION 03-2018

**SUPPORTING CALDWELL COUNTY APPLICATION FOR THE FM 150
EXTENSION/YARRINGTON ROAD PROJECT IN THE 2019-2022 PROJECT CALL
ADMINISTERED BY CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION
(CAMPO) AND TO CERTIFY CONCESSION FUNDS RECEIVED FROM SH-130 TO
SUPPORT LOCAL MATCH REQUIREMENTS FOR THE PROJECT OF NO LESS THAN 21
PERCENT**

WHEREAS, the Capital Area Metropolitan Planning Organization (CAMPO) issued a competitive call for local sponsors to apply for Federal and State funding assistance for transportation projects; and

WHEREAS, Caldwell County supports the application to submit the FM 150 Extension/Yarrington Road Project for consideration in the call; and

WHEREAS, Caldwell County proposes to submit the FM 150 Extension/Yarrington Road Project for consideration; and

WHEREAS, the project applications must demonstrate local funding commitments for match requirements to be considered for funding; and

WHEREAS, Caldwell County proposes to commit concession funding received from SH-130 to meet and exceed local match requirements for no less than 21 percent should the FM 150 Extension/Yarrington Road Project be selected for funding in the 2019-2022 Project Call; and

NOW, THEREFORE, BE IT RESOLVED, BY CALDWELL COUNTY, TEXAS:

that the Caldwell County Commissioners Court supports the application and commits concession funding received from SH-130 to meet and exceed local match requirements of no less than 21 percent for the FM 150 Extension/Yarrington Road Extension Project.

RESOLVED, ORDERED, AND DECLARED this 8th day of January, 2018.


Ken Schawe
Caldwell County Judge


Terry Wright
Commissioner, Precinct 1


Edward "Eddie" Moses
Commissioner, Precinct 2


Edward "Ed" Theriot
Commissioner, Precinct 3


Joe Ivan Roland
Commissioner, Precinct 4

Attest: 
Carol Holcomb
Caldwell County Clerk





Resolution (2018-5-7)

Acknowledging the Transportation Policy Board's Approval of the 2019-2022 Transportation Improvement Program including the 2019-2022 Call for Projects Selection and Awards

WHEREAS, pursuant to federal law, the Governor of the State of Texas designated the Capital Area Metropolitan Planning Organization (CAMPO) as the Metropolitan Planning Organization for the Austin region in 1973; and

WHEREAS, CAMPO's Transportation Policy Board is the regional forum for cooperative decision-making regarding transportation issues in Bastrop, Burnet, Caldwell, Hays, Travis and Williamson Counties in Central Texas; and

WHEREAS, the mission of a Metropolitan Planning Organization is to conduct a coordinated, comprehensive and continuous metropolitan transportation planning process; and

WHEREAS, CAMPO is required by federal and state law to adopt a new four-year Transportation Improvement Program (TIP) every two years; and

WHEREAS, as part of the development of the 2019-2022 TIP, CAMPO conducted a Call for Projects to allocate Category 2, 7, and 9 funding for fiscal years 2019 through 2022; and

WHEREAS, the Call for Projects performance-based selection process was approved in November 2017 and is in compliance with the FAST Act and House Bill 20; and

WHEREAS, the selection of projects and approval of funding is included in the adoption of the 2019-2022 TIP; and

WHEREAS, CAMPO, in addition to the Call for Project selection, developed the new 2019-2022 TIP listings in coordination with regional transportation entities including TxDOT-Austin District, Capital Metro, CARTS, and local sponsors; and

WHEREAS, project listings in the 2019-2022 TIP are amended concurrently in the 2040 Regional Transportation Plan to remain consistent; and

WHEREAS, the 2019-2022 TIP meets federal Fast Act and state House Bill-20 requirements through the inclusion of a performance-based development process and targets; and

WHEREAS, the 2019-2022 TIP was subject to CAMPO's adopted Public Participation Plan; and

NOW, THEREFORE BE IT RESOLVED that the CAMPO Transportation Policy Board hereby votes to approve the 2019-2022 Transportation Improvement Program and 2019-2022 Call for Projects Awards as reflected in this Resolution and the accompanying attachment; and

Hereby orders the recording of this resolution in the minutes of the Transportation Policy Board; and

BE IT FURTHER RESOLVED that the Board delegates the signing of necessary documents to the Board Chair.

The above resolution being read, a motion to approve the 2019-2022 Transportation Improvement Program and 2019-2022 Call for Projects Awards as reflected was made on May 7, 2018 by Mayor Matt Powell duly seconded by Judge James Oakley.

Ayes: Mayor Steve Adler (Proxy for Council Member Ann Kitchen), Council Member Alison Alter, Commissioner Mark Meuth (Proxy for Clara Beckett), Judge Sarah Eckhardt, Council Member Jimmy Flannigan, Mayor Pro Tem Omar Pena (Proxy for Mayor Victor Gonzales), Commissioner Mark Jones, Commissioner Cynthia Long, Mr. Terry McCoy, P.E., Mr. Terry Mitchell, Mayor Craig Morgan, Judge James Oakley, Mayor Matt Powell, Mayor Dale Ross, Commissioner Brigid Shea, Commissioner Edward Theriot, and Mayor John Thomaides

Nays: None

Abstain: None

Absent and Not Voting: Commissioner Gerald Daugherty

SIGNED this 7th day of May 2018.



Chair, CAMPO Board

Attest:



Executive Director, CAMPO

Projects Approved for Funding by the Transporta

Application ID	Sponsor	Co-Sponsor	County	Project Name	Limits (To)
CMTA1RD	Capital Metro		Travis	North Lamar/Airport Blvd	Airport Blvd
HC8RD	Hays County		Hays	FM 2001	Sun Bright Blvd.
TC6RD	Travis County	TxDOT	Travis	FM 1626	Brodie Lane
CORR1RD	City of Round Rock	Williamson County	Williamson	University Boulevard	A.W. Grimes (FM 1460)
COB2RD	City of Buda		Hays	RM 967 (Main St.)	Austin St.
COA14RD	City of Austin		Travis	West Rundberg Lane	Burnet Road
HC7RD	Hays County		Hays	FM 621	De Zavala Drive
COA5RD	City of Austin		Williamson	Lakeline Blvd	Lyndhurst Blvd
HC2RD	Hays County		Hays	RM 967	FM 1626
HC6RD	Hays County		Hays	FM 110	Intersection at SH 123
HC1RD	Hays County		Hays	Lime Kiln Road	Post Road
HC5RD	Hays County		Hays	FM 110	East of SH 123
COA7RD	City of Austin		Travis	Slaughter Lane	N. Mopac Expressway

Roadway

ITS/Operations

Transit

Activ

COA13RD	City of Austin		Travis	William Cannon	Running Water Drive
CORR2RD	City of Round Rock	Williamson County	Williamson	Kenney Fort Blvd, Seg. 2.3	Forest Creek Drive
BUC1RD	Burnet County	TxDOT	Burnet	Wirtz Dam Road	RM 1431
WC6RD	Williamson County		Williamson	RM 2243	183A
HC4RD	Hays County		Hays	US 290	Intersection at Trautwein Rd.
CC1RD	Caldwell County		Caldwell	FM 150/Yarrington Road	SH 21 (Hays)
COG3RD	City of Georgetown		Williamson	Williams Drive	
TxDOT (1) ITS	TxDOT			HERO Program Expansion	
TxDOT (7) ITS	TxDOT			FM 734 (Parmer)	SH 45-N
CARTS (1) Transit	CARTS			Eastside Bus Plaza	Shady at E. Cesar Chavez
COA3AT	City of Austin		Travis	Violet Crown Trail North	Home Depot Boulevard
COB1AT	City of Bastrop		Bastrop	Loop 150/SH 71/Water St/Main St	Old Austin Highway
COA7AT	City of Austin	Capital Metro	Travis	Pedestrian Safety and Transit Connections Project	
COL1AT	City of Leander		Williamson	S. West Drive Sidewalk	Horseshoe Dr.
COA5AT	City of Austin	Travis County	Travis	Austin to Manor Phase II Urban Trail	Decker and Lindell Lane

Roadway

ITS/Operations

Transit

Activ

COSM1AT	City of San Marcos		Hays	Wonder World Drive	At Hunters Road
CAPCOG1TDM	CAPCOG			Regional Commute Solutions Program	
COA1TDM	City of Austin	Capital Metro	Travis	Smart Trips Austin	
CM1TDM	Capital Metro			MetroRideShare Vanpool Program	
CAMPO(5)ST	CAMPO	Movability Austin		Regional Transportation Demand Management (TDM) Study	
City of Austin (1) ITS	City of Austin		Travis	Vehicle Detection	
TxDOT (3) ITS	TxDOT			RM 620/SH 71	US 183
City of Austin (3) ITS	City of Austin		Travis	Traffic Monitoring System	
TxDOT (5) ITS	TxDOT			SH 71	SH 130
TxDOT (4) ITS	TxDOT			RM 2222	Loop 360
City of Austin (4) ITS	City of Austin		Travis	Emergency/Transit Vehicle Signal Priority	
TC5RD	Travis County	TxDOT	Travis	RM 1826	US 290 West
CORR3RD	City of Round Rock		Williamson	Gattis School Road, Seg. 6	Sonoma Trail
COA8RD	City of Austin		Travis	Braker Lane	Dawes Place

 Roadway
 ITS/Operations
 Transit
 Active

TC1RD	Travis County		Travis	Braker Lane North	Samsung Blvd.
COCP1RD	City of Cedar Park		Williamson	New Hope Dr.	Ronald Reagan Blvd.
HC3RD	Hays County		Hays	RM 3237	RM 150
TxDOT (2) ITS	TxDOT			Loop 360	Loop 1 (MoPac)
COBU1AT	City of Buda		Hays	FM 2001	Overpass Road/FM 2001
City of Kyle (1) Other	City of Kyle	Hays County	Hays	Center Street Rail Siding Project	Burleson Street
COG2RD	City of Georgetown		Williamson	RM 2243 (Leander Rd)	Norwood Drive
TC2RD	Travis County		Travis	Pearce Lane	Kellam Road
BUC14RD	Burnet County	TxDOT	Burnet	US 281	SH 71
BUC20RD	Burnet County	TxDOT	Burnet	SH 71	Spur 191
BUC12RD	Burnet County	TxDOT	Burnet	SH 29	RM 243 North
BUC18RD	Burnet County	TxDOT	Burnet	US 281	Nature Heights Drive
BUC16RD	Burnet County	TxDOT	Burnet	US 281	At RM 1431




Roadway

ITS/Operations

Transit

Activ

TxD6RD	TxDOT	City of Smithville	Bastrop	SH 95	LP 230
COCP1AT	City of Cedar Park		Williamson	Brushy Creek North Fork Trail	Parmer Lane
CAMPO(1)ST	CAMPO	City of Buda		FM 1626/RM 957 Intersection	
CAMPO(2)ST	CAMPO	City of Buda		Garlic Creek Parkway	
CAMPO(3)ST	CAMPO	City of Austin		Bergstrom Spur	
TxD11RD	TxDOT	City of Cedar Park	Williamson	FM 734	RM 1431
TxD16RD	TxDOT	City of Lakeway	Travis	RM 620	SH 71
TxD17RD	TxDOT	City of Lakeway	Travis	RM 620	Aria Dr/Cavalier Dr.
CAMPO(4)ST	CAMPO	City of Dripping Springs		US 290/RM 12 & Mercer District	
CAMPO(6)ST	CAMPO	City of San Marcos		San Marcos - Southwestern Hays Sub-Regional Study	

-  Category 2 - Congestion and Mobility Funds
-  Category 7 - Surface Transportation Block Grant (STBG)
-  Category 9 - Transportation Alternatives Set-Aside (TASA)

 Roadway  ITS/Operations  Transit  Activ

24. **Discussion/Action** concerning approval of an Order authorizing the filing of a Final Plat (Short Form Procedure) for Reserve Acres on Burdette Wells Road (CR 207). **Cost: None; Speaker: Commissioner Moses / Kasi Miles; Backup: 19.**

October 16, 2018

Kasi Miles
Caldwell County
1700 FM 2720
Lockhart, TX 78644

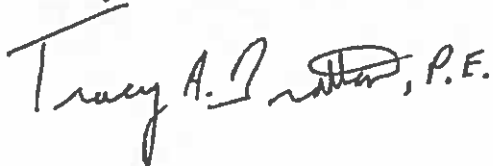
RE: Reserve Acres Estates Short Form Plat
BCG Project No. 070004-70-001

Ms. Miles,

Bowman Consulting has completed our review of the Short Form Plat application for Reserve Acres Estates a Subdivision of a 4.000 acre tract of land containing four 1.000 acre lots. The lots front on Burdett Wells Road (County Road #207) and the Subdivision is part of the Richard Miller Survey A-202 and the Robert H. Hunter Survey A-134 in Caldwell County, Texas. The plat appears to be in general conformance with the rules and regulations of Caldwell County. Therefore, we recommend placing the plat on the Commissioners Court agenda for consideration.

It is our pleasure to be of assistance to the County on this project.

Sincerely,

 Tracy A. Bratton, P.E.

Tracy A. Bratton, P.E.
Bowman Consulting Group, Ltd.

0003981 11-24
Office AU # 1210(8)
Remitter DARRELL HASTINGS
Operator ID u484814

CASHIER'S CHECK

0398101040

PAY TO THE ORDER OF ***CALDWELL COUNTY***

October 05, 2018

One thousand one hundred fifty dollars and no cents

\$1,150.00

Payee Address
Wells Fargo Bank, N.A.
19 W CHIHUAHUA ST
A VERNIA, TX 78121
OR INQUIRIES CALL (480) 394-3122

VOID IF OVER US \$ 1 150 00
Richard Levy
CONTROLLER

⑈0398101040⑈ ⑆121000248⑆4861 512838⑈

CALDWELL COUNTY SANITATION DEPT.
405 E. MARKET ST.
LOCKHART, TEXAS 78644
(512) 398-1803

6678
DATE 10-15-18

RECEIVED FROM Darrell Hastings \$ 1,150.00
One thousand One hundred and fifty dollars and no cents
FOR Short Form Plat - Preserve Aves

AMOUNT OF ACCOUNT		
THIS PAYMENT	1,150.00	
BALANCE DUE	0	

- CASH
- CHECK
- CREDIT CARD
- MONEY ORDER

BY Kasi P Miles
Thank You



POLONIA WATER SUPPLY CORPORATION

P. O. BOX 778 LOCKHART, TEXAS 78644

512-559-2030 FAX 512-559-2031

August 13], 2018

**Darrell Hastings - Owner
9886 US 183 S
Lockhart, TX 78644**

The location at 9886 US 183 S, Tax I.D #91281 in Caldwell County is in Polonia Water Supply Corporation's service area. When an engineer study has been completed it will include construction requirements and water availability. Service will be provided when all applicable applications and fees are completed and paid.

Polonia Water Supply Corporation Staff

NEPTUNE - WILKINSON ASSOCIATES, INC.
Consulting Engineers
TBPE Firm# F-359

4010 Manchaca Road
Austin, Texas 78704

(512) 462-3373
(FAX) 462-3469

September 4, 2018

Paul Pittman, Manager
Polonia Water Supply Corporation
P.O. Box 778
Lockhart, Texas 78644

Re: 115 Burdette Wells Road
Four 1 Acre Single Family Tracts
NWA# 1062-150

Dear Paul:

An Application for Nonstandard Water Service for the referenced four 1 acre lots (Property) was received August 23, 2018 and the following review comments are provided. The Property proposed for subdividing is out of a 41.973 acre tract (property I.D.# 91281) with frontage on Burdette Wells Road. The Property is not located within the Polonia Water Supply Corporation's (Polonia WSC) Area certificated service area but is within the Facilities In Place area.

The requested water service is to subdivide the Property into 4 one acre tracts. An existing 2 inch waterline is located on the opposite side of Burdette Wells Road. The existing 2-inch waterline is served by a 4 inch waterline along US 183 by gravity flow from the South 183 78,000 gallon standpipe with hydraulic elevation of 620 feet. The ground elevation of the Property is about 475 feet. This pressure zone is capable of meeting the Texas Commission on Environmental Quality (TCEQ) minimum criteria for domestic water service for the Property.

Domestic water service can be committed when the following briefly stated conditions have been met and service connections required to serve each proposed tract have been constructed and accepted by Polonia WSC.

1. If not previously paid, the Developer shall pay the Nonstandard Investigation Fee set forth in the Application for Site Development in the amount of \$750.00. The Nonstandard Service Investigation Fee is for engineering evaluation of Application to provide water service and is the minimum fee. The final amount of this fee will increase by any additional cost incurred by Polonia WSC for engineering and/or legal consultation and plan review(s) relating to water service, if greater than \$750.00.
2. The Property owner must enter into a Nonstandard Service Agreement prepared by Polonia WSC agreeing to pay all costs required to serve the Connection as briefly described below. The following conditions should be included in the Nonstandard Service Agreement.

- a. Payment for the Capital Improvement Fee (CIF) is currently \$2,500.00 for each single family connection or living unit equivalent (LUE). The total LUEs for the connections requested is 4. The CIF for these connections is \$10,000.00 and must be remitted to Polonia WSC at the time the Nonstandard Service Agreement is signed by the Property owner, i.e. fee must be paid up-front and is non-refundable and non-transferable.
- b. Polonia WSC is a regulated public utility and is required to maintain certain capacities for water supply, treatment, pumping, storage and distribution facilities (Offsite Facilities) for each connection to be served.

The Property owner must pay Polonia WSC the pro rata share of the capacity required in such Offsite Facilities for the number of LUEs to be served. The current Water Development and Supply Fee (WDSF) is \$3,500.00 for each LUE or \$14,000.00 for 4 LUEs. Payment of the WDSF is required at the time the CIF is paid.

- c. The WDSF payment will reserve water service for the 4 LUEs provided the monthly Reserve Service charge (50 percent of the base monthly charge which is currently \$22.95) for each LUE is paid. Presently, the total monthly Reserve Service charge is \$45.90 for the LUEs.

Payment of the monthly Reserve Service charge shall begin with the first monthly billing cycle after signing of the Nonstandard Service Agreement relative to this inquiry. This monthly Reserve Service charge is subject to change if the base monthly charge is changed in Polonia WSC's Tariff. The water service commitment is limited to the number of LUEs for which the monthly Reserve Service charge is paid.

- d. Polonia WSC's commitment to supply water to the Property is subject to the Rules and Regulations Concerning Service which are contained in the Tariff and Subdivision Service Extension Policy. After signing the Nonstandard Service Agreement, the purchaser of each tract must pay to Polonia WSC all applicable fees required for water service including the Membership Fee (currently \$100.00) and the Service Connection Fee (currently \$850.00). The service connection to each proposed tract shall be installed by the Developer of the Property without cost to Polonia WSC. The meter shall be the standard meter used by and purchased from Polonia WSC.
- e. The purchaser of each tract (Corporation Member) will be billed for water service and be responsible for payment of the minimum monthly water bill (currently \$22.95) plus the cost of all water metered.

- f. Water service can not be provided to the 4 proposed tracts or any additional tracts created by subdividing other acreage out of the original 41.973 acre tract unless a subdivision plat has been approved by the Commissioners Court of Caldwell County after review and acceptance of the preliminary plat by Polonia WSC.

The plat shall have a note stating the extension of water service from any tract of the Property to any other parcel or unplatted area is prohibited and is just cause for Polonia WSC to terminate water service at the service connection that provides such an extension of service.

3. Above comments 1 and 2 must be completed and all applicable fees paid within 90 calendar days of the date of this letter unless an extension is requested and approved by Polonia WSC. Any time extension granted by Polonia WSC shall not exceed 60 calendar days.
4. Polonia WSC does not provide or imply that fire protection is available in this area of the distribution system.
5. It is recommended water service to the 4 tracts be provided by constructing two 2 inch taps each fitted with a 2" gate valve positioned opposite the common lot line of two tracts, installing 1-1/2" PE service tubing within 3" PVC pipe sleeve across Burdette Wells Road to a double meter setting at the common corner of two adjoining tracts.

All construction work associated with providing water service to each tract shall be in accordance with TCEQ regulations relating to public water distribution system and Polonia WSC General Construction Notes and Details.

A description of materials to be used for 2" tap of the existing 2 inch waterline, the two double long side service connections required to serve the 4 tracts and various service connection appurtenances must be submitted for review and approval by Polonia WSC prior to being incorporated in the construction.

6. The service connections must be located within easement along the road frontage of the tracts dedicated by plat to Polonia WSC.

These comments have not been provided to Applicant. Please advise if you have questions, corrections or additional comments that should be addressed.

Sincerely,


Joel D. Wilkinson, P.E.
Enclosure
JDW:xf

STATE OF TEXAS §

COUNTY OF CALDWELL §

PARTITION DEED

KNOW ALL MEN BY THESE PRESENTS:

That whereas, we, Cynthia Mergele, Sandra Saenz, Darrell Hastings, Marilyn Maida, James Hastings and Glenn Hastings, of Caldwell County, Texas, have and hold in common the lands described below, and desire to partition the property, to wit: Those certain tracts of land designated as Tracts 1,2, 3 and 4 in a certain Quitclaim Deed dated July 28, 2011, from Patricia Garwood Dullye et al to Mary Lou Garwood of record under file number 113325 of the Official Public Records of Caldwell County, Texas.

Now, therefore, in consideration of the premises and to effect a partition, it is hereby COVENANTED, GRANTED, CONCLUDED and AGREED by and between the parties, and each of them COVENANTS, GRANTS, CONCLUDES and AGREES, for himself or herself, themselves, his or her and their heirs and assigns, that a partition of lands be made as follows, viz:

1. Marilyn Maida, Darrell Hastings and James Hastings shall from henceforth have, hold, possess and enjoy, as tenants in common, by themselves and to their heirs and assigns, for a part, share and proportion of the lands and premises, free from any and all claims of the other parties, all that tract of land situated and described as follows: 2.509 acres of land, more particularly described in Exhibit "A," which is attached hereto and incorporated herein; and the other parties hereto do GRANT, RELEASE, and CONFIRM unto Marilyn Maida, Darrell Hastings and James Hastings these premises; TO HAVE and TO HOLD as tenants in common these premises, with all and singular the hereditaments and appurtenances thereunto

herein; and the other parties hereto do **GRANT, RELEASE, and CONFIRM** unto Sandra G. Saenz these premises, **TO HAVE and TO HOLD** in severalty these premises, with all and singular the hereditaments and appurtenances thereunto belonging unto Sandra G. Saenz, her heirs and assigns forever.

And we do hereby bind ourselves, our heirs, executors and administrators, respectively, to warrant and forever defend all and singular the said premises, respectively, to warrant and forever defend all and singular the said premises, respectively, each to the other, her heirs and assigns, respectively, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

4. Marilyn G. Maida shall from henceforth have, hold, possess and enjoy, in severalty, by herself and to her and her heirs and assigns, for her part, share and proportion of the lands and premises, free from any and all claims of the other parties, all that tract of land situated and described as follows: 41.973 acres of land, more particularly described in Exhibit "D," which is attached hereto and incorporated herein; and the other parties hereto do **GRANT, RELEASE, and CONFIRM** unto Marilyn G. Maida these premises, **TO HAVE and TO HOLD** in severalty these premises, with all and singular the hereditaments and appurtenances thereunto belonging unto Marilyn G. Maida, her heirs and assigns forever.

And we do hereby bind ourselves, our heirs, executors and administrators, respectively, to warrant and forever defend all and singular the said premises, respectively, to warrant and forever defend all and singular the said premises, respectively, each to the other, her heirs and assigns, respectively, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

5. James Hastings shall from henceforth have, hold, possess and enjoy, in severalty, by himself and to him and his heirs and assigns, for his part, share and

respectively, each to the other, her heirs and assigns, respectively, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

7. Glenn B. Hastings shall from henceforth have, hold, possess and enjoy in severalty, by himself and to him and his heirs and assigns, for his part, share and proportion of the lands and premises, free from any and all claims of the other parties, all that tract of land situated and described as follows: 43.973 acres of land, more particularly described in Exhibit "G," which is attached hereto and incorporated herein; and the other parties hereto do **GRANT, RELEASE, and CONFIRM** unto Glenn B. Hastings these premises, **TO HAVE and TO HOLD** in severalty these premises, with all and singular the hereditaments and appurtenances thereunto belonging unto Glenn B. Hastings, his heirs and assigns forever.

And we do hereby bind ourselves, our heirs, executors and administrators, respectively, to warrant and forever defend all and singular the said premises, respectively, to warrant and forever defend all and singular the said premises, respectively, each to the other, his heirs and assigns, respectively, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

8. Cynthia G. Mergele shall from henceforth have, hold, possess and enjoy, in severalty, by herself and to her and her heirs and assigns, for her part, share and proportion of the lands and premises, free from any and all claims of the other parties, all that tract of land situated and described as follows: 43.973 acres of land, more particularly described in Exhibit "H," which is attached hereto and incorporated herein; and the other parties hereto do **GRANT, RELEASE, and CONFIRM** unto Cynthia G. Mergele these premises, **TO HAVE and TO HOLD** in severalty these premises, with all and singular the hereditaments and appurtenances thereunto belonging unto Cynthia G. Mergele, her heirs and assigns forever.

No title examination was requested in connection with the preparation of this document, nor was any made. The preparer expresses no opinion on title to this property.

Witness our hands on the dates of the acknowledgements that follow.

U

N

Cynthia G. Mergele
Cynthia G. Mergele

Sandra G. Saenz
Sandra G. Saenz

Darrel V. Hastings
Darrel V. Hastings

O

Marilyn G. Maida
Marilyn G. Maida

James Hastings
James Hastings

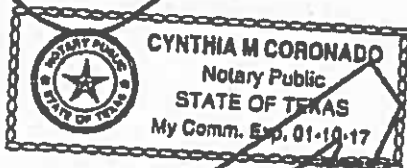
Glenn B. Hastings
Glenn B. Hastings

F

I

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me by Marilyn G. Maida on the 6th
day of June, 2013.



Cynthia M Coronado
Notary Public in and for the
State of Texas

STATE OF TEXAS §
 §
COUNTY OF Jefferson §

This instrument was acknowledged before me by James Hastings on the 17 day
of June, 2013.



Kelley Frixoux
Notary Public in and for the
State of Texas

STATE OF TEXAS §
 §
COUNTY OF Bejar §

This instrument was acknowledged before me by Glenn B. Hastings on the 3
day of May, 2013.



Danette C. Carpenter
Notary Public in and for the
State of Texas



EXHIBIT "B"
1 of 2

Claude Hinkle Surveyors

All of a certain tract or parcel of land situated in Caldwell County, Texas and being also a part of the Guadalupe College Survey A-115 and the Richard Miller Survey A-202 and the Thaddeus Hunter Survey A-129 and the Robert H. Hunter Survey A-134 being also a part of a tract of land designated as Tract Four called 136 acres and conveyed to Mary Lou Garwood et al by deed recorded in Instrument #115325 of the Official Records of Caldwell County, Texas and being more particularly described as follows:

BEGINNING at a capped 1/2" iron pin set in the intersection of the Southeast line of County Road #207 (a.k.a. Burdette Wells Road) and the NE line of US Highway 183 and in the Southwest line of the above mentioned Tract Four for the West corner this tract.

THENCE North 61 degrees 40 minutes 44 seconds East with the Southeast line the said County Road #207 1788.31 feet to a 8" treated fence corner post found in the intersection of the Southeast line of the said County Road #207 and the East line of the said Tract Four and in the apparent West corner of a tract of land conveyed to Jimmy Brast by deed recorded in Volume 47 Page 357 of the said Official Records for the North corner this tract.

THENCE with the East line the said Fourth Tract and the apparent West line the above mentioned Brast tract for the following four courses:

- (1) South 04 degrees 36 minutes 23 seconds West 873.66 feet to a 5" iron pipe post found for an angle point this tract.
- (2) South 01 degrees 55 minutes 26 seconds West 325.59 feet to a 5" iron pipe post found for an angle point this tract.
- (3) South 00 degrees 58 minutes 45 seconds West 325.98 feet to a 5" iron pipe post found for an angle point this tract.
- (4) South 02 degrees 23 minutes 41 seconds East 135.58 feet to a capped 1/2" iron pin set for the East corner this tract.

THENCE South 66 degrees 54 minutes 49 seconds West over and across the said Fourth Tract 1051.52 feet to a capped 1/2" iron pin set in the Southwest line of the said Tract Four in the NE line of US Highway 183 for the South corner this tract.

THENCE North 22 degrees 57 minutes 03 seconds West with the Southwest line the said Tract Four in the NE line of US Highway 183 569.68 feet to a capped 1/2" iron pin set for a reentrant corner this tract.

THENCE North 67 degrees 02 minutes 57 seconds East entering the said Tract Four 373.83 feet to a capped 1/2" iron pin set for an ell corner this tract.

THENCE North 22 degrees 57 minutes 03 seconds West 292.35 feet to a capped 1/2" iron pin set for an ell corner this tract.

THENCE South 67 degrees 02 minutes 57 seconds West 373.83 feet to a capped 1/2" iron pin set in the Southwest line of the said Tract Four in the NE line of US Highway 183 point exterior corner this tract.

Caldwell CAD

Property Search

Property Search Results > 91281 HASTINGS DARRELL V for Year 2018

Property

Account

Property ID:	91281	Legal Description:	A134 HUNTER, ROBERT H., TRACT B, ACRES 41.973, A129 HUNTER & A202 MILLER
Geographic ID:	0002267-101-200-00	Agent Code:	
Type:	Real		
Property Use Code:			
Property Use Description:			

Location

Address:	115 BURDETTE WELLS RD LOCKHART, TX 78644	Mapsc0:	02-358
Neighborhood:	RURAL FM 1322-E OF HWY 183 AREA	Map ID:	02-358
Neighborhood CD:	4230		

Owner

Name:	HASTINGS DARRELL V	Owner ID:	165709
Mailing Address:	3126 CR 357 LAVERNIA, TX 78121-4207	% Ownership:	100.0000000000%
		Exemptions:	

Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$0	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$0	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$197,280	\$2,100
(+) Timber Market Valuation:	+	\$0	\$0

(=) Market Value:	=	\$197,280	
(-) Ag or Timber Use Value Reduction:	-	\$195,180	

(=) Appraised Value:	=	\$2,100	
(-) HS Cap:	-	\$0	

(=) Assessed Value:	=	\$2,100	

Taxing Jurisdiction

Owner: HASTINGS DARRELL V
 % Ownership: 100.0000000000%
 Total Value: \$197,280

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
--------	-------------	----------	-----------------	---------------	---------------

CAD	Caldwell Appraisal District	0.000000	\$2,100	\$2,100	\$0.00
CESD4	Caldwell County ESD #4	0.100000	\$2,100	\$2,100	\$2.10
FTM	Farm to Market Road	0.000100	\$2,100	\$2,100	\$0.00
GCA	Caldwell County	0.775200	\$2,100	\$2,100	\$16.28
SLH	Lockhart ISD	1.332360	\$580	\$580	\$7.73
SLU	Luling ISD	1.114000	\$1,520	\$1,520	\$16.93
WPC	Plum Creek Conservation District	0.023200	\$2,100	\$2,100	\$0.49
WUG	Plum Creek Underground Water	0.021400	\$2,100	\$2,100	\$0.45
Total Tax Rate:		3.366260			

Taxes w/Current Exemptions:	\$43.98
Taxes w/o Exemptions:	\$43.98

Improvement / Building

No improvements exist for this property.

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	M	MESQUITE	11.6000	505296.00	0.00	0.00	\$54,520	\$580
2	M	MESQUITE	30.3730	1323047.88	0.00	0.00	\$142,760	\$1,520

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2019	N/A	N/A	N/A	N/A	N/A	N/A
2018	\$0	\$197,280	2,100	2,100	\$0	\$2,100
2017	\$0	\$179,350	2,100	2,100	\$0	\$2,100
2016	\$0	\$167,000	2,100	2,100	\$0	\$2,100
2015	\$0	\$154,640	2,060	2,060	\$0	\$2,060
2014	\$0	\$154,640	1,980	1,980	\$0	\$1,980

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	6/17/2013	PD	PARTITION DEED	GARWOOD MARY LOU	HASTINGS DARRELL V			133300
2	7/25/2011	QD	QUIT CLAIM DEED	GARWOOD ROBERT & MARY	GARWOOD MARY LOU			115325

Tax Due

Property Tax Information as of 08/14/2018

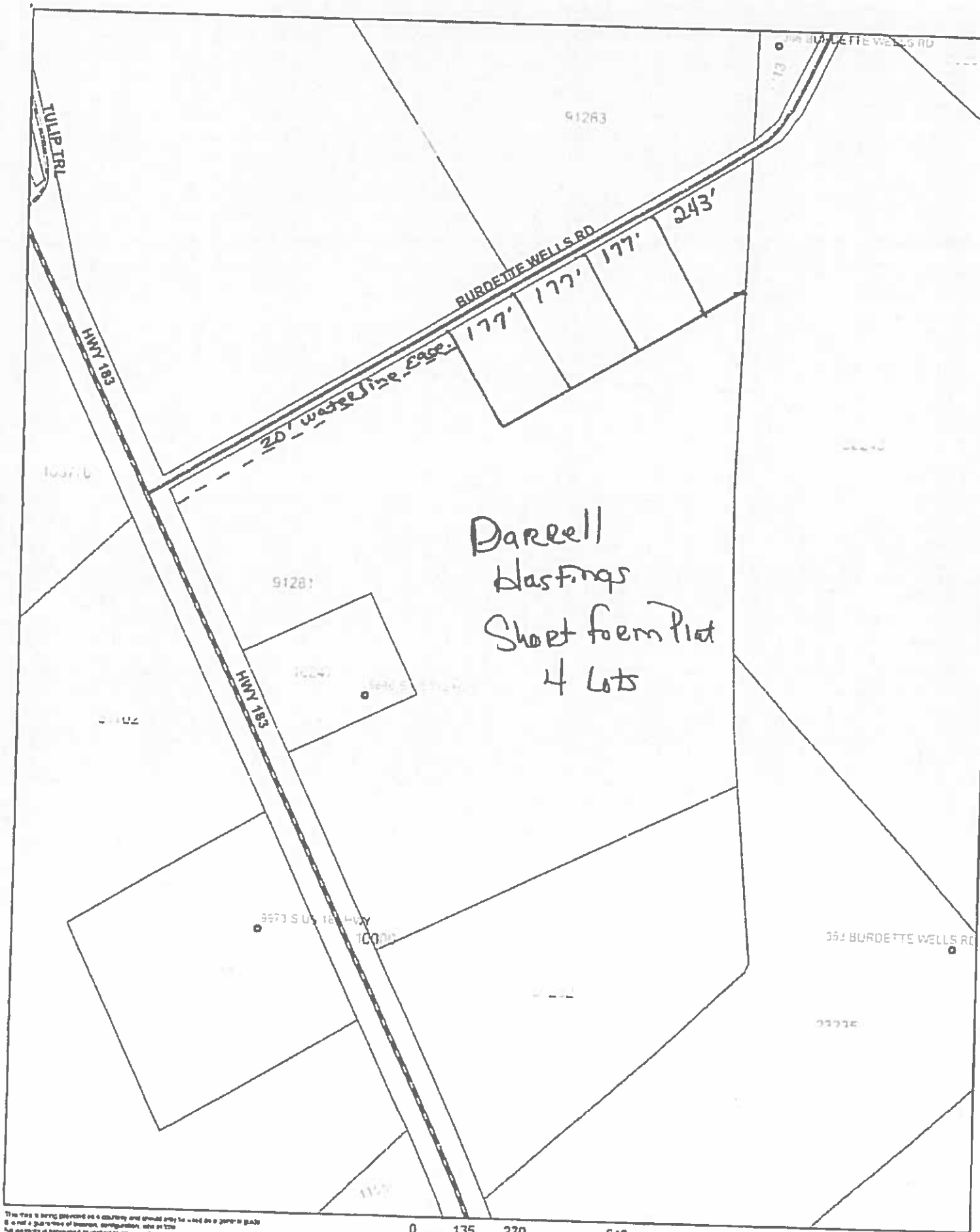
Amount Due If Paid on:  -

Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount / Penalty & Interest	Attorney Fees	Amount Due
2017	Plum Creek Underground Water	\$2,100	\$0.45	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00
2017	Farm to Market Road	\$2,100	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2017	Caldwell County	\$2,100	\$16.28	\$16.28	\$0.00	\$0.00	\$0.00	\$0.00
2017	Lockhart ISD	\$580	\$7.73	\$7.73	\$0.00	\$0.00	\$0.00	\$0.00

2017	Plum Creek Conservation District	\$2,100	\$0.49	\$0.49	\$0.00	\$0.00	\$0.00	\$0.00
2017	Luling ISD	\$1,520	\$16.93	\$16.93	\$0.00	\$0.00	\$0.00	\$0.00
2017	Caldwell County ESD #4	\$2,100	\$2.10	\$2.10	\$0.00	\$0.00	\$0.00	\$0.00
	2017 TOTAL:		\$43.98	\$43.98	\$0.00	\$0.00	\$0.00	\$0.00
2016	Caldwell County ESD #4	\$2,100	\$2.10	\$2.10	\$0.00	\$0.00	\$0.00	\$0.00
2016	Farm to Market Road	\$2,100	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2016	Caldwell County	\$2,100	\$16.28	\$16.28	\$0.00	\$0.00	\$0.00	\$0.00
2016	Lockhart ISD	\$580	\$7.73	\$7.73	\$0.00	\$0.00	\$0.00	\$0.00
2016	Luling ISD	\$1,520	\$17.04	\$17.04	\$0.00	\$0.00	\$0.00	\$0.00
2016	Plum Creek Conservation District	\$2,100	\$0.48	\$0.48	\$0.00	\$0.00	\$0.00	\$0.00
2016	Plum Creek Underground Water	\$2,100	\$0.45	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00
	2016 TOTAL:		\$44.08	\$44.08	\$0.00	\$0.00	\$0.00	\$0.00
2015	Caldwell County ESD #4	\$2,060	\$2.06	\$2.06	\$0.00	\$0.00	\$0.00	\$0.00
2015	Farm to Market Road	\$2,060	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2015	Caldwell County	\$2,060	\$14.78	\$14.78	\$0.00	\$0.00	\$0.00	\$0.00
2015	Lockhart ISD	\$570	\$7.59	\$7.59	\$0.00	\$0.00	\$0.00	\$0.00
2015	Luling ISD	\$1,490	\$16.78	\$16.78	\$0.00	\$0.00	\$0.00	\$0.00
2015	Plum Creek Conservation District	\$2,060	\$0.46	\$0.46	\$0.00	\$0.00	\$0.00	\$0.00
2015	Plum Creek Underground Water	\$2,060	\$0.44	\$0.44	\$0.00	\$0.00	\$0.00	\$0.00
	2015 TOTAL:		\$42.11	\$42.11	\$0.00	\$0.00	\$0.00	\$0.00
2014	Lockhart ISD	\$550	\$7.86	\$7.86	\$0.00	\$0.00	\$0.00	\$0.00
2014	Plum Creek Underground Water	\$1,980	\$0.44	\$0.44	\$0.00	\$0.00	\$0.00	\$0.00
2014	Plum Creek Conservation District	\$1,980	\$0.44	\$0.44	\$0.00	\$0.00	\$0.00	\$0.00
2014	Luling ISD	\$1,430	\$15.94	\$15.94	\$0.00	\$0.00	\$0.00	\$0.00
2014	Farm to Market Road	\$1,980	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2014	Caldwell County	\$1,980	\$13.68	\$13.68	\$0.00	\$0.00	\$0.00	\$0.00
	2014 TOTAL:		\$38.36	\$38.36	\$0.00	\$0.00	\$0.00	\$0.00

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.

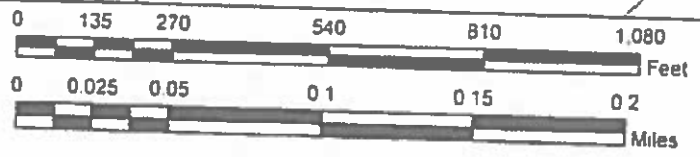
Questions Please Call (512) 398-5550

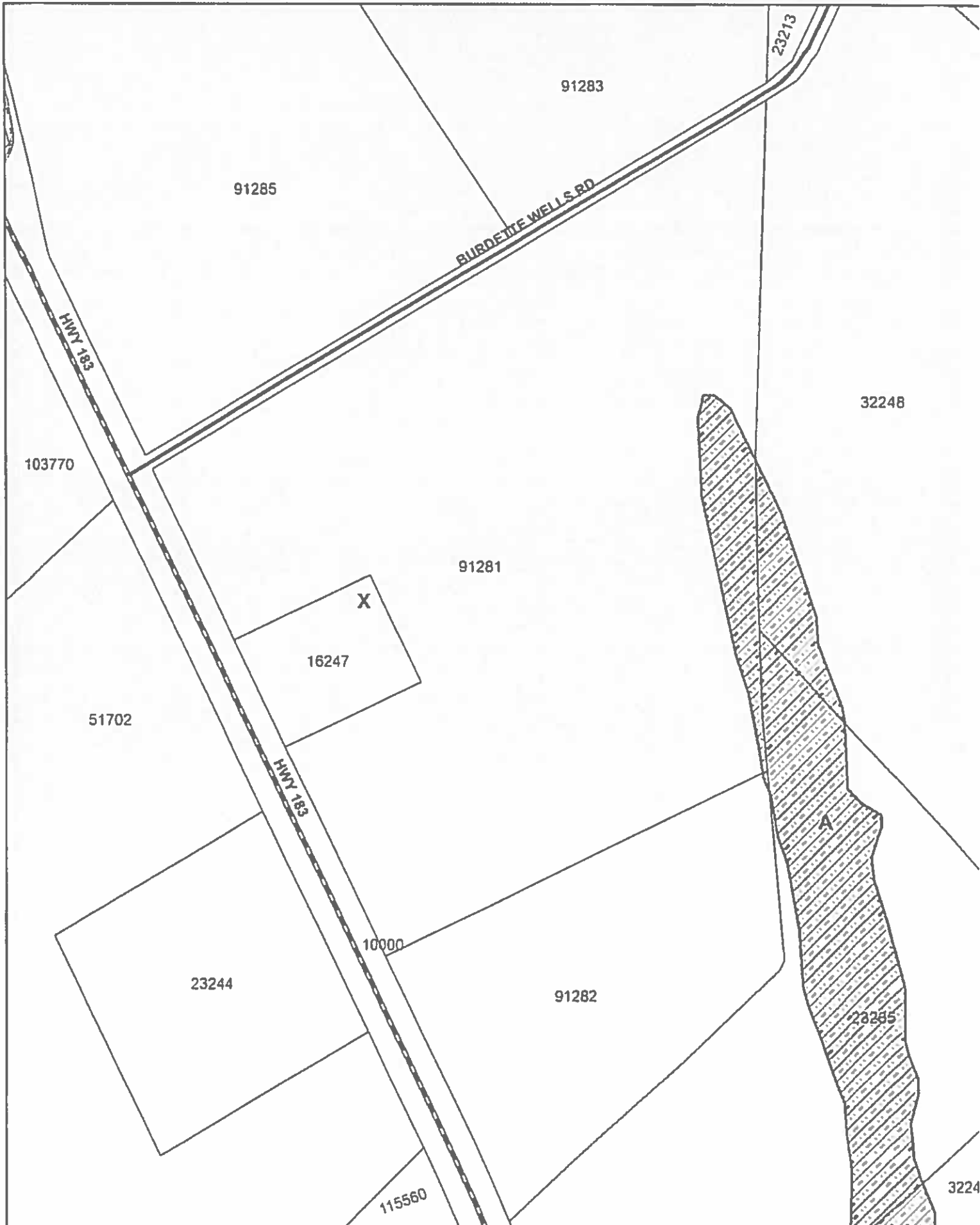


Darrell
Hastings
Shed form Plot
4 Lots

This map is being prepared as a courtesy and should only be used as a general guide
 it is not a substitute for a survey, and should only be used as a general guide
 to the location of the easement. It is not intended to be used for any other purpose.
 This product is for informational purposes only 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
 should not be used to determine the location of property boundaries.
 Additionally, this document does not purport to influence any and may vary during process.

Date Printed:
Monday, August 13 2018

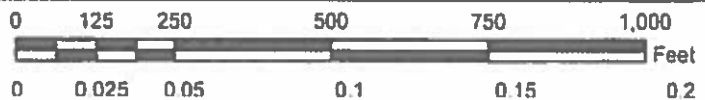


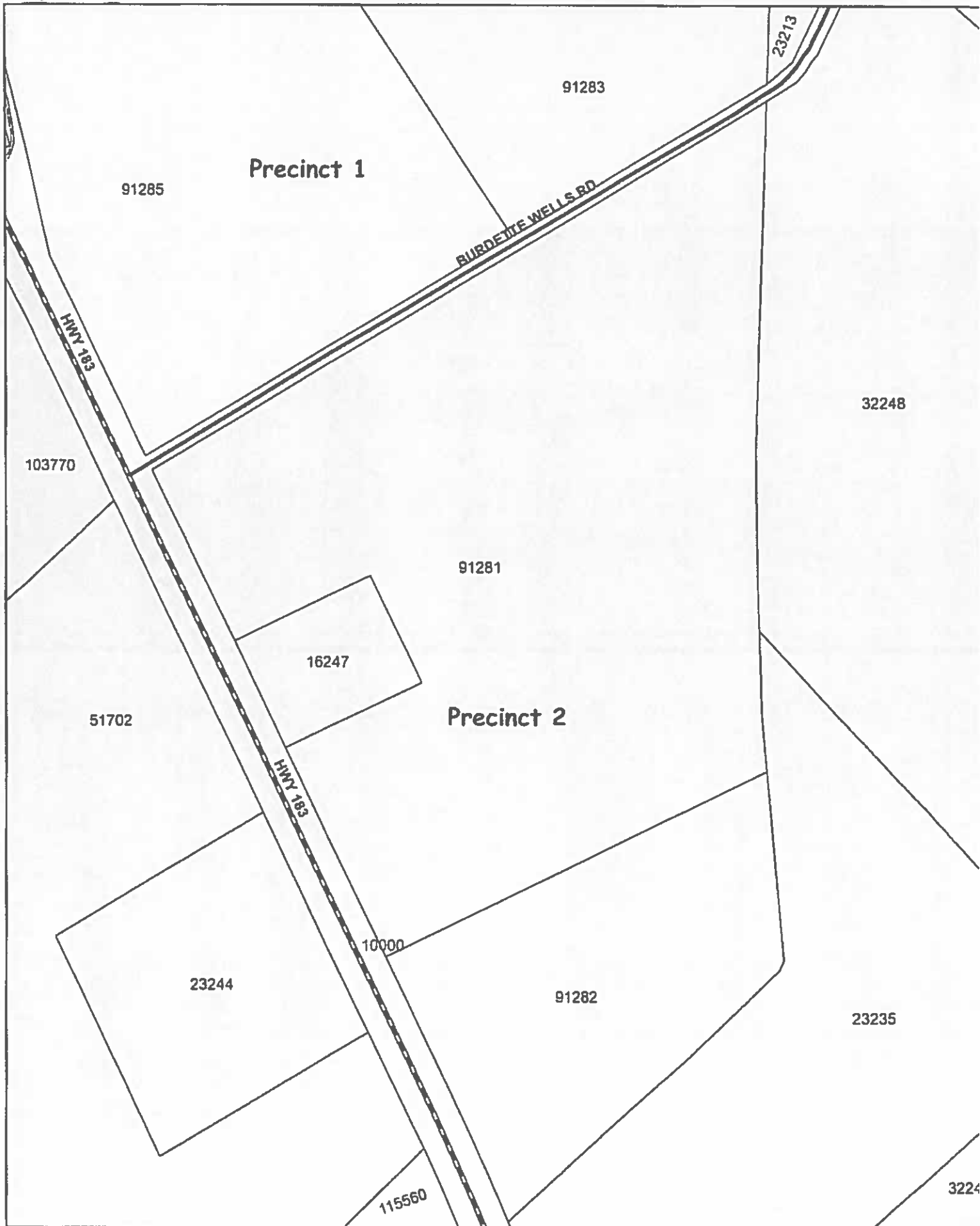


This map is being provided as a courtesy and should only be used as a general guide. It is not a guarantee of location, configuration, size or title. No warranty is expressed or implied to any user for any purpose.

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 require an on-the-ground survey and

Date Printed:
Tuesday, August 14, 2018





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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

Date Printed:
Tuesday, August 14, 2018



25. **Discussion/Action** concerning approval of an Order authorizing the filing of a Final Plat (Short Form Procedure) for Pecan Meadows, Lot #10 located on Old Lockhart Road (CR 178). **Cost: None; Speaker: Commissioner Roland / Kasi Miles; Backup: 13.**

October 16, 2018

Kasi Miles
Caldwell County
1700 FM 2720
Lockhart, TX 78644

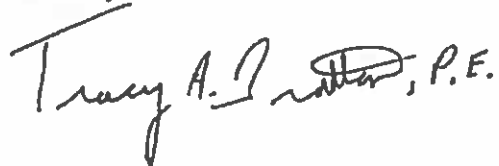
RE: Short Form Plat of Lots 10-A, 10-B and 10-C of Pecan Meadows
BCG Project No. 070004-69-001

Ms. Miles,

Bowman Consulting has completed our review of the Short Form Plat application of Lots 10-A, 10-B and 10-C of Pecan Meadows subdivision of a 10.003-acre tract of land containing three lots; with Lot 10-A being 4.003 acres, Lot 10-B being 3.000 acres and Lot 10-C being 3.000 acres. Each lot is fronts on County Road #176 (Old Lockhart Road). The Subdivision is out of Lot 10 of Pecan Meadows according to the plat there of recorded in Plat Cabinet A, Slide 57 of the Plat Records of Caldwell County, Texas. The plat appears to be in general conformance with the rules and regulations of Caldwell County. Therefore, we recommend placing the plat on the Commissioners Court agenda for consideration.

It is our pleasure to be of assistance to the County on this project.

Sincerely,



Tracy A. Bratton, P.E.
Bowman Consulting Group, Ltd.



September 11, 2018

Francisco Zuniga
55 Sunkist Dr.
Lockhart, TX 78644

Re: Service Availability – 55 Sunkist Drive, Lockhart, TX – Caldwell County

To Whom It May Concern:

We have determined that the location of your inquiry in Caldwell County is in the certificated service territory of Bluebonnet Electric Cooperative, Inc. and we are therefore willing to provide electric service. Bluebonnet's promise to provide service is contingent upon the applicant fulfilling all the requirements of our Tariff including our Line Extension Policy.

Should you have any questions or need additional information, please give me a call at 979-542-8518.

Sincerely,

Shawn Ely

Shawn Ely, PMP
Electric Distribution Design Supervisor

Creedmoor- Maha Water Supply Corp
12100 Laws Rd. Buda, Texas 78610
customerservice@creedmoormahawsc.com
(512) 243-2113
FAX: (512) 243-2137



ZUNIGA, FRANCISCO

55 SUNKIST DRIVE

LOCKHART, TX 78644

The request to see if additional meters at location on Sunskit Drive and Old Lockhart Rd has been verified. There are no additional meters or active service.

Creedmoor may provide meters for additional lots whom do not have existing water service under all terms written in the Creedmoor MaHa Water Supply Corporation Tariff and Bylaws. Future owner(s) of property subdivided on this location will need to provide the required documents and completed service application before an engineer study can begin.

Thank you

Creedmoor WSC

A handwritten signature in black ink, appearing to be "Francisco Zuniga", written in a cursive style.

0068485 11 24
Office AU # 1210(B)

CASHIER'S CHECK

6848503301

Remitter ROSA A ZARAGOZA
Operator I D u817235

September 18, 2018

PAY TO THE ORDER OF ***CALDWELL COUNTY ***

One thousand fifty dollars and no cents

***\$1,050.00**

Payee Address
Memo: APPLICATION FEE

WELLS FARGO BANK, N.A.
500 E BEN WHITE BLVD
AUSTIN, TX 78704
FOR INQUIRIES CALL (480) 394-3122

VOID IF OVER US \$ 1,050.00

Richard Lery
CONTROLLER

⑈ 6848503301 ⑆ ⑆ 121000248 ⑆ 4861 512838 ⑆

CALDWELL COUNTY SANITATION DEPT.

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

6679
DATE 10-15-18

RECEIVED FROM Rosa Zaragoza \$ 1,050.00

One thousand fifty dollars + no/xx DOLLARS

FOR Short Form Plat - Pecan Meadow lot #10

AMOUNT OF ACCOUNT		
THIS PAYMENT	1,050.00	
BALANCE DUE	0	

- CASH
- CHECK
- CREDIT CARD
- MONEY ORDER

BY Kasi L. Miles *Thank You*

PECAN MEADOWS

A57 1-57

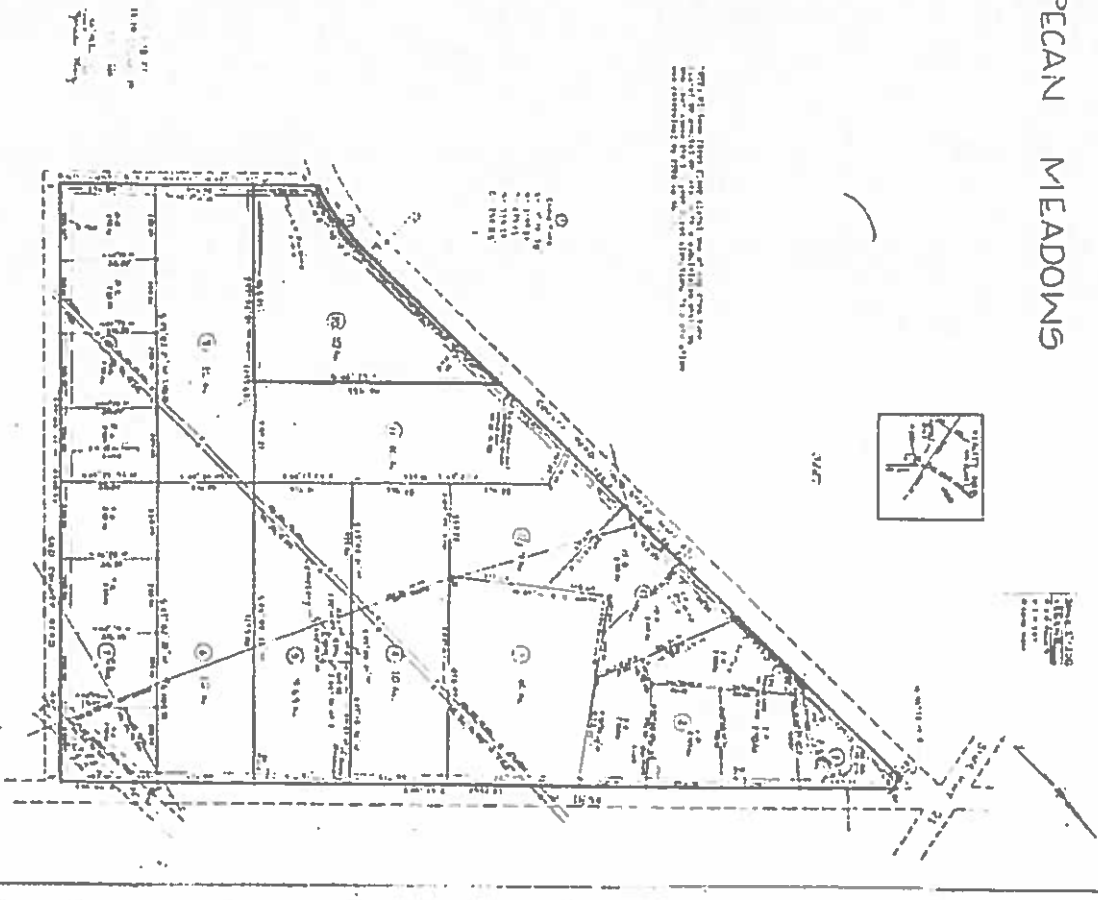
PROVE BY TESTS:
The undersigned, in the presence of the Board of Supervisors of the County of Dallas, Texas, and of a Jury of Freeholders of said County, do hereby certify that the above described land is the same as that shown on the plat of Pecan Meadows, Texas, as filed for record in the County Clerk's Office of said County, and that the same is the same as that shown on the plat of Pecan Meadows, Texas, as filed for record in the County Clerk's Office of said County, and that the same is the same as that shown on the plat of Pecan Meadows, Texas, as filed for record in the County Clerk's Office of said County.

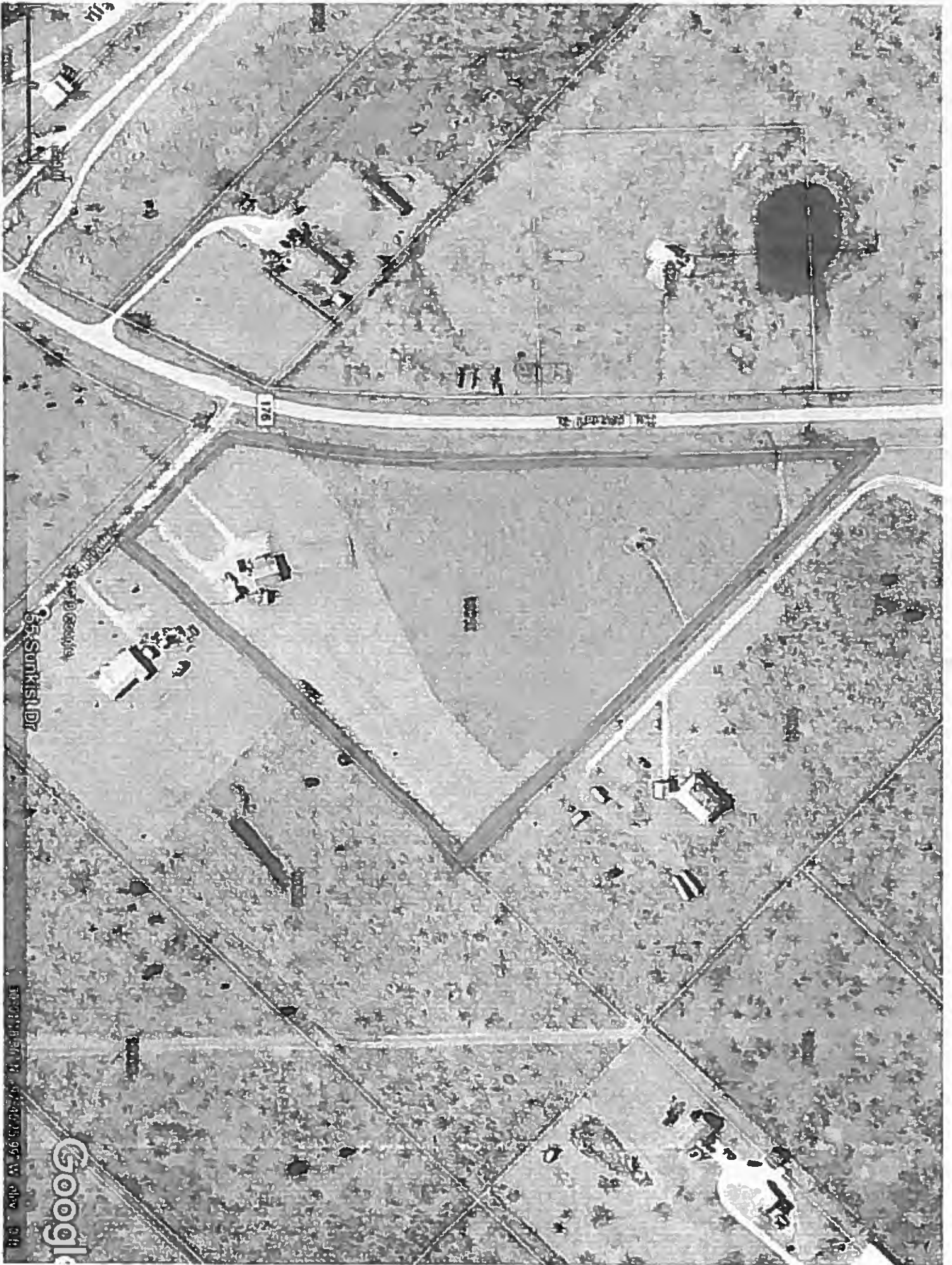
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PROVE BY TESTS:
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Through Tax Year
2017

TAX CERTIFICATE

Certificate #
6579

Issued By:
Caldwell County Appraisal District
211 Bulfinch Ln.
P O Bcx 900
Lockhart, TX 78644

Property Information

Property ID: 13010 Geo ID: 0001355-000-100-00
Legal Acres: 10.0000
Legal Desc: PECAN MEADOWS LIT 10 ACRES 1000
Status: 55 SUNKIST DR LOCKHART TX 78644
DBA:
Exemptions:

Owner ID: 206337 100.00%
GONZALEZ FRANCISCO C ZUNIGA &
ZARAGOZA ROSA ALVAREZ
2928 LYNNBROOK DR
AUSTIN, TX 78748-2124

For Entities

Caldwell County
Caldwell-Hays ESD 1
Farm to Market Road
Lockhart ISD

Value Information

Improvement HS 0
Improvement NHS 0
Land HS 19,380
Land NHS 84,410
Productivity Market 0
Productivity Use 0
Assessed Value 103,790

Current/Delinquent Taxes

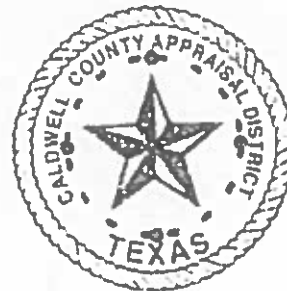
This is to certify that, after a careful check of the tax records of this office, the following delinquent taxes, penalties, interest and any known costs and expenses as provided by Tax Code §33.48, are due on the described property for the following taxing unit(s):

Year	Entity	Taxable	Tax Due	Disc./P&I	Attorney Fee	Total Due
Totals:			0.00	0.00	0.00	0.00

Effective Date 08/30/2018

Total Due if paid by 08/31/2018

0.00



Tax Certificate Issued for:	Taxes Paid in 2017
Lockhart SD	1,382.86
Farm to Market Road	0.10
Caldwell County	804.58
Caldwell-Hays ESD 1	103.79

If applicable, the above-described property has/is receiving special appraisal based on its use, and additional rollback taxes may become due based on the provisions of the special appraisal (Comptroller Rule 9.3040) or property omitted from the appraisal roll as described under Tax Code Section 25.21 is not included in this certificate [Tax Code Section 31.08(b)]

Pursuant to Tax Code Section 31.08, if a person transfers property accompanied by a tax certificate that erroneously indicates that no delinquent taxes, penalties or interest are due a taxing unit on the property or that fails to include property because of its omission from an appraisal roll, the unit's tax lien on the property is extinguished and the purchaser of the property is absolved of liability to the unit for delinquent taxes, penalties or interest on the property or for taxes based on omitted property. The person who was liable for the tax for the year the tax was imposed or the property was omitted remains personally liable for the tax and for any penalties or interest.

A tax certificate issued through fraud or collusion is void.

This certificate does not clear abuse of granted exemptions as defined in Section 11.43 Paragraph(1) of the Texas Property Tax Code

May Be Subject to Court Costs if Suit Is Pending

Date of Issue 08/30/2018
Requested By HINKLE SURVEYING
Fee Amount 10.00
Reference #

Signature of Authorized Officer of Collecting Office

Caldwell CAD

Property Search Results > 13010 GONZALEZ FRANCISCO C ZUNIGA & ROSA ALVAREZ - Year 2019

Property

Account

Property ID: 13010 Legal Description: PECAN MEADOWS, LOT 10, ACRES 10.0
 Geographic ID: 0001855-000-100-00 Agent Code:
 Type: Real
 Property Use Code:
 Property Use Description:

Location

Address: 55 SUNKIST DR Mapsco: 03-304
 LOCKHART, TX 78644
 Neighborhood: RURAL NW LYTTON SPRGS- E OF HWY 183 AREA Map ID: 03-304
 Neighborhood CD: 4200

Owner

Name: GONZALEZ FRANCISCO C ZUNIGA & Owner ID: 206337
 Mailing Address: ZARAGOZA ROSA ALVAREZ % Ownership: 100.000000000000%
 2928 LYNNBROOK DR
 AUSTIN, TX 78748-2124

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
<hr/>			
(=) Market Value:	=	N/A	
(-) Ag or Timber Use Value Reduction:	-	N/A	
<hr/>			
(=) Appraised Value:	=	N/A	
(-) HS Cap:	-	N/A	
<hr/>			
(=) Assessed Value:	=	N/A	

Taxing Jurisdiction

Owner: GONZALEZ FRANCISCO C ZUNIGA &
 % 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
Total Tax Rate:		N/A			

Taxes w/Current Exemptions: N/A
 Taxes w/o Exemptions: N/A

Improvement / Building

Improvement #1: MISCELLANEOUS State Code: A9 Living Area: sqft Value: N/A

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
DSTG	DETACHED STORAGE/UTILITY	SF2		2017	200.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	HS	HOMESITE	1.0000	43560.00	0 00	0.00	N/A	N/A
2	NHS	NON HOMESITE	9.0000	392040.00	0 00	0.00	N/A	N/A
3	U	UTILITY	0.0000	0 00	0 00	0.00	N/A	N/A

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2019	N/A	N/A	N/A	N/A	N/A	N/A
2018	\$1,950	\$106,790	0	108,740	\$0	\$108,740
2017	\$0	\$103,790	0	103,790	\$0	\$103,790
2016	\$0	\$85,070	0	85,070	\$0	\$85,070
2015	\$0	\$77,330	0	77,330	\$0	\$77,330
2014	\$0	\$77,330	0	77,330	\$0	\$77,330
2013	\$0	\$74,330	0	74,330	\$0	\$74,330
2012	\$0	\$61,960	0	61,960	\$0	\$61,960
2011	\$0	\$59,000	0	59,000	\$0	\$59,000
2010	\$0	\$54,620	0	54,620	\$0	\$54,620
2009	\$0	\$54,620	0	54,620	\$0	\$54,620
2008	\$0	\$53,020	0	53,020	\$0	\$53,020
2007	\$0	\$48,460	0	48,460	\$0	\$48,460
2006	\$0	\$48,460	0	48,460	\$0	\$48,460
2005	\$0	\$45,310	0	45,310	\$0	\$45,310

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	1/26/2015	WD/VL	WARRANTY DEED WITH VENDORS LIEN	ROSALES RAMIRO	GONZALEZ FRANCISCO C ZUNIGA &			2015-001858
2		OT	OTHER - ALL BLANK FIELDS FROM CONVERSION	BROWN GERALD R	SOPER RUSSELL A	469	297	0
3		OT	OTHER - ALL BLANK FIELDS FROM CONVERSION	SOPER RUSSELL A	ROSALES RAMIRO	469	301	0

Tax Due

Property Tax Information as of 10/15/2018

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
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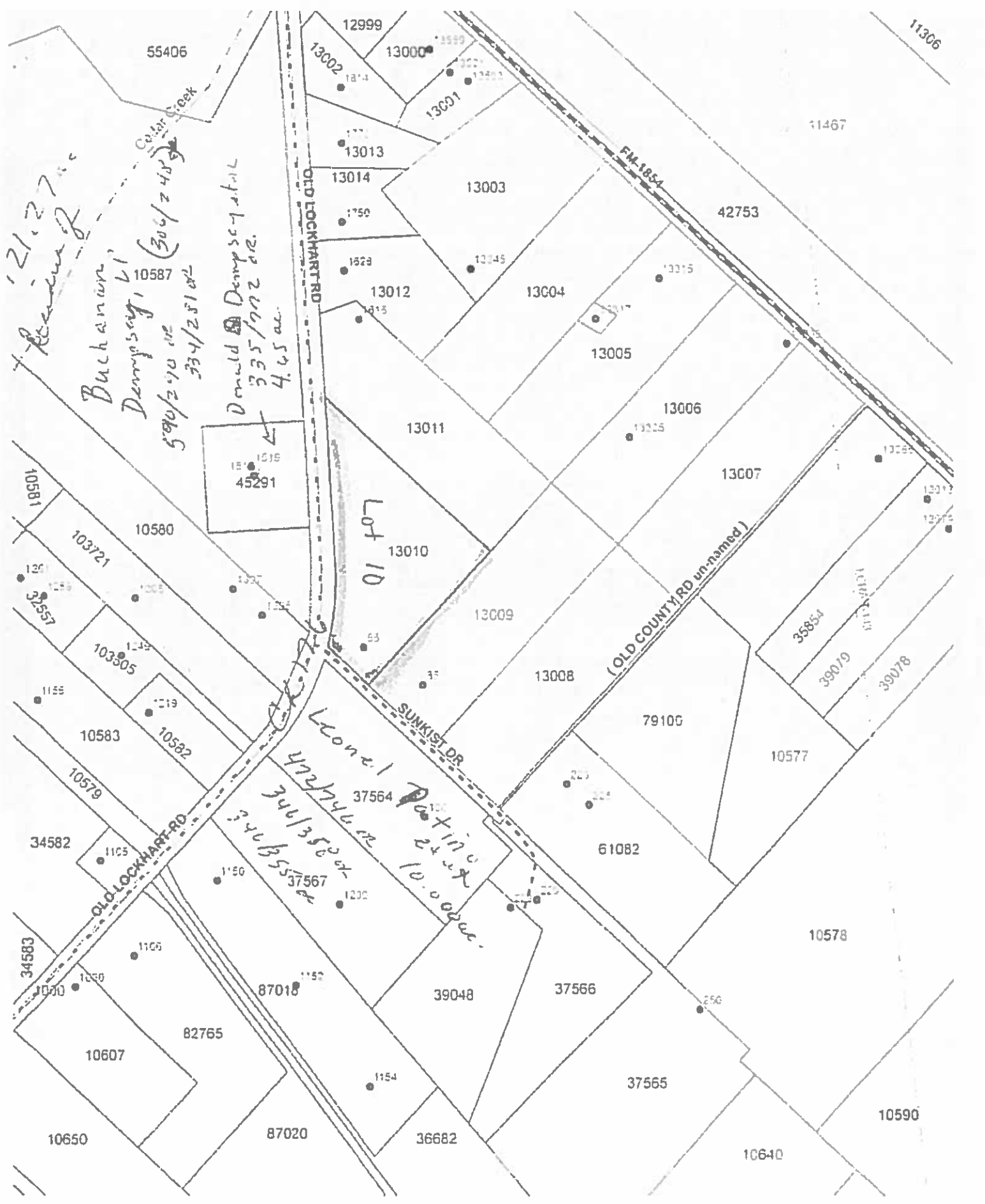
2018	Farm to Market Road	\$108,740	\$0.11	\$0 00	\$0.11	\$0 00	\$0 00	\$0 11
2018	Caldwell County	\$108,740	\$842.95	\$0.00	\$842.95	\$0 00	\$0 00	\$842.95
2018	Lockhart ISD	\$108,740	\$1448.81	\$0.00	\$1448.81	\$0 00	\$0 00	\$1448.81
2018	Caldwell-Hays ESD 1	\$108,740	\$107.65	\$0 00	\$107.65	\$0 00	\$0 00	\$107.65
	2018 TOTAL:		\$2399.52	\$0.00	\$2399.52	\$0.00	\$0.00	\$2399.52
2017	Caldwell-Hays ESD 1	\$103,790	\$103.79	\$103.79	\$0 00	\$0 00	\$0 00	\$0.00
2017	Farm to Market Road	\$103,790	\$0.10	\$0 10	\$0 00	\$0 00	\$0 00	\$0 00
2017	Caldwell County	\$103,790	\$804.58	\$804.58	\$0.00	\$0 00	\$0 00	\$0 00
2017	Lockhart ISD	\$103,790	\$1382.86	\$1382.86	\$0.00	\$0 00	\$0 00	\$0 00
	2017 TOTAL:		\$2291.33	\$2291.33	\$0.00	\$0.00	\$0.00	\$0.00
2016	Caldwell-Hays ESD 1	\$85,070	\$85.07	\$85.07	\$0.00	\$0 00	\$0 00	\$0.00
2016	Farm to Market Road	\$85,070	\$0.09	\$0.09	\$0.00	\$0 00	\$0 00	\$0 00
2016	Caldwell County	\$85,070	\$659.47	\$659.47	\$0.00	\$0 00	\$0 00	\$0 00
2016	Lockhart ISD	\$85,070	\$1133.44	\$1133.44	\$0.00	\$0 00	\$0 00	\$0 00
	2016 TOTAL:		\$1878.07	\$1878.07	\$0.00	\$0.00	\$0.00	\$0.00
2015	Caldwell-Hays ESD 1	\$77,330	\$77.33	\$77.33	\$0.00	\$0 00	\$0 00	\$0 00
2015	Farm to Market Road	\$77,330	\$0.08	\$0.08	\$0.00	\$0 00	\$0 00	\$0 00
2015	Caldwell County	\$77,330	\$554.76	\$554.76	\$0.00	\$0 00	\$0 00	\$0 00
2015	Lockhart ISD	\$77,330	\$1028.87	\$1028.87	\$0.00	\$0 00	\$0 00	\$0 00
	2015 TOTAL:		\$1661.04	\$1661.04	\$0.00	\$0.00	\$0.00	\$0.00
	GONZALEZ FRANCISCO C ZUNIGA & TOTAL:		\$8229.96	\$5830.44	\$2399.52	\$0.00	\$0.00	\$2399.52
2014	Lockhart ISD	\$77,330	\$1105.12	\$1105.12	\$0.00	\$0 00	\$0 00	\$0 00
2014	Farm to Market Road	\$77,330	\$0.08	\$0.08	\$0.00	\$0 00	\$0 00	\$0 00
2014	Caldwell County	\$77,330	\$533.96	\$533.96	\$0.00	\$0 00	\$0 00	\$0 00
2014	Caldwell-Hays ESD 1	\$77,330	\$77.33	\$77.33	\$0.00	\$0 00	\$0 00	\$0 00
	2014 TOTAL:		\$1716.49	\$1716.49	\$0.00	\$0.00	\$0.00	\$0.00
2013	Lockhart ISD	\$74,330	\$876.72	\$876.72	\$0.00	\$0 00	\$0 00	\$0 00
2013	Farm to Market Road	\$74,330	\$0.07	\$0.07	\$0.00	\$0 00	\$0 00	\$0 00
2013	Caldwell County	\$74,330	\$513.32	\$513.32	\$0.00	\$0 00	\$0 00	\$0 00
2013	Caldwell-Hays ESD 1	\$74,330	\$74.33	\$74.33	\$0.00	\$0 00	\$0 00	\$0 00
	2013 TOTAL:		\$1464.44	\$1464.44	\$0.00	\$0.00	\$0.00	\$0.00
2012	Caldwell-Hays ESD 1	\$61,960	\$61.96	\$61.96	\$0.00	\$0 00	\$0 00	\$0 00
2012	Lockhart ISD	\$61,960	\$735.34	\$735.34	\$0.00	\$0 00	\$0 00	\$0 00
2012	Farm to Market Road	\$61,960	\$0.06	\$0.06	\$0.00	\$0 00	\$0 00	\$0 00
2012	Caldwell County	\$61,960	\$427.96	\$427.96	\$0.00	\$0 00	\$0 00	\$0 00
	2012 TOTAL:		\$1225.32	\$1225.32	\$0.00	\$0.00	\$0.00	\$0.00
2011	Caldwell-Hays ESD 1	\$59,000	\$59.00	\$59.00	\$0.00	\$0 00	\$0 00	\$0 00
2011	Lockhart ISD	\$59,000	\$701.04	\$701.04	\$0.00	\$0 00	\$0 00	\$0 00
2011	Farm to Market Road	\$59,000	\$0.06	\$0.06	\$0.00	\$0 00	\$0 00	\$0 00
2011	Caldwell County	\$59,000	\$407.58	\$407.58	\$0.00	\$0 00	\$0 00	\$0 00
	2011 TOTAL:		\$1167.68	\$1167.68	\$0.00	\$0.00	\$0.00	\$0.00
2010	Lockhart ISD	\$54,620	\$652.60	\$652.60	\$0.00	\$0 00	\$0 00	\$0 00
2010	Farm to Market Road	\$54,620	\$0.05	\$0.05	\$0.00	\$0 00	\$0 00	\$0 00
2010	Caldwell County	\$54,620	\$377.37	\$377.37	\$0.00	\$0 00	\$0 00	\$0 00
2010	Caldwell-Hays ESD 1	\$54,620	\$54.62	\$54.62	\$0.00	\$0 00	\$0 00	\$0 00
	2010 TOTAL:		\$1084.64	\$1084.64	\$0.00	\$0.00	\$0.00	\$0.00
2009	Lockhart ISD	\$54,620	\$671.83	\$671.83	\$0.00	\$0 00	\$0 00	\$0 00
2009	Farm to Market Road	\$54,620	\$0.11	\$0.11	\$0.00	\$0 00	\$0 00	\$0 00
2009	Caldwell County	\$54,620	\$377.31	\$377.31	\$0.00	\$0 00	\$0 00	\$0 00
2009	Caldwell-Hays ESD 1	\$54,620	\$54.62	\$54.62	\$0.00	\$0 00	\$0 00	\$0 00
	2009 TOTAL:		\$1103.87	\$1103.87	\$0.00	\$0.00	\$0.00	\$0.00
2008	Caldwell-Hays ESD 1	\$53,020	\$53.02	\$53.02	\$0.00	\$0 00	\$0 00	\$0 00
2008	Lockhart ISD	\$53,020	\$648.17	\$648.17	\$0.00	\$0 00	\$0 00	\$0 00
2008	Farm to Market Road	\$53,020	\$0.16	\$0.16	\$0.00	\$0 00	\$0 00	\$0 00

2008	Caldwell County	\$53,020	\$366.20	\$366.20	\$0.00	\$0.00	\$0.00	\$0.00
	2008 TOTAL:		\$1067.55	\$1067.55	\$0.00	\$0.00	\$0.00	\$0.00
2007	Farm to Market Road	\$48,460	\$0.19	\$0.19	\$0.00	\$0.00	\$0.00	\$0.00
2007	Caldwell County	\$48,460	\$331.13	\$331.13	\$0.00	\$0.00	\$0.00	\$0.00
2007	Lockhart ISD	\$48,460	\$582.49	\$582.49	\$0.00	\$0.00	\$0.00	\$0.00
	2007 TOTAL:		\$913.81	\$913.81	\$0.00	\$0.00	\$0.00	\$0.00
2006	Farm to Market Road	\$48,460	\$0.24	\$0.24	\$0.00	\$0.00	\$0.00	\$0.00
2006	Caldwell County	\$48,460	\$311.69	\$311.69	\$0.00	\$0.00	\$0.00	\$0.00
2006	Lockhart ISD	\$48,460	\$746.28	\$746.28	\$0.00	\$0.00	\$0.00	\$0.00
	2006 TOTAL:		\$1058.21	\$1058.21	\$0.00	\$0.00	\$0.00	\$0.00
2005	Lockhart ISD	\$45,310	\$765.74	\$765.74	\$0.00	\$0.00	\$0.00	\$0.00
2005	Farm to Market Road	\$45,310	\$0.27	\$0.27	\$0.00	\$0.00	\$0.00	\$0.00
2005	Caldwell County	\$45,310	\$285.04	\$285.04	\$0.00	\$0.00	\$0.00	\$0.00
	2005 TOTAL:		\$1051.05	\$1051.05	\$0.00	\$0.00	\$0.00	\$0.00
2004	Lockhart ISD	\$39,400	\$625.94	\$625.94	\$0.00	\$0.00	\$0.00	\$0.00
2004	Farm to Market Road	\$39,400	\$0.28	\$0.28	\$0.00	\$0.00	\$0.00	\$0.00
2004	Caldwell County	\$39,400	\$235.81	\$235.81	\$0.00	\$0.00	\$0.00	\$0.00
	2004 TOTAL:		\$862.03	\$862.03	\$0.00	\$0.00	\$0.00	\$0.00
2003	Lockhart ISD	\$43,000	\$630.12	\$630.12	\$0.00	\$0.00	\$0.00	\$0.00
2003	Farm to Market Road	\$43,000	\$0.34	\$0.34	\$0.00	\$0.00	\$0.00	\$0.00
2003	Caldwell County	\$43,000	\$243.64	\$243.64	\$0.00	\$0.00	\$0.00	\$0.00
	2003 TOTAL:		\$874.10	\$874.10	\$0.00	\$0.00	\$0.00	\$0.00
2002	Lockhart ISD	\$43,000	\$618.81	\$618.81	\$0.00	\$0.00	\$0.00	\$0.00
2002	Caldwell County	\$43,000	\$232.20	\$232.20	\$0.00	\$0.00	\$0.00	\$0.00
2002	Farm to Market Road	\$43,000	\$0.39	\$0.39	\$0.00	\$0.00	\$0.00	\$0.00
	2002 TOTAL:		\$851.40	\$851.40	\$0.00	\$0.00	\$0.00	\$0.00
	ROSALES RAMIRO TOTAL:		\$14440.59	\$14440.59	\$0.00	\$0.00	\$0.00	\$0.00
	GRAND TOTAL (ALL OWNERS):		\$22670.55	\$20271.03	\$2399.52	\$0.00	\$0.00	\$2399.52

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



21.27
Remainder of

Buchanan,
Dempsey, LI
580/270 ac
334/251 ac

Donald Dempsey et al
335/272 ac
4.45 ac

Lot 10

Leonel Patton
472/246 ac
346/358 ac
346/358 ac
10.00 ac

55406

12999
13002
13013
13014

13000
13001
13003
13004

13005
13006
13007

13008
13009
13010
13011

13012
13015
13016
13017

11467
11306

10581
103721
10580

10583
10582
10579

45291
103721
103305

10583
10582
10579

37564
37567
1200

61082
79100
10577

10578
10579
10580

35854
39079
39078

10590
10640

10650
10607

82765
87018

87020
36682

39048
37566

37565

10578

10577

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10590

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36682

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37565

10578

10577

10590

26. **Discussion/Action** regarding the renewal of the lease of 9675 State Highway 142 in Maxwell for Precinct 3 Justice. **Cost: TBD; Speaker: Judge Schawe; Backup: 2.**

COUNTY OF CALDWELL

§
§
§

STATE OF TEXAS

LEASE RENEWAL AGREEMENT

This lease renewal agreement entered into effect December 1, 2018, by and between Wilma Loy Simon, P. O. Box 34, Martindale, Texas, 78655 (the "Lessor") and Caldwell County, Texas, a governmental entity (the "County" or the "Lessee") provides as follows, to-wit:

WHEREAS, the Lessor and the County on October 10, 2008 previously entered into a lease agreement in which the County leased from the Lessor certain premises described in that lease agreement, which is incorporated by reference and attached hereto as **EXHIBIT 1**;

WHEREAS, the Lessor and the County entered into effect a Lease Renewal Agreement on October 1, 2013.

WHEREAS the above mentioned Lease Renewal Agreement has been extended and ends on November 30, 2018;

WHEREAS, the Lessor and the County desire to extend the above mentioned Lease Agreement:

THEREFORE THE PARTIES AGREE AS FOLLOWS:


1. **Lease Agreement Renewal.** The Lessor and the County hereby agree to renew the above mentioned lease agreement attached as **Exhibit 1**, incorporating the same terms, covenants, and conditions as provided therein, except as follows:
2. **Term of Lease.** The term of this lease renewal shall be for a period of **Thirty-Six (36)** months, commencing on December 1, 2018 and ending on November 30, 2021, irrespective of the date of execution of this renewal.
3. **Monthly Rent.** The County will pay the Lessor a monthly rent during the term of this lease in the amount of **Fourteen Hundred and no/100 Dollars (\$1400.00)** per month, payable on the first day of each month during the term of this lease, with payments to be made by personal delivery or by U.S. mail to Lessor at the following address: Mrs. Wilma Loy Simon, P. O. Box 34, Martindale, Texas, 78655.
4. **Payments.** LESSEE shall pay, in addition to monthly rentals, the following expenses regarding the lease of the premises: electricity and telephone expense, janitorial services, pest control, burglary alarm system, liability insurance expense, with coverage limits of at least \$1,000,000;

contents insurance expense; and interior improvement expense incurred after the commencement of the initial term of this Lease which is not herein assigned to LESSOR.

Executed this the _____ day of November, 2018.

LESSOR:

Mrs. Wilma Loy Simon
Property Owner

BY: 
Mrs. Wilma Loy Simon
Property Owner

LESSEE:

Caldwell County, Texas
A Government Entity

BY: _____
Ken Schawe
Caldwell County Judge

27. Adjournment.

As authorized by Chapter 551 of the Texas Government Code, the Commissioners Court of Caldwell County, Texas reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any of the matters listed above. The Court may adjourn for matters that may relate to Texas Government Code Section 551.071(1) (Consultation with Attorney about pending or contemplated litigation or settlement offers); Texas Government Code Section 551.071(2) (Consultation with Attorney when the attorney's obligations under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas conflicts with Chapter 551 of the Texas Government Code); Texas Government Code Section 551.072 (Deliberations about Real Property); Texas Government Code Section 551.073 (Deliberations about Gifts and Donations); Texas Government Code Section 551.074 (Personnel Matters); Texas Government Code Section 551.0745 (Deliberations about a County Advisory Body); Texas Government Code Section 551.076 (Deliberations about Security Devices); and Texas Government Code Section 551.087 (Economic Development Negotiations). In the event that the Court adjourns into Executive Session, the Court will announce under what section of the Texas Government Code the Commissioners Court is using as its authority to enter into an Executive Session. The meeting facility is wheelchair accessible and accessible parking spaces are available. Request for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the County Judge's office at 512-398-1808 for further information. www.co.caldwell.tx.us