

REGULAR MEETING – October 12, 2021

On this the 12<sup>th</sup> day of October 2021 at 9:00 A.M. the Honorable Commissioners Court of Blanco County convened in a REGULAR MEETING at a regular meeting place thereof in the Courthouse in Johnson City with the following members to-wit:

BRETT BRAY	COUNTY JUDGE
TOMMY WEIR	COMMISSIONER PCT. 1
EMIL UECKER	COMMISSIONER PCT. 2
CHRIS LIESMANN	COMMISSIONER PCT. 3
PAUL GRANBERG	COMMISSIONER PCT. 4
LAURA WALLA	COUNTY CLERK

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ITEM 1 – Call to Order and Roll Call.

Judge Bray and all 4 Commissioners announced present.

ITEM 2 – Pledge of Allegiance.

ITEM 3 – INVOCATION – Led by Commissioner Uecker this date.

ITEM 4 - PUBLIC COMMENTS – opportunity for the general public to address the Court on any matter. Comments are limited to 3 minutes.

The individuals listed below addressed the Court:

Kenneth Welch – Item #16  
Randy West – Item #18  
Katherine Peake – Item #18  
Adam Blanchard - Item #18  
Jim Austin – Item #18

ITEM 5 – Consider approval of minutes of prior Commissioners Court meeting(s). Vote on any action taken. (Judge Bray).

COMMISSIONER WEIR made the motion to dispense with the reading of the minutes and approve as presented, seconded by Commissioner Uecker. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER UECKER – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

ITEM 6 – Consider approval of the estimated October 2021 payroll. Vote on any action taken. (Judge Bray)

COMMISSIONER LIESMANN made the motion approving the estimated October 2021 payroll in the amount of \$382,628.76, seconded by Commissioner Granberg. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.  
COMMISSIONER WEIR – YES.  
COMMISSIONER UECKER – YES.  
COMMISSIONER LIESMANN – YES.  
COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

ITEM 7 – Consider approval of the official reports. Vote on any action taken. (Judge Bray)

COMMISSIONER UECKER made the motion to approve the official reports, seconded by Commissioner Weir. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.  
COMMISSIONER WEIR – YES.  
COMMISSIONER UECKER – YES.  
COMMISSIONER LIESMANN – YES.  
COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

ITEM 8 – Consider ratifying or approving line-item transfers as presented. Vote on any action taken. (Judge Bray)

No action taken, there were no transfers presented.

ITEM 9 – Consider approval of the outstanding bills. Vote on any action taken. (Judge Bray)

COMMISSIONER LIESMANN made the motion approving the outstanding bills in the amount of \$344,442.75, seconded by Commissioner Granberg. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.  
COMMISSIONER WEIR – YES.  
COMMISSIONER UECKER – YES.  
COMMISSIONER LIESMANN – YES.  
COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

ITEM 10 – Discussion and possible action regarding recommendations to proceed with an agreement with Langford Community Management Services for grant management services for GLO Community Block Grand Funding of the 2021 revisions to the Blanco County Hazard Mitigation Plan. Vote on any action taken. (Judge Bray & Deputy EMC Megna)

COMMISSIONER WEIR made the motion to proceed with an agreement with Langford Community Management Services for grant management services for GLO Community Block Grant Funding of the 2021 revisions to the Blanco County Hazard Mitigation Plan, seconded by Commissioner Liesmann. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.  
COMMISSIONER WEIR – YES.  
COMMISSIONER UECKER – YES.  
COMMISSIONER LIESMANN – YES.  
COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

ITEM 11 – Consider authorization for the County Judge to enter into a contract with Neffendorf and Blocker, PC to perform the outside audit for FY2020-21. Vote on any action taken. (Judge Bray)

COMMISSIONER LIESMANN made the motion authorizing the County Judge to enter into a contract with Neffendorf and Blocker, PC to perform the outside audit for FY2020-21, seconded by Commissioner Uecker. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.  
COMMISSIONER WEIR – YES.  
COMMISSIONER UECKER – YES.  
COMMISSIONER LIESMANN – YES.  
COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

ITEM 12 – Discussion and possible action regarding nominee(s) to the Blanco County Appraisal District's Board of Directors. Vote on any action taken. (Judge Bray)

COMMISSIONER WEIR made the motion to accept the nomination of Shelton Coleman to the Blanco County Appraisal District's Board of Directors, seconded by Commissioner Granberg. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.  
COMMISSIONER WEIR – YES.  
COMMISSIONER UECKER – YES.  
COMMISSIONER LIESMANN – YES.  
COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

ITEM 13 – Consider proposed holiday schedule for 2022. Vote on any action taken. (Judge Bray)

COMMISSIONER LIESMANN made the motion approving the proposed holiday schedule for 2022 and adding 1 floating holiday to make 2 floating holidays, seconded by Commissioner Weir. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.  
COMMISSIONER WEIR – YES.  
COMMISSIONER UECKER – YES.  
COMMISSIONER LIESMANN – YES.  
COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

ITEM 14 – Consider authorization for the County Judge to sign a “Release of Liability and Indemnity Agreement” with Lights Spectacular. Vote on any action taken. (Judge Bray)

COMMISSIONER LIESMANN made the motion authorizing the County Judge to sign a “Release of Liability and Indemnity Agreement” with Lights Spectacular, seconded by Commissioner Uecker. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER UECKER – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

ITEM 15 – Authorization to update employee handbook to add the option of keeping health insurance benefits for any person retiring before the age of 65 (at their expense). Vote on any action taken. (Judge Bray & Treasurer Swift)

COMMISSIONER LIESMANN made the motion authorizing the update of the employee handbook to add the option of keeping health insurance benefits for any person retiring before the age of 65 (at their expense), seconded by Commissioner Granberg. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER UECKER – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

ITEM 16 – Discussion and possible action regarding the live stream video recordings on YouTube of Commissioners’ Court meetings. Vote on any action taken. (Judge Bray)

COMMISSIONER WEIR made the motion to keep the live stream video recordings for preservation, seconded by Commissioner Uecker. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER UECKER – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

ITEM 17 – Consider approval of the specs and for the purchase of a 2022 Ford F-750 Dump Truck for Precinct 1 as outlined in the capital equipment portion of the Fy2021-22 budget. Vote on any action taken. (Commissioner Weir)

COMMISSIONER LIESMANN made the motion approving the specs and for the purchase of a 2022 F-750 Dump Truck for Precinct 1 as outlined in the capital equipment portion of the FY2021-22 budget, seconded by Commissioner Uecker. Judge Bray called for discussion and vote.



JUDGE BRAY – YES.  
COMMISSIONER WEIR – YES.  
COMMISSIONER UECKER – YES.  
COMMISSIONER LIESMANN – YES.  
COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

ITEM 19 – Consider accepting donation of land from Michael and Iris Lane to re-route Middle Creek Rd. and approval of abandonment of easement of old Middle Creek Rd. upon completion of new Middle Creek Rd. and authorization for Judge Bray to sign the necessary documentation for releasing easement. Vote on any action taken. (Commissioner Granberg)

COMMISSIONER GRANBERG moves to accept the donation of land from Michael and Iris Lane to re-route Middle Creek Rd. and approval of abandonment of easement of old Middle Creek Rd. upon completion of new Middle Creek Rd. and authorization for Judge Bray to sign the necessary documentation for releasing easement, seconded by Commissioner Liesmann. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.  
COMMISSIONER WEIR – YES.  
COMMISSIONER UECKER – YES.  
COMMISSIONER LIESMANN – YES.  
COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0.

ITEM 18 – Consider de-annexation and cancellation of lots 1, 2, and 3 in the Live Oak Canyon subdivision in accordance with Tx Local Gov't Code 232.008(b). Each attorney will be allotted 10 minutes. Vote on any action taken. (Commissioner Uecker)

COMMISSIONER UECKER made the motion de-annexing and cancelling lots 1, 2, and 3 in the Live Oak Canyon subdivision in accordance with Tx Local Gov't Code 232.008(b), seconded by Commissioner Granberg. Judge Bray called for discussion and vote.

JUDGE BRAY – AYE.  
COMMISSIONER WEIR – YES.  
COMMISSIONER UECKER – YES.  
COMMISSIONER LIESMANN – NAYE.  
COMMISSIONER GRANBERG – YES. MOTION CARRIED. 4/1

ITEM 20 – Consider burn ban. Vote on any action taken. (Judge Bray)

No action taken on this item.

ITEM 21 – Adjourn  
COMMISSIONER UECKER made the motion to adjourn, seconded by Commissioner Weir. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.  
COMMISSIONER WEIR – YES.

COMMISSIONER UECKER – YES.  
COMMISSIONER LIESMANN – YES.  
COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0.

Meeting adjourned at 10:22 o'clock a.m.

The above and foregoing minutes were examined and approved in Open Court this \_\_\_\_\_  
day of \_\_\_\_\_, 2021.

State of Texas

County of Blanco

I, Laura Walla, County Clerk, Blanco County, Texas attest that the foregoing is a true and correct  
accounting of the Commissioner's Court authorized proceedings for October 12, 2021.

\_\_\_\_\_  
County Clerk and Ex-Officio Member

of Commissioner's Court, Blanco County, Texas

Blanco County Commissioners' Court

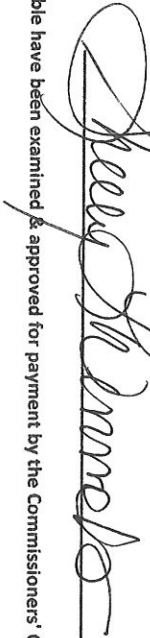
October 26, 2021

Invoice File Listing By Fund

Fund	Description	Disbursement
010	General Fund	\$ 152,188.14
012	Permanent School Fund	\$ 1,944.08
015	Road & Bridge Fund	\$ 19,351.53
017	Records Management Co Clerk	\$ 28,131.00
046	Countywide Road Improvement Fund	\$ 1,185.38
058	2021 Tax Note	\$ 2,250.00
060	Interest & Sinking Fund	\$ 950.00
<b>Total</b>		<b>\$ 205,600.13</b>

The attached list of Claims Payable have been examined & approved for payment by the Assistant County Auditor as provided by the Texas LGC 113.064 & 113.065

At test County Auditor



Date

10/21/21

The attached list of Claims Payable have been examined & approved for payment by the Commissioners' Court as provided by the Texas LGC 115.021 & 115.022

County Judge

Date

Commissioner Pct 1

Commissioner Pct 3

Commissioner Pct 2

Commissioner Pct 4

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 DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0300-GENERAL FUND REVENUES				
STATE COMPTROLLER	78265	A	1-74-6001460-2 CHILD SAFETY SEAT	90.31
STATE COMPTROLLER	78266	A	1-74-6001460-2 CRIMINAL COST	34,595.66
STATE COMPTROLLER	78267	A	1-74-6001460-2 ELECTRONIC FILING	1,981.57
STATE COMPTROLLER	78268	A	1-74-6001460-2 SPECIALTY PROGRAM	105.24
STATE COMPTROLLER	78269	A	1-74-6001460-2 CIVIL FEES	5,572.26
TEXAS COMMISSION ON LAW ENFORCEMENT	78204	A	AMY SHANKLIN MILITARY SERV.	35.00
DEPARTMENT TOTAL				42,380.04
0310-GENERAL FUND GRANTS				
CENTRALSQUARE TECHNOLOGIES	78234	A	CONSTABLE #1 GRANT	835.00
DEPARTMENT TOTAL				835.00
0400-COUNTY JUDGE EXPENSES				
TEXAS ASSOCIATION OF COUNTIES	78174	A	ACCT #239299 TX JUDICIAL ACADEMY	200.00
DEPARTMENT TOTAL				200.00
0410-COUNTY CLERK				
BUSINESS CENTER PRINT & OS	78208	A	OFFICE SUPPLIES	511.85
TEXAS ASSOCIATION OF COUNTIES	78175	A	WALLA WINTER CONFERENCE	200.00
DEPARTMENT TOTAL				711.85
0411-ELECTIONS ADMINISTRATOR				
ELECTION SYSTEMS & SOFTWARE	78187	A	INV #CD2004832	1,505.00
ELECTION SYSTEMS & SOFTWARE	78188	A	INV #CD2005550	5,830.00
ELECTION SYSTEMS & SOFTWARE	78224	A	INV #CD2008402 ELECTION SETUP	1,890.35
ELECTION SYSTEMS & SOFTWARE	78225	A	INV #CD2008999 ELECTION SETUP	56.16
ELECTION SYSTEMS & SOFTWARE	78226	A	INV #CD2008949 MEDIA	394.50
ELECTION SYSTEMS & SOFTWARE	78227	A	INV #CD2009618 ELECTION SETUP	478.55
ELECTION SYSTEMS & SOFTWARE	78228	A	INV #CD2008402 FREIGHT	18.25
ELECTION SYSTEMS & SOFTWARE	78229	A	INV #CD2008999 FREIGHT	18.26
ELECTION SYSTEMS & SOFTWARE	78230	A	INV #CD2008949 FREIGHT	60.60
ELECTION SYSTEMS & SOFTWARE	78231	A	INV #CD2009618 FREIGHT	60.60
HART INTERCIVIC	78189	A	INV#084807 TAC	2,032.00
JOHNSON CITY PUBLICATIONS LP	78235	A	PUBLIC NOTICE FOR L & A TESTING	50.00
TEXAS ASSOCIATION OF ELECTIONS ADMI	78223	A	DUES SPIES & REED	200.00
VERIZON WIRELESS	78192	A	ACCET #642413485-00002 ELECTIONS	826.99
DEPARTMENT TOTAL				13,421.26
0412-DISTRICT CLERK				
CDCAT	78241	A	REGISTRATION DOYLE	15.00
NORTHEAST TEXAS DATA CORP.	78156	A	ITEM #ND-012 ANNUAL CLOUD/HOSTING	5,893.75
NORTHEAST TEXAS DATA CORP.	78159	A	INV #ND-003043 ANNUAL SOFTWARE SERV	7,175.00
NORTHEAST TEXAS DATA CORP.	78162	A	INV #ND-003043 ANNUAL SOFTWARE SERV	7,300.00
DEPARTMENT TOTAL				20,383.75
0415-COUNTY ATTORNEY				
KIMBERLY AYERS	78233	A	REIMBURSE FOR FED/EX MAILING	38.53
SOFTWARE UNLIMITED CORPORATION	78172	A	INV #62319 CO ATTORNEY	276.95
DEPARTMENT TOTAL				315.48
0420-TAX ASSESSOR/COLLECTOR				
TEXAS ASSOCIATION OF COUNTIES	78232	A	CONFERENCE SPIES & MALY	475.00
DEPARTMENT TOTAL				475.00
0425-COUNTY SHERIFF				
AUTO CHLOR SERVICES, LLC	78186	A	INV #6672056 JAIL	291.56



DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
EXPRESS AUTOMOTIVE SERVICE	78194	A	INV #1-37677502 LEC	57.95
EXPRESS AUTOMOTIVE SERVICE	78195	A	INV #1-37677485 LEC	57.95
FRONTIER COMMUNICATIONS	78270	A	830-868-7104 LEC	905.58
ICS JAIL SUPPLIES INC.	78196	A	INV #W4805000 JAIL	30.91
LEATRICE ELSBURY	78203	A	REIMBURSEMENT FOR TRAINING	1,136.33
OFFICESUPPLY.COM	78198	A	OFFICE SUPPLIES	126.69
OFFICESUPPLY.COM	78199	A	JAIL SUPPLIES	107.96
PAY AND SAVE INC.	78197	A	LEC SUPPLIES, JANITORIAL	4.28
PAY AND SAVE INC.	78249	A	MILK JAIL	15.96
PEDERNALES ELECTRIC COOP	78165	A	INV #955 LEC	3,774.45
PERFORMANCE FOOD SERVICE	78200	A	JAIL FOOD	899.42
PERFORMANCE FOOD SERVICE	78201	A	JAIL SUPPLIES	25.42
PERFORMANCE FOOD SERVICE	78250	A	INV #1399388 JAIL	2,046.56
PERFORMANCE FOOD SERVICE	78251	A	INV #1399388 JAIL	25.42
PERFORMANCE FOOD SERVICE	78252	A	INV #1392739 JAIL	1,756.64
PETERSON TIRE	78202	A	INV #36933 UNIT 1904	100.00
SOUTHERN HEALTH PARTNERS	78173	A	INV #BASE42326 JAIL	5,732.78
SOUTHERN HEALTH PARTNERS	78191	A	NOVEMBER BASE INV #42576	5,732.78
WORKQUEST	78253	A	INV #182655 TEST KITS	130.00
DEPARTMENT TOTAL				22,958.64
0435-INDIGENT HEALTH CARE				
BLANCO COUNTY ESD 2	78124	A	PATIENT #1654	324.93
BLANCO PHARMACY & WELLNESS	78125	A	ACCT #113 INDIGENT	190.98
QUEST DIAGNOSTIC	78169	A	PATIENT #3837291333R	14.46
DEPARTMENT TOTAL				530.37
0440-COUNTY EXTENSION AGENCY				
D10EAFS	78240	A	GRETCHEN SANDERS DUES	170.00
DEPARTMENT TOTAL				170.00
0445-EMERGENCY MANAGEMENT				
DIALTONESERVICEES L.P.	78255	A	ACCT #10000001488 EMC	7.27
DIALTONESERVICEES L.P.	78256	A	ACCT #10000001486 CO JUDGE	7.27
DIALTONESERVICEES L.P.	78257	A	ACCT #10000001443 SHERIFF	7.27
DIALTONESERVICEES L.P.	78258	A	ACCT #10000001487 DISPATCH	7.27
DEPARTMENT TOTAL				29.08
0450-JUDICIAL EXPENSES				
FRONTIER COMMUNICATIONS	78262	A	830-868-7986 JUDICIAL	208.44
GREENWALT COURT REPORTING	78139	A	INV #6008 CO CLERK	458.80
KYLE J. ERNST	78149	A	33RD CASE #1823 & 1706	575.00
MATTHEW L. RIENSTRA	78153	A	33RD CASE #1855	325.00
PERRY THOMAS	78167	A	33RD CASE #CR01871	425.00
REGIONAL PUBLIC DEFENDER FOR CAPITA	78170	A	INV #FY2022.189 BLANCO COUNTY	5,058.00
THIRD ADMINISTRATIVE JUD REG	78176	A	ASSESSMENT 2021-2022	485.00
DEPARTMENT TOTAL				7,535.24
0451-DISTRICT JUDGE				
ALAN GARRETT	78118	A	JUVENILE BOARD COMP	100.00
ALAN GARRETT	78119	A	DISTRICT JUDGE SUPPLEMENT	51.40
EVAN C. STUBBS	78182	A	JUVENILE BOARD COMP., 424TH	100.00
EVAN C. STUBBS	78183	A	DISTRICT JUDGE SUPPLEMENT	51.40
DEPARTMENT TOTAL				302.80
0453-JUVENILE PROBATION				
JUVENILE PROBATION DEPT	78148	A	OCTOBER 2021	4,393.48
DEPARTMENT TOTAL				4,393.48

## DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
BIS CONSULTING, LLC	78122	A	INV #5008	3,000.00
BLANCO FLORAL & GIFT SHOP	78123	A	INV #2-6566	81.99
CANON FINANCIAL SERVICES, INC.	78127	A	INV #27484821 JUDGES OFFICE	37.92
CANON FINANCIAL SERVICES, INC.	78128	A	INV #27484816 LEC	83.52
CANON FINANCIAL SERVICES, INC.	78129	A	INV #27484817 MAILROOM	141.48
CANON FINANCIAL SERVICES, INC.	78130	A	INV #27484818 LEC	141.48
CANON FINANCIAL SERVICES, INC.	78131	A	INV #27484819 JP 1	40.32
CANON FINANCIAL SERVICES, INC.	78132	A	INV #27484820 DIST CLERK	131.19
CANON FINANCIAL SERVICES, INC.	78133	A	INV #27484811 LEC	47.73
CANON FINANCIAL SERVICES, INC.	78134	A	INV #27484810 JP 4	47.73
CANON FINANCIAL SERVICES, INC.	78135	A	INV #27484809 DIST CLERK	142.35
CANON FINANCIAL SERVICES, INC.	78136	A	INV #27484812 EXTENSION	37.92
CANON FINANCIAL SERVICES, INC.	78137	A	INV #27484813 TAC	35.52
CANON FINANCIAL SERVICES, INC.	78138	A	INV #27484814 CO CLERK	116.19
CAPITOL AREA COUNCIL OF GOVERNMENTS	78140	A	ANNUAL DUES INV #2022M 167	618.25
DECOTY	78147	A	INV #863482 SUPPLIES	44.00
FRONTIER COMMUNICATIONS	78259	A	830-868-2228 FAX ELEV	344.81
FRONTIER COMMUNICATIONS	78260	A	830-868-7208 AUDITOR	7.73
FRONTIER COMMUNICATIONS	78261	A	830-868-4266 COUNTY	1,406.25
GRAVES HUMPHRIES, STAHL, LIMITED	78141	A	REPORT #COL005 JP 4	398.54
GVTC	78142	A	830-833-4212 SOUTH ANNEX	300.10
GVTC	78143	A	830-833-4212 SOUTH ANNEX INTERNET	134.90
GVTC	78144	A	830-833-5331 PCT 1 & 4 INTERNET	94.95
HILL COUNTRY WIRELESS & TECHNOLOGY	78254	A	ACCT #1040	25.00
LIESMANN MOWING	78190	A	COURTHOUSE, ANNEX & ODL JAIL	275.00
LOWER COLORADO RIVER AUTHORITY	78152	A	OCTOBER 2021	285.03
OMNIBASE SERVICES OF TEXAS, LP	78164	A	REPORT #321-004016 JP 4	18.00
PEDERNALES ELECTRIC COOP	78166	A	INV #955 COUNTY	2,691.11
TIME WARNER CABLE	78177	A	ACCT #8260161060144415 COURTHOUSE	1,399.00
TK ELEVATOR	78178	A	INV #3006208310	295.14
VERTICAL BRIDGE S3 ASSETS, LLC	78180	A	INV #00253180 NOVEMBER	1,603.43
DEPARTMENT TOTAL				14,026.58
0515-JUSTICE OF THE PEACE PCT #1				
NORTHEAST TEXAS DATA CORP.	78157	A	ITEM #ND-012 ANNUAL CLOUD/HOSTING	5,893.75
NORTHEAST TEXAS DATA CORP.	78160	A	INV #ND-003043 ANNUAL SOFTWARE SERV	5,325.00
DEPARTMENT TOTAL				11,218.75
0520-JUSTICE OF THE PEACE #4				
GOVERNMENT FORMS & SUPPLIES, LLC	78193	A	INQUEST DOCKET BOOK	401.33
NORTHEAST TEXAS DATA CORP.	78154	A	REPORT #CAS017 JP 4	58.00
NORTHEAST TEXAS DATA CORP.	78158	A	ITEM #ND-012 ANNUAL CLOUD/HOSTING	5,893.75
NORTHEAST TEXAS DATA CORP.	78161	A	INV #ND-003043 ANNUAL SOFTWARE SERV	5,325.00
DEPARTMENT TOTAL				11,678.08
0525-CONSTABLE PCT #1				
VERIZON WIRELESS	78179	A	TELEPHONE CONSTABLE #1	47.74
DEPARTMENT TOTAL				47.74
0550-RECYCLING COORDINATOR				
CENTRAL WASTE & RECYCLING, LLC	78221	A	INV# 146517 GLASS TRANSPORTATION	575.00
DEPARTMENT TOTAL				575.00
FUND TOTAL				152,188.14

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 DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0400-PERMANENT SCHOOL LAND EXPENSES				
BAILEY CENTRAL APPRAISAL DIST	78120	A	ID #15161	150.24
BAILEY CENTRAL APPRAISAL DIST	78121	A	ID #28093	744.08
LAMB COUNTY APPRAISAL DISTRICT	78150	A	ID #47633	176.36
LAMB COUNTY APPRAISAL DISTRICT	78151	A	ID #10413	873.40
DEPARTMENT TOTAL				1,944.08
FUND TOTAL				1,944.08

DEPARTMENT				
NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0540-R&B PCT #1				
GIVLER ENGINEERING, INC	78209	A	ROAD PROJECTS	12,437.72
GVTC	78145	A	830-833-5331 PCT 1	46.05
HYE PIPE & FEED	78222	A	ORDER #1581095 PCT 1	124.99
OUTLAW LUMBER & HARDWARE, LLC	78211	A	ACCT #6800 PCT 1	12.78
PATHMARK TRAFFIC PRODCT/TX INC	78210	A	INV #10866 PCT 1	268.25
DEPARTMENT TOTAL				12,889.79
0550-R&B PCT #2				
CLOSNER EQUIPMENT CO.	78237	A	ORDER #SV0071570	1,448.16
FRONTIER COMMUNICATIONS	78263	A	830-868-4471 PCT 2	109.74
PETERSON TIRE	78239	A	INV #36687 & #36747	68.95
DEPARTMENT TOTAL				1,626.85
0560-R&B PCT #3				
CLOSNER EQUIPMENT CO.	78238	A	ORDER SV0071570	1,448.16
FRONTIER COMMUNICATIONS	78264	A	830-825-3270 PCT 3	90.44
ODIORNE FEED/RANCH SUPPLY INC	78205	A	INV #179337 PCT 3	168.00
ODIORNE FEED/RANCH SUPPLY INC	78206	A	INV #179336 PCT 3	149.99
ODIORNE FEED/RANCH SUPPLY INC	78207	A	INV #179460 PCT 3	27.95
ODIORNE FEED/RANCH SUPPLY INC	78246	A	EQUIP MAINT/TOOLS	155.00
PETERSON TIRE	78212	A	EQUIP MAINT/TOOLS	49.95
POSTMASTER/BOX RENT	78242	A	POST OFFICE BOX RENT 36	72.00
RDO EQUIPMENT	78247	A	INV #P4314223 PCT 3	191.22
STROEHER & OLFERS INC	78248	A	INV #210253 PCT 3	1,728.63
THIRD COAST DISTRIBUTING, LLC	78243	A	INV #73303 PCT 3	197.96
THIRD COAST DISTRIBUTING, LLC	78244	A	INV #73305 PCT 3	5.00
THIRD COAST DISTRIBUTING, LLC	78245	A	INV #73389 PCT 3	34.99
DEPARTMENT TOTAL				4,319.29
0570-R&B PCT #4				
GVTC	78146	A	830-833-1077 PCT 4	45.38
OUTLAW LUMBER & HARDWARE, LLC	78216	A	INV #11770 PCT 4	108.98
OUTLAW LUMBER & HARDWARE, LLC	78217	A	INV #10427 PCT 4	12.99
PETERSON TIRE	78218	A	INV #46331 PCT 4	20.00
SEYMOURS INC.	78219	A	INV #49863 PCT 4	126.75
SEYMOURS INC.	78220	A	INV #49944 PCT 4	152.66
THIRD COAST DISTRIBUTING, LLC	78213	A	INV #858877 PCT 4	6.29
THIRD COAST DISTRIBUTING, LLC	78214	A	INV #858741 PCT 4	21.87
THIRD COAST DISTRIBUTING, LLC	78215	A	INV #858480	20.68
DEPARTMENT TOTAL				515.60
FUND TOTAL				19,351.53



-----

DEPARTMENT				
NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0300-RECORDS MANAGEMENT CLERK REVENUES				
GOVOS, INC.	78185	A	INV-KSW-001916 CO CLERK	1,184.00-
DEPARTMENT TOTAL				1,184.00-
0400-RECORDS MANAGEMENT CLERK EXPENSES				
GOVOS, INC.	78184	A	INV-KSW-001916 CO CLERK	1,946.25
NORTHEAST TEXAS DATA CORP.	78155	A	ITEM #ND-012 ANNUAL CLOUD/HOSTING	5,893.75
NORTHEAST TEXAS DATA CORP.	78163	A	INV #ND-003043 ANNUAL SOFTWARE SERV	13,230.00
PPT	78168	A	INV #70246 CO CLERK	8,245.00
DEPARTMENT TOTAL				29,315.00
FUND TOTAL				28,131.00

---

DEPARTMENT				
NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0400-EXPENSES				
DOUCET & ASSOCIATES, INC	78236	A	PCT 2	1,185.38
DEPARTMENT TOTAL				1,185.38
FUND TOTAL				1,185.38

-----  
DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0400-2021 TAX NOTE EXPENSES				
RG ENVIRONMENTAL LLC	78171	A	INSPECT OLD JAIL & COURTHOUSE	2,250.00
DEPARTMENT TOTAL				2,250.00
FUND TOTAL				2,250.00

-----  
DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0400-INTEREST & SINKING EXPENSES				
BROADWAY BANK	78126	A	LOAN #175510000	400.00
WELLS FARGO BANK, N.A.	78181	A	ADMINISTRATION CHARGES	550.00
DEPARTMENT TOTAL				950.00
FUND TOTAL				950.00



-----  
DEPARTMENT

NAME-OF-VENDOR

INVOICE-NO

S

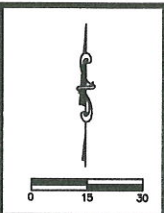
DESCRIPTION-OF-INVOICE

AMOUNT

GRAND TOTAL

206,000.13

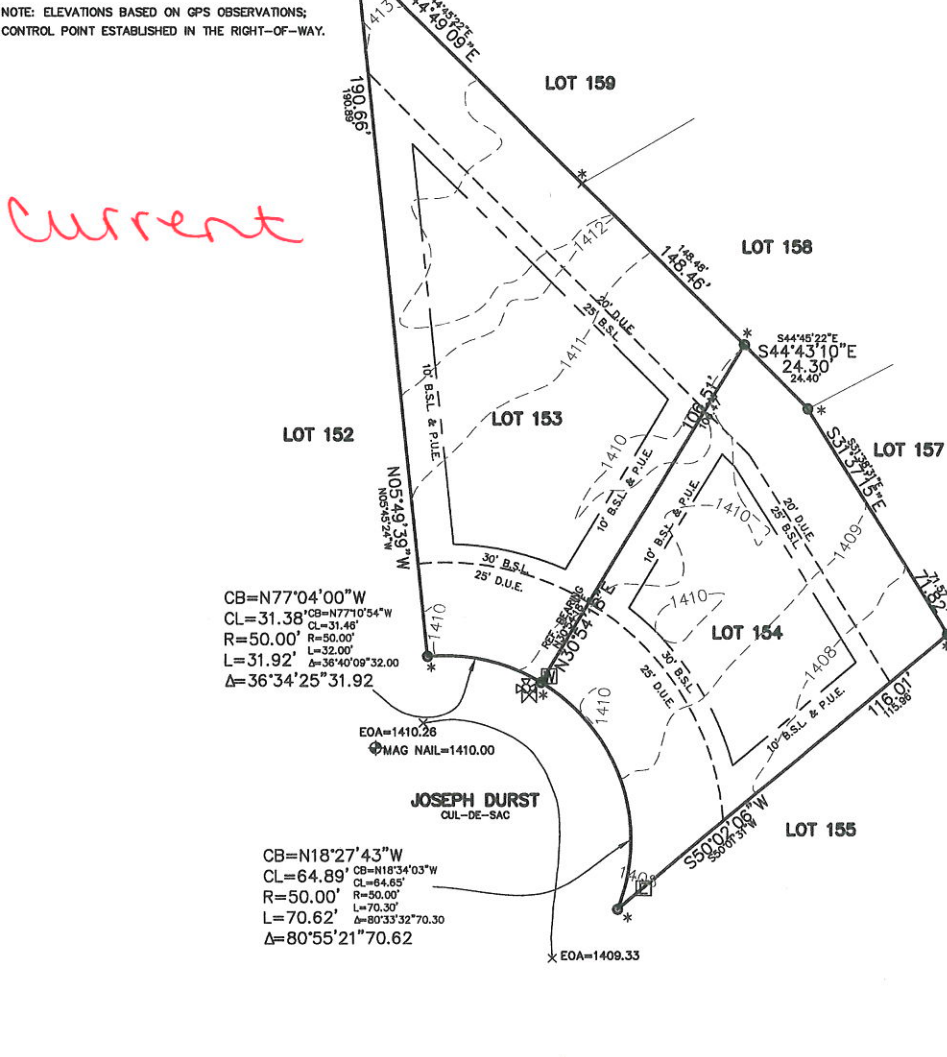
SUBJECT TO RECORDED RESTRICTIVE COVENANTS AND/OR EASEMENTS AS FOLLOWS:		
VOL. ___	PAGE ___	RECORDS
VOL. ___	PAGE ___	RECORDS
VOL. ___	PAGE ___	RECORDS
VOL. ___	PAGE ___	RECORDS
VOL. ___	PAGE ___	RECORDS
VOL. ___	PAGE ___	RECORDS
VOL. ___	PAGE ___	RECORDS
DOCUMENT # ___		RECORDS
DOCUMENT # ___		RECORDS
DOCUMENT # ___		RECORDS



NOTE: THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND MAY NOT SHOW ALL SETBACK / EASEMENTS OR OTHER MATTERS AFFECTING THIS PROPERTY.

NOTE: ELEVATIONS BASED ON GPS OBSERVATIONS; CONTROL POINT ESTABLISHED IN THE RIGHT-OF-WAY.

NOTE: NO FENCES AT THE TIME OF THIS SURVEY.



<b>LEGEND</b>	N45°00'00"E 100.00'	RECORD INFORMATION	S45°00'00"W 100.00'	AS MEASURED IN FIELD	PROPERTY CORNER MONUMENTATION SET	GUARD SET	WATER FLOW	X100.00	100.00'	ELEVATION DATA	CLEAN OUT		
TREE	CONG. CURB	RETAINING WALL	HYDRANT	AC	TRANSFORMER	ELECTRIC BOX	TELEPHONE PEDESTAL	CABLE	METER	POLE	WATER VALVE	LIGHT POST	OVERHEAD ELECTRIC LINE
LOT(S) 153 & 154 BLOCK ___ N.C.B. ___ SUBDIVISION ROCKIN J RANCH UNIT 2													
VOLUME ___ PAGE ___ DOCUMENT # ___ OF THE MAP & PLAT RECORDS OF BLANCO COUNTY,													
WITNESS MY HAND AND SEAL THIS 27TH DAY OF JULY, 2021. ADDRESS: 1096 & 1097 JOSEPH DURST													
BUYER: MSG MANAGEMENT INC GF# ___													

I, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE ABOVE PLAT IS TRUE AND CORRECT ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION, OF THE PROPERTY DESCRIBED HEREON. I FURTHER CERTIFY THAT ENCROACHMENTS, EASEMENTS AND RIGHT-OF-WAYS VISIBLE ON SITE ARE SHOWN HEREON. SETBACKS AND EASEMENTS SHOWN ARE FROM RECORDED COUNTY DOCUMENT RECORDS. MUNICIPAL RESTRICTIONS ARE NOT SHOWN.

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*Stephen G. Cook*  
STEPHEN G. COOK, R.P.L.S.



999-779-417  
SGCE JOB NO#  
CAR GT  
DRAWN BY SURV. BY  
DISK CADD/W



STEPHEN G. COOK ENGINEERING, INC.  
REGISTERED LAND SURVEYORS  
TYPE FIRM # F-104  
TPLS # 10005400

13302 THORNBRIDGE LANE  
SAN ANTONIO, TEXAS 78232-4117  
210/461-2533  
WWW.SGCE.NET

SUBJECT TO RECORDED RESTRICTIVE COVENANTS AND/OR EASEMENTS AS FOLLOWS:

VOL. \_\_\_ PAGE \_\_\_ RECORDS

VOL. \_\_\_ PAGE \_\_\_ RECORDS

VOL. \_\_\_ PAGE \_\_\_ RECORDS

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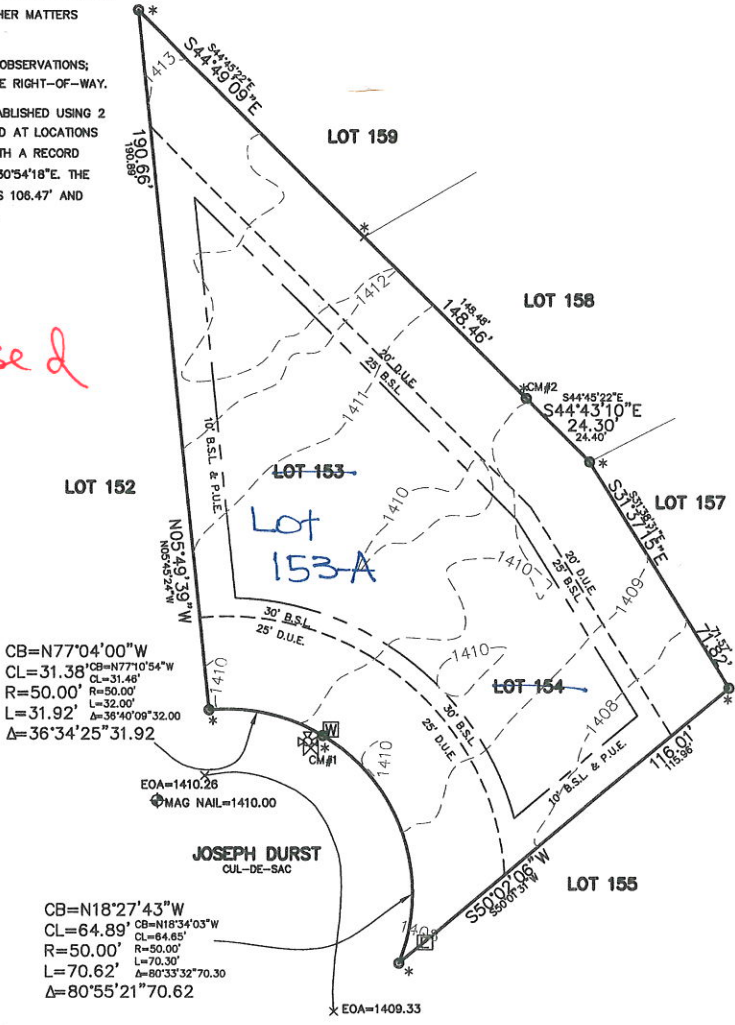
NOTE: THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND MAY NOT SHOW ALL SETBACK / EASEMENTS OR OTHER MATTERS AFFECTING THIS PROPERTY.

NOTE: NO FENCES AT THE TIME OF THIS SURVEY.

NOTE: ELEVATIONS BASED ON GPS OBSERVATIONS; CONTROL POINT ESTABLISHED IN THE RIGHT-OF-WAY.

NOTE: THE REF. BEARING WAS ESTABLISHED USING 2 RECORD PROPERTY CORNERS, FOUND AT LOCATIONS LABELED "CM #1" AND "CM #2", WITH A RECORD CALCULATED CHORD BEARING OF N30°54'18"E. THE RECORD CALCULATED DISTANCE WAS 108.47' AND THE FOUND DISTANCE WAS 108.51'.

*Proposed*



CB=N77°04'00"W  
 CL=31.38  
 R=50.00'  
 L=31.92'  
 Δ=36°34'25"31.92

CB=N18°27'43"W  
 CL=64.89'  
 R=50.00'  
 L=70.62'  
 Δ=80°55'21"70.62

<b>LEGEND</b>	N45°00'00"E 100.00'	RECORD INFORMATION	S45°00'00"W 100.00'	AS MEASURED IN FIELD	PROPERTY CORNER MONUMENTATION	GUARD SET	WATER FLOW	X100.00	100.00	ELEVATION DATA	CLEAN OUT			
TREE	CONC. CURB	RETAINING WALL	FIRE HYDRANT	AC	TRANSFORMER	ELECTRIC BOX	TELEPHONE PEDESTAL	CABLE	W/ METER	POWER POLE	WATER VALVE	LIGHT POST	OHE	OVERHEAD ELECTRIC LINE

LOT(S) 153 & 154 BLOCK -- N.C.B. -- SUBDIVISION ROCKIN J RANCH UNIT 2

VOLUME -- PAGE -- DOCUMENT # -- OF THE MAP & PLAT RECORDS OF BLANCO COUNTY,

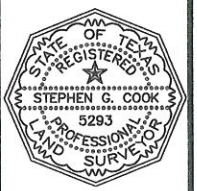
WITNESS MY HAND AND SEAL THIS 27TH DAY OF JULY, 2021. ADDRESS: 1096 & 1097 JOSEPH DURST

BUYER: MSG MANAGEMENT INC GF# --

I, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE ABOVE PLAT IS TRUE AND CORRECT ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION, OF THE PROPERTY DESCRIBED HEREON. I FURTHER CERTIFY THAT ENCROACHMENTS, EASEMENTS AND RIGHT-OF-WAYS VISIBLE ON SITE ARE SHOWN HEREON. SETBACKS AND EASEMENTS SHOWN ARE FROM RECORDED COUNTY DOCUMENT RECORDS. MUNICIPAL RESTRICTIONS ARE NOT SHOWN.

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*Stephen G. Cook*  
 STEPHEN G. COOK, R.P.L.S.

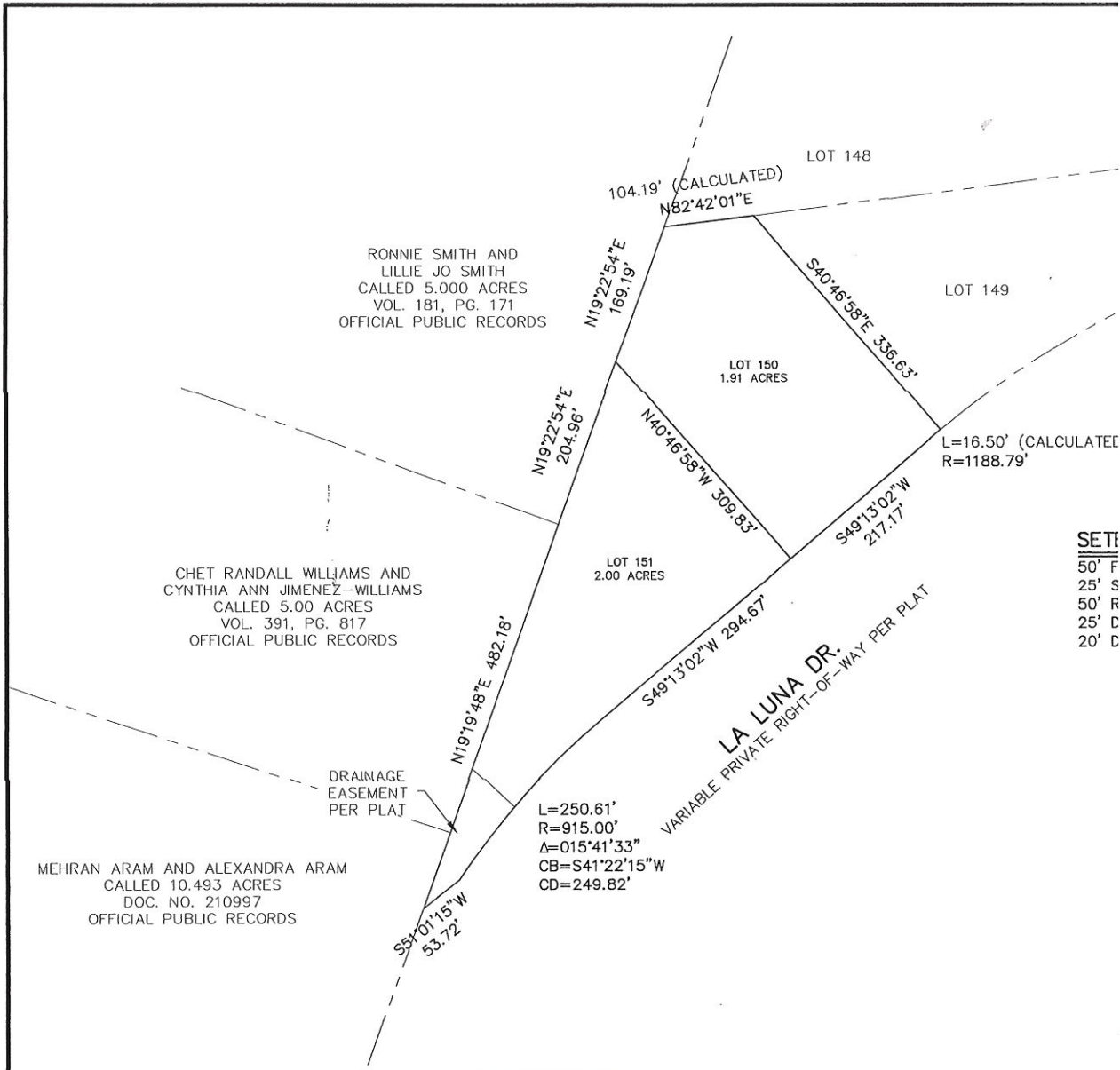


999-779-417  
 SGCE JOB NO#  
 CAR GT  
 DRAWN BY SURV. BY  
 DISK CADD/W



STEPHEN G. COOK ENGINEERING, INC.  
 REGISTERED LAND SURVEYORS  
 TYPE FIRM # P-104  
 TRPLS # 10008400

13302 THORNBRIDGE LANE  
 SAN ANTONIO, TEXAS 78232-4117  
 210/481-2533  
 WWW.SGCE.NET



SET  
50' F  
25' S  
50' R  
25' C  
20' D

**CURRENT CONFIGURATION**

LOTS 150 AND 151, CIELO SPRINGS SECTION 4, RECORDED IN VOLUME 1, PAGES 367-372, PLAT RECORDS, BLANCO COUNTY, TEXAS  
SCALE:  
1"=200'



LOT 148

LOT 149

RONNIE SMITH AND  
LILLIE JO SMITH  
CALLED 5.000 ACRES  
VOL. 181, PG. 171  
OFFICIAL PUBLIC RECORDS

LOT 150A  
3.91 ACRES

L=16.55'  
R=1188.79'  
Δ=000°47'51"  
CB=S48°34'22"W  
CD=16.55'

L=250.34'  
R=915.00'  
Δ=015°40'33"  
CB=S41°19'36"W  
CD=249.56'

*Proposed*

ND  
AMS  
S

APPROXIMATE LINE OF THE CITY OF BLANCO E.T.

LA LUNA DR.  
(VARIABLE PRIVATE RIGHT-OF-WAY PER PLAT)

KNOW ALL MEN BY THESE PRESENTS, THAT I, THE UNDERSIGNED, A REGISTERED SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT I MADE AN ACCURATE SURVEY OF THE PLATTED LAND AND THAT THE CORNER MONUMENTS SHOWN WERE FOUND AS NOTED/DESCRIBED OR PLACED UNDER MY SUPERVISION.

PRELIMINARY. THIS DOCUMENT SHALL NOT BE RECORDED FOR

09/09/2021

CHRISTOPHER JURICA, RPLS #6344



JOB NO.: 15  
DRAWN BY:

**RESOLUTION**

MAKING AN APPOINTMENT TO THE BOARD OF DIRECTORS OF THE  
CAPITAL AREA HOUSING FINANCE CORPORATION

**WHEREAS** The Articles of Incorporation of the Capital Area Housing Finance Corporation authorize the Commissioners Court of Blanco County, Texas, to appoint one director of the Corporation; and

**WHEREAS** The term of the current director from this County, James Sultemeier, expires October 21, 2021; now, therefore be it

**RESOLVED** By the Commissioners Court of Blanco County, Texas, that:

\_\_\_\_\_ is appointed a director of the Corporation to serve for the four-year term beginning October 22, 2021 and ending October 21, 2025, or until his successor is duly appointed and qualifies.

Adopted this \_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
County Judge

Attest:

\_\_\_\_\_  
[Deputy] County Clerk

Date	10/11/2021
Estimate #	32380
Estimate By	George Severe
	george@defendersupply.c...
	903-771-0845



Bill To
Blanco County TX SO Chief Deputy Leonard 400 U S Hwy 281 South Johnson City Texas 78636

Customer Contact	Customer Phone	Customer E-mail
	830-868-7104 305	nleonard@co.blanco.tx.us

2022 Dodge Durango V8		Vehicle Base Color - White			
Description	Location	Qty	Price	Total	
2022 Dodge Durango Pursuit Rated V8 AWD with 5.7L HEMI Engine, 8-Speed Auto Transmission, 3.45 Axle Ratio, High Speed Engine Controller, Performance Exhaust, P265/60R18 Performance BSW Tires, 220 Amp Alternator, 650 Cold Cranking Maintenance Free Battery, Engine Oil Cooler, Heavy Duty Cooling, Heavy Duty Braking, Cruise Control, Back Up Camera, Electronic Stability Control, 12 Way Driver Seat, Power Windows / Door Locks & Full-Size Spare Tire, Heavy Duty Cloth Seats, Vinyl Flooring, Rear Vinyl Seat, Skid Plate Protection Group, Deactivate Rear Doors/Windows & 4 Additional Key Fobs. (Spotlight is optional).		1	37,603.41	37,603.41	
Make Payment to: Holiday Chrysler Dodge Jeep RAM 1609 Highway 380 ByPass Graham, TX 76450  (Purchased on Tarrant County Cooperative Contract thru Holiday Chrysler Dodge Jeep Ram).  Vin #  Customer PO #  Title as: Blanco County 400 U S Hwy 281 South Johnson City Texas 78636					
2 Year Texas State Inspection Certificate		1	7.00	7.00	
Defender Supply DURANGO Driver Side Spot Light. Includes Installation.		1	525.00	525.00	
Defender Supply P46SC LED Spot Light Bulb Replacement. Includes Installation.				187.45	

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.

**Vehicle & Emergency Equipment Total**

Signature



Date	10/11/2021
Estimate #	32380
Estimate By	George Severe
	george@defendersupply.c...
	903-771-0845



Bill To
Blanco County TX SO Chief Deputy Leonard 400 U S Hwy 281 South Johnson City Texas 78636

Customer Contact	
Customer Phone	830-868-7104 305
Customer E-mail	nleonard@co.blanco.tx.us

<b>2022 Dodge Durango V8</b>	Vehicle Base Color - White
------------------------------	----------------------------

Description	Location	Qty	Price	Total
Defender Supply Mirror Lighting Package 1 - Includes Two Tri-Color Super LED Light Heads Mounted Under Mirror (R/B/W) with 180° Light Spread and integrated Alley Function. Includes Installation.		1	889.85	889.85
Defender Supply Rear Side Window Lighting Package - Includes Two Tri Color Super LED Light Heads (R/B/W) Mounted 1 on Each Rear Side Window. Progressing Flash Patterns with Slide Switch, Alley, Low Power and Cruise Functions Available (Core/Carbide Only). Includes Installation. ***Requires CARGO-##-2 Harness***		1	423.00	423.00
Defender Supply Cargo Harness, Configuration 2. Works with Tahoe or Interceptor Utility.		1	50.00	50.00
Defender Supply DURANGO Tail Light Hide-Away Lighting Package -Includes 2, Dual Color Super LED Light Heads (1x R/W, 1x B/W) Inserted in the Reverse Section of the Tail Lights. Cruise, Low Power and White in Reverse Function Available (Configuration 2 Core/Carbide Only). Includes Installation.		1	240.00	240.00
Defender Supply DURANGO Traffic Advisor  - 1 Eight Dual Color Module Super LED Full Function Light Stick (R/A, B/A) with Progressing Flash Patterns with Slide Switch, Cruise, Low Power Functions Mounted on Rear Hatch Behind Glass with Vehicle Specific Shroud and Brackets.  - 2, Dual Color Super LED Light Heads (R/B), Mounted Horizontally Under The Hatch on Each Corner, Rear Facing When Open. Includes Installation.		1	1,242.77	1,242.77
Defender Supply DURANGO Prisoner Partition with Full Across Poly Window with Center Slider, Recessed Center and Lower Kick Panels. Includes Shipping and Installation.		1	937.25	937.25
Defender Supply Surface Mount Dual Weapon Universal Cuff Lock with 8 Second Timer, Switch, Defender Supply Gunlock Wire Harness. Includes Installation.		1	452.50	452.50

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.

<b>Vehicle &amp; Emergency Equipment Total</b>
--

Signature

Date	10/11/2021
Estimate #	32380
Estimate By	George Severe
	george@defendersupply.c...
	903-771-0845



Bill To
Blanco County TX SO Chief Deputy Leonard 400 U S Hwy 281 South Johnson City Texas 78636

Customer Contact	
Customer Phone	830-868-7104 305
Customer E-mail	nleonard@co.blanco.tx.us

2022 Dodge Durango V8		Vehicle Base Color - White		
Description	Location	Qty	Price	Total
Misc. Shop Supplies		1	30.00	30.00
Shipping of Above Emergency Parts for Upfit		1	150.00	150.00
Installation of Above Emergency Equipment & Customer Supplied:		6	110.00	660.00
Police Radio - Motorola APX 6500				
Police Radio Speaker				
Police Radio Wiring Harness				
Docking Station				
Axon Camera System				
NetCloud Essentials for mobile routers IBR900 router with wifi # MA1-0900600M-NNA				
SH-IN2440 Panorama Antennas low profile Sharkfin 5 in 1 Ant. - Roof Mount				
Charge Guard-Select CG-X				
Pentax printer mount # PJ723-VK				
Pocket Jet 7 vehicle kit printer # C-PM-101 - Ceiling Mount				
Havis Slide out locking swing arm with motion adapter # C-MD-112 11				
Havis Premium Passenger Side Mount Package for 2021 Dodge Durango # PKG PSM 345				
Customer to Pick Up Vehicle(s)				

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.

**Vehicle & Emergency Equipment Total**

Signature



Date	10/11/2021
Estimate #	32382
Estimate By	George Severe
	george@defendersupply.c...
	903-771-0845



Bill To
Blanco County TX SO Chief Deputy Leonard 400 U S Hwy 281 South Johnson City Texas 78636

Customer Contact	
Customer Phone	830-868-7104 305
Customer E-mail	nleonard@co.blanco.tx.us

2022 RAM 1500 SSV Cre...	Vehicle Base Color - White
--------------------------	----------------------------

Description	Location	Qty	Price	Total
<p>2022 RAM 1500 SSV Crew Cab 4WD with 5.7L V8 HEMI, Selectable 2WD or 4WD Capability, 8-Speed Auto Trans, 4-Wheel Heavy Duty Disc Brakes with ABS, 220 Amp Alternator, Engine Oil Cooler, Heavy Duty Cooling, Heavy Duty Braking, Electronic Stability Control, Rear Back Up Camera, Cruise Control, Full Size Spare, Class 4 Trailer Hitch, Spray-In Bed Liner, Vinyl Flooring, Cloth Front Seats &amp; Vinyl Rear Seats &amp; Front License Plate Bracket. (No Spotlight) (Purchased on Tarrant County Cooperative Contract # 2020-174 thru Holiday Chrysler Dodge Jeep Ram).</p> <p>Holiday Chrysler Dodge Jeep RAM 1609 Highway 380 ByPass Graham, TX 76450</p> <p>(Purchased on Tarrant County Cooperative Contract thru Holiday Chrysler Dodge Jeep Ram).</p> <p>Additional Options:</p> <p>DSA - Anti-Spin Rear Differential AJB - Remote Start &amp; Security Group AED - Chrome Appearance Package, Bright Front &amp; Rear Bumpers, Bright Grille MDA - Front License Plate Bracket ADB - Protection Group TTB - On/Off Road Tires XB9 - RamBox Cargo Management System, 4 Adjustable Cargo Tie-Downs Hooks, Bed Cargo Divider/Extender &amp; LED Bed Lighting</p> <p>Vin #</p> <p>Customer PO #</p> <p>Title as: Blanco County 400 U S Hwy 281 South Johnson City Texas 78636</p>		1	34,109.17	34,109.17

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.

**Vehicle & Emergency Equipment Total**

Signature

Date	10/11/2021
Estimate #	32382
Estimate By	George Severe
	george@defendersupply.c...
	903-771-0845



Bill To
Blanco County TX SO Chief Deputy Leonard 400 U S Hwy 281 South Johnson City Texas 78636

Customer Contact	
Customer Phone	830-868-7104 305
Customer E-mail	nleonard@co.blanco.tx.us

2022 RAM 1500 SSV Cre...	Vehicle Base Color - White
--------------------------	----------------------------

Description	Location	Qty	Price	Total
Customer Supplied Docking Station				
Defender Supply Computer Mount; RAM Console. Includes Installation.		1	426.89	426.89
Defender Supply RAM Textured Coating Heavy Duty Bolt-on Brush Guard Wings. Includes Installation.		1	607.60	607.60
Defender Supply RAM Headlight Flasher - Headlight Light Flashing Module. Includes Installation.		1	232.93	232.93
Defender Supply Mirror Lighting Package 1 - Includes Two Tri-Color Super LED Light Heads Mounted Under Mirror (R/B/W) with 180° Light Spread and integrated Alley Function. Includes Installation.		1	889.85	889.85
Defender Supply Rear Side Window RAM Lighting Package - Includes 2 Tri Color Super LED Light Heads (R/B/W), Mounted in Rear Side Glass on Rear Passenger Doors with Brackets. Progressing Flash Patterns with Slide Switch, Alley, Low Power and Cruise Functions Available (Core/Carbide Only). Includes Installation.		1	478.00	478.00
Defender Supply Tail Light Hide-Away Lighting Package -Includes 2, Dual Color Super LED Light Heads (1x R/W, 1x B/W) Inserted in the Reverse Section of the Tail Lights. Cruise, Low Power and White in Reverse Function Available (Configuration 2 Core/Carbide Only). Includes Installation.		1	267.50	267.50
Defender Supply RAM Traffic Advisor Package 2 - Includes 1 Eight Head Traffic Advisor with Two End Flashing LEDs (Red/Amber/Blue) Mounted Behind Rear Glass. Includes Bracket Fabrication and Installation.		1	738.63	738.63
Defender Supply RAM Prisoner Partition with Full Across Poly Window with Center Slider, Recessed Center and Lower Kick Panels. Includes Shipping and Installation.		1	970.00	970.00
Defender Supply RAM Prisoner Partition with Full Across Poly Window with Center Slider, Recessed Center and Lower Kick Panels. Includes Shipping and Installation.		1	953.00	953.00

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**Vehicle & Emergency Equipment Total**

Signature



Date	10/11/2021
Estimate #	32382
Estimate By	George Severe
	george@defendersupply.c...
	903-771-0845



Bill To
Blanco County TX SO Chief Deputy Leonard 400 U S Hwy 281 South Johnson City Texas 78636

Customer Contact	
Customer Phone	830-868-7104 305
Customer E-mail	nleonard@co.blanco.tx.us

2022 RAM 1500 SSV Cre...		Vehicle Base Color - White			
Description	Location	Qty	Price	Total	
Misc. Shop Supplies		1	30.00	30.00	
Shipping of Above Emergency Parts for Upfit		1	150.00	150.00	
Police Radio - Motorola APX 6500		8	110.00	880.00	
Police Radio Speaker					
Police Radio Wiring Harness					
Docking Station					
Axon Camera System					
NetCloud Essentials for mobile routers IBR900 router with wifi # MA1-0900600M-NNA					
SH-IN2440 Panorama Antennas low profile Sharkfin 5 in 1 Ant. - Roof Mount					
Charge Guard-Select CG-X					
Pentax printer mount # PJ723-VK					
Pocket Jet 7 vehicle kit printer # C-PM-101 - Ceiling Mount					
Havis Slide out locking swing arm with motion adapter # C-MD-112 11					
Havis Premium Passenger Side Mount Package for 2021 Dodge Durango # PKG PSM 345					
Customer to Pick Up Vehicle(s)					

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.

**Vehicle & Emergency Equipment Total**

Signature

**ELECTION SYSTEMS & SOFTWARE, LLC  
HARDWARE MAINTENANCE AND SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES  
AGREEMENT**

THIS HARDWARE MAINTENANCE AND SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES AGREEMENT ("Agreement") is made effective as of the date set forth below, by and between Election Systems & Software, LLC, a Delaware Limited Liability Company ("ES&S") and **Blanco County, Texas** ("Customer").

RECITALS:

- A. ES&S has sold to Customer the proprietary voter tabulation equipment ("Equipment") and licensed the software ("Software") described on Attachment 1 and Customer now desires to obtain maintenance services for such Equipment and license, maintenance and support services for such Software.
- B. ES&S has agreed to provide such services, subject to the terms and conditions of this Agreement.
- C. This Agreement supersedes and replaces in their entirety any and all prior agreements between ES&S and Customer respecting maintenance services for such Equipment and license, maintenance and support services for such Software.

NOW, THEREFORE, in consideration of the foregoing recitals (which are specifically incorporated herein by this reference) and the mutual representations, warranties, covenants and agreements set forth below, the parties hereby agree as follows:

**ARTICLE I  
GENERAL**

1. **Term; Termination.** This Agreement for Hardware Maintenance and Software License, Maintenance and Support Services shall be in effect for the coverage period as described in Attachment 1 (the "Term"). Upon expiration of the Term, this Agreement may be renewed by the parties upon terms and conditions as may be mutually agreed upon in writing by the parties. This Agreement may be terminated by the first to occur of (a) the date which is thirty (30) days after either party notifies the other that it has materially breached this Agreement, if the breaching party fails to cure such breach (except for a breach pursuant to subsection (d), which will require no notice), (b) the date which is thirty (30) days after ES&S notifies Customer that it is no longer able to procure replacement parts that may be needed in order to perform the Hardware Maintenance Services contemplated hereunder, (c) the date on which the Equipment or firmware installed thereon is no longer certified by federal and/or state authorities for use in Customer's jurisdiction, or (d) the date which is thirty (30) days after Customer fails to pay any amount due to ES&S under this Agreement. The termination of this Agreement shall not relieve Customer of its liability to pay any amounts due to ES&S hereunder and shall only entitle Customer to a prorated refund of any fees already paid to ES&S in the event that this Agreement is terminated pursuant to subsection 1(b) or 1(c) above.

2. **Fees.** In consideration for ES&S' agreement to provide Hardware Maintenance Services and Software License, Maintenance and Support Services under this Agreement, Customer shall pay to ES&S the Hardware Maintenance and Software License, Maintenance and Support Fees set forth on Attachment 1 for the Term. The Hardware Maintenance and Software License, Maintenance and Support Fees for the Term are due as set forth on Attachment 1. The Software License, Maintenance and Support Fee shall be comprised of (i) a fee for the Software License, Maintenance and Support provided for the ES&S Firmware, and (ii) a fee for the Software License, Maintenance and Support provided for all other ES&S Software and shall be in addition to any fees or charges separately referred to in any Section of this Agreement. If Customer elects to receive Software License, Maintenance and Support for an Add-On or New Product during the Term, ES&S will charge an incremental Software License, Maintenance and Support Fee for such services.



## **ARTICLE II HARDWARE**

1. **Maintenance Services.** The Hardware Maintenance Services to be provided to Customer under this Agreement for the ES&S equipment set forth on Attachment 1 (the "Products") shall be subject to the following terms and conditions:

a. **Routine Maintenance Services.** An ES&S Representative shall provide such services as may be necessary to keep the Products working in accordance with their Documentation, normal wear and tear excepted ("Normal Working Condition"). The services provided by ES&S pursuant to this Subsection 1(a) are referred to herein as "Routine Maintenance Services". Routine Maintenance Services shall be provided once each **Twelve (12) Months** during the Term for those hardware products identified as "**Gold Coverage**" on Attachment 1 and once each **Twenty-Four (24) Months** during the Term for those hardware products identified as "**Silver Coverage**" on Attachment 1. Generally, Routine Maintenance Services shall include cleaning, lubrication, diagnostic check, and calibration services. The Routine Maintenance Services shall not include the repair or replacement of any ES&S Equipment components that are consumed in the normal course of operating the Equipment, including, but not limited to, headphones and headphone protective covers, printer cartridges or ribbons, paper, batteries, drums, toners, fusers, transfer belts, removable media storage devices, seals, keys, power supplies/cords, PCMCIA, Smart, or CF cards or marking devices (collectively, the "Consumables"). ES&S may modify and make available additional Consumables as they may become available from time to time. Customer may request that Routine Maintenance Services be performed more than once during the Term. Any such request shall be made at least sixty (60) days before the Routine Maintenance Services are desired. The per-unit fee for such additional Routine Maintenance Services is set forth on Attachment 1 and shall be due within thirty (30) days after invoice date. ES&S will schedule the Routine Maintenance Services with Customer. The Routine Maintenance Services will be provided at Customer's Designated Location. Customer's "Designated Location" shall mean Customer's owned or leased facility at which Customer desires ES&S to perform the Hardware Maintenance Services.

b. **Repair Services.**

i. **Defects Under Normal Use and Service.** If a defect or malfunction occurs in any Product while it is under normal use and service, Customer shall promptly notify ES&S, and ES&S shall use reasonable efforts to restore the item to Normal Working Condition as soon as practicable. The services provided by ES&S pursuant to this Subsection 1(b)(i) are referred to herein as "Repair Services". ES&S will perform Repair Services in conjunction with a Routine Maintenance Service event at the Customer's Designated Location.

ii. **Defects Due to Customer Actions or Omissions.** If a defect or malfunction occurs in any Product as a result of (1) repairs, changes, modifications or alterations not authorized or approved by ES&S, (2) use, modification, dismantling, disassembly, or transfer to third party without ES&S's prior written consent, (3) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S or (4) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, flooding, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations, and utility or communication interruptions, rodent infestation, or if Customer does not notify ES&S within 72 hours after it knows of the defect or malfunction, Customer shall pay ES&S for the Repair Services at ES&S' then-current rates, as well as for the cost of all parts used in connection with such Repair Services.

iii. **Timing.** The date(s) on which any Repair Services shall be provided shall be mutually agreed upon by ES&S and Customer. If Customer requires ES&S to provide "emergency" Repair Services (which shall be defined as Repair Services that are provided by ES&S within 48 hours after Customer notifies ES&S of the need therefore), and such emergency Repair Services are not needed as a result of an action, error or omission by ES&S, Customer shall pay a surcharge, as set forth on Attachment 1.



iv. **Loaner Unit.** At Customer's request and if such product is available, ES&S shall use reasonable efforts to promptly make available to Customer a product that is the same as, or substantially similar to, the Product for which Repair Services are being performed (a "Loaner Unit"). If the Repair Services are being performed pursuant to Subsection 1(b)(ii) above, Customer shall pay ES&S for the use of the Loaner Unit at ES&S' then-current rates including the cost of shipping.

c. **Exclusions.** ES&S has no obligation under this Agreement to (i) assume the obligations under any existing or expired warranty for a Third Party Item; (ii) repair or replace Product components that are consumed in the normal course of operating the Product, including, but not limited to, headphones and headphone protective covers, printer cartridges or ribbons, paper, batteries, drums, toners, fusers, transfer belts, removable media storage devices, seals, keys, power supplies/cords, PCMCIA, Smart, or CF cards or marking devices (collectively, the "Consumables"), or (iii) repair any Product from which the serial number has been removed or altered. In addition, ES&S may, at any time in its discretion, determine that any Product is no longer fit for Hardware Maintenance Services because it is in such poor condition that it cannot practically be restored to Normal Working Condition, or cannot be restored to Normal Working Condition at an expense that is less than the then-current value of the Product. If such a determination is made, ES&S shall no longer be required to provide Hardware Maintenance Services for such Product. ES&S shall also refund to Customer an amount equal to (1) that portion of the most recent fee paid for Hardware Maintenance Services that is attributable to such Product, multiplied by (2) a fraction, the numerator of which is the remaining number of days within the Term for which such fee was paid and the denominator of which is the total number of days within the Term.

d. **Sole Provider; Access.** Customer shall not permit any individual other than an ES&S Representative to provide maintenance or repairs with respect to the Products during the Term. Customer shall provide ES&S Representatives with all information necessary to enable them to provide Hardware Maintenance Services. Customer shall likewise provide full access to the Products and adequate working space for all Hardware Maintenance Services performed at its Designated Location, including sufficient heat, lights, ventilation, electric current and outlets.

e. **Environment Conditions.** Products should be stored in a clean, dry and secure environment. During the storage and operation of the Products, the temperature and moisture ranges should be maintained in accordance with the Product's Documentation.

f. **Reinstatement of Hardware Maintenance Services; Inspection.** If the Term expires without being renewed, Customer may thereafter resume receiving Hardware Maintenance Services upon (a) notification to ES&S and (b) the granting to ES&S of access to the Products. ES&S requires Customer to allow it to inspect such Products before it provides any Hardware Maintenance Services. The purpose of such inspection shall be to determine whether or not the Products are in Normal Working Condition. The cost of such inspection will be at ES&S' then current rates and shall be due from Customer within thirty (30) days of its receipt of ES&S' invoice therefore. If any of the Products is not in Normal Working Condition, ES&S, at the option of Customer, (i) shall provide such repairs and replacements as it deems reasonable and necessary to restore such item to Normal Working Condition, at Customer's expense with respect to the cost of any labor (charged at ES&S' then current rates) and parts used in such repairs or replacements, or (ii) shall not provide any Hardware Maintenance Services with respect to such Product(s).

### **ARTICLE III ANNUAL LICENSE OF SOFTWARE**

1. **Grant of License.** Subject to the terms and conditions of this Agreement, ES&S hereby grants to Customer a nonexclusive, nontransferable license for its bona fide full time, part time or temporary employees to use the Software and all related operating instructions, user manuals and training materials supplied by ES&S (collectively the "Documentation") in **Blanco County, Texas** ("Jurisdiction"). The license allows Customer to use and copy the Software (in object code only) and the Documentation, solely for the purposes of defining an election and tabulating and reporting election results in the Jurisdiction. The licenses granted in this Section do not permit Customer to use the source code for the ES&S Software. The license does not permit Customer to take any of the following actions:



a. Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the Software;

b. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the Software or Documentation, in whole or in part, to or by any third party including, but not limited to, any transfer of possession to, or use of the ES&S Software or Documentation by any third party to perform any services for Customer (including, but not limited to, any coding, programming or layout services) without ES&S' prior written consent; or

c. Cause or permit any change to be made to the Software without ES&S' prior written consent.

d. Allow a third party to cause or permit any copying, reproduction or printing of any output generated by the Software (except finished ballots by ballot printers selected by Customer) in which ES&S owns or claims any proprietary intellectual property rights (e.g., copyright, trademark, patent pending or patent), including, but not limited to, any ballot shells or ballot code stock.

2. **License Fees.** In consideration for ES&S' grant of the license for the ES&S Software described in Section 1, Customer shall pay ES&S the ES&S Software License Fees set forth on Attachment 1. Any license or royalty fees payable to any Third Parties for the use of any third-party items are the sole responsibility of Customer.

3. **Term of License.** The licenses granted in Section 1 shall commence upon the delivery of the ES&S Software described in Section 1 and shall continue during the Term. ES&S may terminate either license if Customer fails to pay the consideration due for, or breaches Sections 1, 2, or 4 with respect to, such license. Upon the termination of either of the licenses granted in Section 1 for ES&S Software or upon Customer's discontinuance of the use of any ES&S Software, Customer shall immediately return such ES&S Software and the related Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.

4. **Proprietary Rights.** Customer acknowledges and agrees that ES&S owns all right, title and interest in and to the Software and Documentation, subject to the license granted herein. ES&S likewise owns all patents, trademarks, copyrights, trade names and other proprietary or intellectual property in, or used in connection with, the Software and Documentation. The Software and Documentation also contain confidential and proprietary trade secrets of ES&S which are protected by law and are of substantial value to ES&S. Customer shall keep the Software and Documentation free and clear of all claims, liens and encumbrances and shall maintain all copyright, trademark, patent or other intellectual or proprietary rights notices which are set forth on the Software, the Documentation, and all permitted copies thereof.

#### **ARTICLE IV** **SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES**

1. **Services Provided.** ES&S shall provide maintenance and support services ("Software License, Maintenance and Support") for the ES&S Software and ES&S Firmware (collectively, "ES&S Software"), to enable it to perform in accordance with its Documentation in all material respects, and to cure any defect in material or workmanship. The specific Software Maintenance and Support services provided by ES&S and each party's obligations with respect to such services are set forth on Attachment 1.

2. **Updates.** During the Term, ES&S may provide new releases, upgrades or maintenance patches to the ES&S Software, together with appropriate Documentation ("Updates"), on a schedule defined by ES&S. Customer is solely responsible for obtaining and purchasing any upgrades or Third-Party Items required to operate the Updates, as well as the cost of any replacements, retrofits or modifications to the ES&S Equipment which may be necessary in order to operate the Updates. All Updates shall be deemed to be ES&S Software for purposes of this Agreement upon delivery. Updates to the ES&S Equipment Firmware will be incorporated by ES&S into a regularly scheduled preventative maintenance event at no additional charge to Customer. If this foregoing is not acceptable to Customer and subject to Customer's prior execution of a purchase order therefore, ES&S shall charge to install the Updates to the ES&S Equipment Firmware. ES&S shall also charge Customer at its then-current rates to; (i) train Customer on



Updates, if such training is requested by Customer and (ii) if applicable, provide maintenance and support on the ES&S Software that is required as a result of Customer's failure to timely or properly install an Update. Notwithstanding the foregoing, Customer shall pay ES&S to install all election management software Updates. If applicable, Customer shall be responsible for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee which is caused by Customer's failure to install the most recent Update provided to it by ES&S. If Customer proposes changes in the ES&S Software to ES&S, such proposals will become ES&S' property. ES&S may, in its sole discretion, elect to make or not to make such changes without reference or compensation to Customer or any third party. ES&S represents to Customer that the Updates will comply with all applicable state law requirements at the time of delivery. Customer shall be responsible to ensure that it has installed and is using only certified versions of ES&S Software in accordance with applicable law. In the event that any Updates are required due to changes in state law, ES&S reserves the right to charge Customer for the following:

- (i) the total cost of any third-party items that are required in order to operate the Updates;
- (ii) the total cost of any replacements, retrofits or modifications to the ES&S Equipment contracted for herein that may be developed and offered by ES&S in order for such ES&S Equipment to remain compliant with applicable laws and regulations; and
- (iii) Customer's pro-rata share of the costs of designing, developing and/or certification by applicable federal and state authorities of such state mandated Updates.

Customer's pro-rata share of the costs included under subsection (iii) above shall be determined at the time by dividing the number of registered voters in Customer's jurisdiction by the total number of registered voters in all counties in Customer's state to which ES&S has sold and/or licensed the Equipment and/or Licensed Software purchased and licensed by Customer under this Agreement. Customer shall pay ES&S the entire costs incurred for design, development and certification of any Update which is required due to a change in local law or is otherwise requested or required by Customer.

3. **Conditions.** ES&S shall not provide Software License, Maintenance and Support for any item of ES&S Software if such item requires such services as a result of (a) repairs, changes, modifications or alterations not authorized or approved by ES&S, (b) use, modification, dismantling, disassembly, or transfer to third party without ES&S's prior written consent, (c) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S, (d) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, flooding, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, (e) Customer's failure to timely and properly install and use the most recent update provided to it by ES&S, or (f) Customer's failure to notify ES&S within three (3) business days after Customer knows of the need for such services. Any such Software License, Maintenance and Support shall be provided at the fees to be agreed upon by the parties if and when the need for such Software License, Maintenance and Support arises. Replacement versions of Software requested by Customer as a result of items set forth in this Section 3 or as a result of Customer's actions or inactions shall be billable to Customer at ES&S' then current rates.

4. **Proprietary Rights.** ES&S shall own the entire right, title and interest in and to all corrections, programs, information and work product conceived, created or developed, alone or with Customer or others, as a result of or related to the performance of this Agreement, including all proprietary rights therein or based thereon. Subject to the payment of all Software Maintenance Fees, ES&S hereby grants to Customer a non-exclusive license to use that portion of such corrections, programs, information and work product that ES&S actually delivers to Customer pursuant to this Agreement. All licensed items shall be deemed to be ES&S Software for purposes of this Agreement. Except and to the extent expressly provided herein, ES&S does not grant to Customer any right, license, or other proprietary right, express or implied, in or to any corrections, programs, information, or work product covered by this Agreement.

5. **Reinstatement of Software License, Maintenance and Support.** If the Term expires without being renewed, Customer may thereafter receive a Software License and resume receiving Software Maintenance and Support upon (a) notification to ES&S, (b) payment of all fees, which would have been due to ES&S had the Term



not expired, and (c) the granting to ES&S of access to the ES&S Software, so that ES&S may analyze it and perform such maintenance as may be necessary before resuming the Software License, Maintenance and Support services.

## **ARTICLE V** **MISCELLANEOUS**

1. **Taxes; Interest.** Customer will provide ES&S with proof of its tax-exempt status. If Customer does not provide such proof, it shall pay, or shall reimburse ES&S for, all sales and use, excise or other similar taxes imposed on the transactions contemplated by this Agreement but shall in no event be liable for taxes imposed on or measured by ES&S' income. If Customer disputes the applicability of any tax to be paid pursuant to this Section 1, it shall pay the tax and may thereafter seek a refund. Any disputed or undisputed payment which is past due to ES&S will bear interest at the rate of one and one-half percent per month (or such lesser amount as may be permitted by applicable law) for each month or portion thereof during which it remains unpaid.

2. **Limitation of Liability.** Neither party shall be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of, use of and results obtained from any equipment, software or services not provided by ES&S and used with the Equipment or Software; or (b) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of ES&S to perform. ES&S shall not be liable under this Agreement for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee that is caused by (y) Customer's failure to timely or properly install and use the most recent Update provided to it by ES&S or (z) Customer's election not to receive, or to terminate, the Hardware Maintenance Services or the Software License and Maintenance and Support.

3. **Excusable Nonperformance.** Except for obligations to make payments hereunder, if either party is delayed or prevented from performing its obligations under this Agreement as a result of any cause beyond its reasonable control, including acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, the delay shall be excused during the continuance of, and to the extent of, such cause, and the period of performance shall be extended to the extent necessary to allow performance after the cause of delay has been removed. ES&S agrees to work with Customer, at Customer's request, to develop mutually agreeable alternatives in order to minimize the negative impact of any such delay.

4. **Notice.** Any notice or other communication required or permitted hereunder shall be in writing, and will be deemed given when (a) delivered personally, (b) sent by confirmed email, (c) sent by confirmed fax, (d) sent by commercial overnight courier (with written verification of receipt) or (e) sent by registered or certified mail, return receipt requested, postage prepaid, when the return receipt is received. All communications shall be sent to the attention of the persons listed on the signature page to this Agreement and at the addresses, email address or fax numbers set forth on such signature page unless other names, addresses or fax numbers are provided by either or both parties in accordance herewith.

5. **Assignment.** Except in the case of a reorganization of the assets or operations of ES&S with one or more affiliates of ES&S or the sale, transfer or assignment of all or substantially all of the assets of ES&S to a successor who has asserted its intent to continue the business of ES&S, neither party may assign or transfer this Agreement or assign, subcontract or delegate any of its rights, duties or obligations hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed.

6. **Entire Agreement.** This Agreement, including all exhibits hereto, shall be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns. This Agreement, including Attachment 1 (which is specifically incorporated herein by this reference), contains the entire agreement of the parties with respect to the subject matter hereof and supersedes and replaces any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. In the event of any conflict between a

provision contained in an Attachment to this Agreement and these General Terms, the provision contained in the Attachment shall control. No waiver, amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Customer resides, without regard to its conflicts of laws principles. The parties agree that venue for any dispute or cause of action arising out of or related to this Agreement shall be in the state and federal courts of the United States located in the State in which the Customer resides. ES&S is providing Equipment, Software and services to Customer as an independent contractor, and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. ES&S may engage subcontractors to provide certain of the Equipment, Software or services, but shall remain fully responsible for such performance. The provisions of Article II, Section 1(f) and Article III, and Article IV, Sections 1-6 shall survive the termination of this Agreement, to the extent applicable.

7. **Counterparts; Execution By Facsimile.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. The parties may execute this Agreement and exchange counterparts of the signature pages by means of facsimile transmission, and the receipt of such executed counterparts by facsimile transmission shall be binding on the parties. Following such exchange, the parties shall promptly exchange original versions of such signature pages.



IN WITNESS WHEREOF, this Agreement has been executed effective as of the date it is signed by the last of the parties hereto.

ELECTION SYSTEMS & SOFTWARE, LLC  
11208 John Galt Boulevard  
Omaha, NE 68137  
Fax No.: 402-970-1291

BLANCO COUNTY, TEXAS  
P.O. Box 13 – 101 E. Cypress Street  
Johnson City, TX 78636  
Fax No.: 830-868-7788

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Printed or Typed)

\_\_\_\_\_  
Name (Printed or Typed)

V.P. of Finance  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**PRICING SUMMARY AND PAYMENT TERMS**

<b><u>Sale Summary:</u></b>		
<b>Description</b>	<b>Refer To</b>	<b>Amount</b>
ES&S Hardware Maintenance Fees	Attachment 1	\$12,941.25
ES&S Software License, Maintenance and Support Fees	Attachment 1	\$11,025.00
ES&S Firmware License, Maintenance and Support Fees	Attachment 1	\$7,035.00
<b>Total Maintenance Fees for the Term:</b>		<b>\$31,001.25</b>
<b><u>Terms &amp; Conditions:</u></b>		
<b>Note 1:</b> Any applicable state and local taxes are not included and are the responsibility of Customer.		
<b>Note 2: <u>Invoicing and Payment Terms are as Follows:</u></b>		
\$6,200.25 due on or before September 1, 2022 for the Coverage Period of October 1, 2022 through September 30, 2023.		
\$6,200.25 due on or before September 1, 2023 for the Coverage Period of October 1, 2023 through September 30, 2024.		
\$6,200.25 due on or before September 1, 2024 for the Coverage Period of October 1, 2024 through September 30, 2025.		
\$6,200.25 due on or before September 1, 2025 for the Coverage Period of October 1, 2025 through September 30, 2026.		
\$6,200.25 due on or before September 1, 2026 for the Coverage Period of October 1, 2026 through September 30, 2027.		

Attachment 1

**ES&S HARDWARE MAINTENANCE DESCRIPTION AND FEES**

Term: October 1, 2022 through September 30, 2027

Qty	Description	Coverage Period	Annual Maintenance Fee Per Unit	Maintenance Fee In Total
7	Model DS200 Scanner (Gold Coverage)	10/1/2022 thru 9/30/2023	\$194.25	\$1,359.75
12	ExpressVote BMD Terminal (Silver Coverage)	10/1/2022 thru 9/30/2023	\$102.38	\$1,228.50
<b>Total Maintenance Fees for the Coverage Period October 1, 2022 through September 30, 2023</b>				<b>\$2,588.25</b>
7	Model DS200 Scanner (Gold Coverage)	10/1/2023 thru 9/30/2024	\$194.25	\$1,359.75
12	ExpressVote BMD Terminal (Silver Coverage)	10/1/2023 thru 9/30/2024	\$102.38	\$1,228.50
<b>Total Maintenance Fees for the Coverage Period October 1, 2023 through September 30, 2024</b>				<b>\$2,588.25</b>
7	Model DS200 Scanner (Gold Coverage)	10/1/2024 thru 9/30/2025	\$194.25	\$1,359.75
12	ExpressVote BMD Terminal (Silver Coverage)	10/1/2024 thru 9/30/2025	\$102.38	\$1,228.50
<b>Total Maintenance Fees for the Coverage Period October 1, 2024 through September 30, 2025</b>				<b>\$2,588.25</b>
7	Model DS200 Scanner (Gold Coverage)	10/1/2025 thru 9/30/2026	\$194.25	\$1,359.75
12	ExpressVote BMD Terminal (Silver Coverage)	10/1/2025 thru 9/30/2026	\$102.38	\$1,228.50
<b>Total Maintenance Fees for the Coverage Period October 1, 2025 through September 30, 2026</b>				<b>\$2,588.25</b>
7	Model DS200 Scanner (Gold Coverage)	10/1/2026 thru 9/30/2027	\$194.25	\$1,359.75
12	ExpressVote BMD Terminal (Silver Coverage)	10/1/2026 thru 9/30/2027	\$102.38	\$1,228.50
<b>Total Maintenance Fees for the Coverage Period October 1, 2026 through September 30, 2027</b>				<b>\$2,588.25</b>
<b>Total Hardware Maintenance Fees for the Term</b>				<b>\$12,941.25</b>

**Note 1: The Per-Unit Fees if Customer requests more than one Routine Maintenance visit in a 12-month period for "Gold" Coverage Items shall be 55% of the then current maintenance fee per unit. The Per-Unit**

**Fees if Customer requests more than one Routine Maintenance visit in a 24-month period for "Silver" Coverage Items shall be 75% of the then current maintenance fee per unit.**

**Note 2: Surcharge for Emergency Repair Services shall be the daily maintenance service rate in effect at the time such service is requested.**

**Note 3: Customer's Designated Location: Blanco County, Texas**

**Note 4: The Per Unit Surcharge for performance of Routine Maintenance visit at more than one Customer Designated Location shall be \$25.00 per unit for all units located at second or more locations.**

**Hardware Maintenance Services Provided by ES&S Under the Agreement**

1. Telephone Support.
2. Issue Resolution.
3. ES&S posts Technical Bulletins available through Customer's ES&S Web-based portal.
4. Routine Maintenance Services.
  - Onsite scheduled maintenance inspection per Article 2, Section 1a. The inspection includes:
    - Service performed by an ES&S trained and certified technician.
    - Performance of factory approved diagnostics on the unit, identifying and making adjustments where necessary as indicated by the testing.
    - Replacement of worn or defective with new or remanufactured federally and state certified parts.
    - Conducting a final test to verify that the unit is working according to manufacturer's specifications.
    - Use of a checklist tailored for each piece of equipment.
5. Repair Services.
  - Customer receives coverage for interim repair calls.
    - Interim calls may be scheduled during the regular Routine Maintenance Services event or scheduled in conjunction with other service work being performed in close proximity of Customer's location if they are not election critical.
    - A Product may be sent to ES&S' Depot location for repairs at a time to be mutually agreed upon by ES&S and Customer.
6. Priority Services.
  - Customer has access to the ES&S Help Desk for assistance.
  - The customer receives priority on service calls.
  - The customer receives priority on response time.
  - The customer receives priority on certified ES&S parts inventory.





**Note:** Except for those Hardware Maintenance Services specifically set forth herein, ES&S is under no obligation and shall not provide other Hardware Maintenance Services to the Customer unless previously agreed upon in writing by the parties.

**ES&S SOFTWARE LICENSE, MAINTENANCE AND SUPPORT DESCRIPTION AND FEES  
SOFTWARE**

Term: October 1, 2022 through September 30, 2027

Listed below is the Software and Fees for which Software License, Maintenance and Support will be provided:

Qty	Description	Coverage Period	Software License, Maintenance and Support Fee In Total
1	ElectionWare Software – Reporting Only (ERM)	10/1/2022 through 9/30/2023	2,205.00
1	ElectionWare Software – Reporting Only (ERM)	10/1/2023 through 9/30/2024	2,205.00
1	ElectionWare Software – Reporting Only (ERM)	10/1/2024 through 9/30/2025	2,205.00
1	ElectionWare Software – Reporting Only (ERM)	10/1/2025 through 9/30/2026	2,205.00
1	ElectionWare Software – Reporting Only (ERM)	10/1/2026 through 9/30/2027	2,205.00
<b>Total Software License, Maintenance and Support Fees for the Term</b>			<b>\$11,025.00</b>

**ES&S SOFTWARE LICENSE, MAINTENANCE AND SUPPORT DESCRIPTION AND FEES  
FIRMWARE**

Term: October 1, 2022 through September 30, 2027

Listed below are the Hardware Products and Fees for which Firmware License, Maintenance and Support will be provided:

Qty	Description	Coverage Period	Annual Firmware License, Maintenance and Support Fee Per Unit	Firmware License, Maintenance and Support Fee In Total
7	Model DS200 Scanner	10/1/2022 thru 9/30/2023	\$84.00	\$588.00
12	ExpressVote BMD Terminal	10/1/2022 thru 9/30/2023	\$68.25	\$819.00
<b>Total License, Maintenance and Support Fees for the Coverage Period October 1, 2022 through September 30, 2023</b>				<b>\$1,407.00</b>
7	Model DS200 Scanner	10/1/2023 thru 9/30/2024	\$84.00	\$588.00
12	ExpressVote BMD Terminal	10/1/2023 thru 9/30/2024	\$68.25	\$819.00
<b>Total License, Maintenance and Support Fees for the Coverage Period October 1, 2023 through September 30, 2024</b>				<b>\$1,407.00</b>
7	Model DS200 Scanner	10/1/2024 thru 9/30/2025	\$84.00	\$588.00
12	ExpressVote BMD Terminal	10/1/2024 thru 9/30/2025	\$68.25	\$819.00
<b>Total License, Maintenance and Support Fees for the Coverage Period October 1, 2024 through September 30, 2025</b>				<b>\$1,407.00</b>

Qty	Description	Coverage Period	Annual Firmware License, Maintenance and Support Fee Per Unit	Firmware License, Maintenance and Support Fee In Total
7	Model DS200 Scanner	10/1/2025 thru 9/30/2026	\$84.00	\$588.00
12	ExpressVote BMD Terminal	10/1/2025 thru 9/30/2026	\$68.25	\$819.00
<b>Total License, Maintenance and Support Fees for the Coverage Period October 1, 2025 through September 30, 2026</b>				<b>\$1,407.00</b>
7	Model DS200 Scanner	10/1/2026 thru 9/30/2027	\$84.00	\$588.00
12	ExpressVote BMD Terminal	10/1/2026 thru 9/30/2027	\$68.25	\$819.00
<b>Total License, Maintenance and Support Fees for the Coverage Period October 1, 2026 through September 30, 2027</b>				<b>\$1,407.00</b>
<b>Total Firmware License, Maintenance and Support Fees for the Term</b>				<b>\$7,035.00</b>

**Software License, Maintenance and Support Services Provided by ES&S under the Agreement**

1. Telephone Support.
2. Issue Resolution.
3. Technical Bulletins will be available through Customer's ES&S Web-based portal.

**Note:** Except for those Software License, Maintenance and Support services specifically set forth herein, ES&S is under no obligation and shall not provide other Software License, Maintenance and Support services to the Customer unless previously agreed upon by the parties.

**Software License, Maintenance and Support and Hardware Maintenance and Support Services – Customer Responsibilities**

1. Customer shall have completed a full software training session for each product selected.
  - Customer shall have completed training at a proficiency level to successfully use the hardware (firmware) and software products.
  - Customer shall have the ability to install firmware and application software and make changes to date and time settings.
  - Customer shall have the ability to change consumable items. Any other changes made by the customer must be pre-approved in writing by ES&S.
2. Customer shall have reviewed a complete set of User Manuals.
3. Customer shall be responsible for the installation and integration of any third-party hardware or software application or system purchased by the Customer, unless otherwise agreed upon, in writing, by the parties.
4. Customer shall be responsible for data extraction from Customer voter registration system.



5. Customer shall be responsible for implementation of any security protocols physical, network or otherwise which are necessary for the proper operation of the ES&S Equipment and ES&S Software.
6. Customer shall be responsible for the acceptance of the Equipment and Software, unless otherwise agreed upon, in writing, by the parties.
7. Customer shall be responsible for the design, layout, set up, administration, maintenance or connectivity of the Customer's network.
8. Customer shall be responsible for the resolution of any errors associated with the Customer's network or other hardware and software not purchased or recommended by ES&S and not otherwise identified in the User Guides as part of ES&S' Equipment and Software.
9. Customer shall be responsible for all costs associated with diagnosing ballot printing problems resulting from the use of non-ES&S Ballot Partner Printers ballots.
10. Customer shall be responsible for the payment of additional or replacement Software CDs or DVDs requested by Customer. The price for such additional or replacement Software CDs or DVDs shall be at ES&S' then current rates.