



April 17, 2024

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:

Richard Meyer
David Hall
Vern Lyssy
Joel Behrens
Gary Reese
(ABSENT) Anna Goodman
By: Kaddie Smith

County Judge
Commissioner Pct 1
Commissioner Pct 2
Commissioner Pct 3
Commissioner Pct 4
County Clerk
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 Richard Meyer

2. Invocation.

Commissioner David Hall

3. Pledges of Allegiance.

US Flag: Commissioner Gary Reese

Texas Flag: Commissioner Vern Lyssy

4. General Discussion of Public Matters and Public Participation.

Sheriff reminded the public of former Sheriff Aleman's funeral services.
Judge Meyer announced Debbie Vickery as his assistant.

Darbie Morris explains concerns regarding new cameras in Port O'Connor.

5. Approve the minutes of the April 10, 2024 regular meetings. (RHM)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Vern Lyssy, Commissioner Pct 2
SECONDER:	Joel Behrens, Commissioner Pct 3
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

6. Consider and take necessary action to approve to have the EMS Director sign the ESO "3rd Party Pre-Hospital Integration" agreement, to integrate Pulsara and ESO. (RHM)

pass

7. Consider and take necessary action to accept insurance proceeds check from TAC in the amount of \$1,506.62 for damages to a Sheriff Office Vehicle on 02/21/2024. (RHM)

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

8. Consider and take necessary action on a contract between Calhoun County and KSBK, LLC for Grant Administration Services for GLO Contract No. 22-130-019-D846 Community Development Block Grant Mitigation Program-Local Hazard Mitigation Plans Program and authorize the County Judge to sign. (RHM)

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

9. 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, 2023 at an estimated fee of \$63,845 and authorize the County Judge to sign. (RHM)

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

10. Consider and take necessary action to allow Ernie McDonough with the Fisherman's Chapel in Port O'Connor, Texas to have a portable fire pit on King Fisher Beach for a Christian retreat for students with Sam Houston State University on April 19, 2024. (GDR)

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

11. Consider and take necessary action to approve the Final Plat of the Replat of the Future Development Reserve and Lot 5 if Block 3 of the Revised Swan Point subdivision according to the plat recorded in Slide No. 429A of the Calhoun County Plat Records. (GDR)

Henry Danysh explained the final plat.	
RESULT:	APPROVED [UNANIMOUS]
MOVER:	Gary Reese, Commissioner Pct 4
SECONDER:	Joel Behrens, Commissioner Pct 3
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

12. Consider and take necessary action to approve the Final Plat of Eller's Landing. (GDR)

Henry Danysh explained the final plat.	
RESULT:	APPROVED [UNANIMOUS]
MOVER:	Gary Reese, Commissioner Pct 4
SECONDER:	Joel Behrens, Commissioner Pct 3
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

13. Consider and take necessary action to approve the Final Plat of The Landing at Swan Point. (GDR)

Henry Danysh explained the final plat.	
RESULT:	APPROVED [UNANIMOUS]
MOVER:	Gary Reese, Commissioner Pct 4
SECONDER:	Joel Behrens, Commissioner Pct 3
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

14. Consider and take necessary action to approve the Final Plat of in the Oaks at Swan Point. (GDR)

Henry Danysh explained the final plat.

Commissioner Reese explains concerns.

RESULT:

APPROVED [UNANIMOUS]

MOVER:

Gary Reese, Commissioner Pct 4

SECONDER:

Joel Behrens, Commissioner Pct 3

AYES:

Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

15. Public Hearing regarding the request to vacate and abandon a portion of unconstructed public road which includes: (DEH)

- a. Tract 1 (Miller Streets): Field notes describing a 0.199-acre tract of land comprised of a part of Alamo Street and Thomas Avenue, as platted in Bayside Beach Unit 2, Lots 121-150 in Volume Z, Page 46, Plat Records of Calhoun County, Texas, in the Juan Cano League, Abstract Number 5 in Calhoun County, Texas. Said 0.199 acres being more fully described by metes and bounds in the Application.
- b. Tract 2 (Sciacca Streets): Field notes describing a 0.089-acre tract of land comprised of a part of Alamo Street and Thomas Avenue, as platted in Bayside Beach Unit 2, Lots 121-150 in Volume Z, Page 46, Plat Records of Calhoun County, Texas, in the Juan Cano League, Abstract Number 5 in Calhoun County, Texas. Said 0.089 acres being more fully described by metes and bounds in the Application.
- c. Tract 3 (Cordell Streets): Field notes describing a 0.142-acre tract of land comprised of a part of Alamo Street, Maxwell Street and Thomas Avenue adjoining Lots 2 and 3, Block 142 as platted in Bayside Beach Unit 2, Lots 121-150 in Volume Z, Page 46, Plat Records of Calhoun County, Texas, in the Juan Cano League, Abstract Number 5 in Calhoun County, Texas. Said 0.142 acres being more fully described by metes and bounds in the Application.
- d. Tract 4 (Anderson Streets): A 0.203-acre tract of land being a portion of Alamo Street and Maxwell Street as platted in Bayside Beach Unit 2, in Volume Z, Page 46, Plat Records of Calhoun County, Texas, through the occupied location of Lot 1 and Lot 12, Block 137 per surveys by Dennis Ellis circa 1989 in the Juan Cano League, Abstract Number 5 in Calhoun County, Texas. Said 0.203 acres being more fully described by metes and bounds in the Application.
- e. Tract 5 (Hunt Tract): A 0.057-acre tract of land acre situated in the Juan Cano Survey, Abstract No. 5, Calhoun County, Texas and being a portion of Alamo Street adjacent to Lots 29 and 30, Block 34 of Bayside Beach Unit No. 1 according to plat recorded in Volume Z, Page 26 of the Calhoun County Deed Records, Port Lavaca, Texas, further described in the Application.

Property owners are: Cordell Family, LP, being the owners of Lots 4 and 5, Block 142; Cecil E. Anderson, being the owner of Lots 1 and 12, Block 137; Sherry Darlene Miller and Duane E. Miller, being the owners of 17.8' of Lot 7 and all of Lot 8, Block 142 and Lots 8 and 9, Block 143; Johnny R. and Charlyn S. Sciacca, being the owners of Lot 6 and part of Lot 7, Block 142 all in Bayside Beach Unit #2, Calhoun County, Texas; Thomas W. and Caron G. Hunt being the owners of Lots 29 and 30, Block 34, Bayside Beach Unit No. 1.

Pass

16. Consider and take necessary action to vacate and abandon a portion of unconstructed public road which includes: (DEH)
- a. Tract 1 (Miller Streets): Field notes describing a 0.199-acre tract of land comprised of a part of Alamo Street and Thomas Avenue, as platted in Bayside Beach Unit 2, Lots 121-150 in Volume Z, Page 46, Plat Records of Calhoun County, Texas, in the Juan Cano League, Abstract Number 5 in Calhoun County, Texas. Said 0.199 acres being more fully described by metes and bounds in the Application.
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 - c. Tract 3 (Cordell Streets): Field notes describing a 0.142-acre tract of land comprised of a part of Alamo Street, Maxwell Street and Thomas Avenue adjoining Lots 2 and 3, Block 142 as platted in Bayside Beach Unit 2, Lots 121-150 in Volume Z, Page 46, Plat Records of Calhoun County, Texas, in the Juan Cano League, Abstract Number 5 in Calhoun County, Texas. Said 0.142 acres being more fully described by metes and bounds in the Application.
 - d. Tract 4 (Anderson Streets): A 0.203-acre tract of land being a portion of Alamo Street and Maxwell Street as platted in Bayside Beach Unit 2, in Volume Z, Page 46, Plat Records of Calhoun County, Texas, through the occupied location of Lot 1 and Lot 12, Block 137 per surveys by Dennis Ellis circa 1989 in the Juan Cano League, Abstract Number 5 in Calhoun County, Texas. Said 0.203 acres being more fully described by metes and bounds in the Application.
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Property owners are: Cordell Family, LP, being the owners of Lots 4 and 5, Block 142; Cecil E. Anderson, being the owner of Lots 1 and 12, Block 137; Sherry Darlene Miller and Duane E. Miller, being the owners of 17.8' of Lot 7 and all of Lot 8, Block 142 and Lots 8 and 9, Block 143; Johnny R. and Charlyn S. Sciacca, being the owners of Lot 6 and part of Lot 7, Block 142 all in Bayside Beach Unit #2, Calhoun County, Texas; Thomas W. and Caron G. Hunt being the owners of Lots 29 and 30, Block 34, Bayside Beach Unit No. 1.

pass

17. Consider and take any action to exchange of property described below between the County and Cordell Family, LP, Cecil E. Anderson, and Johnny R. and Charlyn S. Sciacca said property being located in Bayside Beach Unit No. 2, Calhoun County, Texas as was published in the Port Lavaca Wave for three (3) consecutive weeks at least twenty (20) days before today's date. (DEH)

- a. Tract 1 Property to be Exchanged Sciacca to County: Lots 6 and 7 in Block 142, Bayside Beach, Unit 2, Calhoun County, Texas, according to the plat of said subdivision recorded in Volume Z, Page 40 and amended in Volume Z, Page 124, Plat Records of Calhoun County, Texas, SAVE AND EXCEPT HOWEVER, that portion of Lot 7 in Block 142 conveyed in a Deed dated February 1, 1962, from R. C. Cleaver and wife, Annie Ballon Cleaver to Gorman W. Walton, recorded in Volume 182, Page 762, Deed Records of Calhoun County, Texas; in exchange for Tract 2 Property to be Exchanged County to Sciacca: Lot 1, Block 142, Bayside Beach, Unit 2, according to the plat of said subdivision recorded in Volume Z, Page 40 and amended in Volume Z, Page 124, Plat Records of Calhoun County, Texas.
- b. Tract 3 Property to be Exchanged Cordell to County: Lots 4 and 5, Block 142, Bayside Beach, Unit 2, according to the plat of said subdivision recorded in Volume Z, Page 40 and amended in Volume Z, Page 124, Plat Records of Calhoun County, Texas, in exchange for Tract 4 Property to be Exchanged County to Cordell: Lots 2 and 3, Block 142, Bayside Beach, Unit 2, according to the plat of said subdivision recorded in Volume Z, Page 40 and amended in Volume Z, Page 124, Plat Records of Calhoun County, Texas.
- c. Tract 5 Property to be Exchanged Anderson to County: Lot 12, Block 137, Bayside Beach, Unit 2, according to the plat of said subdivision recorded in Volume Z, Page 40 and amended in Volume Z, Page 124, Plat Records of Calhoun County, Texas, in exchange for Lot 9, Block 138, Bayside Beach, Unit 2, according to the plat of said subdivision recorded in Volume Z, Page 40 and amended in Volume Z, Page 124, Plat Records of Calhoun County, Texas.

Pass

18. Accept Monthly Reports from the following County Offices (RHM)

- I. Texas Agrilife Extension Service –March 2024
 - (1) 4-H and Youth Development
 - (2) Agriculture and Nature Resources
 - (3) Family and Community Health
 - (4) Coastal and Marine
- II. Justice of the Peace, Precinct 4 – March 2024

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

19. Consider and take necessary action on any necessary budget adjustments. (RHM)

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

20. Approval of bills and payroll. (RHM)

MMC Bills

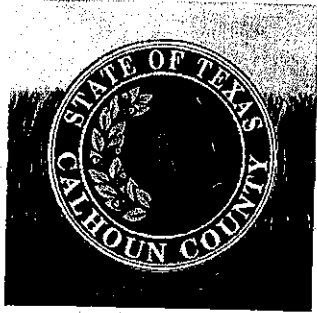
RESULT:	APPROVED [UNANIMOUS]
MOVER:	David Hall, Commissioner Pct 1
SECONDER:	Vern Lyssy, Commissioner Pct 2
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

County Bills

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

Adjourned 10:21am

AGENDA



Richard H. Meyer
County Judge

David Hall, Commissioner, Precinct 1
Vern Lyssy, 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 17, 2024 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 9:54 FILED a M
O'CLOCK

APR 12 2024

ANNA GOODMAN
COUNTY CLERK, CALHOUN COUNTY, TEXAS

DEPUTY: Kaddu Smith

1. Call meeting to order.
2. Invocation.
3. Pledges of Allegiance.
4. General Discussion of Public Matters and Public Participation.
5. Approve the minutes of the April 10, 2024 regular meetings. (RHM)
6. Consider and take necessary action to approve to have the EMS Director sign the ESO "3rd Party Pre-Hospital Integration" agreement, to integrate Pulsara and ESO. (RHM)
7. Consider and take necessary action to accept insurance proceeds check from TAC in the amount of \$1,506.62 for damages to a Sheriff Office Vehicle on 02/21/2024. (RHM)
8. Consider and take necessary action on a contract between Calhoun County and KSBR, LLC for Grant Administration Services for GLO Contract No. 22-130-019-D846 Community Development Block Grant Mitigation Program-Local Hazard Mitigation Plans Program and authorize the County Judge to sign. (RHM)
9. 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, 2023 at an estimated fee of \$63,845 and authorize the County Judge to sign. (RHM)

10. Consider and take necessary action to allow Ernie McDonough with the Fisherman's Chapel in Port O'Connor, Texas to have a portable fire pit on King Fisher Beach for a Christian retreat for students with Sam Houston State University on April 19, 2024. (GDR)
11. Consider and take necessary action to approve the Final Plat of the Replat of the Future Development Reserve and Lot 5 if Block 3 of the Revised Swan Point subdivision according to the plat recorded in Slide No. 429A of the Calhoun County Plat Records. (GDR)
12. Consider and take necessary action to approve the Final Plat of Eller's Landing. (GDR)
13. Consider and take necessary action to approve the Final Plat of The Landing at Swan Point. (GDR)
14. Consider and take necessary action to approve the Final Plat of In the Oaks at Swan Point. (GDR)
15. Public Hearing regarding the request to vacate and abandon a portion of unconstructed public road which includes: (DEH)
 - a. Tract 1 (Miller Streets): Field notes describing a 0.199-acre tract of land comprised of a part of Alamo Street and Thomas Avenue, as platted in Bayside Beach Unit 2, Lots 121-150 in Volume Z, Page 46, Plat Records of Calhoun County, Texas, in the Juan Cano League, Abstract Number 5 in Calhoun County, Texas. Said 0.199 acres being more fully described by metes and bounds in the Application.
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- e. Tract 5 (Hunt Tract): A 0.057-acre tract of land situated in the Juan Cano Survey, Abstract No. 5, Calhoun County, Texas and being a portion of Alamo Street adjacent to Lots 29 and 30, Block 34 of Bayside Beach Unit No. 1 according to plat recorded in Volume Z, Page 26 of the Calhoun County Deed Records, Port Lavaca, Texas, further described in the Application.

Property owners are: Cordell Family, LP, being the owners of Lots 4 and 5, Block 142; Cecil E. Anderson, being the owner of Lots 1 and 12, Block 137; Sherry Darlene Miller and Duane E. Miller, being the owners of 17.8' of Lot 7 and all of Lot 8, Block 142 and Lots 8 and 9, Block 143; Johnny R. and Charlyn S. Sciacca, being the owners of Lot 6 and part of Lot 7, Block 142 all in Bayside Beach Unit #2, Calhoun County, Texas; Thomas W. and Caron G. Hunt being the owners of Lots 29 and 30, Block 34, Bayside Beach Unit No. 1.

16. Consider and take necessary action to vacate and abandon a portion of unconstructed public road which includes: (DEH)

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- 17. Consider and take any action to exchange of property described below between the County and Cordell Family, LP, Cecil E. Anderson, and Johnny R. and Charlyn S. Sciacca said property being located in Bayside Beach Unit No. 2, Calhoun County, Texas as was published in the Port Lavaca Wave for three (3) consecutive weeks at least twenty (20) days before today's date. (DEH)

- a. Tract 1 Property to be Exchanged Sciacca to County: Lots 6 and 7 in Block 142, Bayside Beach, Unit 2, Calhoun County, Texas, according to the plat of said subdivision recorded in Volume Z, Page 40 and amended in Volume Z, Page 124, Plat Records of Calhoun County, Texas, SAVE AND EXCEPT HOWEVER, that portion of Lot 7 in Block 142 conveyed in a Deed dated February 1, 1962, from R. C. Cleaver and wife, Annie Ballon Cleaver to Gorman W. Walton, recorded in Volume 182, Page 762, Deed Records of Calhoun County, Texas; in exchange for Tract 2 Property to be Exchanged County to Sciacca: Lot 1, Block 142, Bayside Beach, Unit 2, according to the plat of said subdivision recorded in Volume Z, Page 40 and amended in Volume Z, Page 124, Plat Records of Calhoun County, Texas.
- b. Tract 3 Property to be Exchanged Cordell to County: Lots 4 and 5, Block 142, Bayside Beach, Unit 2, according to the plat of said subdivision recorded in Volume Z, Page 40 and amended in Volume Z, Page 124, Plat Records of Calhoun County, Texas, in exchange for Tract 4 Property to be Exchanged County to Cordell: Lots 2 and 3, Block 142, Bayside Beach, Unit 2, according to the plat of said subdivision recorded in Volume Z, Page 40 and amended in Volume Z, Page 124, Plat Records of Calhoun County, Texas.
- c. Tract 5 Property to be Exchanged Anderson to County: Lot 12, Block 137, Bayside Beach, Unit 2, according to the plat of said subdivision recorded in Volume Z, Page 40 and amended in Volume Z, Page 124, Plat Records of Calhoun County, Texas, in exchange for Lot 9, Block 138, Bayside Beach, Unit 2, according to the plat of said subdivision recorded in Volume Z, Page 40 and amended in Volume Z, Page 124, Plat Records of Calhoun County, Texas.

18. Accept Monthly Reports from the following County Offices (RHM)

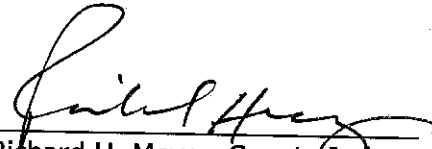
I. Texas Agrilife Extension Service –March 2024

- (1) 4-H and Youth Development
- (2) Agriculture and Nature Resources
- (3) Family and Community Health
- (4) Coastal and Marine

II. Justice of the Peace, Precinct 4 – March 2024

19. Consider and take necessary action on any necessary budget adjustments. (RHM)

20. Approval of bills and payroll. (RHM)



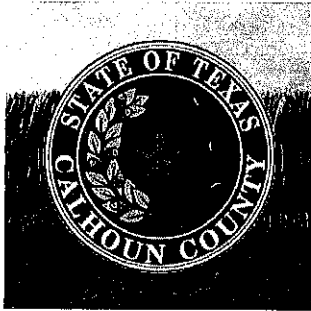
Richard H. Meyer, County Judge
Calhoun County, Texas

A copy of this Notice has been placed on the outside bulletin board of the Calhoun County Courthouse, 211 South Ann Street, Port Lavaca, Texas, which is readily accessible to the general public at all times. 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.

5

5. Approve the minutes of the April 10, 2024 regular meetings. (RHM)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Vern Lyssy, Commissioner Pct 2
SECONDER:	Joel Behrens, Commissioner Pct 3
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese



Richard H. Meyer
County Judge

David Hall, Commissioner, Precinct 1
Vern Lyssy, Commissioner, Precinct 2
Joel Behrens, Commissioner, Precinct 3
Gary Reese, Commissioner, Precinct 4

The Commissioners' Court of Calhoun County, Texas met on Wednesday,
April 10, 2024, 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.

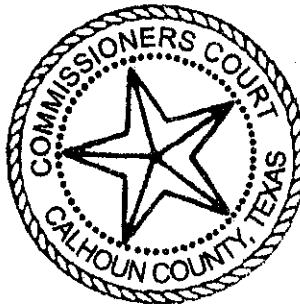
A handwritten signature in cursive script, appearing to read "Richard Meyer", written over a horizontal line.

Richard Meyer, County Judge
Calhoun County, Texas

Anna Goodman, County Clerk

A handwritten signature in cursive script, appearing to read "Kaddie Smith", written over a horizontal line.

Deputy Clerk





April 10, 2024

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:

Richard Meyer
David Hall
Vern Lyssy
Joel Behrens
Gary Reese
(ABSENT) Anna Goodman
By: Kaddie Smith

County Judge
Commissioner Pct 1
Commissioner Pct 2
Commissioner Pct 3
Commissioner Pct 4
County Clerk
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 Richard Meyer

2. Invocation.

Commissioner David Hall

3. Pledges of Allegiance.

US Flag: Commissioner Gary Reese
Texas Flag: Commissioner Vern Lyssy

4. General Discussion of Public Matters and Public Participation.

Richard Perish invited the public to attend the Area Go Texan cookoff.
Cindy Krause gave her condolences for passing of Mae Belle.
Ron Langford spoke briefly regarding scammers after Veterans.
Judge Meyer reminds public of Mae Belle's service.

5. Approve the minutes of the April 3, 2024 regular meetings. (RHM)

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

6. Hear Report from Calhoun County AgriLife Extension Agents. (RHM)

Emilee DeForest, Karen Lyssy, RJ Shelley and Hailey Hayes gave their reports.

7. Consider and take necessary action to allow 5D Steakhouse to sell mixed beverages and Sharkies Bar & Grill to sell Malt/Beer/Wine during the annual POC Crawfish Festival & Cookoff to be held April 27, 2024 at Kingfisher Beach in Port O'Connor, TX and authorize County Judge to sign letters of approval to the TABC. (GDR)

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

8. Consider and take necessary action to approve and have the EMS Director sign the ESO "3rd Party Pre-Hospital Integration" agreement, to integrate Pulsara and ESO. (RHM)
- pass

9. Consider and take necessary action to approve the Stryker 1 Year Procure preventative maintenance contract and authorize the Calhoun County EMS Director to sign. (RHM)

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

10. Consider and take necessary action to approve the High Performance Preventative Maintenance Service Agreement with CFI Mechanical, Inc. for planned preventive maintenance of mechanical systems related to the heating, ventilating and air conditioning at 302 W. Live Oak St, Port Lavaca TX 77979 (Contract Date: 3-30-2024 – 3-29-2025) and have Judge Meyer sign all related documents. (RHM)

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

11. Consider and take necessary action to proclaim the month of April, 2024 as Fair Housing Month. (RHM)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Richard Meyer, County Judge
SECONDER:	Vern Lyssy, Commissioner Pct 2
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

12. Consider and take necessary action to declare Inventory No. 512-0165 – Dish Machine with heat booster, Inventory No. 512-0157 – Washer and Inventory No. 512-0158-Washer as Surplus/Salvage and remove Jail Inventory. (RHM)

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

13. Public Hearing regarding amending the 2023 and 2024 Calhoun County Budgets. (RHM)

Closed regular session at 10:51
Candice read the amendments
Opened regular session at 11:09

14. Consider and take necessary action to amend the 2023 and 2024 Calhoun County Budgets. (RHM)

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

15. Consider and take necessary action to authorize a loan in the amount of \$97,540 from the general fund to the grants fund for the 2023 Operation Stone Garden - eGrant Award # 3192809. (RHM)

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

16. Consider and take necessary action to approve payment of \$9,316.45 to Quality Hot Mix, Inc. due to ordering by mistake as Colorado Materials, LTD has the bid for Precinct 2. (VLL)

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

17. Consider and take necessary action to approve Change Order No. 8 for the Calhoun County Combined Dispatch Facility Project for Calhoun County, Texas and authorize County Judge to sign. (DEH)

Scott Mason explained the change order.

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

18. Consider and take necessary action to approve the Specifications and Contract Documents for Bid Number 2024.07 Magnolia Beach – Ocean Drive Bulkhead Cap Replacement Project for Calhoun County, Texas and to authorize G & W Engineers, Inc. and the County Auditor to advertise for bids. A pre-bid meeting shall be held at 10:00 am, Tuesday, April 30th, 2024 at the Pct. No. 1 Commissioner's Office. Sealed Bids are scheduled to be due before 2:00:00 pm, Thursday, May 23, 2024 at the County Judge's Office. (DEH)

Scott Mason explained the specifications and contract documents.

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

19. Consider and take necessary action to approve the Preliminary Plat and Drainage Plan of Megan Wright Subdivision. (DEH)

Terry Ruddick explained Preliminary plat and drainage plan.

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

20. Consider and take necessary action to declare Asset No. 24-0416 - A/C System as Waste and remove from Precinct 4 R&B Inventory. (GDR)

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

21. Public Hearing concerning Petition to Vacate Tracts 452X and 453X of the American Townsite Company Subdivision as recorded in Volume Z, Page 2 of the Plat Records of Calhoun County, Texas. (GDR)

Regular session closed at 11:20
Terry Ruddick explained the petition to vacate.
Regular session opened at 11:22

22. Consider and take necessary action to Vacate Tracts 452X and 453X of the American Townsite Company Subdivision as recorded in Volume Z, Page 2 of the Plat Records of Calhoun County, Texas. (GDR)

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

23. Consider and take necessary action to approve the Final Plat of American Townsite Subdivision Tracts 452X and 453X, Resubdivision No. 1. (GDR)

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

24. Consider and take necessary action to approve the Final Plat of the Cady Subdivision, (Replat of Lot 1100B of the Replat of Lot 1100 of the American Townsite Company Subdivision - Slide 696A of the Calhoun County Plat Records) Basibio Maldonado Survey, Abstract No. 19 Calhoun County, Texas. (GDR)

Henry Danysh explained final plat.	
RESULT:	APPROVED [UNANIMOUS]
MOVER:	Gary Reese, Commissioner Pct 4
SECONDER:	Joel Behrens, Commissioner Pct 3
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

25. Consider and take necessary action to approve the Final Plat of the Replat of Lots 6 & 7 of Marlin Adul Villa's, Port O'Connor Townsite, Santiago Gonzales Survey, Abstract No. 19 recorded Slide No. 650a of the Calhoun County Plat Records. (GDR)

Henry Danysh explained the final plat.

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

26. Consider and take necessary action to authorize Kelley Ashley, the Calhoun County Children's Librarian to apply for the \$500 HEB grant for the Summer Reading Program. (RHM)

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

27. Consider and take necessary action on Amendment No. 2 to Matagorda Bay Mitigation Trust Contract 031 to fund the additional engineering services for the Green Lake Park Development Phase 1 project, increase budget amount by \$5,900 for a revised contract amount of \$289,150 and authorize Judge Meyer to sign contract. (GDR)

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

28. Consider and take necessary action on additional scope of work services from Stantec Consulting Services for the Port Alto Shoreline Permit-Amendment #2 in the amount of \$21,274.00 to be paid out of GOMESA funds and authorize Commissioner Behrens to sign the agreement. (JMB)

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

29. Accept Monthly Reports from the following County Offices:

- i. Floodplain Administration – March 2024
- ii. County Clerk – March 2024
- iii. County Treasurer – December 2023
- iv. County Treasurer – January 2024
- v. County Treasurer – Investment Report – 4th Quarter 2023
- vi. County Treasurer – Quarterly Statement of Balances - 4th Quarter 2023
- vii. Justice of Peace, Precinct 1 – March 2024
- viii. Justice of Peace, Precinct 2 – March 2024
- ix. Justice of Peace, Precinct 5 – March 2024
- x. Sheriff's Department – March 2024

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

29. Consider and take necessary action on any necessary budget adjustments. (RHM)

2023

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

2024

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

31. Approval of bills and payroll. (RHM)

MMC Bills	
RESULT:	APPROVED [UNANIMOUS]
MOVER:	David Hall, Commissioner Pct 1
SECONDER:	Vern Lyssy, Commissioner Pct 2
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

County Bills	
RESULT:	APPROVED [UNANIMOUS]
MOVER:	David Hall, Commissioner Pct 1
SECONDER:	Vern Lyssy, Commissioner Pct 2
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

SUPPLEMENTAL AGENDA

32. Public hearing on Petition to Vacate a part of Tract 20 of the Phillips Investment Company Subdivision according to the plat recorded in Volume Z, Page 35 of the Calhoun County Plat Records. (VLL)

Regular session closed at 11:31	
Henry Danysh explained the petition to vacate.	
Regular session opened at 11:32	

33. Consider and take necessary action to Vacate a part of Tract 20 of the Phillips Investment Company Subdivision according to the plat recorded in Volume z, Page 35 of the Calhoun County Plat Records. (VLL)

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

34. Consider and take necessary action to approve the Final Plat of Chavana Subdivision. (VLL)

Henry Danysh explained final plat.

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

35. Consider and take necessary action to approve the Final Plat of Thigpen Subdivision. (VLL)

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

Adjourned 11:33

6

6. Consider and take necessary action to approve to have the EMS Director sign the ESO "3rd Party Pre-Hospital Integration" agreement, to integrate Pulsara and ESO. (RHM)

pass



Quote Date: 02/28/2024
Customer Name: Calhoun County EMS (TX)
Quote #: Q-151603
Quote Expiration Date: 06/30/2024
ESO Account Manager: Wade Estes

CUSTOMER CONTACT

Customer Calhoun County EMS (TX)
Name Dustin Jenkins
Email dustin.jenkins@calhouncotx.org
Phone 361-552-1140

BILLING CONTACT

Payor Calhoun County EMS (TX) Address 216 East Mahan
Name ERIKA ROJAS Port Lavaca TX, 77979
Email erika.rojas@calhouncotx.org Billing Frequency Annual
Phone (361) 482-9528 Initial Term End Date 12-31-2024

EHR

Product	Volume	Total	Fee Type
3rd Party Pre-Hospital Integration	3750 Incidents	\$395.00	Recurring
Annual Recurring Fees		\$	395.00
One-Time Fees		\$	0.00
TOTAL FEES		\$	395.00

For EHR, the following payment terms apply:

Fees are invoiced at the Billing Frequency 15 days after the Effective Date, with recurring fees due on the anniversary.



Quote Date: 02/28/2024
Customer Name: Calhoun County EMS (TX)
Quote #: Q-151603
Quote Expiration Date: 06/30/2024
ESO Account Manager: Wade Estes

TERMS AND CONDITIONS:

1. If the Customer indicated above has an ESO Master Subscription and License Agreement (MSLA) dated on or after February 20, 2017, then that MSLA will govern this Quote. **Otherwise, Customer intends and agrees that this Quote adopts and incorporates the terms and conditions of the ESA and associated HIPAA business associate agreement hosted at the following web address, and that the products and services ordered above are subject thereto:**

<https://www.eso.com/legal-terms/>

2. The Effective Date of this Quote shall be the date of Customer's signature.

3. For the Initial Term, Customer shall pay a prorated amount of the Total Annual Recurring Fees based upon the Effective Date. Customer shall pay the Total Annual Recurring Fees (subject to any Fee increases in accordance with the Agreement) thereafter.

4. Customer is responsible for the payment of all Fees shown. ESO will accept Fee payment from a payor (if indicated above) if ESO has an appropriate agreement with the Payor.

5. ESO reserves the right to not accept any Quote signed after the Quote Expiration Date.

Calhoun County EMS (TX)

Signature: _____

Print Name: _____

Title: _____

Date: _____



Quote Date: 02/28/2024
Customer Name: Calhoun County EMS (TX)
Quote #: Q-151603
Quote Expiration Date: 06/30/2024
ESO Account Manager: Wade Estes

Product	Description



Please fill in your contact information below:

	Name	Email	Phone
Primary Business Contact			
Invoicing Contact			
Legal Contact			
Software Administrator Contact			
Privacy HIPAA Contact			
Tax Exempt	YES OR NO	If YES, return Exempt Certificate with Agreement	
Purchase Order Required?	YES OR NO	If YES, return PO with Agreement	

Request for Taxpayer Identification Number and Certification

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

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

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. ESO Solutions, 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 another LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC 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) <u>5</u> 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. PO Box 679449		Requester's name and address (optional)
6 City, state, and ZIP code Dallas, TX 75267-9449		
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								
3	6		-	4	5	6	6	2 0 9

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 ►

George Davis

Date ► 1/5/2023

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.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

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

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual	Individual/sole proprietor or single-member LLC
• Sole proprietorship, or	
• Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	
• LLC treated as a partnership for U.S. federal tax purposes,	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or	
• LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of Identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

7

7. Consider and take necessary action to accept insurance proceeds check from TAC in the amount of \$1,506.62 for damages to a Sheriff Office Vehicle on 02/21/2024. (RHM)

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

Debbie Vickery

From: Erica.Perez@calhouncotx.org (Erica Perez) <Erica.Perez@calhouncotx.org>
Sent: Tuesday, April 9, 2024 9:22 AM
To: Debbie.vickery@calhouncotx.org; 'Richard H. Meyer'; 'David Hall'; 'vern lyssy'; joel.behrens@calhouncotx.org; 'Gary Reese'
Cc: Jenny McGrew
Subject: Agenda Item - Insurance Proceeds - SO
Attachments: TAC Insurance Proceeds - SO -022124 .pdf

Debbie,

Please add the following to the next available Commissioners Court agenda.

- Consider and take necessary action on insurance proceeds check from TAC in the amount of \$1,506.62 for damages to a Sheriff Office Vehicle on 02/21/24.

Thank you,

Best regards,
Erica Perez
First Assistant Auditor
Calhoun County
202 S. Ann, Suite B
Port Lavaca, TX 77979
Phone: 361. 553.4612
Fax: 361.553.4614

Calhoun County Texas

TEXAS ASSOCIATION OF COUNTIES
RISK MANAGEMENT POOL-CLAIMS

CHECK DATE	CHECK NO.
4/4/2024	72714

72714

VENDOR ID	VENDOR NAME	ACCOUNT NUMBER
	Calhoun County	
DATE	INVOICE NO.	DESCRIPTION
4/4/2024	APD20240138-1	MVD-to Cim/Aty Supplement 1 payment for 2019
		Chevrolet Silverado VIN 2132
		AMOUNT
		\$1506.62
4/4/2024	APD20240138-1	
		\$0.00



TEXAS ASSOCIATION OF COUNTIES
RISK MANAGEMENT POOL-CLAIMS
1210 SAN ANTONIO STREET
AUSTIN, TX 78701
(512) 478-8753

FROST BANK
30-9/1140

72714

DATE
4/4/2024

AMOUNT
\$ 1,506.62

PAY ONE THOUSAND FIVE HUNDRED SIX AND 62 / 100 DOLLARS

TO THE
ORDER
OF:

Calhoun County
211 S Ann St
Port Lavaca, TX 779794203



VOID AFTER 180 DAYS

Susan M. Ruffel
Julie Rugg

TEXAS ASSOCIATION OF COUNTIES
RISK MANAGEMENT POOL-CLAIMS

72714

Calhoun County
211 S Ann St
Port Lavaca, TX 779794203

TO REORDER CALL: (708) 327-9550

W14SF001014M 03/23

8

8. Consider and take necessary action on a contract between Calhoun County and KSBR, LLC for Grant Administration Services for GLO Contract No. 22-130-019-D846 Community Development Block Grant Mitigation Program-Local Hazard Mitigation Plans Program and authorize the County Judge to sign. (RHM)

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

Calhoun County Emergency Management

211 South Ann Street, Suite 301
Port Lavaca, TX 77979-4249
Phone: 361-553-4400/Fax: 361-553-4444
e-mail: ladonna.thigpen@calhouncotx.org

April 11, 2024

Commissioner's Court

RE: Agenda Item

Please place the following request on the Commissioners' Court agenda for April 17, 2024.

"Consider and take necessary action on a contract between Calhoun County and KSBR, LLC for Grant Administration Services for GLO Contract No. 22-130-019-D846 Community Development Block Grant Mitigation Program-Local Hazard Mitigation Plans Program and authorize the County Judge to sign. "

Thank you,

A handwritten signature in cursive script that reads "LaDonna Thigpen".

LaDonna Thigpen

**GRANT ADMINISTRATION SERVICES FOR
GLO CONTRACT NO. 22-130-019-D846
COMMUNITY DEVELOPMENT BLOCK GRANT MITIGATION PROGRAM -
LOCAL HAZARD MITIGATION PLANS PROGRAM**

THE COUNTY OF CALHOUN ("Subrecipient" or "County") and KSBR, LLC, Tax Identification Number 81-140276 ("Provider"), each a "Party" and collectively, "the Parties," enter into the following contract for grant administration services ("Contract") pursuant to Local Govt. Code 252 and 2 C.F.R. Part 200.

WHEREAS, the County has received U.S. Department of Housing and Urban Development Community Development Block Grant Mitigation (CDBG-MIT) Hazard Mitigation Grant Program: Local Hazard Mitigation Plans Program (LHMPP) funding, administered by the Texas General Land Office ("GLO") and;

WHEREAS, KSBR will be responsible for providing all necessary grant services in the preparation of complete applications to the GLO;

NOW, THEREFORE, the Parties agree to the following terms and conditions:

I. DEFINITIONS / INTERPRETIVE PROVISIONS / PROJECT DESCRIPTION

1.01 DEFINITIONS

"Activity" means a defined class of works or services authorized to be accomplished using CDBG-MIT grant funds. Activities are specified in County Budgets as 'Category,' and the terms are interchangeable under this Contract.

"Administrative and Audit Regulations" means the regulations included in Title 2, CFR, Part 200. Chapter 321 of the Texas Government Code; Subchapter F of Chapter 2155 of the Texas Government Code; and the requirements of Article VII herein. With regard to any federal funding, agencies with the necessary legal authority include: the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of Inspector General, and any of their authorized representatives. In addition, state agencies and/or designees with the authority to audit and inspect include, the County, the GLO, the GLO's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office and the Texas Comptroller of Public Accounts.

“Attachment” means documents, terms, conditions, or additional information physically added to this Contract following the execution page, or incorporated by reference, as if physically.

“Amendment” means a written agreement, signed by the parties hereto, which documents alterations to the Contract.

“Benchmark” or “Billing Milestone” means a clearly defined set of incremental services that must be performed; or an interim level of accomplishment that must be met by Provider in order to receive periodic incremental and final reimbursement for services under this Contract.

“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” means a document submitted by an engineer or, if none, a construction contractor, to a Grantee which, when executed by the Grantee, indicates acceptance of the non-housing project, as built.

“County” means **The County of Calhoun**, a local governmental body or political subdivision that receives funds under HUD’s CDBG-MIT Program.

“County Agreement” means the contractual agreement for a CDBG-MIT housing or non-housing grant between the GLO and the County for which Provider performs services assigned by the County, if any.

“Contract” means this entire document, along with any Attachments, both physical and incorporated by reference, and any Amendments.

“Contract Period” means the period of time between the effective date of a contract and its expiration or termination date.

“Deliverable” means a unit or increment of work to include, any item, report, data, document, photograph, or other submission required to be delivered under the terms of this Contract, in whatever form.

"Federal Assurances" means Standard Form 424B (Rev. 7-97) (non-construction projects); or Standard Form 424D (Rev. 7-97) (construction projects), in **Attachment B**, attached hereto and incorporated herein for all purposes.

"Federal Certifications" means U.S. Department of Commerce Form CD-512 (12-04), "Certifications Regarding Lobbying – Lower Tier Covered Transactions," also in **Attachment B**, attached hereto and incorporated herein for all purposes.

"Final Inspection Report" means the document submitted by the housing contractor to a County under a CDBG-MIT grant contract, indicating the completed construction of one Housing Unit.

"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.

"GAAP" means "Generally Accepted Accounting Principles."

"GASB" means the Governmental Accounting Standards Board.

"General Affirmations" means the statements in **Attachment C**, attached hereto and incorporated herein for all purposes, which Provider affirms by executing this Contract.

"GLO" means the Texas General Land Office, its officers, employees, and designees.

"GLO-Vendor Contract" means the contract or contracts between the GLO, and Provider procured through the Solicitation; such GLO-Vendor Contract is hereby incorporated herein by reference, for all purposes.

"Grant Administration Fee" means the amount to be paid to Provider for all services performed for the County.

"Housing" refers to a project involving home repair, home reconstruction, and new home construction; including housing for single-family and multi-family rental units under a CDBG-MIT program grant.

"Housing Unit" means one house, or one multi-family rental unit.

“HSP” means HUB Subcontracting Plan, as outlined by Chapter 2161 of the Texas Government Code.

“HUB” means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

“HUD” means the United States Department of Housing and Urban Development.

“LHMPP” means Local Hazard Mitigation Plans Program.

“Mentor Protégé” means the Comptroller of Public Accounts’ leadership program found at: <http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/>

“Non-housing” refers to a project involving the restoration and/or repair of infrastructure facilities and the economic revitalization activities approved under a CDBG-MIT program grant.

“Performance Statement” means Provider’s detailed scope of work hereby incorporated for all purposes as **Attachment A**.

“Project” means the grant administration services described in **SECTION 1.03** of this Contract and in any applicable Attachments.

“Project Completion Report” means a report containing an “as built” accounting of all projects completed under a CDBG-MIT non-housing or housing grant, and containing all information required to completely close out a grant file.

“Project Implementation Manual” means a set of guidelines for the CDBG-MIT Program, incorporated herein by reference for all purposes in its entirety.

“Project Period” means the stated time for completion of a Project assigned by Work Order, if any.

“Prompt Pay Act” means Chapter 2251, Subtitle F of Title 10 of the Texas Government Code.

“Provider” means **KSBR, LLC**.

"Public Information Act" means Chapter 552 of the Texas Government Code.

"Quarterly Report" means a document submitted by Provider to the County for approval and submission to the GLO as a condition of reimbursement, as discussed in **SECTION 1.05** and **ARTICLE III**, below.

"RFP" means the County's Request for Proposal.

"Setup" means documentation, submitted by a County, necessary for the GLO to determine that housing sites meet minimum eligibility criteria, resulting in approval for the County to move forward with the projects.

"Solicitation" means County's Request for Proposal.

"Solicitation Response" means Provider's full and complete response to the Solicitation.

"State of Texas *TexTravel*" means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

"Subcontractor" means an individual or business that signs a contract to perform part or all of the obligations of Provider under this Contract.

"Technical Guidance Letter or 'TGL'" means an instruction, clarification, or interpretation of the requirements of the CDBG-MIT Program, issued by the GLO to specified recipients, applicable to specific subject matter, to which the addressed Program participants shall be subject.

1.02 INTERPRETIVE PROVISIONS

- (a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms;
- (b) The words "hereof," "herein," "hereunder," and similar words refer to this Contract as a whole and not to any particular provision, section, attachment, work order, or schedule of this Contract unless otherwise specified;
- (c) The term "including" is not limiting and means "including without limitation" and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent

amendments and other modifications thereto, but only to the extent that such amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation;

(d) The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract;

(e) All attachments within this Contract, including those incorporated by reference, and any amendments are considered part of the terms of this Contract;

(f) This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative, and each shall be performed in accordance with its terms;

(g) Unless otherwise expressly provided, reference to any action of the County or by the County by way of consent, approval, or waiver shall be deemed modified by the phrase "in its/their sole discretion." Notwithstanding the preceding sentence, any approval, consent, or waiver required by, or requested of, the County shall not be unreasonably withheld or delayed;

(h) Time is of the essence in this Contract.

(i) In the event of conflicts or inconsistencies between this contract and its attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: Signed Contract; Attachments to the Contract: Attachment A, Attachment B, Attachment C, Attachment D, Attachment E; RFP; and Provider's Response to RFP.

1.03 PROJECT

Provider shall perform, or cause to be performed at the direction of the County, in assistance to County, comprehensive administration services necessary to facilitate activities for the disaster relief, recovery, restoration, and economic revitalization in areas affected under the CDBG-MIT Program. Provider will assist the County in fulfilling State and Federal CDBG-MIT statutory responsibilities related to recovery including, but not limited to, performing grant administration services for non-housing and/or housing projects. Grant administrative services must be performed in compliance with (i) HUD requirements, (ii) the Non- Exclusive List of Laws, Rules, and Regulations in **Attachment D**; (iii) this Contract and all Attachments, including Provider's Performance Statement, **Attachment A**; (iv) any Amendments to this Contract; (v) any Technical Guidance Letter, program requirements, or program guidance that may be issued by the GLO; and (vi) Provider's full and complete response to the RFP ("the Project").

Provider shall be responsible at all times for maintaining close oversight of approved projects and record-keeping including, but not limited to, obtaining and maintaining, through Provider's own efforts, the County's current Performance Statement/Implementation Schedule, and Budget, including Revisions approved and Technical Guidance Letters issued by the GLO; and any other information that may be required for the satisfactory performance by Provider of the services herein described or assigned under a Work Order, as discussed below.

1.04 REPORTING REQUIREMENTS

Provider shall assist the County to timely submit all reports and documentation that are required under this Contract and any County Agreement.

Monthly Reports – APPLICABLE TO NON-HOUSING AND HOUSING PROJECTS:

Provider shall prepare Monthly Reports to the GLO in a timely manner. Each Monthly Report shall include progress made since the prior reporting period, current Benchmarks achieved, projected quantities, problems encountered and detailed plans to correct them, goals to be accomplished in the subsequent reporting period, and any other information as may be required by the GLO.

The GLO may review the Monthly Report(s) and may request revisions to be made. Provider shall make itself aware of such revision requests and shall assist the County in making appropriate revisions. Upon acceptance of the Monthly Report and submission of a properly prepared invoice, appropriate payment may be made to County and to Provider.

In the sole discretion of the GLO, reports may be requested more often than monthly, and Provider shall facilitate the timely submission to the GLO of such additional information.

GRANT COMPLETION REPORTS:

NON-HOUSING SERVICES: Provider shall prepare and submit to the County a draft Grant Completion Report (GCR) by the close of business no later than thirty (30) days from Provider's receipt of the fully executed final Certificate of Construction Completion ("COCC"). Provider shall then cooperate with the County to submit the final, signed, GCR

to the GLO by the close of business no later than sixty (60) days from Provider's receipt of the fully executed final COCC. The GCR must be submitted in accordance with the specifications from the GLO and must include a full description of all County projects, both as originally assigned and as ultimately completed, accounting for all Amendments, Revisions, and Technical Guidance Letters, if any.

II. TERM

2.01 DURATION

This Contract is effective as of July 21, 2022, and shall terminate on February 28, 2026. The County, at its own discretion, may extend any contract awarded pursuant to the Solicitation for up to one (1) additional 2-year term or until the time the grant funding expires, whichever comes first. Any extension will be subject to terms and conditions mutually agreeable to both parties.

2.02 EARLY TERMINATION

The County may terminate this Contract by giving written notice specifying a termination date at least thirty (30) days subsequent to the date of the notice. Upon receipt of any such notice, Provider shall cease work, undertake to terminate any relevant 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.

2.03 ABANDONMENT OR DEFAULT

If the Provider defaults on the Contract, the County reserves the right to cancel the Contract without notice and either re-solicit or re-award the Contract to the next best responsive and responsible vendor qualified under the Solicitation. The defaulting provider will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work significantly changed. The period of suspension will be determined by the County based on the seriousness of the default.

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III. CONSIDERATION

3.01 CONTRACT LIMIT, FEES, AND EXPENSES

Provider will be compensated \$95,000.00.

The Grant Administration Fee shall not exceed the maximum amount available for such services as prescribed by the County Agreement, the GLO, HUD or any governing law, for the term of this Contract. The County agrees to pay Provider in accordance with The Prompt Pay Act Tex. Govt. Code Ch. 2251.

Reimbursement for services may be requested based on the Benchmarks, according to the type of services authorized, contingent upon Provider's facilitation of the timely submission of each Monthly Report required, as discussed in **SECTION 1.04**, above.

At a minimum, invoices must clearly reflect:

- (a) Provider's Contract Number;
- (b) the name and GLO Contract Number (12 digits) of the County Agreement to which services have been provided;
- (c) the current amount being billed;
- (d) the cumulative amount billed previously;
- (e) the balance remaining to be billed; and
- (f) an itemized statement of services performed, including documentation as required under the Contract, such as invoices, receipts, statements, stubs, tickets, time sheets, and any other which, in the judgment of the County, provides full substantiation of reimbursable costs incurred.

Subject to the maximum Contract amount authorized herein, upon specific, prior, written approval by the County, lodging, travel, and other incidental direct expenses may be reimbursed under this Contract for professional or technical personnel who are (a) away from the cities in which they are permanently assigned; (b) conducting business specifically authorized by the County; and (c) performing services not originally contemplated in the Scope of Services.

The limit for such reimbursements shall be the rates established by the Comptroller of the State of Texas, as outlined in the State of Texas travel guidelines, *TexTravel*. If a rate within the limits set forth in *TexTravel* is not available, Provider shall use its best efforts to obtain the lowest available room rate. Provider shall obtain prior approval from the County.

NOTICE TO PROVIDER:

Failure to include all the information required in **SECTION 3.01** with each invoice may result in a significant delay in processing payment for the invoice.

IV. PROVIDER'S WARRANTY, AFFIRMATIONS, AND ASSURANCES**4.01 PERFORMANCE WARRANTY**

Provider represents that all services performed under this Contract will be performed in a manner consistent with a degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Provider represents that all work product, including Deliverables if any, under this Contract shall be completed in a manner consistent with standards in the applicable trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated Attachments (if any); and shall be fit for ordinary use, of good quality, and with no material defects. If Provider fails to submit Deliverables timely or to perform satisfactorily under conditions required by this Contract, the County may require Provider, at its sole expense, to the extent such defect or damage is caused by the negligence of Provider, to (a) repair or replace all defective or damaged Deliverables; (b) refund any payment received for all defective or damaged Deliverables and, in conjunction therewith, require Provider to accept the return of such Deliverables; and/or (c) take necessary action so that future performance and Deliverables conform to the Contract requirements.

4.02 GENERAL AFFIRMATIONS

To the extent that they are applicable, Provider further certifies that the General Affirmations in **Attachment C** have been reviewed, and that Provider is in compliance with each of the requirements reflected therein.

4.03 FEDERAL ASSURANCES

To the extent that they are applicable, Provider further certifies that the Federal Assurances in **Attachment B** have been reviewed and that Provider is in compliance with each of the requirements reflected therein. The Federal Assurance form must be executed by Provider's authorized signatory.

4.04 FEDERAL CERTIFICATIONS

To the extent that they are applicable, Provider further certifies that the Federal Certifications also in **Attachment B** have been reviewed, and that Provider is in

compliance with each of the requirements reflected therein. The Federal Certifications form must be executed by Provider's authorized signatory.

In addition, Provider certifies that it is in compliance with any other applicable federal laws, rules, or regulations, as they may pertain to this Contract including, but not limited to, those listed in Attachment D.

V. FEDERAL AND STATE FUNDING, RECAPTURE OF FUNDS, AND OVERPAYMENT

5.01 FEDERAL FUNDING

(a) Funding for this Contract is appropriated under the 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), 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, and 2017 pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121 et seq.). The fulfillment of this Contract is based on those funds being made available 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. All funds disbursed under this Contract are subject to recapture and repayment for non-compliance.

(b) All recipients must have an assigned Unique Entity Identifier (UEID) and a Commercial and Government Entity (CAGE) code. Subrecipient must report its UEID and CAGE code to the GLO for use in various reporting documents. A UEID and CAGE code 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.

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5.02 STATE FUNDING

(a) This Contract shall not be construed as creating any debt on behalf of the State of Texas and/or the GLO in violation of Article III, Section 49, of the Texas Constitution. In compliance with Article VIII, Section 6 of the Texas Constitution, it is understood that all obligations of the GLO hereunder are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the County, in its sole discretion, may terminate this Contract. In that event, the parties shall be discharged from further obligations, subject to the equitable settlement of their respective interests, accrued up to the date of termination.

(b) Furthermore, any claim by Provider for damages under this Contract may not exceed the amount of funds appropriated for payment, but not yet paid to Provider, under the annual budget in effect at the time of the breach. Nothing in this provision shall be construed as a waiver of sovereign immunity.

5.03 RECAPTURE OF FUNDS

Provider shall conduct, in a satisfactory manner as determined by the County, the Project as set forth in the Contract. The discretionary right of the County to terminate for convenience under **SECTION 2.02** notwithstanding, it is expressly understood and agreed by Provider that the County shall have the right to terminate the Contract and to recapture, and be reimbursed for any payments made by the County (i) that exceed the maximum allowable HUD rate; (ii) that are not allowed under applicable laws, rules, and regulations; or (iii) 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

Provider understands and agrees that it shall be liable to the County or the GLO for any costs disallowed pursuant to financial and/or compliance audit(s) of funds received under this Contract. Provider further understands and agrees that reimbursement of such disallowed costs shall be paid by Provider from funds which were not provided or otherwise made available to Provider under this Contract.

VI. OWNERSHIP

6.01 OWNERSHIP AND THIRD-PARTY RELIANCE

(a) The County shall own, and Provider hereby assigns to the GLO, all right, title, and interest in all services to be performed; all goods to be delivered; and/or all other related work product prepared, or in the course of preparation, by Provider (or its subcontractors) pursuant to this Contract, together with all related worldwide intellectual property rights of any kind or character (collectively, the "Work Product"). Under no circumstance will any license fee, royalty, or other consideration not specified in this Contract be due to Provider for the assignment of the Work Product to the GLO or for the GLO's use and quiet enjoyment of the Work Product in perpetuity. Provider shall promptly submit all Work Product to the GLO upon request or upon completion, termination, or cancellation of this Contract for any reason, including all copies in any form or medium.

(b) Provider and the County shall not use, willingly allow, or cause such Work Product to be used for any purpose other than performance of Provider's obligations under this Contract without the prior written consent of either party and the GLO. Work Product is for the exclusive use and benefit of and may be relied upon only by the parties. Prior to distributing any Work Product to any third party, other than the GLO, the parties shall advise such third parties that if it relies upon or uses such Work Product, it does so entirely at its own risk without liability to the GLO, Provider, or the County.

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VII. RECORDS, AUDIT, RETENTION, CONFIDENTIALITY, PUBLIC RECORDS

7.01 BOOKS AND RECORDS

Provider shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the County, the GLO, the State of Texas Auditor's Office, the United States Government, and/or their authorized representatives' sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes.

7.02 INSPECTION AND AUDIT

(a) Provider agrees that all relevant records related to this Contract and any Work Product produced in relation to this Contract, including the records and Work Product of 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 any location where such records and Work Product may be found, with or without notice from the County, the GLO, HUD, or other government entity with necessary legal authority. Provider agrees to cooperate fully with any federal or state entity in the conduct of inspection, examination, audit, and copying, including providing all information requested. Provider 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) Provider understands that acceptance of state funds under this Contract acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Provider further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Provider will ensure that this clause concerning the State Auditor's Office's authority to audit state funds and the requirement to fully cooperate with the State Auditor's Office is included in any subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Provider relating to the Contract for any purpose. HUD, the Comptroller General, the General Accounting Office, the Office of Inspector General, or any authorized representative of the U.S. Government shall also have this right of inspection.

PROVIDER SHALL ENSURE THAT ALL SUBCONTRACTS AWARDED REFLECT THE REQUIREMENTS OF THIS SECTION 7.02, AND THE REQUIREMENT TO COOPERATE.

(c) Provider will be deemed to have read and have knowledge of all applicable federal, state, and local laws, regulations, and rules including, but not limited to those identified in **Attachment D**, governing audit requirements pertaining to the Project.

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7.03 PERIOD OF RETENTION

All records relevant to this Contract shall be retained for a period subsequent to the final closeout of the State of Texas CDBG-MIT grant program, in accordance with federal regulations. **The County will notify all Program participants of the date upon which local records may be destroyed.**

7.04 CONFIDENTIALITY

To the extent permitted by law, Provider and the County agree to keep all information confidential, in whatever form produced, prepared, observed, or received by Provider or the County to the extent that such information is: (a) confidential by law; (b) marked or designated "confidential" (or words to that effect) by Provider or the County; or (c) information that Provider or the County is otherwise required to keep confidential by this Contract. Furthermore, Provider will not advertise that it is doing business with the County, use this Contract as a marketing or sales tool, or make any press releases concerning work under this Contract without the prior written consent of the County.

7.05 PUBLIC RECORDS

Information related to the performance of this Contract may be subject to the Public Information Act ("PIA") and will be withheld from public disclosure or released only in accordance therewith. Provider shall make any information required under the PIA available to the County in portable document file (".pdf") format or any other format agreed between the Parties. Failure of Provider to mark as "confidential" or a "trade secret" any information that it believes to be excepted from disclosure waives any and all claims Provider may make against the County for releasing such information without prior notice to Provider. Provider shall notify the County within twenty-four (24) hours of receipt of any third party written requests for information and forward a copy of said written requests to the County. If the request was not written, Provider shall forward the third party's contact information to the County.

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VIII. MISCELLANEOUS PROVISIONS

8.01 INSURANCE

Provider shall acquire for the duration of this Contract insurance with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount and in the form required by **Attachment E** of this Contract, **REQUIRED INSURANCE AND FORM**. Furthermore, Provider shall submit a certificate of liability insurance as required under this Contract, including (if requested) a schedule of coverage (or "underwriter's schedules") establishing to the satisfaction of the County the nature and extent of coverage granted by each policy.

Provider shall submit certificates of insurance and endorsements electronically, in the manner requested by the County. In the event that any policy is determined to be deficient to comply with the terms of this Contract, Provider shall secure such additional policies or coverage as the County may reasonably request or that are required by law or regulation.

Provider will be responsible for submitting renewed certificates of insurance and endorsements, as evidence of insurance coverage throughout the term of this Contract.

Provider may not be actively working on behalf of the County if the insurance coverage does not adhere to insurance requirements. Failure to submit required insurance documents may result in the cancellation of this Contract.

8.02 TAXES/WORKERS' COMPENSATION/UNEMPLOYMENT INSURANCE

PROVIDER AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, PROVIDER SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF PROVIDER'S AND PROVIDER'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. PROVIDER AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE COUNTY SHALL NOT BE LIABLE TO THE PROVIDER, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/ OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY

CUSTOMER. 2) PROVIDER AGREES TO INDEMNIFY AND HOLD HARMLESS THE COUNTY, THE GLO, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT. THE PROVIDER SHALL BE LIABLE TO PAY FOR ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY THE PROVIDER WITH THE COUNTY NAMED AS A DEFENDANT IN ANY LAWSUIT AND THE PROVIDER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE COUNTY. THE PROVIDER AND THE COUNTY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

8.03 LEGAL OBLIGATIONS

Provider shall procure and maintain for the duration of this Contract any state, County, County, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Provider to provide the goods or services required by this Contract. The provider will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Provider agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.

8.04 INDEMNITY

EXCEPT FOR DAMAGES DIRECTLY OR PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OF THE COUNTY OR THE GLO, PROVIDER SHALL INDEMNIFY AND HOLD HARMLESS THE COUNTY, THE STATE OF TEXAS, THE GLO, AND THE OFFICERS, REPRESENTATIVES, AGENTS, AND EMPLOYEES OF THE COUNTY, THE STATE OF TEXAS, AND THE GLO FROM ANY LOSSES, CLAIMS, SUITS, ACTIONS, DAMAGES, OR LIABILITY (INCLUDING ALL COSTS AND EXPENSES OF DEFENDING AGAINST ALL OF THE AFOREMENTIONED) ARISING IN CONNECTION WITH:

- THIS CONTRACT;
- ANY NEGLIGENCE, ACT, OMISSION, OR MISCONDUCT IN THE PERFORMANCE OF THE SERVICES REFERENCED HEREIN; OR
- ANY CLAIMS OR AMOUNTS ARISING OR RECOVERABLE UNDER

FEDERAL OR STATE WORKERS' COMPENSATION LAWS, THE TEXAS TORT CLAIMS ACT, OR ANY OTHER SUCH LAWS.

PROVIDER SHALL BE RESPONSIBLE FOR THE SAFETY AND WELL BEING OF ITS EMPLOYEES, CUSTOMERS, AND INVITEES. THESE REQUIREMENTS SHALL SURVIVE THE TERM OF THIS AGREEMENT UNTIL ALL THE CLAIMS HAVE BEEN SETTLED OR RESOLVED AND SUITABLE EVIDENCE TO THAT EFFECT HAS BEEN FURNISHED TO THE COUNTY. THE PROVISIONS OF THIS SECTION 8.03 SHALL SURVIVE TERMINATION OF THIS CONTRACT.

8.05 ASSIGNMENT AND SUBCONTRACTS

Provider shall not assign, transfer, or delegate any rights, obligations, or duties under this Contract without the prior written consent of the County. Notwithstanding this provision, it is mutually understood and agreed that Provider may subcontract with others for some or all of the services to be performed. In any approved subcontracts, Provider shall legally bind such subcontractor to perform and make such subcontractor subject to all the duties, requirements, and obligations of Provider as specified in this Contract. Nothing in this Contract shall be construed to relieve Provider of the responsibility for ensuring that the goods delivered and/or the services rendered by Provider and/or any of its subcontractors comply with all the terms and provisions of this Contract. Provider will provide written notification to the County of any such subcontractor performing fifteen percent (15%) or more of the work under this Contract, including the name and taxpayer identification number of subcontractor, the task(s) being performed, and the number of subcontractor employees expected to work on the task.

8.06 RELATIONSHIP OF THE PARTIES

Provider is associated with the County only for the purposes and to the extent specified in this Contract, and, with respect to Provider's performance pursuant to this Contract, Provider 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 detail's incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the County or the GLO any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Provider or any other party. The provider shall be solely responsible for, and the County shall have no obligation with respect to:

- (a) withholding of income taxes, FICA, or any other taxes or fees;
- (b) industrial or workers' compensation insurance coverage;

- (c) participation in any group insurance plans available to employees of the State of Texas;
- (d) participation or contributions by the State to the State Employees Retirement System;
- (e) accumulation of vacation leave or sick leave; or
- (f) unemployment compensation coverage provided by the State.

8.07 COMPLIANCE WITH OTHER LAWS

In the performance of this Contract, the Provider shall comply with all applicable federal, state, and local laws, ordinances, and regulations. Provider shall make itself familiar with and at all times shall observe and comply with all federal, state, and local laws, ordinances, and regulations that in any manner affect performance under this Contract including, but not limited to, those attached hereto and incorporated herein for all purposes as **Attachment D**. Provider will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them.

8.08 NOTICES

Any notices required under this Contract shall be deemed delivered when deposited either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

County

The County of Calhoun
211 S. Ann Street, Suite 301
Port Lavaca, TX 77979
Attention: Richard Meyer, County Judge

Provider

KSBR, LLC
430 Church Street
Sulphur Springs, TX 75482
Attention: Katy Sellers

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 as herein provided.

8.10 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 between County and Provider under this Contract shall be in a court of competent jurisdiction in Calhoun County, Texas. Provider irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non convenience, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto.

8.11 SEVERABILITY

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist, and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

8.12 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 a "Force Majeure"), then, while 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 shall promptly notify the other party of the Force Majeure event in writing and, if possible, such notice shall set forth the extent and duration thereof. The party claiming Force Majeure shall exercise due diligence to prevent, eliminate, or overcome such Force Majeure event where it is possible to do so and shall resume performance at the earliest possible date. However, if non-performance continues for more than thirty (30) days, the GLO may terminate this Contract immediately upon written notification to Provider.

8.13 PROTEST PROCEDURES

All protests and disputes will be held in Calhoun, Texas.

Any actual or prospective vendor who believes they are aggrieved in connection with or pertaining to a bid, proposal and/or contract may file a protest. The protest must be delivered in writing to the Calhoun County Auditor's Office, in person or by certified mail return receipt requested prior to award. The written protest must include:

- Name, mailing address and business phone number of the protesting party;
- Appropriate identification of the bid, proposal and/or contract being protested;
- A precise statement of the reasons for the protest; and
- Any documentation or other evidence supporting the protest and any alleged claims.

The County Auditor's Office will attempt to resolve the protest, including at the County Auditor's option, meeting with the protesting party. If the protest is successfully resolved by mutual agreement, written verification of the resolution, with specifics on each point addressed in the protest, will be forwarded to Commissioners' Court.

If the County Auditor's Office is not successful in resolving the protest, the protesting party may request in writing that the protest be considered by Commissioners' Court. Applicable documentation and other information applying to the protest will be forwarded to Commissioners' Court, who will promptly review such documentation and information.

If additional information is required, the Commissioners' Court will notify the protesting party to provide such information. The decision of Commissioners' Court will be final.

8.14 ENTIRE CONTRACT AND MODIFICATION

This Contract, its integrated Attachment(s), and any Technical Guidance 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 that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in such Attachment(s), Technical Guidance Letter shall be harmonized with this Contract to the extent possible. Unless such integrated 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 terms of this Contract.

8.15 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. If the Contract is not executed by the GLO within thirty (30) days of execution by the other party, this Contract shall be null and void. In the sole discretion of the GLO, Work Orders issued, if any, may be executed by the parties in counterparts exchanged by electronic mail.

8.16 THIRD-PARTY BENEFICIARY

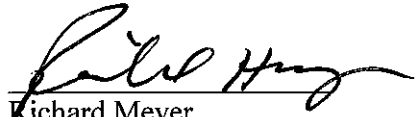
The Parties agree that the GLO, as the administrator of the CDBG-MIT program, is a third-party beneficiary to this Contract and that the GLO shall have the right to enforce any provision of this Contract. Provided, however, that GLO shall only enforce a provision of this Contract after notifying the Parties, in writing, of a potential breach or default of the Contract and allowing the Provider sixty (60) days to cure the breach or default. Venue of any suit under this Section 8.17 shall be in a court of competent jurisdiction in Travis County, Texas. Provider irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniences, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.**

8.17 PROPER AUTHORITY

Each party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Provider acknowledges that this Contract is effective for the period of time specified in the Contract. Any services performed by the Provider before this Contract is effective or after it ceases to be effective are performed at the sole risk of the Provider.

SIGNATURE PAGE FOLLOWS

COUNTY OF CALHOUN

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

Richard Meyer
County of Calhoun, County Judge

KSBR, LLC.

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

Katy Sellers
Principal

Attachments:

Attachment A – Performance Statement

Attachment B – Federal Assurances and Certifications

Attachment C – General Affirmations

Attachment D – Nonexclusive List of Applicable Laws, Rules, and Regulations

Attachment E – Required Insurance

**CALHOUN COUNTY
22-130-019-D846**

PERFORMANCE STATEMENT FOR UPDATE OF HMP

Subrecipient shall perform, or cause to be performed, the update Calhoun County's current local Hazard Mitigation Plan (HMP) that is within 2 years of its expiration date or has expired. The GLO's LHMPP provides aid to the most impacted and distressed (MID) areas covered in the State of Texas CDBG Mitigation (CDBG-MIT) Action Plan.

Subrecipient shall carry out the following Planning Activities in strict accordance with the terms of Subrecipient's GLO-approved Project guidelines, the terms of this Contract and all Attachments, and the requirements of the GLO Implementation Guide and the LHMPP Application Guide, as each may be amended over time. Each of these documents is incorporated by reference into this Contract.

The grant total is \$95,000.00 Subrecipient will be required to maintain a detailed Budget breakdown in the official system of record of the GLO's Community Development and Revitalization division (GLO-CDR).

PROJECT DESCRIPTION

Subrecipient shall update the HMP and submit to the GLO, as well as TDEM and FEMA, for review and approval. Subrecipient's Activities performed under this Contract will result in a FEMA-approved HMP. Final HMPs must comply with the requirements of 44 C.F.R. §201.6.

Subrecipient shall prepare and submit to the GLO, for review and acceptance as to form, a preliminary draft of the HMP. Subrecipients should refer to FEMA's Local Mitigation Plan Review Guide (https://www.fema.gov/sites/default/files/2020-06/fema-local-mitigation-plan-review-guide_09_30_2011.pdf) and FEMA's Local Mitigation Planning Handbook (https://www.fema.gov/sites/default/files/2020-06/fema-local-mitigation-planning-handbook_03-2013.pdf) for guidance. At a minimum, Subrecipient shall include in the preliminary draft HMP submitted to the GLO both *Element A: Planning Process* and *Element B: Hazard Identification and Risk Assessment* pursuant to guidance found in FEMA's Local Mitigation Plan Review Guide. GLO's review and acceptance of the preliminary draft HMP is not a commitment nor confirmation by the GLO that the draft HMP will be approved by TDEM or FEMA.

Upon GLO's review and acceptance as to form of the preliminary draft of the HMP, Subrecipient shall submit the complete draft of the HMP to TDEM for its review and, subsequently, TDEM will forward the draft HMP to FEMA for review and approval. Subrecipient shall provide to the GLO the FEMA Approval Pending Adoption (APA) status letter and evidence of submission of the draft HMP to TDEM.

After formal adoption by local authorities of the HMP, Subrecipient shall submit to TDEM for FEMA's final approval the HMP, which includes formal adoption documentation substantiating

Subrecipient's approval of the HMP. Subrecipient shall submit to the GLO the FEMA Approval (APP) status letter, along with Subrecipient's formal adoption documentation of the HMP.

If outside services are procured to assist in the preparation of the HMP, Subrecipient shall submit procurement documentation to the GLO. Failure to properly procure in accordance with state and federal laws, rules, and regulations, including but not limited to 2 C.F.R. 200, may be cause for rejection of the related-reimbursement request by Subrecipient.

BUDGET

HUD Activity Type	Grant Award	Other Funds	Total
MIT – Planning and Capacity Building	\$95,000.00	\$0.00	\$95,000.00
TOTAL	\$95,000.00	\$0.00	\$95,000.00

BENCHMARKS

Benchmarks	Not-to-Exceed Draw Percentages by Budget Category*
GLO Approval of procurement documentation, if required, and GLO's review and acceptance as to form of the preliminary draft of the HMP	0-25%
Submission of FEMA APA status letter and documentation evidencing TDEM's receipt of draft HMP	25.01-75%
Submission of FEMA APP status letter and Subrecipient's formal adoption documentation of the HMP	75.01-100%

*Subrecipient may draw up to, but not-to-exceed, the identified percentage of the budget category until stated deliverable(s) and reimbursement requests are submitted to and approved by the GLO.

ASSURANCES – NON-CONSTRUCTION PROGRAMS

OMB Approval No. 4040-0007
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 (0348-0040), 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 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 cost) 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, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. 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.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for 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).
6. Will comply with all Federal statutes relating to nondiscrimination. 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.
7. 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 or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with 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.

9. 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.
10. Will comply, if applicable, 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.
11. 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).
12. 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.
13. 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.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. 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.
17. 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."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. 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 DocuSigned by:  9CCE54DC84464C3	TITLE County Judge
APPLICANT ORGANIZATION Calhoun County	DATE SUBMITTED 12/28/2022

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 CFR 200, only to the extent such compliance is consistent with 2 CFR 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

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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

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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 GLO, 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

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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.

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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

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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.*

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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.

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, <http://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 2274.0102, 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 2274.0103, or (2) headquartered in any of those countries.*
41. If Subrecipient is required to make a verification pursuant to Section 2274.002 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.

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 CFR 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 equipment, services, or systems that uses covered telecommunications equipment or services, as defined in Public Law 115-232, Section 889, 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.

* This section does not apply to a contract with a "governmental entity" as defined in Texas Government Code Chapter 2251.

(36 FR 8921), 3 C.F.R., 1971-1975 Comp., p. 559, particularly section 2(c);

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, May 24, 1977 (42 FR 26951), 3 C.F.R., 1977 Comp., p. 117, as interpreted in HUD regulations at 24 C.F.R. Part 55, particularly Section 2(a) of the Order (For an explanation of the relationship between the decision-making process in 24 C.F.R. Part 55 and this part, see § 55.10.); and

Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961), 3 C.F.R., 1977 Comp., p. 121 particularly Sections 2 and 5.

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) 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).

OTHER REQUIREMENTS

Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities (24 C.F.R. Part 58).

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).

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/16/2024

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 Hiscox Inc. 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007 FAX (A/C, No): E-MAIL: contact@hiscox.com ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Hiscox Insurance Company Inc 10200 INSURER B: 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
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	P100.939.969.3	03/04/2024	03/04/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg. \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ CGL HNOA Limit (per occurrence) \$ 1,000,000
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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:
2024-1145648

Date Filed:
04/11/2024

Date Acknowledged:

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

KSBR, LLC
Sulphur Springs, 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.

RFP 2022.07
HAZARD MITIGATION PLAN DEVELOPMENT AND GRANT MANAGEMENT SERVICES

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	KSBR LLC	Sulphur Springs, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Veronica Pauda, and my date of birth is 09/15/1085.

My address is 430 Church St, Sulphur Springs, Texas, 75482, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Hopkins County, State of Texas, on the 25th day of April, 20 24.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

9

9. 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, 2023 at an estimated fee of \$63,845 and authorize the County Judge to sign. (RHM)

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

Debbie Vickery

From: candice.villarreal@calhouncotx.org (candice villarreal)
<candice.villarreal@calhouncotx.org>
Sent: Thursday, April 11, 2024 2:40 PM
To: Debbie.Vickery@calhouncotx.org
Cc: fraser@avacpa.com
Subject: Agenda Item Request - Annual Audit
Attachments: Engagement letter - 2023.pdf; AVA Form 1295 redacted 040924.pdf

Good afternoon,

Please place the following item on the agenda for April 17, 2023:

- 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, 2023 at an estimated fee of \$63,845 and authorize the County Judge to sign.

Thank you,

*Candice Villarreal
Calhoun County Auditor
Calhoun County Auditor's Office
Port Lavaca, TX 77979
Phone (361)553-4611*

Calhoun County Texas



Armstrong, Vaughan & Associates, P. C.

Certified Public Accountants

April 8, 2024

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, 2023, 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, 2023. 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:

- 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) Part 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. We estimate that our fee for the audit will be \$63,845, plus 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: *Paul H. [Signature]*

Title: *Calhoun County Judge*

Date: *4-17-2024*



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

1 of 1

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:
2024-1144763

Date Filed:
04/10/2024

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.

12-31-2023
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.



6 UNSWORN DECLARATION

My name is Deborah F. Fraser, CPA and my date of birth is [REDACTED]

My address is [REDACTED]

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

Executed in Bexar County, State of Texas, on the 9 day of April, 2024
(month) (year)

Deborah F. Fraser, CPA, CGMA

Signature of authorized agent of contracting business entity
(Declarant)

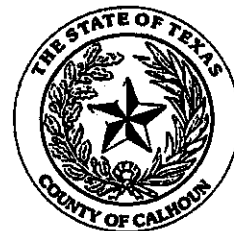
10

10. Consider and take necessary action to allow Ernie McDonough with the Fisherman's Chapel in Port O'Connor, Texas to have a portable fire pit on King Fisher Beach for a Christian retreat for students with Sam Houston State University on April 19, 2024. (GDR)

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



Gary D. Reese
County Commissioner
County of Calhoun
Precinct 4



April 11, 2024

Honorable Richard Meyer
Calhoun County Judge
211 S. Ann
Port Lavaca, TX 77979

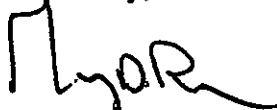
RE: AGENDA ITEM

Dear Judge Meyer:

Please place the following item on the Commissioners' Court Agenda for April 17, 2024.

- Consider and take necessary action to allow Ernie McDonough with the Fisherman's Chapel in Port O'Connor, Texas to have a portable fire pit on King Fisher Beach for a Christian retreat for students with Sam Houston State University on April 19, 2024.

Sincerely,


Gary D. Reese

GDR/at

11

11. Consider and take necessary action to approve the Final Plat of the Replat of the Future Development Reserve and Lot 5 if Block 3 of the Revised Swan Point subdivision according to the plat recorded in Slide No. 429A of the Calhoun County Plat Records. (GDR)

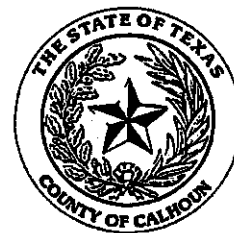
Henry Danysh explained the final plat.

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



Gary D. Reese

**County Commissioner
County of Calhoun
Precinct 4**



April 11, 2024

**Honorable Richard Meyer
Calhoun County Judge
211 S. Ann
Port Lavaca, TX 77979**

RE: AGENDA ITEM

Dear Judge Meyer:

Please place the following item on the Commissioners' Court Agenda for April 17, 2024.

- **Consider and take necessary action to approve the Final Plat of the Replat of the Future Development Reserve and Lot 5 if Block 3 of the Revised Swan Point Subdivision according to the plat recorded in Slide No. 429A of the Calhoun County Plat Records.**

Sincerely,

A handwritten signature in black ink, appearing to read "GDR", with a stylized flourish extending from the end.

Gary D. Reese

GDR/at

12

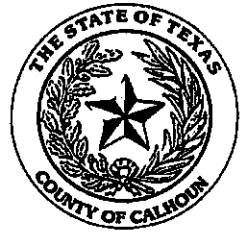
12. Consider and take necessary action to approve the Final Plat of Eller's Landing.
(GDR)

Henry Danysh explained the final plat.

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



Gary D. Reese
County Commissioner
County of Calhoun
Precinct 4



April 11, 2024

Honorable Richard Meyer
Calhoun County Judge
211 S. Ann
Port Lavaca, TX 77979

RE: AGENDA ITEM

Dear Judge Meyer:

Please place the following item on the Commissioners' Court Agenda for April 17, 2024.

- Consider and take necessary action to approve the Final Plat of Eller's Landing.

Sincerely,

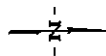
A handwritten signature in black ink, appearing to read "G.D. Reese", written over a horizontal line.

Gary D. Reese

GDR/at

8.43 ACRE SUBDIVISION

RECORDS. MAXIMO CAMPOS SURVEY, ABSTRACT NO. 4 OF CALHOUN COUNTY, TEXAS



CERTIFICATE OF OWNERSHIP

DAVID A. ELLER, INDIVIDUALLY
RESPONSIBLE OF SWAN POINT LANDING II LP,
RESPONSITIVE OF SWAN POINT LANDING LLC.

STATE OF TEXAS

REPORTING THE UNDISCOVERED AUTHORITY, ON THIS DAY PERSONALLY APPEARED DAVE O'LEARY, KNOWN TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING MATTHEW AND ADDITIONAL TO BE THAT HE EXERCISED THE SAME FOR THE REPORTED AND CONSIDERATIONS THEREIN EXPRESSED.

2024

NOTARY PUBLIC, STATE OF TEXAS

COUNTY CLERK CERTIFICATE
STATE OF TEXAS
COUNTY OF CALHOUN

I HEREBY CERTIFY THAT THE FOREGOING SUBDIVISION PLAN OF PLOTS LAMARCA FOR COMMERCIAL LOT IN STATE ROAD LAMARCA MEETS THE CURRENT CITY REQUIREMENTS.

DISTRICT COORDINATOR
(361) 552-5455

GRAPHIC SCALE

(IN FEET)
1 inch = 80 ft.

1. HERBERT SCHLIER BUILT THE AN VONDER TATES FARM

1. HOBBY COSTS THAT ARE NO VALUATION TAXES ON THE LAND INCLUDED WITHIN THE BOUNDARIES OF THIS PLAT ARE PAID FOR THE TAX YEAR _____ AND ALL PRIOR YEARS.

COOL SECTION 51.08 (b)

STANDARD TIME THE _____ DAY OF _____, 2021

**PAUL SPALIN,
CHIEF ATTORNEY**

ELDOPELAN ADMINISTRATOR

A DEVELOPMENT PROJECT IS REQUESTED FROM THE FLOOD PLAIN ADMINISTRATOR, 201 SOUTH MAIN STREET, BOCA 304, FORT WORTH, TEXAS, 76102.

Publication Administration

COMMISSIONERS COURT

RICHARD NEEVER
 COUNTY AUDITOR

 GARY REITZ
 COMMISSIONER, PUBLIC WORKS

1. HENRY A. BANTER, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PLAT SHOWN HEREON REPRESENTS THE RESULT OF A SURVEY MADE ON THE GROUND UNDER MY DIRECTION ON FEBRUARY 6, 2024.

D & W DIAGNOSTICS, INC.
HENRY A. GARNER
REGISTERED PROFESSIONAL
LABORATORY MEDICINE

● ENGINEERING ● SURVEYING ● PLANNING ●

205 W. LIVE OAK STREET, PORT LAVACA, TEXAS 77979
TBPLS FIRM NO.: 10022100
(361) 552-4509; PORT LAVACA (979) 323-7100; BAY CITY

FILE NO.:	
B217-008	
JOB NO.:	
B217-008	
SHEET NO.:	
1 OF 1	

FINAL PLAT



13

13. Consider and take necessary action to approve the Final Plat of The Landing at Swan Point. (GDR)

Henry Danysh explained the final plat.

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



Gary D. Reese
County Commissioner
County of Calhoun
Precinct 4



April 11, 2024

Honorable Richard Meyer
Calhoun County Judge
211 S. Ann
Port Lavaca, TX 77979

RE: AGENDA ITEM

Dear Judge Meyer:

Please place the following item on the Commissioners' Court Agenda for April 17, 2024.

- Consider and take necessary action to approve the Final Plat of The Landing at Swan Point.

Sincerely,


Gary D. Reese

GDR/at

14

14. Consider and take necessary action to approve the Final Plat of In the Oaks at Swan Point. (GDR)

Henry Danysh explained the final plat.

Commissioner Reese explains concerns.

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



Gary D. Reese
County Commissioner
County of Calhoun
Precinct 4



April 11, 2024

Honorable Richard Meyer
Calhoun County Judge
211 S. Ann
Port Lavaca, TX 77979

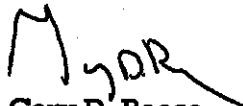
RE: AGENDA ITEM

Dear Judge Meyer:

Please place the following item on the Commissioners' Court Agenda for April 17, 2024.

- Consider and take necessary action to approve the Final Plat of In the Oaks at Swan Point.

Sincerely,


Gary D. Reese

GDR/at

37.41 ACRE SUBDIVISION

STATE OF TEXAS
COUNTY OF CALHOUN

L. THE HANDBOOK, DIRECTOR OF THE LAMB SCHOOL ON BIRD FLA.T, AND RESPONSIBLE EDITOR AS IN THE BOOKS AT SMALL PRINT, AND WHOSE NAME IS SUBSCRIBED HEREIN, HEREBY DONATE TO THE USE OF PUBLIC PROPERTY ALL SHEETS, ALBENS, PAPERS, MANUSCRIPTS, BOOKS, ESTABLISHMENTS AND PUBLIC PLACES HEREIN SHOWN FOR THE PURPOSE OF CONSIDERING THEIR CONTENTS.

DAVID G. ELLER, INDIVIDUALLY
RESPONSIBLE OF SEAN POINT LANDING 1 UP
RESPONSIBLE OF SEAN POINT LANDING L.L.C.

STATE OF TEXAS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED DAVID C. ELLER, KNOWN TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

FROM UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2004.

NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS
COUNTY OF CALHOUN

NEAREST COUNTY THAT THE TURNING SURVEYOR PLAT OF IN THE GAINS AT SMALL POINT FOR
COMMERCIAL LOT IN SMALL POINT LANDS MEETS THE CURRENT 611 REQUIREMENTS.

RAQUO, MORTALIS
DISTRICT COORDINATOR
(501) 552-5455

1. MONKEY COUNTRY THAT THE AD WARDEN TAKES ON THE LAND INCLUDED WITHIN THE BOUNDARIES OF THIS PLAT ARE PAID FOR THE TAX YEAR AND ALL PRIOR YEARS.

If applicable, the above-described property has/is receiving special appraisal based on its use, and accordingly, millage rates may become due based on the provisions of the special appraisal. (Compare with Rule 1.06(a)) or property omitted from the Appraisal Roll as described under the code section 20-21 is not included in this category. (See code section 20-01.00)

BOOKED THIS RE _____ DAY OF _____, 2024

PAUL SPATEN,
CHIEF APPRAISER

ACCORDING TO THE FLOOD INSURANCE RATE MAP (FIRM) FOR CLATSOP COUNTY, TIDAL, COMMUNITY PANEL NUMBER 4003702302AC, EFFECTIVE DATE OCTOBER 18, 2014, THE SUBJECT PROPERTY IS LOCATED IN ZONE AE & ZONE X.

A DEVELOPMENT REPORT IS REQUESTED FROM THE FLOOD PLAIN ADMINISTRATIONS OFFICE, 21 SOUTH MAIN STREET, ROOM 301, FORT WORTH, TEXAS, 77102.

LAODONIA THORPEI
FLUOROPOLYMER AGUMENTSTRATON

THE COMMISSIONERS COURT MEETING IN REGULAR SESSION ON 2021 APPROVED THE PLAN AND DEDICATION OF ROADS DESCRIBED HEREOF.

INDUSTRIAL MEDICAL
COUNTY JUDGE

CART NOTED
COMMISSIONER PROTECT HQ. 4

FILE NO.:
8217-010
JOB NO.:
8217-010
SHEET NO.:
1 OF 2

G & W ENGINEERS, INC.
ENGINEERING • SURVEYING • PLANNING

205 W. LIVE OAK STREET, PORT LAVACA, TEXAS 77979
TBPLS FIRM NO.: 10022100
(361) 552-4509: PORT LAVACA (979) 323-7100: BAY CITY

DRAWN BY:
J.H.D.
CHECKED BY:
H.A.D.
DATE:
APRIL 11, 202
SCALE:
1" = 100'

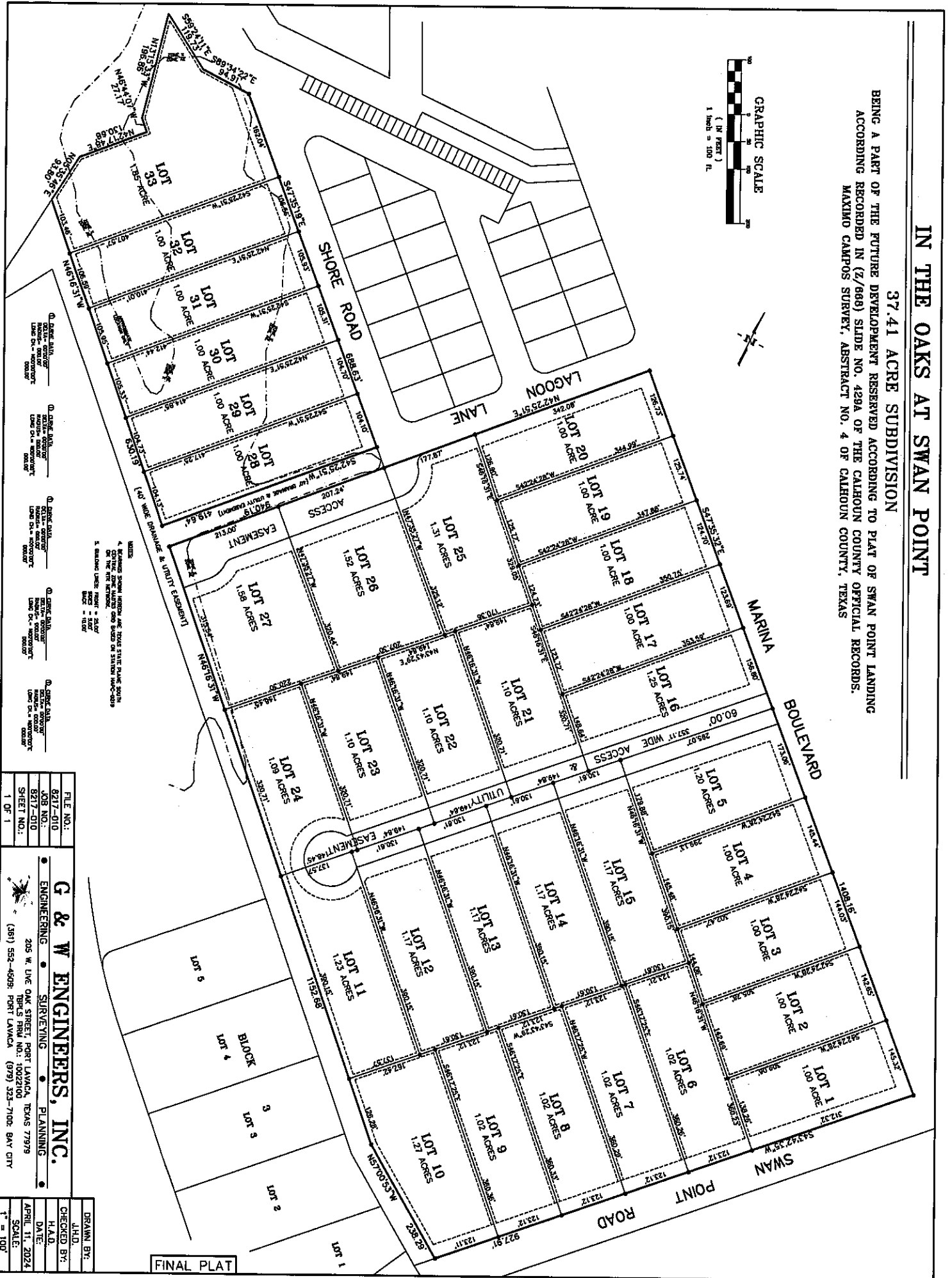
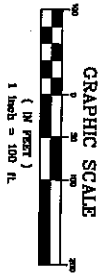
FINAL PLAT



IN THE OAKS AT SWAN POINT

37.41 ACRE SUBDIVISION

BEING A PART OF THE FUTURE DEVELOPMENT RESERVED ACCORDING TO PLAT OF SWAN POINT LANDING
ACCORDING RECORDED IN (2/668) SLIDE NO. 429A OF THE CALHOUN COUNTY OFFICIAL RECORDS.
MAXIMO CAMPOS SURVEY, ABSTRACT NO. 4 OF CALHOUN COUNTY, TEXAS



FILE NO.:	8217-010
JOB NO.:	8217-010
SHEET NO.:	1 OF 1
G & W ENGINEERS, INC. ENGINEERING • SURVEYING • PLANNING 205 W. LIVE OAK STREET, PORT LAVACA, TEXAS 77979 TEL'S: (361) 582-4509; FAX: (361) 582-4508; PORT LAVACA, (361) 323-7100; BAY CITY	
DRAWN BY:	J.H.D.
CHECKED BY:	H.A.B.
DATE:	APRIL 11, 2024
SCALE:	1" = 100'

15

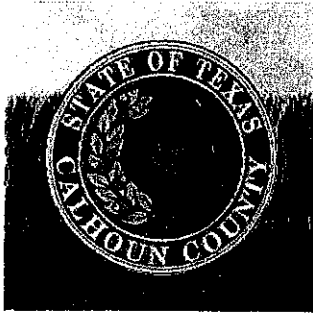
15. Public Hearing regarding the request to vacate and abandon a portion of unconstructed public road which includes: (DEH)

- a. Tract 1 (Miller Streets): Field notes describing a 0.199-acre tract of land comprised of a part of Alamo Street and Thomas Avenue, as platted in Bayside Beach Unit 2, Lots 121-150 in Volume Z, Page 46, Plat Records of Calhoun County, Texas, in the Juan Cano League, Abstract Number 5 in Calhoun County, Texas. Said 0.199 acres being more fully described by metes and bounds in the Application.
- b. Tract 2 (Sciacca Streets): Field notes describing a 0.089-acre tract of land comprised of a part of Alamo Street and Thomas Avenue, as platted in Bayside Beach Unit 2, Lots 121-150 in Volume Z, Page 46, Plat Records of Calhoun County, Texas, in the Juan Cano League, Abstract Number 5 in Calhoun County, Texas. Said 0.089 acres being more fully described by metes and bounds in the Application.
- c. Tract 3 (Cordell Streets): Field notes describing a 0.142-acre tract of land comprised of a part of Alamo Street, Maxwell Street and Thomas Avenue adjoining Lots 2 and 3, Block 142 as platted in Bayside Beach Unit 2, Lots 121-150 in Volume Z, Page 46, Plat Records of Calhoun County, Texas, in the Juan Cano League, Abstract Number 5 in Calhoun County, Texas. Said 0.142 acres being more fully described by metes and bounds in the Application.
- d. Tract 4 (Anderson Streets): A 0.203-acre tract of land being a portion of Alamo Street and Maxwell Street as platted in Bayside Beach Unit 2, in Volume Z, Page 46, Plat Records of Calhoun County, Texas, through the occupied location of Lot 1 and Lot 12, Block 137 per surveys by Dennis Ellis circa 1989 in the Juan Cano League, Abstract Number 5 in Calhoun County, Texas. Said 0.203 acres being more fully described by metes and bounds in the Application.
- e. Tract 5 (Hunt Tract): A 0.057-acre tract of land acre situated in the Juan Cano Survey, Abstract No. 5, Calhoun County, Texas and being a portion of Alamo Street adjacent to Lots 29 and 30, Block 34 of Bayside Beach Unit No. 1 according to plat recorded in Volume Z, Page 26 of the Calhoun County Deed Records, Port Lavaca, Texas, further described in the Application.

Property owners are: Cordell Family, LP, being the owners of Lots 4 and 5, Block 142; Cecil E. Anderson, being the owner of Lots 1 and 12, Block 137; Sherry Darlene Miller and Duane E. Miller, being the owners of 17.8' of Lot 7 and all of Lot 8, Block 142 and Lots 8 and 9, Block 143; Johnny R. and Charlyn S. Sciacca, being the owners of Lot 6 and part of Lot 7, Block 142 all in Bayside Beach Unit #2, Calhoun County, Texas; Thomas W. and Caron G. Hunt being the owners of Lots 29 and 30, Block 34, Bayside Beach Unit No. 1.

Pass

AT 9:54 FILED O'CLOCK a M



APR 12 2024

Richard H. Meyer
County Judge

COUNTY CLERK, CALHOUN COUNTY, TEXAS
ANNA GOODMAN

DEPUTY:

Kaddismit

David Hall, Commissioner, Precinct 1
Vern Lyssy, Commissioner, Precinct 2
Joel Behrens, Commissioner, Precinct 3
Gary Reese, Commissioner, Precinct 4

NOTICE OF PUBLIC HEARING

The Commissioners' Court of Calhoun County, Texas will meet on Wednesday, April 17, 2024 at 10:00 a.m. in the Commissioners' Courtroom in the County Courthouse, 211 S. Ann Street, Suite 104, Port Lavaca, Calhoun County, Texas.

NOTICE IS HEREBY GIVEN that the Calhoun County Commissioners' Court will hold a Public Hearing in the Commissioners' Courtroom, 211 S. Ann Street, Suite 104, in Port Lavaca, Texas, on April 10, 2024 at 10:00 a.m. regarding a request to vacate and abandon a portion of unconstructed public road which includes:

Tract 1 (Miller Streets): Field notes describing a 0.199 acre tract of land comprised of a part of Alamo Street and Thomas Avenue, as platted in Bayside Beach Unit 2, Lots 121-150 in Volume Z, Page 46, Plat Records of Calhoun County, Texas, in the Juan Cano League, Abstract Number 5 in Calhoun County, Texas. Said 0.199 acres being more fully described by metes and bounds in the Application.

Tract 2 (Sciaccia Streets): Field notes describing a 0.089 acre tract of land comprised of a part of Alamo Street and Thomas Avenue, as platted in Bayside Beach Unit 2, Lots 121-150 in Volume Z, Page 46, Plat Records of Calhoun County, Texas, in the Juan Cano League, Abstract Number 5 in Calhoun County, Texas. Said 0.089 acres being more fully described by metes and bounds in the Application.

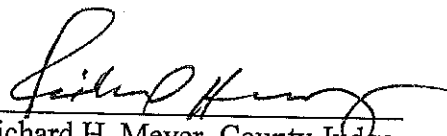
Tract 3 (Cordell Streets): Field notes describing a 0.142 acre tract of land comprised of a part of Alamo Street, Maxwell Street and Thomas Avenue adjoining Lots 2 and 3, Block 142 as platted in Bayside Beach Unit 2, Lots 121-150 in Volume Z, Page 46, Plat Records of Calhoun County, Texas, in the Juan Cano League, Abstract Number 5 in Calhoun County, Texas. Said 0.142 acres being more fully described by metes and bounds in the Application.

Tract 4 (Anderson Streets): A 0.203 acre tract of land being a portion of Alamo Street and Maxwell Street as platted in Bayside Beach Unit 2, in Volume Z, Page 46, Plat Records of Calhoun County, Texas, through the occupied location of Lot 1 and Lot 12, Block 137 per surveys by Dennis Ellis circa 1989 in the Juan Cano League, Abstract Number 5 in Calhoun County, Texas. Said 0.203 acres being more fully described by metes and bounds in the Application.

Tract 5 (Hunt Tract): A 0.057 acre tract of land situated in the Juan Cano Survey, Abstract No. 5, Calhoun County, Texas and being a portion of Alamo Street adjacent to Lots 29 and 30, Block 34 of Bayside Beach Unit No. 1 according to plat recorded in Volume Z, Page 26 of the Calhoun County Deed Records, Port Lavaca, Texas, further described in the Application.

Property owners are: Cordell Family, LP, being the owners of Lots 4 and 5, Block 142; Cecil E. Anderson, being the owner of Lots 1 and 12, Block 137; Sherry Darlene Miller and Duane E. Miller, being the owners of 17.8' of Lot 7 and all of Lot 8, Block 142 and Lots 8 and 9, Block 143; Johnny R. and Charlyn S. Sciacca, being the owners of Lot 6 and part of Lot 7, Block 142 all in Bayside Beach Unit #2, Calhoun County, Texas; Thomas W. and Caron G. Hunt being the owners of Lots 29 and 30, Block 34, Bayside Beach Unit No. 1.

This notice is in accordance with Section 111.007 and Section 111.0075 of the Texas Local Government code.


Richard H. Meyer, County Judge
Calhoun County, Texas

A copy of this Notice has been placed on the outside bulletin board of the Calhoun County Courthouse, 211 South Ann Street, Port Lavaca, Texas, which is readily accessible to the general public at all times. 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.

16

16. Consider and take necessary action to vacate and abandon a portion of unconstructed public road which includes: (DEH)

- a. Tract 1 (Miller Streets): Field notes describing a 0.199-acre tract of land comprised of a part of Alamo Street and Thomas Avenue, as platted in Bayside Beach Unit 2, Lots 121-150 in Volume Z, Page 46, Plat Records of Calhoun County, Texas, in the Juan Cano League, Abstract Number 5 in Calhoun County, Texas. Said 0.199 acres being more fully described by metes and bounds in the Application.
- b. Tract 2 (Sciacca Streets): Field notes describing a 0.089-acre tract of land comprised of a part of Alamo Street and Thomas Avenue, as platted in Bayside Beach Unit 2, Lots 121-150 in Volume Z, Page 46, Plat Records of Calhoun County, Texas, in the Juan Cano League, Abstract Number 5 in Calhoun County, Texas. Said 0.089 acres being more fully described by metes and bounds in the Application.
- c. Tract 3 (Cordell Streets): Field notes describing a 0.142-acre tract of land comprised of a part of Alamo Street, Maxwell Street and Thomas Avenue adjoining Lots 2 and 3, Block 142 as platted in Bayside Beach Unit 2, Lots 121-150 in Volume Z, Page 46, Plat Records of Calhoun County, Texas, in the Juan Cano League, Abstract Number 5 in Calhoun County, Texas. Said 0.142 acres being more fully described by metes and bounds in the Application.
- d. Tract 4 (Anderson Streets): A 0.203-acre tract of land being a portion of Alamo Street and Maxwell Street as platted in Bayside Beach Unit 2, in Volume Z, Page 46, Plat Records of Calhoun County, Texas, through the occupied location of Lot 1 and Lot 12, Block 137 per surveys by Dennis Ellis circa 1989 in the Juan Cano League, Abstract Number 5 in Calhoun County, Texas. Said 0.203 acres being more fully described by metes and bounds in the Application.
- e. Tract 5 (Hunt Tract): a 0.057-acre tract of land acre situated in the Juan Cano Survey, Abstract No. 5, Calhoun County, Texas and being a portion of Alamo Street adjacent to Lots 29 and 30, Block 34 of Bayside Beach Unit No. 1 according to plat recorded in Volume Z, Page 26 of the Calhoun County Deed Records, Port Lavaca, Texas, further described in the Application.

Property owners are: Cordell Family, LP, being the owners of Lots 4 and 5, Block 142; Cecil E. Anderson, being the owner of Lots 1 and 12, Block 137; Sherry Darlene Miller and Duane E. Miller, being the owners of 17.8' of Lot 7 and all of Lot 8, Block 142 and Lots 8 and 9, Block 143; Johnny R. and Charlyn S. Sciacca, being the owners of Lot 6 and part of Lot 7, Block 142 all in Bayside Beach Unit #2, Calhoun County, Texas; Thomas W. and Caron G. Hunt being the owners of Lots 29 and 30, Block 34, Bayside Beach Unit No. 1.

pass

**VACATE AND ABANDON A PORTION OF PUBLIC ROAD
IN BAYSIDE BEACH #2, CALHOUN COUNTY, TEXAS**

A Motion was made by Commissioner _____ and seconded by Commissioner _____ to Vacate and Abandon a portion of a public road in Bayside Beach Unit #2, Calhoun County, Texas as shown on the following Order with exhibits attached.

Commissioners _____
_____ voted in favor of the motion.

**ORDER DECLARING CLOSURE OF A PORTION OF PUBLIC ROAD
IN BAYSIDE BEACH UNIT #2, CALHOUN COUNTY, TEXAS**

WHEREAS, on the 17th day of April, 2024, the Commissioner's Court of Calhoun County, Texas considered the request of the Cordell Family, LP, being the owners of Lots 4 and 5, Block 142; Cecil E. Anderson, being the owner of Lots 1 and 12, Block 137; Sherry Darlene Miller and Duane E. Miller, being the owners of 17.8' of Lot 7 and all of Lot 8, Block 142 and Lots 8 and 9, Block 143; Johnny R. and Charlyn S. Sciacca, being the owners of Lot 6 and part of Lot 7, Block 142 all in Bayside Beach Unit #2, Calhoun County, Texas, to abandon and vacate the following portions of a public road in Bayside Beach Unit Two, Calhoun County, Texas more fully hereinafter described below and as further shown on Exhibits "1", "2", "3" and "4" which are attached to this order and incorporated by reference:

Tract 1 (Miller Streets): Field notes describing a 0.199 acre tract of land comprised of a part of Alamo Street and Thomas Avenue, as platted in Bayside Beach Unit 2, Lots 121-150 in Volume Z, Page 46, Plat Records of Calhoun County, Texas, in the Juan Cano League, Abstract Number 5 in Calhoun County, Texas. Said 0.199 acres being more fully described by metes and bounds in attached Exhibit "1" hereto.

Tract 2 (Sciacca Streets): Field notes describing a 0.089 acre tract of land comprised of a part of Alamo Street and Thomas Avenue, as platted in Bayside Beach Unit 2, Lots 121-150 in Volume Z, Page 46, Plat Records of Calhoun County, Texas, in the Juan Cano League, Abstract Number 5 in Calhoun County, Texas. Said 0.089 acres being more fully described by metes and bounds in attached Exhibit "2" hereto.

Tract 3 (Cordell Streets): Field notes describing a 0.142 acre tract of land comprised of a part of Alamo Street, Maxwell Street and Thomas Avenue adjoining Lots 2 and 3, Block 142 as platted in Bayside Beach Unit 2, Lots 121-150 in Volume Z, Page 46, Plat Records of Calhoun County, Texas, in the Juan Cano League, Abstract Number 5 in Calhoun County, Texas. Said 0.142 acres being more fully described by metes and bounds in attached Exhibit "3" hereto.

Tract 4 (Anderson Streets): A 0.203 acre tract of land being a portion of Alamo Street and Maxwell Street as platted in Bayside Beach Unit 2, in Volume Z, Page 46, Plat Records of Calhoun County, Texas, through the occupied location of Lot 1 and Lot 12, Block 137 per surveys by Dennis Ellis circa 1989 in the Juan Cano League, Abstract Number 5 in Calhoun County, Texas. Said 0.203 acres being more fully described by metes and bounds in attached Exhibit "4" hereto.

WHEREAS, Texas Transportation Code §251.051 vest in the Commissioner's Court the authority to abandon and vacate a portion of the road; and

WHEREAS, the Commissioners have not previously classified the subject road as either a first class or second class road; and

WHEREAS, the Commissioner's actions to abandon or vacate the road have not been enjoined or sought to be enjoined by any party; and

WHEREAS, proper notice of the petition to abandon and vacate the road has been posted at the Courthouse door of Calhoun County, Texas and at other places in the vicinity of the affected route, being at Sunray Magnolia Store and on the properties at the portions of the road to be abandoned and vacated, for at least twenty (20) days before the date the application was made to the Court; and

WHEREAS, the Commissioners have considered the request to abandon and vacate the portions of the roads described below and further on the attached Exhibits "1", "2", "3" and "4":

Tract 1 (Miller Streets): Field notes describing a 0.199 acre tract of land comprised of a part of Alamo Street and Thomas Avenue, as platted in Bayside Beach Unit 2, Lots 121-150 in Volume Z, Page 46, Plat Records of Calhoun County, Texas, in the Juan Cano League, Abstract Number 5 in Calhoun County, Texas. Said 0.199 acres being more fully described by metes and bounds in attached Exhibit "1" hereto.

Tract 2 (Sciacca Streets): Field notes describing a 0.089 acre tract of land comprised of a part of Alamo Street and Thomas Avenue, as platted in Bayside Beach Unit 2, Lots 121-150 in Volume Z, Page 46, Plat Records of Calhoun County, Texas, in the Juan Cano League, Abstract Number 5 in Calhoun County, Texas. Said 0.089 acres being more fully described by metes and bounds in attached Exhibit "2" hereto.

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Tract 4 (Anderson Streets): A 0.203 acre tract of land being a portion of Alamo Street and Maxwell Street as platted in Bayside Beach Unit 2, in Volume Z, Page 46, Plat Records of Calhoun County, Texas, through the occupied location of Lot 1 and Lot 12, Block 137 per surveys by Dennis Ellis circa 1989 in the Juan Cano League, Abstract Number 5 in Calhoun County, Texas. Said 0.203 acres being more fully described by metes and bounds in attached Exhibit "4" hereto; and

WHEREAS, all requirements of Texas Transportation Code §251.051 and §251.052 have been complied with in declaring said roads to be abandoned and vacated.

NOW, THEREFORE, ON MOTION DULY MADE BY Commissioner _____ and SECONDED by Commissioner _____, and upon said Motion having been unanimously approved by the Commissioner's Court in a properly posted public meeting;

IT IS ORDERED AND DECREED, that Calhoun County does hereby CLOSE, ABANDON and VACATE those portions of roads described below and further on the attached Exhibits "1", "2", "3" and "4":

Tract 1 (Miller Streets): Field notes describing a 0.199 acre tract of land comprised of a part of Alamo Street and Thomas Avenue, as platted in Bayside Beach Unit 2, Lots 121-150 in Volume Z, Page 46, Plat Records of Calhoun County, Texas, in the Juan Cano League, Abstract Number 5 in Calhoun County, Texas. Said 0.199 acres being more fully described by metes and bounds in attached Exhibit "1" hereto.

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IT IS FURTHER ORDERED AND DECREED that on the date this Order is signed, title to the portions of roads closed by this Order contiguous to the property owned by Cordell Family, LP, Cecil E. Anderson, Sherry Darlene Miller and Duane E. Miller, and Johnny R. and Charlyn S. Sciacca, pursuant to Texas Transportation Code §251.058(b) is vested in the owner described below:

Tract 1 – Sherry Darlene Miller and Duane E. Miller
Tract 2 – Johnny R. and Charlyn S. Sciacca
Tract 3 – Cordell Family, LP
Tract 4 – Cecil E. Anderson

IT IS FURTHER ORDERED AND DECREED that a copy of this Order is to be filed in the Official Records of Calhoun County, Texas and a duly filed copy of the Order shall serve as the official instrument of conveyance of the closed portions of the roads, Bayside Beach Unit #2, Calhoun County, Texas from CALHOUN COUNTY to the respective owners of the abutting property as set forth hereinabove, pursuant to Texas Transportation Code §251.058(b).

SIGNED this 17th day of April, 2024.

CALHOUN COUNTY, TEXAS

HONORABLE RICHARD MEYER,
CALHOUN COUNTY JUDGE

ATTESTED TO BY:

ANNA GOODMAN
CALHOUN COUNTY CLERK

By: _____
_____, Deputy Clerk

STATE OF TEXAS §

COUNTY OF CALHOUN §

Miller Streets

Field notes describing a 0.199 acre tract of land comprised of a part of Alamo Street and Thomas Avenue, as platted in Bayside Beach Unit 2, Lots 121-150 in Volume Z, Page 46, Plat Records of Calhoun County, Texas, in the Juan Cano League, Abstract Number 5 in Calhoun County, Texas. Said 0.199 acres being more fully described by metes and bounds as follows:

All bearings, distances, and acreages are grid and are referenced to the State Plane Coordinate System, NAD 83, Texas South Central Zone, U. S. Survey feet. The mapping angle is $+01^{\circ}13'33''$ and the scale factor is 0.999963901. All records cited are recorded in the Calhoun County Deed, Plat, or Official Public Records. A plat and report of even date accompany this description.

BEGINNING at a 'SHINE' capped rod set being the Southwest corner of Lot 7, Block 143, of said Bayside Beach Unit 2, Lots 121-150 having a Texas State Plane coordinate value of N: 13,381,670.97' and E: 2,771,299.40' from which NGS monument 'Indianola 2-1934' bears $N48^{\circ}02'37''W$ 5517.71 feet and a Concrete Monument stamped "NWC Cleaver" bears $S75^{\circ}14'43''W$ 199.70 feet;

THENCE South $23^{\circ}04'15''$ West crossing Alamo Street for a total distance of 25.00 feet to a 'SHINE' capped rod set in the centerline of Alamo Street;

THENCE North $66^{\circ}53'36''$ West along the centerline of Alamo Street for a total distance of 200.00 feet to a 'SHINE' capped rod set at the intersection of Alamo Street and Thomas Avenue;

THENCE North $61^{\circ}40'10''$ East along the centerline of Thomas Avenue for a total distance of 185.44 feet to a point of corner on the projected north line of Block 143;

THENCE South $66^{\circ}53'36''$ East along the said projected north line of Block 143 for a total distance of 32.08 feet to a point for corner at the northwest corner of said Lot 9, Block 143;

THENCE South $61^{\circ}17'07''$ West along the southeast line of Thomas Avenue and the northwest line of Lot 9, Block 143 for a total distance of 152.65 feet to a point for the southwest corner of said Lot 9, Block 143;

THENCE South $66^{\circ}53'36''$ East along the north line of Alamo Street and the south line of Lot 8 and 9, Block 143 at a distance of 146.67 feet to the PLACE AND POINT OF BEGINNING containing 0.199 acres of land.

I do hereby certify that this description is the result of an actual survey, plat, and report made by me on the ground and according to law and that the limits, boundaries, and corners are truly described just as I found or set them. Given under my hand and seal this 31st day of August, 2023.



Joe A. Mattox
Licensed State Land Surveyor
Registered Professional Land Surveyor No. 5535

STATE OF TEXAS §

COUNTY OF CALHOUN §

Sciaccia Streets

Field notes describing a 0.089 acre tract of land comprised of a part of Alamo Street and Thomas Avenue, as platted in Bayside Beach Unit 2, Lots 121-150 in Volume Z, Page 46, Plat Records of Calhoun County, Texas, in the Juan Cano League, Abstract Number 5 in Calhoun County, Texas. Said 0.089 acres being more fully described by metes and bounds as follows:

All bearings, distances, and acreages are grid and are referenced to the State Plane Coordinate System, NAD 83, Texas South Central Zone, U. S. Survey feet. The mapping angle is $+01^{\circ}13'33''$ and the scale factor is 0.999963901. All records cited are recorded in the Calhoun County Dood, Plat, or Official Public Records. A plat and report of even date accompany this description.

BEGINNING at a 'SHINE' capped rod set in the centerline of Alamo Street and Thomas Avenue at the southwest corner of the herein described tract having a Texas State Plane coordinate value of N: 13,381,726.46' and E: 2,771,104.65' from which NGIS monument 'Indianola 2-1934' bears $N47^{\circ}05'46''W$ 5338.26 feet and a Concrete Monument stamped "NWC Cleaver" bears $S07^{\circ}47'54''E$ 4.67 feet;

THENCE North $23^{\circ}04'15''$ East crossing Alamo Street for a total distance of 38.06 feet to a point for the southwest corner of Lot 1, Block 42, being in the northwest line of Thomas Avenue;

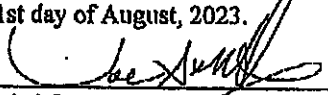
THENCE North $61^{\circ}17'07''$ East along the said northwest line of Thomas Avenue and the southeast line of Lot 1, Block 143 for a distance of 136.04 feet to a point for corner in the projected north line of said Block 142;

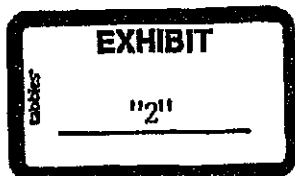
THENCE South $66^{\circ}53'36''$ East along the said projected north line of Block 142 for a distance of 31.53 feet to a point in the centerline of Thomas Avenue and the northeast corner of the herein described tract;

THENCE South $61^{\circ}40'06''$ West along the centerline of Thomas Avenue for a distance of 185.44 feet to the PLACE AND POINT OF BEGINNING containing 0.089 acres of land.

I do hereby certify that this description is the result of an actual survey, plat, and report made by me on the ground and according to law and that the limits, boundaries, and corners are truly described just as I found or set them. Given under my hand and seal this 31st day of August, 2023.




 Joe A. Mattox
 Licensed State Land Surveyor
 Registered Professional Land Surveyor No. 5535



Survey of 0.089 Acres
Being parts of Alamo Street
and Thomas Avenue
in Eadsdale Beach Unit 2 Lots 121-150
Volume 2 Page 46
Mat Records Calhoun County, Texas
In the
Juna Cano Survey, Abstract 5
Calhoun County, Texas

Line Table			
Line #	Direction		Length
L255	N 23° 04'	15° E	38.06'
L256	N 51° 17'	07° E	136.04'
L257	S 55° 53'	36° E	31.53'
L258	S 61° 40'	06° W	185.44'

SEE REPORT, FIELD
NOTE DESCRIPTIONS,
AND OTHER DRAWINGS.



MATAGORDA BAY

2022 Approx. Shoreline
from Aerial Imagery

Paul Lewis
Lots 2 & 11,
Block 137

Cecil & Jean
Anderson
Lots 1 & 12,
Block 137

Cordell Family
Lots 4 & 5,
Block 142
Vol. 213, Pg. 312

Johnny B. Spencer
2022-02-13
Lots 6 & 7 of Lot 7
Block 142

Sherry Dandrea Miller
2020-03-23
17.2' of Lot 7
old all of lot 8,
Block 142 and
Lots 9 & 5
Block 143

Stephen Clark
Lots 6, 7, 10
& 11, Block 145

2022 Approx. Shoreline
from Aerial Imagery

Ocean Drive

Subject Tract
0.089 Acres

SCALE 1" = 66'

SHINE Shine | DCCN | TX-Surv F-100-00500
330 N 4th St, Silsbee, TX 77556
409.385.9383 | ShineandAssociates.com

STATE OF TEXAS §

COUNTY OF CALHOUN §

Cordell Streets

Field notes describing a 0.142 acre tract of land comprised of a part of Alamo Street, Maxwell Street and Thomas Avenue adjoining Lots 2 and 3, Block 142 as platted in Bayside Beach Unit 2, Lots 121-150 in Volume Z, Page 46, Plat Records of Calhoun County, Texas, in the Juan Cano League, Abstract Number 5 in Calhoun County, Texas. Said 0.142 acres being more fully described by metes and bounds as follows:

All bearings, distances, and acreages are grid and are referenced to the State Plane Coordinate System, NAD 83, Texas South Central Zone, U. S. Survey feet. The mapping angle is $+01^{\circ}13'33''$ and the scale factor is 0.999963901. All records cited are recorded in the Calhoun County Deed, Plat, or Official Public Records. A plat and report of even date accompany this description.

BEGINNING at a 'SHINE' capped rod set at the northwest corner of Lot 3 Block 142 Bayside Beach Unit 2, Lots 121-150, and in the east line of Maxwell Street having a Texas State Plane coordinate value of N: 13,381,899.11' and E: 2,771,070.49' from which NGS monument 'Indianola 2-1934' bears $N48^{\circ}13'37''W$ 5195.98 feet and Concrete Monument stamped "NWC Cleaver" bears $S11^{\circ}24'51''E$ 180.85 feet;

THENCE South $23^{\circ}04'15''$ West along the west line of Maxwell Street 120.00 feet to a point for corner at the northeast intersection of Alamo Street and Maxwell Street;

THENCE South $66^{\circ}53'36''$ East along the north line of said Alamo Street 89.72 feet to point for corner at the intersection of the north line of Alamo Street with the northwest line of Thomas Avenue;

THENCE North $61^{\circ}17'07''$ East along the northwest line of Thomas Avenue 16.61 feet to a point for corner in the east line of said Lot 2;

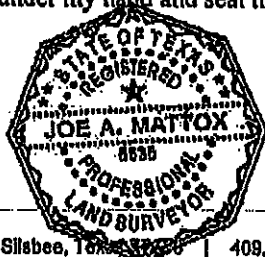
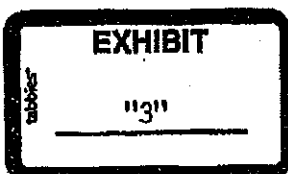
THENCE South $23^{\circ}04'15''$ West across Thomas Avenue and Alamo Street 38.06 feet to a 'SHINE' capped rod set in the centerline of said Alamo Street;

THENCE North $66^{\circ}53'36''$ West with the centerline of Alamo Street 125.00 feet to a 'SHINE' capped rod in the centerline of Maxwell Street;

THENCE North $23^{\circ}04'15''$ East with the centerline of Maxwell Street 145.00 feet to a 'SHINE' capped rod set;

THENCE South $66^{\circ}53'36''$ East across Maxwell Street 25.00 feet to the PLACE AND POINT OF BEGINNING containing 0.142 acres of land.

I do hereby certify that this description is the result of an actual survey, plat, and report made by me on the ground and according to law and that the limits, boundaries, and corners are truly described just as I found or set them. Given under my hand and seal this 31st day of August, 2023.



Joe A. Mattox
 Licensed State Land Surveyor
 Registered Professional Land Surveyor No. 5535

**Juan Cans Survey
Abstract 5
Calhoun County, Texas**

Line #	Direction	Length
L214	S 23° 04' 15" W	120.00'
L215	S 55° 53' 35" E	58.72'
L216	N 65° 17' 07" E	16.51'
L217	S 23° 04' 15" W	38.08'
L218	N 65° 53' 35" W	123.00'
L219	N 23° 04' 15" E	145.00'
L220	S 65° 53' 16" E	29.00'

EDS. EAY Stephen Clark
Lots 6, 7, 10
& 11, Block 143

SEE REPCRT. FIELD
NOTE DESCRIPTIONS.
AND OTHER DRAWINGS.

MA TAGC RDA EAY

LSI 3002
11 2 27
qms7 mde

Cock & Jonn
Anderson
Lots 1 & 12,
Block 157

Cordell Family
Lots 4 & 5,
Block 142
Vol 27X, Pg. 312

2022-02153
 2022-02153

Sherry Dabrows Miller
2021-03793
17A, of 1st 3

SCENI DRIVE AS PLATTED

4

7-13-81

1027

...

Control Class

2275

8:27
17:17

^

(5)

3

1

Journal of Management Inquiry

SHINE
Shine / DCCM / TxSurv F-100 40800
330 N 4th St Sibley, TX 77655
409.385.9383 / ShineandAssociates.co

DELL
800.444.4444
330 N. 4th St. Suite, TX 77655
409.385.9383 | ShineendAssosiates.com

SHINE DEED

STATE OF TEXAS §

COUNTY OF CALHOUN §

Anderson Street

Field notes describing a 0.203 acre tract of land being a portion of Alamo Street and Maxwell Street as platted in Bayside Beach Unit 2, in Volume Z, Page 46, Plat Records of Calhoun County, Texas, through the occupied location of Lot 1 and Lot 12, Block 137 per surveys by Dennis Ellis circa 1989 in the Juan Cano League, Abstract Number 5 in Calhoun County, Texas. Said 0.203 acres being more fully described by metes and bounds as follows:

All bearings, distances, and acreages are grid and are referenced to the State Plane Coordinate System, NAD 83, Texas South Central Zone, U. S. Survey feet. The mapping angle is $+01^{\circ}13'33''$ and the scale factor is 0.999963901. All records cited are recorded in the Calhoun County Deed, Plat or Official Public Records. A plat and report of even date accompany this description.

COMMENCING at a 'SHINE' capped rod set at the northwest corner of Lot 3, Block 142 Bayside Beach Unit 2, Lots 121-150, and in the east line of Maxwell Street having a Texas State Plane coordinate value of N: 13,381,899.11' and E: 2,771,070.49' from which NGS monument 'Indianola 2-1934' bears $N48^{\circ}13'37''W$ 5195.98 feet and Concrete Monument stamped "NWC Cleaver" bears $S11^{\circ}24'51''E$ 180.85 feet;

THENCE North $66^{\circ}53'16''$ West across Maxwell Street a distance of 25.00 feet to a 'SHINE' rod set in the centerline of said Maxwell Street and being the PLACE OF BEGINNING of the herein described tract, having a Texas State Plane coordinate value of N: 13,381,908.92' and E: 2,771,047.50';

THENCE South $23^{\circ}04'15''$ West with the centerline of Maxwell Street 254.99 feet to a 1/2" iron rod set with cap 'SHINE' at the southerly southeast corner of the herein described tract;

THENCE North $66^{\circ}55'45''$ West across Maxwell Street 25.00 feet to a 'SHINE' capped rod set at the southeast corner of the occupied portion of Lot 1, Block 137, based on survey work performed by Dennis Ellis, circa 1989;

THENCE North $23^{\circ}04'15''$ East along the west line of Maxwell Street for a distance of 85.01 feet to a 'SHINE' capped rod set at the southwest intersection of Alamo Street and Maxwell Street;

THENCE North $66^{\circ}53'35''$ West along the south line of Alamo Street for a distance of 49.73 feet to a 'SHINE' capped rod set in the said occupied west line of said Lot 1, Block 137;

THENCE North $23^{\circ}02'52''$ East along the said occupied west line of Lot 1, Block 137, at 19.46 feet pass a 2" iron pipe pointed out by Mr. Anderson to be on said line, and continuing along the occupied west line of Lot 12, Block 137 for a total distance of 50.00 feet to a 'SHINE' capped rod set in the north line of Alamo Street;

THENCE South $66^{\circ}53'35''$ East along the north line of Alamo Street for a distance of 49.75 feet to a 'SHINE' capped rod set at the northwest intersection of Alamo Street and Maxwell Street;

THENCE North $23^{\circ}04'15''$ East along the west line of Maxwell Street for a distance of 120.00 feet to a 'SHINE' capped rod set for the most northerly northwest corner of the herein described tract;

EXHIBIT

"4"

THENCE South 66°53'16" East across said Maxwell Street for a distance of 25.00 feet to the PLACE AND POINT OF BEGINNING containing 0.203 acres of land.

I do hereby certify that this description is the result of an actual survey, plat and report made by me on the ground and according to law, and that the limits, boundaries and corners are truly described just as I found or set them. Given under my hand and seal this 31st day of August, 2023.



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

Joe A. Mattox
Licensed State Land Surveyor
Registered Professional Land Surveyor No. 5535

Survey of 0.2013 Acres
 Being Parts of Alamo Street and Maxwell Street
 within the occupied position of Lot 1 and Lot 12, Block 137
 per survey by Dennis Ellis circa 1989
 in Bayville Beach Unit 2 Lots 121-150, Volume 2 Page 46
 2nd Decade Calhoun County, Texas
 in the Juan Chao Survey, Abstract 5, Calhoun County, Texas

Line #	Direction	Length
L202	S 23° 04' 15" W	254.99'
L203	N 66° 55' 45" W	25.00'
L204	N 23° 04' 15" E	85.01'
L205	N 66° 53' 35" W	49.73'
L206	N 23° 02' 52" E	50.00'
L207	S 65° 53' 35" E	49.75'
L208	N 23° 04' 15" E	120.30'
L209	S 65° 53' 16" E	25.00'

MATAGORDA BAY
 Stephen Clark
 Lots 5, 6, 10
 & 11, Block 143

SEE REPORT, FIELD
 AND SURVEYING
 AND ADJUTANT
 AND ADJUTANT



MATAGORDA BAY

2nd Lewis
 Lots 2 & 11,
 Block 137

Cordell Family
 Lots 4 & 5,
 Block 142
 Vol. 213, Pg. 312

Sherry Dordene Miller
 2022-07-15
 1/2 of Lot 7
 Block 142

OCEAN DRIVE AS PLATTED

OCEAN DRIVE

2022 Approx. Shoreline
 from Aerial Imagery

2022 Approx. Shoreline
 from Aerial Imagery

2022 Approx. Shoreline
 from Aerial Imagery

2022 Approx. Shoreline
 from Aerial Imagery

2022 Approx. Shoreline
 from Aerial Imagery

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2022 Approx. Shoreline
 from Aerial Imagery

2022 Approx. Shoreline
 from Aerial Imagery

SHINE | DCCM | TxDOT F-100-0800
 330 N 4th St, Suite 1700, TX 77656
 409.365.5383 | shineanddccm.com

SCALE: 1" = 50'

**VACATE AND ABANDON A PORTION OF PUBLIC ROAD
IN BAYSIDE BEACH #1, CALHOUN COUNTY, TEXAS**

A Motion was made by Commissioner _____ and seconded by Commissioner _____ to Vacate and Abandon a portion of a public road in Bayside Beach Unit #1, Calhoun County, Texas as shown on the following Order with exhibits attached.

Commissioners _____
_____ voted in favor of the motion.

**ORDER DECLARING CLOSURE OF A PORTION OF PUBLIC ROAD
IN BAYSIDE BEACH UNIT #1, CALHOUN COUNTY, TEXAS**

WHEREAS, on the 17th day of April, 2024, the Commissioner's Court of Calhoun County, Texas considered the request of the Thomas W. and Caron G. Hunt, being the owners of Lot 30 and part of 29, Block 34 in Bayside Beach Unit #1, Calhoun County, Texas, to abandon and vacate the following portion of a public road in Bayside Beach Unit #1, Calhoun County, Texas more fully hereinafter described below and as further shown on Exhibit "A" which are attached to this order and incorporated by reference:

BEING a 0.057 acre tract of land situated in the Juan Cano Survey, Abstract No. 5, Calhoun County, Texas, and being a portion of Alamo Street adjacent to Lots 29 and 30, Block 34 of Bayside Beach Unit No. 1 according to plat recorded in Volume Z, Page 26 of the Plat Records of Calhoun County, Texas, said 0.057 acre tract of land being more fully described by metes and bounds in the attached Exhibit "A".

WHEREAS, Texas Transportation Code §251.051 vest in the Commissioner's Court the authority to abandon and vacate a portion of the road; and

WHEREAS, the Commissioners have not previously classified the subject road as either a first class or second class road; and

WHEREAS, the Commissioner's actions to abandon or vacate the road have not been enjoined or sought to be enjoined by any party; and

WHEREAS, proper notice of the petition to abandon and vacate the road has been posted at the Courthouse door of Calhoun County, Texas and at other places in the vicinity of the affected route, being at Sunray Magnolia Store and on the property at the portion of the road to be abandoned and vacated, for at least twenty (20) days before the date the application was made to the Court; and

WHEREAS, the Commissioners have considered the request to abandon and vacate the portion of the road described below and further on the attached Exhibit "A":

BEING a 0.057 acre tract of land situated in the Juan Cano Survey, Abstract No. 5, Calhoun County, Texas, and being a portion of Alamo Street adjacent to Lots 29 and 30, Block 34 of Bayside Beach Unit No. 1 according to plat recorded in Volume Z, Page 26 of the Plat Records of Calhoun County, Texas, said 0.057 acre tract of land being more fully described by metes and bounds in the attached Exhibit "A".

WHEREAS, all requirements of Texas Transportation Code §251.051 and §251.052 have been complied with in declaring said roads to be abandoned and vacated.

NOW, THEREFORE, ON MOTION DULY MADE BY Commissioner _____ and SECONDED by Commissioner _____, and upon said Motion having been unanimously approved by the Commissioner's Court in a properly posted public meeting;

IT IS ORDERED AND DECREED, that Calhoun County does hereby CLOSE, ABANDON and VACATE that portion of road described below and further on the attached Exhibit "A":

BEING a 0.057 acre tract of land situated in the Juan Cano Survey, Abstract No. 5, Calhoun County, Texas, and being a portion of Alamo Street adjacent to Lots 29 and 30, Block 34 of Bayside Beach Unit No. 1 according to plat recorded in Volume Z, Page 26 of the Plat Records of Calhoun County, Texas, said 0.057 acre tract of land being more fully described by metes and bounds in the attached Exhibit "A".

IT IS FURTHER ORDERED AND DECREED that on the date this Order is signed, title to the portion of road closed by this Order is vested in Thomas W. and Caron G. Hunt, pursuant to Texas Transportation Code §251.058(b).

IT IS FURTHER ORDERED AND DECREED that a copy of this Order is to be filed in the Official Records of Calhoun County, Texas and a duly filed copy of the Order shall serve as the official instrument of conveyance of the closed portion of the road, Bayside Beach Unit #1, Calhoun County, Texas from CALHOUN COUNTY to Thomas W. and Caron G. Hunt, pursuant to Texas Transportation Code §251.058(b).

SIGNED this 17th day of April, 2024.

CALHOUN COUNTY, TEXAS

HONORABLE RICHARD MEYER,
CALHOUN COUNTY JUDGE

ATTESTED TO BY:

ANNA GOODMAN
CALHOUN COUNTY CLERK

By: _____,
_____, Deputy Clerk

0.057 ACRES

THE STATE OF TEXAS}
THE COUNTY OF CALHOUN}

BEING a 0.057 acre tract of land situated in the Juan Cano Survey, Abstract No. 5, Calhoun County, Texas, and being a portion of Alamo Street adjacent to Lots 29 and 30, Block 34 of Bayside Beach Unit No. 1 according to plat recorded in Volume Z, Page 26 of the Plat Records of Calhoun County, Texas, said 0.057 acre tract of land being more fully described by metes and bounds as follows:

BEGINNING at a found 5/8" steel rebar along the northeast line of Alamo Street (50-foot right-of-way) and the southwest line of said Lot 29, Block 34 marking the west corner of a called 0.21 acre tract of land described by Instrument to Thomas Hunt and Caron Hunt as recorded in Instrument No. 2020-00845 of the Official Public Records, Calhoun County, Texas for the north corner of the herein described tract from which a found 5/8" steel rebar with yellow plastic cap stamped "URBAN SURVEYING, INC." bears North 48°23'29" West a distance of 175.00 feet;

THENCE, South 48°23'29" East (South 48°23'29" East), with the northeast right-of-way of said Alamo Street and the southwest line of said Block 34 and said 0.21 acre tract a distance of 100.00 (100.00) feet to a found 5/8" steel rebar with yellow plastic cap stamped "URBAN SURVEYING, INC." marking the south corner of a called 0.14 acre tract of land described in Instrument to Thomas Hunt, et al as recorded in Instrument No. 202001691 of the Official Public Records, Calhoun County, Texas for the east corner of the herein described tract;

THENCE, South 41°36'18" West, into the said Alamo Street, a distance of 25.00 feet to a set 5/8" steel rebar with yellow plastic cap stamped "URBAN SURVEYING, INC." along the centerline of said Alamo Street for the south corner of the herein described tract;

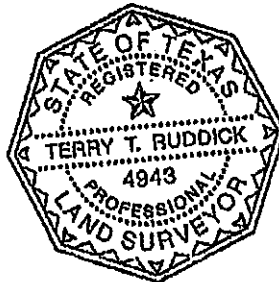
THENCE, North 48°23'29" West, with the centerline of said Alamo Street, a distance of 100.01 feet to a set 5/8" steel rebar with yellow plastic cap stamped "URBAN SURVEYING, INC." for the west corner of the herein described tract;

THENCE, North 41°36'35" East, over and across said Alamo Street, a distance of 25.00 feet to the POINT OF BEGINNING, CONTAINING within these metes and bounds a 0.057 acre tract of land, more or less.

Basis of Bearing is based on the Texas State Plane Coordinate System (NAD 83), South Central Zone (4204).

The foregoing legal description and accompanying survey plat were prepared from an actual survey made on the ground under my supervision in January, 2024 and are true and correct to the best of my knowledge and belief.

Terry T. Ruddick
Urban Surveying, Inc.
By: Terry T. Ruddick 1/16/24
Registered Professional Land Surveyor
Texas No. 4943

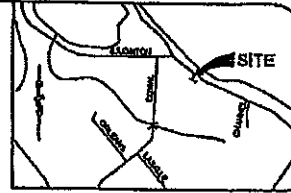


S23160.02



EXHIBIT

BEING A 0.057 ACRE TRACT OF LAND SITUATED IN THE JUAN CANO SURVEY, ABSTRACT NO. 6, CALHOUN COUNTY, TEXAS, AND BEING A PORTION OF ALAMO STREET ADJACENT TO LOTS 29 AND 30, BLOCK 34 OF BAYSIDE BEACH UNIT NO. 1 ACCORDING TO PLAT RECORDED IN VOLUME 2, PAGE 20 OF THE PLAT RECORDS OF CALHOUN COUNTY, TEXAS.



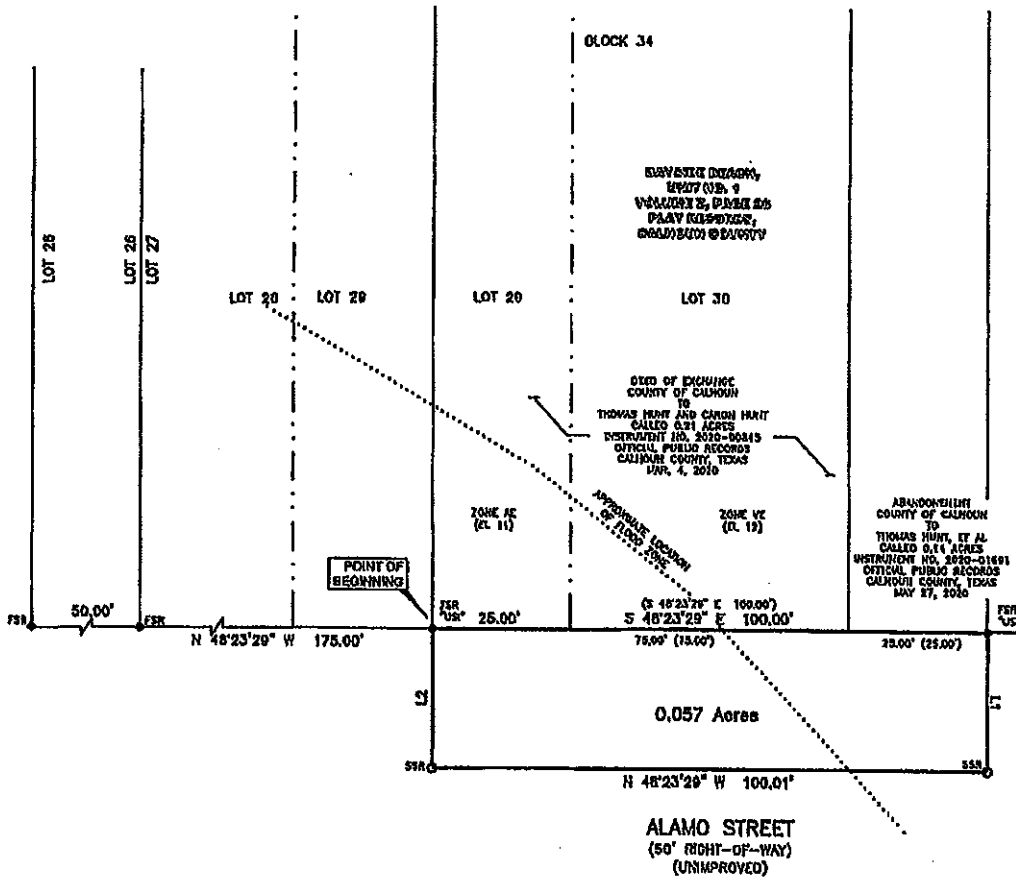
VICINITY MAP



LEGEND

These standard symbols will be found in the drawing.

- SSR ○ SET 1/4" STEEL REBAR WITH "USP" CAP
- FSR ● FOUND 1/4" STEEL REBAR
- (If 00'00"00" ± 0.00') RECORD BEARING & DISTANCE



BLOCK 34 LOT 9

J. W. DORELUS, ET AL TO COUNTY OF CALHOUN, STATE OF TEXAS VOLUME 232, PAGE 316 9240 RECORDS CALHOUN COUNTY, TEXAS FEB. 14, 1967

LINE	BEARING	DISTANCE
11	S 81°21'13" W	15.00'
12	N 41°23'13" E	25.00'

THE ABOVE PLAT AND ACCOMPANYING LEGAL DESCRIPTION WERE PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION IN JANUARY, 2024 AND ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

ACCORDING TO THE FLOOD INSURANCE RATE MAP (FIRM) FOR CALHOUN COUNTY, TEXAS, COMMUNITY PANEL NUMBER 48057C 0226E, MAP REVISED OCTOBER 19, 2014, THE SUBJECT PROPERTY IS PARTIALLY LOCATED IN ZONE WHICH ARE (EL. 11) WHICH IS A SPECIAL FLOOD HAZARD AREA, BASE FLOOD ELEVATION DETERMINED AND PARTIALLY LOCATED IN ZONE VE (EL. 12) WHICH IS A SPECIAL FLOOD HAZARD AREA FOR COASTAL FLOOD ZONE WITH HAZARD (WAVE ACTION); BASE FLOOD ELEVATION DETERMINED.

NOTE: THE PROPERTY DESCRIBED HEREON MAY OR MAY NOT BE IN COMPLIANCE WITH CITY, COUNTY OR STATE SUBDIVISION ORDINANCES.

THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. THERE MAY BE EASEMENTS, OR OTHER MATTERS, NOT SHOWN.

BASIS OF BEARING IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM (NAD 83), SOUTH CENTRAL ZONE (1201).

URBAN SURVEYING, INC.
BY: TERRY T. RUDDICK
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS NO. 4943



usi
URBAN SURVEYING, INC.
WOTODIA, TEXAS (817) 824-1197 FAX (817) 824-1199
CUIERO, TEXAS (817) 277-4081 FAX (817) 277-4081
SAN ANTONIO, TEXAS (817) 217-4151 FAX (817) 217-4151

DRAWN BY: MM18
JOB NO.: 523160.02

1/16/24

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DEED OF EXCHANGE

DATE: April 17, 2024

FIRST PARTY: County of Calhoun

FIRST PARTY'S ADDRESS: 211 S. Ann, Port Lavaca, Calhoun County, TX 77979

SECOND PARTY: Johnny R. Sciacca and Charlyn S. Sciacca

SECOND PARTY'S ADDRESS: 206 Magdalena Drive, Victoria, Texas 77904

FIRST CONVEYANCE:

CONSIDERATION: For and in consideration of the exchange for that certain tract of land described in Second Conveyance below.

PROPERTY:

Tract I: Lot One (1), Block One Hundred Forty Two (142), Bayside Beach Unit 2, according to plat of said subdivision recorded in Volume Z, Page 40, and amended in Volume Z, Page 124, Plat Records of Calhoun County, Texas, together with all improvements situated thereon.

Tract II: Field notes describing a 0.089 acre tract of land comprised of a part of Alamo Street and Thomas Avenue, as platted in Bayside Beach Unit 2, Lots 121-150 in Volume Z, Page 46, Plat Records of Calhoun County, Texas, in the Juan Cano League, Abstract Number 5 in Calhoun County, Texas. Said 0.089 acres being more fully described by metes and bounds in attached Exhibit "2" hereto, also being described as Exhibit "2" in Order Declaring Closure.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

- (1) Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; all rights, obligations, and other matters

emanating from and existing by reason of the creation, establishment, maintenance, and operation of the Calhoun County County-Wide Drainage District.

- (2) Taxes for 2024, the payment of which Second Party assumes; and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Second Party assumes.

First Party, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, **grants, sells and conveys** to Second Party the property, together with all and singular the rights and appurtenances thereto in any wise belonging, **to have and hold** it to Second Party, Second Party's heirs, executors, administrators, successors, or assigns forever. First Party hereby binds First Party and First Party's successors and assigns to **warrant and forever defend** all and singular the property to Second Party and Second Party's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty.

SECOND CONVEYANCE:

CONSIDERATION: For and in consideration of the exchange for that certain tract of land described in First Conveyance above.

PROPERTY: Lots Six (6) and Seven (7), Block One Hundred Forty Two (142), Bayside Beach Unit 2, according to plat of said subdivision recorded in Volume Z, Page 40, and amended in Volume Z, Page 124, Plat Records of Calhoun County, Texas, together with all improvements situated thereon, **SAVE AND EXCEPT HOWEVER**, that portion of Lot Seven (7), Block One Hundred Forty Two (142) conveyed in a deed dated February 1, 1962, from R.C. Cleaver and wife, Annie Ballon Cleaver to Gorman W. Walton, recorded in Volume 182, Page 762, Deed Records of Calhoun County, Texas.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

- (1) Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; all rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and

operation of the Calhoun County County-Wide Drainage District.

- (2) Taxes for 2024, the payment of which First Party assumes; and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which First Party assumes.

Second Party, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, **grants, sells and conveys** to First Party the property, together with all and singular the rights and appurtenances thereto in any wise belonging, **to have and hold it** to First Party, First Party's successors and assigns forever. Second Party hereby binds Second Party and Second Party's heirs, executors, administrators, and successors **to warrant and forever defend** all and singular the property to First Party and First Party's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty.

It is expressly agreed that any liens that would arise in favor of either party by operation of law, by reason of the exchange of property, shall not exist in favor of either party against the other, and any and all implied liens so arising are expressly waived and released by the parties hereto.

When the context requires, singular nouns and pronouns include the plural.

This Deed was prepared with information provided by the parties. Roberts, Odefey, Witte & Wall, LLP, Attorneys at Law, did not perform any title research. Our preparation of these documents did not include research as to ownership of the property, encroachments, taxes, judgments or other liens, or access to the property. This law firm has undertaken no duty with respect to the quality or quantity of the title or other interest. This law firm will not act as the reporting agent for IRS 1099 S reporting requirements.

FIRST PARTY:

SECOND PARTY:

County of Calhoun

By: Richard Meyer, County Judge

Johnny R. Sciacca

Charlyn S. Sciacca

THE STATE OF TEXAS §

COUNTY OF CALHOUN §

CERTIFICATE OF ACKNOWLEDGMENT

Before me, the undersigned Notary Public, on this day personally appeared Richard Meyer, County Judge, who is personally known to me (or proved to me on the oath of _____ or through _____) to be the person whose name is subscribed to the foregoing instrument, and who has acknowledged to me that he executed the instrument for the purposes and considerations expressed.

Given under my hand and seal of office on the ____ day of _____, 2024.

Notary Public in and for The State of Texas

THE STATE OF TEXAS §

COUNTY OF CALHOUN §

CERTIFICATE OF ACKNOWLEDGMENT

Before me, the undersigned Notary Public, on this day personally appeared Johnny R. Sciacca and Charlyn S. Sciacca, who is personally known to me (or proved to me on the oath of _____ or through _____) to be the person whose name is subscribed to the foregoing instrument, and who has acknowledged to me that he/she executed the instrument for the purposes and considerations expressed.

Given under my hand and seal of office on the ____ day of _____, 2024.

Notary Public in and for The State of Texas

AFTER RECORDING, RETURN TO:

Roberts, Odefey, Witte & Wall, LLP

P.O. Box 9

Port Lavaca, Texas 77979

STATE OF TEXAS §

COUNTY OF CALHOUN §

Sciacca Streets

Field notes describing a 0.089 acre tract of land comprised of a part of Alamo Street and Thomas Avenue, as platted in Bayside Beach Unit 2, Lots 121-150 in Volume Z, Page 46, Plat Records of Calhoun County, Texas, in the Juan Cano League, Abstract Number 5 in Calhoun County, Texas. Said 0.089 acres being more fully described by metes and bounds as follows:

All bearings, distances, and acreages are grid and are referenced to the State Plane Coordinate System, NAD 83, Texas South Central Zone, U. S. Survey feet. The mapping angle is $+01^{\circ}13'33''$ and the scale factor is 0.999963901. All records cited are recorded in the Calhoun County Deed, Plat, or Official Public Records. A plat and report of even date accompany this description.

BEGINNING at a 'SHINE' capped rod set in the centerline of Alamo Street and Thomas Avenue at the southwest corner of the herein described tract having a Texas State Plane coordinate value of N: 13,381,726.46' and E: 2,771,104.65' from which NGS monument 'Indianola 2-1934' bears $N47^{\circ}05'46''W$ 5338.26 feet and a Concrete Monument stamped "NWC Cleaver" bears $S07^{\circ}47'54''E$ 4.67 feet;

THENCE North $23^{\circ}04'15''$ East crossing Alamo Street for a total distance of 38.06 feet to a point for the southwest corner of Lot 1, Block 42, being in the northwest line of Thomas Avenue;

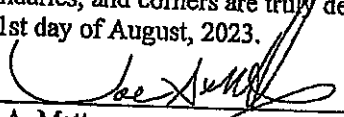
THENCE North $61^{\circ}17'07''$ East along the said northwest line of Thomas Avenue and the southeast line of Lot 1, Block 143 for a distance of 136.04 feet to a point for corner in the projected north line of said Block 142;

THENCE South $66^{\circ}53'36''$ East along the said projected north line of Block 142 for a distance of 31.53 feet to a point in the centerline of Thomas Avenue and the northeast corner of the herein described tract;

THENCE South $61^{\circ}40'06''$ West along the centerline of Thomas Avenue for a distance of 185.44 feet to the PLACE AND POINT OF BEGINNING containing 0.089 acres of land.

I do hereby certify that this description is the result of an actual survey, plat, and report made by me on the ground and according to law and that the limits, boundaries, and corners are truly described just as I found or set them. Given under my hand and seal this 31st day of August, 2023.



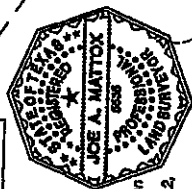

Joe A. Mattox
Licensed State Land Surveyor
Registered Professional Land Surveyor No. 5535

EXHIBIT**"2"**

Survey of 0.089 Acres
Being parts of Alamo Street
and Thomas Avenue
in Bayside Beach Unit 2 Lots 121-150
Volume 2 Page 46
Plat Records Calhoun County, Texas
in the
Juan Cano Survey, Abstract 5
Calhoun County, Texas

Line #	Direction	Length
L255	N 23° 04' 15" E	38.08'
L256	N 61° 17' 07" E	136.04'
L257	S 66° 53' 36" E	31.53'
L258	S 61° 40' 06" W	185.44'

SEE REPORT, FIELD
NOTE DESCRIPTIONS
AND OTHER DRAWINGS



MATAGORDA BAY

Paul Lewis
Lots 2 & 11,
Block 137

Cecil & Jean
Anderson
Lots 1 & 12,
Block 137

Cordell Family
Block 142
Vol. 213, Pg. 312

Johnny R. Seaneon
2022-02163
Lot 6 & Pt of Lot 7
Block 142

Sherry Darlene Miller
2021-03793
17.8' of Lot 7
and all of lot 8,
Block 142 and
Lots 8 & 9
Block 143

MATAGORDA BAY
Stephen Clark
Lots 5, 7, 10
& 11, Block 143

2022 Approx. Shoreline
from Aerial Imagery

2022 Approx. Shoreline
from Aerial Imagery

2022 Approx. Shoreline
from Aerial Imagery

FOUND OLD
1" PIPE
LEAVING

FOUND
1 1/2" PIPE

FOUND
1 1/2" PIPE

FOUND
1 1/2" PIPE

FOUND
1 1/2" PIPE

FOUND
1 1/2" PIPE

FOUND
1 1/2" PIPE

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1 1/2" PIPE

FOUND
1 1/2" PIPE

FOUND
1 1/2" PIPE

2022-0466
Thomas & Jean
Cotton 0.27 Acres
Pt of Lot 29 & Lot 30
Bayside Beach Unit 2
Exchanged with Calhoun Co for Lots
2-4, Block 34

2018-10027 portion
of Lot 1 & 12
of Block 137
for 0.27 Acres
Bayside Beach
Unit 2

URBAN
CAPPED ROD

URBAN
CAPPED ROD

URBAN
CAPPED ROD

URBAN
CAPPED ROD

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URBAN
CAPPED ROD

URBAN
CAPPED ROD

SCALE: 1" = 60'

SHINE Shine | DCCM | Txsurv F-10040800
330 N 4th St, Suisun, TX 77658
DCCM 408.385.9393 | ShineandAssociates.com

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DEED OF EXCHANGE

DATE: April 17, 2024

FIRST PARTY: County of Calhoun

FIRST PARTY'S ADDRESS: 211 S. Ann, Port Lavaca, Calhoun County, TX 77979

SECOND PARTY: Cordell Family Limited Partnership

SECOND PARTY'S ADDRESS: 2802 Forest View, Richmond, Texas 77406

FIRST CONVEYANCE:

CONSIDERATION: For and in consideration of the exchange for that certain tract of land described in Second Conveyance below.

PROPERTY:

Tract I: Lots Two (2) and Three (3), Block One Hundred Forty Two (142), Bayside Beach Unit 2, according to plat of said subdivision recorded in Volume Z, Page 40, and amended in Volume Z, Page 124, Plat Records of Calhoun County, Texas, together with all improvements situated thereon.

Tract II: Field notes describing a 0.142 acre tract of land comprised of a part of Alamo Street, Maxwell Street and Thomas Avenue adjoining Lots 2 and 3, Block 142 as platted in Bayside Beach Unit 2, Lots 121-150 in Volume Z, Page 46, Plat Records of Calhoun County, Texas, in the Juan Cano League, Abstract Number 5 in Calhoun County, Texas. Said 0.142 acres being more fully described by metes and bounds in attached Exhibit "3" hereto, also being described as Exhibit "3" in Order Declaring Closure.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

- (1) Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any

encroachments or overlapping of improvements; all rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of the Calhoun County County-Wide Drainage District.

- (2) Taxes for 2024, the payment of which Second Party assumes; and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Second Party assumes.

First Party, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, **grants, sells and conveys** to Second Party the property, together with all and singular the rights and appurtenances thereto in any wise belonging, **to have and hold it to** Second Party, Second Party's heirs, executors, administrators, successors, or assigns forever. First Party hereby binds First Party and First Party's successors and assigns to **warrant and forever defend** all and singular the property to Second Party and Second Party's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty.

SECOND CONVEYANCE:

CONSIDERATION: For and in consideration of the exchange for that certain tract of land described in First Conveyance above.

PROPERTY: Lots Four (4) and Five (5), Block One Hundred Forty Two (142), Bayside Beach Unit 2, according to plat of said subdivision recorded in Volume Z, Page 40, and amended in Volume Z, Page 124, Plat Records of Calhoun County, Texas, together with all improvements situated thereon.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

- (1) Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; all rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of the Calhoun County County-Wide Drainage District.

(2) Taxes for 2024, the payment of which First Party assumes; and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which First Party assumes.

Second Party, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, **grants, sells and conveys** to First Party the property, together with all and singular the rights and appurtenances thereto in any wise belonging, **to have and hold** it to First Party, First Party's successors and assigns forever. Second Party hereby binds Second Party and Second Party's heirs, executors, administrators, and successors to **warrant and forever defend** all and singular the property to First Party and First Party's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty.

It is expressly agreed that any liens that would arise in favor of either party by operation of law, by reason of the exchange of property, shall not exist in favor of either party against the other, and any and all implied liens so arising are expressly waived and released by the parties hereto.

When the context requires, singular nouns and pronouns include the plural.

This Deed was prepared with information provided by the parties. Roberts, Odefey, Witte & Wall, LLP, Attorneys at Law, did not perform any title research. Our preparation of these documents did not include research as to ownership of the property, encroachments, taxes, judgments or other liens, or access to the property. This law firm has undertaken no duty with respect to the quality or quantity of the title or other interest. This law firm will not act as the reporting agent for IRS 1099 S reporting requirements.

FIRST PARTY:

County of Calhoun

By: Richard Meyer, County Judge

SECOND PARTY:

Cordell Family Limited Partnership,
By: Cordell Interests GP, LLC

By: William E. Cordell, its Authorized Member

THE STATE OF TEXAS §

COUNTY OF CALHOUN §

CERTIFICATE OF ACKNOWLEDGMENT

Before me, the undersigned Notary Public, on this day personally appeared Richard Meyer, County Judge, who is personally known to me (or proved to me on the oath of _____ or through _____) to be the person whose name is subscribed to the foregoing instrument, and who has acknowledged to me that he executed the instrument for the purposes and considerations expressed.

Given under my hand and seal of office on the ____ day of _____, 2024.

Notary Public in and for The State of Texas

THE STATE OF TEXAS §

COUNTY OF CALHOUN §

CERTIFICATE OF ACKNOWLEDGMENT

Before me, the undersigned Notary Public, on this day personally appeared Cordell Family Limited Partnership, by Cordell Interests GP, LLC, by William E. Cordell, its authorized member, who is personally known to me (or proved to me on the oath of _____ or through _____) to be the person whose name is subscribed to the foregoing instrument, and who has acknowledged to me that he executed the instrument for the purposes and considerations expressed.

Given under my hand and seal of office on the ____ day of _____, 2024.

Notary Public in and for The State of Texas

AFTER RECORDING, RETURN TO:

Roberts, Odefey, Witte & Wall, LLP
P.O. Box 9
Port Lavaca, Texas 77979

STATE OF TEXAS §

COUNTY OF CALHOUN §

Cordell Streets

Field notes describing a 0.142 acre tract of land comprised of a part of Alamo Street, Maxwell Street and Thomas Avenue adjoining Lots 2 and 3, Block 142 as platted in Bayside Beach Unit 2, Lots 121-150 in Volume Z, Page 46, Plat Records of Calhoun County, Texas, in the Juan Cano League, Abstract Number 5 in Calhoun County, Texas. Said 0.142 acres being more fully described by metes and bounds as follows:

All bearings, distances, and acreages are grid and are referenced to the State Plane Coordinate System, NAD 83, Texas South Central Zone, U. S. Survey feet. The mapping angle is $+01^{\circ}13'33''$ and the scale factor is 0.999963901. All records cited are recorded in the Calhoun County Deed, Plat, or Official Public Records. A plat and report of even date accompany this description.

BEGINNING at a 'SHINE' capped rod set at the northwest corner of Lot 3 Block 142 Bayside Beach Unit 2, Lots 121-150, and in the east line of Maxwell Street having a Texas State Plane coordinate value of N: 13,381,899.11' and E: 2,771,070.49' from which NGS monument 'Indianola 2-1934' bears $N48^{\circ}13'37''W$ 5195.98 feet and Concrete Monument stamped "NWC Cleaver" bears $S11^{\circ}24'51''E$ 180.85 feet;

THENCE South $23^{\circ}04'15''$ West along the west line of Maxwell Street 120.00 feet to a point for corner at the northeast intersection of Alamo Street and Maxwell Street;

THENCE South $66^{\circ}53'36''$ East along the north line of said Alamo Street 89.72 feet to point for corner at the intersection of the north line of Alamo Street with the northwest line of Thomas Avenue;

THENCE North $61^{\circ}17'07''$ East along the northwest line of Thomas Avenue 16.61 feet to a point for corner in the east line of said Lot 2;

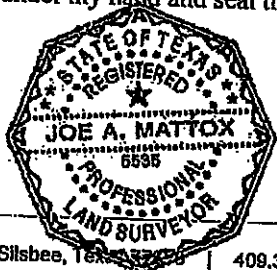
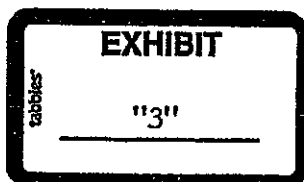
THENCE South $23^{\circ}04'15''$ West across Thomas Avenue and Alamo Street 38.06 feet to a 'SHINE' capped rod set in the centerline of said Alamo Street;

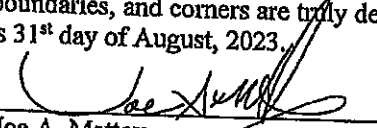
THENCE North $66^{\circ}53'36''$ West with the centerline of Alamo Street 125.00 feet to a 'SHINE' capped rod in the centerline of Maxwell Street;

THENCE North $23^{\circ}04'15''$ East with the centerline of Maxwell Street 145.00 feet to a 'SHINE' capped rod set;

THENCE South $66^{\circ}53'36''$ East across Maxwell Street 25.00 feet to the PLACE AND POINT OF BEGINNING containing 0.142 acres of land.

I do hereby certify that this description is the result of an actual survey, plat, and report made by me on the ground and according to law and that the limits, boundaries, and corners are truly described just as I found or set them. Given under my hand and seal this 31st day of August, 2023.




Joe A. Mattox
Licensed State Land Surveyor
Registered Professional Land Surveyor No. 5535

Survey of 0.142 Acres
Being parts of Maxwell Street, Alamo Street and Thomas Avenue
Adjoining Lots 2 and 3, Block 142
in Bayside Beach Unit 2, Block 142
Volume 2, Page 48
Plat Records Calhoun County, Texas
In the
Juan Cano Survey
Abstract 5
Calhoun County, Texas

Line #	Direction	Length
L214	S 23° 04' 15" W	120.00'
L215	S 65° 53' 36" E	89.72'
L216	N 61° 17' 07" E	16.61'
L217	S 23° 04' 15" W	38.06'
L218	N 65° 53' 36" E	123.00'
L219	N 23° 04' 15" E	145.00'
L220	S 65° 53' 16" E	25.00'

MATAGORDA BAY
Stephen Clark
Lots 6, 7, 10
& 11, Block 143

SEE REPORT, FIELD
NOTE DESCRIPTIONS,
AND OTHER DRAWINGS.



2022 Approx. Shoreline
from Aerial Imagery
MATAGORDA BAY
Paul Lewis
Lots 2 & 11,
Block 137
Cecil & Jean
Anderson
Lots 1 & 12,
Block 137

Cordell Family
Lots 4 & 5,
Block 142
Vol. 213, Pg. 312

Johnny B. Selesco
2022-02163
Lot 6 & Pt of Lot 7
Block 142

Sherry Darlene Miller
2021-03753
17.8' of Lot 7
and all of lot 8,
Block 142 and
Lots 9 & 9
Block 143

POB N 13.381, 998.11 S
E 2,771, 070.49

2022 Approx. Shoreline
from Aerial Imagery

2022 Approx. Shoreline
from Aerial Imagery

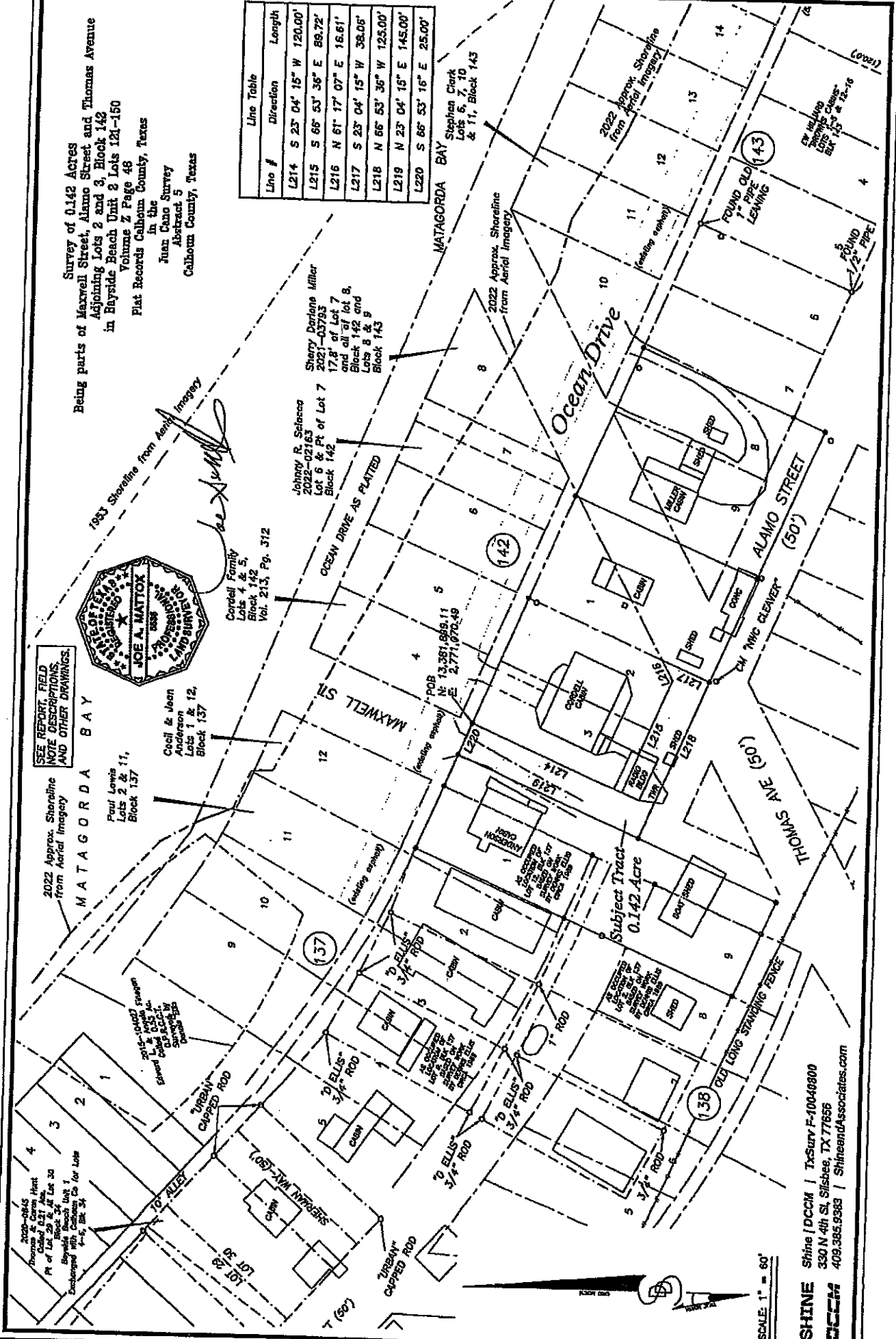
ALAMO STREET (50')

THOMAS AVE (50')

OLD LONG STRAIGHT FENCE

SCALE: 1" = 60'

SHINE Shine | DCCM | TxSurv F-100-0800
330 N 4th St, Sibley, TX 77656
409.385.9383 | ShineandAssociates.com



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DEED OF EXCHANGE

DATE: April 17, 2024

FIRST PARTY: County of Calhoun

FIRST PARTY'S ADDRESS: 211 S. Ann, Port Lavaca, Calhoun County, TX 77979

SECOND PARTY: Cecil E. Anderson

SECOND PARTY'S ADDRESS: 2705 Hutchins Lane, El Campo, Texas 77437

FIRST CONVEYANCE:

CONSIDERATION: For and in consideration of the exchange for that certain tract of land described in Second Conveyance below.

PROPERTY:

Tract I: Lot Nine (9), Block One Hundred Thirty Eight (138), Bayside Beach Unit 2, according to plat of said subdivision recorded in Volume Z, Page 40, and amended in Volume Z, Page 124, Plat Records of Calhoun County, Texas, together with all improvements situated thereon.

Tract II: A 0.203 acre tract of land being a portion of Alamo Street and Maxwell Street as platted in Bayside Beach Unit 2, in Volume Z, Page 46, Plat Records of Calhoun County, Texas, through the occupied location of Lot 1 and Lot 12, Block 137 per surveys by Dennis Ellis circa 1989 in the Juan Cano League, Abstract Number 5 in Calhoun County, Texas. Said 0.203 acres being more fully described by metes and bounds in attached Exhibit "4" hereto, also being described as Exhibit "4" in Order Declaring Closure.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

- (1) Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any

encroachments or overlapping of improvements; all rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of the Calhoun County County-Wide Drainage District.

- (2) Taxes for 2024, the payment of which Second Party assumes; and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Second Party assumes.

First Party, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, **grants, sells and conveys** to Second Party the property, together with all and singular the rights and appurtenances thereto in any wise belonging, **to have and hold** it to Second Party, Second Party's heirs, executors, administrators, successors, or assigns forever. First Party hereby binds First Party and First Party's successors and assigns to **warrant and forever defend** all and singular the property to Second Party and Second Party's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty.

SECOND CONVEYANCE:

CONSIDERATION: For and in consideration of the exchange for that certain tract of land described in First Conveyance above.

PROPERTY: Lot Twelve (12), Block One Hundred Thirty Seven (137), Bayside Beach Unit 2, according to plat of said subdivision recorded in Volume Z, Page 40, and amended in Volume Z, Page 124, Plat Records of Calhoun County, Texas, together with all improvements situated thereon.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

- (1) Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; all rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of the Calhoun County County-Wide Drainage District.

(2) Taxes for 2024, the payment of which First Party assumes; and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which First Party assumes.

Second Party, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, **grants, sells and conveys** to First Party the property, together with all and singular the rights and appurtenances thereto in any wise belonging, **to have and hold it** to First Party, First Party's successors and assigns forever. Second Party hereby binds Second Party and Second Party's heirs, executors, administrators, and successors **to warrant and forever defend** all and singular the property to First Party and First Party's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty.

It is expressly agreed that any liens that would arise in favor of either party by operation of law, by reason of the exchange of property, shall not exist in favor of either party against the other, and any and all implied liens so arising are expressly waived and released by the parties hereto.

When the context requires, singular nouns and pronouns include the plural.

This Deed was prepared with information provided by the parties. Roberts, Odefey, Witte & Wall, LLP, Attorneys at Law, did not perform any title research. Our preparation of these documents did not include research as to ownership of the property, encroachments, taxes, judgments or other liens, or access to the property. This law firm has undertaken no duty with respect to the quality or quantity of the title or other interest. This law firm will not act as the reporting agent for IRS 1099 S reporting requirements.

FIRST PARTY:

SECOND PARTY:

County of Calhoun

By: Richard Meyer, County Judge

Cecil E. Anderson

THE STATE OF TEXAS §

COUNTY OF CALHOUN §

CERTIFICATE OF ACKNOWLEDGMENT

Before me, the undersigned Notary Public, on this day personally appeared Richard Meyer, County Judge, who is personally known to me (or proved to me on the oath of _____ or through _____) to be the person whose name is subscribed to the foregoing instrument, and who has acknowledged to me that he executed the instrument for the purposes and considerations expressed.

Given under my hand and seal of office on the ____ day of _____, 2024.

Notary Public in and for The State of Texas

THE STATE OF TEXAS §

COUNTY OF CALHOUN §

CERTIFICATE OF ACKNOWLEDGMENT

Before me, the undersigned Notary Public, on this day personally appeared Cecil E. Anderson, who is personally known to me (or proved to me on the oath of _____ or through _____) to be the person whose name is subscribed to the foregoing instrument, and who has acknowledged to me that he executed the instrument for the purposes and considerations expressed.

Given under my hand and seal of office on the ____ day of _____, 2024.

Notary Public in and for The State of Texas

AFTER RECORDING, RETURN TO:

Roberts, Odefey, Witte & Wall, LLP

P.O. Box 9

Port Lavaca, Texas 77979

STATE OF TEXAS §

COUNTY OF CALHOUN §

Anderson Street

Field notes describing a 0.203 acre tract of land being a portion of Alamo Street and Maxwell Street as platted in Bayside Beach Unit 2, in Volume Z, Page 46, Plat Records of Calhoun County, Texas, through the occupied location of Lot 1 and Lot 12, Block 137 per surveys by Dennis Ellis circa 1989 in the Juan Cano League, Abstract Number 5 in Calhoun County, Texas. Said 0.203 acres being more fully described by metes and bounds as follows:

All bearings, distances, and acreages are grid and are referenced to the State Plane Coordinate System, NAD 83, Texas South Central Zone, U. S. Survey feet. The mapping angle is $+01^{\circ}13'33''$ and the scale factor is 0.999963901. All records cited are recorded in the Calhoun County Deed, Plat or Official Public Records. A plat and report of even date accompany this description.

COMMENCING at a 'SHINE' capped rod set at the northwest corner of Lot 3, Block 142 Bayside Beach Unit 2, Lots 121-150, and in the east line of Maxwell Street having a Texas State Plane coordinate value of N: 13,381,899.11' and E: 2,771,070.49' from which NGS monument 'Indianola 2-1934' bears $N48^{\circ}13'37''W$ 5195.98 feet and Concrete Monument stamped "NWC Cleaver" bears $S11^{\circ}24'51''E$ 180.85 feet;

THENCE North $66^{\circ}53'16''$ West across Maxwell Street a distance of 25.00 feet to a 'SHINE' rod set in the centerline of said Maxwell Street and being the PLACE OF BEGINNING of the herein described tract, having a Texas State Plane coordinate value of N: 13,381,908.92' and E: 2,771,047.50';

THENCE South $23^{\circ}04'15''$ West with the centerline of Maxwell Street 254.99 feet to a 1/2" iron rod set with cap 'SHINE' at the southerly southeast corner of the herein described tract;

THENCE North $66^{\circ}55'45''$ West across Maxwell Street 25.00 feet to a 'SHINE' capped rod set at the southeast corner of the occupied portion of Lot 1, Block 137, based on survey work performed by Dennis Ellis, circa 1989;

THENCE North $23^{\circ}04'15''$ East along the west line of Maxwell Street for a distance of 85.01 feet to a 'SHINE' capped rod set at the southwest intersection of Alamo Street and Maxwell Street;

THENCE North $66^{\circ}53'35''$ West along the south line of Alamo Street for a distance of 49.73 feet to a 'SHINE' capped rod set in the said occupied west line of said Lot 1, Block 137;

THENCE North $23^{\circ}02'52''$ East along the said occupied west line of Lot 1, Block 137, at 19.46 feet pass a 2" iron pipe pointed out by Mr. Anderson to be on said line, and continuing along the occupied west line of Lot 12, Block 137 for a total distance of 50.00 feet to a 'SHINE' capped rod set in the north line of Alamo Street;

THENCE South $66^{\circ}53'35''$ East along the north line of Alamo Street for a distance of 49.75 feet to a 'SHINE' capped rod set at the northwest intersection of Alamo Street and Maxwell Street;

THENCE North $23^{\circ}04'15''$ East along the west line of Maxwell Street for a distance of 120.00 feet to a 'SHINE' capped rod set for the most northerly northwest corner of the herein described tract;

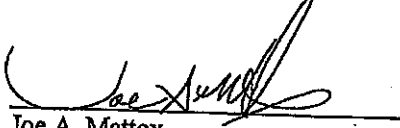
EXHIBIT

"4"

THENCE South 66°53'16" East across said Maxwell Street for a distance of 25.00 feet to the PLACE AND POINT OF BEGINNING containing 0.203 acres of land.

I do hereby certify that this description is the result of an actual survey, plat and report made by me on the ground and according to law, and that the limits, boundaries and corners are truly described just as I found or set them. Given under my hand and seal this 31st day of August, 2023.




Joe A. Mattox
Licensed State Land Surveyor
Registered Professional Land Surveyor No. 5535

Survey of 0.203 Acres
Being Parts of Alamo Street and Maxwell Street
within the occupied portion of Lot 1 and Lot 12, Block 137
per surveys by Dennis Ellis circa 1898
in Bayshore Beach Unit 2 Lots 121-150, Volume 2 Page 46
in the San Antonio County, Texas
in the San Antonio Survey, Abstract 5, Calhoun County, Texas

Line #	Direction	Length
L202	S 23° 04' 15" W	254.98'
L203	N 66° 55' 45" W	25.00'
L204	N 23° 04' 15" E	85.01'
L205	N 66° 53' 35" W	49.73'
L206	N 23° 02' 52" E	50.00'
L207	S 66° 53' 35" E	49.75'
L208	N 23° 04' 15" E	120.00'
L209	S 66° 53' 16" E	25.00'

Stephen Clark
Lots 6, 7, 10
& 11, Block 143

2022 Approx. Shoreline
from Aerial Imagery

Ocean Drive

ALAMO STREET
(50')

THOMAS AVE (50')

SEE REPORT, FIELD
NOTE DESCRIPTIONS,
AND OTHER DRAWINGS.

2022 Approx. Shoreline
from Aerial Imagery

MATAGORDA BAY

Paul Lewis
Lots 2 & 11,
Block 137

Cecil & Jean
Anderson
Lots 1 & 12,
Block 137

Cordell Family
Lots 4 & 5,
Block 142
Vol. 213, Pg. 312

Johnny R. Silecia
2022-02163
Lot 6 & Pt of Lot 7
Block 142

Sherry Cordene Miller
2021-03793
17.6' of Lot 7
and all of Lot 8,
Block 142 and
Lots 8 & 9,
Block 143

OCEAN DRIVE AS PLATED

MAXWELL ST

POB N: 13,381,508.92
E: 2,771,047.50

(142)

(137)

(143)

(138)

SCALE: 1" = 50'

SHINE Shins | DCCM | TxSury F-100-00800
330 N 4th St, Silsbee, TX 77866
DCCM 409.385.9383 | ShineandAssociates.com

2022-0945
Thomas & Jean Hill
Pt of Lot 20, Lot 21 & Lot 30
Bayshore Beach Unit 2
Encouraged by Co for Lots
6-15, 200-30

2015-10022 payment
owner's land
encouraged by Co for Lots
6-15, 200-30

2015-10022 payment
owner's land
encouraged by Co for Lots
6-15, 200-30

2015-10022 payment
owner's land
encouraged by Co for Lots
6-15, 200-30

2015-10022 payment
owner's land
encouraged by Co for Lots
6-15, 200-30

2015-10022 payment
owner's land
encouraged by Co for Lots
6-15, 200-30

2015-10022 payment
owner's land
encouraged by Co for Lots
6-15, 200-30

2015-10022 payment
owner's land
encouraged by Co for Lots
6-15, 200-30

2015-10022 payment
owner's land
encouraged by Co for Lots
6-15, 200-30

2015-10022 payment
owner's land
encouraged by Co for Lots
6-15, 200-30

2015-10022 payment
owner's land
encouraged by Co for Lots
6-15, 200-30

2015-10022 payment
owner's land
encouraged by Co for Lots
6-15, 200-30

2015-10022 payment
owner's land
encouraged by Co for Lots
6-15, 200-30

2015-10022 payment
owner's land
encouraged by Co for Lots
6-15, 200-30

2015-10022 payment
owner's land
encouraged by Co for Lots
6-15, 200-30

2015-10022 payment
owner's land
encouraged by Co for Lots
6-15, 200-30

2015-10022 payment
owner's land
encouraged by Co for Lots
6-15, 200-30

2015-10022 payment
owner's land
encouraged by Co for Lots
6-15, 200-30

2015-10022 payment
owner's land
encouraged by Co for Lots
6-15, 200-30

2015-10022 payment
owner's land
encouraged by Co for Lots
6-15, 200-30

2015-10022 payment
owner's land
encouraged by Co for Lots
6-15, 200-30

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Donation Deed

Date: April 17, 2024

Donors: Sherry Darlene Miller and Duane E. Miller
312 S. Ocean Drive
Port Lavaca, Texas 77979

Donee: Calhoun County, Texas
211 S. Ann
Port Lavaca, Texas 77979

Consideration:

Charitable purposes.

Property (including any improvements):

17.8' of Lot Seven (7) and all of Lot Eight (8), Block One Hundred Forty Two (142), Bayside Beach Unit 2, according to plat of said subdivision recorded in Volume Z, Page 40, and amended in Volume Z, Page 124, Plat Records of Calhoun County, Texas.

SUBJECT to any and all easements, restrictions, reservations, and documents appearing of record affecting the hereinabove described property.

Reservations from Conveyance: None.

Exceptions to Conveyance and Warranty: None, except all easements, restrictions, reservations or any other documents appearing of record affecting the above described property.

Donor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, gives, and conveys to Donee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Donee and Donee's successors and assigns forever. Donor binds Donor and Donor's heirs and assigns to warrant and forever defend all and singular the Property to Donee and Donee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

This Deed was prepared with information provided by the parties. Roberts, Odefey, Witte & Wall, LLP, Attorneys at Law, did not perform any title research. Our preparation of these documents did not include research as to ownership of the property, encroachments, taxes, judgments or other liens, or access to the property. This law firm has undertaken no duty with respect to the quality or quantity of the title or other interest. This law firm will not act as the reporting agent for IRS 1099 S reporting requirements.

Sherry Darlene Miller

Duane E. Miller

STATE OF OREGON §
 §
COUNTY OF CALHOUN §

CERTIFICATE OF ACKNOWLEDGMENT

Before me, the undersigned Notary Public, on this day personally appeared Sherry Darlene Miller and Duane E. Miller, who is personally known to me (or proved to me on the oath of _____ or through _____) to be the person whose name is subscribed to the foregoing instrument, and who has acknowledged to me that he/she executed the instrument for the purposes and considerations expressed.

Given under my hand and seal of office on the ____ day of _____, 2024.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Roberts, Odefey, Witte & Wall, LLP
P. O. Box 9
Port Lavaca, Texas 77979



November 20, 2023

The Honorable Richard Meyer
Calhoun County Commissioners
202 S. Ann
Port Lavaca, Texas 77979

Re: Cordell Family LP, Cecil B. Anderson, Johnny R. and Charlyn S. Sciacca's intent to exchange interest in property

Dear Judge Meyer and Calhoun County Commissioners:

Regarding the above-listed parties' intent to exchange interest in property in Bayside Beach Unit #2, Calhoun County Texas, please see enclosed plat and legal descriptions for all three properties. A portion of all three tracts is currently in the water. The submerged property will help the county secure grants for erosion control along Ocean Drive. There is an equal amount of property for each party to exchange with Calhoun County. A notice of intent ad, with legal description of all three properties, has run for 3 consecutive weeks in the local newspaper.

I have been a realtor in Calhoun County for 51+ years. It is my considered opinion that this is a fair exchange of property for property, equal in value. Please do not hesitate to call me at 361-920-6313 if you have any questions or if I can be of help with any future endeavors.

Sincerely,

A handwritten signature in cursive script that reads "Russell Cain".

Russell Cain

Enclosures

2025 N Hwy 35
Port Lavaca, Texas 77979
361-552-6313 Office
361-552-1919 Fax
rc@russelcain.com
www.russelcain.com

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF CALHOUN §

NOTICE OF INTENT TO EXCHANGE INTEREST IN PROPERTY
IN BAYSIDE BEACH UNIT NO 2, CALHOUN COUNTY, TEXAS

Please take notice that the Commissioners Court of Calhoun County, Texas will consider the exchange of property described below between the County and Cordell Family, LP, Cecil E. Anderson, and Johnny R. and Charlyn S. Sciacca said property being located in Bayside Beach Unit No. 2, Calhoun County, Texas. Said exchange will be considered after three consecutive weeks of publication, with the dated of the first publication being before the 20th day before the date of exchange.

Tract 1 Property to be Exchanged Sciacca to County: Lots 6 and 7 in Block 142, Bayside Beach, Unit 2, Calhoun County, Texas, according to the plat of said subdivision recorded in Volume Z, Page 40 and amended in Volume Z, Page 124, Plat Records of Calhoun County, Texas, SAVE AND EXCEPT HOWEVER, that portion of Lot 7 in Block 142 conveyed in a Deed dated February 1, 1962, from R. C. Cleaver and wife, Annie Ballon Cleaver to Gorman W. Walton, recorded in Volume 182, Page 762, Deed Records of Calhoun County, Texas; in exchange for Tract 2 Property to be Exchanged County to Sciacca: Lot 1, Block 142, Bayside Beach, Unit 2, according to the plat of said subdivision recorded in Volume Z, Page 40 and amended in Volume Z, Page 124, Plat Records of Calhoun County, Texas.

Tract 3 Property to be Exchanged Cordell to County: Lots 4 and 5, Block 142, Bayside Beach, Unit 2, according to the plat of said subdivision recorded in Volume Z, Page 40 and amended in Volume Z, Page 124, Plat Records of Calhoun County, Texas, in exchange for Tract 4 Property to be Exchanged County to Cordell: Lots 2 and 3, Block 142, Bayside Beach, Unit 2, according to the plat of said subdivision recorded in Volume Z, Page 40 and amended in Volume Z, Page 124, Plat Records of Calhoun County, Texas.

Tract 5 Property to be Exchanged Anderson to County: Lot 12, Block 137, Bayside Beach, Unit 2, according to the plat of said subdivision recorded in Volume Z, Page 40 and amended in Volume Z, Page 124, Plat Records of Calhoun County, Texas, in exchange for Lot 9, Block 138, Bayside Beach, Unit 2, according to the plat of said subdivision recorded in Volume Z, Page 40 and amended in Volume Z, Page 124, Plat Records of Calhoun County, Texas.

Anne Marie Odefey
Attorney for Cordell Family, LP, Cecil E.
Anderson, and Johnny R. and Charlyn S. Sciacca
P. O. Box 9, Port Lavaca, Texas 77979 (361) 552-2971

17

17. Consider and take any action to exchange of property described below between the County and Cordell Family, LP, Cecil E. Anderson, and Johnny R. and Charlyn S. Sciacca said property being located in Bayside Beach Unit No. 2, Calhoun County, Texas as was published in the Port Lavaca Wave for three (3) consecutive weeks at least twenty (20) days before today's date. (DEH)

- a. Tract 1 Property to be Exchanged Sciacca to County: Lots 6 and 7 in Block 142, Bayside Beach, Unit 2, Calhoun County, Texas, according to the plat of said subdivision recorded in Volume Z, Page 40 and amended in Volume Z, Page 124, Plat Records of Calhoun County, Texas, SAVE AND EXCEPT HOWEVER, that portion of Lot 7 in Block 142 conveyed in a Deed dated February 1, 1962, from R. C. Cleaver and wife, Annie Ballon Cleaver to Gorman W. Walton, recorded in Volume 182, Page 762, Deed Records of Calhoun County, Texas; in exchange for Tract 2 Property to be Exchanged County to Sciacca: Lot 1, Block 142, Bayside Beach, Unit 2, according to the plat of said subdivision recorded in Volume Z, Page 40 and amended in Volume Z, Page 124, Plat Records of Calhoun County, Texas.
- b. Tract 3 Property to be Exchanged Cordell to County: Lots 4 and 5, Block 142, Bayside Beach, Unit 2, according to the plat of said subdivision recorded in Volume Z, Page 40 and amended in Volume Z, Page 124, Plat Records of Calhoun County, Texas, in exchange for Tract 4 Property to be Exchanged County to Cordell: Lots 2 and 3, Block 142, Bayside Beach, Unit 2, according to the plat of said subdivision recorded in Volume Z, Page 40 and amended in Volume Z, Page 124, Plat Records of Calhoun County, Texas.
- c. Tract 5 Property to be Exchanged Anderson to County: Lot 12, Block 137, Bayside Beach, Unit 2, according to the plat of said subdivision recorded in Volume Z, Page 40 and amended in Volume Z, Page 124, Plat Records of Calhoun County, Texas, in exchange for Lot 9, Block 138, Bayside Beach, Unit 2, according to the plat of said subdivision recorded in Volume Z, Page 40 and amended in Volume Z, Page 124, Plat Records of Calhoun County, Texas.

Pass

**VACATE AND ABANDON A PORTION OF PUBLIC ROAD
IN BAYSIDE BEACH #2, CALHOUN COUNTY, TEXAS**

A Motion was made by Commissioner _____ and seconded by Commissioner _____ to Vacate and Abandon a portion of a public road in Bayside Beach Unit #2, Calhoun County, Texas as shown on the following Order with exhibits attached.

Commissioners _____ voted in favor of the motion.

**ORDER DECLARING CLOSURE OF A PORTION OF PUBLIC ROAD
IN BAYSIDE BEACH UNIT #2, CALHOUN COUNTY, TEXAS**

WHEREAS, on the 17th day of April, 2024, the Commissioner's Court of Calhoun County, Texas considered the request of the Cordell Family, LP, being the owners of Lots 4 and 5, Block 142; Cecil E. Anderson, being the owner of Lots 1 and 12, Block 137; Sherry Darlene Miller and Duane E. Miller, being the owners of 17.8' of Lot 7 and all of Lot 8, Block 142 and Lots 8 and 9, Block 143; Johnny R. and Charlyn S. Sciacca, being the owners of Lot 6 and part of Lot 7, Block 142 all in Bayside Beach Unit #2, Calhoun County, Texas, to abandon and vacate the following portions of a public road in Bayside Beach Unit Two, Calhoun County, Texas more fully hereinafter described below and as further shown on Exhibits "1", "2", "3" and "4" which are attached to this order and incorporated by reference:

Tract 1 (Miller Streets): Field notes describing a 0.199 acre tract of land comprised of a part of Alamo Street and Thomas Avenue, as platted in Bayside Beach Unit 2, Lots 121-150 in Volume Z, Page 46, Plat Records of Calhoun County, Texas, in the Juan Cano League, Abstract Number 5 in Calhoun County, Texas. Said 0.199 acres being more fully described by metes and bounds in attached Exhibit "1" hereto.

Tract 2 (Sciacca Streets): Field notes describing a 0.089 acre tract of land comprised of a part of Alamo Street and Thomas Avenue, as platted in Bayside Beach Unit 2, Lots 121-150 in Volume Z, Page 46, Plat Records of Calhoun County, Texas, in the Juan Cano League, Abstract Number 5 in Calhoun County, Texas. Said 0.089 acres being more fully described by metes and bounds in attached Exhibit "2" hereto.

Tract 3 (Cordell Streets): Field notes describing a 0.142 acre tract of land comprised of a part of Alamo Street, Maxwell Street and Thomas Avenue adjoining Lots 2 and 3, Block 142 as platted in Bayside Beach Unit 2, Lots 121-150 in Volume Z, Page 46, Plat Records of Calhoun County, Texas, in the Juan Cano League, Abstract Number 5 in Calhoun County, Texas. Said 0.142 acres being more fully described by metes and bounds in attached Exhibit "3" hereto.

Tract 4 (Anderson Streets): A 0.203 acre tract of land being a portion of Alamo Street and Maxwell Street as platted in Bayside Beach Unit 2, in Volume Z, Page 46, Plat Records of Calhoun County, Texas, through the occupied location of Lot 1 and Lot 12, Block 137 per surveys by Dennis Ellis circa 1989 in the Juan Cano League, Abstract Number 5 in Calhoun County, Texas. Said 0.203 acres being more fully described by metes and bounds in attached Exhibit "4" hereto.

WHEREAS, Texas Transportation Code §251.051 vest in the Commissioner's Court the authority to abandon and vacate a portion of the road; and

WHEREAS, the Commissioners have not previously classified the subject road as either a first class or second class road; and

WHEREAS, the Commissioner's actions to abandon or vacate the road have not been enjoined or sought to be enjoined by any party; and

WHEREAS, proper notice of the petition to abandon and vacate the road has been posted at the Courthouse door of Calhoun County, Texas and at other places in the vicinity of the affected route, being at Sunray Magnolia Store and on the properties at the portions of the road to be abandoned and vacated, for at least twenty (20) days before the date the application was made to the Court; and

WHEREAS, the Commissioners have considered the request to abandon and vacate the portions of the roads described below and further on the attached Exhibits "1", "2", "3" and "4":

Tract 1 (Miller Streets): Field notes describing a 0.199 acre tract of land comprised of a part of Alamo Street and Thomas Avenue, as platted in Bayside Beach Unit 2, Lots 121-150 in Volume Z, Page 46, Plat Records of Calhoun County, Texas, in the Juan Cano League, Abstract Number 5 in Calhoun County, Texas. Said 0.199 acres being more fully described by metes and bounds in attached Exhibit "1" hereto.

Tract 2 (Sciaccia Streets): Field notes describing a 0.089 acre tract of land comprised of a part of Alamo Street and Thomas Avenue, as platted in Bayside Beach Unit 2, Lots 121-150 in Volume Z, Page 46, Plat Records of Calhoun County, Texas, in the Juan Cano League, Abstract Number 5 in Calhoun County, Texas. Said 0.089 acres being more fully described by metes and bounds in attached Exhibit "2" hereto.

Tract 3 (Cordell Streets): Field notes describing a 0.142 acre tract of land comprised of a part of Alamo Street, Maxwell Street and Thomas Avenue adjoining Lots 2 and 3, Block 142 as platted in Bayside Beach Unit 2, Lots 121-150 in Volume Z, Page 46, Plat Records of Calhoun County, Texas, in the Juan Cano League, Abstract Number 5 in Calhoun County, Texas. Said 0.142 acres being more fully described by metes and bounds in attached Exhibit "3" hereto.

Tract 4 (Anderson Streets): A 0.203 acre tract of land being a portion of Alamo Street and Maxwell Street as platted in Bayside Beach Unit 2, in Volume Z, Page 46, Plat Records of Calhoun County, Texas, through the occupied location of Lot 1 and Lot 12, Block 137 per surveys by Dennis Ellis circa 1989 in the Juan Cano League, Abstract Number 5 in Calhoun County, Texas. Said 0.203 acres being more fully described by metes and bounds in attached Exhibit "4" hereto; and

WHEREAS, all requirements of Texas Transportation Code §251.051 and §251.052 have been complied with in declaring said roads to be abandoned and vacated.

NOW, THEREFORE, ON MOTION DULY MADE BY Commissioner _____ and SECONDED by Commissioner _____, and upon said Motion having been unanimously approved by the Commissioner's Court in a properly posted public meeting;

IT IS ORDERED AND DECREED, that Calhoun County does hereby CLOSE, ABANDON and VACATE those portions of roads described below and further on the attached Exhibits "1", "2", "3" and "4":

Tract 1 (Miller Streets): Field notes describing a 0.199 acre tract of land comprised of a part of Alamo Street and Thomas Avenue, as platted in Bayside Beach Unit 2, Lots 121-150 in Volume Z, Page 46, Plat Records of Calhoun County, Texas, in the Juan Cano League, Abstract Number 5 in Calhoun County, Texas. Said 0.199 acres being more fully described by metes and bounds in attached Exhibit "1" hereto.

Tract 2 (Sciacca Streets): Field notes describing a 0.089 acre tract of land comprised of a part of Alamo Street and Thomas Avenue, as platted in Bayside Beach Unit 2, Lots 121-150 in Volume Z, Page 46, Plat Records of Calhoun County, Texas, in the Juan Cano League, Abstract Number 5 in Calhoun County, Texas. Said 0.089 acres being more fully described by metes and bounds in attached Exhibit "2" hereto.

Tract 3 (Cordell Streets): Field notes describing a 0.142 acre tract of land comprised of a part of Alamo Street, Maxwell Street and Thomas Avenue adjoining Lots 2 and 3, Block 142 as platted in Bayside Beach Unit 2, Lots 121-150 in Volume Z, Page 46, Plat Records of Calhoun County, Texas, in the Juan Cano League, Abstract Number 5 in Calhoun County, Texas. Said 0.142 acres being more fully described by metes and bounds in attached Exhibit "3" hereto.

Tract 4 (Anderson Streets): A 0.203 acre tract of land being a portion of Alamo Street and Maxwell Street as platted in Bayside Beach Unit 2, in Volume Z, Page 46, Plat Records of Calhoun County, Texas, through the occupied location of Lot 1 and Lot 12, Block 137 per surveys by Dennis Ellis circa 1989 in the Juan Cano League, Abstract Number 5 in Calhoun County, Texas. Said 0.203 acres being more fully described by metes and bounds in attached Exhibit "4" hereto.

IT IS FURTHER ORDERED AND DECREED that on the date this Order is signed, title to the portions of roads closed by this Order contiguous to the property owned by Cordell Family, LP, Cecil E. Anderson, Sherry Darlene Miller and Duane E. Miller, and Johnny R. and Charlyn S. Sciacca, pursuant to Texas Transportation Code §251.058(b) is vested in the owner described below:

Tract 1 – Sherry Darlene Miller and Duane E. Miller
Tract 2 – Johnny R. and Charlyn S. Sciacca
Tract 3 – Cordell Family, LP
Tract 4 – Cecil E. Anderson

IT IS FURTHER ORDERED AND DECREED that a copy of this Order is to be filed in the Official Records of Calhoun County, Texas and a duly filed copy of the Order shall serve as the official instrument of conveyance of the closed portions of the roads, Bayside Beach Unit #2, Calhoun County, Texas from CALHOUN COUNTY to the respective owners of the abutting property as set forth hereinabove, pursuant to Texas Transportation Code §251.058(b).

SIGNED this 17th day of April, 2024.

CALHOUN COUNTY, TEXAS

HONORABLE RICHARD MEYER,
CALHOUN COUNTY JUDGE

ATTESTED TO BY:

ANNA GOODMAN
CALHOUN COUNTY CLERK

By: _____,
_____, Deputy Clerk

STATE OF TEXAS §

COUNTY OF CALHOUN §

Miller Streets

Field notes describing a 0.199 acre tract of land comprised of a part of Alamo Street and Thomas Avenue, as platted in Bayside Beach Unit 2, Lots 121-150 in Volume Z, Page 46, Plat Records of Calhoun County, Texas, in the Juan Cano League, Abstract Number 5 in Calhoun County, Texas. Said 0.199 acres being more fully described by metes and bounds as follows:

All bearings, distances, and acreages are grid and are referenced to the State Plane Coordinate System, NAD 83, Texas South Central Zone, U. S. Survey feet. The mapping angle is $+01^{\circ}13'33''$ and the scale factor is 0.999963901. All records cited are recorded in the Calhoun County Deed, Plat, or Official Public Records. A plat and report of even date accompany this description.

BEGINNING at a 'SHINE' capped rod set being the Southwest corner of Lot 7, Block 143, of said Bayside Beach Unit 2, Lots 121-150 having a Texas State Plane coordinate value of N: 13,381,670.97' and E: 2,771,299.40' from which NGS monument 'Indianola 2-1934' bears $N48^{\circ}02'37''W$ 5517.71 feet and a Concrete Monument stamped "NWC Cleaver" bears $S75^{\circ}14'43''W$ 199.70 feet;

THENCE South $23^{\circ}04'15''$ West crossing Alamo Street for a total distance of 25.00 feet to a 'SHINE' capped rod set in the centerline of Alamo Street;

THENCE North $66^{\circ}53'36''$ West along the centerline of Alamo Street for a total distance of 200.00 feet to a 'SHINE' capped rod set at the intersection of Alamo Street and Thomas Avenue;

THENCE North $61^{\circ}40'10''$ East along the centerline of Thomas Avenue for a total distance of 185.44 feet to a point of corner on the projected north line of Block 143;

THENCE South $66^{\circ}53'36''$ East along the said projected north line of Block 143 for a total distance of 32.08 feet to a point for corner at the northwest corner of said Lot 9, Block 143;

THENCE South $61^{\circ}17'07''$ West along the southeast line of Thomas Avenue and the northwest line of Lot 9, Block 143 for a total distance of 152.65 feet to a point for the southwest corner of said Lot 9, Block 143;

THENCE South $66^{\circ}53'36''$ East along the north line of Alamo Street and the south line of Lot 8 and 9, Block 143 at a distance of 146.67 feet to the PLACE AND POINT OF BEGINNING containing 0.199 acres of land.

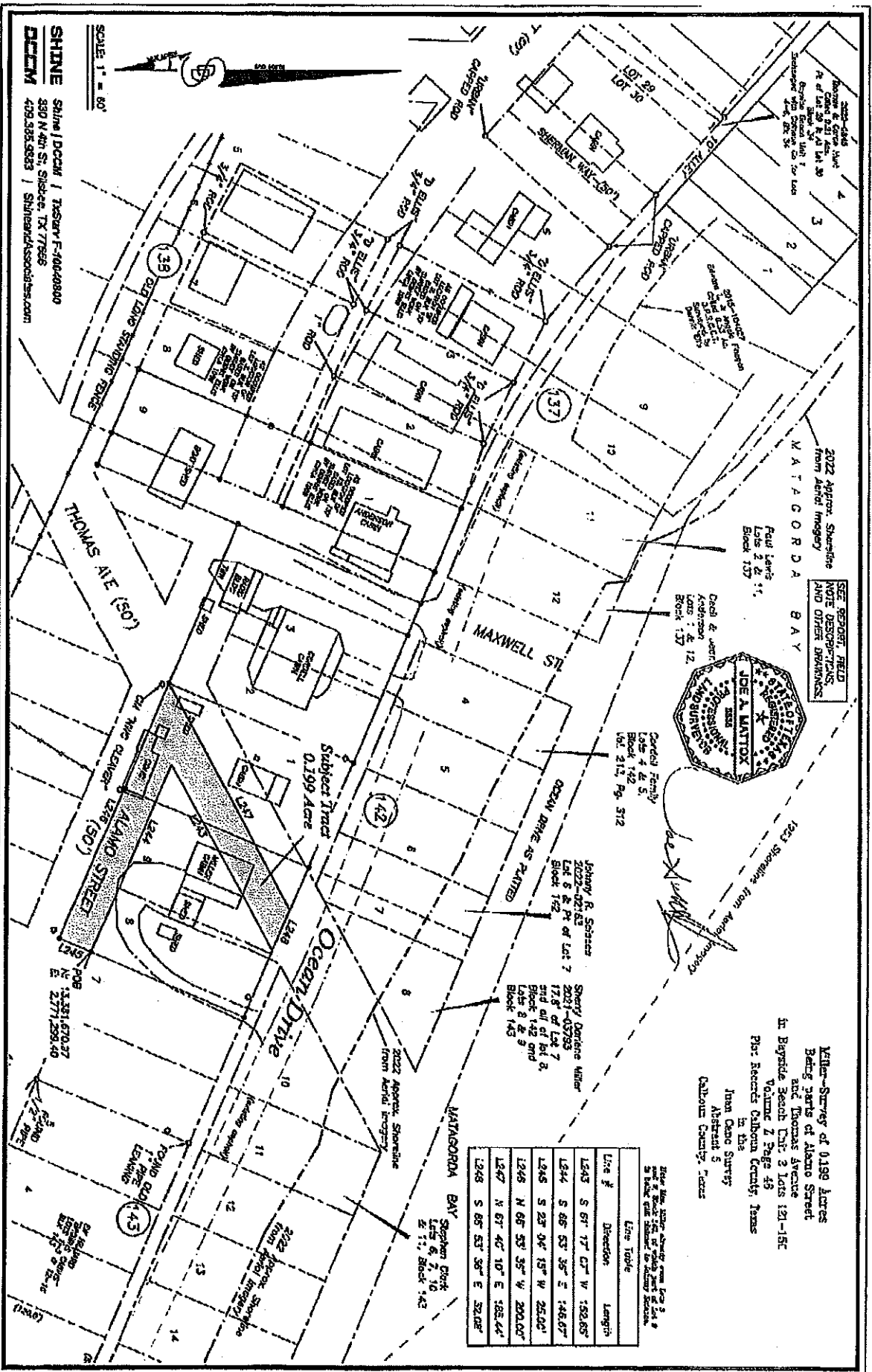
I do hereby certify that this description is the result of an actual survey, plat, and report made by me on the ground and according to law and that the limits, boundaries, and corners are truly described just as I found or set them. Given under my hand and seal this 31st day of August, 2023.



Joe A. Mattox
Licensed State Land Surveyor
Registered Professional Land Surveyor No. 5535

SHINE SHINE | DCCM | T&SURY F-500/40800
 330 N 4th St, Suite 200, TX 77558
DCCM 409.385.9883 | shineanddccm.com

SCALE 1" = 60'



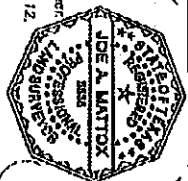
Line #	Direction	Length
L243	S 67° 17' 47" W	152.65'
L244	S 68° 53' 38" E	148.67'
L245	S 23° 04' 15" W	25.00'
L246	N 66° 53' 35" W	200.00'
L247	N 67° 40' 10" E	162.44'
L248	S 65° 53' 38" E	32.02'

Yellen-Survey of 0.199 Acres
 Being parts of Albino Street
 and Thomas Avenue
 in Bayville Beach Unit 3 Lots 121-151C
 Volume 2 Page 48
 Plus Records Calhoun County, Texas
 in the
 John Cape Survey
 Abstract 3
 Calhoun County, Texas

Other lines, 2009 survey, same lot 3
 and lot 4, 2009 survey, same lot 3
 in Block 142, Survey of 1942

Johnny R. Stitzer
 2022-02-23
 Lot 8 & Pt of Lot 7
 Block 142
 Sherry Dandene Willet
 2021-03-23
 17.8' of Lot 7
 and all of lot 8,
 Block 142 and
 Lot 8 & 9
 Block 143

Correll Family
 Lots 4 & 5,
 Block 142
 Vol. 211, Pg. 312



2022 Approx. Sherrine
 from Aerial Imagery
 and Other Drawings
 SEE RECORD, FIELD
 NOTE DESCRIPTIONS
 AND OTHER DRAWINGS
 Paul Lewis
 Lots 2 & 11,
 Block 137
 Dech & Jeff
 Anderson
 Lots 1 & 12,
 Block 137

2023 Sherrine from Aerial Imagery

STATE OF TEXAS §

COUNTY OF CALHOUN §

Sciaccia Streets

Field notes describing a 0.089 acre tract of land comprised of a part of Alamo Street and Thomas Avenue, as platted in Bayside Beach Unit 2, Lots 121-150 in Volume Z, Page 46, Plat Records of Calhoun County, Texas, in the Juan Cano League, Abstract Number 5 in Calhoun County, Texas. Said 0.089 acres being more fully described by metes and bounds as follows:

All bearings, distances, and acreages are grid and are referenced to the State Plane Coordinate System, NAD 83, Texas South Central Zone, U. S. Survey feet. The mapping angle is $+01^{\circ}13'33''$ and the scale factor is 0.999963901. All records cited are recorded in the Calhoun County Deed, Plat, or Official Public Records. A plat and report of even date accompany this description.

BEGINNING at a 'SHINE' capped rod set in the centerline of Alamo Street and Thomas Avenue at the southwest corner of the herein described tract having a Texas State Plane coordinate value of N: 13,381,726.46' and E: 2,771,104.65' from which NGIS monument 'Indianola 2-1934' bears $N47^{\circ}05'46''W$ 5338.26 feet and a Concrete Monument stamped "NWC Cleaver" bears $S07^{\circ}47'54''E$ 4.67 feet;

THENCE North $23^{\circ}04'15''$ East crossing Alamo Street for a total distance of 38.06 feet to a point for the southwest corner of Lot 1, Block 42, being in the northwest line of Thomas Avenue;

THENCE North $61^{\circ}17'07''$ East along the said northwest line of Thomas Avenue and the southeast line of Lot 1, Block 143 for a distance of 136.04 feet to a point for corner in the projected north line of said Block 142;

THENCE South $66^{\circ}53'36''$ East along the said projected north line of Block 142 for a distance of 31.53 feet to a point in the centerline of Thomas Avenue and the northeast corner of the herein described tract;

THENCE South $61^{\circ}40'06''$ West along the centerline of Thomas Avenue for a distance of 185.44 feet to the PLACE AND POINT OF BEGINNING containing 0.089 acres of land.

I do hereby certify that this description is the result of an actual survey, plat, and report made by me on the ground and according to law and that the limits, boundaries, and corners are truly described just as I found or set them. Given under my hand and seal this 31st day of August, 2023.



Joe A. Mattox
 Joe A. Mattox
 Licensed State Land Surveyor
 Registered Professional Land Surveyor No. 5535



Survey of 0.086 Acres
Being parts of Alamo Street
and Thomas Avenue
in Bayshore Beach Unit 2 Lots 121-150
Volume 2 Page 46
Plat Records Calhoun County, Texas
in the
Juan Cazo Survey, Abstract 5
Calhoun County, Texas

Line #	Direction	Length
L255	N 23° 04' 15" E	38.05'
L256	N 51° 17' 07" E	138.04'
L257	S 85° 53' 36" E	31.53'
L258	S 61° 40' 36" W	185.44'

SEE REPORT, FIELD
NOTE DESCRIPTIONS
AND OTHER DRAWINGS



2022 Approx. Shoreline
from Aerial Imagery

MATAGORDA BAY

Paul Lewis
Lots 2 & 11,
Block 137

Cook & Jean
Anderson
Lots 1 & 12,
Block 137

Cordell Family
Lots 4 & 5,
Block 142
Vol. 213, Pg. 312

Johnny B. Schaefer
2022-03-23
Lots 6 & 7 of Lot 7
Block 142

Stacy Davison Lister
2021-03-23
17.8' of Lot 7
and all of lot 8,
Block 142 and
Lots 9 & 5
Block 143

MATAGORDA BAY

Stephen Clark
Lots 6, 7, 10
& 11, Block 145

2022 Approx. Shoreline
from Aerial Imagery

Ocean Drive

Subject Tract
0.086 Acres

ALAMO STREET (50')

THOMAS AVE (50')

SHINE | DCCM | Txsurv F-100-0800
350 N 40th St, Suite 100, TX 77558
409.363.9383 | shineanddccm.com

SCALE: 1" = 60'



STATE OF TEXAS §

COUNTY OF CALHOUN §

Cordell Streets

Field notes describing a 0.142 acre tract of land comprised of a part of Alamo Street, Maxwell Street and Thomas Avenue adjoining Lots 2 and 3, Block 142 as platted in Bayside Beach Unit 2, Lots 121-150 in Volume Z, Page 46, Plat Records of Calhoun County, Texas, in the Juan Cano League, Abstract Number 5 in Calhoun County, Texas. Said 0.142 acres being more fully described by metes and bounds as follows:

All bearings, distances, and acreages are grid and are referenced to the State Plane Coordinate System, NAD 83, Texas South Central Zone, U. S. Survey feet. The mapping angle is $+01^{\circ}13'33''$ and the scale factor is 0.999963901. All records cited are recorded in the Calhoun County Deed, Plat, or Official Public Records. A plat and report of even date accompany this description.

BEGINNING at a 'SHINE' capped rod set at the northwest corner of Lot 3 Block 142 Bayside Beach Unit 2, Lots 121-150, and in the east line of Maxwell Street having a Texas State Plane coordinate value of N: 13,381,899.11' and E: 2,771,070.49' from which NGS monument 'Indianola 2-1934' bears $N48^{\circ}13'37''W$ 5195.98 feet and Concrete Monument stamped "NWC Cleaver" bears $S11^{\circ}24'51''E$ 180.85 feet;

THENCE South $23^{\circ}04'15''$ West along the west line of Maxwell Street 120.00 feet to a point for corner at the northeast intersection of Alamo Street and Maxwell Street;

THENCE South $66^{\circ}53'36''$ East along the north line of said Alamo Street 89.72 feet to point for corner at the intersection of the north line of Alamo Street with the northwest line of Thomas Avenue;

THENCE North $61^{\circ}17'07''$ East along the northwest line of Thomas Avenue 16.61 feet to a point for corner in the east line of said Lot 2;

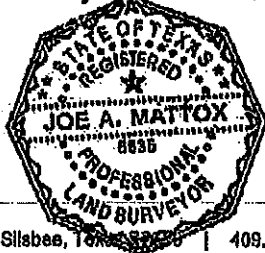
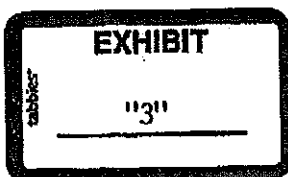
THENCE South $23^{\circ}04'15''$ West across Thomas Avenue and Alamo Street 38.06 feet to a 'SHINE' capped rod set in the centerline of said Alamo Street;

THENCE North $66^{\circ}53'36''$ West with the centerline of Alamo Street 125.00 feet to a 'SHINE' capped rod in the centerline of Maxwell Street;

THENCE North $23^{\circ}04'15''$ East with the centerline of Maxwell Street 145.00 feet to a 'SHINE' capped rod set;

THENCE South $66^{\circ}53'36''$ East across Maxwell Street 25.00 feet to the PLACE AND POINT OF BEGINNING containing 0.142 acres of land.

I do hereby certify that this description is the result of an actual survey, plat, and report made by me on the ground and according to law and that the limits, boundaries, and corners are truly described just as I found or set them. Given under my hand and seal this 31st day of August, 2023.

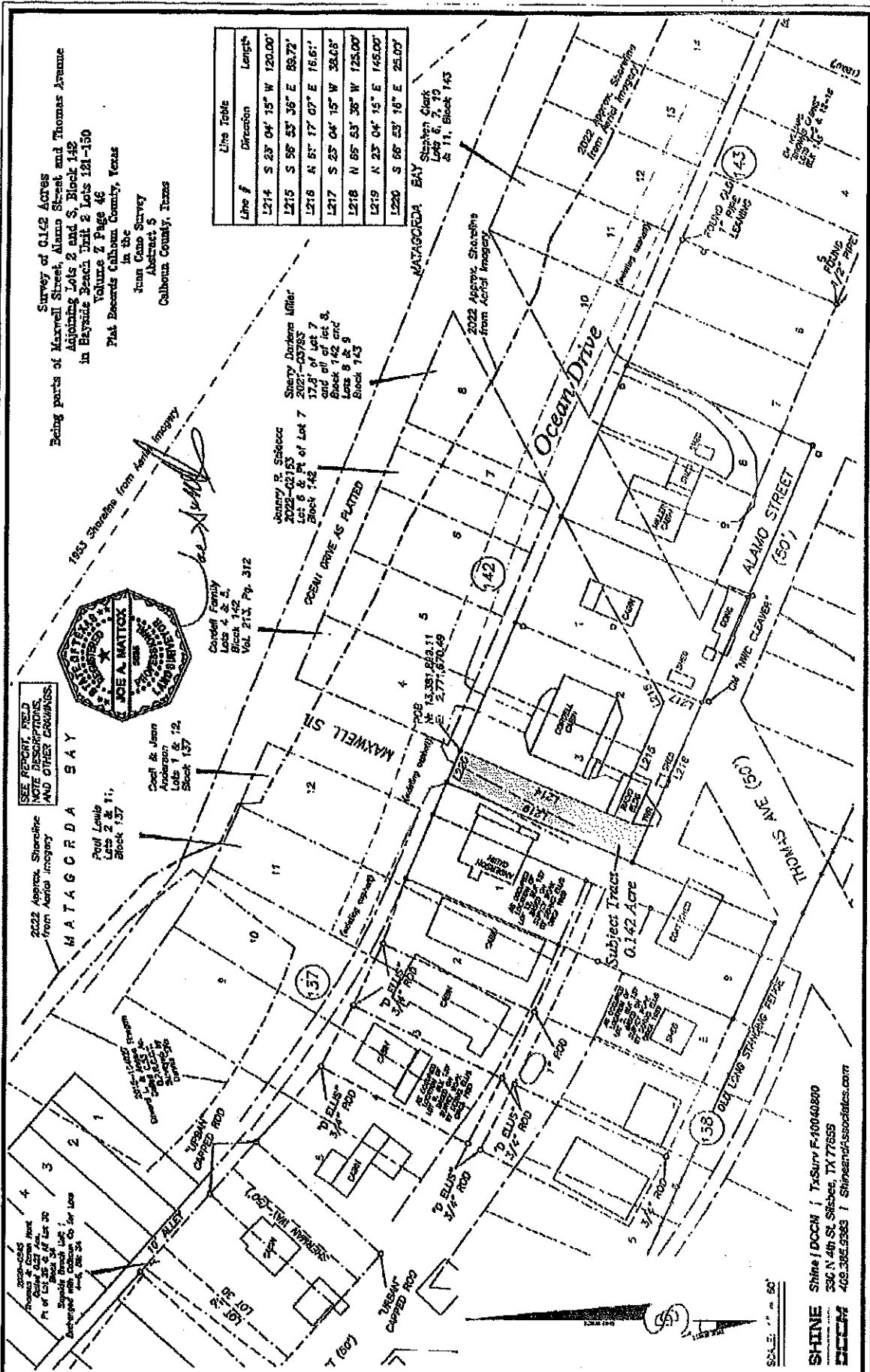


Joe A. Mattox
Licensed State Land Surveyor
Registered Professional Land Surveyor No. 5535

Survey of 0.142 Acres
Being parts of Maxwell Street, Alamo Street and Thomas Avenue
Adjoining Lots 2 and 3, Block 142
in Bayside Beach Unit 2 Lots 121-150
Volume 2 Page 46
Plat Records Calhoun County, Texas

in the
Jean Cons Survey
Abstract 5
Calhoun County, Texas

Line #	Line Table	Direction	Length
1214	S 23° 04' 15" W	120.00'	
1215	S 58° 33' 36" E	88.72'	
1216	N 61° 17' 07" E	76.61'	
1217	S 23° 04' 15" W	38.08'	
1218	N 65° 53' 38" W	123.00'	
1219	N 23° 04' 15" E	145.00'	
1220	S 66° 53' 16" E	25.07'	



SEE REPORT, FIELD
NOTE DESCRIPTIONS,
AND OTHER COMMENTS.



MATAGORDA BAY

Paul Lewis
Lots 2 & 11,
Block 137

Carl & Jean
Anderson
Lots 1 & 12,
Block 137

Calhoun County
Abstract 142
Vol. 213, Pg. 312

Jenny N. Stacey
2022-03153
Let 6 & 11 of Lot 7
Block 142

Sherry Darlene Miller
2021-03783
17.8' of Lot 7
and all of lot 8,
Block 142 and
lots 9 & 10,
Block 143

Sherry Clark
Lots 6, 7, 10
& 11, Block 143

2022 Approx. Shoreline
from Aerial Imagery

2022 Approx. Shoreline
from Aerial Imagery

SHINE Shine / DCCM | TxSurv F-10040800
330 N 4th St, Suite 100, TX 77555
402.385.5583 | shineandassociates.com

SHINE : DCCM

STATE OF TEXAS §

COUNTY OF CALHOUN §

Anderson Street

Field notes describing a 0.203 acre tract of land being a portion of Alamo Street and Maxwell Street as platted in Bayside Beach Unit 2, in Volume Z, Page 46, Plat Records of Calhoun County, Texas, through the occupied location of Lot 1 and Lot 12, Block 137 per surveys by Dennis Ellis circa 1989 in the Juan Cano League, Abstract Number 5 in Calhoun County, Texas. Said 0.203 acres being more fully described by metes and bounds as follows:

All bearings, distances, and acreages are grid and are referenced to the State Plane Coordinate System, NAD 83, Texas South Central Zone, U. S. Survey feet. The mapping angle is $+01^{\circ}13'33''$ and the scale factor is 0.999963901. All records cited are recorded in the Calhoun County Deed, Plat or Official Public Records. A plat and report of even date accompany this description.

COMMENCING at a 'SHINE' capped rod set at the northwest corner of Lot 3, Block 142 Bayside Beach Unit 2, Lots 121-150, and in the east line of Maxwell Street having a Texas State Plane coordinate value of N: 13,381,899.11' and E: 2,771,070.49' from which NGS monument 'Indianola 2-1934' bears $N48^{\circ}13'37''W$ 5195.98 feet and Concrete Monument stamped "NWC Cleaver" bears $S11^{\circ}24'51''E$ 180.85 feet;

THENCE North $66^{\circ}53'16''$ West across Maxwell Street a distance of 25.00 feet to a 'SHINE' rod set in the centerline of said Maxwell Street and being the PLACE OF BEGINNING of the herein described tract, having a Texas State Plane coordinate value of N: 13,381,908.92' and E: 2,771,047.50';

THENCE South $23^{\circ}04'15''$ West with the centerline of Maxwell Street 254.99 feet to a 1/2" iron rod set with cap 'SHINE' at the southerly southeast corner of the herein described tract;

THENCE North $66^{\circ}55'45''$ West across Maxwell Street 25.00 feet to a 'SHINE' capped rod set at the southeast corner of the occupied portion of Lot 1, Block 137, based on survey work performed by Dennis Ellis, circa 1989;

THENCE North $23^{\circ}04'15''$ East along the west line of Maxwell Street for a distance of 85.01 feet to a 'SHINE' capped rod set at the southwest intersection of Alamo Street and Maxwell Street;

THENCE North $66^{\circ}53'35''$ West along the south line of Alamo Street for a distance of 49.73 feet to a 'SHINE' capped rod set in the said occupied west line of said Lot 1, Block 137;

THENCE North $23^{\circ}02'52''$ East along the said occupied west line of Lot 1, Block 137, at 19.46 feet pass a 2" iron pipe pointed out by Mr. Anderson to be on said line, and continuing along the occupied west line of Lot 12, Block 137 for a total distance of 50.00 feet to a 'SHINE' capped rod set in the north line of Alamo Street;

THENCE South $66^{\circ}53'35''$ East along the north line of Alamo Street for a distance of 49.75 feet to a 'SHINE' capped rod set at the northwest intersection of Alamo Street and Maxwell Street;

THENCE North $23^{\circ}04'15''$ East along the west line of Maxwell Street for a distance of 120.00 feet to a 'SHINE' capped rod set for the most northerly northwest corner of the herein described tract;

EXHIBIT

"4"

4th Street, Silsbee, Texas 77666 | 409.385.9383 | TxSURV-F-10040800 | ShineandAssociates.com

THENCE South 66°53'16" East across said Maxwell Street for a distance of 25.00 feet to the PLACE AND POINT OF BEGINNING containing 0.203 acres of land.

I do hereby certify that this description is the result of an actual survey, plat and report made by me on the ground and according to law, and that the limits, boundaries and corners are truly described just as I found or set them. Given under my hand and seal this 31st day of August, 2023.



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

Joe A. Mattox
Licensed State Land Surveyor
Registered Professional Land Surveyor No. 5535

Survey of 0.203 Acres
Being Parts of Alamo Street and Maxwell Street
within the occupied position of Lot 1 and Lot 12, Block 137
per surveys by Dennis Ellis circa 1989
in Bayliss Beach Unit 2 Lots 121-154, Volume 2, Page 46
2nd Record Suburban Survey, Texas
in the Juan Gano Survey, Abstract 5, Galveston County, Texas

Line #	Direction	Length
L202	S 23° 04' 15" W	254.59'
L203	N 68° 55' 45" W	35.00'
L204	N 23° 04' 15" E	85.01'
L205	N 68° 53' 35" W	49.73'
L206	N 23° 02' 32" E	50.00'
L207	S 65° 53' 35" E	49.25'
L208	N 23° 04' 15" E	120.20'
L209	S 65° 53' 16" E	25.00'

Stephen Clark
Lot 5, 7, 10
& 11, Block 143



SEE REPORT, FIELD
NOTE DISCREPANCIES
AND OTHER DRAWINGS

2022 Approx. Shoreline
from Aerial Imagery

Paul Lewis
Lots 2 & 11,
Block 137

Cecil & Jean
Anderson
Lots 1 & 12,
Block 137

Cordell Family
Lots 4 & 5,
Block 142
Vol. 213, Pg. 312

Jenny & Science
Lot 6 & 7 of Lot 7
Block 142

Sherry Dordone Affair
2021-2023
12.5' of Lot 7
and all of Lot 8,
Block 142 and
Lots 9 & 5,
Block 143

2022 Approx. Shoreline
from Aerial Imagery

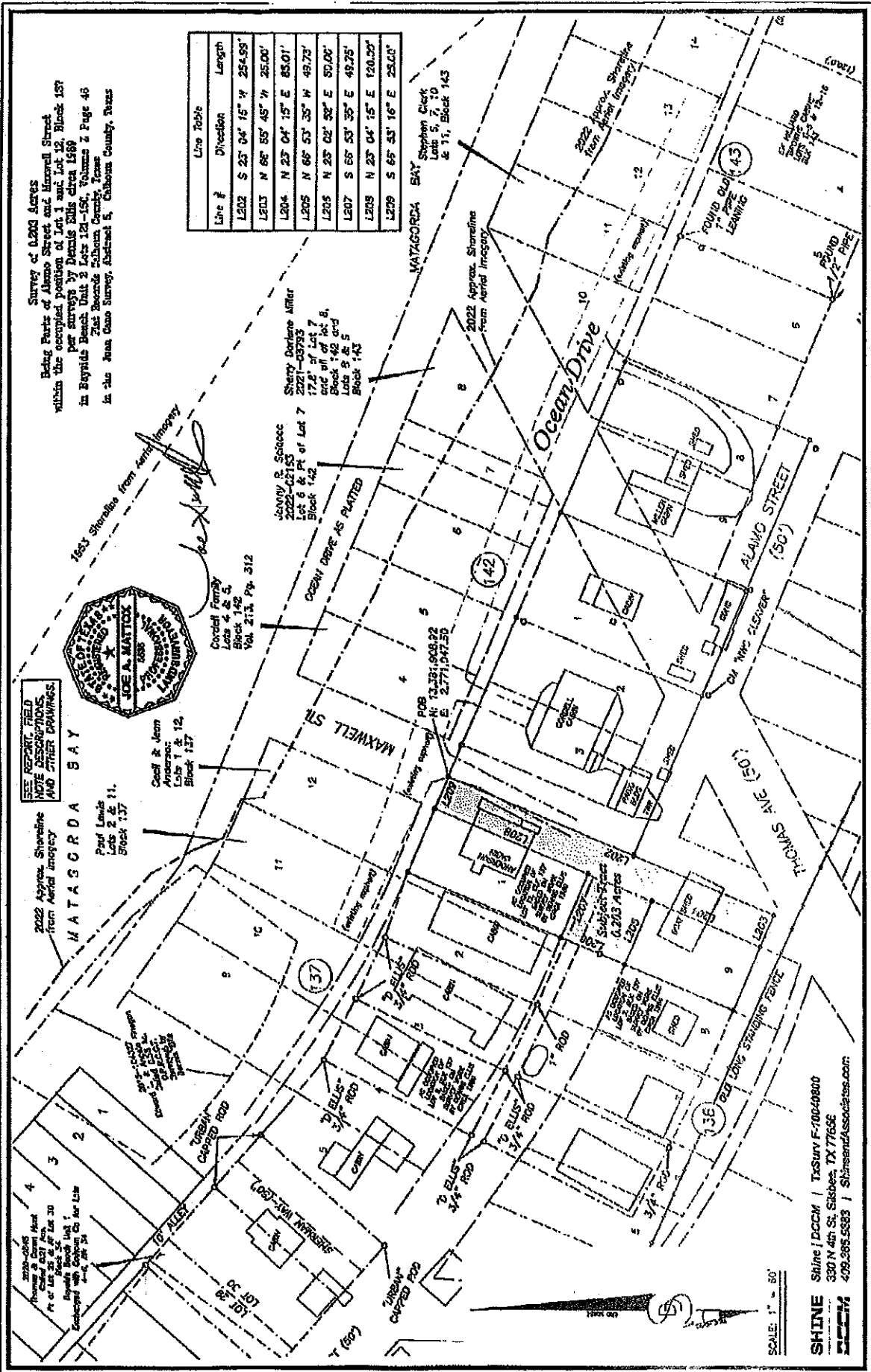
Ocean Drive

ALAMO STREET (50')

THOMAS AVE (50')

SCALE: 1" = 50'

SHINE | DCCM | Txsurv F-100-0800
330 N 4th St, Suisun, TX 77656
DCCM 409.385.5533 | ShinesandAssociates.com



**VACATE AND ABANDON A PORTION OF PUBLIC ROAD
IN BAYSIDE BEACH #1, CALHOUN COUNTY, TEXAS**

A Motion was made by Commissioner _____ and seconded by Commissioner _____ to Vacate and Abandon a portion of a public road in Bayside Beach Unit #1, Calhoun County, Texas as shown on the following Order with exhibits attached.

Commissioners _____
_____ voted in favor of the motion.

**ORDER DECLARING CLOSURE OF A PORTION OF PUBLIC ROAD
IN BAYSIDE BEACH UNIT #1, CALHOUN COUNTY, TEXAS**

WHEREAS, on the 17th day of April, 2024, the Commissioner's Court of Calhoun County, Texas considered the request of the Thomas W. and Caron G. Hunt, being the owners of Lot 30 and part of 29, Block 34 in Bayside Beach Unit #1, Calhoun County, Texas, to abandon and vacate the following portion of a public road in Bayside Beach Unit #1, Calhoun County, Texas more fully hereinafter described below and as further shown on Exhibit "A" which are attached to this order and incorporated by reference:

BEING a 0.057 acre tract of land situated in the Juan Cano Survey, Abstract No. 5, Calhoun County, Texas, and being a portion of Alamo Street adjacent to Lots 29 and 30, Block 34 of Bayside Beach Unit No. 1 according to plat recorded in Volume Z, Page 26 of the Plat Records of Calhoun County, Texas, said 0.057 acre tract of land being more fully described by metes and bounds in the attached Exhibit "A".

WHEREAS, Texas Transportation Code §251.051 vest in the Commissioner's Court the authority to abandon and vacate a portion of the road; and

WHEREAS, the Commissioners have not previously classified the subject road as either a first class or second class road; and

WHEREAS, the Commissioner's actions to abandon or vacate the road have not been enjoined or sought to be enjoined by any party; and

WHEREAS, proper notice of the petition to abandon and vacate the road has been posted at the Courthouse door of Calhoun County, Texas and at other places in the vicinity of the affected route, being at Sunray Magnolia Store and on the property at the portion of the road to be abandoned and vacated, for at least twenty (20) days before the date the application was made to the Court; and

WHEREAS, the Commissioners have considered the request to abandon and vacate the portion of the road described below and further on the attached Exhibit "A":

BEING a 0.057 acre tract of land situated in the Juan Cano Survey, Abstract No. 5, Calhoun County, Texas, and being a portion of Alamo Street adjacent to Lots 29 and 30, Block 34 of Bayside Beach Unit No. 1 according to plat recorded in Volume Z, Page 26 of the Plat Records of Calhoun County, Texas, said 0.057 acre tract of land being more fully described by metes and bounds in the attached Exhibit "A".

WHEREAS, all requirements of Texas Transportation Code §251.051 and §251.052 have been complied with in declaring said roads to be abandoned and vacated.

NOW, THEREFORE, ON MOTION DULY MADE BY Commissioner _____ and SECONDED by Commissioner _____, and upon said Motion having been unanimously approved by the Commissioner's Court in a properly posted public meeting;

IT IS ORDERED AND DECREED, that Calhoun County does hereby CLOSE, ABANDON and VACATE that portion of road described below and further on the attached Exhibit "A":

BEING a 0.057 acre tract of land situated in the Juan Cano Survey, Abstract No. 5, Calhoun County, Texas, and being a portion of Alamo Street adjacent to Lots 29 and 30, Block 34 of Bayside Beach Unit No. 1 according to plat recorded in Volume Z, Page 26 of the Plat Records of Calhoun County, Texas, said 0.057 acre tract of land being more fully described by metes and bounds in the attached Exhibit "A".

IT IS FURTHER ORDERED AND DECREED that on the date this Order is signed, title to the portion of road closed by this Order is vested in Thomas W. and Caron G. Hunt, pursuant to Texas Transportation Code §251.058(b).

IT IS FURTHER ORDERED AND DECREED that a copy of this Order is to be filed in the Official Records of Calhoun County, Texas and a duly filed copy of the Order shall serve as the official instrument of conveyance of the closed portion of the road, Bayside Beach Unit #1, Calhoun County, Texas from CALHOUN COUNTY to Thomas W. and Caron G. Hunt, pursuant to Texas Transportation Code §251.058(b).

SIGNED this 17th day of April, 2024.

CALHOUN COUNTY, TEXAS

HONORABLE RICHARD MEYER,
CALHOUN COUNTY JUDGE

ATTESTED TO BY:

ANNA GOODMAN
CALHOUN COUNTY CLERK

By: _____,
_____, Deputy Clerk

0.057 ACRES

THE STATE OF TEXAS}
THE COUNTY OF CALHOUN}

BEING a 0.057 acre tract of land situated in the Juan Cano Survey, Abstract No. 5, Calhoun County, Texas, and being a portion of Alamo Street adjacent to Lots 29 and 30, Block 34 of Bayside Beach Unit No. 1 according to plat recorded in Volume Z, Page 26 of the Plat Records of Calhoun County, Texas, said 0.057 acre tract of land being more fully described by metes and bounds as follows:

BEGINNING at a found 5/8" steel rebar along the northeast line of Alamo Street (50-foot right-of-way) and the southwest line of said Lot 29, Block 34 marking the west corner of a called 0.21 acre tract of land described by instrument to Thomas Hunt and Caron Hunt as recorded in Instrument No. 2020-00845 of the Official Public Records, Calhoun County, Texas for the north corner of the herein described tract from which a found 5/8" steel rebar with yellow plastic cap stamped "URBAN SURVEYING, INC." bears North 48°23'29" West a distance of 175.00 feet;

THENCE, South 48°23'29" East (South 48°23'29" East), with the northeast right-of-way of said Alamo Street and the southwest line of said Block 34 and said 0.21 acre tract a distance of 100.00 (100.00) feet to a found 5/8" steel rebar with yellow plastic cap stamped "URBAN SURVEYING, INC." marking the south corner of a called 0.14 acre tract of land described in Instrument to Thomas Hunt, et al as recorded in Instrument No. 202001691 of the Official Public Records, Calhoun County, Texas for the east corner of the herein described tract;

THENCE, South 41°36'18" West, into the said Alamo Street, a distance of 25.00 feet to a set 5/8" steel rebar with yellow plastic cap stamped "URBAN SURVEYING, INC." along the centerline of said Alamo Street for the south corner of the herein described tract;

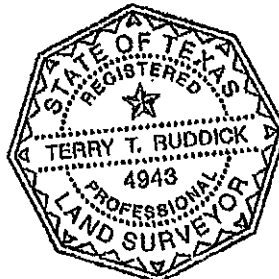
THENCE, North 48°23'29" West, with the centerline of said Alamo Street, a distance of 100.01 feet to a set 5/8" steel rebar with yellow plastic cap stamped "URBAN SURVEYING, INC." for the west corner of the herein described tract;

THENCE, North 41°36'35" East, over and across said Alamo Street, a distance of 25.00 feet to the POINT OF BEGINNING, CONTAINING within these metes and bounds a 0.057 acre tract of land, more or less.

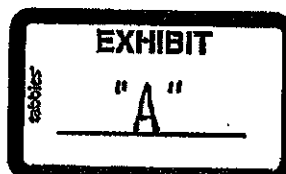
Basis of Bearing is based on the Texas State Plane Coordinate System (NAD 83), South Central Zone (4204).

The foregoing legal description and accompanying survey plat were prepared from an actual survey made on the ground under my supervision in January, 2024 and are true and correct to the best of my knowledge and belief.

Terry T. Ruddick
Urban Surveying, Inc.
By: Terry T. Ruddick
Registered Professional Land Surveyor
Texas No. 4943

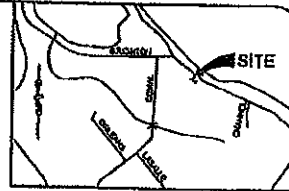


S23160.02

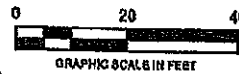


EXHIBIT

BEING A 0.057 ACRE TRACT OF LAND SITUATED IN THE JUAN CARO SURVEY, ABSTRACT NO. 8, CALHOUN COUNTY, TEXAS, AND BEING A PORTION OF ALAMO STREET ADJACENT TO LOTS 29 AND 30, BLOCK 34 OF BAYSIDE BEACH UNIT NO. 1 ACCORDING TO PLAT RECORDED IN VOLUME 2, PAGE 26 OF THE PLAT RECORDS OF CALHOUN COUNTY, TEXAS.



VICINITY MAP



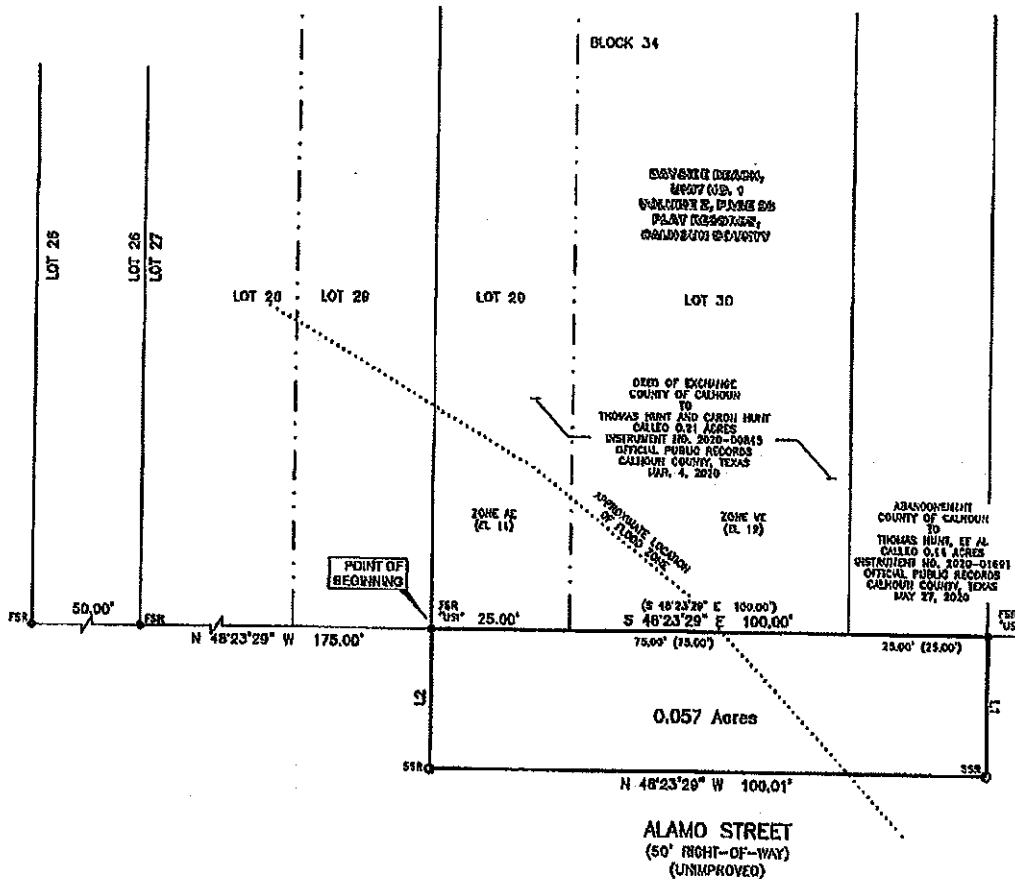
LEGEND

These kinds of symbols will be found in this survey.

SSR ○ SET 2" X 6" STEEL REBAR WITH "US" CAP

FSR ■ FOUND 2" X 6" STEEL REBAR

(If 00'00"00" E 0.00') RECORDED BEARING & DISTANCE



ALAMO STREET
(50' RIGHT-OF-WAY)
(UNIMPROVED)

BLOCK 34
LOT 9

J. H. DOREMUS, ET AL
COUNTY OF CALHOUN, STATE OF TEXAS
VOLUME 217, PAGE 314
DEED RECORDS
CALHOUN COUNTY, TEXAS
FEB. 14, 1987

LINE	BEARING	DISTANCE
11	S 41°31'18" W	28.00'
12	S 41°35'33" E	35.00'

THE ABOVE PLAT AND ACCOMPANYING LEGAL DESCRIPTION WERE PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION IN JANUARY, 2024 AND ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

ACCORDING TO THE FLOOD INSURANCE RATE MAP (FIRM) FOR CALHOUN COUNTY, TEXAS, COMMUNITY PANEL NUMBER 48057C 0226E, MAP REVISED OCTOBER 18, 2014, THE SUBJECT PROPERTY IS PARTIALLY LOCATED IN ZONE WHICH AE (EL 11) WHICH IS A SPECIAL FLOOD HAZARD AREA, BASE FLOOD ELEVATION DETERMINED AND PARTIALLY LOCATED IN ZONE VE (EL 12) WHICH IS A SPECIAL FLOOD HAZARD AREA FOR COASTAL FLOOD ZONE WITH HAZARD (WAVE ACTION); BASE FLOOD ELEVATION DETERMINED.

NOTE:
THE PROPERTY DESCRIBED HEREON MAY OR MAY NOT BE IN COMPLIANCE WITH CITY, COUNTY OR STATE SUBDIVISION ORDINANCES.

THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. THERE MAY BE EASEMENTS, OR OTHER MATTERS, NOT SHOWN.

BASE OF BEARING IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM (NAD 83), SOUTH CENTRAL ZONE (1201).

URBAN SURVEYING, INC.
BY: TERRY T. RUDDICK
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS NO. 4943



usi
URBAN SURVEYING, INC.
VICTORIA, TEXAS (409) 578-1007 FAX (409) 578-1002
CUIERO, TEXAS (409) 277-4551 FAX (409) 277-4551
SAN ANTONIO, TEXAS (210) 227-4551 FAX (210) 227-4551

DRAWN BY: MAIS
JOB NO.: 523160.02

1/16/24

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DEED OF EXCHANGE

DATE: April 17, 2024

FIRST PARTY: County of Calhoun

FIRST PARTY'S ADDRESS: 211 S. Ann, Port Lavaca, Calhoun County, TX 77979

SECOND PARTY: Johnny R. Sciacca and Charlyn S. Sciacca

SECOND PARTY'S ADDRESS: 206 Magdalena Drive, Victoria, Texas 77904

FIRST CONVEYANCE:

CONSIDERATION: For and in consideration of the exchange for that certain tract of land described in Second Conveyance below.

PROPERTY:

Tract I: Lot One (1), Block One Hundred Forty Two (142), Bayside Beach Unit 2, according to plat of said subdivision recorded in Volume Z, Page 40, and amended in Volume Z, Page 124, Plat Records of Calhoun County, Texas, together with all improvements situated thereon.

Tract II: Field notes describing a 0.089 acre tract of land comprised of a part of Alamo Street and Thomas Avenue, as platted in Bayside Beach Unit 2, Lots 121-150 in Volume Z, Page 46, Plat Records of Calhoun County, Texas, in the Juan Cano League, Abstract Number 5 in Calhoun County, Texas. Said 0.089 acres being more fully described by metes and bounds in attached Exhibit "2" hereto, also being described as Exhibit "2" in Order Declaring Closure.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

- (1) Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; all rights, obligations, and other matters

emanating from and existing by reason of the creation, establishment, maintenance, and operation of the Calhoun County County-Wide Drainage District.

- (2) Taxes for 2024, the payment of which Second Party assumes; and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Second Party assumes.

First Party, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, **grants, sells and conveys** to Second Party the property, together with all and singular the rights and appurtenances thereto in any wise belonging, **to have and hold** it to Second Party, Second Party's heirs, executors, administrators, successors, or assigns forever. First Party hereby binds First Party and First Party's successors and assigns to **warrant and forever defend** all and singular the property to Second Party and Second Party's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty.

SECOND CONVEYANCE:

CONSIDERATION: For and in consideration of the exchange for that certain tract of land described in First Conveyance above.

PROPERTY: Lots Six (6) and Seven (7), Block One Hundred Forty Two (142), Bayside Beach Unit 2, according to plat of said subdivision recorded in Volume Z, Page 40, and amended in Volume Z, Page 124, Plat Records of Calhoun County, Texas, together with all improvements situated thereon, **SAVE AND EXCEPT HOWEVER**, that portion of Lot Seven (7), Block One Hundred Forty Two (142) conveyed in a deed dated February 1, 1962, from R.C. Cleaver and wife, Annie Ballon Cleaver to Gorman W. Walton, recorded in Volume 182, Page 762, Deed Records of Calhoun County, Texas.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

- (1) Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; all rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and

operation of the Calhoun County County-Wide Drainage District.

- (2) Taxes for 2024, the payment of which First Party assumes; and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which First Party assumes.

Second Party, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to First Party the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to First Party, First Party's successors and assigns forever. Second Party hereby binds Second Party and Second Party's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to First Party and First Party's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty.

It is expressly agreed that any liens that would arise in favor of either party by operation of law, by reason of the exchange of property, shall not exist in favor of either party against the other, and any and all implied liens so arising are expressly waived and released by the parties hereto.

When the context requires, singular nouns and pronouns include the plural.

This Deed was prepared with information provided by the parties. Roberts, Odefey, Witte & Wall, LLP, Attorneys at Law, did not perform any title research. Our preparation of these documents did not include research as to ownership of the property, encroachments, taxes, judgments or other liens, or access to the property. This law firm has undertaken no duty with respect to the quality or quantity of the title or other interest. This law firm will not act as the reporting agent for IRS 1099 S reporting requirements.

FIRST PARTY:

SECOND PARTY:

County of Calhoun

By: Richard Meyer, County Judge

Johnny R. Sciacca

Charlyn S. Sciacca

THE STATE OF TEXAS §

COUNTY OF CALHOUN §

CERTIFICATE OF ACKNOWLEDGMENT

Before me, the undersigned Notary Public, on this day personally appeared Richard Meyer, County Judge, who is personally known to me (or proved to me on the oath of _____ or through _____) to be the person whose name is subscribed to the foregoing instrument, and who has acknowledged to me that he executed the instrument for the purposes and considerations expressed.

Given under my hand and seal of office on the ____ day of _____, 2024.

Notary Public in and for The State of Texas

THE STATE OF TEXAS §

COUNTY OF CALHOUN §

CERTIFICATE OF ACKNOWLEDGMENT

Before me, the undersigned Notary Public, on this day personally appeared Johnny R. Sciacca and Charlyn S. Sciacca, who is personally known to me (or proved to me on the oath of _____ or through _____) to be the person whose name is subscribed to the foregoing instrument, and who has acknowledged to me that he/she executed the instrument for the purposes and considerations expressed.

Given under my hand and seal of office on the ____ day of _____, 2024.

Notary Public in and for The State of Texas

AFTER RECORDING, RETURN TO:

Roberts, Odefey, Witte & Wall, LLP
P.O. Box 9
Port Lavaca, Texas 77979

STATE OF TEXAS §

COUNTY OF CALHOUN §

Sciacca Streets

Field notes describing a 0.089 acre tract of land comprised of a part of Alamo Street and Thomas Avenue, as platted in Bayside Beach Unit 2, Lots 121-150 in Volume Z, Page 46, Plat Records of Calhoun County, Texas, in the Juan Cano League, Abstract Number 5 in Calhoun County, Texas. Said 0.089 acres being more fully described by metes and bounds as follows:

All bearings, distances, and acreages are grid and are referenced to the State Plane Coordinate System, NAD 83, Texas South Central Zone, U. S. Survey feet. The mapping angle is $+01^{\circ}13'33''$ and the scale factor is 0.999963901. All records cited are recorded in the Calhoun County Deed, Plat, or Official Public Records. A plat and report of even date accompany this description.

BEGINNING at a 'SHINE' capped rod set in the centerline of Alamo Street and Thomas Avenue at the southwest corner of the herein described tract having a Texas State Plane coordinate value of N: 13,381,726.46' and E: 2,771,104.65' from which NGS monument 'Indianola 2-1934' bears $N47^{\circ}05'46''W$ 5338.26 feet and a Concrete Monument stamped "NWC Cleaver" bears $S07^{\circ}47'54''E$ 4.67 feet;

THENCE North $23^{\circ}04'15''$ East crossing Alamo Street for a total distance of 38.06 feet to a point for the southwest corner of Lot 1, Block 42, being in the northwest line of Thomas Avenue;

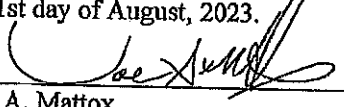
THENCE North $61^{\circ}17'07''$ East along the said northwest line of Thomas Avenue and the southeast line of Lot 1, Block 143 for a distance of 136.04 feet to a point for corner in the projected north line of said Block 142;

THENCE South $66^{\circ}53'36''$ East along the said projected north line of Block 142 for a distance of 31.53 feet to a point in the centerline of Thomas Avenue and the northeast corner of the herein described tract;

THENCE South $61^{\circ}40'06''$ West along the centerline of Thomas Avenue for a distance of 185.44 feet to the PLACE AND POINT OF BEGINNING containing 0.089 acres of land.

I do hereby certify that this description is the result of an actual survey, plat, and report made by me on the ground and according to law and that the limits, boundaries, and corners are truly described just as I found or set them. Given under my hand and seal this 31st day of August, 2023.




Joe A. Mattox
Licensed State Land Surveyor
Registered Professional Land Surveyor No. 5535

EXHIBIT**"2"**

SEE REPORT, FIELD
NOTE DESCRIPTIONS,
AND OTHER DRAWINGS.

MATAGORDA BAY

Paul Lewis
Lots 2 & 11,
Block 137

Cecil & Jean
Anderson
Lots 1 & 12,
Block 137

Cordell Family
Lots 4 & 5,
Block 142
Vol. 213, Pg. 312

Johnny R. Salcedo
2022-02163
Lot 6 & 7
Block 142

Sherry Darlene Miller
2021-03793
17.8' of Lot 7
and all of lot 8,
Block 142 and
Lots 8 & 9
Block 143

MATAGORDA BAY

Stephen Clark
Lots 6, 7, 10
& 11, Block 143

2022 Approx. Shoreline
from Aerial Imagery

2022 Approx. Shoreline
from Aerial Imagery

2022 Approx. Shoreline
from Aerial Imagery

SCALE: 1" = 80'

SHINE Shine | DCCM | TxSurv F-10040800
330 N 4th St, Silsbee, TX 77556
DCCM 409.385.9383 | ShineandAssociates.com

2022-0466
Thomas & Co. Inc.
Cited 1271
Pt of Lot 28 & 41 Lot 30
Bayside Beach Unit 2
Exchanged with Calhoun Co for Lots
4-5, Bk. 34

2012-10402 Easement
granted to & for the use of
the Calhoun County Sheriff's
Office by
ShineandAssociates.com

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NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DEED OF EXCHANGE

DATE: April 17, 2024

FIRST PARTY: County of Calhoun

FIRST PARTY'S ADDRESS: 211 S. Ann, Port Lavaca, Calhoun County, TX 77979

SECOND PARTY: Cordell Family Limited Partnership

SECOND PARTY'S ADDRESS: 2802 Forest View, Richmond, Texas 77406

FIRST CONVEYANCE:

CONSIDERATION: For and in consideration of the exchange for that certain tract of land described in Second Conveyance below.

PROPERTY:

Tract I: Lots Two (2) and Three (3), Block One Hundred Forty Two (142), Bayside Beach Unit 2, according to plat of said subdivision recorded in Volume Z, Page 40, and amended in Volume Z, Page 124, Plat Records of Calhoun County, Texas, together with all improvements situated thereon.

Tract II: Field notes describing a 0.142 acre tract of land comprised of a part of Alamo Street, Maxwell Street and Thomas Avenue adjoining Lots 2 and 3, Block 142 as platted in Bayside Beach Unit 2, Lots 121-150 in Volume Z, Page 46, Plat Records of Calhoun County, Texas, in the Juan Cano League, Abstract Number 5 in Calhoun County, Texas. Said 0.142 acres being more fully described by metes and bounds in attached Exhibit "3" hereto, also being described as Exhibit "3" in Order Declaring Closure.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

- (1) Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any

encroachments or overlapping of improvements; all rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of the Calhoun County County-Wide Drainage District.

- (2) Taxes for 2024, the payment of which Second Party assumes; and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Second Party assumes.

First Party, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, **grants, sells and conveys** to Second Party the property, together with all and singular the rights and appurtenances thereto in any wise belonging, **to have and hold it** to Second Party, Second Party's heirs, executors, administrators, successors, or assigns forever. First Party hereby binds First Party and First Party's successors and assigns to **warrant and forever defend** all and singular the property to Second Party and Second Party's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty.

SECOND CONVEYANCE:

CONSIDERATION: For and in consideration of the exchange for that certain tract of land described in First Conveyance above.

PROPERTY: Lots Four (4) and Five (5), Block One Hundred Forty Two (142), Bayside Beach Unit 2, according to plat of said subdivision recorded in Volume Z, Page 40, and amended in Volume Z, Page 124, Plat Records of Calhoun County, Texas, together with all improvements situated thereon.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

- (1) Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; all rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of the Calhoun County County-Wide Drainage District.

(2) Taxes for 2024, the payment of which First Party assumes; and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which First Party assumes.

Second Party, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, **grants, sells and conveys** to First Party the property, together with all and singular the rights and appurtenances thereto in any wise belonging, **to have and hold it** to First Party, First Party's successors and assigns forever. Second Party hereby binds Second Party and Second Party's heirs, executors, administrators, and successors to **warrant and forever defend** all and singular the property to First Party and First Party's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty.

It is expressly agreed that any liens that would arise in favor of either party by operation of law, by reason of the exchange of property, shall not exist in favor of either party against the other, and any and all implied liens so arising are expressly waived and released by the parties hereto.

When the context requires, singular nouns and pronouns include the plural.

This Deed was prepared with information provided by the parties. Roberts, Odefey, Witte & Wall, LLP, Attorneys at Law, did not perform any title research. Our preparation of these documents did not include research as to ownership of the property, encroachments, taxes, judgments or other liens, or access to the property. This law firm has undertaken no duty with respect to the quality or quantity of the title or other interest. This law firm will not act as the reporting agent for IRS 1099 S reporting requirements.

FIRST PARTY:

County of Calhoun

By: Richard Meyer, County Judge

SECOND PARTY:

Cordell Family Limited Partnership,
By: Cordell Interests GP, LLC

By: William E. Cordell, its Authorized Member

THE STATE OF TEXAS §

COUNTY OF CALHOUN §

CERTIFICATE OF ACKNOWLEDGMENT

Before me, the undersigned Notary Public, on this day personally appeared Richard Meyer, County Judge, who is personally known to me (or proved to me on the oath of _____ or through _____) to be the person whose name is subscribed to the foregoing instrument, and who has acknowledged to me that he executed the instrument for the purposes and considerations expressed.

Given under my hand and seal of office on the ____ day of _____, 2024.

Notary Public in and for The State of Texas

THE STATE OF TEXAS §

COUNTY OF CALHOUN §

CERTIFICATE OF ACKNOWLEDGMENT

Before me, the undersigned Notary Public, on this day personally appeared Cordell Family Limited Partnership, by Cordell Interests GP, LLC, by William E. Cordell, its authorized member, who is personally known to me (or proved to me on the oath of _____ or through _____) to be the person whose name is subscribed to the foregoing instrument, and who has acknowledged to me that he executed the instrument for the purposes and considerations expressed.

Given under my hand and seal of office on the ____ day of _____, 2024.

Notary Public in and for The State of Texas

AFTER RECORDING, RETURN TO:

Roberts, Odefey, Witte & Wall, LLP

P.O. Box 9

Port Lavaca, Texas 77979

STATE OF TEXAS §

COUNTY OF CALHOUN §

Cordell Streets

Field notes describing a 0.142 acre tract of land comprised of a part of Alamo Street, Maxwell Street and Thomas Avenue adjoining Lots 2 and 3, Block 142 as platted in Bayside Beach Unit 2, Lots 121-150 in Volume Z, Page 46, Plat Records of Calhoun County, Texas, in the Juan Cano League, Abstract Number 5 in Calhoun County, Texas. Said 0.142 acres being more fully described by metes and bounds as follows:

All bearings, distances, and acreages are grid and are referenced to the State Plane Coordinate System, NAD 83, Texas South Central Zone, U. S. Survey feet. The mapping angle is $+01^{\circ}13'33''$ and the scale factor is 0.999963901. All records cited are recorded in the Calhoun County Deed, Plat, or Official Public Records. A plat and report of even date accompany this description.

BEGINNING at a 'SHINE' capped rod set at the northwest corner of Lot 3 Block 142 Bayside Beach Unit 2, Lots 121-150, and in the east line of Maxwell Street having a Texas State Plane coordinate value of N: 13,381,899.11' and E: 2,771,070.49' from which NGS monument 'Indianola 2-1934' bears $N48^{\circ}13'37''W$ 5195.98 feet and Concrete Monument stamped "NWC Cleaver" bears $S11^{\circ}24'51''E$ 180.85 feet;

THENCE South $23^{\circ}04'15''$ West along the west line of Maxwell Street 120.00 feet to a point for corner at the northeast intersection of Alamo Street and Maxwell Street;

THENCE South $66^{\circ}53'36''$ East along the north line of said Alamo Street 89.72 feet to point for corner at the intersection of the north line of Alamo Street with the northwest line of Thomas Avenue;

THENCE North $61^{\circ}17'07''$ East along the northwest line of Thomas Avenue 16.61 feet to a point for corner in the east line of said Lot 2;

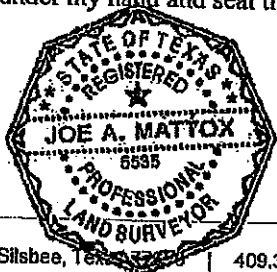
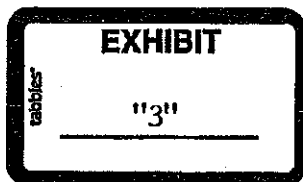
THENCE South $23^{\circ}04'15''$ West across Thomas Avenue and Alamo Street 38.06 feet to a 'SHINE' capped rod set in the centerline of said Alamo Street;

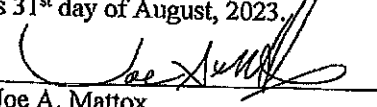
THENCE North $66^{\circ}53'36''$ West with the centerline of Alamo Street 125.00 feet to a 'SHINE' capped rod in the centerline of Maxwell Street;

THENCE North $23^{\circ}04'15''$ East with the centerline of Maxwell Street 145.00 feet to a 'SHINE' capped rod set;

THENCE South $66^{\circ}53'36''$ East across Maxwell Street 25.00 feet to the PLACE AND POINT OF BEGINNING containing 0.142 acres of land.

I do hereby certify that this description is the result of an actual survey, plat, and report made by me on the ground and according to law and that the limits, boundaries, and corners are truly described just as I found or set them. Given under my hand and seal this 31st day of August, 2023.




Joe A. Mattox
Licensed State Land Surveyor
Registered Professional Land Surveyor No. 5535

ROOF END

ROOF JOIST

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DEED OF EXCHANGE

DATE: April 17, 2024

FIRST PARTY: County of Calhoun

FIRST PARTY'S ADDRESS: 211 S. Ann, Port Lavaca, Calhoun County, TX 77979

SECOND PARTY: Cecil E. Anderson

SECOND PARTY'S ADDRESS: 2705 Hutchins Lane, El Campo, Texas 77437

FIRST CONVEYANCE:

CONSIDERATION: For and in consideration of the exchange for that certain tract of land described in Second Conveyance below.

PROPERTY:

Tract I: Lot Nine (9), Block One Hundred Thirty Eight (138), Bayside Beach Unit 2, according to plat of said subdivision recorded in Volume Z, Page 40, and amended in Volume Z, Page 124, Plat Records of Calhoun County, Texas, together with all improvements situated thereon.

Tract II: A 0.203 acre tract of land being a portion of Alamo Street and Maxwell Street as platted in Bayside Beach Unit 2, in Volume Z, Page 46, Plat Records of Calhoun County, Texas, through the occupied location of Lot 1 and Lot 12, Block 137 per surveys by Dennis Ellis circa 1989 in the Juan Cano League, Abstract Number 5 in Calhoun County, Texas. Said 0.203 acres being more fully described by metes and bounds in attached Exhibit "4" hereto, also being described as Exhibit "4" in Order Declaring Closure.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

- (1) Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any

encroachments or overlapping of improvements; all rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of the Calhoun County County-Wide Drainage District.

- (2) Taxes for 2024, the payment of which Second Party assumes; and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Second Party assumes.

First Party, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, **grants, sells and conveys** to Second Party the property, together with all and singular the rights and appurtenances thereto in any wise belonging, **to have and hold it** to Second Party, Second Party's heirs, executors, administrators, successors, or assigns forever. First Party hereby binds First Party and First Party's successors and assigns to **warrant and forever defend** all and singular the property to Second Party and Second Party's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty.

SECOND CONVEYANCE:

CONSIDERATION: For and in consideration of the exchange for that certain tract of land described in First Conveyance above.

PROPERTY: Lot Twelve (12), Block One Hundred Thirty Seven (137), Bayside Beach Unit 2, according to plat of said subdivision recorded in Volume Z, Page 40, and amended in Volume Z, Page 124, Plat Records of Calhoun County, Texas, together with all improvements situated thereon.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

- (1) Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; all rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of the Calhoun County County-Wide Drainage District.

(2) Taxes for 2024, the payment of which First Party assumes; and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which First Party assumes.

Second Party, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, **grants, sells and conveys** to First Party the property, together with all and singular the rights and appurtenances thereto in any wise belonging, **to have and hold it** to First Party, First Party's successors and assigns forever. Second Party hereby binds Second Party and Second Party's heirs, executors, administrators, and successors to **warrant and forever defend** all and singular the property to First Party and First Party's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty.

It is expressly agreed that any liens that would arise in favor of either party by operation of law, by reason of the exchange of property, shall not exist in favor of either party against the other, and any and all implied liens so arising are expressly waived and released by the parties hereto.

When the context requires, singular nouns and pronouns include the plural.

This Deed was prepared with information provided by the parties. Roberts, Odefey, Witte & Wall, LLP, Attorneys at Law, did not perform any title research. Our preparation of these documents did not include research as to ownership of the property, encroachments, taxes, judgments or other liens, or access to the property. This law firm has undertaken no duty with respect to the quality or quantity of the title or other interest. This law firm will not act as the reporting agent for IRS 1099 S reporting requirements.

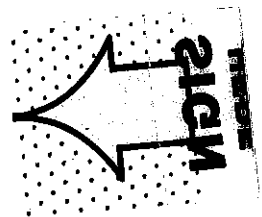
FIRST PARTY:

County of Calhoun

SECOND PARTY:

By: Richard Meyer, County Judge

Cecil E. Anderson



THE STATE OF TEXAS §

COUNTY OF CALHOUN §

CERTIFICATE OF ACKNOWLEDGMENT

Before me, the undersigned Notary Public, on this day personally appeared Richard Meyer, County Judge, who is personally known to me (or proved to me on the oath of _____ or through _____) to be the person whose name is subscribed to the foregoing instrument, and who has acknowledged to me that he executed the instrument for the purposes and considerations expressed.

Given under my hand and seal of office on the ____ day of _____, 2024.

Notary Public in and for The State of Texas

THE STATE OF TEXAS §

COUNTY OF CALHOUN §

CERTIFICATE OF ACKNOWLEDGMENT

Before me, the undersigned Notary Public, on this day personally appeared Cecil E. Anderson, who is personally known to me (or proved to me on the oath of _____ or through _____) to be the person whose name is subscribed to the foregoing instrument, and who has acknowledged to me that he executed the instrument for the purposes and considerations expressed.

Given under my hand and seal of office on the ____ day of _____, 2024.

Notary Public in and for The State of Texas

AFTER RECORDING, RETURN TO:
Roberts, Odefey, Witte & Wall, LLP
P.O. Box 9
Port Lavaca, Texas 77979

STATE OF TEXAS §

COUNTY OF CALHOUN §

Anderson Street

Field notes describing a 0.203 acre tract of land being a portion of Alamo Street and Maxwell Street as platted in Bayside Beach Unit 2, in Volume Z, Page 46, Plat Records of Calhoun County, Texas, through the occupied location of Lot 1 and Lot 12, Block 137 per surveys by Dennis Ellis circa 1989 in the Juan Cano League, Abstract Number 5 in Calhoun County, Texas. Said 0.203 acres being more fully described by metes and bounds as follows:

All bearings, distances, and acreages are grid and are referenced to the State Plane Coordinate System, NAD 83, Texas South Central Zone, U. S. Survey feet. The mapping angle is $+01^{\circ}13'33''$ and the scale factor is 0.999963901. All records cited are recorded in the Calhoun County Deed, Plat or Official Public Records. A plat and report of even date accompany this description.

COMMENCING at a 'SHINE' capped rod set at the northwest corner of Lot 3, Block 142 Bayside Beach Unit 2, Lots 121-150, and in the east line of Maxwell Street having a Texas State Plane coordinate value of N: 13,381,899.11' and E: 2,771,070.49' from which NGS monument 'Indianola 2-1934' bears $N48^{\circ}13'37''W$ 5195.98 feet and Concrete Monument stamped "NWC Cleaver" bears $S11^{\circ}24'51''E$ 180.85 feet;

THENCE North $66^{\circ}53'16''$ West across Maxwell Street a distance of 25.00 feet to a 'SHINE' rod set in the centerline of said Maxwell Street and being the PLACE OF BEGINNING of the herein described tract, having a Texas State Plane coordinate value of N: 13,381,908.92' and E: 2,771,047.50';

THENCE South $23^{\circ}04'15''$ West with the centerline of Maxwell Street 254.99 feet to a 1/2" iron rod set with cap 'SHINE' at the southerly southeast corner of the herein described tract;

THENCE North $66^{\circ}55'45''$ West across Maxwell Street 25.00 feet to a 'SHINE' capped rod set at the southeast corner of the occupied portion of Lot 1, Block 137, based on survey work performed by Dennis Ellis, circa 1989;

THENCE North $23^{\circ}04'15''$ East along the west line of Maxwell Street for a distance of 85.01 feet to a 'SHINE' capped rod set at the southwest intersection of Alamo Street and Maxwell Street;

THENCE North $66^{\circ}53'35''$ West along the south line of Alamo Street for a distance of 49.73 feet to a 'SHINE' capped rod set in the said occupied west line of said Lot 1, Block 137;

THENCE North $23^{\circ}02'52''$ East along the said occupied west line of Lot 1, Block 137, at 19.46 feet pass a 2" iron pipe pointed out by Mr. Anderson to be on said line, and continuing along the occupied west line of Lot 12, Block 137 for a total distance of 50.00 feet to a 'SHINE' capped rod set in the north line of Alamo Street;

THENCE South $66^{\circ}53'35''$ East along the north line of Alamo Street for a distance of 49.75 feet to a 'SHINE' capped rod set at the northwest intersection of Alamo Street and Maxwell Street;

THENCE North $23^{\circ}04'15''$ East along the west line of Maxwell Street for a distance of 120.00 feet to a 'SHINE' capped rod set for the most northerly northwest corner of the herein described tract;

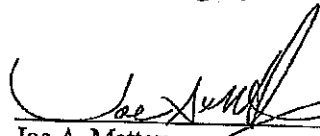
EXHIBIT

"4"

THENCE South 66°53'16" East across said Maxwell Street for a distance of 25.00 feet to the PLACE
AND POINT OF BEGINNING containing 0.203 acres of land.

I do hereby certify that this description is the result of an actual survey, plat and report made by me on
the ground and according to law, and that the limits, boundaries and corners are truly described just as I
found or set them. Given under my hand and seal this 31st day of August, 2023.




Joe A. Mattox
Licensed State Land Surveyor
Registered Professional Land Surveyor No. 5535

Survey of 0.203 Acres

Being Parts of Alamo Street and Maxwell Street
within the occupied position of Lot 1 and Lot 12, Block 137
per surveys by Dennis Ellis circa 1989,
in Bayshore Beach Unit 2 Lots 121-150, Volume 2 Page 46
Plat Records Calhoun County, Texas
in the Juan Camp Survey, Abstract 5, Calhoun County, Texas

Line #	Direction	Length
L202	S 23° 04' 15" W	254.96'
L203	N 66° 55' 45" W	25.00'
L204	N 23° 04' 15" E	85.01'
L205	N 66° 53' 35" W	48.73'
L206	N 23° 02' 52" E	50.00'
L207	S 66° 53' 35" E	48.75'
L208	N 23° 04' 15" E	120.00'
L209	S 66° 53' 16" E	25.00'

SEE REPORT FIELD
NOTE DESCRIPTIONS,
AND OTHER DRAWINGS.



2022 Approx. Shoreline
from Aerial Imagery

MATAGORDA BAY

Paul Lewis
Lots 2 & 11,
Block 137

Cecil & Jean
Anderson
Lots 1 & 12,
Block 137

Cordell Family
Lots 4 & 5,
Block 142
Vol. 213, Pg. 312

Johnny R. Salas
2022-02-15
Lot 6 & Pt of Lot 7
Block 142

Sherry Darlene Miller
2021-03-23
17.8' of Lot 7
and all of Lot 8,
Block 142 and
Lots 8 & 9
Block 143

MATAGORDA BAY

Stephen Clark
Lots 6, 7, 10
& 11, Block 143

2022 Approx. Shoreline
from Aerial Imagery

Ocean Drive

ALAMO STREET (50')

THOMAS AVE (50')

OLD LONG STAMING FENCE

SCALE: 1" = 60'

SHINE Shine | DCCM | Txsury F-10040800
330 N 4th St, Silsbee, TX 77586
DCCM 409.385.9383 | ShineandAssociates.com

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Donation Deed

Date: April 17, 2024

Donors: Sherry Darlene Miller and Duane E. Miller
312 S. Ocean Drive
Port Lavaca, Texas 77979

Donee: Calhoun County, Texas
211 S. Ann
Port Lavaca, Texas 77979

Consideration:

Charitable purposes.

Property (including any improvements):

17.8' of Lot Seven (7) and all of Lot Eight (8), Block One Hundred Forty Two (142), Bayside Beach Unit 2, according to plat of said subdivision recorded in Volume Z, Page 40, and amended in Volume Z, Page 124, Plat Records of Calhoun County, Texas.

SUBJECT to any and all easements, restrictions, reservations, and documents appearing of record affecting the hereinabove described property.

Reservations from Conveyance: None.

Exceptions to Conveyance and Warranty: None, except all easements, restrictions, reservations or any other documents appearing of record affecting the above described property.

Donor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, gives, and conveys to Donee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Donee and Donee's successors and assigns forever. Donor binds Donor and Donor's heirs and assigns to warrant and forever defend all and singular the Property to Donee and Donee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

This Deed was prepared with information provided by the parties. Roberts, Odefey, Witte & Wall, LLP, Attorneys at Law, did not perform any title research. Our preparation of these documents did not include research as to ownership of the property, encroachments, taxes, judgments or other liens, or access to the property. This law firm has undertaken no duty with respect to the quality or quantity of the title or other interest. This law firm will not act as the reporting agent for IRS 1099 S reporting requirements.

Sherry Darlene Miller

Duane E. Miller

STATE OF OREGON §
 §
COUNTY OF CALHOUN §

CERTIFICATE OF ACKNOWLEDGMENT

Before me, the undersigned Notary Public, on this day personally appeared Sherry Darlene Miller and Duane E. Miller, who is personally known to me (or proved to me on the oath of _____ or through _____) to be the person whose name is subscribed to the foregoing instrument, and who has acknowledged to me that he/she executed the instrument for the purposes and considerations expressed.

Given under my hand and seal of office on the ____ day of _____, 2024.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Roberts, Odefey, Witte & Wall, LLP
P. O. Box 9
Port Lavaca, Texas 77979



November 20, 2023

The Honorable Richard Meyer
Calhoun County Commissioners
202 S. Ann
Port Lavaca, Texas 77979

Re: Cordell Family LP, Cecil B. Anderson, Johnny R. and Charlyn S. Sciacca's intent to exchange interest in property

Dear Judge Meyer and Calhoun County Commissioners:

Regarding the above-listed parties' intent to exchange interest in property in Bayside Beach Unit #2, Calhoun County Texas, please see enclosed plat and legal descriptions for all three properties. A portion of all three tracts is currently in the water. The submerged property will help the county secure grants for erosion control along Ocean Drive. There is an equal amount of property for each party to exchange with Calhoun County. A notice of intent ad, with legal description of all three properties, has run for 3 consecutive weeks in the local newspaper.

I have been a realtor in Calhoun County for 51+ years. It is my considered opinion that this is a fair exchange of property for property, equal in value. Please do not hesitate to call me at 361-920-6313 if you have any questions or if I can be of help with any future endeavors.

Sincerely,

A handwritten signature in black ink that reads "Russell Cain". The signature is fluid and cursive, matching the style of the logo above.

Russell Cain

Enclosures

2025 N Hwy 35
Port Lavaca, Texas 77979
361-552-6313 Office
361-552-1919 Fax
rc@russelcain.com
www.russelcain.com

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF CALHOUN §

**NOTICE OF INTENT TO EXCHANGE INTEREST IN PROPERTY
IN BAYSIDE BEACH UNIT NO 2, CALHOUN COUNTY, TEXAS**

Please take notice that the Commissioners Court of Calhoun County, Texas will consider the exchange of property described below between the County and Cordell Family, LP, Cecil E. Anderson, and Johnny R. and Charlyn S. Sciacca said property being located in Bayside Beach Unit No. 2, Calhoun County, Texas. Said exchange will be considered after three consecutive weeks of publication, with the dated of the first publication being before the 20th day before the date of exchange.

Tract 1 Property to be Exchanged Sciacca to County: Lots 6 and 7 in Block 142, Bayside Beach, Unit 2, Calhoun County, Texas, according to the plat of said subdivision recorded in Volume Z, Page 40 and amended in Volume Z, Page 124, Plat Records of Calhoun County, Texas, SAVE AND EXCEPT HOWEVER, that portion of Lot 7 in Block 142 conveyed in a Deed dated February 1, 1962, from R. C. Cleaver and wife, Annie Ballon Cleaver to Gorman W. Walton, recorded in Volume 182, Page 762, Deed Records of Calhoun County, Texas; in exchange for Tract 2 Property to be Exchanged County to Sciacca: Lot 1, Block 142, Bayside Beach, Unit 2, according to the plat of said subdivision recorded in Volume Z, Page 40 and amended in Volume Z, Page 124, Plat Records of Calhoun County, Texas.

Tract 3 Property to be Exchanged Cordell to County: Lots 4 and 5, Block 142, Bayside Beach, Unit 2, according to the plat of said subdivision recorded in Volume Z, Page 40 and amended in Volume Z, Page 124, Plat Records of Calhoun County, Texas, in exchange for Tract 4 Property to be Exchanged County to Cordell: Lots 2 and 3, Block 142, Bayside Beach, Unit 2, according to the plat of said subdivision recorded in Volume Z, Page 40 and amended in Volume Z, Page 124, Plat Records of Calhoun County, Texas.

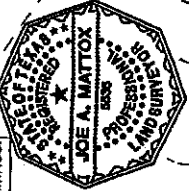
Tract 5 Property to be Exchanged Anderson to County: Lot 12, Block 137, Bayside Beach, Unit 2, according to the plat of said subdivision recorded in Volume Z, Page 40 and amended in Volume Z, Page 124, Plat Records of Calhoun County, Texas, in exchange for Lot 9, Block 138, Bayside Beach, Unit 2, according to the plat of said subdivision recorded in Volume Z, Page 40 and amended in Volume Z, Page 124, Plat Records of Calhoun County, Texas.

Anne Marie Odefey
Attorney for Cordell Family, LP, Cecil E.
Anderson, and Johnny R. and Charlyn S. Sciacca
P. O. Box 9, Port Lavaca, Texas 77979 (361) 552-2971

Line #	Direction	Length
L6	S 23° 04' 15" W	120.00'
L7	S 68° 53' 36" E	89.72'
L8	N 61° 17' 07" E	182.65'
L9	S 66° 53' 36" E	63.61'
L10	S 61° 17' 07" W	152.65'
L11	S 66° 53' 36" E	146.67'
L12	S 21° 33' 18" W	50.02'
L13	N 66° 53' 36" W	301.32'
L14	S 23° 04' 15" W	84.97'
L15	N 66° 55' 45" W	50.00'
L16	N 23° 04' 15" E	86.01'
L17	N 66° 53' 36" W	49.73'
L18	N 23° 02' 52" E	50.00'
L19	S 66° 53' 36" E	49.75'
L20	N 23° 04' 15" E	120.00'
L21	S 66° 53' 16" E	50.00'

PROPOSED ROAD ABANDONMENT
 Survey of 0.870 Acres
 Being parts of Alamo Street,
 Maxwell Street, and Thomas Avenue
 in Bayside Beach Unit 2 Lots 121-150
 Volume Z Page 46
 in the
 Juan Cano Survey
 Abstract 5
 Calhoun County, Texas

• Set capped "Shine"
 Rod, unless otherwise
 noted.



SEE REPORT, FIELD
 NOTE DESCRIPTIONS,
 AND OTHER DRAWINGS.

MATAGORDA BAY

Paul Lewis
 Lots 2 & 11,
 Block 137

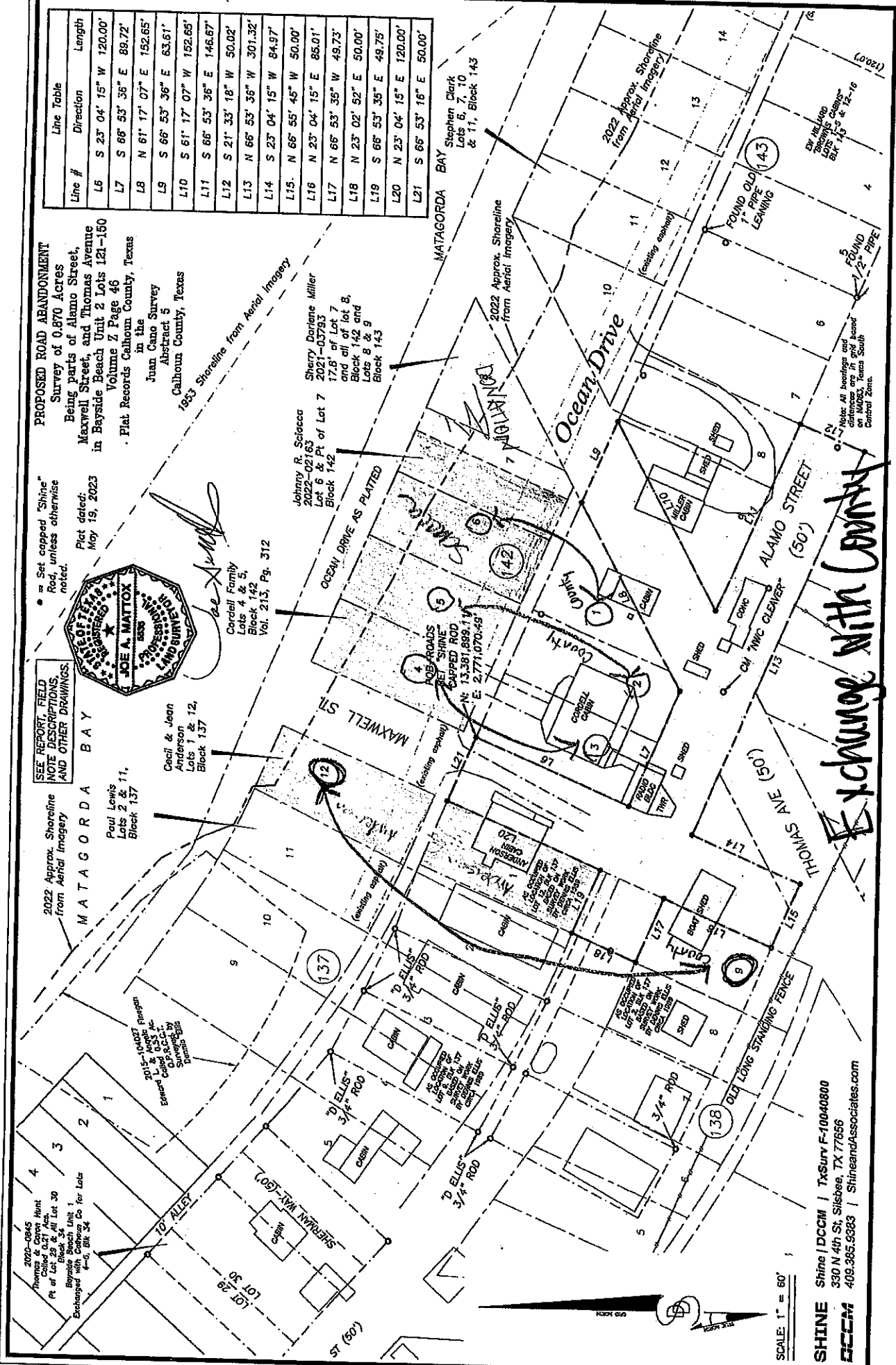
Cecil & Jean
 Anderson
 Lots 1 & 12,
 Block 137

Cordell Family
 Lots 4 & 5,
 Block 142
 Vol. 213, Pg. 312

Johnny R. Scioeca
 2022-02163
 Lot 6 & Pt of Lot 7
 Block 142

Sherry Darlene Miller
 2021-03783
 17.8' of Lot 7
 and all of lot 8,
 Block 142 and
 Lots 8 & 9
 Block 143

Stephen Clark
 Lots 6, 7, 10
 & 11, Block 143



SCALE: 1" = 80'

SHINE Shine | DCCM | TxSury F-10040800
 330 N 4th St, Sibley, TX 77856
DCCM 409.385.5383 | ShineandAssociates.com

Exchange With County

Note: All bearings and
 distances are in feet based
 on NAD83, Texas South
 Control Zone.

18

18. Accept Monthly Reports from the following County Offices (RHM)

- I. Texas Agrilife Extension Service –March 2024
 - (1) 4-H and Youth Development
 - (2) Agriculture and Nature Resources
 - (3) Family and Community Health
 - (4) Coastal and Marine
- II. Justice of the Peace, Precinct 4 – March 2024

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

4-H and Youth Development
EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT
March 2024

Miles traveled: County Vehicle 312; Personal Vehicle 276

Selected major activities since last report

March 1 – Dr. Seuss Day at POC Elementary
March 4 – CCISD Wetlands Field Trip
March 5 – Mindful SELF – Seadrift 6th Grade
March 6 – Mindful SELF – Seadrift 7th Grade
 Meeting with 4-H'er and Teacher about Garden Project
 CCF Livestock Meeting
March 7 – 4-H CDM & Livestock Quiz Bowl Practice
March 8 – Youth Marine Career Exploration Camp Planning Meeting
March 11-12 – Houston Livestock Show – Livestock Judging Contest & Food Challenge
March 14 – 4-H CDM & Livestock Quiz Bowl Practice
March 19-20 – CCISD Wetlands Field Trip
March 21 – Texas Plastics Pollution Symposium (Corpus)
March 25 – Gardening with CHS Life Skills Class
 County 4-H Council Meeting
March 27 – Adulting 101

Direct Contacts by:

Office: 4	E-mail: 143	Facebook Posts/Followers: 7 posts/668 followers
Site: 6	Newsletters: 1	Instagram Posts/Followers: 3 posts/249 followers
Phone/Texts: 12	4-H Enrollment: 171 youth; 29 adult volunteers	

Major events for next month – April 2024

April 1 – 4-H CDM & Livestock Quiz Bowl Practice
April 2 – Gardening with CHS Life Skills Class
April 4-5 – D11 4-H Spring Spectacular (Victoria)
April 9 – CCF Steer Tag-In
April 10 – Seadrift & POC Elementaries Egg to Chick
April 17 – Seadrift & POC Elementaries Egg to Chick
April 19-20 – D11 4-H Livestock Judging (College Station)
April 24 – Seadrift & POC Elementaries Egg to Chick
April 25 – Youth Marine Career Exploration Camp Planning Meeting
April 29 – County 4-H Council Meeting

Emilee S. DeForest

Calhoun

CEA – 4-H and Youth Development

March 2024

Texas A&M AgriLife Extension · The Texas A&M University System · College Station, Texas

Eric Huns
4-17-2024

Agriculture and Natural Resources
EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT
March 2024

Miles traveled: County Vehicle: 150 Personal Vehicle: 258

Selected major activities since last report

4th- 6th Houston Livestock Show and Rodeo Jr. Breeding Heifers
12th- Calhoun County Boaters Education Class, Assisted with RJ
12th – Texas Farm Bureau Young Farmer and Rancher Committee Meeting
27th – Adulting 101 Taught proper lawn and garden care.
28th – Calhoun County Cattlemen's Association Meeting

Direct Contacts by:

Office: 7	E-mail: 77	Facebook Posts/Followers: 15 posts/629 followers
Site: 5	Newsletters: 1	Instagram Posts/Followers: 0 Post/ 0 followers
Phone/Texts: 57		

Major events for next month – April 2024

3rd- Baytown Youth Fair Judge Clover kids
4th – Spring Spectacular
4th- 7th – Texas Farm Bureau Spring Conference
9th – Steer Tag in
10th- Interpretation
16th – 18th- D11 A&NR Retreat
21- Hog Clinic
23- Cattlemen's Meeting

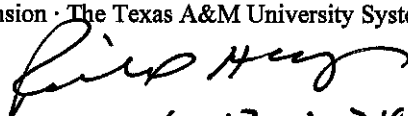
Hailey Hayes

Calhoun

CEA – Agriculture and Natural Resources

April 3, 2024

Texas A&M AgriLife Extension · The Texas A&M University System · College Station, Texas


4-17-24

Family and Community Health
EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT
March 2024

Miles traveled: 608 County Vehicle 20 Personal Vehicle

Selected major activities since last report:

- March Meetings- 5, 7, 8, 12, 14, 25 & 26 Hospital Foundation, Southeast Region Advisory Committee Summit Planning, District 11, Library Board Meeting, Hospital Foundation, Health South Texas, on Learn Grow Eat and Go for CCISD Life Skills, OLG SAC, Volunteer Steering Committee,
- March - EVERY DAY (except weekends and Holidays)- Strong People Strong Bodies Mornings (extension office auditorium), Afternoons (Seadrift School), & Evenings (Auditorium) - 7 classes a week.
- March 1 – Reading at Seadrift School for Dr. Suess Day
- March – 4, 11, 18 and 25 Step Up Scale Down Morning and Evening Classes - 2 Classes each Monday.
- March 6 - County Lunch and Learn Cooking Well with Diabetes
- March 12 – Houston Livestock Rodeo Judging Food Challenge – Three Teams Competing
- March 14 – Wharton County Fair High Point Judging
- March 19-22 Regional Health Summit in Fredericksburg
- March 26 - Cooking Oysters with the Food Classes at CHS
- March 26 – Early Childhood Educators Training
- March 27 – Adulting 101 with Seniors at CHS

Direct Contacts by:

Office: 2 Volunteers: 3 Facebook Page Post 48 Followers 703 Instagram Posts 27
Site: 3 Newsletters: 80 Facebook profile 1025+ Friends 5 posts
Phone/Texts: 70 In Person Educational Participant Contacts – 525

Major events for next month – April 2024

- April Meetings- 2, 15, 16, 18, 29 & 30 District 11, Calhoun County ISD SHAC, OLG SAC, United Way Board, Senior Citizen's Board, Volunteer Steering Committee, & Non-Profit Group Meeting
- April - EVERY DAY (except weekends and Holidays)- Strong People Strong Bodies Mornings (extension office auditorium), Afternoons (Seadrift School), & Evenings (Auditorium) - 7 classes a week.
- April 4 & 5 Spring Spectacular District 11 4-H Contests in Victoria
- April 8 -Total Eclipse just north of us
- April 9 Health Disparities Town Hall with DSHS
- April 18 District 11 Family and Consumer Sciences Organization Meeting
- April 19 & 26 Starting an Exercise Program at the Senior Citizen's Center
- April 23 Adulting 101 at Industrial High School
- April 23 Early Childhood Educator's Training
- April 24 & 25 Food Manager's class for Calhoun and Victoria in Victoria
- April Dinner Tonight in Cuero

Karen P. Lyssy
Name

CEA – Family and Community Health
Title

Calhoun
County

March 2024
Date (Month-Year)

Karen Lyssy
4-17-2024

**Coastal and Marine
EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT
March 2024**

Miles traveled: County Vehicle Personal Vehicle 0

Selected major activities since last report.

3/4 and 3/5 – 5th grade at CCISD Formosa Wetlands
3/7 – Oyster Substrate Meeting with UT Prof. and MAC
3/8 – 4-H Marine Expo planning meeting
3/12 – Boater Ed. Program
3/13 – TX Brigade Board Meeting
3/14 and 3/15 – TPWD Marine First Aid/CPR Program
3/16 – FlatsWorthy Program
3/18 and 3/19 – 7th grade at CCISD Formosa Wetlands
3/21 – Presentation at TX Plastics Pollution Symposium
3/25 and 3/26 – Oyster Farm Program at CHS
3/27 Adulting 101 for CHS Srs.
3/28 – Marine career expo for Golden Crescent Workforce Commission

Direct Contacts by:

Office: 4 E-mail/Letters: 376 Instagram Posts/Followers: 9/990
Site: 2 Newsletters: 0
Phone/Texts: 201 Volunteers: 0

Major events for next month – April 2024

4/2-4/5 – TX Bays and Estuaries Meeting Port Aransas
4/6 – Matagorda Bay Fishing Cooperative Oyster Farm Training Meeting #1
4/11 – Wildlife Management Professional Development in Corpus Christi
4/16 – TXGLO CCT Meeting with City of Port Lavaca
4/18 – Mid Coast Hurricane Conference
4/20 – Adopt-a-Beach Cleanup at Magnolia Beach
4/26-4/28 – TX Hunter Education Instructors Meeting

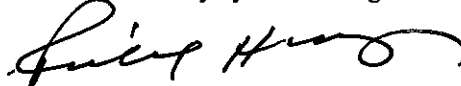
RJ Shelly
Name

Calhoun
County

Coastal and Marine Agent
Title

March 2024
Date (Month-Year)

Texas A&M AgriLife Extension · The Texas A&M University System · College Station, Texas


4-17-2024

**Coastal and Marine
EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT
March 2024**

Miles traveled: County Vehicle Personal Vehicle 0

Selected major activities since last report.

3/4 and 3/5 – 5th grade at CCISD Formosa Wetlands
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3/12 – Boater Ed. Program
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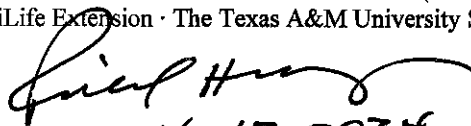
RJ Shelly
Name

Calhoun
County

Coastal and Marine Agent
Title

March 2024
Date (Month-Year)

Texas A&M AgriLife Extension · The Texas A&M University System · College Station, Texas


4-17-2024

CALHOUN COUNTY EXTENSION OFFICE
TRAVEL REPORT TO COMMISSIONER'S COURT

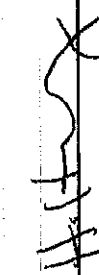
March 2024

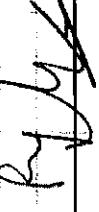
Date	Travel Description*	Miles	Meals	Lodging	Other (Listed)	Other (Cost)
03/04/2024 - 03/06/2024	Formosa Wetlands - La Ward - CMR, 4-H, AGNR - CP	58				
03/11 - 03/12/2024	HLSR Livestock Judging and Food Challenge - Houston - 4-H - PV	276.0				
03/12/2024	HLSR Livestock Food Challenge - Houston - FCH - CV	252.0				
03/14 - 03/15/2024	TPWD Coastal Fisheries First Aid/CPR/AED Training - Dickinson - CMR - CT	250.0				
03/14/2024	Wharton County Fair Judging - Wharton - FCH - CV	90.0				
03/16/2024	Flatsworthy Meeting - Rockport - CMR - CT	110.0				
03/19 - 03/20/2024	Formosa Wetlands - La Ward - CMR, 4-H - CP	116.0				
03/19 - 03/24/2024	Southeast Regional Health Summit - Fredericksburg - FCH - CV	104.0				
03/20 - 03/21/2024	Texas Plastic Pollution Symposium - CMR, 4-H - CP	176.0				
03/25/2024	Oyster Farming Program at Calhoun High School - Port Lavaca - CMR - CT	6.0				
03/26/2024	Oyster Farming Program at Calhoun High School - Port Lavaca - CMR, FCH - CT	6.0				
		1444.0		\$ -		

* CT - denotes use of county truck; PV - denotes use of personal vehicle; CP - denotes agent carpooled to event; CV - denotes use of county van

CEA-AGNR denotes Hailey Hayes; CEA-4-H denotes Emilee DeForest ; CEA-FCH denotes Karen Lyssy; CEA-CMR denotes RJ Shelly

I hereby certify that this is a true and correct report of travel (mileage) and other expenses incurred by me in performance of my official duties for the month shown.



Emilee DeForest
 County Extension Agent
 4-H & Youth Development

Hailey Hayes
 County Extension Agent
 Ag & Natural Resources

Karen Lyssy
 County Extension Agent
 Family & Community Health

R. J. Shelly
 County Extension Agent
 Coastal Marine Resource

Subled King 4-17-2024

Facsimile Cover Sheet

Date: April 8, 2024

Page (s) 4
(Including Cover)

FROM: JUSTICE COURT PCT. 4, CALHOUN COUNTY
103 W. Dallas Street, P.O. Box 520
Seadrift, Texas 77983

FAX: 1-361-785-2179

PHONE: 361-785-7082

TO: County Commissioner Court Office
Attn: Mae Belle Cassel

FAX: 361-553-4444

PHONE: 361-553-4600

Ref: March 2024 – JP4 Monthly Money Distribution Report

Attached is our JP4 Court Monthly Distribution Report.

Wesley J. Hunt
4-17-2024

Please give me a call if you have any questions.

Thank you,
Patsy Spence, JP4 Court Clerk
Judge Wesley J. Hunt

ENTER COURT NAME:		JUSTICE OF PEACE NO. 4
ENTER MONTH OF REPORT		MARCH
ENTER YEAR OF REPORT		2024
CODE	AMOUNT	
CASH BONDS		
ADMINISTRATION FEE - ADMF	60.00	
BREATH ALCOHOL TESTING - BAT		
CONSOLIDATED COURT COSTS - CCC	200.00	
STATE CONSOLIDATED COURT COST- 2020	1,003.73	
LOCAL CONSOLIDATED COURT COST- 2020	226.64	
COURTHOUSE SECURITY - CHS	20.00	
CJP		
CIVIL JUSTICE DATA REPOSITORY FEE - CJDR	0.40	
CORRECTIONAL MANAGEMENT INSTITUTE - CMI		
CR		
CHILD SAFETY - CS		
CHILD SEATBELT FEE - CSBF		
CRIME VICTIMS COMPENSATION - CVC		
DPSC/FAILURE TO APPEAR - OMNI - DPSC	150.00	
ADMINISTRATION FEE FTA/FTP (aka OMNI)- 2020	65.93	
ELECTRONIC FILING FEE - EEF		
FUGITIVE APPREHENSION - FA		
GENERAL REVENUE - GR		
CRIM - IND LEGAL SVCS SUPPORT - IDP	10.00	
JUVENILE CRIME & DELINQUENCY - JCD		
JUVENILE CASE MANAGER FUND - JCMF	15.00	
JUSTICE COURT PERSONNEL TRAINING - JCPT		
JUROR SERVICE FEE - JSF	20.00	
LOCAL ARREST FEES - LAF	95.95	
LEMI		
LEOA		
LEOC		
OCL		
PARKS & WILDLIFE ARREST FEES - PWAF		
STATE ARREST FEES - SAF	10.00	
SCHOOL CROSSING/CHILD SAFETY FEE - SCF		
SUBTITLE C - SUBC	90.00	
STATE TRAFFIC FINES-EST 9.1.19- STF	342.24	
TABC ARREST FEES - TAF		
TECHNOLOGY FUND - TF	20.00	
TRAFFIC - TFC	9.00	
LOCAL TRAFFIC FINE- 2020	20.54	
TIME PAYMENT - TIME	75.00	
TIME PAYMENT REIMBURSEMENT FEE- 2020	8.63	
TRUANCY PREVENTION/DIVERSION FUND - TPDF	10.00	
LOCAL & STATE WARRANT FEES - WRNT	60.00	
COLLECTION SERVICE FEE-MVBA - CSRV	1,226.23	
DEFENSIVE DRIVING COURSE - DDC		
DEFERRED FEE - DFF		
DRIVING EXAM FEE- PROV DL		
FILING FEE - FFEE		
STATE CONSOLIDATED CIVIL FEE - 2022	105.00	
LOCAL CONSOLIDATED CIVIL FEE - 2022	165.00	
FILING FEE SMALL CLAIMS - FFSC		
JURY FEE - JF		
COPIES/CERTIFIED COPIES - CC		
INDIGENT FEE - CIFF or INDIF		
JUDGE PAY RAISE FEE - JPAY	30.00	
SERVICE FEE - SFEE	75.00	
OUT-OF-COUNTY SERVICE FEE		
ELECTRONIC FILING FEE - EEF CV		
EXPUNGEMENT FEE - EXPG		
EXPIRED RENEWAL - EXPR		
ABSTRACT OF JUDGEMENT - AOJ		
AJI, WRITS - WOP / WOE		
DPS FTA FINE - DPSF		
LOCAL FINES - FINE	3,003.81	
LICENSE & WEIGHT FEES - LWF		
PARKS & WILDLIFE FINES - PWF		
SEATBELT/UNRESTRAINED CHILD FINE - SEAT		
JUDICIAL & COURT PERSONNEL TRAINING-JCPT		
* OVERPAYMENT (OVER \$10) - OVER		
* OVERPAYMENT (\$10 AND LESS) - OVER		
RESTITUTION - REST		
PARKS & WILDLIFE-WATER SAFETY FINES-WSF		
MARINE SAFETY PARKS & WILDLIFE - MSO		
TOTAL ACTUAL MONEY RECEIVED	\$7,108.10	
TYPE:	AMOUNT	
TOTAL WARRANT FEES	50.00	
ENTER LOCAL WARRANT FEES	50.00	RECORD ON TOTAL PAGE OF HILL COUNTRY SOFTWARE MO. REPORT
STATE WARRANT FEES	50.00	RECORD ON TOTAL PAGE OF HILL COUNTRY SOFTWARE MO. REPORT
DUE TO OTHERS:	AMOUNT	
DUE TO CCISD - 50% of Fine on JV cases	0.00	PLEASE INCLUDE D.R. REQUESTING DISBURSEMENT
DUE TO DA RESTITUTION FUND	0.00	PLEASE INCLUDE D.R. REQUESTING DISBURSEMENT
REFUND OF OVERPAYMENTS	0.00	PLEASE INCLUDE D.R. REQUESTING DISBURSEMENT
OUT-OF-COUNTY SERVICE FEE	0.00	PLEASE INCLUDE D.R. REQUESTING DISBURSEMENT
CASH BONDS	0.00	PLEASE INCLUDE D.R. REQUESTING DISBURSEMENT (IF REQUIRED)
TOTAL DUE TO OTHERS	\$0.00	
TREASURERS RECEIPTS FOR MONTH:	AMOUNT	
CASH, CHECKS, M.O.s & CREDIT CARDS	\$7,108.10	Calculate from ACTUAL Treasurer's Receipts
TOTAL TREAS. RECEIPTS	\$7,108.10	

David King
4-17-2024

MONTHLY REPORT OF COLLECTIONS AND DISTRIBUTIONS

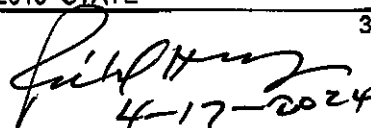
4/3/2024

COURT NAME: JUSTICE OF PEACE NO. 4

MONTH OF REPORT: MARCH

YEAR OF REPORT: 2024

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
CR 1000-001-45014	FINES	3,003.81
CR 1000-001-44190	SHERIFF'S FEES	153.95
ADMINISTRATIVE FEES:		
	DEFENSIVE DRIVING	0.00
	CHILD SAFETY	0.00
	TRAFFIC	29.54
	ADMINISTRATIVE FEES	115.93
	EXPUNGEMENT FEES	0.00
	MISCELLANEOUS	0.00
	TOTAL ADMINISTRATIVE FEES	145.47
CR 1000-001-44364	CONSTABLE FEES-SERVICE	75.00
CR 1000-001-44010	JP FILING FEES	0.00
CR 1000-001-44064	COPIES / CERTIFIED COPIES	0.00
CR 1000-001-44090	OVERPAYMENTS (LESS THAN \$10)	0.00
CR 1000-001-49110	TIME PAYMENT REIMBURSEMENT FEE	8.63
CR 1000-001-44322	SCHOOL CROSSING/CHILD SAFETY FEE	0.00
CR 1000-001-44145	DUE TO STATE-DRIVING EXAM FEE	0.00
CR 1000-999-20741	DUE TO STATE-SEATBELT FINES	0.00
CR 1000-999-20744	DUE TO STATE-CHILD SEATBELT FEE	0.00
CR 1000-999-20745	DUE TO STATE-OVERWEIGHT FINES	0.00
CR 1000-999-20746	DUE TO JP COLLECTIONS ATTORNEY	1,226.23
CR 1000-999-20770	TOTAL FINES, ADMIN. FEES & DUE TO STATE	\$4,613.09
CR 2670-001-44064	COURTHOUSE SECURITY FUND	\$94.32
CR 2720-001-44064	JUSTICE COURT SECURITY FUND	\$5.00
CR 2719-001-44064	JUSTICE COURT TECHNOLOGY FUND	\$84.75
CR 2699-001-44064	JUVENILE CASE MANAGER FUND	\$15.00
CR 2730-001-44064	LOCAL TRUANCY PREVENTION & DIVERSION FUND	\$80.94
CR 2669-001-44064	COUNTY JURY FUND	\$1.62
CR 2728-001-44064	JUSTICE COURT SUPPORT FUND	\$125.00
CR 2677-001-44064	COUNTY DISPUTE RESOLUTION FUND	\$25.00
CR 2725-001-44064	LANGUAGE ACCESS FUND	\$15.00
STATE ARREST FEES		
	DPS FEES	2.00
	P&W FEES	0.00
	TABC FEES	0.00
	TOTAL STATE ARREST FEES	2.00
CR 7020-999-20740	CCC-GENERAL FUND	20.00
CR 7070-999-20610	CCC-STATE	180.00
CR 7070-999-20740		200.00
DR 7070-999-10010		
CR 7072-999-20610	STATE CCC- GENERAL FUND	100.37
CR 7072-999-20740	STATE CCC- STATE	903.36
DR 7072-999-10010		1,003.73
CR 7860-999-20610	STF/SUBC-GENERAL FUND	4.50
CR 7860-999-20740	STF/SUBC-STATE	85.50
DR 7860-999-10010		90.00
CR 7860-999-20610	STF- EST 9/1/2019- GENERAL FUND	13.69
CR 7860-999-20740	STF- EST 9/1/2019- STATE	328.55
DR 7860-999-10010		342.24



MONTHLY REPORT OF COLLECTIONS AND DISTRIBUTIONS

4/3/2024

COURT NAME: JUSTICE OF PEACE NO. 4

MONTH OF REPORT: MARCH

YEAR OF REPORT: 2024

CR 7950-999-20610

CR 7950-999-20740

TP-GENERAL FUND

TP-STATE

37.50

37.50

DR 7950-999-10010

75.00

MONTHLY REPORT OF COLLECTIONS AND DISTRIBUTIONS

4/3/2024

COURT NAME: JUSTICE OF PEACE NO. 4
 MONTH OF REPORT: MARCH
 YEAR OF REPORT: 2024

CR 7480-999-20610	CIVIL INDIGENT LEGAL-GEN. FUND	0.00
CR 7480-999-20740	CIVIL INDIGENT LEGAL-STATE	0.00
DR 7480-999-10010		<u>0.00</u>
CR 7865-999-20610	CRIM-SUPP OF IND LEG SVCS-GEN FUND	1.00
CR 7865-999-20740	CRIM-SUPP OF IND LEG SVCS-STATE	9.00
DR 7865-999-10010		<u>10.00</u>
CR 7970-999-20610	TL/FTA-GENERAL FUND	53.33
CR 7970-999-20740	TL/FTA-STATE	106.67
DR 7970-999-10010		<u>160.00</u>
CR 7505-999-20610	JPAY - GENERAL FUND	3.00
CR 7505-999-20740	JPAY - STATE	27.00
DR 7505-999-10010		<u>30.00</u>
CR 7857-999-20610	JURY REIMB. FUND- GEN. FUND	2.00
CR 7857-999-20740	JURY REIMB. FUND- STATE	18.00
DR 7857-999-10010		<u>20.00</u>
CR 7856-999-20610	CIVIL JUSTICE DATA REPOS.- GEN FUND	0.04
CR 7856-999-20740	CIVIL JUSTICE DATA REPOS.- STATE	0.36
DR 7856-999-10010		<u>0.40</u>
CR 7502-999-20740	JUD/CRT PERSONNEL TRAINING FUND- STATE	0.00
DR 7502-999-10010		<u>0.00</u>
7998-999-20740	TRUANCY PREVENT/DIV FUND - STATE	5.00
7998-999-20701	JUVENILE CASE MANAGER FUND	5.00
DR 7998-999-10010		<u>10.00</u>
7403-999-22889	ELECTRONIC FILING FEE - CV STATE	0.00
DR 7403-999-22889		<u>0.00</u>
7858-999-20740	STATE CONSOLIDATED CIVIL FEE	105.00
		<u>105.00</u>

TOTAL (Distrib Req to Oper Acct) \$7,108.10

DUE TO OTHERS (Distrib Req Attchd)

CALHOUN COUNTY ISD	0.00
DA - RESTITUTION	0.00
REFUND OF OVERPAYMENTS	0.00
OUT-OF-COUNTY SERVICE F	0.00
CASH BONDS	0.00
PARKS & WILDLIFE FINES	0.00
WATER SAFETY FINES	0.00

TOTAL DUE TO OTHERS \$0.00

TOTAL COLLECTED-ALL FUNDS \$7,108.10

LESS: TOTAL TREASURER'S RECEIPTS \$7,108.10

OVER/(SHORT) \$0.00

Frederic H. [Signature]
 4-17-2024

19. Consider and take necessary action on any necessary budget adjustments. (RHM)

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

COMMISSIONERS' COURT BUDGET ADJUSTMENT APPROVAL LIST

HEARING DATE: Wednesday, April 17, 2024

HEARING TYPE: REGULAR BUDGET YEAR: 2024

FUND NAME GENERAL FUND

FUND NO: 1000

DEPARTMENT NAME: COMMISSIONERS COURT

DEPARTMENT NO: 230

AMENDMENT NO: 6684 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	FUND BAL DECREASE
63603	MAINTENANCE-COMMUNICATION N	999	NO GRANT	\$0	\$0	\$0	\$71,232	\$71,232	
66835	SOFTWARE MAINTENANCE (ANNUA	999	NO GRANT	\$0	\$0	\$71,232	\$0		(\$71,232)
AMENDMENT NO 6684 TOTAL				\$0	\$0	\$71,232	\$71,232	\$0	\$0

COMMISSIONERS COURT TOTAL \$0 \$0 \$71,232 \$71,232 \$0

DEPARTMENT NAME: COUNTY AUDITOR

DEPARTMENT NO: 190

AMENDMENT NO: 6684 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	FUND BAL DECREASE
50495	FIRST ASSISTANT COUNTY AUDITO	999	NO GRANT	\$0	\$0	\$0	\$1,079	\$1,079	
51630	COMP TIME PAY	999	NO GRANT	\$0	\$0	\$1,079	\$0		(\$1,079)
AMENDMENT NO 6684 TOTAL				\$0	\$0	\$1,079	\$1,079	\$0	\$0

COUNTY AUDITOR TOTAL \$0 \$0 \$1,079 \$1,079 \$0

DEPARTMENT NAME: ELECTIONS

DEPARTMENT NO: 270

AMENDMENT NO: 6680 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	FUND BAL DECREASE

COMMISSIONERS' COURT BUDGET ADJUSTMENT APPROVAL LIST

HEARING DATE: Wednesday, April 17, 2024

HEARING TYPE: REGULAR BUDGET YEAR: 2024

FUND NAME GENERAL FUND

FUND NO: 1000

DEPARTMENT NAME: ELECTIONS

DEPARTMENT NO: 270

AMENDMENT NO: 6680 REQUESTOR: ELECTIONS

AMENDMENT REASON: LINE ITEM TRANSFER

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE	REVENUE	EXPENDITURE	EXPENDITURE	FUND BAL
				INCREASE	DECREASE	INCREASE	DECREASE	
63501	MACHINE MAINT-VOTING EQUIP.	999	NO GRANT	\$0	\$0	\$0	\$150	\$150
65835	SOFTWARE MAINTENANCE (ANNUA	999	NO GRANT	\$0	\$0	\$150	\$0	(\$150)
AMENDMENT NO 6680 TOTAL				\$0	\$0	\$150	\$150	\$0

ELECTIONS TOTAL \$0 \$0 \$150 \$150 \$0

DEPARTMENT NAME: EMERGENCY MEDICAL SERVICES DEPARTMENT NO: 345

AMENDMENT NO: 6684 REQUESTOR: COUNTY AUDITOR/OVERDRAWN

AMENDMENT REASON: OVERDRAWN ACCOUNTS

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE	REVENUE	EXPENDITURE	EXPENDITURE	FUND BAL
				INCREASE	DECREASE	INCREASE	DECREASE	
70750	CAPITAL OUTLAY	999	NO GRANT	\$0	\$0	\$0	\$2,695	\$2,695
74050	VEHICLE	999	NO GRANT	\$0	\$0	\$2,695	\$0	(\$2,695)
AMENDMENT NO 6684 TOTAL				\$0	\$0	\$2,695	\$2,695	\$0

EMERGENCY MEDICAL SERVICES TOTAL \$0 \$0 \$2,695 \$2,695 \$0

DEPARTMENT NAME: JUSTICE OF PEACE-PRECINCT #2 DEPARTMENT NO: 460

AMENDMENT NO: 6684 REQUESTOR: COUNTY AUDITOR/OVERDRAWN

AMENDMENT REASON: OVERDRAWN ACCOUNTS

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE	REVENUE	EXPENDITURE	EXPENDITURE	FUND BAL
				INCREASE	DECREASE	INCREASE	DECREASE	

COMMISSIONERS' COURT BUDGET ADJUSTMENT APPROVAL LIST

HEARING DATE: Wednesday, April 17, 2024 HEARING TYPE: REGULAR BUDGET YEAR: 2024

FUND NAME GENERAL FUND FUND NO: 1000

DEPARTMENT NAME: JUSTICE OF PEACE-PRECINCT #2 DEPARTMENT NO: 460

AMENDMENT NO: 6684 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	FUND BAL DECREASE
64230	OMNIBASE PROGRAM SERVICES	999	NO GRANT	\$0	\$0	\$37	\$0		(\$37)
64790	POSTAGE	999	NO GRANT	\$0	\$0	\$0	\$37		\$37
AMENDMENT NO 6684 TOTAL				\$0	\$0	\$37	\$37	\$0	\$0

JUSTICE OF PEACE-PRECINCT #2 TOTAL \$0 \$0 \$37 \$37 \$0

DEPARTMENT NAME: OTHER FINANCING DEPARTMENT NO: 520

AMENDMENT NO: 6681 REQUESTOR: COMMISSIONER PRECINCT #1

AMENDMENT REASON: ADJUST BUDGET FOR TRADE-INS APPROVED IN CC 3/20/24

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE	FUND BAL DECREASE
90005	GAIN/LOSS ON SALE OF ASSETS	999	NO GRANT	\$0	\$0	\$0	\$11,000		\$11,000
AMENDMENT NO 6681 TOTAL				\$0	\$0	\$0	\$11,000		\$11,000

OTHER FINANCING TOTAL \$0 \$0 \$0 \$11,000 \$11,000

DEPARTMENT NAME: REVENUE DEPARTMENT NO: 1

AMENDMENT NO: 6682 REQUESTOR: SHERIFF

AMENDMENT REASON: INSURANCE PROCEEDS FOR DAMAGES TO SO VEHICLE ON 2/21/24 ACCEPTED CC 4/17/24

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE	FUND BAL DECREASE
49150	RECOVERIES-INSURANCE	999	NO GRANT	\$1,506	\$0	\$0	\$0		\$1,506

HEARING TYPE:REGULAR BUDGET YEAR:2024

FUND NO: 1000

DEPARTMENT NO: 1

REQUESTOR: SHERIFF

INSURANCE PROCEEDS FOR DAMAGES TO SO VEHICLE ON 2/21/24 ACCEPTED CC 4/17/24

REVENUE TOTAL	\$1,506	\$0	\$0	\$1,506

DEPARTMENT NO: 540

REQUESTOR: COMMISSIONER PRECINCT #1

ADJUST BUDGET FOR TRADE-INS APPROVED IN CC 3/20/24

AMENDMENT NO 6681 TOTAL	\$0	\$0	\$11,000	\$0	(\$11,000)

REQUESTOR: COUNTY AUDITOR/OVERDRAWN

OVERDRAWN ACCOUNTS

AMENDMENT NO 6684 TOTAL	\$0	\$0	\$2,490	\$2,490	\$0

ROAD AND BRIDGE-PRECINCT #1 TOTAL	\$0	\$0	\$13,490	\$2,490	(\$11,000)

COMMISSIONERS' COURT BUDGET ADJUSTMENT APPROVAL LIST

HEARING DATE: Wednesday, April 17, 2024 HEARING TYPE: REGULAR BUDGET YEAR: 2024

FUND NAME GENERAL FUND FUND NO: 1000

DEPARTMENT NAME: ROAD AND BRIDGE-PRECINCT #2 DEPARTMENT NO: 550

AMENDMENT NO: 6684 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	FUND BAL DECREASE
53510	ROAD & BRIDGE SUPPLIES	999	NO GRANT	\$0	\$0	\$0	\$1,087	\$1,087	(\$1,087)
53580	PIPE	999	NO GRANT	\$0	\$0	\$1,087	\$0	\$1,087	(\$1,087)
AMENDMENT NO 6684 TOTAL				\$0	\$0	\$1,087	\$1,087	\$0	\$0

ROAD AND BRIDGE-PRECINCT #2 TOTAL \$0 \$0 \$1,087 \$1,087 \$0

DEPARTMENT NAME: SHERIFF DEPARTMENT NO: 760

AMENDMENT NO: 6682 REQUESTOR: SHERIFF

AMENDMENT REASON: INSURANCE PROCEEDS FOR DAMAGES TO SO VEHICLE ON 2/21/24 ACCEPTED CC 4/17/24

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE	FUND BAL DECREASE
66464	REPAIRS-INSURANCE RECOVERY	999	NO GRANT	\$0	\$0	\$1,506	\$0	\$1,506	(\$1,506)
AMENDMENT NO 6682 TOTAL				\$0	\$0	\$1,506	\$0	\$0	(\$1,506)

SHERIFF TOTAL \$0 \$0 \$1,506 \$0 (\$1,506)

GENERAL FUND TOTAL \$1,506 \$0 \$91,276 \$89,770 \$0

FUND NAME AIRPORT FUND FUND NO: 2610

DEPARTMENT NAME: NO DEPARTMENT DEPARTMENT NO: 999

COMMISSIONERS' COURT BUDGET ADJUSTMENT APPROVAL LIST

HEARING DATE: Wednesday, April 17, 2024

HEARING TYPE: REGULAR BUDGET YEAR: 2024

FUND NAME AIRPORT FUND

FUND NO: 2610

DEPARTMENT NAME: NO DEPARTMENT

DEPARTMENT NO: 999

AMENDMENT NO: 6684

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)
63630	MACHINERY/EQUIPMENT REPAIRS	999	NO GRANT	\$0	\$0	\$622	\$0	(\$622)
64320	OTHER SERVICES/PROGRAMS	999	NO GRANT	\$0	\$0	\$0	\$622	\$622
AMENDMENT NO 6684 TOTAL				\$0	\$0	\$622	\$622	\$0

NO DEPARTMENT TOTAL	\$0	\$0	\$622	\$622	\$0
AIRPORT FUND TOTAL	\$0	\$0	\$622	\$622	\$0

FUND NAME JUSTICE COURT TECHNOLOGY FUND

FUND NO: 2719

DEPARTMENT NAME: NO DEPARTMENT

DEPARTMENT NO: 999

AMENDMENT NO: 6683

REQUESTOR: JUSTICE COURT TECHNOLOGY FUND

AMENDMENT REASON: ADJUST BUDGET FOR JANUARY 2024 REVENUE

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE (DECREASE)
70751	CAPITAL OUTLAY-JP PCT #1	999	NO GRANT	\$0	\$0	\$219	\$0	(\$219)
70752	CAPITAL OUTLAY-JP PCT #2	999	NO GRANT	\$0	\$0	\$81	\$0	(\$81)
70753	CAPITAL OUTLAY-JP PCT #3	999	NO GRANT	\$0	\$0	\$27	\$0	(\$27)
70754	CAPITAL OUTLAY-JP PCT #4	999	NO GRANT	\$0	\$0	\$16	\$0	(\$16)
70755	CAPITAL OUTLAY-JP PCT #5	999	NO GRANT	\$0	\$0	\$34	\$0	(\$34)
AMENDMENT NO 6683 TOTAL				\$0	\$0	\$377	\$0	(\$377)

NO DEPARTMENT TOTAL	\$0	\$0	\$377	\$0	(\$377)

DEPARTMENT NAME: REVENUE

DEPARTMENT NO: 1

COMMISSIONERS' COURT BUDGET ADJUSTMENT APPROVAL LIST

HEARING DATE: Wednesday, April 17, 2024

HEARING TYPE: REGULAR BUDGET YEAR: 2024

FUND NAME JUSTICE COURT TECHNOLOGY FUND

FUND NO: 2719

DEPARTMENT NAME: REVENUE

DEPARTMENT NO: 1

AMENDMENT NO: 6683 REQUESTOR: JUSTICE COURT TECHNOLOGY FUND

AMENDMENT REASON: ADJUST BUDGET FOR JANUARY 2024 REVENUE

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE		EXPENDITURE		FUND BAL
				INCREASE	DECREASE	INCREASE	DECREASE	INCREASE/DECREASE
44061	FEEES-JUSTICE OF PEACE-PRECINC	999	NO GRANT	\$200	\$0	\$0	\$0	\$200
44062	FEEES-JUSTICE OF PEACE PRECINC	999	NO GRANT	\$74	\$0	\$0	\$0	\$74
44063	FEEES-JUSTICE OF PEACE PRECINC	999	NO GRANT	\$25	\$0	\$0	\$0	\$25
44064	FEEES-JUSTICE OF PEACE PRECINC	999	NO GRANT	\$15	\$0	\$0	\$0	\$15
44065	FEEES-JUSTICE OF PEACE PRECINC	999	NO GRANT	\$31	\$0	\$0	\$0	\$31
46020	INT INC-JUSTICE SYSTEM	999	NO GRANT	\$32	\$0	\$0	\$0	\$32
AMENDMENT NO 6683 TOTAL				\$377	\$0	\$0	\$0	\$377
REVENUE TOTAL				\$377	\$0	\$0	\$0	\$377
JUSTICE COURT TECHNOLOGY FUND TOTAL				\$377	\$0	\$377	\$0	\$0
Grand Total				\$1,883	\$0	\$92,275	\$90,392	\$0

20. Approval of bills and payroll. (RHM)

MMC Bills

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

County Bills

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

Adjourned 10:21am

April 17, 2024

APPROVAL LIST - 2024 BUDGET
COMMISSIONERS COURT MEETING OF

04/17/24

BALANCE BROUGHT FORWARD FROM APPROVAL LIST REPORT PAGE 20

\$305,956.73

FICA PAYROLL 04/12/2024
MEDICARE PAYROLL 04/12/2024
FWH PAYROLL 04/12/2024
NATIONWIDE RETIREMENT SOLUTIONS PAYROLL 04/12/2024
OFFICE OF THE ATTORNEY GENERAL - CHILD SUPPORT PAYROLL 04/12/2024
VOYA PAYROLL 04/12/2024
TEXAS ASSOCIATION OF COUNTIES - UNEMPLOYMENT FUND 1ST QUARTER 2024
TEXAS COUNTY & DISTRICT RETIREMENT SYSTEM MARCH 2024

P/R \$ 62,209.74
P/R \$ 14,549.20
P/R \$ 38,764.97
P/R \$ 1,912.50
P/R \$ 2,121.60
P/R \$ 1,715.00
P/R \$ 2,653.69
P/R \$ 284,351.68

TOTAL VENDOR DISBURSEMENTS:

\$ 714,235.11 ✓

GENERAL FUND TO OPERATION STONE GARDEN - FY2023 (LOAN FOR GRANT PENDING FUNDS)

TOTAL GOVT. INTERFUND TRANSFER AMOUNT:

\$ 97,540.00 ✓

TOTAL AMOUNT FOR APPROVAL:

\$ 811,775.11 ✓

MEMORIAL MEDICAL CENTER

COMMISSIONERS COURT APPROVAL LIST FOR ---April 17, 2024

TOTALS TO BE APPROVED - TRANSFERRED FROM ATTACHED PAGES

TOTAL PAYABLES, PAYROLL AND ELECTRONIC BANK PAYMENTS \$ 926,068.09 ✓

TOTAL TRANSFERS BETWEEN FUNDS \$ 331,324.33 ✓

TOTAL NURSING HOME UPL EXPENSES \$ 878,274.07 ✓

TOTAL INTER-GOVERNMENT TRANSFERS \$

GRAND TOTAL DISBURSEMENTS APPROVED April 17, 2024 \$ 2,135,666.49 ✓

MEMORIAL MEDICAL CENTER

COMMISSIONERS COURT APPROVAL LIST FOR ---April 17, 2024

PAYABLES AND PAYROLL

4/11/2024 Weekly Payables	625,148.39
4/15/2024 SPBS Clinical Equipment Srvc-Contract	9,836.92
4/12/2024 Citibank Credit Card-see attached	3,753.48
4/15/2024 Frontier-phone	1,214.03
4/15/2024 McKesson-340B Prescription Expense	3,102.26
4/15/2024 Amerisource Bergen-340B Prescription Expense	678.99

Prosperity Electronic Bank Payments

4/10/2024 TSYS/Transfirst Merch Fees	4,630.63
4/15/2024 Sales Tax for March 2024	1,913.05
4/15/2024 TCDRS March Retirement	275,260.53
4/8/2024 HPHG - Unauthorized ACH deposited 4/9	0.03
4/9/2024 Clearage-Patient Financing Service	117.37
4/8-4/12/2024 Pay Plus-Patient Claims Processing Fee	412.41

TOTAL PAYABLES, PAYROLL AND ELECTRONIC BANK PAYMENTS \$ **926,068.09**

TRANSFER BETWEEN FUNDS FROM MMC TO NURSING HOMES

4/11/2024 MMC Operating to Solera-correction of nursing home insurance payment deposited into MMC Operating	4,488.00
4/11/2024 MMC Operating to Fort bend-correction of nursing home insurance payment deposited into MMC Operating	204.28
4/11/2024 MMC Operating to Broadmoor-correction of nursing home payment deposited into MMC Operating	1,691.36
4/11/2024 MMC Operating to Golden Creek Healthcare-correction of nursing home insurance payment deposited into MMC Operating	4,844.81
4/11/2024 MMC Operating to Gulf Pointe Plaza - correction of nursing home payment deposited into MMC Operating	95.88
4/11/2024 MMC Operating to Tuscany Village-Change Healthcare funding assistance to cover unpaid claims due to cyber hack - funding deposited into mmc operating	320,000.00

TOTAL TRANSFERS BETWEEN FUNDS \$ **331,324.33**

NURSING HOME UPL EXPENSES

4/15/2024 Nursing Home UPL-Cantex Transfer	719,996.06
4/15/2024 Nursing Home UPL-Nexion Transfer	33,673.88
4/15/2024 Nursing Home UPL-HMG Transfer	13,432.47
4/15/2024 Nursing Home UPL-Tuscany Transfer	34,848.67
4/15/2024 Nursing Home UPL-HSL Transfer	62,965.32

Nursing Home Electronic Bank Payments

4/12/2024 Bethany-returned check payment for resident	1,649.40
4/12/2024 Bethany-returned check payment for resident	1,344.00

TRANSFER OF FUNDS BETWEEN NURSING HOMES

4/15/2024 Gulf Pointe to Ashford - Ashford Claim payment deposited into Gulf Pointe In error	10,364.27

TOTAL NURSING HOME UPL EXPENSES \$ **878,274.07**

TOTAL INTER-GOVERNMENT TRANSFERS \$ **-**

GRAND TOTAL DISBURSEMENTS APPROVED April 17, 2024 \$ **2,135,666.49**

04/11/2024

APR 11 2024

MEMORIAL MEDICAL CENTER

12:47

AP Open Invoice List

0

CALHOUN COUNTY, TEXAS

Due Dates Through: 05/03/2024

ap_open_invoice.template

Vendor# Vendor Name

11237 ✓ 3WON, LLC

Class Pay Code

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 3482		04/11/202	09/01/202	10/01/202			199.00	0.00	0.00	199.00

CREDENTIALING-NORMAN

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
11237	3WON, LLC	199.00	0.00	0.00	199.00

Vendor# Vendor Name

10950 ✓ ACUTE CARE INC

Class Pay Code

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ INV1785		04/11/202	04/01/202	04/20/202			1,850.00	0.00	0.00	1,850.00

RFID FEE / TAGS

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
10950	ACUTE CARE INC	1,850.00	0.00	0.00	1,850.00

Vendor# Vendor Name

14028 ✓ AMAZON CAPITAL SERVICES

Class Pay Code

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 11JW-7MH7-G3RY		03/27/202	03/25/202	04/24/202			34.40	0.00	0.00	34.40

SUPPLIES

✓ 1TC7-V37N-FMWT		03/29/202	03/25/202	04/24/202			91.52	0.00	0.00	91.52

SUPPLIES

✓ 1JLD-F9J9-6JKG		03/29/202	03/27/202	04/26/202			39.66	0.00	0.00	39.66

SUPPLIES

✓ 13WW-PTHQ-CC9H		03/29/202	03/28/202	04/27/202			-23.40	0.00	0.00	-23.40

CREDIT

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
14028	AMAZON CAPITAL SERVICES	142.18	0.00	0.00	142.18

Vendor# Vendor Name

A1360 ✓ AMERISOURCEBERGEN DRUG CORP

Class Pay Code

W

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 3170823939		04/10/202	04/09/202	04/15/202			1,353.45	0.00	0.00	1,353.45

INVENTORY

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
A1360	AMERISOURCEBERGEN DRUG CORP	1,353.45	0.00	0.00	1,353.45

Vendor# Vendor Name

A2218 ✓ AQUA BEVERAGE COMPANY

Class Pay Code

M

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 143618		03/31/202	03/31/202	04/25/202			93.50	0.00	0.00	93.50

WATER

✓ 143619		03/31/202	03/31/202	04/25/202			41.00	0.00	0.00	41.00

WATER

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
A2218	AQUA BEVERAGE COMPANY	134.50	0.00	0.00	134.50

Vendor# Vendor Name

11247 ✓ AVENO NETWORKS

Class Pay Code

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 14591		04/09/202	04/09/202	04/19/202			1,155.00	0.00	0.00	1,155.00

MICROSOFT SOFTWARE

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
11247	AVENO NETWORKS	1,155.00	0.00	0.00	1,155.00

Vendor# Vendor Name

B1220 ✓ BECKMAN COULTER INC

Class Pay Code

M

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 111181068		03/29/202	02/28/202	03/24/202			164.92	0.00	0.00	164.92 ✓
	SUPPLIES									
✓ 111181914		03/29/202	03/03/202	03/28/202			58.87	0.00	0.00	58.87 ✓
	SUPPLIES									
✓ 111216629		03/29/202	03/20/202	04/14/202			164.92	0.00	0.00	164.92 ✓
	SUPPLIES									
✓ 111215384		03/29/202	03/20/202	04/14/202			1,461.03	0.00	0.00	1,461.03 ✓
	SUPPLIES									
✓ 111221248		03/29/202	03/25/202	04/19/202			93.54	0.00	0.00	93.54 ✓
	SUPPLIES									
✓ 111232320		03/29/202	03/29/202	04/23/202			52.64	0.00	0.00	52.64 ✓
	SUPPLIES									
✓ 111231417		03/29/202	03/29/202	04/23/202			222.15	0.00	0.00	222.15 ✓
	SUPPLIES									
✓ 111236149		03/29/202	04/01/202	04/26/202			189.09	0.00	0.00	189.09 ✓
	SUPPLIES									
✓ 111236644		03/29/202	04/01/202	04/26/202			120.84	0.00	0.00	120.84 ✓
	SUPPLIES									
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
	B1220 BECKMAN COULTER INC						2,528.00	0.00	0.00	2,528.00
Vendor#	Vendor Name				Class	Pay Code				
11072	BIO-RAD LABORATORIES, INC									
✓ Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 907102172		03/29/202	03/07/202	04/07/202			2,041.68	0.00	0.00	2,041.68 ✓
	SUPPLIES									
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
	11072 BIO-RAD LABORATORIES, INC						2,041.68	0.00	0.00	2,041.68
Vendor#	Vendor Name				Class	Pay Code				
11224	CABLES AND SENSORS									
✓ Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 167270		03/29/202	03/26/202	04/09/202			150.00	0.00	0.00	150.00 ✓
	SUPPLIES									
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
	11224 CABLES AND SENSORS						150.00	0.00	0.00	150.00
Vendor#	Vendor Name				Class	Pay Code				
C1048	CALHOUN COUNTY				W					
✓ Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 52919763		03/29/202	03/28/202	04/27/202			539.53	0.00	0.00	539.53 ✓
	ELECTRICITY									
✓ 52919246		03/29/202	03/28/202	04/27/202			19.97	0.00	0.00	19.97 ✓
	ELECTRICITY									
✓ 52919244		03/29/202	03/28/202	04/27/202			33,315.81	0.00	0.00	33,315.81 ✓
	ELECTRICITY									
✓ 52919255		03/29/202	03/28/202	04/27/202			1,242.75	0.00	0.00	1,242.75 ✓
	ELECTRICITY									
✓ 040924		04/10/202	04/10/202	04/15/202			150,000.00	0.00	0.00	150,000.00 ✓
	LOAN PMT 10/18									
✓ 040824		04/11/202	04/08/202	04/15/202			346.01	0.00	0.00	346.01 ✓
	STALE CHECKS									
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
	C1048 CALHOUN COUNTY						185,464.07	0.00	0.00	185,464.07
Vendor#	Vendor Name				Class	Pay Code				
C1600	CITIZENS MEDICAL CENTER				W					
✓ Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 2024-19		03/29/202	03/31/202	04/28/202			60,604.62	0.00	0.00	60,604.62 ✓

CRNA MAR 24 COVERAGE

Vendor Totals: Number Name		Class		Gross	Discount	No-Pay	Net			
C1600 CITIZENS MEDICAL CENTER				60,604.62	0.00	0.00	60,604.62			
Vendor#	Vendor Name	Class		Pay Code						
13260	✓ CLSI LOCKBOX									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 1161153		03/29/202	03/20/202	04/09/202			220.00	0.00	0.00	220.00
TESTING										
Vendor Totals: Number Name		Class		Gross	Discount	No-Pay	Net			
13260 CLSI LOCKBOX				220.00	0.00	0.00	220.00			
Vendor#	Vendor Name	Class		Pay Code						
C1166	✓ COASTAL OFFICE SOLUTIONS			W						
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ OE-44940-1		03/01/202	02/22/202	03/03/202			136.00	0.00	0.00	136.00
SUPPLIES										
✓ OE-QT-23749-1		03/29/202	03/27/202	04/06/202			31,250.00	0.00	0.00	31,250.00
ER RECEPTION										
Vendor Totals: Number Name		Class		Gross	Discount	No-Pay	Net			
C1166 COASTAL OFFICE SOLUTIONS				31,386.00	0.00	0.00	31,386.00			
Vendor#	Vendor Name	Class		Pay Code						
13336	✓ COCA COLA SOUTHWEST BEVERAGES									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 40649229008		04/10/202	04/03/202	05/03/202			-125.00	0.00	0.00	-125.00
CREDIT										
✓ 40649229006		04/10/202	04/03/202	05/03/202			930.51	0.00	0.00	930.51
BEVERAGES										
Vendor Totals: Number Name		Class		Gross	Discount	No-Pay	Net			
13336 COCA COLA SOUTHWEST BEVERAGES				805.51	0.00	0.00	805.51			
Vendor#	Vendor Name	Class		Pay Code						
11030	✓ COMBINED INSURANCE									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 040124		04/10/202	04/01/202	04/01/202			501.72	0.00	0.00	501.72
PAYROLL DEDUCT										
Vendor Totals: Number Name		Class		Gross	Discount	No-Pay	Net			
11030 COMBINED INSURANCE				501.72	0.00	0.00	501.72			
Vendor#	Vendor Name	Class		Pay Code						
10509	✓ DA&E									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 21330		03/29/202	03/23/202	04/23/202			1,990.00	0.00	0.00	1,990.00
PROF FEES										
Vendor Totals: Number Name		Class		Gross	Discount	No-Pay	Net			
10509 DA&E				1,990.00	0.00	0.00	1,990.00			
Vendor#	Vendor Name	Class		Pay Code						
D1200	✓ DETAR HOSPITAL			W						
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 040724		04/10/202	04/07/202	04/15/202			456.28	0.00	0.00	456.28
INVENTORY										
Vendor Totals: Number Name		Class		Gross	Discount	No-Pay	Net			
D1200 DETAR HOSPITAL				456.28	0.00	0.00	456.28			
Vendor#	Vendor Name	Class		Pay Code						
10368	✓ DEWITT POTH & SON									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 750274-0		03/27/202	03/21/202	04/15/202			951.87	0.00	0.00	951.87
SUPPLIES										
✓ 750841-0		03/29/202	03/26/202	04/20/202			302.46	0.00	0.00	302.46
SUPPLIES										

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✓	750274-1		04/09/202	03/22/202	04/16/202		59.99	0.00	0.00	59.99	✓	
	SUPPLIES											
✓	751405-0		04/09/202	04/03/202	04/28/202		264.67	0.00	0.00	264.67	✓	
	SUPPLIES											
	Vendor Totals:	Number	Name				Gross	Discount	No-Pay	Net		
		10368	DEWITT POTH & SON				1,578.99	0.00	0.00	1,578.99		
Vendor#	Vendor Name		Class	Pay Code								
11011	✓ DIAMOND HEALTHCARE CORP											
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net	
✓	IN20056165		03/29/202	04/01/202	04/26/202			19,166.67	0.00	0.00	19,166.67	✓
	MAR 24 CPR											
✓	IN20056164		03/29/202	04/01/202	04/26/202			31,144.58	0.00	0.00	31,144.58	✓
	MAR 24 BEHAV HEALTH											
	Vendor Totals:	Number	Name				Gross	Discount	No-Pay	Net		
		11011	DIAMOND HEALTHCARE CORP				50,311.25	0.00	0.00	50,311.25		
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	
✓	MMC033124		03/31/202	03/31/202	04/01/202			90,779.87	0.00	0.00	90,779.87	✓
	PHYSICIAN SERV											
	Vendor Totals:	Number	Name				Gross	Discount	No-Pay	Net		
		10789	DISCOVERY MEDICAL NETWORK INC				90,779.87	0.00	0.00	90,779.87		
Vendor#	Vendor Name		Class	Pay Code								
11291	✓ DOWELL PEST CONTROL											
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net	
✓	26938		03/29/202	03/27/202	04/21/202			260.00	0.00	0.00	260.00	✓
	PEST CONTROL											
✓	26964		03/29/202	03/27/202	04/21/202			505.00	0.00	0.00	505.00	✓
	PEST CONTROL											
✓	26965		03/29/202	03/27/202	04/21/202			160.00	0.00	0.00	160.00	✓
	PEST CONTROL											
✓	26966		03/29/202	03/27/202	04/21/202			105.00	0.00	0.00	105.00	✓
	PEST CONTROL											
	Vendor Totals:	Number	Name				Gross	Discount	No-Pay	Net		
		11291	DOWELL PEST CONTROL				1,030.00	0.00	0.00	1,030.00		
Vendor#	Vendor Name		Class	Pay Code								
10175	✓ DSHS CENTRAL LAB MC2004											
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net	
✓	CN0426-032024		03/29/202	03/29/202	04/23/202			1,372.60	0.00	0.00	1,372.60	✓
	LAB SERV											
	Vendor Totals:	Number	Name				Gross	Discount	No-Pay	Net		
		10175	DSHS CENTRAL LAB MC2004				1,372.60	0.00	0.00	1,372.60		
Vendor#	Vendor Name		Class	Pay Code								
14648	✓ E FRIEDMAN ASSOCIATES INC											
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net	
✓	46357		04/09/202	02/07/202	03/07/202			2,271.00	0.00	0.00	2,271.00	✓
	SINK											
	Vendor Totals:	Number	Name				Gross	Discount	No-Pay	Net		
		14648	E FRIEDMAN ASSOCIATES INC				2,271.00	0.00	0.00	2,271.00		
Vendor#	Vendor Name		Class	Pay Code								
C2510	✓ EVIDENT		M									
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net	
✓	A2404051378		04/11/202	04/05/202	04/06/202			18,757.00	0.00	0.00	18,757.00	✓
	SOFTWARE MAINT											
✓	T2404081378		04/11/202	04/08/202	05/03/202			10,811.58	0.00	0.00	10,811.58	✓
	CODING/CONSULTING											

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
C2510	EVIDENT	29,568.58	0.00	0.00	29,568.58

Vendor#	Vendor Name	Class	Pay Code				
F1400	FISHER HEALTHCARE	M					
✓	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay
✓	1016634		03/29/202	03/26/202	04/20/202		
						Gross	Discount
						4,439.26	0.00
						No-Pay	Net
						0.00	4,439.26
✓	1134514		03/29/202	03/29/202	04/23/202		
						Gross	Discount
						1,020.00	0.00
						No-Pay	Net
						0.00	1,020.00

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
F1400	FISHER HEALTHCARE	5,459.26	0.00	0.00	5,459.26

Vendor#	Vendor Name	Class	Pay Code				
10599	FORVIS						
✓	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay
✓	2041986		03/29/202	03/31/202	04/25/202		
						Gross	Discount
						9,870.00	0.00
						No-Pay	Net
						0.00	9,870.00

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
10599	FORVIS	9,870.00	0.00	0.00	9,870.00

Vendor#	Vendor Name	Class	Pay Code				
12948	GREAT AMERICA FINANCIAL SVCS						
✓	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay
✓	36250504		04/11/202	04/01/202	04/30/202		
						Gross	Discount
						10,576.73	0.00
						No-Pay	Net
						0.00	10,576.73

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
12948	GREAT AMERICA FINANCIAL SVCS	10,576.73	0.00	0.00	10,576.73

Vendor#	Vendor Name	Class	Pay Code				
G0401	GULF COAST DELIVERY						
✓	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay
✓	032924		03/29/202	03/29/202	04/28/202		
						Gross	Discount
						75.00	0.00
						No-Pay	Net
						0.00	75.00

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
G0401	GULF COAST DELIVERY	75.00	0.00	0.00	75.00

Vendor#	Vendor Name	Class	Pay Code				
G1210	GULF COAST PAPER COMPANY	M					
✓	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay
✓	2517089		03/29/202	03/26/202	04/25/202		
						Gross	Discount
						1,394.39	0.00
						No-Pay	Net
						0.00	1,394.39

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
G1210	GULF COAST PAPER COMPANY	3,582.80	0.00	0.00	3,582.80

Vendor#	Vendor Name	Class	Pay Code				
H1100	HAYES ELECTRIC SERVICE	W					
✓	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay
✓	A2240403-01		03/18/202	04/03/202	04/13/202		
						Gross	Discount
						199.00	0.00
						No-Pay	Net
						0.00	199.00

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
H1100	HAYES ELECTRIC SERVICE	280.00	0.00	0.00	280.00

Vendor#	Vendor Name	Class	Pay Code				
✓	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay
✓	A2240318-02		03/29/202	03/18/202	03/28/202		
						Gross	Discount
						280.00	0.00
						No-Pay	Net
						0.00	280.00

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
H1100	HAYES ELECTRIC SERVICE	943.99	0.00	0.00	943.99

Vendor#	Vendor Name	Class	Pay Code								
H0031	HEB CREDIT RECEIVABLES DEPT308										
✓	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓	4311		03/29/202	03/27/202	04/25/202			874.87	0.00	0.00	874.87 ✓
Vendor Totals:				Number	Name			Gross	Discount	No-Pay	Net
				H0031	HEB CREDIT RECEIVABLES DEPT308			874.87	0.00	0.00	874.87
Vendor#	Vendor Name	Class	Pay Code								
14872	HOLLAND & KNIGHT LLP										
✓	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓	33347134		04/01/202	04/03/202	04/03/202			292.50	0.00	0.00	292.50 ✓
				PROF SERV							
Vendor Totals:				Number	Name			Gross	Discount	No-Pay	Net
				14872	HOLLAND & KNIGHT LLP			292.50	0.00	0.00	292.50
Vendor#	Vendor Name	Class	Pay Code								
12932	INTRADO										
✓	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓	296456		04/01/202	07/31/202	08/21/202			303.53	0.00	0.00	303.53 ✓
				HOUSE CALLS							
Vendor Totals:				Number	Name			Gross	Discount	No-Pay	Net
				12932	INTRADO			303.53	0.00	0.00	303.53
Vendor#	Vendor Name	Class	Pay Code								
11200	IRON MOUNTAIN										
✓	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓	JPK602		03/31/202	03/31/202	04/30/202			2,808.53	0.00	0.00	2,808.53 ✓
Vendor Totals:				Number	Name			Gross	Discount	No-Pay	Net
				11200	IRON MOUNTAIN			2,808.53	0.00	0.00	2,808.53
Vendor#	Vendor Name	Class	Pay Code								
14296	J & K SERVICES										
✓	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓	004919		03/29/202	03/26/202	04/09/202			915.00	0.00	0.00	915.00 ✓
				KITCHEN EXHAUST							
Vendor Totals:				Number	Name			Gross	Discount	No-Pay	Net
				14296	J & K SERVICES			915.00	0.00	0.00	915.00
Vendor#	Vendor Name	Class	Pay Code								
14364	JACQUELINE HERRERA										
✓	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓	040924		04/09/202	04/09/202	04/15/202			68.94	0.00	0.00	68.94 ✓
				TRAVEL							
Vendor Totals:				Number	Name			Gross	Discount	No-Pay	Net
				14364	JACQUELINE HERRERA			68.94	0.00	0.00	68.94
Vendor#	Vendor Name	Class	Pay Code								
15388	JULIAN HEYSQUIERDO										
✓	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓	040924		04/11/202	04/09/202	04/15/202			56.82	0.00	0.00	56.82 ✓
				TRAVEL							
Vendor Totals:				Number	Name			Gross	Discount	No-Pay	Net
				15388	JULIAN HEYSQUIERDO			56.82	0.00	0.00	56.82
Vendor#	Vendor Name	Class	Pay Code								
L0700	LABCORP OF AMERICA HOLDINGS	M									
✓	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓	79672787		03/30/202	03/30/202	04/24/202			52.58	0.00	0.00	52.58 ✓
				LAB SERV							
Vendor Totals:				Number	Name			Gross	Discount	No-Pay	Net
				L0700	LABCORP OF AMERICA HOLDINGS			52.58	0.00	0.00	52.58

Vendor#	Vendor Name	Class	Pay Code							
L1288	✓ LANGUAGE LINE SERVICES	W								
✓ Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 11264587		03/31/202	03/31/202	04/25/202			59.34	0.00	0.00	59.34
	INTERPRETATION									
Vendor Totals:	Number Name						Gross	Discount	No-Pay	Net
	L1288 LANGUAGE LINE SERVICES						59.34	0.00	0.00	59.34
Vendor#	Vendor Name	Class	Pay Code							
L1640	✓ LOWE'S BUSINESS ACCT/SYNCB	W								
✓ Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 033124		03/31/202	03/13/202	04/28/202			471.08	0.00	0.00	471.08
	SUPPLIES									
Vendor Totals:	Number Name						Gross	Discount	No-Pay	Net
	L1640 LOWE'S BUSINESS ACCT/SYNCB						471.08	0.00	0.00	471.08
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
✓ 040824		04/10/202	04/08/202	04/15/202			1,140.86	0.00	0.00	1,140.86
	PAYROLL DEDUCT									
Vendor Totals:	Number Name						Gross	Discount	No-Pay	Net
	10972 M G TRUST						1,140.86	0.00	0.00	1,140.86
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
✓ 2312516932		03/29/202	03/25/202	04/19/202			12.29	0.00	0.00	12.29
	SUPPLIES									
✓ 2312733348		03/29/202	03/27/202	04/21/202			84.00	0.00	0.00	84.00
	SUPPLIES									
✓ 2312733346		03/29/202	03/27/202	04/21/202			725.30	0.00	0.00	725.30
	SUPPLIES									
Vendor Totals:	Number Name						Gross	Discount	No-Pay	Net
	M2470 MEDLINE INDUSTRIES INC						821.59	0.00	0.00	821.59
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
✓ 040824		04/10/202	04/08/202	04/15/202			440.00	0.00	0.00	440.00
	PAYROLL DEDUCT									
Vendor Totals:	Number Name						Gross	Discount	No-Pay	Net
	10963 MEMORIAL MEDICAL CLINIC						440.00	0.00	0.00	440.00
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
✓ 040424		04/10/202	04/04/202	04/15/202			249.94	0.00	0.00	249.94
	PAYROLL DEDUCT									
Vendor Totals:	Number Name						Gross	Discount	No-Pay	Net
	M2621 MMC AUXILIARY GIFT SHOP						249.94	0.00	0.00	249.94
Vendor#	Vendor Name	Class	Pay Code							
10536	✓ MORRIS & DICKSON CO, LLC									
✓ Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ CM15080		04/10/202	04/02/202	04/12/202			-67.55	0.00	0.00	-67.55
	CREDIT									
✓ 1828667		04/10/202	04/02/202	04/12/202			24.83	0.00	0.00	24.83
	INVENTORY									
✓ CM15079		04/10/202	04/02/202	04/12/202			-30.88	0.00	0.00	-30.88
	CREDIT									
✓ 1824819		04/10/202	04/02/202	04/12/202			20,663.75	0.00	0.00	20,663.75

✓ 1828668	INVENTORY	04/10/202 04/02/202 04/12/202	1,780.45	0.00	0.00	1,780.45	✓
✓ 1833929	INVENTORY	04/10/202 04/03/202 04/13/202	83.53	0.00	0.00	83.53	✓
✓ CM15438	INVENTORY	04/10/202 04/03/202 04/13/202	-159.23	0.00	0.00	-159.23	✓
✓ 1833931	CREDIT	04/10/202 04/03/202 04/13/202	23.82	0.00	0.00	23.82	✓
✓ 1833930	INVENTORY	04/10/202 04/03/202 04/13/202	1,269.55	0.00	0.00	1,269.55	✓
✓ 1839141	INVENTORY	04/10/202 04/04/202 04/14/202	114.35	0.00	0.00	114.35	✓
✓ 1839138	INVENTORY	04/10/202 04/04/202 04/14/202	193.61	0.00	0.00	193.61	✓
✓ 1839139	INVENTORY	04/10/202 04/04/202 04/14/202	2,051.15	0.00	0.00	2,051.15	✓
✓ 1839137	INVENTORY	04/10/202 04/04/202 04/14/202	19.18	0.00	0.00	19.18	✓
✓ 1836185	INVENTORY	04/10/202 04/04/202 04/14/202	40.36	0.00	0.00	40.36	✓
✓ 1839140	INVENTORY	04/10/202 04/04/202 04/14/202	153.44	0.00	0.00	153.44	✓
✓ 1836184	INVENTORY	04/10/202 04/04/202 04/14/202	165.02	0.00	0.00	165.02	✓
✓ CM15849	CREDIT	04/10/202 04/04/202 04/14/202	-43.08	0.00	0.00	-43.08	✓
✓ 1845972	INVENTORY	04/10/202 04/07/202 04/17/202	5.62	0.00	0.00	5.62	✓
✓ 1843804	INVENTORY	04/10/202 04/07/202 04/17/202	42.41	0.00	0.00	42.41	✓
✓ 1845042	INVENTORY	04/10/202 04/07/202 04/17/202	737.84	0.00	0.00	737.84	✓
✓ 1845041	INVENTORY	04/10/202 04/07/202 04/17/202	406.23	0.00	0.00	406.23	✓
✓ 1851058	INVENTORY	04/10/202 04/08/202 04/18/202	9.17	0.00	0.00	9.17	✓
✓ 1847616	INVENTORY	04/10/202 04/08/202 04/18/202	3,212.48	0.00	0.00	3,212.48	✓
✓ 1851059	INVENTORY	04/10/202 04/08/202 04/18/202	1,219.02	0.00	0.00	1,219.02	✓
✓ 1849078	INVENTORY	04/10/202 04/08/202 04/18/202	446.79	0.00	0.00	446.79	✓
✓ 1847614	INVENTORY	04/10/202 04/08/202 04/18/202	85.89	0.00	0.00	85.89	✓
✓ 1847615	INVENTORY	04/10/202 04/08/202 04/18/202	781.65	0.00	0.00	781.65	✓
✓ 1852715	INVENTORY	04/11/202 04/09/202 04/19/202	1,054.94	0.00	0.00	1,054.94	✓
✓ 1855358	INVENTORY	04/11/202 04/09/202 04/19/202	734.74	0.00	0.00	734.74	✓
✓ 1852713	INVENTORY	04/11/202 04/09/202 04/19/202	130.39	0.00	0.00	130.39	✓
✓ 1852714	INVENTORY	04/11/202 04/09/202 04/19/202	21.27	0.00	0.00	21.27	✓
✓ 1855552	INVENTORY	04/11/202 04/09/202 04/19/202	95.67	0.00	0.00	95.67	✓

INVENTORY

Vendor Totals:		Number	Name				Gross	Discount	No-Pay	Net
		10536	MORRIS & DICKSON CO, LLC				35,266.41	0.00	0.00	35,266.41
Vendor#	Vendor Name		Class	Pay Code						
01500	OLYMPUS AMERICA INC		M							
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
3596797		03/29/202	03/25/202	04/19/202			184.30	0.00	0.00	184.30
SUPPLIES										
Vendor Totals:		Number	Name				Gross	Discount	No-Pay	Net
		01500	OLYMPUS AMERICA INC				184.30	0.00	0.00	184.30
Vendor#	Vendor Name		Class	Pay Code						
14288	PADRON WELDING SERVICE									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
2426		04/09/202	04/05/202	04/09/202			1,200.00	0.00	0.00	1,200.00
PIPE HANDRAILS										
Vendor Totals:		Number	Name				Gross	Discount	No-Pay	Net
		14288	PADRON WELDING SERVICE				1,200.00	0.00	0.00	1,200.00
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
4051		03/29/202	03/29/202	03/31/202			300.00	0.00	0.00	300.00
ER WASH AREA RECEPABLES										
Vendor Totals:		Number	Name				Gross	Discount	No-Pay	Net
		12708	POC ELECTRIC, LLC				300.00	0.00	0.00	300.00
Vendor#	Vendor Name		Class	Pay Code						
11932	PRESS GANEY ASSOCIATES, INC.									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
IN000642775		03/31/202	03/31/202	04/30/202			2,729.76	0.00	0.00	2,729.76
CONTRACT FEES										
Vendor Totals:		Number	Name				Gross	Discount	No-Pay	Net
		11932	PRESS GANEY ASSOCIATES, INC.				2,729.76	0.00	0.00	2,729.76
Vendor#	Vendor Name		Class	Pay Code						
12480	PRO ENERGY PARTNERS LLC									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
2403-0600		03/31/202	03/31/202	04/15/202			2,905.58	0.00	0.00	2,905.58
ENERGY										
Vendor Totals:		Number	Name				Gross	Discount	No-Pay	Net
		12480	PRO ENERGY PARTNERS LLC				2,905.58	0.00	0.00	2,905.58
Vendor#	Vendor Name		Class	Pay Code						
11251	RAPID PRINTING LLC									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
22556		04/09/202	04/02/202	04/09/202			66.00	0.00	0.00	66.00
FOAMBOARDS										
Vendor Totals:		Number	Name				Gross	Discount	No-Pay	Net
		11251	RAPID PRINTING LLC				66.00	0.00	0.00	66.00
Vendor#	Vendor Name		Class	Pay Code						
R1401	REFUGIO COUNTY MEM. HOSPITAL		W							
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
040924		04/10/202	04/09/202	05/15/201			1,503.40	0.00	0.00	1,503.40
INVENTORY										
Vendor Totals:		Number	Name				Gross	Discount	No-Pay	Net
		R1401	REFUGIO COUNTY MEM. HOSPITAL				1,503.40	0.00	0.00	1,503.40
Vendor#	Vendor Name		Class	Pay Code						
10936	SIEMENS FINANCIAL SERVICES									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
56382400036626		03/29/202	03/25/202	04/14/202			4,038.24	0.00	0.00	4,038.24

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Vendor Totals:		Number	Name				Gross	Discount	No-Pay	Net
		10936	SIEMENS FINANCIAL SERVICES				4,038.24	0.00	0.00	4,038.24
Vendor#	Vendor Name		Class	Pay Code						
10699	✓ SIGN AD, LTD.									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 298920		04/01/202	04/01/202	04/11/202			410.00	0.00	0.00	410.00
	ADVERTISING									✓
Vendor Totals:		Number	Name				Gross	Discount	No-Pay	Net
		10699	SIGN AD, LTD.				410.00	0.00	0.00	410.00
Vendor#	Vendor Name		Class	Pay Code						
14868	✓ SINGLETON ASSOCIATES, P.A.									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 246-033124-001		03/31/202	03/31/202	04/05/202			9,132.65	0.00	0.00	9,132.65
	ONSITE SERV									
Vendor Totals:		Number	Name				Gross	Discount	No-Pay	Net
		14868	SINGLETON ASSOCIATES, P.A.				9,132.65	0.00	0.00	9,132.65
Vendor#	Vendor Name		Class	Pay Code						
S2220	✓ SKIP'S RESTAURANT EQUIPMENT		W							
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ RINV-1027		04/11/202	04/03/202	04/15/202			290.00	0.00	0.00	290.00
	LABOR DISHWASHER									✓
Vendor Totals:		Number	Name				Gross	Discount	No-Pay	Net
		S2220	SKIP'S RESTAURANT EQUIPMENT				290.00	0.00	0.00	290.00
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
✓ 107039323		03/31/202	03/31/202	04/25/202			6,518.00	0.00	0.00	6,518.00
	BLOOD									
✓ CM11954		03/31/202	03/31/202	04/25/202			-1,584.00	0.00	0.00	-1,584.00
	CREDIT									✓
Vendor Totals:		Number	Name				Gross	Discount	No-Pay	Net
		11296	SOUTH TEXAS BLOOD & TISSUE CEN				4,934.00	0.00	0.00	4,934.00
Vendor#	Vendor Name		Class	Pay Code						
C1010	✓ SPARKLIGHT		W							
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 032224		03/31/202	03/31/202	04/01/202			1,842.00	0.00	0.00	1,842.00
	INTERNET									✓
Vendor Totals:		Number	Name				Gross	Discount	No-Pay	Net
		C1010	SPARKLIGHT				1,842.00	0.00	0.00	1,842.00
Vendor#	Vendor Name		Class	Pay Code						
12288	✓ SPBS CLINICAL EQUIPMENT SRVC									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ INV050000424		04/10/202	04/01/202	04/02/202			9,836.92	0.00	0.00	9,836.92
	CONTRACT									✓
Vendor Totals:		Number	Name				Gross	Discount	No-Pay	Net
		12288	SPBS CLINICAL EQUIPMENT SRVC				9,836.92	0.00	0.00	9,836.92
Vendor#	Vendor Name		Class	Pay Code						
S2694	✓ STANFORD VACUUM SERVICE		M							
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 295064		04/10/202	04/04/202	04/20/202			350.00	0.00	0.00	350.00
	GREASE TRAP									✓
Vendor Totals:		Number	Name				Gross	Discount	No-Pay	Net
		S2694	STANFORD VACUUM SERVICE				350.00	0.00	0.00	350.00
Vendor#	Vendor Name		Class	Pay Code						
S3980	✓ STERICYCLE, INC									

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 8006567161		03/18/202	03/18/202	04/17/202			3,308.51	0.00	0.00	3,308.51
	WASTE DISPOSAL									
Vendor Totals:	Number	Name					Gross	Discount	No-Pay	Net
	S3960	STERICYCLE, INC					3,308.51	0.00	0.00	3,308.51
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
✓ 12223164		03/29/202	03/26/202	04/20/202			202.80	0.00	0.00	202.80
	SUPPLIES									
✓ 12230507		03/29/202	03/28/202	04/22/202			-234.82	0.00	0.00	-234.82
	CREDIT									
✓ 12232534		03/29/202	03/28/202	04/22/202			234.82	0.00	0.00	234.82
	SUPPLIES									
Vendor Totals:	Number	Name					Gross	Discount	No-Pay	Net
	S3940	STERIS CORPORATION					202.80	0.00	0.00	202.80
Vendor#	Vendor Name			Class	Pay Code					
T1450	✓ TEXAS ASSOCIATION OF COUNTIES			W						
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ DP-2023-4-0292		04/01/202	04/01/202	05/01/202			20,711.85	0.00	0.00	20,711.85
	UNEMPLOYMENT PMT									
Vendor Totals:	Number	Name					Gross	Discount	No-Pay	Net
	T1450	TEXAS ASSOCIATION OF COUNTIES					20,711.85	0.00	0.00	20,711.85
Vendor#	Vendor Name			Class	Pay Code					
T2204	✓ TEXAS MUTUAL INSURANCE CO			W						
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 1005609823		03/29/202	04/01/202	04/21/202			7,054.00	0.00	0.00	7,054.00
	MARCH 24 INSURANCE									
Vendor Totals:	Number	Name					Gross	Discount	No-Pay	Net
	T2204	TEXAS MUTUAL INSURANCE CO					7,054.00	0.00	0.00	7,054.00
Vendor#	Vendor Name			Class	Pay Code					
U1064	✓ UNIFIRST HOLDINGS INC									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 2921024500		03/31/202	02/04/202	02/29/202			91.80	0.00	0.00	91.80
	LAUNDRY									
✓ 2921028751		04/11/202	04/01/202	04/26/202			2,979.45	0.00	0.00	2,979.45
	LAUNDRY									
✓ 2921028752		04/11/202	04/01/202	04/26/202			102.07	0.00	0.00	102.07
	LAUNDRY									
Vendor Totals:	Number	Name					Gross	Discount	No-Pay	Net
	U1064	UNIFIRST HOLDINGS INC					3,173.32	0.00	0.00	3,173.32
Vendor#	Vendor Name			Class	Pay Code					
10768	✓ VICTORIA MEDICAL FOUNDATION									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 165-2024		03/29/202	03/15/202	04/15/202			550.00	0.00	0.00	550.00
	THURLKILL DUES									
✓ 143-2024		03/29/202	03/15/202	04/15/202			550.00	0.00	0.00	550.00
	GAINES DUES									
✓ 155-2024		03/29/202	03/15/202	04/15/202			550.00	0.00	0.00	550.00
	NORMAN DUES									
✓ 162-2024		03/29/202	03/15/202	04/15/202			550.00	0.00	0.00	550.00
	SHEFCIK DUES									
✓ 167-2024		03/29/202	03/15/202	04/15/202			775.00	0.00	0.00	775.00
	DIAZ DUES									
✓ 17-2024		03/29/202	03/15/202	04/15/202			775.00	0.00	0.00	775.00
	BUNNELL DUES									

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✓ 28-2024	03/29/202 03/15/202 04/15/202	775.00	0.00	0.00	775.00 ✓
	CROWLEY DUES				
✓ 58-2024	03/29/202 03/15/202 04/15/202	775.00	0.00	0.00	775.00 ✓
	HINDS DUES				
✓ 59-2024	03/29/202 03/15/202 04/15/202	775.00	0.00	0.00	775.00 ✓
	HOBSON DUES				
✓ 65-2024	03/29/202 03/15/202 04/15/202	775.00	0.00	0.00	775.00 ✓
	JENKINS DUES				
✓ 106-2024	03/29/202 03/15/202 04/15/202	775.00	0.00	0.00	775.00 ✓
	INVENTORY <i>Duplex</i>				
✓ 119-2024	03/29/202 03/15/202 04/15/202	775.00	0.00	0.00	775.00 ✓
	TRUONG DUES				
✓ 156-2024	03/29/202 03/15/202 04/15/202	550.00	0.00	0.00	550.00 ✓
	O'DONNELL DUES				

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
10768	VICTORIA MEDICAL FOUNDATION	8,950.00	0.00	0.00	8,950.00

Report Summary

Grand Totals:	Gross	Discount	No-Pay	Net
	625,147.40	0.00	0.00	625,147.40

Correct PMX page 5/12

625,147.40 +
 199.00 -
 626,948.40 ◊
 199.99 +
 626,148.40 ◊

APPROVED ON

APR 12 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

4/15/24, 9:25 AM

tmp__cw5report7984895248903032419.html

RECEIVED BY THE
COUNTY AUDITOR ON

MEMORIAL MEDICAL CENTER

04/15/2024

APR 15 2024

AP Open Invoice List

09:25

Dates Through:

ap_open_invoice.template

Vendor# Vendor Name CALHOUN COUNTY, TEXAS

Class Pay Code

12288 ✓ SPBS CLINICAL EQUIPMENT SRVC

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
INV050000324	✓	03/01/202	03/01/202	03/02/202			9,836.92	0.00	0.00	9,836.92 ✓
CONTRACT										
~~INV050000424~~		04/10/202	04/01/202	04/02/202			~~9,836.92~~	0.00	0.00	~~9,836.92~~
CONTRACT										

Vendor Totals: Number Name

12288 SPBS CLINICAL EQUIPMENT SRVC

Gross	Discount	No-Pay	Net
19,673.84	0.00	0.00	19,673.84

Report Summary

Grand Totals:

Gross	Discount	No-Pay	Net
19,673.84	0.00	0.00	19,673.84

APPROVED ON

APR 15 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

Critical added.

59,836.92

RECEIVED BY THE
COUNTY AUDITOR ON

MEMORIAL MEDICAL CENTER

04/15/2024

11:01

APR 15 2024

AP Open Invoice List

0

Dates Through:

ap_open_invoice.template

Vendor# Vendor Name

11183 FRONTIER CALHOUN COUNTY, TEXAS

Class Pay Code

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
040224		04/15/202	04/02/202	04/26/202			1,214.03	0.00	0.00	1,214.03

PHONE

Vendor Totals: Number Name

11183 FRONTIER

Gross	Discount	No-Pay	Net
1,214.03	0.00	0.00	1,214.03

Report Summary:

Grand Totals:

Gross
1,214.03

Discount
0.00

No-Pay
0.00

Net

1,214.03

APPROVED ON

APR 15 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

Critical added

CITIBANK CORPORATE CARD

Account Statement



Account Inquiries:

To: Free: 1-(800)-248-4553

International: 1-(904)-954-7314

TDD/TTY: 1-(877)-505-7276

Comme: a Card Account
ROSHANDA S THOMAS

Account Number: XXXX-XXXX-XXXX-9457

Summary of Account Activity

Total Activity \$3,753.48

Send Notice of Billing Errors and Customer Service inquiries to:
CITIBANK, N.A. PO BOX 6125 SIOUX FALLS SD 57117-6125

Not an invoice. For your records only.

Credit Limit \$15,000

Cash Advance Limit \$0

Statement Closing Date 04/03/2024

Days in Billing Period 31

Transactions

Post Date	Trans Date	MCC	Reference Number	Description/Location	Amount
NOTICE MEMO ITEM(S) LISTED BELOW					
03/04	02/29	3066	55432864061201771587947	1 SOUTHWES 5262263120570 800-435-9792 TX CLEVINGER/ERN DEPARTURE: 04/17/24 HOU WN E PHX WN E SAN WN O HOU	75235 USA ✓ 549.95 ✓
03/04	03/01	9399	05134374062600077512805	2 NPDB NPDB HRSA.GOV FA/RFA VA N105387321	22033 USA ✓ 2.50 ✓
03/04	03/01	9399	05134374062600077512787	3 NPDB NPDB HRSA.GOV FA/RFA VA N105390781	22033 USA ✓ 2.50 ✓
03/04	03/01	9399	05134374062600077512860	4 NPDB NPDB HRSA.GOV FA/RFA VA N105390904	22033 USA ✓ 2.50 ✓
03/08	03/06	3066	55432864067203650913585	5 SOUTHWES 5262265480637 800-435-9792 TX NGUYENMM DEPARTURE: 03/31/24 AUS WN V DAL WN N AUS	75235 USA ✓ 256.85 ✓
03/08	03/06	3066	55432864067203650913578	6 SOUTHWES 5262265480636 800-435-9792 TX ALMANZAR/MAR/SSA D DEPARTURE: 03/31/24 AUS WN V DAL WN N AUS	75235 USA ✓ 256.85 ✓
03/11	03/08	9399	05134374069600056449962	7 NPDB NPDB HRSA.GOV FA/RFA VA N105667329	22033 USA ✓ 2.50 ✓
03/11	03/08	9399	05134374069600056450010	8 NPDB NPDB HRSA.GOV FA/RFA VA N105668540	22033 USA ✓ 30.00 ✓
03/11	03/08	9399	05134374069600056450182	9 NPDB NPDB HRSA.GOV FA/RFA VA N105668649	22033 USA ✓ 25.00 ✓
03/11	03/08	8999	55492864069204074575702	10 AMACREDENT'AL'NG 800-821-8335 L	60511 USA ✓ 44.00 ✓
03/13	03/12	8299	55429504073852108838085	11 HEALTH LEVEL SEVEN 2487553548 M	48104 USA ✓ 500.00 ✓
				10863808	

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION

Page 1 of 4

CITIBANK, N.A.
PO BOX 6125
SIOUX FALLS SD 57117-6125

Account Number

XXXX-XXXX-XXXX-9457

Statement Closing Date

Apr: 03 2024

Not an invoice.
For your records onlyROSHANDA S THOMAS
202 S ANN ST
PORT LAVACA TX 77979-4204

00007905040

Account: XXXX-XXXX-XXXX-9457

Transactions (con't)

Post Date	Trans Date	MCC	Reference Number	Description/Location	Amount
03/21	03/20	5912	55436874081170811830784	12 MPR-M SRX 5038 LEDGEWOOD NJ 1824819	USA 680.00 ✓
03/22	03/21	9399	05134374082600070350868	13 NPDB NPDB.HRSA.GOV FAIRFAX VA N106581235	22033 USA 2.50 ✓
03/22	03/22	8999	55432864082208053596993	14 AMA-CREDENTIALING 800-621-8335 IL	60611 USA 44.00 ✓
03/27	03/26	3654	55436874087170871971555	15 LOEWS ARLINGTON HOTEL ARLINGTON TX 40553394	76011 USA 670.80 ✓
				CHECK IN: 03/31/2024	
				40553394	
03/27	03/26	3654	55436874087170871971293	16 LOEWS ARLINGTON HOTEL ARLINGTON TX 40553395	76011 USA 670.80 ✓
				CHECK IN: 03/31/2024	
				40553395	
04/03	04/02	9399	05134374094600055247358	17 NPDB NPDB.HRSA.GOV FAIRFAX VA N107115541	22033 USA 2.50 ✓
04/03	04/02	9399	05134374094600055247432	18 NPDB NPDB.HRSA.GOV FAIRFAX VA N107115891	22033 USA 10.00 ✓
----- TOTAL AMOUNT OF MEMO TEM(S)					\$3,763.48 ✓

APPROVED
ON

APR 12 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

- Report a Lost or Stolen Card "mimed" by you: Our telephone lines are open every day 24 hours a day. Call the Customer Service telephone number specified on the front of the statement or report a lost or stolen Cardholder Card.
- Cardholder Card Limit: Each Cardholder has an individual Card Limit (a portion of which may be used for Cash Advances) which is the maximum amount he or she can charge on any one Card. The size of each Cardholder's Card Limit (and Cash Limit) is determined by the Company and is a portion of the total Company Card Limit.
 - To Access or Reauthorize a Company or Cardholder Card Limit: The Company may require charging a Card Limit by contacting the Company's Customer Service. Our telephone lines are open every day 24 hours a day. The telephone number specified on the front of the statement.
 - Additional Cardholders: The Company may require applications to add additional Cardholders by contacting the Company's Customer Service. Our telephone lines are open every day 24 hours a day. The telephone number specified on the front of the statement. Limit one Cardholder per Cardholder.
 - Card Manager Online Tool: You can easily manage your Company Card on the Card Manager Online tool. Card Manager enables you to manage business expenses on anywhere and how you want. From your computer or mobile device, you can view a statement on the website as well as account balances. To enroll in Card Manager, please go on www.mymoney.com and click on the Get Registered on Cardholders link. From here, follow the prompts to establish your account.
 - Payments: You may make a payment to your individual Cardholder account on the Card Manager. Please note that some transactions do not have the Card Manager online payment service enabled. To establish a payment by mail, please allow sufficient mailing time. Please use your account number on the front of the check. For online Cardholder account, please be sure to send on Company check as payment to a Cardholder's account. We receive your mail payment in person or by mail processing by 2:00 p.m. Eastern Time. We will credit your Card on the day Payment is received by the Cardholder and send you an ACH remittance statement and the methods Cardholder number on the front of the statement details.
 - Company Referral: By a payment of any amount charged to the Account, the Company (1) is the Cardholder's Application on the Account and the Cardholder's personal information is being shared with the Company, and (2) authorizes the Company to use of the Account under the terms of the Company Card Agreement by a Cardholder to whom Card is issued.
 - Special Information on Cash Advances: Cardholders may get a Cash Advance of up to \$500 on the account.
 - The Cardholder's Cash Advance Limit is a portion of the Cardholder's Total Card Limit. The Cardholder's Cash Advance Limit is a portion of the Cardholder's Total Card Limit. The Cardholder's Cash Advance Limit is a portion of the Cardholder's Total Card Limit.
 - For Cash Advances from ATM's a separate Personal Identification Number (PIN) is required to access your account.

Account: XXXX-XXXX-XXXX-9457

MEMORIAL MEDICAL CENTER PURCHASE ORDER

①

Bill To: 815 N. VIRGINIA ST.
PORT LAVACA, TX 77979
PHONE: (361) 552-6713
FAX: (361) 552-0312

Ship To: 815 N. VIRGINIA ST.
PORT LAVACA, TX 77979
PHONE: (361) 552-6713
FAX: (361) 552-0312

Vendor Name: Citibank

Date: 4/9/2024

Vendor Address: _____

P.O. # _____

Vendor Phone #: _____

Account # _____

Vendor Fax #: _____

Initiated By: _____

Date Required		Expense #	Department	Deliver To		Form # 9401
Line No.	Qty.	Catalog Number	Description	Unit Cost	Unit Meas.	Extended Cost
1	—		Southwest - Flights for			549.96
2			Erin Clevenger - OBix to			
3			reimburse Annual mtg ^{April 18-19th, 2024} _{San Diego, California}			
4	—		NPDB - 1 Enrollment			2.50
5	—		NPDB - 1 Enrollment			2.50
6	—		NPDB - 1 Enrollment			2.50
7	—		Southwest - "Flights for"			256.96
8			Marissa Almanzar + Mimi			256.96
9			Nguyen - TORCH Conference ^{34th Annual}			
10	—		grant reimbursement 4/1 - 4/3/24			

Est. Freight _____

Est. Total Cost _____

TOTAL COST _____

NOTES:

Charges made to Roshanda's MC

Contact:	Date:	
Quoted By:		
Buyer:	E.T.A.	

Dept. Director _____

Dir. Nursing _____

Dir. Clinical Services _____

CFO _____

Administrator Eric Cruz

2

MEMORIAL MEDICAL CENTER
PURCHASE ORDER

Bill To: 815 N. VIRGINIA ST.
PORT LAVACA, TX 77979
PHONE: (361) 552-6713
FAX: (361) 552-0312

Ship To: 815 N. VIRGINIA ST.
PORT LAVACA, TX 77979
PHONE: (361) 552-6713
FAX: (361) 552-0312

Vendor Name: Citi bank

Date: 4/9/2024

Vendor Address: _____

P.O. # _____

Vendor Phone #: _____

Account # _____

Vendor Fax #: _____

Initiated By: _____

Date Required		Expense #	Department	Deliver To		Form # 9401
Line No.	Qty.	Catalog Number	Description	Unit Cost	Unit Meas.	Extended Cost
1	—		NPDB - 1 Enrollment			2.50
2	—		NPDB - 12 Renewals			30.00
3	—		NPDB - 10 Renewals			25.00
4	—		AMA Credentialing - 1 Initial			44.00
5			+ Cont. Monitoring			
6	—		NPDB - 1 Enrollment			2.50
7	—		AMA Credentialing - 1 Initial			44.00
8			+ Cont. monitoring			
9	—		Loews Arlington Hotel -			670.80
10			Marissa Almanzar - TORCH Conference. grant reimbursement			

Est. Freight

Est. Total Cost

TOTAL COST

NOTES:

Charges made to Roshande's MC

Contact:	Date:	Dept. Director
Quoted By:		Dir. Nursing
Buyer:	E.T.A.	Dir. Clinical Services
		CFO
		Administrator <u>Gina P. R.</u>

MEMORIAL MEDICAL CENTER PURCHASE ORDER

3

Bill To: 815 N. VIRGINIA ST.
PORT LAVACA, TX 77979
PHONE: (361) 552-6713
FAX: (361) 552-0312

Ship To: 815 N. VIRGINIA ST.
PORT LAVACA, TX 77979
PHONE: (361) 552-6713
FAX: (361) 552-0312

Vendor Name: Citi bank

Date: 4/9/2024

Vendor Address: _____

P.O. # _____

Vendor Phone #: _____

Account # _____

Ven 0.0

Initiated By: _____

Date		Expense #	Department	Deliver To		Form # 9401
Line No.	Amount	Number	Description	Unit Cost	Unit Meas.	Extended Cost
1	2.50		Loews Arlington Hotel			670.80
2	256.96		Mimi Nguyen - TORCH			
3	2.50		Conference. Grant Reimbursement			
4	30.00		NPDB - 1 Enrollment			2.50
5	2.50		NPDB - 4 Enrollment			10.00
6	44.00		Health Level Seven International			500.00
7	670.80		- Object Identified - requirement to send patient data to cu			
8	10.00		Impromox - Dex-Moxi PF Vials			680.00
9	500.00					
10	2.755.40					

Est. Freight _____

Est. Total Cost _____

TOTAL COST \$3,753.40

NOTES:

charges made to Roshard's covering MC.

Contact:	Date:	
Quoted By:		Dept. Director _____
Buyer:	ETA:	Dir. Nursing _____
		Dir. Clinical Services _____
		CFO _____
		Administrator <u>Gina Chen RW</u>

MCKESSON

Company: 8000

MEMORIAL MEDICAL CENTER
AP -
815 N VIRGINIA STREET
PORT LAVACA TX 77979

STATEMENT

As of: 04/12/2024

Page: 002

To ensure proper credit to your
account, detach and return this
stub with your remittance

DC: 8115
Customer INV SupplID:
Territory:

As of: 04/12/2024
Mail to:

Page: 002
Comp: 8000

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

Customer: 632536
Date: 04/13/2024

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

Cust: 632536
Date: 04/13/2024

PLEASE CHECK ANY
ITEMS NOT PAID (✓)

Billing Date	Due Date	Receivable Number	National Account 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: 3,165.59 USD

Future Due: 0.00

Past Due: 0.00

Last Payment
08/07/2017 2,451.97

If Paid By 04/16/2024,
Pay This Amount:

3,102.26 USD

If Paid After 04/16/2024,
Pay this Amount:

3,165.59 USD

Due If Paid On Time:

USD

Disc lost if paid late:

63.33

Due If Paid Late:

USD 3,165.59

APPROVED ON

APR 15 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

3,071.89 +
27.03 +
3.34 +
3,102.26

J Andrew Infante
415124

For AR Inquiries please contact 800-867-0333

MCKESSON

Company: 8000

WALMART 1098/MEM MED PHS
MEMORIAL MEDICAL CENTER
VICKY KALISEK
815 N VIRGINIA ST
PORT LAVACA TX 77979

STATEMENT

As of: 04/12/2024

Page: 001

To ensure proper credit to your
account, detach and return this
stub with your remittance

DC: 8115
Customer INV Suppld:
Territory: 7001
Customer: 256342
Date: 04/13/2024

As of: 04/12/2024
Mail to:
AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

Cust: 256342
Date: 04/13/2024
PLEASE CHECK ANY
ITEMS NOT PAID (✓)

Billing Date	Due Date	National Account Order Reference	Description	Cash Discount	Amount (gross)	P F	Amount (net)	P F	Receivable Number
Customer Number 256342 WALMART 1098/MEM MED PHS									
04/08/2024	04/16/2024	111875336	115Invoice	1.34	66.99	✓	65.65	✓	7488565128
04/08/2024	04/16/2024	111875336	115Invoice	4.22	210.82	✓	206.60	✓	7488565129
04/08/2024	04/16/2024	111914906	115Invoice	1.74	87.18	✓	85.44	✓	7488565130
04/08/2024	04/16/2024	111953481	115Invoice	2.06	102.95	✓	100.89	✓	7488565132
04/08/2024	04/16/2024	111989603	115Invoice	2.68	133.98	✓	131.30	✓	7488565133
04/08/2024	04/16/2024	112069474	115Invoice	1.31	65.61	✓	64.30	✓	7488597984
04/08/2024	04/16/2024	111771038	115Invoice	0.13	6.33	✓	6.20	✓	7488774255
04/08/2024	04/16/2024	111886820	115Invoice	5.23	261.50	✓	256.27	✓	7488774256
04/08/2024	04/16/2024	111881950	195Invoice	0.03	1.27	✓	1.24	✓	7488774257
04/09/2024	04/16/2024	112109110	115Invoice	0.01	0.33	✓	0.32	✓	7488914957
04/09/2024	04/16/2024	112115712	195Invoice	0.02	0.95	✓	0.93	✓	7489077171
04/09/2024	04/16/2024	112034094	115Invoice	2.50	125.21	✓	122.71	✓	7489077172
04/10/2024	04/16/2024	112260445	115Invoice	3.73	186.35	✓	182.62	✓	7489187643
04/10/2024	04/16/2024	112321529	115Invoice	4.22	210.82	✓	206.60	✓	7489187646
04/10/2024	04/16/2024	112335606	115Invoice	0.03	1.27	✓	1.24	✓	7489197889
04/10/2024	04/16/2024	112267334	195Invoice	0.01	0.32	✓	0.31	✓	7489358647
04/10/2024	04/16/2024	112272942	115Invoice	4.12	206.21	✓	202.09	✓	7489358648
04/11/2024	04/16/2024	112392234	115Invoice	1.77	88.37	✓	86.60	✓	7489468142
04/11/2024	04/16/2024	112454118	115Invoice	0.01	0.33	✓	0.32	✓	7489468145
04/11/2024	04/16/2024	112401279	115Invoice	0.05	2.53	✓	2.48	✓	7489637364
04/11/2024	04/16/2024	112398221	195Invoice	0.48	23.88	✓	23.40	✓	7489637366
04/12/2024	04/16/2024	112507938	115Invoice	20.87	1,043.49	✓	1,022.62	✓	7489731343
04/12/2024	04/16/2024	112515031	195Invoice	6.15	307.67	✓	301.52	✓	7489899307
04/12/2024	04/16/2024	112520624	115Invoice		0.08	✓	0.08	✓	7489899309
04/12/2024	04/16/2024	108434982	115Invoice		0.08	✓	0.08	✓	7489987798
04/12/2024	04/16/2024	107540698	115Invoice		0.08	✓	0.08	✓	7489987799

APPROVED ON

APR 15 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

For AR Inquiries please contact 800-867-0333

MCKESSON

STATEMENT

Company: 8000

WALMART 1098/MEM MED PHS
MEMORIAL MEDICAL CENTER
VICKY KALUSEK
815 N VIRGINIA ST
PORT LAVACA TX 77979

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

As of: 04/12/2024

Page: 002

To ensure proper credit to your
account, detach and return this
stub with your remittance

DC: 8115
Customer INV SupplID:
Territory: 7001
Customer: 256342
Date: 04/13/2024

As of: 04/12/2024
Mail to:

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

Cust: 256342
Date: 04/13/2024

PLEASE CHECK ANY
ITEMS NOT PAID (✓)

Billing Date	Due Date	Receivable Number	National Account 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: Customer Number 256342 WALMART 1098/MEM MED PHS
Subtotals: 3,134.60 USD

Future Due:

0.00

Past Due:

0.00

Last Payment
04/08/2024

4,329.78

If Paid By 04/16/2024,
Pay This Amount:

3,071.89 USD

Due If Paid On Time:
USD 3,071.89 ✓
Disc lost if paid late:
62.71

If Paid After 04/16/2024,
Pay this Amount:

3,134.60 USD

Due If Paid Late:
USD 3,134.60 ✓

APPROVED ON

APR 15 2024

BY COUNTY AUDITOR
CALHOUN COUNTY TEXAS

Andrew DeLoach
4/15/24 ✓

For AR Inquiries please contact 800-867-0333

MCKESSON

STATEMENT

Company: 8000

CVS PHCY 8923/MEM MC 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: 04/12/2024

Page: 001

To ensure proper credit to your
account, detach and return this
stub with your remittance

DC: 8115
Customer INV SupplID:
Territory: 7001
Customer: 835434
Date: 04/13/2024

As of: 04/12/2024
Mail to:
AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

Page: 001
Comp: 8000

Cust: 835434
Date: 04/13/2024
PLEASE CHECK ANY
ITEMS NOT PAID (✓)

Billing Date	Due Date	Receivable Number	National Account Reference	Description	Cash Discount	Amount (gross)	P F	Amount (net)	P F	Receivable Number

Customer Number 835434 CVS PHCY 8923/MEM MC PHS

04/10/2024 04/16/2024 7489202641 3166403 115 Invoice
PF column legend: P = Past Due Item, F = Future Due Item, blank = Current Due Item

TOTAL: Customer Number 835434 CVS PHCY 8923/MEM MC PHS
Subtotals: 27.58 USD

Future Due:

0.00

Past Due:

0.00

Last Payment
04/08/2024

4.329.78

If Paid By 04/16/2024,
Pay This Amount:

27.03 USD

Due If Paid On Time:
USD
Disc lost if paid late:

27.03 ✓

If Paid After 04/16/2024,
Pay this Amount:

27.58 USD

Due If Paid Late:
USD
0.55
27.58

APPROVED ON

APR 15 2024

BY COUNTY AUDITOR
CALHOUN COUNTY TEXAS

Andrew Santos ✓
4/15/24

For AR Inquiries please contact 800-867-0333

MCKESSON

Company: 8000

STATEMENT

CVS PHCY 7475/MEM MC 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: 04/12/2024

Page: 001

To ensure proper credit to your
account, detach and return this
stub with your remittance

DC: 8115

Customer INV SupplID:

Territory: 7001

Customer: 835438

Date: 04/13/2024

As of: 04/12/2024
Mail to:

Page: 001

Comp: 8000

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

Cust: 835438 PLEASE CHECK ANY
Date: 04/13/2024 ITEMS NOT PAID (✓)

Billing Date	Due Date	Receivable Number	National Account Order Reference	Description	Cash Discount	Amount (gross)	P F	Amount (net)	P F	Receivable Number

Customer Number 835438 CVS PHCY 7475/MEM MC PHS

04/10/2024 04/16/2024 7489364685 3166078 115Invoice

PF column legend: P = Past Due Item, F = Future Due Item, blank = Current Due Item

TOTAL: Customer Number 835438 CVS PHCY 7475/MEM MC PHS

Subtotals:

3.41 USD

Future Due:

0.00

Past Due:

0.00

Last Payment

04/01/2024

3,539.65

If Paid By 04/16/2024,

Pay This Amount:

0.00

3.34 USD

Due If Paid On Time:

USD

3.34

Disc lost if paid late:

0.07

If Paid After 04/16/2024,

Pay this Amount:

3,539.65

3.41 USD

Due If Paid Late:

USD

3.41

APPROVED ON

APR 15 2024

BY COUNTY AUDITOR
CALHOUN COUNTY TEXAS

✓ Andrew Defeis Santos
4/15/24

For AR Inquiries please contact 800-867-0333



AmerisourceBergen

STATEMENT

Statement Number: 67235004
Date: 04-12-2024

1 of 1

AMERISOURCEBERGEN DRUG CORP
12727 W. AIRPORT BLVD.
SUGAR LAND TX 77478-6101

WALGREENS #12494 340B
MEMORIAL MEDICAL CENTER
1302 N VIRGINIA ST
PORT LAVACA TX 77979-2509

DEA: RA0289276
866-451-9655

Customer:

AMERISOURCEBERGEN
PO Box 905223
CHARLOTTE NC 28290-5223

Remit To:

Customer Number	100135284 / 037028186
Terms	Sat - Fri Due in 7 days
Summary	
Not Yet Due:	0.00
Current:	678.99
Past Due:	0.00
Total Due:	678.99
Account Balance:	678.99

Account Activity

Document Date	Due Date	Reference Number	Purchase Order Number	Document Type	Original Amount	Last Receipt	Amount Received	Balance
04-08-2024	04-19-2024	3170726170	7006172201	Invoice	54.70		0.00	54.70
04-08-2024	04-19-2024	3170726171	7006172510	Invoice	36.97		0.00	36.97
04-08-2024	04-19-2024	3170726172	7006181232	Invoice	32.89		0.00	32.89
04-08-2024	04-19-2024	3170726173	7006191739	Invoice	21.46		0.00	21.46
04-09-2024	04-19-2024	3170915180	7006198659	Invoice	16.14		0.00	16.14
04-11-2024	04-19-2024	3171233333	7006215574	Invoice	35.96		0.00	35.96
04-11-2024	04-19-2024	3171233334	7006216165	Invoice	474.87		0.00	474.87
04-12-2024	04-19-2024	3171384751	7006224835	Invoice	6.00		0.00	6.00

Current	1-15 Days	16-30 Days	31-60 Days	61-90 Days	91-120 Days	Over 120 Days
678.99		0.00	0.00	0.00	0.00	0.00

Thank You for Your Payment

Date	Amount
04-12-2024	(420.66)

Reminders

Due Date	Amount
04-19-2024	678.99
Total Due:	678.99

APPROVED ON

APR 15 2024

BY COUNTY AUDITOR
CALHOUN COUNTY TEXAS

✓ Underwritten
4115124

APPROVED ON

APR 15 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

MEMORIAL MEDICAL CENTER
PROSPERITY BANK

ELECTRONIC TRANSFERS FOR OPERATING ACCOUNT — April 8, 2024 - April 14, 2024

Date	Bank Description
4/12/2024	PAY PLUS ACHTrans 000000019607835 1010006947
4/12/2024	HPHG LLC ACHPTLAVA MemMedCtr Ptlaw 113122650
4/12/2024	HPHG LLC ACHPTLAVA MemMedCtr Ptlaw 113122650
4/12/2024	HPHG LLC ACHPTLAVA MemMedCtr Ptlaw 113122650
4/12/2024	HPHG LLC ACHPTLAVA MemMedCtr Ptlaw 113122650
4/12/2024	HEALTHTECH INC HealthEqui 1356888 910000016
4/12/2024	EXPERTPAY EXPERTPAY 746003411 91000013401972
4/12/2024	AMERISOURCE BERG PAYMENTS 0100007768 2100002
4/12/2024	MEMORIAL MEDICAL PAYROLL 746003411 113122650
4/12/2024	HPHG LLC MEMOR Ptlaw 113122650
4/12/2024	HPHG LLC ACHTrans 000000019549486 1010006936
4/10/2024	PAY PLUS ACHTrans 000000019463955 1010006922
4/10/2024	TSYS/TRANSFIRST MERCH FEES 39300982541616 61
4/10/2024	TSYS/TRANSFIRST MERCH FEES 39300982589946 61
4/10/2024	TSYS/TRANSFIRST MERCH FEES 41399801391837 61
4/10/2024	TSYS/TRANSFIRST MERCH FEES 41399801368397 61
4/10/2024	TSYS/TRANSFIRST MERCH FEES 41399801332419 61
4/10/2024	TSYS/TRANSFIRST MERCH FEES 41399801332401 61
4/10/2024	TSYS/TRANSFIRST MERCH FEES 41399801332393 61
4/10/2024	TSYS/TRANSFIRST MERCH FEES 41399801332385 61
4/9/2024	PAY PLUS ACHTrans 000000019363932 1010006913
4/9/2024	MCKESSON DRUG AUTO ACH ACH05941585 9100000124
4/9/2024	CLEARGAGE LLC CLEARGAGE, EIKW5WALS8JSZC 242
4/8/2024	PAY PLUS ACHTrans 000000019240994 1010006998
4/8/2024	HPHG LLC ACHPTLAVA MemMedCtr Ptlaw 11312265

539,896.65 +
10,960.25 -
1,170.74 -
68,711.58 -
31,006.14 -
1,322.83 -
570.69 -
620.66 -
66,673.31 -
68,570.23 -
1,322.83 -
5,160.44 -
5,160.44 -
0.00

Andrew De la Cruz
DREW DE LOS SANTOS
Memorial Medical Center

PROSPERITY BANK
ELECTRONIC TRANSFERS FOR OPERATING ACCOUNT — ESTIMATED ACHS

Date	Description
4/20/2024	WEBFILE TAX PYMT DD
4/15/2024	TEXAS COUNTY DRS RECEIVABLE 0419 21000024329

Andrew De la Cruz
DREW DE LOS SANTOS
Memorial Medical Center

- MMC Notes
- 3rd Party Payor Fee
 - Health Insurance Claim Payments
 - Health Insurance Claim Payments
 - Health Insurance Claim Payments
 - Health Insurance Claim Payments
 - Health Insurance Claim Payments
 - Child Support Payment
 - 3408 Drug Program Expense
 - Payroll
 - Health Insurance Premium Payment
 - 3rd Party Payor Fee
 - 3rd Party Payor Fee
 - Credit Card Processing Fee
 - Credit Card Processing Fee
 - Credit Card Processing Fee
 - Credit Card Processing Fee
 - Credit Card Processing Fee
 - Credit Card Processing Fee
 - Credit Card Processing Fee
 - 3408 Drug Program Expense
 - Patient Financing Service
 - 3rd Party Payor Fee
 - Unauthorized ACH, Deposited 4/9

Amount	CPS
275.52	
10,960.25	*
1,170.74	*
68,711.58	*
34,206.14	*
1,322.83	*
570.69	*
420.66	*
366,473.31	*
66,570.23	*
54.79	*
68,570.23	*
4,329.78	*
117.37	*
1,322.83	*
0.03	*
539,896.65	*

Clearage

*Approved 04.10.24
**Approved 04.03.21

Amount	MMC Notes
1,913.05	- Sales Tax
275,260.53	- Retirement Funding

277,173.58

275,52 +
54,79 +
66,66 +
11,80 +
3,66 +
412,41

purps

900,18 +
129,00 +
27,85 +
315,79 +
325,82 +
1,294,73 +
1,353,34 +
283,92 +
630,63

over

117,37 +
117,37 *

0.03 +
0.03 *

HPHG
UNAVAIL.

412,41 +
4,630,63 +
117,37 +
0.03 +
5,160,44

 Confirmation: You Have Filed Successfully

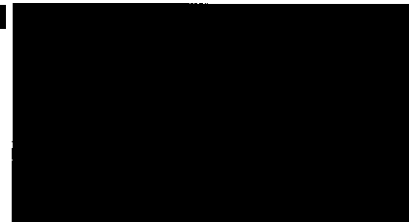
Sales and Use Tax Period Ending 03/31/2024 (2403)

Reference Number: [REDACTED]	Taxpayer Name: MEMORIAL MEDICAL CENTER ✓	Entered By: [REDACTED]
Date and Time of Filing: 04/11/2024, 11:24:56 AM	Taxpayer Address: 815 N VIRGINIA ST PORT LAVACA, TX 77979-3025	Email Address: [REDACTED]
	IP Address: [REDACTED]	Telephone Number: (361) 552-0342

PAYMENT SUMMARY

Electronic Check
 State Amount: \$1,449.28
 Local Amount: \$463.77
 Amount to Pay: \$1,913.05
 Electronic Check: \$1,913.05

Payment Reference Number: [REDACTED]
Trace Number: [REDACTED]



CREDIT SUMMARY

Credits Taken

Are you taking credit to reduce taxes due on this return?

No

Licensed Customs Broker Exported Sales

Did you refund sales tax for this filing period on items exported outside the United States based on a Texas Licenced Customs Broker Export Certifications?

No

LOCATION SUMMARY

Loc #	Total Texas Sales	Taxable Sales	Taxable Purchases	Subject to State Tax (Rate .0625)	State Tax Due	Subject to Local Tax	Local Tax Rate	Local Tax Due
00004	23,305	23,305	0.00	23,305	1,456.56	23,305	0.02	466.1
SubTotal	23,305	23,305	0	23,305	1,456.56	23,305		466.1

Total Tax for Locations

1,922.66

Total Tax Due:

\$1,922.66

Timely Filing Discount:

- \$9.61

Balance Due:

\$1,913.05

Pending Payments:

- \$0.00

Total Amount Due and Payable:

\$1,913.05 ✓

(State amount due is \$1,449.28) (Local amount due is \$463.77)

03-03-2024 11:13

Date/Time 0 -0 -2024 / 0 : 3 PM
Submitted By cclevenger256

Pay Date 03-3 -2024

Employee Deposits	\$ 12,877.77
Employer Contributions	\$162,382.76
Group Term Life Premiums	\$0.00
Total	\$275,260.53 ✓

Comments

Payroll File March 2024 Retirement Upload.xlsx ✓

03/03/24

4/11/24, 12:01 PM

RECEIVED BY THE
COUNTY AUDITOR ON

tmp__cw5report3206423987509712919.html

04/11/2024
12:01

APR 11 2024

MEMORIAL MEDICAL CENTER

AP Open Invoice List

0

ap_open_invoice.template

Vendor# Vendor Name GALHOUN COUNTY, TEXAS

Dates Through:

Class Pay Code

11828 ✓ SOLERA WEST HOUSTON

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
040424		04/09/202	04/04/202	05/04/202			4,488.00	0.00	0.00	4,488.00

TRANSFER NH ins. pmt. dep. into MMC Opt. in error ✓

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
11828	SOLERA WEST HOUSTON	4,488.00	0.00	0.00	4,488.00

Report Summary

Grand Totals:	Gross	Discount	No-Pay	Net
	4,488.00	0.00	0.00	4,488.00

APPROVED ON

APR 12 2024

BY COUNTY AUDITOR
GALHOUN COUNTY, TEXAS

04/11/2024

APR 11 2024

MEMORIAL MEDICAL CENTER

12:03

AP Open Invoice List

0

ap_open_invoice.template

CALHOUN COUNTY, TEXAS

Dates Through:

Vendor# Vendor Name

Class Pay Code

11820 ✓ FORTBEND HEALTHCARE CENTER

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
040324		04/09/202	04/03/202	05/04/202			204.28	0.00	0.00	204.28
	TRANSFER									
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
11820	FORTBEND HEALTHCARE CENTER						204.28	0.00	0.00	204.28

NA ins. pmt. dup. into mmc ppt. in error

Report Summary

Grand Totals:	Gross	Discount	No-Pay	Net
	204.28	0.00	0.00	204.28

APPROVED ON

APR 12 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

RECEIVED BY THE
COUNTY AUDITOR ON

MEMORIAL MEDICAL CENTER

04/11/2024

12:02

APR 11 2024

AP Open Invoice List

0

Dates Through:

ap_open_invoice.template

Vendor# 11832 ✓ Vendor Name CALHOUN COUNTY, TEXAS
BROADMOOR AT CREEKSIDE PARK

Class Pay Code

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
040224		04/09/202	04/02/202	05/04/202			59.36	0.00	0.00	59.36 ✓
	TRANSFER	NH ins. pmt. dep. into mmc opt. in error								
040424		04/09/202	04/04/202	05/04/202			1,632.00	0.00	0.00	1,632.00 ✓
	TRANSFER									
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
11832 BROADMOOR AT CREEKSIDE PARK							1,691.36	0.00	0.00	1,691.36

Report Summary

Grand Totals:	Gross	Discount	No-Pay	Net
	1,691.36	0.00	0.00	1,691.36

APPROVED ON

APR 12 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

RECEIVED BY THE
COUNTY AUDITOR ON

MEMORIAL MEDICAL CENTER

04/11/2024
12:02

APR 11 2024

AP Open Invoice List

0

Dates Through:

ap_open_invoice.template

Vendor# Vendor Name
11836 ✓ GOLDENCREEK HEALTHCARE

Class Pay Code

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 040224		04/09/202	04/02/202	05/04/202			140.49	0.00	0.00	140.49 ✓
	SUPPLIES	NH Ins. pmt. deposited into MMC operat. in error								
040324		04/09/202	04/03/202	05/04/202			3,577.72	0.00	0.00	3,577.72 ✓
	TRANSFER									
040524		04/10/202	04/05/202	05/05/202			1,126.60	0.00	0.00	1,126.60 ✓
	TRANSFER									

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
11836	GOLDENCREEK HEALTHCARE	4,844.81	0.00	0.00	4,844.81

Report Summary

Grand Totals:	Gross	Discount	No-Pay	Net
	4,844.81	0.00	0.00	4,844.81

APPROVED ON

APR 12 2024

BY: COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

04/11/2024 12:03
APR 11 2024
MEMORIAL MEDICAL CENTER
AP Open Invoice List
0
ap_open_invoice.template

CALHOUN COUNTY, TEXAS

Vendor# Vendor Name
12696 GULF POINTE PLAZA
Class Pay Code

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
040424		04/09/202	04/04/202	05/04/202			95.88	0.00	0.00	95.88 ✓
TRANSFER										
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
12696 GULF POINTE PLAZA							95.88	0.00	0.00	95.88

NW INS. PMT. dep. into mmc opt. in error

Report Summary

Grand Totals:	Gross	Discount	No-Pay	Net
	95.88	0.00	0.00	95.88

APPROVED ON

APR 12 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

RECEIVED BY THE
COUNTY AUDITOR ON

MEMORIAL MEDICAL CENTER

04/11/2024

12:04

APR 11 2024

AP Open Invoice List

ap_open_invoice.template

Dates Through:

Vendor# / Vendor Name CALHOUN COUNTY, TEXAS

Class Pay Code

13004 ✓ TUSCANY VILLAGE

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
041024		04/10/202	04/10/202	04/11/202			320,000.00	0.00	0.00	320,000.00

OPTUM TEMPORARY FUNDING

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
13004	TUSCANY VILLAGE	320,000.00	0.00	0.00	320,000.00

Report Summary

Grand Totals:	Gross	Discount	No-Pay	Net
	320,000.00	0.00	0.00	320,000.00

APPROVED ON

APR 12 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

Memorial Medical Center
Nursing Home UPL
Weekly Context Transfer
Prosperity Accounts
4/15/2024

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		26,841.16	26,741.16	156,115.55		156,215.55	156,115.55
						Bank Balance Variance	
						Leave in Balance	100.00

Routine Information for Ashford Gardens:

Ashford Health Care Center Ltd Co
JP Morgan Chase Bank

						April Interest	
						May Interest	
						June Interest	
						Adjust Balance/Transfer Amt	156,115.55
							156,081.45
						Bank Balance Variance	156,081.45
						Leave in Balance	100.00
						Wellpoint Y6 Comp & Allocation Recon	25,129.35

						April Interest	
						May Interest	
						June Interest	
						Adjust Balance/Transfer Amt	131,758.10
							278,257.81
						Bank Balance Variance	278,257.81
						Leave in Balance	100.00
						Wellpoint Y6 Comp & Allocation Recon	11,338.04

						April Interest	
						May Interest	
						June Interest	
						Adjust Balance/Transfer Amt	264,819.77
							31,239.55
						Bank Balance Variance	31,239.55
						Leave in Balance	100.00
						Wellpoint Y6 Comp & Allocation Recon	7,379.01

						April Interest	
						May Interest	
						June Interest	
						Adjust Balance/Transfer Amt	28,760.94
							159,524.98
						Bank Balance Variance	159,514.98
						Leave in Balance	100.00
						Wellpoint Y6 Comp & Allocation Recon	20,889.18

156,115.55 +
131,758.10 +
264,819.77 +
28,760.94 +
138,541.70 +
719,996.01 0

Note: Only balances of over \$1,000 will be transferred to the nursing home.
Note 2: Each account has a base balance of \$100 that AMMC deposits to open account.

APPROVED ON

APR 15 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

TOTAL TRANSFERS 719,996.01

Approved: Andrew De Los Santos
ANDREW DE LOS SANTOS 4/15/2024

Transfer-Out	Transfer-In
4/11/2024 HNB - ECHO HCLCLAIMPMT 746003411 440000246318	2,088.48
4/12/2024 HNB - ECHO HCLCLAIMPMT 746003411 440000246410	27,493.27
4/12/2024 UHC COMMUNITY PL HCLCLAIMPMT 746003411 910000	7,491.39
4/12/2024 UHC COMMUNITY PL HCLCLAIMPMT 746003411 910000	60,764.98
4/11/2024 WIRE OUT ASH/DND HEALTH CARE CENTER LTD	26,741.16
4/10/2024 UHC COMMUNITY PL HCLCLAIMPMT 746003411 910000	25,040.01
4/9/2024 HNB - ECHO HCLCLAIMPMT 746003411 440000231729	19,296.40
4/9/2024 UHC COMMUNITY PL HCLCLAIMPMT 746003411 910000	0.12
4/9/2024 HEALTH HUMAN SVC HCLCLAIMPMT 17460034113005 2	4,657.89
4/8/2024 UnitedHealthcare HCLCLAIMPMT 746003411 910000	27.92
4/8/2024 UHC COMMUNITY PL HCLCLAIMPMT 746003411 910000	0.35
4/8/2024 UHC COMMUNITY PL HCLCLAIMPMT 746003411 910000	0.10
4/8/2024 NOVITAS SOLUTION HCLCLAIMPMT 675471 420000100	9,255.42

Transfer-Out	Transfer-In	QIPP/Comp1	QIPP/Comp 2	QIPP/Comp3	QIPP/Comp4&Lapse	QIPP TI	NH PORTION
							7,088.48
							27,491.27
							7,491.39
							60,764.98
							25,040.01
							19,296.40
							0.12
							4,657.89
							77.32
							0.35
							0.10
							9,255.42
26,741.16	156,115.55						156,115.55

Transfer-Out	Transfer-In
4/12/2024 HNB - ECHO HCLCLAIMPMT 746003411 440000246410	20,749.50
4/12/2024 HNB - ECHO HCLCLAIMPMT 746003411 440000246318	7,424.26
4/12/2024 HNB - ECHO HCLCLAIMPMT 746003411 440000246318	823.28
4/11/2024 WIRE OUT CANTEX HEALTH CARE CENTERS III	77,188.29
4/10/2024 MANAGEANDNET1718 MHS PMNT 000000000004293 41	270.00
4/10/2024 HNB - ECHO HCLCLAIMPMT 746003411 440000268695	10,909.88
4/10/2024 UHC COMMUNITY PL HCLCLAIMPMT 746003411 910000	24,054.25
4/10/2024 UHC COMMUNITY PL HCLCLAIMPMT 746003411 910000	5,344.74
4/10/2024 AARP Supplementa HCLCLAIMPMT 746003411 124384	1,672.00
4/9/2024 HNB - ECHO HCLCLAIMPMT 746003411 440000231729	21,199.00
4/9/2024 UHC COMMUNITY PL HCLCLAIMPMT 746003411 910000	15,740.48
4/9/2024 HUMANA INS CO HCLCLAIMPMT 45152790 8300005010	3,221.15
4/9/2024 HEALTH HUMAN SVC HCLCLAIMPMT 17460034113004 2	5,675.19
4/8/2024 HNB - ECHO HCLCLAIMPMT 746003411 440000279793	12,674.37

Transfer-Out	Transfer-In	QIPP/Comp1	QIPP/Comp 2	QIPP/Comp3	QIPP/Comp4&Lapse	QIPP TI	NH PORTION
							20,749.50
							7,424.26
							823.28
							77,188.29
							270.00
							10,909.88
							24,054.25
							5,344.74
							1,672.00
							21,199.00
							15,740.48
							3,221.15
							5,675.19
							12,674.37
77,188.29	131,758.10						131,758.10

Transfer-Out	Transfer-In
4/12/2024 Check 337	1,400.00
4/12/2024 HNB - ECHO HCLCLAIMPMT 746003411 440000246318	384.20
4/12/2024 HNB - ECHO HCLCLAIMPMT 746003411 440000246410	1,233.92
4/12/2024 HNB - ECHO HCLCLAIMPMT 746003411 440000246410	8,263.06
4/12/2024 HNB - ECHO HCLCLAIMPMT 746003411 440000246318	14,995.53
4/12/2024 DEVOTED HEALTH P HCLCLAIMPMT 21000027517520	1,188.00
4/12/2024 UHC COMMUNITY PL HCLCLAIMPMT 746003411 910000	19,266.55
4/11/2024 WIRE OUT CANTEX HEALTH CARE CENTERS III	86,880.16
4/11/2024 HNB - ECHO HCLCLAIMPMT 746003411 440000205633	5,496.00
4/11/2024 DEVOTED HEALTH P HCLCLAIMPMT 21000021262317	1,650.00
4/10/2024 DEVOTED HEALTH P HCLCLAIMPMT 21000020351853	4,385.00
4/10/2024 DEVOTED HEALTH P HCLCLAIMPMT 21000020351855	7,000.00
4/10/2024 UHC COMMUNITY PL HCLCLAIMPMT 746003411 910000	16,903.71
4/10/2024 UHC COMMUNITY PL HCLCLAIMPMT 746003411 910000	1,741.88
4/10/2024 DEVOTED HEALTH P HCLCLAIMPMT 21000024974830	16,200.00
4/10/2024 DEVOTED HEALTH P HCLCLAIMPMT 21000024974828	62,831.00
4/10/2024 DEVOTED HEALTH P HCLCLAIMPMT 21000024974826	2,250.00
4/9/2024 HNB - ECHO HCLCLAIMPMT 746003411 440000231729	61.06
4/9/2024 UnitedHealthcare HCLCLAIMPMT 746003411 124384	6,280.00
4/9/2024 HUMANA INS CO HCLCLAIMPMT 45152790 8300005010	3,720.00
4/9/2024 HUMANA CHA DISB HCLCLAIMPMT 45229080 42000013	1,344.00
4/9/2024 HEALTH HUMAN SVC HCLCLAIMPMT 17460034113008 2	3,182.63
4/9/2024 DEVOTED HEALTH P HCLCLAIMPMT 21000027302445	16,870.00
4/9/2024 DEVOTED HEALTH P HCLCLAIMPMT 21000027302451	12,500.00
4/9/2024 DEVOTED HEALTH P HCLCLAIMPMT 21000027302451	27,044.00
4/9/2024 DEVOTED HEALTH P HCLCLAIMPMT 21000027302449	6,300.00
4/9/2024 DEVOTED HEALTH P HCLCLAIMPMT 21000027302447	14,850.00
4/8/2024 UNITEDHEALTHCARE HCLCLAIMPMT 746003411 124384	389.23
4/8/2024 AARP Supplementa HCLCLAIMPMT 746003411 124384	4,488.00

Transfer-Out	Transfer-In	QIPP/Comp1	QIPP/Comp 2	QIPP/Comp3	QIPP/Comp4&Lapse	QIPP TI	NH PORTION
							384.20
							1,233.92
							8,263.06
							14,995.53
							1,188.00
							19,266.55
							86,880.16
							5,496.00
							1,650.00
							4,385.00
							7,000.00
							16,903.71
							1,741.88
							16,200.00
							62,831.00
							2,250.00
							61.06
							6,280.00
							3,720.00
							1,344.00
							3,182.63
							16,870.00
							12,500.00
							27,044.00
							6,300.00
							14,850.00
							389.23
							4,488.00
86,880.16	264,819.77						264,819.77

Transfer-Out	Transfer-In
4/12/2024 HNB - ECHO HCLCLAIMPMT 746003411 440000246410	2,448.44
4/12/2024 UHC COMMUNITY PL HCLCLAIMPMT 746003411 910000	17,658.09
4/10/2024 HEALTH HUMAN SVC HCLCLAIMPMT 17460034113006 2	4,036.10
4/8/2024 HNB - ECHO HCLCLAIMPMT 746003411 440000278817	3,990.09

Transfer-Out	Transfer-In	QIPP/Comp1	QIPP/Comp 2	QIPP/Comp3	QIPP/Comp4&Lapse	QIPP TI	NH PORTION
							2,448.44
							17,658.09
							4,036.10
							3,990.09
							28,132.72

Transfer-Out	Transfer-In
4/12/2024 MOLINA HEALTHCARE MOLINAACH 01271259 42000010	515.00
4/12/2024 HNB - ECHO HCLCLAIMPMT 746003411 440000246318	8,903.23
4/12/2024 UnitedHealthcare HCLCLAIMPMT 746003411 124384	4,950.00
4/12/2024 UHC COMMUNITY PL HCLCLAIMPMT 746003411 910000	18,817.95
4/11/2024 WIRE OUT CANTEX HEALTH CARE CENTERS III	102,073.15
4/11/2024 HNB - ECHO HCLCLAIMPMT 746003411 440000205633	12,590.36
4/10/2024 MANAGEANDNET1718 MHS PMNT 000000000002482 41	5,356.80
4/10/2024 HNB - ECHO HCLCLAIMPMT 746003411 440000268695	6,615.67
4/10/2024 UHC COMMUNITY PL HCLCLAIMPMT 746003411 910000	25,040.30
4/9/2024 NOVITAS SOLUTION HCLCLAIMPMT 676310 420000149	1,315.43
4/9/2024 HUMANA INS CO HCLCLAIMPMT 45152726 8300005010	9,875.00
4/9/2024 HUMANA INS CO HCLCLAIMPMT 45152726 8300005010	5,530.00
4/9/2024 HUMANA CHA DISB HCLCLAIMPMT 45243156 42000013	20,536.00
4/9/2024 HEALTH HUMAN SVC HCLCLAIMPMT 17460034113007 2	2,641.11
4/8/2024 MANAGEANDNET1718 MHS PMNT 000000000002482 41	1,300.00
4/8/2024 UNITEDHEALTHCARE HCLCLAIMPMT 746003411 124384	2,250.00
4/8/2024 HEALTH HUMAN SVC HCLCLAIMPMT 17460034113007 2	10,672.65
4/8/2024 AARP Supplementa HCLCLAIMPMT 746003411 124384	1,632.00

Transfer-Out	Transfer-In	QIPP/Comp1	QIPP/Comp 2	QIPP/Comp3	QIPP/Comp4&Lapse	QIPP TI	NH PORTION
							515.00
							8,903.23
							4,950.00
							18,817.95
							102,073.15
							12,590.36
							5,356.80
							6,615.67
							25,040.30
							1,315.43
							9,875.00
							5,530.00
							20,536.00
							2,641.11
							1,300.00
							2,250.00
							10,672.65
							1,632.00
102,073.15	138,541.70						138,541.70

Account Name				
*4357 MEMORIAL MEDICAL CENTER - OPERATING	\$1,781,097.18	\$1,700,175.77	\$1,781,097.18	\$2,224,088.68
*4365 MEMORIAL MEDICAL CENTER - CLINIC SERIES 2014	\$543.19	\$543.19	\$543.19	\$543.19
*4373 MEMORIAL MEDICAL CENTER - PRIVATE WAIVER CLEARING	\$437.28	\$437.28	\$437.28	\$437.28
*4381 MEMORIAL MEDICAL CENTER / NH ASHFORD ✓	\$156,215.55 ✓	\$156,215.55	\$156,215.55	\$58,377.43
*4403 MEMORIAL MEDICAL CENTER / NH BROADMOOR ✓	\$156,981.45 ✓	\$157,235.51	\$156,981.45	\$127,984.41
*4411 MEMORIAL MEDICAL CENTER / NH CRESCENT ✓	\$278,257.81 ✓	\$279,645.91	\$278,257.81	\$232,324.55
*4438 MEMORIAL MEDICAL CENTER / SOLERA AT WEST HOUSTON ✓	\$159,524.98 ✓	\$172,898.32	\$159,524.98	\$126,338.80
*4446 MEMORIAL MEDICAL CENTER / NH FORT BEND ✓	\$31,239.95 ✓	\$34,253.94	\$31,239.95	\$11,133.42
*4454 MEMORIAL MEDICAL / NH GOLDEN CREEK HEALTHCARE	\$33,773.88	\$44,353.15	\$33,773.88	\$32,944.12
*5433 MMC -NH GULF POINTE PLAZA - PRIVATE PAY	\$14,462.29	\$15,702.83	\$14,462.29	\$14,462.29
*5441 MMC -NH GULF POINTE PLAZA - MEDICARE/MEDICAID	\$13,532.47	\$13,532.47	\$13,532.47	\$10,579.56
*5506 MMC -NH BETHANY SENIOR LIVING	\$63,065.32	\$93,552.32	\$63,065.32	\$64,714.72
*3407 MMC -NH TUSCANY VILLAGE	\$34,948.67	\$34,948.67	\$34,948.67	\$21,669.86
*3660 MMC -BETHANY SR LIVING - DACA	\$100.00	\$100.00	\$100.00	\$100.00
*2998 MMC -MONEY MARKET FUND	\$609,891.25	\$609,891.25	\$609,891.25	\$609,891.25
Total Balance	\$3,334,071.27	\$3,313,484.16	\$3,334,071.27	\$3,535,589.56

Memorial Medical Center
Nursing Home UPL
Weekly Nexion Transfer
Prosperity Accounts
4/15/2024

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		201,443.45	201,343.45	33,673.88		33,773.88	33,673.88
					Bank Balance Variance	33,773.88	
					Leave in Balance	100.00	

Boyle Information for Golden Creek:
Nexion Health at Golden Creek
Wells Fargo Bank, N.A.

April Interest _____
May Interest _____
June Interest _____
Adjust Balance/Transfer Amt 33,673.88

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: Andrew De Los Santos
ANDREW DE LOS SANTOS 4/15/2024

APPROVED ON
APR 15 2024
BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

Golden Creek

4/12/2024 TSYS/TRANSFIRST CR CD DEP 543684555876917 91
4/11/2024 WIRE DUJ MEXION HEALTH d/u/a GOLDEN CREEK HC
4/11/2024 HH8 - ECHO HCCLAIMPMT 745003411 440000295633
4/11/2024 GOLDENCREEKHEALT MERC DEP 1220356 9100001476
4/10/2024 TSYS/TRANSFIRST CR CD DEP 543684555876917 91
4/9/2024 GOLDENCREEKHEALT MERC DEP 1220356 9100001461
4/9/2024 GOLDENCREEKHEALT MERC DEP 1220356 9100001461
4/8/2024 TSYS/TRANSFIRST CR CD DEP 543684555876917 91
4/8/2024 TSYS/TRANSFIRST CR CD DEP 543684555876917 91
4/8/2024 GOLDENCREEKHEALT MERC DEP 1220356 9100001458
4/8/2024 Am Health TX PAYMENT 21531 84307030004142

		MMC PORTION					NH PORTION
Transfer-Out	Transfer-In	QIPP/Comp1	QIPP/Comp 2	QIPP/Comp3	QIPP/Comp4 &Lapse	QIPP TI	
201,343.45	829.76	-	-	-	-	-	829.76
-	166.04	-	-	-	-	-	166.04
-	7,772.95	-	-	-	-	-	7,772.95
-	922.73	-	-	-	-	-	922.73
-	475.00	-	-	-	-	-	475.00
-	1,219.00	-	-	-	-	-	1,219.00
-	8,422.40	-	-	-	-	-	8,422.40
-	217.00	-	-	-	-	-	217.00
-	1,149.00	-	-	-	-	-	1,149.00
-	17,500.00	-	-	-	-	-	17,500.00
201,343.45	33,673.88	-	-	-	-	-	33,673.88

Account Name				
*4357 MEMORIAL MEDICAL CENTER - OPERATING	\$1,781,097.18	\$1,700,175.77	\$1,781,097.18	\$2,224,088.68
*4385 MEMORIAL MEDICAL CENTER - CLINIC SERIES 2014	\$543.19	\$543.19	\$543.19	\$543.19
*4373 MEMORIAL MEDICAL CENTER - PRIVATE WAIVER CLEARING	\$437.28	\$437.28	\$437.28	\$437.28
*4381 MEMORIAL MEDICAL CENTER / NH ASHFORD	\$156,215.55	\$156,215.55	\$156,215.55	\$58,377.43
*4403 MEMORIAL MEDICAL CENTER / NH BROADMOOR	\$156,981.45	\$157,235.51	\$156,981.45	\$127,984.41
*4411 MEMORIAL MEDICAL CENTER / NH CRESCENT	\$278,257.81	\$279,645.91	\$278,257.81	\$232,324.55
*4438 MEMORIAL MEDICAL CENTER / SOLERA AT WEST HOUSTON	\$159,524.98	\$172,896.32	\$159,524.98	\$128,338.80
*4446 MEMORIAL MEDICAL CENTER / NH FORT BEND	\$31,239.95	\$34,253.94	\$31,239.95	\$11,133.42
*4454 MEMORIAL MEDICAL / NH GOLDEN CREEK ✓ HEALTHCARE	\$33,773.88 ✓	\$44,353.15	\$33,773.88	\$32,944.12
*5433 MMC -NH GULF POINTE PLAZA - PRIVATE PAY	\$14,462.29	\$15,702.83	\$14,462.29	\$14,462.29
*5441 MMC -NH GULF POINTE PLAZA - MEDICARE/MEDICAID	\$13,532.47	\$13,532.47	\$13,532.47	\$10,579.56
*5506 MMC -NH BETHANY SENIOR LIVING	\$83,085.32	\$93,552.32	\$83,065.32	\$64,714.72
*3407 MMC -NH TUSCANY VILLAGE	\$34,948.67	\$34,948.67	\$34,948.67	\$21,669.86
*3680 MMC -BETHANY SR LIVING - DACA	\$100.00	\$100.00	\$100.00	\$100.00
*2998 MMC -MONEY MARKET FUND	\$609,891.25	\$609,891.25	\$609,891.25	\$609,891.25
Total Balance	\$3,334,071.27	\$3,313,484.16	\$3,334,071.27	\$3,535,589.56

Memorial Medical Center
Nursing Home UPL
Weekly HMG Transfer
Prosperity Accounts
4/15/2024

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
~~Old Point Place Plaza~~	~~██████████~~	556.84	-	13,905.45	✓		14,462.29	no transfer ✓
						Bank Balance	14,462.29	
						Variance		
						Leave in Balance	100.00	
						claim payment to ashford	10,354.29	✓
						Adjust Balance/Transfer Amt	3,998.02	✓
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
~~Old Point Place Plaza~~	~~██████████~~	69,273.30	69,173.30	13,432.47	✓		13,532.47	13,432.47 ✓
						Bank Balance	13,532.47	
						Variance		
						Leave in Balance	100.00	
						Adjust Balance/Transfer Amt	13,432.47	✓
TOTAL TRANSFERS							17,430.49	

Routing Information for Gulf Points Plaza:

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 MMHC deposited to open account.

Approved: Andrew De Los Santos
ANDREW DE LOS SANTOS 4/15/2024

APPROVED ON
APR 15 2024
BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

Sub Point Principal Pay

4/9/2024 HNB - ECHO HCCLAIMPMT 746003411 440000231729
4/8/2024 NDC SWEEP FAC H261 21000020133598 SWEEP FR

MMC PORTION							NH PORTION
Transfer-Out	Transfer-In	QIPP/Comp1	QIPP/Comp2	QIPP/Comp3	QIPP/Comp4 & Lapse	QIPP TI	
-	306.28	-	-	-	-	-	306.28
-	13,599.17	-	-	-	-	-	13,599.17
-	13,905.45	-	-	-	-	-	13,905.45

Sub Point Principal Pay

4/12/2024 MERCHANT BANKCD DEPOSIT 496478518889 9100001
4/11/2024 WIRE OUT HMG Rockport SNF, LP - Commercial
4/10/2024 NORIDIAN 13A HCCLAIMPMT 675892 4200001507678
4/8/2024 MERCHANT BANKCD DEPOSIT 496478518889 9100001

MMC PORTION							NH PORTION
Transfer-Out	Transfer-In	QIPP/Comp1	QIPP/Comp2	QIPP/Comp3	QIPP/Comp4 & Lapse	QIPP TI	
-	2,952.91	-	-	-	-	-	2,952.91
69,173.30	-	-	-	-	-	-	-
-	2,840.25	-	-	-	-	-	2,840.25
-	7,639.31	-	-	-	-	-	7,639.31
69,173.30	13,432.47	-	-	-	-	-	13,432.47
69,173.30	27,337.92	-	-	-	-	-	27,337.92

Account Name				
*4357 MEMORIAL MEDICAL CENTER - OPERATING	\$1,781,097.18	\$1,700,175.77	\$1,781,097.18	\$2,224,088.68
*4365 MEMORIAL MEDICAL CENTER - CLINIC SERIES 2014	\$543.19	\$543.19	\$543.19	\$543.19
*4373 MEMORIAL MEDICAL CENTER - PRIVATE WAIVER CLEARING	\$437.28	\$437.28	\$437.28	\$437.28
*4381 MEMORIAL MEDICAL CENTER / NH ASHFORD	\$156,215.55	\$156,215.55	\$156,215.55	\$58,377.43
*4403 MEMORIAL MEDICAL CENTER / NH BROADMOOR	\$156,981.45	\$157,235.51	\$156,981.45	\$127,984.41
*4411 MEMORIAL MEDICAL CENTER / NH CRESCENT	\$278,257.81	\$279,645.91	\$278,257.81	\$232,324.55
*4438 MEMORIAL MEDICAL CENTER / SOLERA AT WEST HOUSTON	\$159,524.98	\$172,896.32	\$159,524.98	\$126,338.80
*4446 MEMORIAL MEDICAL CENTER / NH FORT BEND	\$31,239.95	\$34,253.94	\$31,239.95	\$11,133.42
*4454 MEMORIAL MEDICAL / NH GOLDEN CREEK HEALTHCARE	\$33,773.88	\$44,353.15	\$33,773.88	\$32,944.12
*5433 MMC -NH GULF POINTE PLAZA - PRIVATE PAY ✓	\$14,462.29 ✓✓	\$15,702.83	\$14,462.29	\$14,462.29
*5441 MMC -NH GULF POINTE PLAZA - MEDICARE/MEDICAID ✓	\$13,532.47 ✓	\$13,532.47	\$13,532.47	\$10,579.56
*5506 MMC -NH BETHANY SENIOR LIVING	\$63,065.32	\$93,552.32	\$63,065.32	\$64,714.72
*3407 MMC -NH TUSCANY VILLAGE	\$34,948.67	\$34,948.67	\$34,948.67	\$21,689.86
*3680 MMC -BETHANY SR LIVING - DACA	\$100.00	\$100.00	\$100.00	\$100.00
*2998 MMC -MONEY MARKET FUND	\$609,891.25	\$609,891.25	\$609,891.25	\$609,891.25
Total Balance	\$3,334,071.27	\$3,313,484.16	\$3,334,071.27	\$3,535,589.56

Memorial Medical Center
Nursing Home UPL
Weekly Tuscany Transfer
Prosperity Accounts
4/15/2024

Nursing Home	Account Number	Previous Beginning Balance	Transfer-Out	Transfer-In	Cts Cleared	Pending Deposits	Today's Beginning Balance	Amount to Be Transferred to Nursing Home
Tuscany, Virginia		26,078.96	27,978.96	34,848.67			34,848.67	34,848.67
						Bank Balance Variance	34,948.67	
						Leave In Balance	100.00	

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.

Adjust Balance/Transfer Amt 34,848.67
Approved: Andrew De Los Santos
ANDREW DE LOS SANTOS 4/15/2024

APPROVED ON
APR 15 2024
BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

TURCHIN VILLAGE

4/12/2024 Deposit
4/12/2024 HNB - ECHO HCCLAIMPMT 746003411 440000246318
4/11/2024 WIRE OUT VILLAGE POST ACUTE HEALTH SERVICE
4/11/2024 HNB - ECHO HCCLAIMPMT 746003411 440000205633
4/9/2024 HNB - ECHO HCCLAIMPMT 746003411 440000231729

		MMC PORTION					NH PORTION
Transfer-Out	Transfer-In	QIPP/Comp 1	QIPP/Comp 2	QIPP/Comp 3	QIPP/Comp 4&Lapse	QIPP TI	
.	1,400.00					-	1,400.00
✓ 27,978.96 ✓	11,878.81					-	11,878.81
.	18,599.36					-	18,599.36
.	2,970.50					-	2,970.50
27,978.96 ✓	34,848.67 ✓	.	.	.	.	-	34,848.67

SERVICES OVERVIEW

Account Name				
*4357 MEMORIAL MEDICAL CENTER - OPERATING	\$1,781,097.18	\$1,700,175.77	\$1,781,097.18	\$2,224,088.68
*4385 MEMORIAL MEDICAL CENTER - CLINIC SERIES 2014	\$543.19	\$543.19	\$543.19	\$543.19
*4373 MEMORIAL MEDICAL CENTER - PRIVATE WAIVER CLEARING	\$437.28	\$437.28	\$437.28	\$437.28
*4381 MEMORIAL MEDICAL CENTER / NH ASHFORD	\$156,215.55	\$156,215.55	\$156,215.55	\$58,377.43
*4403 MEMORIAL MEDICAL CENTER / NH BROADMOOR	\$156,981.45	\$157,235.51	\$156,981.45	\$127,984.41
*4411 MEMORIAL MEDICAL CENTER / NH CRESCENT	\$278,257.81	\$279,045.91	\$278,257.81	\$232,324.55
*4438 MEMORIAL MEDICAL CENTER / SOLERA AT WEST HOUSTON	\$159,524.98	\$172,896.32	\$159,524.98	\$126,338.80
*4446 MEMORIAL MEDICAL CENTER / NH FORT BEND	\$31,239.95	\$34,253.94	\$31,239.95	\$11,133.42
*4454 MEMORIAL MEDICAL / NH GOLDEN CREEK HEALTHCARE	\$33,773.88	\$44,353.15	\$33,773.88	\$32,944.12
*5433 MMC -NH GULF POINTE PLAZA - PRIVATE PAY	\$14,462.29	\$15,702.83	\$14,462.29	\$14,462.29
*5441 MMC -NH GULF POINTE PLAZA - MEDICARE/MEDICAID	\$13,532.47	\$13,532.47	\$13,532.47	\$10,579.56
*5506 MMC -NH BETHANY SENIOR LIVING	\$63,065.32	\$93,552.32	\$63,065.32	\$64,714.72
*3407 MMC -NH TUSCANY VILLAGE ✓	\$34,948.67 ✓	\$34,948.67	\$34,948.67	\$21,669.86
*3660 MMC -BETHANY SR LIVING - DACA	\$100.00	\$100.00	\$100.00	\$100.00
*2988 MMC -MONEY MARKET FUND	\$609,891.25	\$609,891.25	\$609,891.25	\$609,891.25
Total Balance	\$3,334,071.27	\$3,313,484.16	\$3,334,071.27	\$3,535,588.58

Memorial Medical Center
Nursing Home UPL
Weekly HSL Transfer
Prosperity Accounts
4/15/2024

Nursing Home	Account Number	Previous Beginning Balance	Transfer-Out	Transfer-In	Cts Cleared	Pending Medicare Repayment	Today's Beginning Balance	Amount to Be Transferred to Nursing Home
~~Bethany Senior Living~~		149,402.30	152,295.70	65,958.72			63,065.32	62,965.32
						Bank Balance	63,065.32	
						Variance		
						Leave in Balance	100.00	

April Interest
May Interest
June Interest
Adjust Balance/Transfer Amt 62,965.32
Approved: Andrew De Los Santos
ANDREW DE LOS SANTOS 4/15/2024

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 ON
APR 15 2024
BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

Rothman Senior Living

4/12/2024 deposit item return
4/12/2024 deposit item return
4/12/2024 WIRE OUT PORT LAVACA NH LLC
4/11/2024 NDC SWEEP FAC K235 31316969745580 SWEEP FR
4/12/2024 HEALTH HUMAN SVC HCCLAIMPMT 17460034113018 2
4/10/2024 HEALTH HUMAN SVC HCCLAIMPMT 17460034113016 2
4/9/2024 Deposit
4/9/2024 Deposit
4/9/2024 Deposit

MMC PORTION						NH PORTION
Transfer Out	Transfer In	QIPP/Comp1	QIPP/Comp 2	QIPP/Comp3	QIPP/Comp4&Lap10	
1,648.40	-	-	-	-	-	-
1,244.00	-	-	-	-	-	-
149,302.30	-	-	-	-	-	-
-	10,954.86	-	-	-	-	10,954.86
-	2,762.00	-	-	-	-	2,762.00
-	8,145.41	-	-	-	-	8,145.41
-	95.03	-	-	-	-	95.03
-	30,045.12	-	-	-	-	30,045.12
-	4,556.30	-	-	-	-	4,556.30
✓ 192,295.70 ✓	65,958.72 ✓	-	-	-	-	65,958.72 ✓

Returned Resident Checks

Business Overview

Account Name

*4357 MEMORIAL MEDICAL CENTER - OPERATING	\$1,781,097.18	\$1,700,175.77	\$1,781,097.18	\$2,224,088.68
*4385 MEMORIAL MEDICAL CENTER - CLINIC SERIES 2014	\$543.19	\$543.19	\$543.19	\$543.19
*4373 MEMORIAL MEDICAL CENTER - PRIVATE WAIVER CLEARING	\$437.28	\$437.28	\$437.28	\$437.28
*4381 MEMORIAL MEDICAL CENTER / NH ASHFORD	\$156,215.55	\$156,215.55	\$156,215.55	\$58,377.43
*4403 MEMORIAL MEDICAL CENTER / NH BROADMOOR	\$156,981.45	\$157,235.51	\$156,981.45	\$127,984.41
*4411 MEMORIAL MEDICAL CENTER / NH CRESCENT	\$278,257.81	\$279,645.91	\$278,257.81	\$232,324.56
*4438 MEMORIAL MEDICAL CENTER / SOLERA AT WEST HOUSTON	\$159,524.98	\$172,896.32	\$159,524.98	\$126,338.80
*4446 MEMORIAL MEDICAL CENTER / NH FORT BEND	\$31,239.95	\$34,253.94	\$31,239.95	\$11,133.42
*4454 MEMORIAL MEDICAL / NH GOLDEN CREEK HEALTHCARE	\$33,773.88	\$44,353.15	\$33,773.88	\$32,944.12
*5433 MMC -NH GULF POINTE PLAZA - PRIVATE PAY	\$14,462.29	\$15,702.83	\$14,462.29	\$14,462.29
*5441 MMC -NH GULF POINTE PLAZA - MEDICARE/MEDICAID	\$13,532.47	\$13,532.47	\$13,532.47	\$10,579.56
*5506 MMC -NH BETHANY SENIOR LIVING ✓	\$63,065.32 ✓	\$93,552.32	\$63,065.32	\$64,714.72
*3407 MMC -NH TUSCANY VILLAGE	\$34,948.67	\$34,948.67	\$34,948.67	\$21,669.86
*3660 MMC -BETHANY SR LIVING - DACA	\$100.00	\$100.00	\$100.00	\$100.00
*2998 MMC -MONEY MARKET FUND	\$609,891.25	\$609,891.25	\$609,891.25	\$609,891.25
Total Balance	\$3,334,071.27	\$3,313,484.16	\$3,334,071.27	\$3,535,589.86

MEMORIAL MEDICAL CENTER
CHECK REQUEST

P

Ashford

Date Requested:

4/15/2024

A

Y

E

E

APPROVED ON

APR 15 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

FOR ACCT USE ONLY

- ☐ Imprest Cash
☐ A/P Check
☐ Mail Check to Vendor
☐ Return Check to Dept

AMOUNT:

\$

10,364.27

G/L NUMBER:

21400007

EXPLANATION:

Claim payment transfer from Gulf Pointe to Ashford

REQUESTED BY:

Caitlin Clevenger

AUTHORIZED BY:

Andrew D. Gonsky

4/15/24

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 04.17.24
1000 - GENERAL FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
AMBULANCE OPERATIONS-GENERAL	290	ADVERTISING	60012	PORT LAVACA WAVE	62340	3000703...	GNL AMB OP 3/6 PUBLIC NOTICE AD	62.80	
			60012	PORT LAVACA WAVE	62340	3000704...	GNL AMB OP 3/24 PUBLIC NOTICE AD	62.80	
AMBULANCE OPERATIONS-GENERAL	Total 290							125.60	0.00
AMBULANCE OPERATIONS-PORT O'CONNOR	330	SERVICES	65740	TISD INC.	7646	1057292...	POC AMB 4/8 ACT# 105729 MAY 2024 INTERNET	74.99	
AMBULANCE OPERATIONS-PORT O'CONNOR	Total 330							74.99	0.00
BUILDING MAINTENANCE	170	BUILDING SUPPLIES/PARTS	53610	GULF COAST HARDWARE LLC	63196	184238	MAINT 1/3 DRILL BIT	59.99	
			53610	GULF COAST HARDWARE LLC	63196	185072	MAINT 1/29 ADAPTER	2.78	
			53610	GULF COAST HARDWARE LLC	63196	185164	MAINT 1/31 AIR FILTER	6.59	
			53610	GULF COAST HARDWARE LLC	63196	185405	MAINT 2/7 WEED KILLER	33.98	
			53610	GULF COAST HARDWARE LLC	63196	185593	MAINT 2/13 5-QT CONTAINER	4.59	
			53610	GULF COAST HARDWARE LLC	63196	185839	MAINT 2/21 STRAPS, BALL VALVE, PUSH ELBOW	59.15	
			53610	GULF COAST HARDWARE LLC	63196	185979	MAINT 2/26 SEAL, GASKET REPAIR KIT	17.99	
			53610	GULF COAST HARDWARE LLC	63196	186053	MAINT 2/28 WIRECONN-SCREWON	8.59	
			53610	GULF COAST HARDWARE LLC	63196	186129	MAINT 3/1 BATTERIES, BULB	15.17	
			53610	GULF COAST HARDWARE LLC	63196	186218	MAINT 3/5 VALVE, FAUCET SUPP LINE	25.98	
			53610	GULF COAST HARDWARE LLC	63196	186357	MAINT 3/8 SINK TAIL PIECE, MAGNIFYING GLASS	22.58	

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 04.17.24
1000 - GENERAL FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit	
BUILDING MAINTENANCE	Total 170		53610	GULF COAST HARDWARE LLC	63196	186528	MAINT 3/13 STOP VALVE	11.99		
			53610	GULF COAST HARDWARE LLC	63196	186654	MAINT 3/18 PIPE, ELBOW, ADAPTER, BUSHING	33.07		
			53610	GULF COAST HARDWARE LLC	63196	186884	MAINT 3/25 SHUT OFF VALVE, HARDWARE	37.35		
			53610	GULF COAST HARDWARE LLC	63196	186907	MAINT 3/26 WASP SPRAY, BRUSHES	29.75		
			53610	GULF COAST HARDWARE LLC	63196	186912	MAINT 3/26 DECK SCREWS	15.99		
			53610	GULF COAST HARDWARE LLC	63196	186958	MAINT 3/27 BALLCOCK, MISC SUPP	17.98		
		JANITOR SUPPLIES	53640	GULF COAST PAPER CO INC	2619	2519324	MAINT 4/2 TISSUE, PAPER TOWELS, SOAP, MISC JANITOR SUP	1,631.37		
			53640	GULF COAST PAPER CO INC	2619	2519428	MAINT 4/2 WATER HOG MA	413.72		
			53640	GULF COAST PAPER CO INC	2619	2521514	MAINT 4/8 MOP HANDLE	27.78		
		REPAIRS-COURTHOUSE AND JAIL	65454	FRYER RICKY	8908	243571	MAINT 4/1 REPAIR BOTH BOILERS @ CH	1,925.00		
								4,401.39	0.00	
COMMISSIONERS COURT	230	DE-GO-LA DUES	54050	DE-GO-LA RC&D	1436	20241	COM CRT 4/4 2024 ANNUAL DUES	250.00		
		INTERNET SERVICES	62955	SPARKLIGHT	9988	1128551...	COM CRT 4/1 ACT# 112855176 APRIL 2024 INTERNET	1,361.28		
		LEGAL NOTICES	63290	PORT LAVACA WAVE	62340	3000702...	COM CRT 3/6 100YR FLOODPLAIN	306.25		
			63290	PORT LAVACA WAVE	62340	3000705...	COM CRT 3/27 NOTICE OF PUBLIC HEARING	37.50		
COMMISSIONERS COURT	Total 230								1,955.03	0.00

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 04.17.24
1000 - GENERAL FUND

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COUNTY CLERK	250	COPY MACHINE LEASE	61340	GREAT AMERICA FINANCIAL	2751	36201692	CO CLK 3/25 COPIER, SCANNER LEASES	428.00	
		MISCELLANEOUS	63920	TEXAS DEPT OF STATE HEALTH	1512	2021805	CO CLK 4/1 MARCH 2024 REMOTE BIRTH ACCESS	75.03	
		TRAINING TRAVEL OUT OF COUNTY	66316	GOODMAN ANNA M	EM...	PO2504...	CO CLK 4/12 TRAVEL REIMB- SAN ANTONIO, TX 4/10- 4/12	174.67	
COUNTY CLERK	Total 250							677.70	0.00
DISTRICT ATTORNEY	510	BOOKS-LAW	70500	THOMSON REUTERS - WEST	8612	8499434...	DA 4/1 MARCH 2024 WESTLAW	1,335.60	
			70500	THOMSON REUTERS - WEST	8612	8300166...	DA 4/1 APRIL 2024 LIBRARY PLAN CHGS	300.40	
DISTRICT ATTORNEY	Total 510							1,636.00	0.00
DISTRICT CLERK	420	TRAINING TRAVEL OUT OF COUNTY	66316	TEXAS ASSOCIATION OF COUNTIES	7819	354899	DIST CLK 4/3 CONF REG- 7/7- 7/11 A. GARZA	250.00	
			66316	TEXAS ASSOCIATION OF COUNTIES	7819	354905	DIST CLK 4/3 CONF REG- 7/7- 7/11 L. GARCIA	250.00	
			66316	KABELA ANNA	EM...	PO4202...	DIST CLK 4/15 TRAVEL REIMB- SAN ANTONIO, TX 4/10- 4/12	469.91	
			66316	KOBLE GEE GEE	EM...	PO4202...	DIST CLK 4/15 TRAVEL REIMB- SAN ANTONIO, TX 4/10- 4/12	730.94	
DISTRICT CLERK	Total 420							1,700.85	0.00
DISTRICT COURT	430	ADULT ASSIGNED-ATTORNEY FEES	60050	FAIRES MARVIN L JR	2400	2024075	DIST CRT 4/1 C# 2021-CR-8348-DC M. DELGADO	730.00	
			60050	BERRY TRAVIS WILEY	3702	2024082	DIST CRT 4/5 C# 2020-CR-8270-DC J. JANUARY	1,575.00	
			60050	BERRY TRAVIS WILEY	3702	2024083	DIST CRT 4/5 C# 2022-CR-8390-DC J. JANUARY	1,575.00	

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 04.17.24
1000 - GENERAL FUND

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			60050	BERRY TRAVIS WILEY	3702	2024084	DIST CRT 4/5 C# 2022-CR-8604-DC J. JANUARY	1,575.00	
			60050	BERRY TRAVIS WILEY	3702	2024085	DIST CRT 4/5 C# 2022-CR-8644-DC J. JANUARY	1,575.00	
			60050	BERRY TRAVIS WILEY	3702	2024086	DIST CRT 4/5 C# 2022-CR-8645-DC J. JANUARY	1,575.00	
			60050	BERRY TRAVIS WILEY	3702	2024087	DIST CRT 4/5 C# 2022-CR-8646-DC J. JANUARY	1,575.00	
			60050	POWERS RICHARD J	63890	2024076	DIST CRT 4/1 C# 2023-CR-8908-DC C. MORALES	100.00	
			60050	POWERS RICHARD J	63890	2024077	DIST CRT 4/1 C# 2020-CR-8369-DC G. HICKS	350.00	
			60050	POWERS RICHARD J	63890	2024078	DIST CRT 4/1 C# 2023-CR-8907-DC C. MORALES	450.00	
			60050	POWERS RICHARD J	63890	2024079	DIST CRT 4/1 C# 2023-CR-8864-DC A. RODRIGUEZ	450.00	
			60050	POWERS RICHARD J	63890	2024080	DIST CRT 4/1 C# 2023-CR-8900-DC J. ADAMS	450.00	
DISTRICT COURT	Total 430							11,980.00	0.00
ELECTIONS	270	GENERAL OFFICE SUPPLIES	53020	AQUA BEVERAGE CO	89	146236	ELEC 4/4 WATER	39.50	
ELECTIONS	Total 270							39.50	0.00
EMERGENCY MANAGEMENT	630	EQUIPMENT-OFFICE	72350	GREAT AMERICA FINANCIAL	2751	36250506	EMER MGMT 4/1 COPIER LEASE	179.00	
EMERGENCY MANAGEMENT	Total 630							179.00	0.00
EMERGENCY MEDICAL SERVICES	345	BUILDING SUPPLIES/PARTS	53610	GULF COAST HARDWARE LLC	63198	187058	EMS 4/1 WASHERS TO SOUNDPROOF DORMS	12.49	

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 04.17.24
1000 - GENERAL FUND

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		SUPPLIES/OPERATING EXPENSES	53980	SAFETY VISION LLC	3370	INV4294	EMS 3/28 AMB CAMERA CLOUD HOSTING	1,400.00	
		CONTINUING EDUCATION	61080	ROLAS ERIKA	8568	PO3454...	EMS 4/10 REIMB ANNUAL DSHS PARAMEDIC LICENSE RENEWAL	126.00	
		LEASE/RENTAL	63220	OFFICE SYSTEMS CENTER	5806	36181046	EMS 3/21 COPIER LEASE	141.97	
		TELEPHONE SERVICES	66192	FRONTIER COMMUNICATIONS	2835	3615521...	EMS 3/28 ACT# 361-552-1140-032410-5 PHONE 3/28- 4/27	680.75	
			66192	FRONTIER COMMUNICATIONS	2835	3617852...	EMS 3/28 ACT# 361-785-2000-022718-5 PHONE 3/28- 4/27	269.32	
		UNIFORMS	66590	GALLS LLC	2614	0273772...	EMS 3/15 UNIFORMS	119.68	
			66590	GALLS LLC	2614	0274449...	EMS 3/22 UNIFORMS	246.46	
			66590	EMBLEM ENTERPRISES INC	7889	915680	EMS 3/22 (25) ARM PATCHES	102.99	
		UTILITIES	66600	SEAPORT LAKES WATER SYSTEM LLC	1560	1723	EMS 4/4 WATER	33.00	
		VEHICLE FUEL/OIL/SERVICE	67120	THIRD COAST DISTRIBUTING, LLC	75930	024435	EMS 3/29 OIL FILTERS- AMB GENERATOR	592.54	
		VEHICLE	74050	DANA SAFETY SUPPLY	4050	883719	EMS 12/11 STROBE LIGHTS- U12	2,195.60	
			74050	DANA SAFETY SUPPLY	4050	893169	EMS 2/9 SPEAKER- U12	275.15	
EMERGENCY MEDICAL SERVICES	Total 345							6,241.93	0.00
EXTENSION SERVICE	110	GENERAL OFFICE SUPPLIES	53020	QUILL LLC	6602	38048094	EXT SVC 4/4 BINDERS, BATTERIES, RECEIPT BOOK, PENS	206.65	
		TRAVEL/ OUT OF COUNTY- CEAFCS	66460	DISTRICT 11 TCAAA	1505	062823	EXT SVC 3/19 CONF REG- 4/18/24	25.00	
EXTENSION SERVICE	Total 110							231.65	0.00

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 04.17.24
1000 - GENERAL FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
FIRE PROTECTION-OLIVIA/P.. ALTO	650	SUPPLIES/OPERATING EXPENSES	53980	O REILLY AUTO PARTS	5803	0575360...	OPA VFD 4/3 FILTER ROPE HANDLE	19.58	
FIRE PROTECTION-OLIVIA/P.. ALTO	Total 650							19.58	0.00
FIRE PROTECTION-POINT COMFORT	660	SUPPLIES-MISCELLANEOUS	53992	THIRD COAST DISTRIBUTING, LLC	75930	019882	PC VFD 1/5 BATTERY- U634	192.99	
FIRE PROTECTION-POINT COMFORT	Total 660							192.99	0.00
FIRE PROTECTION-PORT OCONNOR	680	SERVICES	65740	O REILLY AUTO PARTS	5803	SC04496...	POC VFD 3/28 LATE FEES	4.43	
FIRE PROTECTION-PORT OCONNOR	Total 680							4.43	0.00
FIRE PROTECTION-SEADRIFT	690	SERVICES	65740	TSD INC.	7646	1016122...	SEA VFD 4/8 ACT# 101612 MAY 2024 INTERNET	49.99	
FIRE PROTECTION-SEADRIFT	Total 690							49.99	0.00
FIRE PROTECTION-SIX MILE	695	SUPPLIES-MISCELLANEOUS	53992	TRI-WHOLESALE COMPANY, INC.	7637	9301113...	6MILE VFD 3/30 BATTERY-BRUSH 524	574.76	
FIRE PROTECTION-SIX MILE	Total 695							574.76	0.00
HEALTH DEPARTMENT	350	ENVIRONMENTAL HEALTH SERVICES	62480	VICTORIA COUNTY PUBLIC	8219	ENV2405	HEALTH DEPT 4/1 MAY 2024 ENVIRONMENTAL HLTH SVCS	7,043.75	

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 04.17.24
1000 - GENERAL FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
HEALTH DEPARTMENT	Total 350							7,043.75	0.00
HIGHWAY PATROL	720	CONTRIB TO EXP-INTERLOCAL AGREEMENT	61277	JACKSON COUNTY TREASURER	3312	202434	HWY PATROL 4/1 INTERLOCAL AGREEMENT FY 2024 2ND QTR	2,477.95	
HIGHWAY PATROL	Total 720							2,477.95	0.00
HUMAN RESOURCES	265	TELEPHONE SERVICES	66192	FRONTIER COMMUNICATIONS	2855	3615512...	HR 4/11 ACT# 361-551-2181-011122-5 FAX 4/11-5/10	107.56	
HUMAN RESOURCES	Total 265							107.56	0.00
INFORMATION TECHNOLOGY	275	COMPUTER SUPPLIES	53110	CDW GOVERNMENT INC	1152	QB74560	IT 3/8 INTERNAL & EXTERNAL SSD DRIVES	1,086.01	
INFORMATION TECHNOLOGY	Total 275							1,086.01	0.00
JAIL OPERATIONS	180	JAIL MAINTENANCE/SUPPLIES	53420	BOB BARKER COMPANY INC	456	INV2001...	JAIL 3/18 HEAVY DUTY CLEANER	315.64	
		GROCERIES	53955	PERFORMANCE FOOD GROUP INC	63650	2967238	JAIL 4/5 INMATE GROCERIES	1,554.00	
			53955	PERFORMANCE FOOD GROUP INC	63650	2969932	JAIL 4/11 INMATE GROCERIES	1,408.72	
		SUPPLIES-MISCELLANEOUS	53992	DASH MEDICAL GLOVES INC	1514	INV1306...	JAIL 3/27 GLOVES	263.70	
			53992	PERFORMANCE FOOD GROUP INC	63650	2969932	JAIL 4/11 FOAM CUPS & CONTAINERS	99.64	
		COPIER RENTALS	61310	RICOH USA, INC.	34270	1077790...	JAIL 11/10 NOV 2023 COPIER LEASE	288.67	
			61310	RICOH USA, INC.	34270	1078668...	JAIL 12/13 DEC 2023 COPIER LEASE	288.67	
			61310	RICOH USA, INC.	34270	1079480...	JAIL 1/12 JAN 2024 COPIER LEASE	288.67	
			61310	RICOH USA, INC.	34270	1080357...	JAIL 2/9 FEB 2024 COPIER LEASE	288.67	
			61310	RICOH USA, INC.	34270	1081222...	JAIL 3/13 MARCH 2024 COPIER LEASE	288.67	

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 04.17.24
1000 - GENERAL FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
JAIL OPERATIONS	Total 180							5,387.64	0.00
JUSTICE OF PEACE PRECINCT #2	460	GENERAL OFFICE SUPPLIES	53020	AQUA BEVERAGE CO	89	146239	JP2 4/4 WATER	45.00	
		OMNIBASE PROGRAM SERVICES	64230	OMNIBASE SERVICES OF TEXAS	5829	1240020...	JP2 4/1 1ST QTR 2024 ACTIVITY	360.00	
JUSTICE OF PEACE PRECINCT #2	Total 460							405.00	0.00
JUSTICE OF PEACE-PRECINCT #1	450	TRAINING TRAVEL OUT OF COUNTY	66316	KURTZ HOPE D	8791	PO4504...	JP1 4/12 TRAVEL REIMB-AUSTIN, TX 4/7-4/9	351.88	
JUSTICE OF PEACE-PRECINCT #1	Total 450							351.88	0.00
JUSTICE OF PEACE-PRECINCT #3	470	TRAINING TRAVEL OUT OF COUNTY	66316	DIMAK TANYA	1420	PO248	JP3 4/11 TRAVEL REIMB-AUSTIN, TX 4/7-4/9	325.45	
JUSTICE OF PEACE-PRECINCT #3	Total 470							325.45	0.00
JUSTICE OF PEACE-PRECINCT #4	480	DUES	54020	TEXAS ASSOCIATION OF COUNTIES	7819	239321/...	JP4 1/1 2024 DUES	70.00	
		TELEPHONE SERVICES	66192	TISD INC.	7646	8381220...	JP4 4/8 ACT# 083812 MAY 2024 INTERNET	39.99	
JUSTICE OF PEACE-PRECINCT #4	Total 480							109.99	0.00
JUSTICE OF PEACE-PRECINCT #5	490	GENERAL OFFICE SUPPLIES	53020	ODP BUSINESS SOLUTIONS LLC	12340	3567626...	JP5 3/26 CHAIRMAT	59.99	
			53020	ODP BUSINESS SOLUTIONS LLC	12340	3597652...	JP5 3/28 METAL SIGN	20.99	

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 04.17.24
1000 - GENERAL FUND

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JUSTICE OF PEACE-PRECINCT #5	Total 490	OMNIBASE PROGRAM SERVICES	64230	OMNIBASE SERVICES OF TEXAS	5829	1240050...	JPS 4/1 1ST QTR 2024 ACTIVITY	66.00	
		TELEPHONE SERVICES	66192	TISD INC.	7646	6839820...	JPS 4/8 ACT# 068398 MAY 2024 INTERNET	89.99	
									0.00
JUVENILE COURT	500	JUVENILE DETENTION SERVICES	63110	VICTORIA REGIONAL JUVENILE	8249	332024	JUV CRT 4/2 MARCH 2024 DETENTION SVCS FOR (1) JUV	4,200.00	
JUVENILE COURT	Total 500	FIRE & SECURITY SERVICES	62630	TRIPLE D SECURITY CORPORATION	7649	0419293...	LIBRARY 4/1 ALARM MONITORING	50.00	0.00
		INTERNET SERVICES	62955	TISD INC.	7646	6122024...	SEA LIBRARY 4/8 ACT# 000612 MAY 2024 INTERNET	99.99	
		BOOKS & PRINT MATL-LIBRARY	70530	CENGAGE LEARNING, INC.	26020	84110208	LIBRARY 3/26 (4) BOOKS	124.76	
			70550	BAKER & TAYLOR	403	5018823...	LIBRARY 3/19 (17) BOOKS	188.38	
			70550	BAKER & TAYLOR	403	5018823...	LIBRARY 3/19 (11) BOOKS	175.84	
LIBRARY	Total 140							638.97	0.00
MUSEUM	150	TELEPHONE	66190	FRONTIER COMMUNICATIONS	2855	3615535...	MUSEUM ALARM 4/2 ACT# 361-533-5858-122716-5 PHONE 4/2- 5/1	104.08	
MUSEUM	Total 150							104.08	0.00
NO DEPARTMENT	999	RENTAL DEPOSITS	20820	NUNLEY DIANE	RF1...	1908	BAUER 1/2 DEPOSIT REFUND	250.00	
NO DEPARTMENT	Total 999							250.00	0.00
REVENUE	001	FEES-EMERGENCY MEDICAL SERVICES	44395	TEXAS MEDICAID	7733	23162201	EMS 10/30 REFUND ON CLAIM BILLED IN ERROR 110-2316-22-01-C	96.73	

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 04.17.24
1000 - GENERAL FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ver... ID	Document Number	Transaction Description	Debit	Credit
REVENUE	Total 001							96.73	0.00
ROAD AND BRIDGE-PRECINCT #1	540	GENERAL OFFICE SUPPLIES	53020	AQUA BEVERAGE CO	89	146223	RB1 4/4 WATER	54.25	
		MACHINERY PARTS/SUPPLIES	53210	DOGGETT HEAVY MACHINERY SERV	234	W29282	RB1 4/4 CUTTING EDGE, BOLT, NUT- #0322	418.58	
			53210	POWER HARDWARE LLC	62260	A106886	RB1 4/3 COPPER TUBING	9.18	
			53210	GULF COAST HARDWARE LLC	63191	187164	RB1 4/4 TOYOTA PARTS	34.36	
			53210	TRI-WHOLESALE COMPANY, INC.	7637	9301114...	RB1 4/2 OIL FILTER	34.99	
			53210	TRI-WHOLESALE COMPANY, INC.	7637	9301114...	RB1 4/3 BOLT, NUT	2.46	
		TIRES AND TUBES	53520	CARY'S TIRE & AUTOMOTIVE LLC	89820	30151	RB1 4/3 BACKHOE TIRE REPAIR	78.99	
		PIPE	53580	BENNER RONALD	30944	240403P	RB1 4/3 (3) PLASTIC CULVERTS	600.00	
		SUPPLIES-MISCELLANEOUS	53992	MEISTAN, INC.	5021	090494	RB1 4/2 CORN FOR DUCKS	39.80	
			53992	GULF COAST HARDWARE LLC	63191	187137	RB1 4/3 HARDWARE- PLAYGROUND	110.71	
			53992	GULF COAST HARDWARE LLC	63191	187181	RB1 4/4 WELDING MATERIALS	12.88	
		UNIFORMS	53995	CINTAS CORPORATION LOC. 083	958	4188478...	RB1 4/4 UNIFORMS	100.55	
		EQUIPMENT RENTAL	62510	HOLT CAT	3048	RIMV11...	RB1 3/31 WEILER W S200 RENTAL 3/12-4/8	14,397.00	
ROAD AND BRIDGE-PRECINCT #1	Total 540							15,893.75	0.00
ROAD AND BRIDGE-PRECINCT #2	550	MACHINERY PARTS/SUPPLIES	53210	GULF COAST HARDWARE LLC	63192	187033	RB2 4/1 HARDWARE	25.80	
			53210	GULF COAST HARDWARE LLC	63192	187097	RB2 4/2 CLAMP HOSE, HARDWARE	28.73	
			53210	TRI-WHOLESALE COMPANY, INC.	7637	9301113...	RB2 2/26 AIR FILTER	38.49	
			53210	TRI-WHOLESALE COMPANY, INC.	7637	9301113...	RB2 2/26 6/12V MAINTAINER DOE	23.77	

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 04.17.24
1000 - GENERAL FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
			53210	TRI-WHOLESALE COMPANY, INC.	7637	9301113...	RB2 3/5 RADIATOR	331.49	
			53210	TRI-WHOLESALE COMPANY, INC.	7637	9301113...	RB2 3/12 BATTERY	233.78	
			53210	TRI-WHOLESALE COMPANY, INC.	7637	9301113...	RB2 3/21 BATTERY	233.78	
		PIPE	53580	SOUTH TEXAS CORRUGATED PIPE	7624	1415	RB2 3/27 CSR METAL PIPE-FOESTER RD	8,784.74	
			53580	SOUTH TEXAS CORRUGATED PIPE	7624	1415	RB2 3/27 CSR METAL PIPE-MAXWELL DITCH AREA	9,801.40	
		TOOLS	53595	TRI-WHOLESALE COMPANY, INC.	7637	9301113...	RB2 2/29 (3) PAIRS OF PLIERS	83.43	
			53595	TRI-WHOLESALE COMPANY, INC.	7637	9301113...	RB2 3/27 IMPACT WRENCH	215.09	
		JANITOR SUPPLIES	53640	CINTAS CORPORATION LOC. 083	958	4188178...	RB2 4/2 SCRAPER MAT	3.98	
		SUPPLIES-MISCELLANEOUS	53992	GULF COAST HARDWARE LLC	63192	186913	RB2 3/26 (18) GRADE STAKE	35.82	
			53992	GULF COAST HARDWARE LLC	63192	187119	RB2 4/3 SEALANT PIPE THREAD, THREAD SEAL TAPE	18.17	
			53992	GULF COAST HARDWARE LLC	63192	187195	RB2 4/4 GAL V NIPPLE	8.98	
			53992	TRI-WHOLESALE COMPANY, INC.	7637	9301113...	RB2 3/12 CHUCK W/ CLIP, MISC SUPP	57.39	
		UNIFORMS	53995	CINTAS CORPORATION LOC. 083	958	4188178...	RB2 4/2 UNIFORMS	63.81	
		OUTSIDE MAINTENANCE	64370	BHB MACHINE & PUMP REPAIR LLC	1848	02409597	RB2 4/3 DESIGN & FABRICATE PUMP MNT-WATER TRUCK	737.89	
		CAPITAL OUTLAY-PRECINCT #2	70850	TRACTOR SUPPLY CREDIT PLAN	7995	1005234...	RB2 3/19 TOOLBOX, TRAVS-CHEVY TRUCK	473.97	
ROAD AND BRIDGE-PRECINCT #2	Total 550							21,200.51	0.00
ROAD AND BRIDGE-PRECINCT #3	560	GENERAL OFFICE SUPPLIES	53020	QUILL LLC	6602	37895192	RB3 3/26 NOTEPADS, TISSUE, TRASH BAGS	155.28	

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 04.17.24
1000 - GENERAL FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
		GASOLINE/OIL/DIESEL/GRE...	53340	NEW DISTRIBUTING CO INC	3638	6651124...	RB3 4/10 782G DIESEL, 600G UNLEADED	4,235.15	
		PIPE	53580	SOUTH TEXAS CORRUGATED PIPE	7624	1447	RB3 4/1 CULVERT	1,134.60	
		INSECTICIDES/PESTICIDES	53630	METROPOLITAN COMPOUNDS INC	52661	0018205...	RB3 3/18 QUICK KILL	577.19	
		JANITOR SUPPLIES	53640	GULF COAST HARDWARE LLC	63193	187034	RB3 4/1 RR SUPP	57.72	
		SUPPLIES-MISCELLANEOUS	53992	GULF COAST HARDWARE LLC	63193	187063	RB3 4/1 DEF, MISC SUPP	196.79	
			53992	GULF COAST HARDWARE LLC	63193	187109	RB3 4/3 HARDWARE, DEF, COOLER, MISC SUPP	199.68	
			53992	THIRD COAST DISTRIBUTING, LLC	75930	024507	RB3 4/1 WHEEL NUT, PWR STEERING FLUID	68.05	
		EQUIPMENT RENTAL	62510	ANDERSON MACHINERY CO., INC.	13	R50106	RB3 3/12 EXCAVATOR RENTAL 3/12- 4/8	10,490.95	
		TELEPHONE SERVICES	66192	AT&T MOBILITY	5209	3617461...	RB3 4/3 ACT# 287275183899	173.77	
		CAPITAL OUTLAY	70750	MOSIER TERRY W	2900	8794	RB3 4/4 NEW ELECTRIC INSTALL- FOREMAN BLDG	3,500.00	
			70750	MOSIER TERRY W	2900	8796	RB3 4/4 NEW BREAKER PANEL INSTALL- FOREMAN BLDG	3,945.00	
			70750	VALIN CORPORATION	45210	3647958	RB3 2/16 (2) HEATER FLANGE FOR OIL TANK	8,559.17	
ROAD AND BRIDGE-PRECINCT #3	Total 560							33,293.35	0.00
ROAD AND BRIDGE-PRECINCT #4	570	MACHINERY PARTS/SUPPLIES	53210	ANDERSON MACHINERY CO., INC.	13	P502A6	RB4 4/3 CUTTING EDGE, BOLT- BACKHOE	512.40	
			53210	HOLT CAT	3048	P1MV01...	RB4 4/3 NOZZLE- BACKHOE	62.60	
			53210	NUJECES POWER EQUIPMENT	5449	47471V	RB4 4/3 SPIDER, EDGE CUT, PLOW BOLT- BACKHOE	457.56	
			53210	TRL-WHOLESALE COMPANY, INC.	7637	9301114...	RB4 4/3 DEF FLUID	149.28	
		ROAD & BRIDGE SUPPLIES	53510	MARTIN ASPHALT	5238	1415362	RB4 4/4 5813G RC250	21,798.75	
		SUPPLIES-MISCELLANEOUS	53992	CINTAS CORPORATION LOC. 083	958	4188744...	RB4 4/8 MISC SUPP	9.00	

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 04.17.24
1000 - GENERAL FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ver... ID	Document Number	Transaction Description	Debit	Credit
		EQUIPMENT RENTAL	62510	UNITED RENTALS (N AMERICA)INC	63370	2313491...	RB4 3/28 BACKHOE/ LOADER RENTAL 3/12-4/9	2,381.67	
		MISCELLANEOUS	63920	TISD INC.	7646	1091222...	RB4 4/8 ACT# 109122 MAY 2024 INTERNET	77.49	
			63920	TISD INC.	7646	8720240...	RB4 4/8 ACT# 000087 MAY 2024 INTERNET	44.99	
		OUTSIDE SERVICES	64400	URBAN SURVEYING INC	8159	42739	RB4 2/26 SURVEY HARRISON AVE, POLK AVE	1,235.00	
		TELEPHONE SERVICES	66192	FRONTIER COMMUNICATIONS	2855	3617855...	RB4 4/4 ACT# 361-785-5602-092404-5 FAX 4/4- 5/3	58.13	
			66192	FRONTIER COMMUNICATIONS	2855	3619830...	RB4 4/10 ACT# 361-983-0024- 100102-5 PHONE 4/10- 5/9	57.22	
			66192	AT&T MOBILITY	5209	3616558...	RB4 4/4 ACT# 287241943702 PHONE 4/5- 5/4	326.52	
		UNIFORMS	66590	CINTAS CORPORATION LOC. 083	958	4188744...	RB4 4/8 UNIFORMS	79.74	
		CAPITAL OUTLAY	70750	VICTORIA AIR CONDITIONING LTD	8296	210381	RB4 4/2 THERMOSTAT	274.52	
			70750	VICTORIA AIR CONDITIONING LTD	8296	50025J	RB4 4/5 A/C UNIT	13,593.00	
ROAD AND BRIDGE-PRECINCT #4	Total 570							41,117.87	0.00
SHERIFF	760	LAW ENFORCEMENT SUPPLIES	53430	TRANSUNION RISK & ALTERNATIVE	8168	2953082...	SO 4/1 MARCH 2024 SEARCHES	225.00	
		TIRES AND TUBES	53520	FIRESTONE OF PORT LAVACA LLC	5584	0085298	SO 4/2 TIRE REPAIR- U8	25.75	
			53520	FIRESTONE OF PORT LAVACA LLC	5584	0085369	SO 4/2 FLAT REPAIR- U40	25.00	
			53520	FIRESTONE OF PORT LAVACA LLC	5584	0085381	SO 4/3 FLAT REPAIR- U10	25.00	
		AUTOMOTIVE REPAIRS	60360	KNEUPPER CARROLL	3678	42876	SO 4/5 OIL CHANGE- U6	98.94	
			60360	AUTO ZONE	6	3512668...	SO 4/2 BATTERY- U39	150.99	
			60360	AUTO ZONE	6	3512669...	SO 4/3 ANTIFREEZE- OSG 4WHEELER	17.63	
			60360	AUTO ZONE	6	3512672...	SO 4/7 ANTIFREEZE- U40	21.54	

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 04.17.24
1000 - GENERAL FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
SHERIFF	Total 760								
VETERANS SERVICES	790	TRAVEL ADVANCE SUSPENSE	66448	LANGFORD BILLY R.	EM...	POVSO...	VSO 4/11 TRAVEL ADV 4/23-4/25	636.86	0.00
VETERANS SERVICES	Total 790							636.86	0.00
WASTE MANAGEMENT	380	GENERAL OFFICE SUPPLIES	53020	POWER HARDWARE LLC	62260	A106975	WASTE MGMT 4/4 (2) TRASH GRABBERS	57.98	
		TELEPHONE SERVICES	66192	FRONTIER COMMUNICATIONS	2855	3615527...	WASTE MGMT 4/1 ACT# 361-552-7791-101502-5 APRIL 2024 PHONE	164.94	
		WASTE DISPOSAL FEES	66830	REPUBLIC SERVICES #847	8897	0847001...	WASTE MGMT 3/31 ACT# 3-0847-0013749 MARCH 2024 TRASH SVC	7,173.53	
WASTE MANAGEMENT	Total 380							7,396.45	0.00

CALHOUN COUNTY, TEXAS
 Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 04.17.24
 2610 - AIRPORT FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	MACHINERY/EQUIPMENT REPAIRS	63530	CSI	8885	126811	AIRPORT 4/2 REPLACE CAMERA ON NORTH T-HANGAR	622.00	
NO DEPARTMENT	Total 999							622.00	0.00

CALHOUN COUNTY, TEXAS
 Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 04.17.24
 2670 - COURTHOUSE SECURITY FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	MAINTENANCE/REPAIRS-S...	63637	TURNER MICHAEL	5526	0412401	CH SECURITY 4/1 REPROGRAM, REPLACE BATTERIES & SVC	3,745.00	
NO DEPARTMENT	Total 999							3,745.00	0.00

CALHOUN COUNTY, TEXAS
 Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 04.17.24
 2719 - JUSTICE COURT TECHNOLOGY FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	CAPITAL OUTLAY-JP PCT #1	70751	QUILL LLC	6602	37695340	JUSTICE CRT TECH FUND- JP1 3/13 TONER	725.96	
NO DEPARTMENT	Total 999							725.96	0.00

CALHOUN COUNTY, TEXAS
 Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 04.17.24
 5102 - C. PRJ-AMERICAN RESCUE PLAN ACT OF 2021

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	BUILDING-EMERGENCY COMMUNICATIONS	70654	BLS CONSTRUCTION INC	449	008	ARPA 4/2 COMB DISPATCH BLDG- 3/6- 4/1	116,731.79	
NO DEPARTMENT	Total 999							116,731.79	0.00

CALHOUN COUNTY, TEXAS
 Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 04.17.24
 7750 - MISCELLANEOUS CLEARING FUND

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. NAVIGATION DIST.	1106	PO2024...	TAX A/C 4/12 MARCH 2024 TAX COLLECS	85.66	
			20749	CALHOUN CO. WATER CONTROL	895	PO2024...	TAX A/C 4/12 MARCH 2024 TAX COLLECS	768.96	
NO DEPARTMENT	Total 999							854.62	0.00

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 04.17.24
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	PHOTO COPIES/SUPPLIES	53030	GREAT AMERICA FINANCIAL	2751	36142898	JUV PROB 3/15 COPIER LEASE, LATE FEE	234.00	
		SUPPLIES/OPERATING EXPENSES	53980	QUILL LLC	6602	37792154	JUV PROB 3/20 MOUSE PAD	27.54	
			53980	QUILL LLC	6602	37799838	JUV PROB 3/20 DESK PAD	42.49	
			53980	QUILL LLC	6602	37806888	JUV PROB 3/20 DIVIDERS, TISSUE, PAPER	81.49	
		ELECTRONIC MONITORING	62380	SATELLITE TRACKING OF	6374	STPRIV...	JUV PROB 3/31 MARCH 2024 ELECTRONIC MONITORING SVCS	420.00	
		FAMILY CONFLICT RESOLUTION&SKILLS TRAINI	62567	MOTON BEHAVIORAL HEALTH LLC	50480	PO7401...	JUV PROB 3/31 MARCH 2024 TRAINING	3,333.33	
		PREVENTION & INTERVENTION - GRANT S	64839	LIBERTY RESOURCES	1634	30124	JUV PROB 3/29 MARCH 2024 PARTNERS ASSURING SCHOOL SUCCESS	5,000.00	
		TRAINING	66308	SAM HOUSTON STATE UNIV - CMIT	7214	26683	JUV PROB 4/1 CONF REG- AUSTIN, TX 6/3- 6/6 T. HOUSTON	255.00	
			66308	SAM HOUSTON STATE UNIV - CMIT	7214	26687	JUV PROB 4/1 CONF REG- AUSTIN, TX 6/3- 6/6 M. SERVANTES	255.00	
		TRAVEL	66450	LEDA LUIS	4701	PO7401...	JUV PROB 4/12 TRAVEL REIMB- COLLEGE STATION, TX 4/7- 4/10	177.00	
NO DEPARTMENT	Total 999							9,825.85	0.00
Report Total								305,956.73	0.00