



Notice of Meeting
Commissioners Court of Caldwell County, Texas

Notice is hereby given that a meeting of the Caldwell County Commissioners Court will be held on the 16th day of September 2013 at 9:00 A.M. in the Commissioners Courtroom located at 1403 Blackjack Street, Lockhart, Texas at which time the following subjects will be discussed, considered, passed or adopted, to wit:

Note: Commissioners Court Meeting packets are prepared several days prior to each meeting. This information is reviewed and studied by the Court members, eliminating lengthy discussions to gain a basic understanding. Timely action and short discussion on agenda items does not reflect lack of thought or analysis on the part of the Court.

Start times for regular agenda items are tentative; some items may be held earlier or later than the scheduled time.

Agenda

Call Meeting to order.

09.16.01 Invocation- Caldwell County Christian Ministries.

09.16.02 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).

09.16.03 Announcements: Items or comments from Court Members or Staff.

09.16.04 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).

09.16.05 Commissioners Court Minutes. (9-4-13 & 9-9-13)

09.16.06 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).

A. To approve annual service contract for maintenance of the Seth Thomas tower clock in the courthouse to commence September 2013. **Cost: \$1,750.00** (no increase); **Speaker:** Judge Bonn ; **Backup:** 1

B. To approve annual maintenance contract with CIRA, Texas Association of Counties, to host and maintain County's website beginning January 2014. **Cost:** \$1,050.00; **Backup:** 1

- C. To approve Texans Feeding Texans: Home-Delivered Meal Grant Program Resolution No. 23-2013 to Combines Community Action, Inc. who provide home delivered meals services to homebound citizens and/or have a disability.; **Cost:** \$1,300.00 ; **Backup:** 1.
- D. To approve motion to approve a Family Land Grant exception to platting concerning property located on Old McMahan Road. (James Pinchback Survey A-242) Applicant: Cheryl Spoor & Denise Shaw.; **Cost** 0; **Backup:** 1
- E. To grant quitclaim deed for any interest Caldwell County may have in Lots 8 and 9, Block 2, San Fernando Addition, Caldwell County, also referred to as 820 Neches Street, Lockhart Texas 78644. **NOTE:** Buyer is requesting this to resolve a title issue. The property was sold to the County for unpaid taxes in 1951 and later redeemed, but there is no record of redemption. Tax rolls and heirship affidavits do show the property owner paying taxes on the home from 1953 until death.

09.16.07 County Reports/Special Presentations.

- A. Tax Collection Report-Larry Roberson, County Auditor-Attached

(ALL OTHER AGENDA ITEMS)

- 09.16.08 Discussion/Action** to approve joint project with the City of Lockhart to chip and seal the following gravel streets; Maple Street, Patton Lane, Old Kelley Road and Horseshoe Road. City of Lockhart would prepare the roads and provide the liquid asphalt and topping materials. County would provide the labor and equipment for the paving of the roads. **Cost: 0; Speaker:** Commissioner Muñoz/ Mayor White ; **Backup:**
- 09.16.09 Discussion/Action** to approve Service Agreement with Motorola Solutions contract Number S00001017254 start date 10-/01/2013 ending 09/30/2014 for maintenance and software for the Radio Network System and **Cost: \$68,411.00 ; Speaker:** Judge Bonn ; **Backup:** 1
- 09.16.10 Discussion/Action to open** bids for Aggregate, Asphalt Materials, Flexible Base, Fuel (Regular Unleaded and #2 Diesel), Oil & Lubricants for the budget year 2013-2014. **Cost: 0 ; Speaker:** Judge Bonn/Larry Roberson/Dwight Jeffrey ; **Backup:** 1
- 09.16.11 Discussion/Action** to amend Caldwell County Commissioners Court Rules of Procedure, Conduct, and Decorum section 3.03 regarding numbering of meeting agenda items by inserting the underlined text as follows:

Each agenda item shall have a number which shall be the number of the year followed by a period, then the number of the month followed by a period, then they day of the month followed by a period, and then the number assigned by the County Judge starting with number one and then going up for each Agenda Item (Example 2013.11.14.5 which would be the 5th item on the November 14th, 2013 Agenda.) **Cost:** 0; **Speaker:** Judge Bonn; **Backup:** 1.

- 09.16.12 Discussion/Action** concerning approval of fee proposal for the required TAS (Texas Department of Licensing and Registration) review and approval of the required TAS renovations to the Luling Annex. **Cost:** \$4,500.00 ; **Speaker:** Commissioner Buchholtz ; **Backup:** 1
- 09.16.13 Discussion/Action** concerning approval of Interlocal Agreement with Rockwall County for Contractual Obligations and voting equipment and supplies received with the Texas Effective Absentee Systems for Election (EASE) Grant. **Cost:** 0 ; **Speaker:** Judge Bonn/Pam Ohlendorf ; **Backup:** 1
- 09.16.14 Discussion/Action** regarding Burn Ban.
Cost: 0 ; **Speaker:** Judge Bonn ; **Backup:**
- 09.16.15 Adjournment**

As authorized by the Texas Government Code, the Commissioners' Court of Caldwell, County, Texas reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any of the matters listed above as they may relate to Texas Government Code Section 551.071(1) (Consultation with Attorney about pending or contemplated litigation or settlement offers); Texas Government Code Section 551.071(2) (Consultation with Attorney when the Attorney's obligations under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas conflicts with Chapter 551 of the Texas Government Code); Texas Government Code Section 551.072 (Deliberations About Real Property); Texas Government Code Section 551.073 (Deliberations about Gifts and Donations); Texas Government Code Section 551.074 (Personnel Matters); Texas Government Code Section 551.0745 (Deliberations about a County Advisory Body); Texas Government Code Section 551.076 (Deliberations about Security Devices); and Texas Government Code Section 551.087 (Economic Development Negotiations).

In the event that the Court adjourns into Executive Session, unless otherwise specified on the agenda, the Court will announce any other parties who are authorized to be present during the deliberations in Executive Session and will announce under what section of the Texas Government Code the Commissioner's Court is using as it's authority to enter into an Executive Session. The meeting facility is wheelchair accessible and accessible parking spaces are available. Request for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the County Judge's office at 512-398-1808 for further information.

www.co.caldwell.tx.us

**Invocation- Caldwell County
Christian Ministries**

**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).**

Announcements:
Items or comments from Court
Members or Staff.

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).

**09.16.05 Commissioners Court
Minutes.**

(9-4-13 & 9-9-13)

**CALDWELL COUNTY
COMMISSIONERS COURT MINUTES
1403 Blackjack Street, Lockhart, Texas
Special Meeting September 4, 2013 9:00 a.m.**



TOM D. BONN County Judge
CAROL HOLCOMB County Clerk

ALFREDO MUÑOZ Commissioner Pct. 1
FRED F. BUCHHOLTZ Commissioner Pct. 2
NETO MADRIGAL Commissioner Pct. 3
JOE IVAN ROLAND Commissioner Pct. 4

Call Meeting to order.

09.04.01 **Invocation-** Caldwell County Christian Ministries
Meeting was opened with a moment of silence.

09.04.02 **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 those present in the Pledge to both Flags.

09.04.03 **Announcements:** Items or comments from Court Members or Staff.
Judge Bonn corrected the article in the Lockhart Post Register this past week. The money that is being given to the Hays County 110 project will be coming from the CAMPO money that was received. Commissioner Muñoz reminded everyone that the opening of the new animal shelter was at 9:00 a.m. on Saturday morning. He said that he had rode with Deputy Constable Steve Holmann on Tuesday. He described it as an eye opener to a thankless job, a side of the city that many don't see. Judge Bonn announced the fund raiser for the Mid-County Volunteer Fire Department. It would be on September 7th, at Cedar Hall. Commissioner Roland said that he attended the TAC conference and he was very pleased with the information and the thorough explanations for the different changes coming into effect. Commissioner Madrigal and Judge Bonn questioned a new event that they had heard of planned for the tubing business in Martindale. Chief Deputy David Brent informed them that TABC had been on the Texas State campus and the event was not going to take place.

09.04.04 **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).
None

09.04.05 **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).
A. To execute order relating to the official court reporters of the 421st, 22nd and 207th Judicial District Court and Auditor of the County of Caldwell.

COMMISSIONERS COURT MINUTES
Special Meeting on September 4, 2013

B. To reappoint Judge Bonn to the Bluebonnet Trails Community MHR Board of Trustees,(MHR Board) to serve a two year term beginning September 1, 2013

C. To appoint of Judge Bonn to the Capital Area Metropolitan Planning Organization Transportation Policy Board (CAMPO).

Motion made by Commissioner Buchholtz, second by Commissioner Muñoz to approve Consent Agenda. All Voting "Aye"

- 09.04.06 Discussion/Action** to open and award bid for the Renovation of the Luling Annex Building Bid # 00012.
Bids were opened for the Renovation of the Luling Annex Building Bid # 00012 and were read aloud by Judge Bonn. They were from ALPHA Corp., Luling Machine and Welding, Real Country Aire, Beicker Insealation, Reyna Drywall and Paint, Motion made by Commissioner Buchholtz, second by Commissioner Muñoz for Commissioner Buchholtz, Maintenance Supervisor Curtis Weber and County Engineer Bill Gardner to get together and look over the bids. The agenda item will be back on the next agenda for September 9th to discuss the bids. All Voting "Aye"

Public Hearing begins: 9:23 a.m.

- 09.04.07 Public Hearing** 9:15 A.M. on Caldwell County Tax Rate
No Citizens spoke.

Public Hearing Ends: 9:24 a.m.

Public Hearing Begins: 9:30

- 09.04.08 Public Hearing** 9:30 A.M. on 2013-2014 Caldwell County Proposed Budget
Judge Bonn read opening letter explaining budget adjustments. No citizens spoke.

Public Hearing Ends: 9:33 a.m.

- 09.04.09 Discussion/Action on 2013-2014 Caldwell County Proposed Budget** as required by section 111.008(a) of the Local Government Code. Pursuant to section 111.008(b), the commissioner's court may make any changes in the proposed budget that it considers warranted by the law and required by the interest of the taxpayers.
Budget adjustments were made to the machinery and equipment was reduced to \$10,000 and miscellaneous was reduced to \$5,000.00 to keep both Animal Control Officers and to fund a portion of the Courthouse Security plan. Training for Constable Pct. 3 has been increased. Also to add the wage for the fleet maintenance supervisor \$33,913.00 and mechanic remain at \$32,100.00 **Motion made** by Commissioner Roland, second by Commissioner Madrigal to move \$85,000 over from Contingency to the Unit Road for gravel. Roll Call Vote: Commissioner Muñoz-Yes, Commissioner Buchholtz-Yes, Commissioner Madrigal-Yes, Commissioner Roland-Yes, Judge Bonn-No. Judge Bonn summarized the changes that were agreed on for the approval of 2013-2014 budget.
Motion made by Commissioner Buchholtz, second by Commissioner Muñoz to approve the changes that were outlined for the budget. Roll Call Vote: Commissioner Muñoz-Yes, Commissioner Buchholtz-Yes, Commissioner Madrigal-Yes, Commissioner Roland-Yes, Judge Bonn-Yes.
Motion made by Commissioner Muñoz, second by Commissioner Madrigal to approve the Caldwell County Budget 2013-2014. Roll Vote- Commissioner Muñoz-Yes, Commissioner Buchholtz- Yes, Commissioner Madrigal- Yes, Commissioner Roland-Yes, Judge Bonn- Yes.

COMMISSIONERS COURT MINUTES
Special Meeting on September 4, 2013

- 09.04.10** **Discussion/Action** to ratify the property tax increase reflected in the budget as required by section 111.008(c) of the Local Government Code because the budget will require raising more revenue from property taxes than in the previous year.
Motion made by Commissioner Muñoz, second by Commissioner Buchholtz to ratify the property tax increase reflected in the budget as required by section 111.008(c) of the Local Government Code because the budget will require raising more revenue from property taxes than in the previous year. All Voting "Aye"
- 09.04.11** **EXECUTIVE SESSION** pursuant to section 551.0725 of the Texas Government Code to deliberate business and financial issues relating to negotiations regarding a proposed development agreement between Caldwell County and Walton Texas, LP for regulation of subdivision and approval for Cotton Center.
NOTE: Prior to conducting the executive session, the commissioner's court must vote unanimously that deliberation in an open meeting would have a detrimental effect on the position of the commissioner's court in negotiations with Walton Texas, LP. In addition, the attorney advising the commissioner's court must issue a written determination that deliberation in an open meeting would have a detrimental effect on the position of the commissioner's court in negotiations with Walton Texas, LP.
Motion made by Commissioner Buchholtz, second by Commissioner Roland that there is a need for Executive Session due to deliberation in an open meeting would have a detrimental effect on the position of the commissioner's court in negotiations with Walton Texas, LP. Roll Call Vote- Commissioner Muñoz- Yes, Commissioner Buchholtz-Yes, Commissioner Madrigal-Yes, Commissioner Roland-Yes, Judge Bonn-Yes. In addition, Mack Harrison, the attorney advising the commissioner's court issued a written determination that deliberation in an open meeting would have a detrimental effect on the position of the commissioner's court in negotiations with Walton Texas, LP.
No Action Taken.

Executive Session Begins: 11:08 a.m.

Court Reconvenes-11:50 a.m.

- 09.04.12** **Discussion/Action** relating to negotiations regarding a proposed development agreement between Caldwell County and Walton Texas, LP for regulation of subdivision and approval for Cotton Center.
Motion made by Commissioner Madrigal, second by Commissioner Roland to let District Attorney Mack Harrison proceed with negotiations with Walton Texas LP. All Voting "Aye"
- 09.04.13** **Adjournment**
Motion made by Commissioner Muñoz, second by Commissioner Buchholtz to Adjourn. All Voting "Aye"

TOM D. BONN, County Judge

CALDWELL COUNTY
COMMISSIONERS COURT MINUTES
1403 Blackjack Street, Lockhart, Texas
Regular Meeting September 9, 2013 9:00 a.m.



TOM D. BONN County Judge
CAROL HOLCOMB County Clerk

ALFREDO MUÑOZ Commissioner Pct. 1
FRED F. BUCHHOLTZ Commissioner Pct. 2
NETO MADRIGAL Commissioner Pct. 3
JOE IVAN ROLAND Commissioner Pct. 4

Call Meeting to order.

- 09.09.01 Invocation.** Caldwell County Christian Ministries.
John Griffin with Bread of Life Church in Tilmon with prayer.
- 09.02.02 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 the Pledge to both flags.
- 09.09.03 Announcements:** Items or comments from Court Members or Staff.
Judge Bonn said that he had received an e-mail from the Construction manager at risk and the architect that the demolition done by the County has saved approximately \$100,000.00. He also let the court know that he had attended the Probate Judges conference this past weekend in San Antonio. Commissioner Muñoz attended the opening of the new animal shelter and the Mid-County Volunteer Fire Department fund raiser. Commissioner Roland also attended the Mid County fund raiser. Judge Bonn thanked them for attending.
- 09.09.04 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).
Susan Stewart spoke to the court concerning Agenda item #13, the investment of \$10,000.00 to the Greater San Marcos Partnership. She asked about the return on the investment. She also brought to the attention was that there was not a lot of information about Caldwell County. She feels that there could be a better way to benefit our County.
Michael Kamerlander Vice President Greater San Marcos Partnership gave a brief overview of the history and development of the Partnership. There are many opportunities for the growth and economic development of Caldwell and Hays County He addressed questions from the court and the citizens and welcomed input from the community.

COMMISSIONERS COURT MINUTES
Regular Meeting on September 9, 2013

- 09.09.05 Commissioners Court Minutes.** Approval of August 26, 2013 Minutes.
Motion made by Commissioner Buchholtz, second by Commissioner Roland to approve minutes dated August 26, 2013. All Voting "Aye"
- 09.09.06 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).
- A. Budget Amendment #14** transfer unused balances to Machinery and Equipment to allow for the purchase of a radar unit, a desktop computer and a laptop computer.
- B. Budget Amendment #15** transfer \$3,500.00 to Trial Expense to cover overage for the year for the annual maintenance for the finger printing machine.
- C. Budget Amendment #16** transfer funds \$65,637.00 from Lockhart EMS to Luling EMS to cover the County's share of an ambulance purchased in July. The Lockhart EMS was budgeted for a full year prior to the 1115 Waiver with the City of Lockhart.
- D. To approve** Proclamation declaring October 2013 National Domestic Violence Awareness Month.
- E. To amend article**, § D. Variance Procedures, of the Caldwell County Flood Damage Prevention Ordinance (passed on May 21, 2012) by deleting the strikethrough text and inserting the underlined text in subsection (1) as follows:
The Appeal Board, shall consist of the County Judge, the County ~~Administrator~~ Engineer, and the County Commissioner whose precinct contains the site at issue, shall hear and render judgment on requests for variances from the requirements of this ordinance.
- F. Pay Bills**
Commissioner Madrigal would like to move **Item E** from Consent Agenda and discuss separately. Motion made by Commissioner Madrigal, second by Commissioner Muñoz to approve Consent Agenda minus Item E. All Voting "Aye"
- 09.09.07 Reports**
- A.** Monthly report of cash receipts, disbursements, and bank balances of County Funds.
Lori Rangel, Caldwell County Treasurer reported the Monthly report of cash receipts, disbursements, and bank balances of County Funds.
- B.** Septic and Subdivision – Kasi Miles, Sanitation Officer
Commissioner Roland read the report that Kasi Miles, Sanitation Officer had submitted for the Septic and Subdivision for August 2013. The amounts collected have exceeded her budgeted amount for the year.

COMMISSIONERS COURT MINUTES
Regular Meeting on September 9, 2013

C. Federal Inmate – Larry Roberson, County Auditor
Larry Roberson, County Auditor read the Federal Inmate report for August 2013.

D. Sales Tax – Larry Roberson, County Auditor
Larry Roberson, County Auditor reported the Sales Tax collected for July 2013.

E. Tax Collection - Larry Roberson, County Auditor
Larry Roberson reported that he had not received the Tax Collection report from the Caldwell County Appraisal District. It will be provided at a future meeting.

09.09.08 Special Presentation
None

Return to: E. To amend article, § D. Variance Procedures, of the Caldwell County Flood Damage Prevention Ordinance (passed on May 21, 2012) by deleting the strikethrough text and inserting the underlined text in subsection (1) as follows: The Appeal Board, shall consist of the County Judge, the County Administrator Engineer, and the County Commissioner whose precinct contains the site at issue, shall hear and render judgment on requests for variances from the requirements of this ordinance.
Explanation for amendment was given to the court and citizens by Assistant District Attorney Mack Harrison. Motion made by Commissioner Madrigal, second by Commissioner Muñoz to approve article, § D. Variance Procedures, of the Caldwell County Flood Damage Prevention Ordinance to read as follows, The Appeal Board, shall consist of the County Judge, the County Engineer, and the County Commissioner whose precinct contains the site at issue, shall hear and render judgment on requests for variances from the requirements of this ordinance.
All Voting "Aye"

(ALL OTHER AGENDA ITEMS)

09.09.09 Discussion/Action to open bids and award contract for the Caldwell County Depository for the four year period beginning October 1, 2013.
Judge Bonn opened the bid from Lockhart National Bank. Larry Roberson addressed the percentages offered and asked to look at it and return before court adjourned with recommendation. Court proceeded with next agenda item at this time.

09.09.10 Discussion/Action to award bid for the Renovation of the Luling Annex Building Bid 00012.
Motion made by Commissioner Buchholtz, second by Commissioner Muñoz to award the bid to Reyna Drywall & Paint in the amount of \$60,240.00 with any electric not to exceed \$15,000.00. The installation of bullet proof glass will be negotiated down to tempered glass. All Voting "Aye"

COMMISSIONERS COURT MINUTES
Regular Meeting on September 9, 2013

- 09.09.11** **Discussion/Action** to approve consultant contract with Jenkins Environmental proposal No. 12-26302.
Motion made by Commissioner Buchholtz, second by Commissioner Roland to approve the Jenkins Environmental Consultant Contract dated September 5, 2013 in the amount of \$2,950.00 for contract costs and the abatement of material with total not to exceed \$9,240.00. All Voting "Aye"
- 09.09.12** **Discussion/Action** to approve Service Agreement with Motorola Solutions contract number S00001017254 start date 10/01/2013 ending 09/30/2014 for maintenance and software for the Network Radio System and cost of \$68,411.00
Motion made by Commissioner Muñoz, second by Commissioner Roland to table this item until meeting on September 16, 2013. All Voting "Aye"
- 09.09.13** **Discussion/Action** regarding the \$10,000.00 investment payment to the Greater San Marcos Partnership for the budget year 2012-2013.
Motion made by Commissioner Buchholtz, second by Commissioner Madrigal to approve the \$10,000.00 investment payment to the Greater San Marcos Partnership for the budget year 2012-2013. All Voting "Aye".
Commissioners spoke about the participation and feel that it will benefit our County with the advancement of growth and economic advantages.
- 09.09.14** **Discussion/Action** to adopt the tax rate of \$0.6907 per \$100.00 of assessed valuation for the fiscal year 2013-2014.

NOTE: Pursuant TO § 81.006 OF THE Local Government Code, at least four members of the Commissioners Court must be present to vote and at least three members must vote to approve the tax rate.

Required statutory motion: I move to adopt the order setting forth that the property tax rate be increased by the adoption of the tax rate of \$0.6097 per \$100.00 of valuation, which is effectively a 4.953654% increase in the tax rate.

Motion made by Commissioner Muñoz, second by Commissioner Madrigal to adopt the order setting forth that the property tax rate be increased by the adoption of the tax rate of \$0.6097 per \$100.00 of valuation, which is effectively a 4.953654% increase in the tax rate. Roll Call Vote: Commissioner Muñoz-Yes, Commissioner Buchholtz-Yes, Commissioner Madrigal-Yes, Commissioner Roland –Yes, Judge Bonn-Yes. Unanimously Passed

COMMISSIONERS COURT MINUTES
Regular Meeting on September 9, 2013

- 09.09.15** **Discussion/Action** to approve contract number 2014-044118-001 between the Department of State Health Services (DSHS) for DSHS Program Vital Statistics Unit and Caldwell County to assist Caldwell County Citizens in purchasing certified birth certificates.
Carol Holcomb, County Clerk spoke to the court explaining the convenience factor for the citizens that were not born in Caldwell County. This would enable them to get the document needed and not have to travel to the county of birth or the State Office of Vital Statistics. Motion made by Commissioner Muñoz, second by Commissioner Madrigal to approve contract number 2014-044118-001 between the Department of State Health Services (DSHS) for DSHS Program Vital Statistics Unit and Caldwell County to assist Caldwell County Citizens in purchasing certified birth certificates. All Voting "Aye"
- 09.09.16** **Adjourn**
Motion made by Commissioner Buchholtz, second by Commissioner Muñoz to Adjourn. All Voting "Aye"

_____ TOM D. BONN, County Judge

09.16.06 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).

- A. To approve annual service contract for maintenance of the Seth Thomas tower clock in the courthouse to commence September 2013. Cost: \$1,750.00 (no increase); Speaker: Judge Bonn ; Backup: 1
- B. To approve annual maintenance contract with CIRA, Texas Association of Counties, to host and maintain County's website beginning January 2014. Cost: \$1,050.00; Backup: 1
- C. To approve Texans Feeding Texans: Home-Delivered Meal Grant Program Resolution No. 23-2013 to Combines Community Action, Inc. who provide home delivered meals services to homebound citizens and/or have a disability.; Cost: \$1,300.00 ; Backup: 1.
- D. To approve motion to approve a Family Land Grant exception to platting concerning property located on Old McMahan Road. (James Pinchback Survey A-242) Applicant: Cheryl Spoor & Denise Shaw.; Cost 0; Backup: 1
- E. To grant quitclaim deed for any interest Caldwell County may have in Lots 8 and 9, Block 2, San Fernando Addition, Caldwell County, also referred to as 820 Neches Street, Lockhart Texas 78644. NOTE: Buyer is requesting this to resolve a title issue. The property was sold to the County for unpaid taxes in 1951 and later redeemed, but there is no record of redemption. Tax rolls and heirship affidavits do show the property owner paying taxes on the home from 1953 until death.

A

August 30, 2013

Honorable Tom Bonn, County Judge
Caldwell County
Courthouse, Room 201
110 S. Main Street
Lockhart, TX 78644

The current Service Contract for maintenance of the Seth Thomas tower clock in the courthouse of Caldwell County has expired for 2012-2013. Therefore, Galbraith's Clocks offers to renew the contract under the following terms:

1. Maintain the clock by regular cleaning and lubrication.
2. Make minor repairs as necessary.
3. Change the time in the fall and spring for Daylight Savings Time.

The fee for the one year contract is \$1,750.00.

If you have any questions about this, please do not hesitate to call us at 512-658-3583. We look forward to continuing our service to the County.

Signed _____ Date _____
Gene Galbraith

Signed _____ Date _____
Officer of the Court

Copy to Galbraith

B



May 3, 2013

Honorable Tom D. Bonn
Caldwell County
110 S Main St Fl 2
Lockhart, TX 78644-2701

Honorable Tom D. Bonn,

In January 2013, CIRA unveiled a new website template for our current county and affiliate websites. The new website templates feature an updated design, layout and color scheme. The website template also includes a new, user friendly website editor. In addition to the updated template, our member websites are now hosted through Rackspace.

Beginning in January 2014 there will be changes to our website invoicing. Website hosting for our standard websites will be \$550.00 a year. Website hosting for a customized website template will be \$1,050.00 a year. For an additional \$500.00 a year, CIRA will provide website maintenance and update the website as needed.

If your county does not want to continue website service through CIRA, please let us know by **November 30, 2013**.

If you have any questions or concerns regarding the new website platform and billing, please contact CIRA at 1-800-456-5974.

Sincerely,

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

Joel Green
CIRA Manager

C



Resolution 23-2013

**RESOLUTION AUTHORIZING COUNTY GRANT TEXAS DEPARTMENT OF AGRICULTURE
HOME-DELIVERED MEAL GRANT PROGRAM**

A RESOLUTION OF THE COUNTY OF CALDWELL TEXAS CERTIFYING THAT THE COUNTY HAS MADE A GRANT TO COMBINED COMMUNITY ACTION, (ORGANIZATION) AN ORGANIZATION THAT PROVIDES HOME-DELIVERED MEALS TO HOMEBOUND PERSONS IN THE COUNTY WHO ARE ELDERLY AND/OR HAVE A DISABILITY AND CERTIFYING THAT THE COUNTY HAS APPROVED THE ORGANIZATIONS ACCOUNTING SYSTEM OR FISCAL AGENT.

Whereas, the organization desires to apply for grant funds from the Texas Department of Agriculture to supplement and extend existing services to homebound persons in the County who are elderly and/or have a disability, pursuant to the Home-Delivered Meal Grant Program; and

Whereas, the Program rules require the County in which an organization is providing home-delivered meals services to make a grant to the Organization, in order for the Organization to be eligible to receive Program grant funds; and

Whereas, the Program rules require the County to approve the Organization's accounting system or fiscal agent, in order for the Organization to be eligible to receive Program grant funds.

Be it resolved by the County:

Section 1: The County hereby certifies that it has made a grant to the organization in the amount of \$1,300.00 to be used between 1st of October, 2013 and 30th of September, 2014.

Section 2: The County hereby certifies that the Organization provides home-delivered meals to homebound persons in the County who are elderly and/or have a disability.

Section 3: The County hereby certifies that it has approved the Organization's accounting system or fiscal agent.

Introduced, read and passed by affirmative vote of the County on this September 16, 2013.

Tom D. Bonn, County Judge

Alfredo R. Muñoz, Commissioner Pct. 1

Fred Buchhotlz, Commissioner Pct. 2

Neto Madrigal, Commissioner Pct.3

Joe I. Roland, Commissioner Pct. 4

Attest:

Carol Holcomb, County Clerk

D

CALDWELL COUNTY ENGINEERING DEPARTMENT
1700 FM 2720
LOCKHART, TEXAS 78644
(512) 398-1803

Date: _____ Sept. 5, 2013 _____

Name of subdivision or project: Family Land Grant – Kenneth Johnson to Spoor & Shaw, 1.00 Acre on Old McMahon Rd., (CR 202), James Pinchback Survey A-242

To whom it may concern,

The subdivision or project named above has been reviewed for compliance with Caldwell County requirements for development and is:

Approval recommended: X

The actual approvals or non-approvals are the result of Commissioner's Court actions and may differ from the Engineers' recommendations.



W. L. "Bill" Gardner, PE
County Engineer

CHERYL SPOOR
DENISE SHAW
133 SPINNAKER DR
LEAGUE CITY, TX 77573

88-8939/3131 402

8-30-13
DATE

PAY TO THE
ORDER OF

Caldwell County Subdivision Coordinator Office \$275⁰⁰

Two hundred seventy five and 00/100 DOLLARS



AMOCO
FEDERAL CREDIT UNION

FOR Family Grant

Denise Shaw AP

1: [REDACTED] [REDACTED] 0402

CALDWELL COUNTY SANITATION DEPT.

405 E. MARKET
LOCKHART, TEXAS 78644
(512) 398-1803

4461

DATE 5-11-13

RECEIVED FROM

Cheryl Spoor & Denise Shaw

\$ 275.00

Two hundred seventy-five dollars and 00/100 DOLLARS

FOR

Family Land Grant - Old Mc Mahan Road

AMOUNT OF ACCOUNT		
THIS PAYMENT	275.00	
BALANCE DUE	-0-	

- CASH
- CHECK
- M.O.

Thank You

BY Kasi L. Miles

Family Land Grant Affidavit

Grantor(s)/Owner(s) may complete this Affidavit for Family Land Grant to comply with the requirements outlined in Section 3.3.1 (A) (1) (c) of the Caldwell County Development Ordinance adopted on January 11th, 2011.

Pursuant to Section 3.3.1 (A) Caldwell County does not require a plat for family land grants wherein the property is divided into four (4) or fewer lots and is to be sold, given, or otherwise transferred to an individual who is related to the owner within the third degree by consanguinity or affinity, as determined under Chapter 573 of the Texas Local Government Code. The authority for this exception is contained in Section 232.0015(e) of the Texas Local Government Code. (A consanguinity and affinity chart is attached for your convenience in determining a qualifying relationship for this affidavit).

It is the intent and purpose of a Family Land Grant to reduce potential development impacts on the community as a whole by encouraging and promoting the ability of family members to remain in close proximity as housing needs change, to provide opportunities for mutual support and care of family members, and to allow for the preservation of family land holdings which might otherwise be fragmented for economic reasons.

This Family Land Grant exception to the platting requirements of the Caldwell County Development Ordinance will only be granted if the following conditions are met:

- (1) All proposed parcels must have frontage on an existing County road (See Section 3.3.1 (A) (1) (a) of the Caldwell County Development Ordinance)
- (2) All development on the property must comply with minimum required setbacks from water wells and septic systems if applicable. (See Section 3.3.1 (A) (1) (b) of the Caldwell County Development Ordinance)
- (3) The deed transferring any parcel under the Family Land Grant exception must contain a restrictive covenant in the deed language stating that:

“No transfer or sale of this property may occur within five (5) years from the date of recordation of this deed unless the Seller (Grantee under this deed) has complied with all subdivision requirements contained within the Caldwell County Development Ordinance originally adopted on January 18th, 2011. By acceptance of this deed the Grantee agrees to abide by this restrictive covenant. This covenant shall run with the land described herein and run in favor of Caldwell County, Texas”

- (4) The split of the property does not lay out a part of the original tract into a tract

described by Section 232.001 (a) (3) of the Texas Local Government Code. (i.e. streets, alleys, squares, parks etc. and other tracts as set forth in Section 232.001 (a)(3).

STATEMENT OF GRANTOR(S)/OWNER(S):

I (we) am (are) the Owner(s) of a lot or parcel of land consisting of 39.063 acres situated in Caldwell County, Texas, which parcel is outside of any city limits of any municipality in Caldwell County, Texas, and I (we) propose to make a division of said lot or parcel as is depicted on the survey made by Hinkle Surveyors dated August 29, 2013, for the continued enjoyment of family members who are set forth below and who are within the third degree of consanguinity or affinity (as these terms are defined in Section 573.022 thru 573.025 of the Texas Government Code) to myself or us as Owner(s) of the property set forth in the above listed survey.

The parcel to be subdivided for this Family Land Grant has a Caldwell County Appraisal District Parcel ID number of R 13695

I (we) am (are) going to transfer the foregoing described parcel(s) to the following named individuals(s) who are all related to me (us) within the third degree of consanguinity or affinity as set forth next to their names:

Name of Grantee	Relationship to Owner(s)	Description of Parcel
<u>Denise Shaw</u>	<u>Aunt</u>	<u>1 acre out of the 39.063 ± Acres of the A009 George, James A242 J Hinch tract</u>
<u>Cheryl Poor</u>	<u>Mother</u>	<u>Same as above</u>
_____	Relationship to Owner(s)	Description of Parcel
_____	Relationship to Owner(s)	Description of Parcel

As Owner(s) I (we) do hereby swear and affirm, under penalty of perjury, that: (1) all of the information contained in this Family Land Grant Affidavit is true and correct, (2) that the transfer(s) contemplated herein is/are not for the purposes of circumventing the subdivision requirements contained within the Caldwell County Development Ordinance, and (3) that the family/kinship relationships set forth herein are true and accurate descriptions of the family relationship of the individuals named above in accordance with Chapter 573 of the Texas Government Code.

As Owner(s) I (we) agree to place the restrictive covenant language set forth above in any deed I (we) use to make the transfers contemplated in this Family Land Grant exception and that I (we) will submit a copy of any deed to Caldwell County for its review prior to the recording of any deed used to make a conveyance pursuant to this Family Land Grant exception.

As Owner(s) I (we) agree to inform any grantee, under a deed used to convey any parcel pursuant to this Family Land Grant exception, of the prohibition on resale of the parcel(s) prior to ten (10) years from the date of any recordation of a deed used in conjunction with this Family Land Grant Affidavit without compliance with the subdivision requirements of the Caldwell County Development Ordinance.

WITNESS MY (OUR) HAND(S) this 30 day of August, 2013.

[Signature] 8/30/13
Owner's Name - Address - Date

Stephanie Johnson 8/30/13
Owner's Name - Address - Date

Owner's Name - Address - Date

Owner's Name - Address - Date

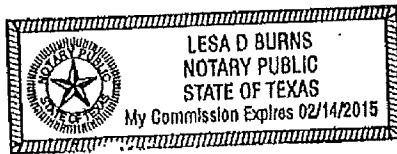
STATE OF TEXAS §
COUNTY OF CALDWELL §

BEFORE ME the undersigned authority, on this day personally appeared Kenneth Johnson & Stephanie Johnson known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument and acknowledged, swore and affirmed, under penalty of perjury, that s/he (they) executed the foregoing instrument as owner(s) of the parcel(s) described herein for the sole purpose of making a subdivision of land and grant to a qualifying family member who is within the third degree of consanguinity or affinity of the owner(s) listed herein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 30 day of August, 2013.

[Signature]
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

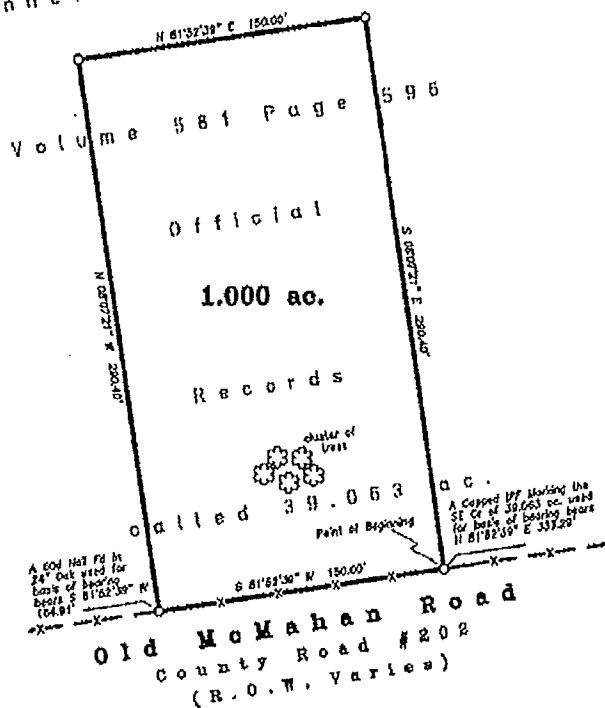
LESAD. BURNS 02/14/2015
Printed Name of Notary Public - Expiration Date of Notary



Caldwell County, Texas

James Pinchback Survey A-242

Kenneth Joe Johnson et al



Scale 1"=50'

General Notes

- 1) THIS SURVEY IS FOR USE WITH THIS ONE TRANSACTION ONLY.
- 2) FLOOD ZONES SHOWN ARE APPROXIMATE AND CREATE NO LIABILITY ON THE PART OF THE SURVEYOR AND ARE BASED ON FROM A FLOOD INSURANCE RATE MAP. The property shown lies in Flood Zone "X" according to FRMA Panel #43053C0275R effective date June 19, 2012. Flood Zone "X" is area determined to be inside the 0.2% annual chance floodplain. **WARNING:** This flood statement, as determined by a H.I.D. - F.I.A. FLOOD HAZARD BOUNDARY MAP, DOES NOT IMPLY that the Property or the Improvements thereon will be Free from Flooding or Flood Damage. On rare occasions, Greater Floods Can and Will Occur, and Flood Heights may be Increased by Man-Made or Natural Causes.

LEGEND

- CAPPED 1/2" IRON PIN SET
- X- FENCES MEANDER
- UNLESS OTHERWISE NOTED

SURVEY PLAT

Showing a 1.000 acre tract of land out of the James Pinchback Survey A-242 in Caldwell County, Texas. I do hereby certify that (1) the foregoing plat is a true and correct representation of a survey made on the ground under my direct supervision on August 29, 2013, (2) the Abstract of Title, title commitment, nor research of record easements were supplied to the Surveyor. There may exist easements of record which could affect this parcel. **THIS SURVEY IS CERTIFIED AND ITS COPIES ARE GUARANTEED FOR USE WITH THIS ONE TRANSACTION ONLY DATED THIS DATE.** The original plat containing the raised Surveyor's seal and an original "LIVE" signature should be considered the true and correct copy on by the user.



Field Book No.	Drawn by J.H. #5
Job No. 20132411	Drawing: 20132411.dwg
Date: August 2013	Work Date begin 06012013
Surveyed by: J.H. #08	AutoCAD DWG-Book 08012013



P.O. Box 1027 1109 S. Main Street Lockhart, TX 78644
 Phone: (512) 398-2000 Fax: (512) 398-7683
 email: contact@hinklesurveyors.com



All of a certain tract or parcel of land situated in Caldwell County, Texas and being a part of a tract of land called 39.063 acres and conveyed to Kenneth Joe Johnson et al by deed recorded in Volume 581 Page 596 of the Official Records of Caldwell County, Texas and being more particularly described as follows:

BEGINNING at a capped $\frac{1}{2}$ " iron pin set in the South line of the above mentioned 39.063 acre tract and the North line of Old McMahon Road (County Road #202) for the SE corner this tract and from said capped $\frac{1}{2}$ " iron pin set a capped iron pin found used for basis of bearing bears N 81 degrees 52 minutes 39 seconds E 333.29 feet.

THENCE S 81 degrees 52 minutes 39 seconds W with the South line of the said 39.063 acre tract and the South line of Old McMahon Road 150.00 feet to a capped $\frac{1}{2}$ " iron pin set in the South line of the said 39.063 acre tract for the SW corner this tract and from said capped $\frac{1}{2}$ " iron pin set a 60d nail found in a 24" Oak used for basis of bearing bears S 81 degrees 52 minutes 39 seconds W 164.91 feet.

THENCE over and across the said 39.063 acre tract for the following Three (3) courses:

- 1) N 08 degrees 07 minutes 21 seconds W 290.40 feet to a capped $\frac{1}{2}$ " iron pin set for the NW corner this tract.
- 2) N 81 degrees 52 minutes 39 seconds E 150.00 feet to a capped $\frac{1}{2}$ " iron pin set for the NE corner this tract.
- 3) S 08 degrees 07 minutes 21 seconds E 290.40 feet to the place of beginning containing 1.000 acres of land more or less.

I hereby certify that the foregoing field notes are a true and correct description of a survey made under my direct supervision on August 29, 2013. **THESE FIELD NOTES ARE CERTIFIED AND ITS CONTENTS GUARANTEED FOR USE WITH THIS ONE TRANSACTION ONLY DATED THIS DATE.** Only those prints containing the raised Surveyor's seal and an original "LIVE" signature should be considered official and relied upon by the user.



©Hinkle Surveyors 2013
P.O. BOX 1027 LOOKHART, TEXAS 76644 PHONE (812) 398-2000
FAX (812) 398-7683 EMAIL: CONTACT@HINKLESURVEYORS.COM

SAMPLE

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

General Warranty Gift Deed

Date: _____, 2013

Grantor: KENNETH JOE JOHNSON (also known as KENNY JOHNSON) and
STEPHANIE ANNETTE JOHNSON (also known as STEPHANIE JOHNSON),
husband and wife

Grantor's Mailing Address:

KENNETH JOE JOHNSON (also known as KENNY JOHNSON) and
STEPHANIE ANNETTE JOHNSON (also known as STEPHANIE JOHNSON)
4120 Old McMahan Rd.
Lockhart, Texas 78644
Caldwell County

Grantee: CHERYL SPOOR, spouse of Darrell Spoor, dealing with separate property; and
DENISE SHAW, spouse of Robert Shaw, dealing with separate property

Grantee's Mailing Address:

CHERYL SPOOR
133 Spinnaker Drive
League City, Texas 77573
Galveston County

DENISE SHAW
2713 Westbury
Texas City, Texas 77590
Galveston County

Consideration:

Love of, and affection for, Grantee.

Property (including any improvements):

All of a certain tract or parcel of land situated in Caldwell County, Texas and being a part of a tract of land called 39.063 acres and conveyed to Kenneth Joe Johnson et al by deed recorded in Volume 581 Page 596 of the Official Records of Caldwell County, Texas and

SAMPLE

being more particularly described as follows:

BEGINNING at a capped ½" iron pin set in the South line of the above mentioned 39.063 acre tract and the North line of Old McMahan Road (County Road #202) for the SE corner this tract and from said capped ½" iron pin set a capped iron pin found used for basis of bearing bears N 81 degrees 52 minutes 39 second E 333.29 feet.

THENCE S 81 degrees 52 minutes 39 seconds W with the South line of the said 39.063 acre tract and the South line of Old McMahan Road 150.00 feet to a capped ½" iron pin set in the South line of the said 39.063 acre tract for the SW corner this tract and from said capped ½" iron pin set a 60d nail found in a 24" Oak used for basis of bearing bears S 81 degrees 52 minutes 39 seconds W 164.91 feet.

THENCE over and across the said 39.063 acre tract for the following Three (3) courses:

- 1) N 08 degrees 07 minutes 21 seconds W 290.40 feet to a capped ½" iron pin set for the NW corner this tract.
- 2) N 81 degrees 52 minutes 39 seconds E 150.00 feet to a capped ½" iron pin set for the NE corner this tract.
- 3) S 08 degrees 07 minutes 21 seconds E 290.40 feet to the place of beginning containing 1.00 acres of land more or less.

Reservations from Exceptions to Conveyance and Warranty:

1. Reservation by Grantors' predecessor in interest regarding 39.063 acre tract of access to water well as set out in deed dated October 25, 1933 from J.L. Magee, et. al., to W.P. Magee, recorded in Volume 160 at Page 627, Caldwell County Deed Records
2. Channel Easement dated May 9, 1952 from J. B Moore, et. al., to State of Texas, recorded in Volume 246 at Page 164, Caldwell County Deed Records.
3. Approximate boundaries of Flood Zone "A" shown on survey plat dated April 12, 2007 by Jerry L. Hinkle, RPLS No. 5459.
4. Any right, claim or assertion of title by Clark's Chapel Cemetery Association in and to that strip of land lying between the inset fence and south property line of the 39.063 acre tract as shown on survey plat dated April 12, 2007 by Jerry L. Hinkle, RPLS No. 5459.
5. Overhead electric lines crossing the subject tract as shown on survey plat dated April 12, 2007 by Jerry L. Hinkle, RPLS No. 5459.
6. Location of electric pole as shown on survey plat dated April 12, 2007 by Jerry L. Hinkle, RPLS No. 5459.
7. Strips of land lying between the outside fences and the common boundary lines of the 39.063 acre tract and the Clark's Chapel Cemetery Association tract as shown on survey plat dated April 12, 2007 by Jerry L. Hinkle, RPLS No. 5459.
8. Visible, apparent and/or unrecorded easements over or across the subject property.
9. Any portion of the subject premises which falls within the boundaries of any road or roadway.

SAMPLE

No transfer or sale of this property may occur within five (5) years from the date of recordation of this deed unless the Seller (Grantee under this deed) has complied with all subdivision requirements contained within the Caldwell County Development Ordinance originally adopted on January 18th, 2011. By acceptance of this deed the Grantee agrees to abide by this restrictive covenant. This covenant shall run with the land described herein and run in favor of Caldwell County, Texas.

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

Grantor grants and conveys the Property to Grantee as separate property.

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

This instrument was prepared by M. Elizabeth Raxter, Attorney at Law from information provided by the Grantor. The preparer makes no warranty as to title, legal description or about any other matter concerning the subject real estate.

KENNETH JOE JOHNSON (also known as
KENNY JOHNSON)

STEPHANIE ANNETTE JOHNSON (also known
as STEPHANIE JOHNSON)

STATE OF TEXAS)

COUNTY OF CALDWELL)

This instrument was acknowledged before me on _____, 2013, by

SAMPLE

KENNETH JOE JOHNSON (also known as KENNY JOHNSON) and STEPHANIE ANNETTE JOHNSON (also known as STEPHANIE JOHNSON).

Notary Public, State of Texas

My commission expires: _____

AFTER RECORDING RETURN TO:

M. ELIZABETH RAXTER
1505 S. Main, Suite 1008
P.O. Box 281
Lockhart, TX 78644
Tel: (512) 398-6996
Fax: (480) 393-4437

E

QUIT CLAIM DEED

STATE OF TEXAS

COUNTY OF CALDWELL

KNOW ALL PERSONS BY THESE PRESENTS:

THE COUNTY OF CALDWELL, TEXAS, acting herein as TRUSTEE, with a mailing address of 110 Main Street, Lockhart, Texas 78644 (hereinafter referred to as "Grantor") in consideration of the sum of \$1.00 and other good and valuable consideration in hand paid by S2S Properties, LP, whose address is 4107 Medical Parkway, Ste. 212, Austin, Texas 78756, hereinafter called Grantee, the receipt and sufficiency of which is hereby acknowledged, has quitclaimed, and by theses presents does quitclaim unto said Grantee, all of the right, title and interest it MAY have in and to those certain LOTS 8 and 9, BLOCK 2, SAN FERNANDO ADDITION, CALDWELL COUNTY, TEXAS, ALSO REFERRED TO AS 820 NECHES STREET, LOCKHART, TEXAS 78644.

IT IS UNDERSTOOD AND AGREED THAT GRANTOR IS NOT MAKING ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR REPRESENTATIONS AS TO MATTERS OF TITLE (OTHER THAN GRANTOR'S WARRANTY OF TITLE SET FORTH HEREIN), ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITION, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, GOVERNMENTAL REGULATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY. GRANTEE AGREES THAT WITH RESPECT TO THE PROPERTY, GRANTEE HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF GRANTOR OR GRANTOR'S REPRESENTATIVES. GRANTEE HAS CONDUCTED INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND IS RELYING UPON SAME, AND ASSUMES THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY GRANTEE'S INSPECTIONS AND INVESTIGATIONS. GRANTEE HAS TAKEN WHATEVER ACTION AND PERFORMED WHATEVER INVESTIGATIONS AND STUDIES GRANTEE DEEMS NECESSARY TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NONEXISTENCE OF, OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO, ANY HAZARDOUS AND/OR TOXIC SUBSTANCES ON OR DISCHARGED FROM THE PROPERTY. GRANTEE ACCEPTS THE PROPERTY "AS IS, WHERE IS", WITH ALL FAULTS AND THERE ARE NO ORAL OR WRITTEN AGREEMENTS, WARRANTIES OR REPRESENTATIONS, COLLATERAL TO OR AFFECTING THE PROPERTY BY GRANTOR OR ANY THIRD PARTY.

To have and to hold all of its right, title and interest in and to the within described property and premises unto the said Grantee, its successors and assigns forever, so that neither it nor its successors or assigns shall have, claim or demand any right or title to the aforesaid property, premises or appurtenances or any part thereof.

EXECUTED this _____ day of _____ 2013.

GRANTOR
County of Caldwell, Texas, acting herein as TRUSTEE

By: _____

Its: _____

STATE OF TEXAS §
 §
COUNTY OF CADWELL §

This instrument was acknowledged before me this _____ day of _____, 2013, by
_____, _____ of the County of Caldwell, Texas.

Notary Public, State of Texas

My Commission Expires:

UPON FILING RETURN TO:

S2S PROPERTIES, LP
4107 Medical Parkway, Ste. 212
Austin, Texas 78756

ATTN:
John R. Schneider

CALDWELL COUNTY APPRAISAL DISTRICT

610 San Jacinto Street
P.O. Box 900
Lockhart, Texas 78644

Mary Lapoint, Chief Appraiser

Phone: (512) 398-5550
Fax: (512) 398-5551

July 11, 2013

Mack Harrison
Caldwell County Judicial Center
201 E San Antonio St
PO Box 869
Lockhart, TX 78644

RE: Account No. 20070, 820 Neches St, Lockhart
San Fernando, Block 2, Lots 8, 9

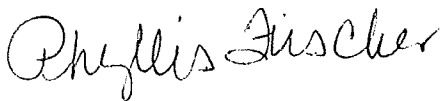
Mr. Harrison,

The enclosed documents were photocopied from Abstract books which the Caldwell County Appraisal District (CCAD) received from, most likely, Caldwell County offices. The documents are representative of the taxes that were paid in each year for each property and who paid them. Properties were appraised and rendered by each separate entity prior to the creation of the appraisal district in the early 1980's. The CCAD is under the impression that, prior to its creation, there were no official tax rolls.

Furthermore, the current CCAD has no way of knowing how ownerships records were maintained at that time, whether property ownerships were changed by deed or otherwise.

Please feel free to contact me if you have any questions or are in need of any more information.

Sincerely,



Phyllis Fischer, ext 210
Caldwell County Appraisal District
Appraisal Support Manager
phyllisf@caldwellcad.org

Enclosures

ASSESSOR'S ABSTRACT OF CITY LOTS

BLOCK No. 2

SAN FERNANDO ADDITION OF LOCKHART

FILE IN THE BOOK OF THIS TOWN

1	17
2	17
3	15
4	14
5	13
7	12
8	11
9	10

RENDERED FOR TAXATION

BY WHOM RENDERED	REMARKS	TRANSFERRED TO PAGE LINE	1947		1948		1949		1950		1951		1952	
			Lot	Value	Lot	Value	Lot	Value	Lot	Value	Lot	Value	Lot	Value
1. Albany, Andrew			12	200	12	200	12	240	12	240	12	240	12	240
2. Bennett, G. F.	From original plat line & plat	14	16	20	16	20	20	20	18	200	6, 7	200	6, 7	200
3. Castillo, Marcus		17	14	40	41.5	40	40	40	18	250	18	250	18	250
4. Castillo, Ralph			18	250	18	250	18	250	18	250	18	250	18	250
5. Cornea, Brady			6, 7	200	6, 7	200	6, 7	200	6, 7	200	6, 7	200	6, 7	200
6. Quany, Edwards	From original plat Edwards & Quany		10, 11	100	10, 11	100	10, 11	250	10, 11	250	10, 11	250	10, 11	250
7. Page, Holland		15	12, 13	140	14, 13	140	140	140	8, 9	180	8, 9	180	8, 9	180
8. Poyer, Est. Ametario		19	8, 9	180	8, 9	180	8, 9	180	8, 9	180	8, 9	180	8, 9	180
9. Poyer, Juan M.		13	3, 4	160										
10. Salgado, Eugenia			17	120	17	120	17	120	17	120	17	120	17	120
11. Marco, Antonio	From original plat Rafael Hernandez		5	100	5	100	5	150	5	150	5	150	5	150
12. Hernandez, Pedro	From original plat Juan M. Rios		3-4	160	3, 4	160	3, 4	200	3, 4	200	3, 4	200	3, 4	200
13. Castillo, Marcus	From original plat Castillo & Page													
14. Castillo, Juan	From original plat Castillo													
15. Castillo, Juan	From original plat Castillo													



ASSESSOR'S ABSTRACT OF CITY LOTS

BLOCK No. 2

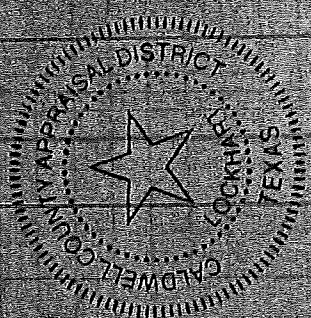
SAN FERNANDO ADDITION OF LOCKHART

Form 111 - The State Co. Assmt. Tax

BY WHOM RENDERED	REMARKS	TRANSFERRED PAGE TO LINE	19-53		19-54		19-55		19-56		19-57		19-58	
			Lot	Value	Lot	Value	Lot	Value	Lot	Value	Lot	Value	Lot	Value
1. <i>Albery, Andrew</i>			1.1	240	1.2	240	1.2	240	1.2	240	1.2	240	1.2	240
2. <i>Challis, Thomas</i>			1.6	20	1.6	20	1.6	20	1.6	20	1.6	20	1.6	20
3. <i>Coates, Ralph</i>			1.8	250	1.8	250	1.8	250	1.8	250	1.8	250	1.8	250
4. <i>Collins, Joe</i>			14.15	40	14.15	40	14.15	40	14.15	40	14.15	40	14.15	40
5. <i>Conner, Eddy</i>			6.7	200	6.7	200	6.7	200	6.7	200	6.7	200	6.7	200
6. <i>Decker, James</i>			8.9	220	8.9	220	8.9	220	8.9	220	8.9	220	8.9	220
7. <i>Deming, Peter</i>			3.4	200	3.4	200	3.4	200	3.4	200	3.4	200	3.4	200
8. <i>Drury, Edward & Antonio</i>			10.11	250	10.11	250	10.11	250	10.11	250	10.11	250	10.11	250
9. <i>Engel, Eugene</i>			17	200	17	200	17	200	17	200	17	200	17	200
10. <i>Evans, John</i>			2.13	140	2.13	140	2.13	140	2.13	140	2.13	140	2.13	140
11. <i>Frank, Walter</i>			5	150	5	150	5	150	5	150	5	150	5	150

San Fernando

John M. Parsons



JOHN R. SCHNEIDER
4107 MEDICAL PKWY., STE. 212
AUSTIN, TX 78756
(512) 567-2467

May 16, 2013

Mac Harrison
County Attorney
Caldwell County

RE: QUIT CLAIM DEED
LOTS (8) AND (9), Block Two (2), SAN FERNANDO ADDITION, an addition to
the City of Lockhart, Caldwell County, Texas.

Dear Mr. Harrison:

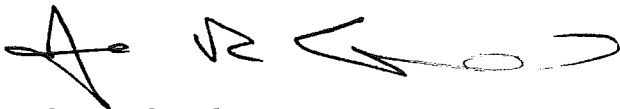
I am seeking a Quit Claim Deed from Caldwell County to S2S Properties, LP,
conveying any interest they MAY have in the referenced property. I respectfully
request this matter be placed on the hearing agenda for consideration. Mr.
Heggemier suggested this course be pursued in order to remedy the cloud currently
on title.

I am enclosing herewith copies of the original Sherriff's Deed into Caldwell County
covering the property along with emails from the CCAD, CCAD's attorney, Title
Company's representative and other which illustrate the need for a Quit Claim Deed
from Caldwell County.

The cloud on this property is currently holding up the sale of same as well as other
properties currently under contract to be sold. It is my desire to sell these
properties as soon as possible and greatly appreciate you taking time to review this
request.

I am very grateful for your time and consideration in this matter, I am,

Respectfully,

A handwritten signature in black ink, appearing to read 'John R. Schneider', with a stylized flourish at the end.

John R. Schneider

aforsaid, can con...
Witness my hand, this the 13 day of October, A.D. 1951.

EDD WILLIAMS, Sheriff,
Caldwell County, Texas.

THE STATE OF TEXAS
COUNTY OF CALDWELL

Before me, the undersigned authority, on this day personally appeared Edd Williams to me well known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same, as the Sheriff of Caldwell County, Texas, for the purposes and consideration therein stated, and in the capacity therein set forth.

Given under my hand and official seal, this 13 day of October, A.D. 1951.

J. L. HARRIS, District Clerk,
Caldwell County, Texas.

(Seal)

Filed for record at 10:00 A.M. October 17, 1951. Recorded at 9:45 A.M. October 19, 1951.

EDNA L. HUSKEY, Clerk, County Court
Caldwell County, Texas

By _____ Deputy

(Deed: Jesusa Reyes Escovedo, et al to Caldwell County, Texas)

THE STATE OF TEXAS
COUNTY OF CALDWELL

KNOW ALL MEN BY THESE PRESENTS:

That, Whereas, by virtue of an order of sale issued by the Clerk of the District Court in and for Caldwell County, dated July 16, 1951 on a certain judgment rendered in said Court on May 14, 1951 in a certain suit No. 4117, Styled The State of Texas vs. Jesusa Reyes Escovedo, et al (Consolidated) I, Edd Williams, Sheriff on said County, did upon July 16, 1951 levy upon and advertise the said premises as described in said Order of Sale, by giving public notice of the time and place of said sale by an advertisement in the English Language, published once a week for three consecutive weeks preceding such sale, the first publication appearing not less than twenty days immediately preceding the day of sale, beginning on the 6th day of September, A.D. 1951, in the Lockhart Post Register, a newspaper published in the County of Caldwell stating in said advertisement the authority by virtue of which said sale was to be made, the time and place of sale, a brief description of the property to be sold, the number of acres, the original survey, its locality in the County, and the name by which the land is generally known, and by delivering a similar notice to each of the above named defendants, and on the first Tuesday in October, 1951, within the hours prescribed by law, sold said hereinafter described land or lots at public vendue, at the Courthouse door of said County, at which sale the premises hereinafter described were bid off to Caldwell County, in trust, for the use and benefit of

DR 241/553

itself and the State of Texas and City of Lockhart and Lockhart Independent School District for the title to the hereinafter described property, there being no bid for as much as the adjudged fair value of the said property or the amount of the taxes, interest, penalties and costs.

Now, therefore, I, Edd Williams, Sheriff aforesaid, by virtue of the authority vested in me by law have Bargained, Sold and Conveyed, and by these presents do Bargain, Sell and Convey unto the said Caldwell County, in trust, for the use and benefit of itself and the State of Texas and City of Lockhart and Lockhart Independent School District and their assigns, subject, however, to the provisions hereinafter set out, all the right, title and interest of the defendants, in and to the following described land that said Defendants had in and to the said land at the date of said judgment, together with, all and singular, the rights, privileges, and appurtenances to the same belonging, the said lands being described as follows, to-wit: Lots 8 and 9, Block 2, San Fernando Addition to the city of Lockhart, being the same property more particularly described in instrument recorded in Vol. 143, Page 533, of the Deed Records of Caldwell County, Texas; Est. Anastasio Reyes. Lots 15 and 16, Block 9, in the town of Maxwell, Simon Saleas.

To Have and to Hold unto the said Caldwell County in trust, for the use and benefit of itself and the said State of Texas, City of Lockhart and Lockhart Independent School District subject, however, to the Defendant's right to redeem the same in the manner prescribed by law within two years from the date of said sale, and to such other and further conditions and stipulations as may be applicable under the provisions of Article 735-B, Vernon's Annotated Civil Statutes of Texas, 1925, as fully and as absolute as I, as Sheriff aforesaid can convey by virtue of said Order of Sale.

Witness my hand, this the 13 day of October, A.D. 1951.

EDD WILLIAMS, Sheriff,
Caldwell County, Texas.

THE STATE OF TEXAS
COUNTY OF CALDWELL

Before me, the undersigned authority, on this day personally appeared Edd Williams, to me well known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same, as the Sheriff of Caldwell County, Texas, for the purposes and consideration therein stated, and in the capacity therein set forth.

Given under my hand and official seal, this 13 day of October, A.D. 1951.

J. L. MARRIS, District Clerk,
Caldwell County, Texas.

(5 A1)

Filed for record at 10:00 A.M. October 17, 1951. Recorded at 10:00 A.M. October 19, 1951.

HENNA L. MURPHY, Clerk, County Court,
Caldwell County, Texas.
By _____ Deputy.

THE STATE OF TEXAS
COUNTY OF CALDWELL

That, when in and for the Court on May Brown, et al levy upon and public notice published on the 6th day in the County of the property of the property, and to each of the hours at the Court were bid of of Texas as the herein value of the

Now, in me by and Convey the State assigns, interest

in and to rights, as follow the same

Deed Record To of itself District scribed i condition Vernon's aforesaid Wit

THE STATE
COUNTY OF CALDWELL

106380

IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Affidavit of Heirship

Date: August 9, 2010

Decedent: JESUSA REYES ESCOVEDO

Property: 820 Neches, Lockhart, Texas 78644

Affiant: RICARDO CORTEZ

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant:

1. My name is RICARDO CORTEZ and I live at 815 Mora, Lockhart, Texas 78644. I am personally familiar with the family and marital history of JESUSA REYES ESCOVEDO (Decedent), and I have personal knowledge of the facts stated in this affidavit.

2. I knew Decedent from about 1944 until 1980. Decedent died in 1980. Decedent's place of death was Lockhart, Texas. At the time of Decedent's death, Decedent's residence was 820 Neches, Lockhart, Texas 78644.

3. Decedent's marital history was as follows: Decedent was married twice.

a. Name: ESTACIO REYES
Date of marriage: 1908
Place of marriage: unknown
Status of marriage: Marriage terminated by death of the spouse on or about 1943.

b. Name: LIBRADEO ESCOVEDO
Date of marriage: 1945
Place of marriage: Lockhart, Texas
Status of marriage: Marriage terminated by death of the spouse on or about 1951.

4. Decedent had the following children:

a. Name: LORENZO REYES
Date of Birth: unknown
Name of Other Parent: ESTACIO REYES
Date of Death: 12/1996
Additional Information: Lorenzo Reyes died intestate, having had one child: MARTIN REYES.

i. Name: MARTIN REYES
Date of Birth: October 7, 1963
Name of Other Parent: ISIDRA REYES
Current Address: 400 Spinnaker #402 D, Lockhart, TX 78644

ii. Name: N/A
Date of Birth: _____

Name of Other Parent: _____
Date of Death: _____
Additional Information: _____ was never
married and had no children.

5. Decedent did not have or adopt any other children and did not take any other children into Decedent's home or raise any other children.

6. The following person has knowledge regarding Decedent, the identities of Decedent's children, if any, parents, or siblings: None known.

7. Decedent died without leaving a written will.

8. There has been no administration of Decedent's estate.

9. Decedent left no debts that are unpaid.

10. There are no unpaid estate or inheritance taxes.

11. To the best of my knowledge, Decedent owned an interest in the following real property:

All that certain tract, plat or parcel of land situated in Caldwell County, Texas and fully described as follows:

Part of the Byrd Lockhart League, in the City of Lockhart, Caldwell County, Texas, and being all of Lots Nos. Eight and Nine (8 and 9) of Block No. Two (2) of the San Fernando Addition to the City of Lockhart as same appears of the map or plat of said addition, commonly known as 820 Neches, Lockhart, Texas 78644.

12. The following are the heirs of Decedent:

a. MARTIN REYES

Ricardo COYTEZ
Affiant

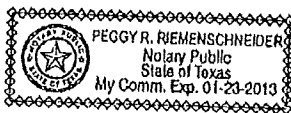
This instrument was prepared from information provided by the Grantor. The preparer makes no warranty as to title, legal description or about any other matter concerning the subject real estate.

STATE OF TEXAS)

COUNTY OF CALDWELL)

SUBSCRIBED AND SWORN TO before me on August 9th, 2010, by Ricardo Cortez.

Peggy R. Riemschneider
Notary Public, State of Texas



106382

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

Special Warranty Deed

Date: 8-9, 2010

Grantor: MARTIN REYES

Grantor's Mailing Address:

MARTIN REYES
400 Spinnaker #402 D
Lockhart, Texas 78644
Caldwell County

Grantee: GARY SCOTT

Grantee's Mailing Address:

GARY SCOTT
7500 St. Phillip, Austin, Texas 78757
Travis County

Consideration:

Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

All that certain tract, plat or parcel of land situated in Caldwell County, Texas and fully described as follows:

Part of the Byrd Lockhart League, in the City of Lockhart, Caldwell County, Texas, and being all of Lots Nos. Eight and Nine (8 and 9) of Block No. Two (2) of the San Fernando Addition to the City of Lockhart as same appears of the map or plat of said addition, commonly known as 820 Neches, Lockhart, Texas 78644.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

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

Martin Reyes
MARTIN REYES

VOL. 622 PAGE 34

AFTER RECORDING RETURN TO:

Gary Scott
7500 St. Phillip
Austin, Texas 78757

FILED this 18th day of August 2010
4:25 P M

NINA S. SELLS
COUNTY CLERK CALDWELL COUNTY, TEXAS
By Juan Rodriguez Deputy

Any provision in any which restricts the sale, rental or use of the described
property because of color or race is invalid and unenforceable under Federal Law,
STATE OF TEXAS
COUNTY OF CALDWELL
I hereby certify that this instrument was FILED in the number 56246 as the
date and time stated herein by me and was duly RECORDED in Official
Public records of Real Property of Caldwell County Texas on

AUG 18 2010



Nina S. Sells
COUNTY CLERK
CALDWELL COUNTY, TEXAS

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

Special Warranty Deed

Date: 8-9, 2010

Grantor: GARY SCOTT

Grantor's Mailing Address:

GARY SCOTT
7500 St. Phillip
Austin, Texas 78757
Travis County

Grantee: S2S Properties, LP, a domestic Limited Partnership

Grantee's Mailing Address:

S2S Properties, LP
7500 St. Phillip
Austin, Texas 78757
Travis County

Consideration:

Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

All that certain tract, plat or parcel of land situated in Caldwell County, Texas and fully described as follows:

Part of the Byrd Lockhart League, in the City of Lockhart, Caldwell County, Texas, and being all of Lots Nos. Eight and Nine (8 and 9) of Block No. Two (2) of the San Fernando Addition to the City of Lockhart as same appears of the map or plat of said addition, commonly known as 820 Neches, Lockhart, Texas 78644.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

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



GARY SCOTT

Fact 4

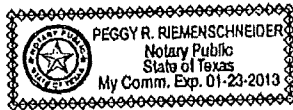
MPR 1.22.10

This instrument was prepared by M. Elizabeth Raxter, Attorney at Law, based on information furnished by the parties, and no independent title search has been made. The preparer makes no warranty as to title, legal description or about any other matter concerning the subject real estate.

STATE OF TEXAS)

COUNTY OF CALDWELL)

This instrument was acknowledged before me on August 9th, 2010, by MARTIN REYES.



Peggy R. Riemschneider
Notary Public, State of Texas
My commission expires: January 23, 2013

AFTER RECORDING RETURN TO:

GARY SCOTT
7500 St. Phillip
Austin, Texas 78757

FILED this 18th day of Aug 2010
4:25 P M

NINA S. SELLS
COUNTY CLERK CALDWELL COUNTY, TEXAS
By: Nina Sells Deputy

Any provisions herein which restricts the sale, rental or use of the described property because of color or race is invalid and unenforceable under Federal Law.
STATE OF TEXAS
COUNTY OF CALDWELL
I hereby certify that this instrument was FILED in File Number [blank] on the date and time stamped herein by me and was duly RECORDED in Official Public records of Real Property of Caldwell County Texas on

AUG 18 2010



Nina S. Sells
COUNTY CLERK
CALDWELL COUNTY, TEXAS

COMMITMENT FOR TITLE INSURANCE

Issued By

Chicago Title Insurance Company

SCHEDULE A

Effective Date: **April 29, 2013, 7:00 am**

GF No. **139010C**

Commitment No. _____, issued **May 1, 2013, 7:00 am**

1. The policy or policies to be issued are:
 - (a) **OWNER'S POLICY OF TITLE INSURANCE (Form T-1)**
(Not applicable for improved one-to-four family residential real estate)
Policy Amount: **\$115,000.00**
PROPOSED INSURED: **Green Acres Housing, LLC (See Schedule C requirement)**
 - (b) **TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE - ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)**
Policy Amount:
PROPOSED INSURED:
 - (c) **LOAN POLICY OF TITLE INSURANCE (Form T-2)**
Policy Amount:
PROPOSED INSURED:
Proposed Borrower:
 - (d) **TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)**
Policy Amount:
PROPOSED INSURED:
Proposed Borrower:
 - (e) **LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)**
Binder Amount:
PROPOSED INSURED:
Proposed Borrower:
 - (f) **OTHER**
Policy Amount:
PROPOSED INSURED:
2. The interest in the land covered by this Commitment is: **Fee Simple**
3. Record title to the land on the Effective Date appears to be vested in:
S2S Properties, LP (See Schedule C requirement)
4. Legal description of the land:
 - Tract 1**
Lots One (1), Two (2) and Three (3), Block D, OAKVIEW ANNEX ADDITION, an addition to the City of Lockhart, Caldwell County, Texas, according to the map or plat of record in Volume 234 at Page 641, Deed Records of Caldwell County, Texas.
 - Tract 2**
Lots Six (6) and Seven (7), Block D, OAKVIEW ANNEX ADDITION, an addition to the City of Lockhart, Caldwell County, Texas, according to the map or plat of record in Volume 234 at Page 641, Deed Records of Caldwell County, Texas.
 - Tract 3**
Lots Twelve (12) and Thirteen (13), Block Two (2), SAN FERNANDO ADDITION, an addition to the City of Lockhart, Caldwell County, Texas, according to the map or plat of record in Volume 91 at Page 223, Deed Records of Caldwell County, Texas.
 - Tract 4**
Lots Eight (8) and Nine (9), Block Two (2), SAN FERNANDO ADDITION, an addition to the City of Lockhart, Caldwell County, Texas, according to the map or plat of record in Volume 91 at Page 223, Deed Records of Caldwell County, Texas.

COMMITMENT FOR TITLE INSURANCE

Issued By

Chicago Title Insurance Company

SCHEDULE C

Your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
 - a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
 - b. all standby fees, taxes, assessments and charges against the property have been paid,
 - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, subcontractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
 - d. there is legal right of access to and from the land,
 - e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.

Before we issue a title insurance policy, the following items must be satisfied:

dwc 5. As to Tract 4, seller should provide the Company with a copy of the Owner Title Policy issued when the property was purchased from Martin Reyes. However, the deeds indicate that no title search was made. By deed dated October 13, 1951 the subject property owned by Jesusa Reyes Escovedo appears to have been the subject of a sheriff's tax sale and was struck off to Caldwell County, in trust for the taxing entities as recorded in Volume 241 at Page 553, Deed Records of Caldwell County, Texas. Company finds no deed into Jesusa Escovedo which indicates she exercised her right of redemption. However, heirship affidavits filed contemporaneously with the sale to Gary Scott (S2S Properties LP) indicate Escovedo was in possession of the subject property at the time of her death in 1980. Company has requested the tax suit file from the District Clerk to determine if there is any evidence of a redemption by the taxpayer. Company reserves the right to make additional requirements and exceptions based upon this research.

ROK As to Tract 4, secure written evidence from the City of Lockhart that no liens or fines have been assessed and must be paid as pertains to the Public Notice described in Schedule B, Item 10a.

LWC As to Tract 1, secure written evidence from the City of Lockhart that no liens or fines have been assessed and must be paid as it pertains to the Public Notices listed in Schedule B, Items 10d, 10e and 10f.

8. As to Tract 2, Company finds two (2) contradictory heirship affidavits regarding the marital history and children of Ernest (Earnest) Roland. Affidavit recorded June 2, 2009 in Volume 570 at Page 704, Official Public Records of Caldwell County, Texas indicates Ernest Roland was married two (2) times. His first marriage was to Willie B. Roland and second marriage was to Betsy Roland. Affidavit recorded July 15, 2009 and recorded in Volume 574 at Page 589, Official Public Records of Caldwell County, Texas states there was only one marriage and that was to Bessie Mae Wright Roland (Betsy and Bessie appear to be one and the same persons.) In deed dated July 21, 2009 recorded in Volume 576 at Page 396, Official Public Records of Caldwell County, Texas the children of the marriage

09.16.07

**County Reports/Special
Presentations.**

**A. Tax Collection Report-
Larry Roberson, County
Auditor-Attached**

CALDWELL COUNTY COMMISSIONERS

Tax Collection Report

AUGUST 2013

	August	Year to Date	TOTAL	PRIOR YEAR
2012 Tax Collection	\$48,975.39	\$11,339,851.73	\$11,388,827.12	\$10,879,141.17
2011 & Prior Collection	\$42,646.36	\$530,027.53	\$572,673.89	\$562,546.74
Total Tax Collection =	\$91,621.75	\$11,869,879.26	\$11,961,501.01	\$11,441,687.91

note: Above figures include penalties and interest collected

2012 Original Levy \$11,857,045.90

August 31, 2013 Percent of 2012 Tax Collected 95.50%

August 31, 2012 Percent of 2011 Tax Collected 95.27%

August 31, 2011 Percent of 2010 Tax Collected 94.85%

August 31, 2013 - Balance of Delinquent Tax \$0.00

August 31, 2012 - Balance of Delinquent Tax \$1,206,048.66

August 31, 2011 - Balance of Delinquent Tax \$1,119,763.60

Corrections made to Current Tax Roll \$0.00

Corrections made to Delinquent Tax Roll \$15,742.22

NOTE:

Caldwell County Appraisal District has collected and disbursed Attorney Fees in the amount of \$13,032.35

Submitted by:

Mary LaPoint

Mary LaPoint
 Chief Appraiser
 Caldwell County Appraisal District

CALDWELL COUNTY

Balance Sheet

AUGUST 2013

DEPOSITS

Date	Amount		CHECK #
	M & O	I & S	
(1) 8-Aug-13	\$17,130.33	\$1,999.92	EFT
(2) 22-Aug-13	\$28,741.63	\$3,355.65	EFT
(3) 29-Aug-13	\$16,912.08	\$1,928.01	EFT
(4) 6-Sep-13	\$19,363.64	\$2,190.49	EFT
(5)	\$0.00	\$0.00	
(6)	\$0.00	\$0.00	
(7)	\$0.00	\$0.00	
(8)	\$0.00	\$0.00	
(9)	\$0.00	\$0.00	
(10)	\$0.00	\$0.00	
(11)	\$0.00	\$0.00	
(12)	\$0.00	\$0.00	
(13)	\$0.00	\$0.00	
(14)	\$0.00	\$0.00	
(15)	\$0.00	\$0.00	
(16)	\$0.00	\$0.00	
(17)	\$0.00	\$0.00	
(18)	\$0.00	\$0.00	
(19)	\$0.00	\$0.00	
(20)	\$0.00	\$0.00	
(21)	\$0.00	\$0.00	
(22)	\$0.00	\$0.00	
(23)	\$0.00	\$0.00	
(24)	\$0.00	\$0.00	
(25)	\$0.00	\$0.00	
Subtotals	<u>\$82,147.68</u>	<u>\$9,474.07</u>	
TOTAL ALL DEPOSITS	<u>\$91,621.75</u>		

CALDWELL COUNTY

Balance Sheet

AUGUST 2013

Collections

	FARM TO MARKET	GENERAL FUND	
	M & O	M & O	I & S
Current Tax	\$5.99	\$37,058.89	\$4,430.08
Current P & I	\$0.70	\$6,681.25	\$798.48
Delinquent Tax	\$7.82	\$26,479.62	\$2,910.48
Delinquent P & I	\$3.94	\$11,909.47	\$1,335.03
		<hr/>	<hr/>
		Subtotals	\$82,129.23 \$9,474.07
		<hr/>	<hr/>
TOTAL FTM	\$18.45	TOTAL GCA	\$91,603.30
	ROAD & BRIDGE	STATE TAX	
	M & O	M & O	
Current Tax	n/a	n/a	
Current P & I	n/a	n/a	
Delinquent Tax	\$0.00	\$0.00	
Delinquent P & I	\$0.00	\$0.00	
TOTAL RAB	\$0.00	TOTAL STX	\$0.00
<hr/>		<hr/>	
TOTAL COUNTY COLLECTIONS		\$91,621.75	

NOTE:

Caldwell County Appraisal District has collected and disbursed Attorney Fees in the amount of \$13,032.35

Attorney Fees Detail

FTM	\$2.11
GCA	\$13,030.24
RAB	\$0.00
STX	\$0.00

(ALL OTHER AGENDA ITEMS)

09.16.08

Discussion/Action to approve joint project with the City of Lockhart to chip and seal the following gravel streets; Maple Street, Patton Lane, Old Kelley Road and Horseshoe Road. City of Lockhart would prepare the roads and provide the liquid asphalt and topping materials. County would provide the labor and equipment for the paving of the roads.

Cost: 0; Speaker:Commissioner Muñoz/ Mayor White ; **Backup: 1**

**CITY OF LOCKHART
EXISTING CITY GRAVEL STREETS
PROPOSED CHIP SEAL ASSISTANCE FROM CALDWELL COUNTY**

Priority Order

ST. NA.	FR. NA.	TO. NA.	E.	W.	SY.	LN.	Resurf. type	Estimated Material Costs
CITY STREETS:								
MAPLE (E SIDE)	CITY LINE RD	SH 130	1350	24	3600	0.61	Squirt Top-Double	
MAPLE (W SIDE)	SH 130	CITY LIMITS	1150	24	3067	0.52	Squirt Top-Double	
PATTON RD	CENTER	STATE PARK RD	1850	26	5344	0.91	Squirt Top-Double	
KELLEY RD	500' EAST LOVER'S	E CITY LIMITS	1950	24	5200	0.89	Squirt Top-Double	
HORSESHOE RD	FM 2001	FM 2001	1752	20	3893	0.66	Squirt Top-Double	
					9093.3	1.55		
CITY WILL PREPARE BASE PROFILE AND PRIME AND PROVIDE HFRS2 AND GRADE 4 ROCK MATERIALS								

6-7

09.16.09

Discussion/Action to approve Service Agreement with Motorola Solutions contract Number S00001017254 start date 10-/01/2013 ending 09/30/2014 for maintenance and software for the Radio Network System and Cost: \$68,411.00 ; Speaker: Judge Bonn ; Backup:1



SERVICES AGREEMENT

Attn: National Service Support/4th fl
 1301 East Algonquin Road
 (800) 247-2346

Contract Number: S00001017254
 Contract Modifier: RN08-NOV-12 17:22:45

Date: 08/26/2013

Company Name:	Lockhart, City Of
Attn:	
Billing Address:	P O Box 239
City, State, Zip:	Lockhart, TX, 78644
Customer Contact:	
Phone:	

Required P.O.: Yes
 Customer #: 1012875136
 Bill to Tag #: 0001
 Contract Start Date: 10/01/2013
 Contract End Date: 09/30/2014
 Anniversary Day: Sep 30th
 Payment Cycle: MONTHLY
 PO #: TBD

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services *****		
1	SVC01SVC1101C	INFRASTRUCTURE REPAIR WITH ADV REPL	\$1,227.76	\$14,733.18
6	SVC051AD	ASTRO25 MASTER SITE		
1	SVC055AD	ASTRO25 REMOTE SITE		
1	SVC060AD	ASTRO25 DISPATCH SITE		
11	SVC061AD	ASTRO25 STATIONS		
4	SVC062AD	ASTRO25 OPERATOR POSITIONS		
	SVC01SVC1102C	DISPATCH SERVICE	\$141.74	\$1,700.88
1	SVC076AD	ASTRO25 MASTER SITE		
6	SVC079AD	ASTRO25 REMOTE SITE		
1	SVC084AD	ASTRO25 DISPATCH SITE		
	SVC01SVC1103C	NETWORK MONITORING SERVICE	\$796.65	\$9,559.80
1	SVC041AD	ASTRO25 MASTER SITE		
6	SVC044AD	ASTRO25 REMOTE SITE		
1	SVC049AD	ASTRO25 DISPATCH SITE		
1	SVC160AD	ASTRO25 MOSCAD RTU		
	SVC01SVC1405C	NETWORK PREVENTATIVE MAINTENANCE A	\$285.96	\$3,431.52
1	SVC118AD	ASTRO25 MASTER SITE		
6	SVC121AD	ASTRO25 REMOTE SITE		
1	SVC126AD	ASTRO25 DISPATCH SITE		
11	SVC127AD	ASTRO25 STATIONS		
5	SVC128AD	ASTRO25 OPERATOR POSITIONS		
	SVC01SVC1413C	ONSITE INFRASTRUCTURE RESPONSE SERVICE - PREMIER OPTION	\$3,901.67	\$46,820.04
2	SVC107AD	ASTRO25 MASTER SITE		
12	SVC110AD	ASTRO25 REMOTE SITE		
2	SVC115AD	ASTRO25 DISPATCH SITE		
22	SVC116AD	ASTRO25 STATIONS		
10	SVC117AD	ASTRO25 OPERATOR POSITIONS		
	SVC02SVC0201A	SUA II IMPLEMENTATION SERVICES	\$400.00	\$4,800.00
1		NETWORK(S)		

68,411.00

2	SVC04SVC0178A	SYS UPGRADE AGRMT II-SITE	\$2,958.33	\$35,499.96
2	SVC031AG	RF/SIMULCAST SITES		
2	SVC032AG	SMA DISPATCH SITES		
11	SVC053AG	RF STATIONS		
2	SVC056AG	MOSCAD NFM CLIENTS		

SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS	Subtotal - Recurring Services	\$9,712.11	\$116,545.38
	Subtotal - One-Time Event Services	\$.00	\$.00
	Total	\$9,712.11	\$116,545.38
Due to the age of equipment parts are subject to availability and Motorola can no longer guarantee more than a commercially reasonable effort regarding repairs.	Taxes	-	-
	Grand Total	\$9,712.11	\$116,545.38
	THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA.		

Subcontractor(s)	City	State
MOTOROLA-CITY OF AUSTIN DO314	SAN DIEGO	CA
MOTOROLA SYSTEM SUPPORT CENTER	ELGIN	IL
MOTOROLA NIO SSA TEAM	SCHAUMBU RG	IL
MOTOROLA SYSTEM SUPPORT CENTER-NETWORK MGMT DO067	SCHAUMBU RG	IL
MOTOROLA SYSTEM SUPPORT CTR-CALL CENTER DO066	SCHAUMBU RG	IL
MOTOROLA SOLUTIONS - T6 SYSTEMS UPGRADE (CB706)	AUSTIN	TX
RZ & ASSOCIATES RZ COMMUNICATIONS	AUSTIN	TX

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
-------------------------------	-------	------

CUSTOMER (PRINT NAME)

MOTOROLA REPRESENTATIVE(SIGNATURE)	TITLE	DATE
------------------------------------	-------	------

NICK CASSIOPPI	512-427-7229
MOTOROLA REPRESENTATIVE(PRINT NAME)	PHONE

Company Name: Lockhart, City Of
Contract Number: S00001017254
Contract Modifier: RN08-NOV-12 17:22:45
Contract Start Date: 10/01/2013
Contract End Date: 09/30/2014

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5. EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no

obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. PAYMENT

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

Revised Jan 1, 2010

HARDWARE LIFECYCLE UPGRADE PROJECT



The design, technical, and cost information furnished with this budgetary proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola Solutions, Inc. The information provided in this quote is provided for informational (or budgetary) purposes only and does not constitute an offer to sell or license any Motorola product. This quote is not binding on Motorola and Motorola is making no representation, warranties, or commitments with respect to pricing, products, or terms and conditions, which would require more information and further detailed analysis of the requirements for which this quote is requested.

MOTOROLA, MOTO, MOTOROLA SOLUTIONS, and the Stylized M Logo are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. SYMBOL is a trademark owned by Symbol Technologies, Inc., which is a wholly owned subsidiary of Motorola Solutions, Inc. All other trademarks are the property of their respective owners. © 2012 Motorola Solutions, Inc. All rights reserved.

TABLE OF CONTENTS

Section 1	
Introduction	1-1
Section 2	
System Overview	2-1
Section 3	
System Components.....	3-1
3.1 Caldwell County	3-1
3.1.1 Repeater Radio System	3-1
3.1.2 Dispatch System	3-1
3.2 City of Lockhart	3-2
3.2.1 Repeater Radio System	3-2
3.2.2 Dispatch System	3-2
3.3 VPM Based MCC 7500 Console.....	3-3
Section 4	
Services	4-1
4.1 Professional Integration Services.....	4-1
4.2 Motorola System Support.....	4-1
Section 5	
Assumptions	5-1
Section 6	
System Estimate.....	6-1
Section 7	
Our Commitment	7-1



INTRODUCTION

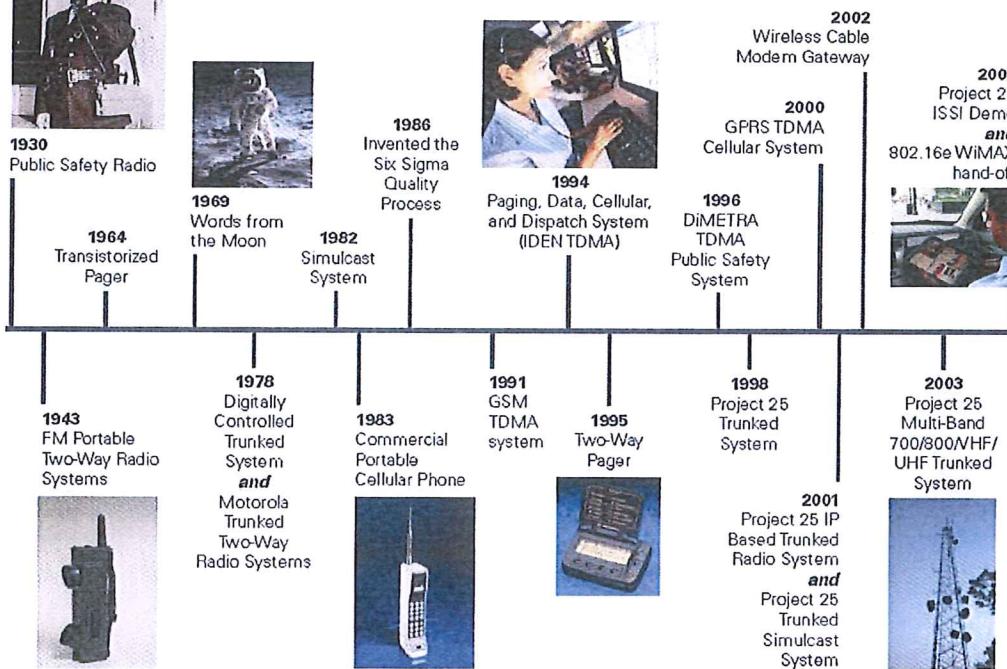
Motorola's portfolio includes world class system integration and technologies including wireless handsets, wireless accessories, digital entertainment devices, wireless access systems, voice and data communications systems, and enterprise mobility solutions. With the rapid convergence of fixed and mobile broadband Internet and the growing demand for next-generation mobile communication solutions, our mission is to lead the next wave of innovative products that meet the expanding needs of our customers around the world.

We deliver high-availability network infrastructure systems to commercial service providers and mission critical, end-to-end wireless communication networks, primarily for the government and public safety markets. Through our enterprise product portfolio, we deliver leading-edge mobile computing, mobile office and enterprise product network solutions. We are also an industry leader in the development of next-generation IP wireless broadband mobility technologies, offering an entire suite of end-to-end WiMAX infrastructure and customer premises equipment products. In addition, we offer a family of point-to-point and point-to-multipoint wireless broadband products to serve WiFi and wireless DSL operators.

With over 80 years of experience, Motorola offers a unique combination of innovative technology, extensive market experience, and the ability to design, integrate, and seamlessly implement the various technologies Caldwell and Lockhart Counties need today and in the future. As the recipient of the 1988 and 2002 prestigious Malcolm Baldrige National Quality Award, the nation's premier award for performance excellence and quality achievement, we have the resources and unmatched experience to help Caldwell County/City of Lockhart address your unique situation in order to create a total solution that is right for you.



Motorola Firsts



From the first portable radio for public safety to the first Project 25 trunked system, Motorola has led the industry in innovation.

This budgetary proposal, presented for your consideration, is intended to assist Caldwell County/City of Lockhart with defining your project funding requirements, as well as your solutions requirements for equipment and services. Upon request, your Motorola account executive will provide a detailed proposal with firm pricing that is tailored to your specific needs, which will include verification of all assumptions relative to unknowns that are contained within this proposal.

SYSTEM OVERVIEW

The Austin ASTRO25 radio system is kept up-to-date by taking regular System Release upgrades. These upgrades occur every 2 years on average and involve software updates and hardware updates for some equipment. Once a release is planned, Motorola makes a determination what hardware will be allowed in that particular release. Hardware that is not allowed in a release usually occurs due to a cancelation of a product or a migration to a newer product that might offer more features. All radio and dispatch sites that are tied to the Austin master site must upgrade along with these releases so that the system is all at the same level.

Both Caldwell County and the City of Lockhart currently have a Software Subscription Agreement (SSA) which includes all the required software needed for these release upgrades. However, it does not include any required hardware updates or the labor to install, configure and test the new replacement hardware. Motorola does offer a new program, the System Upgrade Agreement (SUA) that would include most of these hardware updates along with all required software updates, but is not included in this proposal.

The City of Austin has currently planned out the next 6 years of release upgrade as follows:

- Release 7.13 planned for 2014
- Release 7.15 planned for 2017
- Release 7.17 planned for 2018

Motorola is proposing the hardware replacement (migration) of all required existing ASTRO25 equipment in Caldwell County and the City of Lockhart, in order to be compatible with the Austin Master Site. This proposal includes the hardware migration for the 3 release upgrades listed above. This is a budgetary proposal that gives the customers a general idea of the required hardware replacement cost. The future 7.15 and 7.17 releases are not yet completely finalized at this time, so all hardware updates are not fully determined. Caldwell County currently has a five channel repeater site at Iron Mountain and a two operator position MCC 7500 dispatch system. The City of Lockhart currently has a six channel repeater site at Lockhart Tower Site and a three operator position MCC 7500 dispatch system.

Described below is the replacement hardware that would come into effect for both the dispatch and radio systems for Caldwell County and the City of Lockhart.



SYSTEM COMPONENTS

3.1 CALDWELL COUNTY

3.1.1 Repeater Radio System

At this time, there is no existing hardware on the 5 channel repeater site system that requires replacement for the 3 planned release upgrades as described in Table 3-1.

Table 3-1: Caldwell Radio Site Required Hardware Migration

Existing Equipment as of Q4-12	New Equipment Required at 7.13 (2014)	New Equipment Required at 7.15 (2017)	New Equipment Required at 7.17 (2018)
(5) Stations GTR8000 ESS	None	None	None
(2) Repeater Site Controller GCP8000	None	None	None
(1) Site Router/CCGW S2500	None	None	None
(1) Site Switch xHub	None	None	None
(1) Moscad RTU SDM3000	None	None	None

3.1.2 Dispatch System

There is hardware that needs to be replaced in the MCC7500 dispatch system for the 3 planned release upgrades.

The two HP XW4600 workstations for the MCC7500 must be replaced with the HP Z420 low tier work station, or latest shipping model.

The two MCC7500 General Purpose Input Output Module (GPIOM) hardware must be replaced with the Voice Processing Module (VPM) hardware. All the accessories (desktop gooseneck microphone, desktop speakers, headset jacks, footswitch and monitor) can be reused. See below for some general information on the VPM-based MCC7500 operator position.

Table 3-2 shows what dispatch hardware needs to be replaced for what upgrade.

Table 3-2: Caldwell Dispatch Site Required Hardware Migration

Existing Equipment as of Q4-12	New Equipment Required at 7.13 (2014)	New Equipment Required at 7.15 (2017)	New Equipment Required at 7.17 (2018)
(2) MCC7500 Computer CPUs HP XW4600	None - but SSA will convert OS to Win7	Latest Shipping Win7 Computer	-
(2) MCC7500 Computer Monitors	Not tied to release - no replacement needed if under a maint. contract		
(2) MCC7500 GPIOM with APD	None	VPM	-
(1) Site Switches HP2610-24	None	None	None

3.2 CITY OF LOCKHART

3.2.1 Repeater Radio System

At this time, there is no existing hardware on the 6 channel repeater site system that requires replacement for the 3 planned release upgrades as described in the Table 3-3.

Table 3-3: Lockhart Radio Site Required Hardware Migration

Existing Equipment as of Q4-12	New Equipment Required at 7.13 (2014)	New Equipment Required at 7.15 (2017)	New Equipment Required at 7.17 (2018)
(6) Stations GTR8000 ESS	None	None	None
(2) Repeater Site Controller GCP8000	None	None	None
(1) Site Router/CCGW S2500	None	None	None
(1) Site Switch xHub	None	None	None
(1) Moscad RTU SDM3000	None	None	None

3.2.2 Dispatch System

There is hardware that needs to be replaced in the MCC7500 dispatch system for the 3 planned release upgrades.

The HP XW4600 work station for the Network Management (NM) Client and the MOSCAD must be replaced with the HP Z420 high tier work station, or latest shipping model. The three HP XW4600 workstations for the MCC7500 must be replaced with the HP Z420 low tier work station, or latest shipping model.

The three MCC7500 General Purpose Input Output Module (GPIOM) hardware must be replaced with the Voice Processing Module (VPM) hardware. All the accessories (desktop gooseneck microphone, desktop speakers, headset jacks, footswitch and monitor) can be reused. See below for some general information on the VPM-based MCC7500 operator position.

Table 3-4 (next page) shows what hardware needs to be replaced for what upgrade.

Table 3-4: Lockhart Dispatch Site Required Hardware Migration

Existing Equipment as of Q4-12	New Equipment Required at 7.13 (2014)	New Equipment Required at 7.15 (2017)	New Equipment Required at 7.17 (2018)
(1) NM Client Computer HP XW4600	None - but SSA will convert OS to Win7	Latest Shipping Win7 Computer	-
(1) NM Client Monitor	Not tied to release - no replacement needed if under a maint.		
(1) Moscad Client HP XW4600	None - but SSA will convert OS to Win7	Latest Shipping Win7 Computer	-
(1) Moscad Client Monitor	Not tied to release - no replacement needed if under a maint.		
(3) MCC7500 Computer CPUs HP XW4600	None - but SSA will convert OS to Win7	Latest Shipping Win7 Computer	-
(3) MCC7500 Computer Monitors	Not tied to release - no replacement needed if under a maint.		
(3) MCC7500 GPIOM with ADP	None	VPM	-
(5) Site Router/CCGW's S2500	None	None	None
(2) Site Switches HP2610-24	None	None	None
(1) Cvtl Site Controller GCP8000	None	None	None
(1) Aux I/O SDM3000	None	None	None

3.3 VPM BASED MCC 7500 CONSOLE

MCC 7500 operator positions connect directly to the radio system's IP transport network without gateways or interface boxes. Audio processing, encryption, and switching intelligence for dispatch are performed within each software-based operator position, without additional centralized electronics.

An MCC 7500 operator position consists of a computer, a Voice Processing Module (VPM), one select speaker, up to three unselect speakers, a desktop gooseneck microphone and/or headset jack box with in-line PTT amplifier and headset, and optional footswitch.

The VPM provides vocoding and audio processing services for the dispatch console. It connects to the console site LAN switch and communicates with the dispatch console PC via Ethernet. Each operator position includes a PC and a dedicated VPM. The VPM also provides connections for analog devices to be connected to the digital console.



The VPM has connectors for the following devices:

- One desktop microphone
- Two headset jacks
- Desktop speakers
- Radio instant recall recorder
- Footswitch
- Generic transmit audio input

Some of the connectors listed above can be used to provide audio inputs and outputs for connecting other types of dispatch consoles to the Motorola radio system in conjunction with the Motorola MCC 7500 Dispatch APIs.

An optional secure card provides encryption and decryption services for the dispatch console. It is capable of supporting multiple, simultaneous encryption/decryption sessions using multiple algorithms and multiple secure keys.

14 September 2012
Use or disclosure of this budgetary proposal is subject
to the restrictions on the cover page.

3-4 *System Components*

Caldwell County/City of Lockhart, Texas
Hardware Lifecycle Upgrade Project

Motorola Solutions Confidential Restricted 

SERVICES

4.1 PROFESSIONAL INTEGRATION SERVICES

To ensure a smooth installation and deployment, our proposed solution for Caldwell County/City of Lockhart includes estimates for the following services:

- Includes Project Management for system installation and optimization.
- Includes Field Engineering support for system installation and optimization.
- Includes system installation and optimization.

This solution will be installed, optimized, and tested by our dedicated Project Implementation Team.

4.2 MOTOROLA SYSTEM SUPPORT

Motorola's standard commercial warranty covers on-site response during normal business hours and provides for the repair or replacement of defective hardware components.

This budgetary quotation is being provided with the assumption that all sites necessary for equipment installation related to this quotation are ready for installation.

SECTION 5

ASSUMPTIONS

Motorola has made several assumptions in preparing this budgetary proposal. In order to provide a firm quote, Motorola will need to verify all assumptions or seek alternate solutions in the case of invalid assumptions.

- Specific hardware replacement decision must be finalized by Motorola for 7.15 and 7.17 prior to offering Caldwell County/City of Lockhart a firm quote.
- Where necessary, Caldwell County/City of Lockhart will provide a dedicated delivery point, such as a warehouse, for receipt, inventory, and storage of equipment prior to delivery to the sites.



SECTION 6

SYSTEM ESTIMATE

Motorola estimate for the system solution and services:

Description	Estimated Price
Caldwell County	\$68,411.00
City of Lockhart	\$68,411.00



OUR COMMITMENT

Motorola products are growing and changing, as they have over the years, and Motorola's drive for excellence has strengthened and intensified. From the five-pound Handie-Talkie™ radio to the lightweight models of today, Motorola has been the leading provider of two-way radio services to public safety, government, transportation, utility, and manufacturing enterprises. Motorola changed the way the world communicates, from making the equipment that carried the first words from the moon to the introduction of the DynaTAC cell phone in 1983. We were the first to bring Push-to-Talk over Cellular to market.

More recently, Motorola delivered the first all-digital, high-definition television (HDTV) technical standard and demonstrated the world's first WiMAX 802.16e mobile handoff. In the arena of mission critical, public safety communications, Motorola implemented the first statewide Project 25 IP-based network, and the only VHF Project 25 IP-based statewide trunked networks. We maintain our leadership in Project 25 systems by developing innovative solutions for our customers.

Throughout our history, Motorola has transformed innovative ideas into products that connect people to each other and the world around them. Moving forward, we strive to fulfill our commitment to make products and services better and to make sound recommendations that will guide Caldwell and Lockhart Counties in linking your current and future communication needs and objectives with technology's ever-evolving promise.

Upon request, your Motorola account executive can provide a firm proposal tailored to meet your solution needs.



09.16.10

Discussion/Action to open bids for Aggregate, Asphalt Materials, Flexible Base, Fuel (Regular Unleaded and #2 Diesel), Oil & Lubricants for the budget year 2013-2014. Cost: 0 ; Speaker: Judge Bonn/Larry Roberson/Dwight Jeffrey ; Backup: 1

09.16.11

Discussion/Action to amend Caldwell County Commissioners Court Rules of Procedure, Conduct, and Decorum section 3.03 regarding numbering of meeting agenda items by inserting the underlined text as follows:

Each agenda item shall have a number which shall be the number of the year followed by a period, then the number of the month followed by a period, then the day of the month followed by a period, and then the number assigned by the County Judge starting with number one and then going up for each Agenda Item (Example 2013.11.14.5 which would be the 5th item on the November 14th, 2013 Agenda.)

Cost: 0; **Speaker:** Judge Bonn; **Backup:** 1.

D. All backup materials. If there are no backup materials it must be noted. Anything missing will cause the Agenda Item to be held over to the next Regular meeting.

3.02 The Agenda shall be prepared by the County Judge and/or staff and shall be posted with the County Clerk by Thursday. As soon as possible thereafter, the Agenda shall be posted on the County's website at <http://www.co.caldwell.tx.us>. The agenda is also posted at the location of the Regular meeting.

3.03 Each Agenda Item shall have a number which shall be the number of the month followed by a period, then the day of the month followed by a period, and then the number assigned by the County Judge starting with number one and then going up for each Agenda Item. (Example 11.14.5 which would be the 5th item on the November 14th Agenda.)

3.04 The County Judge or a Commissioner shall have the right to add additional items after the 5:00 p.m. Wednesday deadline to the Agenda, in the event, there is an urgent matter that is discovered after the cutoff time that requires immediate action by the Court provided all Agenda requirements are met. Urgent Agenda Items shall be so labeled.

ARTICLE IV

CITIZEN PARTICIPATION

Caldwell County Agenda Comment Form (Exhibit A)

4.00 It is the intention of the Court to have the Agendas posted early so that Caldwell County citizens may comment to Commissioners Court about individual Agenda Items.

4.01 The Agenda should be posted at the Courthouse, place of Court meetings, and on the county website <http://www.co.caldwell.tx.us> by Thursday immediately before the next Regular meeting.

4.02 Caldwell County citizens will have the opportunity to study the Agenda Items and submit comments on a Caldwell County Agenda Comment Form on the website.

4.03 The completed Agenda Comment Forms once received shall become the property of Commissioners Court and shall be viewed, shared, kept or disposed of according to the law and instructions from Commissioners Court.

- D. All backup materials. If there are no backup materials it must be noted. Anything missing will cause the Agenda Item to be held over to the next Regular meeting.
- 3.02 The Agenda shall be prepared by the County Judge and/or staff and shall be posted with the County Clerk by Thursday. As soon as possible thereafter, the Agenda shall be posted on the County's website at <http://www.co.caldwell.tx.us>. The agenda is also posted at the location of the Regular meeting.
- 3.03 Each agenda item shall have a number which shall be the number of the year followed by a period, then the number of the month followed by a period, then they day of the month followed by a period, and then the number assigned by the County Judge starting with number one and then going up for each Agenda Item (Example 2013.11.14.5 which would be the 5th item on the November 14th, 2013 Agenda.)
- 3.04 The County Judge or a Commissioner shall have the right to add additional items after the 5:00 p.m. Wednesday deadline to the Agenda, in the event, there is an urgent matter that is discovered after the cutoff time that requires immediate action by the Court provided all Agenda requirements are met. Urgent Agenda Items shall be so labeled.

ARTICLE IV

CITIZEN PARTICIPATION

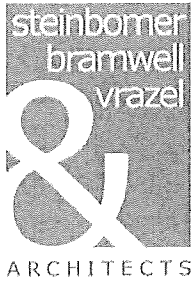
Caldwell County Agenda Comment Form (Exhibit A)

- 4.00 It is the intention of the Court to have the Agendas posted early so that Caldwell County citizens may comment to Commissioners Court about individual Agenda Items.
- 4.01 The Agenda should be posted at the Courthouse, place of Court meetings, and on the county website <http://www.co.caldwell.tx.us> by Thursday immediately before the next Regular meeting.
- 4.02 Caldwell County citizens will have the opportunity to study the Agenda Items and submit comments on a Caldwell County Agenda Comment Form on the website.
- 4.03 The completed Agenda Comment Forms once received shall become the property of Commissioners Court and shall be viewed, shared, kept or disposed of according to the law and instructions from Commissioners Court.

(3.03 Amended 9-16-13)

09.16.12

Discussion/Action concerning approval of fee proposal for the required TAS (Texas Department of Licensing and Registration) review and approval of the required TAS renovations to the Luling Annex. **Cost:** \$4,500.00 ;
Speaker: Commissioner Buchholtz ;
Backup: 1



Along with the General Terms and Conditions, reimbursable expenses are billed in addition to compensation for architectural services. These expenses include, but are not limited to, long distance communications, printing and reproductions, delivery services and subconsultants necessary for your project. These expenses will be billed at cost with a 10% administrative fee.

If this proposal meets your satisfaction, please sign below and return one full copy to us. Should you have any questions or need any help, please do not hesitate to call either Amy or myself.

As always, we thank you for this opportunity to work with you, and look forward to another great project.

Sincerely yours,

Sincerely yours,

Robert Steinbomer
Steinbomer, Bramwell & Vrazel, Architects

ACCEPTED:

Name

Date

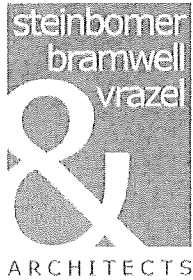
Attachments:

Steinbomer, Bramwell & Vrazel , Architects General Terms and Conditions

The drawings we create are the instruments of conveyance of services performed, and are not subject to state sales tax. The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas. Texas Board of Architectural Examiners, 333 Guadalupe, Suite 2-350, Austin, Texas 78701, (512) 305-9000.

1400 S Congress Ave.
Suite B202
Austin, TX 78704

P: 512.479.0022
F: 512.477.4668
www.steinbomer.com



September 10, 2013

Honorable Judge Tom Bonn
County Judge
Caldwell County Courthouse
110 S. Main St.
Room 202
Lockhart, TX 78644

RE: Proposal for Luling Annex TAS Renovations for TDLR Submission/Approval

Dear Judge Bonn,

We are pleased to present you with the following fee proposal for the required TAS (Texas Accessibility Standards) renovations to the Luling Annex, and we are delighted to be working with you again. Our fee proposal includes the following services:

Basic Architectural Design and Documentation Services

We propose to provide the necessary drawings and documentation for TDLR (Texas Department of Licensing and Registration) review and approval of the required TAS renovations to the Luling Annex. Services shall include:

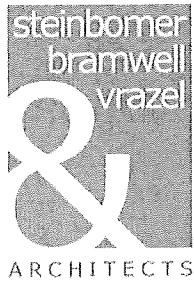
- Documentation and coordination of required renovations and repairs for accessibility per initial review and comments by Chris Schexnayder on 9/9/2103
- 1-2 site visits for field verifications (approximately 4 hours total)
- Limited 2006 IBC Code Analysis (focus on exiting and egress requirements, door hardware, etc. for TAS-affected areas only)
- Creation of drawings of the existing building with the new conditions illustrated and/or noted, depicting only the extent of renovations for accessibility purposes
- Coordination with The Access Partnership, LP, for initial consultation and subsequent TDLR submission, review, and inspection procedures

Drawings and documents to be submitted shall include:

- Floor plan of existing building and new conditions illustrated and/or noted, depicting only the extent of renovations for accessibility purposes, as outlined below:
 - Convert door hardware to lever in the renovated area and the bathrooms
 - Level out flooring in bathrooms not to exceed 2% slope in all directions

1400 S Congress Ave.
Suite B202
Austin, TX 78704

P: 512.479.0022
F: 512.477.4668
www.steinbomer.com

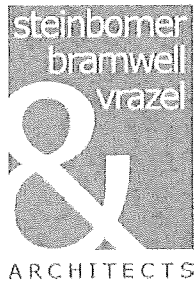


- Relocate toilet paper dispensers to comply with current code
- Lower switches to 48" above finished floor
- Lower outlet in front bathroom or eliminate
- Replace drinking fountain with hi-lo unit or eliminate
- Move water closet in rear toilet room to 16"-18" on center or furr out wall for grab bar
- Re-swing door in on rear bathroom
- Shift lavatory in front bathroom enough to provide 48" min. clear side approach to door
- Remove closers to both bathroom doors
- Remove ramp at front entry
- Top or replace landing at front door to provide a 5' level (2%) landing
- Install curb ramp down to parking (left of entry)
- Smooth out accessible parking area with asphalt mix, restripe and raise signs
- Make exit on the west side accessible by enlarging approach on the interior (see attached diagram) and adding a landing and ramp on the exterior
- Minimal product specifications as required (door hardware, drinking fountains, etc).

The total basic services fees for the above described scope of work shall be a not-to-exceed fee of \$4,500.

Assumptions, Exclusions, and Conditions:

- Any additional services, drawings, or documents beyond those listed above will be billed on an hourly basis per the attached rates.
- Meetings and site visits beyond those listed shall be additional services billed at the attached hourly rates.
- This proposal assumes that no services related to building design or documentation beyond what is necessary for the TAS scope of work will be performed. If such services are necessary, we will provide them as an additional service on an hourly basis.
- This proposal does not include any fees for consultation, plan review, or inspection services for The Access Partnership, LP (Chris Schexnayder). Those fees shall be billed directly to the Client by The Access Partnership, LP.
- This proposal does not include any TDLR submission, review, or inspection fees. Those fees will be determined at the time of submission and paid at that time directly by the client.



GENERAL TERMS AND CONDITIONS

Year 2013 Hourly Billing Rates for Architectural Services:

Principal	\$165
Senior Architect	\$145
Architect	\$115
Project Manager	\$105
Associate Designer IV	\$ 95
Associate Designer III	\$ 85
Associate Designer II	\$ 75
Associate Designer I	\$ 65
Student Intern	\$ 55
Clerical	\$ 55

Reimbursable expenses are billed in addition to compensation for architectural services. These expenses include photography, long distance communications, printing and reproductions, delivery services and subconsultants necessary for your project. These expenses will be billed at cost with a 10% administrative fee.

We bill clients monthly for our services and ask that clients understand that all invoices are due upon receipt. Amounts unpaid forty-five days after the invoice date shall bear interest at the rate of 10% per annum. Regrettably, we must suspend work on the project if payment is not received within 60 days from the date of the invoice.

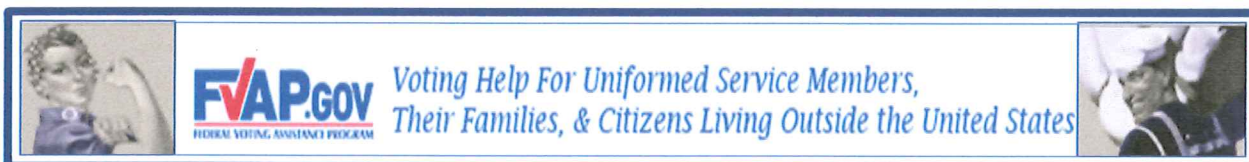
Projects put on hold, at the client's request, for a period of one year or more are subject to Billing Rates in effect at the time the project is restarted.

The drawings we create are the instruments of conveyance of services performed, and are not subject to state sales tax. All drawings created by our firm remain the property of this firm and may not be used by any other person or companies for any other construction or research purposes.

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas. Texas Board of Architectural Examiners, 333 Guadalupe, Suite 2-350, Austin, Texas 78701, (512) 305-9000.

09.16.13

Discussion/Action concerning approval of Interlocal Agreement with Rockwall County for Contractual Obligations and voting equipment and supplies received with the Texas Effective Absentee Systems for Election (EASE) Grant. Cost: 0 ; Speaker: Judge Bonn/Pam Ohlendorf ; Backup: 1



Texas Effective Absentee Systems for Elections (EASE) Grant

FULLY Funded by the Federal Voting Assistance Program (DoD)

Frequently Asked Questions (FAQ)

“Your Texas – Your Vote”

**Rockwall County and 49 Texas counties, partnered with
Democracy Live**

Index

Introduction	3
Question #1 (Political Party Support)	4
Question #2 (FPCA Application)	5-6
Question #3 (Work Flow Chart)	7-9
Question #4 (Security Issues)	10-14
Question #5 (License Agreement)	15
Question # 6 (Grant Approval)	16
Conclusion	17
Addendum - Agreement	18

“Your Texas – Your Vote” Grant Application

The goal of the grant application to the Federal Voting Assistance Program is to provide every military & overseas voter with the opportunity to receive their ballots with greater ease. The biggest problem regarding our military & overseas voters is the time it takes for them to receive their ballots, vote and returned their voted ballots back to the Elections office.

Rockwall County leads the *Your Texas – Your Vote*, which is the largest consortium of grant applicants in the United States to be awarded funding by FVAP.

Why should Texas Counties join this consortium?

- Compliance with the Federal MOVE Act which states that states must meet the 45 day round trip for each ballot to be returned by regular mail.
- LiveBallot provides a web-based on demand ballot delivery system that provides our military & overseas voters faster access to their ballots.
- LiveBallot is CURRENTLY the most widely used Sample Ballot partner in Texas.
- As a whole, the consortium shows the Federal Voting Assistance Program that Texas and counties in particular are serious about our Military & Overseas voters getting their chance to vote.

The grant will help the consortium of counties to use this grant to meet the goal of the grant and the MOVE Act.

This presentation addresses the FAQ about the “Your Texas – Your Vote” Consortium.

Question #1 – Political Party Support

Does this project have bi-partisan support?

Answer – Yes.

Both Republican and Democratic Parties support efforts to make the voting process easier for Military and Overseas Voters. These are sample responses provided by Rockwall County:

“As Chairman of the Rockwall County Republican Party, I support this initiative. It appears to me there are additional manual procedures that can be removed; however, this is a step in the right direction. Happy to support this....”

Tony Fisk
Chairman
Rockwall County Republican Party

“After reading more about the current voting process for the military I am in favor of applying for the grant which enables our military and overseas voters to receive a ballot on line.

I also spoke with a number of my Executive Committee who are also in favor of applying for the grant.

Thanks for the work you have done on this,”

Judith Matherne, County Chair
Rockwall Democratic Party

“We currently use an email program & to me, it makes it harder for the military & overseas voter to receive his ballot because he has to download attachments. In the new program, he does not.

Using our current system, many times, we received calls & emails from voters saying they cannot download the attachments, especially aboard ships. The new program, the voters just prints the documents because they are part of the program.

Also, there is no tracking system with the old plan. Neither the elections office or the voter can track the application or ballot. The new plan not only has a tracking plan, it will email the voter & let him know if his application is received, when the ballot was mailed out, when it was received back & will also let the voter know at the end of the year that his application is about to expire & to send a new one.

In my opinion, the new system provides better access, function & security for the voters.”

Glenda Denton, CERA (Certified Elections/Registration Administrator)
Elections Administrator

Question #2 (Federal Post Card Application)

The military and overseas voters do not have access to computers and printers, so why are we sending their ballots to them by email?

Answer

All military and overseas voters prepare a Federal Post Card Application (FPCA). On line #6, the voter indicates how they would like their ballot sent to them. WE must honor their preference. A copy of the FPCA is below:

Federal Post Card Application (FPCA)

Voter Registration and Absentee Ballot Request

A quicken reader to complete electronic version of this form is also available on FVAP.gov. For any questions about this form, consult your Voting Assistance Officer or the Voting Assistance Guide available in hard copy or on FVAP.gov. Please print in black ink.

I request an absentee ballot for all elections in which I am eligible to vote AND:

Classification
Make only 1 selection.

1

(In most States, you must be absent from your voting district to use this form.)

I am a member of the Uniformed Services or Merchant Marine on active duty OR I am their spouse or dependent.

I am a U.S. citizen residing outside the U.S., and I intend to return.

I am a U.S. citizen residing outside the U.S., and I do not intend to return.

I am a U.S. citizen otherwise granted military/overseas voting rights under State law (check the Voting Assistance Guide).

Political Party 2 To vote in primary elections, your State may require you to specify a political party.

Last name: _____ Party: _____

First name: _____ Middle name: _____

Previous name (if applicable): _____

Identification 4 Some States require your full State. Check your State's pages in the Voting Assistance Guide on FVAP.gov.

Sex: M F Race: _____ Birth date: _____

State Driver's License or ID: _____

OR Social Security Number: _____

Contact Information 5 Include international prefixes. No DSN number.

Telephone: _____

Fax: _____

Email: _____

Alternate Email: _____

Ballot receipt 6 I prefer to receive my ballot, as permitted by my State, by: Email/Online Mail Fax

(mark from 1-5 in order of preference; be sure appropriate contact information is provided above)

U.S. address for voting purposes 7

Street Address (no P.O. box): _____ Apt. #: _____

City/Town/Village: _____

County: _____ State: _____ Zip Code: _____

Address where you live now 8 This is different from above. Your voting materials will be sent here, unless you specify a forwarding address in Item 5.

Additional requirements for your State 9

Affirmation (REQUIRED): I swear or affirm, under penalty of perjury, that:

- I am a member of the Uniformed Services or Merchant Marine on active duty or an eligible spouse or dependent of such a member, or a U.S. citizen temporarily residing outside the U.S., or other U.S. citizens residing outside the U.S., - I am a U.S. citizen, at least 18 years of age (or will be by the day of the election), eligible to vote in the requested jurisdiction, - I have not been convicted of a felony or other disqualifying offense or been adjudicated mentally incompetent, or if so, my voting rights have been reinstated, - I am not registering, requesting a ballot, or voting in any other jurisdiction in the U.S., - My signature and date herein indicate when I completed this document.

The information on this form is true and complete to the best of my knowledge. I understand that a material misstatement of fact or completion of this document may constitute grounds for revocation of perjury.

Signature _____ (Print this form, sign, and send it.)

Today's date _____

(Use the following format: MM/DD/YYYY)

(Without signature, this form is not valid.)

(See the Voting Assistance Guide on FVAP.gov.)

Signature: _____

Date: _____

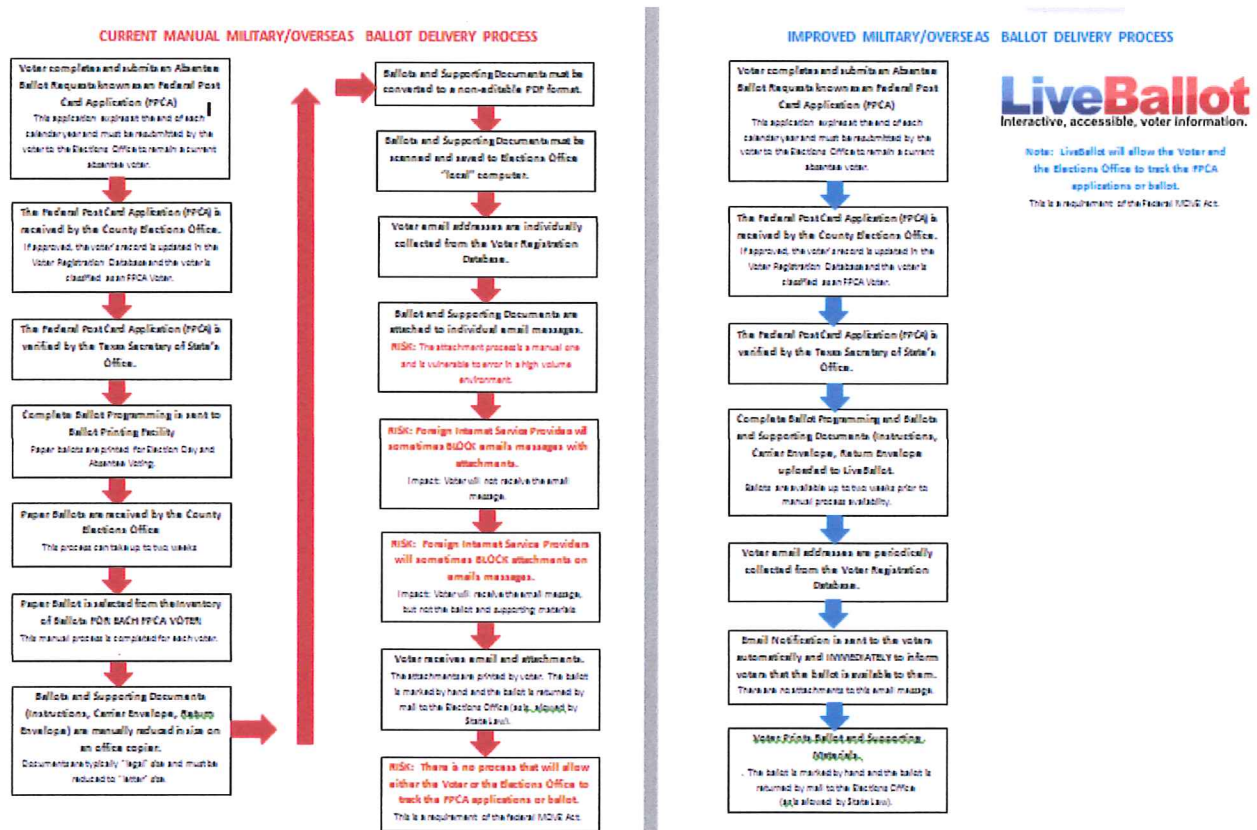
This information is for official use only. Any use otherwise is prohibited by law. Revised from 10/2004 to 08/2011

Question #3 (Workflow Illustrations)

What is the current process in the Elections Office for handling the military and overseas ballots and how will the new system make it easier for the voters to receive their ballots?

Answer

A flow chart is being included which show the current process and how the new improved process will work. (Full size documents on following pages):



Question #4 (Security)

What about security issues and how can we be sure that the voter's ballot is protected?

Answer

The "Your Texas – Your Vote" Consortium of Counties and Democracy Live are committed to making sure that the voter's ballot is received in a secure method. A description of the security measures to protect the ballot are detailed here:

LiveBallot - Strong Security

Secure system hosting and data protection

Voter information and election data uploaded to LiveBallot are safely stored on the Microsoft Secure eGovernment Cloud Platform and is protected by 228-bit access and view applications and data running on the secure servers.

Voter privacy

Leveraging Microsoft's Azure, the second largest secure hosting environment in the U.S., second only to the U.S. Department of Defense (DoD), LiveBallot balloting and voter data are protected with the assurance of the largest software and security company in the world.

The secure hosting environment securely stores voter registration data (e.g. Name, Address, Party Affiliation, Precinct, etc.) to permit voter lookup and matching to the appropriate ballot style. To protect voter privacy, the LiveBallot platform applies security mechanisms at different layers of the cloud infrastructure to implement a defense-in-depth approach. These layered mechanisms include:

- Physical security of the data centers (locks, cameras, biometric devices, card readers, alarms);
- Firewalls, application gateways and IDS to protect the network;
- Access Control Lists (ACLs) applied to virtual local area networks (VLANs) and applications;
- Authentication and authorization of persons or processes that request access to data;
- Hardening of the servers and operating system instances;
- Redundant internal and external DNS infrastructure with restricted write access;
- Securing of virtual machine objects; and

- Securing of static and dynamic storage containers.

Assets are categorized as to the level of security required, based on the potential for damage. Highly sensitive assets are protected by more stringent mechanisms, such as multi-factor authentication (smart cards, biometrics, and hardware tokens). The principle of least privilege is followed, whereby persons and processes are given the lowest level of access that is required for them to do their jobs and no more.

LiveBallot is deployed within Microsoft Global Foundation Services datacenters, and thus enjoys the world-class network security and privacy benefits provided by Microsoft's robust, industry leading security protocols.

Strong passwords

LiveBallot password requirements are able to use strong password requirements that include an eight character or more passwords that contains alpha, numeric, and symbol characters

The LiveBallot solution protects the voter's privacy, as well as the election data, with its combined front and back end proven scalable secured hosting environment. LiveBallot's proven and highly scalable hosting environment protects voter data on the front end using secure SSL encryption, automatically expiring a voter's session on the website, and limiting the information stored in the voter's session.

Scalability, security and stability are the key reasons LiveBallot is hosted in the Microsoft Azure cloud environment. With a proven and sustained uptime on a 24x7 basis, and real time, multi-geographic server redundancy, the system will render the ballots as required.

Our commitment to security makes the Live Ballot system a highly reliable system with no known loss of ballot delivery occurrences over prior deployments. Redundancy in the architecture also provides the ability to recover from any unexpected data interruption.

LiveBallot employs multiple levels of monitoring, logging, and reporting . Primarily, the monitoring agent (MA) gathers monitoring and diagnostic log information from many places including the FC and the root operating system (OS) and writes it to log files. It eventually pushes a digested subset of the information into a pre-configured Windows Azure Storage Account. In addition, the Monitoring Data analysis Service (MDS) is a freestanding service that reads various LiveBallot monitoring and LiveBallot diagnostic log data and summarizes/digests the information, writing it to an integrated log.

LiveBallot Audit Logs

The LiveBallot audit logs of critical servers within hosting infrastructure, such as domain controllers, security servers, and servers containing sensitive information are collected near real-time via the System Center Operations Manager 2007 Audit Collection Services (ACS)

feature and stored in a SQL Server database. Due to the large amount of data collected for these environments, important and relevant events (referred to as “Events-of-Interest”) are extracted and forwarded to another SQL database where OSSC uses automated tools to perform detailed analysis looking for suspicious activity. The information collected from the event logs includes user logon, security policy configuration changes, and unauthorized access to system or application files. As with the records generated by perimeter and network devices, the Events-of-Interest extracted from the LiveBallot audit logs are reviewed for evidence of control failure, unauthorized modification of server configuration, and other malicious activity.

Security of Data

Security of the balloting data is of utmost importance to Democracy Live team. LiveBallot employs many of the world’s leading security and encryption experts and has dedicated hundreds of millions of dollars into the area of IT security. With tens of millions of transactions per month, the secure Microsoft cloud computing environment has proven to be an extremely stable and secure hosting platform.

The hosting environment undergoes annual audits for PCI DSS, SOX and HIPAA compliance, as well as internal assessments throughout the year. The hosting environment has obtained ISO/IEC 27001:2005 certification and SAS 70 Type 1 and II attestations. The cloud environment is ideal for load balancing, taking advantage of additional capacity required by multiple instances of an application in a manner that is efficient in terms of configuration and deployment. Cloud-based architecture provides elasticity, the ability to expand and contract capacity on-demand allowing the architecture to scale and meet those demands.

System hosting protection

LiveBallot uses industry standard access mechanisms to protect the application and its data located in the datacenter facilities. Access is limited to a very small number of operations personnel, who must regularly change their administrative access credentials. Datacenter access, and the authority to approve data center access, is controlled by operations personnel in alignment with local data center security practices.

Each data center facility has a minimum of two sources of electrical power, including a power generation capability for extended off-grid operation. Environmental controls are self-contained and remain operational as long as the facility and contained systems remain online.

Physical security controls are designed to “fail closed” during power outages or other environmental incidents. In case of fire or situations that could threaten life safety, the facilities are designed to allow egress without remaining exposed.

Risk to Ballot and Data Security though use of Email Ballot Delivery

Email is vulnerable to both passive and active attacks. Passive threats include *Release of message contents*, and *Traffic analysis* while active threats include *Modification of message contents*, *Masquerade*, *Replay*, and *Denial of Service (DoS)*. Actually, all the mentioned threats are applicable to the traditional email protocols,

- **Disclosure of Information:** Most emails are currently transmitted in the clear (not encrypted). By means of some available tools, persons other than the designated recipients can read the email contents.
- **Traffic analysis:** It is believed that some countries are routinely monitoring email messages as part of their surveillance. This is not just for counter-terrorism reasons but also to facilitate combat against industrial espionage and to carry out political eavesdropping. However, it is not devoted to the national agencies since there is a thriving business in providing commercial and criminal elements with the information within emails.
- **Modification of messages:** email contents can be modified during transport or storage. Here, the man-in-the-middle attack does not necessarily require the control of gateway since an attacker that resides on the same Local Area Network (LAN), can use an Address Resolution Protocol (ARP) spoofing tool to intercept or modify all the email packets going to and from the mail server or gateway.
- **Masquerade:** It is possible to send a message in the name of another person or organization.
- **Replay of previous messages:** Previous messages may be resent to other recipients. This may lead to loss, confusion, or damage to the reputation of an individual or organization. It can cause some damage if email is used for certain applications such as funds transferring, registration, and reservation.
- **Spoofing:** False messages may be inserted into mail system of another user. It can be accomplished from within a LAN, or from an external environment using Trojan horses.
- **Denial of Service:** It can put a mail system out of order by overloading it with mail shots. It can be carried out using Trojan horses or viruses sent to users within the contents of emails. It is also possible to block the user accounts by repeatedly entering wrong passwords in the login.

Because email connects through many routers and mail servers on its way to the recipient, it is inherently vulnerable to both physical and virtual eavesdropping. Current industry standards do not place emphasis on security; information is transferred in plain text, and mail servers

regularly conduct unprotected backups of email that passes through. In effect, every email leaves a digital paper-trail in its wake that can be easily inspected months or years later.

LiveBallot - Reporting

Post Election Reporting

Voter information and election data uploaded to LiveBallot are safely stored on the Microsoft Secure eGovernment Cloud Platform and is protected by 228-bit access and view applications and data running on the secure servers.

Localities that receive grant funding from the Federal Voter Assistance Program must be able to generate statistical reports that measure the effectiveness of electronic ballot delivery to military and overseas voters. Because LiveBallot has been designed to support the efforts of FVAP grant recipients, these reports are included as part of the user experience for each of our customers.

All Democracy Live customers receive access to the LiveBallot reporting dashboard, along with training on how to access important statistical information. In addition to the dashboard, Democracy Live customers receive a complete file at the end of every election, with all information required by FVAP.

Sample Report as required by Federal Voting Assistance Program

Account Summary							
Okaloosa County							
	Active Duty Military Overseas	Spouse or Dependent of Active Duty Military Overseas	US Citizen Overseas	Active Duty Military Outside of County	Spouse or Dependent of Active Duty Military Outside of County	Unknown Voter Type	Total
Voter access	463	133	127	573	155	0	1451
Ballots downloaded	379	119	101	484	133	0	1216
Ballots downloaded multiple times by a user	182	68	43	182	47	0	522
Ballots downloaded from domestic IP address	325	72	45	484	133	0	1059
Ballots downloaded foreign IP address	54	47	56	0	0	0	157

Question #5 (License Agreement)

Will my County be responsible for paying for this project?

Answer – No.

The License Agreement is between Rockwall County (as the Consortium leader) and the vendor alone. It reflects the approved grant amount that has been approved by the Federal Voting Assistance Program. Participating counties are not required to have a separate agreement.

Invoicing

Democracy Live will provide project invoices the County for purposes of submission to the Federal Voting Assistance Program (DoD). All license fees and program costs will be paid with federal funds. The County will bear no financial responsibility for the term of the contract.

Funding

The agreement between the parties is contingent on the award and funding support provided through the Federal Voting Assistance Program (DoD) EASE 2.0 Grant.

Term

The initial term for the Agreement, including Support and Maintenance, will be five years, commencing on the Effective Date of the Agreement, and will renew automatically on each Anniversary of the effective Date, provided that County may terminate the Annual License by notifying Democracy Live in writing at least sixty (60) days in advance of the renewal date. The Agreement, including Support and Maintenance, will terminate if the Agreement expires or is terminated.

Question #6

When will we know if the grant is approved?

Answer – Approved.

The approval for the grant from Mr. Bob Lavelle, Grant Officer is included and the grant amount is in the License Agreement.

Approval by the Federal Voting Assistance Program

Rockwall County leads the *Your Texas – Your Vote*, which is the largest consortium of grant applicants in the United States to be awarded funding by FVAP. The Rockwall County Elections Administrator has reached an agreement with the Grant Administrator to finalize the award allocation:

From: Lavelle, Bob J CIV DHRA [mailto:Bob.Lavelle@osd.pentagon.mil]

Sent: Thursday, August 15, 2013 1:33 PM

To: 'gdenton@rockwallcountytexas.com'; Burgess, Robin CIV WHS-FVAP

Subject: Re: Grant

Glenda: the most recent revision of your budget is acceptable. I plan on having terms and conditions to you and all other grantees by end of next week.

Bob Lavelle
Grants Officer

Note: The standard Terms and Conditions that are provided by FVAP are written into the agreement between Democracy Live and Rockwall County. It is the desire by the Grants Officer to have the contract executed before September 20th 2013, due to the end of the Federal fiscal calendar.

Conclusion

Sample Ballot Delivery

The LiveBallot Sample Ballot technology gives any voter, regardless of ability, access to an online, audio-enabled, voter specific sample ballot. LiveBallot allows every voter an equal opportunity to learn about the candidates and issues appearing on the ballot before they go to the polls. Access to a sample ballot will help all voters be better informed and will increase participation levels among voters with disabilities.

Military and Overseas Ballot Delivery

Rockwall County leads a consortium of 50 Texas counties, representing more than 15,500 Military and Overseas Texans by applying for and being awarded the fully-funded Federal Voting Assistance EASE 2.0 Grant. The name of our Consortium is *Your Texas – Your Vote*. The goal of *Your Texas – Your Vote* is to provide greater access to online services and tools in order to make the voting process easier and simpler for our growing population of Uniformed and Overseas Citizens Absentee Voting Act (UOCAVA) voters.

I am asking for the Court’s approval to accept the Interlocal Agreement that will allow the County participate the Texas Effective Absentee Systems for Elections (EASE) Grant project t. This grant will help 50 Texas Counties to provide greater access to online services and tools in order to make the voting process easier and simpler for our growing population of military and overseas voters.

INTERLOCAL AGREEMENT FOR CONTRACTUAL OBLIGATIONS AND VOTING EQUIPMENT AND SUPPLIES RECEIVED

This AGREEMENT is entered into and between Rockwall County, Texas, a political subdivision in the State of Texas and _____, hereinafter referred to as the Recipient Agency.

PURPOSE: This Interlocal Agreement outlines the requirements for the transfer and use of property obtained by Rockwall County under a grant with the United States of America, represented by The Defense Human Resources Activity (DHRA). The executed grant number for this grant is H98210-13-BAA-0001.

DISCUSSION: Funding has been provided to purchase and implement a comprehensive, automated UOCAVA Voter Services and eBalloting system to be used by the Your Texas – Your Vote Consortium of Counties.

RESPONSIBILITIES: _____ County agrees to the following conditions:

DATA COLLECTION POINTS: The Recipient Agency shall prepare data collection point reports in accordance with FVAP reporting requirements by completing the attached Excel worksheet “Data Points Worksheet” which is due to Rockwall County 40 days after each election for federal office during the grant’s term. Additional data collection may be required, but likely will be the responsibility of the vendor, Democracy Live. The term “election” is defined as (A) a Federal special, primary, or runoff election; (B) a primary election held for the selection of delegates to a national nominating convention of a political party; and (C) a primary election held for the expression of a preference for the nomination of individuals for election to the office of President. *Take note that some of the data points will have to be manually compiled.*

SPECIAL REPORTING REQUIREMENTS: The Recipient shall immediately notify Rockwall County of developments that have a significant impact on the award-supported activities. Also, notification shall be given in the case of problems, delays, or adverse conditions which materially impair the ability to meet the objectives of the award. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

MATERIALS AND SUPPLIES: Rockwall County agrees to transfer temporary ownership of the materials and supplies listed below to the Recipient Agency which agrees to maintain the property at its sole expense. In addition the Recipient Agency agrees to Audit Requirements of the property which may include, but are not limited to, on-site visits by County or Federal staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. The Recipient Agency agrees to use all property for its intended purposes. The Recipient Agency agrees not to transfer, rent, sell, lease, alienate, donate, mortgage, encumber or otherwise dispose of the listed property without prior written consent of Rockwall County. The Recipient Agency agrees to administer a system to protect, preserve,

use, maintain, and dispose of the property listed in accordance with federal guidelines 32 CFR 33.32 (equipment) and 32 CFR 33.33 (supplies).

By entering into this Agreement, the Recipient Agency agrees to comply and cooperate with any monitoring procedures deemed appropriate by Rockwall County and the DHRA grants program for a period of five (5) years.

The Recipient further understands that if the necessary funds are not available to fund this agreement as a result of action by Congress, DHRA, or the Office of Management and Budgeting, all obligations on the part of Rockwall County shall terminate.

Description of Property: An exhibit to this agreement will be provided when the equipment/property is purchased.

Contact Information: Any notifications or other communications related to this Agreement shall be sent to the following contacts:

Rockwall County	Recipient Agency
Glenda Denton	[Name]
Rockwall County Elections Administrator	[Title]
107 E. Kaufman St.	[Address]
Rockwall, TX 75087	[City, State, Zip]

AUTHORITY: This Interlocal Agreement is created by the authority of Rockwall County and the Recipient Agency listed below.

ROCKWALL COUNTY

By: _____
Jerry Hogan, County Judge

Date: _____

COUNTY OF _____

By: _____

Printed Name/Title: _____

Date: _____

09.16.14

Discussion/Action

regarding Burn Ban.

Cost: 0 ; Speaker: Judge Bonn ;

Backup: 0

09.16.15 Adjournment