



May 10, 2023

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
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 10 a.m. 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.

n/a

5. Public Hearing regarding the designation of The Dow Chemical Company Reinvestment Zone #2.

Closed regular session at 10:01am
Anne Marie Odefey and Heather Lyons gave an overview for the Dow expansion project.
Opened regular session at 10:17am

6. Consider and take necessary action to designate The Dow Chemical Company Reinvestment Zone #2. (RHM)

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

7. Consider and take necessary action to approve the Tax Abatement Agreement between Union Carbide Corporation and Calhoun County, Texas. The property owner and applicant is: Union Carbide Corporation. RZ: The Dow Chemical Company Reinvestment Zone #2. General description of the project: construction of Alkoxylation Plant and other related improvements. Estimated cost: \$235,000,000.00. (RHM)

Anne Marie Odefey explained errors and changes needing to be made in agreement.
RESULT: APPROVED [UNANIMOUS]
MOVER: Vern Lyssy, Commissioner Pct 2
SECONDER: Joel Behrens, Commissioner Pct 3
AYES: Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

8. Consider and take necessary action to approve the Tax Abatement Agreement between The Dow Chemical Company and Calhoun County, Texas. The property owner and applicant is: The Dow Chemical Company. RZ: The Dow Chemical Company Reinvestment Zone #2. General description of the project: construction of four (4) advanced nuclear small modular reactors (SMRS) and other related improvements. Estimated cost: \$650,000,000.00. (RHM)

Anne Marie Odefey explained agreement.
RESULT: APPROVED [UNANIMOUS]
MOVER: Gary Reese, Commissioner Pct 4
SECONDER: Joel Behrens, Commissioner Pct 3
AYES: Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

9. Consider and take necessary action to adopt and approve the resolution in support of the allocation method for opioid settlement proceeds as set forth in the Texas Term Sheet in its entirety. (RHM)

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

10. Consider and take necessary action to authorize all appropriate signatures for Mott Macdonald to submit the Magnolia Beach Phase 2 CEPRA Cycle 13 application as follows:

- a. Bidding Phase (Proposal Phase) - \$19,000
- b. Construction Oversight - \$175,000
- c. Construction Cost of Project - \$4,194,000

Thus the total cost which will be requested from the GLO as part of this CEPRA 13 cycle for the Magnolia Beach Phase 2 application is \$4,194,000. This project has been included into the GLO Coastal Master Plan as Tier 1 and has no County match. (DEH)

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 authorize Kathy Smartt to prepare and submit CEPRA applications for Phase 2 and 3 of the General Land Office CEPRA Project 1716 at Swan Point for a fee of \$400 to be paid with GOMESA funds. (DEH)

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 authorize the grant match for CEPRA Phase 2 of the General Land Office CEPRA Project 1716 at Swan Point be paid with GOMESA funds and authorize the County Judge to sign all documentation. (GDR)

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 on the US Army Corps of Engineers application for the Swan Point Bulkhead and Pier and authorize the County Judge to sign all documentation. (GDR)

Matt Glaze explained individual permit.

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 authorize the grant match for the General Land Office CMP Cycle 29 grant for King Fisher Beach Park be paid with GOMESA funds and authorize the County Judge to sign all documentation. (GDR)

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Joel Behrens, Commissioner Pct 3

SECONDER: Gary Reese, Commissioner Pct 4

AYES: Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

15. Consider and take necessary action to authorize the grant match for the General Land Office CMP Cycle 29 grant for Bill Sanders Memorial Park be paid with GOMESA funds and authorize the County Judge to sign all documentation. (GDR)

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Gary Reese, Commissioner Pct 4

SECONDER: Joel Behrens, Commissioner Pct 3

AYES: Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

16. Consider and take necessary action to accept the recommendation from Urban Engineering and award the bid for Calhoun County Hog Bayou Public Boat Ramp Bulkhead Improvements to Shirley & Sons Construction Co., Inc. (GDR)

Matt Glaze explained the bid received.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Gary Reese, Commissioner Pct 4

SECONDER: Joel Behrens, Commissioner Pct 3

AYES: Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

17. Consider and take necessary action to authorize \$12,250 to be paid with GOMESA funds for TPWD Trails Grant Boggy Bayou. (GDR)

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Gary Reese, Commissioner Pct 4

SECONDER: Joel Behrens, Commissioner Pct 3

AYES: Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

18. Consider and take necessary action to authorize the Calhoun County EMS Director to sign the attached Southern Software Agreement. (RHM)

Jason Warmuth with the EMS briefly explained the software.
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 to approve the contract between Calhoun County and MidTex Materials and authorize the County Judge to sign all necessary documents. MidTex Materials was awarded the Bid for Fly Ash – Road Materials, Bid Number 2023.06 for the period May 10, 2023 through December 31, 2023. (RHM)

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 approve the contracts between Calhoun County and Rain King, Inc. and Calhoun County and Port Enterprises and authorize the County Judge to sign all necessary documents. Rain King was awarded the Roof Recover of the Calhoun County Agriculture Building and Port Enterprises was awarded the Roof Recover of the Calhoun County Courthouse Annex II Building and the Calhoun County Seadrift Public Library. (RHM)

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

21. Consider and take necessary action to approve the Specifications and RFQ Packet for the Request for Qualifications for Engineering, Architectural and Surveying Services for the Calhoun County Crabbin' Bridge Project, RFQ 2023.05 and authorize the County Auditor to advertise for the RFQs. RFQS will be due before 2:00:00 PM on Thursday, June 2, 2023. Funds from the Matagorda Bay Mitigation Trust will be used for this project. (RHM)

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

22. Consider and take necessary action to approve the following policies and applications for the Calhoun County Library: (RHM)

- a. Volunteer Application and Policy
- b. Community Service Application and Policy
- c. Revised Unattended Children Policy
- d. Chromebook Lending Agreement

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

23. Consider and take necessary action to approve the attached Surplus/Salvage, Waste and Donation lists from the Calhoun County Library for March and April. (RHM)

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

24. Approve the minutes of the April 19, 2023 and April 26, 2023 meetings.

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

25. Accept Monthly Reports from the following County Offices:

- i. County Clerk – April 2023
- ii. Floodplain Administration – April 2023
- iii. Justice of the Peace, Precinct 1 – April 2023
- iv. Justice of the Peace, Precinct 2 – April 2023
- v. Justice of the Peace, Precinct 5 – April 2023
- vi. Sheriff's Office – April 2023

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

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

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

27. 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 2023:

RESULT:

APPROVED [UNANIMOUS]

MOVER:

David Hall, Commissioner Pct 1

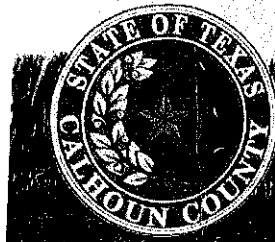
SECONDER:

Vern Lyssy, Commissioner Pct 2

AYES:

Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

Adjourned 11:02am



CALHOUN COUNTY COMMISSIONERS' COURT PACKET COMPLETION SHEET

✓

All Agenda Items Properly Numbered

✓

Contracts Completed and Signed

✓

**All 1295's Flagged for Acceptance
(number of 1295's 3)**

✓

**All Documents for Clerk Signature Flagged (2)
(All documents needing to be attested to need to be
signed day of Commissioner's Court.)**

On this 15th day of May 2023, the packet

for the 10th of May 2023 Commissioners Court
Regular Session was submitted from the Calhoun County Judge's office to
the Calhoun County Clerk's Office.

MBassel

Calhoun County Judge/Assistant

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, May 10, 2023 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:

1. Call meeting to order.
2. Invocation.
3. Pledges of Allegiance.
4. General Discussion of Public Matters and Public Participation.
5. Public Hearing regarding the designation of The Dow Chemical Company Reinvestment Zone #2.
6. Consider and take necessary action to designate The Dow Chemical Company Reinvestment Zone #2. (RHM)
7. Consider and take necessary action to approve the Tax Abatement Agreement between Union Carbide Corporation and Calhoun County, Texas. The property owner and applicant is: Union Carbide Corporation. RZ: The Dow Chemical Company Reinvestment Zone #2. General description of the project: construction of Alkoxylation Plant and other related improvements. Estimated cost: \$235,000,000.00. (RHM)
8. Consider and take necessary action to approve the Tax Abatement Agreement between The Dow Chemical Company and Calhoun County, Texas. The property owner and applicant is: The Dow Chemical Company. RZ: The Dow Chemical Company Reinvestment Zone #2. General description of the project: construction of four (4) advanced nuclear small modular reactors (SMRS) and other related improvements. Estimated cost: \$650,000,000.00. (RHM)

AT 10:47 FILED O'CLOCK M

MAR 05 2023

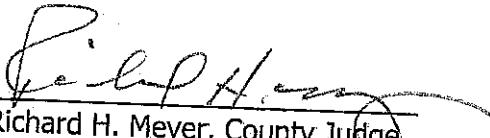
COUNTY CLERK/CALHOUN COUNTY, TEXAS
BY: K. [Signature] DEPUTY

- ✓ 9. Consider and take necessary action to adopt and approve the resolution in support of the allocation method for opioid settlement proceeds as set forth in the Texas Term Sheet in its entirety. (RHM)
- ✓ 10. Consider and take necessary action to authorize all appropriate signatures for Mott Macdonald to submit the Magnolia Beach Phase 2 CEPRA Cycle 13 application as follows:
 - ✓ a. Bidding Phase (Proposal Phase) - \$19,000
 - ✓ b. Construction Oversight - \$175,000
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Thus the total cost which will be requested from the GLO as part of this CEPRA 13 cycle for the Magnolia Beach Phase 2 application is \$4,194,000. This project has been included into the GLO Coastal Master Plan as Tier 1 and has no County match. (DEH)

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- ✓ 24. Approve the minutes of the April 19, 2023 and April 26, 2023 meetings.
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 - ✓ iv. Justice of the Peace, Precinct 2 – April 2023
 - ✓ v. Justice of the Peace, Precinct 5 – April 2023
 - ✓ vi. Sheriff's Office – April 2023
- ✓ 26. Consider and take necessary action on any necessary budget adjustments. (RHM)
- ✓ 27. 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.

05

5. Public Hearing regarding the designation of The Dow Chemical Company Reinvestment Zone #2.

Closed regular session at 10:01am
Anne Marie Odefey and Heather Lyons gave an overview for the Dow expansion project.
Opened regular session at 10:17am

Mae Belle Cassel

From: amo@portlavacalaw.com (Anne Marie Odefey) <amo@portlavacalaw.com>
Sent: Friday, May 5, 2023 10:16 AM
To: Maebelle Cassel (maebelle.cassel@calhouncotx.org)
Cc: Womack, Daniel (DE); Richard Meyer
Subject: Agenda items for Dow project

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

1. Public Hearing – Commissioner’s Court will conduct a public hearing to hear interested persons speak and present evidence for or against the designation of The Dow Chemical Company Reinvestment Zone #2.
2. Consider and take action to designate The Dow Chemical Company Reinvestment Zone #2.
3. Consider and take action to approve Tax Abatement Agreement between Union Carbide Corporation and Calhoun County, Texas. The property owner and applicant is: Union Carbide Corporation. RZ: The Dow Chemical Company Reinvestment Zone #2. General description of project: construction of Alkoxylation Plant and other related improvements. Estimated cost: \$235,000,000.00.
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I will send draft agreement later.

Am

Anne Marie Odefey
ROBERTS, ODEFEY, WITTE & WALL, LLP
2206 North Highway 35
P.O. Box 9
Port Lavaca, Texas 77979
(361) 552-2971 (Telephone)
(361) 552-5368 (Fax)
amo@portlavacalaw.com

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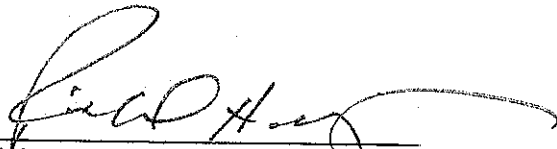
Richard H. Meyer
County Judge

David Hall, Commissioner, Precinct 1
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Gary Reese, Commissioner, Precinct 4

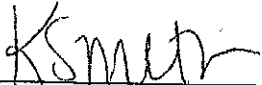
NOTICE OF PUBLIC HEARING

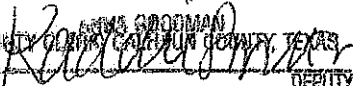
The Commissioners' Court of Calhoun County, Texas will meet on Wednesday, May 10, 2023 at 10:00 a.m. in the Commissioners' Courtroom in the County Courthouse, 211 S. Ann Street, Suite 104, Port Lavaca, Calhoun County, Texas.

The Calhoun County Commissioners' Court will hold a Public Hearing to hear interested persons speak and present evidence for or against the designation of The Dow Chemical Company reinvestment Zone #2.


Richard H. Meyer, County Judge
Calhoun County, Texas

Anna Goodman, County Clerk

By: 
Deputy Clerk

AT 10:47 FILED
CLOCK a M
MAR 05 2023
ANNA GOODMAN
COUNTY CLERK CALHOUN COUNTY, TEXAS
BY  DEPUTY

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.

06

6. Consider and take necessary action to designate The Dow Chemical Company Reinvestment Zone #2. (RHM)

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

Mae Belle Cassel

From: amo@portlavacalaw.com (Anne Marie Odefey) <amo@portlavacalaw.com>
Sent: Friday, May 5, 2023 10:16 AM
To: Maebelle Cassel (maebelle.cassel@calhouncotx.org)
Cc: Womack, Daniel (DE); Richard Meyer
Subject: Agenda items for Dow project

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

1. Public Hearing – Commissioner’s Court will conduct a public hearing to hear interested persons speak and present evidence for or against the designation of The Dow Chemical Company Reinvestment Zone #2.
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I will send draft agreement later.

Am

Anne Marie Odefey
ROBERTS, ODEFEY, WITTE & WALL, LLP
2206 North Highway 35
P.O. Box 9
Port Lavaca, Texas 77979
(361) 552-2971 (Telephone)
(361) 552-5368 (Fax)
amo@portlavacalaw.com

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**RESOLUTION OF THE
COMMISSIONERS COURT OF CALHOUN COUNTY, TEXAS
DESIGNATING DOW CHEMICAL COMPANY REINVESTMENT ZONE #2**

WHEREAS, Union Carbide Corporation (“UCC”), a wholly-owned indirect subsidiary of Dow, Inc., filed an Application with the Commissioners Court of Calhoun County, Texas for designation of a reinvestment zone on November 18, 2022 and The Dow Chemical Company (“Dow”), a wholly-owned direct subsidiary of Dow, Inc., filed an Application with the Commissioners Court of Calhoun County, Texas for designation of a reinvestment zone on March 16, 2023; and

WHEREAS, pursuant to the Property Redevelopment and Tax Abatement Act (Texas Tax Code, Chapter 312) and the Guidelines and Criteria of the Commissioners Court of Calhoun County for Granting Tax Abatement in Reinvestment Zones Created in Calhoun County, (The Guidelines), the Commissioners Court published a Notice of Public Hearing on the Applications of UCC and Dow for designation of a reinvestment zone in the Port Lavaca Wave on May 3, 2023; and

WHEREAS, the Commissioners Court convened in open meeting on Wednesday, May 10, 2023 at 10:00 o'clock a.m., pursuant to said Notice for the purpose of conducting a Public Hearing on the Applications of UCC and Dow for designation of a reinvestment zone, during which hearing representatives of UCC and Dow presented statements and evidence in support of its Applications, and whereupon all interested persons in attendance who requested to do so, were given the opportunity to speak and present evidence for or against the designation; and

WHEREAS, upon conclusion of the Public Hearing, the members of the Commissioners Court considered the evidence and upon motion and second, adopted the following resolution:

BE IT RESOLVED by the Commissioners Court of Calhoun County, Texas:

1. The Commissioners Court of Calhoun County, Texas makes the following findings:

- (a) That the improvements sought are feasible and practical;
- (b) The designation and improvements would be a benefit to the land to be included in the zone, and to the County after the expiration of the tax abatement agreement;
- (c) The area will be reasonably likely as a result of the designation to contribute to the retention or expansion of primary employment or to attract major investment in the zone that would be a benefit to the property and that would contribute to the economic development of the County;
- (d) The Commissioners Court further finds that the entire 326.1665 acres (more or less) tract of land is located entirely in an unincorporated area of Calhoun County, Texas;

2. Based upon its findings, the Commissioners Court of Calhoun County, Texas concludes that UCC's Application for Designation of Reinvestment Zone dated November 18, 2022 and Dow's Application for Designation of Reinvestment Zone dated March 16, 2023 should be and are hereby approved.

3. The boundaries of the Reinvestment Zone is contained and depicted in Exhibit "1," is attached hereto, incorporated by reference and made a part hereof for any and all purposes.

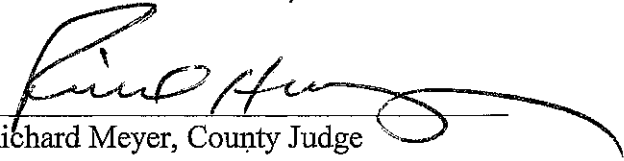
4. The Reinvestment Zone is hereby designated as eligible for tax abatement, subject to approval of any application for tax abatement by the Commissioners Court.

5. The tracts of land containing a cumulative 326.1665 acres (more or less) is hereby designated as Dow Chemical Company Reinvestment Zone #2 and is eligible for tax abatement.

6. This designation of a reinvestment zone shall expire five years from the date of this resolution.

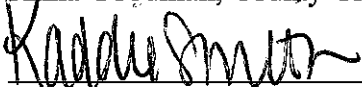
PASSED, ADOPTED AND APPROVED, on this 10th day of May, 2023.

COMMISSIONERS COURT OF
CALHOUN COUNTY, TEXAS


Richard Meyer, County Judge

ATTEST:

Anna Goodman, County Clerk



By: _____, Deputy



Exhibit 1

PID	GEOGRAPHIC ID	LEGAL DESCRIPTION	ACRES
3574 3	A0031-00000- 0005-00	A0031 ENRIQUES RENDON, TRACT PT 2, ACRES 998.63	998.63
3583 0	A0031-00000- 0022-00	A0031 ENRIQUES RENDON, TRACT PT 9 W & D S/D, ACRES 64.43	64.43
3579 0	A0031-00000- 0021-00	A0031 ENRIQUES RENDON, TRACT PT 8 W & D S/D, ACRES 106.41	106.41
3533 4	A0031-00000- 0012-00	A0031 ENRIQUES RENDON, TRACT PT 24 TP S/D, ACRES 249.03	249.03
3564 4	A0031-00000- 0003-00	A0031 ENRIQUES RENDON, TRACT PT 2, ACRES 494.96	494.96

07

7. Consider and take necessary action to approve the Tax Abatement Agreement between Union Carbide Corporation and Calhoun County, Texas. The property owner and applicant is: Union Carbide Corporation. RZ: The Dow Chemical Company Reinvestment Zone #2. General description of the project: construction of Alkoxylation Plant and other related improvements. Estimated cost: \$235,000,000.00. (RHM)

Anne Marie Odefey explained errors and changes needing to be made in agreement.

RESULT: APPROVED [UNANIMOUS]

MOVER: Vern Lyssy, Commissioner Pct 2

SECONDER: Joel Behrens, Commissioner Pct 3

AYES: Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

TAX ABATEMENT AGREEMENT

between

CALHOUN COUNTY, TEXAS

and

**UNION CARBIDE CORPORATION, a
WHOLLY OWNED SUBSIDIARY
OF DOW, INC.
(\$235,000,000.00)**

**MAY 10, 2023
BEGINNING JANUARY 1, 2024**

RESOLUTION APPROVING TAX ABATEMENT AGREEMENT

WHEREAS, on **May 10, 2023**, **Union Carbide Corporation**, a wholly owned subsidiary of **Dow, Inc.** (hereafter “UCC”) obtained designation of the **Dow Chemical Company Reinvestment Zone #2**, consisting of certain properties situated in an unincorporated area of Calhoun County, Texas; and

WHEREAS, by Application dated November 18, 2022 UCC applied for a Tax Abatement Agreement for construction of a global scale alkoxylation plant and expansion of infrastructure and upstream units, and various site infrastructure improvements including expansion of storage and railcar loading capabilities, all valued at an estimated \$235,000,000.00 that is located in the unincorporated area of Calhoun County in the **Dow Chemical Company Reinvestment Zone #2**; and

WHEREAS, prior to adopting this Resolution, the Commissioners Court of Calhoun County, Texas held a public hearing on May 10, 2023, at which interested persons were permitted to speak and present written material for or against the approval of the **Dow Chemical Company Reinvestment Zone #2**; and

WHEREAS, the Commissioners Court of Calhoun County, Texas, after notice as required by law, has in open meeting discussed the issue of whether to enter into a Tax Abatement Agreement with UCC, and being of the opinion that the Application for Tax Abatement Agreement by UCC for its construction should be approved, the Commissioners Court, upon motion and second, adopts the following resolutions:

BE IT RESOLVED:

1. That the Commissioners Court of Calhoun County, Texas hereby finds that the terms of the proposed Tax Abatement Agreement for UCC's, a wholly owned subsidiary of Dow, Inc.'s construction of a global scale alkoxylation plant and expansion of infrastructure and upstream units; various site infrastructure improvements including expansion of storage and railcar loading capabilities and the property subject to the Agreement satisfy eligibility criteria and other requirements of the Guidelines and Criteria for Tax Abatement heretofore adopted by the Commissioners Court on March 9, 2022.

2. The Commissioners Court of Calhoun County, Texas finds that there will be no substantial adverse effect on the provision of the County's services or tax base.

3. The Commissioners Court of Calhoun County, Texas finds that due to the substantial amount of the expenditures and jobs to be retained by this project, UCC should be granted a variance from the guidelines as to the percentage and number of years of abatement.

4. The Commissioners Court of Calhoun County, Texas reaffirms UCC's Application for Tax Abatement Agreement dated November 18, 2022, and approves the Tax Abatement dated May 10, 2023, subject to the following terms, covenants and conditions contained in the attached Tax Abatement Agreement.

5. Based upon the foregoing findings, the Commissioners Court of Calhoun County, Texas hereby approves and authorizes the execution of the Tax Abatement Agreement between the Commissioners Court of Calhoun County, Texas and UCC a copy of which is attached to this Resolution, incorporated by reference, and made a part hereof for any and all purposes.

PASSED, ADOPTED AND APPROVED, by a vote of ✓ for and against on this the 10th day of May, 2023.

COMMISSIONERS COURT OF
CALHOUN COUNTY, TEXAS

By: _____

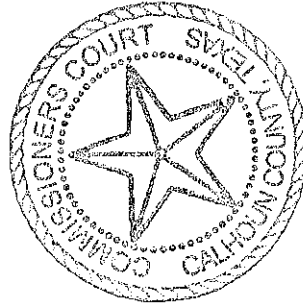
Richard Meyer, County Judge

ATTEST:

Anna Goodman, County Clerk

Kadele Smith

By: _____, Deputy



TAX ABATEMENT AGREEMENT

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

THIS AGREEMENT (hereinafter Agreement) is between Calhoun County, Texas, (hereinafter County), a political subdivision of the State of Texas, acting by and through its duly elected Commissioners Court (hereinafter Commissioners), and Union Carbide Corporation (“UCC”), which is a wholly-owned indirect subsidiary of Dow, Inc., a New York Corporation with a certificate of authority to do business in Texas, with a place of business in Calhoun County, Texas (hereinafter “UCC”).

1. **Application/Specific Improvements Required.** UCC has filed with the County an Application for Tax Abatement. The Application was dated November 18, 2022. A copy of the Application is attached hereto, marked Exhibit “1,” and made a part hereof for any and all purposes.

1.1 **Specific Improvements Required.** The County hereby approves the Application for Tax Abatement Agreement expressly upon the condition that UCC will make the specific improvements described in its Application. All of the proposed eligible improvements are to be located in the Dow Chemical Company Reinvestment Zone #2.

1.2 **Agreement Governed by Guidelines.** Unless otherwise stated, this Agreement for Tax Abatement is made and entered into pursuant to and is governed by the Guidelines and Criteria of the Commissioners Court of Calhoun County, Texas for Granting Tax Abatement in Reinvestment Zones created in Calhoun County, Texas adopted March 9, 2022 (hereinafter

“Guidelines”) except as varied by the specific provisions of this Agreement and by the Commissioners’ enabling resolution. The Guidelines are hereby incorporated by reference and made a part hereof for any and all purposes. Subject to any variances contained in this Agreement, the 2022 Guidelines govern this Agreement. This Agreement is further subject to the following terms, covenants and conditions.

1.3 **Property Eligible for Tax Abatement.** The County agrees to exempt from taxation:

1.3.1 the percentages of value of the real property in each year covered by this Agreement only to the extent its value for that year exceeds its value for the year in which this Agreement is executed; and,

1.3.2 the value of eligible tangible personal property described in the Application located on real property in the Reinvestment Zone in each year covered by this Agreement other than tangible personal property that was located in the Reinvestment Zone at any time before the execution of this Agreement with the County.

This provision shall not affect the eligibility for tax abatement of other improvements in the Reinvestment Zone as authorized by any prior Agreements with the County. Tangible personal property that is not eligible for abatement is described in Section 2(f) of the Guidelines and Criteria.

2. **Kind, Number and Location of Improvements.** The kind, number and location of all proposed improvements of the property subject to this Agreement are as contained in the Application. (See Exhibit “1”)

3. **Inspection of Premises.** UCC hereby expressly agrees to provide access to and authorize inspection of its property by County officials, employees, and/or their designees to insure that the improvements described in the Application are made according to the specifications and conditions stated in the Application and this Agreement, and that UCC is complying with the Agreement.

4. **Limitation of Use.** UCC shall not make any use of the property that is inconsistent with the general purpose of encouraging development or redevelopment of the Reinvestment Zone during the period that the property tax exemptions are in effect.

5. **Right of Recapture.** The County shall be entitled to recapture all property tax revenue lost as a result of this Agreement, if UCC fails to make the improvements as provided by this Agreement, and the Application attached hereto, or in the event of other specified defaults, after notice and failure to cure, all as more particularly provided in paragraph 12 of this Agreement.

6. **Cost of Project/Number of Jobs.**

(a) The **estimated** cost of the project (net of any federal incentive) as described in the Application is \$235,000,000.00.

(b) It is **estimated** that 10 full time new jobs will be created as a result of the construction of the facilities.

(c) Substantial compliance with these estimates will be acceptable. Substantial compliance means within 80% of any authorized estimate.

7. **Percent of Exemption.** Pursuant to the resolution approving this agreement, UCC is granted a variance from the County's guidelines as to the percent and number of years of the

abatement. As such, the percent of exemption to be abated for each year of the abatement period is as follows:

<u>Date</u>	<u>% of Exemption</u>
January 1, 2024 through December 31, 2024	100%
January 1, 2025 through December 31, 2025	100%
January 1, 2026 through December 31, 2026	100%
January 1, 2027 through December 31, 2027	100%
January 1, 2028 through December 31, 2028	100%
January 1, 2029 through December 31, 2029	100%
January 1, 2030 through December 31, 2030	100%
January 1, 2031 through December 31, 2031	100%
January 1, 2032 through December 31, 2032	100%
January 1, 2033 through December 31, 2033	100%

8. **Payment in lieu of taxes (PILOT).** Upon the County's approval of this tax abatement and for other good and valuable consideration, the receipt of which is hereby acknowledged, UCC shall pay to County the sums shown below under the following schedule:

- a. \$814,547.00 on January 2, 2024
- b. \$814,547.00 on January 2, 2025

9. **Duration.** The duration of the abatement term shall be ten years commencing within the tax year 2024, through the tax year 2033, inclusive.

10. **Commencement and Termination Dates.** The effective date of this Tax Abatement Agreement shall be January 1, 2024. The abatement granted in this Agreement shall apply to all eligible improvements described in the Application (Exhibit "1") and placed in the Reinvestment Zone after the effective date. Taxes will be abated on eligible property for ten consecutive tax years commencing January 1, 2024. Property otherwise eligible for tax abatement under this Agreement shall be eligible for abatement only if the property is placed or constructed in the Reinvestment Zone after the effective date of this Agreement, but on or before December 31, 2033.

11. **Description of Project/Economic Life.** The facilities designated in the Application are part of UCC's alkoxylation plant at its Calhoun County Plant and specifically are identified as shown in Exhibit "1" with an economic life of at least 20 years after completion. The nature of the construction is more completely described in the Application. Any part of the improvements described in the Application constructed prior to the effective date of this Agreement shall not be eligible for abatement but may be counted in determining the value of the project. Completion of construction is **estimated** to occur in two years. A complete property description is contained in the Application.

12. **Default, Notice, Cure, Termination, etc.** Should the County determine that UCC is in default in the performance of any of the terms or conditions of this Agreement, the County shall notify UCC in writing at the address stated in this Agreement, and if such default is not cured within 60 days from the date of written notice, or within an approved extended curative time as authorized by paragraph 7(a) of the County's Guidelines, this Agreement may be terminated by the Commissioners for cause.

12.1. **Events of Default.** The following shall be considered events of default, should UCC:

12.1.1. Allow any of its ad valorem taxes owed to the County to become delinquent without timely and proper protest and/or contest; or

12.1.2. Violate any of the terms and conditions of this or any other Abatement Agreement with the County or with any other taxing jurisdiction that has granted UCC tax abatement for any project that the County has also granted tax abatement; or

12.1.3. Discontinue producing the product or service described in the Application for any reason excepting fire, explosion or other casualty or accident or natural disaster, for a period of one year during the abatement period after the facility is completed and begins producing the product or service; or

12.1.4. Violate any written term, covenant, condition, agreement, or promise of gift or donation made by UCC to the County, although such may

be extraneous to this Agreement, and even though same may be otherwise unenforceable; or

12.1.5. Make any material misrepresentation or omit any material fact either in the Application or in this Tax Abatement Agreement. (Material misrepresentation or omission of a material fact means a false statement or omission about a material matter which induced the Commissioners Court to take any specific action on the Application for Tax Abatement, and without such misrepresentation, the Commissioners would not have granted this Tax Abatement Agreement, or would have taken some action different than they actually did.)

12.2. **Termination Retroactive.** Termination of the Tax Abatement Agreement for cause shall be retroactive to the effective date of this Agreement. Termination shall be effected by resolution of the Commissioners and written notice of termination shall be mailed to UCC.

12.3 **Limitation on Value; Reduction for Closure, Curtailment, etc. of Existing Facilities.** On or after January 1, 2024 and ending December 31, 2033, if UCC should permanently cease production, or abandon use of any facility in the Dow Reinvestment Zone #2 for the then remaining term of the Tax Abatement Agreement, the eligible value for abatement allowed in this Tax Abatement Agreement percentage abated shall be reduced. The reduction shall be calculated by dividing the amount of existing property value owned by the Taxpayer that is reduced or deleted from the tax roll by the value of this project (as determined from its last year of full production) and multiplying by 100 which shall determine the reduction of the percentage of

abatement. Depreciation, agreed to by the Chief Appraiser, or Appraisal Review Board, shall not be construed as a reduction or deletion of value for purposes of this limitation.

Example: Value of Unit X that is permanently taken out of service is \$50,000,000.00

The Abatement percentage would be reduced as follows:

\$50,000,000.00 divided by \$120,000,000 = 41.6%. As such, from then forward the amount of abated property shall be 59.4% instead of 100%

12.4. **Nonwaiver**. In the event the County fails to act on or enforce any element or breach that is identified as a default, such failure to act shall not be a waiver of the County's right to subsequently enforce the same default or any other prior or subsequent default.

12.5. **Recapture of Taxes**. On termination for cause, UCC shall then become liable for the payment of all taxes that would have otherwise become due but for this Abatement Agreement for all calendar years during which the Abatement Agreement was in effect. Such taxes shall be paid to the Calhoun County Appraisal District to the credit of the County within 60 days from the date of receipt of notice of termination. All such taxes shall include statutory penalty and interest from the date they would otherwise have become delinquent, as if they had not been abated, until the date they are actually paid.

12.6. **Administration and Enforcement**. The administration and enforcement of this Agreement shall be in accordance with the terms contained herein and the Guidelines as adopted by the Commissioners on March 9, 2022. In the event of any conflict in the terms of this Agreement and the Guidelines adopted by the Commissioners, the provisions of this Agreement

shall prevail, unless prohibited by law, then the Guidelines adopted by the Commissioners and their provisions shall prevail.

12.7. **Assignment.** This Agreement may not be assigned, either in whole or part, to any entity that is not controlled by Dow, Inc. or one of its subsidiaries, without the express written consent of County, which would not be unreasonably withheld. This Agreement may be assigned to any entity that is controlled by Dow Inc., or one of its subsidiaries, so long as reasonable notice is provided. Any assignment is subject to the conditions contained in the Guidelines and this Agreement. Any attempt to assign this Agreement, except as provided herein, shall be null and void.

13. **Type of Legal Entity.** UCC represents to the County that it is a corporation, duly organized, validly existing, incorporated under the laws of the State of New York, and in good standing. UCC further represents it is duly qualified and in good standing under the laws of the State of Texas and has all requisite power and authority to own and operate properties and to carry on its business as now being or intended to be conducted. The name and address of the registered agent for service in Texas is:

Union Carbide Corporation (UCC), a New York Corporation
7501 State Highway 185 North
Seadrift, Texas 77983

UCC shall notify the County within 60 days of any change in the registered agent or status of the corporation.

14. **Notices.** Any notices required to be given hereunder, shall be given in writing as follows:

(a) County:
County Judge
Calhoun County Courthouse
211 S. Ann
Port Lavaca, Texas 77979

(b) Union Carbide Corporation, Texas:
Dow Tax Department
Marcelo Vieira, Tax Director
TXINN APB, 332 State Highway 332 E.
Lake Jackson, Texas 77566

15. **Reimbursement for Fees and Expenses.** Within 30 days from receipt of written notice, UCC will reimburse the County for any expenses, directly or indirectly incurred by the County for processing and approving the Application for Tax Abatement, preparation and presentation of this Tax Abatement Agreement, and any other expenses reasonably incurred by the County in any way related thereto, including all expenses that may be incurred in enforcing or defending any term, covenant or condition contained in this Agreement.

16. **Indemnity.** UCC hereby agrees to hold harmless and indemnify the County, each of its elected officials, all of its servants, agents and employees, and any designee (a person or legal entity designated to perform any function required under the County's Guidelines, or under the Tax Abatement Application, or by the terms of this Tax Abatement Agreement) and the Calhoun County Appraisal District, its officers, directors, servants, agents and employees for the amounts of any and all liabilities, claims, costs, judgments, penalties, interest, court costs and attorney fees incurred by the County, each of its elected officials, all of its servants, agents and employees, or any designee, and the Calhoun County Appraisal District, its officers, directors, servants, agents and employees in defense of any claims occurring out of or in any way incident to processing the

Application, or any other claim arising out of or incident to the terms, covenants and conditions contained in this Tax Abatement Agreement, or arising out of or in connection with the Reinvestment Zone, or the project subject to abatement.

17. **Incontestability**. At the option of the County, this Agreement may be terminated, and all taxes that would have otherwise been due but for this Abatement Agreement will become due and payable within 60 days from date of written notice of the amounts due and owing, including penalty and interest as provided in paragraph 12.5 of this Agreement if any of the following events occur:

(a) If UCC should contest any term, covenant or condition contained in this Agreement, or attempt to prevent or negate the enforceability of any of such terms, covenants or conditions; or

(b) If any third party, firm, corporation or other legal entity should contest any term, covenant or condition contained in this Agreement, and prevent or negate the enforceability of any of such terms, covenants or conditions by final judgment in a court of competent jurisdiction; or

(c) If any governmental agency should contest any term, covenant or condition contained in this Agreement, and either by enforceable regulatory order, or by final judgment of a court of competent jurisdiction prevent or negate the enforceability of any of such terms, covenants or conditions.

18. **Assurances and Special Conditions**. The County and UCC agree that the following assurances, promises and conditions are made by UCC expressly to induce the County to grant this Tax Abatement Agreement and that without such assurances, promises and conditions the

County would not have granted this Tax Abatement Agreement. UCC hereby expressly makes and agrees to be bound by the following representations, assurances, promises and conditions:

18.1. **Accuracy of Information.** That all information contained in UCC's Application and furnished to the County for incorporation in this Tax Abatement Agreement is true, complete and correct.

18.2. **Authority to Sign.** That the person who signed the Application for Tax Abatement Agreement on behalf of UCC has unrestricted authority to execute the Application, to execute this contract document on behalf of UCC, and to obligate UCC to all the terms, covenants and conditions contained in this Tax Abatement Agreement. By acceptance of any of the benefits provided hereunder, UCC has authorized and ratified the execution and delivery of this Agreement and represents that it is enforceable against UCC in accordance with the terms of this Agreement.

18.3. **Commencement of Construction.** Other than preliminary matters, that construction will not commence on any of the eligible improvements until after this Tax Abatement Agreement is executed by the County.

18.4. **Permits.** That the project described in the Application, and this Tax Abatement Agreement will not be constructed without first obtaining all necessary local, state and federal environmental and construction permits, and that UCC will abide by all conditions of the permits, laws and ordinances, rules and regulations governing the construction and operation of the project throughout its economic life.

18.5. **All Conditions to be Performed.** That UCC will abide by all conditions of this Tax Abatement Agreement and the Guidelines adopted by the Commissioners applicable to this Agreement.

18.6. **Public Health and Safety.** That the planned use of the property will not constitute a hazard to public health or safety throughout the economic life of the project.

18.7. **Required to Make Specific Improvements.** That UCC will make the specific improvements to the property as described in its Application. (See Exhibit "1")

18.8. **Estimates/Strict Compliance.** Estimates of the cost and value of the project and the number of jobs retained or created as a result of the project that are within 80% of actual cost, value and number of jobs may be construed to be substantial compliance. Unless estimates are expressly authorized, strict compliance is required.

19. **Information to Determine Compliance.** UCC covenants and agrees to provide within a reasonable time, not to exceed 30 days after written request, such information as may be required by the County or its designee, in order to determine compliance on UCC's part of the terms of this Tax Abatement Agreement.

20. **Value of Project After Abatement.** UCC contracts and agrees the value of the eligible property that is being abated will be a minimum of \$ 164,500,000 as certified by County's Chief Appraiser, as of 1/1/2022 for the Alkoxylation plant. As such, UCC agrees to pay ad valorem taxes on the eligible property for tax year 2034 based on a minimum value of \$ 164,500,000. If the value is greater than \$ 164,500,000, UCC has all rights to contest the value of the Alkoxylation plant.

21. **Contract Terms and Conditions Survive Abatement Period.** Unless sooner terminated under other provisions hereunder, all other rights, duties and obligations contained in this Agreement shall continue in full force and effect until all taxes levied in each of the ten years in which an exemption applied under this Agreement are fully paid by UCC, and all other covenants and conditions have been fulfilled. Provided, however, that no extension of the abatement period shall occur as a result of this Agreement beyond the 2033 tax year, it being the intent of the parties that ten years is the limit of abatement granted.

22. **Amendment.** The County and UCC agree that this agreement may be amended by mutual consent to modify the projects and investment contemplated in this Agreement due to changed market conditions and technical specifications.

23. **Miscellaneous.** The following additional provisions are included and are made express conditions of this Tax Abatement Agreement in order to carry out the intent and purposes of the County's Guidelines, or to address any special problems or needs arising out of the uniqueness of the project, the Application, or UCC:

23.1. **Agreement Survives Reinvestment Zone.** It is specifically understood and agreed that the designation of the Reinvestment Zone in which the eligible property described in this Tax Abatement Agreement is located is valid for a period of five years from May 10, 2023, unless subsequently extended. The fact that the designation of the Reinvestment Zone may expire before this Agreement terminates shall not effect the terms and conditions of this Agreement.

23.2. **Payment of Taxes.** During the term of this Agreement, UCC's taxes shall be payable as follows:

23.2.1. The value of any ineligible property as described in Section 2(g) of the County's Guidelines adopted on March 9, 2022 shall be fully taxable.

23.2.2. The base year value of existing property not otherwise eligible for tax abatement as determined each year shall be fully taxable; and

23.2.3. The additional value of new eligible property in the Reinvestment Zone shall be taxable subject to the exemptions provided in paragraph 7 above.

23.3. **Conflicts of Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws rule.

23.4. **Severability**. At the option of the County, the invalidity of any one or more covenants, phrases, clauses, sentences, paragraphs or sections of this Agreement shall not affect the remaining portions of this Agreement or any part hereof, and in case of any such invalidity, this Agreement may be construed as if such invalid covenants, phrases, clauses, sentences, paragraphs or sections were not included.

23.5. **Subtitles**. The use of subtitles in this Agreement is strictly for convenience, and shall have no legal significance whatsoever. The use of the singular shall include the plural when appropriate. The use of any reference to gender shall include any and all other genders when appropriate.

23.6. **Place of Performance**. This Agreement, in its entirety, shall be performable in Calhoun County, Texas. As part of the consideration for entering into this Agreement, both County and UCC agree that any litigation to construe or enforce the terms and conditions of this Agreement shall be brought in the State Courts of Calhoun County, Texas.

23.7. **Acceptance by UCC.** By acceptance of this Agreement and/or any benefits conferred hereunder, UCC represents that its undersigned agent has complete and unrestricted authority to enter into this Tax Abatement Agreement and to obligate and bind UCC to all of the terms, covenants and conditions contained in this Agreement. UCC agrees to be bound by all assurances and commitments contained in the Application dated November 18, 2022, the Guidelines and Criteria as applicable, and the specific terms, covenants and conditions contained in this Tax Abatement Agreement.

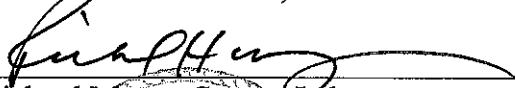
23.8. **Approval by Commissioners.** This Agreement, in its entirety, including authority to execute it in this form, has been approved by the Commissioners, in a regular meeting of the Commissioners, after due notice as required by law, and pursuant to Resolution duly adopted by the Commissioners by at least a three-fourths vote of the entire Commissioners Court.

23.9. **Binding Effect.** This Agreement, in its entirety, shall be binding upon all the parties hereto, their respective successors and/or assigns.

EXECUTED IN MULTIPLE ORIGINALS on the 10th day of May, 2023.

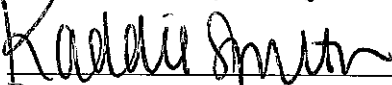
COUNTY:

COMMISSIONERS COURT
CALHOUN COUNTY, TEXAS

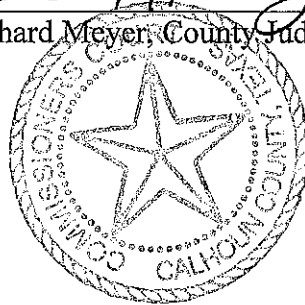

Richard Meyer, County Judge

ATTEST:

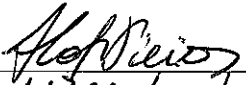
Anna Goodman, County Clerk



By: _____, Deputy



UNION CARBIDE CORPORATION, a wholly
owned subsidiary of Dow, Inc.

By: 
Manoel Lima Vieira



November 18, 2022

Mr. Richard Meyer, County Judge
Calhoun County, Texas
211 S. Ann St., Ste. 301
Port Lavaca, TX 77979

Dear Judge Meyer:

Please find the attached Chapter 312 application in Calhoun County's jurisdiction on behalf of Union Carbide Corporation, a wholly owned subsidiary of Dow, Inc. We are confident that, with the support from Calhoun County through a tax abatement agreement, it will prove to be a valuable incentive and entice the proposed \$235,000,000 investment to Seadrift.

We are submitting this application in advance of any construction and we ask, per the guidelines, that the beginning of the abatement period be deferred to January 1, 2026. I welcome any questions that you may have and thank you for your continued support of Union Carbide Corporation.

Sincerely,

A handwritten signature in cursive script that reads "Jamie M. Snead".

Jamie M. Snead
Tax Director
TXINN APB
332 State Highway 332 E.
Lake Jackson, TX 77566
(989) 638-9137

UNION CARBIDE CORPORATION, A WHOLLY OWNED SUBSIDIARY OF DOW, INC.
APPLICATION FOR TAX ABATEMENT IN
CALHOUN COUNTY, TX

- (1) **Requirement:** A list of the kind, number and location of all proposed improvements of the property, including a general written description of the general nature and extent of modernization, expansion or new improvements to be undertaken.

Answer: The proposed project includes construction of a global scale alkoxylation plant and expansion of infrastructure and upstream units to be built at the Union Carbide Corporation (UCC) site in Seadrift, Texas. Various site Infrastructure Improvements would also be required to facilitate the alkoxylation production, including expansion of storage and railcar loading capabilities.

Proposed improvements and fixed equipment for which a value limitation agreement is requested include: process equipment, heat exchangers, compressors, pumps, filters, storage tanks, purification equipment, enhanced railcar loading facilities, pipe racks, and instrumentation.

This project will also include any other necessary equipment and structures to construct and operate the proposed improvements.

- (2) **Requirement:** A statement of the current and proposed uses of the property showing that planned usage is consistent with the general purpose of encouraging development or redevelopment of the reinvestment zone during the period that the property tax exemptions are in effect.

Answer: The proposed improvements would be those necessary to conduct normal unit operations consistent with those required to produce alkoxylates. Equipment necessary for this process manufacturing structure includes: process equipment, heat exchangers, compressors, pumps, filters, storage tanks, purification equipment, enhanced railcar loading facilities, pipe racks, and instrumentation.

- (3) **Requirement:** A map showing locations of existing and proposed improvements. The map should also show general uses and conditions of the real property in the reinvestment zone.

Answer: See Attachment A

- (4) **Requirement:** A legal description of the property.

Answer: See Attachment B

- (5) **Requirement:** An estimate of the project cost and new value that will result from the modernization, expansion or new improvements to be undertaken. A statement of the base year value separately stated for land and existing improvements located in the reinvestment zone, plus any improvements or changes in value in the reinvestment zone after the last appraisal and prior to the application. In any case where the value of an existing facility will be deleted or diminished as a result of the project, the application must contain verification from

Union Carbide Corporation, a wholly owned subsidiary of Dow, Inc.
Application for Tax Abatement
Calhoun County, TX

the Chief Appraiser of the last appraised value of any portion or all of a facility whose value will be reduced or removed from the tax rolls.

Answer: The total project cost is estimated to be \$235 million.

Base year value of land is \$45,800 and the base year value of improvements is \$0.

See Attachment B for Chief Appraiser's Statement certifying the existing land values.

- (6) **Requirement:** An estimate of the number of jobs that will be created or retained by the modernization, expansion, or new improvements.

Answer: Ten (10) new jobs will be created as a result of the project.

- (7) **Requirement:** Estimated date of start of construction, length of construction, estimated value of new improvements to be completed during each year of construction and estimated date of completion.

Answer: The estimated project dates are as follow:

Construction Start: September 2023

Construction Completion: June 2025

Construction is anticipated to require approximately 21 months however schedules are subject to change.

The estimated budget for new improvements is \$235 million which will occur over the length of the estimated construction period.

- (8) **Requirement:** An estimate of what the property value subject to abatement will be on January 1 immediately following the end of the abatement period.

Answer: The estimated property value at the end of the 10-year abatement period is \$145 million.

- (9) **Requirement:** In the case of Applicants unknown to the Commissioners' Court, a financial statement of the individual or corporation filing the application, complete with letters of credit and other documents which the County may request in order that the Commissioners' Court can appropriately evaluate the financial capacity and other factors of the Applicant.

Answer: Please refer to the current Dow Inc. Annual Report at <https://investors.dow.com/en/investors/default.aspx>

- (10) **Requirement:** The Taxpayer shall make the following assurances in the application:

(a) That all the information contained in the application is true and correct.

Union Carbide Corporation, a wholly owned subsidiary of Dow, Inc.
Application for Tax Abatement
Calhoun County, TX

- (b) That the person signing the application on behalf of the Taxpayer/Applicant has unrestricted authority to execute the application and the contract documents on behalf of the Taxpayer/Applicant and has the unrestricted authority to obligate the Taxpayer/ Applicant to all the terms, covenants and conditions that will be contained in the agreement.
- (c) That construction will not commence on any of the eligible improvements until an agreement has been executed with the designating authority, whether the designating authority is the County, or a municipality.
- (d) That the project will not be constructed without first obtaining all necessary local, state and federal environmental and construction permits and that the Taxpayer will abide by all conditions of the permits, laws and ordinances, rules and regulations governing the operation of the project throughout its economic life.
- (e) That the Taxpayer/Applicant will abide by all conditions of the agreement and the Guidelines and Criteria adopted by the Commissioners' Court applicable to the agreement.
- (f) That the planned use of the property will not constitute a hazard to public health or safety throughout the economic life of the project.
- (g) That the Applicant will make the specific improvements to the property as described in its application.
- (h) That although estimates of the cost of the project and the number of jobs retained or created as a result of the project that are within 85% of actual cost and/or number of jobs may be construed to be substantial compliance, the actual total cost of the project and actual number of jobs retained or created shall not be less than the minimum amounts required in the County's Guidelines required to qualify for tax abatement as a business incentive.

Answer: Please consider assurances confirmed and accepted as evidenced by the executed Declaration below.

- (11) **Requirement:** The Applicant will identify the type of legal entity making the application, such as corporation, partnership, etc. If a corporation, the statement should include the home state of incorporation, the name and address of the registered agent for service in Texas, and a commitment to notify the County within sixty days of any change of the registered agent or status of the corporation. Similar Information will be required of a general or limited Partnership or other legal entity.

Answer:

Union Carbide Corporation (UCC), a New York Corporation
Registered Agent Address:
7501 State Highway 185 North
Seadrift, TX 77983

Union Carbide Corporation, a wholly owned subsidiary of Dow, Inc.
Application for Tax Abatement
Calhoun County, TX

- (12) **Requirement:** The application shall contain the name, title, and address of the Taxpayer's local and corporate representatives for the purposes of giving notice.

Answer:

Jamie Snead, Tax Director
TXINN APB, 332 State Highway 332 E.
Lake Jackson, TX 77566

- (13) **Requirement:** In its application, the Applicant shall include a statement that it waives all rights of confidentiality with regard to the contents of its application for tax abatement as a business incentive otherwise granted under TEX. TAX CODE ANN. §312 .003.

Answer:

The Applicant waives all rights of confidentiality with regards to contents of its application for tax abatement as a business incentive otherwise granted under TEX TAX CODE ANN. §312 .003.

- (14) **Requirement:** The Applicant shall agree to reimburse the County for all legal fees and any other expenses that the County incurs in establishing eligibility for granting business incentives and for reviewing, processing, and acting on its application. Further, Applicant shall agree to pay for the costs of an economic impact assessment if the County requires one in connection with its application for business incentives. In the event the County determines an economic impact assessment is required, the Taxpayer shall be given notice and the opportunity to withdraw its application prior to commencement of the economic impact assessment, if Applicant is unwilling to pay the total cost of the economic impact assessment. In its application, the Taxpayer shall agree to pay for all fees and expenses incurred by the County in establishing eligibility to grant business incentives and processing the application, even though the Commissioners' Court ultimately denies the application.

Answer: Please consider agreement confirmed as evidenced by the executed Declaration below.

- (15) **Requirement:** Any other information that the Commissioners' Court or Applicant may deem appropriate to assist the Commissioners' Court in determining whether to enter into a business incentives agreement with the Applicant.

Answer: Please advise of any additional information that may be necessary.

- (16) **Requirement:** If a variance from any provision in these Guidelines and Criteria is requested, a statement describing the variance, and a detailed statement supporting the Applicant's reasons for the requested variance must be included.

Answer: The project construction is estimated to begin during the second half of 2023, with a completion date in mid-2025. The Company requests a 10-year 100 percent property tax abatement in the Reinvestment Zone with a negotiated payment-in-lieu of tax. A variance is requested to adjust the start date of the abatement to reflect January 1, 2026 to align with the Company's project timeline.

Union Carbide Corporation, a wholly owned subsidiary of Dow, Inc.
Application for Tax Abatement
Calhoun County, TX

(17) Requirement: Completed Application. Upon receipt of a completed application, the Commissioners' Court shall mail written notice to the presiding officer of the governing body of each taxing unit that includes in its boundaries real property that is included in the application. Such notice shall be mailed at least seven (7) days before the Commissioners' Court takes any action on the application. The notice shall include a copy of the proposed agreement if the County is the designating authority. There shall be a \$1,000 nonrefundable fee payable the County at the time the application is submitted.

Answer: The entirety of this submission and attachments is intended to represent a Completed Application. The application fee for Calhoun County, TX is not required as confirmed with Calhoun County in September 2022.

(18) Requirement: Economic Impact Assessment. After receipt of an application for business Incentives, the Commissioners' Court may cause to have prepared an economic impact assessment setting forth the impact of the proposed agreement. The study shall include, but not necessarily be limited to, an assessment of the economic effects of the abatement of taxes. The County shall give at least ten (10) days written notice to the Applicant of its intent to conduct an economic impact assessment, which notice shall include a description of the scope of the study. If the Applicant is unwilling to pay for the economic impact assessment, it may give notice to the County within seven (7) calendar days from the date it received notice of the proposed economic impact assessment that the Applicant is withdrawing its application. The economic impact assessment may include any other issue that the Commissioners' Court determines to be appropriate in considering the application, including, without limitation by enumeration, environmental issues, short term/long term effect on issues of adequacy of existing physical plants needs resulting increased costs as a result of the project and the County's ability to pay such costs during the abatement period.

Answer: An Economic Impact Assessment for Calhoun County, TX is not required as confirmed with Calhoun County in September 2022.

Section 5
DESIGNATION OF REINVESTMENT ZONE

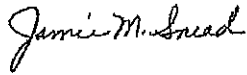
- (a) Authority to Designate Reinvestment Zones. Reinvestment zones may be designated by either the Commissioners' Court for property located outside the jurisdiction of any municipality in the County, or by a municipality, if the property is located within the jurisdiction of such municipality.
- (b) Application for County Designated Reinvestment Zone. An application to the County for designation of a Reinvestment Zone may be combined with the application for business incentives. The application must include information to support the required findings in subsection (c), inclusive of this section. It must also include a map showing the boundaries of the proposed reinvestment zone and a legal description of the proposed reinvestment zone. Any information contained in the application for business incentives that answers the requirements for designation of a reinvestment zone does not need to be duplicated if the application for designation of a reinvestment zone and business incentives are combined in one application.
- (c) Designation. The Commissioners' Court may not designate an area as a reinvestment zone until:
 - (1) The Commissioners' Court has held a public hearing on the designation at which time interested persons shall be entitled to speak and present evidence for or against the designation; and
 - (2) The Commissioners' Court must make the following findings in order to designate an area as a reinvestment zone:
 - (a) The designation would contribute to the retention or expansion of primary employment; or,
 - (b) The designation would attract major investment in the zone that would be a benefit to the property to be included in the zone; and,
 - (c) The designation would contribute to the economic development of the county.
- (d) **Notice of Hearing.** Notice of the hearing shall be clearly identified on the Commissioners' Court agenda. In addition, notice shall issue as follows:
 - (1) Notice of the hearing must be published in a newspaper of general circulation in the County not later than the 7th day before the date of the hearing; and
 - (2) Written notice of the hearing shall be delivered to the presiding officer of the governing body of each taxing unit that includes in its boundaries real property that is included in the proposed reinvestment zone. Such notice shall be delivered at least 7 days before the hearing. Pursuant to Tex Tax Code Ann. §312.20 1 (e) this notice shall be presumed delivered when placed in the mail postage paid and properly addressed to the appropriate presiding officer.

Union Carbide Corporation, a wholly owned subsidiary of Dow, Inc.
Application for Tax Abatement
Calhoun County, TX

- (e) **Date of Expiration.** The designation of a reinvestment zone shall expire five (5) years after the date of designation. However, the designation of a reinvestment zone that has expired may be renewed by the County or municipality for periods not to exceed five (5) years. The expiration of the designation of a reinvestment zone shall not affect existing agreements made under these Guidelines and Criteria.

DECLARATION

To the best of my knowledge, the above information is an accurate description of the project details.



Jamie M. Snead, Tax Director

Company Official Signature

Printed Name & Title of Company Official

Attachment Notes:

Attachment A: Surveying and mapping attachments and legal description of the property

Attachment B: Calhoun County Chief Appraiser Land Value Confirmation and RZ Designation to be provided once available

**Attachment A:
Surveying and mapping
attachments and legal
description of the
property**



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High Density 3D Laser Scanning • Robotic Imaging HD
Aerial Topographic Surveying • RTK/UAV Imagery

DOW CHEMICAL COMPANY

SEADRIFT BLOCK 8 – 7.9882 ACRE TAX ABATEMENT TRACT

ENRIQUEZ RENDÓN LEAGUE, ABSTRACT 31

SEADRIFT, CALHOUN COUNTY, TEXAS

FIELD NOTE DESCRIPTION OF ALL THAT CERTAIN TRACT OF LAND lying and situated in the Enriquez Rendón League, Abstract 31, Calhoun County, Texas, being a portion of all that certain called 998.634 acre tract of land, described by general warranty deed recorded May 2, 1952 from May A. Stofer, John G. Stofer, Oria A. Eiband and E.G. Eiband to Union Carbide and Carbon Corporation, as recorded in volume 81, page 408 of the Calhoun County Deed Record (C.C.D.R.), said tract herein described being more particularly described by metes and bounds as delineated by Kim T. Doyle, R.P.L.S. 6526 May 8, 2022, using survey terminology which refers to the Dow Seadrift Plat Coordinate System with reference to the Texas State Plane Coordinate System, South Central Zone (NAD83), in which the directions are Plant grid bearings and distances are surface level lengths, all areas shown hereon are surface calculations (Combined Scale Factor = 0.9999651) as follows:

BLOCK 8 – 7.9882 ACRE TRACT

Point of Beginning being an unmarked point at plant coordinate at $X = -5967.05$ and $Y = 4224.00$, from which point an old iron pipe with an inside diameter of $1 \frac{1}{2}$ " and an outside diameter of $2 \frac{1}{4}$ " (in the stump hole of a concrete monument now lost) found marking the northwest corner of said Union Carbide Corporation called 998.634 acre tract bears North $33^{\circ}49'39''$ West a distance of 2069.58 feet (Plant coordinate $X = -7119.17$ and $Y = 5943.24$ and Texas State Plane coordinate $X = 2681352.77$ $Y = 13376450.85$) and Plant monument "SAT – 4" bears South $80^{\circ}15'09''$ East a distance of 2858.75 feet (Plant coordinate $X = -3149.57$ $Y = 3740.00$ and Texas State Plane coordinate $X = 2685844.16$ and $Y = 13377112.63$)

THENCE with the boundaries of the subject tract the following bearings and distances:

East, a distance of 747.05 feet;

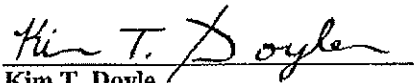
South, a distance of 471.00 feet;

West, a distance of 733.81 feet;

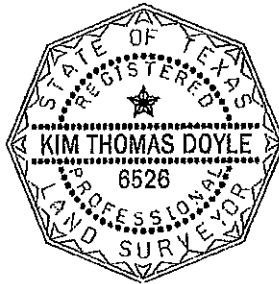
North, a distance of 269.93 feet;

North $15^{\circ}23'42''$ West, a distance of 49.87 feet;

North, a distance of 152.99 feet to the **Point of Beginning** containing 7.9882 acres of land, more or less.



Kim T. Doyle
Registered Professional Land Surveyor
Licensed State Land Surveyor
Texas Registration Number 6526
May 6, 2022



This description is based on an office delineation from legacy field data for Tax Abatement purposes, a plat of which, dated May 6, 2022 is on file in the office of Doyle & Wachtstetter, Inc.
Legal\Dow\Seadrift\2020 Railroad Assets Survey\Seadrift\2022 Tax Abatement Tracts\4513225832 - Dow - Seadrift Tax Abatement - Block 8 7.9882 Acre Tract 220506.docx

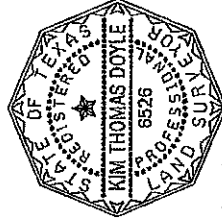
131 Commerce Street • Clute, Texas 77531-5601

Phone: 979-265-3622 • Fax: 979-265-9940 • Email: DW-Surveyor.com • Firm # 10024500

CALHOUN COUNTY TEXAS

I, KIM THOMAS DOYLE, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE AND FOREGOING PLAT IS AN OFFICE DELINEATION UTILIZING LEGACY FIELD DATA FOR TAX ABATEMENT PURPOSES

DELINEATED: MAY 6, 2022



EXISTING IRON PIPE IN THE STUMP
HOLE OF A CONCRETE MONUMENT
NOW LOST IN THE NORTHWEST CORNER
OF THE 988.634 ACRE TRACT
C.C.D.R. = 6526.74
X = 37183.77
Y = 1257652.85
(725P M45 B5)

UNION CARBIDE CORPORATION
CALLED 998.634 ACRE TRACT
VOLUME 81, PAGE 408
C.C.D.R.

Kim T. Doyle
KIM THOMAS DOYLE
REGISTERED PROFESSIONAL LAND SURVEYOR
LICENSED STATE LAND SURVEYOR
TEXAS REGISTRATION NUMBER 6526

ENRIQUEZ RENDON LEAGUE ABSTRACT 31

NOTES:

1. ALL COORDINATES AND BEARINGS ARE RELATIVE TO THE DOYLE UNION CARBIDE CORPORATION PLAT GRID AND FIXED TO PLANT SURVEY MONUMENT SET - P AT PLANT COORDINATE X = -3149.27 AND Y = 241.00.
2. DISTANCES ARE HORIZONTAL SURFACE LEVEL LENGTHS.
3. THIS PLAT AND DESCRIPTION WERE PREPARED FOR THE PURPOSE OF RECORDING THE SURVEY MONUMENT SET - P AT THE DIRECTION OF THE CLIENT AND ARE LIMITED ACCORDINGLY.
4. ALL FEATURES SHOWN HEREON EXISTING AND PROPOSED WERE PROVIDED BY THE CLIENT.

LEGEND

* SOME ELEMENTS MAY NOT BE USED ON SURVEY

●	BOUNDARY MONUMENT	—	SUBJECT TRACT
○	SET-UP IRON ROD W/ SURVEY CAP KIT D 6228"	----	REFERENCE LINE
⊙	CONTROLLING MONUMENT	----	ADJACENT TRACT
⊕	MON. OF RECORD DIGNITY	----	EXISTING FEATURES
⊖	UNMARKED POINT	----	PROPOSED FEATURES
	C.C.D.R. = CALHOUN COUNTY DEED RECORDS		
	C.C.P.R. = CALHOUN COUNTY PLAT RECORDS		
	D.A.L. = DISTANCE ALONG LINE I.D. = INSIDE DIAMETER		
	R.O.L. = RIGHT OF LINE O.D. = OUTSIDE DIAMETER		
	L.O.L. = LEFT OF LINE		

SURVEY PLAT OF A 7.9882 ACRE TRACT

BEING A PORTION OF ALL THAT CERTAIN
UNION CARBIDE CORPORATION
CALLED 998.634 ACRE TRACT
AS RECORDED IN
VOLUME 81, PAGE 408

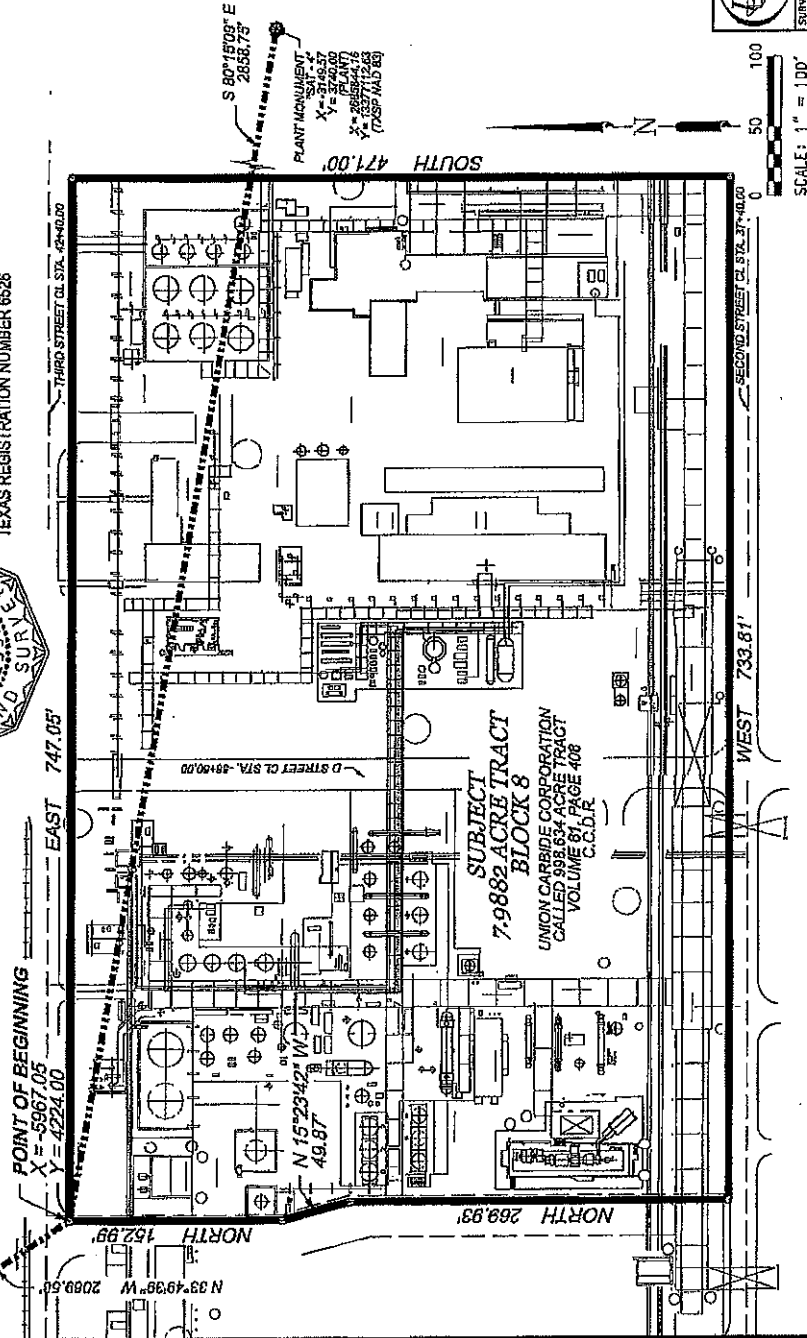
CALHOUN COUNTY DEED RECORDS
IN THE
ENRIQUEZ RENDON LEAGUE, ABSTRACT 31
CALHOUN COUNTY, TEXAS.

FOR
UNION CARBIDE CORPORATION

SHEET 1 OF 1



Doyle & Wachtstetter, Inc.
Surveying and Mapping GPS/GIS
OFFICE: 979-265-3422 FAX: 979-265-3944
SURVEYED: MAY 10, 2022 CHECKED: MAY 10, 2022
DRAWN BY: KTD AND S-C-22 REVISED: 4512258452



SCALE: 1" = 100'



Doyle & Wachtstetter, Inc.

Surveying and Mapping • GPS/GIS • Pipeline Integrity
High Density 3D Laser Scanning • Robotic Imaging HD
Aerial Topographic Surveying • RTK/UAV Imagery

DOW CHEMICAL COMPANY

SEADRIFT BLOCK 11 – 6.3912 ACRE TAX ABATEMENT TRACT

ENRIQUEZ RENDÓN LEAGUE, ABSTRACT 31

SEADRIFT, CALHOUN COUNTY, TEXAS

FIELD NOTE DESCRIPTION OF ALL THAT CERTAIN TRACT OF LAND lying and situated in the Enriquez Rendón League, Abstract 31, Calhoun County, Texas, being a portion of all that certain called 998.634 acre tract of land, described by general warranty deed recorded May 2, 1952 from May A. Stofer, John G. Stofer, Oria A. Eiband and E.G. Eiband to Union Carbide and Carbon Corporation, as recorded in volume 81, page 408 of the Calhoun County Deed Record (C.C.D.R.), said tract herein described being more particularly described by metes and bounds as delineated by Kim T. Doyle, R.P.L.S. 6526 May 8, 2022, using survey terminology which refers to the Dow Seadrift Plat Coordinate System with reference to the Texas State Plane Coordinate System, South Central Zone (NAD83), in which the directions are Plant grid bearings and distances are surface level lengths, all areas shown hereon are surface calculations (Combined Scale Factor = 0.9999651) as follows:

BLOCK 11 – 6.3912 ACRE TRACT

Point of Beginning being an unmarked point at plant coordinate at $X = -5640.00$ and $Y = 4730.00$, from which point an old iron pipe with an inside diameter of $1 \frac{1}{2}$ " and an outside diameter of $2 \frac{1}{4}$ " (in the stump hole of a concrete monument now lost) found marking the northwest corner of said Union Carbide Corporation called 998.634 acre tract bears North $50^{\circ}38'27''$ West a distance of 1913.09 feet (Plant coordinate $X = -7119.17$ and $Y = 5943.24$ and Texas State Plane coordinate $X = 2681352.77$ $Y = 13376450.85$) and Plant monument "SAT - 4" bears South $68^{\circ}19'16''$ East a distance of 2679.99 feet (Plant coordinate $X = -3149.57$ $Y = 3740.00$ and Texas State Plane coordinate $X = 2685844.16$ and $Y = 13377112.63$)

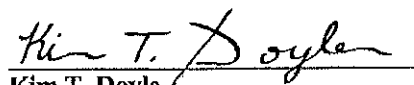
THENCE with the boundaries of the subject tract the following bearings and distances:

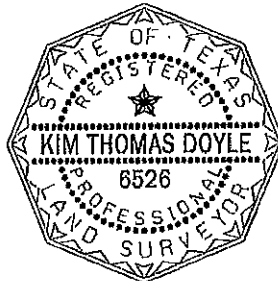
East, a distance of 580.00 feet;

South, a distance of 480.00 feet;

West, a distance of 580.00 feet;

North, a distance of 480.00 feet to the **Point of Beginning** containing 6.3912 acres of land, more or less.


Kim T. Doyle
Registered Professional Land Surveyor
Licensed State Land Surveyor
Texas Registration Number 6526
May 6, 2022



This description is based on an office delineation from legacy field data for Tax Abatement purposes, a plat of which, dated May 6, 2022 is on file in the office of Doyle & Wachtstetter, Inc.

Legn\Dow\Seadrift\2020 Railroad Assets Survey\Seadrift\2022 Tax Abatement\Tracts\4513225832 - Dow - Seadrift Tax Abatement - Block 11 6.3912 Acre Tract 220506.docx

131 Commerce Street • Clute, Texas 77531-5601

Phone: 979-265-3622 • Fax: 979-265-9940 • Email: DW-Surveyor.com • Firm # 10024500

CALHOUN COUNTY TEXAS

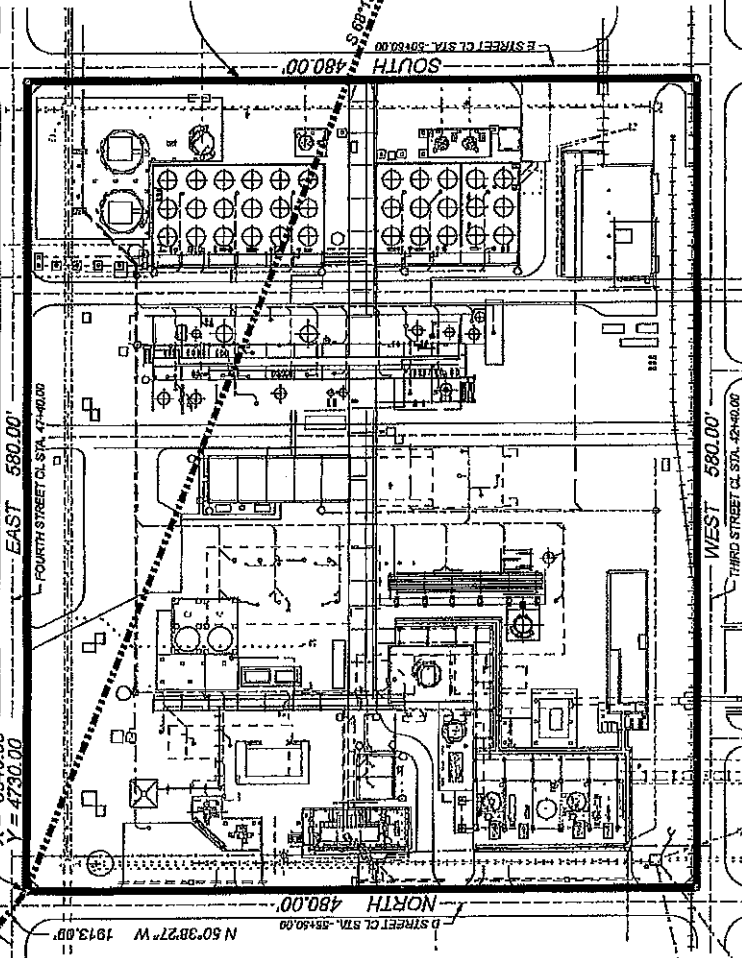
I, KIM THOMAS DOYLE, REGISTERED PROFESSIONAL LAND SURVEYOR, DO
HEREBY CERTIFY THAT THE ABOVE AND FOREGOING PLAT IS AN OFFICE
DELINEATION UTILIZING LEGACY FIELD DATA FOR TAX ABATEMENT PURPOSES
DELINEATED: MAY 6, 2022



Kim T. Doyle
KIM THOMAS DOYLE
REGISTERED PROFESSIONAL LAND SURVEYOR
LICENSED STATE LAND SURVEYOR
TEXAS REGISTRATION NUMBER 6526

- NOTES:
1. ALL COORDINATES AND BEARINGS ARE RELATIVE TO THE DOW
NORTH OF THE PLAT. THE PLAT IS A PLAT COORDINATE X = 34627
AND Y = 37461.00.
 2. DISTANCES ARE HORIZONTAL SURFACE LEVEL LENGTHS.
CONTAINED SCALE FACTOR = 0.9999591.
 3. THIS PLAT AND DESCRIPTION WERE PREPARED FOR THE
PURPOSES OF DESCRIBING THE SUBJECT TAX ABATEMENT TRACT
AT THE DIRECTION OF THE CLIENT AND ARE LIMITED ACCORDINGLY.
 4. ALL FEATURES SHOWN HEREIN EXISTING AND PROPOSED WERE
PROVIDED BY THE CLIENT.

POINT OF BEGINNING
X = -5640.00
Y = 4730.00



LEGEND

* SOME ELEMENTS MAY NOT BE USED ON SURVEY

●	BOUNDARY MONUMENT	—	SUBJECT TRACT
○	STATION MONUMENT	---	REFERENCE LINE
⊙	CONTROLLING MONUMENT	---	ADJACENT TRACT
⊕	MON. OF RECORD DIGNITY	---	EXISTING FEATURES
⊗	UNMARKED POINT	---	PROPOSED FEATURES
			C.C.D.R. = CALHOUN COUNTY DEED RECORDS
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			L.O.L. = LEFT OF LINE

SURVEY PLAT OF A
6.3912 ACRE TRACT

BEING A PORTION OF ALL THAT CERTAIN
UNION CARBIDE CORPORATION
CALLED 998.634 ACRE TRACT

AS RECORDED IN
VOLUME 81, PAGE 408

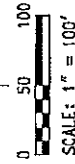
CALHOUN COUNTY DEED RECORDS
IN THE
ENRIQUEZ RENDON LEAGUE, ABSTRACT 31
CALHOUN COUNTY, TEXAS.

FOR
UNION CARBIDE CORPORATION

SHEET 1 OF 1



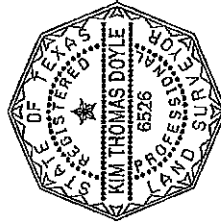
Doyle & Wachtstetter, Inc.
Surveying and Mapping GPS/GIS
131 COMMERCE STREET, SUITE 7201
FARMERSVILLE, TEXAS 77834
OFFICE: 979.265.3022 FAX: 979.265.3940
FIRM NO: 10024500
SHEET NO: 4513228312
DATE: 5-10-22



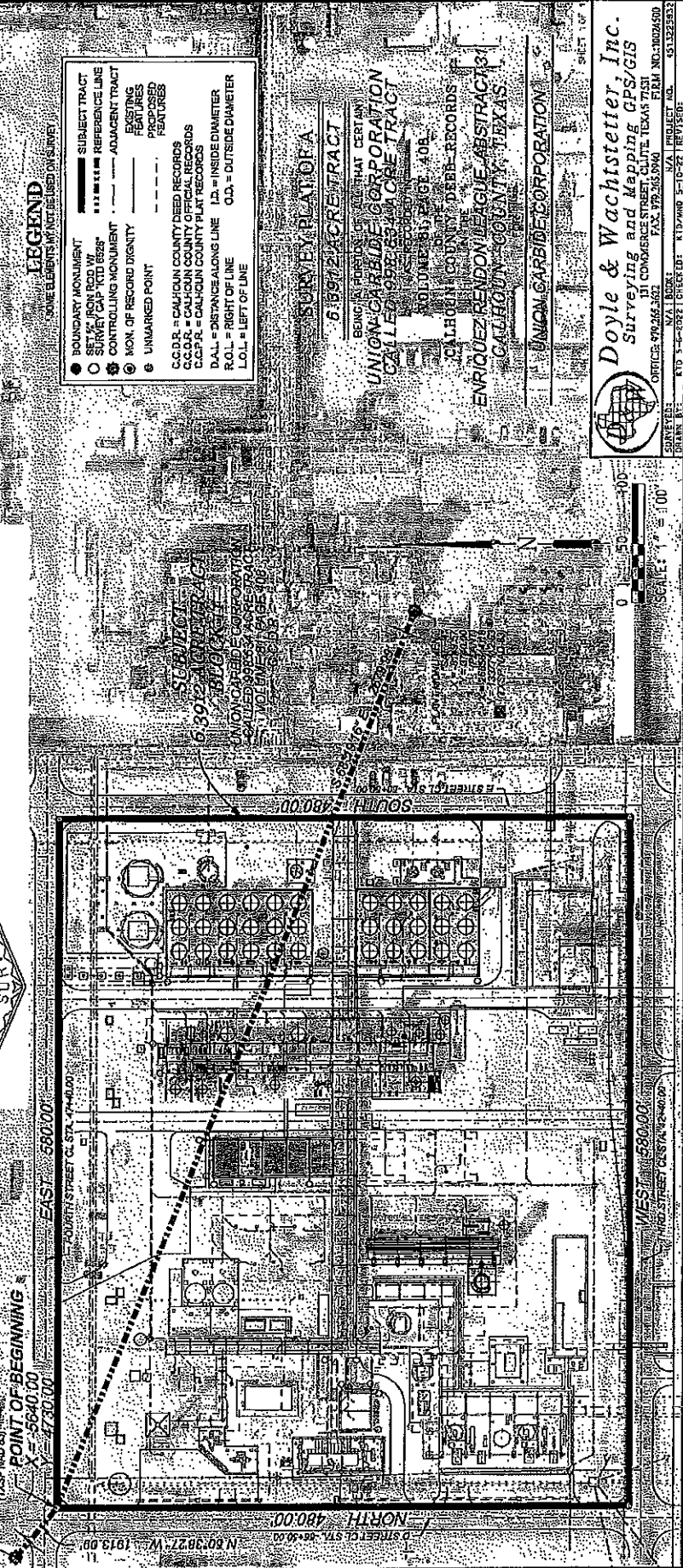
CALHOUN COUNTY TEXAS ENRIQUEZ RENDON LEAGUE ABSTRACT 31

I, KIM THOMAS DOYLE, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE AND FOREGOING PLAT IS AN OFFICE DELINEATION UTILIZING LEGACY FIELD DATA FOR TAX ABATEMENT PURPOSES

DELINEATED: MAY 6, 2022



Kim T. Doyle
 KIM THOMAS DOYLE
 REGISTERED PROFESSIONAL LAND SURVEYOR
 LICENSED STATE LAND SURVEYOR
 TEXAS REGISTRATION NUMBER 6526



- LEGEND**
- BOUNDARY MONUMENT
 - SURVEY MONUMENT
 - REFERENCE LINE
 - ADJACENT TRACT
 - MON. OF RECORD DIGNITY
 - UNMARKED POINT
 - C.C.D.R. = CALHOUN COUNTY DEED RECORDS
 - C.C.O.R. = CALHOUN COUNTY OFFICIAL RECORDS
 - C.C.P.R. = CALHOUN COUNTY PLAT RECORDS
 - DALL = DISTANCE ALONG LINE
 - I.D. = INSIDE DIAMETER
 - R.O.L. = RIGHT OF LINE
 - L.O.L. = LEFT OF LINE

Doyle & Wachtstetter, Inc.
 Surveying and Mapping GPS/GIS
 111 COMMERCE STREET, SUITE 703
 FARM, TEXAS 75751
 OFFICE: 972.262.3022 FAX: 972.355.0940
 SURVEYOR: KIM THOMAS DOYLE PROJECT NO. 451225833
 DRAFTER: KIM THOMAS DOYLE



Doyle & Wachtstetter, Inc.

Surveying and Mapping • GPS/GIS • Pipeline Integrity
High Density 3D Laser Scanning • Robotic Imaging HD
Aerial Topographic Surveying • RTK/UAV Imagery

DOW CHEMICAL COMPANY

SEADRIFT BLOCK 17 – 0.5076 ACRE TAX ABATEMENT TRACT

ENRIQUEZ RENDÓN LEAGUE, ABSTRACT 31

SEADRIFT, CALHOUN COUNTY, TEXAS

FIELD NOTE DESCRIPTION OF ALL THAT CERTAIN TRACT OF LAND lying and situated in the Enriquez Rendón League, Abstract 31, Calhoun County, Texas, being a portion of all that certain called 998.634 acre tract of land, described by general warranty deed recorded May 2, 1952 from May A. Stofer, John G. Stofer, Oria A. Eiband and E.G. Eiband to Union Carbide and Carbon Corporation, as recorded in volume 81, page 408 of the Calhoun County Deed Record (C.C.D.R.), said tract herein described being more particularly described by metes and bounds as delineated by Kim T. Doyle, R.P.L.S. 6526 May 8, 2022, using survey terminology which refers to the Dow Seadrift Plat Coordinate System with reference to the Texas State Plane Coordinate System, South Central Zone (NAD83), in which the directions are Plant grid bearings and distances are surface level lengths, all areas shown hereon are surface calculations (Combined Scale Factor = 0.9999651) as follows:

BLOCK 17 – 0.5076 ACRE TRACT

Point of Beginning being an unmarked point at plant coordinate at X = -5556.27 and Y = 5365.42, from which point an old iron pipe with an inside diameter of 1 ½" and an outside diameter of 2 ¼" (in the stump hole of a concrete monument now lost) found marking the northwest corner of said Union Carbide Corporation called 998.634 acre tract bears North 69°42'36" West a distance of 1666.30 feet (Plant coordinate X = -7119.17 and Y = 5943.24 and Texas State Plane coordinate X = 2681352.77 Y = 13376450.85) and Plant monument "SAT - 4" bears South 55°57'57" East a distance of 2904.16 feet (Plant coordinate X = -3149.57 Y = 3740.00 and Texas State Plane coordinate X = 2685844.16 and Y = 13377112.63)

THENCE with the boundaries of the subject tract the following bearings and distances:

East, a distance of 257.98 feet;

South, a distance of 58.19 feet;

West, a distance of 110.12 feet;

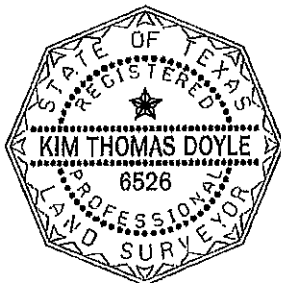
South, a distance of 48.02 feet;

West, a distance of 147.87 feet;

North, a distance of 106.21 feet to the **Point of Beginning** containing 0.5076 acres of land, more or less.

Kim T. Doyle

Kim T. Doyle
Registered Professional Land Surveyor
Licensed State Land Surveyor
Texas Registration Number 6526
May 6, 2022



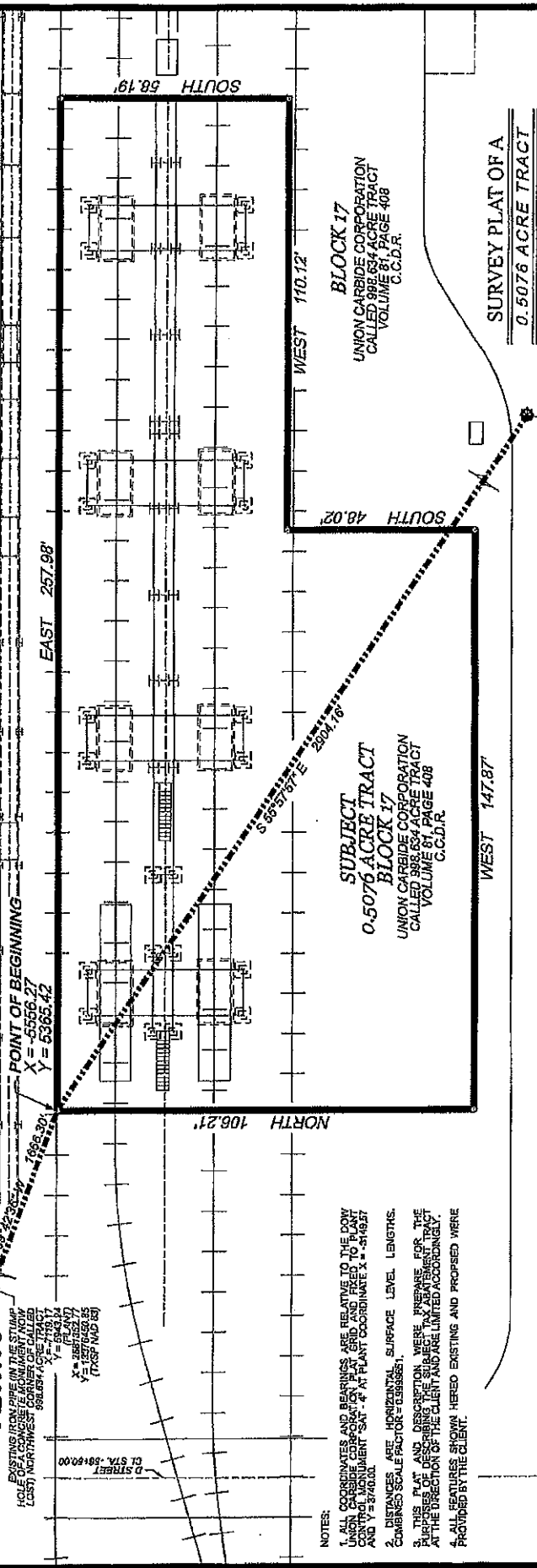
This description is based on an office delineation from legacy field data for Tax Abatement purposes, a plat of which, dated May 6, 2022 is on file in the office of Doyle & Wachtstetter, Inc.

Legal\Dow\Seadrift\2020 Railroad Assets Survey\Seadrift\2022 Tax Abatement Tracts\4513225832 - Dow - Seadrift Tax Abatement - Block 17 0.5076 Acre Tract 220506.docx

131 Commerce Street • Clute, Texas 77531-5601

Phone: 979-265-3622 • Fax: 979-265-9940 • Email: DW-Surveyor.com • Firm # 10024500

ENRIQUEZ RENDON LEAGUE
ABSTRACT 31



PLANT MONUMENT
STATE
X = 3743.57
Y = 3740.00
Z = 265.00
X = 263.554
Y = 637.112
Z = 637.112
(7XGP 740 88)

[illegible]

LEGEND

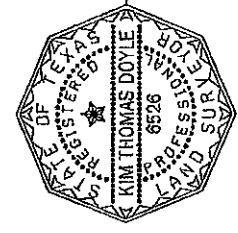
- * SOME ELEMENTS MAY NOT BE USED ON SURVEY
- | | | | |
|---|--|-------|-------------------|
| ● | BOUNDARY MONUMENT | ————— | SUBJECT TRACT |
| ○ | SET W/ IRON ROD W/ SURVEY CAP PT D 6336" | ⋮⋮⋮ | REFERENCE LINE |
| ⊗ | CONTROLLING MONUMENT | ----- | ADJACENT TRACT |
| ⊙ | MON. OF RECORD DIGNITY | _____ | EXISTING FENCE |
| ⊕ | UNMARKED POINT | _____ | PROPOSED FEATURES |
- C.C.D.R. = CALHOUN COUNTY DEED RECORDS
C.C.A.R. = CALHOUN COUNTY OFFICIAL RECORDS
C.C.P.R. = CALHOUN COUNTY PLAT RECORDS
D.A.L. = DISTANCE ALONG LINE
R.O.L. = RIGHT OF LINE
L.O.L. = LEFT OF LINE
I.D. = INSIDE DIAMETER
O.D. = OUTSIDE DIAMETER

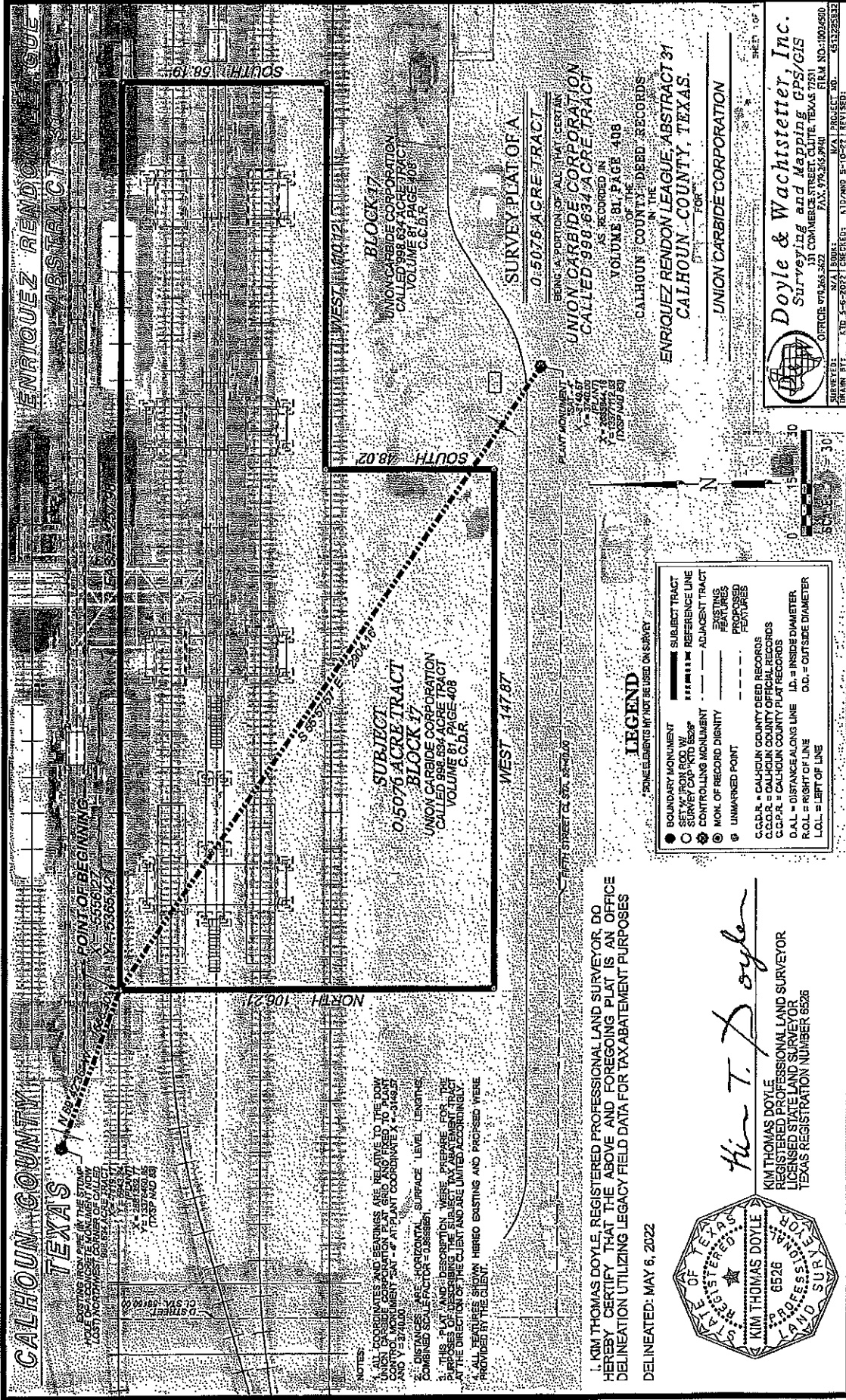
I, KIM THOMAS DOYLE, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE AND FOREGOING PLAT IS AN OFFICE DELINEATION UTILIZING LEGACY FIELD DATA FOR TAX-ABATEMENT PURPOSES

DELINEATED: MAY 6, 2022

DELINEATED: MAY 6, 2022

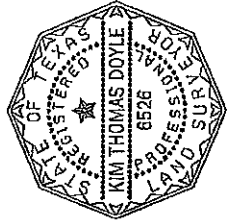
Kim T. Doyle
KIM THOMAS DOYLE
REGISTERED PROFESSIONAL LAND SURVEYOR
LICENSED STATE LAND SURVEYOR
TEXAS REGISTRATION NUMBER 6526





I, KIM THOMAS DOYLE, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE AND FOREGOING PLAT IS AN OFFICE DELINEATION UTILIZING LEGACY FIELD DATA FOR TAX ABATEMENT PURPOSES

DELINEATED: MAY 6, 2022



Kim T. Doyle
 KIM THOMAS DOYLE
 REGISTERED PROFESSIONAL LAND SURVEYOR
 LICENSED STATE LAND SURVEYOR
 TEXAS REGISTRATION NUMBER 6526



Doyle & Wachtstetter, Inc.

Surveying and Mapping • GPS/GIS • Pipeline Integrity
High Density 3D Laser Scanning • Robotic Imaging HD
Aerial Topographic Surveying • RTK/UAV Imagery

DOW CHEMICAL COMPANY

SEADRIFT BLOCK 31 - 0.0506 ACRE TAX ABATEMENT TRACT

ENRIQUEZ RENDÓN LEAGUE, ABSTRACT 31

SEADRIFT, CALHOUN COUNTY, TEXAS

FIELD NOTE DESCRIPTION OF ALL THAT CERTAIN TRACT OF LAND lying and situated in the Enriquez Rendón League, Abstract 31, Calhoun County, Texas, being a portion of all that certain called 998.634 acre tract of land, described by general warranty deed recorded May 2, 1952 from May A. Stofer, John G. Stofer, Oria A. Eiband and E.G. Eiband to Union Carbide and Carbon Corporation, as recorded in volume 81, page 408 of the Calhoun County Deed Record (C.C.D.R.), said tract herein described being more particularly described by metes and bounds as delineated by Kim T. Doyle, R.P.L.S. 6526 May 8, 2022, using survey terminology which refers to the Dow Seadrift Plat Coordinate System with reference to the Texas State Plane Coordinate System, South Central Zone (NAD83), in which the directions are Plant grid bearings and distances are surface level lengths, all areas shown hereon are surface calculations (Combined Scale Factor = 0.9999651) as follows:

BLOCK 31 - 0.0506 ACRE TRACT

Point of Beginning being an unmarked point at plant coordinate at X = -4399.99 and Y = 5444.74, from which point an old iron pipe with an inside diameter of 1 ½" and an outside diameter of 2 ¼" (in the stump hole of a concrete monument now lost) found marking the northwest corner of said Union Carbide Corporation called 998.634 acre tract bears North 79°36'41" West a distance of 2764.50 feet (Plant coordinate X = -7119.17 and Y = 5943.24 and Texas State Plane coordinate X = 2681352.77 Y = 13376450.85) and Plant monument "SAT - 4" bears South 36°15'36" East a distance of 2114.16 feet (Plant coordinate X = -3149.57 Y = 3740.00 and Texas State Plane coordinate X = 2685844.16 and Y = 13377112.63)

THENCE with the boundaries of the subject tract the following bearings and distances:

East, a distance of 40.36 feet;

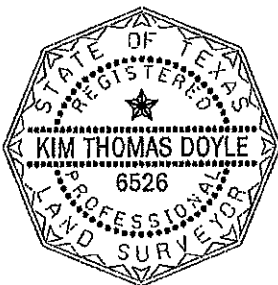
South, a distance of 54.62 feet;

West, a distance of 40.36 feet;

North, a distance of 54.62 feet to the **Point of Beginning** containing 0.0506 acres of land, more or less.

Kim T. Doyle

Kim T. Doyle
Registered Professional Land Surveyor
Licensed State Land Surveyor
Texas Registration Number 6526
May 6, 2022



This description is based on an office delineation from legacy field data for Tax Abatement purposes, a plat of which, dated May 6, 2022 is on file in the office of Doyle & Wachtstetter, Inc.
Legal\DowSeadrift\2020 Railroad Assets Survey\Seadrift\2022 Tax Abatement Tracts\4513225832 - Dow - Seadrift Tax Abatement - Block 31 0.0506 Acre Tract 220506.dwg

131 Commerce Street • Clute, Texas 77531-5601

Phone: 979-265-3622 • Fax: 979-265-9940 • Email: DW-Surveyor.com • Firm # 10024500

CALHOUN COUNTY TEXAS

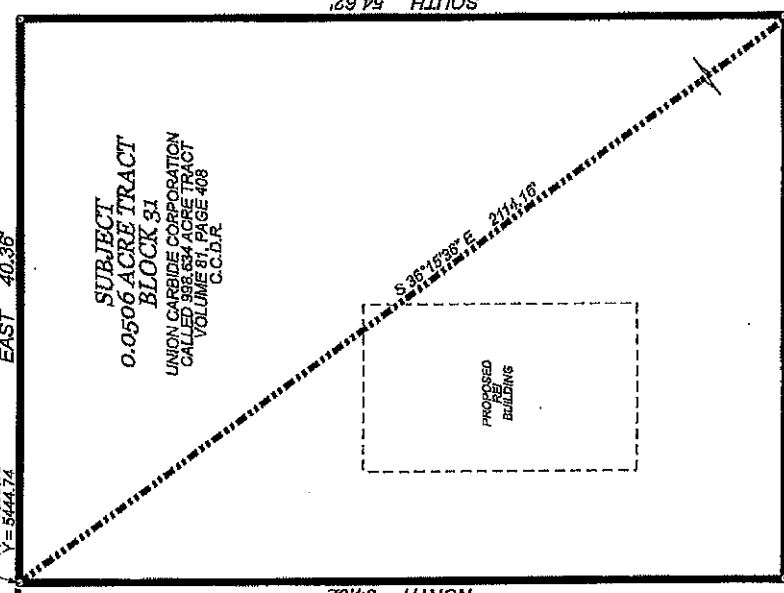
NOTES:

1. ALL COORDINATES AND BEARINGS ARE RELATIVE TO THE 2011 NORTH AMERICAN DATUM. CONTROL MONUMENT "A" IS AT PLANT COORDINATE X = 3149.57 AND Y = 3740.01.
2. DISTANCES ARE HORIZONTAL SURFACE LEVEL LENGTHS. COMBINED SCALE FACTOR = 0.999995.
3. THIS PLAT AND DESCRIPTIONS WERE PREPARED FOR THE PURPOSES OF DESCRIBING THE SUBJECT TAX ABATEMENT TRACT AT THE DIRECTION OF THE CLIENT AND ARE LIMITED ACCORDINGLY.
4. ALL FEATURES SHOWN HEREON WERE EXISTING AND PROPOSED WERE PROVIDED BY THE CLIENT.

BEARING FROM CORNER IN THE SWAMP
NOW LOST NORTHWEST CORNER
OF CALLED 998.634 ACRE TRACT
Y = 3740.01
X = 3149.57

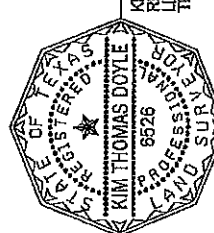
POINT OF BEGINNING
X = 4395.99
Y = 5444.74
N 79° 36' 41" W
2764.50'

EAST 40.36'



PROPOSED
BUILDING

BLOCK 31
UNION CARBIDE CORPORATION
CALLED 998.634 ACRE TRACT
VOLUME 81, PAGE 408
C.C.D.R.



Kim T. Doyle
KIM THOMAS DOYLE
REGISTERED PROFESSIONAL LAND SURVEYOR
LICENSED STATE LAND SURVEYOR
TEXAS REGISTRATION NUMBER 6526

I, KIM THOMAS DOYLE, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE AND FOREGOING PLAT IS AN OFFICE DELINEATION UTILIZING LEGACY FIELD DATA FOR TAX ABATEMENT PURPOSES
DELINEATED: MAY 6, 2022

ENRIQUEZ RENDON LEAGUE ABSTRACT 31

LEGEND

* SCALE ELEMENTS NOT RELIED ON SURVEY

- BOUNDARY MONUMENT
- SETBACK MONUMENT
- SURVEY CORNER
- CONTROLLING MONUMENT
- MON. OF RECORD DIGNITY
- UNMARKED POINT
- SUBJECT TRACT
- REFERENCE LINE
- ADJACENT TRACT
- EXISTING FEATURES
- PROPOSED FEATURES
- C.C.D.R. = CALHOUN COUNTY DEED RECORDS
- C.C.R. = CALHOUN COUNTY PLAT RECORDS
- D.A.L. = DISTANCE ALONG LINE
- I.D. = INSIDE DIAMETER
- R.O.L. = RIGHT OF LINE
- L.O.L. = LEFT OF LINE

SURVEY PLAT OF A

0.0506 ACRE TRACT

BEING A PORTION OF ALL THAT CERTAIN

UNION CARBIDE CORPORATION
CALLED 998.634 ACRE TRACT

AS RECORDED IN

VOLUME 81, PAGE 408

OF THE

CALHOUN COUNTY DEED RECORDS

IN THE

ENRIQUEZ RENDON LEAGUE, ABSTRACT 31
CALHOUN COUNTY, TEXAS.

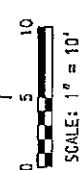
FOR

UNION CARBIDE CORPORATION

SHEET 1 OF 1



Doyle & Wachtstetter, Inc.
Surveying and Mapping GPS/GIS
131 COMMERCE STREET, SUITE 7731
OFFICE 979.265.3622 FAX 979.265.9940
FIRM NO. WD04500
M/A PROJECT NO. 4513226132
SHEET NO. 1 OF 1
KIDAM 3-10-27 REVISION



PLANT MONUMENT
X = 3149.57
Y = 3740.01
X = 3149.57
Y = 3740.01
X = 3149.57
Y = 3740.01

ENRIQUEZ RENDON LEAGUE ABSTRACT 31

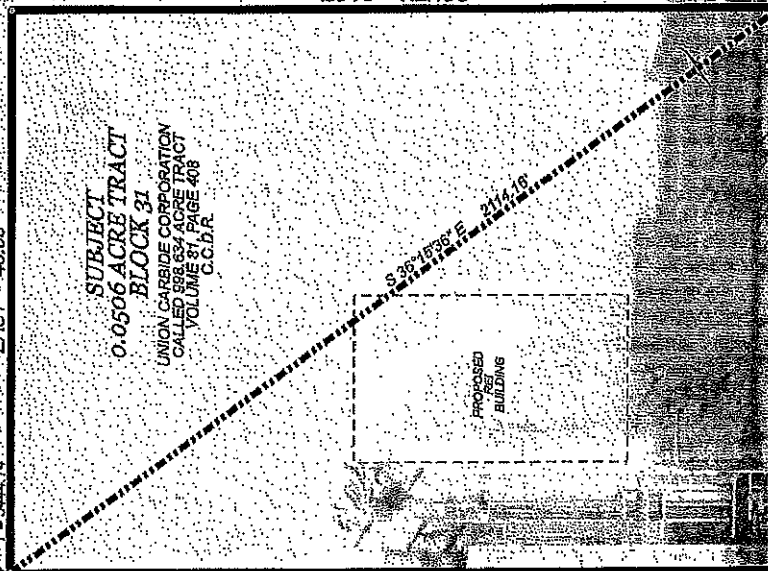
I, KIM THOMAS DOYLE, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE AND FOREGOING PLAT IS AN OFFICE DELINEATION UTILIZING LEGACY FIELD DATA FOR TAX ABATEMENT PURPOSES.
DELINEATED: MAY 6, 2022



Kim T. Doyle
KIM THOMAS DOYLE
REGISTERED PROFESSIONAL LAND SURVEYOR
LICENSED STATE LAND SURVEYOR
TEXAS REGISTRATION NUMBER 6526

- NOTES:
1. ALL COORDINATES AND BEARINGS ARE RELATIVE TO THE DOWNSIDE MONUMENT, SAYING THAT THE COORDINATE X AND Y ARE 54.621.
 2. DISTANCES ARE HORIZONTAL SURFACE LEVEL LENGTHS. CALCULATED SCALE FACTOR = 0.999997.
 3. THIS PLAT AND DESCRIPTION WERE PREPARED FOR THE PURPOSES OF DESCRIBING THE SUBJECT TAX ABATEMENT TRACT AT THE DIRECTION OF THE CLIENT AND ARE LIMITED ACCORDINGLY.
 4. ALL FEATURES SHOWN HEREON EXISTING AND PROPOSED WERE PROVIDED BY THE CLIENT.

POINT OF BEGINNING
X = 4398.99
Y = 5414.74
N 75° 36' 11" W
2764.50'



LEGEND	
●	BOUNDARY MONUMENT
○	SUBJECT TRACT
—	REFERENCE LINE
—	ADJACENT TRACT
—	EXISTING FEATURES
—	PROPOSED FEATURES
—	MON. OF RECORD DIGNITY
—	UNMARKED POINT
C.C.D.R.	CALHOUN COUNTY DEED RECORDS
C.C.O.R.	CALHOUN COUNTY OFFICIAL RECORDS
C.C.P.A.	CALHOUN COUNTY PLAT RECORDS
D.A.L.	DISTANCE ALONG LINE
I.D.	INSIDE DIAMETER
R.O.L.	RIGHT OF LINE
L.O.L.	LEFT OF LINE

SOME FEATURES NOT SHOWN

SURVEY PLAT OF A
0.0506 ACRE TRACT

UNION CARBIDE CORPORATION
CALLED 998.834 ACRE TRACT

RECEIVED A PORTION OF ALL THAT CERTAIN
UNION CARBIDE CORPORATION
CALLED 998.834 ACRE TRACT
WAS RECORDED IN
PLAT BOOK 1, PAGE 408
CALHOUN COUNTY PLAT RECORDS

ENRIQUEZ RENDON LEAGUE ABSTRACT 31
CALHOUN COUNTY, TEXAS

UNION CARBIDE CORPORATION



Doyle & Wachtstetter, Inc.
Surveying and Mapping GPS/GIS
151 CONGRESS STREET SUITE 100
CALHOUN, TEXAS 77840
OFFICE: 979.263.3422 FAX: 979.263.9940
MAIL ROOM: MAIL PROJECT NO. 451325333
SURVEYED: 5/6/22 BY: KTD/MB 5/10/22 REVIEWED: 5/10/22

ENRIQUEZ RENDON LEAGUE ABSTRACT 31
CALHOUN COUNTY, TEXAS



Doyle & Wachtstetter, Inc.

Surveying and Mapping • GPS/GIS • Pipeline Integrity
High Density 3D Laser Scanning • Robotic Imaging HD
Aerial Topographic Surveying • RTK/UAV Imagery

DOW CHEMICAL COMPANY

SEADRIFT BLOCK 31 - 0.3289 ACRE TAX ABATEMENT TRACT

ENRIQUEZ RENDÓN LEAGUE, ABSTRACT 31

SEADRIFT, CALHOUN COUNTY, TEXAS

FIELD NOTE DESCRIPTION OF ALL THAT CERTAIN TRACT OF LAND lying and situated in the Enriquez Rendón League, Abstract 31, Calhoun County, Texas, being a portion of all that certain called 998.634 acre tract of land, described by general warranty deed recorded May 2, 1952 from May A. Stofer, John G. Stofer, Oria A. Eiband and E.G. Eiband to Union Carbide and Carbon Corporation, as recorded in volume 81, page 408 of the Calhoun County Deed Record (C.C.D.R.), said tract herein described being more particularly described by metes and bounds as delineated by Kim T. Doyle, R.P.L.S. 6526 May 8, 2022, using survey terminology which refers to the Dow Seadrift Plat Coordinate System with reference to the Texas State Plane Coordinate System, South Central Zone (NAD83), in which the directions are Plant grid bearings and distances are surface level lengths, all areas shown hereon are surface calculations (Combined Scale Factor = 0.9999651) as follows:

BLOCK 31 - 0.3289 ACRE TRACT

Point of Beginning being an unmarked point at plant coordinate at X = -4135.76 and Y = 5600.86, from which point an old iron pipe with an inside diameter of 1 1/2" and an outside diameter of 2 1/4" (in the stump hole of a concrete monument now lost) found marking the northwest corner of said Union Carbide Corporation called 998.634 acre tract bears North 83°27'12" West a distance of 3002.99 feet (Plant coordinate X = -7119.17 and Y = 5943.24 and Texas State Plane coordinate X = 2681352.77 Y = 13376450.85) and Plant monument "SAT - 4" bears South 27°55'19" East a distance of 2106.04 feet (Plant coordinate X = -3149.57 Y = 3740.00 and Texas State Plane coordinate X = 2685844.16 and Y = 13377112.63)

THENCE with the boundaries of the subject tract the following bearings and distances:

East, a distance of 153.53 feet;

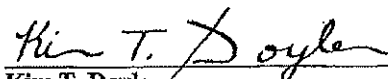
South, a distance of 71.96 feet;

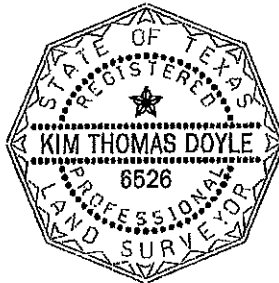
West, a distance of 130.23 feet;

South, a distance of 140.65 feet;

West, a distance of 23.31 feet;

North, a distance of 212.61 feet to the **Point of Beginning** containing 0.3289 acres of land, more or less.


Kim T. Doyle
Registered Professional Land Surveyor
Licensed State Land Surveyor
Texas Registration Number 6526
May 6, 2022



This description is based on an office delineation from legacy field data for Tax Abatement purposes, a plat of which, dated May 6, 2022 is on file in the office of Doyle & Wachtstetter, Inc.

Legal\ Dow\ Seadrift\ 2020 Railroad Assets Survey\ Seadrift\ 2022 Tax Abatement Tracts\ 4513225832 - Dow - Seadrift Tax Abatement - Block 31 0.3289 Acre Tract 220506.docx

131 Commerce Street • Clute, Texas 77531-5601

Phone: 979-265-3622 • Fax: 979-265-9940 • Email: DW-Surveyor.com • Firm # 10024500

CALHOUN COUNTY TEXAS

ENRIQUEZ RENDON LEAGUE ABSTRACT 31

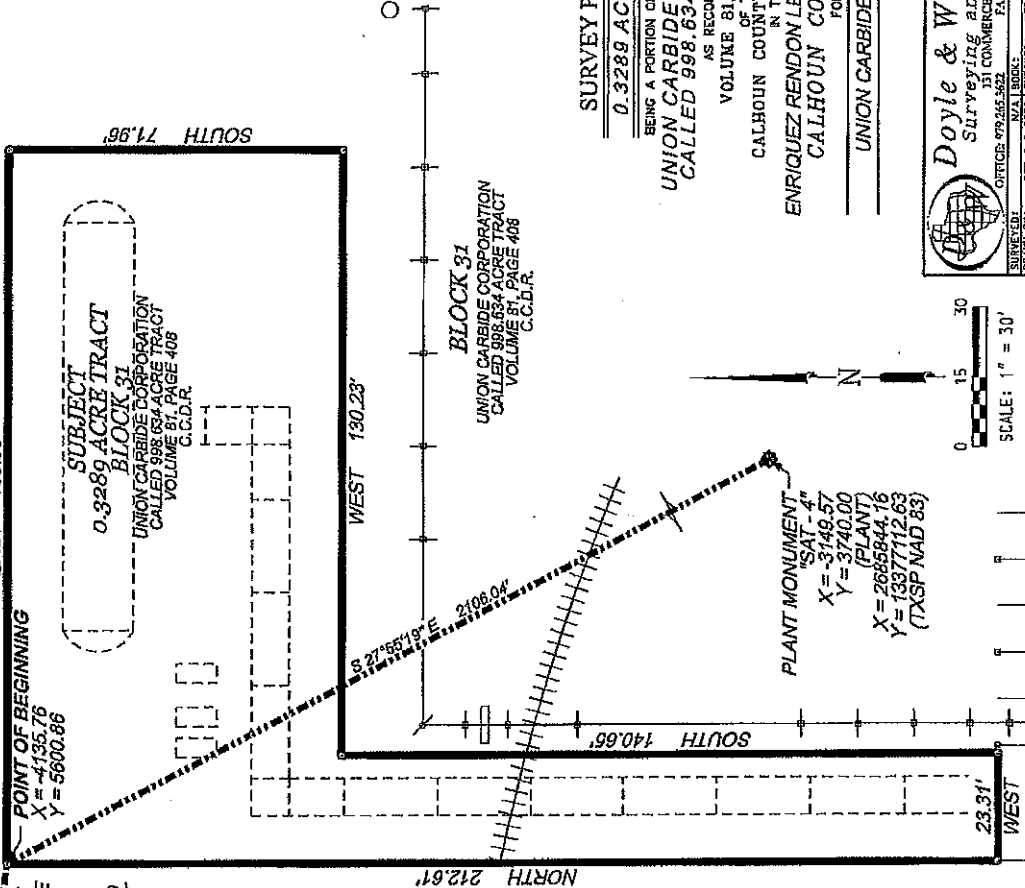
N 83°27'12" W 3022.99'
EXISTING IRON PIPE
(IN THE STUMP HOLE
OF A CONCRETE
MONUMENT NOW
LOST) NORTHWEST
CORNER OF CALLED
998.634 ACRE TRACT
X = -7119.17
Y = 5943.24
(PLANT)
X = 2691352.77
Y = 13376450.85
(TXSP NAD 83)

- NOTES:
1. ALL COORDINATES AND BEARINGS ARE RELATIVE TO THE DOW
UNION CARBIDE CORPORATION PLAT GRID AND FIXED TO PLANT
CONTROL MONUMENT "SAT - 4" AT PLANT COORDINATE X = -3149.57
AND Y = 5800.86.
 2. DISTANCES ARE HORIZONTAL SURFACE LEVEL LENGTHS.
COMBINED SCALE FACTOR = 0.999999999.
 3. THIS PLAT AND DESCRIPTION WERE PREPARED FOR THE
UNION CARBIDE CORPORATION BY KIM THOMAS DOYLE, A LICENSED
REGISTERED PROFESSIONAL LAND SURVEYOR, AT THE DIRECTION OF THE CLIENT AND ARE LIMITED ACCORDINGLY.
 4. ALL FEATURES SHOWN HEREIN EXISTING AND PROPOSED WERE
PROVIDED BY THE CLIENT.

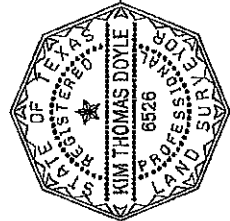
LEGEND

* SOME ELEMENTS MAY NOT BE USED ON SURVEY

●	BOUNDARY MONUMENT	—	SUBJECT TRACT
○	SCREW CAP NAIL (SCAP)	---	REFERENCE LINE
⊙	CONTROLLING MONUMENT	---	ADJACENT TRACT
⊗	MON. OF RECORD DIGNITY	---	EXISTING FEATURES
⊕	UNMARKED POINT	---	PROPOSED FEATURES
			C.C.D.R. = CALHOUN COUNTY DEED RECORDS
			C.C.O.R. = CALHOUN COUNTY OFFICIAL RECORDS
			C.C.P.R. = CALHOUN COUNTY PLAT RECORDS
			D.A.L. = DISTANCE ALONG LINE I.D. = INSIDE DIAMETER
			R.O.L. = RIGHT OF LINE O.D. = OUTSIDE DIAMETER
			L.O.L. = LEFT OF LINE



I, KIM THOMAS DOYLE, REGISTERED PROFESSIONAL LAND SURVEYOR, DO
HEREBY CERTIFY THAT THE ABOVE AND FOREGOING PLAT IS AN OFFICE
DELINEATION UTILIZING LEGACY FIELD DATA FOR TAX ABATEMENT PURPOSES
DELINEATED: MAY 6, 2022



Kim T. Doyle
KIM THOMAS DOYLE
REGISTERED PROFESSIONAL LAND SURVEYOR
LICENSED STATE LAND SURVEYOR
TEXAS REGISTRATION NUMBER 6526

Doyle & Wachtstetter, Inc.
Surveying and Mapping GPS/GIS
1311 COMMERCE STREET, SUITE 7031
DALLAS, TEXAS 75201
OFFICE: 972.255.5622 FAX: 972.255.9749
FIRM NO: 10024500
N.A.I. REG. NO. 651325832
SHEET 1 OF 1

CALHOUN COUNTY TEXAS

ENRIQUEZ RENDON LEAGUE
ABSTRACT 31

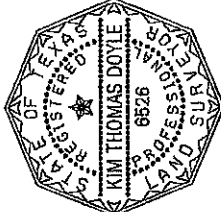
NOTES:
1. ALL COORDINATES AND BEARINGS ARE RELATED TO THE 2011 NAD 83 DATUM. THE CONTROL MONUMENT IS SAT-4 AT PLANT COORDINATES X=3149.57 AND Y=3740.00.
2. DISTANCES ARE HORIZONTAL SURFACE LENGTHS. COMBINED SCALE FACTOR IS 0.99999999.
3. THIS PLAT AND DESCRIPTION WERE PREPARED FOR THE PURPOSES OF DESCRIBING THE SUBJECT TAX ABATEMENT TRACT AT THE DIRECTION OF THE CLIENT AND ARE LIMITED ACCORDINGLY.
4. ALL FEATURES SHOWN WERE EXISTING AND PROPOSED WERE PROVIDED BY THE CLIENT.

LEGEND

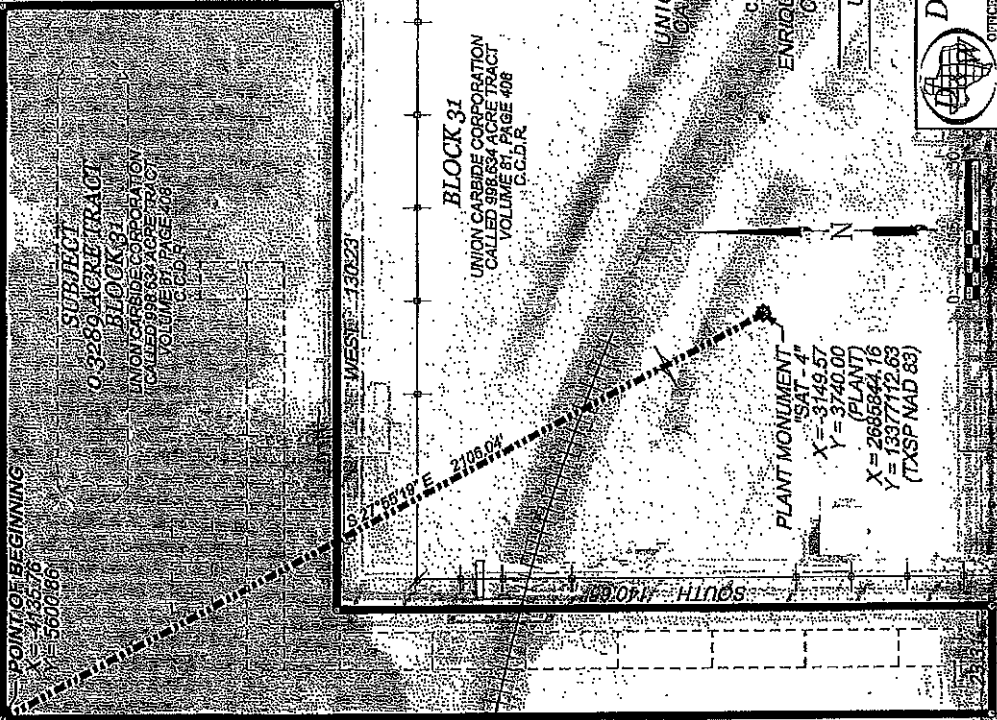
SOME ELEMENTS MAY NOT BE USED ON SURVEY

- BOUNDARY MONUMENT
- SET 1/2" IRON ROD W/ 625# SURVEY CAP W/ D 625#
- ⊙ CONTROLLING MONUMENT
- ⊙ MON. OF RECORD DIGNITY
- ⊙ UNMARKED POINT
- EXISTING FEATURES
- PROPOSED FEATURES
- C.C.D.R. = CALHOUN COUNTY DEED RECORDS
- C.C.D.R. = CALHOUN COUNTY OFFICIAL RECORDS
- C.C.P.R. = CALHOUN COUNTY PLAT RECORDS
- D.A.L. = DISTANCE ALONG LINE
- I.D. = INSIDE DIAMETER
- R.O.L. = RIGHT OF LINE
- L.O.L. = LEFT OF LINE
- O.D. = OUTSIDE DIAMETER

I, KIM THOMAS DOYLE, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE AND FOREGOING PLAT IS AN OFFICE DELINEATION UTILIZING LEGACY FIELD DATA FOR TAX ABATEMENT PURPOSES
DELINEATED: MAY 6, 2022



Kim T. Doyle
KIM THOMAS DOYLE
REGISTERED PROFESSIONAL LAND SURVEYOR
LICENSED STATE LAND SURVEYOR
TEXAS REGISTRATION NUMBER 6526



SURVEY PLAT OF A

0.3289 ACRE TRACT

BEING A PORTION OF ALL THAT CERTAIN

UNION CARBIDE CORPORATION

CALLED 998.634 ACRE TRACT

VOLUME 81, PAGE 406

AS RECORDED IN

CALHOUN COUNTY DEED RECORDS

ENRIQUEZ RENDON LEAGUE, ABSTRACT 31

CALHOUN COUNTY, TEXAS.

FOR

UNION CARBIDE CORPORATION



Doyle & Wachtstetter, Inc.
Surveying and Mapping GPS/GIS
1311 COMMERCE STREET, SUITE 7703
DALLAS, TEXAS 75201
OFFICE 972.365.3622 FAX 972.365.3646
FIRM NO. 0004500
N/A PROJECT NO. 451322532
SHEET 1 OF 1
DRAWN BY: ETO 3-4-2022 CHECKED: ETO/AMB 5-7-22 REVISED:

Attachment B: Appraiser values and RZ Designation

CALHOUN COUNTY APPRAISAL DISTRICT
426 West Main Street * P.O. Box 49
Port Lavaca, Texas 77979
Appraisal: (361) 552-8808
Collections: (361) 552-4560
Fax: (361) 552-4787
Website: www.calhouncad.org



Board of Directors
William Bauer, Vice Chairman
Jessie Rodriguez, Secretary
Vern Lyssy, Board Member
Kevin Hill, Board Member

Chief Appraiser
Jesse W. Hubbell

9/28/2022

I, Jesse W. Hubbell, Chief Appraiser for the Calhoun County Appraisal District, do hereby certify that the 2022 appraised land value for each parcel or tract of land that is located within the account parcel identification number 35743 in the name of Union Carbide Corp, is based upon the total value of the parent parcel of \$2,995,890 or \$3,000 per acre and is as follows:

BLOCK 8, 7.9882 ACRES = \$23,970 (Upstream Unit Expansion)

BLOCK 11, 6.3912 ACRES = \$19,170 (New Alkoxylation)

BLOCK 17, .5076 ACRES = \$1,520 (Railcar Loading Expansion)

BLOCK 31, .3289 ACRES = \$990 (Storage Expansion)

BLOCK 31, .0506 ACRES = \$150 (Storage Expansion)

A handwritten signature of Jesse W. Hubbell in cursive script, written over a horizontal line.
Jesse W. Hubbell, Chief Appraiser

Reinvestment Zone Designation:

Property ID	GEO ID	Owner Name	Legal Description	Acreage
35743	A0031-00000-0005-00	Union Carbide Corporation	A0031 ENRIQUES RENDON, TRACT PT 2, ACRES 998.63	998.630
Total				998.630



08

8. Consider and take necessary action to approve the Tax Abatement Agreement between The Dow Chemical Company and Calhoun County, Texas. The property owner and applicant is: The Dow Chemical Company. RZ: The Dow Chemical Company Reinvestment Zone #2. General description of the project: construction of four (4) advanced nuclear small modular reactors (SMRS) and other related improvements. Estimated cost: \$650,000,000.00. (RHM)

Anne Marie Odefey explained agreement.

RESULT: APPROVED [UNANIMOUS]

MOVER: Gary Reese, Commissioner Pct 4

SECONDER: Joel Behrens, Commissioner Pct 3

AYES: Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

TAX ABATEMENT AGREEMENT

between

CALHOUN COUNTY, TEXAS

and

**THE DOW CHEMICAL COMPANY
(\$650,000,000.00)**

**MAY 10, 2023
BEGINNING JANUARY 1, 2026
TENTATIVELY (SUBJECT TO CHANGE)**

RESOLUTION APPROVING TAX ABATEMENT AGREEMENT

WHEREAS, on **May 10, 2023**, **Union Carbide Corporation**, a wholly owned subsidiary of **Dow, Inc.** (hereafter "**Dow**") obtained designation of the **Dow Chemical Company Reinvestment Zone #2**, consisting of certain properties situated in an unincorporated area of Calhoun County, Texas; and

WHEREAS, by Application dated March 16, 2023, **Dow** applied for a Tax Abatement Agreement for construction of four (4) advanced nuclear small modular reactors (SMRS); ; various site infrastructure improvements including site electrical distribution upgrades and additional piping configurations, valued at an estimated \$650,000,000.00 that is located in the unincorporated area of Calhoun County in the **Dow Chemical Company Reinvestment Zone #2**; and

WHEREAS, prior to adopting this Resolution, the Commissioners Court of Calhoun County, Texas held a public hearing on May 10, 2023, at which interested persons were permitted to speak and present written material for or against the approval of the **Dow Chemical Company Reinvestment Zone #2**; and

WHEREAS, the Commissioners Court of Calhoun County, Texas, after notice as required by law, has in open meeting discussed the issue of whether to enter into a Tax Abatement Agreement with Dow, and being of the opinion that the Application for Tax Abatement Agreement by Dow for its construction should be approved, the Commissioners Court, upon motion and second, adopts the following resolutions:

BE IT RESOLVED:

1. That the Commissioners Court of Calhoun County, Texas hereby finds that the terms of the proposed Tax Abatement Agreement for Union Carbide Corporation, a wholly owned

subsidiary of Dow, Inc.'s construction of four (4) advanced nuclear small modular reactors (SMRS); various site infrastructure improvements including site electrical distribution upgrades and additional piping configurations and the property subject to the Agreement satisfy eligibility criteria and other requirements of the Guidelines and Criteria for Tax Abatement heretofore adopted by the Commissioners Court on March 9, 2022.

2. The Commissioners Court of Calhoun County, Texas finds that there will be no substantial adverse effect on the provision of the County's services or tax base.

3. The Commissioners Court of Calhoun County, Texas finds that due to the substantial amount of the expenditures and jobs to be retained by this project, Dow should be granted a variance from the guidelines as to the percentage and number of years of abatement.

4. The Commissioners Court of Calhoun County, Texas reaffirms Dow's Application for Tax Abatement Agreement dated March 16, 2023, and approves the Tax Abatement dated May 10, 2023, subject to the following terms, covenants and conditions contained in the attached Tax Abatement Agreement.

5. Based upon the foregoing findings, the Commissioners Court of Calhoun County, Texas hereby approves and authorizes the execution of the Tax Abatement Agreement between the Commissioners Court of Calhoun County, Texas and Dow a copy of which is attached to this Resolution, incorporated by reference, and made a part hereof for any and all purposes.

PASSED, ADOPTED AND APPROVED, by a vote of _____ for and _____ against on this the 10th day of May, 2023.

COMMISSIONERS COURT OF
CALHOUN COUNTY, TEXAS

By: _____
Richard Meyer, County Judge

ATTEST:

Anna Goodman, County Clerk

By: _____, Deputy

TAX ABATEMENT AGREEMENT

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

THIS AGREEMENT (hereinafter Agreement) is between Calhoun County, Texas, (hereinafter County), a political subdivision of the State of Texas, acting by and through its duly elected Commissioners Court (hereinafter Commissioners), and The Dow Chemical Company (“Dow”), which is a wholly-owned direct subsidiary of Dow, Inc., a Delaware Corporation with a certificate of authority to do business in Texas, with a place of business in Calhoun County, Texas (hereinafter “Dow”).

1. **Application/Specific Improvements Required.** Dow has filed with the County an Application for Tax Abatement. The Application was dated March 16, 2023. A copy of the Application is attached hereto, marked Exhibit “1,” and made a part hereof for any and all purposes.

1.1 **Specific Improvements Required.** The County hereby approves the Application for Tax Abatement Agreement expressly upon the condition that Dow will make the specific improvements described in its Application. All of the proposed eligible improvements are to be located in the Dow Chemical Company Reinvestment Zone #2.

1.2 **Agreement Governed by Guidelines.** Unless otherwise stated, this Agreement for Tax Abatement is made and entered into pursuant to and is governed by the Guidelines and Criteria of the Commissioners Court of Calhoun County, Texas for Granting Tax Abatement in Reinvestment Zones created in Calhoun County, Texas adopted March 9, 2022 (hereinafter

“Guidelines”) except as varied by the specific provisions of this Agreement and by the Commissioners’ enabling resolution. The Guidelines are hereby incorporated by reference and made a part hereof for any and all purposes. Subject to any variances contained in this Agreement, the 2022 Guidelines govern this Agreement. This Agreement is further subject to the following terms, covenants and conditions.

1.3 **Property Eligible for Tax Abatement.** The County agrees to exempt from taxation:

1.3.1 the percentages of value of the real property in each year covered by this Agreement only to the extent its value for that year exceeds its value for the year in which this Agreement is executed; and,

1.3.2 the value of eligible tangible personal property described in the Application located on real property in the Reinvestment Zone in each year covered by this Agreement other than tangible personal property that was located in the Reinvestment Zone at any time before the execution of this Agreement with the County.

This provision shall not affect the eligibility for tax abatement of other improvements in the Reinvestment Zone as authorized by any prior Agreements with the County. Tangible personal property that is not eligible for abatement is described in Section 2(f) of the Guidelines and Criteria.

2. **Kind, Number and Location of Improvements.** The kind, number and location of all proposed improvements of the property subject to this Agreement are as contained in the Application. (See Exhibit “1”)

3. **Inspection of Premises.** Dow hereby expressly agrees to provide access to and authorize inspection of its property by County officials, employees, and/or their designees to insure that the improvements described in the Application are made according to the specifications and conditions stated in the Application and this Agreement, and that Dow is complying with the Agreement.

4. **Limitation of Use.** Dow shall not make any use of the property that is inconsistent with the general purpose of encouraging development or redevelopment of the Reinvestment Zone during the period that the property tax exemptions are in effect.

5. **Right of Recapture.** The County shall be entitled to recapture all property tax revenue lost as a result of this Agreement, if Dow fails to make the improvements as provided by this Agreement, and the Application attached hereto, or in the event of other specified defaults, after notice and failure to cure, all as more particularly provided in paragraph 13 of this Agreement.

6. **Cost of Project/Number of Jobs.**

(a) The **estimated** cost of the project (net of any federal incentives) as described in the Application is \$650,000,000.00.

(b) It is **estimated** that 30 full time new jobs will be created as a result of constructing the facilities.

(c) Substantial compliance with these estimates will be acceptable. Substantial compliance means within 80% of any authorized estimate.

7. **Percent of Exemption.** Pursuant to the resolution approving this agreement, Dow is granted a variance from the County's guidelines as to the percent and number of years of the

abatement. As such, the percent of exemption to be abated for each year* of the abatement period is one hundred percent (100%) for ten (10) years beginning on January 1st of the Base Year/Start Date (defined below). (*Actual years of the abatement will be dependent on factors described in number 8 below.

8. **Base year Value/Start Date of Abatement.** The Parties have agreed that there is uncertainty relating to the issuance of a permit for this improvement, the timing to receive the equipment onsite and the date of the beginning of construction. As such, the Parties have agreed that the Base Year and Start Date of this Agreement shall be based on (1) the issuance of a permit to build the improvements by the Nuclear Regulatory Commission and (2) the date construction begins. "Construction begins" is defined as the date on which activities that include excavation, foundation work, or the installation of building components begin, but excluding activities such as site preparation, design, work or the procurement of materials. Dow shall notify the County when Construction Begins. Depending on the date when Construction Begins, the Base Year and Start Date for the abatement shall be determined. If the date Construction Begins is on or before July 1st of any year, the Base Year and Start Date for the abatement shall be the January 1st of the year following the date when Construction Begins. If the date Construction Begins is after July 1st of any year, the Base Year and Start Date shall be January 1st of the second year after the date when Construction Begins. For example, if Construction Begins on May 1, 2026, the Base Year and Start Date of abatement shall be on January 1, 2027; however if Construction Begins on November 1, 2026, the Base Year and Start Date of abatement shall be on January 1, 2028.

9. **Payment in lieu of taxes (PILOT).** Upon the County's approval of this tax abatement and for other good and valuable consideration, the receipt of which is hereby acknowledged, Dow shall pay to County the sums shown below under the following schedule:

- a. \$2,000,000.00 on January 2nd of the Base Year.
- b. \$2,000,000.00 on January 2nd one year after the Base Year.

10. **Duration.** The duration of the abatement term shall be ten years commencing within the Base Year for ten (10) years.

11. **Commencement and Termination Dates.** The effective date of this Tax Abatement Agreement shall be determined by the rationale of number 8 above.. The abatement granted in this Agreement shall apply to all eligible improvements described in the Application (Exhibit "1") and placed in the Reinvestment Zone after the effective date. Taxes will be abated on eligible property for ten consecutive tax years commencing on January 1st of the Base Year. Property otherwise eligible for tax abatement under this Agreement shall be eligible for abatement only if the property is placed or constructed in the Reinvestment Zone after the effective date of this Agreement, but on or before the expiration of the abatement granted herein.

12. **Description of Project/Economic Life.** The facilities designated in the Application are part of Dow's strategic plan to decarbonized its operations and includes the construction of four (4) advanced nuclear small reactors (SMRS); various site infrastructure improvements including site electrical distribution upgrades and additional piping configurations at its Calhoun County Plant and specifically are identified as shown in Exhibit "1" with an economic life of at least 20 years after completion. The nature of the construction is more completely described in the Application. Any part of the improvements described in the Application constructed prior to

the effective date of this Agreement shall not be eligible for abatement but may be counted in determining the value of the project. Completion of construction is **estimated** to be completed by 2030. A complete property description is contained in the Application.

13. **Default, Notice, Cure, Termination, etc.** Should the County determine that Dow is in default in the performance of any of the terms or conditions of this Agreement, the County shall notify Dow in writing at the address stated in this Agreement, and if such default is not cured within 60 days from the date of written notice, or within an approved extended curative time as authorized by paragraph 7(a) of the County's Guidelines, this Agreement may be terminated by the Commissioners for cause.

13.1. **Events of Default.** The following shall be considered events of default, should Dow:

13.1.1. Allow any of its ad valorem taxes owed to the County to become delinquent without timely and proper protest and/or contest; or

13.1.2. Violate any of the terms and conditions of this or any other Abatement Agreement with the County or with any other taxing jurisdiction that has granted Dow tax abatement for any project that the County has also granted tax abatement; or

13.1.3. Discontinue producing the product or service described in the Application for any reason excepting fire, explosion or other casualty or accident or natural disaster, for a period of one year during the abatement period after the facility is completed and begins producing the product or service; or

13.1.4. Violate any written term, covenant, condition, agreement, or promise of gift or donation made by Dow to the County, although such may be extraneous to this Agreement, and even though same may be otherwise unenforceable; or

13.1.5. Make any material misrepresentation or omit any material fact either in the Application or in this Tax Abatement Agreement. (Material misrepresentation or omission of a material fact means a false statement or omission about a material matter which induced the Commissioners Court to take any specific action on the Application for Tax Abatement, and without such misrepresentation, the Commissioners would not have granted this Tax Abatement Agreement, or would have taken some action different than they actually did.)

13.2. **Termination Retroactive.** Termination of the Tax Abatement Agreement for cause shall be retroactive to the effective date of this Agreement. Termination shall be effected by resolution of the Commissioners and written notice of termination shall be mailed to Dow.

13.3 **Limitation on Value; Reduction for Closure, Curtailment, etc. of Existing Facilities.** During the abatement period, if Dow should permanently cease production, or abandon use of any facility in the Dow Chemical Company Reinvestment Zone #2, for the then remaining term of the Tax Abatement Agreement, the eligible value for abatement allowed in this Tax Abatement Agreement percentage abated shall be reduced. The reduction shall be calculated by dividing the amount of existing property value owned by the Taxpayer that is reduced or deleted

from the tax roll by the value of this project (as determined from its last year of full production) and multiplying by 100 which shall determine the reduction of the percentage of abatement. Depreciation, agreed to by the Chief Appraiser, or Appraisal Review Board, shall not be construed as a reduction or deletion of value for purposes of this limitation.

Example: Value of Unit X that is permanently taken out of service is \$50,000,000.00

The Abatement percentage would be reduced as follows:

\$50,000,000.00 divided by \$120,000,000 = 41.6%. As such, from then forward the amount of abated property shall be 59.4% instead of 100%

13.4. **Nonwaiver.** In the event the County fails to act on or enforce any element or breach that is identified as a default, such failure to act shall not be a waiver of the County's right to subsequently enforce the same default or any other prior or subsequent default.

13.5. **Recapture of Taxes.** On termination for cause, Dow shall then become liable for the payment of all taxes that would have otherwise become due but for this Abatement Agreement for all calendar years during which the Abatement Agreement was in effect. Such taxes shall be paid to the Calhoun County Appraisal District to the credit of the County within 60 days from the date of receipt of notice of termination. All such taxes shall include statutory penalty and interest from the date they would otherwise have become delinquent, as if they had not been abated, until the date they are actually paid.

13.6. **Administration and Enforcement.** The administration and enforcement of this Agreement shall be in accordance with the terms contained herein and the Guidelines as adopted by the Commissioners on March 9, 2022. In the event of any conflict in the terms of this

Agreement and the Guidelines adopted by the Commissioners, the provisions of this Agreement shall prevail, unless prohibited by law, then the Guidelines adopted by the Commissioners and their provisions shall prevail.

13.7. **Assignment**. This Agreement may be assigned either in whole or part to any entity that is controlled by Dow Inc., or one of its subsidiaries without the express written consent of County which would not be unreasonably withheld. This Agreement may be assigned to a new owner of the same facility upon the approval by resolution of the Commissioners Court of Calhoun County, subject to the financial capacity of the assignee and provided that all conditions and obligations in this agreement are guaranteed by the execution of a new contractual agreement with the County. Approval shall not be unreasonably withheld.

14. **Type of Legal Entity**. Dow represents to the County that it is a corporation, duly organized, validly existing, incorporated under the laws of the State of Delaware, and in good standing. Dow further represents it is duly qualified and in good standing under the laws of the State of Texas and has all requisite power and authority to own and operate properties and to carry on its business as now being or intended to be conducted. The name and address of the registered agent for service in Texas is:

The Dow Chemical Company
2211 H.H. Dow Way
Midland, MI 48674

Dow shall notify the County within 60 days of any change in the registered agent or status of the corporation.

15. **Notices.** Any notices required to be given hereunder, shall be given in writing as follows:

(a) County:
County Judge
Calhoun County Courthouse
211 S. Ann
Port Lavaca, Texas 77979

(b) The Dow Chemical Company:
Dow Tax Department
Marcelo Vieira, Tax Director
TXINN APB, 332 State Highway 332 E.
Lake Jackson, Texas 77566

16. **Reimbursement for Fees and Expenses.** Within 30 days from receipt of written notice, Dow will reimburse the County for any expenses, directly or indirectly incurred by the County for processing and approving the Application for Tax Abatement, preparation and presentation of this Tax Abatement Agreement, and any other expenses reasonably incurred by the County in any way related thereto, including all expenses that may be incurred in enforcing or defending any term, covenant or condition contained in this Agreement.

17. **Indemnity.** Dow hereby agrees to hold harmless and indemnify the County, each of its elected officials, all of its servants, agents and employees, and any designee (a person or legal entity designated to perform any function required under the County's Guidelines, or under the Tax Abatement Application, or by the terms of this Tax Abatement Agreement) and the Calhoun County Appraisal District, its officers, directors, servants, agents and employees for the amounts of any and all liabilities, claims, costs, judgments, penalties, interest, court costs and attorney fees incurred by the County, each of its elected officials, all of its servants, agents and employees, or

any designee, and the Calhoun County Appraisal District, its officers, directors, servants, agents and employees in defense of any claims occurring out of or in any way incident to processing the Application, or any other claim arising out of or incident to the terms, covenants and conditions contained in this Tax Abatement Agreement, or arising out of or in connection with the Reinvestment Zone, or the project subject to abatement.

18. **Incontestability**. At the option of the County, this Agreement may be terminated, and all taxes that would have otherwise been due but for this Abatement Agreement will become due and payable within 60 days from date of written notice of the amounts due and owing, including penalty and interest as provided in paragraph 13.5 of this Agreement if any of the following events occur:

(a) If Dow should contest any term, covenant or condition contained in this Agreement, or attempt to prevent or negate the enforceability of any of such terms, covenants or conditions; or

(b) If any third party, firm, corporation or other legal entity should contest any term, covenant or condition contained in this Agreement, and prevent or negate the enforceability of any of such terms, covenants or conditions by final judgment in a court of competent jurisdiction; or

(c) If any governmental agency should contest any term, covenant or condition contained in this Agreement, and either by enforceable regulatory order, or by final judgment of a court of competent jurisdiction prevent or negate the enforceability of any of such terms, covenants or conditions.

19. **Assurances and Special Conditions**. The County and Dow agree that the following assurances, promises and conditions are made by Dow expressly to induce the County to grant this

Tax Abatement Agreement and that without such assurances, promises and conditions the County would not have granted this Tax Abatement Agreement. Dow hereby expressly makes and agrees to be bound by the following representations, assurances, promises and conditions:

19.1. **Accuracy of Information.** That all information contained in Dow's Application and furnished to the County for incorporation in this Tax Abatement Agreement is true, complete and correct.

19.2. **Authority to Sign.** That the person who signed the Application for Tax Abatement Agreement on behalf of Dow has unrestricted authority to execute the Application, to execute this contract document on behalf of Dow, and to obligate Dow to all the terms, covenants and conditions contained in this Tax Abatement Agreement. By acceptance of any of the benefits provided hereunder, Dow has authorized and ratified the execution and delivery of this Agreement and represents that it is enforceable against Dow in accordance with the terms of this Agreement.

19.3. **Commencement of Construction.** Other than preliminary matters, that construction will not commence on any of the eligible improvements until after this Tax Abatement Agreement is executed by the County.

19.4. **Permits.** That the project described in the Application, and this Tax Abatement Agreement will not be constructed without first obtaining all necessary local, state and federal environmental and construction permits, and that Dow will abide by all conditions of the permits, laws and ordinances, rules and regulations governing the construction and operation of the project throughout its economic life.

19.5. **All Conditions to be Performed.** That Dow will abide by all conditions of this Tax Abatement Agreement and the Guidelines adopted by the Commissioners applicable to this Agreement.

19.6. **Public Health and Safety.** That the planned use of the property will not constitute a hazard to public health or safety throughout the economic life of the project.

19.7. **Required to Make Specific Improvements.** That Dow will make the specific improvements to the property as described in its Application. (See Exhibit "1")

19.8. **Estimates/Strict Compliance.** Estimates of the cost and value (net of federal incentives) of the project and the number of jobs retained or created as a result of the project represent Dow's best effort to accurately approximate the project parameters at the time of this approval and the parties agree that those that are within 80% of the estimated cost, estimated value and number of jobs may be construed to be substantial compliance. Unless estimates are expressly authorized, strict compliance is not required.

20. **Information to Determine Compliance.** Dow covenants and agrees to provide within a reasonable time, not to exceed 30 days after written request, such information as may be required by the County or its designee, in order to determine compliance on Dow's part of the terms of this Tax Abatement Agreement.

21. **Value of Project After Abatement.** Dow contracts and agrees the value of the eligible property that is being abated will be a minimum of \$520,000,000 plus the \$111,260 base value as certified by County's Chief Appraiser, as of 1/1/2022 for the (4) four advanced nuclear small modular reactor (SMRS), various site infrastructure improvements including site electrical

distribution upgrades and additional piping configurations. As such, Dow agrees to pay ad valorem taxes on the eligible property for tax year following the tenth year of the abatement period based on a minimum value of \$ 520,000,000. If the value is greater than \$ 520,000,000, Dow has all rights to contest the value of the advanced nuclear small modular reactor (SMRS), various site infrastructure improvements including site electrical distribution upgrades and additional piping configurations.

22. **Contract Terms and Conditions Survive Abatement Period.** Unless sooner terminated under other provisions hereunder, all other rights, duties and obligations contained in this Agreement shall continue in full force and effect until all taxes levied in each of the ten years in which an exemption applied under this Agreement are fully paid by Dow, and all other covenants and conditions have been fulfilled. Provided, however, that no extension of the abatement period shall occur as a result of this Agreement beyond a ten year period, it being the intent of the parties that ten years is the limit of abatement granted.

23. **Amendment.** The County and Dow agree that this agreement may be amended by mutual consent to modify the projects and investment contemplated in this Agreement due to changed market conditions and technical specifications.

23. **Miscellaneous.** The following additional provisions are included and are made express conditions of this Tax Abatement Agreement in order to carry out the intent and purposes of the County's Guidelines, or to address any special problems or needs arising out of the uniqueness of the project, the Application, or Dow:

23.1. **Agreement Survives Reinvestment Zone.** It is specifically understood and agreed that the designation of the Reinvestment Zone in which the eligible property described in this Tax

Abatement Agreement is located is valid for a period of five years from May 10, 2023, unless subsequently extended. The fact that the designation of the Reinvestment Zone may expire before this Agreement terminates shall not effect the terms and conditions of this Agreement.

23.2. **Payment of Taxes.** During the term of this Agreement, Dow's taxes shall be payable as follows:

23.2.1. The value of any ineligible property as described in Section 2(g) of the County's Guidelines adopted on March 9, 2022 shall be fully taxable.

23.2.2. The base year value of existing property not otherwise eligible for tax abatement as determined each year shall be fully taxable; and

23.2.3. The additional value of new eligible property in the Reinvestment Zone shall be taxable subject to the exemptions provided in paragraph 7 above.

23.3. **Conflicts of Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws rule.

23.4. **Severability.** At the option of the County, the invalidity of any one or more covenants, phrases, clauses, sentences, paragraphs or sections of this Agreement shall not affect the remaining portions of this Agreement or any part hereof, and in case of any such invalidity, this Agreement may be construed as if such invalid covenants, phrases, clauses, sentences, paragraphs or sections were not included.

23.5. **Subtitles.** The use of subtitles in this Agreement is strictly for convenience, and shall have no legal significance whatsoever. The use of the singular shall include the plural when appropriate. The use of any reference to gender shall include any and all other genders when appropriate.

23.6. **Place of Performance.** This Agreement, in its entirety, shall be performable in Calhoun County, Texas. As part of the consideration for entering into this Agreement, both County and Dow agree that any litigation to construe or enforce the terms and conditions of this Agreement shall be brought in the State Courts of Calhoun County, Texas.

23.7. **Acceptance by Dow.** By acceptance of this Agreement and/or any benefits conferred hereunder, Dow represents that its undersigned agent has complete and unrestricted authority to enter into this Tax Abatement Agreement and to obligate and bind Dow to all of the terms, covenants and conditions contained in this Agreement. Dow agrees to be bound by all assurances and commitments contained in the Application dated November 18, 2022, the Guidelines and Criteria as applicable, and the specific terms, covenants and conditions contained in this Tax Abatement Agreement.

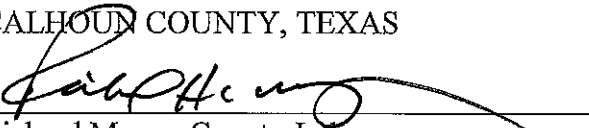
23.8. **Approval by Commissioners.** This Agreement, in its entirety, including authority to execute it in this form, has been approved by the Commissioners, in a regular meeting of the Commissioners, after due notice as required by law, and pursuant to Resolution duly adopted by the Commissioners by at least a three-fourths vote of the entire Commissioners Court.

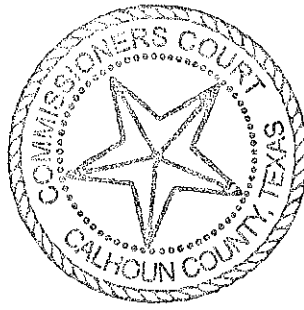
23.9. **Binding Effect.** This Agreement, in its entirety, shall be binding upon all the parties hereto, their respective successors and/or assigns.

EXECUTED IN MULTIPLE ORIGINALS on the 10th day of May, 2023.

COUNTY:

COMMISSIONERS COURT
CALHOUN COUNTY, TEXAS


Richard Meyer, County Judge



ATTEST:

Anna Goodman, County Clerk

Kadue Smith

By: _____, Deputy

THE DOW CHEMICAL COMPANY

Marcelo Lima Vieira

By: MARCELO LIMA VIEIRA



March 16, 2023

Mr. Richard Meyer, County Judge
Calhoun County Texas
211 S. Ann St. Ste. 301
Port Lavaca, TX. 77979

Dear Judge Meyer:

Please find the attached Chapter 312 application in Calhoun County's jurisdiction on behalf of The Dow Chemical Company. We are confident that with the support from Calhoun County through a tax abatement agreement, that it will prove to be a valuable incentive and entice the proposed \$650,000,000 investment to Seadrift.

We are submitting this application well in advance of any construction and we ask, per the guidelines, that the beginning of the abatement period be deferred to January 1, 2029. I welcome any questions that you may have and thank you for your continued support of The Dow Chemical Company.

Sincerely,

A handwritten signature in cursive script that reads "Jamie M. Snead".

Jamie M. Snead
Tax Director
TXINN APB
332 State Highway 332 E.
Lake Jackson, TX 77566
(989) 638-9137

**THE DOW CHEMICAL COMPANY
APPLICATION FOR TAX ABATEMENT IN
CALHOUN COUNTY, TX**

Section 1: Project Description

- (1) Proposed improvements and general description of modernization, expansion or new improvements to be undertaken: The proposed project of The Dow Chemical Company (TDCC, a subsidiary of Dow Inc.) includes construction of four (4) advanced nuclear small modular reactors (SMRs) to be built at the Union Carbide Corporation (UCC, a subsidiary of Dow Inc.) site in Seadrift, Calhoun County, Texas. Various site infrastructure improvements would also be required to facilitate this new facility, including site electrical distribution upgrades and additional piping configurations.

This project is a part of Dow's strategic plan to decarbonize its operations. The four (4) advanced SMRs will be capable of providing high temperature steam and electricity for the site. The proposed improvements and fixed equipment for which an abatement agreement is requested include process equipment, heat exchangers, pumps, motors, turbines, generators, storage tanks, purification equipment, pipe racks and instrumentation.

This project would also include any other necessary equipment and structures to construct and operate the facility.

- (2) Current and proposed uses of the property encouraging development or redevelopment of the reinvestment zone during the period that the property tax exemptions are in effect: The proposed project site is currently vacant agricultural land, adjacent to the UCC site in Seadrift. The proposed use of the property, as described above, is a part of Dow's strategic plan to decarbonize its global operations.

Section 2: Location

- (3) Please refer to Attachment A for surveying and mapping attachments including the legal description of the property, which includes a map showing the locations of existing and proposed improvements.

Section 3: Investment and Job Impact

- (4) Estimated project values: The total project value is estimated to be \$650,000,000. The Base year appraised market value of land is \$746,160 and ag. value is \$111,260. The base year value of existing improvements is \$0. See Attachment B for Appraiser values and ReInvestment Zone designation certifying the existing land values.
- (5) Estimated number of jobs that will be created or retained by the modernization, expansion, or new improvements: Thirty (30) new jobs will be created at the project site as a result of this project. The new jobs created at the site include plant management, operations, production and maintenance, engineering, security and administration positions. There is potential for additional jobs to be created in future phases of the project, which may increase to 90 positions. Additionally, approximately 1,000 to 1,800 construction jobs may be created during peak construction periods.

Section 4: Timeline

- (6) Estimated timing: Project construction and spending is estimated to begin in July 2025. The estimated value of new improvements is \$650,000,000 which will occur over the term of the anticipated construction period. Physical construction is estimated to be complete in November 2028, followed by a six (6) month testing period before the project would be considered commercially operational, which could occur by May 2029.

Section 5: Estimated Values

- (7) The estimated property value subject to abatement on January 1 immediately following the end of the 10-year abatement period is \$540,000,000.

Section 6: Variance Request

- (8) A variance from the Calhoun County Chapter 312 Guidelines and Criteria is requested.
 - a. As the project construction is estimated to begin July 2025, with a completion date in November 2028, Dow respectfully requests a variance to accommodate the start date of the abatement as January 1, 2029 in order to align with the anticipated project timeline.
 - b. In light of the scale of the proposed project and economic impact of the investment, Dow respectfully requests a ten (10) year, one hundred percent (100%) property tax abatement in the Reinvestment Zone with a negotiated payment-in-lieu of tax.

Section 7: Additional Information and Assurances

- (9) Applicant information: The legal entity making this application is The Dow Chemical Company, a Delaware Corporation. The registered agent address is:

2211 H.H. Dow Way
Midland, MI 48674

The Dow Chemical Company recognizes the commitment to notify Calhoun County within sixty (60) days of any change of the registered agent or status of the corporation.

Financial information of the applicant is available at:
<https://investors.dow.com/en/investors/default.aspx>

Local and corporate company representative/contact: Jamie Snead, Tax Director
Company contact address: TXINN APB, 332 State Highway 332 E., Lake Jackson, TX 77566

- (10) Application assurances:

- (a) All the information contained in the application is true and correct.
- (b) The person signing the application on behalf of the Taxpayer/Applicant has unrestricted authority to execute the application and the contract documents on behalf of the Taxpayer/Applicant and has the unrestricted authority to obligate the Taxpayer/Applicant to all the terms, covenants and conditions that will be contained in the agreement.

- (c) Construction will not commence on any of the eligible improvements until an agreement has been executed with the designating authority, whether the designating authority is the County, or a municipality.
 - (d) The project will not be constructed without first obtaining all necessary local, state, and federal environmental and construction permits, and that the Taxpayer/Applicant will abide by all conditions of the permits, laws and ordinances, rules and regulations governing the operation of the project throughout its economic life.
 - (e) The Taxpayer/Applicant will abide by all conditions of the agreement and the Guidelines and Criteria adopted by the Commissioners' Court applicable to the agreement.
 - (f) The planned use of the property will not constitute a hazard to public health or safety throughout the economic life of the project.
 - (g) The Taxpayer/Applicant will make the specific improvements to the property as described in its application.
 - (h) Although estimates of the cost of the project and the number of jobs retained or created as a result of the project that are within 85% of actual cost and/or number of jobs may be construed to be substantial compliance, the actual total cost of the project and actual number of jobs retained or created shall not be less than the minimum amounts required in the County's Guidelines required to qualify for tax abatement as a business incentive.
 - (i) The Taxpayer/Applicant waives all rights of confidentiality with regards to contents of its application for tax abatement as a business incentive otherwise granted under TEX TAX CODE ANN. §312 .003.
 - (j) The Taxpayer/Applicant shall agree to reimburse the County for all legal fees and any other expenses that the County incurs in establishing eligibility for granting business incentives and for reviewing, processing, and acting on its application. Further, the Taxpayer/Applicant shall agree to pay for the costs of an economic impact assessment if the County requires one in connection with its application for business incentives. In the event the County determines an economic impact assessment is required, the Taxpayer/Applicant shall be given notice and the opportunity to withdraw its application prior to commencement of the economic impact assessment, if the Taxpayer/Applicant is unwilling to pay the total cost of the economic impact assessment. In its' application, the Taxpayer/Applicant shall agree to pay for all fees and expenses incurred by the County in establishing eligibility to grant business incentives and processing the application, even though the Commissioners' Court ultimately denies the application.
- (11) Completed Application: Upon receipt of a completed application, the Commissioners' Court shall mail written notice to the presiding officer of the governing body of each taxing unit that includes in its boundaries real property that is included in the application. Such notice shall be mailed at least seven (7) days before the Commissioners' Court takes any action on the application. The notice shall include a copy of the proposed agreement if the County is the designating authority.

- (12) Economic Impact Assessment: After receipt of an application for business Incentives, the Commissioners' Court may cause to have prepared an economic impact assessment setting forth the impact of the proposed agreement. The study shall include, but not necessarily be limited to, an assessment of the economic effects of the abatement of taxes. The County shall give at least ten (10) days written notice to the Taxpayer/Applicant of its intent to conduct an economic impact assessment, which notice shall include a description of the scope of the study. If the Taxpayer/Applicant is unwilling to pay for the economic impact assessment, it may give notice to the County within seven (7) calendar days from the date it received notice of the proposed economic impact assessment that the Applicant is withdrawing its application. The economic impact assessment may include any other issue that the Commissioners' Court determines to be appropriate in considering the application, including, without limitation by enumeration, environmental issues, short term/long term effect on issues of adequacy of existing physical plants needs resulting increased costs as a result of the project and the County's ability to pay such costs during the abatement period.

Section 8: Designation of Reinvestment Zone

- (a) Authority to Designate Reinvestment Zones. Reinvestment zones may be designated by either the Commissioners' Court for property located outside the jurisdiction of any municipality in the County, or by a municipality, if the property is located within the jurisdiction of such municipality.
- (b) Application for County Designated Reinvestment Zone. An application to the County for designation of a Reinvestment Zone may be combined with the application for business incentives. The application must include information to support the required findings in subsection (c), inclusive of this section. It must also include a map showing the boundaries of the proposed reinvestment zone and a legal description of the proposed reinvestment zone. Any information contained in the application for business incentives that answers the requirements for designation of a reinvestment zone does not need to be duplicated if the application for designation of a reinvestment zone and business incentives are combined in one application.
- (c) Designation. The Commissioners' Court may not designate an area as a reinvestment zone until:
- (1) The Commissioners' Court has held a public hearing on the designation at which time interested persons shall be entitled to speak and present evidence for or against the designation; and
 - (2) The Commissioners' Court must make the following findings in order to designate an area as a reinvestment zone:
 - (a) The designation would contribute to the retention or expansion of primary employment; or,
 - (b) The designation would attract major investment in the zone that would be a benefit to the property to be included in the zone; and,
 - (c) The designation would contribute to the economic development of the county.

CONFIDENTIAL

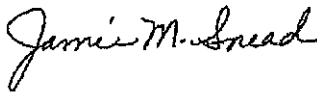
(d) **Notice of Hearing.** Notice of the hearing shall be clearly identified on the Commissioners' Court agenda. In addition, notice shall issue as follows:

- (1) Notice of the hearing must be published in a newspaper of general circulation in the County not later than the 7th day before the date of the hearing; and
- (2) Written notice of the hearing shall be delivered to the presiding officer of the governing body of each taxing unit that includes in its boundaries real property that is included in the proposed reinvestment zone. Such notice shall be delivered at least 7 days before the hearing. Pursuant to Texas Tax Code Ann. §312.20 1 (e) this notice shall be presumed delivered when placed in the mail postage paid and properly addressed to the appropriate presiding officer.

(e) **Date of Expiration.** The designation of a reinvestment zone shall expire five (5) years after the date of designation. However, the designation of a reinvestment zone that has expired may be renewed by the County or municipality for periods not to exceed five (5) years. The expiration of the designation of a reinvestment zone shall not affect existing agreements made under these Guidelines and Criteria.

DECLARATION

To the best of my knowledge, the above information is an accurate description of the project details.



Company Official Signature

Jamie M. Snead, Tax Director

Printed Name & Title of Company Official

Attachments:

Attachment A: Surveying and mapping attachments including the legal description of the property
Attachment B: Appraiser values and Reinvestment Zone designation

Attachment A:

Surveying and mapping attachments including
the legal description of the property

ENRIQUEZ RENDON SURVEY
ABSTRACT 31

1. ALL COORDINATES AND BEARINGS ARE RELATIVE TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD83).

2. DISTANCES ARE HORIZONTAL GRID LENGTHS. COMBINED SCALE FACTOR = 0.99995585764

3. THIS PLAN AND DESCRIPTION WERE PREPARED FOR THE CLIENT'S INFORMATION AND CONSIDERATION ONLY. THE INFORMATION CONTAINED HEREIN IS LIMITED TO THAT WHICH WAS PROVIDED BY THE CLIENT AND IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN PERMISSION OF THE FIRM AND ITS ASSOCIATES.

\$. THE SCOPE OF THIS SURVEY WAS LIMITED TO BOUNDARY LOCATION FOR TAX ABATEMENT PURPOSES. NO FEATURES WERE MAPPED IN THE PROCESS OF THIS SURVEY.

5. THIS SURVEY IS ACCOMPANIED BY A FIELD NOTE DESCRIPTION, A COPY OF WHICH IS ON FILE IN THE OFFICE OF DOYLE AND WACHSTEINER, INC.

7. FOR ADDITIONAL INFORMATION OR ASSISTANCE PLEASE CONTACT
KIM T. DOYLE AT 979-285-3672, EXT. 1018.

SOME ELEMENTS MAY NOT BE USED ON SURVEY

SOME ELEMENTS MAY NOT BE USED ON SURVEY

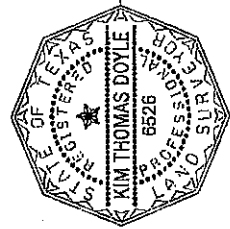
- BOUNDARY MONUMENT
 ○ SETBACK FROM R.O.P. WITH 65%
 ——— REFERENCE LINE
 - - - ADJACENT TRACT
 * CONTROLLING MONUMENT
 * MAN. OF RECORD DIGNITY
 ● UNMARKED POINT
 ① TRACT NUMBER
 C.D.B. = CALHOUN COUNTY DEED RECORDS
 C.O.R. = CALHOUN COUNTY OFFICIAL RECORDS
 C.C.P.R. = CALHOUN COUNTY PLAT RECORDS
 D.A.L. = DISTANCE ALONG LINE I.D. = INSIDE DIAMETER
 R.O.L. = RIGHT OF LINE O.D. = OUTSIDE DIAMETER
 L.O.L. = LEFT OF LINE

1. KIM THOMAS DOYLE, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE AND FOREGOING PLAT IS A TRUE REPRESENTATION OF A SURVEY MADE UNDER MY SUPERVISION, ON THE GROUND FOR TAX ABATEMENT PURPOSES.
DATE SURVEYED: MARCH 03, 2023

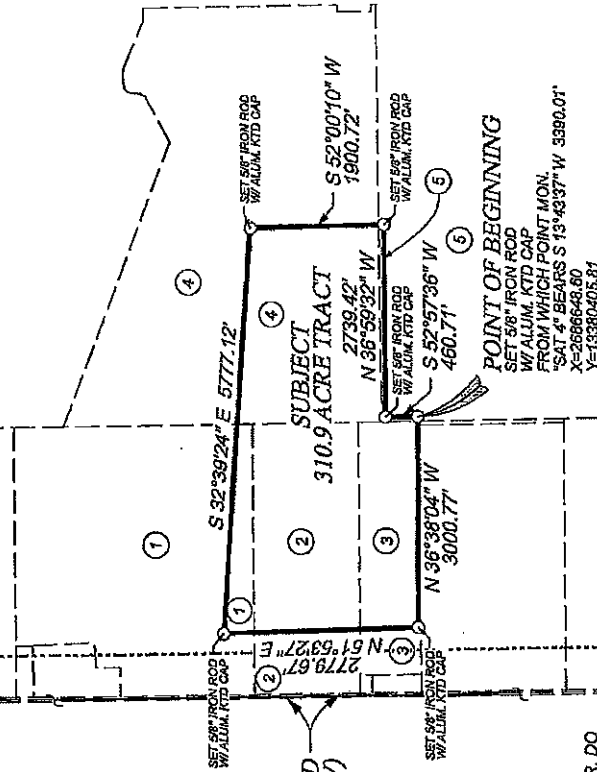
DATE SURVEYED: MARCH 03 2023

Kim T. Doyle

KIM THOMAS DOYLE
REGISTERED PROFESSIONAL LAND SURVEYOR
LICENSED STATE LAND SURVEYOR
TEXAS REGISTRATION NUMBER 6526



TRACT LEGEND			
TRACT NO.	VOLUME	PAGE	RECORD
1	59	673	C.C.O.R.
2	34	631	C.C.O.R.
3	257	309	C.C.O.R.
4	197	870	C.C.O.R.
5	87	408	C.C.O.R.



QUESTIONS

Doyle & Wachtsteiner, Inc.
Surveying and Mapping GPS/GIS
 11 COMMERCE STREET, SUITE, TEXAS 75201
 OFFICE: 972.365.5522 FAX: 972.365.5940 TOLL FREE: 1-800-245-5000
 SURVEYED: 568 03-23-92 ADDED: 568 03-23-92 PROJECT NO.: 41414113001
 DRAWN BY: JWB VOL: 58 PROJECT NO.: 41414113001

CALHOUN COUNTY TEXAS

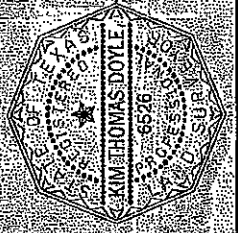
ENRIQUEZ RENDON SURVEY ABSTRACT 31

NOTES:
 1. ALL COORDINATES AND BEARINGS ARE RELATIVE TO THE TEXAS NATIONAL GRID COORDINATE SYSTEM, NAD 83.
 2. BEARINGS ARE GIVEN AS TRUE BEARINGS, CORRECTED FOR MAGNETIC DECLINATION.
 3. THE PLAT AND DESCRIPTION HEREIN ARE PREPARED FOR THE PURPOSES OF DESCRIBING THE SUBJECT TAX ABATEMENT TRACT AT THE DIRECTION OF THE CLIENT AND ARE LIMITED ACCORDINGLY.
 4. THIS SURVEY DOES NOT RELY ON A CURRENT EASEMENT OR EASEMENT INFORMATION CONTAINED IN THIS SURVEY WAS COMPILED FROM COUNTY COURTHOUSE RECORDS, RESEARCHED BY AUTHOR. THE DO NOT REPRESENT A COMPLETE DEED RESEARCH AND THIS PROPERTY MAY BE SUBJECT TO ADDITIONAL EASEMENTS, ENCUMBRANCES, AND AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
 5. THE SOURCE OF THIS SURVEY WAS LIMITED TO SOURCE LOCATION FOR TAX ABATEMENT PURPOSES. NO FEATURES WERE MAPPED IN THE PROCESS OF THIS SURVEY.
 6. THIS SURVEY IS ACCOMPANIED BY A FIELD NOTE DESCRIPTION, A COPY OF WHICH IS ON FILE IN THE OFFICE OF DOYLE AND WACHSTETTER, INC.
 7. FOR ADDITIONAL INFORMATION OR ASSISTANCE PLEASE CONTACT KIM THOMAS DOYLE AT 936-652-2311 OR 936-652-2311.

LEGEND

- BOUNDARY MONUMENT
- SUBJECT TRACT
- REFERENCE LINE
- CONTROLLING MONUMENT
- ADJACENT TRACT
- MON. OF RECORD DIGNITY
- SURVEY LINE
- UNMARKED POINT
- TRACT NUMBER
- C.C.D.R. = CALHOUN COUNTY DEED RECORDS
- C.C.O.R. = CALHOUN COUNTY OFFICIAL RECORDS
- C.C.P.R. = CALHOUN COUNTY PLAT RECORDS
- D.A.L. = DISTANCE ALONG LINE I.D. = INSIDE DIAMETER
- R.O.L. = RIGHT OF LINE O.D. = OUTSIDE DIAMETER
- L.O.L. = LEFT OF LINE

I, KIM THOMAS DOYLE, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE AND FOREGOING PLAT IS A TRUE REPRESENTATION OF A SURVEY MADE UNDER MY SUPERVISION, ON THE GROUND FOR TAX ABATEMENT PURPOSES.
 DATE SURVEYED: MARCH 03, 2023



Kim T. Doyle
 KIM THOMAS DOYLE
 REGISTERED PROFESSIONAL LAND SURVEYOR
 LICENSED STATE LAND SURVEYOR
 TEXAS REGISTRATION NUMBER 6526

TRACT NO.	VOLUME	PAGE	RECORD
1	58	673	C.C.O.R.
2	34	631	C.C.O.R.
3	257	309	C.C.D.R.
4	197	870	C.C.O.R.
5	81	408	C.C.D.R.



BEING COMPRISED OF A PORTION OF ALL THAT CERTAIN
 UNION CARBIDE CHEMICALS
 AND PLASTICS COMPANY INC.
 CALLED 132.84 ACRE TRACT
 AS RECORDED IN
 VOLUME 54, PAGE 631.
 CALHOUN COUNTY OFFICIAL RECORDS
 A PORTION OF ALL THAT CERTAIN
 UNION CARBIDE CORPORATION
 CALLED 77.03 ACRE TRACT
 AS RECORDED IN
 VOLUME 257, PAGE 309.
 CALHOUN COUNTY DEED RECORDS
 A PORTION OF ALL THAT CERTAIN
 UNION CARBIDE CHEMICALS
 AND PLASTICS COMPANY INC.
 CALLED 279.3898 ACRE TRACT
 AS RECORDED IN
 VOLUME 58, PAGE 673.
 CALHOUN COUNTY OFFICIAL RECORDS
 A PORTION OF ALL THAT CERTAIN
 UNION CARBIDE AND
 CARBIDE CORPORATION
 CALLED 998.634 ACRE TRACT
 AS RECORDED IN
 VOLUME 81, PAGE 408.
 CALHOUN COUNTY DEED RECORDS
 AND A PORTION OF ALL THAT CERTAIN
 UNION CARBIDE CORPORATION
 CALLED 494.96 ACRE TRACT
 AS RECORDED IN
 VOLUME 197, PAGE 870.
 CALHOUN COUNTY OFFICIAL RECORDS
 IN THE
 ENRIQUEZ RENDON SURVEY, ABSTRACT 31
 CALHOUN COUNTY TEXAS
 FOR
 UNION CARBIDE CORPORATION

Doyle & Wachstetter, Inc.
 Surveying and Mapping GPS/GIS
 151 COMMERCE STREET, SUITE 7701
 TEXAS 77431
 OFFICE 936.652.9323 FAX 936.652.9940
 JRP VOL. 23 PERMIT NO. 451411350
 SURVEYED: 03-03-23 DRAWN: 03-03-23 CHECKED: 03-03-23
 SHEET 1 OF 3



Doyle & Wachtstetter, Inc.

Surveying and Mapping • GPS/GIS • Pipeline Integrity
High Density 3D Laser Scanning • Robotic Imaging HD
Aerial Topographic Surveying • RTK/UAV Imagery

DOW CHEMICAL COMPANY ENRIQUEZ RENDÓN LEAGUE, ABSTRACT 31 SEADRIFT, CALHOUN COUNTY, TEXAS

FIELD NOTE DESCRIPTION OF ALL THAT CERTAIN 310.9 ACRE TRACT OF LAND lying and situated in the Enriquez Rendón League, Abstract 31, Calhoun County, Texas, being comprised of a portion of all that certain called 132.84 acre tract of land, described by general warranty deed recorded July 21, 1989 from Alvin A. Hahn, W. H. Hahn, and Oscar F. Hahn, as co-independent executors of the Estate of Henry J. Hahn, Alice Elizabeth Marbach, Andrew J. Hahn, Leroy R. Hahn, Delda Ruth Ann Reynolds and Yvonne Gail Hahn Harraid Meischen to Union Carbide Chemicals and Plastics Company, Inc., as recorded in volume 34, page 631 of the Calhoun County Official Records (C.C.O.R.), a portion of all that certain called 71.034 acre tract of land, described by deed recorded March 18, 1970 from A. B. Hahn and wife, Martha Hahn to Union Carbide Corporation, as recorded in Volume 257, Page 309 of the Calhoun County Deed Records (C.C.D.R.), a portion of all that certain called 279.3998 acre tract of land, described by warranty deed recorded March 12, 1991 from Charles Dentler to Union Carbide Chemicals and Plastics Company, Inc., as recorded in volume 59, page 673 of the C.C.O.R., a portion of all that certain called 998.634 acre tract of land, described by general warranty deed recorded May 2, 1952 from May A. Stofer, John G. Stofer, Oria A. Eiband and E.G. Eiband to Union Carbide and Carbon Corporation, as recorded in volume 81, page 408 of the C.C.D.R. and a portion of all that certain called 494.96 acre tract of land, described by special warranty deed recorded February 23, 1998 from James N. Stofer, Terry S. Hewitt, Dee Anna Stofer, independent executrix and trustee under the will of Preston A. Stofer, Northwest Bank Texas, Victoria Bank & Trust and BIC Investment Corporation to Union Carbide Corporation, as recorded in Volume 197, Page 870 of the C.C.O.R., said 310.9 acre tract being more particularly described by metes and bounds as surveyed by Kim T. Doyle, R.P.L.S. 6526 March 3, 2023, using survey terminology which refers to the Texas State Plane Coordinate System, South Central Zone NAD83), in which the directions are Lambert grid bearings and distances are grid level lengths, all areas shown hereon are surface calculations (Combined Scale Factor = 0.99996586764) as follows:

BEGINNING at a $\frac{3}{8}$ " iron rod with aluminum cap stamped "KIM T. DOYLE R.P.L.S. 6526" set marking an exterior corner of the herein described 310.9 acre tract, said **POINT OF BEGINNING** being located at Texas State Plane Coordinate System position $X = 2686648.60$ and $Y = 13380405.81$, and from which point Dow Seadrift Plant Monument SAT-4 being a brass cap in concrete bears South $13^{\circ}43'37''$ West a distance of 3390.01 feet;

THENCE with the with the lines of the herein described 310.9 acre tract, the following bearings and distances, all corners being marked by a $\frac{3}{8}$ " iron rod with aluminum cap stamped "KIM T. DOYLE R.P.L.S. 6526":

THENCE North $36^{\circ}38'04''$ West, a distance of 3000.77 feet to a $\frac{3}{8}$ " iron rod with aluminum cap stamped "KIM T. DOYLE R.P.L.S. 6526" for the west corner of the herein described 310.9 acre tract,

131 Commerce Street • Clute, Texas 77531-5601

Phone: 979-265-3622 • Fax: 979-265-9940 • Email: DW-Surveyor.com • Firm # 10024500

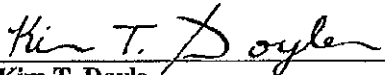
THENCE North 51°53'27" East, a distance of 2779.67 feet to a 5/8" iron rod with aluminum cap stamped "KIM T. DOYLE R.P.L.S. 6526" for the north corner of the herein described 310.9 acre tract,

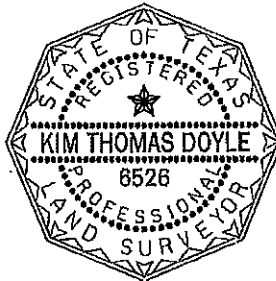
THENCE South 32°39'24" East, a distance of 5777.12 feet to a 5/8" iron rod with aluminum cap stamped "KIM T. DOYLE R.P.L.S. 6526" for the east corner of the herein described 310.9 acre tract,

THENCE South 52°00'10" West, a distance of 1900.72 feet to a 5/8" iron rod with aluminum cap stamped "KIM T. DOYLE R.P.L.S. 6526" for the south corner of the herein described 310.9 acre tract,

THENCE North 36°59'32" West, a distance of 2739.42 feet to a 5/8" iron rod with aluminum cap stamped "KIM T. DOYLE R.P.L.S. 6526" for an interior corner of the herein described 310.9 acre tract,

THENCE South 52°57'36" West, a distance of 460.71 feet to the **POINT OF BEGINNING** containing 310.9 acres of land, more or less.


Kim T. Doyle
Registered Professional Land Surveyor
Texas Registration Number 6526
Licensed State Land Surveyor
March 15, 2023



This description is based on an on the ground survey, a plat of which, dated March 14, 2023 is on file in the office of Doyle & Wachtstetter, Inc.
Legal\Kim\DownSeadrift\2023 Tax Abatement Tract\4514477306 - Down Seadrift - Field Note Description 230314.docx

CONFIDENTIAL

Attachment B:
Appraiser values and Reinvestment Zone Designation

CALHOUN COUNTY APPRAISAL DISTRICT
 426 West Main Street * P.O. Box 49
 Port Lavaca, Texas 77979
 Appraisal: (361) 552-8808
 Collections: (361) 552-4560
 Fax: (361) 552-4787
 Website: www.calhouncad.org



Board of Directors
 Vern Lyssy, Chairman
 Kevin Hill, Vice Chairman
 Jessie Rodriguez, Secretary
 Benjamin Boone, Member

Chief Appraiser
 Jesse W. Hubbell

March 16, 2023

I, Jesse W. Hubbell, Chief Appraiser for the Calhoun County Appraisal District, do hereby certify that the 2022 appraised land value for each parcel or tract of land that is located within the account parcel identification numbers provided below. All parcels are being appraised by market value and qualified open space value. Both values are listed below. Any change of use from agricultural use purposes to a non-qualified agricultural or wildlife use is subject to rollback taxes for the 3 prior years from the change of use. Rollback taxes are the difference in the taxes paid on agricultural use value and market value.

The Property IDs listed below all have residual acreage left in each tract. The parcels listed are only the acreage amount that come out of each Property ID.

Property ID 35830: 57.7 Acres

Market Value: \$138,480 Ag Value: \$20,650

Property ID 35790: 99.4 Acres

Market Value: \$238,560 Ag Value: \$35,570

Property ID 35334: 21.9 Acres

Market Value: \$52,560 Ag Value: \$7,840

Property ID 35644: 131.9 Acres

Market Value: \$316,560 Ag Value: \$47,200

Total Acreage for all acreage listed above: 310.9 Acres

Total Market Value: \$746,160

Total Ag Value: \$111,260

All parcels are listed on the appraisal and tax rolls in the name and address as follows:

UNION CARBIDE CORP
 C/O DOW CHEMICAL COMPANY
 TAX DEPT APE BLDG FLOOR 4 A
 LAKE JACKSON TX 77566

Jesse W. Hubbell
 Jesse W. Hubbell, Chief Appraiser



CHIEF APPRAISER

Reinvestment Zone Designation:

The table below includes information for the entire property ID. Please refer to the Appraiser Letter attached on the previous page for the specific acres and values associated with the proposed project location.

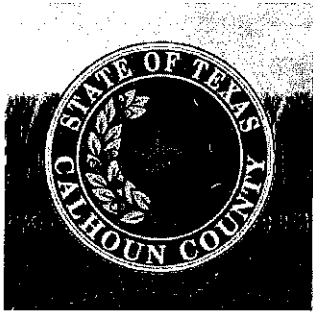
Property ID	GEO ID	Owner Name	Legal Description	Total Acreage
35830	A0031-00000-0022-00	UNION CARBIDE CORP	A0031 ENRIQUES RENDON, TRACT PT 9 W & D S/D, ACRES 64.43	64.43
35790	A0031-00000-0021-00	UNION CARBIDE CORP	A0031 ENRIQUES RENDON, TRACT PT 8 W & D S/D, ACRES 106.41	106.41
35334	A0031-00000-0012-00	UNION CARBIDE CORP	A0031 ENRIQUES RENDON, TRACT PT 24 TP S/D, ACRES 249.03	249.03
35644	A0031-00000-0003-00	UNION CARBIDE CORP	A0031 ENRIQUES RENDON, TRACT PT 2, ACRES 494.96	494.96



09

9. Consider and take necessary action to adopt and approve the resolution in support of the allocation method for opioid settlement proceeds as set forth in the Texas Term Sheet in its entirety. (RHM)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Vern Lyssy, Commissioner Pct 2
SECONDER:	David Hall, Commissioner Pct 1
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

A RESOLUTION OF THE COMMISSIONERS' COURT OF CALHOUN COUNTY, TEXAS

BE IT REMEMBERED, at a regular meeting of the Calhoun County, Texas Commissioners' Court, held on the 10th day of May, 2023 on a motion made by Lyssy, Commissioner of Precinct 2 and seconded by Comm. Hall 1, Commissioner of Precinct 3, the following Resolution was adopted:

WHEREAS, Calhoun County is a member County of the Golden Crescent Regional Planning Commission; and

WHEREAS, Calhoun County obtained information indicating that certain drug companies and their corporate affiliated, parents, subsidiaries, and such other defendants as may be added to the litigation (collectively, "Defendants") have engaged in fraudulent and/or reckless marketing and/or distribution of opioids that have resulted in additions and overdoses; and

WHEREAS, these actions, conduct and misconduct have resulted in significant financial costs to the County; and

WHEREAS, on May 13, 2020, the State of Texas, through the Office of the Attorney General, and a negotiation group for Texas political subdivisions entered into an Agreement entitled Texas Opioid Abatement Fund Council and Settlement Allocation Term Sheet (hereafter, the Texas Term Sheet) approving the allocation of any and all opioid settlement funds within the State of Texas. The Texas Term Sheet is attached hereto as Exhibit "A"; and

WHEREAS, Special Counsel and the State of Texas have recommended that the Calhoun County Commissioners' Court support the adoption and approval of the Texas Term Sheet in its entirety.

NOW THEREFORE, BE IT RESOLVED: that we, the Commissioners' Court of Calhoun County, Texas:

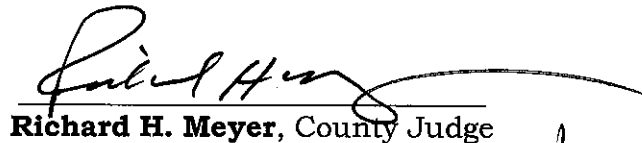
1. Support the adoption and approve of the Texas Term Sheet in its entirety; and
2. Finds as follows:

- a. There is a substantial need for repayment of opioid-related expenditures and payment to abate opioid-related harms in and about Calhoun County; and
- b. The Commissioners' Court supports in its entirety and hereby adopts the allocation method for opioid settlement proceeds as set forth in the STATE OF TEXAS AND TEXAS POLITICAL SUBDIVISIONS' OPIOID ABATEMENT FUND COUNCIL AND SETTLEMENT ALLOCATION TERM SHEET, attached hereto as Exhibit A. The Calhoun County Commissioners' Court understands that the purpose of this Texas Term Sheet is to permit collaboration between the State of Texas and Political Subdivisions to explore and potentially effectuate resolution of the Opioid Litigation Pharmaceutical Supply Chain Participants as defined therein. We also under than an additional purpose is to create an effective means of distributing any potential settlement funds obtained under this Texas Term Sheet between the State of Texas and Political Subdivisions in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic in Calhoun County and throughout the State of Texas.

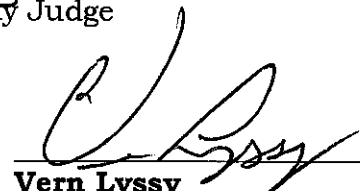
APPROVED AND ADOPTED THIS, THE 10th DAY OF MAY, 2023.



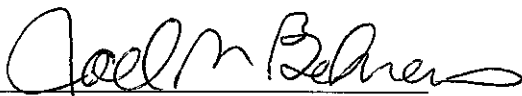
David Hall
Commissioner, Precinct 1



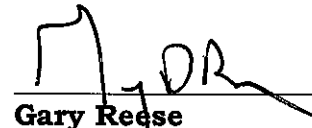
Richard H. Meyer, County Judge



Vern Lyssy
Commissioner, Precinct 2



Joel Behrens
Commissioner, Precinct 3

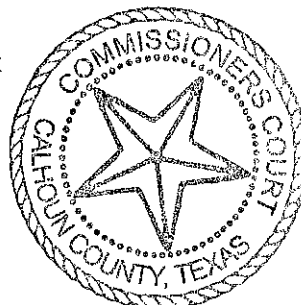


Gary Reese
Commissioner, Precinct 4

Attest: Anna Goodman, County Clerk



By: Deputy Clerk



10

10. Consider and take necessary action to authorize all appropriate signatures for Mott Macdonald to submit the Magnolia Beach Phase 2 CEPRA Cycle 13 application as follows:

- a. Bidding Phase (Proposal Phase) - \$19,000
- b. Construction Oversight - \$175,000
- c. Construction Cost of Project - \$4,194,000

Thus the total cost which will be requested from the GLO as part of this CEPRA 13 cycle for the Magnolia Beach Phase 2 application is \$4,194,000. This project has been included into the GLO Coastal Master Plan as Tier 1 and has no County match. (DEH)

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

David E. Hall

Calhoun County Commissioner, Precinct #1

202 S. Ann

Port Lavaca, TX 77979



(361)552-9242

Fax (361)553-8734

Honorable 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 May 10th, 2023.

Consider and take necessary action to authorize Mott Macdonald submit Magnolia Beach Phase 2 CEPRA Cycle 13 application as follows:

1. Bidding Phase (Proposal Phase): \$19,000
2. Construction Oversight: \$175,000
3. Construction Cost of Project: \$4,000,000

Thus the total cost in which will be requested from the GLO as part of this CEPRA 13 cycle for the Magnolia Beach Phase 2 application is \$4,194,000 and authorize all appropriate signatures. This project has been included into the GLO Coastal Master Plan has Tier 1 and has no County match.

Sincerely,

A handwritten signature in black ink, appearing to read "David E. Hall", written over a horizontal line.

David E. Hall

DEH/apt

11

11. Consider and take necessary action to authorize Kathy Smartt to prepare and submit CEPRA applications for Phase 2 and 3 of the General Land Office CEPRA Project 1716 at Swan Point for a fee of \$400 to be paid with GOMESA funds. (DEH)

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



May 3, 2023

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 May 10, 2023.

- Consider and take necessary action to authorize Kathy Smartt, to prepare and submit CEPRA application for Phase 2 and 3 of the General Land Office CEPRA Project 1716 at Swan Point for a fee of \$400 to be paid with GOMESA funds.

Sincerely,

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

Gary D. Reese

GDR/at

SMARTT GRANTS

Kathy Smartt
3801 Menchaca Road, Apt. 7
Austin, TX 78704
(512) 800-4740

May 2, 2023

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

Re: CEPRA application for Swan Point

Commissioner Reese,

I offer my services to prepare a 2023 CEPRA application for Phases 2 and 3 of the General Land Office CEPRA Project 1716 at Swan Point. I will prepare and submit the application to the General Land Office for \$400.00.

Thank you for consideration of this proposal.

Kathy Smartt

12

12. Consider and take necessary action to authorize the grant match for CEPRA Phase 2 of the General Land Office CEPRA Project 1716 at Swan Point be paid with GOMESA funds and authorize the County Judge to sign all documentation. (GDR)

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



May 3, 2023

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 May 10, 2023.

- Consider and take necessary action to authorize the grant match for CEPRA Phase 2 of the General Land Office CEPRA Project 1716 at Swan Point be paid with GOMESA funds and authorize Judge Meyer to sign all documentation.

Sincerely,

Gary D. Reese

GDR/at

13

13. Consider and take necessary action on the US Army Corps of Engineers application for the Swan Point Bulkhead and Pier and authorize the County Judge to sign all documentation. (GDR)

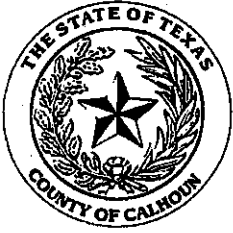
Matt Glaze explained individual permit.

RESULT: APPROVED [UNANIMOUS]

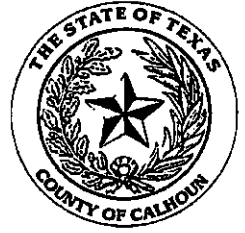
MOVER: Gary Reese, Commissioner Pct 4

SECONDER: Joel Behrens, Commissioner Pct 3

AYES: Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese



Gary D. Reese
County Commissioner
County of Calhoun
Precinct 4



May 4, 2023

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

RE: AGENDA ITEM

Dear Judge Meyer:

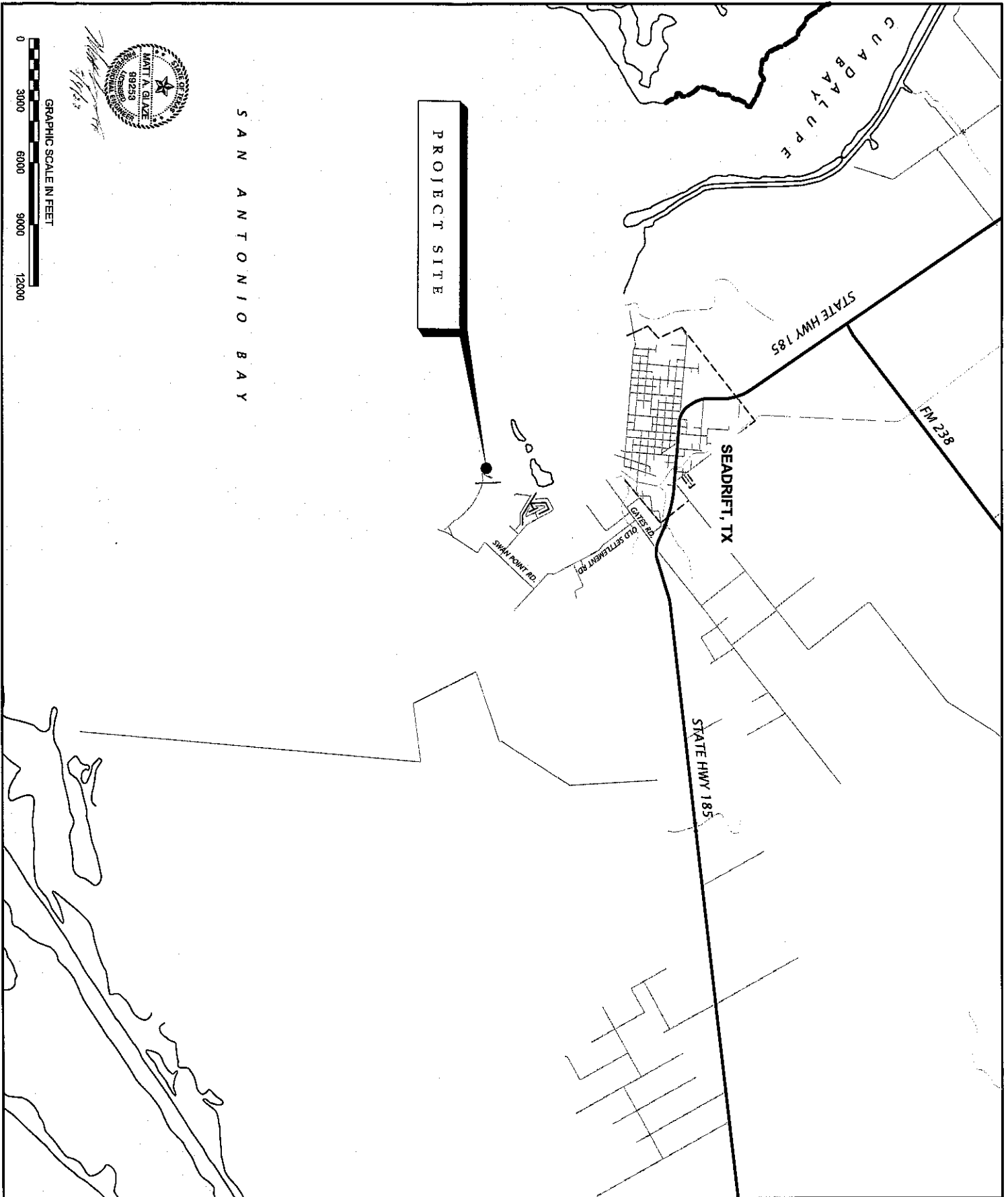
Please place the following item on the Commissioners' Court Agenda for May 10, 2023.

- Consider and take necessary action on U.S. Army Corp of Engineers application for the Swan Point Bulkhead and Pier and to authorize Judge Meyer to sign all documentation.

Sincerely,

Gary D. Reese

GDR/at



SWAN POINT PROJECT VICINIYTY MAP

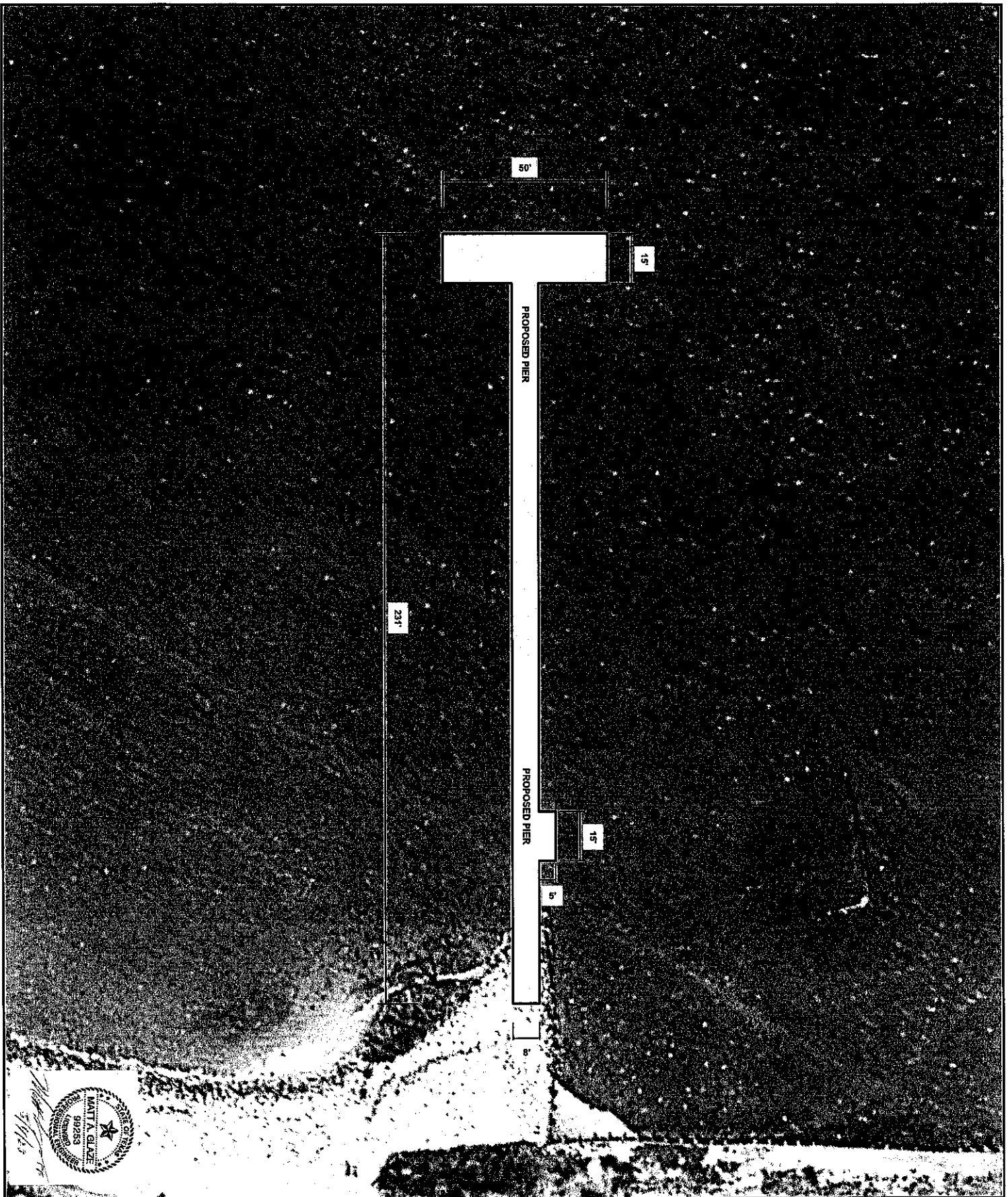
PIER IMPROVEMENTS



2004 N. Commerce, Victoria, Texas 77901 · 361.578.9836
urbanvictoria.com · TREF# F-160

E25470.00

DATE 05/04/23



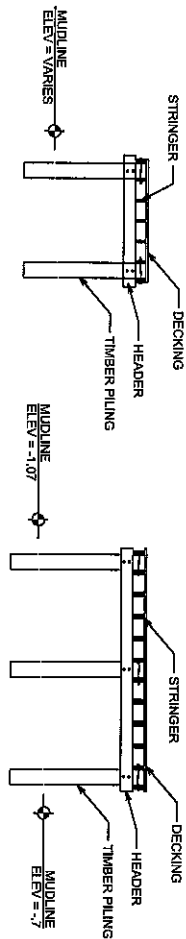
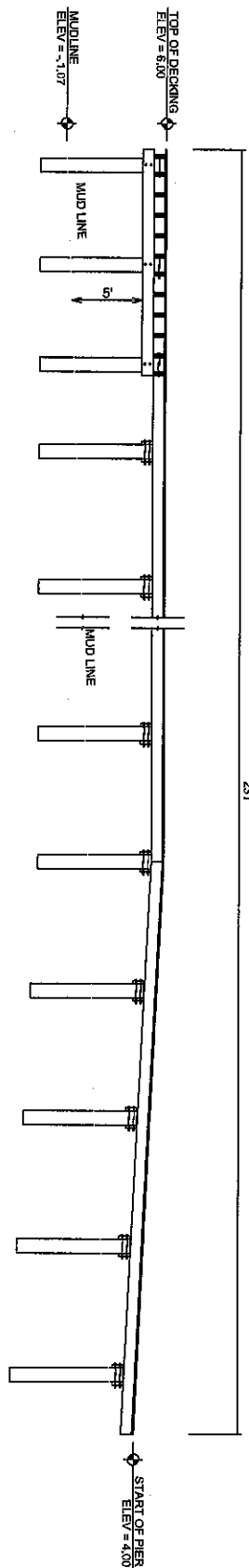
SWAN POINT PIER PROJECT

PROPOSED IMPROVEMENTS



URBAN
engineering

2004 N. Commerce, Victoria, Texas 77901 • 361.578.9836
urbanvictoria.com • TREF# F-160



PIER PROFILE & SECTIONS

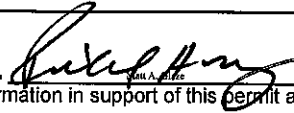
SWAN POINT PIER



7/1/23

E25470.00

DATE 05/04/23

U.S. Army Corps of Engineers (USACE)		Form Approved - OMB No. 0710-0003 Expires: 08-31-2023	
APPLICATION FOR DEPARTMENT OF THE ARMY PERMIT			
For use of this form, see 33 CFR 325. The proponent agency is CECW-CO-R.			
The public reporting burden for this collection of information, OMB Control Number 0710-0003, is estimated to average 11 hours per response, including the 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 burden reduction suggestions to the Department of Defense, Washington Headquarters Services, at whs.mc-alex.esd.mbx.dd-dod-information-collections@mail.mil . Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. PLEASE DO NOT RETURN YOUR APPLICATION TO THE ABOVE EMAIL.			
PRIVACY ACT STATEMENT			
Authorities: Rivers and Harbors Act, Section 10, 33 USC 403; Clean Water Act, Section 404, 33 USC 1344; Marine Protection, Research, and Sanctuaries Act, Section 103, 33 USC 1413; Regulatory Programs of the Corps of Engineers; Final Rule 33 CFR 320-332. Principal Purpose: Information provided on this form will be used in evaluating the application for a permit. Routine Uses: This information may be shared with the Department of Justice and other federal, state, and local government agencies, and the public and may be made available as part of a public notice as required by Federal law. Submission of requested information is voluntary, however, if information is not provided the permit application cannot be evaluated nor can a permit be issued. One set of original drawings or good reproducible copies which show the location and character of the proposed activity must be attached to this application (see sample drawings and/or instructions) and be submitted to the District Engineer having jurisdiction over the location of the proposed activity. An application that is not completed in full will be returned. System of Record Notice (SORN). The information received is entered into our permit tracking database and a SORN has been completed (SORN #A1145b) and may be accessed at the following website: http://dpcl.d.defense.gov/Privacy/SORNsIndex/DOD-wide-SORN-Article-View/Article/570115/a1145b-ce.aspx			
(ITEMS 1 THRU 4 TO BE FILLED BY THE CORPS)			
1. APPLICATION NO.	2. FIELD OFFICE CODE	3. DATE RECEIVED	4. DATE APPLICATION COMPLETE
(ITEMS BELOW TO BE FILLED BY APPLICANT)			
5. APPLICANT'S NAME First - Richard Middle - Last - Meyer Company - Judge - Calhoun County E-mail Address - richard.meyer@calhouncotx.org		8. AUTHORIZED AGENT'S NAME AND TITLE (agent is not required) First - Matt Middle - A. Last - Glaze Company - Urban Engineering E-mail Address - mglaze@urbanvictoria.com	
6. APPLICANT'S ADDRESS: Address- 211 S. Ann St. Ste. 301 City - Port Lavaca State - TX Zip - 77979 Country - USA		9. AGENT'S ADDRESS: Address- 2004 N. Commerce Street City - Victoria State - TX Zip - 77901 Country - USA	
7. APPLICANT'S PHONE NOS. w/AREA CODE a. Residence b. Business c. Fax 3615534600 3615534444		10. AGENTS PHONE NOS. w/AREA CODE a. Residence b. Business c. Fax 3615789836 3615769836	
STATEMENT OF AUTHORIZATION			
11. I hereby authorize,  to act in my behalf as my agent in the processing of this application and to furnish, upon request, supplemental information in support of this permit application.			
SIGNATURE OF APPLICANT		2023-03-13 DATE	
NAME, LOCATION, AND DESCRIPTION OF PROJECT OR ACTIVITY			
12. PROJECT NAME OR TITLE (see instructions) Swan Point Bulkhead & Pier		14. PROJECT STREET ADDRESS (if applicable) Address 1522 Swan Point Rd. City - Seadrift State- TX Zip- 77	
13. NAME OF WATERBODY, IF KNOWN (if applicable) San Antonio Bay		14. PROJECT STREET ADDRESS (if applicable) Address 1522 Swan Point Rd. City - Seadrift State- TX Zip- 77	
15. LOCATION OF PROJECT Latitude: 28°23.372' Longitude: 96°42.498'		14. PROJECT STREET ADDRESS (if applicable) Address 1522 Swan Point Rd. City - Seadrift State- TX Zip- 77	
16. OTHER LOCATION DESCRIPTIONS, IF KNOWN (see instructions) State Tax Parcel ID Municipality Section - Township - Range -			

17. DIRECTIONS TO THE SITE

From Highway 185, turn South West onto Gates Rd. Travel three tenths of a mile and turn left onto Old Settlement Rd. and follow it till you are able to turn right onto Swan Point Rd. Following Swan Point Rd. The project is located at the end of the road next to Bill Saunders Park.

18. Nature of Activity (Description of project, include all features)

The proposed project is the construction of a 231 foot T head pier with lights, a fish cleaning station, as well as handicap parking accessibility.

19. Project Purpose (Describe the reason or purpose of the project, see instructions)

The purpose of this project is to increase access to the bay and Swan Point to the public, as well as provide handicap access to the area.

USE BLOCKS 20-23 IF DREDGED AND/OR FILL MATERIAL IS TO BE DISCHARGED

20. Reason(s) for Discharge

21. Type(s) of Material Being Discharged and the Amount of Each Type in Cubic Yards:

Type Amount in Cubic Yards	Type Amount in Cubic Yards	Type Amount in Cubic Yards

22. Surface Area in Acres of Wetlands or Other Waters Filled (see instructions)

Acres
or
Linear Feet

23. Description of Avoidance, Minimization, and Compensation (see instructions)

As this project takes place next to or in San Antonio Bay, it is important to focus on BMP's (best management practices) that help protect the water and marine life that may be encountered. The project does not contain any wetland, only open water. Contractor will be ebriefed on steps to take to mitigate and effects that may be harmful to the water or life nearby.

24. Is Any Portion of the Work Already Complete? ☐ Yes ☒ No IF YES, DESCRIBE THE COMPLETED WORK

25. Addresses of Adjoining Property Owners, Lessees, Etc., Whose Property Adjoins the Waterbody (if more than can be entered here, please attach a supplemental list).

a. Address- 411 BAYSIDE DR

City - SEADRIFT

State - TX

Zip - 77983

b. Address- 1593 SWAN POINT RD

City - SEADRIFT

State - TX

Zip - 77983

c. Address-

City -

State -

Zip -

d. Address-

City -

State -

Zip -

e. Address-

City -

State -

Zip -

26. List of Other Certificates or Approvals/Denials received from other Federal, State, or Local Agencies for Work Described in This Application.

AGENCY	TYPE APPROVAL*	IDENTIFICATION NUMBER	DATE APPLIED	DATE APPROVED	DATE DENIED

* Would include but is not restricted to zoning, building, and flood plain permits

27. Application is hereby made for permit or permits to authorize the work described in this application. I certify that this information in this application is complete and accurate. I further certify that I possess the authority to undertake the work described herein or am acting as the duly authorized agent of the applicant.

SIGNATURE OF APPLICANT

DATE

SIGNATURE OF AGENT

DATE

The Application must be signed by the person who desires to undertake the proposed activity (applicant) or it may be signed by a duly authorized agent if the statement in block 11 has been filled out and signed.

18 U.S.C. Section 1001 provides that: Whoever, in any manner within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals, or covers up any trick, scheme, or disguises a material fact or makes any false, fictitious or fraudulent statements or representations or makes or uses any false writing or document knowing same to contain any false, fictitious or fraudulent statements or entry, shall be fined not more than \$10,000 or imprisoned not more than five years or both.

14

14. Consider and take necessary action to authorize the grant match for the General Land Office CMP Cycle 29 grant for King Fisher Beach Park be paid with GOMESA funds and authorize the County Judge to sign all documentation. (GDR)

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



Gary D. Reese
County Commissioner
County of Calhoun
Precinct 4



May 3, 2023

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

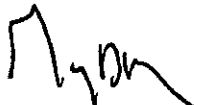
RE: AGENDA ITEM

Dear Judge Meyer:

Please place the following item on the Commissioners' Court Agenda for May 10, 2023.

- Consider and take necessary action to authorize the grant match for of the General Land Office CMP Cycle 29 grant for King Fisher Beach Park be paid with GOMESA funds and authorize Judge Meyer to sign all documentation.

Sincerely,

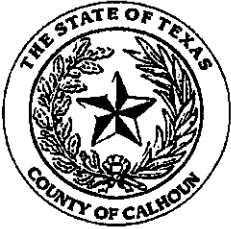

Gary D. Reese

GDR/at

15

15. Consider and take necessary action to authorize the grant match for the General Land Office CMP Cycle 29 grant for Bill Sanders Memorial Park be paid with GOMESA funds and authorize the County Judge to sign all documentation. (GDR)

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



May 3, 2023

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 May 10, 2023.

- Consider and take necessary action to authorize the grant match for of the General Land Office CMP Cycle 29 grant for Bill Sanders Memorial Park be paid with GOMESA funds and authorize Judge Meyer to sign all documentation.

Sincerely,


Gary D. Reese

GDR/at

16. Consider and take necessary action to accept the recommendation from Urban Engineering and award the bid for Calhoun County Hog Bayou Public Boat Ramp Bulkhead Improvements to Shirley & Sons Construction Co., Inc. (GDR)

Matt Glaze explained the bid received.

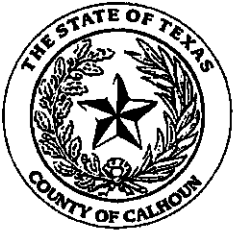
RESULT: **APPROVED [UNANIMOUS]**

MOVER: Gary Reese, Commissioner Pct 4

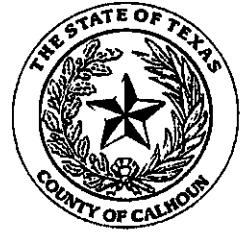
SECONDER: Joel Behrens, Commissioner Pct 3

AYES: Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

16



Gary D. Reese
County Commissioner
County of Calhoun
Precinct 4



May 4, 2023

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

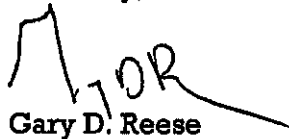
RE: AGENDA ITEM

Dear Judge Meyer:

Please place the following item on the Commissioners' Court Agenda for May 10, 2023.

- Consider and take necessary action to accept recommendation from Urban Engineering and award the bid for Calhoun County Hog Bayou Public Boat Ramp Bulkhead Improvements to Shirley & Sons Construction Co.; Inc.

Sincerely,


Gary D. Reese

GDR/at



May 4, 2023

The Honorable Richard H. Meyer, Calhoun County Judge
Calhoun County Courthouse
211 South Ann Street, 3rd Floor, Suite 301
Port Lavaca, TX 77979

RE: Recommendation of Award
U.E. Job No. E25466.00
Calhoun County Hog Bayou Public Boat Ramp Bulkhead Improvements
Calhoun County, Texas

Dear Judge Meyer:

On April 26, 2023 at 2:00:00 p.m., public bids were opened for the Calhoun County Hog Bayou Public Boat Ramp Bulkhead Improvements. The following bid was received:

Bidder	Total Bid	Calendar Days to Substantial Completion
Shirley & Sons Construction Co., Inc.	\$160,298.00	60

I recommend that the contract for the aforementioned project be awarded to Shirley & Sons Construction Co., Inc. (See attached Bid Tabulation)

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

Sincerely,

A handwritten signature in black ink, appearing to read "Matt A. Glaze", with a stylized flourish at the end.

Matt A. Glaze, P.E.
Vice President

MAG/dmf

Attachment

BID TABULATION					
CALHOUN COUNTY					
HOG BAYOU PUBLIC BOAT RAMP BULKHEAD IMPROVEMENTS					
BID OPENING: APRIL 26, 2023					
				Shirley & Sons Construction Co., Inc.	
ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
BASE BID					
GENERAL					
1.	Mobilization, Insurance and Bonds (Maximum 10% of Base Bid)	1	LS	\$ 15,000.00	\$ 15,000.00
SUBTOTAL GENERAL					\$ 15,000.00
IMPROVEMENTS					
2.	Site Preparation (Including Removal & Disposal of Existing Timber Pilings, Sign, T-Posts, and Tree)	1	LS	\$ 20,000.00	\$ 20,000.00
3.	Vinyl Bulkhead (Including Pilings & Tie Rods)	166	LF	\$ 518.00	\$ 85,988.00
4.	Timber Piling (22' x 10" Butt)	1	EA	\$ 400.00	\$ 400.00
5.	Concrete Sidewalk (3' Width)	590	SF	\$ 49.00	\$ 28,910.00
6.	Site Grading	1	LS	\$ 10,000.00	\$ 10,000.00
SUBTOTAL IMPROVEMENTS					\$ 145,298.00
TOTAL BASE BID					\$ 160,298.00
CALENDAR DAYS TO SUBSTANTIAL COMPLETION					60

CHANGE ORDER

No. 1

DATE OF ISSUANCE:

EFFECTIVE DATE:

OWNER: Calhoun County
CONTRACTOR: Shirley & Sons Construction Co., Inc.
ENGINEER: Urban Engineering
CONTRACT: Construction of 166 linear feet of marine bulkhead at the Hog Bayou Public Boat Ramp in Calhoun County, Texas.
PROJECT: Calhoun County Hog Bayou Public Boat Ramp Bulkhead Improvements
OWNER's CONTRACT NO.: N/A ENGINEER's PROJECT NO.: E25466.00

You are directed to make the following changes in the Contract Documents:

Description: Delete Bid Item #5 Concrete Sidewalk (3' Width) – 590 SF @ (\$49.00)/SF = (\$28,910.00).

Reason for Change Order: Budget

Attachments: N/A

CHANGE IN CONTRACT PRICE:
Original Contract Price: \$ 160,298.00
Net Increase (Decrease) from previous Change Orders No. _____ to No. _____: \$ N/A
Contract Price prior to this Change Order: \$ 160,298.00
Net increase (decrease) of this Change Order: (\$28,910.00)
Contract Price with all approved Change Orders: \$ 131,388.00

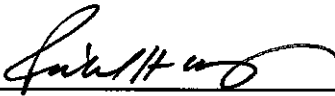
CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: _____ Ready for final payment: _____ (days or dates)
Net change from previous Change Orders No. _____ to No. _____: Substantial Completion: _____ Ready for final payment: _____ (days)
Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____ (days or dates)
Net increase (decrease) this Change Order: Substantial Completion: _____ Ready for final payment: _____ (days)
Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____ (days or dates)

RECOMMENDED:

APPROVED:

ACCEPTED:

By: _____
ENGINEER (Authorized Signature)

By: 
OWNER (Authorized Signature)

By: _____
CONTRACTOR (Authorized Signature)

Date: _____

Date: 5-10-2023

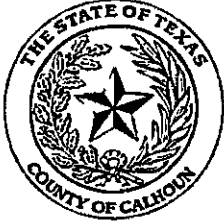
Date: _____

EJCDC 1910-8-8 (1998 Edition)
Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute.

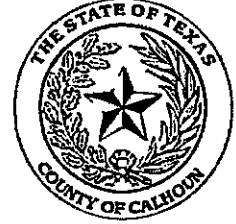
17

17. Consider and take necessary action to authorize \$12,250 to be paid with GOMESA funds for TPWD Trails Grant Boggy Bayou. (GDR)

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 27, 2023

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 May 3, 2023.

- Consider and take necessary action to authorize \$12,250 be paid with GOMESA funds for TPWD Trails Grant Boggy Bayou.

Sincerely,

Gary D. Reese

GDR/at

18

18. Consider and take necessary action to authorize the Calhoun County EMS Director to sign the attached Southern Software Agreement. (RHM)

Jason Warmuth with the EMS briefly explained the software.

RESULT: APPROVED [UNANIMOUS]

MOVER: Vern Lyssy, Commissioner Pct 2

SECONDER: David Hall, Commissioner Pct 1

AYES: Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

Mae Belle Cassel

From: Dustin.Jenkins@calhouncotx.org (Dustin Jenkins) <Dustin.Jenkins@calhouncotx.org>
Sent: Monday, May 1, 2023 11:27 AM
To: Mae Belle Cassel
Subject: Fwd: Southern Software Agreement
Attachments: Southern Software 2023 Agreement.pdf

Mae Belle,

I hope you are having a great day and everything is going great! Attached you will find our Southern Software Agreement. If you could place this on the next Commissioners Court Agenda for approval to sign, it would be greatly appreciated. Scanned in the same ".pdf" document you will find the 1295 and W-9.

Thanks,

Dustin

From: "Donna.Hall@calhouncotx.org (Donna Hall)" <Donna.Hall@calhouncotx.org>
To: "Dustin Jenkins" <Dustin.Jenkins@calhouncotx.org>
Date: Wed, 26 Apr 2023 08:27:11 -0500
Subject: Southern Software Agreement

Good morning Dustin,

I received the W-9 and 1295 Form from Southern Software. I have attached the agreement and IRS forms.

Donna

Donna Hall
Admin Asst
Calhoun Co EMS

Calhoun County Texas

J. Dustin Jenkins, DMin, MBA, LP
Director of Emergency Medical Services
705 Henry Barber Way
Calhoun County, TX
dustin.jenkins@calhouncotx.org
(361) 571-0014

Calhoun County Texas



SOUTHERN SOFTWARE, INC.
an employee-owned company

April 11, 2023

Greetings from Southern Software!!!

Everyone here at Southern Software hopes you and your families are well and have had a very blessed 2023 so far.

We are committed to providing you with outstanding support services and solid software solutions. You are an important part of our Southern Software Family and we value the partnership we have with you!

Enclosed you will find the 2023-2024 Annual Support Agreement(s). Please read the enclosed agreement(s), and be sure to note the highlighted areas as well as the period of coverage and the fee amount. **This agreement IS NOT A BILL, but intended to help you with your Budget Planning for the 2023-2024 Fiscal Year. We will invoice you one month prior to your annual renewal date.** At this time, we **only** ask that you **review, sign and return** the agreement to us stating that you have read and understand the coverage. **Please return to Southern Software via email at bmcneil@southernsoftware.com.** You may also return by fax at 910-695-0251 or mail to 150 Perry Drive, Southern Pines, NC 28387.

We have enclosed the regional training schedule for the year and hope you will join us for the training being held in your area. Registration for the classes will be on our website. Also, the Annual Users' Conference this year will be held October 30 – November 2 at the Myrtle Beach Grande Dunes Spa & Resort in Myrtle Beach, SC.

As always, we sincerely appreciate your business and look forward to working with you! If you have *any* questions, please call us at **1-800-842-8190**. We welcome and appreciate all of your ideas and concerns.

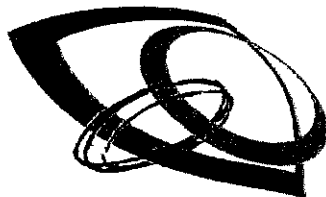
Sincerely,

Jennifer J. Meggs
CEO
Southern Software, Inc.
<><

2023

STATE TRAINING SCHEDULE

JANUARY 10 TH - 11 TH	SOUTH CAROLINA (CHARLESTON)	CHARLESTON AIRPORT PD
FEBRUARY 7 TH - 8 TH	FLORIDA (ORLANDO)	ADVENT HEALTH
MARCH 7 TH - 9 TH	ALABAMA (MONTGOMERY)	HILTON GARDEN INN
MARCH 21 ST - 22 ND	VIRGINIA (CHRISTIANSBURG)	MONTGOMERY CO SHERIFF'S OFFICE
APRIL 18 TH - 19 TH	GEORGIA (TIFTON)	ABAC'S GEORGIA AG MUSEUM
MAY 16 TH - 17 TH	TENNESSEE (FRANKLIN)	WILLIAMSON PUBLIC SAFETY CENTER
MAY 23 RD - 25 TH	TENNESSEE (PIGEON FORGE)	HILTON GARDEN INN
JUNE 6 TH - 8 TH	NORTH CAROLINA (CLYDE)	HAYWOOD PUBLIC SAFETY CENTER
JUNE 20 TH - 22 ND	NORTH CAROLINA (ROCKY MOUNT)	NASH COMMUNITY COLLEGE
JULY 18 TH - 19 TH	TEXAS (VICTORIA)	VICTORIA COLLEGE
AUGUST 1 ST - 2 ND	ARKANSAS (HOT SPRINGS)	HOT SPRINGS CONVENTION CENTER
AUGUST 15 TH - 17 TH	TEXAS (KAUFMAN)	KAUFMAN CIVIC CENTER



SOUTHERN SOFTWARE, INC.
an employee-owned company

**SOUTHERN SOFTWARE'S
ANNUAL SOFTWARE SUPPORT AGREEMENT
MOBILE DATA (MDIS)
24/7**

This support agreement covers 24 hours a day, seven days a week support.

Problem Resolution

Southern Software will provide customer support for mission critical operation of **MDIS**, 24 hours a day, seven days a week. This period includes holidays and weekends. This Agreement does not constitute a warranty but provides for mission critical problem resolutions at any time and non-mission critical problem resolutions of repeatable errors during normal business hours, EST. Southern Software cannot warrant the product will operate free of problems in perpetuity. Southern Software does not warrant third party software applications used in programs provided to customers, i.e., Microsoft® Word. The purpose of this Agreement is to provide the necessary technical assistance to ensure a timely problem resolution and to minimize downtime. This Agreement is not intended to provide around-the-clock assistance for problems not deemed to be operation critical. Mission critical is defined as "any problem that renders the entire system unstable or inoperable".

For problems covered under this Agreement, Southern Software will provide the following:

- Telephone response within five hours of notification of the problem. During this initial response, support personnel will determine the nature of the problem and severity. An attempt to resolve the problem will be made by giving instructions to the customer.
- Telephone response within one hour of notification of the problem after 5:00 p.m., EST and during holidays that fall on a normal work day. During this initial response, support personnel will determine the nature of the problem and severity. An attempt to resolve the problem will be made by giving instructions to the customer
- If this is unsuccessful or the severity too great, then Southern Software will escalate to a Level 2 response. A Level 2 response involves a support technician connecting remotely to the customer's network using industry standard secure remote diagnostic methods to attempt to resolve the problem.
- If the problem is unable to be detected or resolved with a Level 2 response, then a technician will be scheduled for an onsite visit. There is no cost to the customer for the onsite visit as long as the problem is with a Southern Software product or equipment covered by a Southern Software support contract and as long as the problem is not due to a virus or negligent actions/treatment.

The user understands support staff may provide a temporary fix. A permanent fix will be provided at a later date.

Program Updates

Southern Software will provide program updates to support customers as new updates, fixes and features are added. Updates will be made universally to all supported customers at one time. No custom programming will be performed.

Third Party

If, at any time, an update to a third party's software is required, Southern Software will not incur the cost of such upgrade.

System Administrator

The customer agrees to have a designated administrator (primary contact for support and update issues). It is highly desirable that the administrator be knowledgeable in networking and Windows® operating systems.

Data Backup Statement

The customer understands that it is the customer's responsibility to ensure data backups are being made daily and verified for accuracy.

Virus Statement

The customer agrees to have virus protection software loaded on each machine and agrees to update it weekly. (Southern Software recommends updating your virus protection software on each machine daily.) This support DOES NOT cover assistance in the recovery of damage caused by viruses or ransomware. Southern Software will charge a fee for virus recovery assistance

Items not covered under this annual support agreement

- **Installation and setup of new equipment.**
- **Transferring of data.**
- **Moving equipment from one site to another.**
- **On-site installation/reinstallation of Southern Software products or installation/reinstallation of third party software/products.**
- **Virus damage/recovery repair work.**
- **Recovery/repair work related to natural disasters such as lightning, floods, etc..**
- **Replacement of equipment that is out of warranty.**
- **Cost of upgrades to third party software including but not limited to Microsoft products (i.e. Office, SQL, etc.), Anti-virus software, remote connectivity products, etc. or cost of updates to operating systems.**
- **On-site Training.**
- **Interfaces with third party products.**
- **Data conversions**
- **Data loss due to drive crashes, machine failures, etc..**
- **Installation, Training and Data Conversions for Software Re-architecture.**

Benefits

- The Software Support Agreement only covers software developed by Southern Software.
- Toll-free telephone support, seven days a week, 24 hours a day including holidays.
- Software Updates for Southern Software products.
- Remote System Support.
- Annual User's Conference.
- Free hardware/network assessments for upgrades.
- Free follow-up/new employee training at Southern Software's office.
- Free web training.

System Access/Customer Responsibility

The customer agrees to provide a dedicated computer capable of remote access for support purposes. The computer designated for remote connectivity shall allow access to all computers on the network requiring support.

This Annual Software Support Agreement provides coverage that begins July 22, 2023 and ends July 21, 2024.

MDIS Annual Support \$893.00

By signing this document, you are confirming that you have read and understand the terms and conditions of the annual support agreement.

Important - Support Renewal Clause

A lapse in support renewal will require that all outstanding support balances be paid in full prior to reinstatement of support. Support fees are non-refundable.

Customer Representative Signature

Date

5/15/2023

CALHOUN COUNTY EMS TX S, TX - (MDIS)

Name of Department

NOTE: IF A PURCHASE ORDER NUMBER IS REQUIRED ON THE SUPPORT INVOICE PLEASE ENTER HERE _____. IF THE NUMBER IS NOT AVAILABLE AT THIS TIME, PLEASE FAX THE PURCHASE ORDER TO (910)695-0251 WHEN IT IS AVAILABLE.

☒ NO PURCHASE ORDER NUMBER WILL BE REQUIRED.

**Request for Taxpayer
Identification Number and Certification**

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

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

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <u>Southern Software, Inc.</u>	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) See instructions. <u>150 Perry Drive</u>	Requester's name and address (optional)
	6 City, state, and ZIP code <u>Southern Pines NC 28387</u>	
	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	
56	1648911

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 ► [Signature]

Date ► 4/25/23

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.

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:
2023-1011527

Date Filed:
04/25/2023

Date Acknowledged:

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

Southern Software, Inc.
Southern Pines, NC 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, TX

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.

042523
Software Support

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 John Roscoe, and my date of birth is 7/1/1962

My address is 1000 1st St (street) NC (city) NC (state) 28388 (zip code) USA (country)

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

Executed in Moore County, State of NC, on the 25 day of 4, 2023.
(month) (year)

John Roscoe
Signature of authorized agent of contracting business entity
(Declarant)

19

19. Consider and take necessary action to approve the contract between Calhoun County and MidTex Materials and authorize the County Judge to sign all necessary documents. MidTex Materials was awarded the Bid for Fly Ash – Road Materials, Bid Number 2023.06 for the period May 10, 2023 through December 31, 2023. (RHM)

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

Mae Belle Cassel

From: demi.cabrera@calhouncotx.org (demi.cabrera) <demi.cabrera@calhouncotx.org>
Sent: Wednesday, May 3, 2023 1:22 PM
To: MaeBelle.Cassel@calhouncotx.org
Subject: Agenda Item - May 10, 2023

MaeBelle,

Can you please put the following item on court on May 10, 2023.

- Consider and take necessary action to approve the contract between Calhoun County and MidTex Materials and authorize the County Judge to sign all necessary documents. MidTex Materials was awarded the Bid for Fly Ash – Road Materials, Bid Number 2023.06 for periods May 10, 2023 through December 31, 2023.

Thank you,

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

Calhoun County Texas

CONTRACT

THIS CONTRACT, made and entered into this 8 day of May, 2023 by, and between the County of Calhoun (hereinafter called "County") and Winter Materials, LLC (hereinafter called "Contractor/Hauler").

WITNESSETH:

WHEREAS, the Contractor/Hauler did on April 25, 2023 submit a BID for **FLY ASH - ROAD MATERIAL, Bid Number 2023.06** to be used by County Precincts in Calhoun County, Texas.

NOW, THEREFORE, in consideration of the following mutual agreement and covenant, it is understood and agreed by and between the parties hereto as follows:

- a) The Contractor/Hauler is hereby granted the sole and exclusive right and privilege within the territorial jurisdiction of the County and shall furnish all personnel, labor, equipment, trucks, and all other items necessary to perform all of the work and to deliver the Road Materials as described in the Contract Documents.
- b) The Contract Documents shall include the following documents, and this Contract does hereby expressly incorporate same herein as if fully set forth verbatim in this Contract:
 - i. Invitation to Bid, Instructions and Term of Contract;
 - ii. General Conditions;
 - iii. Bid Specifications and Conditions;
 - iv. Bid Form;
 - v. This instrument; and
 - vi. Any addenda or changes to the foregoing documents agreed to by the parties hereto.
- c) All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor/Hauler, and no amendment to this Contract shall be made except upon the written consent of the parties and approved by Calhoun County Commissioners Court. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.

INITIALS OF AWARDED CONTRACTOR/HAULER (IN INK): MS DATE: 5/3/23
INITIALS OF COUNTY (IN INK): RM DATE: 5-10-2023

d) This contract is entered into subject to the following conditions:

- 1) The Contractor/Hauler shall procure and keep in full force and effect throughout the term of this Contract all of the insurance policies specified in, and required by, the Contract Documents.
- 2) The Contractor/Hauler shall not be liable for the failure to wholly perform his duties if such failure is caused by force majeure. "Force Majeure" means a delay encountered by the Contractor/Hauler in the performance of its obligations under this Contract which is caused by an event beyond the reasonable control of the Contractor/Hauler. Without limiting the generality of the foregoing, "Force Majeure" shall include, but not restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors. Any event constituting a Force Majeure must be reported by the Contractor/Hauler to the County in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.
- 3) The Contractor/Hauler, when required, must deliver all materials ordered by the County within twenty-four (24) hours from the time of the order or the date and time specified by the County. In the event the Contractor/Hauler is unable to deliver the material(s) ordered within twenty-four (24) hours from the time of the order or the date and time specified by the County, the County reserves the right to cancel the order and re-order the said material(s) from the vendor which submitted the next lowest bid and can deliver within twenty-four (24) hours or the date and time specified by the County.
- 4) In the event that any provision or portion thereof of any Contract Document shall be found to be invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision or portion of the Contract Documents.

INITIALS OF AWARDED CONTRACTOR/HAULER (IN INK): MS

DATE: 5/3/23

INITIALS OF COUNTY (IN INK): RM

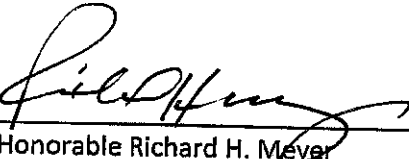
DATE: 5-10-2023

IN WITNESS WHEREOF, THE COUNTY AND CONTRACTOR/HAULER, have caused this Contract to be executed by their authorized agents in one original. Additional copies of the original executed Contract will be distributed to all appropriate parties.

The effective date of this Contract will begin on May 10, 2023 and end on December 31, 2023.

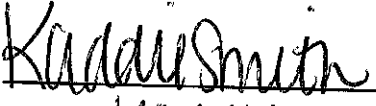
COUNTY:

CALHOUN COUNTY

By: 
Honorable Richard H. Meyer
Calhoun County Judge
Calhoun County Courthouse
211 S Ann Street
3rd Floor, Suite 301
Port Lavaca TX 77979

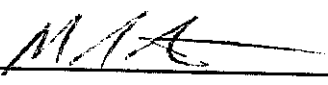
ATTEST:

CALHOUN COUNTY CLERK
ANNA GOODMAN

By: 
Print Name: Kaddie Smith
Title: deputy clerk

CONTRACTOR/HAULER:

MIDTEX MATERIALS, LLC

By: 

Print Name: MARK SCHMITT

Title: MANAGER

Address: PO Box 187

Fayetteville, TX 78940



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:
2023-1015858

Date Filed:
05/03/2023

Date Acknowledged:

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

Midtex Materials LLC
FAYETTEVILLE, 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, Texas

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.

2023.06

Fly Ash - Road Material, Bid Number 2023.06

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

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is MARK SCHMIT, and my date of birth is _____

My address is Fayetteville, TX, 78940, USA
(city) (state) (zip code) (country)

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

Executed in Fayette County, State of Texas, on the 3 day of May, 2023.
(month) (year)

M/S

Signature of authorized agent of contracting business entity
(Declarant)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/3/2023

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

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

PRODUCER ANCO Insurance PO Box 3889 Bryan TX 77805		CONTACT NAME: PHONE (A/C No. Ext): 979-776-2626 FAX (A/C No): 979-774-5372 E-MAIL ADDRESS: ancocentral@anco.com		
INSURED Mid-Tex Materials LLC K3 Transport LLC PO Box 187 Fayetteville TX 78940		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Acuity A Mutual Insurance Comp		14184
		INSURER B : Texas Mutual Insurance Company		22945
		INSURER C :		
		INSURER D :		
		INSURER E :		
		INSURER F :		

COVERAGES**CERTIFICATE NUMBER:** 939294906**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 SUBR INSD 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:		ZQ0831	2/5/2023	2/5/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		ZQ0831	2/5/2023	2/5/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000		ZQ0831	2/5/2023	2/5/2024	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	0001208761	2/6/2023	2/6/2024	☒ PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Equipment Floater Motor Truck Cargo		ZQ0831	2/5/2023	2/5/2024	Equipment Floater \$46,442 Motor Truck Cargo \$102,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
See attached Endorsement Forms: CG-2033(6-13); CG-7277; CG-7301 (12-19) CA-7214 (10-98); CA-7247(10-16); WC420304B

CERTIFICATE HOLDER**CANCELLATION**

Calhoun County, TX
202 South Ann street, SteB
Port Lavaca TX 77979
USA

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

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CONTRACT

THIS CONTRACT, made and entered into this 8 day of May, 2023 by,
and between the County of Calhoun (hereinafter called "County") and
MIDTEX MATERIALS, LLC (hereinafter called "Contractor/Hauler").

WITNESSETH:

WHEREAS, the Contractor/Hauler did on April 25, 2023 submit a BID for FLY ASH - ROAD
MATERIAL, Bid Number 2023.06 to be used by County Precincts in Calhoun County, Texas.

NOW, THEREFORE, in consideration of the following mutual agreement and covenant, it is
understood and agreed by and between the parties hereto as follows:

- a) The Contractor/Hauler is hereby granted the sole and exclusive right and privilege within
the territorial jurisdiction of the County and shall furnish all personnel, labor, equipment,
trucks, and all other items necessary to perform all of the work and to deliver the Road
Materials as described in the Contract Documents.
- b) The Contract Documents shall include the following documents, and this Contract does
hereby expressly incorporate same herein as if fully set forth verbatim in this Contract:
 - i. Invitation to Bid, Instructions and Term of Contract;
 - ii. General Conditions;
 - iii. Bid Specifications and Conditions;
 - iv. Bid Form;
 - v. This instrument; and
 - vi. Any addenda or changes to the foregoing documents agreed to by the parties
hereto.
- c) All provisions of the Contract Documents shall be strictly complied with and conformed
to by the Contractor/Hauler, and no amendment to this Contract shall be made except
upon the written consent of the parties and approved by Calhoun County Commissioners
Court. No amendment shall be construed to release either party from any obligation of
the Contract Documents except as specifically provided for in such amendment.

INITIALS OF AWARDED CONTRACTOR/HAULER (IN INK): MS DATE: 5/3/23
INITIALS OF COUNTY (IN INK): _____ DATE: _____

d) This contract is entered into subject to the following conditions:

- 1) The Contractor/Hauler shall procure and keep in full force and effect throughout the term of this Contract all of the insurance policies specified in, and required by, the Contract Documents.
- 2) The Contractor/Hauler shall not be liable for the failure to wholly perform his duties if such failure is caused by force majeure. "Force Majeure" means a delay encountered by the Contractor/Hauler in the performance of its obligations under this Contract which is caused by an event beyond the reasonable control of the Contractor/Hauler. Without limiting the generality of the foregoing, "Force Majeure" shall include, but not restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors. Any event constituting a Force Majeure must be reported by the Contractor/Hauler to the County in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.
- 3) The Contractor/Hauler, when required, must deliver all materials ordered by the County within twenty-four (24) hours from the time of the order or the date and time specified by the County. In the event the Contractor/Hauler is unable to deliver the material(s) ordered within twenty-four (24) hours from the time of the order or the date and time specified by the County, the County reserves the right to cancel the order and re-order the said material(s) from the vendor which submitted the next lowest bid and can deliver within twenty-four (24) hours or the date and time specified by the County.
- 4) In the event that any provision or portion thereof of any Contract Document shall be found to be invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision or portion of the Contract Documents.

INITIALS OF AWARDED CONTRACTOR/HAULER (IN INK): PS
INITIALS OF COUNTY (IN INK): _____

DATE: 5/3/03

IN WITNESS WHEREOF, THE COUNTY AND CONTRACTOR/HAULER, have caused this Contract to be executed by their authorized agents in one original. Additional copies of the original executed Contract will be distributed to all appropriate parties.

The effective date of this Contract will begin on May 10, 2023 and end on December 31, 2023.

COUNTY:

CALHOUN COUNTY

ATTEST:

CALHOUN COUNTY CLERK
ANNA GOODMAN

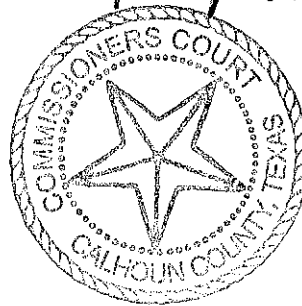
By: *Richard H. Meyer*

Honorable Richard H. Meyer
Calhoun County Judge
Calhoun County Courthouse
211 S Ann Street
3rd Floor, Suite 301
Port Lavaca TX 77979

By: *Kaddie Smith*

Print Name: *Kaddie Smith*

Title: *deputy clerk*



CONTRACTOR/HAULER:

MUTEX MATERIALS, LLC

By: *Mark Schmitt*

Print Name: *MARK SCHMITT*

Title: *MANAGER*

Address: *PO Box 187*

Fayetteville, TX 78940

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:
2023-1015858

Date Filed:
05/03/2023

Date Acknowledged:

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

Midtex Materials LLC
FAYETTEVILLE, 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, Texas

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.

2023.06

Fly Ash - Road Material, Bid Number 2023.06

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

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is MARK SCHMITT and my date of birth is _____

My address is, Fayetteville TX 78946 USA
(city) (state) (zip code) (country)

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

Executed in Fayette County, State of Texas, on the 3 day of May, 2023.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/3/2023

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

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

PRODUCER ANCO Insurance PO Box 3889 Bryan TX 77805		CONTACT NAME: PHONE (A/C, No, Ext): 979-776-2626 FAX (A/C, No): 979-774-5372 E-MAIL: ADDRESS: ancocentral@anco.com		
INSURED Mid-Tex Materials LLC K3 Transport LLC PO Box 187 Fayetteville TX 78940		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Acuity A Mutual Insurance Comp		14184
		INSURER B: Texas Mutual Insurance Company		22945
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 939294906

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 ☐ PROJECT ☐ LOC OTHER:			ZQ0831	2/5/2023	2/5/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			ZQ0831	2/5/2023	2/5/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTIONS 10,000			ZQ0831	2/5/2023	2/5/2024	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	0001208761	2/6/2023	2/6/2024	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Equipment Floater Motor Truck Cargo			ZQ0831	2/5/2023	2/5/2024	Equipment Floater \$46,442 Motor Truck Cargo \$102,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

See attached Endorsement Forms: CG-2033(6-13); CG-7277; CG-7301 (12-19) CA-7214 (10-98); CA-7247(10-16); WC420304B

CERTIFICATE HOLDER**CANCELLATION**Calhoun County, TX
202 South Ann street, SteB
Port Lavaca TX 77979
USA

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

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20. Consider and take necessary action to approve the contracts between Calhoun County and Rain King, Inc. and Calhoun County and Port Enterprises and authorize the County Judge to sign all necessary documents. Rain King was awarded the Roof Recover of the Calhoun County Agriculture Building and Port Enterprises was awarded the Roof Recover of the Calhoun County Courthouse Annex II Building and the Calhoun County Seadrift Public Library. (RHM)

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

Mae Belle Cassel

From: demi.cabrera@calhouncotx.org (demi.cabrera) <demi.cabrera@calhouncotx.org>
Sent: Wednesday, May 3, 2023 12:32 PM
To: MaeBelle.Cassel@calhouncotx.org
Cc: jamesrobbins@amtechsls.com; 'Rick Cantu'; 'Jonathan Parker'; 'everett wood'; cindy.mueller@calhouncotx.org
Subject: Agenda Item - Court May 10, 2023

Good Afternoon MaeBelle,

Can you please put the following item on the agenda for Commissioners Court May 10, 2023:

- Consider and take necessary action to approve the contracts between Calhoun County and Rain King, Inc. and Calhoun County and Port Enterprises and authorize the County Judge to sign all necessary documents. Rain King was awarded the Roof Recover of The Calhoun County Agriculture Building and Port Enterprises was awarded the Roof Recover of The Calhoun County Courthouse Annex II Building and the Calhoun County Seadrift Public Library.

Thank you,

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

Calhoun County Texas

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR**

THIS AGREEMENT is dated as of the 10th day of May in the year 2023, by and between **CALHOUN COUNTY** (hereinafter called OWNER) and **RAIN KING, INC.** (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

.01 THE WORK:

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

**CALHOUN COUNTY ROOF RECOVER OF ONE (1) COUNTY BUILDING:
THE CALHOUN COUNTY AGRICULTURE BUILDING**

The work is generally described as a roof recover at one (1) building in Calhoun County to include single ply overlay roofing systems. Raising of powered and non-powered mechanical equipment, replacement of non-mechanical vents and flashing systems. New sheet metal flashing and sheet metal edge terminations. Provide the owner with a WPI-8 certificate of windstorm compliance. The work is more particularly described in the Summary and Technical Specification sections of this project manual and shall include all general construction, roof repairs, mechanical and electrical modifications, and other work as indicated in the Project Manual.

.02 ARCHITECT:

The Project has been designed by Amtech Solutions, Inc., 4444 Corona Dr., Suite 207, Corpus Christi, Texas 78411, who is hereinafter called ARCHITECT and who will assume all duties and responsibilities and will have the rights and authority assigned to ARCHITECT in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

.03 CONTRACT TIMES:

a. Calendar Days

The Work shall be complete and ready for final payment in accordance with number 2. Contract Time on the Bid Form within **Forty (40) Calendar Days** from date established in Notice to Proceed issued by the ARCHITECT.

b. Rain Days

CONTRACTOR may be allowed an adjustment to the CONTRACT Times for "rain days", which are defined as follows.

1. Any day(s) in which rainfall occurs prior to 12:00 p.m. (noon), of such quantity that, in the opinion of OWNER's representative, would prevent a safe working environment for CONTRACTOR at the construction site.
2. Any day(s) following the above described "rain day(s)" in which the condition of the construction site, in the opinion of OWNER's representative, is not conducive to providing CONTRACTOR with a safe working environment at the site.

OWNER shall only consider an adjustment in Contract Times if CONTRACTOR submits a written request for "rain days" to OWNER's representative for review, by 10:00 a.m. on the Monday following the week in which the day(s) occurred. Failure to submit such a written request shall be a representation by CONTRACTOR that additional days are not warranted.

OWNER's representative shall review all requests when submitted and will have final on site determination for "rain days". Disagreements between CONTRACTOR and OWNER's representative shall be submitted to OWNER.

c. Liquidated Damages

OWNER and CONTRACTOR recognize that time is of the essence in this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in paragraph .03.a above, plus any extensions thereof allowed in accordance with B.01.02 Definitions - Contract Time of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time.

Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that, as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER **SIX HUNDRED AND FIFTY DOLLARS (\$650.00)** for each day that expires after the time specified in paragraph .03.a. This compensation shall be deducted from the retainage held by the OWNER.

CONTRACTOR hereby agrees that said sum per day is a fair estimate of the pecuniary damages which will be sustained by OWNER in the event that the Work is not complete within the agreed time, or within extensions of time properly granted in accordance with the Contract Documents. Said sum shall be considered as liquidated damages only and not a penalty, said damage being caused by loss of timely use of the Work other injury difficult to quantify.

For purposes of applying this liquidated damages clause, the CONTRACTOR agrees to waive as against the OWNER any defense to enforcement of said clause based on any of the following claims: (1) that the clause is a penalty; (2) that the

daily amount stated in the clause is not a reasonable estimate and approximation as of the time of contracting of OWNER's actual damages; (3) that the damages caused to OWNER by reason of delay were not difficult to estimate at the time of contracting.

.04 CONTRACT PRICE:

OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds as per CONTRACTOR's bid which forms a part of this contract. In no event shall the amounts payable pursuant to this **Contract exceed \$208,144.00 (Two Hundred Eight Thousand One Hundred Forty-Four Dollars and no cents) for the Calhoun County Agricultural Building**, plus the amount of any duly authorized change orders or contract amendments executed by OWNER.

.05 PAYMENT PROCEDURE:

CONTRACTOR shall submit Applications for Payment in accordance with B.09.04 Progress Payments to the Contractor in the General Conditions unless otherwise amended by the Contract Documents. Applications for Payment shall also include all required documentation indicated in Division 1 - General Requirements, Section 01025 of these Specifications. ENGINEER shall process Applications as provided in the General Conditions.

a. Progress Payments

OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER and as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in Article 2 of the General Conditions.

1. Progress payments will be in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold in accordance with Paragraph 14.02.B.5 of the General Conditions.
 - A. 90% of the Work completed (with the balance being retainage)
 - B. 90% (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in Paragraph 14.02.A.1 of the General Conditions).

2. Request for Payments

All requests for payments shall be divided into materials costs and labor/equipment costs. All requests for material payment shall be accompanied by CONTRACTOR's paid invoice for the material in accordance with Article 14.02.A.1 of the General Conditions.

b. Final Payment

Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph.

.06 CONTRACTOR's REPRESENTATIONS:

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- a. CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 7 herein) and the other related data identified in the Bidding Documents including "technical data."
- b. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
- c. CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- d. CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02.A of the General Conditions. CONTRACTOR accepts the determination set forth in the Supplementary Conditions to the extent of the "technical data" contained in such reports and drawings upon which CONTRACTOR is entitled to rely as provided in Paragraph 4.02.A of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and

programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

- f. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- g. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing and performing of the Work.

.07 CONTRACT DOCUMENTS:

The Contract Documents which comprise the entire Agreement between OWNER and CONTRACTOR shall include the following documents, and these Contract Documents do hereby expressly incorporate same as if fully set forth verbatim in this Contract Agreement:

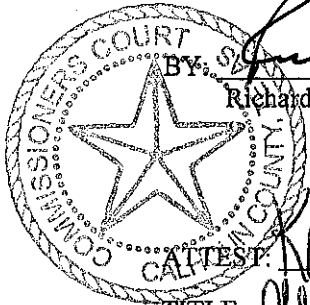
- a. This Agreement;
- b. Performance Bond;
- c. Payment Bond;
- d. Other Bonds
- e. General Conditions;
- f. Supplementary Conditions;
- g. General Conditions Calhoun County Texas;
- h. Specifications;
- i. Drawings;
- j. Addenda, if any;

- d. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement to be executed by their duly authorized officials in one original. Additional copies of the original executed Agreement will be distributed to all appropriate parties.

OWNER:

CALHOUN COUNTY



BY: Richard H. Meyer
Richard H. Meyer, County Judge

ATTEST:

TITLE:

Kaddie Smith
Deputy Clerk

ADDRESS: 211 S. Ann, Suite 301
Port Lavaca, Texas 77979

PHONE: (361) 553-4600

FAX: (361) 553-4444

CONTRACTOR:

Rain King, Inc.

BY:

Jared Cain

NAME/TITLE Jared Cain President

ATTEST:

TITLE:

John Johnson
Administrator

ADDRESS: 2006 Delmar
Victoria, Tx 77901

PHONE: 361-576-0606

FAX: 361-576-2089



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/10/2023

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

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

PRODUCER IBTX Risk Services 32335 US Hwy 281 N., Suite #102 Bulverde TX 78163	CONTACT NAME: Alba Enamorado PHONE (A/C No. Ext): 214-489-7100 FAX (A/C No): 210-686-8414 E-MAIL: service@ib-tx.com ADDRESS: service@ib-tx.com
INSURED Rain King, Inc. PO Box 192 Victoria TX 77902	INSURER(S) AFFORDING COVERAGE INSURER A: Imperium Insurance Company (HIIIG) INSURER B: Texas Mutual Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 35408 22945

COVERAGES

CERTIFICATE NUMBER: 1860321159

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab ☒ XCU GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:		CON-IIC-GL-0000112-00	12/31/2022	12/31/2023	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 - COM/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY		CON-IIC-CA-0000330-00	12/31/2022	12/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$		CON-IIC-CX-0000102-00	12/31/2022	12/31/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	0002087248	12/31/2022	12/31/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability and Auto policies include blanket additional insured endorsements (CG2010 10/01, CG2037 10/01, CG2037 12/19, IICCA3301 04/13) as required in a written contract with the Named Insured. The General Liability, Auto & Work Comp policies include a blanket waiver of subrogation endorsements (CGHIIIG2022 06/14, IICCA3301 04/13, WC420304B) as required in a written contract with the Named Insured. Primary Noncontributory wording per attached endorsements (CG2001 12/19, CA0449 11/18). Cancellation provisions-see attached (HIIIGL0103 06/20). Umbrella is follow form of the General Liability, Auto and Work Compensation policies subject to policy terms and conditions.

Certificate Holders Continued: Calhoun County, G&W Engineers and Amtech Solutions.

RE: Calhoun County Agricultural building.

CERTIFICATE HOLDER**CANCELLATION**

Calhoun County **Certificate Holders Continued** 211 S Ann St. Port Lavaca, TX 77979	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

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MERCHANTS
BONDING COMPANY™

MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

Performance Bond

Bond No. TXC615255

CONTRACTOR:

(Name, legal status and address)

Rain King, Inc.
2006 Delmar
Victoria, Texas 77901

SURETY:

(Name, legal status and principal place
of business)

Merchants Bonding Company (Mutual)
6700 Westown Parkway, West Des Moines, Iowa 50266

OWNER:

(Name, legal status and address)

Calhoun County
211 S Ann, Suite 301
Port Lavaca, TX 77979

CONSTRUCTION CONTRACT

Date: 2023

Amount: Two Hundred Eight Thousand One Hundred Forty Four & 00/100 (\$208,144.00)

Description:

(Name and location)

Calhoun County Roof Recover of One (1) County Building: The Calhoun County Agriculture
Building - 311 Henry Barber Way, Port Lavaca, Texas 77979

BOND

Date: 2023

(Not earlier than Construction Contract Date)

Amount: Two Hundred Eight Thousand One Hundred Forty Four & 00/100 (\$208,144.00)

Modifications to this Bond: ☒ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Rain King, Inc.

Signature:

Name Jared Cain
and Title: President

(Any additional signatures appear on the last page of this Performance Bond.)

SURETY

Company: (Corporate Seal)

Merchants Bonding Company (Mutual)

Signature:

Name Tricia Balolong
and Title: Attorney-In-Fact



(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Higginbotham Insurance Agency
500 N. Shoreline Blvd., Suite 1200
Corpus Christi, TX 78401
361-883-1711

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

Amtech Solutions Inc.
James Robbins, Corpus Christi Branch Manager
4444 Corona Drive, Ste 207
Corpus Christi, TX 78411
361-299-0000

Printed in cooperation with American Institute of Architects (AIA). The language in this document conforms exactly to the language used in AIA Document A312-Performance Bond-2010 edition.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract:

§ 5.2 Undertake to perform and complete the Construction Contract itself through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4 and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

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

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

SURETY

Company: _____
(Corporate Seal)

Signature: _____

Name and Title:

Address:

Signature: _____

Name and Title:

Address:

MERCHANTS BONDING COMPANY[™]

MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

Payment Bond

Bond No. TXC615255

CONTRACTOR:

(Name, legal status and address)

Rain King, Inc.
2006 Delmar
Victoria, Texas 77901

SURETY:

(Name, legal status and principal place
of business)

Merchants Bonding Company (Mutual)
6700 Westown Parkway, West Des Moines, Iowa 50266

OWNER:

(Name, legal status and address)

Calhoun County
211 S Ann, Suite 301
Port Lavaca, TX 77979

CONSTRUCTION CONTRACT

Date: , 2023

Amount: Two Hundred Eight Thousand One Hundred Forty Four & 00/100 (\$208,144.00)

Description:

(Name and location)

Calhoun County Roof Recover of One (1) County Building: The Calhoun County Agriculture
Building - 311 Henry Barber Way, Port Lavaca, Texas 77979

BOND

Date: , 2023

(Not earlier than Construction Contract Date)

Amount: Two Hundred Eight Thousand One Hundred Forty Four & 00/100 (\$208,144.00)

Modifications to this Bond: ☒ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Rain King, Inc.

Signature:

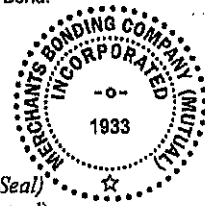
Name Jared Cain
and Title: President

SURETY

Company: (Corporate Seal)
Merchants Bonding Company (Mutual)

Signature:

Name Tricia Balolong
and Title: Attorney-In-Fact



(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Higginbotham Insurance Agency
500 N. Shoreline Blvd., Suite 1200
Corpus Christi, TX 78401
361-883-1711

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

Amtech Solutions Inc.
James Robbins, Corpus Christi Branch Manager
4444 Corona Drive, Ste 207
Corpus Christi, TX 78411
361-298-0000

Printed in cooperation with American Institute of Architects (AIA). The language in this document conforms exactly to the language used in AIA Document A312-Payment Bond-2010 edition.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3., the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed: and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2. or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

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

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____
(Corporate Seal)

Company: _____
(Corporate Seal)

Signature: _____

Signature: _____

Name and Title:

Name and Title:

Address:

Address:

MERCHANTS
BONDING COMPANY™

MERCHANTS BONDING COMPANY (MUTUAL) • P.O. BOX 14498 • DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 • FAX: (515) 243-3854

ADDENDUM TO BOND

This Addendum is in reference to the bond(s) to which it is attached.

Merchants Bonding Company (Mutual) ("Merchants") deems the digital or electronic image of Merchants' corporate seal below affixed to the bond(s) to the same extent as if a raised corporate seal was physically stamped or impressed upon the bond(s). The digital or electronic seal below shall have the same force and effect as though manually fixed to the bond(s).

All terms of the bond(s) remain the same.

Signed and effective March 23, 2020.

MERCHANTS BONDING COMPANY (MUTUAL)



By: Larry Taylor
Larry Taylor, President

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**

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

Rain King, Inc.
Victoria, TX United States

Certificate Number:
2023-1008504

Date Filed:
04/18/2023

Date Acknowledged:

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.

2023

Roof recover of Ag building.

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 Jared Cain, and my date of birth is _____

My address is:

Victoria

TX

77901

USA

(city)

(state)

(zip code)

(country)

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

Executed in Victoria County, State of Texas, on the 18 day of April, 2023
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR**

THIS AGREEMENT is dated as of the 10th day of MAY in the year 2023, by and between **CALHOUN COUNTY** (hereinafter called OWNER) and **PORT ENTERPRISES, LTD** (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

.01 THE WORK:

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

**CALHOUN COUNTY ROOF RECOVERS OF TWO (2) COUNTY BUILDINGS:
THE CALHOUN COUNTY COURTHOUSE ANNEX II
THE CALHOUN COUNTY SEADRIFT PUBLIC LIBRARY**

The work is generally described as roof recovers at two (2) buildings in Calhoun County to include single ply overlay roofing systems with additional tapered insulations. Raising of powered and non-powered mechanical equipment, replacement of non-mechanical vents and flashing systems. New sheet metal flashing and sheet metal edge terminations. Provide the owner with a WPI-8 certificate of windstorm compliance. The work is more particularly described in the Summary and Technical Specification sections of this project manual and shall include all general construction, roof repairs, mechanical and electrical modifications, and other work as indicated in the Project Manual.

.02 ARCHITECT:

The Project has been designed by Amtech Solutions, Inc., 4444 Corona Dr., Suite 207, Corpus Christi, Texas 78411, who is hereinafter called ARCHITECT and who will assume all duties and responsibilities and will have the rights and authority assigned to ARCHITECT in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

.03 CONTRACT TIMES:

a. Calendar Days

The Work shall be complete and ready for final payment in accordance with number 2. Contract Time on the Bid Form within **Ninety (90) Calendar Days** from date established in Notice to Proceed issued by the ARCHITECT.

b. Rain Days

CONTRACTOR may be allowed an adjustment to the CONTRACT Times for "rain days", which are defined as follows.

1. Any day(s) in which rainfall occurs prior to 12:00 p.m. (noon), of such quantity that, in the opinion of OWNER's representative, would prevent a safe working environment for CONTRACTOR at the construction site.
2. Any day(s) following the above described "rain day(s)" in which the condition of the construction site, in the opinion of OWNER's representative, is not conducive to providing CONTRACTOR with a safe working environment at the site.

OWNER shall only consider an adjustment in Contract Times if CONTRACTOR submits a written request for "rain days" to OWNER's representative for review, by 10:00 a.m. on the Monday following the week in which the day(s) occurred. Failure to submit such a written request shall be a representation by CONTRACTOR that additional days are not warranted.

OWNER's representative shall review all requests when submitted and will have final on site determination for "rain days". Disagreements between CONTRACTOR and OWNER's representative shall be submitted to OWNER.

c. Liquidated Damages

OWNER and CONTRACTOR recognize that time is of the essence in this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in paragraph .03.a above, plus any extensions thereof allowed in accordance with B.01.02 Definitions - Contract Time of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time.

Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that, as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER **SIX HUNDRED AND FIFTY DOLLARS (\$650.00)** for each day that expires after the time specified in paragraph .03.a. This compensation shall be deducted from the retainage held by the OWNER.

CONTRACTOR hereby agrees that said sum per day is a fair estimate of the pecuniary damages which will be sustained by OWNER in the event that the Work is not complete within the agreed time, or within extensions of time properly granted in accordance with the Contract Documents. Said sum shall be considered as liquidated damages only and not a penalty, said damage being caused by loss of timely use of the Work other injury difficult to quantify.

For purposes of applying these liquidated damages clause, the CONTRACTOR agrees to waive as against the OWNER any defense to enforcement of said clause based on any of the following claims: (1) that the clause is a penalty; (2) that the

daily amount stated in the clause is not a reasonable estimate and approximation as of the time of contracting of OWNER's actual damages; (3) that the damages caused to OWNER by reason of delay were not difficult to estimate at the time of contracting.

.04 CONTRACT PRICE:

OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds as per CONTRACTOR's bid which forms a part of this contract. In no event shall the amounts payable pursuant to this Contract exceed **\$125,065.00 (One Hundred Twenty-Five Thousand Sixty-Five Dollars and no cents) for the Calhoun County Courthouse Annex II and \$254,286.00 (Two Hundred Fifty-Four Thousand Two Hundred Eighty-Six Dollars and no cents) for the Calhoun County Seadrift Public Library**, plus the amount of any duly authorized change orders or contract amendments executed by OWNER.

.05 PAYMENT PROCEDURE:

CONTRACTOR shall submit Applications for Payment in accordance with B.09.04 Progress Payments to the Contractor in the General Conditions unless otherwise amended by the Contract Documents. Applications for Payment shall also include all required documentation indicated in Division 1 - General Requirements, Section 01025 of these Specifications. ENGINEER shall process Applications as provided in the General Conditions.

a. Progress Payments

OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER and as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in Article 2 of the General Conditions.

1. Progress payments will be in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold in accordance with Paragraph 14.02.B.5 of the General Conditions.
 - A. 90% of the Work completed (with the balance being retainage)
 - B. 90% (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in Paragraph 14.02.A.1 of the General Conditions).

2. Request for Payments

All requests for payments shall be divided into materials costs and labor/equipment costs. All requests for material payment shall be accompanied by CONTRACTOR's paid invoice for the material in accordance with Article 14.02.A.1 of the General Conditions.

b. Final Payment

Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph.

.06 CONTRACTOR's REPRESENTATIONS:

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- a. CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 7 herein) and the other related data identified in the Bidding Documents including "technical data."
- b. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
- c. CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- d. CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02.A of the General Conditions. CONTRACTOR accepts the determination set forth in the Supplementary Conditions to the extent of the "technical data" contained in such reports and drawings upon which CONTRACTOR is entitled to rely as provided in Paragraph 4.02.A of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and

programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

- f. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- g. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing and performing of the Work.

.07 CONTRACT DOCUMENTS:

The Contract Documents which comprise the entire Agreement between OWNER and CONTRACTOR shall include the following documents, and these Contract Documents do hereby expressly incorporate same as if fully set forth verbatim in this Contract Agreement:

- a. This Agreement;
- b. Performance Bond;
- c. Payment Bond;
- d. Other Bonds
- e. General Conditions;
- f. Supplementary Conditions;
- g. General Conditions Calhoun County Texas;
- h. Specifications;
- i. Drawings;
- j. Addenda, if any;

k. Exhibits to this Agreement:

- Notice to Proceed;
- CONTRACTOR'S Bid;
- Documentation submitted by CONTRACTOR prior to Notice of Award.

l. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

- Written Amendments;
- Work Order Directives;
- Change Order(s).

There are no Contract Documents other than those listed above in .07 Contract Documents.

The Contract Documents may only be amended, modified, supplemented or repealed in accordance with the appropriate provisions of Specification Section 01 2600 Contract Modification Procedures located in the Project Manual.

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

.08 MISCELLANEOUS:

- a. Terms used in this Agreement will have the meanings indicated in the General Conditions.
- b. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent(except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- c. OWNER and CONTRACTOR each bind itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

- d. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

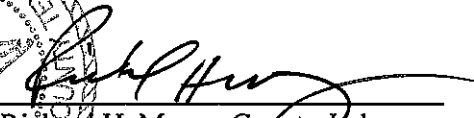
IN WITNESS WHEREOF, the parties hereto have signed this Agreement to be executed by their duly authorized officials in one original. Additional copies of the original executed Agreement will be distributed to all appropriate parties.

OWNER:

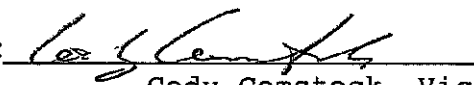
CONTRACTOR:

CALHOUN COUNTY

Port Enterprises, Ltd.

BY: 

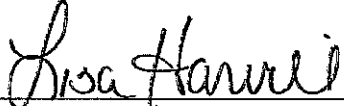
Richard H. Meyer, County Judge

BY: 

Cody Comstock, Vice President
for General Partner Port
Enterprises Roofing Inc.

NAME/TITLE

ATTEST: 

ATTEST: 

TITLE: deputy clerk

TITLE: Administrative Manager

ADDRESS: 211 S. Ann, Suite 301
Port Lavaca, Texas 77979

ADDRESS: 1955 Saratoga Blvd.
Corpus Christi, Texxas 78417

PHONE: (361) 553-4600

PHONE: 361-289-2944

FAX: (361) 553-4444

FAX: 361-289-7163

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:
2023-1003126

Date Filed:
04/05/2023

Date Acknowledged:

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

Port Enterprises, Ltd.
Corpus Christi, Texas 78417, 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.

Calhoun County Roof Recovers
Roofing 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 Chry Camstock, and my date of birth is _____

My address is _____ Corpus Christi Tx. 78417 Nueces
(city) (state) (zip code) (country)

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

Executed in Nueces County, State of Texas, on the 5th day of April, 20 23
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

**STATUTORY
PERFORMANCE
BOND**

(Texas Public Work)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

Bond No.: 107731260

KNOW ALL MEN BY THESE PRESENTS, that Port Enterprises, LTD

1955 Saratoga, Corpus Christi, 78417

(hereinafter called the Principal), as Principal and Travelers Casualty and Surety Company of America
(hereinafter called the Surety), as Surety, are held and firmly bound unto
Calhoun County

211 South Ann Street, Suite 301, Port Lavaca, TX 77979

(hereinafter called the Oblige), as Oblige, in the amount of

Two Hundred Fifty Four Thousand Two Hundred Eighty Six Dollars and 00/100 (\$254,286.00) dollars
for the payment where of, the said Principal and Surety bind themselves, and their heirs, administrators,
executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain contract with the Oblige, dated the 10 day of
may, 2023, to Calhoun County Roof Recovers of Two (2) County Buildings: The Calhoun
County Courthouse Annex II and The Calhoun County Seadrift Public Library

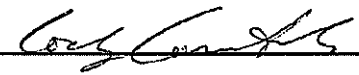
which contract is hereby referred to and made a part hereof and to the same extent if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall
faithfully perform the work in accordance with the plans, specifications and contract documents, then this
obligation shall be void; otherwise to remain in full force and effect.

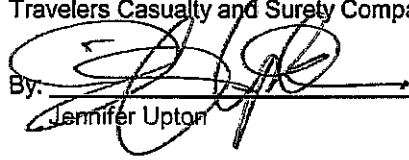
PROVIDED, HOWEVER, that this bond is executed pursuant to Chapter 2253 of the Texas Government Code
and all liabilities on this bond shall be determined in accordance with the provisions of said Code to the same
extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this
day of

Port Enterprises, LTD
(Principal)

By: 

Travelers Casualty and Surety Company of America

By: 
Jennifer Upton, Attorney-in-Fact

**STATUTORY
PAYMENT BOND**
(Texas Public Work)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

Bond No.: 107731260

KNOW ALL MEN BY THESE PRESENTS, that Port Enterprises, LTD

1955 Saratoga, Corpus Christi, 78417

(hereinafter called the Principal), as Principal and Travelers Casualty and Surety Company of America
(hereinafter called the Surety), as Surety, are held and firmly bound unto
Calhoun County

211 South Ann Street, Suite 301, Port Lavaca, TX 77979

(hereinafter called the Oblige), as Oblige, in the amount of

Two Hundred Fifty Four Thousand Two Hundred Eighty Six Dollars and 00/100 (\$254,286.00) Dollars
for the payment where of, the said Principal and Surety bind themselves, and their heirs, administrators,
executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain contract with the Oblige, dated the 10 day of MAY,
2023, to Calhoun County Roof Recovers of Two (2) County Buildings: The Calhoun County Courthouse
Annex II and The Calhoun County Seadrift Public Library

which contract is hereby referred to and made a part hereof and to the same extent if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay
all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for
in said contract, then, this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to Chapter 2253 of the Texas Government Code
and all liabilities on this bond shall be determined in accordance with the provisions of said Code to the same
extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this
day of

Port Enterprises, LTD
(Principal)

By: [Signature]

Travelers Casualty and Surety Company of America

By: [Signature]
Jennifer Upton, Attorney-in-Fact



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Jennifer Upton** of **FORT WORTH**, **Texas**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

City of Hartford ss.

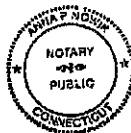
By: _____

Robert L. Raney
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**



Anna P. Nowik
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this _____ day of _____



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.

Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Travelers Casualty and Surety Company of America and its affiliates' toll-free telephone number for information or to make a complaint at:

1-800-328-2189

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P. O. Box 149104

Austin, TX 78714-9104

Fax: (512) 475-1771

Web: <http://www.tdi.state.tx.us>

E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact your Agent or Travelers first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND:

This notice is for information only and does not become a part or condition of the attached document and is given to comply with Texas legal and regulatory requirements.

RIDER

Travelers Casualty and Surety Company of America
Hartford, CT 06183

To be attached to and form a part of:

Bond No. 107731260

Type of Bond: Performance & Payment

Executed by Port Enterprises, LTD, as Principal, and by
Travelers Casualty and Surety Company of America, as Surety, in favor of Calhoun County
and dated _____.

In consideration of the premium charged for the attached bond, it is hereby agreed to change:

Bond Amount Increased by \$125,065.00

From: \$254,286.00

To: \$379,351.00

This rider is effective May 10, 2023.

This rider is executed upon the express condition that the surety's liability under said bond shall not be cumulative and shall in no event exceed the amount specifically set forth in said bond or any existing certificate changing the amount of said bond. The referenced bond shall be subject to all its agreements, limitations and conditions except as herein expressly modified.

Signed this 10th day of May, 2023.

Port Enterprises, LTD

(Principal)

By: _____

Travelers Casualty and Surety Company of America

By: _____

Jennifer Upton

, Attorney-in-Fact

Rider Accepted By: Calhoun County

(Obligee)

By: _____



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Jennifer Upton** of **FORT WORTH, Texas**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

By: _____

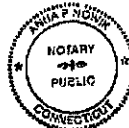
Robert L. Raney

Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026



Anna P. Nowik

Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this _____ day of _____



Kevin E. Hughes

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/12/2023

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

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

PRODUCER Frost Insurance - Victoria P O Box 2625 Victoria TX 77902		CONTACT NAME: Margery Hall PHONE (A/C, No, Ext): 361-580-9057 E-MAIL ADDRESS: jhall@frostinsurance.com FAX (A/C, No): 361-580-9065		
INSURED Port Enterprises LTD P O Box 1299 Manchaca TX 78652		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Navigators Insurance Co		42307
		INSURER B: National Fire Insurance Company of Hartford		20478
		INSURER C: Valley Forge Insurance Company		20508
		INSURER D: Texas Mutual Insurance Co.		22945
		INSURER E:		
INSURER F:				

COVERAGES

CERTIFICATE NUMBER: 1688251493

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ 25,000 - PD Ded GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:		7014679060	5/29/2022	5/29/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY		BUA 7014679074	5/29/2022	5/29/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0		HO22EXC907725IV	5/29/2022	5/29/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	0001088881	5/29/2022	5/29/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Calhoun County Roof Recovers of (2) County Buildings -
The Calhoun County Courthouse Annex II and The Calhoun County Seadrift Public Library

The General Liability and Auto Liability policies include a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability, Auto Liability and Workers Compensation policy includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract with the Named Insured and the certificate holder that requires such status.

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.

Calhoun County
211 S Ann, Suite 301
Port Lavaca TX 77979

AUTHORIZED REPRESENTATIVE

21

21. Consider and take necessary action to approve the Specifications and RFQ Packet for the Request for Qualifications for Engineering, Architectural and Surveying Services for the Calhoun County Crabbin' Bridge Project, RFQ 2023.05 and authorize the County Auditor to advertise for the RFQs. RFQS will be due before 2:00:00 PM on Thursday, June 2, 2023. Funds from the Matagorda Bay Mitigation Trust will be used for this project.
(RHM)

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

Mae Belle Cassel

From: demi.cabrera@calhouncotx.org (demi.cabrera) <demi.cabrera@calhouncotx.org>
Sent: Wednesday, May 3, 2023 3:30 PM
To: MaeBelle.Cassel@calhouncotx.org
Cc: David Hall; cindy.mueller@calhouncotx.org
Subject: Agenda Items - May 10, 2023

Good Afternoon MaeBelle,

Please place the following item on the Commissioners Court Agenda for May 10, 2023:

- Consider and take necessary action to approve the Specifications and RFQ Packet for the Request for Qualifications for Engineering, Architectural and Surveying Services for the Calhoun County Crabbin Bridge Project, RFQ 2023.05, and authorize the County Auditor to advertise for the RFQs. RFQs will be due before 2:00:00 PM, Thursday, June 1, 2023. Funds from the Matagorda Bay Mitigation Trust will be used for this project.

Thank you,

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

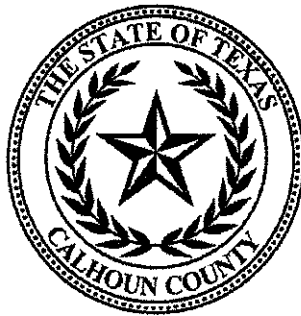
Calhoun County Texas

CALHOUN COUNTY, TEXAS

REQUEST FOR QUALIFICATIONS

ENGINEERING, ARCHITECTURAL AND SURVEYING SERVICES FOR THE CALHOUN COUNTY CRABBIN BRIDGE PROJECT

RFQ 2023.05



SEALED RFQS ARE DUE BEFORE:
2:00:00 PM, THURSDAY, JUNE 1, 2023

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

Public Opening of the RFQs will be conducted immediately after the closing of the 2:00:00 PM deadline, Thursday, June 1, 2023 in the County Judge's office, Calhoun County Courthouse, 211 South Ann Street, 3rd Floor, Suite 301, Port Lavaca, Texas 77979.

The RFQs will be considered for award Wednesday, June 14, 2023 during Calhoun County Commissioners Court. Award information will be sent to all bidders that submitted a Request for Qualifications and, as time permits, will be posted on the County's website (www.calhouncotx.org) under Public Notices, Bid Notices and Results, Results, 2023.

CONTENTS

- Request for Qualifications
- Specifications / Scope of Work
- General Conditions
- Required forms to be returned with the submitted RFQ
 - Affidavit
 - Certification Regarding Debarment & Suspension and Other Responsibility Matters
 - Certification Regarding Lobbying
 - Conflict of Interest Questionnaire (Form CIQ)
 - Copy of Current Certificate of Insurance that includes Professional Liability
 - Disclosure of Lobbying Activity
 - House Bill 89
 - Professional Liability Insurance – Must provide proof of current Professional Liability Insurance
 - Residence Certification
 - System for Award Management – Consultant/Firm, and its Principals, may not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM). Include verification that the company as well as the company's principles are not listed (are not debarred) through the System for Award Management (www.SAM.gov). Enclose a print out of the search results that includes the record date and verification that the Company, Corporation, Firm, or Partnership as well as their principles are not listed (are not debarred) through the System for Award Management.
- Required Contract Provisions
- Copy of Rating Sheet

REQUEST FOR QUALIFICATIONS

Notice is hereby given that the Commissioners Court of Calhoun County, Texas will receive sealed Requests for Qualifications for:

ENGINEERING, ARCHITECTURAL AND SURVEYING SERVICES FOR THE CALHOUN COUNTY CRABBIN BRIDGE PROJECT, RFQ 2023.05

The County is soliciting Request for Qualifications to provide engineering, comprehensive design, review, analysis, planning, surveys, studies, and other ancillary services necessary to implement the project under terms and conditions established by this RFQ and Calhoun County. Respondent chosen by the County for the Crabbin Bridge Project must have Professional Engineers, registered in the State of Texas, on staff and must have demonstrated experience in performing coastal engineering projects, including obtaining permits from the U.S. Army Corps of Engineers – Galveston District, for coastal engineering projects. Respondent must demonstrate a coastal presence of substantial history of coastal work and services within the Texas Coastal Management Zone and the ability to perform the services listed within this RFQ.

Funds from the Matagorda Bay Mitigation Trust (Water Keepers vs Formosa Plastics) will be used for the Calhoun County Crabbin Bridge Project.

The RFQ can be downloaded from the County's website, www.calhouncotx.org under Public Notices, Bid Notices and Results, Bid Notices, 2023, or by contacting Demi Cabrera, Assistant Auditor at 361-553-4613 or demi.cabrera@calhouncotx.org.

SEALED RFQs ARE DUE on or before 2:00:00 PM, Thursday, June 1, 2023. Immediately after the closing of the 2:00:00 PM deadline, all RFQs will be publicly opened and acknowledged in the County Judge's office in the Calhoun County Courthouse at 211 South Ann Street, 3rd Floor, Suite 301, Port Lavaca, Texas.

It is the responsibility of the submitting entity to ensure that the sealed Request for Qualifications is received in a timely manner. Calhoun County does not accept faxed or emailed RFQs. Calhoun County accepts no financial responsibility for any cost incurred by any entity in the course of responding to the RFQ. RFQs received after the deadline will not be considered for award, regardless of whether or not the delay was outside of the control of the submitting entity or individual.

All Request for Qualifications, consisting of one (1) USB flash drive, one (1) original and three (3) printed copies must be delivered to the office of the Calhoun County Judge before 2:00:00 PM, Thursday, June 1, 2023 in a sealed 9 x 12 or larger envelope, clearly marked on the outside: ENGINEERING, ARCHITECTURAL AND SURVEYING SERVICES FOR THE CALHOUN COUNTY CRABBIN BRIDGE PROJECT, RFQ 2023.05

The cell phone in the County Judge's office or the cell phone of the County Auditor's Representative will be the official clock that shall be used in determining the time the RFQ is received and the 2:00:00 PM deadline.

SEALED RFQs (1 USB, 1 Original and 3 Printed Copies) may be hand delivered or mailed to:

Honorable Richard H. Meyer
Calhoun County Judge
Calhoun County Courthouse
211 S. Ann St.,
3rd Floor, Suite 301
Port Lavaca, TX 77979

Calhoun County Commissioners Court reserves the right to waive any formality or irregularity, reject any or all RFQs and to accept the RFQ or RFQs deemed to be in the best interest of Calhoun County. Calhoun County reserves the right to negotiate with any and all entities or individuals submitting a Request for Qualifications, per the Texas Professional Services Procurement Act and the Uniform Grant and Contract Management Standards. Successful entity shall abide by all Local, State and Federal requirements within the RFQ.

Any award is contingent upon the successful negotiation of final contract terms, approval of contract by the County's Attorney and the approval and award by Calhoun County Commissioners Court.

Calhoun County is an Affirmative Active/Equal Opportunity Employer. Calhoun County does not discriminate on the basis of race, color, national origin, sex, sexual orientation, gender identity, religion, age or handicapped statues in the employment or the provision of services. Section 3 Residents, Small Business Enterprises, Minority Business Enterprises, Women Business Enterprises, and Labor Surplus Area Firms are encouraged to submit Request for Qualifications.

Cindy Mueller
County Auditor
Calhoun County, Texas

**SPECIFICATIONS
REQUEST FOR QUALIFICATIONS
ENGINEERING, ARCHITECTURAL, AND SURVEYING SERVICES
FOR THE CALHOUN COUNTY CRABBIN BRIDGE PROJECT
RFQ 2023.05**

GENERAL DESCRIPTION

Calhoun County is soliciting this Request for Qualifications (RFQ) for Engineering, Architectural, and Surveying Services in support of the Calhoun County Crabbin Bridge Project.

The County is soliciting Request for Qualifications to provide engineering, comprehensive design, review, analysis, planning, surveys, studies, and other ancillary services necessary to implement the project under terms and conditions established by this RFQ and Calhoun County. Respondent chosen by the County for the Crabbin Bridge Project must have Professional Engineers, registered in the State of Texas, on staff and must have demonstrated experience in performing coastal engineering projects, including obtaining permits from the U.S. Army Corps of Engineers – Galveston District, for coastal engineering projects. Respondent must demonstrate a coastal presence of substantial history of coastal work and services within the Texas Coastal Management Zone and the ability to perform the services listed within this RFQ.

The following outlines this Request for Qualifications.

I. Scope of Work/Services

The County is seeking engineering services necessary to implement the project, surveys and studies at Calhoun County Crabbin Bridge Project. This project may include activities such as lake shoreline restoration, marshland restoration, restoration and/or creation of bird islands, and construction of recreational outdoor infrastructure.

The County may require one or more of the following areas of expertise for the successful implementation of the Crabbin Bridge Project. The capability of Respondent to provide expertise in more than one (or all) of the services identified below will be considered favorably in the County's ranking and selection process. Respondent may subcontract for such services; however, existing relationships are preferred. All subcontracting relationships for services shall be clearly documented. No priority is implied by the order of the following services requested by the County.

Services

- Initial and Final Engineering and Design Support
- Bid and Award Support
- Contract Management and Construction Oversight
- Specialized Services
- Development of protection and restoration methods for lake shorelines, bird islands, coastal marshes and wetlands;
- Design of shore protection projects and coastal structures;
- Design of outdoor recreational infrastructure such as piers, boat ramps, pavilions, camping facilities, and habitat observation facilities;

- Economic analysis of public and/or private recreational and environmental benefits and cost allocation strategies;
- Development of construction plans and specifications, bid documents, and bid analysis;
- Regulatory issues and permitting management and oversight;
- Construction management and oversight;
- Study of lake shoreline processes and water and wind dynamics;
- Study of mechanics and dynamics of wind waves, sediment transport, and interaction with structures;
- Geotechnical and geophysical investigations necessary for the design of coastal engineering construction projects;
- Monitoring and data collection;
- Marsh and wetland monitoring;
- Study of flora, fauna, and habitats of coastal marshes, uplands and bayou environments;
- Study of hydraulics of river channels, bays, and inlets;
- Management planning and sediment source identification and quantification;
- Storm hazard analysis, failure analysis, probability, and certainty;
- Study of long-term response to coastal hazards, such as hurricanes, severe rain events and river overflow;
- Applications of dredging and the beneficial use of dredged materials;
- Independent engineering review of all above-mentioned services.

II. Statement of Qualifications

Qualifications shall be submitted in the following format. The detailed requirements in this Request for Qualifications are mandatory. Failure to adhere to the required format may be cause for rejection of the RFQ.

To facilitate selection review, submissions should conform to the following:

1. **Format:** Submit responses on single sided paper. The RFQ may be bound or in a binder.
2. **Report Content:**
 - a) **Cover Letter:** Briefly describe your ability and interest in conducting the described work. Letter must be signed by a person having authority to enter into a contract.
 - b) **Company Narrative:** Include: (1) The year the company was founded, background and history (and parent company, if applicable) and, if incorporated, the state in which the company is incorporated and the date of incorporation. If the company is an out-of-state entity, a Certificate of Authority to do business in Texas from the Secretary of State must be provided as an attachment; (2) The company ownership structure (corporation, partnership, LLC, or sole proprietor); (3) Location of company headquarters and location of the primary office(s) that will service any contract resulting from this RFQ, in addition to a listing of offices intended to support the contract with city, state, telephone number and email contact address.

- c) **Staffing Profile:** Name, address, telephone number and email address of the entity's point of contact for a possible contract resulting from this RFQ. Entity should provide brief resumes for key staff responsible for the performance of any contract resulting from this RFQ. The staff profile(s) should describe personnel by discipline and should identify the Texas Professional Engineer(s) who will sign/seal engineering work products.
- d) **Entity Justification:** Complete information regarding how the entity is qualified to provide the services described in the Scope of Services, focusing on the company's key strengths and advantage to Calhoun County to select the entity. Please note experience with State and Federally funded projects and include a list of past local government clients.
- e) **Major Sub-Consultant Information:** Entity must identify any sub-consultants with whom the entity intends to utilize in performing work under any work order resulting from this RFQ. Entity must indicate whether or not the entity holds any financial interest in any sub-consultant activities.
- f) **List of References:** Provide three (3) references familiar with your quality of work as it pertains to the referenced scope of work.
- g) **Scope of Work/Services:** Specify actual tasks to be performed under the services listed, but not limited to: Section I. Scope of Work and pages 10 thru 14 of Scope of Work.
- h) **Other Supporting Data:** Include the makeup of the project team, including sub-consultants (if applicable) and any other information you feel will be relevant to the selection of your company.
- i) **Required Forms:** All respondents must complete the following forms and return with the submission of the RFQ.
 - o Affidavit
 - o Conflict of Interest Questionnaire (Form CIQ)
 - o Certification Regarding Debarment & Suspension and Other Responsibility Matters
 - o Certification Regarding Lobbying
 - o Disclosure of Lobbying Activities
 - o House Bill 89
 - o Professional Liability Insurance – Must provide proof of current Professional Liability Insurance
 - o Residence Certification
 - o System for Award Management – Must provide a print out that includes the record date showing that the Company, and its Principals, have an active registration with the System for Award Management (www.SAM.gov) AND are not debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM).

Additional data, exhibits, statements and information which respondent feels will help ensure total understanding and evaluation of their RFQ may be submitted.

III. Evaluation Criteria

The RFQs received will be evaluated and ranked according to the following criteria:

Criteria	Maximum Points
Experience	60
Work Performance	25
Capacity to Perform	<u>15</u>
Total	100

Respondent's qualifications will be evaluated and the most qualified Respondent will be selected, subject to negotiation of fair and reasonable compensation.

IV. Small and minority businesses, women's business enterprises, and labor surplus area firms

Section 3 residents, small and minority businesses, women's business enterprises, and labor surplus area firms are encouraged to participate in this RFQ. If the awarded entity is a prime contractor and may use sub-contractors, the following affirmative steps are required of the prime contractor.

1. Placing qualified small and minority businesses, and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

V. Deadline for Submission

The complete submittal, consisting of one (1) USB, one (1) bound original and three (3) bound copies, of your Request for Qualifications and all required forms must be received in the County Judge's office before 2:00:00 PM, Thursday, June 1, 2023.

It is the responsibility of the submitting entity to ensure that the Request for Qualifications is received in a timely manner. Calhoun County does not accept faxed or emailed RFQs. RFQs received after the deadline will not be considered for award, regardless of whether or not the delay was outside the control of the submitting entity. Calhoun County accepts no financial responsibility for any cost incurred by any entity in the course of responding to the RFQ. The cell phone in the County Judge's office or the cell phone of the County Auditor's Representative will be the official clock that shall be used in determining the time the RFQ is received and the 2:00:00 PM deadline.

Sealed RFQs may be mailed or hand delivered to:

Honorable Richard H. Meyer
Calhoun County Judge
Calhoun County Courthouse
211 South Ann Street
3rd Floor, Suite 301
Port Lavaca, TX 77979

**The RFQ must be delivered in a sealed 9 x 12 or larger envelope clearly marked on the outside:
Engineering, Architectural and Surveying Services for the Calhoun County Crabbin Bridge
Project, RFQ 2023.05**

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SCOPE OF WORK

The Contractor shall provide the following scope of services:

SCOPE OF SERVICES REQUESTED

The engineering, architectural and surveying contract will encompass all project-related engineering, architectural and surveying services to Calhoun County under its Combined Dispatch Building project, including but not limited to the following:

Services

- Initial and Final Engineering and Design Support
- Bid and Award Support
- Contract Management and Construction Oversight
- Specialized Services
- Development of protection and restoration methods for lake shorelines, bird islands, coastal marshes and wetlands;
- Design of shore protection projects and coastal structures;
- Design of outdoor recreational infrastructure such as piers, boat ramps, pavilions, camping facilities, and habitat observation facilities;
- Economic analysis of public and/or private recreational and environmental benefits and cost allocation strategies;
- Development of construction plans and specifications, bid documents, and bid analysis;
- Regulatory issues and permitting management and oversight;
- Construction management and oversight;
- Study of lake shoreline processes and water and wind dynamics;
- Study of mechanics and dynamics of wind waves, sediment transport, and interaction with structures;
- Geotechnical and geophysical investigations necessary for the design of coastal engineering construction projects;
- Monitoring and data collection;
- Marsh and wetland monitoring;
- Study of flora, fauna, and habitats of coastal marshes, uplands and bayou environments;
- Study of hydraulics of river channels, bays, and inlets;
- Management planning and sediment source identification and quantification;
- Storm hazard analysis, failure analysis, probability, and certainty;
- Study of long-term response to coastal hazards, such as hurricanes, severe rain events and river overflow;
- Applications of dredging and the beneficial use of dredged materials;
- Independent engineering review of all above-mentioned services.

DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS

Respondents will be required to show the ability to provide all the Engineering services described below. Respondent shall then provide a detailed description of how they meet the requirement, describing their knowledge and experience, as well as providing discrete examples of previous work where applicable.

General Requirements

- Coordinate, as necessary, between Calhoun County and its service providers (i.e., Engineer, Environmental, Contracted Construction Company, and Grant Administrator, etc.) regarding project design services;
- Provide monthly project status updates;
- Funding release will be based on deliverables identified in the contract

Initial Engineering and Design Support

Respondents will be required to show the ability to provide all the Engineering services described below:

- Provide all project information necessary to ensure timely execution of the environmental review;
- Provide preliminary engineering, investigations, and drawings sufficient to achieve the preliminary design milestone, including at a minimum:
 - a. Cross sections/elevations
 - b. Project layout/staging areas
 - c. General notes
 - d. Special notes
 - e. Design details
 - f. Specifications
 - g. Utility relocation designs
 - h. Construction limits, including environmentally sensitive areas that should be avoided during construction
 - i. Required permits
 - j. Quantities
 - k. Estimate of construction costs to within +/- 25%
 - l. Schedules for design, permitting, acquisition and construction
- Design surveying, topographic and utility mapping;
- Perform subsurface explorations for project sites, as necessary;
- Prepare horizontal alignments/layouts for all proposed project alternatives necessary to fully describe the project scope, anticipated limitations, and potential project impacts;
- Recommend value engineering options (alternative design, construction methods, procurement, etc.) that may improve efficiency, expedite the schedule, or reduce project costs for Calhoun County;
- Identify, acquire and submit all necessary permits and approvals required for design approval and construction;

- Submit all necessary deliverables to the appropriate entity for review and comment. Adjust project and/or design to satisfactorily address any comments, as necessary;
- Prepare plans and profiles, including vertical design information for the selected alternative;
- Identify and address potential obstacles to project implementation (i.e., pipelines, easements, permitting, environmental, etc.) prior to moving forward with the final design;
- Support Calhoun County with acquisition or property/servitudes/right-of-way documentation as required by the City to facilitate the project, preparing right of way surveys and/or property boundary maps and legal descriptions of parcels to be acquired

Engineering and Final Design Support

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to final design support:

- Prepare plans and profiles, including necessary design information for the selected alternative sufficient to achieve all detailed design milestones. Examples include, but are not limited to:
 - a. Cross sections/elevations
 - b. Project layout/staging areas
 - c. General notes
 - d. Special notes
 - e. Design details
 - f. Specifications
 - g. Utility relocation designs
 - h. Construction limits, including environmentally sensitive areas that should be avoided during construction
 - i. Required permits
 - j. Quantities
 - k. Estimate of construction costs to within +/- 20%
 - l. Schedules for design, permitting, acquisition and construction
- Provide information to appropriate individuals for the development of environmental fund release reports and floodplain maps;
- Identify, acquire and submit all necessary permits and approvals required for design approval and construction;
- Provide hard copy, if necessary, reproducible plan drawings and bid documents, in addition to electronic copies to Calhoun County, upon design completion, and as requested during design. Electronic copies should be in the native format (AutoCAD DWG) along with PDF packages and should contain all corresponding references, databases, or files associated with the completed design documents;
- Assist Calhoun County and any service provider related to the project with all necessary documentation to ensure compliance with all Program requirements and regulations

Bid and Award Support

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to bid and award support:

- a. Submit appropriate items and support Calhoun County in the development of complete bid package;
- b. Prepare and assist Calhoun County in the advertisements for bid solicitation;
- c. Support development and issuance of bid-related documents necessary to complete bid process (e.g., bid proposal form, bid addenda and supporting documentation);
- d. Attend and support Calhoun County at pre-bid conference and bid opening;
- e. Support Calhoun County with ongoing communication during bid process;
- f. Support Calhoun County to complete bid tabulation and evaluation of responses and provide recommendation for award;
- g. Support Calhoun County to negotiate and finalize contract documents, including issuance of the Notice to Proceed, in accordance with program and Calhoun County requirements;
- h. Support Calhoun County in the conducting of a preconstruction conference

Contract Management and Construction Oversight

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to contract management and construction oversight:

- a. Ensure delivery of Calhoun County project in accordance with contract;
- b. Provide ongoing Construction Oversight Reports detailing the status of construction for Calhoun County project;
- c. Review all service provider submittals to ensure compliance with construction contract documents and provide recommendations to Calhoun County;
- d. Provide periodic and final inspections and tests reports, as required for the project;
- e. Provide on-site supervision and oversight of construction activities at a minimum on a bi-weekly basis or as directed by Calhoun County;
- f. Review Construction Change Orders and provide recommendation to Calhoun County as to appropriate action;
- g. Review invoice/draw requests and provide recommendation to Calhoun County as to appropriate action, in compliance with the construction contract documents;
- h. Obtain independent cost estimates for validation purposes, as required;
- i. Review and respond to requests for information/clarification;
- j. Support Calhoun County with issue identification and claims resolutions;
- k. Develop a final "as built" report of quantities, drawings, and specifications;
- l. Issue to the Calhoun County, for execution, a Certificate of Construction Completion within 30 days of final inspection approval;
- m. Deliver "as-built" drawings to the Calhoun County within 30 days of project completion;
- n. Host and/or attend project coordination meetings in person, by phone, or by video conference, which may or may not fall during normal business hours;
- o. Perform other contract management and construction oversight duties as required to ensure success of the Calhoun County project;

- p. Provide necessary certifications to regulatory agencies of project completion and compliance (ex. TCEQ);
- q. Submit all final invoices within 60 days after contract or work order expiration

Specialized Services

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to specialized services:

- a. Provide Geotechnical Investigations as may be required for a project;
- b. Provide Detailed Surveying as may be required for a project;
- c. Provide Site Specific Testing as may be required for a project;
- d. Provide Archeological Studies as may be required for a project;
- e. Provide Planning Studies as may be required for a project;
- f. Provide Feasibility Studies as may be required for a project;
- g. Provide Legal documentation for property and/or easements to be acquired (i.e., field notes, etc.);
- h. Provide Phase I and Phase II environmental site assessments as requested

CALHOUN COUNTY, TEXAS GENERAL CONDITIONS

General Conditions apply to all advertised Invitations to Bid (hereinafter called Bid), Request for Proposals (hereinafter called RFP), Request for Qualifications (hereinafter called RFQ), Contracts/Agreements/Leases (hereinafter called Contract); however these may be superseded in whole or in part by the scope, special requirements, specifications or special sections of Texas Government Code and/or Texas Local Government Code.

Governing Law:

Bidder/Vendor is advised that the Bid, RFP, RFQ, and/or Contract shall be fully governed by the laws of the State of Texas and that Calhoun County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of the Bid, RFP, RFQ, and/or Contract.

All parties agree that the venue for any litigation arising from this Bid, RFP, RFQ, and/or Contract shall be held in Port Lavaca, Calhoun County, Texas.

Completion of Bid, RFP, RFQ, and/or Contract Forms:

Once the Bid, RFP, RFQ, and/or Contract is released for bidding, Calhoun County will not answer any questions except through an addendum that has been approved by Calhoun County Commissioners Court or at a mandatory pre-bid meeting.

Complete, sign, and return to the Calhoun County Judge's Office the required number of Bid forms, RFP forms, RFQ forms, and/or Contracts, and any other required information by the day and time the Bid, RFP, RFQ, and/or Contract is due.

The Bid, RFP, RFQ, and/or Contract must be signed and dated by an officer, employee or agent who is duly authorized to execute this Bid, RFP, RFQ, and/or Contract, and affirms that this company, corporation, firm, partnership or individual has not prepared this Bid, RFP, RFQ, and/or Contract in collusion with any other bidder/vendor or any official or employee of Calhoun County, and that the contents of this Bid, RFP, RFQ, and/or Contract as to prices, terms or conditions of said Bid, RFP, RFQ, and/or Contract have not been communicated by the individual signing nor by any employee or agent to any other person engaged in this type of business or to any official or employee of Calhoun County prior to the official opening of this Bid, RFP, RFQ, and/or Contract.

The use of liquid paper or white out is not acceptable and may result in the disqualification of the bidders/vendor's Bid, RFP, RFQ, and/or Contract. If an error is made, the bidder/vendor must draw a line through the error and initial each change. All responses typed or handwritten in ink must be clear and legible.

Submission of Sealed Bid, RFP, RFQ, and/or Contract:

All Bids, RFPs, RFQs, and/or Contracts must be delivered to the County Judge's Office in a SEALED envelope. When submitting a SEALED Bid, RFP, RFQ, and/or Contract the envelope must be taped and/or glued closed in order for it to be accepted as a SEALED Bid, RFP, RFQ, and/or Contract.

The bidder/vendor must submit the original and required number of copies of their completed Bid, RFP, RFQ, and/or Contract and any additional required information/forms in a SEALED envelope to the Calhoun County Judge's Office, Calhoun County Courthouse, 211 South Ann Street, 3rd Floor, Suite 301, Port Lavaca, Texas. The Bid, RFP, RFQ, and/or Contract will specify the date and time due.

The cell phone in the County Judge's office or the cell phone of the County Auditor's Representative is the official clock that will be used in determining the time the Bid, RFP, RFQ, and/or Contract is received and the time deadline that the Bid, RFP, RFQ, and/or Contract will be opened. A late delivery with an early postmark or delivery of the Bid, RFP, RFQ, and/or Contract to the wrong office will not suffice. Bids, RFPs, RFQs, and/or Contracts received after the deadline will not be considered for award, regardless of whether or not the delay was outside of the control of the submitting bidder/vendor. The door to the County Judge's office will be closed once the due date and time has been reached and no other bids will be accepted.

Calhoun County will not be responsible for the delivery of your Bid, RFP, RFQ, and/or Contract to the office of the Calhoun County Judge. Calhoun County is not responsible for late deliveries due to postal mail or other mail delivery services delays. Calhoun County is not responsible for the delivery of the Bid, RFP, RFQ, and/or Contract to the wrong office. Calhoun County does not accept faxed or emailed Bids, RFPs, RFQs, and/or Contracts. If the bidder/vendor would like to confirm the delivery of their Bid, RFP, RFQ, and/or Contract, the bidder/vendor may call the Calhoun County Judge's office at 361-553-4600. Late Bids, RFPs, RFQs, and/or Contracts will not be accepted. Bids, RFPs, RFQs, and/or Contracts received after the deadline will not be opened and shall be considered void and unacceptable.

Bids, RFPs, RFQs, and/or Contracts must be submitted in a SEALED 9 x 12 or larger envelope, addressed as follows: Richard H. Meyer, County Judge, Calhoun County Courthouse, 211 S. Ann St., Suite 301, Port Lavaca, TX 77979.

The outside of the SEALED envelope must be clearly marked: SEALED BID (RFP, RFQ, or Contract) and the name of the Bid, RFP, RFQ, or Contract.

If the Bid, RFP, RFQ, and/or Contract is sent by UPS, FedEx or other delivery service, the outside of this envelope must be clearly marked: SEALED Bid (RFP, RFQ, or Contract) and the name of the Bid, RFP, RFQ, or Contract.

Withdrawal of Bid, RFP, RFQ, and/or Contract:

A bidder/vendor may withdraw their Bid, RFP, RFQ, and/or Contract before Calhoun County's acceptance of the Bid, RFP, RFQ, and/or Contract without prejudice to the bidder/vendor, by submitting a written request for its withdrawal to the Calhoun County Judge and mail or hand deliver to the address the Bid, RFP, RFQ, and/or Contract was submitted to.

A Bid, RFP, RFQ, and/or Contract that was opened are not subject to amendment, alteration, or change for the purpose of correcting an error in the Bid, RFP, RFQ, and/or Contract price. Bids, RFPs, RFQs, and/or Contracts containing an error may be offered "as is" or withdrawn by the bidder/vendor in accordance with applicable State Laws.

Opening and Award of Bid, RFP, RFQ, and/or Contract:

Bidders/vendors are invited to be present at the opening and awarding of the Bid, RFP, RFQ, and/or Contract.

Governing Forms:

In the event of any conflict between the terms and provisions of these conditions, the Bid, RFP or RFQ specifications or contract, if applicable, shall govern. In the event of any conflict of interpretation of any part of this overall document, Calhoun County's interpretation shall govern.

Addendums:

When specifications are revised, the Calhoun County Auditor's Office will send each bidder/vendor that received a Bid, RFP, RFQ, and/or Contract packet the addendum once it has been approved by Calhoun County Commissioners Court. No addendum can be sent out until Calhoun County Commissioners Court has approved the addendum or approved the addendum to be sent out by the Engineer with the approval from the County Commissioner or County Department in charge of the project.

Indemnification/Hold Harmless:

The successful bidder/vendor shall defend, indemnify and hold Calhoun County and its officials, agents, and employees harmless from all suits, actions, or for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from bidder's/vendor's performance. Bidder/vendor shall procure and maintain, with respect to the subject matter of this Bid, RFP, RFQ, and/or Contract, appropriate insurance coverage including, as a minimum, general liability and property damage, workers' compensation, employer's liability and auto insurance with adequate limits to cover bidder's/vendor's liability as may arise directly or indirectly from work performed under terms of this Bid, RFP, RFQ, and/or Contract. Certification of such coverage shall name, by policy endorsement, Calhoun County as an additional insured and be provided to Calhoun County upon request.

Waiver of Subrogation:

Bidder/vendor and bidder's/vendor's insurance carrier shall waive any and all rights whatsoever with regard to subrogation against Calhoun County and its respective officials, employees, and insurers as an indirect party to any suit arising out of personal or property damages resulting from bidder's/vendor's performance under this Bid, RFP, RFQ, and/or Contract. Insurers and all policies of insurance provided shall contain a provision and/or endorsement stating that the insurance carriers and underwriters waive all rights of subrogation in favor of Calhoun County and its respective officials, employees, and insurers.

Bonds:

If the Bid, or RFP, requires submission of bid or proposal guarantee and performance bond, there will be a separate page explaining those requirements. Bids or RFPs submitted without the required bid bond or cashier's checks are not acceptable.

Taxes:

Calhoun County is exempt from all sales tax (state, city and county sales tax) and federal excise taxes under Section 151.309 of the Texas Tax Code. Tax exempt forms will be furnished upon request to the bidder/vendor. Tax exempt forms can be obtained from the Calhoun County Auditor's Office. Bidder/vendor is to issue its Texas Resale Certificate to vendors and subcontractors for such items qualifying for this exemption, and further, bidder/vendor should state these items at cost.

Pricing:

Prices for all products/goods, services, and/or contracts shall be firm for the duration of the Bid, RFP, and/or Contract and shall be stated on the Bid, RFP, and/or Contract form. Prices shall be all inclusive. All prices must be written in ink or typewritten and must be legible.

Pricing on all transportation, freight, and other charges are to be prepaid by the bidder/vendor and included in the Bid, RFP, and/or Contract prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder/vendor must indicate the items required and their costs or forfeit the right to payment for such items. Additional charges added to the Bid, RFP, and/or Contract prices may void the Bid, RFP, and/or Contract.

Where unit pricing and extended pricing differ, unit pricing prevails.

Inspections:

Calhoun County reserves the right to inspect any products/goods or service location for compliance with specifications and requirements and needs of the using department before accepting them.

When applicable, Calhoun County reserves the right to enter upon any County leased premises at any time to inspect said premises.

Testing:

Calhoun County reserves the right to test equipment, supplies, materials, and products/goods bid, proposed, and/or agreed upon for quality, compliance with specifications and ability to meet the needs of the user. Should the equipment, supplies, materials, products/goods and/or services fail to meet requirements and/or be unavailable for evaluation, the Bid, RFP, and/or Contract is subject to rejection.

Material Safety Data Sheets:

Under the "Hazardous Communications Act", commonly known as the "Texas Right To Know Act", a bidder/vendor must provide to Calhoun County with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the bidder/vendor to furnish this documentation will be cause to reject any Bid, RFP, and/or Contract applying thereto.

Awards:

Calhoun County reserves the right to award this Bid, RFP, RFQ, and/or Contract on the basis of lowest and/or best Bid, RFP, RFQ, and/or Contract that met specifications in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder/vendor, to reject any or all Bids, RFPs, RFQs, and/or Contracts and to be the sole judge in determining which Bid, RFP, RFQ, and/or Contract will be most advantageous to Calhoun County.

Calhoun County will evaluate and may award a Bid, RFP, RFQ, and/or Contract based on lowest and/or best Bid, RFP, RFQ, and/or Contract meeting specifications. "Lowest and/or best Bid, RFP, RFQ, and/or Contract" means a bid or offer providing the best value considering associated direct and indirect costs, including transport, maintenance, reliability, life cycle, warranties, the county's past experience with the bidder/vendor and customer service after a sale.

Calhoun County reserves the right to accept and/or reject any/all of the options Bid, any/all of the RFPs, any/all of the RFQs, and/or any/all of the Contracts as it deems to be in the best interest of the County. An award is final only upon formal execution by Calhoun County Commissioners Court.

Per Local Government Code, Sec. 262.027, Calhoun County reserves the right to reject all Bids, RFPs, RFQs, and/or Contracts and to go out for new Bids, RFPs, RFQs, and/or Contracts.

In the event of tie Bids, RFPs, RFQs, and/or Contracts, the winning Bid, RFP, RFQ, and/or Contract is determined per the Texas Local Governmental Code 262.027(b).

Calhoun County, Texas is an Affirmative Action/Equal Opportunity Employer. The County does not discriminate on the basis of race, color, national origin, sex, sexual orientation, gender identity, religion, age or handicapped status in employment or the provision of services. Section 3 Residents, Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and labor surplus area firms are encouraged to submit Bids, RFPs, RFQs, and/or Contracts.

Assignment:

The successful bidder/vendor may not assign, sell, sublease or otherwise transfer the Bid, RFP, RFQ, and/or Contract without first obtaining the written approval of Calhoun County Commissioners Court.

A change in ownership or management shall cancel the Bid, RFP, RFQ, and/or Contract unless a mutual agreement is reached with the new owner or manager to continue the Bid, RFP, RFQ, and/or Contract under the awarded provisions and approved by Calhoun County Commissioners Court.

Term of the Bid, RFP, RFQ, and/or Contract:

If the Bid, RFP, RFQ, and/or Contract is intended to cover a specific time period, said time will be given in the specifications, instructions, and/or contracts.

Obligation of the Bid, RFP, RFQ, and/or Contract:

Bids, RFPs, RFQs, and/or Contracts are awarded only upon formal execution by Calhoun County Commissioners Court. If a contract is required, the Calhoun County Judge or other person authorized by Calhoun County Commissioners Court must sign the contract before it becomes binding on Calhoun County. No person is authorized to sign contracts until authorized by Calhoun County Commissioners Court. Calhoun County is not responsible for any contract signed without Commissioners Court approval.

Delivery:

All items shall be shipped F.O.B. inside (or site location) delivery unless otherwise stated in the specifications. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes Calhoun County to purchase supplies from the next lowest bidder/vendor that met specifications.

Rejections:

Articles not in accordance with samples and specifications must be removed by the bidder/vendor at the bidder's/vendor's expense.

All disputes concerning quality of equipment, supplies, materials, products/goods, and/or services delivered under this Bid, RFP, RFQ, and/or contract will be determined by Calhoun County Commissioners Court or their designated representative.

Termination:

Calhoun County reserves the right to terminate the Bid, RFP, RFQ, and/or Contract for default if the bidder/vendor breaches any of the terms therein, including warranties of bidder/vendor or if the bidder/vendor becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Calhoun County may have in law or equity.

Default may be construed as, but not limited to, failure to deliver the proper products/goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Calhoun County's satisfaction and/or to meet all other obligations and requirements.

Bids, RFPs, RFQs, and/or Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified. The bidder/vendor or Calhoun County must state therein the reasons for such cancellation. Calhoun County reserves the right to award cancelled Bid, RFP, RFQ, and/or Contract to the next lowest and best bidder/vendor that met specifications and is deemed to be in the best interest of Calhoun County.

Delinquent Property Taxes:

Calhoun County reserves the right to reject any Bid, RFP, RFQ, and/or Contract submitted by a bidder/vendor owing delinquent property taxes to Calhoun County, Texas.

If the bidder/vendor subsequently becomes delinquent in the payment of Calhoun County taxes this may be grounds for cancellation of the Bid, RFP, RFQ, and/or Contract. Despite anything to the contrary, if the bidder/vendor is delinquent in payment of Calhoun County taxes at the time of invoicing, bidder/vendor assigns any payments to be made under this Bid, RFP, RFQ, and/or Contract to the Calhoun County Tax Assessor Collector for the payment of delinquent taxes.

Certificate of Interested Parties – Form 1295

Section 2252.908 was added to the Government Code by the 84th Texas Legislature through adoption of House Bill 1295.

Senate Bill 255 adopted by the 85th Legislature Regular Session amended the law effective for contracts entered into or amended on or after January 1, 2018.

Additional exemptions from Form 1295 requirement were added for 1) a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity, 2) a contract with an electric utility as defined by Section 31.002 of the Utilities Code, or 3) a contract with a gas utility as defined by Section 121.001 of the Utilities Code.

Notarization of Form 1295 has been replaced by an unsworn statement under penalty of perjury by an authorized representative of the business entity.

The Texas Ethics Commission promulgated rules to implement the law and established an online portal: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

The law states that a County may not enter into a contract with a business entity unless a Certificate of Interested Parties (Form 1295) has been completed and provided to the County at the time the contract is considered for action by Commissioners Court.

The term "business entity" includes a sole proprietorship, partnership or corporation (whether for-profit or non-profit). The term "contract" includes amendment, extension or renewal of an existing contract (Bids, RFPs, and/or RFQs also require Form 1295).

The law does not apply to a Bid, RFP, RFQ, and/or Contract between the County and another governmental entity or state agency.

The county is required to file Form 1295 with the state within thirty (30) days of approving a contract, and/or awarding a Bid, RFP, RFQ, and/or Contract with a business entity. Governmental transparency is the objective of the law.

A business entity must generate Form 1295 online. A business entity must use the application at the Texas Ethics Commission website to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number and date filed in the box marked "Office Use Only" located at the top right hand corner of the form.

An authorized agent of the business entity must sign and complete the bottom portion of the printed copy of the form affirming under the penalty of perjury that the completed form is true and correct.

Calhoun County Commissioners Court will not consider for action any Contract with a business entity unless it is accompanied by a completed and signed Form 1295 or a signed statement declaring the provision of the law under which the business entity is exempt. A business entity will generate Form 1295 online after notification of award and submit with their signed contract. (See Attachment A to General Conditions)

No later than thirty (30) days after Calhoun County Commissioners Court approves a contract with a business entity, the Calhoun County Clerk will file acknowledgement of receipt of the Form 1295 with the Texas Ethics Commission. The Texas Ethics Commission will post the completed Form 1295 to its website within seven (7) business days after Calhoun County acknowledges receipt of the form.

Debarment:

Bidder/vendor certifies that at the time of submission of its (their) Bid, RFP, RFQ, and/or Contract, the bidder/vendor, as well as the bidder's/vendor's principals, are not on the federal government's list of suspended, ineligible or debarred bidders/vendors and that the bidder/vendor and its (their) principals have not been placed on this list between the time of the Bid, RFP, RFQ, and/or Contract submission and the time of execution of the Bid, RFP, RFQ, and/or Contract.

A print out of the search results that includes the record date showing that the Company, and its Principals, if any, have an active registration with the System for Award Management (www.SAM.gov) AND are not

debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM) must be included with the bidder's/vendor's Bid, RFP, RFQ, and/or Contract.

If bidder/vendor or its (their) principals are placed on this list during the term of the Bid, RFP, RFQ, and/or Contract, the bidder/vendor shall notify the Calhoun County Auditor. False certification or failure to notify may result in termination of the Bid, RFP, RFQ, and/or Contract for default.

Invoices and Payments:

All invoices are subject to approval by the Calhoun County Auditor's Office.

Invoices shall be billed to Calhoun County to the attention of the County Department that the invoice pertains to and, if applicable, have all necessary backup information needed.

Invoices shall be itemized (detailed) and free of sales tax (state, city and county sales tax) and federal excise taxes, if applicable.

Invoices that are not billed to Calhoun County to the attention of the County Department that the invoice pertains to, not itemized (detailed) and/or free of sales tax (state, city and county sales tax) and federal excise taxes, if applicable, may be returned to the bidder/vendor for corrections. Calhoun County will not incur any fees and/or charges for this request and/or delay in payment of the invoice(s) that was originally submitted incorrectly.

Approval of payment of all invoices will be made once the purchase order and invoice(s) are properly and timely submitted to the Calhoun County Treasurer's Office by the appropriate County department. Each County department is responsible for submitting their purchase orders for payment to the Calhoun County Treasurer's Office by the deadline time and date set forth by the Treasurer's office. No payment can be made or mailed out until approved by Calhoun County Commissioners Court. Purchase order due dates/times and Commissioners Court dates/times are subject to change.

Calhoun County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to the seller by the county.

Gratuities:

Calhoun County may, by written notice to the bidder/vendor, cancel any order and/or service without liability, if it is determined by Calhoun County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the bidder/vendor, or any agent or representative of the bidder/vendor to any official, employee, or agent of Calhoun County with a view toward securing a Bid, RFP, RFQ, Contract, order, and/or service.

In the event a Bid, RFP, RFQ, Contract, order, and/or service is canceled by Calhoun County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by bidder/vendor in providing such gratuities.

Warranty Product:

Bidder/vendor warrants that products/goods sold to and/or services provided to Calhoun County shall conform to the highest commercial and/or professional standards in the industry and laws established by the U.S. Department of Labor, U.S. Department of Homeland Security, Occupational Safety and Health Administration and OSHA Act of 1970.

In the event products/goods sold and/or services provided do not conform to OSHA Standards, where applicable, Calhoun County shall return the product/item for correction or replacement at the bidder's/vendor's expense. In the event that services do not conform to OSHA Standards, Calhoun County

may immediately stop the services and seek reimbursement for said services at the bidder's/vendor's expense.

In the event the bidder/vendor fails to make the appropriate correction within a reasonable time, correction made by Calhoun County shall be at the bidder's/vendor's expense.

Bidder/vendor shall not limit or exclude any implied warranties and any attempt to do so shall render this Bid, RFP, RFQ, and/or Contract voidable at the option of Calhoun County.

Bidder/vendor warrants that the products/goods and/or services furnished and/or performed will conform to the specifications, scope of work, general conditions, drawings, and/or descriptions listed in the Bid, RFP, RFQ, and/or Contract and to the sample(s) furnished by bidder/vendor, if any.

In the event of a conflict between the specifications, scope of work, general conditions, drawings, and/or descriptions, the specifications shall govern.

All products/goods must be new, in first class condition, unless otherwise specified. The design, strength and quality of materials must conform to the highest standards of manufacturing practice.

Products/goods, and/or services supplied and/or performed under this Bid, RFP, RFQ, and/or Contract shall be subject to Calhoun County's approval.

Successful bidder/vendor shall warrant that all products/goods and/or services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title. Any products/goods and are services found defective or not meeting specifications shall be picked up and promptly replaced or corrected to Calhoun County's satisfaction by the successful bidder/vendor at no expense to Calhoun County.

Cancellation:

Calhoun County shall have the right to cancel for default all or any part of the undelivered portion of an order and/or services if bidder/vendor breaches any of the terms hereof including warranties of bidder/vendor, or if the bidder/vendor becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Calhoun County may have in law or equity. Calhoun County shall not incur any fees and/or charges related to the cancellation. The bidder/vendor shall be responsible for any fees and/or charges that are related to the cancellation.

Force Majeure:

Force Majeure means a delay encountered by a party in the performance of its obligations under this Bid, RFP, RFQ, and/or Contract, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors.

In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Bid, RFP, RFQ, and/or Contract, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Bid, RFP, RFQ, and/or Contract from terminating in accordance with the termination provisions.

If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.

Waiver:

No claim or right arising out of a breach of any Bid, RFP, RFQ, and/or Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

Applicable Law:

To the extent it is applicable, this Bid, RFP, RFQ, and/or Contract shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the "Uniform Commercial Code" as adopted in the State of Texas as effective and in force on the date of this Bid, RFP, RFQ, and/or Contract. Otherwise, Texas state and federal law shall apply.

Prohibition against Personal Interest in Bids, RFPs, RFQs, and/or Contracts:

No official, employee, or agent of Calhoun County shall have financial interest, direct or indirect, in any Bid, RFP, RFQ, and/or Contract with Calhoun County, or shall be financially interested, directly or indirectly, in the sale/lease to Calhoun County of any land, materials, supplies, or service, except on behalf of Calhoun County as an official, employee, or agent. Any willful violation of this section shall constitute malfeasance in office, and any official, employee, or agent guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the company, corporation, firm, partnership, or individual contracting with Calhoun County shall render the Bid, RFP, RFQ, and/or Contract involved voidable by the Calhoun County Commissioners Court.

Insurance:

Proof (copy of bidder's/vendor's current insurance) of the below listed insurance may be required to be returned with the Bid, RFP, RFQ, and/or Contract.

As additional security for Calhoun County and as separate obligations of bidder/vendor not in conjunction with any other provisions of the Bid, RFP, RFQ, and/or Contract, bidder/vendor agrees to carry and maintain during the term of the Bid, RFP, RFQ, and/or Contract the minimum insurance coverages stated below.

Before commencing work, the successful bidder/vendor shall be required, at his own expense, to furnish the Calhoun County Auditor within ten (10) days of notification of award with a certificate(s) of liability insurance (Form ACORD 25 or equivalent) showing, at least, the following minimum insurance coverage to be in force throughout the term of the Bid, RFP, RFQ, and/or Contract. Higher rates and/or additional coverage may apply depending upon type of Bid, RFP, RFQ, and/or Contract.

- General Liability (\$100,000/\$300,000 or greater)
- Workers' Compensation (at Statutory Limits)
- Employer's Liability (\$1,000,000 or greater)
- Auto Insurance (\$100,000 BIPP/\$300,000 BIPO/\$100,000 PD or greater)
- Professional Liability Insurance (if applicable)
- Farm Liability Insurance (if applicable)

Coverages shall apply on an occurrence basis.

The certificate(s) must reflect, by policy endorsement, that Calhoun County, Texas is an additional insured on all required policies.

Each certificate of liability insurance (Form ACORD 25 or equivalent) to be furnished by successful bidder's/vendor's insurance agent shall include, by endorsement to the policy, a statement that a notice shall

be given to the Calhoun County Auditor by certified mail thirty (30) days prior to cancellation, material change, or non-renewal in coverage.

Calhoun County's receipt of or failure to object to any insurance certificates or policies submitted by the bidder/vendor does not release or diminish in any manner the liability or obligations of the bidder/vendor or constitute a waiver of any of the insurance requirements for the Bid, RFP, RFQ, and/or Contract.

Replacement certificate(s) of liability insurance (Form ACORD 25 or equivalent) evidencing continuation of such coverage and naming, by policy endorsement, Calhoun County as an additional insured, shall be furnished to the Calhoun County Auditor's office prior to the expiration of the current policies.

Should bidder/vendor at any time neglect, refuse to provide, or cancel the insurance required, Calhoun County shall have the right to terminate the Bid, RFP, RFQ, and/or Contract or pursue any remedy available by law.

The insurance coverage requirements in the Bid, RFP, RFQ, and/or contract will in no way be construed as limiting the scope of indemnification.

OSHA Requirements:

Bidder/vendor must meet all Federal and State OSHA requirements.

The bidder/vendor hereby guarantees to Calhoun County that all materials, supplies, equipment and/or services listed on the Bid, RFP, RFQ, Contract, Purchase Order or Invoice shall conform to the requirements, specifications and standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970, as amended and in force at the date hereof.

Protest Procedures:

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

Any actual or prospective bidder/vendor who believes they are aggrieved in connection with or pertaining to a Bid, RFP, RFQ, 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:

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

The Calhoun 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 Calhoun County Commissioners Court.

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

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

Public Information Act:

All governmental information is presumed to be available to the public. Certain exceptions may apply to the disclosure of the information. Bidder/Vendor waives any obligation to the release to the public of any documents submitted in accordance with the Bid, RFP, RFQ, and/or Contract. Governmental bodies shall promptly release requested information that is not confidential by law, either constitutional, statutory, or by judicial decision, or information for which an exception to disclosure has not been sought.

CALHOUN COUNTY AUDITOR

To request information from Calhoun County, please contact:

Calhoun County Auditor
Calhoun County Courthouse Annex II
202 S Ann St, Suite B
Port Lavaca, TX 77979
Phone: 361-553-4610
Fax: 361-553-4614

The Packet, Invitation for Bids, Request for Proposals and/or Request for Qualifications are posted on Calhoun County's website, www.calhouncotx.org, under Public Notices, Bid Notices and Results.

ATTACHMENT A

CALHOUN COUNTY, TEXAS GENERAL CONDITIONS

CERTIFICATE OF INTERESTED PARTIES FORM 1295

A business entity will generate Form 1295 online after notification of award and submit with their signed contract. Form 1295 must be filled out and submitted online, printed, complete #6, signed and returned with the Agreement, Contract, or Lease. *See Calhoun County, Texas – Policy of Compliance*

TO FILL OUT FORM 1295:

Go to: <https://www.ethics.state.tx.us/File>

1. If you have an account, log in and proceed with the process or if you do not have an account, follow the instructions to set up an account and then proceed with the process.
2. Submit and print a copy of the form which will contain a unique certification number and date submitted in the upper right hand box that is marked "Office Use Only".
3. The Respondent or an authorized agent of the Respondent must sign and date the printed copy of the form (making sure all of #6 is completed).
4. The completed Form 1295 must be included with your Agreement, Contract or Lease, when it is submitted to Calhoun County.

For help in filling out the form:

- #1 Name of Business Entity filing the form, and the City, State and Country of the Entity's place of business
- #2 Calhoun County, Texas
(Also, if applicable, insert name of County Department)
- #3
 - Contract number, if not given, can be the year or dates associated with the Agreement, Contract, Lease *or* if for a Bid, RFP, or RFQ, the Bid, RFP, RFQ number and dates the Bid, RFP, RFQ pertains to
 - Description is description of Agreement, Contract, Lease *or* name of Bid, RFP, RFQ

On #4 and #5, complete only the one that applies to you

#4 Fill in the correct information if this applies

OR

#5 Mark an X in the Box if this applies

#6 Fill in the correct information, submit and print
After printing, the respondent or an authorized agent of the respondent must sign and date (making sure all of #6 is completed)

When you print you should see a Certificate Number and Date in the upper right hand box that is marked "Office Use Only".

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

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

OFFICE USE ONLY

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

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

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.

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 _____, and my date of birth is _____.

My address _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country)

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Calhoun County, Texas
POLICY OF COMPLIANCE
SECTION 2252.908 TEXAS GOVERNMENT CODE
Approved by Commissioners Court January 28, 2016
Amended by Commissioners Court January 31, 2018 and September 14, 2022

BACKGROUND

Section 2252.908 was added to the Government Code by the 84th Texas Legislature through the adoption of House Bill 1295. The law states that the County may not enter into a contract with a business entity unless a Certificate of Interested Parties (Form 1295) is provided to the county at the time the contract is considered for action by Commissioner's Court. The term "business entity" includes a sole proprietorship, partnership or corporation (whether for-profit or non-profit). The term "contract" includes amendment, extension or renewal of an existing contract. The law does not apply to a contract between the County and another governmental entity or state agency. The county is required to file Form 1295 with the state within 30 days of approving a contract with a business entity. Governmental transparency is the objective of the law.

Senate Bill 255 adopted by the 85th Legislature Regular Session amended the law effective for contracts entered into or amended on or after January 1, 2018. Additional exemptions from Form 1295 requirement were added for 1) a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity, 2) a contract with an electric utility as defined by Section 31.002 of the Utilities Code, or 3) a contract with a gas utility as defined by Section 121.001 of the Utilities Code. Notarization of Form 1295 has been replaced by an unsworn statement under penalty of perjury by an authorized representative of the business entity.

The Texas Ethics Commission promulgated rules to implement the law and established an online portal https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. A business entity will generate Form 1295 online. Calhoun County will acknowledge online the receipt of Form 1295 after a contract is executed. Within seven business days, Form 1295 will be available for public viewing on the Commission's website.

COMPLAINT

Calhoun County Commissioners Court will not consider for action any contract with a business entity unless it is accompanied by a completed, signed Form 1295 or a signed statement declaring the provision of the law under which the business entity is exempt.

No later than 30 days after Commissioner's Court approves a contract with a non-exempt business entity, the **County Clerk** will file acknowledgement of receipt of the Form 1295 with the Texas Ethics Commission.

STATE OF TEXAS }

AFFIDAVIT

COUNTY OF _____ }

_____ being first duly sworn, deposes and says: that he or she is
(Type or Print Name)
the _____ of _____, having its
(Type or Print Title) (Type or Print Name of Company/Firm)
principal address at _____
(Type or Print Physical and Mailing Address)

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

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

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

- a) did not, directly or indirectly, induce or solicit anyone else to submit a false or sham bid/proposal;
- b) did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder/proposer or anyone else would submit a false or sham bid/proposal, or that anyone should refrain from submitting a bid/proposal or withdraw their bid/proposal;
- c) did not, in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the bid price/proposal of said bidder/proposer or of anyone else, or to raise or fix any overhead, profit or cost element of their price/fee or of that of anyone else;
- d) did not give, offer to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any official, employee or agent of Calhoun County in connection with the submitted bid/proposal; and
- e) did not, directly or indirectly, submit their bid/proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative hereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent, thereof, to any individual or group of individuals, or to any official, employee or agent of Calhoun County prior to the official opening of this bid/proposal.

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

Signature of Affiant

Printed Name and Title of Affiant

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

Signature of Notary Public

Notary Stamp/Seal

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

(2) the vendor:

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

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

or

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

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

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

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

7

Signature of vendor doing business with the governmental entity

Date

DEBARMENT & SUSPENSION

Executive Order 12549--Debarment and Suspension

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

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

Section 1. (a) To the extent permitted by law and subject to the limitations in Section 1(c), Executive departments and agencies shall participate in a system for debarment and suspension from programs and activities involving Federal financial and nonfinancial assistance and benefits. Debarment or suspension of a participant in a program by one agency shall have government-wide effect.

(b) Activities covered by this Order include but are not limited to: grants, cooperative agreements, contracts of assistance, loans, and loan guarantees.

(c) This Order does not cover procurement programs and activities, direct Federal statutory entitlements or mandatory awards, direct awards to foreign governments or public international organizations, benefits to an individual as a personal entitlement, or Federal employment.

Sec. 2. To the extent permitted by law, Executive departments and agencies shall:

(a) Follow government-wide criteria and government-wide minimum due process procedures when they act to debar or suspend participants in affected programs.

(b) Send to the agency designated pursuant to Section 5 identifying information concerning debarred and suspended participants in affected programs, participants who have agreed to exclusion from participation, and participants declared ineligible under applicable law, including Executive Orders. This information shall be included in the list to be maintained pursuant to Section 5.

(c) Not allow a party to participate in any affected program if any Executive department or agency has debarred, suspended, or otherwise excluded (to the extent specified in the exclusion agreement) that party from participation in an affected program. An agency may grant an exception permitting a debarred, suspended, or excluded party to participate in a particular transaction upon a written determination by the agency head or authorized designee stating the reason(s) for deviating from this Presidential policy. However, I intend that exceptions to this policy should be granted only infrequently.

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

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

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

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

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

Implementation in the SRF Programs

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

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

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

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

Additional References

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

CERTIFICATION REGARDING DEBARMENT & SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification.
- d. Have not within a three-year period preceding this application / proposal had one or more public transactions (federal, state, or local) terminated for cause of default.
- e. Acknowledge that all sub-contractors selected for this project must be in compliance with paragraphs (1) (a – d) of this certification.

Name and Title of Authorized Agent

Date

Signature of Authorized Agent

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

Certification Regarding Lobbying

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

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

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

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

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

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

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

Signature of Contractor's Authorized Official

Printed Name and Title of Contractor's Authorized Official

Date

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub awardee, e.g., the first sub awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

Disclosure of Lobbying Activities
 Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
 (See reverse for public burden disclosure)

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

HOUSE BILL 89 VERIFICATION FORM

Certification Required by Texas Government Code Section 2270.001

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

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

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

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

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

Company Name

Signature of Authorized Official

Printed Name of Authorized Official

Title of Authorized Official

Date

INSERT

CERTIFICATE OF PROFESSIONAL LIABILITY INSURANCE

- Must include proof (a copy) of your Current Certificate of Professional Liability Insurance

RESIDENCE CERTIFICATION

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

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

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

☐ I certify that _____ is a "Nonresident Bidder" of Texas
(Company Name)

as defined in Government Code §2252.001 and our principal place of business is

(City and State)

☐ I certify that _____ is a "Resident Bidder" of Texas as
(Company Name)

defined in Government Code §2252.001.

Signature of Authorized Agent

Printed Name and Title of Authorized Agent

Date

INSERT

SYSTEM FOR AWARD MANAGEMENT (SAM) RECORD SEARCH FOR COMPANY AND COMPANY'S PRINCIPAL(S), IF ANY

- Must include a printout of the search results that includes the record date showing that the Company, and its Principals, if any, have an active registration with the System for Award Management (www.SAM.gov) AND are not debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM).

REQUIRED CONTRACT PROVISIONS

2 CFR 200.326 Contract provisions. The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

All Contracts

THRESHOLD	PROVISION	CITATION
>\$150,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.	2 CFR 200 APPENDIX II (B)
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F)
None	Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
None	Records of non-Federal entities. The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas General Land Office (GLO), and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.	2 CFR 200.336
None	Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:	2 CFR 200.333

	(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity. (e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned. (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates). (1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. (2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.	
None	Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;	2 CFR 200.321

	(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.	
None	Verification No Boycott Israel. As required by Chapter 2270, Government Code, CONTRACTOR hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.	Texas Government Code 2270.002
None	Foreign Terrorist Organizations. Pursuant to Chapter 2252, Texas Government Code, [Company] represents and certifies that, at the time of execution of this Agreement neither [Company], nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.	Texas Government Code 2252.152
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of CDBG-DR funds. If no such funds are awarded, the contract shall terminate.	Optional

EO Clause for Construction Contracts > \$10K including administration & engineering contracts associated with construction contracts

THRESHOLD	PROVISION	CITATION
>\$10,000	Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." 41 CFR 60-1.4 Equal opportunity clause. (b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause: The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause: During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or	41 CFR §60-1.4(b) and 2 CFR 200 APPENDIX II (C)

	individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information. (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules.	

	regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings. (c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts. (d) Inclusion of the equal opportunity clause by reference. The equal opportunity clause may be included by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Director of OFCCP may designate. (e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written. (f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings. [80 FR 54975, Sept. 11, 2015]	

THRESHOLD	PROVISION	CITATION
>\$2,000	<i>Compliance with the Davis-Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5) and with the Copeland "Anti-Kickback" Act (18 U.S.C. 874; 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3):</i> Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.	2 CFR 200 APPENDIX II (D)
>\$100,000	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.	2 CFR 200 APPENDIX II (E)
>\$150,000	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	2 CFR 200 APPENDIX 11 (G)
>\$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or	2 CFR 200 APPENDIX 11 (1) and 24 CFR §570.303

	employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.	
>\$100,000	All Section 3 covered contracts shall include the following clause (referred to as the Section 3 clause): A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations. C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin. D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135. E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135. F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts. G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i)	24 CFR §135.38

	preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).	
	A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]	2 CFR 200 APPENDIX II (J)
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201

Rating Sheet

Engineering, Architectural, and Surveying Services

For the Calhoun County Crabbin Bridge Project

RFQ 2023.05

Recipient: Calhoun County

Matagorda Bay Mitigation Trust

Name of Respondent: _____

Date of Rating: _____

Evaluator's Name: _____

Experience -- Rate the respondent for experience in the following areas:

Comments

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Has previously designed _____ type of projects	20	_____
2. Has worked on federally funded construction projects	15	_____
3. Has worked on projects that were located in this general region. Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.319(b)	10	_____
4. Extent of experience in project construction management	15	_____
Subtotal, Experience - Enter Below	60	=====

Work Performance

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Past projects completed on schedule	10	_____
2. Manages projects within budgetary constraints	5	_____
3. Work product is of high quality	10	_____
Subtotal, Performance - Enter Below	25	=====

NOTE: Information necessary to assess the respondent on these criteria may be gathered from past experience with the respondent and/or by contacting past/current clients.

Capacity to Perform

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Staff Level / Experience of Staff	5	_____
2. Adequacy of Resources	5	_____
3. Professional liability insurance is in force	5	_____
Subtotal, Capacity to Perform - Enter Below	15	=====

TOTAL SCORE FROM EACH ABOVE CATEGORY

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
☐ Experience	60	_____
☐ Work Performance	25	_____
☐ Capacity to Perform	15	_____
TOTAL SCORE	100	=====

22

22. Consider and take necessary action to approve the following policies and applications for the Calhoun County Library: (RHM)

- a. Volunteer Application and Policy
- b. Community Service Application and Policy
- c. Revised Unattended Children Policy
- d. Chromebook Lending Agreement

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

Mae Belle Cassel

From: dsanchez@cclibrary.org (Dina Sanchez) <dsanchez@cclibrary.org>
Sent: Thursday, May 4, 2023 2:26 PM
To: Mae Belle Cassel
Subject: Commissioner's Court Agenda

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon, can you please add the following to the agenda for the next meeting:

- 1) Consider and take necessary action to approve the Calhoun County Library's Volunteer application and policy.
- 2) Consider and take necessary action to approve the Calhoun County Library's Community Service application and policy.
- 3) Consider and take necessary action to approve the Calhoun County Library's revised Unattended Children Policy
- 4) Consider and take necessary action to approve the Calhoun County Library's Chromebook Lending Agreement
- 5) Consider and take necessary action to approve the Calhoun County Library's Surplus/Salvage, Waste, and Donations lists for March and April.

I'm going to send all the attachments tomorrow (if that is okay). I have a board meeting today and have to get their approval for the applications and policies first.

Thank you,

Dina Sanchez

Calhoun County Library Director
(361) 552-7323

Calhoun County Texas



Calhoun County Public Library

Volunteer Policy

- If any of the rules on this sheet are not followed, you will be signed out and asked to leave.
- No swearing or demeaning comments to our patrons
- No insubordination (talking back to or disrespecting Library staff)
- The Calhoun County Library will not be held responsible for any lost/stolen phones or personal belongings.
- No smoking or chewing of tobacco is allowed regardless of your age.
- No weapons of any type
- No drugs or alcohol of any type
- The volunteer will abide by the following dress code:
 - No saggy/baggy pants
 - No crop tops
 - No Tank tops
 - No short shorts
 - Undergarments cannot be seen
 - No sandals or open toe shoes
 - No pajamas or slippers
 - No hats, caps, hoods, bandanas, or sunglasses
 - No clothing that displays, suggests, or advocates in words or graphics any drug, gang affiliation, violence, profanity, vulgarity, sex, alcohol or tobacco.
 - If you cannot wear it to school, you cannot wear it here.
- The Calhoun County Library has the right and authority to accept/deny applicants seeking to volunteer at the library.

I have read and agree to comply with the Volunteer Policy at the Calhoun County Library.

Print Name: _____

Signature: _____ Date: _____

Parent's Signature (If youth is under age 18)



Calhoun County Public Library

Volunteer Application

Name: _____

Address: _____

Phone Number: _____

Date of Birth: _____ Current Age: _____

In Case of an Emergency, notify:

Name: _____ Relationship to Applicant: _____

Phone Number: _____

Special Needs and/or Restrictions: _____

Name of Group/Club: _____

Name of Group Sponsor: _____

I understand and agree that:

- a) I will abide by all Calhoun County Public Library rules and regulations.
- b) The Calhoun County Public Library may contact my Sponsor.

I/we release and discharge the Calhoun County Public Library and its Trustees, Officers, Employees, and Agents from any and all claims, causes of action, losses or other damages resulting from, arising out of or relating in any way to my community service at the Calhoun County Public Library.

I affirm that all information in this application is true.

Applicant's Signature _____ Date: _____

For Applicants age 17 and younger

Parent/Legal Guardian _____ Date: _____

Telephone #: _____



Calhoun County Public Library

Community Service Policy

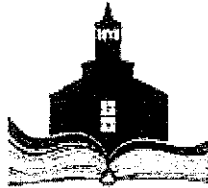
- If any of the rules on this sheet are not followed, you will be signed out and asked to leave.
- Community Service hours will not be allowed without the CSR timesheet.
- No swearing or demeaning comments to our patrons
- No insubordination (talking back to or disrespecting Library staff)
- The Community Service Worker (CSW) cannot bring children, family, or friends to the library while performing Community Service Restitution (CSR) hours.
- The CSW cannot talk to outside friends while completing CSR hours at the Library.
- The CSW cannot have their phone on them while completing CSR hours at the Library.
- If the CSW brings their phone or any personal belongings into the library, they will have to leave them behind the circulation desk.
- The Calhoun County Library will not be held responsible for any lost/stolen phones or personal belongings.
- No smoking or chewing of tobacco (this includes Vapes) is allowed regardless of your age.
- No weapons of any type
- No drugs or alcohol of any type
- The CSW will abide by the following dress code:
 - No saggy/baggy pants
 - No crop tops
 - No Tank tops
 - No short shorts
 - Undergarments cannot be seen
 - No sandals or open toe shoes
 - No pajamas or slippers
 - No hats, caps, hoods, bandanas, or sunglasses
 - No clothing that displays, suggests, or advocates in words or graphics any drug, gang affiliation, violence, profanity, vulgarity, sex, alcohol or tobacco.
- The Calhoun County Library has the right and authority to accept/deny applicants seeking to do community service at the library.

I have read and agree to comply with the Community Service Policy at the Calhoun County Library.

Print Name: _____

Signature: _____ Date: _____

Parent's Signature (If youth is under age 18)



Calhoun County Public Library

Community Service Application

Name: _____

Address: _____

Phone Number: _____

Date of Birth: _____ Current Age: _____

In Case of an Emergency, notify:

Name: _____ Relationship to Applicant _____

Phone Number: _____

Special Needs and/or Restrictions: _____

Name of Supervisor/Probation Officer: _____

Phone # of Supervisor/Probation Officer: _____

I understand and agree that:

- a) I will abide by all Calhoun County Public Library rules and regulations.
- b) The Calhoun County Public Library may contact my Supervisor/Probation Officer.

I/we release and discharge the Calhoun County Public Library and its Trustees, Officers, Employees, and Agents from any and all claims, causes of action, losses or other damages resulting from, arising out of or relating in any way to my community service at the Calhoun County Public Library.

I affirm that all information in this application is true.

Applicant's Signature _____ Date: _____

For Applicants age 17 and younger

Parent/Legal Guardian _____ Date: _____

Telephone #: _____

Calhoun County Public Library System

Unattended Children Policy

The Calhoun County Public Library System is a public facility that offers services to a wide range of citizens, and children are especially welcome. The library has the responsibility to provide an environment that is safe and comfortable for every patron who is appropriately using its services and facilities. The library does NOT serve as a daycare service and the Library staff has responsibilities that prevent them from providing appropriate supervision for children. Children and young people are expected to adhere to the same standards of patron conduct expected of adults. Parents, guardians, or assigned chaperones are responsible for the behavior of their children while in the library.

Children under the age of ~~seven~~ twelve should never be left unsupervised in any area of the library. If a parent cannot be located within 10 minutes, the staff will call the local law enforcement to report an abandoned child. Children ages twelve and up may be in the library unattended if it is appropriate to their maturity.

~~Older~~ Unattended children who are disruptive or misbehaving will be asked to leave the library; see policy on "Library Behavior". If the child cannot safely leave the library to return home on his or her own, staff will either allow the child to remain at the library under close supervision until a parent can be contacted (for no longer than 15 minutes) or will contact the local law enforcement, depending on the severity of the situation.

Unattended Children ~~who are old enough to be in the library on their own~~ will be asked about transportation approximately fifteen minutes prior to the library's closing. Children who have not been picked up at closing time will be given the opportunity to call a parent or other responsible adult. Children who have not been picked up within fifteen minutes after closing will be left in the care of the local law enforcement. Under no circumstances will staff transport children in a vehicle or accompany them home.

Library Board approved 7/6/00

Commissioners' Court approved 8/00

Library Board approved (revised) 1/6/11

Commissioners' Court approved 1/27/11

Calhoun County Public Library
Device-Specific Lending Agreement

Chromebooks

This form for individual devices must be completed *each time* a device is checked out. The 2-page Library's Lending Guidelines and Agreement for Electronic Devices and the Liability Waiver and Informed Consent Form must be completed one and on file before any electronic devices are checkout.

Use of a library Chromebook is subject to the terms and conditions set forth in this checkout agreement, and by checking out the Chromebook, you have agreed to the following:

- I have read and signed the Calhoun County Public Library's Lending Guidelines and Agreement for Electronic Devices. (Completed once. Duplicates of this file may be requested.)
- I understand that the Chromebook can be checked out for 14 days and may only be renewed 1 time, if there is no waiting list. The Chromebook must be returned to the Library by the due date with all included accessories. If the Chromebook is not returned within 24 hours of the due date, the Chromebook will be disabled and will no longer be usable. An overdue fine of \$5 per day will be assessed. Failure to return the device will result in a replacement charge of \$400. The library reserves the right to refuse checkout to patrons who abuse the Chromebooks or repeatedly return them late.
- I understand that the Chromebook may NOT be returned in the book drop; it MUST be returned to the circulation desk during library operating hours. If I do not return the Chromebook to the library in good working condition with all included accessories, I may be charged a replacement cost of \$400 for Chromebook. For lost/broken accessories, I may be charged \$20 for charging cable/adaptor and \$20 for carrying case.
- I understand that the library is not responsible for any files, data, or personal information accessed, transmitted, lost or damaged while accessing the Internet via the Chromebook. By signing this agreement, I accept the above checkout agreement and am stating that I am responsible for returning this equipment to the library in good working condition and free from damage.

Patron Name (please print): _____ Library Card #: _____

Patron Signature: _____ Date: _____

Phone Number: _____ Email: _____

Staff Use Only : Chromebook # _____ Chromebook Serial# _____

Check Out: Please check to ensure that all pieces of equipment are present at the time of checkout.

_____ Chromebook _____ USB-C Charging Cable _____ Power Adapter _____ Carrying Case

Staff Initials _____ Date _____ Copy of Driver's License _____ Deposit _____

Check in: Please check to ensure that all pieces of equipment are present at the time of check in.

_____ Chromebook _____ USB-C Charging Cable _____ Power Adapter _____ Carrying Case

Staff Initials _____ Date _____ Return Deposit _____

Calhoun County Library System

Community Service Information Sheet Form

Name: _____

Address: _____

Phone Number: _____

In Case of Emergency, Notify:

Name: _____

Phone Number: _____

Educational Level (circle on) Elementary 6 7 8 9 10 11 12 College

Special Needs and/or Restrictions: _____

By signing below, you agree to abide by the rules and regulations of The Calhoun County Library System. You agree to perform the tasks assigned to you to the best of your ability.

Signature

Parent signature if minor

Date: _____

23

23. Consider and take necessary action to approve the attached Surplus/Salvage, Waste and Donation lists from the Calhoun County Library for March and April. (RHM)

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

Calhoun County, Texas

SURPLUS/SALVAGE DECLARATION REQUEST FORM

Department Name: Calhoun County Library
Date: March 2023

[illegible]

Calhoun County Public Library System

(361) 552-7323

200 W. Mahan

Port Lavaca, Texas 77979

Report March 2023

I would like the following to be declared **Surplus/Salvage**

3 Books

5 Pbks

2 dvds

Calhoun County Public Library System

(361) 552-7323

200 W. Mahan

Port Lavaca, Texas 77979

Report April 2023

I would like the following to be declared **Surplus/Salvage**

12 Paperbacks

Calhoun County, Texas

SURPLUS/SALVAGE DECLARATION REQUEST FORM

Department Name: Calhoun County Library
Date: April 2023

[illegible]

Calhoun County Public Library System

(361) 552-7323

200 W. Mahan

Port Lavaca, Texas 77979

Report March 2023

I would like the following items to be declared waste

6 pbks

Calhoun County Public Library System

(361) 552-7323

200 W. Mahan

Port Lavaca, Texas 77979

Report April 2023

I would like the following items to be declared waste

12 Books

42 Magazines

Calhoun County Public Library System

(361) 552-7323

200 W. Mahan

Port Lavaca, Texas 77979

Report March 2023

The following materials have been donated to the Calhoun County Public Library System during the month of March 2023

Books

1

1

32

Donor

Margaret Riley

Patty Esquivel

Unknown

Paperbacks

10

1

1

Donor

Ruth James

Delia Martinez

Jane Taylor

DVD

3

2

Donor

Barry Hunter

Unknown

Others

11 cds

Donor

Barry Hunter

Calhoun County Public Library System
(361) 552-7323
200 W. Mahan
Port Lavaca, Texas 77979

Report April 2023

The following materials have been donated to the Calhoun County Public Library System during the month of April 2023

Books

5
1
4
3
36

Donor

Gerald Munoz
Jody Thorne
Barbara Willoughby
Crystal Pass
Unknown

Paperbacks

6
28
32

Donor

Layla Banda
Cynthia Nichols
Unknown

DVD

8
8
12

Donor

Barry Hunter
Magda Wyatt
Unknown

Others

18 Magazines
86 Magazines
24 Magazines

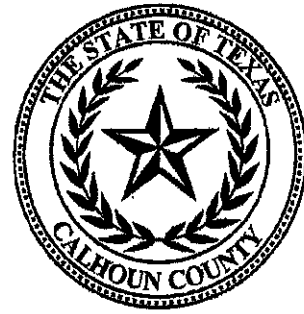
Donor

Patricia Lawson
W.H. Bauer
Barbara Willoughby

24

24. Approve the minutes of the April 19, 2023 and April 26, 2023 meetings.

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



April 19, 2023

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
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 10 a.m. by Judge Richard Meyer

2. Invocation.

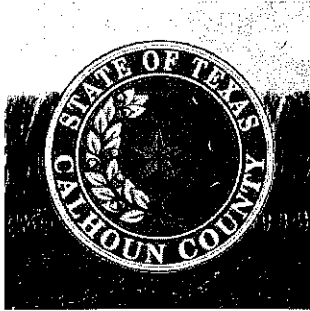
Commissioner David Hall

3. Pledges of Allegiance.

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

4. General Discussion of Public Matters and Public Participation.

n/a

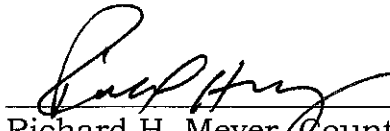


Richard H. Meyer
County Judge

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

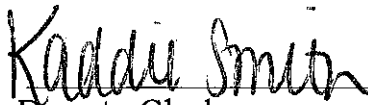
The Commissioners' Court of Calhoun County, Texas met on Wednesday,
April 19, 2023, at 10:00 a.m. in the Commissioners' Courtroom in the County Courthouse at
211 S. Ann Street, Suite 104, Port Lavaca, Calhoun County, Texas.

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

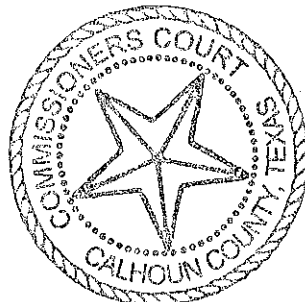

Richard H. Meyer County Judge
Calhoun County, Texas

5-10-2023
Date

Anna Goodman, County Clerk


Deputy Clerk

5-10-23
Date



5. Consider and take necessary action to cancel the June 26, 2023 meeting. (RHM)

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

6. Consider and take necessary action to accept a Gift Deed for property described as A0061 Benjamin Cooper, Block 1, Tract PT 7, W M Carter S/D, 1.854 acres, also known as Carpenter Lane, transferring ownership to Calhoun County and dedicating it as a County Road named Brown Road, from the Phyllis Brown Estate, C/O Becky Ramirez and add it to Precinct 1 Road Inventory. (DEH)

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

7. Consider and take necessary action to transfer \$65,739.69 from the ARP Radio Project to the Combined Dispatch Building Project. (DEH)

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 to approve the final payment in the amount of \$20,250.00 to G & W Engineers for infrastructure at Little Chocolate Bayou County Park Work Order No. E-1 associated with GLO contract No. 20-065-064-C182. (DEH)

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

9. Consider and take necessary action to approve an Addendum for Cintas Uniform Services for Precinct 1 and authorize Commissioner Hall to sign all pertinent documents. (DEH)

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

10. Public Hearing regarding a Request to Vacate and Abandon a portion of unconstructed public alley in the Alamo Beach Townsite described as 0.09-acre situated in the Narciso Cavassos Survey, Abstract No. 3 of Calhoun County, Texas and being a part of the 20.00-foot wide alley in Block 138 of the Alamo Beach Townsite recorded in Volume V, Page 1 of the Calhoun County Deed Records, Port Lavaca, Texas further described in the Application. Property Owner Is: D&T River Properties, LLC.

Regular meeting closed: 10:05
Anne Marie Odefey explained the Request to Vacate.
Meeting opened: 10:07

11. Consider and take necessary action to Vacate and Abandon a portion of unconstructed public alley in the Alamo Beach Townsite described as 0.09-acre situated in the Narciso Cavassos Survey, Abstract No. 3 of Calhoun County, Texas and being a part of the 20.00-foot wide alley in Block 138 of the Alamo Beach Townsite recorded in Volume V, Page 1 of the Calhoun County Deed Records, Port Lavaca, Texas further described in the Application. Property Owner Is: D&T River Properties, LLC. (DEH)

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

12. Consider and take necessary action to approve a variance request to the current Calhoun County Rules and Ordinances, being more specifically section 304. Streets and Roads (both public and private), b. which currently requires "all road and streets to be built upon a minimum right-of-way width of sixty-(60)-feet unless it is a planned unit development as defined herein where it may be larger or smaller". The owner/developer of Calhoun County Parcel/Property ID: 30918, wishes to develop the tract of land into a residential subdivision with a forty-(40)-feet wide private access easement with consideration that the development would meet the County requirement for adequate turn-around. (JMB)

Scott Mason explained the Variance Request and Commissioners' stated their concern. Commissioner Behrens denied the approval to pass request. Commissioner Lyssy seconded the motion.

13. Consider and take necessary action to close a portion of Main Street in Port O'Connor, Texas from the Intersection of 2nd Street/State Highway 185 and Main Street; west 150 feet on July 1, 2023 and July 8, 2023 for street dances. (GDR)

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 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, 2022, at an estimated fee of \$59,845 and authorize the County Judge to sign all necessary documents. (RHM)

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

15. Consider and take necessary action to authorize the Calhoun County EMS Director to sign two Education and Continuing Education agreements with LEXIPOL: one for Calhoun County EMS and one for Calhoun County Volunteers Group. (RHM)

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

16. Consider and take necessary action to accept an insurance check in the amount of \$1,000.00 from VFIS for the deductible amount from an ambulance accident on 9/28/2022. (RHM)

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

17. Consider and take necessary action to accept an anonymous donation to the Sheriff's Office to be deposited into the Motivation account (2697-0010-49082-679) in the amount of \$75.00. (RHM)

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

18. Consider and take necessary action to accept a donation from the Olivia Cemetery Association in the amount of \$1,250.00 to be credited to the Historical Commission Marker Fund. (RHM)

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

19. Consider and take necessary action on the FY 2023 Interlocal Agreement with the City of Port Lavaca for Fire Protection and authorize the payment of a purchase order in the amount of \$247,319.87 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

20. Consider and take necessary action on the FY 2023 Interlocal Agreement with the City of Port Lavaca for Animal Control and authorize the payment of a purchase order in the amount of \$65,000.00 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

21. Consider and take necessary action to authorize the Calhoun County Museum Director to sign for air conditioning repairs at the Museum. (RHM)

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

22. Consider and take necessary action to remove the following vehicles from the Sheriff's Office fleet:

a.	2009	Ford	Sedan Patrol	2FAHP71V49X143653/1388603	Unit 8
b.	2011	Chevy	Tahoe Patrol	1GNLC2EOXBR345096/1118971	OSGK 92
c.	2008	Ford	F250 CID	1FTSX21588EE36183	Unit 15
d.	2017	Chevy	Tahoe OSG	1GNLCDEC5HR283895/1346018	OSG 2
e.	2010	Ford	E350 Xport	1FTSS3ES8ADA54431/1089306	Unit 7

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

23. Consider and take necessary action to declare the attached list of equipment from Memorial Medical Center as Waste. (RHM)

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

24. Accept Monthly Reports from the following County Offices:

- i. County Clerk – March 2023
- ii. Justice of the Peace, Precinct 5 – March 2023
- iii. Texas Agrilife Extension Service – March 2023
 1. 4-H and Youth Development
 2. Agriculture and Natural Resources
 3. Family and Community Health
 4. Coastal and Marine

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

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

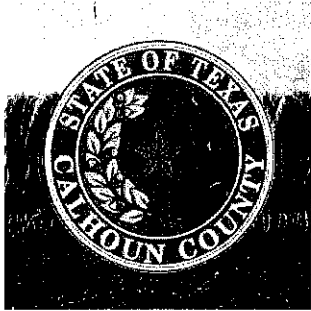
RESULT:	APPROVED [UNANIMOUS]
MOVER:	Gary Reese, Commissioner Pct 4
SECONDER:	Joel Behrens, Commissioner Pct 3
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

26. 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: 10:32 a.m.

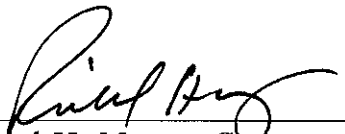


Richard H. Meyer
County Judge

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

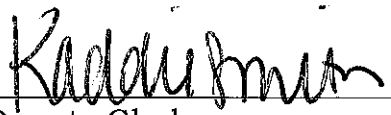
The Commissioners' Court of Calhoun County, Texas met on Wednesday,
April 26, 2023, at 10:00 a.m. in the Commissioners' Courtroom in the County Courthouse at
211 S. Ann Street, Suite 104, Port Lavaca, Calhoun County, Texas.

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

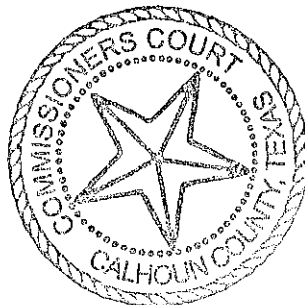

Richard H. Meyer, County Judge
Calhoun County, Texas

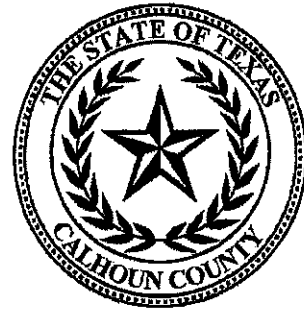
5-10-2023
Date

Anna Goodman, County Clerk


Deputy Clerk

5-10-23
Date





April 26, 2023

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
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 by Judge Richard Meyer at 10 am

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.

Anna Goodman gave a shout out to Arnold Hayden, the new County Attorney.

5. Resolution honoring Galen Johnson.

Rachel Morales read resolution. Judge Meyer read the official resolution and it was signed by the court.

6. Consider and take necessary action to deposit a sheet metal recycling check for \$926.78 from Texas Port Recycling to Road & Bridge, Precinct 2 account 1000-550-53510, Road & Bridge Supplies. (VLL)

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

7. Public Hearing regarding a Petition to Vacate 13.97 acres situated in the James Hughson Survey, Abstract No. 23 of Calhoun County, Texas and being the same property described in deed recorded in File No. 2023-00268 of the Calhoun County, Texas Official Records.

Regular meeting closed 10:10 a.m.
Henry Danysh explained the petition to vacate.
Regular meeting opened 10:11 a.m.

8. Consider and take necessary action on a Petition Vacate 13.97 acres situated in the James Hughson Survey, Abstract No. 23 of Calhoun County, Texas and being the same property described in deed recorded in File No. 2023-00268 of the Calhoun County, Texas Official Records. (JMB)

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

9. Consider and take necessary action to approve the Preliminary Plat of the "Breakwater Point Subdivision" (a subdivision of 13.97 acres situated in the James Hughson Survey, Abstract No. 23 of Calhoun County, Texas and being the same property described in deed recorded in File No. 2023-00268 of the Calhoun County, Texas Official Records.) (JMB)

Henry Danysh explained the Preliminary Plat and Scott Mason answered the Court's questions.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Vern Lyssy, Commissioner Pct 2
SECONDER:	Joel Behrens, Commissioner Pct 3

10. Consider and take necessary action to accept a second insurance proceeds payment from TAC in the amount of \$3,013.18 for damages to a Sheriff's Office vehicle on 12/3/22. (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 authorize the County Judge to sign a lease agreement with Guardian RFID to lease 25 Spartans with licensing renewal annually. (RHM)

Phillip Dennis explained what the system is used for.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Gary Reese, Commissioner Pct 4

SECONDER: Joel Behrens, Commissioner Pct 3

AYES: Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

12. Approve the minutes of the April 5 and April 10, 2023 regular meetings.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Vern Lyssy, Commissioner Pct 2

SECONDER: Gary Reese, Commissioner Pct 4

AYES: Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

13. Accept Monthly Reports from the following County Offices:

i. District Clerk – March 2023

ii. Tax Assessor-Collector – March 2023

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Vern Lyssy, Commissioner Pct 2

SECONDER: Joel Behrens, Commissioner Pct 3

AYES: Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

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

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Gary Reese, Commissioner Pct 4

SECONDER: Joel Behrens, Commissioner Pct 3

AYES: Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

15. 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

Indigent Healthcare:
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 2023:
RESULT: **APPROVED [UNANIMOUS]**
MOVER: David Hall, Commissioner Pct 1
SECONDER: Vern Lyssy, Commissioner Pct 2
AYES: Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

Adjourned: 10:29 a.m.

25

25. Accept Monthly Reports from the following County Offices:

- i. County Clerk – April 2023
- ii. Floodplain Administration – April 2023
- iii. Justice of the Peace, Precinct 1 – April 2023
- iv. Justice of the Peace, Precinct 2 – April 2023
- v. Justice of the Peace, Precinct 5 – April 2023
- vi. Sheriff's Office – April 2023

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

**CALHOUN COUNTY CLERK
MONTHLY REPORT RECAPITULATION**

APRIL 2023						
DESC	GL CODE	CIVIL/FAMILY	CRIMINAL	OFFICIAL PUBLIC RECORDS	PROBATE	TOTAL
DISTRICT ATTORNEY FEES	1000-44020		\$ 268.90			\$ 268.90
BEER LICENSE	1000-42010			\$ 15.00		\$ 15.00
COUNTY CLERK FEES	1000-44030	\$ 501.00	\$ 527.81	\$ 9,380.70	\$ 333.00	\$ 10,742.51
APPEAL FROM JP COURTS	1000-44030		\$ -			\$ -
COUNTY COURT AT LAW #1 JURY FEE	1000-44140					\$ -
JURY FEE	1000-44140	\$ 40.00			\$ -	\$ 40.00
ELECTRONIC FILING FEES FOR E-FILINGS	1000-44058	\$ -	\$ -	\$ -	\$ -	\$ -
JUDGE'S EDUCATION FEE	1000-44160	\$ -	\$ -	\$ -	\$ 30.00	\$ 30.00
JUDGE'S ORDER/SIGNATURE	1000-44180	\$ 10.00	\$ -	\$ -	\$ 40.00	\$ 50.00
SHERIFF'S FEES	1000-44190	\$ -	\$ 473.67	\$ -	\$ 100.00	\$ 573.67
VISUAL RECORDER FEE	1000-44250		\$ 115.71			\$ 115.71
TIME PAYMENT FEE - COUNTY **NEW 2020**	1000-44332		\$ 135.00			\$ 135.00
COURT REPORTER FEE	1000-44270	\$ 175.00	\$ -	\$ -	\$ 150.00	\$ 325.00
RESTITUTION DUE TO OTHERS	1000-49020					\$ -
ATTORNEY FEES - COURT APPOINTED	1000-49030		\$ 200.00			\$ 200.00
APPELLATE FUND (TGC) FEE	2620-44030	\$ 35.00			\$ 30.00	\$ 65.00
COURT FACILITY FEE FUND	2648-44030	\$ 140.00	\$ -	\$ -	\$ 120.00	\$ 260.00
TECHNOLOGY FUND	2663-44030		\$ 52.78			\$ 52.78
COUNTY JURY FUND **NEW 2020**	2669-44030	\$ 70.00	\$ 12.20	\$ -	\$ 60.00	\$ 142.20
COURTHOUSE SECURITY FEE	2670-44030	\$ 140.00	\$ 124.95	\$ 375.00	\$ 120.00	\$ 759.95
COURT INITIATED GUARDIANSHIP FEE	2672-44030				\$ 180.00	\$ 180.00
COURT RECORD PRESERVATION FUND	2673-44030	\$ -		\$ -	\$ -	\$ -
COURT REPORTER SERVICE FUND **NEW 2020**	2674-44030		\$ 36.59			\$ 36.59
RECORDS ARCHIVE FEE	2675-44030			\$ 3,440.00		\$ 3,440.00
COUNTY SPECIALTY COURT **NEW 2020**	2676-44030		\$ 243.90			\$ 243.90
COUNTY DISPUTE RESOLUTION FUND	2677-44030	\$ 105.00	\$ -	\$ -	\$ 90.00	\$ 195.00
DRUG & ALCOHOL COURT PROGRAM	2698-44030-005		\$ 30.00			\$ 30.00
JUVENILE CASE MANAGER FUND	2699-44033		\$ -			\$ -
FAMILY PROTECTION FUND	2706-44030	\$ -				\$ -
JUVENILE CRIME & DELINQUENCY FUND	2715-44030		\$ 0.00			\$ -
LANGUAGE ACCESS FUND	2725-44030	\$ 21.00	\$ -	\$ -	\$ 18.00	\$ 39.00
PRE-TRIAL DIVERSION AGREEMENT	2729-44034		\$ 250.00			\$ 250.00
LAW LIBRARY FEE	2731-44030	\$ 245.00			\$ 210.00	\$ 455.00
RECORDS MANAGEMENT FEE - COUNTY CLERK	2738-44380		\$ 2.50	\$ 3,560.00		\$ 3,562.50
RECORDS MANGEMENT FEE - COUNTY	2739-44030	\$ 210.00	\$ 327.38		\$ 90.00	\$ 627.38
FINES - COUNTY COURT	2740-45040		\$ 3,515.14			\$ 3,515.14
BOND FORFEITURE	2740-45050	\$ -				\$ -
STATE POLICE OFFICER FEES - STATE (DPS) (20%)	7020-20740		\$ 1.19			\$ 1.19
CONSOLIDATED COURT COSTS - COUNTY	7070-20610		\$ 8.30			\$ 8.30
CONSOLIDATED COURT COSTS - STATE	7070-20740		\$ 74.70			\$ 74.70
CONSOLIDATED COURT COSTS - COUNTY **NEW 2020 7072-20610			\$ 152.25			\$ 152.25
CONSOLIDATED COURT COSTS - STATE **NEW 2020** 7072-20740			\$ 1,370.25			\$ 1,370.25
JUDICIAL AND COURT PERSONNEL TRAINING - ST (100% 7502-20740		\$ -		\$ -	\$ -	\$ -
DRUG & ALCOHOL COURT PROGRAM - COUNTY	7390-20610		\$ 6.00			\$ 6.00
DRUG & ALCOHOL COURT PROGRAM - STATE	7390-20740		\$ 24.00			\$ 24.00
STATE ELECTRONIC FILING FEE - CIVIL	7403-22887	\$ -		\$ -	\$ -	\$ -
STATE ELECTRONIC FILING FEE CRIMINAL	7403-22990		\$ 5.00			\$ 5.00
EMS TRAUMA - COUNTY (10%)	7405-20610		\$ 445.50			\$ 445.50
EMS TRAUMA - STATE (90%)	7405-20740		\$ 49.50			\$ 49.50
CIVIL INDIGENT FEE - COUNTY	7480-20610	\$ -			\$ -	\$ -
CIVIL INDIGENT FEE - STATE	7480-20740	\$ -			\$ -	\$ -
JUDICIAL FUND COURT COSTS	7495-20740		\$ 15.00			\$ 15.00
JUDICIAL SALARY FUND - COUNTY (10%)	7505-20610		\$ 0.60			\$ 0.60
JUDICIAL SALARY FUND - STATE (90%)	7505-20740		\$ 5.40			\$ 5.40
JUDICIAL SALARY FUND (CIVIL & PROBATE) - STATE	7505-20740-005	\$ -			\$ -	\$ -
TRAFFIC LOCAL (ADMINISTRATIVE FEES)	7538-22884,1000-44359		\$ 6.00			\$ 6.00
COURT COST APPEAL OF TRAFFIC REG (JP APPEAL)	7538-22885					\$ -
BIRTH - STATE	7855-20780			\$ 82.80		\$ 82.80
INFORMAL MARRIAGES - STATE	7855-20782			\$ 12.50		\$ 12.50
JUDICIAL FEE	7855-20786	\$ -		\$ -	\$ -	\$ -
FORMAL MARRIAGES - STATE	7855-20788			\$ 300.00		\$ 300.00
NONDISCLOSURE FEE - STATE	7855-20790	\$ -	\$ -	\$ -	\$ -	\$ -
TCLEOSE COURT COST - COUNTY (10%)	7856-20610		\$ 0.01			\$ 0.01
TCLEOSE COURT COST - STATE (90%)	7856-20740		\$ 0.09			\$ 0.09
JURY REIMBURSEMENT FEE-COUNTY (10%)	7857-20610		\$ 0.40			\$ 0.40
JURY REIMBURSEMENT FEE-STATE (90%)	7857-20740		\$ 3.60			\$ 3.60
CONSOLIDATED CRT COSTS - STATE (PR, FAM, CV) SB41 7858-20740		\$ 548.00			\$ 411.00	\$ 959.00
STATE TRAFFIC FINE - COUNTY (5%)	7860-20610		\$ -			\$ -
STATE TRAFFIC FINE - STATE (95%)	7860-20740		\$ -			\$ -
STATE TRAFFIC FINE - COUNTY (4%) 9/1/2019	7860-20610		\$ 4.00			\$ 4.00
STATE TRAFFIC FINE - STATE (96%) 9/1/2019	7860-20740		\$ 96.00			\$ 96.00

**CALHOUN COUNTY CLERK
MONTHLY REPORT RECAPITULATION**

APRIL 2023						
DESC	GL CODE	CIVIL/FAMILY	CRIMINAL	OFFICIAL PUBLIC RECORDS	PROBATE	TOTAL
INDIGENT DEFENSE FEE - CRIMINAL - COUNTY (10%)	7865-20610		\$ 0.20			\$ 0.20
INDIGENT DEFENSE FEE - CRIMINAL - STATE (90%)	7865-20740		\$ 1.80			\$ 1.80
TIME PAYMENT - COUNTY (50%)	7950-20610		\$ 12.50			\$ 12.50
TIME PAYMENT - STATE (50%)	7950-20740		\$ 12.50			\$ 12.50
BAIL JUMPING AND FAILURE TO APPEAR - COUNTY	7970-20610					\$ -
BAIL JUMPING AND FAILURE TO APPEAR - STATE	7970-20740					\$ -
DUE PORT LAVACA PD	9990-99991		\$ 10.00			\$ 10.00
DUE SEADRIFT PD	9990-99992		\$ -			\$ -
DUE TO POINT COMFORT PD	9990-99993		\$ -			\$ -
DUE TO TEXAS PARKS & WILDLIFE	9990-99994		\$ -			\$ -
DUE TO TEXAS PARKS & WILDLIFE WATER SAFETY	9990-99995		\$ -			\$ -
DUE TO TABC	9990-99996		\$ -			\$ -
DUE TO ATTORNEY AD LITEMS	9990-99997		\$ -			\$ -
DUE TO OPERATING/NSF CHARGES/DUE TO OTHERS	7120-20759	\$ -	\$ -	\$ 544.00	\$ -	\$ 544.00
		\$ 2,240.00	\$ 8,621.32	\$ 17,710.00	\$ 1,982.00	\$ 30,553.32
TOTAL FUNDS COLLECTED						\$ 30,553.32
						(0.00)
FUNDS HELD IN ESCROW:						\$ -
AMOUNT DUE TO TREASURER (2DR'S):						\$ 29,999.32
TOTAL RECEIPTS:						\$ 30,553.32
AMOUNT DUE TO OTHERS (LESS SF'S):						\$ 554.00

REGISTRY DEPOSITS, CASH BONDS, AND CERTIFICATES OF DEPOSIT			
CASH ON HAND, REGISTRY OF COURT FUNDS (PROSPERITY)			
BEGINNING BOOK BALANCE	3/31/2023	\$ 69,953.62	
FUND RECEIVED		\$ -	
DISBURSEMENTS		\$ (6,570.00)	
ENDING BOOK BALANCE	4/30/2023	\$ 63,383.62	
BANK RECONCILIATION REGISTRY OF COURT FUNDS			
ENDING BANK BALANCE	4/30/2023	\$ 68,767.12	
OUTSTANDING DEPOSITS**		\$ -	
OUTSTANDING CHECKS**		\$ (5,383.50)	
RECONCILED BANK BALANCE	4/30/2023	\$ 63,383.62	
		\$ -	
			BALANCE OF CASH BONDS
			\$ 50,212.50
			OTHER REGISTRY ITEMS
			\$ 13,196.12
			IBC CASH BOND CHECKS
			\$ (25.00)
			TOTAL REGISTRY FUNDS
			\$ 63,383.62
			Reconciled: \$ -
			\$25.00 SF offset in other bal

CERTIFICATES OF DEPOSITS HELD IN TRUST - PROSPERITY BANK					
CD'S	Date Issued	Balance	Purchases/ Interest	Withdrawals	Balance
		3/31/2023			04/30/23
10440	1/24/2018	\$ -		\$ -	\$ -
10441	1/24/2018	\$ -			\$ -
10442	1/24/2018	\$ 1,277.15	\$ 7.24		\$ 1,284.39
10443	1/25/2018	\$ 1,277.15	\$ 7.24		\$ 1,284.39
10444	1/25/2018	\$ 9,644.66	\$ 54.70		\$ 9,699.36
10445	1/25/2018	\$ 9,644.66	\$ 54.70		\$ 9,699.36
10446	1/25/2018	\$ 9,644.66	\$ 54.70		\$ 9,699.36
10449	6/9/1955	\$ 20,371.41			\$ 20,371.41
10454	3/2/2018	\$ 3,597.48			\$ 3,597.48
10455	3/2/2018	\$ 3,597.48			\$ 3,597.48
10486	8/26/2020	\$ 5,949.94			\$ 5,949.94
10495	12/22/2021	\$ 34,370.01			\$ 34,370.01
10496	12/22/2021	\$ 34,370.00			\$ 34,370.00
10504	2/14/2023	\$ 10,936.90			\$ 10,936.90
10505	2/14/2023	\$ 9,290.20			\$ 9,290.20
TOTALS:		\$ 153,971.70	\$ 178.58	\$ -	\$ 154,150.28

Submitted by: Anna M Goodman, County Clerk

5/2/2023

Date

Richard Meyer, Calhoun County Judge

Date

Calhoun County Floodplain Administration

211 South Ann Street, Suite 301
Port Lavaca, TX 77979-4249
Phone: 361-553-4455/Fax: 361-553-4444
e-mail: Debbie.Vickery@calhouncotx.org

April 2023 Development Permits Report For Commissioners Court: 5/10/23

New Homes – 3
Renovations/Additions –1
Mobile Homes – 2
Boat Barns/Storage Buildings/Garages - 5
Commercial Buildings/RV Site - 0
Tower Addition – 1
Fence – 0
Pool-0
Drainage- 0
Pipeline - 0

Total Fees Collected: \$720.00

Paul Hargis
5-10-2023

Mae Belle

ENTER COURT NAME: ENTER MONTH OF REPORT ENTER YEAR OF REPORT		JUSTICE OF PEACE NO. 1 APRIL 2023
CODE	AMOUNT	
CASH BONDS	0.00	REVISED 02/02/2022
ADMINISTRATION FEE - ADMF	90.00	
BREATH ALCOHOL TESTING - BAT	0.00	
CONSOLIDATED COURT COSTS - CCC	3,913.68	
STATE CONSOLIDATED COURT COST- 2020	318.85	
LOCAL CONSOLIDATED COURT COST- 2020	884.49	
COURTHOUSE SECURITY - CHS	31.69	
CJP	0.00	
CIVIL JUSTICE DATA REPOSITORY FEE - CJDR	0.32	
CORRECTIONAL MANAGEMENT INSTITUTE - CMI	0.00	
CR	0.00	
CHILD SAFETY - CS	0.00	
CHILD SEATBELT FEE - CSBF	16.48	
CRIME VICTIMS COMPENSATION - CVC	0.00	
DPSC/FAILURE TO APPEAR - OMNI - DPSC	197.36	
ADMINISTRATION FEE FTA/FTP (aka OMNI)- 2020	74.12	
ELECTRONIC FILING FEE - EEF	0.00	
FUGITIVE APPREHENSION - FA	0.00	
GENERAL REVENUE - GR	0.00	
CRIM - IND LEGAL SVCS SUPPORT - IDF	15.84	
JUVENILE CRIME & DELINQUENCY - JCD	0.00	
JUVENILE CASE MANAGER FUND - JCMF	20.69	
JUSTICE COURT PERSONNEL TRAINING - JCPT	0.00	
JUROR SERVICE FEE - JSF	31.69	
LOCAL ARREST FEES - LAF	263.02	
LEMI	0.00	
LEOA	0.00	
LEOC	0.00	
OCL	0.00	
PARKS & WILDLIFE ARREST FEES - PWAF	13.45	
STATE ARREST FEES - SAF	64.01	
SCHOOL CROSSING/CHILD SAFETY FEE - SCF	0.00	
SUBTITLE C - SUBC	52.70	
STATE TRAFFIC FINES-EST 0.1.19- STF	1,736.49	
TABC ARREST FEES - TAF	0.00	
TECHNOLOGY FUND - TF	31.69	
TRAFFIC - TFC	8.28	
LOCAL TRAFFIC FINE- 2020	103.98	
TIME PAYMENT - TIME	68.91	
TIME PAYMENT REIMBURSEMENT FEE- 2020	248.12	
TRUANCY PREVENTION/DIVERSION FUND - TPDF	15.84	
LOCAL & STATE WARRANT FEES - WRNT	688.82	
COLLECTION SERVICE FEE-MVBA - CSRV	1,622.27	
DEFENSIVE DRIVING COURSE - DDC	50.00	
DEFERRED FEE - DFF	1,052.92	
DRIVING EXAM FEE- PROV DL	0.00	
FILING FEE - FFEE	0.00	
STATE CONSOLIDATED CIVIL FEE - 2022	126.00	
LOCAL CONSOLIDATED CIVIL FEE - 2022	198.00	
FILING FEE SMALL CLAIMS - FFSC	0.00	
JURY FEE - JF	0.00	
COPIES/CERTIFIED COPIES - CC	0.00	
INDIGENT FEE - CIFF or INDF	0.00	
JUDGE PAY RAISE FEE - JPAY	47.52	
SERVICE FEE - SFEE	75.00	
OUT-OF-COUNTY SERVICE FEE	0.00	
ELECTRONIC FILING FEE - EEF CV	0.00	
EXPUNGEMENT FEE - EXPG	0.00	
EXPIRED RENEWAL - EXPR	0.00	
ABSTRACT OF JUDGEMENT - AOJ	0.00	
ALL WRITS - WOP / WOE	0.00	
DPS FTA FINE - DPSF	1,995.06	
LOCAL FINES - FINE	5,346.41	
LICENSE & WEIGHT FEES - LWF	0.00	
PARKS & WILDLIFE FINES - PWF	1,586.90	
SEATBELT/UNRESTRAINED CHILD FINE - SEAT	0.00	
JUDICIAL & COURT PERSONNEL TRAINING-JCPT	0.00	
* OVERPAYMENT (OVER \$10) - OVER	581.00	
* OVERPAYMENT (\$10 AND LESS) - OVER	0.00	
RESTITUTION - REST	0.00	
PARKS & WILDLIFE-WATER SAFETY FINES-WSF	0.00	
MARINE SAFETY PARKS & WILDLIFE - MSO	0.00	
TOTAL ACTUAL MONEY RECEIVED		
TYPE:	AMOUNT	
TOTAL WARRANT FEES	688.82	
ENTER LOCAL WARRANT FEES	443.34	RECORD ON TOTAL PAGE OF HILL COUNTRY SOFTWARE MO. REPORT
STATE WARRANT FEES	245.48	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	581.00	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	\$581.00	
TREASURERS RECEIPTS FOR MONTH:	AMOUNT	
CASH, CHECKS, M.O.s & CREDIT CARDS	\$21,579.60	Calculate from ACTUAL Treasurer's Receipts
TOTAL TREAS. RECEIPTS	\$21,579.60	

MONTHLY REPORT OF COLLECTIONS AND DISTRIBUTIONS

5/1/2023

COURT NAME: JUSTICE OF PEACE NO. 1
MONTH OF REPORT: APRIL
YEAR OF REPORT: 2023

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
CR 1000-001-45011	FINES	7,589.25
CR 1000-001-44190	SHERIFF'S FEES	964.71
ADMINISTRATIVE FEES:		
	DEFENSIVE DRIVING	50.00
	CHILD SAFETY	0.00
	TRAFFIC	112.26
	ADMINISTRATIVE FEES	1,217.04
	EXPUNGEMENT FEES	0.00
	MISCELLANEOUS	0.00
	TOTAL ADMINISTRATIVE FEES	1,379.30
CR 1000-001-44361	CONSTABLE FEES-SERVICE	75.00
CR 1000-001-44010	JP FILING FEES	0.00
CR 1000-001-44061	COPIES / CERTIFIED COPIES	0.00
CR 1000-001-44090	OVERPAYMENTS (LESS THAN \$10)	0.00
CR 1000-001-49110	TIME PAYMENT REIMBURSEMENT FEE	248.12
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	8.24
CR 1000-999-20745	DUE TO STATE-OVERWEIGHT FINES	0.00
CR 1000-999-20746	DUE TO JP COLLECTIONS ATTORNEY	1,622.27
CR 1000-999-20770	TOTAL FINES, ADMIN. FEES & DUE TO STATE	\$11,886.89
CR 2670-001-44061	COURTHOUSE SECURITY FUND	\$333.34
CR 2720-001-44061	JUSTICE COURT SECURITY FUND	\$7.92
CR 2719-001-44061	JUSTICE COURT TECHNOLOGY FUND	\$284.40
CR 2699-001-44061	JUVENILE CASE MANAGER FUND	\$20.69
CR 2730-001-44061	LOCAL TRUANCY PREVENTION & DIVERSION FUND	\$315.89
CR 2669-001-44061	COUNTY JURY FUND	\$6.32
CR 2728-001-44061	JUSTICE COURT SUPPORT FUND	\$150.00
CR 2677-001-44061	COUNTY DISPUTE RESOLUTION FUND	\$30.00
CR 2725-001-44061	LANGUAGE ACCESS FUND	\$18.00
STATE ARREST FEES		
	DPS FEES	61.90
	P&W FEES	2.69
	TABC FEES	0.00
	TOTAL STATE ARREST FEES	64.59
CR 7020-999-20740	CCC-GENERAL FUND	391.37
CR 7070-999-20610	CCC-STATE	3,522.31
CR 7070-999-20740		3,913.68
DR 7070-999-10010		
CR 7072-999-20610	STATE CCC- GENERAL FUND	31.68
CR 7072-999-20740	STATE CCC- STATE	285.17
DR 7072-999-10010		316.85
CR 7860-999-20610	STF/SUBC-GENERAL FUND	2.64
CR 7860-999-20740	STF/SUBC-STATE	50.07
DR 7860-999-10010		52.70
CR 7860-999-20610	STF- EST 9/1/2019- GENERAL FUND	69.46
CR 7860-999-20740	STF- EST 9/1/2019- STATE	1,667.03
DR 7860-999-10010		1,736.49

MONTHLY REPORT OF COLLECTIONS AND DISTRIBUTIONS

5/1/2023

COURT NAME: JUSTICE OF PEACE NO. 1

MONTH OF REPORT: APRIL

YEAR OF REPORT: 2023

CR 7950-999-20610	TP-GENERAL FUND	34.46
CR 7950-999-20740	TP-STATE	34.45
DR 7950-999-10010		68.91

MONTHLY REPORT OF COLLECTIONS AND DISTRIBUTIONS

5/1/2023

COURT NAME: JUSTICE OF PEACE NO. 1
MONTH OF REPORT: APRIL
YEAR OF REPORT: 2023

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	1.58
CR 7865-999-20740	CRIM-SUPP OF IND LEG SVCS-STATE	14.26
DR 7865-999-10010		<u>15.84</u>
CR 7970-999-20610	TL/FTA-GENERAL FUND	65.79
CR 7970-999-20740	TL/FTA-STATE	131.57
DR 7970-999-10010		<u>197.36</u>
CR 7505-999-20610	JPAY - GENERAL FUND	4.75
CR 7505-999-20740	JPAY - STATE	42.77
DR 7505-999-10010		<u>47.52</u>
CR 7857-999-20610	JURY REIMB. FUND- GEN. FUND	3.17
CR 7857-999-20740	JURY REIMB. FUND- STATE	28.52
DR 7857-999-10010		<u>31.69</u>
CR 7856-999-20610	CIVIL JUSTICE DATA REPOS.- GEN FUND	0.03
CR 7856-999-20740	CIVIL JUSTICE DATA REPOS.- STATE	0.29
DR 7856-999-10010		<u>0.32</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	7.92
7998-999-20701	JUVENILE CASE MANAGER FUND	7.92
DR 7998-999-10010		<u>15.84</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	126.00
		<u>126.00</u>

TOTAL (Distrib Req to Oper Acct) \$19,641.24

DUE TO OTHERS (Distrib Req Attchd)

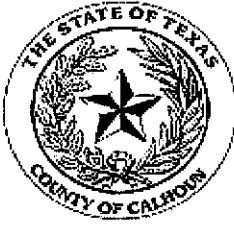
CALHOUN COUNTY ISD	0.00
DA - RESTITUTION	0.00
REFUND OF OVERPAYMENTS	581.00
OUT-OF-COUNTY SERVICE FE	0.00
CASH BONDS	0.00
PARKS & WILDLIFE FINES	1,357.36
WATER SAFETY FINES	0.00
TOTAL DUE TO OTHERS	<u>\$1,938.36</u>

TOTAL COLLECTED-ALL FUNDS \$21,579.60

LESS: TOTAL TREASUER'S RECEIPTS \$21,579.60

OVER/(SHORT) \$0.00

REVISED 02/02/2022



**CALHOUN
COUNTY**
201 West Austin

**DISTRIBUTION
REQUEST**

DR# 450 A 45048

PAYEE

Name: Calhoun County Oper. Acct.

Address:

City:

State:

Zip:

Phone:

PAYOR

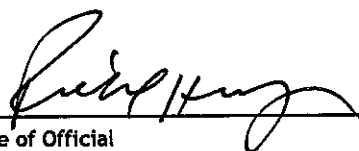
Official:

Hope Kurtz

Title:

Justice of the Peace, Pct. 1

ACCOUNT NUMBER	DESCRIPTION	AMOUNT
7541-999-20759-999	JP1 Monthly Collections - Distribution	\$19,641.24
	APRIL	
	2023	
V# 967		
TOTAL		19,641.24


Signature of Official

5-10-2023
Date

ENTER COURT NAME:		JUSTICE OF PEACE NO. 2	
ENTER MONTH OF REPORT		April	
ENTER YEAR OF REPORT		2023	
	CODE	AMOUNT	
CASH BONDS		0.00	
ADMINISTRATION FEE - ADMF		0.00	
BREATH ALCOHOL TESTING - BAT		0.00	
CONSOLIDATED COURT COSTS - CCC		551.10	
STATE CONSOLIDATED COURT COST- 2020		93.12	
LOCAL CONSOLIDATED COURT COST- 2020		124.45	
COURTHOUSE SECURITY - CHS		11.06	
CJP		0.00	
CIVIL JUSTICE DATA REPOSITORY FEE - CJDR		0.14	
CORRECTIONAL MANAGEMENT INSTITUTE - CMI		0.00	
CR		0.00	
CHILD SAFETY - CS		0.00	
CHILD SEATBELT FEE - CSBF		0.00	
CRIME VICTIMS COMPENSATION - CVC		0.00	
DPSC/FAILURE TO APPEAR - OMNI - DPSC		236.11	
ADMINISTRATION FEE FTA/FTP (aka OMNI)- 2020		20.00	
ELECTRONIC FILING FEE - EEF		0.00	
FUGITIVE APPREHENSION - FA		0.00	
GENERAL REVENUE - GR		0.00	
CRIM - IND LEGAL SVCS SUPPORT - IDF		4.14	
JUVENILE CRIME & DELINQUENCY - JCD		0.00	
JUVENILE CASE MANAGER FUND - JCMF		10.56	
JUSTICE COURT PERSONNEL TRAINING - JCPT		0.00	
JUROR SERVICE FEE - JSF		11.06	
LOCAL ARREST FEES - LAF		30.10	
LEMI		0.00	
LEOA		0.00	
LEOC		0.00	
OCL		0.00	
PARKS & WILDLIFE ARREST FEES - PWF		24.01	
STATE ARREST FEES - SAF		3.49	
SCHOOL CROSSING/CHILD SAFETY FEE - SCF		0.00	
SUBTITLE C - SUBC		33.82	
STATE TRAFFIC FINES-EST 8.1.19- STF		70.59	
TABC ARREST FEES - TAF		0.00	
TECHNOLOGY FUND - TF		11.06	
TRAFFIC - TFC		3.39	
LOCAL TRAFFIC FINE- 2020		4.23	
TIME PAYMENT - TIME		32.65	
TIME PAYMENT REIMBURSEMENT FEE- 2020		95.01	
TRUANCY PREVENTION/DIVERSION FUND - TPDF		5.53	
LOCAL & STATE WARRANT FEES - WRNT		340.49	
COLLECTION SERVICE FEE-MVBA - CSRV		589.73	
DEFENSIVE DRIVING COURSE - DDC		0.00	
DEFERRED FEE - DFF		0.00	
DRIVING EXAM FEE- PROV DL		0.00	
FILING FEE - FFEE		0.00	
STATE CONSOLIDATED CIVIL FEE - 2022		128.00	
LOCAL CONSOLIDATED CIVIL FEE - 2022		198.00	
FILING FEE SMALL CLAIMS - FFSC		0.00	
JURY FEE - JF		0.00	
COPIES/CERTIFIED COPIES - CC		0.00	
INDIGENT FEE - CFF or INDF		0.00	
JUDGE PAY RAISE FEE - JPAY		16.80	
SERVICE FEE - SFEE		0.00	
OUT-OF-COUNTY SERVICE FEE		0.00	
ELECTRONIC FILING FEE - EEF CV		0.00	
EXPUNGEMENT FEE - EXPG		0.00	
EXPIRED RENEWAL - EXPR		0.00	
ABSTRACT OF JUDGEMENT - AOJ		5.00	
ALL WRITS - WOP / WOE		0.00	
DPS FTA FINE - DPSF		0.00	
LOCAL FINES - FINE		970.80	
LICENSE & WEIGHT FEES - LWF		0.00	
PARKS & WILDLIFE FINES - PWF		578.00	
SEATBELT/UNRESTRAINED CHILD FINE - SEAT		0.00	
JUDICIAL & COURT PERSONNEL TRAINING-JCPT		0.00	
* OVERPAYMENT (OVER \$10) - OVER		0.00	
* OVERPAYMENT (\$10 AND LESS) - OVER		0.00	
RESTITUTION - REST		0.00	
PARKS & WILDLIFE-WATER SAFETY FINES-WSF		0.00	
MARINE SAFETY PARKS & WILDLIFE - MSO		0.00	
TOTAL ACTUAL MONEY RECEIVED		\$4,198.24	
TYPE:		AMOUNT	
TOTAL WARRANT FEES		340.49	
ENTER LOCAL WARRANT FEES		296.63	RECORD ON TOTAL PAGE OF HILL COUNTRY SOFTWARE MO. REPORT
STATE WARRANT FEES		\$43.86	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		\$4,198.24	Calculate from ACTUAL Treasurer's Receipts
TOTAL TREAS. RECEIPTS		\$4,198.24	

MONTHLY REPORT OF COLLECTIONS AND DISTRIBUTIONS

5/1/2023

COURT NAME: JUSTICE OF PEACE NO. 2

MONTH OF REPORT: April

YEAR OF REPORT: 2023

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
CR 1000-001-45012	FINES	1,057.20
CR 1000-001-44190	SHERIFF'S FEES	383.82
ADMINISTRATIVE FEES:		
	DEFENSIVE DRIVING	0.00
	CHILD SAFETY	0.00
	TRAFFIC	7.62
	ADMINISTRATIVE FEES	20.00
	EXPUNGEMENT FEES	0.00
	MISCELLANEOUS	0.00
CR 1000-001-44362	TOTAL ADMINISTRATIVE FEES	27.62
CR 1000-001-44010	CONSTABLE FEES-SERVICE	0.00
CR 1000-001-44062	JP FILING FEES	5.00
CR 1000-001-44090	COPIES / CERTIFIED COPIES	0.00
CR 1000-001-49110	OVERPAYMENTS (LESS THAN \$10)	0.00
CR 1000-001-44322	TIME PAYMENT REIMBURSEMENT FEE	95.01
CR 1000-001-44145	SCHOOL CROSSING/CHILD SAFETY FEE	0.00
CR 1000-999-20741	DUE TO STATE-DRIVING EXAM FEE	0.00
CR 1000-999-20744	DUE TO STATE-SEATBELT FINES	0.00
CR 1000-999-20745	DUE TO STATE-CHILD SEATBELT FEE	0.00
CR 1000-999-20746	DUE TO STATE-OVERWEIGHT FINES	0.00
CR 1000-999-20770	DUE TO JP COLLECTIONS ATTORNEY	589.73
	TOTAL FINES, ADMIN. FEES & DUE TO STATE	\$2,158.38
CR 2670-001-44062	COURTHOUSE SECURITY FUND	\$51.85
CR 2720-001-44062	JUSTICE COURT SECURITY FUND	\$2.77
CR 2719-001-44062	JUSTICE COURT TECHNOLOGY FUND	\$46.62
CR 2699-001-44062	JUVENILE CASE MANAGER FUND	\$10.56
CR 2730-001-44062	LOCAL TRUANCY PREVENTION & DIVERSION FUND	\$44.45
CR 2669-001-44062	COUNTY JURY FUND	\$0.89
CR 2728-001-44062	JUSTICE COURT SUPPORT FUND	\$150.00
CR 2677-001-44062	COUNTY DISPUTE RESOLUTION FUND	\$30.00
CR 2725-001-44062	LANGUAGE ACCESS FUND	\$18.00
STATE ARREST FEES		
	DPS FEES	9.47
	P&W FEES	4.80
	TABC FEES	0.00
CR 7020-999-20740	TOTAL STATE ARREST FEES	14.27
CR 7070-999-20610	CCC-GENERAL FUND	55.11
CR 7070-999-20740	CCC-STATE	495.99
DR 7070-999-10010		551.10
CR 7072-999-20610	STATE CCC- GENERAL FUND	9.31
CR 7072-999-20740	STATE CCC- STATE	83.81
DR 7072-999-10010		93.12
CR 7860-999-20610	STF/SUBC-GENERAL FUND	1.69
CR 7860-999-20740	STF/SUBC-STATE	32.13
DR 7860-999-10010		33.82
CR 7860-999-20610	STF- EST 9/1/2019- GENERAL FUND	2.82
CR 7860-999-20740	STF- EST 9/1/2019- STATE	67.77
DR 7860-999-10010		70.59

MONTHLY REPORT OF COLLECTIONS AND DISTRIBUTIONS

5/1/2023

COURT NAME: JUSTICE OF PEACE NO. 2
MONTH OF REPORT: April
YEAR OF REPORT: 2023

CR 7950-999-20610	TP-GENERAL FUND	16.33
CR 7950-999-20740	TP-STATE	16.32
DR 7950-999-10010		32.65
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		0.00
CR 7865-999-20610	CRIM-SUPP OF IND LEG SVCS-GEN FUND	0.41
CR 7865-999-20740	CRIM-SUPP OF IND LEG SVCS-STATE	3.73
DR 7865-999-10010		4.14
CR 7970-999-20610	TL/FTA-GENERAL FUND	78.70
CR 7970-999-20740	TL/FTA-STATE	157.41
DR 7970-999-10010		236.11
CR 7505-999-20610	JPAY - GENERAL FUND	1.66
CR 7505-999-20740	JPAY - STATE	14.94
DR 7505-999-10010		16.60
CR 7857-999-20610	JURY REIMB. FUND- GEN. FUND	1.11
CR 7857-999-20740	JURY REIMB. FUND- STATE	9.95
DR 7857-999-10010		11.06
CR 7856-999-20610	CIVIL JUSTICE DATA REPOS.- GEN FUND	0.01
CR 7856-999-20740	CIVIL JUSTICE DATA REPOS.- STATE	0.13
DR 7856-999-10010		0.14
CR 7502-999-20740	JUD/CRT PERSONNEL TRAINING FUND- STATE	0.00
DR 7502-999-10010		0.00
7998-999-20740	TRUANCY PREVENT/DIV FUND - STATE	2.77
7998-999-20701	JUVENILE CASE MANAGER FUND	2.77
DR 7998-999-10010		5.53
7403-999-22889	ELECTRONIC FILING FEE - CV STATE	0.00
DR 7403-999-22889		0.00
7858-999-20740	STATE CONSOLIDATED CIVIL FEE	126.00
		126.00

TOTAL (Distrib Req to Oper Acct) \$3,708.64

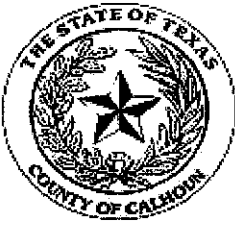
DUE TO OTHERS (Distrib Req Attchd)

CALHOUN COUNTY ISD	0.00
DA - RESTITUTION	0.00
REFUND OF OVERPAYMENTS	0.00
OUT-OF-COUNTY SERVICE FE	0.00
CASH BONDS	0.00
PARKS & WILDLIFE FINES	489.60
WATER SAFETY FINES	0.00
TOTAL DUE TO OTHERS	\$489.60

TOTAL COLLECTED-ALL FUNDS **\$4,198.24**

LESS: TOTAL TREASUER'S RECEIPTS **\$4,198.24**

OVER/(SHORT) **\$0.00**



**CALHOUN
COUNTY**
201 West Austin

**DISTRIBUTION
REQUEST**

DR# 450 A 45047

PAYEE

Name: Calhoun County Oper. Acct.

Address:

City:

State:

Zip:

Phone:

PAYOR

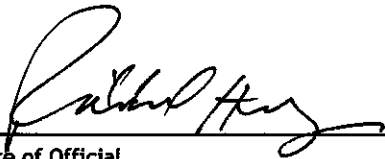
Official:

Hope Kurtz

Title:

Justice of the Peace, Pct. 2

ACCOUNT NUMBER	DESCRIPTION	AMOUNT
7542-999-20759-999	JP2 Monthly Collections - Distribution	\$3,708.64
	April	
	2023	
V# 967		
TOTAL		3,708.64


Signature of Official

5-10-2023
Date

FAX COVER SHEET



AND JUSTICE FOR ALL

JUDGE NANCY POMYKAL

P O BOX 454

PORT O' CONNOR, TX.77982

(361)983-2351 - TELEPHONE

(361)983-2461 - FAX

COUNTY OF CALHOUN
JUSTICE COURT PCT. 5

DATE: MAY 1, 2023

PAGES: 5 Including this cover

TO: JUDGE RICHARD MEYER & COUNTY COMMISSIONERS

ATT: MaeBelle

FAX NUMBER(S) 361-553-4444

SUBJECT: APRIL, 2023 ~ MONEY DISTRIBUTION REPORT

NOTE: MaeBelle, I am faxing the above report for APRIL, 2023. Please give me a call if you have any questions.

Thank you,

Judge Nancy Pomykal

THE CONTENTS OF THIS FAX MESSAGE ARE INTENDED SOLELY FOR THE ADDRESSEE(S) named in this message. This communication is intended to be and to remain confidential and may be subject to applicable attorney/client and/or work product privileges. If you are not the intended recipient of this message, or if this message has been addressed to you in error, please immediately alert the sender by fax and then destroy this message and its attachments. Do not deliver, distribute or copy this message and/or any attachments and if you are not the intended recipient, do not disclose the contents or take any action in reliance upon the information contained in this communication or any attachments.

MONTHLY DISTRIBUTION BY CATEGORY BY GL CODE (DETAIL REPORT)
NANCY POMYKAL, CALHOUN COUNTY JUSTICE OF THE PEACE PCT 5 - RAN ON 05/01/2023 AT 09:27am

ALL CASE TYPES
 04/01/2023 THRU 04/30/2023
 SELECTED BY BUSINESS DATE

FEES	GL	TOTAL	MONEY	CREDIT	MON/CRD	NON-MONEY	RETAINED	DISBURSED
CRIMINAL DISTRIBUTIONS								
CCC 01/01/20 thru present								
FINE	NO GL CODE	1450.12	434.00	830.12	1264.12	186.00	126.41	1137.71
PARKS & WILDLIFE ARREST F	NO GL CODE	2281.28	1039.12	1024.16	2063.28	218.00	2063.28	0.00
WARRANT FEE	NO GL CODE	45.00	10.00	30.00	40.00	5.00	32.00	8.00
SHERIFF'S ARREST FEE	NO GL CODE	200.00	0.00	50.00	50.00	150.00	50.00	0.00
PARKS & WILDLIFE FINE	NO GL CODE	71.94	25.00	36.94	61.94	10.00	61.94	0.00
WATER SAFETY FINE	NO GL CODE	878.00	200.00	614.00	814.00	64.00	122.10	691.90
COLLECTION SERVICES FEE	NO GL CODE	119.00	119.00	0.00	119.00	0.00	17.85	101.15
DRIVER SAFETY COURSE	NO GL CODE	425.82	31.68	232.64	264.32	161.50	264.32	0.00
STATE TRAFFIC FINE (3FE.	NO GL CODE	10.00	0.00	10.00	10.00	0.00	10.00	0.00
COMPLIANCE DISMISSAL FINE	NO GL CODE	170.79	79.90	90.89	170.79	0.00	6.83	163.96
LOCAL CONSOLIDATED COURT	NO GL CODE	10.00	0.00	10.00	10.00	0.00	10.00	0.00
LOCAL TRAFFIC FINE (3FE.	NO GL CODE	327.44	98.00	187.44	285.44	42.00	285.44	0.00
ORNI REIMBURSEMENT FEE (E	NO GL CODE	10.25	4.80	5.45	10.25	0.00	10.25	0.00
TINE PAYMENT REIMBURSEMEN	NO GL CODE	40.00	0.00	10.00	10.00	30.00	10.00	0.00
	NO GL CODE	15.00	0.00	15.00	15.00	0.00	15.00	0.00
		6054.64	2041.50	3146.64	5188.14	866.50	3085.42	2102.72
CIVIL DISTRIBUTIONS								
SERVICE FEE	NO GL CODE	75.00	75.00	0.00	75.00	0.00	75.00	0.00
LOCAL CONSOLIDATED CIVIL	NO GL CODE	33.00	33.00	0.00	33.00	0.00	33.00	0.00
State Consolidated Civil	NO GL CODE	21.00	21.00	0.00	21.00	0.00	0.00	21.00
		129.00	129.00	0.00	129.00	0.00	108.00	21.00

SUMMARY BREAKDOWN

CASH	1151.50
CREDIT CARD	3146.64
CHECK	1019.00
TINE SERVED	866.50
TOTAL MONETARY	5317.14
TOTAL NON-MONETARY	866.50
TOTAL AMOUNT	6183.64
RECEIPT NO.	377857 TO 377888

LESS CREDIT CARD 2170.50

MONTHLY DISTRIBUTION BY CATEGORY BY GL CODE (DETAIL REPORT)
 NANCY POMYKAL, CALHOUN COUNTY JUSTICE OF THE PEACE PCT 5 - SAN ON 05/01/2023 AT 09:27am
 ALL CASE TYPES
 04/01/2023 THRU 04/30/2023
 SELECTED BY BUSINESS DATE

377857	2023-0158	04/03/2023	LAF	5.00	CCC	62.00	ICCC	14.00	FINE	169.00	250.00
JAMESKY, COLE CHARLES											
Credit Card											
377858	2023-0159	04/03/2023	LAF	5.00	CCC	62.00	ICCC	14.00	FINE	169.00	250.00
MARK, EMILY LYNN											
Credit Card											
377859	2023-0160	04/03/2023	LAF	5.00	CCC	62.00	ICCC	14.00	FINE	169.00	250.00
SANDERFORD V, CLAYTON JOSEPH											
Cash											
377860	2023-0134	04/03/2023	LAF	5.00	CCC	62.00	STFI	4.77	LFEC	0.29	LCOC
MCDONALD, MICHAEL RICHARD											
Cash											
377861	2020-0183	04/04/2023	CCC	62.00	LCOC	14.00	PWAF	5.00	PRF	64.00	OMNR
JOHNSON, AUSTIN											
Time Served											
377862	2020-0328	04/05/2023	FINE	108.89	CCC	62.00	LAF	5.00	LCOC	14.00	OMNR
ROBLES, ROCIO ISABEL											
Time Served											
377863	2020-0328	04/05/2023	FINE	68.82	CSRV	31.68		100.50			
ROBLES, ROCIO ISABEL											
Cash											
377864	2023-0180	04/05/2023	PWAF	5.00	CCC	62.00	ICCC	14.00	PWF	200.00	281.00
PERSHALL, WYATT L											
Cash											
377865	2020-0327	04/05/2023	CCC	62.00	LAF	5.00	FINE	109.11	LCOC	14.00	OMNR
ROBLES, ROCIO ISABEL											
Time Served											
377866	2023-0171	04/05/2023	LAF	5.00	CCC	62.00	ICCC	14.00	FINE	104.00	185.00
TORRES CRUZ, GABRIEL FELIPE											
Credit Card											

377867	2023-0004-SC	04/10/2023	SCCE	21.00	LCCE	33.00	SFEE	75.00		129.00
HAMES, TEDDY DBA POC HANDRAKE V										
Check										
377868	2023-0183	04/10/2023	PWAF	5.00	CCC	62.00	LCCE	14.00	MSF	119.00
RENEAU, JOHN DAVID										
Check										
377869	2023-0127	04/11/2023	PWAF	5.00	CCC	62.00	LCCE	14.00	PWF	19.00
SKELLY, MARSHALL										
Credit Card										
377870	2022-0322	04/12/2023	CCC	62.00	PWAF	5.00	LCCE	14.00	PWF	119.00
WIESNER, JUSTIN										
Credit Card										
377871	2023-0170	04/12/2023	LAF	5.00	CCC	62.00	STFL	50.00	LTFC	3.00
GEE, COLIN L										
Credit Card										
377872	2022-0297	04/12/2023	FINE	86.00	CSRV	25.80	TRFE	15.00		126.80
RODRIGUEZ, DELIA DANIELLE										
Credit Card										
377873	2023-0155	04/17/2023	PWAF	5.00	CCC	62.00	LCCE	14.00	PWF	119.00
HARPER, DONALD										
Credit Card										
377874	2023-0191	04/17/2023	LAF	5.00	CCC	62.00	STFL	50.00	LTFC	3.00
HARD, JOSEPH ARON										
Cash										
377875	2023-0178	04/17/2023	PWAF	5.00	CCC	62.00	LCCE	14.00	PWF	119.00
DELAGARZA, STEPHEN W										
Credit Card										
377876	2023-0182	04/20/2023	PWAF	5.00	CCC	62.00	LCCE	14.00	PWF	119.00
RAMIREZ, YORLANDIS NOA										
Credit Card										
377877	2023-0134	04/20/2023	STFL	25.13	LTFC	1.51	PINE	73.36		100.00
MCDONALD, MICHAEL RICHARD										

MONTHLY DISTRIBUTION BY CATEGORY BY GL CODE (DETAIL REPORT)
NANCY POWKAL, CALHOUN COUNTY JUSTICE OF THE PEACE PCT 5 - RAN ON 05/01/2023 AT 09:27am

ALL CASE TYPES
04/01/2023 THRU 04/30/2023
SELECTED BY BUSINESS DATE

Cash

377878	2023-0185	04/20/2023	PMAR	5.00	CCC	62.00	LCCC	14.00	FINE	119.00	200.00
BLANCO, ANDY F Credit Card											
377879	2023-0193	04/21/2023	LAF	5.00	CCC	62.00	LCCC	14.00	FINE	264.00	345.00
BOWMAN, PATRICIA JUDITH LOUISE Check											
377880	2023-0177	04/21/2023	IAF	5.00	CCC	62.00	LCCC	14.00	FINE	264.00	345.00
VILA, BRIGID MARSSER Check											
377881	2023-0192	04/24/2023	CPUD	10.00		10.00					
DEAN, STEPHANIE LEANN Credit Card											
377882	2021-0394	04/25/2023	STFL	24.48	LFFC	1.47	FINE	71.47	CSRV	49.92	147.34
LORENZ, JULIA ANN Credit Card											
377883	2022-0167	04/26/2023	LFFC	0.98	FINE	41.36	STFL	16.41	CSRV	71.75	130.50
PUSCHMAN, MASON HUNTER Credit Card											
377884	2023-0173	04/27/2023	LCCC	14.00	CCC	62.00	IAF	5.00	FINE	164.00	245.00
RAAB, RILEY MILTON Credit Card											
377885	2023-0167	04/27/2023	IAF	5.00	CCC	62.00	LCCC	14.00	FINE	104.00	185.00
BIGGS, JAMES DAWSON Credit Card											
377886	2023-0172	04/27/2023	IAF	5.00	CCC	62.00	LCCC	14.00	FINE	104.00	185.00
BIGGS, JAMES DAWSON Credit Card											
377887	2022-0293	04/30/2023	FINE	11.33	CSRV	7.17		18.50			
SKALAK, KARIE LEIGH Credit Card											
377888	2022-0294	04/30/2023	CCC	24.12	IAF	1.94	LCCC	5.44		31.50	
SKALAK, KARIE LEIGH Credit Card											

Paula May
5-10-2023

SHERIFF'S OFFICE MONTHLY REPORT

Apr-23

BAIL BOND FEE	\$	705.00
CIVIL FEE	\$	682.68
CASH BOND	\$	201.00
JP#1	\$	3,454.87
JP#2	\$	1,487.95
JP#3	\$	-
JP#4	\$	-
JP#5	\$	345.00
SEADRIFT MUN.	\$	545.00
PC MUN	\$	462.80
OTHER		
TOTAL:	\$	7,884.30

Paul H. [Signature]
5-10-2023

26

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

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

COMMISSIONERS' COURT BUDGET ADJUSTMENT APPROVAL LIST

HEARING DATE: Wednesday, May 10, 2023

HEARING TYPE: REGULAR BUDGET YEAR: 2023

FUND NAME GENERAL FUND

FUND NO: 1000

DEPARTMENT NAME: EMERGENCY MEDICAL SERVICES

DEPARTMENT NO: 345

AMENDMENT NO: 0370 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
61080	CONTINUING EDUCATION	999	NO GRANT	\$0	\$0	\$0	\$734	\$734	
66520	TUITION ASSISTANCE	999	NO GRANT	\$0	\$0	\$734	\$0		(\$734)
AMENDMENT NO 6370 TOTAL				\$0	\$0	\$734	\$734	\$0	\$0

EMERGENCY MEDICAL SERVICES TOTAL \$0 \$0 \$734 \$734 \$0

DEPARTMENT NAME: JAIL

DEPARTMENT NO: 180

AMENDMENT NO: 0365 REQUESTOR: JAIL

AMENDMENT REASON: LINE ITEM TRANSFER TO COVER OVERDRAWN

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE	FUND BAL DECREASE
61310	COPIER RENTALS	999	NO GRANT	\$0	\$0	\$0	\$1,533	\$1,533	
63920	MISCELLANEOUS	999	NO GRANT	\$0	\$0	\$1,533	\$0		(\$1,533)
66316	TRAINING TRAVEL OUT OF COUNTY	999	NO GRANT	\$0	\$0	\$0	\$3,568		\$3,568
66498	TRAVEL OUT OF COUNTY	999	NO GRANT	\$0	\$0	\$3,568	\$0		(\$3,568)
AMENDMENT NO 6365 TOTAL				\$0	\$0	\$5,101	\$5,101	\$0	\$0

JAIL TOTAL \$0 \$0 \$5,101 \$5,101 \$0

DEPARTMENT NAME: REVENUE

DEPARTMENT NO: 1

COMMISSIONERS' COURT BUDGET ADJUSTMENT APPROVAL LIST

HEARING DATE: Wednesday, May 10, 2023

HEARING TYPE: REGULAR BUDGET YEAR: 2023

FUND NAME GENERAL FUND

FUND NO: 1000

DEPARTMENT NAME: REVENUE

DEPARTMENT NO: 1

AMENDMENT NO: 6366 REQUESTOR: COMMISSIONER PRECINCT #2

AMENDMENT REASON: INCREASE FOR SCRAP METAL RECYCLING, APPROVED IN CC 4/26 & 5/3

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE	FUND BAL DECREASE
49220	SALES-RECYCLABLES	999	NO GRANT	\$2,274	\$0	\$0	\$0	\$2,274	\$2,274
AMENDMENT NO 6366 TOTAL				\$2,274	\$0	\$0	\$0	\$2,274	\$2,274

REVENUE TOTAL \$2,274 \$0 \$0 \$0 \$2,274

DEPARTMENT NAME: ROAD AND BRIDGE-PRECINCT #2 DEPARTMENT NO: 550

AMENDMENT NO: 6366 REQUESTOR: COMMISSIONER PRECINCT #2

AMENDMENT REASON: INCREASE FOR SCRAP METAL RECYCLING, APPROVED IN CC 4/26 & 5/3

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	\$2,274	\$0	\$0	(\$2,274)
AMENDMENT NO 6366 TOTAL				\$0	\$0	\$2,274	\$0	\$0	(\$2,274)

ROAD AND BRIDGE-PRECINCT #2 TOTAL \$0 \$0 \$2,274 \$0 (\$2,274)

DEPARTMENT NAME: ROAD AND BRIDGE-PRECINCT #3 DEPARTMENT NO: 560

AMENDMENT NO: 6366 REQUESTOR: COMMISSIONER PRECINCT #3

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
53510	ROAD & BRIDGE SUPPLIES	999	NO GRANT	\$0	\$0	\$0	\$70,000	\$70,000	\$70,000
53540	GASOLINE/OIL/DIESEL/GREASE	999	NO GRANT	\$0	\$0	\$20,000	\$0	\$0	(\$20,000)

COMMISSIONERS' COURT BUDGET ADJUSTMENT APPROVAL LIST

HEARING DATE: Wednesday, May 10, 2023

HEARING TYPE: REGULAR BUDGET YEAR: 2023

FUND NAME GENERAL FUND

FUND NO: 1000

DEPARTMENT NAME: ROAD AND BRIDGE-PRECINCT #3

DEPARTMENT NO: 560

AMENDMENT NO: 6369 REQUESTOR: COMMISSIONER PRECINCT #3

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
62510	EQUIPMENT RENTAL	999	NO GRANT	\$0	\$0	\$50,000	\$0	(\$50,000)	\$0
AMENDMENT NO 6369 TOTAL				\$0	\$0	\$70,000	\$70,000	\$0	\$0

ROAD AND BRIDGE-PRECINCT #3 TOTAL \$0 \$0 \$70,000 \$70,000 \$0

DEPARTMENT NAME: SHERIFF

DEPARTMENT NO: 760

AMENDMENT NO: 6370 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
60360	AUTOMOTIVE REPAIRS	999	NO GRANT	\$0	\$0	\$10,000	\$0	(\$10,000)	\$0
65464	REPAIRS-INSURANCE RECOVERY	999	NO GRANT	\$0	\$0	\$0	\$10,000	\$10,000	\$0
AMENDMENT NO 6370 TOTAL				\$0	\$0	\$10,000	\$10,000	\$0	\$0

SHERIFF TOTAL \$0 \$0 \$10,000 \$10,000 \$0

GENERAL FUND TOTAL \$2,274 \$0 \$88,109 \$85,835 \$0

FUND NAME AIRPORT FUND

FUND NO: 2610

DEPARTMENT NAME: NO DEPARTMENT

DEPARTMENT NO: 999

COMMISSIONERS' COURT BUDGET ADJUSTMENT APPROVAL LIST

HEARING DATE: Wednesday, May 10, 2023

HEARING TYPE: REGULAR BUDGET YEAR: 2023

FUND NAME AIRPORT FUND

FUND NO: 2610

DEPARTMENT NAME: NO DEPARTMENT

DEPARTMENT NO: 999

AMENDMENT NO: 6370 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
53905	OTHER SUPPLIES	999	NO GRANT	\$0	\$0	\$138	\$0		(\$138)
64320	OTHER SERVICES/PROGRAMS	999	NO GRANT	\$0	\$0	\$0	\$138		\$138
AMENDMENT NO 6370 TOTAL				\$0	\$0	\$138	\$138		\$0

NO DEPARTMENT TOTAL	\$0	\$0	\$138	\$138	\$0
AIRPORT FUND TOTAL	\$0	\$0	\$138	\$138	\$0

FUND NAME COASTAL PROTECTION FUND

FUND NO: 2660

DEPARTMENT NAME: NO DEPARTMENT

DEPARTMENT NO: 999

AMENDMENT NO: 6367 REQUESTOR: COASTAL PROTECTION FUND (GOMESA)

AMENDMENT REASON: BILL SANDERS MEMORIAL PARK CMP APPLICATION

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE	FUND BAL DECREASE
62740	GRANT SERVICES	999	NO GRANT	\$0	\$0	\$600	\$0		(\$600)
73180	IMPROVEMENTS-EROSION CONTROL	999	NO GRANT	\$0	\$0	\$0	\$600		\$600
AMENDMENT NO 6367 TOTAL				\$0	\$0	\$600	\$600		\$0

AMENDMENT NO: 6368 REQUESTOR: COASTAL PROTECTION FUND (GOMESA)

AMENDMENT REASON: KING FISHER BEACH PARK CMP APPLICATION

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE	FUND BAL DECREASE
62740	GRANT SERVICES	999	NO GRANT	\$0	\$0	\$600	\$0		(\$600)

COMMISSIONERS' COURT BUDGET ADJUSTMENT APPROVAL LIST

HEARING DATE: Wednesday, May 10, 2023

HEARING TYPE: REGULAR BUDGET YEAR: 2023

FUND NAME COASTAL PROTECTION FUND

FUND NO: 2660

DEPARTMENT NAME: NO DEPARTMENT

DEPARTMENT NO: 999

AMENDMENT NO: 6368 REQUESTOR: COASTAL PROTECTION FUND (GOMESA)

AMENDMENT REASON: KING FISHER BEACH PARK CMP APPLICATION

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE (DECREASE)
73180	IMPROVEMENTS-EROSION CONTRO	999	NO GRANT	\$0	\$0	\$0	\$600	\$600
AMENDMENT NO 6368 TOTAL				\$0	\$0	\$600	\$600	\$0
NO DEPARTMENT TOTAL				\$0	\$0	\$1,200	\$1,200	\$0
COASTAL PROTECTION FUND TOTAL				\$0	\$0	\$1,200	\$1,200	\$0
Grand Total				\$2,274	\$0	\$89,447	\$87,173	\$0

27

27. 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 2023:

RESULT:

APPROVED [UNANIMOUS]

MOVER:

David Hall, Commissioner Pct 1

SECONDER:

Vern Lyssy, Commissioner Pct 2

AYES:

Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

Adjourned 11:02am

May 10, 2023

APPROVAL LIST - 2023 BUDGET
COMMISSIONERS COURT MEETING OF

05/10/23

BALANCE BROUGHT FORWARD FROM APPROVAL LIST REPORT PAGE 22

\$437,381.59

AFIAC
PRINCIPAL FINANCIAL GROUP
TEXAS COUNTY & DISTRICT RETIREMENT SYSTEM

MAY 2023 PREMIUMS
MAY 2023 PREMIUMS
APRIL 2023

P/R \$ 2,340.36
P/R \$ 1,732.92
P/R \$ 181,790.81

TOTAL VENDOR DISBURSEMENTS:

\$ 623,245.68 ✓

PAYROLL FOR MAY 12, 2023

P/R \$ 343,998.43 ✓

TOTAL PAYROLL AMOUNT:

\$ 343,998.43 ✓

CALHOUN COUNTY OPERATING ACCOUNT (TRANSFER FROM MONEY MKT ACCT TO OP ACCT - FOR AP & PR)

\$ 2,000,000.00 ✓

TOTAL INVESTMENT ACTIVITY AND TRANSFERS BETWEEN FUNDS:

\$ 2,000,000.00 ✓

TOTAL AMOUNT FOR APPROVAL:

\$ 2,967,244.11 ✓

MEMORIAL MEDICAL CENTER

COMMISSIONERS COURT APPROVAL LIST FOR ---May 10, 2023

TOTALS TO BE APPROVED - TRANSFERRED FROM ATTACHED PAGES

TOTAL PAYABLES, PAYROLL AND ELECTRONIC BANK PAYMENTS	\$ 1,033,621.38	✓

TOTAL TRANSFERS BETWEEN FUNDS	\$ 237,291.53	✓

TOTAL NURSING HOME UPL EXPENSES	\$ 418,465.34	✓

TOTAL INTER-GOVERNMENT TRANSFERS	\$ -	

GRAND TOTAL DISBURSEMENTS APPROVED May 10, 2023	\$ 1,689,378.25	✓

MEMORIAL MEDICAL CENTER
COMMISSIONERS COURT APPROVAL LIST FOR ---May 10, 2023

PAYABLES AND PAYROLL

5/5/2023 Weekly Payables	520,189.27
5/5/2023 Patient Refunds	298.83
5/8/2023 Veronica Ortiz-employee payroll re-issue due to return from bank	753.70
5/8/2023 McKesson-340B Prescription Expense	12,366.36
5/8/2023 Amerisource Bergen-340B Prescription Expense	1,124.04
5/8/2023 Payroll Liabilities -Payroll Taxes	120,566.98
5/8/2023 Payroll	376,983.77

Prosperity Electronic Bank Payments

5/3-5/5/23 Credit Card & Lease Fees	899.51
5/1-5/5/23 Pay Plus-Patient Claims Processing Fee	408.22
5/2/2023 Authnet Gateway Billing-3rd Party Payor Fee	30.70

TOTAL PAYABLES, PAYROLL AND ELECTRONIC BANK PAYMENTS \$ 1,033,621.38

TRANSFER BETWEEN FUNDS FROM MMC TO NURSING HOMES

5/5/2023 MMC Operating to Ashford-correction of NH QIPP payment deposited into MMC Operating	6,392.03
5/5/2023 MMC Operating to Solera-correction of NH QIPP payment deposited into MMC Operating	2,886.09
5/5/2023 MMC Operating to Fort bend-correction of NH QIPP payment deposited into MMC Operating	2,772.03
5/5/2023 MMC Operating to Broadmoor-correction of NH Insurance and QIPP payment deposited into MMC Operating	4,480.32
5/5/2023 MMC Operating to Crescent-correction of NH insurance and QIPP payment deposited into MMC Operating in error	7,413.44
5/5/2023 MMC Operating to Golden Creek-correction of NH insurance and QIPP payment deposited into MMC Operating in error	92,674.29
5/5/2023 MMC Operating to Gulf Pointe Plaza -correction of NH insurance and QIPP payment deposited into MMC Operating	3,915.29
5/5/2023 MMC Operating to Tuscany Village-correction of NH insurance and QIPP payment deposited into MMC Operating	11,323.63
5/5/2023 MMC Operating to Bethany-correction of NH insurance payment deposited into MMC Operating	105,634.41

TOTAL TRANSFERS BETWEEN FUNDS \$ 237,291.53

NURSING HOME UPL EXPENSES

5/8/2023 Nursing Home UPL-Cantex Transfer	129,671.54
5/8/2023 Nursing Home UPL-Nexion Transfer	61,284.74
5/8/2023 Nursing Home UPL-HMG Transfer	60,760.05
5/8/2023 Nursing Home UPL-Tuscany Transfer	37,540.93
5/8/2023 Nursing Home UPL-HSL Transfer	111,658.08

TRANSFER OF FUNDS BETWEEN NURSING HOMES

5/8/2023 Crescent to Tuscany-correction of Tuscany insurance payment deposited into Crescent in error	17,550.00

TOTAL NURSING HOME UPL EXPENSES \$ 418,465.34

TOTAL INTER-GOVERNMENT TRANSFERS \$ -

GRAND TOTAL DISBURSEMENTS APPROVED May 10, 2023 \$ 1,689,378.25

RECEIVED BY THE
COUNTY AUDITOR ON

MAY 04 2023

05/04/2023

CALHOUN COUNTY, TEXAS

MEMORIAL MEDICAL CENTER

AP Open Invoice List

Due Dates Through: 05/25/2023

0

ap_open_invoice.template

Vendor#	Vendor Name	Class	Pay Code								
14880	AETNA INC. ✓										
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net		
180391 ✓		04/28/20	04/21/20	05/12/20		55.42	0.00	0.00	55.42	✓	
	PT REFUND										
213342 ✓		04/28/20	04/21/20	05/12/20		59.26	0.00	0.00	59.26	✓	
	PT REFUND I										
215701 ✓		04/28/20	04/21/20	05/12/20		28.74	0.00	0.00	28.74	✓	
	PT REFUND I										
180429 ✓		04/28/20	04/21/20	05/12/20		75.42	0.00	0.00	75.42	✓	
	PT REFUND I										
217776 ✓		04/28/20	04/21/20	05/12/20		28.74	0.00	0.00	28.74	✓	
	PT REFUND E										
180422 ✓		04/28/20	04/21/20	05/12/20		75.42	0.00	0.00	75.42	✓	
	PT REFUND										
178856 ✓		04/28/20	04/21/20	05/15/20		55.42	0.00	0.00	55.42	✓	
	PT REFUND										
Vendor Totals						Number	Name	Gross	Discount	No-Pay	Net
						14880	AETNA INC.	378.42	0.00	0.00	378.42
Vendor#	Vendor Name	Class	Pay Code								
A1680	AIRGAS USA, LLC - CENTRAL DIV ✓	M									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net		
9996843842 ✓		04/28/20	04/30/20	05/25/20		301.85	0.00	0.00	301.85	✓	
	OXYGEN										
9137537551 ✓		04/28/20	04/30/20	05/25/20		2,481.16	0.00	0.00	2,481.16	✓	
	BULK RENTAL										
Vendor Totals						Number	Name	Gross	Discount	No-Pay	Net
						A1680	AIRGAS USA, LLC - CENTRAL DIV	2,783.01	0.00	0.00	2,783.01
Vendor#	Vendor Name	Class	Pay Code								
12900	AMANDA GRIGGS ✓										
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net		
4202023		04/28/20	04/20/20	05/15/20		284.95	0.00	0.00	284.95	✓	
	TRAVEL REIMB ~~Amount Through workshop 4/15-4/16/23~~										
042023		04/28/20	04/20/20	05/15/20		60.00	0.00	0.00	60.00	✓	
	LSVT CERT										
Vendor Totals						Number	Name	Gross	Discount	No-Pay	Net
						12900	AMANDA GRIGGS	344.95	0.00	0.00	344.95
Vendor#	Vendor Name	Class	Pay Code								
14028	AMAZON CAPITAL SERVICES ✓										
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net		
1XDC-WV3L-J7LT ✓		04/25/20	04/23/20	05/23/20		76.16	0.00	0.00	76.16	✓	
	SUPPLIES										
Vendor Totals						Number	Name	Gross	Discount	No-Pay	Net
						14028	AMAZON CAPITAL SERVICES	76.16	0.00	0.00	76.16
Vendor#	Vendor Name	Class	Pay Code								
A2150	ANNOUNCEMENTS PLUS TOO AGAIN ✓	W									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net		
4627 ✓		04/25/20	04/19/20	04/29/20		23.97	0.00	0.00	23.97	✓	

SUPPLIES

Vendor#	Vendor Name	Class	Pay Code	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net
Vendor Totals													
Number Name Gross Discount No-Pay Net													
A2150 ANNOUNCEMENTS PLUS TOO AGAIN 23.97 0.00 0.00 23.97													
Vendor# Vendor Name Class Pay Code													
A2600	AUTO PARTS & MACHINE CO. ✓	W											
Invoice# Comment Tran Dt Inv Dt Due Dt Check D Pay Gross Discount No-Pay Net													
006593 ✓ 04/28/20 04/26/20 05/11/20 56.24 0.00 0.00 56.24 ✓													
SUPPLIES													
Vendor Totals													
Number Name Gross Discount No-Pay Net													
A2600 AUTO PARTS & MACHINE CO. 56.24 0.00 0.00 56.24													
Vendor# Vendor Name Class Pay Code													
B1150	BAXTER HEALTHCARE ✓	W											
Invoice# Comment Tran Dt Inv Dt Due Dt Check D Pay Gross Discount No-Pay Net													
78682531 ✓ 04/25/20 04/04/20 04/29/20 695.24 0.00 0.00 695.24 ✓													
SUPPLIES													
78791727 ✓ 04/25/20 04/17/20 05/12/20 578.41 0.00 0.00 578.41 ✓													
SUPPLIES													
78858742 ✓ 04/25/20 04/25/20 05/20/20 347.62 0.00 0.00 347.62 ✓													
SUPPLIES													
78838913 ✓ 04/28/20 04/21/20 05/16/20 2,367.50 0.00 0.00 2,367.50 ✓													
LEASE													
78838925 ✓ 04/28/20 04/21/20 05/16/20 629.50 0.00 0.00 629.50 ✓													
LEASE													
78844167 ✓ 04/30/20 04/23/20 05/18/20 591.50 0.00 0.00 591.50 ✓													
LEASE													
Vendor Totals													
Number Name Gross Discount No-Pay Net													
B1150 BAXTER HEALTHCARE 5,209.77 0.00 0.00 5,209.77													
Vendor# Vendor Name Class Pay Code													
B1220	BECKMAN COULTER INC ✓	M											
Invoice# Comment Tran Dt Inv Dt Due Dt Check D Pay Gross Discount No-Pay Net													
110574704 ✓ 04/25/20 04/24/20 05/19/20 1,142.70 0.00 0.00 1,142.70 ✓													
SUPPLIES													
110574807 ✓ 04/28/20 04/24/20 05/19/20 856.35 0.00 0.00 856.35 ✓													
SUPPLIES													
Vendor Totals													
Number Name Gross Discount No-Pay Net													
B1220 BECKMAN COULTER INC 1,999.05 0.00 0.00 1,999.05													
Vendor# Vendor Name Class Pay Code													
14504	BG MEDICAL LLC ✓												
Invoice# Comment Tran Dt Inv Dt Due Dt Check D Pay Gross Discount No-Pay Net													
195729A ✓ 04/25/20 03/22/20 03/22/20 19,550.00 0.00 0.00 19,550.00 ✓													
SUPPLIES replacement surgical mask related to humidity issue													
Vendor Totals													
Number Name Gross Discount No-Pay Net													
14504 BG MEDICAL LLC 19,550.00 0.00 0.00 19,550.00													
Vendor# Vendor Name Class Pay Code													
11211	BHB MACHINE & PUMP REPAIR, LLC ✓												
Invoice# Comment Tran Dt Inv Dt Due Dt Check D Pay Gross Discount No-Pay Net													
02309358 ✓ 05/02/20 05/02/20 05/15/20 990.99 0.00 0.00 990.99 ✓													
SUPPLIES													
Vendor Totals													
Number Name Gross Discount No-Pay Net													
11211 BHB MACHINE & PUMP REPAIR, LLC 990.99 0.00 0.00 990.99													
Vendor# Vendor Name Class Pay Code													

11072 BIO-RAD LABORATORIES, INC ✓

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net
906292642 ✓		04/28/20	04/20/20	05/20/20		899.21	0.00	0.00	899.21 ✓

SUPPLIES

Vendor Totals Number	Name	Gross	Discount	No-Pay	Net
11072	BIO-RAD LABORATORIES, INC	899.21	0.00	0.00	899.21

Vendor# Vendor Name Class Pay Code

B1650 BOSART LOCK & KEY INC ✓

M

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net
126117 ✓		04/28/20	04/27/20	05/25/20		29.20	0.00	0.00	29.20 ✓

SUPPLIES

Vendor Totals Number	Name	Gross	Discount	No-Pay	Net
B1650	BOSART LOCK & KEY INC	29.20	0.00	0.00	29.20

Vendor# Vendor Name Class Pay Code

B1800 BRIGGS HEALTHCARE ✓

M

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net
B427240 ✓		04/28/20	04/24/20	05/24/20		285.65	0.00	0.00	285.65 ✓

SUPPLIES

Vendor Totals Number	Name	Gross	Discount	No-Pay	Net
B1800	BRIGGS HEALTHCARE	285.65	0.00	0.00	285.65

Vendor# Vendor Name Class Pay Code

C1048 CALHOUN COUNTY ✓

W

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net
52515267 ✓		04/28/20	04/24/20	05/24/20		33,685.48	0.00	0.00	33,685.48 ✓

SHELL ENERGY

52516591 ✓		04/28/20	04/24/20	05/24/20		1,416.82	0.00	0.00	1,416.82 ✓

SHELL ENERGY

52516658 ✓		04/28/20	04/24/20	05/24/20		8.47	0.00	0.00	8.47 ✓

SHELL ENERGY

52517038 ✓		04/28/20	04/24/20	05/24/20		437.81	0.00	0.00	437.81 ✓

SHELL 1893649

52516587 ✓		04/28/20	04/24/20	05/24/20		18.86	0.00	0.00	18.86 ✓

SHELL ENERGY

Vendor Totals Number	Name	Gross	Discount	No-Pay	Net
C1048	CALHOUN COUNTY	35,567.44	0.00	0.00	35,567.44

Vendor# Vendor Name Class Pay Code

13000 CLEARFLY ✓

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net
INV509271 ✓		05/01/20	05/01/20	05/15/20		1,196.17	0.00	0.00	1,196.17 ✓

PHONE

Vendor Totals Number	Name	Gross	Discount	No-Pay	Net
13000	CLEARFLY	1,196.17	0.00	0.00	1,196.17

Vendor# Vendor Name Class Pay Code

10212 CLINICAL PATHOLOGY LABS ✓

ICP

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net
17658-202303 ✓		04/28/20	03/31/20	04/30/20		22,764.27	0.00	0.00	22,764.27 ✓

LAB SERV

Vendor Totals Number	Name	Gross	Discount	No-Pay	Net
10212	CLINICAL PATHOLOGY LABS	22,764.27	0.00	0.00	22,764.27

Vendor# Vendor Name Class Pay Code

13032 DAWN MAREK

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net
050123		04/28/20	05/01/20	05/15/20		469.39	0.00	0.00	469.39 ✓
TRAVEL REIMB #1615 and Injury Scaling Conference 4/26-4/27/23									
Vendor Total#	Number	Name				Gross	Discount	No-Pay	Net
	13032	DAWN MAREK				469.39	0.00	0.00	469.39
Vendor#	Vendor Name				Class	Pay Code			
10368	DEWITT POTH & SON ✓								
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net
716707-0 ✓		04/28/20	04/24/20	05/19/20		19.91	0.00	0.00	19.91 ✓
SUPPLIES									
716697-0 ✓		04/28/20	04/24/20	05/19/20		277.17	0.00	0.00	277.17 ✓
SUPPLIES									
717097-0 ✓		04/28/20	04/28/20	05/23/20		288.88	0.00	0.00	288.88 ✓
SUPPLIES									
Vendor Total#	Number	Name				Gross	Discount	No-Pay	Net
	10368	DEWITT POTH & SON				585.96	0.00	0.00	585.96
Vendor#	Vendor Name				Class	Pay Code			
10789	DISCOVERY MEDICAL NETWORK INC ✓								
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net
MMC043023 ✓		04/30/20	04/30/20	05/01/20		218,082.87	0.00	0.00	218,082.87 ✓
PHYSICIAN SERVICES (4/14 - 4/30/23)									
Vendor Total#	Number	Name				Gross	Discount	No-Pay	Net
	10789	DISCOVERY MEDICAL NETWORK INC				218,082.87	0.00	0.00	218,082.87
Vendor#	Vendor Name				Class	Pay Code			
11291	DOWELL PEST CONTROL ✓								
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net
16907 ✓		04/26/20	04/24/20	05/19/20		105.00	0.00	0.00	105.00 ✓
PEST CONTROL									
16899 ✓		04/26/20	04/24/20	05/19/20		160.00	0.00	0.00	160.00 ✓
PEST CONTROL									
Vendor Total#	Number	Name				Gross	Discount	No-Pay	Net
	11291	DOWELL PEST CONTROL				265.00	0.00	0.00	265.00
Vendor#	Vendor Name				Class	Pay Code			
G0501	DR JEANNINE GRIFFIN ✓								
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net
040123		04/28/20	04/15/20	05/15/20		5,000.00	0.00	0.00	5,000.00 ✓
APR 23 (10 DAYS) (4/11 - 4/23/23) Pediatric on call									
Vendor Total#	Number	Name				Gross	Discount	No-Pay	Net
	G0501	DR JEANNINE GRIFFIN				5,000.00	0.00	0.00	5,000.00
Vendor#	Vendor Name				Class	Pay Code			
14832	DR JOHN CLINTON								
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net
040123		04/28/20	04/30/20	05/15/20		7,000.00	0.00	0.00	7,000.00 ✓
APRIL 23 (14 DAYS) (4/13 - 4/24/23) Pediatric on call									
Vendor Total#	Number	Name				Gross	Discount	No-Pay	Net
	14832	DR JOHN CLINTON				7,000.00	0.00	0.00	7,000.00
Vendor#	Vendor Name				Class	Pay Code			
W1372	DR. JOHN WRIGHT								
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net
040123		04/28/20	04/16/20	05/15/20		3,000.00	0.00	0.00	3,000.00 ✓
APR 23 (6 DAYS) (4/11 - 4/16/23) Pediatric on call									

Vendor Totals		Number	Name			Gross	Discount	No-Pay	Net
		W1372	DR. JOHN WRIGHT			3,000.00	0.00	0.00	3,000.00
Vendor#	Vendor Name			Class	Pay Code				
12044	DRIESSEN WATER INC. (CULLIGAN)	✓							
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net
04302023	✓	04/30/20	04/30/20	05/22/20		340.45	0.00	0.00	340.45 ✓
WATER									
Vendor Totals		Number	Name			Gross	Discount	No-Pay	Net
		12044	DRIESSEN WATER INC. (CULLIGAN)			340.45	0.00	0.00	340.45
Vendor#	Vendor Name			Class	Pay Code				
10175	DSHS CENTRAL LAB MC2004	✓							
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net
032023		04/28/20	04/03/20	04/28/20		1,588.75	0.00	0.00	1,588.75 ✓
LAB SERV									
Vendor Totals		Number	Name			Gross	Discount	No-Pay	Net
		10175	DSHS CENTRAL LAB MC2004			1,588.75	0.00	0.00	1,588.75
Vendor#	Vendor Name			Class	Pay Code				
C2510	EVIDENT	✓		M					
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net
T2304171378	✓	04/28/20	04/17/20	05/12/20		9,315.24	0.00	0.00	9,315.24 ✓
BUSINESS SERV									
Vendor Totals		Number	Name			Gross	Discount	No-Pay	Net
		C2510	EVIDENT			9,315.24	0.00	0.00	9,315.24
Vendor#	Vendor Name			Class	Pay Code				
F1300	FIRESTONE OF PORT LAVACA	✓		W					
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net
0081126	✓	04/28/20	03/06/20	04/06/20		121.08	0.00	0.00	121.08 ✓
OIL CHANGE									
0081169	✓	04/28/20	03/08/20	04/08/20		79.91	0.00	0.00	79.91 ✓
OIL CHANGE									
Vendor Totals		Number	Name			Gross	Discount	No-Pay	Net
		F1300	FIRESTONE OF PORT LAVACA			200.99	0.00	0.00	200.99
Vendor#	Vendor Name			Class	Pay Code				
F1400	FISHER HEALTHCARE	✓		M					
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net
2296173	✓	04/25/20	04/19/20	05/14/20		257.86	0.00	0.00	257.86 ✓
SUPPLIES									
2296172	✓	04/25/20	04/19/20	05/14/20		520.25	0.00	0.00	520.25 ✓
SUPPLIES									
2334599	✓	04/25/20	04/20/20	05/15/20		204.54	0.00	0.00	204.54 ✓
SUPPLIES									
2371468	✓	04/25/20	04/21/20	05/16/20		16.64	0.00	0.00	16.64 ✓
SUPPLIES									
2407042	✓	04/25/20	04/24/20	05/19/20		136.80	0.00	0.00	136.80 ✓
SUPPLIES									
2445120	✓	04/25/20	04/25/20	05/20/20		402.02	0.00	0.00	402.02 ✓
SUPPLIES									
2445119	✓	04/25/20	04/25/20	05/20/20		52.60	0.00	0.00	52.60 ✓
SUPPLIES									
Vendor Totals		Number	Name			Gross	Discount	No-Pay	Net
		F1400	FISHER HEALTHCARE			1,590.71	0.00	0.00	1,590.71

Vendor#	Vendor Name	Class	Pay Code							
11183	FRONTIER ✓									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net	
041923		04/28/20	04/19/20	05/15/20		70.40	0.00	0.00	70.40	✓
	PHONE									
042323		04/28/20	04/23/20	05/17/20		39.05	0.00	0.00	39.05	✓
	PHONE									
Vendor Totals						Number Name	Gross	Discount	No-Pay	Net
						11183 FRONTIER	109.45	0.00	0.00	109.45
Vendor#	Vendor Name	Class	Pay Code							
14156	FUJI FILM ✓									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net	
91323950		04/28/20	04/25/20	05/15/20		7,908.33	0.00	0.00	7,908.33	✓
	CONTRACT									
Vendor Totals						Number Name	Gross	Discount	No-Pay	Net
						14156 FUJI FILM	7,908.33	0.00	0.00	7,908.33
Vendor#	Vendor Name	Class	Pay Code							
12948	GREAT AMERICA FINANCIAL SVCS ✓									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net	
33185235REV		04/28/20	01/06/20	01/31/20		149.72	0.00	0.00	149.72	✓
	COPIERS									
33558927REV		04/28/20	01/28/20	02/28/20		106.76	0.00	0.00	106.76	✓
	COPIERS									
Vendor Totals						Number Name	Gross	Discount	No-Pay	Net
						12948 GREAT AMERICA FINANCIAL SVCS	256.48	0.00	0.00	256.48
Vendor#	Vendor Name	Class	Pay Code							
G0401	GULF COAST DELIVERY ✓									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net	
042823		04/28/20	04/28/20	05/25/20		75.00	0.00	0.00	75.00	✓
	REPORT/SLIDES (4/12-4/17/20)									
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 D	Pay Gross	Discount	No-Pay	Net	
2385680		04/25/20	04/25/20	05/25/20		39.00	0.00	0.00	39.00	✓
	SUPPLIES									
2386310		04/25/20	04/26/20	05/25/20		6.00	0.00	0.00	6.00	✓
	SUPPLIES									
Vendor Totals						Number Name	Gross	Discount	No-Pay	Net
						G1210 GULF COAST PAPER COMPANY	45.00	0.00	0.00	45.00
Vendor#	Vendor Name	Class	Pay Code							
H0031	HEB CREDIT RECEIVABLES DEPT308 ✓									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net	
042623		04/28/20	04/26/20	05/25/20		974.95	0.00	0.00	974.95	
Vendor Totals						Number Name	Gross	Discount	No-Pay	Net
						H0031 HEB CREDIT RECEIVABLES DEPT308	974.95	0.00	0.00	974.95
Vendor#	Vendor Name	Class	Pay Code							
14872	HOLLAND & KNIGHT LLP ✓									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net	

33089259 ✓	04/30/20 04/06/20 04/06/20				643.50	0.00	0.00	643.50 ✓	
PROF FEES - legal									
Vendor Totals Number Name					Gross	Discount	No-Pay	Net	
14872 HOLLAND & KNIGHT LLP					643.50	0.00	0.00	643.50	
Vendor#	Vendor Name	Class		Pay Code					
14864	INTERNATIONAL BIOMEDICAL ✓								
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net
168868 ✓		04/28/20	04/27/20	05/15/20		223.72	0.00	0.00	223.72 ✓
SUPPLIES									
Vendor Totals Number Name					Gross	Discount	No-Pay	Net	
14864 INTERNATIONAL BIOMEDICAL					223.72	0.00	0.00	223.72	
Vendor#	Vendor Name	Class		Pay Code					
11285	ITA RESOURCES INC ✓								
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net
MMC052023 ✓		05/01/20	05/01/20	05/21/20		28,760.17	0.00	0.00	28,760.17 ✓
RESPIRATORY SERV									
Vendor Totals Number Name					Gross	Discount	No-Pay	Net	
11285 ITA RESOURCES INC					28,760.17	0.00	0.00	28,760.17	
Vendor#	Vendor Name	Class		Pay Code					
11108	ITERSOURCE CORPORATION ✓								
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net
711631 ✓		04/28/20	05/01/20	05/01/20		250.00	0.00	0.00	250.00 ✓
MONTHLY SUPPORT									
Vendor Totals Number Name					Gross	Discount	No-Pay	Net	
11108 ITERSOURCE CORPORATION					250.00	0.00	0.00	250.00	
Vendor#	Vendor Name	Class		Pay Code					
12664	KNOWBE4, INC. ✓								
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net
INV249993 ✓		04/28/20	04/17/20	05/17/20		6,210.00	0.00	0.00	6,210.00 ✓
DIAMOND 1YR SUB									
Vendor Totals Number Name					Gross	Discount	No-Pay	Net	
12664 KNOWBE4, INC.					6,210.00	0.00	0.00	6,210.00	
Vendor#	Vendor Name	Class		Pay Code					
M1950	MARTIN PRINTING CO ✓	W							
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net
79474 ✓		04/28/20	05/01/20	05/01/20		70.55	0.00	0.00	70.55 ✓
APPT CARD RADIOLOGY									
Vendor Totals Number Name					Gross	Discount	No-Pay	Net	
M1950 MARTIN PRINTING CO					70.55	0.00	0.00	70.55	
Vendor#	Vendor Name	Class		Pay Code					
10613	MEDIMPACT HEALTHCARE SYS, INC. ✓	A/P							
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net
050223 ✓		04/28/20	05/02/20	05/10/20		19.21	0.00	0.00	19.21 ✓
PHARM REIMB									
Vendor Totals Number Name					Gross	Discount	No-Pay	Net	
10613 MEDIMPACT HEALTHCARE SYS, INC.					19.21	0.00	0.00	19.21	
Vendor#	Vendor Name	Class		Pay Code					
M2470	MEDLINE INDUSTRIES INC ✓	M							
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net
2263323512 ✓		04/25/20	04/18/20	05/13/20		948.99	0.00	0.00	948.99 ✓
SUPPLIES									

2263446026	✓	04/25/20 04/19/20 05/14/20	625.46	0.00	0.00	625.46	✓		
SUPPLIES									
2263446025	✓	04/25/20 04/19/20 05/14/20	170.41	0.00	0.00	170.41	✓		
SUPPLIES									
2263446029	✓	04/25/20 04/19/20 05/14/20	28.07	0.00	0.00	28.07	✓		
SUPPLIES									
2263446027	✓	04/25/20 04/19/20 05/14/20	6,212.43	0.00	0.00	6,212.43	✓		
SUPPLIES									
2263446028	✓	04/25/20 04/19/20 05/14/20	19.44	0.00	0.00	19.44	✓		
SUPPLIES									
2263922396	✓	04/26/20 04/20/20 05/15/20	372.30	0.00	0.00	372.30	✓		
SUPPLIES									
2263989278	✓	04/25/20 04/21/20 05/16/20	22.18	0.00	0.00	22.18	✓		
SUPPLIES									
2263715196	✓	04/25/20 04/25/20 05/20/20	39.98	0.00	0.00	39.98	✓		
SUPPLIES									
2263323510	✓	04/28/20 04/18/20 05/13/20	6,721.24	0.00	0.00	6,721.24	✓		
SUPPLIES									
226433852	✓	04/28/20 04/24/20 05/19/20	216.28	0.00	0.00	216.28	✓		
SUPPLIES									
2264440940	✓	04/28/20 04/25/20 05/20/20	88.69	0.00	0.00	88.69	✓		
SUPPLIES									
2264440941	✓	04/28/20 04/25/20 05/20/20	78.13	0.00	0.00	78.13	✓		
SUPPLIES									
2264440942	✓	04/28/20 04/25/20 05/20/20	37.69	0.00	0.00	37.69	✓		
SUPPLIES									
Vendor Totals			Number	Name	Gross	Discount	No-Pay	Net	
			M2470	MEDLINE INDUSTRIES INC	15,581.29	0.00	0.00	15,581.29	
Vendor#	Vendor Name		Class	Pay Code					
M2621	MMC AUXILIARY GIFT SHOP		W						
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D Pay	Gross	Discount	No-Pay	Net
042723		04/28/20	04/27/20	05/15/20		150.49	0.00	0.00	150.49
PAYROLL DEDUCT									
Vendor Totals			Number	Name	Gross	Discount	No-Pay	Net	
			M2621	MMC AUXILIARY GIFT SHOP	150.49	0.00	0.00	150.49	
Vendor#	Vendor Name		Class	Pay Code					
10536	MORRIS & DICKSON CO, LLC								
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D Pay	Gross	Discount	No-Pay	Net
9017544		04/28/20	12/20/20	12/30/20		4,439.62	0.00	0.00	4,439.62
INVENTORY									
2454		04/28/20	01/12/20	01/22/20		-73.00	0.00	0.00	-73.00
CREDIT									
9140177		04/28/20	01/22/20	02/01/20		2,546.46	0.00	0.00	2,546.46
INVENTORY									
9140178		04/28/20	01/22/20	02/01/20		53.27	0.00	0.00	53.27
INVENTORY									
9143203		04/28/20	01/23/20	02/02/20		1,166.55	0.00	0.00	1,166.55
INVENTORY									
SC1770		04/28/20	01/25/20	02/04/20		607.88	0.00	0.00	607.88
SERVICE CHARGE									
9207281		04/28/20	02/08/20	02/18/20		941.51	0.00	0.00	941.51

92200330	INVENTORY	04/28/20	02/12/20	02/22/20	67.16	0.00	0.00	67.16		
7398	INVENTORY	04/28/20	03/07/20	03/17/20	-6.86	0.00	0.00	-6.86		
0726	CREDIT	04/28/20	04/25/20	05/05/20	-307.98	0.00	0.00	-307.98		
SC2360	CREDIT	04/28/20	04/25/20	05/05/20	142.00	0.00	0.00	142.00		
SC2359	SERVICE CHARGE	04/28/20	04/25/20	05/05/20	519.38	0.00	0.00	519.38		
0978	SERVICE CHARGE	04/28/20	04/25/20	05/05/20	-291.24	0.00	0.00	-291.24		
SC2358	CREDIT	04/28/20	04/25/20	05/05/20	230.96	0.00	0.00	230.96		
9507891	SERVICE CHARGE	04/28/20	04/26/20	05/06/20	1,167.26	0.00	0.00	1,167.26		
9509470	INVENTORY	04/28/20	04/26/20	05/06/20	13.99	0.00	0.00	13.99		
9509866	INVENTORY	04/28/20	04/26/20	05/06/20	10.56	0.00	0.00	10.56		
9507889	INVENTORY	04/28/20	04/26/20	05/06/20	637.67	0.00	0.00	637.67		
9507888	INVENTORY	04/28/20	04/26/20	05/06/20	110.87	0.00	0.00	110.87		
1289	INVENTORY	04/28/20	04/26/20	05/06/20	-949.92	0.00	0.00	-949.92		
9509867	CREDIT	04/28/20	04/26/20	05/06/20	2,875.84	0.00	0.00	2,875.84		
9513166	INVENTORY	04/28/20	04/27/20	05/07/20	98.19	0.00	0.00	98.19		
9515346	INVENTORY	04/28/20	04/27/20	05/07/20	434.30	0.00	0.00	434.30		
9513165	INVENTORY	04/28/20	04/27/20	05/07/20	291.43	0.00	0.00	291.43		
9522849	INVENTORY	04/28/20	04/30/20	05/10/20	5,601.09	0.00	0.00	5,601.09		
9522850	INVENTORY	04/28/20	04/30/20	05/10/20	14,235.19	0.00	0.00	14,235.19		
9520987	INVENTORY	04/28/20	04/30/20	05/10/20	71.45	0.00	0.00	71.45		
Vendor Totals					Number	Name	Gross	Discount	No-Pay	Net
					10536	MORRIS & DICKSON CO, LLC	34,633.63	0.00	0.00	34,633.63
Vendor#	Vendor Name				Class	Pay Code				
N1800	NURSES CHOICE CORPORATION				W					
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net	
0165459-IN		04/28/20	04/25/20	05/25/20		118.53	0.00	0.00	118.53	
					SUPPLIES					
Vendor Totals					Number	Name	Gross	Discount	No-Pay	Net
					N1800	NURSES CHOICE CORPORATION	118.53	0.00	0.00	118.53
Vendor#	Vendor Name				Class	Pay Code				

10152 PARTSSOURCE, LLC ✓

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net
04758628	SUPPLIES	04/25/20	04/18/20	05/18/20		188.19	0.00	0.00	188.19 ✓
04759974	SUPPLIES	04/25/20	04/19/20	05/19/20		21.45	0.00	0.00	21.45 ✓
04761699	SUPPLIES	04/25/20	04/20/20	05/20/20		250.14	0.00	0.00	250.14 ✓
04761700	SUPPLIES	04/25/20	04/20/20	05/20/20		21.89	0.00	0.00	21.89 ✓
04763662	SUPPLIES	04/25/20	04/21/20	05/21/20		97.60	0.00	0.00	97.60 ✓

Vendor Totals	Number	Name	Gross	Discount	No-Pay	Net
10152	PARTSSOURCE, LLC		579.07	0.00	0.00	579.07

Vendor# Vendor Name Class Pay Code

S0905 PERFORMANCE HEALTH ✓ M

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net
IN96320953	SUPPLIES	04/28/20	04/25/20	05/20/20		18.44	0.00	0.00	18.44 ✓

Vendor Totals	Number	Name	Gross	Discount	No-Pay	Net
S0905	PERFORMANCE HEALTH		18.44	0.00	0.00	18.44

Vendor# Vendor Name Class Pay Code

12708 POC ELECTRIC, LLC ✓

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net
3784	INSTALL QUAD RECEIPT	04/28/20	04/25/20	04/25/20		475.00	0.00	0.00	475.00 ✓

Vendor Totals	Number	Name	Gross	Discount	No-Pay	Net
12708	POC ELECTRIC, LLC		475.00	0.00	0.00	475.00

Vendor# Vendor Name Class Pay Code

P2200 POWER HARDWARE ✓ W

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net
043023	SUPPLIES	04/28/20	04/30/20	05/10/20		48.53	0.00	0.00	48.53 ✓

Vendor Totals	Number	Name	Gross	Discount	No-Pay	Net
P2200	POWER HARDWARE		48.53	0.00	0.00	48.53

Vendor# Vendor Name Class Pay Code

14060 RADCOM ASSOCIATES, LLC ✓

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net
INV001557	NUC MED	04/30/20	04/30/20	05/25/20		900.00	0.00	0.00	900.00 ✓

Vendor Totals	Number	Name	Gross	Discount	No-Pay	Net
14060	RADCOM ASSOCIATES, LLC		900.00	0.00	0.00	900.00

Vendor# Vendor Name Class Pay Code

11764 ROBERT RODRIQUEZ

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net
042623	TRAVEL 5am's Club 4/25/20	04/28/20	04/26/20	05/15/20		44.61	0.00	0.00	44.61 ✓
043023	TRAVEL 5am's Club 4/24/20	04/28/20	04/30/20	05/15/20		47.09	0.00	0.00	47.09 ✓

Vendor Totals	Number	Name	Gross	Discount	No-Pay	Net
11764	ROBERT RODRIQUEZ		91.70	0.00	0.00	91.70

Vendor#	Vendor Name				Class	Pay Code				
10936	SIEMENS FINANCIAL SERVICES ✓									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net	
56382300038079 ✓		04/28/20	04/24/20	05/14/20		4,038.24	0.00	0.00	4,038.24 ✓	
	CONTRACT									
56382300039130 ✓		04/29/20	04/29/20	05/19/20		1,333.33	0.00	0.00	1,333.33 ✓	
	LEASE									
Vendor Totals	Number	Name				Gross	Discount	No-Pay	Net	
	10936	SIEMENS FINANCIAL SERVICES				5,371.57	0.00	0.00	5,371.57	
Vendor#	Vendor Name				Class	Pay Code				
S2001	SIEMENS MEDICAL SOLUTIONS INC ✓				M					
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net	
116383192 ✓		04/28/20	04/28/20	05/23/20		3,402.25	0.00	0.00	3,402.25 ✓	
	AGILE MAX 64160									
Vendor Totals	Number	Name				Gross	Discount	No-Pay	Net	
	S2001	SIEMENS MEDICAL SOLUTIONS INC				3,402.25	0.00	0.00	3,402.25	
Vendor#	Vendor Name				Class	Pay Code				
14868	SINGLETON ASSOCIATES, P.A. ✓									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net	
246-033123-001 ✓		04/28/20	04/07/20	04/07/20		5,266.66	0.00	0.00	5,266.66 ✓	
	ONSITE SERVICES									
246-043023-001 ✓		05/02/20	05/02/20	05/02/20		12,466.66	0.00	0.00	12,466.66 ✓	
	RADIOLOGY SERV									
Vendor Totals	Number	Name				Gross	Discount	No-Pay	Net	
	14868	SINGLETON ASSOCIATES, P.A.				17,733.32	0.00	0.00	17,733.32	
Vendor#	Vendor Name				Class	Pay Code				
12288	SPBS CLINICAL EQUIPMENT SRVC ✓									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net	
INV019730523 ✓		04/28/20	05/01/20	05/02/20		10,238.92	0.00	0.00	10,238.92 ✓	
	MONTHLY CONTRACT									
Vendor Totals	Number	Name				Gross	Discount	No-Pay	Net	
	12288	SPBS CLINICAL EQUIPMENT SRVC				10,238.92	0.00	0.00	10,238.92	
Vendor#	Vendor Name				Class	Pay Code				
10845	STAPLES ✓									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net	
3534340118 ✓		04/28/20	03/31/20	04/30/20		37.13	0.00	0.00	37.13 ✓	
	SUPPLIES									
3537089551 ✓		04/30/20	04/30/20	05/15/20		91.86	0.00	0.00	91.86 ✓	
	SUPPLIES									
Vendor Totals	Number	Name				Gross	Discount	No-Pay	Net	
	10845	STAPLES				128.99	0.00	0.00	128.99	
Vendor#	Vendor Name				Class	Pay Code				
S3940	STERIS CORPORATION ✓				M					
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net	
11087228 ✓		04/25/20	04/20/20	05/15/20		113.63	0.00	0.00	113.63 ✓	
	SUPPLIES									
Vendor Totals	Number	Name				Gross	Discount	No-Pay	Net	
	S3940	STERIS CORPORATION				113.63	0.00	0.00	113.63	
Vendor#	Vendor Name				Class	Pay Code				
10735	STRYKER SUSTAINABILITY ✓									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net	

4692586	✓	04/25/20	04/19/20	05/19/20		2,235.30	0.00	0.00	2,235.30	✓	
SUPPLIES											
Vendor Totals Number Name						Gross	Discount	No-Pay	Net		
10735 STRYKER SUSTAINABILITY						2,235.30	0.00	0.00	2,235.30		
Vendor#	Vendor Name				Class	Pay Code					
14524	SYSMEX AMERICA, INC. ✓										
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net		
94730717	✓	04/25/20	04/24/20	05/24/20		527.44	0.00	0.00	527.44		✓
SUPPLIES											
Vendor Totals Number Name						Gross	Discount	No-Pay	Net		
14524 SYSMEX AMERICA, INC.						527.44	0.00	0.00	527.44		
Vendor#	Vendor Name				Class	Pay Code					
T0420	TELEFLEX MEDICAL ✓										
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net		
9506876331	✓	04/28/20	04/19/20	05/19/20		119.50	0.00	0.00	119.50		✓
SUPPLIES											
Vendor Totals Number Name						Gross	Discount	No-Pay	Net		
T0420 TELEFLEX MEDICAL						119.50	0.00	0.00	119.50		
Vendor#	Vendor Name				Class	Pay Code					
12704	TEXAS BURNER & BOILER SERVICES ✓										
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net		
23-3281	✓	04/28/20	04/25/20	04/15/20		3,306.50	0.00	0.00	3,306.50		✓
HONEYWELL CONTROLLER											
Vendor Totals Number Name						Gross	Discount	No-Pay	Net		
12704 TEXAS BURNER & BOILER SERVICES						3,306.50	0.00	0.00	3,306.50		
Vendor#	Vendor Name				Class	Pay Code					
13224	TORCH ✓										
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net		
2229129	✓	04/30/20	03/28/20	04/28/20		17,835.00	0.00	0.00	17,835.00		✓
INTERIM CFO APR 23 (4/1 - 4/30/23)											
2229259	✓	04/30/20	04/20/20	05/01/20		2,444.92	0.00	0.00	2,444.92		✓
EXPENSE REIMB (3/1 - 3/31/23)											
Vendor Totals Number Name						Gross	Discount	No-Pay	Net		
13224 TORCH						20,279.92	0.00	0.00	20,279.92		
Vendor#	Vendor Name				Class	Pay Code					
14372	TRIAGE, LLC ✓										
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net		
INV1796742514	✓	04/25/20	04/21/20	05/21/20		4,219.56	0.00	0.00	4,219.56		✓
STEVEN SHAW 4/9-4/15											
Vendor Totals Number Name						Gross	Discount	No-Pay	Net		
14372 TRIAGE, LLC						4,219.56	0.00	0.00	4,219.56		
Vendor#	Vendor Name				Class	Pay Code					
U1064	UNIFIRST HOLDINGS INC ✓										
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net		
2921001948	✓	04/28/20	04/20/20	05/15/20		213.06	0.00	0.00	213.06		✓
LAUNDRY											
2921001944	✓	04/28/20	04/20/20	05/15/20		143.59	0.00	0.00	143.59		✓
LAUNDRY											
2921001945	✓	04/28/20	04/20/20	05/15/20		1,759.61	0.00	0.00	1,759.61		✓
LAUDNRY											
2921001943	✓	04/28/20	04/20/20	05/15/20		116.94	0.00	0.00	116.94		

LAUNDRY										
2921001947	✓		04/28/20	04/20/20	05/15/20		223.54	0.00	0.00	223.54 ✓
LAUNDRY										
2921002150	✓		04/28/20	04/24/20	05/19/20		2,513.56	0.00	0.00	2,513.56 ✓
LAUNDRY										
2921002151	✓		04/28/20	04/24/20	05/19/20		59.45	0.00	0.00	59.45 ✓
LAUNDRY										
2921002547	✓		04/28/20	04/27/20	05/22/20		224.29	0.00	0.00	224.29 ✓
LAUNDRY										
2921002548	✓		04/28/20	04/27/20	05/22/20		213.06	0.00	0.00	213.06 ✓
LAUNDRY										
2921002550	✓		04/28/20	04/27/20	05/22/20		80.23	0.00	0.00	80.23 ✓
LAUNDRY										
2921002549	✓		04/28/20	04/27/20	05/22/20		197.00	0.00	0.00	197.00 ✓
LAUNDRY										
2921002545	✓		04/28/20	04/27/20	05/22/20		1,883.63	0.00	0.00	1,883.63 ✓
LAUNDRY										
2921002543	✓		04/28/20	04/27/20	05/22/20		92.16	0.00	0.00	92.16 ✓
LAUNDRY										
2921002544	✓		04/28/20	04/27/20	05/22/20		191.13	0.00	0.00	191.13 ✓
LAUNDRY										
Vendor Totals							Number	Name	Gross	Discount
								U1084 UNIFIRST HOLDINGS INC	7,911.25	0.00
									0.00	0.00
									7,911.25	
Vendor#	Vendor Name					Class	Pay Code			
12400	UPDOX LLC ✓									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay	Gross	Discount	No-Pay	Net
INV00416361	✓	04/30/20	04/30/20	05/25/20			1,272.21	0.00	0.00	1,272.21 ✓
FAX										
Vendor Totals							Number	Name	Gross	Discount
								12400 UPDOX LLC	1,272.21	0.00
									0.00	0.00
									1,272.21	
Vendor#	Vendor Name					Class	Pay Code			
U2000	US POSTAL SERVICE ✓									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay	Gross	Discount	No-Pay	Net
050123		04/28/20	05/02/20	05/10/20			2,200.00	0.00	0.00	2,200.00 ✓
POSTAGE										
Vendor Totals							Number	Name	Gross	Discount
								U2000 US POSTAL SERVICE	2,200.00	0.00
									0.00	0.00
									2,200.00	
Vendor#	Vendor Name					Class	Pay Code			
W1040	WATERMARK GRAPHICS INC ✓					M				
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay	Gross	Discount	No-Pay	Net
141056	✓	04/25/20	04/11/20	05/11/20			1,804.76	0.00	0.00	1,804.76 ✓
UNIFORMS/SHIPPING										
Vendor Totals							Number	Name	Gross	Discount
								W1040 WATERMARK GRAPHICS INC	1,804.76	0.00
									0.00	0.00
									1,804.76	
Vendor#	Vendor Name					Class	Pay Code			
I1110	WERFEN USA LLC ✓									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay	Gross	Discount	No-Pay	Net
9310041133	✓	04/28/20	05/05/20	05/30/20			-445.30	0.00	0.00	-445.30 ✓
CREDIT										
9111228477	✓	04/28/20	10/14/20	11/08/20			1,571.67	0.00	0.00	1,571.67 ✓
CONTRACT										

9310044974 ✓	04/28/20 03/06/20 03/31/20	-1,110.79	0.00	0.00	-1,110.79 ✓
CREDIT					
9111313620 ✓	04/28/20 04/14/20 05/09/20	1,571.67	0.00	0.00	1,571.67 ✓
CONTRACT					
Vendor Total:	Number Name	Gross	Discount	No-Pay	Net
	I1110 WERFEN USA LLC	1,587.25	0.00	0.00	1,587.25

Report Summary

Grand Totals:	Gross	Discount	No-Pay	Net
	520,189.27	0.00	0.00	520,189.27

APPROVED ON
MAY 05 2023
BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

RECEIVED BY THE
COUNTY AUDITOR ON

RUN DATE: 05/04/23

MAY 04 2023

MEMORIAL MEDICAL CENTER

EDIT LIST FOR PATIENT REFUNDS ARID=0001

PAGE 1

APCDEDIT

PATIENT
NUMBER
PAYER NAME

DATE
AMOUNT
PAY PAT
CODE TYPE DESCRIPTION

GL NUM

042823	45.00	✓	3	REFUND FOR
042823	21.64	✓	2	REFUND FOR
042823	45.00	✓	3	REFUND FOR
042823	50.00	✓	3	REFUND FOR
042823	20.00	✓	2	REFUND FOR
042823	117.19	✓	2	REFUND FOR

ARID=0001 TOTAL

298.83

TOTAL

298.83

APPROVED ON

MAY 05 2023

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

MEMORIAL MEDICAL CENTER
CHECK REQUEST

P Veronica Ortiz
A
Y
E
E

Date Requested: 5/4/22

APPROVED ON

MAY 08 2023

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

FOR ACCT. USE ONLY

☐ Imprest Cash

☐ A/P Check

☐ Mail Check to Vendor

☐ Return Check to Dept

AMOUNT 753.70

G/L NUMBER: 400000065

EXPLANATION: Employee's check was returned due to wrong bank account info

REQUESTED BY: Caitlin Clevenger

AUTHORIZED BY: [Signature]

5/4/2023

Treasury Online

Accounts

[Quick View](#) [Transaction Search](#) [Account Groups](#)

Transaction Search

Search

Account Number	Date From	Date To	Amount From	Amount To	Check Number From	Check Number To	
REGA (MEMORIAL)	04/28/2023	05/04/2023	753	753.70			Q v
05/02/2023		Dep Item Run ACH		5,037.70			
		REGA VERONICA ORTIZ Invalid Account Number					

14876 VERONICA ORTIZ

199190

MEMORIAL MEDICAL CENTER • PORT LAVACA, TEXAS 77979

REFERENCE NO.	DATE	GROSS AMOUNT	DISCOUNT %	DISCOUNT AMOUNT	NET PAYABLE
050423	05/04/23	753.70			753.70
CHECK NO. 199190 05/04/23		TOTALS 753.70	TOTALS		753.70

MEMORIAL MEDICAL CENTER • PORT LAVACA, TEXAS 77979

199190

REFERENCE NO.	DATE	GROSS AMOUNT	DISCOUNT %	DISCOUNT AMOUNT	NET PAYABLE
050423	05/04/23	753.70			753.70
CHECK NO. 199190		TOTALS 753.70	TOTALS		753.70

MEMORIAL
MEDICAL  **CENTER**

Operating
815 N. Virginia St.
Port Lavaca, TX 77979

PROSPERITY BANK

88-2265
1131

199190

14876	199190
DATE	AMOUNT
05/04/23	\$753.70

Seven Hundred Fifty-Three Dollars and Seventy Cents

PAY
TO THE
ORDER
OF
VERONICA ORTIZ

[Signature]
CASHIER

[Signature]
CASHIER

ION

STATEMENT

As of: 05/05/2023

Page: 002

To ensure proper credit to your account, detach and return this stub with your remittance

JICAL CENTER

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

OC: 8115

Territory:

Customer: 632536
Date: 05/06/2023

As of: 05/05/2023
Mail to:

Page: 002
Comp: 801

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

5 N VIRGINIA STREET
RT LAVACA TX 77979

Cust: 632536 PLEASE CHECK ANY
Date: 05/06/2023 ITEMS NOT PAID

Due Date	Receivable Number	National Account Order Reference	Description	Cash Discount	Amount (gross)	P F	Amount (net)	P F	Receivable Number

nn legend: P = Past Due Item, F = Future Due Item, blank = Current Due Item

National Acct 632536 MEMORIAL MEDICAL CENTER

Subtotals: 12,618.76 USD

Due: 0.00

Due: 0.00

ment 2,451.97

117

If Paid By 05/09/2023,
Pay This Amount:

12,366.36 USD

If Paid After 05/09/2023,
Pay this Amount:

12,618.76 USD

Due If Paid On Time:
USD 12,366.36

Disc lost If paid late: 252.40

Due If Paid Late:
USD 12,618.76

12,321.26
35.45
9.65
12,366.36

Andrew C. [Signature]
5/9/23

APPROVED ON

MAY 08 2023

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

For AR Inquiries please contact 800.967.0333

McKESSON

STATEMENT

As of: 05/05/2023

Page: 001

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Company: 8000

WALMART 1098/MEM MED PHS
MEMORIAL MEDICAL CENTER
VICKY KALISEK
815 N VIRGINIA ST
PORT LAVACA TX 77979

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

DC: 8115

Territory: 400

Customer: 256342
Date: 05/06/2023

As of: 05/05/2023 Page: 001
Mail to: Comp: 8000

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

Cust: 256342 PLEASE CHECK ANY
Date: 05/06/2023 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 256342 WALMART 1098/MEM MED PHS												
15/01/2023	05/09/2023	7414752624		72956083	115Invoice	39.77	1,988.43		1,948.66✓		7414752624	
15/01/2023	05/09/2023	7414752627		72956083	115Invoice	0.01	0.32		0.31✓		7414752627	
15/01/2023	05/09/2023	7414752628		72968157	115Invoice	23.96	1,198.10		1,174.14✓		7414752628	
15/01/2023	05/09/2023	7414752629		72993814	115Invoice	0.03	1.27		1.24✓		7414752629	
15/01/2023	05/09/2023	7414752630		73028737	115Invoice	6.47	323.51		317.04✓		7414752630	
15/01/2023	05/09/2023	7414752631		73063530	115Invoice	0.01	0.32		0.31✓		7414752631	
15/01/2023	05/09/2023	7414752632		73094320	115Invoice	2.35	117.47		115.12✓		7414752632	
15/01/2023	05/09/2023	7414983236		72926584	195Invoice	0.02	0.95		0.93✓		7414983236	
15/02/2023	05/09/2023	7415099605		73163767	115Invoice	15.89	794.45		778.56✓		7415099605	
15/02/2023	05/09/2023	7415099606		73233449	115Invoice	5.33	266.27		260.94✓		7415099606	
15/02/2023	05/09/2023	7415274543		73158939	115Invoice	0.03	1.58		1.55✓		7415274543	
15/03/2023	05/09/2023	7415437756		73387778	115Invoice	16.41	820.53		804.12✓		7415437756	
15/03/2023	05/09/2023	7415629796		73315126	195Invoice	0.03	1.27		1.24✓		7415629796	
15/04/2023	05/09/2023	7415742936		73519774	115Invoice	28.11	1,405.44		1,377.33✓		7415742936	
15/04/2023	05/09/2023	7415742939		73526872	115Invoice	7.03	351.68		344.65✓		7415742939	
15/04/2023	05/09/2023	7415913756		73449978	195Invoice	0.01	0.32		0.31✓		7415913756	
15/05/2023	05/09/2023	7416025997		73570598	115Invoice	32.30	1,615.07		1,582.77✓		7416025997	
15/05/2023	05/09/2023	7416025998		73570598	115Invoice	15.04	752.04		737.00✓		7416025998	
15/05/2023	05/09/2023	7416031481		73641061	115Invoice	22.36	1,117.96		1,095.60✓		7416031481	
15/05/2023	05/09/2023	7416031483		73651172	115Invoice	31.95	1,597.47		1,565.52✓		7416031483	
15/05/2023	05/09/2023	7416190396		73580080	195Invoice	2.82	141.19		138.37✓		7416190396	
15/05/2023	05/09/2023	7416190397		73554219	115Invoice	1.51	77.09		75.55✓		7416190397	

For AR Inquiries please contact 800-867-0333

McKESSON

STATEMENT

As of: 05/05/2023

Page: 002

To ensure proper credit to your
account, detach and return this
stub with your remittance

Company: 8100

WALMART 1098/MEM MED PHS
MEMORIAL MEDICAL CENTER
VICKY KALISEK
815 N VIRGINIA ST
PORT LAVACA TX 77979

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

DC: 8115

Territory: 400

Customer: 256342

Date: 05/06/2023

As of: 05/05/2023 Page: 002
Mail to: Comp: 8000

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

Cust: 256342 PLEASE CHECK ANY
Date: 05/06/2023 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: 12,572.73 USD

Future Due: 0.00

Past Due: 0.00

Last Payment 10,119.10
05/01/2023

If Paid By 05/09/2023,
Pay This Amount:

12,321.26 USD

If Paid After 05/09/2023,
Pay this Amount:

12,572.73 USD

Due If Paid On Time:
USD

12,321.26 ✓

Disc lost If paid late:

251.47

Due If Paid Late:
USD

12,572.73

U.S.
5/8/23

For AR Inquiries please contact 800-867-0333

McKESSON

STATEMENT

As of: 05/05/2023

Page: 001

To ensure proper credit to your
account, detach and return this
stub with your remittance

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

DC: 8115

Territory: 400

Customer: 835434

Date: 05/06/2023

As of: 05/05/2023 Page: 001
Mail to: Comp: 8000

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

Cust: 835434 PLEASE CHECK ANY
Date: 05/06/2023 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 835434 CVS PHCY 8923/MEM MC PHS											
05/03/2023	05/09/2023	7415419801	2346778	115Invoice	0.50	24.87		24.37 ✓		7415419801	
05/03/2023	05/09/2023	7415419802	2346778	115Invoice	0.23	11.31		11.08 ✓		7415419802	

*F 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: 36.18 USD

Future Due: 0.00

Past Due: 0.00

Last Payment 10,119.10
05/01/2023

If Paid By 05/09/2023,
Pay This Amount: 35.45 USD

If Paid After 05/09/2023,
Pay this Amount: 36.18 USD

Due If Paid On Time:
USD 35.45 ✓

Disc lost if paid late: 0.73

Due If Paid Late:
USD 36.18

For AR Inquiries please contact 800-867-0333

McKESSON

STATEMENT

As of: 05/05/2023

Page: 001

To ensure proper credit to your
account, detach and return this
stub with your remittance

Company: 8000

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

DC: 8115

Territory: 400

Customer: 835438
Date: 05/06/2023

As of: 05/05/2023 Page: 001
Mail to: Comp: 8000

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

Cust: 835438 PLEASE CHECK ANY
Date: 05/06/2023 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											
05/03/2023	05/09/2023	7415613969		2346779	115Invoice	0.20	9.65		9.65	✓	7415613969	

*F 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: 9.85 USD

Future Due: 0.00

Past Due: 0.00

Last Payment 10,119.10
05/01/2023

If Paid By 05/09/2023,
Pay This Amount:

9.65 USD

If Paid After 05/09/2023,
Pay this Amount:

9.85 USD

Due If Paid On Time:
USD

9.65 ✓

Disc lost if paid late:

0.20

Due If Paid Late:
USD

9.85

0.D.
5/8/23

For AR Inquiries please contact 800-867-0333



STATEMENT

Statement Number: 65132779
Date: 05-05-2023

1 of 1

Served By:
AMERISOURCEBERGEN DRUG CORP
12727 W. AIRPORT BLVD.
SUGAR LAND TX 77478-6101

DEA: RA0289276
866-451-9655

Customer:
WALGREENS #12494 3408
MEMORIAL MEDICAL CENTER
1302 N VIRGINIA ST
PORT LAVACA TX 77979-2509

Remit To:
AMERISOURCEBERGEN
PO Box 905223
CHARLOTTE NC 28290-5223

Customer Number

100135284 / 037028186

Terms

Sat - Fri Due in 7 days

Summary

Not Yet Due:	0.00
Current:	1,124.04
Past Due:	0.00
Total Due:	1,124.04
Account Balance:	1,124.04

Account Activity

Document Date	Due Date	Reference Number	Purchase Order Number	Document Type	Original Amount	Last Receipt	Amount Received	Balance
05-01-2023	05-12-2023	3131718023	170638	Invoice	41.08		0.00	41.08 ✓
05-01-2023	05-12-2023	3131817989	170641	Invoice	62.21		0.00	62.21 ✓
05-01-2023	05-12-2023	3131851067	170687	Invoice	29.37		0.00	29.37 ✓
05-02-2023	05-12-2023	3131990000	170694	Invoice	10.03		0.00	10.03 ✓
05-03-2023	05-12-2023	3132136133	170701	Invoice	815.55		0.00	815.55 ✓
05-04-2023	05-12-2023	3132293737	170708	Invoice	8.84		0.00	8.84 ✓
05-04-2023	05-12-2023	3132293738	170709	Invoice	57.31		0.00	57.31 ✓
05-05-2023	05-12-2023	3132438865	170722	Invoice	99.65		0.00	99.65 ✓

Current	1-15 Days	16-30 Days	31-60 Days	61-90 Days	91-120 Days	Over 120 Days
1,124.04	0.00	0.00	0.00	0.00	0.00	0.00

Thank You for Your Payment

Date	Amount
05-05-2023	(3,779.00)

Reminders

Due Date	Amount
05-12-2023	1,124.04
Total Due:	1,124.04 ✓

APPROVED ON

MAY 08 2023

BY COUNTY AUDITOR
CALHOUN COUNTY TEXAS

Andrew White
5/8/23

(EFTPS TUTORIAL SYSTEM: 1-800-572-8683)

###

1

★ 941 ★

★ 23

★ CL

4TH QTR - 12 (DECEMBER) - Oct, Nov, Dec

★ \$ 120,566.98 #

1

0	\$	62,423.46	#

\$	14,598.88	#

\$	43,544.63	43

03/01/2011

EFTR - Value reported
100

941 REC/TAX DEPOSIT FOR MMC PAYROLL

REVISED 3/18/2014

ENTER VOID CKS AS NEGATIVE NUMBERS

PAY PERIOD: BEGIN	4/21/2023	VOIDED CK (1)	VOIDED CK (2)	ADDITIONAL CK (1)	ADDITIONAL CK (1)	TOTALS
PAY PERIOD: END	5/4/2023					
PAY DATE:	5/12/2023					
GROSS PAY:	\$ 537,832.03			\$ -		\$ 537,832.03
DEDUCTIONS:						
A/R	\$ 352.51					\$ 352.51
ADVANC						
BOOTS						
SUNLIFE CRITICAL ILLNESS	\$ 1,193.93					\$ 1,193.93
SUNLIFE ACCIDENT	\$ 747.07					\$ 747.07
SUNLIFE VISION						
SUNLIFE SHORT TERM DIS	\$ 1,939.99					\$ 1,939.99
BCBS VISION	\$ 1,015.44					\$ 1,015.44
CAFE-D	\$ 1,580.20					\$ 1,580.20
CAFE-H	\$ 23,947.64					\$ 23,947.64
CAFE-P						
CANCER						
CHILD	\$ 802.77					\$ 802.77
CLINIC	\$ 160.00					\$ 160.00
COMBIN	\$ 271.83					\$ 271.83
CREDUN						
DENTAL						
DEP-LF						
SUNLIFE TERM LIFE	\$ 923.85					\$ 923.85
SUNLIFE HOSP INDEM	\$ 652.93					\$ 652.93
FED TAX	\$ 43,544.64					\$ 43,544.64
FICA-M	\$ 7,299.44					\$ 7,299.44
FICA-O	\$ 31,211.73					\$ 31,211.73
FIRST C						
FLEX S	\$ 3,377.89					\$ 3,377.89
FLX-FE						
GIFT S	\$ 144.05					\$ 144.05
GRP-IN						
GTL						
HOSP-I						
LEGAL	\$ 1,031.32					\$ 1,031.32
OTHER	\$ 501.32					\$ 501.32
NATIONAL FARM LIFE	\$ 1,946.19					\$ 1,946.19
MED SURCHARGE	\$ 440.00					\$ 440.00
PR FIN						
RELAY						
REPAY						
STONEDF	\$ 615.86					\$ 615.86
STONE						
STONE 2						
STUDEN						
TSA-R	\$ 37,342.55					\$ 37,342.55
UW/HOS						
TOTAL DEDUCTIONS:	\$ 160,848.26	\$ -	\$ -	\$ -	\$ -	\$ 160,848.26
NET PAY:	\$ 376,983.77	\$ -	\$ -	\$ -	\$ -	\$ 376,983.77
TOTAL LIFE INS PLAN:	\$ 34,416.02					
TAXABLE PAY:	\$ 503,414.01	\$ 503,414.01				
FICA - MED (ER)	1.45%	\$ 7,299.50				
FICA - MED (EE)	1.45%	\$ 7,299.50	\$ 7,299.44	\$ 0.06		
FICA - SOC SEC (ER)	6.20%	\$ 31,211.67				
FICA - SOC SEC (EE)	6.20%	\$ 31,211.67	\$ 31,211.73	\$ (0.06)		
FED WITHHOLDING		\$ 43,544.64	\$ 43,544.64			
TAX DEPOSIT:	\$ 120,566.98	\$ 120,566.98				
FICA - MEDICARE	2.90%	\$ 14,599.00	\$ 14,598.88			
FICA - SOCIAL SECURITY	12.42%	\$ 62,423.34	\$ 62,423.46			
FED WITHHOLDING		\$ 43,544.64	\$ 43,544.64			
TOTAL TAX:	\$ 120,566.98	\$ 120,566.98	\$ -			

Employees over FICA-SS Gap:

Exempt Amt:

Paycode S - Employee Reimb.:

TOTAL: \$ -

Caitlin Clevenger

5/8/2023

Run Date: 05/08/23
Time: 12:32

MEMORIAL MEDICAL CENTER
Payroll Register Bi-Weekly
Pay Period 04-21-23 - 05-04-23 Run: 1

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P2REG

Final Summary

Pay Code Summary				Deductions Summary			
PayCd	Description	Hrs	DD,HH,MM,SS,EE	Gross	Code	Amount	
1	REGULAR PAY-S1	8896.75	N N N	335677.63	A P	SEC ELWA FC	A P1
1	REGULAR PAY-S1	1675.00	N N N N	50521.03	ADVANCE	AWARDS	BCHSVI 1015.44✓
1	REGULAR PAY-S1	263.75	N N N	10073.91	BOOTS	CAFE H	CAFE-1
2	REGULAR PAY-S2	2804.75	N N N	75341.91	CAFE-1	CAFE-3	CAFE-4
2	REGULAR PAY-S2	550.75	N N N	1101.50	CAFE-5	CAFE-6	CAFE-8
1	REGULAR PAY-S1	71.25	N N N	3704.87	CAFE-F	CAFE-H	21847.84✓CAFE-I
2	REGULAR PAY-S2	1513.00	N N N	50945.41	CAFE-L	CAFE-P	DRUGS
3	REGULAR PAY-S3	1106.25	N N N N	3113.75	CHILD	610 77CLINIC	150.00✓JUNBIN 271.93✓
3	REGULAR PAY-S3	75.75	N N N	3966.35	GREENW	DD ADV	DENTAL
4	CALL BACK PAY	24.00	N 1 N N Y	1070.75	DEE-LF	DIG-LF	EAC
4	CALL BACK PAY	30.25	N 2 N N Y	1094.69	EATCHN	FEDTAX	43544.64✓FICA-N 7235.44✓
4	CALL BACK PAY	0.60	N 3 N N Y	111.87	FICA-C	FLICA-N	FICA-S 3177.55✓
4	CALL BACK PAY	1.75	N 2 N N Y	75.35	FLN FE	FORT C	FUTA
C	CALL PAY	2451.00	N 1 N N	4900.00	GIFT S	144.85✓GRANT	GRP-IN
D	DOUBLE TIME	1.75	N 1 N N	162.47	GTL	HOSP-1	ID TPT
E	DOUBLE TIME	5.00	N 2 N N	740.87	LEAF	LEGAL	173.10✓MASH 555.50✓
E	DOUBLE TIME	4.25	N 3 N N	739.01	NEALS	500.75✓NETWIS	WISC
E	EXTRA WAGES		N N N N	7500.00	NIST	MOISHR	NATFWL 1245.09✓
E	EXTRA WAGES		N 1 N N N	2475.00	OTHER	PHI	PHI***
I	INSERVICE	63.50	N 1 N N	2640.71	PR FIN	RELAY	REPAY
I	INSERVICE	9.25	N 1 N N	514.55	SAMS	SCRUBS	SIGNON
J	JURY LEAVE	0.25	N 1 N N	55.34	ST-IX	STONES	515.54✓STONE
K	EXTENDED-ILLNESS-BANK	40.00	N N N N	1412.51	STONEL	STUDEN	STUNCC 747.07✓
K	EXTENDED-ILLNESS-BANK	375.00	N 1 N N	11455.75	STUNLL	1199.99✓STUNMC	550.55✓STUNLP 525.55✓
P	PAID-TIME-OFF	180.81	N N N N	5515.03	STUNST	1519.99✓STUNWIS	SURCHS 440.00✓
P	PAID-TIME-OFF	1020.00	N 1 N N	25515.02	TSA-1	TSA-2	TSA-C
X	CALL PAY 2	144.00	N 1 N N	288.00	TSA-P	TSA-R	37342.55✓TUTION
D	CALL PAY 3	45.00	N 1 N N	144.00	UNIFOR	UN HOS	
C	PHONE & DATA		N N N N	1201.00			
Grand Totals: 22187.06				Gross: 537510.03	Deductions: 160945.24	Net: 376564.79✓	
Checks Count: FT 201 PT 17 Other 38 Female 133 Male 21 Credit				OverAmt 13 ZeroNet	Term	Total: 254	

Andrew P. Santos
5/8/23

Run Date: 05/08/03
Time: 13:11

MEMORIAL MEDICAL CENTER
***** Check Register *****
Pay Period 04/01/03--05/04/03 Run: 1
Type=DET 1000000 OPERATING - PROSPERITY

Page 1
FZDIS7F

Num	Name	Amount	CHECK	MEMO	DATE
00078	CHRISTINE LIEGLER	6524.44	00063008		05/12/03
00105	MARZA DAVILA	502.79	00063009		05/12/03
00107	VERONICA ORTIZ	781.07	00063011		05/12/03
00040	CARL LEE KING	787.99	DD		05/12/03
00085	SILVIA A VARGAS	357.15	DD		05/12/03
00084	SILVIA A MENDOZA	1009.85	DD		05/12/03
00118	JACLYN CARREON	1214.92	DD		05/12/03
00130	SAUNDRA A BRAUN	909.03	DD		05/12/03
00191	RENEIDA D RENO	1759.91	DD		05/12/03
00077	ANGELA M BURGON	1209.33	DD		05/12/03
00044	SAUNDRA LEE HUDRICK	2940.45	DD		05/12/03
00197	BILLIE F DUNCANWORTH	2507.79	DD		05/12/03
00090	MONICA T CARR	1228.71	DD		05/12/03
00099	LINDA J TUCKERMAN	1265.12	DD		05/12/03
00401	VELMA J KING	1402.90	DD		05/12/03
00407	SHERRY L KING	2494.35	DD		05/12/03
00403	DAWN Y STRINGS	2365.52	DD		05/12/03
00481	RAM FUMAC	1469.13	DD		05/12/03
00581	ANTHONY L BUSHONG	1631.56	DD		05/12/03
00691	KEILA RENEE WOOD	1497.31	DD		05/12/03
00691	DEBORAH E WITTENBERG	231.65	DD		05/12/03
00697	MARIA T FARIAS	1004.47	DD		05/12/03
00707	KIMBERLY FRENDEZ	1818.91	DD		05/12/03
00695	EMILIE DIANE WILKEY	670.72	DD		05/12/03
00015	EUSAN B SHALLEY	2024.43	DD		05/12/03
00191	SHARON M SPARKS	1270.71	DD		05/12/03
00034	JENNISE N SWEETLIN	2244.43	DD		05/12/03
00241	MAUDY KACE	2219.85	DD		05/12/03
00347	MARILYN A SAUNDERS	1761.42	DD		05/12/03
00543	DAWNIE E WILLIAMS	1504.85	DD		05/12/03
00791	RAUSHANAH J MONTAY	1699.64	DD		05/12/03
00011	ERIN R CLEVELAND	1490.04	DD		05/12/03
00014	ROSITA O ORTU	149.23	DD		05/12/03
00021	ERIKA OSORVIA-SANCHEZ	799.77	DD		05/12/03
00022	AMANDA J GRIGGS	2551.66	DD		05/12/03
00064	MARY LUTIA GAROTA	1701.69	DD		05/12/03
00199	TRACY M SHEPHERD	2351.46	DD		05/12/03
00112	LESLIE THOMAS	3095.09	DD		05/12/03
00192	JASMINE RUIZ	1800.74	DD		05/12/03
00184	JUSTINE STRELCOVICH	1249.10	DD		05/12/03
00160	MIRIAM SALUYA	1705.46	DD		05/12/03
00166	JENNIFER KNIGHT	2962.50	DD		05/12/03
00193	TIKI TENGLEB	1659.57	DD		05/12/03
00271	DAWN J EUBENIK	2265.60	DD		05/12/03
00301	NICOLAS TUCKERMAN	1969.79	DD		05/12/03
00302	CATHERINE MARIE DECELOS	276.61	DD		05/12/03
00303	CONNIE M LUNA	2344.43	DD		05/12/03
00315	NINA M GREEN	2600.61	DD		05/12/03
00331	JESSICA E BIFFLE	1409.14	DD		05/12/03
00346	JENNIFER L FALCON	2101.45	DD		05/12/03
00416	JANELLE SCOTT	1890.67	DD		05/12/03
00511	MARGALENA SEPULVEDA	747.81	DD		05/12/03
00535	STEPHANIE M SOLIZ	162.59	DD		05/12/03

Run Date: 05/08/23
Time: 13:11

MEMORIAL MEDICAL CENTER
***** Check Register *****
Pay Period 04/01/22-04/30/22 Run: 1
Type=NET ACCOUNTS OPERATING - PROSPERITY

Page 2
P010157

Num.	Name	Amount	CHECK NUM	DATE
02651	VERONICA RAGUSEA	1970.51	DD	05/12/23
02652	JESUSA MARIO VILLAPREAL	2199.21	DD	05/12/23
02676	MELISSA NESLONEY	4711.60	DD	05/12/23
02701	BONDA SHANELLIS GONLINE	2763.87	DD	05/12/23
02716	DAWN M MCLELLAND	2051.24	DD	05/12/23
02736	ELDA M LIEBA	1449.54	DD	05/12/23
02736	ZANDRA A GARCIA	370.45	DD	05/12/23
02738	JESSICA MARQUEZ	1725.33	DD	05/12/23
02734	HEATHER L MITCHELL	2015.33	DD	05/12/23
02812	BRITTANY N FREDICK	2330.50	DD	05/12/23
02907	MARIA F LONGORIA	1352.19	DD	05/12/23
02927	MICHAEL L GAINES	3019.36	DD	05/12/23
02963	DAUSTIN J KENTON	532.91	DD	05/12/23
02970	DEANNE S ATKINSON	2233.65	DD	05/12/23
02984	JACQUELINE R HERRERA	1524.48	DD	05/12/23
03003	COURTINE D THURKILL	2902.77	DD	05/12/23
03016	REGINA A MARTINEZ	2552.59	DD	05/12/23
03046	ERICA NGUYEN	1712.04	DD	05/12/23
03041	AMANDA P KEY	2470.69	DD	05/12/23
03057	SHARON T HOLDER	2190.46	DD	05/12/23
03123	CYNTHIA GUTIERA	2412.08	DD	05/12/23
03147	CHAD A MOFFE	2433.55	DD	05/12/23
03159	DIANA C SAUTELA	1161.95	DD	05/12/23
03187	CATHERINE A SAENZ	2445.01	DD	05/12/23
03432	COURTNEY L MORROWERY	1896.91	DD	05/12/23
03431	KIMBERLY J REYN	525.00	DD	05/12/23
03435	LISA C HINOJOSA	949.54	DD	05/12/23
03453	JULIA MONTES	3400.33	DD	05/12/23
03497	KYLE L DANIEL	2936.94	DD	05/12/23
03531	SAVANNAH HARLEY	1490.27	DD	05/12/23
03539	KRISTEN NICOLE BALLARD	1712.73	DD	05/12/23
03563	KELSEY REYNOLD	3179.47	DD	05/12/23
03571	JESSICA BARKOW	1223.92	DD	05/12/23
03586	COURTNEY A SALAZAR	486.52	DD	05/12/23
03586	DAWN M MAREK	2123.39	DD	05/12/23
03595	BRIANNE J KEY	2165.15	DD	05/12/23
03602	MAYA HAWKINS	1379.57	DD	05/12/23
03612	YULMA PATRICIA RODRIGUEZ	744.54	DD	05/12/23
03636	ERIN ASHLEY WISDOM	1254.59	DD	05/12/23
03678	AMY GARCIA	957.49	DD	05/12/23
03684	MELISSA ZIMORANY	975.52	DD	05/12/23
03706	KELLI B GOFF	2207.28	DD	05/12/23
03707	SHAWN G HAREL	2719.99	DD	05/12/23
03743	MELANIE CORTES	1291.65	DD	05/12/23
03770	ANGELA HERGEN	2210.50	DD	05/12/23
03794	JESSICA D WALTHER	994.17	DD	05/12/23
03824	PATRICIA STRIBLEY	2042.05	DD	05/12/23
03843	SAVANNAH N SOJANERAS	1051.33	DD	05/12/23
03851	MARISON N MENDE	737.21	DD	05/12/23
03869	KAREN M MTEVEN	195.87	DD	05/12/23
03866	SAUDI A ST CLAIR	737.31	DD	05/12/23
03880	JOSEPH OMUSU BOATENG	605.55	DD	05/12/23
03759	JANIE SAGLER	951.75	DD	05/12/23
03759	JAYLEN RAMIREZ	145.73	DD	05/12/23

Run Date: 05/05/23
Time: 13:11

MEMORIAL MEDICAL CENTER
**** Check Register ****
Pay Period 04/01/23--05/04/23 Run: 1
Type-NET 10000001 OPERATING - PROSPERITY

Page 3
FIDISTP

Num.	Name	Amount	CHECK NUM	DATE
20797	BETHANN M BIGGS	1342.19	DD	05/10/23
20996	DANIELA CAMACHO	216.79	DD	05/12/23
20977	CHERYL L TESCH	1590.14	DD	05/11/23
20980	SAVANA LENTO	662.36	DD	05/12/23
21451	DIANA S LEAL	1401.60	DD	05/12/23
21429	JACOBY R CRAWFORD	1600.54	DD	05/12/23
22215	HEATHER L LOPEZ	185.43	DD	05/12/23
22196	JANET ORDINO	2225.79	DD	05/12/23
22114	KRISTINA A BUENGER	597.26	DD	05/12/23
22121	JESSICA V SILVEIRA	1025.45	DD	05/12/23
22199	KELLY A SCHOTT	1894.76	DD	05/12/23
22491	ARLEEN JUDT	231.51	DD	05/12/23
21035	STACEY L EPLEY	1800.25	DD	05/12/23
21054	LORA L LAWREN	943.41	DD	05/12/23
21099	ARACELY Z GARCIA	2695.65	DD	05/12/23
21251	CYNTHIA L BIAS	2084.22	DD	05/12/23
21213	KATHERINE LYNN JIMENEZ	2116.23	DD	05/12/23
21219	STACY L FARMER	2027.95	DD	05/12/23
21493	EDWARD E MANTLA	2454.31	DD	05/12/23
21508	RACHEL A HEFFNER	2775.26	DD	05/12/23
21521	NAVYA M ALVAREZ	1514.10	DD	05/12/23
22115	KRYSTELLA F KISIAN	999.41	DD	05/12/23
22165	MEGAN M CANO	134.21	DD	05/12/23
22712	ANNA VANESSA PENNELL	1123.13	DD	05/12/23
40112	ANASTASIA L PEREZ	714.14	DD	05/12/23
41171	TOMMIE M TREVINO	774.55	DD	05/12/23
41275	JEANETTE ALVARADO	752.01	DD	05/12/23
41225	LESLIE A CRAIGEN	1732.08	DD	05/12/23
41235	PAMELA K WANDY	1514.54	DD	05/12/23
41251	SARA YBARBO	710.79	DD	05/12/23
41261	BRENICE AGUILAR	911.15	DD	05/12/23
41274	KAREN GANN	1136.11	DD	05/12/23
41275	PAMELA S HARMON	751.54	DD	05/12/23
41297	ADRIANA D STEAKOS	775.71	DD	05/12/23
41369	LORETTA A LEAL	598.91	DD	05/12/23
41412	ANGEL M CASSEL	919.11	DD	05/12/23
41504	JOSEFAT LUGO TORRES	710.95	DD	05/12/23
41507	OLGA I BETANCOURT	928.34	DD	05/12/23
41512	SONJA A GUARNEDO	1053.48	DD	05/12/23
41517	JACQUELINE M MARTINEZ	906.06	DD	05/12/23
41555	RENAE MICHELLE EMERY	551.71	DD	05/12/23
41597	ROMANA MUNOZ	897.96	DD	05/12/23
41901	JUANITA S MILLER	1257.07	DD	05/12/23
42106	CHRISTY SILVAS	934.51	DD	05/12/23
42112	STACEY C GONZALES	363.57	DD	05/12/23
42122	LEI ANA TRAVANA	1752.46	DD	05/12/23
42125	LUCY CHAZADA	535.01	DD	05/12/23
42304	MIMI T NUYEN	1137.73	DD	05/12/23
42520	MARIA D CHAVEZ	979.31	DD	05/12/23
42542	SHARON S C DOUGHERT	1251.75	DD	05/12/23
42550	JESSICA HUGH	57.74	DD	05/12/23
50103	MICHELLE M MORALES	1507.57	DD	05/12/23
51122	REGINA A JOHNSON	129.74	DD	05/12/23
50143	PENNY GOULDEN	1413.43	DD	05/12/23

Run Date: 05/08/03
Time: 10:11

MEMORIAL MEDICAL CENTER
**** Check Register ****
Pay Period 04/01/03--05/04/03 Run: 1
Type:WET 10000000 OPERATING - PROSPERITY

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Num.	Name	Amount	CHECK NUM	DATE
50161	BRITTNEY MICHELLE ZAMORA	1040.90	DD	05/12/03
50046	MCKENNA WILLEGAS	593.01	DD	05/12/03
50292	JACOB W HAMILTON	2619.24	DD	05/12/03
50110	JASMINE GRIFFIN	710.54	DD	05/12/03
50546	MELANIE K SAMAYOA	2075.51	DD	05/12/03
50575	DEANA R DAVIS	1566.64	DD	05/12/03
50596	BETTY S DAVIS	1993.97	DD	05/12/03
50719	DEBRA K MUSTERED	2414.52	DD	05/12/03
50902	ADINA RODRIGUEZ	663.69	DD	05/12/03
50941	JACLYN S HARTL	1623.40	DD	05/12/03
54024	MONICA A ESCOBAR	1194.87	DD	05/12/03
55006	IRENE S PEREZ	562.96	DD	05/12/03
55106	CRYSTAL M CHAVEZ	579.16	DD	05/12/03
55157	APRIL W HUBALA	2700.91	DD	05/12/03
55371	BLANCA HERNANDEZ	742.59	DD	05/12/03
55482	SHANNON JACILDO	3379.71	DD	05/12/03
55559	LAURAN WILKE	821.06	DD	05/12/03
55615	BRENNY MARIE SALINAS	999.94	DD	05/12/03
55616	RITA L POLINSKY	931.79	DD	05/12/03
55612	ROBERT A RODRIGUEZ	1922.13	DD	05/12/03
55631	NORA OVALLA	534.94	DD	05/12/03
55719	ELIJAH ESTRADA	156.96	DD	05/12/03
55836	DANIELLE M HALLISEY	1409.26	DD	05/12/03
55845	TERESA A BENITEZ	1504.69	DD	05/12/03
55842	CHRISTOPHER GALINDO	731.61	DD	05/12/03
55856	DOROTHY A LONGORIA	782.59	DD	05/12/03
55867	RUDOLFO VASQUEZ	1469.17	DD	05/12/03
55922	ALAN KNIGHT	1360.04	DD	05/12/03
55924	SPANJUAN M GARCIA	1070.71	DD	05/12/03
55939	JASON RUBIO	1046.16	DD	05/12/03
55950	FELICITA BOWEN	656.50	DD	05/12/03
55955	MARTHA CUMPERN	845.15	DD	05/12/03
55956	TINA KORANEN	1019.46	DD	05/12/03
55947	BLANCA ROSA VILLARREAL	412.40	DD	05/12/03
55948	MARTA ENIGUEZ	816.05	DD	05/12/03
55951	ELIA OLACHEA	1074.21	DD	05/12/03
55952	ELANDEA RUIZ	667.52	DD	05/12/03
55949	NORA WIRELESS	705.91	DD	05/12/03
55949	ELVIRA SANCHEZ	730.80	DD	05/12/03
55955	JUANA SANTILLAN	756.02	DD	05/12/03
55953	LEE SIMERLY	1113.64	DD	05/12/03
55949	NATALIE BAREFIELD	966.85	DD	05/12/03
55953	RAMONA A PEREZ	1131.56	DD	05/12/03
55953	ANGELA I FLORES	1370.76	DD	05/12/03
55945	MARIA I VELOZ	769.35	DD	05/12/03
55946	ROSA RODRIGUEZ	977.36	DD	05/12/03
55943	MARIA MORALES	994.19	DD	05/12/03
55701	DOMITILA HERRERA	966.35	DD	05/12/03
55715	MARIA R JOMEZ	951.79	DD	05/12/03
55645	MARIA F LEDEZMA	814.96	DD	05/12/03
55649	DOMITILA GARCIA	391.42	DD	05/12/03
55569	CHRISTOPHER RUTHERFORD	1033.27	DD	05/12/03
55752	WARRIO DIAZ HERNANDEZ	2045.21	DD	05/12/03
70119	SARA N ELEDECI	1395.42	DD	05/12/03

Run Date: 05/15/13
Time: 13:11

MEMORIAL MEDICAL CENTER
***** Check Register *****
Pay Period 04/01/13--05/14/13 Run: 1
Type: NET LIPSONAL OPERATING - PROSPERITY

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RADISTS

NO.	Name	Amount	CHECK	NO.	DATE
73737	CHRISTIANA LYNN MCWAREN	65.23	DD	05/12/13	
73749	GLORIA N REID	2371.65	DD	05/12/13	
74169	CAROL WILLABREAL	1303.91	DD	05/12/13	
75190	RINA MILLER	1961.17	DD	05/12/13	
76903	IRMA DELEON	712.82	DD	05/12/13	
76115	JENNIFER E CARLOCK	693.14	DD	05/12/13	
76120	RACHEL CMALES	1267.23	DD	05/12/13	
76136	KAREN D GARCIA	716.91	DD	05/12/13	
76311	JOE WILLABREAL	593.79	DD	05/12/13	
76311	ALDA JIMENEZ	519.11	DD	05/12/13	
76311	PAVELA L BARTON	593.17	DD	05/12/13	
76403	KATRINA A POKUDA	1271.79	DD	05/12/13	
76417	CHERYL A SEE	1055.13	DD	05/12/13	
76716	GREGORY E MORALES	791.13	DD	05/12/13	
76854	MARY PATTERSON	767.61	DD	05/12/13	
76855	WNESSA TRISTAN	319.61	DD	05/12/13	
76946	FAREN A GONZALES	1090.61	DD	05/12/13	
78021	MISTY R BASSEMORE	1369.13	DD	05/12/13	
78055	KYANN J POWER	157.45	DD	05/12/13	
78072	DONNA M RAWLINGS	1281.40	DD	05/12/13	
78135	ALEXA QUINTANILLA	796.16	DD	05/12/13	
78166	ANDREA F COOK	169.16	DD	05/12/13	
78247	MARIESA D ALMANZAR	1485.51	DD	05/12/13	
78336	JESSICA L GLOVER	1703.34	DD	05/12/13	
78546	MELISSA M SEE	926.76	DD	05/12/13	
78764	ASHLEY D HADLEY	2145.71	DD	05/12/13	
78781	KRISTEN R MACHIGER	1334.17	DD	05/12/13	
78787	PARAN L CANAK	2608.71	DD	05/12/13	
78957	DWYLE J ROBINSON	656.12	DD	05/12/13	
80068	ADAM D BEESE	1670.54	DD	05/12/13	
80141	JEANNIE ORTA	1771.34	DD	05/12/13	
82227	CAITLIN A CLEVELAND	1190.92	DD	05/12/13	
86482	MACY ELLEDGE	714.31	DD	05/12/13	
86481	MEGAN M HARPER	824.76	DD	05/12/13	
86576	ELSA HERRERA	795.00	DD	05/12/13	
88125	LISA M TREVINO	1159.59	DD	05/12/13	
88321	ANDREW DE LOS SANTOS	2651.53	DD	05/12/13	
88605	MARLEY B CONNELL	2005.95	DD	05/12/13	
90300	ROSHANDA S THOMAS	5934.92	DD	05/12/13	
91231	ANDRIE M FLORES	1264.93	DD	05/12/13	
91755	ADRIANNA M GALVAN	1652.31	DD	05/12/13	

176893.77

MEMORIAL MEDICAL CENTER
PROSPERITY BANK
ELECTRONIC TRANSFERS FOR OPERATING ACCOUNT --- May 1, 2023 - May 7, 2023

Date	Bank Description	MMC Notes
5/1/2023	PAY PLUS ACHTRANS 452579291 101000694817810	- 3rd Party Payor Fee
5/1/2023	IRS USATAXPYMT 270352130948793 6103601007242	- Payroll Taxes
5/2/2023	PAY PLUS ACHTRANS 452579291 101000696318001	- 3rd Party Payor Fee
5/2/2023	MCKESSON DRUG AUTO ACH ACH05474464 910000181	- 340B Drug Program Expense
5/2/2023	AUTHNET GATEWAY BILLING 128674907 1040000129	- 3rd Party Payor Fee
5/3/2023	PAY PLUS ACHTRANS 452579291 101000697919706	- 3rd Party Payor Fee
5/3/2023	MERCHANT BANKCD FEE 971160913887 91000017448	- Credit Card Processing Fee
5/3/2023	MERCHANT BANKCD FEE 971160910883 91000017448	- Credit Card Processing Fee
5/3/2023	MERCHANT BANKCD DISCOUNT 971160910883 910000	- Credit Card Processing Fee
5/3/2023	MERCHANT BANKCD DISCOUNT 971160913887 910000	- Credit Card Processing Fee
5/3/2023	MERCHANT BANKCD INTERCHNG 971160913887 910000	- Credit Card Processing Fee
5/4/2023	PAY PLUS ACHTRANS 452579291 101000698951842	- 3rd Party Payor Fee
5/5/2023	PAY PLUS ACHTRANS 452579291 101000690040695	- 3rd Party Payor Fee
5/5/2023	AMERISOURCE BERG PAYMENTS 0100007768 21000002	- 340B Drug Program Expense
5/5/2023	FDMS FDMS PYMT 052-2000500-000 4100012303636	- Credit Card Processing Fee
5/5/2023	FDMS FDMS PYMT 052-1601830-000 4100012301191	- Credit Card Processing Fee

Amount	CPS
5.42	259.70
134,611.68	104.20
78.89	9.95
10,119.10	408.20
30.70	30.70
259.73	30.70
215.23	30.70
9.95	19.95
19.95	216.20
342.47	9.95
202.79	19.95
104.28	342.47
9.90	202.79
3,779.00	75.67
75.67	32.45
32.45	149,848.21
149,848.21	32.45
	899.50
	408.20
	30.70
	899.50
	1,558.60
	149,848.21
	134,611.68
	10,119.10
	30.70
	1,558.60
	1,558.60
	0.00

ANDREW DE LOS SANTOS
Memorial Medical Center

May 8, 2023

PROSPERITY BANK

ELECTRONIC TRANSFERS FOR OPERATING ACCOUNT -- ESTIMATED ACHS

Date	Description	MMC Notes

Amount
1,558.60
149,848.21
134,611.68
10,119.10
30.70
1,558.60
1,558.60
0.00

ANDREW DE LOS SANTOS
Memorial Medical Center

May 8, 2023

APPROVED ON

MAY 08 2023

BY COUNTY AUDITOR
DALLAS COUNTY, TEXAS

RECEIVED BY THE
COUNTY AUDITOR ONMAY 04 2023
05/04/2023

CALHOUN COUNTY, TEXAS

MEMORIAL MEDICAL CENTER

AP Open Invoice List

Dates Through: 05/25/2023

0

ap_open_invoice.template

Vendor# Vendor Name

Class Pay Code

11816 ASHFORD GARDENS

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net
042823		04/28/20	04/28/20	05/28/20		6,392.03	0.00	0.00	6,392.03 ✓

UHC YF AJD 1

Vendor Totals Number Name

Gross	Discount	No-Pay	Net
6,392.03	0.00	0.00	6,392.03

11816 ASHFORD GARDENS

Report Summary

Grand Totals:	Gross	Discount	No-Pay	Net
	6,392.03	0.00	0.00	6,392.03

APPROVED ON

MAY 05 2023

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

RECEIVED BY THE
COUNTY AUDITOR ON

MAY 04 2023

05/04/2023

CALHOUN COUNTY, TEXAS

MEMORIAL MEDICAL CENTER

AP Open Invoice List

Dates Through:

0

ap_open_invoice.template

Vendor# Vendor Name

Class Pay Code

11828 SOLERA WEST HOUSTON ✓

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net
042823		04/28/20	04/28/20	05/28/20		2,686.09	0.00	0.00	2,686.09 ✓

UHC Y5 ADJ 1

Vendor Totals Number Name

11828 SOLERA WEST HOUSTON

Gross	Discount	No-Pay	Net
2,686.09	0.00	0.00	2,686.09

Report Summary

Grand Totals:

Gross	Discount	No-Pay	Net
2,686.09	0.00	0.00	2,686.09

APPROVED ON

MAY 05 2023

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

RECEIVED BY THE
COUNTY AUDITOR ON

MAY 04 2023

11:26

CALHOUN COUNTY, TEXAS

Vendor# Vendor Name

MEMORIAL MEDICAL CENTER

AP Open Invoice List

0

ap_open_invoice.template

Dates Through:

Class Pay Code

11820 FORTBEND HEALTHCARE CENTER

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net
042823		04/28/20	04/28/20	05/28/20		2,772.03	0.00	0.00	2,772.03

UHC Y5 ADJ 1

Vendor Totals Number Name

Number	Name	Gross	Discount	No-Pay	Net
11820	FORTBEND HEALTHCARE CENTER	2,772.03	0.00	0.00	2,772.03

Report Summary

Grand Totals:	Gross	Discount	No-Pay	Net
	2,772.03	0.00	0.00	2,772.03

APPROVED ON

MAY 05 2023

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

RECEIVED BY THE
COUNTY AUDITOR ON

MAY 08 2023

11:16

CALHOUN COUNTY, TEXAS

MEMORIAL MEDICAL CENTER

AP Open Invoice List

0

Dates Through:

ap_open_invoice.template

Vendor# Vendor Name

Class Pay Code

11832 BROADMOOR AT CREEKSIDE PARK

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net
042623A		04/28/20	04/28/20	05/26/20		1,800.00	0.00	0.00	1,800.00 ✓

042623	TRANSFER	04/28/20	04/28/20	05/26/20		800.00	0.00	0.00	800.00 ✓

042923	TRANSFER	04/28/20	04/28/20	05/28/20		1,880.32	0.00	0.00	1,880.32 ✓

UHC Y5 A/D 1

Vendor Totals	Number	Name	Gross	Discount	No-Pay	Net
11832	BROADMOOR AT CREEKSIDE PARK	4,480.32	0.00	0.00	4,480.32	

Report Summary

Grand Totals:	Gross	Discount	No-Pay	Net
	4,480.32	0.00	0.00	4,480.32

APPROVED ON

MAY 05 2023

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

RECEIVED BY THE
COUNTY AUDITOR ONMAY 04 2023
05/04/202311:16
CALHOUN COUNTY, TEXAS

MEMORIAL MEDICAL CENTER

AP Open Invoice List

0

Dates Through:

ap_open_invoice.template

Vendor# Vendor Name

Class Pay Code

11824 THE CRESCENT

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net
042823		04/28/20	04/28/20	05/28/20		1,713.44	0.00	0.00	1,713.44 ✓
	UHC Y5 ADJ 1								
042723		04/30/20	04/27/20	05/27/20		5,700.00	0.00	0.00	5,700.00 ✓
	TRANSFER								
Vendor Totals						Gross	Discount	No-Pay	Net
11824	THE CRESCENT					7,413.44	0.00	0.00	7,413.44

Report Summary

Grand Totals:	Gross	Discount	No-Pay	Net
	7,413.44	0.00	0.00	7,413.44

APPROVED ON

MAY 05 2023

BY COUNTY AUDITOR
CALHOUN COUNTY TEXAS

RECEIVED BY THE
COUNTY AUDITOR ON

MAY 04 2023

05/04/2023
CALHOUN COUNTY, TEXAS

MEMORIAL MEDICAL CENTER

AP Open Invoice List

Dates Through:

0

ap_open_invoice.template

Vendor# Vendor Name

Class Pay Code

11836 GOLDENCREEK HEALTHCARE

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net
042423		04/28/20	04/23/20	05/26/20		20,663.55	0.00	0.00	20,663.55 ✓
	TRANSFER	All insurance paid deposited into main operating							
042423B		04/28/20	04/24/20	05/26/20		4,182.06	0.00	0.00	4,182.06 ✓
	TRANSFER	"							
042423A		04/28/20	04/24/20	05/26/20		1,185.00	0.00	0.00	1,185.00 ✓
	TRANSFER	"							
042523		04/28/20	04/25/20	04/26/20		52,309.00	0.00	0.00	52,309.00 ✓
	TRANSFER	"							
042623		04/28/20	04/26/20	05/26/20		4,328.34	0.00	0.00	4,328.34 ✓
	TRANSFER	"							
042723		04/28/20	04/27/20	05/27/20		6,320.00	0.00	0.00	6,320.00 ✓
	TRANSFER	"							
042823		04/28/20	04/28/20	05/28/20		3,686.34	0.00	0.00	3,686.34 ✓
	UHC Y5 AJD 1								
Vendor Totals						Gross	Discount	No-Pay	Net
11836	GOLDENCREEK HEALTHCARE					92,674.29	0.00	0.00	92,674.29

Report Summary

Grand Totals:	Gross	Discount	No-Pay	Net
	92,674.29	0.00	0.00	92,674.29

APPROVED ON

MAY 05 2023

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

RECEIVED BY THE
COUNTY AUDITOR ON

MAY 04 2023

05/04/2023
CALHOUN COUNTY, TEXAS

MEMORIAL MEDICAL CENTER

AP Open Invoice List

0

Dates Through:

ap_open_invoice.template

Vendor# Vendor Name

Class Pay Code

12696 GULF POINTE PLAZA

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net		
042423		04/28/20	04/24/20	05/26/20		713.30	0.00	0.00	713.30 ✓		
	TRANSFER	NH insurance pmt deposited into same opening									
042623		04/28/20	04/26/20	05/26/20		862.46	0.00	0.00	862.46 ✓		
	TRANSFER										
050123		04/28/20	04/28/20	05/01/20		98.61	0.00	0.00	98.61 ✓		
	CLAIM PMT TRANSFER										
042823		04/28/20	04/28/20	05/28/20		2,240.92	0.00	0.00	2,240.92 ✓		
	UCH Y5 ADJ 1										
Vendor Totals						Number	Name	Gross	Discount	No-Pay	Net
12696	GULF POINTE PLAZA							3,915.29	0.00	0.00	3,915.29

Report Summary

Grand Totals:	Gross	Discount	No-Pay	Net
	3,915.29	0.00	0.00	3,915.29

APPROVED ON

MAY 05 2023

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

RECEIVED BY THE
COUNTY AUDITOR ON

MAY 04 2023

11:13

CALHOUN COUNTY, TEXAS

Vendor# Vendor Name

MEMORIAL MEDICAL CENTER

AP Open Invoice List

0

Dates Through:

ap_open_invoice.template

Class Pay Code

13004 TUSCANY VILLAGE

Invoice#	Comment	Trans Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net
042123		04/28/20	04/21/20	05/26/20		192.00	0.00	0.00	192.00 ✓
	TRANSFER								
042123A		04/28/20	04/21/20	05/26/20		5,063.80	0.00	0.00	5,063.80 ✓
	TRANSFER								
042623		04/28/20	04/26/20	05/26/20		972.50	0.00	0.00	972.50 ✓
	TRANSFER								
042623A		04/28/20	04/26/20	05/26/20		424.21	0.00	0.00	424.21 ✓
	TRANSFER								
042723		04/28/20	04/27/20	05/27/20		188.51	0.00	0.00	188.51 ✓
	TRANSFER								
042823		04/28/20	04/28/20	05/28/20		4,482.61	0.00	0.00	4,482.61 ✓
	UCH Y5 ADJ 1								
Vendor Totals						Gross	Discount	No-Pay	Net
13004	TUSCANY VILLAGE					11,323.63	0.00	0.00	11,323.63

Report Summary

Grand Totals:	Gross	Discount	No-Pay	Net
	11,323.63	0.00	0.00	11,323.63

APPROVED ON

MAY 05 2023

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

RECEIVED BY THE
COUNTY AUDITOR ON

MAY 04 2023

11:25

CALHOUN COUNTY TEXAS

Vendor# Vendor Name

MEMORIAL MEDICAL CENTER

AP Open Invoice List

0

Dates Through:

ap_open_invoice.template

Class Pay Code

12792 BETHANY SENIOR LIVING

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check D	Pay Gross	Discount	No-Pay	Net
042423		04/28/20	04/24/20	05/26/20		25,885.49	0.00	0.00	25,885.49 ✓
	TRANSFER	NH insurance pymt deposited int mme open							
042523B		04/28/20	04/25/20	05/26/20		21,866.51	0.00	0.00	21,866.51 ✓
	TRANSFER	"							
042523A		04/28/20	04/25/20	05/26/20		38,672.14	0.00	0.00	38,672.14 ✓
	TRANSFER	"							
042523		04/28/20	04/25/20	05/26/20		18,156.95	0.00	0.00	18,156.95 ✓
	TRANSFER	"							
042623		04/28/20	04/26/20	05/26/20		1,053.32	0.00	0.00	1,053.32 ✓
	TRANSFER	"							

Vendor Totals: Number Name

12792 BETHANY SENIOR LIVING

Gross	Discount	No-Pay	Net
105,634.41	0.00	0.00	105,634.41

Report Summary

Grand Totals:

Gross	Discount	No-Pay	Net
105,634.41	0.00	0.00	105,634.41

APPROVED ON

MAY 05 2023

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

Memorial Medical Center
Nursing Home UPL
Weekly Centex Transfer
Prosperity Accounts
5/8/2023

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~~		250,881.52	226,640.75	7,246.69		41,487.46	7,246.69
						Bank Balance	41,487.46
						Variance	
						Leave in Balance	100.00
						Amerigroup QIPP YS Comp 1 Rec	21,917.57
						QIPP YS ADI 1 AMERIGROUP	10,179.59
						April Interest	43.61
						May Interest	
						June Interest	
						Adjust Balance/Transfer Amt	7,246.69
~~Broadview~~		87,736.91	237,414.85	13,258.14		61,580.22	13,258.14
						Bank Balance	61,580.22
						Variance	
						Leave in Balance	100.00
						QIPP YS ADI 1 AMERIGROUP	3,754.00
						Amerigroup QIPP YS Comp 1 Rec	46,436.93
						April Interest	31.15
						May Interest	
						June Interest	
						Adjust Balance/Transfer Amt	13,258.14
~~Crescent~~		359,606.68	286,877.36	65,638.31		118,167.55	48,088.31
						Bank Balance	118,167.55
						Variance	
						Leave in Balance	100.00
						QIPP YS ADI 1 AMERIGROUP	1,140.70
						Amerigroup QIPP YS Comp 1 Rec	4,866.68
						Claim Payment Transfer to Tuscan	64,587.25
						Claim Payment Transfer to Tuscan	17,550.00
						April Interest	34.57
						May Interest	
						June Interest	
						Adjust Balance/Transfer Amt	48,088.31
~~Fort Bend~~		152,984.86	148,652.51	6,112.77		10,445.12	6,112.77
						Bank Balance	10,445.12
						Variance	(0.00)
						Leave in Balance	100.00
						QIPP YS ADI 1 AMERIGROUP	4,214.50
						April Interest	17.85
						May Interest	
						June Interest	
						Adjust Balance/Transfer Amt	6,112.77
~~Salem at Houston~~		161,940.09	116,029.84	54,965.63		87,875.88	54,965.63
						Bank Balance	87,875.88
						Variance	
						Leave in Balance	100.00
						QIPP YS ADI 1 AMERIGROUP	4,116.63
						Amerigroup QIPP YS Comp 1 Rec	21,651.40
						April Interest	40.22
						May Interest	
						June Interest	
						Adjust Balance/Transfer Amt	54,965.63
TOTAL TRANSFERS							129,671.54

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 100% deposited to open account.

Approved: *Andrew De Los Santos*
ANDREW DE LOS SANTOS

APPROVED ON

MAY 08 2023

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

5/9/2023

Asst. Dir. /

5/4/2023 HNB - ECHO HCCLAIMPMT 746003411 440000257458
 5/1/2023 WIRE OUT ASHCROD HEALTH CARE CENTER LTD
 5/3/2023 CIGNA HCCLAIMPMT 1326436189 91000010794330
 5/2/2023 UHC COMMUNITY PL HCCLAIMPMT 746003411 910000

Transfer-Out	Transfer-In	MMC PORTION					NH PORTION
		QIPP/Comp1	QIPP/Comp 2	QIPP/Comp3	QIPP/Comp4&Lapse	QIPP TI	
	6,338.09						6,338.09
270,640.75	898.21						898.21
	10.19						10.19
226,940.75	7,246.69						7,246.69

Broadmoor /

5/5/2023 HNB - ECHO HCCLAIMPMT 746003411 440000297196
 5/3/2023 WIRE OUT CANTEX HEALTH CARE CENTERS III
 5/3/2023 HNB - ECHO HCCLAIMPMT 746003411 440000217660
 5/3/2023 UnitedHealthcare HCCLAIMPMT 746003411 124384
 5/2/2023 HUMANA INS CO HCCLAIMPMT 19164863 8300005348
 5/2/2023 HUMANA INS CO HCCLAIMPMT 19164863 8300005348
 5/1/2023 MANAGEANDNET1718 MNS PMNT 00000000004293 41
 5/1/2023 UHC COMMUNITY PL HCCLAIMPMT 746003411 910000

Transfer-Out	Transfer-In	MMC PORTION					NH PORTION
		QIPP/Comp1	QIPP/Comp 2	QIPP/Comp3	QIPP/Comp4&Lapse	QIPP TI	
	38.22						38.22
237,434.85	842.89						842.89
	2,150.00						2,150.00
	4,740.00						4,740.00
	1,580.00						1,580.00
	1,644.00						1,644.00
	263.03						263.03
237,434.85	13,258.14						13,258.14

Crescent /

5/5/2023 DEVOTED HEALTH P HCCLAIMPMT 121140392615456
 5/4/2023 MANAGEANDNET1718 MNS PMNT 00000000003259 41
 5/4/2023 HNB - ECHO HCCLAIMPMT 746003411 440000257458
 5/4/2023 DEVOTED HEALTH P HCCLAIMPMT 121140391580603
 5/3/2023 WIRE OUT CANTEX HEALTH CARE CENTERS III
 5/3/2023 DEVOTED HEALTH P HCCLAIMPMT 121140390474422
 5/2/2023 HEALTH HUMAN SVC HCCLAIMPMT 17460034113008 2
 5/1/2023 HNB - ECHO HCCLAIMPMT 746003411 440000215640
 5/1/2023 UnitedHealthcare HCCLAIMPMT 746003411 910000
 5/1/2023 DEVOTED HEALTH P HCCLAIMPMT 121140397723576
 5/1/2023 DEVOTED HEALTH P HCCLAIMPMT 121140397723576
 5/1/2023 DEVOTED HEALTH P HCCLAIMPMT 121140397723574

Transfer-Out	Transfer-In	MMC PORTION					NH PORTION
		QIPP/Comp1	QIPP/Comp 2	QIPP/Comp3	QIPP/Comp4&Lapse	QIPP TI	
	6,600.00						6,600.00
	2,688.00						2,688.00
	2,637.67						2,637.67
	4,182.00						4,182.00
796,877.36							
	2,523.00						2,523.00
	24,761.98						24,761.98
	175.75						175.75
	319.91						319.91
	12,600.00						12,600.00
	3,150.00						3,150.00
	5,850.00						5,850.00
286,877.36	65,638.31						65,638.31

Fort Bend /

5/5/2023 AARP Supplementa HCCLAIMPMT 746003411 124384
 5/3/2023 WIRE OUT CANTEX HEALTH CARE CENTERS III
 5/3/2023 UnitedHealthcare HCCLAIMPMT 746003411 124384
 5/2/2023 UnitedHealthcare HCCLAIMPMT 746003411 124384
 5/1/2023 UHC COMMUNITY PL HCCLAIMPMT 746003411 910000

Transfer-Out	Transfer-In	MMC PORTION					NH PORTION
		QIPP/Comp1	QIPP/Comp 2	QIPP/Comp3	QIPP/Comp4&Lapse	QIPP TI	
	448.31						448.31
148,652.51	1,615.00						1,615.00
	540.00						540.00
	3,509.46						3,509.46
148,652.51	6,112.77						6,112.77

Galveston West Houston /

5/5/2023 HNB - ECHO HCCLAIMPMT 746003411 440000297196
 5/4/2023 HNB - ECHO HCCLAIMPMT 746003411 440000257978
 5/4/2023 UHC COMMUNITY PL HCCLAIMPMT 746003411 910000
 5/3/2023 WIRE OUT CANTEX HEALTH CARE CENTERS III
 5/3/2023 MANAGEANDNET1718 MNS PMNT 00000000002482 41
 5/3/2023 HNB - ECHO HCCLAIMPMT 746003411 440000217749
 5/3/2023 UHC COMMUNITY PL HCCLAIMPMT 746003411 910000
 5/3/2023 HUMANA CHA DISB HCCLAIMPMT 19392134 42000015
 5/2/2023 HUMANA INS CO HCCLAIMPMT 19182402 8300005347
 5/2/2023 HNB - ECHO HCCLAIMPMT 746003411 440000277878
 5/1/2023
 5/1/2023 MANAGEANDNET1718 MNS PMNT 00000000002482 41
 5/1/2023 HNB - ECHO HCCLAIMPMT 746003411 440000216896
 5/1/2023 UnitedHealthcare HCCLAIMPMT 746003411 910000
 5/1/2023 HUMANA INS CO HCCLAIMPMT 18996746 8300005355

Transfer-Out	Transfer-In	MMC PORTION					NH PORTION
		QIPP/Comp1	QIPP/Comp 2	QIPP/Comp3	QIPP/Comp4&Lapse	QIPP TI	
	2,646.27						2,646.27
	3,787.50						3,787.50
	3,332.22						3,332.22
125,758.19							
	3,688.00						3,688.00
	123.10						123.10
	173.47						173.47
	9,593.00						9,593.00
	7,905.00						7,905.00
	882.09						882.09
126	10,211.65						
	3,240.00						3,240.00
	12,576.64						12,576.64
	118.34						118.34
	6,880.00						6,880.00
336,029.84	54,965.63						54,965.63

TOTALS

1,235,635.31	247,221.54						147,221.54

Accounts

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Account Balances

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A: Accounts By Type

A: Types

DDA (15)

Print Day Balance	Collected Balance	Available Balance	Current Balance
\$8,689,246.93	\$8,914,620.05	\$9,163,558.89	\$8,914,620.05

MEMORIAL MEDICAL CENTER - OPERATING *4357

Current Balance	Available Balance	Collected Balance	Print Day Balance
\$6,018,056.08	\$6,100,878.00	\$7,114,154.75	\$5,855,488.00

MEMORIAL MEDICAL CENTER - CLINIC SERIES 2014 *4365

Current Balance	Available Balance	Collected Balance	Print Day Balance
\$537.44	\$537.44	\$537.44	\$537.44

MEMORIAL MEDICAL CENTER - PRIVATE WAIVER CLEARING *4373

Current Balance	Available Balance	Collected Balance	Print Day Balance
\$432.67	\$432.67	\$432.67	\$432.67

MEMORIAL MEDICAL CENTER / NH ASHFORD *4381 ✓

Current Balance	Available Balance	Collected Balance	Print Day Balance
\$41,487.46	\$41,487.46	\$41,487.46	\$41,487.46

MEMORIAL MEDICAL CENTER / NH BROADMOOR *4403 ✓

Current Balance	Available Balance	Collected Balance	Print Day Balance
\$65,540.22	\$52,449.77	\$73,754.22	\$65,542.10

MEMORIAL MEDICAL CENTER / NH CRESCENT *4411 ✓

Current Balance	Available Balance	Collected Balance	Print Day Balance
\$138,367.55	\$154,744.04	\$154,744.04	\$154,744.04

MEMORIAL MEDICAL CENTER / SOLERA AT WEST HOUSTON *4438 ✓

Current Balance	Available Balance	Collected Balance	Print Day Balance
\$82,875.88	\$94,903.49	\$69,270.84	\$84,124.97

MEMORIAL MEDICAL CENTER / NH FORT BEND *4446 ✓

Current Balance	Available Balance	Collected Balance	Print Day Balance
\$13,445.12	\$12,044.41	\$10,434.11	\$8,996.41

MEMORIAL MEDICAL / NH GOLDEN CREEK HEALTHCARE *4454

Current Balance	Available Balance	Collected Balance	Print Day Balance
\$179,559.26	\$168,742.44	\$179,444.25	\$161,109.80

MMC - NH GULF POINTE PLAZA - PRIVATE PAY *5433

Current Balance	Available Balance	Collected Balance	Print Day Balance
\$106,565.67	\$105,626.24	\$106,554.11	\$102,565.67

MMC - NH GULF POINTE PLAZA - MEDICARE/MEDICAID *5441

Current Balance	Available Balance	Collected Balance	Print Day Balance
\$69,441.66	\$76,670.80	\$69,441.66	\$76,670.80

MMC - NH BETHANY SENIOR LIVING *5506

Current Balance	Available Balance	Collected Balance	Print Day Balance
\$111,826.72	\$117,811.47	\$111,826.72	\$97,121.47

MMC - NH TUSCANY VILLAGE *3407

Current Balance	Available Balance	Collected Balance	Print Day Balance
\$44,112.40	\$51,877.13	\$44,112.40	\$44,112.40

MMC - BETHANY SR LIVING - DACA *3660

Current Balance	Available Balance	Collected Balance	Print Day Balance
\$100.00	\$100.00	\$100.00	\$100.00

MMC - MONEY MARKET FUND *2998

Current Balance	Available Balance	Collected Balance	Print Day Balance
\$2,060,823.95	\$2,060,823.95	\$2,060,823.95	\$2,060,823.95

Memorial Medical Center
Nursing Home UPL
Weekly Nexion Transfer
Prosperity Accounts
5/8/2023

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		262,250.79	143,576.27	61,284.74		179,959.26	61,284.74
						Bank Balance	179,959.26
						Variance	
						Leave in Balance	100.00
						Superior QPPP Y5 ADI 1	8,875.92
						Superior Y5 Comp 1 Rec	109,443.52
						Claim Payment Transfer to GPP	217.06
						April Interest	38.02
						May Interest	
						June Interest	
						Adjust Balance/Transfer Amt	61,284.74

Note 1 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

5/8/2023

Golden Creek

5/5/2023 TSYS/TRANSFIRST CR CD DEP 543684555876917 91
 5/5/2023 GOLDENCREEKHEALT MERC DEP 1220356 9100001167
 5/5/2023 NOVITAS SOLUTION HCCLAIMPMT 676097 420000101
 5/5/2023 HEALTH HUMAN SVC HCCLAIMPMT 174600341133011 2
 5/4/2023 WIRE OUT NEXION HEALTH d/b/a GOLDEN CREEK HC
 5/4/2023 TSYS/TRANSFIRST CR CD DEP 543684555876917 91
 5/4/2023 HNB - ECHO HCCLAIMPMT 746003411 440000257978
 5/4/2023 HNB - ECHO HCCLAIMPMT 746003411 440000257978
 5/4/2023 NOVITAS SOLUTION HCCLAIMPMT 676097 420000101
 5/3/2023 HNB - ECHO HCCLAIMPMT 746003411 440000217749
 5/3/2023 Am Health Plan T PAYMENT 84307030007915
 5/2/2023 TSYS/TRANSFIRST CR CD DEP 543684555876917 91
 5/2/2023 HNB - ECHO HCCLAIMPMT 746003411 440000277878
 5/1/2023 TSYS/TRANSFIRST CR CD DEP 543684555876917 91

		MMCPORTION					NN PORTION
Transfer Out	Transfer In	QIPP/Comp1	QIPP/Comp 2	QIPP/Comp3	QIPP/Comp4 & Lapse	QIPP T1	
-	9,339.00	-	-	-	-	-	9,339.00
-	891.00	-	-	-	-	-	891.00
-	11,373.17	-	-	-	-	-	11,373.17
-	4,777.29	-	-	-	-	-	4,777.29
143,576.27	-	-	-	-	-	-	-
-	2,137.52	-	-	-	-	-	2,137.52
-	114.86	-	-	-	-	-	114.86
-	176.42	-	-	-	-	-	176.42
-	10,786.43	-	-	-	-	-	10,786.43
-	41.27	-	-	-	-	-	41.27
-	9,500.00	-	-	-	-	-	9,500.00
-	1,699.00	-	-	-	-	-	1,699.00
-	8,676.45	-	-	-	-	-	8,676.45
-	1,772.33	-	-	-	-	-	1,772.33
143,576.27	61,284.74	-	-	-	-	-	61,284.74

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All Types

[DDA \(15\)](#)

DDA (15)

Previous Balance	Collected Balance	Available Balance	Current Balance
\$8,689,246.93	\$8,914,620.05	\$9,163,558.89	\$8,914,620.05

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MEMORIAL MEDICAL CENTER - OPERATING *4357

Current Balance	Collected Balance	Previous Balance
\$8,014,053.06	\$8,114,484.14	\$8,610,455.90

MEMORIAL MEDICAL CENTER - CLINIC SERIES 2014 *4365

Current Balance	Collected Balance	Previous Balance
\$517.44	\$517.44	\$517.44

MEMORIAL MEDICAL CENTER - PRIVATE WAIVER CLEARING *4373

Current Balance	Collected Balance	Previous Balance
\$432.67	\$432.67	\$432.67

MEMORIAL MEDICAL CENTER / NH ASHFORD *4381

Current Balance	Collected Balance	Previous Balance
\$41,487.46	\$41,487.46	\$41,487.46

MEMORIAL MEDICAL CENTER / NH BROADMOOR *4403

Current Balance	Collected Balance	Previous Balance
\$93,580.32	\$93,580.32	\$93,580.32

MEMORIAL MEDICAL CENTER / NH CRESCENT *4411

Current Balance	Collected Balance	Previous Balance
\$126,167.55	\$126,167.55	\$126,167.55

MEMORIAL MEDICAL CENTER / SOLERA AT WEST HOUSTON *4438

Current Balance	Collected Balance	Previous Balance
\$82,875.68	\$82,875.68	\$82,875.68

MEMORIAL MEDICAL CENTER / NH FORT BEND *4446

Current Balance	Collected Balance	Previous Balance
\$13,449.12	\$13,449.12	\$13,449.12

MEMORIAL MEDICAL / NH GOLDEN CREEK HEALTHCARE *4454

Current Balance	Collected Balance	Previous Balance
\$179,959.26	\$179,959.26	\$179,959.26

MMC - NH GULF POINTE PLAZA - PRIVATE PAY *5433

Current Balance	Collected Balance	Previous Balance
\$106,505.57	\$106,505.57	\$106,505.57

MMC - NH GULF POINTE PLAZA - MEDICARE/MEDICAID *5441

Current Balance	Collected Balance	Previous Balance
\$55,441.66	\$55,441.66	\$55,441.66

MMC - NH BETHANY SENIOR LIVING *5506

Current Balance	Collected Balance	Previous Balance
\$111,826.79	\$111,826.79	\$111,826.79

MMC - NH TUSCANY VILLAGE *3407

Current Balance	Collected Balance	Previous Balance
\$44,112.40	\$44,112.40	\$44,112.40

MMC - BETHANY SR LIVING - DACA *3660

Current Balance	Collected Balance	Previous Balance
\$100.00	\$100.00	\$100.00

MMC - MONEY MARKET FUND *2998

Current Balance	Collected Balance	Previous Balance
\$2,000,428.85	\$2,000,428.85	\$2,000,428.85

Memorial Medical Center
Nursing Home UPL
Weekly HMG Transfer
Prosperity Accounts
5/8/2023

Nursing Home	Account Number	Previous Beginning Balance	Transfer-Out	Transfer-In	Cks Cleared	Pending Deposits	Today's Beginning Balance	Amount to Be Transferred to Nursing Home
~~Gulf Pointe Plaza - Private PPR~~		104,631.67		1,934.00			106,565.67	5,436.60
						Bank Balance Variance	106,565.67	
						Leave in Balance	106.00	
						Superior QIPP Y5 ADJ 1	4,500.50	
						Superior Y5 Comp 1 Rec	96,516.78	
						April Interest	11.61	
						May Interest		
						June Interest		
						Adjust Balance/Transfer Amt	5,436.60	
Nursing Home	Account	Previous Beginning Balance	Transfer-Out	Transfer-In	Cks Cleared	Pending Deposits	Today's Beginning Balance	Amount to Be Transferred to Nursing Home
~~Gulf Pointe Plaza - Private PPR~~		130,617.55	130,499.34	55,323.45			55,441.66	55,323.45
						Bank Balance Variance	55,441.66	
						Leave in Balance	100.00	
						April Interest	18.21	
						May Interest		
						June Interest		
						Adjust Balance/Transfer Amt	55,323.45	
TOTAL TRANSFERS							60,760.05	

Routing Information for Gulf Pointe 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 MMC deposited to open account.

Approved: Andrew De Los Santos
ANDREW DE LOS SANTOS 5/8/2023

APPROVED ON

MAY 08 2023

BY COUNTY AUDITOR
CALHOUN COUNTY TEXAS

Griff Police PPA - HMB/CR/NOV23.V

5/4/2023 HNB - ECHO HCCLAIMPMT 746003411 440000257978
 5/3/2023 HNB - ECHO HCCLAIMPMT 746003411 440000217729
 5/3/2023 HNB - ECHO HCCLAIMPMT 746003411 440000217729
 5/2/2023 HNB - ECHO HCCLAIMPMT 746003411 440000217729

		MMC PORTION					NH PORTION
Transfer-Out	Transfer-In	QIPP/Comp1	QIPP/Comp2	QIPP/Comp3	QIPP/Comp4 & Lapse	QIPP TI	
-	380.74	-	-	-	-	-	380.74
-	13.46	-	-	-	-	-	13.46
-	1,515.80	-	-	-	-	-	1,515.80
-	24.00	-	-	-	-	-	24.00
-	1,934.00	-	-	-	-	-	1,934.00

Griff Police PPA - HMB/CR/NOV23.V

5/5/2023 MERCHANT BANKCD DEPOSIT 496478518889 9100001
 5/5/2023 HNB - ECHO HCCLAIMPMT 746003411 440000297153
 5/4/2023 WIRE OUT HMG Rockport SNF, LP - Commerical 130,499.34
 5/4/2023 MERCHANT BANKCD DEPOSIT 496478518889 9100001
 5/4/2023 HEALTH HUMAN SVC HCCLAIMPMT 17460034113013 2
 5/3/2023 MERCHANT BANKCD DEPOSIT 496478518889 9100001
 5/3/2023 HNB - ECHO HCCLAIMPMT 746003411 440000217743
 5/2/2023 HNB - ECHO HCCLAIMPMT 746003411 4400002177878
 5/1/2023 WPS-TMEF CONTRAC HCCLAIMPMT 2403997941 21000

		MMC PORTION					NH PORTION
Transfer-Out	Transfer-In	QIPP/Comp1	QIPP/Comp2	QIPP/Comp3	QIPP/Comp4 & Lapse	QIPP TI	
-	23,304.90	-	-	-	-	-	23,304.90
-	12,995.89	-	-	-	-	-	12,995.89
130,499.34	-	-	-	-	-	-	-
-	1,155.00	-	-	-	-	-	1,155.00
-	353.71	-	-	-	-	-	353.71
-	5,031.37	-	-	-	-	-	5,031.37
-	5,478.67	-	-	-	-	-	5,478.67
-	6,783.01	-	-	-	-	-	6,783.01
-	220.90	-	-	-	-	-	220.90
130,499.34	55,323.45	-	-	-	-	-	55,323.45
130,499.34	57,257.45	-	-	-	-	-	57,257.45

Accounts

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Account Balances

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A - Accounts B - Type	A - Type		B -

DDA (15)

DDA (15)

Current Day Balance	Collected Balance	Available Balance	Current Balance
\$8,689,246.93	\$8,914,620.05	\$9,163,558.89	\$8,914,620.05

 Search by Name

MEMORIAL MEDICAL CENTER - OPERATING *4357

Current Balance	\$6,018,658.08	Collected Balance	\$6,018,658.08
Available Balance	\$6,156,878.05	Prior Day Balance	\$5,859,468.00

MEMORIAL MEDICAL CENTER - CLINIC SERIES 2014 *4365

Current Balance	\$537.44	Collected Balance	\$537.44
Available Balance	\$537.44	Prior Day Balance	\$537.44

MEMORIAL MEDICAL CENTER - PRIVATE WAIVER CLEARING *4373

Current Balance	\$432.47	Collected Balance	\$432.47
Available Balance	\$432.47	Prior Day Balance	\$432.47

MEMORIAL MEDICAL CENTER / NH ASHFORD *4381

Current Balance	\$41,487.48	Collected Balance	\$41,487.48
Available Balance	\$41,487.48	Prior Day Balance	\$41,487.48

MEMORIAL MEDICAL CENTER / NH BROADMOOR *4403

Current Balance	\$63,519.22	Collected Balance	\$63,519.22
Available Balance	\$63,519.22	Prior Day Balance	\$63,519.22

MEMORIAL MEDICAL CENTER / NH CRESCENT *4411

Current Balance	\$138,367.65	Collected Balance	\$138,367.65
Available Balance	\$138,367.65	Prior Day Balance	\$138,367.65

MEMORIAL MEDICAL CENTER / SOLERA AT WEST HOUSTON *4438

Current Balance	\$52,975.88	Collected Balance	\$52,975.88
Available Balance	\$52,975.88	Prior Day Balance	\$52,975.88

MEMORIAL MEDICAL CENTER / NH FORT BEND *4446

Current Balance	\$10,445.12	Collected Balance	\$10,445.12
Available Balance	\$10,445.12	Prior Day Balance	\$10,445.12

MEMORIAL MEDICAL / NH GOLDEN CREEK HEALTHCARE *4454

Current Balance	\$175,558.28	Collected Balance	\$175,558.28
Available Balance	\$175,558.28	Prior Day Balance	\$175,558.28

MMC - NH GULF POINTE PLAZA - PRIVATE PAY *5433 ✓

Current Balance	\$105,565.67	Collected Balance	\$105,565.67
Available Balance	\$105,565.67	Prior Day Balance	\$105,565.67

MMC - NH GULF POINTE PLAZA - MEDICARE/MEDICAID *5441 ✓

Current Balance	\$55,441.66	Collected Balance	\$55,441.66
Available Balance	\$55,441.66	Prior Day Balance	\$55,441.66

MMC - NH BETHANY SENIOR LIVING *5506

Current Balance	\$111,826.79	Collected Balance	\$111,826.79
Available Balance	\$111,826.79	Prior Day Balance	\$111,826.79

MMC - NH TUSCANY VILLAGE *3407

Current Balance	\$44,112.40	Collected Balance	\$44,112.40
Available Balance	\$44,112.40	Prior Day Balance	\$44,112.40

MMC - BETHANY SR LIVING - DACA *3660

Current Balance	\$100.00	Collected Balance	\$100.00
Available Balance	\$100.00	Prior Day Balance	\$100.00

MMC - MONEY MARKET FUND *2998

Current Balance	\$2,000,828.85	Collected Balance	\$2,000,828.85
Available Balance	\$2,000,828.85	Prior Day Balance	\$2,000,828.85

Memorial Medical Center
 Nursing Home UPL
 Weekly Tuscany Transfer
 Prosperity Accounts
 5/8/2023

Nursing Home	Account Number	Previous				Pending			Amount to Be Transferred to
		Beginning Balance	Transfer-Out	Transfer-In	Cks. Cleared		Today's Beginning Balance	Nursing Home	
Tuscania Village		410,071.85	423,500.38	37,540.93			44,112.40	37,540.93	
						Bank Balance	44,112.40		
						Variance			
						Leave in Balance	100.00		
						Amerigroup YS Adjustment 1	6,471.47		

Adjust Balance/Transfer Amt 37,540.93 ✓
 Approved [Signature] 5/8/2023
 ANDREW DE LOS SANTOS

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 MHC deposited to open account.

APPROVED ON

MAY 08 2023

BY COUNTY AUDITOR
 CALHOUN COUNTY, TEXAS

Tuscan Village

5/4/2023 WIRE OUT LINBAR ENTERPRISES, LLC
5/4/2023 HNB - ECHO HCCCLAIMPMT 746003411 440000257978
5/3/2023 HNB - ECHO HCCCLAIMPMT 746003411 440000217729
5/3/2023 NOVITAS SOLUTION HCCCLAIMPMT 676201 420000162
5/1/2023 NOVITAS SOLUTION HCCCLAIMPMT 676201 420000146

Transfer-Out
423,500.38

Transfer-In
4,967.15
1,438.20
12,564.63
18,570.95

MMC PORTION				
QIPP/Comp 1	QIPP/Comp 2	QIPP/Comp 3	QIPP/Comp 4&Lapse	QIPP TI

NH PORTION

423,500.38

37,540.93

37,540.93

Accounts

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Account Balances

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Search For:

Search Type:

Account Number:

Account Name:

 A. Account By Type

 All Types
[DDA, 15](#)

DDA (15)

Current Day Balance	Corrected Balance	Available Balance	Unsettled Balance
\$8,689,246.93	\$8,914,620.05	\$9,163,558.89	\$8,914,620.05

[Showing Default view](#)

MEMORIAL MEDICAL CENTER - OPERATING *4357

Current Balance	Corrected Balance	Available Balance	Unsettled Balance
\$0,078,058.66	\$0,000,000.00	\$0,000,000.00	\$0,000,000.00

MEMORIAL MEDICAL CENTER - CLINIC SERIES 2014 *4365

Current Balance	Corrected Balance	Available Balance	Unsettled Balance
\$537.44	\$537.44	\$537.44	\$537.44

MEMORIAL MEDICAL CENTER - PRIVATE WAIVER CLEARING *4373

Current Balance	Corrected Balance	Available Balance	Unsettled Balance
\$432.67	\$432.67	\$432.67	\$432.67

MEMORIAL MEDICAL CENTER / NH ASHFORD *4381

Current Balance	Corrected Balance	Available Balance	Unsettled Balance
\$41,487.46	\$41,487.46	\$41,487.46	\$41,487.46

MEMORIAL MEDICAL CENTER / NH BROADMOOR *4403

Current Balance	Corrected Balance	Available Balance	Unsettled Balance
\$63,580.22	\$63,580.22	\$63,580.22	\$63,580.22

MEMORIAL MEDICAL CENTER / NH CRESCENT *4411

Current Balance	Corrected Balance	Available Balance	Unsettled Balance
\$154,360.55	\$154,360.55	\$154,360.55	\$154,360.55

MEMORIAL MEDICAL CENTER / SOLERA AT WEST HOUSTON *4438

Current Balance	Corrected Balance	Available Balance	Unsettled Balance
\$82,875.66	\$82,875.66	\$82,875.66	\$82,875.66

MEMORIAL MEDICAL CENTER / NH FORT BEND *4446

Current Balance	Corrected Balance	Available Balance	Unsettled Balance
\$13,449.12	\$13,449.12	\$13,449.12	\$13,449.12

MEMORIAL MEDICAL / NH GOLDEN CREEK HEALTHCARE *4454

Current Balance	Corrected Balance	Available Balance	Unsettled Balance
\$179,939.26	\$179,939.26	\$179,939.26	\$179,939.26

MMC-NH GULF POINT PLAZA - PRIVATE PAY *5433

Current Balance	Corrected Balance	Available Balance	Unsettled Balance
\$799,369.67	\$799,369.67	\$799,369.67	\$799,369.67

MMC-NH GULF POINT PLAZA - MEDICARE/MEDICAID *5441

Current Balance	Corrected Balance	Available Balance	Unsettled Balance
\$55,441.66	\$55,441.66	\$55,441.66	\$55,441.66

MMC-NH BETHANY SENIOR LIVING *5506

Current Balance	Corrected Balance	Available Balance	Unsettled Balance
\$119,626.79	\$119,626.79	\$119,626.79	\$119,626.79

MMC-NH TUSCANY VILLAGE *3407 ✓

Current Balance	Corrected Balance	Available Balance	Unsettled Balance
\$44,112.40 ✓	\$44,112.40	\$44,112.40	\$44,112.40

MMC-BETHANY SR LIVING - DACA *3660

Current Balance	Corrected Balance	Available Balance	Unsettled Balance
\$13,000.00	\$13,000.00	\$13,000.00	\$13,000.00

MMC-MONEY MARKET FUND *2998

Current Balance	Corrected Balance	Available Balance	Unsettled Balance
\$2,000,629.88	\$2,000,629.88	\$2,000,629.88	\$2,000,629.88

Memorial Medical Center
Nursing Home UPL
Weekly HSL Transfer
Prosperity Accounts
5/8/2023

Nursing Home	Account Number	Previous Beginning Balance	Transfer Out	Transfer In	Cbs Cleared	Pending Medicare Repayment	Today's Beginning Balance	Amount to Be Transferred to Nursing Home
~~Bayview Senior Center~~		501,525.56	✓ 502,356.85	✓ 111,658.08	✓		111,826.79	✓ 111,658.08
						Bank Balance	111,826.79	
						Variance		
						Leave in Balance	100.00	
						April Interest	58.71	✓
						May Interest		
						June Interest		
						Adjust Balance/Transfer Amt	111,658.08	✓
						Approved <i>[Signature]</i>		
						ANDREW DE LOS SANTOS		5/8/2023

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

MAY 08 2023

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

MMCPORION

Receivable Detail

5/5/2023 Deposit
 5/5/2023 HOSPICE OF SOUTH Payments NF 113122650015607
 5/4/2023 WIRE OUT PORT LAVACA NH, LLC
 5/4/2023 NOVITAS SOLUTION HCCLAIMPMT 676481 420000167
 5/3/2023 Deposit
 5/3/2023 Deposit
 5/3/2023 Deposit
 5/3/2023 NOVITAS SOLUTION HCCLAIMPMT 676481 420000162
 5/3/2023 HNB - ECHO HCCLAIMPMT 746003411 440000216896

Transfer-Out	Transfer-In	QIPP/Comp1	QIPP/Comp 2	QIPP/Comp3	QIPP/Comp4&Lapse	QIPP TI	NH PORTION
	19,627.00						19,627.00
502,356.85	757.89						757.89
	3,480.21						3,480.21
	32,949.96						32,949.96
	37,795.97						37,795.97
	4,280.76						4,280.76
	12,560.23						12,560.23
	206.06						206.06
502,356.85	111,658.08						111,658.08

Accounts

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Search Accounts

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Select View	Select Type	Account Number	Account Name
All Accounts by Type	All Types		

DDA (15)

Pre Day Balance	Current Balance	Available Balance	Overnight Balance
\$8,689,246.93	\$8,914,620.05	\$9,163,558.89	\$8,914,620.05

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MEMORIAL MEDICAL CENTER - OPERATING *4357

Current Balance	\$6,016,058.68	Overnight Balance	\$6,016,058.68
Available Balance	\$6,156,879.02	Pre Day Balance	\$5,838,469.90

MEMORIAL MEDICAL CENTER - CLINIC SERIES 2014 *4365

Current Balance	\$517.44	Overnight Balance	\$517.44
Available Balance	\$517.44	Pre Day Balance	\$237.44

MEMORIAL MEDICAL CENTER - PRIVATE WAIVER CLEARING *4373

Current Balance	\$432.67	Overnight Balance	\$432.67
Available Balance	\$432.67	Pre Day Balance	\$432.67

MEMORIAL MEDICAL CENTER / NH ASHFORD *4381

Current Balance	\$41,482.46	Overnight Balance	\$41,482.46
Available Balance	\$41,482.46	Pre Day Balance	\$41,482.46

MEMORIAL MEDICAL CENTER / NH BROADMOOR *4403

Current Balance	\$63,640.22	Overnight Balance	\$63,640.22
Available Balance	\$52,439.77	Pre Day Balance	\$49,942.17

MEMORIAL MEDICAL CENTER / NH CRESCENT *4411

Current Balance	\$138,167.55	Overnight Balance	\$138,167.55
Available Balance	\$154,741.14	Pre Day Balance	\$154,741.14

MEMORIAL MEDICAL CENTER / SOLERA AT WEST HOUSTON *4438

Current Balance	\$92,879.86	Overnight Balance	\$92,879.86
Available Balance	\$98,903.69	Pre Day Balance	\$92,879.86

MEMORIAL MEDICAL CENTER / NH FORT BEND *4446

Current Balance	\$13,448.12	Overnight Balance	\$13,448.12
Available Balance	\$13,448.12	Pre Day Balance	\$9,448.12

MEMORIAL MEDICAL / NH GOLDEN CREEK HEALTHCARE *4453

Current Balance	\$179,959.26	Overnight Balance	\$179,959.26
Available Balance	\$188,042.64	Pre Day Balance	\$189,979.67

MMC-NH GULF POINTE PLAZA - PRIVATE PAY *5433

Current Balance	\$106,565.67	Overnight Balance	\$106,565.67
Available Balance	\$106,629.48	Pre Day Balance	\$106,565.67

MMC-NH GULF POINTE PLAZA - MEDICARE/MEDICAID *5441

Current Balance	\$55,441.66	Overnight Balance	\$55,441.66
Available Balance	\$56,572.59	Pre Day Balance	\$59,147.87

MMC-NH BETHANY SENIOR LIVING *5506

Current Balance	\$111,826.79	Overnight Balance	\$111,826.79
Available Balance	\$117,118.87	Pre Day Balance	\$99,441.09

MMC-NH TUSCANY VILLAGE *3407

Current Balance	\$44,112.40	Overnight Balance	\$44,112.40
Available Balance	\$53,641.14	Pre Day Balance	\$44,112.40

MMC-BETHANY SR LIVING - DACA *3660

Current Balance	\$100.00	Overnight Balance	\$100.00
Available Balance	\$100.00	Pre Day Balance	\$100.00

MMC-MONEY MARKET FUND *2998

Current Balance	\$2,060,825.85	Overnight Balance	\$2,060,825.85
Available Balance	\$2,061,825.85	Pre Day Balance	\$2,061,825.85

MEMORIAL MEDICAL CENTER

CHECK REQUEST - *Crescent*

P

Tuscany ✓

Date Requested: 5/8/23

A

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APPROVED ON

MAY 08 2023

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

FOR ACCT. USE ONLY

☐ Imprest Cash

☐ A/P Check

☐ Mail Check to Vendor

☐ Return Check to Dep

AMOUNT 17,550.00 ✓

C/I NUMBER:

EXPLANATION: Claim Payments Transfer from Crescent

REQUESTED BY: Caitlin Clevenger

APPROVED BY:

Andrew Gutierrez
5/8/23

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 05.10.23
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	SUPPLIES/OPERATING EXPENSES	53980	BOUND TREE MEDICAL, LLC	412	84932468	EMS 4/21 GLOVES- POCVFD	647.79	
		EDUCATION-CONTINUING COMPUTER	62280	LEXIPOL, LLC	42700	INVPRA...	AMB OP 4/25 BLS, ALS, FIRE CE ONLINE LIBRARY	1,507.27	
AMBULANCE OPERATIONS-GENERAL	Total 290							2,155.06	0.00
BUILDING MAINTENANCE	170	BUILDING SUPPLIES/PARTS	53610	FI SERVICE AND SUPPLY LTD	2205	5244267	MAINT 3/8 PIPE BELL END, MISC PARTS/ SUPP	124.82	
		JANITOR SUPPLIES	53610	TURTLE & HUGHES INC	3635	5909890...	MAINT 4/10 MISC PARTS, SUPP	50.75	
			53640	GULF COAST PAPER CO INC	2619	2385536	MAINT 4/25 ELECTRIC BURNISHER	1,951.35	
			53640	GULF COAST PAPER CO INC	2619	2385594	MAINT 4/25 GLOVES, MOP HANDLE, MISC SUPP	572.24	
			53640	GULF COAST PAPER CO INC	2619	2385681	MAINT 4/25 AIR FRESHENER DISPENSOR	80.40	
		MISCELLANEOUS	63920	KERRI BOYD, TAX ASSESSOR	4041	1222024...	MAINT 4/16 REGISTRATION	7.50	
			63920	KERRI BOYD, TAX ASSESSOR	4041	1317834...	MAINT 4/15 REGISTRATION	7.50	
			63920	KERRI BOYD, TAX ASSESSOR	4041	1346012...	MAINT 4/15 REGISTRATION	7.50	
		REPAIRS-COURTHOUSE AND JAIL	65454	CFI MECHANICAL INC	2005	SD19670	MAINT 4/19 AIR COOLED CHILLER 2023 QTRLY MAINT	2,071.25	
			65454	MITCHELL GLASS COMPANY	8316	16219	MAINT 4/19 FURNISH/ INSTALL GLASS @ CH	8,025.00	
BUILDING MAINTENANCE	Total 170							12,898.31	0.00
COMMISSIONERS COURT	230	LEGAL NOTICES	63290	THE PORT LAVACA WAVE	62340	3000659...	COM CRT 3/1 ROOF RECOVER BID INVITE	216.90	
		PATHOLOGIST FEES	64520	VICTORIA MORTUARY SERVICE INC	8238	230418	COM CRT/JP5 4/14 TRANSPORT S. DANNER	642.50	
			64520	VICTORIA MORTUARY SERVICE INC	8238	230419	COM CRT/JP5 4/14 TRANSPORT C. JOHNSON	955.00	

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 05.10.23
1000 - GENERAL FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
COMMISSIONERS COURT	Total 230							1,814.40	0.00
CONTINGENCIES	240	GROUP INSURANCE	51920	RELIANCE STANDARD LIFE	6927	PO0504...	CALCO 5/4 MAY 2023 PREMIUMS		0.02
			51920	TEXAS ASSOCIATION OF COUNTIES	7778	PO0503...	CALCO 5/3 APRIL 2023 PREMIUMS		1.42
CONTINGENCIES	Total 240							0.00	1.44
COUNTY AUDITOR	190	MACHINE MAINTENANCE	63500	DEWITT POTH & SON LLC	3379	7157610	AUDITOR 4/17 COPY COUNT 3/9 - 4/17	52.99	
COUNTY AUDITOR	Total 190							52.99	0.00
COUNTY CLERK	250	COPY MACHINE LEASE	61340	GREAT AMERICA FINANCIAL	2751	33906771	CO CLK 4/24 COPIER LEASE	428.00	
			61340	DEWITT POTH & SON LLC	3379	7165390	CO CLK 4/21 COPY COUNT 3/16 - 4/20	109.17	
			61340	DEWITT POTH & SON LLC	3379	7165400	CO CLK 4/21 COPY COUNT 3/16 - 4/20	30.00	
COUNTY CLERK	Total 250							567.17	0.00
COUNTY TAX COLLECTOR	200	GENERAL OFFICE SUPPLIES	53020	QUILL LLC	6602	32021536	TAX A/C 4/19 WALL FILE ORG	32.29	
COUNTY TAX COLLECTOR	Total 200							32.29	0.00
COUNTY TREASURER	210	MACHINE MAINTENANCE	63500	DEWITT POTH & SON LLC	3379	7155030	TREAS 4/13 COPY COUNT 3/9 - 4/13	105.28	
COUNTY TREASURER	Total 210							105.28	0.00
DISTRICT CLERK	420	GENERAL OFFICE SUPPLIES	53020	THOMAS CREATIVE APPAREL, INC.	9408	159894	DIST CLK 4/19 JUDICIAL ROBE	461.50	
		PHOTO COPIES/SUPPLIES	53030	GREAT AMERICA FINANCIAL	2751	33906773	DIST CLK 4/24 COPIER LEASE	205.00	

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 05.10.23
1000 - GENERAL FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
DISTRICT CLERK	Total 420							739.00	0.00
			53030	DEWITT POTH & SON LLC	3379	7160350	DIST CLK 4/18 COPY COUNT 3/13 - 4/18	72.50	
DISTRICT COURT	430	JURORS-PETTIT	51533	RHONDA S. KOKENA	5545	PO9990...	TREAS 5/5 REIMB JURY CASH FUND THROUGH 5/4/2023	2,872.00	
		JURORS-GRAND	51534	RHONDA S. KOKENA	5545	PO9990...	TREAS 5/5 REIMB JURY CASH FUND THROUGH 5/4/2023	840.00	
		ADULT ASSIGNED-INVESTIGATION EXPENSE	60051	ZAPATA GUADALUPE C JR	98550	47	DIST CRT 3/23 C# 2021-CR-8511-DC A. GRIMALDO	2,631.67	
		ADULT ASSIGNED-EXPERT WITNESS EXPENSE	60052	HAMILTON PAUL MARTIN	55210	PMH042...	DIST CRT 4/24 C# 2023-CR-8769-DC P. LAUTERBACH	1,625.00	
DISTRICT COURT	Total 430							7,968.67	0.00
ELECTIONS	270	LEGAL NOTICES	63290	THE PORT LAVACA WAVE	62340	3000664...	ELEC 4/5 TABULATING NOTICE	116.00	
ELECTIONS	Total 270							116.00	0.00
EMERGENCY MANAGEMENT	630	GENERAL OFFICE SUPPLIES	53020	DEWITT POTH & SON LLC	3379	7165260	EMER MGMT 4/21 COPY COUNT 3/16 - 4/20	114.90	
EMERGENCY MANAGEMENT	Total 630							114.90	0.00
EMERGENCY MEDICAL SERVICES	345	BUILDING SUPPLIES/PARTS	53610	GULF COAST PAPER CO INC	2619	2385593	EMS CNTRL 4/25 CLOROX WIPES, TRASH BAGS, CUPS	172.36	
		SUPPLIES/OPERATING EXPENSES	53980	BOUND TREE MEDICAL, LLC	412	84932464	EMS 4/21 IV FLUSH	440.17	
			53980	BOUND TREE MEDICAL, LLC	412	84932465	EMS 4/21 LACTATED RINGERS, NACL	716.34	
			53980	BOUND TREE MEDICAL, LLC	412	84932466	EMS 4/21 IV CATHS	430.56	

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 05.10.23
1000 - GENERAL FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
			53980	BOUND TREE MEDICAL, LLC	412	84932467	EMS 4/21 GAUZE, DEFIB PADS, CANNULA, I-GEL O2	1,816.43	
			53980	BOUND TREE MEDICAL, LLC	412	84933754	EMS 4/24 IV CATHS, SYRINGE/NEEDLE, ATROPINE, ET TUBE	2,411.85	
			53980	BOUND TREE MEDICAL, LLC	412	84933755	EMS 4/24 PULL-TITE TAGS	79.18	
		CONTINUING EDUCATION	61080	LEXIPOL, LLC	42700	INVPRA...	EMS 4/25 BLS, ALS, FIRE CE ONLINE LIBRARY	2,538.56	
		MACHINERY/EQUIPMENT REPAIRS	63530	FRAZER LTD	2266	89363	EMS 4/25 A/C LOW PRESSURE SWITCH	149.97	
			63530	PORT LAVACA DODGE	6227	184258C	EMS 9/19 REFUND ON SHOP SUPP		29.70
			63530	PORT LAVACA DODGE	6227	69029	EMS 4/26 GROMMET	18.69	
		OUTSIDE SERVICES	63530	PORT LAVACA DODGE	6227	69031	EMS 4/26 WINDOW NOZZLE	55.02	
			64400	DOWELL PEST CONTROL LLC	3183	16932	EMS SOUTH 4/25 QURTLY PEST CONTROL	65.00	
		TELEPHONE SERVICES	66192	FRONTIER COMMUNICATIONS	2855	3615521...	EMS CNTRL 4/28 ACT# 361-552-1140-032410-5 PHONE 4/28- 5/27	642.78	
			66192	FRONTIER COMMUNICATIONS	2855	3617852...	EMS STH 4/28 ACT# 361-785-2000-022718-5 PHONE 4/28- 5/27	255.30	
		TUITION ASSISTANCE	66520	THE VICTORIA COLLEGE	8201	V000813...	HR-EMS I/I PARAMEDIC TUITION- C. REYNA	734.09	
		UTILITIES	66600	SEAPORT LAKES WATER SYSTEM LLC	1560	1568	EMS STH 5/4 WATER 7910G	45.00	
			66600	VICTORIA ELECTRIC COOP	8205	9870170...	EMS STH 4/25 ACT# 987017-001 KWH 3000 3/17- 4/17	352.39	
			66600	REPUBLIC SERVICES #847	8897	0847001...	EMS CNTRL 4/26 ACT# 3-0847-0004637 MAY 2023 TRASH SVC	181.51	
EMERGENCY MEDICAL SERVICES	Total 345							11,105.20	29.70

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 05.10.23
1000 - GENERAL FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
EXTENSION SERVICE	110	PROGRAM SUPPLIES	53310	GARDENLAND NURSERY	2639	5996	EXT SVC 4/20 MULCH, FLOWERS, PLANTS FOR AGNR PROGRAM	165.66	
		AUTO ALLOW/IN COUNTY-CEA/CMR	60338	SHELLY RALPH	EM...	PO1100...	EXT SVC 5/1 REIMB TRAVEL APRIL 2023, REG FEE- ANR RETREAT	32.10	
		TRAVEL/OUT OF COUNTY-CEA/CMR	66464	SHELLY RALPH	EM...	PO1100...	EXT SVC 5/1 REIMB TRAVEL APRIL 2023, REG FEE- ANR RETREAT	314.38	
		TRAVEL/OUT OF COUNTY-CEA/AGNR	66500	HAYES HAILEY	EM...	PO1100...	EXT SVC 5/1 TRAVEL REIMB SOMMERVILLE/ LAGRANGE, TX 4/24-4/26	172.92	
EXTENSION SERVICE	Total 110							685.06	0.00
FIRE PROTECTION-OLIVIA/P. ALTO	650	SERVICES	65740	DIAMOND INSPECTIONS #2	1422	23586	RB3/ OPAVFD 4/25 STATE INSPECTIONS	7.00	
		UTILITIES	65740	KERRI BOYD, TAX ASSESSOR	4041	BI11200/...	OPAVFD 4/25 REGISTRATION	7.50	
			66600	LA WARD TELEPHONE EXC., INC.	4601	83904	OPAVFD 5/1 ACT# 101014 MAY 2023 PHONE	36.42	
			66600	LA WARD TELEPHONE EXC., INC.	4601	83908	OPAVFD 5/1 ACT# 101019 MAY 2023 INTERNET	50.45	
FIRE PROTECTION-OLIVIA/P. ALTO	Total 650							101.37	0.00
FIRE PROTECTION-POINT COMFORT	660	SERVICES	65740	DIAMOND INSPECTIONS #2	1422	23588	PCVFD 4/25 STATE INSPECTION	7.00	
			65740	DIAMOND INSPECTIONS #2	1422	23589	PCVFD 4/25 STATE INSPECTION	7.00	
			65740	DIAMOND INSPECTIONS #2	1422	23591	PCVFD 4/25 STATE INSPECTION	7.00	
			65740	KERRI BOYD, TAX ASSESSOR	4041	1031460...	PCVFD 4/25 REGISTRATION	7.50	

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FIRE PROTECTION-POINT COMFORT	Total 660		65740	KERRI BOYD, TAX ASSESSOR	4041	1388625...	PCVFD 4/25 REGISTRATION	7.50	
								36.00	0.00
INFORMATION TECHNOLOGY	275	TELEPHONE SERVICES	66192	AT&T MOBILITY	5209	3615539...	IT 4/19 ACT# 287289192983 PHONE 3/20 - 4/19	121.24	
INFORMATION TECHNOLOGY	Total 275							121.24	0.00
JAIL OPERATIONS	180	GENERAL OFFICE SUPPLIES	53020	QUILL LLC	6602	31962056	JAIL 4/14 PENNY WRAPPERS	24.64	
		JAIL MAINTENANCE/SUPPLIES	53420	PERFORMANCE FOOD GROUP INC	63650	2802250	JAIL 5/4 INMATE GROCERIES, SANITIZER, DETERGENT	139.60	
		GROCERIES	53955	PERFORMANCE FOOD GROUP INC	63650	2802266	JAIL 5/1 INMATE GROCERIES	2,160.93	
			53955	PERFORMANCE FOOD GROUP INC	63650	2802250	JAIL 5/4 INMATE GROCERIES, SANITIZER, DETERGENT	2,371.37	
		SUPPLIES-MISCELLANEOUS PHYSICALS	53992	GALLS LLC	2614	0240538...	JAIL 4/3 RESCUE SHEARS	298.87	
			64670	GRANT ROBERT W	2338	50	JAIL 4/26 NEW HIRE EVAL-SANCHEZ	165.00	
		TRAINING REGISTRATION FEES/TRAVEL	66310	TEXAS COMMISSION ON	7599	PO1804...	JAIL 4/27 TCOLE JAILER LICENSE REACT FEE-DIL WORTH	250.00	
JAIL OPERATIONS	Total 180							5,410.41	0.00
JUSTICE OF PEACE-PRECINCT #3	470	TELEPHONE SERVICES	66192	FRONTIER COMMUNICATIONS	2855	3619872...	JP3 4/25 ACT# 361-987-2919-082715-5 PHONE 4/25 - 5/24	282.71	
			66192	MCI COMM SERVICE	3181	5P82989...	JP3 4/19 ACT# 5P829898	30.16	
		TRAVEL ADVANCE SUSPENSE	66448	SERVANTES RAMONA	EM...	PO5032...	JP3 5/4 TRAVEL ADV-CORPUS CHRISTI, TX 5/16 - 5/18	294.26	
		UTILITIES	66600	CITY OF POINT COMFORT	860	8000/04...	JP3 4/17 ACT# 8000 2000G WATER 3/15 - 4/17	37.50	

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JUSTICE OF PEACE-PRECINCT #3	Total 470		66600	SPARKLIGHT	9988	1036738...	JP3 5/1 ACT# 103673893 MAY 2023 INTERNET SVC	84.69	
JUSTICE OF PEACE-PRECINCT #3								729.32	0.00
JUSTICE OF PEACE-PRECINCT #4	480	TELEPHONE SERVICES	66192	FRONTIER COMMUNICATIONS	2855	3617857...	JP4 4/25 ACT# 361-785-7082- 110398-5 PHONE 4/25 - 5/24	215.37	
JUSTICE OF PEACE-PRECINCT #4	Total 480							215.37	0.00
JUSTICE OF PEACE-PRECINCT #5	490	MISCELLANEOUS	63920	BOURG DANNY H	425	1045	JP5 4/21 REPAIR LED FLOOD LIGHT	209.00	
		TELEPHONE SERVICES	66192	FRONTIER COMMUNICATIONS	2855	3619832...	JP5 5/1 ACT# 361-983-2351- 100102-05 MAY 2023 PHONE	122.67	
			66192	TISD INC.	7646	6839820...	JP5 5/9 ACT# 068398 JUNE 2023 INTERNET	78.99	
JUSTICE OF PEACE-PRECINCT #5	Total 490							410.66	0.00
JUSTICE OF THE PEACE-GENERAL	440	JURORS-PETTIT	51533	RHONDA S. KOKENA	5545	PO9990...	TREAS 5/5 REIMB JURY CASH FUND THROUGH 5/4/2023	120.00	
JUSTICE OF THE PEACE-GENERAL	Total 440							120.00	0.00
LIBRARY	140	PUBLICATIONS	54030	THE WALL STREET JOURNAL.	8606	0404948...	LIBRARY 4/17 DELIVERY FEE	35.00	
		TELEPHONE SERVICES	66192	FRONTIER COMMUNICATIONS	2855	3619834...	POC LIBRARY 4/25 ACT# 361-983-4365- 010589-5 PHONE 4/25-5/24	101.77	
		UTILITIES-MAIN LIBRARY	66610	REPUBLIC SERVICES #847	8897	0847001...	LIBRARY 4/26 ACT# 3-0847-0004635 MAY 2023 TRASH SVC	37.58	
		UTILITIES-SEADRIFT LIBRARY	66622	CITY OF SEADRIFT	862	1253/0423	SEA LIBRARY 4/28 ACT# 1253 700G WATER	99.73	

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		BOOKS & PRINT MATL-LIBRARY	70550	CENGAGE LEARNING, INC.	26020	81067430	LIBRARY 4/19 (2) BOOKS	47.98	
			70550	CENGAGE LEARNING, INC.	26020	81067771	LIBRARY 4/19 (3) BOOKS	61.47	
			70550	BAKER & TAYLOR	403	5018298...	LIBRARY 4/12 (1) BOOK	15.31	
			70550	BAKER & TAYLOR	403	5018298...	LIBRARY 4/12 (1) BOOK	25.46	
			70550	BAKER & TAYLOR	403	5018298...	LIBRARY 4/12 (26) BOOKS	387.54	
LIBRARY	Total 140							811.84	0.00
		INSURANCE-LIABILITY AND PROPERTY	62872	WRIGHT NATIONAL FLOOD INS CO	2310	PO2800...	CALCO 5/8 POLICY# 42115143362707 FLOOD INS-JAIL BLDG	5,691.00	
			62872	VFIS OF TEXAS/REGNIER & ASSOC.	8247	6857	CALCO 5/5 ADD EMS BLDG TO POLICY# VFNL-TR-0002359	216.00	
MISCELLANEOUS	280								
	Total 280							5,907.00	0.00
		SUPPLIES-MISCELLANEOUS	53992	COX VICKI	EM...	PO542023	MUSEUM 5/4 REIMB TRAVEL, PURCH ROUTER, VC CLASS	149.00	
MUSEUM	150								
		TELEPHONE	66190	FRONTIER COMMUNICATIONS	2855	3615535...	MUSEUM ALARM 5/2 ACT# 361-553-5858- 122716-5 PHONE 5/2-6/1	98.88	
		TRAINING-REGISTRATION FEES	66322	COX VICKI	EM...	PO542023	MUSEUM 5/4 REIMB TRAVEL, PURCH ROUTER, VC CLASS	35.00	
		TRAVEL OUT OF COUNTY	66498	COX VICKI	EM...	PO542023	MUSEUM 5/4 REIMB TRAVEL, PURCH ROUTER, VC CLASS	128.38	
MUSEUM	Total 150							411.26	0.00
		DUE FROM CPRL-BOGGY BAYOU NATURE PARK	10613	CALOUN CO CAPITAL PROJECT	9126	PO5101...	CALCO CAP PROJ 4/27 LOAN TO PAY INVOICES	49,000.00	
NO DEPARTMENT	999								
		ACCRUED MISCELLANEOUS2	20537	MASA	5569	PO0503...	CALCO 5/3 MAY 2023 PREMIUMS	1,759.10	
		ACCRUED INSURANCE-ADand D-TAC HEBP	20561	TEXAS ASSOCIATION OF COUNTIES	7778	PO0503...	CALCO 5/3 APRIL 2023 PREMIUMS	57.86	

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		ACCURUED INSURANCE-UNIVERSAL LIFE	20562	TRUSTMARK	8169	PO0504...	CALCO 5/4 MAY 2023 PREMIUMS	1,463.06	
		ACCURUED INSURANCE-DENTAL	20563	TEXAS ASSOCIATION OF COUNTIES	7778	PO0503...	CALCO 5/3 APRIL 2023 PREMIUMS	8,029.16	
		ACCURUED INSURANCE-CRITICAL ILLNESS	20564	TRUSTMARK	8169	PO0504...	CALCO 5/4 MAY 2023 PREMIUMS	668.36	
		ACCURUED INSURANCE-LT/ST DISABILITY	20566	RELIANCE STANDARD LIFE	6927	PO0504...	CALCO 5/4 MAY 2023 PREMIUMS	2,431.89	
		ACCURUED INSURANCE-MEDICAL	20567	TEXAS ASSOCIATION OF COUNTIES	7778	PO0503...	CALCO 5/3 APRIL 2023 PREMIUMS	209,392.59	
		ACCURUED INSURANCE-LIFE/LONG TERM CARE	20568	COMBINED INSURANCE, A CHUBB	542	PO0503...	CALCO 5/3 MAY 2023 PREMIUMS	1,295.69	
		ACCURUED INSURANCE-ACCIDENT	20570	TRUSTMARK	8169	PO0504...	CALCO 5/4 MAY 2023 PREMIUMS	848.50	
		ACCURUED INSURANCE-TERM LIFE-TAC HEBP	20571	TEXAS ASSOCIATION OF COUNTIES	7778	PO0503...	CALCO 5/3 APRIL 2023 PREMIUMS	466.77	
		ACCURUED INSURANCE-VOLUNTARY TERM LIFE	20572	RELIANCE STANDARD LIFE	6927	PO0504...	CALCO 5/4 MAY 2023 PREMIUMS	2,813.42	
		ACCURUED INSURANCE-VOLUNTARY ADandD	20573	RELIANCE STANDARD LIFE	6927	PO0504...	CALCO 5/4 MAY 2023 PREMIUMS	335.69	
		ACCURUED INSURANCE-VOLUNTARY VISION	20574	TEXAS ASSOCIATION OF COUNTIES	7778	PO0503...	CALCO 5/3 APRIL 2023 PREMIUMS	1,376.52	
		RENTAL DEPOSITS	20820	CALHOUN CO AREA GO TEXAN	RF2...	1846	EXT SVC 12/2 BAUER DEPOSIT REFUND	700.00	
NO DEPARTMENT	Total 999							280,638.61	0.00
ROAD AND BRIDGE-PRECINCT #1	540	MACHINERY PARTS/SUPPLIES	53210	DANIEL INDUSTRIES	3695	3087	RB1 4/24 SCAG FF TIRE	148.00	
			53210	DANIEL INDUSTRIES	3695	3109	RB1 4/24 CASTER WHEEL, BOLT, SPACER	22.70	

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ROAD AND BRIDGE-PRECINCT #1	Total 540		53210	TRI-WHOLESALE COMPANY, INC.	7637	9301106...	RB1 4/24 BULB	13.20	
		TOOLS	53595	DANIEL INDUSTRIES	3695	3086	RB1 4/24 TORQUE TRIMMER, BLOWER, STRING MOWER	1,039.97	
			53595	DANIEL INDUSTRIES GULF COAST	3695	3170	RB1 4/25 (2) TRIMMER	779.98	
			53595	HARDWARE LLC	63191	176000	RB1 4/27 AUGER BIT	32.99	
		SUPPLIES-MISCELLANEOUS	53992	MELSTAN, INC.	5021	051555	RB1 4/26 (4) CORN FOR DUCKS	47.80	
			53992	TRACTOR SUPPLY CREDIT PLAN	7798	504900	RB1 4/27 TOOL BOX	249.99	
		UNIFORMS	53995	CINTAS CORPORATION LOC. 083	958	4153735...	RB1 4/27 UNIFORMS	100.60	
		BLDG REPAIRS-PARKS	60370	GULF COAST HARDWARE LLC	63191	175913	RB1 4/25 VALVE BOX- MAG BEACH SHOWERS	9.99	
		MISCELLANEOUS	63920	DEWITT POTH & SON LLC	3379	7146230	RB1 4/4 COPY COUNT 3/3 - 4/4	39.79	

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ROAD AND BRIDGE-PRECINCT #2	Total 550							1,075.70	0.00
ROAD AND BRIDGE-PRECINCT #3	560	MACHINERY PARTS/SUPPLIES	53210	LES ZEPLIN MOTORS	4688	15423	RB3 4/26 OIL/ FUEL FILTER	104.70	
		ROAD & BRIDGE SUPPLIES	53510	MARTIN ASPHALT	5238	1235624	RB3 4/26 5453G- RC250	20,176.10	
		PIPE	53580	SOUTH TEXAS CORRUGATED PIPE	7624	7577	RB3 4/24 12) CULVERTS	1,599.80	
		TOOLS	53595	FASTENAL COMPANY	2274	TXP012...	RB3 4/11 DRILL SET, MISC SUPP	258.14	
		BUILDING SUPPLIES/PARTS	53610	GULF COAST HARDWARE LLC	63193	175982	RB3 4/27 DRY WALL MUD, SUPP- FOREMAN BLDG RESTROOM	143.11	
		SUPPLIES-MISCELLANEOUS	53992	O'REILLY AUTO PARTS	5803	0575302...	RB3 4/26 AIR FILTERS	53.46	
			53992	GULF COAST HARDWARE LLC	63193	175892	RB3 4/25 BLOWER, MISC SUPP	396.08	
			53992	GULF COAST HARDWARE LLC	63193	175893	RB3 4/25 HARDWARE	18.96	
			53992	TRI-WHOLESALE COMPANY, INC.	7637	9301106...	RB3 4/26 OIL FILTER, MISC SUPP- 2021 FORD	103.70	
MISCELLANEOUS									
UNIFORMS									
MISCELLANEOUS									
MISCELLANEOUS									
MISCELLANEOUS									

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ROAD AND BRIDGE-PRECINCT #3	Total 560	UNIFORMS	53992	TRI-WHOLESALE COMPANY, INC.	7637	9301106...	RB3 4/27 BATTERY	130.29	
			53995	CINTAS CORPORATION LOC. 083	958	4153430...	RB3 4/25 UNIFORMS	80.16	
		EQUIPMENT RENTAL	62510	GREAT AMERICA FINANCIAL	2751	33921086	RB3 4/25 COPIER LEASE	69.00	
			62510	HOLT CAT	3048	RIMV11...	RB3 4/17 MOTORGRADER RENTAL 3/31 - 4/27	10,022.40	
			62510	DEWITT POTB & SON LLC	3379	7165380	RB3 4/21 COPY COUNT 3/16 - 4/20	33.74	
	PERMITS	64640	DIAMOND INSPECTIONS #2	1422	23586	RB3/ OPAVED 4/25 STATE INSPECTIONS	7.00		
		64640	KERRI BOYD, TAX ASSESSOR	4041	9084160...	RB3 4/25 REGISTRATION	7.50		
	TELEPHONE SERVICES	66192	LA WARD TELEPHONE EXC., INC.	4601	83892	RB3 5/1 ACT# 100994 MAY 2023 INTERNET & PHONE	194.74		
			66192	LA WARD TELEPHONE EXC., INC.	4601	83905	RB3 5/1 ACT# 101016 MAY 2023 PHONE & INTERNET	175.94	
		66192	LA WARD TELEPHONE EXC., INC.	4601	83906	RB3 5/1 ACT# 101017 MAY 2023 PHONE	60.99		
	UTILITIES	66600	JACKSON ELECTRIC COOP, INC.	3802	3098001...	RB3 5/1 ACT# 3098001 BLDG 2 KWH 3029 3/18 - 4/18	402.25		
		66600	JACKSON ELECTRIC COOP, INC.	3802	3098002...	RB3 5/1 ACT# 3098002 BLDG 3 KWH 802 3/18 - 4/18	173.82		
			66600	JACKSON ELECTRIC COOP, INC.	3802	3098005...	RB3 5/1 ACT# 3098005 BLDG 4 KWH 380 3/18 - 4/18	78.06	
	UTILITIES-PARKS	66614	JACKSON ELECTRIC COOP, INC.	3802	3098003...	RB3 5/1 ACT# 3098003 HAT PK HPS KWH 0 3/18 - 4/18	38.75		
		66614	JACKSON ELECTRIC COOP, INC.	3802	3098004...	RB3 5/1 ACT# 3098004 HAT PK WATER WELL KWH 0 3/18 - 4/18	25.00		
	Total 560								34,353.69
ROAD AND BRIDGE-PRECINCT #4	570	MACHINERY PARTS/SUPPLIES	53210	TRACTOR SUPPLY CREDIT PLAN	7798	500200	RB4 3/30 TIE ROD	259.99	
			53210	TRACTOR SUPPLY CREDIT PLAN	7798	504305	RB4 4/24 MD OXYGEN SINGLE STAGE	119.99	

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ROAD AND BRIDGE-PRECINCT #4	Total 570		53210	VICTORIA FARM EQUIPMENT CO INC	8207	57845	RB4 4/26 (12) BLADES	838.08	
			53210	VICTORIA OLIVER COMPANY INC	8232	P03994	RB4 4/25 FILTERS, ASSY ELEMENT	615.94	
			53210	VICTORIA OLIVER COMPANY INC	8232	P04013	RB4 4/25 FILTERS, ASSY COUPLER	367.48	
			53210	VICTORIA OLIVER COMPANY INC	8232	P04045	RB4 4/26 BELTS	120.32	
		ROAD & BRIDGE SUPPLIES	53510	MAREK AND MAREK TRUCK WASH INC	4058	12640	RB4 4/19 BASEBALL CLAY	3,201.00	
		PIPE	53580	NUECES POWER EQUIPMENT	5449	44451V	RB4 4/27 PIPE	55.96	
		SUPPLIES-MISCELLANEOUS	53992	LOWE'S	4609	953474K...	RB4 4/10 OUTLET	30.39	
			53992	CINTAS CORPORATION LOC. 083	958	4153991...	RB4 5/1 SUPPLIES	16.44	
		EQUIPMENT RENTAL	62510	AIRGAS USA, LLC	136	9996938...	RB4 4/30 APRIL 2023 CYLINDER RENTAL	404.51	
			62510	XEROX CORPORATION	9001	0187644...	RB4 5/1 COPIER LEASE 3/21 - 4/21	183.34	
		TELEPHONE SERVICES	66192	FRONTIER COMMUNICATIONS	2855	3617855...	RB4 5/4 ACT# 361-785-5602- 092404-5 PHONE 5/4 - 6/3	56.39	
		UNIFORMS	66590	CINTAS CORPORATION LOC. 083	958	4153991...	- RB4 5/1 UNIFORMS	81.55	
		UTILITIES	66600	CITY OF SEADRIFT	862	1166/0423	RB4 4/28 ACT# 1166 200G SWAN POINT WATER	32.00	
			66600	CITY OF SEADRIFT	862	125/0423	RB4 4/28 ACT# 125 3700G SEA OFFICE WATER	69.70	

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AUTOMOTIVE REPAIRS	60360	KNEUPPER CARROLL	3678	34183	SO 4/25 OIL CHANGE- OSG10	110.06			
	60360	KNEUPPER CARROLL	3678	34190	SO 4/26 OIL CHANGE- U22	83.98			
	60360	KNEUPPER CARROLL	3678	34235	SO 4/27 OIL CHANGE- U40	148.04			
	60360	O'REILLY AUTO PARTS	5803	0575283...	SO 1/3 BULB	6.60			
	60360	O'REILLY AUTO PARTS	5803	0575303...	SO 4/30 OIL- U10	22.98			
	60360	PORT LAVACA CHEVROLET	6250	47653	SO 4/6 TRANSMISSION- U45	5,106.77			
	60360	PORT LAVACA CHEVROLET	6250	47703	SO 4/14 TRANSMISSION- U40	4,057.81			
	60360	PORT LAVACA CHEVROLET	6250	CM47653	SO 4/6 CORE CREDIT- U45				1,000.00
	60360	CARY'S TIRE & AUTOMOTIVE LLC	89820	28245	SO 4/25 BRAKE WORK AND TIRES- U41	761.49			
	63530	VICTORIA COMMUNICATION SERVICE	8229	8343	SO 4/6 POINT COMFORT CAUTION LIGHTS	120.00			
TELEPHONE SERVICES	66192	AT&T MOBILITY	5209	3612189...	SO/OSG 4/19 ACT# 287284474152 PHONE, AIR CARDS 3/20 - 4/19	744.12			
VEHICLES	74055	VICTORIA COMMUNICATION SERVICE	8229	8357	SO 4/19 LIGHTS- U23	5,042.85			
	74055	VICTORIA COMMUNICATION SERVICE	8229	8374	SO 4/25 CAMERA INSTALL- U23	6,635.00			
SHERIFF	Total 760							23,800.30	1,000.00

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 2610 - AIRPORT FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	OTHER SUPPLIES	53905	GULF COAST HARDWARE LLC	63192	175960	AIRPORT 4/26 KEYPAD ENTRY, 9-V BATTERY - OFF ENTR DOOR	138.58	
		OTHER SERVICES	64320	AARC ENVIRONMENTAL INC	1139	001115421	AIRPORT 4/21 2ND QTR 2023 SWPP INSPECTION	550.00	
NO DEPARTMENT	Total 999							688.58	0.00

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 2660 - COASTAL PROTECTION FUND (GOMESA)

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	TRANS. TO CPRJ BOGGY BAYOU NATURE PARK	98060	CALOUN CO CAPITAL PROJECT	9126	PO2660...	CALCO CAP PROJ 4/27 TRANSFER LOCAL MATCH- TPW #RT-21002	12,250.00	
NO DEPARTMENT	Total 999							12,250.00	0.00

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 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	EQUIPMENT SECURITY	72345	MITCHELL GLASS COMPANY	8316	16221	CH SEC FUND- TAX A/C 4/20 FURNISH/ INSTALL DOOR, FRAME	17,500.00	
NO DEPARTMENT	Total 999							17,500.00	0.00

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2699 - JUVENILE CASE MANAGER FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	ACCRUED INSURANCE-ADand D-TAC HERP	20561	TEXAS ASSOCIATION OF COUNTIES	7778	PO0503...	CALCO 5/3 APRIL 2023 PREMIUMS	0.03	
		ACCURED INSURANCE-DENTAL	20563	TEXAS ASSOCIATION OF COUNTIES	7778	PO0503...	CALCO 5/3 APRIL 2023 PREMIUMS	2.34	
		ACCURED INSURANCE-CRITICAL ILLNESS	20564	TRUSTMARK	8169	PO0504...	CALCO 5/4 MAY 2023 PREMIUMS	1.40	
		ACCURED INSURANCE-MEDICAL	20567	TEXAS ASSOCIATION OF COUNTIES	7778	PO0503...	CALCO 5/3 APRIL 2023 PREMIUMS	80.46	
		ACCURED INSURANCE-ACCIDENT	20570	TRUSTMARK	8169	PO0504...	CALCO 5/4 MAY 2023 PREMIUMS	1.02	
		ACCURED INSURANCE-TERM LIFE-TAC HERP	20571	TEXAS ASSOCIATION OF COUNTIES	7778	PO0503...	CALCO 5/3 APRIL 2023 PREMIUMS	0.21	
		ACCURED INSURANCE-VOLUNTARY VISION	20574	TEXAS ASSOCIATION OF COUNTIES	7778	PO0503...	CALCO 5/3 APRIL 2023 PREMIUMS	0.54	
NO DEPARTMENT	Total 999							86.00	0.00

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 05.10.23
2716 - GRANTS FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	ACCRUED MISCELLANEOUS2	20537	MASA	5569	PO0503...	CALCO 5/3 MAY 2023 PREMIUMS	12.64	
		ACCRUED INSURANCE-LT/ST DISABILITY	20566	RELIANCE STANDARD LIFE	6927	PO0504...	CALCO 5/4 MAY 2023 PREMIUMS	17.63	
		ACCRUED INSURANCE-LIFE/LONG TERM CARE	20568	COMBINED INSURANCE, A CHUBB	542	PO0503...	CALCO 5/3 MAY 2023 PREMIUMS	9.19	
		ACCRUED INSURANCE-VOLUNTARY TERM LIFE	20572	RELIANCE STANDARD LIFE	6927	PO0504...	CALCO 5/4 MAY 2023 PREMIUMS	12.76	
		ACCRUED INSURANCE-VOLUNTARY ADandD	20573	RELIANCE STANDARD LIFE	6927	PO0504...	CALCO 5/4 MAY 2023 PREMIUMS	2.91	
		TELEPHONE SERVICES	66192	AT&T MOBILITY	5209	3612189...	SO/OSG 4/19 ACT# 287284474152 PHONE, AIR CARDS 3/20 - 4/19	780.00	
			66192	VERIZON WIRELESS	7896	9933219...	OSG 4/23 ACT# 342228328 -00001 PHONE 3/24 - 4/23	75.98	
NO DEPARTMENT	Total 999							911.11	0.00

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 05.10.23
2736 - POC COMMUNITY CENTER

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	ACCURED MISCELLANEOUS2	20537	MASA	5569	PO0503...	CALCO 5/3 MAY 2023 PREMIUMS	1.26	
		ACCURED INSURANCE-ADAM D-TAC HEBP	20561	TEXAS ASSOCIATION OF COUNTIES	7778	PO0503...	CALCO 5/3 APRIL 2023 PREMIUMS	0.01	
		ACCURED INSURANCE-DENTAL	20563	TEXAS ASSOCIATION OF COUNTIES	7778	PO0503...	CALCO 5/3 APRIL 2023 PREMIUMS	0.86	
		ACCURED INSURANCE-LT/ST DISABILITY	20566	RELANCE STANDARD LIFE	6927	PO0504...	CALCO 5/4 MAY 2023 PREMIUMS	1.30	
		ACCURED INSURANCE-MEDICAL	20567	TEXAS ASSOCIATION OF COUNTIES	7778	PO0503...	CALCO 5/3 APRIL 2023 PREMIUMS	29.79	
		ACCURED INSURANCE-ACCIDENT	20570	TRUSTMARK	8169	PO0504...	CALCO 5/4 MAY 2023 PREMIUMS	0.54	
		ACCURED INSURANCE-TERM LIFE-TAC HEBP	20571	TEXAS ASSOCIATION OF COUNTIES	7778	PO0503...	CALCO 5/3 APRIL 2023 PREMIUMS	0.08	
		RENTAL DEPOSITS	20820	CCA TEXAS	1164	0942	POC CC 6/22 DEPOSIT REFUND	450.00	
			20820	TESTERMAN BROOKE	RF2...	0971	POC CC 3/1 DEPOSIT REFUND	150.00	
NO DEPARTMENT	Total 999							633.84	0.00

CALHOUN COUNTY, TEXAS
 Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 05.10.23
 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	PO2023...	TAX A/C 5/5 APRIL 2023 TAX COLLECTIONS	47.58	
			20749	CALHOUN CO. WATER CONTROL	895	PO2023...	TAX A/C 5/5 APRIL 2023 TAX COLLECTIONS	71.54	
NO DEPARTMENT	Total 999							119.12	0.00

CALHOUN COUNTY, TEXAS
 Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 05.10.23
 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	ACCURUED MISCELLANEOUS2	20537	MASA	5569	PO0503...	CALCO 5/3 MAY 2023 PREMIUMS	23.00	
		ACCURUED INSURANCE-ADand D-TAC HEBP	20561	TEXAS ASSOCIATION OF COUNTIES	7778	PO0503...	CALCO 5/3 APRIL 2023 PREMIUMS	1.20	
		ACCURUED INSURANCE-UNIVERSAL LIFE	20562	TRUSTMARK	8169	PO0504...	CALCO 5/4 MAY 2023 PREMIUMS	96.44	
		ACCURUED INSURANCE-DENTAL	20563	TEXAS ASSOCIATION OF COUNTIES	7778	PO0503...	CALCO 5/3 APRIL 2023 PREMIUMS	133.10	
		ACCURUED INSURANCE-CRITICAL ILLNESS	20564	TRUSTMARK	8169	PO0504...	CALCO 5/4 MAY 2023 PREMIUMS	27.64	
		ACCURUED INSURANCE-MEDICAL	20567	TEXAS ASSOCIATION OF COUNTIES	7778	PO0503...	CALCO 5/3 APRIL 2023 PREMIUMS	4,027.79	
		ACCURUED INSURANCE-LIFE/LONG TERM CARE	20568	COMBINED INSURANCE, A CHUBB	542	PO0503...	CALCO 5/3 MAY 2023 PREMIUMS	45.74	
		ACCURUED INSURANCE-ACCIDENT	20570	TRUSTMARK	8169	PO0504...	CALCO 5/4 MAY 2023 PREMIUMS	11.58	
		ACCURUED INSURANCE-TERM LIFE-TAC HEBP	20571	TEXAS ASSOCIATION OF COUNTIES	7778	PO0503...	CALCO 5/3 APRIL 2023 PREMIUMS	9.68	
		ACCURUED INSURANCE-VOLUNTARY TERM LIFE	20572	RELANCE STANDARD LIFE	6927	PO0504...	CALCO 5/4 MAY 2023 PREMIUMS	48.00	
		ACCURUED INSURANCE-VOLUNTARY VISION	20574	TEXAS ASSOCIATION OF COUNTIES	7778	PO0503...	CALCO 5/3 APRIL 2023 PREMIUMS	6.20	
		TELEPHONE SERVICES	66192	AT&T MOBILITY	5209	3615539...	JUV PROB 4/11 ACT# 287295876979 PHONE 3/12 - 4/11	358.52	
NO DEPARTMENT	Total 999							4,788.89	0.00
Report Total								438,412.73	1,031.14