

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



Notice is hereby given that an open meeting of the Caldwell County Commissioners Court will be held on Tuesday, January 23, 2024 at 9:00 AM in 110 S Main St. 2nd Floor, Lockhart, Texas at which time the following subjects will be discussed, considered, passed or adopted, to wit:

A. CALL MEETING TO ORDER

B. INVOCATION

C. PLEDGE OF ALLEGIANCE TO THE U.S. AND TEXAS FLAGS:

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

D. ANNOUNCEMENTS:

Items or comments from Court members or staff.

E. 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.) Citizens' Comments may be submitted to the Court by using the form found at: <http://www.co.caldwell.tx/us/page/caldwell.CommissionersCourtForm>

F. CONSENT AGENDA:

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

F.1 To approve payments of County Invoices and Purchase Orders in the amount of \$679,390.31.

F.2 To approve County Payroll payment in the amount of \$416,403.66 (12/17/2023 - 12/30/2023).

F.3 To approve County Payroll Tax payment in the amount of \$122,832.86 (12/17/2023 - 12/30/2023).

F.4 To accept the Caldwell County Constable PCT #3 2023 Racial Profiling Report.

F.5 To ratify election services contracts with local political parties to conduct their primary elections.

G. EXECUTIVE SESSION:

G.1 Pursuant to Texas Government Code Section 551.87: Deliberation regarding economic development negotiations associated with Project Snow. Possible action may follow in open court. Speaker: Judge Haden/Chase Goetz; Backup: 0; Cost: \$0.00

G.2 Pursuant to Texas Government Code Section 551.87: Deliberation regarding economic development negotiations associated with Project Celebration. Possible action may follow in open court. Speaker: Judge Haden/Chase Goetz; Backup: 0; Cost: \$0.00

H. DISCUSSION/ACTION ITEMS:

- H.1 Regarding the burn ban. Speaker: Judge Haden/Hector Rangel; Backup: 2; Cost: \$0.00
- H.2 To approve a Proclamation designating February 2024 as Career and Technical Education Month. Speaker: Judge Haden/Rachel Sotelo; Backup: 1; Cost: \$0.00
- H.3 To appoint Christine Ohlendorf to the Board of Caldwell County Community Services Foundation. Speaker: Judge Haden; Backup: 0; Cost: \$0.00
- H.4 To consider the approval of submitting a grant application for the Rural Law Enforcement Grant Program established by Senate Bill (SB) 22 to provide financial assistance to the Sheriff's Office. Speaker: Judge Haden/Amber Quinley/Sheriff Lane; Backup: 12; Cost: \$0.00
- H.5 To consider the approval of submitting a grant application for the Rural Law Enforcement Grant Program established by Senate Bill (SB) 22 to provide financial assistance to the District Attorney's Office. Speaker: Judge Haden/Amber Quinley/Fred Weber; Backup: 12; Cost: \$0.00
- H.6 To approve budget amendment #07 transferring \$3,100 from Repairs and Maintenance to Sheriff's Office Dues and Subscriptions. Speaker: Judge Haden/Danie Teltow; Backup: 1; Cost: \$0
- H.7 To approve fiscal security for construction of Cool Water Acres with a subdivision bond in the amount of \$2,299,477.33. Speaker: Judge Haden/Commissioner Horne/Donald Leclerc; Backup: 2; Cost: \$0.00
- H.8 To approve the Preliminary Plat of CH Callihan consisting of seven residential lots on approximately 13.177 acres located on Callihan Road and Bugtussle Lane. Speaker: Commissioner Horne/Kasi Miles; Backup: 27; Cost: \$0.00
- H.9 To approve the Final Plat of Tenny Creek Ranch consisting of 20 residential lots on approximately 60.583 acres located on Hall Road in Luling, Texas. Speaker: Commissioner Horne/Kasi Miles; Backup: 40; Cost: \$0.00
- H.10 To approve the Final Plat for Spanish Oaks consisting of 11 residential lots on approximately 20.03 acres located on Old Colony Line Road and Spanish Oaks Road. Speaker: Commissioner Horne/Kasi Miles; Backup: 15; Cost: \$0.00
- H.11 To consider approval of an interlocal cooperation agreement between the County and the Capital Area Council of Governments (CAPCOG), a signatory agent for the South Central Planning and Development Commission (SCPDC), for the County's use of MyGovernmentOnline software to enable online permitting for development services. Speaker: Commissioner Theriot/Chase Goetz; Backup: 18; Cost: \$3,125.04
- H.12 To consider approval of a donation agreement between the County and Sagada Dos LLC, for the donation of \$100,000.00 to construct, maintain, and repair a concrete road within the Sagada Dos subdivision located at Aguila Road off 1950 Homannville Trail, Lockhart, Texas 78644. Speaker: Commissioner Theriot/Chase Goetz; Backup: 3; Cost: \$0.00
- H.13 To approve the Preliminary Plat for Sage Hills Estates consisting of 12 residential lots on approximately 62.322 acres located on Tower Road. Speaker: Commissioner Theriot/Kasi Miles; Backup: 23; Cost: \$0.00
- H.14 To approve the construction bond in the amount of \$1,463,356.73 for Lively Stone Subdivision, Phase 13. Speaker: Judge Haden/Commissioner Thomas/Donald Leclerc; Backup: 3; Cost: \$0.00
- H.15 To approve the Final Plat for Sandy Creek Estates consisting of 8 residential lots on approximately 27.410 acres located on Sandy Creek Road. Speaker: Commissioner Thomas/Kasi Miles; Backup: 22; Cost: \$0.00

I. DISCUSSION ONLY:

- I.1 To discuss the development agreement for the Lantana Subdivision located on FM 2720. Speaker: Commissioner Westmoreland/Kasi Miles/Devin Lee Kleinfelder; Backup: 26; Cost: \$0.00

J. 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 Prospective Gift Donations); Texas Government Code Section 551.074 (Deliberations about Personnel Matters); Texas Government Code Section 551.0745 (Deliberations about a County Advisory Body); Texas Government Code Section 551.076 (Deliberations about Security Devices or Security Audits); Texas Government Code Section 551.084 (Exclusion of Witness from Hearing); Texas Government Code Section 551.087 (Deliberations about Economic Development Negotiations); and Texas Government Code Section 551.089 (Deliberations about Security Devices or Security Audits). In the event that the Court adjourns into Executive Session, the Court will announce the section of the 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. Requests 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.

Notice: Any documents linked to an item listed in this Agenda are subject to change both after posting and after discussion and vote during the Commissioners Court meeting. A copy of this Notice has been posted on the outdoor bulletin board located at the Caldwell County Courthouse, 110 S. Main Street, Lockhart, Texas 78644. Said place is readily accessible to the general public at all times, and will remain posted continuously for at least 72 hours preceding the scheduled time of the meeting. A copy of this Notice has also been posted online at the County's website at <https://www.co.caldwell.tx.us/page/caldwell.CommissionersCourtAgendaMinutesandVideo>.

Caldwell County Agenda Item

AGENDA DATE: January 23, 2024

Type of Agenda Item: Departmental Report

Subject: To approve payments of County Invoices and Purchase Orders in the amount of \$679,390.31.

Costs: \$679,390.31

Agenda Speakers: Judge Haden/Danie Teltow

Backup Materials: Attached

Total # of Pages: 28



Table with columns: Vendor Name, Payable Number, Description (Item), Account Name, Account Number, Amount. Includes sub-totals for various departments like 2120 - COUNTY TREASURER, 2130 - COUNTY AUDITOR, etc.

Expense Approval Register

Packet: APPKT13982 - AP 1/23/2024

Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
HOLLIS WILBURN BURKLUND	47856	CAUSE 47856	ADULT - INDIGENT ATTORNEY..	001-3240-4160	650.00
KRISTEN DAVIS C/O REESE & ...	48946	expenses	ADULT - ATTY LITIGATION EX...	001-3240-4080	5.00
KRISTEN DAVIS C/O REESE & ...	48946	ATTORNEY FEE	ADULT - INDIGENT ATTORNEY..	001-3240-4160	345.00
ODP BUSINESS SOLUTIONS	344960754001	OFFICE SUPPLIES	OFFICE SUPPLIES	001-3240-3110	14.33
ODP BUSINESS SOLUTIONS	3457559667001	OFFICE SUPPLIES	OFFICE SUPPLIES	001-3240-3110	15.09
ODP BUSINESS SOLUTIONS	645753357001	ID CARD HOLDER	OFFICE SUPPLIES	001-3240-3110	23.48
PAUL MATTHEW EVANS	49847	ATTORNEY FEE	ADULT - ATTY LITIGATION EX...	001-3240-4080	13.44
PAUL MATTHEW EVANS	49847	ATTORNEY FEE	ADULT - INDIGENT ATTORNEY..	001-3240-4160	361.56
MICHAEL M. LEE	49943	CAUSE 49943	ADULT - INDIGENT ATTORNEY..	001-3240-4160	1,000.00
PAUL MATTHEW EVANS	50087	ATTORNEY FEE	ADULT - ATTY LITIGATION EX...	001-3240-4080	18.32
PAUL MATTHEW EVANS	50087	ATTORNEY FEE	ADULT - INDIGENT ATTORNEY..	001-3240-4160	531.68
Department 3240 - COUNTY COURT LAW Total:					5,927.90

Department : 3253 - JUSTICE OF THE PEACE - PRCT. 3

TEXAS JUSTICE COURT TRAIN...	5159	CIVIL COURT TRAINING	TRAINING	001-3253-4810	50.00
Department 3253 - JUSTICE OF THE PEACE - PRCT. 3 Total:					50.00

Department : 3254 - JUSTICE OF THE PEACE - PRCT. 4

CARD SERVICE CENTER	840-57800400-1-7656215-1	STAMPS	POSTAGE	001-3254-3120	132.00
CARD SERVICE CENTER	840-57800400-1-7656228-1	STAMPS	POSTAGE	001-3254-3120	66.00
DOLORES NAVARRO	DEC2023	DEC 2023 MILEAGE	TRANSPORTATION	001-3254-4260	44.67
Department 3254 - JUSTICE OF THE PEACE - PRCT. 4 Total:					242.67

Department : 4300 - COUNTY SHERIFF

BEST WESTERN - GOLIAD TX	63491	SAFVIC TRAINING 2/4-7/2024	TRAINING	001-4300-4810	404.43
MARSHALL CRABB	GOLIAD 2/4-7/2024	TRAINING- PER DIEM MEALS	TRAINING	001-4300-4810	206.00
ODP BUSINESS SOLUTIONS	344955773001	OFFICE SUPPLIES - INK	OPERATING SUPPLIES	001-4300-3130	26.76
CARD SERVICE CENTER	4AAOCFAD-0004	NORTH TECH INC DBA RINGL...	OPERATING SUPPLIES	001-4300-3130	69.00
CITIBANK NA	55429503354717675450697	FOOD HANDLERS COURSE	TRAINING	001-4300-4810	7.00
AMAZON.COM SALES, INC	1QJT-N6YP-KMTD	AIR PURIFIER FILTER	OPERATING SUPPLIES	001-4300-3130	73.20
QUADIENT LEASING USA, INC	Q1120818	CONTRACT SERVICE - POSTA...	RENTALS	001-4300-4610	207.45
AMAZON.COM SALES, INC	1F7W-CFLG-T177	SMART LOCK FOR FRONT D...	OPERATING SUPPLIES	001-4300-3130	127.38
LOCKHART MOTOR CO.,INC.	208425	Repair Unit 2001 D. Dement	REPAIRS & MAINTENANCE	001-4300-4510	553.64
Department 4300 - COUNTY SHERIFF Total:					1,674.86

Department : 4310 - COUNTY JAIL

FLOWERS BAKING CO. OF SA...	4038388934	Flowers Baking	FOOD SUPPLIES	001-4310-3100	402.17
PERFORMANCE FOODSERVIC...	2175686	Performance Foods	FOOD SUPPLIES	001-4310-3100	883.54
TEXAS STATE NOTARY BURE...	126713770	R. CUELLAR NOTARY	OPERATING SUPPLIES	001-4310-3130	45.85
SYSCO CENTRAL TEXAS, INC	813428080	Sysco Food Supplies	FOOD SUPPLIES	001-4310-3100	2,262.39
SYSCO CENTRAL TEXAS, INC	813428081	Sysco Operating Costs	OPERATING SUPPLIES	001-4310-3130	27.09
M.B. HAMMO ENTERPRISES, ...	93786	Janitorial Supplies	OPERATING SUPPLIES	001-4310-3130	668.83
PERFORMANCE FOODSERVIC...	2179861	Performance Foods	FOOD SUPPLIES	001-4310-3100	1,567.05
UNIFIRST CORPORATION	2740124317	Uniform Services	OPERATING SUPPLIES	001-4310-3130	91.88
SYSCO CENTRAL TEXAS, INC	813435245	Sysco Food Supplies	FOOD SUPPLIES	001-4310-3100	1,589.54
SYSCO CENTRAL TEXAS, INC	813435246	Sysco Operating Costs	OPERATING SUPPLIES	001-4310-3130	294.06
SYSCO CENTRAL TEXAS, INC	813435247	Sysco Food Supplies	FOOD SUPPLIES	001-4310-3100	580.92
PERFORMANCE FOODSERVIC...	2182160	Performance Foods	FOOD SUPPLIES	001-4310-3100	1,526.67
GRAINGER	9931497979	REPAIR AND MAINT	REPAIRS & MAINTENANCE	001-4310-4510	44.44
SYSCO CENTRAL TEXAS, INC	813374093	Sysco Food Supplies	FOOD SUPPLIES	001-4310-3100	2,053.28
SYSCO CENTRAL TEXAS, INC	813374094	Sysco Operating Costs	OPERATING SUPPLIES	001-4310-3130	102.03
PERFORMANCE FOODSERVIC...	2162578	Performance Foods	FOOD SUPPLIES	001-4310-3100	1,427.58
FLOWERS BAKING CO. OF SA...	4038388744	Flowers Baking	FOOD SUPPLIES	001-4310-3100	402.17
SYSCO CENTRAL TEXAS, INC	813388672	Sysco Operating Costs	OPERATING SUPPLIES	001-4310-3130	416.83
SYSCO CENTRAL TEXAS, INC	813388673	Sysco Food Supplies	FOOD SUPPLIES	001-4310-3100	2,522.71
M.B. HAMMO ENTERPRISES, ...	93772	Janitorial Supplies	OPERATING SUPPLIES	001-4310-3130	927.90
PERFORMANCE FOODSERVIC...	2166837	Performance Foods	FOOD SUPPLIES	001-4310-3100	1,318.61
GRAINGER	9942731168	REPAIR AND MAINT	REPAIRS & MAINTENANCE	001-4310-4510	307.26
UNIFIRST CORPORATION	2740121011	Uniform Services	OPERATING SUPPLIES	001-4310-3130	91.88
SYSCO CENTRAL TEXAS, INC	813394934	Sysco Food Supplies	FOOD SUPPLIES	001-4310-3100	2,272.44
PERFORMANCE FOODSERVIC...	2169495	Performance Foods	FOOD SUPPLIES	001-4310-3100	932.93
JAN FORD MUSTIN PH.D, P.C.	8895	PROFESSIONAL SERVICES	EMPLOYEE PHYSICALS	001-4310-4135	350.00
FARMER BROTHERS. CO.	93464693	Farmer Brothers Co.	FOOD SUPPLIES	001-4310-3100	474.50

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Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
SYSCO CENTRAL TEXAS, INC	813405892	Sysco Operating Costs	OPERATING SUPPLIES	001-4310-3130	62.13
SYSCO CENTRAL TEXAS, INC	813405893	Sysco Food Supplies	FOOD SUPPLIES	001-4310-3100	1,628.87
SYSCO CENTRAL TEXAS, INC	813405894	Sysco Operating Costs	OPERATING SUPPLIES	001-4310-3130	27.09
M.B. HAMMO ENTERPRISES, ...	93779	Janitorial Supplies	OPERATING SUPPLIES	001-4310-3130	715.62
ODP BUSINESS SOLUTIONS	347246594001	OFFICE SUPPLIES - PAPER, FIL...	OPERATING SUPPLIES	001-4310-3130	180.67
FLOWERS BAKING CO. OF SA...	4038388893	Flowers Baking	FOOD SUPPLIES	001-4310-3100	420.36
PERFORMANCE FOODSERVIC...	2173255	Performance Foods	FOOD SUPPLIES	001-4310-3100	1,486.01
UNIFIRST CORPORATION	2740122965	Uniform Services	OPERATING SUPPLIES	001-4310-3130	91.88
SYSCO CENTRAL TEXAS, INC	813411246	Sysco Food Supplies	FOOD SUPPLIES	001-4310-3100	2,418.01
LARRY D. RIVERA	EMT-30702	5' X 1' SIGN	OPERATING SUPPLIES	001-4310-3130	72.23
Department 4310 - COUNTY JAIL Total:					30,687.42

Department : 4322 - CONSTABLES - PCT 2

AMAZON.COM SALES, INC	17RL-PMFF-FTTQ	TWO WAY RADIO X 3	MACHINERY AND EQUIPMENT	001-4322-5310	113.97
Department 4322 - CONSTABLES - PCT 2 Total:					113.97

Department : 4323 - CONSTABLES - PCT 3

TEXAS ASSOCIATION OF CO...	242549/242549 2024	MEMBERSHIP DUES	DUES & SUBSCRIPTIONS	001-4323-3050	70.00
AMAZON.COM SALES, INC	16ML-JFFT-77RG	EXTERNAL HARD DRIVE	MACHINERY AND EQUIPMENT	001-4323-5310	334.03
AMAZON.COM SALES, INC	13Y7-1NYL-LCRT	OFFICE CHAIR X 2	OFFICE SUPPLIES	001-4323-3110	199.94
Department 4323 - CONSTABLES - PCT 3 Total:					603.97

Department : 4324 - CONSTABLES - PCT 4

TEXAS JUSTICE COURT TRAIN...	5046	TRAINING	TRAINING	001-4324-4810	185.00
PRINTING SOLUTIONS	4663 POS	4663 POS 12/22/2023	OFFICE SUPPLIES	001-4324-3110	50.00
AMAZON.COM SALES, INC	1G4P-YLFP-NTP6	POSTAL SCALE	OFFICE SUPPLIES	001-4324-3110	55.07
AMAZON.COM SALES, INC	1Q19-3CQK-NXP9	OFFICE SUPPLIES	OFFICE SUPPLIES	001-4324-3110	79.37
AMAZON.COM SALES, INC	11G3-LL6K-T4CM	MOUSE/KEYBOARD	OFFICE SUPPLIES	001-4324-3110	49.98
Department 4324 - CONSTABLES - PCT 4 Total:					419.42

Department : 6510 - NON-DEPARTMENTAL

CHARTER COMMUNICATIONS..	184512001	FY 23-24 Blanket PO	FAX & INTERNET	001-6510-4425	229.17
STEVEN LEWIS CRAIN	231203	FY 23-24 Steven Crain Financ...	PROFESSIONAL SERVICES	001-6510-4110	880.00
CHARLES E. LAURENCE, M.D.	85371	Medical Director Monthly	PROFESSIONAL SERVICES	001-6510-4110	1,000.00
DOUCET & ASSOCIATES, INC	000000283	Blanket PO Doucet Services	PROFESSIONAL SERVICES	001-6510-4110	1,680.00
DOUCET & ASSOCIATES, INC	000000284	Blanket PO Doucet Services	PROFESSIONAL SERVICES	001-6510-4110	362.50
DOUCET & ASSOCIATES, INC	000000285	Blanket PO Doucet Services	PROFESSIONAL SERVICES	001-6510-4110	68.75
DOUCET & ASSOCIATES, INC	000000287	Blanket PO Doucet Services	PROFESSIONAL SERVICES	001-6510-4110	6,618.05
DOUCET & ASSOCIATES, INC	000000205	Blanket PO Doucet Services	PROFESSIONAL SERVICES	001-6510-4110	1,601.25
DOUCET & ASSOCIATES, INC	000000207	Blanket PO Doucet Services	PROFESSIONAL SERVICES	001-6510-4110	150.00
DOUCET & ASSOCIATES, INC	000000208	Blanket PO Doucet Services	PROFESSIONAL SERVICES	001-6510-4110	150.00
DOUCET & ASSOCIATES, INC	000000209	Blanket PO Doucet Services	PROFESSIONAL SERVICES	001-6510-4110	1,151.25
DOUCET & ASSOCIATES, INC	000000210	Blanket PO Doucet Services	PROFESSIONAL SERVICES	001-6510-4110	1,578.75
DOUCET & ASSOCIATES, INC	000000211	Blanket PO Doucet Services	PROFESSIONAL SERVICES	001-6510-4110	2,678.75
DOUCET & ASSOCIATES, INC	000000212	Blanket PO Doucet Services	PROFESSIONAL SERVICES	001-6510-4110	150.00
DOUCET & ASSOCIATES, INC	000000213	Blanket PO Doucet Services	PROFESSIONAL SERVICES	001-6510-4110	1,981.25
DOUCET & ASSOCIATES, INC	000000214	Blanket PO Doucet Services	PROFESSIONAL SERVICES	001-6510-4110	220.00
CITIBANK NA	3653676010-FC	FINANCE CHARGES	DUES & SUBSCRIPTIONS	001-6510-3050	71.95
DOUCET & ASSOCIATES, INC	000000236	Blanket PO Doucet Services	PROFESSIONAL SERVICES	001-6510-4110	2,416.25
CALDWELL COUNTY TAX ASS...	1110325 2024	JUVENILE PROBATION LICEN...	County Fleet-Tags-Titles	001-6510-4853	7.50
ENTERPRISE FM TRUST	588175A-010524	Monthly Maintenance	Lease-REPAIR & MAINTENAN...	001-6510-4841	3,798.96
ENTERPRISE FM TRUST	588175A-010524	Monthly Lease	Vehicle Leases	001-6510-4851	66,033.71
STEVEN LEWIS CRAIN	240101	FY 23-24 Steven Crain Financ...	PROFESSIONAL SERVICES	001-6510-4110	3,250.00
DOUCET & ASSOCIATES, INC	000000245	Blanket PO Doucet Services	PROFESSIONAL SERVICES	001-6510-4110	542.50
DOUCET & ASSOCIATES, INC	000000246	Blanket PO Doucet Services	PROFESSIONAL SERVICES	001-6510-4110	206.25
DOUCET & ASSOCIATES, INC	000000247	Blanket PO Doucet Services	PROFESSIONAL SERVICES	001-6510-4110	1,581.25
DOUCET & ASSOCIATES, INC	000000248	Blanket PO Doucet Services	PROFESSIONAL SERVICES	001-6510-4110	637.50
DOUCET & ASSOCIATES, INC	000000249	Blanket PO Doucet Services	PROFESSIONAL SERVICES	001-6510-4110	35.00
DOUCET & ASSOCIATES, INC	000000250	Blanket PO Doucet Services	PROFESSIONAL SERVICES	001-6510-4110	35.00
DOUCET & ASSOCIATES, INC	000000251	Blanket PO Doucet Services	PROFESSIONAL SERVICES	001-6510-4110	275.00
DOUCET & ASSOCIATES, INC	000000252	Blanket PO Doucet Services	PROFESSIONAL SERVICES	001-6510-4110	282.17
DOUCET & ASSOCIATES, INC	000000253	Blanket PO Doucet Services	PROFESSIONAL SERVICES	001-6510-4110	3,612.50
DOUCET & ASSOCIATES, INC	000000254	Blanket PO Doucet Services	PROFESSIONAL SERVICES	001-6510-4110	70.00

Expense Approval Register

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Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
DOUCET & ASSOCIATES, INC	000000255	Blanket PO Doucet Services	PROFESSIONAL SERVICES	001-6510-4110	1,447.50
DOUCET & ASSOCIATES, INC	000000256	Blanket PO Doucet Services	PROFESSIONAL SERVICES	001-6510-4110	1,951.25
DOUCET & ASSOCIATES, INC	000000257	Blanket PO Doucet Services	PROFESSIONAL SERVICES	001-6510-4110	580.00
DOUCET & ASSOCIATES, INC	000000258	Blanket PO Doucet Services	PROFESSIONAL SERVICES	001-6510-4110	206.25
DOUCET & ASSOCIATES, INC	000000259	Blanket PO Doucet Services	PROFESSIONAL SERVICES	001-6510-4110	137.50
DOUCET & ASSOCIATES, INC	000000260	Blanket PO Doucet Services	PROFESSIONAL SERVICES	001-6510-4110	70.00
DOUCET & ASSOCIATES, INC	000000261	Blanket PO Doucet Services	PROFESSIONAL SERVICES	001-6510-4110	357.50
DOUCET & ASSOCIATES, INC	000000262	Blanket PO Doucet Services	PROFESSIONAL SERVICES	001-6510-4110	580.00
DOUCET & ASSOCIATES, INC	000000263	Blanket PO Doucet Services	PROFESSIONAL SERVICES	001-6510-4110	105.00
DOUCET & ASSOCIATES, INC	000000264	Blanket PO Doucet Services	PROFESSIONAL SERVICES	001-6510-4110	105.00
DOUCET & ASSOCIATES, INC	000000265	Blanket PO Doucet Services	PROFESSIONAL SERVICES	001-6510-4110	105.00
DOUCET & ASSOCIATES, INC	000000266	Blanket PO Doucet Services	PROFESSIONAL SERVICES	001-6510-4110	618.75
DOUCET & ASSOCIATES, INC	000000267	Blanket PO Doucet Services	PROFESSIONAL SERVICES	001-6510-4110	893.75
DOUCET & ASSOCIATES, INC	000000269	Blanket PO Doucet Services	PROFESSIONAL SERVICES	001-6510-4110	137.50
DOUCET & ASSOCIATES, INC	000000273	Blanket PO Doucet Services	PROFESSIONAL SERVICES	001-6510-4110	420.00
WORK QUEST, F/K/A TIBH IN...	163010	ATI Shredding Service	PROFESSIONAL SERVICES	001-6510-4110	60.00
O'BANNON FUNERAL HOME	122123 Z. Banefield	Transport	AUTOPSY	001-6510-4123	800.00
FIRST NET BUILT WITH AT&T	287301244412X01032024	FirstNet Hot Spots	FAX & INTERNET	001-6510-4425	4,603.33
AMAZON.COM SALES, INC	1CMP-NQTF-TGKW	KEYBAORD CASE FOR iPad	OFFICE SUPPLIES	001-6510-3110	119.99
DOUCET & ASSOCIATES, INC	000000215	Blanket PO Doucet Services	PROFESSIONAL SERVICES	001-6510-4110	520.00
DOUCET & ASSOCIATES, INC	000000216	Blanket PO Doucet Services	PROFESSIONAL SERVICES	001-6510-4110	497.50
DOUCET & ASSOCIATES, INC	000000217	Blanket PO Doucet Services	PROFESSIONAL SERVICES	001-6510-4110	632.50
DOUCET & ASSOCIATES, INC	000000218	Blanket PO Doucet Services	PROFESSIONAL SERVICES	001-6510-4110	737.50
DOUCET & ASSOCIATES, INC	000000219	Blanket PO Doucet Services	PROFESSIONAL SERVICES	001-6510-4110	150.00
DOUCET & ASSOCIATES, INC	000000220	Blanket PO Doucet Services	PROFESSIONAL SERVICES	001-6510-4110	150.00
DOUCET & ASSOCIATES, INC	000000221	Blanket PO Doucet Services	PROFESSIONAL SERVICES	001-6510-4110	185.00
DOUCET & ASSOCIATES, INC	000000222	Blanket PO Doucet Services	PROFESSIONAL SERVICES	001-6510-4110	150.00
DOUCET & ASSOCIATES, INC	000000223	Blanket PO Doucet Services	PROFESSIONAL SERVICES	001-6510-4110	360.00
ALLISON, BASS & MAGEE, LLP	2710	Invoice #2710	PROFESSIONAL SERVICES	001-6510-4110	3,538.40
Department 6510 - NON-DEPARTMENTAL Total:					123,574.48

Department : 6520 - BUILDING MAINTENANCE

UNITED RENTALS (NORTH A...	228578913-001	Scissor Lift/Trailer Tilt Rental	REPAIRS & MAINTENANCE	001-6520-4510	752.62
LOCKHART HARDWARE	50275/1	MAINTENANCE MATERIALS	REPAIRS & MAINTENANCE	001-6520-4510	16.35
LOCKHART HARDWARE	50278/1	MAINTENANCE MATERIALS	REPAIRS & MAINTENANCE	001-6520-4510	34.96
LOCKHART HARDWARE	50283/1	MAINTENANCE HARDWARE	REPAIRS & MAINTENANCE	001-6520-4510	1.10
ANGEL PEST CONTROL	242853	TERMITE ANNUAL INSPECTI...	LULING ANNEX	001-6520-3510	250.00
SMITH SUPPLY CO.- LOCKHA...	2312-601661	REPAIRS AND MAINTENANCE	REPAIRS & MAINTENANCE	001-6520-4510	27.85
SCHMIDT FIRE & SAFETY CO.	25466	FANNING STREET ANNEX FIRE..	LULING ANNEX	001-6520-3510	54.00
SCHMIDT FIRE & SAFETY CO.	25467	PRECINCT 2 FIRE SAFETY	LULING ANNEX	001-6520-3510	113.00
SCHMIDT FIRE & SAFETY CO.	25468	LULING ANNEX FIRE SAFETY	LULING ANNEX	001-6520-3510	20.00
LOCKHART HARDWARE	50176/1	MAINTENANCE MATERIALS	REPAIRS & MAINTENANCE	001-6520-4510	56.85
SMITH SUPPLY CO.- LOCKHA...	2312-603087	LYTON SPRINGS	Lytton Springs Annex	001-6520-3660	241.40
LOCKHART HARDWARE	50202/1	REPAIRS AND MAINTENANC...	REPAIRS & MAINTENANCE	001-6520-4510	34.98
LOCKHART HARDWARE	50205/1	LYTTON SPRINGS ANNEX	Lytton Springs Annex	001-6520-3660	42.52
LOCKHART HARDWARE	50214/1	LYTTON SPRINGS ANNEX HAR...	Lytton Springs Annex	001-6520-3660	22.99
LOCKHART HARDWARE	50226/1	LYTTON SPRINGS ANNEX HA...	Lytton Springs Annex	001-6520-3660	3.59
LOCKHART HARDWARE	50229/1	LYTTON SPRINGS ANNEX HAR...	Lytton Springs Annex	001-6520-3660	13.24
LOCKHART HARDWARE	50231/1	LYTTON SPRINGS ANNEX HAR...	Lytton Springs Annex	001-6520-3660	31.81
SMITH SUPPLY CO.- LOCKHA...	2312-604018	LYTTON SPRINGS ANNEX	Lytton Springs Annex	001-6520-3660	46.74
LOCKHART HARDWARE	50242/1	LYTTON SPRINGS ANNEX HAR...	Lytton Springs Annex	001-6520-3660	13.96
LOCKHART HARDWARE	50243/1	MAINTENANCE MATERIALS	REPAIRS & MAINTENANCE	001-6520-4510	32.97
LOCKHART HARDWARE	50244/1	COURTHOUSE MAINTENANCE	CALDWELL CO. COURTHOUSE	001-6520-5120	25.99
Department 6520 - BUILDING MAINTENANCE Total:					1,836.92

Department : 6550 - ELECTIONS

CITIBANK NA	CITBAN 01.10.2024	Election Center	TRAINING	001-6550-4810	796.00
PRINTING SOLUTIONS	4363 POS	50 COPIES OF JUDGES HAND...	ADVERTISING AND LEGAL N...	001-6550-4310	268.50
LOCKHART POST REGISTER	00096124	Tabulation Equipment	ADVERTISING AND LEGAL N...	001-6550-4310	56.88
LOCKHART POST REGISTER	00096189	Notice of Election	ADVERTISING AND LEGAL N...	001-6550-4310	1,806.00
FENTRESS UNITED METHODI...	41	11/7/2023 FELLOWSHIP HALL..	RENTALS	001-6550-4610	150.00
ELECTION SYSTEMS & SOFT...	CD2072039	REPAIR REQUEST	REPAIRS & MAINTENANCE	001-6550-4510	70.41

Expense Approval Register

Packet: APPKT13982 - AP 1/23/2024

Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
MAYRA ORTIZ-CALDERON	071144	FUEL FOR ELECTIONS VEHICLE	TRANSPORTATION	001-6550-4260	29.00
AMG PRINTING & MAILING, L...	118463	Voter Certificates	OFFICE SUPPLIES	001-6550-3110	1,265.28
PRINTING SOLUTIONS	4042 POS	VOTER REGISTRATION POST...	ADVERTISING AND LEGAL N...	001-6550-4310	169.50
Department 6550 - ELECTIONS Total:					4,611.57
Department : 6560 - COMMISSIONERS COURT					
CARD SERVICE CENTER	109754	TRAINING	TRAINING	001-6560-4810	160.45
LEXISNEXIS RISK DATA MAN...	1623451-20231231	DEC 2023	DUES & SUBSCRIPTIONS	001-6560-3050	50.00
Department 6560 - COMMISSIONERS COURT Total:					210.45
Department : 6590 - PURCHASING					
CITIBANK NA	02305373363000624588232	EXPRESS SHIPPING	POSTAGE	001-6590-3120	28.75
Department 6590 - PURCHASING Total:					28.75
Department : 6610 - IT-TECHNOLOGY					
DELL MARKETING L.P.	10722086877	FY 23-24 Office 365 Renewal	COMPUTER SUPPORT	001-6610-4185	54,295.00
RingCentral, Inc	CD_000722552	Blanket PO FY 23-24 RingCen...	MACHINERY AND EQUIPMENT	001-6610-5310	4,812.67
Department 6610 - IT-TECHNOLOGY Total:					59,107.67
Department : 6630 - GRANT WRITING/ADMIN					
PRINTING SOLUTIONS	4542 POS	BUS CARDS - GRANTS	OFFICE SUPPLIES	001-6630-3110	72.60
CARD SERVICE CENTER	2805476607	FERAL HOG DOMAIN RENEW...	DUES & SUBSCRIPTIONS	001-6630-3050	52.16
CARD SERVICE CENTER	2839340759	FERAL HOG WEBSITE RENEW...	DUES & SUBSCRIPTIONS	001-6630-3050	203.88
AMAZON.COM SALES, INC	14JW-QJGP-D1WH	OFFICE SUPPLIES	OFFICE SUPPLIES	001-6630-3110	284.03
Department 6630 - GRANT WRITING/ADMIN Total:					612.67
Department : 6650 - EMERG MGNT / HOMELAND SEC					
CARD SERVICE CENTER	676439	OUTDOOR CAP PATCH X 25	Awards to Responders	001-6650-4840	497.95
VERIZON WIRELESS	9952001974	Verizon Nov Election	TELEPHONE	001-6650-4420	931.73
JOHNNY & SON'S, LLC	21708	Repairs 2022 Chev Silverado ...	REPAIRS & MAINTENANCE	001-6650-4510	2,143.80
Department 6650 - EMERG MGNT / HOMELAND SEC Total:					3,573.48
Department : 7600 - ANIMAL CONTROL					
CITY OF LOCKHART	ASL 24-004	Animal Shelter Lease	ANIMAL CONTROL EXPENSES	001-7600-4114	2,024.67
CITY OF LOCKHART	ASV 24-Q1	Animal Shelter Lease	ANIMAL CONTROL EXPENSES	001-7600-4114	48,486.36
Department 7600 - ANIMAL CONTROL Total:					50,511.03
Department : 7610 - SANITATION DEPARTMENT					
LOCKHART POST REGISTER	00096529	REPLAT ROLLING HILLS	ADVERTISING AND LEGAL N...	001-7610-4310	44.88
Department 7610 - SANITATION DEPARTMENT Total:					44.88
Department : 7620 - COUNTY WELFARE					
CITY OF LOCKHART	010124	City of Lockhart EMS Services	LOCKHART EMS	001-7620-4330	29,166.66
LEGENDS TRI-COUNTY FUNE...	010324	Indigent Cremation	INDIGENT FUNERAL	001-7620-4320	816.00
CITY OF LULING EMS	010424	Luling EMS	LULING EMS	001-7620-4340	9,000.00
Department 7620 - COUNTY WELFARE Total:					38,982.66
Fund 001 - GENERAL FUND Total:					338,564.10
Fund: 002 - UNIT ROAD FUND					
Department : 1101 - ADMINISTRATION					
PATHMARK TRAFFIC PROD. ...	18707	Blanket PO FY 23-24	SIGNS	002-1101-3181	1,449.00
DEWITT POTH & SON	741399-0	UNIT RD OFFICE SUPPLIES	OPERATING SUPPLIES	002-1101-3130	230.72
PETROLEUM TRADERS CORP...	1951724	Blanket PO FY 23-24	FUEL	002-1101-3163	8,617.18
CINTAS CORPORATION #86	4179247232	Unit Road Uniforms	UNIFORMS	002-1101-3140	286.01
CINTAS CORPORATION #86	4179247196	Unit Road Uniforms	UNIFORMS	002-1101-3140	200.17
CINTAS CORPORATION #86	4179247413	Unit Road Uniforms	UNIFORMS	002-1101-3140	275.08
COLORADO MATERIALS, LTD.	382058	Blanket PO FY 23-24	AGGREGATE / GRAVEL	002-1101-3153	48,859.96
JOHN DEERE FINANCIAL	2401-065246	UNIT RD OPERATIONS	OPERATING SUPPLIES	002-1101-3130	192.83
LOCKHART HARDWARE	50361/1	UNIT RD ADMIN OPERATIONS	OPERATING SUPPLIES	002-1101-3130	96.00
MARTINDALE GUADALUPE G...	67270	UNIT RD ADMIN - OPERATIO...	OPERATING SUPPLIES	002-1101-3130	499.00
TXTAG	100069454176	UNIT RD ADMIN - TOLL	OPERATING SUPPLIES	002-1101-3130	152.40
TXTAG	100069663708	UNIT RD - ADMIN OPERATIO...	OPERATING SUPPLIES	002-1101-3130	79.22
Harris County Rentals, LLC	28710-6	4yd Bucket	Kinder Morgan Equipment D...	002-1101-3139	11,850.00
Harris County Rentals, LLC	28710-6	Travis Co Heavy Equip Tax	Kinder Morgan Equipment D...	002-1101-3139	397.46
Harris County Rentals, LLC	28710-6	Sany SW405K	Kinder Morgan Equipment D...	002-1101-3139	175,709.75
ERGON ASPHALT AND EMULS..	9403091902	Seal Coating	SEAL COATING	002-1101-4630	16,102.38

Expense Approval Register

Packet: APPKT13982 - AP 1/23/2024

Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
ERGON ASPHALT AND EMULS..	9403094049	Seal Coating	SEAL COATING	002-1101-4630	100.00
TXTAG	790027311222	TOLL	OPERATING SUPPLIES	002-1101-3130	2.30
ERGON ASPHALT AND EMULS..	9403095602	Seal Coating	SEAL COATING	002-1101-4630	150.00
ERGON ASPHALT AND EMULS..	9403095655	Seal Coating	SEAL COATING	002-1101-4630	15,670.31
ERGON ASPHALT AND EMULS..	9403095656	Seal Coating	SEAL COATING	002-1101-4630	4,723.53
ERGON ASPHALT AND EMULS..	9403095839	Seal Coating	SEAL COATING	002-1101-4630	15,846.85
GRAINGER	991305907	UNIT RD OPERATIONS	OPERATING SUPPLIES	002-1101-3130	95.85
SUPERIOR DISPOSAL, LLC	64271	30 Yd. Dumpster Pull/Return	RENTALS	002-1101-4610	581.00
TUFF MATE INC.	194886	OPERATION UNIT	OPERATING SUPPLIES	002-1101-3130	292.80
HANSON EQUIPMENT	302516	UNIT RD OPERATIONS	OPERATING SUPPLIES	002-1101-3130	116.53
SOUTHERN TIRE MART, LLC	4650176810	TIRES - FLAT REPAIR	TIRES	002-1101-3190	337.20
BRAUNTEX MATERIALS, INC.	153612	Blanket PO FY 23-24	FLEX BASE MATERIALS	002-1101-3143	24,418.60
CINTAS CORPORATION #86	4178531703	Unit Road Uniforms	UNIFORMS	002-1101-3140	286.01
CINTAS CORPORATION #86	4178531720	Unit Road Uniforms	UNIFORMS	002-1101-3140	275.08
CINTAS CORPORATION #86	4178531758	Unit Road Uniforms	UNIFORMS	002-1101-3140	200.17
CINTAS FAS LOCKBOX 636525	5190684405	RENTALS	RENTALS	002-1101-4610	169.01
HOFMANN'S SUPPLY	CR12230060	UNIT ROAD RENTAL	RENTALS	002-1101-4610	127.33
Department 1101 - ADMINISTRATION Total:					328,389.73
Department : 1102 - VEHICLE MAINTENANCE					
SEAN MATTHEW MANN	16833	UNIT RD VEH SUPPLIES	SUPPLIES & SMALL TOOLS	002-1102-3136	275.52
E & R SUPPLY CO., INC	230252	REPAIR AND MAINT	REPAIRS & MAINTENANCE	002-1102-4510	322.12
E & R SUPPLY CO., INC	230253	REPAIR AND MAINT	REPAIRS & MAINTENANCE	002-1102-4510	218.52
RDO EQUIPMENT CO.	P0520925	Work Order Deposit	REPAIRS & MAINTENANCE	002-1102-4510	1,500.00
ASSOCIATED SUPPLY COMP...	PSO466231-1	REPAIRS AND MAINTENANCE	REPAIRS & MAINTENANCE	002-1102-4510	156.65
SEAN MATTHEW MANN	167935	REPAIR AND MAINT	REPAIRS & MAINTENANCE	002-1102-4510	88.56
DOGGETT FREIGHTLINER OF ...	X112039055 01	MAINTENANCE HARDWARE	REPAIRS & MAINTENANCE	002-1102-4510	165.60
SEAN MATTHEW MANN	167969	UNIT RD VEH SUPPLIES	SUPPLIES & SMALL TOOLS	002-1102-3136	24.50
ASSOCIATED SUPPLY COMP...	SWO340614-1	Service Call on Roller (R3) - Id...	REPAIRS & MAINTENANCE	002-1102-4510	1,179.38
Department 1102 - VEHICLE MAINTENANCE Total:					3,930.85
Department : 1103 - FLEET MAINTENANCE					
LOCKHART MOTOR CO.,INC.	102255	OPERATING SUPPLIES	OPERATING SUPPLIES	002-1103-3135	128.78
SEAN MATTHEW MANN	168187	DARE 1 3 2024 FLEET MAINT	OPERATING SUPPLIES	002-1103-3135	187.32
ALLDATA	101648709-2024	Subscription Renewal 03-06-...	OPERATING SUPPLIES	002-1103-3135	1,500.00
SEAN MATTHEW MANN	168230	168230 FLEET MAINT OPERA...	OPERATING SUPPLIES	002-1103-3135	44.85
CINTAS CORPORATION #86	4179247008	Fleet Uniforms	UNIFORMS	002-1103-3140	67.89
CINTAS CORPORATION #86	4177756001	Fleet Uniforms	UNIFORMS	002-1103-3140	74.45
XL PARTS, LLC	0416DK5511	OPERATING HARDWARE	OPERATING SUPPLIES	002-1103-3135	60.21
SEAN MATTHEW MANN	168010	FLEET OPERATIONS	OPERATING SUPPLIES	002-1103-3135	152.25
SEAN MATTHEW MANN	168024	FLEET OPERATIONS	OPERATING SUPPLIES	002-1103-3135	48.99
CINTAS CORPORATION #86	4178531478	Fleet Uniforms	UNIFORMS	002-1103-3140	67.89
Department 1103 - FLEET MAINTENANCE Total:					2,332.63
Fund 002 - UNIT ROAD FUND Total:					334,653.21
Fund: 005 - LAW LIBRARY FUND					
Department : 1000 - DEPARTMENTS - Header					
RELX INC. DBA LEXISNEXIS	3094873227	Law Library	OTHER CAPITAL OUTLAY	005-1000-5910	449.00
Department 1000 - DEPARTMENTS - Header Total:					449.00
Fund 005 - LAW LIBRARY FUND Total:					449.00
Fund: 010 - GRANT FUND - GENERAL					
Department : 3200 - DISTRICT ATTORNEY					
LISA MICHELLE TANNER	0038	Legal Services - Haynes Case	CES CAPITAL MURDER TRIAL ...	010-3200-4959	2,004.66
Department 3200 - DISTRICT ATTORNEY Total:					2,004.66
Department : 4323 - CONSTABLES - PCT 3					
WILLIAM CHARLES GRAVES	01032024	TOBACCO MINOR STING WILL..	Operating Exp-PCT 3	010-4323-4515	100.00
Department 4323 - CONSTABLES - PCT 3 Total:					100.00
Fund 010 - GRANT FUND - GENERAL Total:					2,104.66

Expense Approval Register

Packet: APPKT13982 - AP 1/23/2024

Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
Fund: 020 - EMERGENCY SHELTER					
Department : 1010 - EMERGENCY SHELTER					
LANGFORD COMMUNITY M...	5490	GLO-MIT Contract 22-085-02...	CDBG-MIT-ADMIN-LANGFORD	020-1010-5124	3,619.34
Department 1010 - EMERGENCY SHELTER Total:					3,619.34
Fund 020 - EMERGENCY SHELTER Total:					3,619.34
Grand Total:					679,390.31

Fund Summary

Fund	Expense Amount
001 - GENERAL FUND	338,564.10
002 - UNIT ROAD FUND	334,653.21
005 - LAW LIBRARY FUND	449.00
010 - GRANT FUND - GENERAL	2,104.66
020 - EMERGENCY SHELTER	3,619.34
Grand Total:	679,390.31

Account Summary

Account Number	Account Name	Expense Amount
001-1000-0140	REFUNDS & DISCOUNTS	496.00
001-2120-3110	OFFICE SUPPLIES	108.00
001-2130-5310	MACHINERY AND EQUI...	269.98
001-2140-4260	TRANSPORTATION	271.17
001-2150-3110	OFFICE SUPPLIES	41.20
001-2150-4810	TRAINING	300.00
001-2730	DUE TO State-Failure to ...	1,356.00
001-3200-3050	DUES & SUBSCRIPTIONS	310.00
001-3200-3110	OFFICE SUPPLIES	526.50
001-3200-4510	REPAIRS & MAINTENAN...	840.00
001-3200-4810	TRAINING	375.00
001-3220-3110	OFFICE SUPPLIES	500.23
001-3230-3110	OFFICE SUPPLIES	84.00
001-3230-4011	ADMINISTRATIVE EXPE...	250.00
001-3230-4080	ADULT - ATTY LITIGATIO...	15.00
001-3230-4160	ADULT - INDIGENT ATTO...	8,942.25
001-3240-3110	OFFICE SUPPLIES	52.90
001-3240-4080	ADULT - ATTY LITIGATIO...	56.76
001-3240-4160	ADULT - INDIGENT ATTO...	5,818.24
001-3253-4810	TRAINING	50.00
001-3254-3120	POSTAGE	198.00
001-3254-4260	TRANSPORTATION	44.67
001-4000-0410	DISTRICT CLERK FEES	1,064.00
001-4300-3130	OPERATING SUPPLIES	296.34
001-4300-4510	REPAIRS & MAINTENAN...	553.64
001-4300-4610	RENTALS	207.45
001-4300-4810	TRAINING	617.43
001-4310-3100	FOOD SUPPLIES	26,169.75
001-4310-3130	OPERATING SUPPLIES	3,815.97
001-4310-4135	EMPLOYEE PHYSICALS	350.00
001-4310-4510	REPAIRS & MAINTENAN...	351.70
001-4322-5310	MACHINERY AND EQUI...	113.97
001-4323-3050	DUES & SUBSCRIPTIONS	70.00
001-4323-3110	OFFICE SUPPLIES	199.94
001-4323-5310	MACHINERY AND EQUI...	334.03
001-4324-3110	OFFICE SUPPLIES	234.42
001-4324-4810	TRAINING	185.00
001-6510-3050	DUES & SUBSCRIPTIONS	71.95
001-6510-3110	OFFICE SUPPLIES	119.99
001-6510-4110	PROFESSIONAL SERVICES	47,909.87
001-6510-4123	AUTOPSY	800.00
001-6510-4425	FAX & INTERNET	4,832.50
001-6510-4841	Lease-REPAIR & MAINT...	3,798.96
001-6510-4851	Vehicle Leases	66,033.71
001-6510-4853	County Fleet-Tags-Titles	7.50
001-6520-3510	LULING ANNEX	437.00
001-6520-3660	Lytton Springs Annex	416.25
001-6520-4510	REPAIRS & MAINTENAN...	957.68
001-6520-5120	CALDWELL CO. COURTH...	25.99
001-6550-3110	OFFICE SUPPLIES	1,265.28

Account Summary

Account Number	Account Name	Expense Amount
001-6550-4260	TRANSPORTATION	29.00
001-6550-4310	ADVERTISING AND LEGA...	2,300.88
001-6550-4510	REPAIRS & MAINTENAN...	70.41
001-6550-4610	RENTALS	150.00
001-6550-4810	TRAINING	796.00
001-6560-3050	DUES & SUBSCRIPTIONS	50.00
001-6560-4810	TRAINING	160.45
001-6590-3120	POSTAGE	28.75
001-6610-4185	COMPUTER SUPPORT	54,295.00
001-6610-5310	MACHINERY AND EQUI...	4,812.67
001-6630-3050	DUES & SUBSCRIPTIONS	256.04
001-6630-3110	OFFICE SUPPLIES	356.63
001-6650-4420	TELEPHONE	931.73
001-6650-4510	REPAIRS & MAINTENAN...	2,143.80
001-6650-4840	Awards to Responders	497.95
001-7600-4114	ANIMAL CONTROL EXPE...	50,511.03
001-7610-4310	ADVERTISING AND LEGA...	44.88
001-7620-4320	INDIGENT FUNERAL	816.00
001-7620-4330	LOCKHART EMS	29,166.66
001-7620-4340	LULING EMS	9,000.00
002-1101-3130	OPERATING SUPPLIES	1,757.65
002-1101-3139	Kinder Morgan Equipme...	187,957.21
002-1101-3140	UNIFORMS	1,522.52
002-1101-3143	FLEX BASE MATERIALS	24,418.60
002-1101-3153	AGGREGATE / GRAVEL	48,859.96
002-1101-3163	FUEL	8,617.18
002-1101-3181	SIGNS	1,449.00
002-1101-3190	TIRES	337.20
002-1101-4610	RENTALS	877.34
002-1101-4630	SEAL COATING	52,593.07
002-1102-3136	SUPPLIES & SMALL TOOLS	300.02
002-1102-4510	REPAIRS & MAINTENAN...	3,630.83
002-1103-3135	OPERATING SUPPLIES	2,122.40
002-1103-3140	UNIFORMS	210.23
005-1000-5910	OTHER CAPITAL OUTLAY	449.00
010-3200-4959	CES CAPITAL MURDER TR..	2,004.66
010-4323-4515	Operating Exp-PCT 3	100.00
020-1010-5124	CDBG-MIT-ADMIN-LANG...	3,619.34
	Grand Total:	679,390.31

Project Account Summary

Project Account Key	Expense Amount
None	679,390.31
Grand Total:	679,390.31



Caldwell County, TX

Payment Register

APPKT13982 - AP 1/23/2024

01 - Vendor Set 01

Bank: 2022 AP BNK - POOLED CASH-OPERATION-2022

Vendor Number ALECAL	Vendor Name ALEXANDER LEE CALHOUN					Total Vendor Amount 1,705.00
Payment Type Check	Payment Number				Payment Date 01/12/2024	Payment Amount 1,705.00
Payable Number 21-243/20-295	Description CAUSE 21-241/20-295	Payable Date 01/08/2024	Due Date 01/23/2024	Discount Amount 0.00	Payable Amount 1,705.00	

Vendor Number ALLDAT	Vendor Name ALLDATA					Total Vendor Amount 1,500.00
Payment Type Check	Payment Number				Payment Date 01/12/2024	Payment Amount 1,500.00
Payable Number 101648709-2024	Description Subscription Renewal for 03-06-24 thru 03-06-25	Payable Date 01/04/2024	Due Date 01/23/2024	Discount Amount 0.00	Payable Amount 1,500.00	

Vendor Number ALLBAS	Vendor Name ALLISON, BASS & MAGEE, LLP					Total Vendor Amount 3,538.40
Payment Type Check	Payment Number				Payment Date 01/12/2024	Payment Amount 3,538.40
Payable Number 2710	Description Legal Services 130 Environmental Park	Payable Date 07/27/2018	Due Date 01/23/2024	Discount Amount 0.00	Payable Amount 3,538.40	

Vendor Number AMACOM	Vendor Name AMAZON.COM SALES, INC					Total Vendor Amount 1,706.94
Payment Type Check	Payment Number				Payment Date 01/12/2024	Payment Amount 1,706.94
Payable Number 11G3-LL6K-T4CM	Description MOUSE/KEYBOARD	Payable Date 12/31/2023	Due Date 01/23/2024	Discount Amount 0.00	Payable Amount 49.98	
13Y7-1NYL-LCRT	OFFICE CHAIR X 2	12/17/2023	01/23/2024	0.00	199.94	
14JW-QJGP-D1WH	OFFICE SUPPLIES	12/19/2023	01/23/2024	0.00	284.03	
161W-W79D-9DYP	KEYBOARD/MOUSE & SCANNER	12/28/2023	01/23/2024	0.00	269.98	
16ML-JFFT-77RG	EXTERNAL HARD DRIVE	11/10/2023	01/23/2024	0.00	334.03	
17RL-PMFF-FTTQ	TWO WAY RADIO X 3	12/16/2023	01/23/2024	0.00	113.97	
1CMP-NQTF-TGKW	KEYBAORD CASE FOR IPAD	12/26/2023	01/23/2024	0.00	119.99	
1F7W-CFLG-T177	SMART LOCK FOR FRONT DOOR	12/31/2023	01/23/2024	0.00	127.38	
1G4P-YLPF-NTP6	POSTAL SCALE	12/26/2023	01/23/2024	0.00	55.07	
1Q19-3CQK-NXP9	OFFICE SUPPLIES	12/26/2023	01/23/2024	0.00	79.37	
1QJT-N6YP-KMTD	AIR PURIFIER FILTER	12/24/2023	01/23/2024	0.00	73.20	

Vendor Number AMGPRI	Vendor Name AMG PRINTING & MAILING, LLC					Total Vendor Amount 1,265.28
Payment Type Check	Payment Number				Payment Date 01/12/2024	Payment Amount 1,265.28
Payable Number 118463	Description 2023 MASS MAILOUT	Payable Date 12/18/2023	Due Date 01/23/2023	Discount Amount 0.00	Payable Amount 1,265.28	

Vendor Number ANDTIT	Vendor Name ANDREA TITUS					Total Vendor Amount 1,200.00
Payment Type Check	Payment Number				Payment Date 01/12/2024	Payment Amount 1,200.00
Payable Number 21-164	Description 21-164	Payable Date 12/04/2023	Due Date 01/23/2024	Discount Amount 0.00	Payable Amount 1,200.00	

Payment Register

APPKT13982 - AP 1/23/2024

Vendor Number	Vendor Name					Total Vendor Amount
ANGPES	ANGEL PEST CONTROL					250.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				01/12/2024	250.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
242853	ANNUAL TERMITE INSPECTION	12/14/2023	01/23/2024	0.00	250.00	
Vendor Number	Vendor Name					Total Vendor Amount
ASCO	ASSOCIATED SUPPLY COMPANY,INC					1,336.03
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				01/12/2024	1,336.03	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
PSO466231-1	REPAIRS AND MAINTENANCE	12/21/2023	01/23/2024	0.00	156.65	
SWO340614-1	Service Call On Roller (R3) - Idle Issues	12/27/2023	01/23/2024	0.00	1,179.38	
Vendor Number	Vendor Name					Total Vendor Amount
BARROB	BARBARA J. ROBIRDS					615.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				01/12/2024	615.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
81561368	REFUND/REIMBURSEMENT	01/03/2024	01/23/2024	0.00	615.00	
Vendor Number	Vendor Name					Total Vendor Amount
BWGOLI	BEST WESTERN - GOLIAD TX					404.43
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				01/12/2024	404.43	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
63491	SAFVIC TRAINING 2/4-7/2024	01/08/2024	01/23/2024	0.00	404.43	
Vendor Number	Vendor Name					Total Vendor Amount
BRAMAT	BRAUNTEX MATERIALS, INC.					24,418.60
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				01/12/2024	24,418.60	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
153612	Brauntex Acct # 1600	12/28/2023	01/23/2024	0.00	24,418.60	
Vendor Number	Vendor Name					Total Vendor Amount
CALTAX	CALDWELL COUNTY TAX ASSESSOR					7.50
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				01/12/2024	7.50	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
1110325 2024	JUVENILE PROBATION LICENSE	01/04/2024	01/23/2024	0.00	7.50	
Vendor Number	Vendor Name					Total Vendor Amount
CARSER	CARD SERVICE CENTER					1,181.44
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				01/12/2024	1,181.44	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
109754	TRAINING	12/15/2023	01/23/2024	0.00	160.45	
2805476607	FERAL HOG DOMAIN RENEWAL 2023-2024	12/13/2023	01/23/2024	0.00	52.16	
2839340759	FERAL HOG WEBSITE RENEWAL 2023-2024	12/13/2023	01/23/2024	0.00	203.88	
4AA0CFAD-0004	NORTH TECH INC DBA RINGLONE	12/18/2023	01/23/2024	0.00	69.00	
676439	OUTDOOR CAP PATCH X 25	12/13/2023	01/23/2024	0.00	497.95	
840-57800400-1-7656215-1	STAMPS	01/04/2024	01/23/2024	0.00	132.00	
840-57800400-1-7656228-1	STAMPS	01/04/2024	01/23/2024	0.00	66.00	

Payment Register

APPKT13982 - AP 1/23/2024

Vendor Number CHALAU	Vendor Name CHARLES E. LAURENCE, M.D.			Total Vendor Amount 1,000.00
Payment Type Check	Payment Number	Payment Date	Payment Amount	
		01/12/2024	1,000.00	
Payable Number 85371	Description January 2024 Medical Advisor	Payable Date 01/01/2024	Due Date 01/23/2024	Discount Amount 0.00
				Payable Amount 1,000.00

Vendor Number SPEBUS	Vendor Name CHARTER COMMUNICATIONS HOLDINGS, LLC			Total Vendor Amount 229.17
Payment Type Check	Payment Number	Payment Date	Payment Amount	
		01/12/2024	229.17	
Payable Number 184512001	Description Scott Annex	Payable Date 01/01/2024	Due Date 01/23/2024	Discount Amount 0.00
				Payable Amount 229.17

Vendor Number CINTAS	Vendor Name CINTAS CORPORATION #86			Total Vendor Amount 1,732.75
Payment Type Check	Payment Number	Payment Date	Payment Amount	
		01/12/2024	1,732.75	
Payable Number 4177756001	Description Blanket PO FY 23-24 Cintas	Payable Date 12/21/2023	Due Date 01/23/2024	Discount Amount 0.00
				Payable Amount 74.45
4178531478	Blanket PO FY 23-24 Cintas	12/29/2023	01/23/2024	0.00
				67.89
4178531703	Blanket PO FY 23-24 Cintas	12/29/2023	01/23/2024	0.00
				286.01
4178531720	Blanket PO FY 23-24 Cintas	12/29/2023	01/23/2024	0.00
				275.08
4178531758	Blanket PO FY 23-24 Cintas	12/29/2023	01/23/2024	0.00
				200.17
4179247008	Blanket PO FY 23-24 Cintas	01/05/2024	01/23/2024	0.00
				67.89
4179247196	Blanket PO FY 23-24 Cintas	01/05/2024	01/23/2024	0.00
				200.17
4179247232	Blanket PO FY 23-24 Cintas	01/05/2023	01/23/2024	0.00
				286.01
4179247413	Blanket PO FY 23-24 Cintas	01/05/2024	01/23/2024	0.00
				275.08

Vendor Number CINFIR	Vendor Name CINTAS FAS LOCKBOX 636525			Total Vendor Amount 169.01
Payment Type Check	Payment Number	Payment Date	Payment Amount	
		01/12/2024	169.01	
Payable Number 5190684405	Description RENTALS	Payable Date 12/29/2023	Due Date 01/23/2024	Discount Amount 0.00
				Payable Amount 169.01

Vendor Number CITBAN	Vendor Name CITIBANK NA			Total Vendor Amount 2,118.70
Payment Type Check	Payment Number	Payment Date	Payment Amount	
		01/12/2024	2,118.70	
Payable Number 02305373363000624588232	Description EXPRESS SHIPPING	Payable Date 12/28/2023	Due Date 01/23/2024	Discount Amount 0.00
				Payable Amount 28.75
3653676010-FC	FINANCE CHARGES	01/03/2024	01/23/2024	0.00
				71.95
3991196637	Abacus License DA	10/24/2023	01/23/2024	0.00
				840.00
55429503354717675450697	FOOD HANDLERS COURSE	12/20/2023	01/23/2024	0.00
				7.00
55432863349208487406805	JUVINILE LAW CONFERENCE	12/15/2023	01/23/2024	0.00
				375.00
CITBAN 01.10.2024	Election Center Training	01/10/2024	01/23/2024	0.00
				796.00

Vendor Number CITLOC	Vendor Name CITY OF LOCKHART			Total Vendor Amount 79,677.69
Payment Type Check	Payment Number	Payment Date	Payment Amount	
		01/12/2024	29,166.66	
Payable Number 010124	Description January 2024 EMS Billing	Payable Date 01/01/2024	Due Date 01/23/2024	Discount Amount 0.00
				Payable Amount 29,166.66
Check		01/12/2024	2,024.67	
Payable Number ASL 24-004	Description Lease Payment #148 January 2024	Payable Date 01/01/2024	Due Date 01/23/2024	Discount Amount 0.00
				Payable Amount 2,024.67
Check		01/12/2024	48,486.36	
Payable Number ASV 24-Q1	Description Oct-Dec 2023 Dogs & Cats	Payable Date 01/01/2024	Due Date 01/23/2024	Discount Amount 0.00
				Payable Amount 48,486.36

Payment Register

APPKT13982 - AP 1/23/2024

Vendor Number	Vendor Name					Total Vendor Amount
CITLUL	CITY OF LULING EMS					9,000.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				01/12/2024	9,000.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
010424	2024 Fire Service Contract	01/04/2024	01/23/2024	0.00	9,000.00	
Vendor Number	Vendor Name					Total Vendor Amount
CLIMCC	CLIFFORD W. MCCORMACK					965.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				01/12/2024	965.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
22-185	CAUSE 22-185	01/04/2024	01/23/2024	0.00	965.00	
Vendor Number	Vendor Name					Total Vendor Amount
COLMAT	COLORADO MATERIALS, LTD.					48,859.96
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				01/12/2024	48,859.96	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
382058	Blanket PO FY 23-24 Colorado Materials	01/06/2024	01/23/2024	0.00	48,859.96	
Vendor Number	Vendor Name					Total Vendor Amount
DANMCC	DAN MCCORMACK					300.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				01/12/2024	300.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
50018	CAUSE 50018	01/04/2023	01/23/2024	0.00	300.00	
Vendor Number	Vendor Name					Total Vendor Amount
DARLAW	DARLA LAW					271.17
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				01/12/2024	271.17	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
DECEMBER 2023	MILEAGE FOR DECEMBER 2023	12/29/2023	01/23/2024	0.00	271.17	
Vendor Number	Vendor Name					Total Vendor Amount
DELINC	DELL MARKETING L.P.					54,295.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				01/12/2024	54,295.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
10722086877	FY 23-24 Office 365 Renewal	01/01/2024	01/23/2024	0.00	54,295.00	
Vendor Number	Vendor Name					Total Vendor Amount
DEWPOT	DEWITT POTTH & SON					730.95
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				01/12/2024	730.95	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
741399-0	OFFICE SUPPLIES	01/03/2024	01/23/2024	0.00	230.72	
741448-0	OFFICE SUPPLIES 741448	01/04/2024	01/23/2024	0.00	379.90	
741530-0	OFFICE SUPPLIES 741530-0	01/04/2024	01/23/2024	0.00	102.71	
741530-1	OFFICE SUPPLIES 741530-1	01/05/2024	01/23/2024	0.00	17.62	
Vendor Number	Vendor Name					Total Vendor Amount
DOGFRE	DOGGETT FREIGHTLINER OF SOUTH TEXAS, LLC					165.60
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				01/12/2024	165.60	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
X112039055 01	MAINTENANCE HARDWARE	12/26/2023	01/23/2024	0.00	165.60	

Payment Register

APPKT13982 - AP 1/23/2024

Vendor Number	Vendor Name					Total Vendor Amount
DOLNAV	DOLORES NAVARRO					44.67
Payment Type	Payment Number			Payment Date		Payment Amount
Check				01/12/2024		44.67
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
DEC2023	DEC 2023 MILEAGE	01/04/2024	01/23/2024	0.00	44.67	
Vendor Number	Vendor Name					Total Vendor Amount
DOUASS	DOUCET & ASSOCIATES, INC					39,181.47
Payment Type	Payment Number			Payment Date		Payment Amount
Check				01/12/2024		1,601.25
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
00000205	Project 01911166.002R	01/03/2024	01/23/2024	0.00	1,601.25	
Check				01/12/2024		150.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
00000207	Project 01911207.060R	01/03/2024	01/03/2024	0.00	150.00	
Check				01/12/2024		150.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
00000208	Project 01911207.070R	01/03/2024	01/23/2024	0.00	150.00	
Check				01/12/2024		1,151.25
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
00000209	Project 01911238.030R	01/03/2024	01/23/2024	0.00	1,151.25	
Check				01/12/2024		1,578.75
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
00000210	Project 01911245.002R	01/03/2024	01/23/2024	0.00	1,578.75	
Check				01/12/2024		2,678.75
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
00000211	Project 01911261.020R	01/03/2024	01/23/2024	0.00	2,678.75	
Check				01/12/2024		150.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
00000212	Project 01911262.030R	01/03/2024	01/23/2024	0.00	150.00	
Check				01/12/2024		1,981.25
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
00000213	Project 01911266.030R	01/03/2024	01/23/2024	0.00	1,981.25	
Check				01/12/2024		220.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
00000214	Project 01911316.020R	01/03/2024	01/23/2024	0.00	220.00	
Check				01/12/2024		520.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
00000215	Proj No: 01911334.010R	12/31/2023	01/23/2024	0.00	520.00	
Check				01/12/2024		497.50
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
00000216	Proj No: 01911335.010R	12/31/2023	01/23/2024	0.00	497.50	
Check				01/12/2024		632.50
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
00000217	Proj No: 01911336.010R	12/31/2023	01/23/2024	0.00	632.50	
Check				01/12/2024		737.50
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
00000218	Proj No: 01911337.010R	12/31/2023	01/23/2024	0.00	737.50	
Check				01/12/2024		150.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
00000219	Proj No: 01911338.010R	12/31/2023	01/23/2024	0.00	150.00	
Check				01/12/2024		150.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
00000220	Proj No: 01911338.020R	12/31/2023	01/23/2024	0.00	150.00	

Payment Register

APPKT13982 - AP 1/23/2024

Check	Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
					01/12/2024	185.00
	00000221	Proj. No: 01911339.010R	12/31/2023	01/23/2024	0.00	185.00
Check					01/12/2024	150.00
	00000222	Proj. No: 01911340.010R	12/31/2023	01/23/2024	0.00	150.00
Check					01/12/2024	360.00
	00000223	Proj. No: 01911341.010R	12/31/2023	01/23/2024	0.00	360.00
Check					01/12/2024	2,416.25
	00000236	Project 01911225.070R	01/04/2024	01/23/2024	0.00	2,416.25
Check					01/12/2024	542.50
	00000245	Project 01911189.070R	01/09/2024	01/23/2024	0.00	542.50
Check					01/12/2024	206.25
	00000246	Project 01911196.030R	01/09/2024	01/23/2024	0.00	206.25
Check					01/12/2024	1,581.25
	00000247	Project 01911198.040R	01/09/2024	01/23/2024	0.00	1,581.25
Check					01/12/2024	637.50
	00000248	Project 01911198.050R	01/09/2024	01/23/2024	0.00	637.50
Check					01/12/2024	35.00
	00000249	Project 01911207.040R	01/09/2024	01/23/2024	0.00	35.00
Check					01/12/2024	35.00
	00000250	Project 01911207.050R	01/09/2024	01/23/2024	0.00	35.00
Check					01/12/2024	275.00
	00000251	Project 01911233.010R	01/09/2024	01/23/2024	0.00	275.00
Check					01/12/2024	282.17
	00000252	Project 01911234.010R	01/09/2024	01/23/2024	0.00	282.17
Check					01/12/2024	3,612.50
	00000253	Project 01911238.020R	01/09/2024	01/23/2024	0.00	3,612.50
Check					01/12/2024	70.00
	00000254	Project 01911239.020R	01/09/2024	01/23/2024	0.00	70.00
Check					01/12/2024	1,447.50
	00000255	Project 01911251.030R	01/09/2024	01/23/2024	0.00	1,447.50
Check					01/12/2024	1,951.25
	00000256	Project 01911262.020R	01/09/2024	01/23/2024	0.00	1,951.25
Check					01/12/2024	580.00
	00000257	Proj No: 01911299.010R	01/09/2024	01/23/2024	0.00	580.00
Check					01/12/2024	206.25
	00000258	Proj No: 01911307.010R	01/09/2024	01/23/2024	0.00	206.25

Payment Register

APPKT13982 - AP 1/23/2024

Check	Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
	00000259	Proj No: 01911312.020R	01/09/2024	01/23/2024	0.00	137.50
	00000260	Proj No: 01911316.010R	01/09/2024	01/23/2024	0.00	70.00
	00000261	Proj No: 01911320.010R	01/09/2024	01/23/2024	0.00	357.50
	00000262	Proj No: 000000262	01/09/2024	01/23/2024	0.00	580.00
	00000263	Proj No: 01911326.010R	01/09/2024	01/23/2024	0.00	105.00
	00000264	Proj No: 01911327.010R	01/09/2024	01/23/2024	0.00	105.00
	00000265	Proj No: 01911328.010R	01/09/2024	01/23/2024	0.00	105.00
	00000266	Project 01911330.010R	01/09/2024	01/23/2024	0.00	618.75
	00000267	Project 01911331.010R	01/09/2024	01/23/2024	0.00	893.75
	00000269	Project 01911332.010R	01/09/2024	01/23/2024	0.00	137.50
	00000273	Project 01911333.010R	01/09/2024	01/23/2024	0.00	420.00
	00000283	Project 01911249.040R	01/10/2024	01/23/2024	0.00	1,680.00
	00000284	Project 01911205.020R	01/10/2024	01/23/2024	0.00	362.50
	00000285	Project 01911205.030R	01/10/2024	01/23/2024	0.00	68.75
	00000287	Project 01911100.000R	01/10/2024	01/23/2024	0.00	6,618.05

Vendor Number	Vendor Name	Total Vendor Amount				
E&RSUP	E & R SUPPLY CO., INC	540.64				
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		01/12/2024	540.64			
	230252	REPAIR AND MAINT	01/02/2024	01/23/2024	0.00	322.12
	230253	REPAIR AND MAINT	01/02/2024	01/23/2024	0.00	218.52

Payment Register

APPKT13982 - AP 1/23/2024

Vendor Number	Vendor Name					Total Vendor Amount
ELESYS	ELECTION SYSTEMS & SOFTWARE INC.					70.41
Payment Type	Payment Number			Payment Date		Payment Amount
Check				01/12/2024		70.41
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
CD2072039	REPAIR REQUEST	11/20/2023	01/23/2024	0.00	70.41	
Vendor Number	Vendor Name					Total Vendor Amount
ENTFMT	ENTERPRISE FM TRUST					69,832.67
Payment Type	Payment Number			Payment Date		Payment Amount
Check				01/12/2024		69,832.67
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
588175A-010524	January 2024 Cust. # 588175A	01/05/2024	01/23/2024	0.00	69,832.67	
Vendor Number	Vendor Name					Total Vendor Amount
ERGASP	ERGON ASPHALT AND EMULSIONS, INC.					52,593.07
Payment Type	Payment Number			Payment Date		Payment Amount
Check				01/12/2024		52,593.07
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
9403091902	cust 912994	12/12/2023	01/23/2024	0.00	16,102.38	
9403094049	cust 912994	12/15/2023	01/23/2024	0.00	100.00	
9403095602	cust 912994	12/19/2023	01/23/2024	0.00	150.00	
9403095655	cust 912994	12/19/2023	01/23/2024	0.00	15,670.31	
9403095656	cust 912994	12/19/2023	01/23/2024	0.00	4,723.53	
9403095839	cust 912994	12/19/2023	01/23/2024	0.00	15,846.85	
Vendor Number	Vendor Name					Total Vendor Amount
FARBRO	FARMER BROTHERS. CO.					474.50
Payment Type	Payment Number			Payment Date		Payment Amount
Check				01/12/2024		474.50
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
93464693	Blanket PO FY 23-24 Farmer Brothers Co.	12/26/2023	01/23/2024	0.00	474.50	
Vendor Number	Vendor Name					Total Vendor Amount
UNIMET	FENTRESS UNITED METHODIST CHURCH					150.00
Payment Type	Payment Number			Payment Date		Payment Amount
Check				01/12/2024		150.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
41	11/7/2023 ELECTION	11/11/2023	01/23/2024	0.00	150.00	
Vendor Number	Vendor Name					Total Vendor Amount
FIRNET	FIRST NET BUILT WITH AT&T					4,603.33
Payment Type	Payment Number			Payment Date		Payment Amount
Check				01/12/2024		4,603.33
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
287301244412X01032024	Acct 287301244412	12/25/2023	01/23/2024	0.00	4,603.33	
Vendor Number	Vendor Name					Total Vendor Amount
BUTBAK	FLOWERS BAKING CO. OF SAN ANTONIO					1,224.70
Payment Type	Payment Number			Payment Date		Payment Amount
Check				01/12/2024		1,224.70
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
4038388744	Blanket PO FY 23-24 Flowers Baking Co.	12/18/2023	01/23/2024	0.00	402.17	
4038388893	Blanket PO FY 23-24 Flowers Baking Co.	12/28/2023	01/23/2024	0.00	420.36	
4038388934	Blanket PO FY 23-24 Flowers Baking Co.	01/01/2024	01/23/2024	0.00	402.17	
Vendor Number	Vendor Name					Total Vendor Amount
GRAING	GRAINGER					447.55
Payment Type	Payment Number			Payment Date		Payment Amount
Check				01/12/2024		447.55
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
991305907	UNIT RD OPERATIONS	12/20/2023	01/23/2024	0.00	95.85	

Payment Register

APPKT13982 - AP 1/23/2024

9931497979	REPAIR AND MAINT	12/11/2023	01/23/2024	0.00	44.44
9942731168	REPAIR AND MAINT	12/21/2023	01/23/2024	0.00	307.26
Vendor Number	Vendor Name			Total Vendor Amount	
HANEQU	HANSON EQUIPMENT			116.53	
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		01/12/2024	116.53		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
302516	UNIT RD OPERATIONS	12/27/2023	01/23/2024	0.00	116.53
Vendor Number	Vendor Name			Total Vendor Amount	
HARREN	Harris County Rentals, LLC			187,957.21	
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		01/12/2024	187,957.21		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
28710-6	Sany Loader Customer # 1684 buyboard cont #685-22	12/12/2023	01/23/2024	0.00	187,957.21
Vendor Number	Vendor Name			Total Vendor Amount	
HOFSUP	HOFMANN'S SUPPLY			127.33	
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		01/12/2024	127.33		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
CR12230060	UNIT ROAD RENTAL	12/31/2023	01/23/2024	0.00	127.33
Vendor Number	Vendor Name			Total Vendor Amount	
HOLBUR	HOLLIS WILBURN BURKLUND			650.00	
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		01/12/2024	650.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
47856	CAUSE 47856	12/14/2023	01/23/2024	0.00	650.00
Vendor Number	Vendor Name			Total Vendor Amount	
HOMCAM	HOMER P. CAMPBELL			500.00	
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		01/12/2024	500.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
NOT INDICTED	CAUSE #: NI	01/08/2024	01/23/2024	0.00	500.00
Vendor Number	Vendor Name			Total Vendor Amount	
JANMUS	JAN FORD MUSTIN PH.D., P.C.			350.00	
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		01/12/2024	350.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
8895	PROFESSIONAL SERVICES	12/26/2023	01/23/2024	0.00	350.00
Vendor Number	Vendor Name			Total Vendor Amount	
FARPLA	JOHN DEERE FINANCIAL			192.83	
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		01/12/2024	192.83		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
2401-065246	UNIT RD OPERATIONS	01/08/2024	01/23/2024	0.00	192.83
Vendor Number	Vendor Name			Total Vendor Amount	
JOHPAI	JOHNNY & SON'S, LLC			2,143.80	
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		01/12/2024	2,143.80		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
21708	Insurance Claim APD20238917	08/21/2023	01/23/2024	0.00	2,143.80

Payment Register

APPKT13982 - AP 1/23/2024

Vendor Number	Vendor Name					Total Vendor Amount
KRIDAV	KRISTEN DAVIS C/O REESE & ESCOBAR L.L.P.					350.00
Payment Type	Payment Number			Payment Date		Payment Amount
Check				01/12/2024		350.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
48946	CAUSE 48946	12/14/2023	01/23/2024	0.00	350.00	
Vendor Number	Vendor Name					Total Vendor Amount
LANCOM	LANGFORD COMMUNITY MANAGEMENT					3,619.34
Payment Type	Payment Number			Payment Date		Payment Amount
Check				01/12/2024		3,619.34
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
5490	GLO-MIT Service 08/30/23 - 12/18/23	12/18/2023	01/23/2024	0.00	3,619.34	
Vendor Number	Vendor Name					Total Vendor Amount
LASSIG	LARRY D. RIVERA					72.23
Payment Type	Payment Number			Payment Date		Payment Amount
Check				01/12/2024		72.23
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
EMT-30702	5' X 1' SIGN	12/29/2023	01/23/2024	0.00	72.23	
Vendor Number	Vendor Name					Total Vendor Amount
RYAVIC	LAW OFFICE OF DAVID GLICKER					700.00
Payment Type	Payment Number			Payment Date		Payment Amount
Check				01/12/2024		700.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
49934	ORDER TO PAY	11/15/2023	01/23/2024	0.00	700.00	
Vendor Number	Vendor Name					Total Vendor Amount
LEGTRI	LEGENDS TRI-COUNTY FUNERAL SERVICES					816.00
Payment Type	Payment Number			Payment Date		Payment Amount
Check				01/12/2024		816.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
010324	M.A. Powell Cremation	01/03/2024	01/23/2024	0.00	816.00	
Vendor Number	Vendor Name					Total Vendor Amount
THOLEO	LEON TRANSLATIONS					250.00
Payment Type	Payment Number			Payment Date		Payment Amount
Check				01/12/2024		250.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
23466	23466 12/20/2023	12/20/2023	01/23/2024	0.00	250.00	
Vendor Number	Vendor Name					Total Vendor Amount
LEXRIS	LEXISNEXIS RISK DATA MANAGEMENT					50.00
Payment Type	Payment Number			Payment Date		Payment Amount
Check				01/12/2024		50.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
1623451-20231231	DEC 2023	12/31/2023	01/23/2024	0.00	50.00	
Vendor Number	Vendor Name					Total Vendor Amount
LISTAN	LISA MICHELLE TANNER					2,004.66
Payment Type	Payment Number			Payment Date		Payment Amount
Check				01/12/2024		2,004.66
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
0038	Legal Services - Haynes Case	12/31/2023	01/23/2024	0.00	2,004.66	

Payment Register

APPKT13982 - AP 1/23/2024

Vendor Number	Vendor Name			Total Vendor Amount
BLULAY	LOCAL LINUX, INC			526.50
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		01/12/2024	526.50	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
80041	OFFICE SUPPLIES	12/18/2023	01/23/2024	0.00 526.50

Vendor Number	Vendor Name			Total Vendor Amount
LOCTRU	LOCKHART HARDWARE			427.31
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		01/12/2024	427.31	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
50176/1	MAINTENANCE MATERIALS	12/21/2023	01/23/2024	0.00 56.85
50202/1	REPAIRS AND MAINTENANCEEE HARDWARE	12/26/2023	01/23/2024	0.00 34.98
50205/1	LYTTON SPRINGS ANNEX	12/26/2023	01/23/2024	0.00 42.52
50214/1	LYTON SPRINGS ANNEX HARDWARE	12/26/2023	01/23/2024	0.00 22.99
50226/1	LYTTON SPRINGS ANNEX HARDWARE	12/27/2023	01/23/2024	0.00 3.59
50229/1	LYTON SPRINGS ANNEX HARDWARE	12/28/2023	01/23/2024	0.00 13.24
50231/1	LYTON SPRINGS ANNEX HARDWARE	12/28/2023	01/23/2024	0.00 31.81
50242/1	LYTON SPRINGS ANNEX HARDWARE	12/29/2023	01/23/2024	0.00 13.96
50243/1	MAINTENANCE MATERIALS	12/29/2023	01/23/2024	0.00 32.97
50244/1	COURTHOUSE MAINTENANCE	12/29/2023	01/23/2024	0.00 25.99
50275/1	MAINTENANCE MATERIALS	01/02/2024	01/23/2024	0.00 16.35
50278/1	MAINTENANCE MATERIALS	01/02/2024	01/23/2024	0.00 34.96
50283/1	MAINTENANCE HARDWARE	01/03/2024	01/23/2024	0.00 1.10
50361/1	UNIT RD ADMIN OPERATIONS	01/08/2024	01/23/2024	0.00 96.00

Vendor Number	Vendor Name			Total Vendor Amount
LOCMOT	LOCKHART MOTOR CO.,INC.			682.42
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		01/12/2024	682.42	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
102255	OPERATING SUPPLIES	01/02/2024	01/23/2024	0.00 128.78
208425	Repair Unit 2001 D. Dement	09/20/2023	01/23/2024	0.00 553.64

Vendor Number	Vendor Name			Total Vendor Amount
LOCPOS	LOCKHART POST REGISTER			1,907.76
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		01/12/2024	56.88	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
00096124	Lockhart Post Registrar Public Notices	10/12/2023	01/08/2024	0.00 56.88
Check		01/12/2024	1,806.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
00096189	Lockhart Post Registrar Public Notices	10/26/2023	01/23/2024	0.00 1,806.00
Check		01/12/2024	44.88	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
00096529	REPLAT ROLLING HILLS	12/14/2023	01/23/2024	0.00 44.88

Vendor Number	Vendor Name			Total Vendor Amount
JCOJAN	M.B. HAMMO ENTERPRISES, LLC			2,312.35
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		01/12/2024	2,312.35	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
93772	Blanket PO FY 23-24 JCO Janitorial	12/20/2023	01/23/2024	0.00 927.90
93779	Blanket PO FY 23-24 JCO Janitorial	12/27/2023	01/23/2024	0.00 715.62
93786	Blanket PO FY 23-24 JCO Janitorial	01/03/2024	01/23/2024	0.00 668.83

Payment Register

APPKT13982 - AP 1/23/2024

Vendor Number	Vendor Name					Total Vendor Amount
MARCRA	MARSHALL CRABB					206.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				01/12/2024	206.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
GOLIAD 2/4-7/2024	TRAINING- PER DIEM MEALS	01/08/2024	01/23/2024	0.00	206.00	
Vendor Number	Vendor Name					Total Vendor Amount
MARGAS	MARTINDALE GUADALUPE GAS					499.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				01/12/2024	499.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
67270	UNIT RD ADMIN - OPERATIONS	01/08/2024	01/23/2024	0.00	499.00	
Vendor Number	Vendor Name					Total Vendor Amount
MAYORT	MAYRA ORTIZ-CALDERON					29.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				01/12/2024	29.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
071144	FUEL FOR ELECTIONS VEHICLE	11/07/2023	01/23/2024	0.00	29.00	
Vendor Number	Vendor Name					Total Vendor Amount
MICHMORR	MICHAEL HANFORD MORRIS					496.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				01/12/2024	496.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
076500	DEFENDANT REFUND	10/26/2023	01/23/2024	0.00	335.00	
076640	REFEUND REQUEST	10/26/2023	01/23/2024	0.00	161.00	
Vendor Number	Vendor Name					Total Vendor Amount
MICLEE	MICHAEL M. LEE					1,000.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				01/12/2024	1,000.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
49943	CAUSE 49943	12/04/2023	01/23/2024	0.00	1,000.00	
Vendor Number	Vendor Name					Total Vendor Amount
OBAFUN	O'BANNON FUNERAL HOME					800.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				01/12/2024	800.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
122123 Z. Banefield	Z. Banefield	12/21/2023	01/23/2024	0.00	800.00	
Vendor Number	Vendor Name					Total Vendor Amount
OFFIDE	ODP BUSINESS SOLUTIONS					260.33
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				01/12/2024	260.33	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
344955773001	OFFICE SUPPLIES - INK	12/15/2023	01/23/2024	0.00	26.76	
344960754001	OFFICE SUPPLIES	12/15/2023	01/10/2024	0.00	14.33	
3457559667001	OFFICE SUPPLIES	12/15/2023	01/23/2024	0.00	15.09	
347246594001	OFFICE SUPPLIES - PAPER, FILES	12/28/2023	01/23/2024	0.00	180.67	
645753357001	ID CARD HOLDER	12/16/2023	01/23/2024	0.00	23.48	
Vendor Number	Vendor Name					Total Vendor Amount
OMNBAS	OMNIBASE SERVICES OF TEXAS, LP					1,356.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				01/12/2024	1,356.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
1/9/2024	FAILURE TO APPEAR PROGRAM Q4- ALL JP'S	01/09/2024	01/23/2024	0.00	1,356.00	

Payment Register

APPKT13982 - AP 1/23/2024

Vendor Number	Vendor Name					Total Vendor Amount
PATMAR	PATHMARK TRAFFIC PROD. OF TX INC					1,449.00
Payment Type	Payment Number				Payment Date	Payment Amount
Check					01/12/2024	1,449.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
18707	Blanket PO FY 23-24 Pathmark	01/03/2024	01/23/2024	0.00	1,449.00	
Vendor Number	Vendor Name					Total Vendor Amount
PAUEVA	PAUL MATTHEW EVANS					925.00
Payment Type	Payment Number				Payment Date	Payment Amount
Check					01/12/2024	925.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
49847	CAUSE 49847	12/04/2023	01/23/2024	0.00	375.00	
50087	CAUSE 50087	12/04/2023	01/23/2024	0.00	550.00	
Vendor Number	Vendor Name					Total Vendor Amount
PEALAW	PEARSALL LAW FIRM PC					3,832.25
Payment Type	Payment Number				Payment Date	Payment Amount
Check					01/12/2024	3,832.25
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
21-FL-628	21-FL-628	11/20/2023	01/23/2024	0.00	3,832.25	
Vendor Number	Vendor Name					Total Vendor Amount
PFGTEM	PERFORMANCE FOODSERVICE - TEMPLE					9,142.39
Payment Type	Payment Number				Payment Date	Payment Amount
Check					01/12/2024	9,142.39
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
2162578	Blanket PO FY 23-24 Performance Food Group	12/18/2023	01/23/2024	0.00	1,427.58	
2166837	Blanket PO FY 23-24 Performance Food Group	12/21/2023	01/23/2024	0.00	1,318.61	
2169495	Blanket PO FY 23-24 Performance Food Group	12/26/2023	01/23/2024	0.00	932.93	
2173255	Blanket PO FY 23-24 Performance Food Group	12/29/2023	01/23/2024	0.00	1,486.01	
2175686	Blanket PO FY 23-24 Performance Food Group	01/02/2024	01/23/2024	0.00	883.54	
2179861	Blanket PO FY 23-24 Performance Food Group	01/05/2024	01/23/2024	0.00	1,567.05	
2182160	Blanket PO FY 23-24 Performance Food Group	01/08/2024	01/23/2024	0.00	1,526.67	
Vendor Number	Vendor Name					Total Vendor Amount
PETREE	PETER DAVID REED					850.00
Payment Type	Payment Number				Payment Date	Payment Amount
Check					01/12/2024	850.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
49050	CAUSE 49050	12/13/2023	01/23/2024	0.00	850.00	
Vendor Number	Vendor Name					Total Vendor Amount
PETTRA	PETROLEUM TRADERS CORPORATION					8,617.18
Payment Type	Payment Number				Payment Date	Payment Amount
Check					01/12/2024	8,617.18
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
1951724	Acct 990644/1	01/04/2024	01/23/2024	0.00	8,617.18	
Vendor Number	Vendor Name					Total Vendor Amount
PHITUR	PHILLIP G TURNER					755.00
Payment Type	Payment Number				Payment Date	Payment Amount
Check					01/12/2024	755.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
23-119A	CAUSE 23-119	12/04/2023	01/23/2024	0.00	755.00	
Vendor Number	Vendor Name					Total Vendor Amount
PRISOL	PRINTING SOLUTIONS					709.80
Payment Type	Payment Number				Payment Date	Payment Amount
Check					01/12/2024	709.80
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
4042 POS	VOTER REGISTRATION POSTERS	08/03/2023	01/23/2024	0.00	169.50	

Payment Register

APPKT13982 - AP 1/23/2024

4363 POS	50 COPIES OF JUDGES HANDBOOK	10/10/2023	01/23/2024	0.00	268.50
4510 POS	RUBBER STAMPS	11/16/2023	01/23/2024	0.00	41.20
4525 POS	OFFICE SUPPLIES 4525 POS	11/17/2023	01/23/2024	0.00	108.00
4542 POS	BUS CARDS - GRANTS	11/27/2023	01/23/2024	0.00	72.60
4663 POS	4663 POS 12/22/2023	12/22/2023	01/23/2024	0.00	50.00
Vendor Number	Vendor Name			Total Vendor Amount	
QUALEA	QUADIENT LEASING USA, INC			207.45	
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		01/12/2024	207.45		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
Q1120818	CONTRACT SERVICE - POSTAGE MACHINE LEASE	12/24/2023	01/23/2024	0.00	207.45
Vendor Number	Vendor Name			Total Vendor Amount	
RDOEQU	RDO EQUIPMENT CO.			1,500.00	
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		01/12/2024	1,500.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
P0520925	Workorder Deposit Acct # 7269004	11/16/2023	01/23/2024	0.00	1,500.00
Vendor Number	Vendor Name			Total Vendor Amount	
LEXINE	RELX INC. DBA LEXISNEXIS			533.00	
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		01/12/2024	84.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
3094870205	12/01/23 to 12/31/23	12/31/2023	01/23/2024	0.00	84.00
Check		01/12/2024	449.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
3094873227	12/01/23 to 12/31/23	12/31/2023	01/23/2024	0.00	449.00
Vendor Number	Vendor Name			Total Vendor Amount	
RINCEN	RingCentral, Inc			4,812.67	
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		01/12/2024	4,812.67		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
CD_000722552	Service 12/28/23 - 01/27/24	12/29/2023	01/23/2024	0.00	4,812.67
Vendor Number	Vendor Name			Total Vendor Amount	
SCHFIR	SCHMIDT FIRE & SAFETY CO.			187.00	
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		01/12/2024	187.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
25466	FANNING STREET ANNEX FIRE SAFETY	12/20/2023	01/23/2024	0.00	54.00
25467	PRECINCT 2 FIRE SAFETY	12/20/2023	01/23/2024	0.00	113.00
25468	LULING ANNEX FIRE SAFETY	12/20/2023	01/23/2024	0.00	20.00
Vendor Number	Vendor Name			Total Vendor Amount	
REDAUT	SEAN MATTHEW MANN			821.99	
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		01/12/2024	821.99		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
167935	UNIT RD REPAIR AND MAINT	12/26/2023	01/23/2024	0.00	88.56
167969	UNIT RD VEH SUPPLIES	12/27/2023	01/23/2024	0.00	24.50
168010	UNIT RD FLEET OPERATIONS	12/28/2023	01/23/2024	0.00	152.25
168024	UNIT RD FLEET OPERATIONS	12/28/2023	01/23/2024	0.00	48.99
168187	UNIT RD FLEET MAINT	01/03/2024	01/23/2024	0.00	187.32
168230	168230 FLEET MAINT OPERATIONS	01/04/2024	01/23/2024	0.00	44.85
16833	UNIT RD VEH SUPPLIES	01/02/2024	01/23/2024	0.00	275.52

Payment Register

APPKT13982 - AP 1/23/2024

Vendor Number	Vendor Name					Total Vendor Amount
SMISUP	SMITH SUPPLY CO.- LOCKHART					315.99
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				01/12/2024	315.99	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
2312-601661	REPAIRS AND MAINTENANCE	12/18/2023	01/23/2024	0.00	27.85	
2312-603087	LYTON SPRINGS MAINT	12/26/2023	01/23/2024	0.00	241.40	
2312-604018	LYTTON SPRINGS ANNEX	12/29/2023	01/23/2024	0.00	46.74	

Vendor Number	Vendor Name					Total Vendor Amount
SOUTIR	SOUTHERN TIRE MART, LLC					337.20
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				01/12/2024	337.20	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
4650176810	TIRES - FLAT REPAIR	12/27/2023	01/23/2024	0.00	337.20	

Vendor Number	Vendor Name					Total Vendor Amount
STECRA	STEVEN LEWIS CRAIN					4,130.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				01/12/2024	4,130.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
231203	Assist with 2024 bank recon.	01/01/2024	01/23/2024	0.00	880.00	
240101	Blanket PO FY 23-24 Steven Crain Consulting LLC	01/08/2024	01/23/2024	0.00	3,250.00	

Vendor Number	Vendor Name					Total Vendor Amount
STRKLD	STRICKLAND LAW FIRM - LAW OFFICE OF PRESTON STR					449.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				01/12/2024	449.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
01032024	EXPUNCTION CERTIFIED MAIL FEE CORRECTION	11/03/2023	01/23/2024	0.00	449.00	

Vendor Number	Vendor Name					Total Vendor Amount
SUPEDI	SUPERIOR DISPOSAL, LLC					581.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				01/12/2024	581.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
64271	Dec 2023 Service Call - Dumpster Pull/Return	12/21/2023	01/23/2024	0.00	581.00	

Vendor Number	Vendor Name					Total Vendor Amount
SYSCO	SYSCO CENTRAL TEXAS, INC					16,257.39
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				01/12/2024	16,257.39	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
813374093	cust 043430	12/15/2023	01/23/2024	0.00	2,053.28	
813374094	cust 043430	12/15/2023	01/23/2024	0.00	102.03	
813388672	cust 043430	12/20/2023	01/23/2024	0.00	416.83	
813388673	cust 043430	12/20/2023	01/23/2024	0.00	2,522.71	
813394934	cust 043430	12/22/2023	01/23/2024	0.00	2,272.44	
813405892	cust 043430	12/27/2023	01/23/2024	0.00	62.13	
813405893	cust 043430	12/27/2023	01/23/2024	0.00	1,628.87	
813405894	cust 043430	12/27/2023	01/23/2024	0.00	27.09	
813411246	cust 043430	12/29/2023	01/23/2024	0.00	2,418.01	
813428080	cust 043430	01/03/2024	01/23/2024	0.00	2,262.39	
813428081	cust 043430	01/03/2024	01/23/2024	0.00	27.09	
813435245	cust 043430	01/05/2024	01/23/2024	0.00	1,589.54	
813435246	cust 043430	01/05/2024	01/23/2024	0.00	294.06	
813435247	cust 043430	01/05/2024	01/23/2024	0.00	580.92	

Payment Register

APPKT13982 - AP 1/23/2024

Vendor Number	Vendor Name					Total Vendor Amount
TACEDU	TEXAS ASSOCIATION OF COUNTIES					370.00
Payment Type	Payment Number		Payment Date	Payment Amount		
Check			01/12/2024	70.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
242549/242549 2024	MEMBERSHIP DUES MICHAEL BELL	01/01/2024	01/23/2024	0.00	70.00	
Check			01/12/2024	150.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
344883	2024 PROBATE ACADEMY TERESA RODRIGUEZ	01/03/2024	01/23/2024	0.00	150.00	
Check			01/12/2024	150.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
344884	2024 PROBATE ACADEMY LAURIE MASUCA	01/03/2024	01/23/2024	0.00	150.00	
Vendor Number	Vendor Name					Total Vendor Amount
TDCAA	TEXAS DISTRICT & COUNTY ATTORNEYS					160.00
Payment Type	Payment Number		Payment Date	Payment Amount		
Check			01/12/2024	160.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
238043	DUES AND SUBSCRIPTIONS	01/02/2024	01/23/2024	0.00	160.00	
Vendor Number	Vendor Name					Total Vendor Amount
SWTSU	TEXAS JUSTICE COURT TRAINING CENTER					235.00
Payment Type	Payment Number		Payment Date	Payment Amount		
Check			01/12/2024	235.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
5046	TRAINING	01/02/2024	01/23/2024	0.00	185.00	
5159	CIVIL COURT TRAINING JENNIFER WATTS	01/08/2024	01/08/2024	0.00	50.00	
Vendor Number	Vendor Name					Total Vendor Amount
TEXNOT	TEXAS STATE NOTARY BUREAU					45.85
Payment Type	Payment Number		Payment Date	Payment Amount		
Check			01/12/2024	45.85		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
126713770	R. CUELLAR NOTARY	01/03/2021	01/23/2024	0.00	45.85	
Vendor Number	Vendor Name					Total Vendor Amount
TRARIS	TRANSUNION RISK AND ALTERNATIVE DATA SOLUTION:					150.00
Payment Type	Payment Number		Payment Date	Payment Amount		
Check			01/12/2024	150.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
234599-202312-1	DUES AND SUBSCRIPTIONS	01/01/2024	01/23/2024	0.00	150.00	
Vendor Number	Vendor Name					Total Vendor Amount
TUFMAT	TUFF MATE INC.					292.80
Payment Type	Payment Number		Payment Date	Payment Amount		
Check			01/12/2024	292.80		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
194886	OPERATION MATERIALS	12/27/2023	01/23/2024	0.00	292.80	
Vendor Number	Vendor Name					Total Vendor Amount
TEXTOL	TXTAG					233.92
Payment Type	Payment Number		Payment Date	Payment Amount		
Check			01/12/2024	233.92		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
100069454176	UNIT RD ADMIN - OPERATIONS	11/21/2023	01/23/2024	0.00	152.40	
100069663708	UNIT RD - ADMIN OPERATIONS	11/24/2023	01/23/2024	0.00	79.22	
790027311222	TOLL	12/18/2023	01/23/2024	0.00	2.30	

Payment Register

APPKT13982 - AP 1/23/2024

Vendor Number	Vendor Name					Total Vendor Amount
UNIFIR	UNIFIRST CORPORATION					275.64
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				01/12/2024	275.64	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
2740121011	Blanket PO FY 23-24 Unifirst	12/22/2023	01/23/2024	0.00	91.88	
2740122965	Blanket PO FY 23-24 Unifirst	12/29/2023	01/23/2024	0.00	91.88	
2740124317	Blanket PO FY 23-24 Unifirst	01/05/2024	01/23/2024	0.00	91.88	

Vendor Number	Vendor Name					Total Vendor Amount
UNRENT	UNITED RENTALS (NORTH AMERICA), INC.					752.62
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				01/12/2024	752.62	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
228578913-001	Scissor lift and trailer tilt rental	01/02/2024	01/23/2024	0.00	752.62	

Vendor Number	Vendor Name					Total Vendor Amount
VERINT	VERIZON WIRELESS					931.73
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				01/12/2024	931.73	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
9952001974	Verizon Bill Elections	12/17/2023	01/23/2024	0.00	931.73	

Vendor Number	Vendor Name					Total Vendor Amount
VICBRO	VICTOREA D. BROWN					1,100.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				01/12/2024	1,100.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
47831, 48058, 48994, 49410	CAUSE 47831, 48058, 48994, 49410	12/13/2023	01/23/2024	0.00	1,100.00	

Vendor Number	Vendor Name					Total Vendor Amount
WILGRA	WILLIAM CHARLES GRAVES					100.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				01/12/2024	100.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
01032024	TOBACCO MINOR STING WILLIAM GRAVES	01/03/2024	01/23/2024	0.00	100.00	

Vendor Number	Vendor Name					Total Vendor Amount
WORQUE	WORK QUEST, F/K/A TIBH INDUSTRIES, INC					60.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				01/12/2024	60.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
163010	Shredding Service 11/30/23	11/30/2023	01/23/2024	0.00	60.00	

Vendor Number	Vendor Name					Total Vendor Amount
XLPART	XL PARTS, LLC					60.21
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				01/12/2024	60.21	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
0416DK5511	OPERATING HARDWARE	12/22/2023	01/23/2024	0.00	60.21	

Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
2022 AP BNK	Check	260	155	0.00	679,390.31
Packet Totals:		260	155	0.00	679,390.31

Cash Fund Summary

Fund	Name	Amount
999	POOLED CASH	-679,390.31
Packet Totals:		<u>-679,390.31</u>

Caldwell County Agenda Item

AGENDA DATE: January 23, 2024

Type of Agenda Item: Reoccurring Payment

Subject: To approve County Payroll payment in the amount of \$416,403.66 (12/17/2023 - 12/30/2023).

Costs: \$416,403.66

Agenda Speakers: Judge Haden/Kristianna Ortiz

Backup Materials: Attached

Total # of Pages: 21



Caldwell County, TX

Detail Register

Department Summary

Packet: PYPKT02893 - Payroll 12172023 thru 12302023
 Payroll Set: 01 - Payroll Set 01

Pay Period: 12/17/2023 - 12/30/2023

Department: 0000 - 911-GIS

Total Direct Deposits: 1,686.25
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	8.00	214.22
165 Stipend w/RET	0.00	34.62
FLOAT	8.00	214.22
SAL	-39.00	1,071.10
Vacation	24.00	642.66
Total:	1.00	2,176.82

TAXES

Code	Subject To	Employee	Employer
Federal W/H	1,836.61	0.00	0.00
MC	1,945.45	28.21	28.21
SS	1,945.45	120.62	120.62
Unemployment	2,146.24	0.00	0.01
Total:		148.83	148.84

DEDUCTIONS

Code	Subject To	Employee	Employer
400	2,176.82	108.84	117.55
550	0.00	30.58	0.00
551	0.00	12.50	0.00
580	0.00	1.53	0.00
590	0.00	159.39	430.97
595	0.00	4.24	0.00
615	0.00	24.66	0.00
Total:		341.74	548.52

RECAP 0000 - 911-GIS

Earnings:	2,176.82	Benefits:	0.00	Deductions:	341.74	Taxes:	148.83	Net Pay:	1,686.25
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Department: 1000 - Courthouse Security

Total Direct Deposits: 11,434.63
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	56.00	1,493.03
165 Stipend w/RET	0.00	16.15
Hourly	368.00	9,820.28
PEO	104.00	2,754.71
S	24.00	651.91
Uniform	0.00	175.00
Vacation	8.00	210.28
Total:	560.00	15,121.36

TAXES

Code	Subject To	Employee	Employer
Federal W/H	13,576.20	1,039.03	0.00
MC	14,332.27	207.83	207.83
SS	14,332.27	888.59	888.59
Unemployment	15,079.01	0.00	0.07
Total:		2,135.45	1,096.49

DEDUCTIONS

Code	Subject To	Employee	Employer
400	15,121.36	756.07	816.55
550	0.00	42.35	0.00
551	0.00	120.00	0.00
580	0.00	6.12	0.00
590	0.00	563.26	1,971.27
595	0.00	10.57	0.00
615	0.00	52.91	0.00
Total:		1,551.28	2,787.82

RECAP 1000 - Courthouse Security

Earnings: 15,121.36 Benefits: 0.00 Deductions: 1,551.28 Taxes: 2,135.45 Net Pay: 11,434.63

Department: 1101 - Unit Road

Total Direct Deposits: 39,154.93
 Total Check Amounts: 1,417.98

EARNINGS

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	232.00	5,158.15
165 Stipend w/RET	0.00	66.92
FLOAT	64.00	1,404.09
Hourly	1,497.00	32,701.28
PEO	224.00	4,895.92
S	61.84	1,337.10
SAL	-7.00	2,360.10
Vacation	175.16	3,866.18
Total:	2,247.00	51,789.74

TAXES

Code	Subject To	Employee	Employer
Federal W/H	47,609.79	3,179.82	0.00
MC	50,199.30	727.89	727.89
SS	50,199.30	3,112.34	3,112.34
Unemployment	51,595.22	0.00	0.30
Total:		7,020.05	3,840.53

DEDUCTIONS

Code	Subject To	Employee	Employer
400	51,789.74	2,589.51	2,796.61
550	0.00	194.52	0.00
580	0.00	16.83	0.00
590	0.00	1,084.09	9,708.01
595	0.00	41.51	0.00
615	0.00	270.32	0.00
Total:		4,196.78	12,504.62

RECAP 1101 - Unit Road

Earnings: 51,789.74 Benefits: 0.00 Deductions: 4,196.78 Taxes: 7,020.05 Net Pay: 40,572.91

Department: 1102 - Vehicle Maintenance

Total Direct Deposits: 1,346.79
Total Check Amounts: 3,057.79

EARNINGS

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	24.00	549.29
BEREAVEMENT	4.00	98.62
FLOAT	16.00	367.03
Hourly	150.00	3,390.04
PEO	24.00	549.29
S	2.00	45.57
Vacation	20.00	493.08
Total:	240.00	5,492.92

TAXES

Code	Subject To	Employee	Employer
Federal W/H	5,179.34	355.99	0.00
MC	5,453.99	79.09	79.09
SS	5,453.99	338.15	338.15
Unemployment	5,462.68	0.00	0.03
Total:		773.23	417.27

DEDUCTIONS

Code	Subject To	Employee	Employer
400	5,492.92	274.65	296.61
550	0.00	30.24	0.00
580	0.00	1.53	0.00
590	0.00	0.00	1,144.62
615	0.00	8.69	0.00
Total:		315.11	1,441.23

RECAP 1102 - Vehicle Maintenance

Earnings: 5,492.92 Benefits: 0.00 Deductions: 315.11 Taxes: 773.23 Net Pay: 4,404.58

Department: 1103 - Fleet Maintenance

Total Direct Deposits: 1,394.61
Total Check Amounts: 1,535.82

EARNINGS

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	16.00	360.96
FLOAT	8.00	190.16
Hourly	92.00	2,031.99
PEO	16.00	360.96
Vacation	28.00	665.56
Total:	160.00	3,609.63

TAXES

Code	Subject To	Employee	Employer
Federal W/H	3,373.45	168.09	0.00
MC	3,553.93	51.53	51.53
SS	3,553.93	220.34	220.34
Unemployment	3,594.51	0.00	0.02
Total:		439.96	271.89

DEDUCTIONS

Code	Subject To	Employee	Employer
400	3,609.63	180.48	194.92
550	0.00	15.12	0.00
580	0.00	3.06	0.00
590	0.00	0.00	381.54
595	0.00	4.02	0.00
615	0.00	36.56	0.00
Total:		239.24	576.46

RECAP 1103 - Fleet Maintenance

Earnings: 3,609.63 Benefits: 0.00 Deductions: 239.24 Taxes: 439.96 Net Pay: 2,930.43

Department: 2120 - County Treasurer

Total Direct Deposits: 4,578.90
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	16.00	357.18
165 Stipend w/RET	0.00	66.92
FLOAT	16.00	357.18
Hourly	88.00	1,907.04
PEO	24.00	535.76
S	8.00	207.30
SAL	1.00	2,443.91
Vacation	8.00	207.30
Total:	161.00	6,082.59

TAXES

Code	Subject To	Employee	Employer
Federal W/H	5,387.78	364.28	0.00
MC	5,751.92	83.40	83.40
SS	5,751.92	356.61	356.61
Unemployment	6,067.47	0.00	0.03
Total:		804.29	440.04

DEDUCTIONS

Code	Subject To	Employee	Employer
400	6,082.59	304.14	328.46
520	0.00	60.00	0.00
550	0.00	15.12	0.00
551	0.00	86.46	0.00
580	0.00	4.59	0.00
590	0.00	159.39	1,194.05
595	0.00	6.35	0.00
615	0.00	63.35	0.00
Total:		699.40	1,522.51

RECAP 2120 - County Treasurer

Earnings: 6,082.59 Benefits: 0.00 Deductions: 699.40 Taxes: 804.29 Net Pay: 4,578.90

Department: 2130 - County Auditor

Total Direct Deposits: 6,810.28
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	32.00	1,011.06
165 Stipend w/RET	0.00	83.07
Hourly	84.00	2,104.71
LWOP	34.00	0.00
PEO	20.00	498.92
S	3.00	73.11
SAL	-22.00	5,157.70
Vacation	11.00	436.57
Total:	162.00	9,365.14

TAXES

Code	Subject To	Employee	Employer
Federal W/H	8,287.73	803.02	0.00
MC	8,755.99	126.97	126.97
SS	8,755.99	542.87	542.87
Unemployment	9,350.02	0.00	0.06
Total:		1,472.86	669.90

DEDUCTIONS

Code	Subject To	Employee	Employer
400	9,365.14	468.26	505.72
550	0.00	15.12	0.00
551	0.00	20.00	0.00
580	0.00	4.59	0.00
590	0.00	520.83	1,250.56
595	0.00	8.26	0.00
615	0.00	44.94	0.00
Total:		1,082.00	1,756.28

RECAP 2130 - County Auditor

Earnings: 9,365.14 Benefits: 0.00 Deductions: 1,082.00 Taxes: 1,472.86 Net Pay: 6,810.28

Department: 2140 - Tax Assessor-Collector

Total Direct Deposits: 9,149.21
Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	48.00	924.73
165 Stipend w/RET	0.00	50.77
Hourly	327.50	6,277.90
LWOP	1.84	0.00
PEO	54.50	1,050.23
S	37.08	758.58
SAL	1.00	2,443.20
Vacation	11.08	202.27
Total:	481.00	11,707.68

TAXES

Code	Subject To	Employee	Employer
Federal W/H	10,726.84	701.53	0.00
MC	11,432.22	165.77	165.77
SS	11,432.22	708.80	708.80
Unemployment	9,199.62	0.00	0.06
Total:		1,576.10	874.63

DEDUCTIONS

Code	Subject To	Employee	Employer
400	11,707.68	585.38	632.21
520	0.00	120.00	0.00
550	0.00	45.36	0.00
580	0.00	1.53	0.00
590	0.00	159.39	2,720.21
595	0.00	10.57	0.00
615	0.00	60.14	0.00
Total:		982.37	3,352.42

RECAP 2140 - Tax Assessor-Collector

Earnings: 11,707.68 Benefits: 0.00 Deductions: 982.37 Taxes: 1,576.10 Net Pay: 9,149.21

Department: 2150 - County Clerk

Total Direct Deposits: 11,334.25
Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	64.00	1,186.84
Hourly	403.75	7,417.96
PEO	128.00	2,373.66
S	16.00	296.77
SAL	1.00	2,444.63
Vacation	28.25	593.09
Total:	641.00	14,312.95

TAXES

Code	Subject To	Employee	Employer
Federal W/H	13,045.25	631.02	0.00
MC	13,820.89	200.41	200.41
SS	13,820.89	856.89	856.89
Unemployment	11,798.50	0.00	0.08
Total:		1,688.32	1,057.38

DEDUCTIONS

Code	Subject To	Employee	Employer
400	14,312.95	715.64	772.92
520	0.00	60.00	0.00
550	0.00	84.94	0.00
551	0.00	133.05	0.00
580	0.00	9.18	0.00
590	0.00	159.39	3,101.75
595	0.00	19.01	0.00
610	0.00	13.50	0.00
615	0.00	95.67	0.00
Total:		1,290.38	3,874.67

RECAP 2150 - County Clerk

Earnings: 14,312.95 Benefits: 0.00 Deductions: 1,290.38 Taxes: 1,688.32 Net Pay: 11,334.25

Department: 3000 - County Clerk

Total Direct Deposits: 1,148.72
Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	8.00	142.80
FLOAT	8.00	142.80
Hourly	32.00	571.20
PEO	16.00	285.60
S	7.00	124.95
Vacation	9.00	160.65
Total:	80.00	1,428.00

TAXES

Code	Subject To	Employee	Employer
Federal W/H	1,341.48	84.67	0.00
MC	1,412.88	20.49	20.49
SS	1,412.88	87.60	87.60
Unemployment	1,412.88	0.00	0.01
Total:		192.76	108.10

DEDUCTIONS

Code	Subject To	Employee	Employer
400	1,428.00	71.40	77.11
550	0.00	15.12	0.00
590	0.00	0.00	381.54
Total:		86.52	458.65

RECAP 3000 - County Clerk

Earnings: 1,428.00 Benefits: 0.00 Deductions: 86.52 Taxes: 192.76 Net Pay: 1,148.72

Department: 3200 - District Attorney

Total Direct Deposits: 30,181.26
Total Check Amounts: 31.97

EARNINGS

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	112.00	3,468.80
165 Stipend w/RET	0.00	50.77
ADA Supplement	0.00	1,121.67
ADA/ETF Stipend	0.00	4,008.71
DA Staff Supplement	0.00	994.19
Hourly	343.50	7,856.99
PEO	112.00	2,526.19
S	16.50	325.75
SAL	-89.00	18,294.14
Vacation	72.00	2,215.99
Total:	567.00	40,863.20

TAXES

Code	Subject To	Employee	Employer
Federal W/H	37,315.71	4,081.68	0.00
MC	39,367.44	570.83	570.83
SS	39,367.44	2,440.79	2,440.79
Unemployment	34,582.71	0.00	0.21
Total:		7,093.30	3,011.83

DEDUCTIONS

Code	Subject To	Employee	Employer
400	39,834.39	1,991.73	2,151.06
520	0.00	60.00	0.00
550	0.00	121.30	0.00
551	0.00	346.12	0.00
580	0.00	9.18	0.00
590	0.00	882.04	5,503.99
595	0.00	23.12	0.00
615	0.00	123.18	0.00
Total:		3,556.67	7,655.05

RECAP 3200 - District Attorney

Earnings: 40,863.20 Benefits: 0.00 Deductions: 3,556.67 Taxes: 7,093.30 Net Pay: 30,213.23

Department: 3201 - Environmental Task Force

Total Direct Deposits: 6,908.50
Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	32.00	846.94
165 Stipend w/RET	0.00	85.39
ADA/ETF Stipend	0.00	519.66
Hourly	232.00	6,198.95
PEO	56.00	1,423.51
Uniform	0.00	75.00
Total:	320.00	9,149.45

TAXES

Code	Subject To	Employee	Employer
Federal W/H	8,362.01	774.24	0.00
MC	8,819.48	127.88	127.88
SS	8,819.48	546.80	546.80
Unemployment	8,552.12	0.00	0.05
Total:	1,448.92	1,448.92	674.73

DEDUCTIONS

Code	Subject To	Employee	Employer
400	9,149.45	457.47	494.07
550	0.00	77.67	0.00
551	0.00	50.00	0.00
580	0.00	4.59	0.00
590	0.00	159.39	1,194.05
595	0.00	6.35	0.00
615	0.00	36.56	0.00
Total:	792.03	1,688.12	

RECAP 3201 - Environmental Task Force

Earnings:	9,149.45	Benefits:	0.00	Deductions:	792.03	Taxes:	1,448.92	Net Pay:	6,908.50
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Department: 3220 - District Clerk

Total Direct Deposits: 9,587.60
Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	48.00	932.36
Hourly	266.00	5,146.79
LWOP	6.00	0.00
PEO	140.00	2,719.67
S	16.00	319.85
SAL	1.00	2,444.80
Vacation	4.00	86.53
VAC-PAYOUT	43.92	804.18
Total:	524.92	12,454.18

TAXES

Code	Subject To	Employee	Employer
Federal W/H	11,592.86	1,066.16	0.00
MC	12,215.56	177.13	177.13
SS	12,215.56	757.38	757.38
Unemployment	8,519.12	0.00	0.05
Total:	2,000.67	2,000.67	934.56

DEDUCTIONS

Code	Subject To	Employee	Employer
400	12,454.18	622.70	672.52
550	0.00	43.86	0.00
551	0.00	103.84	0.00
580	0.00	4.59	0.00
590	0.00	0.00	1,907.70
595	0.00	10.55	0.00
615	0.00	80.37	0.00
Total:	865.91	2,580.22	

RECAP 3220 - District Clerk

Earnings:	12,454.18	Benefits:	0.00	Deductions:	865.91	Taxes:	2,000.67	Net Pay:	9,587.60
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Department: 3230 - District Judge

Total Direct Deposits: 6,887.60
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	16.00	578.46
FLOAT	8.00	198.08
Hourly	47.00	1,163.70
PEO	8.00	198.08
S	5.00	123.80
SAL	-36.00	4,896.67
Vacation	40.00	1,810.75
Total:	88.00	8,969.54

TAXES

Code	Subject To	Employee	Employer
Federal W/H	8,058.46	510.91	0.00
MC	8,606.93	124.79	124.79
SS	8,606.93	533.63	533.63
Unemployment	7,308.18	0.00	0.04
Total:		1,169.33	658.46

DEDUCTIONS

Code	Subject To	Employee	Employer
400	8,969.54	448.47	484.36
520	0.00	100.00	0.00
550	0.00	30.58	0.00
551	0.00	76.92	0.00
580	0.00	1.53	0.00
590	0.00	159.39	812.51
595	0.00	4.24	0.00
615	0.00	91.48	0.00
Total:		912.61	1,296.87

RECAP 3230 - District Judge

Earnings: 8,969.54 Benefits: 0.00 Deductions: 912.61 Taxes: 1,169.33 Net Pay: 6,887.60

Department: 3240 - County Court Law

Total Direct Deposits: 8,924.87
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	16.00	579.83
165 Stipend w/RET	0.00	34.62
Jud Stip	1.00	3,230.77
SAL	-13.00	8,329.05
Total:	4.00	12,174.27

TAXES

Code	Subject To	Employee	Employer
Federal W/H	11,067.30	1,244.64	0.00
MC	11,676.01	169.29	169.29
SS	11,676.01	723.91	723.91
Unemployment	5,767.70	0.00	0.03
Total:		2,137.84	893.23

DEDUCTIONS

Code	Subject To	Employee	Employer
400	12,174.27	608.71	657.41
550	0.00	45.70	0.00
551	0.00	56.15	0.00
580	0.00	4.59	0.00
590	0.00	318.78	1,243.48
595	0.00	16.72	0.00
615	0.00	60.91	0.00
Total:		1,111.56	1,900.89

RECAP 3240 - County Court Law

Earnings: 12,174.27 Benefits: 0.00 Deductions: 1,111.56 Taxes: 2,137.84 Net Pay: 8,924.87

Department: 3251 - JP Prec. 1

Total Direct Deposits: 3,581.96
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	16.00	288.84
Hourly	136.00	2,445.91
S	8.00	153.65
SAL	1.00	2,188.77
Total:	161.00	5,077.17

TAXES

Code	Subject To	Employee	Employer
Federal W/H	4,365.01	353.18	0.00
MC	4,618.87	66.97	66.97
SS	4,618.87	286.37	286.37
Unemployment	2,888.40	0.00	0.02
Total:	706.52	353.36	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	5,077.17	253.86	274.16
550	0.00	31.15	0.00
551	0.00	188.45	0.00
560	0.00	75.00	0.00
580	0.00	1.53	0.00
590	0.00	159.39	1,194.05
595	0.00	6.24	0.00
615	0.00	73.07	0.00
Total:	788.69	1,468.21	

RECAP 3251 - JP Prec. 1

Earnings:	5,077.17	Benefits:	0.00	Deductions:	788.69	Taxes:	706.52	Net Pay:	3,581.96
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Department: 3252 - JP Prec. 2

Total Direct Deposits: 4,031.15
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	16.00	301.89
Hourly	96.00	1,811.33
PEO	48.00	905.67
SAL	1.00	2,188.77
Total:	161.00	5,207.66

TAXES

Code	Subject To	Employee	Employer
Federal W/H	4,841.24	401.73	0.00
MC	5,101.63	73.97	73.97
SS	5,101.63	316.30	316.30
Unemployment	2,988.31	0.00	0.02
Total:	792.00	390.29	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	5,207.66	260.39	281.21
550	0.00	61.16	0.00
580	0.00	4.59	0.00
590	0.00	0.00	1,144.62
595	0.00	2.11	0.00
610	0.00	13.50	0.00
615	0.00	42.76	0.00
Total:	384.51	1,425.83	

RECAP 3252 - JP Prec. 2

Earnings:	5,207.66	Benefits:	0.00	Deductions:	384.51	Taxes:	792.00	Net Pay:	4,031.15
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Department: 3253 - JP Prec. 3

Total Direct Deposits: 3,819.84
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	16.00	301.89
165 Stipend w/RET	0.00	34.62
Hourly	104.00	1,962.28
PEO	40.00	754.72
SAL	1.00	2,188.77
Total:	161.00	5,242.28

TAXES

Code	Subject To	Employee	Employer
Federal W/H	4,709.77	506.52	0.00
MC	4,971.89	72.09	72.09
SS	4,971.89	308.26	308.26
Unemployment	2,988.65	0.00	0.02
Total:	886.87	886.87	380.37

DEDUCTIONS

Code	Subject To	Employee	Employer
400	5,242.28	262.12	283.08
550	0.00	30.24	0.00
580	0.00	3.06	0.00
590	0.00	159.39	1,194.05
595	0.00	8.46	0.00
615	0.00	72.30	0.00
Total:	535.57	1,477.13	

RECAP 3253 - JP Prec. 3

Earnings: 5,242.28 Benefits: 0.00 Deductions: 535.57 Taxes: 886.87 Net Pay: 3,819.84

Department: 3254 - JP Prec. 4

Total Direct Deposits: 2,796.11
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	8.00	152.40
165 Stipend w/RET	0.00	34.62
FLOAT	8.00	152.40
Hourly	52.00	990.58
PEO	12.00	228.60
SAL	1.00	2,188.77
Total:	81.00	3,747.37

TAXES

Code	Subject To	Employee	Employer
Federal W/H	3,293.90	228.41	0.00
MC	3,481.27	50.48	50.48
SS	3,481.27	215.84	215.84
Unemployment	1,508.86	0.00	0.01
Total:	494.73	494.73	266.33

DEDUCTIONS

Code	Subject To	Employee	Employer
400	3,747.37	187.37	202.35
550	0.00	45.70	0.00
580	0.00	3.06	0.00
590	0.00	159.39	812.51
595	0.00	6.35	0.00
615	0.00	54.66	0.00
Total:	456.53	1,014.86	

RECAP 3254 - JP Prec. 4

Earnings: 3,747.37 Benefits: 0.00 Deductions: 456.53 Taxes: 494.73 Net Pay: 2,796.11

Department: 4300 - County Sheriff

Total Direct Deposits: 76,594.84
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	320.00	8,343.98
165	0.00	16.15
165 Stipend w/RET	0.00	468.49
CCP-OT	12.00	450.60
FH - LAW	24.00	544.46
FLOAT	16.00	499.41
Hourly	2,597.00	65,441.45
OT	154.50	5,492.54
S	107.00	2,676.77
SAL	-56.00	12,624.01
Uniform	0.00	900.00
Vacation	92.00	2,287.30
Total:	3,266.50	99,745.16

TAXES

Code	Subject To	Employee	Employer
Federal W/H	92,685.86	8,561.47	0.00
MC	97,672.29	1,416.25	1,416.25
SS	97,672.29	6,055.70	6,055.70
Unemployment	95,711.66	0.00	0.53
Total:		16,033.42	7,472.48

DEDUCTIONS

Code	Subject To	Employee	Employer
400	99,729.01	4,986.43	5,385.35
550	0.00	470.64	0.00
551	0.00	271.19	0.00
580	0.00	30.60	0.00
590	0.00	796.95	14,745.67
595	0.00	62.87	0.00
610	0.00	27.00	0.00
615	0.00	471.22	0.00
Total:		7,116.90	20,131.02

RECAP 4300 - County Sheriff

Earnings: 99,745.16 Benefits: 0.00 Deductions: 7,116.90 Taxes: 16,033.42 Net Pay: 76,594.84

Department: 4310 - County Jail

Total Direct Deposits: 79,561.72
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	352.00	8,599.29
165 Stipend w/RET	0.00	249.21
FH - LAW	19.00	493.52
FLOAT	32.00	816.64
Hourly	3,002.50	71,402.41
OT	240.00	8,366.24
S	165.75	4,153.76
SAL	-64.50	5,642.10
Uniform	0.00	847.69
Vacation	132.25	3,352.44
Total:	3,879.00	103,923.30

TAXES

Code	Subject To	Employee	Employer
Federal W/H	95,557.21	8,134.51	0.00
MC	100,753.38	1,460.90	1,460.90
SS	100,753.38	6,246.72	6,246.72
Unemployment	103,471.01	0.00	0.63
Total:		15,842.13	7,708.25

DEDUCTIONS

Code	Subject To	Employee	Employer
400	103,923.30	5,196.17	5,611.86
530	0.00	115.38	0.00
550	0.00	452.29	0.00
551	0.00	375.75	0.00
580	0.00	24.48	0.00
590	0.00	1,477.17	16,045.66
595	0.00	89.63	0.00
610	0.00	13.50	0.00
615	0.00	775.08	0.00
Total:		8,519.45	21,657.52

RECAP 4310 - County Jail

Earnings: 103,923.30 Benefits: 0.00 Deductions: 8,519.45 Taxes: 15,842.13 Net Pay: 79,561.72

Department: 4321 - Constables-Pct. 1

Total Direct Deposits: 3,965.44
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	34.62
Hourly	187.00	2,995.54
SAL	1.00	1,561.32
Uniform	0.00	25.00
Total:	188.00	4,616.48

TAXES

Code	Subject To	Employee	Employer
Federal W/H	4,385.65	67.05	0.00
MC	4,616.48	66.93	66.93
SS	4,616.48	286.23	286.23
Unemployment	3,172.64	0.00	0.02
Total:		420.21	353.18

DEDUCTIONS

Code	Subject To	Employee	Employer
400	4,616.48	230.83	249.30
Total:		230.83	249.30

RECAP 4321 - Constables-Pct. 1

Earnings: 4,616.48 Benefits: 0.00 Deductions: 230.83 Taxes: 420.21 Net Pay: 3,965.44

Department: 4322 - Constables-Pct. 2

Total Direct Deposits: 2,840.19
Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
165 Stipend w/RET	0.00	34.62
Hourly	134.00	2,123.66
SAL	1.00	1,561.32
Uniform	0.00	50.00
Total:	135.00	3,769.60

TAXES

Code	Subject To	Employee	Employer
Federal W/H	3,549.40	423.27	0.00
MC	3,737.88	54.19	54.19
SS	3,737.88	231.75	231.75
Unemployment	2,148.66	0.00	0.01
Total:	709.21	709.21	285.95

DEDUCTIONS

Code	Subject To	Employee	Employer
400	3,769.60	188.48	203.56
550	0.00	13.62	0.00
590	0.00	0.00	381.54
615	0.00	18.10	0.00
Total:	220.20	220.20	585.10

RECAP 4322 - Constables-Pct. 2

Earnings: 3,769.60 Benefits: 0.00 Deductions: 220.20 Taxes: 709.21 Net Pay: 2,840.19

Department: 4323 - Constables-Pct. 3

Total Direct Deposits: 4,582.30
Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	16.00	310.49
165 Stipend w/RET	0.00	50.77
Hourly	181.50	3,524.84
S	20.00	372.38
SAL	1.00	1,561.32
Uniform	0.00	50.00
Total:	218.50	5,869.80

TAXES

Code	Subject To	Employee	Employer
Federal W/H	5,321.15	306.27	0.00
MC	5,614.65	81.40	81.40
SS	5,614.65	348.12	348.12
Unemployment	2,292.32	0.00	0.01
Total:	735.79	735.79	429.53

DEDUCTIONS

Code	Subject To	Employee	Employer
400	5,869.80	293.50	316.96
550	0.00	30.58	0.00
580	0.00	3.06	0.00
590	0.00	159.39	812.51
595	0.00	10.26	0.00
615	0.00	54.92	0.00
Total:	551.71	551.71	1,129.47

RECAP 4323 - Constables-Pct. 3

Earnings: 5,869.80 Benefits: 0.00 Deductions: 551.71 Taxes: 735.79 Net Pay: 4,582.30

Department: 4324 - Constables-Pct. 4

Total Direct Deposits: 3,996.62
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	16.00	321.89
FLOAT	16.00	321.89
Hourly	156.00	2,990.75
SAL	1.00	1,561.32
Vacation	8.00	137.27
Total:	197.00	5,333.12

TAXES

Code	Subject To	Employee	Employer
Federal W/H	4,716.06	333.66	0.00
MC	5,022.72	72.84	72.84
SS	5,022.72	311.41	311.41
Unemployment	3,710.41	0.00	0.02
Total:	717.91	717.91	384.27

DEDUCTIONS

Code	Subject To	Employee	Employer
400	5,333.12	266.66	287.98
520	0.00	40.00	0.00
550	0.00	51.90	0.00
551	0.00	50.00	0.00
580	0.00	1.53	0.00
590	0.00	159.39	812.51
595	0.00	6.35	0.00
615	0.00	42.76	0.00
Total:	618.59	1,100.49	

RECAP 4324 - Constables-Pct. 4

Earnings: 5,333.12 Benefits: 0.00 Deductions: 618.59 Taxes: 717.91 Net Pay: 3,996.62

Department: 4330 - Driver's License

Total Direct Deposits: 236.57
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
Hourly	20.25	305.17
Total:	20.25	305.17

TAXES

Code	Subject To	Employee	Employer
Federal W/H	289.91	30.00	0.00
MC	305.17	4.42	4.42
SS	305.17	18.92	18.92
Unemployment	305.17	0.00	0.00
Total:	53.34	53.34	23.34

DEDUCTIONS

Code	Subject To	Employee	Employer
400	305.17	15.26	16.48
Total:	15.26	16.48	

RECAP 4330 - Driver's License

Earnings: 305.17 Benefits: 0.00 Deductions: 15.26 Taxes: 53.34 Net Pay: 236.57

Department: 5401 - Juvenile Probation

Total Direct Deposits: 17,240.70
Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	72.00	2,385.86
165 Stipend w/RET	0.00	163.82
FLOAT	16.00	499.29
Hourly	346.00	10,207.49
JP COMP TAKEN	17.00	579.58
PEO	76.00	2,253.36
S	15.50	421.28
SAL	-30.00	5,788.45
Vacation	49.50	1,723.15
Total:	562.00	24,022.28

BENEFITS

Pay Code	Units	Pay Amount
JP COMP EARNED	20.00	675.67
Total:	20.00	675.67

TAXES

Code	Subject To	Employee	Employer
Federal W/H	20,773.72	1,823.83	0.00
MC	22,242.15	322.52	322.52
SS	22,242.15	1,379.02	1,379.02
Unemployment	24,022.28	0.00	0.14
Total:		3,525.37	1,701.68

DEDUCTIONS

Code	Subject To	Employee	Employer
400	24,022.28	1,201.12	1,297.21
520	0.00	267.31	0.00
551	0.00	616.20	0.00
552	0.00	192.30	0.00
580	0.00	7.65	0.00
590	0.00	839.61	3,257.12
595	0.00	4.24	0.00
615	0.00	127.78	0.00
Total:		3,256.21	4,554.33

RECAP 5401 - Juvenile Probation

Earnings: 24,022.28 Benefits: 675.67 Deductions: 3,256.21 Taxes: 3,525.37 Net Pay: 17,240.70

Department: 6520 - Building Maintenance

Total Direct Deposits: 9,088.61
Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	48.00	972.87
165 Stipend w/RET	0.00	131.52
FLOAT	8.00	142.80
Hourly	384.00	7,475.76
PEO	32.00	602.67
S	8.00	142.80
SAL	-7.00	1,803.92
Vacation	8.00	151.74
Total:	481.00	11,424.08

TAXES

Code	Subject To	Employee	Employer
Federal W/H	10,675.93	702.36	0.00
MC	11,247.14	163.09	163.09
SS	11,247.14	697.32	697.32
Unemployment	9,916.33	0.00	0.06
Total:		1,562.77	860.47

DEDUCTIONS

Code	Subject To	Employee	Employer
400	11,424.08	571.21	616.90
550	0.00	63.58	0.00
551	0.00	30.75	0.00
580	0.00	10.71	0.00
590	0.00	0.00	2,670.78
595	0.00	10.57	0.00
610	0.00	13.84	0.00
615	0.00	72.04	0.00
Total:		772.70	3,287.68

RECAP 6520 - Building Maintenance

Earnings: 11,424.08 Benefits: 0.00 Deductions: 772.70 Taxes: 1,562.77 Net Pay: 9,088.61

Department: 6550 - Elections

Total Direct Deposits: 4,191.07
 Total Check Amounts: 144.07

EARNINGS

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	24.00	525.79
165 Stipend w/RET	0.00	34.62
FLOAT	8.00	146.04
Hourly	136.50	2,360.22
S	12.50	224.84
SAL	-7.00	2,157.06
Total:	174.00	5,448.57

TAXES

Code	Subject To	Employee	Employer
Federal W/H	5,096.77	351.48	0.00
MC	5,361.40	77.74	77.74
SS	5,361.40	332.41	332.41
Unemployment	5,403.21	0.00	0.03
Total:	761.63	410.18	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	5,292.57	264.63	285.79
550	0.00	45.36	0.00
590	0.00	0.00	1,144.62
595	0.00	6.33	0.00
615	0.00	35.48	0.00
Total:	351.80	1,430.41	

RECAP 6550 - Elections

Earnings: 5,448.57 Benefits: 0.00 Deductions: 351.80 Taxes: 761.63 Net Pay: 4,335.14

Department: 6560 - Commissioners Court

Total Direct Deposits: 13,793.66
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	24.00	585.58
165 Stipend w/RET	0.00	228.66
Hourly	64.00	1,267.70
PEO	8.00	158.46
SAL	-9.00	16,313.67
Total:	87.00	18,554.07

TAXES

Code	Subject To	Employee	Employer
Federal W/H	16,316.39	1,191.33	0.00
MC	17,344.09	251.49	251.49
SS	17,344.09	1,075.32	1,075.32
Unemployment	5,874.52	0.00	0.03
Total:	2,518.14	1,326.84	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	18,554.07	927.70	1,001.92
520	0.00	100.00	0.00
550	0.00	42.36	0.00
551	0.00	180.84	0.00
580	0.00	4.59	0.00
590	0.00	882.27	3,214.77
595	0.00	14.37	0.00
615	0.00	90.14	0.00
Total:	2,242.27	4,216.69	

RECAP 6560 - Commissioners Court

Earnings: 18,554.07 Benefits: 0.00 Deductions: 2,242.27 Taxes: 2,518.14 Net Pay: 13,793.66

Department: 6570 - Veteran Service Officer

Total Direct Deposits: 1,423.47
Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	8.00	165.38
165 Stipend w/RET	0.00	34.62
FLOAT	4.00	82.69
SAL	-11.00	1,405.77
Total:	1.00	1,688.46

TAXES

Code	Subject To	Employee	Employer
Federal W/H	1,600.02	47.69	0.00
MC	1,684.44	24.42	24.42
SS	1,684.44	104.44	104.44
Unemployment	1,688.46	0.00	0.01
Total:	176.55	128.87	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	1,688.46	84.42	91.18
590	0.00	0.00	381.54
595	0.00	4.02	0.00
Total:	88.44	472.72	

RECAP 6570 - Veteran Service Officer

Earnings: 1,688.46 Benefits: 0.00 Deductions: 88.44 Taxes: 176.55 Net Pay: 1,423.47

Department: 6580 - Human Resources

Total Direct Deposits: 2,821.60
Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	16.00	394.85
165 Stipend w/RET	0.00	50.77
Hourly	56.00	1,247.88
SAL	-11.00	1,840.89
Vacation	20.00	464.82
Total:	81.00	3,999.21

TAXES

Code	Subject To	Employee	Employer
Federal W/H	3,765.42	638.93	0.00
MC	3,965.38	57.50	57.50
SS	3,965.38	245.86	245.86
Unemployment	3,985.59	0.00	0.02
Total:	942.29	303.38	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	3,999.21	199.96	215.96
550	0.00	13.62	0.00
580	0.00	1.53	0.00
590	0.00	0.00	381.54
595	0.00	2.11	0.00
615	0.00	18.10	0.00
Total:	235.32	597.50	

RECAP 6580 - Human Resources

Earnings: 3,999.21 Benefits: 0.00 Deductions: 235.32 Taxes: 942.29 Net Pay: 2,821.60

Department: 6590 - Purchasing Department

Total Direct Deposits: 4,518.19
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	24.00	582.35
165 Stipend w/RET	0.00	66.92
Hourly	118.00	2,438.57
PEO	16.00	332.77
S	2.00	36.40
SAL	-11.00	2,121.39
Vacation	12.00	311.97
Total:	161.00	5,890.37

TAXES

Code	Subject To	Employee	Employer
Federal W/H	5,370.07	415.48	0.00
MC	5,664.59	82.14	82.14
SS	5,664.59	351.20	351.20
Unemployment	5,875.25	0.00	0.04
Total:		848.82	433.38

DEDUCTIONS

Code	Subject To	Employee	Employer
400	5,890.37	294.52	318.08
550	0.00	15.12	0.00
580	0.00	3.06	0.00
590	0.00	159.39	812.51
595	0.00	6.33	0.00
615	0.00	44.94	0.00
Total:		523.36	1,130.59

RECAP 6590 - Purchasing Department

Earnings: 5,890.37 Benefits: 0.00 Deductions: 523.36 Taxes: 848.82 Net Pay: 4,518.19

Department: 6630 - Grants Department

Total Direct Deposits: 3,591.66
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	16.00	461.54
165 Stipend w/RET	0.00	50.77
FLOAT	16.00	461.54
Hourly	40.00	961.54
PEO	8.00	192.31
S	15.00	360.58
SAL	-15.00	2,153.85
Vacation	1.00	24.04
Total:	81.00	4,666.17

TAXES

Code	Subject To	Employee	Employer
Federal W/H	4,209.24	276.19	0.00
MC	4,442.55	64.42	64.42
SS	4,442.55	275.44	275.44
Unemployment	4,651.05	0.00	0.03
Total:		616.05	339.89

DEDUCTIONS

Code	Subject To	Employee	Employer
400	4,666.17	233.31	251.97
550	0.00	15.12	0.00
580	0.00	1.53	0.00
590	0.00	159.39	812.51
595	0.00	6.35	0.00
615	0.00	42.76	0.00
Total:		458.46	1,064.48

RECAP 6630 - Grants Department

Earnings: 4,666.17 Benefits: 0.00 Deductions: 458.46 Taxes: 616.05 Net Pay: 3,591.66

Department: 6650 - Emerg Mgnt/Homeland Sec

Total Direct Deposits: 7,543.26
Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	16.00	467.50
FLOAT	16.00	467.50
Hourly	64.00	1,569.70
SAL	-23.00	1,899.03
Vacation	8.00	271.29
VAC-PAYOUT	240.00	5,886.39
Total:	321.00	10,561.41

TAXES

Code	Subject To	Employee	Employer
Federal W/H	10,000.64	1,651.94	0.00
MC	10,528.72	152.66	152.66
SS	10,528.72	652.78	652.78
Unemployment	10,530.83	0.00	0.07
Total:		2,457.38	805.51

DEDUCTIONS

Code	Subject To	Employee	Employer
400	10,561.41	528.08	570.32
550	0.00	30.58	0.00
590	0.00	0.00	381.54
595	0.00	2.11	0.00
Total:		560.77	951.86

RECAP 6650 - Emerg Mgnt/Homeland Sec

Earnings: 10,561.41 Benefits: 0.00 Deductions: 560.77 Taxes: 2,457.38 Net Pay: 7,543.26

Department: 7610 - Sanitation Department

Total Direct Deposits: 4,949.00
Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	24.00	604.34
165 Stipend w/RET	0.00	34.62
FLOAT	8.00	166.39
Hourly	116.00	2,189.20
PEO	16.00	304.85
SAL	-7.00	2,695.43
Uniform	0.00	25.00
Vacation	4.00	83.19
Total:	161.00	6,103.02

TAXES

Code	Subject To	Employee	Employer
Federal W/H	5,741.37	328.27	0.00
MC	6,046.52	87.68	87.68
SS	6,046.52	374.89	374.89
Unemployment	6,057.32	0.00	0.04
Total:		790.84	462.61

DEDUCTIONS

Code	Subject To	Employee	Employer
400	6,103.02	305.15	329.57
550	0.00	45.70	0.00
580	0.00	1.53	0.00
590	0.00	0.00	763.08
595	0.00	2.11	0.00
615	0.00	8.69	0.00
Total:		363.18	1,092.65

RECAP 7610 - Sanitation Department

Earnings: 6,103.02 Benefits: 0.00 Deductions: 363.18 Taxes: 790.84 Net Pay: 4,949.00

Department: 8700 - County Agent

Total Direct Deposits: 4,519.67
 Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	32.00	550.30
FLOAT	8.00	184.54
Hourly	72.00	1,419.89
SAL	-29.00	3,348.23
Total:	83.00	5,502.96

TAXES

Code	Subject To	Employee	Employer
Federal W/H	5,323.12	383.15	0.00
MC	5,494.27	79.67	79.67
SS	5,494.27	340.63	340.63
Unemployment	5,502.96	0.00	0.04
Total:	803.45	803.45	420.34

DEDUCTIONS

Code	Subject To	Employee	Employer
400	3,423.14	171.15	184.85
590	0.00	0.00	763.08
615	0.00	8.69	0.00
Total:	179.84	179.84	947.93

RECAP 8700 - County Agent

Earnings: 5,502.96 Benefits: 0.00 Deductions: 179.84 Taxes: 803.45 Net Pay: 4,519.67



Packet: PYPKT02893 - Payroll 12172023 thru 12302023
 Payroll Set: 01 - Payroll Set 01

Pay Period: 12/17/2023 - 12/30/2023

Total Direct Deposits: 410,216.03
Total Check Amounts: 6,187.63

Males Paid: 143
Females Paid: 124
Total Employees: 267

EARNINGS

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	1,792.00	44,121.68
165	0.00	16.15
165 Stipend w/RET	0.00	2,192.50
ADA Supplement	0.00	1,121.67
ADA/ETF Stipend	0.00	4,528.37
BEREAVEMENT	4.00	98.62
CCP-OT	12.00	450.60
DA Staff Supplement	0.00	994.19
FH - LAW	43.00	1,037.98
FLOAT	284.00	6,814.69
Hourly	11,993.50	273,720.70
JP COMP TAKEN	17.00	579.58
Jud Stip	1.00	3,230.77
LWOP	41.84	0.00
OT	394.50	13,858.78
PEO	1,182.50	25,905.91
S	550.17	12,807.15
SAL	-474.50	124,679.46
Uniform	0.00	2,147.69
Vacation	773.24	20,398.12
VAC-PAYOUT	283.92	6,690.57
Total:	16,898.17	545,395.18

BENEFITS

Pay Code	Units	Pay Amount
JP COMP EARNED	20.00	675.67
Total:	20.00	675.67

TAXES

Code	Subject To	Employee	Employer
Federal W/H	499,348.66	42,161.80	0.00
MC	527,261.74	7,645.28	7,645.28
SS	527,261.74	32,690.25	32,690.25
Unemployment	485,129.87	0.00	2.85
Total:	82,497.33	40,338.38	

DEDUCTIONS

Code	Subject To	Employee	Employer
400	542,114.40	27,105.77	29,274.12
520	0.00	807.31	0.00
530	0.00	115.38	0.00
550	0.00	2,266.30	0.00
551	0.00	2,718.22	0.00
552	0.00	192.30	0.00
560	0.00	75.00	0.00
580	0.00	175.95	0.00
590	0.00	9,437.07	84,672.46
595	0.00	416.32	0.00
610	0.00	81.34	0.00
615	0.00	3,103.23	0.00
Total:	46,494.19	113,946.58	

RECAP 01 - Payroll Set 01

Earnings:	545,395.18	Benefits:	675.67	Deductions:	46,494.19	Taxes:	82,497.33	Net Pay:	416,403.66
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Caldwell County Agenda Item

AGENDA DATE: January 23, 2024

Type of Agenda Item: Reoccurring Payment

Subject: To approve County Payroll Tax payment in the amount of \$122,832.86 (12/17/2023 - 12/30/2023).

Costs: \$122,832.86

Agenda Speakers: Judge Haden/Kristianna Ortiz

Backup Materials: Attached

Total # of Pages: 1



Packet: PYPKT02893 - Payroll 12172023 thru 12302023
Payroll Set: 01 - Payroll Set 01

Pay Period: 12/17/2023 - 12/30/2023

Total Direct Deposits: 410,216.03
Total Check Amounts: 6,187.63

Males Paid: 143
Females Paid: 124
Total Employees: 267

EARNINGS

Pay Code	Units	Pay Amount
112.5 - HOL PRIMARY	1,792.00	44,121.68
165	0.00	16.15
165 Stipend w/RET	0.00	2,192.50
ADA Supplement	0.00	1,121.67
ADA/ETF Stipend	0.00	4,528.37
BEREAVEMENT	4.00	98.62
CCP-OT	12.00	450.60
DA Staff Supplement	0.00	994.19
FH - LAW	43.00	1,037.98
FLOAT	284.00	6,814.69
Hourly	11,993.50	273,720.70
JP COMP TAKEN	17.00	579.58
Jud Stip	1.00	3,230.77
LWOP	41.84	0.00
OT	394.50	13,858.78
PEO	1,182.50	25,905.91
S	550.17	12,807.15
SAL	-474.50	124,679.46
Uniform	0.00	2,147.69
Vacation	773.24	20,398.12
VAC-PAYOUT	283.92	6,690.57
Total:	16,898.17	545,395.18

BENEFITS

Pay Code	Units	Pay Amount
JP COMP EARNED	20.00	675.67
Total:	20.00	675.67

TAXES

Code	Subject To	Employee	Employer
Federal W/H	499,348.66	42,161.80	0.00
MC	527,261.74	7,645.28	7,645.28
SS	527,261.74	32,690.25	32,690.25
Unemployment	485,129.87	0.00	2.85
Total:	82,497.33	40,338.38	

FWH - \$42,161.80
 MC - \$15,290.56
 SS - \$65,380.50

 \$122,832.86

DEDUCTIONS

Code	Subject To	Employee	Employer
400	542,114.40	27,105.77	29,274.12
520	0.00	807.31	0.00
530	0.00	115.38	0.00
550	0.00	2,266.30	0.00
551	0.00	2,718.22	0.00
552	0.00	192.30	0.00
560	0.00	75.00	0.00
580	0.00	175.95	0.00
590	0.00	9,437.07	84,672.46
595	0.00	416.32	0.00
610	0.00	81.34	0.00
615	0.00	3,103.23	0.00
Total:	46,494.19	113,946.58	

RECAP 01 - Payroll Set 01

Earnings: 545,395.18 Benefits: 675.67 Deductions: 46,494.19 Taxes: 82,497.33 Net Pay: 416,403.66

Caldwell County Agenda Item

AGENDA DATE: January 23, 2024

Type of Agenda Item: Departmental Report

Subject: To accept the Caldwell County Constable PCT #3 2023 Racial Profiling Report.

Costs: None

Agenda Speakers: Judge Haden

Backup Materials: Attached

Total # of Pages: 18

Racial Profiling Report | Full report

Agency Name: CALDWELL COUNTY CONSTABLE PRECINCT 3

Reporting Date: 1/3/2024

TCOLE Agency Number:

Chief Administrator: Chief Deputy Steven Kenney

Agency Contact: Chief Deputy Steven Kenney

Phone: (512) 234-0608

Email: steve.kenney@co.caldwell.tx.us

Mailing Address: 9675 Hwy 142, Maxwell, TX 78566

This Agency filed a full report

CALDWELL COUNTY
CONSTABLE PRECINCT 3 has adopted a detailed written policy on racial profiling. Our policy:

- 1) clearly defines acts constituting racial profiling;
- 2) strictly prohibits peace officers employed by the CALDWELL COUNTY
CONSTABLE PRECINCT 3 from engaging in racial profiling;
- 3) implements a process by which an individual may file a complaint with the CALDWELL COUNTY CONSTABLE
PRECINCT 3 if the individual believes that a peace officer employed by the CALDWELL COUNTY CONSTABLE
PRECINCT 3 has engaged in racial profiling with respect to the individual;
- 4) provides public education relating to the agency's complaint process;
- 5) requires appropriate corrective action to be taken against a peace officer employed by the CALDWELL COUNTY CONSTABLE
PRECINCT 3 who, after an investigation, is shown to have engaged in racial profiling in violation of the CALDWELL COUNTY CONSTABLE
PRECINCT 3;
- 6) requires collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:
 - a. the race or ethnicity of the individual detained;
 - b. whether a search was conducted and, if so, whether the individual detained consented to the search;

- c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
- d. whether the peace officer used physical force that resulted in bodily injury during the stop;
- e. the location of the stop;
- f. the reason for the stop.

7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:

- a. the Commission on Law Enforcement; and
- b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The CALDWELL COUNTY
CONSTABLE PRECINCT 3 has satisfied the statutory data audit requirements as prescribed in Article 2, 133(c), Code of Criminal Procedure during the reporting period.

Executed by: Chief Deputy Steven Kenney



Date: 1/3/2024

Page 1

Racial Profiling Report | Full Report

CALDWELL COUNTY CONSTABLE PRECINCT 3

1/1/2023 - 12/31/2023

Total stops: 1,361 100.00%

Street address or approximate location of the stop

City street: 19 1.40%
 US highway: 53 3.89%
 State highway: 1,086 79.79%
 County road: 184 13.52%
 Private property or other: 19 1.40%

Was race or ethnicity known prior to stop?

Yes: 17 1.25%
 No: 1,344 98.75%

Race or ethnicity

Alaska Native/American Indian: 3 0.22%
 Asian/Pacific Islander: 24 1.76%
 Black: 100 7.35%
 White: 592 43.50%
 Hispanic/Latino: 642 47.17%

Gender

Female:

Total	<u>490</u>	<u>36.00%</u>				
	Alaska Native/American Indian	<u>1</u>	<u>0.20%</u>	Asian/Pacific Islander	<u>8</u>	<u>1.63%</u>
	Black	<u>38</u>	<u>7.76%</u>	White	<u>228</u>	<u>46.53%</u>
				Hispanic/Latino	<u>215</u>	<u>43.88%</u>

Male:

Total	<u>871</u>	<u>64.00%</u>				
	Alaska Native/American Indian	<u>2</u>	<u>0.23%</u>	Asian/Pacific Islander	<u>16</u>	<u>1.84%</u>
	Black	<u>62</u>	<u>7.12%</u>	White	<u>364</u>	<u>41.79%</u>
				Hispanic/Latino	<u>427</u>	<u>49.02%</u>

Racial Profiling Report | Full Report
CALDWELL COUNTY CONSTABLE PRECINCT 3
1/1/2023 - 12/31/2023

Reason for stop?

Violation of law:

Total	<u>25</u>	<u>1.84%</u>					
Alaska Native/American Indian	<u>0</u>	<u>0.00%</u>	Asian/Pacific Islander	<u>0</u>	<u>0.00%</u>		
Black	<u>0</u>	<u>0.00%</u>	White	<u>12</u>	<u>48.00%</u>	Hispanic/Latino	<u>13</u> <u>52.00%</u>

Preexisting knowledge:

Total	<u>5</u>	<u>0.37%</u>					
Alaska Native/American Indian	<u>0</u>	<u>0.00%</u>	Asian/Pacific Islander	<u>0</u>	<u>0.00%</u>		
Black	<u>1</u>	<u>4.00%</u>	White	<u>3</u>	<u>12.00%</u>	Hispanic/Latino	<u>1</u> <u>4.00%</u>

Moving traffic violation:

Total	<u>1,153</u>	<u>84.72%</u>					
Alaska Native/American Indian	<u>2</u>	<u>0.17%</u>	Asian/Pacific Islander	<u>24</u>	<u>2.08%</u>		
Black	<u>86</u>	<u>7.46%</u>	White	<u>508</u>	<u>44.06%</u>	Hispanic/Latino	<u>533</u> <u>46.23%</u>

Vehicle traffic violation:

Total	<u>178</u>	<u>13.08%</u>					
Alaska Native/American Indian	<u>1</u>	<u>0.56%</u>	Asian/Pacific Islander	<u>0</u>	<u>0.00%</u>		
Black	<u>13</u>	<u>7.30%</u>	White	<u>69</u>	<u>38.76%</u>	Hispanic/Latino	<u>95</u> <u>53.37%</u>

Was a search conducted?

Yes:

Total	<u>7</u>	<u>0.51%</u>					
Alaska Native/American Indian	<u>0</u>	<u>0.00%</u>	Asian/Pacific Islander	<u>0</u>	<u>0.00%</u>		
Black	<u>1</u>	<u>14.29%</u>	White	<u>2</u>	<u>28.57%</u>	Hispanic/Latino	<u>4</u> <u>57.14%</u>

No:

Total	<u>1,354</u>	<u>99.49%</u>					
Alaska Native/American Indian	<u>3</u>	<u>0.22%</u>	Asian/Pacific Islander	<u>24</u>	<u>1.77%</u>		
Black	<u>99</u>	<u>7.31%</u>	White	<u>590</u>	<u>43.57%</u>	Hispanic/Latino	<u>638</u> <u>47.12%</u>

Reason for Search?

Consent:

Total	<u>2</u>	<u>0.15%</u>					
Alaska Native/American Indian	<u>0</u>	<u>0.00%</u>	Asian/Pacific Islander	<u>0</u>	<u>0.00%</u>		
Black	<u>0</u>	<u>0.00%</u>	White	<u>1</u>	<u>50.00%</u>	Hispanic/Latino	<u>1</u> <u>50.00%</u>

Contraband:

Total	<u>1</u>	<u>0.07%</u>					
Alaska Native/American Indian	<u>0</u>	<u>0.00%</u>	Asian/Pacific Islander	<u>0</u>	<u>0.00%</u>		
Black	<u>0</u>	<u>0.00%</u>	White	<u>1</u>	<u>100.00%</u>	Hispanic/Latino	<u>0</u> <u>0.00%</u>

Page 3

Racial Profiling Report | Full Report

CALDWELL COUNTY CONSTABLE PRECINCT 3

1/1/2023 - 12/31/2023

Probable cause:

Total	<u>0</u>	<u>0.00%</u>					
Alaska Native/American Indian	<u>0</u>	<u>0.00%</u>	Asian/Pacific Islander	<u>0</u>	<u>0.00%</u>		
Black	<u>0</u>	<u>0.00%</u>	White	<u>0</u>	<u>0.00%</u>	Hispanic/Latino	<u>0</u> <u>0.00%</u>

Inventory:

Total	<u>1</u>						
Alaska Native/American Indian	<u>0</u>		Asian/Pacific Islander	<u>0</u>			
Black	<u>0</u>		White	<u>0</u>		Hispanic/Latino	<u>1</u>

Incident to arrest:

Total	<u>3</u>	<u>0.07%</u>					
Alaska Native/American Indian	<u>0</u>	<u>0.00%</u>	Asian/Pacific Islander	<u>0</u>	<u>0.00%</u>		
Black	<u>1</u>	<u>0.00%</u>	White	<u>0</u>	<u>0.00%</u>	Hispanic/Latino	<u>2</u> <u>100.00%</u>

Was Contraband discovered?

Yes:

Total	<u>2</u>	<u>0.15%</u>	Did the finding result in arrest (total should equal previous column)?			
Alaska Native/American Indian	<u>0</u>	<u>0.00%</u>	Yes	<u>0</u> <u>0.00%</u>	No	<u>0</u> <u>0.00%</u>
Asian/Pacific Islander	<u>0</u>	<u>0.00%</u>	Yes	<u>0</u> <u>0.00%</u>	No	<u>0</u> <u>0.00%</u>
Black	<u>1</u>	<u>50.00%</u>	Yes	<u>0</u> <u>0.00%</u>	No	<u>1</u> <u>100.00%</u>
White	<u>1</u>	<u>50.00%</u>	Yes	<u>0</u> <u>0.00%</u>	No	<u>1</u> <u>100.00%</u>
Hispanic/Latino	<u>0</u>	<u>0.00%</u>	Yes	<u>0</u> <u>0.00%</u>	No	<u>0</u> <u>0.00%</u>

No:

Total	<u>5</u>	<u>0.37%</u>					
Alaska Native/American Indian	<u>0</u>	<u>0.00%</u>	Asian/Pacific Islander	<u>0</u>	<u>0.00%</u>		
Black	<u>0</u>	<u>0.00%</u>	White	<u>1</u>	<u>20.00%</u>	Hispanic/Latino	<u>4</u> <u>80.00%</u>

Description of contraband

Drugs:

Total	<u>1</u>	<u>0.07%</u>					
Alaska Native/American Indian	<u>0</u>	<u>0.00%</u>	Asian/Pacific Islander	<u>0</u>	<u>0.00%</u>		
Black	<u>1</u>	<u>100.00%</u>	White	<u>0</u>	<u>0.00%</u>	Hispanic/Latino	<u>0</u> <u>0.00%</u>

Currency:

Total	<u>0</u>	<u>0.00%</u>
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Page 4

Racial Profiling Report | Full Report

CALDWELL COUNTY CONSTABLE PRECINCT 3

1/1/2023 - 12/31/2023

	Alaska Native/American Indian	<u>0</u>	<u>0.00%</u>	Asian/Pacific Islander	<u>0</u>	<u>0.00%</u>
	Black	<u>0</u>	<u>0.00%</u>	White	<u>0</u>	<u>0.00%</u>
	Hispanic/Latino				<u>0</u>	<u>0.00%</u>
Weapons:						
Total		<u>0</u>	<u>0.00%</u>			
	Alaska Native/American Indian	<u>0</u>	<u>0.00%</u>	Asian/Pacific Islander	<u>0</u>	<u>0.00%</u>
	Black	<u>0</u>	<u>0.00%</u>	White	<u>0</u>	<u>0.00%</u>
	Hispanic/Latino				<u>0</u>	<u>0.00%</u>
Alcohol:						
Total		<u>1</u>	<u>0.07%</u>			
	Alaska Native/American Indian	<u>0</u>	<u>0.00%</u>	Asian/Pacific Islander	<u>0</u>	<u>0.00%</u>
	Black	<u>0</u>	<u>0.00%</u>	White	<u>1</u>	<u>100.00%</u>
	Hispanic/Latino				<u>0</u>	<u>0.00%</u>
Stolen property:						
Total		<u>0</u>	<u>0.00%</u>			
	Alaska Native/American Indian	<u>0</u>	<u>0.00%</u>	Asian/Pacific Islander	<u>0</u>	<u>0.00%</u>
	Black	<u>0</u>	<u>0.00%</u>	White	<u>0</u>	<u>0.00%</u>
	Hispanic/Latino				<u>0</u>	<u>0.00%</u>
Other:						
Total		<u>0</u>	<u>0.00%</u>			
	Alaska Native/American Indian	<u>0</u>	<u>0.00%</u>	Asian/Pacific Islander	<u>0</u>	<u>0.00%</u>
	Black	<u>0</u>	<u>0.00%</u>	White	<u>0</u>	<u>0.00%</u>
	Hispanic/Latino				<u>0</u>	<u>0.00%</u>

Result of the stop

Verbal warning:						
Total	<u>132</u>	<u>9.70%</u>				
	Alaska Native/American Indian	<u>1</u>	<u>0.76%</u>	Asian/Pacific Islander	<u>1</u>	<u>0.76%</u>
	Black	<u>14</u>	<u>10.61%</u>	White	<u>67</u>	<u>50.76%</u>
	Hispanic/Latino				<u>49</u>	<u>37.12%</u>
Written warning:						
Total	<u>355</u>	<u>26.08%</u>				
	Alaska Native/American Indian	<u>0</u>	<u>0.00%</u>	Asian/Pacific Islander	<u>5</u>	<u>1.41%</u>
	Black	<u>25</u>	<u>7.04%</u>	White	<u>198</u>	<u>55.77%</u>
	Hispanic/Latino				<u>127</u>	<u>35.77%</u>
Citation:						
Total	<u>867</u>	<u>63.70%</u>				
	Alaska Native/American Indian	<u>2</u>	<u>0.23%</u>	Asian/Pacific Islander	<u>18</u>	<u>2.08%</u>
	Black	<u>61</u>	<u>7.04%</u>	White	<u>325</u>	<u>37.49%</u>
	Hispanic/Latino				<u>461</u>	<u>53.17%</u>

Page 5

Racial Profiling Report | Full Report

CALDWELL COUNTY CONSTABLE PRECINCT 3

1/1/2023 - 12/31/2023

Written warning and arrest:

Total	<u>4</u>	<u>0.29%</u>					
Alaska Native/American Indian	<u>0</u>	<u>0.00%</u>	Asian/Pacific Islander	<u>0</u>	<u>0.00%</u>		
Black	<u>0</u>	<u>0.00%</u>	White	<u>1</u>	<u>25.00%</u>	Hispanic/Latino	<u>3</u> <u>75.00%</u>

Citation and arrest:

Total	<u>3</u>	<u>0.22%</u>					
Alaska Native/American Indian	<u>0</u>	<u>0.00%</u>	Asian/Pacific Islander	<u>0</u>	<u>0.00%</u>		
Black	<u>0</u>	<u>0.00%</u>	White	<u>1</u>	<u>33.33%</u>	Hispanic/Latino	<u>2</u> <u>66.67%</u>

Arrest:

Total	<u>0</u>	<u>0.00%</u>					
Alaska Native/American Indian	<u>0</u>	<u>0.00%</u>	Asian/Pacific Islander	<u>0</u>	<u>0.00%</u>		
Black	<u>0</u>	<u>0.00%</u>	White	<u>0</u>	<u>0.00%</u>	Hispanic/Latino	<u>0</u> <u>0.00%</u>

Arrest based on

Violation of Penal Code:

Total	<u>0</u>	<u>0.00%</u>					
Alaska Native/American Indian	<u>0</u>	<u>0.00%</u>	Asian/Pacific Islander	<u>0</u>	<u>0.00%</u>		
Black	<u>0</u>	<u>0.00%</u>	White	<u>0</u>	<u>0.00%</u>	Hispanic/Latino	<u>0</u> <u>0.00%</u>

Violation of Traffic Law:

Total	<u>0</u>	<u>0.00%</u>					
Alaska Native/American Indian	<u>0</u>	<u>0.00%</u>	Asian/Pacific Islander	<u>0</u>	<u>0.00%</u>		
Black	<u>0</u>	<u>0.00%</u>	White	<u>0</u>	<u>0.00%</u>	Hispanic/Latino	<u>0</u> <u>0.00%</u>

Violation of City Ordinance:

Total	<u>0</u>	<u>0.00%</u>					
Alaska Native/American Indian	<u>0</u>	<u>0.00%</u>	Asian/Pacific Islander	<u>0</u>	<u>0.00%</u>		
Black	<u>0</u>	<u>0.00%</u>	White	<u>0</u>	<u>0.00%</u>	Hispanic/Latino	<u>0</u> <u>0.00%</u>

Outstanding Warrant:

Total	<u>7</u>	<u>0.51%</u>					
Alaska Native/American Indian	<u>0</u>	<u>0.00%</u>	Asian/Pacific Islander	<u>0</u>	<u>0.00%</u>		
Black	<u>0</u>	<u>0.00%</u>	White	<u>2</u>	<u>28.57%</u>	Hispanic/Latino	<u>5</u> <u>71.43%</u>

Racial Profiling Report | Full Report
CALDWELL COUNTY CONSTABLE PRECINCT 3
1/1/2023 - 12/31/2023

Was physical force resulting in bodily injury used during stop?

Yes:

Total	<u>0</u>	<u>0.00%</u>					
Alaska Native/American Indian	<u>0</u>	<u>0.00%</u>	Asian/Pacific Islander	<u>0</u>	<u>0.00%</u>		
Black	<u>0</u>	<u>0.00%</u>	White	<u>0</u>	<u>0.00%</u>	Hispanic/Latino	<u>0</u> <u>0.00%</u>

No:

Total	<u>1,361</u>	<u>100.00%</u>					
Alaska Native/American Indian	<u>3</u>	<u>0.22%</u>	Asian/Pacific Islander	<u>24</u>	<u>1.76%</u>		
Black	100	<u>7.35%</u>	White	<u>592</u>	<u>43.50%</u>	Hispanic/Latino	<u>642</u> <u>47.17%</u>

Number of complaints of racial profiling?

Total	0	<u>0.00%</u>		
Resulted in disciplinary action	0	<u>0.00%</u>		
Did not result in disciplinary action	0	<u>0.00%</u>		

Submitted electronically to the



The Texas Commission on Law Enforcement

Page 7

Racial Profiling Report | Full Report
CALDWELL COUNTY CONSTABLE PRECINCT 3
1/1/2023 - 12/31/2023

Comparative Analysis

Motor Vehicle Stops vs. Gender Ethnic Population of Service Area

CALDWELL COUNTY CONSTABLE PRECINCT 3

Racial Profile Data <small>Provided by Kologik COPsync Mobile</small>	# of Stops	% of Stops
--	------------	------------

Male	871	64.00%
Female	490	36.00%
Alaska Native/American Indian	3	0.22%
Asian/Pacific Islander	24	1.76%
Black	100	7.35%
White	592	43.50%
Hispanic/Latino	642	47.17%

Agency Service Area Demographics <small>Provided by Agency Official (Not Kologik)</small>	Total Number	% of Population
--	--------------	-----------------

Male	23,817	50.9%
Female	22,974	49.1%
Alaska Native/American Indian		1.8%
Asian/Pacific Islander		1.0%
Black		6.4%
White		33.5%
Hispanic/Latino		55.5%
Other/Not Reported Above		1.8%

DATA SOURCE USED FOR AGENCY SERVICE AREA DEMOGRAPHICS:

The County Information Program, Texas Association of Counties and US Census Quick Facts

ADDITIONAL INFORMATION THAT MAY INFLUENCE AND/OR IMPACT DATA REPORTED:

This form is produced in accordance with the Texas Code of Criminal Procedure Article 2.134 as required by the Texas Occupation Code Section 1701.164 and the Texas Commission on Law Enforcement. The Agency Service Area Demographics data was derived from available public data sources such as the US Census Bureau and other statistical services available to the reporting agency.



Racial Profiling Report | Full

Agency Name: CALDWELL CO. CONST. PCT. 3
Reporting Date: 01/03/2024
TCOLE Agency Number:

Chief Administrator: MICHAEL J. BELL

Agency Contact Information:
Phone: (512) 357-6729
Email: michael.bell@co.caldwell.tx.us

Mailing Address:
P.O. BOX 145
MAXWELL, TX 78656

This Agency filed a full report

CALDWELL CO. CONST. PCT. 3 has adopted a detailed written policy on racial profiling. Our policy:

- 1) clearly defines acts constituting racial profiling;
- 2) strictly prohibits peace officers employed by the CALDWELL CO. CONST. PCT. 3 from engaging in racial profiling;
- 3) implements a process by which an individual may file a complaint with the CALDWELL CO. CONST. PCT. 3 if the individual believes that a peace officer employed by the CALDWELL CO. CONST. PCT. 3 has engaged in racial profiling with respect to the individual;
- 4) provides public education relating to the agency's complaint process;
- 5) requires appropriate corrective action to be taken against a peace officer employed by the CALDWELL CO. CONST. PCT. 3 who, after an investigation, is shown to have engaged in racial profiling in violation of the CALDWELL CO. CONST. PCT. 3 policy;
- 6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:
 - a. the race or ethnicity of the individual detained;
 - b. whether a search was conducted and, if so, whether the individual detained consented to the search;
 - c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
 - d. whether the peace officer used physical force that resulted in bodily injury during the stop;
 - e. the location of the stop;
 - f. the reason for the stop.
- 7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
 - a. the Commission on Law Enforcement; and
 - b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The CALDWELL CO. CONST. PCT. 3 has satisfied the statutory data audit requirements as prescribed in Article

2.133(c), Code of Criminal Procedure during the reporting period.

Executed by: STEVEN E. KENNEY
Chief Deputy

Date: 01/03/2024

Total stops: 1361

Street address or approximate location of the stop

City street	19
US highway	53
County road	184
State highway	1086
Private property or other	19

Was race or ethnicity known prior to stop?

Yes	17
No	1344

Race / Ethnicity

Alaska Native / American Indian	3
Asian / Pacific Islander	24
Black	100
White	592
Hispanic / Latino	642

Gender

Female	490
Alaska Native / American Indian	1
Asian / Pacific Islander	8
Black	38
White	228
Hispanic / Latino	215
Male	871
Alaska Native / American Indian	2
Asian / Pacific Islander	16
Black	62
White	364
Hispanic / Latino	427

Reason for stop?

Violation of law	25
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	12

Hispanic / Latino	13
Preexisting knowledge	5
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	3
Hispanic / Latino	1
Moving traffic violation	1153
Alaska Native / American Indian	2
Asian / Pacific Islander	24
Black	86
White	508
Hispanic / Latino	533
Vehicle traffic violation	178
Alaska Native / American Indian	1
Asian / Pacific Islander	0
Black	13
White	69
Hispanic / Latino	95
Was a search conducted?	
Yes	7
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	2
Hispanic / Latino	4
No	1354
Alaska Native / American Indian	3
Asian / Pacific Islander	24
Black	99
White	590
Hispanic / Latino	638
Reason for Search?	
Consent	2
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1

Hispanic / Latino	1		
Contraband	1		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	1		
Hispanic / Latino	0		
Probable	0		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	0		
Hispanic / Latino	0		
Inventory	1		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	0		
Hispanic / Latino	1		
Incident to arrest	3		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	1		
White	0		
Hispanic / Latino	2		
Was Contraband discovered?			
Yes	2	Did the finding result in arrest?	
		(total should equal previous column)	
Alaska Native / American Indian	0	Yes 0	No 0
Asian / Pacific Islander	0	Yes 0	No 0
Black	1	Yes 0	No 1
White	1	Yes 0	No 1
Hispanic / Latino	0	Yes 0	No 0
No	5		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	1		
Hispanic / Latino	4		

Description of contraband	
Drugs	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	0
Hispanic / Latino	0
Weapons	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Currency	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Alcohol	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	0
Stolen property	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Other	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Result of the stop	
Verbal warning	132

Alaska Native / American Indian	1
Asian / Pacific Islander	1
Black	14
White	57
Hispanic / Latino	49
Written warning	355
Alaska Native / American Indian	0
Asian / Pacific Islander	5
Black	25
White	198
Hispanic / Latino	127
Citation	867
Alaska Native / American Indian	2
Asian / Pacific Islander	18
Black	61
White	325
Hispanic / Latino	461
Written warning and arrest	4
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	3
Citation and arrest	3
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	2
Arrest	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Arrest based on	
Violation of Penal Code	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0

Black	0
White	0
Hispanic / Latino	0
Violation of Traffic Law	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Violation of City Ordinance	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Outstanding Warrant	7
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	2
Hispanic / Latino	5

Was physical force resulting in bodily injury used during stop?

Yes	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Resulting in Bodily Injury To:	
Suspect	0
Officer	0
Both	0
No	1361
Alaska Native / American Indian	3
Asian / Pacific Islander	24
Black	100
White	592
Hispanic / Latino	642

Number of complaints of racial profiling

Total	0
Resulted in disciplinary action	0
Did not result in disciplinary action	0

Comparative Analysis

Use TCOLE's auto generated analysis	<input type="checkbox"/>
Use Department's submitted analysis	<input checked="" type="checkbox"/>

Optional Narrative

N/A

Submitted electronically to the



The Texas Commission on Law Enforcement

Caldwell County Agenda Item

AGENDA DATE: January 23, 2024

Type of Agenda Item: Contract/ILA

Subject: To ratify election services contracts with local political parties to conduct their primary elections.

Costs: \$0.00

Agenda Speakers: Devante Coe

Backup Materials: Attached

Total # of Pages: 12

**ELECTION SERVICES CONTRACT
BETWEEN
CALDWELL COUNTY
AND
A LOCAL POLITICAL PARTY
FOR
PRIMARY ELECTION SERVICES**

THIS CONTRACT is made and entered into by and between the Caldwell County Democratic Party, acting by and through the Chair of its County Executive Committee, Alfredo Muñoz, hereinafter referred to as the "Party," and Caldwell County, by and through its County Election Administrator, hereinafter referred to as the "Contracting Officer," under the authority of Section 31.092(b), Texas Election Code and relating to the conduct and supervision of the Party's Primary Election on **MARCH 5, 2024**, (hereinafter referred to as the "election" or "primary election"), and the Party's Runoff Primary Election, if necessary, on **MAY 28, 2024**, (hereinafter referred to as the "runoff election").

THIS CONTRACT is entered into for and in consideration of the mutual covenants and promises hereinafter set out, and for the purpose of ensuring that the Contracting Officer and the Party understand the tasks each is to perform in connection with the election and the runoff election:

1. **Duties and Services of the Contracting Officer.** The Contracting Officer shall be responsible for performing the following duties and furnishing the following services and in connection with the election and runoff election. Pursuant to Chapter 173 of the Texas Election Code, election services, equipment, and materials ordered from a Texas-certified voting system vendor shall be reported to the Office of the Secretary of State ("SOS") by the vendor and the SOS shall pay the vendor directly. Election services, equipment, and materials described in this contract provided by the contracting officer shall be reported to the SOS via the SOS-prescribed primary finance system by the contracting officer and the SOS shall pay the contracting officer directly. Any statutory duties required of the contracting officer shall be a cost borne by the county. Costs not payable with state appropriated primary funds, including candidate filing fees, shall be paid from non- state funded sources.
 - 1.1 Promptly after being advised by the Party of the designated polling places, contact the owners or custodians of the designated polling places and arrange for their use in the election and runoff election. The Party agrees to the concurrent use of said polling places and central count station with any other political party contracting with the Contracting Officer for the primary election.
 - 1.2 Conduct one or more election schools, and notify the election judges of the date(s), time(s), and place(s) of such schools. (This does not imply that election judges or clerks will be paid for attending such schools. See 1 T.A.C. §§ 81.120(a) & 81.121(c).
 - 1.3 Program, or arrange to have programmed, the ballot.
 - 1.4 Post on the county's internet website and arrange to have published the legal notice of the first test of the electronic tabulating equipment as proved in Section 127.096 Texas Election Code, and/or the legal notice of the logic and accuracy test of the direct recording electronic ("DRE") voting machines as provided in Section 129.023(b), Texas Election Code, as applicable, and conduct all required tests of the electronic tabulating equipment under Sections 127.096-127.098, Texas Election Code, the voting system that uses DRE voting machines under 129.021-129.023, Texas Election Code, or the voting system that used other electronic voting systems in accordance with advisories issued by the Texas Secretary of State (hereinafter referred to as "SOS"), respectively.
 - 1.5 In accordance with section 172.1112, Texas Election Code, post a notice of the election (and of any runoff election) and a notice of any consolidated precincts, if applicable, on the county's Internet website. If the party does not maintain a website, the notice must be posted on the bulletin board used for posting notices of meetings of commissioner's court. The notice must contain the information set forth in Section 4.004, Texas Election Code and be posted within the time frame set forth in Section 4.003(b), Texas election Code.

- 1.6 Procure and distribute all necessary election supplies, including without limitations, ballots, election kits, office supplies such as paperclips, pens, etc., ballot boxes, and voting booths.
- 1.7 Procure all necessary voting machines and equipment, prepare them for use at the early voting locations and at the election day polling places, and transport them (arrange to have them transported) to and from the early voting locations and at the election day polling places.
- 1.8 Arrange for the use of a central counting/central accumulation station and for the central counting station manager and tabulating personnel and equipment needed at the counting/accumulation station and assist in the preparation of programs and the test materials for the tabulation of ballots to be used with electronic voting equipment.
- 1.9 Obtain voter registration lists from the voter registrar to be used during early voting and on election day.
- 1.10 As requested by the Party, assist in the general overall supervision of the election and the runoff election and provide advisory services in connection with the decisions to be made and the actions to be taken by the officers of the Party who are responsible for holding the election and the runoff elections.
- 1.11 Prepare the unofficial tabulation of precinct results on election night in accordance with Section 172.113, Texas Election Code.
- 1.12 Submit Election Night Returns ("ENR") electronically to the Texas Secretary of State (hereinafter to as "SOS") in the form requested by the SOS in accordance with Chapter 68, Texas Election Code.
- 1.13 Prepare and submit to the SOS an electronic report of the number of votes, including early voting votes, received in each county election precinct by each candidate for the offices of President and Vice-President of the United States (if applicable), statewide offices, the offices of U.S. Representative, state senator, or state representative, district offices, county or precinct offices in accordance with Sections 67.017 and 172.124, Texas Election Code.

2 Duties and Services of the Party. The Party shall be responsible for performing the following duties in connection with the election and the runoff election:

- 2.1 In accordance with Sections 42.002(a)(3), 42.009 and 43.003, Texas Election Code, and in conjunction and agreement with any other party contracting with the Contracting Officer for the primary election, determine whether there will be a consolidation of county voting precincts for the election and the runoff election, designate the polling place for each voting precinct for the election and runoff election, and advise the Contracting Officer of any such consolidations and the names and addresses of the polling places and the contact persons for them. The Party agrees to submit to the Contracting Officer said mutual list of polling places for each voting precinct. The Party will draft the notice of election for the primary election and subsequent runoff election, if any.
- 2.2 Appoint a presiding and an alternate judge for each election day polling place, a presiding and an alternate judge for the central counting station, and a presiding judge for the early voting ballot board and promptly provide the names and contact information to the Contracting Officer. (It is the responsibility of the presiding judges to appoint the appropriate number of election clerks.) The Party also agrees to provide to the Contracting Officer a list of central counting station workers that has been consented to by any other political party contracting with the Contracting Officer for election services in the primary election.
- 2.3 Appoint in accordance with Sections 127.002, 127.003, and 127.004, Texas Election Code, the counting station manager, tabulation supervisor, and assistants to the tabulation supervisor that usually perform these functions in the county for elections ordered by the governor, the county judge or commissioner's court.
- 2.4 Notify the election judges of the election and the runoff election in accordance with Section 4.007, Texas Election Code.

- 2.5 As soon as possible after the final candidate filing deadline (or in the case of a runoff election, after the canvass of the election) to allow sufficient time to prepare the ballot and to conduct any necessary logic and accuracy testing so that ballots going overseas may be mailed no later than 45 days before the election dates for the election and the runoff election, certify in writing to the Contracting Officer (i) the candidates' names (as they are to appear on the ballot) and offices, and (ii) any referenda under Section 172.087, Texas Election Code (in English, Spanish, and any other required languages) that are to appear on the ballot.
- 2.6 Supervise the overall conduct of the election in the county, including the tabulation of results as set forth in Section 31.092(d), Texas Election Code.

3. Compensation, Billing, and Payment.

- 3.1 For the performance of duties and services and the providing of equipment and supplies under Paragraph 1 above, the Party shall pay the Contracting Officer for the actual expenses he/she incurs in accordance with Section 31.100, Texas Election Code and the leasing fees allowed under Section 123.033 (e) and (f), Texas Election Code, including without limitation, the costs and expenses of election supplies; newspaper publication of the test notice only; use of voting machines and equipment; wages and salaries of the precinct election judges, alternate judges, and election clerks, members of the early voting ballot board, and central counting station personnel; programming the ballot; logic and accuracy testing, and voting machines and equipment transportation. Provided, that nothing shall be construed as permitting the Contracting Officer to be paid for costs or expenses for which reimbursement is not allowed under section 31.100 or other sections of the Texas Election Code or under the SOS administrative rules or advisories relating to primary funds.
- 3.2 For the performance of duties and services and the providing of equipment and supplies under Paragraph 1 above, the Party shall pay the Contracting Officer a fee of 10% of the total amount of the Contract (but not less than \$75) in accordance with Section 31.100(d), Texas Election Code.
- 3.3 Notwithstanding anything to the contrary in this Contract, the Contracting Officer may require that money be paid in advance to conduct the election and the runoff election from the Party, which must be paid into a separate county fund in accordance with Section 31.100(a), Texas Election Code, from which the Contracting Officer may make expenditures for the election and runoff election.
- 3.4 Notwithstanding anything to the contrary in this Contract, the Contracting Officer will receive direct payment of actual expenses incurred by the Contracting officer in connection with the election or runoff election and in accordance with this contract from the SOS in accordance with rules and procedures established by the SOS and Section 173.0832, Texas Election Code.
- 3.5 A cost estimate for the services, equipment, and supplies provided by the Contracting Officer for the election and the runoff election is attached to and made a part of this Contract as Exhibit A. The cost estimate should express costs in the categories set forth in the Party's Primary Cost Estimate and the Party's Primary Runoff Cost Estimate. The Party and the Contracting Officer acknowledge that the cost of the election and the runoff election is paid for from the county primary fund described in Section 173.031, Texas Election Code, with the county paying for the cost of early voting in accordance with Section 173.003, Texas Election Code. The Contracting Officer and the Party also acknowledge their responsibility to comply with the administrative rules issued by the SOS relative to primary financing, 1 T.A.C. §§ 81.101-81.157
- 3.6 As soon as reasonably possible after the election or the runoff election, the Contracting Officer will submit an itemized invoice to the Party (i) for the actual expenses incurred as described in Paragraph 3.1 above and (ii) for the Contracting Officer's fee as described in Paragraph 3.2 above. The invoice shall reflect any advance monies paid under Paragraph 3.3 and any direct payments made under Paragraph 3.4. The Contracting Officer will use his best efforts to submit the invoice within 30 days after the election or within 10 days after the runoff election.

- 4 **Early Voting.** In accordance with Section 83.002(2), Texas Election Code, the Contracting Officer is the

early voting clerk for the election and the runoff election, both with respect to early voting in person and voting by mail. The county shall not be entitled to reimbursement for the cost of early voting, except for the cost of the ballots and the ballot programming for use of the voting system, as set forth in the administrative rules promulgated by the SOS.

5. **Voting System.** The voting systems to be used in the election and runoff election are ES&S Poll Book, Express Vote, DS200, DS450, Election Ware PC, Hash PC.
6. **Acknowledgement of Shared Polling Places.** The Party acknowledges that the Contracting Officer, in accordance with Section 31.092(e), Texas Election Code, may enter into a similar Primary Election Services Contract with any other political party in the same county that nominates its candidates for office by primary election. In such event, the Party agrees to share common polling places and equipment with the other political party provided the expenses of the common polling places and shared equipment are equally divided between the political parties and there are separate check-in/qualification tables for each Party to run its own separate Primary. The Party acknowledges that if there is not enough county-owned election equipment to satisfy the requests of both political parties, the County will allocate the equipment to the political parties requesting it, in accordance with Section 51.035, Texas Election Code.
7. **General Provisions.**
 - 7.1 Nothing contained in this Contract shall authorize or permit a change in the officer with whom or the place at which any document or record relating to the election or to the runoff election is to be filed, the place at which any function is to be carried out, the officers who conduct the official canvass of the election returns, the officer to serve as custodian of the voted ballots or other election records, or any other nontransferable functions specified by Section 31.096, Texas Election Code.
 - 7.2 The Contracting Officer is the agent of the Party for purposes of contracting with third parties with respect to the election expenses within the scope of the Contracting Officer's duties, and the Contracting Officer is not liable for failure to pay a claim.
 - 7.3 The Contracting Officer shall file copies of this Contract with the County Treasurer (County Judge if there is not a County Treasurer) and the County Auditor.
 - 7.4 Only the actual expenses directly attributable to the Contract may be charged to the Party by the Contracting Officer, including administrative fees, Section 31.100, Texas Election Code.
 - 7.5 The Party remains liable to pay the Contracting Officer for the actual expenses directly attributable to the Contract, except as provided in Paragraph 4 above, whether or not the Party receives funds from the SOS under Chapter 173, Texas Election Code. Both parties acknowledge that the Party should not request the Contracting Officer to incur expenses in connection with the election and runoff election that are not reimbursable with primary funds under the SOS administrative rules or Texas Statutes and that the Contracting Officer should not incur expenses in connection with the election and runoff election that are not reimbursable with primary funds under the SOS administrative rules or Texas Statutes.

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[CONTRACT CONTINUES ON NEXT PAGE]

7.6 For purposes of implementing this Contract, the Contracting Officer and the Party designate the following individuals, and whenever the Contract requires submission of information or notice to the Contracting Officer or the Party, submission or notice shall be made to these individuals:

For the Contracting Officer:

Name: Devante Coe
Mailing Address: 1403 Blackjack St., Suite A
Lockhart, TX 78644
Phone: (512) 668-4347
Fax: (512) 398-1821
Email: devante.coe@co.caldwell.tx.us

For the Party:

Alfredo Muñoz
1201 Plum Street
Lockhart, TX 78644
Phone: (512) 461-1101
Fax: n/a
Email: alfredo.munoz52@yahoo.com

7.7 By their signatures below, the Contracting Officer and the Chair of the Party's County Executive Committee warrant and represent that they are authorized to enter into this Contract.

SIGNED AND EXECUTED by the parties as follows:

CALDWELL COUNTY, TEXAS:

Devante Coe
Caldwell County Elections Administrator

Date

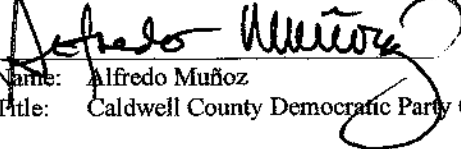
APPROVED:

Attest:

Hoppy Haden
Caldwell County Judge

Teresa Rodriguez
Caldwell County Clerk

CALDWELL COUNTY DEMOCRATIC PARTY:


Name: Alfredo Muñoz
Title: Caldwell County Democratic Party Chair

1/10/2024
Date

**ELECTION SERVICES CONTRACT
BETWEEN
CALDWELL COUNTY
AND
A LOCAL POLITICAL PARTY
FOR
PRIMARY ELECTION SERVICES**

THIS CONTRACT is made and entered into by and between the Caldwell County **REPUBLICAN** Party, acting by and through the Chair of its County Executive Committee, hereinafter referred to as the "Party," and Caldwell County, by and through the County Election Administrator of Caldwell County, Texas, hereinafter referred to as the "Contracting Officer," under the authority of Section 31.092(b), Texas Election Code and relating to the conduct and supervision of the Party's Primary Election on **MARCH 5, 2024** (hereinafter referred to as the "election" or "primary election"), and the Party's Runoff Primary Election, if necessary, on **MAY 28, 2024**, (hereinafter referred to as the "runoff election").

THIS CONTRACT is entered into for and in consideration of the mutual covenants and promises hereinafter set out, and for the purpose of ensuring that the Contracting Officer and the Party understand the tasks each is to perform in connection with the election and the runoff election:

- 1. Duties and Services of the Contracting Officer.** The Contracting Officer shall be responsible for performing the following duties and furnishing the following services and in connection with the election and runoff election. Pursuant to Chapter 173 of the Texas Election Code, election services, equipment, and materials ordered from a Texas-certified voting system vendor shall be reported to the Office of the Secretary of State ("SOS") by the vendor and the SOS shall pay the vendor directly. Election services, equipment, and materials described in this contract provided by the contracting officer shall be reported to the SOS via the SOS-prescribed primary finance system by the contracting officer and the SOS shall pay the contracting officer directly. Any statutory duties required of the contracting officer shall be a cost borne by the county. Costs not payable with state appropriated primary funds, including candidate filing fees, shall be paid from non-state funded sources.
 - 1.1 Promptly after being advised by the Party of the designated polling places, contact the owners or custodians of the designated polling places and arrange for their use in the election and runoff elections. The Party agrees to the concurrent use of said polling places and central count station with any other political party contracting with the Contracting Officer for the primary election. The Party reserves the right to modify consolidated polling places for the runoff.
 - 1.2 Conduct one or more election schools, and notify all election workers of the date(s), time(s), and place(s) of such schools. (This does not imply that election judges or clerks will be paid for attending such schools. See 1 T.A.C. §§ 81.120(a) & 81.121(c).
 - 1.3 Program, or arrange to have programmed, the ballot. The Contracting Officer agrees to make ballot proofs available to County Chair when received.
 - 1.4 Post on the county's internet website and arrange to have published the legal notice of the first test of the electronic tabulating equipment as proved in Section 127.096 Texas Election Code, and/or the legal notice of the logic and accuracy test of the direct recording electronic ("DRE") voting machines as provided in Section 129.023(b), Texas Election Code, as applicable, and conduct all required tests of the electronic tabulating equipment under Sections 127.096-127.098, Texas Election Code, the voting system that uses DRE voting machines under 129.021-129.023, Texas Election Code, or the voting system that used other electronic voting systems in accordance with advisories issued by the Texas Secretary of State (hereinafter referred to as "SOS"), respectively. As soon as reasonably available, the Contracting Officer shall notify the Party of the date, time, and location of the first test of the Electronic Tabulating equipment.
 - 1.5 In accordance with section 172.1112, Texas Election Code, post a notice of the election (and of any runoff election) and a notice of any consolidated precincts, if applicable, on the county's Internet website. If the party does not maintain a website, the notice must be posted on the bulletin board used for posting notices of meetings of commissioner's court. The notice must contain the information set forth in Section 4.004, Texas Election Code and be posted within the time frame set forth in Section 4.003(b), Texas election Code.

- 1.6 Procure and distribute all necessary election supplies, including without limitations, ballots, election kits, office supplies such as paperclips, pens, etc., ballot boxes, and voting booths. The contracting Officer shall include Notices of Party Conventions along with the election supplies.
 - 1.7 Procure all necessary voting machines and equipment, prepare them for use at the early voting locations and at the election day polling places, and transport them (arrange to have them transported) to and from the early voting locations and at the election day polling places.
 - 1.8 Arrange for the use of a central counting/central accumulation station and for the central counting station manager and tabulating personnel and equipment needed at the counting/accumulation station and assist in the preparation of programs and the test materials for the tabulation of ballots to be used with electronic voting equipment.
 - 1.9 As requested by the Party, assist in the general overall supervision of the election and the runoff election and provide advisory services in connection with the decisions to be made and the actions to be taken by the officers of the Party who are responsible for holding the election and the runoff elections.
 - 1.10 Prepare the unofficial tabulation of precinct results on election night in accordance with Section 172.113, Texas Election Code.
 - 1.11 Submit Election Night Returns ("ENR") electronically to the Texas Secretary of State (hereinafter to as "SOS") in the form requested by the SOS in accordance with Chapter 68, Texas Election Code.
 - 1.12 Prepare and submit to the SOS an electronic report of the number of votes, including early voting votes, received in each county election precinct by each candidate for the offices of President and Vice-President of the United States (if applicable), statewide offices, the offices of U.S. Representative, state senator, or state representative, district offices, county or precinct offices in accordance with Sections 67.017 and 172.124, Texas Election Code.
 - 1.13 Notify the election judges and clerks of the election and the runoff election in accordance with section 4.007, Texas Election Code.
 - 1.14 No later than Friday following the Primary Election, the Contracting Officer shall provide the list, in Microsoft Excel format, of voters who voted in the Party's primary election.
- 2. Duties and Services of the Party.** The Party shall be responsible for performing the following duties in connection with the election and the runoff election:
- 2.1 In accordance with Sections 42.002(a)(3), 42.009 and 43.003, Texas Election Code, and in conjunction and agreement with any other party contracting with the Contracting Officer for the primary election, determine whether there will be a consolidation of county voting precincts for the election and the runoff election, designate the polling place for each voting precinct for the election and runoff election, and advise the Contracting Officer of any such consolidations and the names and addresses of the polling places and the contact persons for them. The Party agrees to submit to the Contracting Officer said mutual list of polling places for each voting precinct. The Party will draft the notice of election for the primary election and subsequent runoff election, if any.
 - 2.2 Appoint a presiding judge, alternate judge and clerks for each election day polling place, central counting station, early voting ballot board and promptly provide the names and contact information to the Contracting Officer. The Party also agrees to provide to the Contracting Officer a list of central counting station workers that has been consented to by any other political party contracting with the Contracting Officer for election services in the primary election.
 - 2.3 Appoint in accordance with Sections 127.002, 127.003, and 127.004, Texas Election Code, the counting station manager, tabulation supervisor, and assistants to the tabulation supervisor that usually perform these functions in the county for elections ordered by the governor, the county judge or commissioner's court.
 - 2.4 As soon as possible after the final candidate filing deadline (or in the case of a runoff election, after the

canvass of the election) to allow sufficient time to prepare the ballot and to conduct any necessary logic and accuracy testing so that ballots going overseas may be mailed no later than 45 days before the election dates for the election and the runoff election, certify in writing to the Contracting Officer (i) the candidates' names (as they are to appear on the ballot) and offices, and (ii) any referenda under Section 172.087, Texas Election Code (in English, Spanish, and any other required languages) that are to appear on the ballot.

- 2.5 Supervise the overall conduct of the election in the county, including the tabulation of results as set forth in Section 31.092(d), Texas Election Code.
- 2.6 As permitted by law, the Party Chair or the Party Chair's designee shall be allowed to observe all election activity within the Central Counting Station, Signature Verification Committee, Early Voting Ballot Board and the unofficial tabulation of precinct results on election night and any meetings held after election night as required by Texas Election Code.

3. Compensation, Billing, and Payment.

- 3.1 For the performance of duties and services and the providing of equipment and supplies under Paragraph 1 above, the Party shall pay the Contracting Officer for the actual expenses he/she incurs in accordance with Section 31.100, Texas Election Code and the leasing fees allowed under Section 123.033 (e) and (f), Texas Election Code, including without limitation, the costs and expenses of election supplies; newspaper publication of the test notice only; use of voting machines and equipment; programming the ballot; logic and accuracy testing, and voting machines and equipment transportation. Provided, that nothing shall be construed as permitting the Contracting Officer to be paid for costs or expenses for which reimbursement is not allowed under section 31.100 or other sections of the Texas Election code or under the SOS administrative rules or advisories relating to primary funds.
 - 3.2 For the performance of duties and services and the providing of equipment and supplies under Paragraph 1 above, the Party shall pay the Contracting Officer a fee of 10% of the total amount of the Contract (but not less than \$75) in accordance with Section 31.100(d), Texas Election Code.
 - 3.3 Notwithstanding anything to the contrary in this Contract, the Contracting Officer will receive direct payment of actual expenses incurred by the Contracting officer in connection with the election or runoff election and in accordance with this contract from the SOS in accordance with rules and procedures established by the SOS and Section 173.0832, Texas Election Code.
 - 3.4 Party will pay directly to the election day precinct election and alternate judges and election clerks, members of the early voting ballot board, and the presiding and alternate judges, and clerks of the central counting station the wages and salaries earned by them in connection with the election and runoff election.
 - 3.5 A cost estimate for the services, equipment, and supplies provided by the Contracting Officer for the election and the runoff election is attached to and made a part of this Contract as Exhibit A. cost estimate should express costs in the categories set forth in the Party's Primary Cost Estimate and the Party's Primary Runoff Cost Estimate. The Party and the Contracting Officer acknowledge that the cost of the election and the runoff election is paid for from the county primary fund described in Section 173.031, Texas Election Code, with the county paying for the cost of early voting in accordance with Section 173.003, Texas Election Code. The Contracting Officer and the Party also acknowledge their responsibility to comply with the administrative rules issued by the SOS relative to primary financing, 1 T.A.C. §§ 81.101-81.157
 - 3.6 As soon as reasonably possible after the election or the runoff election, the Contracting Officer will submit an itemized invoice to the Party (i) for the actual expenses incurred as described in Paragraph 3.1 above and (ii) for the Contracting Officer's fee as described in Paragraph 3.2 above. The invoice shall reflect any advance monies paid and any direct payments made under Paragraph 3.3. The Contracting Officer will use his best efforts to submit the invoice within 30 days after the election or within 10 days after the runoff election.
4. **Early Voting.** In accordance with Section 83.002(2), Texas Election Code, the Contracting Officer is the early voting clerk for the election and the runoff election, both with respect to early voting in person and voting by mail. The county shall not be entitled to reimbursement for the cost of early voting, except for the cost of the ballots and the ballot programming for use of the voting system, as set forth in the administrative

rules promulgated by the SOS.

5. **Voting System.** The voting systems to be used in the election and runoff election are ES&S Poll Book, Express Vote, DS200, DS450, Election Ware PC, Hash PC.
6. **Acknowledgement of Shared Polling Places.** The Party acknowledges that the Contracting Officer, in accordance with Section 31.092(e), Texas Election Code, may enter into a similar Primary Election Services Contract with any other political party in the same county that nominates its candidates for office by primary election. In such event, the Party agrees to share common polling places and equipment with the other political party provided the expenses of the common polling places and shared equipment are equally divided between the political parties and there are separate check-in/qualification tables for each Party to run its own separate Primary. The Party acknowledges that if there is not enough county-owned election equipment to satisfy the requests of both political parties, the County will allocate the equipment to the political parties requesting it, in accordance with Section 51.035, Texas Election Code.
7. **General Provisions.**
 - 7.1 Nothing contained in this Contract shall authorize or permit a change in the officer with whom or the place at which any document or record relating to the election or to the runoff election is to be filed, the place at which any function is to be carried out, the officers who conduct the official canvass of the election returns, the officer to serve as custodian of the voted ballots or other election records, or any other nontransferable functions specified by Section 31.096, Texas Election Code.
 - 7.2 The Contracting Officer is the agent of the Party for purposes of contracting with third parties with respect to the election expenses within the scope of the Contracting Officer's duties, and the Contracting Officer is not liable for failure to pay a claim.
 - 7.3 The Contracting Officer shall file copies of this Contract with the County Treasurer (County Judge if there is not a County Treasurer) and the County Auditor.
 - 7.4 Only the actual expenses directly attributable to the Contract may be charged to the Party by the Contracting Officer, including administrative fees, Section 31.100, Texas Election Code.
 - 7.5 The Party remains liable to pay the Contracting Officer for the actual expenses directly attributable to the Contract, except as provided in Paragraph 4 above, whether or not the Party receives funds from the SOS under Chapter 173, Texas Election Code. Both parties acknowledge that the Party should not request the Contracting Officer to incur expenses in connection with the election and runoff election that are not reimbursable with primary funds under the SOS administrative rules or Texas Statutes and that the Contracting Officer should not incur expenses in connection with the election and runoff election that are not reimbursable with primary funds under the SOS administrative rules or Texas Statutes.

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[CONTRACT CONTINUES ON NEXT PAGE]

- 7.6 For purposes of implementing this Contract, the Contracting Officer and the Party designate the following individuals, and whenever the Contract requires submission of information or notice to the Contracting Officer or the Party, submission or notice shall be made to these individuals:

For the Contracting Officer:

Devante Coe
1403 Blackjack St., Suite A
Lockhart, TX 78644
Phone: (512) 668-4347
Fax: (512) 398-1821
Email: devante.coe@co.caldwell.tx.us

For the Party:

Luz Riley
P.O. Box 7
Lockhart, TX 78644
Phone: (512) 922-6508
Fax: n/a
Email: gop.luzriley@gmail.com

7.7 By their signatures below, the Contracting Officer and the Chair of the Party's County Executive Committee warrant and represent that they are authorized to enter into this Contract.

SIGNED AND EXECUTED by the parties as follows:

CALDWELL COUNTY, TEXAS:

Devante Coe
Caldwell County Elections Administrator

Date


APPROVED:

Attest:

Hoppy Haden
Caldwell County Judge

Teresa Rodriguez
Caldwell County Clerk

CALDWELL COUNTY REPUBLICAN PARTY:



Name: Luz Riley
Title: Caldwell County Republican Party Chair

1/16/24

Date

7.6 For purposes of implementing this Contract, the Contracting Officer and the Party designate the following individuals, and whenever the Contract requires submission of information or notice to the Contracting Officer or the Party, submission or notice shall be made to these individuals:

For the Contracting Officer:

Name: Devante Coe
Mailing Address: 1403 Blackjack St., Suite A
Lockhart, TX 78644
Phone: (512) 668-4347
Fax: (512) 398-1821
Email: devante.coe@co.caldwell.tx.us

For the Party:

Alfredo Muñoz
1201 Plum Street
Lockhart, TX 78644
Phone: (512) 461-1101
Fax: n/a
Email: alfredo.munoz52@yahoo.com

7.7 By their signatures below, the Contracting Officer and the Chair of the Party's County Executive Committee warrant and represent that they are authorized to enter into this Contract.

SIGNED AND EXECUTED by the parties as follows:

CALDWELL COUNTY, TEXAS:



Devante Coe
Caldwell County Elections Administrator

1/17/2024

Date

APPROVED:

Hoppy Haden
Caldwell County Judge

Attest:

Teresa Rodriguez
Caldwell County Clerk

CALDWELL COUNTY DEMOCRATIC PARTY:



Name: Alfredo Muñoz
Title: Caldwell County Democratic Party Chair

1/10/2024

Date

Luz Riley
P.O. Box 7
Lockhart, TX 78644
Phone: (512) 922-6508
Fax: n/a
Email: gop.luzriley@gmail.com

7.7 By their signatures below, the Contracting Officer and the Chair of the Party's County Executive Committee warrant and represent that they are authorized to enter into this Contract.

SIGNED AND EXECUTED by the parties as follows:

CALDWELL COUNTY, TEXAS:



Devante Coe
Caldwell County Elections Administrator

Date

1/17/2024

APPROVED:

Attest:

Hoppy Haden
Caldwell County Judge

Teresa Rodriguez
Caldwell County Clerk

CALDWELL COUNTY REPUBLICAN PARTY:



Name: Luz Riley
Title: Caldwell County Republican Party Chair

Date

1/16/24

Caldwell County Agenda Item

AGENDA DATE: January 23, 2024

Type of Agenda Item: 381 Agreement

Subject: Pursuant to Texas Government Code Section 551.87:
Deliberation regarding economic development negotiations
associated with Project Snow. Possible action may follow in
open court.

Costs: \$0.00

Agenda Speakers: Judge Haden/Chase Goetz

Backup Materials: None

Total # of Pages: 0

Caldwell County Agenda Item

AGENDA DATE: January 23, 2024

Type of Agenda Item: 381 Agreement

Subject: Pursuant to Texas Government Code Section 551.87:
Deliberation regarding economic development negotiations
associated with Project Celebration. Possible action may
follow in open court.

Costs: \$0.00

Agenda Speakers: Judge Haden/Chase Goetz

Backup Materials: None

Total # of Pages: 0

Caldwell County Agenda Item

AGENDA DATE: January 23, 2024

Type of Agenda Item: Order

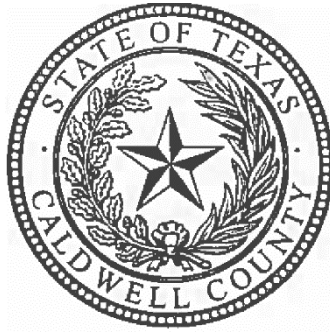
Subject: Regarding the burn ban.

Costs: \$0.00

Agenda Speakers: Judge Haden/Hector Rangel

Backup Materials: Attached

Total # of Pages: 2



**CALDWELL COUNTY, TEXAS
DECLARATION OF LOCAL DISASTER
PROHIBITION OF OUTDOOR BURNING**

WHEREAS, Section §418.108 of the Local Government Code provides that the County Judge can declare a slate of Local Disaster within the county) and order, may prohibit outdoor burning in the unincorporated area of the county when he finds that circumstances present in all or part of the unincorporated area of the county create a public safety hazard that would be exacerbated by outdoor burning and,

WHEREAS, the County Judge does find that circumstances present in all of the unincorporated area of the county create a public safety hazard that could be exacerbated by outdoor burning;

BE IT THEREFORE ORDERED, that the following emergency regulations are hereby established for all unincorporated areas of Caldwell County, Texas that are not subject to public ownership or stewardship for the duration of the above mentioned declaration:

- I. Action Prohibited:
 - (a) A person violates this order if he/she burns a combustible material outside of an enclosure, which serves to contain all flame and/or sparks, or orders such burning by others.
 - (b) A person violates this order if he /she engages in any activity outdoors which could allow flames or sparks that could result in a fire, unless done in an enclosure designed to protect the spread of fire, or orders such activities by others.

2. Enforcement:
 - (a) Upon notification of suspected outdoor burning the fire department assigned shall respond to the scene and take immediate measures to contain or extinguish the fire.
 - (b) If requested by a fire official, a duly commissioned peace officer, when available, shall be notified and sent to the scene to investigate the nature of the fire.
 - (c) If, in the opinion of the officer investigating and the fire official, the goal of this order can be obtained by informing the responsible party about the prohibitions established by this order the officer may at his discretion notify the party about the provisions of this order and request compliance with it, or issue a citation for: **Violation of Burn Ban Order.**
Therefore it is in accordance with Local Government Code 352.08 I, a violation of this order is a class C Misdemeanor, punishable by a fine not to exceed \$500.00.

3. This Order does not prohibit prescribed fire(s) conducted in compliance with guidelines set forth by federal or state natural resource agencies and conducted by a prescribed burn manager certified under Section 153.048 Natural Resources Code, and meets the standards of Section 153.047, Natural Resources Code, burned under a burn plan approved by such agencies, or outdoor burning activities related to public health and

safety that are authorized by the Texas Commission on Environmental Quality for:

- (a) Firefighter training
- (b) Public utility, natural gas pipeline or mining operations
- (c) Planting or harvesting of agricultural crops

IT IS FURTHER ORDERED that an exemption be hereby granted for a bona fide commercial land clearing business, allowing said business to burn as long as all other provisions of the Order and applicable laws and ordinances are adhered to as set forth herein, and contact is made and the burning approved by the Caldwell County Emergency Management Coordinator at 1403 Blackjack St. Lockhart, TX at phone Number 512-398-1822, and receiving permission, prior to any outdoor burning.

IT IS FURTHER ORDERED that an exemption be hereby granted to those businesses where welding is an essential function of the business, allowing welding operations to proceed as long as the area of welding operations has been cleared of vegetation for a distance of no less than ten (10) feet in all directions, that there be a second capable person acting as a fire spotter with a sufficient water source available to extinguish fires which may be ignited from stray sparks, and only when all other provisions of the Order and applicable laws and ordinances are adhered to as set forth herein.

BE IT ALSO ORDERED, that the purpose of this order is the mitigation of the hazard posed by wildfire during the term of the dry, weather by curtailing outdoor burning; which purpose is to be taken into account in any enforcement action based upon this order.

This order will remain in effect for a period of 14 days, and shall expire at the end of said period.

IN WITNESS WHEREOF, I AFFIX MY SIGNATURE this, the 23rd of January 2024.

Hoppy Haden, County Judge

ATTEST:

**Teresa Rodriguez
County Clerk**

Caldwell County Agenda Item

AGENDA DATE: January 23, 2024

Type of Agenda Item: Proclamation

Subject: To approve a Proclamation designating February 2024 as Career and Technical Education Month.

Costs: \$0.00

Agenda Speakers: Judge Haden/Rachel Sotelo

Backup Materials: Attached

Total # of Pages: 1



PROCLAMATION

AUTHORIZING RECOGNITION OF FEBRUARY 2024
AS CAREER AND TECHNICAL EDUCATION MONTH®

WHEREAS: February 1-29, 2024, has been designated Career and Technical Education Month® by the Association for Career and Technical Education; and

WHEREAS: career and technical education offers students the opportunity to gain the academic, technical and employability skills necessary for true career readiness

WHEREAS: students in career and technical education programs participate in authentic, meaningful experiences that improve the quality of their education and increase their engagement and achievement; and

WHEREAS: career and technical education provides students with career exploration opportunities earlier in their educational experience, which enables them to make informed and beneficial decisions about their academic coursework and pursue established programs of study and career pathways; and

WHEREAS: leaders from business and industry nationwide report increasing challenges related to addressing the skills gap and connecting qualified professionals with available careers in critical and growing CTE-related fields, including healthcare, energy, advanced manufacturing, cybersecurity, and information technology; and

WHEREAS: career and technical education prepares students for these and other fulfilling careers by offering integrated programs of study that link secondary and postsecondary education and lead to the attainment of industry-recognized credentials; and

WHEREAS: career and technical education programs ensure that employers have access to a qualified and thriving workforce, ensuring America is a strong and competitive economy.

NOW THEREFORE Caldwell County does hereby proclaim February 1-29, 2024 as

“Career and Technical Education Month®”

in Caldwell County and urge all citizens to become familiar with the services and benefits offered by the career and technical education programs in this community and to support and participate in these programs to enhance their individual skills and productivity.

PROCLAIMED this the 23rd day of January, 2024.

Hoppy Haden
Caldwell County Judge

B.J. Westmoreland
Commissioner, Precinct 1

Rusty Horne
Commissioner, Precinct 2

Ed Theriot
Commissioner, Precinct 3

Dyral Thomas
Commissioner, Precinct 4

ATTEST:

Teresa Rodriguez, Caldwell County Clerk

Caldwell County Agenda Item

AGENDA DATE: January 23, 2024

Type of Agenda Item: Appointment/Reappointment

Subject: To appoint Christine Ohlendorf to the Board of Caldwell County Community Services Foundation.

Costs: \$0.00

Agenda Speakers: Judge Haden

Backup Materials: None

Total # of Pages: 0

Caldwell County Agenda Item

AGENDA DATE: January 23, 2024

Type of Agenda Item: Grant

Subject: To consider the approval of submitting a grant application for the Rural Law Enforcement Grant Program established by Senate Bill (SB) 22 to provide financial assistance to the Sheriff's Office.

Costs: \$0.00

Agenda Speakers: Judge Haden/Amber Quinley/Sheriff Lane

Backup Materials: Attached

Total # of Pages: 12

Sheriff's Office

\$ 66,763.38	Lt. Position
\$ 17,728.07	Fringe Benefits
\$ 78,000.00	Vehicle
\$ 8,000.00	Radio (hand held & vehicle mounted)
\$ 1,000.00	Vest
\$ 6,000.00	Computer (work station & vehicle laptop)
<hr/>	
\$ 177,491.45	New Lt. Position Total
\$ 8,000.00	Mobile Printers (vehicle printers for tickets, etc.)
\$ 15,000.00	Less Lethal (4 units- 40 MM plus ammo)
\$ 34,508.55	Bulletproof Vests (# of units TBD)
\$ 18,000.00	Control Gloves (Restraint gloves for jail & patrol)
\$ 12,000.00	Weapons (20 units- Glock 17 MOS)
\$ 10,000.00	Flock Camera (LPR 2 units)
\$ 50,000.00	Radios for Transport (5 units- car & handheld)
\$ 25,000.00	Drone (Matrice M30 with all attachments & warranties)
<hr/>	
\$ 172,508.55	Equipment Total
\$ 350,000.00	Grand Total for Sheriff's Office Request

 **Economy**

Economic Development

Rural Law Enforcement Grants Senate Bill (SB) 22

Senate Bill (SB) 22 was passed in the Texas 88th Regular Legislative Session. SB 22 establishes a grant program that will provide financial assistance to sheriff's departments, constable's offices and district and county attorney's offices in eligible counties to ensure professional law enforcement and legal representation of the people's interests throughout the state.

The new law provides supplemental salaries for different positions in rural areas. Eligible counties can apply for grant funds beginning Jan. 1, 2024, regardless of a particular county's fiscal start-date. Eligible counties may apply electronically using the Comptroller office's website beginning Jan. 1, 2024. In future years, counties and prosecutor's offices will apply according to the start of their fiscal year.

▼ Rules and Statutes

Rules

- 34 TAC §16.300: Definitions
- 34 TAC §16.301: Applications
- 34 TAC §16.302: Review by Comptroller
- 34 TAC §16.303: Awards; Grant Agreement
- 34 TAC §16.304: Authorized uses of grant funds; Limitations
- 34 TAC §16.305: Reporting and compliance
- 34 TAC §16.306: Provisions Applicable to Fiscal Year 2024

Statutes

- Rural Sheriff's Office Salary Assistance Grant Program
- Rural Constable's Office Salary Assistance Grant Program
- Rural Prosecutor's Office Salary Assistance Grant Program

Eligibility

SB 22 provides financial assistance to rural sheriff's offices and constable's offices in counties with populations of 300,000 or less. It also provides grants to rural prosecutor's offices that serve a

jurisdiction with an overall population of 300,000 or less. A qualified county or prosecutor's office means the office meets these standards provided by the law.

For constable's offices, if the constable is already making above the minimum annual salary of \$45,000, the county is not eligible for grant funding to increase the salary.

If a county already pays the minimum salary levels for the sheriff, deputies and jailers, as detailed in Local Govt. Code Section 130.911 (e)(1), the county may still apply for the grant funds for the uses prescribed in Local Govt. Code Sections 130.911(e)(2)-(4).

The Comptroller's office will use the federal decennial census as the source for the population counts (2020 census data). This will be clearly defined in the proposed rules.

Available Funds

For sheriff's offices, a qualified county is eligible for the following grant amounts:

- \$250,000 if the county has a population of less than 10,000;
- \$350,000 if the county has a population of 10,000 or more and less than 50,000; or
- \$500,000 if the county has a population of 50,000 or more and 300,000 or less.

For constable's offices, a county with a population of 300,000 or less must provide an annual salary of \$45,000 to a qualified constable. The county must contribute at least 75 percent of the money required to meet the minimum annual salary. The other 25 percent will come from the grant money provided by SB 22.

For prosecutor's offices, the Comptroller's office will use the sum of the population in each county in the multi-county jurisdiction. A jurisdiction with a population of 300,000 or less is eligible for the following amounts for the prosecutor's office:

- \$100,000 if the jurisdiction has a population of less than 10,000;
- \$175,000 if the jurisdiction has a population of 10,000 or more and less than 50,000; or
- \$275,000 if the jurisdiction has a population of 50,000 or more and 300,000 or less.

Qualified Expenditures

Sheriff's Office

Counties awarded money for sheriff's offices must use the grant funds to:

- provide a minimum annual salary of at least:
 - \$75,000 for a county sheriff;
 - \$45,000 for each deputy who makes motor vehicle stops in the routine performance of their duties;

- \$40,000 for each jailer whose duties include the safekeeping of prisoners and the security of a jail operated by the county;
- increase the salary of county sheriffs, deputies who make motor vehicle stops in the routine performance of their duties and jailers whose duties include the safekeeping of prisoners and the security of a jail operated by the county;
- hire additional deputies or staff for the sheriff's office; and,
- purchase vehicles, firearms and safety equipment for the sheriff's office.

Before it can authorize the use of the grant money for the other allowable expenses, the county must first use the grant money to meet the minimum annual salaries of the county sheriff, deputies who make motor vehicle stops in the routine performance of their duties and jailers whose duties include the safekeeping of prisoners and the security of a jail operated by the county. Counties may use grant funds to increase salaries for those listed in Local Govt. Code Section 130.911 130.911(e)(1) above the established minimum amounts stated.

If a sheriff holds dual offices in the county, the portion of the salary attributable to the sheriff's duties must be increased to meet the minimum salary required in Local Government Code Section 130.911(e)(1).

If a sheriff's office employs part-time employees or pays its employees hourly rather than salary wages, the office must pay an hourly wage that would be the equivalent of the minimum annual salary as per Section 130.911(e) of the Local Government Code.

Additionally, if a county uses grant funds to increase the salary of the county sheriff, deputy sheriff, jailer or any additional staff hired under Local Government Code Sections 130.911(e)(1), (2) or (3), grant funds may be spent for the associated benefits that are incremental to the increase in salary. Benefits that are not tied to the increase in salary, such as longevity pay, cannot be paid for with grant funding.

For the purposes of this section, the definition of jailer has the same meaning as "county jailer" under Texas Occupations Code, Section 1701.001(2).

Constable's Office

Counties awarded money for constable's offices may only use the grant funds to increase a constable's salary to a minimum annual salary of \$45,000.

If a county uses grant funds to increase the salary of a constable under Local Government Code Section 130.912(e), grant funds may be spent for the associated benefits that are incremental to the increase in salary. Benefits that are not tied to the increase in salary, such as longevity pay, cannot be paid for with grant funding.

Prosecutor's Office

A prosecutor's office that is awarded grant funds from SB 22 must use the grant money to:

- increase the salary of an assistant attorney, an investigator or a victim assistance coordinator employed at the office; or,
- hire additional staff for the office.

If a rural prosecutor's office uses grant funds to increase the salary of an assistant attorney, investigator, a victim assistance coordinator or any additional staff hired under Local Government Code Sections 130.913(e)(1) or (2), grant funds may be spent for the associated benefits that are incremental to the increase in salary. Benefits that are not tied to the increase in salary, such as longevity pay, cannot be paid for with grant funding.

Application Deadlines

According to SB 22, qualified counties and prosecutor's offices must apply not later than 30 days from the first day of their fiscal year. However, for only the first-year program implementation, all eligible counties will be eligible to apply for grant funds beginning Jan. 1, 2024, regardless of a particular county's fiscal start date. If a county has encumbered funds for fiscal 2024 salaries before the first application date of Jan. 1, 2024, the county will be able to backfill its budgeted funds over the months leading up to application using the grant funds. Therefore, it will be up to the county whether to adjust law enforcement salaries at the start of its fiscal year or to wait until grant funds are awarded to the county to adjust salaries. The fiscal 2024 deadline for all qualified counties and prosecutor's office, if their fiscal year starts before Jan. 1, 2024, is 30 days after the application is available on Jan. 1, 2024.

After the first year of the program, a qualified county or prosecutor's office must apply for the grant not more than 30 days after the first day of its fiscal year. If they fail to apply timely, by law the Comptroller's office cannot accept their application and the qualified county or prosecutor's office will have to wait until its next fiscal year to apply.

Frequently Asked Questions

▼ Some counties are concerned with the timing between the rules and their budget deadlines for fiscal 2024 and fear missing out on the grant because it will be too late to apply when they submit their budgets. What guidance is available for these counties?

The Comptroller's office is aware of these concerns and is committed to ensuring this program offers rural law enforcement and county governments the flexibility needed to take full advantage of these resources. Due to the timing of county fiscal year start dates, the Comptroller will allow all eligible entities to apply for grant funds beginning Jan. 1, 2024. For those entities with fiscal years beginning earlier than Jan. 1, 2024, they may either increase the salaries at the beginning of their fiscal year paid

out of their general funds and “backfill” later with grant funds or make the pay increases effective when the grant funds are delivered from the Comptroller.

▼ When must the grant funds be spent?

Any grant funds awarded must be spent within the fiscal year in which the funds were received. Any unspent funds or unauthorized use of funds must be returned to the Comptroller's office.

What is required to apply for the grant?

For grants to a qualified sheriff's office, the county must apply for the grant using the Comptroller's electronic form. Each county will provide:

- name of the county;
- contact information for the person filling out the form;
- mailing address for the county office;
- the county's Tax Identification Number (TIN); and,
- an electronic certification that the county will not reduce the amounts of funds provided to the sheriff's office because of the grant funds provided under Local Government Code Section 130.911.

For grants to a qualified constable's office, the county must apply for the grant using the Comptroller's electronic form. Each county will provide:

- name of the county;
- contact information for the person filling out the form;
- mailing address for the county office;
- the county's Tax Identification Number (TIN);
- an electronic certification that the county will not reduce the amounts of funds provided to the constable's office because of the grant funds provided under Local Government Code Section 130.912; and,
- an electronic certification that the qualified constable primarily makes motor vehicle stops in the duties of their job.

For grants to a qualified prosecutor's office, the qualified prosecutor's office must apply for the grant using the Comptroller's electronic form. Each county will provide:

- name of the county;
- contact information for the person filling out the form;
- mailing address for the prosecutor's office;
- the county's Tax Identification Number (TIN); and,
- an electronic certification that the county will not reduce the amounts of funds provided to the prosecutor's office because of the grant funds provided under Local Government Code Section 130.913.

Additional information may be required and will be clearly identified on the application. The Comptroller's office will provide technical support and guidance to potential grantees to aid in understanding the program rules and application process.

▼ How will the Comptroller's office ensure offices are complying with the law?

Each grantee will enter into an agreement with the Comptroller's office to receive its grant allocation. The Comptroller's office intends to make a sample grant agreement available for review after the program rules are adopted.

Annual compliance documentation must be submitted each year for review by the Comptroller's office. Upon determination that the funds were spent according to statute, the county or prosecutor's office will be eligible to apply for a grant for the next fiscal year. If any spent funds were not authorized by statute, the funds must be returned to the Comptroller's office within 30 days of receipt of notification from the Comptroller.

The Comptroller's office anticipates that it will require separate accounting of the grant funding to prevent comingling of grant funds and county funds.

▼ How will the funds be distributed?

The Comptroller's office will disburse funds to counties on a yearly basis, rather than monthly. The Comptroller's office will distribute the funds electronically to the county for each grant that was applied for and approved. The Comptroller's office intends to distribute grant funds for a multi-county jurisdiction to the county designated by the prosecutor's office in the grant application.

Contact us with questions about the SB22 program. [<mailto:SB22.grants@cpa.texas.gov>]

Need Help?

For additional information, contact the Data Analysis and Transparency Division [comptroller.texas.gov/economy/contact.php] via email [<mailto:econ.dev@cpa.texas.gov>] or at 844-519-5672.

(2) has determined that financial assistance from other sources, including this state and the federal government, is unavailable or inadequate.

Added by Acts 2009, 81st Leg., R.S., Ch. 784 (S.B. 1112), Sec. 1, eff. June 19, 2009.

Sec. 130.911. RURAL SHERIFF'S OFFICE SALARY ASSISTANCE GRANT PROGRAM.

(a) In this section:

(1) "Grant" means a grant authorized to be awarded by the comptroller under the rural sheriff's office salary assistance grant program established by this section.

(2) "Qualified county" means a county with a population of 300,000 or less.

(b) The comptroller shall establish and administer the rural sheriff's office salary assistance grant program to support the state purpose of ensuring professional law enforcement throughout the state by providing financial assistance to sheriff's offices in qualified counties.

(c) Not later than the 30th day after the first day of a qualified county's fiscal year, the county may submit an application for a grant to the comptroller. A county may submit only one application each fiscal year.

(d) The comptroller shall award a grant to a qualified county that applies for the grant using money appropriated to the comptroller for that purpose. The grant must be in the following applicable amount:

(1) \$250,000 if the county has a population of less than 10,000;

(2) \$350,000 if the county has a population of 10,000 or more and less than 50,000; or

(3) \$500,000 if the county has a population of 50,000 or more and 300,000 or less.

(e) A county that is awarded a grant shall use or authorize the use of the grant money only:

(1) to provide a minimum annual salary of at least:

(A) \$75,000 for the county sheriff;

(B) \$45,000 for each deputy who makes motor vehicle stops in the routine performance of their duties; and

(C) \$40,000 for each jailer whose duties include the safekeeping of prisoners and the security of a jail operated by the county;

(2) to increase the salary of a person described by Subdivision

(1);

(3) to hire additional deputies or staff for the sheriff's office; or

(4) to purchase vehicles, firearms, and safety equipment for the sheriff's office.

(f) A county that is awarded a grant may not use or authorize the use of the grant money for a purpose other than to meet the minimum salary requirements prescribed by Subsection (e)(1) until those requirements are satisfied.

(g) A county may not reduce the amount of funds provided to the sheriff's office because of grant funds provided under this section.

(h) The comptroller shall adopt rules necessary to implement this section, including rules that establish:

(1) a standardized application process, including the form to be used to apply for a grant and the manner of submitting the form;

(2) deadlines for:

(A) applying for the grant;

(B) disbursement of grant money; and

(C) spending grant money; and

(3) procedures for:

(A) monitoring the disbursement of grant money to ensure compliance with this section; and

(B) the return of grant money that was not used by a county for a purpose authorized by this section.

Added by Acts 2023, 88th Leg., R.S., Ch. 370 (S.B. 22), Sec. 1, eff. September 1, 2023.

Sec. 130.912. RURAL CONSTABLE'S OFFICE SALARY ASSISTANCE GRANT PROGRAM. (a) In this section:

(1) "Grant" means a grant authorized to be awarded by the comptroller under the rural constable's office salary assistance grant program established by this section.

(2) "Qualified constable" means a constable elected to an office created on or before January 1, 2023, who primarily makes motor vehicle stops in the routine performance of the constable's duties.

(3) "Qualified county" means a county with a population of 300,000 or less.

(b) The comptroller shall establish and administer the rural constable's office salary assistance grant program to support the state purpose of ensuring professional law enforcement throughout the state by

providing financial assistance to constable's offices in qualified counties.

(c) Not later than the 30th day after the first day of a qualified county's fiscal year, the county may submit an application for a grant to the comptroller. A county may submit only one application each fiscal year.

(d) The comptroller shall award a grant to a qualified county that applies for the grant using money appropriated to the comptroller for that purpose. The comptroller may only award a grant to a county if the county agrees in writing to contribute at least 75 percent of the money required to meet the minimum annual salary requirement established under Subsection (e) for each qualified constable for which the county will also use grant money to provide that salary.

(e) Subject to Subsection (d), a county that is awarded a grant shall use or authorize the use of the grant money only to provide a minimum annual salary of \$45,000 to a qualified constable.

(f) A county may not reduce the amount of funds provided to the constable's office because of grant funds provided under this section.

(g) The comptroller shall adopt rules necessary to implement this section, including rules that establish:

(1) a standardized application process, including the form to be used to apply for a grant and the manner of submitting the form;

(2) deadlines for:

(A) applying for the grant;

(B) disbursement of grant money; and

(C) spending grant money;

(3) procedures for:

(A) monitoring the disbursement of grant money to ensure compliance with this section; and

(B) the return of grant money that was not used by a county for a purpose authorized by this section; and

(4) standards to determine if a constable is a qualified constable.

Added by Acts 2023, 88th Leg., R.S., Ch. 370 (S.B. 22), Sec. 1, eff. September 1, 2023.

Sec. 130.913. RURAL PROSECUTOR'S OFFICE SALARY ASSISTANCE GRANT PROGRAM. (a) In this section:

(1) "Grant" means a grant authorized to be awarded by the comptroller under the rural prosecutor's office salary assistance grant

program established by this section.

(2) "Qualified prosecutor's office" means, in a jurisdiction with a population of 300,000 or less, the office of a district attorney, criminal district attorney, or county attorney with criminal prosecution duties.

(b) The comptroller shall establish and administer the rural prosecutor's office salary assistance grant program to support the state purpose of ensuring professional legal representation of the people's interests throughout the state by providing financial assistance to qualified prosecutor's offices.

(c) Not later than the 30th day after the first day of a qualified prosecutor's office's fiscal year, the prosecutor's office may submit an application for a grant to the comptroller. A prosecutor's office may submit only one application each fiscal year.

(d) The comptroller shall award a grant to a qualified prosecutor's office that applies for the grant using money appropriated to the comptroller for that purpose. The grant must be in the following applicable amount:

(1) \$100,000 if the prosecutor's office's jurisdiction has a population of less than 10,000;

(2) \$175,000 if the prosecutor's office's jurisdiction has a population of 10,000 or more and less than 50,000; or

(3) \$275,000 if the prosecutor's office's jurisdiction has a population of 50,000 or more and 300,000 or less.

(e) A prosecutor's office that is awarded a grant shall use or authorize the use of the grant money only:

(1) to increase the salary of an assistant attorney, an investigator, or a victim assistance coordinator employed at the office; or

(2) to hire additional staff for the office.

(f) A county may not reduce the amount of funds provided to a prosecutor's office because of grant funds provided under this section.

(g) The comptroller shall adopt rules necessary to implement this section, including rules that establish:

(1) a standardized application process, including the form to be used to apply for a grant and the manner of submitting the form;

(2) deadlines for:

(A) applying for the grant;

(B) disbursement of grant money; and

(C) spending grant money; and

(3) procedures for:

(A) monitoring the disbursement of grant money to ensure compliance with this section; and

(B) the return of grant money that was not used by a qualified prosecutor's office for a purpose authorized by this section.

Added by Acts 2023, 88th Leg., R.S., Ch. 370 (S.B. 22), Sec. 1, eff. September 1, 2023.

Caldwell County Agenda Item

AGENDA DATE: January 23, 2024

Type of Agenda Item: Grant

Subject: To consider the approval of submitting a grant application for the Rural Law Enforcement Grant Program established by Senate Bill (SB) 22 to provide financial assistance to the District Attorney's Office.

Costs: \$0.00

Agenda Speakers: Judge Haden/Amber Quinley/Fred Weber

Backup Materials: Attached

Total # of Pages: 12

DA's Office

\$ 105,000.00	Attorney Stipends (Subject to change)
\$ 70,000.00	Fringe Benefit Costs (Subject to change)
\$ 175,000.00	Stipend Total
\$ 175,000.00	Grand Total for District Attorney's Office Request

 **Economy**

Economic Development

Rural Law Enforcement Grants Senate Bill (SB) 22

Senate Bill (SB) 22 was passed in the Texas 88th Regular Legislative Session. SB 22 establishes a grant program that will provide financial assistance to sheriff's departments, constable's offices and district and county attorney's offices in eligible counties to ensure professional law enforcement and legal representation of the people's interests throughout the state.

The new law provides supplemental salaries for different positions in rural areas. Eligible counties can apply for grant funds beginning Jan. 1, 2024, regardless of a particular county's fiscal start-date. Eligible counties may apply electronically using the Comptroller office's website beginning Jan. 1, 2024. In future years, counties and prosecutor's offices will apply according to the start of their fiscal year.

▼ Rules and Statutes

Rules

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- Rural Constable's Office Salary Assistance Grant Program
- Rural Prosecutor's Office Salary Assistance Grant Program

Eligibility

SB 22 provides financial assistance to rural sheriff's offices and constable's offices in counties with populations of 300,000 or less. It also provides grants to rural prosecutor's offices that serve a

jurisdiction with an overall population of 300,000 or less. A qualified county or prosecutor's office means the office meets these standards provided by the law.

For constable's offices, if the constable is already making above the minimum annual salary of \$45,000, the county is not eligible for grant funding to increase the salary.

If a county already pays the minimum salary levels for the sheriff, deputies and jailers, as detailed in Local Govt. Code Section 130.911 (e)(1), the county may still apply for the grant funds for the uses prescribed in Local Govt. Code Sections 130.911(e)(2)-(4).

The Comptroller's office will use the federal decennial census as the source for the population counts (2020 census data). This will be clearly defined in the proposed rules.

Available Funds

For sheriff's offices, a qualified county is eligible for the following grant amounts:

- \$250,000 if the county has a population of less than 10,000;
- \$350,000 if the county has a population of 10,000 or more and less than 50,000; or
- \$500,000 if the county has a population of 50,000 or more and 300,000 or less.

For constable's offices, a county with a population of 300,000 or less must provide an annual salary of \$45,000 to a qualified constable. The county must contribute at least 75 percent of the money required to meet the minimum annual salary. The other 25 percent will come from the grant money provided by SB 22.

For prosecutor's offices, the Comptroller's office will use the sum of the population in each county in the multi-county jurisdiction. A jurisdiction with a population of 300,000 or less is eligible for the following amounts for the prosecutor's office:

- \$100,000 if the jurisdiction has a population of less than 10,000;
- \$175,000 if the jurisdiction has a population of 10,000 or more and less than 50,000; or,
- \$275,000 if the jurisdiction has a population of 50,000 or more and 300,000 or less.

Qualified Expenditures

Sheriff's Office

Counties awarded money for sheriff's offices must use the grant funds to:

- provide a minimum annual salary of at least:
 - \$75,000 for a county sheriff;
 - \$45,000 for each deputy who makes motor vehicle stops in the routine performance of their duties;

- \$40,000 for each jailer whose duties include the safekeeping of prisoners and the security of a jail operated by the county;
- increase the salary of county sheriffs, deputies who make motor vehicle stops in the routine performance of their duties and jailers whose duties include the safekeeping of prisoners and the security of a jail operated by the county;
- hire additional deputies or staff for the sheriff's office; and,
- purchase vehicles, firearms and safety equipment for the sheriff's office.

Before it can authorize the use of the grant money for the other allowable expenses, the county must first use the grant money to meet the minimum annual salaries of the county sheriff, deputies who make motor vehicle stops in the routine performance of their duties and jailers whose duties include the safekeeping of prisoners and the security of a jail operated by the county. Counties may use grant funds to increase salaries for those listed in Local Govt. Code Section 130.911 130.911(e)(1) above the established minimum amounts stated.

If a sheriff holds dual offices in the county, the portion of the salary attributable to the sheriff's duties must be increased to meet the minimum salary required in Local Government Code Section 130.911(e)(1).

If a sheriff's office employs part-time employees or pays its employees hourly rather than salary wages, the office must pay an hourly wage that would be the equivalent of the minimum annual salary as per Section 130.911(e) of the Local Government Code.

Additionally, if a county uses grant funds to increase the salary of the county sheriff, deputy sheriff, jailer or any additional staff hired under Local Government Code Sections 130.911(e)(1), (2) or (3), grant funds may be spent for the associated benefits that are incremental to the increase in salary. Benefits that are not tied to the increase in salary, such as longevity pay, cannot be paid for with grant funding.

For the purposes of this section, the definition of jailer has the same meaning as "county jailer" under Texas Occupations Code, Section 1701.001(2).

Constable's Office

Counties awarded money for constable's offices may only use the grant funds to increase a constable's salary to a minimum annual salary of \$45,000.

If a county uses grant funds to increase the salary of a constable under Local Government Code Section 130.912(e), grant funds may be spent for the associated benefits that are incremental to the increase in salary. Benefits that are not tied to the increase in salary, such as longevity pay, cannot be paid for with grant funding.

Prosecutor's Office

A prosecutor's office that is awarded grant funds from SB 22 must use the grant money to:

- increase the salary of an assistant attorney, an investigator or a victim assistance coordinator employed at the office; or,
- hire additional staff for the office.

If a rural prosecutor's office uses grant funds to increase the salary of an assistant attorney, investigator, a victim assistance coordinator or any additional staff hired under Local Government Code Sections 130.913(e)(1) or (2), grant funds may be spent for the associated benefits that are incremental to the increase in salary. Benefits that are not tied to the increase in salary, such as longevity pay, cannot be paid for with grant funding.

Application Deadlines

According to SB 22, qualified counties and prosecutor's offices must apply not later than 30 days from the first day of their fiscal year. However, for only the first-year program implementation, all eligible counties will be eligible to apply for grant funds beginning Jan. 1, 2024, regardless of a particular county's fiscal start date. If a county has encumbered funds for fiscal 2024 salaries before the first application date of Jan. 1, 2024, the county will be able to backfill its budgeted funds over the months leading up to application using the grant funds. Therefore, it will be up to the county whether to adjust law enforcement salaries at the start of its fiscal year or to wait until grant funds are awarded to the county to adjust salaries. The fiscal 2024 deadline for all qualified counties and prosecutor's office, if their fiscal year starts before Jan. 1, 2024, is 30 days after the application is available on Jan. 1, 2024.

After the first year of the program, a qualified county or prosecutor's office must apply for the grant not more than 30 days after the first day of its fiscal year. If they fail to apply timely, by law the Comptroller's office cannot accept their application and the qualified county or prosecutor's office will have to wait until its next fiscal year to apply.

Frequently Asked Questions

▼ Some counties are concerned with the timing between the rules and their budget deadlines for fiscal 2024 and fear missing out on the grant because it will be too late to apply when they submit their budgets. What guidance is available for these counties?

The Comptroller's office is aware of these concerns and is committed to ensuring this program offers rural law enforcement and county governments the flexibility needed to take full advantage of these resources. Due to the timing of county fiscal year start dates, the Comptroller will allow all eligible entities to apply for grant funds beginning Jan. 1, 2024. For those entities with fiscal years beginning earlier than Jan. 1, 2024, they may either increase the salaries at the beginning of their fiscal year paid

out of their general funds and “backfill” later with grant funds or make the pay increases effective when the grant funds are delivered from the Comptroller.

▼ When must the grant funds be spent?

Any grant funds awarded must be spent within the fiscal year in which the funds were received. Any unspent funds or unauthorized use of funds must be returned to the Comptroller’s office.

What is required to apply for the grant?

For grants to a qualified sheriff’s office, the county must apply for the grant using the Comptroller’s electronic form. Each county will provide:

- name of the county;
- contact information for the person filling out the form;
- mailing address for the county office;
- the county’s Tax Identification Number (TIN); and,
- an electronic certification that the county will not reduce the amounts of funds provided to the sheriff’s office because of the grant funds provided under Local Government Code Section 130.911.

For grants to a qualified constable’s office, the county must apply for the grant using the Comptroller’s electronic form. Each county will provide:

- name of the county;
- contact information for the person filling out the form;
- mailing address for the county office;
- the county’s Tax Identification Number (TIN);
- an electronic certification that the county will not reduce the amounts of funds provided to the constable’s office because of the grant funds provided under Local Government Code Section 130.912; and,
- an electronic certification that the qualified constable primarily makes motor vehicle stops in the duties of their job.

For grants to a qualified prosecutor’s office, the qualified prosecutor’s office must apply for the grant using the Comptroller’s electronic form. Each county will provide:

- name of the county;
- contact information for the person filling out the form;
- mailing address for the prosecutor’s office;
- the county’s Tax Identification Number (TIN); and,
- an electronic certification that the county will not reduce the amounts of funds provided to the prosecutor’s office because of the grant funds provided under Local Government Code Section 130.913.

Additional information may be required and will be clearly identified on the application. The Comptroller's office will provide technical support and guidance to potential grantees to aid in understanding the program rules and application process.

▼ How will the Comptroller's office ensure offices are complying with the law?

Each grantee will enter into an agreement with the Comptroller's office to receive its grant allocation. The Comptroller's office intends to make a sample grant agreement available for review after the program rules are adopted.

Annual compliance documentation must be submitted each year for review by the Comptroller's office. Upon determination that the funds were spent according to statute, the county or prosecutor's office will be eligible to apply for a grant for the next fiscal year. If any spent funds were not authorized by statute, the funds must be returned to the Comptroller's office within 30 days of receipt of notification from the Comptroller.

The Comptroller's office anticipates that it will require separate accounting of the grant funding to prevent comingling of grant funds and county funds.

▼ How will the funds be distributed?

The Comptroller's office will disburse funds to counties on a yearly basis, rather than monthly. The Comptroller's office will distribute the funds electronically to the county for each grant that was applied for and approved. The Comptroller's office intends to distribute grant funds for a multi-county jurisdiction to the county designated by the prosecutor's office in the grant application.

Contact us with questions about the SB22 program. [mailto:SB22.grants@cpa.texas.gov]

Need Help?

For additional information, contact the Data Analysis and Transparency Division [comptroller.texas.gov/economy/contact.php] via email [mailto:econ.dev@cpa.texas.gov] or at 844-519-5672.

(2) has determined that financial assistance from other sources, including this state and the federal government, is unavailable or inadequate.

Added by Acts 2009, 81st Leg., R.S., Ch. 784 (S.B. 1112), Sec. 1, eff. June 19, 2009.

Sec. 130.911. RURAL SHERIFF'S OFFICE SALARY ASSISTANCE GRANT PROGRAM.

(a) In this section:

(1) "Grant" means a grant authorized to be awarded by the comptroller under the rural sheriff's office salary assistance grant program established by this section.

(2) "Qualified county" means a county with a population of 300,000 or less.

(b) The comptroller shall establish and administer the rural sheriff's office salary assistance grant program to support the state purpose of ensuring professional law enforcement throughout the state by providing financial assistance to sheriff's offices in qualified counties.

(c) Not later than the 30th day after the first day of a qualified county's fiscal year, the county may submit an application for a grant to the comptroller. A county may submit only one application each fiscal year.

(d) The comptroller shall award a grant to a qualified county that applies for the grant using money appropriated to the comptroller for that purpose. The grant must be in the following applicable amount:

(1) \$250,000 if the county has a population of less than 10,000;

(2) \$350,000 if the county has a population of 10,000 or more and less than 50,000; or

(3) \$500,000 if the county has a population of 50,000 or more and 300,000 or less.

(e) A county that is awarded a grant shall use or authorize the use of the grant money only:

(1) to provide a minimum annual salary of at least:

(A) \$75,000 for the county sheriff;

(B) \$45,000 for each deputy who makes motor vehicle stops in the routine performance of their duties; and

(C) \$40,000 for each jailer whose duties include the safekeeping of prisoners and the security of a jail operated by the county;

(2) to increase the salary of a person described by Subdivision

(1);

(3) to hire additional deputies or staff for the sheriff's office; or

(4) to purchase vehicles, firearms, and safety equipment for the sheriff's office.

(f) A county that is awarded a grant may not use or authorize the use of the grant money for a purpose other than to meet the minimum salary requirements prescribed by Subsection (e)(1) until those requirements are satisfied.

(g) A county may not reduce the amount of funds provided to the sheriff's office because of grant funds provided under this section.

(h) The comptroller shall adopt rules necessary to implement this section, including rules that establish:

(1) a standardized application process, including the form to be used to apply for a grant and the manner of submitting the form;

(2) deadlines for:

(A) applying for the grant;

(B) disbursement of grant money; and

(C) spending grant money; and

(3) procedures for:

(A) monitoring the disbursement of grant money to ensure compliance with this section; and

(B) the return of grant money that was not used by a county for a purpose authorized by this section.

Added by Acts 2023, 88th Leg., R.S., Ch. 370 (S.B. 22), Sec. 1, eff. September 1, 2023.

Sec. 130.912. RURAL CONSTABLE'S OFFICE SALARY ASSISTANCE GRANT PROGRAM. (a) In this section:

(1) "Grant" means a grant authorized to be awarded by the comptroller under the rural constable's office salary assistance grant program established by this section.

(2) "Qualified constable" means a constable elected to an office created on or before January 1, 2023, who primarily makes motor vehicle stops in the routine performance of the constable's duties.

(3) "Qualified county" means a county with a population of 300,000 or less.

(b) The comptroller shall establish and administer the rural constable's office salary assistance grant program to support the state purpose of ensuring professional law enforcement throughout the state by

providing financial assistance to constable's offices in qualified counties.

(c) Not later than the 30th day after the first day of a qualified county's fiscal year, the county may submit an application for a grant to the comptroller. A county may submit only one application each fiscal year.

(d) The comptroller shall award a grant to a qualified county that applies for the grant using money appropriated to the comptroller for that purpose. The comptroller may only award a grant to a county if the county agrees in writing to contribute at least 75 percent of the money required to meet the minimum annual salary requirement established under Subsection (e) for each qualified constable for which the county will also use grant money to provide that salary.

(e) Subject to Subsection (d), a county that is awarded a grant shall use or authorize the use of the grant money only to provide a minimum annual salary of \$45,000 to a qualified constable.

(f) A county may not reduce the amount of funds provided to the constable's office because of grant funds provided under this section.

(g) The comptroller shall adopt rules necessary to implement this section, including rules that establish:

(1) a standardized application process, including the form to be used to apply for a grant and the manner of submitting the form;

(2) deadlines for:

(A) applying for the grant;

(B) disbursement of grant money; and

(C) spending grant money;

(3) procedures for:

(A) monitoring the disbursement of grant money to ensure compliance with this section; and

(B) the return of grant money that was not used by a county for a purpose authorized by this section; and

(4) standards to determine if a constable is a qualified constable.

Added by Acts 2023, 88th Leg., R.S., Ch. 370 (S.B. 22), Sec. 1, eff. September 1, 2023.

Sec. 130.913. RURAL PROSECUTOR'S OFFICE SALARY ASSISTANCE GRANT PROGRAM. (a) In this section:

(1) "Grant" means a grant authorized to be awarded by the comptroller under the rural prosecutor's office salary assistance grant

program established by this section.

(2) "Qualified prosecutor's office" means, in a jurisdiction with a population of 300,000 or less, the office of a district attorney, criminal district attorney, or county attorney with criminal prosecution duties.

(b) The comptroller shall establish and administer the rural prosecutor's office salary assistance grant program to support the state purpose of ensuring professional legal representation of the people's interests throughout the state by providing financial assistance to qualified prosecutor's offices.

(c) Not later than the 30th day after the first day of a qualified prosecutor's office's fiscal year, the prosecutor's office may submit an application for a grant to the comptroller. A prosecutor's office may submit only one application each fiscal year.

(d) The comptroller shall award a grant to a qualified prosecutor's office that applies for the grant using money appropriated to the comptroller for that purpose. The grant must be in the following applicable amount:

(1) \$100,000 if the prosecutor's office's jurisdiction has a population of less than 10,000;

(2) \$175,000 if the prosecutor's office's jurisdiction has a population of 10,000 or more and less than 50,000; or

(3) \$275,000 if the prosecutor's office's jurisdiction has a population of 50,000 or more and 300,000 or less.

(e) A prosecutor's office that is awarded a grant shall use or authorize the use of the grant money only:

(1) to increase the salary of an assistant attorney, an investigator, or a victim assistance coordinator employed at the office; or

(2) to hire additional staff for the office.

(f) A county may not reduce the amount of funds provided to a prosecutor's office because of grant funds provided under this section.

(g) The comptroller shall adopt rules necessary to implement this section, including rules that establish:

(1) a standardized application process, including the form to be used to apply for a grant and the manner of submitting the form;

(2) deadlines for:

(A) applying for the grant;

(B) disbursement of grant money; and

(C) spending grant money; and

(3) procedures for:

(A) monitoring the disbursement of grant money to ensure compliance with this section; and

(B) the return of grant money that was not used by a qualified prosecutor's office for a purpose authorized by this section.

Added by Acts 2023, 88th Leg., R.S., Ch. 370 (S.B. 22), Sec. 1, eff. September 1, 2023.

Caldwell County Agenda Item

AGENDA DATE: January 23, 2024

Type of Agenda Item: Budget Amendment

Subject: To approve budget amendment #07 transferring \$3,100 from Repairs and Maintenance to Sheriff's Office Dues and Subscriptions.

Costs: \$0

Agenda Speakers: Judge Haden/Danie Teltow

Backup Materials: Attached

Total # of Pages: 1

Caldwell County Agenda Item

AGENDA DATE: January 23, 2024

Type of Agenda Item: Bond

Subject: To approve fiscal security for construction of Cool Water Acres with a subdivision bond in the amount of \$2,299,477.33.

Costs: \$0.00

Agenda Speakers: Judge Haden/Commissioner Horne/Donald Leclerc

Backup Materials: Attached

Total # of Pages: 2

SUBDIVISION BOND

Bond No. S7A2SU0003050

KNOW ALL MEN BY THESE PRESENTS that Cool Water Acres, LLC as Principal, and American Alternative Insurance Corporation a Delaware corporation, as Surety, are held and firmly bound unto Caldwell County as Obligee, in the sum of Two Million Two Hundred Ninety-Nine Thousand Four Hundred Seventy-Seven and 33/100 Dollars (\$ 2,299,477.33), for the payment of which sum, well and truly be made, the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal and Obligee have entered into a written agreement dated Per development ordinance relative to installation of improvements and other conditions as indicated, for the Subdivision known as Cool Water Acres in Caldwell County and which agreement is hereby made a part hereof.

NOW, THEREFORE, if the Principal shall well and truly perform all of the terms, covenants and conditions of said agreement on its part to be performed, then this obligation shall be null and void; otherwise to remain in full force and effect.

No right of action or benefit under the Bond shall accrue to anyone other than the named Obligee. The aggregate liability of the Surety shall not exceed the amount of the Bond for any cause of reason whatsoever.

Signed, sealed and dated January 3, 2024.

Cool Water Acres, LLC
Principal

By: 
Scott Senteney, Manager

American Alternative Insurance Corporation
Surety

By: 
Eric Schmalz, Attorney-In-Fact



CERTIFIED COPY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS That the AMERICAN ALTERNATIVE INSURANCE CORPORATION, a corporation organized and existing by virtue of the laws of the State of Delaware ("Corporation") with offices at 555 College Road East, Princeton, N.J. 08543, has made constituted and appointed and by these presents does make constitute and appoint

Nicole E. Schmalz and Eric Schmalz

its true and lawful Attorneys-in-Fact, at Princeton, in the State of New Jersey, each of them alone to have full power to act without the other or others to make execute and deliver on its behalf, as Surety or Co-surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made executed and delivered shall obligate said Company for any portion of the penal sum thereof in excess of the sum of One Hundred Million Dollars (\$100,000,000) Such bonds and undertakings for said purposes, when duly executed by said Attorney(s)-in-Fact shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary This appointment is made under and by authority of a certain Resolution adopted at a meeting of the Board of Directors of said Company duly held on the 27th day of August, 1975, a copy of which appears below

IN WITNESS WHEREOF, the AMERICAN ALTERNATIVE INSURANCE CORPORATION has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 24th day of September, 2021



By: Michael G. Kerner, President

Attest: Ignacio Rivera, Deputy General Counsel & Secretary

STATE OF NEW JERSEY, COUNTY OF SOMERSET

The foregoing instrument was acknowledged before me by means of online notanzation this 24th day of September, 2021, by Michael G. Kerner and Ignacio Rivera, who are personally known to me



Julian Sanfilippo, Notary Public, State of New Jersey, My Commission Expires February 8, 2026

SECRETARY'S CERTIFICATE

The undersigned, Ignacio Rivera, hereby certifies

- 1 That the undersigned is Secretary of American Alternative Insurance Corporation, a corporation of the State of Delaware.
2 That the original power of attorney of which the foregoing is a copy was duly executed on behalf of said Corporation on the day of its date, and has not since been revoked, amended or modified, that the undersigned has compared the foregoing copy thereof with said original power of attorney, and that the same is a true and correct copy of said original power of attorney and of the whole thereof.
3 That the original resolution of which the following is a copy was duly adopted at, and recorded in the minutes of, a regular meeting of the Board of Directors of said Corporation duly held on August 4, 1998, and has not since been revoked, amended or modified

RESOLVED, that each of the following officers of this Corporation, namely, the President, the Executive Vice President, the Senior Vice Presidents, and the Vice Presidents, be, and they hereby are, authorized, from time to time in their discretion, to appoint such agent or agents or attorney or attorneys-in-fact as deemed by them necessary or desirable for the purpose of carrying on this Corporation's business, and to empower such agent or agents or attorney or attorneys-in-fact to execute and deliver, in this Corporation's name and on its behalf, and under its seal or otherwise, surety bonds, surety undertakings or surety contracts made by this Corporation as surety thereon

RESOLVED, that the signature of any authorized officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney and revocation of any power of attorney or certificate of either given for the execution of any surety bond, surety undertaking, or surety contract, such signature and seal, when so used being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed

FURTHER RESOLVED, that any prior appointments by the Corporation of MGAs are, in all respects, hereby ratified, confirmed and approved

FURTHER RESOLVED, that the Secretary or any Assistant Secretary of this Corporation is hereby authorized to certify and deliver to any person to whom such certification and delivery may be deemed necessary and desirable in the opinion of such Secretary or Assistant Secretary, a true copy of the foregoing resolution

- 4 The undersigned has compared the foregoing copies of said original resolutions as so recorded, and they are the same true and correct copies of said original resolutions as so recorded and of the whole thereof

Witness the hand of the undersigned and the seal of said Corporation this 3rd day of January, 2024



AMERICAN ALTERNATIVE INSURANCE CORPORATION

Signature of Ignacio Rivera (Sep 24, 2021 16:06:00)

Ignacio Rivera, Deputy General Counsel & Secretary

Caldwell County Agenda Item

AGENDA DATE: January 23, 2024

Type of Agenda Item: Subdivision

Subject: To approve the Preliminary Plat of CH Callihan consisting of seven residential lots on approximately 13.177 acres located on Callihan Road and Bugtussle Lane.

Costs: \$0.00

Agenda Speakers: Commissioner Horne/Kasi Miles

Backup Materials: Attached

Total # of Pages: 27

STATE OF TEXAS:
CALDWELL COUNTY:

THAT, ROBERT LEE PLANT AND TAMARA A. PLANT, HUSBAND AND WIFE, OWNERS OF THAT CERTAIN CALLED 13.177 ACRE TRACT OF LAND SITUATED IN THE NANCY REAVILLE SURVEY - ABSTRACT NO. 248, CALDWELL COUNTY, TEXAS, SAME BEING CONVEYED TO SAID PLAN HUSBAN AND WIFE BY DEED DATED MAY 28, 2009 AND RECORDED IN VOLUME 570, PAGE 153, OFFICIAL PUBLIC RECORDS, CALDWELL COUNTY, TEXAS, AND DO FURTHER HEREBY JOIN, APPROVE AND CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY CONSENT TO DEDICATE TO CALDWELL COUNTY, TEXAS THE STREETS, ALLEYS, RIGHT-OF-WAY, EASEMENTS, AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS CALDWELL COUNTY MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS: "CH - CALLIHAN ADDITION" WITNESS MY HAND THIS _____ DAY OF _____, 2023 A.D.

ROBERT LEE PLANT DATE TAMARA A. PLANT DATE
1115 CALLIHAN RD. 1115 CALLIHAN RD.
LULING, TX 78648 LULING, TX 78648

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED ROBERT LEE PLANT, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING DOCUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATIONS STATED HEREON.
SEAL MY COMMISSION EXPIRES _____

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, 2023 A.D.

NOTARY PUBLIC STATE OF TEXAS

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED AMBER N. ROSS, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING DOCUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATIONS STATED HEREON.
SEAL MY COMMISSION EXPIRES _____

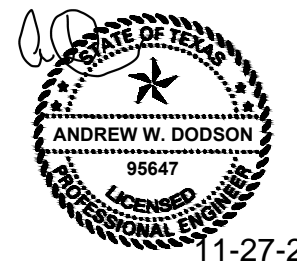
NOTARY PUBLIC STATE OF TEXAS

TPDES STATUS NOTE:
THIS PROJECT IS SUBJECT TO TCEQ'S TPDES SWPPP REGULATIONS PER TEXAS WATER CODE CHAPTER 26. IF NOT ALREADY DONE, HAVE A T.P.E., CPESC, OR QPSWPPP DEVELOPER A PROJECT-SPECIFIC SWPPP AND SEEK APPLICABLE TPDES PERMIT TXR150000 COVERAGE IMMEDIATELY PER TCEQ 150000 PARTS PER HILL AND CITY CODE SECTION 96.529(B)(2) OR 96.529(C)(3) - APPLY ONLINE AT [HTTPS://WWW3.TCEQ.TEXAS.GOV/STEEERS/](https://www3.tceq.texas.gov/steers/).

ENGINEER'S CERTIFICATION:

I, ANDREW DODSON, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT TO THE MATTERS OF STREETS, LOTS AND DRAINAGE LAYOUT, AND ITS RULES AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Andrew Dodson DATE 11-27-23
ANDREW DODSON
TEXAS REGISTRATION NO. - P.E. 95647
361 MIDDLE CREEK
BUDA, TX 78610
TX FIRM #28270



CALDWELL COUNTY ON-SITE WASTEWATER PROGRAM NOTES:

- NO STRUCTURES IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR A PRIVATE ON-SITE SEWAGE DISPOSAL SYSTEM APPROVED BY THE CALDWELL COUNTY COUNTY ON-SITE WASTEWATER PROGRAM.
- NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A POTABLE WATER SUPPLY FROM AN APPROVED PUBLIC WATER SYSTEM.
- NO ON-SITE WASTEWATER DISPOSAL SYSTEM MAY BE INSTALLED WITHIN 100 FEET OF A PRIVATE WATER WELL NOR AN ON-SITE WASTEWATER DISPOSAL SYSTEM BE INSTALLED WITHIN 150 FEET OF A PUBLIC WATER WELL.
- NO CONSTRUCTION MAY BEGIN ON ANY LOT IN THIS SUBDIVISION UNTIL PLANS FOR THE PRIVATE ON-SITE WASTEWATER DISPOSAL SYSTEM ARE SUBMITTED AND APPROVED BY THE CALDWELL COUNTY ON-SITE WASTEWATER PROGRAM.
- THESE RESTRICTIONS ARE ENFORCEABLE BY THE CALDWELL COUNTY ON-SITE WASTEWATER PROGRAM AND FOR LOT OWNERS.

KASI MILES DATE
DIRECTOR OF SANITATION

THIS SUBDIVISION IS FOR RESIDENTIAL USE.
THE LOTS IN THIS SUBDIVISION ARE INTENDED FOR SINGLE FAMILY USE. ANY USE OTHER THAN SINGLE FAMILY OR ANY DEVELOPMENT THAT PURPOSES IMPROVED COVER IN EXCESS OF 20% MUST PROVIDE ON-SITE DETENTION FACILITIES DESIGNED TO MEET CALDWELL COUNTY, SPECIFICATIONS.

THE COUNTY WILL ASSUME NO RESPONSIBILITY DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROADS SYSTEMS OR STREETS.

THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE REPRESENTATION BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA IN PARTICULAR MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT. THAT ALL PUBLIC ROADWAYS AND EASEMENT AS SHOWN ON THIS PLAT ARE FREE OF LIENS.

WATER SERVICE IS LIMITED TO ONE METER PER LOT, SERVING ONE SINGLE FAMILY DWELLING UNIT, I.E. SERVICE WILL NOT BE PROVIDED TO MULTIPLE DWELLING UNITS ON ANY LOT OR TRACT WITHIN THIS SUBDIVISION OF THE ORIGINAL 10.009 ACRES. WATER SERVICE WILL NOT BE PROVIDED TO LOTS CREATED BY RESUBDIVISION OF ANY ORIGINAL PLATTED LOTS OR TRACT SOLD BY METES AND BOUNDS WITHOUT THE PRIOR APPROVAL OF POLONIA WSC.

THIS SUBDIVISION LIES WITHIN THE SERVICE AREA OF POLONIA WSC AND QUALIFIES FOR WATER SERVICE IF THE PROVISION OF POLONIA WSC WATER TARIFF ARE COMPLIED WITH. IT IS RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION TO INSTALL ALL WATER LINES REQUIRED TO SERVE THE SUBDIVISION AND NECESSARY TO PROVIDE WATER TO INDIVIDUAL LOTS OR TRACTS. THE POLONIA WSC COMMITMENT TO SUPPLY WATER TO THIS SUBDIVISION IS SUBJECT TO RULES AND REGULATIONS CONCERNING SERVICE WHICH ARE CONTAINED IN THE TARIFF. AFTER PURCHASING A LOT OR TRACT, THE OWNER OF THE LOT OR TRACT MUST PAY ALL FEES REQUIRED FOR WATER SERVICE TO HAVE A METER SET.

ALL SEPTIC SYSTEMS MUST BE IN COMPLIANCE WITH ALL APPLICABLE STATE AND COUNTY REGULATIONS.

I, TERESA RODRIGUEZ, COUNTY CLERK IN AND FOR CALDWELL COUNTY, TEXAS DO HEREBY CERTIFY THAT THIS MAP OR PLAT HAS BEEN FULLY PRESENTED AND APPROVED BY THE COMMISSIONERS COURT OF CALDWELL COUNTY, TEXAS ON THE _____ DAY OF _____, 2023 TO BE RECORDED IN THE PLAT RECORDS OF CALDWELL COUNTY, TEXAS.

TERESA RODRIGUEZ
CALDWELL COUNTY CLERK

I, TERESA RODRIGUEZ, COUNTY CLERK IN AND FOR CALDWELL COUNTY, TEXAS DO HEREBY CERTIFY THAT THE FOLLOWING INSTRUMENT WITH THIS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE THE _____ DAY _____, 2023, IN THE PLAT RECORDS OF CALDWELL COUNTY, TEXAS IN PLAT CABINET _____ AT SLIDE _____.

TERESA RODRIGUEZ
CALDWELL COUNTY CLERK

FLOODPLAIN INFORMATION:

ACCORDING TO HORIZONTAL SCALING FROM THE CURRENT FEMA FLOOD INSURANCE RATE MAP NO. 480502050E, DATED JUNE 18, 2012, A PORTION OF THIS TRACT LIES WITHIN ZONE A.

BENCHMARK NOTES:
CONTROL BEARING BASIS INFORMATION

BEARING BASIS: GRID NORTH PER TEXAS STATE PLANE COORDINATE SYSTEM OF 1983 (NAD83), SOUTH CENTRAL ZONE, BASED ON GPS SOLUTIONS. COORDINATES ARE GRID; HOWEVER, DISTANCES AND AREAS SHOWN HEREON ARE REPORTED AT SURFACE VALUES BASED ON THE SURFACE ADJUSTMENT FACTOR OF 1.00013003.

- LEGEND
- IRON PIPE FOUND
 - IRON ROD FOUND
 - IRON ROD SET
 - CAPPED "RPLS 5687"
 - 50 D-NAIL
 - "X" IN CONCRETE
 - D.E. DRAINAGE EASEMENT
 - (BRG-DIST.) RECORD CALL
 - POWER POLE
 - OVERHEAD ELECTRIC LINE
 - WIRE FENCE
 - CONTIGUOUS OWNERSHIP
 - O.P.R.C.C.TX. OFFICIAL PUBLIC RECORDS CALDWELL COUNTY TX.
 - D.R.C.C.TX. DEED RECORDS CALDWELL COUNTY TX.
 - 100 YR Flood Plain
 - Proposed Lot Line

Date: 12/2/2023
Check by: AWD
Drawn by: MBS
Scale: 1" = 50'-0"
Project No.

DODSON CIVIL GROUP
361 MIDDLE CREEK DRIVE
BUDA, TX 78610-2763
FIRM # 20870

CH - CALLIHAN
1115 CALLIHAN ROAD
LULING, TEXAS 78648

PRELIMINARY PLAT

CH - CALLIHAN
LOCATED IN THE NANCY REAVILLE SURVEY A--248 AND BEING ALL OF A TRACT OF LAND CALLED 13.177 ACRES AND CONVEYED TO BRUCE W. ZACHARY ET UX BY DEED RECORDED IN VOLUME 140 PAGE 18 COUNTY OF CADWELL, STATE OF TEXAS

PRELIMINARY PLAT OF CH - CALLIHAN:
BEING A CALLED 13.177 ACRE TRACT OF LAND SITUATED IN THE NANCY REAVILLE SURVEY - ABSTRACT NO. 248, CALDWELL COUNTY, TEXAS. CONVEYED TO ROBERT LEE PLANT AND TAMARA A. PLANT, BY DEED DATED MA 28, 2009 AND RECORDED IN VOLUME 570, PAGE 153, OFFICIAL PUBLIC RECORDS, CALDWELL COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD MARKING THE NORTH CORNER OF SAID PLANT CALLED 13.177 ACRE TRACT, SAME BEING A COMMON WEST CORNER OF THAT CERTAIN CALLED 12.96 ACRE TRACT OF LAND CONVEYED TO HILDA GARZA WILT, BY DEED RECORDED IN DOCUMENT NO. 2018-00374, OFFICIAL PUBLIC RECORDS, CALDWELL COUNTY, TEXAS, SAME BEING IN THE SOUTHEAST LINE OF BUGTUSSEL LANE - COUNTY ROAD NO. 115, A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY:

THENCE SOUTH 41°25'27" EAST (S39°35'30"E RECORD), DEPARTING SAID BUGTUSSEL LANE, WITH THE NORTHEAST LINE OF SAID PLANT CALLED 13.177 ACRE TRACT, WITH THE COMMON SOUTHWEST LINE OF SAID WILT CALLED 12.96 ACRE TRACT, ALONG THE MEANDERS OF A WIRE FENCE, A DISTANCE OF 1,091.15 FEET (1,091.39' RECORD), TO A 1/2" IRON ROD FOUND IN A FENCE CORNER FOR THE EAST CORNER OF SAID PLANT, CALLED 13.177 ACRE TRACT, AND THE EAST CORNER OF THE TRACT OF LAND HEREIN DESCRIBED, AND THE COMMON SOUTH CORNER OF SAID WILT CALLED 12.96 ACRE TRACT, AND ALSO BEING IN THE NORTHWEST LINE OF THAT CERTAIN CALLED 98.0 ACRE TRACT OF LAND CONVEYED TO CLIDE M. AND ELVERIE V NALLS ESTATE, BY DEED RECORDED IN VOLUME 188, PAGE 728, OFFICIAL PUBLIC RECORDS, CALDWELL COUNTY, TEXAS;

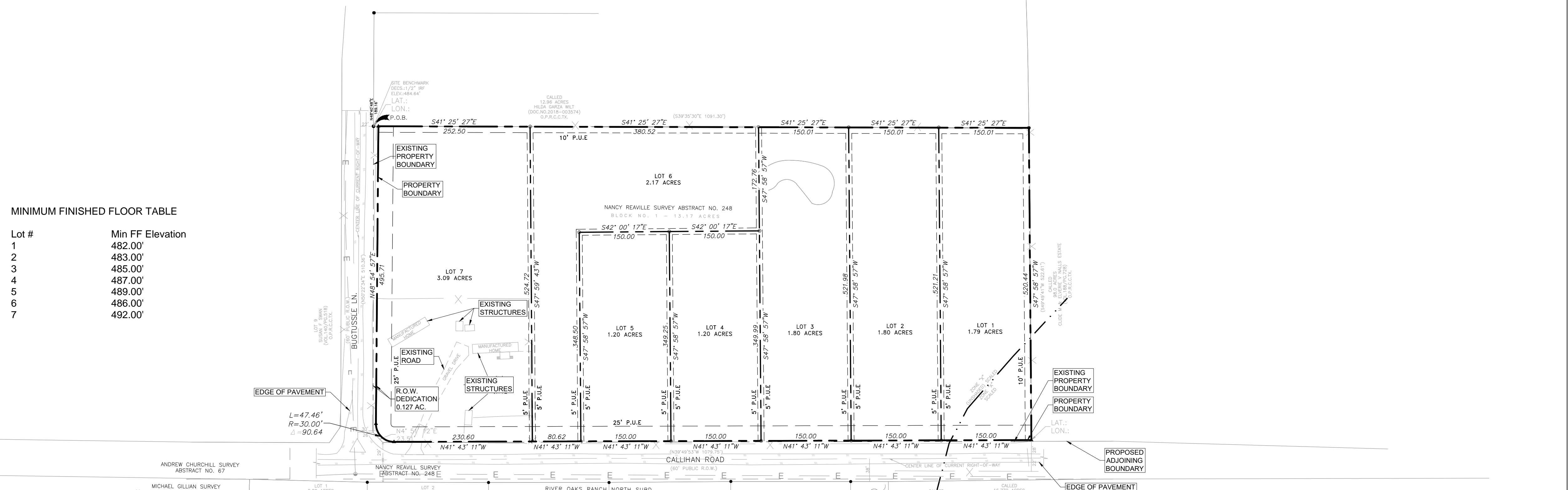
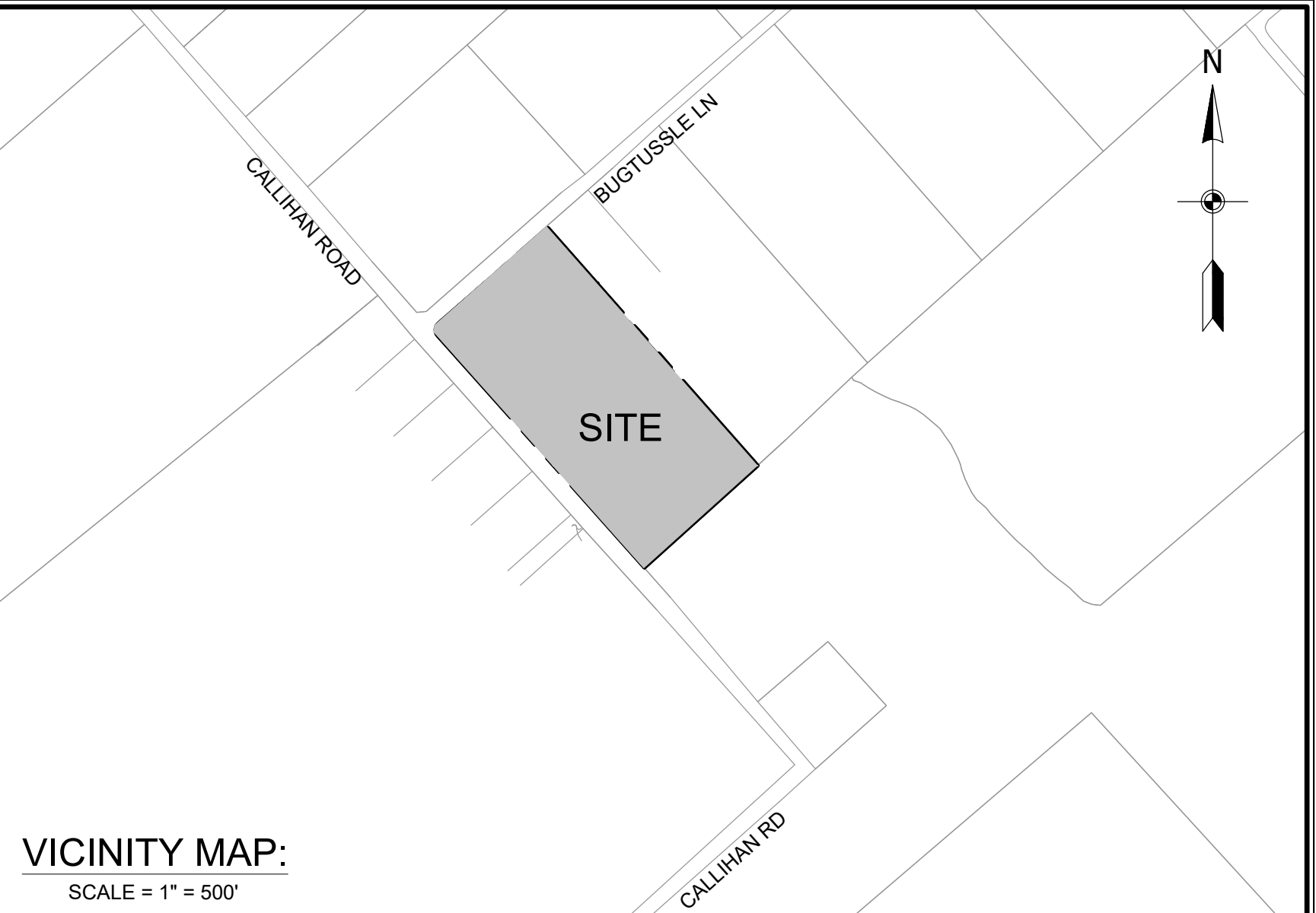
THENCE SOUTH 47°56'57" WEST (S40°49'14"E RECORD), DEPARTING SAID WILT CALLED 12.96 ACRE TRACT, WITH THE SOUTHWEST LINE OF SAID PLANT CALLED 13.177 ACRE TRACT, THE COMMON NORTHWEST LINE OF SAID NALLS ESTATE CALLED 98.0 ACRE TRACT, ALONG THE MEANDERS OF A WIRE FENCE, A DISTANCE OF 522.49 FEET (522.61' RECORD), TO A 60 D-NAIL FOUND ON A CORNER FENCE POST FOR THE SOUTH CORNER OF SAID PLANT CALLED 13.177 ACRE TRACT, AND THE SOUTH CORNER OF THE TRACT OF LAND HEREIN DESCRIBED, AND BEING THE COMMON WEST CORNER OF SAID NALLS ESTATE CALLED 98.0 ACRE TRACT, AND ALSO BEING IN THE NORTHEAST LINE OF CALLIHAN ROAD - COUNTY ROAD NO. 112, A VARIABLE WITH PUBLIC RIGHT-OF-WAY;

THENCE NORTH 41°39'39" WEST (N39°49'53"W RECORD), DEPARTING SAID NALLS ESTATE CALLED 98.0 ACRE TRACT, WITH THE SOUTHWEST LINE OF SAID PLANT CALLED 13.177 ACRE TRACT, AND THE COMMON NORTHEAST LINE OF SAID CALLIHAN ROAD, AND THE MEANDERS OF A WIRE FENCE, A DISTANCE 1,079.76 FEET (1,079.75' RECORD) TO A 60 D-NAIL FOUND ON A CORNER FENCE POST FOR A WESTERLY CORNER OF SAID PLANT CALLED 13.177, AND A WESTERLY CORNER OF THE TRACT OF LAND HEREIN DESCRIBED, AND BEING A CORNER CORNER OF THE INTERSECTION OF THE AFOREMENTIONED BUGTUSSEL LANE;

THENCE NORTH 04°23'33" EAST (N46°38'4"W RECORD), CONTINUING WITH THE SOUTHWEST LINE OF SAID PLANT CALLED 13.177 ACRE TRACT AND THE COMMON NORTHEAST LINE OF SAID CALLIHAN ROAD, AND MEANDERS OF A WIRE FENCE, A DISTANCE OF 23.44 FEET (23.55' RECORD) TO A 60 D-NAIL FOUND ON A CORNER FENCE POST, FOR THE MOST WESTERLY CORNER OF SAID PLANT CALLED 13.177 ACRE TRACT AND THE MOST WESTERLY CORNER OF THE TRACT OF LAND HEREIN DESCRIBED; AND BEING IN THE SOUTHWEST LINE OF AFOREMENTIONED BUGTUSSEL LANE;

THENCE NORTH 48°31'28" EAST (N50°22'28"E RECORD), WITH THE NORTHWEST LINE OF SAID PLANT CALLED 13.177 ACRE TRACT AND THE COMMON SOUTHWEST LINE OF SAID BUGTUSSEL LANE, AND MEANDERS OF A WIRE FENCE, A DISTANCE OF 510.12 FEET (510.36' RECORD), TO THE POINT OF BEGINNING AND CONTAINING 13.177 ACRES OF LAND.

- GENERAL NOTES:
- THIS SUBDIVISION IS LOCATED WITHIN CALDWELL COUNTY.
 - UTILITY SERVICES PROVIDED BY:
ELECTRIC: BLUEBONNET ELECTRIC COOPERATIVE
WATER: MAXWELL WATER CORP.
WASTEWATER: OSSF
TELEPHONE: CENTURY LINK OR SPECTRUM
NATURAL GAS (IF USED): CENTERPOINT ENERGY
ALL OTHER UTILITIES, GAS, CABLE, INTERNET, ETC. ARE THE OWNERS RESPONSIBILITY.
 - ALL DRAINAGE AND ACCESS EASEMENTS ON PRIVATE PROPERTY SHALL BE OWNED, OPERATED AND MAINTAINED BY THE PROPERTY OWNER OR HIS/HER ASSIGNS.
 - SIDEWALKS ARE REQUIRED AT THE TIME OF SITE DEVELOPMENT.
 - FENCES MEANDER.
 - BEARINGS, DISTANCES AND AREAS IN PARENTHESIS ARE FROM RECORD INFORMATION.
 - ACCORDING TO THE NATIONAL FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 480502050E, DATED JUNE 18, 2012, THIS LOT IS LOCATED IN ZONE "X" (UNSHADED), WHICH IS AN AREA OUTSIDE THE FEMA DESIGNATED 100-YEAR FLOODPLAIN, AND IN ZONE "A" (SHADED), WHICH IS AN AREA INSIDE THE FEMA DESIGNATED 100-YEAR FLOODPLAIN.
 - BEARING BASIS: GRID NORTH PER TEXAS STATE PLANE COORDINATE SYSTEM (NAD83), GEOID 12B, SOUTH CENTRAL ZONE, BASED ON GPS SOLUTIONS. COORDINATES ARE GRID; HOWEVER, DISTANCES AND AREAS SHOWN HEREON ARE REPORTED AT SURFACE VALUES BASED ON THE SURFACE ADJUSTMENT FACTOR OF 1.00013003.
 - PRAIRIE LEA INDEPENDENT SCHOOL DISTRICT
 - BUILDING SETBACK ALONG FRONT RIGHT-OF-WAY SHALL BE 20 FEET AND PUBLIC UTILITIES EASEMENTS SHALL BE 5 FEET FROM SIDE LOT LINES AND AS SHOWN HEREON.
 - 7 LOTS - 13.050 AC. + P.O.W. - 0.127 AC. = TOTAL ACRES - 13.177 AC.
 - RIGHT-OF-WAY DEDICATED THIS PLAT - 0.127 AC.
 - NO LOTS ARE TO BE OCCUPIED UNTIL OSSF PERMITTED OR PUBLIC SEWER, WATER, ELECTRICITY AND ROADS HAVE BEEN PROVIDED AND CONSTRUCTION IS COMPLETED AND APPROVED BY CALDWELL COUNTY SANITATION DEPARTMENT.
 - BLOCKING THE FLOW OF WATER OR CONSTRUCTION OF IMPROVEMENTS IN DRAINAGE EASEMENTS, AND FILLING OR OBSTRUCTION OF THE FLOODWAY IS PROHIBITED, AND THE EXISTING CREEKS OR DRAINAGE CHANNELS TRAVERSING ALONG OR ACROSS THE SUBDIVIDED TRACTS WILL REMAIN AS OPEN CHANNELS, AND WILL BE MAINTAINED BY THE INDIVIDUAL OWNER OF THE LOT OR LOTS THAT ARE TRaversED BY OR ADJACENT TO THE CREEKS OR DRAINAGE CHANNELS, AND CALDWELL COUNTY WILL NOT BE RESPONSIBLE FOR ANY PROPERTY DAMAGE, PERSONAL INJURY, OR LOSS OF LIFE BY FLOODING CONDITIONS; AND CALDWELL COUNTY WILL NOT BE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF DRAINAGE WAYS FOR THE CONTROL OF EROSION LOCATED ON PRIVATE PROPERTY. CALDWELL COUNTY EMPLOYEES SHALL HAVE THE RIGHT TO ENTER AND DRAINAGE EASEMENT.
 - Property falls within Tricomunity Volunteer Fire Department service area and Caldwell County EMS.



MINIMUM FINISHED FLOOR TABLE

Lot #	Min FF Elevation
1	482.00'
2	483.00'
3	485.00'
4	487.00'
5	489.00'
6	486.00'
7	492.00'

Date: 12/2/2023
Check by: AWD
Drawn by: MBS
Scale: 1" = 50'-0"
Project No.

DODSON CIVIL GROUP
361 MIDDLE CREEK DRIVE
BUDA, TX 78610-2763
FIRM # 20870

CH - CALLIHAN
1115 CALLIHAN ROAD
LULING, TEXAS 78648

PRELIMINARY PLAT

PREPARED FOR: _____
DATE: 12-08-23

SHEET 1 OF 3



7401B Highway 71 West, Suite 160
Austin, TX 78735
Office: 512.583.2600
Fax: 800.587.2817

Doucetengineers.com

January 2, 2024

Kasi Miles
Caldwell County
1700 FM 2720
Lockhart, Texas 78644

Re: CH- Callihan Subdivision Preliminary Plat
Project No. 1911-321-01

Dear Ms. Miles,

Doucet has completed our review of the preliminary plat application for CH-Callihan, a 7-lot subdivision of +/-13.177 acres located at Callihan Road and Bugtussle Lane. The subdivision will be served by OSSF and water provided by Maxwell Water Corporation.

The preliminary plat appears to be in general conformance with the rules and regulations of Caldwell County. Therefore, we recommend placing the plat on the Commissioners Court agenda for consideration.

It is our pleasure to be of assistance to the County on this project.

Kimberly Johnson-Hopkins

Kimberly Johnson-Hopkins
Planner, Land Development

TBPE Firm # 3937
State of Texas Surveying Firm Certification # 10105800

COMMITMENT YOU EXPECT.
EXPERIENCE YOU NEED.
PEOPLE YOU TRUST.

Caldwell County Development Application



Date Submitted

Type of Application

- Preliminary Plat
- Final Plat (New)
- Short Form Final Plat
- Replat
- Subdivision Construction Plans
- Floodplain
- Commercial Development

Application Contacts

1. Owner Information (i.e. Land owner name, address, contact name, phone, email)

Robert Plant
1115 Callihan Rd
Luling, TX 78648

texastwister6668@yahoo.com

2. Applicant Information (i.e. Developer name, address, contact name, phone, email)

Dodson Civil Group
Andrew Dodson, PE
361 Middle Creek
Buda, TX 78610

512-748-3253
dodsoncivil@gmail.com

3. Designated Contact (i.e. Person County will coordinate with in regards to comments/approvals. Include name, address, contact name, phone, email)

Dodson Civil Group
Andrew Dodson, PE
361 Middle Creek
Buda, TX 78610
512-748-3253
dodsoncivil@gmail.com

4. Consultants (*If applicable)

Dodson Civil, Ash & Associates

Licensed Professional Engineer*:

Andrew Dodson, PE
Dodson Civil Group

Registered Professional Land Surveyor*:

Ash & Associates
142 Jackson Lane
San Marcos, TX 78666
512-392-1719
justin@ashandassociates.net

Registered Sanitarian*:

Geoscientists*:

Application Questionnaire

Property Address (or approximate location)

1115 Callihan Rd, Luling, TX

Survey Information (Survey/Abstract, Acreage, Recorded Vol/Pg/Instrument):

13.7 acres Nancy Reaville Survey, Abstract 248 recorded in Vol 570 Pg 153

Parcel Tax ID Number

Caldwell County Precinct Number

- Precinct 1
- Precinct 2
- Precinct 3
- Precinct 4

Located in City ETJ:

- Yes, City Name: _____
- No

Anticipated source of water in the development

- Individual Wells
- Rainwater Collection System(s)
- From Groundwater
- From Surface Water
- Water Provider: Maxwell WSC

Anticipated wastewater system in the development

- Standard/Conventional On-Site Sewage Facility
- Advanced On-Site Sewage Facility
- Sewer Provider: _____

Project Description

Proposed preliminary plat creating 7 lots

Subdivision Plat Application Questionnaire

Proposed Name of Subdivision:

CH Callihan

If application is for a replat (list reason(s) for the replat)

Total Acreage of Subject Property

13.177

Total Proposed Residential Lots

7

Total Proposed Commercial Lots

0

Type of Construction

Water taps only

Has Appropriate Application Checklist been attached?

Yes

No

Owner's Certification

I hereby certify that I have given permission for the below applicant to submit this Application and to represent me in all matters affecting said Application. The below individual will be known as the "Applicant"

Owner Name: _____ Phone Number: _____

Applicant Name: _____ Phone Number: _____

Owner Email: _____

Owner Signature: _____

Subdivision Plat Application Questionnaire

Proposed Name of Subdivision:

CH Callahan

If application is for a replat (list reason(s) for the replat)

[Empty box for replat reasons]

Total Acreage of Subject Property

13.177

Total Proposed Residential Lots

8

Total Proposed Commercial Lots

0

Type of Construction

water services only

Has Appropriate Application Checklist been attached?

Yes

No

Owner's Certification

I hereby certify that I have given permission for the below applicant to submit this Application and to represent me in all matters affecting said Application. The below individual will be known as the "Applicant"

Owner Name: ROBERT PLANT Phone Number: 512-667-4453

Applicant Name: Andrew Dodson, PE Phone Number: 512-748-3253

Owner Email: TEXASTWISTER6668@yahoo.com

Owner Signature:  04/28/23

32-81/1110 1041

CHAD COTTON
7601 ALMOND CV
AUSTIN, TX 78750-8160

CHASE PRIVATE CLIENT

DATE 1/4/24

PAY TO THE ORDER OF Caldwell County
Eighteen hundred and 00/100 \$ 1800⁰⁰

JPMorgan Chase Bank, N.A.
Prelim. Intake # 1911-321-01

MEMO Nm: CH Cotton Addition/Cotton Ranch

[Signature]

CALDWELL COUNTY SANITATION DEPT.
1700 FM 2720
LOCKHART, TEXAS 78644
(512) 398-1803

09774
DATE 1-4-23

RECEIVED FROM Chad Cotton \$ 1,800.⁰⁰

FOR One thousand eight hundred dollars + no cents
pre plat fees for Cotton Ranch

AMOUNT OF ACCOUNT

THIS PAYMENT	1,800.00
BALANCE DUE	0

CASH
 CHECK
 CREDIT CARD
 MONEY ORDER

BY Kase L Miles

Thank You



Preliminary Plat
CH Callihan
OSSF FACILITY
PLANNING REPORT
BALDWELL COUNTY, TEXAS



5-25-23



Wastewater Facility Report

Overview: This report will cover site specific information to assist the owner/developer with onsite septic facility planning. It will look at soil conditions anticipated flows, and OSSF options for this specific site.

Site Vegetation: The site is currently mostly covered with open grassland and some small tree canopies.

Site Soil Conditions: The site is comprised of Crocket Sandy Loam and Crocket soils. The soils are consistent with the region. They fall into Hydrologic Soil Group D.

Site Drainage: The site drains from the southwest to the northeast along the rear property line and flows through an existing stock tank. There is a very small area of flood plain on the rear of the property, it does not affect any building areas.

Wastewater Flows: Anticipated flows will be typical residential volumes. For a standard 3-bedroom home, 225 gallons per day should be used in sizing the system. Due to the soil constraints, spray systems are recommended for this development.

System Types & Location: Standard required setbacks should be followed when designing and laying out the system. The tank portion will need to be downstream of the building areas. The disposal systems cannot be traditional ET systems, but advanced spray systems can be placed anywhere onsite that meet setback requirements. The use of low-pressure spray systems is recommended over LPD, due to natural soil conditions. Utilizing a LPD system would require better soils to be brought in to construct the disposal beds and spray systems would be limited to residential developments only.



Attachments:

- 1. Proposed subdivision**
- 2. Typical OSSF site plan**
- 3. NRCS Soil Map**
- 4. NRCS Soil Rating**
- 5. Onsite drainage/topographic map**
- 6. FEMA FIRM Panel**

Thank you for your review of this report. Should you have further questions, please feel free to contact me directly at 512-748-3253 or via email dodsoncivil@gmail.com

Sincerely,

Andrew Dodson

**Andrew Dodson, PE
Dodson Civil Group, LLC**

STATE OF TEXAS
CALDWELL COUNTY

KNOW ALL MEN BY THESE PRESENTS, THAT ROBERT LEE PLANT AND TAMARA A. PLANT, THE UNDERSIGNED OWNERS OF TRACT 13.16 ACRES OF LAND SHOWN ON THIS PLAT AND DESCRIBED AND BOUNDARIES HEREAFTER AS BEING DUE NORTH BOUNDARY OF HENRY BOUNDARY AND 13.17 ACRES OF LAND AND BEING ADJACENT TO THE LINE OF THE PUBLIC HIGHWAY, THE PRESENTS AND HEREAFTER HEREBY CONVEY TO THE PUBLIC ALL BARRIERS FOR THE ABOVE USE OF ALL PUBLIC UTILITIES DESIGNED TO USE THE SAID TRACT AND PUBLIC UTILITIES TO BE MAINTAINED AND NOT BE MOVED AS TO ANY PART OF ANY GROWTH OR CONSTRUCTION FOR ANY SERVICE OR SERVICE USE OF ITS RESPECTIVE SYSTEMS IN SUCH BARRIERS.

FERRIN T. ISLAS AND MARY A. ISLAS
P.O. BOX 1125
LOCKHART, TX 78644
CALDWELL COUNTY

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED ROBERT LEE PLANT, SHOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING DOCUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS STATED HEREAFTER.
GIVEN MY COMMISSION EXPIRES _____

COUNTY PUBLIC CLERK OF TEXAS

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED HENRY B. ROBERT, SHOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING DOCUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS STATED HEREAFTER.
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CALDWELL COUNTY

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STATE OF TEXAS
CALDWELL COUNTY

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COUNTY PUBLIC CLERK OF TEXAS

STATE OF TEXAS
CALDWELL COUNTY

KNOW ALL MEN BY THESE PRESENTS, THAT ROBERT LEE PLANT AND TAMARA A. PLANT, THE UNDERSIGNED OWNERS OF TRACT 13.16 ACRES OF LAND SHOWN ON THIS PLAT AND DESCRIBED AND BOUNDARIES HEREAFTER AS BEING DUE NORTH BOUNDARY OF HENRY BOUNDARY AND 13.17 ACRES OF LAND AND BEING ADJACENT TO THE LINE OF THE PUBLIC HIGHWAY, THE PRESENTS AND HEREAFTER HEREBY CONVEY TO THE PUBLIC ALL BARRIERS FOR THE ABOVE USE OF ALL PUBLIC UTILITIES DESIGNED TO USE THE SAID TRACT AND PUBLIC UTILITIES TO BE MAINTAINED AND NOT BE MOVED AS TO ANY PART OF ANY GROWTH OR CONSTRUCTION FOR ANY SERVICE OR SERVICE USE OF ITS RESPECTIVE SYSTEMS IN SUCH BARRIERS.

FERRIN T. ISLAS AND MARY A. ISLAS
P.O. BOX 1125
LOCKHART, TX 78644
CALDWELL COUNTY

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED ROBERT LEE PLANT, SHOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING DOCUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS STATED HEREAFTER.
GIVEN MY COMMISSION EXPIRES _____

COUNTY PUBLIC CLERK OF TEXAS

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED HENRY B. ROBERT, SHOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING DOCUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS STATED HEREAFTER.
GIVEN MY COMMISSION EXPIRES _____

COUNTY PUBLIC CLERK OF TEXAS

STATE OF TEXAS
CALDWELL COUNTY

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FERRIN T. ISLAS AND MARY A. ISLAS
P.O. BOX 1125
LOCKHART, TX 78644
CALDWELL COUNTY

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GIVEN MY COMMISSION EXPIRES _____

COUNTY PUBLIC CLERK OF TEXAS

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED HENRY B. ROBERT, SHOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING DOCUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS STATED HEREAFTER.
GIVEN MY COMMISSION EXPIRES _____

COUNTY PUBLIC CLERK OF TEXAS

CH - CALLIHAN

LOCATED IN THE NANCY REAVILLE SURVEY A-248 AND BEING ALL OF A TRACT OF LAND CALLED 13.16 ACRES AND CONVEYED TO BRUCE W. ZACHARY ET UX BY DEED RECORDED IN VOLUME 140 PAGE 18 COUNTY OF CADWELL, STATE OF TEXAS

GENERAL NOTES

1. THIS SUBDIVISION IS LOCATED WITHIN CALDWELL COUNTY.
2. UTILITY SERVICES PROVIDED BY ELECTRIC, TELEPHONE, GAS, WATER, SEWER, TELEVISION, CABLE TV, OR OTHER PUBLIC UTILITIES SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.

FLOODPLAIN INFORMATION

ACCORDING TO HORIZONTAL SCALING FROM THE CURRENT FEMA FLOOD INSURANCE RATE MAP NO. 48040C01, DATED JUNE 19, 2013, A PORTION OF THIS TRACT LIES WITHIN ZONE A.

BOUNDARY NOTES

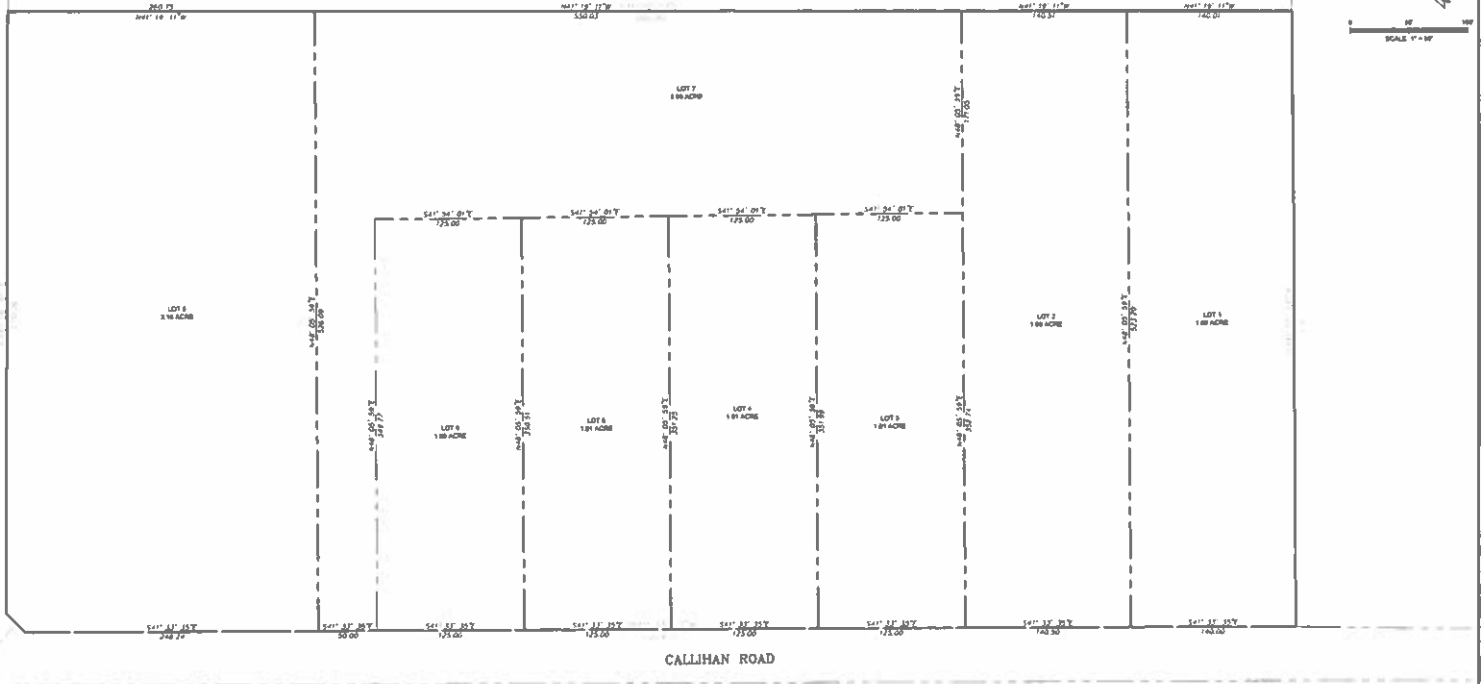
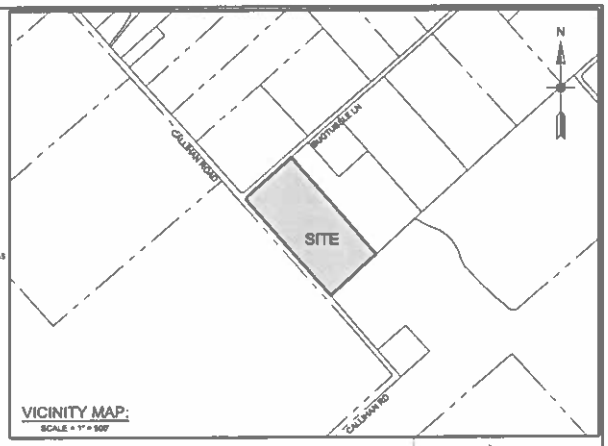
BEARING, DISTANCE, AND AREA FOR THIS TRACT SHALL BE AS SHOWN ON THE SURFACE ADJUSTMENT FACTOR OF THIS TRACT.

PRELIMINARY PLAT OF CH - CALLIHAN

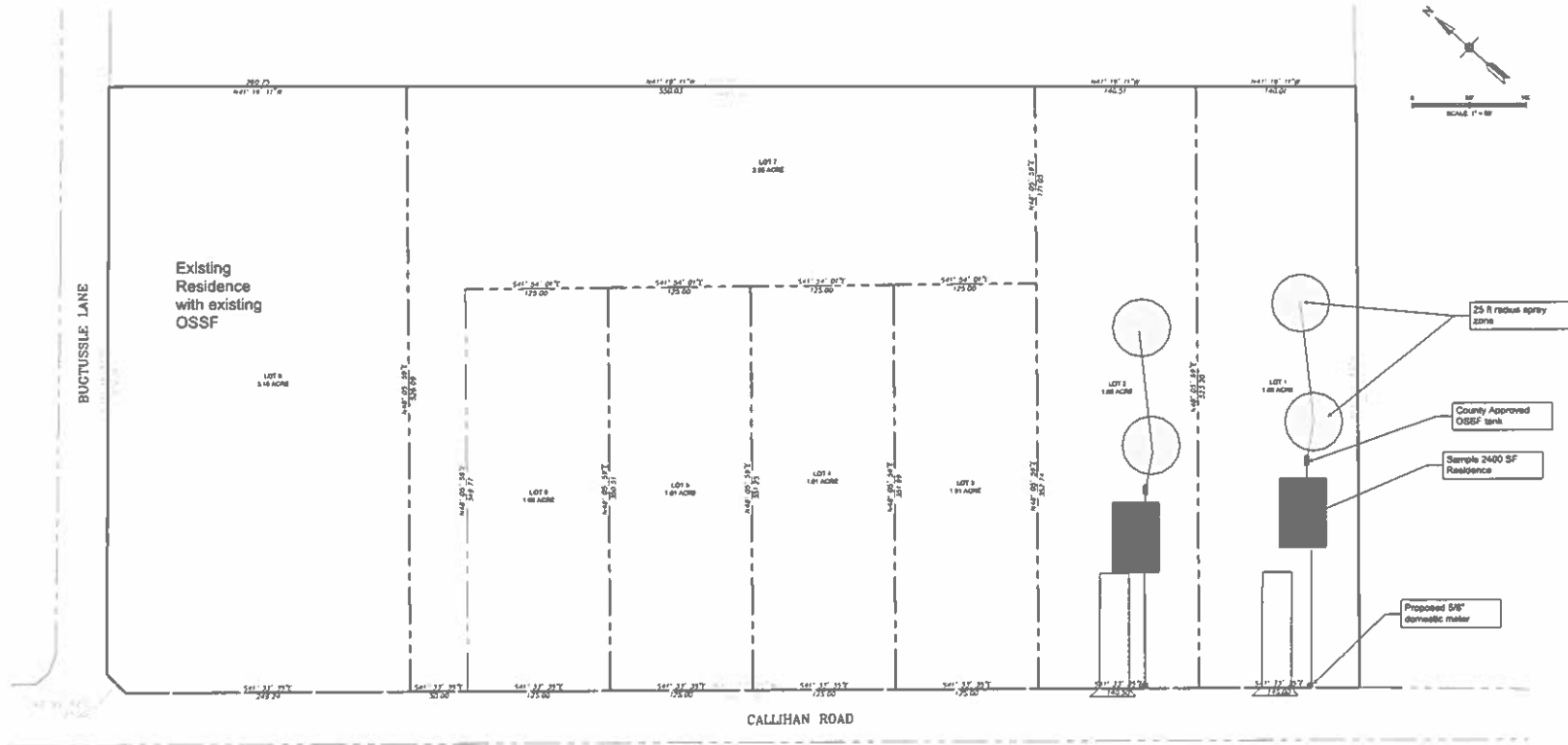
BEING 13.16 ACRES OF LAND MORE OR LESS, SITUATE IN THE NANCY REAVILLE SURVEY A-248, CALDWELL COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY BIRTH AND BOUNDARY HEREAFTER AS SET FORTH AND MORE AMPLIFIED BY THE SURFACE ADJUSTMENT FACTOR OF THIS TRACT.

LEGEND

- DEED RECORDS OF CALDWELL COUNTY, TEXAS
- OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS
- PROPERTY LINE
- PROPOSED CURB & GUTTER
- △ 1" PITCH FOOT COUNTRYSIDE PLASTIC CAP
- 4" HIGH FENCE POST FOUND
- 1" HIGH AND ROUND UNLESS OTHERWISE NOTED
- CONCRETE REBAR IN HOUSING FOUND
- △ 1" BOUNDARY SET WITH A PLASTIC CAP STAKED TO THE GROUND
- CONTROL POINT/STATION LOCATION



Date: 05/19/2021 Drawn by: AWD Checked by: MBS	 DODSON CIVIL GROUP 1511 MIDDLE CREEK DRIVE BUENA VISTA, TX 78603 PHONE: 781-761-7763	OVERALL PRELIM PLAT		FERRIN T. ISLAS AND MARY A. ISLAS P.O. BOX 1125 LOCKHART, TX 78644 CALDWELL COUNTY	SHEET 1 OF 3
--	---	----------------------------	--	---	-----------------



Soil Map—Caldwell County, Texas



Soil Map may not be valid at this scale.

Map Scale: 1:2,710 if printed on A portrait (8.5" x 11") sheet.



Map projection: Web Mercator Corner coordinates: WGS84 Edge ticks: UTM Zone 14N WGS84



MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)

Soils

 Soil Map Unit Polygons

 Soil Map Unit Lines

 Soil Map Unit Points

Special Point Features

 Blowout

 Borrow Pit

 Clay Spot

 Closed Depression

 Gravel Pit

 Gravelly Spot

 Landfill

 Lava Flow

 Marsh or swamp

 Mine or Quarry

 Miscellaneous Water

 Perennial Water

 Rock Outcrop

 Saline Spot

 Sandy Spot

 Severely Eroded Spot

 Sinkhole

 Slide or Slip

 Sodic Spot

 Spoil Area

 Stony Spot

 Very Stony Spot

 Wet Spot

 Other

 Special Line Features

Water Features

 Streams and Canals

Transportation

 Rails

 Interstate Highways

 US Routes

 Major Roads

 Local Roads

Background

 Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
 Web Soil Survey URL:
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Caldwell County, Texas
 Survey Area Data: Version 18, Aug 24, 2022

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Mar 13, 2022—Apr 6, 2022

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
CfB	Crockett fine sandy loam, 1 to 3 percent slopes	1.8	12.8%
CrC2	Crockett soils, 2 to 5 percent slopes, eroded	12.4	87.2%
Totals for Area of Interest		14.2	100.0%

Septic System; Disinfection, Surface Application (TX)—Caldwell County, Texas



Soil Map may not be valid at this scale.

Map Scale: 1:2,710 if printed on A portrait (8.5" x 11") sheet.



Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 14N WGS84



MAP LEGEND

Area of Interest (AOI)





 Area of Interest (AOI)

Background





 Aerial Photography

Soils





Soil Rating Polygons

-  Very limited
-  Somewhat limited
-  Not limited
-  Not rated or not available

Soil Rating Lines

-  Very limited
-  Somewhat limited
-  Not limited
-  Not rated or not available






Soil Rating Points

-  Very limited
-  Somewhat limited
-  Not limited
-  Not rated or not available

Water Features

 Streams and Canals

Transportation

-  Rails
-  Interstate Highways
-  US Routes
-  Major Roads
-  Local Roads

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
 Web Soil Survey URL:
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Caldwell County, Texas
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Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Mar 13, 2022—Apr 6, 2022

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Septic System; Disinfection, Surface Application (TX)

Map unit symbol	Map unit name	Rating	Component name (percent)	Rating reasons (numeric values)	Acres in AOI	Percent of AOI
CfB	Crockett fine sandy loam, 1 to 3 percent slopes	Not limited	Crockett (85%)		1.8	12.8%
CrC2	Crockett soils, 2 to 5 percent slopes, eroded	Not limited	Crockett, moderately eroded (46%)		12.4	87.2%
			Crockett (44%)			
Totals for Area of Interest					14.2	100.0%

Rating	Acres in AOI	Percent of AOI
Not limited	14.2	100.0%
Totals for Area of Interest	14.2	100.0%

Description

The Septic System; Disinfection, Surface Application (TX) interpretation is a tool for assessing soil limitations for surface septic systems designed to treat household effluent. Suburban dwellings and farm and ranch homesteads, outbuildings, and recreational facilities require a means to safely dispose of effluent. The ratings are not intended to substitute for or replace the need for an onsite soil investigation to determine a site's soil restrictions and suitability. The interpretation ratings simply identify limiting soil features that can be found in the soil mapping unit and that may exist on site.

The Texas Commission on Environmental Quality publishes criteria and rules governing the location and installation of Disinfection, Surface Application systems. These rules and criteria are contained in "Texas Commission on Environmental Quality - TCEQ; Chapter 285: On-Site Sewage Facilities". Onsite investigation, evaluation, and system design must be conducted by a qualified professional in compliance with TCEQ policy, rules, and design guidelines.

Septic System; Disinfection, Surface Applications are surface application systems consisting of small diameter pressurized lines containing pressure reducing emitters that distribute disinfected effluent on the soil surface. The system is a evapotranspiration system that utilizes vegetation and evaporation for treatment and utilization of effluent.

Soil properties and qualities that affect the treatment of the effluent are surface pH, depth to a seasonal high water table, depth to bedrock, depth to a cemented pan, and susceptibility to flooding or ponding. Shallow depth to bedrock, ice, or a cemented pan interferes with installation. Excessive slope may result in lateral seepage and surfacing of the effluent in down-slope areas. In addition, soil erosion is a hazard where absorption fields are installed in steep soils.

Ratings are both numerical and verbal. Numerical ratings or values indicate the relative severity or degree of limitation for individual soil restrictive (limiting) features. Ratings are shown for limiting soil features as decimal fractions ranging from 0.01 to 1.00. They indicate gradations between the point at which a soil feature has the greatest negative impact on the use (1.00), and the point at which the soil feature is not a limitation (0.00). Non-limiting soil features with a numerical rating of zero are not listed.

Rating class terms indicate the extent to which the soils are limited by the soil features that affect the soil interpretation. Verbal soil rating classes are based on the highest numerical rating for the most limiting soil feature(s) considered in the rating process. The "not limited" class (numerical value for the most restrictive feature = 0) indicates that the soil has no limiting features for the specified use. The "somewhat limited" class (numerical value for the most restrictive feature .01 to .99) indicates that the soil has limiting features for the specified use that can be overcome with proper planning, design, installation, and management. The effort required to overcome a soil limitation increases as the numerical rating increases. The "very limited" class (numerical value for the most restrictive feature = 1.00) indicates that the soil has one or more very limiting features that

can only be overcome with special planning, major soil modification, special design, or significant management practices.

Lesser soil restrictive features have a lower numerical value than the maximum used to rate the soil. They are identified to provide the user with additional information about soil limitations for the specific use. Lesser soil restrictive features also need to be considered in planning, design, installation, and management.

The map unit components listed for each map unit in the accompanying Summary by Map Unit table in Web Soil Survey or the Aggregation Report in Soil Data Viewer are determined by the aggregation method chosen, which is displayed on the report. An aggregated rating class is shown for each map unit. The components listed for each map unit are only those that have the same rating class as listed for the map unit. The percent composition of each component in a particular map unit is presented to help the user better understand the percentage of each map unit that has the rating presented.

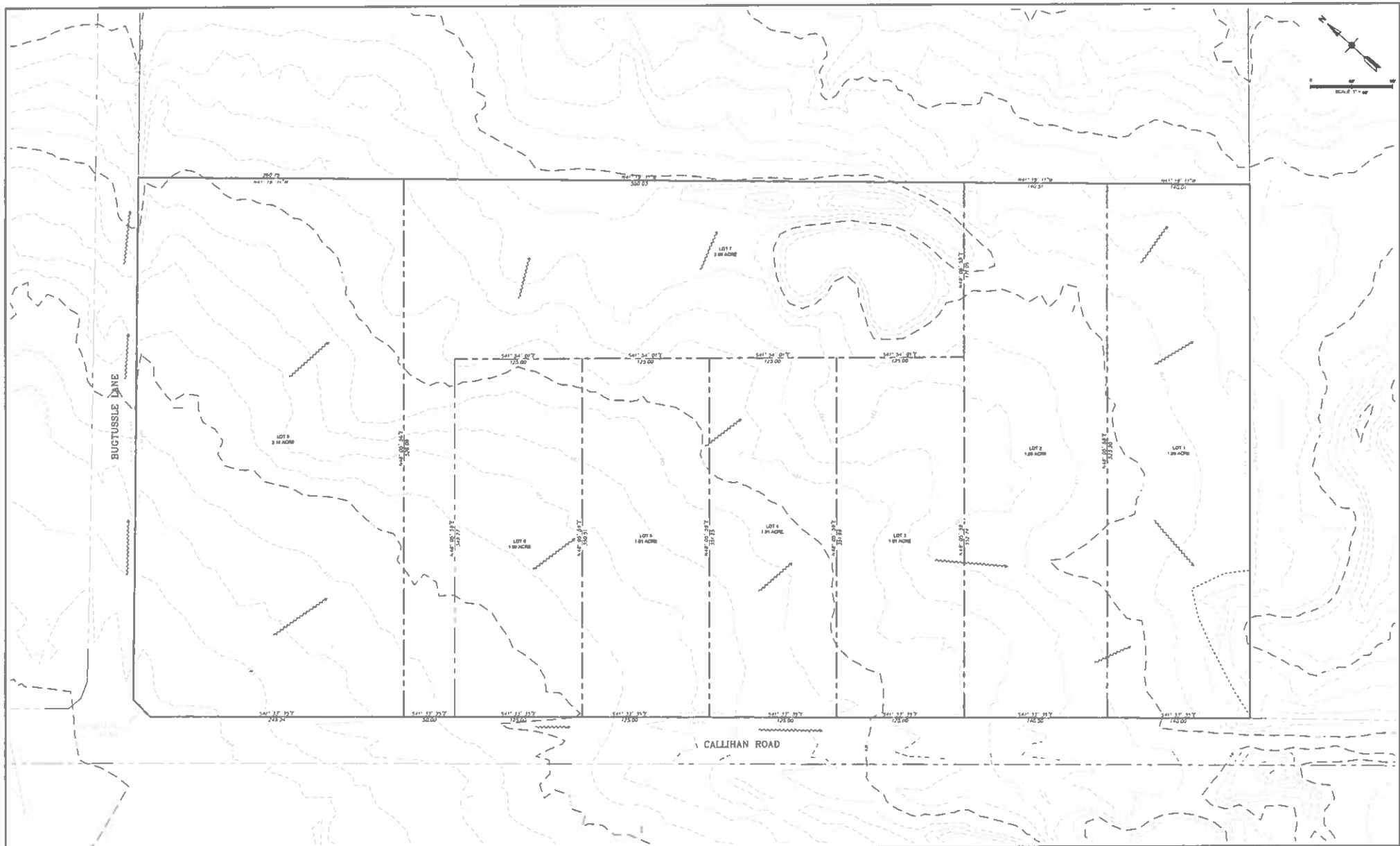
Other components with different ratings may be present in each map unit. The ratings for all components, regardless of the map unit aggregated rating, can be viewed by generating the Selected Soil Interpretations report with this interpretation included from the Soil Reports tab in Web Soil Survey or from the Soil Data Mart site. Onsite investigation is needed to validate these interpretations and to confirm the identity of the soil on a given site.

Rating Options

Aggregation Method: Dominant Condition

Component Percent Cutoff: None Specified

Tie-break Rule: Higher



Date: 05/19/2021
 Check by: AWD
 Drawn by: MBS
 Scale:
 Project No.:



**DODSON
 CIVIL GROUP**
 361 MIDDLE CREEK DRIVE
 BUDA, TX 78610-2763
 FROM # 20870

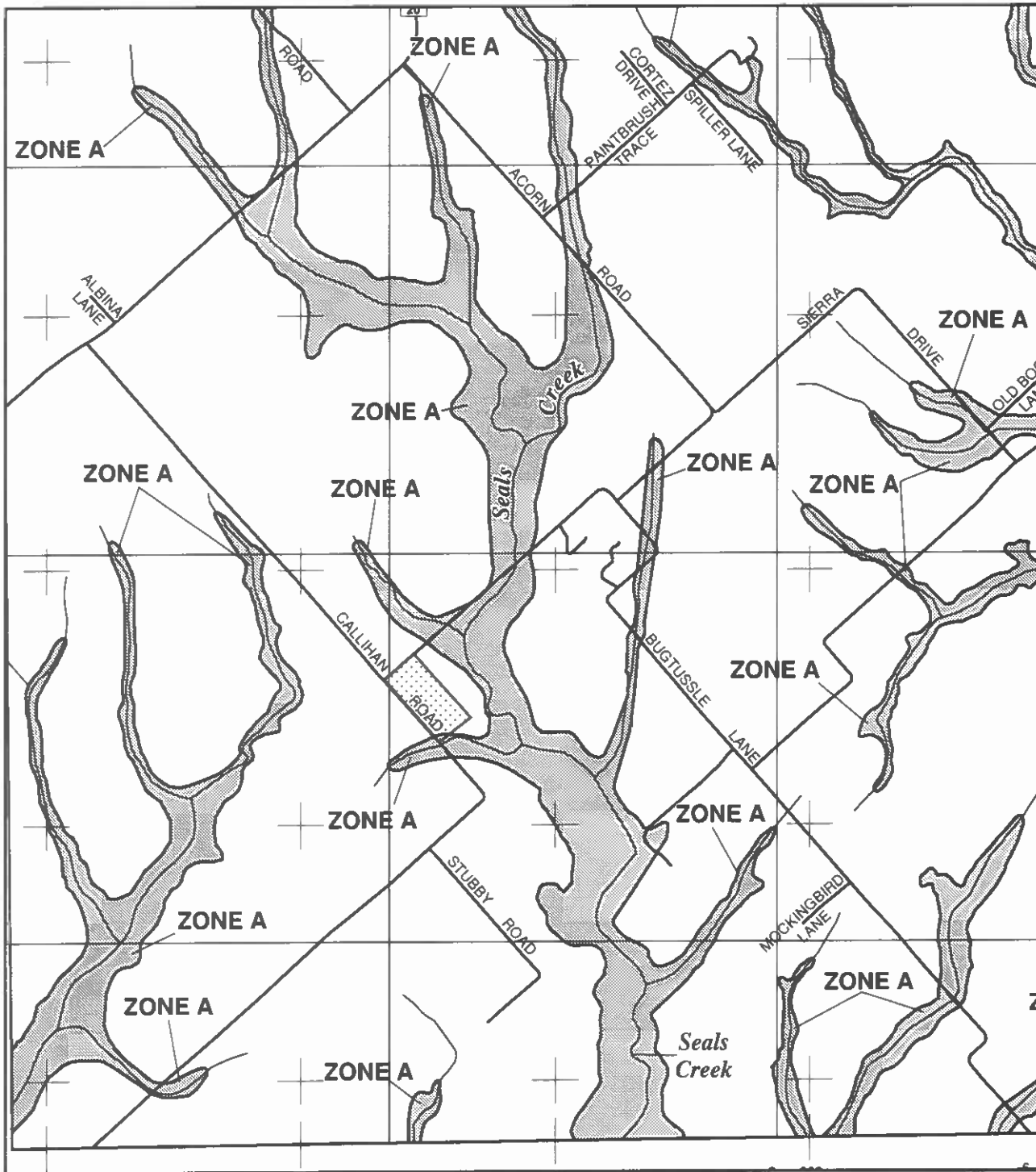
CH - CALLIHAN
 1115 CALLIHAN ROAD
 LULING, TEXAS 79848
 TOPOGRAPHIC MAP AND FLOW PATTERNS

NO.	REVISION



PERMIAN T. ISLAS AND MARY A. ISLAS
 P.O. BOX 1125
 LOCKHART, TX 78644
 CALDWELL COUNTY

SHEET
 2 OF 3



MAP SCALE 1" = 2000'



PANEL 0250E

FIRM
FLOOD INSURANCE RATE MAP
CALDWELL COUNTY,
TEXAS
AND INCORPORATED AREAS

PANEL 250 OF 425
 (SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

<u>COMMUNITY</u>	<u>NUMBER</u>	<u>PANEL</u>	<u>SUFFIX</u>
CALDWELL COUNTY	480094	0250	E
LOCKHART, CITY OF	480095	0250	E

Notice to User: The Map Number shown below should be used when placing map orders; the Community Number shown above should be used on insurance applications for the subject community.



MAP NUMBER
48055C0250E

EFFECTIVE DATE
JUNE 19, 2012

Federal Emergency Management Agency

This is an official FIRMette showing a portion of the above-referenced flood map created from the MSC FIRMette Web tool. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For additional information about how to make sure the map is current, please see the Flood Hazard Mapping Updates Overview Fact Sheet available on the FEMA Flood Map Service Center home page at <https://msc.fema.gov>.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Warranty Deed with Vendor's Lien

Date: May 28, 2009

Grantor: Fermin T. Islas and Mary A. Islas, husband and wife

Grantor's Mailing Address:

Fermin T. Islas and Mary A. Islas
P. O. Box 1125
Lockhart, TX 78644
Caldwell County

Grantee: Robert Lee Plant and Tamara A. Plant, husband and wife

Grantee's Mailing Address:

Robert Lee Plant and Tamara A. Plant
1115 Callihan Road
Lockhart, TX 78644
Caldwell County

Consideration:

Cash and a wraparound note ("Wraparound Lien Debt") of even date in the principal amount of ONE HUNDRED THIRTY-FIVE THOUSAND AND NO/100 DOLLARS (\$135,000.00) executed by Grantee, payable to the order of Grantor. The note is secured by a vendor's lien retained in this deed and by a deed of trust of even date from Grantee to Alan C. Fielder, trustee (collectively, the "Wraparound Lien").

Property (including any improvements):

BEING 13.177 acres of land, more or less, Nancy Reaville Survey, A-248, Caldwell County, Texas, and being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof.

Reservations from Conveyance:

None

Exceptions to Conveyance and Warranty:

1. Undivided one-half (1/2) interest of the oil, gas and minerals of grantors undivided interest in the property as reserved in a deed from Delma McWilliams, et al to Joe B. Smith dated December 13, 1973 and recorded in Volume 244 at Page 244 of the Deed Records of Caldwell County, Texas.
2. Undivided one-half (1/2) interest of the oil, gas and minerals of grantors undivided interest in the property as reserved in a deed from Earl McWilliams, et al to Joe B. Smith dated February 5, 1974 and recorded in Volume 361 at Page 247 of the Deed Records of Caldwell County, Texas.
3. Undivided one-half (1/2) interest of the oil, gas and minerals of grantors undivided interest in the property as reserved in a deed from Alta Hageman, et al to Joe B. Smith dated February 13, 1973 and recorded in Volume 361 at Page 250 of the Deed Records of Caldwell County, Texas.
4. Undivided one-half (1/2) interest of the oil, gas and minerals of grantors undivided interest in the property as reserved in a deed from Jonell Bluhm to Joe B. Smith dated February 13, 1973 and

recorded in Volume 361 at Page 254 of the Deed Records of Caldwell County, Texas.

- 5. Undivided one-half (1/2) interest of the oil, gas and minerals of grantors undivided interest in the property as reserved in a deed from H. B. Allen Estate to Joe B. Smith dated January 14, 1974 and recorded in Volume 361 at Page 257 of the Deed Records of Caldwell County, Texas.
- 6. Undivided one-half (1/2) interest of the oil, gas and minerals of grantors undivided interest in the property as reserved in a deed from Archie A. Roberts, et ux to The Veterans Land Board of the State of Texas dated January 26, 1982 and recorded in Volume 438 at Page 639 of the Deed Records of Caldwell County, Texas.
- 7. Easement from Archie A. Roberts, et ux to Maxwell Water Supply Corporation dated October 11, 1977, recorded in Volume 392 at Page 7 of the Deed Records of Caldwell County, Texas.

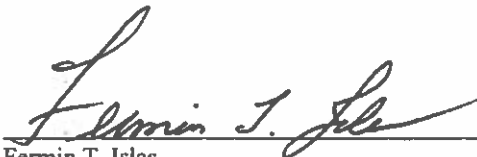
Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.


As a material part of the Consideration for this deed, Grantor and Grantee agree that Grantee is taking the Property "AS IS" with any and all latent and patent defects and that there is no warranty by Grantor that the Property has a particular financial value or is fit for a particular purpose. Grantee acknowledges and stipulates that Grantee is not relying on any representation, statement, or other assertion with respect to the Property condition but is relying on Grantee's examination of the Property. Grantee takes the Property with the express understanding and stipulation that there are no express or implied warranties except for limited warranties of title set forth in this deed.

This conveyance is made subject to the prior lien ("Underlying Lien") of a deed of trust recorded in Volume 403, Page 863 of the real property records of Caldwell County, Texas, to Gary Brown, trustee, which secures payment of a promissory note ("Underlying Lien Debt") in the principal amount of SEVENTY THOUSAND AND NO/100 DOLLARS (\$70,000.00) payable to First Lockhart National Bank. Grantee in this deed does not assume payment of that Underlying Lien Debt. As further consideration Grantor promises to keep and perform all the covenants and obligations of the grantor named in the Underlying Lien deed of trust and to indemnify, defend, and hold Grantee harmless against any damages caused by Grantor's breach of its obligations under the Underlying Lien Debt and related documents, as long as Grantee is not in default on the Wraparound Lien Debt and documents relating to it.

When the context requires, singular nouns and pronouns include the plural.



 Fermin T. Islas

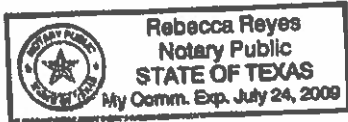


 Mary, A. Islas

STATE OF TEXAS)

COUNTY OF CALDWELL)

This instrument was acknowledged before me on May 28, 2009, by Fermin T. Islas.

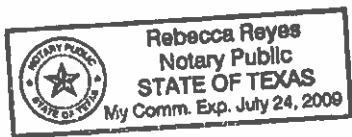


Rebecca Reyes
Notary Public, State of Texas
My commission expires: _____

STATE OF TEXAS)

COUNTY OF CALDWELL)

This instrument was acknowledged before me on May 28, 2009, by Mary A. Islas.



Rebecca Reyes
Notary Public, State of Texas
My commission expires: _____

PREPARED IN THE OFFICE OF:

Alan C. Fielder, Attorney at Law
119 S. Main St.
Lockhart, TX 78644
Tel: (512) 398-2338
Fax: (512) 398-7327

AFTER RECORDING RETURN TO:

Flowers-McDowell Abstract Co.
119 S. Main St.
Lockhart, TX 78644



Claude Hinkle Surveyors

All of a certain tract or parcel of land situated in Caldwell County, Texas and being a part of the Nancy Reaville Survey A--248 and being all of a tract of land called 13.16 acres and conveyed to Bruce W. Zachary et ux by deed recorded in Volume 140 Page 18 of the Official Records of Caldwell County, Texas and being more particularly described as follows:

BEGINNING at a 5/8" iron pin found used for basis of bearing in the North corner of the above mentioned 13.16 acre tract and in the SE line of County Road #115 (a.k.a. Bugtussie Lane) and in the West corner of a tract of land called 10.00 acres and conveyed to Frank J. Wilt by deed recorded in Volume 203 Page 489 of the said Official Records and further described in Volume 502 Page 243 of the Deed Records of Caldwell County, Texas for the North corner this tract.

THENCE S 39 degrees 35 minutes 30 seconds E with the NE line of the said 13.16 acre tract and the SW line of the said Wilt tract 1091.30 feet to a 5/8" iron pin found used for basis of bearing in the South corner of the said Wilt tract and the East corner of the said 13.16 acre tract and in the apparent NW line of a tract of land called 100 acres and conveyed to Clyde M. Nalls et ux by deed recorded in Volume 188 Page 728 of the said Official Records for the East corner this tract.

THENCE S 49 degrees 49 minutes 41 seconds W with the SE line of the said 13.16 acre tract and the apparent NW line of the above mentioned 100 acre tract 522.61 feet to a 60d nail set in a 8" treated fence post in the occupied South corner of the said 13.16 acre tract and the apparent West corner of the said 100 acre tract and the NE line of County Road #112 (a.k.a. Callihan Road) for the South corner this tract.

THENCE N 39 degrees 49 minutes 53 seconds W with the SW line of the said 13.16 acre tract and the NE line of County Road #112 1079.75 feet to a 60d nail set in a 8" treated fence post in the intersection of the NE line of County Road #112 and the SE line of County Road #115 for the West corner this tract.

THENCE with the NW line of the said 13.16 acre tract and the SE line of County Road #115 for the following two (2) courses:
(1) N 05 degrees 43 minutes 24 seconds E 23.55 feet to a 60d nail set in a 8" treated fence post for an angle point.
(2) N 50 degrees 22 minutes 34 seconds E 510.36 feet to the place of beginning containing 13.177 acres of land more or less.

I do hereby certify that the foregoing field notes are a true and correct description of a survey made on the ground under my direct supervision and completed on June 22, 2004. This survey is for use with this one transaction only. Only those prints containing the raised Surveyor's seal and an original "LIVE" signature should be considered official and relied upon by the user.



©Claude Hinkle Surveyors, 2003
P.O. Box 1027 - Lockhart, Texas 78644 - Phone (512) 398-2000 - Fax (512) 398-7683

Any provisions herein which restricts the sale, rental or use of the described property because of color or race is invalid and unenforceable under Federal Law
STATE OF TEXAS
COUNTY OF CALDWELL
I hereby certify that this instrument was FILED in File Number Sequence on the date and time stamped hereon by me and was duly RECORDED in Official Public records of Real Property of Caldwell County Texas on

FILED this 28th day of May 2009
10:25 A M
NINA S. SELLS
COUNTY CLERK CALDWELL COUNTY, TEXAS
By Jane Pace Deputy

MAY 23 2009



Nina S. Sells
COUNTY CLERK
CALDWELL COUNTY, TEXAS

Caldwell County Agenda Item

AGENDA DATE: January 23, 2024

Type of Agenda Item: Subdivision

Subject: To approve the Final Plat of Tenny Creek Ranch consisting of 20 residential lots on approximately 60.583 acres located on Hall Road in Luling, Texas.

Costs: \$0.00

Agenda Speakers: Commissioner Horne/Kasi Miles

Backup Materials: Attached

Total # of Pages: 40



7401B Highway 71 West, Suite 160
Austin, TX 78735
Office: 512.583.2600
Fax: 800.587.2817

Doucetengineers.com

January 5, 2024

Kasi Miles
Caldwell County
1700 FM 2720
Lockhart, Texas 78644

Re: Tenney Creek Ranch Final Plat
Project No. 1911-312-02

Dear Ms. Miles,

Doucet has completed our review of the final plat application for Tenney Creek Ranch, a 20-lot subdivision of a +/- 60.583 acres located at 269 Hall Road, Luling, Texas. The subdivision will be served by OSSF and water provided by Individual Wells.

The final plat appears to be in general conformance with the rules and regulations of Caldwell County. Therefore, we recommend placing the plat on the Commissioners Court agenda for consideration.

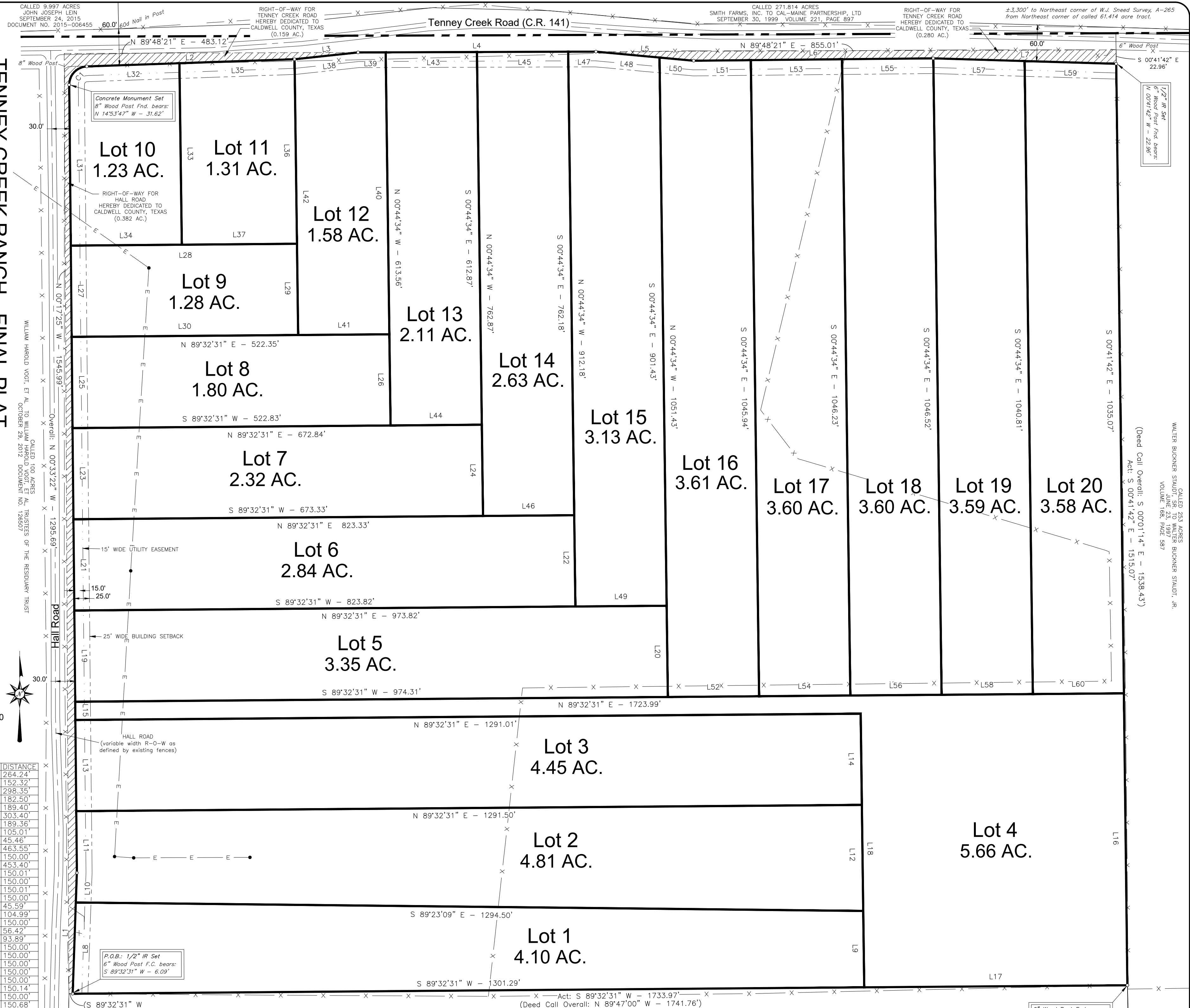
It is our pleasure to be of assistance to the County on this project.

Kimberly Johnson-Hopkins

Kimberly Johnson-Hopkins
Planner, Land Development

TBPE Firm # 3937
State of Texas Surveying Firm Certification # 10105800

COMMITMENT YOU EXPECT.
EXPERIENCE YOU NEED.
PEOPLE YOU TRUST.



TENNEY CREEK RANCH - FINAL PLAT
CALDWELL COUNTY, TEXAS

OWNER:
 AMPLIFY RANCH INVESTMENTS, LTD.
 P.O. BOX 1249
 SAN MARCOS, TEXAS 78667
 (512) 398-5115

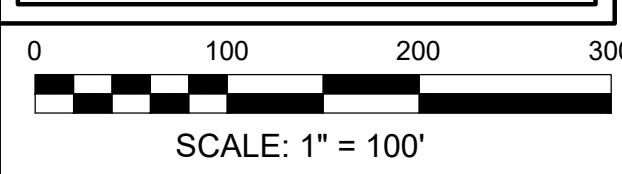
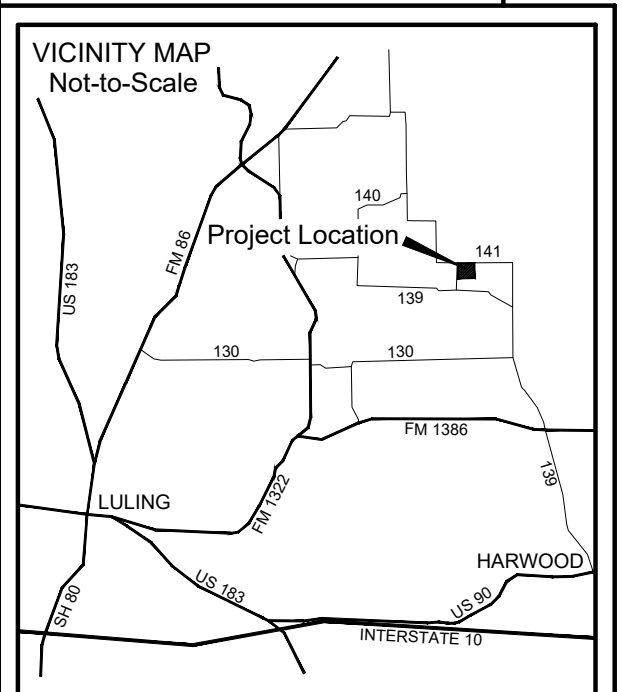
FINAL PLAT
 TENNEY CREEK RANCH
 W.J. SNEED SURVEY, A-265
 CALDWELL COUNTY, TEXAS

DRAWN BY: SJ
 SURVEYED BY: SM
 DATE: 12-01-2023
 SCALE: 1" = 100'
 SHEET 1 OF 2
 FILE NO. 3537
 TENNEY CREEK RANCH-R2/DWG

JDS SURVEYING, INC.
 WWW.JDSURVEY.COM
 PROFESSIONAL SURVEYING & MAPPING
 159 W. Main, Van, TX 75790 - Phone: (903) 353-2333

LEGEND

- Right-of-way Dedication
- Barbed Wire Fence
- Overhead Electric Line
- Survey Line
- Lot Lines
- County Road Centerline
- Building Setback Line
- Iron Rod Found
- Iron Rod Set
- Power Pole
- Building Setback
- Proposed Utility Easement
- Original Deed Call
- 1/2" IRS (See Note 4, Sheet 2)
- 1/2" IRS at all newly established Lot Corners (See Note 3, Sheet 2)



LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	N 01°59'10" E	198.74	L31	N 00°33'22" W	264.24
L2	N 88°00'50" E	341.72	L32	N 88°00'50" E	152.32
L3	N 83°52'44" E	105.01	L33	S 00°44'34" E	298.35
L4	N 89°48'21" E	391.06	L34	S 89°32'31" W	182.50
L5	S 84°41'43" E	161.42	L35	N 88°00'50" E	189.40
L6	N 89°25'54" E	393.89	L36	S 00°44'34" E	303.40
L7	S 88°16'37" E	300.82	L37	S 89°32'31" W	189.36
L8	N 01°59'10" E	150.00	L38	N 83°52'44" E	105.01
L9	S 00°44'34" E	125.64	L39	N 89°48'21" E	45.46
L10	N 01°59'10" E	48.74	L40	S 00°44'34" E	463.55
L11	N 00°33'22" W	101.44	L41	S 89°32'31" W	150.00
L12	S 00°44'34" E	174.36	L42	N 00°44'34" W	453.40
L13	N 00°33'22" W	150.00	L43	N 89°48'21" E	150.01
L14	S 00°44'34" E	150.00	L44	S 89°32'31" W	150.00
L15	N 00°33'22" W	30.00	L45	N 89°48'21" E	150.01
L16	S 00°41'42" E	480.00	L46	S 89°32'31" W	150.00
L17	S 89°32'31" W	432.67	L47	N 89°48'21" E	45.59
L18	N 00°44'34" W	450.00	L48	S 84°41'43" E	104.99
L19	N 00°33'22" W	150.00	L49	S 89°32'31" W	150.00
L20	S 00°44'34" E	150.00	L50	S 84°41'43" E	56.42
L21	N 00°33'22" W	150.00	L51	N 89°25'54" E	93.89
L22	S 00°44'34" E	150.00	L52	S 89°32'31" W	150.00
L23	N 00°33'22" W	150.00	L53	N 89°25'54" E	150.00
L24	S 00°44'34" E	150.00	L54	S 89°32'31" W	150.00
L25	N 00°33'22" W	150.00	L55	N 89°25'54" E	150.00
L26	S 00°44'34" E	150.00	L56	S 89°32'31" W	150.00
L27	N 00°33'22" W	150.00	L57	S 88°16'37" E	150.14
L28	N 89°32'31" E	371.86	L58	S 89°32'31" W	150.00
L29	S 00°44'34" E	150.00	L59	S 88°16'37" E	150.68
L30	S 89°32'31" W	372.34	L60	S 89°32'31" W	149.68

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	30.00	46.38	41.89	N 43°43'44" E	88°34'12"

NOTE: SEE SHEET 2 OF 2 FOR TYPICAL LOT LAYOUT.

W.J. SNEED SURVEY, A-265

CALLLED 12.5 ACRES - FIRST TRACT
 STANLEY RAY FRENCH TO JAMES R. SHAW
 DECEMBER 9, 2020
 DOCUMENT NO. 2020-007029

6" Wood Post Fnd.
 3/4" IR Fnd. bears:
 S 00°41'42" E - 315.38'

CALLLED 25.3 ACRES
 WALTER BUCKNER STAUDI, SR. TO WALTER BUCKNER STAUDI, JR.
 JUNE 23, 1997
 VOLUME 186, PAGE 587
 (Deed Call Overall: S 00°01'14" E - 1538.43')
 Act: S 00°41'42" E - 1515.07'

CALLLED 100 ACRES AL. TRUSTEES OF THE RESIDUARY TRUST
 WILLIAM HAROLD VOIT, ET AL. TO WILLIAM HAROLD VOIT, ET AL.
 OCTOBER 29, 2012
 DOCUMENT NO. 126507



(S 89°32'31" W 6.09')

1 1/2" IR 954
 6" Wood Post Fnd. bears:
 N 00°41'42" W - 22.96'

6" Wood Post Fnd.
 3/4" IR Fnd. bears:
 S 00°41'42" E - 315.38'

TENNEY CREEK RANCH - FINAL PLAT CALDWELL COUNTY, TEXAS

NOTES:

1. ACCORDING TO F.E.M.A. FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 48055C0400F, DATED 12/30/2020, THE PROPERTY SHOWN HEREON LIES WITHIN ZONE X "OTHER AREAS", BEING DEFINED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN."
2. THE BEARINGS HEREON WERE ORIENTED TO AGREE WITH GRID NORTH AND WERE DERIVED USING G.P.S. EQUIPMENT. (TEXAS SOUTH CENTRAL ZONE - NAD 83).
3. IRON ROD SET WITH PLASTIC CAP STAMPED (JDS 10194118) AT ALL NEWLY ESTABLISHED LOT CORNERS UNLESS OTHERWISE NOTED.
4. "O" DENOTES 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED (JDS 10194118) UNLESS OTHERWISE NOTED.
5. ELECTRIC SERVICE TO BE PROVIDED BY BLUEBONNET ELECTRIC COOPERATIVE. WASTEWATER DISPOSAL WILL BE THROUGH SEPTIC SYSTEMS.
6. BLOCKING THE FLOW OF WATER OR CONSTRUCTION OF IMPROVEMENTS IN DRAINAGE EASEMENTS, AND FILLING OR OBSTRUCTION OF THE FLOODWAY IS PROHIBITED; AND, THE EXISTING CREEKS OR DRAINAGE CHANNELS TRAVERSING ALONG OR ACROSS THE SUBDIVIDED TRACTS WILL REMAIN AS OPEN CHANNELS, AND WILL BE MAINTAINED BY THE INDIVIDUAL OWNERS OF THE LOT OR LOTS THAT ARE TRAVERSED BY OR ADJACENT TO THE CREEKS OR DRAINAGE CHANNELS; AND, CALDWELL COUNTY WILL NOT BE RESPONSIBLE FOR ANY PROPERTY DAMAGE, PROPERTY LOSS, PERSONAL INJURY, OR LOSS OF LIFE BY FLOODING OR FLOODING CONDITIONS; AND CALDWELL COUNTY WILL NOT BE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF DRAINAGE WAYS FOR THE CONTROL OF EROSION LOCATED ON PRIVATE PROPERTY. CALDWELL COUNTY EMPLOYEES SHALL HAVE THE RIGHT TO ENTER ANY DRAINAGE EASEMENT.
7. TOTAL ACREAGE FOR SUBDIVISION SHOWN IS 60.583 ACRES.
8. BEFORE DRIVEWAY CONSTRUCTION ON ANY LOT WITHIN THIS SUBDIVISION PERMITTING ACCESS ONTO A PUBLICLY DEDICATED COUNTY ROADWAY AND/OR STATE HIGHWAY CAN BEGIN, A DRIVEWAY PERMIT MUST BE OBTAINED FROM THE APPROPRIATE COUNTY ROAD AND BRIDGE DEPARTMENT AND/OR TXDOT.
9. NO LOTS ARE TO BE OCCUPIED UNTIL OSSF PERMITTED OR PUBLIC SEWER, WATER AND ELECTRICITY AND ROADS HAVE BEEN PROVIDED AND CONSTRUCTION IS COMPLETED AND APPROVED BY CALDWELL COUNTY SANITATION DEPARTMENT.
10. 25' WIDE BUILDING SETBACK LINE ALONG THE LOT LINES THAT SHARE A COMMON BOUNDARY LINE WITH A MAIN ROAD.
11. THIS PROPERTY LOCATED WITHIN CALDWELL COUNTY PRECINCT NO. 2
12. THIS PROPERTY LOCATED WITHIN CALDWELL COUNTY ESD NO. 2
13. THIS PROPERTY LOCATED WITHIN LULING INDEPENDENT SCHOOL DISTRICT
14. EACH LOT SHALL SUBJECT TO A 15' WIDE PUBLIC UTILITY EASEMENT ADJACENT TO THE FRONT OF THE PROPERTY LINE.

**ADDITIONAL DRAINAGE EASEMENT NOTE:
DRAINAGE EASEMENTS:**

NO STRUCTURES SHALL BE PERMITTED WITHIN DRAINAGE EASEMENTS EXCEPT:

- 1) STORM CONTROL STRUCTURES SPECIFICALLY DESIGNED AND APPROVED BY THE REGULATING BODY(IES) OR
 - 2) FENCES OF OPEN DESIGN TO ALLOW THE FREE FLOW OF WATER.
- EACH OWNER OF ANY PORTION OF THE PROPERTY OVER WHICH A DRAINAGE EASEMENT IS LOCATED SHALL HAVE THE OBLIGATION AND LIABILITY TO CONTINUOUSLY MAINTAIN THE FACILITIES LOCATED ON THAT OWNER'S PROPERTY IN ACCORDANCE WITH THE REQUIREMENTS OF THE COUNTY AND IN A GOOD AND FUNCTIONING CONDITION, AT THAT OWNERS COST AND EXPENSE. RESPONSIBILITY FOR MAINTAINING IMPROVEMENTS IN THE DRAINAGE EASEMENTS SHOWN HEREON IS LOT OWNER. BLOCKING, FILLING, OBSTRUCTING FLOW, OR ALTERING OF A DRAINAGE EASEMENT IS PROHIBITED WITHOUT EXPRESS APPROVAL OF CALDWELL COUNTY. THE COUNTY AND OTHER GOVERNMENTAL AUTHORITIES SHALL HAVE THE RIGHT TO, AND ARE HEREBY GRANTED AN EASEMENT AND RIGHT OF ENTRY TO, INSPECT, MONITOR, AND OTHERWISE ACCESS IN, UPON AND ACROSS ALL DRAINAGE EASEMENTS DEDICATED BY THIS PLAT. IN THE EVENT OF THE FAILURE OF LOT OWNER TO MEET ITS OBLIGATIONS UNDER THE PRECEDING PARAGRAPH, THE COUNTY OR OTHER GOVERNMENTAL AUTHORITY SHALL HAVE THE RIGHT TO PERFORM THE OBLIGATIONS OF SUCH OWNER AND THE OWNER DEFAULTING IN SUCH OBLIGATION SHALL BE LIABLE AND OBLIGATED FOR THE COSTS AND EXPENSES INCURRED BY THE COUNTY OR OTHER GOVERNMENTAL AUTHORITY.

Legal Description:

60.583 ACRES

All that certain lot, tract or parcel of land located within the William J. Sneed survey, Abstract No. 265 of Caldwell County, Texas, being a portion of a called 61.414 acre tract as described in a deed from Jesus Escoto to Amplify Ranch Investments, LTD, dated March 24, 2023 and recorded in Document No. 2023-001807 of the Official Public Records of Caldwell County, Texas, and this 60.583 acre tract being more fully described as follows:

Beginning at a 1/2" iron rod set in the North line of a called 12.5 acre tract, described as first tract in a deed from Stanley Ray French to James R. Shaw, dated December 9, 2020 and recorded in Document No. 2020-007029, from which a 6" wood post fence corner found in the east line of Hall Road at the Northwest corner of said 12.5 acre tract, bears S 89 deg. 32 min. 31 sec. West, a distance of 6.09 feet;

Thence across said 61.414 acre tract, the following five (5) courses and distances:

- North 01 deg. 59 min. 10 sec. East, a distance of 198.74 feet to a 1/2" Iron Rod Set for corner;
- North 00 deg. 33 min. 22 sec. West, a distance of 1,295.69 feet to a Concrete Monument Set for corner and being at the beginning of a curve to the right, having a delta angle of 88 deg. 34 min. 12 sec., a radius of 30.00 feet, and a chord bearing and length of North 43 deg. 43 min. 44 sec. East, 41.89 feet, from which a 8" Wood Post Found, bears North 14 deg. 53 min. 47 sec. West, a distance of 31.62 feet;
- With said curve to the right, an arc length of 46.38 feet to a 1/2" Iron Rod Set for corner;
- North 88 deg. 00 min. 50 sec. East, a distance of 341.72 feet to a 1/2" Iron Rod Set for corner;
- North 83 deg. 52 min. 44 sec. East, a distance of 105.01 feet to a 1/2" Iron Rod Set for corner in the North line of said 61.414 acre tract;

THENCE North 89 deg. 48 min. 21 sec. East, with the North line of said 61.414 acre tract, a distance of 391.06 feet to a 1/2" Iron Rod Set for corner;

THENCE across said 61.414 acre tract, the following three (3) courses and distances:

- South 84 deg. 41 min. 43 sec. East, a distance of 161.42 feet to a 1/2" Iron Rod Set for corner;
- North 89 deg. 25 min. 54 sec. East, a distance of 393.89 feet to a 1/2" Iron Rod Set for corner;
- South 88 deg. 16 min. 37 sec. East, a distance of 300.82 feet to a 1/2" Iron Rod Set for corner, from which a 6" wood post fence corner found in the south line of Tenney Creek Road at the Northeast corner of said 61.414 acre tract and being the occupied Northwest corner of a called 253 acre tract as described in a deed from Walter Buckner Staudt, Sr. to Walter Buckner Staudt, Jr., dated June 23, 1997 and recorded in Volume 168, Page 587, bears North 00 deg. 41 min. 42 sec. West, a distance of 22.96 feet;

THENCE South 00 deg. 41 min. 42 sec. East, with the West line of said 253 acre tract, a distance of 1,515.07 feet to a 6" Wood Post fence corner found at the Northeast corner of said 12.5 acre tract, from which a 3/4" Iron Rod Found at the Southeast corner of said 12.5 acre tract, bears South 00 deg. 41 min. 42 sec. East, a distance of 315.38 feet;

THENCE South 89 deg. 32 min. 31 sec. West, with the North line of said 12.5 acre tract, a distance of 1,733.97 feet to the POINT OF BEGINNING and containing 60.583 acres of land, more or less.

SURVEYOR:
JDS SURVEYING INC.
159 W. MAIN ST.
VAN, TEXAS 75790
JACE D. SCARBROUGH, R.P.L.S. 6289
(903) 963-2333
TBPCLS FIRM REGISTRATION
NO. 10194118

ENGINEER:
EIKON
KEVIN WARE, PE, REM, QEP
500 MOSELEY ROAD
CROSS ROADS, TEXAS 76227
(940) 387-0805
TEXAS BOARD OF ENGINEERING #F-12214

OWNER/DEVELOPER:
AMPLIFY RANCH INVESTMENTS, LTD.
P.O. BOX 1249
SAN MARCOS, TEXAS 78667
(512) 396-5115

The bearings hereon were oriented to agree with Grid North and were derived by the use of G.P.S. equipment. (TX South Central Zone - NAD 83)

I, Jace D. Scarbrough, do hereby state that this plat represents a survey made on the ground under my supervision during the month of March, 2023.

GIVEN UNDER MY HAND & SEAL, this the 1st day of December, 2023.

Jace Scarbrough
JACE D. SCARBROUGH - R.P.L.S. No. 6289

STATE OF TEXAS
COUNTY OF CALDWELL

KNOW ALL MEN BY THESE PRESENTS:

THAT ZACH POTTS, ACTING HEREIN BY AND THROUGH AMPLIFY RANCH INVESTMENTS, LTD., OWNER OF A CALLED 61.414 ACRE TRACT, LOCATED IN THE WILLIAM J. SNEED SURVEY, ABSTRACT NO. 265 OF CALDWELL COUNTY, TEXAS AS DESCRIBED IN A DEED FROM JESUS ESCOTO TO AMPLIFY RANCH INVESTMENTS, LTD, DATED MARCH 24, 2023 AND RECORDED IN DOCUMENT NO. 2023-001807 OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS, DOES HEREBY SUBDIVIDE SAID DEED CALLED 61.414 ACRES IN ACCORDANCE WITH THE PLAT SHOWN HEREON, TO BE KNOWN AS:

TENNEY CREEK RANCH

AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF ALL EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND THIS THE _____ DAY OF _____, 20____ A.D.

ZACH POTTS
AMPLIFY RANCH INVESTMENTS, LTD.
P.O. BOX 1249
SAN MARCOS, TEXAS 78667
(512) 396-5115

STATE OF TEXAS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON _____ DAY OF _____, 20____ A.D. BY THOMAS STAUB.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, 20____ A.D.

NOTARY PUBLIC

CALDWELL COUNTY ON-SITE WASTEWATER PROGRAM NOTES

1. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR A PRIVATE ON-SITE SEWAGE DISPOSAL SYSTEM APPROVED BY THE CALDWELL COUNTY ON-SITE WASTEWATER PROGRAM.
2. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A POTABLE WATER SUPPLY FROM AN APPROVED PUBLIC WATER SYSTEM OR WELL.
3. NO ON-SITE WASTEWATER DISPOSAL SYSTEM MAY BE INSTALLED WITHIN 100 FEET OF A PRIVATE WATER WELL NOR MAY AN ON-SITE WASTEWATER DISPOSAL SYSTEM BE INSTALLED WITHIN 150 FEET OF A PUBLIC WATER WELL.
4. NO CONSTRUCTION MAY BEGIN ON ANY LOT IN THIS SUBDIVISION UNTIL PLANS FOR THE PRIVATE ON-SITE WASTEWATER DISPOSAL SYSTEM ARE SUBMITTED AND APPROVED BY THE CALDWELL COUNTY ON-SITE WASTEWATER PROGRAM.
5. THESE RESTRICTIONS ARE ENFORCEABLE BY THE CALDWELL COUNTY ON-SITE WASTEWATER PROGRAM AND/OR LOT OWNERS.

KASI MILES, R.S.
DIRECTOR OF SANITATION

STATE OF TEXAS
COUNTY OF CALDWELL

KNOW ALL MEN BY THESE PRESENTS:

THAT I, TERESA RODRIGUEZ, CLERK OF THE COUNTY COURT OF CALDWELL COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 20____ A.D., AT _____ O'CLOCK ____M., AND DULY RECORDED THIS _____ DAY OF _____, 20____ A.D., AT _____ O'CLOCK, ____M., IN THE PLAT RECORDS OF CALDWELL COUNTY IN CABINET _____, SLIDE _____.

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

TERESA RODRIGUEZ, COUNTY CLERK
CALDWELL, COUNTY, TEXAS

BY: DEPUTY

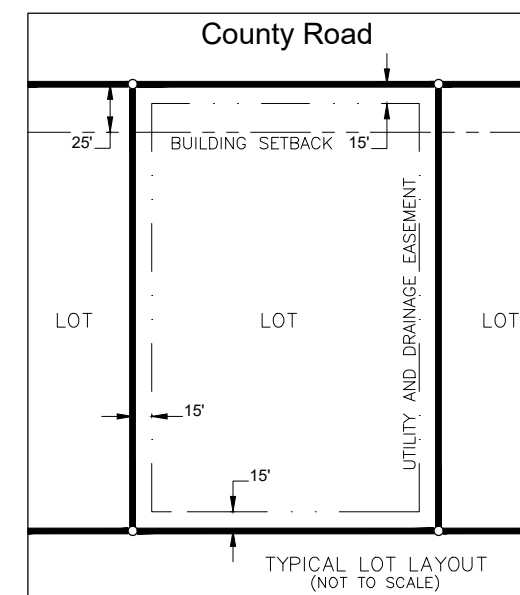
STATE OF TEXAS
COUNTY OF CALDWELL


KNOW ALL MEN BY THESE PRESENTS:

THAT I, TERESA RODRIGUEZ, COUNTY CLERK OF CALDWELL COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, THAT A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONERS' COURT OF CALDWELL COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF CALDWELL COUNTY, TEXAS

TERESA RODRIGUEZ, COUNTY CLERK
CALDWELL COUNTY, TEXAS

DATE



FINAL PLAT TENNEY CREEK RANCH W.J. SNEED SURVEY, A-265 CALDWELL COUNTY, TEXAS	
DRAWN BY: SJ	SCALE: 1" = 100'
SURVEYED BY: SM	SHEET 2 OF 2
DATE: 12-01-2023	FILE NO: 3537
TENNEY CREEK RANCH--R2.DWG	
 JDS SURVEYING, INC. WWW.JDSSURVEY.COM PROFESSIONAL SURVEYING & MAPPING T.B.P.E.L.S. Firm Registration No. 10194118 159 W. Main, Van, TX 75790 - Phone: (903) 963-2333	

Caldwell County Development Application



Date Submitted

10/9/23

Type of Application

- Preliminary Plat
- Final Plat (New)
- Short Form Final Plat
- Replat
- Subdivision Construction Plans
- Floodplain
- Commercial Development

Application Contacts

1. Owner Information (i.e. Land owner name, address, contact name, phone, email)

Amplify Ranch Investments, LTD.
PO Box 1249
San Marcos, TX 78667
940-367-0893

2. Applicant Information (i.e. Developer name, address, contact name, phone, email)

Austin Crabill
PO Box 1249
San Marcos, TX 78667
940-367-0893

3. Designated Contact (i.e. Person County will coordinate with in regards to comments/approvals. Include name, address, contact name, phone, email)

Austin Crabill
PO Box 1249
San Marcos, TX 78667
940-367-0893

4. Consultants (*If applicable)

N/A

Licensed Professional Engineer*:

Eikon
500 Moseley Road
Crossroads, TX 76277
940-387-0805

Registered Professional Land Surveyor*:

JDS Surveying
159 W. Main
Van, TX 75790
903-963-2333

Registered Sanitarian*:

WillCo Engineering, PLLC
2947 Highland Lakes Dr.
Missouri City, TX 77459
713-502-0650

Geoscientists*:

N/A

Application Questionnaire

Property Address (or approximate location)

269 Hall Road Luling, TX 78648

Survey Information (Survey/Abstract, Acreage, Recorded Vol/Pg/Instrument):

61.061 acres located within the William J. Sneed Survey, Abstract No. 265 of Caldwell County, T

Parcel Tax ID Number

23329

Caldwell County Precinct Number

- Precinct 1
 Precinct 2
 Precinct 3
 Precinct 4

Located in City ETJ:

- Yes, City Name: _____
 No

Anticipated source of water in the development

- Individual Wells
 Rainwater Collection System(s)
 From Groundwater
 From Surface Water
 Water Provider: _____

Anticipated wastewater system in the development

- Standard/Conventional On-Site Sewage Facility
 Advanced On-Site Sewage Facility
 Sewer Provider: _____

Project Description

20 Acres of vacant land ranging from 1.27 acre lots up to 5.66 acre lots. Lots will be sold vacant with no construction.

Subdivision Plat Application Questionnaire

Proposed Name of Subdivision:

Tenney Creek Ranch

If application is for a replat (list reason(s) for the replat)

Total Acreage of Subject Property

61.061

Total Proposed Residential Lots

20

Total Proposed Commercial Lots

0

Type of Construction

None

Has Appropriate Application Checklist been attached?

Yes

No

Owner's Certification

I hereby certify that I have given permission for the below applicant to submit this Application and to represent me in all matters affecting said Application. The below individual will be known as the "Applicant"

Owner Name: Amplify Ranch Investments, LTD. Phone Number: 940-367-0893

Applicant Name: Austin Crabill Phone Number: 940-367-0893

Owner Email: austin@tx-land.com

Owner Signature: Zach Potts

Zach Potts, General Partner of Amplify Ranch Investments, LTD.

AMPLIFY RANCH INVESTMENTS LTD.
PO BOX 1249
SAN MARCOS, TX 78667

FIRST LOCKHART NATIONAL BANK
www.firstlockhart.com
877-308-5418

1178
08 3211140
CHECK 8808

10/4/23

PAY TO THE ORDER OF Caldwell County \$ 3,750.00
Three Thousand Seven Hundred Fifty Dollars & 00/100 DOLLARS

Zach Lett

MEMO Final Plat Fee - Tenney Creek Ranch
[REDACTED] [REDACTED]

AUTHORIZED SIGNATURE

CALDWELL COUNTY SANITATION DEPT.

1700 FM 2720
LOCKHART, TEXAS 78644
(512) 398-1803

09605
DATE 10-10-23

RECEIVED FROM Amplify Ranch Investments 3,750.00
Three thousand seven hundred fifty dollars
FOR Final plat fees - Tenney Creek Ranch

AMOUNT OF ACCOUNT		<input type="checkbox"/>	CASH
THIS PAYMENT	<u>3,750.00</u>	<input checked="" type="checkbox"/>	CHECK
BALANCE DUE	<u>0</u>	<input type="checkbox"/>	CREDIT CARD
		<input type="checkbox"/>	MONEY ORDER

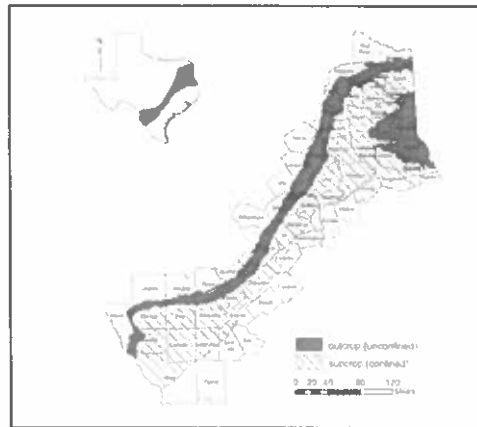
BY Kasi L Mule *Thank You*

CONFIDENTIAL

WATER AVAILABILITY STUDY

July 17, 2023

Tenney Creek Ranch Development
Southeast Corner of Hall Road and County Road 141
Luling, Caldwell County, Texas, 78648



Prepared For:

Tenney Creek Ranch
Attn: Mr. Austin Crabill

P: (940) 367-0893
E: austin@tx-land.com

Prepared By:



Eikon Consulting Group, LLC
500 Moseley Road
Cross Roads, Texas 76227

#F-12214
O: (940) 387-0805
F: (940) 387-0830



500 Moseley Road | Cross Roads, Texas 76227 | (940) 387-0805

July 17, 2023

Tenney Creek Ranch
Attn: Mr. Austin Crabill

Re: **Water Availability Study: Tenney Creek Ranch Development, Southeast Corner of Hall Road and County Road 141, Luling, Caldwell County, Texas 78648**

Dear Mr. Crabill,

Eikon Consulting Group, LLC (Eikon) is pleased to submit the enclosed Water Availability Study report for the above-referenced site. This study was performed in accordance with our proposal dated May 2, 2023.

We appreciate the opportunity to perform these services for you. Please contact us if you have questions regarding this information or if we can provide any other services.

Sincerely,

A handwritten signature in black ink, appearing to read "Travis Reddick".

Travis Reddick
Project Manager

A handwritten signature in black ink, appearing to read "Travis Oaks".

Travis Oaks, REP, GIT
VP of Environmental Services

A handwritten signature in black ink, appearing to read "Kevin Ware".

Kevin Ware, P.E.
Principal
TPBE Firm No. 12759

TABLE OF CONTENTS

EXECUTIVE SUMMARY	i
1.0 INTRODUCTION.....	1
1.1 Site Description.....	1
1.2 Scope of Services	1
2.0 PHYSICAL SETTING	2
3.0 FIELD WORK SUMMARY	2
3.1 Drilling and Well Construction	2
3.2 Pump Test	3
4.0 BOREHOLE LITHOLOGY	3
5.0 DATA ANALYSIS	3
5.1 Aquifer Characteristics	4
5.2 Transmissivity	4
5.3 Storativity	4
5.4 Aquifer Recharge	5
5.5 Radius of Influence	5
6.0 WATER QUALITY ANALYSIS.....	6
7.0 FINDINGS AND CONCLUSIONS	6
8.0 DECLARATION	7
9.0 REFERENCES.....	7

APPENDICES

APPENDIX A	Pumping & Observation Well Graphs / Maps
APPENDIX B	Radius of Influence Table
APPENDIX C	State Well Reports
APPENDIX D	Pumping Well (PW-1) and Observation Well (OW-1) Data
APPENDIX E	Water Quality Analysis Report
APPENDIX F	TCEQ Certification Groundwater Availability Certification for Platting Form



EXECUTIVE SUMMARY

This Water Availability Study was performed at the proposed Tenney Creek Ranch, Caldwell County, Luling, Texas in accordance with our proposal dated May 2, 2023. The developer, Mr. Crabill, has requested the water availability study for the proposed subdivision to be served by individual private wells on lots 1-20. The information reviewed consisted of a 24-hour constant rate pump test, monitoring of pumping and observation wells, analysis of pump test data, evaluation of availability of groundwater at the site based upon the aquifer parameters, and water quality analysis.

A cursory summary of findings is provided below. It should be recognized that details were not included or fully developed in this section, and the report must be read in its entirety for a comprehensive understanding of the items contained herein.

The site is mostly undeveloped land with one (1) single-family home located at the southeastern corner of Hall Road and County Road 141, Caldwell County, Luling, Texas 78648. The Tenney Creek Ranch Development is a proposed subdivision consisting of twenty (20) lots totaling 62.09 acres. For the purposes of this study, the average size of 3.10 acres was used based on the preliminary plat map. It is assumed that an average residence uses up to 100 gallons per capita per day (GPCD) and that the average household is three people, or 300 gpd (gallons per day) per household, or 0.21 gpm (gallons per minute). Assuming twenty (20) lots when fully developed, the subdivision will require, cumulatively, 4.2 gpm or approximately 6,048 gpd, or 6.77 acre-feet per year.

In the analysis, the pumping rate 0.21 gpm per well was used as the average household demand. Data obtained from the 24-hour pumping test and recovery period was used to estimate the aquifer parameters. The parameters derived from the pumping test data were used to estimate the radius of influence for the household wells for select pumping rates and periods. A recharge rate into the aquifer was estimated to be 1.2 in/yr based upon data from the Texas Water Development Board. The recharge rate was estimated to be 0.06 gpm per lot, with an average usage rate of 0.21 gpm, leaving a net usage rate of 0.15 gpm. The second scenario evaluated was simulating pumping a single well the total or aggregate demand of the subdivision, a rate of 3.0 gpm continuously for ten years and thirty years with no recharge effects and at a rate of 4.2 gpm.

CONCLUSION

The results of the groundwater availability study estimate that there is sufficient groundwater available in the aquifer tested beneath the proposed subdivision to support the development at full build-out (eight single family residential lots). Rainwater harvesting is strongly encouraged due to the limited groundwater supplies in the Carrizo Wilcox Aquifer area. Low flow water fixtures should be used, and xeriscaping is encouraged. Water conservation is strongly encouraged. The results of this analysis indicate that under the scenario of one aggregate well (pumping for the



entire subdivision demand) pumping continuously at a rate of 4.2 gpm for 30 years with no recharge would yield a drawdown of approximately 3.45 feet at the wellhead. Since it is not realistic to assume that there will be continuous pumping and no recharge (particularly for thirty years), it is realistically estimated that the maximum drawdown for the 30-year continuous pumping period is projected to be much less. The results of the water quality testing indicate that the water is suitable for drinking water. Owners should have their wells tested for bacteria periodically. Although not specifically tested for in this case and there are no established regulatory limits for hardness case, hardness is a common occurrence in groundwater in this area. Water may be treated for hardness with a water softener. The water is a suitable potable water source based upon the parameters tested.

WATER AVAILABILITY STUDY

Tenney Creek Development
Southeast Corner of Hall Road and County Road 141
Luling, Caldwell County, Texas 78648
Report Issuance Date: July 17, 2023

1.0 INTRODUCTION

1.1 Site Description

Site Name	Tenney Creek Ranch Development
Site Location/Address	Southeast Corner of Hall Road and County Road 141, Luling, Caldwell County, Texas 78648
Land Area	62.09 Acres
Site Description	One (1) single family home on approximately 62.09 acres of land.

1.2 Scope of Services

The water availability study was performed in accordance with our proposal dated May 2, 2023. The purpose of this water availability study was to assist the client in developing information to identify if there is sufficient groundwater available in the aquifer tested beneath the proposed subdivision to support the Tenney Creek Ranch Development. This purpose was undertaken through user-provided information, a 24-hour constant rate pump test, monitoring of pumping and observation wells, analysis of pump test data, evaluation of availability of groundwater at the site based upon the aquifer parameters, and water quality analysis.

2.0 PHYSICAL SETTING

Physical Setting

PHYSICAL SETTING INFORMATION FOR SITE AND SURROUNDING AREA		SOURCE
Topography (Refer to Appendix A for an excerpt of the Topographic Map)		
<i>Site Elevation</i>	480 ft (NGVD)	Harwood, Texas USGS Topographic Map Dated 2022.
<i>Surface Runoff/ Topographic Gradient</i>	Sloping toward the west	
<i>Closest Surface Water</i>	McNeil Creek, located approximately 1,600 feet south of the site.	
Soil Characteristics		
<i>Soil Type</i>	Chaney loamy fine sand, valleys, Crockett fine sandy loam, 1-3% slopes, Jedd stony soils, 5-20% slopes, and Rosanky loamy fine sand, 1-8% slopes	Caldwell County, Texas USDA, Natural Resources Conservation Service Soil Survey, version 7, issued January 2010
<i>Description</i>	This complex consists of 48.5% Rosanky loamy fine sand, 41.9% Chaney loamy fine sand, 6.5% Jedd stony soils, and 3.1% Crockett fine sandy loam. Rosanky loamy fine sands consist of very deep, well drained, moderately slowly permeable soils formed in residuum weathered from weakly consolidated sandstone. Crockett sandy loam consists of fine to gravelly sandy, moderately well drained soils formed in residuum weathered from alkaline shale of Cretaceous age. The Jedd series consists of moderately deep, well drained, moderately slowly permeable soils on uplands that formed in stratified sandstone and shale. The Chaney series consists of moderately well drained, slowly permeable, deep soils over claystone bedrock or dense clay that formed in sandy and clayey residuum from claystone and sandstone.	
Geology/Hydrogeology		
<i>Formation</i>	Wilcox Group	Bureau of Economic Geology, The University of Texas at Austin, <u>Geologic Atlas of Texas Denton Sheet</u> , 1963 Revised 1991
<i>Description</i>	Geologically, the site is located the Wilcox Group Formation. The Wilcox Group Formation consists of mostly mudstone with secondary sandstone and lignite beds, ironstone concretions, as well as siltstones, conglomerates, and limestones, attains a maximum thickness of 1,800 feet, and is Tertiary in age.	
<i>Primary Aquifer</i>	Carrizo-Wilcox Aquifer	<u>Groundwater Atlas of the U.S., Segment 4, Hydrologic Investigations Atlas 730-E</u> , USGS, 1996
<i>Hydrogeologic Gradient:</i>	Hydrogeologic gradient is primarily toward the west.	

3.0 FIELD WORK SUMMARY

3.1 Drilling and Well Construction

Eikon received information from Hazelett Drilling, Inc. regarding the drilling and construction of two wells - a pumping well (PW-1) and an observation well (OW-1). The well locations were selected by Hazelett Drilling, Inc. Coordinates for PW-1 are (Latitude/ Longitude: 29.739819°, -97.542419°) and the coordinates for OW-1 are (Latitude/Longitude: 29.741469°, -97.542286°), distance between wells is 595 feet. The pumping well was drilled on April 5, 2023, to a depth of 460 feet. A 4-inch diameter blank casing was set 2 feet above the ground surface to 380 feet. A perforated casing was set from 380 to 460 feet. The OW-1 was drilled on April 6, 2023, to a depth of 440 feet and a 4-inch diameter casing was set from 2 feet above the ground surface to 380 feet. A perforated casing for



OW-1 was set from 380 feet to 440 feet. Copies of state well reports for PW-1 and OW-1 can be found in Appendix C.

3.2 Pump Test

A pump test was performed at the site from May 18, 2023, to May 19, 2023. The pump test consisted of performing a constant rate pump test in PW-1. A submersible pump was placed in the well. Initial static water levels were obtained from the pumping well (PW-1) and monitoring well (OW-1) prior to starting the test. Water level drawdown data was recorded at select intervals from both the pumping well and the observation well utilizing an electronic datalogger. Water levels were obtained at select intervals in PW-1 and OW-1. The pumping well, PW-1, was pumped at an average rate of 30 gpm. After 24-hours of constant rate pumping, the pump was turned off. Water level monitoring in the well continued for 24 hours. Pump test data for the pumping and recovery phases of the test were recorded with electronic dataloggers in PW-1 and OW-1. The data from both of the wells were transferred from the dataloggers into a spreadsheet for data analysis and editing. The data for PW-1 and OW-1 are included in Appendix D. The results of the pump test indicated that OW-1 was impacted minimally by the pumping of (PW-1). The data indicated that (OW-1) experienced 0.98 feet of maximum drawdown during the pump test. (OW-1) is located approximately 595 feet from PW-1. The maximum measured drawdown in the pumping well (PW-1) was approximately 0.98 feet. Both wells were fully recovered within 24 hours after pumping ceased. The data from (PW-1) and (OW-1) were plotted and analyzed to evaluate the hydrodynamic characteristics of the aquifer in the vicinity of the wells.

4.0 BOREHOLE LITHOLOGY

The pumping well (PW-1) and observation well (OW-1) were drilled and completed to a depth of 460 feet and 440 feet respectively. During drilling, lithology of the borehole for (PW-1) and (OW-1) was identified. The drilling report lithology for (OW-1) indicated from 0 to 3 feet is top soil, 3 to 40 feet is clay, 40 to 60 feet is clay with hard streaks, 60 to 140 feet is clay, 140 to 200 feet is sandy shale, 200 to 225 feet is sand with shale streaks, 225 to 250 feet is clay, 250 to 260 feet is sand, 260 to 275 feet is sandy clay, 275 to 360 feet is clay, 360 to 390 feet is sandy shale, 390 to 438 feet is sand with little shale, and 438 to 440 feet is sandy shale. The drilling report lithology for (PW-1) indicated from 0 to 3 feet is topsoil, 3 to 40 feet is clay, 40 to 60 feet is clay with hard streaks, 60 to 140 feet is clay, 140 to 200 feet is sandy shale, 200 to 225 feet is sand with shale streaks, 225 to 250 feet is clay, 250 to 260 feet is sand, 260 to 275 feet is sandy clay, 275 to 360 feet is clay, 360 to 390 feet is sandy shale, 390 to 438 feet is sand with little shale, and 438 to 440 feet is sandy shale. The State Well Reports for (OW-1) and (PW-1) are included in Appendix C.

5.0 DATA ANALYSIS

Data obtained during the pump test from the pumping and the observation well were evaluated based upon engineering judgment. Water level data was obtained at select intervals for both PW-1 and

OW-1. Appendix D presents the data for PW-1 and OW-1. The pumping and recovery data from PW-1 and OW-1 were plotted on time versus drawdown charts as shown in Appendix A, Drawdown and Recovery, PW-1 and OW-1. The PW-1 data obtained during the pumping phase of the pump test was also plotted on a time versus drawdown semi-logarithmic scale to perform the Cooper-Jacob analysis, as shown on Appendix A. Pumping data received from the driller indicated drawdown began to increase five hours after the pump was turned off. According to the driller this irregularity was due to several other wells being pumped within a 500-foot radius of the observation well. Based on this information, pumping data was analyzed between when the pump was turned on and five hours after the pump was shut off to obtain reliable data. The analyses and results are discussed below.

5.1 Aquifer Characteristics

The hydraulic characteristics of a well in a confined aquifer can be defined in terms of transmissivity (T) and storativity (S). These parameters are used to predict the response of the well and aquifer (locally) to various stresses (i.e., pumping wells). The transmissivity of the aquifer is the capacity of the aquifer to transmit water and is a function of the thickness of the aquifer and the porous media. Transmissivity is expressed in gallons per day per foot (gpd/ft). The storativity is a measure of the well's potential yield as the water level decreases. Storativity is generally expressed as a unitless figure. In order to predict the response of the aquifer to pumping of wells in the proposed subdivision T and S were evaluated. A discussion of the data analysis and the results are presented below.

5.2 Transmissivity

The transmissivity (T) of the aquifer is its capacity to transmit water. In order to determine the transmissivity of the aquifer in the vicinity of the well the Theis equation or some variation thereof is used. In order to evaluate the T-value at the site the recorded drawdown levels were plotted against time on a semi-logarithmic scale and analyzed using the Cooper-Jacob analysis for the pumping phase. The results of the PW-1 data from the pumping portion of the study indicated a T-value of 416.5 ft²/day, as shown in Appendix A. The results are included in Appendix A.

Published data has shown a range of T-values in the Carrizo Wilcox Aquifer system to be between 0.1 ft²/day to 10,000 ft²/day. Due to the wide range of values from both the testing and the published data a T-value of 3,115 gpd/ft was used for modeling purposes, which is within the range of both the published data and the values derived from the analyses.

5.3 Storativity

Industrial Storativity values are obtained from the observation well data from the pumping portion of the study. This data was used to estimate an S-value. Results of analysis using AQTESOLVMTM software indicated an S-value of 2.01×10^{-3} . S-values from published data on the Ellenberger Aquifer reflected a wide range of storativity values from 10^{-5} to 10^{-3} for most confined aquifers. The S-value determined from the actual test data, 2.01×10^{-3} , was used for modeling purposes.

5.4 Aquifer Recharge

Recharge to the Carrizo Wilcox Aquifer has been estimated between 0.5 to 5 inches per year. Recharge to the Carrizo Wilcox Aquifer in Caldwell County was estimated at 1.2 inches per year. Although the recharge does not necessarily infiltrate through the ground surface at the site, the average site area was used for recharge calculations. Based upon an average lot size of 3.10 acres, each lot could anticipate groundwater recharge at a rate of 0.06 gpm. If the average household utilizes 0.21 gpm and the recharge rate is 0.06 gpm, there would be a net withdrawal from the aquifer of 0.15 gpm. Therefore, the pumping scenarios, considering recharge would have a pumping rate of 0.15 gpm. Several scenarios were evaluated to assess the impact of the proposed subdivision on the aquifer.

5.5 Radius of Influence

In order to simulate the effect of the proposed subdivision on the aquifer, the data obtained from the pump test were used to simulate proposed conditions. The T and S values obtained from the pumping test were input into an empirical formula to assess the radius of influence the wells in the subdivision would have under several scenarios. These scenarios consisted of pumping one well at a constant rate of 0.21 gpm (ignoring recharge) for 10 and 30 years continuously and at a constant rate of 0.15 gpm (considering recharge) for 10 and 30 years continuously. Other scenarios consisted of pumping one aggregate well, which would account for the total consumption in the subdivision at a constant rate of 3.0 gpm (ignoring recharge) for 10 and 30 years continuously and at a constant rate of 4.2 gpm (considering recharge) for 10 and 30 years continuously.

The empirical formula used to assess the impact of the wells on the surrounding aquifer (radius of influence) consists of the following:

$$s = (264Q/T)\log(0.3Tt/r^2S), \text{ where}$$

s = drawdown (feet),
Q = discharge or pumping rate (gpm),
T = transmissivity (gpd/ft),
t = time since pumping began (days),
r = distance from pumping well (feet),
S = storativity (no units)

- The above equation contains the following assumptions and limitations:
- The aquifer is non-leaky, fully confined, and extends laterally to infinity,
- The aquifer is homogeneous and isotropic,
- There is no recharge to the aquifer.

The following parameters were input into the equation:

- The T- value of 3,115 gpd/ft based upon the results of the pumping test and available

- data and S-value of 2.01×10^{-3} ;
- The single pumping well was pumped at rates of 0.21 gpm (w/o recharge) and 0.15 gpm (with recharge);
- The aggregate pumping well (the demand of all wells in one well) is 4.2 gpm (w/o recharge) and 3.0 gpm (w/ recharge);
- The groundwater gradient is zero, as there was no data available to assume a gradient.
- Aquifer saturated thickness is 90 feet (based upon State Well Logs).

The results of the analysis are shown in Appendix B. The results of the analysis show that the maximum drawdown would occur under the scenario of the aggregate well pumping 4.2 gpm (no recharge) for thirty years. The maximum drawdown would occur at the well location and the drawdown was estimated to be approximately 3.45 feet. This is a conservative scenario since it is not likely that any of the wells will be pumped continuously for ten or thirty years, let alone all of the wells. Under this scenario the well would cause less than three and a half feet of drawdown from the well.

6.0 WATER QUALITY ANALYSIS

Samples were obtained from Environmental Laboratory Services for water quality analysis. Groundwater samples from Environmental Laboratory Services were submitted to the Environmental Laboratory Services for bacterial analysis and chemical analysis for various parameters. The complete laboratory reports are included in Appendix E. The results indicated that the water analyzed by Environmental Laboratory Services is suitable for drinking water.

7.0 FINDINGS AND CONCLUSIONS

The results of the groundwater availability study estimate that there is sufficient groundwater available in the aquifer tested beneath the proposed subdivision to support the development at full build-out (eight single family residential lots). Rainwater harvesting is strongly encouraged due to the limited groundwater supplies in the Carrizo Wilcox Aquifer area. Low flow water fixtures should be used, and xeriscaping is encouraged. Water conservation is strongly encouraged. The results of this analysis indicate that under the scenario of one aggregate well (pumping for the entire subdivision demand) pumping continuously at a rate of 4.2 gpm for 30 years with no recharge would yield a drawdown of approximately 3.45 feet at the wellhead. Since it is not realistic to assume that there will be continuous pumping and no recharge (particularly for thirty years), it is realistically estimated that the maximum drawdown for the 30-year continuous pumping period is projected to be much less. The results of the water quality testing indicate that the water is suitable for drinking water. Owners should have their wells tested for bacteria periodically. Although not specifically tested for in this case and there are no established regulatory limits for hardness case, hardness is a common occurrence in groundwater in this area. Water may be treated for hardness with a water softener. The water is a suitable potable water source based upon the parameters tested.



8.0 DECLARATION

I, Kevin Ware, declare that, to the best of my professional knowledge and belief, I meet the definition of Environmental Professional as defined in Section 312.10 of 40 CFR Part 312.

I have the specific qualifications based on education, training, and experience to conduct a water availability study at the subject property. I have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth.

Signature of Professional Engineer

7/17/2023

Kevin Ware, P.E.
Principal
TPBE Firm No. 12759

Date

9.0 REFERENCES

- *Bruun, Bech, Jackson, Kathleen, Lake, Peter, and Walker, Jeff. (2016). Texas Aquifer Study, Groundwater Quantity, Quality, Flow, and Contributions to Surface Water.*
- *Scanlon, Bridget & Dutton, Alan. (2000). Groundwater Recharge in Texas.*

**APPENDIX A – Pumping & Observation Well
Graphs / Maps**

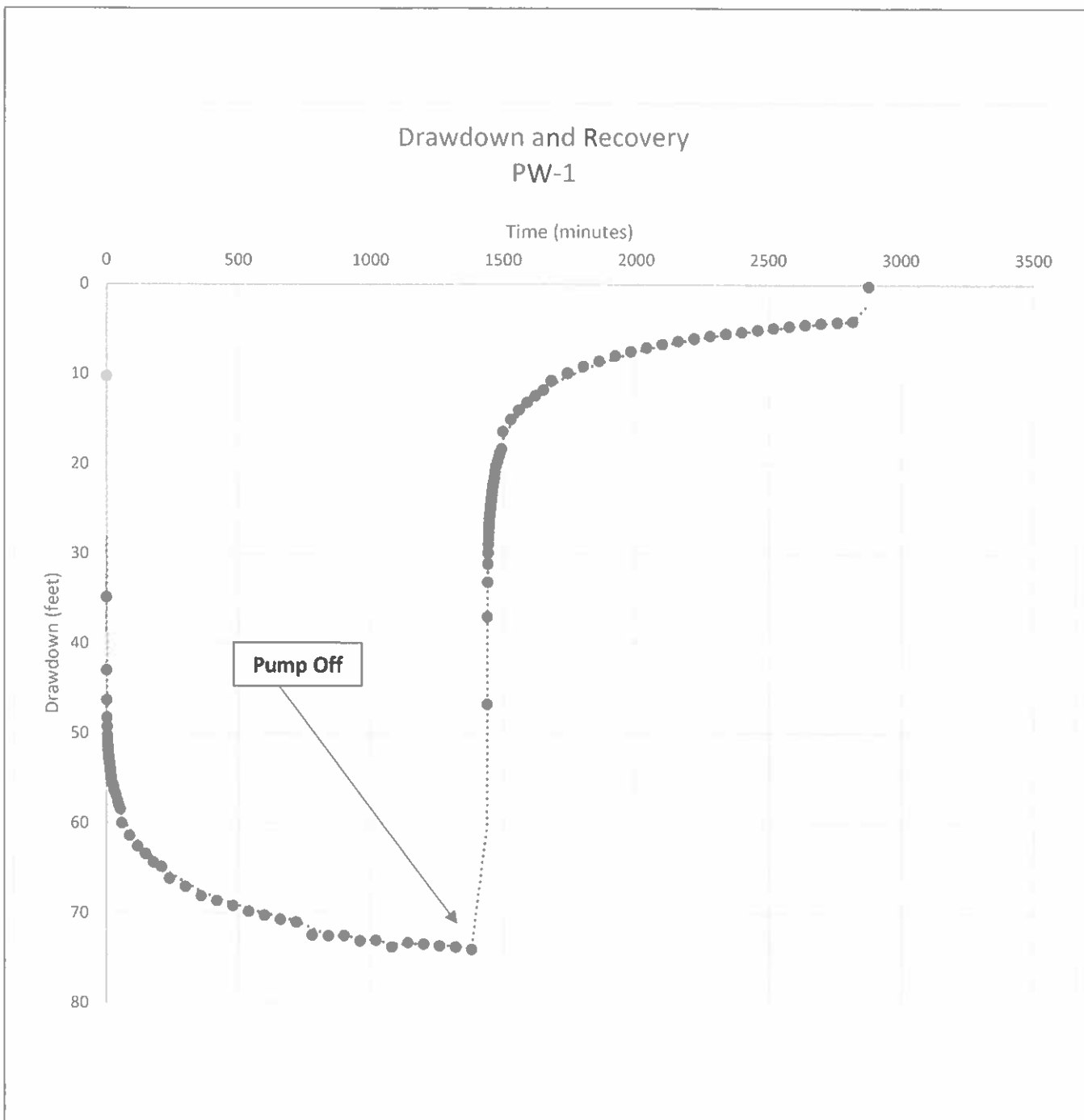

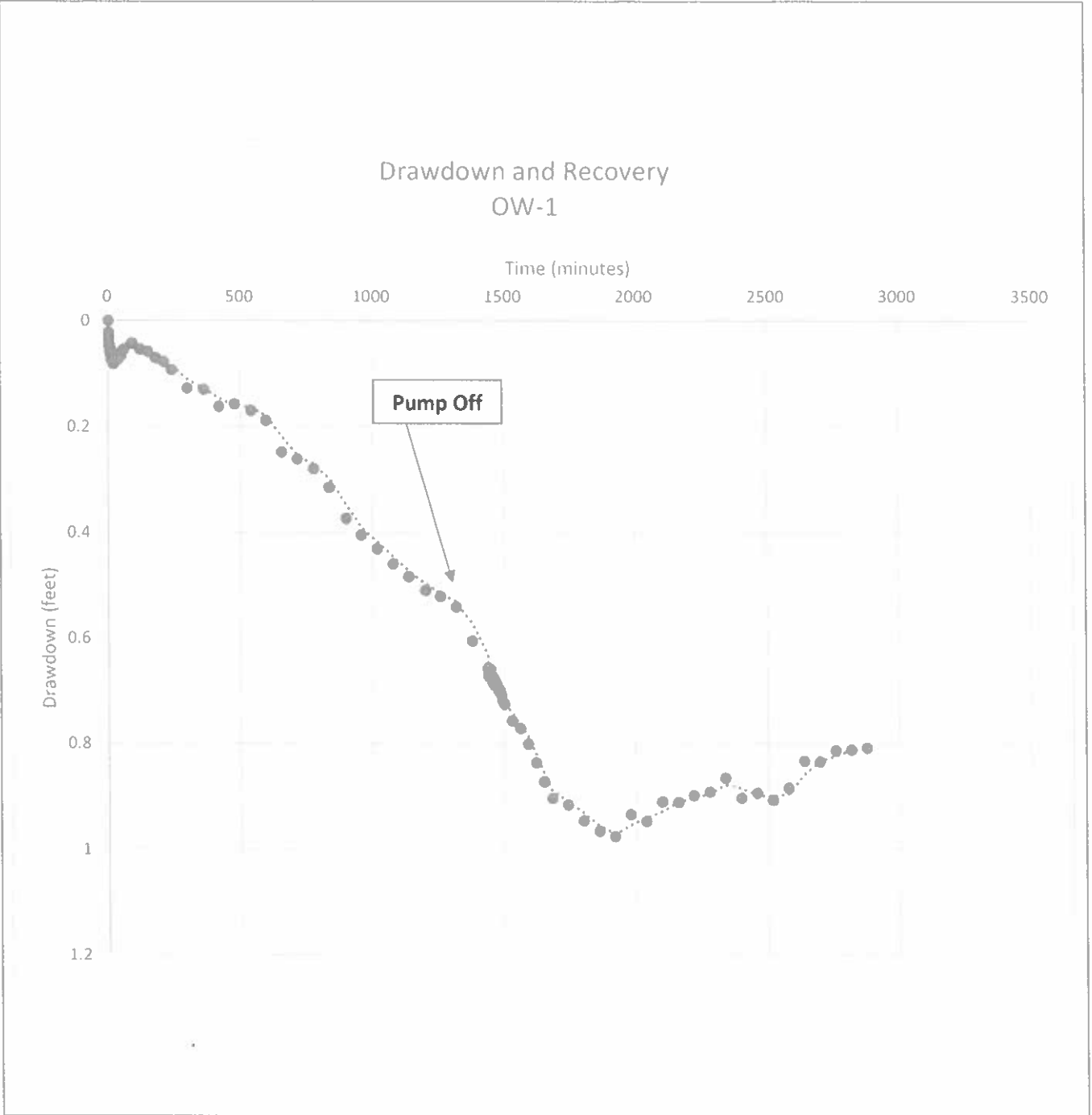

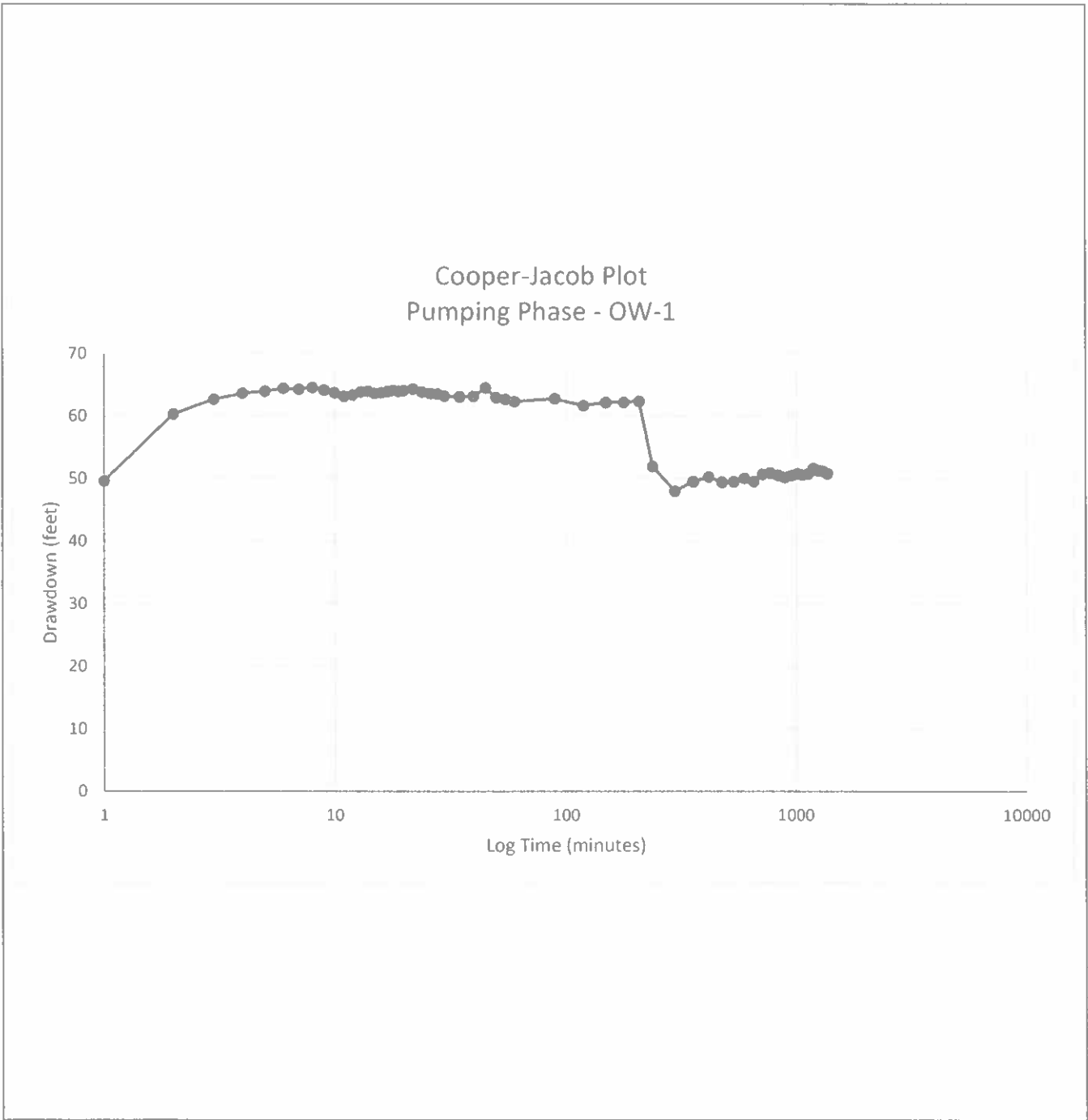



Figure 1	<p>Drawdown and Recovery - PW-1 Tenney Creek Ranch Development Southeast Corner of Hall Road and County Road 141 Luling, Caldwell County, Texas 78648</p>	
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<p>Figure 2</p>	<p style="text-align: center;">Drawdown and Recovery - OW-1 Tenney Creek Ranch Development Southeast Corner of Hall Road and County Road 141 Luling, Caldwell County, Texas 78648</p>	
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<p>Figure 3</p>	<p style="text-align: center;">Cooper-Jacob Plot, OW-1 Tenney Creek Ranch Development Southeast Corner of Hall Road and County Road 141 Luling, Caldwell County, Texas 78648</p>	
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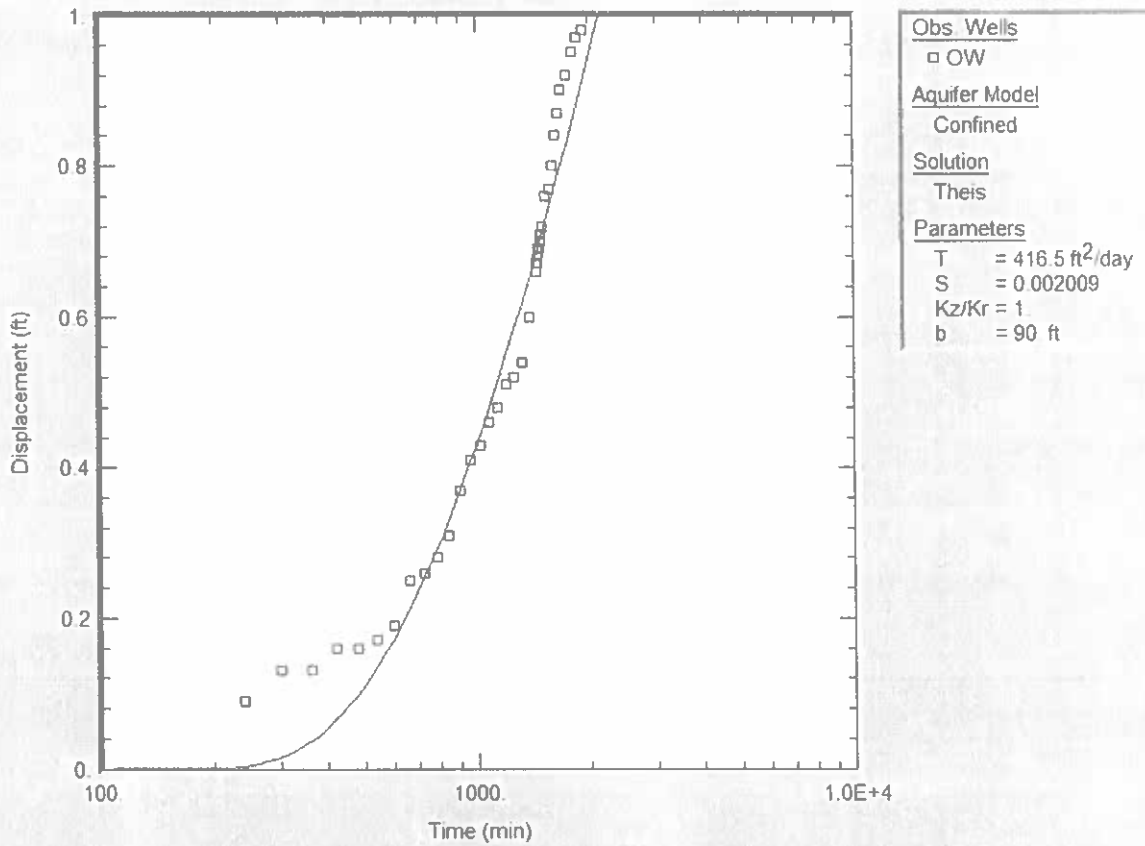
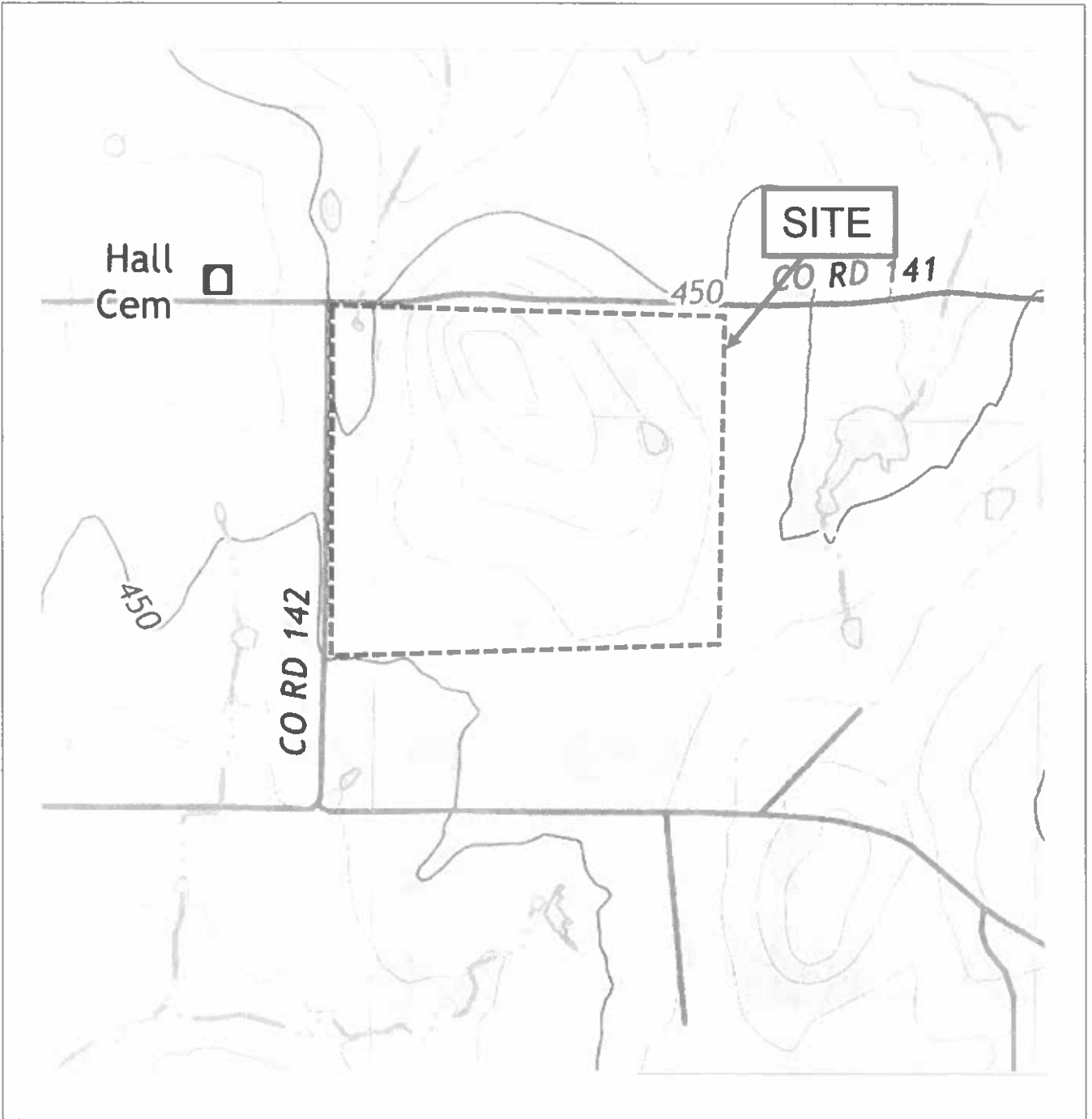




Figure 4

AQTESOLV™ Observation Well – OW-1 Results
 Tenney Creek Ranch Development
 Southeast Corner of Hall Road and County Road 141
 Luling, Caldwell County, Texas 78648





	<p>Exhibit 1 - Topographic Map Tenney Creek Ranch Development Southeast Corner of Hall Road and County Road 141 Luling, Caldwell County, Texas 78648</p>	
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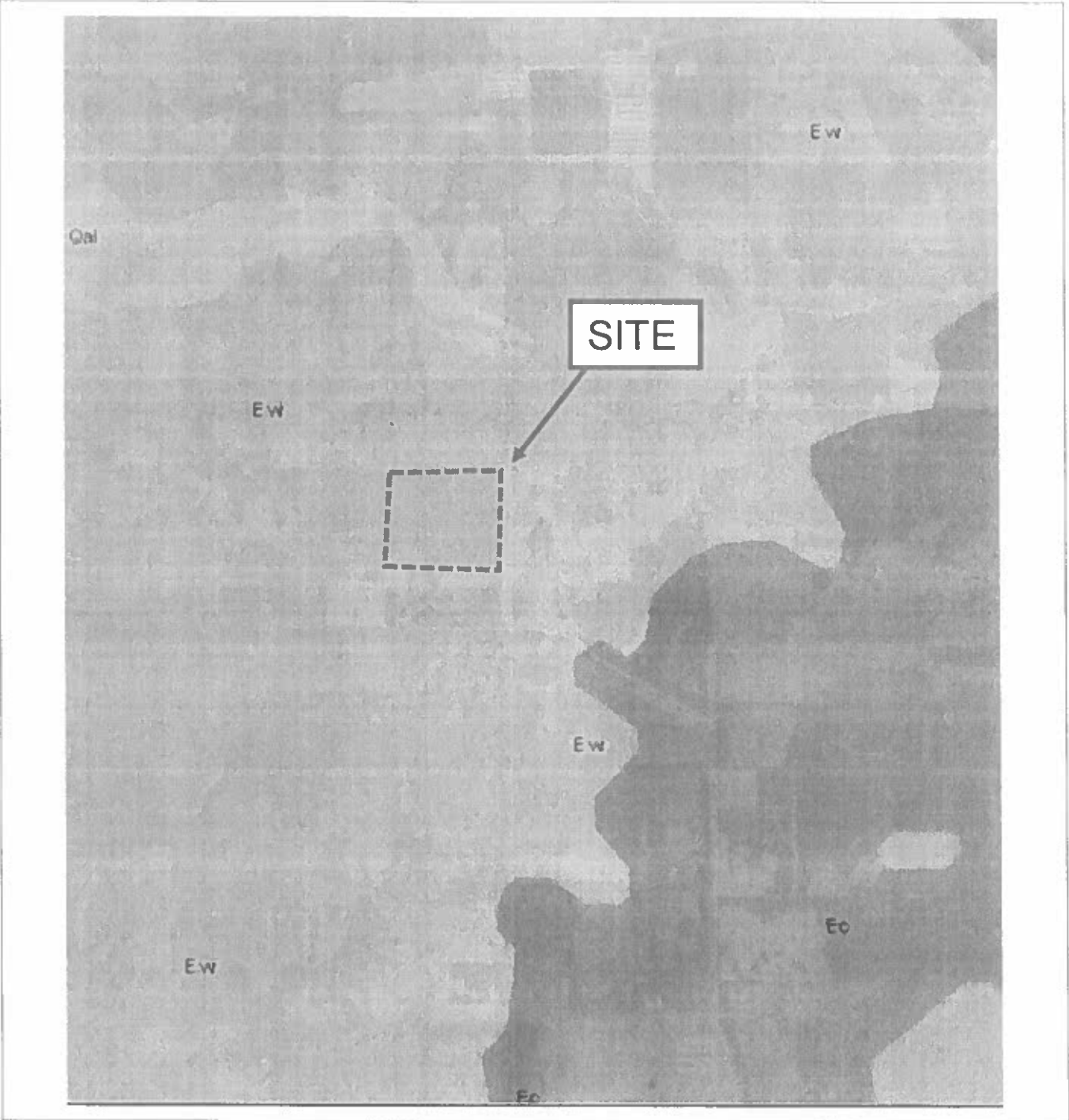


Exhibit 2 - Geologic Map
Tenney Creek Ranch Development
Southeast Corner of Hall Road and County Road 141
Luling, Caldwell County, Texas 78648



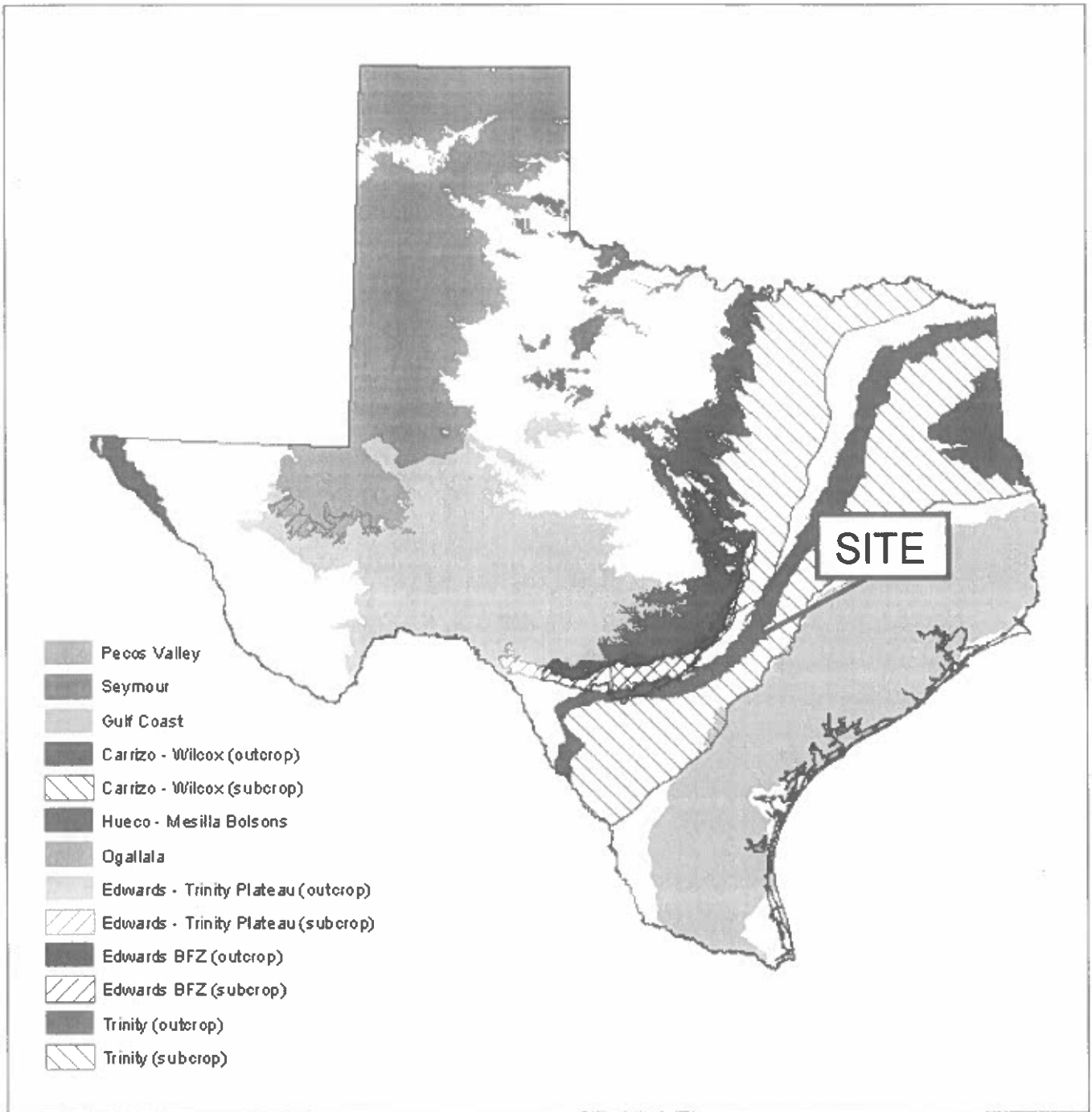


Exhibit 3 - Hydrogeologic Map
Tenney Creek Ranch Development
Southeast Corner of Hall Road and County Road 141
Luling, Caldwell County, Texas 78648





March 22, 2023

Austin Crabill

Service of Availability

Re: Property ID # 23329 : TBD Hall Road , Luling, TX 78648

To Whom It May Concern:

We have determined that the location of your inquiry in Caldwell County is in the certificated service territory of Bluebonnet Electric Cooperative, Inc. and we are therefore willing to provide electric service. Bluebonnet's promise to provide service is contingent upon the applicant fulfilling all the requirements of our Tariff including our Line Extension Policy.

If you have any questions regarding this request, please contact a new service coordinator at 800-842-7708, option 3 or email newservice@bluebonnet.coop.

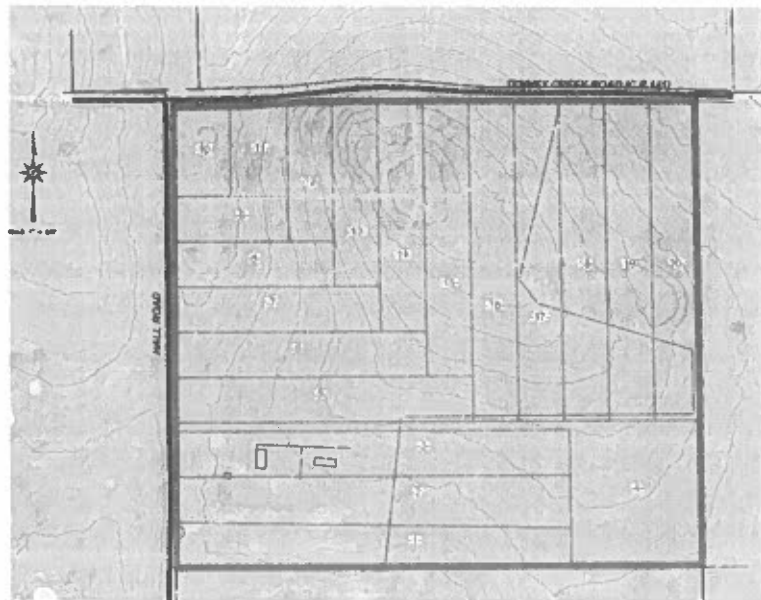
Sincerely,

Jennifer Martin

Manager, Member Services

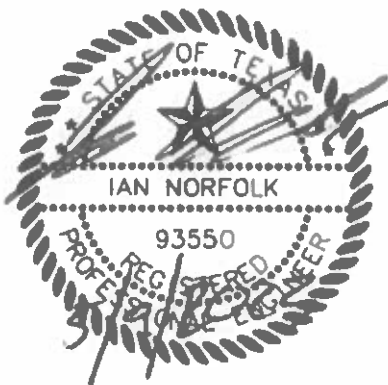


Civil and Environmental Engineering
500 Moseley Road
Crossroads, Texas 76277
TBPE Firm # F-12214
(940) 387-0805



ENGINEERING SUMMARY REPORT
PRELIMINARY DRAINAGE REPORT
TENNEY CREEK RANCH
CALDWELL COUNTY, TEXAS
PRELIMINARY SUBDIVISION PLAT

230032



*Tenney Creek Ranch
Drainage Analysis*

INTRODUCTION

This Engineering Summary Report (ESR) accompanies the Preliminary Plat for the proposed Tenney Creek Ranch. This ESR was prepared in accordance with the Caldwell County Subdivision Ordinances. The proposed subdivision consists of approximately 61.06 acres, according to the plat prepared by JDS Surveying Inc. The site is located along south of CR 141, Tenney Creek Road and east of CR 179, Hall Road in Caldwell County, Texas. The site is not located within the city limits or extra-territorial jurisdiction (ETJ) of any municipality.

The site consists of approximately 61.06 acres and is mostly undeveloped. There are existing ponds on the northwest corner and east property line of the property. At the southwest corner of the property there is an existing tin barn, manufactured home and utilities for the structures such as septic and a water well. Out of the 61.06 acres, 0.343 acres is being dedicated to Caldwell County for public right-of-way. The proposed subdivision consists of 20 lots and with no detention pond areas. The proposed lot lines are shown on the plat.

SITE CHARACTERISTICS

The overall site is located on a hill where the high point is at the northwest corner of the property. It has the high point of Tenney Creek Road on the middle of the north property line and the high point of CR 179 towards the south side of the east property line. The site mostly flows east and south, except for the area flowing to the existing pond at the northwest corner of the property. The existing ponds both onsite and offsite reflects how the existing site drains. The existing site is divided into 4 drainage areas displayed in the Drainage Area Map in the Appendix. There is no offsite drainage going into the site, just onsite.

With the layout of the proposed lots and the existing drainage patterns, there will be lot to lot drainage, specifically between the vertical lots to the horizontal lots and the vertical lots where it drains from west to east.

UTILITIES

The proposed development will consist of creating 20 single family residential lots with the size of the lots ranging from 1-5 acres. All lots meet the minimum required lot size for private on-site sewage facilities (OSSFs) and will be serviced as such. Lots 8-12 does not meet the requirement for the use of public water supply, which is 2-acres, but the remaining lots do meet the requirements to use it. There is a water line that is

*Tenney Creek Ranch
Drainage Analysis*

located north and west of the property from Aqua Water Supply Company that has the possibility of being able to service the proposed lots, an investigation to the company will be needed. All lots have adequate roadway frontage for residential driveways and meet the required driveway separation distances per Caldwell County.

ROADWAYS AND DRAINAGE

The site fronts Tenney Creek Rd and Hall Rd. There are no internal roadways proposed for the subdivision. All private residential driveways will connect to the roads the lots are fronting. Drainage in the subdivision will go along existing conditions.

A preliminary existing drainage analysis was calculated for the proposed subdivision and is included in this submittal shows the site topography as well as the drainage basin areas.

According to FEMA Flood Insurance Rate Map Community Panel No. 48055C0400F, effective date December 30, 2020, the property is not shown to be in a floodplain area.

METHODOLOGY

The site was analyzed by hand on a plotted 24" x 36" sheet using LiDAR data from the Texas Natural Resources Information System (TNRIS). The site was divided into 4 drainage basins as shown in the map in the Appendix. The site is comprised of onsite and offsite drainage areas using a consistent curve number from the Caldwell County Development Ordinances. The preliminary drainage analysis was completed in accordance with the Caldwell County Development Ordinances.

DRAINAGE AREAS

The existing drainage areas are split into 4 different areas labelled DA-1, DA-2, DA-3, and DA-4. The first area drains to the northeast corner of the lot where there is an existing pond. That area flows south to north and east to west to get to that corner. DA-2 flows south to a offsite point at the intersection of Hall Rd and Harwood Rd. DA-3 flows east to a pond that is offsite at the property east of the site. DA-4 flows northeast to Tenney Creek Rd. The total time of concentration for the four drainage areas were calculated, see results as follows:

Tenney Creek Ranch
Drainage Analysis

EXISTING TIME OF CONCENTRATION CALCULATIONS										
Area Designation	SHEET FLOW					SHALLOW CONCENTRATED FLOW				Computed t_c (min)
	Sheet Flow Length (ft)	P_2 (in)	Land Slope (ft/ft)	n	t_{sheet} (min)	Shallow Flow Length (ft)	Shallow Flow Slope (ft/ft)	Shallow Flow Velocity (ft/sec)	$t_{shallow}$ (min)	
TENNEY CREEK RANCH - EXISTING CONDITIONS										
DA-1	100	4.13	0.0500	0.15	5.98	1517.50	0.0329	2.93	8.64	14.62
DA-2	100	4.13	0.0500	0.15	5.98	2310.47	0.0238	2.49	15.47	21.45
DA-3	100	4.13	0.0259	0.15	7.78	1774.03	0.0239	2.49	11.86	19.63
DA-4	100	4.13	0.0446	0.15	6.26	1407.49	0.0320	2.89	8.13	14.39

Exhibit A
(Please see Drainage Area Map for details)

RATIONAL METHOD

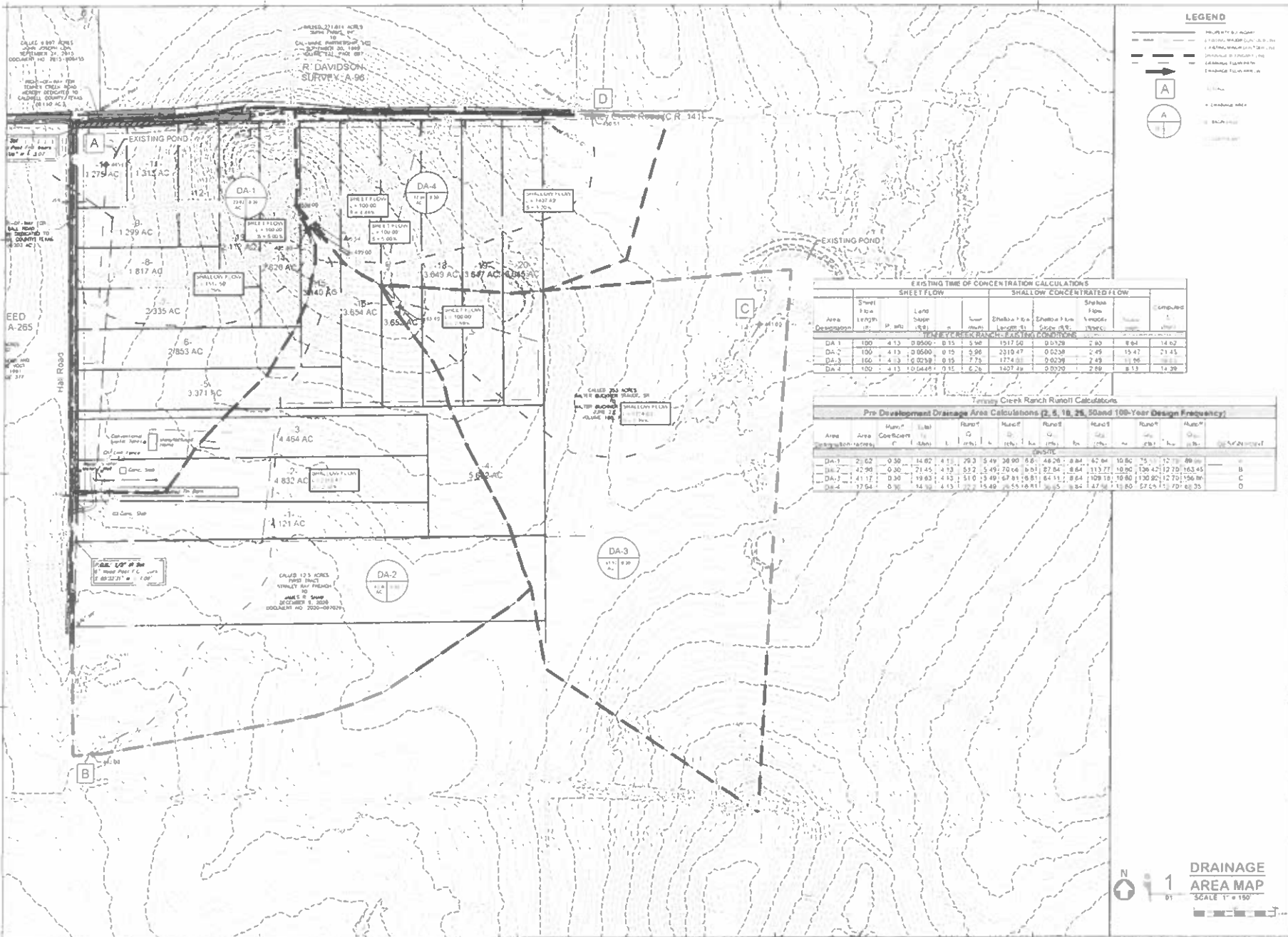
Existing and proposed runoff values were calculated using the Rational Method, where Q (cfs) = CIA . The rainfall data was taken from Atlas 14 rainfall data for Caldwell County at Latitude 29.7406 degrees and Longitude -97.5398 degrees. The (C) coefficient values were obtained from the Caldwell County Development Ordinances. The project area in the predevelopment state is considered agricultural or open areas having a coefficient value of 0.30, for the 2, 5, 10, 25, 50, and 100-year return period storms, respectively. The run-off calculations are for the 2-year, 5-year, 10-year, 25-year, 50-year and 100-year storm events are as follows:

Tenney Creek Ranch Runoff Calculations																
Pre Development Drainage Area Calculations (2, 5, 10, 25, 50 and 100-Year Design Frequency)																
Area Designation	Area (acres)	Runoff Coefficient C	Total T_c (Min)	t_b	Runoff Q_2 (cfs)	t_b	Runoff Q_5 (cfs)	t_b	Runoff Q_{10} (cfs)	t_b	Runoff Q_{25} (cfs)	t_b	Runoff Q_{50} (cfs)	t_b	Runoff Q_{100} (cfs)	DESIGN POINT
ONSITE																
DA-1	23.62	0.30	14.62	4.13	29.3	5.49	38.90	6.81	48.26	8.84	62.64	10.60	75.11	12.70	89.99	A
DA-2	42.90	0.30	21.45	4.13	53.2	5.49	70.66	6.81	87.64	8.84	113.77	10.60	136.42	12.70	163.45	B
DA-3	41.17	0.30	19.63	4.13	51.0	5.49	67.81	6.81	84.11	8.84	109.18	10.60	130.92	12.70	156.86	C
DA-4	17.94	0.30	14.39	4.13	22.2	5.49	29.55	6.81	36.65	8.84	47.58	10.60	57.05	12.70	68.35	D

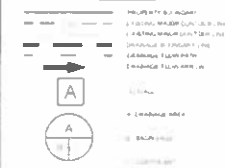
Exhibit B
(Please see Drainage Area Map for details)

CONCLUSION

The existing site exists on a hill and the contours of the site shows that the site drains towards existing ponds that are both on and off the site. Based on the calculations provided, developing the lots to single family residents should not affect the overall drainage to the site. Furthermore, the development would not require detention due to the drainage not affecting the existing conditions. The lots will all be able to have OSSF but four lots cannot have public water supply. The four lots will either need to be layout again to meet the 2-acre requirement or the client can use to do an investigation with Aqua WSC and try to get water to the sites from them.



LEGEND



EXISTING TIME OF CONCENTRATION CALCULATIONS

Area Description	Sheet Size Length (ft)	SHEET FLOW		SHALLOW CONCENTRATED FLOW		Time (min)	Time (min)	Time (min)	Time (min)
		Time (min)	Time (min)	Time (min)	Time (min)				
DA-1	100	4.13	0.0500	0.15	5.50	1517.50	0.5128	2.80	8.64
DA-2	100	4.13	0.0500	0.15	5.96	2310.47	0.6238	2.49	15.47
DA-3	100	4.13	0.0539	0.15	7.73	1774.88	0.6239	2.49	11.96
DA-4	100	4.13	0.0449	0.15	6.75	1927.48	0.7070	2.86	8.13

Tenneny Creek Ranch Runoff Calculations

Pre-Development Drainage Area Calculations (2, 5, 10, 25, 50 and 100-Year Design Frequency)

Area Description	Area (acres)	Area Coefficient (C)	Runoff (in/hr)		Runoff (in/hr)		Runoff (in/hr)		Runoff (in/hr)		Runoff (in/hr)	Runoff (in/hr)	Runoff (in/hr)
			2	5	10	25	50	100					
DA-1	2.62	0.30	14.82	4.13	29.3	5.49	38.00	8.6	48.28	8.84	42.84	10.80	75.12
DA-2	42.98	0.30	71.45	4.13	532	5.49	2034	16.61	82.84	8.84	113.77	10.90	136.42
DA-3	41.17	0.30	19.63	4.13	510	5.49	67.91	16.81	64.11	8.84	109.19	10.80	130.90
DA-4	17.64	0.30	14.10	4.13	177	5.49	16.81	16.81	30.45	8.84	47.48	10.80	57.65

EIKON

www.eikon.com
 8000 W. 11th St.
 Suite 100
 Fort Worth, TX 76132

Professional Engineer
 State of Texas
 License No. 12172

Professional Surveyor
 State of Texas
 License No. 8197

TENNEY CREEK RANCH

TENNEY CREEK RD
 CALDWELL COUNTY, TX 78644

Revised Date: 06/11/2012
 Project No: 130002

Scale: 1" = 150'

North Arrow

ISSUED FOR PERMIT

DRAINAGE AREA MAP

SCALE 1" = 150'

1/8" = 150'

1/4" = 150'

1/2" = 150'

3/4" = 150'

1" = 150'

01

2023-001807 WD Fee: 34.00
03/30/2023 10:17:01 AM Total Pages: 4
Teresa Rodriguez, County Clerk - Caldwell County, TX

15/12/1MF/20474e - Bud

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFER AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**WARRANTY DEED WITH
THIRD PARTY VENDOR'S LIEN**

DATE: March 24, 2023
GRANTOR: JESUS ESCOTO
GRANTEE: AMPLIFY RANCH INVESTMENTS, LTD
Address: P.O. Box 1249 San Marcos, TX 78666

CONSIDERATION: TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, including a Note of the same date in the principal amount of **EIGHT HUNDRED TWENTY FIVE THOUSAND and No/100 Dollars (\$825,000.00)** (the "note") and is executed by Grantee, payable to the order of **FIRST LOCKHART NATIONAL BANK**, (the "Lender"). The Note is secured by a first and superior Vendor's Lien and the Superior Title herein retained in favor of Grantor and assigned and conveyed without recourse to Lender in this Deed and by a Deed of Trust of even date from **Grantees to Mark W. Sheffield, as Trustee**, reference to said Promissory Note and Deed of Trust being hereby made for all purposes. Grantor has **GRANTED, SOLD AND CONVEYED**, and by these presents does **GRANT, SELL AND CONVEY**, unto Grantee the following described Real Property, to wit:

PROPERTY OWNED BY GRANTOR (including any improvements):

BEING A 61.414-ACRE TRACT LYING IN THE WILLIAM J. SNEED SURVEY, ABSTRACT NUMBER 265, CALDWELL COUNTY, TEXAS, AND BEING THAT SAME PROPERTY DESCRIBED IN A GENERAL WARRANTY DEED TO JESUS ESCOTO AND JANICE JOHNSTONE ESCOTO RECORDED IN VOLUME 488, PAGE 62, OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS, SAID 61.414 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING from a 6" wood post found at the intersection of the existing north right-of-way of Hardwood Road and the existing east right-of-way of Hall Road, at the apparent southwest corner of the Flenoy French 12.5-acre tract recorded in Volume 263, Page 444, Deed Records of Caldwell County, Texas (DR);

THENCE North 00°41'57" East, 927.65 feet to a 6" cedar post found for the southwest corner of this 61.414-acre tract, on the existing east right-of-way of Hall Road, at the northwest corner of the James R. Shaw 12.5-acre tract recorded

in Document Number 2020-007029, Official Public Records of Caldwell County, Texas (OPR), and the POINT OF BEGINNING;

THENCE North 00°17'25" West 1545.99 feet with the existing east right-of-way of Hall Road at a distance of 1523.99 feet pass a 6" cedar post on line and continuing for a total distance of 1545.99 feet to a mag nail set for the northwest corner of this 61.414-acre tract, at the intersection of the existing east right-of-way of Hall Road and the existing south right-of-way of Tenney Creek Road;

THENCE North 89°48'43" East 1728.79 feet with the existing south right-of-way of Tenney Creek Road to a 6" Cedar Post found for the northeast corner of this 61.414-acre tract, on the existing south right-of-way of Tenney Creek Road, at the northwest corner of the Walter Buckner Staudt, Jr. 253-acre tract recorded in Volume 168, Page 587, OPR;

THENCE South 00°44'13" East 1538.03 feet with the west boundary of said Staudt, Jr. 253 acres to a 1/2" iron rod set with cap stamped "RPLS" for the southeast corner of this 61.414-acre tract, on the west boundary of said Staudt, Jr. 253 acres, at the northeast corner of said Shaw 12.5 acres;

THENCE South 89°32'52" West with the north boundary of said Shaw 12.5 acres at a distance of 1.32 feet pass a 6" cedar post on line and continuing for a total distance of 1740.92 feet to the POINT OF BEGINNING and containing 61.414 acres of land, more or less.

Together with all improvements thereon, if any, and all rights, privileges, tenements, hereditaments, rights of way, easements, appendages and appurtenances, in anyway appertaining thereto, and all right, title and interest of Grantor in and to any streets, ways, alleys, strips or gores of land adjoining the above described property or any part thereof (hereinafter referred to as the "Property").

RESERVATIONS FROM CONVEYANCE: The first and superior vendor's lien and superior title to secure payment of the Note.

EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Liens described herein as part of the Consideration and any other liens described in this deed as being either assumed or to which title is taken subject to; validly existing easements, rights of way which are recorded and of record; and taxes for the current year and subsequent years, which Grantee assumes and agrees to pay and subsequent assessments for the current year and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the consideration and subject to the Reservations from Conveyance and Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and Exceptions to Conveyance and Warranty.

The Lender, at Grantees request, has paid in cash to Grantor the portion of the purchase price of the Property that is evidenced by the Note. The First and Superior Vendor's Lien against and superior title to the Property are retained for the benefit of the Lender, and are transferred to the Lender without recourse against Grantor.

When this Deed is executed by one person, or when the Grantee is one person, the instrument shall read as though pertinent verbs and pronouns were changed to correspond, and when executed by or to a corporation the words "heirs, executors, administrators" or "heirs and assigns" shall be construed to mean "Successors and Assigns".

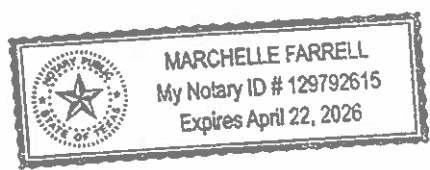
Dated as first written above.

Jesus Escoto
JESUS ESCOTO

THE STATE OF TX
COUNTY OF Flays

This instrument was acknowledged before me on March 21, 2023 by JESUS ESCOTO

[Signature]
Notary Public, State of TX



FILED AND RECORDED**Instrument Number: 2023-001807 WARRANTY DEED**

Filing and Recording Date: 03/30/2023 10:17:01 AM Pages: 4 Recording Fee: \$34.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Caldwell County, Texas.



A handwritten signature in cursive script that reads "Teresa Rodriguez". The signature is written in black ink and is positioned above a horizontal line.

Teresa Rodriguez, County Clerk
Caldwell County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

DO NOT REMOVE. THIS PAGE IS PART OF THE OFFICIAL PUBLIC RECORD.

Through Tax Year
2022

TAX CERTIFICATE

Certificate #
7170

Issued By:
Caldwell County Appraisal District
211 Bufkin Ln.
P.O. Box 900
Lockhart, TX 78644

Property Information
Property ID: 23329 Geo ID: 0500265-015-000-00
Legal Acres: 61.4800
Legal Desc: A265 SNEED, WILLIAM J., ACRES 61.48
Situs: 269 HALL RD LULING, TX 78648
DBA:
Exemptions: HS, OV65

Owner ID: 239033 100.00%
AMPLIFY RANCH INVESTMENTS LTD
PO BOX 1249
SAN MARCOS, TX 78667-1249

For Entities	Value Information
Caldwell County	Improvement HS: 0
Farm to Market Road	Improvement NHS: 11,330
FLORES FELICIANO ESTATE	Land HS: 26,100
Luling ISD	Land NHS: 0
Plum Creek Conservation District	Productivity Market: 489,870
Plum Creek Underground Water	Productivity Use: 6,350
	Assessed Value: 41,444

Property is receiving Ag Use

Current/Delinquent Taxes

This is to certify that, after a careful check of the tax records of this office, the following delinquent taxes, penalties, interest and any known costs and expenses as provided by Tax Code §33.48, are due on the described property for the following taxing unit(s):

Year	Entity	Taxable	Tax Due	Disc./P&I	Attorney Fee	Total Due
Totals:			0.00	0.00	0.00	0.00

Effective Date: 06/21/2023

Total Due if paid by: 06/30/2023 0.00



Tax Certificate Issued for:	Taxes Paid in 2022	POSSIBLE ROLLBACK
Plum Creek Underground Water	6.59	
Plum Creek Conservation District	6.42	
Luling ISD	279.99	
Farm to Market Road	0.03	
Caldwell County	192.41	

If applicable, the above-described property has/is receiving special appraisal based on its use, and additional rollback taxes may become due based on the provisions of the special appraisal (Comptroller Rule 9.3040) or property omitted from the appraisal roll as described under Tax Code Section 25.21 is not included in this certificate [Tax Code Section 31.08(b)].

Pursuant to Tax Code Section 31.08, if a person transfers property accompanied by a tax certificate that erroneously indicates that no delinquent taxes, penalties or interest are due a taxing unit on the property or that fails to include property because of its omission from an appraisal roll, the unit's tax lien on the property is extinguished and the purchaser of the property is absolved of liability to the unit for delinquent taxes, penalties or interest on the property or for taxes based on omitted property. The person who was liable for the tax for the year the tax was imposed or the property was omitted remains personally liable for the tax and for any penalties or interest.

A tax certificate issued through fraud or collusion is void.

This certificate does not clear abuse of granted exemptions as defined in Section 11.43 Paragraph(1) of the Texas Property Tax Code.

May Be Subject to Court Costs if Suit is Pending

Date of Issue: 06/21/2023
Requested By: CRABILL AUSTIN
Fee Amount: 10.00
Reference #:

Signature of Authorized Officer of Collecting Office

Caldwell County Agenda Item

AGENDA DATE: January 23, 2024

Type of Agenda Item: Subdivision

Subject: To approve the Final Plat for Spanish Oaks consisting of 11 residential lots on approximately 20.03 acres located on Old Colony Line Road and Spanish Oaks Road.

Costs: \$0.00

Agenda Speakers: Commissioner Horne/Kasi Miles

Backup Materials: Attached

Total # of Pages: 15



January 10, 2024

Kasi Miles, Director of Sanitation
Caldwell County
1700 FM 2720
Lockhart, TX 78644

**RE: SPANISH OAKS SUBDIVISION: FINAL PLAT
CALDWELL COUNTY**

SUBJECT: RECOMMENDATION FOR APPROVAL

Dear Mrs. Miles:

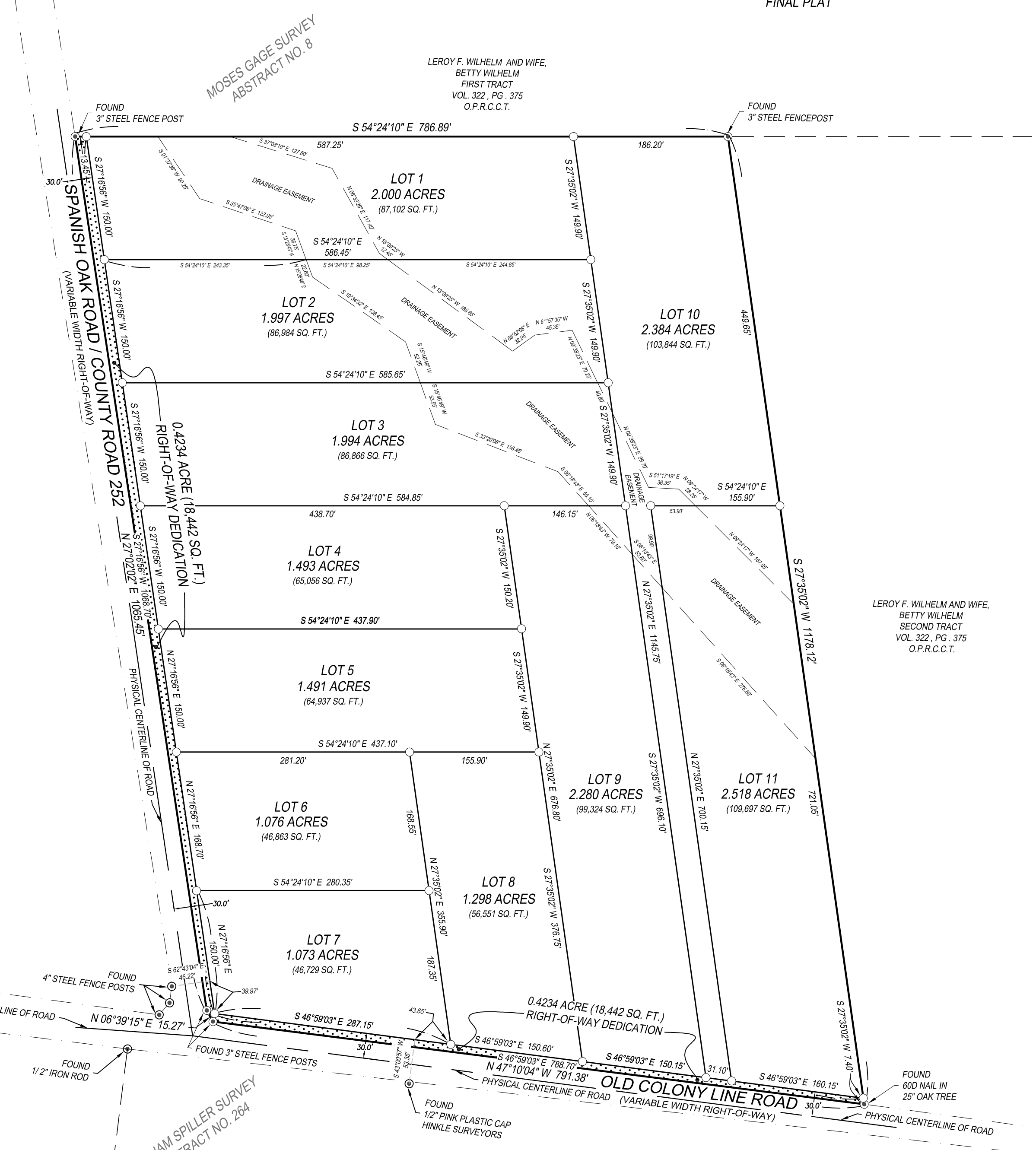
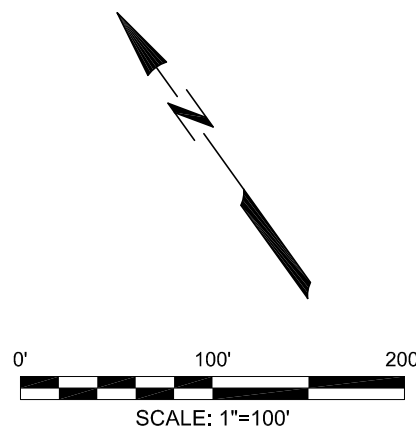
Cuatro Consultants, Ltd., reviewed the subject Project for compliance with Caldwell County's subdivision development ordinance and recommends approval of the Spanish Oaks Subdivision Final Plat.

Please advise if you have any questions concerning this matter.

Sincerely,

Chris Elizondo, E.I.T., S.I.T.
Project Manager

SPANISH OAK ACRES
FINAL PLAT



NOTES:

1. THIS SURVEY WAS PERFORMED APRIL 14, 2023.
2. THE PURPOSE OF THIS SURVEY IS TO DEPICT BOUNDARY EVIDENCE AND EXISTING CONDITIONS FOUND AT THE TIME OF THIS SURVEY.
3. THIS SURVEY IS BASED ON GPS OBSERVATIONS AND PROJECTED TO TEXAS STATE PLANE COORDINATES, SOUTH CENTRAL ZONE, NORTH AMERICAN DATUM, 1983 (NAD83) (US SURVEY FEET), GROUND. THE COMBINED FACTOR USED TO OBTAIN GRID DISTANCES IS 0.999879165
4. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY ACKLAM, INC. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS OF WAY, OR TITLE OF RECORD, ACKLAM INC, RELIED ON TITLE COMMITMENT POLICY NUMBER 2309820-LKH, PREPARED BY TITLE RESOURCES GUARANTY COMPANY, DATED APRIL 5, 2023.
5. LOCATIONS OF UTILITIES AND FOREIGN PIPELINES WERE DETERMINED FROM VISIBLE SURFACE EVIDENCE. THESE LOCATIONS IF SHOWN MAY NOT BE ACCURATE OR COMPLETE. OTHER UTILITIES MAY EXIST AND ARE TO BE FIELD LOCATED BY OTHERS PRIOR TO EXCAVATION. ACKLAM, INC. IS NOT RESPONSIBLE FOR THE EXACT LOCATION OF SUBSURFACE UTILITIES, NOR FOR ANY DAMAGES BY CONSTRUCTION OR EXCAVATION ON OR NEAR SAID UTILITIES.
6. ALL REFERENCES MADE HEREON TO VOLUME & PAGE, DESCRIPTION NUMBERS, PLATS, OR MAPS ARE PUBLIC DOCUMENTS FILED FOR RECORD IN CALDWELL COUNTY, TEXAS.
7. THIS SURVEY IS LOCATED IN ZONE X; AREAS DETERMINED TO BE OF MINIMAL FLOOD HAZARD, PER FEMA MAP NUMBER 48055C0150E, EFFECTIVE DATE JUNE 19, 2012.
8. THIS SUBDIVISION IS SERVICED BY TRI-COMMUNITY V.F.D. FIRE & RESCUE.
9. IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE THE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED ACCESS ONTO A PUBLICLY DEDICATED COUNTY ROADWAY UNLESS A DRIVEWAY PERMIT HAS BEEN ISSUED BY THE APPROPRIATE COUNTY ROAD AND BRIDGE DEPARTMENT.
10. NO LOTS ARE TO BE OCCUPIED UNTIL OSSF PERMIT AND ELECTRICITY AND ROADS HAVE BEEN PROVIDED AND CONSTRUCTION IS COMPLETED AND APPROVED BY CALDWELL COUNTY SANITATION DEPARTMENT.
11. UTILITIES PROVIDED BY:
 - a. ELECTRICITY: BLUEBONNET ELECTRIC COOP., INC.
 - b. WATER: WELL
 - c. WASTEWATER: ON-SITE SEPTIC SYSTEMS
12. RECORD OWNERS OF LAND: SPANISH OAK ACRES, LLC.
13. PLAT PREPARED BY: ACKLAM, INC., 11713 SHOREVIEW OVERLOOK, AUSTIN, TX 78732 737-255-9446
14. DATE OF PREPARATION: AUGUST 2023
15. SURVEYOR: THOMAS CARGILL, RPLS 5835, 11713 SHOREVIEW OVERLOOK, AUSTIN, TX 78732 737-255-9446
16. ANY FUTURE DEVELOPMENT OF BLOCK 1 WILL BE SUBJECT TO CALDWELL COUNTY'S DEVELOPMENT ORDINANCE IN EFFECT AT THE TIME OF DEVELOPMENT.

LEGEND

●	PROPERTY CORNER FOUND AS NOTED	—	SITE BOUNDARY
○	SET 1/2" IRON ROD WITH CAP STAMPED "ACKLAM INC."	- - - -	ADJOINER PARCEL LINE
O.P.R.C.C.	OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS	- · - · -	RIGHT OF WAY LINE

SCALE: 1"=100'	CLIENT NAME: SPANISH OAK ACRES, LLC		SHEET:
DATE: 8/24/2023	REV. #	REVISION DATE	Acklam, Inc. 133 S. 27th Avenue Brighton, CO 80601 11713 Shoreview Overlook Austin, TX 78732 Texas Firm#10194171
JOB NO.: 237006			
JOB NAME: SPANISH OAK ACRES			
DRAWN: TEC CHK: CA			
REV:			
AFE NO:			1 OF 2

SPANISH OAK ACRES
FINAL PLAT

FIELD NOTES:

BEING A 20.027 ACRE PARCEL LAND SITUATED IN THE MOSES GAGE SURVEY, ABSTRACT NO. 8, BEING ALL OF THAT 20.14 ACRE PARCEL DESCRIBED AS SECOND TRACT IN THAT DEED FILED FOR RECORD IN VOLUME 440, AT PAGE 611, OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY (O.P.R.C.C.), MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 3" STEEL FENCE CORNER POST FOUND AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF OLD COLONY LINE ROAD (C.R. 160) AND THE EAST RIGHT-OF-WAY LINE OF SPANISH OAK ROAD (C.R.252), NEAR THE WEST CORNER OF SAID MOSES GAGE SURVEY, FOR THE MOST SOUTHERLY WEST CORNER HEREOF;

THENCE WITH FENCE, ALONG AN ANGLE INTERSECTION, NORTH 06°39'15" EAST A DISTANCE OF 15.27 FEET TO A 3" STEEL FENCE CORNER POST FOUND AT SAID INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF OLD COLONY LINE ROAD (C.R. 160) AND SAID EAST RIGHT-OF-WAY LINE OF SPANISH OAK ROAD (C.R.252), NEAR THE WEST CORNER OF SAID MOSES GAGE SURVEY, FOR THE MOST NORTHERLY WEST CORNER HEREOF;

THENCE WITH SAID EAST RIGHT OF WAY LINE OF SPANISH OAK ROAD, NORTH 27°02'02" EAST A DISTANCE OF 1065.46 FEET TO A 3" STEEL FENCE CORNER POST FOUND FOR THE SOUTHWEST CORNER OF THAT CALLED FIRST TRACT CONVEYED TO LEROY F. WILHELM, AND WIFE BETTY WILLHELM IN VOLUME 322, PAGE 375 OF THE DEED RECORDS OF CALDWELL COUNTY, TEXAS;

THENCE WITH THE SOUTH LINE OF SAID TRACT ONE, SOUTH 54°24'10" EAST A DISTANCE OF 786.89 FEET TO A 3" STEEL FENCE CORNER POST FOUND IN SAID SOUTH LINE, FOR THE NORTHWEST CORNER OF THAT CALLED SECOND TRACT CONVEYED TO LEROY F. WILHELM, AND WIFE BETTY WILLHELM IN VOLUME 322, PAGE 375 OF THE DEED RECORDS OF CALDWELL COUNTY, TEXAS ;

THENCE LEAVING THE SOUTH LINE OF SAID FIRST TRACT, WITH THE WEST LINE OF SAID SECOND TRACT, SOUTH 27°35'02" WEST A DISTANCE OF 1178.12 FEET TO A 25" OAK TREE WITH 60D NAIL FOUND IN SAID NORTH RIGHT OF WAY LINE OF OLD COLONY LINE ROAD (C.R. 160), FOR THE SOUTHWEST CORNER OF SAID SECOND TRACT, AND THE SOUTHEAST CORNER HEREOF;

THENCE WITH SAID NORTH RIGHT OF WAY LINE OF OLD COLONY LINE ROAD (C.R. 160) NORTH 47°10'04" WEST A DISTANCE OF 791.38 FEET TO THE **POINT OF BEGINNING**. CONTAINING 20.027 ACRES (87,2373 SQUARE FEET) OF LAND, MORE OR LESS.

STATE OF TEXAS:

CALDWELL COUNTY:

KNOW ALL MEN BY THESE PRESENTS, THAT SPANISH OAK ACRES, LLC, THE UNDERSIGNED OWNER OF THAT 20.027 ACRE PARCEL OF LAND SHOWN ON THIS PLAT AND DESCRIBED AND DESIGNATED HEREON AS SPANISH OAK ACRES, DO HEREBY SUBDIVIDE SAID 20.027 ACRE PARCEL OF LAND AND DEDICATE TO THE USE OF THE PUBLIC FOREVER, THE STREETS AND ALLEYS SHOWN HEREON, AND FURTHER RESERVE TO THE PUBLIC ALL EASEMENTS FOR THE MUTUAL USE OF ALL PUBLIC UTILITIES DESIRING TO USE THE SAME, THAT ANY PUBLIC UTILITY SHALL HAVE THE RIGHT TO REMOVE AND KEEP REMOVED ALL OR ANY PART OF ANY GROWTH OR CONSTRUCTION FOR MAINTENANCE OR EFFICIENT USE OF ITS RESPECTIVE SYSTEM IN SUCH EASEMENTS.

BY: TRENTON B. HORTER, MANAGER AND MEMBER
SPANISH OAK ACRES, LLC
5701 W SLAUGHTER LANE, BLDG A130
AUSTIN, TX 78749

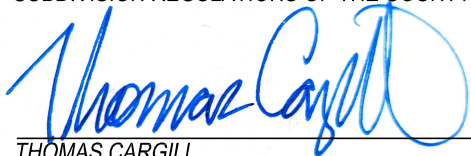
BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED _____, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING DOCUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATIONS STATED HERON.

SEAL MY COMMISSION EXPIRES _____

NOTARY PUBLIC STATE OF TEXAS

SURVEYORS CERTIFICATE:

I, THOMAS CARGILL, DO HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND CORRECT, AND THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE ON-THE-GROUND SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE COUNTY OF CALDWELL.


THOMAS CARGILL
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5835
11713 SHOREVIEW OVERLOOK
AUSTIN, TX 78732
720-685-5900



ENGINEERS CERTIFICATION:

I, MIGUEL GONZALES, P.E., AM AUTHORIZED TO PRACTICE THE PROFESSION OF ENGINEERING IN THE STATE OF TEXAS AND DO HEREBY CERTIFY THAT THIS PLAT SATISFIES THE ENGINEERING REQUIREMENTS CALDWELL COUNTY DEVELOPMENT ORDINANCE."

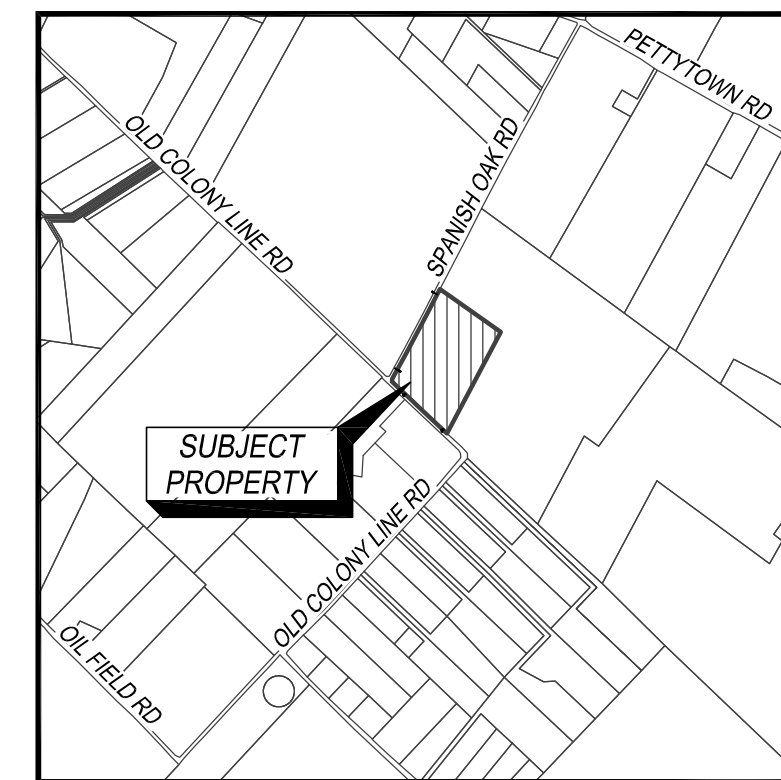
MIGUEL GONZALES, P.E. No. 95681
SOUTHWEST ENGINEERS, INC.
REGISTERED ENGINEERING FIRM TBPE No. F-1909
205 CIMARRON PARK LOOP, SUITE B
BUDA, TX 78610

CALDWELL COUNTY ON-SITE WASTEWATER PROGRAM NOTES:

- NO STRUCTURES IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR UNTIL A PRIVATE ON SITE SEWAGE DISPOSAL SYSTEM HAS BEEN INSTALLED, INSPECTED, AND PERMITTED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES AND/OR THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY, AND THE CALDWELL COUNTY COUNTY ON-SITE WASTEWATER PROGRAM.
- NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A MUNICIPAL WATER DISTRIBUTION SYSTEM OR AN APPROVED ONSITE WATER WELL.
- NO ON-SITE WASTEWATER DISPOSAL SYSTEM MAY BE INSTALLED WITHIN 100 FEET OF A PRIVATE WATER WELL NOR AN ON-SITE WASTEWATER DISPOSAL SYSTEM BE INSTALLED WITHIN 150 FEET OF A PUBLIC WATER WELL.
- NO CONSTRUCTION MAY BEGIN ON ANY LOT IN THIS SUBDIVISION UNTIL PLANS FOR THE PRIVATE ON-SITE WASTEWATER DISPOSAL SYSTEM ARE SUBMITTED AND APPROVED BY THE CALDWELL COUNTY ON-SITE WASTEWATER PROGRAM.
- THESE RESTRICTIONS ARE ENFORCEABLE BY THE CALDWELL COUNTY ON-SITE WASTEWATER PROGRAM AND / OR LOT OWNERS.

KASI MILES
DIRECTOR OF SANITATION

DATE _____



VICINITY MAP
N.T.S.

I, TERESA RODRIGUEZ, COUNTY CLERK IN AND FOR CALDWELL COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT WITH ITS CERTIFICATES OF AUTHENTICATION WAS FILED FOR RECORD

IN MY OFFICE THE _____ DAY OF _____, 2023 AT _____ O'CLOCK
M., AND

DULY RECORDED ON THE _____ DAY OF _____, 20____, IN THE PLAT RECORDS OF

CALDWELL COUNTY, TEXAS IN PLAT CABINET _____, AT SLIDE _____.

TERESA RODRIGUEZ
CALDWELL COUNTY CLERK

I, TERESA RODRIGUEZ, COUNTY CLERK IN AND FOR CALDWELL COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE ORDER THAT THIS PLAT BE RECORDED IS DATED

THE _____ DAY OF _____, 202____ AT _____ O'CLOCK _____ M., AND

DULY RECORDED IN CABINET _____, PAGE _____ IN THE COMMISSIONER'S COURT MINUTES OF CALDWELL COUNTY, TEXAS.

TERESA RODRIGUEZ
CALDWELL COUNTY CLERK

SCALE: N/A	CLIENT NAME: SPANISH OAK ACRES, LLC		SHEET: 2 OF 2
DATE: 8/24/2023			
JOB NO.: 237006	REV. #	REVISION DATE	
JOB NAME: SPANISH OAK ACRES			
DRAWN: TEC	CHK: CA		
REV:			Acklam, Inc. 133 S. 27th Avenue Brighton, CO 80601 11713 Shoreview Overlook Austin, TX 78732 Texas Firm#10194171
AFE NO:			

Caldwell County Development Application



Date Submitted

12-11-2023

Type of Application

- Preliminary Plat
- Final Plat (New)
- Short Form Final Plat
- Replat
- Subdivision Construction Plans
- Floodplain
- Commercial Development

Application Contacts

1. Owner Information (i.e. Land owner name, address, contact name, phone, email)

Trenton Horter
FM Land Holdings, LEC
(512) 379-2338
trent@fmlandholdings.com

2. Applicant Information (i.e. Developer name, address, contact name, phone, email)

Southwest Engineers, Inc.
Nathan Leija, E.I.T.
205 Cimarron Park Loop, Suite B
Buda, TX 78610
(512) 312-4336
nathan.leija@swengineers.com

3. Designated Contact (i.e. Person County will coordinate with in regards to comments/approvals. Include name, address, contact name, phone, email)

Southwest Engineers, Inc.
Nathan Leija, E.I.T.
205 Cimarron Park Loop, Suite B
Buda, TX 78610
(512) 312-4336
nathan.leija@swengineers.com

4. Consultants (*If applicable)

N/A

Licensed Professional Engineer*:

Southwest Engineers, Inc.
Texas Firm No. F-1909
205 Cimarron Park Loop, Suite B
Buda, TX 78705

Registered Professional Land Surveyor*:

Thomas Cargill, RPLS
Texas Firm No. 10194171
Acklam, Inc.

Registered Sanitarian*:

N/A

Geoscientists*:

N/A

Application Questionnaire

Property Address (or approximate location)

Old Colony Line Rd & Spanish Oaks Rd

Survey Information (Survey/Abstract, Acreage, Recorded Vol/Pg/Instrument):

A008 Gage, Moses, Acres 20.14

Parcel Tax ID Number

79006

Caldwell County Precinct Number

- Precinct 1
 Precinct 2
 Precinct 3
 Precinct 4

Located in City ETJ:

- Yes, City Name: _____
 No

Anticipated source of water in the development

- Individual Wells
 Rainwater Collection System(s)
 From Groundwater
 From Surface Water
 Water Provider: _____

Anticipated wastewater system in the development

- Standard/Conventional On-Site Sewage Facility
 Advanced On-Site Sewage Facility
 Sewer Provider: _____

Project Description

Subdivision of 20.14-acres into 11 lots with associated right-of-way access and utilities

Subdivision Plat Application Questionnaire

Proposed Name of Subdivision:

Spanish Oaks Acres

If application is for a replat (list reason(s) for the replat)

N/A

Total Acreage of Subject Property

20.03-acre

Total Proposed Residential Lots

11

Total Proposed Commercial Lots

N/A

Type of Construction

Has Appropriate Application Checklist been attached?

- Yes
- No

Owner's Certification

I hereby certify that I have given permission for the below applicant to submit this Application and to represent me in all matters affecting said Application. The below individual will be known as the "Applicant"

- Owner Name: Trenton Horter Phone Number: (512) 379-2338
- Applicant Name: Nathan Leija, E.I.T. Phone Number: (512) 312-4336
- Owner Email: trent@fmlandholdings.com
- Owner Signature: *Trenton Horter*

FM LAND HOLDINGS, LLC 10-21 238
 5701 W SLAUGHTER LN BLDG A130
 AUSTIN, TX 78749 12/17/23 88-1818-1117 2
CHECK ARMOR

Pay to the Order of Caldwell County \$ 2,400
Two thousand four hundred and 00/100 Dollars MP

Postnet P O Box 800
 Schertz, TX 78154

For Spanish Oak Acres Plat Trust 9/2013

MP

CALDWELL COUNTY SANITATION DEPT.
 1700 FM 2720
 LOCKHART, TEXAS 78644
 (512) 398-1803

09726
 DATE 12 12 23

RECEIVED FROM FM Land Holdings, LLC \$ 2,400.00
Two thousand four hundred dollars + no/100

FOR Final plat fees - Spanish Oaks Acres

Thank You

AMOUNT OF ACCOUNT		<input checked="" type="checkbox"/> CASH
THIS PAYMENT	<u>2,400.00</u>	<input type="checkbox"/> CHECK
BALANCE DUE	<u>0</u>	<input type="checkbox"/> CREDIT CARD
		<input type="checkbox"/> MONEY ORDER

BY Karen L Miles



August 3, 2023

Lavanya Gade

Service of Availability

Re: Property ID # 79006 – Dale, TX 78616

To Whom It May Concern:

We have determined that the location of your inquiry in Caldwell County is in the certificated service territory of Bluebonnet Electric Cooperative, Inc. and we are therefore willing to provide electric service. Bluebonnet's promise to provide service is contingent upon the applicant fulfilling all the requirements of our Tariff including our Line Extension Policy.

If you have any questions regarding this request, please contact a new service coordinator at 800-842-7708, option 3 or email newservice@bluebonnet.coop.

Sincerely,

Jennifer Martin

Manager, Member Services

Subdivision/Project Name: Spanish Oak Acres, Caldwell County, TX

CERTIFICATION OF GROUNDWATER AVAILABILITY FOR PLATTING FORM (30 TAC §230.3(c))

Use of this form: If required by a municipal authority pursuant to Texas Local Government Code, §212.0101, or a county authority pursuant to §232.0032, Texas Local Government Code, the plat applicant and the Texas licensed professional engineer or Texas licensed professional geoscientist shall use this form based upon the requirements of Title 30, TAC, Chapter 230 to certify that adequate groundwater is available under the land to be subdivided (if the source of water for the subdivision is groundwater under the subdivision) for any subdivision subject to platting under Texas Local Government Code, §212.004 and §232.001. The form and Chapter 230 do not replace state requirements applicable to public drinking water supply systems or the authority of counties or groundwater conservation districts under either Texas Water Code §35.019 or Chapter 36.

Administrative Information (30 TAC §230.4)
1. Name of Proposed Subdivision: Spanish Oak Acres
2. Any Previous Name Which Identifies the Tract of Land: None known. County parcel info cited below in Item 7. May have been a part of the adjacent (to west) C Bar C Ranch sometime in the past.
3. Property Owner's Name(s): Spanish Oak Acres, LLC (Managing Partners: Trent Horter, Mike Springer)
Address: 5701 W Slaughter Lane, Bldg. A-130, Austin, TX 78749
Phone: 512-379-2338
Fax:
4. Plat Applicant's Name: Chris Dringenberg, P.E., with Southwest Engineers
Address: 205 Cimarron Park Loop, Ste. 205 Buda, TX 78610
Phone: (512)312-4336
Fax:
5. Licensed Professional Engineer or Geoscientist:
Name: John K. Mikels, PG d/b/a GEOS Consulting
Address: 7205 Towering Oaks Dr., Austin, TX 78745
Phone: (512)445-3433, (512)924-1805
Fax: (512)445-5005
License Number: 14
6. Location and Property Description of Proposed Subdivision: Northeast corner of Old Colony Line Road (CR-160) & Spanish Oaks Road (CR-252) intersection
7. Tax Assessor Parcel Number(s).
Book: : Abstract No. 8, Vol. 440, Page 611
Map:
Parcel: Caldwell County Appraisal District Parcel# 79006

Proposed Subdivision Information (30 TAC §230.5)
8. Purpose of Proposed Subdivision (single family/multi-family residential, non-residential, commercial): Single family residential
9. Size of Proposed Subdivision (acres): 20.14 per County records; 20.027 per April, 2023 tract survey
10. Number of Proposed Lots: 11
11. Average Size of Proposed Lots (acres): 1.82

Subdivision/Project Name: Spanish Oak Acres, Caldwell County, TX

12. Anticipated Method of Water Distribution.		
Expansion of Existing Public Water Supply System?	Yes	NO
New (Proposed) Public Water Supply System?	Yes	NO
Individual Water Wells to Serve Individual Lots?	YES	No
Combination of Methods?	Yes	NO
Description (if needed): One well per lot. Wells will be located to meet State and Plum Creek Conservation District well spacing and setback requirements (from other wells, property lines, septic systems, etc.). Lot owners will be strongly encouraged to include rainwater collection, grey-water reuse, xeriscaping, and other water conservation measures in the development and use of their home.		
13. Additional Information (if required by the municipal or county authority): None requested by County.		
Note: If public water supply system is anticipated, written application for service to existing water providers within a 1/2-mile radius should be attached to this form (30 TAC §230.5(f) of this title). NA		

Projected Water Demand Estimate (30 TAC §230.6)	
14. Residential Water Demand Estimate at Full Build Out (includes both single family and multi-family residential).	
Number of Proposed Housing Units (single and multi-family): 11, single family	
Average Number of Persons per Housing Unit: 4	
Gallons of Water Required per Person per Day: 105gpd/person = 420gpd/unit = 0.0013ac-ft/day/unit	
Water Demand per Housing Unit per Year (acre feet/year): 0.47ac-ft/yr/unit	
Total Expected Residential Water Demand per Year (acre feet/year): 5.2 ac-ft/yr	
15. Non-residential Water Demand Estimate at Full Build Out. None anticipated.	
Type(s) of Non-residential Water Uses: None planned.	
Water Demand per Type per Year (acre feet/year): Residential = 5.2 ac-ft/yr	
16. Total Water Demand Estimate at Full Build Out (acre feet/year): 5.2 ac-ft/yr	
17. Sources of Information Used for Demand Estimates: Previous GWAC studies done in nearby counties (e.g: Kendall County)	

General Groundwater Resource Information (30 TAC §230.7)	
18. Identify and describe, using Texas Water Development Board names, the aquifer(s) which underlies the proposed subdivision. Wilcox Group & Aquifer. Estimated thickness of Wilcox beneath the Site is 800± feet, based on regional geologic data. The Wilcox is predominantly fine to medium grained sands & sandstone with beds of sandy clay, silty shale, and minor limestone.	
Note: Users may refer to the most recent State Water Plan to obtain general information pertaining to the state's aquifers. The State Water Plan is available on the Texas Water Development Board's Internet website at: www.twdb.state.tx.us	

Obtaining Site-Specific Groundwater Data (30 TAC §230.8)		
19. Have all known existing, abandoned, and inoperative wells within the proposed subdivision been located, identified, and shown on the plat as required under §230.8(b) of this title? Only identified wells on site are the 2 wells installed in Lots 5 & 6, for this study.	YES	No

Subdivision/Project Name: Spanish Oak Acres, Caldwell County, TX

20. Were the geologic and groundwater resource factors identified under §230.7(b) of this title considered in planning and designing the aquifer test required under §230.8(c) of this title?	YES	No
21. Have test & observation wells been located, drilled, logged, completed, developed, & shown on the plat as required by §230.8(c)(1) - (4) of this title?	YES	No
22. Have all reasonable precautions been taken to ensure that contaminants do not reach the subsurface environment and that undesirable groundwater has been confined to the zone(s) of origin (§230.8(c)(5) of this title)?	YES	No
23. Has an aquifer test been conducted which meets the requirements of §230.8(c)(1) and (6) of this title?	YES	No
24. Were existing wells or previous aquifer test data used?	Yes	NO
25. If yes, did they meet the requirements of §230.8(c)(7) of this title? N/A	Yes	No
26. Were additional observation wells or aquifer testing utilized?	Yes	NO
Note: If expansion of an existing public water supply system or a new public water supply system is the anticipated method of water distribution for the proposed subdivision, site-specific groundwater data shall be developed under the requirements of 30 TAC, Chapter 290, Subchapter D of this title (relating to Rules and Regulations for Public Water Systems) and the applicable information and correspondence developed in meeting those requirements shall be attached to this form pursuant to §230.8(a) of this title. NA		

Determination of Groundwater Quality (30 TAC §230.9)

27. Have water quality samples been collected as required by §230.9 of this title?	YES	No
28. Has a water quality analysis been performed which meets the requirements of §230.9 of this title?	YES	No

Determination of Groundwater Availability (30 TAC §230.10)

29. Have the aquifer parameters required by §230.10(c) of this title been determined?	YES	No
30. If so, provide the aquifer parameters as determined.		
Rate of yield and drawdown: Nominal sustained Q = 10.2 gpm; 80ft of drawdown after 35.3 hours of pumping		
Specific capacity: 0.13±gpm/ft		
Efficiency of the pumped well: 90%		
Transmissivity: Varied by well & analytical method. Average = 300gpd/ft		
Coefficient of storage: 0.00003		
Hydraulic conductivity: T = 300gpd/ft = 40ft²/d; K = T/h = (40ft²/d)/135ft = 0.3ft/d		
Were any recharge or barrier boundaries detected?	Yes	NO
If yes, please describe:		
Thickness of aquifer(s): Regionally the Wilcox is 2,000±ft thick. Site wells penetrated 135±ft of saturated Wilcox.		
31. Have time-drawdown determinations been calculated as required under §230.10(d)(1) of this title?	YES	No
32. Have distance-drawdown determinations been calculated as required under §230.10(d)(2) of this title?	YES	No
33. Have well interference determinations been made as required under §230.10(d)(3) of this title? Indicated on the 10 & 30 year model results (Figures 4 & 5)	YES	No

Subdivision/Project Name: Spanish Oak Acres, Caldwell County, TX

34. Has the anticipated method of water delivery, the annual groundwater demand estimates at full build out, and geologic and groundwater information been taken into account in making these determinations?	YES	No
35. Has the water quality analysis required under §230.9 of this title been compared to primary & secondary public drinking water standards as required under §230.10(e) of this title? Table 2	YES	No
Does the concentration of any analyzed constituent exceed the standards?	Yes	NO
If yes, please list the constituent(s) and concentration measure(s) which exceed standards: None exceed standards.		

Groundwater Availability and Usability Statements (30 TAC §230.11(a) and (b))

36. Drawdown of the aquifer at the pumped well(s) is estimated to be 13-15 feet over a 10-year period and 15-17 feet over a 30-year period.

37. Drawdown of the aquifer at the property boundary is estimated to be 12-14 feet over a 10-year period and 14-16 feet over a 30-year period.

38. The distance from the pumped well(s) to the outer edges of the cone(s)-of-depression is estimated to be 10,000± feet over a 10-year period and 12,000± feet over a 30-year period. **See Figure 6 in report.**

39. The recommended **minimum** spacing limit between wells is 200 feet with a recommended well yield of 5-7 gallons per minute per well.

40. Available groundwater **is** / **is not** (circle one) of sufficient quality to meet the intended use of the platted subdivision.

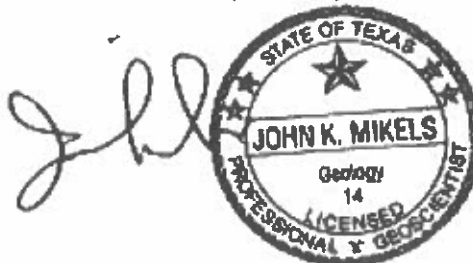
41. The groundwater availability determination does not consider the following conditions (identify any assumptions or uncertainties that are inherent in the groundwater availability determination): **Not considered in this assessment were the potential effects of pumping by other (current & future) wells in the area. Also not considered are: spatial variability in the hydraulic properties (T, S) of the Wilcox Aquifer and future recharge to this Aquifer. Per the TWDB's online interactive well database, there are 18 wells of record within 1 mile of the Site. One is an Oil/Gas well. The others are for domestic or livestock use.**

Certification of Groundwater Availability (30 TAC §230.11(c)). Must be signed by a Texas Licensed Professional Engineer or a Texas Licensed Professional Geoscientist.

42. I, John Mikels, Texas Licensed Professional Engineer or Texas Licensed Professional Geoscientist (circle which applies), certificate number 14, based on best professional judgment, current groundwater conditions, and the information developed and presented in this form, certify that adequate groundwater is available from the underlying aquifer(s) to supply the anticipated use of the proposed subdivision.

Date: 7/8/23

(affix seal)



Issued By:

Caldwell County Appraisal District
211 Bufkin Ln.
P.O. Box 900
Lockhart, TX 78644

Property Information

Property ID: 79007 Geo ID: 0200008-105-000-20
Legal Acres: 20.1400
Legal Desc: A008 GAGE, MOSES, ACRES 20.14, Undivided Interest
50.000000000000%
Situs: OLD COLONY LINE RD LOCKHART, TX 78644
DBA:
Exemptions:

Owner ID: 122965 50.00%
CHRISTIE WILLIAM III DR
6500 S FLORES ST
SAN ANTONIO, TX 78214

For Entities

Value Information

Caldwell County	Improvement HS:	0
Farm to Market Road	Improvement NHS:	0
FLORES FELICIANO ESTATE	Land HS:	0
Lockhart ISD	Land NHS:	0
Plum Creek Conservation District	Productivity Market:	137,380
Plum Creek Underground Water	Productivity Use:	735
	Assessed Value	735

Property is receiving Ag Use

Current/Delinquent Taxes

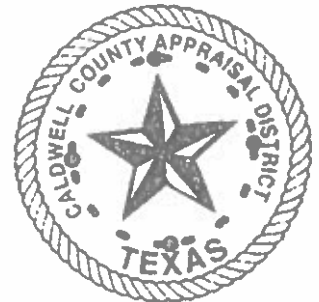
This is to certify that, after a careful check of the tax records of this office, the following delinquent taxes, penalties, interest and any known costs and expenses as provided by Tax Code §33.48, are due on the described property for the following taxing unit(s):

Year	Entity	Taxable	Tax Due	Disc./P&I	Attorney Fee	Total Due
Totals:			0.00	0.00	0.00	0.00

Effective Date: 08/10/2023

Total Due if paid by: 08/31/2023

0.00



Tax Certificate Issued for:	Taxes Paid in 2022	POSSIBLE ROLLBACK
Lockhart ISD	8.17	
Plum Creek Underground Water	0.12	
Plum Creek Conservation District	0.12	
Farm to Market Road	0.00	
Caldwell County	4.06	

If applicable, the above-described property has/is receiving special appraisal based on its use, and additional rollback taxes may become due based on the provisions of the special appraisal (Comptroller Rule 9.3040) or property omitted from the appraisal roll as described under Tax Code Section 25.21 is not included in this certificate [Tax Code Section 31.08(b)].

Pursuant to Tax Code Section 31.08, if a person transfers property accompanied by a tax certificate that erroneously indicates that no delinquent taxes, penalties or interest are due a taxing unit on the property or that fails to include property because of its omission from an appraisal roll, the unit's tax lien on the property is extinguished and the purchaser of the property is absolved of liability to the unit for delinquent taxes, penalties or interest on the property or for taxes based on omitted property. The person who was liable for the tax for the year the tax was imposed or the property was omitted remains personally liable for the tax and for any penalties or interest.

A tax certificate issued through fraud or collusion is void.

This certificate does not clear abuse of granted exemptions as defined in Section 11.43 Paragraph(1) of the Texas Property Tax Code.

May Be Subject to Court Costs if Suit is Pending

Date of Issue: 08/10/2023
Requested By: SOUTHWEST ENGINEERS INC
Fee Amount: 10.00
Reference #:

Billie Medina

Signature of Authorized Officer of Collecting Office

Issued By:

Caldwell County Appraisal District
211 Bufkin Ln.
P.O. Box 900
Lockhart, TX 78644

Property Information

Property ID: 13527 Geo ID: 0200008-105-000-10
Legal Acres: 20.1400
Legal Desc: A008 GAGE, MOSES, ACRES 20.14, Undivided Interest
50.000000000000%
Situs: OLD COLONY LINE RD LOCKHART, TX 78644
DBA:
Exemptions:

Owner ID: 239210 50.00%
SPANISH OAKS ACRES LLC
5701 W SLAUGHTER LN BLDG A130
AUSTIN, TX 78749-6532

For Entities

Value Information

Caldwell County	Improvement HS:	0
Farm to Market Road	Improvement NHS:	0
FLORES FELICIANO ESTATE	Land HS:	0
Lockhart ISD	Land NHS:	0
Plum Creek Conservation District	Productivity Market:	137,380
Plum Creek Underground Water	Productivity Use:	735
	Assessed Value	735

Property is receiving Ag Use

Current/Delinquent Taxes

This is to certify that, after a careful check of the tax records of this office, the following delinquent taxes, penalties, interest and any known costs and expenses as provided by Tax Code §33.48, are due on the described property for the following taxing unit(s):

Year	Entity	Taxable	Tax Due	Disc./P&I	Attorney Fee	Total Due
Totals:			0.00	0.00	0.00	0.00

Effective Date: 08/10/2023

Total Due if paid by: 08/31/2023 0.00



Tax Certificate Issued for:	Taxes Paid in 2022	POSSIBLE ROLLBACK
Lockhart ISD	8.17	
Plum Creek Underground Water	0.12	
Plum Creek Conservation District	0.12	
Farm to Market Road	0.00	
Caldwell County	4.06	

If applicable, the above-described property has/is receiving special appraisal based on its use, and additional rollback taxes may become due based on the provisions of the special appraisal (Comptroller Rule 9.3040) or property omitted from the appraisal roll as described under Tax Code Section 25.21 is not included in this certificate [Tax Code Section 31.08(b)].

Pursuant to Tax Code Section 31.08, if a person transfers property accompanied by a tax certificate that erroneously indicates that no delinquent taxes, penalties or interest are due a taxing unit on the property or that fails to include property because of its omission from an appraisal roll, the unit's tax lien on the property is extinguished and the purchaser of the property is absolved of liability to the unit for delinquent taxes, penalties or interest on the property or for taxes based on omitted property. The person who was liable for the tax for the year the tax was imposed or the property was omitted remains personally liable for the tax and for any penalties or interest.

A tax certificate issued through fraud or collusion is void.

This certificate does not clear abuse of granted exemptions as defined in Section 11.43 Paragraph(1) of the Texas Property Tax Code.

May Be Subject to Court Costs if Suit is Pending

Date of Issue: 08/10/2023
Requested By: SOUTHWEST ENGINEERS INC
Fee Amount: 10.00
Reference #:

[Handwritten Signature]

Signature of Authorized Officer of Collecting Office

Caldwell County Agenda Item

AGENDA DATE: January 23, 2024

Type of Agenda Item: Contract/ILA

Subject: To consider approval of an interlocal cooperation agreement between the County and the Capital Area Council of Governments (CAPCOG), a signatory agent for the South Central Planning and Development Commission (SCPDC), for the County's use of MyGovernmentOnline software to enable online permitting for development services.

Costs: \$3,125.04

Agenda Speakers: Commissioner Theriot/Chase Goetz

Backup Materials: Attached

Total # of Pages: 18

Caldwell County Agenda Item

AGENDA DATE: January 23, 2024

Type of Agenda Item: Donation

Subject: To consider approval of a donation agreement between the County and Sagada Dos LLC, for the donation of \$100,000.00 to construct, maintain, and repair a concrete road within the Sagada Dos subdivision located at Aguila Road off 1950 Homannville Trail, Lockhart, Texas 78644.

Costs: \$0.00

Agenda Speakers: Commissioner Theriot/Chase Goetz

Backup Materials: Attached

Total # of Pages: 3

**AGREEMENT CONCERNING THE DONATION
OF
FUNDS FOR THE MAINTENANCE AND IMPROVEMENT OF A PUBLIC ROADWAY**

**THE STATE OF TEXAS §
 §
COUNTY OF CALDWELL § KNOW ALL MEN BY THESE PRESENTS:**

WHEREAS, this Agreement is made between Caldwell County, a political subdivision of the State of Texas, hereinafter called the "County", and Sagada Dos, LLC, hereinafter called the "Donor";

WHEREAS, for the public benefit, the Donor desires to donate and dedicate funds to the County (the "Donation") for the maintenance and improvement of a concrete road (the "Road") within the Sagada Dos subdivision, located at **Aguila Road off of 1950 Homannville Trail, Lockhart, Tx 78644** ;

WHEREAS, acceptance of the donated funds will further the County's ability to construct, maintain, and repair public roadways within the County;

WHEREAS, although the Donor may be subject to County regulation or oversight, or interested in or likely to become interested in any contract, purchase, payment, or claim with or against the County, acceptance of the donation will provide a significant public benefit and will not influence or reasonably appear to influence the County in the performance of its duties;

NOW, THEREFORE, in consideration of the agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

**Article I
Donation and Use of the Funds**

- Section 1.01. The Donor has executed cashier's check payable to the County in the amount of \$100,000.00 to be used for the improvement, repair, and maintenance of the Road, including any costs incidental to said improvement, repair, and maintenance, for a period of 10 years, said period to begin on dedication of the Road to the County.
- Section 1.02. The County, at any time during the 10-year donation period, in its sole discretion, will determine whether the Road exists in a condition authorizing the use of the Donation, and the extent to which improvement, repair, and maintenance of the Road will be conducted.
- Section 1.03. On expiration of the 10-year donation period, any unused portion of the Donation will be returned to Donor.
- Section 1.03. Acceptance of the donation herein described does not bind the County to a course of action or promise of performance other than the promises contained within this Agreement.

**Article II.
Representations and Warranties**

- Section 2.01. The Donor represents and warrants that the below signatory is authorized to execute this agreement.

- Section 2.02. The County's warrants that its governing body have authorized the signatory official to enter into this Agreement.
- Section 2.03. The County does not approve and is not responsible for any representations made by the Donor for tax purposes.

**Article III
Miscellaneous**

- Section 3.01. This Agreement, including any exhibits hereto, contains the entire agreement between the Parties. No other promises, consideration, or conditions have been signified or implied.
- Section 3.02. Any notice, statement, or communication required or permitted to be delivered hereunder shall be in writing and must be mailed by certified mail with return receipt requested, postage prepaid, or delivered by hand, and will be deemed delivered when received at the addresses of the parties set forth below, or at such other address furnished in writing to the other parties thereto:

Donor: Alan Shield Jr for Sagada Dos LLC
4107 Shoal Creek Blvd
Austin, Texas 78756

The County: Caldwell County
Attn: Caldwell County Judge
Caldwell County Courthouse
110 Main Street, Room 101
Lockhart, Texas 78644

With a courtesy copy to: Caldwell County Criminal District Attorney's Office
Attn: Civil Attorney
Caldwell County Justice Center
1703 S. Colorado Street, Box 5
Lockhart, Texas 78644

- Section 3.03. This Agreement is made and will be construed and interpreted under the laws of the State of Texas. Venue for any legal proceedings shall lie in the district courts located in Caldwell County, Texas. Venue for any matters in federal court will be in the United States District Court for the Western District of Texas.
- Section 3.04. In the event any provision of this Agreement is illegal, invalid, or unenforceable under the applicable present or future laws, then, in that event, it is the intention of the County and Foundation that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.
- Section 3.04. If any Section or provision of this Agreement is held to be invalid or void, the other Sections and provisions of this Agreement shall remain in full force and effect to the greatest extent as is possible, and all remaining Sections or provisions of this Agreement shall be construed so that they are as consistent with the parties' intents as possible.

REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

[THIS AGREEMENT CONTINUES ON NEXT PAGE]

Section 3.05. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which constitute one instrument.

This Agreement between Caldwell County and Donor is hereby executed in duplicate originals, to be effective as of the date of the latest signature below.

COUNTY:


Hoppy Haden
Caldwell County Judge

Date

Attest:

Teresa Rodriguez
Caldwell County Clerk

DONOR:



Alan Shield Jr
Managing Member Sagada Dos LLC

Date

Caldwell County Agenda Item

AGENDA DATE: January 23, 2024

Type of Agenda Item: Subdivision

Subject: To approve the Preliminary Plat for Sage Hills Estates consisting of 12 residential lots on approximately 62.322 acres located on Tower Road.

Costs: \$0.00

Agenda Speakers: Commissioner Theriot/Kasi Miles

Backup Materials: Attached

Total # of Pages: 23



7401B Highway 71 West, Suite 160
Austin, TX 78735
Office: 512.583.2600
Fax: 800.587.2817

Doucetengineers.com

January 8, 2024

Kasi Miles
Caldwell County
1700 FM 2720
Lockhart, Texas 78644

Re: Sage Hills Subdivision Preliminary Plat
Project No. 1911-318-01

Dear Ms. Miles,

Doucet has completed our review of the preliminary plat application for Sage Hills, a 12-lot subdivision of +/-62.322 acres located at 595 Tower Road Lockhart, Texas 78644 . The subdivision will be served by OSSF and water provided by Maxwell Water Supply.

The preliminary plat appears to be in general conformance with the rules and regulations of Caldwell County. Therefore, we recommend placing the plat on the Commissioners Court agenda for consideration.

It is our pleasure to be of assistance to the County on this project.

Kimberly Johnson-Hopkins

Kimberly Johnson-Hopkins
Planner, Land Development

TBPE Firm # 3937
State of Texas Surveying Firm Certification # 10105800

COMMITMENT YOU EXPECT.
EXPERIENCE YOU NEED.
PEOPLE YOU TRUST.

SAGE HILLS ESTATES SUBDIVISION

BEING A TOTAL OF 13.824 ACRES TRACT OF LAND OUT OF WILLIAM BARBER SURVEY No. A-47, IN CALDWELL COUNTY, TEXAS.



RIO DELTA ENGINEERING FIRM REGISTRATION No. F-7828 SURVEY FIRM No. 10194027 821 S. 10TH AVENUE EDINBURG, TEXAS 78539 (TEL) 956-380-5152 (FAX) 956-380-5083

LINE TABLE with columns: Line #, Direction, Length. Lists 17 line segments with their respective bearings and distances.

CURVE TABLE with columns: Curve #, Length, Radius, Delta, Chord Direction, Chord Length. Lists 4 curve data points.

STATE OF TEXAS COUNTY OF CALDWELL

I (WE), 1839 GROUP, LLC, THE UNDERSIGNED, OWNER (S) OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS SAGE HILLS ESTATES SUBDIVISION...

1839 GROUP, LLC DATE 305 RAILROAD, Ste. 100 BUDA, TEXAS 78610-3448

STATE OF TEXAS COUNTY OF CALDWELL

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED 1839 GROUP, LLC KNOWN TO ME TO BE THE PERSONAL WHOME NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT...

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ___ DAY OF ___ A.D. 2023.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS COUNTY OF CALDWELL

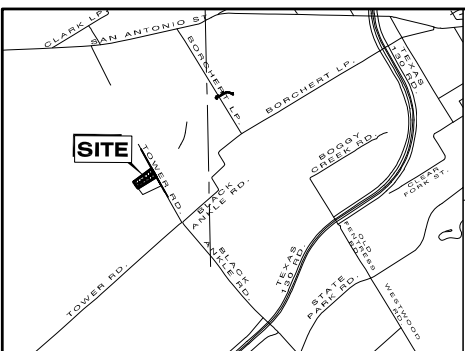
I, TERESA RODRIGUEZ, COUNTY CLERK OF CALDWELL COUNTY, TEXAS DO HEREBY CERTIFY THAT THIS MAP OR PLAT HAS BEEN FULLY PRESENTED AND APPROVED BY THE COMMISSIONERS COURT OF CALDWELL COUNTY, TEXAS ON THE ___ DAY OF ___ 20__.

TERESA RODRIGUEZ CALDWELL COUNTY CLERK

STATE OF TEXAS COUNTY OF CALDWELL

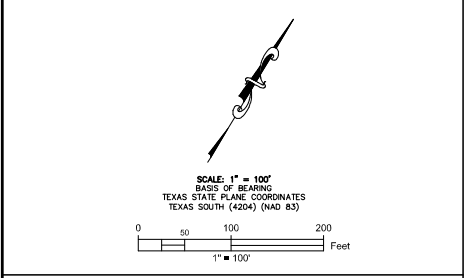
I, TERESA RODRIGUEZ, COUNTY CLERK IN AND FOR CALDWELL COUNTY, TEXAS DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT WITH ITS CERTIFICATES OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE THE ___ DAY OF ___ 20__ AT ___ O'CLOCK ___ M. AND DULY RECORDED ON THE ___ DAY OF ___ 20__ IN THE PLAT RECORDS OF CALDWELL COUNTY, TEXAS IN PLAT CABINET ___ AT SLIDE ___.

TERESA RODRIGUEZ CALDWELL COUNTY CLERK



LOCATION MAP SCALE: 1" = 5000'

- LEGEND: Symbols for iron rods, pipes, easements, corners, etc. Definitions for R.O.W., P.O.B., P.O.C., etc.



STATE OF TEXAS COUNTY OF CALDWELL

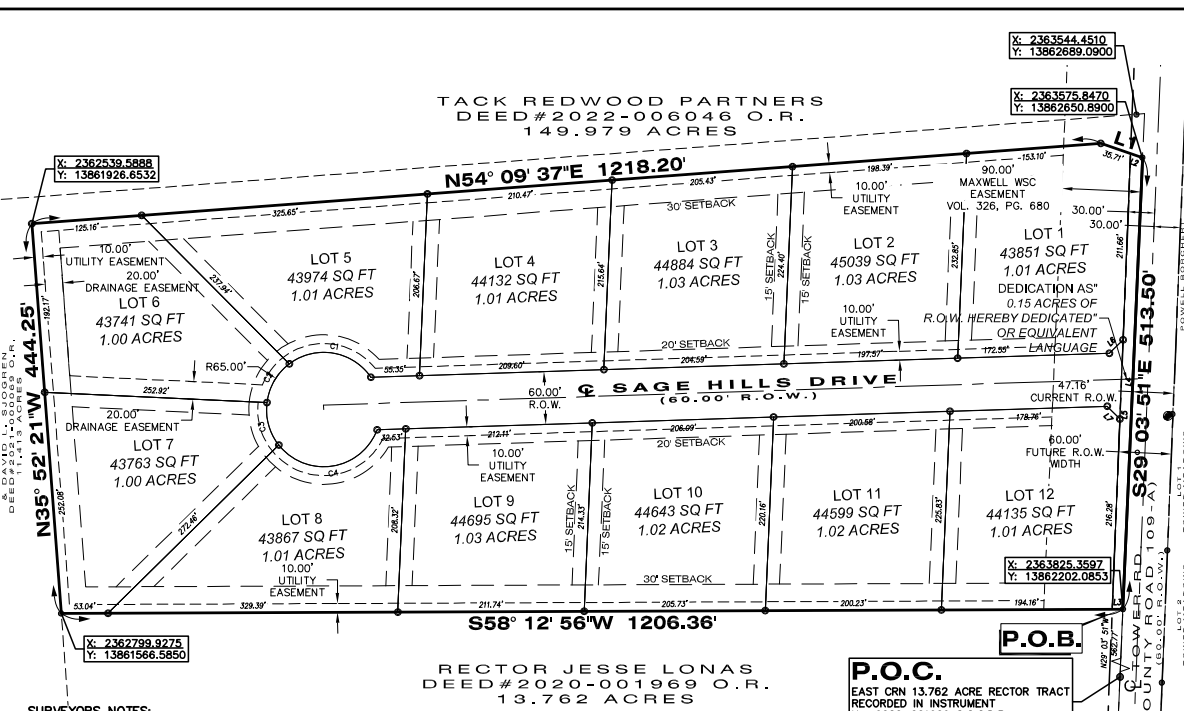
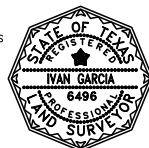
I, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT TO THE MATTERS OF STREETS, LOTS, AND DRAINAGE LAYOUT...

GILBERT J. GUERRA P.E. 90156 DATE REGISTERED PROFESSIONAL ENGINEER No. 90156

STATE OF TEXAS COUNTY OF CALDWELL

I, HEREBY CERTIFY THAT THE ABOVE PLAT CONFORMS TO THE MINIMUM STANDARDS SET FORTH BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING...

IVAN GARCIA P.E., R.P.L.S. REGISTERED PROFESSIONAL LAND SURVEYOR No. 6469 SURVEY FIRM No. 10194027



SURVEYORS NOTES: 1. THE LOTS SHOWN LIES IN FLOOD ZONE "X" ACCORDING TO FEMA PANEL 48055C0225E AND 48055C0250E, DATED 06/19/2012...

METES AND BOUNDS DESCRIPTION: BEING A 13.824 ACRES TRACT OF LAND LYING AND SITUATED IN CALDWELL COUNTY, TEXAS, SAID 13.824 ACRES TRACT BEING OUT OF AND FORMING A PART OF PORTION OF WILLIAM BARBER SURVEY, ABSTRACT NO. 48, CALDWELL COUNTY TEXAS...

- 11. IVAN GARCIA P.E., R.P.L.S. REGISTERED PROFESSIONAL LAND SURVEYOR No. 6469 SURVEY FIRM No. 10194027 SEPTEMBER 27, 2023

CALDWELL COUNTY ON-SITE WASTEWATER PROGRAM NOTES:

- 1. NO STRUCTURES IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR A PRIVATE ON-SITE SEWAGE DISPOSAL SYSTEM APPROVED BY THE CALDWELL COUNTY COUNTY ON-SITE WASTEWATER PROGRAM.

KASI MILES DIRECTOR OF SANITATION DATE

STATE OF TEXAS
COUNTY OF CALDWELL

I, TERESA RODRIGUEZ, COUNTY CLERK IN AND FOR CALDWELL COUNTY, TEXAS DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT WITH ITS CERTIFICATES OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE THE _____ DAY OF _____, 20____ AT _____ O'CLOCK _____ M. AND DULY RECORDED ON THE _____ DAY OF _____ 20____, IN THE PLAT RECORDS OF CALDWELL COUNTY, TEXAS IN PLAT CABINET _____ AT SLIDE_____.

TERESA RODRIGUEZ
CALDWELL COUNTY CLERK

NOTES:

- 1. NO COMMERCIAL CONSTRUCTION OR CONSTRUCTION OF RESIDENTIAL HOMES (INCLUDING INSTALLATION OF MOBILE HOMES MAY BEGIN UNTIL THE APPLICABLE RESIDENTIAL OR COMMERCIAL DEVELOPMENT PERMIT IS OBTAINED FROM THE APPLICABLE JURISDICTION.
- 2. IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE THE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED ACCESS ONTO A PUBLICLY DEDICATED ROADWAY UNLESS A DRIVEWAY PERMIT HAS BEEN ISSUED BY THE APPROPRIATE ENTITY HAVING JURISDICTION OVER THE ROADWAY.

DRAINAGE EASEMENTS:

- 1. NO STRUCTURES SHALL BE PERMITTED WITHIN DRAINAGE EASEMENTS EXCEPT:
 - A) STORM CONTROL STRUCTURES SPECIFICALLY DESIGNED AND APPROVED BY THE REGULATING BODY(IES) OR
 - B) FENCES OF OPEN DESIGN TO ALLOW THE FREE FLOW OF WATER.

- 2. EACH OWNER OF ANY PORTION OF THE PROPERTY OVER WHICH A DRAINAGE EASEMENT IS LOCATED SHALL HAVE THE OBLIGATION AND LIABILITY TO CONTINUOUSLY MAINTAIN THE FACILITIES LOCATED ON THAT OWNER'S PROPERTY IN ACCORDANCE WITH THE REQUIREMENTS OF THE COUNTY AND IN A GOOD AND FUNCTIONING CONDITION, AT THAT OWNERS COST AND EXPENSE. RESPONSIBILITY FOR MAINTAINING IMPROVEMENTS IN THE DRAINAGE EASEMENTS SHOWN HERON IS LOT OWNER [MODIFY AS APPROPRIATE FOR PLATS VS. SEPARATE INSTRUMENT EASEMENTS]. BLOCKING, FILLING, OBSTRUCTING FLOW, OR ALTERING OF A DRAINAGE EASEMENT IS PROHIBITED WITHOUT EXPRESS APPROVAL OF [INCLUDE REFERENCE TO RELEVANT CITY IF INSIDE AN ETJ] AND CALDWELL COUNTY. THE COUNTY AND OTHER GOVERNMENTAL AUTHORITIES SHALL HAVE THE RIGHT TO, AND ARE HEREBY GRANTED AN EASEMENT AND RIGHT OF ENTRY TO, INSPECT, MONITOR, AND OTHERWISE ACCESS IN, UPON AND ACROSS ALL DRAINAGE EASEMENTS DEDICATED BY THIS PLAT [MODIFY FOR SEPARATE INSTRUMENT EASEMENTS]. IN THE EVENT OF THE FAILURE OF LOT OWNER [EASEMENT OWNER IN THE CASE OF AN EASEMENT] TO MEET ITS OBLIGATIONS UNDER THE PRECEDING PARAGRAPH, THE COUNTY OR OTHER GOVERNMENTAL AUTHORITY SHALL HAVE THE RIGHT TO PERFORM THE OBLIGATIONS OF SUCH OWNER AND THE OWNER DEFAULTING IN SUCH OBLIGATION SHALL BE LIABLE AND OBLIGATED FOR THE COSTS AND EXPENSES INCURRED BY THE COUNTY OR OTHER GOVERNMENTAL AUTHORITY.

CALDWELL COUNTY ON-SITE WASTEWATER PROGRAM NOTES:

- 1. NO STRUCTURES IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR A PRIVATE ON-SITE SEWAGE DISPOSAL SYSTEM APPROVED BY THE CALDWELL COUNTY COUNTY ON-SITE WASTEWATER PROGRAM.
- 2. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A POTABLE WATER SUPPLY FROM AN APPROVED PUBLIC WATER SYSTEM.
- 3. NO ON-SITE WASTEWATER DISPOSAL SYSTEM MAY BE INSTALLED WITHIN 100 FEET OF A PRIVATE WATER WELL NOR AN ON-SITE WASTEWATER DISPOSAL SYSTEM BE INSTALLED WITHIN 150 FEET OF A PUBLIC WATER WELL.
- 4. NO CONSTRUCTION MAY BEGIN ON ANY LOT IN THIS SUBDIVISION UNTIL PLANS FOR THE PRIVATE ONOSITE WASTEWATER DISPOSAL SYSTEM ARE SUBMITTED AND APPROVAL BY THE CALDWELL COUNTY ON-SITE WASTEWATER PROGRAM.
- 5. THESE RESTRICTIONS ARE ENFORCEABLE BY THE CALDWELL COUNTY ON-SITE WASTEWATER PROGRAM AND / OR LOT OWNERS.

KASI MILES
DIRECTOR OF SANITATION

DATE

Caldwell County Development Application



Date Submitted

Type of Application

- Preliminary Plat
 Final Plat (New)
 Short Form Final Plat
 Replat
 Subdivision Construction Plans
 Floodplain
 Commercial Development

Application Contacts

1. Owner Information (i.e. Land owner name, address, contact name, phone, email)

1839 Group, LLC
 305 Railroad, Ste. 100
 Buda, Texas 78610-3448

Dustin Inderman
 Ph: 512-567-7709
 email: dustin.inderman@gmail.com

2. Applicant Information (i.e. Developer name, address, contact name, phone, email)

1839 Group, LLC
 305 Railroad, Ste. 100
 Buda, Texas 78610-3448

Dustin Inderman
 Ph: 512-567-7709
 email: dustin.inderman@gmail.com

3. Designated Contact (i.e. Person County will coordinate with in regards to comments/approvals. Include name, address, contact name, phone, email)

Gilbert J. Guerra, P.E.
 Rio Delta Engineering
 921 S. 10th Ave. Edinburg, Texas 78539

 Ph: 956-624-8510
 email: gilbert@riodeltaengineering.com

4. Consultants (*If applicable)

Licensed Professional Engineer*:

Gilbert J. Guerra, P.E. Texas P.E. # 90156
 Rio Delta Engineering
 921 S. 10th Ave. Edinburg, Texas 78539
 Texas Eng. Firm # 7628
 Ph: 956-624-8510
 email: gilbert@riodeltaengineering.com

Registered Professional Land Surveyor*:

Jose Ivan Garcia, P.E., RPLS Texas RPLS #6496
 Rio Delta Engineering
 921 S. 10th Ave. Edinburg, Texas 78539
 Texas Surveying Firm # 115662
 Ph: 956-380-5152
 email: ivan@riodeltaengineering.com

Registered Sanitarian*:

Brian K. Wendland, R.S., Texas # 3331
 P.O. Box 81
 Rockdale, Texas 76567

Geoscientists*:

*Not contracted yet

Application Questionnaire

Property Address (or approximate location)

595 Tower Rd. Lockhart, Texas 78644

Survey Information (Survey/Abstract, Acreage, Recorded Vol/Pg/Instrument):

13.824 ac. out of the William Barber Survey, Abs. # 48, Caldwell County

Parcel Tax ID Number

118870

Caldwell County Precinct Number

- Precinct 1
 Precinct 2
 Precinct 3
 Precinct 4

Located in City ETJ:

- Yes, City Name: _____
 No

Anticipated source of water in the development

- Individual Wells
 Rainwater Collection System(s)
 From Groundwater
 From Surface Water
 Water Provider: Maxwell SUD

Anticipated wastewater system in the development

- Standard/Conventional On-Site Sewage Facility
 Advanced On-Site Sewage Facility
 Sewer Provider: _____

Project Description

12 lot, 1 ac+, Single-family residential development
 out of 13.824 ac. out of the William Barber Survey,
 Abs. #48, located at 595 Tower Rd. Lockhart, Tx
 78644

Subdivision Plat Application Questionnaire

Proposed Name of Subdivision:

Sage Hills Estates Subdivision

If application is for a replat (list reason(s) for the replat)

Total Acreage of Subject Property

13.824

Total Proposed Residential Lots

12

Total Proposed Commercial Lots

0

Type of Construction

Single-family Residential

Has Appropriate Application Checklist been attached?

Yes

No

Owner's Certification

I hereby certify that I have given permission for the below applicant to submit this Application and to represent me in all matters affecting said Application. The below individual will be known as the "Applicant"

Owner Name: 1839 Group, LLC Phone Number: 512-567-7709

Applicant Name: Dustin Inderman Phone Number: 512-567-7709

Owner Email: dustin.inderman@gmail.com

Owner Signature: 

RIO DELTA ENGINEERING
921 South 10th Avenue
Edinburg, TX 78539

Lone Star National Bank
117 South 10th Avenue
Edinburg, TX 78539
88-11887148

13128

09-08-23

AY TO THE
ORDER OF

Caldwell County

\$ 2,550.00

Two thousand five hundred fifty dollars and no/100***** DOLLAR

Caldwell County
110 South Main
Lockhart, TX 78644

Debra J. Guerra
AUTHORIZED SIGNATURE

MEMO

Subdivision application
(Sage Hills Estates - SUB23.007)

|| [REDACTED] || : [REDACTED] : [REDACTED] ||

CALDWELL COUNTY SANITATION DEPT.
405 E. MARKET ST.
LOCKHART, TEXAS 78644
(512) 398-1803

9548
DATE 9-12-23

RECEIVED FROM Rio Delta Engineering \$ 2,550.00
Two thousand five hundred fifty dollars & no/100

FOR Pre Plat - Sage Hills Estate

AMOUNT OF ACCOUNT		<input type="checkbox"/>	CASH
THIS PAYMENT	<u>2,550.00</u>	<input type="checkbox"/>	CHECK
BALANCE DUE	<u>0</u>	<input type="checkbox"/>	CREDIT CARD
		<input type="checkbox"/>	MONEY ORDER

BY Kari L Miles **Thank You**



MAXWELL

Special Utility District

216 Main Street • P.O. Box 158
Maxwell, Texas 78656
Tel: (512) 357-6253 • Fax: (512) 357-0152

RE; Sage Hills Estates (12 Lots)

Tower Road

"Will Serve Letter"

08-25-2023

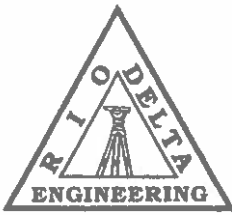
To whom it may concern,

After review of the proposed 12 new tracts located on Tower Rd, Maxwell determines that adequate supply and capacity exists in the water main located on the properties. The property owners have followed the District's Rules and Regulation regarding the 12 new tracts. Water service to the new tracts is pending the execution of a Non-Standard Service Agreement and payment of all associated fees.

A handwritten signature in blue ink, appearing to read 'Justin Ivicic', is written over a horizontal line.

Justin Ivicic

General Manager



RIO DELTA ENGINEERING
CIVIL ENGINEERING • PROJECT MANAGEMENT • LAND DEVELOPMENT
TEXAS REGISTERED ENGINEERING FIRM F-7628
TEXAS LICENSED SURVEYING FIRM #10194027

SAGE HILLS ESTATES SUBDIVISION

Summary Engineering report

Prepared By:
Gilbert Guerra, P.E.



Gilbert J. Guerra
8-24-2023

RIO DELTA ENGINEERING
F-7628

SUMMARY ENGINEERING REPORT

SAGE HILLS ESTATES SUBDIVISION CALDWELL COUNTY, TEXAS

PROPERTY

SAGE HILLS ESTATES SUBDIVISION is a 12-lot single-family residential subdivision. All proposed lots are larger than one acre. The property consists of a 13.824 acres tract out of the William Barber Survey, A-47 Caldwell County, Texas. This development is out of any flood hazard areas in CALDWELL COUNTY "UNINCORPORATED AREAS 480094" according to FEMA' Flood Insurance Rate Map Community Panel No. 48055C0210F, revised date: December 30, 2020.

WATER AND SEWER SERVICE

Sage Hills Estates will be provided potable water service by Maxwell SUD. The water system will consist of approximately 1,000 lf. of 8" C-900, DR-18 water line, three (3) fire hydrants and various related valves, fittings, and appurtenances. This 8" proposed water line will take water from an existing Maxwell SUD 8" water line that runs along the south side of Tower Road. Please refer to the proposed water line layout provided in the submittal.

Sage Hills Estates does not have access to municipal wastewater collection services. The proposed residential lots will be serviced by On-Site Sewer Facilities (OSSF) Please refer to the submitted soils analysis and report provided by Mr. Brian K. Wendland, R.S.

ELECTRICAL SERVICE

Sage Hills Estates will be provided electrical service by Bluebonnet Electric Coop.

PAVING AND DRAINAGE

Sage Hills Estates will be provided access onto Tower Rd. by Sage Hills Drive, a Local Street, by Caldwell County standards. Sage Hills Drive will consist of a 28 ft. edge-to-edge paved street. The proposed street section consists of 38ft. wide , 12in. thick, lime-treated subgrade, a 36ft. wide, 10in. thick section of flexible base, and a topping of a 28ft. wide, 2in. thick, HMAC paved surface. The 28ft. width allows for 20ft. of driving surface with additional 4ft. paved shoulders on both sides. The lime treatment application proposed is 7% by weight of hydrated lime. The final amount applied will be determined by a geotechnical investigation and recommendation. Drainage will be overland sheet flow as described in the Drainage Report. Please refer to the submitted plans and drainage report for additional information.

SOIL PROPERTIES

According to the Soil Survey Report prepared for Caldwell County by the U.S.D.A. Soil Conservation Service, the net area consists of 50.1% of Heiden-Ferris Complex (HhF3) soil, and Queeny gravelly loam (QuF) soil both consisting with a slopes range of 5 to 20 %. The remaining 20.6 % consists of Heiden Clay (HeC2) with a slope range of 3 to 5%. This soil is considered well drained. The Heiden and Heiden-Ferris soils have an average Plasticity Index (PI) of 40-44 while the Quenny soils have an average PI of 21. Please refer to the Engineering Properties Table in the submitted Drainage Report for additional information.

STORMWATER RUNOFF

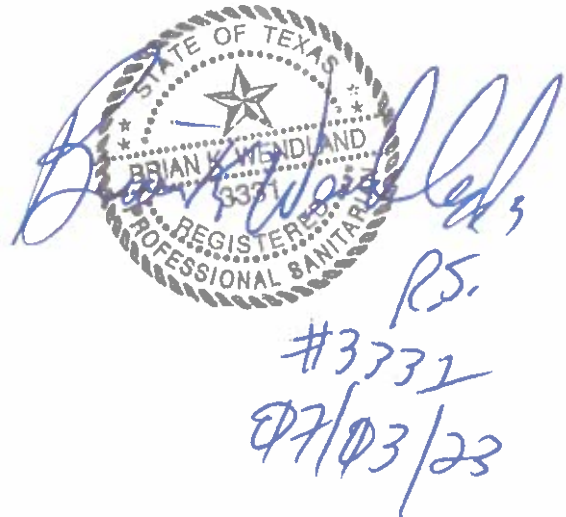
Existing runoff flows sheet flows overland in two directions, basically split in half to the northwest and southwest. All runoff flows to naturally occurring drainages that route these water to Martindale Lake, approximately 1800 ft. West of this property. Using the Rational Method, we have determined that a 5-yr rainfall event will generate approximately 9.77 CFS of storm runoff on Area 1-7.569 acres and 8.07 CFS of storm runoff on Area 2-6.254 acres. We have also used the Rational Method to determine that the improved subdivision will generate an estimated of 26.64 CFS for Area 1-7.569 acres and 22.60 CFS for Area 2-6.254 acres of runoff for the same 100-yr rainfall event. We have calculated that approximately 15,381 CFT or 0.353 AC-FT of storm runoff will need to be detained onsite in the undeveloped green areas of the proposed lots. Tables and calculations are included in the submitted Drainage Report.

SUBDIVISION REVIEW

CALDWELL COUNTY SUBDIVISION REVIEW AUTHORITY

Via: Rio Delta Engineering, 921 S. 10th Ave. Edinburg, TX

Brian K. Wendland, R.S. #3331 TX
P.O. Box 81
Rockdale, TX
76567



Re: Subdivision Review

NOTE: THIS DOCUMENT CONTAINS A TOTAL OF TEN PAGES

Date of subdivision review: 07/03/23

Name of Subdivision: Sage Hills Estates

Lot description within subdivision: This subdivision is comprised of twelve lots and each lot is ~ 1.0 acres.

Location of subdivision: Caldwell County, Texas on Tower Rd. (Caldwell County, Precinct 1)

Physical address of the Subdivision: No physical address (911 address) has been assigned for this subdivision and/or residences are not yet located at this subdivision location. For a location, please see the location map on the attached subdivision plat.

Edwards Aquifer Recharge Zone: no part of this subdivision is located within the Edwards Aquifer Recharge Zone.

100 Year Floodplain: no part of this subdivision is located within the 100-year floodplain.

Drainage patterns: positive drainage does exist in this subdivision (please see contour lines on subdivision map for more information). Also, the existing drainage patterns should not affect the operation of septic systems that may be installed within the subdivision. However, if drainage problems become apparent, improvements will have to be made.

Potable Water Supply: Maxwell SUD services this subdivision

Bodies of water: There is a body of water (pond) located within this subdivision. Please see attached plat of subdivision for the location.

Soil borings / profile holes: The subdivision consists of twelve lots and each lot is ~ 1.0 acres. Six profile holes were dug for viewing by a licensed site evaluator for determination of suitability of OSSF types. (Please see attached site /soil profile description / analysis for more information). Also, please see attached subdivision plat showing location of the soil borings viewed for OSSF suitability purposes.

TYPE OF OSSF TO BE CONSIDERED: based upon the soil profiles viewed during site evaluation, the following OSSF types are to be considered:

Standard disposal _____	Mound disposal _____	Proprietary treatment <u> X </u>
LPD Disposal <u> X </u>	Soil sub disposal _____	non-standard treatment _____
Spray disposal <u> X </u>	Leaching Chamber disposal _____	ET-Bed disposal <u> X </u>
Drip disposal <u> X </u>	Standard Treatment <u> X </u>	

PLEASE SEE ATTACHED SOIL EVALUATION FORMS AND/OR ATTACHED DOCUMENTS FOR FURTHER INFORMATION.

The observations contained herein were observed using the best abilities of site evaluator on the stated date at the stated property and is valid for the site stated herein on the date stated herein. Site evaluator cannot be held responsible for features that may not have been visible or on the property on stated date.

SEWER SERVICE: Sewer Service for this subdivision will be provided by On-Site Sewage Facilities

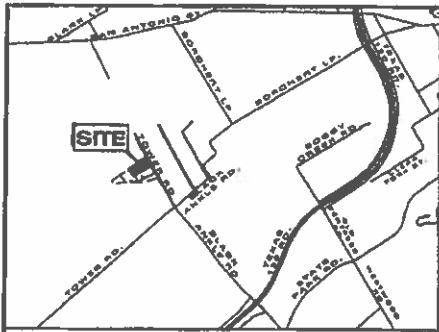
Presence of Upper Water Shed in the subdivision: No

Presence of ponds, streams, water impoundments in the subdivision: YES

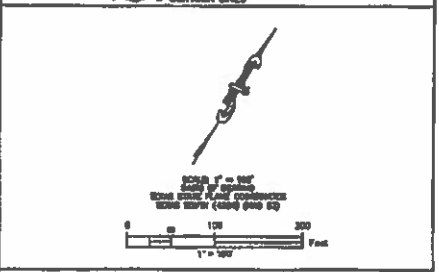
Existing or proposed water wells in the subdivision: No

Organized Sewage service available to the subdivision: No

Evidence of weeds, grasses, vegetation, etc., located on native grade in subdivision: YES



- LEGEND**
- - SET 1/2 INCH IRON ROD
 - - FOUND 1/2 INCH IRON ROD
 - - FOUND 1 INCH IRON PIPE
 - - DIPPED IRON ROD SET
 - ▲ - CORNER-PICKER-SPINKLE SET
 - R.O.B. - RIGHT-OF-WAY
 - P.O.B. - POINT OF BEGINNING
 - P.O.C. - POINT OF COMMENCEMENT
 - S.E.C. - SOUTHWEST CORNER
 - N.E.C. - NEW CITY BLOCK
 - VOL. - VOLUME
 - PA. - PAGES
 - O.P.A. - DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS
 - O.S.B.C. - OFFICIAL RECORDS OF BEXAR COUNTY, TEXAS
 - F.L. - FARM TRACT
 - F.M. - FARM-TO-MARKET
 - U.E. - UTILITY EASEMENT
 - - CENTER LINE
 - - LOT LINE
 - - CONTAIN LINE



**STATE OF TEXAS
COUNTY OF CALDWELL**

I, HERBERT J. QUINN, ENGINEER, HEREBY CERTIFY THAT THE ABOVE PLAT COMFORMS TO THE ACTUAL SURVEY MADE ON THE GROUND BY ME OR BY A LICENSED SURVEYOR UNDER MY SUPERVISION AND APPROVED BY THE BOARD OF PROFESSIONAL LAND SURVEYORS ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND BY ME OR BY A LICENSED SURVEYOR UNDER MY SUPERVISION.

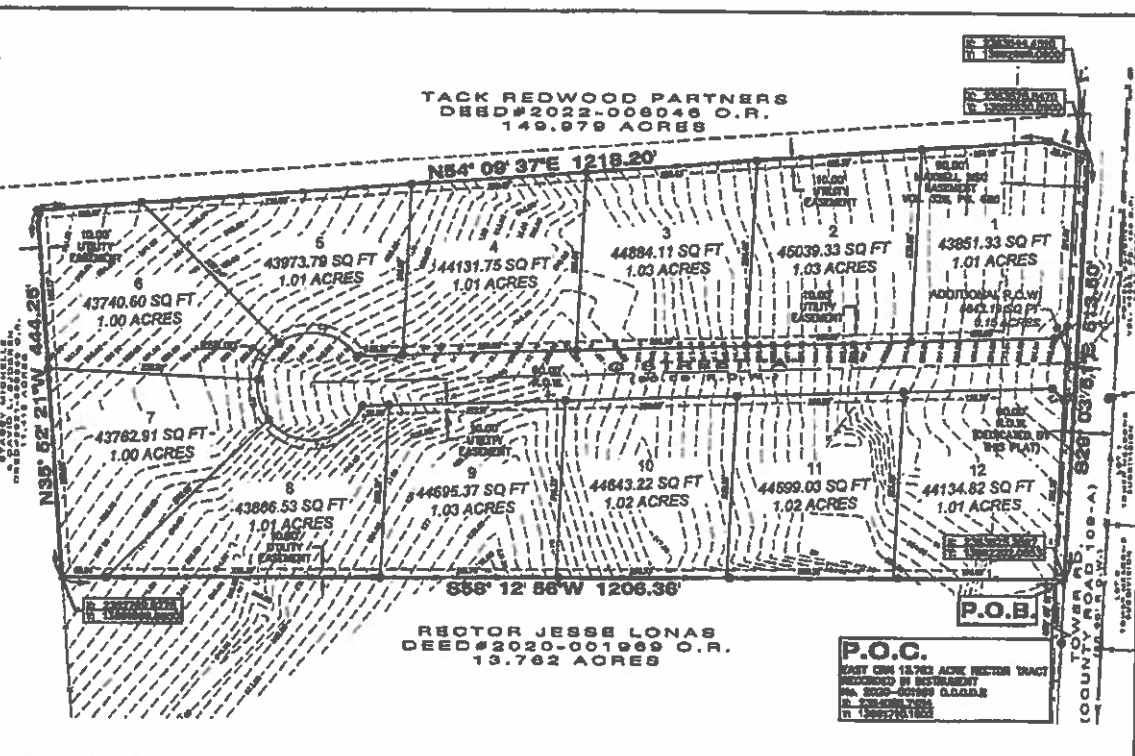
HERBERT J. QUINN, P.E.
REGISTERED PROFESSIONAL ENGINEER No. 50761

**STATE OF TEXAS
COUNTY OF CALDWELL**

I, CAROL MCGLOTHLIN, COUNTY CLERK OF CALDWELL COUNTY, TEXAS DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT WITH ITS CORRECTED COPY OF AMENDMENT HAS BEEN FILED FOR RECORD IN MY OFFICE THIS 14th DAY OF SEPTEMBER, 2023, AT 10:45 AM. THE PLAT BEING RECORDED IN THE PLAT RECORDS OF CALDWELL COUNTY, TEXAS IN PLAT COUNTY _____ AT PAGE _____.

CAROL MCGLOTHLIN
CALDWELL COUNTY CLERK

TOMER ROAD, P.O.B.
REGISTERED PROFESSIONAL LAND SURVEYOR No. 5485
SURVEY FIRM No. 10194027



TACK REDWOOD PARTNERS
DEED#2022-008048 O.R.
149.979 ACRES

RECTOR JESSE LONAS
DEED#2020-001969 O.R.
13.782 ACRES

P.O.C.
EAST CORNER 12.62 ACRES RECTOR TRACT
DEED#2020-001969 O.R.
IN TOWNSHIP 12S
RANGE 10E

METERS AND BOUNDS DESCRIPTION:

BEING A 13.824 ACRES TRACT OF LAND LYING AND SITUATED IN CALDWELL COUNTY, TEXAS, SAID 13.824 ACRES TRACT BEING OUT OF AND FORMING A PART OF PORTION OF WILLIAM BARBER SURVEY, ABSTRACT NO. 48, CALDWELL COUNTY TEXAS SAID 13.824 ACRES TRACT BEING OUT OF AND FORMING A PART OF PORTION OF A CALLED BLAUG ACRES TRACT DESCRIBED BY A GENERAL WARRANTY DEED AND BILL OF SALE FROM DAVID MYERS TO BARTLAN HYDE AND GAIL HYDE, RECORDED IN INSTRUMENT NO. 3048-000078 OF THE OFFICIAL RECORDS OF CALDWELL COUNTY, TEXAS, AND SAID 13.824 ACRES TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A CONCRETE MONUMENT, FOR AN IRON CORNER OF THE SAID BLAUG ACRES HYDE TRACT, SAME BEING THE EAST CORNER OF A CALLED 13.782 ACRES TRACT DESCRIBED BY A WARRANTY DEED WITH THIRD PARTY MORTGAGE FROM BARTLAN HYDE AND GAIL HYDE TO JESSE LONAS RECTOR, RECORDED IN INSTRUMENT NO. 2020-001969 OF THE OFFICIAL RECORDS OF CALDWELL COUNTY, TEXAS, SAME BEING A POINT ON THE APPARENT SOUTHWEST RIGHT-OF-WAY LINE OF TOMER ROAD;

THENCE N 29°05'11" W ALONG THE NORTHEAST LINE OF THE SAID BLAUG ACRES HYDE TRACT, SAME BEING ALONG THE NORTHEAST LINE OF THE SAID 13.782 ACRES RECTOR TRACT, SAME BEING ALONG THE APPARENT SOUTHWEST RIGHT-OF-WAY LINE OF TOMER ROAD, A DISTANCE OF 262.77 FEET TO A 1/2-INCH IRON ROD FOUND, FOR THE EAST CORNER OF THE HEREIN DESCRIBED TRACT AND THE POINT OF BEGINNING;

THENCE S 05°07'01" W ACROSS THE SAID BLAUG ACRES HYDE TRACT, SAME BEING ALONG THE NORTHWEST LINE OF THE SAID 13.782 ACRES RECTOR TRACT, TO A POINT ON THE NORTHEAST LINE OF A CALLED 11.413 ACRES TRACT DESCRIBED BY A WARRANTY DEED WITH MORTGAGE FROM BARTLAN HYDE AND GAIL HYDE TO STACY MOYELLE SAGGREN AND DAVID L. SAGGREN, RECORDED IN INSTRUMENT NO. 3021-000019 OF THE OFFICIAL RECORDS OF CALDWELL COUNTY, TEXAS, A DISTANCE OF 1268.36 FEET TO A 1/2-INCH IRON ROD FOUND, FOR THE SOUTH CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE N 77°15'09" E ACROSS THE SAID BLAUG ACRES HYDE TRACT, SAME BEING ALONG THE NORTHEAST LINE OF THE SAID 11.413 ACRES SAGGREN TRACT, A DISTANCE OF 464.25 FEET TO A 1/2-INCH DIPPED IRON ROD SET, FOR THE WEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE N 84°07'27" E ACROSS THE SAID BLAUG ACRES HYDE TRACT, SAME BEING ALONG AN IRON SOUTHWEST LINE OF THE SAID 11.413 ACRES SAGGREN TRACT, A DISTANCE OF 1248.50 FEET TO A 1/2-INCH DIPPED IRON ROD SET, FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE N 77°15'09" E ACROSS THE SAID BLAUG ACRES HYDE TRACT, SAME BEING ALONG AN IRON SOUTHWEST LINE OF THE SAID 11.413 ACRES SAGGREN TRACT, A DISTANCE OF 184.00 FEET TO A 1/2-INCH IRON ROD FOUND, FOR THE NORTH CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE S 29°05'11" E ALONG THE NORTHEAST LINE OF THE SAID BLAUG ACRES HYDE TRACT, SAME BEING ALONG THE APPARENT SOUTHWEST RIGHT-OF-WAY LINE OF TOMER ROAD, A DISTANCE OF 262.77 FEET TO THE POINT AND PLACE OF BEGINNING, SAID TRACT CONTAINING 13.824 ACRES OF LAND, MORE OR LESS.

SURVEYORS NOTES:

- THE LOTS SHOWN LIE IN FLOOD ZONE "X" ACCORDING TO FEMA PANEL 08030022E AND 08030022E, DATED 08/18/2012. FLOOD ZONE "X" IS AREAS DETERMINED TO BE OUTSIDE THE 0.25 ANNUAL CHANCE FLOODPLAIN.
- THIS SUBDIVISION IS LOCATED WITHIN CALDWELL COUNTY PRECINCT #1.
- THIS SUBDIVISION IS SERVED BY MARSHALL VOLUNTEER FIRE DEPARTMENT.
- THE ORIGINAL DEEDED CALLS OF RECORD ARE THE SAME AS SHOWN ON THIS PLAT.
- THE PARCEL SHOWN DOES NOT LIE WITHIN THE E.T.J. OF ANY MUNICIPALITY.
- THIS SUBDIVISION IS LOCATED WITHIN THE BOUNDARIES OF THE LAGUNITA INDEPENDENT SCHOOL DISTRICT.
- STORM WATER FOR EACH LOT TO REMAIN AS SHEET FLOW IF ANY LOT IS TO BE DEVELOPED SUCH THAT CONCENTRATED FLOWS ARE CREATED, DETENTION MAY BE REQUIRED.
- IT IS UNDERSTOOD THAT ON APPROVAL, THIS PLAT BY THE COMMISSIONERS COURT OF CALDWELL COUNTY, TEXAS, THE BUILDING AND MAINTENANCE OF ANY DRAINWAYS OR STREETS (PRIVATE BRACKS) DELINEATED ON THIS PLAT SHALL REMAIN THE RESPONSIBILITY OF THE LOT OWNER. CALDWELL COUNTY ASSUMES NO OBLIGATION TO BUILD OR MAINTAIN ANY OF THE DRAINWAYS OR STREETS ON THIS PLAT.
- UTILITIES PROVIDED BY:
ELECTRICITY: BLUEMONT ELECTRIC CO., INC.
WATER: MARSHALL WATER SUPPLY, CORP.

PLAT NOTES:

- NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR A PRIVATE ON-SITE SEWAGE DISPOSAL SYSTEM APPROVED BY THE CALDWELL COUNTY ON-SITE WASTEWATER PROGRAM.
- NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A POTABLE WATER SUPPLY FROM AN APPROVED PUBLIC WATER SYSTEM.
- NO ON-SITE WASTEWATER DISPOSAL SYSTEM MAY BE INSTALLED WITHIN 120 FEET OF PRIVATE WATER WELL NOR MAY AN ON-SITE WASTEWATER DISPOSAL SYSTEM BE INSTALLED WITHIN 120 FEET OF A PUBLIC WATER WELL.
- NO CONSTRUCTION MAY BEGAIN ON ANY LOT IN THIS SUBDIVISION UNLESS PLANS FOR THE PRIVATE ON-SITE WASTEWATER DISPOSAL SYSTEM ARE SUBMITTED AND APPROVED BY THE CALDWELL COUNTY ON-SITE WASTEWATER PROGRAM.
- THESE RESTRICTIONS ARE ENFORCEABLE BY THE CALDWELL COUNTY ON-SITE WASTEWATER PROGRAM AND/OR LOT OWNERS.

CALDWELL COUNTY, DIRECTOR OF SANITATION

LAND PLAT CP 2023XX

**SUBDIVISION PLAT ESTABLISHING
SAGE HILLS ESTATES
SUBDIVISION**

BEING A TOTAL OF 13.82 ACRES TRACT OF LAND
OUT OF WILLIAM BARBER SURVEY No. A-47, IN
CALDWELL COUNTY, TEXAS.

HIO DELTA ENGINEERING
FIRM REGISTRATION No. P-7020
EXPIRES FIRM No. 10/30/2027
201 S. JONES AVENUE, WICHITA, TEXAS 67202
(316) 686-4400 (FAX) (316) 686-4400

LINE TABLE

LINE #	DESCRIPTION	LENGTH	AREA
1	TOP OF 1/2" IRON ROD	1268.36	1.03
2	TOP OF 1/2" IRON ROD	464.25	0.11
3	TOP OF 1/2" IRON ROD	1248.50	1.03
4	TOP OF 1/2" IRON ROD	184.00	0.04
5	TOP OF 1/2" IRON ROD	262.77	0.06
6	TOP OF 1/2" IRON ROD	1268.36	1.03

CURVE TABLE

Curve #	Length	Radius	Chord	Chord Distance	Short Length
1	1268.36	1268.36	1268.36	0.00	0.00
2	464.25	464.25	464.25	0.00	0.00
3	1248.50	1248.50	1248.50	0.00	0.00
4	184.00	184.00	184.00	0.00	0.00
5	262.77	262.77	262.77	0.00	0.00
6	1268.36	1268.36	1268.36	0.00	0.00

**STATE OF TEXAS
COUNTY OF CALDWELL**

I, HERBERT J. QUINN, ENGINEER, HEREBY CERTIFY THAT THE ABOVE PLAT COMFORMS TO THE ACTUAL SURVEY MADE ON THE GROUND BY ME OR BY A LICENSED SURVEYOR UNDER MY SUPERVISION AND APPROVED BY THE BOARD OF PROFESSIONAL LAND SURVEYORS ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND BY ME OR BY A LICENSED SURVEYOR UNDER MY SUPERVISION.

HERBERT J. QUINN, P.E.
REGISTERED PROFESSIONAL ENGINEER No. 50761

**STATE OF TEXAS
COUNTY OF CALDWELL**

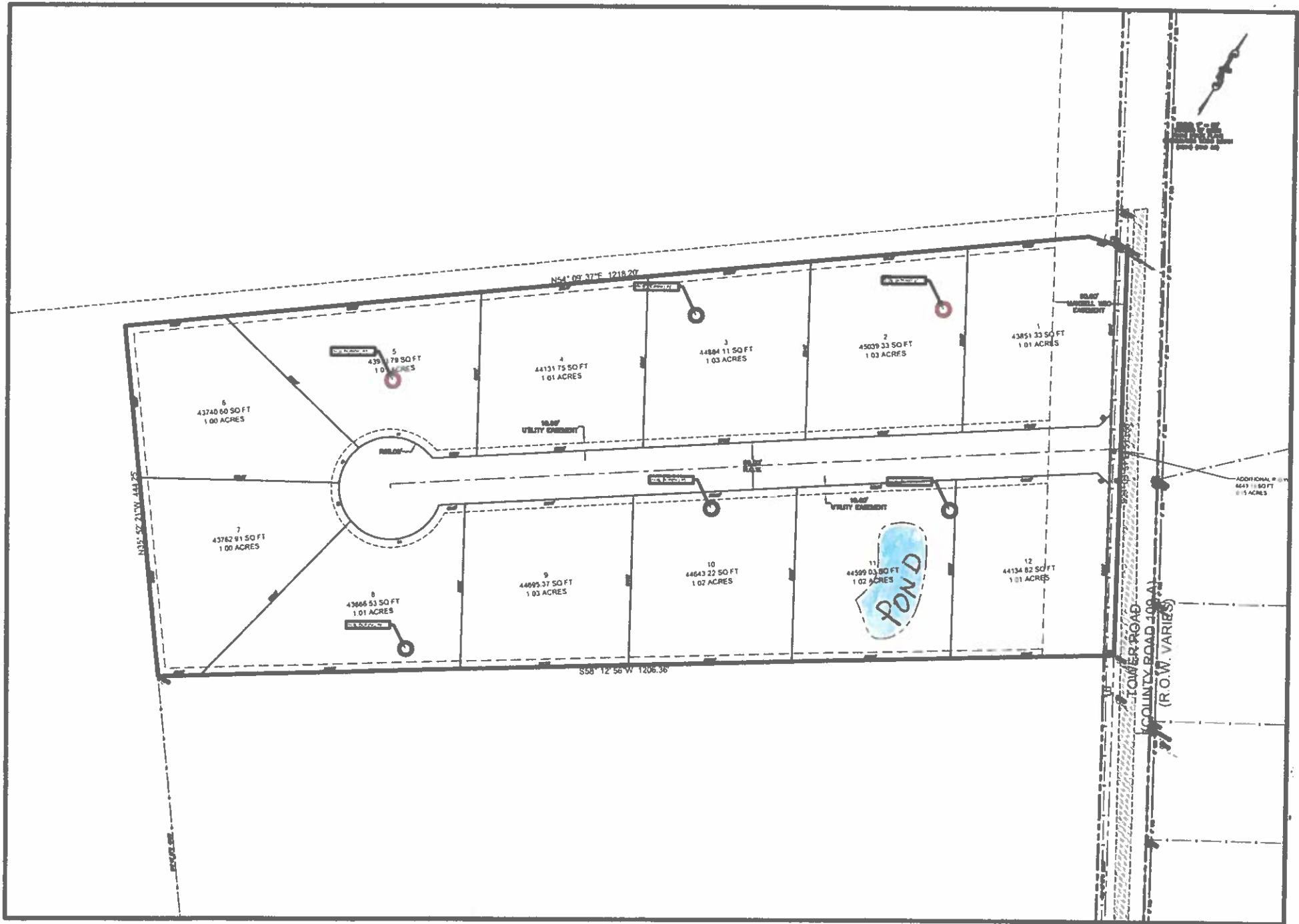
I, CAROL MCGLOTHLIN, COUNTY CLERK OF CALDWELL COUNTY, TEXAS DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT WITH ITS CORRECTED COPY OF AMENDMENT HAS BEEN FILED FOR RECORD IN MY OFFICE THIS 14th DAY OF SEPTEMBER, 2023, AT 10:45 AM. THE PLAT BEING RECORDED IN THE PLAT RECORDS OF CALDWELL COUNTY, TEXAS IN PLAT COUNTY _____ AT PAGE _____.

CAROL MCGLOTHLIN
CALDWELL COUNTY CLERK

**STATE OF TEXAS
COUNTY OF CALDWELL**

I, CAROL MCGLOTHLIN, COUNTY CLERK OF CALDWELL COUNTY, TEXAS DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT WITH ITS CORRECTED COPY OF AMENDMENT HAS BEEN FILED FOR RECORD IN MY OFFICE THIS 14th DAY OF SEPTEMBER, 2023, AT 10:45 AM. THE PLAT BEING RECORDED IN THE PLAT RECORDS OF CALDWELL COUNTY, TEXAS IN PLAT COUNTY _____ AT PAGE _____.

CAROL MCGLOTHLIN
CALDWELL COUNTY CLERK



SOIL EVALUATION

DATE PERFORMED: 07/03/23 PROPOSED DRAINFIELD EXCAVATION DEPTH: N/A—Subdivision review
 PROPERTY LOCATION: see locator map on survey plat (Sage Hills Estates Subdivision)
 SITE EVALUATOR: Brian K. Wendland, R.S. OS 8638
 Signature: *Brian K. Wendland* #3332

SOIL BORING NUMBER: 1

DEPTH	TEXTURAL CLASS	EVIDENCE OF GROUNDWATER	RESTRICTIVE HORIZON	OBSERVATIONS/COMMENTS
48"	IV	None observed	No	DARK GRAY CLAY WITH NO GRAVEL OR EVIDENCE OF GROUNDWATER
60"	IV	None observed	No	TAN CLAY WITH NO GRAVEL OR EVIDENCE OF GROUNDWATER

SOIL EVALUATION

DATE PERFORMED: 07/03/23 PROPOSED DRAINFIELD EXCAVATION DEPTH: N/A—Subdivision review
 PROPERTY LOCATION: see locator map on survey plat (Sage Hills Estates Subdivision)
 SITE EVALUATOR: Brian K. Wendland, R.S. OS 8638
 Signature: *Brian K. Wendland, R.S.*

SOIL BORING NUMBER: 2

DEPTH	TEXTURAL CLASS	EVIDENCE OF GROUNDWATER	RESTRICTIVE HORIZON	OBSERVATIONS/COMMENTS
38" ↑ ↓	IV	None observed	No	TAN clay with no evidence of groundwater or gravel
66" ↑ ↓	IV	None observed	No	TAN clay with CaCO ₃ deposits no gravel or groundwater evidence observed

SOIL EVALUATION

DATE PERFORMED: 07/03/23 PROPOSED DRAINFIELD EXCAVATION DEPTH: N/A—Subdivision review
 PROPERTY LOCATION: see locator map on survey plat (Sage Hills Estates Subdivision)
 SITE EVALUATOR: Brian K. Wendland, R.S. OS 8638
 Signature: *Brian K. Wendland, R.S.*

SOIL BORING NUMBER: 3

DEPTH	TEXTURAL CLASS	EVIDENCE OF GROUNDWATER	RESTRICTIVE HORIZON	OBSERVATIONS/COMMENTS
26"	IV	None observed	No	DARK GRAY CLAY No gravel or groundwater evidence observed
60"	IV	None observed	No	Yellowish Gray clay No gravel or groundwater observed

SOIL EVALUATION

DATE PERFORMED: 07/03/23 PROPOSED DRAINFIELD EXCAVATION DEPTH: N/A—Subdivision review
 PROPERTY LOCATION: see locator map on survey plat (Sage Hills Estates Subdivision)
 SITE EVALUATOR: Brian K. Wendland, R.S. OS 8638
 Signature: *Brian K. Wendland R.S.*

SOIL BORING NUMBER: 4

DEPTH	TEXTURAL CLASS	EVIDENCE OF GROUNDWATER	RESTRICTIVE HORIZON	OBSERVATIONS/COMMENTS
11"	IV	None observed	No	Black clay with 1φ% gravel observed (gravel greater than 2mm). No evidence of Groundwater
6φ"	IV	None observed	No	light TAN CLAY with 2φ% Gravel (gravel greater than 2mm) No evidence of Groundwater

SOIL EVALUATION

DATE PERFORMED: 07/03/23 PROPOSED DRAINFIELD EXCAVATION DEPTH: N/A—Subdivision review
 PROPERTY LOCATION: see locator map on survey plat (Sage Hills Estates Subdivision)
 SITE EVALUATOR: Brian K. Wendland, R.S. OS 8638
 Signature *Brian K. Wendland R.S.*

SOIL BORING NUMBER: 5

DEPTH	TEXTURAL CLASS	EVIDENCE OF GROUNDWATER	RESTRICTIVE HORIZON	OBSERVATIONS/COMMENTS
34"	IV	None observed	No	Black clay with no gravel or groundwater observed
64"	IV	None observed	No	Yellowish GRAY clay No gravel or groundwater observed

SOIL EVALUATION

DATE PERFORMED: 07/03/23 PROPOSED DRAINFIELD EXCAVATION DEPTH: N/A— Subdivision review
 PROPERTY LOCATION: see locator map on survey plat (Sage Hills Estates Subdivision)
 SITE EVALUATOR: Brian K. Wendland, R.S. OS 8638
 Signature: *Brian K. Wendland, R.S.*

SOIL BORING NUMBER: 6

DEPTH	TEXTURAL CLASS	EVIDENCE OF GROUNDWATER	RESTRICTIVE HORIZON	OBSERVATIONS/COMMENTS
18" ↑ ↓	IV	None observed	No	DARK GRAY CLAY with no gravel or groundwater observed
60" ↑ ↓	IV	None observed	No	DARK TAN CLAY No gravel or groundwater observed

Through Tax Year
2022

TAX CERTIFICATE

Certificate #
7205

Issued By:
Caldwell County Appraisal District
211 Bufkin Ln.
P.O. Box 900
Lockhart, TX 78644

Property Information	
Property ID: 118870	Geo ID: 0200048-103-110-10
Legal Acres: 13.8250	
Legal Desc: A048 BARBER, WILLIAM, ACRES 13.825	
Situs: 595 TOWER RD LOCKHART, TX 78644	
DBA:	
Exemptions:	

Owner ID: 237679 100.00%
1839 GROUP LLC
305 RAILROAD
STE 100
BUDA, TX 78610-3448

For Entities	Value Information	
Caldwell County	Improvement HS:	0
Caldwell County ESD #3	Improvement NHS:	0
Farm to Market Road	Land HS:	0
FLORES FELICIANO ESTATE	Land NHS:	0
Lockhart ISD	Productivity Market:	240,370
Plum Creek Conservation District	Productivity Use:	1,330
Plum Creek Underground Water	Assessed Value	1,330

Property is receiving Ag Use

Current/Delinquent Taxes

This is to certify that, after a careful check of the tax records of this office, the following delinquent taxes, penalties, interest and any known costs and expenses as provided by Tax Code §33.48, are due on the described property for the following taxing unit(s):

Year Entity	Taxable	Tax Due	Disc./P&I	Attorney Fee	Total Due
Totals:		0.00	0.00	0.00	0.00

Effective Date: 08/28/2023

Total Due if paid by: 08/31/2023

0.00



Tax Certificate issued for:	Taxes Paid in 2022	POSSIBLE ROLLBACK
Lockhart ISD	14.80	
Plum Creek Underground Water	0.21	
Plum Creek Conservatibn District	0.22	
Farm to Market Road	0.00	
Caldwell County	7.35	
Caldwell County ESD #3	1.33	

If applicable, the above-described property has/is receiving special appraisal based on its use, and additional rollback taxes may become due based on the provisions of the special appraisal (Comptroller Rule 9.3040) or property omitted from the appraisal roll as described under Tax Code Section 25.21 is not included in this certificate [Tax Code Section 31.08(b)].

Pursuant to Tax Code Section 31.08, if a person transfers property accompanied by a tax certificate that erroneously indicates that no delinquent taxes, penalties or interest are due a taxing unit on the property or that fails to include property because of its omission from an appraisal roll, the unit's tax lien on the property is extinguished and the purchaser of the property is absolved of liability to the unit for delinquent taxes, penalties or interest on the property or for taxes based on omitted property. The person who was liable for the tax for the year the tax was imposed or the property was omitted remains personally liable for the tax and for any penalties or interest.

A tax certificate issued through fraud or collusion is void.

This certificate does not clear abuse of granted exemptions as defined in Section 11.43 Paragraph(1) of the Texas Property Tax Code.

May Be Subject to Court Costs if Suit is Pending

Date of Issue: 08/28/2023
Requested By: 1839 GROUP LLC
Fee Amount: 10.00
Reference #:

Wick Schaefer
Signature of Authorized Officer of Collecting Office

Caldwell County Agenda Item

AGENDA DATE: January 23, 2024

Type of Agenda Item: Bond

Subject: To approve the construction bond in the amount of \$1,463,356.73 for Lively Stone Subdivision, Phase 13.

Costs: \$0.00

Agenda Speakers: Judge Haden/Commissioner Thomas/Donald Leclerc

Backup Materials: Attached

Total # of Pages: 3

MERCHANTS BONDING COMPANY

MERCHANTS NATIONAL BONDING, INC. P.O. BOX 14498, DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

SUBDIVISION BOND

Bond No. 100264905

KNOW ALL PERSONS BY THESE PRESENTS:

THAT we, Lively Stone Investments, LLC

as Principal, and Merchants National Bonding, Inc. (hereinafter called the Surety) are held and firmly bound unto the Hoppy Haden, Caldwell County Judge

as Obligee, in the penal sum of One Million Four Hundred Sixty-Three Thousand Three Hundred Fifty-Six and 73/100 dollars (\$1,463,356.73), lawful money of the United States to the payment of which sum well and truly to be made, the Principal herein firmly binds himself (themselves), their heirs, executors, and administrators, and the said Surety binds itself, its successors, assigns, executors and administrators, jointly and severally, firmly by these presents.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, THAT, whereas the above bounden Principal is platting certain lots entitled Lively Stone Phase 1 of 4

being an official plat lying within the City of Lockhart County of Caldwell, State of Texas

WHEREAS, the above bounden Principal has agreed with the Obligee to install the following improvements:

Lively Stone Phase 1 - Site, Drainage, Erosion Control

ALL such improvements to be completed in accordance with an agreement between the Principal and the Obligee.

NOW, if the Principal shall in all respects fulfill this said obligation according to the terms thereof, and shall satisfy all claims and demands incurred for same, and shall fully indemnify and save harmless the Obligee from all costs and damages which it may suffer by reason of failure to do so and shall fully reimburse and repay the Obligee all outlays and expenses which it may incur in making good any such default, then this obligation is to be void and of no effect; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 12th day of December, 2023



Lively Stone Investments, LLC
Principal

By _____

Merchants National Bonding Inc.
By [Signature]
Yamillec Ramos, Attorney-in-Fact

MERCHANTS BONDING COMPANY™ POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Blaine Allen; Brady K Cox; Brent Baldwin; Brock Baldwin; Chandler Nazzal; Cynthia A Alford; John A Aboumrad; Keith Rogers; Kristen Ortiz; Lorena Gutierrez; Michael B Hill; Neira Hernandez; Russ Frenzel; Samuel Freireich; Sylvia Thomas; Veronica Ramos; William D Baldwin; Yamillec Ramos

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

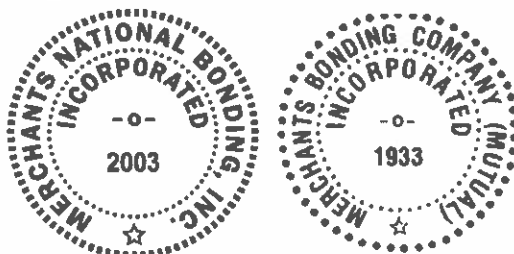
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 23rd day of January, 2023.

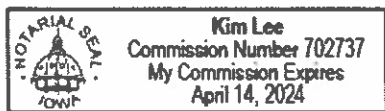


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 23rd day of January 2023, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

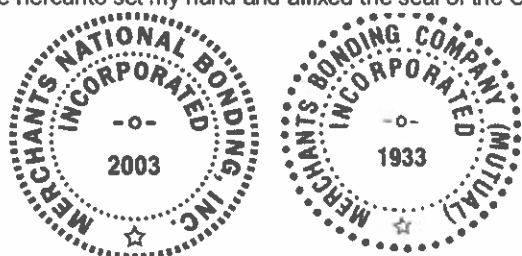


Kim Lee
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 12th day of December, 2023.



William Warner Jr.
Secretary



MERCHANTS
BONDING COMPANY™

MERCHANTS BONDING COMPANY (MUTUAL) • MERCHANTS NATIONAL BONDING, INC.
2100 FLEUR DRIVE • DES MOINES, IOWA 50321-1158 • (800) 678-8171 • (515) 243-3854 FAX

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your insurance agent at the telephone number provided by your insurance agent.

You may call Merchants Bonding Company (Mutual) toll-free telephone number for information or to make a complaint at:

1-800-678-8171

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

1-800-252-3439

You may write the Texas Department of Insurance at:

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

PREMIUM AND CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

Caldwell County Agenda Item

AGENDA DATE: January 23, 2024

Type of Agenda Item: Subdivision

Subject: To approve the Final Plat for Sandy Creek Estates consisting of 8 residential lots on approximately 27.410 acres located on Sandy Creek Road.

Costs: \$0.00

Agenda Speakers: Commissioner Thomas/Kasi Miles

Backup Materials: Attached

Total # of Pages: 22



7401B Highway 71 West, Suite 160
Austin, TX 78735
Office: 512.583.2600
Fax: 800.587.2817

Doucetengineers.com

January 2, 2024

Kasi Miles
Caldwell County
1700 FM 2720
Lockhart, Texas 78644

Re: Sandy Creek Final Plat
Project No. 1911-245-02

Dear Ms. Miles,

Doucet has completed our review of the final plat application for Sandy Creek Subdivision, a 8-lot subdivision of a +/- 8.911 acres located at 1840 Sandy Creek Road, Dale, Texas 78616. The subdivision will be served by OSSF and water provided by Individual Wells.

The final plat appears to be in general conformance with the rules and regulations of Caldwell County. Therefore, we recommend placing the plat on the Commissioners Court agenda for consideration.

It is our pleasure to be of assistance to the County on this project.

Kimberly Johnson-Hopkins

Kimberly Johnson-Hopkins
Planner, Land Development

TBPE Firm # 3937
State of Texas Surveying Firm Certification # 10105800

COMMITMENT YOU EXPECT.
EXPERIENCE YOU NEED.
PEOPLE YOU TRUST.

LEGAL DESCRIPTION

FIELD NOTES FOR A TRACT OF LAND CONTAINING 8.408 ACRE TRACT NET (366,270 SQUARE FEET) 8,911 ACRE TRACT GROSS (388,171 SQUARE FEET)

SANDY CREEK ROAD SUBDIVISION PHASE 1 - FINAL PLAT CALDWELL COUNTY, TEXAS

A 8.911 ACRE GROSS (388,171.09 SQUARE FEET) TRACT OF LAND SITUATED IN THE ISAAC ALLEN SURVEY, ABSTRACT NUMBER 29, THE STEPHEN GOODMAN, SURVEY NUMBER 2, ABSTRACT NUMBER 111, WILLIAM LEECH SURVEY, ABSTRACT NUMBER 325 AND THE JAMES R. GORMAN SURVEY, ABSTRACT NUMBER 114 IN CALDWELL COUNTY, TEXAS, SAID 8.911-ACRE GROSS TRACT, BEING A PORTION OF A 27.434-ACRE TRACT DESIGNATED AS TRACT 2) AS CONVEYED TO GIBBY CREEK, LLC. BY GENERAL WARRANTY DEED WITH VENDOR'S LIEN AS RECORDED IN DOCUMENT NUMBER 2021-008982 AND BEING A PORTION OF A 50,000 ACRE TRACT AS CONVEYED TO L.H. CLEMMENTS AND JUNE CLEMMENTS BY WARRANTY DEED WITH VENDOR'S LIEN AS RECORDED IN VOLUME 248, PAGE 624, AS REFERENCED IN A BOUNDARY LINE AGREEMENT AND SPECIAL WARRANTY DEED BETWEEN HENRY L. PAYTON AND JUNE CLEMMENTS AS RECORDED IN VOLUME 387, PAGE 90, ALL OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS, SAID 8.911 ACRE GROSS (388,171 SQUARE FEET) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND 1/2" IRON ROD ON THE SOUTHEAST RIGHT OF WAY LINE OF COUNTY ROAD NUMBER 168 (ALSO KNOWN AS SANDY CREEK ROAD), BEING BOTH THE NORTH CORNER OF THE ABOVE MENTIONED BOUNDARY LINE AGREEMENT AND OF SAID 50,000 ACRE TRACT AND BEING THE WEST CORNER OF SAID OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH A SOUTHEASTERLY AND A SOUTHWESTERLY RIGHT OF WAY LINES OF SAID SANDY CREEK ROAD, BEING A NORTHWESTERLY AND A NORTHEASTERLY BOUNDARY OF THE HEREIN DESCRIBED TRACT, THE FOLLOWING FIVE (5) COURSES:

- (1) NORTH 28°03'01" EAST, A DISTANCE OF 301.63 FEET TO A FOUND 5" DIAMETER TREATED FENCE POST;
(2) NORTH 40°06'53" EAST, A DISTANCE OF 31.57 FEET TO A FOUND 5" DIAMETER TREATED FENCE POST;
(3) NORTH 49°42'10" EAST, A DISTANCE OF 30.82 FEET TO A FOUND 5" DIAMETER TREATED FENCE POST;
(4) NORTH 75°28'01" EAST, A DISTANCE OF 11.80 FEET TO A FOUND 5" DIAMETER TREATED FENCE POST, AND BEING THE NORTH CORNER OF THE HEREIN DESCRIBED TRACT;

(5) SOUTH 46°41'39" EAST, A DISTANCE OF 1,248.14 FEET TO A FOUND 1/2" IRON ROD, BEING AN ANGLE POINT IN THE HEREIN DESCRIBED TRACT. THENCE, WITH A SOUTHEASTERLY RIGHT OF WAY LINE OF SAID SANDY CREEK ROAD, BEING A NORTHWESTERLY BOUNDARY OF THE HEREIN DESCRIBED TRACT, THE FOLLOWING THREE (3) COURSES:

- (1) SOUTH 66°47'50" EAST, A DISTANCE OF 122.90 FEET TO A FOUND 1/2" IRON ROD WITH A PINK PLASTIC CAP STAMPED "HINKLE", BEING AN ANGLE POINT IN THE HEREIN DESCRIBED TRACT;
(2) NORTH 61°47'55" EAST, A DISTANCE OF 64.79 FEET TO A FOUND 1/2" IRON ROD, BEING AN ANGLE POINT IN THE HEREIN DESCRIBED TRACT;
(3) NORTH 44° 23'07" EAST, A DISTANCE OF 223.06 FEET TO A FOUND 1/2" IRON ROD WITH A PINK PLASTIC CAP STAMPED "HINKLE", BEING A WEST CORNER OF A 25.133 ACRE TRACT AS CONVEYED TO ANN LUMLEY AND MICHAEL LUMLEY, WIFE AND HUSBAND BY WARRANTY DEED WITH VENDOR'S LIEN AS RECORDED IN DOCUMENT NUMBER 2016005931 OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS, AND BEING THE NORTH CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, LEAVING THE SOUTHEASTERLY RIGHT OF WAY LINE OF SAID SANDY CREEK ROAD, WITH THE SOUTHWESTERLY BOUNDARY OF SAID 25.133 ACRE TRACT, BEING A NORTHWESTERLY AND A SOUTHEASTERLY BOUNDARY OF THE HEREIN DESCRIBED TRACT, SOUTH 49°23'00" EAST, A DISTANCE OF 10.01 FEET TO A SET 5/8" IRON ROD WITH AN ORANGE PLASTIC CAP STAMPED "TAG 10194593" BEING THE EAST CORNER OF THE HEREIN DESCRIBED TRACT; THENCE, LEAVING THE SOUTHWESTERLY BOUNDARY OF SAID 25.133 ACRE TRACT, OVER AND ACROSS SAID 27.434 ACRE TRACT, THE FOLLOWING FIVE (5) COURSES:

- (1) SOUTH 44°23'07" WEST, A DISTANCE OF 225.07 FEET TO A SET 5/8" IRON ROD WITH AN ORANGE PLASTIC CAP STAMPED "TAG 10194593" BEING AN ANGLE POINT IN THE HEREIN DESCRIBED TRACT;
(2) SOUTH 61°47'55" WEST, A DISTANCE OF 71.14 FEET TO A SET 5/8" IRON ROD SET IN 18" CONCRETE WITH AN ORANGE PLASTIC CAP STAMPED "TAG 10194593" BEING AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;
(3) NORTH 66°47'50" WEST, A DISTANCE OF 129.18 FEET TO A SET 5/8" IRON ROD WITH AN ORANGE PLASTIC CAP STAMPED "TAG 10194593" BEING AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;
(4) NORTH 46°41'39" WEST, A DISTANCE OF 152.40 FEET TO A SET 5/8" IRON ROD WITH AN ORANGE PLASTIC CAP STAMPED "TAG 10194593" BEING AN INTERIOR CORNER IN THE HEREIN DESCRIBED TRACT;

- (5) SOUTH 43°18'28" WEST, A DISTANCE OF 370.15 FEET TO A SET 5/8" IRON ROD WITH AN ORANGE PLASTIC CAP STAMPED "TAG 10194593" ON THE AFOREMENTIONED BOUNDARY LINE AGREEMENT, BEING THE SOUTH CORNER OF THE HEREIN DESCRIBED TRACT; THENCE, WITH THE AFOREMENTIONED BOUNDARY LINE AGREEMENT, BEING THE SOUTHWESTERLY BOUNDARY OF THE HEREIN DESCRIBED TRACT THE FOLLOWING FOUR (4) COURSES:
(1) NORTH 43°29'29" WEST, A DISTANCE OF 293.67 FEET TO A FOUND 1/2" IRON ROD WITH A PINK PLASTIC CAP STAMPED "HINKLE", BEING AN ANGLE POINT IN THE HEREIN DESCRIBED TRACT;
(2) NORTH 46°43'50" WEST, A DISTANCE OF 364.82 FEET TO A FOUND 1/2" IRON ROD WITH A PINK PLASTIC CAP STAMPED "HINKLE", BEING AN ANGLE POINT IN THE HEREIN DESCRIBED TRACT;
(3) NORTH 22°13'50" WEST, A DISTANCE OF 137.13 FEET TO A FOUND 1/2" IRON ROD WITH A PINK PLASTIC CAP STAMPED "HINKLE", BEING AN INTERIOR ANGLE POINT IN THE HEREIN DESCRIBED TRACT;
(4) NORTH 59°39'01" WEST, A DISTANCE OF 249.59 FEET TO THE POINT OF BEGINNING, CONTAINING 8.911 ACRE GROSS TRACT (388,171 SQUARE FEET) OF LAND.

NOTE: BASIS OF BEARING WAS ESTABLISHED FROM THE STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983, TEXAS SOUTH CENTRAL ZONE. A PLAT OF SAME DATE WAS PREPARED FOR THIS DESCRIPTION.

CIVIL ENGINEER DOUG FRANKLIN 10421 GULFDAL STREET SAN ANTONIO, TX 78216 PHONE: (210) 964-4495 EMAIL: DOUG.FRANKLIN@HEALTUMGROUP.COM SURVEYOR RICK LANTIS THE ALTUM GROUP 10421 GULFDAL STREET SAN ANTONIO, TX 78216 PHONE: (210) 964-4495 EMAIL: RICK.LANTIS@HEALTUMGROUP.COM OWNER/DEVELOPER GREG GIBSON 16759 MARSALA SPRINGS ROAD ROUND ROCK, TEXAS 78681 PHONE: (512) 423-8264 EMAIL: DIRECTEFFECT@GIBBYCREEK.COM

STATE OF TEXAS COUNTY OF CALDWELL I, BROOKS D. FRANKLIN, DO HEREBY CERTIFY THAT THE STREET AND DRAINAGE DESIGN, AS SHOWN HEREON, COMPLIES WITH THE SUBDIVISION REGULATIONS FOR CALDWELL COUNTY, AND THAT THE 100 YEAR FLOOD PLAIN IS AS SHOWN AND WILL BE CONTAINED WITHIN THE DRAINAGE EASEMENTS, AS SHOWN HEREON.

BROOKS D. FRANKLIN DATE 10421 GULFDAL STREET SAN ANTONIO, TX 78216 TEXAS FIRM NO. F-29130

STATE OF TEXAS COUNTY OF CALDWELL I, RICHARD G. LANTIS, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE ON-THE-GROUND SURVEY OF THE LAND, AND THAT THE CORNER MONUMENTS SHOWN WERE PROPERLY PLACED, UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF CALDWELL COUNTY, TEXAS.

RICHARD G. LANTIS DATE REGISTERED PROFESSIONAL LAND SURVEYOR REGISTRATION NO. 6908 10421 GULFDAL STREET SAN ANTONIO, TX 78216 TEXAS FIRM NO. 10194593

STATE OF TEXAS COUNTY OF CALDWELL

KNOW ALL MEN BY THESE PRESENTS:

THAT GREG GIBSON, OWNER OF A 27.410 ACRE GROSS (1,193,960 SQUARE FEET) TRACT OF LAND SITUATED IN THE ISAAC ALLEN SURVEY, ABSTRACT NUMBER 29, THE STEPHEN GOODMAN SURVEY NUMBER 2, ABSTRACT NUMBER 114 AND THE WILLIAM LEECH SURVEY ABSTRACT NUMBER 325 IN CALDWELL COUNTY, TEXAS, SAID 27.410-ACRE GROSS TRACT, BEING ALL OF A 27.434 ACRE TRACT (DESIGNATED AS TRACT 2) AS CONVEYED TO GIBBY CREEK, LLC, BY GENERAL WARRANTY DEED WITH VENDOR'S LIEN AS RECORDED IN DOCUMENT NUMBER 202126094 AND BEING A PORTION OF A 50,000 ACRE TRACT AS CONVEYED TO L.H. CLEMMENTS AND JUNE CLEMMENTS BY WARRANTY DEED WITH VENDOR'S LIEN AS RECORDED IN VOLUME 248, PAGE 624, AS REFERENCED IN A BOUNDARY LINE AGREEMENT AND SPECIAL WARRANTY DEED BETWEEN HENRY L. PAYTON AND JUNE CLEMMENTS AS RECORDED IN VOLUME 387, PAGE 90, ALL OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DECLARE FOR THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED AND DOES HEREBY SUBDIVIDE SAID 8.911 ACRE GROSS (388,171 SQUARE FEET) IN ACCORDANCE WITH THE PLAT SHOWN HEREON, TO BE KNOWN AS:

SANDY CREEK ROAD SUBDIVISION PHASE 1

WITNESS MY HAND THIS ____ DAY OF _____, 20____ AD.

GREG GIBSON 6759 MARSALA SPRINGS ROAD ROUND ROCK, TEXAS 78681

STATE OF TEXAS COUNTY OF CALDWELL

BEFORE ME, IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED GREG GIBSON KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SORIBED HERETO AND ACKNOWLEDGED THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION HEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF THIS OFFICE, THIS ____ DAY OF _____, 20____ AD.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS COUNTY OF CALDWELL

I, TERESA RODRIGUEZ, COUNTY CLERK IN AND FOR CALDWELL COUNTY, TEXAS DO HEREBY CERTIFY THAT THIS MAP OR PLAT HAS BEEN FULLY PRESENTED AND APPROVED BY THE COMMISSIONERS COURT OF CALDWELL COUNTY, TEXAS ON THE ____ DAY OF _____, 20____, TO BE RECORDED IN THE PLAT RECORDS OF CALDWELL COUNTY, TEXAS.

TERESA RODRIGUEZ CALDWELL COUNTY CLERK

STATE OF TEXAS COUNTY OF CALDWELL

I, TERESA RODRIGUEZ, COUNTY CLERK IN AND FOR CALDWELL COUNTY, TEXAS DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT WITH ITS CERTIFICATES OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE THE ____ DAY OF _____, 20____, AT ____ O'CLOCK ____ M. AND DULY RECORDED ON THE ____ DAY OF _____, 20____, IN THE PLAT RECORDS OF CALDWELL COUNTY, TEXAS IN PLAT CABINET ____ AT SLIDE ____.

TERESA RODRIGUEZ CALDWELL COUNTY CLERK

WATER SERVICE PROVIDED BY: SHARED WATER WELL SEWER SERVICE PROVIDED BY: INDIVIDUAL ON-SITE SEWAGE FACILITIES ELECTRIC SERVICE PROVIDED BY: BLUEBONNET ELECTRIC COOPERATIVE

NOTES:

- 1. NO COMMERCIAL CONSTRUCTION OR CONSTRUCTION OF RESIDENTIAL HOMES (INCLUDING INSTALLATION OF MOBILE HOMES MAY BEGIN UNTIL THE APPLICABLE RESIDENTIAL OR COMMERCIAL DEVELOPMENT PERMIT IS OBTAINED FROM THE APPLICABLE JURISDICTION.
2. IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE THE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED ACCESS UNTO A PUBLICLY DEDICATED ROADWAY UNLESS A DRIVEWAY PERMIT HAS BEEN ISSUED BY THE APPROPRIATE ENTITY HAVING JURISDICTION OVER THE ROADWAY.

DRAINAGE EASEMENTS:

- 1. NO STRUCTURES SHALL BE PERMITTED WITHIN DRAINAGE EASEMENTS EXCEPT:
a) STORM CONTROL STRUCTURES SPECIFICALLY DESIGNED AND APPROVED BY THE REGULATING BODY(IES) OR
b) FENCES OF OPEN DESIGN TO ALLOW THE FREE FLOW OF WATER.
2. EACH OWNER OF ANY PORTION OF THE PROPERTY OVER WHICH A DRAINAGE EASEMENT IS LOCATED SHALL HAVE THE OBLIGATION AND LIABILITY TO CONTINUOUSLY MAINTAIN THE FACILITIES LOCATED ON THAT OWNER'S PROPERTY IN ACCORDANCE WITH THE REQUIREMENTS OF THE COUNTY AND IN A GOOD AND FUNCTIONING CONDITION, AT THAT OWNERS COST AND EXPENSE. RESPONSIBILITY FOR MAINTAINING IMPROVEMENTS IN THE DRAINAGE EASEMENTS SHOWN HEREON IS LOT OWNER [MODIFY AS APPROPRIATE FOR PLATS VS. SEPARATE INSTRUMENT EASEMENTS]. BLOCKING, FILLING, OBSTRUCTING FLOW, OR ALTERING OF A DRAINAGE EASEMENT IS PROHIBITED WITHOUT EXPRESS APPROVAL OF [INCLUDE REFERENCE TO RELEVANT CITY IF INSIDE AN ETC] AND CALDWELL COUNTY. THE COUNTY AND OTHER GOVERNMENTAL AUTHORITIES SHALL HAVE THE RIGHT TO, AND ARE HEREBY GRANTED AN EASEMENT AND RIGHT OF ENTRY TO, INSPECT, MONITOR, AND OTHERWISE ACCESS IN, UPON AND ACROSS ALL DRAINAGE EASEMENTS DESIGNATED BY THIS PLAT [MODIFY FOR SEPARATE INSTRUMENT EASEMENTS] IN THE EVENT OF THE FAILURE OF LOT OWNER [EASEMENT OWNER IN THE CASE OF AN EASEMENT] TO MEET ITS OBLIGATIONS UNDER THE PRECEDING PARAGRAPH. THE COUNTY OR OTHER GOVERNMENTAL AUTHORITY SHALL HAVE THE RIGHT TO PERFORM THE OBLIGATIONS OF SUCH OWNER AND THE OWNER DEFAULTING IN SUCH OBLIGATION SHALL BE LIABLE AND OBLIGATED FOR THE COSTS AND EXPENSES INCURRED BY THE COUNTY OR OTHER GOVERNMENTAL AUTHORITY.
3. LOTS WITHIN 300 FEET OF THE FEMA FLOODPLAIN NEED A MINIMUM FINISHED FLOOR ELEVATION 2 FEET ABOVE THE BASE FLOOD ELEVATION.

CALDWELL COUNTY ON-SITE WASTEWATER PROGRAM NOTES:

- 1. NO STRUCTURES IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR A PRIVATE ON-SITE SEWAGE DISPOSAL SYSTEM APPROVED BY THE CALDWELL COUNTY COUNTY ON-SITE WASTEWATER PROGRAM.
2. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A POTABLE WATER SUPPLY FROM AN APPROVED PUBLIC WATER SYSTEM.
3. NO ON-SITE WASTEWATER DISPOSAL SYSTEM MAY BE INSTALLED WITHIN 100 FEET OF A PRIVATE WATER WELL NOR AN ON-SITE WASTEWATER DISPOSAL SYSTEM BE INSTALLED WITHIN 150 FEET OF A PUBLIC WATER WELL.
4. NO CONSTRUCTION MAY BEGON ON ANY LOT IN THIS SUBDIVISION UNTIL PLANS FOR THE PRIVATE ON-SITE WASTEWATER DISPOSAL SYSTEM ARE SUBMITTED AND APPROVAL BY THE CALDWELL COUNTY ON-SITE WASTEWATER PROGRAM.
5. THESE RESTRICTIONS ARE ENFORCEABLE BY THE CALDWELL COUNTY ON-SITE WASTEWATER PROGRAM AND/OR LOT OWNER.

KASI MILES DIRECTOR OF SANITATION DATE

8.408 ACRE TRACT NET 8.911 ACRE TRACT GROSS ISSAC ALLEN SURVEY, ABSTRACT NO. 29 AND STEPHEN GOODMAN, SURVEY NO. 2, ABSTRACT NO. 114 AND WILLIAM LEECH SURVEY, ABSTRACT NO. 325, JAMES R. GORMAN SURVEY, ABSTRACT NO. 114 GIBBY CREEK, LLC DOCUMENT NO. 2021-008982, OFFICIAL RECORDS OF CALDWELL COUNTY, TEXAS



12421 G.H. Side Street San Antonio, TX 78216 (210) 964-4495 | T: 210.340.2089 theAltumGroup.com

ENGINEERING | PLANNING | SURVEY | ENVIRONMENTAL TEXAS FIRM NUMBER 1010840 TEXAS REG. ENGINEER NUMBER 021318

Table with columns: NO., DATE, REVISIONS, BY. Includes fields for DRAWN BY: VB, SURVEYED BY: DH, DATE: DECEMBER 21, 2023, APPROVED BY: RRL, PROJECT NO: C1770, SHEET 1 OF 2.

SANDY CREEK ROAD SUBDIVISION PHASE 1 - FINAL PLAT

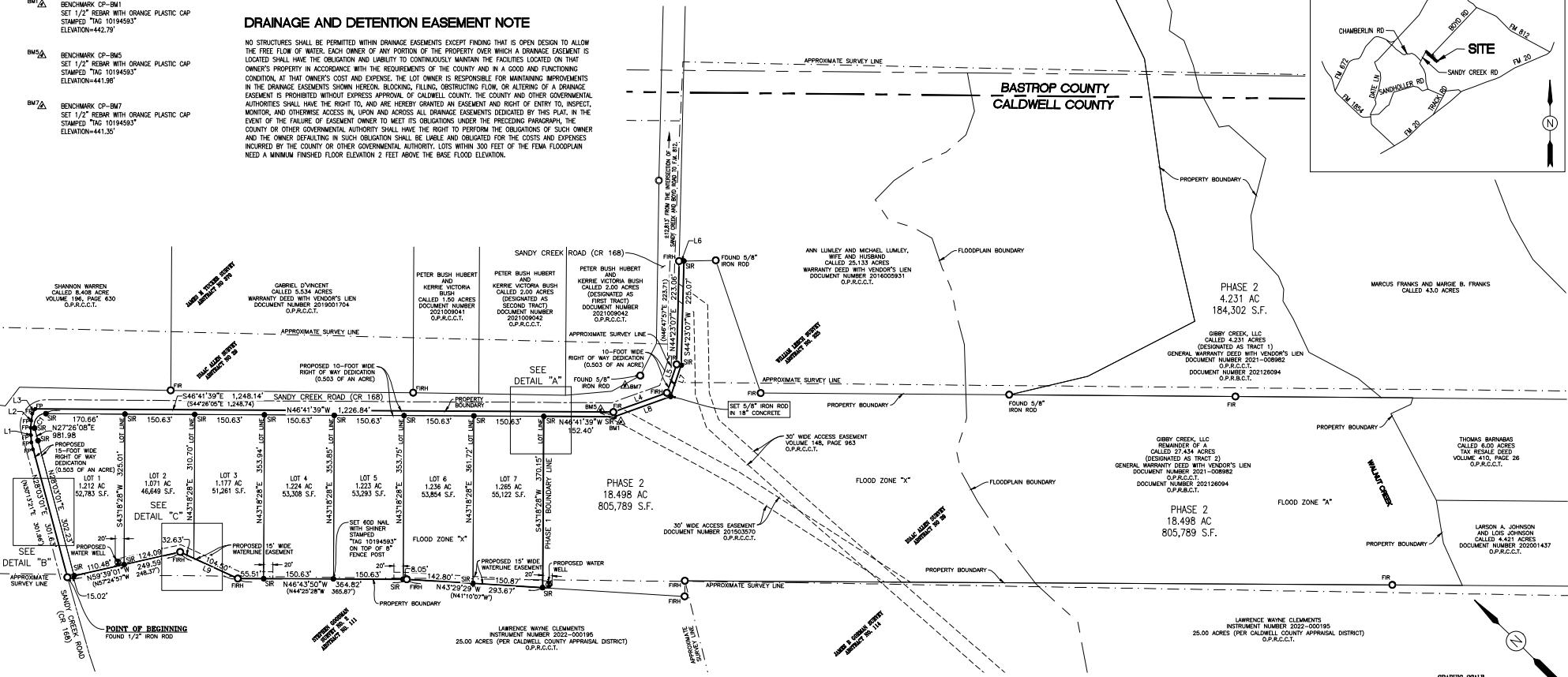
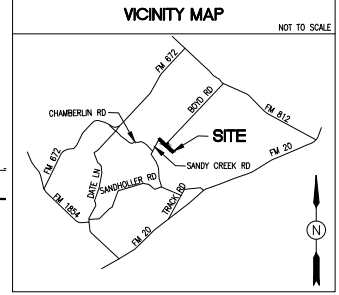
CALDWELL COUNTY, TEXAS

BENCHMARKS

- BM1 BENCHMARK CP-BM1
SET 1/2" REBAR WITH ORANGE PLASTIC CAP
STAMPED "TAG 10194593"
ELEVATION=442.79
- BM2 BENCHMARK CP-BM2
SET 1/2" REBAR WITH ORANGE PLASTIC CAP
STAMPED "TAG 10194593"
ELEVATION=441.98
- BM3 BENCHMARK CP-BM3
SET 1/2" REBAR WITH ORANGE PLASTIC CAP
STAMPED "TAG 10194593"
ELEVATION=441.35

DRAINAGE AND DETENTION EASEMENT NOTE

NO STRUCTURES SHALL BE PERMITTED WITHIN DRAINAGE EASEMENTS EXCEPT FINING THAT IS OPEN DESIGN TO ALLOW THE FREE FLOW OF WATER. EACH OWNER OF ANY PORTION OF THE PROPERTY OVER WHICH A DRAINAGE EASEMENT IS LOCATED SHALL HAVE THE OBLIGATION AND LIABILITY TO CONTINUOUSLY MAINTAIN THE FACILITIES LOCATED ON THAT OWNER'S PROPERTY IN ACCORDANCE WITH THE REQUIREMENTS OF THE COUNTY AND IN A GOOD AND FUNCTIONING CONDITION AT THAT OWNER'S COST AND EXPENSE. THE LOT OWNER IS RESPONSIBLE FOR MAINTAINING IMPROVEMENTS IN THE DRAINAGE EASEMENTS SHOWN HEREON, BLOCKING, FILLING, OBSTRUCTING FLOW, OR ALTERING OF A DRAINAGE EASEMENT IS PROHIBITED WITHOUT EXPRESS APPROVAL OF CALDWELL COUNTY, THE COUNTY AND OTHER GOVERNMENTAL AUTHORITIES SHALL HAVE THE RIGHT TO, AND ARE HEREBY GRANTED AN EASEMENT AND RIGHT OF ENTRY TO, INSPECT, MONITOR, AND OTHERWISE ACCESS IN, UPON AND ACROSS ALL DRAINAGE EASEMENTS DEDICATED BY THIS PLAT, IN THE EVENT OF THE FAILURE OF EASEMENT OWNER TO MEET ITS OBLIGATIONS UNDER THE PRECEDING PARAGRAPH, THE COUNTY OR OTHER GOVERNMENTAL AUTHORITY SHALL HAVE THE RIGHT TO PERFORM THE OBLIGATIONS OF SUCH OWNER AND THE OWNER DEFAULTING IN SUCH OBLIGATION SHALL BE LIABLE AND OBLIGATED FOR THE COSTS AND EXPENSES INCURRED BY THE COUNTY OR OTHER GOVERNMENTAL AUTHORITY. LOTS WITHIN 300 FEET OF THE FEMA FLOODPLAIN NEED A MINIMUM FINISHED FLOOR ELEVATION 2 FEET ABOVE THE BASE FLOOR ELEVATION.



LEGEND:

- AC ACRE
- FP FOUND 5" WOOD FENCE POST
- FOUND 1/2" IRON ROD, UNLESS OTHERWISE NOTED
- FRH FOUND 1/2" IRON ROD WITH A PINK PLASTIC CAP STAMPED "THINKLE"
- O.P.R.C.C.T. OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS
- PROPOSED 15' WIDE WATERLINE EASEMENT
- PROPOSED WATER WELL
- RIGHT OF WAY LINE
- LOT ADJOINER
- SR SET 5/8" IRON ROD WITH AN ORANGE PLASTIC CAP STAMPED "TAG 10194593", UNLESS OTHERWISE NOTED
- S.F. SQUARE FEET
- () INDICATES RECORD INFORMATION PER GENERAL WARRANTY DEED WITH VENDOR'S LIEN UNDER INSTRUMENT NO. 202126094, OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS

CIVIL ENGINEER
DOUG FRANKLIN
THE ALUM GROUP
10421 GULFDALE STREET
SAN ANTONIO, TX 78216
PHONE: (210) 364-4495
EMAIL: DOUGFRANKLIN@THEALUMGROUP.COM

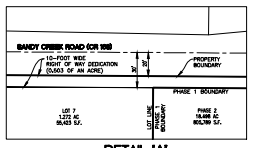
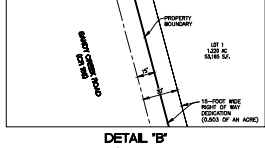
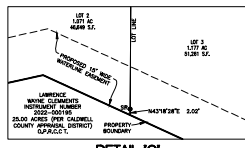
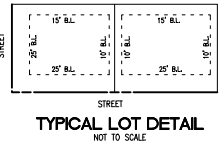
SURVEYOR
ROCK LANTIS
THE ALUM GROUP
10421 GULFDALE STREET
SAN ANTONIO, TX 78216
PHONE: (210) 364-4495
EMAIL: ROCK.LANTIS@THEALUMGROUP.COM

OWNER/DEVELOPER
GIBBY CRIBSON
GIBBY CREEK, LLC
18759 MARSHALA SPRINGS DRIVE
ROUND ROCK, TX 78681
PHONE: (512) 423-8264
EMAIL: DIRECTEFFECT@GIBBYCREEK.COM

PHASE 1
8.408 ACRE TRACT NET
(366,270 SQUARE FEET)
RIGHT OF WAY DEDICATION
0.503 OF AN ACRE
(21,901 SQUARE FEET)
8.911 ACRE TRACT GROSS
(388,171 SQUARE FEET)

LINE	BEARING	LENGTH	RECORD CALLS
L1	N40°09'53"E	31.57	(N41°53'27"E 31.72')
L2	N49°42'10"E	30.82	(N52°16'12"E 31.03')
L3	N75°28'01"E	11.80	(N78°02'02"E 11.76')
L4	S66°47'50"E	122.90	(S68°13'16"E 122.85')
L5	N61°47'55"E	64.79	(N64°49'09"E 63.79')
L6	S48°22'30"E	10.01	(S49°41'51"E 78.71')
L7	S61°47'55"W	71.14	
L8	N66°47'50"W	129.48	
L9	N22°13'50"W	137.13	(S172°28'W 211.10')

CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	45.74'	25.00'	104.82	N80° 53' 48"E	39.62'



8.408 ACRE TRACT NET
8.911 ACRE TRACT GROSS
ISSAC ALLEN SURVEY, ABSTRACT NO. 29
AND STEPHEN GOODMAN SURVEY NO. 2,
ABSTRACT NO. 111 AND WILLIAM LEECH SURVEY,
ABSTRACT NO. 325, JAMES P. GORMAN SURVEY,
ABSTRACT NO. 114
GIBBY CREEK, LLC
DOCUMENT NO. 2021-008982,
OFFICIAL RECORDS OF CALDWELL COUNTY, TEXAS

The Alum Group
ENGINEERING | PLANNING | SURVEY | ENVIRONMENTAL
TEXAS FIRM NUMBER 10239193
TEXAS REG. ENGINEERING FIRM #21238

3203 Gullshore Street
San Antonio, TX 78216
1212 West Loop West, Suite 1000
TheAlumGroup.com

NO.	DATE	REVISIONS	BY

DRAWN BY: VB SURVEYED BY: DH
DATE: DECEMBER 21, 2023 APPROVED BY: RDL
PROJECT NO. C1770 SHEET 2 OF 2

Caldwell County Development Application



Date Submitted

June 10th, 2022

Type of Application

- Preliminary Plat
- Final Plat (New)
- Short Form Final Plat
- Replat
- Subdivision Construction Plans
- Floodplain
- Commercial Development

Application Contacts

1. Owner Information (i.e. Land owner name, address, contact name, phone, email)

Gibby Creek, LLC
16759 Marsala Springs RD, Round Rock, TX-78681
Greg Gibson
512-423-8264
Directeffecthomes@gmail.com

2. Applicant Information (i.e. Developer name, address, contact name, phone, email)

Gibby Creek, LLC - Greg Gibson
16759 Marsala Springs RD, Round Rock, TX-78681
Greg Gibson
512-423-8264
Directeffecthomes@gmail.com

3. Designated Contact (i.e. Person County will coordinate with in regards to comments/approvals. Include name, address, contact name, phone, email)

Doug Franklin
PO Box 6493
Round Rock, TX 78683
760-851-8832

4. Consultants (*If applicable)

Licensed Professional Engineer*:

Doug Franklin

Registered Professional Land Surveyor*:

Doug Frankin

Registered Sanitarian*:

Geoscientists*:

Application Questionnaire

Property Address (or approximate location)

1840 Sandy Creek Rd, Dale, TX 78616

Survey Information (Survey/Abstract, Acreage, Recorded Vol/Pg/Instrument):

A029 ALLEN, ISAAC, ACRES 26.567

Parcel Tax ID Number

10533

Caldwell County Precinct Number

- Precinct 1
- Precinct 2
- Precinct 3
- Precinct 4

Located in City ETJ:

- Yes, City Name: _____
- No

Anticipated source of water in the development

- Individual Wells
- Rainwater Collection System(s)
- From Groundwater
- From Surface Water
- Water Provider: Shared Well

Anticipated wastewater system in the development

- Standard/Conventional On-Site Sewage Facility
- Advanced On-Site Sewage Facility
- Sewer Provider: _____

Project Description

Rural residential subdivision

Subdivision Plat Application Questionnaire

Proposed Name of Subdivision:

Sandy Creek Estates

If application is for a replat (list reason(s) for the replat)

Total Acreage of Subject Property

26.567

Total Proposed Residential Lots

7

Total Proposed Commercial Lots

0

Type of Construction

Single Family Residence

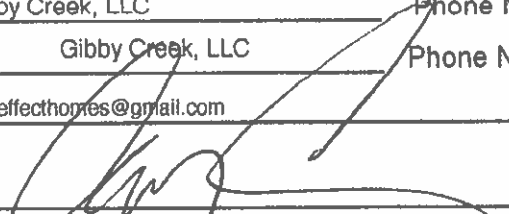
Has Appropriate Application Checklist been attached?

Yes

No

Owner's Certification

I hereby certify that I have given permission for the below applicant to submit this Application and to represent me in all matters affecting said Application. The below individual will be known as the "Applicant"

- Owner Name: Gibby Creek, LLC Phone Number: 512-423-8264
- Applicant Name: Gibby Creek, LLC Phone Number: _____
- Owner Email: Directeffecthomes@gmail.com
- Owner Signature: 

Note:

In addition to the above, owner/applicant also grants limited permission to the project engineer/surveyor, The Altum Group, to make submittals, coordinate with County staff, etc. in an effort to obtain County approval of any submitted applications for the project.

GIBBY CREEK LLC
P.O. BOX 669
ROUND ROCK, TX 78680

FIRST UNITED BANK AND TRUST CO.
88-1132/1119

50010

07/07/2022

PAY TO THE ORDER OF Caldwell County

\$ 1,800.00

One thousand eight hundred and 00/100 DOLLARS

Caldwell County
1700 FM 2720
Lockhart, TX 78644

VOID AFTER 90 DAYS

MEMO
Prelim Plat Intake - Sandy Creek Estates



CALDWELL COUNTY SANITATION DEPT.
1700 FM 2720
LOCKHART, TEXAS 78644
(512) 398-1803

8663

DATE 7-8-22

RECEIVED FROM Gibby Creek, LLC \$ 1,800.00
One thousand eight hundred + 00/100 DOLLARS
FOR Pre plat fees - Sandy Creek Estates
Thank You

AMOUNT OF ACCOUNT	
THIS PAYMENT	1,800.00
BALANCE DUE	00

- CASH
- CHECK
- CREDIT CARD
- MONEY ORDER

BY Kari L. Niles

**SANDY CREEK ROAD PHASE 1
ISSAC ALLEN SURVEY, ABSTRACT NO. 29 AND STEPHEN GOODMAN
SURVEY NO. 2, ABSTRACT NO. 111
CALDWELL COUNTY, TEXAS**

ENGINEERING SUMMARY REPORT


**PREPARED FOR:
GIBBY CREEK, LLC**

PREPARED BY:

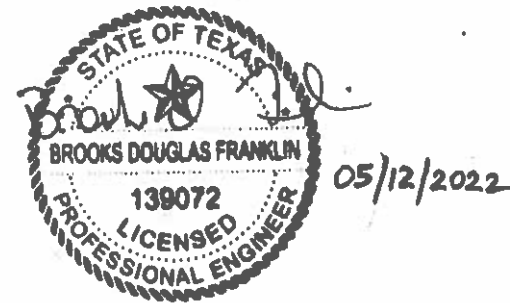

The Altum Group
PO Box 6493
Round Rock, TX 78683
(760) 346-4750

MAY 12, 2022

Prepared Under the Supervision of:



Brooks D. Franklin, PE
P.E. No. 139072



F-22130

BACKGROUND

This Engineering Summary Report was prepared as part of the Preliminary Plat submittal for the proposed Sandy Creek Road Phase 1 Subdivision. The proposed subdivision is approximately 8.77 acres with 7 residential lots, averaging 1.2 acres in size. The project site is located in an unincorporated area of north Caldwell County and near the Caldwell/Bastrop County line. The site is not located within an extra-territorial jurisdiction (EJT) of any municipality.

SITE CHARACTERISTICS

The existing site is generally rectangular in shape. It is undeveloped with moderate tree coverage. The proposed land plan includes seven (7) residential lots, each with access off existing County Road (CR) 168, also known as Sandy Creek Road. No internal roads are proposed. Phase 1 includes a subdivision of the seven lots, with two of the proposed lots featuring small, existing ponds.

ROADWAYS AND DRAINAGE

CR 168 abuts the project and will provide access to each lot. The Preliminary Plat does not identify any internal roads. The plat does identify a right-of-way dedication (half-width) to meet the County's standard right-of-way for rural county roads. Said right-of-way dedication was based on a site survey of property abutting CR 168.

Existing ground cover consists of mildly sloping light woods with fair grass cover. The site is divided into two separate drainage areas: Drainage Area 1 = 3.69 and Drainage Area 2 = 5.08 acres. The site is bounded to the north and west by Sandy Creek Road, and to the south and east by undeveloped terrain with sparsely populated dwellings. Drainage Area 1 drains to the south and Drainage Area 2 drains to the east, both generally towards Walnut Creek.

A formal drainage report (or analysis) was performed by The Altum Group for this subdivision. Said report is a "stand-alone" document, but included as part of this summary and the County submittal. The proposed design includes up to 4,000 sf of new impervious cover (residence, paving, etc.) per lot. A Preliminary Drainage Plan identifying the existing and proposed conditions is included as part of the Preliminary Plat submittal.

The project site is not within the 100-year flood limits. The proposed drainage design consists generally of open swales and culverts (if required) at driveways. Based on the proposed land use and our preliminary calculations, it can be shown that the Time of Concentration (Tc) and Runoff Curve Number (CN) will not change significantly under the

developed condition. Therefore, we are not recommending individual or common detention facilities for this subdivision.

Minimal site grading is anticipated during construction, primarily for building pads and driveways, which should reduce additional storm water runoff and maintain the rural feel of the subdivision. Erosion control will be required during construction of each residence.

UTILITIES

Water will be provided via a shared water well system. Said system is currently being designed by others. There is no public sewer available to serve the project at this time. Therefore, the proposed lots will be served by individual on-site sewage facilities (OSSF). A Facility Planning Report was prepared by WillCo Engineering for this project. Said report is included with this submittal. Finally, electricity will be provided by Bluebonnet Electric Coop which serves most of Caldwell County and has facilities nearby.

**SANDY CREEK ROAD PHASE 1
ISSAC ALLEN SURVEY, ABSTRACT NO. 29 AND STEPHEN GOODMAN
SURVEY NO. 2, ABSTRACT NO. 111
CALDWELL COUNTY, TEXAS**

PRELIMINARY HYDROLOGIC SUMMARY REPORT

**PREPARED FOR:
GIBBY CREEK, LLC**


PREPARED BY:



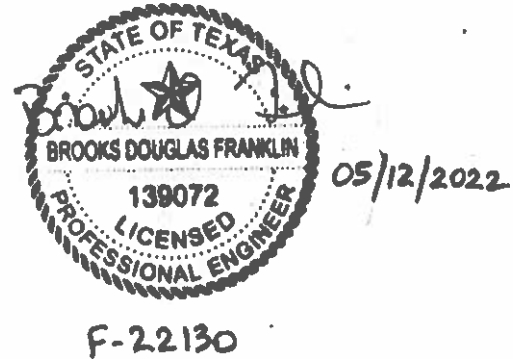
TheAltumGroup
PO Box 6493
Round Rock, TX 78683
(760) 346-4750

MAY 12, 2022

Prepared Under the Supervision of:



Brooks D. Franklin, PE
P.E. No. 139072



PRELIMINARY HYDROLOGIC SUMMARY REPORT

TABLE OF CONTENTS:

- I PROJECT DESCRIPTION
- II METHODOLOGY
- III CN AND T_c COMPARISON
- IV HYDROLOGIC SUMMARY TABLE
- V APPENDIX

I. PROJECT DESCRIPTION

This summary report includes the drainage calculations for the proposed Sandy Creek Road Phase 1 Subdivision, an 8.77 acre tract with 7 single-family lots, averaging 1.2 acres in size. The project site is located in an unincorporated area of north Caldwell County and near the Caldwell/Bastrop County line. Existing ground cover consists of mildly sloping light woods with fair grass cover. The site is divided into two separate Drainage Areas, with Drainage Area 1 totaling 3.69 acres and Drainage Area 2 totaling 5.08 acres. The site is bounded to the north and west by Sandy Creek Road (CR 168), and to the south and east by undeveloped terrain with sparsely populated dwellings. Drainage Area 1 drains to the south and Drainage Area 2 drains to the east, both generally towards Walnut Creek.

II. METHODOLOGY

Site analysis was conducted using the NRCS Method and Technical Release 55 (TR-55) using WinTR-55 software based on topography and boundary data in CAD format generated digitally. Point Precipitation Rainfall totals were obtained from NOAA Atlas 14. Weighted Runoff Curve Numbers (CN) and Time of Concentration (Tc) values were calculated using WinTR-55 software.

On-site soil consists of Crockett Gravelly Sandy Loam (CgC) and Crockett Fine Sandy Loam (CfB) which are both classified as Hydrologic Soil Group D. The project site is subject to Rainfall Distribution Type II based on NRCS map data.

III. CN AND Tc COMPARISON

Based on the size of the size of the on-site drainage areas and low density type of proposed use, it can be shown that the Time of Concentration (Tc) and Runoff Curve Number (CN) will not change significantly under the developed condition. Under the existing condition, ground cover type is Light Woods, Grass in Fair Condition and the corresponding CN is 82. Assuming 4,000 s.f of impervious cover for dwellings and driveways per lot and lawn (grass) cover for the remainder, the per-lot ratio of impervious to pervious cover under the developed condition is 9%/92% which also corresponds to a CN of 82. Time of Concentration is calculated for each drainage area under the existing and developed conditions using WinTR-55. Since length of travel, slope and roughness coefficient (n) are largely unchanged under both existing and developed conditions, it follows that Time of Concentration also does not change.

Since the existing aggregate Curve Number and Time of Concentration calculated for this project do not change based on the anticipated development, the amount of runoff and runoff volume are not expected to change due to the proposed residential development of the proposed lots.

HYDROLOGIC SUMMARY TABLE EXISTING

DRAINAGE AREA	ACRES	COVER TYPE	CN	SHEET FLOW				SHALLOW CONCENTRATED			
				LENGTH	COVER	n	SLOPE	LENGTH	COVER	SLOPE	Tc (hr)
1	3.69	WOODS, GRASS (FAIR)	82	100FT	WOODS (LIGHT)	0.40	0.046	590FT	UNPAVED	0.046	0.272
2	5.08	WOODS, GRASS (FAIR)	82	100FT	WOODS (LIGHT)	0.40	0.032	775FT	UNPAVED	0.032	0.335

HYDROLOGIC SUMMARY TABLE DEVELOPED

DRAINAGE AREA	ACRES	COVER TYPE	CN	SHEET FLOW				SHALLOW CONCENTRATED			
				LENGTH	COVER	n	SLOPE	LENGTH	COVER	SLOPE	Tc (hr)
1	3.69	0.09% IMPERVIOUS, 0.91% GRASS (GOOD)	82	100FT	GRASS (LAWN)	0.40	0.046	590FT	UNPAVED	0.046	0.272
2	5.08	0.09% IMPERVIOUS, 0.91% GRASS (GOOD)	82	100FT	GRASS (LAWN)	0.40	0.032	775FT	UNPAVED	0.032	0.272

V APPENDIX – REFERENCE MATERIAL



NOAA Atlas 14, Volume 11, Version 2
Location name: Dale, Texas, USA*
Latitude: 29.9611°, Longitude: -97.5277°
Elevation: 463.13 ft**
 * source: ESRI Maps
 ** source: USGS



POINT PRECIPITATION FREQUENCY ESTIMATES

Sanja Perica, Sandra Pavlovic, Michael St. Laurent, Carl Trypaluk, Dale Unruh, Oran Wilhite

NOAA, National Weather Service, Silver Spring, Maryland

[PF_tabular](#) | [PF_graphical](#) | [Maps & aeriels](#)

PF tabular

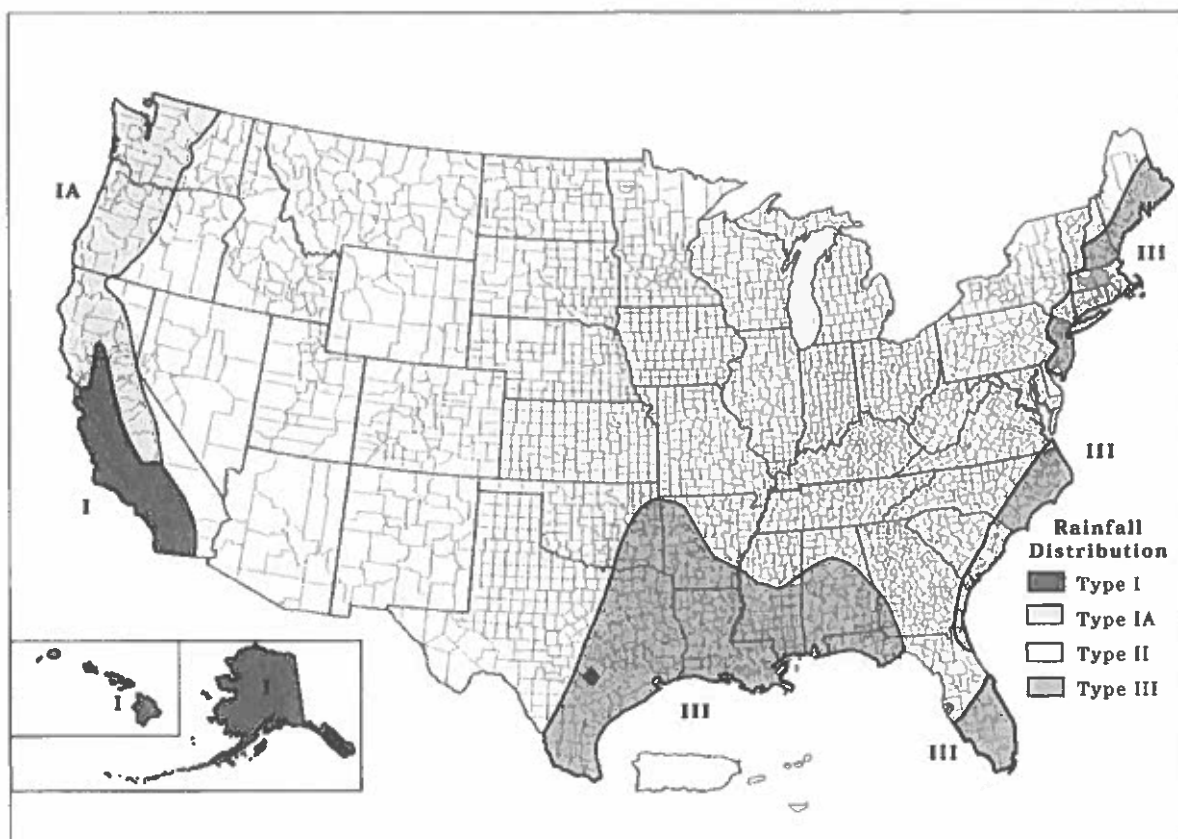
PDS-based point precipitation frequency estimates with 90% confidence intervals (in inches)¹										
Duration	Average recurrence interval (years)									
	1	2	5	10	25	50	100	200	500	1000
5-min	0.451 (0.341-0.595)	0.535 (0.408-0.698)	0.672 (0.512-0.883)	0.788 (0.591-1.05)	0.948 (0.689-1.30)	1.07 (0.758-1.51)	1.20 (0.827-1.74)	1.34 (0.898-1.99)	1.52 (0.990-2.35)	1.67 (1.06-2.64)
10-min	0.716 (0.542-0.945)	0.852 (0.650-1.11)	1.07 (0.816-1.41)	1.26 (0.943-1.67)	1.51 (1.10-2.08)	1.72 (1.22-2.42)	1.92 (1.32-2.78)	2.13 (1.43-3.17)	2.41 (1.58-3.71)	2.62 (1.66-4.14)
15-min	0.906 (0.686-1.20)	1.07 (0.819-1.40)	1.35 (1.02-1.77)	1.57 (1.18-2.10)	1.89 (1.37-2.59)	2.13 (1.51-3.01)	2.38 (1.64-3.46)	2.65 (1.78-3.95)	3.02 (1.96-4.65)	3.31 (2.09-5.22)
30-min	1.29 (0.975-1.70)	1.52 (1.16-1.99)	1.90 (1.45-2.49)	2.21 (1.66-2.95)	2.65 (1.92-3.63)	2.98 (2.10-4.20)	3.32 (2.29-4.81)	3.70 (2.49-5.51)	4.23 (2.75-6.52)	4.66 (2.95-7.36)
60-min	1.68 (1.27-2.22)	2.00 (1.52-2.60)	2.51 (1.91-3.29)	2.94 (2.20-3.91)	3.53 (2.56-4.84)	3.99 (2.82-5.62)	4.47 (3.08-6.48)	5.01 (3.37-7.47)	5.80 (3.77-8.95)	6.44 (4.08-10.2)
2-hr	2.02 (1.54-2.66)	2.47 (1.87-3.17)	3.16 (2.41-4.11)	3.76 (2.83-4.99)	4.63 (3.38-6.31)	5.32 (3.78-7.47)	6.08 (4.21-8.76)	6.95 (4.69-10.3)	8.21 (5.35-12.6)	9.27 (5.89-14.5)
3-hr	2.21 (1.68-2.89)	2.74 (2.08-3.49)	3.55 (2.71-4.61)	4.28 (3.23-5.66)	5.35 (3.92-7.29)	6.23 (4.44-8.72)	7.20 (5.00-10.3)	8.32 (5.62-12.2)	9.97 (6.51-15.2)	11.4 (7.23-17.7)
6-hr	2.53 (1.93-3.30)	3.22 (2.42-4.03)	4.22 (3.24-5.45)	5.16 (3.92-6.80)	6.58 (4.84-8.93)	7.77 (5.57-10.8)	9.12 (6.36-13.0)	10.7 (7.24-15.6)	13.0 (8.53-19.7)	15.0 (9.58-23.2)
12-hr	2.85 (2.19-3.70)	3.68 (2.77-4.56)	4.87 (3.74-6.24)	6.00 (4.57-7.86)	7.72 (5.72-10.4)	9.21 (6.63-12.8)	10.9 (7.64-15.5)	12.9 (8.79-18.7)	16.0 (10.5-24.0)	18.6 (11.9-28.5)
24-hr	3.20 (2.47-4.14)	4.17 (3.14-5.12)	5.54 (4.28-7.07)	6.87 (5.26-8.95)	8.90 (6.62-12.0)	10.7 (7.72-14.7)	12.7 (8.94-17.9)	15.1 (10.3-21.8)	18.8 (12.4-28.1)	22.0 (14.2-33.5)
2-day	3.60 (2.79-4.63)	4.72 (3.56-5.75)	6.29 (4.88-7.98)	7.82 (6.01-10.1)	10.2 (7.61-13.6)	12.2 (8.90-16.8)	14.6 (10.3-20.4)	17.4 (11.9-24.8)	21.5 (14.3-31.8)	25.1 (16.2-37.8)
3-day	3.89 (3.03-4.99)	5.09 (3.86-6.20)	6.79 (5.28-8.60)	8.43 (6.50-10.9)	10.9 (8.22-14.6)	13.2 (9.60-18.0)	15.7 (11.1-21.8)	18.6 (12.8-26.4)	22.9 (15.2-33.6)	26.5 (17.2-39.8)
4-day	4.14 (3.23-5.31)	5.39 (4.11-6.58)	7.17 (5.59-9.07)	8.88 (6.86-11.5)	11.5 (8.63-15.3)	13.8 (10.1-18.8)	16.4 (11.6-22.7)	19.3 (13.3-27.3)	23.6 (15.7-34.6)	27.3 (17.7-40.8)
7-day	4.75 (3.72-6.07)	6.09 (4.68-7.45)	8.02 (6.28-10.1)	9.83 (7.62-12.6)	12.6 (9.47-16.6)	14.9 (10.9-20.2)	17.5 (12.5-24.2)	20.5 (14.1-28.9)	24.8 (16.5-36.1)	28.4 (18.5-42.2)
10-day	5.26 (4.13-6.70)	6.66 (5.16-8.18)	8.71 (6.84-11.0)	10.6 (8.24-13.6)	13.4 (10.1-17.7)	15.8 (11.6-21.3)	18.4 (13.1-25.3)	21.4 (14.8-30.0)	25.6 (17.1-37.1)	29.2 (19.0-43.1)
20-day	6.84 (5.39-8.67)	8.36 (6.59-10.4)	10.7 (8.48-13.5)	12.8 (9.97-16.3)	15.7 (11.9-20.6)	18.1 (13.3-24.2)	20.6 (14.7-28.2)	23.4 (16.3-32.7)	27.4 (18.4-39.3)	30.6 (20.0-44.9)
30-day	8.15 (6.44-10.3)	9.76 (7.77-12.2)	12.4 (9.82-15.5)	14.5 (11.4-18.5)	17.6 (13.3-22.9)	19.9 (14.7-26.5)	22.4 (16.1-30.5)	25.1 (17.5-34.8)	28.8 (19.4-41.2)	31.8 (20.8-46.4)
45-day	10.00 (7.92-12.6)	11.8 (9.43-14.7)	14.7 (11.7-18.4)	17.1 (13.4-21.7)	20.4 (15.4-26.4)	22.8 (16.8-30.3)	25.3 (18.2-34.3)	27.9 (19.5-38.6)	31.3 (21.2-44.6)	34.0 (22.3-49.3)
60-day	11.6 (9.24-14.7)	13.6 (10.9-17.0)	16.8 (13.4-21.0)	19.4 (15.2-24.5)	22.9 (17.4-29.6)	25.5 (18.8-33.7)	28.0 (20.2-37.9)	30.5 (21.4-42.1)	33.8 (22.8-47.8)	36.1 (23.8-52.2)

¹ Precipitation frequency (PF) estimates in this table are based on frequency analysis of partial duration series (PDS). Numbers in parenthesis are PF estimates at lower and upper bounds of the 90% confidence interval. The probability that precipitation frequency estimates (for a given duration and average recurrence interval) will be greater than the upper bound (or less than the lower bound) is 5%. Estimates at upper bounds are not checked against probable maximum precipitation (PMP) estimates and may be higher than currently valid PMP values. Please refer to NOAA Atlas 14 document for more information.

[Back to Top](#)

PF graphical

Figure B-2 Approximate geographic boundaries for NRCS (SCS) rainfall distributions



Rainfall data sources

This section lists the most current 24-hour rainfall data published by the National Weather Service (NWS) for various parts of the country. Because NWS Technical Paper 40 (TP-40) is out of print, the 24-hour rainfall maps for areas east of the 105th meridian are included here as figures B-3 through B-8. For the area generally west of the 105th meridian, TP-40 has been superseded by NOAA Atlas 2, the Precipitation-Frequency Atlas of the Western United States, published by the National Ocean and Atmospheric Administration.

East of 105th meridian

Hershfield, D.M. 1961. Rainfall frequency atlas of the United States for durations from 30 minutes to 24 hours and return periods from 1 to 100 years. U.S. Dept. Commerce, Weather Bur. Tech. Pap. No. 40. Washington, DC. 155 p.

West of 105th meridian

Miller, J.F., R.H. Frederick, and R.J. Tracey. 1973. Precipitation-frequency atlas of the Western United States. Vol. I Montana; Vol. II, Wyoming; Vol. III, Colorado; Vol. IV, New Mexico; Vol. V, Idaho; Vol. VI, Utah; Vol. VII, Nevada; Vol. VIII, Arizona; Vol. IX, Washington; Vol. X, Oregon; Vol. XI, California. U.S. Dept. of

Commerce, National Weather Service, NOAA Atlas 2. Silver Spring, MD.

Alaska

Miller, John F. 1963. Probable maximum precipitation and rainfall-frequency data for Alaska for areas to 400 square miles, durations to 24 hours and return periods from 1 to 100 years. U.S. Dept. of Commerce, Weather Bur. Tech. Pap. No. 47. Washington, DC. 69 p.

Hawaii

Weather Bureau. 1962. Rainfall-frequency atlas of the Hawaiian Islands for areas to 200 square miles, durations to 24 hours and return periods from 1 to 100 years. U.S. Dept. Commerce, Weather Bur. Tech. Pap. No. 43. Washington, DC. 60 p.

Puerto Rico and Virgin Islands

Weather Bureau. 1961. Generalized estimates of probable maximum precipitation and rainfall-frequency data for Puerto Rico and Virgin Islands for areas to 400 square miles, durations to 24 hours, and return periods from 1 to 100 years. U.S. Dept. Commerce, Weather Bur. Tech. Pap. No. 42. Washington, DC. 94 p.

CALDWELL COUNTY, TEXAS - SHEET NUMBER 8

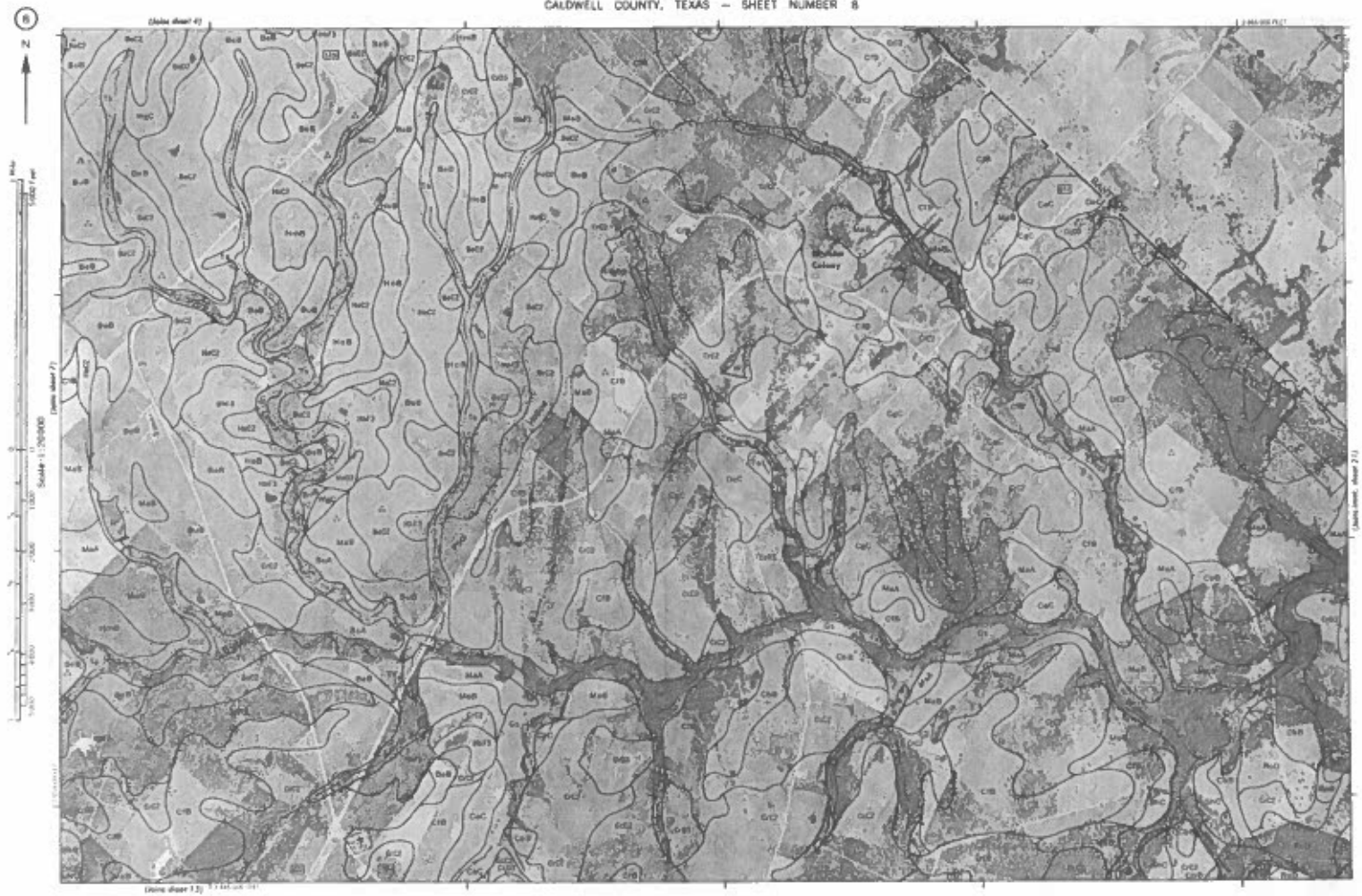


TABLE 5.—Estimates of soil properties

[An asterisk in the first column indicates that at least one mapping unit in this series is made up of two or more kinds of soil. fully the instructions for referring to other series that appear in the first column of this table. The symbol

Soil series and map symbols	Hydro-logic group	Depth to bedrock	Depth from surface	Dominant USDA texture	Classification		Percentage passing sieve—	
					Unified	AASHTO	Coarse fraction greater than 3 inches	No. 4 (4.7 mm)
		<i>In</i>	<i>In</i>				<i>Pct</i>	
*Arenosa: APC ----- For Patilo part of APC, see Patilo series.	A	>72	0-84	Fine sand -----	SM, SP-SM	A-2-4	-----	100
Behring: BeB, BeC2, BeD2 --	D	>72	0-8 8-24 24-49 49-60	Clay loam ----- Clay ----- Clay, clay loam ----- Shaly clay -----	CH, CL CH, CL CH CH	A-7-6 A-7-6 A-7-6 A-7-6	----- ----- ----- -----	100 100 90-100 85-100
Bosque: Bo, Bp -----	B	>72	0-25 25-60	Clay loam ----- Clay loam -----	CL CL	A-7-6, A-6 A-6	----- -----	100 100
Branyon: BrA, BrB -----	D	>72	0-72 72-96	Clay ----- Clay, silty clay, clay loam, loam, gravelly clay, gravelly loam, gravel.	CH CH, CL, GC, SC	A-7 A-2, A-4, A-6, A-7	----- 0-10	95-100 40-100
Brazos variant: Bs -----	A	>72	0-60	Fine sand -----	SP, SP-SM	A-2-4, A-3	-----	100
Burleson: BuA, BuB -----	D	>72	0-4 4-24 24-54 54-60	Clay ----- Clay ----- Clay ----- Clay -----	CH, CL CH CH CH	A-7-6 A-7-6 A-7-6 A-7-6	----- ----- ----- -----	85-95 90-100 95-100 95-100
Chaney: CaC, CbB, CcC2, CcD3.	C	>72	0-12 12-20 20-30 30-60	Loamy fine sand, fine sandy loam. Clay ----- Sandy clay ----- Sandy clay loam -----	SM, SM-SC CH, CL CH, CL CL, SC	A-2-4 A-7-6 A-7-6 A-2, A-6, A-7-6	----- ----- ----- -----	85-100 90-100 90-100 90-100
Crockett: CrB, CrC2, CrD3 -----	D	>72	0-12 12-54 54-60	Fine sandy loam ----- Clay, sandy clay loam, clay loam. Clay, sandy clay loam, clay loam, and weakly cemented shaly clay loam.	ML, SM CH, CL CH, CL	A-2-4, A-4 A-7-6 A-7-6	----- ----- -----	95-100 95-100 95-100
CgC -----	D	>72	0-12 12-60	Fine sandy loam ----- Clay, sandy clay loam --	SM CH, CL	A-2-4 A-7-6	----- -----	55-80 95-100
Demonia: DeC -----	C	>72	0-26 26-50 50-60	Loamy fine sand ----- Clay ----- Sandy clay loam -----	SM, SM-SC CH, CL SC	A-2-4 A-7-6 A-2-6, A-6	----- ----- -----	90-100 90-100 90-100
Ferris Mapped only in a complex with Heiden soils.	D	>72	0-60	Clay, shaly clay -----	CH	A-7-6	-----	95-100
Fett: FeE -----	D	>72	0-14 14-30 30-84	Gravelly or very gravelly sandy loam or loamy sand. Very gravelly or gravelly clay or sandy clay. Sandy clay, clay, gravelly clay.	GP, GP-GM GC CH	A-1, A-2-4 A-2-7 A-7-6	0-10 0-10 0-5	12-22 30-45 90-100

Through Tax Year
2021

TAX CERTIFICATE

Certificate #
6996

Issued By:

Caldwell County Appraisal District
211 Bufkin Ln.
P.O. Box 900
Lockhart, TX 78644

Property Information

Property ID: 10533 Geo ID: 0100029-106-000-00
Legal Acres: 26.5670
Legal Desc: A029 ALLEN, ISAAC, ACRES 26.567
Situs: 1840 SANDY CREEK RD DALE, TX 78616
DBA:
Exemptions: HS

Owner ID: 234357 100.00%
GIBBY CREEK LLC
16759 MARSALA SPRINGS DR
ROUND ROCK, TX 78681

For Entities

Caldwell County
Farm to Market Road
Lockhart ISD

Value Information

Improvement HS: 245,710
Improvement NHS: 15,310
Land HS: 26,390
Land NHS: 0
Productivity Market: 258,400
Productivity Use: 1,580
Assessed Value 288,990

Property is receiving Ag Use

Current/Delinquent Taxes

This is to certify that, after a careful check of the tax records of this office, the following delinquent taxes, penalties, interest and any known costs and expenses as provided by Tax Code §33.48, are due on the described property for the following taxing unit(s):

Year	Entity	Taxable	Tax Due	Disc./P&I	Attorney Fee	Total Due
Totals:			0.00	0.00	0.00	0.00

Effective Date: 06/08/2022

Total Due if paid by: 06/30/2022

0.00



Tax Certificate Issued for:	Taxes Paid in 2021	POSSIBLE ROLLBACK
Lockhart ISD	2,982.29	
Farm to Market Road	0.29	
Caldwell County	1,941.43	

If applicable, the above-described property has/is receiving special appraisal based on its use, and additional rollback taxes may become due based on the provisions of the special appraisal (Comptroller Rule 9.3040) or property omitted from the appraisal roll as described under Tax Code Section 25.21 is not included in this certificate [Tax Code Section 31.08(b)].

Pursuant to Tax Code Section 31.08, if a person transfers property accompanied by a tax certificate that erroneously indicates that no delinquent taxes, penalties or interest are due a taxing unit on the property or that fails to include property because of its omission from an appraisal roll, the unit's tax lien on the property is extinguished and the purchaser of the property is absolved of liability to the unit for delinquent taxes, penalties or interest on the property or for taxes based on omitted property. The person who was liable for the tax for the year the tax was imposed or the property was omitted remains personally liable for the tax and for any penalties or interest.

A tax certificate issued through fraud or collusion is void.

This certificate does not clear abuse of granted exemptions as defined in Section 11.43 Paragraph(1) of the Texas Property Tax Code.

May Be Subject to Court Costs if Suit is Pending

Date of Issue: 06/08/2022
Requested By: GIBBY CREEK LLC
Fee Amount: 10.00
Reference #:

Wieder Schneider
Signature of Authorized Officer of Collecting Office

Caldwell County Agenda Item

AGENDA DATE: January 23, 2024

Type of Agenda Item: Subdivision

Subject: To discuss the development agreement for the Lantana Subdivision located on FM 2720.

Costs: \$0.00

Agenda Speakers: Commissioner Westmoreland/Kasi Miles/Devin Lee Kleinfelder

Backup Materials: Attached

Total # of Pages: 26

DEVELOPMENT AGREEMENT

This Development Agreement (the “Agreement”) is by and between Caldwell County, a political subdivision of the state of Texas (“County”), and Continental Homes of Texas, Inc. (hereinafter “Declarant”), a _____ corporation (“Declarant”). The effective date of this Agreement (“Effective Date”) shall be the date that it is executed by all parties.

WHEREAS, Declarant intends to acquire approximately 143.798 acres of real property, which is more particularly described in **Exhibit A-1** and **Exhibit A-2**, attached hereto (the “Property”); and

WHEREAS, Declarant desires to subdivide and develop the property as a single-family residential subdivision with an outparcel swing tract that may be developed with non-single family development (the “Project”); and

WHEREAS, the County and Declarant desire to design, engineer and construct the Project pursuant to the terms and conditions stated herein; and

WHEREAS, This Agreement delineates the conditions for the Project under which variances to the technical requirements of the Caldwell County Development Ordinance will be granted in exchange for a mutually agreeable alternate standard which meets the intent of the Ordinance and is in the interest of both parties.

NOW, THEREFORE, for and in consideration of the promises and mutual agreements set forth herein, the County and Declarant agree as follows:

1. General Terms and Conditions

- a. The “Project” is defined as the subdivision and development of the Property, together with all related construction, drainage, detention and other improvements to be constructed or implemented on the Property.
- b. Declarant desires to subdivide and develop a portion of the Property as depicted on **Exhibit D** (“Concept Plan”), attached hereto and incorporated by reference, to be known as **Lantana**, consisting of up to **448** lots or residential units and an outparcel swing tract allowing for non-single family development.
- c. The benefit to the Parties set forth in this Agreement which exceed the minimum requirements of State law and Caldwell County Development Ordinance are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by both Parties.

2. Declarant Obligations

- a. Declarant will implement, at a minimum, Deed Restrictions and/or Restrictive Covenants that encumber each lot, tract or parcel, to include the following terms and conditions:
- b. All construction within the Project will consist of site-built structures, specifically excluding mobile homes, manufactured homes, and recreational vehicles. Temporary manufactured homes and recreation vehicles are allowed on the property for the sole purpose of establishing a resident to meet TCEQ requirements for creating a Municipal Utility District (“MUD”), for the purpose of supporting construction activities, and for sales activities directly related to selling homes. These temporary structures shall be removed from the property upon completion of these temporary activities.
- c. The deed restrictions shall include the following Dark Sky provision:

“Any light fixture used for exterior illumination must be fully shielded, pointed downward and placed in a manner so that the light source is not directly visible from any other properties or public roadways. In order to reduce glare and light trespass into neighboring lands and to reduce negative impacts to wildlife, exterior illumination shall be restricted to light sources with a Correlated Color Temperature of 2,700K or less. As used herein, “Fully Shielded” means no direct uplight (i.e., no light emitted above the horizontal plane running through the lowest point on the fixture where light is emitted). The use of streetlights should be held to a minimum. The use of reflective surfaces should always be considered as an alternative to streetlights.”

d. Approximately 20 acres of open space or parkland shall be provided within the Project Limits. All open space and parkland facilities will be maintained by the Home Owners Association, Property Owners Association, or another entity approved by County (ie., MUD). Declarant is required to provide open space improvements including trails, playscapes, pavilions with a total valuation of no less than \$500,000 for the entire project.

f. Any and all sidewalks, trails, street lighting, storm sewers, alleys, and detention facilities constructed by Declarant shall be dedicated and maintained by Home Owners Association, Property Owners Association, or another entity approved by the County (ie., MUD) established for the purpose of owning and managing the common land or amenities and whose documents have been accepted and/or approved by the County.

g. The Residential designation shown on the Concept Plan shall allow for lot widths forty feet (40') or greater, with no more than 65% of the lots having a width of less than forty-five feet (45'). Specific development regulations for each proposed residential use is contained in Exhibit C-Lot Development Regulations. This development shall be limited to no more than 750 residential units across the subject area. Areas designated as Swing Tract in **Exhibit D** shall also allow single-family residential uses.

h. All single-family detached homes shall contain a minimum of a 2-car garage.

i. All single-family detached driveways shall be a minimum of twenty feet (20') in depth as measured from the right-of-way or alley and sixteen feet (16') in width.

j. All single-family attached and multi-family units shall provide a minimum of 2 parking spaces per unit plus 1 additional spot every 4 dwelling units..

k. All commercial uses will be required to follow parking requirements outlined in Chapter 64, Section VII, Appendix II of the City of Lockhart Code of Ordinances. Permitted commercial uses for this development are contained in **Exhibit E**.

l. All commercial and multi-family uses shall comply with the 2018 or earlier version of the International Fire Code (IFC), including streets, private roads, access drives as it specifically relates to fire access and adequate fire flow supply per the IFC.

m. A single shade tree shall be provided for each residential lot per the City of Austin preferred plant list. Existing trees above 3” can also be used to meet this requirement. These trees shall be planted within the ROW between sidewalk and back of curb for alley loaded lots and within the building setback for all non-alley loaded lots. Planting zones for local roads where trees are planted between the back of curb and sidewalk shall be a minimum of 12' wide. Planting zones for collector or arterial roads where trees are planted between the back of curb and sidewalk shall be a minimum of 12' wide. Residential lot owners will be responsible for maintenance of street trees along their Right of Way frontage.

- n. The Parties shall execute a license agreement to maintain all non-standard improvements within the rights-of-way.
- p. Residential structures shall have a minimum 20-foot building setback from hydrocarbon-carrying pipeline easements.
- q. Developer shall reimburse County for costs incurred in the County Engineer's review of this Development Agreement within forty-five (45) days of receiving notice of such cost.
- r. Declarant and County agree that development of the Project, if in phases, shall comply with all Caldwell County rules regulating subdivision of real property, development, and construction, except as modified by this Agreement. In the event of a conflict between this Agreement and a County ordinance, rule or regulation, the terms of this Agreement shall control. .
- s. The Declarant will dedicate XX feet of Right-of-Way from the centerline of Jolley Road as shown on **.Exhibit D**.
- t. The Declarant recognizes that FM 2720 will be realigned in the future by TXDOT and is planning the appropriate Right-of-Way dedication with this project, as shown on Exhibit D.

3. County Obligations. Caldwell County Commissioners court has met to consider this agreement, including the variances detailed in Exhibit B, and after a public hearing **held on DATE**, has approved this agreement along with the variances detailed in Exhibit B. County hereby approves the variances contained in Exhibit B. attached hereto, and agrees to permit development and construction of the Project in accordance with the variances. . Any other proposed or requested waiver or variance from the County's standards or technical requirements shall be subject to the administration and procedures of the Caldwell County Development Ordinance.

4. Concept Plan Amendment. Declarant may make major or minor amendments to the Concept Plan upon notification to the County. "Major amendments" are all amendments that (i) result in the total number of residential lots exceeding 500 lots, or (ii) a change in the alignment of County View Road. All major amendments must be approved by Commissioner's Court. "Minor amendments" are all amendments that are not major amendments, and may be made by Declarant without approval of the County upon providing notice of the revised Concept Plan.

5. Vested Rights. The Project shall be governed by the ordinances, rules, regulations and requirements in effect on the Effective Date, as modified by this Agreement. Minor amendments to the Concept Plan shall not be deemed a change in project for purposes of Declarant's vested rights under Chapter 245 of the Texas Local Government Code.

4. Actions Performable. The County and the Declarant agree that all actions to be performed under this Agreement are performable in Caldwell County, Texas. This Agreement is contingent up Declarant's closing on its purchase of the Property, and shall terminate automatically if no development has occurred by January 1, 2026.

5. Municipal Utility District. The County acknowledges that Declarant intends to seek approval from the Texas Commission on Environmental Quality for the creation of a MUD on the Property. The County supports and agrees to the creation of a MUD.

6. Default. Notwithstanding anything herein to the contrary, no Party shall be deemed to be in default hereunder until the passage of ninety (90) calendar days after receipt by such party of notice of default from the other party. Upon the passage of ninety (90) calendar days without cure of the default, such party shall be deemed to have defaulted for purposes of this Agreement

7. Governing Law. The County and Declarant agree that this Agreement has been made under the laws of the State of Texas in effect on this date, and that any interpretation of this Agreement at a future date shall be made under the laws of the State of Texas.

8. Changes in writing. Any changes or additions or alterations to this Development Agreement must be agreed to in writing with signatures of both parties.

9. Severability. If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

10. Complete Agreement. This Agreement represents a complete agreement of the parties and supersedes all prior written and oral matters related to this Agreement. Any amendment to this Agreement must be in writing and signed by all parties.

11. Exhibits. All exhibits attached to this Agreement are incorporated by reference and expressly made part of this Agreement as if copied verbatim.

12. Notice. All notices, requests or other communications required or permitted by this Agreement shall be in writing and shall be sent by (i) email transmission, to the party to whom notice is given at the email address for such party set forth below, (ii) by overnight courier or hand delivery, or (iii) certified mail, postage prepaid, return receipt requested, and addressed to the parties at the following addresses:

To County: Caldwell County Judge
110 S. Main St., Rm. 101
Lockhart, TX 78644

With copy to:
Caldwell County Director of Sanitation
1700 FM 2720
Lockhart, Texas 78644

To Declarant: Continental Homes of Texas, Inc.
1306 E. McCarty Lane, Suite 100
San Marcos TX 78666

With copy to: Jackson Walker c/o Pam Madere
100 Congress Avenue, Suite #1100
Austin, TX 78701

13. Force Majeure. Declarant and the County agree that the obligations of each party shall be subject to force majeure events such as natural calamity, fire, pandemic or strike.

14. Assignment. This Agreement may not be assigned by the Declarant without the written consent of the Caldwell County Commissioners Court, not to be unreasonably withheld, except that Declarant may assign this Agreement to a related or affiliated entity without the necessity of obtaining County approval. Since this agreement binds subsequent owners of the subject tract, the agreement should automatically be assigned to successor owners.

15. Signature Warranty Clause. The signatories to this Agreement represent and warrant that they have the authority to execute this Agreement on behalf of the County and Declarant, respectively.

16. Multiple Counterparts. This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties.

17. Agreement Binds Successors and Runs with the Land. This Agreement shall bind and inure to the benefit of the parties, their successors and assigns. The terms of this Agreement shall constitute covenants running with the land comprising the Property and shall be binding on and benefit all Owners. A memorandum of this Agreement shall be recorded in the Official Public Records of Caldwell County, Texas.

IN WITNESS THEREOF, the parties have executed this agreement on the ____ day of _____, 20__.

COUNTY:

Hoppy Haden
Caldwell County Judge

The State of Texas,
County of Caldwell,

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

Given under my hand and seal of office this ____ day of _____, A.D., 20__.

Name: _____
Notary Public

DECLARANT:

By: _____

Title: _

The State of Texas,
County of Caldwell,

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

Given under my hand and seal of office this ____ day of _____, A.D., 20____.

Name: _____

Notary Public

Exhibit "A"
Property Description

**Exhibit “B”
Approved Variances**

Ordinance #	Current Code			Proposed Variance
A.3 (B)	The minimum lot size for all lots in an Urban Subdivision is one quarter (1/4) acre. The minimum lot size does not apply to lots designated by plat note for landscaping, drainage detention, parks, open space, or other common community uses.			The minimum lot size for residential tracts shall be 3,500 square feet.
A.3 (F)	Road Type	Minimum Lot Frontage	Building Setbacks	The minimum lot frontage for Local streets shall be 40'
	Local Streets	70'	20'	
	Minor Collector	100'	25'	
	Major Collector	225'	30'	
	Minor Arterial	300'	30'	
	Major Arterial	375'	30'	
C.2	Road Type	Minimum offset between edges of adjacent driveways on the same side of the street		The minimum offset between edges of adjacent driveways on the same side of the street shall be 10' for Local streets with curb and gutter.
	Local street (Rural)	75'		
	Local street (curb/gutter)	25'		
	Collector Road	150'		
	Arterial	300'		
C.2.(6)	Driveways connecting to Local streets are to be located no closer to the corner of intersecting rights of way than 60 percent of parcel frontage or 50 feet, whichever is greater. Driveways connecting to all other street types are to be located no closer to the corner of intersecting rights-of-way than 60 percent of parcel frontage or 100 feet; whichever is greater.			Driveways connecting to Local streets are to be located no closer to the corner of an intersecting right of way than 25 feet. Driveways connecting to all other street types are to be located no closer to the corner of an intersecting right of way than 50 feet.

Exhibit “C”

Lot Standards

Exhibit “D”
Concept Plan

Exhibit E Permitted Commercial Uses

The following uses are allowed by-right:

1. Business service establishments.
2. Financial institutions and offices.
3. Furniture, appliance, and vehicle parts sales. All repair and storage areas shall be enclosed.
4. Wireless telecommunication facility
5. Indoor recreation, entertainment, and amusement facilities.
6. Mixed-use building.
7. Bingo parlor.
8. Parking lot or garage.
9. Telecommunication center or agency for customer service, technical support, or telemarketing operations.
10. Light assembly/fabrication or custom handicraft manufacturing
- 11.
12. Small engine repair.
13. Bar, tavern or lounge.
14. Cabinet or upholstery shop.
15. Hotel.
16. Retail stores, including sale of vehicle fuel and/or alcoholic beverages.
17. Parts, light equipment, and motor vehicle sales, rental, maintenance, and services. All repair activities shall be conducted within a fully enclosed building.
18. Eating establishments of any type, including on-premise consumption of alcoholic beverages.
19. Veterinary clinics. No outside stables or kennels.
20. Package sales of alcoholic beverages.
- 21.
22. Commercial outdoor recreation, entertainment and amusement.
23. Commercial indoor archery or firearms shooting range.
24. Limited industrial manufacturing.
25. Warehousing for local sales and distribution.

26. Self-storage warehouse facility.
27. Farm machinery and heavy equipment sales, service, rental and storage.
28. Veterinary hospitals and kennels.
29. Welding or machine shop.
30. Commercial outdoor recreation, entertainment and amusement.
31. Commercial outdoor archery range.
32. Limited industrial manufacturing.
33. Cabin resort.
34. Wild game processing.
35. Research and administrative facilities.
36. Sales, service and repair facilities
37. Light assembly/fabrication or custom handicraft manufacturing.
38. Service facilities and suppliers furnishing goods and services primarily within this district.
39. Restaurants and drive-in convenience stores which provide goods and services primarily within this district.
40. Educational facilities including school (public or private) and day care
41. Churches
42. Medical Office, Dentist Office, Medical Laboratory services, Minor Emergency Clinic

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6. Default. Notwithstanding anything herein to the contrary, no Party shall be deemed to be in default hereunder until the passage of ninety (90) calendar days after receipt by such party of notice of default from the other party. Upon the passage of ninety (90) calendar days without cure of the default, such party shall be deemed to have defaulted for purposes of this Agreement

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8. Changes in writing. Any changes or additions or alterations to this Development Agreement must be agreed to in writing with signatures of both parties.

9. Severability. If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

10. Complete Agreement. This Agreement represents a complete agreement of the parties and supersedes all prior written and oral matters related to this Agreement. Any amendment to this Agreement must be in writing and signed by all parties.

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110 S. Main St., Rm. 101
Lockhart, TX 78644

With copy to:
Caldwell County Director of Sanitation
1700 FM 2720
Lockhart, Texas 78644

To Declarant: Continental Homes of Texas, Inc.
1306 E. McCarty Lane, Suite 100
San Marcos TX 78666

With copy to: Jackson Walker c/o Pam Madere
100 Congress Avenue, Suite #1100
Austin, TX 78701

13. Force Majeure. Declarant and the County agree that the obligations of each party shall be subject to force majeure events such as natural calamity, fire, pandemic or strike.

14. Assignment. This Agreement may not be assigned by the Declarant without the written consent of the Caldwell County Commissioners Court, not to be unreasonably withheld, except that Declarant may assign this Agreement to a related or affiliated entity without the necessity of obtaining County approval. Since this agreement binds subsequent owners of the subject tract, the agreement should automatically be assigned to successor owners.

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17. Agreement Binds Successors and Runs with the Land. This Agreement shall bind and inure to the benefit of the parties, their successors and assigns. The terms of this Agreement shall constitute covenants running with the land comprising the Property and shall be binding on and benefit all Owners. A memorandum of this Agreement shall be recorded in the Official Public Records of Caldwell County, Texas.

IN WITNESS THEREOF, the parties have executed this agreement on the ____ day of _____, 20__.

COUNTY:

Hoppy Haden
Caldwell County Judge

The State of Texas,
County of Caldwell,

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

Given under my hand and seal of office this ____ day of _____, A.D., 20__.

Name: _____
Notary Public

DECLARANT:

By: _____
Title: _

The State of Texas,
County of Caldwell,

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

Given under my hand and seal of office this ____ day of _____, A.D., 20____.

Name: _____
Notary Public

Exhibit "A"
Property Description

**Exhibit “B”
Approved Variances**

Ordinance #	Current Code			Proposed Variance
A.3 (B)	The minimum lot size for all lots in an Urban Subdivision is one quarter (1/4) acre. The minimum lot size does not apply to lots designated by plat note for landscaping, drainage detention, parks, open space, or other common community uses.			The minimum lot size for residential tracts shall be 3,500 square feet.
A.3 (F)	Road Type	Minimum Lot Frontage	Building Setbacks	The minimum lot frontage for Local streets shall be 40’
	Local Streets	70’	20’	
	Minor Collector	100’	25’	
	Major Collector	225’	30’	
	Minor Arterial	300’	30’	
	Major Arterial	375’	30’	
C.2	Road Type	Minimum offset between edges of adjacent driveways on the same side of the street		The minimum offset between edges of adjacent driveways on the same side of the street shall be 10’ for Local streets with curb and gutter.
	Local street (Rural)	75’		
	Local street (curb/gutter)	25’		
	Collector Road	150’		
	Arterial	300’		
C.2.(6)	Driveways connecting to Local streets are to be located no closer to the corner of intersecting rights of way than 60 percent of parcel frontage or 50 feet, whichever is greater. Driveways connecting to all other street types are to be located no closer to the corner of intersecting rights-of-way than 60 percent of parcel frontage or 100 feet; whichever is greater.			Driveways connecting to Local streets are to be located no closer to the corner of an intersecting right of way than 25 feet. Driveways connecting to all other street types are to be located no closer to the corner of an intersecting right of way than 50 feet.

Exhibit “C”

Lot Standards

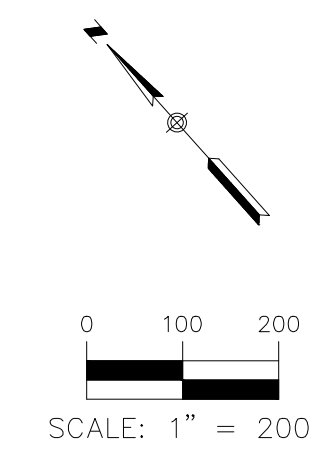
Exhibit “D”
Concept Plan

Exhibit E Permitted Commercial Uses

The following uses are allowed by-right:

1. Business service establishments.
2. Financial institutions and offices.
3. Furniture, appliance, and vehicle parts sales. All repair and storage areas shall be enclosed.
4. Wireless telecommunication facility
5. Indoor recreation, entertainment, and amusement facilities.
6. Mixed-use building.
7. Bingo parlor.
8. Parking lot or garage.
9. Telecommunication center or agency for customer service, technical support, or telemarketing operations.
10. Light assembly/fabrication or custom handicraft manufacturing
- 11.
12. Small engine repair.
13. Bar, tavern or lounge.
14. Cabinet or upholstery shop.
15. Hotel.
16. Retail stores, including sale of vehicle fuel and/or alcoholic beverages.
17. Parts, light equipment, and motor vehicle sales, rental, maintenance, and services. All repair activities shall be conducted within a fully enclosed building.
18. Eating establishments of any type, including on-premise consumption of alcoholic beverages.
19. Veterinary clinics. No outside stables or kennels.
20. Package sales of alcoholic beverages.
- 21.
22. Commercial outdoor recreation, entertainment and amusement.
23. Commercial indoor archery or firearms shooting range.
24. Limited industrial manufacturing.
25. Warehousing for local sales and distribution.

26. Self-storage warehouse facility.
27. Farm machinery and heavy equipment sales, service, rental and storage.
28. Veterinary hospitals and kennels.
29. Welding or machine shop.
30. Commercial outdoor recreation, entertainment and amusement.
31. Commercial outdoor archery range.
32. Limited industrial manufacturing.
33. Cabin resort.
34. Wild game processing.
35. Research and administrative facilities.
36. Sales, service and repair facilities
37. Light assembly/fabrication or custom handicraft manufacturing.
38. Service facilities and suppliers furnishing goods and services primarily within this district.
39. Restaurants and drive-in convenience stores which provide goods and services primarily within this district.
40. Educational facilities including school (public or private) and day care
41. Churches
42. Medical Office, Dentist Office, Medical Laboratory services, Minor Emergency Clinic



LOTS SUMMARY TABLE	
	# OF LOTS
PHASE 1 (35.09 AC.)	147
PHASE 2 (60.85 AC.)	183
PHASE 3 (35.14 AC.)	132
PHASE 4 (9.70 AC.)	
COUNTY VIEW ROW (4.10 AC.)	
TXDOT ROW (9.07 AC.)	
DETENTION (14.81 AC.)	
FLOODPLAIN (27.68 AC.)	
OPEN SPACE (5 AC.)	
TOTAL RESIDENTIAL LOTS	462
TOTAL ACREAGE	150.32 AC.
LOT DENSITY (LOTS/AC) = 3.07 UNITS PER ACRE	

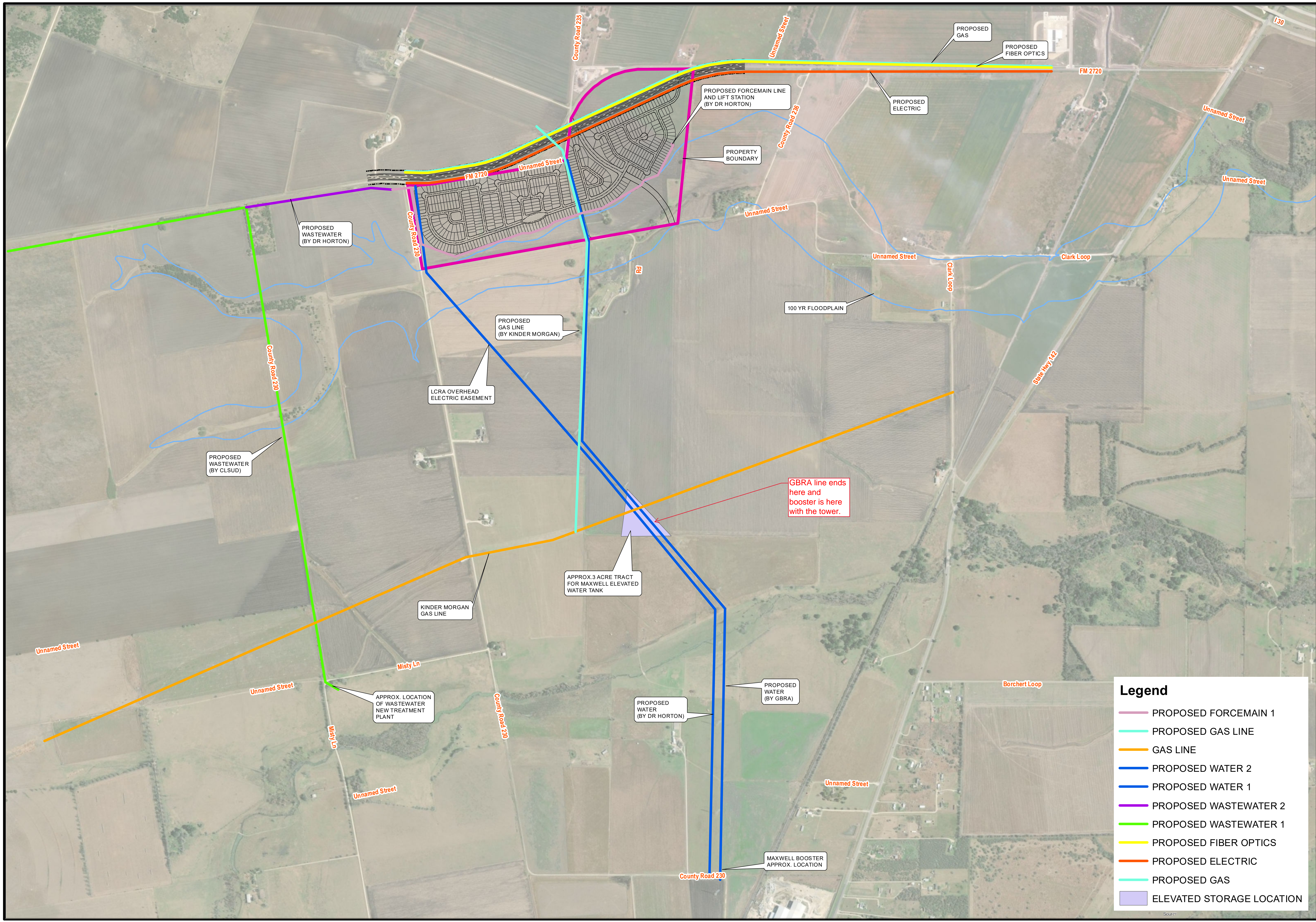
HMT
ENGINEERING & SURVEYING

290 S. CASTELL AVE., STE. 100
NEW BRAUNFELS, TX 78130
HMTNB.COM
P(830)625-8555*F(830)625-8556
TBPE FIRM F-10961
TBPLS FIRM 1053600

LANTANA SUBDIVISION (150 ACRE TRACT)
12/04/2023

Drawing Name: N:\Projects\031 - County View (Lookhart Tract)\CDA Exhibits\SITE PLAN_12-11-2023.dwg User: phillip Date: 12-14-2023 4:20pm

Document Path: N:\Projects\031 - DR Horton\031_104 - County View (Lockhart Tract)\CDs\Exhibits\GIS\UTILITY EXHIBIT.mxd
 Date: 12/21/2023 User Name: luisb



Legend

- PROPOSED FORCEMAIN 1
- PROPOSED GAS LINE
- GAS LINE
- PROPOSED WATER 2
- PROPOSED WATER 1
- PROPOSED WASTEWATER 2
- PROPOSED WASTEWATER 1
- PROPOSED FIBER OPTICS
- PROPOSED ELECTRIC
- PROPOSED GAS
- ELEVATED STORAGE LOCATION

290 S. Castell Avenue, Ste. 100
 New Braunfels, TX 78130
 TBP# FIRM F-10961
 TBP# FIRM 10153600

HMT
 ENGINEERING & SURVEYING

1 inch = 600 feet

OFFSITE UTILITY EXHIBIT

MARK	DATE	DESCRIPTION

CITY OF LOCKHART
 CALDWELL COUNTY, TEXAS
EXHIBIT

Project No.: 031_104
 Designed By: AO
 Cartography By: LB
 Checked By: AO

EX 1