

FILED this 22nd day of Oct 20 15
1:55 P.M.
CAROL HOLCOMB
COUNTY CLERK, CALDWELL COUNTY, TEXAS
By Mariliza Sebestyen Deputy

Notice of Meeting

Commissioners Court of Caldwell County, Texas

Notice is hereby given that an open meeting of the Caldwell County Commissioners Court will be held on the 26th day of October, 2015 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:

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

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

Agenda

Call Meeting to Order.

- 2015.10.26.01** **Invocation.** Lockhart Ministerial Alliance.
- 2015.10.26.02** **Pledge of Allegiance to the Flags.** (Texas Pledge: Honor the Texas Flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible).
- 2015.10.26.03** **Announcements.** Items or comments from Court Members or Staff.
- 2015.10.26.04** **Citizens' Comments.** At this time any person may speak to Commissioners Court if they have filled out a Caldwell County Commissioners Court Participation Form. Comments will be limited to four (4) minutes per person. No action will be taken on these items and no discussion will be had between the speaker(s) and members of the Court. The Court does retain the right to correct factual inaccuracies made by the speakers. (If longer than 30 minutes, then the balance of comments will continue as the last agenda item of the day).
- 2015.10.26.05** **Consent Agenda.** (The following consent items may be acted upon in one motion. Any member of the Court may request that an item within the Consent Agenda be pulled for separate discussion and/or action).
- A.** To pay Carl R. Ohlendorf Insurance in the amount of **\$ 225.00** for Caldwell County Tax Assessor's/Deputies Bond and the amount of **\$50.00** for Caldwell County Court Clerk.

B. To pay county invoices in the amount of \$183,384.21

(ALL OTHER AGENDA ITEMS)

- 2015.10.26.06** **Discussion/Action** to continue the burn ban for Caldwell County. **Cost: None. Speakers: Judge Schawe/Martin Ritchey. Backup: None.**
- 2015.10.26.07** **Discussion/Action** to approve Resolution **No. 14-2015** resolving to approve the 2015 Farm to Market Appraisal Roll with amounts due totaling **\$1,868.71** therefore creating the Farm to Market Tax Roll for 2015. **Cost: TBD. Speakers: Judge Schawe/Mary LaPoint. Backup: 1.**
- 2015.10.26.08** **Discussion/Action** to approve Resolution **No. 15-2015** resolving to approve the appraisal roll with amounts due totaling **\$13,351,175.10** therefore creating the 2015 Tax Roll for Caldwell County. **Cost: TBD. Speakers: Judge Schawe/Mary LaPoint. Backup: 1**
- 2015.10.26.09** **Discussion/Action** to consider creating a permanent, paid part-time warrant deputy position for Constable, Precinct 1. **Cost: \$ 19.00 hour. Speaker: Commissioner Munoz. Backup: 1**
- 2015.10.26.10** **Discussion/Action** to award a contract for construction of the following three county roads: Old Fentress Road (CR217), Westwood Road (CR 215), and Cherryville Parkway (CR110) per the Invitation to Bid authorized by the Court on August 28, 2015, and the bids received by September 28, 2015. **Cost: TBD. Speakers: Judge Schawe/Michael Aulick. Backup: 1**
- 2015.10.26.11** **Discussion/Action** to authorize the County Judge to solicit bids for the construction of Schuelke Road (CR 222) upon receipt of TxDOT authorization, to be funded by SH 130 Concession Funds. **Cost: TBD. Speakers: Commissioner Madrigal/Michael Aulick. Backup: 1**
- 2015.10.26.12** **Discussion/Action** to identify potential projects in Caldwell County for STP MM funding for CAMPO Board Approval. **Cost: TBD. Speakers: Commissioner Munoz/Michael Aulick. Backup: 1**
- 2015.10.26.13** **Discussion/Action** authorizing the County Judge to execute a Development/Subdivision Agreement Providing for Regulation of Subdivision and Approval for Caldwell Valley, and execute a Memorandum of Understanding with Walton Texas, LP on behalf of all individual owners. **Cost: TBD. Speakers: Judge Schawe/Jordan Powell. Backup: 1**
- 2015.10.26.14** **Discussion/Action** to authorize a monthly stipend in the amount of \$500, for the 2015-2016 fiscal year beginning on October 1, 2015, payable to Nick Dornak, to serve as Environmental Programs Administrator for the Caldwell County Feral Hog Task Force and the TCEQ Grant for Implementation of Low Impact Development for the Caldwell County Justice Center. Grants or donations awarded to or solicited by Mr. Dornak on behalf of these two

programs will be issued to Caldwell County and utilized by the County to (1) offset the cost of the stipend, and (2) support continued implementation of the two programs. **Cost: TBD. Speakers: Judge Schawe. Backup: None**

2015.10.26.15 **Discussion/Action** authorizing the County Judge to transfer funds from one budget line item to another if funds are available for transfer, without first having to seek Commissioners Court approval. **Cost: None. Speakers: Judge Schawe. Backup: None**

2015.10.26.16 **Discussion/Action** authorizing the County Judge to sell or dispose of County surplus property or salvage from County offices located at 201 E. San Antonio St. and at 110 E. Market St., Lockhart, TX either by (1) public auction; (2) competitive bid; (3) donating to a civic or charitable organization; or (4) selling or offering the property as a trade-in on new property of the same general type. **Cost: TBD. Speakers: Judge Schawe. Backup: None**

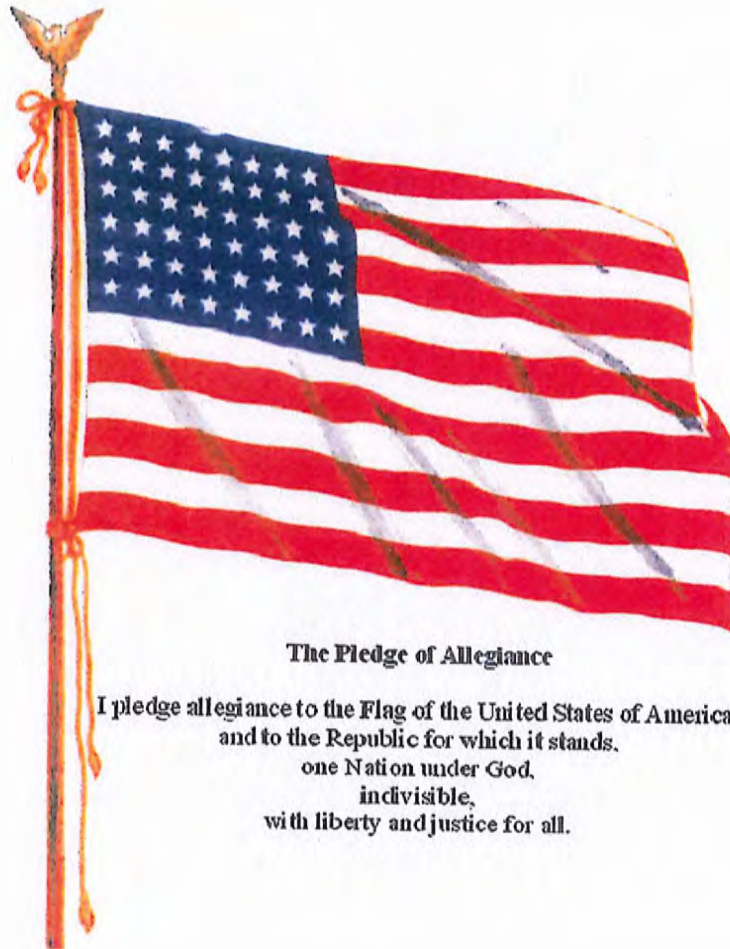
2015.10.26.17 **Adjournment.**

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

Invocation – Lockhart Ministry Alliance

Pledge of Allegiance to the Flag.



The Pledge of Allegiance

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

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

Pledge to the Texas Flag



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

Announcements:

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

Citizens' Comments:

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

2015.10.26.05 Consent Agenda.

(The following consent items may be acted upon in one motion. Any member of the Court may request that an item within the Consent Agenda be pulled for separate discussion and/or action).

A. To pay Carl R. Ohlendorf Insurance in the amount of \$225.00 for Caldwell County Tax Assessor's/Deputies Bond and the amount of \$50.00 for Caldwell County Clerk.

B. To pay county invoices in the amount of \$183,384.21

CARL R. OHLENDORF INSURANCE

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

Caldwell County
C/O Auditor
P. O.Box 98
Lockhart, TX 78644

INVOICE NO. 14798		Page 1
ACCOUNT NO.	OP	DATE
CALDC-3	LS	10/08/2015
BOND Dec Page		
POLICY #		
CBB2116051		
COMPANY		
Old Republic Surety Co.		
PRODUCER		
Carl R. Ohendorf		
EFFECTIVE	EXPIRATION	BALANCE DUE ON
11/02/2014	11/02/2015	

Itm #	Eff Date	Trn	Description	Amount
130935	11/02/14	REN	Tax Assessor's/Deputies Bond	\$225.00
Invoice Balance:				\$225.00

OCT 12 2015
COUNTY AUDITOR

RUCKER-O

115 S. MAIN ST.
LOCKHART, TX. 78644
512-398-2318 FAX 512-398-2319

October 7, 2015

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

RE: Bond No. CBB2116051
Expiring: 11/02/15

The above referenced bond will soon be expiring. Our
the renewal premium is enclosed.

If you would like to continue this bond for another term
needs to reach our office 15 days prior to the expiration
received, the renewal certificate will be sent to you.

If this bond is no longer needed, please let us know prior

We look forward to hearing from you. If you should have
concerns on this or other insurance needs, we will be glad



Elizabeth Silva
Customer Service Representative

bond.doc

CARL R. OHLENDORF INSURANCE

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

Caldwell County

P. O. Box 98
Lockhart, TX 78644

INVOICE NO. 14795		Page 1
ACCOUNT NO.	OP	DATE
CALDW01	KH	10/07/2015
BOND Dec Page		
POLICY #		
14771315		
COMPANY		
Western Surety		
PRODUCER		
Adair H. Rucker		
EFFECTIVE	EXPIRATION	BALANCE DUE ON
11/21/2015	11/21/2016	

Itn #	Eff Date	Trn	Description	Amount
130932	11/21/15	REN	Melanie Bowden - Court Clerk	\$50.00
Invoice Balance:				\$50.00

OCT 12 2015
COUNTY AUDITOR

Please include policy/bond number when making payment



Western Surety Company

CONTINUATION CERTIFICATE

Western Surety Company hereby continues in force Bond No. 14771315 briefly described as COURT CLERK COUNTY OF CALDWELL,
 _____,
 for MELANIE N. BOWDEN
 _____, as Principal,
 in the sum of \$ ONE THOUSAND AND NO/100 Dollars, for the term beginning November 21, 2015, and ending November 21, 2016, subject to all the covenants and conditions of the original bond referred to above.

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

Dated this 21 day of July, 2015.

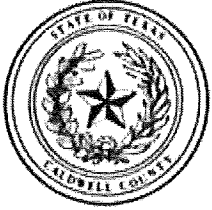
WESTERN SURETY COMPANY

By Paul T. Bruffat
 Paul T. Bruffat, Vice President



OCT 12 2015
 COUNTY AUDITOR

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



Caldwell County, TX

Expense Approval Register

Packet: APPKT00949 - 10/26/15 A/P check run

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND					
OMNIBASE SERVICES OF TEX	3RD QTR	09/30/2015	3RD QTR., JULY, AUGUST & S	001-2730	186.00
OMNIBASE SERVICES OF TEX	3RD QTR	09/30/2015	3RD QTR., JULY, AUGUST & S	001-2730	438.00
OMNIBASE SERVICES OF TEX	3RD QTR	09/30/2015	3RD QTR., JULY, AUGUST & S	001-2730	864.00
OMNIBASE SERVICES OF TEX	3RD QTR	09/30/2015	3RD QTR., JULY, AUGUST & S	001-2730	126.00
					1,614.00
Department : 2120 - COUNTY TREASURER					
PRINTING SOLUTIONS	18004	10/12/2015	BUSINESS CARDS - LORI RAN	001-2120-3110	120.00
PRINTING SOLUTIONS	17983	10/05/2015	STATIONARY ENVELOPES # 1	001-2120-3110	207.45
CAPITOL RUBBER STAMP	68133	10/06/2015	SI-843, DEPOSIT STAMP, BLA	001-2120-3110	24.00
CARL R. OHLENDORF INSURA	14798	10/08/2015	POLICY # CBB2116051 ACCT	001-2120-2070	225.00
					Department 2120 - COUNTY TREASURER Total: 576.45
Department : 2150 - COUNTY CLERK					
TEXAS DEPT.OF STATE HEALT	31644	09/30/2015	ACCT # 17460016318 007	001-2150-3145	34.77
DEWITT POTH & SON	453403-0	10/08/2015	CUST # 12430 PAD, STAMP,	001-2150-3110	189.70
					Department 2150 - COUNTY CLERK Total: 224.47
Department : 3200 - DISTRICT ATTORNEY					
WEST GROUP PAYMENT CEN	832625139	09/30/2015	ACCT # 1004742988 9/20	001-3200-4315	190.00
TDCAA	40963	10/05/2015	ANNOTATED CRIMINAL LAW	001-3200-4315	152.00
JONES MCCLURE PUBLISHIN	100428416	10/06/2015	CUST ID:57501 O'CONNOR'S	001-3200-4315	105.00
JONES MCCLURE PUBLISHIN	100417468-1	07/25/2015	CUST ID: 57501 O'CONNOR'	001-3200-4315	12.00
STATE BAR OF TEXAS	SALES00000304082	09/22/2015	CUST ID: 17933 BAR #79571	001-3200-3050	101.49
CRIMINAL DISTRICT ATTORN	2015-16	10/01/2015	STATE SUPPLEMENT PAYROL	001-3200-1120	6,980.00
CASSANDRA BENOIST	92815	09/28/2015	EXPENSE REPORT 9/22 - 25/	001-3200-4810	90.91
BEN GILLIS	92815	09/28/2015	2015 CRIMINAL & CIVIL LAW	001-3200-4810	330.35
AMANDA MONTGOMERY	92915	09/29/2015	TDCAA ANNUAL CONFERENC	001-3200-4810	98.46
SUMMER BENFORD	93015	09/30/2015	TRAVEL 9/17 & 18/15	001-3200-4260	27.60
					Department 3200 - DISTRICT ATTORNEY Total: 8,087.81
Department : 3220 - DISTRICT CLERK					
DEWITT POTH & SON	453626-0	10/12/2015	CUST # 12430 8 1/2 X 14 CO	001-3220-3110	612.01
					Department 3220 - DISTRICT CLERK Total: 612.01
Department : 3230 - DISTRICT JUDGE					
JUDGE LINDA A. RODRIQUEZ	101215	09/30/2015	MILEAGE FOR 9/22/15	001-3230-4020	25.30
JOHN BUTLER	2012-151	10/12/2015	CAUSE # 2012-151 J-C.A.T.	001-3230-4160	925.00
GEORGE V.C. PARKER, PH.D.	14-255	10/13/2015	CAUSE # 14-255 RODNEY "R	001-3230-4170	1,275.00
BOVIK & MEREDITH P.C.	15-127	10/13/2015	CAUSE # 15-127 F.A.M.	001-3230-4080	10.10
BOVIK & MEREDITH P.C.	15-127	10/13/2015	CAUSE # 15-127 F.A.M.	001-3230-4160	550.00
AUDIO FIDELITY COMMUNIC	521822	10/15/2015	CUST # 15349 VIEWSONIC 2	001-3230-4011	342.93
DAVID M COLLINS	14-213	10/02/2015	CAUSE # 14-213 A.E.N.	001-3230-4080	8.00
DAVID M COLLINS	14-213	10/02/2015	CAUSE # 14-213 A.E.N.	001-3230-4160	1,200.00
FOR THE RECORD REPORTIN	10052	09/24/2015	CASE #15-FL-313 9/24/15 H	001-3230-4170	150.00
DARREN LEE UMPHREY	2012-095	10/05/2015	CAUSE # 2012-095 C.O.	001-3230-4160	350.00
DARREN LEE UMPHREY	100715	10/07/2015	CAUSE # DECLINED O.H.	001-3230-4160	150.00
COLIN WISE	2534-15CC	10/08/2015	CAUSE # 2534-15CC M.M.	001-3230-4180	150.00
DEWITT POTH & SON	453502-0	10/09/2015	CUST # 12430 CRTDG, HP 3	001-3230-3110	1,018.81
VICTOREA D. BROWN	10-026	09/30/2015	CAUSE # 10-026 A.M.G.	001-3230-4160	375.00
VICTOREA D. BROWN	2450-14CC	07/02/2015	CAUSE # 2450-14CC N.T.C.	001-3230-4180	350.00
GEORGE V.C. PARKER, PH.D.	2015-147	09/26/2015	CAUSE # 2015-147 BILLY FU	001-3230-4150	810.00
FOR THE RECORD REPORTIN	10051	09/30/2015	PER DIEM CASE # 12-D-466 A	001-3230-4170	300.00
TRACY L. HARTING	14-FL-056 2	09/30/2015	CAUSE # 14-FL-056 J.H.	001-3230-4160	875.00
TRACY L. HARTING	14-FL-237 3	09/30/2015	CAUSE # 14-FL-237 K.S.	001-3230-4160	427.00
TRACY L. HARTING	14-FL-312 3	09/30/2015	CAUSE # 14-FL-312 M.L.	001-3230-4160	364.00
TRACY L. HARTING	14-FL-484 1	09/30/2015	CAUSE # 14-FL-484 L.S.	001-3230-4160	980.00

Expense Approval Register

Packet: APPKT00949 - 10/26/15 A/P check run

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
BOVIK & MEREDITH P.C.	15-FL-274 1	09/30/2015	CAUSE # 15-FL-274 J.O. & L.	001-3230-4160	237.00
TRACY L. HARTING	15-FL-274	09/30/2015	CAUSE # 15-FL-274 J.O. & L.	001-3230-4160	468.00
GLEN GRUNBERGER	15-FL-320	09/30/2015	CAUSE # 15-FL-320 E.C. AND	001-3230-4160	294.00
AISHA WHITE-THOMPSON, C	20153909013951-MAYOU	09/09/2015	CCR SEMINARS FALL 2015	001-3230-4810	99.00
Department 3230 - DISTRICT JUDGE Total:					11,734.14
Department : 3240 - COUNTY COURT LAW					
MATTHEW BENDER & CO.,IN	74919954	10/01/2015	ACCT # 0099195979 TX CRIM	001-3240-3110	51.44
Department 3240 - COUNTY COURT LAW Total:					51.44
Department : 3251 - JUSTICE OF THE PEACE - PRCT. 1					
TEXAS STATE UNIVERSITY /S	100215	10/02/2015	MATT KIELY 2/09-11/16 SA	001-3251-4810	150.00
TEXAS STATE UNIVERSITY /S	100615	10/06/2015	ADRIANZA WALKER 3/21-2	001-3251-4810	150.00
TEXAS STATE UNIVERSITY /S	10062015	10/06/2015	MELANIE NICOLE BOWDEN	001-3251-4810	150.00
CARL R. OHLENDORF INSURA	14795	10/07/2015	POLICY # 14771315 MELANI	001-3251-2070	50.00
Department 3251 - JUSTICE OF THE PEACE - PRCT. 1 Total:					500.00
Department : 3252 - JUSTICE OF THE PEACE - PRCT. 2					
DEWITT POTH & SON	453663-0	10/12/2015	CUST # 12430 PRINTER 40 N	001-3252-3110	26.95
DEWITT POTH & SON	453183-0	10/06/2015	CUST # 12430 PAD, DESK, M	001-3252-3110	47.04
Department 3252 - JUSTICE OF THE PEACE - PRCT. 2 Total:					73.99
Department : 4322 - CONSTABLES - PCT 2					
RICHARD POLFUS	9292015	09/29/2015	EXPENSE REPORT FOR 36 HO	001-4322-4810	1,100.00
Department 4322 - CONSTABLES - PCT 2 Total:					1,100.00
Department : 6510 - NON-DEPARTMENTAL					
NEOPOST TEXAS	TXAR73447	10/01/2015	ACCT # 60750041 INK CART	001-6510-3110	185.99
CENTRAL TEXAS AUTOPSY, P	10620	09/30/2015	CTA 436-15: ROGER LESLEY S	001-6510-4123	2,100.00
MAILFINANCE	N5574080	10/20/2015	CUST # 105425 LEASE # N15	001-6510-4610	340.68
AT&T	10052015	10/05/2015	ACCT # 512 A13-0189 725 3	001-6510-4425	2,378.52
CENTRAL TEXAS AUTOPSY, P	10601	09/30/2015	CTA 439-15:REGINALD W SK	001-6510-4123	2,100.00
RICOH USA, INC.	95624081	10/09/2015	ACCT # 505575-1010175A16	001-6510-4610	840.55
SWAGIT PRODUCTIONS, LLC	6247	09/30/2015	ACCT # 2K130701CC VIDEO	001-6510-4110	750.00
TEXAS ASSOCIATION OF COU	93015	09/30/2015	ENTITY: 280 QUARTER ENDI	001-6510-2050	6,979.63
LINDA DOYLE C/O MID-COU	93015	09/30/2015	FIRE RADIOS APPROVED BY C	001-6510-4153	50,000.00
Department 6510 - NON-DEPARTMENTAL Total:					65,675.37
Department : 6520 - BUILDING MAINTENANCE					
THYSSENKRUPP ELEVATOR	3002150165	10/01/2015	CUST # 63166 PHONE MONI	001-6520-4510	115.26
ROBERT MADDEN, INC.	3480063	10/01/2015	CUST ID: 2621 R/22404/410	001-6520-3130	57.00
CENTURY A/C SUPPLY	8014320	10/01/2015	#4385 R-22	001-6520-3130	339.00
SMITH SUPPLY CO.- LOCKHA	669487	10/12/2015	HALF HATCHET 1-1/2	001-6520-4510	32.90
LOCKHART - TRUE VALUE	8195 /1	10/12/2015	CUST # 11239 1.25 OZ WHT	001-6520-4510	18.78
UNIFIRST CORPORATION	822 1779075	10/12/2015	CUST # 222727 RTE # F2900	001-6520-3510	34.70
NATIONAL BUGMOBILES, IN	541484	10/13/2015	ACCT # 10070760 RENEWAL	001-6520-5120	675.00
CINTAS CORPORATION #86	086258525	10/14/2015	CONTRACT # 01691 ACCT # 0	001-6520-3140	93.06
GA POWERS	13781	10/14/2015	10 GAL POINT OF USE 110V	001-6520-3510	312.42
SMITH SUPPLY CO.- LOCKHA	669703	10/14/2015	PVC COMP COUPLING 1" X 1	001-6520-4510	5.75
SMITH SUPPLY CO.- LOCKHA	669968	10/15/2015	CABLE TIE 100 BG	001-6520-3130	4.50
UNIFIRST CORPORATION	822 1780855	10/16/2015	CUST # 222727 RTE # F6110	001-6520-5120	179.00
SMITH SUPPLY CO.- LOCKHA	668336	10/02/2015	ATRAZINE WEED KILLER 1-QT	001-6520-5120	22.50
UNIFIRST CORPORATION	822 1777005	10/05/2015	CUST # 222727 RTE # F2900	001-6520-3510	34.70
ANGEL PEST CONTROL	8739	10/06/2015	CUST # 5129 COMM PEST C	001-6520-5120	193.00
CINTAS CORPORATION #86	086255231	10/07/2015	CONTRACT # 01681 ACCT #	001-6520-3140	93.06
UNITED RENTALS (NORTH A	132066093-001	10/07/2015	CUST # 1331322 BOOM 30-	001-6520-3550	372.94
LOCKHART - TRUE VALUE	8118 /1	10/07/2015	CUST #11239 MP GLASS / TI	001-6520-3550	8.48
LOCKHART - TRUE VALUE	8127 /1	10/07/2015	CUST # 11239 48 OZ RESOL	001-6520-3550	25.97
LOCKHART - TRUE VALUE	8149 /1	10/08/2015	CUST # 11239 1/2 LB SUPER	001-6520-4510	48.47
WILSON RIGGIN	87432	10/08/2015	50 FT SOAKER HOSES	001-6520-3550	24.58
GONZALES BUILDING CENTE	00681229	10/09/2015	CUST # CALD001 EXTRACTO	001-6520-3550	107.20
LOCKHART - TRUE VALUE	8156 /1	10/09/2015	CUST # 11239 48 OZ RESOLV	001-6520-3550	11.99
LOCKHART - TRUE VALUE	8175 /1	10/09/2015	CUST # 11239 ASST REPAIR	001-6520-3550	19.98

Expense Approval Register

Packet: APPKT00949 - 10/26/15 A/P check run

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
UNIFIRST CORPORATION	822 1778756	10/09/2015	CUST # 222727 RTE # F6110	001-6520-5120	179.00
Department 6520 - BUILDING MAINTENANCE Total:					3,009.24
Department : 6550 - ELECTIONS					
ELECTION SYSTEMS & SOFT	939673	10/01/2015	ACCT # C04192 CONSTITUTI	001-6550-3110	1,097.99
ELECTION SYSTEMS & SOFT	939686	10/01/2015	ACCT # C04192 CONSTITUTI	001-6550-3110	554.85
ELECTION SYSTEMS & SOFT	939730	10/01/2015	ACCT # C04192 CONSTITUTI	001-6550-3110	48.04
Department 6550 - ELECTIONS Total:					1,700.88
Department : 6560 - COMMISSIONERS COURT					
ALFREDO MUNOZ	93015	09/30/2015	GSMP / CAMPO / MEETINGS	001-6560-4260	175.00
BLOOMERS TOO FLOWERS &	90815	09/08/2015	GREEN PLANT (CLEVELAND	001-6560-4850	50.00
Department 6560 - COMMISSIONERS COURT Total:					225.00
Department : 6600 - ENG. & SUBDIVISION					
AULICK AND ASSOCIATES	18	09/30/2015	SEPT 1 - 30, 2015	001-6600-4110	4,750.00
Department 6600 - ENG. & SUBDIVISION Total:					4,750.00
Department : 6640 - CODE INVESTIGATOR					
CENTRAL TEXAS REFUSE, INC	1141220	10/01/2015	ACC	001-6640-4610	72.85
RELIABLE TIRE DISPOSAL	1488	10/12/2015	45 PASSENGER/LIGHT TRUCK	001-6640-3151	155.25
DEWITT POTH & SON	452863-0	10/02/2015	CUST # 12430 CRTDG, INK,	001-6640-3110	215.43
DEWITT POTH & SON	452863-1	10/06/2015	CUST # 12430 DRIVE, FLASH,	001-6640-3110	16.39
CENTRAL TEXAS REFUSE, INC	1142358	09/30/2015	ACCT # 1119389 RENT 30 YD	001-6640-4610	90.00
Department 6640 - CODE INVESTIGATOR Total:					549.92
Department : 6650 - EMERG MGNT / HOMELAND SEC					
GERMER ELECTRONICS	3	10/15/2015	VHF MOBILE MOUNT ANTEN	001-6650-4510	275.00
SOUTHERN TIRE MART, LLC	63160766	09/28/2015	CUST # 142726 SERVICE CAL	001-6650-4510	836.48
Department 6650 - EMERG MGNT / HOMELAND SEC Total:					1,111.48
Department : 7620 - COUNTY WELFARE					
HEART OF TEXAS CREMATIO	82115	08/21/2015	REGINAL WILLIAM SKAGGS	001-7620-4320	300.00
HEART OF TEXAS CREMATIO	83015	08/30/2015	CHARLES DALE MATTOX DO	001-7620-4320	345.00
HEART OF TEXAS CREMATIO	92415	09/24/2015	SAMUEL MENDOZA DOD: 9	001-7620-4320	300.00
Department 7620 - COUNTY WELFARE Total:					945.00
Department : 8700 - COUNTY AGENT					
CARISSA WILHELM	92815	09/28/2015	AUGUST & SEPTEMBER TRA	001-8700-4251	661.23
Department 8700 - COUNTY AGENT Total:					661.23
Fund 001 - GENERAL FUND Total:					103,202.43
Fund: 002 - UNIT ROAD FUND					
Department : 1101 - ADMINISTRATION					
THE FINAL RIDE	295137	10/14/2015	1 EXPIRED COW (BLK) PICKE	002-1101-3130	185.44
CINTAS FAS LOCKBOX 63652	5003601875	10/19/2015	CUST # 0010344330 EYE STA	002-1101-4610	137.45
SMITH SUPPLY CO.-LULING	32966	10/02/2015	BYPASS LOPPING 26"	002-1101-3130	34.95
LOCKHART - TRUE VALUE	8064 /1	10/02/2015	CUST # 11239 3/4" X 17' WH	002-1101-3130	150.97
SOUTHERN TIRE MART, LLC	63161786	10/07/2015	CUST # 142726 ECOPIA 14 P	002-1101-3190	1,632.12
LOCKHART - TRUE VALUE	8133 /1	10/08/2015	CUST # 11239 SCREWS, NUT	002-1101-3130	6.28
TUFF MATE INC.	164644	10/09/2015	CUST ID: CALCOU SPLIT CO	002-1101-3130	113.41
LOCKHART - TRUE VALUE	8167 /1	10/09/2015	CUST # 11239 REGAL BLUE B	002-1101-3130	43.26
LOCKHART - TRUE VALUE	8179 /1	10/09/2015	CUST # 11239 3/8 X 3/16 GR	002-1101-3130	2.79
LOCKHART - TRUE VALUE	8180 /1	10/09/2015	CUST # 11239 3/8 X 3/16 GR	002-1101-3130	2.00
LOCKHART - TRUE VALUE	006282 /1	07/30/2015	CUST # 11239 RAPID MIRCO	002-1101-3130	-2.00
SMITH SUPPLY CO.- LOCKHA	665890	09/11/2015	60" X 40' 16A 5" X 1" CULVE	002-1101-3116	621.20
Department 1101 - ADMINISTRATION Total:					2,927.87
Department : 1102 - VEHICLE MAINTENANCE					
HOLT TRUCK CENTERS	PIMA0212792	10/01/2015	CUST # 0203700 LOUVER A	002-1102-3136	69.36
ROMCO EQUIPMENT COMP	10775377	10/12/2015	CUST # 13570 BLADE - GRA	002-1102-3136	1,451.80
GLOSSERMAN AUTOMOTIVE	063449	10/15/2015	ACCT # 1010 FUEL CAP	002-1102-3136	23.48
LONGHORN INTERNATIONAL	953165	10/19/2015	ACCT # 8110 BLOWER	002-1102-3136	106.67
BOEHM TRACTOR SALES, INC	CT141986	10/02/2015	ACCT # CALDCO SHOP SU	002-1102-4510	173.20
DOUBLE TUFF TRUCK TARPS,	25457	10/05/2015	7 X 18' MESH TARP	002-1102-3136	292.00
FLEETPRIDE	72652362	10/05/2015	ACCT # 83215 COIL, 12 DC	002-1102-3136	121.34

Expense Approval Register

Packet: APPKT00949 - 10/26/15 A/P check run

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CLOSNR EQUIPMENT CO. I	0028047	10/07/2015	CUST ID: CALDWELL ROSC	002-1102-3136	1,090.81
GRANDE TRUCK CENTER	1418127	10/07/2015	ACCT #	002-1102-3136	188.66
LEIF JOHNSON FORD TRUCK	705303	10/07/2015	CUST # 2740 WEIDERHOLD,	002-1102-4510	1,128.81
FREIGHTLINER OF AUSTIN	AP295718	10/07/2015	CUST # 1638 SENSOR-ABS 1	002-1102-3136	74.79
BOEHM TRACTOR SALES, INC	CT140862	08/27/2015	ACCT # C03021 NH 8399255	002-1102-3136	291.73
Department 1102 - VEHICLE MAINTENANCE Total:					5,012.65
Department : 1103 - FLEET MAINTENANCE					
LULING CHEVROLET	20900	10/13/2015	CUST # 507 CAP	002-1103-3135	73.50
LOCKHART MOTOR CO.,INC.	T39326	10/06/2015	CUST # 3810 CATALYTIC CO	002-1103-3135	491.68
LULING CHEVROLET	20876	10/07/2015	CUST # 507 TRANSMISS / M	002-1103-3135	2,014.25
GORDON'S EQUIPMENT	55805	09/21/2015	WW3 DIPPED PATCH PLUG	002-1103-3135	39.00
Department 1103 - FLEET MAINTENANCE Total:					2,618.43
Fund 002 - UNIT ROAD FUND Total:					10,558.95
Fund: 005 - LAW LIBRARY FUND					
Department : 1000 - DEPARTMENTS - Header					
LEXISNEXIS	1509439180	09/30/2015	ACCT # 164D57 SEPT 2015	005-1000-5910	373.00
Department 1000 - DEPARTMENTS - Header Total:					373.00
Fund 005 - LAW LIBRARY FUND Total:					373.00
Fund: 010 - GRANT FUND					
Department : 1000 - DEPARTMENTS - Header					
CALDWELL COUNTY FARM &	9012015	09/01/2015	ACCT # 5123981801	010-1000-4850	164.65
Department 1000 - DEPARTMENTS - Header Total:					164.65
Department : 6600 - ENG. & SUBDIVISION					
ERGON ASPHALT AND EMUL	9401381291	10/13/2015	#912994 2015-16 ASPHALT	010-6600-5132	8,951.18
ERGON ASPHALT AND EMUL	9401382201	10/14/2015	#912994 HFRS-2 2015-16 A	010-6600-5132	7,520.48
ERGON ASPHALT AND EMUL	9401378075	10/06/2015	#912994 HFRS-2 VEHICLE:	010-6600-5122	8,990.62
ERGON ASPHALT AND EMUL	9401379357	10/07/2015	#912994 HFRS-2 VEHICLE: 1	010-6600-5122	8,807.80
ERGON ASPHALT AND EMUL	9401379491	10/08/2015	#912994 HFRS-2 VEHICLE: 1	010-6600-5122	8,872.33
ERGON ASPHALT AND EMUL	9401374635	09/29/2015	2014 ASPHALT MATERIAL BI	010-6600-5112	12,696.37
ERGON ASPHALT AND EMUL	9401375277	09/30/2015	2014 ASPHALT MATERIAL BI	010-6600-5112	12,828.75
Department 6600 - ENG. & SUBDIVISION Total:					68,667.53
Department : 7700 - SH130					
THE LULING NEWSBOY & SIG	82715	08/27/2015	8/27/15 NOTICE OF PROPOS	010-7700-4070	165.37
LOCKHART POST REGISTER	00077060	09/28/2015	9/10 & 9/17/15	010-7700-4070	252.28
Department 7700 - SH130 Total:					417.65
Fund 010 - GRANT FUND Total:					69,249.83
Grand Total:					183,384.21

Report Summary

Fund Summary

Fund	Expense Amount
001 - GENERAL FUND	103,202.43
002 - UNIT ROAD FUND	10,558.95
005 - LAW LIBRARY FUND	373.00
010 - GRANT FUND	69,249.83
Grand Total:	183,384.21

Account Summary

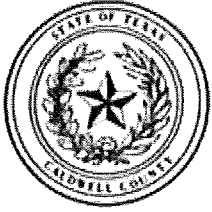
Account Number	Account Name	Expense Amount
001-2120-2070	EMPLOYEE BONDING	225.00
001-2120-3110	OFFICE SUPPLIES	351.45
001-2150-3110	OFFICE SUPPLIES	189.70
001-2150-3145	Remote Site Trans Fees	34.77
001-2730	DUE TO OMNI	1,614.00
001-3200-1120	SALARY SUPPLEMENT	6,980.00
001-3200-3050	DUES & SUBSCRIPTIONS	101.49
001-3200-4260	TRANSPORTATION	27.60
001-3200-4315	PUBLICATIONS	459.00
001-3200-4810	TRAINING	519.72
001-3220-3110	OFFICE SUPPLIES	612.01
001-3230-3110	OFFICE SUPPLIES	1,018.81
001-3230-4011	ADMINISTRATIVE EXPEN	342.93
001-3230-4020	VISITING JUDGES	25.30
001-3230-4080	ADULT - ATTY LITIGATIO	18.10
001-3230-4150	ADULT - EXPERT WITNES	810.00
001-3230-4160	ADULT - INDIGENT ATTO	7,195.00
001-3230-4170	TRIAL EXPENSE	1,725.00
001-3230-4180	JUVENILE - INDIGENT AT	500.00
001-3230-4810	TRAINING	99.00
001-3240-3110	OFFICE SUPPLIES	51.44
001-3251-2070	EMPLOYEE BONDING	50.00
001-3251-4810	TRAINING	450.00
001-3252-3110	OFFICE SUPPLIES	73.99
001-4322-4810	TRAINING	1,100.00
001-6510-2050	UNEMPLOYMENT	6,979.63
001-6510-3110	OFFICE SUPPLIES	185.99
001-6510-4110	PROFESSIONAL SERVICE	750.00
001-6510-4123	AUTOPSY	4,200.00
001-6510-4153	FIRE DEPARTMENT	50,000.00
001-6510-4425	FAX & INTERNET	2,378.52
001-6510-4610	RENTALS	1,181.23
001-6520-3130	OPERATING SUPPLIES	400.50
001-6520-3140	UNIFORMS	186.12
001-6520-3510	LULING ANNEX	381.82
001-6520-3550	JUDICIAL CENTER-LOCK	571.14
001-6520-4510	REPAIRS & MAINTENAN	221.16
001-6520-5120	CALDWELL CO. COURTH	1,248.50
001-6550-3110	OFFICE SUPPLIES	1,700.88
001-6560-4260	TRANSPORTATION	175.00
001-6560-4850	MISCELLANEOUS	50.00
001-6600-4110	Professional Services	4,750.00
001-6640-3110	OFFICE SUPPLIES	231.82
001-6640-3151	DISPOSAL FEES	155.25
001-6640-4610	RENTALS	162.85
001-6650-4510	REPAIRS & MAINTENAN	1,111.48
001-7620-4320	INDIGENT FUNERAL	945.00
001-8700-4251	MILEAGE REIMB- ADH D	661.23
002-1101-3116	CULVERT PIPE	621.20

Account Summary

Account Number	Account Name	Expense Amount
002-1101-3130	OPERATING SUPPLIES	537.10
002-1101-3190	TIRES	1,632.12
002-1101-4610	RENTALS	137.45
002-1102-3136	SUPPLIES & SMALL TOG	3,710.64
002-1102-4510	REPAIRS & MAINTENAN	1,302.01
002-1103-3135	OPERATING SUPPLIES	2,618.43
005-1000-5910	OTHER CAPITAL OUTLAY	373.00
010-1000-4850	MISCELLANEOUS	164.65
010-6600-5112	MATERIALS-CR 128 SALT	25,525.12
010-6600-5122	MATERIAL-CR 197 YOUN	26,670.75
010-6600-5132	MATERIALS-CR 158 TAYL	16,471.66
010-7700-4070	SH130 Project Fees	417.65
	Grand Total:	183,384.21

Project Account Summary

Project Account Key	Expense Amount
None	183,384.21
Grand Total:	183,384.21



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
<u>AISWHI</u>	AISHA WHITE-THOMPSON, CSR, RPR			99.00
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		10/21/2015	99.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
<u>20153909013951-MAYOU</u>	CCR SEMINARS FALL 2015	09/09/2015	10/26/2015	0.00 99.00

Vendor Number	Vendor Name			Total Vendor Amount
<u>ALFMUN</u>	ALFREDO MUNOZ			175.00
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		10/21/2015	175.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
<u>93015</u>	GSMP / CAMPO / MEETINGS	09/30/2015	10/26/2015	0.00 175.00

Vendor Number	Vendor Name			Total Vendor Amount
<u>AMAMON</u>	AMANDA MONTGOMERY			98.46
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		10/21/2015	98.46	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
<u>92915</u>	TDCAA ANNUAL CONFERENCE 9/22 - 25/15	09/29/2015	10/26/2015	0.00 98.46

Vendor Number	Vendor Name			Total Vendor Amount
<u>ANGPES</u>	ANGEL PEST CONTROL			193.00
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		10/21/2015	193.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
<u>8739</u>	CUST # 5129 COMM PEST CONTROL MONTHLY SWEEP	10/06/2015	10/26/2015	0.00 193.00

Vendor Number	Vendor Name			Total Vendor Amount
<u>AT&T921</u>	AT&T			2,378.52
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		10/21/2015	2,378.52	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
<u>10052015</u>	ACCT # 512 A13-0189 725 3 10/05 - 11/04/15	10/05/2015	10/26/2015	0.00 2,378.52

Vendor Number	Vendor Name			Total Vendor Amount
<u>WHILOC</u>	AUDIO FIDELITY COMMUNICATIONS CORP DBA WHITL			342.93
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		10/21/2015	342.93	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
<u>521822</u>	CUST # 15349 VIEWSONIC 23.6 IN 1080P LED-LCD	10/15/2015	10/26/2015	0.00 342.93

Vendor Number	Vendor Name			Total Vendor Amount
<u>AULASS</u>	AULICK AND ASSOCIATES			4,750.00
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		10/21/2015	4,750.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
<u>18</u>	SEPT 1 - 30, 2015	09/30/2015	09/30/2015	0.00 4,750.00

Payment Register

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Vendor Number	Vendor Name					Total Vendor Amount
<u>BENGIL</u>	BEN GILLIS					330.35
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				10/21/2015	330.35	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>92815</u>	2015 CRIMINAL & CIVIL LAW UPDATE 9/22-25/15	09/28/2015	10/26/2015	0.00	330.35	

Vendor Number	Vendor Name					Total Vendor Amount
<u>BLOTOO</u>	BLOOMERS TOO FLOWERS & GIFTS					50.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				10/21/2015	50.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>90815</u>	GREEN PLANT (CLEVELAND WEBER SERVICE)	09/08/2015	10/26/2015	0.00	50.00	

Vendor Number	Vendor Name					Total Vendor Amount
<u>BOETRA</u>	BOEHM TRACTOR SALES, INC.					464.93
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				10/21/2015	464.93	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>CT140862</u>	ACCT # C03021 NH 83992559 HUB	08/27/2015	10/26/2015	0.00	291.73	
<u>CT141986</u>	ACCT # CALDCO SHOP SUPPLIES	10/02/2015	10/26/2015	0.00	173.20	

Vendor Number	Vendor Name					Total Vendor Amount
<u>BOVMER</u>	BOVIK & MEREDITH P.C.					797.10
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				10/21/2015	797.10	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>15-127</u>	CAUSE # 15-127 F.A.M.	10/13/2015	10/26/2015	0.00	560.10	
<u>15-FL-274 1</u>	CAUSE # 15-FL-274 J.O. & L.O.	09/30/2015	10/26/2015	0.00	237.00	

Vendor Number	Vendor Name					Total Vendor Amount
<u>FARRAN</u>	CALDWELL COUNTY FARM & RANCH					164.65
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				10/21/2015	164.65	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>9012015</u>	ACCT # 5123981801	09/01/2015	10/26/2015	0.00	164.65	

Vendor Number	Vendor Name					Total Vendor Amount
<u>CAPRUB</u>	CAPITOL RUBBER STAMP					24.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				10/21/2015	24.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>68133</u>	SI-843, DEPOSIT STAMP, BLACK	10/06/2015	10/26/2015	0.00	24.00	

Vendor Number	Vendor Name					Total Vendor Amount
<u>CARWIL</u>	CARISSA WILHELM					661.23
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				10/21/2015	661.23	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>92815</u>	AUGUST & SEPTEMBER TRAVEL 8/1 - 9/1/15	09/28/2015	10/26/2015	0.00	661.23	

Vendor Number	Vendor Name					Total Vendor Amount
<u>CAROHL</u>	CARL R. OHLENDORF INSURANCE					275.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				10/21/2015	275.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>14795</u>	POLICY # 14771315 MELANIE BOWDEN 11/21/15-16	10/07/2015	10/26/2015	0.00	50.00	
<u>14798</u>	POLICY # CBB2116051 ACCT # CALDC-3	10/08/2015	10/26/2015	0.00	225.00	

Payment Register

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Vendor Number Vendor Name **Total Vendor Amount**
CASBEN CASSANDRA BENOIST 90.91

Payment Type	Payment Number				Payment Date	Payment Amount
Check					10/21/2015	90.91
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>92815</u>	EXPENSE REPORT 9/22 - 25/15	09/28/2015	10/26/2015	0.00	90.91	

Vendor Number Vendor Name **Total Vendor Amount**
CENAUT CENTRAL TEXAS AUTOPSY, PLLC 4,200.00

Payment Type	Payment Number				Payment Date	Payment Amount
Check					10/21/2015	4,200.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>10601</u>	CTA 439-15:REGINALD W SKAGGS, PERFORMED 8/24/15	10/08/2015	10/26/2015	0.00	2,100.00	
<u>10620</u>	CTA 436-15: ROGER LESLEY SIMMONS,PERFORMED 8/21	10/14/2015	10/26/2015	0.00	2,100.00	

Vendor Number Vendor Name **Total Vendor Amount**
CENREF CENTRAL TEXAS REFUSE, INC 162.85

Payment Type	Payment Number				Payment Date	Payment Amount
Check					10/21/2015	162.85
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>1141220</u>	ACCT # 24543016 9675 HIGHWAY 142/MAXWELL	10/01/2015	10/26/2015	0.00	72.85	
<u>1142358</u>	ACCT # 1119389 RENT 30 YD / SEPT 2015 / FM 2720	09/30/2015	10/26/2015	0.00	90.00	

Vendor Number Vendor Name **Total Vendor Amount**
CENAIR CENTURY A/C SUPPLY 339.00

Payment Type	Payment Number				Payment Date	Payment Amount
Check					10/21/2015	339.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>8014320</u>	#4385 R-22	10/01/2015	10/26/2015	0.00	339.00	

Vendor Number Vendor Name **Total Vendor Amount**
CINTAS CINTAS CORPORATION #86 186.12

Payment Type	Payment Number				Payment Date	Payment Amount
Check					10/21/2015	186.12
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>086255231</u>	CONTRACT # 01681 ACCT # 09158 CUST # 09158	10/07/2015	10/26/2015	0.00	93.06	
<u>086258525</u>	CONTRACT # 01691 ACCT # 09158 CUST # 09158	10/14/2015	10/26/2015	0.00	93.06	

Vendor Number Vendor Name **Total Vendor Amount**
CINFIR CINTAS FAS LOCKBOX 636525 137.45

Payment Type	Payment Number				Payment Date	Payment Amount
Check					10/21/2015	137.45
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>5003601875</u>	CUST # 0010344330 EYE STATION DATES CHECKED	10/19/2015	10/26/2015	0.00	137.45	

Vendor Number Vendor Name **Total Vendor Amount**
CLOEQU CLOSNR EQUIPMENT CO. INC. 1,090.81

Payment Type	Payment Number				Payment Date	Payment Amount
Check					10/21/2015	1,090.81
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>0028047</u>	CUST ID: CALDWELL ROSCO, GASKET 5-5/8" O.D.	10/07/2015	10/26/2015	0.00	1,090.81	

Vendor Number Vendor Name **Total Vendor Amount**
COLWIS COLIN WISE 150.00

Payment Type	Payment Number				Payment Date	Payment Amount
Check					10/21/2015	150.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>2534-15CC</u>	CAUSE # 2534-15CC M.M.	10/08/2015	10/26/2015	0.00	150.00	

Payment Register

APPKT00949 - 10/26/15 A/P check run

Vendor Number	Vendor Name					Total Vendor Amount
<u>CRIPAY</u>	CRIMINAL DISTRICT ATTORNEY					6,980.00
Payment Type	Payment Number				Payment Date	Payment Amount
Check					10/21/2015	6,980.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>2015-16</u>	STATE SUPPLEMENT PAYROLL SHARTAGE FOR 2015-16	09/23/2015	10/26/2015	0.00	6,980.00	
<u>DARUMP</u>	DARREN LEE UMPHREY					500.00
Payment Type	Payment Number				Payment Date	Payment Amount
Check					10/21/2015	500.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>100715</u>	CAUSE # DECLINED O.H.	10/07/2015	10/26/2015	0.00	150.00	
<u>2012-095</u>	CAUSE # 2012-095 C.O.	10/05/2015	10/26/2015	0.00	350.00	
<u>DAVCOL</u>	DAVID M COLLINS					1,208.00
Payment Type	Payment Number				Payment Date	Payment Amount
Check					10/21/2015	1,208.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>14-213</u>	CAUSE # 14-213 A.E.N.	10/02/2015	10/26/2015	0.00	1,208.00	
<u>DEWPOT</u>	DEWITT POTH & SON					2,126.33
Payment Type	Payment Number				Payment Date	Payment Amount
Check					10/21/2015	2,126.33
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>452863-0</u>	CUST # 12430 CRTDG, INK, HP	10/02/2015	10/26/2015	0.00	215.43	
<u>452863-1</u>	CUST # 12430 DRIVE, FLASH, USB, SWIV	10/06/2015	10/26/2015	0.00	16.39	
<u>453183-0</u>	CUST # 12430 PAD, DESK, MO, 22 X 17	10/06/2015	10/26/2015	0.00	47.04	
<u>453403-0</u>	CUST # 12430 PAD, STAMP, FOAM, BE	10/08/2015	10/26/2015	0.00	189.70	
<u>453502-0</u>	CUST # 12430 CRTDG, HP 305X, 4K, BK	10/09/2015	10/26/2015	0.00	1,018.81	
<u>453626-0</u>	CUST # 12430 8 1/2 X 14 COPY PAPER	10/12/2015	10/26/2015	0.00	612.01	
<u>453663-0</u>	CUST # 12430 PRINTER 40 NOTARY ST	10/12/2015	10/26/2015	0.00	26.95	
<u>DOUTUF</u>	DOUBLE TUFF TRUCK TARPS, INC.					292.00
Payment Type	Payment Number				Payment Date	Payment Amount
Check					10/21/2015	292.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>25457</u>	7 X 18' MESH TARP	10/05/2015	10/26/2015	0.00	292.00	
<u>ELESYS</u>	ELECTION SYSTEMS & SOFTWARE INC.					1,700.88
Payment Type	Payment Number				Payment Date	Payment Amount
Check					10/21/2015	1,700.88
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>939673</u>	ACCT # C04192 CONSTITUTIONAL AMEND ELECTION	09/30/2015	10/26/2015	0.00	1,097.99	
<u>939686</u>	ACCT # C04192 CONSTITUTION AMEND_ADD ON	09/30/2015	10/26/2015	0.00	554.85	
<u>939730</u>	ACCT # C04192 CONSTITUTIONAL AMEND-2ND ADDON	09/30/2015	10/26/2015	0.00	48.04	
<u>ERGASP</u>	ERGON ASPHALT AND EMULSIONS, INC.					68,667.53
Payment Type	Payment Number				Payment Date	Payment Amount
Check					10/21/2015	68,667.53
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>9401374635</u>	2014 ASPHALT MATERIAL BID / CA	09/29/2015	10/26/2015	0.00	12,696.37	
<u>9401375277</u>	2014 ASPHALT MATERIAL BID /CA	09/30/2015	10/26/2015	0.00	12,828.75	
<u>9401378075</u>	#912994 HFRS-2 VEHICLE: 142-236	10/06/2015	10/26/2015	0.00	8,990.62	
<u>9401379357</u>	#912994 HFRS-2 VEHICLE: 153-403	10/07/2015	10/26/2015	0.00	8,807.80	
<u>9401379491</u>	#912994 HFRS-2 VEHICLE: 193-403	10/08/2015	10/26/2015	0.00	8,872.33	
<u>9401381291</u>	#912994 2015-16 ASPHALT MATERIAL BID	10/13/2015	10/26/2015	0.00	8,951.18	

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9401382201 #912994 HFRS-2 2015-16 ASPHALT MATERIAL BID 10/14/2015 10/26/2015 0.00 7,520.48

Vendor Number FLEPRI **Vendor Name** FLEETPRIDE **Total Vendor Amount** 121.34
Payment Type Check **Payment Number** **Payment Date** 10/21/2015 **Payment Amount** 121.34
Payable Number 72652362 **Description** ACCT # 83215 COIL, 12 DC **Payable Date** 10/05/2015 **Due Date** 10/26/2015 **Discount Amount** 0.00 **Payable Amount** 121.34

Vendor Number RECREP **Vendor Name** FOR THE RECORD REPORTING SERVICE, LLC **Total Vendor Amount** 450.00
Payment Type Check **Payment Number** **Payment Date** 10/21/2015 **Payment Amount** 450.00
Payable Number 10051 **Description** PER DIEM CASE # 12-D-466 AND 14-FL-194 SANCHEZ **Payable Date** 09/30/2015 **Due Date** 10/26/2015 **Discount Amount** 0.00 **Payable Amount** 300.00
10052 CASE #15-FL-313 9/24/15 HALF DAY **Payable Date** 10/05/2015 **Due Date** 10/26/2015 **Discount Amount** 0.00 **Payable Amount** 150.00

Vendor Number FREAUS **Vendor Name** FREIGHTLINER OF AUSTIN **Total Vendor Amount** 74.79
Payment Type Check **Payment Number** **Payment Date** 10/21/2015 **Payment Amount** 74.79
Payable Number AP295718 **Description** CUST # 1638 SENSOR-ABS 1700 40X **Payable Date** 10/07/2015 **Due Date** 10/26/2015 **Discount Amount** 0.00 **Payable Amount** 74.79

Vendor Number GAPOWE **Vendor Name** GA POWERS **Total Vendor Amount** 312.42
Payment Type Check **Payment Number** **Payment Date** 10/21/2015 **Payment Amount** 312.42
Payable Number 13781 **Description** 10 GAL POINT OF USE 110V **Payable Date** 10/14/2015 **Due Date** 10/26/2015 **Discount Amount** 0.00 **Payable Amount** 312.42

Vendor Number GEOPAR **Vendor Name** GEORGE V.C. PARKER, PH.D. **Total Vendor Amount** 2,085.00
Payment Type Check **Payment Number** **Payment Date** 10/21/2015 **Payment Amount** 2,085.00
Payable Number 14-255 **Description** CAUSE # 14-255 RODNEY "RONNIE" RODRIGUEZ **Payable Date** 10/13/2015 **Due Date** 10/26/2015 **Discount Amount** 0.00 **Payable Amount** 1,275.00
2015-147 CAUSE # 2015-147 BILLY FUCHS **Payable Date** 09/26/2015 **Due Date** 10/26/2015 **Discount Amount** 0.00 **Payable Amount** 810.00

Vendor Number GERELE **Vendor Name** GERMER ELECTRONICS **Total Vendor Amount** 275.00
Payment Type Check **Payment Number** **Payment Date** 10/21/2015 **Payment Amount** 275.00
Payable Number 3 **Description** VHF MOBILE MOUNT ANTENNA - BOX TRUCK **Payable Date** 10/15/2015 **Due Date** 10/26/2015 **Discount Amount** 0.00 **Payable Amount** 275.00

Vendor Number GLEGRU **Vendor Name** GLEN GRUNBERGER **Total Vendor Amount** 294.00
Payment Type Check **Payment Number** **Payment Date** 10/21/2015 **Payment Amount** 294.00
Payable Number 15-FL-320 **Description** CAUSE # 15-FL-320 E.C. AND P.P.S. **Payable Date** 09/30/2015 **Due Date** 10/26/2015 **Discount Amount** 0.00 **Payable Amount** 294.00

Vendor Number GLOAUT **Vendor Name** GLOSSERMAN AUTOMOTIVE CENTER **Total Vendor Amount** 23.48
Payment Type Check **Payment Number** **Payment Date** 10/21/2015 **Payment Amount** 23.48
Payable Number 063449 **Description** ACCT # 1010 FUEL CAP **Payable Date** 10/15/2015 **Due Date** 10/26/2015 **Discount Amount** 0.00 **Payable Amount** 23.48

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Vendor Number <u>GONBUI</u>	Vendor Name GONZALES BUILDING CENTER					Total Vendor Amount 107.20
Payment Type Check	Payment Number					
Payable Number <u>00681229</u>	Description CUST # CALD001 EXTRACTO STEAM EXTRACTION FLUID	Payable Date 10/09/2015	Due Date 10/26/2015	Payment Date 10/21/2015	Payment Amount 107.20	Discount Amount 0.00
						Payable Amount 107.20

Vendor Number <u>GOREQU</u>	Vendor Name GORDON'S EQUIPMENT					Total Vendor Amount 39.00
Payment Type Check	Payment Number					
Payable Number <u>55805</u>	Description WW3 DIPPED PATCH PLUG	Payable Date 09/21/2015	Due Date 10/26/2015	Payment Date 10/21/2015	Payment Amount 39.00	Discount Amount 0.00
						Payable Amount 39.00

Vendor Number <u>GRATRU</u>	Vendor Name GRANDE TRUCK CENTER					Total Vendor Amount 188.66
Payment Type Check	Payment Number					
Payable Number <u>1418127</u>	Description ACCT # 7268 FUEL FI	Payable Date 10/07/2015	Due Date 10/26/2015	Payment Date 10/21/2015	Payment Amount 188.66	Discount Amount 0.00
						Payable Amount 188.66

Vendor Number <u>HEATEX</u>	Vendor Name HEART OF TEXAS CREMATION &					Total Vendor Amount 945.00
Payment Type Check	Payment Number					
Payable Number <u>82115</u>	Description REGINAL WILLIAM SKAGGS DOD: 8/21/15	Payable Date 08/21/2015	Due Date 10/26/2015	Payment Date 10/21/2015	Payment Amount 300.00	Discount Amount 0.00
Payable Number <u>83015</u>	Description CHARLES DALE MATTOX DOD: 8/30/15	Payable Date 08/30/2015	Due Date 10/26/2015	Payment Date 10/21/2015	Payment Amount 345.00	Discount Amount 0.00
Payable Number <u>92415</u>	Description SAMUEL MENDOZA DOD: 9/24/15	Payable Date 09/24/2015	Due Date 10/26/2015	Payment Date 10/21/2015	Payment Amount 300.00	Discount Amount 0.00
						Payable Amount 945.00

Vendor Number <u>HOLCAS</u>	Vendor Name HOLT TRUCK CENTERS					Total Vendor Amount 69.36
Payment Type Check	Payment Number					
Payable Number <u>PIMA0212792</u>	Description CUST # 0203700 LOUVER AS	Payable Date 10/01/2015	Due Date 10/26/2015	Payment Date 10/21/2015	Payment Amount 69.36	Discount Amount 0.00
						Payable Amount 69.36

Vendor Number <u>JOHBUT</u>	Vendor Name JOHN BUTLER					Total Vendor Amount 925.00
Payment Type Check	Payment Number					
Payable Number <u>2012-151</u>	Description CAUSE # 2012-151 J-C.A.T.	Payable Date 10/12/2015	Due Date 10/26/2015	Payment Date 10/21/2015	Payment Amount 925.00	Discount Amount 0.00
						Payable Amount 925.00

Vendor Number <u>JONMCC</u>	Vendor Name JONES MCCLURE PUBLISHING					Total Vendor Amount 117.00
Payment Type Check	Payment Number					
Payable Number <u>100417468-1</u>	Description CUST ID: 57501 O'CONNOR'S TX FAMILY CODE 2015-16	Payable Date 07/25/2015	Due Date 10/26/2015	Payment Date 10/21/2015	Payment Amount 117.00	Discount Amount 0.00
Payable Number <u>100428416</u>	Description CUST ID:57501 O'CONNOR'S TX CRIMINAL CODES 2015-1	Payable Date 10/06/2015	Due Date 10/26/2015	Payment Date 10/21/2015	Payment Amount 12.00	Discount Amount 0.00
						Payable Amount 105.00

Vendor Number <u>LINROD</u>	Vendor Name JUDGE LINDA A. RODRIQUEZ					Total Vendor Amount 25.30
Payment Type Check	Payment Number					
Payable Number <u>101215</u>	Description MILEAGE FOR 9/22/15	Payable Date 10/12/2015	Due Date 10/26/2015	Payment Date 10/21/2015	Payment Amount 25.30	Discount Amount 0.00
						Payable Amount 25.30

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Vendor Number TRUCIT	Vendor Name LEIF JOHNSON FORD TRUCK CITY					Total Vendor Amount 1,128.81
Payment Type Check	Payment Number					
Payable Number 705303	Description CUST # 2740 WEIDERHOLD, DEWAYNE / SENSOR	Payable Date 10/07/2015	Due Date 10/26/2015	Payment Date 10/21/2015	Payment Amount 1,128.81	
				Discount Amount 0.00	Payable Amount 1,128.81	

Vendor Number LEXINE	Vendor Name LEXISNEXIS					Total Vendor Amount 373.00
Payment Type Check	Payment Number					
Payable Number 1509439180	Description ACCT # 164D57 SEPT 2015	Payable Date 09/30/2015	Due Date 10/26/2015	Payment Date 10/21/2015	Payment Amount 373.00	
				Discount Amount 0.00	Payable Amount 373.00	

Vendor Number LINDOY	Vendor Name LINDA DOYLE C/O MID-COUNTY VOLUNTEER FIRE DEPT					Total Vendor Amount 50,000.00
Payment Type Check	Payment Number					
Payable Number 93015	Description FIRE RADIOS APPROVED BY COMMISSIONERS COURT	Payable Date 09/30/2015	Due Date 10/26/2015	Payment Date 10/21/2015	Payment Amount 50,000.00	
				Discount Amount 0.00	Payable Amount 50,000.00	

Vendor Number LOCTRU	Vendor Name LOCKHART - TRUE VALUE					Total Vendor Amount 336.97
Payment Type Check	Payment Number					
Payable Number 006282 /1	Description CUST # 11239 RAPID MIRCO COMFORT 3	Payable Date 07/30/2015	Due Date 07/30/2015	Payment Date 10/21/2015	Payment Amount 336.97	
Payable Number 8064 /1	Description CUST # 11239 3/4" X 17' WHT VINY DR SET	Payable Date 10/02/2015	Due Date 10/26/2015	Discount Amount 0.00	Payable Amount -2.00	
Payable Number 8118 /1	Description CUST #11239 MP GLASS / TILE SCRAPER	Payable Date 10/07/2015	Due Date 10/26/2015	Discount Amount 0.00	Payable Amount 150.97	
Payable Number 8127 /1	Description CUST # 11239 48 OZ RESOLV CARP CLEANER	Payable Date 10/07/2015	Due Date 10/26/2015	Discount Amount 0.00	Payable Amount 8.48	
Payable Number 8133 /1	Description CUST # 11239 SCREWS, NUTS & BOLT	Payable Date 10/08/2015	Due Date 10/26/2015	Discount Amount 0.00	Payable Amount 25.97	
Payable Number 8149 /1	Description CUST # 11239 1/2 LB SUPER SIL FLO ROD	Payable Date 10/08/2015	Due Date 10/26/2015	Discount Amount 0.00	Payable Amount 6.28	
Payable Number 8156 /1	Description CUST # 11239 48 OZ RESOLV CARP CLEANER	Payable Date 10/08/2015	Due Date 10/26/2015	Discount Amount 0.00	Payable Amount 48.47	
Payable Number 8167 /1	Description CUST # 11239 REGAL BLUE BIN	Payable Date 10/09/2015	Due Date 10/26/2015	Discount Amount 0.00	Payable Amount 11.99	
Payable Number 8175 /1	Description CUST # 11239 ASST REPAIR PATCH	Payable Date 10/09/2015	Due Date 10/26/2015	Discount Amount 0.00	Payable Amount 43.26	
Payable Number 8179 /1	Description CUST # 11239 3/8 X 3/16 GRY FOAM TAPE	Payable Date 10/09/2015	Due Date 10/26/2015	Discount Amount 0.00	Payable Amount 19.98	
Payable Number 8180 /1	Description CUST # 11239 3/8 X 3/16 GRY FOAM TAPE	Payable Date 10/09/2015	Due Date 10/26/2015	Discount Amount 0.00	Payable Amount 2.79	
Payable Number 8195 /1	Description CUST # 11239 1.25 OZ WHT LITH GREASE	Payable Date 10/12/2015	Due Date 10/26/2015	Discount Amount 0.00	Payable Amount 18.78	

Vendor Number LOCMOT	Vendor Name LOCKHART MOTOR CO.,INC.					Total Vendor Amount 491.68
Payment Type Check	Payment Number					
Payable Number T39326	Description CUST # 3810 CATALYTIC CONVERTER	Payable Date 10/06/2015	Due Date 10/26/2015	Payment Date 10/21/2015	Payment Amount 491.68	
				Discount Amount 0.00	Payable Amount 491.68	

Vendor Number LOCPOS	Vendor Name LOCKHART POST REGISTER					Total Vendor Amount 252.28
Payment Type Check	Payment Number					
Payable Number 00077060	Description 9/10 & 9/17/15 ACCEPTING BIDS FOR 3 COUNTY ROADS	Payable Date 09/28/2015	Due Date 10/26/2015	Payment Date 10/21/2015	Payment Amount 252.28	
				Discount Amount 0.00	Payable Amount 252.28	

Vendor Number LONINT	Vendor Name LONGHORN INTERNATIONAL TRUCKS, LTD.					Total Vendor Amount 106.67
Payment Type Check	Payment Number					
Payable Number 953165	Description ACCT # 8110 BLOWER	Payable Date 10/19/2015	Due Date 10/26/2015	Payment Date 10/21/2015	Payment Amount 106.67	
				Discount Amount 0.00	Payable Amount 106.67	

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Vendor Number	Vendor Name			Total Vendor Amount	
<u>LULCHE</u>	LULING CHEVROLET			2,087.75	
Payment Type	Payment Number			Payment Date	Payment Amount
Check				10/21/2015	2,087.75
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>20876</u>	CUST # 507 TRANSMISS / MOUNT	10/07/2015	10/26/2015	0.00	2,014.25
<u>20900</u>	CUST # 507 CAP	10/13/2015	10/26/2015	0.00	73.50
Vendor Number	Vendor Name			Total Vendor Amount	
<u>NEOPOS</u>	MAILFINANCE			340.68	
Payment Type	Payment Number			Payment Date	Payment Amount
Check				10/21/2015	340.68
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>N5574080</u>	CUST # 105425 LEASE # N15021278 8/15 - 11/14/15	10/20/2015	10/26/2015	0.00	340.68
Vendor Number	Vendor Name			Total Vendor Amount	
<u>MATBEN</u>	MATTHEW BENDER & CO.,INC.			51.44	
Payment Type	Payment Number			Payment Date	Payment Amount
Check				10/21/2015	51.44
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>74919954</u>	ACCT # 0099195979 TX CRIM&TRAF LAW 15-16 ED LL UP	09/18/2015	10/26/2015	0.00	51.44
Vendor Number	Vendor Name			Total Vendor Amount	
<u>BUGMOB</u>	NATIONAL BUGMOBILES, INC.			675.00	
Payment Type	Payment Number			Payment Date	Payment Amount
Check				10/21/2015	675.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>541484</u>	ACCT # 10070760 RENEWAL	10/13/2015	10/26/2015	0.00	675.00
Vendor Number	Vendor Name			Total Vendor Amount	
<u>NEOTEX</u>	NEOPOST TEXAS			185.99	
Payment Type	Payment Number			Payment Date	Payment Amount
Check				10/21/2015	185.99
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>TXAR73447</u>	ACCT # 60750041 INK CARTRIDGE IS330	10/01/2015	10/26/2015	0.00	185.99
Vendor Number	Vendor Name			Total Vendor Amount	
<u>OMNBAS</u>	OMNIBASE SERVICES OF TEXAS, LP			1,614.00	
Payment Type	Payment Number			Payment Date	Payment Amount
Check				10/21/2015	1,614.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>3RD_QTR</u>	3RD QTR., JULY, AUGUST & SEPTEMBER 2015	09/30/2015	10/26/2015	0.00	1,614.00
Vendor Number	Vendor Name			Total Vendor Amount	
<u>PRISOL</u>	PRINTING SOLUTIONS			327.45	
Payment Type	Payment Number			Payment Date	Payment Amount
Check				10/21/2015	327.45
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>17983</u>	STATIONARY ENVELOPES # 10 WINDOW	10/05/2015	10/26/2015	0.00	207.45
<u>18004</u>	BUSINESS CARDS - LORI RANGEL / DARLENE MORRIS	10/12/2015	10/26/2015	0.00	120.00
Vendor Number	Vendor Name			Total Vendor Amount	
<u>RELTIR</u>	RELIABLE TIRE DISPOSAL			155.25	
Payment Type	Payment Number			Payment Date	Payment Amount
Check				10/21/2015	155.25
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>1488</u>	45 PASSENGER/LIGHT TRUCK	10/12/2015	10/26/2015	0.00	155.25

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Vendor Number <u>RICPOL</u>	Vendor Name RICHARD POLFUS					Total Vendor Amount 1,100.00
Payment Type Check	Payment Number	Payable Number	Description	Payable Date	Due Date	Payment Date Payment Amount
		<u>9292015</u>	EXPENSE REPORT FOR 36 HOURS OF TCOLE TRAINING	09/29/2015	10/26/2015	10/21/2015 1,100.00
						Discount Amount Payable Amount
						0.00 1,100.00

Vendor Number <u>IKONOF</u>	Vendor Name RICOH USA, INC.					Total Vendor Amount 840.55
Payment Type Check	Payment Number	Payable Number	Description	Payable Date	Due Date	Payment Date Payment Amount
		<u>95624081</u>	ACCT # 505575-1010175A16 9/29 - 10/28/15	10/09/2015	10/26/2015	10/21/2015 840.55
						Discount Amount Payable Amount
						0.00 840.55

Vendor Number <u>ROBMAD</u>	Vendor Name ROBERT MADDEN, INC.					Total Vendor Amount 57.00
Payment Type Check	Payment Number	Payable Number	Description	Payable Date	Due Date	Payment Date Payment Amount
		<u>3480063</u>	CUST ID: 2621 R/22404/410A MANIFOLD	10/01/2015	10/26/2015	10/21/2015 57.00
						Discount Amount Payable Amount
						0.00 57.00

Vendor Number <u>ROMEXC</u>	Vendor Name ROMCO EQUIPMENT COMPANY					Total Vendor Amount 1,451.80
Payment Type Check	Payment Number	Payable Number	Description	Payable Date	Due Date	Payment Date Payment Amount
		<u>10775377</u>	CUST # 13570 BLADE - GRADER 5/8X6X7	10/12/2015	10/26/2015	10/21/2015 1,451.80
						Discount Amount Payable Amount
						0.00 1,451.80

Vendor Number <u>SMISUP</u>	Vendor Name SMITH SUPPLY CO.- LOCKHART					Total Vendor Amount 686.85
Payment Type Check	Payment Number	Payable Number	Description	Payable Date	Due Date	Payment Date Payment Amount
		<u>665890</u>	60" X 40' 16A 5" X 1" CULVERT	09/11/2015	10/26/2015	10/21/2015 686.85
		<u>668336</u>	ATRAZINE WEED KILLER 1-QT	10/02/2015	10/26/2015	Discount Amount Payable Amount
		<u>669487</u>	HALF HATCHET 1-1/2	10/12/2015	10/26/2015	0.00 621.20
		<u>669703</u>	PVC COMP COUPLING 1" X 110-10	10/14/2015	10/26/2015	0.00 22.50
		<u>669968</u>	CABLE TIE 100 BG	10/15/2015	10/26/2015	0.00 32.90
						0.00 5.75
						0.00 4.50

Vendor Number <u>SMILUL</u>	Vendor Name SMITH SUPPLY CO.-LULING					Total Vendor Amount 34.95
Payment Type Check	Payment Number	Payable Number	Description	Payable Date	Due Date	Payment Date Payment Amount
		<u>32966</u>	BYPASS LOPPING 26"	10/02/2015	10/26/2015	10/21/2015 34.95
						Discount Amount Payable Amount
						0.00 34.95

Vendor Number <u>SOUTIR</u>	Vendor Name SOUTHERN TIRE MART, LLC					Total Vendor Amount 2,468.60
Payment Type Check	Payment Number	Payable Number	Description	Payable Date	Due Date	Payment Date Payment Amount
		<u>63160766</u>	CUST # 142726 SERVICE CALL	09/28/2015	10/26/2015	10/21/2015 2,468.60
		<u>63161786</u>	CUST # 142726 ECOPIA 14 PL / FETBGVOV /CARLISLE RO	10/07/2015	10/26/2015	Discount Amount Payable Amount
						0.00 836.48
						0.00 1,632.12

Vendor Number <u>STATEX</u>	Vendor Name STATE BAR OF TEXAS					Total Vendor Amount 101.49
Payment Type Check	Payment Number	Payable Number	Description	Payable Date	Due Date	Payment Date Payment Amount
		<u>SALES00000304082</u>	CUST ID: 17933 BAR #795713 TX PJC CRIM DEFENSES 15	09/22/2015	10/26/2015	10/21/2015 101.49
						Discount Amount Payable Amount
						0.00 101.49

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Vendor Number <u>SUMBEN</u>	Vendor Name SUMMER BENFORD					Total Vendor Amount 27.60
Payment Type Check	Payment Number				Payment Date 10/21/2015	Payment Amount 27.60
Payable Number <u>93015</u>	Description TRAVEL 9/17 & 18/15	Payable Date 09/30/2015	Due Date 10/26/2015	Discount Amount 0.00	Payable Amount 27.60	

Vendor Number <u>SWAGIT</u>	Vendor Name SWAGIT PRODUCTIONS, LLC					Total Vendor Amount 750.00
Payment Type Check	Payment Number				Payment Date 10/21/2015	Payment Amount 750.00
Payable Number <u>6247</u>	Description ACCT # 2K130701CC VIDEO STREAMING - SEPT 2015	Payable Date 09/30/2015	Due Date 10/26/2015	Discount Amount 0.00	Payable Amount 750.00	

Vendor Number <u>TDCAA</u>	Vendor Name TDCAA					Total Vendor Amount 152.00
Payment Type Check	Payment Number				Payment Date 10/21/2015	Payment Amount 152.00
Payable Number <u>40963</u>	Description ANNOTATED CRIMINAL LAW OF TEXAS 2015-2017	Payable Date 10/05/2015	Due Date 10/26/2015	Discount Amount 0.00	Payable Amount 152.00	

Vendor Number <u>TACUNE</u>	Vendor Name TEXAS ASSOCIATION OF COUNTIES					Total Vendor Amount 6,979.63
Payment Type Check	Payment Number				Payment Date 10/21/2015	Payment Amount 6,979.63
Payable Number <u>93015</u>	Description ENTITY: 280 QUARTER ENDING: 9/30/15	Payable Date 09/30/2015	Due Date 10/26/2015	Discount Amount 0.00	Payable Amount 6,979.63	

Vendor Number <u>TEXVITST</u>	Vendor Name TEXAS DEPT.OF STATE HEALTH SERVICES					Total Vendor Amount 34.77
Payment Type Check	Payment Number				Payment Date 10/21/2015	Payment Amount 34.77
Payable Number <u>31644</u>	Description ACCT # 17460016318 007 FOR SEPT 2015	Payable Date 10/01/2015	Due Date 10/26/2015	Discount Amount 0.00	Payable Amount 34.77	

Vendor Number <u>TEXJUS</u>	Vendor Name TEXAS STATE UNIVERSITY /SAN MARCOS					Total Vendor Amount 450.00
Payment Type Check	Payment Number				Payment Date 10/21/2015	Payment Amount 450.00
Payable Number <u>100215</u>	Description MATT KIELY 2/09-11/16 SAN MARCOS	Payable Date 10/02/2015	Due Date 10/26/2015	Discount Amount 0.00	Payable Amount 150.00	
Payable Number <u>100615</u>	Description ADRIANZA WALKER 3/21-23/16 SAN ANTONIO	Payable Date 10/06/2015	Due Date 10/26/2015	Discount Amount 0.00	Payable Amount 150.00	
Payable Number <u>10062015</u>	Description MELANIE NICOLE BOWDEN 3/21-23/16 SAN ANTONIO	Payable Date 10/06/2015	Due Date 10/26/2015	Discount Amount 0.00	Payable Amount 150.00	

Vendor Number <u>SANROB</u>	Vendor Name THE FINAL RIDE					Total Vendor Amount 185.44
Payment Type Check	Payment Number				Payment Date 10/21/2015	Payment Amount 185.44
Payable Number <u>295137</u>	Description 1 EXPIRED COW (BLK) PICKED UP / DISPOSAL	Payable Date 10/14/2015	Due Date 10/26/2015	Discount Amount 0.00	Payable Amount 185.44	

Vendor Number <u>LULNEW</u>	Vendor Name THE LULING NEWSBOY & SIGNAL					Total Vendor Amount 165.37
Payment Type Check	Payment Number				Payment Date 10/21/2015	Payment Amount 165.37
Payable Number <u>82715</u>	Description 8/27/15 NOTICE OF PROPOSED TAX RATE	Payable Date 08/27/2015	Due Date 10/26/2015	Discount Amount 0.00	Payable Amount 165.37	

Payment Register

APPKT00949 - 10/26/15 A/P check run

Vendor Number	Vendor Name					Total Vendor Amount
<u>THYELE</u>	THYSSENKRUPP ELEVATOR					115.26
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				10/21/2015	115.26	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>3002150165</u>	CUST # 63166 SERVICE DATE: 10/01 - 12/31/15	10/01/2015	10/26/2015	0.00	115.26	

Vendor Number	Vendor Name					Total Vendor Amount
<u>TRAHAR</u>	TRACY L. HARTING					3,114.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				10/21/2015	3,114.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>14-FL-056_2</u>	CAUSE # 14-FL-056 J.H.	09/30/2015	10/26/2015	0.00	875.00	
<u>14-FL-237_3</u>	CAUSE # 14-FL-237 K.S.	09/30/2015	10/26/2015	0.00	427.00	
<u>14-FL-312_3</u>	CAUSE # 14-FL-312 M.L.	09/30/2015	10/26/2015	0.00	364.00	
<u>14-FL-484_1</u>	CAUSE # 14-FL-484 L.S.	09/30/2015	10/26/2015	0.00	980.00	
<u>15-FL-274</u>	CAUSE # 15-FL-274 J.O. & L.O.	09/30/2015	10/26/2015	0.00	468.00	

Vendor Number	Vendor Name					Total Vendor Amount
<u>TUFMAT</u>	TUFF MATE INC.					113.41
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				10/21/2015	113.41	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>164644</u>	CUST ID: CALCOU SPLIT COW LEATHER PALM	10/09/2015	10/26/2015	0.00	113.41	

Vendor Number	Vendor Name					Total Vendor Amount
<u>UNIFIR</u>	UNIFIRST CORPORATION					427.40
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				10/21/2015	427.40	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>822 1777005</u>	CUST # 222727 RTE # F2900 PRCT # 2	10/05/2015	10/26/2015	0.00	34.70	
<u>822 1778756</u>	CUST # 222727 RTE # F6110 COURT HOUSE	10/09/2015	10/26/2015	0.00	179.00	
<u>822 1779075</u>	CUST # 222727 RTE # F2900 PRCT # 2	10/12/2015	10/26/2015	0.00	34.70	
<u>822 1780855</u>	CUST # 222727 RTE # F6110 COURT HOUSE	10/16/2015	10/26/2015	0.00	179.00	

Vendor Number	Vendor Name					Total Vendor Amount
<u>UNRENT</u>	UNITED RENTALS (NORTH AMERICA), INC.					372.94
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				10/21/2015	372.94	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>132066093-001</u>	CUST # 1331322 BOOM 30-36' TOWABLE	10/07/2015	10/26/2015	0.00	372.94	

Vendor Number	Vendor Name					Total Vendor Amount
<u>VICBRO</u>	VICTOREA D. BROWN					725.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				10/21/2015	725.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>10-026</u>	CAUSE # 10-026 A.M.G.	03/24/2015	10/26/2015	0.00	375.00	
<u>2450-14CC</u>	CAUSE # 2450-14CC N.T.C.	07/02/2015	10/26/2015	0.00	350.00	

Vendor Number	Vendor Name					Total Vendor Amount
<u>WESGRO</u>	WEST GROUP PAYMENT CENTER					190.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				10/21/2015	190.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>832625139</u>	ACCT # 1004742988 9/2015	10/01/2015	10/26/2015	0.00	190.00	

Payment Register

Vendor Number Vendor Name
WILRIG WILSON RIGGIN
Payment Type Payment Number
Check

APPKT00949 - 10/26/15 A/P check run

Total Vendor Amount
24.58

Payable Number Description
87432 50 FT SOAKER HOSES

Payable Date Due Date
10/08/2015 10/26/2015

Payment Date Payment Amount
10/21/2015 24.58
Discount Amount Payable Amount
0.00 24.58

Payment Summary

Type	Payable Count	Payment Count	Discount	Payment
Check	139	85	0.00	183,384.21
Packet Totals:	139	85	0.00	183,384.21

Cash Fund Summary

Fund	Name	Amount
999	POOLED CASH	-183,384.21
Packet Totals:		-183,384.21

(ALL OTHER AGENDA ITEMS)

2015.10.26.06 Discussion/Action

regarding the burn ban for Caldwell County. **Cost: None. Speakers: Judge Schawe/Martin Ritchey. Backup: None.**

2015.10.26.07 Discussion/Action to approve Resolution **No. 14-2015** resolving to approve the 2015 Farm to Market Appraisal Roll with amounts due totaling **\$1,868.71** therefore creating the Farm to Market Tax Roll for 2015. **Cost: TBD. Speakers: Judge Schawe/Mary LaPoint. Backup: 1.**

Caldwell County Appraisal District

10/14/15

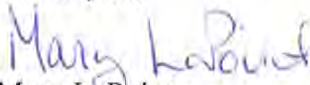
Farm to Market Road
110 S. Main, Room 201
Lockhart TX 78644

RE: Resolution for 2015 tax roll

I have enclosed for your use a resolution to be used for approval of the 2015 tax roll, along with a copy of the totals from the tax roll. The resolution should be adopted at the next meeting of your governing body as formal approval of the 2015 tax roll.

If you have any questions, please feel free to contact me at (512) 398-5550 ext #213.

Thank you,


Mary LaPoint
Chief Appraiser

Encl.



610 San Jacinto Street
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

RESOLUTION

NO 14-2015

WHEREAS, Section 26.09 of the Property Tax Code requires approval by the Commissioners Court of the Farm to Market Road appraisal roll with tax amounts entered by the assessor, for the tax year 2015, and

WHEREAS, such roll was presented to the Farm to Market Road on _____ and appears in all things correct as under the applicable laws of Texas, and

WHEREAS, said Commissioners Court voted in open session to approve said roll.

IT IS HEREBY RESOLVED by the Farm to Market Road that the appraisal roll with amounts due totaling \$1,868.71 for the year 2015 is approved and is the tax roll for the Farm to Market Road for the year 2015.

Presiding Officer

Date

ATTEST:

Secretary

2015 LEVY TOTALS

FTM - Farm to Market Road

Property Count: 40,262

10/13/2015

2:07:24PM

Land		Value			
Homesite:		140,474,854			
Non Homesite:		353,685,841			
Ag Market:		862,093,816			
Timber Market:		523,390			
			Total Land	(+)	1,356,777,901
Improvement		Value			
Homesite:		585,435,756			
Non Homesite:		574,071,512			
			Total Improvements	(+)	1,159,507,268
Non Real		Count	Value		
Personal Property:	2,034		277,847,680		
Mineral Property:	16,169		125,351,584		
Autos:	0		0		
			Total Non Real	(+)	403,199,264
			Market Value	=	2,919,484,433
Ag		Non Exempt	Exempt		
Total Productivity Market:	857,685,366		4,931,840		
Ag Use:	24,441,336		149,720		
Timber Use:	18,090		0		
Productivity Loss:	833,225,940		4,782,120		
			Productivity Loss	(-)	833,225,940
			Appraised Value	=	2,086,258,493
			Homestead Cap	(-)	1,682,745
			Assessed Value	=	2,084,575,748
			Total Exemptions Amount (Breakdown on Next Page)	(-)	223,927,798
			Net Taxable	=	1,860,647,950

Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count		
DP	25,418,004	22,265,319	21.89	69.56	369		
DPS	274,500	268,500	0.26	0.50	3		
OV65	240,202,206	207,952,513	204.76	728.53	2,450		
Total	265,894,710	230,486,332	226.91	798.59	2,822	Freeze Taxable	(-) 230,486,332
Tax Rate	0.000100						
						Freeze Adjusted Taxable	= 1,630,161,618

Levy Info			
M&O Rate:	0.000100	M&O Tax:	1,868.71
I&S Rate:	0.000000	I&S Tax:	0.25
Protected I&S Rate:	0.000000	Protected I&S Tax:	0.00
		Ag Penalty:	0.25
		PP Late Penalty:	0.00
		Total Levy	1,868.71
Tax Increment Finance Value:			0
Tax Increment Finance Levy:			0.00

2015 LEVY TOTALS

FTM - Farm to Market Road

Property Count: 40,262

10/13/2015

2:07:42PM

Exemption Breakdown

Exemption	Count	Local	State	Total
AB	1	4,553,840	0	4,553,840
DP	389	0	0	0
DPS	3	0	0	0
DV1	64	0	511,727	511,727
DV1S	4	0	20,000	20,000
DV2	50	0	418,550	418,550
DV3	51	0	490,870	490,870
DV3S	1	0	0	0
DV4	197	0	1,704,536	1,704,536
DV4S	16	0	153,550	153,550
DVHS	123	0	13,991,291	13,991,291
DVHSS	1	0	135,190	135,190
EX	12	0	360,458	360,458
EX (Prorated)	4	0	121,869	121,869
EX-XF	4	0	4,707,030	4,707,030
EX-XG	6	0	2,280,060	2,280,060
EX-XI	1	0	63,440	63,440
EX-XL	14	0	1,137,260	1,137,260
EX-XR	58	0	2,205,200	2,205,200
EX-XU	5	0	782,630	782,630
EX-XV	649	0	150,562,470	150,562,470
EX366	5,324	0	369,158	369,158
FR	4	1,831,291	0	1,831,291
HS	6,657	0	11,786,470	11,786,470
OV65	2,629	25,517,785	0	25,517,785
OV65S	17	160,000	0	160,000
PC	2	63,123	0	63,123
Totals		32,126,039	191,801,759	223,927,798

2015 LEVY TOTALS

FTM - Farm to Market Road
Under ARB Review Totals

Property Count: 349

10/13/2015

2:07:24PM

Land	Value			
Homesite:	47,690			
Non Homesite:	10,654,340			
Ag Market:	660,410			
Timber Market:	0	Total Land	(+)	11,362,440
Improvement	Value			
Homesite:	176,550			
Non Homesite:	4,890,150	Total Improvements	(+)	5,066,700
Non Real	Count	Value		
Personal Property:	9	3,456,030		
Mineral Property:	0	0		
Autos:	0	0	Total Non Real	(+)
			Market Value	=
				3,456,030
				19,885,170
Ag	Non Exempt	Exempt		
Total Productivity Market:	660,410	0		
Ag Use:	22,430	0	Productivity Loss	(-)
Timber Use:	0	0	Appraised Value	=
Productivity Loss:	637,980	0		19,247,190
			Homestead Cap	(-)
				0
			Assessed Value	=
				19,247,190
			Total Exemptions Amount (Breakdown on Next Page)	(-)
				23,000
			Net Taxable	=
				19,224,190

Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count		
DP	35,160	32,160	0.03	0.05	1		
OV65	113,530	103,530	0.10	0.10	1		
Total	148,690	135,690	0.13	0.15	2	Freeze Taxable	(-)
							135,690
Tax Rate	0.000100						
						Freeze Adjusted Taxable	=
							19,088,500

Tax Increment Finance Value: 0
 Tax Increment Finance Levy: 0.00

2015 LEVY TOTALS

Exemption Breakdown

Exemption	Count	Local	State	Total
DP	1	0	0	0
HS	1	0	3,000	3,000
OV65	2	20,000	0	20,000
	Totals	20,000	3,000	23,000

2015 LEVY TOTALS

FTM - Farm to Market Road
Grand Totals

Property Count: 40,611

10/13/2015 2:07:24PM

Land		Value			
Homesite:		140,522,544			
Non Homesite:		364,340,181			
Ag Market:		862,754,226			
Timber Market:		523,390	Total Land	(+) 1,368,140,341	
Improvement		Value			
Homesite:		585,612,306			
Non Homesite:		578,961,662	Total Improvements	(+) 1,164,573,968	
Non Real		Count	Value		
Personal Property:	2,043		281,303,710		
Mineral Property:	16,169		125,351,584		
Autos:	0		0	Total Non Real	(+) 406,655,294
			Market Value	=	2,939,369,603
Ag		Non Exempt	Exempt		
Total Productivity Market:	858,345,776		4,931,840		
Ag Use:	24,463,766		149,720	Productivity Loss	(-) 833,863,920
Timber Use:	18,090		0	Appraised Value	= 2,105,505,683
Productivity Loss:	833,863,920		4,782,120	Homestead Cap	(-) 1,682,745
				Assessed Value	= 2,103,822,938
				Total Exemptions Amount (Breakdown on Next Page)	(-) 223,950,798
				Net Taxable	= 1,879,872,140

Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count			
DP	25,453,164	22,297,479	21.92	69.61	370			
DPS	274,500	268,500	0.26	0.50	3			
OV65	240,315,736	208,056,043	204.86	728.63	2,451			
Total	266,043,400	230,622,022	227.04	798.74	2,824	Freeze Taxable	(-) 230,622,022	
Tax Rate	0.000100							
						Freeze Adjusted Taxable	= 1,649,250,118	

Levy Info			
M&O Rate:	0.000100	M&O Tax:	1,868.71
I&S Rate:	0.000000	I&S Tax:	0.25
Protected I&S Rate:	0.000000	Protected I&S Tax:	0.00
		Ag Penalty:	0.25
		PP Late Penalty:	0.00

Tax Increment Finance Value:	0	Total Levy	1,868.71
Tax Increment Finance Levy:	0.00		

2015 LEVY TOTALS

Property Count: 40,611

FTM - Farm to Market Road
Grand Totals

10/13/2015

2:07:42PM

Exemption Breakdown

Exemption	Count	Local	State	Total
AB	1	4,553,840	0	4,553,840
DP	390	0	0	0
DPS	3	0	0	0
DV1	64	0	511,727	511,727
DV1S	4	0	20,000	20,000
DV2	50	0	418,550	418,550
DV3	51	0	490,870	490,870
DV3S	1	0	0	0
DV4	197	0	1,704,536	1,704,536
DV4S	16	0	153,550	153,550
DVHS	123	0	13,991,291	13,991,291
DVHSS	1	0	135,190	135,190
EX	12	0	360,458	360,458
EX (Prorated)	4	0	121,869	121,869
EX-XF	4	0	4,707,030	4,707,030
EX-XG	6	0	2,280,060	2,280,060
EX-XI	1	0	63,440	63,440
EX-XL	14	0	1,137,260	1,137,260
EX-XR	58	0	2,205,200	2,205,200
EX-XU	5	0	782,630	782,630
EX-XV	649	0	150,562,470	150,562,470
EX366	5,324	0	369,158	369,158
FR	4	1,831,291	0	1,831,291
HS	6,658	0	11,789,470	11,789,470
OV65	2,631	25,537,785	0	25,537,785
OV65S	17	160,000	0	160,000
PC	2	63,123	0	63,123
Totals		32,146,039	191,804,759	223,950,798

2015.10.26.08 Discussion/Action to approve Resolution **No. 15-2015** resolving to approve the appraisal roll with amounts due totaling **\$13,351,175.10** therefore creating the 2015 Tax Roll for Caldwell County. **Cost: TBD. Speakers: Judge Schawe/Mary LaPoint. Backup: 1**

Caldwell County Appraisal District

10/14/15

Caldwell County
County Judge
110 S. Main, Room 201
Lockhart TX 78644

RE: Resolution for 2015 tax roll

I have enclosed for your use a resolution to be used for approval of the 2015 tax roll, along with a copy of the totals from the tax roll. The resolution should be adopted at the next meeting of your governing body as formal approval of the 2015 tax roll.

If you have any questions, please feel free to contact me at (512) 398-5550 ext #213.

Thank you,

Mary LaPoint

Mary LaPoint
Chief Appraiser

Encl.



610 San Jacinto Street
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

RESOLUTION

NO. 15-2015

WHEREAS, Section 26.09 of the Property Tax Code requires approval by the Commissioners Court of the Caldwell County appraisal roll with tax amounts entered by the assessor, for the tax year 2015, and

WHEREAS, such roll was presented to the Caldwell County on _____ and appears in all things correct as under the applicable laws of Texas, and

WHEREAS, said Commissioners Court voted in open session to approve said roll.

IT IS HEREBY RESOLVED by the Caldwell County that the appraisal roll with amounts due totaling \$13,351,175.10 for the year 2015 is approved and is the tax roll for the Caldwell County for the year 2015.

Presiding Officer

Date

ATTEST:

Secretary

2015 LEVY TOTALS

GCA - Caldwell County

Property Count: 40,264

10/13/2015

2:07:24PM

Land		Value			
Homesite:		140,474,854			
Non Homesite:		353,685,841			
Ag Market:		862,093,816			
Timber Market:		523,390	Total Land	(+)	1,356,777,901
Improvement		Value			
Homesite:		585,435,756			
Non Homesite:		574,071,512	Total Improvements	(+)	1,159,507,268
Non Real		Count	Value		
Personal Property:	2,036		281,759,354		
Mineral Property:	16,169		125,351,584		
Autos:	0		0		
			Total Non Real	(+)	407,110,938
			Market Value	=	2,923,396,107
Ag		Non Exempt	Exempt		
Total Productivity Market:	857,685,366		4,931,840		
Ag Use:	24,441,336		149,720	Productivity Loss	(-) 833,225,940
Timber Use:	18,090		0	Appraised Value	= 2,090,170,167
Productivity Loss:	833,225,940		4,782,120		
				Homestead Cap	(-) 1,682,745
				Assessed Value	= 2,088,487,422
				Total Exemptions Amount	(-) 212,325,878
				(Breakdown on Next Page)	
				Net Taxable	= 1,876,161,544

Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count		
DP	25,418,004	23,288,034	148,527.03	161,890.01	369		
DPS	274,500	274,500	1,840.61	1,840.61	3		
OV65	240,202,206	207,947,513	1,262,464.17	1,310,505.33	2,450		
Total	265,894,710	231,510,047	1,412,831.81	1,474,235.95	2,822	Freeze Taxable	(-) 231,510,047
Tax Rate	0.717400						
						Freeze Adjusted Taxable	= 1,644,651,497

Levy Info			
M&O Rate:	0.649400	M&O Tax:	12,085,844.52
I&S Rate:	0.068000	I&S Tax:	1,263,372.67
Protected I&S Rate:	0.000000	Protected I&S Tax:	0.00
		Ag Penalty:	1,957.91
		PP Late Penalty:	0.00
		Total Levy	13,351,175.10
Tax Increment Finance Value:			0
Tax Increment Finance Levy:			0.00

2015 LEVY TOTALS

GCA - Caldwell County

Property Count: 40,264

10/13/2015

2:07:42PM

Exemption Breakdown

Exemption	Count	Local	State	Total
AB	1	4,553,840	0	4,553,840
DP	389	0	0	0
DPS	3	0	0	0
DV1	64	0	531,097	531,097
DV1S	4	0	20,000	20,000
DV2	50	0	418,550	418,550
DV3	51	0	490,870	490,870
DV3S	1	0	0	0
DV4	197	0	1,711,976	1,711,976
DV4S	16	0	155,290	155,290
DVHS	123	0	14,766,947	14,766,947
DVHSS	1	0	138,190	138,190
EX	12	0	360,458	360,458
EX (Prorated)	4	0	121,869	121,869
EX-XF	4	0	4,707,030	4,707,030
EX-XG	6	0	2,280,060	2,280,060
EX-XI	1	0	63,440	63,440
EX-XL	14	0	1,137,260	1,137,260
EX-XR	58	0	2,205,200	2,205,200
EX-XU	5	0	782,630	782,630
EX-XV	649	0	150,562,470	150,562,470
EX366	5,323	0	369,158	369,158
FR	4	1,831,291	0	1,831,291
OV65	2,629	24,906,869	0	24,906,869
OV65S	17	148,260	0	148,260
PC	2	63,123	0	63,123
Totals		31,503,383	180,822,495	212,325,878

2015 LEVY TOTALS

GCA - Caldwell County
Under ARB Review Totals

Property Count: 349

10/13/2015

2:07:24PM

Land	Value			
Homesite:	47,690			
Non Homesite:	10,654,340			
Ag Market:	660,410			
Timber Market:	0	Total Land	(+)	11,362,440

Improvement	Value			
Homesite:	176,550			
Non Homesite:	4,890,150	Total Improvements	(+)	5,066,700

Non Real	Count	Value		
Personal Property:	9	3,456,030		
Mineral Property:	0	0		
Autos:	0	0	Total Non Real	(+)
			Market Value	=
				19,885,170

Ag	Non Exempt	Exempt		
Total Productivity Market:	660,410	0		
Ag Use:	22,430	0	Productivity Loss	(-)
Timber Use:	0	0	Appraised Value	=
Productivity Loss:	637,980	0		19,247,190
			Homestead Cap	(-)
				0
			Assessed Value	=
				19,247,190
			Total Exemptions Amount	(-)
			(Breakdown on Next Page)	20,000
			Net Taxable	=
				19,227,190

Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count		
DP	35,160	35,160	68.95	68.95	1		
OV65	113,530	103,530	646.12	646.12	1		
Total	148,690	138,690	715.07	715.07	2	Freeze Taxable	(-)
							138,690
Tax Rate	0.717400						
						Freeze Adjusted Taxable	=
							19,088,500

Tax Increment Finance Value: 0
 Tax Increment Finance Levy: 0.00

2015 LEVY TOTALS

Exemption Breakdown

Exemption	Count	Local	State	Total
DP	1	0	0	0
OV65	2	20,000	0	20,000
	Totals	20,000	0	20,000

2015 LEVY TOTALS

GCA - Caldwell County
Grand Totals

Property Count: 40,613

10/13/2015

2:07:24PM

Land		Value			
Homesite:		140,522,544			
Non Homesite:		364,340,181			
Ag Market:		862,754,226			
Timber Market:		523,390	Total Land	(+)	1,368,140,341
Improvement		Value			
Homesite:		585,612,306			
Non Homesite:		578,961,662	Total Improvements	(+)	1,164,573,968
Non Real		Count	Value		
Personal Property:	2,045		285,215,384		
Mineral Property:	16,169		125,351,584		
Autos:	0		0		
			Total Non Real	(+)	410,566,968
			Market Value	=	2,943,281,277
Ag		Non Exempt	Exempt		
Total Productivity Market:	858,345,776		4,931,840		
Ag Use:	24,463,766		149,720	Productivity Loss	(-) 833,863,920
Timber Use:	18,090		0	Appraised Value	= 2,109,417,357
Productivity Loss:	833,863,920		4,782,120	Homestead Cap	(-) 1,682,745
				Assessed Value	= 2,107,734,612
				Total Exemptions Amount	(-) 212,345,878
				<i>(Breakdown on Next Page)</i>	
				Net Taxable	= 1,895,388,734

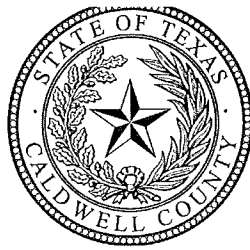
Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count		
DP	25,453,164	23,323,194	148,595.98	161,958.96	370		
DPS	274,500	274,500	1,840.61	1,840.61	3		
OV65	240,315,736	208,051,043	1,263,110.29	1,311,151.45	2,451		
Total	266,043,400	231,648,737	1,413,546.88	1,474,951.02	2,824	Freeze Taxable	(-) 231,648,737
Tax Rate	0.717400						
						Freeze Adjusted Taxable	= 1,663,739,997

Levy Info			
M&O Rate:	0.649400	M&O Tax:	12,085,844.52
I&S Rate:	0.068000	I&S Tax:	1,263,372.67
Protected I&S Rate:	0.000000	Protected I&S Tax:	0.00
		Ag Penalty:	1,957.91
		PP Late Penalty:	0.00
		Total Levy	13,351,175.10
Tax Increment Finance Value:			0
Tax Increment Finance Levy:			0.00

2015 LEVY TOTALS**Exemption Breakdown**

Exemption	Count	Local	State	Total
AB	1	4,553,840	0	4,553,840
DP	390	0	0	0
DPS	3	0	0	0
DV1	64	0	531,097	531,097
DV1S	4	0	20,000	20,000
DV2	50	0	418,550	418,550
DV3	51	0	490,870	490,870
DV3S	1	0	0	0
DV4	197	0	1,711,976	1,711,976
DV4S	16	0	155,290	155,290
DVHS	123	0	14,766,947	14,766,947
DVHSS	1	0	138,190	138,190
EX	12	0	360,458	360,458
EX (Prorated)	4	0	121,869	121,869
EX-XF	4	0	4,707,030	4,707,030
EX-XG	6	0	2,280,060	2,280,060
EX-XI	1	0	63,440	63,440
EX-XL	14	0	1,137,260	1,137,260
EX-XR	58	0	2,205,200	2,205,200
EX-XU	5	0	782,630	782,630
EX-XV	649	0	150,562,470	150,562,470
EX366	5,323	0	369,158	369,158
FR	4	1,831,291	0	1,831,291
OV65	2,631	24,926,869	0	24,926,869
OV65S	17	148,260	0	148,260
PC	2	63,123	0	63,123
Totals		31,523,383	180,822,495	212,345,878

2015.10.26.09 Discussion/Action to consider creating a permanent, paid part-time warrant deputy position for Constable, Precinct 1. Cost: \$ 19.00 hour. Speaker: Commissioner Munoz. Backup: 1.



CALDWELL COUNTY
Job Description

Job Title:	Part-Time Warrant Deputy	Salary:	\$19/hr.
Department:	Constable Pct. 1	FLSA Status:	Non-Exempt
Location:	Lockhart, Texas	Prepared by:	Human Resources Dept.

SUMMARY

Under close supervision, enforces all laws of the State of Texas and Caldwell County; processing and serving warrants; protects the citizens of Caldwell County and anyone traveling through Caldwell County. Protects the life and property of the citizens; and helps keep Caldwell County free of crime.

SUPERVISION RECEIVED

Works under the general supervision of the Constable, Pct. 1.

SUPERVISION EXERCISED

None.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Research newly issued warrants from Justice of the Peace, Pct. 1 using a combination of computer resources (TCIC, TransUnion TLO, XP, Texas DPS Criminal History, Austin Police Department Versidex, Texas Workforce, etc...)
- Notify defendants of active warrants by personal contact, mail, telephone or email.
- Enforce the civil and criminal laws of Texas.
- Assist Adult Probation, as time permits, in locating and apprehending defendants with active warrants from County and District Court.
- Maintain weekly records of job productivity.

Note: The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position and is assigned by the Constable of Pct. 1.

MANDATORY QUALIFICATIONS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Knowledge of applicable federal, state, and local laws, ordinances, statutes, regulations, rules, policies, and procedures.
- Knowledge of methods and techniques to use to dispel a situation.
- Knowledge of the functions of a deputy assigned to the Caldwell County Constables Office.
- Knowledge of legally acceptable restraint methods.
- Skill in listening.
- Skill in oral communications in both one-on-one and group situations.
- Skill in following oral and written orders.
- Skill in interacting with people at all socio-economic levels.
- Skill in remaining calm under stressful situations.

EDUCATION and/or EXPERIENCE

High School Graduate or G.E.D and one year of law enforcement experience (patrol preferred).

OTHER QUALIFICATIONS, CERTIFICATES, LICENSES & REGISTRATIONS

Certification as a peace officer by the Texas Commission on Law Enforcement Standards and Education.

OTHER SKILLS AND ABILITIES

Microsoft Office suite (i.e. email, word, excel), and data base programs; prepare clear and concise records, reports, correspondence and other written materials; exercise independent judgment within general policy guidelines; establish and maintain effective working relationships with those contacted in the course of work.

LANGUAGE SKILLS

Read and comprehend simple instructions, short correspondence, and memos; able to write detailed correspondence.

REASONING ABILITY

Apply common sense understanding to carry out detailed but uninvolved written or oral instructions; able to deal with problems involving a few concrete variables in complex situations.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of the job, the employee is regularly required to sit and drive a motorized vehicle. The employee is occasionally required to stand and/or walk for medium distances; and must be prepared at all times to perform high risk activities in the protection and service of the public.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of the job, the employee spends time sitting in a patrol vehicle; and routinely will be required to leave the vehicle to address concerns of the public; and must always be prepared for the potential for inclement weather and physically harmful occurrences.

SELECTION GUIDELINES

Formal application, rating of education and experience; oral interview and reference check; job related tests might be required.

This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change. The employee further understands, and accepts, that this position falls under the provision of an "At Will" employment, and under no circumstances is this a contract for employment.

Acknowledgement of Employee: _____ Date: _____

Signature of Employee: _____ Date: _____

Signature of Supervisor: _____ Date: _____

2015.10.26.10 Discussion/Action to award a contract for construction of the following three county roads: Old Fentress Road (CR217), Westwood Road (CR 215), and Cherryville Parkway (CR110) per the Invitation to Bid authorized by the Court on August 28, 2015, and the bids received by September 28, 2015. **Cost: TBD. Speakers: Judge Schawe/Michael Aulick. Backup: 1**

To: Caldwell County Commissioners Court
From: Michael Aulick, Aulick and Associates, LLC
Re: **Discussion/Action** to award a contract for construction of the following three county roads: Old Fentress Road (CR217), Westwood Road (CR 215), and Cherryville Parkway (CR110) per the Invitation to Bid authorized by the Court on August 28 and the bids received by September 28.

Date: October 19, 2015

Judge Schawe and Commissioners,

This is a continuation of Agenda item 15 on October 12. The Court tabled the item pending receipt of TxDOT's letter of authorization for the County to award the construction contract. The letter is expected to be issued prior to the October 26 Court meeting.

Working with Jones & Carter and TxDOT the County published an Invitation to Bid for the construction of the three above named County roads on September 6 consistent with TxDOT and State requirements. On September 28 the three bids received were opened in the Commissioners Court meeting and read into the record. Jones and Carter had earlier provided an Engineer's Estimate for construction of **\$1,628,847.70**.

The companies and their bids are:

-Aaron Concrete Contractors, LP	\$1,385,689.80
-Cox Commercial Construction, LLC	\$1,380,358.40
-Angel Brothers Enterprises, LTD	\$1,445,042.15

Caldwell County has complied with TxDOT and State requirements for bid advertising, solicitation and contract award. On October 5, I forwarded the bid documents and Jones & Carter's recommendation to Roy Dill, the TxDOT area Engineer for Caldwell County. TxDOT is reviewing the bids and Jones & Carter's recommendation. Once TxDOT approves the bids and recommendation, it will transmit a letter of authorization for the County to award the construction contract.

RECOMMENDATION: That upon receipt of TxDOT authorization, the Commissioners Court award the construction contract for Old Fentress Road (CR217), Westwood Road (CR 215), and Cherryville Parkway (CR110) to one of the three companies listed above.

Please let me know if you have any questions.

2015.10.26.11 Discussion/Action to authorize the County Judge to solicit bids for the construction of Schuelke Road (CR 222) upon receipt of TxDOT authorization, to be funded by SH 130 Concession Funds. **Cost: TBD.**
Speakers: Commissioner Madrigal/Michael Aulick. Backup: 1

To: Caldwell County Commissioners Court
From: Michael Aulick, Aulick and Associates, LLC
Re: **Discussion/Action** to authorize the County Judge to solicit bids for construction of Schuelke Road (CR 222) to be funded by SH 130 Concession funds.

Date: October 20, 2015

Judge Schawe and Commissioners,

Jones & Carter completed the 90% plans on October 16 for the construction of Schuelke Rd, the fourth of the four county roads to be improved with SH 130 Concession Funds. Jones & Carter's preliminary Engineer's Estimate for construction cost is **\$4.7 million**. The following is the tentative schedule for taking Schuelke Rd. to construction:

October 26 –	Commissioners Court approves authorization to advertise and solicit construction bids when TxDOT approval is granted
November 2 -	90% Plan Review
November 9 -	100% Plans completed
November 16 –	TxDOT letter of authorization
November 19 -	1 st bid solicitation advertisement
November 26 -	2 nd bid solicitation advertisement (Thanksgiving Day)
December 3 -	3 rd bid solicitation advertisement
December 15 -	Construction bid opening
January 2016 –	County award of construction contract
February 2016 -	Construction begins

Caldwell County and Jones & Carter are complying with TxDOT and State requirements for bid advertising, solicitation and contract award.

RECOMMENDATION: That the Commissioners Court authorize the County Judge to solicit bids for construction of Schuelke Road (CR 222) upon receipt of TxDOT authorization, to be funded by SH 130 Concession Funds.

Please let me know if you have any questions.

2015.10.26.12 Discussion/Action to identify potential projects in Caldwell County for STP MM funding for CAMPO Board Approval. **Cost: TBD. Speakers: Commissioner Munoz/Michael Aulick. Cost: TBD Backup: 1**

To: Caldwell County Commissioners Court
From: Michael Aulick, Aulick and Associates, LLC
Re: Discussion/Action to identify potential projects in Caldwell County for STP MM funding for CAMPO Board Approval

Date: October 21, 2015

Judge Schawe and Commissioners,

Since the Court meeting on September 28, I have discussed with TxDOT the criteria for identifying potential roadway projects that are eligible for Federal funds. There is **\$896,518** in Federal STP MM funds allocated by CAMPO to Caldwell County. The non-federal match (20% of total) required would be **\$224,130** (Total = \$1,120,648). The match can be provided by the County, TxDOT or by using Transportation Development Credits (TDCs) approved by CAMPO.

One requirement for the use of federal funds is that roadways must have a TxDOT functional classification of Major Collector or higher. It appears that the only roadways in the Caldwell County unincorporated area that meet this criterion are on the TxDOT highway system. There is also a provision for Construction of a bridge that replaces a low water crossing of any length. I am checking with TxDOT which roadways in Caldwell County would be eligible for this category. I have requested that TxDOT staff suggest high priority projects on the State highway system.

CAMPO staff has suggested that **\$225,000** of the available STPMM funds be used for the "Luling Relief Route Alternative Analysis."

Also, TxDOT has a TxDOT funded Off-System Bridge replacement program. In Caldwell County since May, 2014 three bridges on Oak Grove Rd. (CR 127) and one bridge on Seawillow Rd. (CR 2015) have been upgraded by TxDOT. There are additional bridges identified by TxDOT for future funding.

Background

In December 2011, CAMPO allocated **\$1,696,518** in STP MM federal funds (\$2,120,648 total) to Caldwell County based on its proportional share of the total CAMPO area population, with the provision that any projects picked by Caldwell County be subject to approval by the CAMPO Board, as is the case for all STP MM funded projects.

On August 26, 2013 the Caldwell Commissioners Court adopted a resolution requesting that CAMPO approve the reallocation of **\$800,000** of Caldwell County's allocated STP MM federal funds to Hays County for the use on the FM 110 project which would run in both counties. The CAMPO Board approved that allocation at its October 14, 2013 meeting. After that action, Caldwell County retains **\$896,518** in allocated STP MM federal funds.

Conclusion

I will work with TxDOT and Hays County Commissioners and staff to prepare a short list of eligible projects in Caldwell County. Please let me know if you have any questions.

2015.10.26.13 Discussion/Action

authorizing the County Judge to execute a Development/Subdivision Agreement Providing for Regulation of Subdivision and Approval for Caldwell Valley, and execute a Memorandum of Understanding with Walton Texas, LP on behalf of all individual owners. **Cost: TBD Speakers: Judge Schawe/Jordan Powell. Backup: 1**

Judge & Caldwell Commissioners
Caldwell County
110 S. Main Street
Lockhart, Texas 78644

Dear Caldwell County Commission:

This letter is to advise the court that representatives of Walton Development met with me to provide information on the projected Caldwell Valley Master Planned Community.

I am pleased to advise the court that part of the proposed Master Plan contains an area designated as "Civic". It is a one-half acre tract intended for use as a Chisholm Trail Fire Rescue station to service Caldwell Hays Emergency Services District 1. The site is intended to have high visibility and ready access to transportation routes with frontage on FM 2720.

With the growth of the Caldwell Valley development, the district will also gain an enhanced tax base, commercial property values, and a larger volunteer base. We are hopeful that the end result will be a better ESD for all.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark Padier", written over a horizontal line.

Mark Padier
Chief
Caldwell Hays Emergency Services District 1

**DEVELOPMENT/SUBDIVISION AGREEMENT
PROVIDING FOR REGULATION OF SUBDIVISION AND APPROVAL
FOR CALDWELL VALLEY**

THIS DEVELOPMENT/SUBDIVISION AGREEMENT PROVIDING FOR REGULATION OF SUBDIVISION AND APPROVAL FOR CALDWELL VALLEY (the "Agreement") is made and entered into by and among CALDWELL COUNTY, a political subdivision of the State of Texas ("County"), WALTON TEXAS, LP, a Texas limited partnership, in its capacity as an Owner of the Property on behalf of itself and in its capacity as Operator authorized to enter into this Agreement on behalf of all Individual Owners (in each such capacity, "Primary Owner"), WALTON CALDWELL RANCH, LP, a Delaware limited partnership ("Walton Caldwell Ranch"), WCR DEVELOPMENT SUB, LP, a Delaware limited partnership ("WCR Development Sub"), WALTON TX AUSTIN LAND LIMITED PARTNERSHIP, an Alberta limited partnership ("Walton Austin Land"), WALTON SILVER CROSSING LP, an Alberta limited partnership ("Walton Silver Crossing"), and WALTON PREMIUM LAND MANAGEMENT 1 GMBH & CO. KG, a limited partnership formed pursuant to the laws of the Federal Republic of Germany ("Walton Premium Land", and together with Primary Owner, Walton Caldwell Ranch, WCR Development Sub, Walton Austin Land and Walton Silver Crossing, "Owner"). All or any combination of above-named entities may be referred to collectively hereinafter as "Parties", and individually hereinafter as "Party".

RECITALS

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

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

WHEREAS, review and approval of subdivision plats is the basic tool that Texas counties and Texas municipalities use to ensure that infrastructure and development in an extra-territorial jurisdiction ("ETJ") are planned and constructed in a responsible manner; and

WHEREAS, Owner collectively owns approximately 3,109.3 acres of real property, more or less, located or to be located in the ETJ of the City of Umland, Caldwell County, Texas, ("City"), as such real property is more particularly described in Exhibit "A" attached hereto ("Caldwell Valley" or the "Property"): and

WHEREAS, Owner plans to obtain all entitlements and other governmental approvals necessary to develop Caldwell Valley as a master-planned mixed use community such that one or more Owner and/or the successors-in-title to one or more Owner may develop Caldwell Valley in accordance with this Agreement and that certain Caldwell Valley Development Agreement dated effective October 17, 2013 ("Development Agreement") by and between Owner and City; and

WHEREAS the Parties desire to set forth specific development regulations and an approval schedule which shall apply to the development of the Property to the extent allowed by law. Such development regulations shall be known as the "Caldwell Valley Development Standards", a copy of which is attached as Exhibit "B", which may be amended from time to time in accordance with the procedural requirements set forth herein. And such approval schedule is attached as Exhibit "C" ("Approval Schedule"), which may be amended from time to time in accordance with the procedural requirements set forth herein.

NOW, THEREFORE, the Parties agree as follows:

I. Definitions.

1. "Individual Owners" means, collectively, all persons, entities and trusts (other than Primary Owner, Walton Caldwell Ranch, WCR Development Sub, Walton Austin Land, Walton Silver Crossing and Walton Premium Land) that own an undivided, tenant-in-common interest in any portion of the Caldwell Valley.
2. "Owner" means, collectively, (i) Primary Owner, (ii) Walton Caldwell Ranch, (iii) WCR Development Sub. (iv) Walton Austin Land, (v) Walton Silver Crossing, (vi) Walton Premium Land, (vii) Individual Owners, and (viii) any subsequent owner of real property comprising all or any portion of Caldwell Valley that is a successor or assignee of the rights and obligations of Owner in accordance with Article VI 9(a) of this Agreement.
3. "Primary Owner" shall mean initially, Walton Texas, LP, and any entity to which Walton Texas, LP, assigns its rights and obligations as Primary Owner in accordance with Article VI Section 9(b) of this Agreement.

II. Duties and Responsibilities.

1. County assigns and delegates to City the authority to approve all Vertical Building Improvements (defined below) and related permits and collect fees for such applications for areas of Caldwell Valley within the City's ETJ, so that City has exclusive jurisdiction to regulate such building permits in City's ETJ, to the extent allowed by applicable law. "Vertical Building Improvement" is defined as the construction or reconstruction of any above ground improvement (including, without limitation, any building or structure) or other development that exceeds twenty four inches (24") in height, but expressly excludes all roads, drainage facilities and underground utilities.
2. For all other development within Caldwell Valley except for development of Vertical Building Improvements described in Article II Section 1 above, County shall serve as the authority to fulfill the provisions of the Caldwell Valley Development Standards, including the authority to act as the coordinating entity for the review and approval process of development applications within Caldwell Valley.
3. County shall accept all fully completed applications (except applications for Vertical Building Improvements) for review in accordance with this Agreement

and the Caldwell Valley Development Standards, including but not limited to, preliminary plats, subdivision plats, and subdivision construction plans (the "Applications").

4. Owner, in coordination with County, shall forward a courtesy copy of all Applications to the City.
5. County shall confer with the Caldwell County 911 Addressing Division or the County's designated representatives concerning street names prior to final plat approval. Streets shall be dedicated to the County at the appropriate time.
6. County shall approve any Application that complies with this Agreement and the Caldwell Valley Development Standards as they may be amended from time to time.
7. County shall have exclusive jurisdiction over approval, permitting, regulation and inspection of individual on-site sewage facilities. Notwithstanding the foregoing Texas Commission on Environmental Quality ("TCEQ") shall have complete authority over the review and approval process of any wastewater treatment plant used to serve the Property.
8. Fire and emergency services shall be provided by the County or Emergency Services District No. 3.

III. Inspection and Approval of Subdivision Infrastructure.

1. Inspection and approval authority over road construction, stormwater drainage, water and wastewater facilities, and all other infrastructure within Caldwell Valley shall be the responsibility of County and/or the applicable utility provider, as described by the Caldwell Valley Development Standards.
2. County approval and acceptance of subdivision infrastructure in Caldwell Valley shall be granted if it complies with this Agreement and the Caldwell Valley Development Standards.

IV. Maintenance of the Subdivision Infrastructure.

1. For those portions of the Property located in City's ETJ, County shall be responsible for maintenance of the roads, bridges and their related appurtenances. County shall not be responsible for the maintenance of stormwater drainage facilities or water and wastewater facilities located in the City's ETJ. The maintenance of all stormwater drainage facilities located in the City's ETJ shall be the responsibility of a municipal utility district ("MUD") or homeowners association ("HOA"), as applicable. The applicable utility provider shall be responsible for maintenance of water facilities and wastewater facilities and all other utility service facilities situated within Caldwell Valley.
2. Upon annexation of the Property into City's full purpose jurisdiction, City shall be responsible for maintenance of all publicly dedicated and accepted roads

including their related appurtenances, all publicly dedicated and accepted stormwater drainage facilities, and any other publicly dedicated and accepted infrastructure.

3. County shall grant one or more easements to a MUD or HOA, as may be reasonably necessary, for purposes of maintaining, replacing or relocating drainage facilities located under public rights of way.

V. Development

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

VI. Miscellaneous.

1. General Administration. The Caldwell County Development Services Department Director or his or her representative shall be responsible for administering this Agreement on behalf of County.
2. Severability. Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or

ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be confined to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or ineffective.

3. No Third Party Beneficiaries. Prior to or simultaneously with the installation of the drainage facilities, nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties hereto, any benefits, rights, or remedies beyond any such benefits, rights, or remedies that may be created by Chapter 242, Local Government Code.
4. Duration. The term of this Agreement shall be from the date it is formally and duly executed by the Parties until such time as the Development Agreement is no longer in effect for Caldwell Valley, or by a written termination of the Agreement signed by all of the Parties (the "Term").
5. Preservation of Powers. Nothing in this Agreement is intended or shall be construed to limit the power or authority under applicable laws of a Party to adopt, modify, or enforce subdivision regulations in the ETJ, or to limit the power or authority of the Parties to make additional agreements under applicable laws as the Parties believe may be necessary or desirable as such enforcement or agreements affect land or areas outside the scope of this Agreement.
6. Notice. All notices sent pursuant to this Agreement shall be in writing and must be sent by registered or certified mail, postage prepaid, return receipt requested to each of the following:

(a) ***If to County:***

Bill Gardner (or his successors)
County Engineer
Caldwell County
1700 FM 2720
Lockhart, TX 78664
T: _____

(b) ***If to Owner:***

With copy to:
Walton Texas, LP, et. al.
c/o Walton Development & Management TX, LLC
515 Congress Avenue, Suite 1620
Austin, Texas 78701
Attention: Becky Collins
T: 512-347-7070

With copy to:

Walton International Group (USA), Inc.
4800 N. Scottsdale Road, Suite 4000
Scottsdale, AZ 85251
Attention: Wayne G. Souza, General Counsel
T: 480-586-9203

and an additional copy to:

Steven C. Metcalfe
Metcalfe Wolff Stuart & Williams, LLP
221 W. 6th Street, Suite 1300
Austin, Texas 78701
T: 512-404-2209

Either Party shall have the right from time to time to change their respective address, and shall have the right to specify as its address any other address within the United States of America, by delivering at least five (5) days written notice to the other Party in accordance with the requirements of this Article 6, Section 6.

7. Entire Agreement. This Agreement constitutes the entire agreement between County and Owner as it relates to the review and approval of subdivisions of any real property comprising all or any portion of Caldwell Valley. The Parties recognize the Development Agreement, which was authorized pursuant to Chapter 212.172 of the Texas Local Government Code and executed by the City and Owner, governs the relationship between the Owner and City and may be modified from time to time. The Parties agree that if there is a conflict between this Agreement and the Development Agreement as it solely relates to the review and approval process of subdivision applications in Caldwell Valley, this Agreement (as may be amended from time to time) shall prevail. The terms of the Development Agreement shall control with respect to any conflict involving other subject matter.
8. Amendment. This Agreement may be amended only by a written agreement signed and executed by an authorized representative of County and Owner, or all the then current Owners of all portions of Caldwell Valley (other than the individual owners of developed lots); provided, however, an Owner of a portion of Caldwell Valley (other than an end-buyer of a fully developed and improved lot) and the County may amend this Agreement as it relates solely to such Owner's real property without the joinder of any other Owner provided that the Primary Owner must be party to such amendment if the Primary Owner then owns any portion of Caldwell Valley. In addition, as long as the Primary Owner owns any land within Caldwell Valley, the Primary Owner and County may amend this Agreement without the joinder of any other landowner.
9. Assignment; Transferability.

- (a) Any Owner may assign its rights and obligations in and to this Agreement from time to time with respect to all or any portion of Caldwell Valley such Owner owns as of the date of the assignment to a purchaser of all or the respective portion of Caldwell Valley. Any such assignment must be in writing, must set forth the assigned rights and obligations of the assignor and assignee without purporting to modify or amend this Agreement (and any purported modification or amendment of this Agreement in such an assignment shall be ineffective unless it has been signed and executed by all necessary Parties in accordance with Article 6, Section 8) and must be executed by both the applicable Owner, as assignor, and the assignee. Owner shall provide County and Primary Owner notice of any and all such assignments, including a fully executed copy of the assignment. Upon such assignment or partial assignment, Owner shall be fully released from any and all obligations under this Agreement and shall have no further liability, with respect to the part of Caldwell Valley so assigned, except as to any default that occurred prior to the effective date of the assignment. In the case of nonperformance by one Owner (in such capacity, a "Nonperforming Owner"), County may pursue all remedies against the Nonperforming Owner but will not impede development activities of any other Owner as a result of the Nonperforming Owner's nonperformance.
- (b) Primary Owner may assign, in whole but not in part, its rights and obligations as Primary Owner so long as it owns any portion of the Property. Notice of all assignments of the rights and obligations of the Primary Owner shall be given to the County within fifteen (15) days after execution, and thereafter such notice shall be recorded in the real property records of the County. When Primary Owner, together with its affiliates, does not own any portion of the Property, the rights and obligations of the Primary Owner shall automatically terminate; and from and after such termination, this Agreement shall be interpreted without regard to such rights and obligations.
- (c) County shall not assign this Agreement, in whole or in part.
- (d) Owner and Owner's assignees shall have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of their respective lenders without the consent of County. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided County has been given a copy of the documents creating the lender's interest, including notice information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement and shall be given a reasonable time to do so in addition to the cure periods otherwise provided to the defaulting Owner by this Agreement; and County agrees to accept a cure offered by the lender as if offered by the defaulting Owner. A lender is not a Party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however,

this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.

- (e) County shall not collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of its rights, title, or interest under this Agreement without Owner's prior written consent.
- 10. Agreement Binds Succession and Runs with the Property. This Agreement shall bind and inure to the benefit of the Parties and their respective successors and assigns. The terms of this Agreement shall constitute covenants running with the land comprising Caldwell Valley and shall be binding on all future Owners of the real property comprising Caldwell Valley.
- 11. Additional Land. Any real property added to the Development Agreement shall automatically become subject to this Agreement without the necessity of any amendment or modification to this Agreement.
- 12. Interlocal Agreement. To the extent there is an Interlocal Agreement between the County and City, this Agreement shall be deemed a "subdivision agreement" thereunder.
- 13. Applicable Law; Venue. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in the County. Venue for any action to enforce or construe this Agreement shall be the County
- 14. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
- 15. Further Documents. Each Party shall, upon request of the other Party, execute and deliver such further documents and perform such further acts as may reasonably be requested to effectuate the terms of this Agreement and achieve the intent of the Parties.

[Signature Pages Follow]

[COUNTY SIGNATURE PAGE]

"COUNTY":

CALDWELL COUNTY, TEXAS

By: _____
Jordan Powell, Assistant District Attorney

Date: _____

By: _____
Ken Schawe, County Judge

Date: _____

OWNER SIGNATURE PAGES]

“WALTON TEXAS” AND “INDIVIDUAL OWNERS”:

WALTON TEXAS, LP, a Texas limited partnership,
in its capacity as an Owner of the Property on behalf of itself
and in its capacity as Operator authorized to enter into this
Agreement on behalf of all Individual Owners

By: Walton Texas GP, LLC,
a Texas limited liability company,
its General Partner

By: Walton International Group, Inc.,
a Nevada corporation,
its Manager

By: _____
Name: _____
Its: Authorized Signatory

By: _____
Name: _____
Its: Authorized Signatory

“WALTON CALDWELL RANCH”:

WALTON CALDWELL RANCH, LP,
a Delaware limited partnership

By: Walton Caldwell Ranch GP, LLC,
a Delaware limited liability company,
its General Partner

By: Walton Land Management (USA), Inc.,
a Delaware corporation,
its Manager

By: _____
Name: _____
Its: Authorized Signatory

By: _____
Name: _____
Its: Authorized Signatory

“WCR DEVELOPMENT SUB”

WCR DEVELOPMENT SUB, LP,
a Delaware limited partnership

By: Walton Caldwell Ranch Development GP, LLC,
a Delaware limited liability company,
its General Partner

By: Walton Caldwell Ranch Development, LP,
a Delaware limited partnership,
its Manager

By: Walton Caldwell Ranch GP, LLC,
a Delaware limited liability company,
its General Partner

By: Walton Land Management (USA), Inc.,
a Delaware corporation,
its Manager

By: _____
Name: _____
Its: Authorized Signatory

By: _____
Name: _____
Its: Authorized Signatory

“WALTON AUSTIN LAND”:

WALTON TX AUSTIN LAND LIMITED PARTNERSHIP,
an Alberta (Canada) limited partnership

By: Walton TX Austin Land Corporation,
an Alberta (Canada) corporation,
its General Partner

By: _____
Name: _____
Its: Authorized Signatory

By: _____
Name: _____
Its: Authorized Signatory

"WALTON SILVER CROSSING":

WALTON SILVER CROSSING LP,
an Alberta (Canada) limited partnership

By: Walton Silver Crossing Corporation,
an Alberta (Canada) corporation,
its General Partner

By: _____
Name: _____
Its: Authorized Signatory

By: _____
Name: _____
Its: Authorized Signatory

“WALTON PREMIUM LAND”:

Walton Premium Land Management I GmbH & Co. KG,
a limited partnership formed pursuant to the laws of the Federal Republic of Germany

By: Walton Europe Verwaltungs GmbH,
its General Partner

By: _____

Name: _____

Its: Authorized Signatory

EXHIBIT "A"

Property Description

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE THOMAS YATES SURVEY, ABSTRACT 313 SITUATED IN CALDWELL COUNTY, TEXAS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS BEING A PORTION OF THAT CERTAIN TRACT OF LAND DESCRIBED IN A DEED TO CALDWELL 405, LP, A TEXAS LIMITED PARTNERSHIP, EXECUTED ON OCTOBER 24, 2006 AND RECORDED IN VOLUME 478, PAGE 742 OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS, SAID TRACT BEING 380.2 ACRES OF LAND MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod found in the south right-of-way line of State Highway No. 21 at the northwest corner of said Caldwell 405, LP tract, being also the northeast corner of that certain called 13.022 acre tract of land described in a deed to Jack Turner, recorded in Volume 404, Page 279 of the Deed Records of Caldwell County, Texas, for the northwest corner and POINT OF BEGINNING of the herein described

380.2 acre tract of land;

THENCE, with the north line of said Caldwell405, LP tract, the following three (3) courses and distances, numbered 1 through 3,

1. Also being with the south line of said State Highway No. 21, N60°33'51 "E, a distance of 1412.88 feet to an iron rod found,
2. Also being with the south line of said State Highway No. 21, N65°12' 57"E, a distance of 483 .63 feet to an iron pipe found, and
3. Also being with the south right-of-way line of County Road No. 227, N65°44'15"E, a distance of 3736.30 feet to an iron pipe found at the northeast corner of said Caldwell 405, LP tract, being also at the intersection of the south right-of-way line of said County Road No.227 and the west Right-of-way line of F.M. Highway No. 2720, for the northeast corner of the herein described tract;

THENCE, with the east line of said Caldwell405 LP tract, being also the west right-of-way line of said F.M. Highway No. 2720, S42°12'50"E, a distance of 1758.42 feet to an iron rod found at the most easterly southeast corner of said Caldwell405 LP tract, being also the northeast corner of that certain called 100 acre tract of land described in a deed to Leona Jo Schaeffer and Clifton N. Schaeffer, recorded in Volume 128, Page 294 of the Deed Records of Caldwell County, Texas, for the most easterly southeast corner of the herein described tract;

THENCE, departing the west right-of-way line of said F.M. Highway No. 2720, with the south line of said Caldwell 405 LP tract, being also the north line of said Schaeffer tract, S47°34'05"W, a distance of 2482.54 feet to an iron rod found at the northwest corner of said Schaeffer tract, being also an interior corner of said Caldwell 405 LP tract;

THENCE, with an east line of said Caldwell 405 LP tract, being also the west line of said Schaeffer tract, S42° 19'47"E, a distance of 619.99 feet to an iron rod found at the most southerly southeast corner of said Caldwell405 LP tract, being also the northeast corner of that certain called 60.35 acre

tract of land described in a deed to Roland R. Holz, recorded in Volume 88, Page 318 of the Deed Records of Caldwell County, Texas;

THENCE, continuing with the south line of said Caldwell 405 LP tract, being also the north line of said Holz tract, S47°39'14"W, a distance of 707.05 feet to an iron rod found at the northwest corner of said Holz tract, being also the northeast corner of that certain called 60.35 acre tract of land described in a deed to Florence M. Holz Vickery, recorded in Volume 88, Page 318 of the Deed Records of Caldwell County, Texas

THENCE, continuing with the south line of said Caldwell 405 LP tract, being also the north line of said Vickery tract, S47°30'41"W, a distance of 701.29 feet to an iron rod found at the northwest corner of said Vickery tract, being also the northeast corner of that certain called 80.46 acre tract of land described in a deed to William Walter Holz, recorded in Volume 378, Page 47 of the Deed Records of Caldwell County, Texas;

THENCE, continuing with the south line of said Caldwell 405 LP tract, S47°35'29"W, a distance of 1,565.19 feet to a point that is 3.5 miles from the May, 2011 San Marcos city limit;

THENCE, departing the boundary of the Caldwell 405 LP, through the interior of the Caldwell 405 LP tract, being also common with the May, 2011 San Marcos 3.5 mile ETJ boundary, N 42°14'48"W, a distance of 1481.78 feet to a point 3.5 miles from the San Marcos city limit and 0.5 miles from the May, 2011 Uhland city limit;

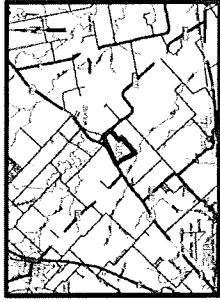
THENCE, along the arc with a chord bearing N86°54'39"E, and a distance of 558.72 feet having a radius of 2640.00' and a total length of 559.76 common with the Uhland 0.5 mile ETJ and the San Marcos ETJ as established in May, 2011 to the south west boundary of the Caldwell405 LP tract;

THENCE, with the southwest line of said Caldwell 405 LP tract, being also the east line of said Mattox tract, N29°29'14"W, a distance of 70.54 feet to an iron rod found at the northeast corner of said Mattox tract, being also the southeast corner of said Turner tract;

THENCE, continuing with the west line of said Caldwell 405 LP tract, being also the east line of said Turner tract, the following two (2) courses and distances, numbered 1 and 2,

1. N 19°22' 19"W, a distance of 680.44 feet to an iron rod found, and
2. N33°54'21"W, a distance of 1492.54 feet to the POINT OF BEGINNING and containing 380.2 acres of land.

**DESCRIPTION OF
380.2 ACRES
SITUATED IN THE
THOMAS YATES SURVEY ABSTRACT 313
CALDWELL COUNTY, TEXAS**



- LEGEND**
- BOUNDARY POINTS
 - 1/4 SECTION
 - 1/2 SECTION
 - 1/8 SECTION
 - 1/16 SECTION
 - 1/32 SECTION
 - 1/64 SECTION
 - 1/128 SECTION
 - 1/256 SECTION
 - 1/512 SECTION
 - 1/1024 SECTION
 - 1/2048 SECTION
 - 1/4096 SECTION
 - 1/8192 SECTION
 - 1/16384 SECTION
 - 1/32768 SECTION
 - 1/65536 SECTION
 - 1/131072 SECTION
 - 1/262144 SECTION
 - 1/524288 SECTION
 - 1/1048576 SECTION
 - 1/2097152 SECTION
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EXHIBIT "B"

Caldwell Valley Development Standards

[See attached]

**CHAPTER 1 OF
CALDWELL VALLEY DEVELOPMENT STANDARDS**

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ARTICLE I

REGULATIONS AND GUIDELINES

A. AUTHORITY

These Caldwell Valley Development Standards are adopted by the order of the Caldwell County Commissioners Court acting in its capacity as the governing body of the County of Caldwell, Texas, pursuant to appropriate statutes and regulations as provided by the Texas Local Government Code.

B. PURPOSE AND PRIORITIES

The purpose of this Chapter 1 is to set out new standards and procedures for the Subdivision of land located within Caldwell Valley. Furthermore, this Chapter 1 is to regulate the filing for record of Subdivision plats and to establish construction standards and other requirements pertinent thereto for Subdivisions within the boundaries of Caldwell Valley, for the promotion of health, safety and general welfare of the community.

1. In the event of invalidation of any of the provisions of this Chapter 1 by a court of competent jurisdiction, all other provisions of this Chapter 1 shall remain in full force and effect.
2. During the Term of this Agreement, unless mandated by state, County or federal regulations, City and County shall not impose any other requirements or standards on the Project which are not applicable in City's extra-territorial jurisdiction ("ETJ") as of the date of this Agreement, unless indicated in this Chapter 1.

ARTICLE II

DEFINITIONS

Any office referred to in this Chapter 1 by title means the person employed or appointed by City or County in that position, or their duly authorized representative. Definitions not expressly prescribed herein are to be construed in accordance with customary usage in municipal planning and engineering practices or as defined in the Development Agreement. For the purpose of this Chapter 1, the following terms, phrases, words, and their derivations shall have the meaning ascribed to them in this Section.

“Acceptance Letter” shall mean written approval by the applicable Entity.

“Applicant” shall mean any owner, developer, person or entity engaging in Subdivision of property or applying for any permit, approval, variance or waiver under this Chapter 1.

“County” shall mean Caldwell County, Texas a political subdivision of the State of Texas.

“County Administrator” shall mean the person or entity engaged by County to serve in the capacity of County’s chief administrative officer.

“Engineer” shall mean a person duly authorized under the provisions of the Texas Engineering Registration Act, as heretofore or hereafter amended, to practice the profession of engineering.

“Entity” shall mean the applicable governmental entity responsible for final inspections.

“Floodplain” shall mean the area subject to inundation by water from the designated storm frequency. A Floodplain is established on a defined drainage way once the drainage basin includes more than 200 acres of land.

“Lot or Tract” shall mean an undivided tract or parcel of land having frontage or access by easement to a public or private street and which is, or in the future may be, offered for sale, conveyance, transfer, or improvement, which is designated as a distinct and separate tract and/or which is identified by a tract or Lot number or symbol on a duly approved Subdivision plat which has been properly recorded.

“May” shall mean permissive.

“On-Site Sewage Facility (OSSF) Permit” shall mean a permit issued by County for the purpose of providing wastewater treatment services through an authorized septic system for Temporary Housing.

“Shall” shall mean mandatory.

“Should” shall mean a recommendation and is not mandatory.

“Subdivision” shall mean the division of any lot, tract, or parcel of land, within Caldwell Valley, into two or more Lots or sites for the purpose of sale, financing or building construction, including re-Subdivision of land for which a plat has been recorded.

“Surveyor” shall mean a Licensed State Land Surveyor or a Registered Public Land Surveyor, as authorized by the State statutes to practice the profession of surveying.

“Will” shall mean mandatory.

ARTICLE III

GENERAL SUBDIVISION STANDARDS

A. GENERAL REQUIREMENTS

Any Applicant who subdivides a tract of land shall:

1. comply in all respects with this Chapter 1;
2. prepare and submit to County a Subdivision application for approval of the proposed Subdivision in accordance with the terms and procedures set forth in this Chapter 1;
3. not occupy a Dwelling Unit until all roads, water, sewer and drainage facilities are constructed in accordance with this Chapter 1. Notwithstanding the foregoing, a site used for the purposes of Temporary Housing shall be allowed to occupy such site without compliance with this Section; and
4. comply with the "Parks, Trails and Open Space Plan" from the Caldwell Valley Development Agreement.

B. SUBDIVISION APPROVAL PROCESS

No Subdivision of property shall be allowed until the Applicant has satisfied each of the following steps in the order indicated:

1. approval of a Preliminary Plat by the County Commissioners Court, unless otherwise allowed by Article VI Section A, Subsection 2; and
2. approval of a Final Plat by the County Commissioners Court, unless otherwise allowed by Article IV.

C. WASTEWATER PERMITS

Except for Temporary Housing, no OSSF Permits shall be issued for any parcel of land unless that property is in compliance with the requirements of this Chapter 1.

D. SUBDIVISION THAT FRONTS ON ANY STATE HIGHWAY OR COUNTY ROAD

Owner must provide County a letter from TxDOT evidencing approval of the Preliminary Plat and Final Plat when the Subdivision is adjacent to any State road.

ARTICLE IV

EXEMPTIONS

A. EXEMPTIONS FOR THE PLATTING REQUIREMENTS

1. The subdivision of a tract of land shall be exempt from the platting requirements of this Chapter 1 if an Owner of a parcel divides the parcel into two or more parts and all of the resulting parcels: (i) are more than five (5) acres, (ii) have access to a public street and (iii) no public improvements are being dedicated.
2. An Applicant that claims an exemption under Section A.1. of this Article shall demonstrate to County that a parcel is excepted under this Section from the requirement to plat. An Applicant shall provide County with the current deed to the property, an adequate legal description, and proof of ownership.
3. If County exempts a parcel from the requirements to plat, County shall certify the parcel's exemption in writing.

B. TEMPORARY EXEMPTION FROM PLATTING REQUIREMENTS

1. County shall temporarily exempt a parcel of land from the requirement to plat if County determines that the sole use of the parcel is for Temporary Housing.
2. Upon Applicant's evidencing to County Administrator its intent to install Temporary Housing, County Administrator shall issue a letter recognizing the exemption to plat such Temporary Housing.

ARTICLE V

VARIANCES

A. CONSIDERATION BY COUNTY

1. Any owner of property affected by these rules may make written application for a variance from compliance with any specific rule or requirement. Any such application for a variance shall be submitted independently or processed with an application for Subdivision.
2. County Administrator or County Engineer may authorize a variance from these regulations when, upon a finding, the variance will result in an equal or better situation than the original requirement or is a reasonable standard of practice.
3. The person requesting the variance shall provide information as reasonably required for the County Administrator or County Engineer to consider the effects of granting the variance.

B. CRITERIA FOR GRANTING A VARIANCE

No variance may be granted unless the Commissioners Court or County Engineer finds that:

1. there are special circumstances or conditions affecting the land involved, such that the strict application of the provisions of this Chapter 1 would deprive the Applicant of the reasonable use of their property; or
2. the variance is necessary for the preservation and enjoyment of a substantial property right of the Applicant; or
3. the granting of the variance will not have the effect of preventing the orderly subdivision of other land in the area in accordance with the provisions of this Chapter 1.

C. APPLICATION PROCEDURE

1. All requests for a variance shall be made when the Applicant identifies the need for a variance.
2. If a variance is requested subsequent to the submission of a Subdivision application, including Preliminary Plat application, then County may add fifteen (15) days for review of the variance to the normal schedule of Subdivision review.
3. The request for a variance made to County Engineer shall be submitted to County Administrator. County Administrator shall promptly deliver such request for variances to County Engineer within five (5) working days of receiving such request.

4. If the variance request complies with the requirements of Section B of this Article, County Engineer shall approve such variance request.
5. A request for variance to the County Commissioners Court shall be submitted to County Administrator no later than fifteen (15) working days prior to the County Commissioners Court meeting at which approval is being sought.
6. Such findings of the County Commissioners Court, together with the specific facts upon which such findings are based, shall be incorporated into the official minutes of the County Commissioners Court meeting at which such variance is granted.
7. Denial of a variance by County Engineer may be appealed to the County Commissioners Court for consideration.

D. FEES

Each request for variances shall be in accordance with County fees in effect at the time of the request.

ARTICLE VI

REQUIREMENTS FOR PRELIMINARY PLATS

A. PRELIMINARY PLAT REQUIREMENT

1. A Preliminary Plat must be approved before a Final Plat may be approved, except as provided in Subsection (2).
2. A Final Plat may be approved without a Preliminary Plat if each Lot abuts an existing dedicated public street and County Engineer determines that:
 - i. a new street or an extension of a street is not necessary to provide adequate traffic circulation;
 - ii. rights of way necessary to provide adequate access to each Lot exists; and
 - iii. drainage facilities are not necessary to prevent flooding, or if necessary, the Applicant shall submit construction plans for such drainage facilities.
3. One or more Preliminary Plats for Caldwell Valley shall be permitted.
4. An approved Preliminary Plat will remain in effect for the Term of this Agreement, regardless of whether all or any portion of Caldwell Valley is annexed and zoned.

B. APPLICATION FORM AND CONTENT

1. The Applicant shall provide ten (10) 24"x 36" copies of the Preliminary Plat and ten (10) copies of a maximum size of 11" x 17" of the Preliminary Plat.
2. All submissions to County pursuant to this Chapter 1, including amendments or supplemental materials, shall be accompanied by a letter of transmittal indicating:
 - i. the name, address and phone number of owner of the tract of land being subdivided and, if different, the developer or Applicant;
 - ii. the name, address and phone number of any person submitting the materials on behalf of owner;
 - iii. the name of the proposed Subdivision;
 - iv. the size and location of the property to be subdivided;
 - v. a detailed description of the requested actions; and
 - vi. a list of any variances required to this Chapter 1.

C. GENERAL INFORMATION

The Preliminary Plat shall include the following general information:

1. name of the proposed Subdivision, which shall not be the same or deceptively similar to any other subdivision within County unless the Subdivision is an extension of a pre-existing contiguous subdivision;
2. boundary lines and total acreage of the land to be subdivided;
3. a list of non single-family Lots and respective acreage within the proposed Subdivision;
4. location and acreage of any proposed parks, squares, greenbelts, open space, schools, or other public use facilities and acreage of roads, private or public;
5. names of adjoining subdivisions or owners of property contiguous to the proposed Subdivision;
6. name and address of the Surveyor and/or Engineer;
7. name and address of owner, and developer or Applicant if not owner;
8. location map showing general location of Subdivision in relation to major roads, topographic features, etc;
9. north arrow, scale and date. The scale shall not exceed 1" = 200'. If more than one sheet is required, an index should be provided;
10. boundary lines of the incorporated city and the limit of the extraterritorial jurisdiction of City, where applicable;
11. indicate the school district in which the Subdivision is located. In the event any Lot lies within more than one school district, then the plat shall clearly state the number of acres within the Lot(s) that lie(s) within each school district;
12. indicate location of any existing structures (wells, cemeteries, etc.) in the Subdivision, on the plat; and
13. name of parent survey and acreages.

D. FLOODPLAIN INFORMATION

A Preliminary Plat shall include the following floodplain information:

1. elevation contours of no greater than ten foot intervals shall be shown on the plat;
2. all special Flood Hazard areas identified by the most current Flood Insurance Rate Maps published by the Federal Emergency Management Agency "FEMA";
3. each Lot containing the 100 year Floodplain shall have marked on the plat sufficient additional contours to identify and delineate the 100 year Floodplain and regulatory floodway, if any. If base flood elevations have not been established, they shall be

established by an engineering study provided by an Engineer working on behalf of the Applicant;

4. any Subdivision containing the 100 year Floodplain shall be marked on the plat the flood datum affixed at or near the 100 year flood elevation;
5. a drainage plan depicting the anticipated flow of all drainage onto and from the Subdivision and showing all major topographic features on or adjacent to the property including all water courses, 100 year Floodplain boundaries, ravines, bridges and culverts;
6. the location of on-site retention or detention ponds and drainage easements and the impact of Lot and street layouts on drainage for 100 year Floodplain; and
7. depiction of all streams, rivers, ponds, lakes, other surface water features or any Sensitive Features, (as defined by the Texas Commission on Environmental Quality (“TCEQ”) in 30 Texas Administrative Code 213.3 “Regulations”) and a statement certified by the Surveyor or Engineer under his or her professional seal that, to the best of his, or her knowledge, the plat accurately reflects the general location (or absence) of all such features in accordance with the terms of the Regulations.

E. STREET AND RIGHT-OF-WAY INFORMATION

The Preliminary Plat shall include the following street and right-of-way information:

1. location, length and right-of-way widths of all proposed streets and depiction of how all proposed streets shall connect with previously dedicated, platted or planned streets within the vicinity of the Subdivision;
2. location, size and proposed uses of proposed access easements, or shared access driveways, if any;
3. a statement indicating maintenance of the roads shall be the responsibility of the County in which the roads are constructed;
4. a proposed Preliminary Plat shall satisfy the requirements relating to alignment of streets and shall contain a written certification from an Engineer that the location and dimensions of streets as set forth and laid out on the Preliminary Plat are in accordance with this Chapter 1;
5. names of all streets; and
6. indicate the pavement widths planned for each right of way.

F. WASTEWATER INFORMATION

1. An appropriate statement will be placed on the plat indicating the provider of wastewater service for all Lots within the Subdivision.

2. For Temporary Housing if a State approved disposal wastewater system is not provided, the Applicant of the proposed Temporary Housing shall comply with the County and State regulations in effect for installation of an OSSF or temporarily pump and haul wastewater to an approved treatment facility.

G. UTILITIES INFORMATION

1. A signed letter from each entity supplying utilities to the Subdivision shall be provided to County. Such letter shall indicate the utilities' intent to serve the Subdivision.
2. The general location of proposed utility and/or infrastructure easements, including water well sanitary easements, shall be shown.
3. Utilities must meet the requirements of Article X.

H. CHANGES TO AN APPROVED PRELIMINARY PLAT

1. Except as provided in Article VI H.2, County Commissioners Court approval is required for a change to an approved Preliminary Plat.
2. County Engineer may approve a minor deviation from an approved Preliminary Plat if County Engineer determines that the minor deviation complies with the requirements of Article VI H.3. An Applicant shall identify the proposed minor deviation on a copy of the Preliminary Plat submitted to County Engineer. A formal application is not required.
3. The County Commissioners Court must review and may approve a revision to an approved Preliminary Plat if the County Commissioners Court determines that the revision is to:
 - i. remove a property restriction from a Preliminary Plat;
 - ii. modify a common area, green space, or other open space shown on the Preliminary Plat; or
 - iii. materially change the street layout.
4. Minor deviations are those items not listed as revisions under Article VI H.3.
5. County Administrator shall provide the County Commissioners Court with all previously approved minor deviations before the County Commissioners Court considers approval of a revision for the same area affected by a proposed change.

I. APPLICATION REVIEW AND APPROVAL PERIOD

1. The application review and approval period for a Preliminary Plat shall be governed by Exhibit "C" of this Agreement.
2. The County Commissioners Court shall approve a Preliminary Plat if it satisfies the requirements set by this Chapter 1.

J. FEES

Each request for Preliminary Plat approval shall be in accordance with County fees in effect at the time of the request.

ARTICLE VII

REQUIREMENTS FOR FINAL PLATS & SUBDIVISION CONSTRUCTION PLANS

A. FINAL PLAT REQUIREMENT

1. A proposed Final Plat shall comply with the requirements of the approved Preliminary Plat and this Chapter 1
2. An Application for approval of a Final Plat may include all or a portion of the land included in an approved Preliminary Plat.

B. APPLICATION FORM AND CONTENT

1. The Applicant shall provide ten (10) 18" x 24" copies of the Final Plat and three (3) copies of complete construction plans to County Administrator.
2. Submissions to County pursuant to this Chapter 1 shall be accompanied by a letter of transmittal indicating:
 - i. the name, address and phone number of owner of the tract of land being subdivided and, if different, the developer or Applicant;
 - ii. the name, address and phone number of any person submitting the materials on behalf of owner;
 - iii. the name of the proposed Subdivision;
 - iv. the size and location of the property to be subdivided;
 - v. a detailed description of the requested actions; and
 - vi. a list of any variances required to this Chapter 1.
3. The Applicant shall provide a tax certificate showing that taxes currently due with respect to the property have been paid.

C. GENERAL INFORMATION

1. A Final Plat shall contain the following information:
 - i. bearings and dimensions of the boundary of the Subdivision and all Lots (including parks, green belts, open space). Easements may be shown relative to annotated Lot or boundary lines. Dimensions shall be shown to the nearest one-hundredth of a foot (0.01') and bearings shall be shown to the nearest one second of angle (01"). The length of the radius and arc of all curves, with bearings and distances of all chords, shall be clearly indicated; description of monument used to mark all boundary, Lot and

block corners, and all points of curvature and tangent on street rights of way;

- ii. location of original survey line. The Subdivision shall be located with respect to an original corner of the original survey of which it is a part;
 - iii. Lot numbers and block letters for each Lot;
 - iv. dimension of each Lot;
 - v. location of building lines and easements;
 - vi. location, size and proposed uses of proposed access easements or shared access easements, if any;
 - vii. total area of all common areas to be dedicated to a municipal utility district or home owners association; and
 - viii. acreage of all Lots, calculated to the nearest one-hundredth of an acre.
2. Applicable utility providers must provide a letter indicating their intent or agreement to serve the Subdivision.
 3. A letter must be provided from the applicable emergency service providers indicating their approval of the Subdivision.

D. FLOODPLAIN AND DRAINAGE INFORMATION

1. For Lots intending to be occupied or built which contain 100 year Floodplain, benchmarks and minimum finished floor elevations of each Lot shall be shown on the Final Plat.
2. Any Subdivision within or adjoining the Floodplain will require the Applicant to place a permanent monument (brass disk) with the flood datum (a benchmark) at or near the 100 year Floodplain.
3. Building in the floodway is prohibited.
4. Building in the Floodplain is restricted to engineering design that will give evidence that it will not increase the 100 year flood elevation. An Engineer must verify this fact by submitting a "No-Rise Certification" to County. No buildings are allowed within the floodplain as identified by FEMA FIRM maps, or as modified by any Conditional Letter of Map Revision ("CLOMR") or a Letter of Map Revision ("LOMR").

E. STREET AND RIGHT-OF-WAY INFORMATION

1. The Final Plat shall include the following street and right-of-way information:

- i. location, length and right-of-way widths of all proposed streets and depiction of how all proposed streets shall connect with previously dedicated, platted or planned streets within the vicinity of a Subdivision.
 - ii. total length of all streets, to the nearest one-tenth mile;
 - iii. total acreage of all public or private street and rights-of-way;
 - iv. names of all streets; and
 - v. the County in which the streets are constructed shall be responsible for maintenance in accordance with the applicable regulations.
2. No single-family residential Lot shall have a driveway access from a numbered County road or a State maintained highway.

F. CONSTRUCTION PLANS

1. Construction plans shall include the following information;
 - i. three (3) copies of complete construction plans, specifications and engineering calculations for streets, and drainage improvements to be constructed, are required to be submitted with the Final Plat. Construction plans must be one hundred percent (100%) complete at the time of submittal. Any incomplete sets of construction plans shall be returned unreviewed;
 - ii. the construction plans shall be submitted on standard 24" x 36" sheets;
 - iii. each sheet of the construction plans shall contain a title block, including space for the notation of revisions. The title block shall be placed on the cover sheet and shall clearly note the date and nature of each revision;
 - iv. each sheet of the construction plans shall include north arrow, scale, date, and benchmark description to U.S.G.S. datum;
 - v. each construction plan sheet shall bear the seal and signature of the Engineer responsible for the design and preparation of the plans and sheets;
 - vi. at a minimum, a plan and profile of each street with stationing, top of curb grades, natural ground and finished grade elevations at the right and left rights of way and at the street centerline. The typical cross-section of proposed streets shall show the width of roadways, pavement type and location and width of sidewalks;
 - vii. at a minimum, a plan and profile of proposed sanitary sewers with stationing, grades and pipe sizes indicated and showing locations of

manholes, cleanouts, etc., and a plan of the proposed water distribution system showing pipe sizes and location of valves, fire hydrants and fittings. Applicable construction details shall be included with the construction plans;

- viii. include a general location map of the Subdivision showing the entire watershed and the limits of all on-site and off-site storm water draining to the project;
 - ix. include calculations showing the anticipated storm water flow, including watershed area, percent runoff, runoff factors, storm intensity and time of concentrations showing basis for design; and
 - x. include a plan and profile of proposed storm sewers and channels, showing stationing, hydraulic data, grade lines, grades and sizes, manholes, inlets, pipe connections, outlet structures, etc.
2. Include a detailed plan for any bridges, culverts, catch basins, and other drainage structures or any other improvements to be made and shall include:
- i. open channel or storm drain grades, design flow, design velocity, capacity and hydraulic grade line;
 - ii. a plan and profile of all culverts under any street with the design flow of water, headwater and tailwater depth and tail water velocity;
 - iii. the size of all driveway culverts to carry the design flow of water at each point of installation;
 - iv. typical ditch sections and the width of any right-of-way or easement needed; and
 - v. a summary sheet of all drainage facilities.
3. Any proposed changes in topography shall be shown by contour lines on a basis of five (5) foot intervals in terrain with a slope of five (5) percent or more and on a basis of one (1) foot intervals in terrain with a grade less than five (5) percent.
4. An erosion control plan that is in compliance with State and Federal guidelines shall be included with the construction plans.

G. FISCAL SECURITY

1. The amount of fiscal security posted by an Applicant shall equal one hundred percent (100%) of the estimated construction cost of the road and drainage infrastructure improvements not completed at the time of plat recordation. The Applicant shall submit the required security to the County for paving and drainage within the street ROW's.

2. An Engineer shall provide the construction cost estimate of the infrastructure not completed at the time of plat recordation to the County Engineer for approval.
3. The Applicant shall either:
 - i. deposit cash, or other instrument readily convertible into cash at face value with either the County or escrow with a bank or savings and loan institution; or
 - ii. provide a letter of credit from a bank or other reputable institution. This letter shall be submitted to the County, and shall certify: (i) that the creditor does guarantee funds equal to 100% of the estimated construction costs of the Subdivision infrastructure improvements not completed at the time of recordation of the plat, (ii) in case of failure on the part of the Applicant to complete the specified improvements, the letter of credit may be called by the County, and (iii) the letter of credit may not be withdrawn, or reduced in amount, until approved by the County.
4. Upon issuance of the final acceptance letter, the County will release or direct the escrow bank to release the fiscal surety.

H. RECORDATION

1. A Final Plat shall not be recorded until:
 - i. the County Commissioners Court has approved the Final Plat, and construction plans, and;
 - ii. the Applicant constructs all of any road and drainage infrastructure improvements within 36 months after County Commissioners Court approves the Final Plat and construction plans; or
 - iii. the Applicant posts fiscal security with the County for any improvements shown on the approved construction plans which are not completed.
2. County Administrator shall have the approved plat recorded in each County where land included in the plat is located.

I. APPLICATION REVIEW AND APPROVAL PERIOD

1. The application review and approval period for a Final Plat shall be governed by Exhibit "C" of this Agreement.
2. The County Commissioners Court shall approve a Final Plat if it satisfies each of the requirements set forth by this Chapter 1.

J. RECORD PLAT

Two (2) duplicate 18" x 24" photographic mylars shall be presented to the County Clerk for recording the Final Plat. All writing and drawings on the Final Plat must be large enough to be easily legible following recording, and legible at 50% photocopy reduction.

K. FEES

Each request for Final Plat and construction plan approval shall be in accordance with County fees in effect at the time of the request.

ARTICLE VIII

REPLAT, VACATION OR AMENDMENT OF A SUBDIVISION PLAT

A. VACATION OF PLAT, REPLAT AND AMENDMENT OF PLAT

1. Any plat, replat or amended plat previously recorded with the County Clerk may be vacated by the property owner(s) at any time prior to the sale of any Lot by filing a written, signed, and acknowledged instrument declaring the same to be vacated and recorded with the County Clerk.
2. The Applicant shall be required to notify by certified or registered mail, return receipt requested, owners of property adjacent to the area to be re-platted.
3. The County Commissioners Court shall adopt and order to permit the plat vacation, replat or amended plat ("Modified Plat") if it is shown to the County Commissioners Court that;
 - i. the Modified Plat will not interfere with the established rights of any owner of a part of the subdivided land, or
 - ii. each owner whose rights may be interfered with has agreed to the Modified Plat.
4. A Modified Plat shall be recorded and controls over a previously recorded plat without vacation of that plat if the Modified Plat is signed and acknowledged by Owner of the property being platted, and is approved, after public hearing on the matter, by the County Commissioners Court. The action of a Modified Plat cannot amend or remove any covenants or restrictions of the original plat.
5. The County Commissioners Court shall approve and issue an amended plat that complies with Chapter 212 of the Local Government Code.

B. APPLICATION REVIEW AND APPROVAL PERIOD.

1. The application review and approval period for any Modified Plat shall be governed by Exhibit "C" of this Agreement.
2. The County Commissioners Court shall approve a Modified Plat if it satisfies each of the requirements set by this Chapter 1.

C. FEES

Each request for a Modified Plat shall be in accordance with County fees in effect at the time of the request.

ARTICLE IX

ROAD CONSTRUCTION AND DRAINAGE REQUIREMENTS

A. GENERAL REQUIREMENTS

1. Streets to be constructed shall meet the minimum design requirements set forth in Table #1 below.

Table 1 Summary of Roadway Standards

Function Classification		Alley	Local	Residential Collector	Neighborhood Collector	Arterial
1	Centerline Intersection Angle – Maximum	80°-100°	80°-100°	80°-100°	80°-100°	80°-100°
2	Centerline Intersection Offset ⁽¹⁾ - Minimum	-	125'	125'	125'	200'
3	Centerline Intersection Spacing ⁽²⁾ – Maximum	-	1,200'	1,200'	1,500'	NA
4	Centerline Intersection Spacing ⁽²⁾ - Minimum	-	130'	150'	250'	300'
5	Centerline Radii – Minimum	-	198'	333'	333'	1,039'
6	Centerline radius with Knuckle	-	50'	NA	NA	NA
7	Cul-de-sac Length – Maximum	-	700'	NA	NA	NA
8	Cul-de-sac Pavement Radii ⁽³⁾ – Minimum	-	40'/50'	NA	NA	NA
9	Cul-de-sac ROW Radii ⁽³⁾ – Minimum	-	50'/60'	NA	NA	NA
10	Curb Radii at intersections – Minimum	15'	20'	25'	25'	25'
11	Design Speed	-	25 MPH	30 MPH	30 MPH	45 MPH
12	Driveway permitted	Yes	Yes	Yes	Yes	Restricted ⁽⁸⁾
13	Flag lot width ⁽⁴⁾ – Minimum	-	5'	5'	5'	5'

14	Flag lot width ⁽⁵⁾ – Minimum	-	15'	15'	15'	15'
15	Grade Maximum	11%	11%	10%	10%	8%
16	Lanes - Number	1-2	2	2	2	2-4
17	Medians allowed	No	Yes	Yes	Yes	Yes
18	Parking On Street Allowed	No	Yes	Yes	Yes	No
19	Street Paving Width (face to face)- Minimum	15'	28'	30'	36' ⁽⁶⁾	48' ⁽⁶⁾
20	Street ROW Width - Minimum	20'	50'	60'	70' ⁽⁷⁾	86' ⁽⁷⁾
21	Tangent Between. Curves – Minimum	-	0'	100'	150'	250'

(1) Two streets intersecting another street from opposite sides – does not apply on divided road without median opening.

(2) Two streets intersecting another street from the same side – does not apply on divided road without median opening.

(3) The higher radii shall be provided when the cul-de-sac provides public access to a park, a paseo, or any facility that will trigger a higher use than a residential cul-de-sac.

(4) For instances when an access easement is provided for all flag lots in question.

(5) For a single lot when no access easement is provided.

(6) The Street ROW Width Minimum will increase 5 feet per bike lane added.

(7) The Street Paving Width Minimum will increase 5 feet per bike lane added.

(8) No single-family driveways are permitted on Arterials.

2. All streets shall be named. Naming and addressing of all streets shall be coordinated through the County 911 addressing program.

B. COMPLIANCE, INSPECTION AND TESTING

1. All Subdivision roads and drainage improvements constructed by the developer must be designed in accordance with the requirements of this Article IX and subject to the variance procedure set forth in Article V above. Three (3) complete sets of approved

Subdivision construction plans including the approved Final Plat will be submitted to County Administrator.

2. The Applicant shall pay an inspection fee to County to inspect the applicable wastewater, drainage and paving infrastructure shown in the construction plans as it is being performed to assure compliance with this Chapter 1. This fee shall be in accordance with County fees in effect at the time of the request. All County inspectors shall perform their duties under the direct supervision of County Engineer in compliance with TCEQ regulations governing municipal utility districts' issuance of bonds.
3. Failure to comply with any testing required or failure to obtain the tests required before proceeding with the next phase of the work shall cause a determination of non-compliance of the Applicant with this Chapter 1.
4. Determination of non-compliance caused by failure to obtain the tests and inspection may only be corrected by:
 - i. complete removal of the work and reconstruction in conformance with these Chapter 1 requirements; or
 - ii. testing or representative samples taken by core drilling or by removal of specified sections to reach the areas to be tested; or
 - iii. any reasonable method that will prove complete compliance with this Chapter 1, which is approved in writing, by County Engineer.
5. The cost of work, repairs, or testing shall be at the expense of the Applicant, and all such work, repairs or testing shall be as follows:
 - i. in accordance with approved construction plans;
 - ii. performed by a person or firm qualified to produce and furnish accurate results.
6. Applicant shall give County at least one (1) working day notice of any requested inspections.
7. Geotechnical soil testing shall be taken at least every 500 feet to determine that the roadway meets these standards. Testing shall be under the supervision of a geotechnical Engineer.

C. MINIMUM REQUIREMENTS

When utility lines extend across a roadway, they shall be installed, or appropriately sleeved, prior to the placement of base so that the road bed is not disturbed subsequent to road construction.

D. DRAINAGE

1. Drains, drainage structures, and appurtenances shall be designed by an Engineer.
2. Drainage calculations shall be made using an accepted method approved by County Engineer. Drainage systems shall be designed for a 25 year frequency storm, with the 100 year frequency storm contained within the street rights-of-way, and shall be subject to the approval of County Engineer.
3. Minimum drainage pipe diameter under public streets is 18"; and 12" under private streets. Drainage structures shall be backfilled in accordance with City of Austin Standard Specifications.
4. Pipe ends will be protected by safety end treatments, headwalls, riprap, or other concrete structures as approved by County Engineer.
5. Drainage easements shall be shown to scale.
6. Appropriate data and calculations shall be presented to County Engineer upon submission of Subdivision construction plans.
7. Detention and retention ponds shall be designed and constructed to mitigate for the 2, 25, and 100 year storms. There may not be a greater runoff rate from the property after the development than there was prior to development for these storm events.
8. All developments must complete, and have approved by County Engineer, an erosion and sedimentation control plan, a storm water pollution prevention plan, and/or any other related Federal or State required design regarding stormwater.

E. PAVEMENTS

Subgrade, base and pavements shall be designed and constructed in accordance with recommendations made by a geotechnical Engineer.

F. TRAFFIC SIGNS

1. Signs and guard posts shall be installed in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways and as directed by County Engineer.
2. County Engineer shall approve to the placement of traffic signs or guard rails. Traffic signs, guardrails and other traffic control devices shall be shown on the construction plans.

G. (INTENTIONALLY DELETED)

H. SPEED LIMIT SIGNS

1. Speed limit signs shall be posted as shown on the construction plans.
2. Posted speed limits in Subdivisions shall be 5 M.P.H. lower than the design speeds listed in Table 1 Article IX. A. 1.

3. Speed limit signs shall be 18" x 24" "Engineer Grade Reflective Sheeting" on aluminum.

I. SIGN POSTS

Developer reserves the right to use a decorative sign post as long as it meets the minimum standards of the current Texas Manual on Uniform Traffic Control Devices (TMUTCD).

J. FINAL INSPECTION AND ACCEPTANCE

1. Before final acceptance of the wastewater, drainage and streets in the Subdivision, the design Engineer shall issue a letter to the Entity stating that he has made an observation of such improvements and recommends acceptance by said Entity. Along with this letter, the design Engineer shall submit one set of record drawings showing the work to be accepted by the Entity.
2. Upon completion of drainage, roads, streets and other facilities intended for the use of the public, the Applicant shall request, in writing, that the design Engineer, County Engineer and the Entity Engineer conduct a final inspection.
3. County Engineer shall, within 15 days of receiving a request for final inspection, inspect the work for compliance with the approved construction plans.
4. County Engineer shall notify the Applicant, Applicant's Engineer and the County Commissioners Court in writing as to the acceptance or rejection of the improvements. City Engineer shall reject such improvements if the improvements fail to comply with the standards and specifications contained herein. If County Engineer reasonably rejects such improvements County Engineer shall provide a punch list to the Applicant denoting items remaining to be completed. The Applicant shall have 30 days to correct the defective work. If County Engineer rejects such improvements, following subsequent attempts to satisfy the requirements of this Chapter 1, the County Commissioners Court may proceed to enforce the guarantees provided for in this Chapter 1.
5. When all work is found to be in compliance, and the Maintenance Bond, identified in Article IX L, is provided, County Engineer's written recommendation to accept the construction will be sent to the applicable municipal utility district, Applicant and the Applicant's Engineer.
6. Upon final approval, title to all wastewater and drainage infrastructure shall be conveyed to the applicable municipal utility district. The street infrastructure shall be dedicated to the County.

K. GUARANTEE AGAINST DEFECTIVE WORK

1. Applicant's contractor shall provide a maintenance bond warranting the Subdivision infrastructure for a period of two (2) years following completion of the construction activities and acceptance of the work by the Entity.

2. The warranty shall bind the Applicant's contractor to correct and repair any defects in materials, workmanship (including backfills) or design inadequacies, discovered within the two (2) year warranty period.
3. The Applicant shall cause its contractor to correct at its own expense, such defects within 30 days after receiving written notice of such defects from the Entity. Should the Applicant fail or refuse to correct such defects within the said 30 day period or to provide acceptable assurances that such work will be completed within a reasonable time thereafter, the Entity may correct or cause to be corrected any such defects at the expense of the Applicant or by using funds from the Maintenance Bond.

L. MAINTENANCE BONDS

1. The Applicant's contractor shall execute a maintenance bond or bonds in the total sum of ten percent (10%) of the infrastructure construction cost being conveyed to an Entity guaranteeing the work and the warranties ("Maintenance Bond"). The Subdivision or development will not be accepted by the Entity until such bonds are furnished.
2. The surety company underwriting the bonds shall be acceptable if on the latest list of companies holding certification of authority from the Secretary of the Treasury of the United States and shall be licensed to write such bonds in the State of Texas.
3. Upon receipt of an acceptable maintenance bond the Entity will issue a final acceptance letter to the Applicant. After the final Acceptance Letter is issued, the Entity will monitor the constructed facilities.
4. If failures appear during the warranty period, the Applicant or the Applicants contractor will be notified for corrections.
5. On the completion of the two (2) year warranty with no outstanding warranty claims, the Entity shall issue the Applicant or Applicant's contractor a letter of bond release.

M. PRIVATE ROADS AND STREETS IN A SUBDIVISION

An Applicant reserves the right to plat private streets with the intent to create gated communities.

ARTICLE X

UTILITIES

A. GENERAL REQUIREMENTS

1. All underground water, telephone, gas, cable, and electric lines shall be buried to a minimum depth of 24 inches.
2. If an Applicant contracts with a public water provider to provide water to the Subdivision, a water distribution system will be engineered to meet the construction standards established by the applicable public water provider or municipal utility district and the Texas Commission on Environmental Quality.
3. All water lines within and water line extensions to the Subdivision must be designed and constructed to supply adequate fire flow to all proposed homes within the Subdivision. The size of water lines shall be determined by all applicable Federal, State and local requirements regarding fire protection. The developer shall install fire hydrants spaced at least every 500 feet within the Subdivision.
4. All utilities shall be designed and constructed to meet minimum standards of the utility provider.

ARTICLE XI

WASTEWATER

A. GENERAL REQUIREMENTS

1. All of Caldwell Valley shall be served by an onsite wastewater treatment plant and collection system permitted by the TCEQ.
2. The wastewater treatment plant and collection system shall be constructed in accordance with standards set forth by the TCEQ and the Texas Pollutant Discharge Elimination System.
3. County Engineer shall be copied on submissions to the TCEQ for the wastewater treatment plan.

ARTICLE XII
LOT DIMENSIONS

Caldwell Valley Design Standards

Residential Product	Minimum Lot Size (Sq. Ft.)	Minimum Lot Width (Ft.)	Minimum Lot Depth (Ft.)	Maximum Density (DU/Ac.)	Minimum Building Setbacks (Ft.)			
					Front (Standard/Side-Entry Garage)	Side (Interior)	Side (Street)	Rear
Low Density Residential	5,000	50	100	5.2	20/20	5	10	10
Medium Density Residential	2,000	30	50	10.0	20	5 / 0	5	4
Urban Density Residential	2,000	25	80	24.0	5	0	5	4
Civic	8,000	80	100	na	20	10	15	15

A. LOW DENSITY RESIDENTIAL

A minimum of ten percent (10%) of the low-density classification will be lots no smaller than 7,000 square feet with a minimum lot width of 65' and minimum lot depth of 110'.

ARTICLE XIII

LANDSCAPING, LIGHTING AND SIGNS

A. GENERAL REQUIREMENTS

1. Lighting: In order to prevent light pollution and to conserve energy, all lighting in common areas and open spaces, shall be reasonably shielded. Lighting must otherwise conform to City's lighting ordinance in effect as of the Effective Date of the Caldwell Valley Development Agreement.
2. Landscaping: Ground cover, including grass and mulched areas, shall be established on that portion of all residential lots visible to public view and adjacent street rights-of-way. At least one (1) tree will be planted and maintained for each forty feet (40') of lot frontage. Mulched areas may include xeriscaping or other drought tolerant solutions. Landscaping must otherwise conform to City's landscaping ordinance in effect as of the Effective Date of the Caldwell Valley Development Agreement.
3. Signs: Signs must conform to City's sign ordinance in effect one hundred twenty (120) days after the Effective Date of the Caldwell Valley Development Agreement.

EXHIBIT "C"

APPROVAL SCHEDULE

Section 1. Preliminary Plats

Section 1.01 County Administrator shall promptly deliver an application for preliminary plat approval to County Engineer for review no later than five (5) calendar days after the application is filed with County.

Section 1.02 County Administrator shall promptly deliver a copy of the submitted application to City no later than five (5) calendar days after the application is filed with County. Applications submitted to City shall be for informational purposes only.

Section 1.03 County Engineer shall review the preliminary plat as to its conformity with the Caldwell Valley Development Standards and the Concept Plan. County Engineer shall deliver written comments and recommendations to the applicant regarding an application no later than thirty (30) calendar days after the application was filed with County Administrator.

Section 1.04 An applicant may file with County Engineer an update to an application to address County comments for preliminary plat approval not later than one hundred eighty (180) calendar days after the application was filed with County Administrator. This 180 day review period may be extended for an additional 180 days upon written notice to County Engineer no later than 180 days after the application was filed with County Administrator. County Engineer shall grant all requests for an extension to the 180 day review period.

Section 1.05 County Engineer review period of an update to an application is fourteen (14) calendar days.

Section 1.06 After County Engineer approves the preliminary plat as to its conformity with the Caldwell Valley Development Standards and the Concept Plan, County Administrator shall schedule the preliminary plat for approval at the next regularly scheduled County Commissioners Court meeting.

Section 1.07 County Commissioners Court shall approve a preliminary plat that complies with the Caldwell Valley Development Standards and the Concept Plan within thirty days (30) after the preliminary plat is approved by County Engineer.

Section 2. Final Plats & Construction Plans

Section 2.01 County Administrator shall promptly deliver applications for approval of final plats and construction plans to County Engineer for review no later than five (5) calendar days after an application is submitted to County.

Section 2.02 County Administrator shall promptly deliver a copy of the submitted application to City no later than five (5) calendar days after the application is filed with County. Applications submitted to City shall be for informational purposes only.

Section 2.03 County Engineer shall review all final plats and construction plans as to its conformity with the Caldwell Valley Development Standards. County Engineer shall prepare and deliver written comments and recommendations to the applicant regarding an application no later than thirty (30) calendar days after the application was filed with County Administrator.

Section 2.04 An applicant may file with County Engineer an update to address County comments for approval not later than one hundred eighty (180) calendar days after the application was filed with County Administrator. This 180 day review period may be extended for an additional 180 days upon written notice to County Engineer no later than 180 days after the application was filed with County Administrator. County Engineer shall grant all requests for an extension to the 180 day review period.

Section 2.05 County Engineer review period of an update to an application is fourteen (14) calendar days.

Section 2.06 County Administrator shall schedule an application for plat approval by County Commissioners Court at the next regularly scheduled County Commissioners Court meeting after:

(a) County Engineer approves the plat as to its conformity with the Caldwell Valley Development Standards and its general conformance with the preliminary plat; and

(b) Owner of the land included in the proposed plat signs the plat and each Owner's signature is acknowledged.

Section 2.07 County Commissioners Court shall approve a plat that complies with the Caldwell Valley Development Standards and the preliminary plat within thirty days (30) after the plat is approved by County Engineer.

Section 2.08 Owner, in coordination with County, shall deliver two (2) copies of all recorded plats for subdivisions within Caldwell Valley to City within ten (10) business days after the subdivision plat is recorded.

Section 3. Vacation of Plats, Replats and Amendment of Plats

Section 3.01 County Administrator shall promptly deliver an application for vacation of plats, replats and amendment of plats to County Engineer no later than five (5) calendar days after the application is filed with County.

Section 3.02 County Administrator shall promptly deliver a copy of the submitted application to City no later than five (5) calendar days after the application is filed with County. Applications submitted to City shall be for informational purposes only.

Section 3.03 County Engineer shall review the application as to its conformity with the Caldwell Valley Development Standards. County Engineer shall prepare and deliver written

comments and recommendations to the applicant regarding an application no later than thirty (30) calendar days after the application was filed with County Administrator.

Section 3.04 An applicant may file with County Engineer an update to address County comments for approval not later than one hundred eighty (180) calendar days after the application was filed with County Administrator. This 180 day review period may be extended for an additional 180 days upon written notice to County Engineer no later than 180 days after the application was filed with County Administrator. County Engineer shall grant all requests for an extension to the 180 day review period.

Section 3.05 County Engineer review period of an update to an application is fourteen (14) calendar days.

Section 3.06 Upon County Engineer's approval of an application for vacation of plats, replats, or amendment of plats, County Administrator shall schedule an application for approval at the next regularly scheduled County Commissioners Court meeting.

Section 3.07 County Commissioners Court shall approve an application for vacation of plats, or replats or amendment of plats that comply with the Caldwell Valley Development Standard within thirty days (30) after the vacation of plats, replats, or amendment of plats are approved by County Engineer.

Section 3.08 Owner, in coordination with County, shall deliver two (2) copies of all recorded plats for subdivisions within Caldwell Valley to City within ten (10) business days after the subdivision plat is recorded.

Memorandum of Understanding Caldwell Valley Subdivision Agreement

This Memorandum of Understanding (“MOU”) is made and entered into by and between CALDWELL COUNTY, a political subdivision of the State of Texas (“County”), and WALTON TEXAS, LP, a Texas limited partnership, in its capacity as an Owner of the Property on behalf of itself and in its capacity as Operator authorized to enter into this Agreement on behalf of all Individual Owners (“Owners”).

RECITALS

Owners own a total of approximately 3,109.3 acres of land located in County.

Owners and County have agreed to the Development/Subdivision Agreement Providing for Regulation of Subdivision and Approval for Caldwell Valley, dated _____ 2015. (“Subdivision Agreement”)

Owners and City of Umland have agreed to the Caldwell Valley Development Agreement, dated October 17, 2013, similar in all substantive matters to the Subdivision Agreement.

The County and Owner hereby agree to the following items, which are intended to provide clarification to the regulations contained within the approved Subdivision Agreement:

1. Article VI, D establishes a requirement for delineation of flood plain. As clarification of the required standards, standard engineering methodology for calculating storm runoff volumes shall be in accordance with Appendix E Drainage Design Requirements of the Caldwell Valley Development Ordinance adopted on January 18, 2011.
2. Where possible, the location of utility lines will be in the right of way, not under permanent paved or concrete surfaces to minimize the need for future street cuts.
3. The County preferred methodology for designation of a flood basin will be required for areas that drain sixty-four (64) acres or more, rather than 200 acres. By so modifying, the County agrees that the smaller acreage does not preclude the Owners from making channel improvements, encroachments, or crossings.
4. Final Plat designation of flood plain is required. The hydrologic methodology used will be in accordance with Appendix E Drainage Design Requirements of the Caldwell Valley Development Ordinance adopted on January 18, 2011, and the plat shall note that no floor level shall be less than two (2) feet above the flood plain. To assure proper flood management the Owners may make channel improvements, encroachments, or crossings of drainage ways as needed.
5. As provided in current County development standards, for lots on cul de sacs, the minimum lot width will be measured at the building line.

“COUNTY”:

CALDWELL COUNTY, TEXAS

By: _____

Date: _____

“WALTON TEXAS” AND “OWNERS”:

WALTON TEXAS, LP, a Texas limited partnership,
in its capacity as an Owner of the Property on behalf of itself
and in its capacity as Operator authorized to enter into this
Agreement on behalf of all Individual Owners

By: Walton Texas GP, LLC,
a Texas limited liability company,
its General Partner

By: Walton International Group, Inc.,
a Nevada corporation,
its Manager

By: _____

Name: _____

Its: Authorized Signatory

By: _____

Name: _____

Its: Authorized Signatory

Acknowledged and agreed to by the City of Umland
on the ___ day of September, 2015.

Karen Gallaher, City Administrator
City of Umland, Texas

**DEVELOPMENT/SUBDIVISION AGREEMENT
PROVIDING FOR REGULATION OF SUBDIVISION AND APPROVAL
FOR CALDWELL VALLEY**

THIS DEVELOPMENT/SUBDIVISION AGREEMENT PROVIDING FOR REGULATION OF SUBDIVISION AND APPROVAL FOR CALDWELL VALLEY (the "Agreement") is made and entered into by and among CALDWELL COUNTY, a political subdivision of the State of Texas ("County"), WALTON TEXAS, LP, a Texas limited partnership, in its capacity as an Owner of the Property on behalf of itself and in its capacity as Operator authorized to enter into this Agreement on behalf of all Individual Owners (in each such capacity, "Primary Owner"), WALTON CALDWELL RANCH, LP, a Delaware limited partnership ("Walton Caldwell Ranch"), WCR DEVELOPMENT SUB, LP, a Delaware limited partnership ("WCR Development Sub"), WALTON TX AUSTIN LAND LIMITED PARTNERSHIP, an Alberta limited partnership ("Walton Austin Land"), WALTON SILVER CROSSING LP, an Alberta limited partnership ("Walton Silver Crossing"), and WALTON PREMIUM LAND MANAGEMENT 1 GMBH & CO. KG, a limited partnership formed pursuant to the laws of the Federal Republic of Germany ("Walton Premium Land", and together with Primary Owner, Walton Caldwell Ranch, WCR Development Sub, Walton Austin Land and Walton Silver Crossing, "Owner"). All or any combination of above-named entities may be referred to collectively hereinafter as "Parties", and individually hereinafter as "Party".

RECITALS

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

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

WHEREAS, review and approval of subdivision plats is the basic tool that Texas counties and Texas municipalities use to ensure that infrastructure and development in an extra-territorial jurisdiction ("ETJ") are planned and constructed in a responsible manner; and

WHEREAS, Owner collectively owns approximately 3,109.3 acres of real property, more or less, located or to be located in the ETJ of the City of Umland, Caldwell County, Texas, ("City"), as such real property is more particularly described in Exhibit "A" attached hereto ("Caldwell Valley" or the "Property"); and

WHEREAS, Owner plans to obtain all entitlements and other governmental approvals necessary to develop Caldwell Valley as a master-planned mixed use community such that one or more Owner and/or the successors-in-title to one or more Owner may develop Caldwell Valley in accordance with this Agreement and that certain Caldwell Valley Development Agreement dated effective October 17, 2013 ("Development Agreement") by and between Owner and City; and

WHEREAS the Parties desire to set forth specific development regulations and an approval schedule which shall apply to the development of the Property to the extent allowed by law. Such development regulations shall be known as the “Caldwell Valley Development Standards”, a copy of which is attached as Exhibit “B”, which may be amended from time to time in accordance with the procedural requirements set forth herein. And such approval schedule is attached as Exhibit “C” (“Approval Schedule”), which may be amended from time to time in accordance with the procedural requirements set forth herein.

NOW, THEREFORE, the Parties agree as follows:

I. Definitions.

1. “Individual Owners” means, collectively, all persons, entities and trusts (other than Primary Owner, Walton Caldwell Ranch, WCR Development Sub, Walton Austin Land, Walton Silver Crossing and Walton Premium Land) that own an undivided, tenant-in-common interest in any portion of the Caldwell Valley.
2. “Owner” means, collectively, (i) Primary Owner, (ii) Walton Caldwell Ranch, (iii) WCR Development Sub. (iv) Walton Austin Land, (v) Walton Silver Crossing, (vi) Walton Premium Land, (vii) Individual Owners, and (viii) any subsequent owner of real property comprising all or any portion of Caldwell Valley that is a successor or assignee of the rights and obligations of Owner in accordance with Article VI 9(a) of this Agreement.
3. “Primary Owner” shall mean initially, Walton Texas, LP, and any entity to which Walton Texas, LP, assigns its rights and obligations as Primary Owner in accordance with Article VI Section 9(b) of this Agreement.

II. Duties and Responsibilities.

1. County assigns and delegates to City the authority to approve all Vertical Building Improvements (defined below) and related permits and collect fees for such applications for areas of Caldwell Valley within the City’s ETJ, so that City has exclusive jurisdiction to regulate such building permits in City’s ETJ, to the extent allowed by applicable law. “Vertical Building Improvement” is defined as the construction or reconstruction of any above ground improvement (including, without limitation, any building or structure) or other development that exceeds twenty four inches (24”) in height, but expressly excludes all roads, drainage facilities and underground utilities.
2. For all other development within Caldwell Valley except for development of Vertical Building Improvements described in Article II Section 1 above, County shall serve as the authority to fulfill the provisions of the Caldwell Valley Development Standards, including the authority to act as the coordinating entity for the review and approval process of development applications within Caldwell Valley.

3. County shall accept all fully completed applications (except applications for Vertical Building Improvements) for review in accordance with this Agreement and the Caldwell Valley Development Standards, including but not limited to, preliminary plats, subdivision plats, and subdivision construction plans (the "Applications").
4. Owner, in coordination with County, shall forward a courtesy copy of all Applications to the City.
5. County shall confer with the Caldwell County 911 Addressing Division or the County's designated representatives concerning street names prior to final plat approval. Streets shall be dedicated to the County at the appropriate time.
6. County shall approve any Application that complies with this Agreement and the Caldwell Valley Development Standards as they may be amended from time to time.
7. County shall have exclusive jurisdiction over approval, permitting, regulation and inspection of individual on-site sewage facilities. Notwithstanding the foregoing Texas Commission on Environmental Quality ("TCEQ") shall have complete authority over the review and approval process of any wastewater treatment plant used to serve the Property.
8. Fire and emergency services shall be provided by the County or Emergency Services District No. 3.

III. Inspection and Approval of Subdivision Infrastructure.

1. Inspection and approval authority over road construction, stormwater drainage, water and wastewater facilities, and all other infrastructure within Caldwell Valley shall be the responsibility of County and/or the applicable utility provider, as described by the Caldwell Valley Development Standards.
2. County approval and acceptance of subdivision infrastructure in Caldwell Valley shall be granted if it complies with this Agreement and the Caldwell Valley Development Standards.

IV. Maintenance of the Subdivision Infrastructure.

1. For those portions of the Property located in City's ETJ, County shall be responsible for maintenance of the roads, bridges and their related appurtenances. County shall not be responsible for the maintenance of stormwater drainage facilities or water and wastewater facilities located in the City's ETJ. The maintenance of all stormwater drainage facilities located in the City's ETJ shall be the responsibility of a municipal utility district ("MUD") or homeowners association ("HOA"), as applicable. The applicable utility provider shall be responsible for maintenance of water facilities and wastewater facilities and all other utility service facilities situated within Caldwell Valley.

2. Upon annexation of the Property into City's full purpose jurisdiction, City shall be responsible for maintenance of all publicly dedicated and accepted roads including their related appurtenances, all publicly dedicated and accepted stormwater drainage facilities, and any other publicly dedicated and accepted infrastructure.
3. County shall grant one or more easements to a MUD or HOA, as may be reasonably necessary, for purposes of maintaining, replacing or relocating drainage facilities located under public rights of way.

V. Development

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

VI. Miscellaneous.

1. General Administration. The Caldwell County Development Services Department Director or his or her representative shall be responsible for administering this Agreement on behalf of County.

2. Severability. Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be confined to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or ineffective.
3. No Third Party Beneficiaries. Prior to or simultaneously with the installation of the drainage facilities, nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties hereto, any benefits, rights, or remedies beyond any such benefits, rights, or remedies that may be created by Chapter 242, Local Government Code.
4. Duration. The term of this Agreement shall be from the date it is formally and duly executed by the Parties until such time as the Development Agreement is no longer in effect for Caldwell Valley, or by a written termination of the Agreement signed by all of the Parties (the "Term").
5. Preservation of Powers. Nothing in this Agreement is intended or shall be construed to limit the power or authority under applicable laws of a Party to adopt, modify, or enforce subdivision regulations in the ETJ, or to limit the power or authority of the Parties to make additional agreements under applicable laws as the Parties believe may be necessary or desirable as such enforcement or agreements affect land or areas outside the scope of this Agreement.
6. Notice. All notices sent pursuant to this Agreement shall be in writing and must be sent by registered or certified mail, postage prepaid, return receipt requested to each of the following:

(a) ***If to County:***

Bill Gardner (or his successors)
County Engineer
Caldwell County
1700 FM 2720
Lockhart, TX 78664
T: _____

(b) ***If to Owner:***

With copy to:
Walton Texas, LP, et. al.
c/o Walton Development & Management TX, LLC
515 Congress Avenue, Suite 1620
Austin, Texas 78701
Attention: Becky Collins
T: 512-347-7070

With copy to:

Walton International Group (USA), Inc.
4800 N. Scottsdale Road, Suite 4000
Scottsdale, AZ 85251
Attention: Wayne G. Souza, General Counsel
T: 480-586-9203

and an additional copy to:

Steven C. Metcalfe
Metcalfe Wolff Stuart & Williams, LLP
221 W. 6th Street, Suite 1300
Austin, Texas 78701
T: 512-404-2209

Either Party shall have the right from time to time to change their respective address, and shall have the right to specify as its address any other address within the United States of America, by delivering at least five (5) days written notice to the other Party in accordance with the requirements of this Article 6, Section 6.

7. Entire Agreement. This Agreement constitutes the entire agreement between County and Owner as it relates to the review and approval of subdivisions of any real property comprising all or any portion of Caldwell Valley. The Parties recognize the Development Agreement, which was authorized pursuant to Chapter 212.172 of the Texas Local Government Code and executed by the City and Owner, governs the relationship between the Owner and City and may be modified from time to time. The Parties agree that if there is a conflict between this Agreement and the Development Agreement as it solely relates to the review and approval process of subdivision applications in Caldwell Valley, this Agreement (as may be amended from time to time) shall prevail. The terms of the Development Agreement shall control with respect to any conflict involving other subject matter.
8. Amendment. This Agreement may be amended only by a written agreement signed and executed by an authorized representative of County and Owner, or all the then current Owners of all portions of Caldwell Valley (other than the individual owners of developed lots); provided, however, an Owner of a portion of Caldwell Valley (other than an end-buyer of a fully developed and improved lot) and the County may amend this Agreement as it relates solely to such Owner's real property without the joinder of any other Owner provided that the Primary Owner must be party to such amendment if the Primary Owner then owns any portion of Caldwell Valley. In addition, as long as the Primary Owner owns any land within Caldwell Valley, the Primary Owner and County may amend this Agreement without the joinder of any other landowner.

9. Assignment; Transferability.

- (a) Any Owner may assign its rights and obligations in and to this Agreement from time to time with respect to all or any portion of Caldwell Valley such Owner owns as of the date of the assignment to a purchaser of all or the respective portion of Caldwell Valley. Any such assignment must be in writing, must set forth the assigned rights and obligations of the assignor and assignee without purporting to modify or amend this Agreement (and any purported modification or amendment of this Agreement in such an assignment shall be ineffective unless it has been signed and executed by all necessary Parties in accordance with Article 6, Section 8) and must be executed by both the applicable Owner, as assignor, and the assignee. Owner shall provide County and Primary Owner notice of any and all such assignments, including a fully executed copy of the assignment. Upon such assignment or partial assignment, Owner shall be fully released from any and all obligations under this Agreement and shall have no further liability, with respect to the part of Caldwell Valley so assigned, except as to any default that occurred prior to the effective date of the assignment. In the case of nonperformance by one Owner (in such capacity, a "Nonperforming Owner"), County may pursue all remedies against the Nonperforming Owner but will not impede development activities of any other Owner as a result of the Nonperforming Owner's nonperformance.
- (b) Primary Owner may assign, in whole but not in part, its rights and obligations as Primary Owner so long as it owns any portion of the Property. Notice of all assignments of the rights and obligations of the Primary Owner shall be given to the County within fifteen (15) days after execution, and thereafter such notice shall be recorded in the real property records of the County. When Primary Owner, together with its affiliates, does not own any portion of the Property, the rights and obligations of the Primary Owner shall automatically terminate; and from and after such termination, this Agreement shall be interpreted without regard to such rights and obligations.
- (c) County shall not assign this Agreement, in whole or in part.
- (d) Owner and Owner's assignees shall have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of their respective lenders without the consent of County. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided County has been given a copy of the documents creating the lender's interest, including notice information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement and shall be given a reasonable time to do so in addition to the cure periods otherwise provided to the defaulting Owner by this Agreement; and County agrees to accept a cure offered by the lender as if offered by the defaulting Owner. A lender is not a Party to

this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.

- (e) County shall not collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of its rights, title, or interest under this Agreement without Owner's prior written consent.
- 10. Agreement Binds Succession and Runs with the Property. This Agreement shall bind and inure to the benefit of the Parties and their respective successors and assigns. The terms of this Agreement shall constitute covenants running with the land comprising Caldwell Valley and shall be binding on all future Owners of the real property comprising Caldwell Valley.
- 11. Additional Land. Any real property added to the Development Agreement shall automatically become subject to this Agreement without the necessity of any amendment or modification to this Agreement.
- 12. Interlocal Agreement. To the extent there is an Interlocal Agreement between the County and City, this Agreement shall be deemed a "subdivision agreement" thereunder.
- 13. Applicable Law; Venue. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in the County. Venue for any action to enforce or construe this Agreement shall be the County
- 14. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
- 15. Further Documents. Each Party shall, upon request of the other Party, execute and deliver such further documents and perform such further acts as may reasonably be requested to effectuate the terms of this Agreement and achieve the intent of the Parties.

[Signature Pages Follow]

[COUNTY SIGNATURE PAGE]

"COUNTY":

CALDWELL COUNTY, TEXAS

By: _____
Jordan Powell, Assistant District Attorney

Date: _____

By: _____
Ken Schawe, County Judge

Date: _____

OWNER SIGNATURE PAGES]

“WALTON TEXAS” AND “INDIVIDUAL OWNERS”:

WALTON TEXAS, LP, a Texas limited partnership,
in its capacity as an Owner of the Property on behalf of itself
and in its capacity as Operator authorized to enter into this
Agreement on behalf of all Individual Owners

By: Walton Texas GP, LLC,
a Texas limited liability company,
its General Partner

By: Walton International Group, Inc.,
a Nevada corporation,
its Manager

By: _____
Name: _____
Its: Authorized Signatory

By: _____
Name: _____
Its: Authorized Signatory

“WALTON CALDWELL RANCH”:

WALTON CALDWELL RANCH, LP,
a Delaware limited partnership

By: Walton Caldwell Ranch GP, LLC,
a Delaware limited liability company,
its General Partner

By: Walton Land Management (USA), Inc.,
a Delaware corporation,
its Manager

By: _____
Name: _____
Its: Authorized Signatory

By: _____
Name: _____
Its: Authorized Signatory

“WCR DEVELOPMENT SUB”

WCR DEVELOPMENT SUB, LP,
a Delaware limited partnership

By: Walton Caldwell Ranch Development GP, LLC,
a Delaware limited liability company,
its General Partner

By: Walton Caldwell Ranch Development, LP,
a Delaware limited partnership,
its Manager

By: Walton Caldwell Ranch GP, LLC,
a Delaware limited liability company,
its General Partner

By: Walton Land Management (USA), Inc.,
a Delaware corporation,
its Manager

By: _____
Name: _____
Its: Authorized Signatory

By: _____
Name: _____
Its: Authorized Signatory

“WALTON AUSTIN LAND”:

WALTON TX AUSTIN LAND LIMITED PARTNERSHIP,
an Alberta (Canada) limited partnership

By: Walton TX Austin Land Corporation,
an Alberta (Canada) corporation,
its General Partner

By: _____
Name: _____
Its: Authorized Signatory

By: _____
Name: _____
Its: Authorized Signatory

“WALTON SILVER CROSSING”:

WALTON SILVER CROSSING LP,
an Alberta (Canada) limited partnership

By: Walton Silver Crossing Corporation,
an Alberta (Canada) corporation,
its General Partner

By: _____
Name: _____
Its: Authorized Signatory

By: _____
Name: _____
Its: Authorized Signatory

“WALTON PREMIUM LAND”:

Walton Premium Land Management I GmbH & Co. KG,
a limited partnership formed pursuant to the laws of the Federal Republic of Germany

By: Walton Europe Verwaltungs GmbH,
its General Partner

By: _____

Name: _____

Its: Authorized Signatory

EXHIBIT "A"

Property Description

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE THOMAS YATES SURVEY, ABSTRACT 313 SITUATED IN CALDWELL COUNTY, TEXAS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS BEING A PORTION OF THAT CERTAIN TRACT OF LAND DESCRIBED IN A DEED TO CALDWELL 405, LP, A TEXAS LIMITED PARTNERSHIP, EXECUTED ON OCTOBER 24, 2006 AND RECORDED IN VOLUME 478, PAGE 742 OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS, SAID TRACT BEING 380.2 ACRES OF LAND MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod found in the south right-of-way line of State Highway No. 21 at the northwest corner of said Caldwell 405, LP tract, being also the northeast corner of that certain called 13.022 acre tract of land described in a deed to Jack Turner, recorded in Volume 404, Page 279 of the Deed Records of Caldwell County, Texas, for the northwest corner and POINT OF BEGINNING of the herein described

380.2 acre tract of land;

THENCE, with the north line of said Caldwell405, LP tract, the following three (3) courses and distances, numbered 1 through 3,

1. Also being with the south line of said State Highway No. 21, N60°33'51 "E, a distance of 1412.88 feet to an iron rod found,
2. Also being with the south line of said State Highway No. 21, N65°12' 57"E, a distance of 483 .63 feet to an iron pipe found, and
3. Also being with the south right-of-way line of County Road No. 227, N65°44'15"E, a distance of 3736.30 feet to an iron pipe found at the northeast corner of said Caldwell 405, LP tract, being also at the intersection of the south right-of-way line of said County Road No. 227 and the west Right-of-way line of F.M. Highway No. 2720, for the northeast corner of the herein described tract;

THENCE, with the east line of said Caldwell405 LP tract, being also the west right-of-way line of said F.M. Highway No. 2720, S42°12'50"E, a distance of 1758.42 feet to an iron rod found at the most easterly southeast corner of said Caldwell405 LP tract, being also the northeast corner of that certain called 100 acre tract of land described in a deed to Leona Jo Schaeffer and Clifton N. Schaeffer, recorded in Volume 128, Page 294 of the Deed Records of Caldwell County, Texas, for the most easterly southeast corner of the herein described tract;

THENCE, departing the west right-of-way line of said F.M. Highway No. 2720, with the south line of said Caldwell 405 LP tract, being also the north line of said Schaeffer tract, S47°34'05"W, a distance of 2482.54 feet to an iron rod found at the northwest corner of said Schaeffer tract, being also an interior corner of said Caldwell 405 LP tract;

THENCE, with an east line of said Caldwell 405 LP tract, being also the west line of said Schaeffer tract, S42° 19'47"E, a distance of 619.99 feet to an iron rod found at the most southerly southeast

corner of said Caldwell405 LP tract, being also the northeast corner of that certain called 60.35 acre tract of land described in a deed to Roland R. Holz, recorded in Volume 88, Page 318 of the Deed Records of Caldwell County, Texas;

THENCE, continuing with the south line of said Caldwell 405 LP tract, being also the north line of said Holz tract, S47°39'14"W, a distance of 707.05 feet to an iron rod found at the northwest corner of said Holz tract, being also the northeast corner of that certain called 60.35 acre tract of land described in a deed to Florence M. Holz Vickery, recorded in Volume 88, Page 318 of the Deed Records of Caldwell County, Texas

THENCE, continuing with the south line of said Caldwell 405 LP tract, being also the north line of said Vickery tract, S47°30'41"W, a distance of 701.29 feet to an iron rod found at the northwest corner of said Vickery tract, being also the northeast corner of that certain called 80.46 acre tract of land described in a deed to William Walter Holz, recorded in Volume 378, Page 47 of the Deed Records of Caldwell County, Texas;

THENCE, continuing with the south line of said Caldwell 405 LP tract, S47°35'29"W, a distance of 1,565.19 feet to a point that is 3.5 miles from the May, 2011 San Marcos city limit;

THENCE, departing the boundary of the Caldwell 405 LP, through the interior of the Caldwell 405 LP tract, being also common with the May, 2011 San Marcos 3.5 mile ETJ boundary, N 42°14'48"W, a distance of 1481.78 feet to a point 3.5 miles from the San Marcos city limit and 0.5 miles from the May, 2011 Uhland city limit;

THENCE, along the arc with a chord bearing N86°54'39"E, and a distance of 558.72 feet having a radius of 2640.00' and a total length of 559.76 common with the Uhland 0.5 mile ETJ and the San Marcos ETJ as established in May, 2011 to the south west boundary of the Caldwell405 LP tract;

THENCE, with the southwest line of said Caldwell 405 LP tract, being also the east line of said Mattox tract, N29°29'14"W, a distance of 70.54 feet to an iron rod found at the northeast corner of said Mattox tract, being also the southeast corner of said Turner tract;

THENCE, continuing with the west line of said Caldwell 405 LP tract, being also the east line of said Turner tract, the following two (2) courses and distances, numbered 1 and 2,

1. N 19°22' 19"W, a distance of 680.44 feet to an iron rod found, and
2. N33°54'21"W, a distance of 1492.54 feet to the POINT OF BEGINNING and containing 380.2 acres of land.

EXHIBIT “B”

Caldwell Valley Development Standards

[See attached]

**CHAPTER 1 OF
CALDWELL VALLEY DEVELOPMENT STANDARDS**

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ARTICLE I

REGULATIONS AND GUIDELINES

A. AUTHORITY

These Caldwell Valley Development Standards are adopted by the order of the Caldwell County Commissioners Court acting in its capacity as the governing body of the County of Caldwell, Texas, pursuant to appropriate statutes and regulations as provided by the Texas Local Government Code.

B. PURPOSE AND PRIORITIES

The purpose of this Chapter 1 is to set out new standards and procedures for the Subdivision of land located within Caldwell Valley. Furthermore, this Chapter 1 is to regulate the filing for record of Subdivision plats and to establish construction standards and other requirements pertinent thereto for Subdivisions within the boundaries of Caldwell Valley, for the promotion of health, safety and general welfare of the community.

1. In the event of invalidation of any of the provisions of this Chapter 1 by a court of competent jurisdiction, all other provisions of this Chapter 1 shall remain in full force and effect.
2. During the Term of this Agreement, unless mandated by state, County or federal regulations, City and County shall not impose any other requirements or standards on the Project which are not applicable in City's extra-territorial jurisdiction ("ETJ") as of the date of this Agreement, unless indicated in this Chapter 1.

ARTICLE II

DEFINITIONS

Any office referred to in this Chapter 1 by title means the person employed or appointed by City or County in that position, or their duly authorized representative. Definitions not expressly prescribed herein are to be construed in accordance with customary usage in municipal planning and engineering practices or as defined in the Development Agreement. For the purpose of this Chapter 1, the following terms, phrases, words, and their derivations shall have the meaning ascribed to them in this Section.

“Acceptance Letter” shall mean written approval by the applicable Entity.

“Applicant” shall mean any owner, developer, person or entity engaging in Subdivision of property or applying for any permit, approval, variance or waiver under this Chapter 1.

“County” shall mean Caldwell County, Texas a political subdivision of the State of Texas.

“County Administrator” shall mean the person or entity engaged by County to serve in the capacity of County’s chief administrative officer.

“Engineer” shall mean a person duly authorized under the provisions of the Texas Engineering Registration Act, as heretofore or hereafter amended, to practice the profession of engineering.

“Entity” shall mean the applicable governmental entity responsible for final inspections.

“Floodplain” shall mean the area subject to inundation by water from the designated storm frequency. A Floodplain is established on a defined drainage way once the drainage basin includes more than 200 acres of land.

“Lot or Tract” shall mean an undivided tract or parcel of land having frontage or access by easement to a public or private street and which is, or in the future may be, offered for sale, conveyance, transfer, or improvement, which is designated as a distinct and separate tract and/or which is identified by a tract or Lot number or symbol on a duly approved Subdivision plat which has been properly recorded.

“May” shall mean permissive.

“On-Site Sewage Facility (OSSF) Permit” shall mean a permit issued by County for the purpose of providing wastewater treatment services through an authorized septic system for Temporary Housing.

“Shall” shall mean mandatory.

“Should” shall mean a recommendation and is not mandatory.

“Subdivision” shall mean the division of any lot, tract, or parcel of land, within Caldwell Valley, into two or more Lots or sites for the purpose of sale, financing or building construction, including re-Subdivision of land for which a plat has been recorded.

“Surveyor” shall mean a Licensed State Land Surveyor or a Registered Public Land Surveyor, as authorized by the State statutes to practice the profession of surveying.

“Will” shall mean mandatory.

ARTICLE III

GENERAL SUBDIVISION STANDARDS

A. GENERAL REQUIREMENTS

Any Applicant who subdivides a tract of land shall:

1. comply in all respects with this Chapter 1;
2. prepare and submit to County a Subdivision application for approval of the proposed Subdivision in accordance with the terms and procedures set forth in this Chapter 1;
3. not occupy a Dwelling Unit until all roads, water, sewer and drainage facilities are constructed in accordance with this Chapter 1. Notwithstanding the foregoing, a site used for the purposes of Temporary Housing shall be allowed to occupy such site without compliance with this Section; and
4. comply with the "Parks, Trails and Open Space Plan" from the Caldwell Valley Development Agreement.

B. SUBDIVISION APPROVAL PROCESS

No Subdivision of property shall be allowed until the Applicant has satisfied each of the following steps in the order indicated:

1. approval of a Preliminary Plat by the County Commissioners Court, unless otherwise allowed by Article VI Section A, Subsection 2; and
2. approval of a Final Plat by the County Commissioners Court, unless otherwise allowed by Article IV.

C. WASTEWATER PERMITS

Except for Temporary Housing, no OSSF Permits shall be issued for any parcel of land unless that property is in compliance with the requirements of this Chapter 1.

D. SUBDIVISION THAT FRONTS ON ANY STATE HIGHWAY OR COUNTY ROAD

Owner must provide County a letter from TxDOT evidencing approval of the Preliminary Plat and Final Plat when the Subdivision is adjacent to any State road.

ARTICLE IV

EXEMPTIONS

A. EXEMPTIONS FOR THE PLATTING REQUIREMENTS

1. The subdivision of a tract of land shall be exempt from the platting requirements of this Chapter 1 if an Owner of a parcel divides the parcel into two or more parts and all of the resulting parcels: (i) are more than five (5) acres, (ii) have access to a public street and (iii) no public improvements are being dedicated.
2. An Applicant that claims an exemption under Section A.1. of this Article shall demonstrate to County that a parcel is excepted under this Section from the requirement to plat. An Applicant shall provide County with the current deed to the property, an adequate legal description, and proof of ownership.
3. If County exempts a parcel from the requirements to plat, County shall certify the parcel's exemption in writing.

B. TEMPORARY EXEMPTION FROM PLATTING REQUIREMENTS

1. County shall temporarily exempt a parcel of land from the requirement to plat if County determines that the sole use of the parcel is for Temporary Housing.
2. Upon Applicant's evidencing to County Administrator its intent to install Temporary Housing, County Administrator shall issue a letter recognizing the exemption to plat such Temporary Housing.

ARTICLE V

VARIANCES

A. CONSIDERATION BY COUNTY

1. Any owner of property affected by these rules may make written application for a variance from compliance with any specific rule or requirement. Any such application for a variance shall be submitted independently or processed with an application for Subdivision.
2. County Administrator or County Engineer may authorize a variance from these regulations when, upon a finding, the variance will result in an equal or better situation than the original requirement or is a reasonable standard of practice.
3. The person requesting the variance shall provide information as reasonably required for the County Administrator or County Engineer to consider the effects of granting the variance.

B. CRITERIA FOR GRANTING A VARIANCE

No variance may be granted unless the Commissioners Court or County Engineer finds that:

1. there are special circumstances or conditions affecting the land involved, such that the strict application of the provisions of this Chapter 1 would deprive the Applicant of the reasonable use of their property; or
2. the variance is necessary for the preservation and enjoyment of a substantial property right of the Applicant; or
3. the granting of the variance will not have the effect of preventing the orderly subdivision of other land in the area in accordance with the provisions of this Chapter 1.

C. APPLICATION PROCEDURE

1. All requests for a variance shall be made when the Applicant identifies the need for a variance.
2. If a variance is requested subsequent to the submission of a Subdivision application, including Preliminary Plat application, then County may add fifteen (15) days for review of the variance to the normal schedule of Subdivision review.
3. The request for a variance made to County Engineer shall be submitted to County Administrator. County Administrator shall promptly deliver such request for variances to County Engineer within five (5) working days of receiving such request.

4. If the variance request complies with the requirements of Section B of this Article, County Engineer shall approve such variance request.
5. A request for variance to the County Commissioners Court shall be submitted to County Administrator no later than fifteen (15) working days prior to the County Commissioners Court meeting at which approval is being sought.
6. Such findings of the County Commissioners Court, together with the specific facts upon which such findings are based, shall be incorporated into the official minutes of the County Commissioners Court meeting at which such variance is granted.
7. Denial of a variance by County Engineer may be appealed to the County Commissioners Court for consideration.

D. FEES

Each request for variances shall be in accordance with County fees in effect at the time of the request.

ARTICLE VI

REQUIREMENTS FOR PRELIMINARY PLATS

A. PRELIMINARY PLAT REQUIREMENT

1. A Preliminary Plat must be approved before a Final Plat may be approved, except as provided in Subsection (2).
2. A Final Plat may be approved without a Preliminary Plat if each Lot abuts an existing dedicated public street and County Engineer determines that:
 - i. a new street or an extension of a street is not necessary to provide adequate traffic circulation;
 - ii. rights of way necessary to provide adequate access to each Lot exists; and
 - iii. drainage facilities are not necessary to prevent flooding, or if necessary, the Applicant shall submit construction plans for such drainage facilities.
3. One or more Preliminary Plats for Caldwell Valley shall be permitted.
4. An approved Preliminary Plat will remain in effect for the Term of this Agreement, regardless of whether all or any portion of Caldwell Valley is annexed and zoned.

B. APPLICATION FORM AND CONTENT

1. The Applicant shall provide ten (10) 24"x 36" copies of the Preliminary Plat and ten (10) copies of a maximum size of 11" x 17" of the Preliminary Plat.
2. All submissions to County pursuant to this Chapter 1, including amendments or supplemental materials, shall be accompanied by a letter of transmittal indicating:
 - i. the name, address and phone number of owner of the tract of land being subdivided and, if different, the developer or Applicant;
 - ii. the name, address and phone number of any person submitting the materials on behalf of owner;
 - iii. the name of the proposed Subdivision;
 - iv. the size and location of the property to be subdivided;
 - v. a detailed description of the requested actions; and
 - vi. a list of any variances required to this Chapter 1.

C. GENERAL INFORMATION

The Preliminary Plat shall include the following general information:

1. name of the proposed Subdivision, which shall not be the same or deceptively similar to any other subdivision within County unless the Subdivision is an extension of a pre-existing contiguous subdivision;
2. boundary lines and total acreage of the land to be subdivided;
3. a list of non single-family Lots and respective acreage within the proposed Subdivision;
4. location and acreage of any proposed parks, squares, greenbelts, open space, schools, or other public use facilities and acreage of roads, private or public;
5. names of adjoining subdivisions or owners of property contiguous to the proposed Subdivision;
6. name and address of the Surveyor and/or Engineer;
7. name and address of owner, and developer or Applicant if not owner;
8. location map showing general location of Subdivision in relation to major roads, topographic features, etc;
9. north arrow, scale and date. The scale shall not exceed 1" = 200'. If more than one sheet is required, an index should be provided;
10. boundary lines of the incorporated city and the limit of the extraterritorial jurisdiction of City, where applicable;
11. indicate the school district in which the Subdivision is located. In the event any Lot lies within more than one school district, then the plat shall clearly state the number of acres within the Lot(s) that lie(s) within each school district;
12. indicate location of any existing structures (wells, cemeteries, etc.) in the Subdivision, on the plat; and
13. name of parent survey and acreages.

D. FLOODPLAIN INFORMATION

A Preliminary Plat shall include the following floodplain information:

1. elevation contours of no greater than ten foot intervals shall be shown on the plat;
2. all special Flood Hazard areas identified by the most current Flood Insurance Rate Maps published by the Federal Emergency Management Agency "FEMA";
3. each Lot containing the 100 year Floodplain shall have marked on the plat sufficient additional contours to identify and delineate the 100 year Floodplain and regulatory floodway, if any. If base flood elevations have not been established, they shall be

established by an engineering study provided by an Engineer working on behalf of the Applicant;

4. any Subdivision containing the 100 year Floodplain shall be marked on the plat the flood datum affixed at or near the 100 year flood elevation;
5. a drainage plan depicting the anticipated flow of all drainage onto and from the Subdivision and showing all major topographic features on or adjacent to the property including all water courses, 100 year Floodplain boundaries, ravines, bridges and culverts;
6. the location of on-site retention or detention ponds and drainage easements and the impact of Lot and street layouts on drainage for 100 year Floodplain; and
7. depiction of all streams, rivers, ponds, lakes, other surface water features or any Sensitive Features, (as defined by the Texas Commission on Environmental Quality (“TCEQ”) in 30 Texas Administrative Code 213.3 “Regulations”) and a statement certified by the Surveyor or Engineer under his or her professional seal that, to the best of his, or her knowledge, the plat accurately reflects the general location (or absence) of all such features in accordance with the terms of the Regulations.

E. STREET AND RIGHT-OF-WAY INFORMATION

The Preliminary Plat shall include the following street and right-of-way information:

1. location, length and right-of-way widths of all proposed streets and depiction of how all proposed streets shall connect with previously dedicated, platted or planned streets within the vicinity of the Subdivision;
2. location, size and proposed uses of proposed access easements, or shared access driveways, if any;
3. a statement indicating maintenance of the roads shall be the responsibility of the County in which the roads are constructed;
4. a proposed Preliminary Plat shall satisfy the requirements relating to alignment of streets and shall contain a written certification from an Engineer that the location and dimensions of streets as set forth and laid out on the Preliminary Plat are in accordance with this Chapter 1;
5. names of all streets; and
6. indicate the pavement widths planned for each right of way.

F. WASTEWATER INFORMATION

1. An appropriate statement will be placed on the plat indicating the provider of wastewater service for all Lots within the Subdivision.

2. For Temporary Housing if a State approved disposal wastewater system is not provided, the Applicant of the proposed Temporary Housing shall comply with the County and State regulations in effect for installation of an OSSF or temporarily pump and haul wastewater to an approved treatment facility.

G. UTILITIES INFORMATION

1. A signed letter from each entity supplying utilities to the Subdivision shall be provided to County. Such letter shall indicate the utilities' intent to serve the Subdivision.
2. The general location of proposed utility and/or infrastructure easements, including water well sanitary easements, shall be shown.
3. Utilities must meet the requirements of Article X.

H. CHANGES TO AN APPROVED PRELIMINARY PLAT

1. Except as provided in Article VI H.2, County Commissioners Court approval is required for a change to an approved Preliminary Plat.
2. County Engineer may approve a minor deviation from an approved Preliminary Plat if County Engineer determines that the minor deviation complies with the requirements of Article VI H.3. An Applicant shall identify the proposed minor deviation on a copy of the Preliminary Plat submitted to County Engineer. A formal application is not required.
3. The County Commissioners Court must review and may approve a revision to an approved Preliminary Plat if the County Commissioners Court determines that the revision is to:
 - i. remove a property restriction from a Preliminary Plat;
 - ii. modify a common area, green space, or other open space shown on the Preliminary Plat; or
 - iii. materially change the street layout.
4. Minor deviations are those items not listed as revisions under Article VI H.3.
5. County Administrator shall provide the County Commissioners Court with all previously approved minor deviations before the County Commissioners Court considers approval of a revision for the same area affected by a proposed change.

I. APPLICATION REVIEW AND APPROVAL PERIOD

1. The application review and approval period for a Preliminary Plat shall be governed by Exhibit "C" of this Agreement.
2. The County Commissioners Court shall approve a Preliminary Plat if it satisfies the requirements set by this Chapter 1.

J. FEES

Each request for Preliminary Plat approval shall be in accordance with County fees in effect at the time of the request.

ARTICLE VII

REQUIREMENTS FOR FINAL PLATS & SUBDIVISION CONSTRUCTION PLANS

A. FINAL PLAT REQUIREMENT

1. A proposed Final Plat shall comply with the requirements of the approved Preliminary Plat and this Chapter 1
2. An Application for approval of a Final Plat may include all or a portion of the land included in an approved Preliminary Plat.

B. APPLICATION FORM AND CONTENT

1. The Applicant shall provide ten (10) 18" x 24" copies of the Final Plat and three (3) copies of complete construction plans to County Administrator.
2. Submissions to County pursuant to this Chapter 1 shall be accompanied by a letter of transmittal indicating:
 - i. the name, address and phone number of owner of the tract of land being subdivided and, if different, the developer or Applicant;
 - ii. the name, address and phone number of any person submitting the materials on behalf of owner;
 - iii. the name of the proposed Subdivision;
 - iv. the size and location of the property to be subdivided;
 - v. a detailed description of the requested actions; and
 - vi. a list of any variances required to this Chapter 1.
3. The Applicant shall provide a tax certificate showing that taxes currently due with respect to the property have been paid.

C. GENERAL INFORMATION

1. A Final Plat shall contain the following information:
 - i. bearings and dimensions of the boundary of the Subdivision and all Lots (including parks, green belts, open space). Easements may be shown relative to annotated Lot or boundary lines. Dimensions shall be shown to the nearest one-hundredth of a foot (0.01') and bearings shall be shown to the nearest one second of angle (01"). The length of the radius and arc of all curves, with bearings and distances of all chords, shall be clearly indicated; description of monument used to mark all boundary, Lot and

block corners, and all points of curvature and tangent on street rights of way;

- ii. location of original survey line. The Subdivision shall be located with respect to an original corner of the original survey of which it is a part;
 - iii. Lot numbers and block letters for each Lot;
 - iv. dimension of each Lot;
 - v. location of building lines and easements;
 - vi. location, size and proposed uses of proposed access easements or shared access easements, if any;
 - vii. total area of all common areas to be dedicated to a municipal utility district or home owners association; and
 - viii. acreage of all Lots, calculated to the nearest one-hundredth of an acre.
2. Applicable utility providers must provide a letter indicating their intent or agreement to serve the Subdivision.
 3. A letter must be provided from the applicable emergency service providers indicating their approval of the Subdivision.

D. FLOODPLAIN AND DRAINAGE INFORMATION

1. For Lots intending to be occupied or built which contain 100 year Floodplain, benchmarks and minimum finished floor elevations of each Lot shall be shown on the Final Plat.
2. Any Subdivision within or adjoining the Floodplain will require the Applicant to place a permanent monument (brass disk) with the flood datum (a benchmark) at or near the 100 year Floodplain.
3. Building in the floodway is prohibited.
4. Building in the Floodplain is restricted to engineering design that will give evidence that it will not increase the 100 year flood elevation. An Engineer must verify this fact by submitting a "No-Rise Certification" to County. No buildings are allowed within the floodplain as identified by FEMA FIRM maps, or as modified by any Conditional Letter of Map Revision ("CLOMR") or a Letter of Map Revision ("LOMR").

E. STREET AND RIGHT-OF-WAY INFORMATION

1. The Final Plat shall include the following street and right-of-way information:

- i. location, length and right-of-way widths of all proposed streets and depiction of how all proposed streets shall connect with previously dedicated, platted or planned streets within the vicinity of a Subdivision.
 - ii. total length of all streets, to the nearest one-tenth mile;
 - iii. total acreage of all public or private street and rights-of-way;
 - iv. names of all streets; and
 - v. the County in which the streets are constructed shall be responsible for maintenance in accordance with the applicable regulations.
2. No single-family residential Lot shall have a driveway access from a numbered County road or a State maintained highway.

F. CONSTRUCTION PLANS

1. Construction plans shall include the following information;
- i. three (3) copies of complete construction plans, specifications and engineering calculations for streets, and drainage improvements to be constructed, are required to be submitted with the Final Plat. Construction plans must be one hundred percent (100%) complete at the time of submittal. Any incomplete sets of construction plans shall be returned unreviewed;
 - ii. the construction plans shall be submitted on standard 24" x 36" sheets;
 - iii. each sheet of the construction plans shall contain a title block, including space for the notation of revisions. The title block shall be placed on the cover sheet and shall clearly note the date and nature of each revision;
 - iv. each sheet of the construction plans shall include north arrow, scale, date, and benchmark description to U.S.G.S. datum;
 - v. each construction plan sheet shall bear the seal and signature of the Engineer responsible for the design and preparation of the plans and sheets;
 - vi. at a minimum, a plan and profile of each street with stationing, top of curb grades, natural ground and finished grade elevations at the right and left rights of way and at the street centerline. The typical cross-section of proposed streets shall show the width of roadways, pavement type and location and width of sidewalks;
 - vii. at a minimum, a plan and profile of proposed sanitary sewers with stationing, grades and pipe sizes indicated and showing locations of

manholes, cleanouts, etc., and a plan of the proposed water distribution system showing pipe sizes and location of valves, fire hydrants and fittings. Applicable construction details shall be included with the construction plans;

- viii. include a general location map of the Subdivision showing the entire watershed and the limits of all on-site and off-site storm water draining to the project;
 - ix. include calculations showing the anticipated storm water flow, including watershed area, percent runoff, runoff factors, storm intensity and time of concentrations showing basis for design; and
 - x. include a plan and profile of proposed storm sewers and channels, showing stationing, hydraulic data, grade lines, grades and sizes, manholes, inlets, pipe connections, outlet structures, etc.
2. Include a detailed plan for any bridges, culverts, catch basins, and other drainage structures or any other improvements to be made and shall include:
- i. open channel or storm drain grades, design flow, design velocity, capacity and hydraulic grade line;
 - ii. a plan and profile of all culverts under any street with the design flow of water, headwater and tailwater depth and tail water velocity;
 - iii. the size of all driveway culverts to carry the design flow of water at each point of installation;
 - iv. typical ditch sections and the width of any right-of-way or easement needed; and
 - v. a summary sheet of all drainage facilities.
3. Any proposed changes in topography shall be shown by contour lines on a basis of five (5) foot intervals in terrain with a slope of five (5) percent or more and on a basis of one (1) foot intervals in terrain with a grade less than five (5) percent.
4. An erosion control plan that is in compliance with State and Federal guidelines shall be included with the construction plans.

G. FISCAL SECURITY

1. The amount of fiscal security posted by an Applicant shall equal one hundred percent (100%) of the estimated construction cost of the road and drainage infrastructure improvements not completed at the time of plat recordation. The Applicant shall submit the required security to the County for paving and drainage within the street ROW's.

2. An Engineer shall provide the construction cost estimate of the infrastructure not completed at the time of plat recordation to the County Engineer for approval.
3. The Applicant shall either:
 - i. deposit cash, or other instrument readily convertible into cash at face value with either the County or escrow with a bank or savings and loan institution; or
 - ii. provide a letter of credit from a bank or other reputable institution. This letter shall be submitted to the County, and shall certify: (i) that the creditor does guarantee funds equal to 100% of the estimated construction costs of the Subdivision infrastructure improvements not completed at the time of recordation of the plat, (ii) in case of failure on the part of the Applicant to complete the specified improvements, the letter of credit may be called by the County, and (iii) the letter of credit may not be withdrawn, or reduced in amount, until approved by the County.
4. Upon issuance of the final acceptance letter, the County will release or direct the escrow bank to release the fiscal surety.

H. RECORDATION

1. A Final Plat shall not be recorded until:
 - i. the County Commissioners Court has approved the Final Plat, and construction plans, and;
 - ii. the Applicant constructs all of any road and drainage infrastructure improvements within 36 months after County Commissioners Court approves the Final Plat and construction plans; or
 - iii. the Applicant posts fiscal security with the County for any improvements shown on the approved construction plans which are not completed.
2. County Administrator shall have the approved plat recorded in each County where land included in the plat is located.

I. APPLICATION REVIEW AND APPROVAL PERIOD

1. The application review and approval period for a Final Plat shall be governed by Exhibit "C" of this Agreement.
2. The County Commissioners Court shall approve a Final Plat if it satisfies each of the requirements set forth by this Chapter 1.

J. RECORD PLAT

Two (2) duplicate 18" x 24" photographic mylars shall be presented to the County Clerk for recording the Final Plat. All writing and drawings on the Final Plat must be large enough to be easily legible following recording, and legible at 50% photocopy reduction.

K. FEES

Each request for Final Plat and construction plan approval shall be in accordance with County fees in effect at the time of the request.

ARTICLE VIII

REPLAT, VACATION OR AMENDMENT OF A SUBDIVISION PLAT

A. VACATION OF PLAT, REPLAT AND AMENDMENT OF PLAT

1. Any plat, replat or amended plat previously recorded with the County Clerk may be vacated by the property owner(s) at any time prior to the sale of any Lot by filing a written, signed, and acknowledged instrument declaring the same to be vacated and recorded with the County Clerk.
2. The Applicant shall be required to notify by certified or registered mail, return receipt requested, owners of property adjacent to the area to be re-platted.
3. The County Commissioners Court shall adopt and order to permit the plat vacation, replat or amended plat ("Modified Plat") if it is shown to the County Commissioners Court that;
 - i. the Modified Plat will not interfere with the established rights of any owner of a part of the subdivided land, or
 - ii. each owner whose rights may be interfered with has agreed to the Modified Plat.
4. A Modified Plat shall be recorded and controls over a previously recorded plat without vacation of that plat if the Modified Plat is signed and acknowledged by Owner of the property being platted, and is approved, after public hearing on the matter, by the County Commissioners Court. The action of a Modified Plat cannot amend or remove any covenants or restrictions of the original plat.
5. The County Commissioners Court shall approve and issue an amended plat that complies with Chapter 212 of the Local Government Code.

B. APPLICATION REVIEW AND APPROVAL PERIOD.

1. The application review and approval period for any Modified Plat shall be governed by Exhibit "C" of this Agreement.
2. The County Commissioners Court shall approve a Modified Plat if it satisfies each of the requirements set by this Chapter 1.

C. FEES

Each request for a Modified Plat shall be in accordance with County fees in effect at the time of the request.

ARTICLE IX

ROAD CONSTRUCTION AND DRAINAGE REQUIREMENTS

A. GENERAL REQUIREMENTS

1. Streets to be constructed shall meet the minimum design requirements set forth in Table #1 below.

Table 1 Summary of Roadway Standards

Function Classification		Alley	Local	Residential Collector	Neighborhood Collector	Arterial
1	Centerline Intersection Angle – Maximum	80°-100°	80°-100°	80°-100°	80°-100°	80°-100°
2	Centerline Intersection Offset ⁽¹⁾ - Minimum	-	125'	125'	125'	200'
3	Centerline Intersection Spacing ⁽²⁾ – Maximum	-	1,200'	1,200'	1,500'	NA
4	Centerline Intersection Spacing ⁽²⁾ - Minimum	-	130'	150'	250'	300'
5	Centerline Radii – Minimum	-	198'	333'	333'	1,039'
6	Centerline radius with Knuckle	-	50'	NA	NA	NA
7	Cul-de-sac Length – Maximum	-	700'	NA	NA	NA
8	Cul-de-sac Pavement Radii ⁽³⁾ – Minimum	-	40'/50'	NA	NA	NA
9	Cul-de-sac ROW Radii ⁽³⁾ – Minimum	-	50'/60'	NA	NA	NA
10	Curb Radii at intersections – Minimum	15'	20'	25'	25'	25'
11	Design Speed	-	25 MPH	30 MPH	30 MPH	45 MPH
12	Driveway permitted	Yes	Yes	Yes	Yes	Restricted ⁽⁸⁾
13	Flag lot width ⁽⁴⁾ – Minimum	-	5'	5'	5'	5'

14	Flag lot width ⁽⁵⁾ – Minimum	-	15'	15'	15'	15'
15	Grade Maximum	11%	11%	10%	10%	8%
16	Lanes - Number	1-2	2	2	2	2-4
17	Medians allowed	No	Yes	Yes	Yes	Yes
18	Parking On Street Allowed	No	Yes	Yes	Yes	No
19	Street Paving Width (face to face)- Minimum	15'	28'	30'	36' ⁽⁶⁾	48' ⁽⁶⁾
20	Street ROW Width - Minimum	20'	50'	60'	70' ⁽⁷⁾	86' ⁽⁷⁾
21	Tangent Between. Curves – Minimum	-	0'	100'	150'	250'

(1) Two streets intersecting another street from opposite sides – does not apply on divided road without median opening.

(2) Two streets intersecting another street from the same side – does not apply on divided road without median opening.

(3) The higher radii shall be provided when the cul-de-sac provides public access to a park, a paseo, or any facility that will trigger a higher use than a residential cul-de-sac.

(4) For instances when an access easement is provided for all flag lots in question.

(5) For a single lot when no access easement is provided.

(6) The Street ROW Width Minimum will increase 5 feet per bike lane added.

(7) The Street Paving Width Minimum will increase 5 feet per bike lane added.

(8) No single-family driveways are permitted on Arterials.

2. All streets shall be named. Naming and addressing of all streets shall be coordinated through the County 911 addressing program.

B. COMPLIANCE, INSPECTION AND TESTING

1. All Subdivision roads and drainage improvements constructed by the developer must be designed in accordance with the requirements of this Article IX and subject to the variance procedure set forth in Article V above. Three (3) complete sets of approved

Subdivision construction plans including the approved Final Plat will be submitted to County Administrator.

2. The Applicant shall pay an inspection fee to County to inspect the applicable wastewater, drainage and paving infrastructure shown in the construction plans as it is being performed to assure compliance with this Chapter 1. This fee shall be in accordance with County fees in effect at the time of the request. All County inspectors shall perform their duties under the direct supervision of County Engineer in compliance with TCEQ regulations governing municipal utility districts' issuance of bonds.
3. Failure to comply with any testing required or failure to obtain the tests required before proceeding with the next phase of the work shall cause a determination of non-compliance of the Applicant with this Chapter 1.
4. Determination of non-compliance caused by failure to obtain the tests and inspection may only be corrected by:
 - i. complete removal of the work and reconstruction in conformance with these Chapter 1 requirements; or
 - ii. testing or representative samples taken by core drilling or by removal of specified sections to reach the areas to be tested; or
 - iii. any reasonable method that will prove complete compliance with this Chapter 1, which is approved in writing, by County Engineer.
5. The cost of work, repairs, or testing shall be at the expense of the Applicant, and all such work, repairs or testing shall be as follows:
 - i. in accordance with approved construction plans;
 - ii. performed by a person or firm qualified to produce and furnish accurate results.
6. Applicant shall give County at least one (1) working day notice of any requested inspections.
7. Geotechnical soil testing shall be taken at least every 500 feet to determine that the roadway meets these standards. Testing shall be under the supervision of a geotechnical Engineer.

C. MINIMUM REQUIREMENTS

When utility lines extend across a roadway, they shall be installed, or appropriately sleeved, prior to the placement of base so that the road bed is not disturbed subsequent to road construction.

D. DRAINAGE

1. Drains, drainage structures, and appurtenances shall be designed by an Engineer.
2. Drainage calculations shall be made using an accepted method approved by County Engineer. Drainage systems shall be designed for a 25 year frequency storm, with the 100 year frequency storm contained within the street rights-of-way, and shall be subject to the approval of County Engineer.
3. Minimum drainage pipe diameter under public streets is 18"; and 12" under private streets. Drainage structures shall be backfilled in accordance with City of Austin Standard Specifications.
4. Pipe ends will be protected by safety end treatments, headwalls, riprap, or other concrete structures as approved by County Engineer.
5. Drainage easements shall be shown to scale.
6. Appropriate data and calculations shall be presented to County Engineer upon submission of Subdivision construction plans.
7. Detention and retention ponds shall be designed and constructed to mitigate for the 2, 25, and 100 year storms. There may not be a greater runoff rate from the property after the development than there was prior to development for these storm events.
8. All developments must complete, and have approved by County Engineer, an erosion and sedimentation control plan, a storm water pollution prevention plan, and/or any other related Federal or State required design regarding stormwater.

E. PAVEMENTS

Subgrade, base and pavements shall be designed and constructed in accordance with recommendations made by a geotechnical Engineer.

F. TRAFFIC SIGNS

1. Signs and guard posts shall be installed in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways and as directed by County Engineer.
2. County Engineer shall approve to the placement of traffic signs or guard rails. Traffic signs, guardrails and other traffic control devices shall be shown on the construction plans.

G. (INTENTIONALLY DELETED)

H. SPEED LIMIT SIGNS

1. Speed limit signs shall be posted as shown on the construction plans.
2. Posted speed limits in Subdivisions shall be 5 M.P.H. lower than the design speeds listed in Table 1 Article IX. A. 1.

3. Speed limit signs shall be 18" x 24" "Engineer Grade Reflective Sheeting" on aluminum.

I. SIGN POSTS

Developer reserves the right to use a decorative sign post as long as it meets the minimum standards of the current Texas Manual on Uniform Traffic Control Dives (TMUTCD).

J. FINAL INSPECTION AND ACCEPTANCE

1. Before final acceptance of the wastewater, drainage and streets in the Subdivision, the design Engineer shall issue a letter to the Entity stating that he has made an observation of such improvements and recommends acceptance by said Entity. Along with this letter, the design Engineer shall submit one set of record drawings showing the work to be accepted by the Entity.
2. Upon completion of drainage, roads, streets and other facilities intended for the use of the public, the Applicant shall request, in writing, that the design Engineer, County Engineer and the Entity Engineer conduct a final inspection.
3. County Engineer shall, within 15 days of receiving a request for final inspection, inspect the work for compliance with the approved construction plans.
4. County Engineer shall notify the Applicant, Applicant's Engineer and the County Commissioners Court in writing as to the acceptance or rejection of the improvements. City Engineer shall reject such improvements if the improvements fail to comply with the standards and specifications contained herein. If County Engineer reasonably rejects such improvements County Engineer shall provide a punch list to the Applicant denoting items remaining to be completed. The Applicant shall have 30 days to correct the defective work. If County Engineer rejects such improvements, following subsequent attempts to satisfy the requirements of this Chapter 1, the County Commissioners Court may proceed to enforce the guarantees provided for in this Chapter 1.
5. When all work is found to be in compliance, and the Maintenance Bond, identified in Article IX L, is provided, County Engineer's written recommendation to accept the construction will be sent to the applicable municipal utility district, Applicant and the Applicant's Engineer.
6. Upon final approval, title to all wastewater and drainage infrastructure shall be conveyed to the applicable municipal utility district. The street infrastructure shall be dedicated to the County.

K. GUARANTEE AGAINST DEFECTIVE WORK

1. Applicant's contractor shall provide a maintenance bond warranting the Subdivision infrastructure for a period of two (2) years following completion of the construction activities and acceptance of the work by the Entity.

2. The warranty shall bind the Applicant's contractor to correct and repair any defects in materials, workmanship (including backfills) or design inadequacies, discovered within the two (2) year warranty period.
3. The Applicant shall cause its contractor to correct at its own expense, such defects within 30 days after receiving written notice of such defects from the Entity. Should the Applicant fail or refuse to correct such defects within the said 30 day period or to provide acceptable assurances that such work will be completed within a reasonable time thereafter, the Entity may correct or cause to be corrected any such defects at the expense of the Applicant or by using funds from the Maintenance Bond.

L. MAINTENANCE BONDS

1. The Applicant's contractor shall execute a maintenance bond or bonds in the total sum of ten percent (10%) of the infrastructure construction cost being conveyed to an Entity guaranteeing the work and the warranties ("Maintenance Bond"). The Subdivision or development will not be accepted by the Entity until such bonds are furnished.
2. The surety company underwriting the bonds shall be acceptable if on the latest list of companies holding certification of authority from the Secretary of the Treasury of the United States and shall be licensed to write such bonds in the State of Texas.
3. Upon receipt of an acceptable maintenance bond the Entity will issue a final acceptance letter to the Applicant. After the final Acceptance Letter is issued, the Entity will monitor the constructed facilities.
4. If failures appear during the warranty period, the Applicant or the Applicants contractor will be notified for corrections.
5. On the completion of the two (2) year warranty with no outstanding warranty claims, the Entity shall issue the Applicant or Applicant's contractor a letter of bond release.

M. PRIVATE ROADS AND STREETS IN A SUBDIVISION

An Applicant reserves the right to plat private streets with the intent to create gated communities.

ARTICLE X

UTILITIES

A. GENERAL REQUIREMENTS

1. All underground water, telephone, gas, cable, and electric lines shall be buried to a minimum depth of 24 inches.
2. If an Applicant contracts with a public water provider to provide water to the Subdivision, a water distribution system will be engineered to meet the construction standards established by the applicable public water provider or municipal utility district and the Texas Commission on Environmental Quality.
3. All water lines within and water line extensions to the Subdivision must be designed and constructed to supply adequate fire flow to all proposed homes within the Subdivision. The size of water lines shall be determined by all applicable Federal, State and local requirements regarding fire protection. The developer shall install fire hydrants spaced at least every 500 feet within the Subdivision.
4. All utilities shall be designed and constructed to meet minimum standards of the utility provider.

ARTICLE XI

WASTEWATER

A. GENERAL REQUIREMENTS

1. All of Caldwell Valley shall be served by an onsite wastewater treatment plant and collection system permitted by the TCEQ.
2. The wastewater treatment plant and collection system shall be constructed in accordance with standards set forth by the TCEQ and the Texas Pollutant Discharge Elimination System.
3. County Engineer shall be copied on submissions to the TCEQ for the wastewater treatment plan.

ARTICLE XII

LOT DIMENSIONS

Caldwell Valley Design Standards

Residential Product	Minimum Lot Size (Sq. Ft.)	Minimum Lot Width (Ft.)	Minimum Lot Depth (Ft.)	Maximum Density (DU/Ac.)	Minimum Building Setbacks (Ft.)			
					Front (Standard/Side-Entry Garage)	Side (Interior)	Side (Street)	Rear
Low Density Residential	5,000	50	100	5.2	20/20	5	10	10
Medium Density Residential	2,000	30	50	10.0	20	5 / 0	5	4
Urban Density Residential	2,000	25	80	24.0	5	0	5	4
Civic	8,000	80	100	na	20	10	15	15

A. LOW DENSITY RESIDENTIAL

A minimum of ten percent (10%) of the low-density classification will be lots no smaller than 7,000 square feet with a minimum lot width of 65' and minimum lot depth of 110'.

ARTICLE XIII

LANDSCAPING, LIGHTING AND SIGNS

A. GENERAL REQUIREMENTS

1. Lighting: In order to prevent light pollution and to conserve energy, all lighting in common areas and open spaces, shall be reasonably shielded. Lighting must otherwise conform to City's lighting ordinance in effect as of the Effective Date of the Caldwell Valley Development Agreement.
2. Landscaping: Ground cover, including grass and mulched areas, shall be established on that portion of all residential lots visible to public view and adjacent street rights-of-way. At least one (1) tree will be planted and maintained for each forty feet (40') of lot frontage. Mulched areas may include xeriscaping or other drought tolerant solutions. Landscaping must otherwise conform to City's landscaping ordinance in effect as of the Effective Date of the Caldwell Valley Development Agreement.
3. Signs: Signs must conform to City's sign ordinance in effect one hundred twenty (120) days after the Effective Date of the Caldwell Valley Development Agreement.

EXHIBIT "C"

APPROVAL SCHEDULE

Section 1. Preliminary Plats

Section 1.01 County Administrator shall promptly deliver an application for preliminary plat approval to County Engineer for review no later than five (5) calendar days after the application is filed with County.

Section 1.02 County Administrator shall promptly deliver a copy of the submitted application to City no later than five (5) calendar days after the application is filed with County. Applications submitted to City shall be for informational purposes only.

Section 1.03 County Engineer shall review the preliminary plat as to its conformity with the Caldwell Valley Development Standards and the Concept Plan. County Engineer shall deliver written comments and recommendations to the applicant regarding an application no later than thirty (30) calendar days after the application was filed with County Administrator.

Section 1.04 An applicant may file with County Engineer an update to an application to address County comments for preliminary plat approval not later than one hundred eighty (180) calendar days after the application was filed with County Administrator. This 180 day review period may be extended for an additional 180 days upon written notice to County Engineer no later than 180 days after the application was filed with County Administrator. County Engineer shall grant all requests for an extension to the 180 day review period.

Section 1.05 County Engineer review period of an update to an application is fourteen (14) calendar days.

Section 1.06 After County Engineer approves the preliminary plat as to its conformity with the Caldwell Valley Development Standards and the Concept Plan, County Administrator shall schedule the preliminary plat for approval at the next regularly scheduled County Commissioners Court meeting.

Section 1.07 County Commissioners Court shall approve a preliminary plat that complies with the Caldwell Valley Development Standards and the Concept Plan within thirty days (30) after the preliminary plat is approved by County Engineer.

Section 2. Final Plats & Construction Plans

Section 2.01 County Administrator shall promptly deliver applications for approval of final plats and construction plans to County Engineer for review no later than five (5) calendar days after an application is submitted to County.

Section 2.02 County Administrator shall promptly deliver a copy of the submitted application to City no later than five (5) calendar days after the application is filed with County. Applications submitted to City shall be for informational purposes only.

Section 2.03 County Engineer shall review all final plats and construction plans as to its conformity with the Caldwell Valley Development Standards. County Engineer shall prepare and deliver written comments and recommendations to the applicant regarding an application no later than thirty (30) calendar days after the application was filed with County Administrator.

Section 2.04 An applicant may file with County Engineer an update to address County comments for approval not later than one hundred eighty (180) calendar days after the application was filed with County Administrator. This 180 day review period may be extended for an additional 180 days upon written notice to County Engineer no later than 180 days after the application was filed with County Administrator. County Engineer shall grant all requests for an extension to the 180 day review period.

Section 2.05 County Engineer review period of an update to an application is fourteen (14) calendar days.

Section 2.06 County Administrator shall schedule an application for plat approval by County Commissioners Court at the next regularly scheduled County Commissioners Court meeting after:

(a) County Engineer approves the plat as to its conformity with the Caldwell Valley Development Standards and its general conformance with the preliminary plat; and

(b) Owner of the land included in the proposed plat signs the plat and each Owner's signature is acknowledged.

Section 2.07 County Commissioners Court shall approve a plat that complies with the Caldwell Valley Development Standards and the preliminary plat within thirty days (30) after the plat is approved by County Engineer.

Section 2.08 Owner, in coordination with County, shall deliver two (2) copies of all recorded plats for subdivisions within Caldwell Valley to City within ten (10) business days after the subdivision plat is recorded.

Section 3. Vacation of Plats, Replats and Amendment of Plats

Section 3.01 County Administrator shall promptly deliver an application for vacation of plats, replats and amendment of plats to County Engineer no later than five (5) calendar days after the application is filed with County.

Section 3.02 County Administrator shall promptly deliver a copy of the submitted application to City no later than five (5) calendar days after the application is filed with County. Applications submitted to City shall be for informational purposes only.

Section 3.03 County Engineer shall review the application as to its conformity with the Caldwell Valley Development Standards. County Engineer shall prepare and deliver written

comments and recommendations to the applicant regarding an application no later than thirty (30) calendar days after the application was filed with County Administrator.

Section 3.04 An applicant may file with County Engineer an update to address County comments for approval not later than one hundred eighty (180) calendar days after the application was filed with County Administrator. This 180 day review period may be extended for an additional 180 days upon written notice to County Engineer no later than 180 days after the application was filed with County Administrator. County Engineer shall grant all requests for an extension to the 180 day review period.

Section 3.05 County Engineer review period of an update to an application is fourteen (14) calendar days.

Section 3.06 Upon County Engineer's approval of an application for vacation of plats, replats, or amendment of plats, County Administrator shall schedule an application for approval at the next regularly scheduled County Commissioners Court meeting.

Section 3.07 County Commissioners Court shall approve an application for vacation of plats, or replats or amendment of plats that comply with the Caldwell Valley Development Standard within thirty days (30) after the vacation of plats, replats, or amendment of plats are approved by County Engineer.

Section 3.08 Owner, in coordination with County, shall deliver two (2) copies of all recorded plats for subdivisions within Caldwell Valley to City within ten (10) business days after the subdivision plat is recorded.

E.2. DRAINAGE DESIGN CRITERIA

- A) Caldwell County drainage policy shall govern the planning and design of drainage infrastructure subject to the jurisdiction of this ordinance. Notwithstanding, all designs shall be in accordance with sound engineering practices and shall not necessarily be limited to minimum criteria when it is deemed by the County Engineer to be necessary for the welfare or safety of the public to implement more stringent requirements or criteria.
- B) Drainage design sheets shall indicate channel or water course cross-sections at sufficient spacing, scale and dimension to adequately determine or delineate the water surface profile, velocity, and other necessary parameters of the design flow under consideration.
- C) Drainage design calculations shall be presented legibly and with a clear and logical progression on the plan sheets or in a separate report document.
- D) Hydrologic Methods – Hydrologic design procedures used to calculate stormwater flow rates must be consistent when drainage areas are combined. In all cases, the hydrologic method required for the largest drainage area shall be used for all sub-watersheds. Hydrologic design procedures shall conform to the following methods where appropriate:
 - 1) The Rational Method may be used for drainage areas not exceeding one hundred (100) acres.
 - 2) The U.S. Corps of Engineers hydrologic model HEC-HMS or the Soil Conservation Service (now NRCS) model SCS TR-20 shall be used when drainage areas exceed 100 acres, and may also be used for drainage areas smaller than 100 acres.
- E) Hydraulic Methods – Hydraulic design procedures used to calculate water surface elevations, flow velocities, energy grade lines or other hydraulic parameters shall conform to the following methods where appropriate:
 - 1) Manning's Equation may be used for computing normal depths for steady flows confined to uniform channels with free surface flow.
 - 2) The riverine hydraulics program HEC-RAS Flood Plain Hydraulics, developed by the US Army Corps of Engineers, or WSP2 (Water Surface Profile 2), developed by the Soil Conservation Service, shall be used for analysis of non-uniform flow and of backwater profiles.
 - 3) StormCad, developed by Bentley Systems, or Hydraflow Storm Sewers, developed by Autodesk shall be used for design of storm sewer systems.
 - 4) Alternative hydraulic analysis methodologies including multi-dimensional and/or unsteady flow models for open channel flow or alternative storm sewer analysis methodologies may be allowed subject to prior approval by the County Engineer.
- F) Drainage plans shall show the design in plan and profile on the same sheet and shall have a scale ratio no larger than 1" = 50' horizontal to 1" = 5' vertical.
- G) The maximum allowable flow velocity in open channels for the 100-year frequency storm is six feet (6') per second. The minimum allowable flowline slope in open channels is one (1) percent. Use of a concrete low

flow inset channel allows a minimum flowline slope of 0.5%. Alternative design values may be acceptable subject to review and approval by the County Engineer.

- H) Channel sideslopes may not be steeper than 3:1 (H:V) unless provided with structural or other measures designed by a qualified engineer to assure slope stability.
- I) The engineer must take care to insure open channel flow designs provide adequate freeboard to accommodate hydraulic jumps which may occur in the channel when considering the 25- and 100-year storms.
- J) For non-curbed streets, all flows shall be contained within parallel roadside ditches. Concrete or rock retards shall be used when design velocities exceed five feet (5') per second. Roadside drainage ditches without a protective lining shall have an established vegetative cover.
- K) Construction plans for proposed reinforced concrete box culverts, bridges and related structures may be adaptations of TxDOT standards.
- L) For bridges and culverts constructed on streets in urban or rural subdivisions serving residential properties, runoff from the 100-year frequency storm shall not overtop the roadway crown or adjacent top of curb by more than twelve (12") inches. For bridges and culverts constructed on streets other than in residential neighborhoods, runoff from the 100-year frequency storm shall not overtop the roadway crown or adjacent top of curb by more than six (6") inches.
- M) Where a floodplain delineation is required, its determination shall be based on the projected full development of all properties contributing to the point of consideration assuming no flood detention. The design engineer may elect to incorporate the flow reduction benefits of upstream flood detention subject to the following required field and hydrologic investigations:
 - 1) a field survey of the existing physical characteristics of both the outlet structure and ponding volume of upstream flood detention facilities.
 - 2) a comprehensive, spacially and temporally accurate hydrologic analysis of contributing hydrographs.Approval of flow reductions associated with upstream detention are subject to review and approval by the County Engineer.
- N) The design engineer may elect to utilize a floodplain delineation previously approved by the County Engineer, assuming the same is still applicable under present requirements and criteria. In so doing, the engineer does not remove himself from responsibility for the delineation's accuracy.
- O) A drainage area of 64 acres or greater is required within a contributing watershed to create a "floodplain". For areas of flow with less than 64 acres of contributing area, no floodplain must be defined; however, with regard to the drainage design criteria presented herein, any concentrated flow shall be contained in a dedicated drainage easement.
- P) Drainage easements shall provide additional width necessary to allow safe ingress and egress for maintenance activities and equipment.
- Q) All new bridges shall be designed to convey a 100-year frequency storm. The water surface profile elevation shall not exceed the low chord elevation of the bridge structure.

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- R) The 25-year hydraulic grade line shall be at or below the gutter line and shall in no case surcharge back through an inlet or inlets.
 - S) All storm sewers, inlets, manholes or junctions shall be designed in accordance with Texas Department of Transportation hydraulic criteria.
 - T) Headwalls, wing-walls, ditch checks, inlets or other drainage structures shall be designed in accordance with Texas Department of Transportation standards.

F. APPENDIX F – EROSION AND SEDIMENT CONTROL REQUIREMENTS

- A) Minimum requirements for temporary and permanent erosion control design for site and subdivision projects shall be as follows:
 - 1) The temporary (construction-phase) erosion control plan shall be sufficient to prevent sedimentation of drainageways, drainage structures, and floodplain areas that could result in reduced flow capacity, excessive streambank erosion, erosion around structures, or damage to adjoining property.
 - 2) The permanent erosion control plan shall be sufficient to:
 - a) Permanently stabilize all disturbed areas with vegetation, including slopes and embankments.
 - b) Prevent erosion at culvert and storm sewer outlets, at bridges, and within channels through use of energy dissipaters, rip-rap, level spreaders, vegetative channel treatments, erosion resistant structural linings or gabions; erosion control blankets, retards or drop structures both during and after the vegetation re-establishment period.
 - c) Protect the integrity of structural improvements including prevention of ongoing sedimentation of drainage structures, channels, and roadside drainage ditches.
- B) Stormwater discharges from all land development projects must conform to the National Pollutant Discharge Elimination System (NPDES) requirements of the Clean Water Act which is administered through the U. S. Environmental Protection Agency (EPA) and the Texas Commission on Environmental Quality. Based on construction scope and total acreage of disturbed soil area, requirements may include compliance with NPDES General Permits for Industrial Activity, preparation and execution of a Storm Water Pollution Prevention Plan (SWPPP), and construction start and completion notifications.
- C) Rock or riprap retards shall be used to control the erosive characteristics of drainage in roadside ditches on steep slopes. Retards shall be designed to reduce flow velocities to a non-erosive level and to prevent storm flows from encroaching on the driving surface. Retards shall not project onto shoulder surfaces and shall blend into ditch lines so that normal roadside ditch maintenance is possible.

2015.10.26.14 Discussion/Action to authorize a monthly stipend in the amount of \$500, for the 2015-2016 fiscal year beginning on October 1, 2015, payable to Nick Dornak, to serve as Environmental Programs Administrator for the Caldwell County Feral Hog Task Force and the TCEQ Grant for Implementation of Low Impact Development for the Caldwell County Justice Center. Grants or donations awarded to or solicited by Mr. Dornak on behalf of these two programs will be issued to Caldwell County and utilized by the County to (1) offset the cost of the stipend, and (2) support continued implementation of the two programs. **Cost: TBD. Speakers: Judge Schawe. Backup: None**

2015.10.26.15 Discussion/Action

authorizing the County Judge to transfer funds from one budget line item to another if funds are available for transfer, without first having to seek Commissioners Court approval. **Cost: None. Speakers: Judge Schawe/ Debra French. Backup: None**

2015.10.26.16 Discussion/Action

authorizing the County Judge to sell or dispose of County surplus property or salvage from County offices located at 201 E. San Antonio St. and at 110 E. Market St., Lockhart, TX either by (1) public auction; (2) competitive bid; (3) donating to a civic or charitable organization; or (4) selling or offering the property as a trade-in on new property of the same general type. **Cost: TBD. Speakers: Judge Schawe. Backup: None**

2015.10.26.17

Adjournment.