
COMMISSIONERS COURT AGENDA

JUNE 11, 2018

Commissioners Court – June 11, 2018

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



FILED this 7th day of June 20, 18
4:20 P M
CAROL HOLCOMB
COUNTY CLERK, CALDWELL COUNTY, TEXAS
By Maricela Schenker Deputy

Notice is hereby given that an open meeting of the Caldwell County Commissioners Court will be held on the 11th day of June, 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 \$372,752.85.**
2. **Ratify re-occurring County payments in the amount of:**
 - A. **\$ 299,044.96 (Payroll for 05/16/2018 - 05/31/2018)**
 - B. **\$ 88,026.30 (Payroll Tax for 05/16/2018 – 05/31/2018)**
 - C. **\$ 31,720.54 (Utilities)**
 - D. **\$ 187,130.30 (Department of Motor Vehicle Fees)**
 - E. **\$ 238,817.97 (Texas Motor Vehicle Sales/Use Tax and Surcharge)**
 - F. **\$ 17,693.31(Texas Motor Vehicle Registration Surcharge/Title Application Fees)**
 - G. **\$ 1,856.67 (Texas Boat and Boat Motor Sales and Use Tax Report)**

3. **Accept 2018-2019 Proposed Budget for the Asset Forfeiture Fund for the Caldwell County District Attorney's Office.**
4. **Accept the Proposed 2019 Appraisal District and Collection Budgets submitted by the Caldwell County Appraisal District.**
5. **Accept the 2017 US Form 990, Return of Organization Exempt from Income Tax, for Delhi Volunteer Fire Department for the tax year ending December 31, 2017.**
6. **Accept ESD financial reporting from Emergency Services District No. 3 (ESD #3) for Fiscal Year Ending September 30, 2017.**

AGENDA ACTION ITEMS

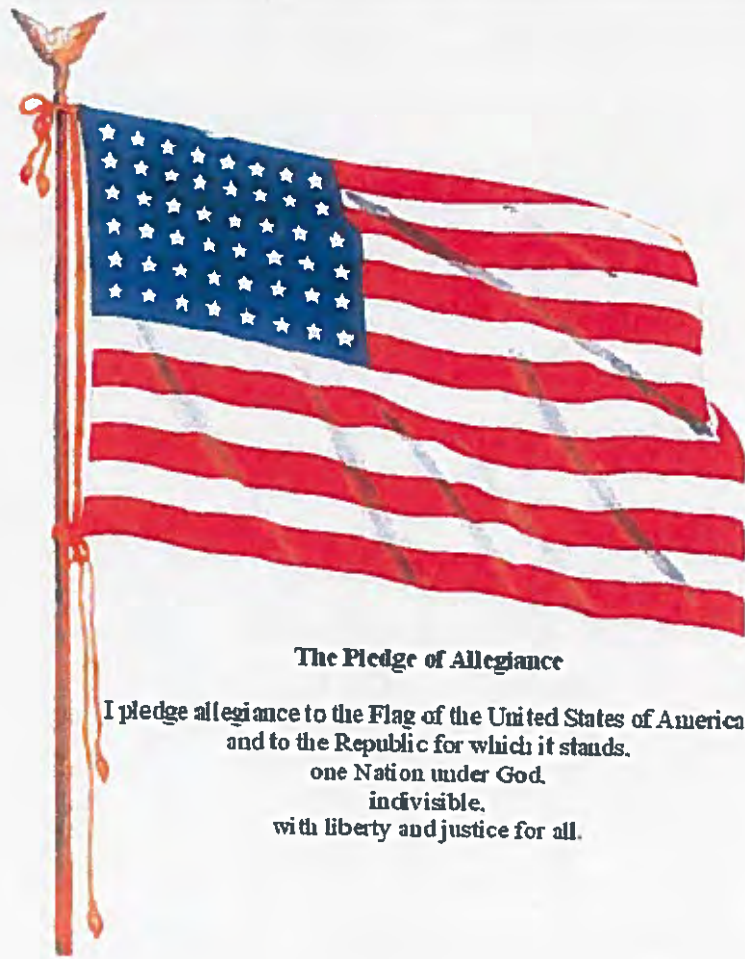
7. **Discussion/Action regarding the burn ban. Cost: None; Speaker: Judge Schawe/Martin Ritchey; Backup: 4.**
8. **Discussion/Action to consider adopting an order to regulate certain fireworks in the unincorporated areas of the county during the Fourth of July Fireworks period. Cost: None; Speaker: Judge Schawe/Martin Ritchey; Backup: 2.**
9. **Discussion/Action to consider renewing a license agreement with Camp Gladiator for use of the Caldwell County Justice Center parking lot. Cost: None; Speaker: Commissioner Wright; Backup: 4.**
10. **Discussion/Action to execute the renewal of the Central Texas Alternative Dispute Resolution Services Agreement. Cost: None; Speaker: Judge Schawe; Backup: 5.**
11. **Discussion/Action to consider borrowing funds to meet needs of the County. Cost: TBD; Speaker: Judge Schawe/Barbara Gonzales; Backup: 9.**
12. **Discussion/Action regarding County IT Department and hiring IT consultant to review and discuss various needs of the County. Cost: None; Speaker: Judge Schawe; Backup: None.**
13. **Discussion/Action to designate the Purchasing Agent to report to Commissioners Court. Cost: None; Speaker: Judge Schawe; Backup: None.**

Commissioners Court Agenda for June 11, 2018

14. **Discussion/Action** authorizing the County Judge to execute the Feral Hog Program Professional Services Agreement with Texas State Meadows Center for Water and Environment and authorizing the County Judge to execute the Interlocal Agreement by and between Caldwell County and Texas A&M AgriLife Extension Service for the Feral Hog Abatement Program. **Cost: None; Speaker: Judge Schawe/Nick Dornak; Backup: 19.**
15. **Discussion/Action** authorizing the County Judge to execute the Caldwell County Justice Center Low Impact Development Education Professional Services Agreement with Texas State Meadows Center for Water and the Environment. **Cost: None; Speaker: Judge Schawe/Jacque Thomas/Nick Dornak; Backup: 7.**
16. **Discussion/Action** to execute the Department of State Health Services Vital Statistics Section Remote Birth Access contract and HHS Enterprise Data Use Agreement. **Cost: None; Speaker: Judge Schawe; Backup: 34.**
17. **Discussion/Action** regarding the Caldwell County Texas Capital Funds Committee's selection of a Grant Administrator for the Texas Capital Fund (TCF) grant program. **Cost: TBD; Speaker: Commissioner Theriot/Jacque Thomas; Backup: 1.**
18. **Discussion/Action** regarding process for County acceptance of ownership and maintenance on Greenhouse (private) Road. **Cost: TBD; Speaker: Commissioner Theriot; Backup: None.**
19. **EXECUTIVE SESSION** pursuant to Sections 551.071 and 551.087 of the Texas Government Code: consultation with counsel and deliberation regarding economic development negotiations associated with Economic Development Administration (EDA) Grant Projects. Possible action may follow in open court. **Cost: TBD; Speaker: Commissioner Theriot/Mike Kamerlander; Backup: None.**
20. **Discussion/Action** to authorize the County Judge to submit Economic Development Administration (EDA) Grants related to economic development. **Cost: TBD; Speaker: Commissioner Theriot; Backup: None.**
21. **Adjournment.**

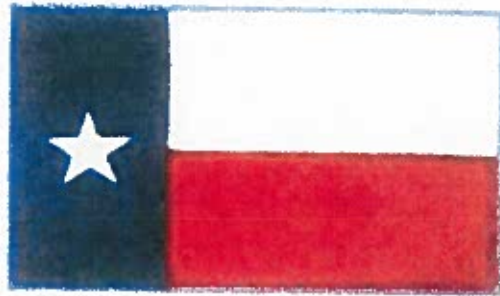
As authorized by Chapter 551 of the Texas Government Code, the Commissioners Court of Caldwell County, Texas reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any of the matters listed above. The Court may adjourn for matters that may relate 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

Pledge of Allegiance to the Flag.



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

Pledge to the Texas Flag



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Announcements:

Items or comments from Court Members or Staff

Citizens' Comments:

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CONSENT AGENDA.

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

- 1. Approve payment of County invoices in the amount of \$ 372,752.85.**



Caldwell County, TX

Expense Approval Register

Packet: APPKT02557 - 6/11/18 A/P RUN

Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
Fund: 001 - GENERAL FUND					
FLEETCOR TECHNOLOGIES, I	NP53352279	CCAD - FUEL USAGE 4/3018	DUE FROM C C A D	001-1260	78.72
NET DATA	52018	MAY 2018	I TICKETS - NET DATA (neede	001-1281	1,480.00
GRAVES, HUMPHRIES, STAHL	52018	COLLECTIONS FOR MAY 201	DUE TO GRAVES, HUMPHRIE	001-2835	8,586.26
					10,144.98
Department : 2140 - TAX ASSESSOR - COLLECTOR					
CALDWELL COUNTY APPRAIS	53118	CUST ID: XGCA COLLECT 20	PROFESSIONAL SERVICES	001-2140-4110	25,233.72
CALDWELL COUNTY APPRAIS	5312018	CUST ID: GCA 2018 QTR-3	PROFESSIONAL SERVICES	001-2140-4110	89,779.75
DARLA LAW	5312018	MILEAGE FOR 5/1 - 31/18	TRANSPORTATION	001-2140-4260	203.83
					Department 2140 - TAX ASSESSOR - COLLECTOR Total: 115,217.30
Department : 3200 - DISTRICT ATTORNEY					
FLEETCOR TECHNOLOGIES, I	NP53352279	DA - FUEL USAGE 4/3018-5/	TRANSPORTATION	001-3200-4260	153.93
					Department 3200 - DISTRICT ATTORNEY Total: 153.93
Department : 3220 - DISTRICT CLERK					
DEWITT POTHS & SON	538323-0	CUST # 12430 TAPE, CORREC	OFFICE SUPPLIES	001-3220-3110	118.69
					Department 3220 - DISTRICT CLERK Total: 118.69
Department : 3230 - DISTRICT JUDGE					
JANA CLIFT-WILLIAMS	17-FL-046 6	CAUSE # 17-FL-046 S.M.D.	ADULT - INDIGENT ATTORNE	001-3230-4160	84.00
JANA CLIFT-WILLIAMS	17-FL-184 1	CAUSE # 17-FL-184 M.M.	ADULT - INDIGENT ATTORNE	001-3230-4160	287.00
JANA CLIFT-WILLIAMS	17-FL-307 6	CAUSE # 17-FL-307 K.M.H. /	ADULT - INDIGENT ATTORNE	001-3230-4160	112.00
JANA CLIFT-WILLIAMS	17-FL-458 2	CAUSE # 17-FL-458 M.M.	ADULT - INDIGENT ATTORNE	001-3230-4160	133.00
JUDITH BOHR	18-FL-081 1	CAUSE # 18-FL-081 C.C.	ADULT - INDIGENT ATTORNE	001-3230-4160	463.40
THE LAW OFFICES OF CARRIE	18-FL-118 2	CAUSE # 18-FL-118 B.B.S.B.	ADULT - INDIGENT ATTORNE	001-3230-4160	434.00
JANA CLIFT-WILLIAMS	18-FL-163	CAUSE # 18-FL-163 M.A. / R.	ADULT - INDIGENT ATTORNE	001-3230-4160	119.00
ROBIN BRAME	5312018	DAY IN COURT 5/31/18 DOC	TRANSPORTATION	001-3230-4260	41.42
					Department 3230 - DISTRICT JUDGE Total: 1,673.82
Department : 3240 - COUNTY COURT LAW					
HOLLIS BURKLUND	17-J-2659	CAUSE # 17-J-2659 / 18-J-26	JUVENILE - INDIGENT ATTOR	001-3240-4180	3,000.00
COLIN WISE	2671-18CC	CAUSE # 2671-18CC S.P.	JUVENILE - INDIGENT ATTOR	001-3240-4180	275.00
THE LAW OFFICE OF TREY HI	2678-18CC	CAUSE # 2678-18CC P.D.M.	JUVENILE - INDIGENT ATTOR	001-3240-4180	300.00
DAN MCCORMACK	2681-18CC	CAUSE # 2681-18CC R.D.W.	JUVENILE - INDIGENT ATTOR	001-3240-4180	500.00
DAN MCCORMACK	2683-18CC	CAUSE # 2683-18CC V.V.	JUVENILE - INDIGENT ATTOR	001-3240-4180	300.00
AISHA WHITE-THOMPSON, C	14-672	CAUSE # 46530 DEWARD CU	ADULT - ATTY LITIGATION EX	001-3240-4080	464.50
					Department 3240 - COUNTY COURT LAW Total: 4,839.50
Department : 4300 - COUNTY SHERIFF					
OFFICE DEPOT	132756240001	ACCT # 43682634 DIVIDER, I	OPERATING SUPPLIES	001-4300-3130	65.03
OFFICE DEPOT	132750453001	ACCT # 43682634 DIVIDER, I	OPERATING SUPPLIES	001-4300-3130	84.93
DEWITT POTHS & SON	537239-0	CUST # 12430 SPOTPAPER	OPERATING SUPPLIES	001-4300-3130	208.50
OFFICE DEPOT	138779086001	ACCT # 43682634 MARKER,	OPERATING SUPPLIES	001-4300-3130	51.60
CALDWELL COUNTRY FORD	JKD11085	2018 FORD F-150 VIN # 1FTE	MACHINERY AND EQUIPME	001-4300-5310	42,796.00
SPRINT	122236591-110	ACCT # 122236591 4/17 - 5/	TELEPHONE	001-4300-4420	37.99
DEWITT POTHS & SON	538655-0	CUST # 12430 SPOTPAPER	OPERATING SUPPLIES	001-4300-3130	208.50
CARD SERVICE CENTER	62018	ENDING WITH # 0057	TRAINING	001-4300-4810	3,102.70
FLEETCOR TECHNOLOGIES, I	NP53352279	CCSO - FUEL USAGE 4/3018-	TRANSPORTATION	001-4300-4260	8,476.57
BRIAN BARRINGTON	700446	CATCH 2 COWS ON CAT BRA	OPERATING SUPPLIES	001-4300-3130	500.00
CHIEF SUPPLY CORPORATIO	2454	ACCT # 217513 CLASSIC 6" S	River Patrol Equipment & Un	001-4300-4970	337.02
CAPITAL AREA COUNCIL OF	2018RTA 869	INTERACTING W/DRIVERS W	TRAINING	001-4300-4810	72.00
					Department 4300 - COUNTY SHERIFF Total: 55,940.84
Department : 4310 - COUNTY JAIL					
GT DISTRIBUTORS, INC.	INV0657111	CUST # 000297 PEERLESS -	OPERATING SUPPLIES	001-4310-3130	308.39
FERRIS JOSEPH PRODUCE, IN	104196	BANANAS EA	FOOD SUPPLIES	001-4310-3100	56.80
FARMER BROTHERS. CO.	67961750	ACCT # 6302473 ICE TEA / C	FOOD SUPPLIES	001-4310-3100	541.00

Expense Approval Register

Packet: APPKT02557 - 6/11/18 A/P RUN

Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
PFG-TEMPLE	9144720	CUST # 435577 DRY GROCE	FOOD SUPPLIES	001-4310-3100	701.32
FERRIS JOSEPH PRODUCE, IN	104202	PINK LADY 138 CT	OPERATING SUPPLIES	001-4310-3130	374.20
SYSCO CENTRAL TEXAS, INC	213482551	CUST # 043430 DAIRY / MEA	FOOD SUPPLIES	001-4310-3100	2,420.79
UNIFIRST CORPORATION	822 2077144	CUST # 222727 RTE # F6140	OPERATING SUPPLIES	001-4310-3130	59.30
FERRIS JOSEPH PRODUCE, IN	104249	BANANAS EA	FOOD SUPPLIES	001-4310-3100	155.80
FERRIS JOSEPH PRODUCE, IN	104259	BANANAS EA	FOOD SUPPLIES	001-4310-3100	128.30
PFG-TEMPLE	9147904	CUST # 435577 DRY GROCE	FOOD SUPPLIES	001-4310-3100	710.94
FLOWERS BAKING CO. OF SA	1038386437	CUST # 0040078309 MIC 20	FOOD SUPPLIES	001-4310-3100	318.24
FERRIS JOSEPH PRODUCE, IN	104269	POTATOES 5/10 LB BAGGED	FOOD SUPPLIES	001-4310-3100	29.00
SYSCO CENTRAL TEXAS, INC	213495315	CUST # 043430 DAIRY / MEA	FOOD SUPPLIES	001-4310-3100	2,326.09
FERRIS JOSEPH PRODUCE, IN	104297	BANANAS EA	FOOD SUPPLIES	001-4310-3100	131.55
PFG-TEMPLE	9152057	CUST # 435577 DRY GROCE	FOOD SUPPLIES	001-4310-3100	574.53
FERRIS JOSEPH PRODUCE, IN	104306	ICEBERG 24 CT	FOOD SUPPLIES	001-4310-3100	295.20
SYSCO CENTRAL TEXAS, INC	513501558	CUST # 043430 DAIRY / MEA	FOOD SUPPLIES	001-4310-3100	2,658.57
FERRIS JOSEPH PRODUCE, IN	104350	25 LB X 5X5 TOMATOES XLG	FOOD SUPPLIES	001-4310-3100	151.50
FERRIS JOSEPH PRODUCE, IN	104358	BANANAS	FOOD SUPPLIES	001-4310-3100	144.80
PFG-TEMPLE	9155218	CUST # 435577 DRY GROCE	FOOD SUPPLIES	001-4310-3100	572.62
FLOWERS BAKING CO. OF SA	1038386564	CUST # 0040078309 MIC 20	FOOD SUPPLIES	001-4310-3100	318.24
FERRIS JOSEPH PRODUCE, IN	104369	FUJI APPLES 138 CT	FOOD SUPPLIES	001-4310-3100	47.00
FERRIS JOSEPH PRODUCE, IN	104380	BANANAS EA	FOOD SUPPLIES	001-4310-3100	52.30
SYSCO CENTRAL TEXAS, INC	213514049	CUST # 043430 CHEMICAL /	OPERATING SUPPLIES	001-4310-3130	165.48
SYSCO CENTRAL TEXAS, INC	213514050	CUST # 043430 DAIRY / MEA	FOOD SUPPLIES	001-4310-3100	2,555.00
M.B. HAMMO ENTERPRISES,	5032	TOILET PAPER REGULAR / RO	OPERATING SUPPLIES	001-4310-3130	512.93
FERRIS JOSEPH PRODUCE, IN	104395	RED CABBAGE LB	FOOD SUPPLIES	001-4310-3100	92.80
FARMER BROTHERS. CO.	68000729	ACCT # 6302473 ICETEA / C	FOOD SUPPLIES	001-4310-3100	511.00
PFG-TEMPLE	9159520	CUST # 435577 DRY GROCE	FOOD SUPPLIES	001-4310-3100	838.54
PFG-TEMPLE	9159520	CUST # 435577 DRY GROCE	FOOD SUPPLIES	001-4310-3100	-35.62
FERRIS JOSEPH PRODUCE, IN	104405	ICEBERG 24 CT	FOOD SUPPLIES	001-4310-3100	340.50
SYSCO CENTRAL TEXAS, INC	213520155	CUST # 043430 DAIRY / MEA	FOOD SUPPLIES	001-4310-3100	2,638.96
SYSCO CENTRAL TEXAS, INC	213520156	CUST # 043430 CAN & DRY	FOOD SUPPLIES	001-4310-3100	11.45
CARD SERVICE CENTER	62018	ENDING WITH # 0057	OPERATING SUPPLIES	001-4310-3130	301.56
CARD SERVICE CENTER	62018	ENDING WITH # 0057	OPERATING SUPPLIES	001-4310-3130	310.56
UNIFIRST CORPORATION	822 2081643	CUST # 222727 RTE # F6140	OPERATING SUPPLIES	001-4310-3130	59.30
FERRIS JOSEPH PRODUCE, IN	104442	BANANAS EA	FOOD SUPPLIES	001-4310-3100	153.80
PFG-TEMPLE	9162623	CUST # 435577 DRY GROCE	FOOD SUPPLIES	001-4310-3100	797.81
FLEETCOR TECHNOLOGIES, I	NP53352279	JAIL - FUEL USAGE 4/3018-5/	TRANSPORTATION	001-4310-4260	1,265.42
FLOWERS BAKING CO. OF SA	1038386687	CUST # 0040078309 MIC 20	FOOD SUPPLIES	001-4310-3100	357.12
FERRIS JOSEPH PRODUCE, IN	104459	BANANAS EA	FOOD SUPPLIES	001-4310-3100	167.30
OFFICE DEPOT	134495471001	ACCT # 43682634 DRUM, M	OPERATING SUPPLIES	001-4310-3130	162.95
FLOWERS BAKING CO. OF SA	103838630	CUST # 0040078309 MIC 20	FOOD SUPPLIES	001-4310-3100	318.24
FERRIS JOSEPH PRODUCE, IN	104163	50 LB JUMBO YELLOW ONIO	FOOD SUPPLIES	001-4310-3100	38.00
ANITA ROSE MANCINI-MICH	126	EVALUATION L-3 - LOWE, BI	EMPLOYEE PHYSICALS	001-4310-4135	175.00
SYSCO CENTRAL TEXAS, INC	213476118	CUST # 043430 CHEMICAL &	OPERATING SUPPLIES	001-4310-3130	298.70
SYSCO CENTRAL TEXAS, INC	213476119	CUST # 043430 DAIRY / MEA	FOOD SUPPLIES	001-4310-3100	3,048.75
M.B. HAMMO ENTERPRISES,	4951	TOILET PAPER REGULAR / RO	OPERATING SUPPLIES	001-4310-3130	784.05
MARK'S PLUMBING PARTS	INV001708462	CUST ID: 278898 CHICAGO	REPAIRS & MAINTENANCE	001-4310-4510	289.71

Department 4310 - COUNTY JAIL Total: 29,235.92

Department : 4321 - CONSTABLES - PCT 1

FLEETCOR TECHNOLOGIES, I	NP53352279	CONST 1 - FUEL USAGE 4/30	TRANSPORTATION	001-4321-4260	425.64
RYAN JAMES SANDERS	032312	LIGHT INSTALL	MACHINERY AND EQUIPME	001-4321-5310	350.00

Department 4321 - CONSTABLES - PCT 1 Total: 775.64

Department : 4322 - CONSTABLES - PCT 2

FLEETCOR TECHNOLOGIES, I	NP53352279	CONST 2 - FUEL USAGE 4/30	TRANSPORTATION	001-4322-4260	149.51
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Department 4322 - CONSTABLES - PCT 2 Total: 149.51

Department : 4323 - CONSTABLES - PCT 3

FLEETCOR TECHNOLOGIES, I	NP53352279	CONST 3 - FUEL USAGE 4/30	TRANSPORTATION	001-4323-4260	601.80
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Department 4323 - CONSTABLES - PCT 3 Total: 601.80

Department : 4324 - CONSTABLES - PCT 4

CARD SERVICE CENTER	62018	ENDING WITH # 0057	OFFICE SUPPLIES	001-4324-3110	35.30
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Expense Approval Register

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Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
FLEETCOR TECHNOLOGIES, I	NP53352279	CONST 4 - FUEL USAGE 4/30	TRANSPORTATION	001-4324-4260	417.12
				Department 4324 - CONSTABLES - PCT 4 Total:	452.42
Department : 4325 - HIGHWAY PATROL					
APPLIED CONCEPTS, INC.	328583	COUNTING UNIT	RENTALS	001-4325-4610	287.50
				Department 4325 - HIGHWAY PATROL Total:	287.50
Department : 6510 - NON-DEPARTMENTAL					
O'BANNON FUNERAL HOME	42918	JOHN JOSEPH GRIGAR III DO	AUTOPSY	001-6510-4123	550.00
DENTON NAVARRO ROCHA	23833	DNRB & Z ACCT # 25241 LEG	PROFESSIONAL SERVICES	001-6510-4110	2,575.00
CALDWELL COUNTY TAX ASS	1085	TITLE CHANGE FOR VIN 1085	MISCELLANEOUS	001-6510-4850	16.75
XEROX CORPORATION	1175723	CONTRACT # 010-0063777-0	RENTALS	001-6510-4610	3,824.00
XEROX CORPORATION	1175723	CONTRACT # 010-0063777-0	RENTALS	001-6510-4610	56.11
RICHARD AVILA	52018	STAR FUNK HOUSE DOS: 5/	AUTOPSY	001-6510-4123	300.00
				Department 6510 - NON-DEPARTMENTAL Total:	7,321.86
Department : 6520 - BUILDING MAINTENANCE					
JOHN DEERE FINANCIAL	1805-102788	ACCT # 1-99 WELD - I/M 1/4	BUILDING MAINTENANCE-LO	001-6520-3600	8.68
LOCKHART - TRUE VALUE	23534/1	HEX KEY	L.W.SCOTT ANNEX-LOCKHAR	001-6520-3540	58.60
LOCKHART - TRUE VALUE	23559/1	BALL VALVE, HOLE STRAP, SX	BUILDING MAINTENANCE-LO	001-6520-3600	42.87
LOCKHART - TRUE VALUE	23591/1	FORG BYPASS PRUNER	REPAIRS & MAINTENANCE	001-6520-4510	20.99
SMITH SUPPLY CO.- LOCKHA	770514	DRIP SOAKER, INLINE DRIPPE	JUDICIAL CENTER-LOCKHART	001-6520-3550	30.45
UNIFIRST CORPORATION	822 2077553	CUST # 222727 RTE # F2900	LULING ANNEX	001-6520-3510	42.85
CINTAS CORPORATION #86	086737392	BUILDING MAINT UNIFORMS	UNIFORMS	001-6520-3140	55.68
LOCKHART - TRUE VALUE	23616/1	PVC CUTTING TOOL, ELBOW,	CALDWELL CO. COURTHOUS	001-6520-5120	22.73
LOCKHART - TRUE VALUE	23618/1	STEPLADDER, LED STR LIGHT,	REPAIRS & MAINTENANCE	001-6520-4510	222.59
LOCKHART - TRUE VALUE	23619/1	WHT 90DEG 5x5 EIL, WHT 5x5	CALDWELL CO. COURTHOUS	001-6520-5120	8.30
LOCKHART - TRUE VALUE	23634/1	V116 4X43/4 T PLATES, SCE	BUILDING MAINTENANCE-LO	001-6520-3600	83.53
UNIFIRST CORPORATION	822 2078821	CUST # 222727 RTE # G420	JP3 SIMON BUILDING-MAXW	001-6520-3500	39.05
AG-PRO COMPANIES	P18573	BLADE, TRAY	MACHINERY AND EQUIPME	001-6520-5310	89.40
CENTURY A/C SUPPLY	9285675	R-410A 25LB REFRIGERANT,	REPAIRS & MAINTENANCE	001-6520-4510	291.99
LOCKHART - TRUE VALUE	23675/1	2WY CONNECTOR, RUBB HO	JUDICIAL CENTER-LOCKHART	001-6520-3550	94.74
LOCKHART - TRUE VALUE	23679/1	4" FLT CORNER IRON, SCRE	REPAIRS & MAINTENANCE	001-6520-4510	8.19
CINTAS CORPORATION #86	086728205	UNIFORMS	UNIFORMS	001-6520-3140	48.35
DANIELLE M. PETROSKY	52018	MILEAGE FOR 4/23 - 5/9/18	TRANSPORTATION	001-6520-4260	75.87
LOCKHART - TRUE VALUE	23701/1	8X8X16 REGULAR BLOCK, YE	MARKET ST. ANNEX-LOCKHA	001-6520-3530	26.35
SMITH SUPPLY CO.- LOCKHA	771411	BLICK 8X8X16 HEAVY, 2 HOL	MARKET ST. ANNEX-LOCKHA	001-6520-3530	10.80
UNIFIRST CORPORATION	822 2079823	CUST # 222727 RTE F2900 P	LULING ANNEX	001-6520-3510	42.85
LOCKHART - TRUE VALUE	CM0000563	8X8X16 REGULAR BLOCK - C	MARKET ST. ANNEX-LOCKHA	001-6520-3530	-13.93
LOCKHART - TRUE VALUE	23724/1	ACRY CANOP DIVERTHANDL	REPAIRS & MAINTENANCE	001-6520-4510	6.95
LOCKHART - TRUE VALUE	23739/1	NYL GDN HOSE, TOUNGE &	REPAIRS & MAINTENANCE	001-6520-4510	80.97
SMITH SUPPLY CO.- LOCKHA	771637	GELL CELL 12V 7AMP	REPAIRS & MAINTENANCE	001-6520-4510	67.80
SMITH SUPPLY CO.- LOCKHA	771643	12 VOLT BATTERY	CALDWELL CO. COURTHOUS	001-6520-5120	66.65
SMITH SUPPLY CO.- LOCKHA	771669	CROSS PVC, BUSING PVC, BA	BUILDING MAINTENANCE-LO	001-6520-3600	40.15
SMITH SUPPLY CO.- LOCKHA	771694	VINYL TUBING, HOSE, PVC NI	BUILDING MAINTENANCE-LO	001-6520-3600	24.00
SMITH SUPPLY CO.- LOCKHA	771717	ELL PVC, EXPND COMP COUP	BUILDING MAINTENANCE-LO	001-6520-3600	6.40
LOCKHART - TRUE VALUE	23755/1	BPCHR LEV FAUCET/POP UP	L.W.SCOTT ANNEX-LOCKHAR	001-6520-3540	59.95
LOCKHART - TRUE VALUE	23761/1	GDN HOSE, SOLV CEMENT, P	CALDWELL CO. COURTHOUS	001-6520-5120	75.41
SMITH SUPPLY CO.- LOCKHA	771782	BIFEN I/T 4OZ	REPAIRS & MAINTENANCE	001-6520-4510	15.95
SMITH SUPPLY CO.- LOCKHA	CM0000564	12 VOLT BATTERY, REF INV	CALDWELL CO. COURTHOUS	001-6520-5120	-66.65
CARD SERVICE CENTER	62018	ENDING WITH # 0057	JUDICIAL CENTER-LOCKHART	001-6520-3550	135.68
UNIFIRST CORPORATION	822 2081711	CUST # 222727 RTE # F6110	CALDWELL CO. COURTHOUS	001-6520-5120	217.45
UNIFIRST CORPORATION	822 2082049	CUST # 222727 RTE # F2900	LULING ANNEX	001-6520-3510	42.85
FLEETCOR TECHNOLOGIES, I	NP53352279	MAINT - FUEL USAGE 4/3018	TRANSPORTATION	001-6520-4260	454.95
ROBERT MADDEN, INC.	4286569	CUST # 2621 BORESCOPE	REPAIRS & MAINTENANCE	001-6520-4510	272.00
UNIFIRST CORPORATION	822 2083351	CUST # 222727 PRCT # 3	JP3 SIMON BUILDING-MAXW	001-6520-3500	39.05
LOCKHART - TRUE VALUE	23479/1	GE 2PK 32W K&b LGT BULB	L.W.SCOTT ANNEX-LOCKHAR	001-6520-3540	19.95
THYSSENKRUPP ELEVATOR	572018	CONTRACT # US33395 (C201	REPAIRS & MAINTENANCE	001-6520-4510	499.00
LOCKHART - TRUE VALUE	23498/1	AA BATTERY, FOIL TAPE, SxS	CALDWELL CO. COURTHOUS	001-6520-5120	30.90
CINTAS CORPORATION #86	086732513	UNIFORMS	UNIFORMS	001-6520-3140	55.60
LOCKHART - TRUE VALUE	23513/1	DRYER CORD, FLUSH OUTLET	BUILDING MAINTENANCE-LO	001-6520-3600	33.00
LOCKHART - TRUE VALUE	23523/1	ARO COUPLER, NPTM PLUG,	BUILDING MAINTENANCE-LO	001-6520-3600	25.70

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Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
SMITH SUPPLY CO.- LOCKHA	769956	BREAKER 30 AMP	BUILDING MAINTENANCE-LO	001-6520-3600	23.95
CENTRAL TEXAS REFUSE, INC	118338	ACCT # 020545 SITE: 9675	JP3 SIMON BUILDING-MAXW	001-6520-3500	100.40
UNIFIRST CORPORATION	822 2084002	CUST # 222727 RTE # F6110	CALDWELL CO. COURTHOUS	001-6520-5120	220.71
Department 6520 - BUILDING MAINTENANCE Total:					3,860.02
Department : 6550 - ELECTIONS					
ELECTION SYSTEMS & SOFT	1044640	ACCT # C04192 ELECTION R	Ballot Supplies	001-6550-3115	3,023.71
ELECTION SYSTEMS & SOFT	1044640	ACCT # C04192 ELECTION R	Ballot Supplies	001-6550-3115	-206.00
DEWITT POTHS & SON	538300-0	CUST # 12430 LGL CANARY Y	OFFICE SUPPLIES	001-6550-3110	139.50
Department 6550 - ELECTIONS Total:					2,957.21
Department : 6570 - VETERAN SERVICE OFFICER					
CARD SERVICE CENTER	62018	ENDING WITH # 0057	TRAINING	001-6570-4810	198.46
AL DOS SANTOS	52518	TRAINING WITH TVC IN SAN	TRAINING	001-6570-4810	191.45
AL DOS SANTOS	53018	TRAINING W/ TVC IN SAN A	TRAINING	001-6570-4810	106.21
Department 6570 - VETERAN SERVICE OFFICER Total:					496.12
Department : 6640 - CODE INVESTIGATOR					
FLEETCOR TECHNOLOGIES, I	NP53352279	CODE ENF. - FUEL USAGE 4/3	TRANSPORTATION	001-6640-4260	258.30
Department 6640 - CODE INVESTIGATOR Total:					258.30
Department : 6650 - EMERG MGMT / HOMELAND SEC					
O'REILLY AUTOMOTIVE, INC.	0642-205888	CUST # 188092 ALTERNATO	REPAIRS & MAINTENANCE	001-6650-4510	-495.70
FLEETCOR TECHNOLOGIES, I	NP53352279	EMG MGMT - FUEL USAGE 4	TRANSPORTATION	001-6650-4260	404.27
O'REILLY AUTOMOTIVE, INC.	0642-203821	CUST # 188092 ALTERNATO	REPAIRS & MAINTENANCE	001-6650-4510	432.82
O'REILLY AUTOMOTIVE, INC.	0642-204364	CUST # 188092 ALTERNATO	REPAIRS & MAINTENANCE	001-6650-4510	62.88
O'REILLY AUTOMOTIVE, INC.	0642-204457	CUST # 188092 PULLER	REPAIRS & MAINTENANCE	001-6650-4510	78.98
O'REILLY AUTOMOTIVE, INC.	0642-204490	CUST # 188092 PULLER	REPAIRS & MAINTENANCE	001-6650-4510	-78.98
O'REILLY AUTOMOTIVE, INC.	0642-204713 R	CUST # 188092 WARRANTY	REPAIRS & MAINTENANCE	001-6650-4510	-0.01
O'REILLY AUTOMOTIVE, INC.	0642-204713	CUST # 188092 ORGIN INV #	REPAIRS & MAINTENANCE	001-6650-4510	0.01
Department 6650 - EMERG MGMT / HOMELAND SEC Total:					404.27
Department : 7600 - ANIMAL CONTROL					
CITY OF LOCKHART	ASL 18-009	LEASE PAYMENT JUNE 2018	ANIMAL CONTROL EXPENSES	001-7600-4114	965.50
Department 7600 - ANIMAL CONTROL Total:					965.50
Department : 7610 - SANITATION DEPARTMENT					
FLEETCOR TECHNOLOGIES, I	NP53352279	SANITATION - FUEL USAGE 4	TRANSPORTATION	001-7610-4260	115.40
Department 7610 - SANITATION DEPARTMENT Total:					115.40
Department : 7620 - COUNTY WELFARE					
O'BANNON FUNERAL HOME	51018	MICHAEL WALKER, DOD: 5/1	INDIGENT FUNERAL	001-7620-4320	821.00
Department 7620 - COUNTY WELFARE Total:					821.00
Department : 8700 - COUNTY AGENT					
JULIE ZIMMERMAN	52418	STATE MEETING 5/21 -23/1	MILEAGE REIMB- ADH DEMO	001-8700-4251	97.30
JULIE ZIMMERMAN	52418	STATE MEETING 5/21 -23/1	TRANSPORTATION	001-8700-4260	97.30
JULIE ZIMMERMAN	52418	STATE MEETING 5/21 -23/1	TRAINING	001-8700-4810	51.00
JULIE ZIMMERMAN	52418	STATE MEETING 5/21 -23/1	TRAINING	001-8700-4810	50.00
FLEETCOR TECHNOLOGIES, I	NP53352279	EXT AGENT - FUEL USAGE 4/	TRANSPORTATION	001-8700-4260	134.60
ELSIE LACY	53018	AGENT MEETING 5/23/18	TRAINING	001-8700-4810	101.00
Department 8700 - COUNTY AGENT Total:					531.40
Fund 001 - GENERAL FUND Total:					237,322.90
Fund: 002 - UNIT ROAD FUND					
Department : 1101 - ADMINISTRATION					
HANSON EQUIPMENT	264453	O-RING FACE FEMALE, HOSE,	OPERATING SUPPLIES	002-1101-3130	101.40
HANSON EQUIPMENT	264460	SCREEN FUEL BOWL, CORSS	OPERATING SUPPLIES	002-1101-3130	123.30
SMITH SUPPLY CO.- LOCKHA	769019	CAR SCREW 5/16 X 3-1/4	OPERATING SUPPLIES	002-1101-3130	19.10
SCHMIDT & SONS, INC	0431031-IN	CUST # 05-CALDCO TEXAS L	FUEL	002-1101-3163	5,176.10
HANSON EQUIPMENT	264705	YOKE M6 1-3/4 20-SPL W/ZE	OPERATING SUPPLIES	002-1101-3130	176.60
HOFMANN'S SUPPLY	461397	CUST # 01734 75 ARG/25CO	RENTALS	002-1101-4610	348.30
LOCKHART - TRUE VALUE	235552 /1	CUST # 11239 1.88 X 54.6 Y	OPERATING SUPPLIES	002-1101-3130	75.90
LOCKHART - TRUE VALUE	23570 /1	CUST # 11239 12" 1/4" .043	OPERATING SUPPLIES	002-1101-3130	41.90
LOCKHART - TRUE VALUE	23571 /1	CUST # 11239 12" 1/4" .04	OPERATING SUPPLIES	002-1101-3130	-41.90
COLORADO MATERIALS, LTD.	250535	CUST # 1405 HOMANN ROA	AGGREGATE / GRAVEL	002-1101-3153	9,091.90

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Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
COLORADO MATERIALS, LTD.	250536	CUST # 1405 OLD KELLEY RO	AGGREGATE / GRAVEL	002-1101-3153	11,320.10
COLORADO MATERIALS, LTD.	250537	CUST # 1405 SPOKE HOLLO	AGGREGATE / GRAVEL	002-1101-3153	5,420.08
COLORADO MATERIALS, LTD.	250538	CUST # 1405 WILLIAMSON R	AGGREGATE / GRAVEL	002-1101-3153	9,156.72
SMITH SUPPLY CO.- LOCKHA	770575	18" X 30' METAL CULVERT 1	CULVERT PIPE	002-1101-3116	434.70
BRAUNTEX MATERIALS, INC.	93568	CMCL TYP, TYPE A/B	FLEX BASE MATERIALS	002-1101-3143	15,698.40
GLOSSERMAN AUTOMOTIVE	091673	CUST # 1010 32 PREMIUM B	LUBRICANTS	002-1101-3170	71.82
LOCKHART - TRUE VALUE	23601/1	LABOR, CLEANED GEAR HEA	OPERATING SUPPLIES	002-1101-3130	30.00
YOUNGBLOOD AUTOMOTIV	254657	SERVICE CALL	TIRES	002-1101-3190	1,940.45
HANSON EQUIPMENT	264823	EXPANSION COOLANT TANK	OPERATING SUPPLIES	002-1101-3130	41.29
HANSON EQUIPMENT	264843	FLASHER RELAY/4-WAY	OPERATING SUPPLIES	002-1101-3130	86.60
CINTAS CORPORATION #86	086737380	CONTRACT # 01681 ACCT # 0	UNIFORMS	002-1101-2140	183.07
CINTAS CORPORATION #86	086737381	CONTRACT # 01681 ACCT # 0	UNIFORMS	002-1101-2140	101.70
CINTAS CORPORATION #86	5716718	CONTRACT # 01681 ACCT # 0	UNIFORMS	002-1101-2140	332.90
LOCKHART - TRUE VALUE	23651 /1	CUST # 11239 5/32 SWISS FI	OPERATING SUPPLIES	002-1101-3130	5.99
SMITH SUPPLY CO.- LOCKHA	770992	DEMON WP 4 - 9.5 CRM PER	OPERATING SUPPLIES	002-1101-3130	25.90
PATHMARK TRAFFIC PROD.	027547	6' GALV CHANNEL POST, 6X1	SIGNS	002-1101-3181	2,526.00
LOCKHART - TRUE VALUE	23671/1	PRUNER, SHELF BRACKET, TI	OPERATING SUPPLIES	002-1101-3130	672.64
SOUTHERN TIRE MART, LLC	63249833	CUST # 142726 TRANSFORC	TIRES	002-1101-3190	374.88
CINTAS CORPORATION #86	086728194	CONTRACT # 01681 ACC# 01	UNIFORMS	002-1101-2140	341.12
CINTAS CORPORATION #86	086728196	CONTRACT # 01681 ACCT # 0	UNIFORMS	002-1101-2140	183.07
CINTAS CORPORATION #86	086728197	CONTRACT # 01681 ACCT # 0	UNIFORMS	002-1101-2140	138.74
HANSON EQUIPMENT	264478	HOSE, O-RING FACE FEM, O-	OPERATING SUPPLIES	002-1101-3130	51.96
HANSON EQUIPMENT	264490	TIRE REPAIR, SHD SCREW M6	TIRES	002-1101-3190	37.13
COLORADO MATERIALS, LTD.	250859	CUST # 1405 HOMANN ROA	AGGREGATE / GRAVEL	002-1101-3153	9,186.21
COLORADO MATERIALS, LTD.	250860	CUST # 1405 SPOKE HOLLO	AGGREGATE / GRAVEL	002-1101-3153	8,638.03
SMITH SUPPLY CO.- LOCKHA	771374	CAR SCREW 5/16 X 2-1/2 10	OPERATING SUPPLIES	002-1101-3130	298.50
BRAUNTEX MATERIALS, INC.	93712	TPE A/B FLEX MATERIAL	FLEX BASE MATERIALS	002-1101-3143	11,221.20
SMITH SUPPLY CO.- LOCKHA	771485	CAR SCREW 5/16 X 3	OPERATING SUPPLIES	002-1101-3130	45.80
CINTAS CORPORATION #86	086742429	CONTRACT # 01681 ACCT # 0	UNIFORMS	002-1101-2140	306.02
CINTAS CORPORATION #86	086742430	CONTRACT # 01681 ACCT # 0	UNIFORMS	002-1101-2140	183.07
CINTAS CORPORATION #86	086742431	CONTRACT # 01681 ACCT # 0	UNIFORMS	002-1101-2140	138.74
HANSON EQUIPMENT	265034	JIC 37 FEM SWIV, HOSE, 14.9	OPERATING SUPPLIES	002-1101-3130	158.26
JOHN DEERE FINANCIAL	1805-112953	GRVLOCK PLIER SET	OPERATING SUPPLIES	002-1101-3130	23.99
LOCKHART - TRUE VALUE	23769 /1	CUST # 11239 .325 63G RA	OPERATING SUPPLIES	002-1101-3130	23.99
LOCKHART - TRUE VALUE	23770 /1	CUST # 11239 14" 1/4" .043	OPERATING SUPPLIES	002-1101-3130	24.99
SMITH SUPPLY CO.- LOCKHA	769259	POLY LEAF RAKE LP18	OPERATING SUPPLIES	002-1101-3130	8.99
SMITH SUPPLY CO.- LOCKHA	769272	CAR SCREW 5/16 X 3	OPERATING SUPPLIES	002-1101-3130	45.00
CINTAS CORPORATION #86	086747293	CONTRACT # 01681 ACCT # 0	UNIFORMS	002-1101-2140	320.00
CINTAS CORPORATION #86	086747294	CONTRACT # 01681 ACCT # 0	UNIFORMS	002-1101-2140	183.07
CINTAS CORPORATION #86	086747297	CONTRACT # 01681 ACCT # 0	UNIFORMS	002-1101-2140	138.74
HANSON EQUIPMENT	264541	MOUNT TIRE	TIRES	002-1101-3190	10.00
HANSON EQUIPMENT	264579	GASKET/WATER PUMP, FLY	OPERATING SUPPLIES	002-1101-3130	1,394.90
HANSON EQUIPMENT	264614	FLAT TIRE REPAIR, RADIAL TI	TIRES	002-1101-3190	72.10
CINTAS CORPORATION #86	086732496	CONTRACT # 01681 ACCT # 0	UNIFORMS	002-1101-2140	406.80
CINTAS CORPORATION #86	086732497	CONTRACT # 01681 ACCT # 0	UNIFORMS	002-1101-2140	185.30
CINTAS CORPORATION #86	086732498	CONTRACT # 01681 ACCT # 0	UNIFORMS	002-1101-2140	138.74

Department 1101 - ADMINISTRATION Total: 97,440.60

Department : 1102 - VEHICLE MAINTENANCE

O'REILLY AUTOMOTIVE, INC.	0642-200235	OIL FILTER	SUPPLIES & SMALL TOOLS	002-1102-3136	8.10
O'REILLY AUTOMOTIVE, INC.	CM0000561	OIL FILTER	SUPPLIES & SMALL TOOLS	002-1102-3136	-8.80
O'REILLY AUTOMOTIVE, INC.	CM0000560	IGN COIL, SPARK PLUG CREDI	SUPPLIES & SMALL TOOLS	002-1102-3136	-50.80
O'REILLY AUTOMOTIVE, INC.	0642-203236	FUEL/WATER	SUPPLIES & SMALL TOOLS	002-1102-3136	13.00
CAPITOL AUTO PARTS	07L05160	CUST # L310 EPA BATTERY F	SUPPLIES & SMALL TOOLS	002-1102-3136	1,499.60
CAPITOL AUTO PARTS	07L05231	CUST # L310 CORE RETURN	SUPPLIES & SMALL TOOLS	002-1102-3136	-251.00
CAPITOL AUTO PARTS	07L05322	CUST # L310 EPA BATTERY F	SUPPLIES & SMALL TOOLS	002-1102-3136	161.90
CAPITOL AUTO PARTS	07L05344	CUST # L310 BATTERY (HV)	SUPPLIES & SMALL TOOLS	002-1102-3136	-402.70
GLOSSERMAN AUTOMOTIVE	091639	ACCT # 1010 GLASS CLEANE	SUPPLIES & SMALL TOOLS	002-1102-3136	182.70
RDO EQUIPMENT CO.	P65036	ACCT # 7269004 LAMP	SUPPLIES & SMALL TOOLS	002-1102-3136	106.00
RDO EQUIPMENT CO.	P65037	ACCT # 7269004 WEATHERS	SUPPLIES & SMALL TOOLS	002-1102-3136	254.80
O'REILLY AUTOMOTIVE, INC.	0642-205723	VALVE	SUPPLIES & SMALL TOOLS	002-1102-3136	20.60

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Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
CAPITOL AUTO PARTS	07LO5828	CAUSE # L310 EPA BATTERY	SUPPLIES & SMALL TOOLS	002-1102-3136	161.99
GLOSSERMAN AUTOMOTIVE	091672	CUST # 1010 NAPAGOLD AIR	SUPPLIES & SMALL TOOLS	002-1102-3136	230.30
AG-PRO COMPANIES	P18557	WELDMENT, PIN, FLATWASH	SUPPLIES & SMALL TOOLS	002-1102-3136	227.80
AG-PRO COMPANIES	P18558	BLADE BOLT KIT	SUPPLIES & SMALL TOOLS	002-1102-3136	463.90
O'REILLY AUTOMOTIVE, INC.	0642-206071	O2 SENSOR	SUPPLIES & SMALL TOOLS	002-1102-3136	51.19
RUSH TRUCK CENTER	3010578127	CUST # 121177 SERIAL # 3FR	REPAIRS & MAINTENANCE	002-1102-4510	2,719.61
OVERALL SUPPLY, INC	IN00098839	CUST A/C # 166242 BRAKE	SUPPLIES & SMALL TOOLS	002-1102-3136	362.16
CAPITOL AUTO PARTS	07LO7770	CUST # L310 ORIG EQUIP AL	SUPPLIES & SMALL TOOLS	002-1102-3136	227.39
O'REILLY AUTOMOTIVE, INC.	0642-203378	CABLE TIE	SUPPLIES & SMALL TOOLS	002-1102-3136	17.98
O'REILLY AUTOMOTIVE, INC.	0642-206719	MINI LAMP	SUPPLIES & SMALL TOOLS	002-1102-3136	2.52
O'REILLY AUTOMOTIVE, INC.	0642-206946	HAND PUMP	SUPPLIES & SMALL TOOLS	002-1102-3136	70.09
GLOSSERMAN AUTOMOTIVE	091869	FLASHER - ELECTRONIC	SUPPLIES & SMALL TOOLS	002-1102-3136	33.40
BOEHM TRACTOR SALES, INC	CT166243	CC UNIT ROAD	SUPPLIES & SMALL TOOLS	002-1102-3136	46.42
O'REILLY AUTOMOTIVE, INC.	0642-207068	STARTER, CORE CHARGE	SUPPLIES & SMALL TOOLS	002-1102-3136	139.62
GLOSSERMAN AUTOMOTIVE	091904	FLASHER-ELECTRONIC	SUPPLIES & SMALL TOOLS	002-1102-3136	33.40
O'REILLY AUTOMOTIVE, INC.	CM0000562	CORE RETURN	SUPPLIES & SMALL TOOLS	002-1102-3136	-10.00
O'REILLY AUTOMOTIVE, INC.	0642-207223	BRAKE ROTOR	SUPPLIES & SMALL TOOLS	002-1102-3136	202.44
O'REILLY AUTOMOTIVE, INC.	0642-207271	OIL FILTER	SUPPLIES & SMALL TOOLS	002-1102-3136	14.07
O'REILLY AUTOMOTIVE, INC.	0642-207385	ADAPTER, CAPSULE	SUPPLIES & SMALL TOOLS	002-1102-3136	54.52
O'REILLY AUTOMOTIVE, INC.	0642-208349	5-20 1QT MOTOR OIL, 10-30	SUPPLIES & SMALL TOOLS	002-1102-3136	129.24
O'REILLY AUTOMOTIVE, INC.	0642-203722	IGN COIL, SPARK PLUG 2002	SUPPLIES & SMALL TOOLS	002-1102-3136	50.84
O'REILLY AUTOMOTIVE, INC.	0642-203724	GREASE FTG	SUPPLIES & SMALL TOOLS	002-1102-3136	15.98
O'REILLY AUTOMOTIVE, INC.	0642-204277	8OZ ANTISEIZE, 36MLTHRDL	SUPPLIES & SMALL TOOLS	002-1102-3136	31.98
O'REILLY AUTOMOTIVE, INC.	0642-204281	14 OZ. BRAKECLN	SUPPLIES & SMALL TOOLS	002-1102-3136	23.88
SOUTHSIDE WRECKER, INC.	593273	DUMP TRUCK LIC # 128557	REPAIRS & MAINTENANCE	002-1102-4510	327.00
Department 1102 - VEHICLE MAINTENANCE Total:					7,161.44

Department : 1103 - FLEET MAINTENANCE

CAPITOL AUTO PARTS	07LM7739	CUST # L10358 CRMCBRAKE	OPERATING SUPPLIES	002-1103-3135	-33.95
CAPITOL AUTO PARTS	07LN9750	CUST # L10358 BENDIX BRAK	OPERATING SUPPLIES	002-1103-3135	363.90
CAPITOL AUTO PARTS	07LN9991	CUST # L10358 AT FLTR KIT	OPERATING SUPPLIES	002-1103-3135	25.72
CAPITOL AUTO PARTS	07LO0001	CUST # L10358 LISLE	OPERATING SUPPLIES	002-1103-3135	29.99
HENRY'S TOWING SERVICE	02191	2014 FORD LIC # 117-6251	CONTRACT LABOR	002-1103-4529	45.00
CAPITOL AUTO PARTS	07LO6528	CUST # L10358 EXP VALVE /	OPERATING SUPPLIES	002-1103-3135	28.34
CINTAS CORPORATION #86	086737386	CONTRACT # 01681 ACCT # 0	UNIFORMS	002-1103-2140	67.20
LOCKHART MOTOR CO.,INC.	C110925	2014 FOR EXPLORER REPAIR	CONTRACT LABOR	002-1103-4529	4,633.09
KJ'S AUTO ACCESSORIES	22022	CALDM MUD FLAP	OPERATING SUPPLIES	002-1103-3135	99.98
CINTAS CORPORATION #86	086728201	CONTRACT # 01681 ACCT # 0	UNIFORMS	002-1103-2140	65.68
CAPITOL AUTO PARTS	07LO8551	CUST # L10358 FILTER-CABI	OPERATING SUPPLIES	002-1103-3135	85.65
LULING CHEVROLET	100333	VALVE KIT	OPERATING SUPPLIES	002-1103-3135	156.00
GOODYEAR AUTO SERVICE C	226317	TIRES 245/55R18 103V EAGL	TIRES	002-1103-3190	1,105.92
LOCKHART MOTOR CO.,INC.	T44024	OXYGEN SENSOR	OPERATING SUPPLIES	002-1103-3135	33.10
CAPITOL AUTO PARTS	07LP0077	CUST # L10358 FUEL CAP	OPERATING SUPPLIES	002-1103-3135	10.73
CINTAS CORPORATION #86	086742436	CONTRACT # 01681 ACCT # 0	UNIFORMS	002-1103-2140	65.68
CAPITOL AUTO PARTS	07LO1172	CUST # L10358 MOTORCRAF	OPERATING SUPPLIES	002-1103-3135	34.58
CAPITOL AUTO PARTS	07LO1651	CUST # L10358 AIR FILTER -	OPERATING SUPPLIES	002-1103-3135	164.44
CAPITOL AUTO PARTS	07LO2442	CUST # L10358 BENDIX SEM	OPERATING SUPPLIES	002-1103-3135	430.08
CAPITOL AUTO PARTS	07LO2470	CUST # L10358 BENDIX PRE	OPERATING SUPPLIES	002-1103-3135	47.98
CAPITOL AUTO PARTS	07LO2473	CUST # L10358 BENDIX STO	OPERATING SUPPLIES	002-1103-3135	-31.48
CAPITOL AUTO PARTS	07LO2731	CUST # L10358 COIL ON PLU	OPERATING SUPPLIES	002-1103-3135	35.94
CAPITOL AUTO PARTS	07LO2909	CUST # L10358 LUCAS HEAV	OPERATING SUPPLIES	002-1103-3135	12.34
CINTAS CORPORATION #86	086732509	CONTRACT # 01681 ACCT # 0	UNIFORMS	002-1103-2140	64.92
Department 1103 - FLEET MAINTENANCE Total:					7,540.81
Fund 002 - UNIT ROAD FUND Total:					112,142.92

Fund: 010 - GRANT FUND

Department : 1000 - DEPARTMENTS - Header

CARD SERVICE CENTER	62018	ENDING WITH # 0057	MISCELLANEOUS-OTHER	010-1000-4850	12.78
Department 1000 - DEPARTMENTS - Header Total:					12.78

Department : 7700 - SH130

JONES & CARTER, INC.	0257251 #2	#CSJ 0914-22-068 JOB # 129	SH130 Project Fees	010-7700-4070	7,431.58
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Expense Approval Register

Packet: APPKT02557 - 6/11/18 A/P RUN

Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
SB CONTRACTORS, LLC	16	CSJ 0914-22-064 3/23 - 5/04	SH130 Project Fees	010-7700-4070	15,112.12
				Department 7700 - SH130 Total:	22,543.71
				Fund 010 - GRANT FUND Total:	22,556.49
Fund: 019 - ADR System Fund					
CENTRAL TEXAS ALTERNATIV	52018	MAY 2018	DRC Program Fees	019-4000-0400	730.49
					730.49
				Fund 019 - ADR System Fund Total:	730.49
				Grand Total:	372,752.85

Fund Summary

Fund	Expense Amount
001 - GENERAL FUND	237,322.95
002 - UNIT ROAD FUND	112,142.92
010 - GRANT FUND	22,556.49
019 - ADR System Fund	730.49
Grand Total:	372,752.85

Account Summary

Account Number	Account Name	Expense Amount
001-1260	DUE FROM C C A D	78.72
001-1281	I TICKETS - NET DATA (n	1,480.00
001-2140-4110	PROFESSIONAL SERVICE	115,013.47
001-2140-4260	TRANSPORTATION	203.83
001-2835	DUE TO GRAVES, HUMP	8,586.26
001-3200-4260	TRANSPORTATION	153.93
001-3220-3110	OFFICE SUPPLIES	118.69
001-3230-4160	ADULT - INDIGENT ATTO	1,632.40
001-3230-4260	TRANSPORTATION	41.42
001-3240-4080	ADULT - ATTY LITIGATIO	464.50
001-3240-4180	JUVENILE - INDIGENT AT	4,375.00
001-4300-3130	OPERATING SUPPLIES	1,118.56
001-4300-4260	TRANSPORTATION	8,476.57
001-4300-4420	TELEPHONE	37.99
001-4300-4810	TRAINING	3,174.70
001-4300-4970	River Patrol Equipment	337.02
001-4300-5310	MACHINERY AND EQUIP	42,796.00
001-4310-3100	FOOD SUPPLIES	24,168.32
001-4310-3130	OPERATING SUPPLIES	3,337.40
001-4310-4135	EMPLOYEE PHYSICALS	175.00
001-4310-4260	TRANSPORTATION	1,265.42
001-4310-4510	REPAIRS & MAINTENAN	289.77
001-4321-4260	TRANSPORTATION	425.64
001-4321-5310	MACHINERY AND EQUIP	350.00
001-4322-4260	TRANSPORTATION	149.52
001-4323-4260	TRANSPORTATION	601.80
001-4324-3110	OFFICE SUPPLIES	35.30
001-4324-4260	TRANSPORTATION	417.12
001-4325-4610	RENTALS	287.50
001-6510-4110	PROFESSIONAL SERVICE	2,575.00
001-6510-4123	AUTOPSY	850.00
001-6510-4610	RENTALS	3,880.11
001-6510-4850	MISCELLANEOUS	16.75
001-6520-3140	UNIFORMS	159.71
001-6520-3500	JP3 SIMON BUILDING-M	178.50
001-6520-3510	LULING ANNEX	128.55
001-6520-3530	MARKET ST. ANNEX-LOC	23.22
001-6520-3540	L.W.SCOTT ANNEX-LOCK	138.57
001-6520-3550	JUDICIAL CENTER-LOCK	260.87
001-6520-3600	BUILDING MAINTENANC	288.40
001-6520-4260	TRANSPORTATION	530.78
001-6520-4510	REPAIRS & MAINTENAN	1,486.47
001-6520-5120	CALDWELL CO. COURTH	575.55
001-6520-5310	MACHINERY AND EQUIP	89.40
001-6550-3110	OFFICE SUPPLIES	139.50
001-6550-3115	Ballot Supplies	2,817.71
001-6570-4810	TRAINING	496.12
001-6640-4260	TRANSPORTATION	258.30
001-6650-4260	TRANSPORTATION	404.27
001-6650-4510	REPAIRS & MAINTENAN	0.00
001-7600-4114	ANIMAL CONTROL EXPE	965.50

Account Summary

Account Number	Account Name	Expense Amount
001-7610-4260	TRANSPORTATION	115.40
001-7620-4320	INDIGENT FUNERAL	821.00
001-8700-4251	MILEAGE REIMB- ADH D	97.37
001-8700-4260	TRANSPORTATION	232.05
001-8700-4810	TRAINING	202.00
002-1101-2140	UNIFORMS	3,281.12
002-1101-3116	CULVERT PIPE	434.70
002-1101-3130	OPERATING SUPPLIES	3,435.26
002-1101-3143	FLEX BASE MATERIALS	26,919.60
002-1101-3153	AGGREGATE / GRAVEL	52,813.09
002-1101-3163	FUEL	5,176.10
002-1101-3170	LUBRICANTS	71.82
002-1101-3181	SIGNS	2,526.00
002-1101-3190	TIRES	2,434.64
002-1101-4610	RENTALS	348.34
002-1102-3136	SUPPLIES & SMALL TOO	4,114.83
002-1102-4510	REPAIRS & MAINTENAN	3,046.61
002-1103-2140	UNIFORMS	263.48
002-1103-3135	OPERATING SUPPLIES	1,493.32
002-1103-3190	TIRES	1,105.92
002-1103-4529	CONTRACT LABOR	4,678.09
010-1000-4850	MISCELLANEOUS--OTHE	12.78
010-7700-4070	SH130 Project Fees	22,543.71
019-4000-0400	DRC Program Fees	730.49
	Grand Total:	372,752.85

Project Account Summary

Project Account Key	Expense Amount
None	372,752.85
Grand Total:	372,752.85



Caldwell County, TX

Payment Register

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01 - Vendor Set 01

Bank: AP BNK - Pooled Cash - Operation

Vendor Number	Vendor Name	Total Vendor Amount	
AG-PRO	AG-PRO COMPANIES	781.10	
Payment Type	Payment Number	Payment Date	Payment Amount
Check		06/06/2018	781.10

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>P18557</u>	WELDMENT, PIN, FLATWASHER, NUT SLOT	05/16/2018	06/11/2018	0.00	227.80
<u>P18558</u>	BLADE BOLT KIT	05/16/2018	06/11/2018	0.00	463.90
<u>P18573</u>	BLADE, TRAY	05/16/2018	06/11/2018	0.00	89.40

Vendor Number	Vendor Name	Total Vendor Amount	
AISWHI	AISHA WHITE-THOMPSON, CSR, RPR	464.50	
Payment Type	Payment Number	Payment Date	Payment Amount
Check		06/06/2018	464.50

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>14-672</u>	CAUSE # 46530 DEWARD CUMMINGS	05/30/2018	06/11/2018	0.00	464.50

Vendor Number	Vendor Name	Total Vendor Amount	
ALDOS	AL DOS SANTOS	297.66	
Payment Type	Payment Number	Payment Date	Payment Amount
Check		06/06/2018	297.66

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>52518</u>	TRAINING WITH TVC IN SAN ANTONIO ACCREDITATION T	05/28/2018	06/11/2018	0.00	191.45
<u>53018</u>	TRAINING W/ TVC IN SAN ANTONIO CERT TRAINING	05/30/2018	06/11/2018	0.00	106.21

Vendor Number	Vendor Name	Total Vendor Amount	
ANIMAN	ANITA ROSE MANCINI-MICHELL	175.00	
Payment Type	Payment Number	Payment Date	Payment Amount
Check		06/06/2018	175.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>126</u>	EVALUATION L-3 - LOWE, BING	05/08/2018	06/11/2018	0.00	175.00

Vendor Number	Vendor Name	Total Vendor Amount	
APPCON	APPLIED CONCEPTS, INC.	287.50	
Payment Type	Payment Number	Payment Date	Payment Amount
Check		06/06/2018	287.50

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>328583</u>	COUNTING UNIT	06/01/2018	06/11/2018	0.00	287.50

Vendor Number	Vendor Name	Total Vendor Amount	
BOETRA	BOEHM TRACTOR SALES, INC.	46.42	
Payment Type	Payment Number	Payment Date	Payment Amount
Check		06/06/2018	46.42

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>CT166243</u>	CC UNIT ROAD	05/22/2018	06/11/2018	0.00	46.42

Vendor Number	Vendor Name	Total Vendor Amount	
BRAMAT	BRAUNTEX MATERIALS, INC.	26,919.60	
Payment Type	Payment Number	Payment Date	Payment Amount
Check		06/06/2018	26,919.60

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>93568</u>	CMCL TYP, TYPE A/B	05/14/2018	06/11/2018	0.00	15,698.40
<u>93712</u>	TPE A/B FLEX MATERIAL	05/21/2018	06/11/2018	0.00	11,221.20

Payment Register

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Vendor Number <u>BRIBAR</u>	Vendor Name BRIAN BARRINGTON					Total Vendor Amount 500.00
Payment Type Check	Payment Number	Payment Date	Payment Amount			
		06/06/2018	500.00			
Payable Number <u>700446</u>	Description CATCH 2 COWS ON CAT BRANCH	Payable Date 05/29/2018	Due Date 06/11/2018	Discount Amount 0.00	Payable Amount 500.00	

Vendor Number <u>CALDCO</u>	Vendor Name CALDWELL COUNTRY FORD					Total Vendor Amount 42,796.00
Payment Type Check	Payment Number	Payment Date	Payment Amount			
		06/06/2018	42,796.00			
Payable Number <u>JKD11085</u>	Description 2018 FORD F-150 VIN # 1FTEW1E53JKD11085	Payable Date 05/17/2018	Due Date 06/11/2018	Discount Amount 0.00	Payable Amount 42,796.00	

Vendor Number <u>CALAPP</u>	Vendor Name CALDWELL COUNTY APPRAISAL DIST					Total Vendor Amount 115,013.47
Payment Type Check	Payment Number	Payment Date	Payment Amount			
		06/06/2018	25,233.72			
Payable Number <u>53118</u>	Description CUST ID: XGCA COLLECT 208 QTR-3	Payable Date 05/31/2018	Due Date 06/11/2018	Discount Amount 0.00	Payable Amount 25,233.72	

Check		Payment Date	Payment Amount			
		06/06/2018	89,779.75			
Payable Number <u>5312018</u>	Description CUST ID: GCA 2018 QTR-3	Payable Date 05/31/2018	Due Date 06/11/2018	Discount Amount 0.00	Payable Amount 89,779.75	

Vendor Number <u>CALTAX</u>	Vendor Name CALDWELL COUNTY TAX ASSESSOR					Total Vendor Amount 16.75
Payment Type Check	Payment Number	Payment Date	Payment Amount			
		06/06/2018	16.75			
Payable Number <u>1085</u>	Description TITLE CHANGE FOR VIN 1085 -SO	Payable Date 05/22/2018	Due Date 06/11/2018	Discount Amount 0.00	Payable Amount 16.75	

Vendor Number <u>CAPCOG</u>	Vendor Name CAPITAL AREA COUNCIL OF GOVERNMENTS					Total Vendor Amount 72.00
Payment Type Check	Payment Number	Payment Date	Payment Amount			
		06/06/2018	72.00			
Payable Number <u>2018RTA 869</u>	Description INTERACTING W/DRIVERS WHO ARE DEAF 3/22/18	Payable Date 05/07/2018	Due Date 06/11/2018	Discount Amount 0.00	Payable Amount 72.00	

Vendor Number <u>AUTPAR</u>	Vendor Name CAPITOL AUTO PARTS					Total Vendor Amount 2,601.54
Payment Type Check	Payment Number	Payment Date	Payment Amount			
		06/06/2018	2,601.54			
Payable Number <u>07LM7739</u>	Description CUST # L10358 CRMCBRAKEPADS WHRDWR	Payable Date 04/03/2018	Due Date 04/03/2018	Discount Amount 0.00	Payable Amount -33.95	
<u>07LN9750</u>	CUST # L10358 BENDIX BRAKE ROTOR	05/01/2018	06/11/2018	0.00	363.90	
<u>07LN9991</u>	CUST # L10358 AT FLTR KIT	05/01/2018	06/11/2018	0.00	25.72	
<u>07LO0001</u>	CUST # L10358 LISLE	05/01/2018	06/11/2018	0.00	29.99	
<u>07LO1172</u>	CUST # L10358 MOTORCRAFT SPARK PULGS	05/03/2018	06/11/2018	0.00	34.56	
<u>07LO1651</u>	CUST # L10358 AIR FILTER - PARTS PLUS	05/04/2018	06/11/2018	0.00	164.44	
<u>07LO2442</u>	CUST # L10358 BENDIX SEMI-MET BRAKE	05/07/2018	06/11/2018	0.00	430.08	
<u>07LO2470</u>	CUST # L10358 BENDIX PREM FLEET PADS	05/07/2018	06/11/2018	0.00	47.99	
<u>07LO2473</u>	CUST # L10358 BENDIX STOP PADS - SEMI	05/07/2018	05/07/2018	0.00	-31.49	
<u>07LO2731</u>	CUST # L10358 COIL ON PLUG	05/08/2018	06/11/2018	0.00	35.94	
<u>07LO2909</u>	CUST # L10358 LUCAS HEAVY DUTY OIL	05/08/2018	06/11/2018	0.00	12.34	
<u>07LO5160</u>	CUST # L310 EPA BATTERY FEE	05/14/2018	06/11/2018	0.00	1,499.63	
<u>07LO5231</u>	CUST # L310 CORE RETURN	05/14/2018	05/14/2018	0.00	-251.00	
<u>07LO5322</u>	CUST # L310 EPA BATTERY FEE	05/14/2018	06/11/2018	0.00	161.99	
<u>07LO5344</u>	CUST # L310 BATTERY (HV)	05/14/2018	05/14/2018	0.00	-402.70	
<u>07LO5828</u>	CAUSE # L310 EPA BATTERY FEE	05/15/2018	06/11/2018	0.00	161.99	
<u>07LO6528</u>	CUST # L10358 EXP VALVE / ORIFICE TUBE	05/16/2018	06/11/2018	0.00	28.34	
<u>07LO7770</u>	CUST # L310 ORIG EQUIP ALTERNATOR	05/18/2018	06/11/2018	0.00	227.39	

Payment Register

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<u>07LO8551</u>	CUST # L10358 FILTER-CABIN AIR	05/21/2018	06/11/2018	0.00	85.65
<u>07LP0077</u>	CUST # L10358 FUEL CAP	05/23/2018	06/11/2018	0.00	10.73

Vendor Number <u>CARSER</u>	Vendor Name CARD SERVICE CENTER				Total Vendor Amount 4,097.04
Payment Type Check	Payment Number	Payment Date	Payment Amount		
		06/06/2018	4,097.04		
Payable Number <u>62018</u>	Description ENDING WITH # 0057	Payable Date 05/25/2018	Due Date 06/11/2018	Discount Amount 0.00	Payable Amount 4,097.04

Vendor Number <u>CENDIS</u>	Vendor Name CENTRAL TEXAS ALTERNATIVE DISPUTE RESOLUTION, I				Total Vendor Amount 730.49
Payment Type Check	Payment Number	Payment Date	Payment Amount		
		06/06/2018	730.49		
Payable Number <u>52018</u>	Description MAY 2018	Payable Date 06/05/2018	Due Date 06/11/2018	Discount Amount 0.00	Payable Amount 730.49

Vendor Number <u>CENREF</u>	Vendor Name CENTRAL TEXAS REFUSE, INC				Total Vendor Amount 100.40
Payment Type Check	Payment Number	Payment Date	Payment Amount		
		06/06/2018	100.40		
Payable Number <u>118338</u>	Description ACCT # 020545 SITE: 9675 HIGHWAY 142	Payable Date 06/01/2018	Due Date 06/11/2018	Discount Amount 0.00	Payable Amount 100.40

Vendor Number <u>CENAIR</u>	Vendor Name CENTURY A/C SUPPLY				Total Vendor Amount 291.99
Payment Type Check	Payment Number	Payment Date	Payment Amount		
		06/06/2018	291.99		
Payable Number <u>9285675</u>	Description R-410A 25LB REFRIGERANT, THERMOMETER PISTOL	Payable Date 05/17/2018	Due Date 06/11/2018	Discount Amount 0.00	Payable Amount 291.99

Vendor Number <u>CHISUP</u>	Vendor Name CHIEF SUPPLY CORPORATION				Total Vendor Amount 337.02
Payment Type Check	Payment Number	Payment Date	Payment Amount		
		06/06/2018	337.02		
Payable Number <u>2454</u>	Description ACCT # 217513 CLASSIC 6" SIDE-ZIP BOOT,	Payable Date 05/03/2018	Due Date 06/11/2018	Discount Amount 0.00	Payable Amount 337.02

Vendor Number <u>CINTAS</u>	Vendor Name CINTAS CORPORATION #86				Total Vendor Amount 3,704.31
Payment Type Check	Payment Number	Payment Date	Payment Amount		
		06/06/2018	3,704.31		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>086728194</u>	CONTRACT # 01681 ACCT# 01681 CUST # 08619	05/02/2018	06/11/2018	0.00	341.12
<u>086728196</u>	CONTRACT # 01681 ACCT # 01681 CUST # 01681	05/02/2018	06/11/2018	0.00	183.07
<u>086728197</u>	CONTRACT # 01681 ACCT # 01681 CUST # 01682	05/02/2018	06/11/2018	0.00	138.74
<u>086728201</u>	CONTRACT # 01681 ACCT # 09387 CUST # 09387	05/02/2018	06/11/2018	0.00	65.68
<u>086728205</u>	UNIFORMS	05/02/2018	06/11/2018	0.00	48.35
<u>086732496</u>	CONTRACT # 01681 ACCT # 01681 CUST # 08619	05/09/2018	06/11/2018	0.00	406.82
<u>086732497</u>	CONTRACT # 01681 ACCT # 01681 CUST # 01681	05/09/2018	06/11/2018	0.00	185.32
<u>086732498</u>	CONTRACT # 01681 ACCT # 01681 CUST # 01682	05/09/2018	06/11/2018	0.00	138.74
<u>086732509</u>	CONTRACT # 01681 ACCT # 09387 CUST # 09387	05/09/2018	06/11/2018	0.00	64.92
<u>086732513</u>	UNIFORMS	05/09/2018	06/11/2018	0.00	55.68
<u>086737380</u>	CONTRACT # 01681 ACCT # 01681 CUST # 01681	05/16/2018	06/11/2018	0.00	183.07
<u>086737381</u>	CONTRACT # 01681 ACCT # 01681 CUST # 01682	05/16/2018	06/11/2018	0.00	101.70
<u>086737386</u>	CONTRACT # 01681 ACCT # 09387 CUST # 09387	05/16/2018	06/11/2018	0.00	67.20
<u>086737392</u>	BUILDING MAINT UNIFORMS	05/16/2018	06/11/2018	0.00	55.68
<u>086742429</u>	CONTRACT # 01681 ACCT # 01681 CUST # 08619	05/23/2018	06/11/2018	0.00	306.02
<u>086742430</u>	CONTRACT # 01681 ACCT # 01681 CUST # 01681	05/23/2018	06/11/2018	0.00	183.07
<u>086742431</u>	CONTRACT # 01681 ACCT # 01681 CUST # 01682	05/23/2018	06/11/2018	0.00	138.74
<u>086742436</u>	CONTRACT # 01681 ACCT # 09387 CUST # 09387	05/23/2018	06/11/2018	0.00	65.68
<u>086747293</u>	CONTRACT # 01681 ACCT # 01681 CUST # 08619	05/30/2018	06/11/2018	0.00	320.00

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<u>086747294</u>	CONTRACT # 01681 ACCT # 01681 CUST # 01681	05/30/2018	06/11/2018	0.00	183.07
<u>086747297</u>	CONTRACT # 01681 ACCT # 01681 CUST # 01682	05/30/2018	06/11/2018	0.00	138.74
<u>5716718</u>	CONTRACT # 01681 ACCT # 01681 CUST # 018619	05/16/2018	06/11/2018	0.00	332.90

Vendor Number	Vendor Name				Total Vendor Amount
<u>CITLOC</u>	CITY OF LOCKHART				965.50
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		06/06/2018	965.50		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>ASL 18-009</u>	LEASE PAYMENT JUNE 2018	06/01/2018	06/11/2018	0.00	965.50

Vendor Number	Vendor Name				Total Vendor Amount
<u>COLWIS</u>	COLIN WISE				275.00
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		06/06/2018	275.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>2671-18CC</u>	CAUSE # 2671-18CC S.P.	05/18/2018	06/11/2018	0.00	275.00

Vendor Number	Vendor Name				Total Vendor Amount
<u>COLMAT</u>	COLORADO MATERIALS, LTD.				52,813.09
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		06/06/2018	52,813.09		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>250535</u>	CUST # 1405 HOMANN ROAD	05/14/2018	06/11/2018	0.00	9,091.95
<u>250536</u>	CUST # 1405 OLD KELLEY ROD	05/14/2018	06/11/2018	0.00	11,320.10
<u>250537</u>	CUST # 1405 SPOKE HOLLOW RD	05/14/2018	06/11/2018	0.00	5,420.08
<u>250538</u>	CUST # 1405 WILLIAMSON RD & FM 1854	05/14/2018	06/11/2018	0.00	9,156.72
<u>250859</u>	CUST # 1405 HOMANN ROAD	05/21/2018	06/11/2018	0.00	9,186.21
<u>250860</u>	CUST # 1405 SPOKE HOLLOW RD	05/21/2018	06/11/2018	0.00	8,638.03

Vendor Number	Vendor Name				Total Vendor Amount
<u>DANMCC</u>	DAN MCCORMACK				800.00
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		06/06/2018	800.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>2681-18CC</u>	CAUSE # 2681-18CC R.D.W.	05/18/2018	06/11/2018	0.00	500.00
<u>2683-18CC</u>	CAUSE # 2683-18CC V.V.	05/18/2018	06/11/2018	0.00	300.00

Vendor Number	Vendor Name				Total Vendor Amount
<u>DANPET</u>	DANIELLE M. PETROSKY				75.87
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		06/06/2018	75.87		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>52018</u>	MILEAGE FOR 4/23 - 5/9/18	05/20/2018	06/11/2018	0.00	75.87

Vendor Number	Vendor Name				Total Vendor Amount
<u>DARLAW</u>	DARLA LAW				203.83
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		06/06/2018	203.83		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>5312018</u>	MILEAGE FOR 5/1 - 31/18	05/31/2018	06/11/2018	0.00	203.83

Vendor Number	Vendor Name				Total Vendor Amount
<u>DENNAV</u>	DENTON NAVARRO ROCHA BERNAL & ZECH, P.C.				2,575.00
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		06/06/2018	2,575.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>23833</u>	DNRB & Z ACCT # 25241 LEGAL SERVICES	05/16/2018	06/11/2018	0.00	2,575.00

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Vendor Number	Vendor Name					Total Vendor Amount
<u>DEWPOT</u>	DEWITT POTH & SON					675.19
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				06/06/2018	675.19	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>537239-0</u>	CUST # 12430 SPOTPAPER	05/10/2018	06/11/2018	0.00	208.50	
<u>538300-0</u>	CUST # 12430 LGL CANARY YELLOW	05/22/2018	06/11/2018	0.00	139.50	
<u>538323-0</u>	CUST # 12430 TAPE, CORRECTIN, 10 PC	05/22/2018	06/11/2018	0.00	118.69	
<u>538655-0</u>	CUST # 12430 SPOTPAPER	05/24/2018	06/11/2018	0.00	208.50	

Vendor Number	Vendor Name					Total Vendor Amount
<u>ELESYS</u>	ELECTION SYSTEMS & SOFTWARE INC.					2,817.71
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				06/06/2018	2,817.71	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>1044640</u>	ACCT # C04192 ELECTION REF: 6/30/2018	05/16/2018	06/11/2018	0.00	2,817.71	

Vendor Number	Vendor Name					Total Vendor Amount
<u>ELSLAC</u>	ELSIE LACY					101.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				06/06/2018	101.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>53018</u>	AGENT MEETING 5/23/18	05/30/2018	06/11/2018	0.00	101.00	

Vendor Number	Vendor Name					Total Vendor Amount
<u>FARBRO</u>	FARMER BROTHERS. CO.					1,052.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				06/06/2018	1,052.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>67961750</u>	ACCT # 6302473 ICE TEA / COFFEE	05/10/2018	06/11/2018	0.00	541.00	
<u>68000729</u>	ACCT # 6302473 ICETE / COFFEE	05/24/2018	06/11/2018	0.00	511.00	

Vendor Number	Vendor Name					Total Vendor Amount
<u>FERRIOS</u>	FERRIS JOSEPH PRODUCE, INC.					2,358.85
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				06/06/2018	2,358.85	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>104163</u>	50 LB JUMBO YELLOW ONIONS	05/08/2018	06/11/2018	0.00	38.00	
<u>104196</u>	BANANAS EA	05/10/2018	06/11/2018	0.00	56.80	
<u>104202</u>	PINK LADY 138 CT	05/11/2018	06/11/2018	0.00	374.20	
<u>104249</u>	BANANAS EA	05/12/2018	06/11/2018	0.00	155.80	
<u>104259</u>	BANANAS EA	05/14/2018	06/11/2018	0.00	128.30	
<u>104269</u>	POTATOES 5/10 LB BAGGED RUSSETS	05/15/2018	06/11/2018	0.00	29.00	
<u>104297</u>	BANANAS EA	05/17/2018	06/11/2018	0.00	131.55	
<u>104306</u>	ICEBERG 24 CT	05/18/2018	06/11/2018	0.00	295.20	
<u>104350</u>	25 LB X 5X5 TOMATOES XLG	05/19/2018	06/11/2018	0.00	151.50	
<u>104358</u>	BANANAS	05/21/2018	06/11/2018	0.00	144.80	
<u>104369</u>	FUJI APPLES 138 CT	05/22/2018	06/11/2018	0.00	47.00	
<u>104380</u>	BANANAS EA	05/23/2018	06/11/2018	0.00	52.30	
<u>104395</u>	RED CABBAGE LB	05/24/2018	06/11/2018	0.00	92.80	
<u>104405</u>	ICEBERG 24 CT	05/25/2018	06/11/2018	0.00	340.50	
<u>104442</u>	BANANAS EA	05/26/2018	06/11/2018	0.00	153.80	
<u>104459</u>	BANANAS EA	05/29/2018	06/11/2018	0.00	167.30	

Vendor Number	Vendor Name					Total Vendor Amount
<u>FUEMAN</u>	FLEETCOR TECHNOLOGIES, INC					12,936.28
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				06/06/2018	12,936.28	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>NP53352279</u>	FUEL USAGE 4/3018-5/27/18	05/28/2018	06/11/2018	0.00	12,936.28	

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Vendor Number	Vendor Name			Total Vendor Amount
<u>BUTBAK</u>	FLOWERS BAKING CO. OF SAN ANTONIO			1,311.84
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		06/06/2018	1,311.84	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
<u>103838630</u>	CUST # 0040078309 MIC 20 7" FL TOR	05/08/2018	06/11/2018	0.00 318.24
<u>1038386437</u>	CUST # 0040078309 MIC 20 7" FL TOR	05/15/2018	06/11/2018	0.00 318.24
<u>1038386564</u>	CUST # 0040078309 MIC 20 7" FL TOR	05/22/2018	06/11/2018	0.00 318.24
<u>1038386687</u>	CUST # 0040078309 MIC 20 7" FL TOR	05/29/2018	06/11/2018	0.00 357.12

Vendor Number	Vendor Name			Total Vendor Amount
<u>GLOAUT</u>	GLOSSERMAN AUTOMOTIVE CENTER			551.68
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		06/06/2018	551.68	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
<u>091639</u>	ACCT # 1010 GLASS CLEANER 18 OZ	05/14/2018	06/11/2018	0.00 182.76
<u>091672</u>	CUST # 1010 NAPAGOLD AIR FILTER	05/15/2018	06/11/2018	0.00 230.30
<u>091673</u>	CUST # 1010 32 PREMIUM BUG WASH	05/15/2018	06/11/2018	0.00 71.82
<u>091869</u>	CUST # 1010 FLASHER - ELECTRONIC	05/22/2018	06/11/2018	0.00 33.40
<u>091904</u>	FLASHER-ELECTRONIC	05/23/2018	06/11/2018	0.00 33.40

Vendor Number	Vendor Name			Total Vendor Amount
<u>GOOAUT</u>	GOODYEAR AUTO SERVICE CENTER			1,105.92
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		06/06/2018	1,105.92	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
<u>226317</u>	TIRES 245/55R18 103V EAGLE	05/21/2018	06/11/2018	0.00 1,105.92

Vendor Number	Vendor Name			Total Vendor Amount
<u>GHSLTD</u>	GRAVES, HUMPHRIES, STAHL, LTD			8,586.26
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		06/06/2018	8,586.26	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
<u>52018</u>	COLLECTIONS FOR MAY 2018	06/05/2018	06/11/2018	0.00 8,586.26

Vendor Number	Vendor Name			Total Vendor Amount
<u>GTDIST</u>	GT DISTRIBUTORS, INC.			308.39
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		06/06/2018	308.39	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
<u>INV0657111</u>	CUST # 000297 PEERLESS - MODEL 700-STANDARD NICK	04/18/2018	06/11/2018	0.00 308.39

Vendor Number	Vendor Name			Total Vendor Amount
<u>HANEQU</u>	HANSON EQUIPMENT			2,253.78
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		06/06/2018	2,253.78	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
<u>264453</u>	O-RING FACE FEMALE, HOSE, O-RING FACE MALE	05/01/2018	06/11/2018	0.00 101.49
<u>264460</u>	SCREEN FUEL BOWL, CORSS KIT, TIRE REPAIR	05/01/2018	06/11/2018	0.00 123.35
<u>264478</u>	HOSE, O-RING FACE FEM, O-RING FACE MALE	05/02/2018	06/11/2018	0.00 51.96
<u>264490</u>	TIRE REPAIR, SHD SCREW M6X15, TIRE PATCH	05/02/2018	06/11/2018	0.00 37.13
<u>264541</u>	MOUNT TIRE	05/04/2018	06/11/2018	0.00 10.00
<u>264579</u>	GASKET/WATER PUMP, FLYWHEEL, PTO CLUTCH CABLE	05/07/2018	06/11/2018	0.00 1,394.90
<u>264614</u>	FLAT TIRE REPAIR, RADIAL TIRE PATCH, SEAL	05/08/2018	06/11/2018	0.00 72.18
<u>264705</u>	YOKE M6 1-3/4 20-SPL W/ZERT	05/10/2018	06/11/2018	0.00 176.62
<u>264823</u>	EXPANSION COOLANT TANK	05/15/2018	06/11/2018	0.00 41.29
<u>264843</u>	FLASHER RELAY/4-WAY	05/15/2018	06/11/2018	0.00 86.60
<u>265034</u>	JIC 37 FEM SWIV, HOSE, 14.9-24 REPAIR, TUBE	05/23/2018	06/11/2018	0.00 158.26

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Vendor Number <u>HENTOW</u>	Vendor Name HENRY'S TOWING SERVICE			Total Vendor Amount 45.00	
Payment Type Check	Payment Number	Payment Date	Payment Amount		
		06/06/2018	45.00		
Payable Number <u>02191</u>	Description 2014 FORD LIC # 117-6251	Payable Date 05/16/2018	Due Date 06/11/2018	Discount Amount 0.00	Payable Amount 45.00

Vendor Number <u>HOFSUP</u>	Vendor Name HOFMANN'S SUPPLY			Total Vendor Amount 348.34	
Payment Type Check	Payment Number	Payment Date	Payment Amount		
		06/06/2018	348.34		
Payable Number <u>461397</u>	Description CUST # 01734 75 ARG/25C02 277 CUFT	Payable Date 05/10/2018	Due Date 06/11/2018	Discount Amount 0.00	Payable Amount 348.34

Vendor Number <u>HOLBUR</u>	Vendor Name HOLLIS BURKLUND			Total Vendor Amount 3,000.00	
Payment Type Check	Payment Number	Payment Date	Payment Amount		
		06/06/2018	3,000.00		
Payable Number <u>17-J-2659</u>	Description CAUSE # 17-J-2659 / 18-J-2669 J.R.K.	Payable Date 05/18/2018	Due Date 06/11/2018	Discount Amount 0.00	Payable Amount 3,000.00

Vendor Number <u>JANWIL</u>	Vendor Name JANA CLIFT-WILLIAMS			Total Vendor Amount 735.00	
Payment Type Check	Payment Number	Payment Date	Payment Amount		
		06/06/2018	735.00		
Payable Number <u>17-FL-046 6</u>	Description CAUSE # 17-FL-046 S.M.D.	Payable Date 05/17/2018	Due Date 06/11/2018	Discount Amount 0.00	Payable Amount 84.00
<u>17-FL-184 1</u>	CAUSE # 17-FL-184 M.M.	05/17/2018	06/11/2018	0.00	287.00
<u>17-FL-307 6</u>	CAUSE # 17-FL-307 K.M.H. / K.D.H.	05/17/2018	06/11/2018	0.00	112.00
<u>17-FL-458 2</u>	CAUSE # 17-FL-458 M.M.	05/17/2018	06/11/2018	0.00	133.00
<u>18-FL-163</u>	CAUSE # 18-FL-163 M.A. / R.A.	05/17/2018	06/11/2018	0.00	119.00

Vendor Number <u>FARPLA</u>	Vendor Name JOHN DEERE FINANCIAL			Total Vendor Amount 32.67	
Payment Type Check	Payment Number	Payment Date	Payment Amount		
		06/06/2018	32.67		
Payable Number <u>1805-102788</u>	Description ACCT # 1-99 WELD - I/M 1/4 X 1/4" FNPT	Payable Date 05/10/2018	Due Date 06/11/2018	Discount Amount 0.00	Payable Amount 8.68
<u>1805-112953</u>	GRVLOCK PLIER SET	05/24/2018	06/11/2018	0.00	23.99

Vendor Number <u>JONCAR</u>	Vendor Name JONES & CARTER, INC.			Total Vendor Amount 7,431.59	
Payment Type Check	Payment Number	Payment Date	Payment Amount		
		06/06/2018	7,431.59		
Payable Number <u>0257251 #2</u>	Description #CSJ 0914-22-068 JOB # 12942-001-00	Payable Date 05/17/2018	Due Date 06/11/2018	Discount Amount 0.00	Payable Amount 7,431.59

Vendor Number <u>JUDBOH</u>	Vendor Name JUDITH BOHR			Total Vendor Amount 463.40	
Payment Type Check	Payment Number	Payment Date	Payment Amount		
		06/06/2018	463.40		
Payable Number <u>18-FL-081 1</u>	Description CAUSE # 18-FL-081 C.C.	Payable Date 05/17/2018	Due Date 06/11/2018	Discount Amount 0.00	Payable Amount 463.40

Vendor Number <u>JULZIM</u>	Vendor Name JULIE ZIMMERMAN			Total Vendor Amount 295.74	
Payment Type Check	Payment Number	Payment Date	Payment Amount		
		06/06/2018	295.74		
Payable Number <u>52418</u>	Description STATE MEETING 5/21-23/18	Payable Date 05/24/2018	Due Date 06/11/2018	Discount Amount 0.00	Payable Amount 295.74

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Vendor Number	Vendor Name			Total Vendor Amount
<u>KJSAUT</u>	KJ'S AUTO ACCESSORIES			99.98
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		06/06/2018	99.98	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
<u>22022</u>	CALDM MUD FLAP	05/18/2018	06/11/2018	0.00 99.98

Vendor Number	Vendor Name			Total Vendor Amount
<u>LOCTRU</u>	LOCKHART - TRUE VALUE			1,741.62
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		06/06/2018	1,741.62	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
<u>23479/1</u>	GE 2PK 32W K&b LGT BULB	05/07/2018	06/11/2018	0.00 19.98
<u>23498/1</u>	AA BATTERY, FOIL TAPE, SxS COUPLING	05/08/2018	06/11/2018	0.00 30.95
<u>23513/1</u>	DRYER CORD, FLUSH OUTLET, RISE COVER	05/09/2018	06/11/2018	0.00 33.06
<u>23523/1</u>	ARO COUPLER, NPTM PLUG, GALV HEX BUSHING, PVC AI	05/09/2018	06/11/2018	0.00 25.76
<u>23534/1</u>	HEX KEY, ALK BATTERY, ELONG WD TOIL SEAT	05/10/2018	06/11/2018	0.00 58.60
<u>23552 /1</u>	CUST # 11239 1.88 X 54.6 YDS PACK TAPE	05/11/2018	06/11/2018	0.00 75.94
<u>23559/1</u>	BALL VALVE, HOLE STRAP, SXSXS TEE, HOSE CLAMPS	05/11/2018	06/11/2018	0.00 42.87
<u>23570 /1</u>	CUST # 11239 12" 1/4" .043 PICCO MICRO LOOP	05/14/2018	06/11/2018	0.00 41.98
<u>23571 /1</u>	CUST # 11239 12" 1/4" .043 PICCO MICRO LOOP	05/14/2018	05/14/2018	0.00 -41.98
<u>23591/1</u>	FORG BYPASS PRUNER	05/14/2018	06/11/2018	0.00 20.99
<u>23601/1</u>	LABOR, CLEANED GEAR HEAD, OIL PUMP, TUNED UNIT	05/15/2018	06/11/2018	0.00 30.00
<u>23616/1</u>	PVC CUTTING TOOL, ELBOW, RUBB STOPPER, PIPE CEME	05/16/2018	06/11/2018	0.00 22.73
<u>23618/1</u>	STEPLADDER, LED STR LIGHT, ORNAM PULL, RESID TUBE	05/16/2018	06/11/2018	0.00 222.59
<u>23619/1</u>	WHT 90DEG SxS Ell, WHT SxS COUPLING	05/16/2018	06/11/2018	0.00 8.30
<u>23634/1</u>	V116 4X43/4 T PLATES, SCEWS, NUTS & BOLTS	05/16/2018	06/11/2018	0.00 83.53
<u>23651 /1</u>	CUST # 11239 5/32 SWISS FILES	05/17/2018	06/11/2018	0.00 5.99
<u>23671/1</u>	PRUNER, SHELF BRACKET, TISSUE HOLDER, SHELF	05/18/2018	06/11/2018	0.00 672.64
<u>23675/1</u>	2WY CONNECTOR, RUBB HOSE WASHER, SOAKER HOSE	05/18/2018	06/11/2018	0.00 94.74
<u>23679/1</u>	4" FLT CORNER IRON, SCREWS, NUTS & BOLTS	05/18/2018	06/11/2018	0.00 8.19
<u>23701/1</u>	8X8X16 REGULAR BLOCK, YELLOW BIN	05/21/2018	06/11/2018	0.00 26.35
<u>23724/1</u>	ACRY CANOP DIVERTHANDLE	05/22/2018	06/11/2018	0.00 6.99
<u>23739/1</u>	NYL GDN HOSE, TOUNGE & GROOVE PLIER, WETDRY VAC	05/23/2018	06/11/2018	0.00 80.97
<u>23755/1</u>	BPCHR LEV FAUCET/POP UP	05/24/2018	06/11/2018	0.00 59.99
<u>23761/1</u>	GDN HOSE, SOLV CEMENT, PRPL PRIMER, PLUG, GATE V/	05/24/2018	06/11/2018	0.00 75.41
<u>23769 /1</u>	CUST # 11239 .325 63G RAPID MICRO COMFORT 3	05/25/2018	06/11/2018	0.00 23.99
<u>23770 /1</u>	CUST # 11239 14" 1/4" .043 PICCO MICRO LOOP	05/25/2018	06/11/2018	0.00 24.99
<u>CM0000563</u>	8X8X16 REGULAR BLOCK - CREDIT RETURN	05/21/2018	05/21/2018	0.00 -13.93

Vendor Number	Vendor Name			Total Vendor Amount
<u>LOCMOT</u>	LOCKHART MOTOR CO.,INC.			4,666.19
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		06/06/2018	4,666.19	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
<u>C110925</u>	2014 FOR EXPLORER REPAIR	05/16/2018	06/11/2018	0.00 4,633.09
<u>T44024</u>	OXYGEN SENSOR	05/22/2018	06/11/2018	0.00 33.10

Vendor Number	Vendor Name			Total Vendor Amount
<u>LULCHE</u>	LULING CHEVROLET			156.00
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		06/06/2018	156.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
<u>100333</u>	VALVE KIT	05/21/2018	06/11/2018	0.00 156.00

Vendor Number	Vendor Name			Total Vendor Amount
<u>ICOJAN</u>	M.B. HAMMO ENTERPRISES, LLC			1,296.96
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		06/06/2018	1,296.96	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
<u>4951</u>	TOILET PAPER REGULAR / ROSES	05/09/2018	06/11/2018	0.00 784.03

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5032 TOILET PAPER REGULAR / ROSES 05/23/2018 06/11/2018 0.00 512.93

Vendor Number Vendor Name Total Vendor Amount
MARPLU MARK'S PLUMBING PARTS 289.77

Payment Type Payment Number Payment Date Payment Amount
 Check 06/06/2018 289.77

Payable Number Description Payable Date Due Date Discount Amount Payable Amount
INV001708462 CUST ID: 278898 CHICAGO MVP UPPER & LOWER CARTF 05/09/2018 06/11/2018 0.00 289.77

Vendor Number Vendor Name Total Vendor Amount
NETDAT NET DATA 1,480.00

Payment Type Payment Number Payment Date Payment Amount
 Check 06/06/2018 1,480.00

Payable Number Description Payable Date Due Date Discount Amount Payable Amount
52018 MAY 2018 06/05/2018 06/11/2018 0.00 1,480.00

Vendor Number Vendor Name Total Vendor Amount
OBAFUN O'BANNON FUNERAL HOME 1,371.00

Payment Type Payment Number Payment Date Payment Amount
 Check 06/06/2018 1,371.00

Payable Number Description Payable Date Due Date Discount Amount Payable Amount
42918 JOHN JOSEPH GRIGAR III DOD: 4/29/18 DOS: 4/29/18 04/29/2018 06/11/2018 0.00 550.00
51018 MICHAEL WALKER, DOD: 5/10/18 DOS: 5/25/18 05/10/2018 06/11/2018 0.00 821.00

Vendor Number Vendor Name Total Vendor Amount
OFFIDE OFFICE DEPOT 364.51

Payment Type Payment Number Payment Date Payment Amount
 Check 06/06/2018 364.51

Payable Number Description Payable Date Due Date Discount Amount Payable Amount
132750453001 ACCT # 43682634 DIVIDER, INDEX, 8 TAB/4PK, AST 04/30/2018 06/11/2018 0.00 84.93
132756240001 ACCT # 43682634 DIVIDER, IM, 8 TAB, CLEARVIEW 04/28/2018 06/11/2018 0.00 65.03
134495471001 ACCT # 43682634 DRUM, MFC8300, DR400 05/03/2018 06/11/2018 0.00 162.95
138779086001 ACCT # 43682634 MARKER, CHISEL, SHARPIE, BL 05/16/2018 06/11/2018 0.00 51.60

Vendor Number Vendor Name Total Vendor Amount
O'REIL O'REILLY AUTOMOTIVE, INC. 776.52

Payment Type Payment Number Payment Date Payment Amount
 Check 06/06/2018 776.52

Payable Number Description Payable Date Due Date Discount Amount Payable Amount
0642-200235 OIL FILTER 04/14/2018 06/11/2018 0.00 8.18
0642-203236 FUEL/WATER 05/01/2018 06/11/2018 0.00 13.03
0642-203378 CABLE TIE 05/02/2018 06/11/2018 0.00 17.98
0642-203722 IGN COIL, SPARK PLUG 2002 FORD F-150 V8 05/04/2018 06/11/2018 0.00 50.84
0642-203724 GREASE FTG 05/04/2018 06/11/2018 0.00 15.98
0642-203821 CUST # 188092 ALTERNATOR 05/04/2018 06/11/2018 0.00 432.82
0642-204277 8OZ ANTISEIZE, 36MLTHRDLOCK 05/07/2018 06/11/2018 0.00 31.98
0642-204281 14 OZ. BRAKECLN 05/07/2018 06/11/2018 0.00 23.88
0642-204364 CUST # 188092 ALTERNATOR 05/07/2018 06/11/2018 0.00 62.88
0642-204457 CUST # 188092 PULLER 05/08/2018 06/11/2018 0.00 78.98
0642-204490 CUST # 188092 PULLER 05/08/2018 05/08/2018 0.00 -78.98
0642-204713 CUST # 188092 ORGIN INV # 642-204364 05/09/2018 06/11/2018 0.00 0.01
0642-204713 R CUST # 188092 WARRANTY 05/09/2018 06/11/2018 0.00 -0.01
0642-205723 VALVE 05/15/2018 06/11/2018 0.00 20.65
0642-205888 CUST # 188092 ALTERNATOR 05/16/2018 05/16/2018 0.00 -495.70
0642-206071 O2 SENSOR 05/17/2018 06/11/2018 0.00 51.19
0642-206719 MINI LAMP 05/21/2018 06/11/2018 0.00 2.52
0642-206946 HAND PUMP 05/22/2018 06/11/2018 0.00 70.09
0642-207068 STARTER, CORE CHARGE 05/23/2018 06/11/2018 0.00 139.62
0642-207223 BRAKE ROTOR 05/24/2018 06/11/2018 0.00 202.44
0642-207271 OIL FILTER 05/24/2018 06/11/2018 0.00 14.07
0642-207385 ADAPTER, CAPSULE 05/25/2018 06/11/2018 0.00 54.52
0642-208349 5-20 1QT MOTOR OIL, 10-30 1QT MOTOR OIL 05/30/2018 06/11/2018 0.00 129.24

Payment Register

APPKT02557 - 6/11/18 A/P RUN

<u>CM0000560</u>	IGN COIL, SPARK PLUG CREDIT	04/30/2018	04/30/2018	0.00	-50.84
<u>CM0000561</u>	OIL FILTER	04/14/2018	04/14/2018	0.00	-8.85
<u>CM0000562</u>	CORE RETURN	05/23/2018	05/23/2018	0.00	-10.00

Vendor Number	Vendor Name				Total Vendor Amount
<u>OVESUP</u>	OVERALL SUPPLY, INC				362.16
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		06/06/2018	362.16		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>IN00098839</u>	CUST A/C # 166242 BRAKE & PARTS CLN EARTH	05/17/2018	06/11/2018	0.00	362.16

Vendor Number	Vendor Name				Total Vendor Amount
<u>PATMAR</u>	PATHMARK TRAFFIC PROD. OF TX INC				2,526.00
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		06/06/2018	2,526.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>027547</u>	6" GALV CHANNEL POST, 6X12 ALUM BLANK	05/18/2018	06/11/2018	0.00	2,526.00

Vendor Number	Vendor Name				Total Vendor Amount
<u>PFGTEM</u>	PFG-TEMPLE				4,160.14
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		06/06/2018	4,160.14		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>9144720</u>	CUST # 435577 DRY GROCERY / FROZEN	05/10/2018	06/11/2018	0.00	701.32
<u>9147904</u>	CUST # 435577 DRY GROCERY / FROZEN	05/14/2018	06/11/2018	0.00	710.94
<u>9152057</u>	CUST # 435577 DRY GROCERY / FROZEN	05/17/2018	06/11/2018	0.00	574.53
<u>9155218</u>	CUST # 435577 DRY GROCERY / FROZEN	05/21/2018	06/11/2018	0.00	572.62
<u>9159520</u>	CUST # 435577 DRY GROCERY / FROZEN	05/24/2018	06/11/2018	0.00	802.92
<u>9162623</u>	CUST # 435577 DRY GROCERY / FROZEN	05/28/2018	06/11/2018	0.00	797.81

Vendor Number	Vendor Name				Total Vendor Amount
<u>RDOEQU</u>	RDO EQUIPMENT CO.				360.87
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		06/06/2018	360.87		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>P65036</u>	ACCT # 7269004 LAMP	05/14/2018	06/11/2018	0.00	106.01
<u>P65037</u>	ACCT # 7269004 WEATHERSTR	05/14/2018	06/11/2018	0.00	254.86

Vendor Number	Vendor Name				Total Vendor Amount
<u>TRATRA</u>	RICHARD AVILA				300.00
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		06/06/2018	300.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>52018</u>	STAR FUNK HOUSE DOS: 5/20/18	06/01/2018	06/11/2018	0.00	300.00

Vendor Number	Vendor Name				Total Vendor Amount
<u>ROBMAD</u>	ROBERT MADDEN, INC.				272.00
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		06/06/2018	272.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>4286569</u>	CUST # 2621 BORESCOPE	05/30/2018	06/11/2018	0.00	272.00

Vendor Number	Vendor Name				Total Vendor Amount
<u>ROBBRA</u>	ROBIN BRAME				41.42
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		06/06/2018	41.42		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>5312018</u>	DAY IN COURT 5/31/18 DOCKET	05/31/2018	06/11/2018	0.00	41.42

Payment Register

Vendor Number	Vendor Name					Total Vendor Amount
<u>RUSTRU</u>	RUSH TRUCK CENTER					2,719.61
Payment Type	Payment Number					Payment Date Payment Amount
Check						06/06/2018 2,719.61
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>3010578127</u>	CUST # 121177 SERIAL # 3FRXF75Z89V146229	05/17/2018	06/11/2018	0.00	2,719.61	

Vendor Number	Vendor Name					Total Vendor Amount
<u>RYASAN</u>	RYAN JAMES SANDERS					350.00
Payment Type	Payment Number					Payment Date Payment Amount
Check						06/06/2018 350.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>032312</u>	LIGHT INSTALL	05/31/2018	06/11/2018	0.00	350.00	

Vendor Number	Vendor Name					Total Vendor Amount
<u>SBCONT</u>	SB CONTRACTORS, LLC					15,112.12
Payment Type	Payment Number					Payment Date Payment Amount
Check						06/06/2018 15,112.12
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>16</u>	CSJ 0914-22-064 3/23 - 5/04/18	05/04/2018	06/11/2018	0.00	15,112.12	

Vendor Number	Vendor Name					Total Vendor Amount
<u>SCHSON</u>	SCHMIDT & SONS, INC					5,176.10
Payment Type	Payment Number					Payment Date Payment Amount
Check						06/06/2018 5,176.10
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>0431031-IN</u>	CUST # 05-CALDCO TEXAS LOW EMISSION DIESEL FUEL	05/10/2018	06/11/2018	0.00	5,176.10	

Vendor Number	Vendor Name					Total Vendor Amount
<u>SMISUP</u>	SMITH SUPPLY CO.- LOCKHART					1,097.45
Payment Type	Payment Number					Payment Date Payment Amount
Check						06/06/2018 1,097.45
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>769019</u>	CAR SCREW 5/16 X 3-1/4	05/01/2018	06/11/2018	0.00	19.10	
<u>769259</u>	POLY LEAF RAKE LP18	05/03/2018	06/11/2018	0.00	8.95	
<u>769272</u>	CAR SCREW 5/16 X 3	05/03/2018	06/11/2018	0.00	45.00	
<u>769956</u>	BREAKER 30 AMP	05/09/2018	06/11/2018	0.00	23.95	
<u>770514</u>	DRIP SOAKER, INLINE DRIPPERS, ADJ SPRAY	05/14/2018	06/11/2018	0.00	30.45	
<u>770575</u>	18" X 30' METAL CULVERT 16GA	05/14/2018	06/11/2018	0.00	434.70	
<u>770992</u>	DEMON WP 4 - 9.5 CRM PER PKG	05/17/2018	06/11/2018	0.00	25.90	
<u>771374</u>	CAR SCREW 5/16 X 2-1/2 100/CTN	05/21/2018	06/11/2018	0.00	298.50	
<u>771411</u>	BLICK 8X8X16 HEAVY, 2 HOLE	05/21/2018	06/11/2018	0.00	10.80	
<u>771485</u>	CAR SCREW 5/16 X 3	05/22/2018	06/11/2018	0.00	45.80	
<u>771637</u>	GELL CELL 12V 7AMP	05/23/2018	06/11/2018	0.00	67.80	
<u>771643</u>	12 VOLT BATTERY	05/23/2018	06/11/2018	0.00	66.65	
<u>771669</u>	CROSS PVC, BUSING PVC, BALL VALVE, ADAPTER PVC	05/23/2018	06/11/2018	0.00	40.15	
<u>771694</u>	VINYL TUBING, HOSE, PVC NIPPLE, CONNECTORS	05/23/2018	06/11/2018	0.00	24.00	
<u>771717</u>	ELL PVC, EXPND COMP COUP, BRASS NIPPLE	05/23/2018	06/11/2018	0.00	6.40	
<u>771782</u>	BIFEN I/T 4OZ	05/24/2018	06/11/2018	0.00	15.95	
<u>CM0000564</u>	12 VOLT BATTERY, REF INV	05/24/2018	06/11/2018	0.00	-66.65	

Vendor Number	Vendor Name					Total Vendor Amount
<u>SOUTIR</u>	SOUTHERN TIRE MART, LLC					374.88
Payment Type	Payment Number					Payment Date Payment Amount
Check						06/06/2018 374.88
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>63249833</u>	CUST # 142726 TRANSFORCE HT BW	05/18/2018	06/11/2018	0.00	374.88	

Payment Register

Vendor Number <u>SOUWRE</u>	Vendor Name SOUTHSIDE WRECKER, INC.			Total Vendor Amount 327.00	
Payment Type Check	Payment Number	Payment Date	Payment Amount		
		06/06/2018	327.00		
Payable Number <u>593273</u>	Description DUMP TRUCK LIC # 1285576	Payable Date 05/09/2018	Due Date 06/11/2018	Discount Amount 0.00	Payable Amount 327.00

Vendor Number <u>SPRINT</u>	Vendor Name SPRINT			Total Vendor Amount 37.99	
Payment Type Check	Payment Number	Payment Date	Payment Amount		
		06/06/2018	37.99		
Payable Number <u>122236591-110</u>	Description ACCT # 122236591 4/17 - 5/16/18	Payable Date 05/20/2018	Due Date 06/11/2018	Discount Amount 0.00	Payable Amount 37.99

Vendor Number <u>SYSO</u>	Vendor Name SYSCO CENTRAL TEXAS, INC			Total Vendor Amount 16,123.87	
Payment Type Check	Payment Number	Payment Date	Payment Amount		
		06/06/2018	16,123.87		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>213476118</u>	CUST # 043430 CHEMICAL & JANITORIAL	05/09/2018	06/11/2018	0.00	298.70
<u>213476119</u>	CUST # 043430 DAIRY / MEATS / SEAFOOD/ POULTRY	05/09/2018	06/11/2018	0.00	3,048.79
<u>213482551</u>	CUST # 043430 DAIRY / MEATS / SEAFOOD / POULTRY	05/11/2018	06/11/2018	0.00	2,420.79
<u>213495315</u>	CUST # 043430 DAIRY / MEATS / SEAFOOD / POULTRY	05/16/2018	06/11/2018	0.00	2,326.09
<u>213514049</u>	CUST # 043430 CHEMICAL / JANITORIAL	05/23/2018	06/11/2018	0.00	165.48
<u>213514050</u>	CUST # 043430 DAIRY / MEATS / SEAFOOD / FROZEN /	05/23/2018	06/11/2018	0.00	2,555.00
<u>213520155</u>	CUST # 043430 DAIRY / MEATS / SEAFOOD / POULTRY /	05/25/2018	06/11/2018	0.00	2,638.96
<u>213520156</u>	CUST # 043430 CAN & DRY	05/25/2018	06/11/2018	0.00	11.49
<u>513501558</u>	CUST # 043430 DAIRY / MEATS / SEAFOOD / POULTRY	05/18/2018	06/11/2018	0.00	2,658.57

Vendor Number <u>RICHIC</u>	Vendor Name THE LAW OFFICE OF TREY HICKS, PLLC			Total Vendor Amount 300.00	
Payment Type Check	Payment Number	Payment Date	Payment Amount		
		06/06/2018	300.00		
Payable Number <u>2678-18CC</u>	Description CAUSE # 2678-18CC P.D.M.	Payable Date 05/18/2018	Due Date 06/11/2018	Discount Amount 0.00	Payable Amount 300.00

Vendor Number <u>CARWAR</u>	Vendor Name THE LAW OFFICES OF CARRIE WARD PLLC			Total Vendor Amount 434.00	
Payment Type Check	Payment Number	Payment Date	Payment Amount		
		06/06/2018	434.00		
Payable Number <u>18-FL-118_2</u>	Description CAUSE # 18-FL-118 B.B.S.B.	Payable Date 05/17/2018	Due Date 06/11/2018	Discount Amount 0.00	Payable Amount 434.00

Vendor Number <u>THYSS</u>	Vendor Name THYSSENKRUPP ELEVATOR			Total Vendor Amount 499.00	
Payment Type Check	Payment Number	Payment Date	Payment Amount		
		06/06/2018	499.00		
Payable Number <u>572018</u>	Description CONTRACT # US33395 (C201US)	Payable Date 05/07/2018	Due Date 06/11/2018	Discount Amount 0.00	Payable Amount 499.00

Vendor Number <u>UNIFIR</u>	Vendor Name UNIFIRST CORPORATION			Total Vendor Amount 763.41	
Payment Type Check	Payment Number	Payment Date	Payment Amount		
		06/06/2018	763.41		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>822 2077144</u>	CUST # 222727 RTE # F6140 SHERIFF'S	05/11/2018	06/11/2018	0.00	59.30
<u>822 2077553</u>	CUST # 222727 RTE # F2900 PRCT # 2	05/14/2018	06/11/2018	0.00	42.85
<u>822 2078821</u>	CUST # 222727 RTE # G4200 PRCT # 3	05/16/2018	06/11/2018	0.00	39.05
<u>822 2079823</u>	CUST # 222727 RTE F2900 PRCT # 2	05/21/2018	06/11/2018	0.00	42.85
<u>822 2081643</u>	CUST # 222727 RTE # F6140 SHERIFF'S	05/25/2018	06/11/2018	0.00	59.30
<u>822 2081711</u>	CUST # 222727 RTE # F6110 COURT HOUSE	05/25/2018	06/11/2018	0.00	217.45
<u>822 2082049</u>	CUST # 222727 RTE # F2900 PRCT # 2	05/28/2018	06/11/2018	0.00	42.85

Payment Register

APPKT02557 - 6/11/18 A/P RUN

<u>822 2083351</u>	CUST # 222727 PRCT # 3	05/30/2018	06/11/2018	0.00	39.05
<u>822 2084002</u>	CUST # 222727 RTE # F6110 COURT HOUSE	06/01/2018	06/11/2018	0.00	220.71

Vendor Number	Vendor Name			Total Vendor Amount	
<u>XERCOR</u>	XEROX CORPORATION			3,880.11	
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		06/06/2018	3,880.11		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>1175723</u>	CONTRACT # 010-0063777-001 4/30 - 5/29/18	05/23/2018	06/11/2018	0.00	3,880.11

Vendor Number	Vendor Name			Total Vendor Amount	
<u>YOUAUT</u>	YOUNGBLOOD AUTOMOTIVE & TIRE			1,940.45	
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		06/06/2018	1,940.45		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>254657</u>	SERVICE CALL	05/15/2018	06/11/2018	0.00	1,940.45

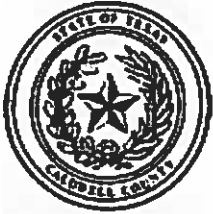
Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
AP BNK	Check	265	79	0.00	372,752.85
Packet Totals:		265	79	0.00	372,752.85

Cash Fund Summary

Fund	Name	Amount
999	POOLED CASH	-372,752.85
Packet Totals:		-372,752.85

- 2. Ratify re-occurring County payments in the amount of:**
 - A. \$ 299,044.96 (Payroll for 05/16/2018 - 05/31/2018)**



Caldwell County, TX

Detail Register Payroll Summary

Packet: PYPKT00988 - 05312018 payroll
Payroll Set: 01 - Payroll Set 01

Pay Period: 05/16/2018 - 05/31/2018

Total Direct Deposits: 266,589.79
Total Check Amounts: 32,455.17

Males Paid: 131
Females Paid: 127
Total Employees: 258

EARNINGS

Pay Code	Units	Pay Amount
112 - Holiday	464.00	8,026.64
165 Stipend w/RET	0.00	1,667.50
CT	5.00	143.67
DA Supplement	0.00	151.67
Hourly	955.75	13,018.24
Jud Stip	1.00	200.39
Longevity w/RET	0.00	150.00
LWOP	60.00	-1,089.60
OT	119.00	1,765.54
PER DIEM ALLOWANCE	0.00	105.00
S	45.50	944.62
SAL	146.50	372,504.11
Vacation	44.00	851.70
Total:	1,840.75	398,439.48

TAXES

Code	Subject To	Employee	Employer
Federal W/H	360,707.35	29,489.06	0.00
MC	382,595.74	5,547.71	5,547.71
SS	382,595.74	23,720.91	23,720.91
Unemployment	365,572.74	0.00	0.00
Total:	58,757.68	29,268.62	29,268.62

DEDUCTIONS

Code	Subject To	Employee	Employer
400	389,686.37	19,484.39	17,302.18
520	0.00	2,404.00	0.00
530	0.00	1,327.38	0.00
540	0.00	165.46	0.00
550	0.00	908.45	0.00
551	0.00	3,156.15	0.00
552	0.00	520.49	0.00
560	0.00	75.00	0.00
580	0.00	166.00	0.00
590	0.00	8,950.20	71,821.03
610	0.00	260.07	0.00
615	0.00	2,308.45	0.00
620	0.00	381.71	0.00
Bankruptcy	0.00	529.09	0.00
Total:	40,636.84	89,123.21	89,123.21

RECAP 01 - Payroll Set 01

Earnings:	398,439.48	Benefits:	0.00	Deductions:	40,636.84	Taxes:	58,757.68	Net Pay:	299,044.96
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Payroll TAX \$ 88,026.30



Caldwell County, TX

Detail Register

Department Summary

Packet: PYPKT00988 - 05312018 payroll
Payroll Set: 01 - Payroll Set 01

Pay Period: 05/16/2018 - 05/31/2018

Department: 1000 - Courthouse Security

Total Direct Deposits: 7,729.17
Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	17.50
Hourly	20.00	716.60
SAL	6.00	9,508.40
Total:	26.00	10,242.50

TAXES

Code	Subject To	Employee	Employer
Federal W/H	9,375.90	688.32	0.00
MC	9,888.02	143.37	143.37
SS	9,888.02	613.06	613.06
Unemployment	10,198.25	0.00	0.00
Total:	39,350.19	1,444.75	756.43

DEDUCTIONS

Code	Subject To	Employee	Employer
400	10,242.50	512.12	454.78
550	0.00	44.25	0.00
551	0.00	59.00	0.00
580	0.00	4.98	0.00
590	0.00	172.93	2,087.68
615	0.00	78.30	0.00
620	0.00	197.00	0.00
Total:	10,242.50	1,068.58	2,542.46

RECAP 1000 - Courthouse Security

Earnings: 10,242.50 Benefits: 0.00 Deductions: 1,068.58 Taxes: 1,444.75 Net Pay: 7,729.17

Department: 1101 - Unit Road

Total Direct Deposits: 22,658.34
Total Check Amounts: 3,277.23

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	72.50
SAL	24.00	35,211.07
Total:	24.00	35,283.57

TAXES

Code	Subject To	Employee	Employer
Federal W/H	31,556.08	2,525.82	0.00
MC	33,320.23	483.16	483.16
SS	33,320.23	2,065.84	2,065.84
Unemployment	35,154.32	0.00	0.00
Total:	138,350.86	5,074.82	2,549.00

DEDUCTIONS

Code	Subject To	Employee	Employer
400	35,283.57	1,764.15	1,566.56
530	0.00	0.00	0.00
550	0.00	129.25	0.00
551	0.00	66.66	0.00
580	0.00	16.60	0.00
590	0.00	1,603.53	8,040.92
610	0.00	0.00	0.00
615	0.00	163.90	0.00
Bankruptcy	0.00	529.09	0.00
Total:	35,283.57	4,273.18	9,607.48

RECAP 1101 - Unit Road

Earnings: 35,283.57 Benefits: 0.00 Deductions: 4,273.18 Taxes: 5,074.82 Net Pay: 25,935.57

Department: 1102 - Vehicle Maintenance

Total Direct Deposits: 988.30
Total Check Amounts: 2,471.54

EARNINGS

Pay Code	Units	Pay Amount
SAL	3.00	4,431.35
Total:	3.00	4,431.35

DEDUCTIONS

Code	Subject To	Employee	Employer
400	4,431.35	221.57	196.75
550	0.00	14.05	0.00
551	0.00	50.00	0.00
580	0.00	1.66	0.00
590	0.00	0.00	1,035.66
615	0.00	17.50	0.00
Total:		304.78	1,232.41

TAXES

Code	Subject To	Employee	Employer
Federal W/H	4,128.23	333.98	0.00
MC	4,349.80	63.07	63.07
SS	4,349.80	269.68	269.68
Unemployment	4,417.30	0.00	0.00
Total:		666.73	332.75

RECAP 1102 - Vehicle Maintenance

Earnings:	4,431.35	Benefits:	0.00	Deductions:	304.78	Taxes:	666.73	Net Pay:	3,459.84
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Department: 1103 - Fleet Maintenance

Total Direct Deposits: 1,292.92
Total Check Amounts: 1,196.69

EARNINGS

Pay Code	Units	Pay Amount
SAL	2.00	3,077.51
Total:	2.00	3,077.51

DEDUCTIONS

Code	Subject To	Employee	Employer
400	3,077.51	153.87	136.64
580	0.00	1.66	0.00
590	0.00	0.00	690.44
615	0.00	17.55	0.00
Total:		173.08	827.08

TAXES

Code	Subject To	Employee	Employer
Federal W/H	2,906.09	180.73	0.00
MC	3,059.96	44.37	44.37
SS	3,059.96	189.72	189.72
Unemployment	3,077.51	0.00	0.00
Total:		414.82	234.09

RECAP 1103 - Fleet Maintenance

Earnings:	3,077.51	Benefits:	0.00	Deductions:	173.08	Taxes:	414.82	Net Pay:	2,489.61
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Department: 2120 - County Treasurer

Total Direct Deposits: 2,476.98
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
S	8.00	146.99
SAL	-6.00	3,374.40
Total:	2.00	3,521.39

TAXES

Code	Subject To	Employee	Employer
Federal W/H	2,950.88	227.54	0.00
MC	3,176.95	46.07	46.07
SS	3,176.95	196.97	196.97
Unemployment	1,592.42	0.00	0.00
Total:	470.58	243.04	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	3,521.39	176.07	156.35
520	0.00	50.00	0.00
551	0.00	118.66	0.00
580	0.00	3.32	0.00
590	0.00	172.93	706.80
615	0.00	52.85	0.00
Total:	573.83	863.15	

RECAP 2120 - County Treasurer

Earnings: 3,521.39 Benefits: 0.00 Deductions: 573.83 Taxes: 470.58 Net Pay: 2,476.98

Department: 2130 - County Auditor

Total Direct Deposits: 5,945.02
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
CT	5.00	143.67
S	2.50	57.29
SAL	-27.50	7,775.08
Vacation	24.00	450.47
Total:	4.00	8,426.51

TAXES

Code	Subject To	Employee	Employer
Federal W/H	7,424.48	842.25	0.00
MC	8,045.81	116.66	116.66
SS	8,045.81	498.85	498.85
Unemployment	8,394.01	0.00	0.00
Total:	1,457.76	615.51	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	8,426.51	421.33	374.13
520	0.00	200.00	0.00
550	0.00	32.50	0.00
551	0.00	122.72	0.00
580	0.00	3.32	0.00
590	0.00	172.93	1,052.02
610	0.00	18.38	0.00
615	0.00	52.55	0.00
Total:	1,023.73	1,426.15	

RECAP 2130 - County Auditor

Earnings: 8,426.51 Benefits: 0.00 Deductions: 1,023.73 Taxes: 1,457.76 Net Pay: 5,945.02

Department: 2140 - Tax Assessor-Collector

Total Direct Deposits: 6,491.27
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
S	16.00	267.40
SAL	-10.00	8,173.20
Vacation	8.00	107.69
Total:	14.00	8,548.29

TAXES

Code	Subject To	Employee	Employer
Federal W/H	7,754.41	622.95	0.00
MC	8,281.83	120.08	120.08
SS	8,281.83	513.47	513.47
Unemployment	6,638.55	0.00	0.00
Total:	1,256.50	633.55	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	8,548.29	427.42	379.55
520	0.00	100.00	0.00
551	0.00	50.83	0.00
580	0.00	6.64	0.00
590	0.00	172.93	2,087.68
615	0.00	42.70	0.00
Total:	800.52	2,467.23	

RECAP 2140 - Tax Assessor-Collector

Earnings:	8,548.29	Benefits:	0.00	Deductions:	800.52	Taxes:	1,256.50	Net Pay:	6,491.27
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Department: 2150 - County Clerk

Total Direct Deposits: 8,870.68
 Total Check Amounts: 940.75

EARNINGS

Pay Code	Units	Pay Amount
SAL	9.00	12,544.47
Total:	9.00	12,544.47

TAXES

Code	Subject To	Employee	Employer
Federal W/H	11,624.02	791.29	0.00
MC	12,301.24	178.36	178.36
SS	12,301.24	762.67	762.67
Unemployment	10,524.17	0.00	0.00
Total:	1,732.32	941.03	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	12,544.47	627.22	556.97
520	0.00	50.00	0.00
540	0.00	41.05	0.00
550	0.00	70.25	0.00
551	0.00	103.33	0.00
580	0.00	9.96	0.00
590	0.00	0.00	2,761.76
610	0.00	29.26	0.00
615	0.00	69.65	0.00
Total:	1,000.72	3,318.73	

RECAP 2150 - County Clerk

Earnings:	12,544.47	Benefits:	0.00	Deductions:	1,000.72	Taxes:	1,732.32	Net Pay:	9,811.43
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Department: 3000 - County Clerk

Total Direct Deposits: 1,099.26
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
SAL	1.00	1,309.96
Total:	1.00	1,309.96

DEDUCTIONS

Code	Subject To	Employee	Employer
400	1,309.96	65.50	58.16
520	0.00	10.00	0.00
551	0.00	33.00	0.00
580	0.00	1.66	0.00
590	0.00	0.00	345.22
Total:		110.16	403.38

TAXES

Code	Subject To	Employee	Employer
Federal W/H	1,201.46	2.85	0.00
MC	1,276.96	18.52	18.52
SS	1,276.96	79.17	79.17
Unemployment	1,309.96	0.00	0.00
Total:		100.54	97.69

RECAP 3000 - County Clerk

Earnings:	1,309.96	Benefits:	0.00	Deductions:	110.16	Taxes:	100.54	Net Pay:	1,099.26
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Department: 3200 - District Attorney

Total Direct Deposits: 20,909.35
 Total Check Amounts: 147.77

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	17.50
DA Supplement	0.00	151.67
Longevity w/RET	0.00	150.00
SAL	14.00	28,545.85
Total:	14.00	28,865.02

DEDUCTIONS

Code	Subject To	Employee	Employer
400	28,865.02	1,443.26	1,281.59
520	0.00	60.00	0.00
550	0.00	18.25	0.00
551	0.00	662.50	0.00
552	0.00	104.16	0.00
580	0.00	16.60	0.00
590	0.00	691.72	4,553.30
610	0.00	0.00	0.00
615	0.00	86.15	0.00
Total:		3,082.64	5,834.89

TAXES

Code	Subject To	Employee	Employer
Federal W/H	25,798.98	2,636.65	0.00
MC	27,302.24	395.87	395.87
SS	27,302.24	1,692.74	1,692.74
Unemployment	28,677.60	0.00	0.00
Total:		4,725.26	2,088.61

RECAP 3200 - District Attorney

Earnings:	28,865.02	Benefits:	0.00	Deductions:	3,082.64	Taxes:	4,725.26	Net Pay:	21,057.12
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Department: 3220 - District Clerk

Total Direct Deposits: 8,490.31
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
SAL	8.00	11,345.58
Total:	8.00	11,345.58

DEDUCTIONS

Code	Subject To	Employee	Employer
400	11,345.58	567.28	503.75
551	0.00	58.00	0.00
580	0.00	4.98	0.00
590	0.00	534.51	2,450.16
615	0.00	74.95	0.00
Total:		1,239.72	2,953.91

TAXES

Code	Subject To	Employee	Employer
Federal W/H	10,110.84	798.68	0.00
MC	10,678.12	154.82	154.82
SS	10,678.12	662.05	662.05
Unemployment	9,389.57	0.00	0.00
Total:		1,615.55	816.87

RECAP 3220 - District Clerk

Earnings:	11,345.58	Benefits:	0.00	Deductions:	1,239.72	Taxes:	1,615.55	Net Pay:	8,490.31
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Department: 3230 - District Judge

Total Direct Deposits: 2,193.77
 Total Check Amounts: 3,810.36

EARNINGS

Pay Code	Units	Pay Amount
Hourly	1.00	750.00
SAL	8.00	7,233.35
Total:	9.00	7,983.35

DEDUCTIONS

Code	Subject To	Employee	Employer
400	7,983.35	399.17	354.46
520	0.00	100.00	0.00
551	0.00	84.00	0.00
580	0.00	1.66	0.00
590	0.00	345.86	723.16
615	0.00	88.45	0.00
Total:		1,019.14	1,077.62

TAXES

Code	Subject To	Employee	Employer
Federal W/H	6,965.87	389.01	0.00
MC	7,465.04	108.24	108.24
SS	7,465.04	462.83	462.83
Unemployment	7,933.35	0.00	0.00
Total:		960.08	571.07

RECAP 3230 - District Judge

Earnings:	7,983.35	Benefits:	0.00	Deductions:	1,019.14	Taxes:	960.08	Net Pay:	6,004.13
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Department: 3240 - County Court Law

Total Direct Deposits: 2,171.46
 Total Check Amounts: 3,788.19

EARNINGS

Pay Code	Units	Pay Amount
Jud Stip	1.00	200.39
SAL	2.00	9,012.69
Total:	3.00	9,213.08

TAXES

Code	Subject To	Employee	Employer
Federal W/H	7,361.35	726.82	0.00
MC	8,822.00	127.92	127.92
SS	8,822.00	546.96	546.96
Unemployment	2,709.19	0.00	0.00
Total:	1,401.70	674.88	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	9,213.08	460.65	409.06
520	0.00	1,000.00	0.00
550	0.00	29.50	0.00
590	0.00	361.58	707.70
Total:	1,851.73	1,116.76	

RECAP 3240 - County Court Law

Earnings: 9,213.08 Benefits: 0.00 Deductions: 1,851.73 Taxes: 1,401.70 Net Pay: 5,959.65

Department: 3251 - JP Prect. 1

Total Direct Deposits: 2,602.96
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	17.50
SAL	3.00	4,206.36
Total:	3.00	4,223.86

TAXES

Code	Subject To	Employee	Employer
Federal W/H	3,166.46	228.45	0.00
MC	3,377.66	48.98	48.98
SS	3,377.66	209.41	209.41
Unemployment	2,586.43	0.00	0.00
Total:	486.84	258.39	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	4,223.86	211.20	187.54
550	0.00	41.38	0.00
551	0.00	186.25	0.00
560	0.00	75.00	0.00
580	0.00	1.66	0.00
590	0.00	539.52	1,064.31
615	0.00	79.05	0.00
Total:	1,134.06	1,251.85	

RECAP 3251 - JP Prect. 1

Earnings: 4,223.86 Benefits: 0.00 Deductions: 1,134.06 Taxes: 486.84 Net Pay: 2,602.96

Department: 3252 - JP Prect. 2

Total Direct Deposits: 3,327.94
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	17.50
SAL	3.00	4,217.83
Total:	3.00	4,235.33

TAXES

Code	Subject To	Employee	Employer
Federal W/H	3,982.21	315.49	0.00
MC	4,193.98	60.81	60.81
SS	4,193.98	260.02	260.02
Unemployment	2,609.15	0.00	0.00
Total:	636.32	320.83	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	4,235.33	211.77	188.05
580	0.00	3.32	0.00
590	0.00	0.00	1,035.66
610	0.00	14.63	0.00
615	0.00	41.35	0.00
Total:	271.07	1,223.71	

RECAP 3252 - JP Prect. 2

Earnings: 4,235.33 Benefits: 0.00 Deductions: 271.07 Taxes: 636.32 Net Pay: 3,327.94

Department: 3253 - JP Prect. 3

Total Direct Deposits: 2,141.58
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	17.50
SAL	2.00	2,926.60
Total:	2.00	2,944.10

TAXES

Code	Subject To	Employee	Employer
Federal W/H	2,476.96	134.63	0.00
MC	2,624.17	38.05	38.05
SS	2,624.17	162.70	162.70
Unemployment	1,317.92	0.00	0.00
Total:	335.38	200.75	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	2,944.10	147.21	130.72
550	0.00	14.75	0.00
551	0.00	100.00	0.00
590	0.00	172.93	706.80
615	0.00	32.25	0.00
Total:	467.14	837.52	

RECAP 3253 - JP Prect. 3

Earnings: 2,944.10 Benefits: 0.00 Deductions: 467.14 Taxes: 335.38 Net Pay: 2,141.58

Department: 3254 - JP Prect. 4

Total Direct Deposits: 1,735.08
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	17.50
SAL	2.00	2,926.60
Total:	2.00	2,944.10

TAXES

Code	Subject To	Employee	Employer
Federal W/H	2,427.18	195.11	0.00
MC	2,574.39	37.33	37.33
SS	2,574.39	159.61	159.61
Unemployment	1,317.92	0.00	0.00
Total:	7,924.08	392.05	196.94

DEDUCTIONS

Code	Subject To	Employee	Employer
400	2,944.10	147.21	130.72
530	0.00	262.50	0.00
540	0.00	34.23	0.00
580	0.00	3.32	0.00
590	0.00	345.86	723.16
615	0.00	23.85	0.00
Total:	2,944.10	816.97	853.88

RECAP 3254 - JP Prect. 4

Earnings: 2,944.10 Benefits: 0.00 Deductions: 816.97 Taxes: 392.05 Net Pay: 1,735.08

Department: 4300 - County Sheriff

Total Direct Deposits: 50,154.60
 Total Check Amounts: 2,171.66

EARNINGS

Pay Code	Units	Pay Amount
112 - Holiday	176.00	3,158.02
165 Stipend w/RET	0.00	557.50
Hourly	30.00	1,074.90
SAL	38.00	64,636.71
Total:	244.00	69,427.13

TAXES

Code	Subject To	Employee	Employer
Federal W/H	63,777.58	5,629.83	0.00
MC	67,327.94	976.26	976.26
SS	67,327.94	4,174.29	4,174.29
Unemployment	66,128.75	0.00	0.00
Total:	204,563.21	10,780.38	5,150.55

DEDUCTIONS

Code	Subject To	Employee	Employer
400	69,427.13	3,471.36	3,082.57
520	0.00	79.00	0.00
530	0.00	505.50	0.00
540	0.00	38.13	0.00
550	0.00	110.88	0.00
551	0.00	398.00	0.00
580	0.00	24.90	0.00
590	0.00	1,210.51	11,852.00
610	0.00	102.41	0.00
615	0.00	379.80	0.00
Total:	69,427.13	6,320.49	14,934.57

RECAP 4300 - County Sheriff

Earnings: 69,427.13 Benefits: 0.00 Deductions: 6,320.49 Taxes: 10,780.38 Net Pay: 52,326.26

Department: 4310 - County Jail

Total Direct Deposits: 63,061.99
 Total Check Amounts: 4,570.86

EARNINGS

Pay Code	Units	Pay Amount
112 - Holiday	288.00	4,868.62
165 Stipend w/RET	0.00	215.00
Hourly	8.00	132.35
LWOP	60.00	-1,089.60
SAL	56.00	83,548.47
Total:	412.00	87,674.84

TAXES

Code	Subject To	Employee	Employer
Federal W/H	81,615.18	6,694.81	0.00
MC	86,098.99	1,248.51	1,248.51
SS	86,098.99	5,338.18	5,338.18
Unemployment	87,530.84	0.00	0.00
Total:	13,281.50	6,586.69	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	87,674.84	4,383.81	3,892.87
520	0.00	100.00	0.00
530	0.00	429.38	0.00
550	0.00	144.00	0.00
551	0.00	116.33	0.00
580	0.00	28.22	0.00
590	0.00	691.72	18,016.88
610	0.00	58.52	0.00
615	0.00	623.80	0.00
620	0.00	184.71	0.00
Total:	6,760.49	21,909.75	

RECAP 4310 - County Jail

Earnings: 87,674.84 Benefits: 0.00 Deductions: 6,760.49 Taxes: 13,281.50 Net Pay: 67,632.85

Department: 4321 - Constables-Pct. 1

Total Direct Deposits: 451.97
 Total Check Amounts: 871.79

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	17.50
Hourly	41.50	518.75
SAL	1.00	1,040.52
Total:	42.50	1,576.77

TAXES

Code	Subject To	Employee	Employer
Federal W/H	1,497.93	53.55	0.00
MC	1,576.77	22.86	22.86
SS	1,576.77	97.76	97.76
Unemployment	518.75	0.00	0.00
Total:	174.17	120.62	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	1,576.77	78.84	70.01
Total:	78.84	70.01	

RECAP 4321 - Constables-Pct. 1

Earnings: 1,576.77 Benefits: 0.00 Deductions: 78.84 Taxes: 174.17 Net Pay: 1,323.76

Department: 4322 - Constables-Pct. 2

Total Direct Deposits: 1,511.71
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	17.50
Hourly	75.00	937.50
SAL	1.00	1,040.52
Total:	76.00	1,995.52

TAXES

Code	Subject To	Employee	Employer
Federal W/H	1,887.34	223.61	0.00
MC	1,987.12	28.81	28.81
SS	1,987.12	123.21	123.21
Unemployment	1,995.52	0.00	0.00
Total:	375.63	152.02	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	1,995.52	99.78	88.61
590	0.00	0.00	345.22
615	0.00	8.40	0.00
Total:	108.18	433.83	

RECAP 4322 - Constables-Pct. 2

Earnings: 1,995.52 Benefits: 0.00 Deductions: 108.18 Taxes: 375.63 Net Pay: 1,511.71

Department: 4323 - Constables-Pct. 3

Total Direct Deposits: 1,744.24
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	17.50
Hourly	77.00	1,382.44
SAL	1.00	1,040.52
Total:	78.00	2,440.46

TAXES

Code	Subject To	Employee	Employer
Federal W/H	2,092.16	46.87	0.00
MC	2,214.18	32.11	32.11
SS	2,214.18	137.28	137.28
Unemployment	2,410.96	0.00	0.00
Total:	216.26	169.39	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	2,440.46	122.02	108.36
530	0.00	130.00	0.00
550	0.00	29.50	0.00
580	0.00	1.66	0.00
590	0.00	172.93	361.58
615	0.00	23.85	0.00
Total:	479.96	469.94	

RECAP 4323 - Constables-Pct. 3

Earnings: 2,440.46 Benefits: 0.00 Deductions: 479.96 Taxes: 216.26 Net Pay: 1,744.24

Department: 4324 - Constables-Pct. 4

Total Direct Deposits: 1,460.87
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	17.50
Hourly	50.00	974.95
SAL	1.00	1,040.52
Total:	51.00	2,032.97

TAXES

Code	Subject To	Employee	Employer
Federal W/H	1,714.04	112.60	0.00
MC	1,815.69	26.33	26.33
SS	1,815.69	112.58	112.58
Unemployment	974.95	0.00	0.00
Total:	251.51	138.91	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	2,032.97	101.65	90.26
550	0.00	20.50	0.00
580	0.00	1.66	0.00
590	0.00	172.93	361.58
615	0.00	23.85	0.00
Total:		320.59	451.84

RECAP 4324 - Constables-Pct. 4

Earnings: 2,032.97 Benefits: 0.00 Deductions: 320.59 Taxes: 251.51 Net Pay: 1,460.87

Department: 4330 - Driver's License

Total Direct Deposits: 582.17
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
Hourly	56.00	686.00
Total:	56.00	686.00

TAXES

Code	Subject To	Employee	Employer
Federal W/H	651.70	17.05	0.00
MC	686.00	9.95	9.95
SS	686.00	42.53	42.53
Unemployment	686.00	0.00	0.00
Total:	69.53	52.48	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	686.00	34.30	30.46
Total:		34.30	30.46

RECAP 4330 - Driver's License

Earnings: 686.00 Benefits: 0.00 Deductions: 34.30 Taxes: 69.53 Net Pay: 582.17

Department: 5401 - Juvenile Probation

Total Direct Deposits: 14,318.67
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	140.00
PER DIEM ALLOWANCE	0.00	105.00
SAL	9.00	19,825.55
Total:	9.00	20,070.55

TAXES

Code	Subject To	Employee	Employer
Federal W/H	17,062.91	1,336.77	0.00
MC	18,311.43	265.52	265.52
SS	18,311.43	1,135.31	1,135.31
Unemployment	20,070.55	0.00	0.00
Total:	2,737.60	1,400.83	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	20,070.55	1,003.52	891.15
520	0.00	245.00	0.00
551	0.00	521.00	0.00
552	0.00	416.33	0.00
580	0.00	6.64	0.00
590	0.00	707.44	2,811.74
615	0.00	114.35	0.00
Total:	3,014.28	3,702.89	

RECAP 5401 - Juvenile Probation

Earnings:	20,070.55	Benefits:	0.00	Deductions:	3,014.28	Taxes:	2,737.60	Net Pay:	14,318.67
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Department: 6520 - Building Maintenance

Total Direct Deposits: 6,793.88
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	52.50
SAL	6.00	8,617.80
Total:	6.00	8,670.30

TAXES

Code	Subject To	Employee	Employer
Federal W/H	8,099.96	631.62	0.00
MC	8,533.49	123.74	123.74
SS	8,533.49	529.08	529.08
Unemployment	8,623.92	0.00	0.00
Total:	1,284.44	652.82	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	8,670.30	433.53	384.96
550	0.00	46.38	0.00
551	0.00	64.53	0.00
580	0.00	6.64	0.00
590	0.00	0.00	2,071.32
610	0.00	15.00	0.00
615	0.00	25.90	0.00
Total:	591.98	2,456.28	

RECAP 6520 - Building Maintenance

Earnings:	8,670.30	Benefits:	0.00	Deductions:	591.98	Taxes:	1,284.44	Net Pay:	6,793.88
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Department: 6550 - Elections

Total Direct Deposits: 4,552.42
 Total Check Amounts: 4,397.27

EARNINGS

Pay Code	Units	Pay Amount
Hourly	597.25	5,844.75
OT	119.00	1,765.54
SAL	2.00	3,089.88
Total:	718.25	10,700.17

TAXES

Code	Subject To	Employee	Employer
Federal W/H	10,056.15	292.92	0.00
MC	10,305.19	149.44	149.44
SS	10,305.19	638.91	638.91
Unemployment	10,662.92	0.00	0.00
Total:	1,081.27	788.35	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	3,780.63	189.04	167.87
520	0.00	60.00	0.00
550	0.00	37.25	0.00
551	0.00	125.60	0.00
580	0.00	3.32	0.00
590	0.00	172.93	706.80
610	0.00	21.87	0.00
615	0.00	59.20	0.00
Total:	669.21	874.67	

RECAP 6550 - Elections

Earnings:	10,700.17	Benefits:	0.00	Deductions:	669.21	Taxes:	1,081.27	Net Pay:	8,949.69
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Department: 6560 - Commissioners Court

Total Direct Deposits: 6,134.90
 Total Check Amounts: 3,152.21

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	230.00
S	11.00	212.97
SAL	-12.00	11,861.68
Vacation	8.00	154.89
Total:	7.00	12,459.54

TAXES

Code	Subject To	Employee	Employer
Federal W/H	11,056.11	868.40	0.00
MC	11,729.07	170.07	170.07
SS	11,729.07	727.21	727.21
Unemployment	6,664.21	0.00	0.00
Total:	1,765.68	897.28	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	12,459.54	622.96	553.20
520	0.00	50.00	0.00
550	0.00	18.25	0.00
551	0.00	110.41	0.00
580	0.00	3.32	0.00
590	0.00	534.51	2,104.94
615	0.00	67.30	0.00
Total:	1,406.75	2,658.14	

RECAP 6560 - Commissioners Court

Earnings:	12,459.54	Benefits:	0.00	Deductions:	1,406.75	Taxes:	1,765.68	Net Pay:	9,287.11
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Department: 6570 - Veteran Service Officer

Total Direct Deposits: 1,053.94
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
SAL	1.00	1,333.33
Total:	1.00	1,333.33

DEDUCTIONS

Code	Subject To	Employee	Employer
400	1,333.33	66.67	59.20
580	0.00	1.66	0.00
Total:		68.33	59.20

RECAP 6570 - Veteran Service Officer

Earnings: 1,333.33 Benefits: 0.00 Deductions: 68.33 Taxes: 211.06 Net Pay: 1,053.94

Department: 6580 - Human Resources

Total Direct Deposits: 1,044.25
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
SAL	1.00	1,716.67
Total:	1.00	1,716.67

DEDUCTIONS

Code	Subject To	Employee	Employer
400	1,716.67	85.83	76.22
615	0.00	8.40	0.00
Total:		94.23	76.22

RECAP 6580 - Human Resources

Earnings: 1,716.67 Benefits: 0.00 Deductions: 94.23 Taxes: 578.19 Net Pay: 1,044.25

Department: 6600 - Eng. & Subdivision

Total Direct Deposits: 2,422.32
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	37.50
SAL	3.00	2,865.52
Vacation	4.00	138.65
Total:	1.00	3,041.67

DEDUCTIONS

Code	Subject To	Employee	Employer
400	3,041.67	152.08	135.05
550	0.00	29.50	0.00
Total:		181.58	135.05

RECAP 6600 - Eng. & Subdivision

Earnings: 3,041.67 Benefits: 0.00 Deductions: 181.58 Taxes: 437.77 Net Pay: 2,422.32

Department: 6610 - IT-Technology

Total Direct Deposits: 3,404.34
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	37.50
S	8.00	259.97
SAL	-6.00	4,390.71
Total:	2.00	4,688.18

TAXES

Code	Subject To	Employee	Employer
Federal W/H	4,147.84	389.63	0.00
MC	4,582.25	66.45	66.45
SS	4,582.25	284.10	284.10
Unemployment	4,641.80	0.00	0.00
Total:	740.18	350.55	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	4,688.18	234.41	208.16
520	0.00	200.00	0.00
550	0.00	46.38	0.00
551	0.00	42.00	0.00
580	0.00	3.32	0.00
590	0.00	0.00	690.44
615	0.00	17.55	0.00
Total:	543.66	898.60	

RECAP 6610 - IT-Technology

Earnings: 4,688.18 Benefits: 0.00 Deductions: 543.66 Taxes: 740.18 Net Pay: 3,404.34

Department: 6640 - Code Investigator

Total Direct Deposits: 1,309.74
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	37.50
SAL	1.00	1,586.93
Total:	1.00	1,624.43

TAXES

Code	Subject To	Employee	Employer
Federal W/H	1,522.38	88.31	0.00
MC	1,603.60	23.25	23.25
SS	1,603.60	99.42	99.42
Unemployment	1,624.43	0.00	0.00
Total:	210.98	122.67	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	1,624.43	81.22	72.12
551	0.00	20.83	0.00
580	0.00	1.66	0.00
590	0.00	0.00	345.22
Total:	103.71	417.34	

RECAP 6640 - Code Investigator

Earnings: 1,624.43 Benefits: 0.00 Deductions: 103.71 Taxes: 210.98 Net Pay: 1,309.74

Department: 6650 - Emerg Mgnt/Homeland Sec

Total Direct Deposits: 2,857.26
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	75.00
SAL	2.00	3,859.24
Total:	2.00	3,934.24

DEDUCTIONS

Code	Subject To	Employee	Employer
400	3,934.24	196.71	174.68
520	0.00	100.00	0.00
550	0.00	31.63	0.00
551	0.00	62.50	0.00
590	0.00	0.00	690.44
615	0.00	35.00	0.00
Total:	0.00	425.84	865.12

RECAP 6650 - Emerg Mgnt/Homeland Sec

Earnings: 3,934.24 Benefits: 0.00 Deductions: 425.84 Taxes: 651.14 Net Pay: 2,857.26

TAXES

Code	Subject To	Employee	Employer
Federal W/H	3,508.40	360.05	0.00
MC	3,805.11	55.17	55.17
SS	3,805.11	235.92	235.92
Unemployment	3,902.61	0.00	0.00
Total:	0.00	651.14	291.09

Department: 7610 - Sanitation Department

Total Direct Deposits: 0.00
 Total Check Amounts: 1,658.85

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	37.50
SAL	1.00	1,964.82
Total:	1.00	2,002.32

DEDUCTIONS

Code	Subject To	Employee	Employer
400	2,002.32	100.12	88.90
540	0.00	52.05	0.00
551	0.00	0.00	0.00
580	0.00	1.66	0.00
590	0.00	0.00	345.22
Total:	0.00	153.83	434.12

RECAP 7610 - Sanitation Department

Earnings: 2,002.32 Benefits: 0.00 Deductions: 153.83 Taxes: 189.64 Net Pay: 1,658.85

TAXES

Code	Subject To	Employee	Employer
Federal W/H	1,902.20	36.47	0.00
MC	2,002.32	29.03	29.03
SS	2,002.32	124.14	124.14
Unemployment	2,002.32	0.00	0.00
Total:	0.00	189.64	153.17

Department: 8700 - County Agent

Total Direct Deposits: 2,606.13
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
SAL	3.00	3,224.42
Total:	3.00	3,224.42

DEDUCTIONS

Code	Subject To	Employee	Employer
400	1,390.85	69.54	61.75
590	0.00	0.00	345.22
Total:	0.00	69.54	406.97

RECAP 8700 - County Agent

Earnings: 3,224.42 Benefits: 0.00 Deductions: 69.54 Taxes: 548.75 Net Pay: 2,606.13

TAXES

Code	Subject To	Employee	Employer
Federal W/H	3,154.88	302.09	0.00
MC	3,224.42	46.75	46.75
SS	3,224.42	199.91	199.91
Unemployment	3,224.42	0.00	0.00
Total:	0.00	548.75	246.66

**B. \$ 88,026.30 (Payroll Tax for 05/16/2018 –
05/31/2018)**

C. \$ 31,720.54 (Utilities)

Bill Name	Location	May-18
Maxwell Water Supply Corp.	Hwy 142/CCR 239 & FM 1966 JP 3	31.71
	MAXWELL WATER SUPPLY CORP. - TOTAL	31.71
Polonia Water Supply Corp.	Caldwell County Unit Rd	32.61
Polonia Water Supply Corp.	Caldwell Co. Prec. 4-49 Civic Dr., Dale, TX	23.32
	POLONIA WATER SUPPLY CORP. - TOTAL	55.93
Texas Gas Service	Caldwell County Jail #2, 1204 Reed Rd CCSO	1,244.12
	Caldwell County 405 E. Market, Lockhart	55.16
	County Bldg Luling, 510 E Pierce, Luling	58.23
	Caldwell County #2, 401 E. Market, Lockhart	55.84
	Caldwell Cty Juv Prob Dept	57.43
	Caldwell Co. New Building-1703 S. Colorado	133.10
	TEXAS GAS SERVICE - TOTAL	1,603.88
City of Lockhart - CALDCO 01	Caldwell Co. Annex, 405 E. Market	307.97
	Caldwell Co. Annex, 405 E. Market	129.27
	CITY OF LOCKHART - CALDCO 01 -TOTAL	437.24
City of Lockhart - CALDCO 02	Caldwell Co. Annex, 110 S. Main	1,191.88
	Bkroom, 312 E. San Antonio SERVER RM	297.08
	CC Juvenile Prob. Dept, 312 E. San Antonio	575.20
	CC Annex, CC Courthouse, 401 E. Market	554.72
	CC District Resource Cent, 401 E. Market - DRC	406.88
	Caldwell Co. Annex, 110 S. Main-Sprinkler	38.83
	CC Judicial Center, 1703 S. Colorado	6,368.51
	CC Judicial Center, 1703 S. Colorado	98.28
	Caldwell Co. Annex, 1196 Reed Dr.-Barn MAINT.	169.36
	Caldwell Co. Annex, Blackjack	1,226.31
	Caldwell Co. Annex, 1204 Reed Dr. CCSO	17,211.67
	Caldwell Co. Annex, 1403 Blackjack-LW School	214.65
	Caldwell Co. Annex, 1403 Blackjack-Maint Bldg	108.45
	CITY OF LOCKHART - CALDCO 02 - TOTAL	28,461.82
City of Luling - CALDWELL	Caldwell Co-JP/County Auditor, 508 N. Fannin St	274.71
Statement date usually end of the month.	Caldwell Co-Adult/Juv Serv, 512 E. Fannin St.	64.56
	Caldwell Co. Welfare Off, 505 E. Fannin St.	81.59
	Caldwell Co Prec. #2, 423 San Marcos Hwy.	51.28
	CITY OF LULING - CALDWELL - TOTAL	472.14
Bluebonnet Electric	Caldwell County Precint #3	147.62
	Caldwell County Prec 4	57.26
Bluebonnet Electric	Caldwell County URS	366.68
	Sanitation - meter no: 122860878/43673230	86.26
	BLUEBONNET ELECTRIC - TOTAL	657.82

Total Utilities Paid: 31,720.54

D. \$ 187,130.30 (Department of Motor Vehicle Fees)



Funds Due Summary ACG017

Select a report using arrow keys and press enter:

Due Date	Funds Report Date	Reporting Date	Total Amount Due	Remittance Amount
05/02/2018	04/30/2018	04/30/2018	639.00	0.00
05/03/2018	05/01/2018	05/01/2018	272.00	0.00
05/04/2018	05/02/2018	05/02/2018	410.00	0.00
05/07/2018	05/03/2018	05/03/2018	572.00	0.00
05/08/2018	05/04/2018	05/04/2018	360.00	0.00
05/08/2018	05/05/2018	05/05/2018	72461.87	0.00
Totals:			167130.30	0.00

Enter Cancel



E. \$ 238,817.97 (Texas Motor Vehicle Sales/Use Tax and Surcharge)



Texas Motor Vehicle Sales/Use Tax and Surcharge Report

a. ■ 17100

• Do not write in shaded areas.

c. Taxpayer number
 ■ 32049986444

d. Filing period
 Month Ending 05/31/2018

f. Due date
 06/11/2018

g. Name and mailing address (Make any necessary name or address changes below.)

h. IMPORTANT

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

The Honorable Darla Law (Caldwell County TAC)
 110 S Main St Room 101
 Lockhart, Texas 78644

i. j.

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 number listed on this form.

1. Number of receipts issued (Including Voids)
2. Gross Motor Vehicle Sales and Use Tax collected (Dollars & cents)
3. 2.5% Surcharge collected for model years 1996 and prior (Dollars & cents)
4. 1.0% Surcharge collected for model years 1997 and later (Dollars & cents)
5. Gross Surcharge collected (Item 3B plus Item 4B)
6. Claim for dishonored payment
7. Commission not available from registration fees
8. Commission available from Sales Tax/TERP Surcharge
9. Net motor vehicle tax and/or surcharge collected (Item 2A minus Items 6A, 7A, and 8A; Item 5B minus Items 6B, 7B and 8B)
10. Interest earned
11. TOTAL AMOUNT DUE (Item 9A plus Item 10A and Item 9B plus Item 10B)

14100	COL. I TAX CALCULATION	17100	COL. II SURCHARGE CALCULATION
1A. ■	949	1B. ■	13
2A. ■	389,259.08	2B. ■	
3A. ■		3B. ■	3,440.61
4A. ■		4B. ■	
5A. ■		5B. ■	
6A. ■	389,259.08	6B. ■	
7A. ■	153,441.11	7B. ■	
8A. ■		8B. ■	860.13
9A. ■		9B. ■	
10A. ■		10B. ■	
11A. ■		11B. ■	
12A. ■		12B. ■	
13A. ■	235,817.97	13B. ■	2,580.48
k. ■		l. ■	
		14. ■	238,398.45

14-115 (Rev. 4-15/9)

12. Total amount of prepayments
13. Amount due (Item 11A minus Item 12A and Item 11B minus 12B)

14. TOTAL AMOUNT OF TAX AND SURCHARGE DUE AND PAYABLE (Item 13A plus Item 13B)

Taxpayer name: **The Honorable Darla Law (Caldwell County TAC)**

■ T Code ■ Taxpayer number ■ Period
 17920 32049986444

I declare that the information in this document and any attachments is true and correct to the best of my knowledge and belief.

Duly authorized agent (PLEASE PRINT NAME)

sign here

Business phone 512-398-1830

Date 06/07/2018

Make the amount in Item 14 payable to
 STATE COMPTROLLER

Mail to
 COMPTROLLER OF PUBLIC ACCOUNTS
 P.O. Box 149360
 Austin, Texas 78714-9360

If you have any questions regarding Motor Vehicle Sales and Use Tax or Surcharge, call 1-800-252-1382.



TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

P.O. Box 13528 • Austin, TX 78711-3528

April 9, 2018

THE HONORABLE DARLA LAW
TAX ASSESSOR-COLLECTOR
CALDWELL COUNTY
110 S MAIN ST STE 101
LOCKHART, TX 78644-2705

Dear Tax Assessor-Collector:

We are pleased to inform you of your county's 2018 annual commission for your efforts in collecting Motor Vehicle Sales Tax on behalf of the state, as provided by Texas Tax Code Section 152.123.

Your 2018 tax commission is \$154,301.24, which equals 5 percent of the tax and penalties collected for Motor Vehicle Sales and Use Tax, Motor Vehicle Seller-Financed Sales Tax and Texas Emissions Reduction Plan (TERP) Surcharge collections reported for your county during the 2017 calendar year.

You will draw your commission by retaining \$153,441.11 from the 2018 Motor Vehicle Sales Tax collections and \$860.13 from 2018 TERP Surcharge collections.

You will enter the commission amount retained on the Comptroller's Texas Motor Vehicle Sales/Use Tax Surcharge Report (Form 14-115). The commission amount retained from Motor Vehicle Sales and Use Tax collections, including Seller-Financed collections, must be entered in Item 8A. The commission retained from TERP Surcharge collections must be entered in Item 8B.

You may retain the commission amounts for the year on one month's tax report if there are sufficient collections for that month. Otherwise, retain the commission over several months until the total commission has been retained.

If you have any questions about your monthly reports, please contact Debra Stojanik or John Pollett in our Revenue Accounting Division. They can be reached by email at debra.stojanik@cpa.texas.gov or john.pollett@cpa.texas.gov. Or call 1-800-531-5441, ext. 3-4429 for Debra or ext. 3-4596 for John or ext. 3-4276 for the main line.

F. \$ 17,693.31 (Texas Motor Vehicle Registration Surcharge/Title Application Fees)

Texas Motor Vehicle Registration Surcharge and/or Title Application Fee Report

a. T Code 21100

c. Taxpayer number
 32049986444

d. Filing period
Month Ending 05/31/2018

e.

f. Due date
06/11/2018

g. Name and mailing address (Make any necessary name or address changes below.)

The Honorable Darla Law (Caldwell County TAC)
110 S. Main St Room 101
Lockhart, Texas 78644

h. IMPORTANT

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

Blacken this box if you are no longer in office and write in the date you left office. 2.

Month Day Year

i. j.

Who Must File

Texas County Tax Assessor-Collectors (TACs) must file this report with the Comptroller's office on a monthly basis.

Due Date

The report is due by the 10th day of the month after the reporting period.

Column B - Title Application Fee/Texas Mobility Fund Instructions

Non-attainment counties must remit \$20.00 of each title application fee to the Comptroller's office for the the Texas Mobility Fund. All other counties must remit \$15.00 of each title application fee for the fund.

	21100 COLUMN A Registration Surcharge	12100 COLUMN B Title Application Fee Texas Mobility Fund
1. Number of registrations and/or title applications (Include any collections made on previous dishonored payments).....	1a. <input type="checkbox"/> 24	1b. <input type="checkbox"/> 848
2. Total registration surcharge and/or title application fees collected.....	2a. <input type="checkbox"/> \$ 1,413.31	2b. <input type="checkbox"/> \$ 16,280.00
3. Claim for dishonored payment.....	3a. <input type="checkbox"/> \$	3b. <input type="checkbox"/> \$
4. Total surcharge and/or title application fee due (Item 2 minus Item 3).....	4a. <input type="checkbox"/> \$	4b. <input type="checkbox"/> \$
*** DO NOT DETACH ***		
5. Prior payments (Include electronic funds submitted for this reporting period).....	5a. <input type="checkbox"/> \$	5b. <input type="checkbox"/> \$
6. Total amount due and payable (Item 4 minus Item 5).....	6a. <input type="checkbox"/> \$ 1,413.31	6b. <input type="checkbox"/> \$ 16,280.00
7. TOTAL AMOUNT OF MOTOR VEHICLE SURCHARGE AND/OR TITLE APPLICATION FEE DUE AND PAYABLE (Add Item 6a and Item 6b).....	k. <input type="checkbox"/>	7. <input type="checkbox"/> \$ 17,693.31
Taxpayer name <input type="checkbox"/>		

T Code Taxpayer number Period

21920 32049986444

Make check payable to STATE COMPTROLLER
Mail to COMPTROLLER OF PUBLIC ACCOUNTS
P.O. Box 149360
Austin, Texas 78714-9360

I declare that the information in this document and any attachments is true and correct to the best of my knowledge and belief.

sign here Taxpayer or duly authorized agent

Business phone 512-398-1830

Date 06/07/2018

**G. \$ 1,856.67 (Texas Boat and Boat Motor Sales
and Use Tax Report)**



JUN-07-18 08:29 AM

Caldwell - Main

05/01/2018 - 05/31/2018

Order Id	Order Date	Asset	Total Transaction Amount Collected	Sales Tax Collected in Transaction	Less 5% Tax Retained by County	Total Donation Collected	Tax Amount Due Comptroller
12147714	05/04/2018	B4518JF	\$ 56.75	\$ 18.75	\$.94	0.00	\$ 17.81
12147714	05/04/2018	M6543EH	\$ 45.75	\$ 18.75	\$.94	0.00	\$ 17.81
12150762	05/07/2018	B38388D	\$ 53.00	\$.00	\$.00	0.00	\$.00
12151221	05/07/2018	B5397FF	\$ 362.21	\$ 271.21	\$ 13.56	0.00	\$ 257.65
12154261	05/08/2018	B2926EB	\$ 59.00	\$.00	\$.00	0.00	\$.00
12156835	05/09/2018	B7283JV	\$ 1038.00	\$ 1000.00	\$ 50.00	0.00	\$ 950.00
12156835	05/09/2018	M9357ET	\$ 58.25	\$ 31.25	\$ 1.56	0.00	\$ 29.69
12156919	05/09/2018	B7283JV	\$.00	\$.00	\$.00	0.00	\$.00
12156939	05/09/2018	B7283JV	\$.00	\$.00	\$.00	0.00	\$.00
12156939	05/09/2018	M9357ET	\$.00	\$.00	\$.00	0.00	\$.00
12173032	05/17/2018	B9917BZ	\$ 32.00	\$.00	\$.00	0.00	\$.00
12173854	05/17/2018	B3024HX	\$ 53.00	\$.00	\$.00	0.00	\$.00
12184672	05/23/2018	B6084BK	\$.00	\$.00	\$.00	0.00	\$.00
12184700	05/23/2018	B6084BK	\$ 72.41	\$ 34.41	\$ 1.72	0.00	\$ 32.69
12184700	05/23/2018	M5190EF	\$ 61.41	\$ 34.41	\$ 1.72	0.00	\$ 32.69
12188080	05/24/2018	B5490JC	\$ 353.17	\$ 282.17	\$ 13.11	0.00	\$ 249.06
12188080	05/24/2018	M6739EE	\$ 310.44	\$ 283.44	\$ 14.17	0.00	\$ 269.27
12192599	05/25/2018	B4742HZ	\$ 53.00	\$.00	\$.00	0.00	\$.00
12201827	05/31/2018	B6232HE	\$ 53.00	\$.00	\$.00	0.00	\$.00

Total Transaction Amount Collected: \$2,661.39

Total Sales Tax Collected: \$1,954.39

Total Retained by County: \$97.72

Total Donations: 0.00

Total Due Comptroller for this period: \$1,856.67

- 3. Accept 2018-2019 Proposed Budget for the Asset Forfeiture Fund for the Caldwell County District Attorney's Office.**

**CRIMINAL DISTRICT ATTORNEY
CALDWELL COUNTY, TEXAS**

**ASSET FORFEITURE FUND
PROPOSED BUDGET 2018-2019**

Revenue \$30,000.00

Expenses:

Equipment \$10,000.00

Supplies \$5,000.00

Dues \$2,500.00

Legal Fees \$7,500.00

Travel \$2,500.00

Training \$2,500.00

Total Expenses \$30,000.00

- 4. Accept the Proposed 2019 Appraisal District and Collection Budgets submitted by the Caldwell County Appraisal District.**

Caldwell County Appraisal District

DATE: June 1, 2018

TO: All Taxing Unit Chief Administrators
CCAD Board of Directors

RE: Proposed 2019 Appraisal District and Collection Budgets

Appraisal Budget:

Enclosed you will find the proposed budget for the Caldwell County Appraisal District for the year January 1, 2019 through December 31, 2019. Also enclosed is the estimated cost of the proposed budget for each taxing unit. The cost estimation is based on the 2017 original tax levy. The final costs will be allocated according to the entities' actual 2018 tax levies. Entities that are considering substantial increases in tax levies for 2018 should be aware of the effect on the cost allocation of the appraisal district budget.

You will receive notice of the date and time of a public hearing to consider the budget at a later date. The Board of Directors must approve the appraisal budget by September 15th.

Please note that the Tax Code requires that a copy of the proposed budget be available for public inspection in the office of each governing body served by the appraisal district.

Collection Budget:

The collection budget and allocation only apply to the entities that the Caldwell County Appraisal District collects for. Enclosed you will find the proposed collection budget for the Caldwell County Appraisal District for the year January 1, 2019 through December 31, 2019. Also enclosed is the estimated cost of the proposed budget for each taxing unit. The cost estimation is based on the 2017 original tax levy. The final costs will be allocated according to the entities' actual 2018 tax levies.

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

Sincerely,



Shanna Ramzinski
Interim Chief Appraiser

Encl:
2019 Proposed Appraisal District Budget
Estimated Cost Allocation for appraisal budget
2019 Proposed Collection Budget
Estimated Cost Allocation for collection budget



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

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

**CALDWELL COUNTY APPRAISAL DISTRICT
2019 APPRAISAL BUDGET (PROPOSED)**

	PERSONNEL	2018	2019
70101	Chief Appraiser	74,702.00	76,570.00
70102	Deputy Chief Appraiser	49,431.00	50,667.00
70103	GIS Mapper/System Mgr/IT	60,447.00	61,958.00
70105	Field Appraiser II	32,252.00	33,058.00
70106	Senior Appraiser I	41,720.00	42,763.00
70107	Senior Appraiser II	39,592.00	40,582.00
70108	Field Appraiser I	32,903.00	33,725.00
70109	Field Appraiser III	30,926.00	31,700.00
70111	Administrative Asst.	47,620.00	48,810.00
70112	Data entry technician	28,663.00	29,380.00
70113	Support data entry	34,995.00	35,870.00
70120	911/GIS	37,820.00	38,765.00
70130	Part time	0.00	0.00
70135	Payroll contingency	2,000.00	2,000.00
	SUBTOTAL	513,071.00	525,848.00
	DEDUCTIONS/BENEFITS		
71000	Payroll Tax	\$42,500.00	\$43,600.00
71002	Retirement/ employer	\$48,600.00	\$48,860.00
71004	Health benefits	\$94,000.00	\$93,720.00
71005	Worker comp	\$2,700.00	\$2,700.00
71006	Unemployment	\$4,000.00	\$4,000.00
	SUBTOTAL	191,800.00	192,880.00
	SERVICES		
72000	Appr Engineers	\$42,000.00	\$42,000.00
72001	Appr Review Bd	\$13,500.00	\$18,750.00
72002	Audit	\$6,200.00	\$6,200.00
72003	Board of Directors	\$1,790.00	\$1,790.00
72004	Data Processing Services	\$46,900.00	\$50,400.00
72007	Janitorial service	\$6,200.00	\$6,200.00
72008	Legal	\$20,000.00	\$25,000.00
	SUBTOTAL	136,590.00	150,340.00

	GENERAL EXPENSES	2018	2019
72500	Bond- Chief - Notary	\$100.00	\$100.00
72501	Membership / Dues	\$3,700.00	\$3,710.00
72502	Computer supplies - data processing	\$6,400.00	\$6,900.00
72504	Education & fees	\$7,800.00	\$7,800.00
72505	Insurance - liability	\$1,400.00	\$1,500.00
72506	Insurance Building/ Equip - contents	\$3,900.00	\$4,000.00
72507	Legal notices/printing	\$14,450.00	\$14,450.00
72508	Maint - hardware/equip	\$8,700.00	\$8,700.00
72509	Maint -office equip	\$1,000.00	\$1,000.00
72510	Mileage & travel	\$6,500.00	\$5,000.00
72511	Office supplies	\$7,000.00	\$7,500.00
72512	Postage	\$23,150.00	\$25,000.00
72513	Postage meter/Box rental	\$4,425.00	\$4,425.00
72514	Publications Subcrip & books	\$7,020.00	\$6,700.00
72515	Rental - copier	\$2,650.00	\$2,650.00
72516	Electricity	\$9,000.00	\$9,000.00
72517	Telephone	\$12,270.00	\$13,000.00
72518	Water & sewer	\$3,250.00	\$3,500.00
72519	Mortgage	\$54,520.00	\$54,520.00
72520	Building Maint	\$4,820.00	\$5,000.00
72523	Fuel - Vehicle	\$6,000.00	\$6,000.00
72524	Maint - Vehicle	\$6,000.00	\$6,000.00
72525	Ins - vehicle	\$1,700.00	\$1,700.00
	SUBTOTAL	195,755.00	198,155.00
	CAPITAL INVESTMENTS		
79000	Office equipment	\$5,000.00	\$5,000.00
79001	Computer Equipment	\$11,000.00	\$11,000.00
79003	Vehicle	\$20,000.00	\$20,000.00
	SUBTOTAL	36,000.00	36,000.00
	CONTINGENCY		
79002	Building Expense	\$5,000.00	\$5,000.00
79990	Contingency	\$10,000.00	\$10,000.00
	SUBTOTAL	15,000.00	15,000.00
	TOTAL EXPENSES	1,088,216.00	1,118,223.00
GCA	911 EXPENSES PAID BY COUNTY	25,380.00	26,000.00
		1,062,836.00	1,092,223.00

**PERSONNEL SALARY & BENEFIT EXPENSE
2019 APPRAISAL BUDGET (PROPOSED)**

LINE ITEM	POSITION	SALARY	RETIREMENT	HEALTH INS	AD/LTD	TOTAL
70101	Chief Appraiser	76,570.00	7,113.35	7,400.00	500.00	91,583.35
70102	Deputy Chief Appraiser	50,667.00	4,706.96	7,400.00	450.00	63,223.96
70103	GIS Mapper/System Mgr/IT	61,958.00	5,755.90	7,400.00	460.00	75,573.90
70105	Field Appraiser II	33,058.00	3,071.09	7,400.00	245.00	43,774.09
70106	Senior Appraiser I	42,763.00	3,972.68	7,400.00	295.00	54,430.68
70107	Senior Appraiser II	40,582.00	3,770.07	7,400.00	270.00	52,022.07
70108	Field Appraiser I	33,725.00	3,133.05	7,400.00	345.00	44,603.05
70109	Field Appraiser III	31,700.00	2,944.93	7,400.00	250.00	42,294.93
70111	Administrative Asst	48,810.00	4,534.45	7,400.00	420.00	61,164.45
70112	Data entry technician	29,380.00	2,729.40	7,400.00	245.00	39,754.40
70113	Support data entry	35,870.00	3,332.32	7,400.00	260.00	46,862.32
70120	911/GIS	38,765.00	3,601.27	7,400.00	260.00	50,026.27
70135	Payroll contingency	2,000.00	0	0.00	0	2,000.00
		525,848.00	48,665.48	88,800.00	4,000.00	667,313.48

Note Payroll contingency to be used for staff certification.
BY RPA

2019 APPRAISAL BUDGET ALLOCATION

Caldwell County Appraisal District PROPOSED Budget

ENTITIES	2017 TAX LEVY	RATIO %	2019 BUDGET	ASSESSMENT
CITY OF LOCKHART	\$4,295,179.62	8.961%	\$1,092,223.00	\$97,874.76
CITY OF LULING	\$1,152,543.76	2.405%	\$1,092,223.00	\$26,263.15
CITY OF MARTINDALE	\$296,860.13	0.619%	\$1,092,223.00	\$6,764.59
CITY OF MUSTANG RIDGE	\$124,155.23	0.259%	\$1,092,223.00	\$2,829.14
CITY OF NIEDERWALD	\$16,288.42	0.034%	\$1,092,223.00	\$371.17
CITY OF SAN MARCOS	\$128,634.64	0.268%	\$1,092,223.00	\$2,931.21
CITY OF UHLAND	\$22,174.94	0.046%	\$1,092,223.00	\$505.30
CALDWELL COUNTY	\$16,204,940.50	33.808%	\$1,092,223.00	\$369,263.89
LOCKHART ISD	\$16,399,511.91	34.214%	\$1,092,223.00	\$373,697.61
LULING ISD	\$3,953,058.95	8.247%	\$1,092,223.00	\$90,078.82
PRAIRIE LEA ISD	\$1,156,453.55	2.413%	\$1,092,223.00	\$26,352.24
PLUM CREEK CONS. DIST.	\$270,986.28	0.565%	\$1,092,223.00	\$6,175.00
PLUM CREEK UNDERGROUND	\$253,324.33	0.529%	\$1,092,223.00	\$5,772.53
HAYS ISD	\$446,721.64	0.932%	\$1,092,223.00	\$10,179.50
GONZALES ISD	\$320,089.32	0.668%	\$1,092,223.00	\$7,293.91
SAN MARCOS ISD	\$1,981,113.81	4.133%	\$1,092,223.00	\$45,143.87
WAELDER ISD	\$253,250.38	0.528%	\$1,092,223.00	\$5,770.85
CALDWELL-HAYS ESD1	\$332,412.26	0.694%	\$1,092,223.00	\$7,574.72
GONZALES COUNTY UWD	\$7,934.56	0.017%	\$1,092,223.00	\$180.81
CALDWELL ESD #2	\$100,407.80	0.209%	\$1,092,223.00	\$2,288.00
CALDWELL ESD #3	\$104,940.91	0.219%	\$1,092,223.00	\$2,391.30
CALDWELL ESD #4	\$81,629.38	0.170%	\$1,092,223.00	\$1,860.10
AUSTIN COMMUNITY COLLEGE	\$28,986.52	0.060%	\$1,092,223.00	\$660.52
TOTALS	\$47,931,598.84	100.00%	\$1,092,223.00	\$1,092,223.00

**CALDWELL COUNTY APPRAISAL DISTRICT
2019 COLLECTION BUDGET (PROPOSED)**

	PERSONNEL	2018	2019
90-70120	Deputy Tax Collector	50,466.00	51,728.00
90-70121	Collections Specialist	36,045.00	34,340.00
90-70126	Public Assist	31,120.00	26,650.00
90-70130	Part time	0.00	0.00
90-70135	Payroll contingency	0.00	0.00
	SUBTOTAL	117,631.00	112,718.00

	DEDUCTIONS/BENEFITS		
90-71000	Payroll Tax	9,440.00	9,100.00
90-71002	Retirement/ employer	11,200.00	11,000.00
90-71004	Health benefits	24,100.00	24,300.00
90-71005	Worker comp	775.00	775.00
90-71006	Unemployment	2,375.00	3,375.00
	SUBTOTAL	47,890.00	48,550.00

	SERVICES		
90-72002	Audit	1,800.00	1,800.00
90-72004	Data Processing Services	17,450.00	18,450.00
90-72005	County employee contract	15,500.00	16,500.00
90-72007	Janitorial service	2,500.00	2,500.00
90-72008	Legal	2,300.00	2,500.00
	SUBTOTAL	39,550.00	41,750.00

	GENERAL EXPENSES		
90-72500	Bond- Chief - Notary	200.00	200.00
90-72501	Membership / Dues	650.00	700.00
90-72502	Computer supplies - data processing	2,300.00	2,300.00
90-72504	Education & fees	2,250.00	3,400.00
90-72505	Insurance - liability	800.00	800.00
90-72506	Insurance Building/ Equip - contents	1,150.00	1,200.00
90-72507	Legal notices/printing	9,900.00	9,900.00
90-72508	Maint - hardware/equip	2,600.00	2,600.00
90-72509	Maint -office equip	1,200.00	1,400.00
90-72510	Mileage & travel	2,800.00	2,800.00
90-72511	Office supplies	2,800.00	3,000.00
90-72512	Postage	13,800.00	14,000.00
90-72513	Postage meter/Box rental	1,400.00	1,400.00
90-72515	Rental - copier	1,800.00	1,800.00
90-72516	Electricity	3,000.00	3,000.00
90-72517	Telephone	3,100.00	3,400.00
90-72518	Water & sewer	1,000.00	1,200.00
90-72519	Mortgage	16,500.00	16,500.00
90-72520	Building Maint	2,025.00	2,100.00
	SUBTOTAL	69,275.00	71,700.00

	CAPITAL INVESTMENTS		
90-79000	Office equipment	2,000.00	2,000.00
90-79001	Computer Equipment	5,000.00	5,000.00
	SUBTOTAL	7,000.00	7,000.00

	CONTINGENCY		
90-79002	Building Expense	2,200.00	2,200.00
90-79990	Contingency	\$3,000.00	\$3,000.00
	SUBTOTAL	5,200.00	5,200.00
	TOTAL EXPENSES	286,546.00	286,918.00

**PERSONNEL SALARY & BENEFIT EXPENSE
2019 COLLECTION BUDGET (PROPOSED)**

LINE ITEM	POSITION	SALARY	RETIREMENT	HEALTH INS	AD/LTD	TOTAL
90-70120	Deputy Tax Collector	51,728.00	4,805.53	7,400.00	500.00	64,433.53
90-70121	Collection Specialist	34,340.00	3,190.19	7,400.00	400.00	45,330.19
90-70126	Public Asst. Specialist	26,650.00	2,475.79	7,400.00	400.00	36,925.79
90-70135	Payroll contingency	0.00	0.00	0.00	0.00	0.00
		112,718.00	10,471.50	22,200.00	1,300.00	146,689.50

2019 COLLECTION BUDGET ALLOCATION

Caldwell County Appraisal District PROPOSED Budget

ENTITIES	2017 TAX LEVY	RATIO %	2019 BUDGET	ASSESSMENT
CITY OF LOCKHART	\$4,295,179.62	9.336%	\$286,918.00	\$26,787.89
CITY OF LULING	\$1,181,907.56	2.569%	\$286,918.00	\$7,371.24
CITY OF MARTINDALE	\$296,860.13	0.645%	\$286,918.00	\$1,851.44
CITY OF MUSTANG RIDGE	\$124,155.23	0.270%	\$286,918.00	\$774.32
CITY OF NIEDERWALD	\$16,288.42	0.035%	\$286,918.00	\$101.59
CITY OF UHLAND	\$22,174.94	0.048%	\$286,918.00	\$138.30
CALDWELL ESD #2	\$100,407.80	0.218%	\$286,918.00	\$626.22
CALDWELL ESD #3	\$104,940.91	0.228%	\$286,918.00	\$654.49
CALDWELL ESD #4	\$81,629.38	0.177%	\$286,918.00	\$509.10
CALDWELL-HAYS ESD1	\$332,412.26	0.723%	\$286,918.00	\$2,073.17
CALDWELL COUNTY	\$16,204,940.50	35.225%	\$286,918.00	\$101,065.91
LOCKHART ISD	\$16,399,511.91	35.648%	\$286,918.00	\$102,279.40
LULING ISD	\$4,747,743.39	10.320%	\$286,918.00	\$29,610.41
PRAIRIE LEA ISD	\$1,564,126.51	3.400%	\$286,918.00	\$9,755.04
GONZALES COUNTY UWD	\$7,934.56	0.017%	\$286,918.00	\$49.49
PLUM CREEK CONS DIST	\$270,986.28	0.589%	\$286,918.00	\$1,690.07
PLUM CREEK UWD	\$253,324.33	0.551%	\$286,918.00	\$1,579.92
TOTALS	\$46,004,523.73	100.00%	\$286,918.00	\$286,918.00

- 5. Accept the 2017 US Form 990, Return of Organization Exempt from Income Tax, for Delhi Volunteer Fire Department for the tax year ending December 31, 2017.**

Kevin Mills, CPA
1015 West San Antonio St, Suite A
Lockhart, TX 78644
(512) 376-4212
kevin@kevinmillscpa.com

March 30, 2018

Delhi Volunteer Fire Department
6110 State Highway 304
Rosanky, TX 78953

Dear Client,

Enclosed is the 2017 U.S. Form 990, Return of Organization Exempt from Income Tax, for Delhi Volunteer Fire Department for the tax year ending December 31, 2017.

Your 2017 U.S. Form 990, Return of Organization Exempt from Income Tax, return will be electronically filed.

We very much appreciate the opportunity to serve you. If you have any questions regarding this return, please do not hesitate to call.

Sincerely,



Kevin Mills

2017 Exempt Organization Business Tax Return
prepared for:

Delhi Volunteer Fire Department
6110 State Highway 304
Rosanky, TX 78953

Kevin Mills, CPA
1015 West San Antonio St, Suite A
Lockhart, TX 78644

Kevin Mills, CPA
1015 West San Antonio St, Suite A
Lockhart, TX 78644

Delhi Volunteer Fire Department
6110 State Highway 304
Rosanky, TX 78953

Return of Organization Exempt From Income Tax

OMB No. 1545-0047

2017

Open to Public Inspection

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

▶ Do not enter social security numbers on this form as it may be made public.

▶ Go to www.irs.gov/Form990 for instructions and the latest information.

Department of the Treasury
Internal Revenue Service

A For the 2017 calendar year, or tax year beginning 2017, and ending 20

B Check if applicable:
 Address change
 Name change
 Initial return
 Final return/terminated
 Amended return
 Application pending

C Name of organization Delhi Volunteer Fire Department
 Doing business as _____
 Number and street (or P.O. box if mail is not delivered to street address) Room/suite
6110 State Highway 304
 City or town, state or province, country, and ZIP or foreign postal code
Rosanky, TX 78953

D Employer identification number
30-0246499

E Telephone number
(512) 925-0763

G Gross receipts \$ 141,703.

F Name and address of principal officer:
Cynthia Woolley, 6110 State Highway 304, Rosanky, TX 78953

H(a) Is this a group return for subordinates? Yes No
H(b) Are all subordinates included? Yes No
 If "No," attach a list. (see instructions)

H(c) Group exemption number ▶ _____

I Tax-exempt status: 501(c)(3) 501(c) () ◀ (insert no.) 4947(a)(1) or 527

J Website: ▶ N/A

K Form of organization: Corporation Trust Association Other ▶ _____

L Year of formation: 2004 **M** State of legal domicile: TX

Part I Summary		L Year of formation: 2004		M State of legal domicile: TX	
Activities & Governance	1	Briefly describe the organization's mission or most significant activities: <u>Volunteer Fire Department trained to operate rescue equipment and answer emergency calls in Delhi Community</u>			
	2	Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.			
	3	Number of voting members of the governing body (Part VI, line 1a)	<u>3</u>		<u>123</u>
	4	Number of independent voting members of the governing body (Part VI, line 1b)	<u>4</u>		<u>123</u>
	5	Total number of individuals employed in calendar year 2017 (Part V, line 2a)	<u>5</u>		<u>0</u>
	6	Total number of volunteers (estimate if necessary)	<u>6</u>		<u>20</u>
	7a	Total unrelated business revenue from Part VIII, column (C), line 12	<u>7a</u>		<u>0.</u>
	b	Net unrelated business taxable income from Form 990-T, line 34	<u>7b</u>		<u>0.</u>
Revenue	8	Contributions and grants (Part VIII, line 1h)	Prior Year	Current Year	
	9	Program service revenue (Part VIII, line 2g)		<u>110,914.</u>	
	10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)		<u>2,283.</u>	
	11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)		<u>22,937.</u>	
	12	Total revenue—add lines 8 through 11 (must equal Part VIII, column (A), line 12)		<u>136,134.</u>	
Expenses	13	Grants and similar amounts paid (Part IX, column (A), lines 1–3)			
	14	Benefits paid to or for members (Part IX, column (A), line 4)			
	15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5–10)			
	16a	Professional fundraising fees (Part IX, column (A), line 11e)			
	b	Total fundraising expenses (Part IX, column (D), line 25) ▶ <u>0.</u>			
	17	Other expenses (Part IX, column (A), lines 11a–11d, 11f–24e)			<u>24,590.</u>
	18	Total expenses. Add lines 13–17 (must equal Part IX, column (A), line 25)			<u>24,590.</u>
Net Assets or Fund Balances	19	Revenue less expenses. Subtract line 18 from line 12			<u>111,544.</u>
	20	Total assets (Part X, line 16)	Beginning of Current Year	End of Year	
	21	Total liabilities (Part X, line 26)	<u>412,930.</u>	<u>446,978.</u>	
	22	Net assets or fund balances. Subtract line 21 from line 20	<u>412,930.</u>	<u>446,978.</u>	

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here Signature of officer _____ Date 03/30/2018
Cynthia Woolley, Treasurer
 Type or print name and title

Paid Preparer Use Only Print/Type preparer's name Preparer's signature Date Check if self-employed PTIN
Kevin Mills _____ 03/30/2018 P00274659
 Firm's name ▶ Kevin Mills, CPA Firm's EIN ▶ 75-2991066
 Firm's address ▶ 1015 West San Antonio St, Suite A, Lockhart, TX 78644 Phone no. (512) 376-4212

May the IRS discuss this return with the preparer shown above? (see instructions) Yes No

Part III Statement of Program Service Accomplishments

Check if Schedule O contains a response or note to any line in this Part III

1 Briefly describe the organization's mission:

To provide Volunteer and Emergency Services to the local Delhi Community

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? Yes No

If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? Yes No

If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code:) (Expenses \$ 13,655. including grants of \$ 0.) (Revenue \$ 136,134.)
Fire Fighting and Fire Prevention and Rescue Services

4b (Code:) (Expenses \$ including grants of \$) (Revenue \$)

4c (Code:) (Expenses \$ including grants of \$) (Revenue \$)

4d Other program services (Describe in Schedule O.)
(Expenses \$ including grants of \$) (Revenue \$)

4e Total program service expenses ▶ 13,655.

Part IV Checklist of Required Schedules

	Yes	No
1 Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? <i>If "Yes," complete Schedule A</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2 Is the organization required to complete <i>Schedule B, Schedule of Contributors</i> (see instructions)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3 Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? <i>If "Yes," complete Schedule C, Part I</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4 Section 501(c)(3) organizations. Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? <i>If "Yes," complete Schedule C, Part II</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5 Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? <i>If "Yes," complete Schedule C, Part III</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6 Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? <i>If "Yes," complete Schedule D, Part I</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7 Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? <i>If "Yes," complete Schedule D, Part II</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8 Did the organization maintain collections of works of art, historical treasures, or other similar assets? <i>If "Yes," complete Schedule D, Part III</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9 Did the organization report an amount in Part X, line 21, for escrow or custodial account liability, serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? <i>If "Yes," complete Schedule D, Part IV</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10 Did the organization, directly or through a related organization, hold assets in temporarily restricted endowments, permanent endowments, or quasi-endowments? <i>If "Yes," complete Schedule D, Part V</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11 If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X as applicable.		
a Did the organization report an amount for land, buildings, and equipment in Part X, line 10? <i>If "Yes," complete Schedule D, Part VI</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b Did the organization report an amount for investments—other securities in Part X, line 12 that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VII</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c Did the organization report an amount for investments—program related in Part X, line 13 that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VIII</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d Did the organization report an amount for other assets in Part X, line 15 that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part IX</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e Did the organization report an amount for other liabilities in Part X, line 25? <i>If "Yes," complete Schedule D, Part X</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? <i>If "Yes," complete Schedule D, Part X</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12 a Did the organization obtain separate, independent audited financial statements for the tax year? <i>If "Yes," complete Schedule D, Parts XI and XII</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b Was the organization included in consolidated, independent audited financial statements for the tax year? <i>If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13 Is the organization a school described in section 170(b)(1)(A)(ii)? <i>If "Yes," complete Schedule E</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14 a Did the organization maintain an office, employees, or agents outside of the United States?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at \$100,000 or more? <i>If "Yes," complete Schedule F, Parts I and IV</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or other assistance to or for any foreign organization? <i>If "Yes," complete Schedule F, Parts II and IV</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or other assistance to or for foreign individuals? <i>If "Yes," complete Schedule F, Parts III and IV</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
17 Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? <i>If "Yes," complete Schedule G, Part I (see instructions)</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
18 Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? <i>If "Yes," complete Schedule G, Part II</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19 Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? <i>If "Yes," complete Schedule G, Part III</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Part IV Checklist of Required Schedules (continued)

	Yes	No
20a Did the organization operate one or more hospital facilities? <i>If "Yes," complete Schedule H</i>		x
b If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?		
21 Did the organization report more than \$5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? <i>If "Yes," complete Schedule I, Parts I and II</i>	x	
22 Did the organization report more than \$5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? <i>If "Yes," complete Schedule I, Parts I and III</i>		x
23 Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? <i>If "Yes," complete Schedule J</i>		x
24a Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than \$100,000 as of the last day of the year, that was issued after December 31, 2002? <i>If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a</i>		x
b Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?		
c Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?		
d Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?		
25a Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Did the organization engage in an excess benefit transaction with a disqualified person during the year? <i>If "Yes," complete Schedule L, Part I</i>		x
b Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? <i>If "Yes," complete Schedule L, Part I</i>		x
26 Did the organization report any amount on Part X, line 5, 6, or 22 for receivables from or payables to any current or former officers, directors, trustees, key employees, highest compensated employees, or disqualified persons? <i>If "Yes," complete Schedule L, Part II</i>		x
27 Did the organization provide a grant or other assistance to an officer, director, trustee, key employee, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity or family member of any of these persons? <i>If "Yes," complete Schedule L, Part III</i>		x
28 Was the organization a party to a business transaction with one of the following parties (see Schedule L, Part IV instructions for applicable filing thresholds, conditions, and exceptions):		
a A current or former officer, director, trustee, or key employee? <i>If "Yes," complete Schedule L, Part IV</i>		x
b A family member of a current or former officer, director, trustee, or key employee? <i>If "Yes," complete Schedule L, Part IV</i>		x
c An entity of which a current or former officer, director, trustee, or key employee (or a family member thereof) was an officer, director, trustee, or direct or indirect owner? <i>If "Yes," complete Schedule L, Part IV</i>		x
29 Did the organization receive more than \$25,000 in non-cash contributions? <i>If "Yes," complete Schedule M</i>		x
30 Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? <i>If "Yes," complete Schedule M</i>		x
31 Did the organization liquidate, terminate, or dissolve and cease operations? <i>If "Yes," complete Schedule N, Part I</i>		x
32 Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? <i>If "Yes," complete Schedule N, Part II</i>		x
33 Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? <i>If "Yes," complete Schedule R, Part I</i>		x
34 Was the organization related to any tax-exempt or taxable entity? <i>If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1</i>		x
35a Did the organization have a controlled entity within the meaning of section 512(b)(13)?		x
b If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? <i>If "Yes," complete Schedule R, Part V, line 2</i>		x
36 Section 501(c)(3) organizations. Did the organization make any transfers to an exempt non-charitable related organization? <i>If "Yes," complete Schedule R, Part V, line 2</i>		x
37 Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? <i>If "Yes," complete Schedule R, Part VI</i>		x
38 Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11b and 19? Note. All Form 990 filers are required to complete Schedule O.		x

Part VIII Statement of Revenue

Check if Schedule O contains a response or note to any line in this Part VIII

			(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512-514	
Contributions, Gifts, Grants and Other Similar Amounts	1a Federated campaigns	1a					
	b Membership dues	1b	3,075.				
	c Fundraising events	1c	28,421.				
	d Related organizations	1d					
	e Government grants (contributions)	1e					
	f All other contributions, gifts, grants, and similar amounts not included above	1f	79,418.				
	g Noncash contributions included in lines 1a-1f: \$						
	h Total. Add lines 1a-1f		110,914.				
	Program Service Revenue	2a _____ Business Code					
b _____							
c _____							
d _____							
e _____							
f All other program service revenue .							
g Total. Add lines 2a-2f							
Other Revenue		3 Investment income (including dividends, interest, and other similar amounts)		333.	333.	0.	0.
		4 Income from investment of tax-exempt bond proceeds					
	5 Royalties						
	6a Gross rents	(i) Real	(ii) Personal				
		b Less: rental expenses					
		c Rental income or (loss)					
		d Net rental income or (loss)					
	7a Gross amount from sales of assets other than inventory	(i) Securities	(ii) Other				
		b Less: cost or other basis and sales expenses					
		c Gain or (loss)					
		d Net gain or (loss)		1,950.	1,950.	0.	0.
	8a Gross income from fundraising events (not including \$ <u>28,421.</u> of contributions reported on line 1c). See Part IV, line 18	a		28,421.			
		b Less: direct expenses	b	5,569.			
		c Net income or (loss) from fundraising events .		22,852.		0.	22,852.
	9a Gross income from gaming activities. See Part IV, line 19	a					
b Less: direct expenses		b					
c Net income or (loss) from gaming activities . .							
10a Gross sales of inventory, less returns and allowances	a						
	b Less: cost of goods sold	b					
	c Net income or (loss) from sales of inventory . .						
Miscellaneous Revenue		Business Code					
11a _____							
	b _____						
	c _____						
	d All other revenue		85.	85.	0.	0.	
e Total. Add lines 11a-11d		85.					
12 Total revenue. See instructions.		136,134.	2,368.	0.	22,852.		

Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.

	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21				
2 Grants and other assistance to domestic individuals. See Part IV, line 22				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees				
6 Compensation not included above, to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages				
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)				
9 Other employee benefits				
10 Payroll taxes				
11 Fees for services (non-employees):				
a Management				
b Legal				
c Accounting	325.	0.	325.	0.
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees				
g Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Schedule O.)				
12 Advertising and promotion				
13 Office expenses	743.	0.	743.	0.
14 Information technology				
15 Royalties				
16 Occupancy	1,689.	0.	1,689.	0.
17 Travel				
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings				
20 Interest				
21 Payments to affiliates				
22 Depreciation, depletion, and amortization	1,081.	1,081.	0.	0.
23 Insurance	6,018.	6,018.	0.	0.
24 Other expenses. Itemize expenses not covered above (List miscellaneous expenses in line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a Auto & Truck	1,624.	1,624.	0.	0.
b Telephone	4,057.	0.	4,057.	0.
c Supplies	64.	0.	64.	0.
d Dues	50.	50.	0.	0.
e All other expenses	8,939.	4,882.	4,057.	0.
25 Total functional expenses. Add lines 1 through 24e	24,590.	13,655.	10,935.	0.
26 Joint costs. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here <input type="checkbox"/> if following SOP 98-2 (ASC 958-720)				

Part X Balance Sheet

Check if Schedule O contains a response or note to any line in this Part X

		(A) Beginning of year		(B) End of year
Assets	1 Cash—non-interest-bearing	55,523.	1	92,944.
	2 Savings and temporary cash investments		2	
	3 Pledges and grants receivable, net		3	
	4 Accounts receivable, net		4	
	5 Loans and other receivables from current and former officers, directors, trustees, key employees, and highest compensated employees. Complete Part II of Schedule L		5	
	6 Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), persons described in section 4958(c)(3)(B), and contributing employers and sponsoring organizations of section 501(c)(9) voluntary employees' beneficiary organizations (see instructions). Complete Part II of Schedule L		6	
	7 Notes and loans receivable, net		7	
	8 Inventories for sale or use		8	
	9 Prepaid expenses and deferred charges		9	
	10a Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	10a 407,191.		
	b Less: accumulated depreciation	10b 53,157.	311,504.	10c 354,034.
	11 Investments—publicly traded securities		11	
	12 Investments—other securities. See Part IV, line 11		12	
	13 Investments—program-related. See Part IV, line 11		13	
	14 Intangible assets		14	
	15 Other assets. See Part IV, line 11		45,903.	15 0.
16 Total assets. Add lines 1 through 15 (must equal line 34)		412,930.	16 446,978.	
Liabilities	17 Accounts payable and accrued expenses		17	
	18 Grants payable		18	
	19 Deferred revenue		19	
	20 Tax-exempt bond liabilities		20	
	21 Escrow or custodial account liability. Complete Part IV of Schedule D		21	
	22 Loans and other payables to current and former officers, directors, trustees, key employees, highest compensated employees, and disqualified persons. Complete Part II of Schedule L		22	
	23 Secured mortgages and notes payable to unrelated third parties		23	
	24 Unsecured notes and loans payable to unrelated third parties		24	
	25 Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D		25	
	26 Total liabilities. Add lines 17 through 25		26	
Net Assets or Fund Balances	Organizations that follow SFAS 117 (ASC 958), check here <input checked="" type="checkbox"/> and complete lines 27 through 29, and lines 33 and 34.			
	27 Unrestricted net assets	412,930.	27	446,978.
	28 Temporarily restricted net assets	0.	28	
	29 Permanently restricted net assets	0.	29	
	Organizations that do not follow SFAS 117 (ASC 958), check here <input type="checkbox"/> and complete lines 30 through 34.			
	30 Capital stock or trust principal, or current funds		30	
	31 Paid-in or capital surplus, or land, building, or equipment fund		31	
	32 Retained earnings, endowment, accumulated income, or other funds		32	
33 Total net assets or fund balances.	412,930.	33	446,978.	
34 Total liabilities and net assets/fund balances.	412,930.	34	446,978.	

Part XI Reconciliation of Net Assets

Check if Schedule O contains a response or note to any line in this Part XI

1 Total revenue (must equal Part VIII, column (A), line 12)	1	136,134.
2 Total expenses (must equal Part IX, column (A), line 25)	2	24,590.
3 Revenue less expenses. Subtract line 2 from line 1	3	111,544.
4 Net assets or fund balances at beginning of year (must equal Part X, line 33, column (A))	4	412,930.
5 Net unrealized gains (losses) on investments	5	
6 Donated services and use of facilities	6	
7 Investment expenses	7	
8 Prior period adjustments	8	
9 Other changes in net assets or fund balances (explain in Schedule O)	9	
10 Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 33, column (B))	10	524,474.

Part XII Financial Statements and Reporting

Check if Schedule O contains a response or note to any line in this Part XII

- 1** Accounting method used to prepare the Form 990: Cash Accrual Other _____
If the organization changed its method of accounting from a prior year or checked "Other," explain in Schedule O.
- 2a** Were the organization's financial statements compiled or reviewed by an independent accountant?
If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both:
 Separate basis Consolidated basis Both consolidated and separate basis
- b** Were the organization's financial statements audited by an independent accountant?
If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both:
 Separate basis Consolidated basis Both consolidated and separate basis
- c** If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant? If the organization changed either its oversight process or selection process during the tax year, explain in Schedule O.
- 3a** As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133?
- b** If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why in Schedule O and describe any steps taken to undergo such audits.

	Yes	No
2a		X
2b		X
2c		
3a		X
3b		

SCHEDULE A
(Form 990 or 990-EZ)

Public Charity Status and Public Support

OMB No. 1545-0047

2017

Open to Public Inspection

Department of the Treasury
Internal Revenue Service

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.

▶ Attach to Form 990 or Form 990-EZ.

▶ Go to www.irs.gov/Form990 for instructions and the latest information.

Name of the organization

Delhi Volunteer Fire Department

Employer identification number

30-0246499

Part I Reason for Public Charity Status (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.)

- 1 A church, convention of churches, or association of churches described in section 170(b)(1)(A)(i).
- 2 A school described in section 170(b)(1)(A)(ii). (Attach Schedule E (Form 990 or 990-EZ).)
- 3 A hospital or a cooperative hospital service organization described in section 170(b)(1)(A)(iii).
- 4 A medical research organization operated in conjunction with a hospital described in section 170(b)(1)(A)(iii). Enter the hospital's name, city, and state:
- 5 An organization operated for the benefit of a college or university owned or operated by a governmental unit described in section 170(b)(1)(A)(iv). (Complete Part II.)
- 6 A federal, state, or local government or governmental unit described in section 170(b)(1)(A)(v).
- 7 An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in section 170(b)(1)(A)(vi). (Complete Part II.)
- 8 A community trust described in section 170(b)(1)(A)(vi). (Complete Part II.)
- 9 An agricultural research organization described in section 170(b)(1)(A)(ix) operated in conjunction with a land-grant college or university or a non-land-grant college of agriculture (see instructions). Enter the name, city, and state of the college or university:
- 10 An organization that normally receives: (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions—subject to certain exceptions, and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See section 509(a)(2). (Complete Part III.)
- 11 An organization organized and operated exclusively to test for public safety. See section 509(a)(4).
- 12 An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in section 509(a)(1) or section 509(a)(2). See section 509(a)(3). Check the box in lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g.
 - a **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. You must complete Part IV, Sections A and B.
 - b **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). You must complete Part IV, Sections A and C.
 - c **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). You must complete Part IV, Sections A, D, and E.
 - d **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). You must complete Part IV, Sections A and D, and Part V.
 - e Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.
- f Enter the number of supported organizations
- g Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1-10 above (see instructions))	(iv) Is the organization listed in your governing document?		(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
			Yes	No		
(A)						
(B)						
(C)						
(D)						
(E)						
Total						

Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)

(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ▶	(a) 2013	(b) 2014	(c) 2015	(d) 2016	(e) 2017	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")	19,291.	22,814.	78,738.	29,866.	82,493.	233,202.
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3 The value of services or facilities furnished by a governmental unit to the organization without charge						
4 Total. Add lines 1 through 3	19,291.	22,814.	78,738.	29,866.	82,493.	233,202.
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						
6 Public support. Subtract line 5 from line 4						233,202.

Section B. Total Support

Calendar year (or fiscal year beginning in) ▶	(a) 2013	(b) 2014	(c) 2015	(d) 2016	(e) 2017	(f) Total
7 Amounts from line 4	19,291.	22,814.	78,738.	29,866.	82,493.	233,202.
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
9 Net income from unrelated business activities, whether or not the business is regularly carried on						
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)	22,046.	21,594.	18,950.	22,751.	25,245.	110,586.
11 Total support. Add lines 7 through 10						343,788.
12 Gross receipts from related activities, etc. (see instructions)					12	
13 First five years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here ▶ <input type="checkbox"/>						

Section C. Computation of Public Support Percentage

14 Public support percentage for 2017 (line 6, column (f) divided by line 11, column (f))	14	67.83 %
15 Public support percentage from 2016 Schedule A, Part II, line 14	15	65.37 %
16a 33 1/3% support test—2017. If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization ▶ <input checked="" type="checkbox"/>		
b 33 1/3% support test—2016. If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization ▶ <input type="checkbox"/>		
17a 10%-facts-and-circumstances test—2017. If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and stop here. Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization ▶ <input type="checkbox"/>		
b 10%-facts-and-circumstances test—2016. If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and stop here. Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization ▶ <input type="checkbox"/>		
18 Private foundation. If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions ▶ <input type="checkbox"/>		

Part III Support Schedule for Organizations Described in Section 509(a)(2)

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ▶	(a) 2013	(b) 2014	(c) 2015	(d) 2016	(e) 2017	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose						
3 Gross receipts from activities that are not an unrelated trade or business under section 513						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
5 The value of services or facilities furnished by a governmental unit to the organization without charge						
6 Total. Add lines 1 through 5						
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year						
c Add lines 7a and 7b						
8 Public support. (Subtract line 7c from line 6.)						

Section B. Total Support

Calendar year (or fiscal year beginning in) ▶	(a) 2013	(b) 2014	(c) 2015	(d) 2016	(e) 2017	(f) Total
9 Amounts from line 6						
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b						
11 Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on						
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
13 Total support. (Add lines 9, 10c, 11, and 12.)						
14 First five years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here ▶ <input type="checkbox"/>						

Section C. Computation of Public Support Percentage

15 Public support percentage for 2017 (line 8, column (f) divided by line 13, column (f))	15	%
16 Public support percentage from 2016 Schedule A, Part III, line 15	16	%

Section D. Computation of Investment Income Percentage

17 Investment income percentage for 2017 (line 10c, column (f) divided by line 13, column (f))	17	%
18 Investment income percentage from 2016 Schedule A, Part III, line 17	18	%

19a 33 1/3% support tests—2017. If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and stop here. The organization qualifies as a publicly supported organization ▶

b 33 1/3% support tests—2016. If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and stop here. The organization qualifies as a publicly supported organization ▶

20 Private foundation. If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions ▶

Part IV Supporting Organizations

(Complete only if you checked a box in line 12 on Part I. If you checked 12a of Part I, complete Sections A and B. If you checked 12b of Part I, complete Sections A and C. If you checked 12c of Part I, complete Sections A, D, and E. If you checked 12d of Part I, complete Sections A and D, and complete Part V.)

Section A. All Supporting Organizations

	Yes	No
1 Are all of the organization's supported organizations listed by name in the organization's governing documents? If "No," describe in Part VI how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.		
2 Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? If "Yes," explain in Part VI how the organization determined that the supported organization was described in section 509(a)(1) or (2).		
3a Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? If "Yes," answer (b) and (c) below.		
b Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? If "Yes," describe in Part VI when and how the organization made the determination.		
c Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? If "Yes," explain in Part VI what controls the organization put in place to ensure such use.		
4a Was any supported organization not organized in the United States ("foreign supported organization")? If "Yes," and if you checked 12a or 12b in Part I, answer (b) and (c) below.		
b Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? If "Yes," describe in Part VI how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.		
c Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? If "Yes," explain in Part VI what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.		
5a Did the organization add, substitute, or remove any supported organizations during the tax year? If "Yes," answer (b) and (c) below (if applicable). Also, provide detail in Part VI , including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).		
b Type I or Type II only. Was any added or substituted supported organization part of a class already designated in the organization's organizing document?		
c Substitutions only. Was the substitution the result of an event beyond the organization's control?		
6 Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? If "Yes," provide detail in Part VI .		
7 Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).		
8 Did the organization make a loan to a disqualified person (as defined in section 4958) not described in line 7? If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).		
9a Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? If "Yes," provide detail in Part VI .		
b Did one or more disqualified persons (as defined in line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? If "Yes," provide detail in Part VI .		
c Did a disqualified person (as defined in line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? If "Yes," provide detail in Part VI .		
10a Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? If "Yes," answer 10b below.		
b Did the organization have any excess business holdings in the tax year? (Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)		

Part IV Supporting Organizations (continued)

	Yes	No
11 Has the organization accepted a gift or contribution from any of the following persons?		
a A person who directly or indirectly controls, either alone or together with persons described in (b) and (c) below, the governing body of a supported organization?		
b A family member of a person described in (a) above?		
c A 35% controlled entity of a person described in (a) or (b) above? If "Yes" to a, b, or c, provide detail in Part VI.		
	11a	
	11b	
	11c	

Section B. Type I Supporting Organizations

	Yes	No
1 Did the directors, trustees, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's directors or trustees at all times during the tax year? If "No," describe in Part VI how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove directors or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.		
	1	
2 Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? If "Yes," explain in Part VI how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.		
	2	

Section C. Type II Supporting Organizations

	Yes	No
1 Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? If "No," describe in Part VI how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).		
	1	

Section D. All Type III Supporting Organizations

	Yes	No
1 Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?		
	1	
2 Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? If "No," explain in Part VI how the organization maintained a close and continuous working relationship with the supported organization(s).		
	2	
3 By reason of the relationship described in (2), did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? If "Yes," describe in Part VI the role the organization's supported organizations played in this regard.		
	3	

Section E. Type III Functionally Integrated Supporting Organizations

1 Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions).		
a <input type="checkbox"/> The organization satisfied the Activities Test. Complete line 2 below.		
b <input type="checkbox"/> The organization is the parent of each of its supported organizations. Complete line 3 below.		
c <input type="checkbox"/> The organization supported a governmental entity. Describe in Part VI how you supported a government entity (see instructions).		
2 Activities Test. Answer (a) and (b) below.		
a Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? If "Yes," then in Part VI identify those supported organizations and explain how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.		
	2a	
b Did the activities described in (a) constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? If "Yes," explain in Part VI the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.		
	2b	
3 Parent of Supported Organizations. Answer (a) and (b) below.		
a Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? Provide details in Part VI.		
	3a	
b Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? If "Yes," describe in Part VI the role played by the organization in this regard.		
	3b	

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations

- 1 Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 (explain in Part VI). See instructions. All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

Section A - Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1 Net short-term capital gain	1		
2 Recoveries of prior-year distributions	2		
3 Other gross income (see instructions)	3		
4 Add lines 1 through 3.	4		
5 Depreciation and depletion	5		
6 Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6		
7 Other expenses (see instructions)	7		
8 Adjusted Net Income (subtract lines 5, 6, and 7 from line 4).	8		

Section B - Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1 Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):			
a Average monthly value of securities	1a		
b Average monthly cash balances	1b		
c Fair market value of other non-exempt-use assets	1c		
d Total (add lines 1a, 1b, and 1c)	1d		
e Discount claimed for blockage or other factors (explain in detail in Part VI):			
2 Acquisition indebtedness applicable to non-exempt-use assets	2		
3 Subtract line 2 from line 1d.	3		
4 Cash deemed held for exempt use. Enter 1-1/2% of line 3 (for greater amount, see instructions).	4		
5 Net value of non-exempt-use assets (subtract line 4 from line 3)	5		
6 Multiply line 5 by .035.	6		
7 Recoveries of prior-year distributions	7		
8 Minimum Asset Amount (add line 7 to line 6)	8		

Section C - Distributable Amount			Current Year
1 Adjusted net income for prior year (from Section A, line 8, Column A)	1		
2 Enter 85% of line 1.	2		
3 Minimum asset amount for prior year (from Section B, line 8, Column A)	3		
4 Enter greater of line 2 or line 3.	4		
5 Income tax imposed in prior year	5		
6 Distributable Amount. Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions).	6		

- 7 Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations (continued)

Section D - Distributions		Current Year
1	Amounts paid to supported organizations to accomplish exempt purposes	
2	Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	
3	Administrative expenses paid to accomplish exempt purposes of supported organizations	
4	Amounts paid to acquire exempt-use assets	
5	Qualified set-aside amounts (prior IRS approval required)	
6	Other distributions (describe in Part VI). See instructions.	
7	Total annual distributions. Add lines 1 through 6.	
8	Distributions to attentive supported organizations to which the organization is responsive (provide details in Part VI). See instructions.	
9	Distributable amount for 2017 from Section C, line 6	
10	Line 8 amount divided by line 9 amount	

Section E - Distribution Allocations (see instructions)		(i) Excess Distributions	(ii) Underdistributions Pre-2017	(iii) Distributable Amount for 2017
1	Distributable amount for 2017 from Section C, line 6			
2	Underdistributions, if any, for years prior to 2017 (reasonable cause required—explain in Part VI). See instructions.			
3	Excess distributions carryover, if any, to 2017			
a				
b	From 2013			
c	From 2014			
d	From 2015			
e	From 2016			
f	Total of lines 3a through e			
g	Applied to underdistributions of prior years			
h	Applied to 2017 distributable amount			
i	Carryover from 2012 not applied (see instructions)			
j	Remainder. Subtract lines 3g, 3h, and 3i from 3f.			
4	Distributions for 2017 from Section D, line 7: \$			
a	Applied to underdistributions of prior years			
b	Applied to 2017 distributable amount			
c	Remainder. Subtract lines 4a and 4b from 4.			
5	Remaining underdistributions for years prior to 2017, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, explain in Part VI. See instructions.			
6	Remaining underdistributions for 2017. Subtract lines 3h and 4b from line 1. For result greater than zero, explain in Part VI. See instructions.			
7	Excess distributions carryover to 2018. Add lines 3j and 4c.			
8	Breakdown of line 7:			
a	Excess from 2013			
b	Excess from 2014			
c	Excess from 2015			
d	Excess from 2016			
e	Excess from 2017			

Part VI **Supplemental Information.** Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; Part III, line 12; Part IV, Section A, lines 1, 2, 3b, 3c, 4b, 4c, 5a, 6, 9a, 9b, 9c, 11a, 11b, and 11c; Part IV, Section B, lines 1 and 2; Part IV, Section C, line 1; Part IV, Section D, lines 2 and 3; Part IV, Section E, lines 1c, 2a, 2b, 3a, and 3b; Part V, line 1; Part V, Section B, line 1e; Part V, Section D, lines 5, 6, and 8; and Part V, Section E, lines 2, 5, and 6. Also complete this part for any additional information. (See instructions.)

See Statement

Area with horizontal dashed lines for supplemental information.

Schedule A: Public Charity Status and Public Support

Part VI: Supplemental Information

Continuation Statement

Pt II Ln 10	Other Income Part II, Line 10 Description: Other Income 2013: 22046. 2014: 21594. 2015: 18950. 2016: 22751. 2017: 25245.
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SCHEDULE C
(Form 990 or 990-EZ)

Political Campaign and Lobbying Activities

OMB No. 1545-0047

2017

Department of the Treasury
Internal Revenue Service

For Organizations Exempt From Income Tax Under section 501(c) and section 527

▶ **Complete if the organization is described below.** ▶ **Attach to Form 990 or Form 990-EZ.**
▶ **Go to www.irs.gov/Form990 for instructions and the latest information.**

Open to Public Inspection

If the organization answered "Yes," on Form 990, Part IV, line 3, or Form 990-EZ, Part V, line 46 (Political Campaign Activities), then

- Section 501(c)(3) organizations: Complete Parts I-A and B. Do not complete Part I-C.
- Section 501(c) (other than section 501(c)(3)) organizations: Complete Parts I-A and C below. Do not complete Part I-B.
- Section 527 organizations: Complete Part I-A only.

If the organization answered "Yes," on Form 990, Part IV, line 4, or Form 990-EZ, Part VI, line 47 (Lobbying Activities), then

- Section 501(c)(3) organizations that have filed Form 5768 (election under section 501(h)): Complete Part II-A. Do not complete Part II-B.
- Section 501(c)(3) organizations that have NOT filed Form 5768 (election under section 501(h)): Complete Part II-B. Do not complete Part II-A.

If the organization answered "Yes," on Form 990, Part IV, line 5 (Proxy Tax) (see separate instructions) or Form 990-EZ, Part V, line 35c (Proxy Tax) (see separate instructions), then

- Section 501(c)(4), (5), or (6) organizations: Complete Part III.

Name of organization Delhi Volunteer Fire Department	Employer identification number 30-0246499
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Part I-A Complete if the organization is exempt under section 501(c) or is a section 527 organization.

- 1 Provide a description of the organization's direct and indirect political campaign activities in Part IV. (see instructions for definition of "political campaign activities")
- 2 Political campaign activity expenditures (see instructions) ▶ \$
- 3 Volunteer hours for political campaign activities (see instructions)

Part I-B Complete if the organization is exempt under section 501(c)(3).

- 1 Enter the amount of any excise tax incurred by the organization under section 4955 ▶ \$
- 2 Enter the amount of any excise tax incurred by organization managers under section 4955 ▶ \$
- 3 If the organization incurred a section 4955 tax, did it file Form 4720 for this year? Yes No
- 4a Was a correction made? Yes No
- b If "Yes," describe in Part IV.

Part I-C Complete if the organization is exempt under section 501(c), except section 501(c)(3).

- 1 Enter the amount directly expended by the filing organization for section 527 exempt function activities ▶ \$
- 2 Enter the amount of the filing organization's funds contributed to other organizations for section 527 exempt function activities ▶ \$
- 3 Total exempt function expenditures. Add lines 1 and 2. Enter here and on Form 1120-POL, line 17b ▶ \$
- 4 Did the filing organization file Form 1120-POL for this year? Yes No
- 5 Enter the names, addresses and employer identification number (EIN) of all section 527 political organizations to which the filing organization made payments. For each organization listed, enter the amount paid from the filing organization's funds. Also enter the amount of political contributions received that were promptly and directly delivered to a separate political organization, such as a separate segregated fund or a political action committee (PAC). If additional space is needed, provide information in Part IV.

(a) Name	(b) Address	(c) EIN	(d) Amount paid from filing organization's funds. If none, enter -0-.	(e) Amount of political contributions received and promptly and directly delivered to a separate political organization. If none, enter -0-.
(1)				
(2)				
(3)				
(4)				
(5)				
(6)				

Part II-A Complete if the organization is exempt under section 501(c)(3) and filed Form 5768 (election under section 501(h)).

- A** Check if the filing organization belongs to an affiliated group (and list in Part IV each affiliated group member's name, address, EIN, expenses, and share of excess lobbying expenditures).
- B** Check if the filing organization checked box A and "limited control" provisions apply.

Limits on Lobbying Expenditures (The term "expenditures" means amounts paid or incurred.)		(a) Filing organization's totals	(b) Affiliated group totals												
1a	Total lobbying expenditures to influence public opinion (grass roots lobbying)														
b	Total lobbying expenditures to influence a legislative body (direct lobbying)														
c	Total lobbying expenditures (add lines 1a and 1b)														
d	Other exempt purpose expenditures														
e	Total exempt purpose expenditures (add lines 1c and 1d)														
f	Lobbying nontaxable amount. Enter the amount from the following table in both columns.														
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 35%;">If the amount on line 1e, column (a) or (b) is:</th> <th style="width: 65%;">The lobbying nontaxable amount is:</th> </tr> </thead> <tbody> <tr> <td>Not over \$500,000</td> <td>20% of the amount on line 1e.</td> </tr> <tr> <td>Over \$500,000 but not over \$1,000,000</td> <td>\$100,000 plus 15% of the excess over \$500,000.</td> </tr> <tr> <td>Over \$1,000,000 but not over \$1,500,000</td> <td>\$175,000 plus 10% of the excess over \$1,000,000.</td> </tr> <tr> <td>Over \$1,500,000 but not over \$17,000,000</td> <td>\$225,000 plus 5% of the excess over \$1,500,000.</td> </tr> <tr> <td>Over \$17,000,000</td> <td>\$1,000,000.</td> </tr> </tbody> </table>		If the amount on line 1e, column (a) or (b) is:	The lobbying nontaxable amount is:	Not over \$500,000	20% of the amount on line 1e.	Over \$500,000 but not over \$1,000,000	\$100,000 plus 15% of the excess over \$500,000.	Over \$1,000,000 but not over \$1,500,000	\$175,000 plus 10% of the excess over \$1,000,000.	Over \$1,500,000 but not over \$17,000,000	\$225,000 plus 5% of the excess over \$1,500,000.	Over \$17,000,000	\$1,000,000.		
If the amount on line 1e, column (a) or (b) is:	The lobbying nontaxable amount is:														
Not over \$500,000	20% of the amount on line 1e.														
Over \$500,000 but not over \$1,000,000	\$100,000 plus 15% of the excess over \$500,000.														
Over \$1,000,000 but not over \$1,500,000	\$175,000 plus 10% of the excess over \$1,000,000.														
Over \$1,500,000 but not over \$17,000,000	\$225,000 plus 5% of the excess over \$1,500,000.														
Over \$17,000,000	\$1,000,000.														
g	Grassroots nontaxable amount (enter 25% of line 1f)														
h	Subtract line 1g from line 1a. If zero or less, enter -0-														
i	Subtract line 1f from line 1c. If zero or less, enter -0-														
j	If there is an amount other than zero on either line 1h or line 1i, did the organization file Form 4720 reporting section 4911 tax for this year?		<input type="checkbox"/> Yes <input type="checkbox"/> No												

4-Year Averaging Period Under section 501(h)
 (Some organizations that made a section 501(h) election do not have to complete all of the five columns below.
 See the separate instructions for lines 2a through 2f.)

Lobbying Expenditures During 4-Year Averaging Period					
Calendar year (or fiscal year beginning in)	(a) 2014	(b) 2015	(c) 2016	(d) 2017	(e) Total
2a	Lobbying nontaxable amount				
b	Lobbying ceiling amount (150% of line 2a, column (e))				
c	Total lobbying expenditures				
d	Grassroots nontaxable amount				
e	Grassroots ceiling amount (150% of line 2d, column (e))				
f	Grassroots lobbying expenditures				

Part II-B Complete if the organization is exempt under section 501(c)(3) and has NOT filed Form 5768 (election under section 501(h)).

For each "Yes," response on lines 1a through 1i below, provide in Part IV a detailed description of the lobbying activity.

	(a)		(b)
	Yes	No	Amount
1 During the year, did the filing organization attempt to influence foreign, national, state or local legislation, including any attempt to influence public opinion on a legislative matter or referendum, through the use of:			
a Volunteers?			
b Paid staff or management (include compensation in expenses reported on lines 1c through 1i)?			
c Media advertisements?			
d Mailings to members, legislators, or the public?			
e Publications, or published or broadcast statements?			
f Grants to other organizations for lobbying purposes?			
g Direct contact with legislators, their staffs, government officials, or a legislative body?			
h Rallies, demonstrations, seminars, conventions, speeches, lectures, or any similar means?			
i Other activities?			
j Total. Add lines 1c through 1i			
2a Did the activities in line 1 cause the organization to be not described in section 501(c)(3)?			
b If "Yes," enter the amount of any tax incurred under section 4912			
c If "Yes," enter the amount of any tax incurred by organization managers under section 4912			
d If the filing organization incurred a section 4912 tax, did it file Form 4720 for this year?			

Part III-A Complete if the organization is exempt under section 501(c)(4), section 501(c)(5), or section 501(c)(6).

	Yes	No
1 Were substantially all (90% or more) dues received nondeductible by members?	1	
2 Did the organization make only in-house lobbying expenditures of \$2,000 or less?	2	
3 Did the organization agree to carry over lobbying and political campaign activity expenditures from the prior year?	3	

Part III-B Complete if the organization is exempt under section 501(c)(4), section 501(c)(5), or section 501(c)(6) and if either (a) BOTH Part III-A, lines 1 and 2, are answered "No," OR (b) Part III-A, line 3, is answered "Yes."

1 Dues, assessments and similar amounts from members	1	
2 Section 162(e) nondeductible lobbying and political expenditures (do not include amounts of political expenses for which the section 527(f) tax was paid).		
a Current year	2a	
b Carryover from last year	2b	
c Total	2c	
3 Aggregate amount reported in section 6033(e)(1)(A) notices of nondeductible section 162(e) dues	3	
4 If notices were sent and the amount on line 2c exceeds the amount on line 3, what portion of the excess does the organization agree to carryover to the reasonable estimate of nondeductible lobbying and political expenditure next year?	4	
5 Taxable amount of lobbying and political expenditures (see instructions)	5	

Part IV Supplemental Information

Provide the descriptions required for Part I-A, line 1; Part I-B, line 4; Part I-C, line 5; Part II-A (affiliated group list); Part II-A, lines 1 and 2 (see instructions); and Part II-B, line 1. Also, complete this part for any additional information.

SCHEDULE D (Form 990)

Department of the Treasury Internal Revenue Service

Supplemental Financial Statements

Complete if the organization answered "Yes" on Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b. Attach to Form 990.

Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2017

Open to Public Inspection

Name of the organization: Delhi Volunteer Fire Department; Employer identification number: 30-0246499

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts.

Complete if the organization answered "Yes" on Form 990, Part IV, line 6.

Table with 3 columns: Line number, (a) Donor advised funds, (b) Funds and other accounts. Includes questions 1-6 regarding donor advised funds.

Part II Conservation Easements.

Complete if the organization answered "Yes" on Form 990, Part IV, line 7.

Questions 1-9 regarding conservation easements, including a table for lines 2a-2d and checkboxes for various purposes.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 8.

Questions 1a-2 regarding collections of art and historical treasures, including dollar amounts for revenue and assets.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets (continued)

- 3 Using the organization's acquisition, accession, and other records, check any of the following that are a significant use of its collection items (check all that apply):
- a Public exhibition
 - b Scholarly research
 - c Preservation for future generations
 - d Loan or exchange programs
 - e Other _____
- 4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.
- 5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection? Yes No

Part IV Escrow and Custodial Arrangements.

Complete if the organization answered "Yes" on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

- 1a Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X? Yes No
- b If "Yes," explain the arrangement in Part XIII and complete the following table:
- | | Amount |
|---|--------|
| c Beginning balance | 1c |
| d Additions during the year | 1d |
| e Distributions during the year | 1e |
| f Ending balance | 1f |
- 2a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability? Yes No
- b If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided on Part XIII

Part V Endowment Funds.

Complete if the organization answered "Yes" on Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1a Beginning of year balance					
b Contributions					
c Net investment earnings, gains, and losses					
d Grants or scholarships					
e Other expenditures for facilities and programs					
f Administrative expenses					
g End of year balance					

- 2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:
- a Board designated or quasi-endowment ▶ _____ %
 - b Permanent endowment ▶ _____ %
 - c Temporarily restricted endowment ▶ _____ %
- The percentages on lines 2a, 2b, and 2c should equal 100%.
- 3a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:
- | | Yes | No |
|---------------------------------------|--------|----|
| (i) unrelated organizations | 3a(i) | |
| (ii) related organizations | 3a(ii) | |
- b If "Yes" on line 3a(ii), are the related organizations listed as required on Schedule R? Yes No
- 3b
- 4 Describe in Part XIII the intended uses of the organization's endowment funds.

Part VI Land, Buildings, and Equipment.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land				
b Buildings	290,950.		7,562.	283,388.
c Leasehold improvements				
d Equipment	116,241.		45,595.	70,646.
e Other				
Total. Add lines 1a through 1e. (Column (d) must equal Form 990, Part X, column (B), line 10c.)				354,034.

Part VII Investments—Other Securities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives		
(2) Closely-held equity interests		
(3) Other _____		
(A) _____		
(B) _____		
(C) _____		
(D) _____		
(E) _____		
(F) _____		
(G) _____		
(H) _____		
Total. (Column (b) must equal Form 990, Part X, col. (B) line 12.) ▶		

Part VIII Investments—Program Related.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) _____		
(2) _____		
(3) _____		
(4) _____		
(5) _____		
(6) _____		
(7) _____		
(8) _____		
(9) _____		
Total. (Column (b) must equal Form 990, Part X, col. (B) line 13.) ▶		

Part IX Other Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1) Automobiles	0.
(2) Construction in Process	0.
(3) _____	
(4) _____	
(5) _____	
(6) _____	
(7) _____	
(8) _____	
(9) _____	
Total. (Column (b) must equal Form 990, Part X, col. (B) line 15.) ▶	

Part X Other Liabilities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

1. (a) Description of liability	(b) Book value
(1) Federal income taxes	
(2) _____	
(3) _____	
(4) _____	
(5) _____	
(6) _____	
(7) _____	
(8) _____	
(9) _____	
Total. (Column (b) must equal Form 990, Part X, col. (B) line 25.) ▶	

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FIN 48 (ASC 740). Check here if the text of the footnote has been provided in Part XIII

Part II Fundraising Events. Complete if the organization answered "Yes" on Form 990, Part IV, line 18, or reported more than \$15,000 of fundraising event contributions and gross income on Form 990-EZ, lines 1 and 6b. List events with gross receipts greater than \$5,000.

		(a) Event #1	(b) Event #2	(c) Other events	(d) Total events
		Gun Raffle (event type)	(event type)	(total number)	(add col. (a) through col. (c))
Revenue	1	Gross receipts	20,000.		20,000.
	2	Less: Contributions			
	3	Gross income (line 1 minus line 2)	20,000.		20,000.
Direct Expenses	4	Cash prizes			
	5	Noncash prizes			
	6	Rent/facility costs			
	7	Food and beverages			
	8	Entertainment			
	9	Other direct expenses			
	10	Direct expense summary. Add lines 4 through 9 in column (d) ▶			
11	Net income summary. Subtract line 10 from line 3, column (d) ▶				20,000.

Part III Gaming. Complete if the organization answered "Yes" on Form 990, Part IV, line 19, or reported more than \$15,000 on Form 990-EZ, line 6a.

		(a) Bingo	(b) Pull tabs/instant bingo/progressive bingo	(c) Other gaming	(d) Total gaming (add col. (a) through col. (c))
		1	Gross revenue		
Direct Expenses	2	Cash prizes			
	3	Noncash prizes			
	4	Rent/facility costs			
	5	Other direct expenses			
6	Volunteer labor	<input type="checkbox"/> Yes _____ % <input type="checkbox"/> No	<input type="checkbox"/> Yes _____ % <input type="checkbox"/> No	<input type="checkbox"/> Yes _____ % <input type="checkbox"/> No	
7	Direct expense summary. Add lines 2 through 5 in column (d) ▶				
8	Net gaming income summary. Subtract line 7 from line 1, column (d) ▶				

9 Enter the state(s) in which the organization conducts gaming activities: _____
 a Is the organization licensed to conduct gaming activities in each of these states? Yes No
 b If "No," explain: _____

10a Were any of the organization's gaming licenses revoked, suspended, or terminated during the tax year? Yes No
 b If "Yes," explain: _____

**SCHEDULE I
(Form 990)**

**Grants and Other Assistance to Organizations,
Governments, and Individuals in the United States**

Complete if the organization answered "Yes" on Form 990, Part IV, line 21 or 22.

Department of the Treasury
Internal Revenue Service
Name of the organization

Delhi Volunteer Fire Department

Part I General Information on Grants and Assistance

- 1 Does the organization maintain records to substantiate the amount of the grants or assistance, the grantees' eligibility for the grants or assistance, and the selection criteria used to award the grants or assistance? Yes No
- 2 Describe in Part IV the organization's procedures for monitoring the use of grant funds in the United States.

Part II Grants and Other Assistance to Domestic Organizations and Domestic Governments. Complete if the organization answered "Yes" on Form 990, Part IV, line 21, for any recipient that received more than \$5,000. Part II can be duplicated if additional space is needed.

(1)	(a) Name and address of organization or government	(b) EIN	(c) IRC section (if applicable)	(d) Amount of cash grant	(e) Amount of non-cash assistance	(f) Method of valuation (book, FMV, appraisal, other)	(g) Description of non-cash assistance	(h) Purpose of grant or assistance
(1)								
(2)								
(3)								
(4)								
(5)								
(6)								
(7)								
(8)								
(9)								
(10)								
(11)								
(12)								

- 2 Enter total number of section 501(c)(3) and government organizations listed in the line 1 table
- 3 Enter total number of other organizations listed in the line 1 table

For Paperwork Reduction Act Notice, see the Instructions for Form 990.

Part V Statements Regarding Other IRS Filings and Tax Compliance

Check if Schedule O contains a response or note to any line in this Part V

Table with columns for question number, question text, and Yes/No response boxes. Includes questions 1a through 14b regarding Form 1096, Form W-2G, Form W-3, and various tax compliance issues.

Part VI Governance, Management, and Disclosure For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes in Schedule O. See instructions. Check if Schedule O contains a response or note to any line in this Part VI [X]

Section A. Governing Body and Management

Table with columns for question number, description, and Yes/No checkboxes. Includes questions 1a through 9 regarding governing body members, relationships, and documentation.

Section B. Policies (This Section B requests information about policies not required by the Internal Revenue Code.)

Table with columns for question number, description, and Yes/No checkboxes. Includes questions 10a through 16b regarding organizational policies, conflict of interest, and whistleblower policies.

Section C. Disclosure

- 17 List the states with which a copy of this Form 990 is required to be filed
18 Section 6104 requires an organization to make its Forms 1023 (or 1024 if applicable), 990, and 990-T (Section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.
19 Describe in Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.
20 State the name, address, and telephone number of the person who possesses the organization's books and records: Cynthia Woolley, 6110 State Highway 304, Rosanky, TN 78953 (512)925-0763

Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

Check if Schedule O contains a response or note to any line in this Part VII

Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

1a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's **current** key employees, if any. See instructions for definition of "key employee."
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than \$100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's **former** directors or trustees that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations.

List persons in the following order: individual trustees or directors; institutional trustees; officers; key employees; highest compensated employees; and former such persons.

Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and Title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) Danney Rodgers Fire Chief	10.00			X				0.	0.	0.
(2) Deborah Kortan Asst. Fire Chief	3.00			X				0.	0.	0.
(3) Dee Rodgers Secretary	10.00			X				0.	0.	0.
(4) Cynthia Woolley Treasurer	10.00			X				0.	0.	0.
(5)										
(6)										
(7)										
(8)										
(9)										
(10)										
(11)										
(12)										
(13)										
(14)										

Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees (continued)

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(15)										
(16)										
(17)										
(18)										
(19)										
(20)										
(21)										
(22)										
(23)										
(24)										
(25)										
1b Sub-total							0.	0.	0.	
c Total from continuation sheets to Part VII, Section A										
d Total (add lines 1b and 1c)							0.	0.	0.	
2 Total number of individuals (including but not limited to those listed above) who received more than \$100,000 of reportable compensation from the organization							0.	0.	0.	

	Yes	No
3 Did the organization list any former officer, director, or trustee, key employee, or highest compensated employee on line 1a? <i>If "Yes," complete Schedule J for such individual</i>		
4 For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than \$150,000? <i>If "Yes," complete Schedule J for such individual</i>		X
5 Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? <i>If "Yes," complete Schedule J for such person</i>		X

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than \$100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation

2 Total number of independent contractors (including but not limited to those listed above) who received more than \$100,000 of compensation from the organization

Schedule O

Supplemental Information

Continuation Statement

Pt VI, Line 11b	990 is presented at Board Meeting an Approved
Pt VI, Line 12c	Conflict of Inerest Policy is Monitored annually
Pt VI, Line 15a	All volunteer. There is no compensation

IRS e-file Signature Authorization for an Exempt Organization

For calendar year 2017, or fiscal year beginning _____, 2017, and ending _____, 20_____

Department of the Treasury
Internal Revenue Service

▶ Do not send to the IRS. Keep for your records.
▶ Go to www.irs.gov/Form8879EO for the latest information.

2017

Name of exempt organization

Delhi Volunteer Fire Department

Employer identification number

30-0246499

Name and title of officer

Cynthia Woolley, Treasurer

Part I Type of Return and Return Information (Whole Dollars Only)

Check the box for the return for which you are using this Form 8879-EO and enter the applicable amount, if any, from the return. If you check the box on line 1a, 2a, 3a, 4a, or 5a, below, and the amount on that line for the return being filed with this form was blank, then leave line 1b, 2b, 3b, 4b, or 5b, whichever is applicable, blank (do not enter -0-). But, if you entered -0- on the return, then enter -0- on the applicable line below. Do not complete more than one line in Part I.

1a Form 990 check here ▶ <input checked="" type="checkbox"/>	b Total revenue, if any (Form 990, Part VIII, column (A), line 12)	1b	136,134.
2a Form 990-EZ check here ▶ <input type="checkbox"/>	b Total revenue, if any (Form 990-EZ, line 9)	2b	
3a Form 1120-POL check here ▶ <input type="checkbox"/>	b Total tax (Form 1120-POL, line 22)	3b	
4a Form 990-PF check here ▶ <input type="checkbox"/>	b Tax based on investment income (Form 990-PF, Part VI, line 5)	4b	
5a Form 8868 check here ▶ <input type="checkbox"/>	b Balance Due (Form 8868, line 3c)	5b	

Part II Declaration and Signature Authorization of Officer

Under penalties of perjury, I declare that I am an officer of the above organization and that I have examined a copy of the organization's 2017 electronic return and accompanying schedules and statements and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amount in Part I above is the amount shown on the copy of the organization's electronic return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send the organization's return to the IRS and to receive from the IRS (a) an acknowledgement of receipt or reason for rejection of the transmission, (b) the reason for any delay in processing the return or refund, and (c) the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the organization's federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the organization's electronic return and, if applicable, the organization's consent to electronic funds withdrawal.

Officer's PIN: check one box only

I authorize _____ to enter my PIN _____ as my signature
ERO firm name

--	--	--	--	--

Enter five numbers, but do not enter all zeros

on the organization's tax year 2017 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I also authorize the aforementioned ERO to enter my PIN on the return's disclosure consent screen.

As an officer of the organization, I will enter my PIN as my signature on the organization's tax year 2017 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I will enter my PIN on the return's disclosure consent screen.

Officer's signature ▶

Date ▶ 03/30/2018

Part III Certification and Authentication

ERO's EFIN/PIN. Enter your six-digit electronic filing identification number (EFIN) followed by your five-digit self-selected PIN.

7	4	8	5	1	5	3	0	0	3	1
---	---	---	---	---	---	---	---	---	---	---

Do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature on the 2017 electronically filed return for the organization indicated above. I confirm that I am submitting this return in accordance with the requirements of Pub. 4163, Modernized e-File (MeF) Information for Authorized IRS e-file Providers for Business Returns.

ERO's signature ▶

Date ▶ 03/30/2018

**ERO Must Retain This Form — See Instructions
Do Not Submit This Form to the IRS Unless Requested To Do So**

- 6. Accept ESD financial reporting from Emergency Services District No. 3 (ESD #3) for Fiscal Year Ending September 30, 2017.**

AFFADAVIT

THE STATE OF TEXAS §
 §
COUNTY OF CALDWELL §

I hereby confirm that I, Bill Hamilton, am Secretary of the Emergency Services District #3, authorized by the Commissioners Court of Caldwell County, Texas. Attached is a Compiled Financial Statement pursuant to the requirements of the Health and Safety Code, Chapter 775, Section 775.0821.

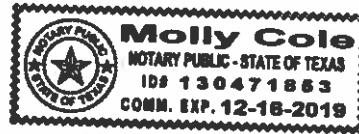
I attest to the accuracy of the attached document and all the information contained herein.

SUBSCRIBED AND SWORN TO
BEFORE ME, ON THE 5th DAY OF June 2018.

Molly Cole
NOTARY PUBLIC

Bill Hamilton
Bill Hamilton, Secretary ESD #3

My Commission Expires: 12-16-2019



Caldwell County Emergency Services District #3
Profit & Loss
 October 2016 through September 2017

	Oct '16 - Sep 17
Ordinary Income/Expense	
Income	
Property Tax	100,861.15
Grant Funds	12,000.00
	112,861.15
Total Income	112,861.15
Expense	
LCRA Grant Expenses	11,022.94
Martindale Volunteer Fire Dept	35,016.69
CCAD Tax Collection Fee	2,878.60
Accounting / Audit	925.00
Post Office Box	48.00
Miscellaneous	33.48
	49,924.71
Total Expense	49,924.71
Net Ordinary Income	62,936.44
Net Income	62,936.44

Caldwell County ESD #3

Balance Sheet

Date: 9/30/2017

Assets		2016-17	
Current Assets			
Cash	\$	126,546.35	
Accounts receivable (Reimb. from MVFD for unused funds 2016-2017)			
Prepaid expenses			
Short-term investments			
<i>Total current assets</i>	\$	126,546.35	-
Fixed (Long-Term) Assets			
Long-term investments		-	
Property, plant, and equipment		-	
Intangible assets			
<i>Total fixed assets</i>		-	-
Other Assets			
Other			
<i>Total Other Assets</i>		-	-
Total Assets	\$	126,546.35	-
Liabilities and Equity			
Current Liabilities			
Accounts payable (MVFD Service Agreement 2017-2018)	\$	52,000.00	
Short-term loans			
Accrued salaries and wages			
Unearned revenue			
Current portion of long-term debt			
<i>Total current liabilities</i>	\$	52,000.00	-
Long-Term Liabilities			
Long-term debt		-	
Other			
<i>Total long-term liabilities</i>		-	-
Equity			
Opening Balance Equity	\$	-	
Unrestricted Net Assets	\$	11,609.91	
Net Income	\$	62,936.44	
<i>Total equity</i>	\$	74,546.35	-
Total Liabilities and Equity	\$	126,546.35	-

Caldwell County ESD #3 Transaction Detail by Account October 2016 through September 2017

Type	Date	Num	Name	Memo	Clr	Split	Original Amount	Paid Amount	Balance
Frost Bank Checking									
Restricted Funds - LCRA Grant									
Deposit	12/16/2016			Deposit	X	Grant Funds	12,000.00	12,000.00	12,000.00
Check	02/13/2017	129	SETON	Medical Bags	X	LCRA Grant Expenses	-1,476.93	-1,476.93	10,523.07
Check	05/08/2017	133	RESCUE RESPONSE GE...	3 THROW BAGS	X	LCRA Grant Expenses	-1,839.71	-1,839.71	8,683.36
Check	09/20/2017	140	CASCO INDUSTRIES, INC	THERMAL IMAGING CAMERA	X	LCRA Grant Expenses	-7,706.30	-7,706.30	977.06
Total Restricted Funds - LCRA Grant								977.06	977.06
Frost Bank Checking - Other									
Deposit	10/03/2016			Deposit	X	Property Tax	9.44	9.44	9.44
Deposit	10/06/2016			Deposit	X	Property Tax	16.79	16.79	26.23
Deposit	10/14/2016			Deposit	X	Property Tax	184.58	184.58	210.81
Check	10/18/2016	121	MARTINDALE VOLUNTEE...	Service Agreement	X	Martindale Volunteer Fir...	-10,532.50	-10,532.50	-10,321.69
Check	10/19/2016	122	LOCHART POST REGIST...	2016 - 2017 TAX RATE NOTICE	X	Miscellaneous	-16.20	-16.20	-10,337.89
Deposit	10/21/2016			Deposit	X	Property Tax	94.35	94.35	-10,243.54
Deposit	10/21/2016			Deposit	X	Property Tax	188.68	188.68	-10,054.86
Deposit	10/27/2016			Deposit	X	Property Tax	978.52	978.52	-9,076.34
Deposit	10/28/2016			Deposit	X	Property Tax	260.22	260.22	-8,816.12
Deposit	11/04/2016			Deposit	X	Property Tax	1,755.60	1,755.60	-7,060.52
Deposit	11/08/2016			Deposit	X	Property Tax	749.91	749.91	-6,310.61
Check	11/09/2016	123	LAUREL SCHUELKE	BOOKKEEPING - OCT	X	Accounting / Audit	-100.00	-100.00	-6,410.61
Deposit	11/10/2016			Deposit	X	Property Tax	1,336.97	1,336.97	-5,073.64
Deposit	11/15/2016			Deposit	X	Property Tax	124.12	124.12	-4,949.52
Deposit	11/18/2016			Deposit	X	Property Tax	1,187.57	1,187.57	-3,761.95
Deposit	11/23/2016			Deposit	X	Property Tax	1,840.48	1,840.48	-1,921.47
Deposit	11/25/2016			Deposit	X	Property Tax	2,241.13	2,241.13	319.66
Deposit	11/30/2016			Deposit	X	Property Tax	247.41	247.41	567.07
Deposit	12/05/2016			Deposit	X	Property Tax	941.34	941.34	1,508.41
Deposit	12/07/2016			Deposit	X	Property Tax	537.26	537.26	2,045.67
Deposit	12/12/2016			Deposit	X	Property Tax	1,663.45	1,663.45	3,709.12
Deposit	12/13/2016			Deposit	X	Property Tax	7,575.02	7,575.02	11,284.14
Deposit	12/14/2016			Deposit	X	Property Tax	360.87	360.87	11,645.01
Deposit	12/16/2016			Deposit	X	Property Tax	571.08	571.08	12,216.09
Deposit	12/20/2016			Deposit	X	Property Tax	2,216.76	2,216.76	14,432.85
Deposit	12/21/2016			Deposit	X	Property Tax	1,436.89	1,436.89	15,869.74
Deposit	12/22/2016			Deposit	X	Property Tax	686.72	686.72	16,556.46
Deposit	12/23/2016			Deposit	X	Property Tax	356.34	356.34	16,912.80
Deposit	12/28/2016			Deposit	X	Property Tax	536.65	536.65	17,449.45
Check	12/28/2016	124	CALDWELL CAD	fee for collecting property taxes	X	CCAD Tax Collection Fee	-772.58	-772.58	16,676.87
Deposit	12/29/2016			Deposit	X	Property Tax	11,569.17	11,569.17	28,246.04
Deposit	12/30/2016			Deposit	X	Property Tax	9,987.46	9,987.46	38,233.50
Deposit	01/03/2017			Deposit	X	Property Tax	1,232.88	1,232.88	39,466.38
Deposit	01/04/2017			Deposit	X	Property Tax	1,889.52	1,889.52	41,355.90
Deposit	01/06/2017			Deposit	X	Property Tax	5,069.81	5,069.81	46,425.71
Deposit	01/10/2017			Deposit	X	Property Tax	1,360.44	1,360.44	47,786.15
Deposit	01/13/2017			Deposit	X	Property Tax	4,236.79	4,236.79	52,022.94
Check	01/17/2017	125	USPS		X	Post Office Box	-48.00	-48.00	51,974.94
Check	01/17/2017	126	MARTINDALE VOLUNTEE...	Service Agreement	X	Martindale Volunteer Fir...	-10,532.50	-10,532.50	41,442.44
Deposit	01/19/2017			Deposit	X	Property Tax	2,469.00	2,469.00	43,911.44
Deposit	01/20/2017			Deposit	X	Property Tax	442.41	442.41	44,353.85
Deposit	01/24/2017			Deposit	X	Property Tax	1,455.40	1,455.40	45,809.25
Deposit	01/25/2017			Deposit	X	Property Tax	2,532.78	2,532.78	48,342.03
Deposit	01/26/2017			Deposit	X	Property Tax	1,802.43	1,802.43	50,144.46
Deposit	01/27/2017			Deposit	X	Property Tax	1,600.80	1,600.80	51,745.26
Check	01/28/2017	127	LAUREL SCHUELKE	BOOKKEEPING	X	Accounting / Audit	-150.00	-150.00	51,595.26
Deposit	01/30/2017			Deposit	X	Property Tax	2,040.33	2,040.33	53,635.59

Caldwell County ESD #3 Transaction Detail by Account October 2016 through September 2017

Type	Date	Num	Name	Memo	Clr	Split	Original Amount	Paid Amount	Balance
Deposit	01/31/2017			Deposit	X	Property Tax	2,460.41	2,460.41	56,096.00
Deposit	02/01/2017			Deposit	X	Property Tax	2,360.19	2,360.19	58,456.19
Deposit	02/02/2017			Deposit	X	Property Tax	4,545.49	4,545.49	63,001.68
Deposit	02/08/2017			Deposit	X	Property Tax	4,727.68	4,727.68	67,729.36
Deposit	02/09/2017			Deposit	X	Property Tax	528.89	528.89	68,258.25
Deposit	02/13/2017			Deposit	X	Property Tax	23.64	23.64	68,281.89
Check	02/13/2017	128	LAUREL SCHUELKE	BOOKKEEPING	X	Accounting / Audit	-75.00	-75.00	68,206.89
Deposit	02/17/2017			Deposit	X	Property Tax	306.30	306.30	68,513.19
Deposit	02/24/2017			Deposit	X	Property Tax	746.87	746.87	69,260.06
Deposit	03/01/2017			Deposit	X	Property Tax	417.92	417.92	69,677.98
Deposit	03/06/2017			Deposit	X	Property Tax	255.37	255.37	69,933.35
Deposit	03/08/2017			Deposit	X	Property Tax	891.41	891.41	70,824.76
Deposit	03/15/2017			Deposit	X	Property Tax	666.46	666.46	71,491.22
Deposit	03/22/2017			Deposit	X	Property Tax	624.74	624.74	72,115.96
Check	03/22/2017	149	CALDWELL CAD	fee for collecting property taxes	X	CCAD Tax Collection Fee	-772.58	-772.58	71,343.38
Check	03/22/2017	150	LAUREL SCHUELKE	BOOKKEEPING	X	Accounting / Audit	-75.00	-75.00	71,268.38
Deposit	03/29/2017			Deposit	X	Property Tax	977.33	977.33	72,245.71
Deposit	04/05/2017			Deposit	X	Property Tax	211.99	211.99	72,457.70
Check	04/11/2017	130	LAUREL SCHUELKE	BOOKKEEPING	X	Accounting / Audit	-75.00	-75.00	72,382.70
Deposit	04/11/2017			Deposit	X	Property Tax	192.24	192.24	72,574.94
Check	04/12/2017	131	MARTINDALE VOLUNTEE...	Service Agreement	X	Martindale Volunteer Fir...	-10,532.50	-10,532.50	62,042.44
Deposit	04/19/2017			Deposit	X	Property Tax	286.43	286.43	62,328.87
Deposit	04/25/2017			Deposit	X	Property Tax	52.48	52.48	62,381.35
Deposit	05/03/2017			Deposit	X	Property Tax	601.83	601.83	62,983.18
Check	05/08/2017	132	LAUREL SCHUELKE	BOOKKEEPING	X	Accounting / Audit	-75.00	-75.00	62,908.18
Deposit	05/10/2017			Deposit	X	Property Tax	4.28	4.28	62,912.46
Deposit	05/16/2017			Deposit	X	Property Tax	305.96	305.96	63,218.42
Deposit	05/23/2017			Deposit	X	CCAD Tax Collection Fee	211.72	211.72	63,430.14
Deposit	05/24/2017			Deposit	X	Property Tax	132.18	132.18	63,562.32
Deposit	06/02/2017			Deposit	X	Property Tax	1,648.47	1,648.47	65,210.79
Deposit	06/08/2017			Deposit	X	Property Tax	182.04	182.04	65,392.83
Check	06/14/2017	134	CALDWELL CAD	fee for collecting property taxes ...	X	CCAD Tax Collection Fee	-772.58	-772.58	64,620.25
Check	06/14/2017	135	LAUREL SCHUELKE	BOOKKEEPING	X	Accounting / Audit	-75.00	-75.00	64,545.25
Deposit	06/16/2017			Deposit	X	Property Tax	239.31	239.31	64,784.56
Deposit	06/23/2017			Deposit	X	Property Tax	96.08	96.08	64,880.64
Deposit	06/30/2017			Deposit	X	Property Tax	0.99	0.99	64,881.63
Deposit	07/06/2017			Deposit	X	Property Tax	6.94	6.94	64,888.57
Deposit	07/11/2017			Deposit	X	Property Tax	86.73	86.73	64,975.30
Check	07/12/2017	137	MARTINDALE VOLUNTEE...	Service Agreement	X	Martindale Volunteer Fir...	-10,532.50	-10,532.50	54,442.80
Check	07/12/2017	136	LAUREL SCHUELKE	BOOKKEEPING	X	Accounting / Audit	-75.00	-75.00	54,367.80
Deposit	07/17/2017			Deposit	X	Property Tax	82.25	82.25	54,450.05
Deposit	07/20/2017			Deposit	X	Property Tax	76.51	76.51	54,526.56
Deposit	07/26/2017			Deposit	X	Property Tax	152.89	152.89	54,679.45
Deposit	08/03/2017			Deposit	X	Property Tax	723.56	723.56	55,403.01
Check	08/09/2017	138	LAUREL SCHUELKE	BOOKKEEPING	X	Accounting / Audit	-75.00	-75.00	55,328.01
Deposit	08/10/2017			Deposit	X	Property Tax	34.36	34.36	55,362.37
Deposit	08/17/2017			Deposit	X	Property Tax	28.82	28.82	55,391.19
Deposit	08/25/2017			Deposit	X	Property Tax	25.01	25.01	55,416.20
Deposit	09/01/2017			Deposit	X	Property Tax	16.91	16.91	55,433.11
Deposit	09/07/2017			Deposit	X	Property Tax	305.51	305.51	55,738.62
Deposit	09/13/2017			Deposit	X	Property Tax	13.46	13.46	55,752.08
Check	09/13/2017	139	LAUREL SCHUELKE	BOOKKEEPING	X	Accounting / Audit	-150.00	-150.00	55,602.08
Deposit	09/20/2017			Deposit	X	Property Tax	26.74	26.74	55,628.82
Check	09/20/2017	141	LOCHART POST REGIST...	2017 - 2018 TAX RATE NOTICE	X	Miscellaneous	-17.28	-17.28	55,611.54
Check	09/20/2017	142	CALDWELL CAD	fee for collecting property taxes ...	X	CCAD Tax Collection Fee	-772.58	-772.58	54,838.96
Deposit	09/29/2017			Deposit	X	Property Tax	7.11	7.11	54,846.07

Caldwell County ESD #3 Transaction Detail by Account October 2016 through September 2017

Type	Date	Num	Name	Memo	Clr	Split	Original Amount	Paid Amount	Balance
Deposit	09/30/2017			Deposit	X	Martindale Volunteer Fir...	7,113.31	7,113.31	61,959.38
Total Frost Bank Checking - Other								61,959.38	61,959.38
Total Frost Bank Checking								62,936.44	62,936.44
Property Tax									
Deposit	10/03/2016		CALDWELL CO APPRAIS...	Deposit		Frost Bank Checking	-9.44	-9.44	-9.44
Deposit	10/06/2016		CALDWELL CO APPRAIS...	Deposit		Frost Bank Checking	-16.79	-16.79	-26.23
Deposit	10/14/2016		CALDWELL CO APPRAIS...	Deposit		Frost Bank Checking	-184.58	-184.58	-210.81
Deposit	10/21/2016		CALDWELL CO APPRAIS...	Deposit		Frost Bank Checking	-94.35	-94.35	-305.16
Deposit	10/21/2016		CALDWELL CO APPRAIS...	Deposit		Frost Bank Checking	-188.68	-188.68	-493.84
Deposit	10/27/2016		CALDWELL CO APPRAIS...	Deposit		Frost Bank Checking	-978.52	-978.52	-1,472.36
Deposit	10/28/2016		CALDWELL CO APPRAIS...	Deposit		Frost Bank Checking	-260.22	-260.22	-1,732.58
Deposit	11/04/2016		CALDWELL CO APPRAIS...	Deposit		Frost Bank Checking	-1,755.60	-1,755.60	-3,488.18
Deposit	11/08/2016		CALDWELL CO APPRAIS...	Deposit		Frost Bank Checking	-749.91	-749.91	-4,238.09
Deposit	11/10/2016		CALDWELL CO APPRAIS...	Deposit		Frost Bank Checking	-1,336.97	-1,336.97	-5,575.06
Deposit	11/15/2016		CALDWELL CO APPRAIS...	Deposit		Frost Bank Checking	-124.12	-124.12	-5,699.18
Deposit	11/18/2016		CALDWELL CO APPRAIS...	Deposit		Frost Bank Checking	-1,187.57	-1,187.57	-6,886.75
Deposit	11/23/2016		CALDWELL CO APPRAIS...	Deposit		Frost Bank Checking	-1,840.48	-1,840.48	-8,727.23
Deposit	11/25/2016		CALDWELL CO APPRAIS...	Deposit		Frost Bank Checking	-2,241.13	-2,241.13	-10,968.36
Deposit	11/30/2016		CALDWELL CO APPRAIS...	Deposit		Frost Bank Checking	-247.41	-247.41	-11,215.77
Deposit	12/05/2016		CALDWELL CO APPRAIS...	Deposit		Frost Bank Checking	-941.34	-941.34	-12,157.11
Deposit	12/07/2016		CALDWELL CO APPRAIS...	Deposit		Frost Bank Checking	-537.26	-537.26	-12,694.37
Deposit	12/12/2016		CALDWELL CO APPRAIS...	Deposit		Frost Bank Checking	-1,663.45	-1,663.45	-14,357.82
Deposit	12/13/2016		CALDWELL CO APPRAIS...	Deposit		Frost Bank Checking	-7,575.02	-7,575.02	-21,932.84
Deposit	12/14/2016		CALDWELL CO APPRAIS...	Deposit		Frost Bank Checking	-360.87	-360.87	-22,293.71
Deposit	12/16/2016		CALDWELL CO APPRAIS...	Deposit		Frost Bank Checking	-571.08	-571.08	-22,864.79
Deposit	12/20/2016		CALDWELL CO APPRAIS...	Deposit		Frost Bank Checking	-2,216.76	-2,216.76	-25,081.55
Deposit	12/21/2016		CALDWELL CO APPRAIS...	Deposit		Frost Bank Checking	-1,436.89	-1,436.89	-26,518.44
Deposit	12/22/2016		CALDWELL CO APPRAIS...	Deposit		Frost Bank Checking	-686.72	-686.72	-27,205.16
Deposit	12/23/2016		CALDWELL CO APPRAIS...	Deposit		Frost Bank Checking	-356.34	-356.34	-27,561.50
Deposit	12/28/2016		CALDWELL CO APPRAIS...	Deposit		Frost Bank Checking	-536.65	-536.65	-28,098.15
Deposit	12/29/2016		CALDWELL CO APPRAIS...	Deposit		Frost Bank Checking	-11,569.17	-11,569.17	-39,667.32
Deposit	12/30/2016		CALDWELL CO APPRAIS...	Deposit		Frost Bank Checking	-9,987.46	-9,987.46	-49,654.78
Deposit	01/03/2017		CALDWELL CO APPRAIS...	Deposit		Frost Bank Checking	-1,232.88	-1,232.88	-50,887.66
Deposit	01/04/2017		CALDWELL CO APPRAIS...	Deposit		Frost Bank Checking	-1,889.52	-1,889.52	-52,777.18
Deposit	01/06/2017		CALDWELL CO APPRAIS...	Deposit		Frost Bank Checking	-5,069.81	-5,069.81	-57,846.99
Deposit	01/10/2017		CALDWELL CO APPRAIS...	Deposit		Frost Bank Checking	-1,360.44	-1,360.44	-59,207.43
Deposit	01/13/2017		CALDWELL CO APPRAIS...	Deposit		Frost Bank Checking	-4,236.79	-4,236.79	-63,444.22
Deposit	01/19/2017		CALDWELL CO APPRAIS...	Deposit		Frost Bank Checking	-2,469.00	-2,469.00	-65,913.22
Deposit	01/20/2017		CALDWELL CO APPRAIS...	Deposit		Frost Bank Checking	-442.41	-442.41	-66,355.63
Deposit	01/24/2017		CALDWELL CO APPRAIS...	Deposit		Frost Bank Checking	-1,455.40	-1,455.40	-67,811.03
Deposit	01/25/2017		CALDWELL CO APPRAIS...	Deposit		Frost Bank Checking	-2,532.78	-2,532.78	-70,343.81
Deposit	01/26/2017		CALDWELL CO APPRAIS...	Deposit		Frost Bank Checking	-1,802.43	-1,802.43	-72,146.24
Deposit	01/27/2017		CALDWELL CO APPRAIS...	Deposit		Frost Bank Checking	-1,600.80	-1,600.80	-73,747.04
Deposit	01/30/2017		CALDWELL CO APPRAIS...	Deposit		Frost Bank Checking	-2,040.33	-2,040.33	-75,787.37
Deposit	01/31/2017		CALDWELL CO APPRAIS...	Deposit		Frost Bank Checking	-2,460.41	-2,460.41	-78,247.78
Deposit	02/01/2017		CALDWELL CO APPRAIS...	Deposit		Frost Bank Checking	-2,360.19	-2,360.19	-80,607.97
Deposit	02/02/2017		CALDWELL CO APPRAIS...	Deposit		Frost Bank Checking	-4,545.49	-4,545.49	-85,153.46
Deposit	02/08/2017		CALDWELL CO APPRAIS...	Deposit		Frost Bank Checking	-4,727.68	-4,727.68	-89,881.14
Deposit	02/09/2017		CALDWELL CO APPRAIS...	Deposit		Frost Bank Checking	-528.89	-528.89	-90,410.03
Deposit	02/13/2017		CALDWELL CO APPRAIS...	Deposit		Frost Bank Checking	-23.64	-23.64	-90,433.67
Deposit	02/17/2017		CALDWELL CO APPRAIS...	Deposit		Frost Bank Checking	-306.30	-306.30	-90,739.97
Deposit	02/24/2017		CALDWELL CO APPRAIS...	Deposit		Frost Bank Checking	-746.87	-746.87	-91,486.84
Deposit	03/01/2017		CALDWELL CO APPRAIS...	Deposit		Frost Bank Checking	-417.92	-417.92	-91,904.76
Deposit	03/06/2017		CALDWELL CO APPRAIS...	Deposit		Frost Bank Checking	-255.37	-255.37	-92,160.13

Caldwell County ESD #3 Transaction Detail by Account October 2016 through September 2017

Type	Date	Num	Name	Memo	Clr	Split	Original Amount	Paid Amount	Balance
Deposit	03/08/2017		CALDWELL CO APPRAIS...	Deposit		Frost Bank Checking	-891.41	-891.41	-93,051.54
Deposit	03/15/2017		CALDWELL CO APPRAIS...	Deposit		Frost Bank Checking	-666.46	-666.46	-93,718.00
Deposit	03/22/2017		CALDWELL CO APPRAIS...	Deposit		Frost Bank Checking	-624.74	-624.74	-94,342.74
Deposit	03/29/2017		CALDWELL CO APPRAIS...	Deposit		Frost Bank Checking	-977.33	-977.33	-95,320.07
Deposit	04/05/2017		CALDWELL CO APPRAIS...	Deposit		Frost Bank Checking	-211.99	-211.99	-95,532.06
Deposit	04/11/2017		CALDWELL CO APPRAIS...	Deposit		Frost Bank Checking	-192.24	-192.24	-95,724.30
Deposit	04/19/2017		CALDWELL CO APPRAIS...	Deposit		Frost Bank Checking	-286.43	-286.43	-96,010.73
Deposit	04/25/2017		CALDWELL CO APPRAIS...	Deposit		Frost Bank Checking	-52.48	-52.48	-96,063.21
Deposit	05/03/2017		CALDWELL CO APPRAIS...	Deposit		Frost Bank Checking	-601.83	-601.83	-96,665.04
Deposit	05/10/2017		CALDWELL CO APPRAIS...	Deposit		Frost Bank Checking	-4.28	-4.28	-96,669.32
Deposit	05/16/2017		CALDWELL CO APPRAIS...	Deposit		Frost Bank Checking	-305.96	-305.96	-96,975.28
Deposit	05/24/2017		CALDWELL CO APPRAIS...	Deposit		Frost Bank Checking	-132.18	-132.18	-97,107.46
Deposit	06/02/2017		CALDWELL CO APPRAIS...	Deposit		Frost Bank Checking	-1,648.47	-1,648.47	-98,755.93
Deposit	06/08/2017		CALDWELL CO APPRAIS...	Deposit		Frost Bank Checking	-182.04	-182.04	-98,937.97
Deposit	06/16/2017		CALDWELL CO APPRAIS...	Deposit		Frost Bank Checking	-239.31	-239.31	-99,177.28
Deposit	06/23/2017		CALDWELL CO APPRAIS...	Deposit		Frost Bank Checking	-96.08	-96.08	-99,273.36
Deposit	06/30/2017		CALDWELL CO APPRAIS...	Deposit		Frost Bank Checking	-0.99	-0.99	-99,274.35
Deposit	07/06/2017		CALDWELL CO APPRAIS...	Deposit		Frost Bank Checking	-6.94	-6.94	-99,281.29
Deposit	07/11/2017		CALDWELL CO APPRAIS...	Deposit		Frost Bank Checking	-86.73	-86.73	-99,368.02
Deposit	07/17/2017		CALDWELL CO APPRAIS...	Deposit		Frost Bank Checking	-82.25	-82.25	-99,450.27
Deposit	07/20/2017		CALDWELL CO APPRAIS...	Deposit		Frost Bank Checking	-76.51	-76.51	-99,526.78
Deposit	07/26/2017		CALDWELL CO APPRAIS...	Deposit		Frost Bank Checking	-152.89	-152.89	-99,679.67
Deposit	08/03/2017		CALDWELL CO APPRAIS...	Deposit		Frost Bank Checking	-723.56	-723.56	-100,403.23
Deposit	08/10/2017		CALDWELL CO APPRAIS...	Deposit		Frost Bank Checking	-34.36	-34.36	-100,437.59
Deposit	08/17/2017		CALDWELL CO APPRAIS...	Deposit		Frost Bank Checking	-28.82	-28.82	-100,466.41
Deposit	08/25/2017		CALDWELL CO APPRAIS...	Deposit		Frost Bank Checking	-25.01	-25.01	-100,491.42
Deposit	09/01/2017		CALDWELL CO APPRAIS...	Deposit		Frost Bank Checking	-16.91	-16.91	-100,508.33
Deposit	09/07/2017		CALDWELL CO APPRAIS...	Deposit		Frost Bank Checking	-305.51	-305.51	-100,813.84
Deposit	09/13/2017		CALDWELL CO APPRAIS...	Deposit		Frost Bank Checking	-13.46	-13.46	-100,827.30
Deposit	09/20/2017		CALDWELL CO APPRAIS...	Deposit		Frost Bank Checking	-26.74	-26.74	-100,854.04
Deposit	09/29/2017		CALDWELL CO APPRAIS...	Deposit		Frost Bank Checking	-7.11	-7.11	-100,861.15
Total Property Tax								-100,861.15	-100,861.15
Grant Funds									
Deposit	12/16/2016		LCRA	Deposit		Restricted Funds - LCR...	-12,000.00	-12,000.00	-12,000.00
Total Grant Funds								-12,000.00	-12,000.00
LCRA Grant Expenses									
Check	02/13/2017	129	SETON	Medical Bags		Restricted Funds - LCR...	1,476.93	1,476.93	1,476.93
Check	05/08/2017	133	RESCUE RESPONSE GE...	3 THROW BAGS		Restricted Funds - LCR...	1,839.71	1,839.71	3,316.64
Check	09/20/2017	140	CASCO INDUSTRIES, INC	THERMAL IMAGING CAMERA		Restricted Funds - LCR...	7,706.30	7,706.30	11,022.94
Total LCRA Grant Expenses								11,022.94	11,022.94
Martindale Volunteer Fire Dept									
Check	10/18/2016	121	MARTINDALE VOLUNTEE...	Service Agreement		Frost Bank Checking	10,532.50	10,532.50	10,532.50
Check	01/17/2017	126	MARTINDALE VOLUNTEE...	Service Agreement		Frost Bank Checking	10,532.50	10,532.50	21,065.00
Check	04/12/2017	131	MARTINDALE VOLUNTEE...	Service Agreement		Frost Bank Checking	10,532.50	10,532.50	31,597.50
Check	07/12/2017	137	MARTINDALE VOLUNTEE...	4th Qtr Payment		Frost Bank Checking	10,532.50	10,532.50	42,130.00
Deposit	09/30/2017		MARTINDALE VOLUNTEE...	Refund of unused funds		Frost Bank Checking	-7,113.31	-7,113.31	35,016.69
Total Martindale Volunteer Fire Dept								35,016.69	35,016.69
CCAD Tax Collection Fee									
Check	12/28/2016	124	CALDWELL CAD	fee for collecting property taxes		Frost Bank Checking	772.58	772.58	772.58
Check	03/22/2017	149	CALDWELL CAD	fee for collecting property taxes		Frost Bank Checking	772.58	772.58	1,545.16
Deposit	05/23/2017		CALDWELL CAD	refund		Frost Bank Checking	-211.72	-211.72	1,333.44
Check	06/14/2017	134	CALDWELL CAD	fee for collecting property taxes ...		Frost Bank Checking	772.58	772.58	2,106.02

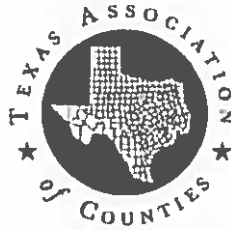
Caldwell County ESD #3 Transaction Detail by Account October 2016 through September 2017

Type	Date	Num	Name	Memo	Clr	Split	Original Amount	Paid Amount	Balance
Check	09/20/2017	142	CALDWELL CAD	fee for collecting property taxes ...		Frost Bank Checking	772.58	772.58	2,878.60
Total CCAD Tax Collection Fee								2,878.60	2,878.60
Accounting / Audit									
Check	11/09/2016	123	LAUREL SCHUELKE	BOOKKEEPING - OCT		Frost Bank Checking	100.00	100.00	100.00
Check	01/28/2017	127	LAUREL SCHUELKE	BOOKKEEPING		Frost Bank Checking	150.00	150.00	250.00
Check	02/13/2017	128	LAUREL SCHUELKE	BOOKKEEPING		Frost Bank Checking	75.00	75.00	325.00
Check	03/22/2017	150	LAUREL SCHUELKE	BOOKKEEPING		Frost Bank Checking	75.00	75.00	400.00
Check	04/11/2017	130	LAUREL SCHUELKE	BOOKKEEPING		Frost Bank Checking	75.00	75.00	475.00
Check	05/08/2017	132	LAUREL SCHUELKE	BOOKKEEPING		Frost Bank Checking	75.00	75.00	550.00
Check	06/14/2017	135	LAUREL SCHUELKE	BOOKKEEPING		Frost Bank Checking	75.00	75.00	625.00
Check	07/12/2017	136	LAUREL SCHUELKE	BOOKKEEPING		Frost Bank Checking	75.00	75.00	700.00
Check	08/09/2017	138	LAUREL SCHUELKE	BOOKKEEPING		Frost Bank Checking	75.00	75.00	775.00
Check	09/13/2017	139	LAUREL SCHUELKE	BOOKKEEPING		Frost Bank Checking	150.00	150.00	925.00
Total Accounting / Audit								925.00	925.00
Post Office Box									
Check	01/17/2017	125	USPS			Frost Bank Checking	48.00	48.00	48.00
Total Post Office Box								48.00	48.00
Miscellaneous									
Check	10/19/2016	122	LOCHART POST REGIST...	2016 - 2017 TAX RATE NOTICE		Frost Bank Checking	16.20	16.20	16.20
Check	09/20/2017	141	LOCHART POST REGIST...	2017 - 2018 TAX RATE NOTICE		Frost Bank Checking	17.28	17.28	33.48
Total Miscellaneous								33.48	33.48
TOTAL								0.00	0.00

ACTION AGENDA ITEMS

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

8. **Discussion/Action** to consider adopting an order to regulate certain fireworks in the unincorporated areas of the county during the Fourth of July Fireworks period. **Cost: None; Speaker: Judge Schawe/ Martin Ritchey; Backup: 2.**



FOURTH OF JULY FIREWORKS PERIOD

(JUNE 24-MIDNIGHT, JULY 4)

DEADLINE TO ADOPT ORDER: JUNE 14, 2018

Local Government Code, §352.051 authorizes the commissioners court to adopt an order regulating certain fireworks in the unincorporated areas of the county under drought conditions. **The statute provides that the order must be adopted before June 15 of each year for the Fourth of July period.**

If your county is designated a drought area, and your court wishes to adopt such an order, action must be taken before the deadline. To determine whether your county is designated a drought area, please visit the Texas Interagency Coordination Center website at tamu.edu/ticc/ or call the Texas Forest Service at (979) 458-7331. The Texas Forest Service has developed drought [weblinks](#) to assist your county in monitoring drought conditions more closely.

If the court decides to adopt an order, the order may prohibit or restrict the sale or use of "restricted fireworks", which are defined as "skyrockets with sticks" as classified in 49 Code of Federal Regulations, §173.100(r)(2) in effect on October 1, 1986 and as missiles with fins. A violation of the order is a Class C misdemeanor. Also, a citizen can file suit for an injunction to prevent a violation or threatened violation of the order. An order issued by your court based on a Texas Forest Service determination will expire when the Texas Forest Service finds that your county is no longer in a drought condition.

Under Local Government Code § 352.051(f), the county may also designate one or more "safe" areas where the use of restricted fireworks is not prohibited. In determining if an area may be considered "safe" the court should take into account whether adequate public safety and fire protection services are provided to the area.

A sample order is provided on the following page. If your court decides to designate "safe" areas, the order will need to be modified to include appropriate language. A copy of Local Government Code §352.051, the portions of the Occupation Code that define and explain permitted and prohibited fireworks, and copies of the Federal regulations referenced in the state law are available online at county.org/fireworks. If you have any questions, please contact the Legal Department toll-free at (888) 275-8224.

STATE OF TEXAS
COUNTY OF _____

ORDER [PROHIBITING OR RESTRICTING] CERTAIN FIREWORKS
IN UNINCORPORATED AREAS OF _____ COUNTY, TEXAS

WHEREAS, the Texas Forest Service has determined that drought conditions exist in _____ County; and

WHEREAS, on the ____ of _____, 2018, the Commissioners Court of _____ County has determined that the normal danger of fire in the unincorporated areas of _____ County is greatly enhanced by the extremely dry conditions now existing;

NOW, THEREFORE, the Commissioners Court of _____ County adopts this Order [prohibiting OR restricting] the sale or use of restricted fireworks in the unincorporated areas of _____ County.

- A. A person may not sell, detonate, ignite, or in any way use fireworks classified as "skyrockets with sticks" under 49 C.F.R. part. 173.100(r)(2) (10-01-86 edition) or missiles with fins in any portion of the unincorporated areas of _____ County.
- B. [Describe specific restrictions, if applicable.]
- C. This Order does not prohibit "permissible fireworks" as authorized in Occupations Code Section 2154.003(a).
- D. A person commits an offense if the person knowingly or intentionally violates a prohibition established by this Order. An offense under this order is a Class C. Misdemeanor.
- E. This order expires on the date the Texas Forest Service determines drought conditions no longer exist in the county or _____ [Insert date on or after July 4], whichever is earlier.

APPROVED this the ____ day of _____, 2018, by the _____ County
Commissioners Court.

COUNTY JUDGE

Attest: _____
CLERK

9. **Discussion/Action** to consider renewing a license agreement with Camp Gladiator for use of the Caldwell County Justice Center parking lot. **Cost: None; Speaker: Commissioner Wright; Backup: 4.**



LICENSE AGREEMENT FOR USE OF THE JUSTICE CENTER GROUNDS

This License Agreement for Use of the Justice Center Grounds is made and entered between Caldwell County, Texas (“the County”) and Camp Gladiator, Inc. (hereinafter “Licensee”) for the Exercise Fitness Boot Camp event.

WHEREAS Licensee wishes to make use of the Caldwell County Justice Center Grounds (hereinafter “the Justice Center Grounds”), located at 1703 S. Colorado Street, Lockhart, Texas 78644 in Caldwell County, Texas.

WHEREAS the County, to promote a sense of community, does, from time to time, allow private and/or public entities temporary license to use the Justice Center Grounds.

NOW, THEREFORE, the County and Licensee agree to the following terms, conditions, rights, and duties:

I.

TERM, HOURS, AND NUMBER

This agreement is effective beginning the 11th day of June, 2018 and ending the 12th day of September, 2018 (hereinafter “the Term”) and provides for Licensee’s lawful use of the Justice Center Grounds between the hours of 5:00 am and 6:30 am, Monday through Friday (hereinafter “the Event Hours”), unless this Agreement is otherwise terminated under Section V of this Agreement. The temporary license granted by the County under this Agreement is expressly limited to the Term and the Event Hours cited above. Licensee agrees that it will make diligent efforts to limit the number of people allowed onto the Justice Center Grounds at any given time during the Term to fifty (50).

II.

CONSIDERATION

The parties to this Agreement recognize that ample consideration exists to bind them to the terms and obligations contained herein.

III.
MANAGEMENT

Licensee shall be responsible for the management of the Justice Center Grounds during the Event Hours of the Term. Licensee's management responsibilities shall include, but not be limited to: **1)** ensuring that the Justice Center Grounds are secure and safe during the Event Hours of the Term for any event(s) that Licensee wishes to have on the County's property, **2)** ensuring that crowd control and other safety precautions are planned in advance of the event(s) and implemented during the event(s), **3)** ensuring that any items, improvements, or personal property brought upon the Justice Center Grounds during the Term do not damage the Justice Center Grounds, **4)** ensuring that any items, improvements, and/or personal property brought upon the Justice Center Grounds during the Term are safe and secure, considering that the public shall have access to said items, improvements, and/or personal property, **5)** ensuring that all activities and/or materials related to the event(s) are properly and legally permitted by any governmental or private authority that has regulation powers over that activity or material, **and 6)** ensuring that all materials that are brought onto or left on the Justice Center Grounds during the Term, including all trash or litter, are removed after each daily use of the Justice Center Grounds.

IV.
WRITTEN NOTICE OF ACTIVITIES

No later than three (3) business days before the beginning of the Term, Licensee shall provide the County with a written, detailed overview of all events and activities that will occur on the Justice Center Grounds under this Agreement and during the Term. In said overview, Licensee shall also include information regarding: **1)** the anticipated number of people attending the event(s) on the Justice Center Grounds and the anticipated times of the event(s), **2)** security, if any, that will be provided or arranged by Licensee, **and 3)** any materials, items, or objects that Licensee intends to bring onto the Justice Center Grounds.

V.
RIGHTS OF THE COUNTY

The County reserves the following rights under this License Agreement: **1)** to further limit the time, place, and manner of any activities on the Justice Center Grounds by providing Licensee with a written instruction of how that activity shall be conducted; **2)** to prohibit, terminate, restrain, or enjoin any activity on the Justice Center Grounds that was not detailed in Licensee's Written Notice of Activities cited above in Section IV; **3)** to prohibit the use of certain materials, items, or other objects that Licensee wishes to bring onto the Justice Center Grounds by providing written notice of that prohibition to Licensee; **4)** to require certain action(s) by Licensee that further the health, safety, legality, and security of the Justice Center Grounds, Licensee's event(s) and those individuals attending Licensee's event(s) by providing written notice of that requirement to Licensee; **5)** to change the Hours under this Agreement by providing written notice of that change to Licensee; **6)** to change the Term under this

Agreement by providing written notice of that change to Licensee; **7)** to enter and use the Justice Center Grounds for certain circumstances, to include emergencies, during the Hours and Term under this Agreement; **and 8)** to terminate the License issued under this Agreement by providing ten (10) business days written notice of that termination to Licensee. Licensee recognizes the County's reservation of the above rights, and agrees to comply with the County's written assertion of rights under this Section.

VI. DEPOSIT

Licensee shall remit payment of Two Hundred United States Dollars (\$200.00 USD) to the County in the form of a Cashier's Check or Money Order, said monies to be held in trust by the County during the Term. The Cashier's Check or Money Order may be deposited into a Caldwell County bank account if the County: **1)** determines that Licensee's use of the Justice Center Grounds has caused the County to incur expenses or damages; **2)** provides written notice to Licensee, within ten (10) business days of the end of the Term, that Licensee's use of the Justice Center Grounds during the Term has caused the County to incur expenses or damages; **3)** provides a written accounting to Licensee, within ten (10) business days of the end of the Term, that details the expenses or damages incurred; **and 4)** refunds the remainder of the Licensee's deposit, if any, after subtracting any and all expenses and/or damages incurred from the deposit, such refund to occur within ten (10) business days of the end of the Term. If the County's written accounting to Licensee under this Section exceeds the amount deposited by Licensee, Licensee shall, within a reasonable time, pay the County the difference between the amount claimed by the County and the amount deposited by Licensee, such monies being considered liquidated damages by the parties hereto.

VII. INSURANCE

Licensee is a Texas corporation which maintains a commercial general liability insurance policy with amount(s) sufficient to save, protect and insure Licensee, (or, County, if Licensee indemnifies the County under Section VIII, below) for the Authorized Activity being held in the License Area. Evidence of Licensee's general liability coverage will be provided to County upon request. Furthermore, Licensee agrees to add the License Area as an insured under its liability policy, before the Term is to commence. A copy of this insurance policy is attached as Exhibit "A" and is incorporated herein.

VIII. CONTRACTUAL RELATIONSHIP; INDEMNITY

The County and Licensee are independent contractors under the terms of this Agreement. Nothing in this Agreement shall be construed to mean that Licensee is an agent or employee of the County, nor that the County is an agent or employee of Licensee. Neither Licensee nor the County will be liable for the

actions of, or failure to act by, any employee, agent, volunteer, or officer of the other party. Licensee will be responsible for investigating, handling, responding to, and defending claims and causes of action arising from any act, omission or failure to act by Licensee under this agreement. The County will be responsible for investigating, handling, responding to, and defending claims and causes of action arising from any act, omission or failure to act by the County under this agreement. Licensee recognizes that claims and/or causes of action may arise in relation to materials, items, or other objects that are brought onto the Justice Center Grounds by Licensee. TO THE EXTENT ALLOWED BY APPLICABLE LAW, LICENSEE AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS THE COUNTY AGAINST ANY CLAIM OF PREMISE LIABILITY, OR ANY OTHER CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, OR LIABILITY, IF SUCH CLAIM RELATES TO MATERIALS, ITEMS, OR OTHERS OBJECTS THAT ARE BROUGHT ONTO THE JUSTICE CENTER GROUNDS BY LICENSEE OR LICENSEE'S AGENTS, EMPLOYEES, VOLUNTEERS, OR OFFICERS.

The parties to this LICENSE AGREEMENT FOR USE OF JUSTICE CENTER GROUNDS hereby agree to the terms and conditions cited above, as is evidenced by their signatures, or the signatures of their lawful representatives, below.

Caldwell County Texas, Licensor
By: Judge Ken Schawe
County Judge
110 S. Main Street, Room 201
Lockhart, Texas 78644

Camp Gladiator, Inc., Licensee
By: _____

10. Discussion/Action to execute the renewal of the Central Texas Alternative Dispute Resolution Services Agreement. **Cost: None; Speaker: Judge Schawe; Backup: 5.**

**AGREEMENT FOR
ALTERNATIVE DISPUTE RESOLUTION SERVICES**

This Agreement for Alternative Dispute Resolution Services (hereinafter referred to as the "Agreement") is by and between Caldwell County, Texas, a political subdivision of the State of Texas (hereinafter referred to as the "County") and Central Texas Alternative Dispute Resolution, Inc., a Texas nonprofit corporation (hereinafter referred to as the "DRC"). In this Agreement, the County and the DRC sometimes are referred to jointly as the "Parties" and individually as a "Party."

WHEREAS, the DRC is a Texas nonprofit corporation serving Central Texas, whose principal purpose is to provide the citizens of the County and surrounding counties with access to affordable, quality, effective, alternative dispute resolution ("ADR") services, including mediation, negotiation, facilitation, and conciliation; and

WHEREAS, the DRC's other purposes include providing the citizens of the County and surrounding counties with education and training regarding ADR services, including mediation, negotiation, facilitation, and conciliation; and

WHEREAS, the County finds significant public benefit in providing a more-peaceable atmosphere in the community, relieving crowded court dockets, reducing the costs of litigation, and saving the County's taxpayers money by making available to the County's residents access to affordable, quality, effective ADR services, including mediation, negotiation, facilitation, and conciliation, as well as education and training regarding ADR services.

NOW THEREFORE, in consideration of the promises and covenants exchanged below, the Parties agree to the following:

I. RESPONSIBILITIES OF THE DRC

A. To Provide ADR Programs and Services. The DRC will be responsible for providing ADR programs and services to the County's residents. The programs and services will include, but not be limited to, those described in this paragraph.

1. Court-Annexed Mediations. The DRC's programs and services will include mediation, of court-referred civil cases from the district courts, county courts-at-law, or justice of the peace courts, with particular emphasis being given to pro-se cases, cases involving at least one indigent party, cases involving an amount in dispute of \$50,000.00 or less, and divorce, child conservatorship, and child-support cases. There will be no cost to the referred parties of cases from the justice of the peace courts, however parties to district court or county court-at-law cases may incur a minimal fee. The intent of this program is to provide service for low income parties, such as, income and asset guidelines may be applied that are consistent with guidelines in other counties served by the DRC. The DRC's programs and services under this Agreement shall be provided at one or more convenient and accessible places located in Caldwell County. The Executive Director and other DRC staff will work in concert with the County's judges and

court coordinators to determine which cases are best suited and most appropriate for referral to mediation.

2. **Community-Based Mediations.** The DRC's programs and services will also encompass mediation of disputes that might arise between neighbors, employers and employees, landlords and tenants, consumers and merchants, or other parties seeking to resolve disputes without the use of litigation. The intent behind offering such services to the community is to make the County a more-peaceable community in which to live, work, and transact business.
3. **Education and Training.** The DRC will provide programs to educate the County's citizens regarding the benefits of ADR techniques, and it will dispense information about resolving disputes in positive, non-violent ways. The DRC's programs and services will include the training of volunteer mediators to serve the community.

B. To Provide Reporting, Requests for Payment, and Management of Programs and Services. The DRC will provide the County with reports of activities and requests for payment as follows:

1. **Reports.** The DRC will provide the County with detailed quarterly and cumulative annual reports regarding (a) its activities, including sources, disposition, and/or current status of all cases completed or pending during each respective period, and (b) its financial status, including revenues and expenditures, for each of those same periods.
2. **Requests for Payment.** The DRC will provide the County with monthly requests for funds to be paid to the DRC from the Alternative Dispute Resolution System Fund. Said monthly requests will contain such reasonable information and details regarding expenses and application of funds as the County Auditor, or his designee, deems necessary.
3. **Management of Programs and Services.** The DRC will manage its own programs and services and implement rules, procedures, and policies that control or direct all affairs of its programs and services. The DRC will also maintain and administer one or more operating accounts separate and distinct from the County's ADR System Fund. The DRC's operating account(s) may be funded by user fees, grants, donations, fundraising activities, and funds from other programs and services, in addition to any amounts provided by the County. The County Auditor shall have a right, upon provision of reasonable written notice to DRC, to review and audit all DRC accounts, regardless of the funding source(s) for those accounts. All reviewing and auditing of DRC accounts shall be performed during regular business hours.

C. To Maintain Insurance. The DRC will maintain in full force and effect, during the entire term of this Agreement, a policy of general liability insurance in which the limits shall not be less than \$100,000.00 for each person and \$300,000.00 for each single occurrence for bodily injury or death and \$100,000.00 for each single occurrence for destruction of property. The policy will name the County and the DRC as insured parties, and it will

contain a clause that the insurer will not cancel or change the insurance without first giving the County at least ten days' prior written notice. The insurance will be from a company acceptable to the County, and a copy of the policy or certification of insurance will be delivered to the County.

II. RESPONSIBILITIES OF THE COUNTY

- A. To Maintain and Administer an ADR System Fund.** In accordance with the provisions of Section 152.004 of the Texas Civil Practice and Remedies Code, the County has established and is administering, and will continue to administer during the term of this Agreement, an ADR system fund by collecting a fee of \$15.00 per filing, paid as other court costs, on all civil cases filed in the County at both the district and county court levels, and \$5.00 per filing on all civil cases filed in the justice of the peace courts, excluding (1) suits filed by the County, (2) suits for delinquent taxes, (3) condemnation proceedings under Chapter 21 of the Texas Property Code, and (4) proceedings under Subtitle C, Title 7, of the Texas Health and Safety Code.
- B. To Compensate the DRC for ADR Programs and Services.** The filing fees collected by the County pursuant to Section 152.004 of the Texas Civil Practice and Remedies Code are to be held in the County Treasury in the ADR System Fund. In exchange for the DRC's programs and services, the County will pay the fees held in the ADR system fund to the DRC on a monthly basis, in accordance with the monthly requests for payment that the DRC will submit to the County as provided in this Agreement. All payments, including payment amounts, are subject to the approval of the County Auditor before payment.

III. OTHER TERMS AND CONDITIONS

- A. Availability of Funds.** Both Parties understand that the only funds available from the County for distribution to the DRC for services described in this Agreement will be the funds collected as fees pursuant to Section 152.004 of the Texas Civil Practice and Remedies Code and available in the ADR System Fund.
- B. Relationship of the Parties.** At all times and for all purposes hereunder, the DRC will be an independent contractor, not a County employee. No statement contained in this Agreement will be construed so as to find any employee of the DRC an employee of the County. The DRC, its agents, employees, officers, and directors, will be entitled to none of the rights, privileges, or benefits of County employment unless the County so authorizes. The DRC is and will remain an independent agency with respect to all programs and services it performs under this Agreement.
- C. DRC's Relationships with Others.** The DRC reserves the right to establish relationships with, and to provide ADR programs and services for, other public and private entities and individuals.

D. Term and Termination. This Agreement will be in full force and effect from February 1, 2018 through January 31, 2019, unless otherwise terminated prior to that time by a Party as provided under the terms of this Agreement. A Party may terminate its performance under this Agreement either upon default by the other Party or without fault by written consent of both parties to terminate the agreement. Should a default occur, the Party against whom the default has occurred shall have the right to terminate all or part of its duties under the terms of this Agreement as of the thirtieth (30th) day following the receipt, by the defaulting Party, of notice describing such default(s) and the intention of the other Party to terminate, provided that: 1) such termination will be ineffective if within said thirty-day period the defaulting Party cures the default, or 2) such termination may, at the sole election of the Party against whom the default has occurred, be stayed pending the cure of the default.

E. Non-Waiver. No waiver of any provision of this Agreement will be deemed or constitute a waiver of any other provision, nor will it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement; nor will the waiver of any default under this Agreement be deemed a waiver of any subsequent defaults of the same type. The failure at any time to enforce this Agreement or covenant by any party or their respective heirs, successors or assigns, whether any violations thereof are known or not, will not constitute a waiver or estoppel of the right to do so.

F. Applicable Law. This Agreement will be governed by and construed according to the laws of the State of Texas. Exclusive venue for any action or claim arising out of this agreement must be in a court of competent jurisdiction in Caldwell County, Texas.

G. Notice. Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed to have been given on the date of service if served personally, or three (3) days after the date of mailing if mailed, by first class mail, registered or certified, postage prepaid and addressed as follows:

COUNTY:

County Judge
110 S. Main Street
Lockhart, TX 78644

DRC:

Director
Central Texas Dispute Resolution Center
300 S. CM Allen Parkway, Suite 400
San Marcos, Texas 78666

H. Ambiguities. If there are any ambiguities in the interpretation or enforcement of any terms of this Agreement, those ambiguities will not be construed for, or against, any Party on the basis that said Party did not author same.

I. Entire Agreement; Amendment. This Agreement contains all of the covenants and promises of the Parties relating to the subject matter hereof, and is the full expression of the contract between the Parties. Any amendment of this Agreement will be of no force or effect unless it is in writing and signed by both Parties.

J. Severability. If one or more of the provisions contained in this Agreement is, for any reason, held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

K. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be considered an original and all of which, taken together, will constitute one and the same instrument.

L. Immunity. No provision of this agreement shall affect or waive any sovereign or governmental immunity available to the County and/or its elected officials, officers, employees and agents under Federal or Texas law nor waive any defenses or remedies at law available to the County and/or its elected officials, officers, employees and agents under Federal or Texas law.

CALDWELL COUNTY, TEXAS

**CENTRAL TEXAS ALTERNATIVE
DISPUTE RESOLUTION, INC.**

By: _____
Ken Schawe, County Judge

By: _____
Martha Joyce, Interim Director

Date: _____

Date: _____

ATTEST:

By: _____
Carol Holcomb, County Clerk

11. Discussion/Action to consider borrowing funds to meet needs of the County. **Cost: None; Speaker: Judge Schawe/Barbara Gonzales; Backup: 9.**

RESOLUTION

A RESOLUTION BY THE COMMISSIONERS COURT OF CALDWELL COUNTY, TEXAS AUTHORIZING AND APPROVING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION; COMPLYING WITH THE REQUIREMENTS CONTAINED IN SECURITIES AND EXCHANGE COMMISSION RULE 15c2-12; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Commissioners Court (the *Commissioners Court*) of Caldwell County, Texas (the *County*) has determined that it is advisable and necessary to issue and sell one or more series of certificates of obligation (the *Certificates*) in an amount not to exceed \$6,000,000 as provided pursuant to the provisions of the Certificate of Obligation Act of 1971, as amended, Texas Local Government Code, Section 271.041 through Section 271.064, for the purpose of paying contractual obligations of the County to be incurred for making permanent public improvements and for other public purposes, to-wit: (1) purchasing election equipment; (2) acquiring, designing, purchasing, constructing, reconstructing, improving, renovating, enlarging, extending, and/or equipping the County Sheriff's Department, including improvements to the Sheriff's Office, for criminal justice and law enforcement purposes; (3) purchasing equipment and vehicles for public safety, maintenance, and other County administrative purposes; (4) the purchase of materials, supplies, equipment, machinery, landscaping, land, and rights-of-way for authorized County needs and purposes; and (5) the payment of professional services related to the design, construction, project management, and financing of the aforementioned projects. The certificates of obligation will be payable from the levy of an annual ad valorem tax, within the limitations prescribed by law, upon all taxable property within the County and from a lien on and pledge of certain revenues derived from the operation of the County Jail. The certificates of obligation are to be issued, and this notice is given, under and pursuant to the provisions of the Certificate of Obligation Act of 1971, as amended, Texas Local Government Code Section 271.041 through Section 271.064 and Section 361.052, as amended, Texas Local Government Code; and

WHEREAS, prior to the offering, sale, and issuance of the Certificates, the appropriate officials of the County must review and approve the distribution of a "deemed final" preliminary official statement (the *Official Statement*) in order to comply with the requirements contained in 17 C.F.R. §240.15c2-12 (the *Securities and Exchange Commission Rule*); and

WHEREAS, based upon their review of the Official Statement, the appropriate officials of the County must find to the best of their knowledge and belief, after reasonable investigation, that the representations of facts pertaining to the County contained in the Official Statement are true and correct and that, except as disclosed in the Official Statement, there are no facts pertaining to the County that would adversely affect the issuance of the Certificates or the County's ability to pay the debt service requirements on the Certificates when due; and

WHEREAS, the Commissioners Court will comply with the requirements contained in the Securities and Exchange Commission Rule concerning the creation of a contractual obligation between the County and the proposed purchaser(s) of the Certificates (the *Purchasers*)

to provide the Purchasers with an Official Statement in a time and manner that will enable the Purchasers to comply with the distribution requirements and continuing disclosure requirements contained in the Securities and Exchange Commission Rule; and

WHEREAS, the Commissioners Court authorizes the County Judge, County Auditor, County Treasurer, County Clerk, and County Attorney, as appropriate, or their designees, to review, approve, and execute any document or certificate in order to allow the County to comply with the requirements contained in the Securities and Exchange Commission Rule; and

WHEREAS, prior to the issuance of the Certificates, the Commissioners Court is required to publish notice of its intention to issue the Certificates in a newspaper of general circulation in the County, such notice stating (i) the time and place the Commissioners Court tentatively proposes to pass the order authorizing the issuance of the Certificates, (ii) the maximum amount proposed to be issued, (iii) the purposes for which the Certificates are to be issued, (iv) and the manner in which the Commissioners Court proposes to pay the Certificates; and

WHEREAS, the Commissioners Court hereby finds and determines that such documents pertaining to the sale of the Certificates should be approved, and the County should proceed with the giving of notice of intention to issue the Certificates in the time, form, and manner provided by law; and

WHEREAS, the Commissioners Court hereby finds and determines that the adoption of this Resolution is in the best interests of the residents of the County; now, therefore,

BE IT RESOLVED BY THE COMMISSIONERS COURT OF CALDWELL COUNTY, TEXAS THAT:

SECTION 1. The County Clerk is hereby authorized and directed to cause notice to be published of the Commissioners Court's intention to issue the Certificates in an amount not to exceed \$6,000,000 for the purpose of paying contractual obligations of the County to be incurred for making permanent public improvements and for other public purposes, to-wit: (1) purchasing election equipment; (2) acquiring, designing, purchasing, constructing, reconstructing, improving, renovating, enlarging, extending, and/or equipping the County Sheriff's Department, including improvements to the Sheriff's Office, for criminal justice and law enforcement purposes; (3) purchasing equipment and vehicles for public safety, maintenance, and other County administrative purposes; (4) the purchase of materials, supplies, equipment, machinery, landscaping, land, and rights-of-way for authorized County needs and purposes; and (5) the payment of professional services related to the design, construction, project management, and financing of the aforementioned projects. The Certificates will be payable from the levy of an annual ad valorem tax, within the limitations prescribed by law, upon all taxable property within the County and are additionally secured by a lien on and pledge of certain revenues derived from the operation of the County Jail. The notice hereby approved and authorized to be published shall read substantially in the form and content of Exhibit A attached hereto, which notice is incorporated herein by reference as a part of this Resolution for all purposes.

SECTION 2. The County Clerk shall cause the notice described in Section 1 to be published in a newspaper of general circulation in the County, once a week for two consecutive weeks, the date of the first publication shall be at least thirty (30) days prior to the date stated therein for passage of the order authorizing the issuance of the Certificates.

SECTION 3. The County Judge, County Auditor, County Treasurer, County Clerk, and County Attorney, as appropriate, or their designees, are authorized to review and approve the Official Statement pertaining to the offering, sale, and issuance of the Certificates and to execute any document or certificate in order to comply with the requirements contained in the Securities and Exchange Commission Rule.

SECTION 4. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the Commissioners Court.

SECTION 5. All orders and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

SECTION 6. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 7. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Commissioners Court hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 8. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 9. This Resolution shall be in force and effect from and after the date of its adoption, and it is so resolved.

[The remainder of this page intentionally left blank.]

PASSED AND APPROVED, this the 11th day of June, 2018.

CALDWELL COUNTY, TEXAS

County Judge

ATTEST:

County Clerk and Ex-Officio
Clerk of the Commissioners Court

(SEAL OF COMMISSIONERS COURT)

Exhibit A

NOTICE OF INTENTION TO ISSUE
CALDWELL COUNTY, TEXAS
CERTIFICATES OF OBLIGATION

TAKE NOTICE that the Commissioners Court (the *Court*) of Caldwell County, Texas (the *County*), shall convene at 9:00 o'clock A.M. on the 23rd day of July, 2018, at its regular meeting place in Caldwell County Courthouse, and, during such meeting, the Court will consider the passage of an order authorizing the issuance of certificates of obligation (the *Certificates*) in an amount not to exceed \$6,000,000 for the purpose or purposes of paying contractual obligations of the County to be incurred for making permanent public improvements and for other public purposes, to-wit: (1) purchasing election equipment; (2) acquiring, designing, purchasing, constructing, reconstructing, improving, renovating, enlarging, extending, and/or equipping the County Sheriff's Department, including improvements to the Sheriff's Office, for criminal justice and law enforcement purposes; (3) purchasing equipment and vehicles for public safety, maintenance, and other County administrative purposes; (4) the purchase of materials, supplies, equipment, machinery, landscaping, land, and rights-of-way for authorized County needs and purposes; and (5) the payment of professional services related to the design, construction, project management, and financing of the aforementioned projects. The Certificates will be payable from the levy of an annual ad valorem tax, within the limitations prescribed by law, upon all taxable property within the County and from a lien on and pledge of certain revenues derived by the County from the operation of the County Jail. The Certificates are to be issued, and this notice is given, under and pursuant to the provisions of the Certificate of Obligation Act of 1971, as amended, Texas Local Government Code Section 271.041 through Section 271.064 and Section 361.052, as amended, Texas Local Government Code.

/s/ Carol Holcomb
County Clerk and Ex-Officio Clerk of the
Commissioners Court of Caldwell County,
Texas

IN WITNESS WHEREOF, I have signed my name officially and affixed the seal of the Commissioners Court, this 11th day of June, 2018.

County Clerk and Ex-Officio Clerk of the
Commissioners Court of Caldwell County,
Texas

(SEAL OF COMMISSIONERS COURT)

12. Discussion/Action regarding County IT Department and hiring IT consultant to review and discuss various needs of the County. **Cost: None; Speaker: Judge Schawe; Backup: None.**

13. Discussion/Action to designate the Purchasing Agent to report to Commissioners Court. **Cost: None; Speaker: Judge Schawe; Backup: None.**

14. DiscussionAction authorizing the County Judge to execute the Feral Hog Program Professional Services Agreement with Texas State Meadows Center for Water and Environment and authorizing the County Judge to execute the Interlocal Agreement by and between Caldwell County and Texas A&M AgriLife Extension Service for the Feral Hog Abatement Program. **Cost: Not to exceed \$10,000.00; Speaker: Judge Schawe/Nick Dornak; Backup: 19.**

INTERLOCAL AGREEMENT
by and between
CALDWELL COUNTY
and
TEXAS A&M AGRILIFE EXTENSION SERVICE

This Interlocal Agreement (hereafter termed “Agreement”) is made pursuant to Chapter 791, Texas Government Code, *Interlocal Cooperation Contract*, and is entered into by and between the **Caldwell County** (hereafter referred to as “COUNTY”), a county within the State of Texas and **Texas A&M AgriLife Extension Service** (hereafter referred to as “AGRILIFE EXTENSION”), a member of The Texas A&M University System, an agency of the State of Texas. COUNTY and AGRILIFE EXTENSION may be referred to herein individually as “Party” or collectively as the “Parties”.

SECTION 1
PURPOSE

- 1.01** In accordance with Senate Bill 1, 85th Regular Legislative Session, 2017, (General Appropriations Act) Article III, page 238, rider 8, funds were appropriated to AGRILIFE EXTENSION for the Feral Hog Abatement Program (the “Program”) to implement feral hog abatement technologies. As part of the Program, AGRILIFE EXTENSION shall use a portion of the appropriated funds to fund grants for county feral hog eradication projects in Texas.
- 1.02** AGRILIFE EXTENSION requested grant applications in support of the Program from Texas counties setting forth the County’s proposed feral hog abatement eradication project (the “Project”). COUNTY has proposed to complete the Project as set out in the COUNTY’s Application including a Description of Activities (collectively “Application”) attached hereto as Attachment A and fully incorporated herein by reference.
- 1.03** AGRILIFE EXTENSION desires to have COUNTY complete the Project to accomplish the goals of responding and complying with the Program. Accordingly, AGRILIFE EXTENSION and COUNTY enter into this Agreement as follows:

SECTION 2
TERM

- 2.01** *Fixed Term:* This Agreement commences on October 1, 2017 and will terminate on August 31, 2018, unless extended or cancelled according to sections 2.02 or 2.03 of this Agreement.
- 2.02** *Extension:* Upon written, mutual consent of the Parties, this Agreement may be extended for a maximum of one (1) calendar year, after the date of expiration of the Fixed Term.

- 2.03** *Cancellation:* This Agreement may be cancelled prior to the expiration of the Fixed Term or any Extension Term by either Party, upon thirty (30) calendar days written notice to the other Party, sent to the address indicated in Section 5.01 of this Agreement.

SECTION 3 COUNTY OBLIGATIONS

- 3.01** *Performance:* COUNTY shall implement the feral hog abatement technologies as set out in the Application.
- 3.02** *Subcontractors:* Any delegation by the COUNTY to a subcontractor regarding any duties and responsibilities imposed by this Agreement must be approved in advance by AGRILIFE EXTENSION and shall not relieve the COUNTY of its responsibilities to AGRILIFE EXTENSION for its performance.
- 3.03** *Progress Reports:* COUNTY shall submit to AGRILIFE EXTENSION quarterly progress reports reflecting progress of work completed on the Project as well as financial progress.
- 3.04** *Records:* COUNTY must keep a separate bookkeeping account with a complete record of all expenditures relating to the Project. Project records shall be maintained by COUNTY for seven (7) years after the completion of the Project, or as otherwise agreed upon with AGRILIFE EXTENSION. AGRILIFE EXTENSION and the Texas State Auditor's Office ("State Auditor") reserve the right to examine all books, documents, records, and accounts relating to the Project at any time throughout the duration of the Agreement and for three years immediately following completion of the Project. If any litigation, claim, negotiation, audit or other action is initiated prior to the expiration of the retention period, then the records must be retained until authorized by AGRILIFE EXTENSION. AGRILIFE EXTENSION and the State Auditor shall have access to the physical locations related to Project activities.
- 3.05** *Audit:* If the COUNTY has a financial audit performed during the time the COUNTY is receiving funds from AGRILIFE EXTENSION for the Project, upon request, AGRILIFE EXTENSION shall have access to information about the audit, including the audit transmittal letter, management letter, and any schedules in which the COUNTY's funds are included.
- 3.06** *Compliance:* At all times during the term of this Agreement, COUNTY must comply with *Texas Government Code*, Chapter 783, Uniform Grant and Contract Management, and the Uniform Grant Management Standards (UGMS) and 2 CFR Part 200.

SECTION 4 COMPENSATION

4.01 *Fee:* This is a cost reimbursable Agreement. AGRILIFE EXTENSION agrees to pay COUNTY up to **\$12,000** for performance of the Project. Payment shall be cost reimbursable based on actual costs incurred by COUNTY in accordance with the Application but will not exceed \$12,000 total. Payment shall be made within thirty (30) days after receipt of invoice in accordance with Chapter 2251, *Texas Government Code*.

4.02 *Invoices:* COUNTY may submit cost reimbursable invoices to AGRILIFE EXTENSION quarterly, but in no event shall invoice be submitted any later than September 30, 2018. The invoice(s) must include sufficient detail and relevant supporting documentation. Backup detail may include, but is not limited to, documentation of personnel expenses, or copies of invoices. The combined amount of the invoices submitted by COUNTY may not exceed \$12,000. All invoices shall be submitted to the following address:

Texas A&M AgriLife Extension Services

Attn: Gina D. Chairez-Blochlinger

P.O. Box 690170

San Antonio, TX 78249

(a copy may be sent by Email to: Gina.D.Chairez@aphis.usda.gov)

4.03 *Payment Schedule:* Up to 90% of the total grant award may be reimbursed provided the work for which payment is requested has been completed and proper documentation has been submitted. The remaining 10% will only be disbursed once all reporting requirements have been met, including, but not limited to, the final performance report.

4.04 *Eligible Expenses:* Generally, expenses that are necessary and reasonable for proper and efficient performance and administration of the Project are eligible. Examples of eligible expenditures include:

1. Personnel costs, including salary and benefits related to temporary or event staff; grant funds may not be used to pay for existing employees in the performance of their day-to-day duties.
2. Direct operating expenses that directly relate to Project activities; this may include facility rental or other workshop related expenses (note: meals, food, or beverages of any kind are not considered an eligible expense).
3. Supplies that cost less than \$5,000, such as office supplies, printing services, and materials needed to accomplish the proposed Project.
4. Vendor contracts (i.e. agreements made with a third-party to perform a portion of the Project services).
5. Controlled assets, which are defined as certain items valued \$500.00 - \$4,999.99 which must also be inventoried, see: <https://fmx.cpa.texas.gov/fmx/pubs/spaproc/appendices/appa/index.php>.
6. If grant funds are proposed by COUNTY to be used to fund bounty efforts, COUNTY must have a written policy implemented to prevent the intentional

breeding and raising of feral hogs for the purpose of meeting bounty requirements. **In addition, bounty-related grant fund reimbursement is limited to 50% of the bounty paid and a maximum of \$5.00 per feral hog.**

4.05 *Ineligible Expenses:* Expenses prohibited by state or federal law or determined to be ineligible by Program guidelines will not be reimbursed. Examples of these ineligible expenditures include, but are not limited to the following:

1. Alcoholic beverages;
2. Entertainment;
3. Contributions, charitable or political;
4. Expenses falling outside of the contract period;
5. Items not listed in the project budget or an approved amendment;
6. Expenses that are not adequately documented;
7. Travel, including but not limited to mileage reimbursement, meals and lodging; and
8. Meals, food or beverage costs of any kind, including those associated with an educational workshop.

4.06 *Non-expended grant funds:* If COUNTY fails to incur cost reimbursable expenses in the amount specified in Paragraph 4.01 during the term of this Agreement and properly invoice for same in accordance with the terms hereof, COUNTY shall not be entitled to such unspent funds. Any unspent funds will remain with AGRILIFE EXTENSION.

SECTION 5 MISCELLANEOUS

5.01 *Notices:* Fee payment or notices required under this Agreement may be sent by United States Postal Service regular surface mail, certified mail, registered mail, overnight delivery, or hand delivery. Written notice delivery is deemed made when the notice is deposited into a USPS mail receptacle, or deposited with an overnight carrier, or hand delivered. Either Party can change the notice address by sending to the other Party written indication of the new address. Notices should be addressed as follows:

COUNTY: Caldwell County
Attn: Judge Ken Schawe, County Judge
110 S. Main Street
Lockhart, TX 78644

AGRILIFE EXTENSION: Texas A&M AgriLife Extension Service
ATTN: Michael Bodenchuk, State Director

By U.S. mail: P.O. Box 690170
San Antonio, TX 78269

By courier: 5730 Northwest Parkway
San Antonio, TX 78249

- 5.02** *Force Majeure:* Any and all duties, obligations, and covenants of this Agreement will be suspended during time of natural disaster, war, acts of terrorism, or other “Acts of God”, which prevent a Party from fulfilling any and all duties, obligations, and/or covenants of this Agreement. If a Party is prevented from fulfilling a duty, obligation, and/or covenant of this Agreement, due to Force Majeure, the Party prevented from fulfilling will notify the other Party in writing, sent pursuant to Section 5.01 Agreement, within fourteen (14) calendar business days of the Force Majeure event.
- 5.03** *Parties Relationship:* Nothing in the Agreement should be construed as creating a partnership, joint venture, agency relationship, or any other relationship other than, between COUNTY and AGRILIFE EXTENSION.
- 5.04** *Applicable Law:* This Agreement is construed under and in accordance with the laws of the State of Texas.
- 5.05** *Cumulative Rights:* All rights, options, and remedies contained in this Agreement and held by COUNTY and AGRILIFE EXTENSION are cumulative and the exercising of one will not exclude exercising another. COUNTY and AGRILIFE EXTENSION each have the right to pursue any remedy or relief which may be provided by law, in equity, or by the stipulations of this Lease.
- 5.06** *Non-waiver:* A waiver by either COUNTY or AGRILIFE EXTENSION, or both, of any obligation, duty, or covenant of this Agreement will not constitute a waiver of any other breach of any obligation, duty, or covenant of this Agreement.
- 5.07** *Counterparts:* This Agreement can be executed in multiple counterparts, each of which is declared an original.
- 5.08** *Severability:* If any clause of provision of this Agreement is illegal, invalid or unenforceable under present or future law, COUNTY and AGRILIFE EXTENSION intend that the remaining clauses or provisions of this Agreement will not be affected and will remain in full force and effect.
- 5.09** *Entire Agreement:* This Agreement contains the final and entire agreement between COUNTY and AGRILIFE EXTENSION, and will not be amended, explained, or superseded by any oral or written communications; unless done so in a subsequent, written, and mutually agreed upon amendment.
- 5.10** *Successors and Assigns:* All the obligations, duties, covenants, and rights contained in this Agreement and performable by COUNTY will be applicable and binding upon respective successors and assigns, including any successor by merger or consolidation; however, nothing in this provision shall be construed to be consent of Assignment of this Agreement.
- 5.11** *Nondiscrimination:* COUNTY and AGRILIFE EXTENSION, and their agents or employees, are prohibited from discriminating on the basis of race, color, sex, age,

religion, national origin, or handicap, in the performance of the terms, conditions, covenants and obligations of this Agreement.

5.12 *Dispute Resolution:* Any dispute between COUNTY and AGRILIFE EXTENSION regarding this Agreement will be governed by Texas Government Code, Chapter 2009, *Alternative Dispute Resolution for Use by Governmental Bodies*, and any applicable Model Rules promulgated by the Office of the Attorney General, the State of Texas. Any notice of dispute tendered by COUNTY should be to Ralph Stevens, Director of Procurement, AGRILIFE EXTENSION.

AGREED and EXECUTED on the dates indicated below, by COUNTY's and AGRILIFE EXTENSION's duly authorized representatives.

CALDWELL COUNTY

TEXAS A&M AGRILIFE EXTENSION SERVICE

By: _____
Name: Ken Schawe
Title: County Judge
Date: _____

By: _____
Name: Dr. Parr Rosson
Title: Interim Director
Date: _____

RECOMMEND APPROVAL:

By: _____
Name:
Title:

ATTACHMENT A

Application must be received by: **Friday, March 30, 2018**. Late or incomplete applications will not be considered.

County Information

County Name: Caldwell County

Mailing Address: 110 S. Main Street
Street Address

Lockhart TX 78644
City State Zip Code

Physical Address: 110 S. Main Street
Street Address

Lockhart TX 78644
City State Zip Code

Contact Personnel

(1) Name of Primary Program Contact *(This person can answer day-to-day questions about the project.)*

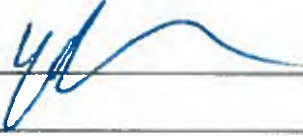
Full Name: Mr. Nick Dornak

Position Title: Watershed Services Coordinator, Meadows Center for Water and the Environment

Email Address: nickdornak@txstate.edu

Phone: (512) 245 - 6697 Ext. _____ Alt #: (512) 213 - 7389

(2) Name of Authorized Official *(This person is authorized to enter into legal agreements on behalf of the organization. This person's name will appear on the grant agreement for signature.)*

Full Name: Judge Ken Schawe  3.21.18

Position Title: County Judge

Email Address: k.schawe@co.caldwell.tx.us

Phone: (512) 398 - 1808 Ext. _____ Alt #: () - _____

Hog Out Program Information

Previous Participation

- Has your County previously participated in the feral hog abatement grants? Yes No
- If yes, what years? 2012-2017
- Has your County previously received a grant through any TDA feral hog abatement program? Yes* No
- If yes, what years? 2013, 2014, 2015, 2016

Quantifiable Information and Description of Activities

Project Summary

Caldwell County is requesting a Texas A&M AgriLife Extension Service, Wildlife Services (WS) program County Feral Hog Abatement Grant (grant) in the amount of \$20,000.

Grant funds will be used to develop stakeholder engagement programs and to purchase supplies and equipment toward the goal of reducing the damage and extent of feral hog (*Sus scrofa*) activity in Caldwell County, Texas. This effort will be strengthened and enhanced by Caldwell County's participation in a co-managed, regional feral hog abatement effort with cooperating counties including, Guadalupe and Hays. The grant will enable Caldwell County to take advantage of a regional communication network and share resources with partner counties while also implementing specific mitigation efforts designed for the cultural and land use priorities that make Caldwell County unique.

Caldwell County and its partners are not alone in suffering millions of dollars in damages to property and natural resources from feral hog activity. What sets Caldwell County and our partners apart, however, are the tools and experience each county possesses in grant management, stakeholder engagement and watershed protection that will serve to ensure grant funds achieve program goals. Four watershed protection plans (WPP) are currently being implemented in the three-county region: Cypress Creek WPP and Upper San Marcos River WPP (Hays); Plum Creek WPP (Hays-Caldwell); Geronimo-Alligator Creek WPP (Caldwell). Historic and ongoing impacts to water quality from feral hogs in these watersheds have been well documented. A 12-month Bacterial Source Tracking (BST) study completed for Plum Creek in 2018 demonstrated that non-avian wildlife was the most dominant source of *E. coli* throughout the watershed (Figure 1). Feral hogs are highly suspected to be the driver of wildlife *E. coli* in Plum Creek as well as Geronimo and Alligator Creeks in Guadalupe County due to their active population, biology and behavioral patterns that keep them close to the cool, vegetated riparian areas along streams. More information on the Plum Creek Watershed Protection Plan can be found at <http://plumcreek.tamu.edu/>.

Each partner county in the proposed regional effort has successfully participated in feral hog management activities, most notable being Caldwell County's Feral Hog Task Force established in 2013, whose ongoing outreach, education and direct abatement efforts have led to the documented removal of over 12,000 feral hogs in Caldwell County and the Plum Creek Watershed.

The establishment of a regional feral hog abatement program for Caldwell, Guadalupe and Hays County through this grant program will produce the following deliverables: (1) a *Central Texas Feral Hog Action and Sustainability Plan*; (2) a centralized website, www.feralhogtaskforce.com, for sharing information about feral hog programs, tracking progress and announcing upcoming opportunities throughout the region with links to existing resources as well as dedicated pages for each partner county; (3) development and allocation of shared resources for participating counties including: a formalized county-level damage assessment, miscellaneous program forms (ex. landowner surveys, bounty participation forms, etc.); (4) equipment sharing cooperatives (ex. remote operated traps); (5) cost-sharing incentive programs (ex.

E. coli BST Results

Dry v. Wet Conditions (7-Way Split)

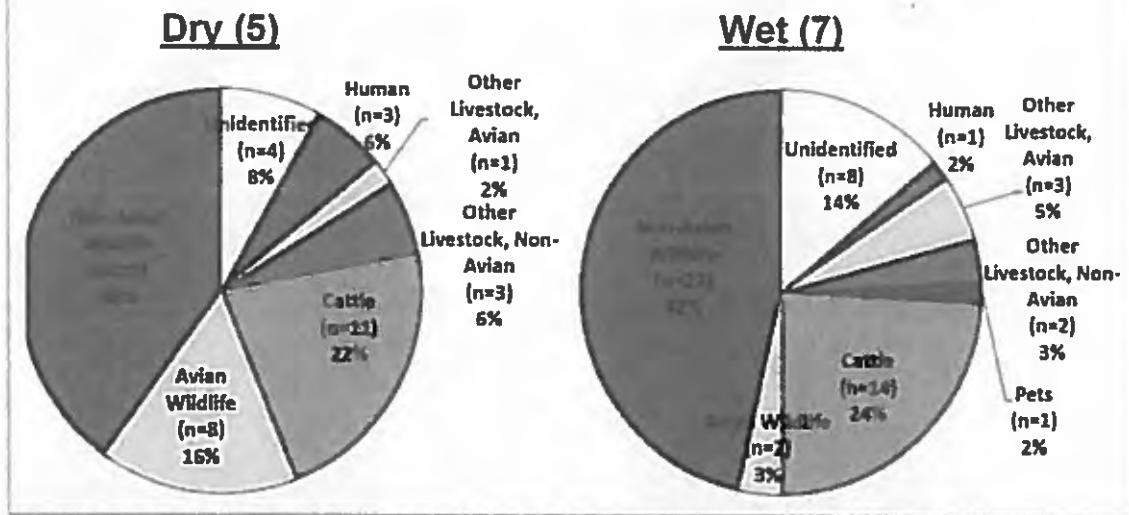


Figure 1. Results of 12-month Plum Creek Watershed, Bacterial Source Tracking Study (Wet versus Dry Conditions) completed by the Plum Creek Watershed Partnership, Hays-Blanco River Authority and the Texas A&M Soil and Aquatic Microbiologic Laboratory.

trapping supplies); (6) coordinated educational programming including three subject-specific webinars AND one county-based workshop for each partner county; and (7) a dynamic social media campaign to enhance program success and expand program reach. Partner counties may also participate in bounty programs and aerial hunting contracts.

Public-private partnerships will serve as a catalyst for greater program impact by leveraging grant funds to expand projects and incentivize stakeholder ownership in the feral hog abatement effort.

Caldwell County and our cooperating partners, Guadalupe Co. and Hays Co., will work with county staff, AgriLife, Texas State University – Meadows Center for Water and the Environment, local business, NGOs and others to coordinate efforts and deliver feral hog abatement programs with a goal of the documented removal of 6,000 feral hogs throughout the region during the project period.

Work Plan

ACTIVITY	WHO IS COMPLETING THE ACTIVITY	TIMELINE	
		START DATE	END DATE
Grant administration	Caldwell County	5/1/2018	8/31/2018
General project management	Memorandum of Agreement with Texas State University – Meadows Center for Water and the Environment (Meadows)	5/1/2018	8/31/2018

ACTIVITY	WHO IS COMPLETING THE ACTIVITY	TIMELINE	
		START DATE	END DATE
Four (4) landowner outreach events	Caldwell County, Meadows, Caldwell County AgriLife Extension will coordinate one (1) Caldwell Co. Feral Hog Abatement Workshop. Meadows will develop three (3) 1-hour subject specific webinars.	5/1/2018	8/31/2018
Website development and social media campaign	Meadows	5/1/2018	8/31/2018
Caldwell County Feral Hog Removal Tracking including a County Level Damage and Control Assessment	Meadows <i>(assisted by Caldwell County AgriLife Extension)</i>	5/1/2018	8/31/2018
Remote-operated feral hog trap sharing cooperative	Caldwell County Feral Hog Task Force <i>(assisted by Meadows)</i>	5/1/2018	8/31/2018
Cost-sharing incentive programs including trapping supplies and aerial hunting	Meadows <i>(assisted by Caldwell County AgriLife Extension)</i>	5/1/2018	8/31/2018
Caldwell County Feral Hog Bounty Program	Caldwell County AgriLife Extension <i>(trained and assisted by Meadows)</i>	5/1/2018	8/31/2018
Development of Final Report: <i>Central Texas Feral Hog Action and Sustainability Plan</i>	Meadows	5/1/2018	8/31/2018

Project Results

Documentation of harvested feral hogs through voluntary reporting, grant-funded bounty, equipment sharing and/or aerial hunting programs will be completed by Meadows. This includes a harvest log.

- Remote-operated feral hog trap sharing cooperative – Estimated number of hogs to be taken = 100
- Cost-sharing incentive program: trapping supplies – Estimated number of hogs to be taken = 120
- Cost-sharing incentive program: professional aerial hunting Services (6 hours) – Estimated number of hogs to be taken = 150
- Caldwell County Feral Hog Bounty Program – Estimated number of hogs to be taken = 3,000
- Voluntary Reporting – Estimated number of hogs to be taken = 200

Total feral hogs estimated to be taken through use of grant funds = 3,570

NOTES: This grant provides a very short timeframe for implementation. Results listed above are for the grant project period only, however, the investment in infrastructure with grant funds will yield results far beyond the reporting period.

Project Oversight

Nick Dornak, Watershed Services Coordinator - Meadows

Nick Dornak is currently the Watershed Services Coordinator for Meadows, has served as Coordinator of the Plum Creek Watershed Partnership from 2012 through 2018 and is the founder and administrator of the Caldwell County Feral Hog Task Force established in 2013. Mr. Dornak has written and/or managed over 25 local, state and federal grants since 2012. A MOA between each partner county (Caldwell, Guadalupe and Hays County, respectively) and Meadows will secure Mr. Dornak's services for regional feral hog abatement network development and project management.

The Caldwell County Auditor's Office will oversee financial terms of the grant. Any payments and reimbursements must be approved by the Caldwell County Judge and/or Caldwell County Commissioners.

Project Budget

Category	Amount	Description
Personnel	\$0.00	n/a
Equipment	\$0.00	n/a
Supplies	\$2,700.00	\$2,000 = Provide up to \$200 toward trapping supplies for 10 program participants. Partner with local retailer. Supplies may include panels, posts, mechanical components, game camera/modem combinations. \$700 = Apple iPad with business software and warranty for stakeholder interface when conducting bounty program, surveys, damage reports, workshops, etc. (pilot program).
Contractual	\$3,000.00	Provide up to \$500 per hour toward an aerial hunting services contract. Program participants will be required to cover additional charges.

Other	\$14,300.00	<p>\$5,600 = MOA with Texas State - Meadows Center for Water and the Environment (Meadows) to provide professional services toward the following: Project management; Assistance in coordinating one (1) Caldwell Co. workshop; Development of three (3) 1-hour webinars; Website development and management (utilize and expand existing Guadalupe County Feral Hog Task Force website, www.feralhogtaskforce.com); Develop and manage social media campaign; Feral hog removal tracking; Development and delivery of County Level Damage and Control Assessment; iPad setup, testing and training; Implementation of cost-sharing incentive programs including trapping supplies and aerial control; Assistance with Caldwell County Bounty Program; Development of Final Report.</p> <p>\$1,200 = FY2018 annual service contract for Two (2) Remote-Operated Traps</p> <p>\$7,500 = 50% of bounties paid on 3,000 feral hogs removed from Caldwell County at \$5 per hog. Caldwell County will cover additional \$7,500.</p>
Total	\$20,000.00	Projected \$5.60 per feral hog removed

**CALDWELL COUNTY 2018 FERAL HOG PROGRAM
PROFESSIONAL SERVICES AGREEMENT**

This Caldwell County 2018 Feral Hog Program Professional Services Agreement (hereinafter "Agreement") is entered into on June 15, 2018 and will continue through August 31, 2018, between Caldwell County ("COUNTY"), a political subdivision of the State of Texas, and Texas State University ("TXSTATE") to be performed by the Meadows Center for Water and the Environment.

TXSTATE. Subject to the terms and conditions of this Agreement, the COUNTY hereby engages TXSTATE to perform the services set forth herein and further defined in the Scope of Work, included as "Attachment A" and incorporated herein for all purposes, and TXSTATE hereby accepts such engagement.

Duties, Term, and Compensation. TXSTATE's duties, term of engagement, compensation and provisions for payment thereof shall be as set forth in the attached Scope of Work and the Addendum to Contract, included as "Attachment B", which may be amended in writing and signed by both parties from time to time if agreeable to the COUNTY and TXSTATE.

Expenses. During the term of this Agreement, TXSTATE shall invoice the COUNTY each month, beginning on July 15, 2018, and the COUNTY shall reimburse TXSTATE for reasonable and approved out-of-pocket expenses which are incurred in connection with the performance of the duties hereunder. All Payments should be made in accordance with attached Scope of Work.

Written Reports. The COUNTY may request that project plans, progress reports be provided by TXSTATE on a monthly basis. A final report shall be due at the conclusion of this Agreement and shall be submitted to the COUNTY in a written report at such time. The final report shall be in such form and setting forth such information and data as is reasonably requested by the COUNTY.

Inventions. Any and all inventions, discoveries, developments and innovations conceived by TXSTATE during this engagement relative to the duties under this Agreement shall be the exclusive property of the COUNTY; and TXSTATE hereby assigns all right, title, and interest in the same to the COUNTY. Any and all inventions, discoveries, developments and innovations conceived by TXSTATE prior to the term of this Agreement and utilized by TXSTATE in rendering duties to the COUNTY are hereby licensed to the COUNTY for use in its operations and for an infinite duration. This license is non-exclusive and may be assigned without TXSTATE's prior written approval by the COUNTY to a wholly-owned subsidiary of the COUNTY.

Confidentiality. TXSTATE acknowledges that during the term of this Agreement TXSTATE will have access to and become acquainted with various trade secrets, inventions, innovations, processes; information, records and specifications owned or licensed by the COUNTY and/or used by the COUNTY in connection with the operation of its business including, without limitation, the COUNTY's business and product processes, methods,

customer lists, accounts and procedures. TXSTATE agrees that TXSTATE will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required during this engagement with the COUNTY. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the business of the COUNTY, whether prepared by TXSTATE or otherwise coming into TXSTATE's possession, shall remain the exclusive property of the COUNTY, TXSTATE shall not retain any copies of the foregoing without the COUNTY's prior written permission. Upon the expiration or earlier termination of this Agreement, or whenever requested by the COUNTY, TXSTATE shall immediately deliver to the COUNTY all such files, records, documents, specifications, information, and other items in TXSTATE's possession or under TXSTATE's control. TXSTATE further agrees that TXSTATE will not disclose the terms of this Agreement to any person without the prior written consent of the COUNTY and shall at all times preserve the confidential nature of TXSTATE's relationship to the COUNTY and of the services hereunder.

Conflicts of Interest. TXSTATE represents that TXSTATE is free to enter into this Agreement, and that it does not violate the terms of any agreement between TXSTATE and any third party. Further, TXSTATE, in rendering TXSTATE's duties shall not utilize any invention, discovery, development, improvement, innovation, or trade secret in which TXSTATE does not have a proprietary interest. During the term of this Agreement, TXSTATE shall devote as much of TXSTATE's productive time, energy and abilities to the performance of TXSTATE's duties hereunder as is necessary to perform the required duties in a timely and productive manner. TXSTATE is expressly free to perform services for other parties while performing services for the COUNTY.

Right to Injunction. The parties hereto acknowledge that the services to be rendered by TXSTATE under this Agreement and the rights and privileges granted to the COUNTY under the Agreement are of a special, unique, unusual, and extraordinary character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated by damages in any action at law, and the breach by TXSTATE of any of the provisions of this Agreement will cause the COUNTY irreparable injury and damage. TXSTATE expressly agrees that the COUNTY shall be entitled to injunctive and other equitable relief in the event of, or to prevent, a breach of any provision of this Agreement by TXSTATE. Resort to such equitable relief, however, shall not be construed to be a waiver of any other rights or remedies that the COUNTY may have for damages or otherwise. The various rights and remedies of the COUNTY under this Agreement, or otherwise, shall be construed to be cumulative, and no one of them shall be exclusive of any other or of any right or remedy allowed by law.

Termination. The COUNTY may terminate this Agreement at any time by 10 working days' written notice to TXSTATE in accordance with the "Notices" section below. In addition, if TXSTATE is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of the COUNTY, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, the COUNTY at any time may terminate the engagement of TXSTATE immediately and without prior written notice to TXSTATE.

Independent Contractor. This Agreement shall not render TXSTATE an employee, partner, agent of, or joint venture with the COUNTY for any purpose. TXSTATE is and will remain an independent contractor in TXSTATE's relationship to the COUNTY. The COUNTY shall not be responsible for withholding taxes with respect to TXSTATE's compensation hereunder. TXSTATE shall have no claim against the COUNTY hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

Choice of Law. The laws of the state of Texas shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

Waiver. Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

Assignment. TXSTATE shall not assign any of TXSTATE's rights under this Agreement, or delegate the performance of any of TXSTATE's duties hereunder, without the prior written consent of the COUNTY.

Notices. Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

Professional Services to be provided by:

Texas State University
The Meadows Center for Water and the Environment
601 University Dr.
San Marcos, TX 78666

Email: sharla@txstate.edu, nickdornak@txstate.edu
Phone: 512-245-9201

Professional Services acquired by:

Caldwell County
Attn: County Judge's Office
110 S. Main Street
Lockhart, TX 78644

Email: k.schawe@co.caldwell.tx.us, Barbara.gonzales@co.caldwell.tx.us,
Jacque.thomas@co.caldwell.tx.us
Phone: 512-398-1809

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing and signed by the parties hereto.

Entire Understanding. This Agreement and any attachments or exhibits attached hereto constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

Unenforceability of Provisions. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

TEXAS STATE:

CALDWELL COUNTY:

**Dan Alden, Director of Procurement
and Strategic Sourcing
Texas State University**

**Ken Schawe
Caldwell County Judge**

ATTACHMENT A Scope of Work

Texas State University, the Meadows Center for Water and the Environment ("TXSTATE") will support Caldwell County ("COUNTY") in the completion of deliverables for "Texas A&M AgriLife Extension Feral Hog Abatement Grant – Caldwell County" toward fulfillment of the Interlocal Agreement by and between Caldwell County and Texas A&M AgriLife Extension Service as executed by Caldwell County June 11, 2018.

It is estimated that the Meadows Center can complete the proposed services outlined below for \$2,600, that includes approximately 50 hours of TXSTATE staff time. TXSTATE will bill the COUNTY monthly for work performed.

Specifically, as mutually agreed to in the project's Work Plan timeline and as part of the overarching project tasks, TXSTATE will:

- **General Project Management:** Project oversight and coordination including progress reports and coordination among County staff for project deliverables.
- **Website Development/Social Media Campaign:** Revise and update current Caldwell County Feral Hog Task Force website and social media platform.
- **Four (4) Landowner Outreach Events:** Coordination of one (1) one-hour webinar. *Feral Hog Abatement Workshop removed from Scope of Work and Webinars reduced from three to one due to constricted timeline and budgetary changes from original proposal. Extensive feral hog educational workshops have been conducted in Caldwell County over the past 10 years.*
- **Caldwell County Feral Hog Removal Tracking including a County Level Damage Assessment:** With assistance from Caldwell County AgriLife Extension, develop and deliver tracking tool and County Level Damage and Control Assessment. *Damage and Control Assessment will be reduced in scope due to constricted timeline and budgetary changes from original proposal.*
- **Remote-operated feral hog trap sharing cooperative:** Assist Caldwell County Feral Hog Task Force to update tracking tool for trap sharing cooperative program currently being implemented by the Caldwell County Feral Hog Task Force.
- **Cost-sharing incentive programs – trapping supplies and aerial hunting:** PROGRAM REMOVED *due to constricted timeline and budgetary changes from original proposal.*
- **Caldwell County Feral Hog Bounty Program:** Train and assist Caldwell County AgriLife Extension on conducting Bounty Program. Set up and incorporate new Apple iPad to be purchased by the Caldwell County as a user interface for the Bounty Program.
- **Development of Final Report: Central Texas Feral Hog Action and Sustainability Plan:** *Final Report will be reduced in scope due to constricted timeline and budgetary changes from original proposal.*

ATTACHMENT B
Addendum to Contract

APPLICABLE LAW: THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS SHALL APPLY.

LIMITATIONS:

The parties acknowledge that they are aware that there are constitutional and statutory limitations on the authority of Texas State University ("Texas State" or "University") to enter into certain terms and conditions of an agreement, including, but not limited to:

- those terms and conditions relating to liens on University's property;
- disclaimers and limitations of warranties;
- disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes;
- limitations of periods to bring legal action; granting control of litigation or settlement to another party;
- liability for acts or omissions of third parties;
- payment of attorneys' fees; dispute resolution; indemnities; and,
- confidentiality (collectively, the "Limitations").

Terms and conditions related to these "Limitations" will not be binding except to the extent authorized by the laws and Constitution of the State of Texas.

WAIVER OF SOVEREIGN IMMUNITY:

Upon award, the parties specifically agree that (i) neither the execution of the Agreement, nor any other conduct, action or inaction of any representative of Texas State relating to the Agreement constitutes, or is intended to constitute, a waiver of Texas State's, or the state's, sovereign immunity to suit; and (ii) the University has not waived its right to seek redress in the courts.

INDEMNIFICATION:

This section shall apply only to the extent permitted by Texas law. Texas State does not waive any of its constitutional statutory or common law rights, privileges, immunities or defenses under Texas law.

DISPUTE RESOLUTION:

To the extent that Chapter 2260, *Texas Government Code*, is applicable to any resulting agreement and is not preempted by other applicable law, the dispute resolution process provided for in Texas Government Code Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, will be used by the parties to attempt to resolve any claim for breach of contract made that cannot be resolved in the ordinary course of business.

NOTE: In accordance with Texas Education Code, Chp. 51, Sec. 51.9335, Subsection (h):
"in any contract for the acquisition of goods and services to which an institution of higher education is a party, a provision required by applicable law to be included in the contract is considered to be part of the executed contract without regard to (1) whether the provisions appear on the face of the contract; or (2) whether the contract includes any provisions to the contrary."

ADHERENCE TO UNIVERSITY POLICIES:

By executing the Agreement, the COUNTY agrees to comply with all University Policies including but not limited to the following and, at a minimum, shall apply to the COUNTY's employees and subcontractors while on the Texas State campus:

- a. On-campus driving and parking;
- b. Prohibition on smoking or tobacco use;
- c. Fire safety;
- d. Hazardous Materials;
- e. Drug-free workplace; and,
- f. Prohibition of sexual harassment, or harassment or discrimination based on race, color, national origin, age, sex, religion, disability, or sexual orientation .

PUBLIC INFORMATION:

University strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the Texas Public Information Act, Chapter 552, Texas Government Code. Sponsor is required to make any information created or exchanged with the state pursuant to this contract, which is not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state. The following format(s) shall be deemed to be in compliance with this provision: electronic files in Word, PDF, or similar generally accessible format.

NONDISCRIMINATION:

In their execution of this agreement, all contractors, subcontractors, their respective employees, and others acting by or through them shall comply with all federal, state, University and the Texas State University System policies and laws prohibiting discrimination, harassment, and sexual misconduct. Any breach of this covenant may result in termination of this agreement.

PAYMENT TERMS:

University will pay for Work performed in accordance with Texas Government Code; Section 2251 "Prompt Payment".

University, an agency of the State of Texas, is exempt from Texas Sales & Use Tax on the Work in accordance with Section 151.309, Texas Tax Code, and Title 34 Texas Administrative Code ("TAC") Section 3.322.

15. Discussion/Action authorizing the County Judge to execute the Caldwell County Justice Center Low Impact Development Education Professional Services Agreement with Texas State Meadows Center for Water and the Environment. **Cost: None; Speaker: Judge Schawe/Nick Dornak; Backup: 7.**

CALDWELL COUNTY JUSTICE CENTER LOW IMPACT DEVELOPMENT EDUCATION PROFESSIONAL SERVICES AGREEMENT

This Caldwell County Justice Center Low Impact Development Education Professional Services Agreement (hereinafter "Agreement") is entered into on June 15, 2018 and will continue through March 31, 2019, between Caldwell County ("COUNTY"), a political subdivision of the State of Texas, and Texas State University ("TXSTATE") to be performed by the Meadows Center for Water and the Environment.

TXSTATE. Subject to the terms and conditions of this Agreement, the COUNTY hereby engages TXSTATE to perform the services set forth herein and further defined in the Scope of Work, included as "Attachment A" and incorporated herein for all purposes, and TXSTATE hereby accepts such engagement.

Duties, Term, and Compensation. TXSTATE's duties, term of engagement, compensation and provisions for payment thereof shall be as set forth in the attached Scope of Work and the Addendum to Contract, included as "Attachment B", which may be amended in writing and signed by both parties from time to time if agreeable to the COUNTY and TXSTATE.

Expenses. During the term of this Agreement, TXSTATE shall invoice the COUNTY each quarter, beginning on August 15, 2018, and the COUNTY shall reimburse TXSTATE for reasonable and approved out-of-pocket expenses which are incurred in connection with the performance of the duties hereunder. All Payments should be made in accordance with attached Scope of Work.

Written Reports. The COUNTY may request that project plans, progress reports be provided by TXSTATE on a monthly basis. A final report shall be due at the conclusion of this Agreement and shall be submitted to the COUNTY in a written report at such time. The final report shall be in such form and setting forth such information and data as is reasonably requested by the COUNTY.

Inventions. Any and all inventions, discoveries, developments and innovations conceived by TXSTATE during this engagement relative to the duties under this Agreement shall be the exclusive property of the COUNTY; and TXSTATE hereby assigns all right, title, and interest in the same to the COUNTY. Any and all inventions, discoveries, developments and innovations conceived by TXSTATE prior to the term of this Agreement and utilized by TXSTATE in rendering duties to the COUNTY are hereby licensed to the COUNTY for use in its operations and for an infinite duration. This license is non-exclusive and may be assigned without TXSTATE's prior written approval by the COUNTY to a wholly-owned subsidiary of the COUNTY.

Confidentiality. TXSTATE acknowledges that during the term of this Agreement TXSTATE will have access to and become acquainted with various trade secrets, inventions, innovations, processes; information, records and specifications owned or licensed by the COUNTY and/or used by the COUNTY in connection with the operation of its business including, without limitation, the COUNTY's business and product processes, methods, customer lists, accounts and procedures. TXSTATE agrees that TXSTATE will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required during this engagement with the COUNTY. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the business of the COUNTY, whether prepared by TXSTATE or otherwise coming into TXSTATE's possession, shall remain the exclusive property of the COUNTY, TXSTATE shall not retain any copies of the foregoing without the COUNTY's prior written permission. Upon the expiration or earlier termination of this Agreement, or whenever requested by the COUNTY, TXSTATE shall immediately deliver to the COUNTY all such files, records, documents, specifications, information, and other items in TXSTATE's possession or under TXSTATE's control. TXSTATE further agrees that TXSTATE will not disclose the terms of this Agreement to any person without the prior written consent of the COUNTY and shall at all times preserve the confidential nature of TXSTATE's relationship to the COUNTY and of the services hereunder.

Conflicts of Interest. TXSTATE represents that TXSTATE is free to enter into this Agreement, and that it does not violate the terms of any agreement between TXSTATE and any third party. Further, TXSTATE, in rendering TXSTATE's duties shall not utilize any invention, discovery, development, improvement, innovation, or trade secret in which TXSTATE does not have a proprietary interest. During the term of this Agreement, TXSTATE shall devote as much of TXSTATE's productive time, energy and abilities to the performance of TXSTATE's duties hereunder as is necessary to perform the required duties in a timely and productive manner. TXSTATE is expressly free to perform services for other parties while performing services for the COUNTY.

Right to Injunction. The parties hereto acknowledge that the services to be rendered by TXSTATE under this Agreement and the rights and privileges granted to the COUNTY under the Agreement are of a special, unique, unusual, and extraordinary character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated by damages in any action at law, and the breach by TXSTATE of any of the provisions of this Agreement will cause the COUNTY irreparable injury and damage. TXSTATE expressly agrees that the COUNTY shall be entitled to injunctive and other equitable relief in the event of, or to prevent, a breach of any provision of this Agreement by TXSTATE. Resort to such equitable relief, however, shall not be construed to be a waiver of any other rights or remedies that the COUNTY may have for damages or otherwise. The various rights and remedies of the COUNTY under this Agreement, or otherwise, shall be construed to be cumulative, and no one of them shall be exclusive of any other or of any right or remedy allowed by law.

Termination. The COUNTY may terminate this Agreement at any time by 10 working days' written notice to TXSTATE in accordance with the "Notices" section below. In addition, if TXSTATE is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of the COUNTY, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, the COUNTY at any time may terminate the engagement of TXSTATE immediately and without prior written notice to TXSTATE.

Independent Contractor. This Agreement shall not render TXSTATE an employee, partner, agent of, or joint venture with the COUNTY for any purpose. TXSTATE is and will remain an independent contractor in TXSTATE's relationship to the COUNTY. The COUNTY shall not be responsible for withholding taxes with respect to TXSTATE's compensation hereunder. TXSTATE shall have no claim against the COUNTY hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

Choice of Law. The laws of the state of Texas shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

Waiver. Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

Assignment. TXSTATE shall not assign any of TXSTATE's rights under this Agreement, or delegate the performance of any of TXSTATE's duties hereunder, without the prior written consent of the COUNTY.

Notices. Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

Professional Services to be provided by:

Texas State University
The Meadows Center for Water and the Environment
601 University Dr.
San Marcos, TX 78666

Email: sharla@txstate.edu, nickdornak@txstate.edu
Phone: 512-245-9201

Professional Services acquired by:

Caldwell County
Attn: County Judge's Office
110 S. Main Street
Lockhart, TX 78644

Email: k.schawe@co.caldwell.tx.us, Barbara.gonzales@co.caldwell.tx.us,
Jacque.thomas@co.caldwell.tx.us
Phone: 512-398-1809

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing and signed by the parties hereto.

Entire Understanding. This Agreement and any attachments or exhibits attached hereto constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

Unenforceability of Provisions. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

TEXAS STATE:

CALDWELL COUNTY:

**Dan Alden, Director of Procurement
and Strategic Sourcing
Texas State University**

**Ken Schawe
Caldwell County Judge**

ATTACHMENT A

Scope of Work

Texas State University, the Meadows Center for Water and the Environment ("TXSTATE") will support Caldwell County ("COUNTY") in the completion of deliverables for "Plum Creek Watershed Protection Plan Implementation of Low Impact Development (LID) for the Caldwell County Justice Center" toward fulfillment of TCEQ Contract No. 582-16-60279 as amended and executed December 15, 2017.

It is estimated that the Meadows Center can complete the proposed services outlined below for \$12,000, which includes approximately 200 hours of TXSTATE staff time. TXSTATE will invoice the COUNTY on a quarterly basis for work performed.

Specifically, as mutually agreed to in the project's Quarterly Progress Report (QPR) timeline and as part of the overarching project tasks, TXSTATE will:

- Task 3: develop a tri-fold brochure about the project detailing individual LID components implemented at the Caldwell County Justice Center
- Task 3: develop permanent signage that provides information about LID components implemented at the Caldwell County Justice Center
- Task 3: organize and conduct two site tours for schools in the watershed and surrounding area
- Task 4: final Report

List of Deliverables:

- Design and print tri-fold brochures (500)
- Design and purchase permanent signage
 - 20 – 5in. by 8in. plastic signs for native plant identification
 - 5 – 1ft. by 1ft. engraved metal signs, one for each LID component
 - 1 – framed poster to be displayed in lobby of CCJC
- Documentation of two site tours for schools
- Final Report
 - Draft Final Report
 - Address TCEQ/EPA Comments
 - Final Report

ATTACHMENT B
Addendum to Contract

APPLICABLE LAW: THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS SHALL APPLY.

LIMITATIONS:

The parties acknowledge that they are aware that there are constitutional and statutory limitations on the authority of Texas State University ("Texas State" or "University") to enter into certain terms and conditions of an agreement, including, but not limited to:

- those terms and conditions relating to liens on University's property;
- disclaimers and limitations of warranties;
- disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes;
- limitations of periods to bring legal action; granting control of litigation or settlement to another party;
- liability for acts or omissions of third parties;
- payment of attorneys' fees; dispute resolution; indemnities; and,
- confidentiality (collectively, the "Limitations").

Terms and conditions related to these "Limitations" will not be binding except to the extent authorized by the laws and Constitution of the State of Texas.

WAIVER OF SOVEREIGN IMMUNITY:

Upon award, the parties specifically agree that (i) neither the execution of the Agreement, nor any other conduct, action or inaction of any representative of Texas State relating to the Agreement constitutes, or is intended to constitute, a waiver of Texas State's, or the state's, sovereign immunity to suit; and (ii) the University has not waived its right to seek redress in the courts.

INDEMNIFICATION:

This section shall apply only to the extent permitted by Texas law. Texas State does not waive any of its constitutional statutory or common law rights, privileges, immunities or defenses under Texas law.

DISPUTE RESOLUTION:

To the extent that Chapter 2260, *Texas Government Code*, is applicable to any resulting agreement and is not preempted by other applicable law, the dispute resolution process provided for in Texas Government Code Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, will be used by the parties to attempt to resolve any claim for breach of contract made that cannot be resolved in the ordinary course of business.

NOTE: In accordance with Texas Education Code, Chp. 51, Sec. 51.9335, Subsection (h):

"in any contract for the acquisition of goods and services to which an institution of higher education is a party, a provision required by applicable law to be included in the contract is considered to be part of the executed contract without regard to (1) whether the provisions appear on the face of the contract; or (2) whether the contract includes any provisions to the contrary."

ADHERENCE TO UNIVERSITY POLICIES:

By executing the Agreement, the COUNTY agrees to comply with all University Policies including but not limited to the following and, at a minimum, shall apply to the COUNTY's employees and subcontractors while on the Texas State campus:

- a. On-campus driving and parking;
- b. Prohibition on smoking or tobacco use;
- c. Fire safety;
- d. Hazardous Materials;
- e. Drug-free workplace; and,
- f. Prohibition of sexual harassment, or harassment or discrimination based on race, color, national origin, age, sex, religion, disability, or sexual orientation .

PUBLIC INFORMATION:

University strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the Texas Public Information Act, Chapter 552, Texas Government Code. Sponsor is required to make any information created or exchanged with the state pursuant to this contract, which is not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state. The following format(s) shall be deemed to be in compliance with this provision: electronic files in Word, PDF, or similar generally accessible format.

NONDISCRIMINATION:

In their execution of this agreement, all contractors, subcontractors, their respective employees, and others acting by or through them shall comply with all federal, state, University and the Texas State University System policies and laws prohibiting discrimination, harassment, and sexual misconduct. Any breach of this covenant may result in termination of this agreement.

PAYMENT TERMS:

University will pay for Work performed in accordance with Texas Government Code; Section 2251 "Prompt Payment".

University, an agency of the State of Texas, is exempt from Texas Sales & Use Tax on the Work in accordance with Section 151.309, Texas Tax Code, and Title 34 Texas Administrative Code ("TAC") Section 3.322.

16. Discussion/Action to execute the Department of State Access contract and HHS Enterprise Data Use Agreement. **Cost: None; Speaker: Judge Schawe; Backup: 34.**

DEPARTMENT OF STATE HEALTH SERVICES



Contract number HHSREV100000785 (the "Contract"), is entered into by Department of State Health Services ("DSHS") Vital Statistics Section and Caldwell County ("Contractor"). DSHS and Contractor are collectively referred to herein as the "Parties."

- I. **Purpose of the Contract.** DSHS agrees to provide access to the DSHS Vital Event Electronic Registration System for the purpose of issuing individual birth certificates.
- II. **Term of the Contract.** This Contract will begin on September 1, 2018, and end on August 31, 2023.
- III. **Authority.** The Parties enter into this Contract under the authority of Texas Health and Safety Code Chapter 191 and Texas Government Code Chapter 791.
- IV. **Statement of Work.**
 - A. DSHS agrees to provide on-line computer services in support of Contractor from 7:00 a.m. to 6:00 p.m. (CST) Monday through Friday, except holidays. In the event of an emergency or computer application error, DSHS may temporarily suspend services without advance notice.
 - B. Contractor may search DSHS databases, locate data, and issue Certifications of Birth to authorized individuals requesting such data. The certifications will be in a format formally approved by DSHS. Contractor will take reasonable efforts to ensure use of the DSHS Vital Event Electronic Registration System is not abused by its staff. Abuse of the access to confidential information in the DSHS Vital Event Electronic Registration System may be cause for termination of this Contract in accordance with Section IX.K.
 - C. Contractor will acquire the necessary data processing equipment, communications, hardware or software, and purchase "bank note" paper, as specified by DSHS. DSHS will assist in connection of the equipment, furnish software program and provide technical assistance, if necessary.
 - D. Contractor will complete the DSHS Vital Event Electronic Registration System registration forms as specified by DSHS. Contractor will remain in compliance with any requirements specified by DSHS for accessing the DSHS Vital Event Electronic Registration System. Contractor will not be required to pay an additional fee pursuant to this Subsection.
 - E. Contractor acknowledges that records may not be located in the searching process instituted by Contractor, or records which are located may have errors due to:

1. Normal key-entry errors in spellings;
 2. Accidental failure on the part of the DSHS to update a file for an amendment or paternity determination; and
 3. The event year does not exist on the system.
- F. Contractor will notify DSHS in writing, at least monthly of errors or suspected errors that exist on the database information.
- G. Contractor is to maintain an inventory control and account for each document produced on "bank note" paper, including voided documents.
- H. Contractor will issue Certificates of Birth utilizing remote access to the DSHS system in conformance with Health and Safety Code Chapters 191, 192 and 195, as well as 25 Tex. Admin. Code Chapter 181.
- I. The Parties are required to comply with all applicable state and federal laws relating to the privacy and confidentiality of this data and records, which includes Texas Government Code Section 552.115.
- J. The Parties will use confidential records and information obtained under this Contract only for purposes as described in this Contract and as otherwise allowed by law.
- V. **Fees.**
Contractor agrees to pay DSHS ONE DOLLAR AND EIGHTY-THREE CENTS (\$1.83) for each Certification of Vital Record printed as a result of searches of the database. Contractor agrees to charge the same base search fee for a birth certificate as DSHS. Additional fees may only be charged as authorized by Texas Health and Safety Code Chapter 191 and 25 Tex. Admin. Code Chapter 181.

VI. **Billing.**

- A. DSHS will send an itemized billing to Contractor on a monthly basis for each Certification of Birth printed. This billing will be sent through the U.S. Postal Service to the Contractor at:

Name: Caldwell County Clerk's Office

Address: 1703 S. Colorado St., Box 1, Ste. 1200
Lockhart, TX 78644

- B. Contractor will direct any billing inquiries either by phone to 512-776-7206 or email to vsubusinessservices@dshs.state.tx.us.

VII. Payment Method.

A. Contractor will remit payment to DSHS within thirty days after a billing is received by them. Payment by the Contractor will be considered made on the date postmarked.

B. Contractor will send payments to DSHS at:

Texas Department of State Health Services
Cash Receipts Branch MC 2096
P.O. Box 149347
Austin, TX 78714-9347

C. Contractor will make payment to DSHS out of its current revenues.

VIII. Representatives. The following will act as the Representative authorized to administer activities under this Contract on behalf of their respective Party.

Caldwell County Clerk's Office	DSHS
Caldwell County Caldwell County Clerk Attn: Carol Holcomb 1703 S. Colorado St., Box 1, Ste. 1200 Lockhart, TX 78644 Phone: (512) 398-1824 Email: carol.holcomb@co.caldwell.tx.us	Texas Department of State Health Services Contract Management Section Attn: Kathleen Uptmor Mail Code 1990 P.O. Box 149347 Austin, TX 78714-9347 Phone: (512) 776-3945 Email: Kathleen.Uptmor@dshs.texas.gov

IX. General Terms and Conditions.

A. **Governing Law.** Regarding all issues related to this Contract's formation, performance, interpretation, and any issues that may arise in any dispute between the parties, the Contract will be governed by and construed in accordance with the laws of the State of Texas.

B. **Amendment.** This Contract may be modified by written amendment signed by the Parties.

C. **Confidentiality.**

The Parties are required to comply with all applicable state and federal laws relating to the privacy and confidentiality of records that contain Personal Identifying Information (PII) or Personally Sensitive Information (PSI) or other information or records made confidential by law, including Tex. Bus. & Comm. Code Section 521.002. The attached Data Use Agreement (Attachment A) applies to this Contract.

- D. Exchange of Personal Identifying Information.** This Contract concerns personal identifying information. Except as prohibited by other law, Contractor and DSHS may exchange PII without consent, in accordance with Chapter 191 of the Health and Safety Code.
- E. Records Retention.** DSHS will retain records in accordance with DSHS State of Texas Records Retention Schedule at <http://www.dshs.texas.gov/records/schedules.shtm>, Department Rules and other applicable state and federal statutes and regulations governing medical, mental health, and substance abuse information.
- F. Severability.** If any provision of this Contract is construed to be illegal or invalid, the illegal or invalid provision will be deemed stricken and deleted to the same extent and effect as if never incorporated, but all other provisions will continue.
- G. Notice.** Any notice required or permitted to be given under this Contract will be in writing and sent to the respective Party's Representative in Section VIII. Notice will be deemed to have been received by a Party on the third business day after the date on which it was mailed to the Party at the address specified in writing by the Party to the other Party, or, if sent by certified mail, on the date of receipt.
- H. Waiver.** Acceptance by either Party of partial performance or failure to complain of any action, non-action or default under this Contract will not constitute a waiver of either Party's rights under the Contract.
- I. Assignment.** Neither DSHS nor Contractor will transfer, assign, or sell its interest, in whole or in part, in this Contract without prior written consent by both Parties.
- J. Suspension of Services Under This Contract.** In the event of an emergency or information technology system failure, DSHS may temporarily suspend services without advance notice. Use of services for purposes inconsistent with applicable law may also result in a suspension of services.
- K. Termination.**
- 1. Convenience.** This Contract may be terminated by mutual agreement of the Parties. Either Party may terminate this Contract without cause by giving 30 days written notice of its intent to terminate to the non-terminating Party.
 - 2. Cause.** This Contract may be terminated for cause by either Party for breach or failure to perform an essential requirement of the Contract. Use of services for purposes inconsistent with applicable law may be cause for Contract termination.
 - 3. Notice of Termination.** Written notice may be sent by any method that provides verification of receipt, which will be calculated from the date of receipt by the non-terminating Party's Representative provided in Section VIII.

Contract Number: HHSREV100000785

4. **Equitable Settlement.** At the end of the Term of this Contract or termination as provided for in this Section, the Parties will equitably settle their respective accrued interests or obligations incurred prior to termination.

By signing below, the Parties agree that this Contract constitutes the entire legal and binding agreement between them. The Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the authority to execute this Contract on behalf of their respective Party.

DEPARTMENT OF STATE HEALTH SERVICES

CALDWELL COUNTY



Manda Hall, M.D.
Associate Commissioner
Department of State Health Services

Carol Holcomb
County Clerk
Caldwell County

4/16/18
Date

Date

THE FOLLOWING ATTACHMENTS ARE ATTACHED AND INCORPORATED AS PART OF THE CONTRACT HHSREV100000785:

ATTACHMENT A- DATA USE AGREEMENT

ATTACHMENT A – DATA USE AGREEMENT

DATA USE AGREEMENT BETWEEN THE TEXAS HEALTH AND HUMAN SERVICES ENTERPRISE AND CALDWELL COUNTY (“CONTRACTOR”)

This Data Use Agreement (“DUA”) is incorporated into System Agency Contract No. HHSREV100000785 (the “Base Contract”) between the Texas Department of State Health Services (“System Agency”) and Caldwell County (“Contractor”).

ARTICLE 1. PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

ATTACHMENT 1. The purpose of this DUA is to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information with Contractor, and describe Contractor’s rights and obligations with respect to the Confidential Information and the limited purposes for which the Contractor may create, receive, maintain, use, disclose or have access to Confidential Information. 45 CFR 164.504(e)(1)-(3). This DUA also describes System Agency’s remedies in the event of Contractor’s noncompliance with its obligations under this DUA. This DUA applies to both Business Associates and contractors who are not Business Associates who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of System Agency, its programs or clients as described in the Base Contract.

As of the Effective Date of the Contract, if any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

ARTICLE 2. DEFINITIONS

For the purposes of this DUA, **capitalized, underlined terms have the meanings set forth in the following:** Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (42 U.S.C. §1320d, *et seq.*) and regulations thereunder in 45 CFR Parts 160 and 164, including all amendments, regulations and guidance issued thereafter; The Social Security Act, including Section 1137 (42 U.S.C. §§ 1320b-7), Title XVI of the Act; The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a and regulations and guidance thereunder; Internal Revenue Code, Title 26 of the United States Code and regulations and publications adopted under that code, including IRS Publication 1075; OMB Memorandum 07-18; Texas Business and Commerce Code Ch. 521; Texas Government Code, Ch. 552, and Texas Government Code §2054.1125. In addition, the following terms in this DUA are defined as follows:

“**Authorized Purpose**” means the specific purpose or purposes described in the Scope of Work of the Base Contract for Contractor to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by System Agency in writing in advance.

“**Authorized User**” means a Person:

- (1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;
- (2) For whom Contractor warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and

(3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

“Confidential Information” means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to Contractor or that Contractor may create, receive, maintain, use, disclose or have access to on behalf of System Agency that consists of or includes any or all of the following:

- (1) Client Information;
- (2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information;
- (3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;
- (4) Federal Tax Information;
- (5) Personally Identifiable Information;
- (6) Social Security Administration Data, including, without limitation, Medicaid information;
- (7) All privileged work product;
- (8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

“Legally Authorized Representative” of the Individual, as defined by Texas law, including as provided in 45 CFR 435.923 (Medicaid); 45 CFR 164.502(g)(1) (HIPAA); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164; Estates Code Ch. 752 and Texas Prob. Code § 3.

ARTICLE 3. CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

Section 3.01 *Obligations of Contractor*

Contractor agrees that:

(A) Contractor will exercise reasonable care and no less than the same degree of care Contractor uses to protect its own confidential, proprietary and trade secret information to prevent any portion of the Confidential Information from being used in a manner that is not expressly an Authorized Purpose under this DUA or as Required by Law. *45 CFR 164.502(b)(1); 45 CFR 164.514(d)*

(B) Contractor will not, without System Agency's prior written consent, disclose or allow access to any portion of the Confidential Information to any Person or other entity, other than Authorized User's Workforce or Subcontractors of Contractor who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Event or Breach to Contractor's management, to carry out the Authorized Purpose or as Required by Law.

System Agency, at its election, may assist Contractor in training and education on specific or unique System Agency processes, systems or requirements. Contractor will produce evidence of completed training to System Agency upon request. *45 C.F.R. 164.308(a)(5)(i); Texas Health & Safety Code §181.101*

(C) Contractor will establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. Contractor will maintain evidence of sanctions and produce it to System Agency upon request. *45 C.F.R. 164.308(a)(1)(ii)(C); 164.530(e); 164.410(b); 164.530(b)(1)*

(D) Contractor will not, without prior written approval of System Agency, disclose or provide access to any Confidential Information on the basis that such act is Required by Law without notifying System Agency so that System Agency may have the opportunity to object to the disclosure or access and seek appropriate relief. If System Agency objects to such disclosure or access, Contractor will refrain from disclosing or providing access to the Confidential Information until System Agency has exhausted all alternatives for relief. *45 CFR 164.504(e)(2)(ii)(A)*

(E) Contractor will not attempt to re-identify or further identify Confidential Information or De-identified Information, or attempt to contact any Individuals whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from System Agency or as expressly permitted by the Base Contract. *45 CFR 164.502(d)(2)(i) and (ii)* Contractor will not engage in prohibited marketing or sale of Confidential Information. *45 CFR 164.501, 164.508(a)(3) and (4); Texas Health & Safety Code Ch. 181.002*

(F) Contractor will not permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information, on behalf of Contractor without requiring that Subcontractor first execute the Form Subcontractor Agreement, Attachment 1, which ensures that the Subcontractor will comply with the identical terms, conditions, safeguards and restrictions as contained in this DUA for PHI and any other relevant Confidential Information and which permits more strict limitations; and *45 CFR 164.502(e)(1)(1)(ii); 164.504(e)(1)(i) and (2)*

(G) Contractor is directly responsible for compliance with, and enforcement of, all conditions for creation, maintenance, use, disclosure, transmission and Destruction of Confidential Information and the acts or omissions of Subcontractors as may be reasonably necessary to prevent unauthorized use. *45 CFR 164.504(e)(5); 42 CFR 431.300, et seq.*

(H) If Contractor maintains PHI in a Designated Record Set, Contractor will make PHI available to System Agency in a Designated Record Set or, as directed by System Agency, provide PHI to the Individual, or Legally Authorized Representative of the Individual who is requesting PHI in compliance with the requirements of the HIPAA Privacy Regulations. Contractor will make other Confidential Information in Contractor's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach of Unsecured PHI as defined in HIPAA. *45 CFR 164.524 and 164.504(e)(2)(ii)(E)*

(I) Contractor will make PHI as required by HIPAA available to System Agency for amendment and incorporate any amendments to this information that System Agency directs or agrees to pursuant to the HIPAA. *45 CFR 164.504(e)(2)(ii)(E) and (F)*

(J) Contractor will document and make available to System Agency the PHI required to provide access, an accounting of disclosures or amendment in compliance with the requirements of the HIPAA Privacy Regulations. *45 CFR 164.504(e)(2)(ii)(G) and 164.528*

(K) If Contractor receives a request for access, amendment or accounting of PHI by any Individual subject to this DUA, it will promptly forward the request to System Agency; however, if it would violate HIPAA to forward the request, Contractor will promptly notify of the request and of Contractor's response. Unless Contractor is prohibited by law from forwarding a request, System Agency will respond to all such requests, unless System Agency has given prior written consent for Contractor to respond to and account for all such requests. *45 CFR 164.504(e)(2)*

(L) Contractor will provide, and will cause its Subcontractors and agents to provide, to System Agency periodic written certifications of compliance with controls and provisions relating to information privacy, security and breach notification, including without limitation information related to

data transfers and the handling and disposal of Confidential Information. *45 CFR 164.308; 164.530(c); 1 TAC 202*

(M) Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, Contractor may use or disclose PHI for the proper management and administration of Contractor or to carry out Contractor's legal responsibilities if: *45 CFR 164.504(e)(ii)(1)(A)*

(1) Disclosure is Required by Law, provided that Contractor complies with Section 3.01(D);

(2) Contractor obtains reasonable assurances from the Person to whom the information is disclosed that the Person will:

(a) Maintain the confidentiality of the Confidential Information in accordance with this DUA;

(b) Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the Person; and

(c) Notify Contractor in accordance with Section 4.01 of any Event or Breach of Confidential Information of which the Person discovers or should have discovered with the exercise of reasonable diligence. *45 CFR 164.504(e)(4)(ii)(B)*

(N) Except as otherwise limited by this DUA, Contractor will, if requested by System Agency, use PHI to provide data aggregation services to System Agency, as that term is defined in the HIPAA, 45 C.F.R. §164.501 and permitted by HIPAA. *45 CFR 164.504(e)(2)(i)(B)*

(O) Contractor will, on the termination or expiration of this DUA or the Base Contract, at its expense, return to System Agency or Destroy, at System Agency's election, and to the extent reasonably feasible and permissible by law, all Confidential Information received from System Agency or created or maintained by Contractor or any of Contractor's agents or Subcontractors on System Agency's behalf if that data contains Confidential Information. Contractor will certify in writing to System Agency that all the Confidential Information that has been created, received, maintained, used by or disclosed to Contractor, has been Destroyed or returned to System Agency, and that Contractor and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, Contractor acknowledges and agrees that it may not Destroy any Confidential Information if federal or state law, or System Agency record retention policy or a litigation hold notice prohibits such Destruction. If such return or Destruction is not reasonably feasible, or is impermissible by law, Contractor will immediately notify System Agency of the reasons such return or Destruction is not feasible, and agree to extend indefinitely the protections of this DUA to the Confidential Information and limit its further uses and disclosures to the purposes that make the return of the Confidential Information not feasible for as long as Contractor maintains such Confidential Information. *45 CFR 164.504(e)(2)(ii)(J)*

(P) Contractor will create, maintain, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses. *45 CFR 164.306; 164.530(c)*

(Q) If Contractor accesses, transmits, stores, or maintains Confidential Information, Contractor will complete and return to System Agency at infosecurity@hhsc.state.tx.us the System Agency information security and privacy initial inquiry (SPI) at Attachment 2 . The SPI identifies basic privacy and security controls with which Contractor must comply to protect System Agency Confidential Information. Contractor will comply with periodic security controls compliance assessment and monitoring by System Agency as required by state and federal law, based on the type of Confidential Information Contractor creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. Contractor's security controls will be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. Contractor will update its security controls assessment whenever there are significant changes in security controls for System Agency

Confidential Information and will provide the updated document to System Agency. System Agency also reserves the right to request updates as needed to satisfy state and federal monitoring requirements. *45 CFR 164.306*

(R) Contractor will establish, implement and maintain any and all appropriate procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Confidential Information, and with respect to PHI, as described in the HIPAA Privacy and Security Regulations, or other applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as Contractor has such Confidential Information in its actual or constructive possession. *45 CFR 164.308 (administrative safeguards); 164.310 (physical safeguards); 164.312 (technical safeguards); 164.530(c)(privacy safeguards)*

(S) Contractor will designate and identify, subject to System Agency approval, a Person or Persons, as Privacy Official *45 CFR 164.530(a)(1)* and Information Security Official, each of whom is authorized to act on behalf of Contractor and is responsible for the development and implementation of the privacy and security requirements in this DUA. Contractor will provide name and current address, phone number and e-mail address for such designated officials to System Agency upon execution of this DUA and prior to any change. *45 CFR 164.308(a)(2)*

(T) Contractor represents and warrants that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose pursuant to this DUA and the Base Contract, and further, that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. *45 CFR 164.502; 164.514(d)*

(U) Contractor and its Subcontractors will maintain an updated, complete, accurate and numbered list of Authorized Users, their signatures, titles and the date they agreed to be bound by the terms of this DUA, at all times and supply it to System Agency, as directed, upon request.

(V) Contractor will implement, update as necessary, and document reasonable and appropriate policies and procedures for privacy, security and Breach of Confidential Information and an incident response plan for an Event or Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the DUA. *45 CFR 164.308; 164.316; 164.514(d); 164.530(i)(1)*

(W) Contractor will produce copies of its information security and privacy policies and procedures and records relating to the use or disclosure of Confidential Information received from, created by, or received, used or disclosed by Contractor on behalf of System Agency for System Agency's review and approval within 30 days of execution of this DUA and upon request by System Agency the following business day or other agreed upon time frame. *45 CFR 164.308; 164.514(d)*

(X) Contractor will make available to System Agency any information System Agency requires to fulfill System Agency's obligations to provide access to, or copies of, PHI in accordance with HIPAA and other applicable laws and regulations relating to Confidential Information. Contractor will provide such information in a time and manner reasonably agreed upon or as designated by the Secretary, or other federal or state law. *45 CFR 164.504(e)(2)(i)(I)*

(Y) Contractor will only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form. A secure transmission of electronic Confidential Information in motion includes secure File Transfer Protocol (SFTP) or Encryption at an appropriate level or otherwise protected as required by rule, regulation or law. System Agency Confidential Information at rest requires Encryption unless there is adequate administrative, technical, and physical security, or as otherwise

protected as required by rule, regulation or law. All electronic data transfer and communications of Confidential Information will be through secure systems. Proof of system, media or device security or Encryption must be produced to System Agency no later than 48 hours after System Agency's written request in response to a compliance investigation, audit or the Discovery of an Event or Breach. Otherwise, requested production of such proof will be made as agreed upon by the parties. De-identification of System Agency Confidential Information is a means of security. With respect to de-identification of PHI, "secure" means de-identified according to HIPAA Privacy standards and regulatory guidance. *45 CFR 164.312; 164.530(d)*

(Z) Contractor will comply with the following laws and standards *if applicable to the type of Confidential Information and Contractor's Authorized Purpose*:

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;
- The Privacy Act of 1974;
- OMB Memorandum 07-16;
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA) as defined in the DUA;
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;
- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI; and
- Any other State or Federal law, regulation, or administrative rule relating to the specific System Agency program area that Contractor supports on behalf of System Agency.

ARTICLE 4. BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS

Section 4.01. Breach or Event Notification to System Agency. *45 CFR 164.400-414*

(A) Contractor will cooperate fully with System Agency in investigating, mitigating to the extent practicable and issuing notifications directed by System Agency, for any Event or Breach of Confidential Information to the extent and in the manner determined by System Agency.

(B) Contractor's obligation begins at the Discovery of an Event or Breach and continues as long as related activity continues, until all effects of the Event are mitigated to System Agency's satisfaction (the "incident response period"). *45 CFR 164.404*

(C) Breach Notice:

1. Initial Notice.

System Agency Data Use Agreement V.8.3 HIPAA Omnibus Compliant April 1, 2015

a. For federal information, including without limitation, Federal Tax Information, Social Security Administration Data, and Medicaid Client Information, within the first, consecutive clock hour of Discovery, and for all other types of Confidential Information not more than 24 hours after Discovery, or in a timeframe otherwise approved by System Agency in writing, initially report to System Agency's Privacy and Security Officers via email at: privacy@SystemAgencyC.state.tx.us and to the System Agency division responsible for this DUA; and *IRS Publication 1075; Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a; OMB Memorandum 07-16 as cited in System AgencyC-CMS Contracts for information exchange.*

b. Report all information reasonably available to Contractor about the Event or Breach of the privacy or security of Confidential Information. *45 CFR 164.410*

c. Name, and provide contact information to System Agency for, Contractor's single point of contact who will communicate with System Agency both on and off business hours during the incident response period.

2. 48-Hour Formal Notice. No later than 48 consecutive clock hours after Discovery, or a time within which Discovery reasonably should have been made by Contractor of an Event or Breach of Confidential Information, provide formal notification to the State, including all reasonably available information about the Event or Breach, and Contractor's investigation, including without limitation and to the extent available: *For (a) - (m) below: 45 CFR 164.400-414*

a. The date the Event or Breach occurred;

b. The date of Contractor's and, if applicable, Subcontractor's Discovery;

c. A brief description of the Event or Breach; including how it occurred and who is responsible (or hypotheses, if not yet determined);

d. A brief description of Contractor's investigation and the status of the investigation;

e. A description of the types and amount of Confidential Information involved;

f. Identification of and number of all Individuals reasonably believed to be affected, including first and last name of the individual and if applicable the, Legally authorized representative, last known address, age, telephone number, and email address if it is a preferred contact method, to the extent known or can be reasonably determined by Contractor at that time;

g. Contractor's initial risk assessment of the Event or Breach demonstrating whether individual or other notices are required by applicable law or this DUA for System Agency approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;

h. Contractor's recommendation for System Agency's approval as to the steps Individuals or Contractor on behalf of Individuals, should take to protect the Individuals from potential harm, including without limitation Contractor's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an Individual with special capacity or circumstances;

i. The steps Contractor has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);

j. The steps Contractor has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Event or Breach;

- k. Identify, describe or estimate of the Persons, Workforce, Subcontractor, or Individuals and any law enforcement that may be involved in the Event or Breach;
- l. A reasonable schedule for Contractor to provide regular updates to the foregoing in the future for response to the Event or Breach, but no less than every three (3) business days or as otherwise directed by System Agency, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and
- m. Any reasonably available, pertinent information, documents or reports related to an Event or Breach that System Agency requests following Discovery.

Section 4.02 Investigation, Response and Mitigation. For A-F below: 45 CFR 164.308, 310 and 312; 164.530

- (A) Contractor will immediately conduct a full and complete investigation, respond to the Event or Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to and by System Agency for incident response purposes and for purposes of System Agency's compliance with report and notification requirements, to the satisfaction of System Agency.
- (B) Contractor will complete or participate in a risk assessment as directed by System Agency following an Event or Breach, and provide the final assessment, corrective actions and mitigations to System Agency for review and approval.
- (C) Contractor will fully cooperate with System Agency to respond to inquiries and proceedings by state and federal authorities, Persons and Individuals about the Event or Breach.
- (D) Contractor will fully cooperate with System Agency's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Event or Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by System Agency in a Corrective Action Plan if directed by System Agency under the Base Contract.

Section 4.03 Breach Notification to Individuals and Reporting to Authorities. Tex. Bus. & Comm. Code §521.053; 45 CFR 164.404 (Individuals), 164.406 (Media); 164.408 (Authorities)

- (A) System Agency may direct Contractor to provide Breach notification to Individuals, regulators or third-parties, as specified by System Agency following a Breach.
- (B) Contractor must obtain System Agency's prior written approval of the time, manner and content of any notification to Individuals, regulators or third-parties, or any notice required by other state or federal authorities. Notice letters will be in Contractor's name and on Contractor's letterhead, unless otherwise directed by System Agency, and will contain contact information, including the name and title of Contractor's representative, an email address and a toll-free telephone number, for the Individual to obtain additional information.
- (C) Contractor will provide System Agency with copies of distributed and approved communications.
- (D) Contractor will have the burden of demonstrating to the satisfaction of System Agency that any notification required by System Agency was timely made. If there are delays outside of Contractor's control, Contractor will provide written documentation of the reasons for the delay.

(E) If System Agency delegates notice requirements to Contractor, System Agency shall, in the time and manner reasonably requested by Contractor, cooperate and assist with Contractor's information requests in order to make such notifications and reports.

ARTICLE 5. SCOPE OF WORK

Scope of Work means the services and deliverables to be performed or provided by Contractor, or on behalf of Contractor by its Subcontractors or agents for System Agency that are described in detail in the Base Contract. The Scope of Work, including any future amendments thereto, is incorporated by reference in this DUA as if set out word-for-word herein.

ARTICLE 6. GENERAL PROVISIONS

Section 6.01 *Ownership of Confidential Information*

Contractor acknowledges and agrees that the Confidential Information is and will remain the property of System Agency. Contractor agrees it acquires no title or rights to the Confidential Information.

Section 6.02 *System Agency Commitment and Obligations*

System Agency will not request that Contractor create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by System Agency.

Section 6.03 *System Agency Right to Inspection*

At any time upon reasonable notice to Contractor, or if System Agency determines that Contractor has violated this DUA, System Agency, directly or through its agent, will have the right to inspect the facilities, systems, books and records of Contractor to monitor compliance with this DUA. For purposes of this subsection, System Agency's agent(s) include, without limitation, the System Agency Office of the Inspector General or the Office of the Attorney General of Texas, outside consultants or legal counsel or other designee.

Section 6.04 *Term; Termination of DUA; Survival*

This DUA will take effect with the Base Contract, and will terminate upon termination of the Base Contract and as set forth herein. If the Base Contract is extended or amended, this DUA is updated automatically concurrent with such extension or amendment.

(A) System Agency may immediately terminate this DUA and Base Contract upon a material violation of this DUA.

(B) Termination or Expiration of this DUA will not relieve Contractor of its obligation to return or Destroy the Confidential Information as set forth in this DUA and to continue to safeguard the Confidential Information until such time as determined by System Agency.

(D) If System Agency determines that Contractor has violated a material term of this DUA; System Agency may in its sole discretion:

1. Exercise any of its rights including but not limited to reports, access and inspection under this DUA or the Base Contract; or
2. Require Contractor to submit to a corrective action plan, including a plan for monitoring and plan for reporting, as System Agency may determine necessary to maintain compliance with this DUA; or

3. Provide Contractor with a reasonable period to cure the violation as determined by System Agency; or
4. Terminate the DUA and Base Contract immediately, and seek relief in a court of competent jurisdiction in Travis County, Texas.

Before exercising any of these options, System Agency will provide written notice to Contractor describing the violation and the action it intends to take.

(E) If neither termination nor cure is feasible, System Agency shall report the violation to the Secretary.

(F) The duties of Contractor or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to System Agency, as required by this DUA.

Section 6.05 *Governing Law, Venue and Litigation*

(A) The validity, construction and performance of this DUA and the legal relations among the Parties to this DUA will be governed by and construed in accordance with the laws of the State of Texas.

(B) The Parties agree that the courts of Travis County, Texas, will be the exclusive venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, or in connection with, or by reason of this DUA.

Section 6.06 *Injunctive Relief*

(A) Contractor acknowledges and agrees that System Agency may suffer irreparable injury if Contractor or its Subcontractor fails to comply with any of the terms of this DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

(B) Contractor further agrees that monetary damages may be inadequate to compensate System Agency for Contractor's or its Subcontractor's failure to comply. Accordingly, Contractor agrees that System Agency will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

Section 6.07 *Indemnification*

To the extent permitted by law, Contractor will indemnify, defend and hold harmless System Agency and its respective Executive Commissioner, employees, Subcontractors, agents (including other state agencies acting on behalf of System Agency) or other members of its Workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this DUA or from any acts or omissions related to this DUA by Contractor or its employees, directors, officers, Subcontractors, or agents or other members of its Workforce. The duty to indemnify, defend and hold harmless is independent of the duty to insure and continues to apply even in the event insurance coverage required, if any, in the DUA or Base Contract is denied, or coverage rights are reserved by any insurance carrier. Upon demand, Contractor will reimburse System Agency for any and all losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party to the extent caused by and which results from the Contractor's failure to meet any of its obligations under this DUA. To the extent permitted

by law, Contractor's obligation to defend, indemnify and hold harmless any Indemnified Party will survive the expiration or termination of this DUA.

Section 6.08 Insurance

(A) Contractor represents and warrants that it maintains either self-insurance or commercial insurance with policy limits sufficient to cover any liability arising from any acts or omissions by Contractor or its employees, directors, officers, Subcontractors, or agents or other members of its Workforce under this DUA. Contractor warrants that System Agency will be a loss payee and beneficiary for any such claims. .

(B) Contractor will provide System Agency with written proof that required insurance coverage is in effect, at the request of System Agency.

Section 6.09 Fees and Costs

Except as otherwise specified in this DUA or the Base Contract, including but not limited to requirements to insure or indemnify System Agency, if any legal action or other proceeding is brought for the enforcement of this DUA, or because of an alleged dispute, contract violation, Event, Breach, default, misrepresentation, or injunctive action, in connection with any of the provisions of this DUA, each party will bear their own legal expenses and the other cost incurred in that action or proceeding.

Section 6.10 Entirety of the Contract

This Data Use Agreement is incorporated by reference into the Base Contract and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced.

Section 6.11 Automatic Amendment and Interpretation

Upon the effective date of any amendment or issuance of additional regulations to HIPAA, or any other law applicable to Confidential Information, this DUA will automatically be amended so that the obligations imposed on System Agency or Contractor remain in compliance with such requirements. Any ambiguity in this DUA will be resolved in favor of a meaning that permits System Agency and Contractor to comply with HIPAA or any other law applicable to Confidential Information.

ATTACHMENT 1. SUBCONTRACTOR AGREEMENT FORM
System Agency CONTRACT NUMBER HHSREV100000785

The DUA between System Agency and Contractor establishes the permitted and required uses and disclosures of Confidential Information by Contractor.

Contractor has subcontracted with _____ (SUBContractor) for performance of duties on behalf of CONTACTOR which are subject to the DUA. SUBContractor acknowledges, understands and agrees to be bound by the identical terms and conditions applicable to Contractor under the DUA, incorporated by reference in this Agreement, with respect to System Agency Confidential Information. Contractor and SUBContractor agree that System Agency is a third-party beneficiary to applicable provisions of the subcontract.

System Agency has the right but not the obligation to review or approve the terms and conditions of the subcontract by virtue of this Subcontractor Agreement Form.

Contractor and SUBContractor assure System Agency that any Breach or Event as defined by the DUA that SUBContractor Discovers will be reported to System Agency by Contractor in the time, manner and content required by the DUA.

If Contractor knows or should have known in the exercise of reasonable diligence of a pattern of activity or practice by SUBContractor that constitutes a material breach or violation of the DUA or the SUBContractor's obligations Contractor will:

1. Take reasonable steps to cure the violation or end the violation, as applicable;
2. If the steps are unsuccessful, terminate the contract or arrangement with SUBContractor, if feasible;
3. Notify System Agency immediately upon reasonably discovery of the pattern of activity or practice of SUBContractor that constitutes a material breach or violation of the DUA and keep System Agency reasonably and regularly informed about steps Contractor is taking to cure or end the violation or terminate SUBCONTACTOR's contract or arrangement.

This Subcontractor Agreement Form is executed by the parties in their capacities indicated below.

CONTRACTOR

SUBCONTRACTOR

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE _____, 201 .

DATE: _____



**HHS Enterprise Data Use Agreement - Attachment 2
SECURITY AND PRIVACY INITIAL INQUIRY (SPI)**

If you are a bidder for a new procurement/contract, in order to participate in the bidding process, you must have corrected any "No" responses in sections B and C prior to the contract award date. If you are an applicant for an open enrollment, you must have corrected any "No" answers in Sections B and C below prior to performing any work on behalf of any HHS agency. For existing contracts or renewals with "No" responses, there must be an action plan for remediation of Section B and C within 30 calendar days for HIPAA related contracts and 90 calendar days from the date the form is signed for all non-HIPAA contracts.

SECTION A: APPLICANT/BIDDER INFORMATION (To be completed by Applicant/Bidder)

<p>1. Does the applicant/bidder access, create, disclose, receive, transmit, maintain, or store HHS Confidential Information in electronic systems (e.g., laptop, personal use computer, mobile device, database, server, etc.)? IF NO, STOP. THE SPI FORM IS NOT REQUIRED.</p>	<p align="center"> <input type="radio"/> Yes <input type="radio"/> No </p>
<p>2. Entity or Applicant/Bidder Legal Name</p>	<p>Legal Name: Legal Entity Tax Identification Number (TIN) (Last Four Numbers Only): Procurement/Contract#: Address: City: State: ZIP: Telephone #: Email Address:</p>
<p>3. Number of Employees, at all locations, in Applicant Bidder's Workforce "Workforce" means all employees, volunteers, trainees, and other Persons whose conduct is under the direct control of Applicant/Bidder, whether or not they are paid by Applicant/Bidder. If Applicant/Bidder is a sole proprietor, the workforce may be only one employee.</p>	<p>Total Employees:</p>
<p>4. Number of Subcontractors (if Applicant/Bidder will not use subcontractors, enter "0")</p>	<p>Total Subcontractors:</p>
<p>5. Name of Information Technology Security Official and Name of Privacy Official for Applicant/Bidder (Privacy and Security Official may be the same person.)</p>	<p>A. Security Official: Legal Name: Address: City: State: ZIP: Telephone #: Email Address:</p> <p>B. Privacy Official: Legal Name: Address: City: State: ZIP: Telephone #: Email Address:</p>

6. Type(s) of HHS Confidential Information the Entity or Applicant/Bidder will create, receive, maintain, use, disclose or have access to: (Check all that apply) <ul style="list-style-type: none"> • Health Insurance Portability and Accountability Act (HIPAA) data • Criminal Justice Information Services (CJIS) data • Internal Revenue Service Federal Tax Information (IRS FTI) data • Centers for Medicare & Medicaid Services (CMS) • Social Security Administration (SSA) • Personally Identifiable Information (PII) 	HIPAA <input type="checkbox"/>	CJIS <input type="checkbox"/>	IRS FTI <input type="checkbox"/>	CMS <input type="checkbox"/>	SSA <input type="checkbox"/>	PII <input type="checkbox"/>
Other (Please List) 						
7. Number of Storage Devices for HHS Confidential Information (as defined in the HHS Data Use Agreement (DUA)) Cloud Services involve using a network of remote servers hosted on the Internet to store, manage, and process data, rather than a local server or a personal computer. A Data Center is a centralized repository, either physical or virtual, for the storage, management, and dissemination of data and information organized around a particular body of knowledge or pertaining to a particular business.						Total # (Sum a-d) 0
a. Devices. Number of personal user computers, devices or drives, including mobile devices and mobile drives.						
b. Servers. Number of Servers that are not in a data center or using Cloud Services.						
c. Cloud Services. Number of Cloud Services in use.						
d. Data Centers. Number of Data Centers in use.						
8. Number of unduplicated individuals for whom Applicant/Bidder reasonably expects to handle HHS Confidential Information during one year:						Select Option
a. 499 individuals or less b. 500 to 999 individuals c. 1,000 to 99,999 individuals d. 100,000 individuals or more						<input type="radio"/> a. <input type="radio"/> b. <input type="radio"/> c. <input type="radio"/> d.
9. HIPAA Business Associate Agreement						Yes or No
a. Will Applicant/Bidder use, disclose, create, receive, transmit or maintain protected health information on behalf of a HIPAA-covered HHS agency for a HIPAA-covered function?						<input type="radio"/> Yes <input type="radio"/> No
b. Does Applicant/Bidder have a Privacy Notice prominently displayed on a Webpage or a Public Office of Applicant/Bidder's business open to or that serves the public? (This is a HIPAA requirement. Answer "No" if not applicable, such as for agencies not covered by HIPAA.)						<input type="radio"/> Yes <input type="radio"/> No
10. Subcontractors. If the Applicant/Bidder responded "0" to Question 4 (indicating no subcontractors), check "No" for both 'a.' and 'b.' to indicate "N/A."						Yes or No
a. Does Applicant/Bidder require subcontractors to execute the DUA Attachment 1 Subcontractor Agreement Form?						<input type="radio"/> Yes <input type="radio"/> No
b. Will Applicant/Bidder obtain written approval from an HHS agency before entering into any agreements with subcontractors to handle HHS Confidential Information on behalf of Applicant/Bidder?						<input type="radio"/> Yes <input type="radio"/> No

<p>11. Does Applicant/Bidder have any Optional Insurance currently in place? Optional Insurance provides coverage for: (1) Network Security and Privacy; (2) Data Breach; (3) Cyber Liability (lost data, lost use or delay/suspension in business, denial of service with e-business, the Internet, networks and informational assets, such as privacy, intellectual property, virus transmission, extortion, sabotage or web activities); (4) Electronic Media Liability; (5) Crime/Theft; (6) Advertising Injury and Personal Injury Liability; and (7) Crisis Management and Notification Expense Coverage.</p>	<input type="radio"/> Yes <input type="radio"/> No
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Section B: PRIVACY RISK ANALYSIS AND ASSESSMENT (To be completed by Applicant/Bidder)

For any questions answered "No", an Action Plan for Compliance with a timeline must be documented in the designated area below the question. The timeline for compliance with HIPAA related items is 30 calendar days, PII related items is 90 calendar days.

1. Written Policies & Procedures. Does Applicant/Bidder have current written privacy and security policies and procedures that, at a minimum:	Yes or No
<p>a. Does Applicant/Bidder have current written privacy and security policies and procedures that identify Authorized Users and Authorized Purposes (as defined in the DUA) relating to creation, receipt, maintenance, use, disclosure, access or transmission of HHS Confidential Information?</p>	<input type="radio"/> Yes <input type="radio"/> No
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>b. Does Applicant/Bidder have current written privacy and security policies and procedures that require Applicant/Bidder and its Workforce to comply with the applicable provisions of HIPAA and other laws referenced in the DUA, relating to creation, receipt, maintenance, use, disclosure, access or transmission of HHS Confidential Information on behalf of an HHS agency?</p>	<input type="radio"/> Yes <input type="radio"/> No
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>c. Does Applicant/Bidder have current written privacy and security policies and procedures that limit use or disclosure of HHS Confidential Information to the minimum that is necessary to fulfill the Authorized Purposes?</p>	<input type="radio"/> Yes <input type="radio"/> No
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>d. Does Applicant/Bidder have current written privacy and security policies and procedures that respond to an actual or suspected breach of HHS Confidential Information, to include at a minimum (if any responses are "No" check "No" for all three):</p> <ul style="list-style-type: none"> i. Immediate breach notification to the HHS agency, regulatory authorities, and other required Individuals or Authorities, in accordance with Article 4 of the DUA; ii. Following a documented breach response plan, in accordance with the DUA and applicable law; & iii. Notifying Individuals and Reporting Authorities whose HHS Confidential Information has been breached, as directed by the HHS agency? 	<input type="radio"/> Yes <input type="radio"/> No

<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
e. Does Applicant/Bidder have current written privacy and security policies and procedures that conduct annual workforce training and monitoring for and correction of any training delinquencies?	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
f. Does Applicant/Bidder have current written privacy and security policies and procedures that permit or deny individual rights of access, and amendment or correction, when appropriate?	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
g. Does Applicant/Bidder have current written privacy and security policies and procedures that permit only Authorized Users with up-to-date privacy and security training, and with a reasonable and demonstrable need to use, disclose, create, receive, maintain, access or transmit the HHS Confidential Information, to carry out an obligation under the DUA for an Authorized Purpose, unless otherwise approved in writing by an HHS agency?	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
h. Does Applicant/Bidder have current written privacy and security policies and procedures that establish, implement and maintain proof of appropriate sanctions against any Workforce or Subcontractors who fail to comply with an Authorized Purpose or who is not an Authorized User, and used or disclosed HHS Confidential Information in violation of the DUA, the Base Contract or applicable law?	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
i. Does Applicant/Bidder have current written privacy and security policies and procedures that require updates to policies, procedures and plans following major changes with use or disclosure of HHS Confidential Information within 60 days of identification of a need for update?	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>

<p>j. Does Applicant/Bidder have current written privacy and security policies and procedures that restrict permissions or attempts to re-identify or further identify de-identified HHS Confidential Information, or attempt to contact any Individuals whose records are contained in the HHS Confidential Information, except for an Authorized Purpose, without express written authorization from an HHS agency or as expressly permitted by the Base Contract?</p>	<p><input type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>k. If Applicant/Bidder intends to use, disclose, create, maintain, store or transmit HHS Confidential Information outside of the United States of America, will Applicant/Bidder obtain the express prior written permission from the HHS agency and comply with the HHS agency conditions for safeguarding offshore HHS Confidential Information?</p>	<p><input type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>l. Does Applicant/Bidder have current written privacy and security policies and procedures that require cooperation with HHS agencies' or federal regulatory inspections, audits or investigations related to compliance with the DUA or applicable law?</p>	<p><input type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>m. Does Applicant/Bidder have current written privacy and security policies and procedures that require appropriate standards and methods to destroy or dispose of HHS Confidential Information?</p>	<p><input type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>n. Does Applicant/Bidder have current written privacy and security policies and procedures that prohibit disclosure of Applicant/Bidder's work product done on behalf of HHS pursuant to the DUA, or to publish HHS Confidential Information without express prior approval of the HHS agency?</p>	<p><input type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>2. Does Applicant/Bidder have a current Workforce training program? Training of Workforce must occur at least once every year, and within 30 days of date of hiring a new Workforce member who will handle HHS Confidential Information. Training must include: (1) privacy and security policies, procedures, plans and applicable requirements for handling HHS Confidential Information, (2) a requirement to complete training before access is given to HHS Confidential Information, and (3) written proof of training and a procedure for monitoring timely completion of training.</p>	<p><input type="radio"/> Yes <input type="radio"/> No</p>

<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
<p>3. Does Applicant/Bidder have Privacy Safeguards to protect HHS Confidential Information in oral, paper and/or electronic form?</p> <p>"Privacy Safeguards" means protection of HHS Confidential Information by establishing, implementing and maintaining required Administrative, Physical and Technical policies, procedures, processes and controls, required by the DUA, HIPAA (45 CFR 164.530), Social Security Administration, Medicaid and laws, rules or regulations, as applicable. Administrative safeguards include administrative protections, policies and procedures for matters such as training, provision of access, termination, and review of safeguards, incident management, disaster recovery plans, and contract provisions. Technical safeguards include technical protections, policies and procedures, such as passwords, logging, emergencies, how paper is faxed or mailed, and electronic protections such as encryption of data. Physical safeguards include physical protections, policies and procedures, such as locks, keys, physical access, physical storage and trash.</p>	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
<p>4. Does Applicant/Bidder and all subcontractors (if applicable) maintain a current list of Authorized Users who have access to HHS Confidential Information, whether oral, written or electronic?</p>	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
<p>5. Does Applicant/Bidder and all subcontractors (if applicable) monitor for and remove terminated employees or those no longer authorized to handle HHS Confidential Information from the list of Authorized Users?</p>	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>

Section C: SECURITY RISK ANALYSIS AND ASSESSMENT (to be completed by Applicant/Bidder)

This section is about your electronic system. If your business DOES NOT store, access, or transmit HHS Confidential Information in electronic systems (e.g., laptop, personal use computer, mobile device, database, server, etc.) select the box to the right, and "YES" will be entered for all questions in this section.

No Electronic Systems

For any questions answered "No", an Action Plan for Compliance with a timeline must be documented in the designated area below the question. The timeline for compliance with HIPAA related items is 30 calendar days, PII related items is 90 calendar days.

1. Does the Applicant/Bidder ensure that services which access, create, disclose, receive, transmit, maintain, or store HHS Confidential Information are maintained **IN** the United States (no offshoring) unless ALL of the following requirements are met?
- a. The data is encrypted with FIPS 140-2 compliant encryption
 - b. The offshore provider does not have access to the encryption keys
 - c. The Applicant/Bidder maintains the encryption key within the United States
 - d. The Application/Bidder has obtained the express prior written permission of the HHS agency

- Yes
 No

For more information regarding FIPS 140-2 encryption products, please refer to:
<http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/140val-all.htm>

Action Plan for Compliance with a Timeline:

Compliance Date:

2. Does Applicant/Bidder utilize an IT security-knowledgeable person or company to maintain or oversee the configurations of Applicant/Bidder's computing systems and devices?

- Yes
 No

Action Plan for Compliance with a Timeline:

Compliance Date:

3. Does Applicant/Bidder monitor and manage access to HHS Confidential Information (e.g., a formal process exists for granting access and validating the need for users to access HHS Confidential Information, and access is limited to Authorized Users)?

- Yes
 No

Action Plan for Compliance with a Timeline:

Compliance Date:

4. Does Applicant/Bidder a) have a system for changing default passwords, b) require user password changes at least every 90 calendar days, and c) prohibit the creation of weak passwords (e.g., require a minimum of 8 characters with a combination of uppercase, lowercase, special characters, and numerals, where possible) for all computer systems that access or store HHS Confidential Information.

- Yes
 No

If yes, upon request must provide evidence such as a screen shot or a system report.

Action Plan for Compliance with a Timeline:

Compliance Date:

<p>5. Does each member of Applicant/Bidder's Workforce who will use, disclose, create, receive, transmit or maintain HHS Confidential Information have a unique user name (account) and private password?</p>	<p><input type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>6. Does Applicant/Bidder lock the password after a certain number of failed attempts and after 15 minutes of user inactivity in all computing devices that access or store HHS Confidential Information?</p>	<p><input type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>7. Does Applicant/Bidder secure, manage and encrypt remote access (including wireless access) to computer systems containing HHS Confidential Information? (e.g., a formal process exists for granting access and validating the need for users to remotely access HHS Confidential Information, and remote access is limited to Authorized Users).</p> <p><i>Encryption is required for all HHS Confidential Information. Additionally, FIPS 140-2 compliant encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare & Medicaid Services (CMS) data.</i></p> <p><i>For more information regarding FIPS 140-2 encryption products, please refer to: http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/140val-all.htm</i></p>	<p><input type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>8. Does Applicant/Bidder implement computer security configurations or settings for all computers and systems that access or store HHS Confidential Information? (e.g., non-essential features or services have been removed or disabled to reduce the threat of breach and to limit exploitation opportunities for hackers or intruders, etc.)</p>	<p><input type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>9. Does Applicant/Bidder secure physical access to computer, paper, or other systems containing HHS Confidential Information from unauthorized personnel and theft (e.g., door locks, cable locks, laptops are stored in the trunk of the car instead of the passenger area, etc.)?</p>	<p><input type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>

<p>10. Does Applicant/Bidder use encryption products to protect HHS Confidential Information that is <u>transmitted</u> over a public network (e.g., the Internet, WiFi, etc.).</p> <p>If yes, upon request must provide evidence such as a screen shot or a system report. <i>Encryption is required for all HHS Confidential Information. Additionally, FIPS 140-2 compliant encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare & Medicaid Services (CMS) data.</i></p> <p><i>For more information regarding FIPS 140-2 encryption products, please refer to: http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/140val-all.htm</i></p>	<input type="radio"/> Yes <input type="radio"/> No
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>11. Does Applicant/Bidder use encryption products to protect HHS Confidential Information <u>stored</u> on end user devices (e.g., laptops, USBs, tablets, smartphones, external hard drives, desktops, etc.)?</p> <p>If yes, upon request must provide evidence such as a screen shot or a system report. <i>Encryption is required for all HHS Confidential Information. Additionally, FIPS 140-2 compliant encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare & Medicaid Services (CMS) data.</i></p> <p><i>For more information regarding FIPS 140-2 encryption products, please refer to: http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/140val-all.htm</i></p>	<input type="radio"/> Yes <input type="radio"/> No
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>12. Does Applicant/Bidder require Workforce members to formally acknowledge rules outlining their responsibilities for protecting HHS Confidential Information and associated systems containing HHS Confidential Information before their access is provided?</p>	<input type="radio"/> Yes <input type="radio"/> No
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>13. Is Applicant/Bidder willing to perform or submit to a criminal background check on Authorized Users?</p>	<input type="radio"/> Yes <input type="radio"/> No
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>14. Does Applicant/Bidder prohibit the access, creation, disclosure, reception, transmission, maintenance, and storage of HHS Confidential Information with a subcontractor (e.g. cloud services, social media, etc.) unless HHS has approved the subcontractor agreement which must include compliance and liability clauses with the same requirements as the Applicant/Bidder?</p>	<input type="radio"/> Yes <input type="radio"/> No
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>

15. Does Applicant/Bidder keep current on security updates/patches (including firmware, software and applications) for computing systems that use, disclose, access, create, transmit, maintain or store HHS Confidential Information?	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
16. Do Applicant/Bidder's computing systems that use, disclose, access, create, transmit, maintain or store HHS Confidential Information contain up-to-date anti-malware and antivirus protection?	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
17. Does the Applicant/Bidder review system security logs on computing systems that access or store HHS Confidential Information for abnormal activity or security concerns on a regular basis?	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
18. Notwithstanding records retention requirements, does Applicant/Bidder's disposal processes for HHS Confidential Information ensure that HHS Confidential Information is destroyed so that it is unreadable or undecipherable?	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>

Section D: Signature and Submission

Please sign the form digitally, if possible. If you can't, provide a handwritten signature.

1. I certify that all of the information provided in this form is truthful and correct to the best of my knowledge. If I learn that any such information was not correct, I agree to notify HHS of this immediately.

2. Signature	3. Title	4. Date:
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To submit the completed, signed form:

- Email the form as an attachment to the appropriate HHS Contract Manager.

Section E: To Be Completed by HHS Agency Staff:

Agency(s): HHSC: <input type="checkbox"/> DADS: <input type="checkbox"/> DFPS: <input type="checkbox"/> DSHS: <input type="checkbox"/>				Requesting Department(s):													
Legal Entity Tax Identification Number (TIN) (Last four Only): <table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>														PO/Contract(s) #:			
Contract Manager:			Contract Manager Email Address:			Contract Manager Telephone #:											

INSTRUCTIONS FOR COMPLETING THE SECURITY AND PRIVACY INITIAL INQUIRY (SPI) Attachment 2 to the HHS Enterprise Data Use Agreement

Below are instructions for Applicants, Bidders and Contractors for Health and Human Services requiring the Attachment 2, Security and Privacy Inquiry (SPI) to the Data Use Agreement (DUA). Instruction item numbers below correspond to sections on the SPI form.

If you are a bidder for a new procurement/contract, in order to participate in the bidding process, you must have corrected any "No" responses in sections B and C prior to the contract award date. If you are an applicant for an open enrollment, you must have corrected any "No" answers in Sections B and C below prior to performing any work on behalf of any HHS agency. For existing contracts or renewals with "No" responses, there must be an action plan for remediation of Section B and C within 30 calendar days for HIPAA related contracts and 90 days for others from the date the form is signed

SECTION A. APPLICANT /BIDDER INFORMATION

Item #1. *Only contractors that access, transmit, store, and/or maintain Confidential Information will complete and email this form as an attachment to the appropriate HHS Contract Manager.*

Item #2. Entity or Applicant/Bidder Legal Name. *Provide the legal name of the business (the name used for legal purposes, like filing a federal or state tax form on behalf of the business, and is not a trade or assumed named "dba"), the legal tax identification number (last four numbers only) of the entity or applicant/bidder, the address of the corporate or main branch of the business, the telephone number where the business can be contacted regarding questions related to the information on this form and the website of the business, if a website exists.*

Item #3. Number of Employees, at all locations, in Applicant/Bidder's workforce. *Provide the total number of individuals, including volunteers, subcontractors, trainees, and other persons who work for the business. If you are the only employee, please answer "1."*

Item #4. Number of Subcontractors. *Provide the total number of subcontractors working for the business. If you have none, please answer "0" zero.*

Item #5. Number of unduplicated individuals for whom Applicant/Bidder reasonably expects to handle HHS Confidential Information during one year. *Select the radio button that corresponds with the number of clients/consumers for whom you expect to handle HHS Confidential Information during a year. Only count clients/consumers once, no matter how many direct services the client receives during a year.*

Item #5. Name of Information Technology Security Official and Name of Privacy Official for Applicant/Bidder. *As with all other fields on the SPI, this is a required field. This may be the same person and the owner of the business if such person has the security and privacy knowledge that is required to implement the requirements of the DUA and respond to questions related to the SPI. In 4.A. provide the name, address, telephone number, and email address of the person whom you have designated to answer any security questions found in Section C and in 4.B. provide this information for the person whom you have designated as the person to answer any privacy questions found in Section B. The business may contract out for this expertise; however, designated individual(s) must have knowledge of the business's devices, systems and methods for use, disclosure, creation, receipt, transmission and maintenance of HHS Confidential Information and be willing to be the point of contact for privacy and security questions.*

Item #6. Type(s) of HHS Confidential Information the Entity or Applicant/Bidder Will Create, Receive, Maintain, Use, Disclose or Have Access to: *Provide a complete listing of all HHS Confidential Information that the Contractor will create, receive, maintain, use, disclose or have access to. The DUA section Article 2, Definitions, defines HHS Confidential Information as:*

"Confidential Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to CONTRACTOR or that CONTRACTOR may create, receive, maintain, use, disclose or have access to on behalf of HHS that consists of or includes any or all of the following:

- (1) Client Information;*
- (2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information;*
- (3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;*

- (4) Federal Tax Information;
- (5) Personally Identifiable Information;
- (6) Social Security Administration Data, including, without limitation, Medicaid information;
- (7) All privileged work product;
- (8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

Definitions for the following types of confidential information can be found the following sites:

- Health Insurance Portability and Accountability Act (HIPAA) - <http://www.hhs.gov/hipaa/index.html>
- Criminal Justice Information Services (CJIS) - <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>
- Internal Revenue Service Federal Tax Information (IRS FTI) - <https://www.irs.gov/pub/irs-pdf/p1075.pdf>
- Centers for Medicare & Medicaid Services (CMS) - <https://www.cms.gov/Regulations-and-Guidance/Regulations-and-Guidance.html>
- Social Security Administration (SSA) - <https://www.ssa.gov/regulations/>
- Personally Identifiable Information (PII) - <http://csrc.nist.gov/publications/nistpubs/800-122/sp800-122.pdf>

Item #7. Number of Storage devices for HHS Confidential Information. The total number of devices is automatically calculated by exiting the fields in lines a - d. Use the <Tab> key when exiting the field to prompt calculation, if it doesn't otherwise sum correctly.

- **Item 7a. Devices.** Provide the number of personal user computers, devices, and drives (including mobile devices, laptops, USB drives, and external drives) on which your business stores or will store HHS Confidential Information.
- **Item 7b. Servers.** Provide the number of servers not housed in a data center or "in the cloud," on which HHS Confidential Information is stored or will be stored. A server is a dedicated computer that provides data or services to other computers. It may provide services or data to systems on a local area network (LAN) or a wide area network (WAN) over the Internet. If none, answer "0" (zero).
- **Item 7c. Cloud Services.** Provide the number of cloud services to which HHS Confidential Information is stored. Cloud Services involve using a network of remote servers hosted on the Internet to store, manage, and process data, rather than on a local server or a personal computer. If none, answer "0" (zero).
- **Item 7d. Data Centers.** Provide the number of data centers in which you store HHS Confidential Information. A Data Center is a centralized repository, either physical or virtual, for the storage, management, and dissemination of data and information organized around a particular body of knowledge or pertaining to a particular business. If none, answer "0" (zero).

Item #8. Number of unduplicated individuals for whom Applicant/Bidder reasonably expects to handle Confidential Information during one year. Select the radio button that corresponds with the number of clients/consumers for whom you expect to handle Confidential Information during a year. Only count clients/consumers once, no matter how many direct services the client receives during a year.

Item #9. HIPAA Business Associate Agreement.

- **Item #9a.** Answer "yes" if your business will use, disclose, create, receive, transmit, or store information relating to a client/consumer's healthcare on behalf of the Department of State Health Service, the Department of Disability and Aging Services, or the Health and Human Services commission for treatment, payment, or operation of Medicaid or Medicaid clients. If your contract does not include HIPAA covered information, respond "no."
- **Item #9b.** Answer "yes" if your business has a notice of privacy practices (a document that explains how you protect and use a client/consumer's healthcare information) displayed either on a website (if one exists for your business) or in your place of business (if that location is open to clients/consumers or the public). If your contract does not include HIPAA covered information, respond "no."

Item #10. Subcontractors. If your business responded "0" to question 3 (number of subcontractors), Answer "no" to Items 9a and 9b to indicate not applicable.

- **Item #10a.** Answer "yes" if your business requires that all subcontractors sign Attachment 1 of the DUA.
- **Item #10b.** Answer "yes" if your business obtains HHS approval before permitting subcontractors to handle HHS Confidential Information on your business's behalf.

Item #11. Optional Insurance. Answer "yes" if applicant has optional insurance in place to provide coverage for a Breach or any

other situations listed in this question. If you do not have this optional coverage, answer "no."

SECTION B. PRIVACY RISK ANALYSIS AND ASSESSMENT

Reasonable and appropriate written Privacy and Security policies and procedures are required, even for sole proprietors who are the only employee, to demonstrate how your business will safeguard HHS Confidential Information and respond in the event of a Breach of HHS Confidential Information. To ensure that your business is prepared, all of the items below must be addressed in your written Privacy and Security policies and procedures.

For any question Section B or Section C question that is answered "no", an explanation of how compliance will be corrected and a date when compliance will be complete in the designated areas below the question.

Item #1. Answer "yes" if you have written policies in place for each of the areas (a-o).

- **Item #1a.** Answer "yes" if your business has written policies and procedures that identify everyone, including subcontractors, who are authorized to use HHS Confidential Information. The policies and procedures should also identify the reason why these Authorized Users need to access the HHS Confidential Information and this reason must align with the Authorized Purpose described in the Scope of Work or description of services in the Base Contract with the HHS agency.
- **Item #1b.** Answer "yes" if your business has written policies and procedures that require your employees (including yourself), your volunteers, your trainees, and any other persons whose work you direct, to comply with the requirements of HIPAA, if applicable, and other confidentiality laws as they relate to your handling of HHS Confidential Information. Refer to the laws and rules that apply, including those referenced in the DUA and Scope of Work or description of services in the Base Contract.
- **Item #1c.** Answer "yes" if your business has written policies and procedures that limit the HHS Confidential Information you disclose to the minimum necessary for your workforce and subcontractors (if applicable) to perform the obligations described in the Scope of Work or service description in the Base Contract. (e.g., if a client/consumer's Social Security Number is not required for a workforce member to perform the obligations described in the Scope of Work or service description in the Base Contract, then the Social Security Number will not be given to them.) If you are the only employee for your business, policies and procedures must not include a request for, or use of, HHS Confidential Information that is not required for performance of the services.
- **Item #1d.** Answer "yes" if your business has written policies and procedures that explain how your business would respond to an actual or a suspected breach of HHS Confidential Information. The written policies and procedures, at a minimum, must include the three items below. If any response to the three items below are no, answer "no."
 - **Item #1di.** Answer "yes" if your business has written policies and procedures that require your business to immediately notify HHS, the HHS Agency, regulatory authorities, or other required Individuals or Authorities of a Breach as described in Article 4, Section 4 of the DUA.
Refer to Article 4, Section 4.01:
Initial Notice of Breach must be provided in accordance with HHS and DUA requirements with as much information as possible about the Event/Breach and a name and contact who will serve as the single point of contact with HHS both on and off business hours. Time frames related to Initial Notice include:
 - *within one hour of Discovery of an Event or Breach of Federal Tax Information, Social Security Administration Data, or Medicaid Client Information*
 - *within 24 hours of all other types of HHS Confidential Information 48-hour Formal Notice must be provided no later than 48 hours after Discovery for protected health information, sensitive personal information or other non-public information and must include applicable information as referenced in Section 4.01 (C) 2. of the DUA.*
 - **Item #1dii.** Answer yes, if your business has written policies and procedures require you to have and follow a written breach response plan as described in Article 4 Section 4.02 of the DUA.
 - **Item #1diii.** Answer "yes", if your business has written policies and procedures require you to notify Reporting Authorities and Individuals whose HHS Confidential Information has been breached as described in Article 4 Section 4.03 of the DUA.
- **Item #1e.** Answer "yes", if your business has written policies and procedures requiring annual training of your entire workforce on matters related to confidentiality, privacy, and security, stressing the importance of promptly reporting any

Event or Breach, outlines the process that you will use to require attendance and track completion for employees who failed to complete annual training.

- **Item #1f.** Answer "yes", if your business has written policies and procedures requiring you to allow individuals (clients/consumers) to access their individual record of HHS Confidential Information, and allow them to amend or correct that information, if applicable.
- **Item #1g.** Answer "yes", if your business has written policies and procedures restricting access to HHS Confidential Information to only persons who have been authorized and trained on how to handle HHS Confidential Information
- **Item #1h.** Answer "yes", if your business has written policies and procedures requiring sanctioning of any subcontractor, employee, trainee, volunteer, or anyone whose work you direct when they have accessed HHS Confidential Information but are not authorized to do so, and that you have a method of proving that you have sanctioned such an individuals. If you are the only employee, you must demonstrate how you will document the noncompliance, update policies and procedures if needed, and seek additional training or education to prevent future occurrences.
- **Item #1i.** Answer "yes", if your business has written policies and procedures requiring you to update your policies within 60 days after you have made changes to how you use or disclose HHS Confidential Information.
- **Item #1j.** Answer "yes" if your business has written policies and procedures requiring you to restrict attempts to take de-identified data and re-identify it or restrict any subcontractor, employee, trainee, volunteer, or anyone whose work you direct, from contacting any individuals for whom you have HHS Confidential Information except to perform obligations under the contract, or with written permission from HHS.
- **Item #1k.** Answer "yes" if your business has written policies and procedures prohibiting you from using, disclosing, creating, maintaining, storing or transmitting HHS Confidential Information outside of the United States.
- **Item #1l.** Answer "yes", if your business has written policies and procedures requiring your business to cooperate with HHS agencies or federal regulatory entities for inspections, audits, or investigations related to compliance with the DUA or applicable law.
- **Item #1m.** Answer "yes" if your business has written policies and procedures requiring your business to use appropriate standards and methods to destroy or dispose of HHS Confidential Information. Policies and procedures should comply with HHS requirements for retention of records and methods of disposal.
- **Item #1n.** Answer "yes" if your business has written policies and procedures prohibiting the publication of the work you created or performed on behalf of HHS pursuant to the DUA, or other HHS Confidential Information, without express prior written approval of the HHS agency.

Item #2. Answer "yes" if your business has a current training program that meets the requirements specified in the SPI for you, your employees, your subcontractors, your volunteers, your trainees, and any other persons under your direct supervision.

Item #3. Answer "yes" if your business has privacy safeguards to protect HHS Confidential Information as described in the SPI.

Item #4. Answer "yes" if your business maintains current lists of persons in your workforce, including subcontractors (if applicable), who are authorized to access HHS Confidential Information. If you are the only person with access to HHS Confidential Information, please answer "yes."

Item #5. Answer "yes", if your business and subcontractors (if applicable) monitor for and remove from the list of Authorized Users, members of the workforce who are terminated or are no longer authorized to handle HHS Confidential Information. If you are the only one with access to HHS Confidential Information, please answer "yes".

SECTION C. SECURITY RISK ANALYSIS AND ASSESSMENT

This section is about your electronic systems. If you DO NOT store HHS Confidential Information in electronic systems (e.g., laptop, personal computer, mobile device, database, server, etc.), select the "No Electronic Systems" box and respond "yes" for all questions in this section.

Item #1. Answer "yes" if your business does not "offshore" or use, disclose, create, receive, transmit or maintain HHS Confidential Information outside of the United States. If you are not certain, contact your provider of technology services (application, cloud, data center, network, etc.) and request confirmation that they do not off-shore their data.

Item #2. Answer "yes" if your business uses a person or company who is knowledgeable in IT security to maintain or oversee the configurations of your business's computing systems and devices. You may be that person, or you may hire someone who can provide that service for you.

Item #3. Answer "yes" if your business monitors and manages access to HHS Confidential Information (i.e., reviews systems to ensure that access is limited to Authorized Users; has formal processes for granting, validating, and reviews the need for remote access to Authorized Users to HHS Confidential Information, etc.). If you are the only employee, answer "yes" if you have implemented a process to periodically evaluate the need for accessing HHS Confidential Information to fulfill your Authorized Purposes.

Item #4. Answer "yes" if your business has implemented a system for changing the password a system initially assigns to the user (also known as the default password), and requires users to change their passwords at least every 90 days, and prohibits the creation of weak passwords for all computer systems that access or store HHS Confidential Information (e.g., a strong password has a minimum of 8 characters with a combination of uppercase, lowercase, special characters, and numbers, where possible). If your business uses a Microsoft Windows system, refer to the Microsoft website on how to do this, see example: <http://windows.microsoft.com/en-us/windows/change-password-policy-settings#1TC=windows-7>

Item #5. Answer "yes" if your business assigns a unique user name and private password to each of your employees, your subcontractors, your volunteers, your trainees and any other persons under your direct control who will use, disclose, create, receive, transmit or maintain HHS Confidential Information.

Item #6. Answer "yes" if your business locks the access after a certain number of failed attempts to login and after 15 minutes of user inactivity on all computing devices that access or store HHS Confidential Information. If your business uses a Microsoft Windows system, refer to the Microsoft website on how to do this, see example: <http://windows.microsoft.com/en-us/windows/change-password-policy-settings#1TC=windows-7>

Item #7. Answer "yes", if your business secures, manages, and encrypts remote access, such as: using Virtual Private Network (VPN) software on your home computer to access HHS Confidential Information that resides on a computer system at a business location or, if you use wireless, ensuring that the wireless is secured using a password code. If you do not access systems remotely or over wireless, answer "yes."

Item #8. Answer "yes" if your business updates the computer security settings for all your computers and electronic systems that access or store HHS Confidential Information to prevent hacking or breaches (e.g., non-essential features or services have been removed or disabled to reduce the threat of breach and to limit opportunities for hackers or intruders to access your system). For example, Microsoft's Windows security checklist: <http://windows.microsoft.com/en-us/windows7/Security-checklist-for-Windows-7>

Item #9. Answer "yes" if your business secures physical access to computer, paper, or other systems containing HHS Confidential Information from unauthorized personnel and theft (e.g., door locks, cable locks, laptops are stored in the trunk of the car instead of the passenger area, etc.). If you are the only employee and use these practices for your business, answer "yes."

Item #10. Answer "yes" if your business uses encryption products to protect HHS Confidential Information that is transmitted over a public network (e.g., the Internet, WIFI, etc.) or that is stored on a computer system that is physically or electronically accessible to the public (FIPS 140-2 compliant encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare & Medicaid Services (CMS) data.) For more information regarding FIPS 140-2 encryption products, please refer to: <http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/140val-all.htm>).

Item #11. Answer "yes" if your business stores HHS Confidential Information on encrypted end-user electronic devices (e.g., laptops, USBs, tablets, smartphones, external hard drives, desktops, etc.) and can produce evidence of the encryption, such as, a screen shot or a system report (FIPS 140-2 encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare & Medicaid Services (CMS) data.) . For more information regarding FIPS 140-2 compliant encryption products, please refer to: <http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/140val-all.htm>). If you do not utilize end-

user electronic devices for storing HHS Confidential Information, answer "yes."

Item #12. Answer "yes" if your business requires employees, volunteers, trainees and other workforce members to sign a document that clearly outlines their responsibilities for protecting HHS Confidential Information and associated systems containing HHS Confidential Information before they can obtain access. If you are the only employee answer "yes" if you have signed or are willing to sign the DUA, acknowledging your adherence to requirements and responsibilities.

Item #13. Answer "yes" if your business is willing to perform a criminal background check on employees, subcontractors, volunteers, or trainees who access HHS Confidential Information. If you are the only employee, answer "yes" if you are willing to submit to a background check.

Item #14. Answer "yes" if your business prohibits the access, creation, disclosure, reception, transmission, maintenance, and storage of HHS Confidential Information on Cloud Services or social media sites if you use such services or sites, and there is an HHS approved subcontractor agreement that includes compliance and liability clauses with the same requirements as the Applicant/Bidder. If you do not utilize Cloud Services or media sites for storing HHS Confidential Information, answer "yes."

Item #15. Answer "yes" if your business keeps current on security updates/patches (including firmware, software and applications) for computing systems that use, disclose, access, create, transmit, maintain or store HHS Confidential Information. If you use a Microsoft Windows system, refer to the Microsoft website on how to ensure your system is automatically updating, see example:

<http://windows.microsoft.com/en-US/windows7/products/features/windows-update>

Item #16. Answer "yes" if your business's computing systems that use, disclose, access, create, transmit, maintain or store HHS Confidential Information contain up-to-date anti-malware and antivirus protection. If you use a Microsoft Windows system, refer to the Microsoft website on how to ensure your system is automatically updating, see example:

<http://windows.microsoft.com/en-US/windows7/products/features/windows-update>

Item #17. Answer "yes" if your business reviews system security logs on computing systems that access or store HHS Confidential Information for abnormal activity or security concerns on a regular basis. If you use a Microsoft Windows system, refer to the Microsoft website for ensuring your system is logging security events, see example:

<http://windows.microsoft.com/en-us/windows/what-information-event-logs-event-viewer#1TC=windows-7>

Item #18. Answer "yes" if your business disposal processes for HHS Confidential Information ensures that HHS Confidential Information is destroyed so that it is unreadable or undecipherable. Simply deleting data or formatting the hard drive is not enough; ensure you use products that perform a secure disk wipe. Please see NIST SP 800-88 R1, *Guidelines for Media Sanitization* and the applicable laws and regulations for the information type for further guidance.

SECTION D. SIGNATURE AND SUBMISSION

Click on the signature area to digitally sign the document. Email the form as an attachment to the appropriate HHS Contract Manager.

17. Discussion/Action regarding the Caldwell County Texas Capital Funds Committee's selection of a Grant Administrator for the Texas Capital Fund (TCF) grant program. **Cost: TBD; Speaker: Commissioner Theriot/Jacque Thomas; Backup: 1.**

Caldwell County Texas Capital Funds Consultant Selection Committee



June 7, 2018

Dear Mr. Hartzell,

Thank you for submitting in response to the Caldwell County Texas Capital Funds Consultant Selection Committee solicitation. The Committee has reviewed and ranked all submittals and is pleased to inform you that Grant Works has been selected.

We looked forward to working with you on our TCF project and appreciate the expertise you bring to help us navigate this process. Our next steps include informing the Caldwell County Commissioners Court of the Committee's selection which will occur on June 11th at 9am. We will then contact you to schedule initial meeting to kick off the project. In the meantime, should you have any questions, please feel free to contact me.

Regards,

A handwritten signature in blue ink that reads "Jacquelyn M. Thomas".

Jacquelyn Thomas, P.E.
County Engineer

18. Discussion/Action regarding process for County acceptance of ownership and maintenance on Greenhouse (private) Road. **Cost: TBD; Speaker: Commissioner Theriot; Backup: None.**

19. **EXECUTIVE SESSION** pursuant to Sections 551.071 and 551.087 of the Texas Government Code: consultation with counsel and deliberation regarding economic development negotiations associated with Economic Development Administration (EDA) Grant Projects. Possible action may follow in open court. **Cost: TBD; Speaker: Commissioner Theriot/Mike Kamerlander; Backup: None.**

20. Discussion/Action to authorize the County Judge to submit Economic Development Administration (EDA) Grants related to economic development. **Cost: TBD; Speaker: Commissioner Theriot; Backup: None.**

21. 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