

**CALDWELL COUNTY APPRAISAL DISTRICT**  
**BOARD OF DIRECTORS**  
**AGENDA**  
NOTICE OF PUBLIC MEETING  
ON APRIL 26, 2022

NOTICE IS HEREBY GIVEN PURSUANT TO THE REQUIREMENTS OF SECTION 551.001 ET SEQ., TEXAS GOVERNMENT CODE, THAT THE BOARD OF DIRECTORS OF THE CALDWELL COUNTY APPRAISAL DISTRICT WILL MEET IN REGULAR SESSION, TUESDAY, APRIL 26, 2022, AT 5:00 P.M. IN THE CALDWELL COUNTY APPRAISAL DISTRICT OFFICE AT 211 BUFKIN LANE, LOCKHART, TEXAS.

THE AGENDA IS AS FOLLOWS:

CALL TO ORDER

1. Public Comments. *At this time comments will be taken from the audience and comments may not exceed 6 minutes. To address the Board, please submit a Public Comment form to the Board Secretary prior to the start of the meeting.*
2. Collection Reports March 2022.
3. Quarterly Delinquent Tax Collection Report.

DISCUSSION/ACTION

4. Consideration of and possible action regarding services provided by Just Appraised.
5. Consideration of and possible approval of Minutes of March 22, 2022 regular meeting.
6. Consideration of and possible approval of Financial Reports of March 2022.
7. Discussion and possible action regarding renewal contract for Appraisal Services with Capital Appraisal Group.
8. Consideration and possible action regarding contract for Bank Depository.
9. Consideration of and possible action regarding update to Chief Appraiser Evaluation Form.
10. Discussion and possible action regarding compensation study.
11. Discussion and consideration regarding the proposed 2023 Appraisal and Collections Budgets.
12. Chief Appraiser's Report.
  - a. Appraisal Update.
  - b. Collection update.
13. Board requests for future agenda items. *(No action or discussion may occur during this item)*
14. Adjourn.

If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the Board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Government Code, Chapter 551, Subchapters D and E, including but not limited to consultation with counsel under section 551.071. Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting.

**CALDWELL COUNTY APPRAISAL DISTRICT**  
**BOARD OF DIRECTORS**  
**AGENDA PACKET**  
APRIL 26, 2022

THE AGENDA IS AS FOLLOWS:

CALL TO ORDER

1. Public Comments.
2. Collection Reports March 2022.  
2a-2b
3. Quarterly Delinquent Tax Collection Report.  
3a-3b

DISCUSSION/ACTION

4. Consideration of and possible action regarding services provided by Just Appraised.
5. Consideration of and possible approval of Minutes of March 22, 2022 regular meeting.  
5a-5b
6. Consideration of and possible approval of Financial Reports of March 2022.  
6a-6j
7. Discussion and possible action regarding renewal contract for Appraisal Services with Capital Appraisal Group.  
7a-7k
8. Consideration and possible action regarding contract for Bank Depository.
9. Consideration of and possible action regarding update to Chief Appraiser Evaluation Form.
10. Discussion and possible action regarding compensation study.
11. Discussion and consideration regarding the proposed 2023 Appraisal and Collections Budgets.  
Handout
12. Chief Appraiser's Report.
  - a. Appraisal Update.
  - b. Collection update.
13. Board requests for future agenda items.
14. Adjourn.

## March 2022 Collections Report

### Collections

Current Collections (2021)		\$1,065,544.16	
Penalties & Interest		\$80,717.90	
Total		\$1,146,262.06	

Delinquent Collections(2020 & Prior)		\$89,158.53	
Penalties & Interest		\$67,766.14	
Total		\$156,924.67	

**Total Current/Delinquent** **\$1,303,186.73**

### Current Balance(2021)

Total 2021 Levy		\$65,402,907.40	
Adjustments	+	-\$159,793.84	
Collections YTD	-	\$60,800,719.58	<b>93.19%</b>
<b>Balance</b>		<b>\$4,442,393.98</b>	

### Delinquent Balance(2020 & Prior)

Beginning Balance		\$6,758,132.02	
Adjustments	+	\$284,789.67	
Collections YTD	-	\$1,095,300.48	<b>15.55%</b>
<b>Balance</b>		<b>\$5,947,621.21</b>	

\*Last Year at this time, Current Collections was 92.86%

### Payment Agreements

Total Agreements(as of 1st of month)	201
New Agreements	18
Agreements Paid in Full	14
Defaulted Agreements(end of month)	5

\*When agreements are defaulted, they are given to the Delinquent Tax Attorney

# Payment Agreements 2022

Month	Total Agreements (as of 1st of the Month)	New Agreements	Agreements Paid In Full	Defaulted Agreements
January	210	11	19	7
February	195	20	11	3
March	201	18	14	5
April				
May				
June				
July				
August				
September				
October				
November				
December				

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*Sam Turner, Attorney*

*email to sam.turner@lgbs.com*

April 14, 2022

Mr. Alfredo Munoz, Chairman  
Caldwell County Appraisal District  
P.O. Box 900  
Lockhart, Texas 78644

**RE: Caldwell County Appraisal District Delinquent Tax Collection Report**

Dear Mr. Munoz:

Attached, please find our quarterly report regarding our delinquent tax collection efforts on behalf of the Caldwell County taxing jurisdictions for which we represent. During this quarter, we collected a total of \$629,514 in delinquent taxes, penalty and interest.

**Delinquent Tax Collection Report**

Here is a summary of the specific delinquent tax collection steps we have undertaken during the third quarter of the 2021-2022 tax year and the results of those actions.

**New Lawsuits** – During this quarter, we filed **24 new lawsuits** involving **36 properties**. These suits sought the enforcement of **\$152,884** in delinquent taxes, penalty and interest.

**Suit Dismissal** – During this quarter, we prepared and submitted notices of **non-suit in 9 suits** involving **11 property accounts** and **\$151,930** in delinquent taxes, penalty and interest. A non-suit is filed once all taxes in a given suit have been paid.

**Judgments** – During this quarter, we obtained **5 judgments** involving **5 properties**. These judgments sought the enforcement of **\$10,380** in delinquent taxes, penalty and interest. The original docket held 10 lawsuits, however, 5 were pulled prior to trial for payment in full.

**Tax Sales** – During this quarter, we did not hold a regular tax sale.

**Excess Proceeds** – During this quarter, there were no excess proceeds to disburse.

Mr. Alfredo Munoz, Chairman  
Caldwell County Appraisal District  
April 14, 2022  
Page 2

**Mass Mailing** – During the third quarter of the collection year we conducted 3 mailings, of which, we mailed an individual demand letter to every taxpayer reminding them of their obligation to the various taxing jurisdictions and encouraging them to submit payment of their delinquent taxes.

**Tax Warrants** – During this quarter, we did not file any tax warrants.

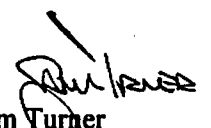
**Interventions** – During this quarter we filed 3 new interventions involving 5 properties. These interventions sought the enforcement of \$20,155 in delinquent taxes, penalties and interest.

**Tax Sale Results – 3<sup>rd</sup> Quarter '21 – '22**

<b>No. Offered</b>	<b>No. Sold</b>	<b>No. Pulled</b>	<b>No. SO</b>	<b>Tax Revenue Generated</b>
0	0	0	0	\$0

Thank you for this opportunity to report to you concerning our activities on behalf of the taxing jurisdictions of Caldwell County that we represent. We will continue to provide this Board as much in depth reporting as desired for those jurisdictions that we do represent. Should there be any questions concerning our efforts or any other matter related to ad valorem taxation, please do not hesitate to contact this office.

Sincerely,

  
Sam Turner  
Attorney

Xc: Shanna Ramzinski, Chief Appraiser  
Caldwell County Appraisal District  
P.O. Box 900  
Lockhart, Texas 78644

**CALDWELL COUNTY APPRAISAL DISTRICT  
BOARD OF DIRECTORS  
MINUTES OF BUDGET WORKSHOP AND PUBLIC MEETING  
MARCH 22, 2022**

The Board of Directors of the Caldwell County Appraisal District met in regular session on March 22, 2022 at 4:00 PM in the Caldwell County Appraisal District office located at 211 Bufkin Lane, Lockhart, Texas.

Those in attendance were Board Members Alfredo Munoz, Kayline Cabe, Kathy Haigler, Linda Hinkle, Chief Appraiser Shanna Ramzinski, Administrative Assistant/Recording Secretary Phyllis Fischer. Board Member Sally Daniel in at 4:23. Appraisal District employees Maricela Zamora, Julia Crawford and Ray Bailey in at 5:00. Appraisal District employee Melissa Rougeou in at 5:16.

CALL TO ORDER at 4:05 PM.

Item #1. Public Comments.

There were no public comments.

**BUDGET WORKSHOP**

Item #2. Discussion and consideration regarding the 2023 Appraisal and Collection budgets.

Shanna Ramzinski presented the 2023 Appraisal and Collection Budgets. There was extensive discussion pertaining to salaries and the compensation study.

**REGULAR MEETING**

Item #3. Collection Report February 2022.

Shanna Ramzinski presented the Collection Report of February 2022.

**DISCUSSION/ACTION**

Item #4. Consideration and possible approval of Minutes of February 22, 2022 meeting.

Shanna Ramzinski presented the Minutes of February 22, 2022. Kathy Haigler made a motion, seconded by Sally Daniel, to approve the Minutes of the February 22, 2022 meeting. Motion carried 5-0-0.

Item #5. Consideration of and possible approval of Financial Report February 2022.

Shanna Ramzinski presented the Financial Report of February 2022. Sally Daniel made a motion, seconded by Kayline Cabe, to approve the Financial Report of February 2022. Motion carried 5-0-0.

Item #6. Consideration of and possible action regarding update to Chief Appraiser Evaluation Form.

Agenda Item #6 was tabled until April's meeting.

Item #7. Discussion and possible action regarding compensation study.

Agenda Item #7 was discussed under Agenda Item #2.

Item #8. Chief Appraiser's Report.

- a. Appraisal Update – quarterly training took place in at the beginning of March; the financial audit is underway – the board members will receive a letter from our auditors which needs to be returned to them; there were 2 press releases (1) online tax auction information and (2) state grant program to help with delinquent taxes facilitated by TDHCA (American Rescue Plan); Mary Venegas will be moving from collections into the Appraisal Support Clerk position on April 1; entity training for Eagleview was held at the office; appraisers are completing fieldwork; we anticipate appraisal notices going out on April 28; letter received from TAAD for press release concerning the rapidly rising market in Texas; voters will decide in May whether or not to raise the homestead exemption amount from \$25,000 to \$40,000;.
- b. Collection update –they will be training 2 new employees this summer for collections season this year.
- c. May meeting - Kathy Haigler made a motion,.seconded by Linda Hinkle, to move the May meeting to May 10 at 4 PM. Motion carried 5-0-0.

Item #9. Board requests for future agenda items.

Agenda Item numbers 2, 6 & 7 were requested for next month's meeting.

Item #10. Adjourn.

Kathy Haigler made a motion, seconded by Linda Hinkle to adjourn. Motion carried 5-0-0.

Meeting adjourned at 5:32 PM.

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Board Chairman

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Board Secretary



Caldwell County Appraisal District  
**EXPENSE STATEMENT- APPRAISAL**  
 For the Three Months Ending March 31, 2022

		Current Month	YTD ACTUAL	YTD BUDGET	UNENCUMBERED	%
70101	CHIEF APPRAISER	\$ 7,348.34	\$ 22,045.02	\$ 88,180.00	66,134.98	75.00
70102	DEPUTY CHIEF APPRAISER	4,229.58	12,688.74	50,755.00	38,066.26	75.00
70103	SYSTEM MGR/MAPPER	5,946.08	17,838.24	71,353.00	53,514.76	75.00
70105	FIELD APPRAISER II	3,050.66	9,151.98	36,608.00	27,456.02	75.00
70106	SENIOR APPRAISER I	4,033.34	12,100.02	48,400.00	36,299.98	75.00
70107	SENIOR APPRAISER II	3,444.84	10,334.52	41,338.00	31,003.48	75.00
70108	FIELD APPRAISER I	3,050.66	9,079.98	36,608.00	27,528.02	75.20
70109	FIELD APPRAISER III	3,127.58	9,382.74	37,531.00	28,148.26	75.00
70111	ADMINISTRATIVE ASST.	4,684.16	14,052.48	56,210.00	42,157.52	75.00
70112	DATA ENTRY TECHNICIAN	2,898.76	8,696.28	34,785.00	26,088.72	75.00
70113	APPRAISAL SUPPORT TECH	3,538.84	10,616.52	42,466.00	31,849.48	75.00
70114	APPRAISAL SUPPORT CLERK	1,282.34	3,574.00	27,500.00	23,926.00	87.00
70120	FIELD APPRAISER IV	3,025.00	7,853.79	36,300.00	28,446.21	78.36
70130	PART TIME	0.00	1,060.00	3,000.00	1,940.00	64.67
70135	PAYROLL CONTINGENCY	0.00	0.00	2,000.00	2,000.00	100.00
70136	ANNUAL LONGEVITY COMPEN	0.00	0.00	5,300.00	5,300.00	100.00
	<b>TOTAL WAGES AND SALARIES</b>	<b>49,660.18</b>	<b>148,474.31</b>	<b>618,334.00</b>	<b>469,859.69</b>	<b>75.99</b>
71000	PAYROLL TAX	3,738.27	11,123.69	53,000.00	41,876.31	79.01
71002	RETIREMENT / EMPLOYER	5,621.57	16,687.43	70,000.00	53,312.57	76.16
71004	HEALTH BENEFITS	9,006.68	26,261.86	121,000.00	94,738.14	78.30
71005	WORKERS COMP	0.00	0.00	2,800.00	2,800.00	100.00
71006	UNEMPLOYMENT	0.00	0.00	4,000.00	4,000.00	100.00
	<b>DEDUCTIONS / BENEFITS</b>	<b>18,366.52</b>	<b>54,072.98</b>	<b>250,800.00</b>	<b>196,727.02</b>	<b>78.44</b>
72000	APPR ENGINEERS	6,000.00	22,312.50	66,000.00	43,687.50	66.19
72001	APPR REVIEW BOARD	0.00	585.00	37,500.00	36,915.00	98.44
72002	AUDIT	0.00	0.00	6,400.00	6,400.00	100.00
72003	BOARD OF DIRECTORS	110.00	1,049.56	1,790.00	740.44	41.37
72004	DATA PROCESSING SERVICES	11,973.14	37,667.06	67,500.00	29,832.94	44.20
72007	JANITORIAL SERVICES	264.11	792.33	6,200.00	5,407.67	87.22
72008	LEGAL SERVICES	300.83	833.20	27,000.00	26,166.80	96.91
72009	TITLE RESEARCH	0.00	0.00	3,000.00	3,000.00	100.00
72010	AERIAL IMAGERY	46,292.00	46,292.00	92,585.00	46,293.00	50.00
	<b>TOTAL SERVICES</b>	<b>64,940.08</b>	<b>109,531.65</b>	<b>307,975.00</b>	<b>198,443.35</b>	<b>64.43</b>
72500	BOND CHIEF/NOTARY	0.00	0.00	250.00	250.00	100.00
72501	MEMBERSHIP/DUES	45.00	2,060.00	3,850.00	1,790.00	46.49
72502	COMPUTER SUPPLIES	0.00	153.23	6,400.00	6,246.77	97.61
72504	EDUCATION / FEES	1,450.00	3,055.00	11,700.00	8,645.00	73.89
72505	INSURANCE LIABILITY	0.00	0.00	1,700.00	1,700.00	100.00
72506	INSURANCE BUILDING/ CONTE	0.00	0.00	5,300.00	5,300.00	100.00
72507	LEGAL NOTICES / PRINTING	69.25	4,138.55	20,600.00	16,461.45	79.91
72508	MAINT - HARDWARE & EQUIP	886.80	1,286.80	8,700.00	7,413.20	85.21
72509	MAINT - OFFICE EQUIPMENT	0.00	0.00	1,000.00	1,000.00	100.00
72510	MILEAGE & TRAVEL	1,662.06	1,762.10	5,500.00	3,737.90	67.96
72511	OFFICE SUPPLIES	491.79	882.22	8,500.00	7,617.78	89.62
72512	POSTAGE	4,150.00	18,604.66	34,200.00	15,595.34	45.60
72513	POSTAGE METER/BOX RENTAL	1,055.51	1,352.73	4,665.00	3,312.27	71.00
72514	SUBSCRIPTION & BOOKS	1,092.53	2,067.03	7,860.00	5,792.97	73.70
72515	RENTAL COPIER	225.16	453.32	2,650.00	2,196.68	82.89
72516	ELECTRICITY	421.11	421.11	9,000.00	8,578.89	95.32
72517	TELEPHONE	1,025.07	2,515.72	14,000.00	11,484.28	82.03
72518	WATER & SEWER	122.55	122.55	3,500.00	3,377.45	96.50

For Management Purposes Only

Caldwell County Appraisal District  
**EXPENSE STATEMENT- APPRAISAL**  
 For the Three Months Ending March 31, 2022

	Current Month	YTD ACTUAL	YTD BUDGET	UNENCUMBERED	%
72519 MORTGAGE	4,527.14	13,581.42	57,300.00	43,718.58	76.30
72520 BUILDING MAINT	246.40	1,110.45	5,000.00	3,889.55	77.79
72523 FUEL - VEHICLE	0.00	719.35	4,000.00	3,280.65	82.02
72524 MAINT. - VEHICLE	39.93	47.43	12,500.00	12,452.57	99.62
72525 INS - VEHICLE	0.00	0.00	2,600.00	2,600.00	100.00
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TOTAL GENERAL EXPENSES	17,510.30	54,333.67	230,775.00	176,441.33	76.46
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79000 OFFICE EQUIPMENT	64.98	743.98	5,000.00	4,256.02	85.12
79001 COMPUTER EQUIPMENT	169.45	1,425.65	16,000.00	14,574.35	91.09
79002 BUILDING EXPENSE	0.00	0.00	5,000.00	5,000.00	100.00
79003 VEHICLE	0.00	0.00	28,000.00	28,000.00	100.00
79990 CONTINGENCY	0.00	0.00	10,000.00	10,000.00	100.00
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TOTAL CAPITAL INVESTMENT	234.43	2,169.63	64,000.00	61,830.37	96.61
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TOTAL EXPENSES	\$ (150,711.51)	\$ (368,582.24)	\$ (1,471,884.)	(1,103,301.76)	74.96
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Caldwell County Appraisal District  
**EXPENSE STATEMENT - COLLECTION**  
 For the Three Months Ending March 31, 2022

	Current Month	YTD ACTUAL	YTD BUDGET	UNENCUMBERED	%
90-70120 DEPUTY TAX COLLECTOR	\$ 4,964.16	\$ 14,892.48	\$ 59,570.00	44,677.52	75.00
90-70121 COLLECTION SPECIALIST I	3,388.00	10,164.00	40,656.00	30,492.00	75.00
90-70122 COLLECTIONS SPEICALIST II	2,629.08	7,887.24	32,870.00	24,982.76	76.00
90-70126 PUBLIC ASSISTANT	0.00	0.00	28,800.00	28,800.00	100.00
90-70135 PAYROLL CONTINGENCY	0.00	0.00	800.00	800.00	100.00
90-70136 ANNUAL LONGEVITY COMPENSA	0.00	0.00	1,750.00	1,750.00	100.00
<b>TOTAL WAGES AND SALARIES</b>	<b>10,981.24</b>	<b>32,943.72</b>	<b>164,446.00</b>	<b>131,502.28</b>	<b>79.97</b>
90-71000 PAYROLL TAX	832.27	2,496.81	13,500.00	11,003.19	81.51
90-71002 RETIREMENT/EMPLOYER	1,243.10	3,729.30	19,000.00	15,270.70	80.37
90-71004 HEALTH BENEFITS	2,925.45	5,850.90	36,900.00	31,049.10	84.14
90-71005 WORKER COMP	0.00	0.00	950.00	950.00	100.00
90-71006 UNEMPLOYMENT	0.00	0.00	3,375.00	3,375.00	100.00
<b>DEDUCTIONS / BENEFITS</b>	<b>5,000.82</b>	<b>12,077.01</b>	<b>73,725.00</b>	<b>61,647.99</b>	<b>83.62</b>
90-72002 AUDIT	0.00	0.00	1,925.00	1,925.00	100.00
90-72004 DATA PROCESSING SERVICES	4,694.99	9,389.98	22,000.00	12,610.02	57.32
90-72005 COUNTY EMPLOYEE CONTRACT	1,661.04	4,983.12	20,000.00	15,016.88	75.08
90-72007 JANITORIAL SERVICE	78.89	236.67	2,500.00	2,263.33	90.53
90-72008 LEGAL SERVICES	0.00	0.00	2,500.00	2,500.00	100.00
<b>TOTAL SERVICES</b>	<b>6,434.92</b>	<b>14,609.77</b>	<b>48,925.00</b>	<b>34,315.23</b>	<b>70.14</b>
90-72500 BOND/ NOTARY	0.00	0.00	200.00	200.00	100.00
90-72501 MEMBERSHIP/ DUES	0.00	0.00	750.00	750.00	100.00
90-72502 COMPUTER SUPPLIES	0.00	837.57	2,300.00	1,462.43	63.58
90-72504 EDUCATION & FEES	0.00	0.00	5,200.00	5,200.00	100.00
90-72505 INSURANCE - LIABILITY	0.00	0.00	1,000.00	1,000.00	100.00
90-72506 INSURANCE BUILDING/CONTENT	0.00	0.00	1,500.00	1,500.00	100.00
90-72507 LEGAL NOTICES/PRINTING	0.00	0.00	12,000.00	12,000.00	100.00
90-72508 MAINT - HARDWARE/EQUIP	163.95	163.95	2,600.00	2,436.05	93.69
90-72509 MAINT - OFFICE EQUIP	0.00	0.00	1,500.00	1,500.00	100.00
90-72510 MILEAGE & TRAVEL	0.00	0.00	3,100.00	3,100.00	100.00
90-72511 OFFICE SUPPLIES	188.60	250.80	3,500.00	3,249.20	92.83
90-72512 POSTAGE	1,150.00	1,150.00	16,300.00	15,150.00	92.94
90-72513 POSTAGE METER/BOX RENTAL	315.28	404.06	1,450.00	1,045.94	72.13
90-72515 RENTAL - COPIER	84.52	260.17	1,800.00	1,539.83	85.55
90-72516 ELECTRICITY	125.79	125.79	3,000.00	2,874.21	95.81
90-72517 TELEPHONE	296.42	695.74	3,600.00	2,904.26	80.67
90-72518 WATER & SEWER	36.61	36.61	1,200.00	1,163.39	96.95
90-72519 MORTGAGE	1,352.26	4,056.78	17,200.00	13,143.22	76.41
90-72520 BUILDING MAINT.	73.60	364.55	2,300.00	1,935.45	84.15
<b>TOTAL GENERAL EXPENSES</b>	<b>3,787.03</b>	<b>8,346.02</b>	<b>80,500.00</b>	<b>72,153.98</b>	<b>89.63</b>
90-79000 OFFICE EQUIPMENT	23.99	23.99	2,000.00	1,976.01	98.80
90-79001 COMPUTER EQUIPMENT	0.00	357.42	7,200.00	6,842.58	95.04
90-79002 BUILDING EXPENSE	0.00	0.00	2,200.00	2,200.00	100.00
90-79990 CONTINGENCY	0.00	0.00	3,000.00	3,000.00	100.00
<b>TOTAL CAPITAL INVESTMENTS</b>	<b>23.99</b>	<b>381.41</b>	<b>14,400.00</b>	<b>14,018.59</b>	<b>97.35</b>
<b>TOTAL EXPENSES</b>	<b>\$ (26,228.00)</b>	<b>\$ (68,357.93)</b>	<b>\$ (381,996.00)</b>	<b>(313,638.07)</b>	<b>82.11</b>

Caldwell County Appraisal District  
**INCOME STATEMENT- APPRAISAL**  
 For the Three Months Ending March 31, 2022

	Current Month	YTD ACTUAL	YTD BUDGET	UNENCUMBERE	%
<b>Revenues</b>					
CITY OF LOCKHART	\$ 30,985.40	\$ 61,970.80	\$ 123,941.60	61,970.80	50.00
CITY OF LULING	8,279.13	16,558.26	33,116.51	16,558.25	50.00
CITY OF MARTINDALE	1,936.09	3,872.18	7,744.37	3,872.19	50.00
CITY OF MUSTANG RIDGE	633.13	1,266.26	2,532.51	1,266.25	50.00
CITY OF NIEDERWALD	273.74	547.48	1,094.97	547.49	50.00
CITY OF UHLAND	0.00	745.88	745.89	0.01	0.00
CALDWELL COUNTY	119,996.22	239,992.44	479,984.87	239,992.43	50.00
LOCKHART ISD	130,262.16	260,524.32	521,048.63	260,524.31	50.00
LULING ISD	34,096.26	68,192.52	136,385.03	68,192.51	50.00
PRAIRIE LEA ISD	7,885.20	15,770.40	31,540.82	15,770.42	50.00
PLUM CREEK CONS DIST	2,106.07	4,212.14	8,424.26	4,212.12	50.00
PLUM CREEK UNDERGROU	2,142.32	4,284.64	8,569.29	4,284.65	50.00
GONZALES ISD	2,469.70	4,939.40	9,878.78	4,939.38	50.00
WAELDER ISD	1,660.17	3,320.34	6,640.66	3,320.32	50.00
SAN MARCOS ISD	13,175.04	26,350.08	52,700.14	26,350.06	50.00
HAYS ISD	4,174.26	8,348.52	16,697.06	8,348.54	50.00
GONZALES COUNTY UWD	53.17	106.34	212.69	106.35	50.00
CALDWELL-HAYS ESD1	0.00	3,455.28	13,821.12	10,365.84	75.00
CITY OF SAN MARCOS	1,164.69	2,329.38	4,658.74	2,329.36	50.00
CALDWELL ESD #2	1,055.61	2,111.22	4,222.46	2,111.24	50.00
CALDWELL ESD #3	743.98	1,487.96	2,975.93	1,487.97	50.00
CALDWELL ESD #4	920.33	1,840.66	3,681.33	1,840.67	50.00
AUSTIN COMMUNITY COLL	316.58	633.16	1,266.34	633.18	50.00
<b>Total Revenues</b>	<u>364,329.25</u>	<u>732,859.66</u>	<u>1,471,884.00</u>	<u>739,024.34</u>	50.21
<b>TOTAL BUDGET REV</b>	<b>\$ <u>364,329.25</u></b>	<b>\$ <u>732,859.66</u></b>	<b>\$ <u>1,471,884.00</u></b>	<b><u>739,024.34</u></b>	<b>50.21</b>
COPIES MISC REVENUE	\$ (214.00)	\$ (656.00)	\$ 0.00	656.00	0.00
INTEREST INCOME REVENU	(224.40)	(774.95)	0.00	774.95	0.00
<b>TOTAL OTHER REVENUE</b>	<b><u>(438.40)</u></b>	<b><u>(1,430.95)</u></b>	<b><u>0.00</u></b>	<b><u>1,430.95</u></b>	<b>0.00</b>

Caldwell County Appraisal District  
**INCOME STATEMENT- COLLECTION**  
 For the Three Months Ending March 31, 2022

	Current Month	YTD ACTUAL	YTD BUDGET	UNENCUMBERE	%
<b>Revenues</b>					
CITY OF LOCKHART	\$ 8,398.92	\$ 16,797.84	\$ 33,595.69	16,797.85	50.00
CITY OF LULING	2,283.46	4,566.92	9,133.83	4,566.91	50.00
CITY OF MARTINDALE	524.80	1,049.60	2,099.19	1,049.59	50.00
CITY OF MUSTANG RIDGE	171.62	343.24	686.46	343.22	50.00
CITY OF NIEDERWALD	74.20	148.40	296.80	148.40	50.00
CITY OF UHLAND	0.00	202.20	202.18	(0.02)	(0.01)
CALDWELL COUNTY	32,526.25	65,052.50	130,104.99	65,052.49	50.00
LOCKHART ISD	35,308.94	70,617.88	141,235.76	70,617.88	50.00
LULING ISD	10,651.08	21,302.16	42,604.30	21,302.14	50.00
PRAIRIE LEA ISD	2,669.36	5,338.72	10,677.44	5,338.72	50.00
PLUM CREEK CONS DIST	570.87	1,141.74	2,283.49	1,141.75	50.00
PLUM CREEK UNDERGROUND	580.70	1,161.40	2,322.80	1,161.40	50.00
GONZALES COUNTY UWD	14.41	28.82	57.65	28.83	50.01
CALDWELL-HAYS ESD1	0.00	936.59	3,746.36	2,809.77	75.00
CALDWELL ESD #2	286.14	572.28	1,144.54	572.26	50.00
CALDWELL ESD #3	201.66	403.32	806.66	403.34	50.00
CALDWELL ESD #4	249.47	498.94	997.86	498.92	50.00
<b>Total Revenues</b>	<b>94,511.88</b>	<b>190,162.55</b>	<b>381,996.00</b>	<b>191,833.45</b>	<b>50.22</b>
<b>TAX CERTIFICATES</b>	<b>(190.00)</b>	<b>(360.00)</b>	<b>0.00</b>	<b>360.00</b>	<b>0.00</b>
<b>TOTAL TAX CERT. REVENUE</b>	<b>(190.00)</b>	<b>(360.00)</b>	<b>0.00</b>	<b>360.00</b>	<b>0.00</b>
<b>TOTAL BUDGET REVENUE</b>	<b>\$ 94,701.88</b>	<b>\$ 190,522.55</b>	<b>\$ 381,996.00</b>	<b>191,473.45</b>	<b>50.12</b>
<b>RETURN CHECK FEE</b>	<b>\$ (550.00)</b>	<b>\$ (725.00)</b>	<b>\$ 0.00</b>	<b>725.00</b>	<b>0.00</b>
<b>BUS PP RENDITION PENALTY</b>	<b>400.99</b>	<b>(541.87)</b>	<b>0.00</b>	<b>541.87</b>	<b>0.00</b>
<b>OFFICE RENTAL INCOME</b>	<b>(100.00)</b>	<b>(300.00)</b>	<b>0.00</b>	<b>300.00</b>	<b>0.00</b>
<b>TOTAL OTHER REVENUE</b>	<b>(249.01)</b>	<b>(1,566.87)</b>	<b>0.00</b>	<b>1,566.87</b>	<b>0.00</b>
<b>DELINQUENT ATTORNEY FEES- L</b>	<b>(31,829.72)</b>	<b>(31,829.72)</b>	<b>0.00</b>	<b>31,829.72</b>	<b>0.00</b>
<b>DELINQUENT ATTORNEY FEES- P</b>	<b>(4,292.38)</b>	<b>(4,292.38)</b>	<b>0.00</b>	<b>4,292.38</b>	<b>0.00</b>
<b>DELINQUENT ABSTRACT FEES- L</b>	<b>(1,350.00)</b>	<b>(1,350.00)</b>	<b>0.00</b>	<b>1,350.00</b>	<b>0.00</b>
<b>DELINQUENT ABSTRACT FEES- P</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>TOTAL DELINQUENT ATTORNEY</b>	<b>(37,472.10)</b>	<b>(37,472.10)</b>	<b>0.00</b>	<b>37,472.10</b>	<b>0.00</b>

**Caldwell County Appraisal District  
Cash Disbursements Journal  
For the Period From Mar 1, 2022 to Mar 31, 2022**

Filter Criteria includes: Report order is by Date. Report is printed in Detail Format.

Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount
3/1/22	009896	72507	18x24 "ONE WAY" SIGN	69.25	
		10000	LASR Signs		69.25
3/3/22	009897	71004	MAR 2022 HEALTH INS - APPR	5,609.73	
		90-71004	MAR 2022 HEALTH INS - COLL	1,412.37	
		10000	UNITED HEALTHCARE SERVICES		7,022.10
3/3/22	009898	72007	MAR 2022 JANITORIAL SERVICES - APPR	264.11	
		90-72007	MAR 2022 JANITORIAL SERVICES - COLL	78.89	
		10000	Buildingstars		343.00
3/3/22	009899	72516	JAN 2022 ELECTRICITY - APPR	421.11	
		90-72516	JAN 2022 ELECTRICITY- COLL	125.79	
		72518	JAN 2022 WATER & SEWER - APPR	122.55	
		90-72518	JAN 2022 WATER & SEWER - COLL	36.61	
		10000	City of Lockhart		706.06
3/3/22	009900	72504	NOV/DEC 2022 LEVEL III RPA - MZ	375.00	
		10000	Texas Assoc. Appraisal Districts		375.00
3/3/22	009901	90-72005	MAR 2022 LULING EMPLOYEE SALARY	1,661.04	
		10000	CALDWELL COUNTY TREASURER		1,661.04
3/3/22	009902	72510	FEB 2022 MILEAGE REIMBURSEMENT	21.06	
		10000	Christie Gibson		21.06
3/3/22	009903	72510	FEB 2022 MILEAGE REIMBURSEMENT	14.04	
		10000	Chelsi Cates		14.04
3/3/22	009904	72511	WATER DELIVERY - APPR	26.16	
		90-72511	WATER DELIVERY - COLL	7.82	
		10000	HILL COUNTRY SPRINGS		33.98
3/3/22	009906	90-72508	PRINTER REPAIR/MAINT COLL	163.95	
		72508	PRINTER REPAIR/MAINT APPR	486.80	
		10000	Lone Star Office Solutions	6 f	650.75

**Caldwell County Appraisal District**  
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3/3/22	009907	72511	OFFICE SUPPLIES APPR	44.74	
		90-72511	OFFICE SUPPLIES COLL	55.05	
		10000	OFFICE DEPOT		99.79
3/3/22	009908	71004	MAR 2022 AD&D - APPR	11.56	
		90-71004	MAR 2022 AD&D - COLL	2.68	
		71004	MAR 2022 LIFE - APPR	98.26	
		90-71004	MAR 2022 LIFE - COLL	22.78	
		30029	FEB 2022 DENTAL PAYABLE	580.08	
		30027	FEB 2022 VISION PAYABLE	103.94	
		10000	UHS Premium Billing		819.30
3/11/22	009909	30027	FEB 2022 INSURANCE PAYABLE INV #660756	302.94	
		71004	FEB 2022 CANCER - APPR	182.57	
		90-71004	FEB 2022 CANCER - COLL	49.79	
		10000	AFLAC INS.		535.30
3/11/22	009910	72517	MAR 2022 IPAD UNITS APPRAISERS	315.90	
		10000	AT&T Mobility		315.90
3/11/22	009911	72003	BOD/EMPL MORALE	75.00	
		72504	CLASSES - MZ, MDR	1,075.00	
		72510	CONFERENCE	1,598.88	
		72511	OFFICE SUPPL - APPR	76.89	
		90-72511	OFFICE SUPPL - COLL	22.98	
		72514	INDEED JOB POSTING	328.33	
		72517	RING CENTRAL - APPR	588.56	
		90-72517	RING CENTRAL - COLL	175.81	
		72524	VEH MAINT	25.43	
		79000	OFF EQUIP - APPR	64.98	
		90-79000	OFF EQUIP - COLL	23.99	
		79001	COMP EQUIP APPR	169.45	
		10000	CARD SERVICE CENTER		4,225.30
3/11/22	009912	10000	VOID		
3/11/22	009913	90-72517	MAR 2022 LINE CHARGE LULING	120.61	
		10000	SPECTRUM BUSINESS		120.61
3/11/22	009914	72513	INV #3315253579 QTR 1 POSTAGE METER LEASE - APPR	1,055.51	

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Cash Disbursements Journal  
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		90-72513	INV #3315253579 QTR 1 POSTAGE METER LEASE - COLL	315.28	
		10000	Pitney Bowes		1,370.79
3/11/22	009915	72512	MAR 2022 POSTAGE REFILL - APPR	1,540.00	
		90-72512	MAR 202 POSTAGE REFILL - COLL	460.00	
		10000	PITNEY BOWES		2,000.00
3/11/22	009916	72512	ACCT #785099 REPLENISH BAL POSTAGE DUE	300.00	
		10000	US Post Master		300.00
3/11/22	009917	72511	COPY PAPER - APPR	318.60	
		90-72511	COPY PAPER - COLL	95.16	
		10000	OFFICE DEPOT		413.76
3/11/22	009918	72501	2022 ANNUAL RENEWAL - MDA - REG #65030	45.00	
		10000	Texas Dept. of Licensing and Regulation		45.00
3/11/22	009919	72524	2022 REGISTRATION	7.50	
		10000	VEH #18501 Caldwell County Tax Assessor-Col		7.50
3/17/22	009920	72515	FEB 2022 APPR PRINT CHARGES	225.16	
		10000	Benchmark Business Solutions		225.16
3/17/22	009923	72000	2022 QTR 2 PAYMENT - APPR SERVICES	6,000.00	
		10000	Eagle Property Tax Appr & Cons Inc		6,000.00
3/17/22	009924	72510	MAR 2022 MILEAGE REIMBURSEMENT	28.08	
		10000	Chelsi Cates		28.08
3/17/22	009925	72004	PACS MAINT/SUPPORT 2022 2ND QTR/APPR	11,973.14	
		90-72004	PACS MAINT/SUPPORT 2022 2ND QTR/COLL	4,694.99	
		72004	2022 CLOUD HOSTING FEE		
		10000	HARRIS GOVERN		16,668.13
3/17/22	009926	72517	MAR 2022 LINE CHARGE LOCKHART	6h 120.61	



**Caldwell County Appraisal District  
Cash Disbursements Journal  
For the Period From Mar 1, 2022 to Mar 31, 2022**

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Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount
		10000	LOCKHART CHARTER COMMUNICATIONS		120.61
3/24/22	009927	71004	APR 2022 HEALTH INS - APPR	7,016.35	
		90-71004	APR 2022 HEALTH INS - COLL	1,412.37	
		10000	UNITED HEALTHCARE SERVICES		8,428.72
3/24/22	009928	72010	2022 1ST & 2ND QTR AERIAL IMAGERY	46,292.00	
		10000	Pictometry International Inc		46,292.00
3/24/22	009929	72519	MAR 2022 BUILDING LOAN PAYMENT - APPR	4,527.14	
		90-72519	MAR 2022 BUILDING LOAN PAYMENT - COLL	1,352.26	
		10000	First Lockhart National Bank		5,879.40
3/24/22	009930	72520	APR 2022 LAWN SERVICES APPR	246.40	
		90-72520	APR 2022 LAWN SERVICES COLL	73.60	
		10000	Jesus Gonzales		320.00
3/24/22	009931	72003 10000	REIMBURSEMENT Kristie Wimberly	35.00	35.00
3/24/22	009932	90-72515	INV #015656904 FEB 2022 COLL PRINT CHARGES	84.52	
		10000	XEROX CORP		84.52
3/31/22	009933	72508	INV #2022-03-01-CCAD FEB 2022 COMPUTER SERVICES	400.00	
		10000	N Metzler Consulting		400.00
3/31/22	009934	71004	APR 2022 AD&D - APPR	12.12	
		90-71004	APR 2022 AD&D - COLL	2.68	
		71004	APR 2022 LIFE - APPR	103.02	
		90-71004	APR 2022 LIFE - COLL	22.78	
		30029	MAR 2022 DENTAL PAYABLE	611.85	
		30027	MAR 2022 VISION PAYABLE	111.30	
		10000	UHS Premium Billing		863.75
3/31/22	009935	72511	MAR 2022 WATER BOTTLE DELIVER - APPR	25.40	
		90-72511	MAR 2022 WATER BOTTLE DELIVERY -	6 i 7.59	

**Caldwell County Appraisal District**  
**Cash Disbursements Journal**  
**For the Period From Mar 1, 2022 to Mar 31, 2022**

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<b>Date</b>	<b>Check #</b>	<b>Account ID</b>	<b>Line Description</b>	<b>Debit Amount</b>	<b>Credit Amount</b>
		10000	BOTTLE DELIVERY - COLL HILL COUNTRY SPRINGS		32.99
3/31/22	009936	72008	FEB 2022 LEGAL SERVICES	300.83	
		10000	LOW SWINNEY EVANS & JAMES PLLC		300.83
3/31/22	009937	72514	2022 COMM VALUATION SERVICE	664.20	
		10000	MARSHALL & SWIFT		664.20
3/31/22	009938	72524	INSP STKR VEH #07101	7.00	
		10000	Ford Lockhart Motor Company		7.00
3/31/22	009939	72512	MAR 2022 POSTAGE REFILL - APPR	2,310.00	
		90-72512	MAR 2022 POSTAGE REFILL - COLL	690.00	
		10000	PURCHASE POWER		3,000.00
3/31/22	009940	72514	2021 TAX CODE & LAWS	100.00	
		10000	Texas Comptroller of Public Accounts		100.00
	<b>Total</b>			<b>110,599.92</b>	<b>110,599.92</b>

**AGREEMENT FOR APPRAISAL SERVICES**

**THE STATE OF TEXAS**                    §  
                                                         §  
**COUNTY OF CALDWELL**               §

This agreement (the "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between **CALDWELL COUNTY APPRAISAL DISTRICT**, hereinafter referred to as the "District", and **CAPITOL APPRAISAL GROUP, LLC**, of Austin, Travis County, Texas, hereinafter referred to as the "Company" (collectively referred to as the "Parties" or singularly a "Party"), acting by and through their respective representatives.

**General Recitals**

1. Pursuant to Texas Property Tax Code (T.P.T.C.) §25.01, it has been represented by the Company and determined by the District that the Company is skilled in the matter of appraisals and valuations of oil and gas leases, communication properties, public utilities, and industrial properties for property tax purposes. Therefore, the Chief Appraiser, with the approval of the Board of Directors of the District, desires to employ the Company to perform appraisal services with respect to such properties. The Company hereby agrees to appraise for the District-designated utility properties and designated industrial properties listed on Exhibit A and located in the District's jurisdiction. The Company also agrees to appraise for the District all producing oil and gas leases located in District's jurisdiction. The property owned by the companies listed in Exhibit A shall be appraised at market value as that term is defined in Chapter 1 of the Code unless the property is entitled to special valuation, in which event the Company shall appraise the property at market value and special value as provided by the applicable Code section.

2. Such appraisals are to be prepared by the Company for the convenience and information of the Chief Appraiser, the Board of Directors, and the Appraisal Review Board of the District, and shall be utilized for all purposes provided by law, specifically including the T.P.T.C. Such appraisals shall conform to the applicable provisions of the Code, Standard 6 of the Uniform Standards of Professional Appraisal Practice, the Texas Administrative Code, Standard on Contracting for Assessment Services of the International Association of Assessing Officers, and other applicable law.

**Term**

3. The term of this Agreement shall be for a period of two (2) years for the 2023 and 2024 tax years. Thereafter this Agreement shall annually renew for successive terms of one year to include the respective tax year, unless sooner terminated as provided herein. Either Party may terminate this Agreement by providing sixty (60) days written notice to the other Party. The fees for the services provided herein for tax years subsequent to tax year 2024 shall be the amount budgeted by the District for the respective tax year and agreed to by the Company in writing, unless the District or the Company notifies the other Party in writing, before October 1 of the year

preceding the contract year, of the intent by that Party to terminate this Agreement. If this agreement is terminated by the District, the District shall not be liable for the payment of services not yet performed, and the Company shall not look to the District for any further payment under this agreement for any work performed after notification. The parties agree that District's obligation under this Contract is a commitment of District's current revenues only. District retains the continuing right to terminate this Contract at the expiration of each budget period of District during the term of this Contract and should the Contract be terminated; the District shall be released from any obligations concerning this Contract. This Contract is conditioned on a best-efforts attempt by District to obtain and appropriate funds for payments provided by this Contract.

4. The parties agree to conduct non-binding mediation in the county in which the District is located to resolve any disputes under the Agreement. Mediation shall not be required prior to sending notice of a breach or default under the Agreement as a condition precedent to pursuing legal action.

### Services

5. The Company agrees to list and determine appraised values for all industrial plants, producing oil and gas wells, communication systems, telephone companies, gas and electric utility systems, cable television systems, pipeline systems, railroad companies, telecommunications companies and systems, and designated industrial properties listed on Exhibit A and located within the District on January 1 of each year. The Company also agrees to compile, list and determine appraised values for all producing oil and gas leases including working interests, royalty interests, and overriding royalty interests located within the District on January 1 of each year. Said compilation will show the particular interest(s) of owners, including working interest(s) and royalty interest(s) and the values. If the District needs additional services, the Company shall attempt to accommodate such additional services at an agreed to fee, without decreasing the effectiveness or timeliness of performance of services specified herein.

6. The Company agrees to secure for the Chief Appraiser of the District, all information possible and available for use by the Chief Appraiser and the Appraisal Review Board in determining the proper market and special valuations to be fixed upon such properties for taxation purposes, and generally to compile such information as shall be of aid and benefit to the Chief Appraiser and the Appraisal Review Board for the purpose of equalizing and supporting the values of such properties for taxation purposes.

7. The Company agrees to represent and defend its evaluations for the District and provide expert testimony in any appeals of its appraisals, including hearings before the Appraisal Review Board, any arbitration proceedings, and any proceedings before the Comptroller of Public Accounts *viz.* the Texas Comptroller's Property Value Study, court proceedings, and proceedings before the State Office of Administrative Hearings during the term of this Agreement and after the term of this agreement if the evaluation was made during the term of this agreement. The Company shall not charge any additional fee for its personnel to represent the District at appraisal review board hearings or other administrative proceedings in support of its appraisals.

8. The Company shall provide preliminary appraised values to the District no later than April 30th of each year, in order to allow the District to comply with the requirement in T.P.T.C. §26.01 (e) to provide preliminary values to certain taxing units. The Company shall provide appraised values to the District no later than May 15th of each year in order for the District to comply with relevant notice requirements set forth in other T.P.T.C sections, specifically including but not limited to §25.19 and §25.195, unless the T.P.T.C. contains any deadline to deliver notices of appraised value prior to May 15, in which event the Company shall provide any appraisals made in connection with any earlier deadlines 15 days prior to that deadline, or in the case of any appraisal of any personal property that depends on receipt of a property rendition under T.P.T.C. Chapter 22, as soon thereafter as practicable as regards to the appraisal of that property, in the event such rendition is not received by the Company before May 10. The Company shall in good faith devote such time and resources to the performance of its duties under this Agreement throughout the tax year as reasonably necessary to ensure timely and accurate appraisals in compliance with the T.P.T.C., applicable provisions of the Uniform Standards of Professional Appraisal Practice, and the applicable provisions of the Texas Administrative Code. The Company shall provide, on request, a written report to the District summarizing its progress in completing such appraisals, such reports to be made available to the District's Chief Appraiser on a date agreed to by the Chief Appraiser and Company each year.

9. (a) Except as provided in Section 7 of this Agreement, Company shall provide to District copies of all appraisals, together with supporting data, in the format in which they are maintained by Company or requested by District, and such records shall be considered to be public information unless otherwise specifically exempt from public disclosure pursuant to law. "Supporting data" shall not be construed to include personal notes, correspondence, working papers, thought processes, or any other matters of a privileged or proprietary nature. Such non-proprietary records shall be provided to District no later than May 15<sup>th</sup> of each year, or on a date agreed to, in writing, by the Chief Appraiser and Company in the case of any appraisal of any personal property that depends on receipt of a property rendition under T.P.T.C. Chapter 22 and such rendition is not received by Company before May 10. Company shall not charge District for original copies of such records but may charge for additional copies at a fee not to exceed charges promulgated by the Attorney General of Texas for copies of public information. At the request of the District, the Company shall assist the District in responding to requests for public information for information in the possession of the Company relating to any appraisals made by the Company of property owned by companies listed in Exhibit A. The Company agrees to comply with any ruling made by the Attorney General of Texas in any open records decision, ruling, or opinion. The Company agrees to furnish all information required to be disclosed under the Public Information Act in accordance with the charges promulgated by the Attorney General of Texas for copies of public information except that the Company reserves the right to timely appeal any ruling to district court, and District agrees to follow any ruling by such court or appellate-level court or court of last resort. The Company agrees to indemnify and hold the District harmless from any liability in the event that the collection by the District of the Company's charges is determined to be in violation of any applicable law.

(b) All data or information voluntarily provided by the taxpayer will be held under the statutory confidentiality protection provided by Section 22.27 of the T.P.T.C. and other laws requiring confidentiality, and the Company shall not disclose information made confidential by T.P.T.C., Texas Government Code Chapter 552, or any other laws providing for confidentiality. The data or information obtained by the Company from the taxpayer for the appraisal of a property will be held as confidential and will be disclosed only as authorized by applicable law. Company shall indemnify and hold district harmless from any damages, attorney's fees, or prosecution resulting from the disclosure by company of information confidential by law. Company shall retain qualified counsel admitted to the appropriate jurisdiction to defend District in any proceedings, whether civil or criminal, arising from Company's unlawful disclosure of confidential information.

10. If the District determines at any time that the Company is not performing services as required under this Agreement in a sufficiently accurate or timely manner, it shall notify the Company in writing of such determination. If the Company fails to cure such deficiency to the District's satisfaction within thirty (30) days after delivery of such notice, the District is entitled to withhold fees payable to the Company in an amount reasonably related to the portion of the Company's total fee under this Agreement that is attributable to such services, or to terminate this Agreement according to the provision of Section 3.

#### **Fee**

11. The Company shall be entitled to a fee of \$41,250 (Forty-One Thousand Two Hundred Fifty Dollars) for the 2023 tax year and \$41,250 (Forty-One Thousand Two Hundred Fifty Dollars) for the 2024 tax year, said amounts to be paid out of the lawful funds of the District. The Company will be required to perform most of its services under this Agreement on or before July 15<sup>th</sup> of each year. However, the District shall pay the Company the above-mentioned fees in four equal quarterly payments each year, beginning on January 1, and continuing on April 1, July 1, and October 1 of each year. The District shall be authorized to withhold all or any part of any such fees as it determines in good faith are attributable to services not performed in an accurate or timely manner as described in Section 10. The District shall in good faith take all actions necessary to facilitate the payment of all sums due to the Company. Such payment shall constitute full payment to the Company for all its services under this Contract, and the District shall not be obligated to the Company for any salaries or expenses of any kind incurred by the Company.

#### **Governing Law**

12. The Agreement shall be governed by the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction. The proper venue for any causes of action arising under this agreement shall be Caldwell County, Texas.

#### **Amendment**

13. This Agreement may be amended by the mutual agreement of the Parties hereto in writing to be attached to and incorporated into this Agreement.

### **Legal Construction**

14. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

### **Entire Agreement**

15. This Agreement is the entire Agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the Parties that in any manner relates to the subject matter of this Agreement, except as provided in any Exhibits attached hereto.

### **Exhibits**

16. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same. Additions or subtractions to the properties in the exhibit(s) shall be mutually agreed upon between the Parties.

### **Assignment**

17. This Agreement may not be assigned without the prior written consent of the District.

### **Recitals**

18. The recitals to this Agreement are incorporated herein.

### **Insurance**

19. (a) The Company shall during the term hereof maintain in full force and effect the following insurance:

(i) a comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Company's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage and \$2,000,000.00 aggregate;

(ii) a policy of automobile liability insurance covering any vehicles owned and/or operated by the Company, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$1,000,000.00 combined single limit and aggregate for bodily injury and property damage; and

(iii) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of the Company's employees involved in the provision of services under this Agreement with a policy limit of not less than \$500,000.00/\$500,000.00/\$500,000.00, if applicable.

(b) All policies of insurance shall be endorsed to contain the following provisions:

(i) name the District, its officers, and employees as additional insured as to all applicable coverage with the exception of Workers Compensation Insurance; and

(ii) provide for at least thirty (30) days prior written notice to the District for cancellation or non-renewal of the insurance;

(iii) provide for a waiver of subrogation against the District for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for the Company Liability Insurance. The Company shall provide written notice to the District of any material change of or to the insurance required herein.

(c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or another equivalent rating service.

(d) A certificate of insurance and policy endorsements evidencing the required insurance shall be submitted to the District prior to the commencement of services and each anniversary date of the term of this Agreement.

(e) Section 19 of this agreement will be limited to the extent of liability attributable to the Company. Claims arising from negligence or fault by third parties or the District employees shall be excluded from the Company's insurance policy and coverage as additional insured.

### **Indemnification**

20. To the fullest extent permitted by law the company shall indemnify, hold harmless and defend the district, its officers, employees, agents and representatives (collectively the "district indemnitees") from and against all claims, damages, losses and expenses, including but not limited to, attorneys' fees, arising out of or resulting from bodily injury or death of a person or property damage, including the loss of use of property, arising or alleged to arise out of or in any way related to this agreement or the performance of work or services of the company, and it's sub-contractors under this agreement, or the result of any negligent act or omission or any intentional act or omission in violation of the company's standard of care by the company, it's sub-contractor or anyone directly or indirectly employed by the company or anyone for whose acts the company may be liable or due to the violation of any ordinance, regulation, statute, or other legal requirement by the company, it's sub-contractors or any of their agents and employees, but only to the extent caused in whole or in part by any intentional or negligent act or omission



of the company, it's sub-contractors or anyone directly or indirectly employed by the company, it's sub-contractors or anyone for whose acts the company or its sub-contractor may be liable.

### **Independent Contractor**

21. It is understood and agreed by and between the parties that the Company in satisfying the conditions of this Agreement, is acting independently, and that the District assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by the Company pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the District. The Company shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

### **Funding Out**

22. The parties do not intend for this Agreement to obligate future Boards of Directors. Accordingly, in the event the District budget for any year beyond 2024 does not have funds sufficient to enable the District to make payments under this Agreement, then this contract is terminated on the effective date of such budget. The District must notify the Company, in writing, within 15 days after the approval of the budget which will cause the termination of the agreement under Section 21. However, failure by the District to provide such notification shall not affect the contract termination or the effective date of such termination.

### **Texas Government Code §2270.002**

23. The Company does not boycott Israel and will not boycott Israel during the term of this contract.

*(signature page to follow)*

WITNESS our hand in duplicate, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

**CALDWELL COUNTY APPRAISAL DISTRICT**

\_\_\_\_\_  
Chairman, Board of Directors


\_\_\_\_\_  
Chief Appraiser

**ATTEST:**

\_\_\_\_\_  
Secretary, Board of Directors

WITNESS our hand in duplicate, this 21<sup>st</sup> day of March, 2022.

**CAPITOL APPRAISAL GROUP, LLC**

  
\_\_\_\_\_  
Gregg A. Davis, President

**CALDWELL COUNTY APPRAISAL DISTRICT**

**EXHIBIT A**

AEP TEXAS INC  
AFTON CHEMICAL CORP  
ALEXANDER TANK CORP  
ALPHEUS COMMUNICATION LP  
AMERICAN TOWER CORPORATION  
AT&T COMMUNICATIONS  
AT&T MOBILITY LLC  
AT&T SERVICES INC  
AWM OIL TOOLS  
BAIRS LEASE SVC INC  
B A S E CHEMICALS  
BEAIRD DRILLING  
BLACK ROCK CONSTRUCTION  
BLUEBONNET ELECTRIC COOP INC  
CELLCO PARTNERSHIP  
CENTEX PIPE & EQUIP INC  
CENTURLINK COMMUNICATIONS  
CG COMMUNICATIONS INC  
CHEVRON PRODUCTS CO  
CITGO PETROLEUM CORP  
CITGO PRODUCTS PIPE LINE CO  
COLORADO VALLEY TELEPHONE COOP  
COSTA ENERGY LLC  
CROWN CASTLE GT CO LLC  
CROWN COMMUNICATIONS INC  
CYRUSONE LLC  
DARST CREEK OIL CORP  
DELRAY OIL INC  
DIRECTV LLC  
DISH NETWORK LLC  
DONLEN TRUST  
EARTHLINK BUSINESS LLC  
ECHOSTAR BROADCASTING CORP  
EIGHTY-SIX OIL COMPANY INC  
ENERGY TRANSFER PARTNERS LLC  
ENTERPRISE CRUDE PIPELINE LLC  
ENTERPRISE CRUDE PIPELINE LLC  
ETC TEXAS PIPELINE LTD  
EXXONMOBIL PIPELINE COMPANY  
FHR CORPUS CHRISTI LLC  
FHR CORPUS CHRISTI LLC  
FIBERLIGHT LLC

FLINT HILLS RESOURCES LP  
FRONTIER COMMUNICATIONS  
GARNER REWINDING SERVICE  
GILPIN POST TENSION  
GLOBAL TEL\*LINK CORP  
GTP TOWERS II LLC  
GUADALUPE VALLEY ELECTRIC COOP  
GUADALUPE VALLEY TELE COOP  
GULFMARK ENERGY INC  
HALLIBURTON ENERGY SERVICES INC  
HAZELETT DRILLING  
HELMERICH & PAYNE  
HERITAGE CRYSTAL CLEAN LLC  
HI TEX RIGS LP  
HORIZONTAL LINER SERVICE  
HOUSTON PIPELINE CO LP  
KENT BROUSSARD TOWER RENTALS  
KPL SOUTH TEXAS LLC (GATHERING)  
LCRA TRANSMISSION SRVCS CORP  
LULING ACIDIZERS INC  
LULING GAS PLANT L P  
LULING PIPE & SALVAGE  
LULING PUMP & SVC CORP  
LULING WELL SERVICE  
MARK WEST TEXAS PNG UTIL LLC  
MCI COMMUNICATIONS SERVICES  
MCI METRO ACCESS TRANS SVCS  
MCLEOD USA TELECOM SERV DBA  
NALCO CHAMPION  
NORTH SOUTH OIL LLC  
NUCO2 SUPPLY LLC  
OASIS PIPE LINE CO TX LP  
ONEOK TRANSMISSION COMPANY  
PEDERNALES ELECTRIC COOP INC  
PERMIAN HIGHWAY PIPELINE  
PERRYMAN INC BILL J  
PRIORITY OIL COMPANY  
PROGRESS DRILLING FACILITY  
RB STEWART PETROLEUM PRODUCTS  
RED BALL OXYGEN CO  
REYNA OIL FIELD  
RISE BROADBAND  
SALT FLAT PIPE & SUPPLY  
SBA TOWERS X LLC  
SEAY & SEAY PUMP & SUPPLY

SOUTHWESTERN BELL TELEPHONE  
SPECTRASITE COMMUNICATIONS INC  
SPECTRUM ADVANCED SERVICES LLC  
SPECTRUM GULF COAST LLC  
SPECTRUM GULF COAST LLC  
SPECTRUM SECURITY LLC  
SPOK INC  
SPRINT SPECTRUM LP  
TEXAS GAS SERVICE  
TEXAS GAS SERVICE  
TEXAS PETROLEUM INVESTMENT  
TIME WARNER CABLE BUSINESS LLC  
T-MOBILE  
TOUNGATE PIPE & SUPPLY INC  
TRINITY ENVIROMENTAL SWD LLC  
UNION PACIFIC RAILROAD CO  
VB-S1 ASSETS LLC  
VERIZON CONNECT FLEET USA LLC  
VERTICAL BRIDGE TOWERS II LLC  
VTX COMMUNICATIONS  
WAYPORT INC  
WTG GAS TRANSMISSION CO  
ZAYO GROUP LLC