

CALDWELL COUNTY COMMISSIONERS COURT
Regular Meeting September 17, 2012, 9:00 a.m.
1403 Blackjack Street, Lockhart, Texas 78644



TOM D. BONN County Judge
CAROL HOLCOMB County Clerk

JOHN P. CYRIER Commissioner Pct. 1
FRED F. BUCHHOLTZ Commissioner Pct. 2
NETO MADRIGAL Commissioner Pct. 3
JOE IVAN ROLAND Commissioner Pct. 4

Call Meeting to order.

- 09.17.01 Invocation-** Caldwell County Christian Ministries.
A member of Caldwell County Christian Ministries opened the meeting with prayer.
- 09.17.02 Pledge of Allegiance to the Flags.** (Texas Pledge: Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible).
Judge Bonn led all present in Pledge to both Flags.
- 09.17.03 Announcements:** Items or comments from Court Members or Staff.
Commissioner Cyrier reminded everyone that the second workshop with the City Council will be Wednesday, September 19, 2012. There is also a transportation meeting September 20, 2012, 4:30-7:30 p.m. at the First Lockhart Baptist Church Fellowship Hall, Lockhart, TX. It will be a question and answer open house.
- 09.17.04 Citizens' Comments:** At this time any person may speak to Commissioners Court if they have filled out a Caldwell County Commissioners Court Participation Form. Comments will be limited to four (4) minutes per person. No action will be taken on these items and no discussion will be had between the speaker(s) and members of the Court. The Court does retain the right to correct factual inaccuracies made by the speakers. (If longer than 30 minutes, then the balance of comments will continue as the last agenda item of the day).
No one was signed up to speak.
- 09.17.05 Commissioners Court Minutes.** Approval of August 30, 2012, & September 10, 2012 Minutes.
Motion made by Commissioner Cyrier, second by Commissioner Buchholtz to approve the minutes of August 30, 2012, & September 10, 2012 Minutes. All Voting "Aye"

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- 09.17.06 Consent Agenda.** (Any member of the Court may request that an item within the Consent Agenda be moved to the Regular Agenda for further discussion and action).
Commissioner Buchholtz would like to remove agenda item A to separate item for discussion. Items B and C will be left in Consent Agenda
B. Approve child support registry contract with Office of the Attorney General.
C. Approve imaging contract between County Clerk and Countywide Abstract & Title, Inc.
Motion made by Commissioner Cyrier, second by Commissioner Roland to approve Consent Items B & C. All Voting "Aye"

- 09.17.07 County Administrator Report/Presentation.**
A. Sales Tax Report
B. Federal Inmate Revenue Report
C. Septic and Subdivision Fees Report
County Administrator Ron Heggemeier reports that amounts on reports A & B are exceeding the budgeted amounts for the year. Item C was not available. He informed the Court that the Ad Valorem Taxes collected were also above the budgeted amount.

Consent Agenda Item Separated


- A.** Approve a Family Land Grant exception to the Caldwell County Development Ordinance platting requirements for property located on Dale Lane (a portion of the Joseph Burleson Survey A-3) for applicant Jay Pittman.
Motion made by Commissioner Roland, second by Commissioner Cyrier to approve the Family Land Grant exception to the Caldwell County Development Ordinance platting requirements for property located on Dale Lane (a portion of the Joseph Burleson Survey A-3) for applicant Jay Pittman. All Voting "Aye"

- 09.17.08 Special Presentations.**
A. Progress on the feral hog program and the Keep Lockhart Beautiful. Plum Creek/Town Branch Cleanup given by Nick Dornak, Plum Creek Watershed Coordinator.
Nick Dornak gave an update on the status of Keep Lockhart Beautiful Project on Sept 22, 2012. This is held at Lockhart City Park. There will be informational booths and activities for the children as well. He is also working with Mike Bittner to use the CAPCOG grant for the Precinct cleanup events. The dates have been set for Oct 20- Pct. 3, Jan 12, 2013-Pct. 2, April 6, 2013-Pct. 4, June 1, 2013-Pct 1. He updates the Court on the program for the feral hogs. There will be an educational event held with Agri-Life in Luling on October 16, 2012. It will be held at the Foundation Farm. Collection of hog tails will be at the Scott Annex, beginning October 2 thru the end of the year. There will be prizes given and a Grand Prize issued by Cabelas for the most tails turned in.

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(ALL OTHER AGENDA ITEMS)

- 09.17.09 Discussion/Action** to open bids for the Caldwell County Unit Road System on Flexible Base, Aggregate, Asphalt Materials, Fuel (Regular, Unleaded/No. 2 Diesel), Oil and Lubricants for the Budget Year 2012-2013.
Judge Bonn opened the bids and read them aloud for record. Dwight Jeffrey, Unit Road Administrator and Larry Roberson, Caldwell County Auditor will review bids for advisement for Commissioners Court approval.
- 09.17.10 Discussion/Action** concerning acceptance of low bid for the electrical project at the Tax Assessor Office.
Motion made by Commissioner Cyrier, second by Commissioner Madrigal to award bid to Grumbles Electric for the electrical work at Tax Assessors Office in the amount of \$5,562.00, subject to the work being done after hours. All Voting "Aye"
- 09.17.11 Adjournment**
Motion made by Commissioner Buchholtz, second by Commissioner Roland to Adjourn. All Voting "Aye"

 TOM.D. BONN, County Judge

COUNTY OF CALDWELL

STATE OF TEXAS

IMAGING CONTRACT

On behalf of Caldwell County, Caldwell County Clerk's Office (the Clerk) and Austin Data, Inc. (the Customer) now enters into the following contract:

1. On a weekly basis, the Clerk will provide the Customer with electronic copies of all approved documents in which the indexing and pages have been checked over the previous week (the Documents).
2. The Clerk will supply its own electronic media on which to copy the Documents. The Electronic media so provided becomes the property of the Customer. The Clerk will not use any electronic media provided by the Customer to store the Documents.
3. In return for provision of the Documents, the Customer will pay the Clerk a flat rate of \$110 per month for labor and materials, due on the first day of each month.
4. If the Customer requests electronic copies of documents more frequently than weekly, the Customer shall pay the Clerk an additional charge of \$25 per additional request.
5. The Customer agrees not to use or sell any of the data acquired from the Clerk for marketing or sales purposes.
6. Either party may terminate this contract upon 10 days written notice.
7. The Contract is subject to the laws and jurisdiction of the State of Texas. The parties agree that exclusive venue and jurisdiction for any legal action under the Contract will lie in the district courts of Caldwell County, Texas.

Entered into on the 8 day of ^{OCT} ~~September~~, 2012.

FOR CALDWELL COUNTY:



Tom Bonn
Caldwell County Judge

FOR THE CUSTOMER



Ker Wagner
Austin Data, Inc.

ATTEST:

Carol Holcomb
Caldwell County Clerk

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