

REGULAR MEETING November 10, 2020

On this the 10<sup>th</sup> day of November, 2020 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.

ITEM 2 – Pledge of Allegiance.

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

ITEM 4 – 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 accept them 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 5 – Consider approval of the estimated November 2020 payroll. Vote on any action taken. (Judge Bray)

COMMISSIONER LIESMANN made the motion to approve the estimated November 2020 payroll in the amount of \$356,014.82, 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 6 – 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 7 – Consider ratifying or approving line item transfers as presented. Vote on any action taken. (Judge Bray)

NO LINE ITEM TRANSFERS PRESENTED. ITEM SKIPPED AT THIS TIME.

ITEM 8 – 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 \$95,187.56, 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 9 – Presentation by Reegan Cornwell with Conservative Texans for Charitable Bingo regarding game room regulations (HB892). Informational Item only. (Judge Bray)

ITEM 10 – Consider authorization for the County Judge to sign a resolution in support of the *Help America Vote Act Sub Grant to Counties Election Security*. Vote on any action taken. (Judge Bray)

COMMISSIONER LIESMANN made the motion authorizing the County Judge to sign a resolution in support of the *Help America Vote Act Sub Grant to Counties Election Security*, 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 11 – Consider approval of the specs and for the purchase of 3 AXON vehicle cameras to be outfitted in the 3 new Dodge Durangos for the Sheriff's Office as outlined in the capital equipment portion of the FY2020-21 budget. Vote on any action taken. (Judge Bray)

COMMISSIONER GRANBERG moves that we approve the specs and for the purchase of 3 AXON vehicle cameras to be outfitted in the 3 new Dodge Durangos for the Sheriff's Office as outlined in the capital equipment portion of the FY2020-21 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 12 – Consider approval to replat Red Oak Mountain subdivision reducing the number of lots from 81 to 65. Vote on any action taken. (Commissioner Weir)

COMMISSIONER WEIR made the motion to approve the replat of Red Oak Mountain subdivision reducing the number of lots from 81 to 65, 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 13 – Consider approval of the specs and for the purchase of a 2020 Caterpillar Skid steer for Precinct 2 as outlined in the capital equipment purchase of the FY2020-21 budget. Vote on any action taken. (Commissioner Uecker)

COMMISSIONER UECKER made the motion approving the specs and for the purchase of a 2020 Caterpillar Skid steer for Precinct 2 as outlined in the capital equipment purchase of the FY2020-21 budget, 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 resolution to execute a contract between Blanco County and Motorola Solutions, Inc. for equipment and expendables required for the addition of radio equipment supporting the Western Region Radio System. Vote on any action taken. (Commissioner Liesmann)

COMMISSIONER LIESMANN made the motion authorizing the County Judge to sign a resolution to execute a contract between Blanco County and Motorola Solutions, Inc. for equipment and expendables required for the addition of radio equipment supporting the Western Region Radio System, seconded by Commissioner Uecker. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER UECKER – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER GRANBERT – YES. MOTION CARRIED. 5/0

ITEM 15 – Consider approval of the specs and for the purchase of the accessories for the 2020 F250 pickup for Precinct 4 as outlined in the capital equipment portion of the FY2020-21 budget. Vote on any action taken. (Commissioner Granberg)

COMMISSIONER GRANBERG moves that we approve the specs and for the purchase of the accessories for the 2020 F250 pickup for Precinct 4 as outlined in the capital equipment portion of the FY2020-21 budget, 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 16 – Authorize the County Judge to file a litigation claim with Texas Association of Counties (TAC). Vote on any action taken.

ITEM 17 – EXECUTIVE SESSION: Pursuant to Texas Government Code, Sections 551.071, Consultation with Attorney

9:26AM – Regular meeting on hold, to go into Executive Session

ITEM 18 – RETURN TO OPEN SESSION to consider further action on any posted item.

Regular session resumed at 9:42AM.

No action taken in executive session.

RETURN TO ITEM 16

ITEM 16 - Authorize the County Judge to file a litigation claim with Texas Association of Counties (TAC). Vote on any action taken. (Judge Bray)

COMMISSIONER UECKER – YES.

ITEM 19 – Consider burn ban. Vote on any action taken. (Judge Bray)

COMMISSIONER UECKER made the motion to initiate the burn ban with Judge Bray having the permission to dispense with it at the time he feels necessary if there is moisture in the air until noon on December 8, 2020, 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 20 - Adjourn

COMMISSIONER UECKER made the motion to adjourn, 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

Meeting adjourned at 09:47 o'clock a.m.

The above and foregoing minutes were examined and approved in Open Court this \_\_\_\_\_  
day of \_\_\_\_\_, 2020.

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 November 10, 2020.

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

of Commissioner's Court, Blanco County, Texas

**SPECIAL MEETING November 16, 2020**

On this the 16<sup>th</sup> day of November, 2020 at 3:00 P.M. the Honorable Commissioners Court of Blanco County convened in a SPECIAL 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.

**ITEM 2** – Pledge of Allegiance.

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

**ITEM 4** – Canvass the votes from the general election held on November 3, 2020. Vote on any action taken. (Judge Bray)

NO ACTION TO TAKE THIS DATE.

**ITEM 5** - 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 3:17 o'clock p.m.

The above and foregoing minutes were examined and approved in Open Court this \_\_\_ day of \_\_\_, 2020.

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 November 16, 2020.

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County Clerk and Ex-Officio Member of Commissioner's Court, Blanco County, Texas

**No**

**Line item  
transfers**

# Blanco County Commissioners' Court

November 24, 2020

## Invoice File Listing By Fund

Fund	Description	Disbursement
010	General Fund	\$ 58,275.53
015	Road & Bridge Fund	\$ 4,327.95
019	Child Safety Fund	\$ 5,500.00
045	Jail Inmate Commissary Fund	\$ 1,105.88
046	County Wide R&B Improvement Fund	\$ 3,825.00
055	Blanco Co Sheriff's Office Special Fund	\$ 4,571.76
060	Interest & Sinking Fund	\$ 550.00
<b>Total</b>		<b>\$ 78,156.12</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

Attest Asst. County Auditor:



Date

11-19-2020

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

**COPY**



DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
<b>0425-COUNTY SHERIFF</b>				
AUTO CHLOR SERVICES, LLC	74618	A	INV #6427759 JAIL	293.25
BAYLOR SCOTT WHITE	74619	A	PATIENT #15742681 JAIL	44.61
BLANCO REGIONAL CLINIC P.A.	74680	A	INV#175025 LEC	133.00
EXPRESS AUTOMOTIVE SERVICE	74683	A	INV#3761277 LEC	67.05
EXPRESS AUTOMOTIVE SERVICE	74684	A	INV#3761344 LEC	235.48
GALLS, LLC	74685	A	INV#016864462 LEC	578.93
GALLS, LLC	74686	A	INV#016820652 LEC	120.83
GALLS, LLC	74687	A	INV#016840715 LEC	12.94
MINDY M DECHERT	74695	A	REIMBURSEMENT	171.64
OFFICESUPPLY.COM	74703	A	INV#4144569 LEC	75.53
OFFICESUPPLY.COM	74704	A	INV#4149543 LEC	101.38
OFFICESUPPLY.COM	74705	A	INV#4153601 LEC	369.51
PAY AND SAVE INC.	74707	A	ACCT#137002 LEC	10.49
PAY AND SAVE INC.	74708	A	ACCT#137002 LEC	9.69
PEDERNALES ELECTRIC COOP	74638	A	ACCT #955 LEC	2,957.51
PERFORMANCE FOOD SERVICE	74710	A	INV#1070965 LEC	6.99
PERFORMANCE FOOD SERVICE	74711	A	INV#1070965 LEC	592.88
SEYMOURS INC.	74716	A	INV#45896LEC	227.97
SOUTHERN HEALTH PARTNERS	74645	A	INV #BASE39805 JAIL	5,565.81
STEVEN A LOGSDON	74717	A	PRE-EMPLOYMENT EXAMS - ORTIZ, S	175.00
DEPARTMENT TOTAL				11,750.49
<b>0435-INDIGENT HEALTH CARE</b>				
BAYLOR SCOTT WHITE	74620	A	PATIENT #570434691	420.11
BAYLOR SCOTT WHITE	74621	A	PATIENT #15569759	44.61
BAYLOR SCOTT WHITE	74622	A	PATIENT #15569759	402.72
JOHNSON CITY PHARMACY	74632	A	INV #103120	30.89
MICHAEL W. MANN MD, PA	74635	A	PATIENT #100097356	56.07
MICHAEL W. MANN MD, PA	74636	A	PATIENT #100097782	46.73
SCOTT & WHITE HOSPITAL	74663	A	PATIENT #PH9504637040	199.42
SCOTT & WHITE HOSPITAL	74664	A	PATIENT #PH9504637020	199.42
DEPARTMENT TOTAL				1,399.97
<b>0445-EMERGENCY MANAGEMENT</b>				
DIALTONESERVICEES L.P.	74671	A	ACCT #10000001488 EMC	7.18
DIALTONESERVICEES L.P.	74672	A	ACCT #10000001487 DISPATCH	7.18
DIALTONESERVICEES L.P.	74673	A	ACCT #10000001486 CO JUDGE	7.18
DIALTONESERVICEES L.P.	74674	A	ACCT #10000001443 SHERIFF	7.18
DEPARTMENT TOTAL				28.72
<b>0450-JUDICIAL EXPENSES</b>				
BLANCO CO CHILD PROTECTION BD	74623	A	JURY DONATIONS	120.00
F.N. BROWN, III	74651	A	424TH CASE #01878	325.00
HILL COUNTRY CHILD ADVOCACY CT	74624	A	JURY DONATIONS	40.00
PERRY THOMAS	74640	A	424TH CASE #01791	325.00
PERRY THOMAS	74641	A	33RD CASE #01877	325.00
POTTS & REILLY, LLP	74643	A	424TH CASE #08527 CPS	367.50
STATE COMPRTOLLER	74625	A	JURY DONATIONS (1)	40.00
TIM COWART	74647	A	33RD CASE #1710	395.00
VANA AND VANA LAW FIRM	74648	A	424TH CASE #01862	325.00
DEPARTMENT TOTAL				2,262.50
<b>0451-DISTRICT JUDGE</b>				
ALAN GARRETT	74666	A	JUVENILE BOARD COMP	100.00
ALAN GARRETT	74667	A	SUPPLEMENT	102.80
BURNET COUNTY TREASURER	74728	A	DISTRICT JUDGES SEPTEMBER 2020	5,154.36

DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
EVAN C. STUBBS	74668	A	SUPPLEMENT	102.80
EVAN C. STUBBS	74669	A	JUVENILE BOARD COMP., 424TH	100.00
DEPARTMENT TOTAL				5,559.96
0452-DISTRICT ATTORNEY				
BURNET COUNTY TREASURER	74676	A	DISTRICT ATTORNEY	17,791.61
DEPARTMENT TOTAL				17,791.61
0453-JUVENILE PROBATION				
JUVENILE PROBATION DEPT	74633	A	NOVEMBER 2020	4,540.88
DEPARTMENT TOTAL				4,540.88
0500-COURTHOUSE EXPENSES				
BURNET COUNTY TREASURER	74729	A	REIMBURSE FOR ADVERTISING	94.50
BURNET COUNTY TREASURER	74730	A	REIMBURSE FOR ADVERTISING	93.75
CANON FINANCIAL SERVICES, INC.	74652	A	INV #22141758 UPSTAIRS	37.92
CANON FINANCIAL SERVICES, INC.	74653	A	INV #22141757 LEC	141.48
CANON FINANCIAL SERVICES, INC.	74654	A	INV #22141747 DIST CLERK	142.35
CANON FINANCIAL SERVICES, INC.	74655	A	INV #22141756 MAILROOM	141.48
CANON FINANCIAL SERVICES, INC.	74656	A	INV #22141748 JP 4	47.73
CANON FINANCIAL SERVICES, INC.	74657	A	INV #22141755 LEC	83.52
CANON FINANCIAL SERVICES, INC.	74658	A	INV #22141754 JP 1	40.32
CANON FINANCIAL SERVICES, INC.	74659	A	INV #22141753 DIST CLERK	131.19
CANON FINANCIAL SERVICES, INC.	74660	A	INV #22141752 CO CLERK	116.19
CANON FINANCIAL SERVICES, INC.	74661	A	INV #22141750 TAC	35.52
CANON FINANCIAL SERVICES, INC.	74662	A	INV #22141749 LEC	47.73
CANON FINANCIAL SERVICES, INC.	74670	A	INV #22141751 EXTENSION	37.92
GRAVES HUMPHRIES, STAHL, LIMITED	74626	A	REPORT #COL005 JP 4	549.54
GVTC	74629	A	PCT 1 & 4 INTERNET	94.95
GVTC	74630	A	SOUTH ANNEX INTERNET	109.91
GVTC	74631	A	SOUTH ANNEX PHONES	297.84
HEFFERNAN INS DBA ADAMS INS. AGENCY	74634	A	BOND #63005383 CO ATTORNEY	177.50
HILL COUNTRY REFRIGERATION	74688	A	INV#54168	352.00
JOHNSON CITY PUBLICATIONS LP	74689	A	replat of Los Encinos	63.75
JOHNSON CONTROLS	74665	A	INV #21961972 LEC	575.00
JOHNSON CONTROLS	74691	A	INV#87248491 LEC	2,778.77
MUNICIPAL EMERGENCY SERVICES	74694	A	INV#IN1516310 LEC	246.00
ODIORNE FEED/RANCH SUPPLY INC	74702	A	INV#167158 LEC	98.40
OFFICESUPPLY.COM	74706	A	INV#4145715	102.19
PAY AND SAVE INC.	74709	A	ACCT#137002 LEC	13.98
PEDERNALES ELECTRIC COOP	74639	A	ACCT #955 COUNTY	2,055.36
PITNEY BOWES	74642	A	INV #3312319310	969.12
RLI SURETY	74644	A	#DRS2001591 JP 4	100.00
TEXAS JUDICIAL ACADEMY	74646	A	INV #239299 DUES	200.00
VERTICAL BRIDGE S3 ASSETS, LLC	74675	A	INV #00151324	656.73
DEPARTMENT TOTAL				10,632.64
0520-JUSTICE OF THE PEACE #4				
NORTHEAST TEXAS DATA CORP.	74637	A	REPORT #CAS017 JP 4	30.00
DEPARTMENT TOTAL				30.00
0560-GENERAL FUND CAPITAL EQUIPMENT				
DELL MARKETING L.P.	74681	A	INV#10434355235 LEC	2,211.76
GT DISTRIBUTORS, INC	74677	A	INV#SI-1694236 CONST 1	1,967.00
JOHNSON CITY SIGN SHOP	74690	A	INV#6510 PCT 4	100.00
DEPARTMENT TOTAL				4,278.76
FUND TOTAL				58,275.53

TIME:10:37 AM

PREPARER:0004

## DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0540-R&B PCT #1				
GVTC	74628	A	830-833-5331 PCT 1	47.49
KIRK FELPS	74693	A	INV#83957 PCT 1	24.60
MOBLEY WELDING SERVICE	74696	A	WELDING LEADS, ETC PCT 1	422.50
MOBLEY WELDING SERVICE	74697	A	SHREDDER DECK PCT 1	90.00
MOBLEY WELDING SERVICE	74698	A	STABILIZATION ARMS PCT 1	150.00
MOBLEY WELDING SERVICE	74699	A	TRACTOR-SHREDDER LIFT	150.00
MOBLEY WELDING SERVICE	74700	A	BROKEN TRACTOR BOLTS	45.00
REEH PLUMBING	74714	A	INV#113879 PCT 1	208.00
REEH PLUMBING	74715	A	INV#114075 PCT 1	802.62
THIRD COAST DISTRIBUTING, LLC	74720	A	INV#826179 PCT 4	40.63
DEPARTMENT TOTAL				1,980.84
0550-R&B PCT #2				
BLANCO COUNTY TAX ASSESSOR-COLLECT	74678	A	LICENSE TAG #1199662 PCT 2	7.50
BLANCO COUNTY TAX ASSESSOR-COLLECT	74679	A	LICENSE TAG #9082031	22.00
PETERSON TIRE	74712	A	INV#JC33822 PCT 2	25.00
PETERSON TIRE	74713	A	INV#JC33975 PCT 2	548.00
THIRD COAST DISTRIBUTING, LLC	74721	A	INV#824871 PCT 2	96.96
DEPARTMENT TOTAL				699.46
0560-R&B PCT #3				
STROEHER & OLFERS INC	74725	A	INV#203325 PCT 3	1,369.76
DEPARTMENT TOTAL				1,369.76
0570-R&B PCT #4				
GVTC	74627	A	830-833-1077 PCT 4	48.41
KIRK FELPS	74692	A	INV#83906 PCT 4	9.99
KIRK FELPS	74723	A	INV#83905 PCT 4	18.98
THIRD COAST DISTRIBUTING, LLC	74718	A	INV#826722 PCT 4	12.99
THIRD COAST DISTRIBUTING, LLC	74719	A	INV#827203 PCT 4	48.47
THIRD COAST DISTRIBUTING, LLC	74726	A	INV#827492 PCT 4	125.07
THIRD COAST DISTRIBUTING, LLC	74727	A	INV#827979 PCT 4	13.98
DEPARTMENT TOTAL				277.89
FUND TOTAL				4,327.95

DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0400-CHILD SAFETY FUND EXPENSES				
HILL COUNTRY CHILD ADVOCACY CT	74650	A	INV# 2020-8	5,500.00
DEPARTMENT TOTAL				5,500.00
FUND TOTAL				5,500.00

DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0400-JAIL INMATE COMMISSARY EXPENSES				
DELL MARKETING L.P.	74682	A	INV#10435250300 LEC	1,105.88
DEPARTMENT TOTAL				1,105.88
FUND TOTAL				1,105.88

DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0400-EXPENSES				
DIAMOND X RENTALS, LLC	74722	A	INV#22985JC PCT 3	825.00
RANDY W CAMPBELL	74724	A	SEALED WATER TANK PCT 3	3,000.00
DEPARTMENT TOTAL				3,825.00
FUND TOTAL				3,825.00

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DEPARTMENT				
NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0400-EXPENSES				
MOTOROLA SOLUTIONS, INC.	74701	A	TRANS#16125729 LEC	4,571.76
DEPARTMENT TOTAL				4,571.76
FUND TOTAL				4,571.76

DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0400-INTEREST & SINKING EXPENSES				
WELLS FARGO BANK, N.A.	74649	A	INV #1893180 SERIES 2012	550.00
DEPARTMENT TOTAL				550.00
FUND TOTAL				550.00



TIME:10:37 AM

PREPARER:0004

DEPARTMENT

NAME-OF-VENDOR

INVOICE-NO

S

DESCRIPTION-OF-INVOICE

AMOUNT

GRAND TOTAL

78,156.12

## NON-ENTERING TWENTY-FOUR HOUR TERMINAL AGENCY AGREEMENT

This document constitutes an agreement between Blanco County Sheriff's Office hereinafter called the Entering Twenty-Four Hour Terminal Agency and Johnson City Police Department hereinafter called the Non-Entering Twenty-Four Hour Terminal Agency.

The Entering Twenty-Four Hour Terminal Agency agrees to make entries into the Texas Crime Information Center (TCIC) and the National Crime Information Center (NCIC) computers for the Non-Entering Twenty-Four Hour Terminal Agency.

All records must be entered with the Entering Twenty-Four Hour Terminal Agency's ORI, and all case reports and original warrants must be held at the Entering Twenty-Four Hour Terminal Agency for hit confirmation purposes.

The Non-Entering Twenty-Four Hour Terminal Agency agrees to abide by all laws of the United States and the State of Texas and all present or hereafter approved rules, policies and procedures of TLETS, NLETS, TCIC, NCIC and any other system now or in the future associated with TLETS concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes.

The Entering Twenty-Four Hour Terminal Agency reserves the right to suspend service to the Non-Entering Twenty-Four Hour Terminal Agency which may include canceling of records entered for the Non-Entering Twenty-Four Hour Terminal Agency when applicable policies are violated. The Entering Twenty-Four Hour Terminal Agency may reinstate service following such instances upon receipt of satisfactory assurances that such violations have been corrected.

In order to comply with NCIC policies established by the NCIC Advisory Policy Board, the Non-Entering Twenty-Four Hour Terminal Agency agrees to maintain accurate records of all TCIC/NCIC entries made through the Entering Twenty-Four Hour Terminal Agency and to immediately notify the Entering Twenty-Four Hour Terminal Agency of any changes in the status of those reports to include the need for cancellation, addition, deletion or modification of information. The Entering Twenty-Four Hour Terminal Agency agrees to enter, update and remove all records for the Non-Entering Twenty-Four Hour Terminal Agency on a timely basis, as defined by NCIC.

In order to comply with NCIC Validation requirements, the Non-Entering Twenty-Four Hour Terminal Agency agrees to perform all validation procedures as required by NCIC on all records entered through the Entering Twenty-Four Hour Terminal Agency.

Either the Entering Twenty-Four Hour Terminal Agency or the Non-Entering Twenty-Four Hour Terminal Agency may, upon thirty days written notice, discontinue this agreement.

To the extent allowed by the laws of the State of Texas, the Non-Entering Twenty-Four Hour Terminal Agency agrees to indemnify and save harmless the Entering Twenty-Four Hour Terminal Agency as well as the DPS, its Director and employees from and against all claims, demands, actions and suits, including but not limited to any liability for damages by reason of or arising out of any false arrests or imprisonment or any cause of the Non-Entering Twenty-Four Hour Terminal Agency or its employees in the exercise of the enjoyment of this Agreement.

This agreement becomes effective on the 24 day of November, 2020.

In witness whereof, the parties hereto caused this agreement to be executed by the proper officers and officials.

Entering Twenty-Four Hour Terminal Agency

Non-Entering Twenty-Four Hour Terminal Agency

By: \_\_\_\_\_

By: Ross Allen

Title: Sheriff Don Jackson

Title: Chief of Police Ross Allen

Date: 11/24/20

Date: 11/24/20

## EQUIPMENT LEASE-PURCHASE AGREEMENT

**Lease Number: 24802**

**LESSEE:**

Blanco County  
101 W. Pecan Dr  
Johnson City TX 78636

**LESSOR:**

Motorola Solutions, Inc.  
500 W. Monroe  
Chicago, IL 60661

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the equipment and/or software described in Schedule A attached hereto ("Equipment") in accordance with the following terms and conditions of this Equipment Lease-Purchase Agreement ("Lease").

**1. TERM.** This Lease will become effective upon the execution hereof by Lessor. The Term of this Lease will commence on date specified in Schedule A attached hereto and unless terminated according to terms hereof or the purchase option, provided in Section 18, is exercised this Lease will continue until the Expiration Date set forth in Schedule B attached hereto ("Lease Term").

**2. RENT.** Lessee agrees to pay to Lessor or its assignee the Lease Payments (herein so called), including the interest portion, in the amounts specified in Schedule B. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence on the first Lease Payment Date as set forth in Schedule B and thereafter on each of the Lease Payment Dates set forth in Schedule B. Any payments received later than ten (10) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever. Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term. It is Lessee's intent to make Lease Payments for the full Lease Term if funds are legally available therefor and in that regard Lessee represents that the Equipment will be used for one or more authorized governmental or proprietary functions essential to its proper, efficient and economic operation.

**3. DELIVERY AND ACCEPTANCE.** Lessor will cause the Equipment to be delivered to Lessee at the location specified in Schedule A ("Equipment Location"). Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment either (a) by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor; or (b) by executing and delivering the form of acceptance provided for in the Contract (defined below).

Even if Lessee has not executed and delivered to Lessor a Delivery and Acceptance Certificate or other form of acceptance acceptable to Lessor, if Lessor believes the Equipment has been delivered and is operational, Lessor may require Lessee to notify Lessor in writing (within five (5) days of Lessee's receipt of Lessor's request) whether or not Lessee deems the Equipment (i) to have been delivered and (ii) to be operational, and hence be accepted by Lessee. If Lessee fails to so respond in such five (5) day period, Lessee will be deemed to have accepted the Equipment and be deemed to have acknowledged that the Equipment was delivered and is operational as if Lessee had in fact executed and delivered to Lessor a Delivery and Acceptance Certificate or other form acceptable to Lessor.

**4. REPRESENTATIONS AND WARRANTIES.** Lessor acknowledges that the Equipment leased hereunder is being manufactured and installed by Motorola Solutions, Inc. pursuant to contract (the "Contract") covering the Equipment. Lessee acknowledges that on or prior to the date of acceptance of the Equipment, Lessor intends to sell and assign Lessor's right, title and interest in and to this Agreement and the Equipment to an assignee ("Assignee"). LESSEE FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE OR KIND WHATSOEVER, AND AS BETWEEN LESSEE AND THE ASSIGNEE, THE PROPERTY SHALL BE ACCEPTED BY LESSEE "AS IS" AND "WITH ALL FAULTS". LESSEE AGREES TO SETTLE ALL CLAIMS DIRECTLY WITH LESSOR AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST THE ASSIGNEE. NEITHER LESSOR NOR THE ASSIGNEE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR LOST PRODUCTION WHETHER SUFFERED BY LESSEE OR ANY THIRD PARTY.

Lessor is not responsible for, and shall not be liable to Lessee for damages relating to loss of value of the Equipment for any cause or situation (including, without limitation, governmental actions or regulations or actions of other third parties).

**5. NON-APPROPRIATION OF FUNDS.** Notwithstanding anything contained in this Lease to the contrary, in the event the funds appropriated by Lessee's governing body in any fiscal period of Lessee for Lease Payments or other amounts due under this Lease are insufficient therefor, this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted. The Lessee will immediately notify the Lessor or its Assignee of such occurrence. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its Assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Lessor. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment.

**6. LESSEE CERTIFICATION.** Lessee represents, covenants and warrants that: (i) Lessee is a state or a duly constituted political subdivision or agency of the state of the Equipment Location; (ii) the interest portion of the Lease Payments shall be excludable from Lessor's gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as it may be amended from time to time (the "Code"); (iii) the execution, delivery and performance by the Lessee of this Lease have been duly authorized by all necessary action on the part of the Lessee; (iv) this Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; (v) Lessee will comply with the information reporting requirements of Section 149(e) of the Code, and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (vi) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (vii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (viii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the Lease Payments to be or become includible in gross income for Federal income taxation purposes under the Code; and (ix) Lessee will be the only entity to own, use and operate the Equipment during the Lease Term.

Lessee represents, covenants and warrants that (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all public bidding requirements where necessary and by due notification presented this Lease for approval and adoption as a valid obligation on its part, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

If Lessee breaches the covenant contained in this Section, the interest component of Lease Payments may become includible in gross income of the owner or owners thereof for federal income tax purposes. In such event, notwithstanding anything to the contrary contained in Section 11 of this Agreement, Lessee agrees to pay promptly after any such determination of taxability and on each Lease Payment date thereafter to Lessor an additional amount determined by Lessor to compensate such owner or owners for the loss of such excludibility (including, without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error). Notwithstanding anything herein to the contrary, any additional amount payable by Lessee pursuant to this Section 6 shall be payable solely from Legally Available Funds.

It is Lessor's and Lessee's intention that this Agreement does not constitute a "true" lease for federal income tax purposes and, therefore, it is Lessor's and Lessee's intention that Lessee be considered the owner of the Equipment for federal income tax purposes.

**7. TITLE TO EQUIPMENT; SECURITY INTEREST.** Upon shipment of the Equipment to Lessee hereunder, title to the Equipment will vest in Lessee subject to any applicable license; provided, however, that (i) in the event of termination of this Lease by Lessee pursuant to Section 5 hereof; (ii) upon the occurrence of an Event of Default hereunder, and as long as such Event of Default is continuing; or (iii) in the event that the purchase option has not been exercised prior to the Expiration Date, title will immediately vest in Lessor or its Assignee, and Lessee shall immediately discontinue use of the Equipment, remove the Equipment from Lessee's computers and other electronic devices and deliver the Equipment to Lessor or its Assignee. In order to secure all of its obligations hereunder, Lessee hereby (i) grants to Lessor a first and prior security interest in any and all right, title and interest of Lessee in the Equipment and in all additions, attachments, accessions, and substitutions thereto, and on any proceeds therefrom; (ii) agrees that this Lease may be filed as a financing statement evidencing such security

interest; and (iii) agrees to execute and deliver all financing statements, certificates of title and other instruments necessary or appropriate to evidence such security interest.

**8. USE; REPAIRS.** Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies, the Contract, any licensing or other agreement, and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of the possession, use or maintenance of the Equipment. Lessee, at its expense will keep the Equipment in good repair and furnish and/or install all parts, mechanisms, updates, upgrades and devices required therefor.

**9. ALTERATIONS.** Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

**10. LOCATION; INSPECTION.** The Equipment will not be removed from, [or if the Equipment consists of rolling stock, its permanent base will not be changed from] the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

**11. LIENS AND TAXES.** Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, licensing, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor within ten days of written demand.

**12. RISK OF LOSS: DAMAGE; DESTRUCTION.** Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair (an "Event of Loss"), Lessee at the option of Lessor will: either (a) replace the same with like equipment in good repair; or (b) on the next Lease Payment date, pay Lessor the sum of: (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease payment due on such date; and (ii) an amount equal to all remaining Lease Payments to be paid during the Lease Term as set forth in Schedule B.

In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Balance Payment (as set forth in Schedule B) to be made by Lessee with respect to that part of the Equipment which has suffered the Event of Loss.

**13. INSURANCE.** Lessee will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent, Lessee may self-insure against any or all such risks. All insurance covering loss of or damage to the Equipment shall be carried in an amount no less than the amount of the then applicable Balance Payment with respect to such Equipment. The initial amount of insurance required is set forth in Schedule B. Each insurance policy will name Lessee as an insured and Lessor or its Assigns as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its Assigns as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

**14. INDEMNIFICATION.** Lessee shall, to the extent permitted by law, indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorneys' fees and court costs, arising in connection with the Equipment, including, but not limited to, its selection,

purchase, delivery, licensing, possession, use, operation, rejection, or return and the recovery of claims under insurance policies thereon.

**15. ASSIGNMENT.** Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment or; (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Lessee covenants and agrees not to assert against the Assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Lessee may have against Lessor. No assignment or reassignment of any Lessor's right, title or interest in this Lease or the Equipment shall be effective unless and until Lessee shall have received a notice of assignment, disclosing the name and address of each such assignee; provided, however, that if such assignment is made to a bank or trust company as paying or escrow agent for holders of certificates of participation in the Lease, it shall thereafter be sufficient that a copy of the agency agreement shall have been deposited with Lessee until Lessee shall have been advised that such agency agreement is no longer in effect. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with Section 149(a) of the Code, and the regulations, proposed or existing, from time to time promulgated thereunder. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

After notice of such assignment, Lessee shall name the Assignee as additional insured and loss payee in any insurance policies obtained or in force. Any Assignee of Lessor may reassign this Lease and its interest in the Equipment and the Lease Payments to any other person who, thereupon, shall be deemed to be Lessor's Assignee hereunder.

**16. EVENT OF DEFAULT.** The term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing ever delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.

**17. REMEDIES.** Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare all amounts then due under the Lease, and all remaining Lease Payments due during the Fiscal Year in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (ii) by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly discontinue use of the Equipment, remove the Equipment from all of Lessee's computers and electronic devices, return the Equipment to Lessor in the manner set forth in Section 5 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same; (iii) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for all Lease Payments and other amounts due prior to the effective date of such selling, leasing or subleasing and for the difference between the purchase price, rental and other amounts paid by the purchaser, Lessee or sublessee pursuant to such sale, lease or sublease and the amounts payable by Lessee hereunder; and (iv) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

**18. PURCHASE OPTION.** Upon thirty (30) days prior written notice from Lessee to Lessor, and provided that no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or

both could become an Event of Default, then exists, Lessee will have the right to purchase the Equipment on the Lease Payment dates set forth in Schedule B by paying to Lessor, on such date, the Lease Payment then due together with the Balance Payment amount set forth opposite such date. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Lessor.

**19. NOTICES.** All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to such mailing.

**20. SECTION HEADINGS.** All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

**21. GOVERNING LAW.** This Lease shall be construed in accordance with, and governed by the laws of, the state of the Equipment Location.

**22. DELIVERY OF RELATED DOCUMENTS.** Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

**23. ENTIRE AGREEMENT; WAIVER.** This Lease, together with Schedule A Equipment Lease-Purchase Agreement, Schedule B, Evidence of Insurance, Statement of Essential Use/Source of Funds, Certificate of Incumbency, Certified Lessee Resolution (if any), Bank Qualified Statement, Information Return for Tax-Exempt Governmental Obligations and the Delivery and Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitutes the entire agreement between the parties with respect to the Lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of the Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

**24. EXECUTION IN COUNTERPARTS.** This Lease may be executed in several counterparts, either electronically or manually, all of which shall constitute but one and the same instrument. Lessor reserves the right to request receipt of a manually-executed counterpart from Lessee. Lessor and Lessee agree that the only original counterpart for purposes of perfection by possession shall be the original counterpart manually executed by Lessor and identified as "Original", regardless of whether Lessee's execution or delivery of said counterpart is done manually or electronically.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 24 day of November, 2020.

**LESSEE:**

Blanco County

By: \_\_\_\_\_

Printed Name: Brett Bray

Title: Blanco County Judge

**LESSOR:**

**MOTOROLA SOLUTIONS, INC.**

By: \_\_\_\_\_

Printed Name: Uygar Gazioglu

Title: Treasurer

**CERTIFICATE OF INCUMBENCY**

I, Laura Walla do hereby certify that I am the duly elected or  
(Printed Name of Secretary/Clerk )  
appointed and acting Secretary or Clerk of Blanco County, an entity duly organized and existing under the laws of the **State of Texas** that I have custody of the records of such entity, and that, as of the date hereof, the individual(s) executing this agreement is/are the duly elected or appointed officer(s) of such entity holding the office(s) below his/her/their respective name(s). I further certify that (i) the signature(s) set forth above his/her/their respective name(s) and title(s) is/are his/her/their true and authentic signature(s) and (ii) such officer(s) have the authority on behalf of such entity to enter into that certain Equipment Lease Purchase Agreement number **24802**, between Blanco County and Motorola Solutions, Inc. If the initial insurance requirement on Schedule B exceeds \$1,000,000, attached as part of the Equipment Lease Purchase Agreement is a Certified Lessee Resolution adopted by the governing body of the entity.

**IN WITNESS WHEREOF**, I have executed this certificate and affixed the seal Blanco County, hereto this 24 day of November, 2020.

By: \_\_\_\_\_  
(Signature of Secretary/Clerk)

COPY

SEAL

**OPINION OF COUNSEL**

With respect to that certain Equipment Lease-Purchase Agreement # 24802 by and between Motorola Solutions, Inc. (Lessor) and the Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a state or a fully constituted political subdivision or agency of the State of the Equipment Location described in Schedule A hereto; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee, (III) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; and (iv) Lessee has sufficient monies available to make all payments required to be paid under the Lease during the current fiscal year of the Lease, and such monies have been properly budgeted and appropriated for this purpose in accordance with State law. This opinion may be relied upon by the Lessor and any assignee of the Lessor's rights under the Lease.

\_\_\_\_\_  
Attorney for Blanco County





**Blanco County (Schedule B)**

Compound Period: Annual

Nominal Annual Rate: 0.000%

**CASH FLOW DATA**

Event	Date	Amount	Number	Period	End Date
1 Lease	12/1/2020	\$ 451,291.00	1		
2 Lease Payment	12/1/2021	\$ 225,645.50	2	Annual	12/1/2022

**AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year**

	Date	Lease Payment	Interest	Principal	Balance
Lease	12/1/2020				\$451,291.00
1	12/1/2021	\$ 225,645.50	\$ -	\$225,645.50	\$225,645.50
2	12/1/2022	\$ 225,645.50	\$ -	\$225,645.50	\$ -
<b>Grand Totals</b>		<b>\$ 451,291.00</b>	<b>\$ -</b>	<b>\$451,291.00</b>	

INITIAL INSURANCE REQUIREMENT: \$451,291.00

Except as specifically provided in Section five of the Lease hereof, Lessee agrees to pay to Lessor or its assignee the Lease Payments, including the interest portion, in the amounts and dates specified in the above payment schedule.

**ORIGINAL ISSUE DISCOUNT:**

Lessee acknowledges that the amount financed by Lessor is \$439,069.60 and that such amount is the issue price for this Lease Payment Schedule for federal income tax purposes. The difference between the principal amount of this Lease Payment Schedule and the issue price is original issue discount as defined in Section 1288 of the Code. The yield for this Lease Payment Schedule for federal income tax purposes is 1.85%. Such issue price and yield will be stated in the applicable Form 8038-G.

**EVIDENCE OF INSURANCE**

Fire, extended coverage, public liability and property damage insurance for all of the Equipment listed on Schedule A number **24802** to that Equipment Lease Purchase Agreement number **24802** will be maintained by the Blanco County as stated in the Equipment Lease Purchase Agreement.

This insurance is provided by:

\_\_\_\_\_  
Name of insurance provider

\_\_\_\_\_  
Address of insurance provider

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Phone number of **local** insurance provider

\_\_\_\_\_  
E-mail address

COPY

In accordance with the Equipment Lease Purchase Agreement Number **24802** , Blanco County, hereby certifies that following coverage are or will be in full force and effect:

<b>Type</b>	<b>Amount</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Policy Number</b>
Fire and Extended Coverage	_____	_____	_____	_____
Property Damage	_____	_____	_____	_____
Public Liability	_____	_____	_____	_____

**Certificate shall include the following:**

Description: All Equipment listed on Schedule A number 24802 to that Equipment Lease Purchase Agreement number 24802 . Please include equipment cost equal to the Initial Insurance Requirement on Schedule B to Equipment Lease Purchase Agreement number 24802 and list any deductibles.

**Certificate Holder:**

MOTOROLA SOLUTIONS, INC. and or its assignee as additional insured and loss payee  
1303 E. Algonquin Road  
Schaumburg, IL 60196

**If self-insured, contact Motorola representative for template of self-insurance letter.**

## STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS

To further understand the essential governmental use intended for the equipment together with an understanding of the sources from which payments will be made, please address the following questions by completing this form or by sending a separate letter:

1. What is the specific use of the equipment?
2. Why is the equipment essential to the operation of Blanco County?
3. Does the equipment replace existing equipment?  
If so, why is the replacement being made?
4. Is there a specific cost justification for the new equipment?  
If yes, please attach outline of justification.
5. What is the expected source of funds for the payments due under the Lease for the current fiscal year and future fiscal years?

# EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Lessee hereby acknowledges receipt of the Equipment described below ("Equipment") and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of lease Schedule A to the Equipment Lease Purchase Agreement executed by Lessee and Lessor.

Equipment Lease Purchase Agreement No.: 24802

Lease Schedule A No. : 24802

## EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in lease Schedule A# 24802. See Schedule A for a detailed Equipment List.

COPY

LESSEE: Blanco County

By: \_\_\_\_\_

Date: \_\_\_\_\_

**CERTIFIED LESSEE RESOLUTION**

At a duly called meeting of the Governing Body of the Lessee (as defined in the Blanco County Lease No. 24802) held on November 24, 2020, the following resolution was introduced and adopted.

BE IT RESOLVED by the Governing Board of Lessee as follows:

1. **Determination of Need.** The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment or other personal property described in the Lease between Blanco County(Lessee) and Motorola Solutions, Inc. (Lessor).
2. **Approval and Authorization.** The Governing body of Lessee has determined that the Lease, substantially in the form presented to this meeting, is in the best interests of the Lessee for the acquisition of such Equipment or other personal property, and the Governing Board hereby approves the entering into of the Lease by the Lessee and hereby designates and authorizes the following person(s) referenced in the Lease to execute and deliver the Lease on Lessee's behalf with such changes thereto as such person deems appropriate, and any related documents, including any escrow agreement, necessary to the consummation of the transactions contemplated by the Lease.
3. **Adoption of Resolution.** The signatures in the Lease from the designated individuals for the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.

COPY

# Certificate of Completion

The V.G. Young Institute of County Government  
Awards This Certificate To

**Paul Granberg**

For Successfully Completing 8.00 Hours of Educational Training

**98th Annual County Judges and Commissioners Conference**

**Abilene, TX**

*Peter J. McGill*

Peter J. McGill, Ph.D., Director  
V.G. Young Institute of County Government

*Chuck Statler*

Chuck Statler, President  
County Judges & Commissioners Association of Texas

*Jeff Hyde*

Jeff Hyde, Ph.D., Director  
Texas A&M Agrilife Extension Service



**County Government**

October 05-08, 2020

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