



May 8, 2024

MEETING MINUTES

OF CALHOUN COUNTY COMMISSIONERS' COURT

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

THE FOLLOWING MEMBERS WERE PRESENT:

Richard Meyer
David Hall
Vern Lyssy
Joel Behrens
Gary Reese
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 10:00am 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. Consider and take necessary action on Resolution for approval and adoption of the updated Calhoun County Multi-Jurisdictional Hazard Mitigation Plan and approve that the adopted plan be submitted to the GLO, TDEM, and FEMA for final review and approval. (RHM)

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

6. Consider and take necessary action to approve the Continuous Quality Improvement (CQI) Program Management Agreement between Calhoun County EMS and Girarad & Associates and authorize the Calhoun County EMS Director to sign. (RHM)

Jason Warmuth spoke and explained cost and procedure of CQI Program.

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

7. Consider and take necessary action to approve the HIPAA BUSINESS ASSOCIATE ADDENDUM Agreement between Calhoun County EMS and ESO Solutions, Inc. and authorize the Calhoun County EMS Director to sign. (RHM)

Jason Warmuth explained requirement by the State.

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

8. Consider and take necessary action to amend Minutes of April 17, 2024 – Agenda Item #14 Consider and take necessary action to approve the Final Plat of In the Oaks at Swan Point to include the following: *County will accept the road if/when the road is reconstructed to county specifications and approved by Commissioners Court.* (GDR)

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 accept Golden Crescent Regional Planning Commission Solid Waste Interlocal Agreement 24-17-01 - Trailer for Recycling, with funding of \$24,250, and authorize Judge Meyer to sign all documents. (GDR)

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

10. Consider and take the necessary action to approve the Preliminary Plat of Indianola Club Grounds. (DEH)

Terry Ruddick explained preliminary plat.

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

11. Consider and take necessary action to approve Agreement for Professional Services in the amount of \$22,000.00 with G & W Engineers, Inc. for County Annex Building Roof Improvements and have Judge Meyer sign all Documents. (RHM)

Everett explained the project.

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

12. Consider and take necessary action on closing a portion of Magnolia Beach at and near Cabana 1 for three days (June 14, 15, and 16th (See Attached map) for the Texas 200 sailing club as provided by Texas Local Government Code Section 240. (RHM)

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

13. Accept Monthly Reports from the following County Offices:

- i. Floodplain Administration -- April 2024
- ii. Justice of Peace PCT 5 --April 2024

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

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

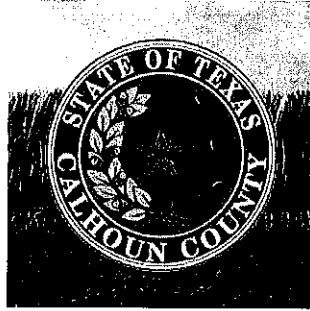
2023:	
RESULT:	APPROVED [UNANIMOUS]
MOVER:	Gary Reese, Commissioner Pct 4
SECONDER:	Joel Behrens, Commissioner Pct 3
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

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

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

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



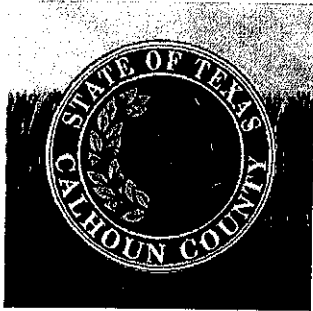
CALHOUN COUNTY COMMISSIONERS' COURT PACKET COMPLETION SHEET

-
- 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
(All documents needing to be attested to need to be signed day of Commissioner's Court.)**

On this 8th day of May, 2024, the packet
for the 8th day of May, 2024 Commissioners'
Court Regular Session was submitted from the Calhoun County Judge's office
to the Calhoun County Clerk's Office.

Debbie Vickery
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 8, 2024 at 10:00 a.m. in the Commissioners' Courtroom in the County Courthouse at 211 S. Ann Street, Suite 104, Port Lavaca, Calhoun County, Texas.

AGENDA

The subject matter of such meeting is as follows:

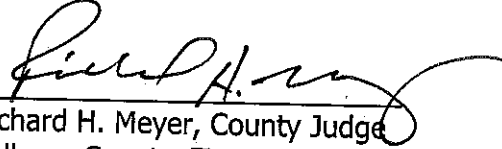
1. Call meeting to order.
2. Invocation.
3. Pledges of Allegiance.
4. General Discussion of Public Matters and Public Participation.
5. Consider and take necessary action on Resolution for approval and adoption of the updated Calhoun County Multi-Jurisdictional Hazard Mitigation Plan and approve that the adopted plan be submitted to the GLO, TDEM, and FEMA for final review and approval. (RHM)
6. Consider and take necessary action to approve the Continuous Quality Improvement (CQI) Program Management Agreement between Calhoun County EMS and Girarad & Associates and authorize the Calhoun County EMS Director to sign. (RHM)
7. Consider and take necessary action to approve the HIPAA BUSINESS ASSOCIATE ADDENDUM Agreement between Calhoun County EMS and ESO Solutions, Inc. and authorize the Calhoun County EMS Director to sign. (RHM)
8. Consider and take necessary action to amend Minutes of April 17, 2024 – Agenda Item #14 Consider and take necessary action to approve the Final Plat of In the Oaks at Swan Point to include the following: *County will accept the road if/when the road is reconstructed to county specifications and approved by Commissioners Court.* (GDR)

AT 10:11 FILED O'CLOCK A M

MAY 03 2024

ANNA GOODMAN
COUNTY CLERK, CALHOUN COUNTY, TEXAS
BY: *[Signature]* DEPUTY

9. Consider and take necessary action to accept Golden Crescent Regional Planning Commission Solid Waste Interlocal Agreement 24-17-01 - Trailer for Recycling, with funding of \$24,250, and authorize Judge Meyer to sign all documents. (GDR)
10. Consider and take the necessary action to approve the Preliminary Plat of Indianola Club Grounds. (DEH)
11. Consider and take necessary action to approve Agreement for Professional Services in the amount of \$22,000.00 with G & W Engineers, Inc. for County Annex Building Roof Improvements and have Judge Meyer sign all Documents. (RHM)
12. Consider and take necessary action on closing a portion of Magnolia Beach at and near Cabana 1 for three days (June 14, 15, and 16th (See Attached map) for the Texas 200 sailing club as provided by Texas Local Government Code Section 240. (RHM)
13. Accept Monthly Reports from the following County Offices:
 - i. Floodplain Administration – April 2024
 - ii. Justice of Peace PCT 5 –April 2024
14. Consider and take necessary action on any necessary budget adjustments. (RHM)
15. Approval of bills and payroll. (RHM)

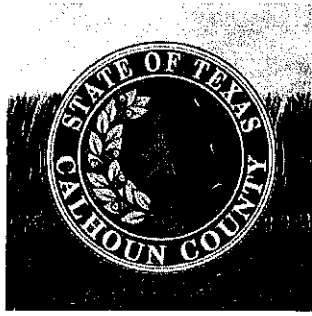

Richard H. Meyer, County Judge
Calhoun County, Texas

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

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5. Consider and take necessary action on Resolution for approval and adoption of the updated Calhoun County Multi-Jurisdictional Hazard Mitigation Plan and approve that the adopted plan be submitted to the GLO, TDEM, and FEMA for final review and approval. (RHM)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	David Hall, Commissioner Pct 1
SECONDER:	Gary Reese, Commissioner Pct 4
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

IN THE COMMISSIONERS' COURT
OF CALHOUN COUNTY, TEXAS

RESOLUTION FOR CALHOUN COUNTY FOR APPROVAL OF THE UPDATED
HAZARD MITIGATION PLAN

WHEREAS, historically, natural hazards have caused significant disasters resulting in loss of life, property, and damage to natural resources.

WHEREAS, Calhoun County (County) participates in the Calhoun County Multi-Jurisdictional Hazard Mitigation Plan (HMP); and

WHEREAS, as per the Federal Disaster Mitigation Act of 2000 and the Federal Emergency Management Agency (FEMA), all communities are required to have a HMP in place to be eligible for federal funding for mitigation purposes and it is mandatory to review and update the local Hazard Mitigation Plans every five years; and

WHEREAS, the County has recently assessed the potential risks and hazards to its community and is committed to continuing its planning efforts to create a sustainable community and reduce the long-term consequences of natural and man-made hazards; and

WHEREAS, along with all other jurisdictions, mentioned in HMP, the County has reviewed the HMP and assisted in its updates; and

WHEREAS, the HMP and its updates outline a vision, goals, objectives, assess risk from various hazards, and identify strategies and actions for risk reduction against community-threatening hazards.

NOW THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF CALHOUN COUNTY, TX THAT:

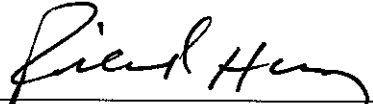
The Hazard Mitigation Plan, along with any updates, is approved in its entirety; and

- The County will pursue available funding opportunities for implementation of the proposals designated therein, and will, upon receipt of such funding or other necessary resources, seek to implement the actions contained in the mitigation strategies; and**
- The County vests with the County Judge the responsibility, authority, and means to inform all parties of this action; assure that the Hazard Mitigation Plan Update will be reviewed at least annually; and that any needed adjustments will be presented to the Commissioners**


Court for consideration; and

- The County agrees to take other action as may be necessary to carry out the HMP's objectives and report on progress as required by FEMA and the Texas Division of Emergency Management (TDEM).

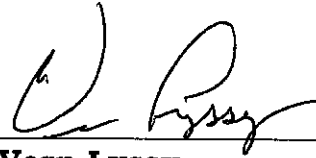
PASSED AND APPROVED BY THE CALHOUN COUNTY COMMISSIONERS' COURT this 8th day of May, 2024.



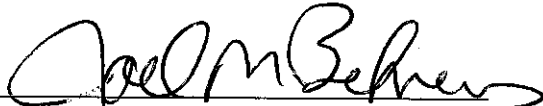
Richard H. Meyer, County Judge



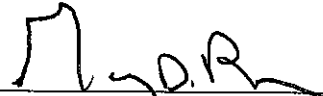
David Hall
Calhoun County Commissioner
Precinct 1



Vern Lyssy
Calhoun County Commissioner
Precinct 2



Joel Behrens
Calhoun County Commissioner
Precinct 3



Gary Reese
Calhoun County Commissioner
Precinct 4

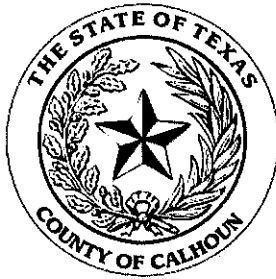
Anna Goodman, County Clerk

By: 
Deputy Clerk





Calhoun County
Multi-Jurisdictional Hazard Mitigation Plan





The following Hazard Mitigation Plan (HMP) is an updated and revised version of the HMP adopted in 2017 by Calhoun County and the Cities of Port Lavaca, Seadrift, and Point Comfort. Updates to the HMP (Plan) were completed by KSBR LLC in collaboration with the mentioned jurisdictions and various stakeholders. A list of the stakeholders is listed in Appendix A.

For more information, you may contact:

Katy Sellers, Principal

KSBR, LLC

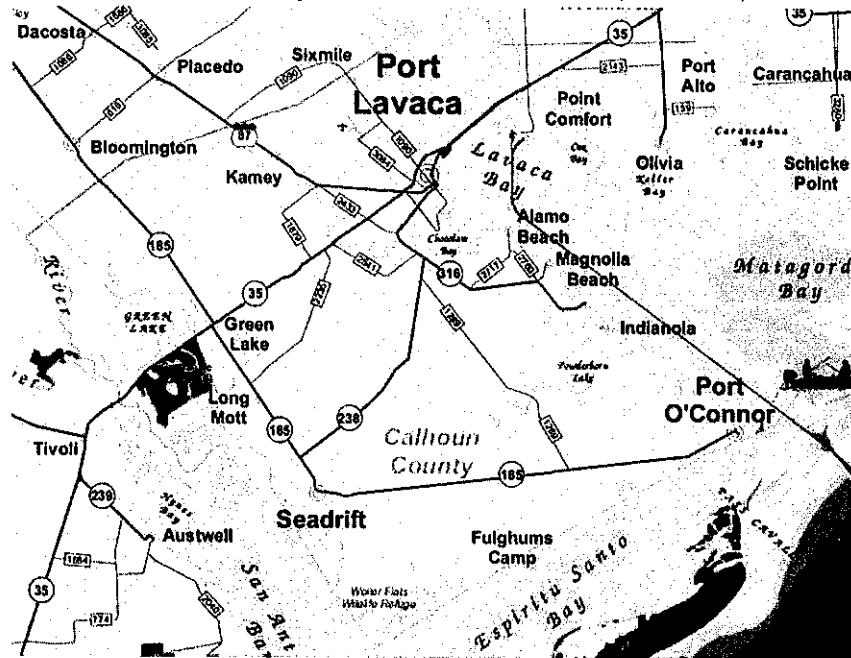
Katy@ksbr-llc.com



Background

In 2005, the Guadalupe Blanco River Authority (GBRA) facilitated the creation of a Hazard Mitigation Action Plan (HMAP) to protect the Guadalupe River Basin against all hazards. This plan was approved by the Federal Emergency Management Agency (FEMA) and involved seven counties and nineteen cities, including Calhoun County and the cities of Port Lavaca, Seadrift, and Point Comfort. GBRA updated the plan in 2011 and again in 2018. The latest version of the plan, along with the County's 2017 Hazard Mitigation Plan (HMP), were used as references to review and update this Plan.

Figure 1. Map of Calhoun County and Cities Port Lavaca, Seadrift, and Point Comfort



Scope

The Plan focuses on mitigating hazards classified as “high” or “moderate” risk as determined through a hazard risk assessment and a cost-benefit review. Hazards that pose a “low” risk will continue to be evaluated during future updates to the plan, but they may not be fully addressed until they are determined to be of “high” or “moderate” risk. This enables us to prioritize mitigation actions based on hazards that present the greatest risk to lives and property.

Purpose

This plan was led by Calhoun County using consulting support from KSBR LLC. The purpose was to include and collaborate with the cities of Port Lavaca, Seadrift, and Point Comfort, and all jurisdictions that are located within Calhoun County. These updates provided a new opportunity to evaluate successful mitigation actions and explore ways to avoid future disaster loss.



In updating the Plan, participants identified natural and man-caused hazards to be addressed to minimize or eliminate long-term risks to human life and property. FEMA defines Mitigation as “*sustained actions taken to reduce or eliminate long-term risk to people and property from hazards and their effects*”. Therefore, the purpose of the HMP is to continue developing successful mitigation projects to bring together the cities and counties to reduce the future risk of loss of life or damage to property.

Through this update process, Plan participants seek to:

- Assess previous mitigation projects and develop unique mitigation strategies to meet future development and risks;
- Encourage improvements in floodplain management, participation in the National Flood Insurance Program (NFIP), and qualifying for FEMA’s Community Rating System, thereby reducing flood insurance premiums for citizens;
- Devise solutions to strengthen emergency management by addressing “high” and “moderate” risk natural and man-caused hazards; and,
- Update and implement a comprehensive Hazard Mitigation Plan for the planning area, defined as the unincorporated area of Calhoun County and the cities of Port Lavaca, Seadrift, and Point Comfort.

Authority

The Plan Update is tailored specifically for Calhoun County and the Cities of Port Lavaca, Seadrift, and Point Comfort. The Plan complies with all requirements promulgated by the Texas Division of Emergency Management (TDEM) and all applicable provisions of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Section 104 of the Disaster Mitigation Act of 2000 (DMA 2000) (P.L. 106-390), and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004 (P.L. 108-264), which amended the National Flood Insurance Act (NFIA) of 1968 (42 U.S.C. 4001, et al). Additionally, the Plan complies with the Interim Final Rules for the Hazard Mitigation Planning and Hazard Mitigation Grant Program (44 CFR, Part 201), which specify the criteria for approval of mitigation plans required in Section 322 of the DMA 2000 and standards found in FEMA’s “Local Mitigation Plan Review Guide” (October 2011) and the “Local Mitigation Planning Handbook” (March 2013). The Plan is also developed in accordance with FEMA’s Community Rating System (CRS) Floodplain Management Plan standards and policies.



Summary of Sections

Section 1 - Planning Process

Section 2 - Hazard Identification and Assessment of Risks

Section 3 - Changes in Climate

Section 4 - Hazards

Section 5 - Mitigation Strategies and Actions

Section 6 - Plan Integration and Maintenance

Section 7 - Appendices

Summary of Appendices¹

Appendix A - List of the Planning Team and Stakeholders

Appendix B - Capability Assessments

Appendix C - Survey and Survey Responses

Appendix D - Detailed lists of Assets and Critical Infrastructure, Lifelines, and Hazardous Materials

Appendix E - Documentation of Meetings

Appendix F - List of Items That Were Reviewed and Considered During Update

Appendix G - List of Resources

Appendix H - Index of Figures

Appendix I - Index of Tables

¹For privacy concerns, the Appendices will not be made available to the public.



Section 1 - Planning Process

Plan Preparation and Development

Mitigation planning involves bringing together multiple components and players to create more disaster-resistant communities. This section provides an overview of the planning process, highlighting key steps and a detailed description of how stakeholders and the public were involved.

This Plan meets FEMA's requirement to provide updated hazard mitigation plans every five years. Many of the natural and man-caused disasters that affect Calhoun County, and the cities of Port Lavaca, Seadrift, and Point Comfort are the same as the hazards addressed in the 2018 GBRA Hazard Mitigation Plan.

However, this updated 2023-2028 Hazard Mitigation Plan includes current data that reflect changing demographics and mitigation strategies for each participating jurisdiction.

According to 44 CFR 201.6 (d) (3), the Plan must describe the process used to revise each section.

Kick Off Meeting

On January 12, 2023, the County met with KSBR, LLC (KSBR), the Texas Department of Emergency Management (TDEM), and the Texas General Land Office (GLO) to have a Kickoff Meeting and initiate the conversation about the process and expectations for updating the County's multi-jurisdictional HMP.

Planning and Development

From February to July of 2023, KSBR worked on start-up documentation, data collection, and research to prepare for the first Planning Committee (Team) meeting and the public meetings that would follow.

On June 28, 2023, the first Planning Committee meeting was held, and it was composed of the city of Port Lavaca, Seadrift, Point Comfort, Calhoun County, KSBR, and invited stakeholders. During this meeting, the Team reviewed, analyzed, and commented on sections of the County's 2017 HMP and the GBRA 2018 HMAP. Upon review of the risk assessment's introductory and overview sections, the Committee decided to keep the same hazards in this updated plan while adding winter storms as an identified hazard and including a new section addressing climate change. Section 3 of this HMP addresses changes in climate.

After the first team meeting, KSBR began working on the Risk Assessment. For this work, we also considered the jurisdictions' capabilities and vulnerabilities. Critical facilities, building counts, and losses were updated to reflect changes over the past five years. The overall goals of the 2018 GBRA Hazard Mitigation Plan were reviewed, and it was determined that two goals would remain in the Plan. Goal 1 protects public health and safety, and Goal 2 increases intergovernmental entities' coordination and cooperation in hazard mitigation. We have kept these goals in mind while updating the County's HMP. After holding a Planning Committee meeting and establishing its members, public meetings were conducted.



The Risk Assessment and HMP requirements for updating the current HMP were shared at the first public meeting. At the second public meeting, a public survey was introduced, and stakeholders from each jurisdiction were encouraged to share their thoughts and ideas for the HMP updates via survey, phone, or email. Stakeholders were given three weeks, from September 7 to September 28, 2023, to submit their survey responses.

Along with input from the Planning Committee, risk assessment findings, and information collected from the public survey and meetings, KSBR began updating the County's multi-jurisdictional HMP.

Public and Stakeholder Involvement

A vital component of mitigation planning is public participation and stakeholder involvement. Input from individual citizens and the community gives the planning team a greater understanding of local concerns and increases the likelihood of successfully implementing mitigation actions.

Public Participation

Public involvement in the plan's development was sought through public meetings, a survey, and the draft plan available for public review on the Calhoun County website and all governmental offices.

Public Meetings

Public meetings were held in Calhoun County. Sign-in Sheets from the meetings and workshops can be found in Appendix E.

- The first public meeting was held on July 5, 2023, in Port Lavaca, during a Commissioners Court Meeting.
- The second public meeting was held on September 7, 2023, in Seadrift, TX during one of the City Council meetings.
- A third public meeting was held on April 17, 2024, in Port Lavaca, during a Commissioners Court meeting.
- Each jurisdiction approved the final draft of the HMP at their May meetings and the draft was submitted to TDEM on by June 30, 2024.

Public Participation Survey

In addition to the open public meetings, the Cities of Port Lavaca, Seadrift, Point Comfort, and Calhoun County received input from citizens and stakeholders through a public participation survey. This survey was designed to collect data and information from residents in the cities of Port Lavaca, Seadrift, Point Comfort, and Calhoun County. The information gathered from the public participation survey was evaluated and included in identifying and ranking the hazards that our coastal communities are exposed to.

The public participation survey was distributed via a QR code at the second public meeting made available via a link on the Calhoun County website and published in the local newspaper. The public responses to the survey are provided in Appendix B.



Stakeholder Involvement

Stakeholders provide an essential service in hazard mitigation planning. Throughout the planning process, members from community groups, local businesses, schools, surrounding communities, regional agencies, and hospitals were invited to provide feedback regarding the HMP and attend the public meetings.

The targeted groups are listed below:

- Cities of Seadrift, Point Comfort, and Port Lavaca
- Calhoun County
- Guadalupe Blanco River Authority (GBRA)
- Memorial Medical Center
- Calhoun County Independent School District (CCISD)
- Calhoun County 911 Emergency
- Calhoun County Office of Emergency Management
- Seadrift, Point Comfort, and Port Lavaca Fire/Police
- Our Lady of the Gulf Catholic School
- All jurisdictions within the Calhoun County boundaries (incorporated and unincorporated)

Section 2 – Hazard Identification and Assessment of Risks

Following the kickoff meeting, KSBR, LLC began submitting start-up documents for the GLO grant and collecting data for the next meeting. Planning Team members from the cities of Port Lavaca, Seadrift, Point Comfort, and Calhoun County met to conduct hazard identification and discuss a plausible schedule for completing the HMP updates.

A risk assessment for the updated HMP was completed. Potential dollar losses from each hazard were estimated. The assessments examined the impact of various hazards on the built environment (e.g., residential, commercial, industrial), critical facilities, lifelines, and infrastructure. The resulting risk assessment profiled hazard events provided information on previous occurrences, estimated the probability of future events, and detailed the extent and magnitude of impact on people and property.

The hazards identified as significant are listed in Table 1. These hazards are divided into two main categories: natural and technological. Natural hazards include hazards categorized as atmospheric, hydrologic, and other. Atmospheric hazards are events or incidents associated with weather-generated phenomena; these include extreme heat, hurricane/tropical storms, hailstorms, lightning, tornados, wildfires, winter storms, and windstorm events. Hydrologic hazards are events or incidents associated with water-related damage and account for over 75 percent of Federal disaster declarations in the United States. Hydrologic hazards classified as significant include coastal erosion, drought, expansive soils, floods, and land subsidence. For the purpose of risk assessment, “other” natural hazards consist of infectious diseases.

The term “technological hazards” refers to the origins of incidents that can arise from human activities, such as dam failure. Such hazards are those in manufacturing, transportation, storage, and use of hazardous material, the use of gas and oil pipelines, and an act of terrorism.



These hazards are distinct from natural hazards primarily in that they originate from human activity. While the risks presented by natural hazards may be increased or decreased due to human activity, they are not inherently human-induced.

Table 1. List of Identified Hazards

Hazard	Description	Updates
Atmospheric		
Hurricanes/ Tropical Storms	Hurricanes and tropical storms are classified as cyclones and defined as any closed circulation developing around a low-pressure center in which winds rotate counterclockwise in the Northern Hemisphere (or clockwise in the Southern Hemisphere) with a diameter averaging 10 to 30 miles across. When maximum sustained winds reach or exceed 39 mph, the system is designated a tropical storm, named, and closely monitored by the National Hurricane Center. The storm is deemed a hurricane when sustained winds reach or exceed 74 mph. The primary damaging forces associated with these storms are high-level sustained winds, heavy precipitation, and tornadoes. Coastal areas are also vulnerable to the additional forces of storm surge, wind-driven waves, and tidal flooding, which can be more destructive than cyclone wind.	
Extreme Heat	Extreme heat is the condition whereby temperatures hover ten degrees or more above the average elevated temperature in a region for an extended period.	
Hailstorms	Any storm that produces hailstones that fall to the ground; usually used when the amount or size of the hail is considered significant.	
Wildfires	A large, destructive fire that spreads quickly. For example, an uncontrolled fire burning in an area of vegetative fuels such as grasslands, brush, or woodlands. Heavier fuels with high continuity, steep slopes, high temperatures,	This hazard was added to the atmospheric hazard list as it is not only caused by man. In recent years, wildfires have been caused



	low humidity, low rainfall, and high winds all work to increase the risk for people and property located within wildfire hazard areas or along the urban/wild land interface. Wildfires are part of the natural management of forest ecosystems; however, most are caused by human factors.	by extreme heat and drought.
Lightning	The flashing of light produced by a discharge of atmospheric electricity; <i>also</i> : the discharge itself.	
Windstorms	A storm with high winds or violent gusts but little or no rain.	
Tornado	A tornado is a violently rotating column of air that has contact with the ground and is often visible as a funnel cloud. Its vortex rotates cyclonically with wind speeds ranging from as low as 40 mph to as high as 300 mph. The destruction caused by tornadoes ranges from light to catastrophic depending on the storm's intensity, size, and duration.	
Winter storms	A winter storm is a combination of heavy snow, blowing snow and/or dangerous wind chills. A winter storm is life-threatening. Blizzards are dangerous winter storms that combine blowing snow and wind, resulting in low visibility.	This hazard was added due to the number of winter storms over the past 5 years.
<u>Hydrologic</u>		
Coastal Erosion	The wearing away of land and the removal of beach or dune sediments by wave action, tidal currents, wave currents, drainage, or high winds.	
Drought	A prolonged period of less than normal precipitation such that the lack of water causes a serious hydrologic imbalance. Common effects of drought include crop failure, water supply shortages, and fish and wildlife mortality.	
Expansive Soils	Soils that expand when water is added and shrink when they dry out. This continuous	



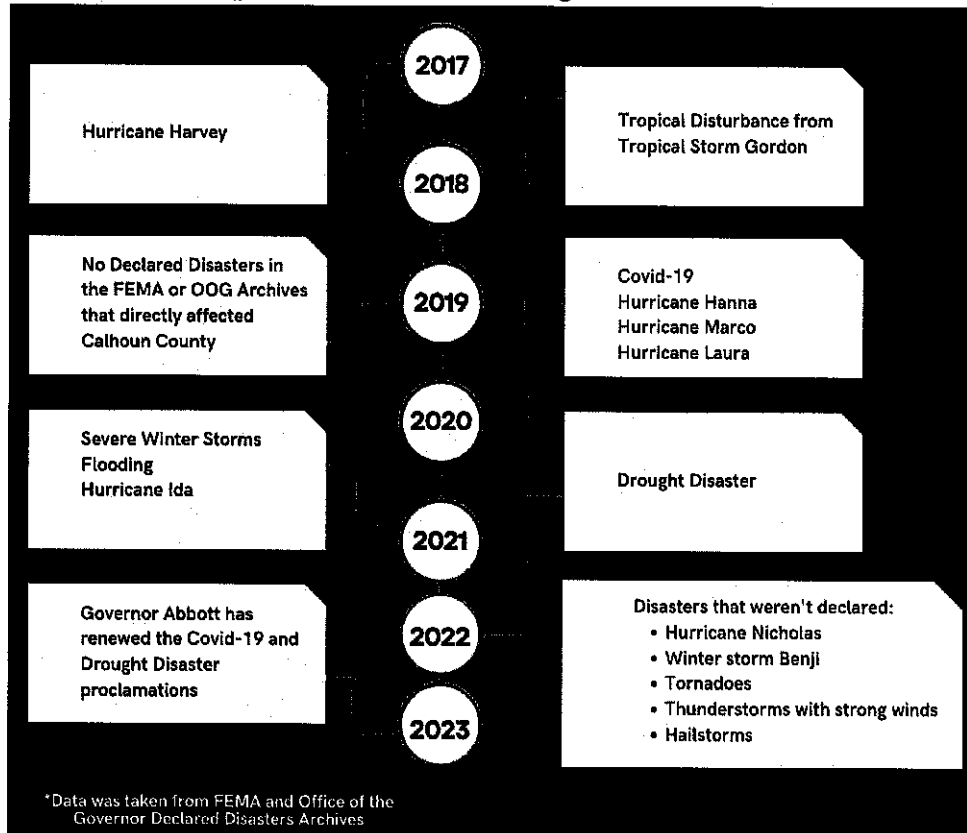
	change in soil volume can cause homes built on this soil to move unevenly and crack.	
Flooding	The accumulation of water within a water body, which results in the overflow of excess water onto adjacent lands, usually floodplains. A floodplain is the land adjoining the river, stream, ocean lake or other watercourse or water body susceptible to flooding. Most floods fall into the following three categories: riverine flooding, coastal flooding, or shallow flooding.	
Land Subsidence	The gradual settling or sudden sinking of the Earth's surface owing to subsurface movement of earth materials.	
<u>Other</u>		
Infectious Disease	Infectious diseases are illnesses caused by germs (such as bacteria, viruses, and fungi) that enter the body, multiply, and can cause an infection. Some infectious diseases are contagious (or communicable), meaning they can spread from one person to another.	This definition was updated to include bacteria, viruses, and fungi.
<u>Technological</u>		
Dam Failure	A dam failure is an uncontrolled release of water from a reservoir through a dam due to structural failures or deficiencies. Dam failures can range from minor to catastrophic and can harm human life and property downstream.	This definition was updated to reflect what dam failure is and not just the description of a dam.
Hazardous Materials Release	Hazardous materials come in the form of explosives, flammable and combustible substances, poisons, and radioactive materials. A hazardous material (HAZMAT) incident involves a substance outside normal safe containment in sufficient concentration to threaten life, property, or the environment.	
Pipeline Failure	An estimated 2.2 million miles of pipelines in the United States carry hazardous materials such as oil and natural gas. Pipelines are out of sight and unnoticed yet have caused fires and explosions that have	This definition was updated to include examples of pipeline failure.



	<p>killed. Pipelines are damaged mechanically when subjected to external interferences. Mechanical defects such as dents, cracks, gouges, and scratches are prevalent in pipes. This damage can sometimes occur close to one another, resulting in a single defect in the pipe wall.</p>	
Terrorism	<p>Terrorism is the use of force or violence against persons or property in violation of the criminal laws of the United States for purposes of intimidation, coercion, or ransom.</p>	

Calhoun County 2017 Multi-jurisdictional HMP, 2023 Risk Assessment, and Planning Committee discussions.

Figure 2. Hurricane, Tropical Storm, and Flooding Occurrences Over the Last Five Years



All jurisdictions affected by these; including data from 2017-2023

Section 3 – Changes in Climate

According to FEMA, the Federal Emergency Management Agency is committed to promoting resilience. Resilience refers to the ability to adapt to changing conditions and rapidly recover from disruptions due to emergencies.



The concept of resiliency, especially in a community, includes adopting mitigation strategies that will allow the community to be better prepared for future hazards. Finding ways to incorporate comprehensive mitigation measures includes preparing for the impacts of climate change.

It is no secret that the climate is changing. It is snowing in areas that aren't used to snow, and wildfires are prevalent due to decreased precipitation and increased heat. As the Committee and stakeholders met to discuss the HMP updates, they considered climate change as a factor and highlighted weather patterns that are becoming increasingly hazardous to the community. For this reason, wildfires and winter storms have been added to the list of atmospheric hazards, and mitigation strategies for these are also included in Section 4 below.

FEMA's Resilience and Climate Change Job Aid

Section 4 – Hazards

4.1 Atmospheric:

- ***Hurricanes and Tropical Storms***

Hazard Description - According to the National Oceanic and Atmospheric Administration (NOAA), a hurricane is an intense tropical weather system of strong thunderstorms with well-defined surface circulation and maximum sustained winds of 74 mph or higher. In the Northern Hemisphere, the circulation of winds near the Earth's surface is counterclockwise.

A tropical depression intensifies into a tropical storm when maximum sustained winds increase to between 39-73 mph. At these wind speeds, the storm becomes more organized and circular and begins to resemble a hurricane. Tropical storms can be equally problematic without even becoming a hurricane. However, most problems a tropical storm causes stem from heavy rainfall, high winds, and tidal surge. Incipient hurricane development is evident once barometric pressure in the center decreases and winds increase. If atmospheric and oceanic conditions are favorable, the disturbance can intensify into a tropical depression. The system becomes a tropical storm when maximum sustained winds reach or exceed 39 mph.

Hurricanes are categorized according to the strength of their winds using the Saffir-Simpson Hurricane Scale (See Figure 3). A Category 1 storm has the lowest wind speeds, while a Category 5 hurricane has the highest. This scale only ranks wind speed, but lower-category storms can inflict greater damage than higher-category storms depending on where they strike, other weather they interact with, and how slow they move.

The ingredients for a hurricane include a pre-existing weather disturbance, warm tropical oceans, moisture, and relatively light winds aloft. Persistent, favorable conditions can produce violent winds, destructive waves, torrential rains, and powerful floods. Annually, an average of ten tropical storms develop over the Atlantic Ocean, the Caribbean Sea, and the Gulf of Mexico. Many of these storms become hurricanes. In an average 3-year period, roughly five hurricanes strike the US coastline, killing 50 to 100 people anywhere from Texas to Maine. Of these, two are typically "major" or "intense" hurricanes (a Category 3 or higher storm on the Saffir-Simpson Hurricane Scale). See the figures below for more information.

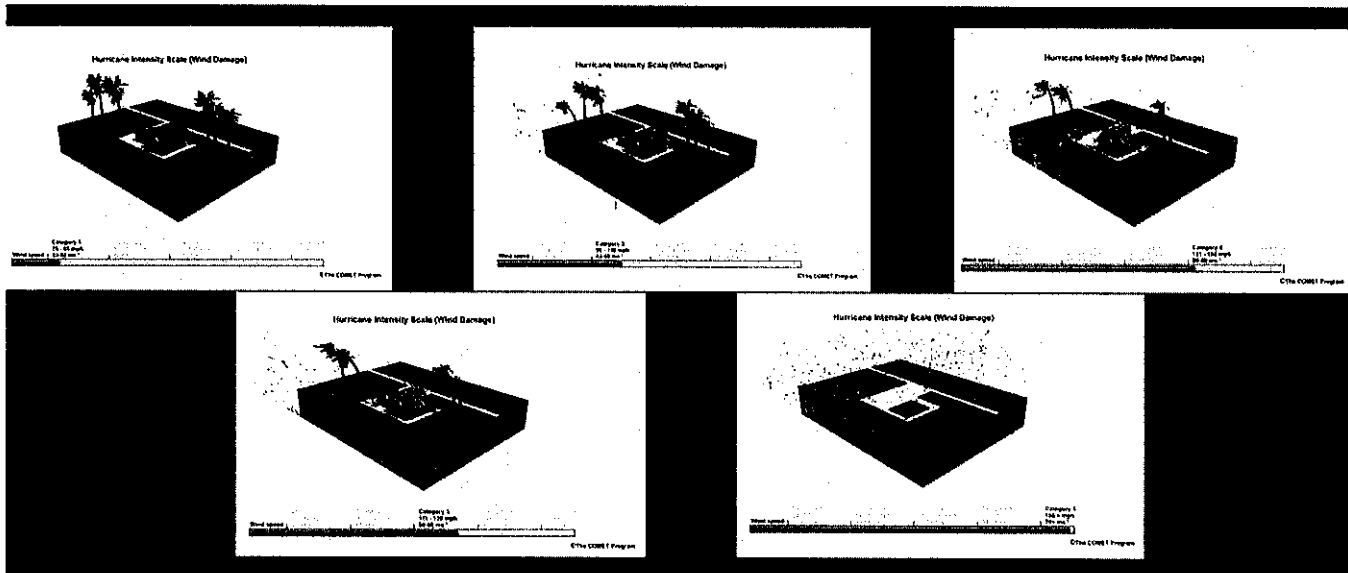


Figure 3. Saffir- Simpson Hurricane Scale

Category	Sustained Winds	Types of Damage Due to Hurricane Winds
1	74-95 mph 84-82 kt 119-153 km/h	Very dangerous winds will produce some damage: Well-constructed frame homes could have damage to roof, shingles, vinyl siding and gutters. Large branches of trees will snap and shallowly rooted trees may be toppled. Extensive damage to power lines and poles likely will result in power outages that could last a few to several days.
2	96-110 mph 83-95 kt 154-177 km/h	Extremely dangerous winds will cause extensive damage: Well-constructed frame homes could sustain major roof and siding damage. Many shallowly rooted trees will be snapped or uprooted and block numerous roads. Near-total power loss is expected with outages that could last from several days to weeks.
3 (major)	111-129 mph 98-112 kt 178-208 km/h	Devastating damage will occur: Well-built framed homes may incur major damage or removal of roof decking and gable ends. Many trees will be snapped or uprooted, blocking numerous roads. Electricity and water will be unavailable for several days to weeks after the storm passes.
4 (major)	130-156 mph 113-136 kt 209-251 km/h	Catastrophic damage will occur: Well-built framed homes can sustain severe damage with loss of most of the roof structure and/or some exterior walls. Most trees will be snapped or uprooted and power poles downed. Fallen trees and power poles will isolate residential areas. Power outages will last weeks to possibly months. Most of the area will be uninhabitable for weeks or months.
5 (major)	157 mph or higher 137 kt or higher 252 km/h or higher	Catastrophic damage will occur: A high percentage of framed homes will be destroyed, with total roof failure and wall collapse. Fallen trees and power poles will isolate residential areas. Power outages will last for weeks to possibly months. Most of the area will be uninhabitable for weeks or months.

<https://ialert.com/blog/weather-articles/saffir-simpson-hurricane-wind-scale/>

Figure 4. Hurricane Intensity Scale (Wind Damage) Depictions



https://riskfactor.com/county/calhoun-county-tx/48057_fsid

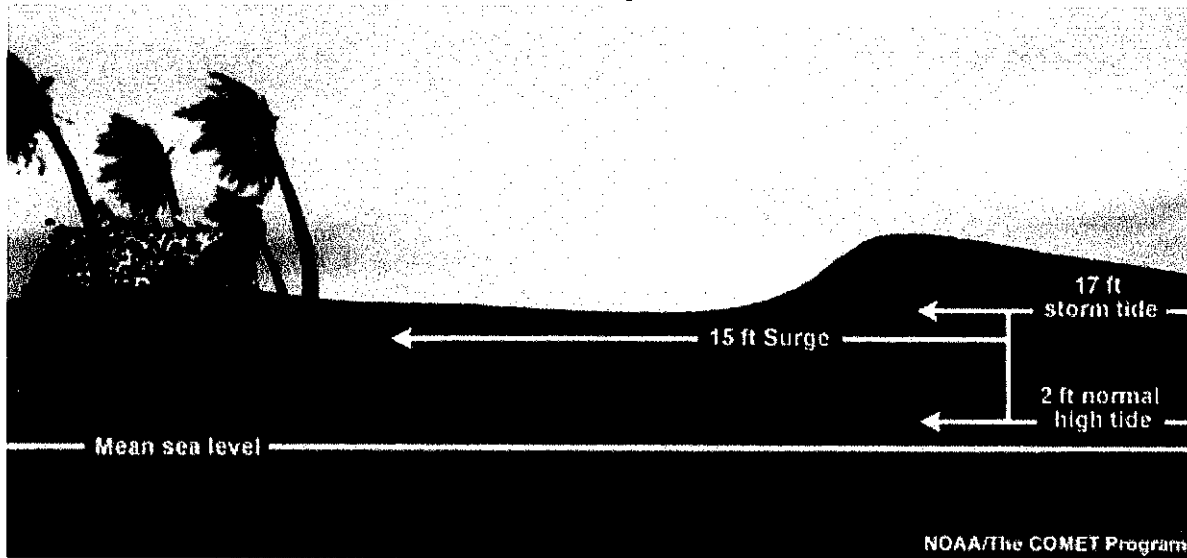
According to the National Hurricane Center, the greatest potential for loss of life related to a hurricane is from the storm surge. Low pressure and high circular winds “pile” the water into a dome shape that can be 50-100 miles wide.



The surge travels with the storm and is most severe on the right side of the storm, relative to the direction the storm travels. Surge can be 15 feet deep, topped by waves, and make landfall ahead of the eye. Wind-driven waves are superimposed on the storm tide.

This rise in water level can cause severe flooding in coastal areas, particularly when the storm tide coincides with normal high tides. Figure 5 is a diagram from the National Oceanic and Atmospheric Administration (NOAA) that depicts the possible level of storm surge, compared to sea level and a normal high tide.

Figure 5. Storm Surge vs Storm Tide



https://riskfactor.com/county/calhoun-county-tx/48057_fsld

Location - All jurisdictions in this plan are coastal communities surrounded by San Antonio Bay, Lavaca Bay, and Matagorda Bay and facing the Gulf of Mexico. Calhoun County has more than 560 miles of shoreline, making all jurisdictions vulnerable to high-force winds, storm surges, and flooding. Coastal flood inundation is where there is potential for damage to property and loss of life due to storm surge-induced high-velocity wave action.

Extent - All jurisdictions have been affected by hurricanes and tropical storms in the past. The extent of a hurricane for all our jurisdictions can range from Category 1 to Category 5 and have a devastating effect from wind and storm surges.

The city of Port Lavaca is the county seat and the largest town in Calhoun County. It supplies other cities and unincorporated areas with medical services, grocery stores, gasoline, and other critical facilities. If these services were interrupted by a hurricane or tropical storm, then this area would need outside assistance.



The cities of Point Comfort and Seadrift also rely on Port Lavaca for critical facilities. Without the services Port Lavaca supplies, our county would have to request assistance outside this county. Calhoun County industries employ numerous persons from all jurisdictions and if these industries were shut down due to a hurricane, then our local economy and citizens would be substantially affected.

Historical Occurrences - Figure 2, shown in Section 1, lists Declared Disasters that took place from 2017-2022, including hurricanes. Of the disasters listed, six are hurricanes. Hurricane Harvey was the strongest of the hurricanes, lasting from August 17 to September 3, 2017. To date, the jurisdictions listed in this plan are still recovering from this Category 4 hurricane that brought on wind speeds surpassing 130 mph.

Next is Hurricane Hanna, which occurred from July 23 to 26, 2020. Although only a Category 1 hurricane, Hanna caused severe damage and is known as the first July Hurricane to make landfall in Texas since Hurricane Dolly, which happened in July 2008. Following Hurricane Hanna are Hurricanes Marco and Laura, which took place back-to-back from August 20 to 29, 2020.

Hurricane Marco peaked at Category 1 with winds speeds up to 75 mph. However, Hurricane Laura peaked at Category 4. Although it caused more damage in Louisiana, Hurricane Laura brought tornado warnings and strong winds in the Calhoun County area.

In 2021, Hurricane Ida began as a tropical storm that became a Category 4 Hurricane. Like Hurricane Laura, Hurricane Ida led the County to experience adverse effects from the storm but not its full capacity. Hurricane Ida took place from August 26 to September 4, 2021, and was followed by Hurricane Nicholas from September 12 to 18, 2021.

Hurricane Nicholas was also a Category 1 and made landfall at 75 mph. Changes in the climate and data indicate that the Texas Coast, including Calhoun County, will continue to see increases in Hurricanes in the years ahead.

Probability of Future Events - Hurricanes occur in seasonal patterns between June 1st and November 30th. Warning time for hurricanes has lengthened due to modern and early warning technology. Based on the historical frequency of significant hurricane wind and surge events, the probability of future hurricane or tropical storm events is at least once a year. By importing the data in Figure 2 into the formula Occurrence/Time Frame = Probability of Future Events, we can predict that hurricanes have a 100% chance of occurring and tropical disturbances a 16.7% chance.

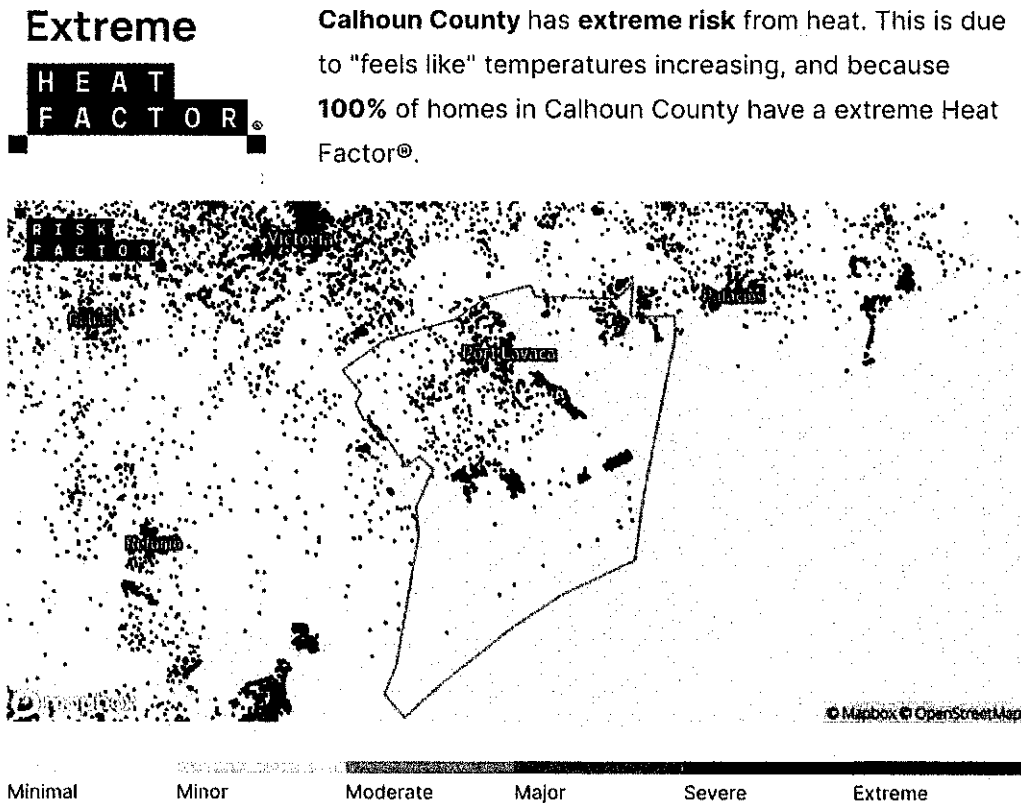
Assets, Vulnerabilities, and Impact - The following tables present vulnerability and impact, both to infrastructure and critical facilities that are potentially at risk. The tables provide information on the infrastructure and lifelines, including building values, oil and gas pipelines, highways, railroads, hazardous material sites, and approximate locations of critical facilities in the cities of Port Lavaca, Seadrift, Point Comfort, and Calhoun County. Critical facilities are also listed in detail in Appendix D¹.



- **Extreme Heat**

Hazard Description – Severe and excessive heat is characterized by exceptionally high temperatures and humidity. When these conditions persist, it is called a heat wave. Although heat can damage buildings and facilities, it presents a more significant threat to the safety and welfare of citizens. The major human risks associated with extreme heat include heat cramps, sunburn, dehydration, fatigue, heat exhaustion, and even heat stroke. The most vulnerable populations to heat casualties are children and the elderly or infirmed, who frequently live on low fixed incomes and cannot afford to run air-conditioning regularly. This population is throughout all jurisdictions and is sometimes isolated, with no immediate family or friends to look out for their well-being. Severe heat is an invisible killer.

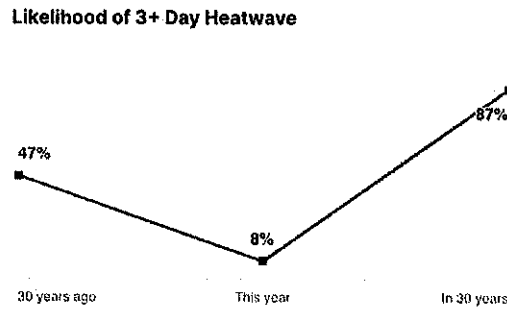
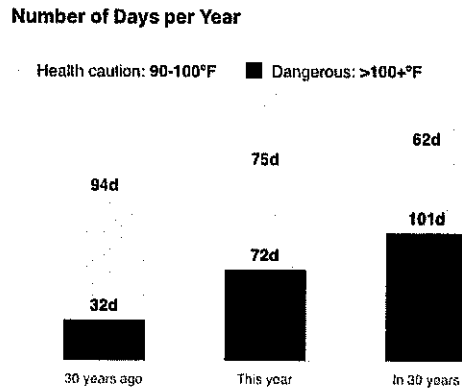
Figure 6. Extreme Heat Risk Factor in Calhoun County



https://riskfactor.com/county/calhoun-county-tx/48057_fsid

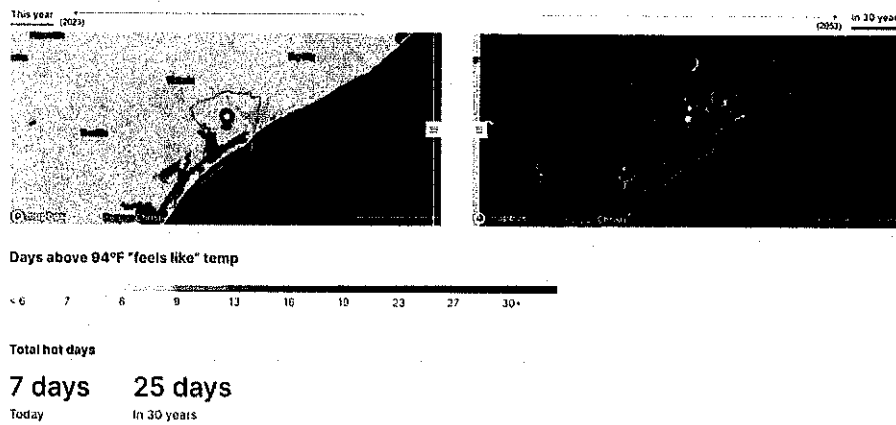


Figure 7. Number of Days Per Year with High Temperatures for Calendar Year 2022



https://riskfactor.com/county/calhoun-county-tx/48057_fsid

Figure 8. A Comparison of Total Hot Days Today vs. In 30 Years (2022)



https://riskfactor.com/county/calhoun-county-tx/48057_fsid



Location - All jurisdictions are susceptible to extreme heat at least once every year. Though injuries or deaths from extreme heat have been recorded, there is no specific geographic scope to the extreme heat hazard. Extreme heat could occur anywhere.

Extent - Higher than normal humidity and temperatures can cause an extreme heat event or heat wave to occur. A heat wave is a prolonged period of excessive heat, most often in very humid conditions.

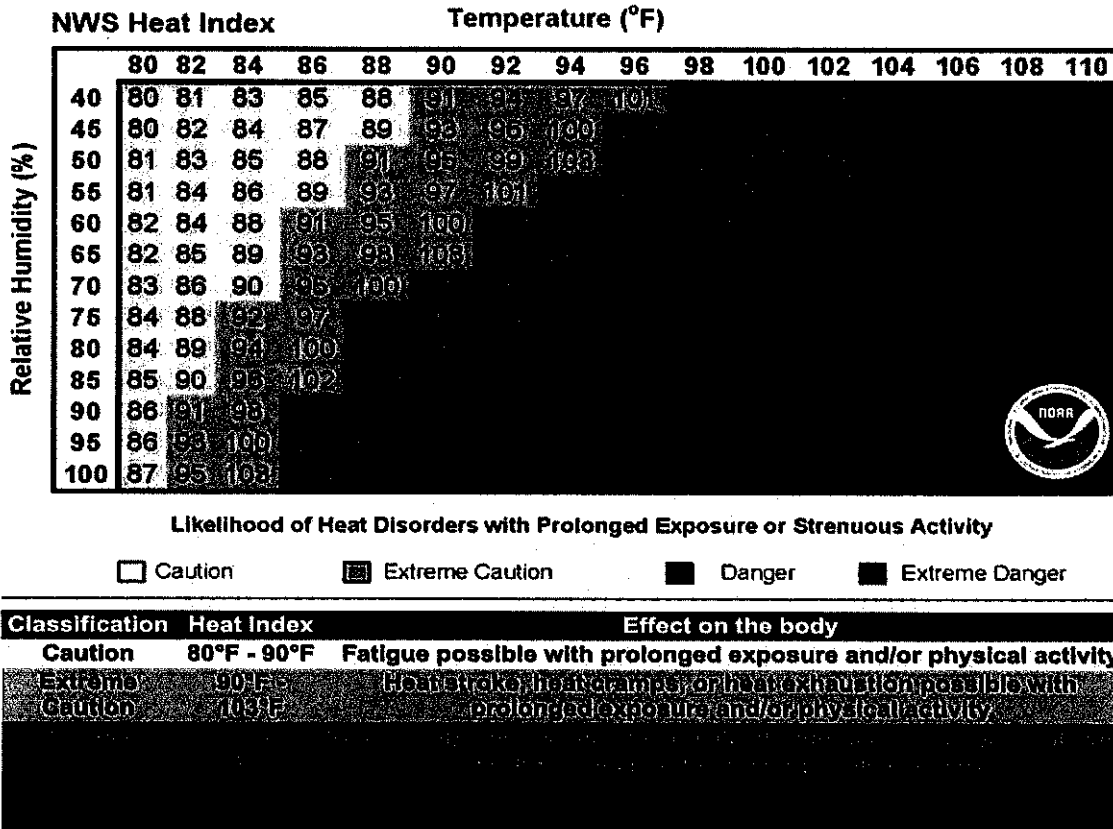
The magnitude or intensity of an extreme heat event is measured according to temperature in relation to the percentage of humidity. According to the National Oceanic Atmospheric Administration (NOAA), this relationship is referred to as the "Heat Index" and is depicted in Figure 9. This index measures how hot it feels outside when humidity is combined with high temperatures. The extent scale in Figure 9 displays varying degrees of caution depending on the relative humidity combined with the temperature. For example, when the temperature is at 90 degrees Fahrenheit or lower, caution should be exercised if the humidity level is at or above 40 percent.

The shaded zones on the chart indicate varying symptoms or disorders that could occur depending on the magnitude or intensity of the event. "Caution" is the first level of intensity where fatigue due to heat exposure is possible. "Extreme Caution" indicates that sunstroke, muscle cramps, or heat exhaustion are possible, whereas a "Danger" level means that these symptoms are likely. "Extreme Danger" indicates that heat stroke is likely. The National Weather Service (NWS) initiates alerts based on the Heat Index, as shown in Figure 9. Based on the extent scale in Figure 9, an extreme summer heat event could occur with an air temperature as low as 80 degrees Fahrenheit if the percentage of humidity was equal to or greater than 40 percent. Even though this temperature seems relatively low, given the high humidity, fatigue is possible.

Citizens, especially children and the elderly in all jurisdictions, should exercise caution by staying out of the heat for prolonged periods at this temperature and relative humidity. As the chart indicates, fatigue is only possible but can occur with prolonged exposure or physical activity. Citizens who work outdoors should exercise caution even at the lower temperature if the humidity is at a high degree. With prolonged exposure or physical activity, fatigue could set in, causing dizziness, headaches, or nausea.



Figure 9. Heat Index



<https://www.weather.gov/ama/heatindex>

Table 2. Extreme Summer Heat Warnings

Intensity	Detailed Description
Excessive Heat Warning- Take Action	An Excessive Heat Warning is issued within 12 hours of the onset of extremely dangerous heat conditions. The general rule of thumb for this Warning is when the maximum heat index temperature is expected to be 105 degrees or higher for at least 2 days, and nighttime air temperatures will not drop below 75 degrees; however, these criteria vary across the county, especially for areas not used to extreme heat conditions. If you don't take precautions immediately when conditions are extreme, you may become seriously ill or even die.
Excessive Heat Watches- Be Prepared	Heat watches are issued when conditions are favorable for an excessive heat event in the next 24 to 72 hours. They are used when the risk of a heat wave has increased, but its occurrence and timing are still uncertain.



Heat Advisory- Take Action	A Heat Advisory is issued within 12 hours of the onset of extremely dangerous heat conditions. The general rule of thumb for this Advisory is when the maximum heat index temperature is expected to be 100 degrees or higher for at least 2 days, and nighttime air temperatures will not drop below 75 degrees; however, these criteria vary across the country, especially for areas that are not used to dangerous heat conditions. Take precautions to avoid heat illness. If you don't take precautions, you could become seriously ill or even die.
Excessive Heat Outlooks	These are issued when the potential exists for an excessive heat event in the next 3-7 days. An Outlook provides information to those who need considerable lead-time to prepare for the event.

Historical Occurrences – According to the U.S. Climate Resilience Toolkit's Fifth National Climate Assessment, Texas has and will continue to experience an increase in extreme temperatures, endangering outside activities, and putting those who participate in them at risk. The next two figures show the increase in temperatures through 2023.

Figure 10. Projected Change in Annual Number of Days of 100 °F or Higher

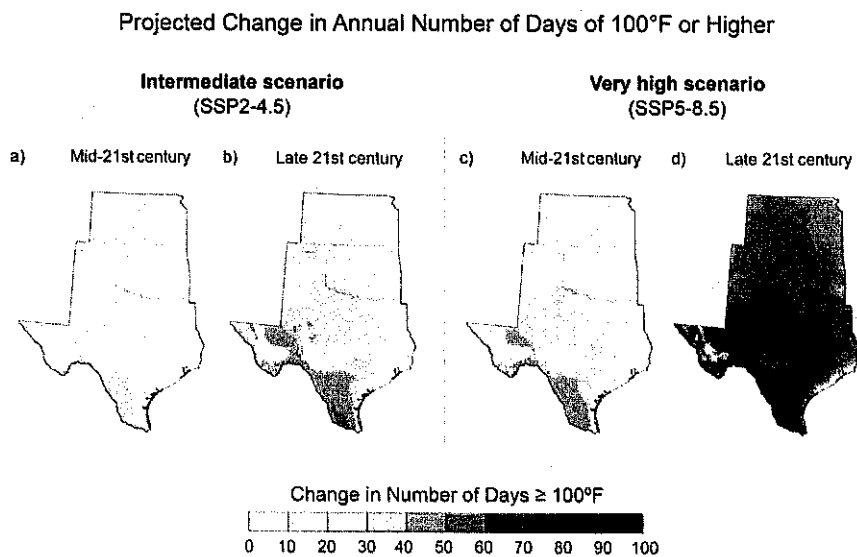
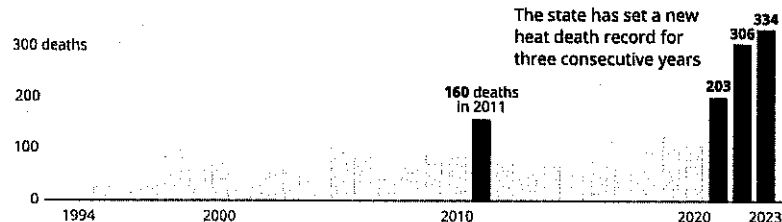




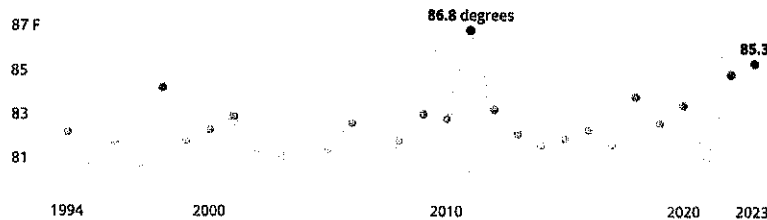
Figure 11. Number of Deaths due to Heat in Texas in 2023

A record number of people died due to heat in Texas in 2023

In 2023, 334 people died from heat-related causes in Texas according to state data. That's more than double the number recorded in 2011, which was the record high until 2021.



Meanwhile, 2023 saw the second-highest average summer temperatures on record.



Note: Death data includes heat-related deaths which occurred in Texas, regardless of where the person lived. Death data from 2021 to 2023 is not final and data for 2023 is current through the end of November. Temperature data represents statewide average temperatures from June to August, and the record goes back to 1895.
Source: Texas Department of State Health Services, National Oceanic and Atmospheric Administration
Credit: Yuriko Schumacher

<https://www.texastribune.org/2024/01/12/texas-heat-deaths-2023-record-climate-change/>

Probability of Future Events - The future probability of occurrence of excessive summer heat is yearly, with at least one event possible every year. Extreme drought conditions and above-average temperatures can affect all jurisdictions in any given year. In the past, Calhoun County has issued burn bans to prevent the occurrence of wildfires due to extreme heat and dry conditions.

Assets, Vulnerabilities, and Impact – Though the potential impact of excessive summer heat was viewed as minor in the 2017-2022 HMP, there is enough evidence to consider the impact of extreme heat more seriously. The Fifth National Climate Assessment points out that “Climate change is beginning to alter how we live in... putting us at risk from climate hazards that degrade our lands and waters, quality of life, health and well-being, and cultural interconnectedness... Many climate hazards are expected to become more frequent, intense, or prolonged; to broaden in spatial extent; and to result in more people experiencing costly, deadly, or stressful climate-related conditions”.

While all jurisdictions are exposed to extreme temperatures, existing buildings, infrastructure, and critical facilities are not considered vulnerable to significant damage caused by extreme heat events, unless the events cause a wildfire.



Therefore, any estimated property losses associated with these hazards are anticipated to be minimal. However, extreme temperatures present significant life and safety threats to the population and significantly impact livestock and agriculture.

- **Hailstorms**

Hazard Description - Hailstorms are a potentially damaging outgrowth of severe thunderstorms. Early in the developmental stages of a hailstorm, ice crystals form within a low-pressure front due to the rapid rising of warm air into the upper atmosphere and subsequent cooling of the air mass. Frozen droplets gradually accumulate into ice crystals until they fall as precipitation that is round or irregularly shaped masses of ice greater than 0.75 inches in diameter. The size of hailstones is a direct result of the size and severity of the storm. High-velocity updraft winds are required to keep hail in suspension in thunderclouds. The strength of the updraft is a byproduct of heating on the Earth's surface. Higher temperature gradients above the Earth's surface result in increased suspension time and hailstone size.

Location - Hailstorms vary tremendously in terms of size, location, intensity, and duration but are considered frequent occurrences throughout our area. All jurisdictions are uniformly exposed to hail events just as they are exposed to the thunderstorms that produce the hail events.

Extent - The severity of hail events ranges based on the hail size, winds, and structures in the path of a hailstorm. Storms that produce high winds in addition to hail are most damaging and can result in numerous broken windows and damaged siding. Fortunately, most hailstorms produce marble-size or smaller hailstones. These can cause crop damage, but they usually do not damage buildings or automobiles. Larger hailstones can destroy crops, livestock, and wildlife and can cause extensive damage to buildings, including roofs, windows, and outside walls. Vehicles can be total losses. A scale showing intensity categories is included in Table 3 below.

The range of intensity for a hailstorm event is anywhere from H0 to H10 on the Hail Intensity Scale. Based on historical occurrences, the city of Port Lavaca has experienced a hailstorm of H3, the city of Seadrift experienced H3, the city of Point Comfort has no recorded events, and Calhoun County has experienced H10.

Table 3. TORRO Hailstorm Intensity Scale

Size Code	Intensity Category	Size (Diameter in mm)	Descriptive Term	Typical Damage
H0	Hard Hail	5-9	Pea	No damage
H1	Potentially Damaging	10-15	Mothball	Slight damage to plants and crops
H2	Potentially Damaging	16-20	Marble /Grape	Significant damage to plants and crops



H3	Severe	21-30	Walnut	Severe damage to plants and crops
H4	Severe	31-40	Pigeon's egg > squash ball	Widespread glass and auto damage
H5	Destructive	41-50	Golf ball > Pullet's egg	Widespread destruction of glass, roofs, and risk of injuries
H6	Destructive	51-60	Hen's egg	Aircraft bodywork dented and brick walls pitted
H7	Very Destructive	61-75	Tennis ball > cricket ball	Severe roof damage and risk of serious injuries
H8	Very Destructive	75-90	Large orange > soft ball	Severe damage to all structures
H9	Super Hailstorms	90-100	Grapefruit	Extensive structural damage, could cause fatal injuries
H10	Super Hailstorms	>100	Melon	Extensive structural damage, could cause fatal injuries

<https://www.torro.org.uk/research/hail/hscale>

Historical Occurrences – According to the NCDC (National Climatic Data Center), there were no hailstorms in Calhoun County from 2015 to 2023.

Probability of Future Events – There were 18 occurrences between 1950-2015, therefore, the probability of a hailstorm happening again is approximately 25%.

It is possible that additional hail events may have occurred since 1950 that were not reported to NCDC are not accounted for in this analysis.

Assets, Vulnerabilities, and Impact – A hailstorm's impact depends on the hail's size and the location it affects. An H3 to H10, which has affected all jurisdictions, can result in fatal injuries, extensive structural damage that could shut down critical facilities and services for 24 hours or more, and affected properties could be destroyed or suffer major damage. All current and future buildings, crops, facilities, livestock, wildlife, and populations within all jurisdictions are vulnerable to hailstorms that are classified as H3 to H10.



These storms have the potential to cause significant damage, leading to the possible closure of our local hospital, medical clinics, schools, utilities, and critical infrastructure that services the cities and county.

- **Wildfires**

Hazard Description - A wildfire is an uncontrolled fire burning in an area of vegetative fuels such as grasslands, brush, or woodlands. Heavier fuels with high continuity, steep slopes, high temperatures, low humidity, low rainfall, and high winds all work to increase the risk for people and property located within wildfire hazard areas or along urban/wildland interface. Wildfires are part of the natural management of forest ecosystems, but most are caused by human factors.

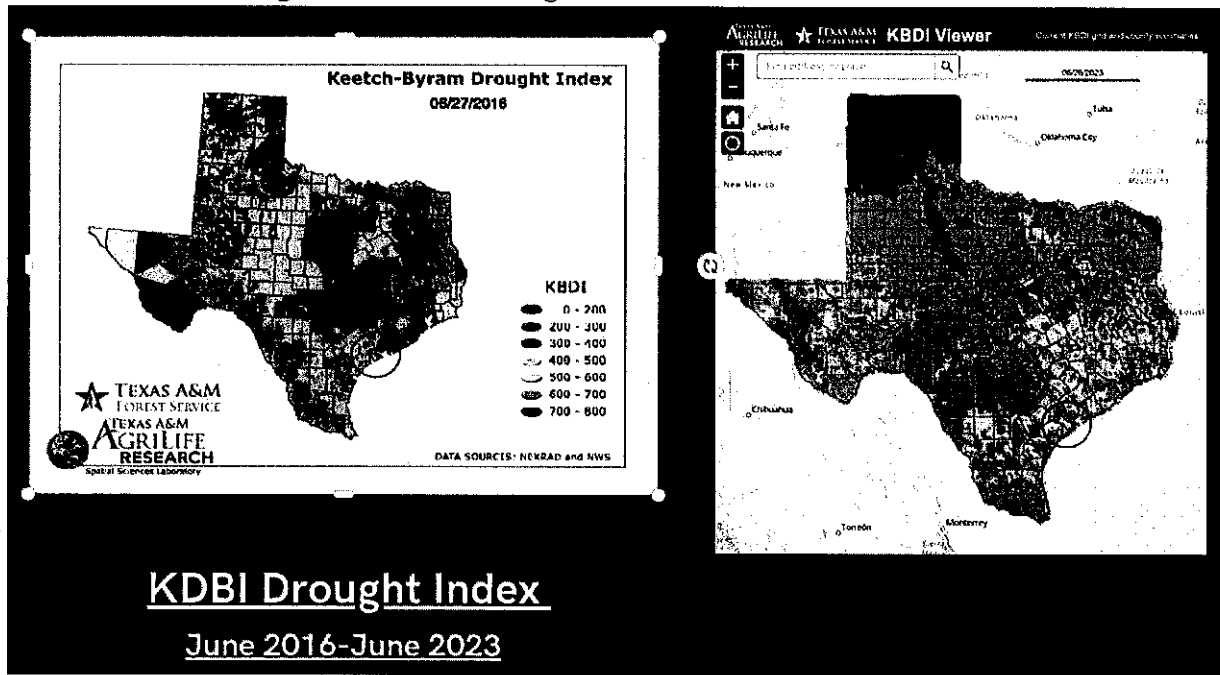
Texas has seen a huge increase in the number of wildfires in the past 30 years. Years of fire suppression have significantly disturbed natural fire occurrences- nature's renewal process. The result has been the gradual accumulation of understory and canopy fuels to levels of density that can feed high-energy, intense wildfires and further increase the hazards from and exposure to interface problems.

Location - Calhoun County is a coastal community located on the mid-Texas coast. It consists of 540 square miles. The county is surrounded by several Bays, which include San Antonio Bay, Matagorda Bay, Lavaca Bay, Carancahua Bay, and Espiritu Santo Bay. Calhoun County is a rural area with large open fields susceptible to wildfires from many sources.

Extent - Fire risk is measured in terms of magnitude and intensity using the Keetch-Byram Drought Index (KBDI), a mathematical system for relating current and recent weather conditions to potential or expected fire behavior. The KBDI determines forest fire potential and is based on a daily water balance, where a drought factor is balanced with precipitation and soil moisture (assumed to have a maximum storage capacity of eight inches) and is expressed in hundredths of an inch of soil moisture depletion. Figure 12, below, shows the difference in the drought index from June 2016 to June 2023. In the last 7 years, precipitation has decreased and the potential for drought has increased by at least 33% for all jurisdictions.



Figure 12. KDBI Drought Index June 2016 vs. June 2023



2017 HMP and <https://tfsweb.tamu.edu/DroughtStudy/>

Each color on the map above represents the drought index at that location. The drought index ranges from 0 to 800, where a drought index of 0 represents no moisture depletion, and an index of 800 represents absolutely dry conditions.

All jurisdictions can be affected by wildfires by shutting down facilities, evacuations, and dense smoke. The city of Port Lavaca can be affected by wildfire from the north, west, and south sides. The city of Seadrift can be affected on the west, north, and east sides. The city of Point Comfort's most vulnerable side is the north as it is surrounded by highways.

Historical Occurrences - Information from the National Centers for Environmental Information shows that between 1950 and 2023 there were 4 fires in Calhoun County. Although many fires were responded to, only these 4 were entered into the database.

Table 4. Reported Wildfires in Calhoun County

Calhoun County	Date	Total Acres Burned
Seadrift Area	01/01/2008	400
Welder Claiborne Ranch	03/02/2009	500
Powderhorn II Ranch	03/11/2009	3000
Matagorda Island	04/15/2018	500

https://www.ncdc.noaa.gov/stormevents/listevents.jsp?eventType=%28%29+Wildfire&beginDate_mm=01&beginDate_dd=01&beginDate_yyyy=1950&endDate_mm=12&endDate_dd=31&endDate_yyyy=2023&county=CALHOUN%3A57&hailfilter=0.00&tornfilter=0&windfilter=000&sort=DT&submitButton=Search&statedefs=48%2CTEXAS



Probability of Future Events - Wildfires can occur at any time of the year. Climatic conditions such as severe freezes and drought can significantly increase the intensity of wildfires since these conditions kill vegetation, creating a prime fuel source for these types of fires. The intensity of fires and the rate at which they spread are directly related to wind speed, temperature, and relative humidity. Although Calhoun County is along the coast, where we experience a moist and humid climate, the probability of a future wildfire event is once every 10 years.

Assets, Vulnerabilities, and Impact - Depending on climate, the risk of wildfires varies monthly. Often warning time for wildfire events is minimal to none. The impacts of wildfires on our community can cause economic hardship for farmers and ranchers affecting their ability to harvest crops and feed livestock. Wildfires can also disrupt emergency services due to blocking roads and dense smoke.

Such events can shut down medical services and industries such as Formosa, Alcoa, Ineos, Dow, Seadrift Coke, and the Port of Port Lavaca/Point Comfort, which can have a severe impact on the local economy and possibly have a release of hazardous materials.

- **Lightning**

Hazard Description - Lightning damage can result in the electrocution of humans and animals, vaporization of materials along the path of the strike, fire caused by the high temperature produced by the strike, and sudden power surges that can damage electrical and electronic equipment. Millions of dollars of direct and indirect damages result from lightning strikes on electric utility substations and distribution lines. While property damage is the major hazard associated with lightning. According to the CDC (Center for Disease Control), lightning strikes kill an average of 28 people in the United States each year and Texas is one of the states with the most recorded lightning deaths.

<https://www.cdc.gov/disasters/lightning/victimdata/infographic.html#:~:text=On%20average%2C%2028%20people%20in,reported%20from%202006%20through%202021.>

Location - Calhoun County and the Cities of Port Lavaca, Seadrift, and Point Comfort are all affected by lightning from thunderstorm activity. All jurisdictions have experienced direct and indirect lightning strikes from severe thunderstorm activity, from offshore to inland storms.

Extent - Lightning activity level (LAL) is a scale that describes degrees and types of lightning activity. Values are labeled 1-6. Lightning is very infrequent, with 1-5 cloud-to-ground strikes in a five-minute period. Lightning is infrequent, with 6-10 cloud-to-ground strikes in a five-minute period.

The extent of lightning strikes can disrupt public safety services and medical services, and cause fires to structures and farmland, taxing all jurisdictions' response capabilities. The entire planning area can expect an LAL 5, 1-5 cloud-to-ground strikes in a minute. Structures without adequate lightning protection and those with large concentrations of electronic equipment like computers, servers, and printers are most vulnerable to lightning strikes, as are outdoor locations with outside crowds during a lightning event.



Figure 13. Lightning Activity Level Scale (LAL)

Lightning Activity Level (LAL)	
Is a scale which describes lightning activity. Values are labeled 1-6:	
LAL 1	No thunderstorms
LAL 2	Isolated thunderstorms. Light rain will occasionally reach the ground. Lightning is very infrequent, 1 to 5 cloud to ground strikes in a five minute period.
LAL 3	Widely scattered thunderstorms. Light to moderate rain will reach the ground. Lightning is infrequent, 6 to 10 cloud to ground strikes in a 5 minute period.
LAL 4	Scattered thunderstorms. Moderate rain is commonly produced. Lightning is frequent, 11 to 15 cloud to ground strikes in a 5 minute period.
LAL 5	Numerous thunderstorms. Rainfall is moderate to heavy. Lightning is frequent and intense, greater than 15 cloud to ground strikes in a 5 minute period.
LAL 6	Dry lightning (same as LAL 3 but without rain). This type of lightning has the potential for extreme fire activity and is normally highlighted in fire weather forecasts with a Red Flag Warning.

<https://graphical.weather.gov/definitions/defineLAL.html>

Historical Occurrences - It is important to note that only reported lightning occurrences are included in the table below. However, a high number of instances have likely gone unreported. No lightning-inflicted property or crop damage dollars have been recorded for the planning area.

Table 5. Number of Lightning Deaths and Occurrences in Calhoun County (1950-2023)

Location	Date	Deaths	Injuries
Calhoun County – Port Alto Beach	11/24/2007	0	0
Port Lavaca	05/21/2015	1	1

https://www.ncdc.noaa.gov/stormevents/listevents.jsp?eventType=%28C%29+Lightning&beginDate_mm=01&beginDate_dd=01&beginDate_yyyy=1950&endDate_mm=12&endDate_dd=31&endDate_yyyy=2023&county=CALHOUN%3A57&hailfilter=0.00&tornfilter=0&windfilter=000&sort=DT&submitButton=Search&statefips=48%2CTEXAS

Probability of Future Events - If you hear thunder, you are within striking distance of the storm. Spring is usually when severe thunderstorms threaten all jurisdictions in this plan, and these events will continue a minimum of a hundred times each year. Most lightning deaths and injuries occur during the summer months when the combination of lightning and outdoor activities reaches a peak.



People involved in activities such as boating, swimming, fishing, bicycling, golfing, jogging, walking, hiking, camping, or working outdoors all need to take the appropriate actions in a timely manner when thunderstorms approach.

Since the jurisdictions are located on the coast, this places people on, in, or near water at risk of a lightning strike during thunderstorms. Swimming is particularly dangerous, as not only do swimmers protrude from the water, presenting a potential channel for electrical discharge, but also because water is a good conductor of electricity.

Assets, Vulnerabilities, and Impact - Thunder is an immediate warning of dangerous conditions outside. If thunder is heard, anyone outside is in danger of being struck by lightning.

Since Calhoun County and the cities of Port Lavaca, Seadrift, and Point Comfort are coastal communities our citizens and visitors spend numerous hours outdoors, making them vulnerable to lightning, both on land and on water. Lightning strikes, on or near boats, can cause them to become disabled or damaged and in need of assistance. Beachgoers are also vulnerable to lightning strikes.

Most lightning strikes for all jurisdictions have not been documented but have been affected by lightning strikes, causing radio equipment, antennas, and computers to be damaged, or destroyed making emergency communications a challenge. It can also cause fires and injuries.

- **Windstorms**

Hazard Description - Windstorms are storms with high winds or violent gusts but little or no rain. Windstorms are generally considered a common occurrence in Texas. Windstorms can be extremely dangerous as they are often strong and fast in their approach.

Meteorologists refer to the force that states the wind flowing as the pressure gradient force. There is no set number that divides high and low pressure. Wind is used to describe the prevailing direction from which the wind is blowing with the speed given, usually in miles per hour or knots. A Wind Advisory is issued when winds are forecast to be sustained at 25 to 39 mph and/or gusts to 57 mph.

Location - Windstorms occur randomly; therefore, it is impossible to predict where they will strike within a county or city. Thus, it is assumed that some areas may be affected while others may not. All jurisdictions in this plan have been affected by windstorms.

Extent - A severe windstorm is measured in terms of intensity based on the strength of the wind speeds or significant winds associated with the thunderstorm event. Figure 14 depicts the intensity of windstorms according to wind magnitude.



A severe windstorm event is typically defined by the NCDRC based on the intensity and magnitude of the wind event which can affect the planning area randomly. Since the magnitude of a severe windstorm does not consider wind speeds from a hurricane or tornado, but specifically significant winds, the extent to which it can affect the planning area ranges from a Force 9 to a Force 12. On average, an intense wind event to be mitigated could have wind speeds ranging from 50 mph, a Force 9 on the Beaufort Wind Scale.

Figure 14. Beaufort Wind Chart

Beaufort Number	Description	Wind speed	Wave height	Sea conditions	Land conditions	
0	Calm	< 1 knot < 1 mph < 2 km/h	0 ft 0 m	Sea like a mirror	Smoke rises vertically	
1	Light air	1-3 knots 1-3 mph 2-5 km/h	0-1 ft 0-0.3 m	Ripples	Direction shown by smoke drift	
2	Light breeze	4-6 knots 4-7 mph 6-11 km/h	1-3 ft 0.3-0.6 m	Small wavelets	Wind felt on face	
3	Gentle breeze	7-10 knots 8-11 mph 12-19 km/h	3-4 ft 0.6-1.2 m	Large wavelets	Leaves and small twigs in constant motion	
4	Moderate breeze	11-16 knots 13-18 mph 20-28 km/h	5.5-6 ft 1.7 m	Small waves	Raises dust and loose paper	
5	Fresh breeze	17-21 knots 19-24 mph 30-38 km/h	8-16 ft 2.7 m	Moderate waves	Small trees and flags begin to sway	
6	Strong breeze	22-27 knots 25-31 mph 40-50 km/h	11-19 ft 3.7 m	Large waves	Large trees in motion	
7	Near gale	28-33 knots 32-38 mph 50-60 km/h	15-22 ft 4.6 m	Very large waves	Whole trees in motion	
8	Gale	34-40 knots 39-46 mph 60-70 km/h	20-29 ft 6.1 m	High waves	Most trees in motion	
9	Strong gale	41-47 knots 47-54 mph 70-80 km/h	25-35 ft 7.6 m	Very high waves	Some trees in motion	
10	Storm	48-55 knots 55-63 mph 80-90 km/h	30-40 ft 9.1 m	High waves	Most trees in motion	
11	Very strong storm	56-63 knots 64-72 mph 90-100 km/h	35-45 ft 10.7 m	Very high waves	Some trees in motion	
12	Hurricane	64-75 knots 74-86 mph 100-120 km/h	40-45 ft 12.2 m	Very high waves	Some trees in motion	

<https://www.science-sparks.com/what-is-the-beaufort-scale/>

Historical Occurrences-Calhoun County and the cities of Port Lavaca, Seadrift, and Point Comfort have all endured windstorms. In 2012, the City of Port Lavaca reported a windstorm of 70 knots while Seadrift reported 78 knots. Point Comfort reported 56 knots in 2021 and Calhoun County's highest report was 87 knots in 1980. Since 1950, these jurisdictions have reported over 50 strong winds ranging from 0-87 knots.

Probability of Future Events - The probability of occurrence for future windstorms, according to the NCEI reported historical occurrences, is all jurisdictions in this plan can expect a 77% chance of experiencing severe



windstorms every year. Given this regular frequency of occurrence, it can be expected that future windstorms will continue to threaten life and cause minor property damage.

Assets, Vulnerabilities, and Impact - All jurisdictions are vulnerable and have been impacted by windstorms that have interrupted electricity, caused fires from downed power lines, and blown debris into roadways. High winds have caused our causeway that connects two cities to be impassable for emergency responders and traffic.

According to the available data for previous occurrences, high winds are common when accompanied by thunderstorms. If another Beaufort event of 10 or higher were to occur, this area would be susceptible to structural damage to structural facilities, especially roofs and windows. Injuries may also occur as a result of debris that is carried by strong gusts or twigs and branches that are broken off from the force of the wind. Traffic disruptions may also occur as traffic lights could be damaged or flying debris could cause accidents on the road. This would hinder the ability of critical services staff to travel to and from work.

Impacts to the planning area can include:

- Emergency operations and services may be significantly impacted due to damaged facilities and/or loss of communications.
- Structures can be damaged or crushed by falling trees, which can result in physical harm to the occupants.
- Private sector entities that all jurisdictions in the planning area rely on, such as utility providers, financial institutions, and medical care providers may not be fully operational and may require assistance from neighboring communities until complete services can be restored.
- Businesses that are more reliant on utility infrastructure than others may suffer greater damage without a backup power source.

- ***Tornadoes***

Hazard Description - Tornadoes are among the most violent storms on the planet. A tornado is a violently rotating column of air extending between and in contact with a cloud and the surface of the earth. The most violent tornadoes are capable of tremendous destruction with wind speeds of 250 miles per hour or more. In extreme cases, winds may approach 300 miles per hour. Damage paths can be more than one mile wide and 50 miles long.

The most powerful tornadoes are produced by “super-cell thunderstorms.” These storms are affected by horizontal wind shears (winds moving in different directions at different altitudes) that begin to rotate the storm. This horizontal rotation can be tilted vertically by violent updrafts, and the rotation radius can shrink, forming a vertical column of very quickly swirling air. This rotating air can eventually reach the ground, forming a tornado.



Severe thunderstorms can produce tornadoes, high winds, and hail, any of which can cause extensive property damage and loss of life. Thunderstorms form when warm, moist air and cooler, drier air collide. Since these masses tend to come together during the transition from summer to winter, most thunderstorms occur during the spring and fall months.

Tornadoes occasionally accompany tropical storms and hurricanes that move over land. Tornadoes are the most common to the right and front of the storm center path as it comes ashore. Tornadoes vary in duration, wind speed, and toll, as shown in Table 6.

Table 6. Variations Among Tornadoes

Weak Tornadoes	Strong Tornadoes	Violent Tornadoes
69% of all tornadoes	29% of all tornadoes	2% of all tornadoes
Less than 5% of tornado deaths	Nearly 30% of all tornado deaths	70% of all tornado deaths
Lifetime 1-10+ minutes	May last 20 minutes or longer	Lifetime can exceed one hour
Winds less than 110 mph	Winds 110-205 mph	Winds greater than 205 mph

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Location - While historical tornado events for Calhoun County and the cities of Port Lavaca, Seadrift, and Point Comfort total 30 from 1950 to 2023, locations of these incidents are completely random and unpredictable. The most vulnerable areas may be in unincorporated areas of the county where construction codes are not enforceable.

Since tornadoes often cross jurisdictional boundaries, all existing and future buildings, facilities, and populations are considered exposed to this hazard and could be impacted. It is important to note that only reported tornadoes have been factored into this vulnerability assessment.

Extent - Currently a tornado is given a Fujita rating of EF 0-5, based on the most intense damage along its path. The Fujita wind estimates are intended to be based on the expected damage to a well-built residential structure. Poorly built structures can suffer significant structural damage under lesser winds than the Fujita Scale might suggest. Commercial properties may or may not experience the same failures under high wind speeds as a residence. Thus, the Fujita scale is largely a residential scale, with much more care required in assessment after wind damage to a commercial structure.

Since February 2007, the Fujita Scale has been replaced by the Enhanced Fujita Scale, which retains the same basic design as its predecessor with six strength categories. The newer scale reflects more refined assessments of tornado damage surveys, standardization, and damage consideration to a wider range of structures. Tornadoes occasionally accompany tropical storms and hurricanes that move over land.



Figure 15. A Side-by-Side Comparison of the Fujita and Enhanced Fujita Scales

Fujita Scale		Enhanced Fujita Scale* <small>* In use since 2007</small>	
	40–72 mph winds		65–85 mph winds
F-1	73–112 mph	EF-1	86–110 mph
F-2	113–157 mph	EF-2	111–135 mph
F-3	158–206 mph	EF-3	136–165 mph
	207–260 mph		166–200 mph
	261–318 mph		>200 mph

<https://www.tornadofacts.net/tornado-scale.html>

Figure 16. Detailed EF Scale for Tornadoes

Enhanced Fujita Scale for Tornadoes

The Enhanced Fujita Scale (EF), introduced in 2007, provides estimates of tornado strength based on damage surveys. The original scale was developed by Dr. Theodore Fujita and implemented in 1971.

Wind Speed	EF Scale	Typical Damage
65–85 mph	0	Peels surface off some roofs, some damage to gutters or siding
86–110 mph	1	Roof severely stripped, mobile homes overturned or badly damaged, loss of exterior doors, windows and other glass broken
111–135 mph	2	Roofs torn off well-constructed homes; foundations of frame homes shifted; mobile homes completely destroyed
136–165 mph	3	Entire stories of well-constructed homes destroyed; severe damage to large buildings such as shopping malls
166–200 mph	4	Well-constructed houses and whole-frame homes completely leveled
>200 mph	5	Strong frame houses leveled off foundations and swept away; high-rise buildings have significant structural deformation

Source: Weather Underground (<http://www.wunderground.com/blog/2007/07/ef-scale/>)



Historical Occurrences - The jurisdictions have mostly been affected by F0 or EF0 tornadoes; however, the extent that all jurisdictions in this plan will continue to mitigate for is an EF5. Historical evidence shows that all jurisdictions are vulnerable to tornadic activity. This hazard can result from severe thunderstorm activity or during a major tropical storm or hurricane. Table 7 shows a listing of historical tornadoes that hit the study area reported and documented.

Table 7. Historical Tornado Occurrences (1950-2023)

Area	Number of Events	Magnitude (Fujita Scale and Enhanced Fujita Scale)						Maximum F or EF Scale
		F0	F1	F2	EF0	EF1	EF2	
Calhoun County	25	13	6	5	1	0	0	F2
Port Lavaca	3	2	0	0	1	0	0	F0
Seadrift	2	0	0	0	1	1	0	EF1
Point Comfort	0	0	0	0	0	0	0	N/A

https://www.ncdc.noaa.gov/stormevents/listevents.jsp?eventType=%28C%29+Tornado&beginDate_mm=01&beginDate_dd=01&beginDate_yyyy=1950&endDate_mm=12&endDate_dd=31&endDate_yyyy=2023&county=CALHOUN%3A57&hailfilter=0.00&tornfilter=0&windfilter=000&sort=DT&submitButton=Search&statefips=48%2CTEXAS

Probability of Future Events - Although Calhoun County and the cities of Port Lavaca, Seadrift, and Point Comfort are at a lower risk than other Texas counties, it is expected that there will be one to two tornadoes annually. Seasonal patterns are relevant to tornadoes. Thunderstorms form when warm, moist air collides with cooler, drier air. Since these masses tend to come together during the transition from summer to winter, most thunderstorms and resulting tornadoes occur during the spring (April through June) and fall (October through December). Warning time for tornadoes is minimal and ranges from no warning time to 30 minutes.

Assets, Vulnerabilities, and Impact - All jurisdictions are vulnerable and can be impacted by tornadoes. While 30 tornado events have been recorded to impact the planning areas from 1950 to 2015, no fatalities in the planning areas have been reported and less than 10 percent of property was destroyed or suffered major damage.

- *Winter storms*

Hazard Description - A winter storm is a combination of heavy snow, blowing snow, and/or dangerous wind chills. A winter storm is life-threatening. Blizzards are dangerous winter storms that combine blowing snow and wind, resulting in low visibility.

Location – Since 2021, each jurisdiction has been susceptible to winter storms. Climate changes have caused temperatures to drop during the winter months and over the past 3 years (2021-2023) have caused numerous power outages and damage to power lines.



Extent – Currently, it is expected that new climate patterns will continue to surface as the climate changes; although since the last three winter storms are unique, it cannot be predicted that the mentioned jurisdictions will encounter yearly winter storms; however, it should be noted that they will prepare for them, regardless.

Historical Occurrences – February 11-20, 2021, marked a historical winter event that engulfed the entire state of Texas; no city or county was safe. Known as the “Great Freeze”, this time was noted as the coldest winter in Texas since 1989. The most vulnerable were rural areas with high populations of senior citizens. Jurisdictions experienced power outages and nearly 10 million people were left without heat or electricity. Texas also experienced winter storms in 2022 and 2023.

<https://www.ncei.noaa.gov/news/great-texas-freeze-february-2021#:~:text=On%20February%2011%2D20%2C%202021,the%20entire%20state%20of%20Texas.>

Probability of Future Events – From 2017-2023, there have been three disastrous winter storm events. Referencing these numbers alone, the probability of the jurisdictions encountering future winter storms is about 50%.

Assets, Vulnerabilities, and Impact – The winter storms of 2021, 2022, and 2023 caused temporary damage to power lines, trees, and homes. In the future, all jurisdictions mentioned would potentially experience similar impacts and should plan for such events.

4.2 Hydrologic:

- *Coastal Erosion*

Hazard Description – Texas has one of the longest coastlines in America coupled with some of the highest rates of coastal erosion in the nation. Calhoun County is bordered from the southwest to the southeast by major inland bays and the Gulf of Mexico with more than 560 miles of coastline.

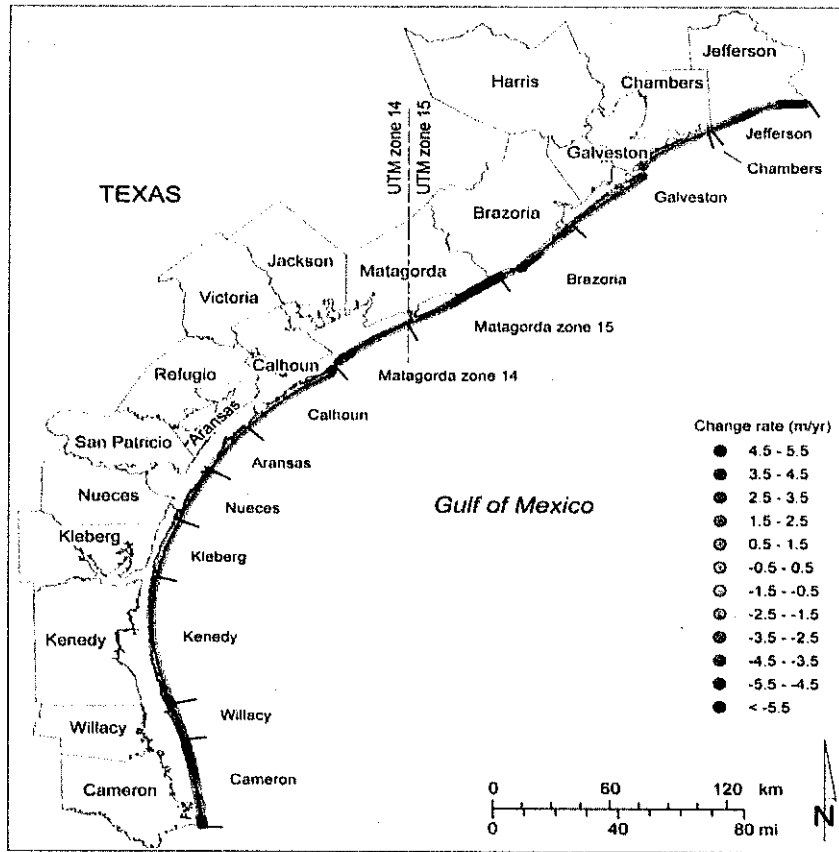
Coastal erosion is the wearing away of land and the removal of beach or dune sediments by wave action, tidal currents, wave currents, drainage, or high winds. Calhoun County including the cities of Port Lavaca, Seadrift, and Point Comfort, are all coastal communities with erosion taking its toll.

Location - All jurisdictions are on the mid-Texas coast where U.S. Highway 87 begins and the Guadalupe River ends. Port Lavaca is the county seat on Lavaca Bay. The city of Point Comfort lies on the east side of Lavaca Bay and the city of Seadrift is located on San Antonio Bay.

Extent - The following map shows coastal erosion locations in eroding values for Texas. Calhoun County and the Cities of Port Lavaca, Seadrift, and Point Comfort are being affected yearly. The eroding values for all jurisdictions range from 2.5 to -5.5. These values are based on the map in Figure 17. These eroding values determine the extent of the coastal erosion for all jurisdictions in the planning area.



Figure 17. Erosion Along the Texas Coast



2017 HMP and <https://coastal.beg.utexas.edu/shorelinechange2019/>

Historical Occurrences - All jurisdictions are affected yearly by astronomically high tides and winds which cause excessive wave action causing erosion. Hurricanes and Tropical systems that come into the Gulf of Mexico also have a large impact on the tidal currents and waves. The ports at Port Lavaca and Point Comfort also contribute to coastal erosion from the ships and tankers that come into the Port causing wave action.

From 2017-2023, seven storm surges measuring several feet have contributed to coastal erosion and extensive damage to piers and the coastline due to wave actions throughout all jurisdictions.

Probability of Future Events - Texas has some of the highest coastal erosion rates in the country. With miles of coastline in Calhoun County, the yearly impact depends on the severity of the high winds, hurricanes, and high tides that affect this area directly and indirectly. The future probability of occurrence of coastal erosion is at least one 2 feet per year.



Assets, Vulnerabilities, and Impact - Impacts from coastal erosion include loss of residential land in all jurisdictions, and agricultural land in Calhoun County, and affects the protected wetlands and marsh areas located in the county. Loss of land impacts the county by not having enough area for the development of new industries or companies affecting the local economy.

Other impacts of erosion are decreased property values, tourism suffers, and farming and fishing industries are impacted. There could also be a complete loss of structures adjacent to the coast and damage to local infrastructure, including roads, bridges, and piers.

Major Industries in Calhoun County including Formosa, Alcoa, Ineos, Seadrift Coke, and Dow are impacted and are vulnerable to erosion because they are located near the coastline and use water from the bays for the production or transportation of products. Homes and businesses can be lost, and ports, roads, and industrial infrastructure are at risk. Without healthy beaches, dunes, and wetlands to protect the coast, there is day-to-day wear making the coast more vulnerable to major storms. Coastal marshes and wetlands are an essential part of the ecosystem and are vulnerable to erosion.

- **Drought**

Hazard Description - Drought is a period without substantial rainfall that persists from one year to the next. Drought is a normal part of virtually all climatic regions, including areas with high and low average rainfall. Drought is the consequence of anticipated natural precipitation reduction over an extended period, usually a season or more in length. Droughts can be classified as meteorological, hydrologic, agricultural, and socioeconomic. Table 8 presents information on these different types of droughts.

Droughts are among the most complex of all natural hazards, as it is difficult to determine their precise beginning or end. In addition, droughts can lead to other hazards, such as extreme heat and wildfires. Their impact on wildlife and area farming is enormous, often killing crops, grazing land, edible plants, and even in severe cases, trees. A secondary hazard to drought is wildfire because dying vegetation is a prime ignition source. Therefore, a heat wave combined with a drought is a very dangerous situation.

Table 8. Drought Classification Definitions

Meteorological Drought	The degree of dryness or departure of actual precipitation from an expected average or normal amount based on monthly, seasonal, or annual time scales.
Hydrologic Drought	The effects of precipitation shortfalls on stream flows and reservoir, lake, and groundwater levels.
Agricultural Drought	Soil moisture deficiencies relative to water demands of plant life, usually crops.



Socioeconomic Drought

The effect of demands for water exceeding the supply as a result of a weather-related supply shortfall.

Multi-Hazard Identification and Risk Assessment: A Cornerstone of the National Mitigation Strategy, FEMA

Location - All jurisdictions in the planning area are affected by drought. Droughts occur regularly throughout Texas and are a normal condition. However, they can vary greatly in their intensity and duration. There is no distinct geographic boundary to drought; therefore, it can occur throughout the planning area equally.

Extent - Figure 12, above, shows the difference in the drought index from June 2016 to June 2023. In the last 7 years, precipitation has decreased and the potential for drought has increased by at least 33% for all jurisdictions. All jurisdictions in this plan have experienced a D-3 (extreme drought), as described in Table 10.

Long-term drought is cumulative, with its intensity during the current month dependent on current weather patterns plus previous months' cumulative patterns. The hydrological impacts of drought (e.g., reservoir levels, groundwater levels, etc.) take longer to develop. Table 9 depicts the magnitude of drought, while Table 8 describes the classification definitions.

Table 9. Palmer Drought Index

Drought Index	Drought Condition Classifications						
	Extreme	Severe	Moderate	Normal	Moderately Moist	Very Moist	Extremely Moist
Z Index	-2.75 and below	-2.00 to -2.74	-1.25 to -1.99	-1.24 to +.99	+1.00 to +2.49	+2.50 to +3.49	N/A
Meteorological	-4.00 and below	-3.00 to -3.99	-2.00 to -2.99	-1.99 to +1.99	+2.00 to +2.00	+3.00 to +3.00	+4.00 and above
Hydrological	-4.00 and below	-3.00 to -3.99	-2.00 to -2.99	-1.99 to +1.99	+2.00 to +2.00	+3.00 to +3.00	+4.00 and above

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Table 10. Palmer Drought Category Descriptions

Category	Description	Possible Impacts	Palmer Drought Index
D0	Abnormally Dry	Going into drought: short-term dryness, slowing planting, growth of crops or pastures; fire risk above	-1.0 to -1.9



		average. Coming out of drought: some lingering water deficits; pastures or crops not fully recovered	
D1	Moderate Drought	Some damage to crops, pastures; fire risk high; streams reservoirs or well low, some water shortages developing, or imminent, voluntary water use restrictions requested	-2.0 to -2.9
D2	Severe Drought	Crop or pasture losses likely; fire risk very high; water shortages common; water restrictions imposed	-3.0 to -3.9
D3	Extreme Drought	Major crop/pasture losses; extreme fire danger; widespread water shortages or restrictions	-4.0 to -4.9
D4	Exceptional Drought	Exceptional and widespread crop/pasture losses; exceptional fire risk; shortages of water in reservoirs, streams, and wells, creating water emergencies	-5.0 or less

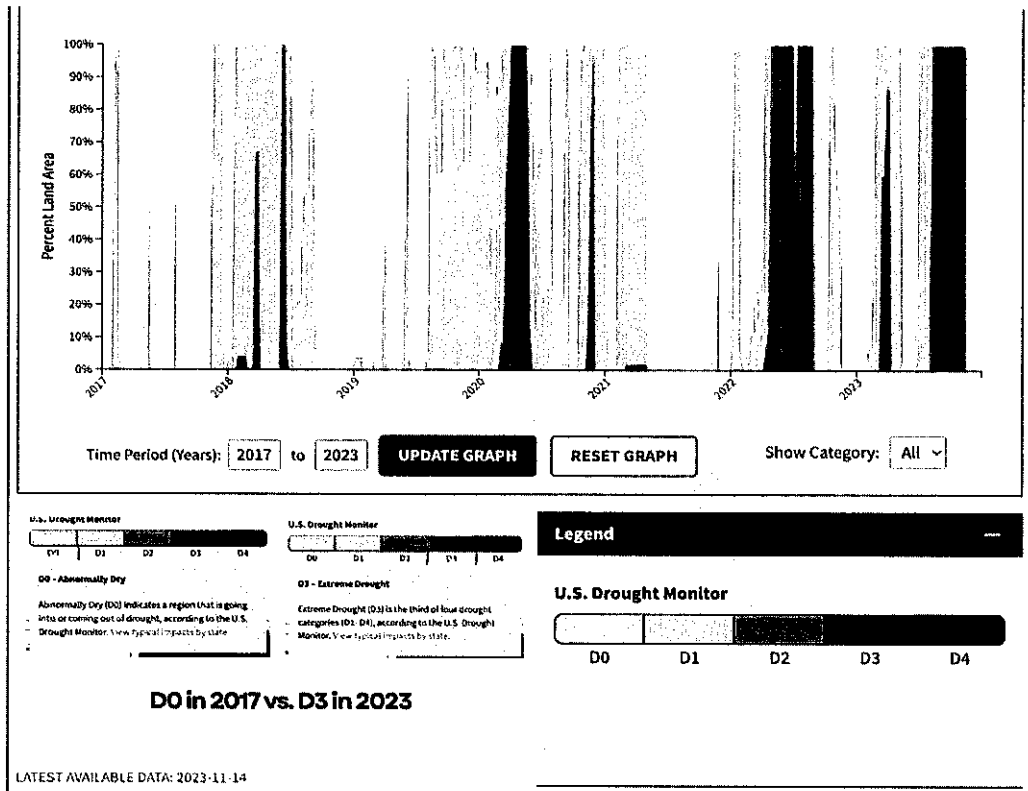
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Drought is monitored nationwide by the National Drought Mitigation Center (NDMC). Indicators are used to describe broad-scale drought conditions across the U.S. and correspond to the intensity of drought.

Based on the historical occurrences and the data in this section, all jurisdictions can anticipate a range of drought from abnormally dry to extreme or D0 to D3 based on the Palmer Drought Category.



Figure 18. Historical Drought Occurrences



<https://www.drought.gov/historical-information?dataset=0&selectedDateUSDM=20120131&state=Texas>

Historical Occurrences – According to the NCDC, Calhoun County and the cities of Port Lavaca, Seadrift, and Point Comfort have been affected by 46 historic events from 2017 to 2023.

Probability of Future Events – Based on historical drought information in Texas and Calhoun County, all jurisdictions can expect seven drought occurrences every year. It is possible that additional drought events that may have occurred since 1950 that were not reported to NCDC are not accounted for in this analysis.

Assets, Vulnerabilities, and Impact - Drought impacts large areas and crosses jurisdictional boundaries. Drought impacts for Calhoun County and the cities of Port Lavaca, Seadrift, and Point Comfort are mostly experienced in water shortages and crop/livestock losses on agricultural lands and typically have no impact on buildings.



The economic impact of droughts can be significant for all jurisdictions as they produce a complex web of impacts that spans many sectors of the economy and reaches well beyond the area experiencing physical drought. This complexity exists because water is integral to industries and businesses to produce goods and provide services. The direct and indirect economic impact can be significant if droughts extend over years.

Based on the previous occurrences and potential exposure to the hazard, the potential severity of drought impact is substantial for all jurisdictions, especially considering the economic losses that may result.

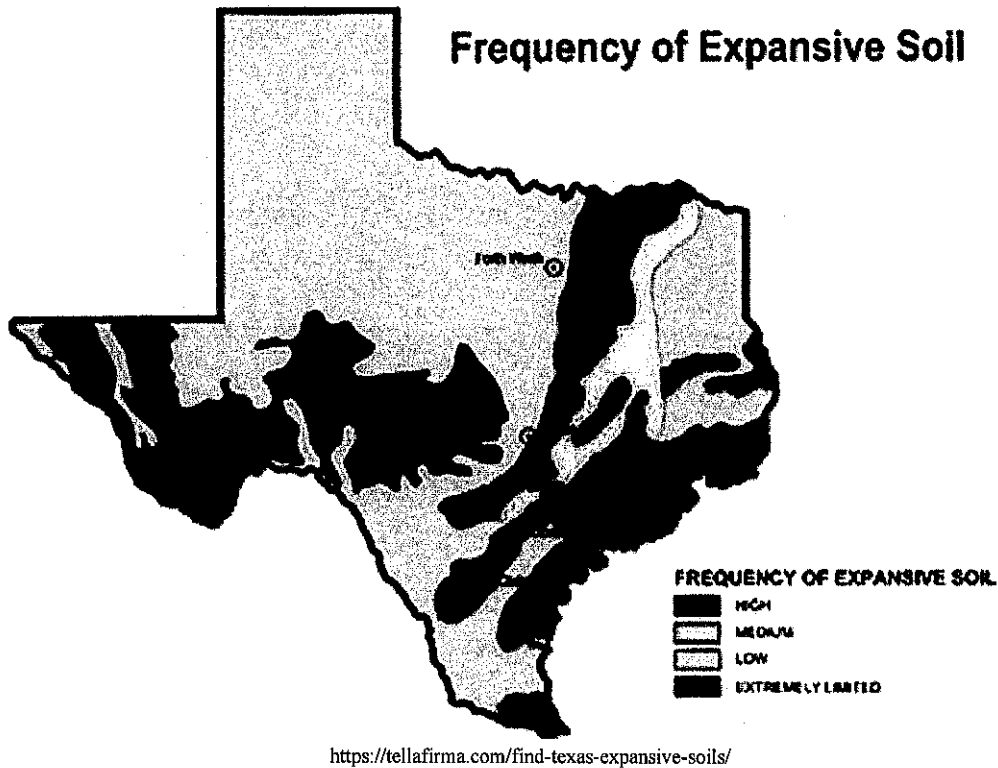
- ***Expansive Soils***

Hazard Description - Soil that expands when wet and shrinks when dry is expansive soil. Expansive soils contain minerals that are capable of absorbing water. When they absorb water, they increase in volume. The more water they absorb, the more their volume increases. Expansions of ten percent or more are not uncommon. This volume change can exert enough force on a building or other structure to cause damage. Expansive soils will also shrink when they dry out. This shrinkage can remove support from buildings or other structures and result in damaging subsidence. Fissures in the soil can also develop and these fissures can facilitate the deep penetration of water when moist conditions or runoff occurs; this produces a cycle of shrinkage and swelling that places repetitive stress on structures.

Location - The potential for expansive soils is linked to the soil type as illustrated in the following map. The expansive soil threat is across all jurisdictions in this plan.



Figure 19. Frequency of Expansive Soil in Texas



Extent - Expansive soils are present throughout all jurisdictions in this plan. Figure 19 shows that all jurisdictions fall within the red area, defined to have a high frequency of expansive soil. In a typical year in the United States, expansive soils cause a greater financial loss to property owners than earthquakes, floods, hurricanes, and tornadoes combined.

Historical Occurrences – Even though expansive soils cause enormous amounts of damage, most people have never heard of them. This is because the damage is done slowly and cannot be attributed to a specific event. The damage done by expansive soils is attributed to poor construction practices or a misconception that all buildings experience this type of damage as they age. All jurisdictions are affected by expansive soils from uneven sidewalks, foundation cracks, cracked walls, and pavement. There are no recorded historical occurrences, but local experience shows that our planning areas suffer from expansive soil.

Probability of Future Events – Since the cities of Port Lavaca, Seadrift, Point Comfort, and Calhoun County are directly on the coast of Texas, tropical systems delivering enormous amounts of rain followed by periods of drought are a yearly concern and the probability of expansive soil is every year.

Assets, Vulnerabilities, and Impact- All jurisdictions are vulnerable to expansive soils and have been impacted by one or more of the following issues:



- Foundation cracks;
- Heaving and cracking of floor slabs and walls;
- Jammed doors and windows;
- Ruptured pipelines; and
- Heaving and cracking of sidewalks and roads

- ***Flooding***

Hazard Description - Floods generally result from excessive precipitation, and the severity of a flooding event is typically determined by a combination of several major factors, including stream and river basin topography and physiography, precipitation and weather patterns, recent soil moisture conditions, and the degree of vegetative clearing and impervious surface. Generally, floods are long-term events that may last for several days. The primary types of general flooding include inland and coastal flooding.

Inland or Riverine flooding is a function of excessive precipitation levels and water runoff volumes within a stream or river's watershed. It is natural and inevitable as the overbank flooding of rivers and streams typically results from large-scale weather systems that generate prolonged rainfall over a wide geographic area. Some river floods occur seasonally when winter or spring rainfalls fill river basins with too much water too quickly. Torrential rains from decaying hurricanes or tropical systems can also produce river flooding.

Coastal flooding results from storm surges, wind-driven waves, and heavy rainfall produced by hurricanes, tropical storms, and other large coastal storms. Flooding in the coastal environment can be further exacerbated by tidal influence in the low-lying coastal areas. Higher tides will increase stream and river stage heights from the mouth while floodwaters rush in from upland areas. Coastal flooding is covered within storm surges in Section 5.

Location – For the purpose of the HMP, Calhoun County and the cities of Port Lavaca, Seadrift, and Point Comfort are called out below. Our flood zones throughout all jurisdictions are identified as X (shaded), X (unshaded), AE, and VE. Figures 24 and 25 define these flood zones. All jurisdictions have endured flooding due to excessive rainfall from Tropical Storms to Thunderstorms. Since our area is a coastal area with a very flat terrain, the depth of the flooding depends on several factors such as high tide and drainage of the area receiving heavy rainfall. Most of the cities' flash flooding events are not in flood hazard areas, just in low areas where the excessive rainfall has no place to go.



Figure 21. Flood Zones - Seadrift

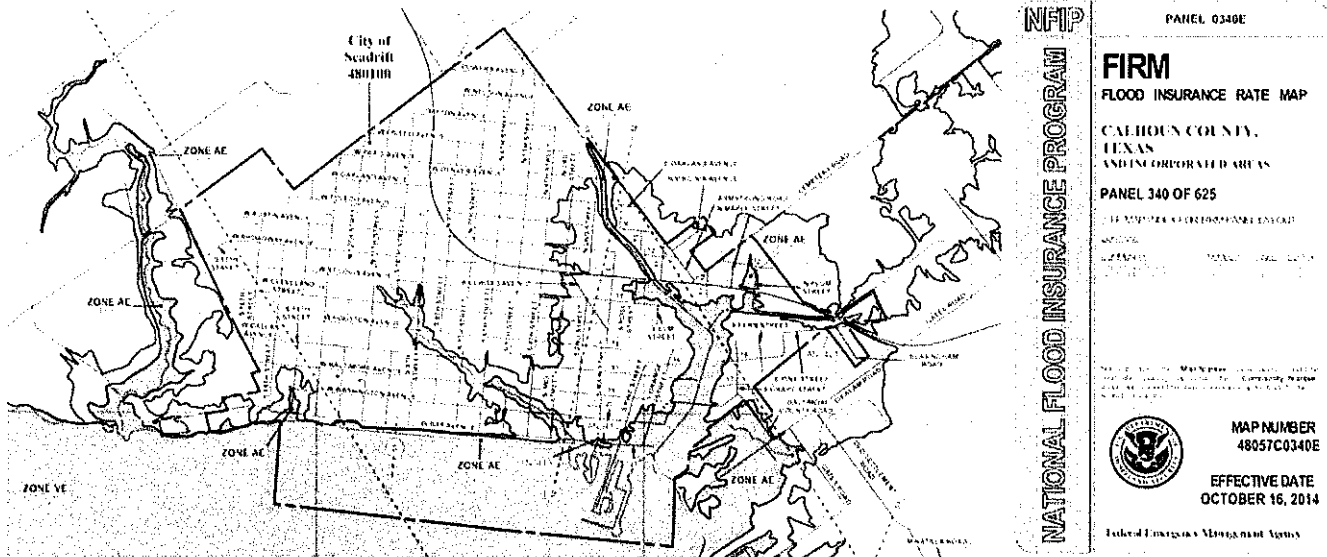


Figure 22. Flood Zones - Point Comfort

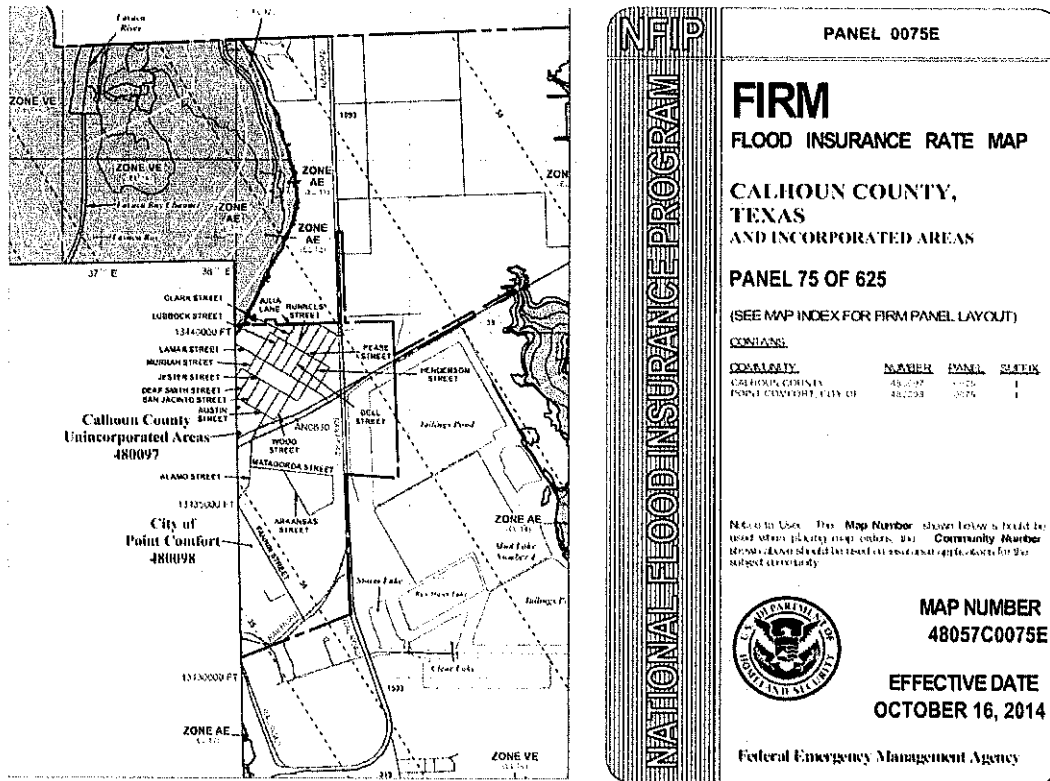
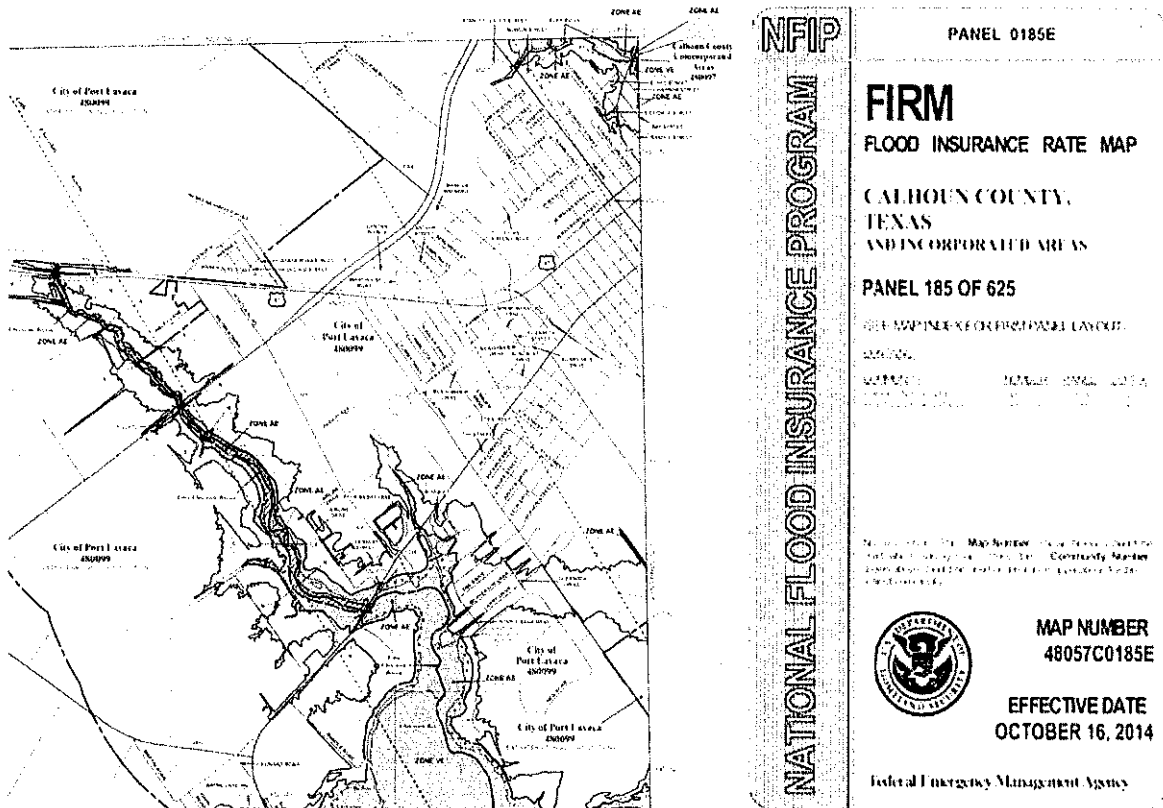




Figure 23. Flood Zones - Port Lavaca



Figures 20-23: <https://www.fema.gov/flood-maps>

Extent - Determining the intensity and magnitude of a flood event depends upon the flood zone and the location of the flood hazard area. Flood hazard areas identified on the Flood Insurance Rate Map are identified as Special Flood Hazard Areas (SFHA). SFHA is defined as the area that will be inundated by the flood event having a 1-percent chance of being equaled or exceeded in any given year. The 1-percent annual chance flood is also referred to as the base flood or 100-year flood. The figures below describe the flood zones that we have in Calhoun County.

All jurisdictions have a yearly threat of flooding due to the proximity to the coast and the torrential rains that can come from tropical storms and rain events. All jurisdictions have experienced 1 to 2 feet of water during these events. Figure 26 was taken from the NFIP website, indicating the number of NFIP claims and their total dollar amount in Calhoun County from 2017-2022.



Figure 24. FEMA Flood Zones LEGEND



SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD EVENT

The 1% annual chance flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zones A, AE, AH, AO, AR, ABB, V, and VE. The Base Flood Elevation is the water surface elevation of the 1% annual chance flood.

- ZONE A** No base flood elevations determined.
- ZONE AE** Base flood elevations determined.
- ZONE AH** Flood depths of 1 to 3 feet (usually areas of ponding); base flood elevations determined.
- ZONE AO** Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding, velocities also determined.
- ZONE AR** Area of special flood hazard formerly protected from the 1% annual chance flood event by a flood control system that was subsequently decertified. Zone AR indicates that the former flood control system is being restored to provide protection from the 1% annual chance or greater flood event.
- ZONE ABB** Area to be protected from 1% annual chance flood event by a Federal flood protection system under construction; no base flood elevations determined.
- ZONE V** Coastal flood zone with velocity hazard (wave action); no base flood elevations determined.
- ZONE VE** Coastal flood zone with velocity hazard (wave action); base flood elevations determined.



FLOODWAY AREAS IN ZONE AE

The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.



OTHER FLOOD AREAS

- ZONE X** Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.



OTHER AREAS

- ZONE X** Areas determined to be outside the 0.2% annual chance floodplain.
- ZONE D** Areas in which flood hazards are undetermined, but possible.



COASTAL BARRIER RESOURCES SYSTEM (CBRS) AREAS



OTHERWISE PROTECTED AREAS (OPAs)

CBRS areas and OPAs are normally located within or adjacent to Special Flood Hazard Areas.

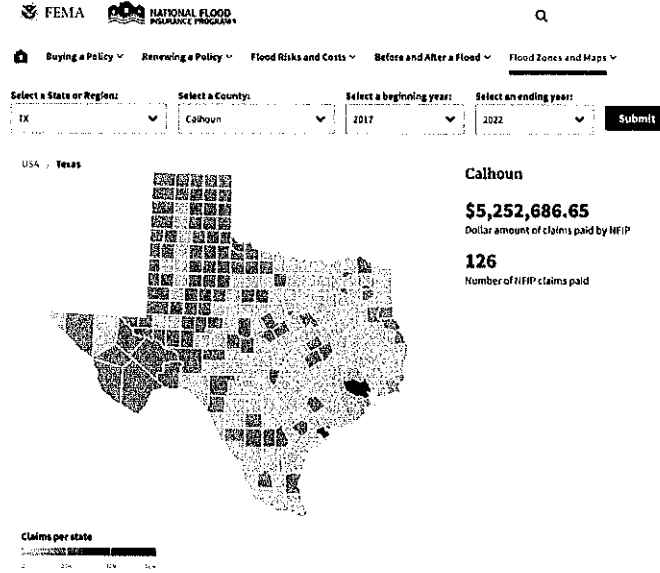
Figure 25. Definition of FEMA Flood Zones

Risk Type	Zone	Description
Low to Moderate	X (unshaded)	Area of minimal flood hazard
Low to Moderate	X (shaded)	0.2% Annual Chance Flood
High Risk	A	1% Annual Chance Flood <i>Inland floodplains that do not have a base flood elevation (BFE)</i>
High Risk	AE	1% Annual Chance Flood <i>Special flood hazard area that has a determined elevation & wave height < 3 ft</i>
High Risk - Coastal	VE	1% Annual Chance Flood <i>Velocity zone that has a determined elevation & wave height > 3 ft</i>

Figures 24 and 25: <https://www.fema.gov/flood-maps> and <https://www.fema.gov/blog/fema-flood-maps-and-zones-explained>

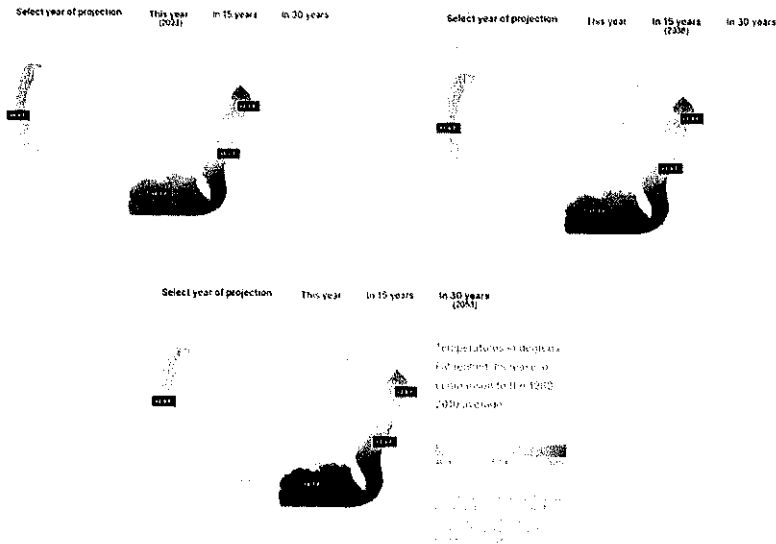


Figure 26. NFIP – Calhoun County Claims 2017-2022



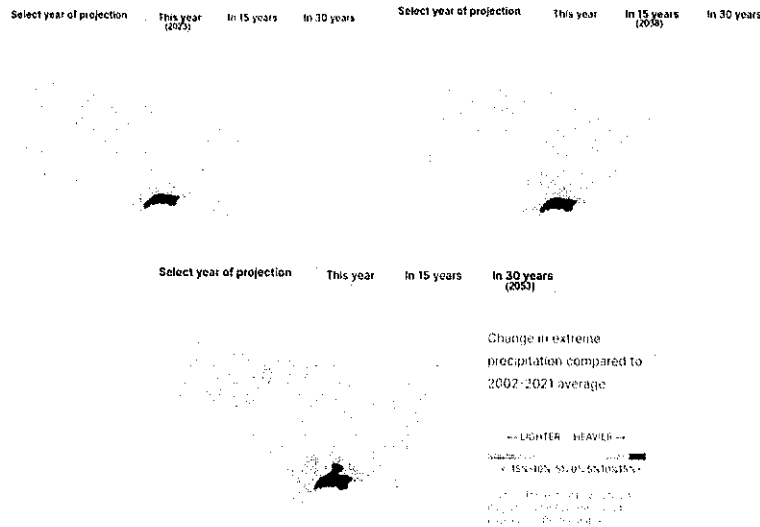
Environmental Factors that Contribute to Flooding

27.1 Sea Surface Temperatures

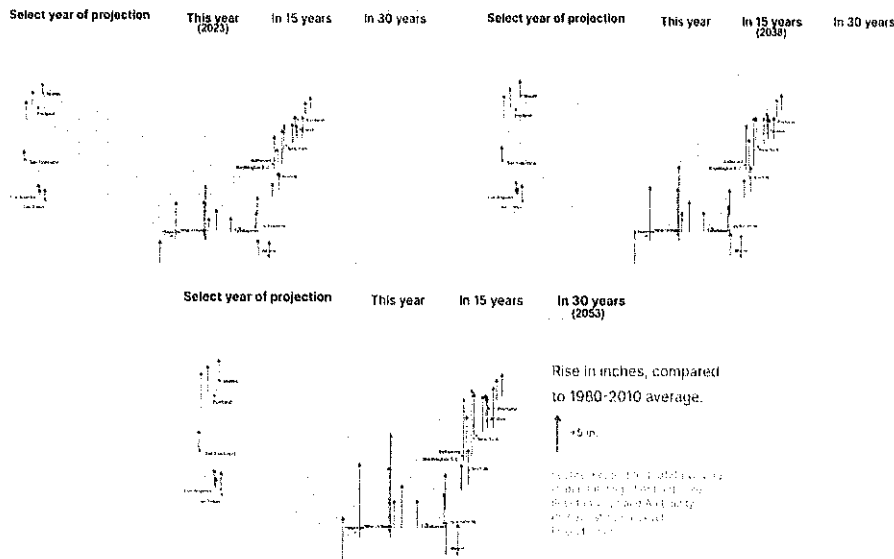




27.2 Precipitation Changes



27.3 Sea Level Rise



Figures 27.1-27.3: https://riskfactor.com/county/calhoun-county-texas/48057_fsid

Historical Occurrences - All jurisdictions are susceptible to flooding, especially flash flooding. Riverine flooding is localized to the Guadalupe River in the unincorporated Calhoun County area. State Highway 35, which is a major transportation route for trucking and traffic runs across the Guadalupe River and has been inundated several times during extreme riverine flooding events. The Guadalupe River flooding inundates State Hwy 35, a major through fare for traffic going from Corpus Christi to Houston, and blocks access to Port Lavaca, Seadrift, and Point Comfort.



Hurricanes and Tropical Storms have also contributed to numerous flooding occurrences. Figure 2 in Section 1 provides a list of Declared Disasters from 2017-2022; including those that led to flooding.

Probability of Future Events - Based on historical occurrences and extent, flooding is expected at least once every two years. All jurisdictions are prone to both flash flooding and coastal flooding. Coastal flooding is typically caused by storm surges, wind-driven waves, and heavy rainfall produced by hurricanes, tropical storms, and other large coastal storms.

Assets, Vulnerabilities, and Impact - A building vulnerability assessment was conducted, which determined that most of Calhoun County including the cities of Port Lavaca, Seadrift, and Point Comfort, would be susceptible to major damages during a heavy rain event due to the proximity to the coast and tide levels at the time of the heavy rain event. Based on the assessment, any major event could completely shut down facilities for 30 days or more, and more than half of all property destroyed or substantially damaged. Table C in Appendix D is the value data from the County's 2022 tax assessment that shows current values of residential and commercial properties per jurisdiction.

These values are for all flood zones. Impacts from flood events can be significant if the hurricane affects the areas as addressed in Appendix D, Table C.

NFIP Participation - Flood insurance offered through the National Flood Insurance Program (NFIP) is the best way for home and business owners to protect themselves financially against a flood hazard. Calhoun County and the cities of Port Lavaca, Seadrift, and Point Comfort all participate in the NFIP.

The Floodplain Administrator/Building Official is responsible for regulating floodplain development in their jurisdictions and updating their floodplain ordinance/order. As an additional indicator of floodplain management responsibility, communities may choose to participate in FEMA's Community Rating System (CRS). This incentive-based program allows communities to undertake flood mitigation activities that go beyond NFIP requirements.

NFIP Compliance and Maintenance - In continuance of compliance with the NFIP, all jurisdictions have developed mitigation actions and analyzed previous actions that relate to NFIP maintenance, compliance, or public safety.

Flooding was identified as a high-risk hazard. In addition, many of the mitigation actions were developed with flood mitigation in mind. Many flood actions address public awareness, public safety, and flood reduction. These include disseminating NFIP brochures on the availability of flood insurance in public libraries and public meeting places. The "Turn Around, Don't Drown" program is also being embraced as an important educational tool for coastal and inland public awareness. Additional actions related to flooding are comprised of a variety of stormwater projects to reduce local flooding.



Table 11. Community Participation in the NFIP

Jurisdiction	NFIP Compliance/Maintenance
Calhoun County	Promote NFIP flood insurance; flood awareness program
Point Comfort	Add storm water and detention to reduce flooding; store records above BFE
Port Lavaca	Enhance flood awareness program
Seadrift	Improve drainage and reduce flooding of structures, roadways

Calhoun County 2017 HMP

Repetitive Loss - The Severe Repetitive Loss (SRL) Grant Program under FEMA provides federal funding to assist states and communities in implementing mitigation measures to reduce or eliminate the long-term risk of flood damage to severe repetitive loss residential insured under the NFIP. The Texas Water Development Board (TWDB) administers the SRL grant program for the State of Texas.

Severe Repetitive Loss properties are defined as residential properties that are:

- Covered under the NFIP and have at least four flood-related damage claim payments (including building and contents) over \$5,000 each, and the cumulative amount of such claim's payments exceed \$20,000; or
- For which at least two separate claim payments (building payments only) have been made with the cumulative amount of the building portion of such claims exceeding the market value of the building.
- For both instances, at least two of the reference claims must have occurred within any ten-year period and must be greater than 10 days apart.

- **Land Subsidence**

Hazard Description - Land Subsidence is the sudden sinking or gradual downward settling of land with little or no horizontal motion, caused by a loss of subsurface support, which may result from several natural and human-caused occurrences, including subsurface mining, the pumping of oil or groundwater. These events, depending on their location, can pose significant risks to health and safety, and interruption to transportation and other services. Subsidence occurs in coastal areas when water levels are lowered from groundwater withdrawal and oil and gas production, causing the clay to begin to dry and compact.

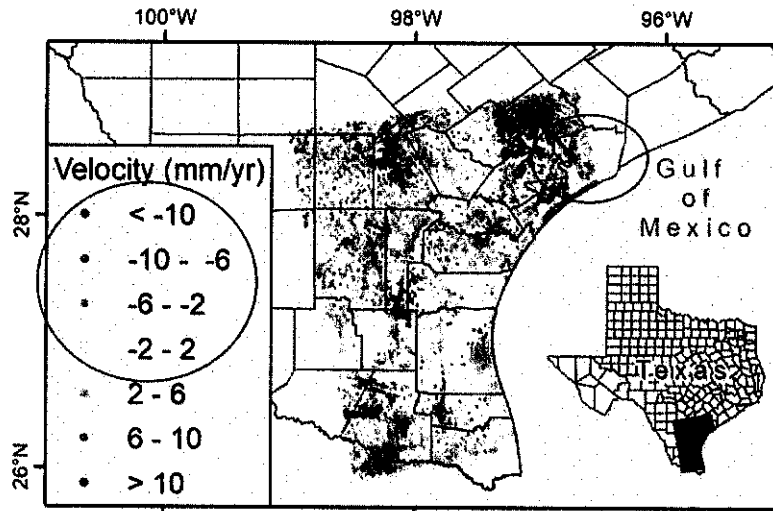
Location - With the removal of groundwater, all jurisdictions in the planning area could be affected by the loss of surface elevation. Karst landscapes imply the existence of land subsidence, generally in the form of sinkholes caused by sinking soils resulting from caves or cavities below.

Evaporated rock is soluble in water and can potentially cause large cavity formations. Sinkholes occur when underground holes are created either naturally or artificially and collapse due to induced force. Carbonate rocks are also prone to void formation but are less soluble and, therefore take much more time to form all the remaining constant. The jurisdiction lies atop these types of rocks.



Extent - All jurisdictions in Calhoun County are affected by land subsidence. The extent of land subsidence is measured by the number of feet of land lost or sunk. The figure below shows the subsidence rates for the Texas Coastal Bend, including the County. The participating jurisdictions are affected by land subsidence at a rate of up to 2 feet per year. The area circled in purple in Figure 28 identifies Calhoun County and all participating jurisdictions at these rates.

Figure 28. Graphical Abstract of Land Subsidence Velocity of the Texas Coastal Bend



<https://www.mdpi.com/2072-4292/14/1/192>

Historical Occurrences - Subsidence is a continuous hazard, and its effects are intimately intertwined with those of other natural forces and episodic hazardous events. There are no recorded historical occurrences, but local experience shows all participating jurisdictions suffer from land subsidence.

Probability of Future Events - Even with the restrictions on groundwater and oil/gas extraction in our coastal area, subsidence may continue to develop from other types of below-ground withdrawals or natural forces.

Assets, Vulnerabilities, and Impact - All jurisdictions are vulnerable and impacted by land subsidence, which includes loss of residential land, agricultural, industrial, wetlands, and marsh areas. Land subsidence could create financial impacts on residential and commercial properties and critical facilities and infrastructure. Saltwater intrusion, flooding and storm surge, and loss of submerged aquatic vegetation may be expected for these jurisdictions.

4.3 Other Hazards:

- *Infectious Disease*

Hazard Description - An infectious disease is caused by pathogenic microorganisms, such as bacteria, viruses, parasites, or fungi. The diseases can spread, directly or indirectly, from one person to another.



Zoonotic diseases are infectious diseases of animals that can cause disease when transmitted to humans. Infectious diseases are a major threat around the world, killing millions globally each year. Transmission of an infectious disease may occur through one or more means, including physical contact with infected individuals. These infecting agents may also be transmitted through liquids, food, bodily fluids, contaminated objects, airborne inhalation, or vector-borne dissemination.

Three terms are commonly used to classify disease impacts: endemic, epidemic, and pandemic. An endemic is always present at a low frequency (such as chicken pox). An epidemic is a widespread occurrence of an infectious disease in a community at a particular time (e.g., the bubonic plague during Medieval times), and a pandemic is an epidemic that becomes very widespread and affects a whole region, a continent or the world (e.g., the 2019 COVID-19 Pandemic that has to this date claimed 1,176,639 lives in the U.S. and over 7,000,000 lives worldwide.).

Pandemic threats have risen as our globalized economy and growing population fosters large-scale international travel and trade. Also, growing populations increase the vulnerability of all areas to disease as it can travel more quickly and create difficulty in preventing the spread of infection.

<https://data.who.int/dashboards/covid19/deaths?n=c>

<https://covid.cdc.gov/covid-data-tracker/#datatracker-home>

Location - Infectious disease is random and can lead to pandemics from any location.

Extent – It is difficult to determine the extent of infectious disease, especially disease that would lead to an epidemic or pandemic.

Historical Occurrences – There have been various outbreaks in the U.S. from 2017 to 2024. Figure 29 shares an account of those listed by the CDC.



Figure 29. List of Most Recent Outbreaks in the U.S. (2017-2024)

<i>Listeria</i> Outbreak Linked to Queso Fresco and Cotija Cheese ANNOUNCED FEBRUARY 2024 (2 cases have been reported in Texas)
Charcuterie Meats - <i>Salmonella</i> Infections ANNOUNCED JANUARY 2024 (3 cases have been reported in Texas)
Lead and Chromium Poisoning Outbreak Linked to Cinnamon Applesauce Pouches ANNOUNCED DECEMBER 2023 (100 confirmed cases in the U.S. some of which were in TX)
Suspected Fungal Meningitis - Epidural Related Surgeries in Mexico ANNOUNCED MAY 2023 (no data on cases in Texas)
Drug-resistant Infections Associated with Artificial Tears ANNOUNCED FEBRUARY 2023 (81 cases in the U.S. some of which were reported in Texas)
Raw Oysters - Norovirus Infections ANNOUNCED DECEMBER 2022 (an estimated 211 illnesses some of which were reported in Texas)
Hepatitis of Unknown Cause in Children ANNOUNCED MAY 2022 (numbers were not shared)
Coronavirus Disease 2019 (COVID-19) ANNOUNCED JANUARY 2020 (as of July 2023, the County reported 7,076 cases and 55 deaths)
Lung Injury Associated with E-cigarette Use or Vaping ANNOUNCED AUGUST 2019 (as of February 2020, the U.S. reported 2,807 hospitalized cases or deaths)
Raw Milk - Drug-resistant <i>Brucella</i> (RB51) ANNOUNCED FEBRUARY 2019 (no definite number of cases)
Measles Outbreaks 2019 ANNOUNCED JANUARY 2019 (in 2019, Texas had 22 confirmed cases of measles)

<https://usafacts.org/visualizations/coronavirus-covid-19-spread-map/state/texas/county/calhoun-county/>

<https://www.cdc.gov/outbreaks/index.html#print>

<https://www.dshs.texas.gov/vaccine-preventable-diseases/measles-rubeola/measles-rubeola-2019>

Probability of Future Events - Disease impacts all areas of the world, and all areas are vulnerable. Third-world countries have fewer resources to fight disease and may be more vulnerable than more industrialized nations. In the United States, the public health system works at the federal, state, and local levels to monitor diseases, plan and prepare for outbreaks, and prevent epidemics where possible. However, in the age of air travel and worldwide shipping, it is becoming increasingly difficult to contain localized outbreaks as infected or exposed people travel and work, sending the disease across the globe in hours. Future occurrences are highly likely. There is no seasonal pattern associated with infectious outbreaks. Outbreaks can last weeks, months, or years at a time. There is no warning time. Infectious disease cannot be detected until it is diagnosed. Condensed populations are more susceptible than rural areas.

Assets, Vulnerabilities, and Impact - Based on historical occurrence, the potential severity of the impact of an infectious disease outbreak could be substantial resulting in multiple deaths and a complete shutdown of facilities and public buildings for 30 days or more. Property may not be destroyed directly by a disease outbreak.



4.4 Technological:

- **Dam Failure**

Hazard Description - Dams are water storage, control, or diversion structures that impound water upstream in reservoirs. Dam failure can take several forms, including a collapse or breach in the structure. While most dams have storage volumes small enough that failures have few or no repercussions, dams storing large amounts can cause significant flooding downstream. Dam failures can result from any one or a combination of the following causes:

- Prolonged periods of rainfall and flooding, which cause most failures;
- Inadequate spillway capacity, resulting in excess overtopping of the embankment;
- Internal erosion caused by embankment or foundation leakage or piping;
- Improper maintenance, including failure to remove trees, repair internal seepage problems, or maintain gates, valves, and other operational components;
- Improper design or use of improper construction materials;
- Failure of upstream dams in the same drainage basin;
- Landslides into reservoirs, which cause surges that result in overtopping;
- High winds, which can cause significant wave action and result in substantial erosion;
- Destructive acts of terrorists; and
- Earthquakes, which typically cause longitudinal cracks at the tops of the embankments, lead to structural failure.

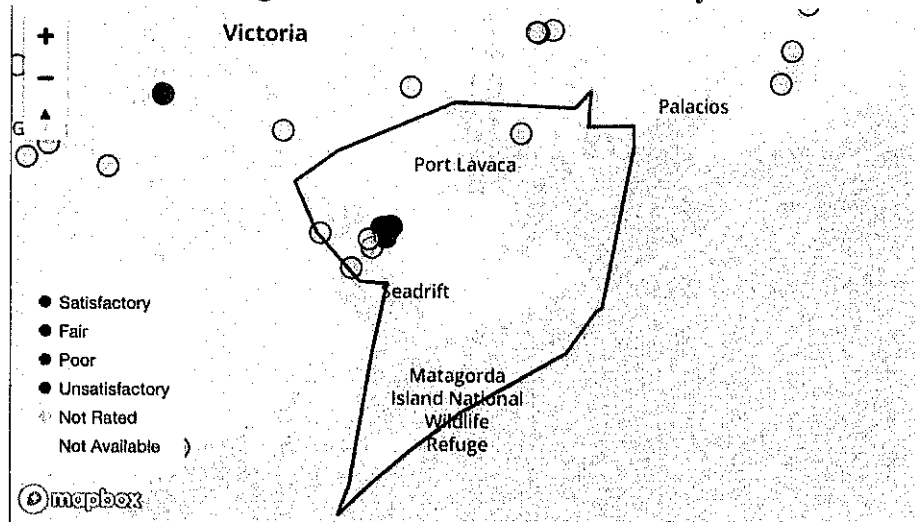
Dams provide benefits such as water supplies for drinking, irrigation, and industrial uses, flood control, hydroelectric power, recreation, and navigation. At the same time, they also represent a risk to public safety. Dams require ongoing maintenance, monitoring, safety inspections, and sometimes even rehabilitation to continue safe service.

In the event of a dam failure, the water's energy stored behind the dam can cause rapid and unexpected flooding downstream, resulting in loss of life and significant property damage. A devastating effect on water supply and power generation could also be expected.

Location - There are seven dams located in Calhoun County, as per the National Inventory of Dams. Out of these dams, six are privately owned and the state owns the seventh one. It's important to note that Calhoun County or its jurisdictions do not own or operate any of the listed dams making it difficult for them to have a say on how these dams are managed and maintained. The only information made available regarding these dams was found through the National Inventory of Dams and public online records. Table 12, below, provides a summary of the data found on these dams.



Figure 30. Dams in Calhoun County



<https://infrastructurereportcard.org/state-item/texas/>
<https://data.rgj.com/dam/texas/calhoun-county/48057/>
TAC 299.14

Extent - The extent or magnitude of a dam failure event can be measured in terms of the dam's classification. Calhoun County has never experienced a dam failure but has private dams located within its borders. The inundation depth from a dam failure would be 1 to 2 feet of water within the immediate ½ mile area of the failure.

Low Hazard -

- No loss of human life expected and minimal economic loss;
- No permanent habitable structures downstream of the dam; and
- Dams located in rural areas where failure may damage, occasional farm building, limited agricultural improvements, and minor highways.

Significant Hazard -

- Possible loss of human life located in the breach inundation area downstream of the dam and appreciable economic loss;
- 1 to 6 lives or 1 to 2 habitable structures;
- Damage to isolated homes;
- Damage to secondary highways (defined by TCEQ);
- Damage to minor railroads; and
- Interruption of service or use of public utilities



High Hazard -

- The expected loss of life located in the breach inundation area downstream of the dam and excessive economic loss;
- Seven or more lives or three or more habitable structures;
- Public facilities (i.e., water/ wastewater plants, pump stations, power transmission facilities, etc.);
- Agricultural, industrial, or commercial facilities;
- Main highways (defined by TCEQ); and
- Railroads used as major transportation.

The table below outlines the data for the dams located in Calhoun County. Any limitations to these dams are not under the discretion of the County or its cities, therefore, neither the County nor its cities can address any deficiencies. Deficiencies for these dams are not currently known.

Table 12. Dams Found in Calhoun County

Dam Name	NID ID	Owner Type	Hazard Potential Classification
Boiler Feed Basin	TX04742	Private	Significant
Operating Basins 1-5	TX04743	Private	Significant
Operating Basin No 6 Levee	TX03686	Private	Significant
Coxs Creek Dam	TX03683	Private	Low
Goff Bayou Saltwater Barrier	TX09352	State	Low
Operating Basin No 1 Levee	TX03687	Private	Low
Crawfish Isle Plantation	TX06012	Private	Low

<https://mid.sec.usace.army.mil/#/dams/search/&viewType=detail&resultsType=Dam%20Details&advanced=false&hideList=false&eventSystem=false>

Historical Occurrences - There has not been a recorded dam failure event in Calhoun County or an upstream dam failure. The dams listed in Calhoun County are not high-hazard dams.

Probability of Future Events - No historical events of dam failure have been recorded for Calhoun County. Due to the lack of historical occurrences, it is difficult to determine the probability of future events.

Assets, Vulnerabilities, and Impact - In 2019, the Association of State Dam Safety Officials estimated the cost to rehabilitate all non-federal dams in Texas at around \$5 billion. The Texas State Soil and Water Conservation Board estimates that \$2.1 billion is needed to repair or rehabilitate dams included in the Small Watershed Programs. All but one dam is privately owned, and the 7th is owned by the Guadalupe Blanco River Authority.

- **Hazardous Materials Release**

Hazard Description - Hazardous materials are substances that, if released or misused, can cause death, serious injury, long-lasting health effects, and damage to structure and other properties as well as to the environment.



Many products containing hazardous chemicals are routinely used and stored in homes. These products are also shipped daily on the nation's highways, railroads, waterways, and pipelines. Varying quantities of hazardous materials, from industrial chemicals and toxic waste to household chemicals, are transported daily. Hazardous material incidents can range from an industrial chemical spill to groundwater contamination by naturally occurring methane gas.

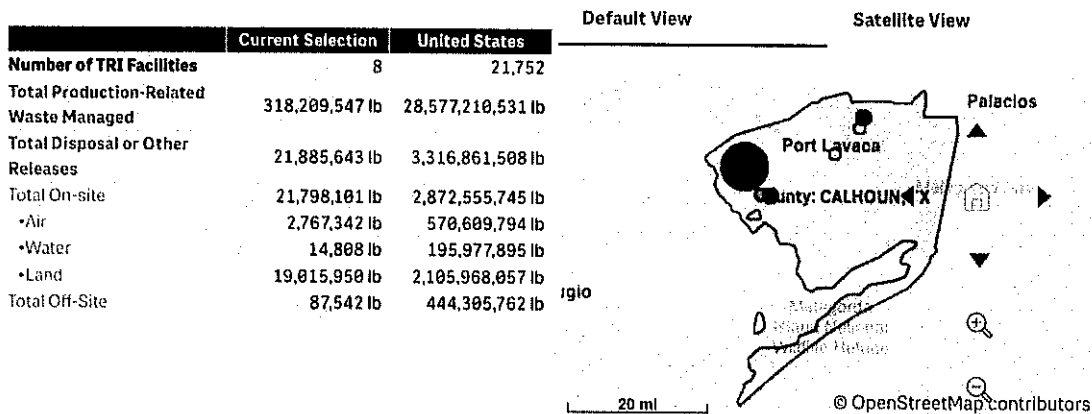
Residents located near industries or other properties that use hazardous materials have a higher risk of a hazardous materials incident. However, many hazardous materials are transported regularly over our highways and by rail, and if released during transport, can spread quickly to nearby communities. Human error is the probable cause of most transportation incidents involving the release of hazardous materials.

Location - The Toxics Release Inventory (TRI) is a publicly available database from the Federal Environmental Protection Agency (EPA) that contains information on toxic chemical release and other waste management activities reported annually by certain covered industry groups and federal facilities.

This inventory was established under the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) and expanded by the Pollution Prevention Act of 1990. Each year, facilities that meet certain activity thresholds must report their releases and other waste management activities for listed toxic chemicals to the EPA and the State of Texas.

Tier II data is a publicly available database from the Texas Commission on Environmental Quality (TCEQ) Tier II Chemical Reporting Program. Under the Community Right-to-Know program laws upheld at the state and federal level, all facilities that store significant quantities of hazardous chemicals must share this information with state and local emergency responders and planners. Facilities in Texas share this information by filing annual hazardous chemical inventories with the state, with Local Emergency Planning Committees (LEPCs), and with local fire departments. The Texas Tier II reports contain facility identification information and detailed chemical data about hazardous chemicals stored at the facility.

Figure 31. Locations of Calhoun County's TRI Facilities (2022)



CALHOUN, TX ranks 20 out of 2,474 counties nationwide based on total releases (Rank 1 = highest releases)



Extent – The extent of a hazardous material release will depend on whether it is from a mobile or fixed site and the size of the impact. The range of intensity will vary greatly depending on the circumstances. These factors and conditions include the material, toxicity, duration of the release, and environmental conditions such as wind and precipitation.

Table 13 and Figure 32 reflect the data from EPA’s (Environmental Protection Agency) TRI Toxics Tracker for Calhoun County in 2022.

Table 13. Calhoun County TRI Summary in Pounds for Waste Management Activities (2022)

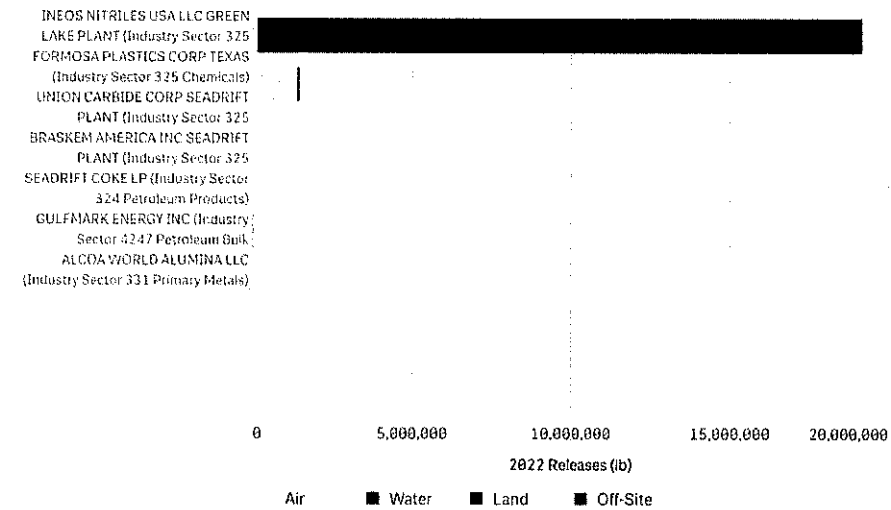
Facility	Released	Waste Mgmt. Recycling	Energy Recovery	Recovery / Treatment
Formosa	1,357,008.20	60,973,281	92,310,318	102,886,319
Alcoa	.83	0	0	0
GulfMark Energy	274.71	0	0	0
Ineos	19,149,890.01	0	13,007,000	1,209,593.04
Seadrift Coke	25,951.20	0	0	274,020
Braskem America	51,436.24	3,871,656.76	0	1,296,946.67
Union Carbide	1,211,416	98,795	0	20,485,640

<https://www.epa.gov/toxics-release-inventory-tri-program#trisearch>



Figure 32. Calhoun County's Top Facilities Based on Total Disposal or Other Releases (2022)

Top Ten Facilities Based on Total Disposal or Other Releases in 2022



Releases: includes air emissions, discharges to bodies of water or runoff, land disposal, and off-site transfers for disposal.

<https://www.epa.gov/toxics-release-inventory-tri-program#triresearch>

Historical Occurrences - Calhoun County includes the cities of Port Lavaca, Seadrift, and Point Comfort. Although major releases are occasional, they do occur. State Highway 35 is a major transportation thoroughfare running through the center of Port Lavaca from Corpus Christi to Houston, with numerous trucks carrying hazardous materials daily. These trucks also serve the local industries with products needed to sustain their operation. Highway 87 is also a major thoroughfare that services Calhoun County and Port Lavaca.

Probability of Future Events - The transport of hazardous material and explosives is regulated by the Texas Department of Transportation (TxDOT). Hazardous materials are transported through Calhoun County and the cities of Port Lavaca, Seadrift, and Point Comfort using major highways and thoroughfares. The risk of hazardous spills during transport exists and may increase in areas with continued industrial development and major highways. In addition, our county has multiple hazardous material sites, and therefore, the probability of future occurrences is occasional.

Assets, Vulnerabilities, and Impact - Hazardous material or toxic releases can have a significant negative impact. Such events can cause multiple deaths, completely shut down facilities for 30 days or more, and cause more than 50 percent of affected properties to be destroyed or suffer major damage. In a hazardous materials incident, solid, liquid, and/or gaseous contaminants may be released from fixed or mobile containers. Weather conditions will directly affect how the hazard develops. The micro-meteorological effect of the building and terrain can influence the travel of agents. Shielding in the form of sheltering-in-place can protect people from harmful effects. Non-compliance with fire and building codes, as well as failure to maintain existing fire and containment features, can substantially increase the damage from a hazardous materials release. The duration of a hazardous materials incident can range from hours to days. Warning time is minimal to none.



- ***Pipeline Failure***

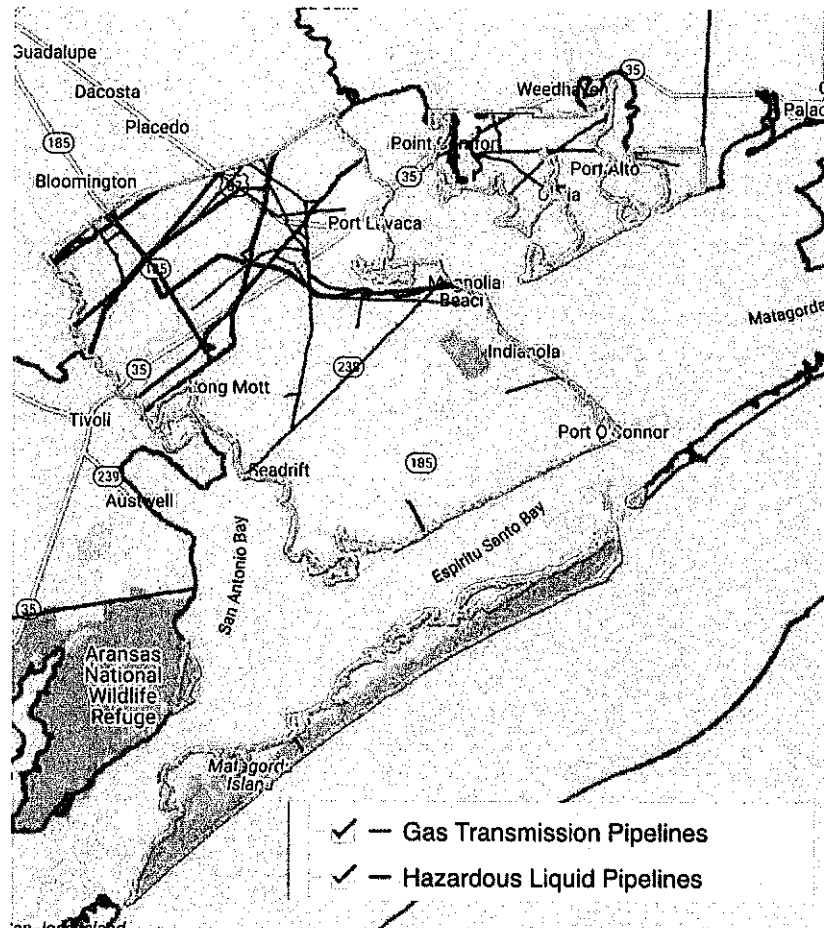
Hazard Description - Fuel pipeline breach or pipeline failure addresses the rare, but serious hazard of an oil or natural gas pipeline. An estimated 2.2 million miles of pipelines in the United States carry hazardous materials. Natural gas pipelines transport natural gas and oil, or liquid petroleum pipelines transport crude oil and refined products from crude oils, such as gasoline, home heating oil, jet fuel, and kerosene in addition to liquefied propane, ethylene, butane, and some petrochemical products. Sometimes oil pipelines are also used to transport liquefied gases, such as carbon dioxide.

Pipeline failure is rare but can cause extensive property damage and loss of life. Pipelines have caused fires and explosions that killed more than 200 people and injured more than 1,000 people nationwide and 50 people in Texas in the last decade.

Location - Figure 33 on the following page shows the locations of gas and oil pipelines throughout the County. It is important to note that due to scale, some pipelines cannot be seen on maps where one pipeline runs directly over another or where pipelines appear too close together to be visible on the map. If any of these energy pipelines were to rupture, such an event could endanger property and lives in the immediate area. Immediate impacts can occur within a half-mile area, and secondary impacts can occur within a mile of the incident. Therefore, due to the location of both oil and gas pipelines, Calhoun County and the cities of Port Lavaca, Seadrift, and Point Comfort face a moderate to high risk.



Figure 33. Locations of Oil and Gas Pipelines in Calhoun County



*The yellow lines outline the County.
<https://pvnpm.phmsa.dot.gov/PublicViewer/>

Extent - While many accidents are relatively small in terms of the amount of property damage that is reported, the amount of pipelines throughout the county is substantial. With this amount of product being moved through the pipelines there is always a chance of failure.

Historical Occurrences - The causes of pipeline failures can range from internal issues such as corrosion or material defects to outside forces. Such forces can include damage from natural hazards, such as earthquakes or intentional destruction by humans.

Probability of Future Events - Based on previous data and the location of pipelines in Calhoun County and the cities of Port Lavaca, Seadrift, and Point Comfort, the possibility of a future occurrence is likely.



Assets, Vulnerabilities, and Impact - Pipeline failure can have a substantial impact. Such events can cause multiple deaths, completely shut down facilities for thirty days or more, and cause more than fifty percent of affected properties to be destroyed or suffer major damage. Industries in Calhoun County rely on pipelines for the manufacture of products.

- **Terrorism**

Hazard Description - Terrorism can strike in any community regardless of size. While no amount of planning and mitigation can remove 100 percent of the risk from terrorism, hazard mitigation and preparedness can help reduce the risk.

Terrorism is the use of force or violence against persons or property in violation of the criminal laws of the United States for the purpose of intimidation, coercion, or ransom. There are two categories of terrorism in the United States:

- **Domestic Terrorism** - is terrorist activities that focus on facilities or populations without foreign direction.
- **International Terrorism** - is terrorist activities that are foreign-based and/or sponsored by organizations or groups outside the U.S.

The distinction between domestic or international terrorism refers not to where the terrorist act takes place but rather to the origin of the individuals or groups responsible for it. For example, the 1995 bombing of the Murrah Federal Building in Oklahoma City was an act of domestic terrorism, but the attacks of September 2001 were international in nature.

International terrorism poses the greatest threat to our national security. Global trends indicate that the growing number of terrorist groups will become more networked and even harder to identify and track.

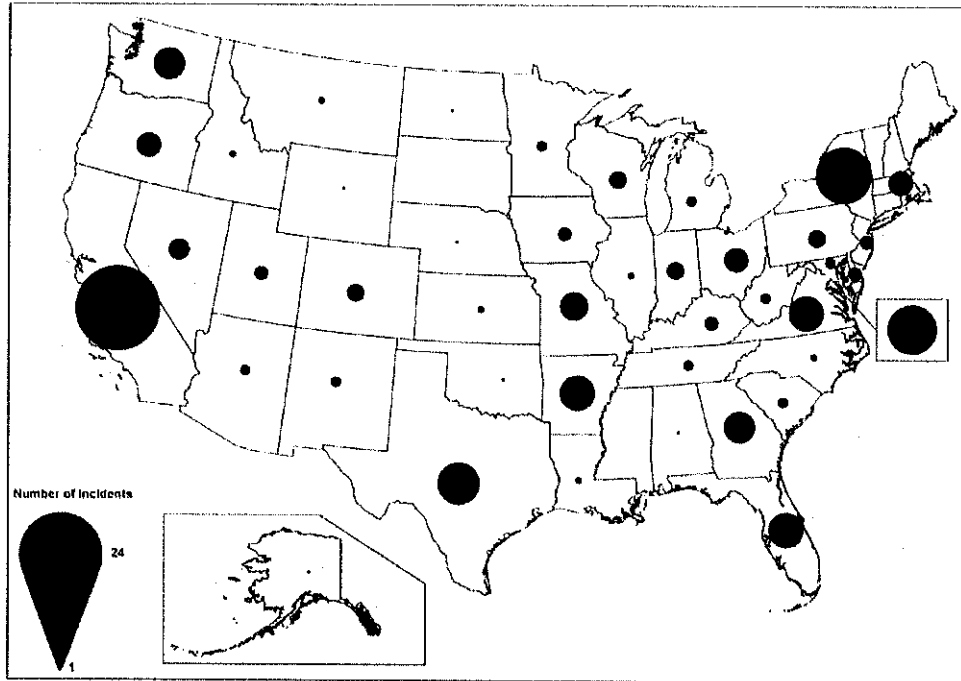
Terrorists often use threats to create fear among the public, to convince citizens that the government is powerless to prevent terrorism, and to get immediate publicity for their causes. Weapons of mass destruction (WMD) encompasses nuclear, radiological, chemical, and biological agents, as well as other weapons capable of causing significant harm to many people or substantial damage to buildings, natural structures, or the biosphere, thus posing a threat of a catastrophic incident. Terrorism includes the following hazards:

- Conventional bomb
- Biological agents
- Chemical agents
- Nuclear bomb
- Radiological agents
- Arson/incendiary attack
- Armed attack
- Agroterrorism
- Intentional hazardous materials release
- Cyberattacks



Location - The form and locations of many natural hazards are identifiable and even, in some cases, predictable. However, there is no defined geographic boundary for terrorism. Based on previous events, it is presumed that critical facilities and services and large gatherings of people are at higher risk. The figure below was taken from a report from the U.S. Government Accountability Office (GAO), and it shows that domestic terrorism is on the rise in all states, including Texas.

Figure 34. U.S. Domestic Terrorism Incidents by State (2010 through 2021)



Source: U.S. Department of Homeland Security, Domestic Terrorism Mission Center data. | GAO-23-101720

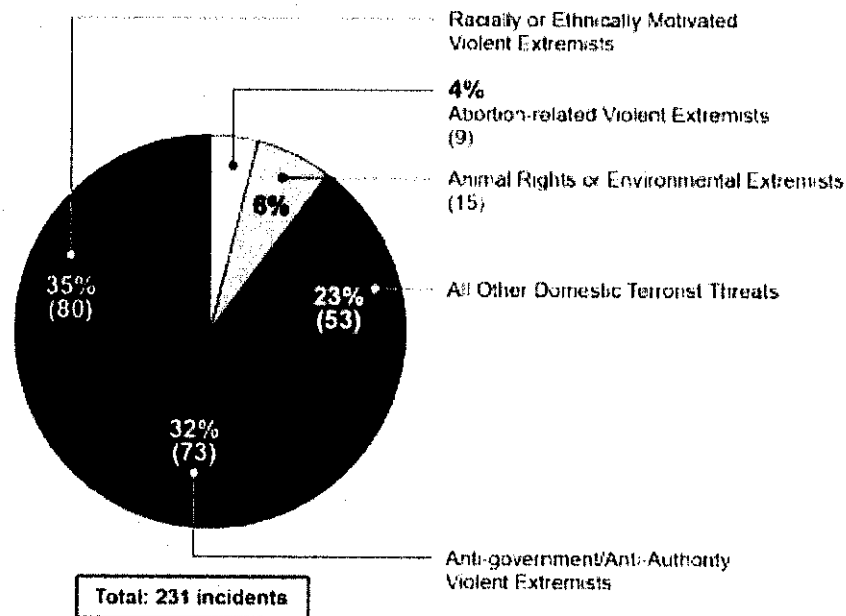
<https://www.gao.gov/blog/rising-threat-domestic-terrorism-u.s.-and-federal-efforts-combat-it>

Extent – The GAO reported that “all but eight states across the U.S. experienced at least one incident of domestic terrorism between 2010 and 2021. And over the last 10 years, domestic terrorism-related investigations have grown by 357%”. Terrorism cannot be forecasted with any accuracy; therefore, terrorist acts can occur anywhere and at any time.

Historical Occurrences – According to the U.S. Department of Homeland Security (DHS), about 35% of domestic terrorism cases in the last 10 years were racially- or ethnically motivated. Anti-government or anti-authority motivated violent extremism came in second, and other incidents were linked to animal rights extremists and abortion-related violent extremists. Additionally, the U.S. has unfortunately also seen a rise in mass shootings. According to an article by Forbes magazine, Texas was ranked second in the most mass shootings in 2023.



Figure 35. U.S. Domestic Terrorism-Related Incidents by Category (2010 through 2021)



Source: GAO analysis of Department of Homeland Security Counterterrorism Mission Metrics data | GAO-23-10470

<https://www.forbes.com/sites/ariannajohnson/2023/05/08/texas-has-the-second-most-mass-shootings-in-2023-how-its-other-gun-violence-crimes-measure-up/?sh=1adfd3bf54b0>

Probability of Future Events - Unfortunately, terroristic events are difficult to predict; however, the DHS has provided insightful information for all jurisdictions regarding terrorist threats and how to stay informed. All this can be found at <https://www.dhs.gov/ntas/advisory/national-terrorism-advisory-system-bulletin-may-24-2023>.

Assets, Vulnerabilities, and Impact - Because there is no defined geographic hazard boundary, all people and property in Calhoun County and the cities of Port Lavaca, Seadrift, and Point Comfort are potentially exposed to risk from damage from a terrorist event.

While we may not be able to prevent an attack, it is well within our ability to lessen the likelihood and/or the potential effects of an incident. Calhoun County and the cities of Port Lavaca, Seadrift, and Point Comfort continue to improve their readiness to respond to a terrorist incident through participation in state and federal programs that provide training and equipment for agencies that would respond to a local terrorist incident and in exercises that help to improve agency coordination and test local response plans.



Section 5 – Mitigation Strategies

Mitigation Goals

The planning team developed a mitigation strategy for the Plan by reviewing the plan and the goals included in the previous plans.

Planning team members reviewed the mitigation strategy from the 2017 HMP, and all members present agreed that the Updated HMP's goals should match those of the GRBA's 2018 Hazard Mitigation Action Plan and remain the same:

- **Goal 1 - Protect public health and safety.**
- **Goal 2 - Increase the coordination and cooperation among intergovernmental entities in carrying out hazard mitigation.**

The planning team evaluated each action. As a result of this review, a priority was assigned to each mitigation action. The overall priority was denoted within each action by team members as High, Moderate, or Low. Considering the social, technical, administrative, political, legal, economic, and environmental factors necessary for the implementation of each action, the planning team prioritized each action. Actions that the funding sources are local funds will be prioritized based on available funds regardless of priority. Priority rankings are classified as indicated in the table below.

Table 14. Priority Rankings for Classifying Hazard Mitigations

Priority	Description
High	Benefits of mitigating the risk of death or severe bodily injury outweigh the costs to implement actions rated as high priorities
Moderate	Reducing vulnerability to threats and improving quality of life and peace of mind are benefits for actions rated as moderate priorities.
Low	Awareness of low-risk/low-impact hazards offers the benefits of time to assess, plan, and integrate low-priority mitigation actions as time, need, and funding permits.

All jurisdictions used this priority and the cost-benefit review to determine that all jurisdictions would implement the new mitigation actions based on ranking. The following pages are the actions for Calhoun County and the cities of Port Lavaca, Seadrift, and Point Comfort. Although some Past Actions may have been completed, they will continue to be included in the list of Action Items in case maintenance, repair, recovery, or mitigation is needed on these items in the future.



Table 15. Proposed Mitigation Measures / Action Items

#	Proposed Action	Priority High (H), Moderate (M), or Low (L)	Anticipated Cost / Time Frame	Funding Sources	Jurisdiction	Status Deferred (D), Ongoing (O), New (N), or Completed (C)	Hazard Being Addressed
1	Produce Public Education pamphlets on how to mitigate the hazards	M	\$5,000 / Unknown	Grants, Loans, or Local Funds	All	O	All
2	Purchase generators and wiring harnesses for Fire Depts, Law Enforcement, Public Works, City and County offices, and other critical infrastructures to mitigate the hazards.	H	Unknown / Unknown	Grants, Loans, or Local Funds	All	O	All
3	Purchase and install weather radios in critical facilities to mitigate hazards.	M	Unknown / Unknown	Grants, Loans, or Local Funds	All	O	All weather-related hazards
4	Purchase and install low-flow water fixtures to help mitigate drought.	M	Unknown / Unknown	Grants, Loans, or Local Funds	All	O	Drought
5	Education of engineers, road, bridge, and	L	Unknown / Unknown	Grants, Loans, or	All	O	Expansive soils



	public works employees on expansive soil construction techniques for all participating jurisdictions.			Local Funds			
6	Update ordinances or policies to reduce groundwater depletion.	L	Unknown / Unknown	Grants, Loans, or Local Funds	All	O	Land Subsidence
7	Apply calcium soil stabilizers to areas known to have expansive soil.	L	\$150K / Unknown	Grants, Loans, or Local Funds	All	O	Expansive Soils
8	Enhance/Restore wetland areas with marsh or other mitigation mechanisms to reduce erosion. This could include rock structures and beach re-nourishment.	H	Unknown / Unknown	Grants, Loans, or Local Funds	All	O	Coastal Erosion
9	Construct a FEMA Safe Room	H	Unknown / Unknown	Grants, Loans, or Local Funds	All	O	Mitigation Goal #1
10	Update, reconstruct, or purchase new equipment for existing sewer lift stations.	H	Unknown / Unknown	Grants, Loans, or Local Funds	All	N	Hazards causing power outages



11	Protect, enhance, and restore wetland areas with mats or other mitigation mechanisms to reduce erosion. This could include rock structures, beach re-nourishment, and dredge channels using this material to re-nourish the beach.	H	Unknown / Unknown	Grants, Loans, or Local Funds	All	O	Erosion and Storm Surge
12	Drainage Improvement Projects that address Drainage	H	\$400K - \$3M / Unknown	Grants, Loans, or Local Funds	All	O	Flooding
13	Promote NFIP flood insurance and public awareness by printing and distributing brochures on the dangers of floods, storm surges, and river flooding.	M	\$20K / Unknown	Grants, Loans, or Local Funds	All	O	Mitigation Goal #1
14	Construct an underground fiber line from the Courthouse to	H	Unknown / Unknown	Grants, Loans, or Local Funds	Calhoun County	O	Mitigation Goal #1



	the Combined Dispatch						
15	Coastal Protection and Barrier Restoration / Construction Projects	H	Unknown / Unknown	Grants, Loans, or Local Funds	All	O	Flooding, Land Subsidence, and Coastal Erosion
16	Public Facilities improvements	H	Unknown / Unknown	Grants, Loans, or Local Funds	All	O	Mitigation Goal #1
17	Community Cooling and Heating Centers	H	Unknown / Unknown	Grants, Loans, or Local Funds	All	O	Extreme Heat
18	Provide critical facilities, such as hospitals, with MMC Emergency Mobile Units	H	Unknown / Unknown	Grants, Loans, or Local Funds	All	N	Mitigation Goal #1
19	Projects to reroute rainwater	H	Unknown / Unknown	Grants, Loans, or Local Funds	All	N	Flooding
20	Hazard Mitigation Plan Updates	M	\$100K / Unknown	Grants, Loans, or Local Funds	All	O	Mitigation Goal #1
21	Training and travel expenses for first responders	M	Unknown / Unknown	Grants, Loans, or Local Funds	All	N	Mitigation Goals #1 and #2
22	Upgrade portable and mobile radios to include base stations at both stations and at PD and SO to become	M	Unknown / Unknown	Grants, Loans, or Local Funds	All	N	Mitigation Goals #1 and #2



	more compatible with the all critical facilities and schools.						
23	Purchase Emergency vehicles for critical facilities such as Fire Stations and Police Departments, and EMS (ex. Pumper, Ladder, and Tanker trucks)	M	Unknown / Unknown	Grants, Loans, or Local Funds	All	N	All
24	Repair, reconstruct, and/or expand wastewater, water, and sewer treatment plants	H	Unknown / Unknown	Grants, Loans, or Local Funds	All	N	All
25	Construct shade structures at various Public Parks	M	\$100K each / Unknown	Grants, Loans, or Local Funds	All	N	Extreme Heat
26	Elevate and upgrade Ocean Drive	H	Unknown / Unknown	Grants, Loans, or Local Funds	Calhoun County	O	Flooding
27	New Training Drill Tower to be at Drill Field on Stringham Dr.	M	Unknown / Unknown	Grants, Loans, or Local Funds	Calhoun County	N	Mitigation Goal #1
28	Mobile Data Information Systems (MDIS) and maintenance	H	Unknown / Unknown	Grants, Loans, or Local Funds	Calhoun County	N	Mitigation Goals #1 and #2



29	Purchase Mobile Data Terminal Tablets	H	Unknown / Unknown	Grants, Loans, or Local Funds	Calhoun County	N	Mitigation Goals #1 and #2
30	CCSO: Mobile Command Post Trailer	H	Unknown / Unknown	Grants, Loans, or Local Funds	Calhoun County	N	All
31	Purchase Cell on Wheels (COW)	H	Unknown / Unknown	Grants, Loans, or Local Funds	Calhoun County	N	Mitigation Goals #1 and #2
32	Purchase Night Vision equipment	H	Unknown / Unknown	Grants, Loans, or Local Funds	Calhoun County	N	Mitigation Goals #1 and #2
33	Satellite Phone located at Station 1	H	Unknown / Unknown	Grants, Loans, or Local Funds	Calhoun County	N	Mitigation Goal #1
34	High profile rescue vehicles to be purchased and kept at Port Lavaca Fire Station	H	Unknown / Unknown	Grants, Loans, or Local Funds	Port Lavaca	N	Mitigation Goal #1
35	Purchase of Rescue Boats to be kept at Port Lavaca Fire Station	H	Unknown / Unknown	Grants, Loans, or Local Funds	Port Lavaca	N	Mitigation Goal #1
36	Acquire UPRR right-of-way and construct a Stormwater Detention Pond to resolve flooding issue in area around Half League and George Street	H	\$8M / Unknown	Grants, Loans, or Local Funds	Port Lavaca	N	Flooding



	Replace/upgrade the concrete lined portion of Corporation Ditch	H	Unknown / Unknown	Grants, Loans, or Local Funds	Port Lavaca	N	Flooding
37	Upgrade Corporation Ditch downstream of SH 238 to provide ease and safety to maintain and possible detention pond(s) along its length	M	\$2M / Unknown	Grants, Loans, or Local Funds	Port Lavaca	N	Flooding
38	Replace and upgrade failing CMP drainage culverts under the Railroad spur at the Harbor of Refuge where Helena rails in Hazardous Materials	H	\$800K / Unknown	Grants, Loans, or Local Funds	Port Lavaca	N	Flooding
39	Increase drainage capacity of storm sewer system along Live Oak from Lavaca Street to the Bay	H	\$4M / Unknown	Grants, Loans, or Local Funds	Port Lavaca	N	Flooding
40	New Fire Station located in the City of Port Lavaca	H	Unknown / Unknown	Grants, Loans, or Local Funds	Port Lavaca	N	All
41	Increase drainage capacity of storm sewer system in the George St. and Wilson St. area that drains to the Bay along E. Wilson Street	H	Unknown / Unknown	Grants, Loans, or Local Funds	Port Lavaca	N	Flooding
42	Construct a North Relief Channel to divert storm water	H	Unknown / Unknown	Grants, Loans, or	Port Lavaca and	N	Flooding



	runoff coming from the north directly to the bay upstream of Lynn's Bayou			Local Funds	Calhoun County		
43	Erosion Mitigation expand existing groins at Lighthouse Beach and Boat ramp	H	\$5M / Unknown	Grants, Loans, or Local Funds	Port Lavaca	N	Coastal Erosion
44	Construct Living Shoreline along wetlands of Lighthouse Beach Park	M	\$10M / Unknown	Grants, Loans, or Local Funds	Port Lavaca	N	Coastal Erosion
45	Construct shoreline protection of eastern shorelines of the Harbor of Refuge	H	\$10M / Unknown	Grants, Loans, or Local Funds	Port Lavaca	N	Coastal Erosion
46	Corporation Ditch Project -- includes storm drainage improvements and the construction of a retention pond	H	\$8.6M / Unknown	Grants, Loans, or Local Funds	Port Lavaca	O	Flooding
47	Improvements to the Harbor of Refuge	H	\$524K / Unknown	Grants, Loans, or Local Funds	Port Lavaca	O	Mitigation Goal #1
48	Purchase and install quick connects for portable generators for all Port Lavaca sewer lift stations. Purchase	H	Unknown / Unknown	Grants, Loans, or Local Funds	Port Lavaca	O	Mitigation Goal #1



	portable generators to include the Sewer Plant.						
2017 HMP – Past Actions							
49	Install larger culverts for increased drainage	H	\$500K / Unknown	Grants, Loans, or Local Funds	All	PL - O S - O PC - C Co - O	Flooding
50	Create fire breaks around public critical facility buildings and properties	M	\$20K / Unknown	Grants, Loans, or Local Funds	All	PL - O S - D PC - C Co - D	Wildfires
51	Plant drought-resistant plants at public parks and buildings	H	\$150K / Unknown	Grants, Loans, or Local Funds	All	PL - O S - D PC - C Co - O	Drought
52	Incorporate into existing plans a policy on how to reduce groundwater depletion.	L	Unknown / Unknown	Grants, Loans, or Local Funds	All	PL - O S - D PC - O Co - O	Land Subsidence
53	Training for First Responders and Government employees on how to mitigate the hazards of infectious diseases	M	\$5K / Unknown	Grants, Loans, or Local Funds	All	PL - O S - D PC - O Co - D	Infectious Disease
54	Install covers or shields over utility	M	\$25K / Unknown	Grants, Loans, or	All	PL - O S - C PC - O Co - O	Hailstorms



	systems such as HVAC			Local Funds			
55	Handheld sensors for first responders to have on vehicles when responding to HazMat incidents to mitigate exposure to hazardous materials.	M	\$5K / Unknown	Grants, Loans, or Local Funds	All	PL - O S - D PC - O Co - O	Hazardous Materials Release
56	Training for field personnel and governmental employees to mitigate a pipeline failure	L	\$5.5K / Unknown	Grants, Loans, or Local Funds	All	PL - O S - D PC - O Co - O	Pipeline Failure
57	Training for government employees on how to mitigate terrorism.	L	\$3K / Unknown	Grants, Loans, or Local Funds	All	PL - O S - D PC - O Co - O	Terrorism
58	Establish cooling centers at public parks and/or critical facilities	M	\$5K / Unknown	Grants, Loans, or Local Funds	All	PL - O S - C PC - O Co - O	Extreme Heat
59	Install grounding/surge protection to all antennas/electronics	M	\$25K	Grants, Loans, or Local Funds	All	PL - O S - D PC - O Co - C	Lightning
60	Enhance public parks by recreational fields and equipment, playgrounds, new cabanas, community pavilions,	M	\$500K	Grants, Loans, or Local Funds	All	O	Flooding



	restrooms, and increased parking						
61	Install larger culverts and have an engineer complete a drainage plan for the area along the intercostal area (Boggy and Port O'Connor Community)	H	\$500K	Grants, Loans, or Local Funds	Calhoun County	Co - O	Flooding
62	Boat Ramp (Alamo Beach)	H	\$150K	Grants, Loans, or Local Funds	Calhoun County	Co - C	Hurricanes
63	Boat Ramp (Magnolia Beach)	H	\$175K	Grants, Loans, or Local Funds	Calhoun County	Co - C	Hurricanes
64	New/Upgrade (one) Public Restroom and septic facilities at Indianola Beach	H	\$380K	Grants, Loans, or Local Funds	Calhoun County	Co - C	Hurricanes
65	Improve Olivia Park by adding a new fishing pier and protecting and enhancing the wetlands.	H	\$500K	Grants, Loans, or Local Funds	Calhoun County	Co - O	Hurricanes
66	Harden County Precinct Barns to mitigate the effects of Tornadoes.	H	\$150K	Grants, Loans, or Local Funds	Calhoun County	Co - O	Tornadoes
67	Install/repair bulkheads to mitigate coastal	H	\$400K	Grants, Loans, or Local Funds	Calhoun County	Co - O	Coastal Erosion



	erosion at Precincts 1-4.						
68	Purchase and install riprap to mitigate coastal erosion.	H	\$100K	Grants, Loans, or Local Funds	Calhoun County	Co - O	Coastal Erosion
69	Purchase portable warning signs and cones to mitigate dam failure	L	\$1.5K	Grants, Loans, or Local Funds	Calhoun County	Co - O	Dam Failure
70	Include drainage systems plans on county buildings to mitigation expansive soils	L	\$1.5K	Grants, Loans, or Local Funds	Calhoun County	Co - O	Expansive Soils
71	Develop a county-wide plan or policy to reduce groundwater depletion to mitigate land subsidence.	L	Unknown	Grants, Loans, or Local Funds	Calhoun County	Co - O	Land Subsidence
72	Add Detention basins to reduce standing water and flooding.	H	Unknown	Grants, Loans, or Local Funds	Seadrift	O	Flooding
73	Renovate-Repair 1962 Era Seawall that has areas of severe deterioration at A.D Powers Park between 3 rd and 12 th streets	H	\$1M	Grants, Loans, or Local Funds	Seadrift	O	Hurricanes
74	Constructing breakwater and or additional seawall	H	\$750K	Grants, Loans, or Local Funds	Seadrift	O	Hurricanes
75	Construct new water	H	Unknown	Grants, Loans, or	Seadrift	O	Tornadoes



	treatment/producti on building with concrete block structure. The current structure is metal with severe metal rust and corrosion.			Local Funds			
76	Construct concrete block structure/control room at wastewater treatment plant to replace vulnerable portable building to help with continuity of service operations in the event of disaster.	H	Unknown	Grants, Loans, or Local Funds	Seadrift	O	Tornadoes
77	Develop and implement drought contingency plans.	H	\$3K	Grants, Loans, or Local Funds	Seadrift	C	Drought
78	Erosion Mitigation- Shoreline Restoration Construct Groins, breakwaters and/or additional seawall.	H	\$1M	Grants, Loans, or Local Funds	Seadrift	C	Coastal Erosion
79	Shoreline protection- allowing sea grasses to establish, enhancing wetlands	H	\$1M	Grants, Loans, or Local Funds	Seadrift	C	Coastal Erosion



	accretion-construct groins seaward of shoreline.						
80	Shoreline protection and erosion mitigation-construct bulkhead to prevent erosion from filling Harbor. Harbor infrastructure protecting shoreline and enhancing accessibility.	H	\$3.7M	Grants, Loans, or Local Funds	Seadrift	C	Coastal Erosion
81	Include expansive soils in building construction ordinances.	L	\$2K	Grants, Loans, or Local Funds	Seadrift	C	Expansive Soils
82	Equipment shelters for utilities for protection	M	\$15K	Grants, Loans, or Local Funds	Seadrift	D	Hailstorms
83	Install shutters on city buildings	H	\$50K	Grants, Loans, or Local Funds	Seadrift	C	Windstorm
84	Upgrade culverts and drainage along Pease Street and other areas.	H	\$250K	Grants, Loans, or Local Funds	Point Comfort	C	Flooding
85	Add storm water and detention basins to reduce flooding, standing water and poor drainage	H	Unknown	Grants, Loans, or Local Funds	Point Comfort	C	Flooding



86	Install hurricane shutters on City Hall to mitigate hurricane impacts.	H	Unknown	Grants, Loans, or Local Funds	Point Comfort	O	Hurricanes
87	Install bulkhead to ensure shoreline stabilization by mitigating hurricane damage.	H	\$100K	Grants, Loans, or Local Funds	Point Comfort	O	Hurricanes
88	Create fire breaks around city buildings to mitigate wildfires.	M	\$5K	Grants, Loans, or Local Funds	Point Comfort	C	Wildfires
89	Harden City Hall to mitigate the effects of tornadoes.	H	\$75K	Grants, Loans, or Local Funds	Point Comfort	C	Tornadoes
90	Harden the Police Station to mitigate tornadoes.	H	Unknown	Grants, Loans, or Local Funds	Point Comfort	O	Tornadoes
91	Install breakwaters/groins for erosion control	H	\$100K	Grants, Loans, or Local Funds	Point Comfort	O	Coastal Erosion
92	Enhancing/protecting wetlands by allowing sea grasses to be established to mitigate erosion.	H	\$40K	Grants, Loans, or Local Funds	Point Comfort	O	Coastal Erosion
93	Adopt building ordinance to include expansive soil requirements.	L	\$5K	Grants, Loans, or Local Funds	Point Comfort	O	Expansive Soils
94	Adopt building ordinance to include foundation	L	\$1K	Grants, Loans, or Local Funds	Point Comfort	O	Land Subsidence



	support for new structures.						
95	Adopt ordinances to require that temporary structures be anchored to mitigate windstorms.	H	\$5K	Grants, Loans, or Local Funds	Point Comfort	O	Windstorms
96	Update current building ordinances to require temporary structures to be strapped down to mitigate windstorms; including revising plans or policies, if needed.	M	\$2.5K	Grants, Loans, or Local Funds	Port Lavaca and Calhoun County	PL - C Co - O	Windstorm
97	Implement an ongoing program to remove debris and trees from Lynn Bayou drainage areas.	H	\$40K / Unknown	Grants, Loans, or Local Funds	Port Lavaca	O	Flooding
98	Replace Breakwater that is in disrepair.	H	\$400K / Unknown	Grants, Loans, or Local Funds	Port Lavaca	O	Hurricanes
99	Implement an ongoing program to remove debris and trees from	H	\$40K / Unknown	Grants, Loans, or Local Funds	Port Lavaca	O	Flooding



	Lynn Bayou drainage areas.						
100	Harden Water Treatment Plant	H	\$50K / Unknown	Grants, Loans, or Local Funds	Port Lavaca	Privately Owned - D	Tornadoes
101	Increase splashover area at Bayfront	H	\$200K / Unknown	Grants, Loans, or Local Funds	Port Lavaca	O	Coastal Erosion
102	Repair and or install Bulkhead along the coastline	M	\$100K / Unknown	Grants, Loans, or Local Funds	Port Lavaca	O	Coastal Erosion
103	Include drainage system plans on city buildings	L	\$1.5K / Unknown	Grants, Loans, or Local Funds	Port Lavaca	O	Expansive Soils
104	Build Pavillion or covers in public areas and public parks, etc.	M	\$10K / Unknown	Grants, Loans, or Local Funds	Port Lavaca	O	Extreme Heat



Section 6 – Plan Integration and Maintenance

I. Integration into Local Planning Mechanisms

The cities of Port Lavaca, Seadrift, Point Comfort, and Calhoun County will implement the plan and continue to monitor, evaluate, and enhance the plan yearly if needed. To ensure that the Plan remains current and relevant, the following plan maintenance procedures will be addressed:

- Monitoring and Evaluating the Plan by each city and county yearly during budgets and other planning updates;
- Updating the Plan as needed from the completion of mitigation projects included in the Mitigation Plan or changes in the priorities of these projects;
- Incorporating the Plan into other Planning Projects during yearly budget sessions and upon obtaining Mitigation grants, etc.; and
- Continued Public Involvement through surveys available at the County courthouse Floodplain office or the Port Lavaca, Seadrift, or Point Comfort's City Hall Building/Floodplain offices.

II. Monitoring and Evaluation

Periodic revisions of the plan are required to ensure that the goals and mitigation action plans are kept current. In addition, revisions may be necessary to ensure the plan fully complies with state and federal standards.

Monitoring and evaluating the Plan will be the responsibility of the member assigned from each jurisdiction. All jurisdictions have designated one person or department responsible for developing and implementing the Plan. This team member's title is listed in Appendix A. The Public Works Director is responsible for the City of Port Lavaca's monitoring implementation of the plan, the Mayor for the City of Seadrift, the Police Chief for the City of Point Comfort, and the Floodplain Administrator for Calhoun County. The Calhoun County Floodplain Administration office will be the lead agency responsible for working with all the jurisdictions to update the Hazard Mitigation Plan as needed.

Monitoring implementation and evaluating the effectiveness of the mitigation strategy are tasks effectively accomplished together. Monitoring implementation involves tracking progress and reasons for lack of progress through status reports, especially for updates on mitigation actions. A review of the new mitigation plans in Section 19 will be done annually at the Planning Group Meeting. The following criteria will be reviewed yearly to assess the effectiveness of the Hazard Mitigation Plan:

- Are the projects still cost-effective?
- Is there new funding available for Mitigation projects?
- Are there new hazards that could impact the area?
- Have mitigation actions been implemented or completed?

III. Updating and Plan Amendments

All jurisdictions will report the status of their mitigation actions or projects to the Calhoun County Floodplain Administrator yearly, which will incorporate these changes into the Plan for the next update. Minor technical changes can be made to the Plan at any time to keep it current.



However, any changes by any jurisdiction to the mitigation actions or modification in the overall direction of the Plan will be subject to formal adoption by the governing body of that jurisdiction. Once the amendment is approved, it will be transmitted to the Texas Division of Emergency Management (TDEM).

In determining whether to recommend approval or denial of a plan amendment request, the following factors will be considered:

- Errors or omissions made in the identification of issues or needs during the preparation of the Plan;
- New issues or needs that were not adequately addressed in the Plan; and
- Changes in information, data, or assumptions from those on which the Plan was based.

Five Year Review

The Plan will be thoroughly reviewed by each planning team member for their jurisdiction at the end of three years from the date of adoption by the local governing body to determine whether any significant changes have necessitated changes in the types of mitigation actions proposed. New developments in identified hazard areas, increased exposure to hazards, disaster declarations, the increase or decrease in capability to address hazards, and changes to federal or state legislation are examples of factors that may affect the content of the updated plan.

This plan review will allow all jurisdictions to evaluate successful actions and document potential losses avoided by implementing specific mitigation measures. It also allows addressing mitigation actions that may not have been successfully implemented as assigned. The planning team will meet to review the plan at the end of the three years, as grant funds may be necessary to develop the five-year update. Due to the timelines for grant cycles, it is wise to begin the review process before the five-year deadline.

Following the review, any necessary revisions will be summarized and utilized according to the reporting procedures and plan amendment process outlined herein. After the review and the update/amendment process are completed and approved by the local governing body, the revised plan will be submitted to TDEM for final review and approval in coordination with FEMA.

Incorporation of the Plan Update

The cities of Port Lavaca, Seadrift, Point Comfort, and Calhoun County will review and incorporate the Hazard Mitigation Plan into their annual budget reviews and other plan updates. It is the responsibility of the City Council and Commissioner's Court in each jurisdiction, to ensure plan updates are considered. Table 16 identifies some of the planning mechanisms available for all jurisdictions and provides examples of how the Plan will be incorporated into current plans.



Table 16. Planning Mechanisms and Methods of Incorporation for Plan Updates

Planning Mechanism	Method of Incorporation
Grant Applications	Calhoun County and the cities of Port Lavaca, Seadrift, and Point Comfort shall consult the Plan during yearly grant funding cycles available through FEMA, including the Pre-Disaster Mitigation (PDM) cycle and when there is a Disaster Declaration for Texas triggering Hazard Mitigation Grant Program (HMGP) funds. The planning team members will review mitigation actions for each jurisdiction, and information will be updated to complete applications, such as maps and risk assessment data. An amendment may be developed if a project is not in the Plan.
Annual Budget Review	Each jurisdiction shall review the Update and mitigation actions when conducting annual budget reviews. When allocating funds for upcoming operating and construction budgets, high-priority mitigation actions will be reviewed during City Council and Commissioner Court meetings. Each Planning Team member will be responsible for bringing mitigation actions to their respective county or city to discuss the feasibility of the potential project in terms of the availability of funds, grant assistance, and preliminary cost-benefit review.
Emergency Planning	All jurisdictions are included in the Emergency Management Plan. The Hazard Mitigation Plan will be consulted during updates to the local emergency plans through the County Emergency Management Office. Risk assessment and vulnerability data will be pulled from the plan and reviewed with the Emergency Management Plan review. This data will either be included within the new emergency planning mechanism or included as an appendix. Mitigation projects related to prevention and protection will also be reviewed for relevance to determine if they should be included.
Capital Improvements	When Capital Improvement Plans (CIP) are updated, each jurisdiction shall review the Plan Update to ensure any risks are accounted for and mitigation measures listed are considered. Limiting public development in hazardous zones is one of the most effective long-term mitigation actions for local governments. Profile information and data regarding NFIP compliance and maintenance will be reviewed in conjunction with any developed CIP. This information should be added to the Plan Update if new census or land use data is available.



Floodplain Management and Fire Protection	The Plan Update will be utilized in updating and maintaining floodplain management and fire protection plans, as the goals of both planning mechanisms are similar. In updating or maintaining these plans the Plan Update will be consulted for NFIP compliance, flood risk, and fire/wildfire risk. Information from these sections will be reviewed for inclusion. In addition, mitigation actions that address fire/wildfire and flood will be reviewed for inclusion by jurisdictions.
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Public Involvement

Public input is integral to preparing this updated plan and will continue to be essential as it grows and changes. Significant changes to this plan will require opportunities for the public to make its views known. This Plan will be posted on the Calhoun County website, www.calhouncotx.org, and the websites of all jurisdictions, where available so that officials and the public can provide ongoing feedback. A copy of the updated plan will also be kept for public review in the Emergency Management/Floodplain office.

6

6. Consider and take necessary action to approve the Continuous Quality Improvement (CQI) Program Management Agreement between Calhoun County EMS and Girard & Associates and authorize the Calhoun County EMS Director to sign. (RHM)

Jason Warmuth spoke and explained cost and procedure of CQI Program.

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

**CONTINUOUS QUALITY IMPROVEMENT (CQI) PROGRAM MANAGEMENT
AGREEMENT
BETWEEN
CALHOUN COUNTY EMS
AND
GIRARD & ASSOCIATES, INC.**

This CQI Program Management Agreement (Agreement) is entered into on the date last written below by and between Calhoun County EMS, a municipal corporation with an office located at 705 Henry Barber Way, Port Lavaca, TX 77979 (CLIENT) and Girard & Associates, Inc, a Massachusetts corporation with an office at P.O. Box 1144 Westport, MA 02790 (GA). CLIENT endeavors to retain the services of GA and GA endeavors to render services to the CLIENT upon the following terms and conditions. Therefore, in consideration of the promises, undertakings, and covenants set forth in this Agreement, the parties agree as follows.

1. EMS CQI Management Program Administration

a. GA Shall:

- i. Audit and score approximately 3,800 of CLIENT's Patient Care Reports (PCRs) and enter data into GA database, .
- ii. Educate CLIENT and CLIENT's medical director on developing EMS clinical and quality improvement performance benchmarks and best practices.
- iii. Prepare and submit CQI reports to CLIENT and its physician medical director for the purpose of educating CLIENT and its physician medical director regarding CLIENT's performance.
- iv. Develop and implement CLIENT's annual CQI plan.
- v. Educate applicable CLIENT personnel on CLIENT's annual CQI plan and its elements.
- vi. Educate, coach, and mentor CLIENT's applicable personnel in coordination with CLIENT and CLIENT's medical director to facilitate adherence to CLIENT's CQI policies, procedures, and the applicable EMS treatment protocols.
- vii. Educate CLIENT and CLIENT's medical director on developing performance benchmarks and best practices.
- viii. Propose recommendations for improvement processes to CLIENT and CLIENT's medical director regarding EMT and EMS system performance.
- ix. Review circumstances surrounding EMS CQI variances and develop individual or system-wide educational opportunities focused on CQI benchmark achievement jointly with CLIENT and CLIENT's medical director.
- x. Develop and recommend for CLIENT's implementation, methods to facilitate CQI related communication between CLIENT, CLIENT's medical director, and EMTs.

b. CLIENT Shall:

- i. Provide GA with approximately 3,800 CLIENT PCRs each month in a format agreeable by the parties.
- ii. Compensate GA in accordance with Section 3 of this Agreement.

2. DURATION OF THE AGREEMENT

- a. The duration of this Agreement is May 1, 2024, to April 30, 2025, unless terminated in accordance with Section 9.

3. COMPENSATION AND PAYMENT SCHEDULE

- a. EMS CQI Management Program Fee: **\$42,500.00** paid in quarterly payments of **\$10,625.00**.
 - i. Quarterly payments of **\$10,625.00** due on or before May 1, 2024, August 1, 2024, November 1, 2024, and January 1, 2025.
- b. Withholding; Other Benefits
 - i. Compensation paid pursuant to this Agreement shall not be subject to the customary withholding of income taxes and other employment taxes. GA shall be solely responsible for reporting and paying any such taxes. The CLIENT shall not provide GA with any coverage or participation in the CLIENT's accident and health insurance, life insurance, disability income insurance, medical expense reimbursement, wage continuation plans, or other fringe benefits provided to regular employees.

4. CONFIDENTIALITY

- a. GA acknowledges and agrees that any identifiable information provided by CLIENT or obtained by GA because of its obligations under this Agreement is "Confidential Information."
- b. Except for disclosures required by law or allowed by this section, GA shall not, during the term of this Agreement or after the termination of this Agreement, disclose any Confidential Information to any person or use any Confidential Information for the benefit of GA or any other person, except with the prior written consent of the CLIENT.
- c. CLIENT understands that Confidential Information may be required to be disclosed to certain individuals: employees, agents, advisors, physician medical directors, or attorneys of GA.
- d. GA shall maintain records of the persons to whom Confidential Information is distributed, will inform all such persons of the confidential nature of the information, will direct them to treat such information in accordance with this Agreement, and will exercise such precautions or measures as may be reasonable in the circumstances to prevent improper use of Confidential Information by them.
- e. The term "Confidential Information" does not include information that is or becomes publicly available (other than through breach of this Agreement) or information that is or becomes available to GA on a non-confidential basis, provided that the source of such information was not known by GA (after such inquiry as would be reasonable in the circumstances) to be bound by a confidentiality agreement or other legal or contractual obligation of confidentiality with respect to such information.

- f. Confidential Information may be disclosed by GA to the extent required during inspections or inquiries by federal or state regulatory agencies to whose jurisdiction GA is subject to and that have the legal right to inspect the files that contain the Confidential Information. GA will advise CLIENT promptly upon such disclosure.
- g. HIPAA. Acceptable uses of Protected Health Information (PHI) by GA are limited to ambulance PCR audits, including communication about the ambulance PCR audit between GA, its employees, subcontractors, agents, and CLIENT's Business Associate(s), and any other purpose(s) permitted or mandated by federal law/regulation pursuant to 45 C.F.R. § 164.502(j)(1) (2005) or applicable state law.
 - i. Parties agree to adhere to the conditions set forth in the Business Associate Agreement, which is attached as Exhibit B hereto.
- h. Return of Documents. GA does not store paper copies of ambulance PCRs. If applicable, all paper copies of ambulance PCRs will be destroyed after use. GA acknowledges and agrees that all originals and copies of records, reports, data, documents, lists, plans, memoranda, notes and other documentation related to the business of the CLIENT or containing any Confidential Information that GA has in its possession, shall be the sole and exclusive property of the CLIENT, and shall be returned by commercially reasonable means to the CLIENT upon the termination of this Agreement or upon the written request of the CLIENT.
 - i. No Release of Confidentiality Obligations. GA agrees that the termination of this Agreement shall not release GA from any Confidentiality obligations.

5. INTELLECTUAL PROPERTY

- a. "Intellectual Property" means any and all designs, devices, techniques, know-how, inventions, discoveries, improvements, code, written materials, methods and practices, procedures, engineering information, technology or intellectual property rights (including, without limitation, patents, patent applications, copyrights, trademarks, trade names, trade secrets, service marks, blueprints, designs, plans, specifications, manufacturing information and processes and documentation thereof, formulae, procedures and all other proprietary rights).
- b. Solely with respect to its own intellectual property, GA shall have and retain all right, title and interest, including ownership of copyrights, patents, trade secrets and other intellectual property rights in and to methods, processes, techniques, strategies, materials, images, prototypes, software, source and object code and related materials that are used or developed solely by GA, or its agents, during the term of this Agreement, including any modifications to, or derivative works or enhancements of, materials owned or licensed by either CLIENT or GA and any tools, utilities, prototypes, models, processes, methodologies and other such materials that are developed, enhanced or improved during the term of this Agreement by GA or any of its agents or employees, which relate to the performance of the Services, or any modification of the services to be provided under this Agreement. CLIENT acknowledges that all this work is GA's Intellectual Property, none of this work is "work for

hire” and that CLIENT has no rights to the Intellectual Property developed by GA and its agents, principals, employees, subcontractors, and delivery partners.

- c. GA acknowledges that it has no right, title, and interest in any Intellectual Property licensed or owned now or in the future by CLIENT, or developed solely by CLIENT, or in use by CLIENT at the commencement of this Agreement.
- d. Each party will protect the other party’s Intellectual Property and Confidential Information with the same care and diligence as it would use to protect its own Intellectual Property and Confidential Information. Each party will take all necessary and appropriate steps to safeguard the other’s Intellectual Property and Confidential Information by employees, former employees, vendors, affiliates, and others to whom they have directly, or indirectly, made confidential information available.
- e. All de-identifiable data entered the QA/QI database is the sole property of GA. Upon completion of the Agreement and project, GA shall de-identify all data in accordance with federal and state law and provide CLIENT with a written attestation of de-identification upon CLIENT’s request.

6. GA REPRESENTATIONS, WARRANTIES, AND LIABILITY

- a. GA, its employees, agents, and independent contractors are not responsible for any action, including but not limited to the implementation of any disciplinary action of CLIENT’s employees, taken by the CLIENT, its Medical Director, or state, federal, or applicable regional EMS authority because of GA’s performance of its obligations as described in Paragraph 1 and 2 of this Agreement.
- b. GA represents to the CLIENT that there is no employment contract or other contractual obligation to which GA is subject that prevents GA from entering into this Agreement or from performing its duties under this Agreement.
- c. GA is not responsible for CLIENT’s applicable serious incident reporting obligations under applicable state, federal law, or regional EMS authority jurisdiction.
- e. GA warrants that the work contained in Paragraph 1 will be performed with reasonable care in a diligent and competent manner. GA’s sole obligation will be to correct any non-conformance with this warranty if CLIENT gives GA written notice within ten (10) business days during or after the completion of this Agreement. The notice will specify and detail the non-conformance and GA will have a reasonable time based on its severity and complexity to correct the non-conformance.
- g. This warranty is GA’s only warranty concerning the services and any deliverable except those provided under a separate license agreement and is made expressly in lieu of all other warranties and representations, express, implied, including any implied warranties of merchantability, or fitness for a particular purpose or otherwise, all of which are hereby disclaimed.

- h. GA will not be liable for any special, consequential, incidental, indirect, or exemplary damages or loss (nor any lost profits, savings, or business opportunity). Further, GA liability relating to this Agreement will in no event exceed an amount equal to the fixed fees (excluding taxes and expenses) GA receives from CLIENT for the portion of the Agreement giving rise to such liability, unless GA acts with gross negligence or has responsibility for intentional wrongdoing, in which case it shall indemnify CLIENT up to its exposure under applicable law.

7. COVENANTS

- a. CLIENT agrees that services, information, and materials provided under this agreement will not be duplicated, shared, or otherwise distributed in any way to persons or organizations outside of CLIENT, and any state, local, regional, or national regulatory agency. This information is being provided exclusively for internal use by CLIENT.
- b. The Parties agrees to comply with all federal, state, and local laws, regulations, administrative and peer review or patient safety organization requirements, as applicable, that pertain to the provision of emergency medical services by CLIENT.
- c. If GA, its, subcontractors, employees, or agents becomes aware of any violation of any applicable law or regulation by CLIENT, GA will notify CLIENT as soon as reasonably practicable.
- d. CLIENT shall cooperate with GA in the performance by GA of its services under this Agreement including, without limitation, providing GA with reasonable facilities and timely access to data, information, and personnel of CLIENT.
- e. CLIENT agrees to provide ambulance PCR data to GA in a mutually agreed upon secure manner in compliance with applicable state and federal data security laws.
- f. CLIENT shall be responsible for the performance of its personnel and agents including its medical director for the accuracy and completeness of all data and information provided to GA for the purposes of the performance by GA of its services under this Agreement.
- g. CLIENT agrees that CLIENT's physician medical director and CLIENT not GA, is responsible for determining whether CLIENT breached any applicable treatment protocol and what action, if any, should be taken on under the authority of the physician medical director and CLIENT.
- h. CLIENT is responsible for all QA/QI functions and responsibilities not enumerated in Paragraph 1 of this Agreement.
- i. CLIENT agrees that CLIENT, not GA is responsible for the implementation of any disciplinary action of CLIENT's employees that may occur because of GA's performance of its obligations as described in Paragraph 1 of this Agreement.

8. SEVERABILITY

- a. If any provision of this Agreement or the application of it to any person or circumstance is held invalid, such invalidity shall not affect other provisions of this Agreement which can be given effect without the invalid provision.
- b. The parties shall add a provision as similar in terms to the illegal, invalid, and unenforceable provision as may be possible and be legal, valid, and enforceable.

9. TERMINATION

- a. Either party may terminate this Agreement with cause upon thirty (30) days written notice.
- b. If either party has failed to perform its obligations under this Service Agreement in a material manner, and that failure has not been satisfactorily addressed through the cure process established in this Agreement, the injured party shall have the right to terminate this Service Agreement for Cause thirty (30) days following the issuance of a written notice of termination. No written notice of Termination for Cause will be valid unless the party issuing the notice has complied with the cure procedure set forth below. If the performance deficiency is not addressed through the cure process, CLIENT shall have the right to terminate this Agreement for Cause, as outlined herein. Either party shall also have the right to terminate this Agreement for Cause if either party is added to the Excluded Providers list maintained by the Office of Inspector General ("OIG") maintained by the Health and Human Services Administration of the Federal Government.
- c. Procedure Regarding Cure. If a party has failed to perform its obligations under this Service Agreement, the Parties agree that the non-performing party shall have the opportunity to cure the failure to perform prior to a Termination for Cause. Therefore, prior to issuing a written notice of termination, each party agrees to proceed in the following manner, working, in good faith, to address the circumstances that led to the failure to perform:
 - i. The party seeking to address an area of concern shall give written notice to the non-performing party.
 - ii. The non-performing party shall be given 30 days within which to satisfactorily address the concern and begin implementation of the agreed upon course of action. If necessary, under the circumstances, the complete implementation of the agreed upon course of action may take more than 30 days but may not exceed 90 days.
 - iii. If the non-performing party fails to comply with the agreed upon course of action on the appropriate timetable, the other party may request a meeting of the Parties' respective senior executives to discuss the failure to comply and termination. That meeting will be held promptly upon request. If the senior executives are unable to agree upon a course of action to resolve the non-performance, following good faith discussions, then the performing party shall be authorized to issue a notice of Termination for Cause.
 - iv. Upon the issuance of a notice of Termination for Cause, the Parties shall meet to discuss the steps required to facilitate an orderly transition in connection with the termination and shall agree upon a transition plan ("Termination Transition Plan") that shall address

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timing of the termination of Services, employee communication, reconciliation of fees, and licenses for continued use of GA intellectual property if applicable. Any disputes that arise during these procedures and cannot be resolved by good faith dialogue among the Parties shall be resolved through a mutually agreed upon alternative dispute resolution plan adopted by the Parties, or alternatively, pursuant to the Dispute Resolution methodology set out below.

- v. The parties may agree to renew the Agreement for additional one-year terms unless the parties terminate the Agreement pursuant to Paragraph 9.

10. INDEPENDENT CONTRACTOR STATUS

- a. GA acknowledges that it is an independent contractor and is not an agent, partner, joint venturer, or employee of CLIENT. GA shall have no authority to bind or otherwise obligate CLIENT in any manner nor shall GA represent to anyone that it has a right to do so.
- b. GA shall not assign any of its rights under this Agreement.
- c. GA may subcontract and/or delegate the performance of its duties under this Agreement without the prior written consent of CLIENT.

11. MISCELLANEOUS

- a. This Agreement constitutes the entire Agreement between CLIENT and GA pertaining to its subject matter and supersedes all prior contemporaneous agreements, representations, proposals, and understandings of CLIENT and GA. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by the Parties.
- b. CLIENT will be responsible for any collection costs and/or attorney's fees allowed by law.
- c. CLIENT certifies that to the best of its knowledge after reasonable due diligence that the services provided by GA under this Agreement do not conflict with any applicable union collective bargaining agreement.

12. MUTUAL INDEMNIFICATION

- a. To the extent permitted by law, CLIENT and GA agree to indemnify and hold each other harmless, and any employee or agent thereof (referred to individually as an "Indemnified party") against all liability, including any expenses and reasonable attorney fees, based on claims by third parties against the Indemnified party arising from the other party's negligence, fault, or wrongdoing.
- b. The Parties' obligations to indemnify each other in accordance with Paragraph 12a will survive the expiration or termination of this Agreement.

13. COMPLIANCE PROGRAM COOPERATION

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- a. **Compliance.** The parties will comply in all material respects with all applicable federal and state laws and regulations including, the federal anti-kickback statute and the false claims act as applicable.
- b. **Non-Exclusion.** Each party represents and certifies that neither it nor any practitioner who orders or provide Services on its behalf hereunder has been convicted of any conduct that constitutes grounds for mandatory exclusion as identified in 42 U.S.C. § 1320a-7(a). Each party further represents and certifies that it is not ineligible to participate in Federal health care programs or in any other state or federal government payment program. Each party agrees that if DHHS/OIG excludes it, or any of its practitioners or employees who order or provide Services, from participation in Federal health care programs, the party must notify the other party within five (5) days of knowledge of such fact, and the other party may immediately terminate this Agreement, unless the excluded party is a practitioner or employee who immediately discontinues ordering or providing Services hereunder.
- c. **Referrals.** It is not the intent of either party that any remuneration, benefit, or privilege provided for under the Agreement shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated providers, if any, or the purchasing, leasing, or ordering of any services other than the specific services described in this Agreement. Any payments specified herein are consistent with what the parties reasonably believe to be a fair market value for the services provided.

14. VENUE: This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Texas.

15. FORCE MAJEURE

- a. If either party is prevented from performing any of its obligations under this Agreement due to any cause beyond the party's reasonable control, including, without limitation, an act of God, fire, flood, Covid-19, explosion, war, strike, embargo, government regulation, civil or military authority, acts or omissions of carriers, transmitters, providers of telecommunications or Internet services, vandals, or hackers (a "**force majeure event**"), time for that party's performance will be extended for the period of the delay or inability to perform due to such occurrence without liability to the other party; provided, however, that CLIENT will not be excused from the payment of any sums of money owed by CLIENT to GA through the date of the force majeure event. In no event shall CLIENT be required to pay for services not rendered. In addition, neither party will have the right to claim damages or to terminate this Agreement because of a force majeure event.

16. PROCUREMENT PROCESS

- a. CLIENT certifies that to the best of its knowledge after reasonable due diligence, this procurement process and Agreement:
 - i. Followed all applicable rules under CLIENTS' Charter, By-Laws, polices/procedures, and applicable Texas law.

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- ii. This Agreement has been entered into in accordance with the CLIENT's Charter, By-Laws, policies/procedures, and applicable Texas law.

17. CERTIFICATE OF NON-COLLUSION. The undersigned certifies on behalf of GA under penalties of perjury that this Agreement has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

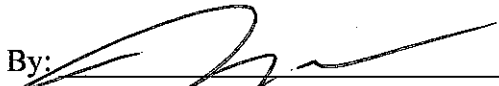
18. COUNTERPARTS. This Agreement may be signed in counterparts, all of which upon execution and delivery shall be considered an original and together shall constitute one agreement. Signed facsimile copies of this Agreement will legally bind the parties to the same extent as original documents.

I have read this Agreement, had the opportunity to consult with an attorney, and represent that this Agreement shall be executed in accordance with its terms and conditions. I further represent that I have been duly authorized to sign and enter into this Agreement.

Signed this 26th day of April, 2024.

Calhoun County EMS (CLIENT)

Girard & Associates, Inc. (GA)

By: 

By: 

Duly Authorized Representative

Paul Girard

J. DUSTIN JENKINS
DIRECTOR OF EMS

EXHIBIT A

BUSINESS ASSOCIATE AGREEMENT

RECITALS

WHEREAS Covered Entity possesses Individually Identifiable Health Information that is protected under HIPAA (as hereinafter defined), the HIPAA Privacy Regulations (as hereinafter defined), the HIPAA Security Regulations (as hereinafter defined) and the HIPAA Breach Notification Regulations (as hereinafter defined) and is permitted to use or disclose such information only in accordance with such laws and regulations.

WHEREAS Business Associate may receive such information from Covered Entity, or create and receive such information on behalf of Covered Entity, in connection with the Services (as hereinafter defined) it will provide to the Covered Entity, including but not limited to the agreements or service arrangements listed on Exhibit B attached hereto and incorporated herein (each a "Services Contract"); and

WHEREAS Covered Entity wishes to ensure that Business Associate will appropriately safeguard the privacy, confidentiality, integrity, and availability of Individually Identifiable Health Information.

NOW THEREFORE, the Parties agree as follows:

1. **Definitions.** The parties agree that the following terms, when used in this Agreement, shall have the following meanings, provided that the terms set forth below shall be deemed to be modified to reflect any changes made to such terms from time to time as defined in HIPAA, the HIPAA Privacy Regulations, the HIPAA Security Regulations, and the HIPAA Breach Notification Regulations.
 - a. "*Breach*" shall mean the acquisition, access, use, or disclosure of PHI in a manner not permitted under 45 C.F.R. Part 164, Subpart E (the "HIPAA Privacy Rule") which compromises the security or privacy of the PHI. "Breach" shall not include:
 - (1) Any unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of the Covered Entity or Business Associate, if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under the HIPAA Privacy Rule; or
 - (2) Any inadvertent disclosure by a person who is authorized to access PHI at the Covered Entity or Business Associate to another person authorized to access PHI at the Covered Entity or Business Associate, respectively, or Organized Health Care Arrangement in which the Covered Entity participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under the HIPAA Privacy Rule; or

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- (3) A disclosure of PHI where the Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.
- b. *"Data Aggregation"* means, with respect to PHI created or received by Business Associate in its capacity as the Business Associate of Covered Entity, the combining of such PHI by Business Associate with the PHI received by Business Associate in its capacity as a Business Associate of another Covered Entity, to permit data analyses that relate to the health care operations of the respective Covered Entities.
- c. *"Electronic Protected Health Information"* or *"Electronic PHI"* means PHI that is transmitted by or maintained in electronic media as defined in the HIPAA Security Regulations.
- d. *"HIPAA"* means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as amended by the Health Information Technology for Economic and Clinical Health Act (*"HITECH"*), Title XIII of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5), and as otherwise may be amended from time to time.
- e. *"HIPAA Breach Notification Regulations"* means the regulations promulgated under HIPAA by the United States Department of Health and Human Services to require notification of breaches of unsecured PHI, including, but not limited to, 45 C.F.R. Part 160 and 45 C.F.R. Part 164, Subpart A and Subpart D, as amended by the HIPAA Omnibus Rule, and as otherwise may be amended from time to time.
- f. *"HIPAA Omnibus Rule"* means the recently promulgated final rule entitled, *"Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules under the Health Information Technology for Economic and Clinical Health Act and the Genetic Information Nondiscrimination Act Other Modifications to the HIPAA Rules."* Any standards or implementation specifications described herein that have been added or modified by the HIPAA Omnibus Rule shall have a compliance date of September 23, 2013.
- g. *"HIPAA Privacy Regulations"* means the regulations promulgated under HIPAA by the United States Department of Health and Human Services to protect the privacy of PHI, including, but not limited to, 45 C.F.R. Part 160 and 45 C.F.R. Part 164, Subpart A and Subpart E, as amended by the HIPAA Omnibus Rule, and as otherwise may be amended from time to time.
- h. *"HIPAA Security Regulations"* means the regulations promulgated under HIPAA by the United States Department of Health and Human Services to protect the security of Electronic PHI, including, but not limited to, 45 C.F.R. Part 160 and 45 C.F.R. Part 164, Subpart A and Subpart C, as amended by the HIPAA Omnibus Rule, and as otherwise may be amended from time to time.

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- i. *“Individually Identifiable Health Information”* means information that is a subset of health information, including demographic information collected from an individual, that is.
 - (1) created or received by a health care provider, health plan, employer, or health care clearinghouse; and
 - (2) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and
 - (a) that identifies the individual; or
 - (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- j. *“Protected Health Information”* or *“PHI”* means Individually Identifiable Health Information transmitted or maintained in any form or medium, including electronically, that (i) is received by Business Associate from Covered Entity, (ii) is created by Business Associate for its own purposes from Individually Identifiable Health Information that Business Associate receives from Covered Entity, or (iii) is created, received, transmitted or maintained by Business Associate on behalf of Covered Entity. PHI excludes Individually Identifiable Health Information in education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. § 1232g, records described at 20 U.S.C. § 1232g(a)(4)(B)(iv), and employment records held by the Covered Entity in its role as employer.
- k. *“Security Incident”* means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- l. *“Services”* means the services defined in the services agreement or other contract (the “Services Agreement”) between the Parties.
- m. Any terms capitalized, but not otherwise defined, in this Agreement shall have the same meaning as those terms have under HIPAA, the HIPAA Privacy Regulations, the HIPAA Security Regulations, and the HIPAA Breach Notification Regulations and shall be deemed to be modified to reflect any changes made to such terms from time to time as defined in HIPAA, the HIPAA Privacy Regulations, the HIPAA Security Regulations, and the HIPAA Breach Notification Regulations.

2. Obligations and Activities of Business Associate

- a. *Use or Disclosure.* Business Associate agrees to not use or further disclose PHI other than as expressly permitted or required by this Agreement or as required by law.
- b. *Safeguards and Compliance with the HIPAA Security Regulations.* Business Associate agrees to use appropriate safeguards to appropriately protect the confidentiality, integrity, and availability of PHI and prevent unauthorized use or

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disclosure of the information. Notwithstanding the generality of the forgoing, Business Associate agrees to comply with each of the Standards and Implementation Specifications of 45 C.F.R. §§ 164.308 (Administrative Safeguards), 164.310 (Physical Safeguards), 164.312 (Technical Safeguards), 164.314 (Organizational Requirements), and 164.316 (Policies and Procedures and Documentation Requirements) with respect to Electronic PHI.

- c. *Computer System Security Requirements.* Business Associate shall establish and maintain a security system covering its computers, including any wireless networks connecting its computers. The security system must include, at a minimum, secure user authentication protocols and access measures as well as reasonably up-to-date firewall protection, operating system security patches and system security agent software. In addition, Business Associate shall encrypt (1) all transmitted records and files that contain PHI and will be transmitted over public networks or transmitted wirelessly and (2) all PHI stored on laptops or other portable devices.
- d. *Mitigation.* Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
- e. *Reporting.* Business Associate agrees to report to Covered Entity any use or disclosure of PHI in violation of this Agreement by Business Associate or by a third party to which Business Associate disclosed PHI pursuant to Section 2.e (“Subcontractors and Agents”) immediately, but in no event later than within 48 hours of becoming aware of any such disclosure. Business Associate further agrees to report promptly and at least within ten (10) days of Business Associate’s discovery, any Security Incident to Covered Entity of which Business Associate becomes aware.

Notwithstanding the foregoing provisions of this Section 2.d., Business Associate shall immediately, and in no case longer than 48 hours after discovery of a Breach, report to Covered Entity any Breach consistent with the Breach Notification Regulations. Breaches can be reported to the GA Privacy Officer 877-374-6811, Business Associate must also, without unreasonable delay, identify each individual whose unsecured PHI has been, or is reasonably believed to have been, accessed, acquired or disclosed as a result of the Breach, and provide such information to Covered Entity as needed in order to meet the data breach notification requirements under the Breach Notification Regulations, and in any event within twenty (20) calendar days after the discovery of the Breach. The Breach shall be considered “discovered” when the Business Associate knew or reasonably should have known when the Breach occurred.

Business Associate agrees to fully cooperate, coordinate with, and assist Covered Entity in gathering the information necessary to notify the affected individuals. Specifically, Business Associate agrees to cooperate with Covered Entity to ensure that all such Breach notices are sent without unreasonable delay and in no case more than sixty (60) days from the discovery of the Breach, or such earlier time as required under applicable state data breach notification rules. Business Associate

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agrees that it shall be solely responsible for all costs and expenses incurred because of the Breach, including costs associated with mitigation, preparation, and delivery of the notices. If Business Associate creates, receives, maintains, or transmits PHI on behalf of other covered entities in addition to Covered Entity, Business Associate agrees that it has the capability to identify the covered entity to which the breached information relates.

In the event of any use or disclosure of PHI in violation of this Agreement by Business Associate or by a third party to which Business Associate disclosed PHI pursuant to Section 2.e (“Subcontractors and Agents”) that arises from the acts or omissions of Business Associate or its employees, subcontractors, agents, or representatives, and that requires notification of government agencies and patients, Business Associate will cooperate fully with Covered Entity and will carry out the notification requirements subject to Covered Entity’s prior approval of any written reports, unless Covered Entity elects to carry out the notifications.

- f. *Subcontractors and Agents.* In accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, Business Associate agrees to ensure that any agents, including subcontractors, that create, receive, maintain, or transmit PHI on behalf of Business Associate agree, in writing, to the same restrictions, conditions, and requirements that apply through this Agreement to Business Associate with respect to such information.
- g. *Requests for Restrictions.* Business Associate agrees to comply with requests for restrictions on use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 C.F.R. §164.522, to the extent that such restriction may affect Business Associate’s use or disclosure of such PHI.
- h. *Access to PHI.* Upon request by Covered Entity for access to PHI about an individual contained in a Designated Record Set, Business Associate shall make available to Covered Entity, in the time and manner reasonably designated by Covered Entity, such PHI for so long as such information is maintained in the Designated Record Set. In the event any individual requests access to PHI directly from Business Associate, Business Associate shall forward such request to Covered Entity in the time and manner reasonably designated by Covered Entity such that Covered Entity can respond to such individual in accordance with 45 C.F.R. § 164.524. Any denials of access to the PHI requested shall be the responsibility of Covered Entity.
- i. *Amendment of PHI.* Upon receipt of a written request by or on behalf of Covered Entity for the amendment of an individual’s PHI or record contained in a Designated Record Set (for so long as the PHI is maintained in the Designated Record Set), Business Associate shall promptly provide such information to Covered Entity for amendment, in the time and manner reasonably designated by Covered Entity, and incorporate any such amendments in the PHI as required by 45 C.F.R. §164.526.
- j. *Audit and Inspection.* Business Associate agrees to make its internal practices, risk assessments, books, and records, including policies and procedures and PHI, relating

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to the use and disclosure of PHI and the security of Electronic PHI, available to Covered Entity, or, at the request of Covered Entity, to the Secretary of Health and Human Services (the "Secretary of HHS") or any officer or employee of HHS to whom the Secretary of HHS has delegated such authority for the purposes of the Secretary of HHS determining Covered Entity's compliance with the HIPAA Privacy Regulations, the HIPAA Security Regulations, and the HIPAA Breach Notification Regulations. Such information shall be made available in a time and manner designated by Covered Entity or the Secretary of HHS.

- k. *Documentation of Disclosures.* Business Associate agrees to document such disclosures of PHI, and such information related to such disclosures, as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528, and as otherwise may be amended from time to time.
- l. *Accounting of Disclosures of PHI.* Upon receipt of notice by or on behalf of Covered Entity that Covered Entity has received a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity, in the time and manner reasonably designated by Covered Entity, that information collected in accordance with Section 2.k ("Documentation of Disclosures") of this Agreement,] including disclosures of PHI held by Business Associate for treatment, payment, or health care operations purposes contained within an Electronic Health Record maintained by Business Associate on behalf of Covered Entity pursuant to this Agreement, to permit Covered Entity to respond to the request in accordance with 45 C.F.R. § 164.528, and as otherwise may be amended from time to time. Business Associate shall notify Covered Entity within five (5) days from the date Business Associate receives any such request for an accounting of disclosures directly from an individual.
- m. *Prohibition on Sale of PHI.* Business Associate agrees to comply with the prohibition on sale of PHI without authorization unless an exception under 45 C.F.R. § 164.508 applies.
- n. *Minimum Necessary Use and Disclosure.* In conducting functions and/or activities under this Agreement that involve the use and/or disclosure of PHI, Business Associate shall limit the use and/or disclosure of PHI to the minimum amount of information necessary as determined by Covered Entity to accomplish the intended purpose of the use or disclosure, as required by 45 C.F.R. 164.502(b).
- o. *Electronic Transactions Regulations.* If Business Associate conducts any Transaction for or on behalf of Covered Entity which is covered under the Electronic Transactions Standards from and after the Agreement Effective Date, Business Associate agrees that it will comply with, and cause its employees, agents and representatives, and subcontractors to comply with, the applicable requirements of the Electronic Transactions Standards.

3. Permitted Uses and Disclosures by Business Associate

- a. *General Use and Disclosure Provisions.* Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI in connection with its performance of the Services if such use or disclosure of PHI would not violate the HIPAA Privacy Regulations if done by Covered Entity or such use or disclosure is expressly permitted under Section 3.b (“Specific Use and Disclosure Provisions”) of this Agreement.
- b. *Specific Use and Disclosure Provisions.*
- (1) Except as otherwise limited in this Agreement, Business Associate may use and disclose PHI for the proper management and administration of the Business Associate or to meet its legal responsibilities; provided, however, that such PHI may only be disclosed for such purposes only if the disclosures are required by law or the Business Associate obtains certain reasonable assurances from the person to whom the information is disclosed. The required reasonable assurances are that:
 - (a) the information will remain confidential.
 - (b) the information will be used or further disclosed only as required by law or for the purpose for which the information was disclosed to the person; and
 - (c) the person will notify the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
 - (2) Business Associate may use and disclose PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. § 164.502(j)(1).
 - (3) *Data Aggregation.* Business Associate may use and disclose PHI received by Business Associate in its capacity as a Business Associate of Covered Entity to provide Data Aggregation services relating to the health care operations of Covered Entity.
 - (4) *De-Identification.* Business Associate is authorized to use PHI to deidentify the information in accordance with 45 CFR 164.514(a)-(c)

4. Obligations of Covered Entity

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Privacy Regulations if done by Covered Entity or that is not otherwise expressly permitted under Section 3 (“Permitted Uses and Disclosures by Business Associate”) of this Agreement.

5. Term and Termination

- a. *Term.* This Agreement shall be effective as of the Agreement Effective Date and shall continue until terminated in accordance with the provisions of Section 5.b (“Termination for Cause”) or 6.c (“Amendment”) hereof.
- b. *Termination for Cause.* Upon Covered Entity’s knowledge of a material breach by Business Associate, Covered Entity may, in its sole discretion, either (1) provide Business Associate with notice of and an opportunity to cure such breach and then terminate this Agreement if Business Associate does not cure the breach within time specified by Covered Entity, or (2) terminate this Agreement immediately. If termination of the Agreement is not feasible, Business Associate acknowledges and agrees that Covered Entity has the right to report the breach to the Secretary of HHS.

Upon Business Associate’s knowledge of a material breach by the Covered Entity of this Agreement, Business Associate may, in its sole discretion, provide Covered Entity with notice of and an opportunity to cure such breach and then terminate this Agreement if Covered Entity does not cure the breach within time period specified by Business Associate. If termination of the Agreement is not feasible, Covered Entity acknowledges and agrees that Business Associate has the right to report the breach to the Secretary of HHS.

- c. *Effect of Termination.*
 - (1) Upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision shall also apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
 - (2) Notwithstanding the foregoing, if Business Associate determines that returning or destroying the PHI is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Upon mutual agreement of the Parties that return, or destruction of PHI is not feasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction not feasible, for so long as Business Associate maintains such PHI.
- d. *Mitigation Obligation.* If Business Associate violates any of its obligations under Section 2 of this Agreement, Business Associate, at its sole cost and expense, shall, subject to approval in advance by Covered Entity, promptly take all steps necessary to mitigate the harmful effects of such violation, if any.

6. Miscellaneous

- a. *Regulatory References.* A reference in this Agreement to a section in HIPAA, the HIPAA Privacy Regulations, the HIPAA Security Regulations, or the HIPAA Breach

Notification Regulations means the section as in effect or as amended from time to time, and for which compliance is required, except that any standards or implementation specifications described herein that have been added or modified by the HIPAA Omnibus Rule shall have a compliance date of September 23, 2013.

- b. *Training of Business Associate's Employees.* Business Associate represents and warrants to the Covered Entity that Business Associate's employees, agents, representatives, and subcontractors who will have access to PHI will (1) receive general HIPAA-related training and education, as well as periodic refresher training, (2) be familiar with and receive training related to state and federal data breach notification laws and requirements, and (3) have specific knowledge of Business Associate's HIPAA-related responsibilities and contractual requirements to the Covered Entity (including applicable state law), in each case prior to being allowed to have access to the Covered Entity's PHI. In addition, Business Associate agrees to document employee HIPAA-related training as described in this Agreement, and provide evidence of such training, upon request, to Covered Entity.
- c. *Amendment.* Covered Entity and Business Associate agree that amendment of this Agreement may be required to ensure that Covered Entity and Business Associate comply with changes in state and federal laws and regulations relating to the privacy, security, and confidentiality of PHI, including, but not limited to, changes under the HIPAA Privacy Regulations, the HIPAA Security Regulations and the HIPAA Breach Notification Regulations. Business Associate agrees that Covered Entity may amend this Agreement, in its sole discretion, upon thirty (30) days written notice to ensure that Covered Entity will be able to comply with such laws and regulations. For the avoidance of doubt, in the event Business Associate has not objected in writing to such amendment within such thirty (30) day notice period, the amendment shall be deemed to have been accepted by Business Associate. Covered Entity may terminate this Agreement upon thirty (30) days written notice if Business Associate does not promptly enter into an amendment that Covered Entity, in its sole discretion, deems sufficient to ensure that Covered Entity will be able to comply with such laws and regulations.
- d. *Survival.* The respective rights and obligations of Business Associate under Section 5c ("Effect of Termination"), 6g ("Injunctions") and 6h ("Indemnification") of this Agreement shall survive the termination of this Agreement.
- e. *Interpretation.* Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with applicable law protecting the privacy, security, and confidentiality of PHI, including, but not limited to, HIPAA, the HIPAA Privacy Regulations, the HIPAA Security Regulations or the HIPAA Breach Notification Regulations.
- f. *State Law.* Nothing in this Agreement shall be construed to require Business Associate to use or disclose PHI without a written authorization from an individual who is a subject of the PHI, or written authorization from any other person, where such authorization would be required under state law for such use or disclosure.

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- g. *Injunctions.* Covered Entity and Business Associate agree that any violation by Business Associate of any of the provisions of this Agreement may cause irreparable harm to Covered Entity. Accordingly, in addition to any other remedies available to Covered Entity at law, in equity, or under this Agreement, Covered Entity shall be entitled to an injunction or other decree of specific performance with respect to any violation by Business Associate of any of the provisions of this Agreement, or any explicit threat thereof, without any bond or other security being required and without the necessity of demonstrating actual damages.
- h. *Indemnification.* Business Associate shall indemnify, hold harmless and defend Covered Entity from and against any and all claims, losses, liabilities, costs and other expenses resulting from, or relating to, the acts or omissions of Business Associate in connection with the representations, duties and obligations of Business Associate under this Agreement, without regard to any limitation or exclusion of damages provision otherwise set forth in the Services Agreement or any other agreement between the Parties.
- i. *No Third-party Beneficiaries.* Nothing express or implied in this Agreement is intended or shall be deemed to confer upon any person other than Covered Entity, Business Associate, and their respective successors and assigns, any rights, obligations, remedies, or liabilities.
- j. *Primacy.* To the extent that any provisions of this Agreement conflict with the provisions of any other agreement or understanding between the Parties, this Agreement shall control with respect to the subject matter of this Agreement.
- k. *Independent Contractors.* No provision of this Agreement is intended to create, nor shall be deemed or construed to create any employment, agency or joint venture relationship between Covered Entity and Business Associate other than that of independent entities contracting with each other hereunder solely for the purpose of effectuating the provisions of this Agreement. None of the parties nor any of their respective representatives shall be construed to be the agent, employer, or representative of the other. The parties have reviewed the factors to determine whether an agency relationship exists under the federal common law of agency, and it is not the intention of either Covered Entity or Business Associate that Business Associate constitutes an “agent” under such common law.
- l. *Entire Agreement.* This Agreement constitutes the entire agreement between Covered Entity and Business Associate pertaining to the subject matter hereof and supersedes any previous agreements between Covered Entity and Business Associate relating to the same subject matter. This Agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of Covered Entity and Business Associate. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

2024-2025 Calhoun County EMS (TX) CQI Management Agreement

- m. *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of Massachusetts, without application of principles of conflicts of laws.
- n. *Counterparts; Attachments.* This Agreement may be executed in counterparts, by manual or facsimile signature, each of which will be deemed an original and all of which together will constitute one and the same instrument.
- o. *Successors and Assigns.* This Agreement will inure to the benefit of and be binding upon the successors and assigns of the parties. This Agreement is not assignable by any party without the prior written consent of the other parties, which consent shall not be unreasonably withheld.
- p. *Headings.* The headings contained in this Agreement are included for purposes of convenience only and shall not affect in any way the meaning or interpretation of any of the terms of this Agreement.
- q. *Notices.* Any notices to be given under this Agreement to a party shall be made via U.S. Mail or express courier to such party's address set forth below, and/or via facsimile to the facsimile telephone numbers listed below.

To/From Business Associate To/From Covered Entity

Girard and Associates, Inc.	Calhoun County EMS
P.O. Box 1144	705 Henry Barber Way
Westport, MA 02790	Port Lavaca, TX 77979
877-374-6811	361-552-1140
Attn: Privacy Officer	Attn: Privacy Officer

Exhibit B

Services Contracts with GA Requiring the Use or Disclosure of PHI

1. Amazon Web Services (GA's cloud provider)
2. HALitics (GA's database developer)

Request for Taxpayer Identification Number and Certification

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

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

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

Girard & Associates

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.

Requester's name and address (optional)

PO Box 1144

6 City, state, and ZIP code

Westport, MA 02790

7 List account number(s) here (optional)

Print or type. See Spc c Instructions on pa 3.

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

5 1 - 0 5 7 9 6 0 5

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 ►

Paul Girard

Date ► 5/26/2024

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

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Girard & Associates
Westport, MA United States

Certificate Number:
2024-1152155

Date Filed:
04/25/2024

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 EMS

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.
May 2024 - Apr 2025
EMS quality improvement management services

Table with 4 columns: Name of Interested Party, City, State, Country (place of business), Nature of interest (check applicable) - Controlling, Intermediary. Multiple empty rows.

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

6 UNSWORN DECLARATION

My name is Paul Girard, and my date of birth is [redacted]

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

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity (Declarant)
[Handwritten Signature]

7

7. Consider and take necessary action to approve the HIPAA BUSINESS ASSOCIATE ADDENDUM Agreement between Calhoun County EMS and ESO Solutions, Inc. and authorize the Calhoun County EMS Director to sign. (RHM)

Jason Warmuth explained requirement by the State.

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

HIPAA BUSINESS ASSOCIATE ADDENDUM

Calhoun County EMS ("Customer") and ESO Solutions, Inc. ("Business Associate") agree that this HIPAA Business Associate Addendum is entered into as of the date indicated on the signature hereto ("Effective Date") for the benefit of Customer, which is a covered entity under the Privacy Standards ("Covered Entity").

Pursuant to the underlying business arrangements between the parties (the "Agreement") and effective as of the effective date of the Agreement ("Effective Date"), Business Associate may perform functions or activities involving the use and/or disclosure of PHI on behalf of the Covered Entity, and therefore, Business Associate may function as a business associate. Business Associate, therefore, agrees to the following terms and conditions set forth in this HIPAA Business Associate Addendum ("Addendum").

1. Scope. This Addendum applies to and is hereby automatically incorporated into all present and future agreements and relationships, whether written, oral or implied, between Covered Entity and Business Associate, pursuant to which PHI is created, maintained, received or transmitted by Business Associate from or on behalf of Covered Entity in any form or medium whatsoever.
2. Definitions. For purposes of this Addendum, the terms used herein, unless otherwise defined, shall have the same meanings as used in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), or the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and any amendments or implementing regulations, (collectively "HIPAA Rules").
3. Compliance with Applicable Law. The parties acknowledge and agree that, beginning with the relevant effective date, Business Associate shall comply with its obligations under this Addendum and with all obligations of a business associate under HIPAA, HITECH, the HIPAA Rules, and other applicable laws and regulations, as they exist at the time this Addendum is executed and as they are amended, for so long as this Addendum is in place.
4. Permissible Use and Disclosure of PHI. Business Associate may use and disclose PHI as necessary to carry out its duties to a Covered Entity pursuant to the terms of the Agreement and as required by law. Business Associate may also use and disclose PHI (i) for its own proper management and administration, and (ii) to carry out its legal responsibilities. If Business Associate discloses Protected Health Information to a third party for either above reason, prior to making any such disclosure, Business Associate must obtain: (i) reasonable assurances from the receiving party that such PHI will be held confidential and be disclosed only as required by law or for the purposes for which it was disclosed to such receiving party; and (ii) an agreement from such receiving party to immediately notify Business Associate of any known breaches of the confidentiality of the PHI.
5. Limitations on Use and Disclosure of PHI. Business Associate shall not, and shall ensure that its directors, officers, employees, subcontractors, and agents do not, use or disclose PHI in any manner that is not permitted by the Agreement or that would violate Subpart E of 45 C.F.R. 164 ("Privacy Rule") if done by a Covered Entity. All uses and disclosures of, and requests by, Business Associate for PHI are subject to the minimum necessary rule of the Privacy Rule.
6. Required Safeguards to Protect PHI. Business Associate shall use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 ("Security Rule") with respect to electronic PHI, to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this Addendum.
7. Reporting to Covered Entity. Business Associate shall report to the affected Covered Entity without unreasonable delay: (a) any use or disclosure of PHI not provided for by the Agreement of which it becomes aware; (b) any breach of unsecured PHI in accordance with 45 C.F.R. Subpart D of 45 C.F.R. 164 ("Breach Notification Rule"); and (c) any security incident of which it becomes aware. With regard to Security Incidents caused by or occurring to Business Associate, Business Associate shall cooperate with the Covered Entity's investigation, analysis, notification and mitigation activities, and except for Security Incidents caused by Covered Entity, shall be responsible for reasonable costs incurred by the Covered Entity for those activities. Notwithstanding the foregoing, Covered Entity acknowledges and shall be deemed to have received advanced notice from Business Associate that there are routine occurrences of: (i) unsuccessful attempts to penetrate computer networks or services maintained by Business Associate; and (ii) immaterial incidents such as "pinging" or "denial of services" attacks.

8. Mitigation of Harmful Effects. Business Associate agrees to mitigate, to the extent practicable, any harmful effect of a use or disclosure of PHI by Business Associate in violation of the requirements of the Agreement, including, but not limited to, compliance with any state law or contractual data breach requirements.
9. Agreements by Third Parties. Business Associate shall enter into an agreement with any subcontractor of Business Associate that creates, receives, maintains or transmits PHI on behalf of Business Associate. Pursuant to such agreement, the subcontractor shall agree to be bound by the same or greater restrictions, conditions, and requirements that apply to Business Associate under this Addendum with respect to such PHI.
10. Access to PHI. Within five business days of a request by a Covered Entity for access to PHI about an individual contained in a Designated Record Set, Business Associate shall make available to the Covered Entity such PHI for so long as such information is maintained by Business Associate in the Designated Record Set, as required by 45 C.F.R. 164.524. In the event any individual delivers directly to Business Associate a request for access to PHI, Business Associate shall within five (5) business days forward such request to the Covered Entity.
11. Amendment of PHI. Within five business days of receipt of a request from a Covered Entity for the amendment of an individual's PHI or a record regarding an individual contained in a Designated Record Set (for so long as the PHI is maintained in the Designated Record Set), Business Associate shall provide such information to the Covered Entity for amendment and incorporate any such amendments in the PHI as required by 45 C.F.R. 164.526. In the event any individual delivers directly to Business Associate a request for amendment to PHI, Business Associate shall within five business days forward such request to the Covered Entity.
12. Documentation of Disclosures. Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for a Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528 and HITECH.
13. Accounting of Disclosures. Within five business days of notice by a Covered Entity to Business Associate that it has received a request for an accounting of disclosures of PHI, Business Associate shall make available to a Covered Entity information to permit the Covered Entity to respond to the request for an accounting of disclosures of PHI, as required by 45 C.F.R. 164.528 and HITECH.
14. Other Obligations. To the extent that Business Associate is to carry out one or more of a Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with such requirements that apply to the Covered Entity in the performance of such obligations.
15. Judicial and Administrative Proceedings. In the event Business Associate receives a subpoena, court or administrative order or other discovery request or mandate for release of PHI, the affected Covered Entity shall have the right to control Business Associate's response to such request, provided that, such control does not have an adverse impact on Business Associate's compliance with existing laws. Business Associate shall notify the Covered Entity of the request as soon as reasonably practicable, but in any event within seven business days of receipt of such request.
16. Availability of Books and Records. Business Associate hereby agrees to make its internal practices, books, and records available to the Secretary of the Department of Health and Human Services for purposes of determining compliance with the HIPAA Rules.
17. Breach of Contract by Business Associate. In addition to any other rights a party may have in the Agreement, this Addendum or by operation of law or in equity, either party may: i) immediately terminate the Agreement if the other party has violated a material term of this Addendum; or ii) at the non-breaching party's option, permit the breaching party to cure or end any such violation within the time specified by the non-breaching party. The non-breaching party's option to have cured a breach of this Addendum shall not be construed as a waiver of any other rights the non-breaching party has in the Agreement, this Addendum or by operation of law or in equity.
18. Effect of Termination of Agreement. Upon the termination of the Agreement or this Addendum for any reason, Business Associate shall return to a Covered Entity or, at the Covered Entity's direction, destroy all PHI received from the Covered Entity that Business Associate maintains in any form, recorded on any medium, or stored in any storage system. This provision shall apply to PHI that is in the possession of Business Associate, subcontractors, and agents

of Business Associate. Business Associate shall retain no copies of the PHI. Business Associate shall remain bound by the provisions of this Addendum, even after termination of the Agreement or Addendum, until such time as all PHI has been returned or otherwise destroyed as provided in this Section. For the avoidance of doubt, de-identified Customer Data shall not be subject to this provision.

- 19. Injunctive Relief. Business Associate stipulates that its unauthorized use or disclosure of PHI while performing services pursuant to this Addendum would cause irreparable harm to a Covered Entity, and in such event, the Covered Entity shall be entitled to institute proceedings in any court of competent jurisdiction to obtain damages and injunctive relief.
- 20. Owner of PHI. Under no circumstances shall Business Associate be deemed in any respect to be the owner of any PHI created or received by Business Associate on behalf of a Covered Entity.
- 21. Safeguards and Appropriate Use of Protected Health Information. Covered Entity is responsible for implementing appropriate privacy and security safeguards to protect its PHI in compliance with HIPAA. Without limitation, it is Covered Entity's obligation to:
 - 21.1. Not include PHI in information Covered Entity submits to technical support personnel through a technical support request or to community support forums. In addition, Business Associate does not act as, or have the obligations of a Business Associate under the HIPAA Rules with respect to Customer Data once it is sent to or from Covered Entity outside ESO's Software over the public Internet; and
 - 21.2. Implement privacy and security safeguards in the systems, applications, and software Covered Entity controls, configures and connects to ESO's Software.
- 22. Third Party Rights. The terms of this Addendum do not grant any rights to any parties other than Business Associate and the Covered Entity.
- 23. Signatures. The signatures to the Agreement (or the document evidencing the parties' adoption thereof) indicate agreement hereto and shall be deemed signatures hereof, whether manual, electronic or facsimile.

* * * * *

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

ESO Solutions, Inc.

Customer

By:



By: 
(signature)

Robert Munden
Chief Legal & Compliance Officer

Name: J. DUSTIN JENKINS
(print name)

Title: DIRECTOR OF EMS
(print title)

Date: 05/08/2024

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. ESO Solutions, Inc.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> 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. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <u> 5 </u> Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions. PO Box 679449	Requester's name and address (optional)
	6 City, state, and ZIP code Dallas, TX 75267-9449	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number												
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5	6	6	2									
0	9											

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶ 1/5/2023
------------------	----------------------------	-----------------

General Instructions

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

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

Purpose of Form

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

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

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

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2024-1145823

Date Filed:
04/11/2024

Date Acknowledged:

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

ESO Solutions, Inc.
Austin, 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 EMS

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.

Q-151603
Pulsara to EHR integration

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 Robert Munden, and my date of birth is [REDACTED]

My address is [REDACTED] zip code [REDACTED] (country) [REDACTED]

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

Executed in Travis County, State of Texas, on the 26th day of April, 2024
(month) (year)

[Signature]
Signature of authorized agent of contracting business entity
(Declarant)

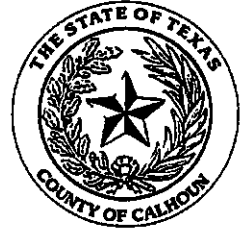
8

8. Consider and take necessary action to amend Minutes of April 17, 2024 – Agenda Item #14 Consider and take necessary action to approve the Final Plat of In the Oaks at Swan Point to include the following: *County will accept the road if/when the road is reconstructed to county specifications and approved by Commissioners Court.* (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 29, 2024

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

RE: AGENDA ITEM

Dear Judge Meyer:

Please place the following item on the Commissioners' Court Agenda for May 8, 2024.

- Consider and take necessary action to amend Minutes of April 17, 2024 – Agenda Item #14 to include the following: County will accept the road if/when the road is reconstructed to county specifications and approved by Commissioners Court.

Sincerely,

A handwritten signature in black ink, appearing to read "GDR", with a long horizontal flourish extending to the right.

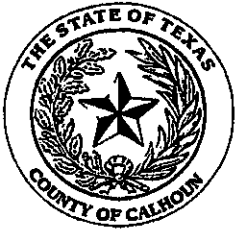
Gary D. Reese

GDR/at

9

9. Consider and take necessary action to accept Golden Crescent Regional Planning Commission Solid Waste Interlocal Agreement 24-17-01 - Trailer for Recycling, with funding of \$24,250, and authorize Judge Meyer to sign all documents. (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 29, 2024

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

RE: AGENDA ITEM

Dear Judge Meyer:

Please place the following item on the Commissioners' Court Agenda for May 8, 2024.

- Consider and take necessary action to accept Golden Crescent Regional Planning Commission Solid Waste Interlocal Agreement 24-17-01 - Trailer for Recycling, with funding of \$24,250, and authorize Judge Meyer to sign all documents.

Sincerely,


Gary D. Reese

GDR/at

**GOLDEN CRESCENT REGIONAL PLANNING COMMISSION
SOLID WASTE INTERLOCAL AGREEMENT**

**Calhoun County
24-17-01
Trailer for Recycling**

The Texas Commission on Environmental Quality (TCEQ) has certified that it has the authority to contract with the Golden Crescent Regional Planning Commission by authority granted in the Current Appropriations Act; Texas Water Code, section 5.229 and Texas Health and Safety Code, Chapter 371. Funds for this subcontract are provided from the Solid Waste Disposal Fund.

The Golden Crescent Regional Planning Commission has certified, and the SUBCONTRACTOR certifies that it has authority to perform the services contracted for by authority granted in "The Interlocal Cooperation Act," Texas Government Code, Chapter 791.

This Interlocal Agreement is entered into by and between the parties named below. Neither the TCEQ nor the State of Texas is a party to this Contract Agreement.

I. CONTRACTING PARTIES

The Council of Government: Golden Crescent Regional Planning Commission

The Subcontractor: Calhoun County

II. SERVICES TO BE PERFORMED:

See "Attachment B – Work Program of Subcontractor"

III. BUDGET AND PAYMENT PROCEDURES:

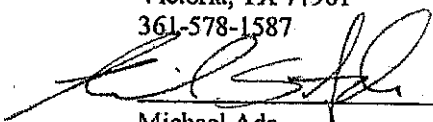
See "Attachment D – Budget and Payment Procedures"

IV. ADDITIONAL CONTRACT PROVISIONS:

See "Attachment A – Special Contract Provisions &
Attachment E – General Contract Provisions"

COUNCIL OF GOVERNMENT


Golden Crescent
Regional Planning Commission
1908 N. Laurent St, Suite 600
Victoria, TX 77901
361-578-1587


Michael Ada
Golden Crescent Regional Planning Commission
Executive Director

4/29/2024
Date

SUBCONTRACTOR

Calhoun County
211 S. Ann St, Ste 301
Port Lavaca, TX 77983
361-553-4600


Richard Meyer
County Judge

5-8-24
Date

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Attachment A

A. Special Contract Provisions

Article 1 Period of Performance

The period of performance for this interlocal Agreement begins on May 1, 2024 and ends on August 31, 2025.

Article 2 Scope of Services

All parties agree that the *Calhoun County*, SUBCONTRACTOR, in consideration of compensation hereinafter described, shall provide the services with The Golden Crescent Regional Planning Commission (GCRPC) as specifically described in the Special and General Provisions of this Solid Waste Interlocal Agreement.

The SUBCONTRACTOR agrees to implement the Project according to the agreed upon budget shown in Attachment D of this Agreement.

Article 3 Obligations

(a). Funding Limitations

It is the understanding of the parties that the source of funds provided by the TCEQ is the Municipal Solid Waste Disposal and Transportation Revenue Fee (MSWDTRF). Due to demands upon that source for funds necessary to protect the health and safety of the public, it is possible that the funds contained in the MSWDTRF will be depleted prior to the completion of this Agreement. The parties agree that all funding arranged under this Agreement is subject to sufficient funds in the MSWDTRF. *Calhoun County* shall place this notice in all subgrants and subcontracts.

(b). Measure of Liability

In consideration of full and satisfactory performance hereunder, GCRPC will be liable to SUBCONTRACTOR in an amount equal to the actual costs incurred by SUBCONTRACTOR in rendering such performance, subject to the following limitations:

1. GCRPC is not liable for expenditures made in violation of "General Provisions for Texas Commission on Environmental Quality's List of Prohibited Activities"; Article 8 outlines supplemental funding standards as defined by the Texas Commission on Environmental Quality (TCEQ).

2. GCRPC is not liable for any costs incurred by SUBCONTRACTOR in the performance of this Agreement which have not been billed to GCRPC within thirty (30) days following termination of this Agreement.

3. GCRPC is not liable to SUBCONTRACTOR for costs incurred or performance rendered by SUBCONTRACTOR for costs incurred by SUBCONTRACTOR before commencement of this Agreement or after termination of this Agreement.

4. Except as specifically authorized by GCRPC in writing, GCRPC is liable only for expenditures made in compliance with the cost principles and administrative requirements set forth in Federal OMB Circular A-87.

(c). Method and Schedule of Payment

1. Financial reporting. SUBCONTRACTOR must submit to GCRPC a report detailing allowable expenditures incurred each quarter according to the schedule set forth in Attachment C. Allowable expenditures are set forth in Section 8 of this Agreement. However, the SUBCONTRACTOR may submit a financial report at any time during the project period. *THIS is a reimbursement-only grant, proof of expenditures MUST be included with each report.*

2. Payments. Upon review and approval of each such financial report, GCRPC will make payment to SUBCONTRACTOR against GCRPC liabilities to be accrued hereunder.

(d). SUBCONTRACTOR Close Out Report

No later than thirty (30) days following the termination of this Agreement, SUBCONTRACTOR must submit a GCRPC Contract Close Out Report according to written instructions from GCRPC.

(e). Survival of Obligations

All representations, indemnifications, warranties, and guarantees made in, required by or given in accordance with the Agreement, as well as all continuing obligations indicated in the Agreement, will survive final payment, completion and acceptance of the work and termination or completion of the Agreement.

Article 4 Reporting and Documentation Requirements

(a). The SUBCONTRACTOR shall prepare and submit to GCRPC, quarterly written progress reports concerning performance under this Contract documenting accomplishments and units of work performed under Attachment B of this Agreement. All progress reports shall be submitted on or before the dates listed in Attachment C so that GCRPC may submit consolidated reports to TCEQ. A final progress report shall be provided prior to the final request for payment under this Contract, but, in no case later than 30 days after the end of the Contract period. Payments (reimbursements) required under this contract may be withheld by GCRPC until such time as any past due progress reports are received. *When reports are delinquent, requests for payment may be held until such time as complete reports are received.*

(b). The SUBCONTRACTOR quarterly progress reports required under Part (a) of this Section contain descriptions of activities and costs for GCRPC to ensure that the provisions of this Contract are in compliance. These reports must include tracking information which details documented results, pictures depicting activities which are a direct result of grant funding, and at least two (2) copies of any advertising and/or promotional materials. In particular, any legal research and related legal activities shall be clearly detailed in the quarterly progress reports in order to assure GCRPC that the activities are not prohibited under Article 8 of this contract (relating to Supplemental Funding Standards). The SUBCONTRACTOR shall comply with any reasonable request by GCRPC for additional information on activities conducted in order for GCRPC to adequately monitor the SUBCONTRACTOR'S progress in completing the requirements of and adhering to the provisions of this Contract. The SUBCONTRACTOR agrees to continue to monitor the results of the grant project, for the life of the project, and upon request from GCRPC will provide follow-up reports.

(c). Prior approval must be obtained by the SUBCONTRACTOR from GCRPC before any changes in grant funded personnel. Additionally, prior approval must be obtained before incurring expenses related to the purchase of equipment, construction of facilities, contractual Agreements, and expenses from the "other" category listed in Attachment D.

(d). In general, expenditure documentation to be maintained by the SUBCONTRACTOR should be whatever is necessary to show that the work was indeed performed and that the expense was, in fact, incurred. In addition, the documentation should also support the fact that the expenditure was reasonable and necessary to this Agreement.

(e). Documents that should be maintained, as appropriate for the expense, include by category, the records listed below.

(1). Salary/Wages - Time sheets that have been signed and approved. Proof of payment is necessary, as well.

(2). Travel - The purpose of the travel should be documented and supported with actual receipts for hotel accommodations, public transportation receipts, airline receipts, food and beverage receipts, etc.

(3). Equipment - Purchase orders, invoices, and canceled checks.

(4). Supplies - Purchase orders (if issued), invoices, and canceled checks.

(5). Contractual - All of the above plus documentation that the costs were reasonable and necessary. The same standards should be applicable to subcontractors.

(6). Other - All of the above plus documentation that the costs were reasonable and necessary.

(f). If requested by GCRPC, the SUBCONTRACTOR agrees to provide GCRPC the additional expense records and documentation materials, as listed in Section (b) of this Article and appropriate for the expense, for the time period requested by GCRPC, except that the SUBCONTRACTOR will not be asked to submit records that have already been provided to GCRPC with a Request for Funds Report. GCRPC will provide reasonable time for the SUBCONTRACTOR to comply with a request for additional records. If GCRPC requests to review additional records to be provided by the SUBCONTRACTOR under GCRPC's financial monitoring program, GCRPC will review those records and provide the SUBCONTRACTOR a written summary of the findings of that review. GCRPC will also allow the SUBCONTRACTOR reasonable time to respond to any findings of noncompliance or other problems identified by the records review.

(g). The SUBCONTRACTOR'S failure to comply with the requirements of this Article shall constitute a breach of this Contract.

Article 5 Monitoring Requirements

(a). GCRPC shall conduct at least one visit to each implementation project funded under this Agreement to evaluate the progress of the project. For any project that entails the purchase of equipment or expenditures for a constructed facility, GCRPC shall, whenever possible, view all equipment and facilities to verify the equipment purchases or facility construction. GCRPC shall maintain records and documentation of site visit dates, a summary of status of the project, and any notes or other information about the visit.

(b). GCRPC may periodically monitor SUBCONTRACTOR for:

1. The degree of compliance with the terms of this Contract, including compliance with applicable rules, regulations, and promulgations referenced herein; and
2. The administrative and operational effectiveness of the project.

(b). GCRPC shall conduct periodic analysis of SUBCONTRACTOR'S performance under this Contract for the purpose of assessing the degree to which contractual objectives and performance standards, as identified in this Contract or as subsequently amended, are achieved by SUBCONTRACTOR.

Article 6 Equipment and Construction

(a). Subject to the obligations and conditions set forth in this Agreement, title to all equipment and/or facilities (hereafter, "property") acquired under this Agreement will vest, upon acquisition or construction, in GCRPC or the SUBCONTRACTOR.

(b). The use of property acquired under this Agreement, both during the term of this Agreement and for the useful life of the property, shall be in accordance with Section 361.014(b) of the Texas Health and Safety Code, which directs that a project or service funded under this program must promote cooperation between public and private entities and may not be otherwise readily available or create a competitive advantage over a private industry that provides recycling or solid waste services.

(c). GCRPC will evaluate all equipment purchases which utilize grant funds to determine that such items legitimately serve to fulfill the scope and purpose of the grant. If equipment purchases do not legitimately serve to fulfill the scope and purpose of the grant, then GCRPC will not reimburse the SUBCONTRACTOR for such equipment purchases.

(d). Unless specifically authorized in Part D, Contract Budget, no purchases of equipment or any computer hardware or software shall be eligible for reimbursement under this Contract unless the procurement for such equipment is approved ahead of time, in writing, by GCRPC.

(e). Title to equipment and any constructed fixtures acquired from funds provided under this Agreement shall, throughout the term of this Agreement, be in the name of the SUBCONTRACTOR. All parties agree that upon full performance of this Agreement, title shall remain with the SUBCONTRACTOR, provided however, that if this Agreement is terminated, due to substantial failure by the SUBCONTRACTOR to fulfill its obligations under this Agreement, title and physical possession of all equipment and constructed fixtures shall, upon written notification from GCRPC, be transferred in good condition and within five (5) working days to GCRPC.

(f). The SUBCONTRACTOR shall conduct physical property inventories, to maintain property records and necessary control procedures, and to provide adequate maintenance with respect to all property acquired under this Agreement for which the SUBCONTRACTOR retains title, as further set forth in Subsections (i) through (x) below.

(i). The SUBCONTRACTOR shall develop and use its own property management system which must conform with all applicable state and local laws, rules and regulations. If an adequate system for accounting for personal property owned by the SUBCONTRACTOR or its subgrantee is not in place or currently in use, the Property Accounting System Manual issued by the State of Texas General Services Commission shall be used as a guide for establishing such a system.

(ii). A physical inventory of all equipment or property acquired or replaced under this Agreement having an initial per-unit purchase price of one thousand dollars (\$5,000) or more, shall be conducted no less frequently than once every two years and the results of such inventories reconciled with the appropriate property records. Property control procedures utilized by the SUBCONTRACTOR shall include adequate safeguards to prevent loss, damage, or theft of the acquired property. The SUBCONTRACTOR shall develop and carry out a program of property maintenance as necessary to keep both originally acquired and any replaced property in good condition, and to utilize proper sales procedures to ensure the highest possible return, in the event such equipment or property is sold.

(iii). All property acquired or replaced under this Agreement shall be used by the SUBCONTRACTOR or its subgrantees, to support the purposes of this Agreement, for as long as the equipment or facilities are needed for such purposes, whether or not the original projects or programs continue to be supported by State funds.

(iv). For property with a current fair market, per-unit value of five thousand dollars (\$5,000) or less, the SUBCONTRACTOR may for the purpose of replacing the property acquired under this Agreement, either trade-in or sell the property and use the proceeds of such trade-in or sale to offset the cost of acquiring needed replacement property.

(v). For property with a current fair market, per-unit value in excess of five thousand dollars (\$5,000), the SUBCONTRACTOR shall, for the purpose of replacing the property acquired under this Agreement within six years of the initiation date of this Agreement, obtain written authorization from TCEQ prior to trading in or selling the property and using the proceeds of such trade-in or sale to offset the cost of acquiring needed replacement property.

(vi). Property with a current fair market, per-unit value of five thousand dollars (\$5,000) or less, if no longer needed for the support of the authorized projects or programs under this Agreement, whether original or replacement, may be used in support of other activities currently or previously supported by TCEQ, or alternatively, may be made available for use on other projects or programs, providing such other use will not interfere with the work on those projects or programs for which such equipment or facilities were originally acquired or constructed.

(vii). For property with a current fair market, per-unit value in excess of five thousand dollars (\$5,000), if no longer needed for this support of the authorized projects or programs under this Agreement, whether original or replacement, and within six years of the initiation date of this Agreement, the SUBCONTRACTOR shall obtain written authorization from TCEQ prior to changing the use of the property, to include selling or transferring ownership of the property. In requesting authorization for a change in use of the property, the SUBCONTRACTOR shall provide information as requested by TCEQ, to include information to assure that the new use of the property will adhere to the requirements of Section(b) of this Article. Prior to authorizing the SUBCONTRACTOR to change the use of the property, TCEQ may, at its discretion, require the SUBCONTRACTOR to notify and request input from private industry providers of recycling or solid waste services in the area of the proposed new use or activity, to determine that competitive advantage issue does not exist. After six years of the initiation date of this Agreement, the SUBCONTRACTOR is not required to obtain authorization for a change in use of the property acquired under this Agreement, but the provisions of Section (b) of this Article shall still apply.

(viii). If any property acquired or replaced under this Agreement is sold or transferred within six years of the initiation date of this Agreement, TCEQ is entitled to a share of the proceeds from such sale or may require the transfer of ownership of the property to a third party, provided the fair

market, per-unit value of the property at the property at the time of the sale is in excess of five thousand dollars (\$5,000). TCEQ's share of the sale proceeds shall be the same percentage as was the funding provided under this Agreement that enabled the original purchase or acquisition of the property in question. Property that is no longer needed and that has a fair market, per-unit value of five thousand dollars (\$5,000) or less may be retained, sold, transferred, or otherwise disposed of with no further obligation to TCEQ, provided the other requirements set forth in this Article are met, including the requirements of Section (b) of this Article.

(ix). If, prior to the termination date of this Agreement, the SUBCONTRACTOR or its subgrantees determines that any property acquired with funds provided as a result of this Agreement is no longer needed for the original intended project, TCEQ may require the SUBCONTRACTOR to transfer title and possession of such property to a third party named by TCEQ.

(x). The SUBCONTRACTOR shall not grant or allow to a third party a security interest in any original or replacement materials, equipment, or facilities purchased or constructed with funds made available under this Agreement.

(g). The SUBCONTRACTOR agrees that, in the event any funds provided under this contract are in turn awarded to any subgrantee for the purchase or acquisition of any equipment or constructed facilities, by such other party, the SUBCONTRACTOR'S contract with that subgrantee shall include the requirements set forth in Subsection (d) of this Section.

Article 7 Compliance with Applicable Laws

The provisions of Uniform Grant and Contract Management Act, TEXAS GOVERNMENT CODE, Chapter 873 applies to this Agreement, all amendments thereto, and all subcontracts and sub agreements. Compliance with the conditions and requirements contained therein is necessary for the satisfactory performance of the services and work required under this Agreement.

The SUBCONTRACTOR shall give all notices and comply with all laws, ordinances, rules, regulations and order of any public authority bearing on the performance of this contract, including, but not limited to, the laws referred to in this Contract. If the SUBCONTRACTOR or GCRPC observes that this Contract is at variance therewith in any respect, the observing party shall promptly notify the other party in writing, and any necessary changes shall be adjusted by appropriate Contract modification. On request, the SUBCONTRACTOR shall furnish GCRPC modification.

The SUBCONTRACTOR and subgrantees must comply with all applicable Laws and Regulations, including but not limited, to those relating to hazardous substances, waste disposal and manifests.

If the SUBCONTRACTOR performs any work knowing or having reason to know that it is contrary to Laws and Regulations, the SUBCONTRACTOR shall bear all claims, costs, losses and damages caused by, arising out of or resulting there from.

Article 8 Supplemental Funding Standards

In addition to the standards set forth in applicable statutes and regulations, the standards outlined below apply to all uses of the funds provided under this Agreement. Unless authorization is otherwise specifically provided for in or under the terms of this Agreement, the SUBCONTRACTOR shall ensure that the use of funds provided under this Agreement are in accordance with the supplemental funding standards set forth in this Article.

- (a). **Payment of Fees.** Grant Fund recipients must not be in arrears on payments of their solid waste disposal fees to TCEQ at the time a project is selected for funding.
- (b). **Duplication of Effort.** Activities, projects, programs, studies, etc. that overlap or provide duplicate funding for projects under other State funding programs are not authorized. If GCRPC believes that other program grant awards are inadequate to meet the needs of the region, GCRPC may request that TCEQ consider authorizing the project in accordance with the provisions of Attachment A of this Contract.
- (c). **Land Acquisition Costs.** Funds may not be used to acquire land or an interest in land.
- (d). **Legislative and Lobbying Expenses.** In accordance with state laws and regulations, funds provided under this Agreement may not be used for expenses to support political activity, either directly or indirectly. As required under Section 33, Article IX of House Bill 1, the standards set forth in Section 5, Article IX of House Bill 1, shall apply to the use of funds provided under this Agreement.
- (e). **Food/Entertainment Expenses.** Funds provided under this Agreement may not be used for food or entertainment expenses, including refreshments at meetings and other functions. This provision does not apply to authorized employee per diem expenses for food costs incurred while on travel status.
- (f). **Municipal Solid Waste-Related Programs Only.** Funds provided under this Agreement may not be used for programs dealing with wastes that are not considered municipal solid waste (MSW), including programs dealing with industrial or hazardous wastes.
- (g). **Programs Solely Related to Collection of Certain Special Wastes.** Funds provided under this Agreement may not be used for programs and activities solely related to the management of scrap tires, used oil, oil filters, antifreeze, lead-acid batteries, or other special wastes excluded from disposal in MSW landfills. However, collection of these materials may be included as part of a comprehensive household hazardous waste collection and management program, so long as that is not the sole intent of the program.
- (h). **Activities Related to the Disposal of Municipal Solid Waste.** Funds provided under this Agreement may not be used for activities related to the disposal of municipal solid waste. This restriction includes: solid waste collection and transportation to a disposal facility; waste combustion (incineration or waste-to-energy); processing for reducing the volume of solid waste which is to be disposed of; any landfill related facilities or activities, including the closure and post-closure care of a landfill; or other activities and facilities associated with the ultimate disposal of municipal solid waste. However, activities that would otherwise be eligible for funding, such as recycling, but that are located at a disposal facility may be funded.
- (i). **Projects Requiring a TCEQ Permit.** Funds provided under this Agreement may not be used for expenses related to projects or facilities that require a permit from TCEQ under state regulations. This provision, however, does not apply to projects or activities that may be located on a permitted facility which, by themselves, would not require a permit and would otherwise be eligible for funding (e.g., recycling collection at a permitted transfer station).
- (j). **Projects Requiring TCEQ Registration.** Projects or facilities that require registration with TCEQ under state regulations, and which are otherwise eligible, may be funded. However, only those expenses related to design and engineering work necessary prior to obtaining a registration may be reimbursed before the registration is finally received. No actual site development, construction, equipment purchases, or similar expenses may be reimbursed prior to and until such time that a required registration is received. Remember that all projects must be completed by the end of the grant term, so the amount of time necessary to obtain a registration must be considered.

(k). **Projects that Create a Competitive Advantage over Private Industry.** In accordance with Section 361.014(b) of the Texas Health and Safety Code, a project or service funded under this Agreement must promote cooperation between public and private entities, and may not be otherwise readily available or create a competitive advantage over a private industry that provides recycling or solid waste services. Under this definition, the term private industry includes non-profit entities.

(l). **Supplanting Existing Funds.** Funds may not be used to supplant salaries of an existing staff position, where the functions assigned to that position will not change. Staff positions where the assigned functions will remain the same and that were active at the time of the grant application, and were funded from a source other than a previous solid waste grant, are ineligible for grant funding.

(m). **Acquisition of Goods and Services.** Recipients of funds under this Agreement must comply with all state and local laws and regulations pertaining to the acquisition of goods and services.

(n). **Use of Alcoholic Beverages.** As required under section 33, Article 9 of House Bill 1, the standards set forth in section 11, Article 9 of House Bill 1, shall apply to the use of funds under this Agreement. In accordance with those standards, no funds provided under this Agreement shall be used for the payment of salaries to any employee who uses alcoholic beverages on active duty. None of these funds shall be used for the purchase of alcoholic beverages, including travel expenses reimbursed with these funds.

(o). **Out-of-State Travel.** Any expenses incurred from out-of-state travel are not eligible for reimbursement under this Agreement. If a SUBCONTRACTOR deems necessary out-of-state travel, then prior authorization must be obtained from GCRPC. GCRPC must then receive prior approval from TCEQ before out-of-state travel occurs.

Article 9 Authorized Representatives

(a). GCRPC hereby designates the person in Exhibit A-1, Project Representative, as the individual authorized to give direction to the SUBCONTRACTOR for the purposes of this Contract. The GCRPC Project Representative shall not be deemed to have authority to bind GCRPC in contract unless the EXECUTIVE DIRECTOR of GCRPC has delegated such authority.

(b). Immediately upon receiving the Notice of Award, the SUBCONTRACTOR shall identify, as its Project Representative, the person authorized to receive direction from GCRPC, to manage the work being performed, and to act on behalf on the SUBCONTRACTOR. The SUBCONTRACTOR'S Project Representative shall be deemed to have authority to bind the SUBCONTRACTOR in contract unless the SUBCONTRACTOR, in writing, specifically limits or denies such authority to the SUBCONTRACTOR'S Project Representative.

(c). Either party may change its Project Representative. In addition, the Project Representative of either party may further delegate his or her authority as necessary, including any delegation of authority to a new Project Representative. The party making the change in Project Representative shall provide written notice of the change to the other party.

(d). The SUBCONTRACTOR shall ensure that its Project Representative, or his or her delegate, is available at all times for consultation with GCRPC.

Exhibit A-1

The Golden Crescent Regional Planning Commission hereby designates the individual(s) below to give direction to the SUBCONTRACTOR as Project Representative(s) for The Golden Crescent Regional Planning Commission:

**Ms. Alejandra Cruz
Regional Services Department Manager
Golden Crescent Regional Planning Commission
1908 N. Laurent St
Suite 600
Victoria, Texas 77901
361-578-1587**

The SUBCONTRACTOR hereby designates the individual named below as the person authorized to receive direction from The Golden Crescent Regional Planning Commission, to manage the work being performed, and to act on behalf of the SUBCONTRACTOR as a Project Representative:

**Gary D. Reese
Calhoun County Commissioner, Precinct 4**

The SUBCONTRACTOR, in addition to the authorized project representative, hereby designates the individual named below as the person authorized to act on behalf of the Applicant in all financial and fiscal matters, including signing financial reports and requests for reimbursement:

**Candice Villarreal
Calhoun County Auditor**

The SUBCONTRACTOR designates the following location for record access and review pursuant to Attachment A & Attachment E of this Contract or any other applicable provision:

**211 S. Ann St., Ste 301
Port Lavaca, TX 77983**

ATTACHMENT B**B. Work Program of SUBCONTRACTOR**

Tasks described below must be completed *on or before* the date specified. Please refer to the Scope of Work on your application (Form 6d)

Tasks to be performed by the Project Coordinator:

Trailer for Recycling (\$24,250)

ATTACHMENT C**C. Schedule of Deliverables from SUBCONTRACTOR**

Reports to be completed and submitted to GCRPC. *All requests for reimbursement MUST include proof of expenditure. Copies of cancelled checks shall be submitted to document purchases of equipment and check numbers shall be included on all receipts.*

Quarterly reports detailing the amount of waste, by type, diverted from disposal for beneficial reuse, as well as revenues generated by the sale of collected commodities, if applicable, are due:

Reporting Period	Reports Due
May 1, 2024-August 31, 2025	September 1, 2025

These reports must include tracking information which details documented results, pictures depicting activities which are a direct result of grant funding, and at least two (2) copies of any advertising and promotional materials.

Proof of equipment, construction, and contractual expenses - Provide appropriate receipts/invoices from the purchase of equipment specified in Attachment D, as well as construction and contractual expenses incurred.

Receipt of the final report from the SUBCONTRACTOR certifies completion of all activities. The final report will not be considered "final" until all requests for reimbursement and materials as stated above have been received in the GCRPC office located at 1908 N. Laurent St., Suite 600, Victoria, TX 77901. Attention: Alejandra Cruz

The SUBCONTRACTOR agrees to continue to monitor the results of the grant project, for the life of the project, and upon request from GCRPC will provide **follow-up reports** that will be due **July 31, 2025**. (A year after the project is complete.)

ATTACHMENT D**D. SUBCONTRACTOR Budget and Authorizations**

Only the expenses described below will be eligible for reimbursement.

BUDGET CATEGORY	FUNDING AMOUNT
Personnel / Salaries <i>List personnel, # of hours, salary charged to grant</i>	\$0
Fringe Benefits	\$0
Travel <i>List & itemize travel expenditures</i>	\$0
Supplies <i>List & itemize detailed travel expenditures</i>	\$0
Equipment <i>Pro-Tilt Recycle Trailer</i>	\$24,250
Construction	\$0.00
Contractual	\$0.00
Other	\$0.00
Indirect Charges	\$0

TOTAL FUNDING

\$24,250

Article 1 Reimbursement Eligibility

To be eligible for reimbursement under this Agreement, a cost must have been incurred and paid by the SUBCONTRACTOR within the time period indicated on the Request for Funds Report (GCRPC Forms PT-F1 and PT-F2).

Article 2 Budget Category Adjustments

(a) The SUBCONTRACTOR is responsible for ensuring that expenditure amounts remain within the various budget limits, set forth in this Attachment.

(b) The SUBCONTRACTOR may expend funds in excess of the funds listed for a particular budget category within the budget contained in this Attachment, without requiring an amendment to this Agreement, or otherwise requiring GCRPC's prior written approval, provided that:

1. The cumulative dollar amount of all excess expenditures among direct budget categories is equal to or less than five percent (5%) of the total amount of the total budget as specified in this Attachment;
2. Sufficient funds are available in other budget categories, or from earned interest, to cover the excess expenditures;
3. The transfer will not change the scope or objective of the programs, projects, and activities funded under this Agreement;
4. The SUBCONTRACTOR adheres to all other requirements of this Agreement concerning obtaining prior written authorization;
5. The SUBCONTRACTOR notifies GCRPC as soon as practical of the deviation from the budget categories, and not later than with the first Request for Funds Report (GCRPC Forms PT-F1 and PT-F2) submitted to GCRPC after the changes are made.

(c) The provisions of this Article shall apply in addition to any other standards for budget changes required elsewhere in this Agreement or by applicable law.

Article 3 Personnel

(a) Salaries for positions funded under this Agreement shall be documented by appropriate time and attendance records. At a minimum, those records must include the number of hours worked each day on all projects in which time is shared, the signature of the employee, and the signature of the supervisor.

(b) Payments from funds provided under this Agreement for accruals such as vacation, sick leave, severance pay, and other accruals are allowed only for time during which the employee was employed and performing work under this Agreement.

(c) The SUBCONTRACTOR shall ensure that all personnel assigned to work on activities funded under this Agreement are qualified for the position assigned, and that the number of personnel assigned, as well as the salary of those personnel, are appropriate for the work performed.

(d) The SUBCONTRACTOR shall notify GCRPC in writing as soon as practical, and not later than with the first Request for Funds Report (GCRPC Forms PT-F1 and PT-F2) submitted to GCRPC after the changes are made, of any changes to the personnel assignments outlined in the SUBCONTRACTOR'S original funding application.

Article 4 Travel

(a) Expenses included under the Travel expense category shall be subject to the provision of the budget contained in this Attachment.

(b) All travel for which expenses are claimed must be in connection with the tasks and activities required under this Agreement.

(c) The SUBCONTRACTOR must obtain prior written authorization from GCRPC for reimbursement under this Agreement for any travel outside the state of Texas.

Article 5 Supplies

(a) Expenses included under the Supplies expense category of the budget contained in this Attachment shall be for non-construction related costs for goods and materials having a unit acquisition cost (including freight) of less than \$5,000. Such expenditures shall generally relate to the routine purchase of office supplies (paper, pencils, and staplers) or other goods which are consumed by the SUBCONTRACTOR in a

relatively short period of time, in the regular performance of the general activities funded under this Agreement.

(b) Non-routine expenditures of goods and materials, not falling under the definition of Equipment under Article 6 of this Attachment, shall be charged to the Other expense category and are subject to the restrictions outlined in Article 9 of this Attachment.

Article 6 Equipment

(a) Expenses included under the Equipment expense category of the budget contained in this Attachment shall be for non-construction related, tangible, personal property having a unit acquisition cost of \$5,000 or more (including freight and set up costs) with an estimated useful life of over one year.

(b) No purchases of equipment to be charged to the equipment expense category of the budget contained in this Attachment shall be allowed under this Agreement unless approved ahead of time, in writing, by GCRPC.

Article 7 Construction

(a) Expenses included under the Construction expense category of the budget contained in this Attachment shall be for costs related to projects, administered by the SUBCONTRACTOR, concerned with the enhancement or building of permanent facilities.

(b) Appropriate costs to include under the Construction expense category are:
1. The cost of planning the project;
2. The cost of materials and labor connected to the construction project;
3. The cost of equipment attached to the permanent structure; and
4. Any subcontracts, including contracts for services, which are performed as a portion of the project administered by the SUBCONTRACTOR.

(c) No expenditures under the Construction expense categories of the budget contained in this Attachment shall be allowed under this Agreement unless approved ahead of time, in writing, by GCRPC.

(d) Unless otherwise provided in the Agreement, the SUBCONTRACTOR shall obtain and pay for all construction permits and licenses. The SUBCONTRACTOR shall pay all charges for utility owners for connections to the work, and the SUBCONTRACTOR shall pay all charges of such utility owners for capital costs related thereto such as plant investment fees.

(e) Where applicable, the SUBCONTRACTOR shall be responsible for subgrantees to maintain and supervise all necessary safety precautions and programs in connection with the work. The SUBCONTRACTOR shall take all necessary safety precautions.

Article 8 Contractual Expenses

(a) Expenses included under the Contractual expense category of the budget contained in this Attachment shall be for costs for professional services or tasks provided by a firm or individual who is not employed by the performing party.

(b) No contractual expenses included under the contractual expenses category of the budget contained in this Attachment shall be allowed under this Agreement unless such contract has been approved ahead of time, in writing, by GCRPC, using a format provided by GCRPC.

Article 9 Other Expenses

- (a) All expenses under the Other expense categories of the budget listed in this Attachment must be in connection with the tasks and activities to be performed under this Agreement.
- (b) Except as provided for under Section (c) of this Article, no expenses under the Other expense categories of the budget listed in this Attachment, including computer hardware or software purchases not included under the Equipment expense category, shall be eligible for reimbursement under this Agreement unless approved ahead of time, in writing, by GCRPC.
- (c) Subcategories of Other expenses for which prior authorization, as described in Section (b) of this Article, is not required include:
1. Books and reference materials;
 2. Dues and membership fees for the SUBCONTRACTOR'S affiliation with organizations and associations which directly relate to the performance of activities under this Agreement (dues for individual employee affiliation to particular organizations or professional associations, must be approved individually, in writing, by GCRPC);
 3. Subscriptions, only inasmuch as they relate directly to the performance of activities under this Agreement;
 4. Postage, telephone, and utilities expenses;
 5. Printing and reproduction expenses;
 6. Advertising and public notices;
 7. Registration fees and other approved staff training costs (fees and training costs for persons not employed by the SUBCONTRACTOR must be approved individually by GCRPC);
 8. Repair and maintenance costs;
 9. Office furniture, not falling under the definition of equipment under Article 6 of this Attachment;
 10. Space and equipment rentals.
- (d) The SUBCONTRACTOR shall ensure that expenditures charged under the Other expense category are not also included within the expenses reimbursed through the Indirect expense category.

Article 10 Indirect Costs

GCRPC may authorize indirect costs under an Agreement with a SUBCONTRACTOR, in accordance with the procedures established in UGMS. In accordance with UGMS, when a SUBCONTRACTOR has a negotiated Agreement within the past 24 months by a federal cognizant agency or state single audit coordinating agency, the indirect rate authorized in that Agreement may be accepted by GCRPC. Alternatively, GCRPC may authorize a SUBCONTRACTOR to recover up to 10% (percent) of the direct salary and wage costs of providing the service (excluding overtime, shift premiums, and fringe benefits) as indirect costs, subject to adequate documentation.

Article 11 Request for Funds Reports

- (a) A Request for Funds Report (GCRPC Forms PT-F1 and PT-F2) containing the current report period shall be submitted every three months, or each quarter, contained within the time period or "term" of this Contract. Such reports shall be required even if no expenses or encumbrances have been incurred during the report period. Attachment C details when reports are due.
1. For each expenditure, the SUBCONTRACTOR shall attach legible documentation (such as copies of invoices marked paid and purchase orders) issued by the contractor or vendor that support the amount being requested. All expenses or costs listed on the Request for Funds Report shall be for the period identified in item 4 of the report.
- (b) When, under a reimbursement payment method, the SUBCONTRACTOR has already submitted one or more properly completed Request for Funds Reports (GCRPC Forms PT-F1 and PT-F2) together with

appropriate TCEQ Supplemental Forms covering the entire time period in question, the report for that quarterly period, required under Section (a) of this Article, shall be considered as having been submitted.

(c) A Request for Funds Report (GCRPC Forms PT-F1 and PT-F2), indicating an item that it is the final report, shall be submitted by the SUBCONTRACTOR, by not later than thirty (30) days following the termination date of this Agreement.

Article 12 Additional Requirements

(a) GCRPC reserves the right to withhold or deny payment of funds awarded under this Agreement due to incomplete, incorrect, or inconsistent reports or tasks required under this Agreement until the SUBCONTRACTOR satisfactorily completes, revises, or corrects such services or reports. GCRPC may terminate this Agreement and pursue such other remedies as are allowed by law, due to the SUBCONTRACTOR'S continued or repeated failure to perform tasks and submit reports in a complete, correct, and consistent manner. GCRPC also reserves the right to require the reimbursement of any overpayments determined as a result of any audit or inspection of records kept by the SUBCONTRACTOR concerning the Agreement supported tasks to be performed.

(b) GCRPC shall not be liable for costs incurred by the SUBCONTRACTOR for employee travel or for the purchase or acquisition of any items or services covered under this Attachment, except to the extent that the requirements of this Attachment have been fully complied with by the SUBCONTRACTOR.

(c) With respect to any expense, item, or activity which is identified or listed by the SUBCONTRACTOR on GCRPC Forms PT-F1 and PT-F2 or on TCEQ Supplemental Forms, GCRPC reserves the right to require from the SUBCONTRACTOR, prior to providing reimbursement, additional information concerning (1) the nature or purpose of the expense, item, or activity, (2) how the expense, item, or activity benefited the overall purpose or goal of the grant supported project, and (3) why the expense, item, or activity was necessary for the successful performance of one or more of the grant supported tasks set forth in Attachment A of this Agreement.

(d) GCRPC shall not be liable for any costs incurred by the SUBCONTRACTOR in the performance of this Agreement which are not billed to GCRPC within thirty (30) days after the termination date of this Agreement.

(e) Failure on the part of the SUBCONTRACTOR to comply with the conditions set forth in this Agreement shall be the basis for termination of this Agreement, the revocation of any unexpended or inappropriately expended funds, and/or any other remedies permitted by law.

(f) The SUBCONTRACTOR'S contractual costs must comply with allowable costs requirements. SUBCONTRACTORS, which are governmental entities, must engage in contractor selection on a competitive basis in accordance with their established policies. If SUBCONTRACTOR has no competitive procurement policy or is a private entity, SUBCONTRACTOR must generally select contractors by evaluation and comparison of price, quality of goods or services and past performance. All subgrants awarded by the SUBCONTRACTOR under this Agreement shall be in accordance with Subpart C, Sec. .37, Subsection (b) of the State Uniform Administrative Requirements for Grants and Cooperative Agreements as set forth in Part III of the Uniform Grant Management Standards adopted by the Governor's Office of Budget and Planning.

ATTACHMENT E

E. General Contract Provisions

Article 1 Legal Authority

The SUBCONTRACTOR warrants and assures GCRPC that it possesses adequate legal authority to enter into this Agreement. The SUBCONTRACTOR'S governing body where applicable has authorized the signatory official(s) to enter into this Agreement and bind the SUBCONTRACTOR to the terms of this Agreement and any subsequent amendments hereto. The SUBCONTRACTOR agrees to adhere to the provisions of section 361.014 of the Texas Health and Safety Code, section 330.59 of the TCEQ Municipal Solid Waste Regulations, the Uniform Grant & Contract Management Standards (UGCMS) and the contract between the TCEQ & GCRPC.

Article 2 Scope of Services

The services to be performed by the SUBCONTRACTOR are herewith outlined in the General Provisions and Change Orders which are hereby incorporated into and made a part of this Agreement as if set out word-for-word herein.

Article 3 Purpose

(a). The purpose of this Contract Agreement is to accomplish the goals of House Bill 3072, 74th Texas Legislature (1995), as they relate to distributing solid waste fee revenue funds to support local and regional solid waste projects consistent with the regional solid waste management plans approved by the TCEQ and to update and maintain those plans.

(b). Under the overall goals of the funding program established under House Bill 3072, the more specific purposes of this Agreement are:

1. To enable GCRPC to carry out or conduct various municipal solid waste management-related services and support activities within GCRPC's regional jurisdiction; and
2. To administer an efficient and effective, region-wide, pass-through (subgrantee) assistance grants program and/or, where authorized by GCRPC in accordance with Article 4 of this Attachment, to conduct various COG - managed projects.

Article 4 Types of Solid Waste Implementation Projects & Applicants

(a). Eligible Pass-Through Grant Recipients

(1). Only those local and regional political subdivisions located within the State of Texas as listed below are eligible to receive funding as a pass-through grant from GCRPC:

- i. Cities;
- ii. Counties;
- iii. Public schools and school districts (does not include Universities or post secondary educational institutions); and
- iv. Other general and special law districts created in accordance with state law, and with the authority and responsibility for water quality protection or municipal solid waste management, to include river authorities.

(2). Local and regional political subdivisions that are subject to the payment of state solid waste disposal fees and whose fee payments are in arrears, as determined by the TCEQ, are not eligible to receive pass-through grant funding from GCRPC. The TCEQ shall provide, on a quarterly basis, GCRPC a list of entities for which fee payments are in arrears. GCRPC shall allow a potential pass-through grant applicant that is listed as being in arrears in its fee payments the opportunity to provide documentation of payment of the fees owed the state. If the potential applicant provides GCRPC with documentation of payment of the fees, such as a canceled check or receipt from the state, GCRPC may consider that applicant to be eligible to receive pass-through grant funding under this Agreement. GCRPC shall notify the TCEQ of any applicants for which a determination of eligibility was made under this subsection.

(b). Implementation Project Categories

(1). GCRPC shall ensure that all implementation projects funded under this Agreement fit within the categories set forth in this Section. The category specific funding limitations outlined for each category shall apply to all uses of funds under implementation projects conducted for that category.

Local Enforcement. This category consists of projects which contribute to the prevention of illegal dumping. These projects may include programs to investigate illegal dumping problems, educate the public on illegal dumping laws, and prosecute violators. These programs may also include activities to enforce laws pertaining to the illegal disposal of liquid wastes. When funding is to be provided for the salary of local enforcement officer(s), the SUBCONTRACTOR will certify that at least one officer from the entity has or will attend the TCEQ's Criminal law Enforcement or the equivalent training. If requested by GCRPC, the SUBCONTRACTOR agrees to furnish documentation, which demonstrates the time spent on local enforcement activities to enforce laws pertaining to illegal dumping.

[1]. Funding limitations specific to this category:

[a]. This category may not include funding for enforcement activities related to the illegal disposal of industrial or hazardous waste. It is understood, however, that industrial or hazardous waste may periodically be discovered at illegal waste disposal sites. Such instances do not preclude the investigation of that site, so long as the funded program is specifically aimed at the illegal disposal of municipal solid waste.

[b]. Grant funds may not be used for either the cleanup of illegal disposal sites or the transportation and/or disposal of wastes collected during such cleanups.

[c]. Equipment purchased solely with grant funds under this program may only be used for activities to enforce laws pertaining to illegal dumping and may not be used for any other law or code enforcement activities. Partially funded equipment should be utilized at a rate of time equal to the proportion of the grant funded cost share.

Source Reduction and Recycling. This category includes projects which provide a direct and measurable effect on reducing the amount of municipal solid waste going into the landfills, by diverting various materials from the municipal solid waste stream for reuse or recycling, or by reducing waste generation at the source. These programs may include implementation of efficiency improvements in the solid waste management system in order to increase source reduction and recycling, to include: full-cost accounting systems and cost-based rate structures; establishment of a solid waste services enterprise fund; and mechanisms to track and assess the level of recycling activity in the community on a regular basis.

[1]. Funding limitations specific to this category.

[a]. Programs and projects funded under this category shall be designed to provide a measurable effect on reducing the amount of municipal solid waste going into landfills.

[b]. Any program or project aimed at demonstrating the use of products made from recycled materials shall have as its primary function the education and training of residents, governmental officials, and others, in order to encourage support for recycling efforts.

[c]. Programs aimed at efficiency improvements to increase the source reduction of solid waste must be coordinated with TCEQ. Any program to develop a full-cost accounting system shall utilize the full-cost accounting guidance prepared by TCEQ.

Citizens' Collection Stations and "Small" Registered Transfer Stations. This category includes projects to construct a citizens' collection station, as these facilities are defined under the TCEQ's Municipal Solid Waste regulations (30 TAC Chapter 330). Municipal Solid Waste Transfer Stations that qualify for registration under Section 330.4(d) or Section 330.4(r) of the regulations may also be funded. A project funded under this category shall include consideration of an integrated approach to solid waste management, to include providing recycling services at the site, if appropriate to the management system in place.

[1]. Funding limitations specific to this category.

[a]. Transfer stations that require a permit from the TCEQ may not be funded.

[b]. Municipal solid waste transfer stations that qualify for registration under Section 330.4(d) of the Municipal Solid Waste regulations may be funded. Specifically, this section covers a municipal solid waste transfer station facility that is used in the transfer of municipal solid waste to a solid waste processing or disposal facility from:

[1]. a municipality with a population of less than 50,000;

[2]. a county with a population of less than 85,000; or

[3]. a facility used in the transfer of municipal solid waste that transfers or will transfer 125 tons per day or less.

[c]. Municipal solid waste transfer stations that qualify for a registration only under this provision of Section 330.4(q) of the Municipal Solid Waste regulations allowing for registration of facilities that recover 10% or more of the waste stream for reuse or recycling, but not also under the provisions of Section 330.4(d), may be funded. However, these components of a transfer facility dedicated to the reuse or recycling activities may qualify for funding under the source reduction and recycling grant category.

[d]. Municipal Solid Waste transfer stations that are used only in the transfer of grease trap waste, grit trap waste, septage, or other similar liquid waste, and which qualify for registration under Section 330.4(r) of the Municipal Solid Waste regulations may be funded under this category. Specifically, Section 330.4(r) of the regulations allows for registration of a liquid waste transfer facility that will receive 32,000 gallons a day or less.

[e]. Only the costs necessary to construct the facility and/or purchase and install necessary equipment may be funded. Costs associated with operating a facility once it is completed may not be funded.

Article 5 Accounting Systems

The SUBCONTRACTOR shall have an accounting system which accounts for costs in accordance with generally accepted accounting standards or principles and complies with applicable State law, regulations, and policies relating to accounting standards or principles. The SUBCONTRACTOR must account for costs in a manner consistent with such standards or principles.

Article 6 Audit/Access to Records

- (a). The SUBCONTRACTOR shall maintain and make available for review, inspection and/or audit books, records, documents, and other evidence reasonably pertinent to performance on all work under this Agreement, including negotiated changes or amendments thereto, in accordance with accepted professional practice, appropriate accounting procedures and practices at the SUBCONTRACTOR's Texas office. The SUBCONTRACTOR shall also maintain and make available at its Texas office the financial information and data used by the SUBCONTRACTOR or its designee (including independent financial auditors) in the preparation or support of any cost submission or cost (direct or indirect), price or profit analysis for this Agreement or any negotiated sub-Agreement or change order and a copy of the cost summary submitted to TCEQ. TCEQ, Texas State Auditor's Office or any of the TCEQ's duly authorized representatives, shall have access to such books, records, documents, and other evidence for the purpose of review, inspection and/or audit. During the conduct of any such review, audit or inspection, the SUBCONTRACTOR's books, records, and other pertinent documents may, upon prior conference with the SUBCONTRACTOR, be copied by the TCEQ or any of its duly authorized representatives. All such information shall be handled by the parties in accordance with good business ethics. The SUBCONTRACTOR shall provide proper facilities within the State of Texas for such access and inspection.
- (b). Audits conducted pursuant to this provision shall be in accordance with State law, regulations and policy, and generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency(ies) including the Federal Single Audit Act of 1996 and the State of Texas Uniform Grant Management Standards, to include the State Single Audit attachment.
- (c). The SUBCONTRACTOR agrees to disclosure of all information and reports resulting from access to records pursuant to Section (a) above to the TCEQ. Where the audit concerns the SUBCONTRACTOR, the auditing agency will afford the SUBCONTRACTOR an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report.
- (d). Records under Section (a) above shall be maintained and made available during the entire period of performance of this Agreement and until three (3) years from date of final TCEQ payment for the project. In addition, those records which relate to any dispute, litigation, or the settlement of claims arising out of such action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
- (e). Access to records is not limited to the required retention periods. The authorized representatives designated in Section (a) of this Article shall have access to records at any reasonable time for as long as the records are maintained.
- (f). This audit/access to records Article applies to financial records pertaining to all sub-Agreements and all sub-Agreement change orders and amendments. In addition, this right of access applies to all records pertaining to all sub-Agreements, sub-Agreement change orders and sub-Agreement amendments: to the extent the records reasonably pertain to sub-Agreement performance; if there is any indication that fraud, gross abuse or corrupt practices may be involved; or if the sub-Agreement is terminated for default or for convenience.

(g). TCEQ reserves the right to require the reimbursement of any over-payments determined as a result of any audit or inspection of records kept by the SUBCONTRACTOR on work performed under this Agreement.

(h). The SUBCONTRACTOR agrees to include Sections (a) through (g) of this Article in all sub-Agreements and all change orders directly related to project performance.

Article 7 Insurance and Liability

SUBCONTRACTOR shall maintain insurance coverage for work performed or services rendered under this contract as specified in the Special Provisions. SUBCONTRACTOR understands and agrees that it shall be liable to repay and shall repay upon demand to GCRPC any amounts determined by GCRPC, its independent auditors, or any agency of state or federal governments to have been paid in violation of the terms of this Agreement.

Article 8 Amendments to Contract

Any alterations, additions, or deletions to the terms of this contract which are required by changes in Federal Law or Regulations are automatically incorporated into this Agreement without written amendment hereto, and shall become effective on the date designated by such law or regulation, provided if the SUBCONTRACTOR may not legally comply with such change, SUBCONTRACTOR may terminate its participation herein as authorized by Article 9.

GCRPC may, from time to time, require changes in the Scope of the Services of the SUBCONTRACTOR to be performed hereunder. Such changes that are mutually agreed upon by and between GCRPC and the SUBCONTRACTOR in writing shall be incorporated into this Agreement.

Article 9 Schedule of Remedies

In accordance with Chapter 2259, Texas Government Code, the following schedule of remedies applies to this contract in the event of substandard performance or other failure to conform to the requirements of the contract or applicable law as set forth in this Section.

- (a) Reject substandard performance and request corrections without charge to the GCRPC.
- (b) Issue notice of substandard performance or other non-conforming act or omission.
- (c) Request and receive return of any over payments or inappropriate payments.
- (d) Reject reimbursement request and suspend payment pending accepted revision of substandard performance or non-conformity.
- (e) Suspend all or part of the work and/or payments pending accepted revision of substandard performance or non-conformity.
- (f) Reject reimbursement requested and withhold all or partial payments. Funds may be retained by GCRPC for recovery or administrative costs or returned to funding source as authorized by Agreements with the funding source and by state or federal law.
- (g) Terminate the contract, demand and receive: return all equipment purchased of contract funds, return all unexpected funds, and repayment of expended funds.

If GCRPC's evaluation finds the SUBCONTRACTOR's performance to be substandard, GCRPC may provide its written evaluation report to other governmental entities at any time. GCRPC may also provide its written evaluation report to the public as authorized by law.

Article 10 Termination of Contract

The SUBCONTRACTOR acknowledges that this Agreement may be terminated under the following circumstances:

(a). Convenience

GCRPC may terminate this Agreement in whole or in part without cause at any time by written notice by certified mail to the contractor whenever for any reason GCRPC determines that such termination is in the best interest of GCRPC. Upon receipt of notice of termination, all services hereunder of the SUBCONTRACTOR and its employees and sub-contractors shall cease to the extent specified in the notice of termination. In the event of termination in whole, the SUBCONTRACTOR shall prepare a final invoice within 30 days of such termination reflecting the services actually performed pursuant to the Agreement and to the satisfaction of the Executive Director or his designee which has not appeared on any prior invoice. GCRPC agrees to pay the SUBCONTRACTOR, in accordance with the terms of the Agreement, for services actually performed and accruing to the benefit of GCRPC compensation previously paid.

The SUBCONTRACTOR may cancel or terminate this Agreement upon thirty (30) days written notice by certified mail to GCRPC. The SUBCONTRACTOR may not give notice of cancellation after it has received notice of default from GCRPC. In the event of such termination prior to completion of the contract provided for herein, GCRPC, agrees to pay services herein specified on a prorated basis for work actually performed and invoiced in accordance with the terms of this Agreement, less payment of any compensation previously paid.

(b). Default

GCRPC may, by written notice of default to the SUBCONTRACTOR, terminate the whole or any part of the Agreement in any one of the following circumstances:

1. If the SUBCONTRACTOR fails to perform the services herein specified within the time specified herein or any extension thereof; or

2. If the SUBCONTRACTOR fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or so violates the Agreement in a manner which significantly endangers substantial performance of the Agreement or completion of the services herein specified within a reasonable time, and in either of these two instances does not cure such failure within a period of ten (10) days (or such longer periods of time as may be authorized by GCRPC in writing) after receiving written notice by certified mail of default from GCRPC. In the event of such termination, all services of the SUBCONTRACTOR and its employees and subconsultants shall cease and the SUBCONTRACTOR shall prepare a final invoice reflecting the services actually performed pursuant to the Agreement and to the satisfaction of the Executive Director of GCRPC or his designee which has not appeared on a prior invoice. GCRPC agrees to pay the SUBCONTRACTOR, in accordance with the terms of this Agreement, for services actually performed and accruing to the benefit of GCRPC as reflected on said invoices, less payment of any compensation previously paid and less any costs or damages incurred by GCRPC as a result of such default, including an amount agreed to in writing by GCRPC and the SUBCONTRACTOR to be necessary to complete the services herein specified, in addition to that which would have been required had the SUBCONTRACTOR completed the services herein specified as required herein.

(c) The SUBCONTRACTOR shall notify GCRPC immediately upon discovery of any potential or actual conflict of interest. The SUBCONTRACTOR agrees that GCRPC has sole discretion to determine whether a conflict exists and that GCRPC may terminate the Agreement at any time, on the grounds of actual or apparent conflict of interest.

The SUBCONTRACTOR shall notify GCRPC in writing of any actual, apparent, or potential conflict of interest regarding any individual performing or having access to information regarding the work. As applicable, the notification shall include both organizational conflicts of interest and personal conflicts of interest. Any individual with personal conflict of interest shall be disqualified from taking part in any way in the performance of any work that created the conflict of interest.

Article 11 Severability

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

Article 12 Copyright Clause

The state or federal awarding agency and GCRPC reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state or federal government purposes:

- (1) the copyright of all maps, data, reports, research or other work developed under a grant, subgrant; and
- (2) any rights of copyrights to which a grantee, subgrantee or a subcontractor purchases ownership with grant support. All such data and material shall be furnished to GCRPC on request.

It is further agreed that the SUBCONTRACTOR shall develop a written affirmative action compliance program for each of its establishments, unless the contract or subcontract is exempt. The SUBCONTRACTOR'S program shall provide in detail the specific steps to guarantee equal opportunity employment keyed to the problems and needs of members of minority groups, including, when there are deficiencies, the development of specific goals and time tables for the prompt achievement of full and equal employment opportunity. Each SUBCONTRACTOR shall include in this affirmative action compliance program a job classification table. This table should include, but need not be limited to, job titles, principal duties, rates of pay, and where more than one rate of pay applies, the applicable rate. The affirmative action compliance program shall be signed by an executive official of the SUBCONTRACTOR. The SUBCONTRACTOR warrants its Affirmative Action Plan or Ordinance meets the requirements of this article.

Article 13 Identification of the Funding Source

The SUBCONTRACTOR shall give credit to the Texas Commission on Environmental Quality and the Golden Crescent Regional Planning Commission as the funding source in all oral presentations, written documents, publicity, and advertisement regarding any activities which ensure from this Agreement. All equipment purchased and/or facilities built as a result of this Agreement shall bear signage which names the

**Texas Commission on Environmental Quality
And
Golden Crescent Regional Planning Commission**

as the funding source. All reports and other documents completed as a part of this Agreement, other than documents prepared exclusively for internal use, shall carry the following notation on the front cover or title page:

**PREPARED IN COOPERATION WITH THE
TEXAS COMMISSION ON ENVIRONMENTAL QUALITY**

Article 14 Data and Publicity

All data and other information developed under this Agreement shall be furnished to GCRPC and shall be public data and information except to the extent that it is exempted from public access by the Texas Open Records/Public Information Act, Vernon's TEX. Government Code Section 552. Upon Termination of this Agreement, all data and information shall become the joint property of GCRPC and the SUBCONTRACTOR.

Article 15 Dispute Resolution

Any and all disputes concerning questions of fact or of law arising under this Agreement which are not disposed of by Agreement shall be decided by the Executive Director of GCRPC or his designee, who shall reduce his decision to writing and provide notice thereof to the SUBCONTRACTOR. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the SUBCONTRACTOR requests a rehearing from the Executive Director of GCRPC. In connection with any rehearing under this Article, the SUBCONTRACTOR shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive.

Pending final decision of a dispute hereunder, the SUBCONTRACTOR shall proceed diligently with the performance of the Agreement and in accordance with GCRPC's final decision.

Article 16 Oral and Written Agreements

All oral or written Agreements between the parties hereto relating to the subject matter of this Contract which were developed and executed prior to the execution of this Contract have been reduced to writing and are contained herein.

Article 17 Energy Efficiency Standards

The SUBCONTRACTOR shall follow standards and policies on energy efficiency which are contained in the Texas State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

Article 18 ADA Requirements

The SUBCONTRACTOR shall comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101- 12213 (Pamph 1995).

Article 19 Utilization of Historically Underutilized Business Enterprises

The SUBCONTRACTOR agrees that qualified Historically Underutilized Businesses (HUBs) shall have the maximum practicable opportunity to participate in the performance of this Agreement.

Article 20 Intellectual Property

(a). For the purpose of this Article, "intellectual property" refers to 1) any discovery or invention for which patent rights may be acquired, and 2) any photographs, graphic designs, plans, drawings, specifications, computer programs, technical reports, operating manuals, or other copyrightable materials, and 3) any other materials in which intellectual property rights may be obtained.

(b). If the SUBCONTRACTOR first conceives of, actually puts into practice, discovers, invents, or produces any intellectual property during the course of its work under this Agreement, it shall report that fact to GCRPC.

(c). The SUBCONTRACTOR may obtain governmental protection for rights in the intellectual property. However, GCRPC hereby reserves a nonexclusive, royalty-free and irrevocable license to use, publish, or reproduce the intellectual property for sale or otherwise, and to authorize others to do so. GCRPC also reserves a royalty-free nonexclusive, and irrevocable license to use, publish, or reproduce for sale or otherwise, and to authorize others to use, publish, or reproduce, for sale or otherwise (to the extent consistent with the rights of third parties) any intellectual property for which the SUBCONTRACTOR obtains rights with funds received under this Agreement.

(d). In performing work under this Agreement, the SUBCONTRACTOR shall comply with all laws, rules, and regulations relating to intellectual property, and shall not infringe on any third party's intellectual property rights. It shall hold GCRPC harmless for, and to the extent permitted by the laws and Constitution of the State of Texas, defend and indemnify GCRPC against, any claims for infringement related to its work under this Agreement.

(e). The SUBCONTRACTOR shall include provisions adequate to effectuate the purposes of this Article in all sub Agreements and subcontracts under this Agreement in the course of which intellectual property may be produced or acquired.

Article 21 Force Majeure

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the parties' control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with GCRPC.

Article 22 Entire Contract

This Agreement represents the entire Contract between the contracting parties and supersedes any and all prior contracts between the parties, whether written or oral.

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10. Consider and take the necessary action to approve the Preliminary Plat of Indianola Club Grounds. (DEH)

Terry Ruddick explained preliminary plat.

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



April 30, 2024

David Hall
County Commissioner Precinct #1
305 Henry Barber Way
Port Lavaca, TX 77979

RE: Indianola Club Grounds

Dear Commissioner Hall,

Please consider this letter as my request to have the following item placed on the May 8, 2024
Commissioner's Court agenda:

***Consider and take the necessary action to approve the Preliminary Plat of Indianola Club
Grounds.***

If I can provide additional information, please do not hesitate to contact me.

Sincerely,

Terry T. Ruddick, R.P.L.S.
C.E.O.
(S26207.01)

Victoria
2004 N. Commerce
Victoria, TX 77901
361-578-9837
Firm #: 10021100

San Antonio
12661 Silicon Drive
San Antonio, TX 78249
210-267-8654
Firm #: 10193843

Cuero
104 E. French Street
Cuero, TX 77954
361-277-9081
Firm #: 10021101

urbansurveying.com





LEGEND

1. Existing Right of Way

2. Proposed Right of Way

3. Easement

4. Utility

5. Survey Boundary

6. Proposed Building Footprint

7. Proposed Driveway

8. Proposed Walkway

9. Proposed Fencing

10. Proposed Landscaping

11. Proposed Paved Area

12. Proposed Unpaved Area

13. Proposed Water Feature

14. Proposed Structure

15. Proposed Structure Foundation

16. Proposed Structure Foundation

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50. Proposed Structure Foundation



ENGINEER'S CERTIFICATE

I, the undersigned, being duly licensed as a Professional Engineer in the State of Texas, do hereby certify that the above is a true and correct copy of the original survey as shown to me by the client, and that the same is in accordance with the laws and regulations of the State of Texas.

[Signature]

DATE: 10/15/2010

PROFESSIONAL ENGINEER

NO. 12345

STATE OF TEXAS

SURVEYOR'S CERTIFICATE

I, the undersigned, being duly licensed as a Professional Surveyor in the State of Texas, do hereby certify that the above is a true and correct copy of the original survey as shown to me by the client, and that the same is in accordance with the laws and regulations of the State of Texas.

[Signature]

DATE: 10/15/2010

PROFESSIONAL SURVEYOR

NO. 12345

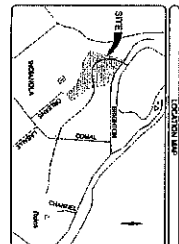
STATE OF TEXAS

GENERAL NOTES

1. THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE SURVEYING ACT OF 1989.
2. THE BOUNDARIES SHOWN ON THIS SURVEY ARE BASED ON THE DATA PROVIDED BY THE CLIENT.
3. THE SURVEYOR HAS NOT CONDUCTED ANY FIELD VERIFICATION OF THE DATA PROVIDED BY THE CLIENT.
4. THE SURVEYOR HAS NOT CONDUCTED ANY FIELD VERIFICATION OF THE DATA PROVIDED BY THE CLIENT.
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THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE SURVEYING ACT OF 1989. THE BOUNDARIES SHOWN ON THIS SURVEY ARE BASED ON THE DATA PROVIDED BY THE CLIENT. THE SURVEYOR HAS NOT CONDUCTED ANY FIELD VERIFICATION OF THE DATA PROVIDED BY THE CLIENT.

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PROJECT:

INDIANOLA CLUB GROUNDS

PRELIMINARY PLAT

INDIANOLA CLUB GROUNDS

SHAWANDA CLUB GROUNDS

JUAN GARCIA SURVEY - ABSTRACT NOS. 6, CALHOUN COUNTY, TEXAS.

usi

Land Surveying • Aerial Imaging

2001 N. COMMERCE ST. VICTORIA, TEXAS 77901
PHONE: (361) 571-8811 FAX: (361) 571-8811

104 E. PINEHURST QUINN, TEXAS 77464
PHONE: (817) 277-4001 FAX: (817) 277-4001

1891 BEACON DRIVE SAN ANTONIO, TEXAS 78208
PHONE: (214) 207-8888 FAX: (214) 207-8888

11

11. Consider and take necessary action to approve Agreement for Professional Services in the amount of \$22,000.00 with G & W Engineers, Inc. for County Annex Building Roof Improvements and have Judge Meyer sign all Documents. (RHM)

Everett explained the project.

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

G&W ENGINEERS, INC.

205 W. Live Oak • Port Lavaca, TX 77979 • p: (361)552-4509 • f: (361)552-4987
Texas Firm Registration No. F04188

May 02, 2024

Calhoun County
Honorable Judge Meyer
211 S. Ann Street, Suite 301
Port Lavaca, TX 77979

**RE: PROPOSAL – Professional Engineering Services – Annex Building Roof Improvements-
Calhoun County, Texas**

Dear Judge Meyer,

G&W Engineers, Inc. understands that you are considering engaging a professional engineering consulting firm to assist the County with the roof improvements at the County Annex Building. Per reports and by visual inspection by G&W, the existing roof was installed in the early 90s and its current condition is poor. The entire building is in need of a re-roof or recover. Our understanding is that this building currently has one roof system on it. The new roof system is to increased slope (where achievable) with tapered insulation on top of the first system and this will increase R-Values. The proposed new roof system is anticipated to include laying down tapered insulation on top of the existing roof. The weather proof surface is to consist of mod bit roll roofing. The building will receive new trim. Per our conversations, G&W understands that the County is requesting a proposal for the following scope of work:

1. Prepare signed and sealed drawings for the new roof system and all applicable details for a system that meets TDI requirements. This includes curbing modifications if necessary.
2. Prepare a bid package for the project and assist the County in bidding the project and recommending award. This includes attendance at Pre-Bid meetings, answering contractor questions, and issuing addendum(s) if required.
3. Provide construction phase support, including periodic observations and reports of the construction. G&W shall also assist with review of pay applications and submittal reviews.
4. Prepare and submit necessary windstorm documentation to the TDI and submit to the state a request for WPI-8.

G&W Engineers, Inc. proposes to perform the referenced Scope of Work for this project on a Time & Material Basis with a fee Not-To-Exceed based upon the following values:

Construction Plan:	NTE \$10,000.00
Bidding Phase:	NTE \$4,000.00
Construction Phase:	NTE \$4,000.00
Windstorm Inspections and Filing	NTE \$4,000.00
TOTAL FEES:	NTE \$22,000.00

Clarifications:

1. The professional services estimated fee provided above is based upon preliminary discussions as well as information provided by the Calhoun County and any additions or alterations to this will increase man hour requirements. These additions or alterations from the original scope of work will be charged based on the G&W Engineers, Inc. Rate Schedule and is subject to increases.
2. Any fees (if any) incurred by public entities are not included within the scope of this project.
3. The improvements will be bid out in one bid package and contracted with one contractor. Multiple bid packages will increase engineering fees.

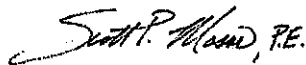
Exclusions:

1. Environmental assessments and/or permitting is not included within this Scope of Work.
2. Any permits or permit fees are not included within the Scope of Work (if required).
3. Pull test or coring are not included, but may be necessary of the owner.
4. Planning of relocating any interferences not know during design.
5. Filling out of any forms regarding utility request, service or relocation.
6. Construction Testing of Materials and lab testing are not included.

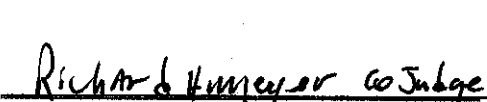

If this proposal meets with your approval, please sign and return one copy to my attention or return to me via scan/email (smason@gwengineers.com) as acknowledgement to proceed with this engineering effort.

We appreciate the opportunity to work with you on this project.

Sincerely,



Scott P. Mason, P.E.
Lead Project Engineer

	
Richard H. Meyer	5-8-24
Printed Name	Date
co Judge	
Title	Signature

File: job #5310.026

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2024-1153471

Date Filed:
04/29/2024

Date Acknowledged:

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

G&W Engineers, Inc.
Port Lavaca, 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.

5310.026
Technical Services 5310.026 Annex Building Roof

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Novian, Brian	Port Lavaca, TX United States	X	
	Michial, Sappington	Port Lavaca, TX United States	X	
	Gohlke, Anthony	Port Lavaca, TX United States	X	
	Danysh, Henry	Port Lavaca, TX United States	X	
	Tuch, Elton	Port Lavaca, TX United States	X	

5 Check only if there is NO interested party.

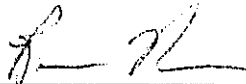
6 UNSWORN DECLARATION

My name is Brian Novian, and my date of birth is 1/29/1980

My address is [REDACTED]

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

Executed in CALHOUN County, State of TEXAS, on the 29 day of April, 20 24
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

12

12. Consider and take necessary action on closing a portion of Magnolia Beach at and near Cabana 1 for three days (June 14, 15, and 16th (See Attached map) for the Texas 200 sailing club as provided by Texas Local Government Code Section 240. (RHM)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Gary Reese, Commissioner Pct 4
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

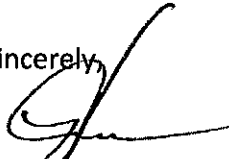
RE: AGENDA ITEM

Dear Judge Meyer,

Please place the following item on the Commissioners' Court Agenda for May 8th, 2024.

- Consider and take necessary action on closing a portion of Magnolia Beach at and near Cabana 1 for three days (June 14, 15, and 16th (See Attached map) for the Texas 200 sailing club as provided by Texas Local Government Code Section 240.

Sincerely,


David E. Hall

DEH/apt

THE 17TH ANNUAL TEXAS 200 JUNE 10 - 14, 2024

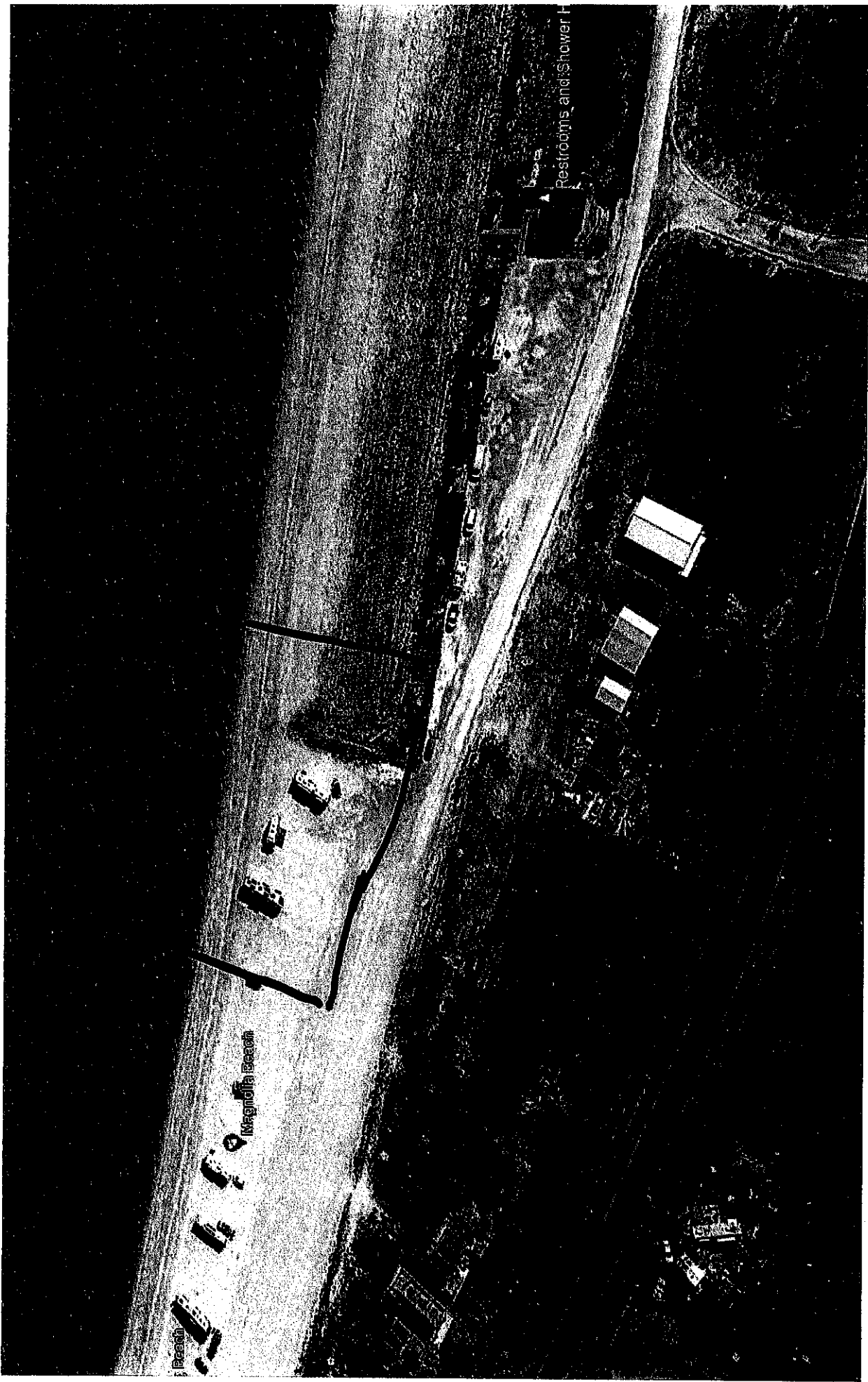


Event Dates

The 2024 Texas 200 will be held the second full week of June 2024, which means a start date of Monday, June 10th. Additional information including the start point, finish point and all camps, will be published on our website on or about January 1, 2024.

Waiver

Every participant in the Texas 200 (Captain and all crew) must submit a signed waiver at the Captain's meeting in order to participate in the event. Click **HERE** to download the waiver.

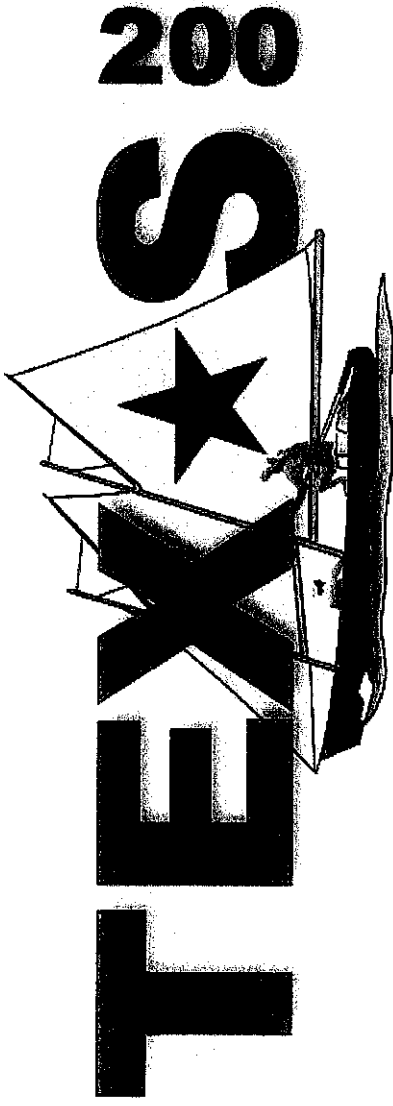


Restrooms

Magnolia Restroom

Restrooms

Restrooms and Shower H



Sailing Club

The 16th Annual Texas 200 June 12 - 17, 2023

[Home](#) - [Sign Up](#) - [Weather](#) - [Camps](#) - [Who's Coming](#) - [Forum](#) - [Info](#) - [FAQ](#) -

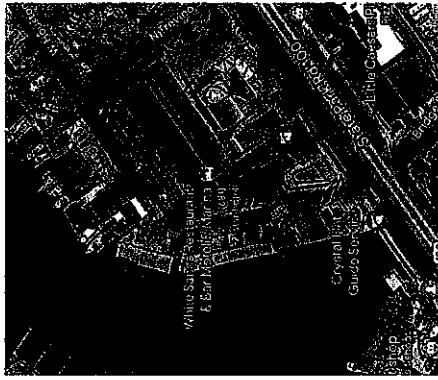
The 16th Annual Texas 200 will be held from June 12-17, 2023. This year we are going to utilize most of the camps that were planned in 2021,

Camps: 2023 Texas 200

The 16th Annual Texas 200 will be held from June 12-17, 2023. This year's theme is "Small Boats & Sandy Beaches." Essentially, we're offering something that is very rare on this event - a couple of nice sandy beaches as camps. The catch is that you'll need to be in a small, shallow draft boat in order to easily access them. As always, we have a "Come as You Are" approach to participation, and we welcome anyone, in any type of boat; but this year's rewards will be most easily obtained if you're participating in a small, shallow-draft boat.

The Full, Traditional Texas 200

The Start - Port Isabel



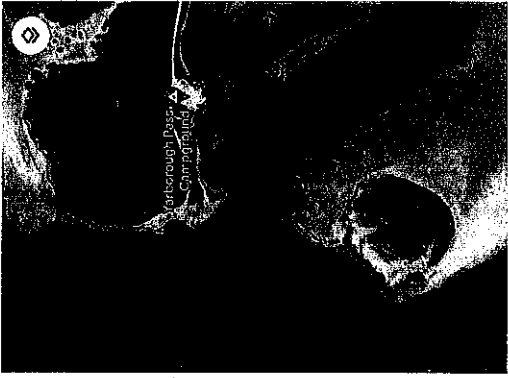
The 2023 Texas 200 will start in Port Isabel. It's been a few years since we've started here, and we're looking forward to getting back down there for this year's start. Some of y'all may have seen the news that the Port Isabel lighthouse, which was built in 1852, recently received a new lens and was lit for the first time in 117 years in December 2022. Tours of the lighthouse are offered daily, so make some time during your time in Port Isabel to check out a unique piece of Texas maritime history. You are free to arrange for and utilize any slip, marina, motel, or boat ramp in the Port Isabel area that you feel is best for you and your crew. The mandatory Captain's Meeting will occur in the parking lot of the White Sands Motel at 7am on Sunday morning. The location is shown with the red location marker in the Google image above.

Camp 1 - Port Mansfield Spoil Islands
Approx: 26 deg 33' 34" N, 97 deg 21' 58" W
34 nautical miles from Port Isabel



While these spoil islands have never been formal Texas 200 camps, many participants have camped here in prior years, as an alternative to beating to windward for 5 miles out to the Port Mansfield Jetties, which have been used as a camp on several occasions. Due to the constant shifting of the sands, we are not identifying a particular spoil island for the camp. Rather, we'll have to have the first few boats into camp scope things out and find the best island or two for camping. You're not going to want to sail too far to the east to find the perfect island though, since Camp 2 is fairly far from Camp 1. Stay as close to the western-most spoil island as possible so that your Tuesday sail isn't unnecessarily long.

Camp 2 - Yarborough Pass
27 deg 12' 14" N, 97 deg 23' 22" W
42 nautical miles from Camp 1



This is a brand new camp, never before used on the Texas 200 event. And it's one of the nice sandy beaches that will be the reward for those of us in small, shallow-draft boats. Note that this entire area consists of shifting sands, sand flats and shoals that generally make approaching this camp somewhat "interesting". Since we can't possibly know if any strong winter northers or early summer storms will shift the sand and shoals, we can't describe what things will look like for us in June when we all descend on this camp. The goal will be to camp on the north side of the remnants of the pass that was dredged in 1941 and ultimately abandoned in 1950, near where the red marker is shown above. Depending on the location and depth of the sandy shoals in June, it may be necessary to utilize the island to the immediate south of the red marker. We'll have to make this final call in June, as the first boats start to arrive and scope things out.

Camp 3 - Corpus Christi Bay
 27 deg 41' 08" N, 97 deg 14' 10" W
 32 nautical miles from Camp 2

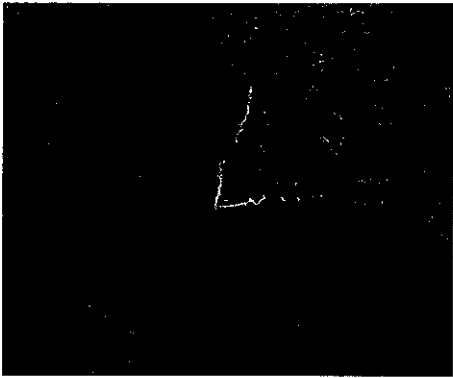


This is another "first time" camp for the event, having never been used before. This camp is located roughly 1/4 mile to 1/2 mile to the west of the ICW, just as it opens up into Corpus Christi Bay. These beaches are mostly shell, and tend to shift around a bit each winter as each strong Norther blows through. The exact location of the best spot for this year's fleet will need to be determined by the first few boats into camp. We will be holding a brief memorial ceremony at Camp 2 for Texas 200 participants who have crossed the bar in the past year, if we become aware of any. As of late December 2022, the Board is not aware of any Texas 200 participants who have recently passed away. If anyone becomes aware of any Texas 200 participant who passes away prior to this year's event, please email Matt Schiemer at mschiemer200@gmail.com so that we can plan the memorial accordingly. The memorial will be held in the late afternoon, before sunset.

Camp 4 - Paul's Mott

28 deg 03' 11" N, 96 deg 56' 43" W

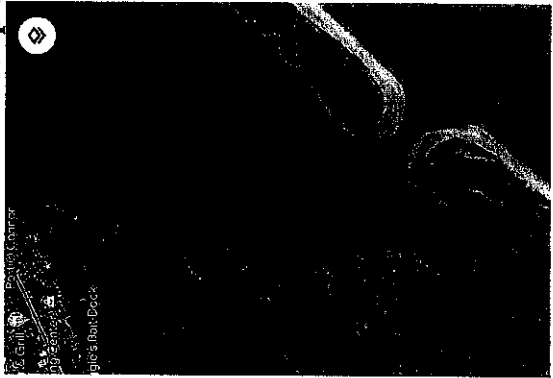
29 nautical miles from Camp 3



This is a great camp that we've used several times over the years. It is a generally north-facing shell and rock beach. In recent years, what was once a single, long, north-facing beach has been broken into several small islands. Depending on what Mother Nature throws at us this winter and early summer, it could once again be a single, large beach, or more of an archipelago; time will tell. The first few boats to arrive will have to scope out the best option for the rest of us at this general location.

Camp 5 - Pass Cavallo

28 deg 23' 03" N, 96 deg 23' 37" W
40 nautical miles from Camp 4



This is the 3rd never-before-used camp on this year's event. It is also one of the nice sandy beaches

that shall be the reward for those participating in small, shallow draft boats with lots of patience when it comes to "feeling" their way into camp, literally. A number of Texas 200 members have camped at this approximate location over the years, and generally there is no problem finding a good spot to beach our boats and set up tents. However, once again it's really up to Ma' Nature as to exactly how this spot will look in mid-June. Note that the approach to Pass Cavallo generally does include very large, shallow sand shoals just north of the red marker, as seen in this Google image. You'll almost certainly need to feel your way into this camp, but trust us, it will be worth your while.

The Finish - Magnolia Beach

**28 deg 33' 27" N , 96 deg 31' 40" W
15 nautical miles from Camp 5**



We will finish at Magnolia Beach where we will have our traditional shrimp boil (or BBQ - to-be-determined) and celebration starting at approximately 3:00pm. Please remember that the shrimp boil/BBQ requires registration and pre-payment, which should be done on the Texas 200 webpage in advance. This is a sand and shell beach and the approach is fairly deep right up to the beach. There are relatively new public restrooms with showers right there at the beach, and tent and RV camping is allowed if you want to stay the night after the event. At the north end, there is a boat ramp for pulling out. Our vehicles and empty trailers are located about a mile from here, and it's usually fairly easy to find someone to drive you over to get your vehicle.

13

13. Accept Monthly Reports from the following County Offices:

- i. Floodplain Administration – April 2024
- ii. Justice of Peace PCT 5 –April 2024

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 Floodplain Administration

211 South Ann Street, Suite 301

Port Lavaca, TX 77979-4249

Phone: 361-553-4455/Fax: 361-553-4444

e-mail: derek.walton@calhouncotx.org

April 2024 Development Permits Report For Commissioners Court: May 8th, 2024

New Homes - 7

Renovations/Additions - 0

Mobile Homes - 0

Boat Barns/Storage Buildings/Garages - 6

Commercial Buildings/RV Site - 1

Tower Addition - 0

Fence - 0

Pool - 0

Drainage - 0

Pipeline - 0

Total Fees Collected: \$840.00

Receipt numbers: 925862, 925863, 925864, 925865, 925866, 925867, 925868,
925869, 925870, 925871, 925872, 925873, 925874, 925875

Derek Walton
5-8-24

MONTHLY DISTRIBUTION BY CATEGORY BY GL CODE (DETAIL REPORT)
 NANCY POMYKAL, CALHOUN COUNTY JUSTICE OF THE PEACE FCT 5 - RAN ON 05/01/2024 AT 08:50am
 ALL USERS

ALL CASE TYPES
 04/01/2024 THRU 04/30/2024
 SELECTED BY BUSINESS DATE

GL#	FEE	TOTAL	MONEY	CREDIT	MON/CRD	NON-MONEY	RETAINED	DISBURSED
	ADMINISTRATIVE FEE	25.00	25.00	0.00	25.00	0.00	25.00	0.00
	CRIMINAL DISTRIBUTIONS							
	CCC 01/01/20 thru present	578.24	186.00	392.24	578.24	0.00	57.82	520.42
	FINE	727.00	393.00	334.00	727.00	0.00	727.00	0.00
	PARKS & WILDLIFE ARREST F	15.00	5.00	10.00	15.00	0.00	12.00	3.00
	DPS ARREST FEE	23.09	5.00	18.09	23.09	0.00	18.47	4.62
	WARRANT FEE	135.46	50.00	85.46	135.46	0.00	135.46	0.00
	SHERIFF'S ARREST FEE	8.55	5.00	3.55	8.55	0.00	8.55	0.00
	PARKS & WILDLIFE FINE	511.86	269.00	242.86	511.86	0.00	76.78	435.08
	WATER SAFETY FINE	119.00	0.00	119.00	119.00	0.00	17.85	101.15
	COLLECTION SERVICES FEE	184.75	114.00	70.75	184.75	0.00	184.75	0.00
	JUVENILE CASE MANAGER FEE	0.39	0.00	0.39	0.39	0.00	0.39	0.00
	DPS OMNI FEE - COUNTY	6.84	0.00	6.84	6.84	0.00	6.84	0.00
	DPS OMNI FEE - OMNIBASE	10.25	0.00	10.25	10.25	0.00	0.00	10.25
	STATE TRAFFIC FINE (EFF.	50.00	0.00	50.00	50.00	0.00	2.00	48.00
	LOCAL CONSOLIDATED COURT	130.57	42.00	88.57	130.57	0.00	130.57	0.00
	LOCAL TRAFFIC FINE (EFF.	3.00	0.00	3.00	3.00	0.00	3.00	0.00
	OMNI REIMBURSEMENT FEE (E	10.00	10.00	0.00	10.00	0.00	4.00	6.00
	TIME PAYMENT REIMBURSEMEN	15.00	0.00	15.00	15.00	0.00	15.00	0.00
		2554.00	1104.00	1450.00	2554.00	0.00	1425.48	1128.52

GL#	FEE	TOTAL	MONEY	CREDIT	MON/CRD	NON-MONEY	RETAINED	DISBURSED
	CIVIL DISTRIBUTIONS							
	LOCAL CONSOLIDATED CIVIL	99.00	99.00	0.00	99.00	0.00	99.00	0.00
	State Consolidated Civil	63.00	63.00	0.00	63.00	0.00	0.00	63.00
		162.00	162.00	0.00	162.00	0.00	99.00	63.00

SUMMARY BREAKDOWN

CASH	400.00
CREDIT CARD	1450.00
CHECK	866.00
TOTAL MONETARY	2716.00
TOTAL NON-MONETARY	0.00
TOTAL AMOUNT	2716.00
RECEIPT NO.	378153 TO 378169
LESS CREDIT CARD	1266.00

Friday 5-8-24

14

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

2023:

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

2024:

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

COMMISSIONERS' COURT BUDGET ADJUSTMENT APPROVAL LIST

HEARING DATE: Wednesday, May 8, 2024

HEARING TYPE: REGULAR BUDGET YEAR: 2023

FUND NAME GENERAL FUND

FUND NO: 1000

DEPARTMENT NAME: COUNTY COURT-AT-LAW

DEPARTMENT NO: 410

AMENDMENT NO: 6702 REQUESTOR: COURT-AT-LAW

AMENDMENT REASON: LINE ITEM ADJUSTMENT

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE		EXPENDITURE		FUND BAL	
				INCREASE	DECREASE	INCREASE	DECREASE	INCREASE	DECREASE
51910	SOCIAL SECURITY	999	NO GRANT	\$0	\$0	\$820	\$0		(\$820)
51920	GROUP INSURANCE	999	NO GRANT	\$0	\$0	\$0	\$820		\$820
AMENDMENT NO 6702 TOTAL				\$0	\$0	\$820	\$820		\$0

COUNTY COURT-AT-LAW TOTAL \$0 \$0 \$820 \$820 \$0 \$0

DEPARTMENT NAME: OTHER FINANCING

DEPARTMENT NO: 520

AMENDMENT NO: 6699 REQUESTOR: COMMISSIONER PRECINCT #3

AMENDMENT REASON: RECORD TRADE-IN PORTION OF JOHN DEER MOTORGRADER LEASE-PURCHASE AGREEMENT DATED 11/22/23

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE		EXPENDITURE		FUND BAL	
				INCREASE	DECREASE	INCREASE	DECREASE	INCREASE	DECREASE
90005	GAIN/LOSS ON SALE OF ASSETS	999	NO GRANT	\$0	\$0	\$0	\$101,000		\$101,000
AMENDMENT NO 6699 TOTAL				\$0	\$0	\$0	\$101,000		\$101,000

OTHER FINANCING TOTAL \$0 \$0 \$0 \$0 \$101,000 \$101,000

DEPARTMENT NAME: ROAD AND BRIDGE-PRECINCT #3

DEPARTMENT NO: 560

COMMISSIONERS' COURT BUDGET ADJUSTMENT APPROVAL LIST

HEARING DATE: Wednesday, May 8, 2024

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: 6699

REQUESTOR: COMMISSIONER PRECINCT #3

AMENDMENT REASON: RECORD TRADE-IN PORTION OF JOHN DEER MOTORGRADER LEASE-PURCHASE AGREEMENT DATED 11/22/23

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE		EXPENDITURE		FUND BAL	
				INCREASE	DECREASE	INCREASE	DECREASE	INCREASE	DECREASE
73400	MACHINERY AND EQUIPMENT	999	NO GRANT	\$0	\$0	\$101,000	\$0	\$0	(\$101,000)
AMENDMENT NO 6699 TOTAL				\$0	\$0	\$101,000	\$0	\$0	(\$101,000)

ROAD AND BRIDGE-PRECINCT #3 TOTAL		\$0	\$0	\$101,000	\$0	(\$101,000)
GENERAL FUND TOTAL		\$0	\$0	\$101,820	\$101,820	\$0

FUND NAME C.PRJ-AMERICAN RESCUE PLAN ACT OF 2021

FUND NO: 5102

DEPARTMENT NAME: NO DEPARTMENT

DEPARTMENT NO: 999

AMENDMENT NO: 6700

REQUESTOR: C-PRJ-AMERICAN RESCUE PLAN ACT OF 2021

AMENDMENT REASON: UPDATE TO ACTUAL BUDGET

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE		EXPENDITURE		FUND BAL	
				INCREASE	DECREASE	INCREASE	DECREASE	INCREASE	DECREASE
70654	BUILDING-EMERGENCY COMMUNIC	999	NO GRANT	\$0	\$0	\$55,588	\$55,588	\$55,588	
90005	GAIN/LOSS ON SALE OF ASSETS	999	NO GRANT	\$0	\$0	\$55,588	\$0	(\$55,588)	
AMENDMENT NO 6700 TOTAL				\$0	\$0	\$55,588	\$55,588	\$0	

NO DEPARTMENT TOTAL		\$0	\$0	\$55,588	\$55,588	\$0
C.PRJ-AMERICAN RESCUE PLAN ACT OF 2021 TOTAL		\$0	\$0	\$55,588	\$55,588	\$0

FUND NAME CAPITAL PROJECTS ROAD BRIDGE INFRASTRCT

FUND NO: 5150

COMMISSIONERS' COURT BUDGET ADJUSTMENT APPROVAL LIST

HEARING DATE: Wednesday, May 8, 2024

HEARING TYPE: REGULAR BUDGET YEAR: 2023

FUND NAME CAPITAL PROJECTS ROAD BRIDGE INFRASTRCT

FUND NO: 5150

DEPARTMENT NAME: NO DEPARTMENT

DEPARTMENT NO: 999

AMENDMENT NO: 6701

REQUESTOR: CAPITAL PRJ-ROAD AND BRIDGE INFRASTRUCTURE

AMENDMENT REASON: AS NEEDED TO RECORD STATE PORTION OF CONSTRUCTION IN PROGRESS FOR 2023

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE	FUND BAL DECREASE
70620	BRIDGES-STATE PORTION/PWP	999	NO GRANT	\$0	\$0	\$114,939	\$0	\$0	(\$114,939)
AMENDMENT NO 6701 TOTAL				\$0	\$0	\$114,939	\$0	\$0	(\$114,939)

NO DEPARTMENT TOTAL \$0 \$0 \$114,939 \$0 (\$114,939)

DEPARTMENT NAME: REVENUE

DEPARTMENT NO: 1

AMENDMENT NO: 6701

REQUESTOR: CAPITAL PRJ-ROAD AND BRIDGE INFRASTRUCTURE

AMENDMENT REASON: AS NEEDED TO RECORD STATE PORTION OF CONSTRUCTION IN PROGRESS FOR 2023

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE	FUND BAL DECREASE
43075	STATE GRANT	999	NO GRANT	\$114,939	\$0	\$0	\$0	\$114,939	\$0
AMENDMENT NO 6701 TOTAL				\$114,939	\$0	\$0	\$0	\$114,939	\$0

REVENUE TOTAL \$114,939 \$0 \$0 \$0 \$114,939

CAPITAL PROJECTS ROAD BRIDGE INFRASTRCT TOTAL \$114,939 \$0 \$114,939 \$0 \$0

Grand Total \$114,939 \$0 \$272,347 \$157,408 \$0

COMMISSIONERS' COURT BUDGET ADJUSTMENT APPROVAL LIST

HEARING DATE: Wednesday, May 8, 2024

HEARING TYPE: REGULAR BUDGET YEAR: 2024

FUND NAME GENERAL FUND

FUND NO: 1000

DEPARTMENT NAME: BUILDING MAINTENANCE

DEPARTMENT NO: 170

AMENDMENT NO: 6698 REQUESTOR: COUNTY AUDITOR/OVERDRAWN

AMENDMENT REASON: OVERDRAWN ACCOUNTS

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE/DECREASE
65450	REPAIRS-AG BLDG, FAIRGROUNDS	999	NO GRANT	\$0	\$0	\$0	\$9,000	\$9,000
65452	REPAIRS-BAUER BLDG	999	NO GRANT	\$0	\$0	\$0	\$3,905	\$3,905
65454	REPAIRS-COURTHOUSE AND JAIL	999	NO GRANT	\$0	\$0	\$0	\$10,416	\$10,416
73400	MACHINERY AND EQUIPMENT	999	NO GRANT	\$0	\$0	\$23,321	\$0	(\$23,321)
AMENDMENT NO 6698 TOTAL				\$0	\$0	\$23,321	\$23,321	\$0
BUILDING MAINTENANCE TOTAL				\$0	\$0	\$23,321	\$23,321	\$0

DEPARTMENT NAME: COMMISSIONERS COURT

DEPARTMENT NO: 230

AMENDMENT NO: 6698 REQUESTOR: COUNTY AUDITOR/OVERDRAWN

AMENDMENT REASON: OVERDRAWN ACCOUNTS

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE/DECREASE
63503	MAINTENANCE-COMMUNICATION N	999	NO GRANT	\$0	\$0	\$0	\$5,415	\$5,415
63920	MISCELLANEOUS	999	NO GRANT	\$0	\$0	\$5,415	\$0	(\$5,415)
AMENDMENT NO 6698 TOTAL				\$0	\$0	\$5,415	\$5,415	\$0
COMMISSIONERS COURT TOTAL				\$0	\$0	\$5,415	\$5,415	\$0

DEPARTMENT NAME: COUNTY TREASURER

DEPARTMENT NO: 210

COMMISSIONERS' COURT BUDGET ADJUSTMENT APPROVAL LIST

HEARING DATE: Wednesday, May 8, 2024

HEARING TYPE: REGULAR BUDGET YEAR: 2024

FUND NAME GENERAL FUND

FUND NO: 1000

DEPARTMENT NAME: COUNTY TREASURER DEPARTMENT NO: 210

AMENDMENT NO: 6698 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
53020	OFFICE SUPPLIES	999	NO GRANT	\$0	\$0	\$200	\$0	\$0	(\$200)
63500	MACHINE MAINTENANCE	999	NO GRANT	\$0	\$0	\$0	\$200	\$200	\$200
AMENDMENT NO 6698 TOTAL				\$0	\$0	\$200	\$200	\$0	\$0
COUNTY TREASURER TOTAL				\$0	\$0	\$200	\$200	\$0	\$0

DEPARTMENT NAME: EMERGENCY MANAGEMENT DEPARTMENT NO: 630

AMENDMENT NO: 6694 REQUESTOR: EMERGENCY MANAGEMENT

AMENDMENT REASON: TRANSFER FUNDS BETWEEN ACCOUNTS

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE	FUND BAL DECREASE
53310	PROGRAM SUPPLIES	999	NO GRANT	\$0	\$0	\$0	\$1,700	\$1,700	\$1,700
AMENDMENT NO 6694 TOTAL				\$0	\$0	\$0	\$1,700	\$1,700	\$1,700
EMERGENCY MANAGEMENT TOTAL				\$0	\$0	\$0	\$1,700	\$1,700	\$1,700

DEPARTMENT NAME: EMERGENCY MEDICAL SERVICES DEPARTMENT NO: 345

AMENDMENT NO: 6698 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
53980	SUPPLIES/OPERATING EXPENSES	999	NO GRANT	\$0	\$0	\$0	\$1,594	\$1,594	\$1,594

COMMISSIONERS' COURT BUDGET ADJUSTMENT APPROVAL LIST

HEARING DATE: Wednesday, May 8, 2024

HEARING TYPE: REGULAR BUDGET YEAR: 2024

FUND NAME GENERAL FUND

FUND NO: 1000

DEPARTMENT NAME: EMERGENCY MEDICAL SERVICES DEPARTMENT NO: 345

AMENDMENT NO: 6698 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
66505	TRAVEL/DUES/SUBSCRIPTIONS	999	NO GRANT	\$0	\$0	\$1,475	\$0	\$0	(\$1,475)
74050	VEHICLE	999	NO GRANT	\$0	\$0	\$119	\$0	\$0	(\$119)
AMENDMENT NO 6698 TOTAL				\$0	\$0	\$1,594	\$1,594	\$0	\$0

EMERGENCY MEDICAL SERVICES TOTAL \$0 \$0 \$1,594 \$1,594 \$0 \$0

DEPARTMENT NAME: FLOOD PLAIN ADMINISTRATION DEPARTMENT NO: 710

AMENDMENT NO: 6694 REQUESTOR: EMERGENCY MANAGEMENT

AMENDMENT REASON: TRANSFER FUNDS BETWEEN ACCOUNTS

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE	FUND BAL DECREASE
53020	OFFICE SUPPLIES	999	NO GRANT	\$0	\$0	\$1,700	\$0	\$0	(\$1,700)
AMENDMENT NO 6694 TOTAL				\$0	\$0	\$1,700	\$0	\$0	(\$1,700)

FLOOD PLAIN ADMINISTRATION TOTAL \$0 \$0 \$1,700 \$0 \$0 (\$1,700)

DEPARTMENT NAME: ROAD AND BRIDGE-PRECINCT #1 DEPARTMENT NO: 540

AMENDMENT NO: 6695 REQUESTOR: COMMISSIONER PRECINCT #1

AMENDMENT REASON: LINE ITEM ADJUSTMENT

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE	FUND BAL DECREASE
51630	COMP TIME PAY	999	NO GRANT	\$0	\$0	\$1,509	\$0	\$0	(\$1,509)

COMMISSIONERS' COURT BUDGET ADJUSTMENT APPROVAL LIST

HEARING DATE: Wednesday, May 8, 2024

HEARING TYPE: REGULAR BUDGET YEAR: 2024

FUND NAME GENERAL FUND

FUND NO: 1000

DEPARTMENT NAME: ROAD AND BRIDGE-PRECINCT #1 DEPARTMENT NO: 540

AMENDMENT NO: 6695 REQUESTOR: COMMISSIONER PRECINCT #1

AMENDMENT REASON: LINE ITEM ADJUSTMENT

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE	FUND BAL DECREASE
51740	VACATION PAY ON TERMINATION	999	NO GRANT	\$0	\$0	\$6,391	\$0		(\$6,391)
53510	ROAD & BRIDGE SUPPLIES	999	NO GRANT	\$0	\$0	\$0	\$7,900		\$7,900
AMENDMENT NO 6695 TOTAL				\$0	\$0	\$7,900	\$7,900		\$0

ROAD AND BRIDGE-PRECINCT #1 TOTAL \$0 \$0 \$7,900 \$7,900 \$0

DEPARTMENT NAME: ROAD AND BRIDGE-PRECINCT #3 DEPARTMENT NO: 560

AMENDMENT NO: 6696 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
53210	MACHINERY PARTS/SUPPLIES	999	NO GRANT	\$0	\$0	\$10,000	\$0		(\$10,000)
53510	ROAD & BRIDGE SUPPLIES	999	NO GRANT	\$0	\$0	\$0	\$10,800		\$10,800
62672	GARBAGE COLL-OLIVIA	999	NO GRANT	\$0	\$0	\$800	\$0		(\$800)
AMENDMENT NO 6696 TOTAL				\$0	\$0	\$10,800	\$10,800		\$0

AMENDMENT NO: 6698 REQUESTOR: COUNTY AUDITOR/OVERDRAWN

AMENDMENT REASON: OVERDRAWN ACCOUNTS

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE	FUND BAL DECREASE
53510	ROAD & BRIDGE SUPPLIES	999	NO GRANT	\$0	\$0	\$0	\$3,000		\$3,000
70750	CAPITAL OUTLAY	999	NO GRANT	\$0	\$0	\$3,000	\$0		(\$3,000)

COMMISSIONERS' COURT BUDGET ADJUSTMENT APPROVAL LIST

HEARING DATE: Wednesday, May 8, 2024

HEARING TYPE: REGULAR BUDGET YEAR: 2024

FUND NAME GENERAL FUND

FUND NO: 1000

DEPARTMENT NAME: ROAD AND BRIDGE-PRECINCT #3 DEPARTMENT NO: 560

AMENDMENT NO: 6698 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
			AMENDMENT NO 6698 TOTAL	\$0	\$0	\$3,000	\$3,000	\$0	\$0
			ROAD AND BRIDGE-PRECINCT #3 TOTAL	\$0	\$0	\$13,800	\$13,800	\$0	\$0

DEPARTMENT NAME: ROAD AND BRIDGE-PRECINCT #4 DEPARTMENT NO: 570

AMENDMENT NO: 6697 REQUESTOR: COMMISSIONER PRECINCT #4

AMENDMENT REASON: LINE ITEM ADJUSTMENT

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	\$15,000	\$0	\$15,000	\$0
70750	CAPITAL OUTLAY	999	NO GRANT	\$0	\$0	\$0	\$0	\$0	(\$15,000)
			AMENDMENT NO 6697 TOTAL	\$0	\$0	\$15,000	\$15,000	\$0	\$0
			ROAD AND BRIDGE-PRECINCT #4 TOTAL	\$0	\$0	\$15,000	\$15,000	\$0	\$0
			GENERAL FUND TOTAL	\$0	\$0	\$68,930	\$68,930	\$0	\$0
			Grand Total	\$0	\$0	\$68,930	\$68,930	\$0	\$0

15

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

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 10:24am

May 8, 2024

APPROVAL LIST - 2024 BUDGET

COMMISSIONERS COURT MEETING OF

05/08/24

BALANCE BROUGHT FORWARD FROM APPROVAL LIST REPORT PAGE 20

\$301,241.15

AFLAC
PRINCIPAL FINANCIAL GROUP
VOYAGER

MAY 2024 PREMIUMS
MAY 2024 PREMIUMS
FUEL USAGE

P/R \$ 2,107.69
P/R \$ 1,699.60
A/P \$ 19,573.10

TOTAL VENDOR DISBURSEMENTS:

\$ 324,621.54

PAYROLL ON MAY 10, 2024

P/R \$ 387,190.70

TOTAL PAYROLL AMOUNT:

\$ 387,190.70

EAST WEST BANK (CLOSE & TRANSFER CD W/ COMPOUNDED INTEREST TO NEXBANK MONEY MARKET ACCT)

\$ 5,401,688.37

TOTAL INVESTMENT ACTIVITY AND TRANSFERS BETWEEN FUNDS:

\$ 5,401,688.37

TOTAL AMOUNT FOR APPROVAL:

\$ 6,113,500.61

CALHOUN COUNTY, TEXAS
 Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 05.08.24
 1000 - GENERAL FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
BUILDING MAINTENANCE	170	BUILDING SUPPLIES/PARTS	53610	GRAINGER	2749	9096672...	MAINT 4/23 AIR RELEASE VALVE	129.42	
			53610	POWER HARDWARE LLC	62260	A107521	MAINT 4/23 GALV CAP, MALLEABLE GAV PLUG	6.18	
			53610	CERTIFIED LABORATORIES	874	8670588	MAINT 4/30 (2) DIESEL FUEL TESTING KITS	365.14	
		UTILITIES-AG BLDG/FAIRGROUNDS	66602	SHELL ENERGY SOLUTIONS	71180	2014215	M# 125531623 METAL BLDG KWH 296	66.75	
			66602	SHELL ENERGY SOLUTIONS	71180	2014215	M# 135279709 OLD SHOW BARN KWH 0	8.30	
			66602	SHELL ENERGY SOLUTIONS	71180	2014215	M# 145862049 NEW SHOW BARN KWH 0	8.30	
			66602	SHELL ENERGY SOLUTIONS	71180	2014215	M# 150691105 BAUER KWH 160	27.01	
			66602	SHELL ENERGY SOLUTIONS	71180	2014215	M# 157104606 RODEO RR KWH 91	62.44	
			66602	SHELL ENERGY SOLUTIONS	71180	2014215	M# 165353885 PAVILION KWH 18	28.13	
			66602	SHELL ENERGY SOLUTIONS	71180	2014215	M# 166003693 AG BLDG KWH 0	8.30	
			66602	SHELL ENERGY SOLUTIONS	71180	2014215	M# 200043106 BAUER KWH 1745	342.30	
			66602	SHELL ENERGY SOLUTIONS	71180	2014215	M# 200305079 FG WOOD SHOP KWH 0	8.30	
			66602	SHELL ENERGY SOLUTIONS	71180	2014215	M# 574091035 AG BLDG KWH 3780	599.18	
			66602	SHELL ENERGY SOLUTIONS	71180	2014215	M# 575045104 FG POLE KWH 0	8.30	
			66602	SHELL ENERGY SOLUTIONS	71180	2014215	M# 581206114 BALL PK KWH 3360	1,236.08	
			66602	SHELL ENERGY SOLUTIONS	71180	2014215	UNMETERED BAUER KWH 104	19.54	
			66602	SHELL ENERGY SOLUTIONS	71180	2014215	UNMETERED FG SEC LT KWH 104	39.08	
			66602	SHELL ENERGY SOLUTIONS	71180	2014215	UNMETERED FG SEC LT KWH 114	24.76	
			66602	SHELL ENERGY SOLUTIONS	71180	2014215	UNMETERED HWY 35 UNIT 400SL KWH 104	23.01	

CALHOUN COUNTY, TEXAS
 Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 05.08.24
 1000 - GENERAL FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
			66602	REPUBLIC SERVICES #847	8897	0847001...	FG 4/26 ACT# 3-0847-0004638 MAY 2024 TRASH SVC	231.97	
		UTILITIES-COURTHOUSE AND JAIL	66604	SHELL ENERGY SOLUTIONS	71180	2014215	M# 590613050 CH KWH 60288	5,298.27	
			66604	REPUBLIC SERVICES #847	8897	0847001...	CH 4/26 ACT# 3-0847-0004639 MAY 2024 TRASH SVC	485.64	
		UTILITIES-JAIL	66605	SHELL ENERGY SOLUTIONS	71180	2014215	M# 592811568 JAIL KWH 59760	4,791.94	
			66605	REPUBLIC SERVICES #847	8897	0847001...	JAIL 4/26 ACT# 3-0847-0004640 MAY 2024 TRASH SVC	378.52	
		UTILITIES-COURTHOUSE ANNEX	66606	SHELL ENERGY SOLUTIONS	71180	2014215	M# 575045069 ANNEX I KWH 8256	1,022.19	
		UTILITIES-COURTHOUSE ANNEX II	66621	SHELL ENERGY SOLUTIONS	71180	2014215	M# 136523550 ANNEX II KWH 2517	360.98	
		UTILITIES-DISPATCH BUILDING	66623	SHELL ENERGY SOLUTIONS	71180	2014215	M# 189643603 312 W IVE OAK ST KWH 272	40.38	
		MACHINERY AND EQUIPMENT	73400	COASTAL REFRIGERATION	812	8623078	MAINT 4/30 REPLACE A/C & HEATING UNIT @ AG BLDG	19,417.12	
BUILDING MAINTENANCE	Total 170							35,037.53	0.00
COMMISSIONERS COURT	230	MISCELLANEOUS	63920	VALLEY VIEW CONSULTING LLC	8144	3927	COM CRT 4/27 2023 4TH QTR INVESTMENT ADVISORY SVCS	7,712.64	
		UTILITIES-EMERG. COMMUNICATION NETWORK	66607	SHELL ENERGY SOLUTIONS	71180	2014215	M# 200516843 RADIO TWR SITE KWH 1783	211.18	
		CAPITAL OUTLAY	70750	G&W ENGINEERS, INC.	2601	5310025...	COM CRT 4/8 PRKNG IMPRVMENTS @ CH & MUSEUM	3,400.00	
COMMISSIONERS COURT	Total 230							11,323.82	0.00

CALHOUN COUNTY, TEXAS
 Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 05.08.24
 1000 - GENERAL FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
COUNTY AUDITOR	190	GENERAL OFFICE SUPPLIES	53020	DEWITT POTTH & SON LLC	3379	7538800	AUDITOR 4/25 (10) CASES PAPER	419.50	
COUNTY AUDITOR	Total 190							464.56	0.00
COUNTY CLERK	250	MACHINE MAINTENANCE	63500	DEWITT POTTH & SON LLC	3379	7531730	AUDITOR 4/19 COPIER COUNT 3/15- 4/18	45.06	
COUNTY CLERK	250	COPY MACHINE LEASE	61340	DEWITT POTTH & SON LLC	3379	7538200	CO CLK 4/25 COPIER COUNT 3/26- 4/24	122.53	
COUNTY CLERK	Total 250							122.53	0.00
COUNTY COURT-AT-LAW	410	TRAVEL ADVANCE SUSPENSE	66448	HERNANDEZ ALEX R	3044	PO4105...	CRT@LAW 1 5/6 TRAVEL ADV- HOUSTON, TX 5/13- 5/15	303.64	
COUNTY COURT-AT-LAW	Total 410							303.64	0.00
COUNTY TAX COLLECTOR	200	GENERAL OFFICE SUPPLIES	53020	KERRI BOYD	4035	PO200G...	TAX A/C 4/24 BANK FEE- DEPOSIT SLIPS- COMPTROLLER ACT	55.27	
COUNTY TAX COLLECTOR	200	MACHINE MAINTENANCE	53020	KERRI BOYD	4036	PO200G...	TAX A/C 4/24 BANK FEE- DEPOSIT SLIPS- OFFICE ACT	55.27	
COUNTY TAX COLLECTOR	Total 200							110.54	0.00
COUNTY TREASURER	210	MACHINE MAINTENANCE	63500	DEWITT POTTH & SON LLC	3379	7524530	TREAS 4/12 COPIER COUNT 3/11- 4/8	40.56	
COUNTY TREASURER	Total 210							40.56	0.00
DISTRICT ATTORNEY	510	GENERAL OFFICE SUPPLIES	53020	QUILL LLC	6602	38162947	DA 4/11 USBs	31.99	
DISTRICT ATTORNEY	510	TRAINING REGISTRATION FEES/TRAVEL	66310	QUILL LLC	6602	38186894	DA 4/13 SHEET MAGNIFIER	22.94	
DISTRICT ATTORNEY	510			TEXAS DIST & CO ATTORNEY ASSOC	7606	243651	DA 4/25 CONF REG- T. FINSTER 7/14- 7/19	350.00	
DISTRICT ATTORNEY	Total 510							404.93	0.00

CALHOUN COUNTY, TEXAS
 Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 05.08.24
 1000 - GENERAL FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
DISTRICT CLERK	420	PHOTO COPIES/SUPPLIES	53030	DEWITT POTTH & SON LLC	3379	7536130	DIST CLK 4/23 COPIER COUNT 3/19- 4/23	57.77	
DISTRICT CLERK	Total 420							57.77	0.00
DISTRICT COURT	430	ADULT ASSIGNED-ATTORNEY FEES	60050	HINDS RICHARD ORRIN	30830	2024099	DIST CRT 4/23 C# 2023-CR-8870-DC M. RODRIGUEZ	450.00	
			60050	HINDS RICHARD ORRIN	30830	2024100	DIST CRT 4/23 C# 2024-CR-8946-DC M. RODRIGUEZ	450.00	
			60050	HINDS RICHARD ORRIN	30830	2024101	DIST CRT 4/23 C# 2019-CR-8140-DC T. CLAYBOURN	350.00	
			60050	DOWNING GILLIAM LAW PLLC	4062	2024097	DIST CRT 4/23 C# 2023-CR-8788-DC L. AWALT, JR	1,650.00	
			60050	DOWNING GILLIAM LAW PLLC	4062	2024098	DIST CRT 4/23 C# 2023-CR-8916-DC M. GARCIA	950.00	
			60050	BEELER JAMES R	499	2024104	DIST CRT 4/29 C# 2022-CR-8621-DC P. WARZECHA	350.00	
			60050	CLARK JERRY	9858	2024102	DIST CRT 4/24 C# 2022-CR-8682-DC R. RIOS	350.00	
DISTRICT COURT	Total 430							4,550.00	0.00
EMERGENCY MANAGEMENT	630	GENERAL OFFICE SUPPLIES	53020	DEWITT POTTH & SON LLC	3379	7537980	EMER MGMT 4/24 COPIER COUNT 3/25- 4/24	119.85	
EMERGENCY MANAGEMENT	Total 630							119.85	0.00
EMERGENCY MEDICAL SERVICES	345	BUILDING SUPPLIES/PARTS	53610	GULF COAST PAPER CO INC	2619	2527283	EMS 4/23 PAPER TOWELS, CUPS	197.55	
		SUPPLIES/OPERATING EXPENSES	53980	AIRGAS USA, LLC	136	9148811...	EMS 4/11 OXYGEN	1,147.22	
			53980	MEMORIAL MEDICAL CENTER	5099	11/2024	EMS 4/23 (2) UNITS WHOLE BLOOD	836.00	

CALHOUN COUNTY, TEXAS
 Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 05.08.24
 1000 - GENERAL FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
		COLLECTIONS-ACCOUNTS RECEIVABLE	60890	EMERGICON LLC	2870	14955	EMS 3/31 MARCH 2024 COLLECTIONS	12,954.42	
		CONTINUING EDUCATION	61080	DIERLAM VAUGHN	EM...	PO3455...	EMS 5/2 REIMB DSHS LICENSE RENEWAL	96.00	
		OUTSIDE SERVICES	64400	DOWELL PEST CONTROL LLC	3183	27848	EMS 4/22 PEST CONTROL	65.00	
			64400	DOWELL PEST CONTROL LLC	3183	27950	EMS 4/24 PEST CONTROL	65.00	
		TRAVEL/DUES/SUBSCRIPTI...	66505	GAONA ANGIE	2778	PO3454...	EMS 4/18 TRAVEL REIMB-VICTORIA, TX 4/18/24	34.84	
			66505	ROJAS ERIKA	8568	PO3454...	EMS 4/18 TRAVEL REIMB-VICTORIA, TX 4/18/24	34.84	
			66505	ROJAS ERIKA	8568	PO3455...	EMS 4/20 TRAVEL REIMB-GALVESTON, TX 4/18- 4/20	170.18	
			66505	ALLEN HAYLEY	EM...	PO3454...	EMS 4/18 TRAVEL REIMB-VICTORIA, TX 4/18/24	34.84	
			66505	ALLEN HAYLEY	EM...	PO3455...	EMS 4/20 TRAVEL REIMB-GALVESTON, TX 4/18- 4/20	182.24	
			66505	HALL DONNA	EM...	PO3454...	EMS 4/18 TRAVEL REIMB-VICTORIA, TX 4/18/24	34.84	
			66505	EICHLER DENVER	EM...	PO3455...	EMS 4/20 TRAVEL REIMB-GALVESTON, TX 4/18- 4/20	231.82	
			66505	WARMUTH JAMES	EM...	PO3455...	EMS 4/20 TRAVEL REIMB-GALVESTON, TX 4/18- 4/20	230.48	
			66505	MAYNE JOHN	EM...	PO3455...	EMS 4/20 TRAVEL REIMB-GALVESTON, TX 4/18- 4/20	196.98	
			66505	WERLAND MICHAEL	EM...	PO3454...	EMS 4/18 TRAVEL REIMB-VICTORIA, TX 4/18/24	37.52	
			66505	HARING ZACHARY	EM...	PO3455...	EMS 4/20 TRAVEL REIMB-GALVESTON, TX 4/18- 4/20	31.62	
			66505	HOOTEN MATTHEW	EM...	PO3455...	EMS 4/13 TRAVEL REIMB-MEMORIAL CITY, TX 4/11-4/13	132.66	
			66505	ABLES BEVERLIE	EM...	PO3455...	EMS 4/20 TRAVEL REIMB-GALVESTON, TX 4/18- 4/20	171.52	
		UNIFORMS	66590	FIKES BROOK	2180	2015	EMS 4/11 UNIFORM EMBROIDERY	38.00	
		UTILITIES	66600	WHITE TRASH SERVICES	1952	200895	EMS 4/25 MAY 2024 TRASH SVC	103.04	

CALHOUN COUNTY, TEXAS
 Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 05.08.24
 1000 - GENERAL FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
			66600	SHELL ENERGY SOLUTIONS	71180	2014215	M# 200574863 EMS KWH 564	66.86	
			66600	SHELL ENERGY SOLUTIONS	71180	2014215	M# 375212260 EMS KWH 12480	1,112.41	
			66600	SHELL ENERGY SOLUTIONS	71180	2014215	UNMETERED EMS SEC LT KWH 775	131.18	
			66600	REPUBLIC SERVICES #847	8897	0847001...	EMS 4/26 ACT# 3-0847-0004637 MAY 2024 TRASH SVC	188.97	
		VEHICLE FUEL/OIL/SERVICE	67120	DIAMOND INSPECTIONS #2	1422	17949	EMS 4/19 STATE INSPECTION	7.00	
			67120	KERRI BOYD, TAX ASSESSOR	4041	1388610...	EMS 4/19 REGISTRATION	7.50	
EMERGENCY MEDICAL SERVICES	Total 345							18,540.53	0.00
EXTENSION SERVICE	110	TELEPHONE SERVICES	66192	AT&T MOBILITY	5209	3619209...	EXT SVC 4/19 ACT# 287335811011 PHONE 3/20-4/19	40.71	
EXTENSION SERVICE	Total 110							40.71	0.00
FIRE PROTECTION-OLIVIA/P. ALTO	650	UTILITIES	66600	LA WARD TELEPHONE EXC., INC.	4601	92073	OPA VFD 5/1 ACT# 101014 MAY 2024 PHONE	34.31	
FIRE PROTECTION-OLIVIA/P. ALTO	Total 650		66600	LA WARD TELEPHONE EXC., INC.	4601	92077	OPA VFD 5/1 ACT# 101019 MAY 2024 INTERNET SVC	50.45	
INDIGENT HEALTH CARE	360	SOFTWARE SERVICES	65838	INDIGENT HEALTHCARE SOLUTIONS	5710	77662	INDIGENT HEALTHCARE 5/1 JUNE 2024 SOFTWARE SVCS	1,961.00	
INDIGENT HEALTH CARE	Total 360							1,961.00	0.00

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INFORMATION TECHNOLOGY	275	TELEPHONE SERVICES	66192	AT&T MOBILITY	5209	3615539...	IT 4/19 ACT# 287289192983 PHONE 3/20- 4/19	121.38	
		UTILITIES-117 W. ASH ST. BUILDING	66609	CENTERPOINT ENERGY	1805	2799453...	IT 4/29 ACT# 2799453-2 CCF 0 3/26- 4/23	51.98	
			66609	SHELL ENERGY SOLUTIONS	71180	2014215	M# 200154539 IT KWH 1822	244.07	
			66609	REPUBLIC SERVICES #847	8897	0847001...	IT 4/26 ACT# 3-0847-0004634 MAY 2024 TRASH SVC	39.08	
INFORMATION TECHNOLOGY	Total 275							456.51	0.00
JAIL OPERATIONS	180	GROCERIES	53955	PERFORMANCE FOOD GROUP INC	63650	2974830	JAIL 4/22 INMATE GROCERIES	1,839.79	
			53955	PERFORMANCE FOOD GROUP INC	63650	2976723	JAIL 4/25 INMATE GROCERIES	2,114.12	
			53955	PERFORMANCE FOOD GROUP INC	63650	2978184	JAIL 4/29 INMATE GROCERIES	3,100.88	
			53955	PERFORMANCE FOOD GROUP INC	63650	2980146	JAIL 5/2 INMATE GROCERIES	989.45	
JAIL OPERATIONS	Total 180							8,044.24	0.00
JUSTICE OF PEACE-PRECINCT #1	450	GENERAL OFFICE SUPPLIES	53020	QUILL LLC	6602	2297241	JPI 4/12 CREDIT ON RETURN FROM INV# 38112908	172.10	
			53020	QUILL LLC	6602	38112908	JPI 4/9 ENVELOPES, POST-ITS, FOLDERS	172.10	
JUSTICE OF PEACE-PRECINCT #1	Total 450							172.10	172.10
JUSTICE OF PEACE-PRECINCT #3	470	TELEPHONE SERVICES	66192	MCI COMM SERVICE	3181	5P82989...	JP3 4/19 LONG DISTANCE SVC	35.39	
		UTILITIES	66600	SHELL ENERGY SOLUTIONS	71180	2014215	M# 131978207 JP3 KWH 320	46.09	
			66600	CITY OF POINT COMFORT	860	8000/0524	JP3 5/1 ACT# 8000 WATER 3/18- 4/15	37.50	
			66600	SPARKLIGHT	9988	1036738...	JP3 5/1 ACT# 103673893 MAY 2024 INTERNET	84.69	

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JUSTICE OF PEACE-PRECINCT #3	Total 470							203.67	0.00
JUSTICE OF PEACE-PRECINCT #4	480	COPY MACHINE LEASE	61340	GREAT AMERICA FINANCIAL	2751	36345081	JP4 4/12 COPIER LEASE	65.03	
JUSTICE OF PEACE-PRECINCT #4	Total 480							65.03	0.00
JUSTICE OF PEACE-PRECINCT #5	490	COPY MACHINE LEASE	61340	DEWITT POTH & SON LLC	3379	7538060	JP5 4/24 COPIER COUNT 3/25- 4/24	12.38	
		POSTAGE	64790	GREGORY JANA	EM...	PO886	JP5 5/1 POSTAGE REIMB	16.43	
		TRAVEL IN COUNTY	66476	GREGORY JANA	EM...	PO886	JP5 5/1 APRIL 2024 IN-CNTY TRAVEL REIMB	208.37	
JUSTICE OF PEACE-PRECINCT #5	Total 490							237.18	0.00
LIBRARY	140	TELEPHONE SERVICES	66192	FRONTIER COMMUNICATIONS	2855	3617854...	LIBRARY 4/25 A# 361-785-4241-020867-5 PHONE 4/25- 5/24	136.30	
			66192	FRONTIER COMMUNICATIONS	2855	3619834...	POC LIBRARY 4/25 A# 361-983-4365-010589-5 PHONE 4/25- 5/24	104.94	
		UTILITIES-MAIN LIBRARY	66610	SHELL ENERGY SOLUTIONS	71180	2014215	M# 575212773 LIBRARY KWH 11340	1,485.10	
			66610	REPUBLIC SERVICES #847	8897	0847001...	LIBRARY 4/26 ACT# 3-0847-0004635 MAY 2024 TRASH SVC	39.08	
		UTILITIES-SEADRIFT LIBRARY	66622	SHELL ENERGY SOLUTIONS	71180	2014215	M# 58784200 LIBRARY KWH 5280	579.81	
			66622	CITY OF SEADRIFT	862	125370424	SEA LIBRARY 4/29 ACT# 1253 WATER	101.91	
		BOOKS & PRINT MATL-LIBRARY	70550	CENGAGE LEARNING, INC.	26020	84180414	LIBRARY 4/11 (4) BOOKS	128.76	
			70550	CENGAGE LEARNING, INC.	26020	84187395	LIBRARY 4/12 (2) BOOKS	51.73	
			70550	BAKER & TAYLOR	403	5018842...	LIBRARY 4/2 (11) BOOKS	165.78	
			70550	BAKER & TAYLOR	403	5018860...	LIBRARY 4/12 (1) BOOK	14.59	

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LIBRARY	Total 140								
			70550	BAKER & TAYLOR	403	5018860...	LIBRARY 4/12 (4) BOOKS	75.01	
			70550	BAKER & TAYLOR	403	5018860...	LIBRARY 4/12 (61) BOOKS	969.05	
								3,852.06	0.00
MISCELLANEOUS	280	TELEPHONE SERVICES	66192	FRONTIER COMMUNICATIONS	2855	3615536...	MUSEUM 4/22 ACT# 361-553-6868- 083005-5 PHONE 4/22- 5/21	59.47	
MISCELLANEOUS	Total 280								
MUSEUM	150	UTILITIES-MUSEUM	66612	SHELL ENERGY SOLUTIONS	71180	2014215	M# 200152117 MUSEUM KWH 2130	279.19	0.00
MUSEUM	Total 150								
NO DEPARTMENT	999	DUE FROM HOSPITAL ENTERPRISE FUND	10630	SHELL ENERGY SOLUTIONS	71180	2014215	M# 145489042 701 N VIRGINIA ST KWH 3954	505.57	
			10630	SHELL ENERGY SOLUTIONS	71180	2014215	M# 200154806 815 N VIRGINIA ST KWH 0	8.47	
			10630	SHELL ENERGY SOLUTIONS	71180	2014215	M# 558786677 1016 N VIRGINIA KWH 13200	1,342.05	
			10630	SHELL ENERGY SOLUTIONS	71180	2014215	M# 590613338 HOSPITAL ST KWH 361440	34,428.74	
			10630	SHELL ENERGY SOLUTIONS	71180	2014215	UNMETERED HOSPITAL ST ODL KWH 104	19.85	
		ACCRUED INSURANCE-LIFE/LONG TERM CARE	20568	COMBINED INSURANCE, A CHUBB	542	PO0402...	CALCO 5/6 MAY 2024 PREMIUMS	1,188.60	
		RENTAL DEPOSITS	20820	MALVAEZ ANA	RF3...	1903	BAUER 11/17 DEPOSIT REFUND	250.00	
			20820	BUSHONG LIAM	RF3...	1917	BAUER 3/27 DEPOSIT REFUND	250.00	
NO DEPARTMENT	Total 999							37,993.28	0.00
ROAD AND BRIDGE-PRECINCT #1	540	MACHINERY PARTS/SUPPLIES PIPE	53210	TRI-WHOLESALE COMPANY, INC.	7637	9301114...	RBI 4/24 O2 SENSOR, THROTTLE SENSOR- #245	124.88	
			53580	INLAND DREDDING COMPANY LLC	34020	CC001	RBI 4/25 12" PIPE	5,400.00	

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Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
		TOOLS	53580	MELSTAN, INC.	5021	090325	RB1 4/25 CULVERT PIPE	897.60	
			53595	GULF COAST HARDWARE LLC	63191	187816	RB1 4/25 SQR SHOVELS, (2) MEAS TAPES	139.94	
		JANITOR SUPPLIES	53640	GULF COAST PAPER CO INC	2619	2527277	RB1 4/23 (12) GLASS CLEANER	42.49	
		SUPPLIES-MISCELLANEOUS	53992	GULF COAST HARDWARE LLC	63191	187734	RB1 4/23 BOLTS	104.46	
			53992	GULF COAST HARDWARE LLC	63191	187816	RB1 4/25 SQR CAN, JUG HOSE	47.98	
		UNIFORMS	53995	CINTAS CORPORATION LOC. 083	958	4190641...	RB1 4/25 UNIFORMS	86.22	
		MISCELLANEOUS	63920	DEWITT POTH & SON LLC	3379	7532210	RB1 4/19 COPIER COUNT 3/14- 4/18	44.94	
		TELEPHONE SERVICES	66192	COASTLINE TRAILER MFG INC	8121	827986	RB1 4/22 FRAMES FOR TRASH CANS	2,080.00	
				AT&T MOBILITY	5209	3619203...	RB1 4/20 ACT# 28733689816 IPAD WIFI 4/21- 5/20	71.52	
		UTILITIES	66600	SHELL ENERGY SOLUTIONS	71180	2014215	M# 160386626 PCT1 KWH 1918	249.69	
		UTILITIES-PARKS	66614	SHELL ENERGY SOLUTIONS	71180	2014215	M# 139353201 2400 W AUSTIN ST KWH 1026	128.56	
			66614	SHELL ENERGY SOLUTIONS	71180	2014215	M# 157945365 CHOC BAY RR KWH 859	111.43	
		BUILDING	70650	CON METAL CONCRETE LLC	4859	635124	RB1 4/22 CONCRETE FOR NEW BLDG @ LAYDOWN YARD	12,085.50	
			70650	WILSON WADE M	8767	WILCOR...	RB1 4/23 CONCRETE SLAB @ LAYDOWN YARD	30,820.00	
ROAD AND BRIDGE-PRECINCT #1	Total 540							52,435.21	0.00
ROAD AND BRIDGE-PRECINCT #2	550	ROAD & BRIDGE SUPPLIES	53510	MIDTEX MATERIALS LLC	3671	31230	RB2 4/22 97.55T FLYASH	16,896.26	
		PIPE	53580	SOUTH TEXAS CORRUGATED PIPE	7624	1476	RB2 4/3 METAL PIPE, COUPLER W/ BOLTS	3,138.40	
		JANITOR SUPPLIES	53640	CINTAS CORPORATION LOC. 083	958	4190329...	RB2 4/23 SCRAPER MAT	3.98	

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		SUPPLIES-MISCELLANEOUS	53992	GULF COAST HARDWARE LLC	63192	187708	RB2 4/22 GALV NIPPLE	1.99	
		UNIFORMS	53995	CINTAS CORPORATION LOC. 083	958	4190329...	RB2 4/23 UNIFORMS	64.86	
		MACHINERY/EQUIPMENT REPAIRS	63530	KACIR VINCENT I	167	5751	RB2 4/25 REPLACE REGULATOR & SUB WIRE HARNESS- MOSQUITO RIG	273.98	
		MISCELLANEOUS	63920	TARGET SPECIALTY PRODUCTS	99900	INVP50...	RB2 4/26 (2) FOGGERMAP TRKR SFTWR RENEWAL	2,400.00	
			63920	TARGET SPECIALTY PRODUCTS	99900	INVP50...	RB2 4/26 (2) REMOTES, (2) REMOTE CABLES	2,396.00	
		OUTSIDE MAINTENANCE	64370	FIRESTONE OF PORT LAVACA LLC	5584	0085594	RB2 4/23 OIL CHANGE	76.53	
		TRAVEL IN COUNTY	66476	JUREK LESA	1088	POS505...	RB2 5/1 APRIL 2024 IN-CNTY TRAVEL REIMB	75.04	
		UTILITIES	66600	SHELL ENERGY SOLUTIONS	71180	2014215	UNMETERED PCT2 SEC LT KWH 57	15.93	
		CAPITAL OUTLAY-PRECINCT #2	70850	GULF COAST TITLE COMPANY	2758	2502026...	RB2 4/12 PURCHASE LAND FROM THOMAS TONEY	1,522.77	
								26,865.74	0.00
ROAD AND BRIDGE-PRECINCT #2	Total 550								
ROAD AND BRIDGE-PRECINCT #3	560	MACHINERY PARTS/SUPPLIES	53210	O REILLY AUTO PARTS	5803	0575364...	RB3 4/26 BATTERY SWITCH- U36	16.40	
			53210	O REILLY AUTO PARTS	5803	0575364...	RB3 4/26 BATTERY CABLE-U36	9.49	
			53210	GULF COAST HARDWARE LLC	63193	187723	RB3 4/23 DIESEL FLUID, PADLOCK, VALVES	162.89	
		ROAD & BRIDGE SUPPLIES	53510	KC LEASE SERVICE INC	2893	79079	RB3 4/18 516.61T I-3/4 GRADE 2 LIMESTONE	18,882.10	
			53510	KC LEASE SERVICE INC	2893	79097	RB3 4/22 77.47T GRADE 2 I-3/4 LIMESTONE	2,831.53	
		GASOLINE/OIL/DIESEL/GRE...	53540	NEW DISTRIBUTING CO INC	3638	6755024...	RB3 5/1 660G DIESEL, 400G UNLEADED	3,184.45	
		TOOLS	53595	GULF COAST HARDWARE LLC	63193	187809	RB3 4/25 SOCKET BIT	19.18	
		JANITOR SUPPLIES	53640	CINTAS CORPORATION LOC. 083	958	4190490...	RB3 4/24 FRESHENER	6.00	

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		SUPPLIES-MISCELLANEOUS	53992	GULF COAST HARDWARE LLC	63193	187687	RB3 4/22 ULTRA OIL, WEDEATER STRING	94.91	
			53992	GULF COAST HARDWARE LLC	63193	187693	RB3 4/22 PROPANE CYLINDER, LIGHTER	56.40	
			53992	GULF COAST HARDWARE LLC	63193	187738	RB3 4/23 DEFLECTOR, CLIPS	37.97	
			53992	GULF COAST HARDWARE LLC	63193	187809	RB3 4/25 WIRE	14.99	
			53992	GULF COAST HARDWARE LLC	63193	187827	RB3 4/25 NUTS, LOCK WASHERS	70.47	
			53992	TRI-WHOLESALE COMPANY, INC.	7637	9301114...	RB3 4/25 REFLECTIVE TAPE	114.74	
		UNIFORMS	53995	CINTAS CORPORATION LOC. 083	958	4190490...	RB3 4/24 UNIFORMS	85.40	
		EQUIPMENT RENTAL	62510	GREAT AMERICA FINANCIAL	2751	36429341	RB3 4/25 COPIER LEASE	69.00	
			62510	LEGACY DISPOSAL & SANITATION	2988	173264	RB3 4/19 PORTABLE TOILET RENTAL 4/19- 5/16	125.00	
		MACHINERY/EQUIPMENT REPAIRS	63530	SKIPS RESTAURANT EQUIPMENT	7282	RINV1049	RB3 4/26 ICE MACHINE REPAIRS	870.00	
		TELEPHONE SERVICES	66192	LA WARD TELEPHONE EXC., INC.	4601	92061	RB3 5/1 ACT# 100994 MAY 2024 PHONE & INTERNET SVC	152.69	
			66192	LA WARD TELEPHONE EXC., INC.	4601	92074	RB3 5/1 ACT# 101016 MAY 2024 PHONE & INTERNET SVC	179.88	
			66192	LA WARD TELEPHONE EXC., INC.	4601	92075	RB3 5/1 ACT# 101017 MAY 2024 PHONE	57.43	
		UTILITIES	66600	JACKSON ELECTRIC COOP, INC.	3802	3098001...	RB3 4/18 ACT# 3098001 ELEC 3/18- 4/18	140.66	
			66600	JACKSON ELECTRIC COOP, INC.	3802	3098002...	RB3 4/18 ACT# 3098002 ELEC 3/18- 4/18	195.00	
			66600	JACKSON ELECTRIC COOP, INC.	3802	3098005...	RB3 4/18 ACT# 3098005 ELEC 3/18- 4/18	91.16	
		UTILITIES-PARKS	66614	JACKSON ELECTRIC COOP, INC.	3802	3098003...	RB3 4/18 ACT# 3098003 ELEC 3/18- 4/18	38.75	
			66614	JACKSON ELECTRIC COOP, INC.	3802	3098004...	RB3 4/18 ACT# 3098004 ELEC 3/18- 4/18	25.00	

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			66614	AT&T MOBILITY	5209	3619209...	RB3 4/19 ACT# 287336340847 CAMERA WIFI 3/20- 4/19	66.00	
		CAPITAL OUTLAY	70750	GULF COAST HARDWARE LLC	63193	187723	RB3 4/23 ELEC WIRE, TERMINALS- OIL TANK HEATERS	586.17	
ROAD AND BRIDGE-PRECINCT #3	Total 560							28,183.66	0.00
ROAD AND BRIDGE-PRECINCT #4	570	MACHINERY PARTS/SUPPLIES	53210	TRI-WHOLESALE COMPANY, INC.	7637	9301114...	RB4 4/16 REFUND ON CORE RETURN		22.00
			53210	TRI-WHOLESALE COMPANY, INC.	7637	9301114...	RB4 4/24 FUEL TRANSFER HOSE	58.87	
			53210	VICTORIA FARM EQUIPMENT CO INC	8207	66261	RB4 4/22 PARTS FOR TRACTOR	356.08	
		SUPPLIES-MISCELLANEOUS	53992	CINTAS CORPORATION LOC. 083	958	4190902...	RB4 4/29 MISC SUPP	9.00	
		EQUIPMENT RENTAL	62510	XEROX CORPORATION	9001	0212233...	RB4 5/1 COPIER LEASE 3/21- 4/30	183.19	
		MISCELLANEOUS	63920	TEXAS DEPT. OF AGRICULTURE	7641	02052469	RB4 4/6 LICENSE RENEWAL	75.00	
		TELEPHONE SERVICES	66192	AT&T MOBILITY	5209	3619209...	RB4 4/19 ACT# 287336341558 CAMERA WIFI 3/20- 4/19	308.25	
		UNIFORMS	66590	CINTAS CORPORATION LOC. 083	958	4190902...	RB4 4/29 UNIFORMS	79.74	
		UTILITIES	66600	SHELL ENERGY SOLUTIONS	71180	2014215	M# 130873968 PCT4 WHSE KWH 815	104.34	
			66600	SHELL ENERGY SOLUTIONS	71180	2014215	M# 134555776 PCT4 GREENLAKE KWH 0	7.30	
			66600	SHELL ENERGY SOLUTIONS	71180	2014215	M# 150167413 PCT4 KWH 1964	235.23	
			66600	SHELL ENERGY SOLUTIONS	71180	2014215	M# 154674489 RB4 HARBOR RD KWH 2453	287.46	
			66600	SHELL ENERGY SOLUTIONS	71180	2014215	UNMETERED 105 W DALLAS AVE KWH 155	25.73	
			66600	SHELL ENERGY SOLUTIONS	71180	2014215	UNMETERED PCT4 #1 KWH 104	19.52	

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			66600	SHELL ENERGY SOLUTIONS	71180	2014215	UNMETERED PCT4 KWH 104	23.05	
			66600	SHELL ENERGY SOLUTIONS	71180	2014215	UNMETERED PCT4 SEC LT KWH 39	11.55	
			66600	CITY OF SEADRIFT	862	1166/0424	RB4 4/29 ACT# 1166 WATER	32.60	
			66600	CITY OF SEADRIFT	862	125/0424	RB4 4/29 ACT# 125 WATER	55.85	
		UTILITIES-PARKS	66614	SHELL ENERGY SOLUTIONS	71180	2014215	M# 143749742 PCT4 GREENLAKE KWH 1	8.58	
ROAD AND BRIDGE-PRECINCT #4	Total 570							1,881.34	22.00
SHERIFF	760	PHOTO COPIES/SUPPLIES	53030	DEWITT POTH & SON LLC	3379	7512630	SO 4/1 COPIER COUNT 3/1-4/1	124.08	
		TIRES AND TUBES	53520	FIRESTONE OF PORT LAVACA LLC	5584	0085634	SO 4/26 MNT/BAL (3) TRES-OSGI	75.00	
		AUTOMOTIVE REPAIRS	60360	KNEUPPER CARROLL	3678	43328	SO 4/25 OIL CHNG- OSGI	128.22	
			60360	KNEUPPER CARROLL	3678	43352	SO 4/26 OIL CHNG- U41	128.22	
			60360	AUTO ZONE	6	3512681...	SO 4/24 BATTERY- U39	130.99	
			60360	CARY'S TIRE & AUTOMOTIVE LLC	89820	30259	SO 4/22 BLOWER MOTOR REPL- US	687.00	
			60360	CARY'S TIRE & AUTOMOTIVE LLC	89820	30282	SO 4/25 HEADLAMP, AC FREON, FILTER- U40	430.68	
SHERIFF	Total 760							1,704.19	0.00

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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 SERVICES	64320	VICTORIA FIRE & SAFETY	8204	144921	AIRPORT 4/18 INSPECT (10) FIRE EXTINGUISHERS	136.50	
		UTILITIES	66600	SHELL ENERGY SOLUTIONS	71180	2014215	M# 119414778 AIRPORT RUNWAY LTS KWH 2805	332.02	
			66600	SHELL ENERGY SOLUTIONS	71180	2014215	M# 162885605 AIRPORT KWH 117	21.94	
			66600	SHELL ENERGY SOLUTIONS	71180	2014215	M# 200574860 AIRPORT KWH 8	9.16	
			66600	REPUBLIC SERVICES #847	8897	0847001...	AIRPORT 4/26 ACT# 3-0847-0006197 MAY 2024 TRASH SVC	68.20	
NO DEPARTMENT	Total 999							567.82	0.00

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2716 - GRANTS FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	PROGRAMS: SUMMER/AUTHOR VISITS	64970	FUN EXPRESS LLC	25151	7308651...	LIBRARY 4/25 SUPPLIES FOR CHILDREN'S PROGRAM	300.43	
			64970	JANWAY COMPANY	3844	145116	LIBRARY 4/19 ART SUPPLIES FOR CHILDREN'S PROGRAM	353.28	
		TELEPHONE SERVICES	66192	VERIZON WIRELESS	7896	9962382...	OSG 4/23 ACT# 342228328-00001 PHONE 3/24- 4/23	37.99	
NO DEPARTMENT	Total 999							691.70	0.00

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 5102 - C.PRJ-AMERICAN RESCUE PLAN ACT OF 2021

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	GAIN/LOSS ON SALE OF ASSETS	90005	MOTOROLA SOLUTIONS INC	5171	1187085...	ARPA 10/5 RADIO EQUIPMENT (10) MOBIL, (10) SOFTWARE	55,587.20	
NO DEPARTMENT	Total 999							55,587.20	0.00

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 5149 - CPRJ-OLIVIA HATERIUS PARK IMPROVEMENTS

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	SUPPLIES	53974	INGRAM READYMIX INC.	3401	1169141	CMP 4/11 OHP IMPROVEMENTS- CONCRETE PAD- RR, SIDEWALK	1,435.00	
			53974	MELSTAN, INC.	5021	090240	CMP 4/9 OHP IMPROVEMENT-(6) CATTLE PANEL WIRE- CONCRETE PAD	179.70	
			53974	COASTAL NAIL & TOOL LLC	9070	2404153...	CMP 4/9 OHP IMPROVEMENTS- MATERIALS FOR CONCRETE FRAME	247.61	
NO DEPARTMENT	Total 999							1,862.31	0.00

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 Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 05.08.24
 7750 - MISCELLANEOUS CLEARING FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	DUE TO OTHER GOVERNMENTS	20749	CALHOUN CO. NAVIGATION DIST.	1106	PO2024...	TAX A/C 5/3 APRIL 2024 TAX COLLECS	5.15	
			20749	CALHOUN CO. NAVIGATION DIST.	1106	PO2024...	TAX A/C 5/3 APRIL 2024 TAX COLLECS	28.47	
			20749	CALHOUN CO. WATER CONTROL	895	PO2024...	TAX A/C 5/3 APRIL 2024 TAX COLLECS	7.84	
			20749	CALHOUN CO. WATER CONTROL	895	PO2024...	TAX A/C 5/3 APRIL 2024 TAX COLLECS	255.03	
NO DEPARTMENT	Total 999							296.49	0.00

CALHOUN COUNTY, TEXAS

Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 05.08.24
 9200 - JUVENILE PROBATION FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	ACCRUED INSURANCE-LIFE/LONG TERM CARE	20568	COMBINED INSURANCE, A CHUBB	542	PO0402...	CALCO 5/6 MAY 2024 PREMIUMS	45.74	
		PHOTO COPIES/SUPPLIES	53030	GREAT AMERICA FINANCIAL	2751	36352717	JUV PROB 4/15 COPIER LEASE	208.00	
		MEDICAL/DENTAL FEES	53030	DEWITT POTH & SON LLC	3379	7519640	JUV PROB 4/5 COPIER COUNT 3/4- 4/4	79.48	
		RESIDENT SERV & DETENT-PRE&POST ADJUDICA	63776	NUECES COUNTY	5473	3492147...	JUV PROB 4/15 MARCH 2024 MEDICAL (1) JUV	30.91	
		TRAINING	65543	NUECES COUNTY	5473	3492140...	JUV PROB 4/16 MARCH 2024 PLACEMENT (1) JUV	6,200.00	
			66308	HANDLE WITH CARE BEHAVIOR	3094	2024673	JUV PROB 3/24 OFFSITE EXT- 02/16- 08/16/2024	270.00	
NO DEPARTMENT	Total 999							6,834.13	0.00
Report Total								301,435.25	194.10

MEMORIAL MEDICAL CENTER

COMMISSIONERS COURT APPROVAL LIST FOR --May 8, 2024

TOTALS TO BE APPROVED - TRANSFERRED FROM ATTACHED PAGES

TOTAL PAYABLES, PAYROLL AND ELECTRONIC BANK PAYMENTS	\$ 760,389.39
TOTAL TRANSFERS BETWEEN FUNDS	\$ 235,373.07
TOTAL NURSING HOME UPL EXPENSES	\$ 861,980.43
TOTAL INTER-GOVERNMENT TRANSFERS	\$ -
GRAND TOTAL DISBURSEMENTS APPROVED May 8, 2024	\$ 1,857,742.89

MEMORIAL MEDICAL CENTER

COMMISSIONERS COURT APPROVAL LIST FOR ---May 8, 2024

PAYABLES AND PAYROLL

5/2/2024 Weekly Payables	208,360.28
5/6/2024 McKesson-340B Prescription Expense	4,254.13
5/6/2024 Amerisource Bergen-340B Prescription Expense	389.21
5/6/2024 Payroll Liabilities -Payroll Taxes	120,892.82
5/6/2024 Payroll	371,891.54
5/6/2024 Health Equity-Wage works employee FSA	18,860.96

Prosperity Electronic Bank Payments

5/6/2024 90 Degree Benefits - employee insurance claims	32,677.83
5/2/2024 Authnet Gateway Billing-3rd Party Payor Fee	35.30
5/3/2024 Credit Card Fees	703.15
4/29-5/3/2024 Pay Plus-Patient Claims Processing Fee	1,051.34
5/6/2024 Health Equity-HSA Contributions	1,272.83

TOTAL PAYABLES, PAYROLL AND ELECTRONIC BANK PAYMENTS \$ **760,389.39**

TRANSFER BETWEEN FUNDS FROM MMC TO NURSING HOMES

5/2/2024 MMC Operating to Fort bend-correction of nursing home insurance payment deposited into MMC Operating	7,086.40
5/2/2024 MMC Operating to Broadmoor-correction of nursing home insurance payment deposited into MMC Operating	2,244.00
5/2/2024 MMC Operating to The Crescent-correction of nursing home insurance payment deposited into MMC Operating in error	18,564.00
5/2/2024 MMC Operating to Golden Creek Healthcare-correction of nursing home insurance payment deposited into MMC Operating in error	98,894.87
5/2/2024 MMC Operating to Gulf Pointe Plaza - correction of nursing home insurance payment deposited into MMC Operating	215.26
5/2/2024 MMC Operating to Tuscany Village-correction of nursing home insurance payment deposited into MMC operating in error	61,199.43
5/2/2024 MMC Operating to Bethany-correction of nursing home insurance payment deposited into MMC Operating in error	47,169.11

TOTAL TRANSFERS BETWEEN FUNDS \$ **235,373.07**

NURSING HOME UPL EXPENSES

5/6/2024 Nursing Home UPL-Cantex Transfer	278,325.10
5/6/2024 Nursing Home UPL-Nexion Transfer	163,310.75
5/6/2024 Nursing Home UPL-Tuscany Transfer	51,936.83
5/6/2024 Nursing Home UPL-HSL Transfer	359,928.67

TRANSFER OF FUNDS BETWEEN NURSING HOMES

5/6/2024 Crescent to Tuscany Village - Tuscany Village Claim payment deposited into Crescent in error	8,479.08
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TOTAL NURSING HOME UPL EXPENSES \$ **861,980.43**

TOTAL INTER-GOVERNMENT TRANSFERS \$ **-**

GRAND TOTAL DISBURSEMENTS APPROVED May 8, 2024 \$ **1,857,742.89**

RECEIVED BY THE COUNTY AUDITOR ON

MAY 02 2024

MEMORIAL MEDICAL CENTER

AP Open Invoice List

Due Dates Through: 05/24/2024

0 ap_open_invoice.template

05/02/2024 12:31

Vendor# Vendor Name SALHOUN COUNTY, TEXAS

Class Pay Code

A1680 AIRGAS USA, LLC - CENTRAL DIV

M

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
9149029392		05/01/202	04/12/202	05/07/202			87.00	0.00	0.00	87.00

SUPPLIES

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
A1680	AIRGAS USA, LLC - CENTRAL DIV	87.00	0.00	0.00	87.00

Vendor# Vendor Name

Class Pay Code

15436

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
276041		04/29/202	04/26/202	05/20/202			94.78	0.00	0.00	94.78

PT REFUND

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
15436		94.78	0.00	0.00	94.78

Vendor# Vendor Name

Class Pay Code

14416

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
00137564		04/29/202	03/28/202	04/27/202			541.00	0.00	0.00	541.00

TRAVEL /SERVICE

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
14416	ALLOMETRICS, INC.	541.00	0.00	0.00	541.00

Vendor# Vendor Name

Class Pay Code

14028

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
1KX1-7R7Y-CTPM		04/17/202	04/11/202	04/10/202			21.76	0.00	0.00	21.76

SUPPLIES

1M66-VY6R-PGLK		04/29/202	04/17/202	05/17/202			19.58	0.00	0.00	19.58
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SUPPLIES

1XDK-GH4N-36RD		04/29/202	04/22/202	05/22/202			377.26	0.00	0.00	377.26
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SUPPLIES

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
14028	AMAZON CAPITAL SERVICES	418.60	0.00	0.00	418.60

Vendor# Vendor Name

Class Pay Code

10419

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
224087000		04/29/202	04/22/202	05/20/202			87.00	0.00	0.00	87.00

SUPPLIES

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
10419	AMBU INC	87.00	0.00	0.00	87.00

Vendor# Vendor Name

Class Pay Code

B1150

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
82259815		04/29/202	04/18/202	05/13/202			42.75	0.00	0.00	42.75

SUPPLIES

82255752		04/29/202	04/18/202	05/13/202			266.63	0.00	0.00	266.63
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SUPPLIES

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
B1150	BAXTER HEALTHCARE	309.38	0.00	0.00	309.38

Vendor# Vendor Name

Class Pay Code

M2485

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
6011098887		04/29/202	04/11/202	05/11/202			1,104.08	0.00	0.00	1,104.08

SUPPLIES

Vendor Totals:		Number	Name	Gross	Discount	No-Pay	Net
		M2485	BAYER HEALTHCARE	1,104.08	0.00	0.00	1,104.08

Vendor#	Vendor Name	Class	Pay Code	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
B1220	BECKMAN COULTER INC	M		111269624		04/29/202	04/18/202	05/13/202			1,229.49	0.00	0.00	1,229.49

SUPPLIES

Vendor Totals:		Number	Name	Gross	Discount	No-Pay	Net
		B1220	BECKMAN COULTER INC	1,229.49	0.00	0.00	1,229.49

Vendor#	Vendor Name	Class	Pay Code	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
B1320	BEEKLEY CORPORATION	M		MIN0088710		04/24/202	03/27/202	05/20/202			199.00	0.00	0.00	199.00

SUPPLIES

Vendor Totals:		Number	Name	Gross	Discount	No-Pay	Net
		B1320	BEEKLEY CORPORATION	199.00	0.00	0.00	199.00

Vendor#	Vendor Name	Class	Pay Code	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
11072	BIO-RAD LABORATORIES, INC			907214847		04/29/202	04/18/202	05/01/202			1,026.00	0.00	0.00	1,026.00

SUPPLIES

Vendor#	Vendor Name	Class	Pay Code	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
				907214846		04/29/202	04/18/202	05/01/202			368.89	0.00	0.00	368.89

SUPPLIES

Vendor Totals:		Number	Name	Gross	Discount	No-Pay	Net
		11072	BIO-RAD LABORATORIES, INC	1,394.89	0.00	0.00	1,394.89

Vendor#	Vendor Name	Class	Pay Code	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
C1048	CALHOUN COUNTY	W		042424		04/29/202	04/24/202	05/08/202			131.33	0.00	0.00	131.33

FUEL

Vendor Totals:		Number	Name	Gross	Discount	No-Pay	Net
		C1048	CALHOUN COUNTY	131.33	0.00	0.00	131.33

Vendor#	Vendor Name	Class	Pay Code	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
14120	CALHOUN COUNTY EMS			2024-03		03/31/202	03/31/202	05/20/202			5,720.00	0.00	0.00	5,720.00

MAR 24 TRANSFERS

Vendor Totals:		Number	Name	Gross	Discount	No-Pay	Net
		14120	CALHOUN COUNTY EMS	5,720.00	0.00	0.00	5,720.00

Vendor#	Vendor Name	Class	Pay Code	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
14064	CAPITAL ONE			1655147677		04/29/202	04/19/202	05/14/202			305.12	0.00	0.00	305.12

SUPPLIES

Vendor Totals:		Number	Name	Gross	Discount	No-Pay	Net
		14064	CAPITAL ONE	305.12	0.00	0.00	305.12

Vendor#	Vendor Name	Class	Pay Code	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
14236	CARRIER CORPORATION			90360819		04/29/202	04/24/202	05/24/202			12,830.00	0.00	0.00	12,830.00

CHILLER RENTAL 1/1-1/28/24

Vendor#	Vendor Name	Class	Pay Code	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
				90360820		04/29/202	04/24/202	05/24/202			12,830.00	0.00	0.00	12,830.00

CHILLER RENTAL 1/29-2/25/24

Vendor Totals:		Number	Name	Gross	Discount	No-Pay	Net
		14236	CARRIER CORPORATION	25,660.00	0.00	0.00	25,660.00

Vendor#	Vendor Name	Class	Pay Code							
C1992	CDW GOVERNMENT, INC.	M								
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
QR65605		04/29/202	04/12/202	05/12/202			274.99	0.00	0.00	274.99
	SUPPLIES									
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
C1992	CDW GOVERNMENT, INC.						274.99	0.00	0.00	274.99
C1390	CENTRAL DRUG	W								
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
042224		04/24/202	04/22/202	05/20/202			38.80	0.00	0.00	38.80
	INVENTORY									
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
C1390	CENTRAL DRUG						38.80	0.00	0.00	38.80
13000	CLEARFLY									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
INV604144		05/02/202	05/01/202	05/15/202			1,203.95	0.00	0.00	1,203.95
	PHONE									
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
13000	CLEARFLY						1,203.95	0.00	0.00	1,203.95
10006	CUSTOM MEDICAL SPECIALTIES									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
INV5001		04/29/202	04/19/202	05/19/202			384.84	0.00	0.00	384.84
	SUPPLIES									
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
10006	CUSTOM MEDICAL SPECIALTIES						384.84	0.00	0.00	384.84
10368	DEWITT POTH & SON									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
752657-0		04/24/202	04/16/202	05/11/202			532.40	0.00	0.00	532.40
	SUPPLIES									
753390-0		04/29/202	04/22/202	05/17/202			120.59	0.00	0.00	120.59
	SUPPLIES									
753472-0		04/29/202	04/23/202	05/18/202			297.46	0.00	0.00	297.46
	SUPPLIES									
753390-1		04/29/202	04/23/202	05/18/202			61.36	0.00	0.00	61.36
	SUPPLIES									
754042-0		04/29/202	04/26/202	05/21/202			20.50	0.00	0.00	20.50
	SUPPLIES									
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
10368	DEWITT POTH & SON						1,032.31	0.00	0.00	1,032.31
11284	EMERGENCY STAFFING SOLUTIONS									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
43160		04/29/202	04/30/202	05/10/202			40,062.50	0.00	0.00	40,062.50
	PHYSICIAN SERVICES									
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
11284	EMERGENCY STAFFING SOLUTIONS						40,062.50	0.00	0.00	40,062.50
15432	ETS ENVIRONMENTAL TESTING SERV									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
22404278		04/29/202	04/16/202	05/16/202			2,240.00	0.00	0.00	2,240.00
	ALARM REPAIR									
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net

Vendor#	Vendor Name	Class	Pay Code						
15432	ETS ENVIRONMENTAL TESTING SERV			2,240.00	0.00	0.00	2,240.00		
F1300	FIRESTONE OF PORT LAVACA	W							
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net
0085422		04/29/202	04/22/202	05/01/202		427.29	0.00	0.00	427.29
	AR BRAKE								
Vendor Totals: Number Name				Gross	Discount	No-Pay	Net		
F1300	FIRESTONE OF PORT LAVACA			427.29	0.00	0.00	427.29		
F1400	FISHER HEALTHCARE	M							
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net
1491643		04/29/202	04/12/202	05/07/202		60.23	0.00	0.00	60.23
	SUPPLIES								
1525042		04/29/202	04/15/202	05/10/202		4,525.16	0.00	0.00	4,525.16
	SUPPLIES								
1600102		04/29/202	04/17/202	05/12/202		363.83	0.00	0.00	363.83
	SUPPLIES								
1637629		04/29/202	04/18/202	05/13/202		1,091.08	0.00	0.00	1,091.08
	SUPPLIES								
Vendor Totals: Number Name				Gross	Discount	No-Pay	Net		
F1400	FISHER HEALTHCARE			6,040.30	0.00	0.00	6,040.30		
11183	FRONTIER								
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net
041924		04/29/202	04/23/202	05/13/202		56.40	0.00	0.00	56.40
	PHONE								
042324		04/29/202	04/23/202	05/17/202		25.58	0.00	0.00	25.58
	PHONE								
Vendor Totals: Number Name				Gross	Discount	No-Pay	Net		
11183	FRONTIER			81.98	0.00	0.00	81.98		
G1210	GULF COAST PAPER COMPANY	M							
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net
2527286		04/29/202	04/23/202	05/23/202		1,049.45	0.00	0.00	1,049.45
	SUPPLIES								
Vendor Totals: Number Name				Gross	Discount	No-Pay	Net		
G1210	GULF COAST PAPER COMPANY			1,049.45	0.00	0.00	1,049.45		
15208	HOSPITAL CARE CONSULTANTS INC.								
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net
6503		04/29/202	04/30/202	05/10/202		23,663.00	0.00	0.00	23,663.00
	HOSPITALIST SERV								
Vendor Totals: Number Name				Gross	Discount	No-Pay	Net		
15208	HOSPITAL CARE CONSULTANTS INC.			23,663.00	0.00	0.00	23,663.00		
11285	ITA RESOURCES INC								
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net
MMC52024		04/29/202	05/01/202	05/21/202		28,660.38	0.00	0.00	28,660.38
	PROF FEES								
Vendor Totals: Number Name				Gross	Discount	No-Pay	Net		
11285	ITA RESOURCES INC			28,660.38	0.00	0.00	28,660.38		
M2178	MCKESSON MEDICAL SURGICAL INC								
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net
19049175A		04/29/202	02/08/202	02/23/202		26.07	0.00	0.00	26.07
	SUPPLIES								

Vendor Totals:		Number	Name	Gross	Discount	No-Pay	Net			
		M217B	MCKESSON MEDICAL SURGICAL INC	26.07	0.00	0.00	26.07			
Vendor#	Vendor Name	Class	Pay Code							
M2470	MEDLINE INDUSTRIES INC	M								
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 2315498628		04/24/202	04/17/202	05/12/202			4,217.96	0.00	0.00	4,217.96 ✓
	SUPPLIES									
✓ 2316364962		04/29/202	04/24/202	05/19/202			24.55	0.00	0.00	24.55 ✓
	SUPPLIES									
✓ 2316364965		04/29/202	04/24/202	05/19/202			224.10	0.00	0.00	224.10 ✓
	SUPPLIES									
✓ 2316364969		04/29/202	04/24/202	05/19/202			126.80	0.00	0.00	126.80 ✓
	SUPPLIES									
✓ 2316364981		04/29/202	04/24/202	05/19/202			4,485.82	0.00	0.00	4,485.82 ✓
	SUPPLIES									
✓ 2316364968		04/29/202	04/24/202	05/19/202			59.66	0.00	0.00	59.66 ✓
	SUPPLIES									
✓ 2316364967		04/29/202	04/24/202	05/19/202			51.91	0.00	0.00	51.91 ✓
	SUPPLIES									
✓ 2316364979		04/29/202	04/24/202	05/19/202			3,423.14	0.00	0.00	3,423.14 ✓
	SUPPLIES									
✓ 2316364966		04/29/202	04/24/202	05/19/202			20.68	0.00	0.00	20.68 ✓
	SUPPLIES									
✓ 2316364963		04/29/202	04/24/202	05/19/202			799.65	0.00	0.00	799.65 ✓
	SUPPLIES									
Vendor Totals:		Number	Name	Gross	Discount	No-Pay	Net			
		M2470	MEDLINE INDUSTRIES INC	13,434.27	0.00	0.00	13,434.27			
Vendor#	Vendor Name	Class	Pay Code							
10182	MERCEDES SCIENTIFIC									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 2829428		04/29/202	04/22/202	05/22/202			35.88	0.00	0.00	35.88 ✓
	SUPPLIES									
Vendor Totals:		Number	Name	Gross	Discount	No-Pay	Net			
		10182	MERCEDES SCIENTIFIC	35.88	0.00	0.00	35.88			
Vendor#	Vendor Name	Class	Pay Code							
10791	MINDRAY DS USA, INC.									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 0601077813		04/29/202	04/18/202	05/08/202			277.20	0.00	0.00	277.20 ✓
	SUPPLIES									
Vendor Totals:		Number	Name	Gross	Discount	No-Pay	Net			
		10791	MINDRAY DS USA, INC.	277.20	0.00	0.00	277.20			
Vendor#	Vendor Name	Class	Pay Code							
10536	MORRIS & DICKSON CO, LLC									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 1910549		04/29/202	04/23/202	05/03/202			111.43	0.00	0.00	111.43 ✓
	INVENTORY									
✓ 1910550		04/29/202	04/23/202	05/03/202			88.16	0.00	0.00	88.16 ✓
	INVENTORY									
✓ 8893A		04/29/202	04/23/202	05/03/202			-228.85	0.00	0.00	-228.85 ✓
	CREDIT									
✓ 1907128		04/29/202	04/23/202	05/03/202			2,319.36	0.00	0.00	2,319.36 ✓
	INVENTORY									
✓ 1907732		04/29/202	04/23/202	05/03/202			436.62	0.00	0.00	436.62 ✓
	INVENTORY									
✓ 1912967		04/29/202	04/24/202	05/04/202			367.74	0.00	0.00	367.74 ✓
	INVENTORY									

✓ 1912437	INVENTORY	04/29/202 04/24/202 05/04/202	3,611.54	0.00	0.00	3,611.54	✓
✓ 1915440	INVENTORY	04/29/202 04/24/202 05/04/202	48.37	0.00	0.00	48.37	✓
✓ 1912427	INVENTORY	04/29/202 04/24/202 05/04/202	902.89	0.00	0.00	902.89	✓
✓ 1912442	INVENTORY	04/29/202 04/24/202 05/04/202	5,417.31	0.00	0.00	5,417.31	✓
✓ 1912436	INVENTORY	04/29/202 04/24/202 05/04/202	10,732.01	0.00	0.00	10,732.01	✓
✓ CM20817	CREDIT	04/29/202 04/24/202 05/04/202	-30.71	0.00	0.00	-30.71	✓
✓ 1918073	INVENTORY	04/29/202 04/25/202 05/05/202	117.88	0.00	0.00	117.88	✓
✓ CM21153	CREDIT	04/29/202 04/25/202 05/05/202	-5,175.12	0.00	0.00	-5,175.12	✓
✓ 1920857	INVENTORY	04/29/202 04/25/202 05/05/202	374.66	0.00	0.00	374.66	✓
✓ 1917548	INVENTORY	04/29/202 04/25/202 05/05/202	3,830.44	0.00	0.00	3,830.44	✓
✓ 1920858	INVENTORY	04/29/202 04/25/202 05/05/202	149.60	0.00	0.00	149.60	✓
✓ 1920859	INVENTORY	04/29/202 04/25/202 05/05/202	144.68	0.00	0.00	144.68	✓
✓ 1927536	INVENTORY	04/29/202 04/28/202 05/08/202	533.11	0.00	0.00	533.11	✓
✓ 1927535	INVENTORY	04/29/202 04/28/202 05/08/202	959.34	0.00	0.00	959.34	✓
✓ 1931070	INVENTORY	04/29/202 04/29/202 05/09/202	3,989.03	0.00	0.00	3,989.03	✓
✓ 1930922	INVENTORY	04/29/202 04/29/202 05/09/202	146.06	0.00	0.00	146.06	✓
✓ 1930919	INVENTORY	04/29/202 04/29/202 05/09/202	9.59	0.00	0.00	9.59	✓
✓ 1930921	INVENTORY	04/29/202 04/29/202 05/09/202	179.01	0.00	0.00	179.01	✓
✓ 1931071	INVENTORY	04/29/202 04/29/202 05/09/202	492.97	0.00	0.00	492.97	✓
✓ 1929125	INVENTORY	04/29/202 04/29/202 05/09/202	117.88	0.00	0.00	117.88	✓

Vendor Totals: Number Name Gross Discount No-Pay Net
 10536 MORRIS & DICKSON CO, LLC 29,645.00 0.00 0.00 29,645.00

Vendor# Vendor Name Class Pay Code
 15440

✓ Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
274179	PT REFUND	04/29/202	04/24/202	05/20/202			120.00	0.00	0.00	120.00

Vendor Totals: Number Name Gross Discount No-Pay Net
 15440 120.00 0.00 0.00 120.00

Vendor# Vendor Name Class Pay Code
 O1500 OLYMPUS AMERICA INC M

✓ Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
35726403	SUPPLIES	04/29/202	03/08/202	04/02/202			201.88	0.00	0.00	201.88

Vendor Totals: Number Name Gross Discount No-Pay Net
 O1500 OLYMPUS AMERICA INC 201.88 0.00 0.00 201.88

Vendor#	Vendor Name	Class	Pay Code								
12708	POC ELECTRIC, LLC										
✓	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓	4077		04/29/202	04/26/202	05/01/202			5,036.13	0.00	0.00	5,036.13
	CASHIER STATION										
	Vendor Totals: Number	Name						Gross	Discount	No-Pay	Net
	12708	POC ELECTRIC, LLC						5,036.13	0.00	0.00	5,036.13
P2100	PORT LAVACA WAVE										
✓	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓	300070789		04/29/202	04/26/202	05/21/202			885.00	0.00	0.00	885.00
	ADVERTISING										
	Vendor Totals: Number	Name						Gross	Discount	No-Pay	Net
	P2100	PORT LAVACA WAVE						885.00	0.00	0.00	885.00
10372	PRECISION DYNAMICS CORP (PDC)										
✓	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓	9356002823		04/29/202	04/17/202	05/17/202			6.41	0.00	0.00	6.41
	SUPPLIES										
	Vendor Totals: Number	Name						Gross	Discount	No-Pay	Net
	10372	PRECISION DYNAMICS CORP (PDC)						6.41	0.00	0.00	6.41
11251	RAPID PRINTING LLC										
✓	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓	23046		04/29/202	04/29/202	05/01/202			120.00	0.00	0.00	120.00
	BUSINESS CARDS										
✓	23044		04/29/202	04/29/202	05/09/202			112.00	0.00	0.00	112.00
	FOAMBOARD										
	Vendor Totals: Number	Name						Gross	Discount	No-Pay	Net
	11251	RAPID PRINTING LLC						232.00	0.00	0.00	232.00
S0900	SAM'S CLUB DIRECT										
✓	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓	042024		04/29/202	04/20/202	05/08/202			168.91	0.00	0.00	168.91
	SUPPLIES										
	Vendor Totals: Number	Name						Gross	Discount	No-Pay	Net
	S0900	SAM'S CLUB DIRECT						168.91	0.00	0.00	168.91
S2001	SIEMENS MEDICAL SOLUTIONS INC										
✓	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓	116534719		04/29/202	04/16/202	05/11/202			2,451.95	0.00	0.00	2,451.95
	SYMBIA EVO CONTRACT										
	Vendor Totals: Number	Name						Gross	Discount	No-Pay	Net
	S2001	SIEMENS MEDICAL SOLUTIONS INC						2,451.95	0.00	0.00	2,451.95
12472	SOMETHING MORE MEDIA, INC.										
✓	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓	2186		04/29/202	04/26/202	05/11/202			2,525.00	0.00	0.00	2,525.00
	ADVERTISING										
	Vendor Totals: Number	Name						Gross	Discount	No-Pay	Net
	12472	SOMETHING MORE MEDIA, INC.						2,525.00	0.00	0.00	2,525.00
C1010	SPARKLIGHT										
✓	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓	041624		04/29/202	04/16/202	04/17/202			149.79	0.00	0.00	149.79
	CABLE										

Vendor Totals:		Number	Name	Gross	Discount	No-Pay	Net
		C1010	SPARKLIGHT	149.79	0.00	0.00	149.79

Vendor#	Vendor Name	Class	Pay Code				
S3940	✓ STERIS CORPORATION	M					

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 12308075		04/29/202	04/19/202	05/14/202			222.08	0.00	0.00	222.08

SUPPLIES ✓

Vendor Totals:		Number	Name	Gross	Discount	No-Pay	Net
		S3940	STERIS CORPORATION	222.08	0.00	0.00	222.08

Vendor#	Vendor Name	Class	Pay Code				
14372	✓ TRIAGE, LLC						

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ INV1796944261		04/29/202	04/05/202	05/06/202			3,372.50	0.00	0.00	3,372.50 ✓

STEVEN SHAW

✓ INV1796947724		04/29/202	04/12/202	05/12/202			2,992.50	0.00	0.00	2,992.50 ✓
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STEVEN SHAW

✓ INV1796951357		04/29/202	04/18/202	05/19/202			3,396.25	0.00	0.00	3,396.25 ✓
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STEVEN SHAW

Vendor Totals:		Number	Name	Gross	Discount	No-Pay	Net
		14372	TRIAGE, LLC	9,761.25	0.00	0.00	9,761.25

Vendor#	Vendor Name	Class	Pay Code				
W1189	✓ WERLING ASSOCIATES INC	W					

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 8588		04/17/202	03/22/202	05/22/202			740.00	0.00	0.00	740.00 ✓

WAGE/BENEFIT SURVEY 2024

Vendor Totals:		Number	Name	Gross	Discount	No-Pay	Net
		W1189	WERLING ASSOCIATES INC	740.00	0.00	0.00	740.00

Report Summary

Grand Totals:	Gross	Discount	No-Pay	Net
	208,360.28	0.00	0.00	208,360.28

APPROVED ON

MAY 02 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

MCKESSON

Company: 8000

MEMORIAL MEDICAL CENTER
 AP
 815 N VIRGINIA STREET
 PORT LAVACA TX 77979

STATEMENT

As of: 05/03/2024

Page: 002

To ensure proper credit to your account, detach and return this stub with your remittance

DC: 8115
 Customer INV SupplD:
 Territory:
 Customer: 632536
 Date: 05/04/2024

As of: 05/03/2024
 Mail to:

AMT DUE REMITTED VIA ACH DEBIT
 Statement for information only

Cust: 632536
 Date: 05/04/2024
 PLEASE CHECK ANY ITEMS NOT PAID (✓)

Billing Date	Due Date	Receivable Number	National Account	Invoice Reference	Description	Cash Discount	Amount (gross)	P	F	Amount (net)	P	F	Receivable Number
--------------	----------	-------------------	------------------	-------------------	-------------	---------------	----------------	---	---	--------------	---	---	-------------------

PF column legend: P = Past Due Item, F = Future Due Item, blank = Current Due Item

TOTAL: National Acct 632536 MEMORIAL MEDICAL CENTER

Subtotals: 4,340.94 USD

Future Due: 0.00

Past Due: 0.00

Last Payment 08/07/2017 2,451.97

Due if Paid On Time: USD 4,254.13 ✓

Disc lost if paid later: 86.81

Due if Paid Late: USD 4,340.94

✓ Andrew De Los Santos
 5/6/24

3,640.43 +
 35.08 +
 557.81 +
 20.81 +
 1,254.13 = 4,340.94

APPROVED ON

MAY 06 2024

BY COUNTY CLERK
 CALHOUN COUNTY, TEXAS

For AR Inquiries please contact 800-867-0333

MCKESSON

STATEMENT

Company: 8000

WALMART 1098/MEM MED PHS
 MEMORIAL MEDICAL CENTER
 VICKY KALISEK
 815 N VIRGINIA ST
 PORT LAVACA TX 77979

DC: 8115
 Customer INV SupplID:
 Territory: 7001
 Customer: 256342
 Date: 05/04/2024

As of: 05/03/2024

Page: 001

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 account, detach and return this
 stub with your remittance

As of: 05/03/2024
 Mail to:

AMT DUJE REMITTED VIA ACH DEBIT
 Statement for information only

Cust: 256342
 Date: 05/04/2024
 PLEASE CHECK ANY
 ITEMS NOT PAID (✓)

Billing Date	Due Date	Receivable Number	National Account	Description	Cash Discount	Amount (gross)	Amount (net)	Receivable Number
04/29/2024	05/07/2024	7493036007	632536	115 Invoice	0.02	0.95	0.93 X	7493036007
04/29/2024	05/07/2024	7493036008	114283110	115 Invoice	1.34	66.99	65.65 X	7493036008
04/29/2024	05/07/2024	7493036010	114351743	115 Invoice	1.35	67.32	65.97 X	7493036010
04/29/2024	05/07/2024	7493248809	114210758	195 Invoice	0.01	0.32	0.31 X	7493248809
04/29/2024	05/07/2024	7493248810	114289305	195 Invoice	2.08	103.90	101.82 X	7493248810
04/29/2024	05/07/2024	7493248811	114215853	115 Invoice	0.02	0.95	0.93 X	7493248811
04/29/2024	05/07/2024	7493353565	111708965	115 Invoice	2.57	128.69	126.12 X	7493353565
04/29/2024	05/07/2024	7493353566	110816926	115 Invoice	2.42	121.06	118.64 X	7493353566
04/29/2024	05/07/2024	7493353567	109605264	115 Invoice	2.60	130.23	127.63 X	7493353567
04/30/2024	05/07/2024	7493402279	114525817	115 Invoice	6.70	334.95	328.25 X	7493402279
05/01/2024	05/07/2024	7493658957	114603161	115 Invoice	1.00	50.24	49.24 X	7493658957
05/01/2024	05/07/2024	7493658958	114603161	115 Invoice	0.01	0.32	0.31 X	7493658958
05/01/2024	05/07/2024	7493658959	114677008	115 Invoice	0.05	2.27	2.22 X	7493658959
05/01/2024	05/07/2024	7493822438	114361757	115 Invoice	7.52	375.96	368.44 X	7493822438
05/01/2024	05/07/2024	7493822439	114455432	115 Invoice	0.03	1.58	1.55 X	7493822439
05/01/2024	05/07/2024	7493822440	114609900	195 Invoice	0.47	23.56	23.09 X	7493822440
05/01/2024	05/07/2024	7493822441	114599152	115 Invoice	2.50	125.21	122.71 X	7493822441
05/02/2024	05/07/2024	7493920155	114735193	115 Invoice	37.34	1,867.18	1,829.84 X	7493920155
05/02/2024	05/07/2024	7493920157	114735193	115 Invoice	0.01	0.49	0.48 X	7493920157
05/02/2024	05/07/2024	7493920158	114798308	115 Invoice	0.01	0.49	0.48 X	7493920158
05/03/2024	05/07/2024	7494181674	114849568	115 Invoice	1.00	50.24	49.24 X	7494181674
05/03/2024	05/07/2024	7494350175	114855606	195 Invoice	5.24	261.82	256.58 X	7494350175

For AR Inquiries please contact 800-867-0333

MCKESSON

Company: 8000

WALMART 1098/MEM MED PHS
MEMORIAL MEDICAL CENTER
VICKY KALISEK
815 N VIRGINIA ST
PORT LAVACA TX 77979

STATEMENT

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

As of: 05/03/2024

DC: 8115
Customer INV SupplID:
Territory: 7001
Customer: 256342
Date: 05/04/2024

Page: 002

To ensure proper credit to your
account, detach and return this
stub with your remittance

As of: 05/03/2024
Mail to:

Page: 002
Comp: 8000

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

Cust: 256342
Date: 05/04/2024
PLEASE CHECK ANY
ITEMS NOT PAID (✓)

Billing Date	Due Date	Receivable Number	National Account Order Reference	Description	Cash Discount	Amount (gross)	P	F	Amount (net)	P	F	Receivable Number
--------------	----------	-------------------	----------------------------------	-------------	---------------	----------------	---	---	--------------	---	---	-------------------

PF column legend: P = Past Due Item, F = Future Due Item, blank = Current Due Item

TOTAL: Customer Number 256342 WALMART 1098/MEM MED PHS
Subtotals: 3,714.72 USD

Future Due:

0.00

Past Due:

0.00

Last Payment

04/29/2024

8,444.11

If Paid By 05/07/2024,
Pay This Amount:

3,640.43 USD

Due If Paid On Time:
USD 3,640.43 ✓

Disc lost if paid late:
74.29

If Paid After 05/07/2024,
Pay this Amount:

3,714.72 USD

Due If Paid Late:
USD 3,714.72

✓ Andrew DeLaSantosa

5/6/24

APPROVED ON

MAY 06 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

For AR Inquiries please contact 800-867-0333

MCKESSON

Company 6000

HEB PHCY 0434/MEM MED PHS
MEMORIAL MEDICAL CENTER
VICKY KALISEK
815 N VIRGINIA ST
PORT LAVACA TX 77979

STATEMENT

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

As of: 05/03/2024

DC: 8115
Customer INV SupplID: 7001
Territory: 7001
Customer: 190813
Date: 05/03/2024

Page: 001

To ensure proper credit to your
account, detach and return this
stub with your remittance

As of: 05/03/2024
Mail to: Page: 001
Comp: 8000

AMT DUJE REMITTED VIA ACH DEBIT
Statement for information only

Cust: 190813 PLEASE CHECK ANY
Date: 05/03/2024 ITEMS NOT PAID (✓)

Billing Date	Due Date	Receivable Number	Order Reference	Description	Cash Discount	Amount (gross)	P	F	Amount (net)	P	F	Receivable Number
--------------	----------	-------------------	-----------------	-------------	---------------	----------------	---	---	--------------	---	---	-------------------

05/01/2024	05/07/2024	7493648564	3915041	115 Invoice	0.64	32.03		X	31.39	X		7493648564 ✓
05/03/2024	05/07/2024	7494179464	3920522	115 Invoice	0.08	3.77		X	3.69	X		7494179464 ✓

PF column legend: P = Past Due Item, F = Future Due Item, blank = Current Due Item

TOTAL

Subtotals: 35.80 USD

Future Due: 0.00

Past Due: 0.00

Last Payment 8,444.11

04/29/2024

If Paid By 05/07/2024,
Pay This Amount: 35.08 USD

If Paid After 05/07/2024,
Pay this Amount: 35.80 USD

Due If Paid On Time:
USD 35.08 ✓

Disc lost if paid late: 0.72

Due If Paid Late:
USD 35.80

APPROVED ON

MAY 06 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

Andrew Dales Santos
5/6/24

For AR Inquiries please contact 800-867-0333

MCKESSON

STATEMENT

Company: 8000

HEB PHCY WHSEM MEM MED PHS
MEMORIAL MEDICAL CENTER
VICKY KALISEK
815 N VIRGINIA ST
PORT LAVACA TX 77979

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

As of: 05/03/2024

DC: 8115
Customer INV SupplID:
Territory: 7001

Customer: 820405
Date: 05/04/2024

Page: 001

To ensure proper credit to your
account, detach and return this
stub with your remittance

As of: 05/03/2024
Mail to: Page: 001
Comp: 8000

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

Cust: 820405 PLEASE CHECK ANY
Date: 05/04/2024 ITEMS NOT PAID (✓)

Billing Date	Due Date	Receivable Number	National Account Order Reference	Description	Cash Discount	Amount (gross)	P F	Amount (net)	P F	Receivable Number
Customer Number 820405			HEB PHCY WHSEM MEM MED PHS							
04/30/2024	05/07/2024	7493419371	B2404-055-157136	115 Invoice	1.01	50.66		49.65 X		7493419371 ✓
04/30/2024	05/07/2024	7493419372	B2404-055-157147	115 Invoice	10.37	518.53		508.16 X		7493419372 ✓

PF column legend: P = Past Due Item, F = Future Due Item, blank = Current Due Item

TOTAL: Customer Number 820405 HEB PHCY WHSEM MEM MED PHS
Subtotals: 569.19 USD

Future Due: 0.00

Past Due: 0.00

Last Payment 04/29/2024 8,444.11

If Paid By 05/07/2024,
Pay This Amount: 557.81 USD
If Paid After 05/07/2024,
Pay this Amount: 569.19 USD

Due If Paid On Time: 557.81 X ✓
USD
Disc lost if paid late: 11.38
Due If Paid Late: 569.19
USD

✓ Andrew Dufresne
5/6/24

APPROVED ON

MAY 06 2024

BY COUNTY AUDITOR
CALHOUN COUNTY TEXAS

For AR Inquiries please contact 800-867-0333

MKLESSON

Company: 8000

STATEMENT

CVS PHCY 7416/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
Customer INV SupplID:
Territory: 7001
Customer: 835437
Date: 05/04/2024

Page: 001

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account, detach and return this
stub with your remittance

As of: 05/03/2024
Mail to: Page: 001
Comp: 8000

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

Cust: 835437
Date: 05/04/2024
PLEASE CHECK ANY
ITEMS NOT PAID (✓)

Billing Date	Due Date	Receivable Number	National Account Order Reference	Description	Cash Discount	Amount (gross)	P	F	Amount (net)	P	F	Receivable Number
05/01/2024	05/07/2024	7493842888	3213490	115 Invoice	0.42	21.23			20.81	✓		7493842888 ✓

Customer Number 835437 CVS PHCY 7416/MEM MC PHS

PF column legend: P = Past Due Item, F = Future Due Item, blank = Current Due Item

TOTAL: Customer Number 835437 CVS PHCY 7416/MEM MC PHS
Subtotals: 21.23 USD

Future Due: 0.00

Past Due: 0.00

Last Payment 8,444.11

04/29/2024

If Paid By 05/07/2024,
Pay This Amount: 20.81 USD

If Paid After 05/07/2024,
Pay this Amount: 21.23 USD

Due if Paid On Time: 20.81 ✓
USD

Disc lost if paid late: 0.42

Due if Paid Late: 21.23
USD

✓ Andrew Dolores Santos

5/6/24

APPROVED ON

MAY 06 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

For AR Inquiries please contact 800-867-0333



STATEMENT

Statement Number: **67384970**
Date: **05-03-2024**

Served By: AMERISOURCEBERGEN DRUG CORP
12727 W. AIRPORT BLVD.
SUGAR LAND TX 77478-6101

DEA: RA0289276
866-451-9655

Customer: WALGREENS #12494 340B
MEMORIAL MEDICAL CENTER
1302 N VIRGINIA ST
PORT LAVACA TX 77979-2509

Customer Number
100135284 / 037028186

Terms
Sat - Fri Due in 7 days

Remit To: AMERISOURCEBERGEN
PO Box 905223
CHARLOTTE NC 28290-5223

Summary
Not Yet Due: 0.00
Current: 389.21
Past Due: 0.00
Total Due: 389.21
Account Balance: 389.21

Account Activity

Document Date	Due Date	Reference Number	Purchase Order Number	Document Type	Original Amount	Last Receipt	Amount Received	Balance
04-29-2024	05-10-2024	3173186269	7006363164	Invoice	57.54 X		0.00	57.54
04-29-2024	05-10-2024	3173186460	7006373066	Invoice	100.10 X		0.00	100.10
04-30-2024	05-10-2024	3173369639	7006391931	Invoice	6.50 X		0.00	6.50
05-01-2024	05-10-2024	3173533672	7006399279	Invoice	49.81 X		0.00	49.81
05-02-2024	05-10-2024	3173677927	7006409064	Invoice	93.56 X		0.00	93.56
05-03-2024	05-10-2024	3173826557	7006419548	Invoice	78.23 X		0.00	78.23
05-03-2024	05-10-2024	3173826558	7006420188	Invoice	3.47 X		0.00	3.47

Current	1-15 Days	16-30 Days	31-60 Days	61-90 Days	91-120 Days	Over 120 Days
389.21	0.00	0.00	0.00	0.00	0.00	0.00

Thank You for Your Payment

Date	Amount
05-03-2024	(530.56)

Reminders

Due Date	Amount
05-10-2024	389.21
Total Due:	389.21

APPROVED ON

MAY 06 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

Andrew D. Foster
5/6/24

TOLL FEE PHONE NUMBER: 1-800-555-3453
 (EFTPS TUTORIAL SYSTEM: 1-800-572-8683)

<input type="checkbox"/> "ENTER 9-DIGIT TAXPAYER IDENTIFICATION NUMBER"	#### ENTER: ### <input type="text"/>
<input type="checkbox"/> "ENTER YOUR 4-DIGIT PIN"	<input type="text"/>
<input type="checkbox"/> "MAKE A PAYMENT, PRESS 1"	<input type="text" value="1"/>
<input type="checkbox"/> "ENTER THE TAX TYPE NUMBER FOLLOWED BY THE # SIGN"	★ <input type="text" value="941"/> #
<input type="checkbox"/> "IF FEDERAL TAX DEPOSIT ENTER 1"	<input type="text" value="1"/>
<input type="checkbox"/> "ENTER 2-DIGIT TAX FILING YEAR"	★ <input type="text" value="24"/>
<input type="checkbox"/> "ENTER 2-DIGIT TAX FILING ENDING MONTH" 1ST QTR - 03 (MARCH) - Jan, Feb, Mar 2ND QTR - 06 (JUNE) - Apr, May, June 3RD QTR - 09 (SEPTEMBER) - July, Aug, Sept 4TH QTR - 12 (DECEMBER) - Oct, Nov, Dec	★ <input type="text" value="06"/>
<input type="checkbox"/> "ENTER AMOUNT OF TAX DEPOSIT - FOLLOWED BY # SIGN" "1 TO CONFIRM"	★ <input type="text" value="\$ 120,892.82"/> #
"ENTER W/CENTS AMOUNT OF SOCIAL SECURITY"	<input type="text" value="1"/>
"ENTER W/CENTS AMOUNT OF MEDICARE"	0 <input type="text" value="\$ 62,675.26"/> #
"ENTER W/CENTS AMOUNT OF FEDERAL WITHHOLDING"	<input type="text" value="\$ 14,657.86"/> #
<input type="checkbox"/> "6-DIGIT SETTLEMENT DATE" "1 TO CONFIRM"	★ <input type="text" value="\$ 43,559.70"/> #
<input type="checkbox"/> "ACKNOWLEDGEMENT NUMBER"	★ <input type="text" value="1"/>
	<input type="text"/>

CALLED IN BY:
CALLED IN DATE:
CALLED IN TIME:

941 REC/TAX DEPOSIT FOR MMC PAYROLL

REVISED 3/18/2014

ENTER VOID CKS AS NEGATIVE NUMBERS

PAY PERIOD: BEGIN	4/19/2024	VOIDED CK (1)	VOIDED CK (2)	ADDITIONAL CK (1)	ADDITIONAL CK (1)	TOTALS
PAY PERIOD: END	5/2/2024					
PAY DATE:	5/10/2024					
GROSS PAY:	\$ 544,921.49			\$ -		\$ 544,921.49
DEDUCTIONS:						
A/R	\$ 180.41					\$ 180.41
ADVANC						\$ -
BOOTS						\$ -
MUTUAL CRITICAL ILLNESS						\$ -
MUTUAL ACCIDENT						\$ -
IRS TAX						\$ -
MUTUAL SHORT TERM DIS						\$ -
MUTUAL VISION	\$ 877.74					\$ 877.74
CAFÉ-D	\$ 1,276.38					\$ 1,276.38
CAFÉ-H	\$ 30,868.17					\$ 30,868.17
	\$ -					\$ -
CAFÉ-P						\$ -
CANCER						\$ -
CHILD	\$ 570.69					\$ 570.69
CLINIC	\$ 58.80					\$ 58.80
COMBIN	\$ 250.86					\$ 250.86
CREDUN	\$ -					\$ -
DENTAL	\$ -					\$ -
DEP-LF						\$ -
MUTUAL TERM LIFE	\$ 1,392.52					\$ 1,392.52
MUTUAL HOSP INDEM	\$ 598.50					\$ 598.50
FED TAX	\$ 43,559.70					\$ 43,559.70
FICA-M	\$ 7,328.93					\$ 7,328.93
FICA-O	\$ 31,337.63					\$ 31,337.63
FICA-M ADDITIONAL						\$ -
FIRST C						\$ -
FLEX S	\$ 5,558.64					\$ 5,558.64
FLX-FE	\$ -					\$ -
GIFT S	\$ 160.60					\$ 160.60
MUTUAL CRITICAL ILLNESS	\$ 1,114.31					\$ 1,114.31
MUTUAL ACCIDENT	\$ 736.67					\$ 736.67
MUTUAL SHORT TERM DIS	\$ (89.79)					\$ (89.79)
LEGAL	\$ 1,179.78					\$ 1,179.78
OTHER	\$ 6,377.12					\$ 6,377.12
NATIONAL FARM LIFE	\$ 1,336.05					\$ 1,336.05
MED SURCHARGE	\$ 315.00					\$ 315.00
Blank						\$ -
RELAY						\$ -
REPAY						\$ -
STONEDF	\$ 895.00					\$ 895.00
STONE						\$ -
STONE 2						\$ -
STUDEN						\$ -
TSA-R	\$ 37,146.24					\$ 37,146.24
UW/HOS	\$ -					\$ -
TOTAL DEDUCTIONS:	\$ 173,029.96	\$ -	\$ -	\$ -	\$ -	\$ 173,029.96
NET PAY:	\$ 371,891.54	\$ -	\$ -	\$ -	\$ -	\$ 371,891.54
TOTAL CAFÉ 125 PLAN:	\$ 39,475.93	Less Exempt:				
TAXABLE PAY:	\$ 505,445.56	\$ 505,445.56				

FICA - MED (ER)	1.45%	\$ 7,328.96	From MMC Report	Difference
FICA - MED (EE)	1.45%	\$ 7,328.96	\$ 7,328.93	\$ 0.03
FICA - SOC SEC (ER)	6.30%	\$ 31,337.62		
FICA - SOC SEC (EE)	6.20%	\$ 31,337.62	\$ 31,337.63	\$ (0.01)
FED WITHHOLDING		\$ 43,559.70	\$ 43,559.70	

Employees over FICA-SS Cap:
Roshanda Thomas
Michael Gaines
Paycode S - Employee Reimb.

Exempt Amt:

TAX DEPOSIT:	\$ 120,892.86	\$ 120,892.82	TOTAL: \$ -
FICA - MEDICARE	2.40%	\$ 14,657.92	\$14,657.86
FICA - SOCIAL SECURITY	12.40%	\$ 62,675.24	\$62,675.26
FED WITHHOLDING		\$ 43,659.70	\$43,559.70
TOTAL TAX:	\$ 120,892.86	\$120,892.82	\$ 0.04

PREPARED BY:
PREPARED DATE:

Caillin Clevenger
5/6/2024

Run Date: 05/06/24
Time: 08:48

MEMORIAL MEDICAL CENTER
Payroll Register (Bi-Weekly)
Pay Period 04/19/24 - 05/02/24 Run# 1 ✓

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P2REG

Final Summary

Pay Code Summary						Deductions Summary				
PayCd	Description	Hrs	OT	SH	WB	HO	CB	Gross	Code	Amount
1	REGULAR PAY-S1	10178.50	N		N	N		238905.39	A/R	188.41
1	REGULAR PAY-S1	2005.25	N		N	N	N	98384.43	ADVANC	AWARDS
1	REGULAR PAY-S1	164.00	Y		N	N		4798.61	BCOTS	CAFE H
2	REGULAR PAY-S2	2840.00	N		N	N		78942.77	CAFE-2	CAFE-J
2	REGULAR PAY-S2	57.50	Y		N	N		2913.54	CAFE-5	CAFE-C
3	REGULAR PAY-S3	1663.25	N		N	N		59562.38	CAFE-F	CAFE-H
3	REGULAR PAY-S3	3.25	N		N	N	Y	271.34	CAFE-L	CAFE-P
3	REGULAR PAY-S3	75.75	Y		N	N		3786.78	CHILD	CLINIC
4	CALL BACK PAY	29.00	N	1	N	N	Y	1377.48	CREDUN	DD RDV
4	CALL BACK PAY	47.25	N	2	N	N	Y	2109.00	DEP-LF	DIS-LF
4	CALL BACK PAY	.75	Y	2	N	N	Y	45.23	EATCSH	FELTAX
C	CALL PAY	2121.50	N	1	N	N		4243.00	FICA-O	FIRSTC
D	DOUBLE TIME	9.75	N	1	N	N		657.09	FLX FE	FORT D
D	DOUBLE TIME	4.00	N	2	N	N		322.00	GIFF S	GRANT
E	EXTRA WAGES		N		N	N	N	600.00	GTL	HOSP-1
E	EXTRA WAGES		N	1	N	N	N	1208.75	ID TPT	IRSTAX
F	FUNERAL LEAVE	24.00	N	1	N	N		927.36	LEGAL	MASA
I	INSERVICE	8.00	N	1	N	N		349.84	METVIS	MISC
J	JURY LEAVE	16.00	N	1	N	N		204.00	MXCSTR	MCOACC
K	EXTENDED-ILLNESS-BANK	169.58	N	1	N	N		5928.19	MCOIND	MCOOLF
P	PAID-TIME-OFF	172.91	N		N	N	N	15730.72	MCOVIS	MCOFNL
P	PAID-TIME-OFF	788.42	N	1	N	N		20908.79	PHI	PHI***
X	CALL PAY 2	128.00	N	1	N	N		256.00	RELAY	REPAY
Y	YNCA/CURVES		N		N	N	N	30.00	SCRUBS	SIGNON
Z	CALL PAY 3	24.00	N	1	N	N		72.00	STONDF	STONE
p	PAID TIME OFF - PROBATION	40.00	N	1	N	N		866.80	STUDEN	SUNACC
t	PHONE & DATA		N		N	N	N	1600.00	SUNIND	SUNLIF
									SUNVIS	SURCHG
									TSA-2	TSA-C
									TSA-R	UNIFOR
									UN/HOS	

Grand Totals: 20575.66 (Gross: 544921.49 Deductions: 173029.95 Net: 371891.54) ✓
 Checks Count: - FT 209 PF 13 Other 40 Female 234 Male 27 Credit OverAmt 7 ZeroNet Term Total: 261

Andrew F. [Signature]
5/6/24

Memorial Medical Center
Transfer Request

Amount: 18,860.96 ✓

Date: 5/6/2024

From Account: Prosperity Operating- *4357

To Account: ██████████

Routing: ██████████

APPROVED ON

MAY 06 2024

Explanation:

Wageworks FSA payment for invoices 6370673, 6398288, 6435507, 6454746, 6491187

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

Requested by: Caitlin Clevenger

Date: 5/6/2024

Authorized by: Andrew Dallas Santos

Date: 5/6/24

HealthEquity WageWorks

INVOICE

To: Memorial Medical Center ✓
 PO Box 25
 Port Lavaca TX 77979

WageWorks, Inc.
 4609 Regent Blvd.
 Irving, TX 75063
 214.596.6900

Remit: Via Wire or ACH Credit to US BANCORP
 FSA/HRA/DC Acct #: [REDACTED] Routing #: [REDACTED]

Please include invoice # in your payment addenda for ACH
 Credit or Wire payment.

Log on to our employer website to view detailed invoice
 reports: employer.wageworks.com

Account #	Invoice Date
2052366	04/01/2024
PO #	DUE DATE
	07/01/2024 ✓
Invoice #	AMOUNT DUE
INV6370673	\$4,762.92

Description	Plan Code	Amount
Visa Card Payments - HCFA 2024	HCFA2024	4,273.31
PMB Payments - HCFA 2023	HCFA2023	444.51
Visa Card Payments - HCFA 2023	HCFA2023	45.10

Total Amount Due

\$4,762.92 ✓

Andrew De La Santos
 5/6/24

HealthEquity WageWorks

INVOICE

To: Memorial Medical Center
PO Box 25
Port Lavaca TX 77979

WageWorks, Inc.
4609 Regent Blvd.
Irving, TX 75063
214.696.6900

Remit: Via Wire or ACH Credit to US BANCORP
FSA/HRA/DC Acct #: [REDACTED] Routing #: [REDACTED]

Please include invoice # in your payment addenda for ACH
Credit or Wire payment.

Log on to our employer website to view detailed invoice
reports: employer.wageworks.com

Account #	Invoice Date
2052366	04/08/2024
PO #	DUE DATE
	07/08/2024
Invoice #	AMOUNT DUE
INV6398288	\$1,839.35

Description	Plan Code	Amount
Visa Card Payments - HCFA 2024	HCFA2024	1,452.43
Visa Card Payments - HCFA 2023	HCFA2023	386.92

Total Amount Due

\$1,839.35

Andrew Torres Santos
5/6/24

HealthEquity WageWorks

INVOICE

To: Memorial Medical Center ✓
 PO Box 25
 Port Lavaca TX 77979

WageWorks, Inc.
 4609 Regent Blvd.
 Irving, TX 75063
 214.696.6900

Remit: Via Wire or ACH Credit to US BANCORP
 FSA/HRA/DC Acct #: [REDACTED] Routing #: [REDACTED]

Please include invoice # in your payment addenda for ACH
 Credit or Wire payment.

Log on to our employer website to view detailed invoice
 reports: employer.wageworks.com

Account #	Invoice Date
2052366	04/15/2024
PO #	DUE DATE
	07/15/2024 ✓
Invoice #	AMOUNT DUE
INV6435507	\$1,689.79

Description	Plan Code	Amount
PMB Payments - DCFSA 2024	DCFSA2024	380.00
Visa Card Payments - HCFSA 2024	HCFSA2024	1,272.49
Visa Card Payments - HCFSA 2023	HCFSA2023	37.30

Total Amount Due

\$1,689.79 ✓

Andrew Dolan, Sinter
 5/6/24

HealthEquity WageWorks

INVOICE

To: Memorial Medical Center ✓
PO Box 25
Port Lavaca TX 77979

WageWorks, Inc.
4609 Regent Blvd.
Irving, TX 75063
214.596.6900

Remit: Via Wire or ACH Credit to US BANCORP
FSA/HRA/DC Acct #: [REDACTED] Routing #: [REDACTED]

Please include invoice # in your payment addenda for ACH
Credit or Wire payment.

Log on to our employer website to view detailed invoice
reports: employer.wageworks.com

Account #	Invoice Date
2052366	04/22/2024
PO #	DUE DATE
	07/22/2024 ✓
Invoice #	AMOUNT DUE
INV6454746	\$6,855.20

Description	Plan Code	Amount
PMB Payments - HCFA 2024	HCFA2024	1,320.24
PMP Payments - HCFA 2024	HCFA2024	424.08
Visa Card Payments - HCFA 2024	HCFA2024	5,110.88

Total Amount Due

\$6,855.20 ✓

Andrew DeLorenzo
5/6/24

HealthEquity WageWorks

INVOICE

To: Memorial Medical Center ✓
PO Box 25
Port Lavaca TX 77979

WageWorks, Inc.
4609 Regent Blvd.
Irving, TX 75063
214.596.6900

Remit: Via Wire or ACH Credit to US BANCORP
FSA/HRA/DC Acct #: [REDACTED] Routing #: [REDACTED]

Please include Invoice # in your payment addenda for ACH
Credit or Wire payment.

Log on to our employer website to view detailed Invoice
reports: employer.wageworks.com

Account #	Invoice Date
2052366	04/29/2024
PO #	DUE DATE
	07/29/2024 ✓
Invoice #	AMOUNT DUE
INV6491187	\$3,713.70

Description	Plan Code	Amount
Visa Card Payments - HCFSAs 2024	HCFSAs2024	3,723.94
Repayments - HCFSAs 2023	HCFSAs2023	(10.24)

Total Amount Due

\$3,713.70 ✓

Andrew De los Santos
5/6/24

Ardenwee benefits

1690	76351	1	1	0	2024	11/00/2024	0	4/29/2024	521,822.32	1	TRUESDIPHS MANAGEMENT SERVICE LLC	F	517	0	EXPENSE	EMPLOYEE	PCS	4/18/2024	4/21/2024	464384244
1691	76351	3	56	0	2024	11/00/0975	0	4/29/2024	56,569.70	1	M.D. ANDERSON CANCER CENTER	P	186	0			HLAB	4/2/2024	4/2/2024	746001118
1692	76351	3	11	0	2024	10/00/3329	0	4/29/2024	511.19	1	SINGLETON ASSOCIATES PA	P	189	0			EOB	4/7/2024	4/7/2024	741688498
1694	76351	3	21	0	2024	11/40/0844	0	4/29/2024	565.89	1	PORT LAVACA CLINIC ASSOCIATES	P	177	0			CV	4/17/2024	4/17/2024	742605670
1695	76351	3	40	0	2024	15/00/0540	0	4/29/2024	574.00	1	ALMA COMMUNITY NETWORK	P	728	0			TEAM	4/24/2024	4/24/2024	641855765
1702	76351	3	11	0	2024	10/30/1343	0	4/29/2024	5110.72	1	SINGLETON ASSOCIATES PA	P	189	0			EOB	4/7/2024	4/7/2024	741688498
1703	76351	3	5	0	2024	11/30/1785	0	4/29/2024	5112.21	1	BRIEF WU DO PA	P	172	0			AB	3/05/2024	3/05/2024	451261253
1704	76351	3	11	0	2024	11/30/0570	0	4/29/2024	5154.60	1	ESS OF PORT LAVACA LLC	P	189	0			EOB	4/1/2024	4/1/2024	815248556
1706	76351	3	38	0	2024	09/00/1096	0	4/29/2024	5280.37	1	USAP-TEXAS	P	378	0			SO	1/13/2024	1/13/2024	760482007
1702	76351	3	56	0	2024	11/30/1757	0	4/29/2024	5323.00	1	PHYSICIANS REFERRAL SERVICE	P	324	0			CAT	4/2/2024	4/2/2024	760273984
1710	76351	3	56	0	2024	11/30/1805	0	4/29/2024	5862.92	1	PHYSICIANS REFERRAL SERVICE	P	324	0			CAT	4/2/2024	4/2/2024	760273984
1712	76351	3	28	0	2024	11/00/0855	0	4/29/2024	51733.42	1	VICTORIA WOMENS CLINIC ASSOCIATES	P	538	0			MAT	2/22/2024	2/22/2024	741831301
1714	76351	3	51	0	2024	11/00/0268	0	4/29/2024	510.33	1	SINGLETON ASSOCIATES PA	P	181	0			XRAY	4/5/2024	4/5/2024	741688498
1717	76351	3	23	0	2024	11/40/0912	0	4/29/2024	565.89	1	PORT LAVACA CLINIC ASSOCIATES	P	177	0			DY	4/15/2024	4/15/2024	742605670
1720	76351	3	70	0	2024	10/50/1024	0	4/29/2024	5110.16	1	MICHELE M CHAMBERS	P	457	0			CVS	4/4/2024	4/4/2024	742605670
1723	76351	3	2	0	2024	10/50/1170	0	4/29/2024	5256.20	1	SEAN K OSULUWAN INDOAER	P	172	0			AB	4/11/2024	4/11/2024	742605670
1731	76376	3	19	0	2024	10/30/2280	0	4/29/2024	5115.91	1	MORTISTAL ANESTHESIA PA	P	176	0			OB	4/29/2024	4/29/2024	742605670
									521,677.83											

Andrew DeLorenzo
5/6/24

APPROVED ON

MAY 06 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

5/10/24

Start Date	Benefit	EE Per Pay Cost	ER Per Pay Cost
1/1/2024	Health Savings Account	\$0.00	\$25.00
1/1/2024	Health Savings Account	\$100.00	\$25.00
1/1/2024	Health Savings Account	\$147.91	\$25.00
1/1/2024	Health Savings Account	\$41.67	\$25.00
1/1/2024	Health Savings Account	\$60.00	\$25.00
1/1/2024	Health Savings Account	\$10.00	\$25.00
1/1/2024	Health Savings Account	\$0.00	\$25.00
1/1/2024	Health Savings Account	\$0.00	\$25.00
1/1/2024	Health Savings Account	\$0.00	\$25.00
1/1/2024	Health Savings Account	\$25.00	\$25.00
1/1/2024	Health Savings Account	\$0.00	\$25.00
1/1/2024	Health Savings Account	\$0.00	\$25.00
2/1/2024	Health Savings Account	\$163.25	\$25.00
1/1/2024	Health Savings Account	\$50.00	\$25.00
2/1/2024	Health Savings Account	\$0.00	\$25.00
1/1/2024	Health Savings Account	\$100.00	\$25.00
1/1/2024	Health Savings Account	\$0.00	\$25.00
1/1/2024	Health Savings Account	\$0.00	\$25.00
3/1/2024	Health Savings Account	\$0.00	\$25.00
1/1/2024	Health Savings Account	\$25.00	\$25.00
1/1/2024	Health Savings Account	\$0.00	\$25.00
2/1/2024	Health Savings Account	\$0.00	\$25.00
		\$722.83	\$550.00
	Total Contributions	\$1,272.83	

MEMORIAL MEDICAL CENTER
PROSPERITY BANK

ELECTRONIC TRANSFERS FOR OPERATING ACCOUNT — April 29, 2024 - May 5, 2024

Date	Bank Description
5/3/2024	PAY PLUS ACHTrans 000000021702521 1010006931
5/3/2024	MERCHANT BANKCD DISCOUNT 971160910883 910000
5/3/2024	MERCHANT BANKCD DISCOUNT 971160913887 910000
5/3/2024	MERCHANT BANKCD INTERCHNG 971160913887 910000
5/3/2024	MERCHANT BANKCD FEE 971160910883 91000014217
5/3/2024	MERCHANT BANKCD FEE 971160913887 91000014217
5/3/2024	AMERISOURCE BERG PAYMENTS 0100007768 2100002
5/2/2024	PAY PLUS ACHTrans 000000021582678 10100069314
5/2/2024	AUTHNET GATEWAY BILLING 136239843 10400000147
5/1/2024	PAY PLUS ACHTrans 000000021425329 10100069300
4/30/2024	PAY PLUS ACHTrans 000000021292144 10100069386
4/30/2024	MCKESSON DRUG AUTO ACH ACH05976766 910000184
4/29/2024	PAY PLUS ACHTrans 000000021150521 10100069373
4/29/2024	IRS USATAXPYMT 270452064024463 6103601003290
4/29/2024	HPHG LLC MEMOR PREM MemMedCtr PrLaw 11312265

Andrew DeFoa Santos
ANDREW DE LOS SANTOS
Memorial Medical Center

May 6, 2024

* Approved on 5.1.24 CC
** Approved on 4.24.24 CC

PROSPERITY BANK
ELECTRONIC TRANSFERS FOR OPERATING ACCOUNT — ESTIMATED ACHS

Date	Description	Amount
		206,535.19 +
		530.56 -
		0.46 - 11 -
		1,789.79 -
		0.00 -
		1,789.79 +
		1,789.79 -
		0.00 +

Andrew DeFoa Santos
ANDREW DE LOS SANTOS
Memorial Medical Center

APPROVED ON
MAY 06 2024

May 6, 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

Amount	CPSI "Handwritten Check" #
292.17 ✓	901158
199.57	901159
326.93	901160
163.72	901161
530.56 *	Plw 292.17 +
92.97 ✓	92.97 +
35.30 ✓	49.85 +
49.85 ✓	158.42 +
158.42 ✓	457.93 +
8,444.11 *	1,051.34 *
457.93 ✓	
126,084.86	0.00
69,685.87	
<u>206,535.19</u>	

CC Falls
19.95 +
326.93 +
164.72 +
9.95 +
181.60 +
~~1,051.34~~

Amount
0.00 ✓

0.00
Plw 292.17 +
530.56 +
135.30 *

1,051.34 +
703.15 +
1,754.49 +
35.30 +
1,789.79 +

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05/02/2024
10:09

MAY 02 2024

AP Open Invoice List
Dates Through:

0
ap_open_invoice.template

Vendor# Vendor Name
13004 TUSCANY VILLAGE
CALHOUN COUNTY, TEXAS

Class Pay Code

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 042224		04/29/202	04/22/202	05/25/202			10,800.00	0.00	0.00	10,800.00 ✓
	TRANSFER									
✓ 042324		04/29/202	04/23/202	05/25/202			11,039.26	0.00	0.00	11,039.26 ✓
	TRANSFER									
✓ 042424		04/29/202	04/24/202	05/26/202			25,343.22	0.00	0.00	25,343.22 ✓
	TRANSFER									
✓ 042524		04/29/202	04/25/202	05/26/202			13,285.23	0.00	0.00	13,285.23 ✓
	TRANSFER									
✓ 042924		04/29/202	04/29/202	05/29/202			731.72	0.00	0.00	731.72 ✓
	TRANSFER									

NUMS. DINK. DUP. INTO MMHC OPE. IN ERROR

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
13004	TUSCANY VILLAGE	61,199.43	0.00	0.00	61,199.43

Report Summary

Grand Totals:	Gross	Discount	No-Pay	Net
	61,199.43	0.00	0.00	61,199.43

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MAY 02 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

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MAY 02 2024

MEMORIAL MEDICAL CENTER

05/02/2024
10:09

AP Open Invoice List

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ap_open_invoice.template

Dates Through:

Vendor# Vendor Name **CALHOUN COUNTY, TEXAS**

Class Pay Code

12792 ✓ BETHANY SENIOR LIVING

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 042324A		04/29/202	04/23/202	05/25/202			30,239.38	0.00	0.00	30,239.38 ✓
✓ 042324	TRANSFERO	04/29/202	04/23/202	05/25/202			9,970.39	0.00	0.00	9,970.39 ✓
✓ 042424	TRANSFER	04/29/202	04/24/202	05/26/202			6,959.34	0.00	0.00	6,959.34 ✓

NK INS. pink dep. into mmcopt in error

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
12792	BETHANY SENIOR LIVING	47,169.11	0.00	0.00	47,169.11

R-print Summary

Grand Totals:	Gross	Discount	No-Pay	Net
	47,169.11	0.00	0.00	47,169.11

APPROVED ON

MAY 02 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

RECEIVED BY THE
COUNTY AUDITOR ON

05/02/2024
10:08

MAY 02 2024

MEMORIAL MEDICAL CENTER

AP Open Invoice List

0
ap_open_invoice.template

Dates Through:

Vendor# Vendor Name **CALHOUN COUNTY, TEXAS**

Class Pay Code

11836 GOLDENCREEK HEALTHCARE

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 042224		04/29/202	04/22/202	05/25/202			1,613.14	0.00	0.00	1,613.14 ✓
	TRANSFER									
✓ 042324A		04/29/202	04/23/202	05/25/202			26,986.35	0.00	0.00	26,986.35 ✓
	TRANSFER									
✓ 042324		04/29/202	04/23/202	05/25/202			7,790.00	0.00	0.00	7,790.00 ✓
	TRANSFER									
✓ 042424		04/29/202	04/24/202	05/26/202			59,936.53	0.00	0.00	59,936.53 ✓
	TRANSFER									
✓ 042524		04/29/202	04/25/202	05/26/202			479.65	0.00	0.00	479.65 ✓
	TRANSFER									
✓ 042624		04/29/202	04/26/202	05/26/202			2,089.20	0.00	0.00	2,089.20 ✓
	TRANSFER									

NI INS. PRX. dep into mmc opt in error

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
11836	GOLDENCREEK HEALTHCARE	98,894.87	0.00	0.00	98,894.87

Report Summary

Grand Totals:	Gross	Discount	No-Pay	Net
	98,894.87	0.00	0.00	98,894.87

APPROVED ON

MAY 02 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

05/02/2024 10:08 RECEIVED BY THE COUNTY AUDITOR ON MAY 02 2024 MEMORIAL MEDICAL CENTER AP Open Invoice List Dates Through: 0 ap_open_invoice.template

Vendor# 11824 Vendor Name THE CRESCENT CALHOUN COUNTY, TEXAS

Class Pay Code

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 042324		04/29/202	04/23/202	05/25/202			4,488.00	0.00	0.00	4,488.00 ✓
✓ 042424	TRANSFER	04/29/202	04/24/202	05/26/202			4,284.00	0.00	0.00	4,284.00 ✓
✓ 042624	TRANSFER	04/29/202	04/26/202	05/26/202			4,284.00	0.00	0.00	4,284.00 ✓
✓ 042624A	TRANSFER	04/29/202	04/26/202	05/26/202			5,508.00	0.00	0.00	5,508.00 ✓
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
11824 THE CRESCENT							18,564.00	0.00	0.00	18,564.00

NH ins. PMX dep into mmm opt. in error

Report Summary

Grand Totals:	Gross	Discount	No-Pay	Net
	18,564.00	0.00	0.00	18,564.00

APPROVED ON

MAY 02 2024

BY COUNTY AUDITOR
CALHOUN COUNTY TEXAS

RECEIVED BY THE
COUNTY AUDITOR ON MEMORIAL MEDICAL CENTER

05/02/2024
10:07

MAY 02 2024

AP Open Invoice List
Dates Through:

0
ap_open_invoice.template

Vendor# Vendor Name
12696 / GULF POINTE PLAZA
CALHOUN COUNTY, TEXAS

Class Pay Code

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 042424		04/29/202	04/24/202	05/26/202			194.10	0.00	0.00	194.10 ✓
	TRANSFER	<i>NUM INVS. PMT DEP. INTO IMMC DUE. IN ERROR</i>								
✓ 042424A		04/29/202	04/24/202	05/26/202			21.16	0.00	0.00	21.16 ✓
	TRANSFER									

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
12696	GULF POINTE PLAZA	215.26	0.00	0.00	215.26

Report Summary

Grand Totals:	Gross	Discount	No-Pay	Net
	215.26	0.00	0.00	215.26

APPROVED ON

MAY 02 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

RECEIVED BY THE COUNTY AUDITOR ON MEMORIAL MEDICAL CENTER

05/02/2024 10:07

MAY 02 2024

AP Open Invoice List Dates Through:

0 ap_open_invoice.template

Vendor# 11820 Vendor Name FORTBEND HEALTHCARE CENTER CALHOUN COUNTY, TEXAS

Class Pay Code

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
042924		04/29/202	04/29/202	05/29/202			7,086.40	0.00	0.00	7,086.40

TRANSFER NH ins. pmx dep. into mmc opt in error

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
11820	FORTBEND HEALTHCARE CENTER	7,086.40	0.00	0.00	7,086.40

Report Summary

Grand Totals:	Gross	Discount	No-Pay	Net
	7,086.40	0.00	0.00	7,086.40

APPROVED ON

MAY 02 2024

BY COUNTY AUDITOR CALHOUN COUNTY, TEXAS

RECEIVED BY THE
COUNTY AUDITOR ON

MEMORIAL MEDICAL CENTER

05/02/2024

10:07

MAY 02 2024

AP Open Invoice List

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ap_open_invoice.template

Dates Through:

Vendor# / Vendor Name

Class Pay Code

11832 / BROADMOOR AT CREEKSIDE PARK
CALHOUN COUNTY, TEXAS

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
042424		04/29/202	04/24/202	05/26/202			2,244.00	0.00	0.00	2,244.00

TRANSFER *NU ins pmk dup into mmcode in error*

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
11832	BROADMOOR AT CREEKSIDE PARK	2,244.00	0.00	0.00	2,244.00

Report Summary

Grand Totals:	Gross	Discount	No-Pay	Net
	2,244.00	0.00	0.00	2,244.00

APPROVED ON

MAY 02 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

Memorial Medical Center
Nursing Home UPL
Weekly Contex Transfer
Prosperity Accounts
5/6/2024

Transfer Name	Account Number	Previous Beginning Balance	Transfer Out	ACH Transfer In	Pending Deposits	Today's Beginning Balance	Amount to Be Transferred to Nursing Home
Ashford Health Care Center Ltd Co	129,754.14	162,613.98	162,513.98	70,704.62		70,804.62	70,526.29
						Bank Balance Variance	
						Leave in Balance	100.00

Business Information for Ashford Centers

Ashford Health Care Center Ltd Co
JP Morgan Chase Bank

	129,754.14	129,654.14	55,200.75			April Interest	178.33
						May Interest	
						June Interest	
						Adjust Balance/Transfer Amt	70,526.29
						Bank Balance Variance	55,300.75
						Leave in Balance	100.00

	112,380.23	112,280.24	63,510.08			April Interest	191.20
						May Interest	
						June Interest	
						Adjust Balance/Transfer Amt	55,009.55
						Bank Balance Variance	61,610.07
						Leave in Balance	100.00
						Claim Payment Transfer	8,479.08

	91,478.05	91,378.05	6,191.37			April Interest	259.05
						May Interest	
						June Interest	
						Adjust Balance/Transfer Amt	54,761.96
						Bank Balance Variance	6,231.37
						Leave in Balance	100.00

	124,545.12	124,445.32	92,181.02			April Interest	61.71
						May Interest	
						June Interest	
						Adjust Balance/Transfer Amt	6,069.60
						Bank Balance Variance	92,281.02
						Leave in Balance	100.00

70,526.29 +
55,009.55 +
54,761.96 +
6,069.60 +
91,957.70 +
278,325.10

Write Transfer / Exp. Pmt. / Interest

						April Interest	223.81
						May Interest	
						June Interest	
						Adjust Balance/Transfer Amt	91,957.70

TOTAL TRANSFERS 278,325.10

APPROVED: Andrew De Los Santos
ANDREW DE LOS SANTOS 5/6/2024

APPROVED ON
MAY 06 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

Note: Only balances of over \$5,000 will be transferred to the nursing home.
Note 2: Each account has a balance of \$100 that AMHC deposited to open account

		MMC PORTION					NH PORTION
Transfer-Out	Transfer-In	QIPP/Comp1	QIPP/Comp 2	QIPP/Comp3	QIPP/Comp4&Lapse	QIPP TI	
5/3/2024 HNB - ECHO HCCLAIMPMT 746003411 440000201584	6,832.50						6,832.50
5/3/2024 UHC COMMUNITY PL HCCLAIMPMT 746003411 910000	2,438.38						2,438.38
5/3/2024 HEALTH HUMAN SVC HCCLAIMPMT 37460034113005 2	164.50						164.50
5/3/2024 WIRE OUT ASHFORD HEALTH CARE CENTER LTD	127,642.84						
5/3/2024 HNB - ECHO HCCLAIMPMT 746003411 440000155165	355.82						355.82
5/3/2024 NOVITAS SOLUTION HCCLAIMPMT 615423 420000133	912.83						912.83
5/3/2024 HEALTH HUMAN SVC HCCLAIMPMT 37460034113005 2	2,400.00						2,400.00
5/3/2024 HNB - ECHO HCCLAIMPMT 746003411 44000012774	662.90						662.90
5/3/2024 UHC COMMUNITY PL HCCLAIMPMT 746003411 910000	22,762.40						22,762.40
5/3/2024 NOVITAS SOLUTION HCCLAIMPMT 675423 420000192	2,774.81						2,774.81
4/30/2024 Added to Account	270.33						270.33
4/30/2024 UHC COMMUNITY PL HCCLAIMPMT 746003411 910000	1,291.96						1,291.96
4/29/2024 Check 1237	34,873.14						
4/29/2024 HNB - ECHO HCCLAIMPMT 746003411 440000206851	27,107.89						27,107.89
4/29/2024 HNB - ECHO HCCLAIMPMT 746003411 440000206851	2,821.90						2,821.90
162,512.98	70,704.62						70,704.62

		MMC PORTION					NH PORTION
Transfer-Out	Transfer-In	QIPP/Comp1	QIPP/Comp 2	QIPP/Comp3	QIPP/Comp4&Lapse	QIPP TI	
5/3/2024 Deposit	2,244.00						2,244.00
5/3/2024 HNB - ECHO HCCLAIMPMT 746003411 440000201584	8,232.84						8,232.84
5/3/2024 WIRE OUT CANTER HEALTH CARE CENTERS III	116,735.76						
5/3/2024 HNB - ECHO HCCLAIMPMT 746003411 440000255165	63.71						63.71
5/3/2024 HNB - ECHO HCCLAIMPMT 746003411 440000255150	2,017.05						2,017.05
5/3/2024 MANAGEANDNET1738 MNS PMNT 00000000004294 41	4,640.00						4,640.00
5/3/2024 HNB - ECHO HCCLAIMPMT 746003411 440000212774	4,822.09						4,822.09
5/3/2024 HNB - ECHO HCCLAIMPMT 746003411 440000212774	3,918.83						3,918.83
4/30/2024 Added to Account	191.20						191.20
4/30/2024 HNB - ECHO HCCLAIMPMT 746003411 440000163377	2,999.11						2,999.11
4/30/2024 UHC COMMUNITY PL HCCLAIMPMT 746003411 910000	1,696.44						1,696.44
4/30/2024 HUMANA INS CO HCCLAIMPMT 46531307 8300005371	3,468.00						3,468.00
4/29/2024 Check 274	12,918.38						
4/29/2024 HNB - ECHO HCCLAIMPMT 746003411 440000206851	20,867.48						20,867.48
120,654.14	55,200.75						55,200.75

		MMC PORTION					NH PORTION
Transfer-Out	Transfer-In	QIPP/Comp1	QIPP/Comp 2	QIPP/Comp3	QIPP/Comp4&Lapse	QIPP TI	
5/3/2024 HNB - ECHO HCCLAIMPMT 746003411 440000201584	11,858.72						11,858.72
5/3/2024 UnitedHealthcare HCCLAIMPMT 746003411 124384	2,050.00						2,050.00
5/3/2024 HUMANA INS CO HCCLAIMPMT 46850475 8300005932	11,167.00						11,167.00
5/3/2024 DEVOTED HEALTH P HCCLAIMPMT 21000021712710	5,850.00						5,850.00
5/3/2024 CIGNA HCCLAIMPMT 166886425 01000013135046	4,080.00						4,080.00
5/2/2024 WIRE OUT CANTER HEALTH CARE CENTERS III	102,598.05						
5/2/2024 MANAGEANDNET1738 MNS PMNT 00000000003268 41	1,647.50						1,647.50
5/2/2024 DEVOTED HEALTH P HCCLAIMPMT 21000021435995	1,350.00						1,350.00
5/3/2024 HUMANA INS CO HCCLAIMPMT 46858430 8300005871	5,460.00						5,460.00
4/30/2024 Added to Account	269.03						269.03
4/30/2024 HNB - ECHO HCCLAIMPMT 746003411 440000758184	3,616.57						3,616.57
4/29/2024 Check 338	9,642.19						
4/29/2024 Deposit	6,036.00						6,036.00
4/29/2024 HNB - ECHO HCCLAIMPMT 746003411 440000206851	3,801.26						3,801.26
4/29/2024 UNITEDHEALTHCARE HCCLAIMPMT 746003411 224384	6,324.00						6,324.00
112,280.24	63,819.08						63,819.08

		MMC PORTION					NH PORTION
Transfer-Out	Transfer-In	QIPP/Comp1	QIPP/Comp 2	QIPP/Comp3	QIPP/Comp4&Lapse	QIPP TI	
5/2/2024 WIRE OUT CANTER HEALTH CARE CENTERS III	80,487.32						
5/3/2024 MANAGEANDNET1738 MNS PMNT 00000000004294 41	877.50						877.50
4/30/2024 Added to Account	63.77						63.77
4/30/2024 UnitedHealthcare HCCLAIMPMT 746003411 124384	2,580.00						2,580.00
4/29/2024 Check 246	10,890.73						
4/29/2024 HNB - ECHO HCCLAIMPMT 746003411 440000206851	1,984.83						1,984.83
4/29/2024 NOVITAS SOLUTION HCCLAIMPMT 675463 420000140	617.27						617.27
91,378.05	6,131.37						6,131.37

		MMC PORTION					NH PORTION
Transfer-Out	Transfer-In	QIPP/Comp1	QIPP/Comp 2	QIPP/Comp3	QIPP/Comp4&Lapse	QIPP TI	
5/3/2024 HNB - ECHO HCCLAIMPMT 746003411 440000200945	408.69						408.69
5/3/2024 HNB - ECHO HCCLAIMPMT 746003411 440000201584	13,645.93						13,645.93
5/3/2024 UHC COMMUNITY PL HCCLAIMPMT 746003411 910000	463.77						463.77
5/3/2024 UHC COMMUNITY PL HCCLAIMPMT 746003411 910000	40.06						40.06
5/3/2024 HUMANA INS CO HCCLAIMPMT 46854608 8300005932	4,480.00						4,480.00
5/3/2024 HEALTH HUMAN SVC HCCLAIMPMT 37460034113007 2	6,069.30						6,069.30
5/2/2024 WIRE OUT CANTER HEALTH CARE CENTERS III	113,957.00						
5/2/2024 MANAGEANDNET1738 MNS PMNT 00000000002482 41	4,625.00						4,625.00
5/1/2024 UnitedHealthcare HCCLAIMPMT 746003411 124384	9,000.00						9,000.00
5/1/2024 HUMANA CHA DISB HCCLAIMPMT 46708470 83000018	4,875.00						4,875.00
5/1/2024 HEALTH HUMAN SVC HCCLAIMPMT 37460034113007 2	9,720.57						9,720.57
4/30/2024 Added to Account	223.31						223.31
4/30/2024 HNB - ECHO HCCLAIMPMT 746003411 440000264392	7,497.76						7,497.76
4/30/2024 UHC COMMUNITY PL HCCLAIMPMT 746003411 910000	0.34						0.34
4/30/2024 HUMANA INS CO HCCLAIMPMT 46536408 8300005371	6,510.00						6,510.00
4/29/2024 Check 1100	10,486.12						
4/29/2024 Deposit	3,060.00						3,060.00
4/29/2024 MANAGEANDNET1738 MNS PMNT 00000000002482 41	6,273.50						6,273.50
4/29/2024 HNB - ECHO HCCLAIMPMT 746003411 440000206851	4,407.78						4,407.78
4/29/2024 HUMANA INS CO HCCLAIMPMT 46379735 8300005897	10,880.00						10,880.00
124,445.12	92,381.02						92,381.02

TOTALS

620,271.93	287,727.84						287,727.84
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Balances Overview

Account Name				
*4357 MEMORIAL MEDICAL CENTER - OPERATING	\$1,411,014.55	\$1,525,213.37	\$1,411,014.55	\$1,357,559.45
*4365 MEMORIAL MEDICAL CENTER - CLINIC SERIES 2014	\$543.86	\$543.86	\$543.86	\$543.86
*4373 MEMORIAL MEDICAL CENTER - PRIVATE WAIVER CLEARING	\$437.82	\$437.82	\$437.82	\$437.82
*4381 MEMORIAL MEDICAL CENTER / NH ASHFORD ✓	\$70,804.62 ✓✓	\$84,657.11	\$70,804.62	\$61,368.84
*4403 MEMORIAL MEDICAL CENTER / NH BROADMOOR ✓	\$55,300.75 ✓✓	\$68,739.91	\$55,300.75	\$44,823.91
*4411 MEMORIAL MEDICAL CENTER ✓ NH CRESCENT	\$63,610.07 ✓✓	\$82,172.37	\$63,610.07	\$28,604.35
*4438 MEMORIAL MEDICAL CENTER / SOLERA AT WEST HOUSTON ✓	\$92,281.02 ✓✓	\$95,368.33	\$92,281.02	\$67,173.27
*4446 MEMORIAL MEDICAL CENTER ✓ NH FORT BEND	\$6,231.37 ✓✓	\$11,821.37	\$6,231.37	\$6,231.37
*4454 MEMORIAL MEDICAL / NH GOLDEN CREEK HEALTHCARE	\$163,563.22	\$169,047.62	\$163,563.22	\$141,516.82
*4551 CAL CO INDIGENT HEALTHCARE	\$5,518.05	\$5,518.05	\$5,518.05	\$5,518.05
*5433 MMC -NH GULF POINTE PLAZA - PRIVATE PAY	\$858.11	\$858.11	\$858.11	\$858.11
*5441 MMC -NH GULF POINTE PLAZA - MEDICARE/MEDICAID	\$149.53	\$41,790.09	\$149.53	\$149.53
*5506 MMC -NH BETHANY SENIOR LIVING	\$360,223.08	\$360,223.08	\$360,223.08	\$355,037.24
*3407 MMC -NH TUSCANY VILLAGE	\$52,036.83	\$54,016.63	\$52,036.83	\$51,329.60
*3660 MMC -BETHANY SR LIVING - DACA	\$100.00	\$100.00	\$100.00	\$100.00
*2998 MMC -MONEY MARKET FUND	\$111,493.32	\$111,493.32	\$111,493.32	\$111,493.32
Total Balance	\$2,394,166.20	\$2,612,001.04	\$2,394,166.20	\$2,232,745.54

Memorial Medical Center
 Nursing Home UPL
 Weekly Nexion Transfer
 Prosperity Accounts
 5/6/2024

<u>Nursing Home</u>	<u>Account Number</u>	<u>Previous Beginning Balance</u>	<u>Transfer-Out</u>	<u>Transfer-In</u>	<u>Pending Deposits</u>	<u>Today's Beginning Balance</u>	<u>Amount to Be Transferred to Nursing Home</u>
Golden Creek		43,468.66	43,368.66	163,463.22		163,563.22	163,310.75
						Bank Balance Variance	
						163,563.22	
						Leave In Balance	100.00

Routing Information for Golden Creek:
 Nexion Health at Golden Creek
 Wells Fargo Bank, N.A.

April Interest 152.47 ✓
 May Interest _____
 June Interest _____
 Adjust Balance/Transfer Amt 163,310.75 ✓

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

5/6/2024

APPROVED ON
 MAY 06 2024
 BY COUNTY AUDITOR
 CALHOUN COUNTY, TEXAS



5/1/2024 Deposit
 5/2/2024 GOLDENCREEKHEALT MERC DEP 1220356 9100001150
 5/2/2024 WIRE OUT NERION HEALTH d/b/a GOLDEN CREEK HC
 5/2/2024 TSYS/TRANSFIRST CR CD DEP 542684551876917 91
 5/2/2024 GOLDENCREEKHEALT MERC DEP 1220356 9100001296
 5/3/2024 TSYS/TRANSFIRST CR CD DEP 543684555876917 91
 5/3/2024 HEALTH HUMAN SVC RECLAIMPMT 17460034112011 2
 4/30/2024 Added to Account
 4/30/2024 GOLDENCREEKHEALT MERC DEP 1220356 9100001125
 4/30/2024 GOLDENCREEKHEALT MERC DEP 1220356 9100001125
 4/29/2024 Check 210
 4/29/2024 Deposit
 4/29/2024 TSYS/TRANSFIRST CR CD DEP 542684555876917 91

MMC PORTION							NH PORTION
Transfer-Out	Transfer-In	QIPP/Comp1	QIPP/Comp 2	QIPP/Comp3	QIPP/Comp4	QIPP TI	
-	13,162.83						13,162.83
-	8,883.57						8,883.57
22,152.06	-						-
-	1,417.54						1,417.54
-	5,381.19						5,381.19
-	1,512.00						1,512.00
-	25,388.77						25,388.77
-	152.47						152.47
-	907.00						907.00
-	1,815.00						1,815.00
31,216.60	-						-
-	104,787.55						104,787.55
-	55.30						55.30
42,368.66	163,463.22						163,463.22

Balances Overview

Account Name				
*4357 MEMORIAL MEDICAL CENTER - OPERATING	\$1,411,014.55	\$1,525,213.37	\$1,411,014.55	\$1,357,559.45
*4365 MEMORIAL MEDICAL CENTER - CLINIC SERIES 2014	\$543.86	\$543.86	\$543.86	\$543.86
*4373 MEMORIAL MEDICAL CENTER - PRIVATE WAIVER CLEARING	\$437.82	\$437.82	\$437.82	\$437.82
*4381 MEMORIAL MEDICAL CENTER / NH ASHFORD	\$70,804.62	\$84,657.11	\$70,804.62	\$61,368.84
*4403 MEMORIAL MEDICAL CENTER / NH BROADMOOR	\$55,300.75	\$68,739.91	\$55,300.75	\$44,823.91
*4411 MEMORIAL MEDICAL CENTER / NH CRESCENT	\$63,610.07	\$82,172.37	\$63,610.07	\$28,604.35
*4438 MEMORIAL MEDICAL CENTER / SOLERA AT WEST HOUSTON	\$92,281.02	\$95,368.33	\$92,281.02	\$67,173.27
*4446 MEMORIAL MEDICAL CENTER / NH FORT BEND	\$6,231.37	\$11,821.37	\$6,231.37	\$6,231.37
*4454 MEMORIAL MEDICAL / NH GOLDEN CREEK HEALTHCARE ✓	\$163,563.22 ✓	\$169,047.62 ✓	\$163,563.22	\$141,516.82
*4551 CAL CO INDIGENT HEALTHCARE	\$5,518.05	\$5,518.05	\$5,518.05	\$5,518.05
*5433 MMC -NH GULF POINTE PLAZA - PRIVATE PAY	\$858.11	\$858.11	\$858.11	\$858.11
*5441 MMC -NH GULF POINTE PLAZA - MEDICARE/MEDICAID	\$149.53	\$41,790.09	\$149.53	\$149.53
*5506 MMC -NH BETHANY SENIOR LIVING	\$360,223.08	\$360,223.08	\$360,223.08	\$355,037.24
*3407 MMC -NH TUSCANY VILLAGE	\$52,036.83	\$54,016.63	\$52,036.83	\$51,329.60
*3660 MMC -BETHANY SR LIVING - DACA	\$100.00	\$100.00	\$100.00	\$100.00
*2998 MMC -MONEY MARKET FUND	\$111,493.32	\$111,493.32	\$111,493.32	\$111,493.32
Total Balance	\$2,394,166.20	\$2,612,001.04	\$2,394,166.20	\$2,232,745.54

Memorial Medical Center
 Nursing Home UPL
 Weekly HMG Transfer
 Prosperity Accounts
 5/6/2024

Nursing Home
~~Gulf Points Plaza Prosperity Plaza~~

Account Number	Previous Beginning Balance	Transfer-Out	Transfer-In	Cks Cleared	Pending Deposits	Today's Beginning Balance	Amount to Be Transferred to Nursing Home
	572.50		285.61			858.11	no transfer
					Bank Balance Variance	858.11	
					Leave in Balance	100.00	

Nursing Home
~~Gulf Points Plaza Prosperity Plaza~~

Account Number	Previous Beginning Balance	Transfer-Out	Transfer-In	Cks Cleared	Pending Deposits	Today's Beginning Balance	Amount to Be Transferred to Nursing Home
	69,692.98	69,592.98	49.53			149.53	
					Bank Balance Variance	149.53	
					Leave in Balance	100.00	
					Adjust Balance/Transfer Amt	49.53	

Routing information for Gulf Points Plaza:

TOTAL TRANSFERS 807.64

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

Approved: Andrew De Los Santos
 ANDREW DE LOS SANTOS 5/6/2024

MAY 06 2024

BY COUNTY AUDITOR
 CALHOUN COUNTY, TEXAS

[REDACTED]

5/2/2024 HNB - ECHO HCCLAIMPMT 746003411 44000255165
4/30/2024 Added to Account
4/30/2024 HNB - ECHO HCCLAIMPMT 746003411 44000267688

MMC PORTION							NH PORTION
Transfer-Out	Transfer-In	QIPP/Comp1	QIPP/Comp 2	QIPP/Comp3	QIPP/Comp4 & Lapse	QIPP TI	
	24.00						24.00
	8.41						8.41
	253.20						253.20
	285.61						285.61

[REDACTED]

5/2/2024 WIRE OUT HMG Rockport SNF, LP - Commerical
4/30/2024 Added to Account
4/30/2024 Check 1017

MMC PORTION							NH PORTION
Transfer-Out	Transfer-In	QIPP/Comp1	QIPP/Comp 2	QIPP/Comp3	QIPP/Comp4 & Lapse	QIPP TI	
65,044.38							
	49.53						49.53
4,548.60							
69,592.98	49.53						49.53
69,592.98	335.14						335.14

Balances Overview

Account Name

*4357 MEMORIAL MEDICAL CENTER - OPERATING	\$1,411,014.55	\$1,525,213.37	\$1,411,014.55	\$1,357,559.45
*4365 MEMORIAL MEDICAL CENTER - CLINIC SERIES 2014	\$543.86	\$543.86	\$543.86	\$543.86
*4373 MEMORIAL MEDICAL CENTER - PRIVATE WAIVER CLEARING	\$437.82	\$437.82	\$437.82	\$437.82
*4381 MEMORIAL MEDICAL CENTER / NH ASHFORD	\$70,804.62	\$84,657.11	\$70,804.62	\$61,368.84
*4403 MEMORIAL MEDICAL CENTER / NH BROADMOOR	\$55,300.75	\$68,739.91	\$55,300.75	\$44,823.91
*4411 MEMORIAL MEDICAL CENTER / NH CRESCENT	\$63,610.07	\$82,172.37	\$63,610.07	\$28,604.35
*4438 MEMORIAL MEDICAL CENTER / SOLERA AT WEST HOUSTON	\$92,281.02	\$95,368.33	\$92,281.02	\$67,173.27
*4446 MEMORIAL MEDICAL CENTER / NH FORT BEND	\$6,231.37	\$11,821.37	\$6,231.37	\$6,231.37
*4454 MEMORIAL MEDICAL / NH GOLDEN CREEK HEALTHCARE	\$163,563.22	\$169,047.62	\$163,563.22	\$141,516.82
*4551 GAL CO INDIGENT HEALTHCARE	\$5,518.05	\$5,518.05	\$5,518.05	\$5,518.05
*5433 MMC -NH GULF POINTE PLAZA - PRIVATE PAY ✓	\$858.11 ✓	\$858.11 ✓	\$858.11	\$858.11
*5441 MMC -NH GULF POINTE PLAZA - MEDICARE/MEDICAID ✓	\$149.53 ✓	\$41,790.09 ✓	\$149.53	\$149.53
*5506 MMC -NH BETHANY SENIOR LIVING	\$360,223.08	\$360,223.08	\$360,223.08	\$355,037.24
*3407 MMC -NH TUSCANY VILLAGE	\$52,036.83	\$54,016.63	\$52,036.83	\$51,329.60
*3660 MMC -BETHANY SR LIVING - DACA	\$100.00	\$100.00	\$100.00	\$100.00
*2998 MMC -MONEY MARKET FUND	\$111,493.32	\$111,493.32	\$111,493.32	\$111,493.32
Total Balance	\$2,394,166.20	\$2,612,001.04	\$2,394,166.20	\$2,232,745.54

Memorial Medical Center
 Nursing Home UPL
 Weekly Tuscan Transfer
 Prosperity Accounts
 5/6/2024

Nursing Home
Tuscan UPL

Account	Previous Beginning Balance	Transfer-Out	Transfer-In	Ck. Cleared	Pending Deposits	Today's Beginning Balance	Amount to Be Transferred to Nursing Home
	401,994.49	401,894.49	51,936.83			52,036.83	51,936.83
						Bank Balance Variance	52,036.83
						Leave in Balance	100.00

Note: Only balances of over \$5,000 will be transferred to the nursing home.
 Note 2: Each account has a base balance of \$100 that MMC deposited to open account.

Adjust Balance/Transfer Amt 51,936.83
 Approved: Andrew De Los Santos
 ANDREW DE LOS SANTOS 5/6/2024

APPROVED ON

MAY 06 2024

BY COUNTY AUDITOR
 CALHOUN COUNTY, TEXAS

Trustee/Manager

5/3/2024 HNB - ECHO HCCLAIMPMT 745003411 440000200945
 5/2/2024 WIRE OUT VILLAGE POST ACUTE HEALTH SERVICE
 5/1/2024 NOVITAS SOLUTION HCCLAIMPMT 676201 420000124
 5/1/2024 Deposit
 5/1/2024 NOVITAS SOLUTION HCCLAIMPMT 676201 420000192
 4/30/2024 Added to Account
 4/30/2024 HNB - ECHO HCCLAIMPMT 746003411 440000267997
 4/30/2024 HNB - ECHO HCCLAIMPMT 746003411 440000267688
 4/29/2024 Check 1153
 4/29/2024 Deposit

	Transfer-Out	Transfer-In	MMC PORTION				NH PORTION
			QIPP/Comp 1	QIPP/Comp 2	QIPP/Comp 3	QIPP/Comp 4&Lapse	
	-	707.23	-	-	-	-	707.23
	380,407.73 ✓	-	-	-	-	-	-
	-	2,071.29	-	-	-	-	2,071.29
	-	26,184.36	-	-	-	-	26,184.36
	-	2,830.33	-	-	-	-	2,830.33
	-	320.22	-	-	-	-	320.22
	-	8,678.84	-	-	-	-	8,678.84
	-	3,464.65	-	-	-	-	3,464.65
	21,486.76 ✓	-	-	-	-	-	-
	-	7,679.91	-	-	-	-	7,679.91
	401,894.49 ✓	51,936.83 ✓	-	-	-	-	51,936.83 ✓

Balances Overview

Account Name				
*4357 MEMORIAL MEDICAL CENTER - OPERATING	\$1,411,014.55	\$1,525,213.37	\$1,411,014.55	\$1,357,559.45
*4365 MEMORIAL MEDICAL CENTER - CLINIC SERIES 2014	\$543.86	\$543.86	\$543.86	\$543.86
*4373 MEMORIAL MEDICAL CENTER - PRIVATE WAIVER CLEARING	\$437.82	\$437.82	\$437.82	\$437.82
*4381 MEMORIAL MEDICAL CENTER / NH ASHFORD	\$70,804.62	\$84,657.11	\$70,804.62	\$61,368.84
*4403 MEMORIAL MEDICAL CENTER / NH BROADMOOR	\$55,300.75	\$68,739.91	\$55,300.75	\$44,823.91
*4411 MEMORIAL MEDICAL CENTER / NH CRESCENT	\$63,610.07	\$82,172.37	\$63,610.07	\$28,604.35
*4438 MEMORIAL MEDICAL CENTER / SOLERA AT WEST HOUSTON	\$92,281.02	\$95,368.33	\$92,281.02	\$67,173.27
*4446 MEMORIAL MEDICAL CENTER / NH FORT BEND	\$6,231.37	\$11,821.37	\$6,231.37	\$6,231.37
*4454 MEMORIAL MEDICAL / NH GOLDEN CREEK HEALTHCARE	\$163,563.22	\$169,047.62	\$163,563.22	\$141,516.82
*4551 CAL CO INDIGENT HEALTHCARE	\$5,518.05	\$5,518.05	\$5,518.05	\$5,518.05
*5433 MMC -NH GULF POINTE PLAZA - PRIVATE PAY	\$858.11	\$858.11	\$858.11	\$858.11
*5441 MMC -NH GULF POINTE PLAZA - MEDICARE/MEDICAID	\$149.53	\$41,790.09	\$149.53	\$149.53
*5506 MMC -NH BETHANY SENIOR LIVING	\$360,223.08	\$360,223.08	\$360,223.08	\$355,037.24
*3407 MMC -NH TUSCANY VILLAGE	\$52,036.83	\$54,016.63	\$52,036.83	\$51,329.60
*3660 MMC -BETHANY SR LIVING - DACA	\$100.00	\$100.00	\$100.00	\$100.00
*2998 MMC -MONEY MARKET FUND	\$111,493.32	\$111,493.32	\$111,493.32	\$111,493.32
Total Balance	\$2,394,166.20	\$2,612,001.04	\$2,394,166.20	\$2,232,745.54

Memorial Medical Center
 Nursing Home UPL
 Weekly HSL Transfer
 Prosperity Accounts
 5/6/2024

Nursing Home	Account	Previous Beginning Balance	Transfer-Out	Transfer-In	Gas Cleared	Pending Medicare Repayment	Today's Beginning Balance	Amount to Be Transferred to Nursing Home
Baywood Senior Living		159,136.37	159,016.37	360,123.05			360,223.04	359,928.67
						Bank Balance Variance	360,223.04	
						Leave in Balance	100.00	

APPROVED ON

MAY 06 2024

Note: Only balances of over \$5,000 will be transferred to the nursing home.
 Note 2: Each account has a base balance of \$100 that MMHC deposited to open account.

April Interest 194.41 ✓
 May Interest
 June Interest
 Adjust Balance/Transfer Amt 359,928.67
 Approved: *Andrew De los Santos*
 ANDREW DE LOS SANTOS 5/6/2024

BY COUNTY AUDITOR
 CALHOUN COUNTY, TEXAS

Account Number: [REDACTED]

5/3/2024 Deposit
 5/2/2024 WIRE OUT PORT LAVACA NH, LLC
 5/2/2024 Deposit
 5/2/2024 Deposit
 5/2/2024 Deposit
 5/2/2024 Deposit
 4/30/2024 Added to Account
 4/30/2024 HDC SWEEP FAC N236 31318961929105 SWEEP FR
 4/30/2024 HMB - ECHO HCCLAIMPMT 766003411 440000268184
 4/30/2024 NOVITAS SOLUTION HCCLAIMPMT 676481 420000195
 4/30/2024 HEALTH HUMAN SVC HCCLAIMPMT 17460034113016 2
 4/29/2024 Check 1041
 4/29/2024 Deposit
 4/29/2024 NOVITAS SOLUTION HCCLAIMPMT 676481 420000140
 4/29/2024 HEALTH HUMAN SVC HCCLAIMPMT 17460034113016 2

Transfer-Out	Transfer-In	MMCP PORTION					MM PORTION
		QIPP/Comp1	QIPP/Comp 2	QIPP/Comp3	QIPP/Comp4&Lapse	QIPP Y1	
-	5,185.84	-	-	-	-	-	5,185.84
138,303.81	-	-	-	-	-	-	-
-	9,237.07	-	-	-	-	-	9,237.07
-	8,974.01	-	-	-	-	-	8,974.01
-	50,533.70	-	-	-	-	-	50,533.70
-	26,691.44	-	-	-	-	-	26,691.44
-	194.41	-	-	-	-	-	194.41
-	1,685.40	-	-	-	-	-	1,685.40
-	2,338.28	-	-	-	-	-	2,338.28
-	16,717.92	-	-	-	-	-	16,717.92
-	3,427.50	-	-	-	-	-	3,427.50
20,732.56	-	-	-	-	-	-	-
-	78,942.20	-	-	-	-	-	78,942.20
-	155,220.63	-	-	-	-	-	155,220.63
-	979.68	-	-	-	-	-	979.68
159,036.37	360,123.08	-	-	-	-	-	360,123.08

Balances Overview

Account Name

*4357 MEMORIAL MEDICAL CENTER - OPERATING	\$1,411,014.55	\$1,525,213.37	\$1,411,014.55	\$1,357,559.45
*4365 MEMORIAL MEDICAL CENTER - CLINIC SERIES 2014	\$543.86	\$543.86	\$543.86	\$543.86
*4373 MEMORIAL MEDICAL CENTER - PRIVATE WAIVER CLEARING	\$437.82	\$437.82	\$437.82	\$437.82
*4381 MEMORIAL MEDICAL CENTER / NH ASHFORD	\$70,804.62	\$84,657.11	\$70,804.62	\$61,368.84
*4403 MEMORIAL MEDICAL CENTER / NH BROADMOOR	\$55,300.75	\$68,739.91	\$55,300.75	\$44,823.91
*4411 MEMORIAL MEDICAL CENTER / NH CRESCENT	\$63,610.07	\$82,172.37	\$63,610.07	\$28,604.35
*4438 MEMORIAL MEDICAL CENTER / SOLERA AT WEST HOUSTON	\$92,281.02	\$95,368.33	\$92,281.02	\$67,173.27
*4446 MEMORIAL MEDICAL CENTER / NH FORT BEND	\$6,231.37	\$11,821.37	\$6,231.37	\$6,231.37
*4454 MEMORIAL MEDICAL / NH GOLDEN CREEK HEALTHCARE	\$163,563.22	\$169,047.62	\$163,563.22	\$141,516.82
*4551 CAL CO INDIGENT HEALTHCARE	\$5,518.05	\$5,518.05	\$5,518.05	\$5,518.05
*5433 MMC -NH GULF POINTE PLAZA - PRIVATE PAY	\$858.11	\$858.11	\$858.11	\$858.11
*5441 MMC -NH GULF POINTE PLAZA - MEDICARE/MEDICAID	\$149.53	\$41,790.09	\$149.53	\$149.53
*5506 MMC -NH BETHANY SENIOR LIVING	\$360,223.08	\$360,223.08	\$360,223.08	\$355,037.24
*3407 MMC -NH TUSCANY VILLAGE	\$52,036.83	\$54,016.63	\$52,036.83	\$51,329.60
*3660 MMC -BETHANY SR LIVING - DACA	\$100.00	\$100.00	\$100.00	\$100.00
*2998 MMC -MONEY MARKET FUND	\$111,493.32	\$111,493.32	\$111,493.32	\$111,493.32
Total Balance	\$2,394,166.20	\$2,612,001.04	\$2,394,166.20	\$2,232,745.54

Crescent

MEMORIAL MEDICAL CENTER CHECK REQUEST

P Tuscany Village

Date Requested: 5/6/2024

A _____

Y _____

E _____ APPROVED ON

E _____ MAY 06 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

FOR ACCT USE ONLY

- Imprest Cash
- A/P Check
- Mail Check to Vendor
- Return Check to Dept

AMOUNT: \$ 8,479.08

G/L NUMBER: 21400007

EXPLANATION: Claim Payment Transfer

REQUESTED BY: Michelle Cumberland

AUTHORIZED BY: Andrew D. G. Lintner

5/6/24