April 30, 2025

MEETING MINUTES

OF CALHOUN COUNTY COMMISSIONERS' COURT

MET IN A REGULAR MEETING AT 10:00 A.M. IN THE COMMISSIONERS' COURTROOM IN THE COUNTY COURTHOUSE AT 211 S. ANN STREET SUITE 104 PORT LAVACA, CALHOUN COUNTY, TEXAS.

THE FOLLOWING MEMBERS WERE PRESENT:

	Vern Lyssy	**County Judge**
	David Hall	**Commissioner Pct 1**
(ABSENT)	**Ronald Best**	**Commissioner Pct 2**
	Joel Behrens	**Commissioner Pct 3**
	Gary Reese	**Commissioner Pct 4**
	Anna Goodman	**County Clerk**
	By: Kaddie Smith	**Deputy Clerk**

The subject matter of such meeting is as follows:

1. Call meeting to order.

   Meeting was called to order at 10am by Judge Vern Lyssy.

2. Invocation.

   Commissioner David Hall

3. Pledges of Allegiance.

   US Flag: Commissioner Gary Reese
   Texas Flag: Commissioner Joel Behrens

4. General Discussion of Public Matters and Public Participation.

   n/a

5. Approve April 23, 2025 Commissioners' Court Meeting Minutes and April 10, 2025 Executive Session. (VLL)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Joel Behrens, Commissioner Pct 3
SECONDER:	Gary Reese, Commissioner Pct 4
AYES:	Judge Lyssy, Commissioner Hall, Behrens, Reese

6. Texas Senator Lois Kolkhorst's Office will present Senate Resolution No: 405 in Memory of Connie Hunt. (VLL)

Kim with Lois Kolkhorst's office read the resolution.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Vern Lyssy, County Judge
SECONDER:	David Hall, Commissioner Pct 1
AYES:	Judge Lyssy, Commissioner Hall, Behrens, Reese

7. Consider and take necessary action authorizing an order for Memorial Day Fireworks Sales in Calhoun County. (VLL)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	David Hall, Commissioner Pct 1
SECONDER:	Gary Reese, Commissioner Pct 4
AYES:	Judge Lyssy, Commissioner Hall, Behrens, Reese

8. Consider and take necessary action to approve agreement with CFI Mechanical, Inc. to replace AHU-1 at the Calhoun County Jail and have Judge Lyssy sign all necessary documentation. (VLL)

Commissioner Hall added to include the option for the Ameron Offshore Coating for the interior.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	David Hall, Commissioner Pct 1
SECONDER:	Joel Behrens, Commissioner Pct 3
AYES:	Judge Lyssy, Commissioner Hall, Behrens, Reese

9. Consider and take necessary action to approve the Participating Entities Services Agreement for the Statewide Automated Victim Notification Service (SAVNS) and have Judge Lyssy sign agreement. (VLL)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Joel Behrens, Commissioner Pct 3
SECONDER:	David Hall, Commissioner Pct 1
AYES:	Judge Lyssy, Commissioner Hall, Behrens, Reese

10. Consider and take necessary action to approve the engagement of Armstrong, Vaughan and Associates, PC, Certified Public Accountants, to perform the audit of the County's financial statements for the year ending December 31, 2024 at an estimated fee of $63,845 plus related fees as disclosed in the document if applicable and authorize the County Judge to sign. (VLL)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Joel Behrens, Commissioner Pct 3
SECONDER:	David Hall, Commissioner Pct 1
AYES:	Judge Lyssy, Commissioner Hall, Behrens, Reese

11. Consider and take necessary action on Certificate of Final Completion for Matagorda Bay Mitigation Trust - Swan Point Bulkhead/Pier Project, Contract No. 034; Bid No. 2024-09 and authorize Judge Lyssy to sign documentation. (GDR)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Gary Reese, Commissioner Pct 4
SECONDER:	David Hall, Commissioner Pct 1
AYES:	Judge Lyssy, Commissioner Hall, Behrens, Reese

12. Consider and take necessary action to release final payment to Shirley & Sons in the amount of $59,120 for Matagorda Bay Mitigation Trust - Swan Point Bulkhead/Pier Project, Contract No. 034; Bid No. 2024-09. (GDR)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Joel Behrens, Commissioner Pct 3
SECONDER:	Gary Reese, Commissioner Pct 4
AYES:	Judge Lyssy, Commissioner Hall, Behrens, Reese

13. Consider and take necessary action to renew service agreement with Republic Services for Recycle Services for Calhoun County Waste Management and allow Commissioner Ronald Best to sign any and all paperwork. (RB)

    pass

14. Consider and take necessary action to renew service agreement with Republic Services for Waste Services for Calhoun County Waste Management and allow Commissioner Ronald Best to sign any and all paperwork. (RB)

    pass

15. Consider and take necessary action to cancel the Invitation to Bid for Calhoun County Bill Sanders Park – Swan Point Pavilion, Bid Number 2025.05. The Invitation to Bid is being canceled due to all the bids received being over the allocated amount of funds from the Matagorda Bay Mitigation Trust. (GDR)

    pass

16. Consider and take necessary action to approve a 36-month contract agreement with Nextraq LLC. (dba Michelin Connected Fleet) for seven telematics locator devices for Precinct 3 vehicles and authorize Commissioner Behrens to sign all necessary documents. (JMB)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Joel Behrens, Commissioner Pct 3
SECONDER:	Gary Reese, Commissioner Pct 4
AYES:	Judge Lyssy, Commissioner Hall, Behrens, Reese

17. Consider and take necessary action to award the bid for Bid Number 2025.06 – AWOS Installation Project for 24AWPTLAV Calhoun County Airport, Port Lavaca, Texas. Bid opening was held on Thursday, April 10, 2025. (RB)

Demi recommended the court award the bid to Meso Tech International.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Vern Lyssy, County Judge
SECONDER:	Gary Reese, Commissioner Pct 4
AYES:	Judge Lyssy, Commissioner Hall, Behrens, Reese

18. Consider and take necessary action to authorize all appropriate signature on GLO contract 24-065-152-F011 in the amount of $4,700,000.00 for the Magnolia Beach Volunteer Fire Station. (DEH)

Westside Drainage District project is also included in contract.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	David Hall, Commissioner Pct 1
SECONDER:	Joel Behrens, Commissioner Pct 3
AYES:	Judge Lyssy, Commissioner Hall, Behrens, Reese

19. Consider and take necessary action to accept an anonymous donation in the amount of $300.00 to be deposit in the Calhoun County Historical Commission Funds for the purchase of signs. (VLL)

Commissioner Hall suggested getting three local bids for the signs.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Gary Reese, Commissioner Pct 4
SECONDER:	Joel Behrens, Commissioner Pct 3
AYES:	Judge Lyssy, Commissioner Hall, Behrens, Reese

20. Consider and take necessary action to approve the pay by invoice method with Amazon.com ($50,000.00 limit) for Calhoun County EMS. (VLL)

No action taken

21. Consider and take necessary action on budget adjustments. (VLL)

2025	
RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Gary Reese, Commissioner Pct 4
SECONDER:	Joel Behrens, Commissioner Pct 3
AYES:	Judge Lyssy, Commissioner Hall, Behrens, Reese

22. Approval of bills and payroll. (VLL)

MMC Bills:	
RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	David Hall, Commissioner Pct 1
SECONDER:	Gary Reese, Commissioner Pct 4
AYES:	Judge Lyssy, Commissioner Hall, Behrens, Reese

County Bills:	
RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	David Hall, Commissioner Pct 1
SECONDER:	Gary Reese, Commissioner Pct 4
AYES:	Judge Lyssy, Commissioner Hall, Behrens, Reese

DH/JB Adjourned 10:32

CALHOUN COUNTY COMMISSIONERS' COURT
PACKET COMPLETION SHEET

✓	**All Agenda Items Properly Numbered**
✓	**Contracts Completed and Signed**
✓	**All 1295's Accepted**
✓	**All Documents for Clerk Signature Flagged (All documents needing to be attested to need to be signed day of Commissioner's Court.)**

On this 30th **day of** April **2025, the packet for the** 30th **day of** April **2025 Commissioners' Special Regular Session was submitted from the Calhoun County Judge's office to the Calhoun County Clerk's Office.**

Debbie Vickers

Calhoun County Judge/Assistant

AGENDA

Vern L. Lyssy
County Judge

David Hall, Commissioner, Precinct 1
Ronald Best, Commissioner, Precinct 2
Joel Behrens, Commissioner, Precinct 3
Gary Reese, Commissioner, Precinct 4

NOTICE OF MEETING

The Commissioners' Court of Calhoun County, Texas will meet on Wednesday, April 30, 2025 at 10:00 a.m. in the Commissioners' Courtroom in the County Courthouse at 211 S. Ann Street, Suite 104, Port Lavaca, Calhoun County, Texas.

AGENDA

The subject matter of such meeting is as follows:

AT 10:59 FILED O'CLOCK A M
APR 25 2025
ANNA GOODMAN
COUNTY CLERK, CALHOUN COUNTY, TEXAS
BY: DEPUTY

1. Call meeting to order.
2. Invocation.
3. Pledges of Allegiance.
4. General Discussion of Public Matters and Public Participation.
5. Approve April 23, 2025 Commissioners' Court Meeting Minutes and April 10, 2025 Executive Session. (VLL)
6. Texas Senator Lois Kolkhorst's Office will present Senate Resolution No: 405 in Memory of Connie Hunt. (VLL)
7. Consider and take necessary action authorizing an order for Memorial Day Fireworks Sales in Calhoun County. (VLL)
8. Consider and take necessary action to approve agreement with CFI Mechanical, Inc. to replace AHU-1 at the Calhoun County Jail and have Judge Lyssy sign all necessary documentation. (VLL)
9. Consider and take necessary action to approve the Participating Entities Services Agreement for the Statewide Automated Victim Notification Service (SAVNS) and have Judge Lyssy sign agreement. (VLL)
10. Consider and take necessary action to approve the engagement of Armstrong, Vaughan and Associates, PC, Certified Public Accountants, to perform the audit of the County's financial statements for the year ending December 31, 2024 at an estimated fee of $63,845 plus

related fees as disclosed in the document if applicable and authorize the County Judge to sign. (VLL)

11. Consider and take necessary action on Certificate of Final Completion for Matagorda Bay Mitigation Trust - Swan Point Bulkhead/Pier Project, Contract No. 034; Bid No. 2024-09 and authorize Judge Lyssy to sign documentation. (GDR)

12. Consider and take necessary action to release final payment to Shirley & Sons in the amount of $59,120 for Matagorda Bay Mitigation Trust - Swan Point Bulkhead/Pier Project, Contract No. 034; Bid No. 2024-09. (GDR)

13. Consider and take necessary action to renew service agreement with Republic Services for Recycle Services for Calhoun County Waste Management and allow Commissioner Ronald Best to sign any and all paperwork. (RB)

14. Consider and take necessary action to renew service agreement with Republic Services for Waste Services for Calhoun County Waste Management and allow Commissioner Ronald Best to sign any and all paperwork. (RB)

15. Consider and take necessary action to cancel the Invitation to Bid for Calhoun County Bill Sanders Park – Swan Point Pavilion, Bid Number 2025.05. The Invitation to Bid is being canceled due to all the bids received being over the allocated amount of funds from the Matagorda Bay Mitigation Trust. (GDR)

16. Consider and take necessary action to approve a 36-month contract agreement with Nextraq LLC. (dba Michelin Connected Fleet) for seven telematics locator devices for Precinct 3 vehicles and authorize Commissioner Behrens to sign all necessary documents. (JMB)

17. Consider and take necessary action to award the bid for Bid Number 2025.06 – AWOS Installation Project for 24AWPTLAV Calhoun County Airport, Port Lavaca, Texas. Bid opening was held on Thursday, April 10, 2025. (RB)

18. Consider and take necessary action to authorize all appropriate signature on GLO contract 24-065-152-F011 in the amount of $4,700,000.00 for the Magnolia Beach Volunteer Fire Station. (DEH)

19. Consider and take necessary action to accept an anonymous donation in the amount of $300.00 to be deposit in the Calhoun County Historical Commission Funds for the purchase of signs. (VLL)

20. Consider and take necessary action to approve the pay by invoice method with Amazon.com ($50,000.00 limit) for Calhoun County EMS. (VLL)

21. Consider and take necessary action on budget adjustments. (VLL)

22. Approval of bills and payroll. (VLL)

Vern Lyssy, County Judge
Calhoun County, Texas

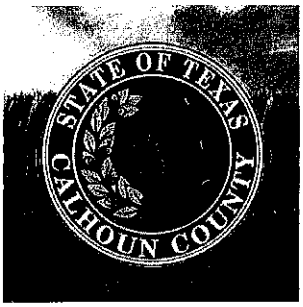
A copy of this Notice has been placed on the inside bulletin board of the Calhoun County Courthouse, 211 South Ann Street, Port Lavaca, Texas, which is readily accessible to the general public during regular business hours. This Notice shall remain posted continuously for at least 72 hours preceding the scheduled meeting time. For your convenience, you may visit the county's website at www.calhouncotx.org under "Commissioners' Court Agenda" for any official court postings.

04

05

5. Approve April 23, 2025 Commissioners' Court Meeting Minutes and April 10, 2025 Executive Session. (VLL)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Joel Behrens, Commissioner Pct 3
SECONDER:	Gary Reese, Commissioner Pct 4
AYES:	Judge Lyssy, Commissioner Hall, Behrens, Reese



Vern L. Lyssy
County Judge

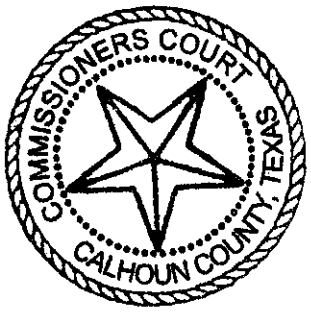
David Hall, Commissioner, Precinct 1
Ronny Best, Commissioner, Precinct 2
Joel Behrens, Commissioner, Precinct 3
Gary Reese, Commissioner, Precinct 4

The Commissioners' Court of Calhoun County, Texas met on Wednesday, April 23, 2025, at 10:00 a.m. in the Commissioners' Courtroom in the County Courthouse at 211 S. Ann Street, Suite 104, Port Lavaca, Calhoun County, Texas.

Attached are the true and correct minutes of the above referenced meeting.

Vern Lyssy, County Judge
Calhoun County, Texas

Anna Goodman, County Clerk



Deputy Clerk

April 23, 2025

MEETING MINUTES

OF CALHOUN COUNTY COMMISSIONERS' COURT

MET IN A REGULAR MEETING AT 10:00 A.M. IN THE COMMISSIONERS' COURTROOM IN THE COUNTY COURTHOUSE AT 211 S. ANN STREET SUITE 104 PORT LAVACA, CALHOUN COUNTY, TEXAS.

THE FOLLOWING MEMBERS WERE PRESENT:

Vern Lyssy	**County Judge**
David Hall	**Commissioner Pct 1**
Ronald Best	**Commissioner Pct 2**
Joel Behrens	**Commissioner Pct 3**
Gary Reese	**Commissioner Pct 4**
Anna Goodman	**County Clerk**
By: Kaddie Smith	**Deputy Clerk**

The subject matter of such meeting is as follows:

1. Call meeting to order.

   Meeting was called to order by Judge Vern Lyssy at 10am.

2. Invocation.

   Commissioner David Hall asked the Court to take a moment of silence in Honor of Commissioner Behrens' mother, who passed away this week.

3. Pledges of Allegiance.

   US Flag: Commissioner Gary Reese
   Texas Flag: Commissioner Joel Behrens

4. General Discussion of Public Matters and Public Participation.

   None

5. Approve March 19, 2025 and April 16, 2025 Commissioners' Court Meeting Minutes. (VLL)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Joel Behrens, Commissioner Pct 3
SECONDER:	Gary Reese, Commissioner Pct 4
AYES:	Judge Lyssy, Commissioner Hall, Best, Behrens, Reese

6. Hear report from DSHS.

Jessica, Kirby and Emily gave a report.

7. Public Hearing regarding amending the 2024 and 2025 Calhoun County budgets (VLL)

Public Hearing opened at 10:15 am
Erica Perez read the amendments.
Public Hearing Closed at 10:31am

8. Consider and take necessary action to amend the 2024 and 2025 Calhoun County budgets. (VLL)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	David Hall, Commissioner Pct 1
SECONDER:	Joel Behrens, Commissioner Pct 3
AYES:	Judge Lyssy, Commissioner Hall, Best, Behrens, Reese

9. To accept and Approve the issuance of a county credit card for County Treasurer, Rhonda Kokena, with a credit limit of $2,500. (VLL)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Gary Reese, Commissioner Pct 4
SECONDER:	Ronald Best, Commissioner Pct 2
AYES:	Judge Lyssy, Commissioner Hall, Best, Behrens, Reese

10. Discussion and formal acceptance of the retirement letter submitted by Honorable Judge Alex Hernandez, effective May 31, 2025. (VLL)

Judge Lyssy read the formal letter.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	David Hall, Commissioner Pct 1
SECONDER:	Joel Behrens, Commissioner Pct 3
AYES:	Judge Lyssy, Commissioner Hall, Best, Behrens, Reese

11. Consider and take necessary action for monies from auction proceeds on 3/20/2025, in the amount of $37,080.00 to increase the Sheriffs Office line item 760-60360. (VLL)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	David Hall, Commissioner Pct 1
SECONDER:	Joel Behrens, Commissioner Pct 3
AYES:	Judge Lyssy, Commissioner Hall, Best, Behrens, Reese

12. Consider and take necessary action to accept a two-year Maintenance Bond No. S-308285 for Driftwood Shores LLC, Roads and Drainage Infrastructure Improvements. (JMB)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Joel Behrens, Commissioner Pct 3
SECONDER:	Gary Reese, Commissioner Pct 4
AYES:	Judge Lyssy, Commissioner Hall, Best, Behrens, Reese

13. Consider and take necessary action to release the Performance Bond No. S-308285 for Driftwood Shores, LLC, Road and Drainage Infrastructure Improvements. (JMB)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Joel Behrens, Commissioner Pct 3
SECONDER:	Gary Reese, Commissioner Pct 4
AYES:	Judge Lyssy, Commissioner Hall, Best, Behrens, Reese

14. Consider and take necessary action on Calhoun County First Responder Training Facility expenses over and above original grant fund amount of $275,000.00. (VLL)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	David Hall, Commissioner Pct 1
SECONDER:	Ronald Best, Commissioner Pct 2
AYES:	Judge Lyssy, Commissioner Hall, Best, Behrens, Reese

15. Consider and take necessary action on the Calhoun County Historical Commission Presentation given by Larry Nichols. (VLL)

Larry Nichols with the Historical Commission proposed the purchase of signs and asked if the County would fund half. Cindy Krause volunteered to donate in place of the County. Judge agreed to allow signs to be put up once TXDOT was in agreeance.

Judge agreed to allow Larry Nichols with the Historical Commission to put the County on the National Registry for Historical Places to declare the Courthouse a Historical Building pending approval from County Auditor and County Attorney.

Judge agreed to allow the County Museum/County Historical Commission to enter contract with the School District to store Museum items offsite, and court will adjust budget at the designated budget time.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Vern Lyssy, County Judge
SECONDER:	Joel Behrens, Commissioner Pct 3
AYES:	Judge Lyssy, Commissioner Hall, Best, Behrens, Reese

16. Accept Reports from the following County Offices:

a) Justice of the Peace Pct 3 – March, 2025

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Joel Behrens, Commissioner Pct 3
SECONDER:	Gary Reese, Commissioner Pct 4
AYES:	Judge Lyssy, Commissioner Hall, Best, Behrens, Reese

17. Consider and take necessary action on budget adjustments. (VLL)

2024	
RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Gary Reese, Commissioner Pct 4
SECONDER:	Joel Behrens, Commissioner Pct 3
AYES:	Judge Lyssy, Commissioner Hall, Best, Behrens, Reese

2025	
RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Gary Reese, Commissioner Pct 4
SECONDER:	Joel Behrens, Commissioner Pct 3
AYES:	Judge Lyssy, Commissioner Hall, Best, Behrens, Reese

18. Approval of bills and payroll. (VLL)

MMC Bills:	
RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	David Hall, Commissioner Pct 1
SECONDER:	Gary Reese, Commissioner Pct 4
AYES:	Judge Lyssy, Commissioner Hall, Best, Behrens, Reese

Indigent Healthcare:	
RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	David Hall, Commissioner Pct 1
SECONDER:	Gary Reese, Commissioner Pct 4
AYES:	Judge Lyssy, Commissioner Hall, Best, Behrens, Reese

County Bills:	
RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	David Hall, Commissioner Pct 1
SECONDER:	Gary Reese, Commissioner Pct 4
AYES:	Judge Lyssy, Commissioner Hall, Best, Behrens, Reese

19. Adjourn.

11:02 am	
RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Vern Lyssy, County Judge
SECONDER:	David Hall, Commissioner Pct 1
AYES:	Judge Lyssy, Commissioner Hall, Best, Behrens, Reese

Vern L. Lyssy
County Judge

David Hall, Commissioner, Precinct 1
Ronny Best, Commissioner, Precinct 2
Joel Behrens, Commissioner, Precinct 3
Gary Reese, Commissioner, Precinct 4

EXECUTIVE SESSION

The Commissioners' Court of Calhoun County, Texas, held an Executive Session on Wednesday, April 10, 2025 at 1:30 p.m. in the Commissioners' Courtroom in the County Courthouse at 211 S. Ann Street, Suite 104, Port Lavaca, Calhoun County, Texas.

Attached are the true and correct minutes of the above referenced meeting.

Vern Lyssy, County Judge Calhoun County, Texas

Anna Goodman, County Clerk

Deputy Clerk

April 10, 2025

MEETING MINUTES

OF CALHOUN COUNTY COMMISSIONERS' COURT

MET IN AN EXECUTIVE SESSION AT 10:00 A.M. IN THE COMMISSIONERS' COURTROOM IN THE COUNTY COURTHOUSE AT 211 S. ANN STREET SUITE 104 PORT LAVACA, CALHOUN COUNTY, TEXAS.

THE FOLLOWING MEMBERS WERE PRESENT:

	Vern Lyssy	**County Judge**
	David Hall	**Commissioner Pct 1**
	Ronald Best	**Commissioner Pct 2**
	Joel Behrens	**Commissioner Pct 3**
	Gary Reese	**Commissioner Pct 4**
(ABSENT)	**Anna Goodman**	**County Clerk**
	By: Kaddie Smith	**Deputy Clerk**

The subject matter of such meeting is as follows:

1. Call meeting to order.

   Meeting was called to order at 1:30pm in Judge Vern Lyssy

2. Public Comment.

3. Open Executive Session to discuss matters regarding the potential creation of a hospital district.

4. Executive Session: The Commissioners' Court shall go into Executive Session as authorized by V.T.C.A Government Code Chapter 551, Subchapter D. Following is the subject matter of the executive session and the Specific Section of the Open Meetings Act permitting discussion/deliberation in Executive Session.

   Section §551-071. A government body may conduct a closed meeting for consultation with their attorney.

5. Reconvene Open Session.

   Meeting was called to order at 2:09pm by Judge Vern Lyssy

6. Consider and take necessary action on matters discussed in the Executive Session.

Court agreed to retain Kevin Read as council for possible transition to Hospital District.	
RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	David Hall, Commissioner Pct 1
SECONDER:	Gary Reese, Commissioner Pct 4
AYES:	Judge Lyssy Commissioner Hall, Best, Behrens, Reese

7. Adjourn.

2:10pm	
RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Joel Behrens, Commissioner Pct 3
SECONDER:	Gary Reese, Commissioner Pct 4
AYES:	Judge Lyssy Commissioner Hall, Best, Behrens, Reese

06

6. Texas Senator Lois Kolkhorst's Office will present Senate Resolution No: 405 in Memory of Connie Hunt. (VLL)

Kim with Lois Kolkhorst's office read the resolution.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Vern Lyssy, County Judge
SECONDER:	David Hall, Commissioner Pct 1
AYES:	Judge Lyssy, Commissioner Hall, Behrens, Reese

The Senate of The State of Texas

SENATE RESOLUTION NO. 405

In Memory
of
Connie Jane Hunt

WHEREAS, The Senate of the State of Texas honors and commemorates the life of Connie Jane Hunt, who died February 28, 2025, at the age of 88; and

WHEREAS, Connie Jane Prince was born in Memphis, Tennessee, on March 7, 1936; she married Ed Hunt on October 30, 1954, and the couple shared a rewarding union that spanned more than seven decades; they were blessed with a son, Corbin, who preceded his mother in death; and

WHEREAS, Mrs. Hunt lived in locations around the world while her husband served in the military, and she held office jobs wherever he was stationed; the couple later settled in the Magnolia Beach community of Calhoun County, where they lived for three decades; and

WHEREAS, An engaged citizen, Mrs. Hunt was actively involved in the Calhoun County Republican Club, and she served as a mentor to many of its members and fostered connections with Republicans across the state; she helped the We the People program at Calhoun High School to establish a field trip experience where students travel to visit the State Capitol and learn more about the legislative process; a woman of strong faith, she also gave freely of her time and talents to her church community throughout her life; and

WHEREAS, A beloved member of her community, Connie leaves behind many special memories that will be forever cherished by her family and friends and by all who were privileged to share in her life; now, therefore, be it

S.R. No. 405

RESOLVED, That the Senate of the State of Texas, 89th Legislature, hereby extend sincere condolences to the family of Connie Jane Hunt; and, be it further

RESOLVED, That a copy of this Resolution be prepared for her family as an expression of deepest sympathy from the Texas Senate and that when the Senate adjourns this day, it do so in memory of Connie Hunt.

Kolkhorst



Dan Patrick
President of the Senate

I hereby certify that the above Resolution was adopted by the Senate on April 14, 2025, by a rising vote.

Patricia Hahn
Secretary of the Senate

Lois W. Kolkhorst
Member, Texas Senate

07

7. Consider and take necessary action authorizing an order for Memorial Day Fireworks Sales in Calhoun County. (VLL)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	David Hall, Commissioner Pct 1
SECONDER:	Gary Reese, Commissioner Pct 4
AYES:	Judge Lyssy, Commissioner Hall, Behrens, Reese

STATE OF TEXAS

COUNTY OF CALHOUN

ORDER AUTHORIZING MEMORIAL DAY FIREWORKS SALES IN CALHOUN COUNTY

WHEREAS, the Commissioners Court of Calhoun County is authorized under Occupations Code Section 2154.202(h) to issue an order allowing retail fireworks permit holders to sell fireworks to the public in celebration of Memorial Day; and

WHEREAS, on the *30th* day of *April, 2025*, the Commissioners Court of Calhoun County has determined that conditions are favorable to issue such an Order;

NOW, THEREFORE, the Commissioners Court of Calhoun County adopts this Order authorizing the sale of fireworks to the public by retail fireworks permit holders during the Memorial Day period beginning *May 21, 2025*, and ending at midnight *May 26, 2025,* subject to the following restrictions: a. This order expires on the date the Texas A&M Forest Service determines drought conditions exist in the county or midnight, *May 26, 2025,* whichever is earlier.

Approved this the *30th* day of *April, 2025*, by the Calhoun County Commissioners Court.

ORDER AUTHORIZING MEMORIAL DAY FIREWORKS SALES

IN CALHOUN COUNTY

Approved this the *30th* day of *April, 2025,* by the Calhoun County Commissioners Court.

Vern L. Lyssy, County Judge

David Hall
Calhoun County Commissioner
Precinct 1

Ronny Best
Calhoun Count Commissioner
Precinct 2

Joel Behrens
Calhoun County Commissioner
Precinct 3

Gary Reese
Calhoun County Commissioner
Precinct 4

Anna Goodman, County Clerk

By: _____
Deputy Clerk

COMMISSIONERS COURT CALHOUN COUNTY, TEXAS

08

8. Consider and take necessary action to approve agreement with CFI Mechanical, Inc. to replace AHU-1 at the Calhoun County Jail and have Judge Lyssy sign all necessary documentation. (VLL)

Commissioner Hall added to include the option for the Ameron Offshore Coating for the interior.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	David Hall, Commissioner Pct 1
SECONDER:	Joel Behrens, Commissioner Pct 3
AYES:	Judge Lyssy, Commissioner Hall, Behrens, Reese

CFI MECHANICAL, INC.

www.cfimechanical.com

6109 Brittmoore • Houston, TX 77041
P: (832) 467-8200 • F: (832) 467-8203

To:	Calhoun County 211 S. Ann Port Lavaca, TX 77979	**Date:**	4-22-25
		Proposal:	2025-2MS
Attn:	Everett Wood	**Location:**	Adult detention center
		Job:	Replace OAHU-1

CFI Mechanical, Inc. ("CFI") proposes to install and/or furnish the following described material/labor for the above Project in accordance with the terms and conditions on the reverse side of this Service Proposal Form (this "Proposal"). Purchaser's execution and return of this Proposal, or Purchaser's written or verbal direction to CFI to proceed, or Purchaser's acceptance of any such material or labor furnished by CFI Mechanical, Inc., whichever occurs first, shall constitute Purchaser's agreement to and acceptance of this Proposal and the terms and conditions on the reverse side of this Proposal ("Terms").

CHOICE PARTNERS # 22-049MF05

Scope of Work: Shut down and LOTO OAHU-1. Demo the existing AHU and remove it from the job site. Install a new Carrier OAHU. Reconnect the hot water piping, chilled water piping, ductwork, electrical and controls. Start the new AHU and verify proper operation.

Includes:

1. Carrier 39MN Size 14W OAHU, double wall, galvanized panel, E-coated coils, dual plenum fans, VFD.
2. New chilled water valves and hot water valves. New OA actuators.
3. New OA duct connection and new OBD. Reuse of the existing building OA louver and bird screen.
4. New supply air connection to the existing duct.
5. Reconnection to the existing piping.
6. Removal of the existing starter and installation of the new VFD. The starter will be left with the owner.
7. Insulation repair to match the existing.
8. Current lead time is 17 weeks.
9. All work is priced for straight time hours.

Price: $170,695.00

Option for Ameron offshore coating interior of cabinet: $5,000.00

Includes Choice Partners Cooperative and is tax exempt. Does not include P&P bond if needed.

(This Proposal, including any pricing contained in the Proposal, will only be valid for 15 days)

Exclusions: Overtime Labor; Sales Tax, Electrical, Roofing, Cutting, Patching, Painting, Ceiling Work, Asbestos Abatement, Hazardous Material Removal/Disposal, Publicly Transmitted Illnesses Volatility, and any other services, materials, labor or work not expressly outlined in the Scope of Work set forth above. This Proposal does not include responsibility for the design of the systems, obsolescence, safety test, removal and reinstallation of valve bodies and dampers, repair or replacement necessitated by freezing weather, electrical power failure, low voltage, burned-out main or branch fuses, low water pressure, vandalism, misuse or abuse of the system(s), negligence of others (including Purchaser), failure of Purchaser to properly operate the system(s), requirements of governmental, regulatory or insurance agencies, or other causes beyond control of Seller. ** Tariffs are excluded and will, if necessary, be added to the invoice in addition to the contract amount, as a surcharge.

THIS ABOVE PROPOSAL AND TERMS ARE ACCEPTED:

CALHOUN COUNTY	**CFI MECHANICAL, INC.**
("Purchaser")	**("Seller")**
BY:	BY: *Matt Solomon*
TITLE: County Judge	TITLE: Account Manager
DATE: 4-30-2025	DATE: 4-22-25

CFI MECHANICAL, INC.

www.cfimechanical.com

6109 Brittmoore • Houston, TX 77041
P: (832) 467-8200 • F: (832) 467-8203

The price(s) shown above in the Scope of Work is due to CFI in full, lawful money of the United States of America within 15 days after date of invoice. Purchaser shall pay interest on any late payment from the date due until the date paid at the rate of 6% per annum, or the maximum rate allowed by law, whichever is less. Any alteration to, or deviation from this Proposal involving extra work, cost of materials or labor will become an extra charge (fixed price amount to be negotiated or on a time and material basis at Seller's rates then in effect) over the sum stated in this Proposal. No additional work or repairs shall be required to be performed by Seller without a separate written agreement between Purchaser and Seller describing in detail the scope and costs of the work to be performed which is signed by both parties.

TERMS AND CONDITIONS

The acceptance of this Proposal is expressly limited to the following terms and conditions (the "Terms"). No attempted acceptance which varies or adds to the Terms shall be effective and any such counterproposal are hereby deemed rejected. Seller shall not be bound by terms additional to or different from those contained in these Terms unless such terms are expressly agreed to in writing and signed by Seller. These Terms represents the entire agreement between the parties and supersedes any prior or contemporaneous written or oral agreements, representations, or warranties.

1. Purchaser shall provide Seller with timely access to areas and equipment and a safe environment in which to perform the Work, which shall be performed during normal working hours of Seller. Purchaser represents that it is not aware of any asbestos-containing or other hazardous materials at the Project, Seller has no responsibility or liability for the investigation, detection, testing, removal, remediation and/or encapsulation of any and all asbestos-containing or other hazardous materials at the site of the Project., Any investigation, detection, testing, removal, remediation and/or encapsulation of any and all asbestos-containing or other hazardous material will be the responsibility of and at the expense of Purchaser, the Owner or others, If Seller encounters any material believed to be asbestos-containing or other hazardous material, Seller may stop all work in the affected area until Purchaser notifies Seller in writing that it is safe to proceed. Seller shall have no responsibility or liability arising out of or related to, and **PURCHASER HEREBY WAIVES AND RELEASES ANY CLAIMS OR CAUSES OF ACTION FOR, THE PRESENCE, GROWTH OR DEVELOPMENT OF MOLD OR MILDEW AT THE PROJECT, OR FOR THE REMEDIATION OF ANY SUCH MOLD OR MILDEW, OR ANY COSTS, EXPENSES, DAMAGES, OR LIABILITIES RELATED THERETO, EVEN IF SUCH MOLD OR MILDEW IS CAUSED IN WHOLE OR IN PART BY ANY DEFECTIVE LABOR OR MATERIAL FURNISHED HEREUNDER OR ANY BREACH OF THIS AGREEMENT.**
2. Any Work found to be defective for a period of ninety (90) days from the date the material is installed or the Work is completed, shall at Seller's option, be repaired or replaced and such repair or replacement shall be Purchaser's sole and exclusive remedy. This warranty does not cover damage or defects caused by normal wear and tear, improper use or maintenance of the material by Purchaser, accident, fire, flood, natural disaster, act of vandalism or terrorism, or other causes beyond Seller's reasonable control. This warranty does not cover replacement of belts or filter maintenance. **SELLER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED OR STATUTORY WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR INTENDED USE.**
3. Purchaser and Seller hereby waive any and all claims for incidental, indirect, special, consequential, punitive or exemplary damages against the other party, arising out of or related to the Work hereunder or any breach of the Terms hereof. The Seller will not be liable for any delays, costs, loss or damages caused by or any delays due to fire, strikes, labor troubles, governmental regulations (including orders, recommendations or guidelines), the elements, virus, epidemic pandemic (including the Novel Coronavirus), transportation delays, or any other causes beyond its reasonable control.
4. TO THE FULLEST EXTENT PERMITTED BY LAW, PURCHASER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS SELLER, ITS AGENTS AND EMPLOYEES (EACH AN "INDEMNIFIED PARTY") FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF WORK HEREUNDER, PROVIDED THAT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY AN ACTIVE OR PASSIVE ACT OR OMISSION OF PURCHASER, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY PURCHASER, OR ANYONE FOR WHOSE ACTS PURCHASE MAY BE LIABLE, REGARDLESS OF WHETHER IT IS CAUSED IN PART BY THE NEGLIGENCE OF SELLER.
5. NOTWITHSTANDING ANYTHING TO THE CONTRARY, SELLER'S TOTAL LIABILITY FOR WORK UNDER THE PROPOSAL OR FOR ANY OTHER WORK PROVIDED TO PURCHASER BY SELLER SHALL BE LIMITED TO AND SHALL NEVER EXCEED THE AMOUNT PAID TO SELLER UNDER THIS AGREEMENT.
6. If by any act or omission on Purchaser's part or any act beyond the reasonable control of Seller, the Seller's performance is delayed for a period of 90 days or more, Seller shall have the option of terminating the Work, and in case of such termination after Seller has partially performed the Work, Purchaser agrees to pay Seller the portion of the total contract price attributable to the Work installed, ordered or delivered as of the date of termination, as well as any and all costs of termination, including but not limited to costs of terminating subcontracts or purchase orders, costs of work-in-progress, and costs of demobilization, and any and all delay damages incurred by Seller.
7. Purchaser shall be responsible for securing the Work from loss and protecting from damage and shall bear the risk of loss with respect to all material installed and all material delivered to the Project. Notwithstanding the foregoing, the title to all material shall remain in the Seller until payment in full is made by Purchaser. Purchaser shall insure such materials against loss or damage in amount and manner sufficient to protect the interest of the Seller, and Seller shall be named as an additional insured under such insurance.
8. It is agreed the Seller reserves a contractual lien and security interest in all material furnished hereunder until the entire price to be paid and all other sums due Seller have been fully paid. Purchaser shall execute such financing statements or other documents requested by Seller as necessary to perfect Seller's security interest. In the event of default in the making of any such payment, or in the event Purchaser becomes insolvent, makes an assignment for the benefit of creditors or in the event that a proceeding in bankruptcy or insolvency be instituted against Purchaser, or voluntarily by Purchaser, then at Seller's option, Seller, its agents, successors and assigns may, without notice or demand, resell the material or any part thereof at either public or private sale. If the unpaid balance due Seller under this agreement, including any interest due and damages resulting from Purchaser's default, including any attorneys' fees incurred and the expenses of resale, are not satisfied by proceeds of the sale, Purchaser agrees promptly to pay such deficiency. If there is a surplus from the proceeds of the sale after the payment of the above items, it shall be paid to Purchaser.
9. In the event of any default by Seller, Purchaser shall give Seller written notice of default, and shall give Seller five (5) days from the date of Seller's receipt of such notice to cure or commence and diligently pursue cure of such default.
10. The rights, duties and obligations of the parties hereunder shall be governed and construed in accordance with the laws of the State of

Texas, excluding any conflicts or laws or rules which would refer its interpretation to the laws of another jurisdiction.

11. At Seller's option, all claims, disputes, and other matters in question arising out of or relating to this Agreement, or the breach thereof, may be decided by arbitration, which shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect, with a single arbitrator under regular track procedures unless otherwise elected by Seller. All arbitration proceedings or other legal proceedings will be in Houston, Texas. This agreement to arbitrate shall be specifically enforceable. It is agreed that the Work performed, and labor and/or materials furnished pursuant to this Agreement affects and involves interstate commerce. Any legal action against the Seller relating, or the breach of these Terms, shall be commenced within one (1) year from the date of the completion of the Work. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with the applicable law in the court having jurisdiction thereof.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1302282

Date Filed:
04/29/2025

Date Acknowledged:
4/30/25 DRV

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
CFI Mechanical, Inc.
Houston, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2025-2MS
Calhoun County Jail - Replace OAHU-1

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

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Roy Cizmar, and my date of birth is [redacted].

My address is [redacted] (street), [redacted] (city), [redacted] (state) [redacted] (zip code).

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

Executed in Harris County, State of Texas, on the 29 day of April, 2025. [redacted]

Roy A. Cizmar
Signature of authorized agent of contracting business entity
(Declarant)

09

9. Consider and take necessary action to approve the Participating Entities Services Agreement for the Statewide Automated Victim Notification Service (SAVNS) and have Judge Lyssy sign agreement. (VLL)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Joel Behrens, Commissioner Pct 3
SECONDER:	David Hall, Commissioner Pct 1
AYES:	Judge Lyssy, Commissioner Hall, Behrens, Reese

KEN PAXTON
ATTORNEY GENERAL OF TEXAS

April 16, 2025

To: OAG SAVNS Grantees

Re: Service Agreement Between OAG SAVNS Grantees and SylogistGov, Inc.

Dear SAVNS Grantee:

The Office of the Attorney General (OAG) recently issued a new contract to SylogistGov, Inc. to provide victim notification software for Texas' Statewide Automated Victim Notification Service (SAVNS) program. This replaces the previous software used by your county, Texas VINE, operated by Appriss Insights, LLC. The transition to the new vendor will be completed by August 31, 2025.

As we begin this important transition, the OAG asks for your partnership on several key steps ahead. A critical next action is executing **the enclosed Service Agreement** between your entity and SylogistGov, Inc. The agreement mirrors the Service Agreement language signed in previous years by your entity with Appriss Insights, LLC.

Due to the compressed timeline referenced above, we respectfully request expedited review and execution of the Service Agreement by May 16, 2025. Delays beyond this date may affect Sylogist's ability to fully transition victim notification services for your county by the deadline of August 31, 2025—potentially causing service disruptions that we must avoid. It is the top priority of the OAG to ensure a smooth transition and the continuity of victim notifications service operations for your county. We are here to assist in this process in any way that we can.

SylogistGov, Inc. will contact your county directly begin onboarding with your SAVNS program staff, IT points of contact, and your jail management and court management system vendors. The OAG Grants Administration Division has also shared several critical communications in recent weeks outlining these next steps that we encourage you to review.

For any questions regarding the enclosed Service Agreement or the transition generally, please reach out to:

- Julie Wise, Sylogist – Julie.Wise@sylogist.com
- Jimmy Bailey, OAG Crime Victim Services Division –Jimmy.Bailey@oag.texas.gov

Thank you for your continued partnership and commitment to ensuring uninterrupted notification services for crime victims across Texas.

Respectfully,

Alisha Jackson
Grants Administration Division Chief

Exhibit A

PARTICIPATING ENTITIES SERVICES AGREEMENT FOR THE

STATEWIDE AUTOMATED VICTIM NOTIFICATION SERVICE (SAVNS)

CONTRACT NUMBER: 52025-SYZ-Calhoun/Calhoun County Sh

The Office of the Attorney General (OAG) is the Texas State agency tasked with providing a Statewide Automated Victim Notification Service (SAVNS) to a variety of political subdivisions of the State of Texas, including counties, county Sheriffs, Community Supervision Departments, courts, clerks, district attorneys, county attorneys, and others that are participating in the SAVNS ("Participating Entities"). The OAG conducted a competitive solicitation and contracted with SylogistGov, Inc. as the statewide vendor to provide SAVNS to each of the Participating Entities.

This Agreement is entered into by and between the Calhoun ("Named Entity"), and SylogistGov, Inc. ("Contractor"), (collectively, "the Parties").

1. **Purpose of the Agreement.**
   This Participating Entities Services Agreement ("Agreement") is issued in order for Contractor to provide all of the SAVNS services to ("Named Entity") as described in the Contract Documents referenced in Section 5 of this Agreement which are fully incorporated herein by reference.

2. **Contract Term.**
   This Agreement shall be effective upon execution and the subscription term for the SAVNS solution shall begin on May 1, 2025 when modification and access to the Integrated Victim Services System (IVSS) is initiated. The agreement shall end on August 31, 2026. The Agreement may be renewed for two (2) optional, two (2) year renewal terms, only to the extent the OAG Contract No. C-02213 for SAVNS remains in effect and is renewed. Any such renewals shall be subject to the requirements of this Agreement and all of the Contract Documents referenced in Section 5 of this Agreement. For clarity, all of the terms regarding Termination shall apply to this Agreement as set out in the OAG Contract No. C-02213 for SAVNS referenced in Section 5 of this Agreement and incorporated herein, and the Named Entity/Participating Entity has all of the same requirements, rights, and remedies as the OAG as set out in the Termination sections of that Contract.

3. **Compensation and Invoicing.**
   The Parties stipulate and agree that the total amount to be paid to Contractor in consideration of full and satisfactory performance of all Contractor's duties, services, and obligations as set forth in this Agreement shall be billed on a recurring bi-annual basis, in accordance with Form B – SAVNS Pricing, and not to exceed the bi-annual fee per calendar year, in accordance with the Contract Documents referenced in Section 5 of this Agreement which are incorporated herein.
   The SAVNS services shall be performed for the bi-annual fee, which will be billed and invoiced in accordance with Form B – SAVNS Pricing and pursuant to the terms of this Agreement. Invoices will contain all pertinent information such as this Agreement's contract number, the dates of services rendered, and outages or performance issues, if any, all in accordance with the Contract Documents referenced in Section 5 of this Agreement.

4. **Appropriated Funds.**
   Payments are subject to the availability of appropriated funds. Whereas OAG provides grant funds to the Participating Entities as a reimbursement of the bi-annual fees due hereunder, Contractor acknowledges and agrees that payments for Participating Entity Services provided are contingent upon OAG's receipt of funds appropriated by the Texas Legislature.

PARTICIPATING ENTITIES SERVICES AGREEMENT FOR THE

STATEWIDE AUTOMATED VICTIM NOTIFICATION SERVICE (SAVNS)

CONTRACT NUMBER: 52025-SYZ-Calhoun/Calhoun County Sh

5. **Contract Documents and Order of Precedence.**
This Agreement consists of the following documents in order of precedence:
   a. This Agreement;
   b. OAG Contract C-02213 for SAVNS;
   c. SAVNS RFP dated February 14, 2025; and
   d. Contractor's response to SAVNS RFP dated March, 7 2025.

   Each of the above-referenced documents, together with all of their attachments and supporting documents, are hereby incorporated into this Agreement by reference.

6. **Entire Agreement.**
The Parties acknowledge that this Agreement constitutes the entire understanding between them with respect to the SAVNS. No other agreements or understandings, whether written or oral, that are not contained in this Agreement and its supporting Contract Documents shall be binding or valid.

Calhoun County Sheriff's Of

Name & Title Vern L. Lyssy
County Judge

04/17/2025
Date

SylogistGov, Inc.

Nathan Branscome
Senior Director VSS

April 16, 2025
Date

10

10. Consider and take necessary action to approve the engagement of Armstrong, Vaughan and Associates, PC, Certified Public Accountants, to perform the audit of the County's financial statements for the year ending December 31, 2024 at an estimated fee of $63,845 plus related fees as disclosed in the document if applicable and authorize the County Judge to sign. (VLL)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Joel Behrens, Commissioner Pct 3
SECONDER:	David Hall, Commissioner Pct 1
AYES:	Judge Lyssy, Commissioner Hall, Behrens, Reese

Armstrong, Vaughan & Associates, P. C.
Certified Public Accountants

April 2, 2025

Calhoun County, Texas
County Courthouse Annex II;
202 S. Ann, Suite B
Port Lavaca, TX 77979

Dear County Commissioners and Management:

You have requested that we audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Calhoun County, as of December 31, 2024, and for the year then ended and the related notes to the financial statements, which collectively comprise Calhoun County's basic financial statements as listed in the table of contents.

In addition, we will audit the entity's compliance over major federal award programs for the period ended December 31, 2024. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audit will be conducted with the objective of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal award programs. The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the entity complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and *Government Auditing Standards*, if any, and perform procedures to address those requirements.

Accounting principles generally accepted in the United States of America, (U.S. GAAP,) as promulgated by the Governmental Accounting Standards Board (GASB) require that certain required supplementary information (RSI), such as management's discussion and analysis (MD&A) and budgetary comparison information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Calhoun County's RSI in accordance with auditing standards generally accepted in the United States of America, (U.S. GAAS). These limited procedures will consist of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any assurance on the RSI. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

941 West Byrd Blvd., Suite 101 • Universal City, Texas 78148
Phone: 210-658-6229 • Fax: 210-659-7611 • Email: info@avacpa.com • www.avacpa.com

1) Management's Discussion and Analysis
2) The Schedule of Revenues, Expenditures and Changes in Fund Balance- Budget and Actual-General Fund
3) Schedules of Contributions and Changes – Defined Benefit Pension Plan

Supplementary information other than RSI will accompany Calhoun County's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

1. Comparative Balance Sheet and Statements of Revenues, Expenditures and Changes in Fund Balance - Major Funds
2. Combining Balance Sheets and Statements of Revenues, Expenditures and Changes in Fund Balance – Nonmajor Funds
3. Comparative Statements of Net Position, Statements of Revenues, Expenses and Changes in Net Position, and Statements of Cash Flows – Discretely Presented Enterprise Fund
4. Budgetary Comparison Schedules – Nonmajor Special Revenue Funds, Debt Service Fund
5. Combining Statement of Fiduciary Assets and Liabilities
6. Schedule of Expenditures of Federal Awards

Schedule of Expenditures of Federal Awards

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be test searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the earlier of 30 days after receipt of our audits' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Party 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). As part of an audit of financial statements in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Calhoun County's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of Calhoun County's basic financial statements. Our report will be addressed to the governing body of Calhoun County. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Audit of Major Program Compliance

Our audit of Calhoun County's major federal award program(s) compliance will be made in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and other procedures we consider necessary to enable us to express an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the entity's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole.

As part of a compliance audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

Our procedures will consist of determining major federal programs and, performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs, and performing such other procedures as we considers necessary in the circumstances. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management's Responsibilities

Our audit will be conducted on the basis that management acknowledge and understand that they have responsibility:

a. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America.
b. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
c. For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received;
d. For maintaining records that adequately identify the source and application of funds for federally funded activities;
e. For preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
f. For designing, implementing, and maintaining effective internal control over federal awards that provides reasonable assurance that the entity is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
g. For identifying and ensuring that the entity complies with federal laws, statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal award programs, and implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal award programs;
h. For disclosing accurately, currently, and completely the financial results of each federal award in accordance with the requirements of the award;
i. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
j. For taking prompt action when instances of noncompliance are identified;
k. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
l. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
m. For submitting the reporting package and data collection form to the appropriate parties;
n. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
o. To provide us with:
    1) Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including the disclosures, and relevant to federal award programs, such as records, documentation, and other matters;
    2) Additional information that we may request from management for the purpose of the audit;
    3) Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence;
    4) A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report, and

5) A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report.

p. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
q. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
r. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
s. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
t. For the accuracy and completeness of all information provided;
u. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
v. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the schedule of expenditures of federal awards referred to above, you acknowledge and understand your responsibility (a) for the preparation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance, (b) to provide us with the appropriate written representations regarding the schedule of expenditures of federal awards, (c) to include our report on the schedule of expenditures of federal awards in any document that contains the schedule of expenditures of federal awards and that indicates that we have reported on such schedule, and (d) to present the schedule of expenditures of federal awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the schedule of expenditures of federal awards no later than the date of issuance by you of the schedule and our report thereon.

As part of our audit process, we will request from management, written confirmation concerning representations made to us in connection with the audit.

We may request assistance from your employees in preparing confirmations and that they will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Nonattest Services

With respect to any nonattest services we perform,

At the end of the year, we agree to perform the following:

- Propose adjusting or correcting journal entries to be reviewed and approved by Calhoun County's management.
- Assistance with preparation of the financial statements

We will not assume management responsibilities on behalf of Calhoun County. However, we will provide advice and recommendations to assist management of Calhoun County in performing its responsibilities.

Calhoun County's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the nonattest services are as follows:

- The nonattest services are limited to the items previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries. Our firm will advise Calhoun County with regard to tax positions taken in the preparation of the tax return, but Calhoun County must make all decisions with regard to those matters.

Fees and Timing

Deborah F. Fraser is the engagement partner for the audit services specified in this letter. Her responsibilities include supervising Armstrong, Vaughan & Associates, P.C.'s services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. Invoices will be rendered every two weeks and are payable upon presentation. The price is $66,845, which includes the audit of two Single Audit programs. Each program after that will be $1,500 each. We will charge an additional $3,750 for the ACFR (if applicable). We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use Calhoun County's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit.

Other Matters

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

The audit documentation for this engagement is the property of Armstrong, Vaughan & Associates, P.C. and constitutes confidential information. However, we may be requested to make certain audit documentation available to federal agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Armstrong, Vaughan & Associates, P.C.'s personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to the County Council the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

If any dispute arises among the parties hereto, the parties agree to first try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Rules for Professional Accounting and Related Services Disputes, before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.

Client and accountant both agree that any dispute over fees charged by the accountant to the client will be submitted for resolution by arbitration in accordance with the Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association. Such arbitration shall be binding and final. In agreeing to arbitration, we both acknowledge that, in the event of a dispute over fees charged by the accountant, each of us is giving up the right to have the dispute decided in a court of law before a judge or jury and instead we are accepting the use of arbitration for resolution.

Please sign and return the enclosed copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audits of the financial statements compliance over major federal award programs including our respective responsibilities.

We appreciate the opportunity to be of service to Calhoun County and believe this letter accurately summarizes the significant terms of our engagement.

Very truly yours,

Armstrong, Vaughan & Associates, P.C.

Armstrong, Vaughan & Associates, P.C.

RESPONSE:

This letter correctly sets forth the understanding of Calhoun County.

By: _____

Title: County Judge

Date: 4-30-2025

WILF & HENDERSON, P.C.
CERTIFIED PUBLIC ACCOUNTANTS
Member of American Institute of Certified Public Accountants
Member of Private Company Practice Section
Member of AICPA Governmental Audit Quality Center

Report on the Firm's System of Quality Control

September 15, 2023

To the Shareholders of Armstrong, Vaughan & Associates, P.C.
and the Peer Review Committee of the Texas Society of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Armstrong, Vaughan & Associates, P.C. (the firm) in effect for the year ended March 31, 2023. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

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

Firm's Responsibility

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

Peer Reviewer's Responsibility

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

Required Selections and Considerations

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

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

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Armstrong, Vaughan & Associates, P.C. in effect for the year ended March 31, 2023, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass, pass with deficiency(ies)* or *fail*. Armstrong, Vaughan & Associates, P.C. has received a peer review rating of *pass*.

Wilf & Henderson, P.C.

Wilf & Henderson, P.C.

1810 Galleria Oaks • Texarkana, Texas 75503 • 903.793.5646 • Fax 903.792.7630 • www.wilhen.com

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1300504

Date Filed:
04/24/2025

Date Acknowledged:

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

Armstrong, Vaughan & Associates, P.C.
Universal City, TX United States

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

Calhoun County

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

2024 Audit
Professional Auditing Services

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

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Jacob Twomey, and my date of birth is [redacted].

My address is 941 W Byrd Blvd (street), Universal City (city), Tx (state), 78148 (zip code), USA (country).

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

Executed in Bexar County, State of Texas, on the 25 day of April (month), 2025 (year).

Signature of authorized agent of contracting business entity
(Declarant)

11

11. Consider and take necessary action on Certificate of Final Completion for Matagorda Bay Mitigation Trust - Swan Point Bulkhead/Pier Project, Contract No. 034; Bid No. 2024-09 and authorize Judge Lyssy to sign documentation. (GDR)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Gary Reese, Commissioner Pct 4
SECONDER:	David Hall, Commissioner Pct 1
AYES:	Judge Lyssy, Commissioner Hall, Behrens, Reese

AFFIDAVIT OF ALL BILLS PAID

THE STATE OF Texas

COUNTY OF Liberty

Ronald Shirley personally appeared before the undersigned authority on this day and, having been duly sworn, states under oath that he/she is a duly authorized representative of the Contractor, Shirley & Sons Construction Co., Inc., and that the Contract for the **Bid No. 2024.09 - Calhoun County Bill Sanders Park - Swan Point Bulkhead & Pier Construction** has been fully completed and that all bills of the subcontractors for labor, materials and equipment, and supplies furnished in connection with this Project have been fully paid.

Signature

Ronald Shirley
Typed Name

President
Title

Sworn to and subscribed before me this 31 day of March, 2025.

Laura C. Leonard
Notary Signature

LAURA C. LEONARD
NOTARY PUBLIC
ID# 10831264
State of Texas
Comm. Exp. 04-17-2025

LAURA C. LEONARD
Printed Name

In and for the State of Texas

4-17-2025
Commission Expires

CERTIFICATE OF FINAL COMPLETION

DATE OF ISSUANCE: March 28, 2025

OWNER:	Calhoun County
CONTRACTOR:	Shirley & Sons Construction Co., Inc.
CONTRACT DATE:	November 27, 2024
CONTRACT AMOUNT:	$591,200.00
CONTRACT:	Construction of 276 feet of vinyl bulkhead and a 233-foot timber fishing pier at the Bill Sanders Park - Swan Point in Seadrift, Texas.
PROJECT:	Bid No. 2024.09 - Calhoun County Bill Sanders Park - Swan Point Bulkhead & Pier Construction

OWNER's CONTRACT NO: Bid No. 2024.09 ENGINEER's PROJECT NO.: E25470.00

This Certificate of Final Completion applies to all Work under the Contract Documents.

The Work to which this certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR and ENGINEER, and that the Work is hereby declared to be complete in accordance with the Contract Documents on

March 26, 2025
DATE OF FINAL COMPLETION

Executed by ENGINEER on March 28, 2025.
(Date)

STATE OF TEXAS
MATT A. GLAZE
99253
LICENSED
PROFESSIONAL ENGINEER

URBAN ENGINEERING
(ENGINEER)

By: _____ PE
(Authorized Signature)

CONTRACTOR accepts this Certificate of Final Completion on March 31, 2025.
(Date)

SHIRLEY & SONS CONSTRUCTION CO., INC.
(CONTRACTOR)

By: _____
(Authorized Signature)

OWNER accepts this Certificate of Final Completion on 4-30, 2025.
(Date)

CALHOUN COUNTY
(OWNER)

By: _____
(Authorized Signature)

Bond No. HSHNSU0864019

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

PROJECT: Bid No. 2024.09 - Calhoun County Bill Sanders Park - Swan Point Bulkhead & Pier Construction

OWNER: Calhoun County

CONTRACTOR: Shirley & Sons Construction Co., Inc.

CONTRACT DATE: November 27, 2024

In accordance with the provisions of the Contract between the OWNER and the CONTRACTOR as indicated above, Harco National Insurance Company, SURETY COMPANY, on bond of CONTRACTOR, hereby approves of the final payment to the CONTRACTOR, and agrees that final payment to the CONTRACTOR shall not relieve the SURETY COMPANY of any of its obligations to OWNER as set forth in the said SURETY COMPANY's bond.

IN WITNESS WHEREOF, the SURETY COMPANY has hereunto set its hand this 31st day of March, 2025.

ATTEST:

Harco National Insurance Company
SURETY COMPANY

J. Oshman, Surety Witness

Signature of Authorized Representative

James N. Berry, Attorney-In-Fact
Title

(SEAL)

POWER OF ATTORNEY

Bond # HSHNSU0864019

HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

JAMES N. BERRY

Houston, TX

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, 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."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2024

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1904 NEW JERSEY

STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook

HARCO NATIONAL INSURANCE COMPANY CORPORATE SEAL 1984 ILLINOIS

Michael F. Zurcher
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2024, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

CATHY CRUZ NOTARY PUBLIC STATE OF NEW JERSEY

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2029

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, March 31, 2025

A02198

Irene Martins, Assistant Secretary

FINAL WAIVER OF LIEN RIGHTS

FROM: Shirley & Sons Construction Co., Inc. (Contractor)

TO: Calhoun County (Owner)

PROJECT: Bid No. 2024.09 - Calhoun County Bill Sanders Park - Swan Point Bulkhead & Pier Construction

1. The undersigned does hereby waive, release, and surrender any claim, lien, or right of lien resulting from labor, skill, and/or materials, subcontract work, equipment, or other work, rent services, or supplies, heretobefore furnished in and for the construction improvement, alteration or additions to the above-described project prior to the date hereof.

2. The undersigned further states that "Pay Estimate No. 4 Final" attached hereto, as it relates to construction costs payable pursuant to its construction contract with Calhoun County is accurate as of the date hereof and that there are no mechanics' or materialmen's liens outstanding at the date of this Waiver. All due and payable bills with respect to the work performed by CONTRACTOR have been paid to date or are included in the amount requested in the attached Final Pay Estimate and there is no known basis for the filing of any mechanics' or materialmen's liens against the land or improvements of the OWNER; and waivers from all subcontractors and materialmen of subcontractor for work done and materials furnished have been obtained in such form as to constitute an effective waiver of all such liens under the laws of the State of Texas.

3. This Waiver of Lien Rights:

    a. is given to secure payment for the work under the CONTRACTOR's construction contract in the amount of $591,200.00 as indicated in the attached Pay Estimate No. 4 Final;

    b. will be fully effective upon receipt of said payment in full.

4. In further consideration of the payment as above set forth, and to induce the OWNER to make said payment, the undersigned agrees to defend and hold harmless the OWNER, Calhoun County, OWNER's lender, and/or any principal or surety from any claims hereinafter made by the undersigned and/or its employees, agents, servants, or assigns of such parties against the project.

5. The undersigned further states that upon receipt of the amount specified in Section 3(a) above, CONTRACTOR will have been fully paid for all sums due from OWNER under the construction contract and due from and after such receipt CONTRACTOR shall have no right or claim to any further payment from OWNER for any materials furnished or work performed by CONTRACTOR or by any person or entity claiming by, through, or under CONTRACTOR.

6. It is acknowledged that the designation of the above project constitutes an adequate description of the property and improvements for the purposes of this instrument.

Dated this 31 day of March, 2025.

Shirley & Sons Construction Co., Inc.

(Signature)

By: Ronald R. Shirley II

Title: President

STATE OF Texas §
§
COUNTY OF Liberty §

The foregoing Final Waiver of Lien Rights was subscribed and sworn to me this 31 day of March, 2025, by Ronald Shirley, as President of Shirley & Sons Construction Co., Inc.

WITNESS MY HAND AND OFFICIAL SEAL.

LAURA C. LEONARD
NOTARY PUBLIC
ID# 10831264
State of Texas
Comm. Exp. 04-17-2025

Laura C. Leonard
Notary Public Signature

LAURA C. LEONARD
Printed Name

4-17-2025
Commission Expires

GUARANTEE

KNOW ALL MEN BY THESE PRESENTS: That we, Shirley & Sons Construction Co., Inc. ("CONTRACTOR"), of the City of Cleveland, County of Liberty, and State of Texas, as CONTRACTOR for the Bid No. 2024.09 - Calhoun County Bill Sanders Park - Swan Point Bulkhead & Pier Construction, jointly and severally represent, warrant, and guarantee as follows:

1. That all of the work ("Work") contemplated by that certain Contract dated November 27, 2024, between Calhoun County ("OWNER") and Shirley & Sons Construction Co., Inc. (the undersigned CONTRACTOR) has been completed in accordance with the plans, specifications, and change orders referred to therein.

2. That all Work is free from faulty material in every particular throughout.

3. That all Work is free from improper workmanship throughout.

4. That all Work is guaranteed against unusual damage from proper and usual wear.

5. That CONTRACTOR will replace and/or re-execute, without cost to the OWNER such work as may be found to be defective or not completed in accordance with Contract Documents and Modifications, and will make good all damages caused to other work or materials as a result of such defective work or its required replacement or re-execution.

6. That CONTRACTOR agrees to replace and/or re-execute defective or improperly completed work for maintenance and all other purposes found within one (1) year after the date of final and unconditional acceptance of the Work by OWNER as evidenced by OWNER's Certificate of Acceptance of Work and/or the date of OWNER'S written acceptance of Work.

7. That CONTRACTOR agrees in the event that CONTRACTOR attempts to replace and/or re-execute defective or improperly completed work during the initial one (1) year period of this Guarantee, but CONTRACTOR does not properly replace and/or re-execute such defective or improperly completed work, then the Guarantee period may be extended by OWNER at its sole option for an additional period necessary for proper replacement and/or re-execution of the Work by the CONTRACTOR within the terms of this Guarantee.

8. That CONTRACTOR agrees the one (1) year period of this Guarantee will not limit OWNER's other rights under common law to have defects remedied when discovered after one (1) year.

9. That notice of defective or improperly completed work shall be made in writing by certified or registered mail, return receipt requested, and addressed as follows:

OWNER:	Calhoun County Calhoun County Courthouse 211 S. Ann Street, Suite 301 Port Lavaca, Texas 77979
CONTRACTOR:	Shirley & Sons Construction Co., Inc. P.O. Box 429 Cleveland, Texas 77328

EXECUTED on this the 31 day of March, 2025.

Shirley & Sons Construction Co., Inc.

(Signature)

By: Ronald R. Shirley II

Title: President

12

12. Consider and take necessary action to release final payment to Shirley & Sons in the amount of $59,120 for Matagorda Bay Mitigation Trust - Swan Point Bulkhead/Pier Project, Contract No. 034; Bid No. 2024-09. (GDR)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Joel Behrens, Commissioner Pct 3
SECONDER:	Gary Reese, Commissioner Pct 4
AYES:	Judge Lyssy, Commissioner Hall, Behrens, Reese

Gary D. Reese

County Commissioner
County of Calhoun
Precinct 4

April 21, 2025

Honorable Vern Lyssy
Calhoun County Judge
211 S. Ann
Port Lavaca, TX 77979

RE: AGENDA ITEM

Dear Judge Lyssy:

Please place the following item on the Commissioners' Court Agenda for April 30, 2025.

- Consider and take necessary action to release final payment to Shirley & Sons in the amount of $59,120 for Matagorda Bay Mitigation Trust – Swan Point Bulkhead/Pier Project, Contract No. 034; Bid No. 2024-09.

Sincerely,

Gary D. Reese

GDR/at

P.O. Box 177 ~ Seadrift, Texas 77983 ~ email: gary.reese@calhouncotx.org ~ (361) 785-3141 ~ Fax (361) 785-5602

URBAN
engineering

April 21, 2025

Mr. Gary Reese
Calhoun County Commissioner Precinct #4
P.O. Box 177
Seadrift, TX 77983

RE: Bid No. 2024.09 – Calhoun County Bill Sanders Park – Swan Point Bulkhead & Pier Construction

Dear Commissioner Reese:

Attached is pay estimate request #4 Final & Retainage for work completed on the Bid No. 2024.09 – Calhoun County Bill Sanders Park – Swan Point Bulkhead & Pier Construction by Shirley & Sons Construction Co., Inc. The construction of the physical improvements on the project has been completed. I recommend that payment be made in the amount of $59,120.00.

If you have any questions, please do not hesitate to contact me at (361) 578-9836 or by email at mglaze@urbanvictoria.com. Thank you for your assistance.

Sincerely,

Matt A. Glaze, P.E.
Vice President

MAG/dmf

Attachments

cc: The Honorable Vern L. Lyssy, Calhoun County Judge
Ronald R. Shirley II, Shirley & Sons Construction Co., Inc.
Connie Novosad, Urban Engineering

Owner: Calhoun County

Contractor: Shirley & Sons Construction Co., Inc.

Date: 3/28/25

Item	Description	Unit	Contract Quantity	Total Work Done This Estimate	Total Work Done Previous Estimate	Total Work To Date Quantity	Contract Unit Price	Amount
1	Mob and demob	LS	1	.5	.5	1	$40,000.00	$40,000.00
2	traffic handling	LS	1	0.5	0.5	1	$5,000.00	$5,000.00
3	sTaking	LS	1	0	1	1	$3,000.00	$3,000.00
4	timber pier	LS	1	0	1	1	$219,900.00	$219,900.00
5	vinyl bulkhead	LF	336	0	336	336	$640.00	$215,040.00
6	fish cleaning station	LS	1	0	1	1	$8,000.00	$8,000.00
7	bulkhead cap	SF	1,100	0	1,100	1,100	$26.00	$28,600.00
8	Side walk	SF	590	0	590	590	$12.00	$7,080.00
9	aDA parking	SF	340	0	340	340	$40.00	$13,600.00
10	curb sign	EA	1	0	1	1	$300.00	$300.00
11	ADA parking sign	EA	1	0	1	1	$200.00	$200.00
12	ADA striping	LS	1	0	1	1	$5,000.00	$5,000.00

Owner: Calhoun county

Contractor: Shirley & Sons Construction Co., Inc.

Date: 3/2825

Item	Description	Unit	Contract Quantity	Total Work Done This Estimate	Total Work Done Previous Estimate	Total Work To Date Quantity	Contract Unit Price	Amount
13	Water main sch 40	LF	320	0	320	320	$39.00	$12,480.00
14	Hose bib	EA	3	0	3	3	$1,000.00	$3,000.00
15	Remove and replace electrical panel	LS	1	0	1	1	$5,000.00	$5,000.00
16	Pier conduit and wire	LS	1	0	1	1	$13,000.00	$13,000.00
17	fishing lights	EA	6	0	1	1	$12,000.00	$12,000.00
18	Total Project							$591,200.00

SHIRLEY & SONS CONSTRUCTION CO., INC.
BID NO. 2024.09 - CALHOUN COUNTY
BILL SANDERS PARK - SWAN POINT
BULKHEAD & PIER CONSTRUCTION

Pay Estimate #4 Final & Retainage Date: 04/21/2025

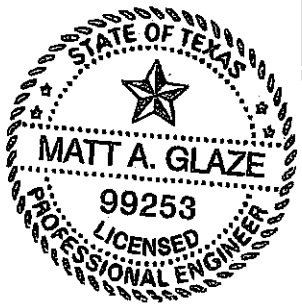
Item No.	Description	Approved Contract Estimated Quantity	Unit	Unit Price	Total Price	Quantities This Period	Quantities To Date	Amounts This Period	Amounts To Date	% Complete Amount
BASE BID										
GENERAL										
1.	Mobilization, Insurance and Bonds (Maximum 10% of Base Bid)	1	LS	$ 40,000.00	$ 40,000.00	0	1	$ -	$ 40,000.00	100%
2.	Barricading & Traffic Control (Furnish, Install, Maintain & Remove Signs & Warning Devices) (Includes Flagmen, Traffic Handling, Traffic Control Plan & Temporary Striping)	1	LS	$ 5,000.00	$ 5,000.00	0	1	$ -	$ 5,000.00	100%
3.	Construction Staking	1	LS	$ 3,000.00	$ 3,000.00	0	1	$ -	$ 3,000.00	100%
SUBTOTAL GENERAL					$ 48,000.00			$ -	$ 48,000.00	100%
IMPROVEMENTS										
4.	Timber Pier	1	LS	$ 219,900.00	$ 219,900.00	0	1	$ -	$ 219,900.00	100%
5.	Vinyl Bulkhead	336	LF	$ 640.00	$ 215,040.00	0	336	$ -	$ 215,040.00	100%
6.	Fish Cleaning Station	1	LS	$ 8,000.00	$ 8,000.00	0	1	$ -	$ 8,000.00	100%
7.	Bulkhead Cap	1,100	SF	$ 26.00	$ 28,600.00	0	1,100	$ -	$ 28,600.00	100%
8.	Concrete Sidewalk	590	SF	$ 12.00	$ 7,080.00	0	590	$ -	$ 7,080.00	100%
9.	ADA Parking	340	SF	$ 40.00	$ 13,600.00	0	340	$ -	$ 13,600.00	100%
10.	Curb Stop	1	EA	$ 300.00	$ 300.00	0	1	$ -	$ 300.00	100%
11.	ADA Parking Sign	1	EA	$ 200.00	$ 200.00	0	1	$ -	$ 200.00	100%
12.	ADA Striping	1	LS	$ 5,000.00	$ 5,000.00	0	1	$ -	$ 5,000.00	100%
13.	Water Main (1" Sch 40)	320	LF	$ 39.00	$ 12,480.00	0	320	$ -	$ 12,480.00	100%
14.	Hose Bib	3	EA	$ 1,000.00	$ 3,000.00	0	3	$ -	$ 3,000.00	100%
15.	Remove & Install New Electrical Panel	1	LS	$ 5,000.00	$ 5,000.00	0	1	$ -	$ 5,000.00	100%
16.	Pier Conduit & Wire	1	LS	$ 13,000.00	$ 13,000.00	0	1	$ -	$ 13,000.00	100%
17.	Fishing Light (Green LED)	6	EA	$ 2,000.00	$ 12,000.00	0	6	$ -	$ 12,000.00	100%
SUBTOTAL IMPROVEMENTS					$ 543,200.00			$ -	$ 543,200.00	100%
TOTAL BASE BID					$ 591,200.00					
				TOTALS	$ 591,200.00			$ -	$ 591,200.00	100%

Total Work Completed	$ -	$ 591,200.00
Less Retainage	$ -	$ -
Less Previous Invoices	$ -	$ (532,080.00)
Final Payment Due	$ -	$ 59,120.00

Retainage % 10%

I, Matt A. Glaze, hereby certify that improvements for the Bid No. 2024.09 - Calhoun County Bill Sanders Park - Swan Point Bulkhead & Pier Construction have been fully completed in accordance with the Contract Documents.

Matt A. Glaze, P.E.
Urban Engineering



CERTIFICATE OF FINAL COMPLETION

DATE OF ISSUANCE: March 28, 2025

OWNER:	Calhoun County
CONTRACTOR:	Shirley & Sons Construction Co., Inc.
CONTRACT DATE:	November 27, 2024
CONTRACT AMOUNT:	$591,200.00
CONTRACT:	Construction of 276 feet of vinyl bulkhead and a 233-foot timber fishing pier at the Bill Sanders Park - Swan Point in Seadrift, Texas.
PROJECT:	Bid No. 2024.09 - Calhoun County Bill Sanders Park - Swan Point Bulkhead & Pier Construction

OWNER's CONTRACT NO: Bid No. 2024.09 ENGINEER's PROJECT NO.: E25470.00

This Certificate of Final Completion applies to all Work under the Contract Documents.

The Work to which this certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR and ENGINEER, and that the Work is hereby declared to be complete in accordance with the Contract Documents on

March 26, 2025
DATE OF FINAL COMPLETION

Executed by ENGINEER on March 28, 2025.
(Date)

STATE OF TEXAS
MATT A. GLAZE
99253
LICENSED
PROFESSIONAL ENGINEER

URBAN ENGINEERING
(ENGINEER)

By: _____ PE
(Authorized Signature)

CONTRACTOR accepts this Certificate of Final Completion on March 31, 2025.
(Date)

SHIRLEY & SONS CONSTRUCTION CO., INC.
(CONTRACTOR)

By: _____
(Authorized Signature)

OWNER accepts this Certificate of Final Completion on 4-30, 2025.
(Date)

CALHOUN COUNTY
(OWNER)

By: _____
(Authorized Signature)

Bond No. HSHNSU0864019

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

PROJECT: Bid No. 2024.09 - Calhoun County Bill Sanders Park - Swan Point Bulkhead & Pier Construction

OWNER: Calhoun County

CONTRACTOR: Shirley & Sons Construction Co., Inc.

CONTRACT DATE: November 27, 2024

In accordance with the provisions of the Contract between the OWNER and the CONTRACTOR as indicated above, Harco National Insurance Company, SURETY COMPANY, on bond of CONTRACTOR, hereby approves of the final payment to the CONTRACTOR, and agrees that final payment to the CONTRACTOR shall not relieve the SURETY COMPANY of any of its obligations to OWNER as set forth in the said SURETY COMPANY's bond.

IN WITNESS WHEREOF, the SURETY COMPANY has hereunto set its hand this 31st day of March, 2025.

ATTEST:

Harco National Insurance Company
SURETY COMPANY

J. Oshman, Surety Witness

Signature of Authorized Representative

James N. Berry, Attorney-In-Fact
Title

(SEAL)

POWER OF ATTORNEY

Bond # HSHNSU0864019

HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

JAMES N. BERRY

Houston, TX

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-In-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, 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."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2024

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1984 NEW JERSEY

STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook

HARCO NATIONAL INSURANCE COMPANY CORPORATE SEAL 1984 ILLINOIS

Michael F. Zurcher
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2024, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

CATHY CRUZ NOTARY PUBLIC STATE OF NEW JERSEY

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2029

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, March 31, 2025

A02198

Irene Martins, Assistant Secretary

FINAL WAIVER OF LIEN RIGHTS

FROM: Shirley & Sons Construction Co., Inc. (Contractor)

TO: Calhoun County (Owner)

PROJECT: Bid No. 2024.09 - Calhoun County Bill Sanders Park - Swan Point Bulkhead & Pier Construction

1. The undersigned does hereby waive, release, and surrender any claim, lien, or right of lien resulting from labor, skill, and/or materials, subcontract work, equipment, or other work, rent services, or supplies, heretobefore furnished in and for the construction improvement, alteration or additions to the above-described project prior to the date hereof.

2. The undersigned further states that "Pay Estimate No. 4 Final" attached hereto, as it relates to construction costs payable pursuant to its construction contract with Calhoun County is accurate as of the date hereof and that there are no mechanics' or materialmen's liens outstanding at the date of this Waiver. All due and payable bills with respect to the work performed by CONTRACTOR have been paid to date or are included in the amount requested in the attached Final Pay Estimate and there is no known basis for the filing of any mechanics' or materialmen's liens against the land or improvements of the OWNER; and waivers from all subcontractors and materialmen of subcontractor for work done and materials furnished have been obtained in such form as to constitute an effective waiver of all such liens under the laws of the State of Texas.

3. This Waiver of Lien Rights:

   a. is given to secure payment for the work under the CONTRACTOR's construction contract in the amount of $591,200.00 as indicated in the attached Pay Estimate No. 4 Final;

   b. will be fully effective upon receipt of said payment in full.

4. In further consideration of the payment as above set forth, and to induce the OWNER to make said payment, the undersigned agrees to defend and hold harmless the OWNER, Calhoun County, OWNER's lender, and/or any principal or surety from any claims hereinafter made by the undersigned and/or its employees, agents, servants, or assigns of such parties against the project.

5. The undersigned further states that upon receipt of the amount specified in Section 3(a) above, CONTRACTOR will have been fully paid for all sums due from OWNER under the construction contract and due from and after such receipt CONTRACTOR shall have no right or claim to any further payment from OWNER for any materials furnished or work performed by CONTRACTOR or by any person or entity claiming by, through, or under CONTRACTOR.

6. It is acknowledged that the designation of the above project constitutes an adequate description of the property and improvements for the purposes of this instrument.

Dated this 31 day of March, 2025.

Shirley & Sons Construction Co., Inc.

(Signature)

By: Ronald R. Shirley II

Title: President

STATE OF Texas §
§
COUNTY OF Liberty §

The foregoing Final Waiver of Lien Rights was subscribed and sworn to me this 31 day of March, 2025, by Ronald Shirley, as President of Shirley & Sons Construction Co., Inc.

WITNESS MY HAND AND OFFICIAL SEAL.

LAURA C. LEONARD
NOTARY PUBLIC
ID# 10831264
State of Texas
Comm. Exp. 04-17-2025

Laura C. Leonard
Notary Public Signature

LAURA C. LEONARD
Printed Name

4-17-2025
Commission Expires

AFFIDAVIT OF ALL BILLS PAID

THE STATE OF Texas

COUNTY OF Liberty

Ronald Shirley personally appeared before the undersigned authority on this day and, having been duly sworn, states under oath that he/she is a duly authorized representative of the Contractor, Shirley & Sons Construction Co., Inc., and that the Contract for the **Bid No. 2024.09 - Calhoun County Bill Sanders Park - Swan Point Bulkhead & Pier Construction** has been fully completed and that all bills of the subcontractors for labor, materials and equipment, and supplies furnished in connection with this Project have been fully paid.

Signature

Ronald Shirley
Typed Name

President
Title

Sworn to and subscribed before me this 31 day of March, 2025.

Laura C. Leonard
Notary Signature

LAURA C. LEONARD
NOTARY PUBLIC
ID# 10831264
State of Texas
Comm. Exp. 04-17-2025

Laura C. Leonard
Printed Name

In and for the State of Texas

4-17-2025
Commission Expires

GUARANTEE

KNOW ALL MEN BY THESE PRESENTS: That we, Shirley & Sons Construction Co., Inc. ("CONTRACTOR"), of the City of Cleveland, County of Liberty, and State of Texas, as CONTRACTOR for the Bid No. 2024.09 - Calhoun County Bill Sanders Park - Swan Point Bulkhead & Pier Construction, jointly and severally represent, warrant, and guarantee as follows:

1. That all of the work ("Work") contemplated by that certain Contract dated November 27, 2024, between Calhoun County ("OWNER") and Shirley & Sons Construction Co., Inc. (the undersigned CONTRACTOR) has been completed in accordance with the plans, specifications, and change orders referred to therein.

2. That all Work is free from faulty material in every particular throughout.

3. That all Work is free from improper workmanship throughout.

4. That all Work is guaranteed against unusual damage from proper and usual wear.

5. That CONTRACTOR will replace and/or re-execute, without cost to the OWNER such work as may be found to be defective or not completed in accordance with Contract Documents and Modifications, and will make good all damages caused to other work or materials as a result of such defective work or its required replacement or re-execution.

6. That CONTRACTOR agrees to replace and/or re-execute defective or improperly completed work for maintenance and all other purposes found within one (1) year after the date of final and unconditional acceptance of the Work by OWNER as evidenced by OWNER's Certificate of Acceptance of Work and/or the date of OWNER'S written acceptance of Work.

7. That CONTRACTOR agrees in the event that CONTRACTOR attempts to replace and/or re-execute defective or improperly completed work during the initial one (1) year period of this Guarantee, but CONTRACTOR does not properly replace and/or re-execute such defective or improperly completed work, then the Guarantee period may be extended by OWNER at its sole option for an additional period necessary for proper replacement and/or re-execution of the Work by the CONTRACTOR within the terms of this Guarantee.

8. That CONTRACTOR agrees the one (1) year period of this Guarantee will not limit OWNER's other rights under common law to have defects remedied when discovered after one (1) year.

9. That notice of defective or improperly completed work shall be made in writing by certified or registered mail, return receipt requested, and addressed as follows:

OWNER: Calhoun County
Calhoun County Courthouse
211 S. Ann Street, Suite 301
Port Lavaca, Texas 77979

CONTRACTOR: Shirley & Sons Construction Co., Inc.
P.O. Box 429
Cleveland, Texas 77328

EXECUTED on this the 31 day of March, 2025.

Shirley & Sons Construction Co., Inc.

(Signature)

By: Ronald R. Shirley II

Title: President

13

13. Consider and take necessary action to renew service agreement with Republic Services for Recycle Services for Calhoun County Waste Management and allow Commissioner Ronald Best to sign any and all paperwork. (RB)

    Pass

14

14. Consider and take necessary action to renew service agreement with Republic Services for Waste Services for Calhoun County Waste Management and allow Commissioner Ronald Best to sign any and all paperwork. (RB)

    Pass

15

15. Consider and take necessary action to cancel the Invitation to Bid for Calhoun County Bill Sanders Park – Swan Point Pavilion, Bid Number 2025.05. The Invitation to Bid is being canceled due to all the bids received being over the allocated amount of funds from the Matagorda Bay Mitigation Trust. (GDR)

    pass

Debbie Vickery

From: demi.cabrera@calhouncotx.org (demi.cabrera) <demi.cabrera@calhouncotx.org>
Sent: Wednesday, April 23, 2025 12:26 PM
To: Debbie.Vickery@calhouncotx.org
Cc: Gary.Reese@calhouncotx.org; april.townsend@calhouncotx.org
Subject: Agenda Item - Commissioner's Court 4/30/2025

Hi Debbie,

Can you please place the item below on the agenda for Commissioners Court, April 30, 2025 for Commissioner Reese:

- Consider and take necessary action to cancel the Invitation to Bid for Calhoun County Bill Sanders Park – Swan Point Pavilion, Bid Number 2025.05. The Invitation to Bid is being canceled due to all the bids received being over the allocated amount of funds from the Matagorda Bay Mitigation Trust.

As soon, as I have the backup I will bring you copies.

Thank you ☺

Demi Cabrera
Calhoun County
Assistant Auditor
361-553-4613
361-553-4614 (fax)

Calhoun County Texas

16

16. Consider and take necessary action to approve a 36-month contract agreement with Nextraq LLC. (dba Michelin Connected Fleet) for seven telematics locator devices for Precinct 3 vehicles and authorize Commissioner Behrens to sign all necessary documents. (JMB)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Joel Behrens, Commissioner Pct 3
SECONDER:	Gary Reese, Commissioner Pct 4
AYES:	Judge Lyssy, Commissioner Hall, Behrens, Reese

Joel Behrens
Calhoun County Commissioner, Precinct 3

24627 State Hwy. 172~Olivia, Port Lavaca, Texas 77979 ~ Office (361) 893-5346 ~ Fax (361) 893-5309
Email: joel.behrens@calhouncotx.org

Honorable Vernon Lyssy
Calhoun County Judge
211 S. Ann
Port Lavaca, TX 77979

RE: Agenda Item

Dear Judge Lyssy:

Please place the following item on the Commissioner's Court Agenda for April 30, 2025.

Consider and take necessary action to approve a 36 month contract agreement with Nextraq LLC. (dba Michelin Connected Fleet) for seven telematics locator devices for Precinct 3 vehicles and authorize Commissioner Behrens to sign all necessary documents.

Sincerely,

Joel M Behrens

Joel Behrens
Commissioner Pct. 3

Docusign Envelope ID: 32495DD5-849B-465D-B80F-1CFE47E70015

MICHELIN Connected Fleet Telematics Order Form

Contracting Company:	Calhoun County
Address:	211 South Ann Street
City:	Port Lavaca
State:	Texas
Country:	United States
ZIP / Postal Code:	77979
Main Telephone:	3619202173
Federal EIN/TIN:	
State Taxation ID:	
MICHELIN Connected Fleet Representative:	Daniel Dukes
PO Required?:	
PO Number:	
Contract Number:	A-006bI00000Gv19XQAR
No of Telematic Solutions:	7
Contract Term	36

Order Date :	04/11/2025

https://connectedfleet.michelin.com/

mcfna.orders@michelin.com

The following has been prepared for ***Joel Behrens***, **Commissioner** of **Calhoun County**.
Please be advised all fees and charges below are stated in **USD**.

Payment Profile

Your first payment of **91.00 USD**, equivalent to the first **1 months** of Equipment rental and Telematic Services subscription, plus upfront fees as listed below will be due on **06/01/2025**.
Followed by **Monthly** payments of **91.00 USD**.
The Contract Term will be **36 months** commencing on **06/01/2025** .

Docusign Envelope ID: 32495DD5-849B-466D-B80F-1CFE47E70015

MICHELIN Connected Fleet Telematics Order Form

Telematics Services

Quantity	Line Item
7	Connected Fleet Starter
7	Technical Validation

Monthly Service Fee : 91.00

Equipment

Quantity	Line Item
7	M400 *

Equipment Total

One Off : 0.00

Install

Quantity	Line Item
7	Installation, Training & Customer Service

Install Total

0.00

Docusign Envelope ID: 32495DD5-849B-465D-B80F-1CFE47E70015

MICHELIN Connected Fleet Telematics Order Form

Key Order Terms

Please see below order terms and conditions as of: **04/11/2025**

Payment Terms and Duration:

The initial payment for the Equipment rental, Telematics Services, installation or activation and Professional Services is due at the commencement date of the Contract Term. The Monthly Service Fees (for the Equipment rental and provision of the Telematics Services) are due and payable thereafter monthly in advance. The Contract Term commences on the date mentioned above in this Order.

Payment for any other items ordered is due and payable within 25 days of the invoicing date.

MICHELIN Connected Fleet will invoice the Customer for all items ordered pursuant to this Order and may take payments either by direct debit or credit card to which the Customer consents. The Monthly Service Fee may be increased if there due to various and specific federal, state, provincial, and/or local taxes or surcharges and annually in accordance with MICHELIN Connected Fleet's Terms of Trade.

All pricing information on this Order excludes VAT to be added at the prevailing rate. This Contract comprising this Order and MICHELIN Connected Fleet's Terms of Trade will continue after expiry of the Contract Term at the Monthly Service Fee stated above unless terminated in accordance with the provisions of MICHELIN Connected Fleet's Terms of Trade.

Delivery, Installation and Warranty:

The Equipment is provided to the Customer on a rental basis only and no ownership of title shall pass from MICHELIN Connected Fleet to the Customer under this Contract. The Customer is responsible for keeping the Equipment in good condition and for de-fitting and returning them back to MICHELIN Connected Fleet on termination of this Contract. MICHELIN Connected Fleet will aim to dispatch the ordered Equipment to the locations confirmed by the Customer within 10 Working Days of confirmation of the delivery address(es) in accordance with MICHELIN Connected Fleet's Terms of Trade or, if the Customer does not provide such confirmation within a reasonable period, to the address submitted with the Order within a reasonable period. This delivery time is solely for guidance. It is not an undertaking and cannot give rise to damages in the event of a dispute.

Risk in the Equipment shall pass to the Customer when the Equipment is delivered to the Customer. It is the Customer's sole responsibility to arrange the installation of the Equipment in its vehicles.
Upon receipt of all requested information and a request from the Customer MICHELIN Connected Fleet will install and activate the Equipment in accordance with MICHELIN Connected Fleet's Terms of Trade. MICHELIN Connected Fleet provides a full term warranty for the Equipment, subject to MICHELIN Connected Fleet's Terms of Trade.

MICHELIN Connected Fleet Telematics Order Form

Agreement

This Order constitutes an offer to MICHELIN Connected Fleet, which shall form a binding contract between the Customer and MICHELIN Connected Fleet if accepted. It incorporates MICHELIN Connected Fleet's Terms of Trade and any schedules or other annexes thereto current at the date of signing this Order. MICHELIN Connected Fleet's Terms of Trade are accessible at *https://mcf.michel.in/3A9x5kE* or can be obtained from a MICHELIN Connected Fleet sales representative. The Customer acknowledges and confirms that it has read, understood and accepted MICHELIN Connected Fleet's Terms of Trade and the signatory is legally permitted to sign on behalf of the Customer by its signature below. The Standard Rates are accessible at *https://connectedfleet.michelin.com/hubfs/Standard%20Charges%20for%20In%20Life%20Service.pdf* . They are subject to modification by MICHELIN Connected Fleet from time to time.

Customer	
Name	Joel Behrens
Title	Calhoun County Commissioner
Signature	Signed by: Joel Behrens 320581141E3B45D...
Date (mm/dd/yyyy)	30/4/2025 | 12:15:25 EDT

Accepted on Behalf of MICHELIN Connected Fleet by	
Name	Jannon Siler
Title	VP, Operations
Signature	Signed by: Jannon Siler 1732057CE0FD418...
Date (mm/dd/yyyy)	30/4/2025 | 09:16:37 PDT

MICHELIN Connected Fleet Telematics Order Form

MICHELIN CONNECTED FLEET
Powered by NEXTRAQ

MICHELIN CONNECTED FLEET
Powered by NEXTRAQ

Please complete the form to its entirety and email to orders.mcfna@michelin.com , mcfna.finance@michelin.com or mail to:

Nextraq, LLC
Attn: Finance Department
303 Perimeter Center N
Ste 800
Atlanta, GA 30346

Instructions for Auto Pay

Note: Orders included with this form will be processed upon receipt of form

FOR NEXTRAQ, LLC OFFICIAL USE ONLY

Name (s) of Account Holder(s)

Billing Address of Account Holder(s):

Street:	
City:	State:
Zip Code:	

Banking Routing Number

Banking Account Number

Name and address of Banking/Financial Institution

Name:		
Street Address:		
City:	State:	Zip Code:

Desired Auto Pay Date:
IMPORTANT: Please enter a date between the 3rd and 23rd of the month to avoid late penalties.
Your autopay will be initiated on this date:

MM	DD	YY

ACH authorization statement for the Auto Pay Instructions: By signing, I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify NexTraq, LLC in writing of any changes in my account information or termination of this authorization at least 15 calendar days prior to the next billing date. In the case of an ACH Transaction being rejected for providing incorrect account information or Non-Sufficient Funds (NSF), I understand NexTraq, LLC may at its discretion attempt to process the charge again within 30 days and agree to an additional charge for each rejected attempt which will be initiated as a separate transaction from the authorized recurring payment. I certify that I am an authorized user of this bank account.

Past due invoices are subject to late charges and deactivations. Any billing or payment questions/disputes must be received within 30 days of invoice date

Signature(s)
Date

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

NEXTRAQ LLC

2 Business name/disregarded entity name, if different from above.

MICHELIN CONNECTED FLEET POWERED BY NEXTRAQ

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) C

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

305 PERIMETER CENTER NORTH, STE 800

Requester's name and address (optional)

6 City, state, and ZIP code

ATLANTA , GA 30346

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

5	8	–	2	5	4	5	5	5	4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** Kelly Campbell **Date** 01/08/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1301254

Date Filed:
04/28/2025

Date Acknowledged:
4/28/25 DV

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Michelin Connected Fleet
Atlanta, GA United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
A-006bl00000Gv19XQAR
Fleet Management Hardware and Software

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

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Carl Leitz, and my date of birth is [redacted].

My address is [redacted]
(street) (city) (state) (zip code) (country)

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

Executed in Fulton County, State of Georgia, on the 28 day of April (month), 2025 (year).

Signature of authorized agent of contracting business entity
(Declarant)

17

17. Consider and take necessary action to award the bid for Bid Number 2025.06 – AWOS Installation Project for 24AWPTLAV Calhoun County Airport, Port Lavaca, Texas. Bid opening was held on Thursday, April 10, 2025. (RB)

Demi recommended the court award the bid to Meso Tech International.

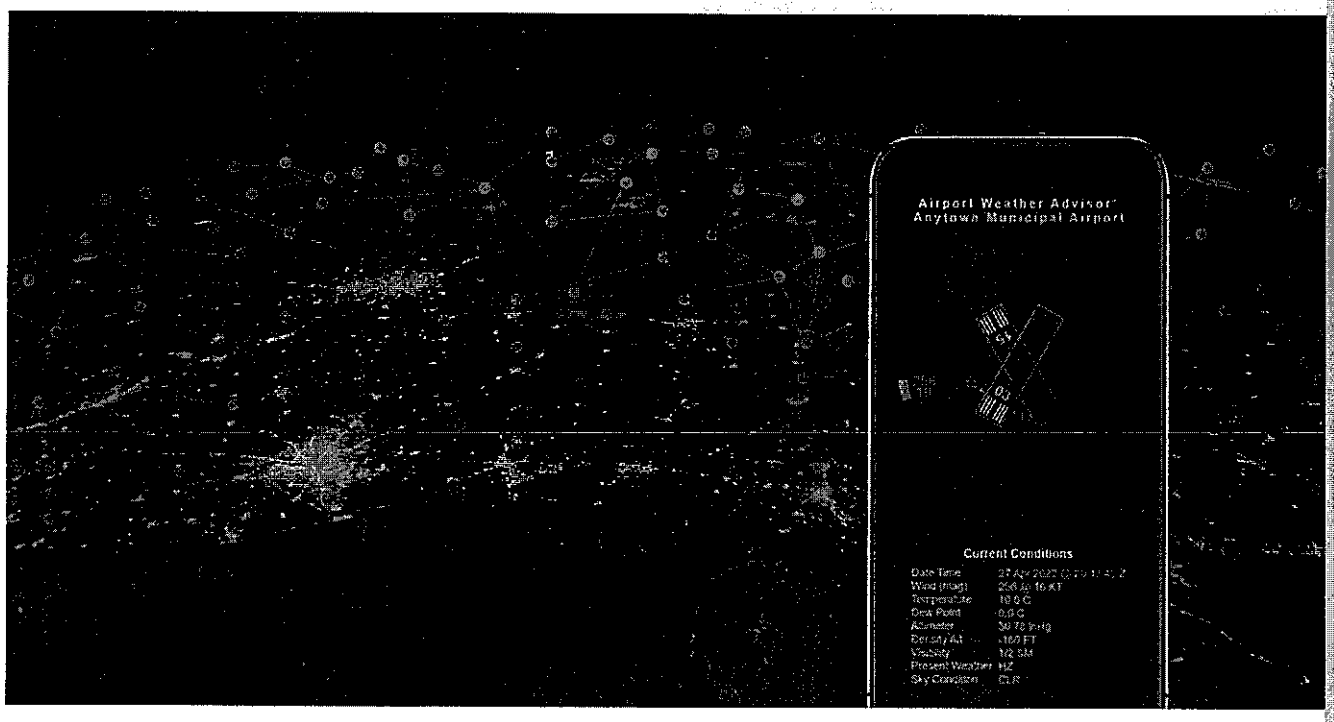
RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Vern Lyssy, County Judge
SECONDER:	Gary Reese, Commissioner Pct 4
AYES:	Judge Lyssy, Commissioner Hall, Behrens, Reese

MESOTECH
INTERNATIONAL

Calhoun County Airport

Automated Weather Observation System (AWOS)

TxDOT CSJ/Project No.: 24AWPTLAV



Presented to: THE STATE OF TEXAS COUNTY OF CALHOUN

Presented by: MESOTECH INTERNATIONAL

March 2025

Calhoun County,

Thank you for the opportunity to submit our proposal for the Automated Weather Observation System equipment and installation project (TxDOT CSJ/Project No.: 24AWPTLAV). We are pleased to provide all requested documentation for your review.

We appreciate the opportunity to submit our proposal for the AWOS replacement project. However, we want to highlight a key concern regarding the RFQ's pricing structure. The requirement to replace the AWOS in the existing location while also considering potential re-siting introduces significant cost variability, particularly due to the civil construction required for new foundations and electrical infrastructure.

Given the uncertainty regarding FAA site approval, our proposal is based on the AWOS maintaining its current location. While we accept the terms of this specification, should relocation become necessary, we would request a formal contract amendment to address the additional costs involved. For more comprehensive pricing accuracy, we recommend that future RFQs include AWOS re-siting as an alternate bid item.

Mesotech combines military-grade expertise with cutting-edge civilian solutions. While FAA-certified in 2021, we have over 30 years of experience manufacturing and supporting AWOS for the Department of Defense worldwide.

Our cloud-based systems and military-proven support have driven rapid civilian adoption, now serving 13 Texas airports and hundreds globally. We encourage you to speak with our clients about their experience. From installation to long-term support, we ensure reliable performance for decades.

We look forward to the opportunity to partner with you and the team at the Calhoun County Airport on this important project.

Best Regards,

Andrew Kuchel
Chief Strategy Officer
Mesotech International
akuchel@mesotech.com
510-579-6035

Proprietary. Copyright © 2025 Mesotech International, Inc. All rights reserved

Contract Documents and Specifications for AWOS Installation Project For 24AWPTLAV Calhoun County Airport Port Lavaca, Texas

BID NUMBER: 2025.06

SEALED BIDS ARE DUE UNTIL:
2:00:00PM, Thursday, April 10, 2025

AT THE OFFICE OF:
Honorable Vern L. Lyssy
Calhoun County Judge
Calhoun County Courthouse
211 South Ann Street
3rd Floor, Suite 301
Port Lavaca, Texas 77979

Public Opening of the Bids will be conducted immediately after the closing of the 2:00:00 PM deadline, Thursday, April 10, 2025 in the County Judge's office, Calhoun County Courthouse, 211 South Ann Street, 3rd Floor, Suite 301, Port Lavaca, Texas 77979.

Bids will be considered for award at a future meeting of the Calhoun County Commissioners Court. Award information will be sent to all vendors that submitted a Bid and, as time permits, will be posted on the County's website (www.calhouncotx.org) under Public Notices, Bid Notices and Results, Results, 2025.

BID

Project Description: Siting, licensing and installation of Automated Weather Observation Systems III with Present Weather Sensor and Thunderstrike Alert.

Bid by: Name of Bidder: Mesotech International, Inc.
Address: 2731 Citrus Road, Suite D Rancho Cordova, CA 95742-6303
Telephone: (916) 368-2020 Fax: _____
E-mail Address: sales@mesotech.com

Pursuant to the foregoing Instruction to Bidders, the undersigned bidder having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all the conditions surrounding the construction of the project hereby proposes to furnish all necessary superintendence, labor, machinery, equipment, tools, materials and supplies to complete all the work upon which is bid in accordance with the contract documents, within the time set forth and at the prices stated below:

			Base Bid: Replace in Existing Location		
Item	**Qty**	**Unit**	**Description** **Written & Numeric <u>Unit Price</u>**	**Unit Price**	**Total Price**
1	1	LS	Remove existing equipment and replace in current location, AWOS III including present weather sensor, with a self-supporting tower installed complete in place according to specification. Ninety-three thousand seven hundred eighty dollars Zero cents	$ 93,780	$ 93,780
2	1	LS	NADIN/WMSCR Interface Equipment with one year of NADIN connection service. Nine hundred twenty. dollars Zero cents	$ 920	$ 920
3	1	LS	One year of AWOS maintenance that meets the requirements of FAA AC No. 150/5220-16 (latest revision) Four thousand five hundred. dollars Zero cents	$ 4,500	$ 4,500

Total Base Bid $ 99,200

Item	Qty	Unit	Alternate Base Bid: Replace and Relocate Description Written & Numeric Unit Price	Unit Price	Total Price
1	1	LS	Remove existing equipment and relocate and install AWOS III including present weather sensor with self-supporting tower installed complete in place including site selection, site approval by TxDOT and FAA, and acquisition of FCC licensing, according to specification. Bidders shall account for all necessary expenses and effort related to site preparation to obtain a commissioned AWOS. Two hundred eighteen thousand. dollars Zero cents	$ 218,000	$ 218,000
2	1	LS	NADIN/WMSCR Interface Equipment with one year of NADIN connection service. Nine hundred twenty. dollars Zero cents	$ 920	$ 920
3	1	LS	One year of AWOS maintenance that meets the requirements of FAA AC No. 150/5220-16 (latest revision) Four thousand five hundred. dollars Zero cents	$ 4,500	$ 4,500

Total Alternate Base Bid $ 223,420

Additive Alternate Bid 1-2 **Items below should be bid with the option to award depending on the availability of funds**					
Item	**Qty**	**Unit**	**Description** **Written & Numeric Unit Price**	**Unit Price**	**Total Price**
A1	1	EA	Thunder Strike Alert Twenty-one thousand nine hundred. dollars Zero cents	$ 21,900	$ 21,900
A2	1	EA	Upgrade to Ultra Sonic Wind Sensor Four thousand. dollars Zero cents	$ 4,000	$ 4,000

Total Bid $ 125,100

It is understood the quantities of work to be done at unit prices are approximate and are intended for bidding purposes only. Amounts are to be shown in both words and numbers. In case of discrepancy the unit price amount shown in words shall govern. Bidders shall bid on the Base Bid, **Alternate Base Bid,** and Additive Alternate 1. Bidders may bid on Alternate Number 2.

The Owner reserves the right to award to the lowest responsible bidder and for any combination of the base bid and alternates in order to obtain the best value for the Owner per Texas Local Government Code Section 252.043, Texas Government Code Section 2156.007 (d), or Texas Government Code Sections 2269.055 and 2269.056, to the extent the referenced statute is applicable to this project. Funding availability will be considered in selecting the bid award.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" for installation of the equipment. Following issuance of the written "Notice to Proceed" for installation, installation shall be completed within 90 calendar days thereafter (does not include TxDOT, FCC and FAA review time). Bidder further agrees to pay as liquidated damages the sum of $200.00 for each consecutive calendar day to complete the work beyond the allotted time or as extended by an approved change Order.

Bidder understands the Owner reserves the right to reject any irregular bid and the right to waive technicalities if such waiver is in the best interest of the Owner and conforms to State and local laws and ordinances pertaining to the letting of construction contracts. The bidder agrees this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of the written "Notice of Award", the bidder will execute the formal contract agreement within 14 days and deliver a surety bond or bonds as required under the contract documents. The bid security attached in the sum of 2% of the total bid price $2,500 is not executed as set forth in the contract documents as liquidated damages for the delay and additional expense caused thereby.

By submission of a bid under this solicitation, bidder certifies the only persons or parties interested in this bid are those named, and the bidder has not directly or indirectly participated in collusion, entered into an agreement or otherwise taken any action in restraint of free competitive bidding in connection with the project.

Signature	Chief Financial Officer Title
Chris Devine Printed Name	(916) 368-2020 Phone
2731 Citrus Road, Suite D Mailing Address	Rancho Cordova, CA 95742-6303 City, State, Zip Code

Addendum:

The undersigned Bidder certifies that he has acknowledged the addendum(s) to the contract as indicated below.

Addendum No.: #1 dated: 4/1/25

Addendum No.: _____ dated: _____

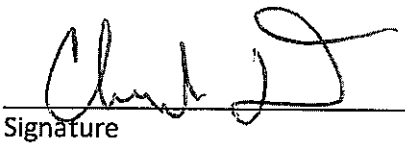
Addendum No.: _____ dated: _____

Qualification Acknowledgment:

The undersigned Bidder has enclosed the bidder's qualifications per General Provision 20-02, Prequalification of Bidders.

✓ I have enclosed qualification statements.

Qualification Acknowledgment Signature:



Signature

Chief Financial Officer

Title

2731 Citrus Road, Suite D

Mailing Address

Rancho Cordova, CA 95742-6303

City, State, Zip Code

Insert Evidence of Competency

MESOTECH INTERNATIONAL

Calhoun County Airport; Automated Weather Observation Systems (AWOS)

TxDOT CSJ/Project No.: 24AWPTLAV

Proprietary Copyright © 2025 Mesotech International, Inc. All rights reserved.

EVIDENCE OF COMPETENCY CONTENTS

EVIDENCE OF COMPETENCY CONTENTS 3

EXECUTIVE SUMMARY 4

SCOPE OF WORK 5

MESOTECH TEAM 6

METHODOLOGY AND APPROACH 6

PREMIUM SUPPORT PLAN 11

EVIDENCE OF FINANCIAL RESPONSIBILITY 12

CONCLUSION 12

Proprietary. Copyright © 2025 Mesotech International, Inc. All rights reserved

EXECUTIVE SUMMARY

Mesotech International: Advanced Aviation Weather Solutions — End-to-End Delivery

Mesotech has evolved from supplying specialized meteorological stations to industry into a global leader in aviation weather monitoring systems. Over three decades, we've expanded to serve hundreds of aviation customers worldwide while maintaining the personalized service that built our reputation. **We partner with local Texas Small Businesses, like Texas AWOS Services, for ongoing maintenance - supporting local jobs.**



Our track record speaks volumes: Mesotech weather systems operate on all seven continents, including Antarctica, and have served as the prime contractor to the US Department of Defense military aviation weather program at over 300 sites for more than 25 years. While we maintain the agility of a focused company, we consistently deliver results that rival industry giants.

Our Airport Weather Advisor® system is FAA Type Certified and available in ICAO and WMO-compliant versions making it ideal for military and civilian airports worldwide.

At Mesotech, we differentiate ourselves through personalized service and rapid response. Our help desk is staffed exclusively by experienced engineers and technicians who currently monitor and support civilian and military airfields worldwide. When you contact us, you'll speak directly with technical experts who can provide immediate solutions - no automated systems, no lengthy queues, just direct access to the expertise you need.

Our ability to deliver responsive, knowledgeable support sets us apart from larger corporations. This commitment to personalized service, combined with our technical capabilities, enables us to resolve issues quickly and efficiently, minimizing any impact on your operations.

Proprietary. Copyright © 2025 Mesotech International, Inc. All rights reserved

SCOPE OF WORK

This proposal outlines a turnkey installation of a Mesotech Airport Weather Advisor® (AWA®) AWOS IIIP/T. Engineered from our AN/FMQ-23 weather systems developed for the U.S. Air Force and Department of Defense, the AWA® retains the same proven technology while being adapted for commercial applications.

Equipment Specifications

The Mesotech Airport Weather Advisor® (AWA®) AWOS IIIP/T is a fully FAA Type-Certified system that meets or exceeds all requirements specified in FAA AC 150/5220-16 (latest revision). This advanced system is specifically engineered for simplified maintenance and minimal downtime. Key features include::

- Scalable, future-proof design
- Seamlessly integrate with existing civil infrastructure
- Deliver reliable performance in demanding environments
- Allow cloud-based, proactive health monitoring
- Connectorized, plug-and-play architecture for simplified maintenance
- Test Equipment: The airport's designated technician owns and maintains the necessary test equipment for AWOS maintenance. As a result, additional test equipment specified in section 6.1.6 is not required and is not included in this proposal.

Digital Access and Integration

AWA® provides a dedicated, customized **AWOS Live** website for each installation. This digital platform delivers:

- Real-time weather conditions
- FAA-Certified METAR reports: VHF broadcast, telephone, local display, and FAA's network via NADIN
- Nearby observation data
- *Optional* weather camera visual feed and FAA Weather Camera program integration.

Project Services & Deliverables

Comprehensive Project Management

- Dedicated Customer Success Coordinator
- Complete airport and stakeholder coordination
- Site assessment and implementation planning
- Full system installation and testing

Regulatory Compliance

- FAA coordination and approvals • Site Approval (7460-1) • Letter of Verification Authority • Operations and Maintenance Manual (OMM) • Additional coordination as required
- FCC licensing and compliance • Inspection and documentation • License application and modifications

Implementation Services

- System installation and testing
- Airport staff training
- FAA system acceptance support
- Full FAA commissioning services

One-Year Package Including:

- Complete system warranty
- Technical Support and Maintenance
- NADIN connection service
- AWOS Live Premium Support • SMS alerts • Email notifications • Technical support• Knowledge base Access

Proprietary. Copyright © 2025 Mesotech International, Inc. All rights reserved

MESOTECH TEAM

Our experienced team is dedicated to your success, delivering personalized support every step of the way.

Customer Success Coordinator	Joseph Andrews
Sales Manager	Tanner Landon
Production Manager	Dawn Hillis
AWOS Engineer	Tyler Slavich
Installation Technician	Keegan Martin
Installation Support	Texas AWOS Services / Zack Taylor

METHODOLOGY AND APPROACH

Communication and Reporting

Our standardized kick-off meeting is led by your *Mesotech Customer Success Coordinator* and involves our engineers, installers and sales teams to ensure we build your system to your needs, and we address the following areas from the start and throughout the project:

- Points of Contact and Automated support notification preferences
- Additional options – Weather Cameras, Loaner Programs, Enhanced Support, etc.
- Shipping and Installation logistics and timing
- System Compatibility Check: power, communications, VHF systems, frequencies, and licenses
- Regular updates throughout on progress, milestones, and any pertinent issues.

FAA Certification and Compliance

AWOS III P/T FAA Certification: We currently hold FAA type-certification for our full line of non-fed AWOS, including AWOS III P/T.

Buy America Preference: The full line of Mesotech non-fed AWOS meet Buy America Requirements.

Proprietary. Copyright © 2025 Mesotech International, Inc. All rights reserved

Compliance and Documentation

- Regulatory Compliance: We will ensure strict adherence to all FAA regulations and guidelines throughout the project lifecycle.
- Documentation Preparation: Our team will meticulously prepare the required documentation and coordination with the FAA and FCC as required.
- Documentation Management: All relevant documentation, including certifications, agreements, manuals, reports, and monitoring logs, will be meticulously managed and provided as required.

Manufacturing Excellence

Production Standards

Our ISO 9001:2015 certified manufacturing facility maintains rigorous quality controls throughout the production process. Each component is manufactured to exact specifications using state-of-the-art equipment and processes.

Expert Assembly

Dedicated teams of certified technicians handle system assembly, ensuring precise integration of all components. Our systematic approach guarantees consistent quality across every build.

Quality Assurance

Our comprehensive QA program includes:

- Multi-stage testing protocols
- Performance validation
- Environmental stress testing
- Full system certification
- Documentation and traceability

Each system undergoes thorough testing and verification before shipment, ensuring reliable performance upon installation.

Proprietary. Copyright © 2025 Mesotech International, Inc. All rights reserved.

Equipment and System Installation

Certified Configuration

Our FAA Type-Certified AWOS configuration ensures reliable performance through proven system architecture and components. Each installation follows rigorous FAA standards while being optimized for site-specific requirements.

Turnkey Implementation Mesotech provides:

- Complete equipment package
- All installation materials and components
- Specialized installation tools and equipment
- Professional installation team
- Full system integration
- Site-specific customization

Comprehensive Testing

Protocol Before FAA commissioning, each installation undergoes:

- Component-level verification
- System integration testing
- Performance validation
- Environmental testing
- Communication systems verification
- Data accuracy confirmation
- Full operational testing

Our rigorous testing protocol and turnkey approach ensure a seamless installation that meets or exceeds all owner and regulatory requirements.

Maintenance Services

First-Year Maintenance Program

Your system includes one year of comprehensive maintenance through our trusted local partner, Texas AWOS Services. This ensures:

- Rapid response to service needs
- Regular preventive maintenance
- Local technical support
- Optimal system performance

Proprietary. Copyright © 2025 Mesotech International, Inc. All rights reserved

Flexible Maintenance Options

FAA certification requires tri-annual maintenance inspections. We support your choice of maintenance providers through:

- Partnerships with qualified local service providers
- Access to independent FAA-certified technicians
- Freedom to select your preferred maintenance partner
- Full documentation and training for your chosen provider

Our open maintenance model empowers airports to make cost-effective decisions while maintaining the highest service standards. We can provide recommendations for FAA-certified technicians in your area upon request.

Warranty Coverage

Our comprehensive one-year warranty includes:

- Complete system components and installation
- Remote troubleshooting and technical support
- Software updates and maintenance
- System performance monitoring and automated notifications
- Premium Support response time guarantees

The warranty period begins upon successful FAA commissioning, ensuring full coverage through your first year of operation.

FAA Commissioning Process

Mesotech manages the complete FAA commissioning process, working in close coordination with the FAA and your designated technician of record. Our comprehensive commissioning protocol includes:

- Full system inspection and testing
- Verification of all major components
- Validation of operating parameters
- Compliance confirmation with FAA Advisory Circular AC 150/5220-16E
- Final documentation and certification
- System activation for legal transmission

Upon successful completion of all commissioning requirements, your AWOS system will be fully certified for operational use and authorized for weather data transmission.

Proprietary. Copyright © 2025 Mesotech International, Inc. All rights reserved.

Training

On-Site Training Program

Mesotech provides comprehensive on-site training for your designated personnel, ensuring thorough understanding of system operation and maintenance procedures. Our hands-on approach develops practical skills and operational confidence.

Maintainer Certification Process

The Airport Weather Advisor® (AWA) certification program includes:

Two-phase virtual training sessions focused on system operations and maintenance protocols, followed by a comprehensive assessment. Certification is achieved through successful completion of a multiple-choice examination and demonstration of practical competency during on-site evaluation.

AWOS Live: Transforming Weather System Operations

Our innovative AWOS Live platform leverages secure cloud technology to revolutionize AWOS management. This advanced system provides:

- Real-time system monitoring
- Proactive maintenance alerts
- Remote diagnostic capabilities
- Immediate performance analytics
- Automated reporting tools
- Secure data management
- Mobile accessibility



Proprietary. Copyright © 2025 Mesotech International, Inc. All rights reserved

PREMIUM SUPPORT PLAN

As a new member of the Mesotech Community, you will receive one year of complimentary AWOS Live Premium support on top of our Warranty Coverage. This plan takes advantage of our unique cloud-based architecture to offer remote capabilities only available with Aviation Weather Advisor and allows you to upgrade to our additional options we offer.

AWOS Live	AWOS Live Premium
Basic Support - Tier 1	Enhanced Support - Tier 2
• **Airport Weather Advisor®:** AWOS Live real-time internet data display with a custom website URL. • **Factory Support:** Receive expert assistance via phone, email, or videoconference with a guaranteed <24-hour response during business hours.	• **All Features Included with AWOS Live Basic:** AWOS Live display, remote support included. • **Premium System Health Notifications:** Stay updated with SMS and email alerts for real-time system health updates. • **Priority Support Access:** A dedicated support engineer will be assigned within 1 hour of your request (business hours). • **Proactive Monitoring:** Mesotech's helpdesk continuously monitors your system's health and responds to potential outages proactively. • **Remote Maintenance Assistance:** Mesotech's cloud-enabled Factory Support for in-depth troubleshooting and diagnostics during business hours.

Proprietary. Copyright © 2025 Mesotech International, Inc. All rights reserved

EVIDENCE OF FINANCIAL RESPONSIBILITY

Please find attached Mesotech's audited financial report, which has been prepared by an independent auditor with a team of certified public accountants. This report provides a comprehensive overview of our financial standing and demonstrates our commitment to transparency and fiscal responsibility.

Mesotech's current financial position remains strong and is consistent with, if not exceeding, the figures presented in this report. We are confident in our ability to successfully execute this project while maintaining the highest standards of financial stability and operational excellence.

CONCLUSION

Mesotech International brings proven expertise and innovative solutions to your AWOS project. Our comprehensive approach combines FAA-certified equipment and installation with efficient project implementation, delivering proven reliability in demanding environments. Through complete regulatory compliance, advanced cloud-based dissemination and monitoring, and local maintenance support, we ensure your long-term operational success.

With over three decades of experience and hundreds of successful installations worldwide, we are uniquely qualified to deliver a turnkey solution that exceeds your expectations. Our commitment extends beyond installation through ongoing support, advanced monitoring capabilities, and flexible maintenance options to ensure long-term system reliability.

We look forward to partnering with you on this important project.

Proprietary. Copyright © 2025 Mesotech International, Inc. All rights reserved

U.S. Department
of Transportation
**Federal Aviation
Administration**

Mike Monroney
Aeronautical Center

P. O. Box 25082
Oklahoma City, OK 73125

Mr. Michael Lydon, Managing Director
Mesotech International, Inc.
4531 Harlin Dr.
Sacramento CA 95826

Subject: Type Certification of Mesotech International Inc.'s Airport Weather Advisor, AWA, Non-Federal AWOS Systems

References: Mesotech's Manufacturer's Submittal for AWOS Type Certification Approval, dated 18 May 2020, as received via email dated May 20, 2020. (Including Mesotech AWA AWOS BOMs, dated 18 May 2020.)

FAA Letter, Type Certification of Mesotech International Inc.'s Airport Weather Advisory7 AWA, Non-Federal AWOS Systems, dated November 16, 2017.

FAA Advisory Circular 150/5220-16E, change 1, Automated Weather Observing Systems (AWOS) for Non-Federal Applications, dated January 31, 2019.

Dear Mr. Lydon:

The Federal Aviation Administration (FAA) has reviewed the subject materials (first reference) and subsequent submittals in accordance with the criteria found in revision E, change 1 of the non-Federal AWOS advisory circular (AC16E) (third reference).

All Non-Federal AWOS criteria (third reference) have been satisfactorily completed for Mesotech systems having the following configurations (first reference):

AWOS-II (Mesotech AWA-20) through
AWOS-IV-Z (Mesotech AWA-40Z)

These configurations are type certified in accordance with revision E, change 1, of the advisory circular (third reference). By virtue of the common design and components, this type certification is also extended to Mesotech's AWA-A and AWA-10 configurations. Please note, Mesotech's previous AWA-A and AWA-10 type certification approval (second reference) also remains intact.

Mesotech is hereby granted AC16E type certification approval of the following AWA system components and documentation for use in existing and future Mesotech Non-Federal AWOS.

Table 1: Hardware

Mesotech P/N	Description
19000081	AWA Kit: Communication, RS422RS485 to RS232
19000083	AWA Kit: Dial telephony voice output
19000084	AWA Kit: GTA transmitter with antenna, coax, audio I/F [AWOS 2000]
20250132	AWA Kit: Desktop computer with O/S
20250130	AWA Kit: DCP with mounting hardware
20250210	AWA Kit: DCP Pro with mounting hardware
25000141	AWA Kit: Tower, non-frangible, tilt-over, with cross-arm, obs light, ltx protection
29000120	AWA Kit: Dual barometer with port and hose [HPA-200]
29000122	AWA Kit: Temp/RH Sensor [HC2A-S3]
29000164	AWA Kit: Ultrasonic Wind Sensor [Observer 70]
29000213	AWA Kit: PIDVISAL Sensor [OWI-430]
29000214	AWA Kit: Rain Gauge [MT-PA01D]
29000215	AWA Kit: Ceilometer [CBME120]
29000216	AWA Kit: Lightning Sensor [NT-TL01D]
29000217	AWA Kit: Freezing Rain Sensor [0872F1]

Table 2: Options

Mesotech P/N	Description
19000060	AWA Kit: UHF Modem, with antennae, coax, surge protection [RV-M7-U]
19000080	AWA Kit: Communication, Short Haul Modem
25000140	AWA Kit: Tower, frangible with cross-arm, obs light, ltx protection
29000187	AWA Kit: Mechanical Wind Sensor [HD Alpine]
29000218	AWA Kit: Hail and Ice Pellet Sensor [HIPS]

Table 3: Replacement Parts

Mesotech P/N	Description
12000003	Antenna, Yagi, 450-470MHz, 6.5dB
12000045	Antenna, Omni, 75-140Mhz, unity gain, fiberglass
13000021	Microphone, Dynamic Cardioid with XLR/XLR cable, 15ft
13000051	Amplifier, Audio, Single Channel for GTA Radio
19000015	Modem, short range, 1080A, 120VAC, DB25 female, RJ45
19000035	Transmitter, GTA VHF, FAA approved [AWOS 2000]
19000206	Radio, UHF 5W, 4800bps, 450-480MHz, 12.5KHz channel [RV-M7-U]
20000031	Computer Expansion Card, PCIe, Sound Card
20000041	Mouse, USB, 2 button
20000058	Computer Expansion Card, PCIe, Telephony
20000061	Serial Converter, RS422/485 to RS232
20250130	AWA Kit: DCP with mounting hardware
20250210	AWA Kit: DCP Pro with mounting hardware
20250149	Computer, Windows compatible, with keyboard and mouse
24500024	Display, LCD Monitor, VGA with signal and power cables
24600003	Lamp, Replacement,120V/116W, for FAA L-810

Mesotech P/N	Description
24600020	Lights, Obstruction, dual L-810, 116W, 120V, with 1in bottom hub
25000082	Pressure Port, with offset bracket, tubing [610002]
26000007	Filter, Blower
26000145	Radiation Shield, motor aspirated with junction box [43502]
29000089	Sensor, Lightning [NT-TL01D]
29000161	Sensor, T/RH, Rotronic HC2A-S3, White [HC2A-S3]
29000175	Sensor, Barometer [HPA-200]
29000180	Sensor, Ultrasonic Wind [Observer 70]
29000503	Sensor, Precipitation Accumulation [MT-PA01D]
29000509	Sensor, Precipitation ID/Visibility/Ambient Light with Heated Hood [OWI-430]
29000514	Sensor, Mechanical Wind [HD Alpine]
29000515	Sensor, Ice Accretion [0872F1]
29000517	Sensor, Cloud Height [CBME120]
29000518	Sensor, Hail and Ice Pellet (HIPS) [HIPS]
43000029	Fuse, 3AG, SB, 20A
43000073	Fuse, 1.0 A/250 VAC. 3AG Time Delay. Cartridge
43000076	Surge Protector, RF, 100-512 MHz, NF/NF
51500004	Keyboard, USB, standard
60000042	Cable Assembly, DB9F to DB25M, 3 ft.
60000211	Cable Assembly, External, Temp/RH to DCP, RS485
60000478	Cable, Serial, DB9 M/F, 6ft
60000539	Cable, Audio, Stereo, 3.5 mini plug, 3ft
60000558	Cable Assembly, External, DCP to RS422 Host Port
60000559	Cable Assembly, External, DCP to Mechanical Wind Sensor
60000714	Cable Assembly, External, DCP to MARS
60000721	Cable Assembly, External, DCP to Ceilometer
60000815	Cable Assembly, External, DCP to PIDVISAL
60000816	Cable Assembly, External, DCP to Rain Gauge
60000817	Cable Assembly, External, DCP to HIPS
60000878	Cable Assembly, External, DCP to Ultrasonic Wind Sensor
60003166	Cable Assembly, External, DCP to Lightning

Table 4: Software/Firmware

Mesotech P/N	Description	Revision
20500084	Operating Systems, Microsoft Windows, AWA Compatible	7+ / 10+
20500091	Firmware, DCP32, Airport Weather Advisor	2
20600001	Software, AWA v8 Single User Edition, Media with License Keys	8
20500050	AWA Kit: AWA software, single user edition (includes 20600001 above)	N/A

Table 5: Documentation

Mesotech P/N	Revision	Title	Manufacturer
23250040	2.3	AWA AWOS System Description Manual	Mesotech
23250041	2.2	AWA AWOS Installation and Checkout Manual	Mesotech

Mesotech P/N	Revision	Title	Manufacturer
23250042	2.4	AWA AWOS Maintenance Manual	Mesotech
23250043	1.8	AWA AWOS Operating Instructions Manual	Mesotech
23250044	2.2	AWA Training Manual & Test Booklet	Mesotech
23250045	2.3	AWA Kit: AWOS System Technical Manual Set	Mesotech
23250046	1.7	AWA AWOS Configuration Control Plan	Mesotech
23250047	1.8	AWA AWOS Certification Test Report	Mesotech
05108-45-90	A030513	Model 05108-46 Wind Monitor HD Alpine	R.M. Young Co.
1390-PS-0038	6	WindObserver 70/75 User Manual	Gill Instruments
E-M-HC2	V-1_21	HygroClip 2 Humidity Temperature Probes User Guide	Rotronic AG
43502-90	A062006	Model 43502 Compact Aspirated Radiation Shield	R.M. Young Co.
61002-90	36586	Model 61002 Gill Pressure Port	R.M. Young Co.
RV-M7	E2	RV-M7 Data Radio Modem Technical Manual	Raveon Technologies Co.
172210	8	AWOS 2000 VHF Transmitter Owners/Installation/Operations Manual	Val Avionics Ltd.
07M1040-B	35914	User Manual: Model 1040 Universal Short Range Modem	Patton Electronics Co.
07M1080A-D	35965	User Manual: Model 1080A Universal Short Range Modems	Patton Electronics Co.
990-2164		Back-UPS® RS 900 / Back-UPS® XS 900 User's Manual	APC
18860-90	B062309	Wind System Calibration	R.M. Young Co.
9R68-E	42522	M202 Precision Absolute Manometer	Meriam Process Tech
E-M-HP22	V1_20	HygroPalm HP22 Hand-Held Indicator User Guide	Rotronic AG
BEAB218800	2.4.2	Ceilometer CBME120 User's Guide	Eliasson
23250012	1.1	MT-PA01D Heated Precipitation Accumulation Gauge	Mesotech
29100003	Nov2017	Lightning and Thunderstorm Sensor Technical Manual	Mesotech
0872F1	May2009	Instruction Manual 0872F1 Ice Detector	Campbell Scientific
1203-902-1	07/25/17	User's Guide OWI-430	Optical Scientific Inc.

Table 6: Site-Specific Annual Revalidation Test Equipment

Mesotech P/N	Manufacturer	Specification	Application
12090026	Mesotech	Tower Cradle	Tower lowering
14000088	Mesotech	Hard Case	Storage of peculiar support equipment
20250172	Mesotech	Maintenance Laptop	DCP maintenance
29250001	R.M. Young Co	Vane Torque Gauge	Wind direction verification
29250002	R.M. Young Co	Propeller Torque Disk	Wind speed verification
29250003	R.M. Young Co	Anemometer Drive	Wind speed verification
29250004	R.M. Young Co	Vane Angle Fixture	Wind direction verification
29250012	Rotonic AG	Temp/RH Verification Device	Temp/RH verification

Mesotech P/N	Manufacturer	Specification	Application
29250018	Mesotech	Ultrasonic Wind Sensor Verification Device	Wind sensor verification
29250022	Meriam Process	Pressure Verification Device	Barometer verification
54000017	Mesotech	Inclinometer	Wind sensor alignment
54000018	Mesotech	Compass	Wind sensor alignment
60000526	Mesotech	Cable, USB A to B type, 6ft	DCP maintenance
29250025	Mesotech	Precipitation Accumulation Verification Device	Precip accumulation sensor verification

Please note, the documentation included in the first reference included the following bill of materials lists:

1. Mesotech AWA AWOS BOMs, 18 May 2020.xlsx
2. AWOS Configuration Control Plan, 18 May 2020
3. System Description Manual AWA AWOS, 18 May 2020

The above tables are based on the first BOM, in the .xlsx file. The additional information in square brackets ("[ ]") is primarily from the Master Test List in the AWA AWOS Test Report (first reference).

All systems commissioned after the date of this letter are to be commissioned in accordance with this letter, the current advisory circular, and any relevant subsequent FAA approved ECOs.

All non-Federal technicians responsible for AWA systems are to be trained, examined, and authorized by the FAA in accordance with the advisory circular (third reference) and the above approved training materials.

Please keep in mind, the advisory circular (third reference) also contains siting and installation criteria that must be addressed before a site may be commissioned and allowed to disseminate weather information.

Should you have questions relative to this letter, please contact Dennis Kamin at 405-954-1815.

Sincerely,

BETTIE F LOUDENSLAGER Digitally signed by BETTIE F LOUDENSLAGER
Date: 2020.06.02 12:51:46 -05'00'

Bettie Loudenslager
Manager, Weather Systems

cc: Natashia Jones, AJW-1X
Michael Schoen, AJW-1X
Stewart Stepney, AJM-333

Insert Evidence of Financial Responsibility

plante moran

Plante & Moran, PLLC
Suite 600
8181 E. Tufts Avenue
Denver, CO 80237
Tel: 303.740.9400
Fax: 303.740.9009
plantemoran.com

Independent Auditor's Report

To the Members
Mesotech Acquisition LLC and Subsidiary

Opinion

We have audited the consolidated financial statements of Mesotech Acquisition LLC and Subsidiary (the "Company"), which comprise the consolidated balance sheet as of March 31, 2024 and the related consolidated statements of operations, members' equity, and cash flows for the year then ended, and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company as of March 31, 2024 and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Consolidated Financial Statements* section of our report. We are required to be independent of the Company and to meet our ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Report on Prior Year Consolidated Financial Statements and Restatement

The consolidated financial statements of Mesotech Acquisition LLC and Subsidiary as of March 31, 2023 were audited by other auditors, who expressed an unmodified opinion on those statements on June 26, 2024 prior to the restatement described in Note 4.

As part of our audit of the 2024 consolidated financial statements, we also audited the adjustments described in Note 4 that were applied to restate the 2023 consolidated financial statements. In our opinion, such adjustments are appropriate and have been properly applied. We were not engaged to audit, review, or apply any procedures to the 2023 consolidated financial statements of the Company other than with respect to the adjustments, and, accordingly, we do not express an opinion or any other form of assurance on the 2023 consolidated financial statements as a whole.

Responsibilities of Management for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the consolidated financial statements are issued or available to be issued.

To the Members
Mesotech Acquisition LLC and Subsidiary

Auditor's Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Plante & Moran, PLLC

December 11, 2024

Mesotech Acquisition LLC and Subsidiary

Consolidated Balance Sheet

March 31, 2024 and 2023

	2024	2023 (As Restated)
Assets		
Current Assets		
Cash and cash equivalents	$ 427,584	$ 842,344
Accounts receivable - Net	1,029,149	1,746,878
Inventory	927,920	725,969
Due from seller	170,115	170,115
Income tax receivable	470,886	266,967
Prepaid expenses and other current assets	118,031	56,540
Total current assets	3,143,685	3,808,813
Operating Lease Right-of-use Assets - Net	627,067	792,619
Finance Lease Assets - Net	22,438	27,475
Goodwill - Net	8,165,768	9,156,559
Intangible Assets - Net	948,189	1,125,522
Deferred Tax Asset	27,522	-
Other Assets	31,750	35,975
Total assets	**$ 12,966,419**	**$ 14,946,963**
Liabilities and Members' Equity		
Current Liabilities		
Accounts payable	$ 235,507	$ 312,283
Current portion of related party long-term debt	450,000	450,000
Current portion of operating lease liabilities	171,706	147,161
Current portion of finance lease liabilities	5,040	4,300
Deferred revenue	2,995	-
Accrued and other current liabilities	626,740	264,152
Total current liabilities	1,491,988	1,177,896
Related Party Long-term Debt - Net of current portion and debt issuance costs	7,599,253	7,905,663
Operating Lease Liabilities - Net of current portion	498,066	660,448
Finance Lease Liabilities - Net of current portion	18,135	23,175
Deferred Tax Liability	-	189,174
Total liabilities	9,607,442	9,956,356
Members' Equity	3,358,977	4,990,607
Total liabilities and members' equity	**$ 12,966,419**	**$ 14,946,963**

See notes to consolidated financial statements.

Mesotech Acquisition LLC and Subsidiary

Consolidated Statement of Operations

	Year Ended March 31, 2024	Period from June 27, 2022 to March 31, 2023 (As Restated)
Net Sales	$ 7,799,509	$ 7,741,101
Cost of Sales	4,751,785	5,064,280
Gross Profit	3,047,724	2,676,821
Operating Expenses		
General and administrative expenses	2,550,950	2,203,273
Depreciation and amortization	1,166,791	886,479
Acquisition costs	-	1,133,027
Change in fair value of contingent consideration	-	(540,000)
Total operating expenses	3,717,741	3,682,779
Operating Loss	(670,017)	(1,005,958)
Nonoperating Income (Expense)		
Other income	10,832	1,402
Interest expense	(1,193,060)	(880,648)
Total nonoperating expense	(1,182,228)	(879,246)
Loss - Before income taxes	(1,852,245)	(1,885,204)
Income Tax Benefit	(220,615)	(80,856)
Consolidated Net Loss	$ (1,631,630)	$ (1,804,348)

See notes to consolidated financial statements.

Mesotech Acquisition LLC and Subsidiary

Consolidated Statement of Members' Equity

	Class A Units	Class B Units	Class A Profits Interest	Class B Profits Interest	Class A-2 Profits Interest	Class B-2 Profits Interest	Accumulated Deficit	Total
Balance - June 27, 2022	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Consolidated net loss (as restated)	-	-	-	-	-	-	(1,804,348)	(1,804,348)
Issuance of Class A and B units - Net of $49,000 issuance costs	2,429,465	3,367,535	-	-	-	-	-	5,797,000
Equity-based compensation (as restated)	-	-	86,071	115,209	303,483	493,192	-	997,955
Balance - March 31, 2023 (as restated)	2,429,465	3,367,535	86,071	115,209	303,483	493,192	(1,804,348)	4,990,607
Consolidated net loss	-	-	-	-	-	-	(1,631,630)	(1,631,630)
Balance - March 31, 2024	$ 2,429,465	$ 3,367,535	$ 86,071	$ 115,209	$ 303,483	$ 493,192	$ (3,435,978)	$ 3,358,977

See notes to consolidated financial statements.

Mesotech Acquisition LLC and Subsidiary

Consolidated Statement of Cash Flows

	Year Ended March 31, 2024	Period from June 27, 2022 to March 31, 2023 (As Restated)
Cash Flows from Operating Activities		
Consolidated net loss	$ (1,631,630)	$ (1,804,348)
Adjustments to reconcile consolidated net loss to net cash and cash equivalents from operating activities:		
Depreciation and amortization	1,166,791	886,479
Amortization of debt issuance costs	72,197	54,938
Provision for obsolete inventory	346	1,027
Equity-based compensation	-	997,955
Deferred income taxes	(216,696)	(136,504)
Change in fair value of contingent consideration	-	(540,000)
Accrued interest capitalized to long-term debt	71,393	-
Noncash change in right-of-use asset - Operating	170,589	39,518
Changes in operating assets and liabilities that provided (used) cash and cash equivalents:		
Accounts receivable	717,729	(521,895)
Inventory	(202,297)	(15,190)
Prepaid expenses and other assets	(259,852)	(146,347)
Accounts payable	(76,776)	159,847
Accrued and other liabilities	362,588	(109,220)
Deferred revenue	2,995	-
Due from seller	-	(170,115)
Operating lease liabilities	(136,120)	(24,528)
Net cash and cash equivalents provided by (used in) operating activities	41,257	(1,328,383)
Cash Flows Used in Investing Activities - Acquisition - Net of cash acquired and contingent consideration	-	(11,926,998)
Cash Flows from Financing Activities		
Proceeds from long-term debt	-	9,000,000
Payments on long-term debt	(450,000)	(337,500)
Debt issuance costs	-	(361,775)
Payments on finance lease obligations	(6,017)	-
Capital contributions	-	5,797,000
Net cash and cash equivalents (used in) provided by financing activities	(456,017)	14,097,725
Net (Decrease) Increase in Cash and Cash Equivalents	(414,760)	842,344
Cash and Cash Equivalents - Beginning of period	842,344	-
Cash and Cash Equivalents - End of period	$ 427,584	$ 842,344
Supplemental Cash Flow Information - Cash paid for		
Interest	$ 1,120,863	$ 825,710
Taxes	273,000	283,372

See notes to consolidated financial statements.

Insert Evidence of Insurance Coverage for Worker's Compensation and Commercial General Liability and Texas Business Automobile

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/9/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Chicago, IL-Hub International Midwest West 55 East Jackson Boulevard Suite 14th Floor Chicago CA 95742	PHONE (A/C, No, Ext): 312-922-5000	FAX (A/C, No): 312-922-5358
License#: 100290819	E-MAIL ADDRESS: CSUChicago@hubinternational.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Continental Insurance Company	35289
INSURER B : Lloyd's of London	15792
INSURER C : Cincinnati Specialty Underwriters Ins Co	13037
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Mesotech International, Inc.
2731 Citrus Drive, Ste D
Rancho Cordova CA 95742
MESOINT-01

COVERAGES **CERTIFICATE NUMBER:** 256376167 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			CSU0219335	10/17/2023	10/17/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $
C	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			CSU0219335	10/17/2023	10/17/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
C	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			CSU0219339	10/17/2023	10/17/2024	EACH OCCURRENCE AGGREGATE $	$ 1,000,000 $ 1,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A B	Cargo Errors or Omissions-Architects & Engineers			OC7810225 B0621PMESO000923	10/17/2023 5/12/2023	10/17/2025 5/12/2024	Limit Limit-each claim Limit-aggregate/ded	$250,000 $2,000,000 $2,000,000/$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Coverage: Cyber Liability
Policy No. H23NGP226817-00
Policy Period: 6/27/2023 to 6/27/2024
Insurer: Houston Casualty Company
NAIC: 42374
Limit: $1,000,000 aggregate; $1,000,000 each claim

CERTIFICATE HOLDER

Evidence of Coverage

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Neil R. Hughes

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/07/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Marsh Affinity	
Marsh Affinity a division of Marsh USA LLC. PO BOX 14404 Des Moines, IA 50306-9686	PHONE (A/C, No, Ext): 800-743-8130	FAX (A/C, No):
	E-MAIL ADDRESS: ADPTotalSource@marsh.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: AIU Insurance Company	19399
INSURED	INSURER B:	
ADP TotalSource DE IV, Inc. 5800 Windward Parkway Alpharetta, GA 30005 L/C/F: Mesotech International, Inc. 2731 Citrus Road, Suite D Rancho Cordova, CA 95742	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC 034281419 CA	07/01/2023	07/01/2024	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
All worksite employees working for Mesotech International, Inc. paid under ADP TOTALSOURCE, INC.'s payroll, are covered under the above stated policy. AWOS Installation Project 24AWHEARN KLHB -Hearne Municipal Airport, Hearne Tx.

CERTIFICATE HOLDER

Mesotech International, Inc.
2731 Citrus Road, Suite D
Rancho Cordova, CA 95742

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE Jo Phillips

© 1988-2016 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

STATE OF TEXAS {}

AFFIDAVIT

COUNTY OF _____ {}

Christopher Dejine (Type or Print Name) being first duly sworn, deposes and says: that he or she is the CFO (Type or Print Title) of Mesotech International Inc (Type or Print Name of Company/Firm) having its principal address at 2731 Citrus Rd Ste D Rancho Cordova CA 95742 (Type or Print Physical and Mailing Address)

who submits herewith to Calhoun County the attached bid/proposal; that he or she is the person whose name is signed to the attached bid/proposal; that said bid/proposal is genuine; that the same is not sham or collusive; that all statements of fact herein are true; and that such bid/proposal was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not herein named or disclosed.

Affiant further deposes and says: that the bidder/proposer has not directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interests of Calhoun County, or of any other bidder/proposer, or anyone else interested in the bid/proposal contract; and that the bidder/proposer has not in any manner sought by collusion to secure for himself/herself/itself/themselves an advantage over any other bidder/proposer.

Affiant further deposes and says: that prior to the public opening and reading of bids/proposals, said bidder/proposer:

a) did not, directly or indirectly, induce or solicit anyone else to submit a false or sham bid/proposal;

b) did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder/proposer or anyone else would submit a false or sham bid/proposal, or that anyone should refrain from submitting a bid/proposal or withdraw their bid/proposal;

c) did not, in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the bid price/proposal of said bidder/proposer or of anyone else, or to raise or fix any overhead, profit or cost element of their price/fee or of that of anyone else;

d) did not give, offer to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any official, employee or agent of Calhoun County in connection with the submitted bid/proposal; and

e) did not, directly or indirectly, submit their bid/proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative hereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent, thereof, to any individual or group of individuals, or to any official, employee or agent of Calhoun County prior to the official opening of this bid/proposal.

Affiant further deposes and says: that the bid price(s) or proposed fees contained in this bid/proposal have been carefully checked and is submitted as true and correct, agrees to furnish any and/or all items/services upon which bid prices or proposed fees are awarded and upon the conditions and requirements contained in the bid/proposal.

Signature of Affiant

Christopher DEJINE

Printed Name and Title of Affiant

SWORN TO AND SUBSCRIBED BEFORE ME by the above Affiant, who, on oath, states that the facts contained in the above are true and correct, this 8th day of April, 20 25.

SEE ATTACHED FOR NOTARY FORM

Signature of Notary Public

Notary Stamp/Seal

CALIFORNIA JURAT CERTIFICATE

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Sacramento

Subscribed and sworn to (or affirmed) before me on this 8th day of April, 20 25,

by Christopher Devine
name of signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

WITNESS my hand and official seal.

MARKUS A. COLEMAN
COMM. # 2433522
NOTARY PUBLIC - CALIFORNIA
SACRAMENTO COUNTY
COMM. EXPIRES JAN. 8, 2027

Signature Markus Coleman

(Seal)

OPTIONAL INFORMATION

The information in this section is not required by law.
Including it could prevent the fraudulent reattaching of this Certificate to another document.

Description of Attached Document

Title or Type of Document: Contractor's Affidavit

Document Date: 04/08/2025 Number of Pages:

Signer(s) Other Than Named Above:

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

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

_____

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

_____ _____

Signature of vendor doing business with the governmental entity Date

DEBARMENT & SUSPENSION

Executive Order 12549--Debarment and Suspension

Source: The provisions of Executive Order 12549 of Feb. 18, 1986, appear at 51 FR 6370, 3 CFR, 1986 Comp., p. 189, unless otherwise noted.

By the authority vested in me as President by the Constitution and laws of the United States of America, and in order to curb fraud, waste, and abuse in Federal programs, increase agency accountability, and ensure consistency among agency regulations concerning debarment and suspension of participants in Federal programs, it is hereby ordered that:

Section 1. (a) To the extent permitted by law and subject to the limitations in Section 1(c), Executive departments and agencies shall participate in a system for debarment and suspension from programs and activities involving Federal financial and nonfinancial assistance and benefits. Debarment or suspension of a participant in a program by one agency shall have government-wide effect.
(b) Activities covered by this Order include but are not limited to: grants, cooperative agreements, contracts of assistance, loans, and loan guarantees.
(c) This Order does not cover procurement programs and activities, direct Federal statutory entitlements or mandatory awards, direct awards to foreign governments or public international organizations, benefits to an individual as a personal entitlement, or Federal employment.

Sec. 2. To the extent permitted by law, Executive departments and agencies shall:
(a) Follow government-wide criteria and government-wide minimum due process procedures when they act to debar or suspend participants in affected programs.
(b) Send to the agency designated pursuant to Section 5 identifying information concerning debarred and suspended participants in affected programs, participants who have agreed to exclusion from participation, and participants declared ineligible under applicable law, including Executive Orders. This information shall be included in the list to be maintained pursuant to Section 5.
(c) Not allow a party to participate in any affected program if any Executive department or agency has debarred, suspended, or otherwise excluded (to the extent specified in the exclusion agreement) that party from participation in an affected program. An agency may grant an exception permitting a debarred, suspended, or excluded party to participate in a particular transaction upon a written determination by the agency head or authorized designee stating the reason(s) for deviating from this Presidential policy. However, I intend that exceptions to this policy should be granted only infrequently.

Sec. 3. Executive departments and agencies shall issue regulations governing their implementation of this Order that shall be consistent with the guidelines issued under Section 6. Proposed regulations shall be submitted to the Office of Management and Budget for review within four months of the date of the guidelines issued under Section 6. The Director of the Office of Management and Budget may return for reconsideration proposed regulations that the Director believes are inconsistent with the guidelines. Final regulations shall be published within twelve months of the date of the guidelines.

Sec. 4. There is hereby constituted the Interagency Committee on Debarment and Suspension, which shall monitor implementation of this Order. The Committee shall consist of representatives of agencies designated by the Director of the Office of Management and Budget.

Sec. 5. The Director of the Office of Management and Budget shall designate a Federal agency to perform the following functions: maintain a current list of all individuals and organizations excluded from program participation under this Order, periodically distribute the list to Federal agencies, and study the feasibility of automating the list; coordinate with the lead agency responsible for government-wide debarment and suspension of contractors; chair the Interagency Committee established by Section 4; and report periodically to the Director on implementation of this Order, with the first report due within two years of the date of the Order.

Sec. 6. The Director of the Office of Management and Budget is authorized to issue guidelines to Executive departments and agencies that govern which programs and activities are covered by this Order, prescribe government-wide criteria and government-wide minimum due process procedures, and set forth other related details for the effective administration of the guidelines.

Sec. 7. The Director of the Office of Management and Budget shall report to the President within three years of the date of this Order on Federal agency compliance with the Order, including the number of exceptions made under Section 2(c), and shall make recommendations as are appropriate further to curb fraud, waste, and abuse.

Implementation in the SRF Programs

A company or individual who is debarred or suspended cannot participate in primary and lower-tiered covered transactions. These transactions include SRF loans and contracts and subcontracts awarded with SRF loan funds.

Under 40 C.F.R. 32.510, the SRF agency must submit a certification stating that it shall not knowingly enter into any transaction with a person who is proposed for debarment, suspended, declared ineligible, or voluntarily excluded from participation in the SRF program. This certification is reviewed by the EPA regional office before the capitalization grant is awarded.

A recipient of SRF assistance directly made available by capitalization grants must provide a certification that it will not knowingly enter into a contract with anyone who is ineligible under the regulations to participate in the project. Contractors on the project have to provide a similar certification prior to the award of a contract and subcontractors on the project have to provide the general contractor with the certification prior to the award of any subcontract.

In addition to actions taken under 40 C.F.R. Part 32, there are a wide range of other sanctions that can render a party ineligible to participate in the SRF program. Lists of debarred, suspended and otherwise ineligible parties are maintained by the General Services Administration and should be checked by the SRF agency and all recipients of funds directly made available by capitalization grants to ensure the accuracy of certifications.

Additional References
C 40 C.F.R. Part 32: EPA Regulations on Debarment and Suspension.

CERTIFICATION REGARDING DEBARMENT & SUSPENSION AND OTHER RESPONSIBILITY MATTERS

In accordance with the Executive Order 12549, the prospective primary participant certifies to the best of his / her knowledge and belief, that its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction or records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification.

d. Have not within a three-year period preceding this application / proposal had one or more public transactions (federal, state, or local) terminated for cause of default.

e. Acknowledge that all sub-contractors selected for this project must be in compliance with paragraphs (1) (a – d) of this certification.

Christopha Desire CFO
Name and Title of Authorized Agent

04/08/2025
Date

Signature of Authorized Agent

_____ I am unable to certify to the above statements. My explanation is attached.

Certification Regarding Lobbying

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

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

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

93,495

Signature of Contractor's Authorized Official

Christopher M Dunn

Printed Name and Title of Contractor's Authorized Official

04/08/2025

Date

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub awardee, e.g., the first sub awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Sub awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services,and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

Approved by OMB

0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure)

1. Type of Federal Action: a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** a. bid/offer/application _____ b. initial award c. post-award	**3. Report Type:** a. initial filing _____ b. material change **For material change only:** Year _____ quarter _____ Date of last report_____
4. Name and Address of Reporting Entity: ____ Prime _____ Subawardee Tier_____, if Known: **Congressional District, if known:**	**5. If Reporting Entity in No. 4 is Subawardee,** Enter Name and Address of Prime: **Congressional District, if known:**	
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____	
8. Federal Action Number, *if known:*	**9. Award Amount,** *if known:* **$**	
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):*	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:** _____ **Print Name:** _____ **Title:** _____ **Telephone No.:** _____ **Date:** _____	
Federal Use Only	**Authorized for Local Reproduction** **Standard Form - LLL (Rev. 7-97)**	

HOUSE BILL 89 VERIFICATION FORM

Certification Required by Texas Government Code Section 2270.001

The 85th Texas Legislature approved new legislation, effective September 1, 2017, which amends Texas Local Government Code Section 1, Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a government entity may not enter into a contract (which includes contracts formed through purchase orders) with a company for goods or services unless the contract contains a written verification from the company that it:

1) Does not boycott Israel; and
2) Will not boycott Israel during the term of the contract

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, (authorized official) Chastopher Devine, do hereby verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 and that the company named below:

1) Does not boycott Israel currently;
2) Will not boycott Israel during the term of the contract; and
3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Mesotech International INC

Company Name

Signature of Authorized Official

Chastopher Devine

Printed Name of Authorized Official

CFO

Title of Authorized Official

4/08/2025

Date

RESIDENCE CERTIFICATION

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Calhoun County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contract; pertinent provisions of §2252.001 are stated below:

Sec. 2252.001 (3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

■ I certify that Mesatech International INC (Company Name) is a "Nonresident Bidder" of Texas as defined in Government Code §2252.001 and our principal place of business is RANCHO CORDOVA, CALIFORNIA (City and State).

■ I certify that _____ (Company Name) is a "Resident Bidder" of Texas as defined in Government Code §2252.001.

Signature of Authorized Agent

Christopher Desine CFO

Printed Name and Title of Authorized Agent

04/08/2025

Date

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Mesotech International, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
2731 CITRUS RD STE D

6 City, state, and ZIP code
RNCHO CORDOVA CA 95742-6303

Requester's name and address (optional)
CALHOUN COUNTY
202 S ANN ST, PORT LAVACA TX 77979
361-553-4610 FAX: 361-553-4614

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
			–			–				

or

Employer identification number
6	8	–	0	3	7	8	9	9	4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ▶ Chuck D | **Date** ▶ 04/08/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Mesotech International, Inc.
2731 Citrus Road, Suite D
Rancho Cordova, CA 95742-6303

OWNER:
(Name, legal status and address)
Calhoun County, Texas
211 South Ann Street, 3rd Floor, Suite 301
Port Lavaca, TX 77979

SURETY:
(Name, legal status and principal place of business)
The Ohio Casualty Insurance Company
175 Berkeley Street
Boston, MA 02116
Mailing Address for Notices
1411 Opus Place, Ste. 450
Downers Grove, IL 60515

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: $ 2% Two Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)
24AWPTLAV - Installation of Automated Weather Observation System III with optional Present Weather Sensor &Thunder Strike Alert (AWOS III P/T) at Calhoun County Airport, Port Lavaca, Texas

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 10th day of April, 2025

TANNER LANDON
(Witness)

Karen A. O'Connell
(Witness) Karen A. OConnell

Mesotech International, Inc.
(Principal) *(Seal)*
By:
(Title)

The Ohio Casualty Insurance Company
(Surety) *(Seal)*
By:
(Title) Martin Moss Attorney-in-Fact

THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE

State of IL

County of DuPage

SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

I, Karen A. OConnell Notary Public of DuPage County, in the State of IL ,

do hereby certify that Martin Moss Attorney-in-Fact, of the The Ohio Casualty Insurance Company who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the The Ohio Casualty Insurance Company for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Downers Grove in said County, this 10th day of April , 2025 .

OFFICIAL SEAL
KAREN A OCONNELL
NOTARY PUBLIC, STATE OF ILLINOIS
COOK COUNTY
MY COMMISSION EXPIRES 02/15/2026

Notary Public Karen A. OConnell

My Commission expires: February 15, 2026

Liberty Mutual SURETY

POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Martin Moss all of the city of Downers Grove, state of IL its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bonds, undertakings, recognizances, contracts of indemnity, and all other surety obligations related thereto, the execution of which shall be binding upon the Companies as if it had been duly signed and executed by its own officers:

Principal Name: Mesotech International, Inc.

Obligee Name: Calhoun County, Texas

Surety Bond Number: Bid Bond **Bond Amount:** See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 10th day of April, 2025.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 10th day of April, 2025, before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 10th day of April, 2025.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Details

Back

00JX9

Legal Business Name	MESOTECH INTERNATIONAL, INC.
Doing Business As (DBA)	
Division Name	
Address	2731 CITRUS RD STE D RANCHO CORDOVA, CA 95742 6303 UNITED STATES

CAGE Information

CAGE	00JX9
UEI	F8BUHJYL1M63
Status	Active
Type	U.S./Canada Manufacturer
Established	08/29/1994
CAGE Update Date	05/22/2024
CAGE Expiration	05/22/2029
SAM Expiration	04/25/2025

Business Contact Information

Primary POC	CHRISTOPHER SWINEHART
Alternate POC	
Corporate URL	HTTPS://WWW.MESOTECH.COM

Ownership of Offeror Information

Highest Level Owner

Vendor Certified	04/29/2024
CAGE	9TM65
Company Name	WESTBOURNE MESOTECH CO INVESTMENT LLC
CAGE Last Updated	01/17/2025
Doing Business As	
Division	

Immediate Level Owner

Vendor Certified	04/29/2024
CAGE	9BUT1
Company Name	MESOTECH ACQUISITION LLC

List of Offerors (0)

Information not Available

TRANSPORTATION SERVICES

BID Response

Expressly Prepared For:

Calhoun County

for

Calhoun County Airport
AWOS Installation Project
Bid Number: 2025.06

April 10, 2025

Prepared By:
DBT Transportation Services LLC
1500 CityWest Blvd, Ste 550
Houston, TX 77042

BID

Project Description: Siting, licensing and installation of Automated Weather Observation Systems III with Present Weather Sensor and Thunderstrike Alert.

Bid by: Name of Bidder: DBT Transportation Services
Address: 1500 CityWest Blvd, Suite 550, Houston, TX 77042
Telephone: 844-343-8328 Fax: 970-237-3541
E-mail Address: mtrosclair@dbttranserv.com

Pursuant to the foregoing Instruction to Bidders, the undersigned bidder having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all the conditions surrounding the construction of the project hereby proposes to furnish all necessary superintendence, labor, machinery, equipment, tools, materials and supplies to complete all the work upon which is bid in accordance with the contract documents, within the time set forth and at the prices stated below:

			Base Bid: Replace in Existing Location		
Item	**Qty**	**Unit**	**Description** **Written & Numeric Unit Price**	**Unit Price**	**Total Price**
1	1	LS	Remove existing equipment and replace in current location, AWOS III including present weather sensor, with a self-supporting tower installed complete in place according to specification. Ninety Five Thousand Seven Hundred Fifty dollars Zero cents	$ 95,750.00	$ 95,750.00
2	1	LS	NADIN/WMSCR Interface Equipment with one year of NADIN connection service. One Thousand dollars Zero cents	$ 1,000.00	$ 1,000.00
3	1	LS	One year of AWOS maintenance that meets the requirements of FAA AC No. 150/5220-16 (latest revision) Five Thousand dollars Zero cents	$ 5,000.00	$ 5,000.00

Total Base Bid $ **101,750.00**

			Alternate Base Bid: Replace and Relocate		
Item	**Qty**	**Unit**	**Description** **Written & Numeric Unit Price**	**Unit Price**	**Total Price**
1	1	LS	Remove existing equipment and relocate and install AWOS III including present weather sensor with self-supporting tower installed complete in place including site selection, site approval by TxDOT and FAA, and acquisition of FCC licensing, according to specification. Bidders shall account for all necessary expenses and effort related to site preparation to obtain a commissioned AWOS. One Hundred Thirty Four Thousand Five Hundred dollars Zero cents	$134,500.00	$134,500.00
2	1	LS	NADIN/WMSCR Interface Equipment with one year of NADIN connection service. One Thousand dollars Zero cents	$ 1,000.00	$ 1,000.00
3	1	LS	One year of AWOS maintenance that meets the requirements of FAA AC No. 150/5220-16 (latest revision) Five Thousand dollars Zero cents	$ 5,000.00	$ 5,000.00

Total Alternate Base Bid $ **140,500.00**

Additive Alternate Bid 1-2 **Items below should be bid with the option to award depending on the availability of funds**					
Item	**Qty**	**Unit**	**Description** **Written & Numeric Unit Price**	**Unit Price**	**Total Price**
A1	1	EA	Thunder Strike Alert Twenty Three Thousand Seven Hundred Fifty dollars Zero cents	$ 23,750.00	$ 23,750.00
A2	1	EA	Upgrade to Ultra Sonic Wind Sensor Five Hundred dollars Zero cents	$ 500.00	$ 500.00

Total Bid $ **126,000.00**

It is understood the quantities of work to be done at unit prices are approximate and are intended for bidding purposes only. Amounts are to be shown in both words and numbers. In case of discrepancy the unit price amount shown in words shall govern. Bidders shall bid on the Base Bid, **Alternate Base Bid,** and Additive Alternate 1. Bidders may bid on Alternate Number 2.

The Owner reserves the right to award to the lowest responsible bidder and for any combination of the base bid and alternates in order to obtain the best value for the Owner per Texas Local Government Code Section 252.043, Texas Government Code Section 2156.007 (d), or Texas Government Code Sections 2269.055 and 2269.056, to the extent the referenced statute is applicable to this project. Funding availability will be considered in selecting the bid award.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" for installation of the equipment. Following issuance of the written "Notice to Proceed" for installation, installation shall be completed within 90 calendar days thereafter (does not include TxDOT, FCC and FAA review time). Bidder further agrees to pay as liquidated damages the sum of $200.00 for each consecutive calendar day to complete the work beyond the allotted time or as extended by an approved change Order.

Bidder understands the Owner reserves the right to reject any irregular bid and the right to waive technicalities if such waiver is in the best interest of the Owner and conforms to State and local laws and ordinances pertaining to the letting of construction contracts. The bidder agrees this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of the written "Notice of Award", the bidder will execute the formal contract agreement within 14 days and deliver a surety bond or bonds as required under the contract documents. The bid security attached in the sum of 2% of the total bid price $3,295.00 is not executed as set forth in the contract documents as liquidated damages for the delay and additional expense caused thereby.

By submission of a bid under this solicitation, bidder certifies the only persons or parties interested in this bid are those named, and the bidder has not directly or indirectly participated in collusion, entered into an agreement or otherwise taken any action in restraint of free competitive bidding in connection with the project.

Signature	CFO Title
Gary Roser Printed Name	614-573-8235 Phone
1500 CityWest Blvd, Suite 550 Mailing Address	Houston, TX 77042 City, State, Zip Code

Addendum:

The undersigned Bidder certifies that he has acknowledged the addendum(s) to the contract as indicated below.

Addendum No.: 1 dated: 3/31/25

Addendum No.: _____ dated: _____

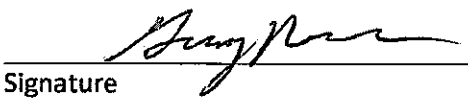
Addendum No.: _____ dated: _____

Qualification Acknowledgment:

The undersigned Bidder has enclosed the bidder's qualifications per General Provision 20-02, Prequalification of Bidders.

__X__ I have enclosed qualification statements.

Qualification Acknowledgment Signature:



Signature

CFO
Title

1500 CityWest Blvd, Suite 550
Mailing Address

Houston, TX 77042
City, State, Zip Code

BID BOND

KNOW ALL BY THESE PRESENTS, That we, DBT Transportation Services, LLC

of 1500 CityWest Blvd. Suite 550, Houston, TX 77042

(hereinafter called the Principal), as Principal, and Hartford Casualty Insurance Company

(hereinafter called the Surety), as Surety are held and firmly bound unto Calhoun County Airport

TX

(hereinafter called the Obligee) in the penal sum of Two Percent of Amount Bid

Dollars (2%)

for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has submitted or is about to submit a proposal to the Obligee on a contract for 24AWPTLAV - AWOS Installation Project

NOW, THEREFORE, If the said Contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing, and give bond, if bond is required, with surety acceptable to the Obligee for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this 10th day of April, 2025.

Witness

DBT Transportation Services, LLC (Seal)

Principal

By: VP

Title

Todd Mohr

Witness

Hartford Casualty Insurance Company

By

Michael Maddux, Attorney-in-Fact

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-11
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: 888-266-3488 *or fax:* 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: HIGGINBOTHAM INSURANCE AGENCY INC
Agency Code: 61-615388

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [X] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [X] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :
Christopher Kolkhorst, Michael Maddux, Denise Raker, Dudley C. Ray, Sandra Villegas
of HOUSTON, Texas

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, 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.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA
COUNTY OF SEMINOLE } ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, 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 effective as of 04/10/2025.

Signed and sealed in Lake Mary, Florida.

Keith D. Dozois, Assistant Vice President

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your agent.

You may call Hartford Insurance Group at the toll free telephone number for information or to make a complaint at:

1-800-392-7805

You may also write to The Hartford:

The Hartford
Hartford Financial Products
2 Park Avenue, 5th Floor
New York, New York 10016
1-212-277-0400

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

P.O. Box 149104
Austin, TX 78714-9104
Fax Number (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIMS 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 your information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja.

Puede comunicarse con su agente.

Usted puede llamar al numero de telefono gratis de The Hartford Insurance Group para informacion o para someter una queja al

1-800-392-7805

Usted tambien puede escribir a The Hartford.

The Hartford
Hartford Financial Products
2 Park Avenue, 5th Floor
New York, New York 10016
1-212-277-0400

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

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas

P.O. Box 149104
Austin, TX 78714-9104
Fax Number (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con su agente primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

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

TRANSPORTATION SERVICES

DBT Transportation Services

Proposal to Calhoun County

AWOS Installation Project
Calhoun County Airport

Bid Number: 2025.06

April 10, 2025

Table of Contents

Cover Letter 2
Scope of Work 3
Buy America Preference 4
Qualifications 4
DBT Airport Services 6
References 7
DBT Current Projects Under Contract 8
DBT Field Service Spare Parts List 9
DBT Financial Statement 10

Cover Letter

Honorable Vern L. Lyssy, Calhoun County Judge

211 South Ann Street, 3rd Floor, Suite 301

Port Lavaca, TX 77979

Dear Judge Lyssy,

Thank you for the opportunity to provide a response to Calhoun County's BID for the AWOS Installation Project at the Calhoun County Airport.

DBT Transportation Services LLC is registered in the State of Texas with a primary office located at 1500 CityWest Blvd Suite 550, Houston, TX 77042. DBT Transportation Services has been a legal entity since April 22, 2016, providing and servicing AWOS throughout the US. DBT acquired All Weather Inc in 2017. DBT is now an ADB Safegate company, after being acquired at the end of December 2021.

We look forward to providing the AWOS equipment and service for this project, and to continue doing business with the Calhoun County and the Calhoun County Airport in supporting their Aviation needs.

Any questions or negotiation pertaining to this proposal can be addressed to Michael Trosclair, Sales Manager, via email mtrosclair@DBTtranserv.com or by phone 303-330-7883. I, Gary Roser, am an officer at DBT Transportation Services LLC and have signing authority for all bids and contracts.

Sincerely,

Gary Roser

CFO

614-655-2825

Gary.Roser@adbsafegate.com

Scope of Work

DBT Transportation Services LLC understands the value that the FAA certified AWOS and airport personnel charged with aviation safety as well as for the pilots and aviation community. The airport equipment serves as informational tools to provide valuable, accurate, real-time information for safe daily flight operations at the Calhoun County Airport. Top quality systems with reliable equipment can minimize the life-cycle costs of these systems.

Equipment Being Provided:
DBT Transportation F1 Model AWOS III P/T System.

DBT will provide new FAA certified AWOS electronics and sensors. The AWOS system requires specific components in order to operate properly and meet certification requirements. DBT has noted in the bid pricing sheet what items are required to ensure a fully functional and certified AWOS.

Services Being Provided:

FAA NRA Study Application Service
Applicable permits and adherence to all federal, state and local codes
Installation of AWOS Equipment & System Commissioning with the FAA.
Coordination with airport personnel and the FAA.
Site Acceptance Testing
1 Year Warranty, Maintenance and NADIN Weather Data.

DBT will calibrate and test the new AWOS to ensure it is fully functioning. We will coordinate with the FAA for the AWOS system commissioning.

Buy America Preference

The DBT Transportation F1 Model AWOS System meets the FAA Buy America Requirements.

Qualifications

DBT Transportation Services is the leading Maintenance provider for AWOS systems in the country, with an installed base of over 1,000 AWOS nationwide, including:

Texas	90 Systems
Kansas	31 Systems
Minnesota	80 Systems
Wisconsin	40 Systems
Virginia	48 Systems
Georgia	50 Systems
Illinois	37 Systems
Kentucky	21 Systems
North Carolina	43 Systems
Michigan	42 Systems

DBT Transportation Services is backed by a team of professionals with over 40 years of experience in AWOS installation, maintenance, and communications. DBT Transportation Services project managers and technicians have been involved in over 1000 AWOS installations nationwide.

DBT Transportation Services is the premier provider of NADIN communication services for AWOS, a service that we currently provide to nearly 50% of all the non-Federal AWOS in the United States.

DBT Transportation Services is a leading provider of AWOS maintenance services with over 650 maintenance sites nationwide. We offer customized AWOS maintenance programs and specialize in statewide programs aimed toward maximizing the value of each State's weather network. DBT Transportation Services currently manages AWOS maintenance programs for 5 state aviation departments.

DBT Airport Services

DBT's philosophy is that a well-managed, proactive maintenance program provides the best life- cycle management at a reasonable cost. We employ professionals that can diagnose issues with the AWOS system remotely, and ensure we have the right part for repair when our technicians are on site.

DBT technicians are FCC licensed, FAA approved, and manufacturer certified. Below is a list of our field technicians.

First Name	Last Name	FCC Cert.	Factory AWOS Cert.	FAA AWOS Cert.
Josh	Bohm	Y	Y	Y
David	Brumwell	Y	Y	Y
Travas	Burrows	Y	Y	Y
Greg	Earlenbaugh	Y	Y	Y
Jerrad	Fennern	Y	Y	Y
Brian	Findley	Y	Y	Y
Stan	Smith	Y	Y	Y
Tim	Miller	Y	Y	Y
Rosendo (JR)	Rosalez	Y	Y	Y
Lucas	Schultz	Y	Y	Y

References

Company Name	**South Carolina DOT, Division of Aviation**
Address	2553 Airport Boulevard, West Columbia, SC 29170
Contact Person	Gary Siegfried, Airports Program Manager
Phone No.	(803) 896-6898

Product(s) and/or Service(s) Used: Statewide AWOS Installation Program, Statewide AWOS Maintenance Program

Company Name	**Iowa Department of Transportation**
Address	800 Lincoln Way, Ames, IA 50010
Contact Person	Michael Marr, Aeronautics Inspector
Phone No.	(515) 239-1468

Product(s) and/or Service(s) Used: Statewide AWOS Installation Program, Statewide AWOS Maintenance Program

Company Name	**County of Los Angeles**
Address	900 S Freemont, PO BOX 7508, Alhambra, CA 91802
Contact Person	Alvaro Escobedo, Airport Project Coordinator
Phone No.	(818) 896-5271

Product(s) and/or Service(s) Used: county AWOS Installation Program, County AWOS Maintenance Program

The provided references are a sampling of DBT experience. Additional references can be provided upon request.

DBT Current Projects Under Contract

Description and Location	Construction Cost	% Complete	Estimated Comp. Date
AWOS Installation, Picayune, MS	Confidential	100%	Completed June 2022
AWOS Installation, Denver City, TX	Confidential	100%	Completed February 2023
AWOS Installation, Waverly, OH	Confidential	100%	Completed April 2023

DBT Field Service Spare Parts List

Part Number	Quantity	Description
5190-F	1	RH/Temp Probe
M404802	1	A/C Power Interface
M404810	1	CDP PC Interface
M404848-02	1	Data Acqu. Power Supply
7150	1	Duel Baro/Pressure Sensor
M444021	1	Fan 12Volts DC
83395-00	1	Ceilometer Heater
11903	1	Battery Kit for DCP
M404804	1	PCB Assembly for DCP

DBT Financial Statement

DBT Transportation Services produces over six million dollars of annual gross revenue from service. The majority of annual service revenue is generated from AWOS equipment sales and airport maintenance services.

On January 1, 2022, ADB Safegate acquired DBT Transportation Services, which included All Weather Inc.

The financial statements are attached, and as of today our financial responsiblity is approximately the same.

U.S. Department
of Transportation
**Federal Aviation
Administration**

Mike Monroney
Aeronautical Center

P. O. Box 25082
Oklahoma City, OK 73125

June 13, 2023

Nancy Thomsen
DBT Transportation Services LLC
1500 City West Blvd. Suite 550
Houston, Texas 77042

Subject: ECP P501263, Release and Certification of F1STA AWOS, Approval.

References: DBT Transportation Services LLC, ECP P501263, Release and Certification of F1STA AWOS, letter & submittal dated, May 17, 2023.

Advisory Circular 150/5220-16E, Change 1, Automated Weather Observing Systems (AWOS) for Non-Federal Applications, dated January 31, 2019.

Dear Nancy Thomsen:

The Federal Aviation Administration (FAA) has reviewed the subject submission (first reference) requesting FAA approval of this class I ECP. This review was performed in accordance with the criteria found in advisory circular 150/5220-16E, Change 1 (second reference).

Based on the information provided in the referenced ECP, the non-Federal AWOS criteria allocated to this ECP have been satisfactorily addressed.

The documents contained in the following letter (first reference) are hereby approved for use in accordance with advisory circular 150/5220-16E, Change 1 (second reference):

> DBT Transportation Services LLC, ECP P501263, Release and Certification of F1STA AWOS, letter & submittal dated May 17, 2023.

Should you have questions relative to this letter, please contact Stanley Reisman at 405-954-1252.

Sincerely,

Bettie Loudenslager

Bettie Loudenslager,
Manager, Weather Systems Processor and Sensors Team

cc: Natashia Jones, AJW-121
Michael Schoen, AJW-121

Cut Along This Line

UNITED STATES OF AMERICA
FEDERAL COMMUNICATIONS COMMISSION

General Radiotelephone Operator License

ROSALEZ, ROSENDO
3603 FIELDTHORNE CT
KATY, TX 77450

Licensee: This is your radio authorization in sizes suitable for your wallet and for framing. Carefully cut the documents along the lines as indicated and sign immediately upon receipt. They are not valid until signed.

The Commission suggests that the wallet size version be laminated (or another similar document protection process) after signing. The Commission has found, under certain circumstances, laser print is subject to displacement.

Cut Along This Line

FCC Registration Number (FRN): 0020662953

Special Conditions / Endorsements

This license confers authority to operate licensed radio stations in the Aviation, Marine and International Fixed Public Radio Services only. This license does not confer any authority to operate broadcast stations. It is not assignable or transferable. Refer to CFR Title 47 Section 13.7(c)(5).

Grant Date	Effective Date	Print Date	Expiration Date
03-07-2011	03-07-2011	03-08-2011	

File Number	Serial Number	Date of Birth
0004642844	PG00033232	12-17-1961

THIS LICENSE IS NOT TRANSFERABLE

(Licensee's Signature)

FCC 605-FRC - May 2007

Cut Along This Line

Cut Along This Line

Cut Along This Line

Serial Number	Grant Date	Expiration Date
PG00033232	03-07-2011	

File Number	Print Date	Effective Date
0004642844	03-08-2011	03-07-2011

Date of Birth
12-17-1961

FCC Registration Number (FRN)
0020662953

ROSALEZ, ROSENDO
3603 FIELDTHORNE CT
KATY, TX 77450

General Radiotelephone Operator License

FCC 605-FRC - May 2007

Fold Here

THIS LICENSE IS NOT TRANSFERABLE

Special Conditions / Endorsements:

This license confers authority to operate licensed radio stations in the Aviation, Marine and International Fixed Public Radio Services only. This license does not confer any authority to operate broadcast stations. It is not assignable or transferable. Refer to CFR Title 47 Section 13.7(c)(5).

(Licensee's Signature)

FEDERAL COMMUNICATIONS COMMISSION

Cut Along This Line

Cut Along This Line

TRANSPORTATION SERVICES

CERTIFICATE

This is to certify that

JR Rosalez

Has successfully completed the factory training program F1STA-046 as specified in FAA Advisory Circular 150/5220-16 and FAA Type Certification Letter for the

DBT F1STA AWOS

From 29-30 2023 June 2023

Sacramento, California USA, 14 July 2023

Nancy J Thomsen

Nancy Thomsen
Chief Operating Officer
DBT Transportation Services

Non-federal Program Exam Cover Sheet for Non-federally Employed Maintenance Technicians

EXAMINEE INFORMATION

Exam ID/Title:	DBT F1STA Exam	**Date:**	10-04-2023
Examinee Name:	Rosendo Rosalez	**Time:**	1515

EXAMINER INFORMATION

Examining Office Name:	HOU TSC	**Routing Code:**	WC22G

Examiner Name:	John Richards
Supervisor Name:	Clifford Wilson
Supervisor Title:	

SYSTEM INFORMATION

Manufacturer:	DBT		
Type:	AWOS 3PT	**Model:**	F1STA

Airport Name:	EBG South Texas International Airport
System on Airport? Y or N	
Location (City, State):	Edinburg, TX

EXAM RESULTS

Total No.:	15	**No. Correct:**	15	**% Correct:**	100
Total Time:	1 hour, 15 minutes	**Pass/Fail:**	Pass		

OPERATIONS SUPPORT STAFF

Training Specialist Name:		**Routing Code:**	

SIGNATURES

Examiner's Supervisor Signature/Date: _____

Examiner's Signature/Date: John D. Richards 10-05-2023

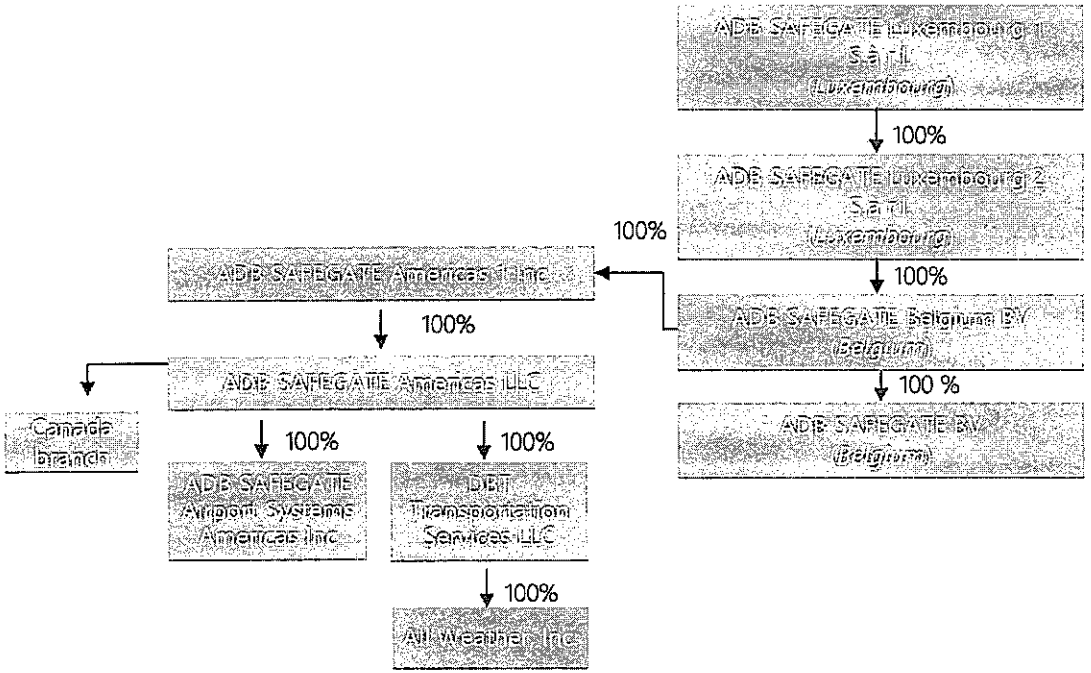
OSS Training Specialist Signature/Date: _____

certified on 17/07/2023

Nancy Van Campenhout
Legal and Compliance Director

Nancy Van Campenhout

ADB SAFEGATE Structure Chart



© 2019 ADB SAFEGATE. All Rights Reserved.

ADB Safegate Luxembourg 1 S.à r.l.

R.C.S. Luxembourg B 217.137

with a share capital of EUR 466.500.000

14-16 Avenue Pasteur • L-2310 Luxembourg

Consolidated Financial Statements

Consolidated financial statements for the financial year ended December 31, 2023 (with the report of the réviseur d'entreprises agréé thereon)



Table of Contents

Table of Contents 2
Management report 4
Report of the Réviseur d'entreprises agréé 9
Consolidated statement of profit or loss and other comprehensive income of ADB Safegate Luxembourg 1 S.à r.l. 13
Consolidated statement of financial position of ADB Safegate Luxembourg 1 S.à r.l. 14
Consolidated statement of changes in equity of ADB Safegate Luxembourg 1 S.à r.l. 15
Consolidated statement of cash flows of ADB Safegate Luxembourg 1 S.à r.l. 16
Notes to the consolidated financial statements of ADB Safegate Luxembourg 1 S.à r.l. 17
1. Reporting entity 17
2. Significant changes in the current reporting period 17
3. Basis of preparation 17
a) Statement of compliance 17
b) Basis of measurement 17
c) Functional and presentation currency 17
d) Critical accounting judgements and key sources of estimation uncertainty 17
e) New and amended standards adopted by the Group 19
f) New standards and interpretations issued but not yet applicable 20
4. Accounting policies and significant judgements 21
4.1 Material accounting policy information 21
a) Basis of consolidation 21
b) Foreign currency 22
c) Financial instruments 22
d) Property, plant and equipment 23
e) Intangible assets 24
f) Inventories 25
g) Impairment 25
h) Employee benefits 26
i) Provisions 27
j) Revenues from contracts with customers 27
k) Leases 29
l) Finance income and expenses 31
m) Income tax 31
5. Determination of fair values 31
6. Financial risk management 33
Overview 33
a) Credit risk 33

b) Liquidity risk 33
c) Market risk 33
7. Revenue from contracts with customers 35
a) Disaggregation of revenue from contracts with customers 35
b) Assets and liabilities related to contracts with customers 35
c) Revenue recognised in relation to contract liabilities 36
d) Unsatisfied long-term contracts 36
e) Assets recognized from costs to obtain a contract 36
8. Other expenses 37
a) Other expenses 37
b) Expenses by nature 37
9. Personnel 38
a) Personnel expense 38
b) Employment – average number of employees 38
10. Finance income and expense, recognized in statement of profit or loss 39
11. Tax expense, Deferred Tax Assets and Liabilities 40
12. Property, plant and equipment 43
13. Intangible assets and Goodwill 44
14. Inventories 47
15. Trade and other receivables, Contract Assets 48
16. Cash and cash equivalents 49
17. Capital and reserves 50
18. Loans and borrowings 51
19. Liabilities for post-employment and other long-term employee benefits 55
20. Provisions 59
21. Trade and other payables, Contract liabilities 60
22. Financial instruments 61
23. Leases 68
24. Capital commitments 70
25. Contingencies 70
26. Related parties 70
27. Group entities 71
28. Auditor fees 72
29. Subsequent events 72

ADB SAFEGATE

MANAGEMENT REPORT ON THE CONSOLIDATED FINANCIAL STATEMENTS OF ADB SAFEGATE LUXEMBOURG 1 S.à r.l. AS AT 31 DECEMBER 2023

In accordance with the Luxembourg law, we hereby submit our consolidated management report on the financial year ended 31 December 2023 of ADB Safegate Luxembourg 1 S.à r.l. ("the Company") together with its subsidiaries (the "ADB SAFEGATE Group" or the "Group"). The consolidated financial statements cover the year from 1 January 2023 to 31 December 2023 with a comparative year from 1 January 2022 to 31 December 2022.

ADB Safegate Luxembourg 1 S.à r.l. is a Luxembourg company registered at the address 14-16 avenue Pasteur, L-2310 Luxembourg. The Company was incorporated on 11 August 2017 and is the ultimate parent company of the ADB SAFEGATE Group.

The ADB SAFEGATE Group was formed when on 3 October 2017, ADB Luxembourg 1 S.à r.l. acquired all the shares of the ADB SAFEGATE Luxembourg S.A. Group for a consideration transferred of 674,9 mEUR with acquired cash excluded.

The Group is a global leading airfield technology group providing advanced, integrated and sustainable solutions for visual, and other guidance to the airfield sector.

The Group has adopted new and amended IFRS standards and IFRIC interpretations applicable as from 1 January 2023. They did not have any impact on the amounts recognized in the current period and are not expected to significantly affect future periods. The Group has not early adopted any standard, interpretation or amendment that has been issued but is not yet effective.

1. Overview of the Group financial performance

Revenues for the financial year ended 31 December 2023 amounted to 469,3 mEUR (407,4 mEUR in 2022). Total comprehensive income for the year was -56,1 mEUR (-29,4 mEUR in 2022). Operating result was 13,1 mEUR (-1,2 mEUR in 2022). EBITDA[1] was 79,9 mEUR (63,2 mEUR in 2022).

[1] EBITDA is a non-IFRS performance measure calculated by adding back from the Result from Operating activities the Amortisation, Depreciation, Impairment, and Non-recurring expenses.

ADB SAFEGATE

The financial year was characterized by non-recurring expenses of 8,8 mEUR mainly in connection with abnormal supply chain disruptions for an amount of 2,8 mEUR, global transformation project costs of 2,5 mEUR, group restructuring costs for 1,3 mEUR, recruitment expenses for 0,7 mEUR, and acquisition related costs for an amount of 0,4 mEUR.

As a result of the impairment testing on goodwill performed at 31 December 2023, an impairment loss on goodwill of 5,8 mEUR was recognized (nil in 2022). Impairment losses on Intangible assets were nil in 2023, while in 2022 the Group accounted for an impairment loss amounting to 1,5 mEUR on Intangible assets (technology). 59,9 mEUR net financial expenses were incurred in 2023 (51,1 mEUR in 2022), including a net foreign exchange gain of 4,7 mEUR (compared to a 9,1 mEUR net loss in 2022).

The Group complies with environmental and employment regulations applicable in the countries where the Group conducts its activities. The sites of Graz, Malmö and Zaventem are ISO 14001:2015 certified. The sites of Malmö and Zaventem are also ISO 45001:2018 certified.

2. Key financial year 2023 events

The year was characterized by strong revenue growth and better operating results in most regions. Revenues came in at 469,3 mEUR in 2023 vs 407,4 mEUR in 2022, an increase of 14%. The Group achieved a record order intake of 482.8 m EUR in 2023, surpassing the 448.6 mEUR recorded in 2022. This growth can be attributed to the post-pandemic recovery but increasingly also to an accelerating resurgence of market growth in various regions. In particular in the USA, Asia, and in the Middle East and Africa the Group recorded healthy double digit % growth in order intake. The geopolitical and economic situation in China slowed down order intake for new projects in China, resulting in a decrease in order intake of 29,8% compared to 2022.

From an operational standpoint, the US production plant moved to a new location in Columbus early 2023, without major disruptions on operations, and offering the Group further growth, efficiency, and insourcing opportunities. Furthermore, a new automated production line was installed in the Zaventem plant. Both plants production volumes and operating performance were above budget in 2023 and strongly improved efficiency versus 2022. The Group continues to closely monitor production volume, inventory levels, supply chain management.

The Group continues to take measures to adjust its cost structure to a continuously evolving and uncertain business environment by streamlining

ADB SAFEGATE

its organization, eliminating management positions, and active procurement management.

At the date of authorization of these financial statements, the Group has 32,1 mEUR of directly available liquidity comprising cash and cash equivalents and 14,0 mEUR unused Revolving Credit Facility (RCF) available. The Group is required to comply with a Net Debt to EBITDA covenant once over 35% of the RCF is drawn at the date of the financial statements. This covenant test was applicable at year end and the Group complied with this covenant.

For the year ended 31 December 2023 the Group recognized a 41,0 mEUR Net Loss while the Net Change in cash was -3,7 mEUR (in 2022, the Group recorded a Net Loss of 44,4 mEUR while the Net Change in cash was -11,0 mEUR).

The Group's net assets as of 31 December 2023 were -88,9 mEUR (-32,6 mEUR in 2022) with the decline primarily driven by the Net Loss of 41,0 mEUR.

Management believes 2024 will be another year of strong growth for the Group with revenues expected to grow with a double digit % in 2024. Given long project lead times - in particular for larger often multi-year projects like expansions or major refurbishment projects - the strong order intake in 2023 will help drive revenues growth for 2024.

Management continues to expect that the Group has adequate resources to continue in operation for at least the next 12 months from the date of approval of these consolidated financial statements and thus assesses that the going concern basis of accounting remains appropriate. Management has not identified any material uncertainty that may cast a significant doubt as to the Group's ability to continue as a going concern.

The share capital of the Company is composed of 18 083 600 ordinary shares with a nominal value of 1,00 EUR, 395 616 400 A preferred shares with a nominal value of 1,00 EUR, 12 800 000 B preferred shares with a nominal value of 1,00 EUR, and, during 2022, the issue of 40,000,000 new class C preferred shares with a nominal value of 1.00 EUR. No shares are held by the company itself, by subsidiary undertakings or by a person acting in his own name but on behalf of those undertakings.

3. Important events that have occurred since the end of the financial year

No significant events occurred since the end of the financial year which could negatively affect the financial position of the Group.

ADB SAFEGATE

4. Research & Development (R&D) activities

The Group R&D net spending amounted to 4,9 mEUR in 2023 (8,2 mEUR in 2022), excluding 17,1 mEUR qualifying as development costs and recognized as intangible assets in 2023 (13,5 mEUR in 2022). Spending is dedicated to development of new products and systems with improved functionalities. In addition, design-to-cost activities and product portfolio harmonization continued in 2023, also requiring R&D resources.

R&D activities are primarily carried out in the US and in Western Europe.

5. Existence of branches

The Group has branch offices and / or permanent establishments in Chile, Finland, France, Italy, Malaysia, the Netherlands, Spain, Taiwan, Turkey, Tunisia, the United Arab Emirates (Abu Dhabi) and the United Kingdom as at 31 December 2023.

6. Financial instruments

In January 2023, the Group entered into a USD interest rate cap hedge transaction with termination date of 3 December 2024. Contracts covering interest rate risks are accounted for in accordance with the hedge accounting method.

7. Risks and uncertainties

Risks associated with activities conducted from 1 January 2023 until 31 December 2023 (1 January 2022 until 31 December 2022) have been reflected in the consolidated financial statements through the recording of appropriate provisions. Risks associated with the execution of ongoing sales orders or projects are also reflected in the consolidated financial statements as required.

Some of the Group's main risk factors are associated with its international footprint and the industry in which it operates. Growth in the number or in the size of airports, evolution of airport capital expense budgets and macroeconomic indicators have an influence on the Group's business.

The Group continues to assess climate risk impact on aviation and on airports. As aviation contributes about 2.5% to global CO2 emissions, the impact on climate and climate risks of the sector cannot be ignored. Whereas longer term growth trends may be affected by climate concerns, the aviation sector as a whole and air travel are still expected to continue to grow longer term given the crucial role aviation plays in modern society. In the short and medium term, the Group also sees additional interest in

ADB SAFEGATE

replacing halogen airfields by LED or other latest technology lighting, having a positive impact on business. The Group will be subject to the CSRD (Corporate Social Responsibility Directive) for the reporting period 2025. In preparation for compliance with the CSRD, management is currently undergoing the Double materiality assessment in line with European Sustainability Reporting Standards. Furthermore, the Group is also in the process of obtaining a climate activator certification (Carbon neutral) on its Co2 emissions globally.

Credit risk associated with customers is closely monitored and may have an impact on the Group's results.

The Group's exposure to market risk, credit risk, liquidity risk, and cash flow risk is explained in more detail in note 6 Financial risk management and in note 23 Financial instruments of the Group's Consolidated Financial Statements. Attraction and retention of qualified personnel is also a key success factor for the Group.

8. Other

2024 performance up to 31 March 2024 is satisfactory and above budget 2024. Order Intake, revenues, and EBITDA as of 31 March 2024 are all above budget. Furthermore, in February 2024, the Group has signed a significant contract for New York's JFK airport Terminal 1, confirming our strategy and our investments in innovation in recent years.

The 2024 budget shows sufficient cash generation for the year 2024. The 2024 budget foresees the Group to pass the covenant test at the end of each quarter. The Group expects no change in Expected Credit Loss (ECL) based on data of the first three months of 2024. The Group does not anticipate any material loss of clients.

25 April 2024

Signature of Directors:

Laurent Dubois

Christelle Frank

Deloitte.

Deloitte Audit
Société à responsabilité limitée
20 Boulevard de Kockelscheuer
L-1821 Luxembourg

Tel: +352 451 451
www.deloitte.lu

To the Board of Managers
ADB Safegate Luxembourg 1 S.à r.l.
14-16, Avenue Pasteur
L - 2310 Luxembourg

REPORT OF THE *REVISEUR D'ENTREPRISES AGREE*

Report on the Audit of the Consolidated Financial Statements

Opinion

We have audited the consolidated financial statements of ADB Safegate Luxembourg 1 S.à r.l. and its subsidiaries (the "Group"), which comprise the consolidated statement of financial position as at December 31, 2023, the consolidated statement of profit or loss and other comprehensive income, the consolidated statement of changes in equity, the consolidated statement of cash flows for the year then ended, and notes to the consolidated financial statements, including material accounting policy information and other explanatory information.

In our opinion, the accompanying consolidated financial statements give a true and fair view of the consolidated financial position of the Group as at December 31, 2023, and of its consolidated financial performance and its consolidated cash flows for the year then ended in accordance with IFRS Accounting Standards as adopted by the European Union.

Basis for Opinion

We conducted our audit in accordance with the Law of July 23, 2016 on the audit profession (Law of July 23, 2016) and with International Standards on Auditing (ISAs) as adopted for Luxembourg by the *Commission de Surveillance du Secteur Financier* (CSSF). Our responsibilities under the Law of July 23, 2016 and ISAs as adopted for Luxembourg by the CSSF are further described in the "Responsibilities of the *réviseur d'entreprises agréé* for the Audit of the consolidated financial statements" section of our report. We are also independent of the Group in accordance with the International Code of Ethics for Professional Accountants, including International Independence Standards, issued by the International Ethics Standards Board for Accountants (IESBA Code) as adopted for Luxembourg by the CSSF together with the ethical requirements that are relevant to our audit of the consolidated financial statements, and have fulfilled our other ethical responsibilities under those ethical requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

© Deloitte Audit, SARL

Other information

The Board of Managers is responsible for the other information. The other information comprises the information stated in the consolidated annual report including the management report but does not include the consolidated financial statements and our report of the *réviseur d'entreprises agréé* thereon.

Our opinion on the consolidated financial statements does not cover the other information and we do not express any form of assurance conclusion thereon.

In connection with our audit of the consolidated financial statements, our responsibility is to read the other information and, in doing so, consider whether the other information is materially inconsistent with the consolidated financial statements or our knowledge obtained in the audit or otherwise appears to be materially misstated. If, based on the work we have performed, we conclude that there is a material misstatement of this other information, we are required to report this fact. We have nothing to report in this regard.

Responsibilities of the Board of Managers and Those Charged with Governance for the Consolidated Financial Statements

The Board of Managers is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with IFRSs as adopted by the European Union, and for such internal control as the Board of Managers determines is necessary to enable the preparation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, the Board of Managers is responsible for assessing the Group's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless the Board of Managers either intends to liquidate the Group or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Group's financial reporting process.

Responsibilities of the "réviseur d'entreprises agréé" for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue a report of the *réviseur d'entreprises agréé* that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with the Law of July 23, 2016 and with ISAs as adopted for Luxembourg by the CSSF will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these consolidated financial statements.

As part of an audit in accordance with the Law of July 23, 2016 and with ISAs as adopted for Luxembourg by the CSSF, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Group's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by the Board of Managers.
- Conclude on the appropriateness of Board of Managers use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Group's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our report of the *réviseur d'entreprises agrée* to the related disclosures in the consolidated financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our report of the *réviseur d'entreprises agréé*. However, future events or conditions may cause the Group to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the consolidated financial statements, including the disclosures, and whether the consolidated financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Obtain sufficient appropriate audit evidence regarding the financial information of the entities and business activities within the Group to express an opinion on the consolidated financial statements. We are responsible for the direction, supervision and performance of the Group audit. We remain solely responsible for our audit opinion.

Deloitte.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

Report on Other Legal and Regulatory Requirements

The consolidated management report is consistent with the consolidated financial statements and has been prepared in accordance with applicable legal requirements.

For Deloitte Audit, *Cabinet de révision agréé*



Vincent Blaise

Vincent Blaise, *Réviseur d'entreprises agréé*
Partner

April 26, 2024

Consolidated financial statements of ADB Safegate Luxembourg 1 S.à r.l.

Consolidated statement of profit or loss and other comprehensive income of ADB Safegate Luxembourg 1 S.à r.l.

In millions of Euro	Notes	For the year ending 31/12/2023	For the year ending 31/12/2022
Statement of Profit or Loss			
Revenue	7	469,3	407,4
Cost of Sales		-322,5	-281,1
Gross Profit		146,8	126,3
Marketing and Selling Expenses		-34,4	-27,7
General Administration Expenses		-36,6	-41,8
Research and Development Expenses		-4,9	-8,2
Impairment Loss on Trade Receivables and Contract Assets	8, 22	0,8	-0,1
Depreciation	12	-8,4	-7,5
Impairment Loss on Goodwill and Intangible Assets	13	-5,8	-1,5
Amortization	13	-41,7	-40,4
Other Expenses	8	-2,7	-0,3
Result From Operating Activities		13,1	-1,2
Financial Income		12,3	18,1
Financial Costs		-72,2	-69,1
Net Financial Costs	10	-59,9	-51,1
Share of Net Profit of Joint Ventures (Accounted for using Equity Method)		0,0	0,0
Result Before Taxes		-46,8	-52,3
Tax Income / (Expense)	11	5,8	7,9
Result after Tax for the period		-41,0	-44,4
Result For The Period Attributable To:			
Owners Of The Company		-41,0	-44,4
Non-Controling Interests		0,0	0,0
Other comprehensive income			
Items that will not be reclassified to profit or loss		-0,5	2,1
Defined benefit plan actuarial gains (losses)	19	-0,5	2,1
Items that may be reclassified subsequently to profit or loss	10	-14,6	13,0
Foreign currency translation differences – foreign operations		-5,9	2,0
Effective portion of changes in fair value of cash-flow hedges		-8,1	11,5
Tax on other comprehensive income		-0,6	-0,5
Other comprehensive income for the period (net of tax)		-15,1	15,0
Total comprehensive income for the period		-56,1	-29,4
Total comprehensive income attributable to:			
Owners of the Company		-56,1	-29,4
Non-controlling interests		0,0	0,0
Total comprehensive income for the period		-56,1	-29,4

The accompanying notes on pages 8 - 63 are an integral part of these consolidated financial statements.

Consolidated statement of financial position of ADB Safegate Luxembourg 1 S.à r.l.

In millions of euro	Notes	31/12/2023	31/12/2022
Assets			
Property, plant and equipment	12	45,6	26,0
Intangible assets	13	280,6	306,5
Goodwill	13	183,6	193,5
Investment in a joint venture		0,1	0,1
Fixed assets		**509,9**	**526,0**
Loan receivables		0,5	0,3
Financial assets	22	2,3	8,9
Deferred tax assets	11	0,2	0,3
Costs incurred to obtain or fulfil a contract	7	1,6	1,8
Other non-current assets		**4,5**	**11,3**
Total non-current assets		**514,4**	**537,3**
Inventories	14	55,7	57,0
Current tax assets	11	2,4	1,5
Current financial assets - interest free	22	0,0	1,5
Trade and other receivables	15	91,6	85,3
Contract assets	7,15	93,5	84,6
Other current assets		13,8	14,9
Cash and cash equivalents	16	30,1	34,2
Total current assets		**287,2**	**279,0**
Total assets		**801,6**	**816,4**
Equity			
Share capital	17	466,5	466,5
Reserves		-7,1	7,7
Retained earnings		-549,7	-508,7
Employee benefit obligations	19	1,4	1,9
Total equity attributable to the owners of the Company		**-88,9**	**-32,6**
Non-controlling interests		0,0	0,0
Total equity		**-88,9**	**-32,6**
Liabilities			
Loans and borrowings	18	603,9	588,8
Other financial liabilities		0,1	0,1
Employee benefit obligations	19	1,6	1,1
Deferred tax liabilities	11	45,2	54,8
Provisions	20	1,9	2,4
Lease liabilities	18, 23	19,4	4,0
Total non-current liabilities		**672,1**	**651,3**
Current tax liabilities	11	3,8	2,0
Loans and borrowings	18	74,7	56,4
Trade and other payables, including derivatives	21	74,6	72,4
Contract liabilities	7, 21	36,6	40,9
Provisions	20	6,6	5,3
Lease Liabilities	18, 23	2,8	2,9
Other current liabilities		19,3	17,7
Total current liabilities		**218,4**	**197,7**
Total liabilities		**890,5**	**849,0**
Total equity and liabilities		**801,6**	**816,4**

The accompanying notes on pages 8 - 63 are an integral part of these consolidated financial statements.

Consolidated statement of changes in equity of ADB Safegate Luxembourg 1 S.à r.l.

In millions of euro	Share Capital	Additional paid in capital	Translation Reserve	Hedging Reserve	Actuarial gain/loss Pension Plans	Retained Earnings	Total equity attributable to owners of the company	Non-controlling interests	Total Equity
01/01/2023	**466,5**	**-**	**2,7**	**10,4**	**1,9**	**508,7**	**32,6**	**0,0**	**32,6**
Total comprehensive income for the period	-	-	5,9	8,7	0,5	41,0	56,1	-	56,1
Profit/(loss)	-	-	-	-	-	41,0	41,0	-	41,0
Total other comprehensive income	-	-	5,9	8,7	0,5	0,0	15,1	-	15,1
Other	-	-	0,0	0,1	-	0,0	0,1	0,0	0,1
Issue of share capital	-	-	-	-	-	0,1	0,1	-	0,1
Other	-	-	0,0	0,1	-	0,1	0,2	0,0	0,2
31/12/2023	**466,5**	**-**	**8,6**	**1,5**	**1,4**	**549,7**	**88,9**	**-**	**88,9**

In millions of euro	Share Capital	Additional paid in capital	Translation Reserve	Hedging Reserve	Actuarial gain/loss Pension Plans	Retained Earnings	Total equity attributable to owners of the company	Non-controlling interests	Total Equity
01/01/2022	**426,5**	**-**	**4,1**	**0,6**	**0,2**	**464,1**	**42,6**	**0,0**	**42,6**
Total comprehensive income for the period	-	-	2,0	11,0	2,1	44,4	29,4	-	29,4
Profit/(loss)	-	-	-	-	-	44,4	44,4	0,0	44,4
Total other comprehensive income	-	-	2,0	11,0	2,1	0,0	15,0	0,0	15,0
Other	40,0	-	0,5	-	-	0,1	39,3	-	39,3
Issue of share capital	40,0	-	-	-	-	-	40,0	-	40,0
Other	-	-	0,5	-	-	0,1	0,7	-	0,7
31/12/2022	**466,5**	**-**	**2,7**	**10,4**	**1,9**	**508,7**	**32,6**	**0,0**	**32,6**

The accompanying notes on pages 8 - 63 are an integral part of these consolidated financial statements.

Consolidated statement of cash flows of ADB Safegate Luxembourg 1 S.à r.l.

in millions of euro	Notes	31/12/2023	31/12/2022
Cash flows from operating activities			
Result after Tax for the period		-41,0	-44,4
Adjustments for:			
Depreciation	12	8,4	7,5
Amortisation of intangible assets	13	41,7	40,4
Impairment on goodwill and intangible assets	13	5,8	1,5
Impairment losses on trade receivables, contract assets & inventory	8, 22	-1,4	0,7
Amortisation of costs to fulfill a contract	8	1,4	0,9
(Gain) on disposal of property, plant and equipement	12	0,0	-1,1
Net finance expense	10	59,9	51,1
Income tax expense/(income)	11	-5,8	-7,9
Change in provisions and employee benefits		0,8	-2,9
Change in Working Capital - Inventories		0,7	-17,7
Change in Working Capital - Trade and Other Payables		2,0	7,8
Change in Working Capital - Contract Liabilities		-5,6	3,5
Change in Working Capital - Trade and Other Receivables		-7,3	1,2
Change in Working Capital - Contract Assets		-8,0	-12,8
Change in Working Capital - Other Current Assets		1,0	-5,9
Change in Working Capital - Other Current Liabilities		4,3	0,4
Change in Other Non Current Assets		0,0	1,3
Income tax paid		-2,9	-4,7
Net cash generated by (used in) operating activities		**54,6**	**18,7**
Cash flows from investing activities			
Acquisition of Intangible Assets	13	-17,1	-15,5
Acquisition of property, plant and equipment	12	-12,0	-5,9
Proceeds from sale of property, plant and equipment	12	0,1	5,6
Net cash from (used in) investing activities		**-29,0**	**-15,8**
Cash flows from financing activities			
Proceeds from issue of share capital and stock options	17	0,0	40,0
Payment of transaction costs	18	0,0	-5,9
New borrowings	18	15,4	0,0
Repayment of borrowings	18	0,0	-7,6
Repayment of the principal of lease liabilities	23	-3,2	-3,1
Interest and bank charges paid	18, 23	-41,5	-37,4
Net cash from (used in) financing activities		**-29,3**	**-14,0**
Net increase / decrease in cash and cash equivalents		**-3,7**	**-11,0**
Cash and cash equivalents beginning balance	16	34,2	42,3
Effect of exchange rate fluctuations on cash held		-0,4	2,9
Cash and cash equivalents ending balance	16	30,1	34,2

The accompanying notes on pages 8 – 63 are an integral part of these consolidated financial statements.

Notes to the consolidated financial statements of ADB Safegate Luxembourg 1 S.à r.l.

1. Reporting entity

ADB Safegate Luxembourg 1 S.à r.l. (the "Company") is a company incorporated on 11 August 2017, with registered office at 14-16 Avenue Pasteur, L-2310 Luxembourg, and registered with the Luxembourg Register of Commerce and Companies under number B 217.137.

The consolidated financial statements of the Company for the year ended 31 December 2023 comprise the Company and its subsidiaries (together referred to as the "Group" and individually as "Group entities"). The comparative year is from 1 January 2022 until 31 December 2022. The Group is a leading provider of intelligent solutions that deliver superior airport performance from approach to departure. The Group's portfolio includes solution and services that harmonize airport performance, tackling every aspect of traffic handling and guidance, from approach, runway and taxiway lighting to tower-based traffic control systems, intelligent gate and docking automation, and weather systems.

2. Significant changes in the current reporting period

No significant event occurred during the current reporting period.

3. Basis of preparation

a) Statement of compliance

The consolidated financial statements of the Group have been prepared in accordance with International Financial Reporting Standards (IFRS) as adopted by the European Union.

The consolidated financial statements were authorised for issue by the Board of Directors on 25 April 2024.

b) Basis of measurement

The consolidated financial statements have been prepared on a historical cost basis except for (i) derivative financial instruments which are measured at fair value, (ii) net defined benefit liabilities which are measured at fair value of plan assets less the present value of the defined benefit obligation, and (iii) acquired assets and liabilities assumed in a business combination.

c) Functional and presentation currency

These consolidated financial statements are presented in million Euro, which is the Company's functional currency. All financial information presented in million Euro has been rounded to the nearest 0,1 million. Consequently, rounding differences can arise.

d) Critical accounting judgements and key sources of estimation uncertainty

In applying the Group's accounting policies, which are described in note 4, management is required to make judgements (other than those involving estimations) that have a significant impact on the amounts recognized, and to make estimates and assumptions about the carrying amounts of assets and liabilities that are not readily apparent from other sources. The estimates and associated assumptions are based on historical experience and other factors that are considered to be relevant. Actual results may differ from these estimates.

The estimates and underlying assumptions are reviewed on an ongoing basis. Revisions to accounting estimates are recognized in the period in which the estimate is revised if the revision affects only that period, or in the period of the revision and future periods if the revision affects both current and future periods.

Critical judgements
The Group has not made critical judgements in the process of applying the Group's accounting policies that would have significant effect on the amounts recognised in financial statements.

Key sources of estimation uncertainty
The key assumptions, and other key sources of estimation uncertainty at the reporting period that may have a significant risk of causing a material adjustment to the carrying amounts of assets and liabilities within the next financial year, are described below.

- Impairment of trade receivables and contract assets: see accounting policy (g)

For contract assets and trade receivables, the Group has applied the standard's simplified approach and has calculated ECLs based on lifetime expected credit losses. The Group has established a provision matrix that is based on the Group's historical credit loss experience, adjusted for forward-looking factors specific to the debtors and the economic environment.

- Impairment of non-financial assets: see accounting policy (g) (ii)

The impairment test performed considers the Group's budget for the following year and long-range business plan cash flows for each cash-generating units, discounted to present value at the weighted average cost of capital (WACC) for the year ended on December 31, 2023. In preparing or using this information, the Company uses certain estimates, as follows:

a) Gross expected cash flow - management projects inflows and outflows based on past performance considering its business strategy and market development expectations.
b) Growth rates - the growth rates are reflected in the revenue flow and the gross margin budgeted by the Group, consistent with the forecasts included in industry reports.
c) Discount rates - an appropriate discount rate is used that reflects the expectation of both debt and equity investors at the time the calculation is made weighted by their respective contribution of capital.

- Revenue (percentage of completion): see accounting policy (j)

A significant portion of revenue is derived from long-term contracts, recognized over time by using the stage of completion or percentage of completion ("POC") determined using the cost-to-cost method, see further details in the accounting policy (j).

During the contract execution, the Group assesses the costs incurred, adjusting total estimated costs at completion, if necessary, to reflect variations in costs in relation to the projections, mainly due to changes in circumstances and new events, such as contract modification. Any resulting increase or decrease in estimated revenues or costs at completion is recognized as catch-up adjustment in the consolidated statements of profit or loss, increasing or decreasing revenue and gross margin, in the reporting period which the circumstances that give rise to the change become known by management.

- Useful life intangible assets: see accounting policy (e)

Amortisation of intangible assets requires estimates of useful lives, which are determined through the exercise of judgment, taking into consideration factors such as economic and market conditions and the useful lives of the assets.

- Fair value of derivatives: see note 5 (iv)

Fair value is determined by reference to the market price at the end of the period. The interest rate swaps which the Group currently uses to hedge its interest rate risk is estimated based on the present value of future principal and interest cash flows, discounted at the market rate of the interest at the reporting date.

- Liabilities for post-employment and other long-term employee benefits: see accounting policy (h)

The liability in respect of post-employment defined benefit plans is determined using actuarial valuations. The actuarial valuation involves making assumptions about, among others, discount rates, expected rates of return on assets, future salary increases and mortality rates. Due to the long-term nature of these plans, such estimates are subject to uncertainty.

- Acquisition of subsidiary: fair value of the consideration transferred, and fair value of the assets acquired, and liabilities assumed: see note 5.i

Management performs a valuation analysis to allocate the purchase price based on the acquisition date fair values of the identifiable assets acquired and liabilities assumed. Determining the fair value of identifiable assets acquired and liabilities assumed on the acquisition date and contingent share consideration requires the use of judgment and estimates. Valuations are highly dependent on the inputs used and assumptions made by management regarding the future performance of these assets and any changes in the discount rate applied.

- Leases – estimation of the incremental borrowing rate: see accounting policy (k)

The measurement of lease obligations is subject to management's judgments of the applicable incremental borrowing rate and the expected lease term. The carrying balance of the right-of-use assets, lease obligations, and the resulting interest and depletion and depreciation expense, may differ due to changes in the market conditions and expected lease terms. Applicable incremental borrowing rates are based on judgments of the economic environment, term, currency, and the underlying risk inherent to the asset.

- Lease term of contracts with renewal and termination options, as a lessee: see accounting policy (k)

The Group leases certain properties which contain extension options exercisable by the Group after the end of the non-cancellable contract period. The extension options held are exercisable only by the Group and not by the lessors. The Group assesses at lease commencement date whether it is reasonably certain to exercise the extension options. The Group reassesses whether it is reasonably certain to exercise the options if there is a significant event or significant changes in circumstances within its control.

- Recognition of deferred tax assets for carried forward tax losses: see accounting policy (m)

Deferred tax assets relate primarily to tax loss carried forwards and to deductible temporary differences between reported amounts and the tax bases of assets and liabilities. The assets relating to the tax loss carried forwards are recognised if it is probable that the Group will generate future taxable profits against which these tax losses can be set off. The Group analyses past events, and the positive and negative elements of certain economic factors that may affect its business in the foreseeable future to determine the probability of its future utilization of these tax losses carried forward.

e) New and amended standards adopted by the Group

The Group has applied the following standards and amendments for the first time for their annual reporting period commencing 1 January 2023:

- Definition of Accounting Estimates – Amendments to IAS 8 (effective 1 January 2023)
- Disclosure of Accounting policies – Amendments to IAS 1 and IFRS Practice Statement 2 (effective 1 January 2023)
- Deferred tax related to Assets and Liabilities arising from a Single Transaction – Amendments to IAS 12 (effective 1 January 2023)
- International Tax Reform – Pillar Two Model Rules – Amendments to IAS 12 (effective 1 January 2023)
- IFRS 17 Insurance Contracts (effective 1 January 2023)

The amendments and interpretation listed above did not have any impact on the amounts recognised in the current period and are not expected to significantly affect future periods. The Group has not early adopted any other standard, interpretation or amendment that has been issued but is not yet effective.

f) New standards and interpretations issued but not yet applicable

Several new standards, amendments to standards and interpretations are not yet effective for the year ended 31 December 2023, and have not been applied in preparing these consolidated financial statements:

- Classification of Liabilities as Current or Non-current – and – Non-current Liabilities with Covenants - Amendments to IAS 1 (effective 1 January 2024)
- Lease Liability in a Sale and Leaseback – Amendments to IFRS 16 (effective 1 January 2024)
- Disclosures: Supplier Finance Arrangements – Amendments to IAS 7 and IFRS 7 (effective 1 January 2024)
- Lack of exchangeability – Amendments to IAS 21 (effective 1 January 2025)
- Sale or Contribution of Assets between an Investor and its Associate or Joint Venture – Amendments to IFRS 10 and IAS 28
- IFRS 18 Presentation and Disclosures in Financial Statements (effective 1 January 2027)

The Group is assessing the potential impact on the consolidated financial statements resulting from these amendments. These new standards are not expected to significantly affect future periods. There are no other standards that are not yet effective and that would be expected to have a material impact on the entity in the current or future reporting periods and on foreseeable future transactions.

4. Accounting policies and significant judgements

The accounting policies set out below have been applied consistently by the Company and the Group entities and to all the years presented, unless otherwise stated.

4.1 Material accounting policy information

a) Basis of consolidation

(i) Business Combinations

Business combinations are accounted for using the acquisition method as at the acquisition date, which is the date on which control is transferred to the Group. The Group controls an entity when it is exposed to, or has rights to, variable returns from its involvement with the entity and has the ability to affect those returns through its power over the entity.

The consideration transferred for the acquisition of a subsidiary comprises:

- the fair values of the assets transferred
- the liabilities incurred to the former owners of the acquired business
- the equity interests issued by the Group
- the fair value of any asset or liability resulting from a contingent consideration arrangement, and
- the fair value of any pre-existing equity interest in the subsidiary.

The Group recognises any non-controlling interest in the acquired entity on an acquisition-by-acquisition basis either at fair value or at the non-controlling interest's proportionate share of the acquired entity's net identifiable assets.

The excess of:

- the consideration transferred,
- the amount of any non-controlling interest in the acquired entity, and
- the acquisition-date fair value of any previous equity interest in the acquired entity

over the fair value of the net identifiable assets acquired is recorded as goodwill. If those amounts are less than the fair value of the net identifiable assets of the business acquired, the difference is recognised directly in profit or loss as a bargain purchase.

The consideration transferred does not include amounts related to the settlement of pre-existing relationships. Such amounts generally are recognised in profit or loss. Transactions costs, other than those associated with the issue of debt or equity securities, that the Group incurs in connection with a business combination are expensed as incurred. Any contingent consideration payable is measured at fair value at the acquisition date. If the contingent consideration is classified as equity, then it is not remeasured, and settlement is accounted for within equity. Otherwise, subsequent changes in the fair value of the contingent consideration are recognised in profit or loss.

(ii) Subsidiaries

Subsidiaries are entities controlled by the Group. The Group controls an entity when it is exposed to, or has rights to, variable returns from its involvement with the entity and has the ability to affect those returns through its power to direct activities of the Group. The financial statements of subsidiaries are included in the consolidated financial statements from the date that control commences until the date that control ceases. The accounting policies of subsidiaries have been changed when necessary to align them with the policies adopted by the Group.

(iii) Transactions eliminated on consolidation

Intra-Group balances and transactions, and any unrealised income and expenses arising from intra-Group transactions, are eliminated in preparing the consolidated financial statements. Unrealised losses are eliminated in the same way as unrealised gains, but only to the extent that there is no evidence of impairment.

b) Foreign currency

(i) Foreign currency transactions

Transactions in foreign currencies are translated to the respective functional currencies of Group entities at exchange rates at the dates of the transactions. Monetary assets and liabilities denominated in foreign currencies at the reporting date are translated to the functional currency at the exchange rate at that date. The foreign currency gain or loss on monetary items is the difference between amortised cost in the functional currency at the beginning of the period, adjusted for effective interest and payments during the period, and the amortised cost in foreign currency translated at the exchange rate at the end of the period. Non-monetary assets and liabilities denominated in foreign currencies that are measured at fair value are retranslated to the functional currency at the exchange rate at the date that the fair value was determined. Foreign currency differences arising on translation are recognised in profit or loss, except for the effective portion of designated cash flow hedges, which are recognized in other comprehensive income.

(ii) Foreign operations

The assets and liabilities of foreign operations, including goodwill and fair value adjustments arising on acquisition, are translated to euro at exchange rates at the reporting date. The income and expenses of foreign operations are translated to euro at exchange rates at the dates of the transactions.

Foreign currency differences are recognised directly in equity. When a foreign operation is disposed of, in part or in full, the relevant amount in the foreign currency translation reserve is transferred to profit or loss.

c) Financial instruments

(i) Non-derivative financial instruments

Non-derivative financial instruments comprise trade and other receivables, cash and cash equivalents, loans and borrowings, and trade and other payables. These financial instruments are recognised initially at fair value plus any directly attributable transaction costs. Subsequent to initial recognition non-derivative financial instruments are measured at amortised cost using the effective interest rate method, less impairment losses, if applicable.

(ii) Derivative financial instruments

The Group holds derivative financial instruments to hedge its interest rate risk exposures. Embedded derivatives are separated from the host contract and accounted for separately if the economic characteristics and risks of the host contract and the embedded derivative are not closely related. A separate instrument with the same terms as the embedded derivative would meet the definition of a derivative, and the combined instrument is not measured at fair value through profit or loss.

Derivatives are recognised initially at fair value; attributable transaction costs are recognised in profit or loss when incurred.

The Group applies hedge accounting for some designated interest rate cap contracts. The objective of these hedges is to cover the interest risk on the main sources of debt financing. Subsequent to initial recognition, these derivatives are measured at fair value, and changes therein are accounted for through Other Comprehensive Income until the underlying hedged transaction is recognized through profit and loss. This is the case when a forecast transaction subsequently results in the recognition of a non-financial asset or liability or becomes a firm commitment for which fair value hedge accounting is applied.

Derecognition of financial assets
A financial asset (or, where applicable, a part of a financial asset or part of a group of similar financial assets) is primarily derecognised (i.e., removed from the Group's consolidated statement of financial position) when:

- The rights to receive cash flows from the asset have expired
  Or
- The Group has transferred its rights to receive cash flows from the asset or has assumed an obligation to pay the received cash flows in full without material delay to a third party under a 'pass-through' arrangement; and either (a) the Group has transferred substantially all the risks and rewards of the asset, or (b) the Group has neither transferred nor retained substantially all the risks and rewards of the asset, but has transferred control of the asset

When the Group has transferred its rights to receive cash flows from an asset or has entered into a pass-through arrangement, it evaluates if, and to what extent, it has retained the risks and rewards of ownership. When it has neither transferred nor retained substantially all of the risks and rewards of the asset, nor transferred control of the asset, the Group continues to recognise the transferred asset to the extent of its continuing involvement. In that case, the Group also recognises an associated liability. The transferred asset and the associated liability are measured on a basis that reflects the rights and obligations that the Group has retained.

(iii) Share capital

Ordinary shares
Ordinary shares and Preferred shares are classified as equity. Incremental costs directly attributable to the issue of ordinary shares and share options are recognised as a deduction from equity, net of any tax effects.

Preference shares
The Group's A preferred shares, B preferred shares and C preferred shares are classified as equity instruments. See note 17 for further information on economic rights attached to the shares.

Repurchase of share capital
When share capital recognized as equity is repurchased, the amount of the consideration paid, including directly attributable costs, net of any tax effects, is recognized as a deduction from equity. Repurchased shares are classified as treasury shares and presented in the reserve for own shares. When treasury shares are sold or reissued subsequently, the amount received is recognized as an increase in equity, and the resulting surplus or deficit on the transaction is presented in retained earnings.

d) Property, plant and equipment

(i) Recognition and measurement

Items of property, plant and equipment are measured at historical cost less accumulated depreciation and accumulated impairment losses. Historical cost includes expenditure that is directly attributable to the acquisition of the asset.

When parts of an item of property, plant and equipment have different useful lives, they are accounted for as separate items (major components) of property, plant and equipment.

Gains and losses on disposal of an item of property, plant and equipment are determined by comparing the net proceeds from disposal with the carrying amount of property, plant and equipment, and are recognised net within "other income" or "other expenses" in profit or loss.

(ii) Subsequent costs

The cost of replacing part of an item of property, plant and equipment is recognised in the carrying amount of the item if it is probable that the future economic benefits embodied within the part will flow to the Group and its cost can be measured reliably. The carrying amount of the replaced part is derecognised. The costs of the day-to-day servicing of property, plant and equipment are recognised in profit or loss as incurred.

(iii) Depreciation

Depreciation is recognised in profit or loss on a straight-line basis over the estimated useful lives of each part of an item of property, plant and equipment. Leased assets are depreciated over the shorter of the lease term and their useful lives unless it is reasonably certain that the Group will obtain ownership by the end of the lease term. Land is not depreciated.

The estimated useful lives are as follows:

- Buildings	10-40 years
- Plant and equipment	5-10 years
- Furniture and others	3-5 years

Depreciation methods, useful lives and residual values are reviewed at each reporting date.

e) Intangible assets

(i) Goodwill

Goodwill arises on the acquisition of subsidiaries. Goodwill represents the excess of the cost of the acquisition over the Group's interest in the net fair value of the identifiable assets, liabilities and contingent liabilities of the acquiree. When the excess is negative, it is recognised immediately in profit or loss. Goodwill is not amortised, but it is tested for impairment annually, or more frequently if events or changes in circumstances indicate that it might be impaired and is carried at cost less accumulated impairment losses.

Goodwill is allocated to cash-generating units for the purpose of impairment testing. The allocation is made to those cash-generating units or Groups of cash-generating units that are expected to benefit from the business combination in which the goodwill arose. The units or Groups of units are identified at the lowest level at which goodwill is monitored for internal management purposes, being the operating segments. See note 4.1.(g) for further explanation on goodwill impairment testing.

(ii) Technology – Development expenses

Research costs are expensed as incurred. Development expenditures on individual project are recognised as an intangible asset when the Group can demonstrate:

- The technical feasibility of completing the intangible asset so that the asset will be available for use or sale
- Its intention to complete and its ability and intention to use or sell the asset
- How the asset will generate future economic benefits
- The availability of resources to complete the asset
- The ability to measure reliably the expenditure during development

Otherwise, the development expenditures are expensed as incurred.

(iii) Other intangible assets

Other intangible assets that are acquired separately by the Group, which have finite useful lives, are measured at cost less accumulated amortisation and accumulated impairment losses.

(iv) Subsequent expenditure

Subsequent expenditure is capitalised only when it increases the future economic benefits embodied in the specific asset to which it relates. All other expenditure, including expenditure on internally generated goodwill and brands, is recognised in profit or loss as incurred.

(v) Amortisation

Amortisation is recognised in profit or loss on a straight-line basis over the estimated useful lives of intangible assets, other than goodwill, from the date that they are available for use. The estimated useful lives are as follows:

- Patents and trademarks	3-14 years
- Software licences	3-7 years

- Customer relationships 8-14 years
- Backlog Specific
- Technology 7-11 years

f) Inventories

Inventories are measured at the lower of cost and net realisable value. The cost of inventories is based on the weighted average principle, and includes expenditure incurred in acquiring the inventories, production or conversion costs and other costs incurred in bringing them to their existing location and condition. In the case of manufactured inventories and work in progress, cost includes an appropriate share of production overheads based on normal operating capacity. Write-down for obsolescence is deducted from the cost of inventories.
Net realisable value is the estimated selling price in the ordinary course of business, less the estimated costs of completion and selling expenses.

g) Impairment

(i) Financial assets

The Group has two types of financial assets that are subject to the expected credit loss model:

- Trade receivables
- Contract assets

While cash and cash equivalents are also subject to impairment requirements, the identified impairment loss was immaterial.

Trade receivables and contract assets

The Group applies a simplified approach to measuring expected credit losses, which uses a lifetime expected loss allowance for all trade receivables and contract assets at each reporting date.

To measure the expected credit losses, trade receivables and contract assets have been grouped based on shared credit risk characteristics and the days past due. The contract assets relate to costs in excess and have substantially the same risk characteristics as the trade receivables for the same types of contracts. The Group has therefore concluded that the expected loss rates for trade receivables are a reasonable approximation of the loss rates for the contract assets.

The expected loss rates are based on the payment profiles of sales over a period of 4 years before 31 December 2023 or 31 December 2022 respectively and the corresponding historical credit losses experienced within this period. When necessary, the historical loss rates are adjusted to reflect current and forward-looking information on macroeconomic factors affecting the ability of the customers to settle the receivables. At every reporting date, the historical observed default rates are updated and changes in the forward-looking estimates are analysed.

When determining whether the credit risk of a financial asset has increased significantly since initial recognition and when estimating Expected Credit Losses, the Group considers reasonable and supportable information that is relevant and available without undue cost or effort. This includes both quantitative and qualitative information and analysis, based on the Group's historical experience and informed credit assessment and including forward-looking information when necessary.

The Group assumes that the credit risk on a financial asset has increased significantly if it is more than 30 days past due.

The Group considers a financial asset to be in default when there is no reasonable expectation of recovery. Indicators that there is no reasonable expectation of recovery include, amongst others, the failure of a debtor to engage in a repayment plan with the Group, and a failure to make contractual payments.

The assessment of the correlation between historical observed default rates, forecast economic conditions and expected credit loss is a significant estimate. Impairment losses on trade receivables and contract assets are presented as "Impairment losses on trade receivables and contract assets" within operating profit. Subsequent recoveries of amounts previously written off are credited against the same line item.

(ii) Non-financial assets

The carrying amounts of the Group's non-financial assets, other than inventories and deferred tax assets, are reviewed at each reporting date to determine whether there is any indication of impairment. If any such indication exists, then the asset's recoverable amount is estimated. For goodwill and intangible assets that have indefinite lives or that are not yet available for use, the recoverable amount is estimated each year at the same time.

The recoverable amount of an asset or cash generating unit is the greater of its value in use and its fair value less costs to sell. In assessing value in use, the estimated future cash flows are discounted to their present value using a pre-tax discount rate that reflects current market assessments of the time value of money and the risks specific to the asset or cash generating unit.

For the purpose of impairment testing, assets are grouped together into the smallest group of assets that generates cash inflows from continuing use that are largely independent of the cash inflows of other assets or Groups of assets (the "cash-generating unit"). The goodwill acquired in a business combination, for the purpose of impairment testing, is allocated to cash-generating units that are expected to benefit from the synergies of the combination.

An impairment loss is recognised if the carrying amount of an asset or its cash-generating unit exceeds its estimated recoverable amount. Impairment losses are recognised in profit or loss. Impairment losses recognised in respect of cash-generating units are allocated first to reduce the carrying amount of any goodwill allocated to the units and then to reduce the carrying amounts of the other assets in the unit (group of units) on a *pro rata* basis.

An impairment loss in respect of goodwill is not reversed. In respect of other assets, impairment losses recognised in prior periods are assessed at each reporting date for any indications that the loss has decreased or no longer exists. An impairment loss is reversed if there has been a change in the estimates used to determine the recoverable amount. An impairment loss is reversed only to the extent that the asset's carrying amount does not exceed the carrying amount that would have been determined, net of depreciation or amortisation, if no impairment loss had been recognised.

h) Employee benefits

(i) Defined contribution plans

A defined contribution plan is a post-employment benefit plan under which an entity pays fixed contributions into a separate entity and has no legal or constructive obligation to pay further amounts. Obligations for contributions to defined contribution plans are recognised as an employee benefit expense in profit or loss in the periods during which related services are rendered by employees.

(ii) Defined benefit plans

The Group's net obligation in respect of defined benefit plans is calculated separately for each plan by estimating the amount of future benefit that employees have earned in the current and prior periods, discounting that amount and deducting the fair value of any plan assets.

The calculation of defined benefit obligations is performed annually by a qualified actuary using the projected unit credit method. When the calculation results in a potential asset for the Group, the recognised asset is limited to the present value of economic benefits available in the form of any future refunds from the plan or reductions in future contributions to the plan. To calculate the present value of economic benefits, consideration is given to any applicable minimum funding requirements.

Remeasurements of the net defined benefit liability, which comprise actuarial gains and losses, the return of plan assets (excluding interest) and the effect of the asset ceiling (if any, excluding interest), are recognised immediately in other comprehensive income. The Group determines the net interest expense (income) on the net defined benefit liability (asset) for the period by applying the discount rate used to measure the defined benefit obligation at the beginning of the annual period to the then-net defined benefit liability (asset), taking into account any changes in the net defined benefit liability (asset) during the period as a result of contributions and benefit payments. Net interest expense and other expenses related to defined benefit plans are recognised in profit and loss.

When the benefits of a plan are changed or when a plan is curtailed, the resulting change in benefit that relates to past service or the gain or loss on curtailment is recognised immediately in profit or loss. The Group recognises gains and losses on the settlement of a defined plan when the settlement occurs.

i) Provisions

A provision is recognised if, as a result of a past event, the Group has a present legal or constructive obligation that can be estimated reliably, and it is probable that an outflow of economic benefits will be required to settle the obligation. Provisions are determined by discounting the expected future cash flows at a pre-tax rate that reflects current market assessments of the time value of money and the risks specific to the liability.

(i) Warranties

A provision for warranties is recognised when the underlying products or services are sold. The provision is based on historical warranty data and a weighting of all possible outcomes against their associated probabilities.

(ii) Restructuring

A provision for restructuring is recognised when the Group has approved a detailed and formal restructuring plan, and the restructuring either has commenced or has been announced publicly. Future operating costs are not provided for.

(iii) Onerous contracts

A provision for onerous contracts is recognised when the expected benefits to be derived by the Group from a contract are lower than the unavoidable cost of meeting its obligations under the contract. The provision is measured at the present value of the lower of the expected cost of terminating the contract and the expected net cost of continuing with the contract. Before a provision is established, the Group recognises any impairment loss on the assets associated with that contract.

j) Revenues from contracts with customers

(i) Goods sold

Revenue from the sale of goods is measured at the fair value of the consideration received or receivable, net of returns, trade discounts and volume rebates. Revenue is recognised at a point in time when control of the goods is transferred to the customer. The following indicators are considered when determining when the transfer of controls occurs:

- The entity has a present right to payment.
- The customer has legal title.
- The customer has physical possession.
- The customer has the significant risks and rewards of ownership.
- The customer has accepted the asset.

Analysis based on Incoterms usually indicate when a customer has obtained control of the goods. Invoices are generated when the goods are shipped and are usually payables within 60 days from invoice date.

(ii) Services

The Group provides services such as Maintenance or Training Services (other than those connected to projects). Revenue from services rendered is mostly recognised overtime. The stage of completion is determined by using the Output method based on time elapsed, as the costs incurred are usually linear during the contract. Therefore, the revenue is recognised on a straight-line basis. Invoices are issued according to the contractual terms and are usually payable within 30 to 60 days from invoice date. Unbilled amounts are presented as contract assets.

(iii) Projects

The Group provides integrated solutions to raise efficiency, improve safety, boost environmental sustainability and reduce operational costs. Projects may consist of multiple performance obligations, such as the delivery of goods, their installation and the final commissioning and testing of the resulting operative system, as it is the case of an airfield lighting, a docking and guidance system or a tower project. There are three categories of projects: (1) delivery of multiple not customized goods, i.e., a series of separate distinct performance obligation; (2) delivery of customized goods and installation / integration services, i.e. multiple performance obligation; (3) turn-key projects with significant integration services, i.e. one single distinct obligation. The other distinct obligation is the training of the operators on the customer side, which is not material in terms of value in comparison with the price of a project.

Project revenue includes the initial amount agreed in the contract plus any variations in contract work, claims and incentive payments to the extent that it is highly probable that they will result in revenue and can be measured reliably. Contract revenue and expenses related to project of category (1) are recognized in profit or loss at a point in time for each separate performance obligation. As soon as the outcome of a project of category (2) or (3) can be estimated reliably, contract revenue and expenses are recognized in profit or loss in proportion to the stage of completion of the project.

The stage of completion or percentage of completion ("POC") is determined using the cost-to-cost method. The cost-to-cost method uses the ratio of progress-relevant costs incurred as of the closing date vs. the currently estimated total costs. Progress-relevant project costs are those costs which are directly attributable to a project during the term of its completion. These costs are considered in the determination of the percentage of completion and are recognized as POC costs for the period. The POC method ensures that income from projects is recognized continuously over the term of the project. When the outcome of a project cannot be estimated reliably, contract revenue is recognized only to the extent of contract costs incurred that are likely to be recoverable. An expected loss on a contract is recognized immediately in profit or loss.

Invoices are issued according to the contractual terms based on achieving milestones specified in the contract and are usually payable within 30 to 60 days from invoice date. Unbilled amounts are presented as contract assets, and advance payments received are included in contract liabilities.

(iv) Financing components

The Group does not expect to have any contracts where the period between the transfer of the promised goods or services to the customer and payment by the customer exceeds one year. Consequently, the Group does not adjust any of the transaction prices for the time value of money.

(v) Costs to obtain a contract

The Group pays sales commission to its employees or to some dealers for contract that they obtain. The Group applies the optional practical expedient to immediately expense costs to obtain a contract if the amortisation period of the asset that would have been recognised is one year or less. As such, sales commissions are immediately recognised as an expense and included as part of employee benefits.
The Group pays commission to agents for project obtained. These costs are incremental costs of obtaining the contract and are therefore recognised as an asset and amortised on a systematic basis over the duration of the project.

Amortization and impairment
Costs to fulfil a contract are amortized over the related customer contract period. The amortization period is revised in case of significant changes in the expected timing of transfer to the customer of the goods or services to which the asset relates. Such a change is accounted for as a change in accounting estimates.

An impairment loss is recorded to the extent that the carrying amount of an asset recognized exceeds:
- the remaining amount of consideration that the entity expects to receive in exchange for the goods or services to which the asset relates; less
- the costs that relate directly to providing those goods or services and that have not been recognised as expenses.

(vi) Contract assets and contract liabilities
- Cost in excess: Contract asset includes unbilled amounts, when cumulative trading (revenue recognized in the income statement) of the contract is exceeding cumulative billing (amount for which the Group has enforceable right over the customer).
- Advance payments received: Advance payments represent cash received from the customer before the related work is performed while progress billings are payment requests issued after the commencement of the work. Advance payments received are reported as liabilities.
- Billings in Excess: Contract liability includes Billings in Excess, when cumulative billing of the contract (amount for which the Group has enforceable right over the customer) is exceeding cumulative trading (revenue recognized in the income statement).

The Group present contract assets and contract liabilities in current assets and current liabilities when they are expected to be realized or settled in the normal operating cycle of the Group, even when they are not expected to be realized or they are not due to be settled within twelve months after the reporting period.

k) Leases
At inception of a contract, the Group assesses whether a contract is, or contains, a lease. A contract is, or contains, a lease if the contract conveys the right to control the use of an identified asset for a period of time in exchange for consideration. To assess whether a contract conveys the right to control the use of an identified asset, the Group uses the definition of a lease in IFRS 16.

i. As a lessee

At commencement or on modification of a contract that contains a lease component, the Group allocates the consideration in the contract to each lease component on the basis of its relative stand-alone price. However, for the leases of vehicles, the Group has elected not to separate non-lease components and account for the lease and non-lease components as a single lease component.

The Group leases various building, offices, vehicles, and IT equipment. Rental contracts are typically made for fixed periods of 6 months to 15 years but may have extension options as described below.
Lease terms are negotiated on an individual basis and contain a wide range of different terms and conditions.

Assets and liabilities arising from a lease are initially measured on a present value basis. Lease liabilities include the net present value of the following lease payments:
- fixed payments (including in-substance fixed payments) less any lease incentives receivable
- variable lease payments that are based on an index or a rate initially measured using the index or rate as at the commencement date
- amounts expected to be payable by the Group under residual value guarantees,
- exercise price of a purchase option if the Group is reasonably certain to exercise that option; and
- payments of penalties for terminating the lease, if the lease term reflects the Group exercising an option to terminate the lease

Lease payments to be made under reasonably certain extension options are also included in the measurement of the liability (see below).

The lease payments are discounted using the interest rate implicit in the lease. If that rate cannot be readily determined, which is generally the case for leases in the Group, the lessee's incremental borrowing rate is used, being the rate that the individual lessee would have to pay to borrow the funds necessary to obtain an asset of similar value to the right-of-use asset in a similar economic environment with similar terms, security, and conditions.

To determine the incremental borrowing rate, the Group:

- where possible, uses recent third-party financing received by the individual lessee as a starting point, adjusted to reflect changes in financing conditions since third party financing was received
- uses a build-up approach that starts with a risk-free interest rate adjusted for credit risk for leases held by the Group, which does not have recent third-party financing. and
- makes adjustments specific to the lease, e.g., term, country, currency and security.

The Group is exposed to potential future increases in variable lease payments based on an index or rate, which are not included in the lease liability until they take effect. When adjustments to lease payments based on an index or rate take effect, the lease liability is reassessed and adjusted against the right-of-use asset.
Lease payments are allocated between principal (presented as cash flows resulting from financing activities, on a separate line) and finance cost (presented as cash flows resulting from financing activities, in accordance with the Group's accounting policy regarding the presentation of interest payments). The finance cost is charged to profit or loss over the lease period so as to produce a constant periodic rate of interest on the remaining balance of the liability for each period.

Right-of-use assets are measured at cost comprising the following:

- the amount of the initial measurement of lease liability
- any lease payments made at or before the commencement date less any lease incentives received
- any initial direct costs, and
- restoration costs.

Right-of-use assets are generally depreciated over the shorter of the asset's useful life and the lease term on a straight-line basis. If the Group is reasonably certain to exercise a purchase option, the right-of-use asset is depreciated over the underlying asset's useful life. Right-of-use assets are parts of CGU and are therefore not tested for impairment individually.

Payments associated with short-term leases of equipment and vehicles and all leases of low-value assets are recognized on a straight-line basis as an expense in profit or loss. Short-term leases are leases with a lease term of 12 months or less.

Extension and termination options are included in several offices and vehicles leases across the Group. These are used to maximize operational flexibility in terms of managing the assets used in the Group's operations. Most of the extension and termination options held are exercisable only by the Group and not by the respective lessor.

Renewal options in offices leases have been included in the lease liability when management considers reasonably certain the renewal of these leases.
All options regarding vehicles and IT leases are excluded from the lease liability.

The lease term is reassessed if an option is actually exercised (or not exercised) or the Group becomes obliged to exercise (or not exercise) it. The assessment of reasonable certainty is only revised if a significant event or a significant change in circumstances occurs, which affects this assessment, and that is within the control of the lessee.

ii. As a lessor

In 2023, the Group act as a lessor for a non-significant lease.

l) Finance income and expenses

Finance income comprises interest income on funds invested, gains on the disposal of available-for-sale financial assets and gains on hedging instruments that are recognised in profit or loss. Interest income is recognised as it accrues in profit or loss, using the effective interest method.

Finance expenses comprise interest expense on borrowings, unwinding of the discount on provisions, impairment losses recognised on financial assets, and losses on hedging instruments that are recognised in profit or loss.

Foreign currency gains and losses are reported on a net basis.

m) Income tax

Income tax expense comprises current and deferred tax. Income tax expense is recognised in profit or loss except to the extent that it relates to items recognised directly in equity, in which case it is recognised in equity.

Current tax is the expected tax payable on the taxable income for the year, using tax rates enacted or substantively enacted at the reporting date, and any adjustment to tax payable in respect of previous years.

Deferred tax is recognised using the balance sheet method, providing for temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for taxation purposes.

Deferred tax is not recognised for the following temporary differences: the initial recognition of assets or liabilities in a transaction that is not a business combination and that affects neither accounting nor taxable profit or loss, and differences relating to investments in subsidiaries and jointly controlled entities to the extent that it is probable that they will not reverse in the foreseeable future. In addition, deferred tax is not recognised for taxable temporary differences arising on the initial recognition of goodwill.

Deferred tax is measured at the tax rates that are expected to be applied to temporary differences when they reverse, based on the laws that have been enacted or substantively enacted by the reporting date. Deferred tax assets and liabilities are offset if they relate to income taxes levied by the same tax authority on the same taxable entity, or on different tax entities, but they intend to settle current tax liabilities and assets on a net basis, or their tax assets and liabilities will be realised simultaneously.

A deferred tax asset is recognised to the extent that it is probable that future taxable profits will be available against which the temporary difference can be utilised. Deferred tax assets are reviewed at each reporting date and are reduced to the extent that it is no longer probable that the related tax benefit will be realised.

5. Determination of fair values

Several of the Group's accounting policies and disclosures require the determination of fair value.

When measuring the fair value of an asset or a liability, the Group uses market observable data as far as possible. Fair values are categorised into diverse levels in a fair value hierarchy based on the inputs used in the valuation techniques as follows.

- Level 1: quoted prices (unadjusted) in active markets for identical assets or liabilities
- Level 2: inputs other than quoted prices included in Level 1 that are observable for the asset or liability, either directly (i.e., as prices) or indirectly (i.e. derived from prices).
- Level 3: inputs for the asset or liability that are not based on observable market data (unobservable inputs)

If the inputs used to measure the fair value of an asset or a liability might be categorised in various levels of the fair value hierarchy, then the fair value measurement is categorised in its entirety in the same level of the fair value hierarchy as the lowest level input that is significant to the entire measurement.
The Group recognises transfers between levels of the fair value hierarchy at the end of the reporting period during which the change has occurred.

Fair values have been determined for measurements and/or disclosure purposes based on the following methods. When applicable, further information about the assumptions made in determining fair values is disclosed in the notes specific to that asset or liability.

(i) Land and Buildings

The fair value of land and buildings recognised as a result of a business combination is based on market values. The market value of property is the estimated amount for which a property could be exchanged on the date of valuation between a willing buyer and a willing seller in an arm's length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion.

(ii) Intangible assets

The fair value of customer relationships acquired in a business combination is determined using the Excess Profit Method, whereby the subject asset is valued after deducting a fair return on all other assets that are part of creating the related cash flows.
The fair value of capitalised design and development expenses is determined at acquisition date by using the cost method. After acquisition, the cost of development is recognised as intangible assets based on the cost incurred for each development project meeting the criteria for recognition under IAS 38 – Intangible assets.

Backlog and Customer relationships were valued using the Excess Profit Method whereby the value of an intangible asset is equal to the present value of the after-tax cash flows attributable only to that intangible asset. The value of a specific intangible asset is estimated from the residual earnings after deducing fair returns on all other assets employed (including other intangible assets).
Technology and Trade names were valued using a relief from royalty method consisting in discontinuing estimations of the value of future royalty payments over the life of the assets by owning the asset.

(iii) Inventories

The fair value of inventories acquired in a business combination is determined based on the estimated selling price in the ordinary course of business less the estimated costs of completion and sale, and a reasonable profit margin based on the effort required to complete and sell the inventories.

(iv) Derivatives

The fair value of interest rate swaps is based on broker quotes. Those quotes are tested for reasonableness by discounting estimated future cash flows based on the terms and maturity of each contract and using market interest rates for a similar instrument at the measurement date.

(v) Trade and other receivables

The fair value of trade and other receivables, excluding construction work in progress, is estimated at the present value of future cash flows, discounted at the market rate of interest at the reporting date. This fair value is determined for disclosure purposes or when such assets are acquired in a business combination.

(vi) Other non-derivative financial liabilities

Fair value, which is determined for disclosure purposes, is calculated based on the present value of future principal and interest cash flows, discounted at the market rate of the interest at the reporting date. In respect of the liability component of convertible notes, the market rate of interest is determined by reference to similar liabilities that do not have a conversion option. For finance leases the market rate of interest is determined by reference to similar lease agreements.

6. Financial risk management

Overview

The Group has exposure to the following risks from its use of financial instruments:

- credit risk
- liquidity risk
- market risk.

This note presents information about the Group's exposure to each of the above risks, the Group's objectives, policies and processes for measuring and managing risk, and the Group's management of capital. Further quantitative disclosures are included throughout these consolidated financial statements.

a) Credit risk

Credit risk is the risk of financial loss to the Group if a customer or counterparty to a financial instrument fails to meet its contractual obligations and arises principally from the Group's receivables from customers.

Trade and other receivables, Contract assets

The Group's exposure to credit risk is influenced mainly by the individual characteristics of each customer. The demographics of the Group's customer base, including the default risk of the industry and country in which customers operate, also has an influence on credit risk. Approximately 4,6 percent of the Group's revenue is attributable to sales transactions with a single customer (6,7 percent in 2022). Geographically there is no concentration of credit risk.

The Company has established a credit policy under which each new customer is analysed individually for creditworthiness before the Group's standard payment and delivery terms and conditions are offered.

The Group applies the impairment requirements of IFRS 9 to measure expected credit losses. Refer to note 4.1.(g).

b) Liquidity risk

Liquidity risk is the risk that the Group will not be able to meet its financial obligations as they fall due. The Group's approach to managing liquidity is to ensure, as far as possible, that it will always have sufficient liquidity to meet its liabilities when due, under both normal and stressed conditions, without incurring unacceptable losses or risking damage to the Group's reputation.

The Group has the following undrawn borrowing facilities as per 31 December 2023:

- Revolving credit facility: 12,6 mEUR available credit line (27,3 mEUR as per 31 December 2022). See note 18.
- In addition, the group had cash at hand of 30,0 mEUR per 31 December 2023.
- The Group has set up a factoring program for trade receivables during 2023 – refer to Note 22.

c) Market risk

Market risk is the risk that changes in market prices, such as foreign exchange rates and interest rates will affect the Group's income or the value of its holdings of financial instruments. The objective of market risk management is to manage and control market risk exposures within acceptable parameters, while optimising the return.

The Group buys and sells derivatives, and also incurs financial liabilities, in order to manage market risks.

Currency risk

The Group is exposed to currency risk on sales, purchases and borrowings that are denominated in a currency other than the respective functional currencies of the Group's entities, primarily the EUR (€), but also USD, QAR, RMB, AED, GBP, TWD, SEK, AUD and ZAR.

The principal amounts of the Group's bank loans are denominated in EUR and USD.

Interest rate risk
The Group adopts a policy of ensuring at least 66,67 percent of its exposure to changes in interest rates on borrowings is on a fixed rate basis. This is achieved by entering into interest rate swaps and interest rate caps.

Capital management
The Board's policy is to maintain a strong capital base so as to maintain investor and creditor confidence and to sustain future development of the business through appropriate strategic decisions and cash management.

According to the loan agreement with BNP Paribas Fortis SA/NV, CitiGroup Global Markets Limited, Credit Suisse AG London Branch, Deutsche Bank AG London Branch, HSBC Bank plc, ING Bank N.V. and the Bank of Ireland (as arrangers and agent), the approval of banks is required for a distribution of dividend or a distribution of share premium reserve. In addition, the Group is monitoring a set of covenants as defined in the loan agreement (see note 18). The Group is not subject to other externally imposed capital requirements. Refer to Note 17 for information on capital.

7. Revenue from contracts with customers

a) Disaggregation of revenue from contracts with customers

The Group derives revenue from the completion of projects, services, and transfer of goods over time and at point in time in the following major product lines and geographical regions:

In millions of euro	31/12/2023	31/12/2022
Product Group		
Delivery of Goods	**244,9**	**196,6**
Delivery of goods - At a point in time	244,9	196,6
Projects	**189,5**	**177,5**
Projects - over time	189,5	177,5
Services	**34,9**	**33,3**
Services - At a point in time	10,2	5,0
Services - over time	24,7	28,2
Geographical Area		
Western Europe	45,8	35,4
Central & Eastern Europe	51,6	38,6
Middle-East & Africa	73,9	84,3
America	146,0	125,5
Asia	46,0	47,0
China	23,4	15,4
Australia & New Zealand	40,9	20,0
Other Regions	41,8	41,1

b) Assets and liabilities related to contracts with customers

The Group has recognized the following assets and liabilities related to contracts with customers:

In millions of euro	31/12/2023	31/12/2022
Current contract asset for		
Cost in Excess	**95,1**	**86,4**
Cost in Excess - Valuation Allowance	**-1,7**	**-1,8**
Delivery of goods - Current Contract Asset	22,0	8,2
Projects - Current Contract Asset	68,5	72,3
Services - Current Contract Asset	3,0	4,1
Current Contract Asset - sum of product group	***93,5***	***84,6***
Current contract liability for		
Contract Liability	**24,2**	**27,7**
Prepayments	**12,4**	**13,2**
Delivery of goods - Current Contract Liability	3,7	12,4
Projects - Current Contract Liability	30,1	25,4
Services - Current Contract Liability	2,8	3,1
Contract Liabilities - Sum of product group	***36,6***	***40,9***

c) Revenue recognised in relation to contract liabilities

The following table shows how much of the revenue recognized in the current reporting period relates to carried-forward contract liabilities.

In millions of euro	31/12/2023	31/12/2022
Revenue recognised that was included in the contract liability balance at the beginning of the period		
Delivery of good	3,7	2,1
Projects	15,5	22,5
Services	1,9	-
Total	***21,1***	***24,6***

The Group did not recognise revenue from performance obligations satisfied in previous periods.

d) Unsatisfied long-term contracts

The aggregate amount of the transaction price allocated to long term contracts that are partially or fully unsatisfied as at 31 December 2023 amount to 422,5 mEUR (417,9 mEUR as at 31 December 2022) and is broken down as follows:

In millions of euro	31/12/2023	31/12/2022
Unsatisfied long-term contracts - Delivery of good	128,1	112,8
Unsatisfied long-term contracts - Projects	231,6	208,5
Unsatisfied long-term contracts - Services	62,8	96,7
Total	**422,5**	**417,9**

Management expects that 83% of the transaction price allocated to the unsatisfied contracts as of 31 December 2023 will be recognized as revenue during the next reporting period (348,9 mEUR). The remaining 17% (73,6 mEUR) will be recognized in 2025 and 2026 or later respectively. The amount disclosed above does not include variable consideration, which is constrained.

e) Assets recognized from costs to obtain a contract

In addition to the contract balances disclosed above, the Group has also recognized an asset in relation to costs to obtain or costs to fulfil long-term contracts. These are presented on a separated line in the balance sheet.

In millions of euro	31/12/2023	31/12/2022
Asset recognised from costs incurred to obtain a contract	9,8	16,1
Accumulated amortisation on asset recognised from costs incurred to obtain a contract [(1)]	-8,2	-14,3
Net assets recognised from costs incurred to obtain a contract	**1,6**	**1,8**

[(1)] Including a foreign currency difference of the year of 0,2 mEUR

8. Other expenses

Other expenses amounted to 2,7 mEUR (0,3 mEUR in 2022) and include other operating income for 0,2mEUR.

a) Other expenses

In millions of euro	31/12/2023	31/12/2022
Amortisation on asset recognised from costs incurred to obtain a contract	1,4	0,9
Loss on derecognition of Capitalised Development costs under construction	0,0	1,3
Loss on disposal of fixed assets	0,8	0,0
Gain on disposal of fixed assets	0,0	-1,1
Foreign exchange gain/loss on Intercompany recharges	0,6	0,2
Other operating expenses / income	-0,2	-1,0
Total	**2,7**	**0,3**

b) Expenses by nature

In millions of euro	31/12/2023	31/12/2022
Raw materials and consumables	184,2	145,2
Personnel expenses	117,1	107,9
Professional services	65,0	69,7
Freight	14,8	15,6
Supplies	10,9	12,4
Travel expenses	10,9	9,1
Maintenance	8,6	7,9
Insurance	2,2	2,8
Audit	1,1	1,2
Leases	2,3	2,0
Recruitment expenses	0,7	0,8
Amortization of cost to fulfil a contract	1,4	0,9
Amortization of intangible assets	41,7	40,4
Depreciation of tangible assets	8,4	7,5
Impairment loss on goodwill and intangible assets	5,8	1,5
Impairment losses on trade receivables and contract assets	-0,8	0,1
Other expenses by nature	-18,0	-16,3
Total	**456,2**	**408,6**

In 2023, an impairment loss on the goodwill has been booked for 5,8 mEUR, see note 13.
The line Other expenses by nature is mainly made up of development expenditures capitalized during the year.

9. Personnel

a) Personnel expense

In millions of euro	31/12/2023	31/12/2022
Salaries and wages	97,1	91,5
Social security contributions	13,1	10,6
Contributions to defined contribution plans	0,9	0,9
Expenses related to defined benefit plans	0,7	0,9
Other personnel expenses	5,3	4,1
Total	**117,1**	**107,9**

b) Employment – average number of employees

	31/12/2023	31/12/2022
Headcount - Average		
White collar, on payroll	1.056	1.068
White collar, interim not on payroll	34	41
Blue collar, on payroll	246	200
Blue collar, interim not on payroll	3	13
Total	**1.339**	**1.322**
Fulltime-equivalent - Average		
White collar, on payroll	1.037	1.064
White collar, interim not on payroll	32	38
Blue collar, on payroll	245	195
Blue collar, interim not on payroll	3	7
Total	**1.317**	**1.303**

10. Finance income and expense, recognized in statement of profit or loss

In millions of euro	31/12/2023	31/12/2022
Finance income		
Interest Income	0,1	0,0
Net foreign currency gain	12,3	18,0
	12,3	**18,1**
Finance expenses		
Net foreign currency loss	-7,6	-27,1
Interest Expense on Lease Liabilities	-1,4	-0,5
Interest Expense at amortised costs	-57,5	-36,4
Bank Charges - Other	-5,8	-4,9
Loss on disposal of Fixed Assets	0,0	-0,2
	-72,2	**-69,1**
Net finance expenses recognised in profit and loss	**-59,9**	**-51,1**
Recognised in other comprehensive income		
Foreign currency translation differences for foreign operations	-5,9	2,0
Effective portion of changes in fair value of cash-flow hedges	-8,7	11,0
Recognised in other comprehensive income	**-14,6**	**13,0**

11. Tax expense, Deferred Tax Assets and Liabilities

The tables below present the major components of income tax expense and the reconciliation of tax expense and profit multiplied by the Group's domestic tax rate for the years ended 31 December 2023 and 2022:

in millions of euro	For the year ended 31/12/2023	For the year ended 31/12/2022
Current tax expense		
Current period (+ Income / - Expense)	-3,7	-4,0
Adjustments for prior periods (+ Income / - Expense)	-0,1	0,2
Total current tax (+ Income / - Expense)	**-3,8**	**-3,8**
Deferred tax expense		
Total deferred tax (+ Income / - Expense)	9,6	11,7
Total tax (+ Income / - Expense)	**5,8**	**7,9**
Reconciliation of effective tax rate		
Result before tax (loss)	-46,8	-52,3
Income tax using the Company's domestic tax rate (Luxembourg)	11,7	13,0
Effect of tax rates in foreign jurisdictions	1,0	0,2
Effect of non-deductible expenses	-10,6	-9,7
Effect of tax-exempted income	2,0	0,6
Utilisation of previously unrecognized tax losses	2,6	1,8
Effect of current year tax losses for which no deferred tax asset was recognised	-1,1	-1,3
Current tax adjustments for prior periods	0,0	0,2
Deferred tax adjustments for prior periods	0,0	2,5
Other	0,2	0,4
Income tax recognised in the income statement (+ Income / - Expense)	**5,8**	**7,9**

In 2023, the Group's tax rate has not been affected by major tax reforms.

	31/12/2023	31/12/2022
Current tax receivables	2,4	1,5
Current tax liabilities	3,8	2,0

Due to the scale and global presence of ADB Safegate, the Group is operating in many jurisdictions. The increased complexity of tax law, the continuous changes in tax law and of its interpretation with respect to matters such as transfer pricing adds uncertainty over certain income tax treatments. The effect of uncertainty in determining tax positions is disclosed when the Group considers it more likely than not that a tax position taken may not be sustained if challenged by the tax authorities. Such effect is accounted for as a liability when the Group considers it is not probable that a tax position taken will be accepted by the tax authorities and after exhausting all legal remedies. No effect of uncertainties has been recognized and no disclosure for uncertainties has been made on 31 December 2023.

Deferred tax relates to the following:

	Assets		Liabilities		Net	
In millions of euros	31/12/2023	31/12/2022	31/12/2023	31/12/2022	31/12/2023	31/12/2022
Non-current assets						
Goodwill	0,3	0,2	0,0	0,0	0,3	0,2
Intangible assets	0,1	0,5	58,9	65,3	-58,9	-64,7
Shares	0,0	0,0	0,4	0,4	-0,4	-0,4
Property, plant and equipment	0,0	0,0	5,9	2,0	-5,9	-2,0
Financial assets, interest free	0,0	0,0	0,6	0,0	-0,6	0,0
Other non-current assets	0,0	0,1	0,0	0,0	0,0	0,1
Costs incurred to obtain or fulfil a contract	0,0	0,0	0,2	0,0	-0,2	0,0
Non-current liabilities						
Loans and borrowings, interest bearing	0,0	0,0	1,3	1,9	-1,3	-1,9
Liabilities for post-employment and other LT	0,1	0,0	0,1	0,2	0,0	-0,1
Provisions	0,0	0,0	0,4	0,2	-0,3	-0,2
Lease Liabilities - LT	4,4	0,5	0,0	0,0	4,4	0,5
Current assets						
Inventories	1,2	1,3	0,1	0,0	1,1	1,3
Trade and other receivables, interest free	2,1	0,6	1,9	1,6	0,2	-1,0
Other current assets	0,0	0,0	0,1	0,3	-0,1	-0,3
Cash and cash equivalents	0,0	0,1	0,0	0,0	0,0	0,1
Current liabilities						
Loans and borrowings, interest bearing	5,4	4,2	0,0	0,1	5,4	4,2
Trade and other payables, interest free	1,8	1,3	0,9	0,2	0,9	1,1
Provisions	0,4	0,6	0,1	0,1	0,3	0,5
Other current liabilities	1,1	0,2	0,1	-0,1	1,0	0,3
Lease Liabilities - ST	0,5	0,4	0,0	0,0	0,5	0,4
Unused tax loss	8,3	7,3			8,3	7,3
Tax credits	0,1	0,1			0,1	0,1
Total	**25,8**	**17,5**	**70,9**	**72,1**	**-45,1**	**-54,5**
Off Set	-25,6	-17,3	-25,6	-17,3		
Net	**0,2**	**0,3**	**45,2**	**54,8**		

Unrecognized losses

	31/12/2023		31/12/2022	
In millions of euro	Base	Unrecogn. Deferred Tax	Base	Unrecogn. Deferred Tax
Fiscal Losses	4,4	1,1	16,9	4,3
Impairment Losses	5,8	1,5	1,5	0,4
Total	10,2	2,6	18,3	4,7

In 2023, the effect of current year tax losses for which no deferred tax asset was recognized amounts to 2,6 mEUR (4,7 mEUR in 2022) and is mainly explained by the following elements: current tax losses mainly generated by the holding companies in Belgium and Luxembourg were not recognized as deferred tax assets. Moreover, the Group has impaired a part of its goodwill.

On a cumulative basis a total of 27,0 mEUR deferred taxes remained unrecognized (25,9 mEUR as at 31 December 2022).

In millions of Euro	31/12/2023	31/12/2022
Accumulated deferred tax assets not recognised	27,0	25,9

In Luxembourg, the tax losses can be carried forward for maximum 17 years. In Belgium, the tax losses can be carried forward indefinitely. Deferred tax assets have not been recognised in respect of these items because there is not yet a sufficient degree of certainty that future taxable profits will be available in the holding entities against which the Group can utilise the benefits therefrom, before actually recognising these. The Group reassess at each reporting period whether a previously unrecognized deferred tax asset can be recognized because it has become probable that future taxable profit will allow the deferred tax asset to be recovered.

The Organization for Economic Co-operation and Development (OECD)/G20 Inclusive Framework on Base Erosion and Profit Shifting published the Pillar Two model rules (the "Pillar Two legislation") designed to address the tax challenges arising from the digitalization of the global economy.
The Group has performed its initial assessment and determined to be out of scope for Pillar Two. Giving the continuous growth and Group set up, management will continue to monitor and evaluate any potential impact such as:

- Assessing the tax losses available (in Luxembourg and in other jurisdictions) and the possibility to recognize these losses as deferred tax assets in the financial statements;

- Determining its Ultimate Parent Entity, as this one may differ from the reporting entity determined in the context of the Country-by-Country Reporting rules;

- Assessing the impact of the Income Inclusion Rules and the Qualified Domestic Minimum Top-up Taxes defined in the Law of 22nd December 2023 transposing the Pillar Two Legislation in the Luxembourg Law.

12. Property, plant and equipment

in millions of euro	Land and building	Plant and equipment	Fixtures and installations	Assets under construction	Total
Cost					
1/01/2023	**31,7**	**14,2**	**27,9**	**2,7**	**76,5**
Additions	19,3	1,2	6,3	4,0	30,8
Disposals and reclassifications	-3,2	-1,1	0,5	-4,1	-7,8
Effect of movements in exchange rates	-0,6	-0,2	-0,4	-0,1	-1,3
31/12/2023	**47,2**	**14,2**	**34,2**	**2,6**	**98,3**
Depreciation and impairment losses					
1/01/2023	**18,1**	**11,2**	**21,2**	**0,0**	**50,5**
Depreciation for the period	3,9	1,0	3,6	0,0	8,4
Disposals and reclassifications	-3,1	-2,1	-0,5	0,0	-5,7
Effect of movements in exchange rates	-0,2	-0,1	-0,3	0,0	-0,6
31/12/2023	**18,7**	**10,0**	**24,0**	**0,0**	**52,6**
Carrying amounts					
1/01/2023	**13,6**	**3,0**	**6,7**	**2,7**	**26,0**
31/12/2023	**28,5**	**4,2**	**10,3**	**2,6**	**45,6**

During the period, the Group recognised a right-of-use asset of 16,0 mEUR for the lease of a new building in the US (refer to note 23) and, related to this new premise, the Group purchased furniture and fixtures for an amount of 4,7 mEUR. The disposals relate mainly to derecognition of leased assets (refer to note 23) and reclassifications relate to assets under construction transferred to other asset classes.

In millions of euro	Land and building	Plant and equipment	Fixtures and installations	Assets under construction	Total
Cost					
1/01/2022	**39,2**	**13,4**	**25,9**	**1,9**	**80,4**
Additions	2,0	1,0	3,4	2,2	8,6
Disposals and reclassifications	-9,6	-0,3	-1,7	-1,3	-12,8
Effect of movements in exchange rates	0,0	0,0	0,4	0,0	0,3
31/12/2022	**31,7**	**14,2**	**28,0**	**2,7**	**76,5**
Depreciation and impairment losses					
1/01/2022	**17,8**	**10,2**	**19,5**	**0,0**	**47,5**
Depreciation for the period	3,2	1,2	3,1	0,0	7,5
Disposals and reclassifications	-2,7	-0,3	-1,6	0,0	-4,6
Effect of movements in exchange rates	-0,2	0,0	0,2	0,0	0,0
31/12/2022	**18,1**	**11,2**	**21,2**	**0,0**	**50,5**
Carrying amounts					
1/01/2022	**21,4**	**3,2**	**6,4**	**1,9**	**32,9**
31/12/2022	**13,6**	**3,0**	**6,7**	**2,7**	**26,0**

13. Intangible assets and Goodwill

In millions of euro	Goodwill	Client relations	Software Licences	Patents	Trademarks	Technology	Other Intangible Assets	Total
Cost								
01/01/2023	**519,3**	**333,6**	**17,5**	**1,0**	**34,3**	**113,8**	**45,0**	**1.064,7**
Acquisitions	0,0	0,0	0,3	0,0	0,0	16,8	0,1	17,2
Disposals & reclassifications	0,0	0,0	1,2	0,0	0,0	-0,5	0,0	0,7
Effect of movements in exchange rates	-5,4	-3,5	-0,1	0,0	-0,4	-0,4	-0,7	-10,4
31/12/2023	**513,9**	**330,3**	**18,9**	**1,0**	**33,9**	**129,8**	**44,3**	**1.072,2**
Amortization and impairment losses								
01/01/2023	**325,8**	**115,2**	**11,0**	**1,0**	**12,9**	**56,9**	**41,8**	**564,7**
Amortisation during the period	0,0	23,5	1,9	0,0	2,4	11,1	2,6	41,7
Impairment loss	5,8	0,0	0,0	0,0	0,0	0,0	0,0	5,8
Disposals and reclassifications	0,0	0,0	-0,2	0,0	0,0	-0,4	0,0	-0,7
Effect of movements in exchange rates	-1,4	-1,1	-0,1	0,0	-0,1	-0,2	-0,7	-3,6
31/12/2023	**330,3**	**137,6**	**12,7**	**1,0**	**15,1**	**67,4**	**43,8**	**608,0**
Carrying amounts								
01/01/2023	**193,5**	**218,6**	**6,5**	**0,0**	**21,4**	**56,9**	**3,1**	**499,9**
31/12/2023	**183,6**	**192,7**	**6,2**	**0,0**	**18,8**	**62,4**	**0,5**	**464,2**

In millions of euro	Goodwill	Client relations	Software Licences	Patents	Trademarks	Technology	Other Intangible Assets	Total
Cost								
01/01/2022	**521,2**	**334,1**	**15,8**	**1,1**	**34,4**	**102,0**	**44,1**	**1.052,6**
Acquisitions through business combinations	-0,3	0,0	0,0	0,0	0,0	0,0	0,0	-0,3
Other acquisitions	0,0	0,0	0,4	0,0	0,0	15,2	0,2	15,8
Disposals & reclassifications	-0,1	0,0	1,2	0,0	0,0	-2,3	0,0	-1,2
Effect of movements in exchange rates	-1,5	-0,3	0,1	-0,1	-0,1	-1,1	0,7	-2,3
31/12/2022	**519,3**	**333,8**	**17,5**	**1,0**	**34,3**	**113,8**	**45,0**	**1.064,7**
Amortization and impairment losses								
01/01/2022	**333,4**	**91,8**	**9,1**	**1,1**	**10,4**	**47,8**	**38,5**	**532,2**
Acquisitions through business combinations	0,0	0,0	0,0	0,0	0,0	0,0	0,0	0,0
Amortisation during the period	0,0	24,2	1,8	0,0	2,5	9,0	3,0	40,4
Impairment loss	0,0	0,0	0,0	0,0	0,0	1,5	0,0	1,5
Disposals and reclassifications	0,0	0,0	0,0	0,0	0,0	-0,8	0,0	-0,8
Effect of movements in exchange rates	-7,6	-0,8	0,1	-0,1	-0,1	-0,4	0,3	-8,5
31/12/2022	**325,8**	**115,2**	**11,0**	**1,0**	**12,9**	**56,9**	**41,8**	**564,7**
Carrying amounts								
01/01/2022	**187,8**	**242,3**	**6,6**	**0,0**	**24,0**	**54,2**	**5,5**	**520,4**
31/12/2022	**193,5**	**218,6**	**6,5**	**0,0**	**21,4**	**56,9**	**3,1**	**499,9**

The remaining amortisation period of the client relations intangible asset is 7 years.

Impairment testing for cash-generating units containing goodwill

For the purpose of impairment testing, goodwill is allocated to the Group's operating divisions which represent the lowest level within the Group at which the goodwill is monitored for internal management purposes.

For the exercise ending 31 December 2023, the Group defined four cash generating units:

- Americas
- Weather
- Rest of the World
- Airport Systems.

The aggregate carrying amounts of goodwill allocated to each unit, on 31 December 2023, are as follows:

in millions €	Carrying amount of goodwill 31/12/2023	Carrying amount of goodwill 31/12/2022
Americas	128,2	131,8
Weather	10,0	10,3
Rest of world	36,6	36,8
Airport Systems	8,7	14,6
Total	**183,6**	**193,5**

The recoverable amount is based on its value in use. Value in use is determined by discounting the future cash flows generated from the continuing use of the unit and is based on the following key assumptions for discount rates (based on detailed WACC analysis) and perpetual growth rates:

	Parameters of the model applied to cash flow forecasts			
	Discount rates	Perpetual Growth rates	Discount rates	Perpetual Growth rates
in millions €	31/12/2023	31/12/2023	31/12/2022	31/12/2022
Americas	11,2%	2,1%	11,2%	2,1%
Weather	11,4%	2,1%	11,2%	2,1%
Rest of world	10,8%	2,0%	11,1%	2,0%
Airport Systems	12,2%	2,1%	13,1%	2,1%

The Fair Value less Cost to sell was not considered to determine the recoverable amount as management estimates that it would not result in a higher value than the value in use, because the cash flows generated by the CGUs are estimated to be greater than the proceeds from selling the assets.

Impairment tests have been performed as per 31 December 2023 using cash flow projections from the budget for 2024 approved by the Board of Directors in January 2024 and from the business long range plan for 2025-2026, based on market data and management estimates.
The value in use for cash-generating units 'America', 'Weather' and 'Rest of world' exceeds their carrying amount hence no impairment loss has been recognised. However, the value in use for the cash-generating unit Airport Systems (estimated at 4,1 mEUR) did not exceed its carrying amount and therefore an impairment loss of 5,8 mEUR has been recognized in 2023. The impairment loss is in part due to the management decision to gradually phase out a part of the product portfolio, mainly historical products not anymore competitive on the market, and to focus on deployment and development of higher-margin products in Airport Systems. The expected decrease in revenues in 2024 to 2026 and recovery of growth in subsequent years has created evidence for the need to impair the value of the CGU. The fair value less cost to sell would not result in a higher recoverable amount because the current technology is outdated.

	Impairment losses recognized in the period
in millions €	31/12/2023
Americas	0,0
Weather	0,0
Rest of world	0
Airport Systems	-5,8
Total	**-5,8**

The Group has leveraged on following information sources and assumptions to value the four CGUs:

- 2023 actual figures
- 2024 budget figures approved by the Board
- 2025-2026 long range business plan
- The impact of continuous improvement measures on profitability during the 5 years
- Assumptions of long-term growth rates from year 5 for the terminal value.

The calculation of value in use for the four CGUs is sensitive to the following assumptions:

- Revenues: annual growth rate over the five-year forecast period, based on past performance and management's expectations of market development; 5,4% average growth rate for CGU Americas, 4,9% average growth rate for CGU Weather, 8,5% average growth rate for CGU Rest of World and -9,6% average growth rate for CGU Airport Systems.
- Sales margin: based on past performance, management's expectations for the future, on current industry trends and long-term inflation forecasts; average of 35,5% for CGU Americas, 44,1% for CGU Weather, 34,7% for CGU Rest of World, and 40,9% for CGU Airport Systems.

- Discount rates: the discount rate calculation is based on the specific circumstances of the Group and is derived from its weighted average cost of capital (WACC). The WACC takes into account both debt and equity. The cost of equity is derived from the revenue-weighted aggregated risk profile of CGU activities, based on the Beta of the individual CGU portfolio activities. The cost of debt is based on the relevant prevailing interest levels of the CGU weighted by the relative share of each activity in the CGU. The beta factors are evaluated annually based on publicly available market data.
- Growth rates used to extrapolate cash flows beyond the forecast period: the computed perpetual growth rate for each CGU is based on the long-term inflation expectation for the currency in which the business plan of each CGU was prepared.

Budget 2024 figures are supported by air traffic recovery, innovation success, accelerating Airside 4.0 market traction and strict cost control. For the 2025/2028 plan, figures are based on expectations, reflecting reasonable vision of the markets addressed by the Group.

The long-range business plan also incorporates the impact of climate-related matters and their potential impact on the development of the business. Whereas longer term growth trends may be affected by climate concerns, the aviation sector as a whole and air travel are still expected to continue to grow longer term given the crucial role aviation plays in modern society. In the short and medium term, the Group also sees additional interest in replacing halogen airfields by LED or other latest technology lighting, having a positive impact on business.
In order to assess the figures of the terminal value, comparisons were conducted for each CGU between the average annual growth from 2024 to Term year reference and the perpetual growth rates retained. The perpetual growth rates retained are lower than the calculated average for all CGUs.
Consequently, management considers that the key parameters used in the calculation of the recoverable amounts of the assets, amongst others the 5-years business assumptions, the perpetual growth rates and the weighted average cost of capital, were appropriate.

Sensitivity analysis of the value in use of cash-generating units to the assumptions made
The following table shows the sensitivity of enterprise value to the specific premium used in the discount rate calculation and in the perpetual growth rate:

In millions of euro	Outcome of the impairment	Specific Premium - Discount rates	Perpetual Growth rates
Americas	76,5		
50 bps increase		-14,0	10,0
50 bps decrease		15,5	-9,0
Weather	13,8		
50 bps increase		-2,4	1,6
50 bps decrease		2,6	-1,4
Rest of world	112,6		
50 bps increase		-27,4	16,2
50 bps decrease		29,2	-15,8
Airport Systems	-5,8		
50 bps increase		-0,2	0,2
50 bps decrease		0,3	-0,2

The table shows the sensitivity of the calculated headroom ("outcome of the impairment") for a change in the discount rate and the perpetual growth rate. The outcome of the impairment test shows a headroom of 76,5 mEUR for the CGU Americas (2022: headroom of 35,5 mEUR), a headroom of 13,8 mEUR for the CGU Weather (2022: headroom of 23,4 mEUR), a headroom of 112,6 mEUR for the CGU Rest of world (2022: headroom of 95,8 mEUR), and no headroom for the CGU Airport Systems hence a need for an impairment of 5,8 mEUR (2022: headroom of 3,4 mEUR).
An impairment loss would need to be recognized in case the discount rate would increase to the following rate (all other assumptions being constant)

- from 11,2% to 14,8% in the CGU Americas would result in an impairment of its goodwill;
- from 11,4% to 15,4% in the CGU Weather would result in an impairment of its goodwill;
- from 10,8% to 13,4% in the CGU Rest of World would result in an impairment of its goodwill.

Similar sensitivity analyses were conducted for the revenue growth rate and for the sales margin. For the revenue growth rate, an impairment loss would need to be recognized (or would increase) in case the revenue growth rate would fall to the following rate (all other assumptions being constant)

- from 5,4% on average to 0,0% in the CGU Americas would not result in an impairment of its goodwill;
- from 4,9% on average to 0,0% in the CGU Weather would not result in an impairment of its goodwill;
- from 8,5% on average to 5,0% in the CGU Rest of World would result in an impairment of its goodwill;
- From -9,6% on average to -15,0% in the CGU Airport Systems would result in an additional impairment of its goodwill by 1,8 mEUR.

For the sales margin, an impairment loss would need to be recognized (or would increase) in case the sales margin would fall to the following rate (all other assumptions being constant)

- from 35,5% to 29,4% in the CGU Americas would result in an impairment of its goodwill;
- from 44,1% to 37,0% in the CGU Weather would result in an impairment of its goodwill;
- from 34,7% to 31,7% in the CGU Rest of World would result in an impairment of its goodwill;
- from 40,9% to 35,0% in the CGU Airport Systems would result in an additional impairment of its goodwill by 2,3 mEUR.

14. Inventories

In millions of euro	31/12/2023	31/12/2022
Raw materials and consumables	31,8	25,7
Semi-finished goods	2,8	1,5
Finished goods	15,8	22,5
Advances for Inventories	0,0	0,1
Goods in Transit	5,2	7,1
Total	**55,7**	**57,0**

In 2023, inventories of 184,2 mEUR were recognized as expense during the period and included in cost of sales against 145,2 mEUR in 2022 (see note 8).

Inventories are shown net of write downs for obsolescence, amounting to 9,4mEUR as of 31 December 2023 (10,3 mEUR as of 31 December 2022).

15. Trade and other receivables, Contract Assets

In millions of euro	31/12/2023	31/12/2022
Trade and other receivables		
Trade Receivables	91,5	84,9
Invoices to be Issued to Customers	0,0	0,4
Cost Unbilled Contracts	0,1	0,0
Cost in Excess	93,5	84,6
Total	**185,1**	**169,9**
Non-current	0,0	0,0
Current	185,1	169,9

Advances for which the related work has not started and billings in excess of costs are presented as Contract liabilities (see note 7).

Cost in excess is classified as current but includes amounts that do not expect to realize or settle within the 12 months after the reporting period. Approximately 1,3 mEUR is expected to be realized or settled after more than 12 months.

Trade receivables are presented net of advance payments received.

Trade Receivables and Contract Assets are shown net of impairment amounting to 5,6 mEUR as of 31 December 2023 (7,5 mEUR as of 31 December 2022) split into 3,9 mEUR Loss allowance on Trade Receivables and 1,7 mEUR Loss allowance on Contract Assets (respectively 5,7 mEUR and 1,8 mEUR as of 31 December 2022). Refer also to note 22.

The loss allowance as at 31 December 2023 and 31 December 2022 was determined as follows for both trade receivables and contract assets:

31/12/2023 - In millions of euro	Current	From 0 to 30 days past due	From 31 to 60 days past due	From 61 to 90 days past due	From 91 to 120 days past due	Over 121 days	Total
Expected loss rate	0,2%	0,3%	0,3%	0,3%	0,4%	9,4%	
Gross carrying amount – trade receivables net of prepayments	40,7	17,4	6,9	3,3	1,6	13,1	83,1
Gross carrying amount – contract assets	2,8	20,3	13,5	9,2	6,9	42,4	95,1
Loss allowance - trade receivables	0,0	-0,1	-0,1	0,0	0,0	-3,7	-3,9
Loss allowance - contract assets	0,0	0,0	0,0	0,0	0,0	-1,6	-1,7

31/12/2022 - In millions of euro	Current	From 0 to 30 days past due	From 31 to 60 days past due	From 61 to 90 days past due	From 91 to 120 days past due	Over 121 days	Total
Expected loss rate	0,1%	0,5%	0,4%	0,1%	1,3%	10,9%	
Gross carrying amount – trade receivables net of prepayments	43,0	12,0	3,8	0,3	1,1	16,2	77,4
Gross carrying amount – contract assets	4,1	9,3	5,9	8,2	9,2	49,8	86,4
Loss allowance - trade receivables	-0,1	-0,1	0,0	0,0	0,0	-5,5	-5,7
Loss allowance - contract assets	0,0	0,0	0,0	0,0	-0,1	-1,7	-1,8

The closing loss allowances for trade receivables and contract assets as at 31 December 2023 reconcile to the opening loss allowances as follows:

In millions of euro	Contract Assets	Trade receivables
Opening loss allowance as at 1 January 2023	**-1,8**	**-5,7**
Provisions increased during the period	-0,1	-0,2
Provisions used during the period	0,0	1,0
Provisions reversed during the period	0,2	0,9
Foreign Currency Translation	0,0	0,2
Closing loss allowance as at 31 December 2023	**-1,7**	**-3,9**

The closing loss allowances for trade receivables and contract assets as at 31 December 2022 reconcile to the opening loss allowances as follows:

In millions of euro	Contract Assets	Trade receivables
Opening loss allowance as at 1 January 2022	**-1,7**	**-5,9**
Provisions increased during the period	-0,2	-0,7
Provisions used during the period	0,0	0,4
Provisions reversed during the period	0,1	0,7
Foreign Currency Translation	-0,1	-0,2
Closing loss allowance as at 31 December 2022	**-1,8**	**-5,7**

16. Cash and cash equivalents

In millions of euro	**31/12/2023**	**31/12/2022**
Bank balances	30,1	34,2
Cash and cash equivalents in the statement of financial position	**30,1**	**34,2**
Cash and cash equivalents in the statement of cash flows	**30,1**	**34,2**

The Group has only cash balances outstanding at financial institutions with at least an "A" credit rating attributed by Standard & Poor's, except for Standard Bank in South Africa for an amount of 0,4 mEUR as of 31 December 2023 (0,4 mEUR as of 31 December 2022), which has a "B" rating.
The Group has restricted cash balances of 6,9 mEUR that are not available for use by the Group because they are held by subsidiaries operating under exchange controls.

17. Capital and reserves

Share capital

ADB Luxembourg 1 S.à r.l., with registered office at 14-16 Avenue Pasteur, L-2310 Luxembourg, and registered with the Luxembourg Register of Commerce and Companies under number B 217137, was constituted on 11 August 2017 with a capital of 12,000 EUR divided in 12,000 ordinary shares, with a nominal value of 1.00 EUR.
On 3 October 2017, the share capital was further increased by 426,488,000 EUR (out of which 404,0 mEUR in cash) so as to bring total share capital to an amount of 426,5 mEUR through (i) the issuance of 18,071,600 new ordinary shares with a nominal value of 1,00 EUR, (ii) the issuance of 395,616,400 new A preferred shares with a nominal value of 1,00 EUR and (iii) the issuance of 12,800,000 new B preferred shares with a nominal value of 1.00 EUR per share.
On 20 July 2022, the share capital was further increased by 40,0 mEUR in cash to bring total share capital to an amount of 466,5 mEUR through the issuance of 40,000,000 new class C preferred shares with a nominal value of 1,00 EUR.
All shares issued are fully paid. All shares have equal voting rights. The economic rights attached to the Shares are specific to each class of Shares:

- the A Preferred Dividend or the C Preferred Dividend may only be paid provided that the allocation to the legal reserve and/ or any other allocations have been made and is subject, in any case, to the prior approval of such distribution by the Shareholders.
- the payment of the A Preferred Dividend attached to the A Preferred Shares is subordinated to the full payment of any C Preferred Dividend attached to the C Preferred Shares.
- the financial rights attached to B Preferred Shares are subordinated to the reimbursement of the subscription price of all the A Preferred Shares and to the full payment of any A Preferred Dividend attached to the A Preferred Shares and the C Preferred Dividend attached to the C Preferred Shares. The Preferred B Dividend shall be determined on the exit date (unknown).
- Each Ordinary Shares entitles its holder to a right to any kind of dividend distribution decided by the company after payment of the C Preferred Dividend, of the A Preferred Dividend and of the B Preferred Dividend.

The Shares held by each Shareholder may only be transferred in accordance with the Articles, Shareholder Agreement and any future agreement to be entered between the Shareholders. Except in case of Unrestricted Transfer (as defined in the Shareholders Agreement) the prior written consent of the Majority Investor is also required for any Transfer by the Shareholders, of part or all of their Shares during a lock-up period of eight (8) years as from 11 August 2017.
After the expiry of the lock-up period, and except in case of an Unrestricted Transfer, the shares held by the Shareholders may only be transferred to any non-Shareholder transferee with the prior approval of one or more Shareholders representing at least three quarters of the Company's share capital.

Additionally, in accordance with art 710-23 of the Luxembourg law of 10 August 1915, as amended, the Company is required to allocate to a legal reserve a minimum of 5% of its annual net profit until this reserve equals 10% of the issued share capital. This reserve may not be distributed.

Reserves

The reserves include (1) a translation reserve comprising all foreign currency differences arising from the translation of the financial statements of foreign operations, (2) a hedging reserve on foreign currency forward contracts, designated as cash flow hedges and (3) a reserve for own shares resulting from the purchase of treasury shares.

Dividends

No dividend distribution was proposed by the Directors.

18. Loans and borrowings

This note provides information about the contractual terms of the Group's interest-bearing loans and borrowings, which are measured at amortised cost.

In millions of euro	31/12/2023	31/12/2022
Secured bank loans	603,9	588,8
Lease Liabilities	19,4	4,0
Non-current liabilities	**623,3**	**592,9**
Short term portion of secured debt	0,0	0,0
Recourse Factoring	2,8	0,0
Revolving facility	67,5	53,0
Accrued Interests on senior loans	4,3	3,4
Lease Liabilities	2,8	2,9
Current liabilities	**77,5**	**59,3**
Total loans and borrowings	700,8	652,2

To finance the acquisition of the Group, ADB Safegate Luxembourg 1 S.à r.l. and its subsidiaries entered into a Senior Facilities Agreement and a Second Lien Facility Agreement for a total amount of 585,5 mEUR with BNP Paribas Fortis SA/NV, Citigroup Global Markets Limited, Credit Suisse AG London Branch, Deutsche BankAG London Branch, HSBC Bank plc, ING Bank N.V. and the Bank of Ireland on 3 October 2017.
The Group has access to a Revolving Credit Facility (RCF), which amounts to 80,0 mEUR. As of 31 December 2023, the undrawn amount equals to 12,6 mEUR (27,3 mEUR as of 31 December 2022).
In July 2022, the Senior Facilities Agreement and the Second Lien Facility Agreement were amended, with extended maturity date and increased margin on interest rate, as indicated below:

In millions of euro	Currency	Nominal interest rate	Year of maturity	Face value	Carrying amount 31/12/2023
Secured bank loan - 1st Lien	EUR	Euribor[1] + Margin[2]	2026	344,0	341,5
Secured bank loan - 1st Lien	USD	SOFR[1] + Margin[3]	2026	130,5	130,5
Secured bank loan - 2nd Lien	USD	SOFR[1] + Margin[4]	2027	134,9	135,2
Secured Bank Loan ADB SG Germany - EUR	EUR	Fixed 1.70%	2026	0,3	0,3
Governmental R&D Loan - ADB SG Austria -	EUR	Fixed 2.00%	2028	0,2	0,2
Revolving facility	EUR	Euribor[1] + Margin[5]	2025	52,0	52,1
Revolving facility	USD	SOFR[1] + Margin[5]	2025	15,4	15,4
Total interest-bearing liabilities				**677,2**	**675,0**

(1) There is a 0% interest rate floor on Euribor and 1% on SOFR. Interest rates cannot drop below this interest rate floor
(2) Margin is at 4,75% as per 31 December 2023 and shall depend on Senior debt cover
(3) Margin is at 4,75% as per 31 December 2023 and shall depend on Senior debt cover
(4) Margin is at 8,25% as per 31 December 2023 and shall depend on Senior debt cover
(5) Margin is at 4,50% as per 31 December 2023 and shall depend on Senior debt cover

In millions of euro	Currency	Nominal interest rate	Year of maturity	Face value	Carrying amount 31/12/2022
Secured bank loan - 1st Lien	EUR	Euribor[1] + Margin[2]	2026	344,0	338,5
Secured bank loan - 1st Lien	USD	Libor[1] + Margin[3]	2026	134,5	133,8
Secured bank loan - 2nd Lien	USD	Libor[1] + Margin[4]	2027	120,6	120,1
Secured Bank Loan ADB SG Germany - EUR	EUR	Fixed 1.70%	2026	0,4	0,4
Revolving facility	EUR	Euribor[1] + Margin[5]	2025	37,0	37,0
Revolving facility	USD	Libor[1] + Margin[5]	2025	15,9	15,9
Total interest-bearing liabilities				652,4	645,7

(1) There is a 0% interest rate floor on Euribor and 1% on Libor. Interest rates cannot drop below this interest rate floor

(2) Margin is at 4,75% as per 31 December 2022 and shall depend on Senior debt cover

(3) Margin is at 4,75% as per 31 December 2022 and shall depend on Senior debt cover

(4) Margin is at 8,25% as per 31 December 2022 and shall depend on Senior debt cover

(5) Margin is at 4,50% as per 31 December 2022 and shall depend on Senior debt cover

in millions of euro	31/12/2023	31/12/2022
Senior Loans		
Proceeds from issue of senior loans	610,2	599,4
Transaction Costs	-6,3	-10,6
Accrued Interests	4,3	3,2
Carrying amount of liability	**608,2**	**592,1**
Revolving Facility		
Proceeds from issue of revolving facility	67,5	53,0
Accrued Interests	0,0	0,1
Carrying amount of liability	**67,6**	**53,1**

In 2017, the Group incurred 18,5 mEUR of transaction costs in respect of the senior loan facilities which are recognised in the statement of profit and loss in accordance with the effective interest method over the expected repayment schedule of the different tranches of the loan facilities.

The Group incurred transaction costs in respect of the acquisition of the Ultra Electronics Airport Systems group for 1,3 mEUR in 2019.

In July 2022, the Group incurred 5,9 mEUR of transaction costs in respect of the amendment and extension of the senior loan facilities. This renegotiation was treated as a non-substantial modification of the debt in accordance with IFRS 9. Therefore, the costs incurred are recognised in the statement of profit and loss in accordance with the effective interest method over the remaining amended repayment schedule of the different tranches of the loan facilities.

In 2023, the amortization expense of those transaction costs amounted to 4,2 mEUR (3,5 mEUR in 2022).

Changes in liabilities arising from financing activities

in millions of euro	Senior Loans	Revolving Facility	Transaction Costs	Leases	Recourse Factoring	Accrued Interests	Total
Balance at 01/01/2023	**593,4**	**53,1**	**-10,6**	**7,0**	**0,0**	**3,3**	**652,2**
Cash flow changes from financing activities							
Proceeds from loans and borrowings	0,2	15,0	0,0	0,0	8,9	0,0	24,2
Repayment of loans and borrowings	-0,1	0,0	0,0	-3,2	-6,2	0,0	-9,5
Interests and bank charges paid/received	0,0	-5,1	0,0	-1,4	0,1	-32,2	-38,6
Total cash flow changes from financing activities	**0,1**	**10,0**	**0,0**	**-4,6**	**2,9**	**-32,2**	**-23,9**
Other changes non cash flows related							
Currency differences	-8,3	-0,6	0,1	-0,4	0,0	-0,4	-9,6
Amortisation	0,0	0,0	4,2	0,0	0,0	0,0	4,2
New contracts	0,0	0,0	0,0	19,2	0,0	0,0	19,2
Terminated contracts	0,0	0,0	0,0	-0,4	0,0	0,0	-0,4
Interest expense	18,9	5,1	0,0	1,4	-0,1	52,0	77,3
Interest income	0,0	0,0	0,0	0,0	0,0	-18,4	-18,4
Total other changes non cash flows related	**10,6**	**4,5**	**4,3**	**19,9**	**-0,1**	**33,2**	**72,4**
Balance at 31/12/2023	**610,1**	**67,5**	**-6,3**	**22,3**	**2,8**	**4,3**	**700,7**

in millions of euro	Senior Loans	Revolving Facility	Transaction Costs	Leases	Recourse Factoring	Accrued Interests	Total
Balance at 01/01/2022	**584,6**	**56,7**	**-8,2**	**9,9**	**0,0**	**2,5**	**645,5**
Cash flow changes from financing activities							
Proceeds from loans and borrowings	0,0	20,0	0,0	0,0	0,0	0,0	20,0
Repayment of loans and borrowings	-0,1	-27,5	0,0	-3,0	0,0	0,0	-30,6
Interests and bank charges paid/received	0,0	-2,4	-5,9	-0,5	0,0	-32,6	-41,4
Total cash flow changes from financing activities	**-0,1**	**-9,9**	**-5,9**	**-3,5**	**0,0**	**-32,6**	**-52,0**
Other changes non cash flows related							
Currency differences	14,8	3,7	0,0	-0,1	0,0	-0,4	18,0
Amortisation	0,0	0,0	3,5	0,0	0,0	0,0	3,5
New contracts	0,0	0,0	0,0	2,8	0,0	0,0	2,8
Terminated contracts	0,0	0,0	0,0	-2,6	0,0	0,0	-2,6
Interest expense	0,0	2,5	0,0	0,5	0,0	33,9	36,9
Total other changes non cash flows related	**14,8**	**6,2**	**3,5**	**0,6**	**0,0**	**33,5**	**58,6**
Balance at 31/12/2022	**599,3**	**53,0**	**-10,6**	**7,0**	**0,0**	**3,4**	**652,1**

Bank loan covenants

Due to important cash flow needs to finance operating activities in 2023, the threshold of more than 35% of drawings on the Original Revolving Facility Commitment is met as at 31 December 2023. The Group complies with the related covenant on Senior Net Debt ratio to EBITDA.

Security for Liabilities

Some assets, such as shares of the subsidiaries, receivables and bank accounts, are being used as security for loan facilities with BNP Paribas Fortis SA/NV, CitiGroup Global Markets Limited, Credit Suisse AG, London Branch, Deutsche Bank AG, London Branch, HSBC Bank plc, ING Bank N.V. and the Bank of Ireland, depending on the local regulations in respect of pledging assets. The carrying amount of those assets is 59,5 mEUR.

In particular, the bank loans are secured over the following assets by legal entity:

ADB Safegate Luxembourg 2 S.à r.l.
- Luxembourg Law Receivables Pledge
- Luxembourg Law Account Pledge (BGL)
- Luxembourg Law Account Pledge (SG)
- Belgium Law Share Pledge over the shares in ADB Safegate Belgium BV

ADB Safegate Luxembourg 1 S.à r.l.
- Luxembourg Law Receivables Pledge
- Luxembourg Law Account Pledge
- Luxembourg Law Share Pledge over the shares in ADB Safegate Luxembourg 2 S.à r.l.

ADB Safegate Belgium BV
- Luxembourg Law Claim Pledge
- Belgium Law Receivables and Bank Accounts Pledge
- US Pledge Agreement
- Belgian Law Share pledge over the shares in ADB Safegate BV

ADB Safegate BV

- Belgium Law Receivables and Bank Accounts Pledge
- Swedish Law Share Pledge over the shares in ADB Safegate Sweden AB
- Australian Law Share pledge over the shares in ADB Safegate Australia Pty Ltd
- Hong Kong Law share pledge over the shares in ADB Safegate Hong Kong Limited
- German Law share pledge over the shares in ADB Safegate Germany Verwaltungs GmbH
- Finnish Law Pledge of Intragroup Loan Receivables of ADB Safegate BV- Branch Finland
- Finnish Law Pledge of Floating Charge Promissory Note of ADB Safegate BV- Branch Finland
- Hong Kong Law Supplemental Share Pledge over shares in ADB Safegate Hong Kong Limited

ADB Safegate Hong Kong Limited

- Debenture creating fixed and floating charges over ADB Safegate Hong Kong's assets
- Hong Kong law supplemental debenture of ADB Safegate Hong Kong Limited

ADB Safegate Sweden AB

- Account Pledge Agreement
- Swedish Law governed Intercompany Loan Pledge Agreement

ADB Safegate Americas 1, Inc.

- US Pledge and Security Agreement of ADB Safegate Americas 1, Inc.

ADB Safegate Americas LLC

- US Joinder Agreement of ADB Safegate Americas LLC to the US Pledge and Security Agreement of ADB Safegate Americas 1, Inc.
- US Security Joinder Agreement of ADB Safegate Americas LLC to the US Pledge and Security Agreement of ADB Safegate Americas 1 Inc.
- US Security Supplement of ADB Safegate Americas LLC for shares in DBT Transportation Services LLC

DBT Transportation Services LLC

- US Joinder Agreement of DBT Transportation Services LLC to the US Pledge and Security Agreement of ADB Safegate Americas 1, Inc.

ADB Safegate Australia Pty Ltd

- Australian Law General Security Deed granted by ADB Safegate Australia Pty Ltd

ADB Safegate Germany GmbH and ADB Safegate Germany Verwaltungs GmbH

- German Law Share Pledge Agreement granted by ADB Safegate Germany Verwaltungs GmbH over the shares in ADB Safegate Germany
- German Law Account Pledge Agreement
- German Law Assignment Agreement
- German Law Supplemental Share Pledge Agreement granted by ADB Safegate Germany Verwaltungs GmbH over the shares in ADB Safegate Germany GmbH
- German Law Supplemental Account Pledge Agreement
- German Law Supplemental Assignment Agreement

19. Liabilities for post-employment and other long-term employee benefits

The Group contributes to employee retirement benefit plans in accordance with the laws and usual practices of countries in which its subsidiaries operate.

As of 31 December 2023, the present value of the defined benefit obligation (DBO) and the service costs are calculated by a qualified actuary using the Projected Unit Credit (PUC) method.

The amounts recognised in the balance sheet and the movements in the net defined benefit obligation over the year are as follows:

In millions of euro	31/12/2023	31/12/2022
Amounts recognized in the statement of financial position		
Defined benefit obligation	10,3	9,7
Fair value of plan assets	8,8	8,6
Funded status	**1,6**	**1,1**
Effect of asset ceiling/onerous liability	0,0	0,0
Net defined benefit liability (asset)	**1,6**	**1,1**
Liability for other post-employment benefits	0,1	0,0
Liability for early retirement obligations	0,0	0,0
Total employee benefits	**1,6**	**1,1**

The Group makes contributions to a defined benefit plan that provides pension and medical benefits for a few employees upon retirement. Plan assets comprise equity securities and bonds.

In millions of euro	31/12/2023	31/12/2022
Change in defined benefit obligation		
1. Defined benefit obligation at end of prior year	9,7	11,0
2. Service cost		
a. Current service cost	0,7	0,9
3. Interest expense	0,3	0,1
4. Cash flows		
a. Benefit payments from plan assets	(0,8)	(0,3)
b. Benefit payments from employer	(0,1)	(0,1)
e. Participant contributions	0,2	0,2
f. Administrative expenses included in the DBO	(0,0)	(0,0)
g. Taxes included in the DBO	(0,1)	(0,1)
h. Insurance premiums for risk benefits	(0,1)	(0,1)
6. Remeasurements		
a. Effect of changes in demographic assumptions	-	-
b. Effect of changes in financial assumptions	0,1	(1,9)
c. Effect of experience adjustments	0,4	(0,1)
7. Effect of changes in foreign exchange rates	-	-
8. Defined benefit obligation at end of year	**10,3**	**9,7**

In millions of euro	31/12/2023	31/12/2022
Change in fair value of plan assets		
1. Fair value of plan assets at end of prior year	8,6	7,8
2. Interest income	0,3	0,1
3. Cash flows		
a. Total employer contributions		
(i) Employer contributions	0,7	0,7
(ii) Employer direct benefit payments	0,1	0,1
b. Participant contributions	0,2	0,2
c. Benefit payments from plan assets	(0,8)	(0,3)
d. Benefit payments from employer	(0,1)	(0,1)
g. Administrative expenses paid from plan assets	(0,0)	(0,0)
h. Taxes paid from plan assets	(0,1)	(0,1)
i. Insurance premiums for risk benefits	(0,1)	(0,1)
5. Remeasurements		
a. Return on plan assets (excluding interest income)	0,0	0,2
7. Fair value of plan assets at end of year	**8,8**	**8,6**

In millions of euro	31/12/2023	31/12/2022
Components of defined benefit cost		
1. Service cost		
a. Current service cost	0,7	0,9
e. Total service cost	**0,7**	**0,9**
2. Net interest cost		
a. Interest expense on DBO	0,3	0,1
b. Interest (income) on plan assets	(0,3)	(0,1)
e. Total net interest cost	**0,0**	**0,0**
5. Defined benefit cost included in P&L	**0,8**	**0,9**
6. Remeasurements (recognized in other comprehensive income)		
a. Effect of changes in demographic assumptions	-	-
b. Effect of changes in financial assumptions	0,1	(1,9)
c. Effect of experience adjustments	0,4	(0,1)
d. (Return) on plan assets (excluding interest income)	(0,0)	(0,2)
g. Total remeasurements included in OCI	**0,5**	**(2,2)**
7. Total defined benefit cost recognized in P&L and OCI	**1,2**	**(1,3)**

In millions of euro	31/12/2023	31/12/2022
Net defined benefit liability (asset) reconciliation		
1. Net defined benefit liability (asset)	1,1	3,2
2. Defined benefit cost included in P&L	0,8	0,9
3. Total remeasurements included in OCI	0,5	(2,2)
4. Cash flows		
a. Employer contributions	(0,7)	(0,7)
b. Employer direct benefit payments	(0,1)	(0,1)
5. Net defined benefit liability (asset) as of end of year	**1,6**	**1,1**

In millions of euro	31/12/2023	31/12/2022
Plan assets		
Fair value of plan assets		
a. Assets held by insurance company	8,8	8,6
d. Total	**8,8**	**8,6**

Assets held by insurance company (8,8 mEUR as of 31 December 2023) are primarily invested in Government and corporate bonds, but also in other asset classes such as equities and real estate.

In millions of euro	31/12/2023
Expected cash flows for following year	
1. Expected employer contributions	0,8
2. Expected contributions to reimbursement rights	-
3. Expected total benefit payments	
Year 1	0,2
Year 2	0,2
Year 3	0,3
Year 4	0,4
Year 5	0,6
Next 5 years	4,0

In millions of euro	31/12/2023	31/12/2022
Sensitivity Analysis		
Present value of defined benefit obligation		
Discount rate - 25 basis points	10,5	9,8
Discount rate + 25 basis points	10,2	9,6
Pensions-in-payment increase rate - 25 basis points	2,0	1,8
Pensions-in-payment increase rate + 25 basis points	2,1	1,9
Weighted average duration of defined benefit obligation (in years)		
Discount rate - 25 basis points	6,3	4,8
Discount rate + 25 basis points	3,8	3,8

Group's principal obligation: Belgian defined contribution plans with return guaranteed by law

Belgian "Defined Contribution" Group insurance plans are subject to the Occupational Pensions Act of April 2003. According to article 24 of this Act, affiliated persons are entitled to a guaranteed minimum return on contributions made by either the organizer of the plan or the employee. Some conditions in this law, such as the required level of minimum return, have been amended by the Act of 18 December 2015. Similar to the measurement of all other defined benefit plans, the net pension liability related to defined contribution plans with return guaranteed by law is calculated as the difference between the present value of the defined benefit obligation (DBO) and the fair value of the plan assets.

The following table shows a breakdown of the net defined benefit obligation (plan assets) by country:

	31/12/2023	31/12/2022
Belgium	56%	60%
Germany	40%	37%
Austria	3%	
France	2%	3%

Actuarial assumptions

The actuarial assumptions used for the main countries are presented below:

	Belgium		Germany	
	31/12/2023	31/12/2022	31/12/2023	31/12/2022
Discount Rate	3,50%	3,50%	3,50%	3,50%
Long-term rate of return on assets	3,50%	3,50%	3,50%	3,50%
Salary Increases	Inflation + 0.75%		Inflation + 0.25%	
Inflation	2,75%		2,00%	
Mortality	MR/FR including age correction minus 4 or 5 years		Heubeck Richttafeln 2018G	
Retirement Age	65		between 60 and 65	

20. Provisions

In millions of euro	Warranties	Claims	Restructuring	Other	Total
01/01/2023	**4,7**	**1,9**	**0,1**	**1,0**	**7,7**
Provisions made during the period	0,9	0,3	0,0	0,1	1,2
Provisions used during the period	-0,4	0,0	-0,1	-0,2	-0,7
Provisions reversed during the period	-0,2	-0,1	0,0	0,0	-0,3
Other movement	0,0	0,7	0,0	0,0	0,7
Foreign Currency Translation	-0,1	0,0	0,0	0,0	-0,1
31/12/2023	**4,9**	**2,8**	**0,0**	**0,8**	**8,5**
Non-Current	0,0	1,2	0,0	0,7	1,9
Current	4,9	1,6	0,0	0,1	6,6

In millions of euro	Warranties	Claims	Restructuring	Other	Total
01/01/2022	**6,0**	**1,8**	**0,4**	**0,7**	**8,9**
Provisions made during the period	0,1	0,4	0,0	0,1	0,6
Provisions used during the period	0,3	-0,2	-0,1	0,1	0,1
Provisions reversed during the period	-1,9	-0,1	-0,1	0,0	-2,1
Other movement	0,0	0,0	0,0	0,0	0,0
Foreign Currency Translation	0,1	0,0	0,0	0,0	0,2
31/12/2022	**4,7**	**1,9**	**0,1**	**1,0**	**7,7**
Non-Current	0,5	1,2	0,0	0,7	2,4
Current	4,2	0,7	0,1	0,3	5,3

Warranties

The provision for warranties relates mainly to contractual warranty obligations. The provision is based on estimates made from historical warranty data associated with similar products and services. The Group expects to incur part of the liability within one year and part of the liability over one year.

Claims

The provision for claims relates mainly to ongoing litigations. The expected timing of outflows for the main open litigation is expected to be within 24 months after the reporting period.

Other

Other provisions relate mainly to employee's related legal provision.

21. Trade and other payables, Contract liabilities

In millions of euro	31/12/2023	31/12/2022
Trade and other payables		
Trade payables	47,8	45,0
Accruals	24,9	26,2
Deferred income	1,9	1,3
Contract Liabilities - Advance payments received	12,4	13,2
Contract Liabilities - Billings in excess of cost and estimated profits	24,2	27,7
Total	**111,1**	**113,4**

22. Financial instruments

Trade receivables

In millions of euro	31/12/2023	31/12/2022
Exposure to credit risk		
Trade and other receivables	95,4	90,6
Prepayments	-12,4	-13,2
Trade and other receivables (including prepayments)	**83,1**	**77,4**

In millions of euro	31/12/2023	31/12/2022
The maximum exposure to credit risk for trade and other receivables at the reporting date by geographic region was:		
Western Europe	7,4	3,2
Central & Eastern Europe	10,0	5,0
Middle-East & Africa	27,4	25,8
America	19,2	26,0
Asia	10,8	7,7
China	2,1	5,8
Australia & New Zealand	3,5	0,4
Other Regions	2,6	3,5
TOTAL	**83,1**	**77,4**

In millions of euro	31/12/2023	31/12/2022
The ageing of trade and other receivables at the reporting date was:		
Ageing of trade receivables: neither past due nor impaired	40,7	43,2
Ageing of trade receivables: < 30 days	17,4	12,0
Ageing of trade receivables: 30 - 60 days	6,9	4,0
Ageing of trade receivables: 60 - 90 days	3,3	0,4
Ageing of trade receivable: 90 - 120 days	1,6	2,2
Ageing of trade receivable: > 120 days	13,1	15,6
TOTAL	**83,1**	**77,4**

In millions of euro	31/12/2023	31/12/2022
The movement in the allowance for impairment in respect of trade and other receivables during the year was as follows:		
Beginning Balance	**-5,7**	**-5,9**
Impairment loss recognized (net of increase/used/reversals)	1,6	0,4
Foreign currency Translation	0,2	-0,2
Ending Balance	**-3,9**	**-5,7**

Contract assets

In millions of euro	31/12/2023	31/12/2022
Exposure to credit risk		
Contract assets	**95,1**	**86,4**

In millions of euro	31/12/2023	31/12/2022
The maximum exposure to credit risk for contract assets at the reporting date by geographic region was:		
Western Europe	1,6	2,7
Central & Eastern Europe	8,0	10,5
Middle-East & Africa	34,8	47,9
America	2,5	0,0
Asia	17,2	2,8
China	17,5	13,0
Australia & New Zealand	13,6	7,3
Other Regions	0,0	2,3
TOTAL	**95,1**	**86,4**

In millions of euro	31/12/2023	31/12/2022
The ageing of contract assets at the reporting date was:		
Ageing of contract assets: neither past due nor impaired	2,8	4,1
Ageing of contract assets: < 30 days	20,3	9,3
Ageing of contract assets: 30 - 60 days	13,5	4,1
Ageing of contract assets: 60 - 90 days	9,2	9,4
Ageing of contract assets: 90 - 120 days	6,9	-0,7
Ageing of contract assets: > 120 days	42,4	60,3
TOTAL	**95,1**	**86,4**

In millions of euro	31/12/2023	31/12/2022
The movement in the allowance for impairment in respect of contract assets during the year was as follows:		
Beginning Balance	**-1,8**	**-1,7**
Impairment loss recognized (net of increase/used/reversals)	0,1	-0,1
Foreign currency Translation	0,0	-0,1
Ending Balance	**-1,7**	**-1,8**

Management believes that the unimpaired amounts that are past due are still collectible based on historical payment behaviour.

Credit quality of receivables that are not past due or impaired: the Group's exposure to credit risk is influenced mainly by the individual characteristics of each customer. The demographics of the Group's customer base, including the default risk of the industry and country in which customers operate, also has an influence on credit risk. However, the company has a credit policy under which each new customer is analysed individually for creditworthiness before the Group's standard payment and delivery terms and conditions are offered.

Factoring

(i) Non-recourse factoring

The Group has implemented during 2023 an agreement with a factoring company to which it sells its US trade receivables denominated in USD on a non-recourse basis. Under this agreement, the factoring company assumes the credit risk associated with the receivables. Accordingly, these transactions are accounted for as a sale of receivables under IFRS 9 because the contract effectively transfer substantially all of the risks and rewards of ownership of the receivables to the factoring company and continuing involvement is not significant.

As of 31 December 2023, the carrying amount of these receivables transferred amounted to 4,9 mEUR and an amount of 3,7 mEUR (2022: nil) has been received in cash from the factoring company. These receivables are derecognized from 'trade and other receivables' line item in the statement of financial position upon transfer to the factoring company. The difference between the carrying amount of the receivables transferred and the cash received on those receivables factored ('holdback guarantee') remains recognized in trade receivables. Interest incurred are recognized as interest expense and reported within Financial Costs in the statement of profit or loss.

As per the agreement, the Group has no obligation, nor does it voluntarily choose, to repurchase receivables or replenish the disposed receivables. Hence, maximum exposure to credit risk relative to these transactions is considered immaterial as of the end of the reporting period.

(ii) Recourse factoring

The Group also implemented during 2023 a multi-currency factoring contract with a financial institution to which it sells trade receivables on a recourse basis, mainly of the Belgian based operating entity. As stipulated in the contract, the risk of credit loss remains with the Company. Therefore, these transactions do not substantially transfer the risks and rewards of these receivables and are accounted for as secured borrowing.

As of 31 December 2023, the nominal value of the receivables sold to the factoring company on a recourse basis amounted to 2,8 mEUR (2022: nil). These receivables are not derecognized and continue to be recognized in 'trade and other receivables' line item in the statement of financial position. Liabilities to the factoring company related to the recourse factoring amounted to 2,8 mEUR and are recognized in 'Short-term debt'.

As per the agreement, loss of receivable due to the credit risk needs to be reimbursed to the factoring company, the maximum exposure to credit risk at the end of the period related to these transactions amounts to 2,8 mEUR (2022: nil).

Cash and cash equivalents

As described in note 16, the Group held cash and cash equivalents of 30,1 mEUR as at 31 December 2023 (34,2 mEUR as at 31 December 2022). The cash and cash equivalents are held with financial institutions with at least an "A" credit rating attributed by Standard & Poor's, except for Standard Bank in South Africa for an amount of 0,4mEUR as of 31 December 2023 (0,4 mEUR as of 31 December 2022), which has a B rating.

While cash and cash equivalents are also subject to the impairment requirements of IFRS 9, the identified impairment loss was immaterial.

Liquidity risk

The following are the contractual maturities of financial liabilities, including estimated interest payments and the impact of derivatives:

31/12/2023

In millions of euro	Carrying amount	Contractual cash flows	≤ 6 Months	6 - 12 Months	1 - 2 Years	2 - 5 Years	> 5 Years
Bank loans and other facilities	678,6	919,5	25,3	25,1	50,0	819,3	0,0
Lease liabilities	22,3	22,3	1,4	1,4	2,2	4,1	13,1
Trade and other payables	72,7	72,7	72,7				
Contract liabilities	36,6	36,6	36,6				

31/12/2022

In millions of euro	Carrying amount	Contractual cash flows	≤ 6 Months	6 - 12 Months	1 - 2 Years	2 - 5 Years	> 5 Years
Bank loans and other facilities	645,2	876,6	16,4	26,8	57,1	776,2	0,0
Lease liabilities	7,0	7,0	1,5	1,5	1,7	2,2	0,1
Trade and other payables	71,2	71,2	71,2				
Contract liabilities	40,9	40,9	40,9				

As disclosed in note 18, the Group's secured bank loans contain loan covenants. A future breach of covenants may require the Group to repay the loan earlier than indicated in the above table.

Currency risk

Exposure to currency risk

The Group's exposure to foreign currency risk was as follows on 31 December 2023 (based on notional amounts):

In millions of euro	Emirati Dirham	Australian Dollar	Euro	British Pound	Qatari Riyal	Chinese Renminbi	Swedish Krona	Taiwan New Dollar	United States Dollar	South African Rand	Other	Total
Cash & cash equivalents	6,0	-0,5	-0,2	6,8	0,9	3,6	-1,9	0,8	8,6	0,3	5,9	30,1
Trade receivables (+)	1,2	3,3	39,1	1,5	6,8	3,0	0,4	0,8	23,6	0,3	11,5	91,5
Bank Loans and revolving facility	0,0	0,5	395,4	0,0	0,0	0,0	0,0	0,0	282,7	0,0	0,0	678,6
Trade payables (-)	-0,5	-3,2	-21,0	-0,5	0,0	-0,8	-0,4	0,0	-20,8	0,0	-0,5	-47,8
Leases	-0,7	-0,4	-2,5	-0,3	-0,1	-0,4	-1,2	0,0	-16,2	-0,1	-0,3	-22,3
Total	5,9	-0,3	410,8	7,5	7,6	5,4	-3,1	1,5	277,9	0,4	16,6	730,2

The Group's exposure to foreign currency risk was as follows on 31 December 2022 (based on notional amounts):

In millions of euro	Emirati Dirham	Australian Dollar	Euro	British Pound	Qatari Riyal	Chinese Renminbi	Swedish Krona	Taiwan New Dollar	United States Dollar	South African Rand	Other	Total
Cash & cash equivalents	2,8	1,1	0,9	6,2	13,0	3,2	-2,5	2,0	-2,3	0,4	9,5	34,2
Trade receivables (+)	1,2	1,3	25,2	2,5	7,7	6,3	0,2	0,4	28,5	0,1	11,5	84,9
Bank Loans and revolving facility	0,0	0,0	375,3	0,0	0,0	0,0	0,0	0,0	269,9	0,0	0,0	645,2
Trade payables (-)	-1,0	-0,5	-25,1	-0,6	-0,1	-1,5	-1,1	-0,2	-14,1	0,0	-0,9	-45,0
Leases	-0,9	-0,4	-2,4	-0,5	-0,1	-0,6	-0,6	0,0	-1,1	0,0	-0,3	-7,0
Total	2,1	1,6	373,9	7,6	20,5	7,4	-4,0	2,2	281,0	0,5	19,8	712,4

The "Other" column includes currency risks on a variety of currencies that are individually not significant to the Group.

The following exchange rates were applied during the current period (2023) for currencies relevant for the Group, dominated in a 'EURO pricing' format (for ex, 1 AED = 0,2544 EUR closing rate):

ISO	Closing Rate	Average
AED	0,2467	0,2518
AUD	0,6172	0,6145
BRL	0,1867	0,1853
CAD	0,6839	0,6854
CHF	1,0765	1,0295
CLP	0,0010	0,0011
CNY	0,1276	0,1307
DKK	0,1341	0,1342
EUR	1,0000	1,0000
GBP	1,1531	1,1499
HKD	0,1160	0,1181
INR	0,0109	0,0112
MYR	0,1972	0,2030
QAR	0,2487	0,2535
RMB	0,1276	0,1307
RUB	0,0102	0,0110
SEK	0,0900	0,0872
SGD	0,6866	0,6887
TRY	0,0307	0,0401
TWD	0,0295	0,0297
USD	0,9061	0,9247
ZAR	0,0496	0,0502

Sensitivity analysis

A 10 percent strengthening (weakening) of the Euro against the following currencies on 31 December 2023 would have increased (decreased) equity and net profit by the amounts shown below. This analysis assumes that all other variables, in particular interest rates, remain constant.

	Strengthening of EUR		Weakening of EUR	
In millions of euro	Equity	P&L	Equity	P&L
AED	1,7	-0,3	-1,7	0,3
AUD	1,3	-0,1	-1,3	0,1
GBP	-0,4	0,4	0,4	-0,4
RMB	2,4	-0,1	-2,4	0,1
SEK	4,0	0,5	-4,0	-0,5
USD	8,5	0,9	-8,5	-0,9

This analysis does not take into account the effect of revaluation of loans and borrowings in foreign currencies at closing rates. For intra-group loans, any effect in profit and loss shall be compensated in equity by a movement in translation reserve.

Interest rate risk

Profile

At the reporting date the interest rate profile of the Group's interest-bearing financial instruments was:

In millions of euro	Carrying Amount 31/12/2023	Carrying Amount 31/12/2022
Fixed Rate Instruments		
Financial Liabilites		
(ADB Safegate Germany GmbH & ADB Safegate Austria)	0,5	0,4
Variable Rate Instruments		
Financial Liabilities (Senior Loans)	607,1	592,4
Revolving Facility	67,5	52,9

Fair value sensitivity analysis for fixed rate instruments
The Group does not account for any fixed rate financial assets and liabilities at fair value through profit or loss, and the Group does not designate derivatives as hedging instruments under a fair value hedge accounting model. Therefore, a change in interest rates at the reporting date would not affect profit or loss.

Fair value sensitivity analysis for variable rate instruments
The Group has designated derivatives (interest rate cap contracts) as hedge instruments under cash flow hedge accounting model.

Fair values
Fair values versus carrying amounts
The fair values of financial assets and liabilities, together with the carrying amounts shown in the consolidated statement of financial position, are as follows:

31 December 2023

In millions of euro	Carrying Amount	Fair Value
Interest Rate Cap Contract Assets	2,3	2,3
Financial assets measured at fair value	**2,3**	**2,3**
Receivables and Contract Assets	185,1	185,1
Cash and cash equivalents	30,1	30,1
Financial assets not measured at fair value	**215,2**	**215,2**
Financial liabilities measured at fair value	**0,0**	**0,0**
Bank loans	608,2	614,5
Revolving facilities	67,6	67,6
Recourse factoring	2,8	2,8
Lease liabilities	22,3	22,3
Trade and other payables	74,6	74,6
Contract Labilities	36,6	36,6
Financial liabilities not measured at fair value	**812,0**	**818,3**

31 December 2022

In millions of euro	Carrying Amount	Fair Value
Interest Rate Cap Contract Assets	10,5	10,5
Financial assets measured at fair value	**10,5**	**10,5**
Receivables and Contract Assets	169,9	169,9
Cash and cash equivalents	34,2	34,2
Financial assets not measured at fair value	**204,1**	**204,1**
Interest rate swap Liabilities	0,0	0,0
Financial liabilities measured at fair value	**0,0**	**0,0**
Bank loans	592,8	599,5
Revolving facilities	52,9	52,9
Lease liabilities	7,0	7,0
Trade and other payables	71,2	71,2
Contract Labilities	40,9	40,9
Financial liabilities not measured at fair value	**764,8**	**771,5**

All these fair values are level 2 fair values (see note 5).

23. Leases

Group as a lessee

Information about leases for which the Group is a lessee is presented below.

1. Amounts recognised in the balance sheet

Right of use asset

In millions of euro	Land and building	Vehicles	IT	Total
Cost				
01/01/2023	**10,0**	**3,9**	**0,3**	**14,2**
Additions	17,5	1,5	0,0	19,0
Derecognition	-2,9	-0,9	0,0	-3,8
Effect of movements in exchange rates	-0,5	0,0	0,0	-0,5
31/12/2023	**24,1**	**4,5**	**0,3**	**28,9**
Depreciation and impairment losses				
01/01/2023	**5,4**	**2,2**	**0,2**	**7,8**
Depreciation for the period	2,9	1,1	0,1	4,0
Derecognition	-2,8	-0,9	0,0	-3,7
Effect of movements in exchange rates	-0,1	0,0	0,0	-0,2
31/12/2023	**5,3**	**2,3**	**0,2**	**7,9**
Carrying amounts				
01/01/2023	**4,6**	**1,7**	**0,1**	**6,4**
31/12/2023	**18,8**	**2,1**	**0,1**	**20,9**

In millions of euro	Land and building	Vehicles	IT	Total
Cost				
01/01/2022	**11,5**	**3,4**	**0,3**	**15,2**
Additions	1,6	1,1	0,0	2,7
Derecognition	-2,8	-0,6	0,0	-3,5
Effect of movements in exchange rates	-0,3	0,0	0,0	-0,2
31/12/2022	**10,0**	**3,9**	**0,3**	**14,2**
Depreciation and impairment losses				
01/01/2022	**3,8**	**1,8**	**0,2**	**5,8**
Depreciation for the period	2,0	1,0	0,1	3,1
Derecognition	-0,2	-0,7	0,0	-0,9
Effect of movements in exchange rates	-0,2	0,0	0,0	-0,2
31/12/2022	**5,4**	**2,2**	**0,2**	**7,8**
Carrying amounts				
01/01/2022	**7,7**	**1,6**	**0,2**	**9,4**
31/12/2022	**4,6**	**1,7**	**0,1**	**6,4**

Right of use assets are presented as part of Property, plant and equipment on the statement of financial position. The amount of leases expenses related to variable leases, short-term leases and low-value leases are included mainly within General Administration expenses in the income statement (refer to Note 8).

Lease liability

In millions of euro	31/12/2023	31/12/2022
Beginning Balance	**7,0**	**9,9**
New contracts	19,2	2,8
Repayments	-3,2	-3,0
Terminated contracts	-0,4	-2,6
Effect of movements in exchange rates	-0,4	-0,1
Ending Balance	**22,3**	**7,0**
Of which		
Current lease liability	**2,8**	**2,9**
Non-current lease liability	**19,4**	**4,0**

2. Amounts recognized in the statement of profit or loss

In millions of euro	31/12/2023	31/12/2022
Depreciation charge of right-of-use assets		
Land and building	**2,9**	**2,0**
Vehicles	**1,1**	**1,0**
IT	**0,1**	**0,1**
Total depreciation charge RoU	**4,0**	**3,1**
Interest expense (included in finance costs)	**1,4**	**0,5**
Expense relating to short-term leases and low value assets	**2,3**	**2,0**

3. Amounts recognized in the statement of cash flows

In millions of euro	31/12/2023	31/12/2022
Cash outflows		
Reimbursement of the principal of the lease liabilities	**3,2**	**3,0**
Interests on lease liabilities	**1,4**	**0,5**

4. Maturity analysis of the lease liability

In millions of euro	31/12/2023
Due in 2024	2,8
Due in 2025	2,2
Due in 2026	1,7
Due in 2027 or later	15,5

24. Capital commitments

The Group has capital commitments as at 31 December 2023 related to blanket purchase orders and discrete purchase orders to some suppliers in order to receive better conditions. The total amount of such commitments to suppliers for the coming years resulting from such blanket and discreet orders is 194,6 mEUR (163,9 mEUR as at 31 December 2022).

Moreover, the Group has open bonds for a total amount of 60,2 mEUR as at 31 December 2023 (62,7 mEUR as at 31 December 2022) mainly for performance bonds and advance payment bonds.

25. Contingencies

The Belgian tax authorities are performing with respect to income year 2016, 2017 and 2018 a transfer pricing audit of both ADB Safegate Belgium BV and of ADB Safegate BV. These tax audits are still in the request for information phase.

On 31 December 2023, the Group has commitments of 0,9 mEUR relating to termination benefits and exit packages of key management personnel in case of breach of contract.

26. Related parties

Parent and ultimate controlling party
The ultimate controlling parties of the company is the Carlyle Group, established under the laws of United States of America acting through its management company CEP IV Participations S.à r.l., SICAR (*Luxembourg*) and CEP IV Investment 2017 S.à r.l. (*Luxembourg*).

CEP IV Participations S.à r.l., SICAR (Luxembourg) and CEP IV Investment 2017 S.à r.l. (Luxembourg) are the majority shareholders of ADB Safegate Luxembourg 1 S.à r.l. (Luxembourg).

Other shareholders of ADB Safegate Luxembourg 1 S.à r.l. are mainly key managers of the Group.

Key management personnel compensation
Key management personnel compensation comprised:

in millions of euro	**For the year ended 31/12/2023**	**For the year ended 31/12/2022**
Short-term employee benefits	2,4	2,3
Termination benefits	0,0	0,2
Total	**2,4**	**2,5**

The amounts disclosed in the table are the amounts recognised as an expense during the reporting period related to key management personnel.
Key management personnel is made up of four Group's executives as at 31 December 2023 (2022: 4).

Transactions with non-controlling shareholders
There are no significant transactions with non-controlling shareholders.
There are no advances or loans granted to the members of the administrative or managerial body of the parent company by the parent company or by its subsidiary undertakings.
Additionally, there are no commitments or guarantees of any kind, entered into on their behalf.

27. Group entities

The following entities are fully consolidated:

Name	Country of incorporation	% Equity interest 31/12/2023	31/12/2022
ADB Safegate Australia Pty Ltd	Australia	100	100
ADB Safegate Austria GmbH	Austria	100	100
ADB Safegate BV	Belgium	100	100
ADB Safegate Belgium BV	Belgium	100	100
Safegate do Brazil Ltda	Brazil	100	100
ADB Airf. Sol. Canada Ltd	Canada	100	100
ADB Safegate Canada Inc	Canada	100	100
ADB Airfield Technologies Ltd - Beijing	China	100	100
ADB Safegate Tianjin Ltd	China	100	100
ADB Safegate (Beijing) Airport Software Systems Technologies Ltd	China	100	100
ADB Safegate (Beijing) Airfield Technology Ltd	China	100	100
ADB Safegate (Cyprus) LTD	Cyprus	100	100
ADB Safegate Denmark Asp	Denmark	100	100
ADB Safegate Airport Systems France SAS	France	100	100
ADB Safegate Germany Verwaltungs GmbH	Germany	100	100
ADB Safegate Germany GmbH	Germany	100	100
ADB Safegate Hellas ΕΠΕ	Greece	100	100
ADB Safegate Hong Kong Ltd	Hong Kong	100	100
ADBSafegate India Private Ltd	India	100	100
ADB Safegate Luxembourg 1 S.à.r.l.	Luxembourg	100	100
ADB Safegate Luxembourg 2 S.à.r.l.	Luxembourg	100	100
Combinatie Swarco ADB SG *	The Netherlands	50	50
ADB Safegate New Zealand Limited	New Zealand	100	100
ADB Safegate Doha WLL	Qatar	48	48
ADB Safegate Russia LLC	Russian Federation	100	100
ADB Safegate Saudi Limited Company	Saudi Arabia	100	100
ADB Safegate Singapore Pte Ltd	Singapore	100	100
ADB Safegate South Africa Pty Ltd	South Africa	100	100
ADB Safegate Airport Systems South Africa Ltd	South Africa	100	100
ADB Safegate Sweden AB	Sweden	100	100
ADB Safegate Gulf LLC	United Arab Emirates	100	100
ADB Safegate Airport Systems Ltd	United Kingdom	100	100
ADB Safegate Americas LLC	United States of America	100	100
ADB Safegate Americas 1 Inc	United States of America	100	100
ADB Safegate Airport Systems Americas Inc	United States of America	100	100
DBT Transportation Services LLC	United States of America	100	100
All Weather , Inc. (a Delaware company)	United States of America	100	100

*Previously known as Dynniq Nederland B.V.

The Group has equity interests in ADB Safegate Doha WLL (48%). The other shareholders are local sponsors with whom the Group has agreed that the other shareholders have no rights to variable returns from the entities, and no ability to use their powers to affect the amount of these returns. The entity is therefore fully consolidated in the consolidated financial statements of the Group.

The Group also has a 50% equity interest in Combinatie Swarco, a Dutch joint venture. The joint venture is consolidated under the equity method in the consolidated financial statements of the Group.

28. Auditor fees

Fees billed to the Company (and its subsidiaries) by Deloitte Audit s.a.r.l. and other member firms of the Deloitte network during the period are as follows:

Excluding VAT
Audit 2023: 0,8 mEUR
Audit 2022: 0,7 mEUR

Such fees are presented under "General administration expenses" in the Consolidated statement of profit or loss and other comprehensive income.

29. Subsequent events

In January 2024, the Board of Directors modified the conditions of the Long-Term Incentive Plan granted to Senior Leaders and some employees. As a result of this change, a probable obligation for the Group is created, which is expected to lead to the recognition of a provision in 2024 as well as potentially beyond 2024. This provision should be regarded as a non-adjusting event at the period-end since the obligation was not likely before the amendment to the plan.

On 12 February 2024, the Company changed its registered office from 12, rue Jean Engling, L-1466 Luxembourg to 14-16 Avenue Pasteur, L-2310 Luxembourg.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Higginbotham Insurance Agency, Inc. 11700 Katy Fwy, Suite 1100 Houston TX 77079	CONTACT NAME: Teresa Chao PHONE (A/C, No, Ext): 817-210-6769 FAX (A/C, No): 817-347-6981 E-MAIL ADDRESS: TChao@higginbotham.net
INSURED DBT Transportation Services, LLC 1500 CityWest Blvd Suite 550 Houston TX 77042 DBTTR	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : State National Insurance Company, Inc. — 12831 INSURER B : Service Lloyds Insurance Co. — 43389 INSURER C : Service American Indemnity Company — 39152 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1195969311 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
B A C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? N (Mandatory in NH) N/A If yes, describe under DESCRIPTION OF OPERATIONS below			SLICWC117818301 SLM800011404 SAICWC162601	7/29/2024 7/29/2024 7/29/2024	7/29/2025 7/29/2025 7/29/2025	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Workers Compensation policy include a blanket waiver of subrogation endorsement to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The Workers Compensation policy includes a blanket notice of cancellation to certificate holders endorsement, providing for 30 days' advance notice if the policy is canceled by the company other than for nonpayment of premium, 10 days' notice after the policy is canceled for nonpayment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or the company. The endorsement does not provide for notice of cancellation if the named insured requests cancellation.

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 02/13/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	PHONE (A/C. No. Ext): 585-476-3185	FAX (A/C. No.):
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
DBT Transportation Services, LLC All Weather, Inc. 1500 City West Boulevard Ste. 550 Houston TX 77042 USA	INSURER A: The Travelers Indemnity Co of America	25666
	INSURER B: Allianz Global Risks US Insurance Co.	35300
	INSURER C: National Union Fire Ins Co of Pittsburgh	19445
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 570110865051 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			9750804	02/01/2025	02/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $100,000 $10,000 $1,000,000 $1,000,000 Excluded
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			BA-6S147283-24-91-G	07/29/2024	07/29/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Comp./Coll Deductible	$1,000,000 $1,000
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10,000			BE025717198	02/01/2025	02/01/2026	EACH OCCURRENCE AGGREGATE	$9,000,000 $9,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	
B	Miscellaneous Liability Coverages			AGBADBSA12025US1 Aviation	02/01/2025	02/01/2026	Aggregate Occurrence Deductible	$25,000,000 $25,000,000 $521,585

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central Inc.

Holder Identifier :

Certificate No : 570110865051

©1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

STATE OF TEXAS {}

AFFIDAVIT

COUNTY OF _____ {}

Gary Roser (Type or Print Name) being first duly sworn, deposes and says: that he or she is the CFO (Type or Print Title) of DBT Transportation Services (Type or Print Name of Company/Firm), having its principal address at 1500 CityWest Blvd, Suite 550 Houston, TX 77042 (Type or Print Physical and Mailing Address),

who submits herewith to Calhoun County the attached bid/proposal; that he or she is the person whose name is signed to the attached bid/proposal; that said bid/proposal is genuine; that the same is not sham or collusive; that all statements of fact herein are true; and that such bid/proposal was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not herein named or disclosed.

Affiant further deposes and says: that the bidder/proposer has not directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interests of Calhoun County, or of any other bidder/proposer, or anyone else interested in the bid/proposal contract; and that the bidder/proposer has not in any manner sought by collusion to secure for himself/herself/itself/themselves an advantage over any other bidder/proposer.

Affiant further deposes and says: that prior to the public opening and reading of bids/proposals, said bidder/proposer:

a) did not, directly or indirectly, induce or solicit anyone else to submit a false or sham bid/proposal;

b) did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder/proposer or anyone else would submit a false or sham bid/proposal, or that anyone should refrain from submitting a bid/proposal or withdraw their bid/proposal;

c) did not, in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the bid price/proposal of said bidder/proposer or of anyone else, or to raise or fix any overhead, profit or cost element of their price/fee or of that of anyone else;

d) did not give, offer to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any official, employee or agent of Calhoun County in connection with the submitted bid/proposal; and

e) did not, directly or indirectly, submit their bid/proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative hereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent, thereof, to any individual or group of individuals, or to any official, employee or agent of Calhoun County prior to the official opening of this bid/proposal.

Affiant further deposes and says: that the bid price(s) or proposed fees contained in this bid/proposal have been carefully checked and is submitted as true and correct, agrees to furnish any and/or all items/services upon which bid prices or proposed fees are awarded and upon the conditions and requirements contained in the bid/proposal.

Signature of Affiant

Gary Roser, CFO
Printed Name and Title of Affiant

SWORN TO AND SUBSCRIBED BEFORE ME by the above Affiant, who, on oath, states that the facts contained in the above are true and correct, this 9th day of April, 2025.

NOTARIAL SEAL STATE OF OHIO Seal

JAMES HARTZELL
NOTARY PUBLIC • STATE OF OHIO
Commission No. 2016-RE-617593
My Commission Expires Nov. 16, 2026

Signature of Notary Public

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY
Date Received

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

N/A

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

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

N/A

Name of Officer

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

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

N/A

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

7 Nick Haines

Signature of vendor doing business with the governmental entity

Date

DEBARMENT & SUSPENSION

Executive Order 12549--Debarment and Suspension

Source: The provisions of Executive Order 12549 of Feb. 18, 1986, appear at 51 FR 6370, 3 CFR, 1986 Comp., p. 189, unless otherwise noted.

By the authority vested in me as President by the Constitution and laws of the United States of America, and in order to curb fraud, waste, and abuse in Federal programs, increase agency accountability, and ensure consistency among agency regulations concerning debarment and suspension of participants in Federal programs, it is hereby ordered that:

Section 1. (a) To the extent permitted by law and subject to the limitations in Section 1(c), Executive departments and agencies shall participate in a system for debarment and suspension from programs and activities involving Federal financial and nonfinancial assistance and benefits. Debarment or suspension of a participant in a program by one agency shall have government-wide effect.
(b) Activities covered by this Order include but are not limited to: grants, cooperative agreements, contracts of assistance, loans, and loan guarantees.
(c) This Order does not cover procurement programs and activities, direct Federal statutory entitlements or mandatory awards, direct awards to foreign governments or public international organizations, benefits to an individual as a personal entitlement, or Federal employment.

Sec. 2. To the extent permitted by law, Executive departments and agencies shall:
(a) Follow government-wide criteria and government-wide minimum due process procedures when they act to debar or suspend participants in affected programs.
(b) Send to the agency designated pursuant to Section 5 identifying information concerning debarred and suspended participants in affected programs, participants who have agreed to exclusion from participation, and participants declared ineligible under applicable law, including Executive Orders. This information shall be included in the list to be maintained pursuant to Section 5.
(c) Not allow a party to participate in any affected program if any Executive department or agency has debarred, suspended, or otherwise excluded (to the extent specified in the exclusion agreement) that party from participation in an affected program. An agency may grant an exception permitting a debarred, suspended, or excluded party to participate in a particular transaction upon a written determination by the agency head or authorized designee stating the reason(s) for deviating from this Presidential policy. However, I intend that exceptions to this policy should be granted only infrequently.

Sec. 3. Executive departments and agencies shall issue regulations governing their implementation of this Order that shall be consistent with the guidelines issued under Section 6. Proposed regulations shall be submitted to the Office of Management and Budget for review within four months of the date of the guidelines issued under Section 6. The Director of the Office of Management and Budget may return for reconsideration proposed regulations that the Director believes are inconsistent with the guidelines. Final regulations shall be published within twelve months of the date of the guidelines.

Sec. 4. There is hereby constituted the Interagency Committee on Debarment and Suspension, which shall monitor implementation of this Order. The Committee shall consist of representatives of agencies designated by the Director of the Office of Management and Budget.

Sec. 5. The Director of the Office of Management and Budget shall designate a Federal agency to perform the following functions: maintain a current list of all individuals and organizations excluded from program participation under this Order, periodically distribute the list to Federal agencies, and study the feasibility of automating the list; coordinate with the lead agency responsible for government-wide debarment and suspension of contractors; chair the Interagency Committee established by Section 4; and report periodically to the Director on implementation of this Order, with the first report due within two years of the date of the Order.

Sec. 6. The Director of the Office of Management and Budget is authorized to issue guidelines to Executive departments and agencies that govern which programs and activities are covered by this Order, prescribe government-wide criteria and government-wide minimum due process procedures, and set forth other related details for the effective administration of the guidelines.

Sec. 7. The Director of the Office of Management and Budget shall report to the President within three years of the date of this Order on Federal agency compliance with the Order, including the number of exceptions made under Section 2(c), and shall make recommendations as are appropriate further to curb fraud, waste, and abuse.

Implementation in the SRF Programs

A company or individual who is debarred or suspended cannot participate in primary and lower-tiered covered transactions. These transactions include SRF loans and contracts and subcontracts awarded with SRF loan funds.

Under 40 C.F.R. 32.510, the SRF agency must submit a certification stating that it shall not knowingly enter into any transaction with a person who is proposed for debarment, suspended, declared ineligible, or voluntarily excluded from participation in the SRF program. This certification is reviewed by the EPA regional office before the capitalization grant is awarded.

A recipient of SRF assistance directly made available by capitalization grants must provide a certification that it will not knowingly enter into a contract with anyone who is ineligible under the regulations to participate in the project. Contractors on the project have to provide a similar certification prior to the award of a contract and subcontractors on the project have to provide the general contractor with the certification prior to the award of any subcontract.

In addition to actions taken under 40 C.F.R. Part 32, there are a wide range of other sanctions that can render a party ineligible to participate in the SRF program. Lists of debarred, suspended and otherwise ineligible parties are maintained by the General Services Administration and should be checked by the SRF agency and all recipients of funds directly made available by capitalization grants to ensure the accuracy of certifications.

Additional References
C 40 C.F.R. Part 32: EPA Regulations on Debarment and Suspension.

CERTIFICATION REGARDING DEBARMENT & SUSPENSION AND OTHER RESPONSIBILITY MATTERS

In accordance with the Executive Order 12549, the prospective primary participant certifies to the best of his / her knowledge and belief, that its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction or records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification.

d. Have not within a three-year period preceding this application / proposal had one or more public transactions (federal, state, or local) terminated for cause of default.

e. Acknowledge that all sub-contractors selected for this project must be in compliance with paragraphs (1) (a – d) of this certification.

Gary Roser, CFO
Name and Title of Authorized Agent

4-9-2025
Date

Signature of Authorized Agent

_____ I am unable to certify to the above statements. My explanation is attached.

Certification Regarding Lobbying

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

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

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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



Signature of Contractor's Authorized Official

Gary Roser, CFO

Printed Name and Title of Contractor's Authorized Official

4-9-2025

Date

HOUSE BILL 89 VERIFICATION FORM

Certification Required by Texas Government Code Section 2270.001

The 85th Texas Legislature approved new legislation, effective September 1, 2017, which amends Texas Local Government Code Section 1, Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a government entity may not enter into a contract (which includes contracts formed through purchase orders) with a company for goods or services unless the contract contains a written verification from the company that it:

1) Does not boycott Israel; and
2) Will not boycott Israel during the term of the contract

Pursuant to Section 2270.001, Texas Government Code:

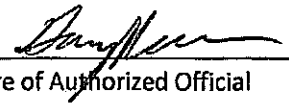
1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, (authorized official) Gary Roser, do hereby verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 and that the company named below:

1) Does not boycott Israel currently;
2) Will not boycott Israel during the term of the contract; and
3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

DBT Transportation Services
Company Name



Signature of Authorized Official

Gary Roser
Printed Name of Authorized Official

CFO
Title of Authorized Official

4-9-2025
Date

RESIDENCE CERTIFICATION

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Calhoun County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contract; pertinent provisions of §2252.001 are stated below:

Sec. 2252.001 (3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☒ I certify that DBT Transportation Services (Company Name) is a "Nonresident Bidder" of Texas as defined in Government Code §2252.001 and our principal place of business is Columbus, OH (City and State).

☐ I certify that _____ (Company Name) is a "Resident Bidder" of Texas as defined in Government Code §2252.001.

Signature of Authorized Agent

Gary Roser, CFO
Printed Name and Title of Authorized Agent

4-9-2025
Date

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

DBT TRANSPORTATION SERVICES LLC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . P

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

1500 CITYWEST BLVD, STE 550

6 City, state, and ZIP code

HOUSTON, TX 77042

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

8	1	–	2	8	6	5	6	9	9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person [signature] Date 1-2-2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

SAM.GOV®

DBT TRANSPORTATION SERVICES LLC

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
FNBZT84K2VB3	**7SD18**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Dec 27, 2025**	
Physical Address	Mailing Address	
1500 Citywest BLVD **STE 550** **Houston, Texas 77042-2355** **United States**	**1500 Citywest BLVD** **STE 550** **Houston, Texas 77042-2355** **United States**	

Business Information

Doing Business as	Division Name	Division Number
(blank)	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Texas 07	**Texas / United States**	**(blank)**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Dec 31, 2024	**Dec 27, 2024**	**Jan 3, 2017**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Apr 22, 2016	**Dec 31**

Immediate Owner

CAGE	Legal Business Name
77AZ9	**ADB SAFEGATE AMERICAS 1 INC.**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Not Selected

Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

No

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than $10,000,000?

Not Selected

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than $5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than $5,000 or reimbursement, restitution, or damages greater than $100,000, or other acknowledgment of fault?

Not Selected

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure
Other

Entity Type
Business or Organization

Organization Factors
Limited Liability Company
Manufacturer of Goods

Profit Structure
For Profit Organization

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments
No

Debt Subject To Offset
No

EFT Indicator
0000

CAGE Code
7SD18

Electronic Funds Transfer

Account Type
Checking

Routing Number
*********37**

Lock Box Number
(blank)

Financial Institution
JPMORGAN CHASE BANK, NA

Account Number
*********80**

Automated Clearing House

Phone (U.S.)
3127322061

Email
katie.walsh@jpmorgan.com

Phone (non-U.S.)
970-237-3521

Fax
(blank)

Remittance Address

DBT Transportation Services LLC
1500 City West BLVD. STE 550
Houston, Texas 77042
United States

Taxpayer Information

EIN
*******5699**

Type of Tax
Applicable Federal Tax

Taxpayer Name
DBT Transportation Services LLC

Tax Year (Most Recent Tax Year)
2023

Name/Title of Individual Executing Consent
Administrative Support Manager

TIN Consent Date
Dec 27, 2024

Address
1500 Citywest BLVD
Houston, Texas 77042

Signature
Karen Spence

Points of Contact

Accounts Receivable POC

Karen Spence, Office Manager
kspence@DBTtranserv.com

9702373521

Electronic Business

Karen Spence
kspence@DBTtranserv.com
9702373521

1500 Citywest BLVD
Houston, Texas 77042
United States

Government Business

Karen Spence
kspence@DBTtranserv.com
9702373521

1500 Citywest BLVD
Houston, Texas 77042
United States

Past Performance

Nick Haines, V.P. Americas
nick.haines@adbsafegate.com
6142644435

700 Science BLVD
Gahanna, Ohio 43230
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**811210**	**Electronic And Precision Equipment Repair And Maintenance**
	334111	**Electronic Computer Manufacturing**
	334513	**Instruments And Related Products Manufacturing For Measuring, Displaying, And Controlling Industrial Process Variables**
	541990	**All Other Professional, Scientific, And Technical Services**

Size Metrics

IGT Size Metrics

Annual Revenue (from all IGTs)
(blank)

Worldwide

Annual Receipts (in accordance with 13 CFR 121)
$18,000,000.00

Number of Employees (in accordance with 13 CFR 121)
35

Location

Annual Receipts (in accordance with 13 CFR 121)
(blank)

Number of Employees (in accordance with 13 CFR 121)
(blank)

Industry-Specific

Barrels Capacity
(blank)

Megawatt Hours
(blank)

Total Assets
(blank)

Electronic Data Interchange (EDI) Information

This entity did not enter the EDI information

Disaster Response

This entity does not appear in the disaster response registry.

18

18. Consider and take necessary action to authorize all appropriate signature on GLO contract 24-065-152-F011 in the amount of $4,700,000.00 for the Magnolia Beach Volunteer Fire Station. (DEH)

Westside Drainage District project is also included in contract.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	David Hall, Commissioner Pct 1
SECONDER:	Joel Behrens, Commissioner Pct 3
AYES:	Judge Lyssy, Commissioner Hall, Behrens, Reese

David E. Hall

Calhoun County Commissioner, Precinct #1

202 S. Ann
Port Lavaca, TX 77979

(361)552-9242
Fax (361)553-8734

Honorable Vern Lyssy
Calhoun County Judge
211 S. Ann
Port Lavaca, TX 77979

RE: AGENDA ITEM

Dear Judge Lyssy,

Please place the following item on the Commissioners' Court Agenda for April 30th, 2025.

- Consider and take necessary action to authorize all appropriate signature on GLO contract 24-065-152-F011 in the amount of $4,700,000.00 for the Magnolia Beach Volunteer Fire Station and Westside Drainage Project.

Sincerely,

David E. Hall

DEH/apt

Docusign Envelope ID: 3AC24B35-88D5-4971-93BA-5208ED557980

GLO CONTRACT NO. 24-065-152-F011
COMMUNITY DEVELOPMENT BLOCK GRANT
MITIGATION PROGRAM – REGIONAL MITIGATION PROGRAM PROJECTS
NON-RESEARCH & DEVELOPMENT
MITIGATION FUNDING

The **GENERAL LAND OFFICE** (the "GLO"), a Texas state agency, and **CALHOUN COUNTY**, Texas Identification Number (TIN) **17460019239** ("Subrecipient"), each a "Party" and collectively the "Parties," enter into this Subrecipient agreement (the "Contract") under the U.S. Department of Housing and Urban Development's Community Development Block Grant Mitigation ("CDBG-MIT") program to provide financial assistance with funds appropriated under the Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Public Law 115-123), enacted on February 9, 2018, for necessary expenses for Activities authorized under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. § 5301 et seq.) related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, mitigation, and affirmatively furthering fair housing, in accordance with Executive Order 12892, in the most impacted and distressed areas resulting from major declared disasters that occurred in 2015, 2016, or 2017 pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121 et seq.).

Through CDBG-MIT Federal Award Number B-18-DP-48-0002, awarded January 12, 2021, as may be amended from time to time, the GLO administers grant funds as Community Development Block Grants (Catalog of Federal Domestic Assistance Number 14.228, "Community Development Block Grants/State's program and Non-Entitlement Grants in Hawaii"), as approved by the Texas Land Commissioner and limited to use for facilitating recovery efforts in Presidentially-declared major disaster areas.

ARTICLE I - GENERAL PROVISIONS

1.01 SCOPE OF PROJECT AND SUBAWARD

(a) **Scope of Project**

The purpose of this Contract is to set forth the terms and conditions of Subrecipient's participation in the CDBG-MIT program. In strict conformance with the terms and conditions of this Contract, Subrecipient shall perform, or cause to be performed, the Activities defined in **Attachment A** (the "Project"). Subrecipient shall conduct the Project in strict accordance with this Contract, including all Contract Documents listed in **Section 1.02**, below, and any Amendments, Revisions, or Technical Guidance Letters issued by the GLO.

Docusign Envelope ID: 3AC24B35-88D5-4971-93BA-5208ED557980

(b) **Subaward**

Subrecipient submitted a Grant Application under the Program. The GLO enters into this Contract based on Subrecipient's approved Grant Application.

Subject to the terms and conditions of this Contract and Subrecipient's approved Grant Application, the GLO shall issue a subaward to Subrecipient in an amount not to exceed **$4,706,660.00**, payable as reimbursement of Subrecipient's allowable expenses, to be used in strict conformance with the terms of this Contract and the Performance Statement, Budget, and Benchmarks in **Attachment A**.

The GLO is not liable to Subrecipient for any costs Subrecipient incurs before the effective date of this Contract or after the expiration or termination of this Contract. The GLO, in its sole discretion, may reimburse Subrecipient for allowable costs incurred before the effective date of this Contract, in accordance with federal law.

1.02 CONTRACT DOCUMENTS

This Contract and the following Attachments, attached hereto and incorporated herein in their entirety for all purposes, shall govern this Contract:

ATTACHMENT A:	Performance Statement, Budget, and Benchmarks
ATTACHMENT B:	Federal Assurances and Certifications
ATTACHMENT C:	General Affirmations
ATTACHMENT D:	Nonexclusive List of Applicable Laws, Rules, and Regulations
ATTACHMENT E:	Special Conditions
ATTACHMENT F:	Monthly Activity Status Report
ATTACHMENT G:	GLO Information Security Appendix
ATTACHMENT H:	Contract Reporting Template

1.03 GUIDANCE DOCUMENTS

Subrecipient is deemed to have read and understood, and shall abide by, all Guidance Documents applicable to the CDBG-MIT program, including, without limitation, the following:

(a) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;

(b) the relevant Federal Register publications;

(c) the Action Plan;

(d) the Method of Distribution (as applicable);

(e) Other guidance posted at: https://recovery.texas.gov/action-plans/mitigation/index.html; and

Docusign Envelope ID: 3AC24B35-88D5-4971-93BA-5208ED557980

(f) Other guidance posted at: https://www.hudexchange.info/.

All Guidance Documents identified herein are incorporated herein in their entirety for all purposes.

1.04 DEFINITIONS

"Acquisition" means the purchase by Subrecipient of residential real property in a floodplain or Disaster Risk Reduction Area for any public purpose, as further defined in 42 U.S.C. § 5305(a)(1). Subrecipient may acquire property through the property owner's voluntary relinquishment of the property upon Subrecipient's purchase of it or through Subrecipient's eminent domain authority.

"Act" means Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. § 5301, et seq.).

"Action Plan" means the State of Texas CDBG Mitigation (CDBG-MIT) Action Plan, as amended, found at https://recovery.texas.gov/action-plans/mitigation/index.html.

"Activity" means a defined class of works or services eligible to be accomplished using CDBG-MIT funds. Activities are specified in Subrecipient's Performance Statement and Budget in **Attachment A**.

"Administrative and Audit Regulations" means all applicable statutes, regulations, and other laws governing administration or audit of this Contract, including Title 2, Part 200, of the Code of Federal Regulations and Chapters 321 and 2155 of the Texas Government Code.

"Advance Payment" means any payment issued by the GLO to Subrecipient before Subrecipient disburses awarded funds for Program purposes, as further defined at 2 C.F.R. § 200.1 and 2 C.F.R. § 200.305.

"Amendment" means a written agreement, signed by the Parties hereto, that documents alterations to the Contract other than those permitted by Technical Guidance Letters or Revisions, as herein defined.

"Application" or "Grant Application" means the information Subrecipient provided to the GLO that is the basis for the award of funding under this Contract.

"As-Built Plans" means the revised set of drawings submitted by a contractor upon completion of a project or a particular job that reflects all changes made in the specifications and working drawings during the construction process and show the exact dimensions, geometry, and location of all elements of the work completed under the project.

"Attachment" means documents, terms, conditions, or additional information physically added to this Contract following the execution page or included by reference.

"Audit Certification Form" means the form, as specified in the GLO Guidance Documents, that Subrecipient will complete and submit to the GLO annually, in accordance with **Section 4.01** of this Contract, to identify Subrecipient's fiscal year expenditures.

"AUGF" means HUD Form 7015.16, *Authority to Use Grant Funds*.

Docusign Envelope ID: 3AC24B35-88D5-4971-93BA-5208ED557980

"Benchmark" means the milestones identified in **Attachment A** that define actions and Deliverables required to be completed by Subrecipient for release of funding by the GLO throughout the life of the Contract.

"Budget" means the budget for the Activities funded by the Contract, a copy of which is included in **Attachment A.**

"Buyout" means an Acquisition of real property in a floodplain or Disaster Risk Reduction Area that Subrecipient makes with the intent to reduce risk of real and personal property damage from future flooding events. Real property purchased under a local Buyout program is subject to post-acquisition land-use restrictions, which require that any structures on the property be demolished or relocated and the land be reverted to a natural floodplain, converted into a retention area, or retained as green space for recreational purposes.

"CDBG-MIT" means the Community Development Block Grant Mitigation Program administered by the U.S. Department of Housing and Urban Development, in cooperation with the GLO.

"Certificate of Construction Completion" or "COCC" means a document to be executed by Subrecipient, Subrecipient's construction contractor, and Subrecipient's engineer for each construction project that, when fully executed, provides final performance measures for the project and indicates acceptance of the completed project.

"C.F.R." means the United States Code of Federal Regulations, the codification of the general and permanent rules and regulations (sometimes called administrative law) published in the Federal Register by the executive departments and agencies of the federal government of the United States.

"COG" means Council of Governments, a political subdivision responsible for representing member local governments, mainly cities and counties, seeking to provide cooperative planning, coordination, and technical assistance on issues of mutual concern crossing jurisdictional lines.

"Contract" means this entire document; any Attachments, both physical and incorporated by reference; and any Amendments, Revisions, or Technical Guidance Letters the GLO may issue, to be incorporated by reference herein for all purposes as they are issued.

"Contract Documents" means the documents listed in **Section 1.02.**

"Contract Period" means the period of time between the effective date of the Contract and its expiration or termination date.

"Deliverable" means a work product required to be submitted to the GLO as set forth in the Performance Statement and Benchmarks, which are included in **Attachment A.**

"Disaster Risk Reduction Area" means a clearly delineated area established by Subrecipient in which real property suffered damage from a disaster for which CDBG-MIT funding has been awarded to Subrecipient and in which the safety and well-being of area residents are at risk from future flooding events.

"DRGR" means the U.S. Department of Housing and Urban Development's Disaster Recovery and Grant Reporting System.

Docusign Envelope ID: 3AC24B35-88D5-4971-93BA-5208ED557980

"Environmental Review Record" or "ERR" means the cumulative documentation required for each Activity or project to certify whether or not the Activity or project was found to have significant impacts on the environment and certify that, in order to reach said conclusion, the required environmental review process was completed in accordance with HUD's environmental regulations.

"Equipment" means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost that equals or exceeds the lesser of the capitalization level established by Subrecipient for financial statement purposes or $10,000, as defined at 2 C.F.R. § 200.1.

"Event of Default" means the occurrence of any of the events set forth in **Section 3.03**, herein.

"Federal Assurances" means Standard Form 424B (for non-construction projects) or Standard Form 424D (for construction projects), as applicable, in **Attachment B,** attached hereto and incorporated herein for all purposes.

"Federal Certifications" means the document titled "Certification Regarding Lobbying – Compliant with Appendix A to 24 C.F.R. Part 87" and Standard Form LLL, "Disclosure of Lobbying Activities," also in **Attachment B**, attached hereto and incorporated herein for all purposes.

"Federal Register" means the official journal of the federal government of the United States that contains government agency rules, proposed rules, and public notices, including U.S. Department of Housing and Urban Development's Federal Register Notice 84 Fed. Reg. 45838 (August 30, 2019) and any other publication affecting CDBG-MIT allocations funding this Contract.

"Fiscal Year" means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

"FWCR" means Final Wage Compliance Report, a report Subrecipient will prepare at the completion of each federally funded project to certify that all workers on the project have been paid contract-specified prevailing wages and that any restitution owed to workers has been paid.

"GAAP" means "generally accepted accounting principles."

"GASB" means accounting principles as defined by the Governmental Accounting Standards Board.

"General Affirmations" means the affirmations in **Attachment C**, which Subrecipient certifies by signing this Contract.

"GLO" means the Texas General Land Office and its officers, employees, and designees, acting in their official capacities.

"GLO Implementation Manual" means the manual created by the GLO for subrecipients of CDBG-MIT grant allocations to provide guidance and training on the policies and procedures required so that subrecipients can effectively implement CDBG-MIT programs and timely spend grant funds.

Docusign Envelope ID: 3AC24B35-88D5-4971-93BA-5208ED557980

"Grant Completion Report" or "GCR" means a report containing an as-built accounting of all Activities completed under the Project and all information required for final acceptance of Deliverables and Contract closeout.

"Grant Manager" means the authorized representative of the GLO responsible for the day-to-day management of the Project and the direction of staff and independent contractors in the performance of work relating thereto.

"Guidance Documents" means the documents referenced in **Section 1.03**.

"HUD" means the United States Department of Housing and Urban Development.

"Implementation Schedule" means the schedule that establishes the Project milestones Subrecipient will utilize to ensure timely expenditures and Project completion.

"Infrastructure" means a project involving the creation of, repairs to, or replacement of public-works facilities and systems, including roads, bridges, dams, water and sewer systems, railways, subways, airports, and harbors. The term "Infrastructure" may also include a Planning Study project that relates to or affects Infrastructure facilities or systems.

"Intellectual Property" means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and worldwide registration of such, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, other intangible proprietary information, and all federal, state, or international registrations or applications for any of the foregoing.

"Low- and Moderate-Income" or "LMI" means a family or individual household whose annual income does not exceed eighty percent (80%) of the median family income or such other income limits as determined by HUD. This definition includes Very-Low-, Low-, and Moderate-Income households.

"LMISD" means low-and moderate-income summary data as published by HUD which assists CDBG-MIT grantees in determining whether or not a CDBG-funded activity qualifies as a LMA activity.

"Method of Distribution" or "MOD" means a document developed for a specific region that outlines the distribution of CDBG-MIT funding to counties, cities, and local government entities in the region.

"MID" means "most impacted and distressed," referencing a geographical area identified by the State of Texas or HUD as an area that sustained significant damage from a major disaster.

"Monthly Activity Status Report" means a monthly Project Benchmark status report, as required under **Section 4.02,** for which a template is included as **Attachment F** of this Contract.

"NTP" means "notice to proceed," a written authorization from the GLO to Subrecipient that allows Subrecipient to commence the work described in the NTP.

"Performance Statement" means the statement of work for the Project in **Attachment A,** which includes specific Benchmarks and Activities, provides specific Project details and location(s), and lists Project beneficiaries.

Docusign Envelope ID: 3AC24B35-88D5-4971-93BA-5208ED557980

"Planning" means an Activity performed to assist in determining community disaster recovery needs such as urban environmental design, flood control, drainage improvements, surge protection, or other recovery responses. Planning services cannot include engineering design.

"Program" means the CDBG-MIT program, administered by HUD and the GLO.

"Project" means the work to be performed under this Contract, as described in **Section 1.01(a)** and **Attachment A.**

"Public Information Act" or "PIA" means Chapter 552 of the Texas Government Code.

"Regional Mitigation Program" means the CDBG-MIT program implemented by the GLO under which COGs develop and implement Methods of Distribution allocating CDBG-MIT funds to local entities to reduce future impacts from major disasters in the region, as outlined in the Action Plan.

"Revision" means the GLO's written approval of changes to Deliverable due dates, movement of funds among budget categories, and other Contract adjustments the GLO may approve without a formal Amendment.

"Start-Up Documentation" means the documents identified in Section 2.8.1 of the GLO Implementation Manual that must be completed and/or submitted to the GLO as specified in **Section 4.01**, below, before the GLO may reimburse Subrecipient for any invoiced expenses.

"Subrecipient" means Calhoun County, a recipient of federal CDBG-MIT funds through the GLO as the pass-through funding agency.

"Technical Guidance Letter" or "TGL" means an instruction, clarification, or interpretation of the requirements of this Contract or the CDBG-MIT Program that is issued by the GLO and provided to Subrecipient, applicable to specific subject matters pertaining to this Contract, and to which Subrecipient shall be subject as of a specific date.

"Texas Integrated Grant Reporting System" or "TIGR" means the GLO system of record for documenting and reporting the use of grant funding.

"U.S.C." means the United States Code.

1.05 INTERPRETIVE PROVISIONS

(a) The meaning of a defined term applies to its singular and plural forms.

(b) The words "hereof," "herein," "hereunder," and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.

(c) The term "including" means "including, without limitation."

(d) Unless otherwise expressly provided, a reference to a contract includes subsequent amendments and other modifications thereto that were executed according to the contract's terms and a reference to a statute, regulation, ordinance, or other law includes subsequent amendments, renumbering, recodification, and other modifications thereto made by the enacting authority.

Docusign Envelope ID: 3AC24B35-88D5-4971-93BA-5208ED557980

(e) The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract.

(f) The limitations, regulations, and policies contained herein are cumulative and each must be performed in accordance with its terms without regard to other limitations, regulations, and policies affecting the same matter.

(g) Unless otherwise expressly provided, reference to any GLO action by way of consent, approval, or waiver is deemed modified by the phrase "in its sole discretion." Notwithstanding the preceding, the GLO shall not unreasonably withhold or delay any consent, approval, or waiver required or requested of it.

(h) All due dates and/or deadlines referenced in this Contract that occur on a weekend or holiday shall be considered as if occurring on the next business day.

(i) All time periods in this Contract shall commence on the day after the date on which the applicable event occurred, report is submitted, or request is received.

(j) Time is of the essence in this Contract.

(k) In the event of conflicts or inconsistencies between this Contract, its Attachments, federal and state requirements, and any documents incorporated herein by reference, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: all applicable laws, rules, and regulations, including, but not limited to, those included in **Attachment D**; the Contract; **Attachment A**; **Attachment E**; **Attachment B**; **Attachment C**; **Attachment F**; **Attachment G**; **Attachment H**; applicable Guidance Documents; and the GLO Implementation Manual. Conflicts or inconsistencies between GLO Implementation Manual and this Contract; any laws, rules, or regulations; or any of the Guidance Documents should be reported to the GLO for clarification of the GLO Implementation Manual.

ARTICLE II – REIMBURSEMENT, ADVANCE PAYMENT, AND INCOME

2.01 REIMBURSEMENT REQUESTS

Each invoice submitted by Subrecipient shall be supported by actual receipts, cancelled checks, and/or such other documentation that, in the judgment of the GLO, allows for full substantiation of the costs incurred. Requests for payment must be submitted via the GLO's Texas Integrated Grant Reporting (TIGR) system of record or as otherwise specified in a Technical Guidance Letter issued under this Contract.

Subrecipient will be paid in accordance with the Contract Budget and the Benchmarks described in **Attachment A**. Failure by Subrecipient to perform any action or submit any Deliverable as described in **Attachment A** could result in the GLO placing a hold on further Subrecipient draws, conducting an official monitoring risk assessment, or requiring repayment, in part or in full, by Subrecipient of drawn funds in addition to other remedies provided to the GLO under this Contract.

A draw request for an Advance Payment must be supported with documentation clearly demonstrating that the Advance Payment is required by Subrecipient in order for Subrecipient to continue carrying out the purpose of the Project.

2.02 TIMELY EXPENDITURES

In accordance with the Federal Register and to ensure timely expenditure of grant funds, Subrecipient shall submit reimbursement requests under this Contract, at a minimum, quarterly.

THE GLO MUST RECEIVE A REIMBURSEMENT REQUEST FOR AN INCURRED EXPENSE NOT LATER THAN ONE HUNDRED TWENTY (120) DAYS FROM THE DATE SUBRECIPIENT OR ANY OF ITS SUBCONTRACTORS INCUR THE EXPENSE. THE GLO MAY, IN ITS SOLE DISCRETION, DENY REIMBURSEMENT REQUESTS THAT DO NOT MEET THIS REQUIREMENT, ISSUE DELINQUENCY NOTICES, WITHHOLD CAPACITY POINTS ON FUTURE FUNDING COMPETITIONS, IMPOSE A MONITORING REVIEW OF SUBRECIPIENT'S ACTIVITIES, OR IMPLEMENT OTHER CORRECTIVE ACTIONS.

Unless otherwise instructed in this Section, Subrecipient shall submit final reimbursement requests to the GLO prior to Contract expiration or within thirty (30) days after the date of Contract termination. The GLO, in its sole discretion, may deny payment and de-obligate remaining funds from the Contract upon expiration or termination of the Contract. The GLO's ability to de-obligate funds under this **Section 2.02** notwithstanding, the GLO shall pay all eligible reimbursement requests that are timely submitted.

2.03 PROGRAM INCOME

In accordance with 24 C.F.R. § 570.489(e), Subrecipient shall maintain records of the receipt and accrual of all program income, as "program income" is defined in that section. Subrecipient shall report program income to the GLO in accordance with **Article IV** of this Contract. Subrecipient shall return all program income to the GLO at least quarterly unless otherwise authorized by the GLO in writing. Any GLO-authorized use of Program Income by Subrecipient shall be subject to GLO, HUD, and statutory restrictions and requirements.

ARTICLE III - DURATION, EXTENSION, AND TERMINATION OF CONTRACT

3.01 DURATION OF CONTRACT AND EXTENSION OF TERM

This Contract shall become effective on the date on which it is signed by the last Party and shall terminate on **February 28, 2029**, or upon the completion of all Benchmarks listed in **Attachment A** and required closeout procedures, whichever occurs first. **Subrecipient must meet all Project Benchmarks identified in Attachment A. Subrecipient's failure to meet any Benchmark may result in suspension of payment or termination under Sections 3.02, 3.03, or 3.04, below.**

Upon receipt of a written request and acceptable justification from Subrecipient, the GLO, at its discretion, may agree to amend this Contract to extend the Contract Period two (2) times for a period of up to one (1) year each. **ANY REQUEST FOR EXTENSION MUST BE RECEIVED BY THE GLO AT LEAST SIXTY (60) DAYS BEFORE THE ORIGINAL TERMINATION DATE OF THIS CONTRACT AND, IF APPROVED, SUCH EXTENSION SHALL BE DOCUMENTED IN A WRITTEN AMENDMENT.**

Docusign Envelope ID: 3AC24B35-88D5-4971-93BA-5208ED557980

3.02 EARLY TERMINATION

The GLO may terminate this Contract by giving written notice specifying a termination date at least thirty (30) days after the date of the notice. Upon receipt of such notice, Subrecipient shall cease work, terminate any subcontracts, and incur no further expense related to this Contract. Such early termination shall be subject to the equitable settlement of the respective interests of the Parties, accrued up to the date of termination.

3.03 EVENTS OF DEFAULT

Each of the following events shall constitute an Event of Default under this Contract: (a) Subrecipient fails to comply with any term, covenant, or provision contained in this Contract; (b) Subrecipient makes a general assignment for the benefit of creditors or takes any similar action for the protection or benefit of creditors; or (c) Subrecipient makes a materially incorrect representation or warranty in a Performance Statement, a reimbursement request for payment, or any report submitted to the GLO under the Contract. Prior to a determination of an Event of Default, the GLO shall allow a thirty (30) day period to cure any deficiency or potential cause of an Event of Default. The GLO may extend the time allowed to cure any deficiency or potential cause of an Event of Default. The GLO shall not arbitrarily withhold approval of an extension of the time allowed to cure a deficiency or potential cause of an Event of Default. In no event shall the amount of time allowed to cure a deficiency or potential cause of an Event of Default extend beyond the Contract Period.

3.04 REMEDIES; NO WAIVER

Upon the occurrence of any Event of Default, the GLO may avail itself of any equitable or legal remedy available to it, including without limitation, withholding payment, disallowing all or part of noncompliant Activities, or suspending or terminating the Contract.

The Parties' rights or remedies under this Contract are not intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Contract, or hereafter legally existing, upon the occurrence of an Event of Default. The GLO's failure to insist upon the strict observance or performance of any of the provisions of this Contract or to exercise any right or remedy provided in this Contract shall not impair, waive, or relinquish any such right or remedy with respect to another Event of Default.

3.05 REVERSION OF ASSETS

Upon expiration or termination of the Contract and subject to this Article:

(a) If applicable, Subrecipient shall transfer to the GLO any CDBG-MIT funds Subrecipient has in its possession at the time of expiration or termination that are not attributable to work performed on the Project and any accounts receivable attributable to the use of CDBG-MIT funds awarded under this Contract; and

(b) If applicable, real property under Subrecipient's control that was acquired or improved, in whole or in part, with funds in excess of $25,000 under this Contract shall be used to meet one of the CDBG-MIT National Objectives pursuant to 24

C.F.R. § 570.208, as identified in the Action Plan, until five (5) years after the expiration of this Contract or such longer period of time as the GLO deems appropriate. If Subrecipient fails to use the CDBG-MIT funded real property in a manner that meets a CDBG-MIT National Objective for the prescribed period of time, Subrecipient shall pay the GLO an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG-MIT funds for acquisition of, or improvement to, the property. Subrecipient may retain real property acquired or improved under this Contract after the expiration of the five-year period or such longer period of time as the GLO deems appropriate.

ARTICLE IV - CONTRACT ADMINISTRATION

4.01 SUBMISSIONS – GENERALLY

Except for legal notices that must be sent by specific instructions pursuant to **Section 8.12** of the Contract, any report, form, document, or request required to be submitted to the GLO under this Contract shall be sent in the format prescribed by the GLO.

If Subrecipient fails to submit to the GLO any required Program documentation in a timely and satisfactory manner as required under this Contract, the GLO, in its sole discretion, may issue a delinquency notification and withhold any payments, pending Subrecipient's correction of the deficiency.

(a) **Start-Up Documentation**

Not later than the close of business sixty (60) calendar days after the effective date of this Contract, Subrecipient must submit its Start-Up Documentation to the GLO.

(b) **Audit Certification Form**

Not later than the close of business sixty (60) calendar days after the end of Subrecipient's fiscal year for each year during the Contract term, Subrecipient must submit a completed Audit Certification Form to the GLO.

(c) **Other Forms**

In conformance with required state and federal laws applicable to the Contract:

(i) Subrecipient certifies, by the execution of this Contract, all applicable statements in **Attachment C,** General Affirmations;

(ii) Subrecipient must execute Standard Form 424D, Federal Assurances for Construction Programs, found at Page 1 of **Attachment B**;

(iii) Subrecipient must execute the "Certification Regarding Lobbying Compliant with Appendix A to 24 C.F.R. Part 87," found at Page 3 of **Attachment B**; and

(iv) If any funds granted under this Contract have been used for lobbying purposes, Subrecipient must complete and execute Standard Form LLL, "Disclosure of Lobbying Activities," found at Page 4 of **Attachment B**.

Docusign Envelope ID: 3AC24B35-88D5-4971-93BA-5208ED557980

4.02 MONTHLY ACTIVITY STATUS REPORTS

Subrecipient must provide monthly Activity status reporting, in the format prescribed in **Attachment F** (Monthly Activity Status Report) or as otherwise instructed by the GLO Grant Manager, for each individual Activity identified in **Attachment A**. The Monthly Activity Status Report is due on the fifth day of the month following the month in which the reported Activities were performed for the duration of the Contract. Subrecipient shall submit the Monthly Activity Status Reports to the GLO through the TIGR system as prescribed in **Attachment F** or as specified by the GLO Grant Manager.

4.03 HUD CONTRACT REPORTING REQUIREMENT

HUD requires the GLO to maintain a public website that accounts for the use and administration of all GLO-administered CDBG-MIT grant funds. To assist the GLO in meeting this requirement, Subrecipient must prepare and submit monthly to the GLO a written summary of all contracts procured by Subrecipient using grant funds awarded under this Contract. Subrecipient shall only report contracts as defined in 2 C.F.R. § 200.1. Subrecipient must use the template in **Attachment H** to prepare the monthly reports. On or before the fifth day of each month during the Contract Period, reports summarizing required information for the preceding month shall be submitted through the TIGR system as prescribed in **Attachment H** or as specified by the GLO Grant Manager. Additional information about this reporting requirement is available in published HUD guidance and Federal Register publications governing the CDBG-MIT funding allocation.

4.04 SECTION 3 REPORTING REQUIREMENTS

In accordance with 24 C.F.R. § 75.25, Subrecipient is required to submit to the GLO quarterly reports documenting actions taken to comply with the employment, training, and contracting requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. § 1701u), the results of such actions taken, and impediments encountered (if any) to such actions. Subrecipient should maintain records of job vacancies, solicitations of bids or proposals, selection materials and contracting documents (including scopes of work and contract amounts), in accordance with procurement laws and regulations. Records should demonstrate Subrecipient's efforts to achieve the Section 3 numerical goals.

Section 3 quarterly reports are due on the 10th of the month following the quarter's close. The schedule is as follows:

Quarter 1 (Sept-Nov): Due **December 10th**
Quarter 2 (Dec-Feb): Due **March 10th**
Quarter 3 (Mar-May): Due **June 10th**
Quarter 4 (Jun-Aug): Due **September 10th**

Subrecipient is also required to submit an annual report, due on **September 30** of each year during the Contract Period. Forms for the Section 3 quarterly and annual reports may be found at s3-section-3-quarterly-report.xlsx (live.com) and s7-section-3-annual-summary-report.xlsx (live.com). Subrecipient must submit completed forms to the GLO through the TIGR system, as instructed by the GLO Grant Manager.

If Subrecipient conducts no hiring or contracting efforts during a quarter, Subrecipient must report zeros in the quarterly report fields for such and add a note in the "other efforts, see remarks below" field that states that fact.

Subrecipient is not required to develop and implement a Section 3 Plan and assign a Section 3 Coordinator, but these actions are considered best practices.

ARTICLE V - FEDERAL AND STATE FUNDING, RECAPTURE OF FUNDS, AND OVERPAYMENT

5.01 FEDERAL FUNDING

(a) Funding for this Contract is appropriated by the Congress of the United States under the act(s) listed in the table below and allocated to the State of Texas by HUD in accordance with Executive Order 12892, to fund disaster relief and recovery efforts in presidentially declared major disaster areas, as defined in Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121 *et seq.*).

Congressional Act	Federal Award Identification Number (FAIN)
Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Public Law 115-123), enacted February 9, 2018, for necessary expenses for activities authorized under title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 *et seq.*) related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, and mitigation in the most impacted and distressed areas resulting from a major declared disaster that occurred in 2015, 2016, or 2017	B-18-DP-48-0002

The fulfillment of this Contract is based on those funds being made available under Catalog of Federal Domestic Assistance (CFDA) No. 14.228 to the GLO as the lead administrative state agency. All expenditures under this Contract must be made in accordance with this Contract, the rules and regulations promulgated under the CDBG-MIT Program, and any other applicable laws. Further, Subrecipient acknowledges that all funds are subject to recapture and repayment for noncompliance.

(b) **Subrecipient must have an assigned Unique Entity Identifier (UEID). Subrecipient must report its UEID to the GLO for use in various reporting documents.** A UEID may be obtained by visiting the System for Award Management website at https://www.sam.gov. **Subrecipient is responsible for renewing its registration with the System for Award Management annually and maintaining an active registration status throughout the Contract Period.**

5.02 STATE FUNDING

(a) This Contract shall not be construed as creating any debt on behalf of the State of Texas or the GLO in violation of Article III, Section 49, of the Texas

Constitution. The GLO's obligations hereunder are subject to the availability of state funds. If adequate funds are not appropriated or become unavailable, the GLO may terminate this Contract. In that event, the Parties shall be discharged from further obligations, subject to the equitable settlement of their interests accrued up to the date of termination.

(b) Any claim by Subrecipient for damages under this Contract may not exceed the amount of payment due and owing Subrecipient or the amount of funds appropriated for payment but not yet paid to Subrecipient under this Contract. Nothing in this provision shall be construed as a waiver of the GLO's sovereign immunity.

5.03 RECAPTURE OF FUNDS

Subrecipient shall conduct, in a satisfactory manner as determined by the GLO, the Activities as set forth in the Contract. The discretionary right of the GLO to terminate for convenience under **Section 3.02** notwithstanding, the GLO may terminate the Contract and recapture, and be reimbursed by Subrecipient for, any payments made by the GLO (a) that exceed the maximum allowable HUD rate; (b) that are not allowed under applicable laws, rules, and regulations; or (c) that are otherwise inconsistent with this Contract, including any unapproved expenditures. **This recapture provision applies to any funds expended for the Project or any Activity that does not meet a CDBG-MIT Program National Objective as specified in the Performance Statement in Attachment A or that is not otherwise eligible under CDBG-MIT regulations.**

5.04 OVERPAYMENT AND DISALLOWED COSTS

Subrecipient shall be liable to the GLO for any costs disallowed pursuant to financial and/or compliance audit(s) of funds Subrecipient received under this Contract. Subrecipient shall reimburse the GLO for such disallowed costs from funds that were not provided or otherwise made available to Subrecipient under this Contract. Subrecipient must refund disallowed costs and overpayments of funds received under this Contract to the GLO within 30 days after the GLO issues notice of overpayment to Subrecipient.

5.05 FINAL BENCHMARK

(a) **Construction Activities**

To ensure full performance of each construction Activity and the Project, the GLO will set aside an amount equal to five percent (5%) of Subrecipient's construction budget per Activity until completion and acceptance by the GLO of all actions and Deliverables for the Activity, as identified in **Attachment A**.

The GLO shall make the final disbursement to Subrecipient only upon the GLO's receipt and acceptance of the Deliverables identified in **Attachment A** as required for the completion of construction phase.

If Subrecipient has multiple construction subcontracts, an amount equal to five percent (5%) of Subrecipient's construction budget per construction subcontract shall be withheld by the GLO until completion and acceptance by the GLO of all actions and Deliverables identified in **Attachment A** for the particular project.

Separate Deliverables are required per construction subcontract, and associated costs are pro-rated in accordance with budget details in the final GLO-approved Application. If a project includes more than one Environmental Review Record, associated costs are pro-rated in accordance with budget details in the final GLO-approved Application.

(b) **Project Delivery – Grant Administration**

To ensure full performance of this Contract, the GLO will set aside an amount equal to five percent (5%) of Subrecipient's project delivery – grant administration budget until completion and acceptance by the GLO of all actions and Deliverables identified in **Attachment A**.

ARTICLE VI - INTELLECTUAL PROPERTY

6.01 OWNERSHIP AND USE

(a) The Parties shall jointly own all right, title, and interest in and to all reports, drafts of reports, or other material, data, drawings, computer programs and codes associated with this Contract, and/or any copyright or other intellectual property rights, and any material or information developed and/or required to be delivered under this Contract, with each Party having the right to use, reproduce, or publish any or all of such information and other materials without obtaining permission from the other Party, subject to any other restrictions on publication outlined in this Contract, and without expense or charge.

(b) Subrecipient grants the GLO and HUD a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for U.S. Government purposes, all reports, drafts of reports, or other material, data, drawings, computer programs, and codes associated with this Contract, and/or any copyright or other intellectual property rights, and any material or information developed and/or required to be delivered under this Contract.

6.02 NON-ENDORSEMENT BY STATE AND THE UNITED STATES

Subrecipient shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still or motion pictures, articles, manuscripts, or other publications) that states or implies the GLO, the State of Texas, U.S. Government, or any government employee, endorses a product, service, or position Subrecipient represents. Subrecipient may not release information relating to this Contract or state or imply that the GLO, the State of Texas, or the U.S. Government approves of Subrecipient's work products or considers Subrecipient's work product to be superior to other products or services.

6.03 DISCLAIMER REQUIRED

On all public information releases issued pursuant to this Contract, Subrecipient shall include a disclaimer stating that the funds for this Project are provided by Subrecipient and the Texas General Land Office through HUD's CDBG-MIT Program.

Docusign Envelope ID: 3AC24B35-88D5-4971-93BA-5208ED557980

ARTICLE VII - RECORDS, AUDIT, AND RETENTION

7.01 BOOKS AND RECORDS

Subrecipient shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary for fully disclosing to the GLO, the Texas State Auditor's Office, the United States Government, and/or their authorized representatives sufficient information to determine Subrecipient's compliance with this Contract and all applicable laws, statutes, rules, and regulations, including the applicable laws and regulations provided in **Attachment D** and **Attachment E**.

7.02 INSPECTION AND AUDIT

(a) All records related to this Contract, including records of Subrecipient and its subcontractors, shall be subject to the Administrative and Audit Regulations. Accordingly, such records and work product shall be subject, at any time, to inspection, examination, audit, and copying at Subrecipient's primary location or any location where such records and work product may be found, with or without notice from the GLO or other government entity with necessary legal authority. Subrecipient shall cooperate fully with any federal or state entity in the conduct of inspection, examination, audit, and copying, including providing all information requested. Subrecipient will ensure that this clause concerning federal and state entities' authority to inspect, examine, audit, and copy records and work product, and the requirement to fully cooperate with the federal and state entities, is included in any subcontract it awards.

(b) The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. Acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. **The Office of the Comptroller General of the United States, the Government Accountability Office, the Office of Inspector General, or any authorized representative of the U.S. Government shall also have this right of inspection.** Subrecipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.

(c) Subrecipient will be deemed to have read and know of all applicable federal, state, and local laws, regulations, and rules pertaining to the Project, including those identified in **Attachment D**, governing audit requirements.

(d) At any time, the GLO may perform, or instruct a for-profit Subrecipient to perform, an annual Program-specific, fiscal, special, or targeted audit of any aspect of Subrecipient's operation. Subrecipient shall maintain financial and other

Docusign Envelope ID: 3AC24B35-88D5-4971-93BA-5208ED557980

records prescribed by the GLO or by applicable federal or state laws, rules, and regulations.

7.03 PERIOD OF RETENTION

In accordance with federal regulations, all records relevant to this Contract shall be retained for a period of three (3) years subsequent to the final closeout of the overall State of Texas CDBG-MIT grant, in accordance with federal regulations. **The GLO will notify all Program participants of the date upon which local records may be destroyed.**

ARTICLE VIII - MISCELLANEOUS PROVISIONS

8.01 LEGAL OBLIGATIONS

For the duration of this Contract, Subrecipient shall procure and maintain any license, authorization, insurance, waiver, permit, qualification, or certification required by federal, state, county, or city statute, ordinance, law, or regulation to be held by Subrecipient to provide the goods or services required by this Contract. Subrecipient shall pay all costs associated with all taxes, assessments, fees, premiums, permits, and licenses required by law. Subrecipient shall pay any such government obligations not paid by its subcontractors during performance of this Contract. Subrecipient shall maintain copies of such licenses and permits as a part of its local records in accordance with **Section 7.01** of this Contract or as otherwise specifically directed by the GLO. **Subrecipient shall provide Monthly Activity Status Reports via the GLO system of record in accordance with Section 4.02 of this Contract.**

8.02 INDEMNITY

As required under the Constitution and laws of the State of Texas, each Party understands that it is solely liable for any liability resulting from its acts or omissions. No act or omission of a Party shall be imputed to the other Party. Neither Party shall indemnify or defend the other Party.

8.03 INSURANCE AND BOND REQUIREMENTS

(a) Unless Subrecipient is authorized by Chapter 2259 of the Texas Government Code to self-insure, Subrecipient shall carry insurance for the duration of this Contract in types and amounts necessary and appropriate for the Project.

(b) Subrecipient shall require all contractors, subcontractors, vendors, service providers, or any other person or entity performing work described in **Attachment A** to carry insurance for the duration of the Project in the types and amounts customarily carried by a person or entity providing such goods or services. Subrecipient shall require any person or entity required to obtain insurance under this section to complete and file the declaration pages from the insurance policies with Subrecipient whenever a previously identified policy period expires during the term of Subrecipient's contract with the person or entity, as proof of continuing coverage. Subrecipient's contract with any such person or entity shall clearly state that acceptance of the insurance policy declaration pages by Subrecipient shall not relieve or decrease the liability of the person or entity.

Persons or entities shall be required to update all expired policies before Subrecipient's acceptance of an invoice for monthly payment from such parties.

(c) Subrecipient shall require performance and payment bonds to the extent they are required under Chapter 2253 of the Texas Government Code.

(d) **Subrecipient shall require any person or entity performing work on any construction Activity under the Contract to complete form SF-424D, entitled "Assurances – Construction Programs," and Subrecipient shall maintain such documentation.**

8.04 ASSIGNMENT AND SUBCONTRACTS

Subrecipient must not assign, transfer, or delegate any rights, obligations, or duties under this Contract without the GLO's prior written consent. Any attempted assignment, transfer, or delegation in violation of this provision is void and without effect. Notwithstanding this provision, it is mutually understood and agreed that Subrecipient may subcontract with others for some or all of the services to be performed under this Contract. In any approved subcontracts, Subrecipient must legally bind the subcontractor to perform and make such subcontractor subject to all the duties, requirements, and obligations of Subrecipient as specified in this Contract. Nothing in this Contract shall be construed to relieve Subrecipient of the responsibility for ensuring that the goods delivered and/or the services rendered by Subrecipient and/or any of its subcontractors comply with all the terms and provisions of this Contract.

For subcontracts to which Federal Labor Standards requirements apply, Subrecipient shall submit to the GLO all documentation required to ensure compliance. Subrecipient shall retain five percent (5%) of the payment due under each of Subrecipient's construction or rehabilitation subcontracts until the GLO determines that the Federal Labor Standards requirements applicable to each such subcontract have been satisfied.

8.05 PROCUREMENT

Subrecipient must comply with the procurement procedures stated at 2 C.F.R. §§ 200.318 through 200.327 and all other applicable federal, state, and local procurement procedures and laws, regulations, and rules. Failure to comply with 2 C.F.R. §§ 200.318 through 200.327 and all other applicable federal, state, and local procurement procedures and laws, regulations, and rules could result in recapture of funds. Subrecipient must confirm that its vendors and subcontractors are not debarred from receiving state or federal funds at each of the following web addresses:

(a) the Texas Comptroller's Vendor Performance Program at https://comptroller.texas.gov/purchasing/; and

(b) the U.S. General Services Administration's System for Award Management at https://www.sam.gov/.

Docusign Envelope ID: 3AC24B35-88D5-4971-93BA-5208ED557980

8.06 CHILD SUPPORT OBLIGATION

Subrecipient represents and warrants that it will include the following clause in the award and contract documents for every subaward and subcontract and will require subawardees and subcontractors to certify accordingly: "Under Section 231.006 of the Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application."

8.07 SUBAWARD AND SUBCONTRACT MONITORING

Subrecipient represents and warrants that it will monitor the activities of any subawardee as necessary to ensure that the subaward is used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the subaward, and that subaward performance goals are achieved. Subrecipient represents and warrants that it will monitor the activities of any subcontractor as necessary to ensure that subcontract funds are used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the subcontract, and that subcontract performance goals are achieved.

8.08 EQUIPMENT AND COMPUTER SOFTWARE

Any purchase of Equipment or computer software made pursuant to this Contract shall be made in accordance with all applicable laws, regulations, and rules, including those defined in 2 C.F.R. § 200.313.

In accordance with 24 C.F.R. § 570.502(a), if Equipment is acquired, in whole or in part, with funds under this Contract and is then sold, the proceeds shall be considered program income, as defined in **Section 2.03** above. Equipment not needed by Subrecipient for Activities under this Contract shall be (a) transferred to the GLO for the CDBG-MIT Program or (b) retained by Subrecipient after compensating the GLO an amount equal to the current fair market value of the Equipment less the percentage of non-CDBG-MIT funds used to acquire the Equipment.

8.09 COMMUNICATION WITH THIRD PARTIES

The GLO and the authorities named in **Article VII**, above, may initiate communications with any subcontractor of Subrecipient, and may request access to any books, documents, personnel, papers, and records of a subcontractor which are pertinent to this Contract. Such communications may be required to conduct audits, examinations, Davis-Bacon Labor Standards interviews, and gather additional information as provided in **Article VII** herein.

Docusign Envelope ID: 3AC24B35-88D5-4971-93BA-5208ED557980

8.10 RELATIONSHIP OF THE PARTIES

Subrecipient is associated with the GLO only for the purposes and to the extent specified in this Contract. Subrecipient is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract creates a partnership or joint venture, an employer-employee or principal-agent relationship, or any liability whatsoever with respect to the indebtedness, liabilities, or obligations of Subrecipient or any other party. Subrecipient shall be solely responsible for, and the GLO shall have no obligation with respect to, the following: the withholding of income taxes, FICA, or any other taxes or fees; industrial or workers' compensation insurance coverage; participation in any group insurance plans available to employees of the State of Texas; participation or contributions by the State of Texas to the State Employees Retirement System; accumulation of vacation leave or sick leave; or unemployment compensation coverage provided by the State of Texas.

8.11 COMPLIANCE WITH OTHER LAWS

In the performance of this Contract, Subrecipient must comply, and must ensure the compliance of its subawardees and contracts, with all applicable federal, state, and local laws, statutes, ordinances, and regulations, including those listed in **Attachments B, C, D**, and **E**, and policies in effect or hereafter established. Subrecipient is deemed to know of and understand all applicable laws, statutes, ordinances, and regulations affecting its performance under this Contract. In addition, Subrecipient represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. In instances where multiple requirements apply to Subrecipient, the more restrictive requirement applies.

8.12 NOTICES

Any notices required under this Contract shall be deemed delivered when deposited either in the United States mail (certified, postage paid, return receipt requested) or with a common carrier (overnight, signature required) to the appropriate address below.

GLO
Texas General Land Office
1700 North Congress Avenue, 7th Floor
Austin, Texas 78701
Attention: Contract Management Department

Subrecipient
Calhoun County
211 South Ann Street, Suite 301
Port Lavaca, Texas 77979
Attention: Vern Lyssy

Notice given in any other manner shall be deemed effective only if and when received by the Party to be notified. Either Party may change its address for notice by written notice to the other Party sent in accordance with this section.

Docusign Envelope ID: 3AC24B35-88D5-4971-93BA-5208ED557980

8.13 GOVERNING LAW AND VENUE

This Contract and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract shall be in a court of competent jurisdiction in Travis County, Texas. Subrecipient irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of *forum non conveniens*, that it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction with respect to this Contract or any related document. **NOTHING IN THIS CONTRACT SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.**

8.14 SEVERABILITY

If a court of competent jurisdiction determines any provision of this Contract is invalid, void, or unenforceable, the remaining terms, provisions, covenants, and conditions of this Contract shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

8.15 DISPUTE RESOLUTION

Except as otherwise provided by statute, rule or regulation, Subrecipient shall use the dispute resolution process established in Chapter 2260 of the Texas Government Code and related rules to attempt to resolve any dispute under this Contract, including a claim for breach of contract by the GLO, that the Parties cannot resolve in the ordinary course of business. Neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of such a claim constitutes grounds for Subrecipient to suspend performance of this Contract. Notwithstanding this provision, the GLO reserves all legal and equitable rights and remedies available to it. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF THE GLO'S SOVEREIGN IMMUNITY.**

8.16 CONFIDENTIALITY

To the extent permitted by law, Subrecipient and the GLO shall keep all information, in whatever form produced, prepared, observed, or received by Subrecipient or the GLO, confidential to the extent that such information is: (a) confidential by law; (b) marked or designated "confidential" (or words to that effect) by Subrecipient or the GLO; or (c) information that Subrecipient or the GLO is otherwise required to keep confidential by this Contract. Subrecipient must not make any communications or announcements relating to this Contract through press releases, social media, or other public relations efforts without the prior written consent of the GLO.

8.17 PUBLIC RECORDS

The GLO shall post this Contract to the GLO's website. Subrecipient understands that the GLO will comply with the Texas Public Information Act (Texas Government Code Chapter 552, the "PIA"), as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas (the "Attorney General"). Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the PIA. Subrecipient is required to make any information created or

exchanged with the GLO or the State of Texas pursuant to the Contract, and not otherwise excepted from disclosure under the PIA, available to the GLO in portable document file (".pdf") format or any other format agreed upon between the Parties that is accessible by the public at no additional charge to the GLO or the State of Texas. By failing to mark any information that Subrecipient believes to be excepted from disclosure as "confidential" or a "trade secret," Subrecipient waives any and all claims it may make against the GLO for releasing such information without prior notice to Subrecipient. The Attorney General will ultimately determine whether any information may be withheld from release under the PIA. Subrecipient shall notify the GLO's Office of General Counsel within twenty-four (24) hours of receipt of any third-party written requests for information and forward a copy of said written requests to PIALegal@glo.texas.gov. If a request for information was not written, Subrecipient shall forward the third party's contact information to the above-designated e-mail address.

8.18 AMENDMENTS TO THE CONTRACT

Amendments to decrease or increase the subaward, to add or delete an Activity as allowed by the Guidance Documents, to extend the term of the Contract, and/or to make other substantial changes to the Contract may be made only by written agreement of the Parties under the formal Amendment process outlined below, except that, upon completion of the Project, the GLO shall formally close out the Project by issuing a closeout letter pursuant to **Section 8.23**. The formal Amendment process requires official request documentation from Subrecipient detailing all provisions to be amended and supporting documentation as required. The GLO Grant Manager will confirm and review the request and, as appropriate, submit the proposed amended language or amount to the GLO's Contract Management Department for the preparation of a formal Amendment and circulation for necessary GLO and Subrecipient signatures.

In the sole discretion of the GLO and in conformance with federal law, the GLO may approve other adjustments required by the GLO during Project performance through a Revision or Technical Guidance Letter unilaterally issued by the GLO and acknowledged by Subrecipient. Such GLO approvals must be in writing and may be delivered by U.S. mail or electronic mail.

8.19 ENTIRE CONTRACT AND MODIFICATIONS

This Contract, its Attachments, and any Amendment(s), Technical Guidance Letter(s), and/or Revision(s) issued in conjunction with this Contract, if any, constitute the entire agreement of the Parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements made in connection with the subject matter hereof. Any additional or conflicting terms in issued Attachments, Technical Guidance Letters, and/or Revisions shall be harmonized with this Contract to the extent possible. Unless an Attachment, Technical Guidance Letter, or Revision specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language shall be construed consistently with the Contract.

8.20 PROPER AUTHORITY

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to legally bind its respective entity. If applicable, a resolution, motion, or similar action has been duly adopted or passed as an official act of Subrecipient's governing body, authorizing the filing of the grant Application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative or the designee of Subrecipient to act in connection with the Application and to provide such additional information as may be required.

8.21 COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute but one and the same Contract.

8.22 SURVIVAL

The provisions of **Articles V, VI,** and **VII** and **Sections 1.01, 1.03, 3.02, 3.04, 3.05, 8.02, 8.03, 8.09, 8.10, 8.11, 8.12, 8.13, 8.15, 8.16, 8.17, 8.18, 8.23,** and **8.32** of this Contract and any other continuing obligations of Subrecipient shall survive the termination or expiration of this Contract.

8.23 CONTRACT CLOSEOUT

Subrecipient shall prepare and submit to the GLO for approval a final **Grant Completion Report** confirming final performance measures, budgets, and expenses for all Project Activities within thirty (30) days following the completion of all Activities required under the Contract; however, in no event shall Subrecipient submit the Grant Completion Report later than the date of expiration of the Contract. The GLO will close the Contract in accordance with 2 C.F.R. §§ 200.344 through 200.346 and GLO CDBG-MIT guidelines consistent therewith.

Subrecipient shall submit a final Budget and actual expenditures to the GLO as part of the Grant Completion Report. The Grant Completion Report shall be in a format prescribed by the GLO and shall confirm eligibility and completion of all Activities performed under this Contract. **FAILURE TO SUBMIT TO THE GLO THE FINAL BUDGET AND ACTUAL EXPENDITURES AS PART OF THE GRANT COMPLETION REPORT PRIOR TO CONTRACT EXPIRATION WILL RESULT IN FORFEITURE AND DE-OBLIGATION OF ALL REMAINING, UNREQUESTED FUNDS.**

The GLO will notify Subrecipient via official closeout letter upon review and approval of the final Grant Completion Report.

8.24 INDIRECT COST RATES

Unless, under the terms of 2 C.F.R. Part 200, Appendix V, Subrecipient has negotiated or does negotiate an indirect cost rate with the federal government, subject to periodic renegotiations of the rate during the Contract Period, or is exempt from such negotiations and has developed and maintains an auditable central service cost allocation plan,

Docusign Envelope ID: 3AC24B35-88D5-4971-93BA-5208ED557980

Subrecipient's *de minimis* indirect cost rate shall be set according to 2 C.F.R. § 200.414(f).

8.25 CONFLICT OF INTEREST

(a) Subrecipient shall abide by the provisions of this section and include the provisions in all subcontracts. Subrecipient shall comply with all conflict-of-interest laws and regulations applicable to the Program.

(b) Subrecipient shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts.

(c) Subrecipient represents and warrants that performance under the Contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Further, Subrecipient represents and warrants that, in the administration of the grant, it will comply with all conflict-of-interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code, if applicable. If circumstances change during the course of the Contract, Subrecipient shall promptly notify the GLO.

8.26 FORCE MAJEURE

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as "Force Majeure"), then, while compliance is so prevented, the affected Party's obligation to comply with such covenant shall be suspended, and the affected Party shall not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure must promptly notify the other Party of the Force Majeure event in writing, and, if possible, such notice must set forth the extent and duration of the Force Majeure. The Party claiming Force Majeure must exercise due diligence to prevent, eliminate, or overcome such Force Majeure event when it is possible to do so and must resume performance at the earliest possible date. However, if nonperformance continues for more than thirty (30) days, the GLO may terminate this Contract immediately upon written notification to Subrecipient.

8.27 ENVIRONMENTAL CLEARANCE REQUIREMENTS

(a) Subrecipient is the responsible entity, as "responsible entity" is defined under 24 C.F.R. Part 58, and is accountable for conducting environmental reviews and for obtaining any environmental clearance necessary for successful completion of an Activity or the Project. Subrecipient shall prepare an environmental review or assessment of each Activity or the Project in accordance with applicable laws, regulations, rules, and guidance. Subrecipient shall maintain a written Environmental Review Record ("ERR") for each Activity or the Project, including all supporting source documentation and documentation to support any

project mitigation. Subrecipient shall provide a copy of the ERR and all related source documentation to the GLO.

(b) Subrecipient shall address inquiries and complaints and shall provide appropriate redress related to environmental Activities. Subrecipient shall document each communication issued or received hereunder in the related ERR.

(c) The GLO may, in its sole discretion, reimburse Subrecipient for certain exempt environmental Activities, as defined in federal regulations. Reimbursement requests for exempt environmental Activities must be supported by the proper HUD-prescribed form.

(d) The Parties acknowledge and understand that the GLO may enter into interagency agreements with the Texas Historical Commission and other entities in order to facilitate any necessary environmental or historic review. The GLO may incorporate one or more interagency agreements into this Contract via a Technical Guidance Letter.

8.28 CITIZEN PARTICIPATION AND ALTERNATIVE REQUIREMENTS

(a) Subrecipient must ensure that all citizens have equal and ongoing access to information about an Activity or the Project, including ensuring that Activity or Project information is available in the appropriate languages for the geographical area served by Subrecipient. Information furnished to citizens shall include, without limitation:

(i) The amount of CDBG-MIT funds expected to be made available;

(ii) The range of Activities or projects that may be undertaken with the CDBG-MIT funds;

(iii) The estimated amount of the CDBG-MIT funds proposed to be used for Activities or projects meeting the national objective of benefiting low-to-moderate income persons; and

(iv) A clear statement of such and the entity's anti-displacement and relocation plan if any proposed CDBG-MIT Activities or projects are likely to result in displacement.

(b) Complaint Procedures: Subrecipient must have written citizen-complaint procedures for providing a timely written response (within fifteen [15] working days) to complaints and grievances. Subrecipient shall notify citizens of the location and the days and hours when the location is open for business so they may obtain a copy of these written procedures.

(c) Technical Assistance: If requested, Subrecipient shall provide technical assistance in completing applications under the Project to persons of low and moderate income.

(d) Subrecipient shall maintain a citizen participation file that includes a copy of Subrecipient's complaint procedures, documentation and evidence of opportunities provided for citizen participation (e.g., public notices, advertisements, flyers, etc.), documentation of citizen participation events (e.g.,

meeting minutes, attendance lists, sign-in sheets, news reports, etc.), and documentation of any technical assistance requested and/or provided.

8.29 SIGNAGE REQUIREMENTS

On any public building or facility funded under this Contract, Subrecipient shall place permanent signage. Signs shall be placed in a prominent, visible public location. Subrecipient shall format each sign to best fit the architectural design of the building or facility but the sign should be legible from a distance of at least three (3) feet.

For other construction projects (e.g., water transmission lines, sewer collection lines, drainage, roadways, housing rehabilitation) funded under this Contract, Subrecipient shall place temporary signage erected in a prominent location at the construction project site or along a major thoroughfare within the locality.

All signage required under this section shall contain the following:

"This project is funded by the Texas General Land Office of the State of Texas to provide for mitigation activities to reduce disaster risks in communities impacted by Hurricane Harvey. The funds have been allocated by the United States Department of Housing and Urban Development through the Community Development Block Grant – Mitigation Program."

8.30 PREFERENCE AND PROCUREMENT OF MATERIALS

(a) To the extent applicable, Subrecipient shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired in the following manner:

(i) competitively within a timeframe allowing compliance with the Contract's performance schedule;

(ii) in a way that meets the Contract's performance requirements; or

(iii) at a reasonable price.

(b) To ensure maximum use of recovered/recycled materials pursuant to 2 C.F.R. § 200.323, information about this requirement, along with the list of EPA-designated items, is available at the EPA's Comprehensive Procurement Guideline Program website, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

8.31 EQUAL OPPORTUNITY CLAUSE

Subrecipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

"During the performance of this contract, the contractor agrees as follows:

Docusign Envelope ID: 3AC24B35-88D5-4971-93BA-5208ED557980

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the

Docusign Envelope ID: 3AC24B35-88D5-4971-93BA-5208ED557980

contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

***Provided,* however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."**

Subrecipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if Subrecipient so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

Subrecipient agrees that it will assist and cooperate actively with the GLO and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the GLO and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the GLO in the discharge of the GLO's primary responsibility for securing compliance.

Subrecipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts, as defined in 41 C.F.R. § 60-1.3, and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, Subrecipient agrees that if it fails or refuses to comply with these undertakings, the GLO may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this Contract; refrain from extending any further assistance to Subrecipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from Subrecipient; and refer the case to the Department of Justice for appropriate legal proceedings.

Docusign Envelope ID: 3AC24B35-88D5-4971-93BA-5208ED557980

8.32 INFORMATION AND DATA SECURITY STANDARDS

Subrecipient shall comply with all terms specified in the **GLO Information Security Appendix**, incorporated herein for all purposes as **Attachment G**.

8.33 CYBERSECURITY TRAINING PROGRAM (LOCAL GOVERNMENT SYSTEM)

If Subrecipient is a local government as defined in Chapter 2054 of the Texas Government Code, Subrecipient represents and warrants its compliance with Section 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database.

8.34 DISCLOSURE PROTECTIONS FOR CERTAIN CHARITABLE ORGANIZATIONS, CHARITABLE TRUSTS, AND PRIVATE FOUNDATIONS

If Subrecipient is a governmental entity as defined in Chapter 2252 of the Texas Government Code, Subrecipient represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

8.35 LIMITATIONS ON GRANT EXPENDITURE

Subrecipient shall expend funds received under the grant or contract subject to the limitations and reporting requirements similar to those provided by the following:

(a) Parts 2, 3, and 5 of the Texas General Appropriations Act, Article IX, except there is no requirement for increased salaries for local government employees;

(b) Sections 556.004, 556.005, and 556.006 of the Texas Government Code; and

(c) Sections 2113.012 and 2113.101 of the Texas Government Code.

8.36 LOBBYING EXPENDITURE RESTRICTION

Subrecipient represents and warrants that the GLO's payments to Subrecipient and Subrecipient's receipt of appropriated or other funds under the Contract are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code, which restrict lobbying expenditures.

8.37 OPEN MEETINGS

If Subrecipient is a governmental entity, Subrecipient represents and warrants its compliance with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of a governmental body to be open to the public, except as otherwise provided by law.

8.38 POLITICAL POLLING PROHIBITION

Subrecipient represents and warrants that it does not perform political polling and acknowledges that appropriated funds may not be granted to, or expended by, any entity that performs political polling, except that this prohibition does not apply to a poll

Docusign Envelope ID: 3AC24B35-88D5-4971-93BA-5208ED557980

conducted by an academic institution as a part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.

8.39 REPORTING COMPLIANCE

Subrecipient represents and warrants that it will submit timely, complete, and accurate reports in accordance with the Contract and maintain appropriate backup documentation to support the reports.

8.40 REPORTING SUSPECTED FRAUD AND UNLAWFUL CONDUCT

Subrecipient represents and warrants that it will comply with Section 321.022 of the Texas Government Code, which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office. Subrecipient represents and warrants its compliance with 2 C.F.R. § 200.113, which requires the disclosure in writing of credible evidence of violations of federal criminal law involving fraud, conflict of interest, bribery, and gratuity and the reporting of matters related to recipient integrity and performance.

8.41 STATEMENTS OR ENTRIES

WARNING: ANY PERSON WHO KNOWINGLY MAKES A FALSE CLAIM OR STATEMENT TO HUD MAY BE SUBJECT TO CIVIL OR CRIMINAL PENALTIES UNDER 18 U.S.C. § 287, 18 U.S.C. § 1001, AND 31 U.S.C. § 3729.

Except as otherwise provided under federal law, any person who knowingly and willfully falsifies, conceals, or covers up a material fact by any trick, scheme, or device or who makes any materially false, fictitious, or fraudulent statement or representation or who makes or uses any false writing or document despite knowing the writing or document to contain any materially false, fictitious, or fraudulent statement or entry shall be prosecuted under Title 18, United States Code, § 1001.

Under penalties of 18 U.S.C. § 287, 18 U.S.C. § 1001, and 31 U.S.C. § 3729, the undersigned Subrecipient representative hereby declares that he/she has examined this Contract and Attachments, and, to the best of his/her knowledge and belief, any statements, entries, or claims made by Subrecipient are true, accurate, and complete.

SIGNATURE PAGE FOLLOWS

Docusign Envelope ID: 3AC24B35-88D5-4971-93BA-5208ED557980

SIGNATURE PAGE FOR GLO CONTRACT NO. 24-065-152-F011
REGIONAL MITIGATION PROGRAM PROJECTS CONTRACT AGREEMENT
CDBG-MIT – HURRICANE HARVEY HUD MID

GENERAL LAND OFFICE

Jennifer G. Jones
Chief Clerk and Deputy Land Commissioner
Date of execution: _____

CALHOUN COUNTY

By: _____
Title: _____
Date of execution: _____

OGC DS gm
PM DS CT
SDD DS HL
DGC DS MB
GC DS JG
DCC DS AP

ATTACHED TO THIS CONTRACT:

ATTACHMENT A Performance Statement, Budget, and Benchmarks
ATTACHMENT B Federal Assurances and Certifications
ATTACHMENT C General Affirmations
ATTACHMENT D Nonexclusive List of Applicable Laws, Rules, and Regulations
ATTACHMENT E Special Conditions
ATTACHMENT F Monthly Activity Status Report
ATTACHMENT G GLO Information Security Appendix
ATTACHMENT H Contract Reporting Template

ATTACHMENTS FOLLOW

Docusign Envelope ID: 3AC24B35-88D5-4971-93BA-5208ED557980

CALHOUN COUNTY
24-065-152-F011
PERFORMANCE STATEMENT

The GLO awards Calhoun County (Subrecipient) this Contract under HUD's Community Development Block Grant Mitigation (CDBG-MIT) program to provide financial assistance with funds appropriated to facilitate Activities related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, mitigation, and affirmatively furthering fair housing, in accordance with Executive Order 12892, in the most impacted and distressed areas resulting from a major declared disaster that occurred in 2015, 2016, or 2017.

In strict conformance with the terms and conditions of the CDBG-MIT – Hurricane Harvey HUD MID and pursuant to the GLO's Regional Mitigation Program and this Contract, Subrecipient shall perform, or cause to be performed, the Infrastructure Activities identified below to increase its resilience to disasters and reduce or eliminate long-term risk of disaster-related loss of life, injury, damage to and loss of property, and suffering and hardship by lessening the impact of future disasters.

Subrecipient shall perform the Activities identified herein for the service area specified in its approved Texas Community Development Block Grant Mitigation Grant Application to provide a long-lasting investment that increases resiliency in the community. The persons to benefit from the Activities described herein must receive the prescribed service or benefit, and all eligibility requirements must be met to fulfill contractual obligations.

The grant total is $4,706,660.00. Subrecipient will be required to maintain a detailed Budget breakdown in the official system of record (TIGR) of the GLO's Community Development and Revitalization division. Subrecipient must ensure expenditures for individual projects do not exceed the amounts for detailed funding categories in the project budget of the approved Grant Application, as may be revised in writing upon mutual agreement of the Parties. If it becomes necessary to redistribute Budget line-item amounts between Activities, Subrecipient must seek a Contract Amendment prior to performing any work.

DRGR Activity: MIT- Public Facilities and Improvements- Non-Covered Projects- LMI

Activity Type: Public Improvements

Project Title: Magnolia Beach Volunteer Fire Department (MBVFD)

Subrecipient shall demolish and construct building with flood proofing, install generator, pave road, and complete associated appurtenances. Construction shall take place at the following location:

Docusign Envelope ID: 3AC24B35-88D5-4971-93BA-5208ED557980

Defining Project Location	Location Coordinates	Proposed HUD Performance Measures
Magnolia Beach Volunteer Fire Department	873 Margie Tewmey Road, Port Lavaca, TX 28.55982, -96.54321	1 Public Facility (PF)

Total Beneficiaries	LMI Beneficiaries	LMI %	Census Tract	Block Group
6,895	3,530	51.20	0002.00 0004.00	2,4 1,2
Beneficiaries were identified using Census Tract/Block Group LMISD, and the above project meets the LMI national objective. LMI based on FY-21 LMISD without State Median Income waiver applied. Calhoun County is a HUD Exception Grantee. Its LMI threshold is 46.06%.				

DRGR Activity: MIT- Public Facilities and Improvements- Non-Covered Projects- LMI

Activity Type: Flood and Drainage Improvements

Project Title: Westside Drainage Project

Subrecipient shall remove and replace culverts; improve ditch; install inlets, riprap, and structure under railroad; restore roadway; repair driveways; and complete associated appurtenances. Construction shall take place at the following locations:

Defining Project Location (on/along...)	Approximate path or location (from...to...Coordinates)	Proposed HUD Performance Measures
Avenue D	From US Hwy 87 northeastward to Henery Wehmeyer Road 28.61292, -96.65393	1,702 Linear Feet (LF)
Avenue C	From Warehouse Street northeastward to Santa Rosa Street 28.61328, -96.65354	1,065 LF
Avenue B	From Warehouse Street northeastward to Del Rio Street 28.61226, -96.65343	555 LF
Avenue A	From Warehouse Street northeast to Santa Rosa Street 28.61212, -96.65257	485 LF
Access Road	From Santa Rosa Avenue northwestward to intersection of Santa Rosa Avenue and Warehouse Street 28.61107, -96.65026	160 LF

Docusign Envelope ID: 3AC24B35-88D5-4971-93BA-5208ED557980

Warehouse Street	From Outfall 1 on Warehouse Street to Outfall 2 28.61151, -96.65370	1,972 LF
Gulf Street	From Avenue D St. to Avenue B St. 28.61273, -96.65378	500 LF
Del Rio Street	From Warehouse Street northwestward to Avenue C 28.61228, -96.35249	740 LF
Santa Rosa Street	From Avenue D St. to U.S. Highway 87 28.61259, -96.65173	1,360 LF
Henery Wehmeyer Road	From Avenue D Street to Access Road 28.61270, -96.65130	1,440 LF

Total Beneficiaries	**LMI Beneficiaries**	**LMI %**	**Census Tract**	**Block Group**
171	131	76.61	0004.00	4
Beneficiaries were identified using Survey, and the above project meets the LMI national objective. Calhoun County is a HUD Exception Grantee. Its LMI threshold is 46.06%.				

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Docusign Envelope ID: 3AC24B35-88D5-4971-93BA-5208ED557980

BUDGET

DRGR Activity	Grant Award	Other Funds	Total
MIT- Public Facilities and Improvements- Non-Covered Projects - LMI	$4,706,660.00	$0.00	$4,706,660.00
TOTAL	$4,706,660.00	$0.00	$ 4,706,660.00

BENCHMARKS

	Not-To-Exceed Budget Gate Percentages by Budget Category (Subrecipient may draw up to, but not exceed, the identified percentage of the Budget category until stated Deliverable(s) are submitted to and approved by the GLO.)			**Single Deliverable Milestones by Budget Category** (Subrecipient may draw up to 100% of Budget category after submittal to and approval by the GLO of the stated Deliverable.)		**Multiple Deliverable Milestones** (Subrecipient may draw up to, but not exceed, the percentage stated after submittal to and approval by the GLO of the stated Deliverable.)	
	Project Delivery						
Project Phase Actions and Deliverables	**Grant Administration Funds**	**Environmental Funds**	**Engineering Funds**	**Special Environmental Funds**	**Acquisition Funds**	**Construction Funds**	**Planning/ Studies (not related to engineering design)**
Action: Start-up Phase **Deliverable:** Contract kick-off meeting sign-in sheet; all required Start-Up Documentation reviewed and accepted by the GLO; executed grant administration service provider contract in PDF format.	0-15%						
Action: Commencement of Engineering Phase **Deliverable:** Executed engineering service provider contract in PDF format provided during start-up phase as applicable			0-30%				

Docusign Envelope ID: 3AC24B35-88D5-4971-93BA-5208ED557980

Action: Commencement of Environmental Phase **Deliverable:** Executed environmental service provider contract in PDF format provided during start-up phase as applicable.	15.01-30%	0-30%						
Action: Completion of Design Phase **Deliverable:** Complete signed and sealed 100% construction plans in PDF format.*			30.01-60%					
Action: Completion of Special Environmental Services **Deliverable:** GLO approval of required documentation, dependent upon additional environmental requirements				100%				
Action: Completion of Environmental Record Review **Deliverable:** GLO-signed AUGF**	30.01-50%	30.01-100%						
Action: Acquisition Phase **Deliverable:** Acquisition Detailed Report and supporting documentation per parcel accepted by the GLO*					100%			
Action: Commencement of Bid Phase **Deliverable:** First published bid notice and publisher's affidavit*	50.01-60%		60.01-70%					
Action: Commencement of Construction Phase **Deliverable:** Signed NTP*	60.01-85%		70.01-85%				0-95%	
Action: Completion of Construction Phase **Deliverable:** Signed and sealed complete As-Built Plans in PDF format; executed COCC accepted by the GLO; signed FWCR accepted by the GLO*	85.01-95%		85.01-100%				95.01-100%	

Docusign Envelope ID: 3AC24B35-88D5-4971-93BA-5208ED557980

Action: Commencement of Planning/Study Phase **Deliverable:** Signed NTP or similar document from Subrecipient, initiating the Planning/study Activity and describing the work to be performed ^for Planning/Study only	15.01-60%^								0-85%
Action: Completion of Planning/Study Phase **Deliverable:** Final Planning/study report and proof of acceptance by Subrecipient ^for Planning/Study only	60.01-95%^								85.01-100%
Action: Grant Completion Report Approval **Deliverable**: GCR approved by the GLO	95.01-100%								

Failure to provide any Deliverable identified above could result in Subrecipient's repayment of drawn funds, in part or in full, in addition to other remedies provided to the GLO under this Contract. Providing the Deliverables identified in this table will allow Subrecipient to draw the identified funding percentage per Budget category, contingent upon Subrecipient's compliance with associated Program guidance.

*If Subrecipient executes multiple construction contracts, this Deliverable (or Deliverables, as applicable) will be required for each contract, and associated costs will be pro-rated in accordance with the Budget details in the final GLO-approved Application.

**If the Project includes more than one ERR, associated costs will be pro-rated in accordance with the Budget details in the final GLO-approved Application.

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Approval No. 4040-0009
Expiration Date: 02/28/2025

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.

4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.

5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C.§794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION Calhoun County	DATE SUBMITTED

SF-424D (Rev. 7-97) Back

THIS FORM MUST BE EXECUTED

Docusign Envelope ID: 3AC24B35-88D5-4971-93BA-5208ED557980

CERTIFICATION REGARDING LOBBYING
COMPLIANT WITH APPENDIX A TO 24 C.F.R. PART 871

Certification for Contracts, Grants, Loans, and Cooperative Agreements:

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, ''Disclosure Form to Report Lobbying,'' in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance:

The undersigned states, to the best of his or her knowledge and belief, that: If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, ''Disclosure Form to Report Lobbying,'' in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

NAME OF APPLICANT	AWARD NUMBER AND/OR PROJECT NAME
Calhoun County	24-065-152-F011

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE DATE

1 24 C.F.R. 87 App. A, available at https://www.gpo.gov/fdsys/granule/CFR-2011-title24-vol1/CFR-2011-title24-vol1-part87-appA. Published Apr. 1, 2011. Accessed Aug. 1, 2018.

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

OMB Number: 4040-0013
Expiration Date: 02/28/2025

1. *Type of Federal Action:	2. *Status of Federal Action:	3. *Report Type:
____ a. contract	____ a. bid/offer/application	____ a. initial filing
____ b. grant	____ b. initial award	____ b. material change
____ c. cooperative agreement	____ c. post-award	
____ d. loan		
____ e. loan guarantee		
____ f. loan insurance		

4. Name and Address of Reporting Entity:
____ Prime ____Subawardee
*Name: _____
*Street 1: _____ Street 2: _____
*City: _____ State: _____
Zip: _____

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known:*	**9. Award Amount,** *if known:* **$**

10. a. Name and Address of Lobbying Registrant
Prefix_____ *First Name_____ Middle Name _____
*Last Name _____ Suffix _____
*Street 1: _____ Street 2: _____
*City: _____ State: _____ Zip: _____

b. Individuals Performing Services *(including address if different from No. 10a)*
Prefix_____ *First Name_____ Middle Name _____
*Last Name _____ Suffix _____
*Street 1: _____ Street 2: _____
*City: _____ State: _____ Zip: _____

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

***Signature:** _____

***Name: Prefix**_____ ***First Name**_____ **Middle Name** _____
***Last Name** _____ **Suffix** _____
Title: _____ **Telephone No.:** _____ **Date:** _____

Federal Use Only:	**Authorized for Local Reproduction** **Standard Form - LLL (Rev. 7-97)**

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

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

Federal Agency Form Instructions Form Identifiers	Information
Agency Owner	Grants.gov
Form Name	Disclosure of Lobbying Activities (SF-LLL)
Form Version Number	2.0
OMB Number	4040-0013
OMB Expiration Date	02/28/2025

Field Number	Field Name	Required or Optional	Information
1.	*Type of Federal Action:	Required	Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action. This field is required.
2.	*Status of Federal Action	Required	Identify the status of the covered Federal action. This field is required.
2-a.	a. Bid/Offer/ Application	Check if applicable	Click if the Status of Federal Action is a bid, an offer or an application.
2-b.	b. Initial Award	Check if applicable	Click if the Status of Federal Action is an initial award.
2-c.	c. Post-Award	Check if applicable	Click if the Status of Federal Action is a post-award.
3.0	*Report Type	Required	Identify the appropriate classification of this report.
3-a.	a. Initial filing	Check if applicable	Check if Initial filing.
3-b.	b. Material change	Check if applicable	If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the previously submitted report by this reporting entity for this covered Federal action. This field is required.
	Material Change Year	Conditionally Required	If this is a follow up report caused by a material change to the information previously reported, enter the year in which the change occurred.
	Material Change Quarter	Conditionally Required	If this is a follow up report caused by a material change to the information previously reported, enter the quarter in which the change occurred.
	Material Change Date of Last Report	Conditionally Required	Enter the date of the previously submitted report by this reporting entity for this covered Federal action.
4.	Name and Address of Reporting Entity	Required	Provide the information for Name and Address of Reporting Entity.
	Prime	Check if applicable	Click to designate the organization filing the report as the Prime Federal recipient.
	Subawardee	Check if applicable	Click to designate the organization filing the report as the SubAwardee Federal recipient. Sub-awards include but are not limited to subcontracts, subgrants and contract awards under grants.
	Tier if known:	Optional	Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier.
	Name	Required	Enter the name of reporting entity. This field is required
	Street 1	Required	Enter Street 1 of the reporting entity. This field is required.
	Street 2	Optional	Enter Street 2 of the reporting entity.
	City	Required	Enter City of the reporting entity This field is required.
	State	Required	Enter the state of the reporting entity. This field is required
	ZIP	Required	Enter the ZIP of the reporting entity. This field is required
	Congressional District, if known	Optional	Enter the primary Congressional District of the reporting entity. Enter in the following format: 2 character state abbreviation – 3 characters district number, e.g., CA-005 for California 5th district, CA-012 for California 12th district, NC-103 for North Carolina's 103rd district.
5.	If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime	Conditionally Required	If Reporting Entity in No. 4 is Subawardee, provide the information for the Name and Address of Prime

	Name	Required	If the organization filing the report in item 4, checks "Subawardee", enter the full name of the prime Federal recipient.
	Street 1	Required	If the organization filing the report in item 4, checks "Subawardee", enter the address of the prime Federal recipient.
	Street 2	Optional	If the organization filing the report in item 4, checks "Subawardee", enter the address of the prime Federal recipient.
	City	Required	If the organization filing the report in item 4, checks "Subawardee", enter the city of the prime Federal recipient.
	State	Required	If the organization filing the report in item 4, checks "Subawardee", select the appropriate state from this pull down menu.
	ZIP	Required	Enter the ZIP of Prime. This field is required
	Congressional District, if known	Optional	Enter the Congressional District of Prime. Enter in the following format: 2 character state abbreviation – 3 characters district number, e.g., CA-005 for California 5th district, CA-012 for California 12th district, NC-103 for North Carolina's 103rd district.
6.	Federal Department /Agency	Required	Enter the name of the Federal Department or Agency making the award or loan commitment. This field is required.
7.	CFDA Number:	Required	Enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments. Pre-populated from SF-424 if using Grants.gov.
	CFDA Title:	Required	Enter the Federal program name or description for the covered Federal action. Pre-populated from SF-424 if using Grants.gov.
8.	Federal Action Number	Optional	Enter the most appropriate Federal identifying number available for the Federal action, identified in item 1 (e.g., Request for Proposal (RFP) number, invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/ proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9.	Award Amount	Optional	For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment of the prime entity identified in item 4 or 5.
10.a.	Name And Address of Lobbying Registrant	Required	Provide the information for the Name and Address of Lobbying Registrant.
	Prefix	Optional	Enter the prefix (e.g., Mr., Mrs., Miss), if appropriate, for the Lobbying Registrant.
	First Name	Required	Enter the first name of Lobbying Registrant. This field is required.
	Middle Name	Optional	Enter the middle name of Lobbying Registrant.
	Last Name	Required	Enter the last name of Lobbying Registrant. This field is required.
	Suffix	Optional	Enter the suffix (e.g., Jr. Sr., PhD), if appropriate, for the Lobbying Registrant.
	Street 1	Required	Enter the first line of street address for the Lobbying Registrant.
	Street 2	Optional	Enter the second line of street address for the Lobbying Registrant.
	City	Required	Enter the city of the Lobbying Registrant.
	State	Required	Select the appropriate state of the Lobbying Registrant.
	ZIP Code	Required	Enter the Zip Code (or ZIP+4) of the Lobbying Registrant.
10.b.	Individual Performing Services	Required	Provide the information for Individual Performing Services
	Prefix	Optional	Enter the prefix (e.g., Mr., Mrs., Miss), if appropriate, for the Individual Performing Services.
	First Name	Required	Enter the first name of the Individual Performing Services. This field is required.
	Middle Name	Optional	Enter the middle name of the Individual Performing Services.
	Last Name	Required	Enter the last name of the Individual Performing Services. This field is required.
	Suffix	Optional	Enter the suffix (e.g., Jr. Sr., PhD), if appropriate, for the Individual Performing Services.
	Street 1	Required	Enter the first line of street address for the Individual Performing Services.
	Street 2	Optional	Enter the second line of street address for the Individual Performing Services.
	City	Required	Enter the city of the Individual Performing Services.
	State	Required	Select the state for the address of the Individual Performing Services from this pull down menu.
	ZIP Code	Required	Enter the Zip Code (or ZIP+4) of the Individual Performing Services.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 4040-0013. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project, Washington, DC 20503.

Docusign Envelope ID: 3AC24B35-88D5-4971-93BA-5208ED557980

GENERAL AFFIRMATIONS

TO THE EXTENT APPLICABLE, Subrecipient affirms and agrees to the following, without exception:

1. Subrecipient represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Subrecipient nor the firm, corporation, partnership, or institution represented by Subrecipient, or anyone acting for such a firm, corporation, partnership, or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Contract or any solicitation response upon which this Contract is based to any competitor or any other person engaged in the same line of business as Subrecipient.*
2. Subrecipient shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from the GLO. Any attempted assignment or delegation in violation of this provision is void and without effect. This provision does not apply to subcontracting.
3. If the Contract is for services, Subrecipient shall comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts, but for contracts subject to 2 C.F.R. 200, only to the extent such compliance is consistent with 2 C.F.R. 200.319.
4. Under Section 231.006 of the Family Code, the vendor or applicant [Subrecipient] certifies that the individual or business entity named in this Contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate, in addition to other remedies set out in Section 231.006(f) of the Family Code.*
5. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application. Subrecipient certifies it has submitted this information to the GLO.*
6. If the Contract is for a "cloud computing service" as defined by Texas Government Code Section 2157.007, then pursuant to Section 2054.0593(d)-(f) of the Texas Government Code, relating to cloud computing state risk and authorization management program, Subrecipient represents and warrants that it complies with the requirements of the state risk and authorization management program and Subrecipient agrees that throughout the term of the Contract it shall maintain its certifications and comply with the program requirements in the performance of the Contract.
7. If the Contract is for the purchase or lease of computer equipment, as defined by Texas Health and Safety Code Section 361.952(2), Subrecipient certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code, related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in Title 30 Texas Administrative Code Chapter 328.
8. If the Contract authorizes Subrecipient to access, transmit, use, or store data for the GLO, then in accordance with Section 2054.138 of the Texas Government Code, Subrecipient certifies that it will comply with the security controls required under this Contract and will

* This section does not apply to a contract with a "governmental entity" as defined in Texas Government Code Chapter 2251.

Docusign Envelope ID: 3AC24B35-88D5-4971-93BA-5208ED557980

maintain records and make them available to the GLO as evidence of Subrecipient's compliance with the required controls.

9. Subrecipient represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.

10. Subrecipient agrees that any payments due under the Contract shall be applied towards any debt or delinquency that is owed by Subrecipient to the State of Texas.

11. Upon request of the GLO, Subrecipient shall provide copies of its most recent business continuity and disaster recovery plans.

12. If the Contract is for consulting services governed by Texas Government Code Chapter 2254, Subchapter B, in accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, Subrecipient certifies that it does not employ an individual who has been employed by the GLO or another agency at any time during the two years preceding the Subrecipient's submission of its offer to provide consulting services to the GLO or, in the alternative Subrecipient, in its offer to provide consulting services to the GLO, disclosed the following: (i) the nature of the previous employment with the GLO or other state agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.*

13. If the Contract is not for architecture, engineering, or construction services, then except as otherwise provided by statute, rule, or regulation, Subrecipient must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve any dispute arising under the Contract. NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY SUBRECIPIENT.

14. If the Contract is for architecture, engineering, or construction services, then subject to Texas Government Code Section 2260.002 and Texas Civil Practice and Remedies Code Chapter 114, and except as otherwise provided by statute, rule, or regulation, Subrecipient shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Contract. Except as otherwise provided by statute, rule, or regulation, in accordance with the Texas Civil Practice and Remedies Code, Section 114.005, claims encompassed by Texas Government Code, Section 2260.002(3) and Texas Civil Practice and Remedies Code Section 114.002 shall be governed by the dispute resolution process set forth below in subsections (a)-(d). NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY SUBRECIPIENT.

    a. Notwithstanding Texas Government Code, Chapter 2260.002(3) and Chapter 114.012 and any other statute or applicable law, if Subrecipient's claim for breach of contract cannot be resolved by the Parties in the ordinary course of business, Subrecipient may make a claim against the GLO for breach of contract and the GLO may assert a counterclaim against Subrecipient as is contemplated by Texas Government Code, Chapter 2260, Subchapter B. In such event, Subrecipient must provide written notice to the GLO of a claim for breach of the Contract not later than the 180th day after the date

* This section does not apply to a contract with a "governmental entity" as defined in Texas Government Code Chapter 2251.

Docusign Envelope ID: 3AC24B35-88D5-4971-93BA-5208ED557980

of the event giving rise to the claim. The notice must state with particularity: (1) the nature of the alleged breach; (2) the amount Subrecipient seeks as damages; and (3) the legal theory of recovery.

b. The chief administrative officer, or if designated in the Contract, another officer of the GLO, shall examine the claim and any counterclaim and negotiate with Subrecipient in an effort to resolve them. The negotiation must begin no later than the 120th day after the date the claim is received, as is contemplated by Texas Government Code, Chapter 2260, Section 2260.052.

c. If the negotiation under paragraph (b) above results in the resolution of some disputed issues by agreement or in a settlement, the Parties shall reduce the agreement or settlement to writing and each Party shall sign the agreement or settlement. A partial settlement or resolution of a claim does not waive a Party's rights under this Contract as to the parts of the claim that are not resolved.

d. If a claim is not entirely resolved under paragraph (b) above, on or before the 270th day after the date the claim is filed with the GLO, unless the Parties agree in writing to an extension of time, the Parties may agree to mediate a claim made under this dispute resolution procedure. This dispute resolution procedure is Subrecipient's sole and exclusive process for seeking a remedy for an alleged breach of contract by the GLO if the Parties are unable to resolve their disputes as described in this section.

e. Nothing in the Contract shall be construed as a waiver of the state's or the GLO's sovereign immunity, or, if applicable, the governmental immunity of Subrecipient. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas or Subrecipient. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas or, if applicable, of Subrecipient under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies or immunities or be considered as a basis for estoppel. The GLO does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract. Subrecipient does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the Subrecipient, prior to or subsequent to entering into this Contract.

f. Except as otherwise provided by statute, rule, or regulation, compliance with the dispute resolution process provided for in Texas Government Code, Chapter 2260, subchapter B and incorporated by reference in subsection (a)-(d) above is a condition precedent to the Subrecipient: (1) filing suit pursuant to Chapter 114 of the Civil Practices and Remedies Code; or (2) initiating a contested case hearing pursuant to Subchapter C of Chapter 2260 of the Texas Government Code.

15. If Chapter 2271 of the Texas Government Code applies to this Contract, Subrecipient verifies that it does not boycott Israel and will not boycott Israel during the term of the Contract.*

16. This Contract is contingent upon the continued availability of lawful appropriations by the Texas Legislature. Subrecipient understands that all obligations of the GLO under this

* This section does not apply to a contract with a "governmental entity" as defined in Texas Government Code Chapter 2251.

Docusign Envelope ID: 3AC24B35-88D5-4971-93BA-5208ED557980

Contract are subject to the availability of funds. If such funds are not appropriated or become unavailable, the GLO may terminate the Contract. The Contract shall not be construed as creating a debt on behalf of the GLO in violation of Article III, Section 49a of the Texas Constitution.

17. Subrecipient certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.

18. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Subrecipient certifies that it is not (1) the executive head of the GLO, (2) a person who at any time during the four years before the effective date of the Contract was the executive head of the GLO, or (3) a person who employs a current or former executive head of the GLO.

19. Subrecipient represents and warrants that all statements and information prepared and submitted in connection with this Contract are current, complete, true, and accurate. Submitting a false statement or making a material misrepresentation during the performance of this Contract is a material breach of contract and may void the Contract or be grounds for its termination.

20. Pursuant to Section 2155.004(a) of the Texas Government Code, Subrecipient certifies that neither Subrecipient nor any person or entity represented by Subrecipient has received compensation from the GLO to participate in the preparation of the specifications or solicitation on which this Contract is based. Under Section 2155.004(b) of the Texas Government Code, Subrecipient certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate. This Section does not prohibit Subrecipient from providing free technical assistance.*

21. Subrecipient represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.*

22. In accordance with Section 2252.901 of the Texas Government Code, for the categories of contracts listed in that section, Subrecipient represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the contract, were employees of the GLO during the twelve (12) month period immediately prior to the date of execution of the contract. Solely for professional services contracts as described by Chapter 2254 of the Texas Government Code, Subrecipient further represents and warrants that if a former employee of the GLO was employed by Subrecipient within one year of the employee's leaving the GLO, then such employee will not perform services on projects with Subrecipient that the employee worked on while employed by the GLO.*

23. The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to any Party.

* This section does not apply to a contract with a "governmental entity" as defined in Texas Government Code Chapter 2251.

Docusign Envelope ID: 3AC24B35-88D5-4971-93BA-5208ED557980

24. IF THE CONTRACT IS NOT FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, SUBRECIPIENT, TO THE EXTENT ALLOWED BY LAW, SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF SUBRECIPIENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.*

25. IF THE CONTRACT IS FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, SUBRECIPIENT, TO THE EXTENT ALLOWED BY LAW, SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED DAMAGES, COSTS, ATTORNEY FEES, AND EXPENSES TO THE EXTENT CAUSED BY, ARISING OUT OF, OR RESULTING FROM ANY ACTS OF NEGLIGENCE, INTENTIONAL TORTS, WILLFUL MISCONDUCT, PERSONAL INJURY OR DAMAGE TO PROPERTY, AND/OR OTHERWISE RELATED TO SUBRECIPIENT'S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE SUBRECIPIENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, CONSULTANTS UNDER CONTRACT TO SUBRECIPIENT, OR ANY OTHER ENTITY OVER WHICH SUBRECIPIENT EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.*

26. TO THE EXTENT ALLOWED BY LAW, SUBRECIPIENT SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE GLO AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE

* This section does not apply to a contract with a "governmental entity" as defined in Texas Government Code Chapter 2251.

Docusign Envelope ID: 3AC24B35-88D5-4971-93BA-5208ED557980

PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF SUBRECIPIENT PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) THE GLO'S AND/OR SUBRECIPIENT'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO THE GLO BY SUBRECIPIENT OR OTHERWISE TO WHICH THE GLO HAS ACCESS AS A RESULT OF SUBRECIPIENT'S PERFORMANCE UNDER THE CONTRACT. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. SUBRECIPIENT SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL (OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. IN ADDITION, SUBRECIPIENT WILL REIMBURSE THE GLO AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE GLO DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF SUBRECIPIENT OR IF THE GLO IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, THE GLO WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND SUBRECIPIENT WILL PAY ALL REASONABLE COSTS OF THE GLO'S COUNSEL.*

27. Subrecipient has disclosed in writing to the GLO all existing or known potential conflicts of interest relative to the performance of the Contract.

28. Sections 2155.006 and 2261.053 of the Texas Government Code prohibit state agencies from accepting a solicitation response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, Subrecipient certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.*

29. The person executing this Contract certifies that he/she is duly authorized to execute this Contract on his/her own behalf or on behalf of Subrecipient and legally empowered to contractually bind Subrecipient to the terms and conditions of the Contract and related documents.

30. If the Contract is for architectural or engineering services, pursuant to Section 2254.0031 of the Texas Government Code, which incorporates by reference Section 271.904(d) of the Texas Local Government Code, Subrecipient shall perform services (1) with professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license, and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.*

* This section does not apply to a contract with a "governmental entity" as defined in Texas Government Code Chapter 2251.

Docusign Envelope ID: 3AC24B35-88D5-4971-93BA-5208ED557980

31. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Subrecipient shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the Contract and the requirement to cooperate is included in any subcontract it awards. The GLO may unilaterally amend the Contract to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.

32. Subrecipient certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the Contract by any state or federal agency.

33. If the Contract is for the purchase or lease of covered television equipment, as defined by Section 361.971(3) of the Texas Health and Safety Code, Subrecipient certifies its compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.

34. Pursuant to Section 572.069 of the Texas Government Code, Subrecipient certifies it has not employed and will not employ a former state officer or employee who participated in a procurement or contract negotiations for the GLO involving Subrecipient within two (2) years after the date that the contract is signed or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.

35. The GLO shall post this Contract to the GLO's website. Subrecipient understands that the GLO will comply with the Texas Public Information Act (Texas Government Code Chapter 552, the "PIA"), as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas (the "Attorney General"). Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the PIA. In accordance with Section 2252.907 of the Texas Government Code, Subrecipient is required to make any information created or exchanged with the GLO or the State of Texas pursuant to the Contract, and not otherwise excepted from disclosure under the PIA, available to the GLO in portable document file (".pdf") format or any other format agreed upon between the Parties that is accessible by the public at no additional charge to the GLO or the State of Texas. By failing to mark any information that Subrecipient believes to be excepted from disclosure as "confidential" or a "trade secret," Subrecipient waives any and all claims it may make against the GLO for releasing such information without prior notice to Subrecipient. The Attorney General will ultimately determine whether any information may be withheld from release under the PIA. Subrecipient shall notify the GLO's Office of General Counsel within twenty-four (24) hours of receipt of any third-party written requests for information and forward a copy of said written requests to PIALegal@glo.texas.gov. If a request for information was not written, Subrecipient shall forward the third party's contact information to the above-designated e-mail address.

* This section does not apply to a contract with a "governmental entity" as defined in Texas Government Code Chapter 2251.

Docusign Envelope ID: 3AC24B35-88D5-4971-93BA-5208ED557980

36. The GLO does not tolerate any type of fraud. GLO policy promotes consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Subrecipient must report any possible fraud, waste, or abuse that occurs in connection with the Contract to the GLO in the manner prescribed by the GLO's website, https://www.glo.texas.gov.

37. If Subrecipient, in its performance of the Contract, has access to a state computer system or database, Subrecipient must complete a cybersecurity training program certified under Texas Government Code Section 2054.519, as selected by the GLO. Subrecipient must complete the cybersecurity training program during the initial term of the Contract and during any renewal period. Subrecipient must verify in writing to the GLO its completion of the cybersecurity training program.

38. Under Section 2155.0061, Texas Government Code, Subrecipient certifies that the entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.*

39. Subrecipient certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from Subrecipient's business. Subrecipient acknowledges that such a vaccine or recovery requirement would make Subrecipient ineligible for a state-funded contract.

40. Pursuant to Government Code Section 2275.0102, Subrecipient certifies that neither it nor its parent company, nor any affiliate of Subrecipient or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2275.0103, or (2) headquartered in any of those countries.*

41. If Subrecipient is required to make a verification pursuant to Section 2276.002 of the Texas Government Code, Subrecipient verifies that Subrecipient does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Subrecipient does not make that verification, Subrecipient must notify the GLO and state why the verification is not required.*

42. If Subrecipient is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Subrecipient verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a "firearm entity" or "firearm trade association" as those terms are defined in Texas Government Code section 2274.001 and (2) will not discriminate during the term of the Contract against a firearm entity or firearm trade association. If Subrecipient does not make that verification, Subrecipient must notify the GLO and state why the verification is not required.*

43. If Subrecipient is a "professional sports team" as defined by Texas Occupations Code Section 2004.002, Subrecipient will play the United States national anthem at the beginning of each team sporting event held at Subrecipient's home venue or other venue controlled by Subrecipient for the event. Failure to comply with this obligation constitutes a default of this Contract, and immediately subjects Subrecipient to the penalties for default, such as repayment of money received or ineligibility for additional money. In addition, Subrecipient

* This section does not apply to a contract with a "governmental entity" as defined in Texas Government Code Chapter 2251.

Docusign Envelope ID: 3AC24B35-88D5-4971-93BA-5208ED557980

may be debarred from contracting with the State. The GLO or the Attorney General may strictly enforce this provision.*

44. To the extent Section 552.371 of the Texas Government Code applies to Subrecipient and the Contract, in accordance with Section 552.372 of the Texas Government Code, Subrecipient must (a) preserve all contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO for the duration of the Contract, (b) no later than the tenth business day after the date of the GLO's request, provide to the GLO any contracting information related to the Contract that is in Subrecipient's custody or possession, and (c) on termination or expiration of the Contract, either (i) provide to the GLO at no cost all contracting information related to the Contract that is in Subrecipient's custody or possession or (ii) preserve the contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the Contract and Subrecipient agrees that the Contract may be terminated if Subrecipient knowingly or intentionally fails to comply with a requirement of that subchapter.*

45. If the Contract is for consulting services governed by Chapter 2254 of the Texas Government Code, Subrecipient, upon completion of the Contract, must give the GLO a compilation, in a digital medium agreed to by the Parties, of all documents, films, recordings, or reports Subrecipient compiled in connection with its performance under the Contract.*

46. If subject to 2 C.F.R. 200.216, Subrecipient shall not obligate or expend funding provided under this Contract to: (a) procure or obtain; (b) extend or renew a contract to procure or obtain; or (c) enter into a contract to procure or obtain covered telecommunications equipment or services, as described in Public Law 115-232, Section 889, including systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

47. To the extent Texas Government Code Chapter 2252, Subchapter G applies to the Contract, any iron or steel product Subrecipient uses in its performance of the Contract that is produced through a manufacturing process, as defined in Section 2252.201(2) of the Texas Government Code, must be produced in the United States.

48. If subject to 2 C.F.R. 200.217, Subrecipient shall not discharge, demote, or otherwise discriminate against an employee as a reprisal for lawfully disclosing information that the employee reasonably believes is evidence of gross mismanagement, waste, abuse of authority, a danger to public health or safety, or a violation of law related to a Federal contract or grant. Subrecipient shall inform its employees in writing of their whistleblower rights and protections under 41 U.S.C. 4712.

* This section does not apply to a contract with a "governmental entity" as defined in Texas Government Code Chapter 2251.

Docusign Envelope ID: 3AC24B35-88D5-4971-93BA-5208ED557980

NONEXCLUSIVE LIST OF APPLICABLE LAWS, RULES, AND REGULATIONS

If applicable to the Project, Subrecipient must be in compliance with the following laws, rules, and regulations, as may be amended or superseded over time, and any other state, federal, or local laws, rules, and regulations as may become applicable throughout the term of the Contract, and Subrecipient acknowledges that this list may not include all such applicable laws, rules, and regulations.

Subrecipient is deemed to have read and understands the requirements of each of the following, if applicable to the Project under this Contract:

GENERALLY

The Acts and Regulations specified in this Contract;

Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Division B, Subdivision 1 of the Bipartisan Budget Act of 2018) (Public Law 115-123);

The Housing and Community Development Act of 1974 (12 U.S.C. § 5301 *et seq.*);

The United States Housing Act of 1937, as amended, 42 U.S.C. § 1437f(o)(13) (2016) and related provisions governing Public Housing Authority project-based assistance, and implementing regulations at 24 C.F.R. Part 983 (2016);

Cash Management Improvement Act regulations (31 C.F.R. Part 205);

Community Development Block Grants (24 C.F.R. Part 570);

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Community Development Block Grant Disaster Recovery and Mitigation Implementation Manual; and

State of Texas CDBG Mitigation Action Plan, dated March 31, 2020, as may be amended.

CIVIL RIGHTS

Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d *et seq.*); 24 C.F.R. Part 1, "Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964";

Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. § 2000e, *et seq.*);

Title VIII of the Civil Rights Act of 1968, "The Fair Housing Act of 1968" (42 U.S.C. § 3601, *et seq.*), as amended;

Executive Order 11063, as amended by Executive Order 12259, and 24 C.F.R. Part 107, "Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063"; The failure or refusal of Subrecipient to comply with the requirements of Executive Order 11063 or 24 C.F.R. Part 107 shall be a proper basis for the imposition of sanctions specified in 24 C.F.R. 107.60;

The Age Discrimination Act of 1975 (42 U.S.C. § 6101, *et seq.*); and

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794.) and "Nondiscrimination Based

Docusign Envelope ID: 3AC24B35-88D5-4971-93BA-5208ED557980

on Handicap in Federally-Assisted Programs and Activities of the Department of Housing and Urban Development", 24 C.F.R. Part 8. By signing this Contract, Subrecipient understands and agrees that the activities funded shall be performed in accordance with 24 C.F.R. Part 8; and the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, *et seq.*), including the use of a telecommunications device for deaf persons (TDDs) or equally effective communication system.

LABOR STANDARDS

The Davis-Bacon Act, as amended (originally, 40 U.S.C. §§ 276a-276a-5 and re-codified at 40 U.S.C. §§ 3141-3148); 29 C.F.R. Part 5;

The Copeland "Anti-Kickback" Act (originally, 18 U.S.C. § 874 and re-codified at 40 U.S.C. § 3145): 29 C.F.R. Part 3;

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (originally, 40 U.S.C. §§ 327A and 330 and re-codified at 40 U.S.C. §§ 3701-3708);

Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act) (29 C.F.R. Part 5); and

Federal Executive Order 11246, as amended.

EMPLOYMENT OPPORTUNITIES

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u): 24 C.F.R. Part 75;

The Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212);

Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1688); and

Federal Executive Order 11246, as amended.

GRANT AND AUDIT STANDARDS

Single Audit Act Amendments of 1996, 31 U.S.C. § 7501;

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Uniform Grant and Contract Management Act (Texas Government Code Chapter 783) and the Uniform Grant Management Standards, issued by Governor's Office of Budget and Planning; and

Title 1 Texas Administrative Code § 5.167(c).

LEAD-BASED PAINT

Section 302 of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831(b)).

HISTORIC PROPERTIES

The National Historic Preservation Act of 1966 as amended (16 U.S.C. § 470, *et seq.*), particularly sections 106 and 110 (16 U.S.C. §§ 470 and 470h-2);

Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921), 3 C.F.R., 1971-1975 Comp., p. 559, particularly section 2(c);

Docusign Envelope ID: 3AC24B35-88D5-4971-93BA-5208ED557980

Federal historic preservation regulations as follows: 36 C.F.R. Part 800 with respect to HUD programs; and

The Reservoir Salvage Act of 1960, as amended by the Archeological and Historic Preservation Act of 1974 (16 U.S.C. § 469, *et seq.)*, particularly section 3 (16 U.S.C. § 469a-1).

ENVIRONMENTAL LAW AND AUTHORITIES

Environmental Review Procedures for Recipients assuming HUD Environmental Responsibilities (24 C.F.R. Part 58, as amended);

National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4347); and

Council for Environmental Quality Regulations for Implementing NEPA (40 C.F.R. Parts 1500-1508).

FLOODPLAIN MANAGEMENT AND WETLAND PROTECTION

Executive Order 11988, Floodplain Management, as amended by Executive Order 13690, February 4, 2015 (3 C.F.R., 2016 Comp., p. 268), as implemented in HUD regulations at 24 C.F.R. Part 55, particularly Section 2(e) of Executive Order 11988, as amended; and

Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961), 3 C.F.R., 1977 Comp., p. 121, as interpreted in HUD regulations at 24 C.F.R. Part 55, particularly Sections 2 and 5 of the Order.

COASTAL ZONE MANAGEMENT

The Coastal Zone Management Act of 1972 (16 U.S.C. § 1451, *et seq.*), as amended, particularly sections 307(c) and (d) (16 U.S.C. § 1456(c) and (d)).

SOLE SOURCE AQUIFERS

The Safe Drinking Water Act of 1974 (42 U.S.C. §§ 201, 300(f), *et seq.*, and 21 U.S.C. § 349) as amended; particularly section 1424(e)(42 U.S.C. § 300h-3(e)); and

Sole Source Aquifers (Environmental Protection Agency-40 C.F.R. part 149.).

ENDANGERED SPECIES

The Endangered Species Act of 1973 (16 U.S.C. § 1531, *et seq.*) as amended, particularly section 7 (16 U.S.C. § 1536).

WILD AND SCENIC RIVERS

The Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271, *et seq.*) as amended, particularly sections 7(b) and (c) (16 U.S.C. § 1278(b) and (c)).

AIR QUALITY

The Clean Air Act (42 U.S.C. § 7401, *et seq.*) as amended, particularly sections 176(c) and (d) (42 U.S.C. §7506(c) and (d)).

Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency-40 C.F.R. Parts 6, 51, and 93).

FARMLAND PROTECTION

Farmland Protection Policy Act of 1981 (7 U.S.C. § 4201, *et seq.*) particularly sections 1540(b)

Docusign Envelope ID: 3AC24B35-88D5-4971-93BA-5208ED557980

and 1541 (7 U.S.C. §§ 4201(b) and 4202); and

Farmland Protection Policy (Department of Agriculture-7 C.F.R. part 658).

HUD ENVIRONMENTAL STANDARDS

Applicable criteria and standards specified in HUD environmental regulations (24 C.F.R. Part 51)(other than the runway clear zone and clear zone notification requirement in 24 C.F.R. § 51.303(a)(3); and

HUD Notice 79-33, Policy Guidance to Address the Problems Posed by Toxic Chemicals and Radioactive Materials, September 10, 1979.

ENVIRONMENTAL JUSTICE

Executive Order 12898 of February 11, 1994—Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (59 FR 7629), 3 C.F.R., 1994 Comp. p. 859.

SUSPENSION AND DEBARMENT

Use of debarred, suspended, or ineligible contractors or subrecipients (24 C.F.R. § 570.609);

General HUD Program Requirements; Waivers (24 C.F.R. Part 5); and

Nonprocurement Suspension and Debarment (2 C.F.R. Part 2424).

ACQUISITION / RELOCATION

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601, *et seq.*), 24 C.F.R. Part 42, and 24 C.F.R. § 570.606.

FAITH-BASED ACTIVITIES

Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 FR 77141), as amended by Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships with Faith-Based and Other Neighborhood Organizations and HUD regulations at 24 C.F.R. 570.200(j).

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Docusign Envelope ID: 3AC24B35-88D5-4971-93BA-5208ED557980

SPECIAL CONDITIONS

If applicable to a Project or Activity, Subrecipient must comply with the following Special Conditions and any other State, Federal, or local laws, rules, and regulations as may be applicable, throughout the term of the Contract, prior to the release of any grant funds for the Projects or Activities anticipated.

Subrecipient is deemed to have read and to understand the requirements of each of the following, if applicable to the Project or any Activity under this Contract:

A. REIMBURSEMENT, GENERALLY

As provided for in Public Law 115-123, the Contract funds may not be used for activities that are eligible to be reimbursed by, or for which funds are made available by, (a) the Federal Emergency Management Agency (FEMA); (b) the Army Corps of Engineers (Corps); (c) any other federal funding source; or (d) covered by insurance, and Subrecipient shall ensure compliance with all such requirements.

B. NATIONAL FLOOD INSURANCE PROGRAM COMPLIANCE

1. Subrecipient must provide documentation which indicates they have received approval from the Texas Water Development Board (TWDB), the National Flood Insurance Program (NFIP) State Coordinating Agency, that appropriate ordinances or orders necessary for Subrecipient to be eligible to participate in the NFIP have been adopted.
2. When Activities specified in a Performance Statement involve structures that are located within Special Flood Hazard Areas (SFHA), flood insurance may be required. If required, Subrecipient shall obtain such insurance and shall maintain documentation evidencing compliance with such requirements.
3. Subrecipient acknowledges and agrees that if any property that is the subject of an Activity under this Contract is located within a floodplain, the following terms and conditions shall apply:
    a. Under the Flood Disaster Protection Act of 1973, as amended (42 U.S.C. 4001- 4128), Federal financial assistance for acquisition and construction purposes (including rehabilitation) may not be used in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, unless:
        i. The community in which the area is situated is participating in the National Flood Insurance Program ("NFIP"), or less than one (1) year has passed since the FEMA notification regarding such hazards; and
        ii. Where the community is participating in the NFIP, flood insurance protection is to be obtained as a condition of the approval of financial assistance to the property owner.
    b. Where the community is participating in the NFIP and the recipient provides financial assistance for acquisition or construction purposes (including rehabilitation) for property located in an area identified by FEMA as having special flood hazards, Subrecipient is responsible for ensuring that flood insurance under the NFIP is obtained and maintained.
    c. Under Section 582 of the National Flood Insurance Reform Act of 1994, 42 U.S.C. 5154a, HUD disaster assistance that is made available in a special flood hazard area may not be used to make a payment (including any loan assistance payment) to a person for repair, replacement, or restoration for flood damage to any personal, residential, or commercial property if:
        i. The person had previously received Federal flood disaster assistance conditioned on obtaining and maintaining flood insurance; and
        ii. The person failed to obtain and maintain flood insurance.

Docusign Envelope ID: 3AC24B35-88D5-4971-93BA-5208ED557980

d. Subrecipient understands and agrees that it has a responsibility to inform homeowners receiving disaster assistance that triggers the flood insurance purchase requirement of their statutory responsibility to notify any transferee of the requirement to obtain and maintain flood insurance, and that the transferring owner may be liable if he or she fails to do so.

C. PROJECT MAPPING/DESIGN INFORMATION

For construction projects, Subrecipient shall require and maintain copies, in written and/or digital format, of final Project record drawing(s) and engineering schematics, as constructed.

D. WATER SYSTEM IMPROVEMENTS

1. Prior to the GLO's release of funds for the construction of any water system improvements, Subrecipient shall provide certification to the GLO that plans, specifications, and related documents for the specified water system improvements have been prepared by the engineer selected for such activities, or the engineer's duly authorized representative, and that the review of such plans, specifications, and related documents meet the applicable Texas Commission on Environmental Quality (TCEQ) review requirements described in Title 30 of the Texas Administrative Code.
2. Prior to construction, Subrecipient shall provide documentation to the GLO that an approved new or amended Certificate of Convenience and Necessity (CCN), or the equivalent permit or authority for the area to be served, has been issued by the TCEQ.
3. Prior to Subrecipient submission of the Project Completion Report for any water system improvements described in Attachment A, Subrecipient shall provide a letter from the TCEQ that the constructed well is approved for interim use and may be temporarily placed into service pursuant to 30 Texas Administrative Code, Chapter 290—Rules and Regulations for Public Water Systems.

E. SEWER SYSTEM IMPROVEMENTS

Prior to the construction of any sewer system improvements described, Subrecipient shall provide certification that the plans, specifications, and related documents for the specified sewer system improvements have been prepared by the engineer selected for such activities, or the engineer's duly authorized representative and properly submitted to the Texas Commission on Environmental Quality (TCEQ) for review and approval in accordance with the administrative requirements of 30 TAC §217.6.

Further, prior to the construction of any sewer lines or additional service connections described in Attachment A, Subrecipient shall provide notification to the GLO of the start of construction on any sewer treatment plant or other system-related improvements included in this Contract.

F. WASTEWATER TREATMENT CONSTRUCTION

Prior to incurring costs for any wastewater treatment construction in Attachment A, Subrecipient shall provide documentation of an approved permit or amendment(s) to an existing permit for such activities from the TCEQ's Water Quality Division.

In addition, Subrecipient shall provide documentation to the GLO that an approved new or amended Certificate of Convenience and Necessity (CCN), or equivalent permit or authority for the area to be served, has been issued by the TCEQ as required by 16 Texas Administrative Code Chapter 24, Subchapter H.

Docusign Envelope ID: 3AC24B35-88D5-4971-93BA-5208ED557980

G. ON-SITE SEWAGE FACILITIES (OSSF) IMPROVEMENTS

1. Subrecipient shall provide documentation that final plans, specifications, and installation of its OSSF improvements have been reviewed and approved by the City or County Health Department through authority granted by the TCEQ.
2. Subrecipient shall mitigate all existing OSSF in accordance with 30 Texas Administrative Code Chapter 285, Subchapter D, §285.36(b).
3. Prior to the selection of program recipients for proposed OSSF, Subrecipient shall provide a copy of its proposed program guidelines to for GLO review. All proposed OSSF programs must meet or exceed guidelines set forth in 30 Texas Administrative Code Chapter 285, Subchapter D.

H. BUILDING CONSTRUCTION

Subrecipient shall provide documentation that the construction of a new building and facilities are in compliance with the Texas Accessibility Standards (TAS) adopted under the Architectural Barriers Act, Chapter 469, Texas Government Code, and the Texas Department of Licensing and Regulation (TDLR) Architectural Barriers Administrative Rules, 16 Texas Administrative Code, Chapter 68. If estimated construction costs exceed Fifty Thousand Dollars ($50,000.00), Construction Documents must be submitted to the TDLR for an accessibility plan review.

I. BRIDGE CONSTRUCTION/REHABILITATION

Subrecipient shall use the minimum design requirements of the Texas Department of Transportation (TxDOT) for bridge construction/rehabilitation. Final plans and specifications must be submitted to TxDOT for review and approval prior to the start of construction in accordance with Transportation Code Section 201.084, and documentation of such approval must be provided to the GLO.

J. DISASTER SHELTERS

Subrecipient shall ensure that the primary purpose of the facility, as described in Attachment A, is to serve as a disaster shelter, and shall ensure the facility is operated at all times in a manner that ensures that the priority use is to serve as a disaster shelter regardless of any other scheduled uses or commitments that existed at the time of the disaster or emergency situation. In addition, Subrecipient shall prepare or be incorporated into an approved emergency management plan, as prescribed by the Texas Division of Emergency Management, identifying the shelter as a facility that provides short-term lodging for evacuees during and immediately after an emergency situation. Subrecipient shall submit a copy of Subrecipient's Emergency Management Plan Annex for Shelter and Mass Care to the GLO.

K. DEBRIS REMOVAL

Subrecipient shall ensure that any debris to be removed consists primarily of vegetation, construction and demolition materials from damaged or destroyed structures, and personal property. Only debris identified as the responsibility of the local jurisdiction will be eligible for the reimbursement of cost of removal.

Prior to beginning debris collection operations, Subrecipient shall address all pertinent environmental concerns, adhere to all applicable regulations, and obtain all required permits. Further, Subrecipient shall adhere to the methods described herein for the collection and storage of debris prior to proper disposal.

While construction and demolition debris may be collected and disposed of at an appropriately rated landfill, woody and/or vegetative debris must be stored prior to disposal by use of temporary debris storage and reduction sites (TDSR). Subrecipient will prepare and operate the TDSR sites, or local jurisdictions choosing to conduct their own debris operations may review Chapter 7 of the FEMA

Docusign Envelope ID: 3AC24B35-88D5-4971-93BA-5208ED557980

Debris Management Guide, as amended, regarding the use of TDSR sites. This document may be obtained at FEMA Debris Monitoring Guide.

In order to maintain the life expectancy of landfills, Subrecipients disposing of woody and/or vegetative debris must choose burning, chipping, or grinding as the method of disposal. Any project disposing of woody and/or vegetative debris must be approved in writing by the GLO.

L. USE OF BONDS

Subrecipient must notify the GLO of its issuance and sale of bonds for completion of the project funded under this Contract.

M. PROGRAM GUIDELINES

Prior to the selection of program beneficiaries, Subrecipient shall provide to the GLO, for GLO review and approval, a copy of its proposed guidelines for the program. The guidelines must meet or exceed to requirements in the Federal Registers. The guidelines must include provisions for compliance with the Federal Fire Prevention and Control Act of 1974 (which requires that any housing unit rehabilitated with grant funds be protected by a hard-wired or battery-operated smoke detector) and provisions for compliance with 24 CFR 35 (HUD lead-based paint regulation).

N. AFFORDABILITY PERIODS FOR SINGLE-FAMILY HOUSING REHABILITATION, RECONSTRUCTION, OR NEW CONSTRUCTION ASSISTANCE

For single-family non-rental housing assistance provided by Subrecipient, Subrecipient shall implement a minimum* three-year affordability period during which the homeowner must occupy the home as a principal place of residence, guaranteed by an unsecured forgivable promissory note.

O. UNSECURED FORGIVABLE PROMISSORY NOTE ("NOTE")

Housing rehabilitation or reconstruction assistance provided by Subrecipient shall be in the form of a three-year unsecured forgivable promissory note at an interest rate of zero-percent (0%). Provided that all terms and conditions contained in the Note continue to be fulfilled, a Note will be forgiven according to the following terms, as applicable, until the applicant fulfills their note requirement (the requirements are defined in the promissory note document): at a rate of 33 percent per year for the first two years, and 34 percent after the third year.

1. If the homeowner occupies the home for the full three-year term, the Note expires and no repayment is required, nor will any conditions be imposed relative to the disposition of the property. If any of the terms and conditions under which the assistance was provided are breached or if the property is sold, leased, transferred or vacated by the homeowner for any consecutive thirty (30) day period during the Note term, the repayment provisions of the Note shall be enforced.
2. If, during the Note term, the homeowner vacates the unit for any consecutive thirty (30) day period, the locality may forgive, as evidenced by the program director, city council, or commissioner court action, the remaining loan balance. Prior to forgiveness of all or any portion of the assistance provided, the request for forgiveness must be approved by the local governing body and be based on documented and justifiable conditions or circumstances that would result in an unnecessary hardship to the homeowner and, in the case of a limited clientele project, the determination that the national objective of benefiting low to moderate-income persons was met.
3. For a limited clientele project, the national objective will be considered met only when the program director, city council, or county commissioners court determines that a low- to

* Subrecipient may establish a longer affordability period at its own discretion.

Docusign Envelope ID: 3AC24B35-88D5-4971-93BA-5208ED557980

moderate-income person has occupied the rehabilitated or reconstructed home for a time sufficient to meet the national objective. If the national objective was not achieved, Subrecipient is liable for repayment of an amount equal to the difference in the appraised value of the home prior to reconstruction and the sales price when the home is sold during the term of the forgivable Note.

4. If property assisted under a limited clientele project is sold or transferred to a person other than an eligible LMI person, the remaining pro-rated balance of the Note must be repaid by Subrecipient from the sales proceeds. Notwithstanding the preceding, Subrecipient shall be held liable for any balance remaining over and above the sales proceeds. In all instances, upon completion of the Note or repayment of the assistance (in full or in part), Subrecipient shall prepare and record a release of lien document in the land records of the applicable county.
5. Monitoring of the Note is required both during and after the grant is closed. Subrecipient must utilize non-CDBG funds to fulfill the monitoring obligations for its impacted recovered community.
6. Subrecipient will maintain a list of homeowners that do not maintain flood insurance as documented in their promissory note. These applicants will not be allowed to receive future assistance as outlined in Section B of this document.

P. RENTAL HOUSING REHABILITATION, RECONSTRUCTION, OR NEW CONSTRUCTION ASSISTANCE

Rental housing rehabilitation, reconstruction, or new construction assistance will be provided in the form of a forgivable loan at zero interest or grant dependent on the applicable Federal Register notice, Action Plan, or Housing Guidelines. Provided all terms and conditions under which the assistance was provided are fulfilled by the applicant developer, the repayment of the loan or grant will be forgiven.

The purpose of the program is to facilitate the rehabilitation, reconstruction, and/or new construction of affordable rental housing needs within the service area of a disaster event in order to increase resilience to disasters and reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship, by lessening the impact of future disasters. Dependent on the applicable Federal Register notice, Action Plan, or Housing Guidelines, a minimum of 51% of the multi-family units must be restricted during the affordability period of either fifteen (15) years (for rehabilitation/reconstruction) or twenty (20) years (for new construction) for low to moderate income (LMI) persons. The rents, at a minimum, must comply with High HOME Investment Partnership (HOME) Rents and other existing Land Use Restriction Agreement (LURA) restrictions if applicable. HOME rent limits are defined by HUD and published on an annual basis with adjustments for family size.

Q. COASTAL MANAGEMENT

Subrecipient acknowledges and agrees that any Project that may impact a Coastal Natural Resource Area must be consistent with the goals and policies of the Texas Coastal Management Program as described in 31 Texas Administrative Code, Part 16, Chapter 501.

GLO Community Development and Revitalization
Monthly Activity Status Report

Subrecipient must provide monthly Activity status reporting for all sites identified in the Performance Statement (**Attachment A**) and relevant to the milestones therein. The Monthly Activity Status Report is due the fifth day of the month following the reporting period for the duration of the Contract. Submit the report using the Texas Integrated Grant Reporting system upload for Monthly Activity Status Reporting.

Subrecipient: _____

Contract Number: _____

Preparer Name: _____ Contact Information: _____

Reporting Period (Month/ Year): _____

Project Title: _____

Project Milestone Phase	Att. A Budget Gates/Milestones		TIGR Milestone (Pending or Complete)	On Schedule? (If no, describe improvement plan below.)
	Budget Category	Budget Allowance		
Start-Up Documentation	PD-GA Funds	0-15%		
Engineering NTP	Eng Funds	0-30%		
Environmental NTP	PD-GA Funds	15.01-30%		
	PD-Env Funds	0-30%		
Engineering Design	Eng Funds	30.01-60%		
Completion of Special Env Svcs	PD-Special Env Funds	100%		
Authority to Use Grant Funds	PD-GA Funds	30.01-50%		
	PD-Env Funds	30.01-100%		
Acquisition (if applicable)	Acq Funds	100%		
Bid Advertisement	PD-GA Funds	50.01-60%		
	Eng Funds	60.01-70%		
Contract Award and Construction	PD-GA Funds	60.01-85%		
	Eng Funds	70.01-85%		
	Construction Funds	0-95%		
Construction Activity Completion	PD-GA Funds	85.01-95%		
	Eng Funds	85.01-100%		
	Construction Funds	95.01-100%		
Planning NTP	Planning Funds	0-95%		
Planning Completion	Planning Funds	95.01-100%		
Contract Closeout	PD-GA Funds	95.01-100%		

Project Status Concerns (provide notes or information relevant to the overall contract.):

Budget Status:	Total Budget	Total Expended	Balance	% Expended (Total Expended/Total Budget)
PD-GA Funds				
PD-Env Funds				
PD-Special Env Funds				
Eng Funds				
Acq Funds				
Construction Funds				
Planning Funds				
Totals:				

Docusign Envelope ID: 3AC24B35-88D5-4971-93BA-5208ED557980

GLO Information Security Appendix

1. Definitions

"Breach of Security" means any unauthorized access of computerized data that compromises the security, confidentiality, or integrity of GLO Data that is in the possession and/or control of Subrecipient (or any entity with which Subrecipient shares GLO Data as authorized herein) including data that is encrypted if the person accessing the data has the key required to decrypt the data, or a loss of control, compromise, unauthorized disclosure or access, failure to physically secure GLO Data or when unauthorized users access PII or SPI for an unauthorized purposes. The term encompasses both suspected and confirmed incidents involving GLO Data which raise a reasonable risk of harm to the GLO or an individual. A Breach of Security occurs regardless of whether caused by a negligent or intentional act or omission on part of Subrecipient and/or aforementioned entities.

"GLO Data" means any data or information, which includes PII and/or SPI as defined below, collected, maintained, and created by the GLO, for the purpose of providing disaster assistance to an individual, that Subrecipient obtains, accesses (via records, systems, or otherwise), receives (from the GLO or on behalf of the GLO), or uses in the performance of the Contract or any documents related thereto. GLO Data does not include other information that is lawfully made available to Subrecipient through other sources.

"Personal Identifying Information" or "PII" means information that alone, or in conjunction with other information, identifies an individual as defined at Tex. Bus. & Com Code Section 521.002(a)(1).

"Sensitive Personal Information" or "SPI" means the personal information identifying an individual as defined at Tex. Bus. & Com. Code Section 521.002(a)(2).

All defined terms found in the Contract shall have the same force and effect, regardless of capitalization.

2. Security and Privacy Compliance

2.1. Subrecipient shall keep all GLO Data received under the Contract and any documents related thereto strictly confidential.

2.2. Subrecipient shall comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations.

2.3. Subrecipient shall implement administrative, physical, and technical safeguards to protect GLO Data that are no less rigorous than accepted industry practices including, without limitation, the guidelines in the National Institute of Standards and Technology ("NIST") Cybersecurity Framework Version 1.1. All such safeguards shall comply with applicable data protection and privacy laws.

2.4. Subrecipient will legally bind any contractor(s)/subcontractor(s) to the same requirements stated herein and obligations stipulated in the Contract and documents related thereto. Subrecipient shall ensure that the requirements stated herein are imposed on any contractor/subcontractor of Subrecipient's subcontractor(s).

Docusign Envelope ID: 3AC24B35-88D5-4971-93BA-5208ED557980

2.5. With the exception of contractors and subcontractors as they are addressed in Section 2.4, Subrecipient will not share GLO Data with any third parties, except as necessary for Subrecipient's performance under the Contract and upon the express written consent of the GLO's Information Security Officer or his/her authorized designee.

2.6. Subrecipient will ensure that initial privacy and security training, and annual training, thereafter, is completed by its employees or contractor/subcontractors that have access to GLO Data or who create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle PII and/or SPI on behalf of the GLO. Subrecipient shall maintain and, upon request, provide documentation of training completion.

2.7 Any GLO Data maintained or stored by Subrecipient or any contractor/subcontractor must be stored on servers or other hardware located within the physical borders of the United States and shall not be accessed outside of the United States.

2.8 Subrecipient shall require that all individuals allowed to access GLO Data pursuant to this Contract sign a confidentiality and non-disclosure agreement ("NDA") before being given access to GLO Data. At a minimum, the NDA shall inform all individuals of the confidential nature of the GLO Data, the security and non-disclosure requirements of this Contract, and the potential criminal penalties and civil remedies specified in federal and state laws that may result from the unauthorized disclosure of GLO Data. The NDA shall require all individuals to acknowledge that the GLO or the United States government, including the U.S. Department of Housing and Urban Development, will seek any remedy available, including all administrative, disciplinary, civil, or criminal action(s) or penalties, as appropriate, for any unauthorized disclosure of GLO Data. Subrecipient shall provide the GLO copies of any and all NDAs upon request or demand by the GLO.

2.9 Subrecipient shall only use GLO Data for the purposes of administering the Project(s).

3. Data Ownership

3.1. The GLO shall retain full ownership of all GLO Data, which includes PII and/or SPI, disclosed to Subrecipient or to which Subrecipient otherwise gains access by operation of the Contract or any agreement related thereto.

3.2. If, at any time during the term of the Contract or upon termination of the Contract, whichever occurs first, any part of the GLO Data, in any form, provided to Subrecipient ceases to be necessary for Subrecipient's performance under the Contract, Subrecipient shall within fourteen (14) days thereafter securely return such GLO Data to the GLO, or, at the GLO's written request, destroy, uninstall, and/or remove all copies of data in Subrecipient's possession or control and certify to the GLO that such tasks have been completed. Subrecipient shall provide certification of such destruction of GLO Data. If such return is infeasible, as mutually determined by the GLO and Subrecipient, the obligations set forth in this Attachment, with respect to GLO Data, shall survive termination of the Contract and Subrecipient shall prohibit any further use and disclosure of GLO Data.

Docusign Envelope ID: 3AC24B35-88D5-4971-93BA-5208ED557980

4. Data Mining

4.1. Subrecipient shall not use GLO Data for unrelated commercial purposes, advertising or advertising-related services, or for any other purpose not explicitly authorized by the GLO in this Contract.

4.2. Subrecipient shall take all reasonable physical, technical, administrative, and procedural measures to ensure that no unauthorized use or access of GLO Data occurs.

5. Breach of Security

5.1. Subrecipient shall provide the GLO with the name and contact information for an employee of Subrecipient which shall serve as the GLO's primary security contact.

5.2. Upon Subrecipient's discovery of a Breach of Security or suspected Breach of Security, Subrecipient shall notify the GLO as soon as possible, but no later than 24 hours after discovery of the Breach of Security or suspected Breach of Security. Within 72 hours, Subrecipient shall provide to the GLO, at minimum, a written preliminary report regarding the Breach or suspected Breach to the GLO with root cause analysis including a log detailing the data affected.

5.3. Subrecipient shall submit the initial notification and preliminary report to the GLO Information Security Officer at informationsecurity@glo.texas.gov.

5.4. Subrecipient shall take all reasonable steps to immediately remedy a Breach of Security and prevent any further Breach of Security.

5.5. Subrecipient shall not inform any third party of any Breach of Security or suspected Breach of Security without first obtaining GLO's prior written consent unless such action is required by law or is limited to third party personnel that have a need to know for the sole purpose of containing or remediating the Breach of Security or suspected Breach of Security. However, while a third party may be informed of the Breach or suspected Breach for the sole purpose of containing or remediating it, no GLO Data shall be shared with such third party unless express written permission is obtained from the GLO in accordance with Section 2.5. Subrecipient will legally bind such third party to the same requirements stated herein and obligations stipulated in the Contract and documents related thereto as soon as practicable upon securing such third party to contain or remediate the Breach of Security or suspected Breach of Security.

5.6. Notwithstanding the remedies provided in the Contract, if a Breach of Security includes SPI, Subrecipient shall, at the discretion of the GLO, notify affected individuals of such Breach and provide affected individuals complimentary access to one (1) year of credit monitoring services.

6. Right to Audit

6.1 Upon the GLO's request and to confirm Subrecipient's compliance with this Attachment, Subrecipient grants the GLO, or a GLO-contracted vendor, permission to perform an assessment, audit, examination, investigation, or review of all controls in Subrecipient's, or Subrecipient's contractor/subcontractor's, physical and/or technical environment in relation to GLO Data. Subrecipient shall fully cooperate with such assessment by providing access to knowledgeable personnel, physical premises,

Docusign Envelope ID: 3AC24B35-88D5-4971-93BA-5208ED557980

documentation, infrastructure and application software that stores, processes, or transports GLO Data. In lieu of a GLO-conducted assessment, audit, examination, investigation, or review, Subrecipient may supply, upon GLO approval, the following reports: SSAE18, ISO/ICE 27001 Certification, FedRAMP Certification, and PCI Compliance Report. Subrecipient shall ensure that this clause concerning the GLO's authority to assess, audit, examine, investigate, or review is included in any contract/subcontract that Subrecipient awards.

6.2 At the GLO's request, Subrecipient shall promptly and accurately complete a written information security questionnaire provided by the GLO regarding Subrecipient's business practices and information technology environment in relation to GLO Data and the GLO shall consider such information to be confidential to the extent allowed by law.

Docusign Envelope ID: 3AC24B35-88D5-4971-93BA-5208ED557980

CONTRACT REPORTING TEMPLATE

Subrecipients are to use this template to summarize all procured contracts, including those procured by Subrecipient or its subawardees. Definitions of each field can be found below. Monthly, Subrecipient shall update and upload this template in the TIGR system or provide to the GLO in a format specified by the GLO Grant Manager.

Data Fields:

Subrecipient	Enter Subrecipient name.
Contract Number	Enter Contract number.
Date Updated	Enter date template last updated.
A. Contractor Name	Enter name of Contracted Party
B. UEID Number	Enter Uniform Entity Identifier (UEID) number of the Contractor. Note: Entering the UEI into this template does not fulfill the requirement for grantees to enter UEI number into the DRGR Action Plan at the activity level. Refer to the Notice published July 11, 2014 and additional published guidance on this separate requirement.
C. Procured by	Enter name of entity that procured Contract - HUD grantee (state or local government), partner agency, a subrecipient of a state or local government, or a recipient of a state government.
D. Contract Execution Date	Enter date the Contract was executed.
E. Contract End Date	Enter date the Contract will expire.
F. Total Contract Amount	Enter total amount of executed Contract.
G. Amount of CDBG-MIT Funds	Enter amount of CDBG-MIT funds from this grant used to fund the Contract.
H. Brief Description of Contract	Enter a brief, one sentence description of the purpose of the Contract.

Docusign Envelope ID: 3AC24B35-88D5-4971-93BA-5208ED557980

Contract Reporting Template

Subrecipient:	
GLO Contract Number:	
Date Updated:	

A. Contractor Name	B. Unique Entity Identifier Number (UEID)	C. Procured By	D. Contract Execution Date	E. Contract End Date	F. Total Contract Amount	G. Amount of CDBG-MIT Funds	H. Brief Description of Contract
Example: South Texas Landscaping, INC	XXXXXXXXXXX	State of Texas	6/15/2013	6/15/2014	$3,500,000	$3,000,000	Long term recovery from wildfires of 2011 - Drainage Projects

docusign

Certificate Of Completion

Envelope Id: 3AC24B35-88D5-4971-93BA-5208ED557980
Subject: $4.7M Contract: 24-065-152-F011 - Calhoun County (Texas GLO)
Source Envelope:
Document Pages: 83
Certificate Pages: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Signatures: 0
Initials: 6

Status: Sent

Envelope Originator:
Amy Navarro
1700 Congress Ave
Austin, TX 78701
Amy.Navarro@glo.texas.gov
IP Address: 68.253.135.199

Record Tracking

Status: Original
4/14/2025 1:53:43 PM

Holder: Amy Navarro
Amy.Navarro@glo.texas.gov

Location: DocuSign

Signer Events	Signature	Timestamp
Ginger Mills Ginger.Mills@glo.texas.gov Director, CDR Legal Services Texas General Land Office, Office of General Counsel Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DS gm Signature Adoption: Pre-selected Style Using IP Address: 204.65.210.193	Sent: 4/15/2025 10:25:47 AM Viewed: 4/15/2025 11:46:38 AM Signed: 4/15/2025 11:50:17 AM
Crystal Thomas crystal.thomas.glo@recovery.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DS CT Signature Adoption: Pre-selected Style Using IP Address: 204.65.210.243	Sent: 4/15/2025 11:50:22 AM Viewed: 4/15/2025 12:51:22 PM Signed: 4/15/2025 12:51:32 PM
Heather Lagrone heather.lagrone.glo@recovery.texas.gov Sr Dep director Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DS HL Signature Adoption: Pre-selected Style Using IP Address: 12.74.54.85 Signed using mobile	Sent: 4/15/2025 12:51:44 PM Viewed: 4/15/2025 4:40:50 PM Signed: 4/15/2025 4:41:02 PM
Marc Barenblat marc.barenblat@glo.texas.gov Deputy General Counsel Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DS MB Signature Adoption: Pre-selected Style Using IP Address: 204.65.210.238	Sent: 4/15/2025 4:41:07 PM Viewed: 4/16/2025 9:13:45 AM Signed: 4/16/2025 9:28:21 AM

Signer Events	Signature	Timestamp
Jeff Gordon jeff.gordon@glo.texas.gov General Counsel Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	 Signature Adoption: Pre-selected Style Using IP Address: 204.65.210.197	Sent: 4/16/2025 9:28:28 AM Viewed: 4/16/2025 10:02:06 AM Signed: 4/16/2025 10:04:00 AM
Adrian Piloto adrian.piloto@glo.texas.gov Senior Deputy Director Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	 Signature Adoption: Pre-selected Style Using IP Address: 174.244.87.151	Sent: 4/16/2025 10:04:07 AM Viewed: 4/21/2025 8:10:32 AM Signed: 4/21/2025 8:11:30 AM
Vern Lyssy vern.lyssy@calhouncotx.org Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		Sent: 4/21/2025 8:11:38 AM
Jennifer G. Jones jennifer.jones@glo.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
BSO Team bsorequests@recovery.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 4/14/2025 2:39:23 PM
Joseph Cardona joseph.cardona@glo.texas.gov Team Lead/Contract Manager Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:**	COPIED	Sent: 4/14/2025 2:39:23 PM Resent: 4/15/2025 10:25:46 AM

Carbon Copy Events	Status	Timestamp
Not Offered via Docusign		
Drafting Requests draftingrequests@GLO.TEXAS.GOV Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 4/14/2025 2:39:24 PM
Kelly McBride kelly.mcbride@glo.texas.gov Director of CMD Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 4/14/2025 2:39:24 PM
Lance White lance.white@glo.texas.gov Manager, Contracts Management Division Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 4/14/2025 2:39:24 PM
Amy Navarro amy.navarro@glo.texas.gov Contract Specialist IV Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 4/14/2025 2:39:24 PM
Mahsa Azadi Mahsa.Azadi@glo.texas.gov Manager, Federal Procurement Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 4/14/2025 2:39:24 PM
Matthew Anderson matthew.anderson@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 4/15/2025 11:50:22 AM
Accounting Team DR.SystemAccess@glo.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 4/15/2025 11:50:22 AM

Carbon Copy Events	Status	Timestamp
Esmeralda Sanchez Esmeralda.Sanchez.glo@recovery.texas.gov Manager Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 4/15/2025 11:50:23 AM
David Hall David.Hall@calhouncotx.org Commissioner Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 4/21/2025 8:11:36 AM Viewed: 4/21/2025 8:15:50 AM
Katy Sellers katy@ksbr-llc.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 4/21/2025 8:11:37 AM
Garrett Purcell Garrett.Purcell@glo.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
HUB HUB@glo.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Pamela Mathews pamela.mathews.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Ryne Zmolik ryne.zmolik.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Michelle Esper-Martin michelle.espermartin.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

Carbon Copy Events	Status	Timestamp
Jeana Bores jeana.bores.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Jacob Geray jacob.geray.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Nichole Gee nichole.gee.ctr@recovery.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Kassandra Burnias kassandra.burnias.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Veronica Molina veronica.molina.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Brian Pettit brian.pettit.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/14/2025 2:39:25 PM
Envelope Updated	Security Checked	4/15/2025 10:25:46 AM
Envelope Updated	Security Checked	4/15/2025 10:25:46 AM
Envelope Updated	Security Checked	4/15/2025 10:25:46 AM

Payment Events	Status	Timestamps

19

19. Consider and take necessary action to accept an anonymous donation in the amount of $300.00 to be deposit in the Calhoun County Historical Commission Funds for the purchase of signs. (VLL)

Commissioner Hall suggested getting three local bids for the signs.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Gary Reese, Commissioner Pct 4
SECONDER:	Joel Behrens, Commissioner Pct 3
AYES:	Judge Lyssy, Commissioner Hall, Behrens, Reese

[redacted]

1446

88-2316/1131
01

DATE 4-29-25

PAY TO THE ORDER OF Calhoun County

$ 300^00

Three hundred and no/100 DOLLARS

FIRST NATIONAL BANK
in Port Lavaca
P.O. Drawer 7, Port Lavaca, Texas 77979
www.fnbportlavaca.com

FOR historical commission

[redacted]

[redacted]

20

20. Consider and take necessary action to approve the pay by invoice method with Amazon.com ($50,000.00 limit) for Calhoun County EMS. (VLL)

    No action taken

Debbie Vickery

From: Dustin.Jenkins@calhouncotx.org (Dustin Jenkins) <Dustin.Jenkins@calhouncotx.org>
Sent: Thursday, April 24, 2025 10:00 AM
To: vern lyssy
Cc: Debbie Vickery
Subject: Commissioners Court Agenda Item for 5/30/2025

Judge Lyssy,

I believe I need to get an agenda item on Commissioners Court for next week 5/30/2025 regarding the Amazon line of credit/pay by invoice feature with Amazon. I am not sure exactly how to word the agenda item due to the "pay by invoice" feature already being active with Amazon. Also, after the meeting on Tuesday, I did talk to everyone here that has access to Amazon to let them know not to use the pay by invoice feature until further notice. Please feel free to correct the following if needed and let me know if there is anything further to which I may need to address.

Consider and take necessary action to approve the pay by invoice method with Amazon.com ($50,000.00 limit) for Calhoun County EMS.

Very Respectfully,

J. Dustin Jenkins, DMin, MBA, LP
Director of Emergency Medical Services
705 Henry Barber Way
Calhoun County, TX
dustin.jenkins@calhouncotx.org
(361) 571-0014

Calhoun County Texas

21

21. Consider and take necessary action on budget adjustments. (VLL)

2025	
RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Gary Reese, Commissioner Pct 4
SECONDER:	Joel Behrens, Commissioner Pct 3
AYES:	Judge Lyssy, Commissioner Hall, Behrens, Reese

COMMISSIONERS' COURT BUDGET ADJUSTMENT APPROVAL LIST

HEARING DATE: Wednesday, April 30, 2025 **HEARING TYPE: REGULAR** **BUDGET YEAR: 2025**

FUND NAME GENERAL FUND *FUND NO: 1000*

DEPARTMENT NAME: ELECTIONS DEPARTMENT NO: 270

AMENDMENT NO: 7045	*REQUESTOR: ELECTIONS*
AMENDMENT REASON:	**LINE ITEM TRANSFER**

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE (DECREASE)
51540	TEMPORARY	999	NO GRANT	$0	$0	$3,000	$0	($3,000)
51550	ELECTION JUDGES & CLERK	999	NO GRANT	$0	$0	$0	$3,000	$3,000
			AMENDMENT NO 7045 TOTAL	**$0**	**$0**	**$3,000**	**$3,000**	**$0**
			ELECTIONS TOTAL	**$0**	**$0**	**$3,000**	**$3,000**	**$0**

DEPARTMENT NAME: EMERGENCY COMMUNICATION DIVISION DEPARTMENT NO: 635

AMENDMENT NO: 7047	*REQUESTOR: COUNTY AUDITOR/OVERDRAWN*
AMENDMENT REASON:	**OVERDRAWN ACCOUNTS**

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE (DECREASE)
51700	MEAL ALLOWANCE	999	NO GRANT	$0	$0	$0	$550	$550
51940	WORKMENS COMPENSATION	999	NO GRANT	$0	$0	$550	$0	($550)
			AMENDMENT NO 7047 TOTAL	**$0**	**$0**	**$550**	**$550**	**$0**
			EMERGENCY COMMUNICATION DIVISION TOTAL	**$0**	**$0**	**$550**	**$550**	**$0**

DEPARTMENT NAME: EMERGENCY MANAGEMENT DEPARTMENT NO: 630

AMENDMENT NO: 7047	*REQUESTOR: COUNTY AUDITOR/OVERDRAWN*
AMENDMENT REASON:	**OVERDRAWN ACCOUNTS**

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE (DECREASE)

COMMISSIONERS' COURT BUDGET ADJUSTMENT APPROVAL LIST

HEARING DATE: Wednesday, April 30, 2025 **HEARING TYPE: REGULAR** **BUDGET YEAR: 2025**

FUND NAME GENERAL FUND ***FUND NO: 1000***

DEPARTMENT NAME: EMERGENCY MANAGEMENT DEPARTMENT NO: 630

AMENDMENT NO: 7047	***REQUESTOR: COUNTY AUDITOR/OVERDRAWN***

AMENDMENT REASON:	**OVERDRAWN ACCOUNTS**

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE (DECREASE)
51940	WORKMENS COMPENSATION	999	NO GRANT	$0	$0	$370	$0	($370)
66316	TRAINING TRAVEL OUT OF COUNTY	999	NO GRANT	$0	$0	$0	$370	$370
			AMENDMENT NO 7047 TOTAL	**$0**	**$0**	**$370**	**$370**	**$0**
			EMERGENCY MANAGEMENT TOTAL	**$0**	**$0**	**$370**	**$370**	**$0**

DEPARTMENT NAME: INFORMATION TECHNOLOGY DEPARTMENT NO: 275

AMENDMENT NO: 7047	***REQUESTOR: COUNTY AUDITOR/OVERDRAWN***

AMENDMENT REASON:	**OVERDRAWN ACCOUNTS**

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE (DECREASE)
51540	TEMPORARY	999	NO GRANT	$0	$0	$0	$126	$126
51740	VACATION PAY ON TERMINATION	999	NO GRANT	$0	$0	$126	$0	($126)
			AMENDMENT NO 7047 TOTAL	**$0**	**$0**	**$126**	**$126**	**$0**
			INFORMATION TECHNOLOGY TOTAL	**$0**	**$0**	**$126**	**$126**	**$0**

DEPARTMENT NAME: JUSTICE OF PEACE-PRECINCT #3 DEPARTMENT NO: 470

AMENDMENT NO: 7047	***REQUESTOR: COUNTY AUDITOR/OVERDRAWN***

AMENDMENT REASON:	**OVERDRAWN ACCOUNTS**

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE (DECREASE)

COMMISSIONERS' COURT BUDGET ADJUSTMENT APPROVAL LIST

HEARING DATE: Wednesday, April 30, 2025 **HEARING TYPE: REGULAR** **BUDGET YEAR: 2025**

FUND NAME GENERAL FUND *FUND NO: 1000*

DEPARTMENT NAME: JUSTICE OF PEACE-PRECINCT #3 DEPARTMENT NO: 470

AMENDMENT NO: 7047	*REQUESTOR: COUNTY AUDITOR/OVERDRAWN*

AMENDMENT REASON:	OVERDRAWN ACCOUNTS

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE (DECREASE)
66314	TRAINING TRAVEL	999	NO GRANT	$0	$0	$100	$0	($100)
66316	TRAINING TRAVEL OUT OF COUNTY	999	NO GRANT	$0	$0	$0	$100	$100
			AMENDMENT NO 7047 TOTAL	**$0**	**$0**	**$100**	**$100**	**$0**
			JUSTICE OF PEACE-PRECINCT #3 TOTAL	**$0**	**$0**	**$100**	**$100**	**$0**

DEPARTMENT NAME: LIBRARY DEPARTMENT NO: 140

AMENDMENT NO: 7047	*REQUESTOR: COUNTY AUDITOR/OVERDRAWN*

AMENDMENT REASON:	OVERDRAWN ACCOUNTS

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE (DECREASE)
51545	PART-TIME EMPLOYEES	999	NO GRANT	$0	$0	$0	$5	$5
51630	COMP TIME PAY	999	NO GRANT	$0	$0	$5	$0	($5)
			AMENDMENT NO 7047 TOTAL	**$0**	**$0**	**$5**	**$5**	**$0**
			LIBRARY TOTAL	**$0**	**$0**	**$5**	**$5**	**$0**

DEPARTMENT NAME: ROAD AND BRIDGE-PRECINCT #3 DEPARTMENT NO: 560

AMENDMENT NO: 7047	*REQUESTOR: COUNTY AUDITOR/OVERDRAWN*

AMENDMENT REASON:	OVERDRAWN ACCOUNTS

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE (DECREASE)

COMMISSIONERS' COURT BUDGET ADJUSTMENT APPROVAL LIST

HEARING DATE: Wednesday, April 30, 2025 **HEARING TYPE: REGULAR** **BUDGET YEAR: 2025**

FUND NAME GENERAL FUND ***FUND NO: 1000***

DEPARTMENT NAME: ROAD AND BRIDGE-PRECINCT #3 DEPARTMENT NO: 560

AMENDMENT NO: 7047	***REQUESTOR: COUNTY AUDITOR/OVERDRAWN***

AMENDMENT REASON:	**OVERDRAWN ACCOUNTS**

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE (DECREASE)
51540	TEMPORARY	999	NO GRANT	$0	$0	$7,000	$0	($7,000)
51545	PART-TIME EMPLOYEES	999	NO GRANT	$0	$0	$0	$7,000	$7,000
63350	LEGAL SERVICES	999	NO GRANT	$0	$0	$0	$4,750	$4,750
72400	EQUIPMENT-PARKS	999	NO GRANT	$0	$0	$4,750	$0	($4,750)
			AMENDMENT NO 7047 TOTAL	**$0**	**$0**	**$11,750**	**$11,750**	**$0**
			ROAD AND BRIDGE-PRECINCT #3 TOTAL	**$0**	**$0**	**$11,750**	**$11,750**	**$0**

DEPARTMENT NAME: ROAD AND BRIDGE-PRECINCT #4 DEPARTMENT NO: 570

AMENDMENT NO: 7046	***REQUESTOR: COMMISSIONER PRECINCT #4***

AMENDMENT REASON:	**LINE ITEM ADJSUTMENT**

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE (DECREASE)
53510	ROAD & BRIDGE SUPPLIES	999	NO GRANT	$0	$0	$0	$15,000	$15,000
62510	EQUIPMENT RENTAL	999	NO GRANT	$0	$0	$15,000	$0	($15,000)
			AMENDMENT NO 7046 TOTAL	**$0**	**$0**	**$15,000**	**$15,000**	**$0**
			ROAD AND BRIDGE-PRECINCT #4 TOTAL	**$0**	**$0**	**$15,000**	**$15,000**	**$0**
			GENERAL FUND TOTAL	***$0***	***$0***	***$30,901***	***$30,901***	***$0***
			Grand Total	***$0***	***$0***	***$30,901***	***$30,901***	***$0***

22

22. Approval of bills and payroll. (VLL)

MMC Bills:	
RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	David Hall, Commissioner Pct 1
SECONDER:	Gary Reese, Commissioner Pct 4
AYES:	Judge Lyssy, Commissioner Hall, Behrens, Reese

County Bills:	
RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	David Hall, Commissioner Pct 1
SECONDER:	Gary Reese, Commissioner Pct 4
AYES:	Judge Lyssy, Commissioner Hall, Behrens, Reese

DH/JB Adjourned 10:32

April 30, 2025

APPROVAL LIST - 2025 BUDGET

COMMISSIONERS COURT MEETING OF 04/30/25

BALANCE BROUGHT FORWARD FROM APPROVAL LIST REPORT **PAGE 19**					$244,862.84
FICA	**PAYROLL 4/25/2025**		P/R	$	69,058.42
MEDICARE	**PAYROLL 4/25/2025**		P/R	$	16,150.78
FWH	**PAYROLL 4/25/2025**		P/R	$	45,055.95
NATIONWIDE RETIREMENT SOLUTIONS	**PAYROLL 4/25/2025**		P/R	$	1,712.50
OFFICE OF THE ATTORNEY GENERAL - CHILD SUPPORT	**PAYROLL 4/25/2025**		P/R	$	2,587.45
VOYA	**PAYROLL 4/25/2025**		P/R	$	1,885.00
STATE COMPTROLLER	**1ST QUARTER 2025 CIVIL FEES**		A/P	$	7,584.54
STATE COMPTROLLER	**1ST QUARTER 2025 ELECTRONIC FILING SYSTEM - STATE FUND**		A/P	$	61.58
STATE COMPTROLLER	**1ST QUARTER 2025 STATE CRIMINAL COSTS & FEES**		A/P	$	40,742.12
DEPT OF THE ARMY- US ARMY CORPS OF ENGINEERS	**MAG BEACH AQUATIC ECOSYSTEM RESTORATION-CEPRA# 1792**		A/P	$	177,000.00
STATE COMPTROLLER	**1ST QUARTER 2025 DRUG COURT PROGRAM FEES**		A/P	$	2.89
SHIRLEY & SONS	**CAP PROJ- SWAN POINT BULKHEAD IMPR- FINAL PMT**	***AGENDA #12***	A/P	$	59,120.00
TEXAS GLO	**CAP PROJ CEPRA- BOGGY NATURE PK SHORELINE0 PH II**		A/P	$	273,357.20
	TOTAL VENDOR DISBURSEMENTS:			**$**	**939,181.27**
CALHOUN COUNTY OPERATING ACCOUNT (TRANSFER FROM MONEY MKT TO OP ACCT FOR AP & PAYROLL)				**$**	**1,500,000.00**
	TOTAL INVESTMENT ACTIVITY AND TRANSFERS BETWEEN FUNDS:			**$**	**1,500,000.00**
	TOTAL AMOUNT FOR APPROVAL:			**$**	**2,439,181.27**

CALHOUN COUNTY, TEXAS

Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 04.30.25

1000 - GENERAL FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
BUILDING MAINTENANCE	170	BUILDING SUPPLIES/PARTS	53610	GULF COAST HARDWARE LLC	63196	198573	MAINT 4/23 MOUNTING TAPE	14.99	
			53610	SERVICE SUPPLY	7211	7012616...	MAINT 4/16 TEE, (7) COUPLINGS	108.44	
		JANITOR SUPPLIES	53640	GULF COAST PAPER CO INC	2619	2641766	MAINT 4/22 PAPER TOWELS, RAGS, FRESHENER, CLEANER	732.06	
			53640	GULF COAST PAPER CO INC	2619	2641793	MAINT 4/22 LINERS	147.28	
		UNIFORMS	53995	UNIFIRST CORPORATION	80120	2680094...	MAINT 4/22 UNIFORMS	76.01	
		REPAIRS-COURTHOUSE AND JAIL	65454	FIRETRON INC	2323	283711	MAINT 3/21 SVC SPRINKLER SYSTEM @ CH	2,988.68	
			65454	TEMPSET CONTROLS INC	7874	15361	MAINT 4/18 TROUBLESHOOT/ REPAIR WATER VALVES- AHU	2,195.00	
		TELEPHONE SERVICES	66192	AT&T MOBILITY	5209	3615502...	MAINT 4/12 A# 287022659855 PHONE 3/13-4/12	220.97	
		UTILITIES-AG BLDG/FAIRGROUNDS	66602	CITY OF PORT LAVACA	861	1415150...	MOSQ/BAUER/AG 4/17 A# 14-1515-00 WATER 3/15- 4/15	365.42	
			66602	CITY OF PORT LAVACA	861	1415200...	MOSQ/BAUER/AG 4/17 A# 14-1520-00 WATER 3/15- 4/15	341.54	
BUILDING MAINTENANCE	Total 170							7,190.39	0.00
CONSTABLE-PRECINCT #1	580	MISCELLANEOUS	63920	GURLEY SEAN A	2380	00021	CONST1 3/22 WEAPON REPAIR	246.84	
CONSTABLE-PRECINCT #1	Total 580							246.84	0.00
COUNTY CLERK	250	GENERAL OFFICE SUPPLIES	53020	COASTAL OFFICE SOLUTIONS, INC	9063	OEQT31...	CO CLK 4/11 12-SECTION ORGANIZER	112.52	
COUNTY CLERK	Total 250							112.52	0.00

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
COUNTY COURT-AT-LAW	410	ADULT ASSIGNED-ATTORNEY FEES	60050	HINDS RICHARD ORRIN	30830	2025057.	CRT@LAW1 4/11 C# 2023-CR-0076-CC S. WHITEHEAD	500.00	
			60050	RIVERA JOE A	3449	2025056.	CRT@LAW1 4/11 C# 2024-CR-0025-CC K. FREEMAN	100.00	
			60050	RIVERA JOE A	3449	2025058	CRT@LAW1 4/11 C# 2024-CR-0024-CC K. FREEMAN	1,250.00	
			60050	RIVERA JOE A	3449	2025059	CRT@LAW1 4/11 C# 2025-CR-0070-CC T. BLEVINS	100.00	
		MACHINE MAINTENANCE	63500	RELX INC	4625	3095710...	CRT@LAW1 3/31 MARCH 2025 SUBSCRIPTION	59.00	
COUNTY COURT-AT-LAW	Total 410							2,009.00	0.00
COUNTY TREASURER	210	GENERAL OFFICE SUPPLIES	53020	QUILL LLC	6602	43542915	TREAS 4/2 SURGE PROTECTOR	79.11	
			53020	QUILL LLC	6602	43555547	TREAS 4/2 (2) KEYBOARDS, BATTERIES	163.60	
COUNTY TREASURER	Total 210							242.71	0.00
EMERGENCY MANAGEMENT	630	PHOTO COPIES/SUPPLIES	53030	GREAT AMERICA FINANCIAL	2751	39019384	EMER MGMT 4/16 COPIER LEASE	179.00	
EMERGENCY MANAGEMENT	Total 630							179.00	0.00
EMERGENCY MEDICAL SERVICES	345	DEPARTMENTAL REPAIRS	61710	GUERRERO CONSTRUCTION	85901	0011	EMS 3/25 INSTALL BASEBOARDS IN TRAINING COORD OFFICE	400.00	
		TELEPHONE SERVICES	66192	AT&T MOBILITY	5209	3617461...	EMS 4/1 A# 287298540337 ADMIN/AMB PHONE 3/2- 4/1	1,251.82	
		TRAVEL ADVANCE SUSPENSE	66448	HALL DONNA	EM...	PO3454...	EMS 4/23 TRAVEL ADV 5/6-5/9	132.00	
			66448	PATE ROBERT	EM...	PO3454...	EMS 4/23 TRAVEL ADV 5/6-5/9	132.00	

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
			66448	NOEL SHELIA	EM...	PO3454...	EMS 4/23 TRAVEL ADV 5/6-5/9	132.00	
		TRAVEL/DUES/SUBSCRIPTI...	66505	MAYNE JOHN	EM...	PO3454...	EMS 4/3 TRAVEL REIMB-VICTORIA, TX 4/2 & 4/3	72.80	
		UTILITIES	66600	INFINIUM BROADBAND INTERNET	3378	105575	EMS STH 4/12 A# ACC0002127 INTERNET 4/12- 5/12	160.00	
			66600	CITY OF PORT LAVACA	861	1452250...	EMS 4/17 A# 14-5225-00 WATER 3/15- 4/15	139.69	
			66600	SPARKLIGHT	9988	1009808...	EMS CNTL 4/8 A# 100980846 CABLE 4/8- 5/7	250.26	
EMERGENCY MEDICAL SERVICES	Total 345							2,670.57	0.00
EXTENSION SERVICE	110	AUTO ALLOW/IN COUNTY-CEA/4HYD	60340	DEFOREST EMILEE	EM...	PO1102...	EXT SVC 4/24 MARCH 2025 IN-CNTY TRAVEL REIMB	33.60	
		TRAVEL/OUT OF COUNTY-CEA/CMR	66464	SHELLY RALPH	EM...	PO1102...	EXT SVC 4/24 TRAVEL REIMB- CORPUS CHRISTI, TX 4/4 & 4/17	268.80	
EXTENSION SERVICE	Total 110							302.40	0.00
FIRE PROTECTION-OLIVIA/P.. ALTO	650	SUPPLIES/OPERATING EXPENSES	53980	TRI-WHOLESALE COMPANY, INC.	7637	9301122...	OPA VFD 4/15 AIF FILTER	2.51	
FIRE PROTECTION-OLIVIA/P.. ALTO	Total 650							2.51	0.00
FIRE PROTECTION-SIX MILE	695	SUPPLIES-MISCELLANEOUS	53992	HATEC INTERNATIONAL INC	3116	1840214...	6MILE VFD 4/17 HYDRAULIC HOSE	32.40	
			53992	DANIEL INDUSTRIES	3695	21522	6MILE VFD 4/16 BEARINGS, SEALS, WHEELS- SCAG MOWER	126.49	
			53992	O REILLY AUTO PARTS	5803	0575425...	6MILE VFD 4/16 SEALED BEAM, LIGHT SOCKET	19.77	
			53992	GULF COAST HARDWARE LLC	63192	198277	6MILE VFD 4/12 WATER SOFTENER PELLETS	57.54	

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
			53992	GULF COAST HARDWARE LLC	63192	198278	6MILE VFD 4/12 FILTER	15.99	
		UTILITIES	66600	VICTORIA ELECTRIC COOP, INC	8205	9812700...	6MILE VFD 4/24 A# 981270-022 ELEC 3/17- 4/17	94.04	
FIRE PROTECTION-SIX MILE	Total 695							346.23	0.00
HUMAN RESOURCES	265	TELEPHONE SERVICES	66192	FRONTIER COMMUNICATIONS	2855	3615512...	HR 4/11 A# 361-551-2181-011122-5 FAX 4/11- 5/10	120.89	
HUMAN RESOURCES	Total 265							120.89	0.00
INFORMATION TECHNOLOGY	275	TELEPHONE SERVICES	66192	AT&T MOBILITY	5209	3615539...	IT 3/19 A# 287289192983 PHONE 2/20- 3/19	137.24	
INFORMATION TECHNOLOGY	Total 275							137.24	0.00
JAIL OPERATIONS	180	GENERAL OFFICE SUPPLIES	53020	QUILL LLC	6602	43454030	JAIL 3/26 BOXES, TOILET PAPER, PUSH PINS, ENVELOPES	388.95	
		GROCERIES	53955	PERFORMANCE FOOD GROUP INC	63650	3153608	JAIL 4/17 INMATE GROCERIES	1,443.54	
			53955	PERFORMANCE FOOD GROUP INC	63650	3155066	JAIL 4/21 INMATE GROCERIES	1,399.11	
			53955	PERFORMANCE FOOD GROUP INC	63650	3156956	JAIL 4/24 INMATE GROCERIES	3,381.91	
		SUPPLIES-MISCELLANEOUS	53992	PERFORMANCE FOOD GROUP INC	63650	3155066	JAIL 4/21 HAIR NETS	20.90	
			53992	PERFORMANCE FOOD GROUP INC	63650	3156956	JAIL 4/24 SANITIZER	36.08	
		MEAL ALLOWANCE	63740	GURLEY SEAN	238	PO1804...	JAIL 4/16 MEAL REIMB ON PRISONER TRANSPORT 4/15- 4/16	11.76	
		PRISONER MEDICAL SERVICES	64910	SOUTHERN HEALTH PARTNERS	3460	BASE53...	JAIL 4/2 MAY 2025 PRISONER MEDICAL	13,175.75	
JAIL OPERATIONS	Total 180							19,858.00	0.00

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
JUSTICE OF PEACE-PRECINCT #3	470	TRAINING TRAVEL	66314	TEXAS STATE UNIVERSITY	7745	16091	JP3 4/10 CONF REG- M. SERVANTES	75.00	
JUSTICE OF PEACE-PRECINCT #3	Total 470							75.00	0.00
JUSTICE OF PEACE-PRECINCT #4	480	TELEPHONE SERVICES	66192	MCI MEGA PREFERRED	5035	POMCI0...	CALCO 4/19 A# 08615304863 LONG DISTANCE SVC	0.09	
JUSTICE OF PEACE-PRECINCT #4	Total 480							0.09	0.00
JUSTICE OF PEACE-PRECINCT #5	490	COPY MACHINE LEASE	61340	GREAT AMERICA FINANCIAL	2751	39019385	JP5 4/16 COPIER LEASE	69.00	
JUSTICE OF PEACE-PRECINCT #5	Total 490							69.00	0.00
JUVENILE COURT	500	JUVENILE DETENTION SERVICES	63110	36th JUDICIAL DISTRICT	3897	2025CA...	JUV CRT 4/14 MARCH 2025 DETENTION SVCS	5,075.00	
			63110	NUECES COUNTY	5473	CI001158	JUV PROB/CRT 3/31 MARCH 2025 DETENTION FEES (1) JUV	2,400.00	
JUVENILE COURT	Total 500							7,475.00	0.00
LIBRARY	140	PHOTO COPIES/SUPPLIES	53030	XEROX CORPORATION	9010	40398694	LIBRARY 4/11 APRIL 2025 COPIER LEASE	139.00	
		INTERNET SERVICES	62955	FRONTIER COMMUNICATIONS	2855	3611970...	LIBRARY 4/10 A# 361-197-0199- 070623-5 INTERNET 4/10- 5/9	178.00	
		TELEPHONE SERVICES	66192	MCI MEGA PREFERRED	5035	POMCI0...	CALCO 4/19 A# 08615304863 LONG DISTANCE SVC	2.25	
		UTILITIES-PORT O'CONNOR LIBRARY	66620	VICTORIA ELECTRIC COOP, INC	8205	1008600...	POC LIBRARY 4/24 A# 10086-002 ELEC 3/17- 4/17	195.71	
		BOOKS & PRINT MATL-LIBRARY	70550	BAKER & TAYLOR	403	5019446...	LIBRARY 4/3 (3) BOOKS	49.10	
			70550	BAKER & TAYLOR	403	5019446...	LIBRARY 4/3 (4) BOOKS	49.57	
			70550	BAKER & TAYLOR	403	5019446...	LIBRARY 4/3 (19) BOOKS	266.92	
			70550	BAKER & TAYLOR	403	5019446...	LIBRARY 4/3 (3) BOOKS	41.11	

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
			70550	CENTER POINT LARGE PRINT	776	2158227	LIBRARY 4/1 (2) BOOKS	50.34	
		E-FORMAT/DIGITAL MATL-LIBRARY	71146	PROQUEST	6425	70883576	LIBRARY 3/1 ANCESTRY RENEWAL 3/1/25- 2/28/26	1,618.07	
LIBRARY	Total 140							2,590.07	0.00
MISCELLANEOUS	280	TELEPHONE SERVICES	66192	FRONTIER COMMUNICATIONS	2855	3615521...	MODEM 4/16 A# 361-552-1476- 082207-5 4/16-5/15	95.14	
			66192	FRONTIER COMMUNICATIONS	2855	3615534...	ANNEX 4/13 A# 361-553-4645- 012307-5 PHONE 4/13- 5/12	339.40	
			66192	FRONTIER COMMUNICATIONS	2855	3615536...	MUSEUM 4/22 A# 361-553-6868- 083005-5 PHONE 4/22- 5/21	75.01	
			66192	MCI MEGA PREFERRED	5035	POMCI0...	CALCO 4/19 A# 08615304863 LONG DISTANCE SVC	52.18	
MISCELLANEOUS	Total 280							561.73	0.00
NO DEPARTMENT	999	ACCRUED UNITED WAY	20525	UNITED WAY OF CALHOUN COUNTY	8019	PO0425...	CALCO 4/25 APRIL 2025 DONATIONS	10.00	
		ACCRUED MISCELLANEOUS	20533	TMPA	7723	PO0425...	CALCO 4/25 APRIL 2025 PREMIUMS	286.16	
NO DEPARTMENT	Total 999							296.16	0.00
ROAD AND BRIDGE-PRECINCT #1	540	MACHINERY PARTS/SUPPLIES	53210	HOLT TRUCK CENTERS OF TEXAS	30480	X501081...	RB1 4/16 PEDAL ASSBLY- #0312	603.63	
			53210	DANIEL INDUSTRIES	3695	21475	RB1 4/15 BELT- #0350	97.56	
			53210	TRI-WHOLESALE COMPANY, INC.	7637	9301122...	RB1 4/14 ELEC FUEL PUMP, OIL FILTER- #0307	58.40	
		TIRES AND TUBES	53520	CARY'S TIRE & AUTOMOTIVE LLC	89820	31814	RB1 4/15 TIRE0 #0367	408.29	
		BUILDING SUPPLIES/PARTS	53610	TRI-WHOLESALE COMPANY, INC.	7637	9301122...	RB1 4/16 COUPLING	6.04	
			53610	TRI-WHOLESALE COMPANY, INC.	7637	9301122...	RB1 4/16 COUPLING	6.37	

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
		UNIFORMS	53995	CINTAS CORPORATION LOC. 083	958	4227614...	RB1 4/17 UNIFORMS	173.32	
		BLDG REPAIRS-PARKS	60370	COASTAL NAIL & TOOL LLC	9070	2504163...	RB1 4/17 LUMBER, CONCRETE MIX- MAG BEACH MEMORIAL CABANAS	939.68	
		EQUIPMENT RENTAL	62510	GREAT AMERICA FINANCIAL	2751	39066559	RB1 4/23 COPIER LEASE 4/9- 5/8	135.00	
		GARBAGE COLLECTION	62659	REPUBLIC SERVICES #847	8897	0847001...	RB1 4/26 A# 3-0847-0010464 MAY 2025 TRASH	756.70	
		OUTSIDE MAINTENANCE	64370	MARVELOUS GARDENS INC	7017	16100	RB1 4/1 HERBICIDE CNTRL SPRAYING	530.00	
		UTILITIES	66600	VICTORIA ELECTRIC COOP, INC	8205	9812700...	RB1 4/24 A# 981270-020 ELEC 3/17- 4/17	220.90	
			66600	VICTORIA ELECTRIC COOP, INC	8205	9812700...	RB1 4/24 A# 981270-029 ELEC 3/17- 4/17	51.45	
		UTILITIES-PARKS	66614	VICTORIA ELECTRIC COOP, INC	8205	9812700...	RB1 4/24 A# 981270-016 ELEC 3/17- 4/17	86.39	
			66614	VICTORIA ELECTRIC COOP, INC	8205	9812700...	RB1 4/24 A# 981270-025 ELEC 3/17- 4/17	86.62	
			66614	VICTORIA ELECTRIC COOP, INC	8205	9812700...	RB1 4/24 A# 981270-028 ELEC 3/17- 4/17	36.83	
			66614	CITY OF PORT LAVACA	861	1421050...	CHOC BAY PK 4/17 A# 14-2105-00 WATER 3/15- 4/15	118.37	
			66614	CITY OF PORT LAVACA	861	1421100...	CHOC BAY PK 4/17 A# 14-2110-00 WATER 3/15- 4/15	42.80	
ROAD AND BRIDGE-PRECINCT #1	Total 540							4,358.35	0.00
ROAD AND BRIDGE-PRECINCT #2	550	MACHINERY PARTS/SUPPLIES	53210	ANDERSON MACHINERY CO., INC.	13	P50328	RB2 4/10 EXHAUST PIPE-STEEL ROLLER	618.50	
			53210	TRI-WHOLESALE COMPANY, INC.	7637	9301122...	RB2 4/14 12V BATTERIES	47.21	
			53210	TRI-WHOLESALE COMPANY, INC.	7637	9301122...	RB2 4/15 MINI BULBS, WIPER BLADE	46.38	
			53210	TRI-WHOLESALE COMPANY, INC.	7637	9301122...	RB2 4/15 (10) FUEL FILTERS	49.00	

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
		SUPPLIES-MISCELLANEOUS	53992	GULF COAST HARDWARE LLC	63192	198357	RB2 4/15 PHONE WIRE, MNT, BOX	40.93	
			53992	GULF COAST HARDWARE LLC	63192	198369	RB2 4/16 SPLICE	5.98	
			53992	GULF COAST HARDWARE LLC	63192	198386	RB2 4/16 SPLICE, WALL PLATE	21.56	
		UNIFORMS	53995	CINTAS CORPORATION LOC. 083	958	4227293...	RB2 4/15 UNIFORMS	66.52	
		TELEPHONE SERVICES	66192	INFINIUM BROADBAND INTERNET	3378	106502	RB2 4/22 A# ACC0002074 INTERNET 4/22- 5/22	150.00	
		UTILITIES	66600	VICTORIA ELECTRIC COOP, INC	8205	9812700...	RB2 4/24 A# 981270-007 ELEC 3/26- 4/24	10.97	
			66600	VICTORIA ELECTRIC COOP, INC	8205	9812700...	RB2 4/24 A# 981270-010 ELEC 3/26- 4/24	10.97	
			66600	VICTORIA ELECTRIC COOP, INC	8205	9812700...	RB2 4/24 A# 981270-017 ELEC 3/17- 4/17	193.98	
			66600	VICTORIA ELECTRIC COOP, INC	8205	9812700...	RB2 4/24 A# 981270-027 ELEC 3/17- 4/17	80.21	
		UTILITIES-PARKS	66614	VICTORIA ELECTRIC COOP, INC	8205	9812700...	RB2 4/24 A# 981270-013 ELEC 3/17- 4/17	130.15	
ROAD AND BRIDGE-PRECINCT #2	Total 550							1,472.36	0.00
ROAD AND BRIDGE-PRECINCT #3	560	MACHINERY PARTS/SUPPLIES	53210	HOLT CAT	3048	PIMV01...	RB3 4/4 FAN- BACKHOE	377.42	
			53210	TRI-WHOLESALE COMPANY, INC.	7637	9301122...	RB3 4/10 ANTIFREEZE, FUEL FILTER	131.78	
			53210	TRI-WHOLESALE COMPANY, INC.	7637	9301122...	RB3 4/17 FUEL FILTERS, ANTI FREEZE, MISC SUP-DUMP TRUCK	667.30	
		ROAD & BRIDGE SUPPLIES	53510	CLEVELAND ASPHALT PRODUCTS INC	7408	28847	RB3 4/3 5015G PRIMER OIL	14,293.18	
		INSECTICIDES/PESTICIDES	53630	GULF COAST HARDWARE LLC	63193	198331	RB3 4/15 BUG SPRAY	83.71	
		JANITOR SUPPLIES	53640	CINTAS CORPORATION LOC. 083	958	4227457...	RB3 4/16 FRESHENER	9.48	
		SUPPLIES-MISCELLANEOUS	53992	GULF COAST HARDWARE LLC	63193	198331	RB3 4/15 KEYS	20.93	

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
			53992	TRI-WHOLESALE COMPANY, INC.	7637	9301122...	RB3 4/10 ELEC TAPE	23.64	
			53992	TRI-WHOLESALE COMPANY, INC.	7637	9301122...	RB3 4/15 TOW STRAP, MIRRORS, MISC SUP	52.23	
		UNIFORMS	53995	CINTAS CORPORATION LOC. 083	958	4227457...	RB3 4/16 UNIFORMS	115.07	
		EQUIPMENT RENTAL	62510	ANDERSON MACHINERY CO., INC.	13	R501DQ	RB3 4/9 MOTOR GRADER RENTAL 4/9- 5/6	5,508.67	
			62510	GREAT AMERICA FINANCIAL	2751	39019383	RB3 4/16 COPIER LEASE	69.00	
		GARBAGE COLL-OLIVIA	62672	WHITE TRASH SERVICES	1952	296008	RB3 4/21 MAY 2025 TRASH	210.77	
		EQUIPMENT-PARKS	72400	INGRAM READYMIX INC.	3401	1169359	RB3 4/9 17YDS CONCRETE-SIDEWALK @ HAT PK	2,502.00	
			72400	GULF COAST HARDWARE LLC	63193	198381	RB3 4/16 PAINT, ROLLERS, MISC SUPP- HAT PK	250.50	
ROAD AND BRIDGE-PRECINCT #3	Total 560							24,315.68	0.00
ROAD AND BRIDGE-PRECINCT #4	570	MACHINERY PARTS/SUPPLIES	53210	ASPHALT ZIPPER INC.	8572	INV2025...	RB4 4/14 BELT, BIT, O-RING, MISC PARTS	7,155.70	
		ROAD & BRIDGE SUPPLIES	53510	MAREK AND MAREK TRUCK WASH INC	4058	16175	RB4 4/8 385.04T 3/4" TO DUST LIMESTONE- POC	14,812.49	
			53510	MAREK AND MAREK TRUCK WASH INC	4058	16181	RB4 4/9 547.94T 3/4" TO DUST LIMESTONE- POC	21,079.25	
		TIRES AND TUBES	53520	FIRESTONE OF PORT LAVACA LLC	5584	0089212	RB4 4/10 (4) TIRES- 2022 FORD F150	1,622.28	
		INSECTICIDES/PESTICIDES	53630	SIMPLOT GROWER SOLUTIONS	8197	9540033...	RB4 3/13 HERBICIDE	552.00	
			53630	SIMPLOT GROWER SOLUTIONS	8197	9540033...	RB4 3/19 HERBICIDE DRIFT CONTROL	245.00	
		SUPPLIES-MISCELLANEOUS	53992	CINTAS CORPORATION LOC. 083	958	4227456...	RB4 4/16 MAT, MOP	13.17	
		GARBAGE COLL-POC PARKS	62664	WHITE TRASH SERVICES	1952	294452	RB4 4/21 MAY 2025 TRASH	346.68	
		GARBAGE COLL-SEADRIFT	62676	WHITE TRASH SERVICES	1952	294451	RB4 4/21 MAY 2025 TRASH	624.02	

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
		MISCELLANEOUS	63920	TEXAS DEPT. OF AGRICULTURE	7641	02119564	RB4 4/6 NON-COM POLITICAL LICENSE RENEWAL- L. BELL	75.00	
		OUTSIDE SERVICES	64400	DOUGLAS EVA LEE	3778	APR25	RB4 4/16 APRIL 2025 OFFICE CLEANING	300.00	
			64400	MASSEY BYRON	55680	1013	RB4 4/16 AERIAL PHOTOGRAPHY- BILL SANDERS PK	325.00	
			64400	MASSEY BYRON	55680	1014	RB4 4/16 AERIAL PHOTOGRAPHY- BOGGY NATURE PK	325.00	
		TELEPHONE SERVICES	66192	MCI MEGA PREFERRED	5035	POMCI0...	CALCO 4/19 A# 08615304863 LONG DISTANCE SVC	0.06	
		UNIFORMS	66590	CINTAS CORPORATION LOC. 083	958	4227456...	RB4 4/16 UNIFORMS	115.34	
		UTILITIES	66600	PORT O'CONNOR IMPROVEMENT	62370	7550020...	RB4 5/1 A# 7550020000 WATER	105.51	
			66600	PORT O'CONNOR IMPROVEMENT	62370	7550025...	RB4 5/1 A# 7550025300 WATER	120.58	
			66600	PORT O'CONNOR IMPROVEMENT	62370	7550084...	RB4 5/1 A# 7550084500 WATER	61.24	
			66600	VICTORIA ELECTRIC COOP, INC	8205	4463680...	RB4 4/24 A# 44636806-001 ELEC 3/17- 4/17	38.97	
			66600	VICTORIA ELECTRIC COOP, INC	8205	9812700...	RB4 4/24 A# 981270-001 ELEC 3/17- 4/17	255.40	
			66600	VICTORIA ELECTRIC COOP, INC	8205	9812700...	RB4 4/24 A# 981270-005 ELEC 3/26- 4/24	21.72	
			66600	VICTORIA ELECTRIC COOP, INC	8205	9812700...	RB4 4/24 A# 981270-006 ELEC 3/17- 4/17	128.56	
			66600	VICTORIA ELECTRIC COOP, INC	8205	9812700...	RB4 4/24 A# 981270-009 ELEC 3/17- 4/17	109.38	
			66600	VICTORIA ELECTRIC COOP, INC	8205	9812700...	RB4 4/24 A# 981270-011 ELEC 3/17- 4/17	51.26	
			66600	VICTORIA ELECTRIC COOP, INC	8205	9812700...	RB4 4/24 A# 981270-012 ELEC 3/17- 4/17	100.30	
ROAD AND BRIDGE-PRECINCT #4	Total 570							48,583.91	0.00

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
SHERIFF	760	GENERAL OFFICE SUPPLIES	53020	CINTAS CORPORATION LOC. 083	958	4227614...	SO 4/17 SCRAPER MATS	83.37	
		TIRES AND TUBES	53520	CROSSROADS TIRE SERVICE LLC	7059	4001243	SO 4/18 TIRE MOUNTED-U19	27.58	
		UNIFORMS	53995	FIKES BROOK	2180	PO7604...	SO 4/14 (15) UNIFORM PANTS HEMMED	150.00	
		AUTOMOTIVE REPAIRS	60360	FIRESTONE OF PORT LAVACA LLC	5584	0089263	SO 4/15 CNTRL ARM W/ BALL JOINT-UPPER/LOWER- U19	1,865.84	
			60360	CROSSROADS TIRE SERVICE LLC	7059	4001223	SO 4/14 REPL ALTERNATOR & IDLER PULLEY- U39	1,244.92	
			60360	CROSSROADS TIRE SERVICE LLC	7059	4001234	SO 4/16 REMO/REPL TENSIONER & PULLEY- U39	221.02	
			60360	VICTORIA COMMUNICATION SERVICE	8229	VIC5127...	SO 4/17 REPL MALE CRIMP-OSG13	7.02	
			60360	VICTORIA COMMUNICATION SERVICE	8229	VIC5127...	SO 4/18 REMOUNT SIREN-U20	112.50	
		POSTAGE	64790	PITNEY BOWES GLOBAL FINANCIAL	63810	3320623...	SO 4/10 POSTAGE METER LEASE 3/1- 5/29	360.00	
		TELEPHONE SERVICES	66192	MCI MEGA PREFERRED	5035	POMCI0...	CALCO 4/19 A# 08615304863 LONG DISTANCE SVC	16.60	
SHERIFF	Total 760							4,088.85	0.00
TRANSFERS	800	TRANSFER TO CAPITAL PROJECT-EMS TRAINING	98408	CALHOUN CO. CAPITAL PROJECT	51890	PO5189...	CALCO 4/23 TRANSF AMNT OVER ORIGINAL BUDGET	75,300.00	
TRANSFERS	Total 800							75,300.00	0.00
WASTE MANAGEMENT	380	UTILITIES	66600	VICTORIA ELECTRIC COOP, INC	8205	9814860...	WASTE MGMT 4/24 A# 981486-002 ELEC 3/17- 4/17	72.76	
			66600	VICTORIA ELECTRIC COOP, INC	8205	9814860...	WASTE MGMT 4/24 A# 981486-003 ELEC 3/17- 4/17	53.91	
WASTE MANAGEMENT	Total 380							126.67	0.00

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 04.30.25
2610 - AIRPORT FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	BUILDING REPAIRS	60520	AGUIRRE SHAWN	92020	QB5778	AIRPORT 12/12 FLUSH SEWER LINES	215.00	
			60520	AGUIRRE SHAWN	92020	QB5957	AIRPORT 2/12 CLEAR OUTSIDE LINES	182.50	
			60520	AGUIRRE SHAWN	92020	QB5971	AIRPORT 2/19 RAN LINE FOR WATER SOFTENER	773.10	
		OTHER SERVICES	64320	VICTORIA FIRE & SAFETY	8204	147465	AIRPORT 4/15 ANNUAL FIRE EXTINGUISHERS INSPECTION	523.20	
NO DEPARTMENT	Total 999							1,693.80	0.00

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 04.30.25
2660 - COASTAL PROTECTION FUND (GOMESA)

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	DREDGING-BOAT RAMPS	62083	LESTER CONTRACTING, INC.	4623	2503701	GOMESA 3/31 SWAN PNT DREDGING PROJ- BILL SANDERS PK	16,140.00	
		ENGINEERING/PERMITS	62457	STANTEC CONSULTING	79650	2382604	GOMESA 4/16 PORT ALTO SHORELINE PERMIT- 2/8- 4/4	767.50	
NO DEPARTMENT	Total 999							16,907.50	0.00

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	AUTOMOTIVE REPAIRS	60360	GULF COAST HARDWARE LLC	63195	198438	OSG 4/17 4-WHEELER MAINT	19.99	
		PROGRAMS: SUMMER/AUTHOR VISITS	64970	ASHLEY KELLEY	EM...	PO0417...	LIBRARY 4/17 REIMB PURCHASES FOR EASTER PARTY	107.56	
NO DEPARTMENT	Total 999							127.55	0.00

CALHOUN COUNTY, TEXAS

Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 04.30.25

2731 - LAW LIBRARY FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	BOOKS-LAW	70500	THOMSON REUTERS - WEST	8612	8517158...	LAW LIBRARY 4/1 MARCH 2025 WEST SUBSCRIPTION CHGS	1,330.29	
NO DEPARTMENT	Total 999							1,330.29	0.00

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 04.30.25
2736 - POC COMMUNITY CENTER

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	CLEANING-P.O.C. COMMUNITY CENTER	60870	RHYNE SERVICES LLC	14930	042025	POCCC 4/16 APRIL 2025 CLEANING	600.00	
		UTILITIES-POC COMMUNITY CENTER	66616	WHITE TRASH SERVICES	1952	294863	POCCC 4/21 MAY 2025 TRASH	346.68	
			66616	PORT O'CONNOR IMPROVEMENT	62370	7550084...	POC PAVILION 5/1 A# 7550084300 WATER	181.02	
			66616	PORT O'CONNOR IMPROVEMENT	62370	7550084...	POCCC 5/1 A# 7550084400 WATER	181.02	
			66616	VICTORIA ELECTRIC COOP, INC	8205	9812700...	POCCC 4/24 A# 981270-023 ELEC 3/17- 4/17	606.95	
NO DEPARTMENT	Total 999							1,915.67	0.00

CALHOUN COUNTY, TEXAS

Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 04.30.25

5189 - CAPITAL PROJECT - EMS TRAINING BUILDING

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	CONSTRUCTION-EMS BUILDING	71040	VICTORIA BUILDER SUPPLY CO.INC	8255	21296976	1ST RESP BLDG 4/9 MECHANICAL LOCK FOR DOOR	2,135.00	
			71040	GUERRERO CONSTRUCTION	85901	PO9994...	1ST RESP BLDG 3/25 PAINT SIDEWALK, INSTALL CEMENT BARRIER	4,100.00	
NO DEPARTMENT	Total 999							6,235.00	0.00

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	DUE TO OTHER GOVERNMENTS	20749	CALHOUN CO PORT AUTHORITY	1106	PO2025...	TAX A/C 4/27 APRIL 2025 TAX COLLECS	37.30	
			20749	CALHOUN CO PORT AUTHORITY	1106	PO2025...	TAX A/C 4/27 APRIL 2025 TAX COLLECS	26.15	
			20749	CALHOUN CO. WATER CONTROL	895	PO2025...	TAX A/C 4/27 APRIL 2025 TAX COLLECS	151.90	
			20749	CALHOUN CO. WATER CONTROL	895	PO2025...	TAX A/C 4/27 APRIL 2025 TAX COLLECS	0.58	
NO DEPARTMENT	Total 999							215.93	0.00

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 04.30.25
9200 - JUVENILE PROBATION FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	ACCRUED MISCELLANEOUS	20533	TMPA	7723	PO0425...	CALCO 4/25 APRIL 2025 PREMIUMS	29.54	
		MEDICAL/DENTAL FEES	63776	NUECES COUNTY	5473	CI001158	JUV PROB/CRT 3/31 MARCH 2025 MEDICAL (1) JUV	12.00	
		PREVENTION & INTERVENTION - GRANT S	64839	YOUTH ADVOCATE PROGRAMS INC	9212	0320252...	JUV PROB 4/11 MARCH 2025 SVCS	7,137.00	
		RESIDENT SERV & DETENT-PRE&POST ADJUDICA	65543	NUECES COUNTY	5473	CI001158	JUV PROB/CRT 3/31 MARCH 2025 RESIDENTIAL PLACEMENT (1) JUV	6,200.00	
		TELEPHONE SERVICES	66192	AT&T MOBILITY	5209	3617463...	JUV PROB 4/11 A# 287295876979 PHONE 3/12-4/11	327.39	
NO DEPARTMENT	Total 999							13,705.93	0.00
Report Total								244,862.84	0.00

MEMORIAL MEDICAL CENTER

COMMISSIONERS COURT APPROVAL LIST FOR ---April 30, 2025

TOTALS TO BE APPROVED - TRANSFERRED FROM ATTACHED PAGES

TOTAL PAYABLES, PAYROLL AND ELECTRONIC BANK PAYMENTS	$	321,145.28
TOTAL TRANSFERS BETWEEN FUNDS	$	112,724.23
TOTAL NURSING HOME UPL EXPENSES	$	1,611,597.17
TOTAL INTER-GOVERNMENT TRANSFERS	$	-
GRAND TOTAL DISBURSEMENTS APPROVED April 30, 2025	$	2,045,466.68

MEMORIAL MEDICAL CENTER

COMMISSIONERS COURT APPROVAL LIST FOR ---April 30, 2025

PAYABLES AND PAYROLL			
4/25/2025	Weekly Payables	274,947.94	
4/28/2025	McKesson-340B Prescription Expense	113.06	
4/28/2025	Amerisource Bergen-340B Prescription Expense	550.92	
4/28/2025	Amerisource Bergen-340B Prescription Expense	359.18	
	Prosperity Electronic Bank Payments		
4/28/2025	90 Degree Benefits - employee insurance claims	44,168.49	
4/28/2025	Expert Pay- Child Support	524.54	
4/28/2025	Pay Plus-Patient Claims Processing Fee	481.15	
TOTAL PAYABLES, PAYROLL AND ELECTRONIC BANK PAYMENTS			$ 321,145.28
TRANSFER BETWEEN FUNDS FROM MMC TO NURSING HOMES			
4/25/2025	MMC Operating to Broadmoor-Correction of insurance payment deposited into MMC Operating in error	276.64	
4/25/2025	MMC Operating to Golden Creek Healthcare-Correction of Insurance payment deposited into MMC Operating in error & QIPP Y8 Q1 payment	52,908.68	
4/25/2025	MMC Operating to Tuscany Village-Correction of insurance payment deposited into MMC operating in error	52,255.04	
4/25/2025	MMC Operating to Bethany/Lavaca Bay-Correction of insurance payment deposited into MMC Operating in error	7,283.87	
TOTAL TRANSFERS BETWEEN FUNDS			$ 112,724.23
NURSING HOME UPL EXPENSES			
4/28/2025	Nursing Home UPL-Cantex Transfer	636,012.38	
4/28/2025	Nursing Home UPL-Nexion Transfer	203,889.85	
4/28/2025	Nursing Home UPL-HMG Transfer	419.00	
4/28/2025	Nursing Home UPL-Tuscany Transfer	398,869.20	
TRANSFER BETWEEN FUNDS FROM NURSING HOMES TO MMC			
4/28/2025	Lavaca Bay to MMC - Medicare takeback. MMC paid Tuscany for Lavaca Bay. Lavaca Bay owes MMC	246,329.74	
TRANSFER OF FUNDS BETWEEN NURSING HOMES			
4/28/2025	Lavaca Bay to Tuscany -Tuscany insurance payment deposited into Lavaca Bay in error	28,211.39	
4/28/2025	Lavaca Bay to Golden Creek -Golden Creek insurance payment deposited into Lavaca Bay in error	97,865.61	
TOTAL NURSING HOME UPL EXPENSES			$ 1,611,597.17
TOTAL INTER-GOVERNMENT TRANSFERS			$ -
GRAND TOTAL DISBURSEMENTS APPROVED April 30, 2025			$ 2,045,466.68

RECEIVED BY THE
COUNTY AUDITOR ON
APR 25 2025

Vendor#	Vendor Name	Class	Pay Code
17272	ALAN KNIGHT		

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
031025		03/17/202	03/10/202	05/15/202			91.00	0.00	0.00	91.00

Hazmat Training

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	17272	ALAN KNIGHT	91.00	0.00	0.00	91.00

Vendor#	Vendor Name	Class	Pay Code
A1715	ALCO SALES & SERVICE CO	M	

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
2980830		04/22/202	04/14/202	04/22/202			89.60	0.00	0.00	89.60

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	A1715	ALCO SALES & SERVICE CO	89.60	0.00	0.00	89.60

Vendor#	Vendor Name	Class	Pay Code
17768	[redacted]		

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
HERKIN0001		04/24/202	04/23/202	04/25/202			25.00	0.00	0.00	~~25.00~~

no invoice - removed

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	17768	[redacted]	25.00	0.00	0.00	~~25.00~~

Vendor#	Vendor Name	Class	Pay Code
A1705	ALIMED INC.	M	

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
RPSV004428858		04/21/202	04/14/202	05/15/202			86.18	0.00	0.00	86.18

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	A1705	ALIMED INC.	86.18	0.00	0.00	86.18

Vendor#	Vendor Name	Class	Pay Code
14028	AMAZON CAPITAL SERVICES		

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
19PHWG6T641J		04/08/202	04/04/202	05/04/202			264.19	0.00	0.00	264.19
1VYDJGDN4YFN		04/16/202	04/04/202	05/04/202			258.95	0.00	0.00	258.95
1LD9FPD191DR		04/16/202	04/11/202	05/11/202			198.18	0.00	0.00	198.18
1QXH9DVRY9LL		04/21/202	04/14/202	05/15/202			120.85	0.00	0.00	120.85

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	14028	AMAZON CAPITAL SERVICES	842.17	0.00	0.00	842.17

Vendor#	Vendor Name	Class	Pay Code
A1360	AMERISOURCEBERGEN DRUG CORP	W	

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
805281282		04/21/202	04/17/202	05/15/202			25.20	0.00	0.00	25.20

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	A1360	AMERISOURCEBERGEN DRUG CORP	25.20	0.00	0.00	25.20

Vendor#	Vendor Name	Class	Pay Code
17836	ANDRIE FLORES		

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
042325		04/23/202	04/23/202	04/23/202			39.20	0.00	0.00	39.20

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	17836	ANDRIE FLORES	39.20	0.00	0.00	39.20

Vendor# 16000 — Vendor Name: BANESTER SERVICES — Class: — Pay Code:

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
123534A		04/22/202	12/17/202	04/22/202			400.00	0.00	0.00	400.00

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	16000	BANESTER SERVICES	400.00	0.00	0.00	400.00

Vendor# B1150 — Vendor Name: BAXTER HEALTHCARE — Class: W — Pay Code:

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
83655568		04/18/202	03/03/202	05/15/202			3,071.40	0.00	0.00	3,071.40
83657461		04/18/202	03/03/202	05/15/202			631.20	0.00	0.00	631.20
83688025		04/18/202	03/10/202	05/15/202			23.68	0.00	0.00	23.68
83805670		04/18/202	04/01/202	05/15/202			631.20	0.00	0.00	631.20
83831247		04/18/202	04/07/202	05/15/202			93.40	0.00	0.00	93.40
83856225		04/18/202	04/11/202	05/15/202			274.26	0.00	0.00	274.26
83804046		04/18/202	04/18/202	05/15/202			3,071.40	0.00	0.00	3,071.40
83763231		04/21/202	03/25/202	05/15/202			159.13	0.00	0.00	159.13

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	B1150	BAXTER HEALTHCARE	7,955.67	0.00	0.00	7,955.67

Vendor# B1220 — Vendor Name: BECKMAN COULTER INC — Class: M — Pay Code:

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
111842246		04/14/202	02/04/202	03/01/202			738.02	0.00	0.00	738.02
111720463		04/21/202	04/14/202	05/15/202			1,463.52	0.00	0.00	1,463.52
111967592		04/21/202	04/14/202	05/15/202			5,016.58	0.00	0.00	5,016.58
111561836		04/21/202	09/13/202	05/15/202			5,016.58	0.00	0.00	5,016.58
111552990		04/22/202	09/09/202	10/04/202			355.19	0.00	0.00	355.19
111562940		04/22/202	09/13/202	10/08/202			176.08	0.00	0.00	176.08
111791240		04/22/202	01/10/202	02/04/202			96.32	0.00	0.00	96.32
111840670		04/22/202	04/02/202	05/01/202			225.80	0.00	0.00	225.80
111721958		04/22/202	04/22/202	05/01/202			75.34	0.00	0.00	75.34

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	B1220	BECKMAN COULTER INC	13,163.43	0.00	0.00	13,163.43

Vendor# B1320 — Vendor Name: BEEKLEY CORPORATION — Class: M — Pay Code:

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
MIN0202524		04/22/202	04/17/202	04/22/202			696.50	0.00	0.00	696.50

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	B1320	BEEKLEY CORPORATION	696.50	0.00	0.00	696.50

Vendor# B1800 — Vendor Name: BRIGGS HEALTHCARE — Class: M — Pay Code:

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
B484158		04/22/202	04/16/202	04/22/202			818.25	0.00	0.00	818.25

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	B1800	BRIGGS HEALTHCARE	818.25	0.00	0.00	818.25

Vendor# 14260 — Vendor Name: CAREFUSION SOLUTIONS, LLC — Class: — Pay Code:

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
10024926538		04/22/202	04/07/202	05/01/202			1,788.00	0.00	0.00	1,788.00
10024926546		04/22/202	04/07/202	05/01/202			2.00	0.00	0.00	2.00

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	14260	CAREFUSION SOLUTIONS, LLC	1,790.00	0.00	0.00	1,790.00

Vendor# 10541 — Vendor Name: CARESFIELD — Class: — Pay Code:

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
200029793		04/22/202	04/15/202	05/15/202			417.60	0.00	0.00	417.60

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	10541	CARESFIELD	417.60	0.00	0.00	417.60

Vendor# 14516 — Vendor Name: CARL KING — Class: — Pay Code:

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
031025		03/17/202	03/10/202	05/15/202			406.14	0.00	0.00	406.14

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	14516	CARL KING	406.14	0.00	0.00	406.14

Vendor# C1992 — Vendor Name: CDW GOVERNMENT, INC. — Class: M — Pay Code:

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
AD6KK1J		04/22/202	04/09/202	05/09/202			103.63	0.00	0.00	103.63

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	C1992	CDW GOVERNMENT, INC.	103.63	0.00	0.00	103.63

Vendor# 12768 — Vendor Name: CHEMAQUA — Class: — Pay Code:

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
9110544		04/22/202	04/10/202	04/20/202			593.69	0.00	0.00	593.69

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	12768	CHEMAQUA	593.69	0.00	0.00	593.69

Vendor# 10368 — Vendor Name: DEWITT POTH & SON — Class: — Pay Code:

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
7899220		04/16/202	04/08/202	05/03/202			69.46	0.00	0.00	69.46
7910620		04/22/202	04/14/202	05/09/202			829.43	0.00	0.00	829.43

	7911100		04/22/202	04/15/202	05/10/202		19.50	0.00	0.00	19.50
	7911520		04/22/202	04/15/202	05/10/202		10.82	0.00	0.00	10.82
Vendor Totals:	Number	Name					Gross	Discount	No-Pay	Net
	10368	DEWITT POTH & SON					929.21	0.00	0.00	929.21
Vendor#	Vendor Name					Class	Pay Code			
10789	DISCOVERY MEDICAL NETWORK INC									
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
	MMC041525		04/23/202	04/15/202	04/16/202			98,673.55	0.00	0.00	98,673.55
		4/1 - 4/15/25									
Vendor Totals:	Number	Name					Gross	Discount	No-Pay	Net	
	10789	DISCOVERY MEDICAL NETWORK INC					98,673.55	0.00	0.00	98,673.55	
Vendor#	Vendor Name					Class	Pay Code			
11091	ECOLAB									
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
	6351960854		04/21/202	04/10/202	05/15/202			300.00	0.00	0.00	300.00
Vendor Totals:	Number	Name					Gross	Discount	No-Pay	Net	
	11091	ECOLAB					300.00	0.00	0.00	300.00	
Vendor#	Vendor Name					Class	Pay Code			
11284	EMERGENCY STAFFING SOLUTIONS									
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
	44200		04/23/202	04/30/202	05/10/202			40,062.50	0.00	0.00	40,062.50
		Poth. GDM									
Vendor Totals:	Number	Name					Gross	Discount	No-Pay	Net	
	11284	EMERGENCY STAFFING SOLUTIONS					40,062.50	0.00	0.00	40,062.50	
Vendor#	Vendor Name					Class	Pay Code			
15832	EVERON									
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
	158440865		04/22/202	04/02/202	05/02/202			58.43	0.00	0.00	58.43
Vendor Totals:	Number	Name					Gross	Discount	No-Pay	Net	
	15832	EVERON					58.43	0.00	0.00	58.43	
Vendor#	Vendor Name					Class	Pay Code			
F1400	FISHER HEALTHCARE					M				
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
	0280895		04/22/202	04/14/202	05/09/202			94.40	0.00	0.00	94.40
	0314747		04/22/202	04/15/202	05/10/202			479.82	0.00	0.00	479.82
	0314745		04/22/202	04/15/202	05/10/202			88.20	0.00	0.00	88.20
	0381753		04/22/202	04/17/202	05/12/202			59.97	0.00	0.00	59.97
	0381754		04/22/202	04/17/202	05/12/202			15,995.94	0.00	0.00	15,995.94
	0410891		04/22/202	04/18/202	05/13/202			69.96	0.00	0.00	69.96
Vendor Totals:	Number	Name					Gross	Discount	No-Pay	Net	
	F1400	FISHER HEALTHCARE					16,788.29	0.00	0.00	16,788.29	
Vendor#	Vendor Name					Class	Pay Code			
G1210	GULF COAST PAPER COMPANY					M				
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
	2639833		04/22/202	04/15/202	05/15/202			316.24	0.00	0.00	316.24

Vendor Totals:	Number	Name					Gross	Discount	No-Pay	Net
	G1210	GULF COAST PAPER COMPANY					316.24	0.00	0.00	316.24
Vendor#	Vendor Name				Class	Pay Code				
10334 ✓	HEALTH CARE LOGISTICS INC									
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net
✓	309903161		04/22/202	04/16/202	05/11/202		146.00	0.00	0.00	146.00 ✓
Vendor Totals:	Number	Name					Gross	Discount	No-Pay	Net
	10334	HEALTH CARE LOGISTICS INC					146.00	0.00	0.00	146.00
Vendor#	Vendor Name				Class	Pay Code				
10829 ✓	HEALTHSTREAM, INC.									
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net
✓	0379182		04/15/202	04/09/202	05/09/202		969.84	0.00	0.00	969.84 ✓
Vendor Totals:	Number	Name					Gross	Discount	No-Pay	Net
	10829	HEALTHSTREAM, INC.					969.84	0.00	0.00	969.84
Vendor#	Vendor Name				Class	Pay Code				
14916 ✓	HEWLETT-PACKARD									
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net
✓	100001049813		04/21/202	04/17/202	05/15/202		573.53	0.00	0.00	573.53
		INVOICE PERIOD 060125-063025								✓
Vendor Totals:	Number	Name					Gross	Discount	No-Pay	Net
	14916	HEWLETT-PACKARD					573.53	0.00	0.00	573.53
Vendor#	Vendor Name				Class	Pay Code				
15208 ✓	HOSPITAL CARE CONSULTANTS INC.									
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net
✓	6810		04/23/202	04/30/202	05/10/202		23,663.00	0.00	0.00	23,663.00 ✓
		10th · 40M								
Vendor Totals:	Number	Name					Gross	Discount	No-Pay	Net
	15208	HOSPITAL CARE CONSULTANTS INC.					23,663.00	0.00	0.00	23,663.00
Vendor#	Vendor Name				Class	Pay Code				
13876 ✓	INQUISEEK, LLC									
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net
✓	INV1200		04/22/202	04/15/202	04/22/202		450.00	0.00	0.00	450.00 ✓
Vendor Totals:	Number	Name					Gross	Discount	No-Pay	Net
	13876	INQUISEEK, LLC					450.00	0.00	0.00	450.00
Vendor#	Vendor Name				Class	Pay Code				
10371 ✓	LOFTIN EQUIPMENT COMPANY									
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net
✓	00057587		04/22/202	04/18/202	04/22/202		1,045.00	0.00	0.00	1,045.00 ✓
		4/17/25 inspection on unit								
✓	00057664		04/22/202	04/18/202	04/22/202		910.00	0.00	0.00	910.00 ✓
		4/18/25 inspection on unit								
Vendor Totals:	Number	Name					Gross	Discount	No-Pay	Net
	10371	LOFTIN EQUIPMENT COMPANY					1,955.00	0.00	0.00	1,955.00
Vendor#	Vendor Name				Class	Pay Code				
10972 ✓	M G TRUST									
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net
✓	040425		04/21/202	04/04/202	05/15/202		895.00	0.00	0.00	895.00 ✓
Vendor Totals:	Number	Name					Gross	Discount	No-Pay	Net
	10972	M G TRUST					895.00	0.00	0.00	895.00
Vendor#	Vendor Name				Class	Pay Code				
M2178 ✓	MCKESSON MEDICAL SURGICAL INC									
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net

	23625732		04/21/202	04/14/202	05/15/202		474.79	0.00	0.00	474.79
	23621188		04/22/202	04/14/202	04/29/202		58.15	0.00	0.00	58.15
	23638369		04/22/202	04/16/202	05/01/202		41.96	0.00	0.00	41.96
	23638368		04/22/202	04/16/202	05/15/202		43.23	0.00	0.00	43.23
Vendor Totals:	Number	Name					Gross	Discount	No-Pay	Net
	M2178	MCKESSON MEDICAL SURGICAL INC					618.13	0.00	0.00	618.13
Vendor#	Vendor Name					Class	Pay Code			
11612	MEDICAL AIR SERVICES ASSOC.									
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
	2083387		04/22/202	04/02/202	04/22/202			1,585.00	0.00	0.00	1,585.00
Vendor Totals:	Number	Name						Gross	Discount	No-Pay	Net
	11612	MEDICAL AIR SERVICES ASSOC.						1,585.00	0.00	0.00	1,585.00
Vendor#	Vendor Name					Class	Pay Code			
M2470	MEDLINE INDUSTRIES INC					M				
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
	2364344380		04/15/202	04/02/202	04/27/202			594.83	0.00	0.00	594.83
	2364344379		04/15/202	04/02/202	04/27/202			208.85	0.00	0.00	208.85
	2366532641		04/21/202	04/15/202	05/15/202			24.55	0.00	0.00	24.55
	2366586501		04/22/202	04/16/202	05/11/202			104.04	0.00	0.00	104.04
	2366533598		04/22/202	04/16/202	05/11/202			107.00	0.00	0.00	107.00
	2366586511		04/22/202	04/16/202	05/11/202			1,684.24	0.00	0.00	1,684.24
	2366586503		04/22/202	04/16/202	05/11/202			22.35	0.00	0.00	22.35
	2366586510		04/22/202	04/16/202	05/11/202			139.48	0.00	0.00	139.48
	2366586502		04/22/202	04/16/202	05/11/202			44.70	0.00	0.00	44.70
	2366586509		04/22/202	04/16/202	05/11/202			139.48	0.00	0.00	139.48
	2366533599		04/22/202	04/16/202	05/11/202			2,016.50	0.00	0.00	2,016.50
	2366586506		04/22/202	04/16/202	05/11/202			593.76	0.00	0.00	593.76
	2366586512		04/22/202	04/16/202	05/11/202			960.04	0.00	0.00	960.04
	2366586500		04/22/202	04/16/202	05/11/202			162.96	0.00	0.00	162.96
	2366586508		04/22/202	04/16/202	05/11/202			69.74	0.00	0.00	69.74
	2366586504		04/22/202	04/16/202	05/11/202			44.70	0.00	0.00	44.70
	2366586507		04/22/202	04/16/202	05/11/202			139.48	0.00	0.00	139.48
	2366793134		04/22/202	04/16/202	05/11/202			164.91	0.00	0.00	164.91

2366586505		04/22/202	04/16/202	05/11/202		22.35	0.00	0.00	22.35
2366586513		04/22/202	04/16/202	05/11/202		5,415.61	0.00	0.00	5,415.61
2366965663		04/22/202	04/17/202	05/12/202		-2,016.50	0.00	0.00	-2,016.50
2367311710		04/22/202	04/19/202	05/14/202		71.76	0.00	0.00	71.76

Vendor Totals: Number Name — Gross / Discount / No-Pay / Net

M2470	MEDLINE INDUSTRIES INC	10,714.83	0.00	0.00	10,714.83

Vendor# Vendor Name — Class — Pay Code

10963 MEMORIAL MEDICAL CLINIC

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
040425		04/21/202	04/04/202	05/15/202			50.00	0.00	0.00	50.00

Vendor Totals: Number Name — Gross / Discount / No-Pay / Net

10963	MEMORIAL MEDICAL CLINIC	50.00	0.00	0.00	50.00

Vendor# Vendor Name — Class — Pay Code

M2621 MMC AUXILIARY GIFT SHOP — W

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
042125		04/21/202	04/21/202	05/15/202			635.09	0.00	0.00	635.09

Vendor Totals: Number Name — Gross / Discount / No-Pay / Net

M2621	MMC AUXILIARY GIFT SHOP	635.09	0.00	0.00	635.09

Vendor# Vendor Name — Class — Pay Code

12388 NATIONAL FARM LIFE INSURANCE

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
4464875		04/21/202	04/14/202	05/15/202			2,510.54	0.00	0.00	2,510.54

Vendor Totals: Number Name — Gross / Discount / No-Pay / Net

12388	NATIONAL FARM LIFE INSURANCE	2,510.54	0.00	0.00	2,510.54

Vendor# Vendor Name — Class — Pay Code

12096 NEOGENOMICS LABORATORIES

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
8505515		04/21/202	01/31/202	05/15/202			480.00	0.00	0.00	480.00
8607628		04/21/202	02/28/202	05/15/202			625.00	0.00	0.00	625.00
8723458		04/21/202	03/31/202	05/15/202			250.00	0.00	0.00	250.00

Vendor Totals: Number Name — Gross / Discount / No-Pay / Net

12096	NEOGENOMICS LABORATORIES	1,355.00	0.00	0.00	1,355.00

Vendor# Vendor Name — Class — Pay Code

O1416 ORTHO CLINICAL DIAGNOSTICS

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
1854001817		04/16/202	04/09/202	05/09/202			1,298.14	0.00	0.00	1,298.14

Vendor Totals: Number Name — Gross / Discount / No-Pay / Net

O1416	ORTHO CLINICAL DIAGNOSTICS	1,298.14	0.00	0.00	1,298.14

Vendor# Vendor Name — Class — Pay Code

10152 PARTSSOURCE, LLC

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
05725973		04/22/202	04/03/202	05/03/202			636.47	0.00	0.00	636.47

Vendor Totals: Number Name — Gross / Discount / No-Pay / Net

10152	PARTSSOURCE, LLC	636.47	0.00	0.00	636.47

Vendor#	Vendor Name				Class	Pay Code				
12708	POC ELECTRIC, LLC									
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
	4323		04/21/202	04/16/202	05/15/202			2,021.55	0.00	0.00	2,021.55
	Vendor Totals:	Number	Name					Gross	Discount	No-Pay	Net
		12708	POC ELECTRIC, LLC					2,021.55	0.00	0.00	2,021.55
Vendor#	Vendor Name				Class	Pay Code				
S1800	SHERWIN WILLIAMS				W					
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
	033125		04/23/202	03/31/202	04/15/202			1,244.39	0.00	0.00	1,244.39
	Vendor Totals:	Number	Name					Gross	Discount	No-Pay	Net
		S1800	SHERWIN WILLIAMS					1,244.39	0.00	0.00	1,244.39
Vendor#	Vendor Name				Class	Pay Code				
S2001	SIEMENS MEDICAL SOLUTIONS INC				M					
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
	116713038		04/22/202	04/17/202	05/12/202			2,617.41	0.00	0.00	2,617.41
	Vendor Totals:	Number	Name					Gross	Discount	No-Pay	Net
		S2001	SIEMENS MEDICAL SOLUTIONS INC					2,617.41	0.00	0.00	2,617.41
Vendor#	Vendor Name				Class	Pay Code				
14716	SINGLETON ASSOCIATES PA									
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
	042325		04/23/202	04/23/202	04/23/202			1,380.40	0.00	0.00	1,380.40
	Vendor Totals:	Number	Name					Gross	Discount	No-Pay	Net
		14716	SINGLETON ASSOCIATES PA					1,380.40	0.00	0.00	1,380.40
Vendor#	Vendor Name				Class	Pay Code				
11296	SOUTH TEXAS BLOOD & TISSUE CEN									
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
	CM12535A		04/15/202	06/15/202	05/01/202			-2,846.00	0.00	0.00	-2,846.00
		removed									
	I07049477		04/21/202	04/15/202	05/15/202			4,296.00	0.00	0.00	4,296.00
	CM14735		04/21/202	04/15/202	05/15/202			-2,015.00	0.00	0.00	-2,015.00
	Vendor Totals:	Number	Name					Gross	Discount	No-Pay	Net
		11296	SOUTH TEXAS BLOOD & TISSUE CEN					-565.00	0.00	0.00	-565.00
Vendor#	Vendor Name				Class	Pay Code				
S3960	STERICYCLE, INC									
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
	8010546814		04/21/202	04/18/202	05/15/202			3,210.57	0.00	0.00	3,210.57
		MAY SUBSCRIPTION SERVICES									
	Vendor Totals:	Number	Name					Gross	Discount	No-Pay	Net
		S3960	STERICYCLE, INC					3,210.57	0.00	0.00	3,210.57
Vendor#	Vendor Name				Class	Pay Code				
S3940	STERIS CORPORATION				M					
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
	13652405		04/22/202	04/07/202	05/02/202			147.64	0.00	0.00	147.64
	13689280		04/22/202	04/15/202	05/10/202			448.54	0.00	0.00	448.54
	Vendor Totals:	Number	Name					Gross	Discount	No-Pay	Net
		S3940	STERIS CORPORATION					596.18	0.00	0.00	596.18
Vendor#	Vendor Name				Class	Pay Code				

10758 TEXAS SELECT STAFFING, LLC

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
0025260		04/21/202	04/16/202	05/15/202			6,723.00	0.00	0.00	6,723.00

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	10758	TEXAS SELECT STAFFING, LLC	6,723.00	0.00	0.00	6,723.00

Vendor# U1064 Vendor Name: UNIFIRST HOLDINGS INC — Class: — Pay Code: —

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
2921057784		04/22/202	04/14/202	05/09/202			3,525.44	0.00	0.00	3,525.44
2921057798		04/22/202	04/14/202	05/09/202			142.09	0.00	0.00	142.09
2921058135		04/22/202	04/17/202	05/12/202			181.87	0.00	0.00	181.87
2921058228		04/22/202	04/17/202	05/12/202			381.99	0.00	0.00	381.99
2921058151		04/22/202	04/17/202	05/12/202			142.55	0.00	0.00	142.55
2921058137		04/22/202	04/17/202	05/12/202			190.73	0.00	0.00	190.73
2921058116		04/22/202	04/17/202	05/12/202			341.02	0.00	0.00	341.02
2921058142		04/22/202	04/17/202	05/12/202			165.78	0.00	0.00	165.78
2921058108		04/22/202	04/17/202	05/12/202			2,887.64	0.00	0.00	2,887.64
2921058147		04/22/202	04/17/202	05/12/202			282.71	0.00	0.00	282.71

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	U1064	UNIFIRST HOLDINGS INC	8,241.82	0.00	0.00	8,241.82

Vendor# U1056 Vendor Name: UNIFORM ADVANTAGE — Class: W — Pay Code: —

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
SIV16395066		04/15/202	03/21/202	04/05/202			91.90	0.00	0.00	91.90

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	U1056	UNIFORM ADVANTAGE	91.90	0.00	0.00	91.90

Vendor# V1056 Vendor Name: VICTORIA AIR CONDITIONING LTD — Class: W — Pay Code: —

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
217683		04/23/202	04/23/202	05/01/202			500.00	0.00	0.00	500.00

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	V1056	VICTORIA AIR CONDITIONING LTD	500.00	0.00	0.00	500.00

Vendor# 17260 Vendor Name: VIRGINIA BERNARDINO — Class: — Pay Code: —

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
031025		03/17/202	04/20/202	05/15/202			91.00	0.00	0.00	91.00

Hazmat Training

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	17260	VIRGINIA BERNARDINO	91.00	0.00	0.00	91.00

Vendor# I1110 Vendor Name: WERFEN USA LLC — Class: — Pay Code: —

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
9111823543		04/22/202	04/15/202	05/10/202			1,571.67	0.00	0.00	1,571.67

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	I1110	WERFEN USA LLC	1,571.67	0.00	0.00	1,571.67

Vendor#	Vendor Name	Class	Pay Code
10556	WOUND CARE SPECIALISTS		

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
WCS00007255		04/21/202	04/01/202	05/15/202			11,675.00	0.00	0.00	11,675.00

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	10556	WOUND CARE SPECIALISTS	11,675.00	0.00	0.00	11,675.00

Grand Totals:	Gross	Discount	No-Pay	Net
	272,126.94	0.00	0.00	272,126.94

APR 25 2025

272,126.94 +
25.00 - pg 1. removed no invoice
272,101.94 ◇
2,846.00 - - pg 8. removed credit
274,947.94 ◇

McKESSON

Company: 8000

STATEMENT

MEMORIAL MEDICAL CENTER
AP
615 N VIRGINIA STREET
PORT LAVACA TX 77979

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

✓

As of: 04/25/2025 Page: 002

DC: B115
Customer INV SupplD:
Territory:

Customer: 632536
Date: 04/26/2025

To ensure proper credit to your account, detach and return this stub with your remittance

As of: 04/25/2025 Page: 002
Mail to: Comp: 8000

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

Cust: 632536 PLEASE CHECK ANY
Date: 04/26/2025 ITEMS NOT PAID (✓)

National Account 632536

Billing Date	Due Date	Receivable Number	Order Reference	Description	Cash Discount	Amount (gross)	P F	Amount (net)	P F	Receivable Number	

PF column legend: P = Past Due Item, F = Future Due Item, blank = Current Due Item

TOTAL: National Acct 632536 MEMORIAL MEDICAL CENTER

Subtotals: 115.37 USD

Future Due:	0.00	If Paid By 04/29/2025,		Due If Paid On Time:	
		Pay This Amount:	113.06 USD	USD	113.06
Past Due:	0.00			Disc lost if paid late:	2.31
Last Payment	2,451.97	If Paid After 04/29/2025,		Due If Paid Late:	
08/07/2017		Pay this Amount:	115.37 USD	USD	115.37

✓ 83

APPROVED ON

APR 28 2025

BY COUNTY AUDITOR
CATHERINE [illegible]

0-93 +
112-13 +
113-06 =

For AR Inquiries please contact 800-867-0333

McKESSON

Company: 8000

STATEMENT

WALMART 1098/MEM MED PHS
MEMORIAL MEDICAL CENTER
VICKY KALISEK
815 N VIRGINIA ST
PORT LAVACA TX 77979

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

As of: 04/25/2025 Page: 001

DC: 8115
Customer INV SuppID:
Territory: 7001

Customer: 256342
Date: 04/26/2025

To ensure proper credit to your account, detach and return this stub with your remittance

As of: 04/25/2025 Page: 001
Mail to: Comp: 8000

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

Cust: 256342 **PLEASE CHECK ANY**
Date: 04/26/2025 **ITEMS NOT PAID (✓)**

Billing Date	Due Date	Receivable Number	National Account 632536 Order Reference	Description	Cash Discount	Amount (gross)	P F	Amount (net)	P F	Receivable Number	
Customer Number 256342 WALMART 1098/MEM MED PHS											
04/25/2025	04/29/2025	7564953445	234226892	115Invoice	0.02	0.95		0.93	✓	7564953445	

PF column legend: P = Past Due Item, F = Future Due Item, blank = Current Due Item

TOTAL: Customer Number 256342 WALMART 1098/MEM MED PHS

Subtotals: 0.95 USD

Future Due: 0.00

Past Due: 0.00

Last Payment 138.94
04/21/2025

If Paid By 04/29/2025, Pay This Amount: 0.93 USD

If Paid After 04/29/2025, Pay this Amount: 0.95 USD

Due If Paid On Time: USD 0.93

Disc lost if paid late: 0.02

Due If Paid Late: USD 0.95

APPROVED ON

APR 2 8 2025

BY COUNTY AUDITOR

For AR Inquiries please contact 800-867-0333

McKESSON

Company: 8000

STATEMENT

HEB PHCY WHSE/MEM MED PHS
MEMORIAL MEDICAL CENTER
VICKY KALISEK
815 N VIRGINIA ST
PORT LAVACA TX 77979

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

As of: 04/25/2025 Page: 001

DC: 8115
Customer INV SuppID:
Territory: 7001

Customer: 820405
Date: 04/26/2025

To ensure proper credit to your account, detach and return this stub with your remittance

As of: 04/25/2025 Page: 001
Mail to: Comp: 8000

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

Cust: 820405 **PLEASE CHECK ANY**
Date: 04/26/2025 **ITEMS NOT PAID (✓)**

National Account 632536

Billing Date	Due Date	Receivable Number	Order Reference	Description	Cash Discount	Amount (gross)	P F	Amount (net)	P F	Receivable Number	
Customer Number 820405 HEB PHCY WHSE/MEM MED PHS											
04/24/2025	04/29/2025	7564476456	B2504-055-198331	115Invoice	2.29	114.42		112.13	✓	7564476456	

PF column legend: P = Past Due Item, F = Future Due Item, blank = Current Due Item

TOTAL: Customer Number 820405 HEB PHCY WHSE/MEM MED PHS

Subtotals: 114.42 USD

Future Due:	0.00			Due If Paid On Time: USD	112.13
Past Due:	0.00	If Paid By 04/29/2025, Pay This Amount:	112.13 USD	Disc lost if paid late:	2.29
Last Payment 04/31/2025	138.94	If Paid After 04/29/2025, Pay this Amount:	114.42 USD	Due If Paid Late: USD	114.42

APPROVED ON

APR 28 2025

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

For AR Inquiries please contact 800-867-0333

AmerisourceBergen

STATEMENT

Statement Number: 69622140
Date: 04-25-2025

Serviced By:
AMERISOURCEBERGEN DRUG CORP
501 PATRIOT PARKWAY
ROANOKE TX 76262-6336

DEA: RA0316958
866-451-8665

Customer:
WALGREENS CENTRAL FILL #21373 340B
MEMORIAL MEDICAL CENTER
4100 DALE EARNHARDT WAY 200
NORTHLAKE TX 76262-2389

Remit To:
AMERISOURCEBERGEN
PO Box 978740
DALLAS TX 75397-8740

Customer Number
100566356 / 100566356

Terms
Sat - Fri Due in 7 days

Summary	
Not Yet Due:	0.00
Current:	550.92
Past Due:	0.00
Total Due:	550.92
Account Balance:	550.92

Account Activity

Document Date	Due Date	Reference Number	Purchase Order Number	Document Type	Original Amount	Last Receipt	Amount Received	Balance
04-21-2025	05-02-2025	3212598112	7009468679	Invoice	3.76		0.00	3.76
04-21-2025	05-02-2025	3212598114	7009476081	Invoice	17.01		0.00	17.01
04-21-2025	05-02-2025	3212658363	7009482508	Invoice	265.06		0.00	265.06
04-22-2025	05-02-2025	3212794146	7009490185	Invoice	3.39		0.00	3.39
04-24-2025	05-02-2025	3212950129	7009498300	Invoice	7.54		0.00	7.54
04-24-2025	05-02-2025	3213055635	7009508166	Invoice	254.16		0.00	254.16

Current	1-15 Days	16-30 Days	31-60 Days	61-90 Days	91-120 Days	Over 120 Days
550.92	0.00	0.00	0.00	0.00	0.00	0.00

APPROVED ON
APR 28 2025
BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

Reminders

Due Date	Amount
05-02-2025	550.92
Total Due:	550.92

85

AmerisourceBergen

STATEMENT

Statement Number: 69605633
Date: 04-25-2025

Serviced By:
AMERISOURCEBERGEN DRUG CORP
12727 W. AIRPORT BLVD.
SUGAR LAND TX 77478-6101

DEA: RA0289276
866-451-9655

Customer:
WALGREENS #12494 340B
MEMORIAL MEDICAL CENTER
1302 N VIRGINIA ST
PORT LAVACA TX 77979-2509

Remit To:
AMERISOURCEBERGEN
PO Box 905223
CHARLOTTE NC 28290-5223

Customer Number
100135284 / 037028186

Terms
Sat - Fri Due In 7 days

Summary

Not Yet Due:	0.00
Current:	359.18
Past Due:	0.00
Total Due:	359.18
Account Balance:	359.18

Account Activity

Document Date	Due Date	Reference Number	Purchase Order Number	Document Type	Original Amount	Last Receipt	Amount Received	Balance
04-21-2025	05-02-2025	3212613041	7009459171	Invoice	79.32		0.00	79.32
04-21-2025	05-02-2025	3212613042	7009466830	Invoice	13.57		0.00	13.57
04-21-2025	05-02-2025	3212613043	7009468830	Invoice	1.10		0.00	1.10
04-21-2025	05-02-2025	3212613044	7009476890	Invoice	4.14		0.00	4.14
04-22-2025	05-02-2025	3212757877	7009483443	Invoice	8.54		0.00	8.54
04-24-2025	05-02-2025	3213015073	7009497757	Invoice	17.91		0.00	17.91
04-25-2025	05-02-2025	3213142936	7009505383	Invoice	234.60		0.00	234.60

Current	1-15 Days	16-30 Days	31-60 Days	61-90 Days	91-120 Days	Over 120 Days
359.18	0.00	0.00	0.00	0.00	0.00	0.00

Thank You for Your Payment

Date	Amount
04-25-2025	(734.02)

APPROVED ON
APR 28 2025
ACCOUNTS AUDITOR

Reminders

Due Date	Amount
05-02-2025	359.18
Total Due:	359.18

4881	76351	1	1	D	2025	100000394	O	4/21/2025	$22,038.58	1 TRUESCRIPTS MANAGEMENT SERVICE LLC	P	517	O	[redacted]	PCS	F	3/24/2025	4/8/2025	464334744
4882	76352	1	2	I	2025	84000459	O	4/21/2025	$21.73	1 MELISSA A KAINER ERWIN MD PA	P	372	O		DV	F	3/21/2025	3/23/2025	200802489
4883	76352	2	70	O	2025	87000864	O	4/21/2025	$20.37	1 CLINICAL PATHOLOGY LABS, INC	P	372	O		AB	F	3/19/2025	3/19/2025	742554859
4884	76353	2	70	O	2025	99000989	O	4/21/2025	$93.52	1 COASTAL SKIN CARE & WELLNESS CENTER	P	457	O		OVS	F	3/19/2025	3/19/2025	742068724
4885	76353	2	33	O	2025	84000536	O	4/21/2025	$134.82	1 BAYLOR COLLEGE OF MEDICINE	P	457	O		OVS	F	3/17/2025	3/17/2025	806791563
4886	76353	2	70	O	2025	80000992	O	4/21/2025	$173.99	1 VICTORIA WOMENS CLINIC ASSOCIATES	P	372	O		AB	F	3/18/2025	3/18/2025	741831291
4888	76353	3	69	1	2025	83001467	O	4/21/2025	$32.25	1 PORT LAVACA CLINIC ASSOCIATES	P	177	O		DV	F	3/19/2025	3/19/2025	742605670
4890	76353	3	42	O	2025	80000620	O	4/21/2025	$54.76	1 DETAR HEALTHCARE SYSTEM	P	186	O		HLAB	F	3/13/2025	3/13/2025	671754940
4901	76354	3	9	2	2025	92000995	O	4/21/2025	$57.01	1 VICTORIA ORTHOPEDIC CENTER, PLLC	P	457	O		OVS	F	3/26/2025	3/26/2025	260151734
4902	76354	3	69	1	2025	80001669	O	4/21/2025	$65.89	1 PORT LAVACA CLINIC ASSOCIATES	P	177	O		DV	F	3/17/2025	3/17/2025	742605670
4903	76354	3	31	O	2025	83001449	O	4/21/2025	$65.89	1 PORT LAVACA CLINIC ASSOCIATES	P	177	O		DV	F	3/18/2025	3/18/2025	742605670
4904	76354	3	47	O	2025	90000815	O	4/21/2025	$65.89	1 PORT LAVACA CLINIC ASSOCIATES	P	177	O		DV	F	3/26/2025	3/26/2025	742605670
4905	76354	3	55	O	2025	91001932	O	4/21/2025	$65.89	1 JESUS AGUIRRE-BURGOS	P	177	O		DV	F	3/28/2025	3/28/2025	760423386
4906	76354	3	59	1	2025	92000990	O	4/21/2025	$65.89	1 PORT LAVACA CLINIC ASSOCIATES	P	728	O		TEAM	F	3/28/2025	3/28/2025	742605670
4907	76354	3	65	O	2025	98001902	O	4/21/2025	$65.89	1 AMERICAN REGIONAL HEALTH CENTER	P	177	O		DV	F	3/25/2025	3/25/2025	742640382
4908	76354	3	74	1	2025	86000873	O	4/21/2025	$105.00	1 SOUTH TEXAS EYE CENTER	P	457	O		OVS	F	3/20/2025	3/20/2025	742584935
4909	76354	3	84	O	2025	87000991	O	4/21/2025	$174.66	1 VICTORIA WOMENS CLINIC ASSOCIATES	P	372	O		AB	F	3/21/2025	3/21/2025	741831291
4910	76354	3	91	O	2025	84000503	O	4/21/2025	$132.62	1 ORTHOLONESTAR PLLC	P	431	O		SFS	F	12/11/2024	12/11/2024	842138548
4911	76354	3	8	O	2025	79001169	O	4/21/2025	$145.00	1 SOUTH TEXAS EYE CENTER	P	457	O		OVS	F	3/13/2025	3/13/2025	742194935
4912	76354	3	73	2	2025	87000955	O	4/21/2025	$349.31	1 SCOTT & WHITE CLINIC	P	177	O		OV	F	3/24/2025	3/24/2025	742958277
4913	76354	3	69	1	2025	84000497	O	4/21/2025	$398.31	1 PORT LAVACA CLINIC ASSOCIATES	P	178	O		SO	F	3/20/2025	3/20/2025	742605670
4914	76354	3	31	O	2025	84000490	O	4/21/2025	$221.37	1 ORTHOLONESTAR PLLC	P	457	O		OVS	F	8/26/2024	8/26/2024	842195648
4917	76354	3	42	O	2025	84000502	O	4/21/2025	$269.64	1 COMMUNITY PATHOLOGY ASSOCIATES	P	185	O		LAB	F	3/17/2025	3/17/2025	760423006
4920	76355	1	42	O	2025	83001416	O	4/21/2025	$356.53	1 PORT LAVACA CLINIC ASSOCIATES	P	178	O		SO	F	3/13/2025	3/13/2025	742605670
4921	76355	1	35	1	2025	80000822	O	4/21/2025	$368.00	1 PAM SPECIALTY HOSPITAL OF VICTORIA NORTH	P	462	O		HPT	F	1/2/2025	1/30/2025	383743547
4924	76355	1	35	1	2025	80000623	O	4/21/2025	$575.00	1 PAM SPECIALTY HOSPITAL OF VICTORIA NORTH	P	462	O		HPT	F	12/19/2024	12/30/2024	383743547
4925	76453	8	69	1	2025	84000482	O	4/21/2025	$608.79	1 PORT LAVACA CLINIC ASSOCIATES	P	178	O		SO	F	1/30/2025	3/26/2025	742605670
4931	76360	1	17	2	2025	92001052	O	4/21/2025	$160.00	1 NEXTCARE URGENT CARE	P	487	O		URG	F	3/26/2025	3/26/2025	260845489
4932	76360	2	72	O	2025	85000806	O	4/21/2025	$65.28	1 TMH PHYSICIAN ASSOCIATES, PLLC	P	450	O		XRDS	F	3/21/2025	3/21/2025	300570570
4933	76360	2	29	O	2025	97000961	O	4/21/2025	$73.02	1 HILLCROFT MEDICAL CLINIC ASSOC	P	457	O		OVS	F	4/2/2025	4/2/2025	741700861
4934	76360	2	72	O	2025	85000825	O	4/21/2025	$101.18	1 MSHWA LLC	P	470	O		DME	F	3/10/2025	3/10/2025	902369458
4938	76360	3	119	O	2025	99000562	O	4/21/2025	$3.72	1 COASTAL SKIN CARE & WELLNESS CENTER	P	457	O		OVS	F	3/10/2025	3/10/2025	742068724
4939	76360	3	49	2	2025	79001184	O	4/21/2025	$53.37	1 DIAGNOSTIC IMAGING ASSOCIATES, PA	P	189	O		ERD	F	3/13/2025	3/13/2025	760686474
4941	76360	3	44	1	2025	78001024	O	4/21/2025	$41.16	1 PORT LAVACA CLINIC	P	177	O		OV	F	3/13/2025	3/13/2025	742605670
4943	76360	3	126	O	2025	79001227	O	4/21/2025	$58.14	1 MELISSA A. KAINER ERWIN, MD PA	P	457	O		OVS	F	3/18/2025	3/18/2025	200802489
4944	76360	3	94	O	2025	79001158	O	4/21/2025	$59.94	1 AYO ADU, MD PLLC	P	177	O		OV	F	3/17/2025	3/17/2025	273335355
4945	76360	3	74	O	2025	93001410	O	4/21/2025	$59.94	1 AYO ADU, MD PLLC	P	177	O		OV	F	4/1/2025	4/1/2025	273335355
4946	76360	3	37	1	2025	84000512	O	4/21/2025	$63.11	1 MELISSA MILLER TH RNPC	P	177	O		OV	F	3/18/2025	3/18/2025	742620406
4947	76360	3	94	O	2025	94001214	O	4/21/2025	$65.87	1 ANN M. ALEMAN-WZINMANN MD, PA	P	457	O		OVS	F	3/31/2025	3/31/2025	134736684
4948	76360	3	53	1	2025	93001409	O	4/21/2025	$68.14	1 MELISSA A. KAINER ERWIN, MD PA	P	177	O		OV	F	4/1/2025	4/1/2025	200802488
4949	76360	3	37	1	2025	83001458	O	4/21/2025	$77.61	1 GULF BEND CENTER	P	728	O		TELM	F	3/10/2025	3/10/2025	741659064
4951	76360	3	81	O	2025	100000137	O	4/21/2025	$94.58	1 HOUSTON RHEUMATOLOGY CENTER - BAYTOWN	P	457	O		OVS	F	2/17/2025	2/17/2025	271402471
4952	76360	3	51	1	2025	86000707	O	4/21/2025	$110.04	1 VICTORIA EYE CENTER	P	457	O		OVS	F	3/17/2025	3/17/2025	741208337
4953	76360	3	117	O	2025	83001405	O	4/21/2025	$111.43	1 PODIATRY ASSOCIATES OF VICTORIA	P	457	O		OVS	F	3/19/2025	3/19/2025	200719703
4954	76360	3	117	O	2025	94001270	O	4/21/2025	$124.66	1 VICTORIA WOMENS CLINIC ASSOCIATES	P	172	O		AB	F	3/27/2025	3/27/2025	741831291
4955	76360	3	120	O	2025	92000958	O	4/21/2025	$129.58	1 BEACON REHAVORAL OF TEXAS	P	360	O		POV	F	3/27/2025	3/27/2025	261358703
4957	76360	3	59	1	2025	94000853	O	4/21/2025	$144.22	1 FAMILY CARE CENTER	P	350	O		POV	F	2/20/2025	2/20/2025	810970501
4958	76360	3	121	O	2025	91001469	O	4/21/2025	$148.43	1 CHILDRENS PHYSICIAN SERVICES OF SOUTH	P	180	O		XRDR	F	3/31/2025	3/31/2025	742620408
4959	76360	3	37	1	2025	79001156	O	4/21/2025	$164.23	1 CHILDRENS PHYSICIAN SERVICES OF SOUTH	P	541	O		SLPS	F	3/14/2025	3/14/2025	742620408
4960	76360	3	30	1	2025	107000397	O	4/21/2025	$165.15	1 THE PHIA GROUP, LLC	P	503	O		AUDT	F	4/8/2025	4/8/2025	415048135
4961	76360	3	22	6	2025	78000954	O	4/21/2025	$217.94	1 CHILDRENS PHYSICIAN SERVICES OF SOUTH	P	177	O		OV	F	11/13/2024	11/13/2024	742620408
4967	76360	3	133	O	2025	97000927	O	4/21/2025	$225.22	1 CHILDRENS PHYSICIAN SERVICES OF SOUTH	P	172	O		AB	F	3/31/2025	3/31/2025	742620408
4963	76360	3	51	1	2025	94001584	O	4/21/2025	$267.40	1 VICTORIA SURGERY CENTER, INC.	P	833	O		ASF	F	3/31/2025	3/31/2025	742803100
4964	76360	3	129	O	2025	91001039	O	4/21/2025	$284.62	1 TMH PHYSICIAN ASSOCIATES, PLLC	P	457	O		OVS	F	3/28/2025	3/28/2025	300520570
4967	76360	3	21	1	2025	98001924	O	4/21/2025	$303.85	1 HARESH KUMAR M.D	P	466	O		DI	F	3/25/2025	3/25/2025	453050693
4968	76360	3	112	O	2025	87000909	O	4/21/2025	$334.66	1 VICTORIA WOMENS CLINIC	P	172	O		AB	F	3/20/2025	3/20/2025	741831291
4969	76360	3	31	O	2025	90000806	O	4/21/2025	$380.72	1 VICTORIA HEART VASCULAR CENTER	P	457	O		OVS	F	3/25/2025	3/25/2025	582264144
4972	76360	3	30	1	2025	107000232	O	4/21/2025	$632.05	1 USAP-TEXAS	P	176	O		AID	F	10/25/2024	10/25/2024	760482002
4975	76360	3	81	O	2025	91001528	O	4/21/2025	$1,015.91	1 MEMORIAL HERMANN SUGAR LAND HOSPITAL	P	182	O		HXH	F	9/16/2024	9/16/2024	741152593
4976	76360	3	45	O	2025	91001457	O	4/21/2025	$1,108.88	1 VICTORIA EYE CENTER	P	178	O		SO	F	3/25/2025	3/25/2025	742208337
4981	76360	3	37	1	2025	79000782	O	4/21/2025	$2,778.37	1 DRISCOLL CHILDRENS HOSPITAL	P	541	O		SLPS	F	3/14/2025	3/14/2025	742577746
4984	76370	3	44	O	2025	81001418	O	4/21/2025	$7,906.24	1 ANNMARIE POPATIA MD	P	457	O		OVS	F	3/10/2025	3/10/2025	760599320
4985	76370	3	84	O	2025	86000809	O	4/21/2025	$342.92	1 TMH PHYSICIAN ASSOCIATES, PLLC	P	431	O	[redacted]	SFS	F	3/24/2025	3/24/2025	300520570
									$44,168.49											

89

APPROVED FOR
APR 23 2025

MEMORIAL MEDICAL CENTER
PROSPERITY BANK
ELECTRONIC TRANSFERS FOR OPERATING ACCOUNT --- April 21, 2025 - April 27, 2025

Date	Bank Description	MMC Notes	Amount	CPSI "Handwritten Check" #
4/25/2025	PAY PLUS ACHTrans 65118780 101000694187256 P	- 3rd Party Payor Fee	116.32	901552
4/25/2025	HPHG LLC PORT LAVA MemMedCtr PtLav 113122650	- Health Insurance Claim Payments	90,528.27 *	800611
4/25/2025	HEALTHEQUITY INC HealthEqui 1356888 91000013	- EmpDeduct/Employer Contribut	1,112.00 * **	800612
4/25/2025	EXPERTPAY EXPERTPAY 746003411 91000012930713	-Child Support Payment	524.54	800613
4/25/2025	AMERISOURCE BERG PAYMENTS 0100007768 2100002	- 340B Drug Program Expense	734.02 * **	550759
4/25/2025	MEMORIAL MEDICAL PAYROLL 746003411 113122650	- Payroll	395,859.65 * **	
4/24/2025	PAY PLUS ACHTrans 65047679 101000692854331 P	- 3rd Party Payor Fee	19.97	901553
4/23/2025	PAY PLUS ACHTrans 64815487 101000691153154 P	- 3rd Party Payor Fee	71.45	901554
4/22/2025	PAY PLUS ACHTrans 64599566 101000699680331 P	- 3rd Party Payor Fee	30.98	901555
4/22/2025	MCKESSON DRUG AUTO ACH ACH06484358 910000121	- 340B Drug Program Expense	138.94 * **	550760
4/21/2025	PAY PLUS ACHTrans 64407476 101000698139706 P	- 3rd Party Payor Fee	242.43	901556
			489,378.57	

April 28, 2025 * Approved on 4.16.25 cc
** Approved on 4.23.25 cc

Steve Brock, CFO
Memorial Medical Center

PROSPERITY BANK
ELECTRONIC TRANSFERS FOR OPERATING ACCOUNT -- ESTIMATED ACHS

Date	Description	MMC Notes	Amount
			0.00

April 28, 2025

Steve Brock, CFO
Memorial Medical Center

APPROVED ON
APR 28 2025
BY COUNTY AUDITOR

489,378.57 *
[illegible]
116.00
726.02
[illegible]
1,776.96 *
1,009.69 ◊
[illegible]
0.00 ◊

pay plus
116.32 *
19.97 *
71.45 *
30.98 *
242.43 *
481.15 ◊
0.C

Child Support
524.54 *
524.54 *
0.C

481.15 *
524.54 *
1,005.69 ◊

RECEIVED BY THE
COUNTY AUDITOR ON

APR 25 2025

04/24/2025
10:50

CALHOUN COUNTY, TEXAS

MEMORIAL MEDICAL CENTER
AP Open Invoice List
Due Dates Through: 05/16/2025

0
ap_open_invoice.template

Vendor#	Vendor Name	Class	Pay Code
11832	BROADMOOR AT CREEKSIDE PARK		

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
041825		04/23/202	04/18/202	05/16/202			276.64	0.00	0.00	276.64

ins. pmt. dep. into mmc opt in error

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	11832	BROADMOOR AT CREEKSIDE PARK	276.64	0.00	0.00	276.64

Grand Totals:	Gross	Discount	No-Pay	Net
	276.64	0.00	0.00	276.64

APPROVED ON

APR 25 2025

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

RECEIVED BY THE
COUNTY AUDITOR ON

APR 25 2025

04/24/2025 MEMORIAL MEDICAL CENTER 0
10:51 CALHOUN COUNTY, TEXAS AP Open Invoice List ap_open_invoice.template
Due Dates Through: 05/16/2025

Vendor#	Vendor Name	Class	Pay Code
11836	GOLDENCREEK HEALTHCARE		

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
042125		04/23/202	04/21/202	05/16/202			52,533.49	0.00	0.00	52,533.49
042225A		04/23/202	04/22/202	05/16/202			375.00	0.00	0.00	375.00
042225		04/23/202	04/22/202	05/16/202			0.19	0.00	0.00	0.19

QIPP 48 Q1 Pmt.

Ins. Pmt Clrg. into MMC Dpt. in error

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	11836	GOLDENCREEK HEALTHCARE	52,908.68	0.00	0.00	52,908.68

Grand Totals:	Gross	Discount	No-Pay	Net
	52,908.68	0.00	0.00	52,908.68

APPROVED ON
APR 25 2025
BY COUNTY AUDITOR

RECEIVED BY THE
COUNTY AUDITOR ON

APR 25 2025

04/24/2025
11:09

CALHOUN COUNTY, TEXAS

MEMORIAL MEDICAL CENTER
AP Open Invoice List
Due Dates Through: 05/16/2025

0
ap_open_invoice.template

Vendor# Vendor Name Class Pay Code
13004 TUSCANY VILLAGE

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
041825		04/23/202	04/18/202	05/16/202			2,514.00	0.00	0.00	2,514.00
	INS. pmt dep into MMC opt in error									
041825A		04/23/202	04/18/202	05/16/202			29,290.00	0.00	0.00	29,290.00
042125A		04/23/202	04/21/202	05/16/202			937.05	0.00	0.00	937.05
042225		04/23/202	04/22/202	05/16/202			5,154.94	0.00	0.00	5,154.94
041725		04/24/202	04/17/202	05/16/202			14,359.05	0.00	0.00	14,359.05

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	13004	TUSCANY VILLAGE	52,255.04	0.00	0.00	52,255.04

Grand Totals:	Gross	Discount	No-Pay	Net
	52,255.04	0.00	0.00	52,255.04

APPROVED ON
APR 25 2025
BY COMMISSIONERS COURT

RECEIVED BY THE
COUNTY AUDITOR ON

APR 25 2025

Vendor# Vendor Name Class Pay Code

12792 LAVACA BAY NURSING AND REHAB

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
041625		04/23/202	04/16/202	05/16/202			667.98	0.00	0.00	667.98
	ins. pmt. dlvd into mmc opt in error									
041825		04/23/202	04/18/202	05/16/202			1,462.64	0.00	0.00	1,462.64
041825A		04/23/202	04/18/202	05/16/202			448.64	0.00	0.00	448.64
042125		04/23/202	04/21/202	05/16/202			2,381.52	0.00	0.00	2,381.52
042225		04/23/202	04/22/202	05/16/202			2,165.28	0.00	0.00	2,165.28
041725		04/24/202	04/17/202	05/16/202			157.81	0.00	0.00	157.81

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	12792	LAVACA BAY NURSING AND REHAB	7,283.87	0.00	0.00	7,283.87

Grand Totals:	Gross	Discount	No-Pay	Net
	7,283.87	0.00	0.00	7,283.87

APPROVED FOR
APR 25 2025
PAY

Memorial Medical Center
Nursing Home UPL
Weekly Cantex Transfer
Prosperity Accounts
4/28/2025

Nursing Home	Account Number	Previous Beginning Balance	Transfer-Out	ACH Transfer-In	Pending Deposits		Today's Beginning Balance	Amount to Be Transferred to Nursing Home
Ashford Gardens		27,040.56	17,185.51	124,471.16			134,326.21	124,471.16
						Bank Balance	134,326.21	
						Variance	-	
						Leave in Balance	100.00	
						Wellpoint Y7 Interim Allocation	2,912.17	
						Wellpoint Y8 Q1- owed to Sweeny Hosp	6,842.88	
						Adjust Balance/Transfer Amt	124,471.16	
Broadmoor		75,421.94	18,338.86	456.19			57,539.27	-
						Bank Balance	57,539.27	
						Variance	-	
						Leave in Balance	100.00	
						Wellpoint Y7 Interim Allocation	53,702.58	
						Wellpoint Y8 Q1- owed to Sweeny Hosp	3,280.50	
						Adjust Balance/Transfer Amt	456.19	
Crescent		52,472.90	12,797.51	235,026.24			274,701.63	235,026.24
						Bank Balance	274,701.63	
						Variance	-	
						Leave in Balance	100.00	
						Wellpoint Y7 Interim Allocation	36,856.22	
						Wellpoint Y8 Q1- owed to Sweeny Hosp	2,719.17	
						Adjust Balance/Transfer Amt	235,026.24	
Fort Bend		7,890.55	4,986.89	24,306.13			26,709.77	24,306.13
						Bank Balance	26,709.77	
						Variance	-	
						Leave in Balance	100.00	
						Wellpoint Y8 Q1- owed to Sweeny Hosp	2,303.64	
						Adjust Balance/Transfer Amt	24,306.13	
Select Rehabilitation		113,536.69	6,376.27	252,208.85			359,369.27	252,208.85
						Bank Balance	359,369.27	
						Variance	-	
						Leave in Balance	100.00	
						Wellpoint Y7 Interim Allocation	57,793.29	
						Molin Comp 1 Y7 recon	45,918.59	
						Wellpoint Y8 Q1- owed to Sweeny Hosp	3,348.54	
						Adjust Balance/Transfer Amt	252,208.85	
						TOTAL TRANSFERS		**636,012.38**

Routing Information for Ashford Gardens:

Ashford Health Care Center Ltd Co
JP Morgan Chase Bank

124,471.16 +
235,026.24 +
24,306.13 +
252,208.85 +
636,012.38

Houston / Fort Bend / Broadmoor:

Approved:
Steve Brock, CFO
4/28/2025

APPROVED ON
APR 28 2025
BY COUNTY AUDITOR

Note: Only balances of over $5,000 will be transferred to the nursing home.
Note 2: Each account has a base balance of $100 that MMC deposited to open account.

Ashford Gardens

		Transfer-Out	Transfer-In	MMC PORTION QIPP/Comp1	QIPP/Comp 2	QIPP/Comp3	QIPP/Comp4&Lapse	QIPP TI	NH PORTION
4/23/2025	WIRE OUT ASHFORD HEALTH CARE CENTER LTD	17,185.51	-					-	-
4/23/2025	NOVITAS SOLUTION HCCLAIMPMT 675423 420000119	-	19,966.90					-	19,966.90
4/21/2025	NOVITAS SOLUTION HCCLAIMPMT 675423 420000128	-	104,504.26					-	104,504.26
								-	-
								-	-
		17,185.51	124,471.16	-	-	-	-	-	124,471.16

Broadmoor

		Transfer-Out	Transfer-In	MMC PORTION QIPP/Comp1	QIPP/Comp 2	QIPP/Comp3	QIPP/Comp4&Lapse	QIPP TI	NH PORTION
4/25/2025	MANAGEANDNET1718 MNS PMNT 0000000000004293 41	-	67.50					-	67.50
4/24/2025	Deposit	-	388.69					-	388.69
4/23/2025	WIRE OUT CANTEX HEALTH CARE CENTERS III	18,338.86	-					-	-
								-	-
								-	-
		18,338.86	456.19	-	-	-	-	-	456.19

Cantex

		Transfer-Out	Transfer-In	MMC PORTION QIPP/Comp1	QIPP/Comp 2, 3 4 & Lapse	QIPP/Comp3	QIPP/Comp4&Lapse	QIPP TI	NH PORTION
4/25/2025	CIGNA HCCLAIMPMT 1669860425 910000133582300	-	4,399.50					-	4,399.50
4/24/2025	Deposit	-	5,596.20					-	5,596.20
4/24/2025	HNB - ECHO HCCLAIMPMT 746003411 440000270522	-	2,775.24					-	2,775.24
4/24/2025	NOVITAS SOLUTION HCCLAIMPMT 676323 420000139	-	37,432.63					-	37,432.63
4/23/2025	WIRE OUT CANTEX HEALTH CARE CENTERS III	12,797.51	-					-	-
4/23/2025	NOVITAS SOLUTION HCCLAIMPMT 676323 420000118	-	4,395.42					-	4,395.42
4/21/2025	NOVITAS SOLUTION HCCLAIMPMT 676323 420000128	-	180,427.25					-	180,427.25
								-	-
		12,797.51	235,026.24	-	-	-	-	-	235,026.24

Fort Bend

		Transfer-Out	Transfer-In	MMC PORTION QIPP/Comp1	QIPP/Comp 2, 3 4 & Lapse	QIPP/Comp3	QIPP/Comp4&Lapse	QIPP TI	NH PORTION
4/24/2025	NOVITAS SOLUTION HCCLAIMPMT 675663 420000139	-	7,888.92					-	7,888.92
4/23/2025	WIRE OUT CANTEX HEALTH CARE CENTERS III	4,986.89	-					-	-
4/22/2025	NOVITAS SOLUTION HCCLAIMPMT 675663 420000186	-	16,417.21					-	16,417.21
								-	-
								-	-
		4,986.89	24,306.13	-	-	-	-	-	24,306.13

Sonora West Houston

		Transfer-Out	Transfer-In	MMC PORTION QIPP/Comp1	QIPP/Comp 2, 3 4 & Lapse	QIPP/Comp3	QIPP/Comp4&Lapse	QIPP TI	NH PORTION
4/25/2025	AARP Supplemente HCCLAIMPMT 746003411 124384	-	6,075.50					-	6,075.50
4/24/2025	NOVITAS SOLUTION HCCLAIMPMT 676310 420000139	-	5,025.88					-	5,025.88
4/23/2025	WIRE OUT CANTEX HEALTH CARE CENTERS III	6,376.27	-					-	-
4/23/2025	NOVITAS SOLUTION HCCLAIMPMT 676310 420000118	-	6,653.27					-	6,653.27
4/22/2025	NOVITAS SOLUTION HCCLAIMPMT 676310 420000186	-	34,187.54					-	34,187.54
4/21/2025	NOVITAS SOLUTION HCCLAIMPMT 676310 420000128	-	200,266.66					-	200,266.66
								-	-
								-	-
		6,376.27	252,208.85	-	-	-	-	-	252,208.85

TOTALS		636,468.57	-	-	-	-	-	636,468.57

Balances Overview

Account Name				
*4357 MEMORIAL MEDICAL - OPERATING	$1,842,668.66	$1,870,947.43	$1,842,668.66	$2,299,426.72
*4381 MEMORIAL MEDICAL / NH ASHFORD	$134,326.21 ✓ ✓	$134,326.21	$134,326.21	$134,326.21
*4403 MEMORIAL MEDICAL / NH BROADMOOR	$57,539.27 ✓ ✓	$57,539.27	$57,539.27	$57,471.77
*4411 MEMORIAL MEDICAL / NH CRESCENT	$274,701.63 ✓	$276,049.98	$274,701.63	$270,302.13
*4438 MEMORIAL MEDICAL / SOLERA @ WEST HOUSTON	$359,369.27 ✓ ✓	$367,604.93	$359,369.27	$353,293.77
*4446 MEMORIAL MEDICAL / NH FORT BEND	$26,709.77 ✓ ✓	$35,063.50	$26,709.77	$26,709.77
*4454 MEMORIAL MEDICAL / NH GOLDEN CREEK HEALTHCARE	$320,712.35 ✓	$320,712.35	$320,712.35	$320,458.55
*4551 CAL CO INDIGENT HEALTHCARE	$5,494.35	$5,494.35	$5,494.35	$5,494.35
*5433 MMC -NH GULF POINTE PLAZA - PRIVATE PAY	$3,579.00 ✓	$21,444.21	$3,579.00	$3,579.00
*5441 MMC -NH GULF POINTE PLAZA - MEDICARE/MEDICAID	$101.43 ✓	$101.43	$101.43	$101.43
*5506 MMC -NH LAVACA BAY NURSING & REHAB	$461,716.73 ✓	$461,716.73	$461,716.73	$457,500.24
*3407 MMC -NH TUSCANY VILLAGE	$402,604.48 ✓	$404,986.12	$402,604.48	$384,915.57
*2998 MMC -MONEY MARKET FUND	$66,149.81	$66,149.81	$66,149.81	$66,149.81
*7168 MEMORIAL MEDICAL CENTER MONEY MKT 2	$39.79	$39.79	$39.79	$39.79
Total Balance	**$3,955,712.75**	**$4,022,176.11**	**$3,955,712.75**	**$4,379,769.11**

Memorial Medical Center
Nursing Home UPL
Weekly Nexion Transfer
Prosperity Accounts
4/28/2025

Nursing Home	Account Number	Previous Beginning Balance	Transfer-Out	Transfer-In	Pending Deposits		Today's Beginning Balance	Amount to Be Transferred to Nursing Home
Golden Creek		283,234.77	166,412.27	203,889.85		-	320,712.35	203,889.85
						Bank Balance	320,712.35	
						Variance	-	
						Leave in Balance	100.00	
						Superior Y7 Comp 1 Interim Allocation	108,403.35	
						Medicare Recoup owed to Tuscany	8,319.15	
						Adjust Balance/Transfer Amt	203,889.85	

Routing Information for Golden Creek:
Nexion Health at Golden Creek
Wells Fargo Bank, N.A.

Note: Only balances of over $5,000 will be transferred to the nursing home.
Note 2: Each account has a base balance of $100 that MMC deposited to open account.

Approved:
Steve Brock, CFO
4/28/2025

APPROVED ON
APR 28 2025
BY COUNTY AUDITOR
CALHOUN COUNTY TEXAS

Cash in Check		Transfer-Out	Transfer-In	MMC PORTION					NH PORTION
				CIPP/Comp1	CIPP/Comp 2	CIPP/Comp3	CIPP/Comp4 &Lapse	CIPP TI	
4/25/2025	TSYS/TRANSFIRST CR CD DEP 5436845558876917 43	-	253.80					-	253.80
4/24/2025	Deposit	-	174,132.47					-	174,132.47
4/24/2025	TSYS/TRANSFIRST CR CD DEP 5436845558876917 43	-	263.00					-	263.00
4/24/2025	HEALTH HUMAN SVC HCCLAIMPMT 17460034113011 2	-	5,475.84					-	5,475.84
4/23/2025	WIRE OUT NEXION HEALTH d/b/a GOLDEN CREEK HC	166,412.27	-					-	-
4/23/2025	TSYS/TRANSFIRST CR CD DEP 5436845558876917 43	-	4,950.00					-	4,950.00
4/23/2025	HNB - ECHO HCCLAIMPMT 746003411 440000231048	-	705.67					-	705.67
4/22/2025	NOVITAS SOLUTION HCCLAIMPMT 676097 420000186	-	6,944.39					-	6,944.39
4/21/2025	TSYS/TRANSFIRST CR CD DEP 5436845558876917 43	-	2,092.00					-	2,092.00
4/21/2025	Luminos Hospice Bill.com 015KSVYQFMGHX9D 210	-	9,072.68					-	9,072.68
								-	-
								-	-
								-	-
								-	-
								-	-
								-	-
		166,412.27	203,889.85	-	-	-	-	-	203,889.85

Balances Overview

Account Name				
*4357 MEMORIAL MEDICAL - OPERATING	$1,842,668.66	$1,870,947.43	$1,842,668.66	$2,299,426.72
*4381 MEMORIAL MEDICAL / NH ASHFORD	$134,326.21	$134,326.21	$134,326.21	$134,326.21
*4403 MEMORIAL MEDICAL / NH BROADMOOR	$57,539.27	$57,539.27	$57,539.27	$57,471.77
*4411 MEMORIAL MEDICAL / NH CRESCENT	$274,701.63	$276,049.98	$274,701.63	$270,302.13
*4438 MEMORIAL MEDICAL / SOLERA @ WEST HOUSTON	$359,369.27	$367,604.93	$359,369.27	$353,293.77
*4446 MEMORIAL MEDICAL / NH FORT BEND	$26,709.77	$35,063.50	$26,709.77	$26,709.77
*4454 MEMORIAL MEDICAL / NH GOLDEN CREEK HEALTHCARE	$320,712.35	$320,712.35	$320,712.35	$320,458.55
*4551 CAL CO INDIGENT HEALTHCARE	$5,494.35	$5,494.35	$5,494.35	$5,494.35
*5433 MMC -NH GULF POINTE PLAZA - PRIVATE PAY	$3,579.00	$21,444.21	$3,579.00	$3,579.00
*5441 MMC -NH GULF POINTE PLAZA - MEDICARE/MEDICAID	$101.43	$101.43	$101.43	$101.43
*5506 MMC -NH LAVACA BAY NURSING & REHAB	$461,716.73	$461,716.73	$461,716.73	$457,500.24
*3407 MMC -NH TUSCANY VILLAGE	$402,604.48	$404,986.12	$402,604.48	$384,915.57
*2998 MMC -MONEY MARKET FUND	$66,149.81	$66,149.81	$66,149.81	$66,149.81
*7168 MEMORIAL MEDICAL CENTER MONEY MKT 2	$39.79	$39.79	$39.79	$39.79
Total Balance	**$3,955,712.75**	**$4,022,176.11**	**$3,955,712.75**	**$4,379,769.11**

Memorial Medical Center
Nursing Home UPL
Weekly HMG Transfer
Prosperity Accounts
4/28/2025

Nursing Home	Account Number	Previous Beginning Balance	Transfer-Out	Transfer-In	Cks Cleared	Pending Deposits		Today's Beginning Balance	Amount to Be Transferred to Nursing Home
Gulf Pointe Plaza-Private Pay		4,473.44	1,313.44	419.00		-		3,579.00	419.00
							Bank Balance	3,579.00	
							Variance	-	
							Leave in Balance	100.00	
							Claim Payment owed to Tuscany	1,020.00	
							Claim Payment owed to Tuscany	2,060.00	
							Adjust Balance/Transfer Amt	419.00	

Nursing Home	Account Number	Previous Beginning Balance	Transfer-Out	Transfer-In	Cks Cleared	Pending Deposits		Today's Beginning Balance	Amount to Be Transferred to Nursing Home
Gulf Pointe Plaza-Medicare/Medicaid		101.43	-	-		-	-	101.43	-
							Bank Balance	101.43	
							Variance	-	
							Leave in Balance	100.00	
							Adjust Balance/Transfer Amt	1.43	

Routing Information for Gulf Pointe Plaza:

TOTAL TRANSFERS	-

Note: Only balances of over $5,000 will be transferred to the nursing home.
Note 2: Each account has a base balance of $100 that MMC deposited to open account.

Approved:
Steve Brock, CFO 4/28/2025

APPROVED ON
APR 28 2025
BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

Gulf Pointe Plaza Private Pay

	Transfer-Out	Transfer-In	MMC PORTION QIPP/Comp1	QIPP/Comp 2	QIPP/Comp3	QIPP/Comp4 &Lapse	QIPP TI	NH PORTION
4/24/2025 HNB - ECHO HCCLAIMPMT 746008411 440000269299	-	419.00					-	419.00
4/23/2025 WIRE OUT HMG Rockport SNF, LP -Commercial	1,313.44	-					-	-
							-	-
	1,313.44	419.00	-	-	-	-	-	419.00

Gulf Pointe Plaza Medicare/Medicaid

No Activity

	Transfer-Out	Transfer-In	MMC PORTION QIPP/Comp1	QIPP/Comp 2	QIPP/Comp3	QIPP/Comp4 &Lapse	QIPP TI	NH PORTION
							-	-
	-	-	-	-	-	-	-	-
	1,313.44	419.00	-	-	-	-	-	419.00

Balances Overview

Account Name				
*4357 MEMORIAL MEDICAL - OPERATING	$1,842,668.66	$1,870,947.43	$1,842,668.66	$2,299,426.72
*4381 MEMORIAL MEDICAL / NH ASHFORD	$134,326.21	$134,326.21	$134,326.21	$134,326.21
*4403 MEMORIAL MEDICAL / NH BROADMOOR	$57,539.27	$57,539.27	$57,539.27	$57,471.77
*4411 MEMORIAL MEDICAL / NH CRESCENT	$274,701.63	$276,049.98	$274,701.63	$270,302.13
*4438 MEMORIAL MEDICAL / SOLERA @ WEST HOUSTON	$359,369.27	$367,604.93	$359,369.27	$353,293.77
*4446 MEMORIAL MEDICAL / NH FORT BEND	$26,709.77	$35,063.50	$26,709.77	$26,709.77
*4454 MEMORIAL MEDICAL / NH GOLDEN CREEK HEALTHCARE	$320,712.35	$320,712.35	$320,712.35	$320,458.55
*4551 CAL CO INDIGENT HEALTHCARE	$5,494.35	$5,494.35	$5,494.35	$5,494.35
*5433 MMC -NH GULF POINTE PLAZA - PRIVATE PAY	$3,579.00	$21,444.21	$3,579.00	$3,579.00
*5441 MMC -NH GULF POINTE PLAZA - MEDICARE/MEDICAID	$101.43	$101.43	$101.43	$101.43
*5506 MMC -NH LAVACA BAY NURSING & REHAB	$461,716.73	$461,716.73	$461,716.73	$457,500.24
*3407 MMC -NH TUSCANY VILLAGE	$402,604.48	$404,986.12	$402,604.48	$384,915.57
*2998 MMC -MONEY MARKET FUND	$66,149.81	$66,149.81	$66,149.81	$66,149.81
*7168 MEMORIAL MEDICAL CENTER MONEY MKT 2	$39.79	$39.79	$39.79	$39.79
Total Balance	**$3,955,712.75**	**$4,022,176.11**	**$3,955,712.75**	**$4,379,769.11**

Memorial Medical Center
Nursing Home UPL
Weekly Tuscany Transfer
Prosperity Accounts
4/28/2025

Nursing Home	Account Number	Previous Beginning Balance	Transfer-Out	Transfer-In	Cks Cleared	Pending Deposits		Today's Beginning Balance	Amount to Be Transferred to Nursing Home
[redacted]	[redacted]	445,262.67	441,527.39	398,869.20	-	-	-	402,604.48	398,869.20
							Bank Balance	402,604.48	
							Variance	-	
							Leave in Balance	100.00	
							Wellpoint Y8 Q1 payment	3,635.28	
							Adjust Balance/Transfer Amt	398,869.20	

Note: Only balances of over $5,000 will be transferred to the nursing home.
Note 2: Each account has a base balance of $100 that MMC deposited to open account.

Approved:
Steve Brock, CFO 4/28/2025

APPROVED BY
APR 28 2025
BY COUNTY AUDITOR
CUYAHOGA COUNTY, OHIO

[redacted]				MMC PORTION					
		Transfer-Out	Transfer-In	QIPP/Comp 1	QIPP/Comp 2, 3 4 & Lapse	QIPP/Comp 3	QIPP/Comp 4&Lapse	QIPP TI	NH PORTION
4/25/2025	HNB - ECHO HCCLAIMPMT 746003411 440000212804	-	17,688.91					-	17,688.91
4/24/2025	Deposit	-	330,398.79					-	330,398.79
4/23/2025	WIRE OUT VILLAGE POST ACUTE HEALTH SERVICE	441,527.39	-					-	-
4/23/2025	HNB - ECHO HCCLAIMPMT 746003411 440000232429	-	4,366.35					-	4,366.35
4/23/2025	NOVITAS SOLUTION HCCLAIMPMT 676201 420000118	-	11,570.25					-	11,570.25
4/22/2025	Deposit	-	2,095.00					-	2,095.00
4/21/2025	HNB - ECHO HCCLAIMPMT 746003411 440000239580	-	30,278.23					-	30,278.23
4/21/2025	HNB - ECHO HCCLAIMPMT 746003411 440000239045	-	2,471.67					-	2,471.67
		441,527.39	**398,869.20**	-	-	-	-	-	**398,869.20**

Balances Overview

Account Name				
*4357 MEMORIAL MEDICAL - OPERATING	$1,842,668.66	$1,870,947.43	$1,842,668.66	$2,299,426.72
*4381 MEMORIAL MEDICAL / NH ASHFORD	$134,326.21	$134,326.21	$134,326.21	$134,326.21
*4403 MEMORIAL MEDICAL / NH BROADMOOR	$57,539.27	$57,539.27	$57,539.27	$57,471.77
*4411 MEMORIAL MEDICAL / NH CRESCENT	$274,701.63	$276,049.98	$274,701.63	$270,302.13
*4438 MEMORIAL MEDICAL / SOLERA @ WEST HOUSTON	$359,369.27	$367,604.93	$359,369.27	$353,293.77
*4446 MEMORIAL MEDICAL / NH FORT BEND	$26,709.77	$35,063.50	$26,709.77	$26,709.77
*4454 MEMORIAL MEDICAL / NH GOLDEN CREEK HEALTHCARE	$320,712.35	$320,712.35	$320,712.35	$320,458.55
*4551 CAL CO INDIGENT HEALTHCARE	$5,494.35	$5,494.35	$5,494.35	$5,494.35
*5433 MMC -NH GULF POINTE PLAZA - PRIVATE PAY	$3,579.00	$21,444.21	$3,579.00	$3,579.00
*5441 MMC -NH GULF POINTE PLAZA - MEDICARE/MEDICAID	$101.43	$101.43	$101.43	$101.43
*5506 MMC -NH LAVACA BAY NURSING & REHAB	$461,716.73	$461,716.73	$461,716.73	$457,500.24
*3407 MMC -NH TUSCANY VILLAGE	$402,604.48	$404,986.12	$402,604.48	$384,915.57
*2998 MMC -MONEY MARKET FUND	$66,149.81	$66,149.81	$66,149.81	$66,149.81
*7168 MEMORIAL MEDICAL CENTER MONEY MKT 2	$39.79	$39.79	$39.79	$39.79
Total Balance	**$3,955,712.75**	**$4,022,176.11**	**$3,955,712.75**	**$4,379,769.11**

Memorial Medical Center
Nursing Home UPL
Weekly HSLTransfer
Prosperity Accounts
4/28/2025

Nursing Home	Account Number	Previous Beginning Balance	Transfer-Out	Transfer-In	Chs Cleared	Pending Medicare Repayment		Today's Beginning Balance	Amount to Be Transferred to Nursing Home
Leave in Nursing and Rehab		236,675.92	-	224,840.81			-	461,716.73	No Transfer
							Bank Balance	461,716.73	
							Variance	-	
							Leave in Balance	100.00	
							Superior Y7 Comp I Interim Allocation	142,236.95	
							Take Back owed to MMC	100,740.48	
							Take Back owed to MMC	141,058.13	
							Take Back owed to MMC	4,531.13	
							Take back owed to Tuscany	28,211.39	
							Takeback owed to Golden Creek	97,865.61	
							Adjust Balance/Transfer Amt	(53,026.96)	

Note: Only balances of over $5,000 will be transferred to the nursing home.
Note 2: Each account has a base balance of $100 that MMC deposited to open account.

Approved:
Michelle Cumberland, Controller 4/28/2025

APPROVED ON
APR 28 2025
BY COUNTY AUDITOR

[redacted]	Transfer-Out	Transfer-In	MMC PORTION QIPP/Comp1	QIPP/Comp 2	QIPP/Comp3	QIPP/Comp4&Lapse	QIPP TI	NH PORTION
4/25/2025 TMHP HCCLAIMPMT 415592101 210000284202231	-	78.14					-	78.14
4/25/2025 HOSPICE OF SOUTH Payments NF 113322650040729	-	1,205.35					-	1,205.35
4/25/2025 BCBS TEXAS HCCLAIMPMT 025113ES0237520 710001	-	2,933.00					-	2,933.00
4/24/2025 Deposit	-	9,745.19					-	9,745.19
4/24/2025 HNB - ECHO HCCLAIMPMT 746003411 4400000169199	-	1,411.29					-	1,411.29
4/23/2025 HNB - ECHO HCCLAIMPMT 746003411 4400000131135	-	9,921.71					-	9,921.71
4/23/2025 HEALTH HUMAN SVC HCCLAIMPMT 174600341130162	-	2,244.00					-	2,244.00
4/23/2025 CENTENE CORP HCCLAIMPMT 53101123315460	-	19,084.64					-	19,084.64
4/22/2025 Deposit	-	10,073.25					-	10,073.25
4/22/2025 Deposit	-	5,076.46					-	5,076.46
4/22/2025 NOVITAS SOLUTION HCCLAIMPMT 675481 420000186	-	102,444.58					-	102,444.58
4/22/2025 CENTENE CORP HCCLAIMPMT 53101126791373	-	53,587.28					-	53,587.28
4/21/2025 HEALTH HUMAN SVC HCCLAIMPMT 174600341130162	-	7,035.92					-	7,035.92
	-	224,840.81	-	-	-	-	-	224,840.81

Balances Overview

Account Name				
*4357 MEMORIAL MEDICAL - OPERATING	$1,842,668.66	$1,870,947.43	$1,842,668.66	$2,299,426.72
*4381 MEMORIAL MEDICAL / NH ASHFORD	$134,326.21	$134,326.21	$134,326.21	$134,326.21
*4403 MEMORIAL MEDICAL / NH BROADMOOR	$57,539.27	$57,539.27	$57,539.27	$57,471.77
*4411 MEMORIAL MEDICAL / NH CRESCENT	$274,701.63	$276,049.98	$274,701.63	$270,302.13
*4438 MEMORIAL MEDICAL / SOLERA @ WEST HOUSTON	$359,369.27	$367,604.93	$359,369.27	$353,293.77
*4446 MEMORIAL MEDICAL / NH FORT BEND	$26,709.77	$35,063.50	$26,709.77	$26,709.77
*4454 MEMORIAL MEDICAL / NH GOLDEN CREEK HEALTHCARE	$320,712.35	$320,712.35	$320,712.35	$320,458.55
*4551 CAL CO INDIGENT HEALTHCARE	$5,494.35	$5,494.35	$5,494.35	$5,494.35
*5433 MMC -NH GULF POINTE PLAZA - PRIVATE PAY	$3,579.00	$21,444.21	$3,579.00	$3,579.00
*5441 MMC -NH GULF POINTE PLAZA - MEDICARE/MEDICAID	$101.43	$101.43	$101.43	$101.43
*5506 MMC -NH LAVACA BAY NURSING & REHAB	$461,716.73	$461,716.73	$461,716.73	$457,500.24
*3407 MMC -NH TUSCANY VILLAGE	$402,604.48	$404,986.12	$402,604.48	$384,915.57
*2998 MMC -MONEY MARKET FUND	$66,149.81	$66,149.81	$66,149.81	$66,149.81
*7168 MEMORIAL MEDICAL CENTER MONEY MKT 2	$39.79	$39.79	$39.79	$39.79
Total Balance	**$3,955,712.75**	**$4,022,176.11**	**$3,955,712.75**	**$4,379,769.11**

Lavaca Bay

MEMORIAL MEDICAL CENTER

CHECK REQUEST

PAYEE: Memorial Medical Center

Date Requested: 4/28/2025

APPROVED ON
APR 28 2025
BY COUNTY AUDITOR

FOR ACCT USE ONLY

- ☐ Imprest Cash
- ☐ A/P Check
- ☐ Mail Check to Vendor
- ☐ Return Check to Dept

AMOUNT: $ 246,329.74

G/L NUMBER: 21400007

EXPLANATION: Medicare takeback. MMC paid Tuscany for Lavaca Bay. Lavaca Bay owes MMC.

REQUESTED BY: Caitlin Clevenger

AUTHORIZED BY:

Laura Berg

MEMORIAL MEDICAL CENTER
CHECK REQUEST

PAYEE: Tuscany Village

Date Requested: 4/28/2025

APPROVED ON
APR 28 2025
BY COUNTY AUDITOR

FOR ACCT USE ONLY

- ☐ Imprest Cash
- ☐ A/P Check
- ☐ Mail Check to Vendor
- ☐ Return Check to Dept

AMOUNT: $ 28,211.39

G/L NUMBER: 21400007

EXPLANATION: Claim Payments owed to Tuscany

REQUESTED BY: Caitlin Clevenger

AUTHORIZED BY: SS

MEMORIAL MEDICAL CENTER

CHECK REQUEST

PAYEE: Golden Creek

Date Requested: 4/28/2025

APPROVED ON APR 28 2025 BY COUNTY AUDITOR

FOR ACCT USE ONLY

- ☐ Imprest Cash
- ☐ A/P Check
- ☐ Mail Check to Vendor
- ☐ Return Check to Dept

AMOUNT: $ 97,865.61

G/L NUMBER: 21400007

EXPLANATION: Claim Payments owed to Golden Creek

REQUESTED BY: Caitlin Clevenger

AUTHORIZED BY: