



FILED this 10 day of Feb 20 11  
4:25 PM

CAROL HOLCOMB  
 COUNTY CLERK, CALDWELL COUNTY, TEXAS

By Bertie Deputy

**Notice of Meeting**

**Commissioners Court of Caldwell County, Texas**

Notice is hereby given that a meeting of the Caldwell County Commissioners Court will be held on the 14<sup>th</sup> day of February, 2011, at 9:00 A.M. in the Commissioners Courtroom located at 1403 Blackjack Street, Lockhart, Texas at which time the following subject will be discussed, considered, passed or adopted, to Wit:

**Agenda**

Call Meeting to order.

1. Approve Minutes of Previous Meetings.
2. Citizen's comments: at this time any person with business before the Commissioners Court, not scheduled on the agenda, may speak to the Commissioners Court. Comments will be limited to three (3) to (5) minutes per person.
3. Approve the Caldwell County Reports for the month:
  - A. Caldwell County Tax Collection Report for the month of January 2011-Judge Bonn.
  - B. Environmental Investigator Report for the month of January 2011-Mike Bittner.
  - C. Texas Agrilife Extension Service Report for the month of January 2011-Jeff Watts & Carissa Wilhelm.
4. Discussion/Action to consider Outdoor Burning Ban for Caldwell County-Judge Bonn.
5. Discussion/Action concerning Caldwell County Lockhart and Luling area Properties Tax resale bids received-Judge Bonn/Steve Bird.

Property ID	Description Address	Bid	Co. tax Due	Actual Recovery
ID 18301 Suit # 6838	.28 acres, more or less, A017, Byrd Lockhart, Pecos Street	\$3,100	\$872.14	\$597.99
PID 18249 Suit # 8091	.511 acres, more or less, A017, Byrd Lockhart, Green Street	\$4,500	\$1,518.53	\$931.36
PID 14913 Suit # 6814	.75 acres, more or less, A097, J.D. Dial, Pt. Tract 16, Dickerson Rd.	\$2,000	\$5,804.21	\$229.97
PID 22857 Suit # 8341	1.0 acres, more or less, A018, S. Morris, Hillview Dr.	\$2,000	\$5,804.21	\$380.02
PID 22804 Suit # 8161	.75 acres, more or less, A014, J. Hinds, Rolling Oaks Dr.	\$3,000	\$926.35	\$782.55
PID 25844 Suit # 8198	Part Lot 3, Blk. 2, Josey's North, Jones Street	\$500	\$243.24	\$ 0
PID 25642 Suit # 8370	Part Lot 8, Blk. 3, Bell Haven, Jones Street	\$500	\$690.40	\$ 0
PID 25945 Suit # 8276	Part Lot 2, Blk. 7, Josey's North, Newton Street	\$500	\$2,499.84	\$ 0
PID 25676 Suit # 8402	Lot 6, Blk. 1, Bridges Addition, Cosey Street	\$3,600	\$1,368.37	\$791.07

6. Discussion/Action regarding a request from Judge Todd Blomerth to purchase 3 Taser Guns, 1 ABA BR01 Level IIIA with AJ carrier vest, Taser 15' Air Cartridge and Taser 21' Air Cartridge for the District and County Court at Law Bailiffs in the amount of \$3517.90 with realignment of District Judge Budget
7. Discussion/Action to approve Certificate completion certifying County Judge Tom Bonn has met the 2011 Judicial Orientation-Judge Bonn.
8. Discussion/Action concerning the Caldwell County Tax Office phone system power damaged that occurred on Wednesday February 2, 2011-Judge Bonn.

9. Discussion/Action concerning a variance request to sell 4 acres out of 32.774 acres located on Saint John's Road (CR 169) - Commissioner Roland/Cynthia Caka.
10. Discussion/Action concerning a variance request to sell 6 acres out of 120 acres located on Highway 20-Commissioner Madrigal/Jason Otto.
11. Discussion/Action concerning proposed amendments to the Personnel Policies of Caldwell County, Texas Section 11-Use of County Property-Judge Bonn.
12. Discussion/Action to approve Certificate of Compliance for Lori D. Rangel-Pompa, Treasurer, for the required hours of continuing education for 2011-Judge Bonn.
13. Discussion/Action to approve a Proclamation to designate the Month of February 2011 as National Boy Scouts of America month-Judge Bonn.
14. Discussion/Action to approve a Proclamation to designate the Month of February 2011 as Black History Month-Commissioner Roland
15. Discussion/Action to approve a Proclamation to designate February 20-26, 2011 as Severe Weather Awareness Week in Caldwell County-Judge Bonn.
16. Update on Caldwell County Development Ordinance-Commissioner Buchholtz.
17. Discussion concerning the Veterans Officer position being posted for additional information regarding on-the-job training or experience related to a human resources position as advised from County Attorney -Judge Bonn/Ron Heggemeier.
18. **Executive Session** pursuant to Section 551.071 for consultations with Attorney involving substantive legal advice concerning loss prevention, county bonds, Commissioners Court authority regarding the same, and legal advice regarding county and precinct offices.
19. Discussion/Action resulting from the Executive Session.
20. Pay Bills

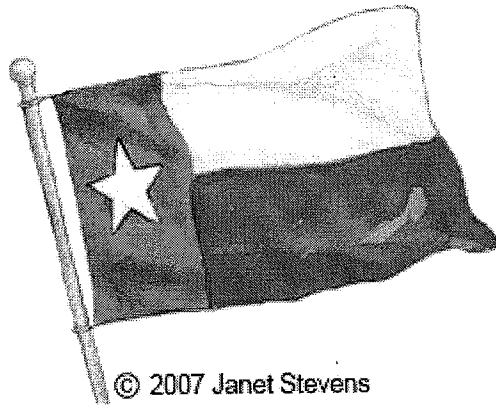
## Adjourn

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

In the event that the Court adjourns into Executive Session, unless otherwise specified on the agenda, the Court will announce any other parties who are authorized to be present during the deliberations in Executive Session and will announce under what section of the Texas Government Code the Commissioner's Court is using as it's authority to enter into an Executive Session.

The meeting facility is wheelchair accessible and accessible parking spaces are available. Request for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the County Judge's office at 512 398-1808 for further information.

*The pledge of allegiance to the Texas state flag is:*



© 2007 Janet Stevens

**Honor the Texas flag;  
I pledge allegiance to thee, Texas,  
One state under God,  
One and indivisible.”**



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# COMMISSIONERS COURT MINUTES

Regular Meeting on January 18, 2011

TOM BONN County Judge  
CAROL HOLCOMB County Clerk

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

## Call to order.

The meeting was called to order at 9:00 A.M.  
Judge Bonn recognized former Judge Duesterheft and Retired Veterans Service Officer Larry Corpus present in meeting.

## 1. Approve Minutes of Previous Meeting.

Reminder of meeting location change beginning with first February meeting to the Caldwell county Scott Annex, 1403 Blackjack St. Motion made by Commissioner Cyrier, seconded by Commissioner Roland. Motion carried unanimously.

## 2. Citizen's comments: at this time any person with business before the Commissioners Court, not scheduled on the agenda, may speak to the Commissioners Court. Comments will be limited to three (3) to (5) minutes per person.

Mr. Brice from the Historical Commission spoke of concerns and questions about correcting spelling of "JOLLY RD" and that it should be spelled "Jolley". He asked for courts consideration and asked for further investigation of cost and/or consideration for change. Others spoke of concerns of the new Ordinance and Judge Bonn assured that the court would continue discussion. Concerns about County website being updated were also discussed.

## 3. Discussion/Action to consider Outdoor Burning Ban for Caldwell County and burning by permit-Judge Bonn.

Further research to be done to achieve safety and economical transition for permits concerning permits for "controlled burning". All agree that time, trucks and fire fighters are a concern. Judge Bonn entertains motion, Commissioner Roland motions to leave burn ban off at this time, Commissioner Cyrier seconds. Motion carries.

## 4. Discussion/Action to approve a Memorandum of Understanding regarding the adoption of the Texas Department of Transportation's Federally-approved disadvantage business enterprise program by Caldwell County-Judge Bonn.

Commissioner Cyrier explains the enterprise program more clearly and explains if you accept the grant requested, you are required to follow the guidelines specified. Commissioner Roland moves to approve, Commissioner Cyrier seconds. Motion carries unanimously.

**5. Discussion regarding Preliminary Plan on Woodland Subdivision, located on CR 112 (Callihan Road) in Caldwell County-Commissioner Madrigal.**

Commissioner Cyrier asks if all fees and preliminary requirements are in order. Kasi Miles and Jason Roberts assure that all are in order and being taken care of. All are satisfied with information so far.

**6. Discussion regarding Preliminary Plan on Westwood Ridge Subdivision, located on the corner of CR 215 and CR 216 (Westwood Road and Pin Oak Road) in Caldwell County-Commissioner Cyrier.**

Commissioner Cyrier asks if all fees and preliminary requirements are in order. Kasi Miles and Jason Roberts assure that all are in order and being taken care of. Extended right of way changes are in discussion and corrections are in process. Kasi Miles gives information about preliminary plans and information about portion of property in the ETJ.

**7. Discussion/Action concerning adoption of an Order of the Court to modify the existing hours of the Luling Tax Assessor-Collector office and to set temporary revised hours starting on January 19, 2011 for vehicle registrations only.**

Judge Bonn recognizes Mary Vicky Gonzales, Caldwell County Tax Assessor Collector. Noting the loss of the deputy in the Luling Tax office, she requests the temporary modification for the operating hours. Requesting app. 25 hrs with the hours to be 9-3 Tuesday, Wednesday, and Thursday, with Vehicle Registration only. Due to Training and certifications needed. Arrangements for property tax payments are being arranged by Appraisal Office. Judge Bonn entertains motions. Commissioner Roland approves temporary hours for vehicle registration only. Commissioner Buchholtz seconds. Motion carries.

**8. Acknowledge Veterans Officer, Larry Corpus, for 14 years of faithful service to the veterans of Caldwell County-Judge Bonn**

Judge Bonn presents a plaque to Mr. Corpus for years of service and appreciation from Caldwell County. Mr. Corpus accepts and expresses his thanks and pleasures of his position throughout the years.

**9. Discussion concerning interviews and recommendations for Veteran Service Officer/Hr employee-Judge Bonn**

Applications are being reviewed. Final 3 will brought to commissioners court for final decision.

**10. Discussion/Action concerning the new Caldwell County Development Ordinance-Judge Bonn.**

Commissioner Buchholtz begins with expressing appreciation to the court for allowing him to assist with the Ordinance and requests more than 30 days to continue. He suggests accepting the most recent draft ordinance with fee schedule. After much discussion, Commissioner Buchholtz moves to adopt the most recent draft and continue revising as needed. Commissioner Roland requests one more week to review for any additional changes. Decision to accept the ordinance with continuance of changes as necessary by Commissioner Cyrier, Commissioner Buchholtz and Madrigal. Commissioner Roland Opposes.

**11. Pay Bills**

Commissioner Roland motions to pay. Commissioner Cyrier seconds. Motion carried.

**Adjourn**

Motion made at 10:30 A.M. Carried Unanimously.

10. Discussion/Action concerning the new Caldwell County Development Ordinance-Judge TOM BONN, County Judge

Commissioner Buchholtz begins with expressing appreciation to the court for allowing him to assist with the Ordinance and requests more than 30 days to continue. He suggests accepting the most recent draft ordinance with fee schedule. After much discussion, Commissioner Buchholtz moves to adopt the most recent draft and continue revising as needed. Commissioner Roland requests one more week to review for any additional changes. Decision to accept the ordinance with continuance of changes as necessary by Commissioner Cyrier, Commissioner Buchholtz and Madrigal. Commissioner Roland Opposes.

**11. Pay Bills**

Commissioner Roland motions to pay. Commissioner Cyrier seconds. Motion carried.

**Adjourn**

Motion made at 10:30 A.M. Carried Unanimously.

# COMMISSIONERS COURT MINUTES

Regular Meeting on January 24, 2011

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TOM BONN County Judge  
CAROL HOLCOMB County Clerk

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

## COMMISSIONERS COURT MINUTES

### Call to order.

The meeting was called to order at 9:00 A.M. In the absence of Judge Bonn, Commissioner Roland will hold meeting. Pledge to both flags.

### 1 Approve Minutes of Previous Meeting.

Motion from Commissioner Cyrier to postpone acceptance of minutes until next meeting after corrections made. Commissioner Madrigal second. Motion carries.

### 2 Citizen's comments: at this time any person with business before the Commissioners Court, not scheduled on the agenda, may speak to the Commissioners Court. Comments will be limited to three (3) to (5) minutes per person.

Concerns about accessing county website and accessing agenda in advance were discussed.

County Treasurer Lori Rangel-Pompa addressed information about workshop for county employees during the week.

### 3 A. 911 Addressing Coordinator monthly report for the month of December 2010-Darla Law

Darla gave report and answered any questions asked. Commissioner Roland entertains motion to approve the 911 report. Commissioner Madrigal motions and Commissioner Buchholtz seconds. Motion carries

### B. Sanitation Officer monthly report for the month of December 2010-Kasi Miles

Kasi gives sanitation report for month of December. Commissioner Roland entertains motion. Commissioner Cyrier motions. Commissioner Madrigal seconds. Motion carries

### C. Indigent Health Care monthly report for the month of December 2010 Rhoda Chavira

Commissioner Cyrier moves to postpone approval of this report until next meeting. Commissioner Buchholtz seconds. Motion carries.



**D. Tax Collection Report for the month of December 2010-Judge Bonn.**

Commissioner Roland gives report. Motion to approve the report by Commissioner Buchholtz. Commissioner Madrigal seconds. Motion carries

**E. Texas AgriLife Extension Service Report for the month of December 2010-Jeff Watts & Carissa Wilhelm.**

Reports were given. Commissioner Roland entertains motion to approve. Motion to approve by Commissioner Buchholtz. Seconded by Commissioner Cyrier. Motion carries.

**F. Environmental Investigator Report for the month of December 2010-Michael Bittner.**

Monthly report given by Mr. Bittner. Motion to approve by Commissioner Madrigal. Seconded by Commissioner Buchholtz. Motion carries.

**G. Caldwell County Quarterly Investment Report for quarter ending 12-31-2010-LoriRangel-Pompa.**

Report given by Lori Rangel-Pompa. Motion to approve by Commissioner Madrigal. Seconded by Commissioner Cyrier. Motion carries.

**4 Discussion/Action to set the terms for the Emergency Service District II Board-Commissioner Madrigal/Ronnie Duesterheft.**

Those chose to serve on the board for District II and the terms were approved. Motion to approve by Commissioner Madrigal. Second by Commissioner Cyrier. Motion carries.

**5 Discussion/Action to approve Certificate of Completion awarded to Tina Morgan, District Clerk, for the required 20 hours of Continuing Education for 2010.**

Motion to approve by Commissioner Madrigal. Seconded by Commissioner Cyrier. Motion carries.

**6 Discussion/Action to consider Outdoor Burning Ban for Caldwell County-Judge Bonn.**

Jimmy Parker gave report of water levels and recommended that the burn ban be left off for the next three weeks, until the next meeting. It was made clear that the Judge could reinstate the burn ban at anytime before the next meeting if he found necessary. Motion to leave burn ban off at this time by Commissioner Roland, second by Commissioner Cyrier. Motion carries.

**7 Pay Bills**

Commissioner Roland makes a motion to pay the bills. Commissioner Madrigal seconds. Motion carries.

**Commissioner Madrigal announces reminder that the meeting on February 14, 2011 will be held at the annex building.**

**Adjourn  
Motion to Adjourn by Commissioner Buchholtz, Second by Commissioner Madrigal. Motion carries.**

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# CALDWELL COUNTY COMMISSIONERS

## Tax Collection Report

JANUARY 2011

	October	Year to Date	TOTAL	PRIOR YEAR
2010 Tax Collection	\$4,222,590.84	\$4,844,853.21	\$9,067,444.05	\$8,674,747.17
2009 & Prior Collection	\$38,928.76	\$176,823.62	\$215,752.38	\$275,622.21
<b>Total Tax Collection =</b>	<b>\$4,261,519.60</b>	<b>\$5,021,676.83</b>	<b>\$9,283,196.43</b>	<b>\$8,950,369.38</b>

note: Above figures include penalties and interest collected

2010 Original Levy                      \$10,674,606.34

January 31, 2011 Percent of 2010 Tax Collected                      85.57%

January 31, 2010 Percent of 2009 Tax Collected                      85.04%

January 31, 2009 Percent of 2008 Tax Collected                      84.78%

January 31, 2011 - Balance of Delinquent Tax                      \$1,317,161.91

January 31, 2010 - Balance of Delinquent Tax                      \$1,238,836.51

January 31, 2009 - Balance of Delinquent Tax                      \$1,118,097.61

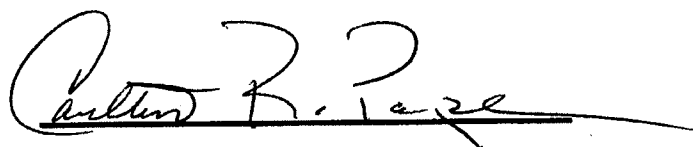
Corrections made to Current Tax Roll                      \$1,397.86

Corrections made to Delinquent Tax Roll                      (\$3,022.50)

**NOTE:**

Caldwell County Appraisal District has collected and disbursed Attorney Fees in the amount of \$5,374.81

Submitted by:



Carlton R. Pape  
 Chief Appraiser  
 Caldwell County Appraisal District

# CALDWELL COUNTY

Balance Sheet

JANUARY 2011

## DEPOSITS

Date	Amount		CHECK #
	M & O	I & S	
(1) 6-Jan-11	\$169,646.38	\$17,690.16	EFT
(2) 10-Jan-11	\$92,633.18	\$9,725.55	EFT
(3) 13-Jan-11	\$218,202.09	\$22,801.90	EFT
(4) 18-Jan-11	\$14,811.75	\$1,545.78	EFT
(5) 19-Jan-11	\$317,967.91	\$33,163.11	EFT
(6) 20-Jan-11	\$0.00	\$0.00	EFT
(7) 20-Jan-11	\$0.00	\$0.00	EFT
(8) 21-Jan-11	\$192,150.92	\$20,155.74	EFT
(9) 24-Jan-11	\$178,815.69	\$18,679.60	EFT
(10) 25-Jan-11	\$355,752.69	\$37,126.51	EFT
(11) 26-Jan-11	\$154,178.87	\$16,098.01	EFT
(12) 27-Jan-11	\$251,337.31	\$26,220.04	EFT
(13) 28-Jan-11	\$640,305.90	\$66,655.08	EFT
(14) 31-Jan-11	\$413,655.40	\$43,152.84	EFT
(15) 1-Feb-11	\$456,222.83	\$47,629.28	EFT
(16) 2-Feb-10	\$349,485.08	\$36,465.25	EFT
(17) 7-Feb-11	\$53,643.77	\$5,600.98	EFT
(18)	\$0.00	\$0.00	
(19)	\$0.00	\$0.00	
(20)	\$0.00	\$0.00	
(21)	\$0.00	\$0.00	
(22)	\$0.00	\$0.00	
(23)	\$0.00	\$0.00	
(24)	\$0.00	\$0.00	
(25)	\$0.00	\$0.00	
Subtotals	<u>\$3,858,809.77</u>	<u>\$402,709.83</u>	
TOTAL ALL DEPOSITS	<u>\$4,261,519.60</u>		

# CALDWELL COUNTY

Balance Sheet

JANUARY 2011

Collections

	FARM TO MARKET M & O		GENERAL FUND	
			M & O	I & S
Current Tax	\$618.05		\$3,823,292.62	\$398,680.17
Current P & I	\$0.00		\$0.00	\$0.00
Delinquent Tax	\$13.84		\$26,041.61	\$2,953.11
Delinquent P & I	\$9.17		\$8,781.57	\$1,076.55
		Subtotals	\$3,858,115.80	\$402,709.83
<b>TOTAL FTM</b>	<b>\$641.06</b>	<b>TOTAL GCA</b>	<b>\$4,260,825.63</b>	
	ROAD & BRIDGE M & O		STATE TAX M & O	
Current Tax	n/a		n/a	
Current P & I	n/a		n/a	
Delinquent Tax	\$13.90		\$0.00	
Delinquent P & I	\$39.01		\$0.00	
<b>TOTAL RAB</b>	<b>\$52.91</b>	<b>TOTAL STX</b>	<b>\$0.00</b>	
<b>TOTAL COUNTY COLLECTIONS</b>			<b>\$4,261,519.60</b>	

**NOTE:**

Caldwell County Appraisal District has collected and disbursed Attorney Fees in the amount of \$5,374.81

Attorney Fees Detail

FTM	\$3.03
GCA	\$5,363.84
RAB	\$7.94
STX	\$0.00

ENVIRONMENTAL INVESTIGATOR  
JANUARY 2011, COURT REPORT

CASE SUMMARY

31 Total Cases:

20 - Cases - Filed Closed/Unfounded

4 - Cases - Complied

7 - Cases - Violation Letters Sent –Active

8 - Work Orders Worked – Found while on patrol.

Breakdown of the Litter Collected in the county.

7- Mattress

42- Auto Tires

4 – Couches

1- Microwave

4 – T.V.s

3 – Gallons of Paint

Construction Litter, Metal Litter, Road Litter.

Bigger Dumpsites

CR 179 (Barth Road) – Construction Litter est.450 lbs.

CR 172 ( County Line Road) – Construction Litter est.  
350 lbs.

TOTAL Est. Weight- 4000 lbs

Thank You



**Texas AgriLife Extension Service  
The Texas A&M University System  
Extension Activity Report to County Commissioners Court and Monthly  
Schedule of Travel**

**Name: Jeff Watts Title: County Extension Agent- AG/NR  
County: Caldwell District: 10 Month: January 2011**

Date 2011	Night/ Weekend Activity	Description of Official Travel & Activities	Number Attending	Miles	Meals	Lodging
1/3		Office management. Returned phone calls/e-mails. Took office visits. Worked on Ag Increment Report. Worked on monthly reports.				
1/4		Office management. Returned phone calls/e-mails. Took office visits. Worked on Ag Increment Report. Worked on monthly reports.				
1/5		Office management. Returned phone calls/e-mails. Took office visits. Worked on Ag Increment Report. Worked on monthly reports. Multi-agency Landowner Stewardship Program planning meeting.	8			
1/6		Office management. Returned phone calls/e-mails. Took office visits. Worked on Ag Increment Report. Worked on monthly reports.				
1/7		Office management. Returned phone calls/e-mails. Took office visits. Worked on Ag Increment Report. Worked on monthly reports.				
1/10		Office management. Returned phone calls/e-mails. Took office visits. Worked on Ag Increment Report.				

1/11	✓	Office management. Returned phone calls/e-mails. Took office visits. Worked on Ag Increment Report. ✓ Caldwell County 4-H Council/VLAT meeting.	20			
1/12	✓	Caldwell County Junior Livestock Show broiler pick up.		208		
1/13		Office management. Returned phone calls/e-mails. Took office visits. Worked on Ag Increment Report.				
1/14		Assisted with Travis County Youth Show.		65		
1/17	✓	Holiday. ✓ Luling Livestock Show Association meeting.		15		
1/18		Office management. Returned phone calls/e-mails. Took office visits. Soil fertility training.				
1/19		State performance appraisal. Office management. Returned phone calls/e-mails. Took office visits.				
1/20		Office management. Returned phone calls/e-mails. Took office visits.				
1/21	✓	Luling Livestock Show		15		
1/22	✓	Luling Livestock Show		15		
1/24		Commissioners Court interpretation. Office management. Returned phone calls/e-mails. Took office visits. Farm Safety Day planning meeting.	6	6		
1/25		Office management. Returned phone calls/e-mails. Took office visits.				
1/26		Multi-county Beef Cattle CEU Program.	200	48		
1/27		Office management. Returned phone calls/e-mails. Took office visits.				
1/28	✓	Caldwell County 4-H Fajita Fiesta	350	50		
1/29	✓	Caldwell County Junior Livestock Show rabbit validation.		29		

1/31		Private Pesticide Applicator Training and Testing	12		
<b>Total Numbers</b>			596	451	

Project visits- 4	Office visits- Agriculture- 4
Home visits-	4-H- 3
Farm/Ranch visits-	
E-mail messages sent- 275	Phone Calls- Agriculture- 40
News releases sent- 3	4-H- 39

Other expenses in field: \_\_\_\_\_

I hereby certify this is a true and correct report of activities, travel and other expenses incurred by me in performance of my official duties for the month above.

Jeff Watts  
Caldwell County 055

Date: 2/1/11

#### Upcoming Dates

- Southwestern Livestock Exposition
- San Antonio Livestock Exposition
- Caldwell County 4-H Scholarship Committee Meeting - February 10, 2011
- Plum Creek Watershed Partnership Meeting - February 10, 2011
- Row Crop Conference - February 14, 2011
- Feral Hog Workshop - February 23, 2011
- San Angelo Stock Show and Rodeo
- Caldwell County Junior Livestock Show - February 25-26, 2011

TEXAS AgriLIFE EXTENSION SERVICE  
Texas A&M System  
EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONER'S COURT  
and  
MONTHLY SCHEDULE OF TRAVEL

NAME: Carissa Wilhelm TITLE: County Extension Agent – FCS

COUNTY: Caldwell DISTRICT: 10 MONTH: January 2011

Date	Night or Week-end	Description of Official Travel and Activities	Number Attending	Miles	Meals	Lodging
1/3		Oath of Office				
1/4		Office Management – Phone Calls, Reports				
1/5		Performance Appraisal Preparation				
1/6	Night	District 10 Food Show Paperwork Judge Hays Co. Queen Interviews		190		
1/7		CCJLS Project Fair Meeting	3			
1/10	Night	District 10 Food Show	11	189	18.16	
1/11	Night	County 4-H Council/VLAT	17			
1/12	Night	Community Health Coalition Meeting Communities In Schools Meeting Consumer Decision Making Practice	3 3 7	12		
1/13		Blanco County Judge		165		
1/14		Travis County Youth Show Judge		129		
1/18		EEA Board Meeting	9			
1/19		Performance Appraisal				
1/20		District Resource Center – Nutrition Program Consumer Decision Making Practice	12 7	11		
1/21	Night	Luling Livestock Show – Project Fair		110		
1/22	Weekend	Luling Livestock Show – Project Fair				
1/24		Commissioners Court Farm Safety Day Planning Meeting	3			
1/25		Communities in Schools (2 groups) – Lockhart HS	17			
1/26		Communities In Schools – Freshman – Meeting	2			
1/27		Lockhart HS – Teen Parents – Family Wellness	15			
1/28	Night	Fajita Fiesta (4-H Fundraiser)	334	33		
1/31	Night	Child Care Conference Meeting Communities In Schools – Freshman Campus Consumer Decision Making Practice	7 2 7	52	9.61	
<b>Totals</b>			<b>459</b>	<b>891</b>		

**SUMMARY**

Office Contacts	4	Site Contacts		Handouts	
Contacts by Letter	12	Emails	128	News Releases	2
Newsletters	157	Phone Calls	11	Newspaper Columns	

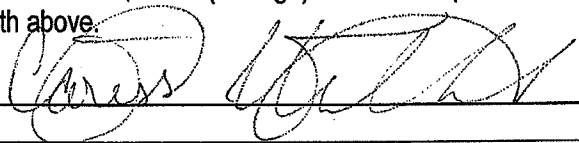
Other expenses in field. \_\_\_\_\_

I hereby certify this, a true and correct report of activities, travel (mileage) and other expenses incurred by me in performance of my official duties for the month above.

Date:

2/9/11

Signed:



**Major Plans for Next Month**

- San Antonio Consumer Decision Making – February 5 – San Antonio
- Three Well Women Group – Mondays – Freshman Campus
- Lockhart High School Groups – Tuesdays
- Scholarship Committee Meeting
- Lockhart High School – Thursdays - Teen Parents
- District 10 EAFCS Meeting – February 23 – Canyon Lake
- CCJLS Project Fair – February 25
- District Resource Center – Nutrition Program

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LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

ATTORNEYS AT LAW  
The Terrace II  
2700 Via Fortuna Drive, Suite 400  
P. O. BOX 17428  
AUSTIN, TEXAS 78760

512/447-6675 ext 3833  
FAX 512/443-3494

*Douglas Steven Bird, Partner*

*email to [steve.bird@publicans.com](mailto:steve.bird@publicans.com)*

January 3, 2011

Honorable Tom Bonn, Judge  
Caldwell County  
110 South Main Street  
Lockhart, Texas 78644

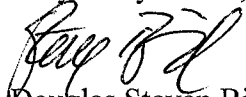
Re: Tax Resale Auction / Caldwell County Properties

Dear Judge Bonn:

As part of our on going delinquent tax collection program we organized and held a tax resale auction on the 9th of December. This auction sought to remarket and sell properties that had been previously foreclosed upon for back taxes. Each of these properties had been offered for auction in the past and had not been bid upon. Once that process takes place, the property gets 'struck off' to the taxing jurisdictions and they become the owners. As the owners the taxing jurisdictions may offer the property for sale at an amount below the original tax sale bid amount. Each of the properties in this resale auction was at this stage of the process.

The attached list of properties represents properties within Caldwell County that were in this auction and that need consideration from the Commissioners Court. The attached chart sets out the relevant information concerning these bids. Please place this on the agenda at the next available opportunity so that the Court may consider these bids and take appropriate action. I will plan to visit with you concerning this process and will also plan to be available to attend the appropriate meeting to address any questions that may arise.

Very Truly Yours,



Douglas Steven Bird  
Attorney at Law

Xc: Mr. Carlton Pape, Chief Appraiser  
Caldwell County Appraisal District  
P.O. Box 59  
Lockhart, Texas 78644



**CALDWELL COUNTY / LOCKHART AREA PROPERTIES  
TAX RESALE BIDS RECEIVED**

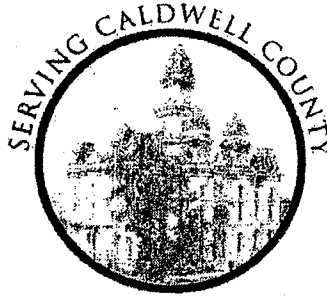
Item	Property ID Suit #	Description Address	Bid	County Tax Due	<i>Co. Actual Recovery</i>
	PID 18301 Suit # 6838	.28 acres, more or less, A017, Byrd Lockhart, Pecos Street	\$3,100	\$872.14	\$597.99
	PID 18249 Suit # 8091	.511 acres, more or less, A017, Byrd Lockhart, Green Street	\$4,500	\$1,518.53	\$931.36
	PID 14913 Suit # 6814	.75 acres, more or less, A097, J.D. Dial, Pt. Tract 16, Dickerson Rd.	\$2,000	\$5,804.21	\$229.97

**CALDWELL COUNTY / LULING AREA PROPERTIES  
TAX RESALE BIDS RECEIVED**

Item	Property ID Suit #	Description Address	Bid	County Tax Due	<i>Co. Actual Recovery</i>
	PID 22857 Suit # 8341	1.0 acres, more or less, A018, S. Morris, Hillview Dr.	\$2,000	\$5,804.21	\$380.02
	PID 22804 Suit # 8161	.75 acres, more or less, A014, J. Hinds, Rolling Oaks Dr.	\$3,000	\$926.35	\$782.55
	PID 25844 Suit # 8198	Part Lot 3, Blk. 2, Josey's North, Jones Street	\$500	\$243.24	\$ 0
	PID 25642 Suit # 8370	Part Lot 8, Blk. 3, Bell Haven, Jones Street	\$500	\$690.40	\$ 0
	PID 25945 Suit # 8276	Part Lot 2, Blk. 7, Josey's North, Newton Street	\$500	\$2,499.84	\$ 0
	PID 25676 Suit # 8402	Lot 6, Blk. 1, Bridges Addition, Cosey Street	\$3,600	\$1,368.37	\$791.07

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201 E. San Antonio, #119  
Lockhart, Texas 78644  
Phone: (512) 398-1807  
Fax: (512) 398-1814



MARTIN L. ALLEN  
Court Administrator

SHERI LINDER  
Court Reporter

421<sup>ST</sup> JUDICIAL DISTRICT COURT

**TODD A. BLOMERTH**  
PRESIDING JUDGE

February 8, 2011

Honorable Tom Bonn, County Judge  
Honorable John Cyrier, Commissioner  
Honorable Joe Roland, Commissioner  
Honorable Neto Madrigal, Commissioner  
Honorable Fred Buchholtz, Commissioner

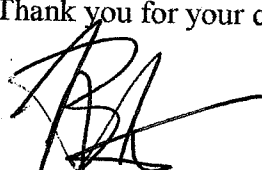
RE: Taser Request

Gentlemen:

I am requesting that the Court Security fund be added to for the purchase and upkeep of three (3) Tasers for court bailiff usage. It is my belief, and that of Judge Ed Jarrett, that the ability to use effective non-lethal force, when necessary, is a necessary intermediate step (and deterrent to possible violence) that should be considered by the commissioners. Courtroom security continues to be a major issue nationally. The bailiffs have all received training and are certified as required, and Chief Bailiff John Juarez has implemented a usage policy also as required.

I believe that the small expenditure requested is a very prudent expenditure of county funds.

Thank you for your consideration.

  
Todd Blomerth  
District Judge

**PORTIONS OF TRANSCRIPT**  
**FROM PRESENTATION OF AUDIT REPORT**  
**TO CALDWELL COUNTY COMMISSIONERS COURT**  
**FROM WAYNE R. BEYER**  
**CONCERNING YEAR ENDED SEPTEMBER 30<sup>TH</sup>, 2009**

**( COURTHOUSE SECURITY FUND)**

**Wayne Beyer:** The next thing that I noticed would be you are about zip on your courthouse security fund. Any reserve in that is zero. I know you pay the bailiffs out of that fund.

**Sonny Rougeou:** There are three (3) things paid out of that fund. It doesn't generate enough revenue to pay all of their salaries, benefits, training, and the general fund subsidizes that fund by the tune of \$58,500.

**Wayne Beyer:** That's all I have on the audit report.



# Invoice

Invoice	INV0339985
Date	1/27/2011
Page	1
Order	DPT000119331

GT Distributors - Austin  
 P.O. Box 16080  
 Austin TX 78761

(512) 451-8298

**Bill To:**

Caldwell County  
 Attn: Accounts Payable  
 Caldwell Courthouse  
 P.O. Box 98  
 Lockhart TX 78764

**Ship To:**

Caldwell Co SO  
 1204 Reed Drive  
 Attn: James Stuart  
 Lockhart TX 78664

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Pmt Terms	Req Ship Date	Master No.	
B.SCHWETTMAN	003167	DJ	PICKUP	NET 15	1/27/2011	675,203	
Ordered	Shipped	B/O	Item Number	Description	UOM	Unit Price	Ext. Price
1	1	0	ABA-BR01-IIIA-AJ	ABA BR01 Level IIIA with AJ Carrier	EA	\$734.95	\$734.95
				Vest For Bill Schwettman Caldwell County Justice Center			
1	1	0	ABA-AJ-4/6	ABA-AJ 4/6 Carrier (Removeable Straps)	EA	\$0.00	\$0.00
				Tan Carrier			
12	12	0	AT-34200	Taser 15' Air Cartridge	EA	\$18.95	\$227.40
6	6	0	AT-44200	Taser 21' Air Cartridge	EA	\$20.95	\$125.70
1	1	0	NOTES	Notes	EA	\$0.00	\$0.00
				Must be billed against security account			

**FFL Number:**

**Expiration Date:**

**All returns must be authorized by GT Distributors. Interest charges on past due invoices at the maximum rate allowed by law.**

Picked up by Bill Schwettman 1/27/11  
 Serial numbers attached  
 Thank you for your business Ray.

Subtotal	\$1,088.05
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Amount Received	\$0.00
<b>Balance Due</b>	<b>\$1,088.05</b>

Bill Schwettmann  
106 Redbird Trail  
Georgetown, Texas 78633  
Home 512-868-5465, Cell 512-966-8806

**FROM THE DESK OF: Bill Schwettmann**

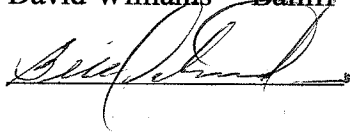
**The Honorable Judge Todd Blomerth:**

The Bailiffs for Caldwell County District Courts and County Courts At Law are requesting the purchase of three (3) non-lethal Tasers to be used and carried as duty equipment while performing duties as baliff. In addition, six (6) live cartridges are needed to accommodate the Tasers. The costs of these items are as follows:

3-- X26 Tasers @ \$809.95 each for a total of	\$2429.85
6—Live cartridges @ \$20.95 each totaling	<u>\$ 125.70</u>

Total funding requested	\$2555.55
-------------------------	-----------

Bill Schwettmann, Bailiff  
John Juarez           Bailiff  
David Williams       Bailiff

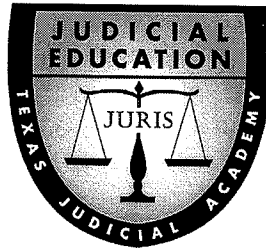


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Judge Todd Blomerth

7

*In the name and by the authority of*  
**The Texas Judicial Academy**



*A partnership between*  
**Texas Tech University School of Law**  
*and*  
**Texas Association of Counties**

*Hereby certifies that*

**THE HONORABLE**

**TOM BORN**

**COUNTY JUDGE OF CALDWELL COUNTY**

*Successfully completed the*


**2011 Judicial Orientation**

*This course of study satisfies the thirty-hour minimum education requirement for new county judges pursuant to Section 56.006 of the Texas Government Code.*

*Authorized and issued by the County Judges Education Committee of the Texas Association of Counties*

*On this 28<sup>th</sup> day of January 2011*

  
Gene Terry  
Executive Director, Texas Association of Counties

  
Vernon H. Cook  
President, Texas Association of Counties



8

**Phones & More**  
 109 S. Crockett St.  
 Seguin, Texas 78155  
 830-372-5555 o  
 512-665-0116 o

# Estimate

Date	Estimate #
2/8/2011	103

Name / Address
Caldwell County PO BOX 98 Lockhart, TX 78644

Description	Qty	Rate	Project	
			Total	
Caldwell County Tax Office - Damaged Phone System 2/3/2011 Power damaged 6X16 Norstar Phone System w/ 5 phones				
Placed Temporary Phone System w/ 3 Phones (Samsung Compact) to enable Tax office to conduct Business		262.50	262.50	
Mileage		20.00	20.00	
Samsung Compact Telephone System w/ 3 Phones - Monthly Rent		150.00	150.00	
There will be a labor charge to remove and pick up the rented phone system		0.00	0.00	
<b>Subtotal</b>			<b>\$432.50</b>	
<b>Sales Tax (8.25%)</b>			<b>\$0.00</b>	
<b>Total</b>			<b>\$432.50</b>	

**Phones & More**  
 109 S. Crockett St.  
 Seguin, Texas 78155  
 830-372-5555 o  
 512-665-0116 o

# Estimate

Date	Estimate #
2/8/2011	102

<b>Name / Address</b>
Caldwell County PO BOX 98 Lockhart, TX 78644

			Project
Description	Qty	Rate	Total
Caldwell County Tax Office - Damaged Phone System 2/3/2011 Power damaged 6X16 Norstar Phone System w/ 5 phones Placed Temporary Phone System w/ 3 Phones (Samsung Compact) to enable Tax office to conduct Business		262.50	262.50
Mileage		20.00	20.00
Refurbished 6X16 Norstar Phone System w/DR5 software Remove Samsung Phone System, Install Refurbished 6X16 and Program		525.00	525.00
Mileage		225.00	225.00
		20.00	20.00
<b>Subtotal</b>			\$1,052.50
<b>Sales Tax (8.25%)</b>			\$0.00
<b>Total</b>			\$1,052.50

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PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)
ONE TO FOUR FAMILY RESIDENTIAL CONTRACT (RESALE)

06-30-08

NOTICE: Not For Use For Condominium Transactions

1. PARTIES: The parties to this contract are Cynthia Caka (Seller) and Beverly J. Herrera (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. PROPERTY:

A. LAND: Lot A230 Pace, Gideon, Acres 4 Block Addition, City of Dale, County of Caldwell, Texas, known as 1405 St. John's Road 78616 (address/zip code), or as described on attached exhibit.

B. IMPROVEMENTS: The house, garage and all other fixtures and improvements attached to the above-described real property, including without limitation, the following permanently installed and built-in items, if any: all equipment and appliances, valances, screens, shutters, awnings, wall-to-wall carpeting, mirrors, ceiling fans, attic fans, mail boxes, television antennas and satellite dish system and equipment, heating and air-conditioning units, security and fire detection equipment, wiring, plumbing and lighting fixtures, chandeliers, water softener system, kitchen equipment, garage door openers, cleaning equipment, shrubbery, landscaping, outdoor cooking equipment, and all other property owned by Seller and attached to the above described real property.

C. ACCESSORIES: The following described related accessories, if any: window air conditioning units, stove, fireplace screens, curtains and rods, blinds, window shades, draperies and rods, controls for satellite dish system, controls for garage door openers, entry gate controls, door keys, mailbox keys, above ground pool, swimming pool equipment and maintenance accessories, and artificial fireplace logs.

D. EXCLUSIONS: The following improvements and accessories will be retained by Seller and must be removed prior to delivery of possession: none

The land, improvements and accessories are collectively referred to as the "Property".

3. SALES PRICE:

A. Cash portion of Sales Price payable by Buyer at closing \$ 35,000.00
B. Sum of all financing described below (excluding any loan funding fee or mortgage insurance premium) \$
C. Sales Price (Sum of A and B) \$ 35,000.00

4. FINANCING: The portion of Sales Price not payable in cash will be paid as follows: (Check applicable boxes below)

[ ] A. THIRD PARTY FINANCING: One or more third party mortgage loans in the total amount of \$ (excluding any loan funding fee or mortgage insurance premium).

(1) Property Approval: If the Property does not satisfy the lenders' underwriting requirements for the loan(s), this contract will terminate and the earnest money will be refunded to Buyer.

(2) Financing Approval: (Check one box only)

[ ] (a) This contract is subject to Buyer being approved for the financing described in the attached Third Party Financing Condition Addendum.

[ ] (b) This contract is not subject to Buyer being approved for financing and does not involve FHA or VA financing.

[ ] B. ASSUMPTION: The assumption of the unpaid principal balance of one or more promissory notes described in the attached TREC Loan Assumption Addendum.

[ ] C. SELLER FINANCING: A promissory note from Buyer to Seller of \$ secured by vendor's and deed of trust liens, and containing the terms and conditions described in the attached TREC Seller Financing Addendum. If an owner policy of title insurance is furnished, Buyer shall furnish Seller with a mortgagee policy of title insurance.

5. EARNEST MONEY: Upon execution of this contract by all parties, Buyer shall deposit \$ 350 as earnest money with Countywide Seller's Choice as escrow agent, at (address). Buyer shall deposit additional earnest money of \$ with escrow agent within days after the effective date of this contract. If Buyer fails to deposit the earnest money as required by this contract, Buyer will be in default.

6. TITLE POLICY AND SURVEY:

A. TITLE POLICY: Seller shall furnish to Buyer at [X] Seller's [ ] Buyer's expense an owner policy of title insurance (Title Policy) issued by Seller's Choice (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions

(including existing building and zoning ordinances) and the following exceptions:

- (1) Restrictive covenants common to the platted subdivision in which the Property is located.
  - (2) The standard printed exception for standby fees, taxes and assessments.
  - (3) Liens created as part of the financing described in Paragraph 4.
  - (4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.
  - (5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
  - (6) The standard printed exception as to marital rights.
  - (7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
  - (8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements. Buyer, at Buyer's expense, may have the exception amended to read, "shortages in area".
- B. COMMITMENT: Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or the Closing Date, whichever is earlier.
- C. SURVEY: The survey must be made by a registered professional land surveyor acceptable to the Title Company and any lender(s). (Check one box only)
- (1) Within \_\_\_\_\_ days after the effective date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit promulgated by the Texas Department of Insurance (Affidavit). If the existing survey or Affidavit is not acceptable to Title Company or Buyer's lender(s), Buyer shall obtain a new survey at  Seller's  Buyer's expense no later than 3 days prior to Closing Date. If Seller fails to furnish the existing survey or Affidavit within the time prescribed, Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date.
- (2) Within \_\_\_\_\_ days after the effective date of this contract, Buyer shall obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier.
- (3) Within 30 days after the effective date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.
- D. OBJECTIONS: Buyer may object in writing to defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (7) above; disclosed in the Commitment other than items 6A(1) through (8) above; or which prohibit the following use or activity: single family residence

Buyer must object the earlier of (i) the Closing Date or (ii) 5 days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived. Provided Seller is not obligated to incur any expense, Seller shall cure the timely objections of Buyer or any third party lender within 15 days after Seller receives the objections and the Closing Date will be extended as necessary. If objections are not cured within such 15 day period, this contract will terminate and the earnest money will be refunded to Buyer unless Buyer waives the objections.

E. TITLE NOTICES:

- (1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.
- (2) PROPERTY OWNERS' ASSOCIATION MANDATORY MEMBERSHIP: The Property  is  is not subject to mandatory membership in a property owners' association. If the Property is subject to mandatory membership in a property owners' association, Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2A in which the Property is located, you are obligated to be a member of the property owners' association. Restrictive covenants governing the use and occupancy of the Property and a dedicatory instrument governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instrument may be obtained from the county clerk. You are obligated to pay assessments to the property owners' association. The amount of the assessments is subject to change. Your failure to pay the

assessments could result in a lien on and the foreclosure of the Property. If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owners' Association should be used.

- (3) STATUTORY TAX DISTRICTS: If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.
- (4) TIDE WATERS: If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.
- (5) ANNEXATION: If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.
- (6) PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER: Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.
- (7) PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, §5.014, Property Code, requires Seller to notify Buyer as follows: As a purchaser of this parcel of real property you are obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Chapter 372, Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the municipality or county levying the assessment. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of your property.

7. PROPERTY CONDITION:

A. ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Seller at Seller's expense shall turn on existing utilities for inspections.

B. SELLER'S DISCLOSURE NOTICE PURSUANT TO §5.008, TEXAS PROPERTY CODE (Notice):

(Check one box only)

(1) Buyer has received the Notice.

(2) Buyer has not received the Notice. Within \_\_\_\_\_ days after the effective date of this contract, Seller shall deliver the Notice to Buyer. If Buyer does not receive the Notice, Buyer may terminate this contract at any time prior to the closing and the earnest money will be refunded to Buyer. If Seller delivers the Notice, Buyer may terminate this contract for any reason within 7 days after Buyer receives the Notice or prior to the closing, whichever first occurs, and the earnest money will be refunded to Buyer.

(3) The Seller is not required to furnish the notice under the Texas Property Code.

C. SELLER'S DISCLOSURE OF LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS is required by Federal law for a residential dwelling constructed prior to 1978.

D. ACCEPTANCE OF PROPERTY CONDITION: (Check one box only)

(1) Buyer accepts the Property in its present condition.

(2) Buyer accepts the Property in its present condition provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: \_\_\_\_\_

E. LENDER REQUIRED REPAIRS AND TREATMENTS: Unless otherwise agreed in writing, neither party is obligated to pay for lender required repairs, which includes treatment

for wood destroying insects. If the parties do not agree to pay for the lender required repairs or treatments, this contract will terminate and the earnest money will be refunded to Buyer. If the cost of lender required repairs and treatments exceeds 5% of the Sales Price, Buyer may terminate this contract and the earnest money will be refunded to Buyer.

F. **COMPLETION OF REPAIRS AND TREATMENTS:** Unless otherwise agreed in writing, Seller shall complete all agreed repairs and treatments prior to the Closing Date. All required permits must be obtained, and repairs and treatments must be performed by persons who are licensed or otherwise authorized by law to provide such repairs or treatments. At Buyer's election, any transferable warranties received by Seller with respect to the repairs and treatments will be transferred to Buyer at Buyer's expense. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may do so and receive reimbursement from Seller at closing. The Closing Date will be extended up to 15 days, if necessary, to complete repairs and treatments.

G. **ENVIRONMENTAL MATTERS:** Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.

H. **RESIDENTIAL SERVICE CONTRACTS:** Buyer may purchase a residential service contract from a residential service company licensed by TREC. If Buyer purchases a residential service contract, Seller shall reimburse Buyer at closing for the cost of the residential service contract in an amount not exceeding \$\_\_\_\_\_. Buyer should review any residential service contract for the scope of coverage, exclusions and limitations. The purchase of a residential service contract is optional. Similar coverage may be purchased from various companies authorized to do business in Texas.

8. **BROKERS' FEES:** All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

9. **CLOSING:**

A. The closing of the sale will be on or before 03/15/2011, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.

B. At closing:

- (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.
- (2) Buyer shall pay the Sales Price in good funds acceptable to the escrow agent.
- (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents and other documents required of them by this contract, the Commitment or law necessary for the closing of the sale and the issuance of the Title Policy.
- (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.

10. **POSSESSION:** Seller shall deliver to Buyer possession of the Property in its present or required condition, ordinary wear and tear excepted:  upon closing and funding  according to a temporary residential lease form promulgated by TREC or other written lease required by the parties. Any possession by Buyer prior to closing or by Seller after closing which is not authorized by a written lease will establish a tenancy at sufferance relationship between the parties. Consult your insurance agent prior to change of ownership and possession because insurance coverage may be limited or terminated. The absence of a written lease or appropriate insurance coverage may expose the parties to economic loss.

11. **SPECIAL PROVISIONS:** (Insert only factual statements and business details applicable to the sale. TREC rules prohibit licensees from adding factual statements or business details for which a contract addendum, lease or other form has been promulgated by TREC for mandatory use.)

1. ~~The surveyed 4 acres is to include the utility pole that connects the electric line to house and the water meter.~~

2. Contract is contingent upon Seller receiving a variance from the Caldwell County Commissioners Court as pertaining to subdivision regulations.

CC  
1A  
BH



(C)

## Special Provisions

Change of number 1

1A. The survey of the 4 acres and house will be from 20 feet east of fence corner east of the garage and back south + west to total 4 acres.

The new buyers are responsible for an ag exemption if they qualify, and a fence. ~~if they want~~ at their expense.

BA 2-5-2011

for wood destroying insects. If the parties do not agree to pay for the lender required repairs or treatments, this contract will terminate and the earnest money will be refunded to Buyer. If the cost of lender required repairs and treatments exceeds 5% of the Sales Price, Buyer may terminate this contract and the earnest money will be refunded to Buyer.

- F. **COMPLETION OF REPAIRS AND TREATMENTS:** Unless otherwise agreed in writing, Seller shall complete all agreed repairs and treatments prior to the Closing Date. All required permits must be obtained, and repairs and treatments must be performed by persons who are licensed or otherwise authorized by law to provide such repairs or treatments. At Buyer's election, any transferable warranties received by Seller with respect to the repairs and treatments will be transferred to Buyer at Buyer's expense. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may do so and receive reimbursement from Seller at closing. The Closing Date will be extended up to 15 days, if necessary, to complete repairs and treatments.
- G. **ENVIRONMENTAL MATTERS:** Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.
- H. **RESIDENTIAL SERVICE CONTRACTS:** Buyer may purchase a residential service contract from a residential service company licensed by TREC. If Buyer purchases a residential service contract, Seller shall reimburse Buyer at closing for the cost of the residential service contract in an amount not exceeding \$ \_\_\_\_\_. Buyer should review any residential service contract for the scope of coverage, exclusions and limitations. **The purchase of a residential service contract is optional. Similar coverage may be purchased from various companies authorized to do business in Texas.**

8. **BROKERS' FEES:** All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

9. **CLOSING:**

A. The closing of the sale will be on or before 03/15/2011, \_\_\_\_\_, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.

B. At closing:

- (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.
- (2) Buyer shall pay the Sales Price in good funds acceptable to the escrow agent.
- (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents and other documents required of them by this contract, the Commitment or law necessary for the closing of the sale and the issuance of the Title Policy.
- (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.

10. **POSSESSION:** Seller shall deliver to Buyer possession of the Property in its present or required condition, ordinary wear and tear excepted:  upon closing and funding  according to a temporary residential lease form promulgated by TREC or other written lease required by the parties. Any possession by Buyer prior to closing or by Seller after closing which is not authorized by a written lease will establish a tenancy at sufferance relationship between the parties. **Consult your insurance agent prior to change of ownership and possession because insurance coverage may be limited or terminated. The absence of a written lease or appropriate insurance coverage may expose the parties to economic loss.**

11. **SPECIAL PROVISIONS:** (Insert only factual statements and business details applicable to the sale. TREC rules prohibit licensees from adding factual statements or business details for which a contract addendum, lease or other form has been promulgated by TREC for mandatory use.)

*CC* 1. ~~The surveyed 4 acres is to include the utility pole that connects the electric line to house and the water meter.~~

*1A see extra page*  
2. Contract is contingent upon Seller receiving a variance from the Caldwell County Commissioners Court as pertaining to subdivision regulations.

(cc)

## Special Provisions

Change of number 1

1A. The survey of the 4 acres and house will be from 20 feet east of fence corner east of the garage and back south + west to total 4 acres.

The new buyers are responsible for an ag exemption if they qualify, and a fence. ~~if they want~~ at their expense.

**12. SETTLEMENT AND OTHER EXPENSES:**

A. The following expenses must be paid at or prior to closing:

(1) Expenses payable by Seller (Seller's Expenses):

(a) Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses payable by Seller under this contract.

(b) Seller shall also pay an amount not to exceed \$ \_\_\_\_\_ to be applied in the following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veterans Land Board or other governmental loan programs, and then to other Buyer's Expenses as allowed by the lender.

(2) Expenses payable by Buyer (Buyer's Expenses):

(a) Loan origination, discount, buy-down, and commitment fees (Loan Fees).

(b) Appraisal fees; loan application fees; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; mortgagee title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; and other expenses payable by Buyer under this contract.

B. Buyer shall pay Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender.

C. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

**13. PRORATIONS:** Taxes for the current year, interest, maintenance fees, assessments, dues and rents will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.

**14. CASUALTY LOSS:** If any part of the Property is damaged or destroyed by fire or other casualty after the effective date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.

**15. DEFAULT:** If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If, due to factors beyond Seller's control, Seller fails within the time allowed to make any non-casualty repairs or deliver the Commitment, or survey, if required of Seller, Buyer may (a) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (b) terminate this contract as the sole remedy and receive the earnest money. If Seller fails to comply with this contract for any other reason, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.

**16. MEDIATION:** It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion  will  will not be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

**17. ATTORNEY'S FEES:** A Buyer, Seller, Listing Broker, Other Broker, or escrow agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.

**18. ESCROW:**

- A. ESCROW: The escrow agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as escrow agent.
- B. EXPENSES: At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, escrow agent may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of escrow agent from all parties.
- C. DEMAND: Upon termination of this contract, either party or the escrow agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the escrow agent. If either party fails to execute the release, either party may make a written demand to the escrow agent for the earnest money. If only one party makes written demand for the earnest money, escrow agent shall promptly provide a copy of the demand to the other party. If escrow agent does not receive written objection to the demand from the other party within 15 days, escrow agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and escrow agent may pay the same to the creditors. If escrow agent complies with the provisions of this paragraph, each party hereby releases escrow agent from all adverse claims related to the disbursement of the earnest money.
- D. DAMAGES: Any party who wrongfully fails or refuses to sign a release acceptable to the escrow agent within 7 days of receipt of the request will be liable to the other party for liquidated damages in an amount equal to the sum of: (i) three times the amount of the earnest money; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- E. NOTICES: Escrow agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by escrow agent.

**19. REPRESENTATIONS:** All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.

**20. FEDERAL TAX REQUIREMENTS:** If Seller is a "foreign person," as defined by applicable law, or if Seller fails to deliver an affidavit to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

**21. NOTICES:** All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by facsimile or electronic transmission as follows:

**To Buyer at:**

**To Seller at:**

Beverly J. Herrera

Cynthia Caka

9817 Circle Drive #355

872 County Road 348

Austin, Texas 78736

Shiner, Texas 77984

Telephone: (512) 897-7848

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail: baby020711@yahoo.com

E-mail: \_\_\_\_\_

**22. AGREEMENT OF PARTIES:** This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (Check all applicable boxes):

- |  |   |
|--|---|
| <input type="checkbox"/> Third Party Financing Condition Addendum  | <input type="checkbox"/> Addendum for "Back-Up" Contract  |
| <input type="checkbox"/> Seller Financing Addendum   | <input type="checkbox"/> Addendum for Coastal Area Property   |
| <input type="checkbox"/> Addendum for Property Subject to Mandatory Membership in a Property Owners' Association       | <input type="checkbox"/> Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum   |
| <input type="checkbox"/> Buyer's Temporary Residential Lease   | <input type="checkbox"/> Addendum for Property Located Seaward of the Gulf Intracoastal Waterway  |
| <input type="checkbox"/> Seller's Temporary Residential Lease  | <input checked="" type="checkbox"/> Addendum for Seller's Disclosure of Information on Lead-based Paint and Lead-based Paint Hazards as Required by Federal Law |
| <input type="checkbox"/> Addendum for Sale of Other Property by Buyer  | <input type="checkbox"/> Other (list): _____  |
| <input type="checkbox"/> Addendum Containing Required Notices Under §5.016, §420.001 and §420.002, Texas Property Code |   |

**23. TERMINATION OPTION:** For nominal consideration, the receipt of which is hereby acknowledged by Seller, and Buyer's agreement to pay Seller \$ \_\_\_\_\_ (Option Fee) within 2 days after the effective date of this contract, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within \_\_\_\_\_ days after the effective date of this contract. If no dollar amount is stated as the Option Fee or if Buyer fails to pay the Option Fee to Seller within the time prescribed, this paragraph will not be a part of this contract and Buyer shall not have the unrestricted right to terminate this contract. If Buyer gives notice of termination within the time prescribed, the Option Fee will not be refunded; however, any earnest money will be refunded to Buyer. The Option Fee  will  will not be credited to the Sales Price at closing. **Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

**24. CONSULT AN ATTORNEY:** Real estate licensees cannot give legal advice. **READ THIS CONTRACT CAREFULLY.** If you do not understand the effect of this contract, consult an attorney BEFORE signing.

Buyer's Attorney is: _____	Seller's Attorney is: _____
_____	_____
Telephone: _____	Telephone: _____
Facsimile: _____	Facsimile: _____
E-mail: _____	E-mail: _____

EXECUTED the 9 day of Feb, 2011 (EFFECTIVE DATE).  
 (BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

<u>Beverly J. Herrera</u> Buyer Beverly J. Herrera	<u>Cynthia Caka</u> Seller Cynthia Caka
_____ Buyer	_____ Seller

The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 1-800-250-8732 or (512) 459-6544 (<http://www.trec.state.tx.us>) TREC NO. 20-8. This form replaces TREC NO. 20-7.

**BROKER INFORMATION AND RATIFICATION OF FEE**

Listing Broker has agreed to pay Other Broker \_\_\_\_\_ of the total sales price when Listing Broker's fee is received. Escrow Agent is authorized and directed to pay Other Broker from Listing Broker's fee at closing.

Other Broker _____ License No. _____		Barbara Miles Real Estate, Inc.		Listing Broker _____ License No. _____	
represents <input type="checkbox"/> Buyer only as Buyer's agent				represents <input type="checkbox"/> Seller and Buyer as an intermediary	
<input type="checkbox"/> Seller as Listing Broker's subagent				<input checked="" type="checkbox"/> Seller only as Seller's agent	
Associate _____ Telephone _____		Listing Associate _____ Telephone (512) 738-2477		Gordon Withers	
Broker's Address _____		1327 S. Colorado/PO Box 921		(512) 398-6579	
City _____ State _____ Zip _____		Listing Associate's Office Address _____		Facsimile _____	
Facsimile _____		Lockhart TX 78644		City State Zip	
Email Address _____		b miles78644@att.net		Email Address _____	
				(512) 738-2604	
		Selling Associate _____ Telephone		Mark Withers	
		1327 S. Colorado/PO Box 921		(512) 398-6579	
		Selling Associate's Office Address _____		Facsimile _____	
		Lockhart TX 78644		City State Zip	
		withers2604@yahoo.com		Email Address _____	

**OPTION FEE RECEIPT**

Receipt of \$ \_\_\_\_\_ (Option Fee) in the form of \_\_\_\_\_ is acknowledged.

Seller or Listing Broker \_\_\_\_\_ Date \_\_\_\_\_

**CONTRACT AND EARNEST MONEY RECEIPT**

Receipt of  Contract and  \$ \_\_\_\_\_ Earnest Money in the form of \_\_\_\_\_ is acknowledged.

Escrow Agent: \_\_\_\_\_ Date: \_\_\_\_\_

By: See Attached \_\_\_\_\_ Email Address \_\_\_\_\_

Address \_\_\_\_\_ Telephone: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Facsimile: \_\_\_\_\_



# TEXAS ASSOCIATION OF REALTORS® SELLER'S DISCLOSURE NOTICE

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Section 5.008, Property Code requires a seller of residential property of not more than one dwelling unit to deliver a Seller's Disclosure Notice to a buyer on or before the effective date of a contract. This form complies with and contains additional disclosures which exceed the minimum disclosures required by the Code.

1405 St. John's Road

Dale, TX 78616

CONCERNING THE PROPERTY AT \_\_\_\_\_

THIS NOTICE IS A DISCLOSURE OF SELLER'S KNOWLEDGE OF THE CONDITION OF THE PROPERTY AS OF THE DATE SIGNED BY SELLER AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE BUYER MAY WISH TO OBTAIN. IT IS NOT A WARRANTY OF ANY KIND BY SELLER, SELLER'S AGENTS, OR ANY OTHER AGENT.

Seller  is  is not occupying the Property. If unoccupied (by Seller), how long since Seller has occupied the Property?  \_\_\_\_\_ or  never occupied the Property

### Section 1. The Property has the items marked below: (Mark Yes (Y), No (N), or Unknown (U).)

*This notice does not establish the items to be conveyed. The contract will determine which items will & will not convey.*

Item	Y	N	U
Cable TV Wiring			/
Carbon Monoxide Det.			/
Ceiling Fans		/	
Cooktop		/	
Dishwasher		/	
Disposal		/	
Emergency Escape Ladder(s)		/	
Exhaust Fans		/	
Fences	/		
Fire Detection Equip.			/
French Drain		/	
Gas Fixtures			/

Item	Y	N	U
Gas Lines (Nat/LP)	/		
Hot Tub		/	
Intercom System		/	
Microwave		/	
Outdoor Grill		/	
Patio/Decking		/	
Plumbing System	/		
Pool		/	
Pool Equipment		/	
Pool Maint. Accessories		/	
Pool Heater		/	
Public Sewer System		/	

Item	Y	N	U
Pump: <input type="checkbox"/> sump <input type="checkbox"/> grinder			/
Rain Gutters			/
Range/Stove	/		
Roof/Attic Vents			/
Sauna		/	
Smoke Detector		/	
Smoke Detector - Hearing Impaired		/	
Spa		/	
Trash Compactor		/	
TV Antenna		/	
Washer/Dryer Hookup			/
Window Screens	/		

Item	Y	N	U	Additional Information
Central A/C		/		<input type="checkbox"/> electric <input type="checkbox"/> gas number of units: _____
Evaporative Coolers		/		number of units: _____
Wall/Window AC Units		/		number of units: _____
Attic Fan(s)		/		if yes, describe: _____
Central Heat		/		<input type="checkbox"/> electric <input type="checkbox"/> gas number of units: _____
Other Heat		/		if yes, describe: _____
Oven	/			number of ovens: <u>1</u> <input type="checkbox"/> electric <input type="checkbox"/> gas <input checked="" type="checkbox"/> other: <u>LP</u>
Fireplace & Chimney		/		<input type="checkbox"/> wood <input type="checkbox"/> gas logs <input type="checkbox"/> mock <input type="checkbox"/> other: _____
Carport		/		<input type="checkbox"/> attached <input type="checkbox"/> not attached
Garage	/			<input type="checkbox"/> attached <input checked="" type="checkbox"/> not attached
Garage Door Openers		/		number of units: _____ number of remotes: _____
Satellite Dish & Controls		/		<input type="checkbox"/> owned <input type="checkbox"/> leased from _____
Security System		/		<input type="checkbox"/> owned <input type="checkbox"/> leased from _____
Water Heater	/			<input type="checkbox"/> electric <input type="checkbox"/> gas <input type="checkbox"/> other: _____ number of units: _____
Water Softener		/		<input type="checkbox"/> owned <input type="checkbox"/> leased from _____
Underground Lawn Sprinkler		/		<input type="checkbox"/> automatic <input type="checkbox"/> manual areas covered: _____
Septic / On-Site Sewer Facility		/		if yes, attach Information About On-Site Sewer Facility (TAR-1407)

(TAR-1406) 1-01-10

Initialed by: Seller: CC, \_\_\_\_\_ and Buyer: BK, \_\_\_\_\_

Page 1 of 5



Concerning the Property at \_\_\_\_\_

Water supply provided by:  city  well  MUD  co-op  unknown  other: Polonia Water Supply

Was the Property built before 1978?  yes  no  unknown

(If yes, complete, sign, and attach TAR-1906 concerning lead-based paint hazards).

Roof Type: Tin/Metal Age: UNKNOWN (approximate)

Is there an overlay roof covering on the Property (shingles or roof covering placed over existing shingles or roof covering)?  
 yes  no  unknown

Are you (Seller) aware of any of the items listed in this Section 1 that are not in working condition, that have defects, or are need of repair?  yes  no If yes, describe (attach additional sheets if necessary): Not Sure if ANY  
Appliances in House work.

**Section 2. Are you (Seller) aware of any defects or malfunctions in any of the following?: (Mark Yes (Y) if you are aware and No (N) if you are not aware.)**

Item	Y	N
Basement		<input checked="" type="checkbox"/>
Ceilings	<input checked="" type="checkbox"/>	
Doors	<input checked="" type="checkbox"/>	
Driveways		<input checked="" type="checkbox"/>
Electrical Systems	<input checked="" type="checkbox"/>	
Exterior Walls	<input checked="" type="checkbox"/>	

Item	Y	N
Floors	<input checked="" type="checkbox"/>	
Foundation / Slab(s)	<input checked="" type="checkbox"/>	
Interior Walls	<input checked="" type="checkbox"/>	
Lighting Fixtures	<input checked="" type="checkbox"/>	
Plumbing Systems	<input checked="" type="checkbox"/>	
Roof	<input checked="" type="checkbox"/>	

Item	Y	N
Sidewalks	<input checked="" type="checkbox"/>	
Walls / Fences	<input checked="" type="checkbox"/>	
Windows	<input checked="" type="checkbox"/>	
Other Structural Components		

If the answer to any of the items in Section 2 is yes, explain (attach additional sheets if necessary): House sells AS IS + is need of Repair.

**Section 3. Are you (Seller) aware of any of the following conditions: (Mark Yes (Y) if you are aware and No (N) if you are not aware.)**

Condition	Y	N
Aluminum Wiring		<input checked="" type="checkbox"/>
Asbestos Components		
Diseased Trees: <input type="checkbox"/> oak wilt <input type="checkbox"/> _____		
Endangered Species/Habitat on Property		
Fault Lines		
Hazardous or Toxic Waste		
Improper Drainage		
Intermittent or Weather Springs		
Landfill		
Lead-Based Paint or Lead-Based Pt. Hazards		
Encroachments onto the Property		
Improvements encroaching on others' property		
Located in 100-year Floodplain		
Located in Floodway		
Present Flood Ins. Coverage (If yes, attach TAR-1414)		
Previous Flooding into the Structures		
Previous Flooding onto the Property		
Previous Fires		
Previous Use of Premises for Manufacture of Methamphetamine		<input checked="" type="checkbox"/>

Condition	Y	N
Previous Foundation Repairs	<input checked="" type="checkbox"/>	
Previous Roof Repairs		
Other Structural Repairs		
Radon Gas		
Settling		
Soil Movement		
Subsurface Structure or Pits		
Underground Storage Tanks		
Unplatted Easements		
Unrecorded Easements		
Urea-formaldehyde Insulation		
Water Penetration		
Wetlands on Property		
Wood Rot		
Active infestation of termites or other wood-destroying insects (WDI)		
Previous treatment for termites or WDI		
Previous termite or WDI damage repaired		
Termite or WDI damage needing repair		

Concerning the Property at \_\_\_\_\_

If the answer to any of the items in Section 3 is yes, explain (attach additional sheets if necessary): House was

Leveled in Jan. 108

**Section 4. Are you (Seller) aware of any item, equipment, or system in or on the Property that is in need of repair, which has not been previously disclosed in this notice?**  yes  no If yes, explain (attach additional sheets if necessary): \_\_\_\_\_

**Section 5. Are you (Seller) aware of any of the following (Mark Yes (Y) if you are aware. Mark No (N) if you are not aware.)**

**Y N**

Room additions, structural modifications, or other alterations or repairs made without necessary permits or not in compliance with building codes in effect at the time.

Homeowners' associations or maintenance fees or assessments. If yes, complete the following:  
Name of association: \_\_\_\_\_  
Manager's name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Fees or assessments are: \$ \_\_\_\_\_ per \_\_\_\_\_ and are:  mandatory  voluntary  
Any unpaid fees or assessment for the Property?  yes (\$ \_\_\_\_\_)  no  
If the Property is in more than one association, provide information about the other associations below or attach information to this notice.

Any common area (facilities such as pools, tennis courts, walkways, or other) co-owned in undivided interest with others. If yes, complete the following:  
Any optional user fees for common facilities charged?  yes  no If yes, describe: \_\_\_\_\_

Any notices of violations of deed restrictions or governmental ordinances affecting the condition or use of the Property.

Any lawsuits or other legal proceedings directly or indirectly affecting the Property. (Includes, but is not limited to: divorce, foreclosure, heirship, bankruptcy, and taxes.)

Any death on the Property except for those deaths caused by: natural causes, suicide, or accident unrelated to the condition of the Property.

Any condition on the Property which materially affects the health or safety of an individual.

Any repairs or treatments, other than routine maintenance, made to the Property to remediate environmental hazards such as asbestos, radon, lead-based paint, urea-formaldehyde, or mold.  
If yes, attach any certificates or other documentation identifying the extent of the remediation (for example, certificate of mold remediation or other remediation).

If the answer to any of the items in Section 5 is yes, explain (attach additional sheets if necessary): \_\_\_\_\_

Concerning the Property at \_\_\_\_\_

Section 6. Seller  has  has not attached a survey of the Property.

Section 7. Within the last 4 years, have you (Seller) received any written inspection reports from persons who regularly provide inspections and who are either licensed as inspectors or otherwise permitted by law to perform inspections?  yes  no If yes, attach copies and complete the following:

Inspection Date	Type	Name of Inspector	No. of Pages

Note: A buyer should not rely on the above-cited reports as a reflection of the current condition of the Property. A buyer should obtain inspections from inspectors chosen by the buyer.

Section 8. Check any tax exemption(s) which you (Seller) currently claim for the Property:

- Homestead
- Senior Citizen
- Disabled
- Wildlife Management
- Agricultural
- Disabled Veteran
- Other: \_\_\_\_\_
- Unknown

Section 9. Have you (Seller) ever received proceeds for a claim for damage to the Property (for example, an insurance claim or a settlement or award in a legal proceeding) and not used the proceeds to make the repairs for which the claim was made?  yes  no If yes, explain: \_\_\_\_\_

Section 10. Does the property have working smoke detectors installed in accordance with the smoke detector requirements of Chapter 766 of the Health and Safety Code?  unknown  no  yes. If no or unknown, explain. (Attach additional sheets if necessary): NO ONE LIVING IN HOUSE & NEEDS REPAIR

*\*Chapter 766 of the Health and Safety Code requires one-family or two-family dwellings to have working smoke detectors installed in accordance with the requirements of the building code in effect in the area in which the dwelling is located, including performance, location, and power source requirements. If you do not know the building code requirements in effect in your area, you may check unknown above or contact your local building official for more information.*

*A buyer may require a seller to install smoke detectors for the hearing impaired if: (1) the buyer or a member of the buyer's family who will reside in the dwelling is hearing-impaired; (2) the buyer gives the seller written evidence of the hearing impairment from a licensed physician; and (3) within 10 days after the effective date, the buyer makes a written request for the seller to install smoke detectors for the hearing-impaired and specifies the locations for installation. The parties may agree who will bear the cost of installing the smoke detectors and which brand of smoke detectors to install.*

Seller acknowledges that the statements in this notice are true to the best of Seller's belief and that no person, including the broker(s), has instructed or influenced Seller to provide inaccurate information or to omit any material information.

Signature of Seller	Date	Signature of Seller	Date
Printed Name: <u>Cynthia Caka</u>		Printed Name: _____	

Concerning the Property at \_\_\_\_\_

**ADDITIONAL NOTICES TO BUYER:**

- (1) The Texas Department of Public Safety maintains a database that the public may search, at no cost, to determine if registered sex offenders are located in certain zip code areas. To search the database, visit [www.txdps.state.tx.us](http://www.txdps.state.tx.us). For information concerning past criminal activity in certain areas or neighborhoods, contact the local police department.
- (2) If the property is located in a coastal area that is seaward of the Gulf Intracoastal Waterway or within 1,000 feet of the mean high tide bordering the Gulf of Mexico, the property may be subject to the Open Beaches Act or the Dune Protection Act (Chapter 61 or 63, Natural Resources Code, respectively) and a beachfront construction certificate or dune protection permit may be required for repairs or improvements. Contact the local government with ordinance authority over construction adjacent to public beaches for more information.
- (3) If you are basing your offers on square footage, measurements, or boundaries, you should have those items independently measured to verify any reported information.

(4) The following providers currently provide service to the property:

Electric: <u>Blue Bonnet Electric</u>	phone #: _____
Sewer: <u>N/A</u>	phone #: _____
Water: <u>Polonia Water Supply</u>	phone #: <u>512-559-2030</u>
Cable: <u>N/A</u>	phone #: _____
Trash: <u>N/A</u>	phone #: _____
Natural Gas: <u>N/A</u>	phone #: _____
Phone Company: <u>N/A</u>	phone #: _____
Propane: <u>N/A</u>	phone #: _____

(5) This Seller's Disclosure Notice was completed by Seller as of the date signed. The brokers have relied on this notice as true and correct and have no reason to believe it to be false or inaccurate. YOU ARE ENCOURAGED TO HAVE AN INSPECTOR OF YOUR CHOICE INSPECT THE PROPERTY.

The undersigned Buyer acknowledges receipt of the foregoing notice.

<u>Beverly J. Herrera</u>	<u>1/26/2011</u>	_____	_____
Signature of Buyer	Date	Signature of Buyer	Date
Printed Name: <u>BEVERLY J. HERRERA</u>	_____	Printed Name: _____	_____



**ADDENDUM FOR SELLER'S DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS AS REQUIRED BY FEDERAL LAW**

CONCERNING THE PROPERTY AT 1405 St. John's Road (Street Address and City) Dale

**A. LEAD WARNING STATEMENT:** "Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-paint hazards is recommended prior to purchase."

**NOTICE: Inspector must be properly certified as required by federal law.**

**B. SELLER'S DISCLOSURE:**

- 1. PRESENCE OF LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS (check one box only):
  - (a) Known lead-based paint and/or lead-based paint hazards are present in the Property (explain): \_\_\_\_\_
  - (b) Seller has no actual knowledge of lead-based paint and/or lead-based paint hazards in the Property.
- 2. RECORDS AND REPORTS AVAILABLE TO SELLER (check one box only):
  - (a) Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the Property (list documents): \_\_\_\_\_
  - (b) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Property.

**C. BUYER'S RIGHTS (check one box only):**

- 1. Buyer waives the opportunity to conduct a risk assessment or inspection of the Property for the presence of lead-based paint or lead-based paint hazards.
- 2. Within ten days after the effective date of this contract, Buyer may have the Property inspected by inspectors selected by Buyer. If lead-based paint or lead-based paint hazards are present, Buyer may terminate this contract by giving Seller written notice within 14 days after the effective date of this contract, and the earnest money will be refunded to Buyer.

**D. BUYER'S ACKNOWLEDGMENT (check applicable boxes):**

- 1. Buyer has received copies of all information listed above.
- 2. Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.

**E. BROKERS' ACKNOWLEDGMENT:** Brokers have informed Seller of Seller's obligations under 42 U.S.C. 4852d to: (a) provide Buyer with the federally approved pamphlet on lead poisoning prevention; (b) complete this addendum; (c) disclose any known lead-based paint and/or lead-based paint hazards in the Property; (d) deliver all records and reports to Buyer pertaining to lead-based paint and/or lead-based paint hazards in the Property; (e) provide Buyer a period of up to 10 days to have the Property inspected; and (f) retain a completed copy of this addendum for at least 3 years following the sale. Brokers are aware of their responsibility to ensure compliance.

**F. CERTIFICATION OF ACCURACY:** The following persons have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

<u>Beverly G. Lince</u> Buyer	<u>11/26/2011</u> Date	<u>Cynthia Caka</u> Seller	<u>11-3-10</u> Date
_____ Buyer	_____ Date	_____ Seller	_____ Date
_____ Other Broker	_____ Date	<u>Barbara Miles</u> Listing Broker	<u>11/4/10</u> Date

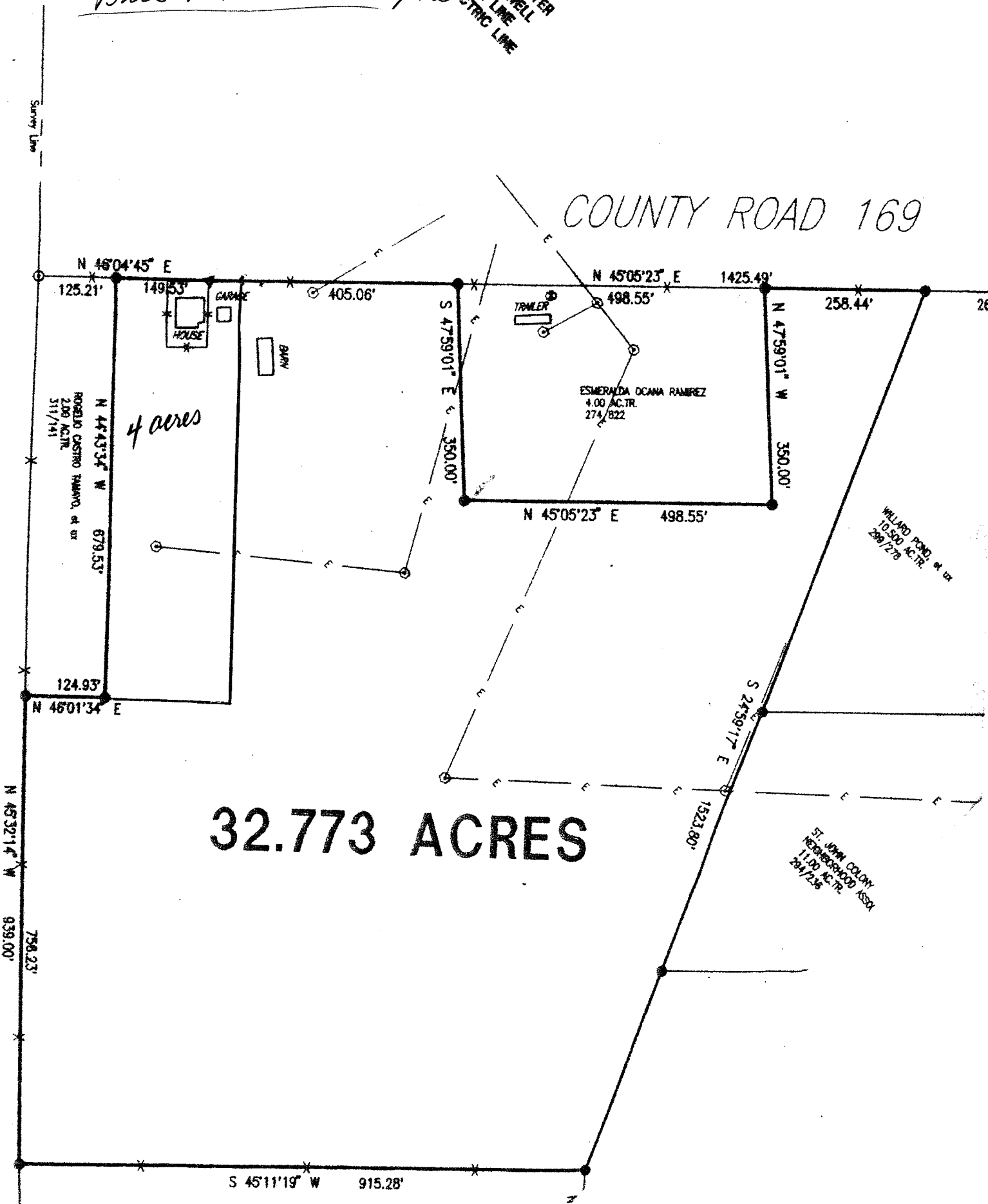
Barbara Miles Real Estate, Inc.

The form of this addendum has been approved by the Texas Real Estate Commission for use only with similarly approved or promulgated forms of contracts. Such approval relates to this contract form only. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not suitable for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 1-800-250-8732 or (512) 459-8544 (<http://www.trec.state.tx.us>)

Price \$137646.60 - \$4200/Acre

WATER METER  
FENCE LINE  
ELECTRIC LINE  
POLE  
WELL  
JOB SET  
AND SET

COUNTY ROAD 169



32.773 ACRES

SUPPORT DEFENDERS OF WILDLIFE



*Beverly J. Herrera*  
9817 Circle Drive #355  
Austin, TX 78736

35-1054/1130

0432

DATE *Jan 26, 2016*

PAY TO THE ORDER OF

*Countywide*

\$ *350.<sup>00</sup>/<sub>100</sub>*

*Three hundred Fifty & 00/100*

DOLLARS



Security Features Detailed On Back

TO HELP SAVE BIG CATS VISIT  
[WWW.DEFENDERS.ORG](http://WWW.DEFENDERS.ORG)

COMPASS BANK  
AUSTIN, TX

FOR

*Beverly Herrera*

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Photo by Robert Winslow

COUNTYWIDE ABSTRACT & TITLE, INC.

RECEIPT FOR EARNEST MONEY CONTRACT & EARNEST MONEY

DATE: 2-9-11

GF NUMBER: \_\_\_\_\_

LEGAL DESCRIPTION/PROPERTY ADDRESS: 4 acres, Gideon place A-230  
1405 St. John's Road, Dale

SELLER(S): Cynthia Caba

BUYER(S): Beverly J. Herrera

The undersigned, as Escrow Agent, hereby acknowledges (✓ or ✗ applicable items):

- 1. Receipt of Earnest Money Contract dated 2-9-11, and/or
- 2. Receipt of Earnest Money in the amount of \$ 350.00 in the form of  
Personal Check # 0432

Any Earnest Money and/or Earnest Money Contract received herein is received and held under the following conditions:

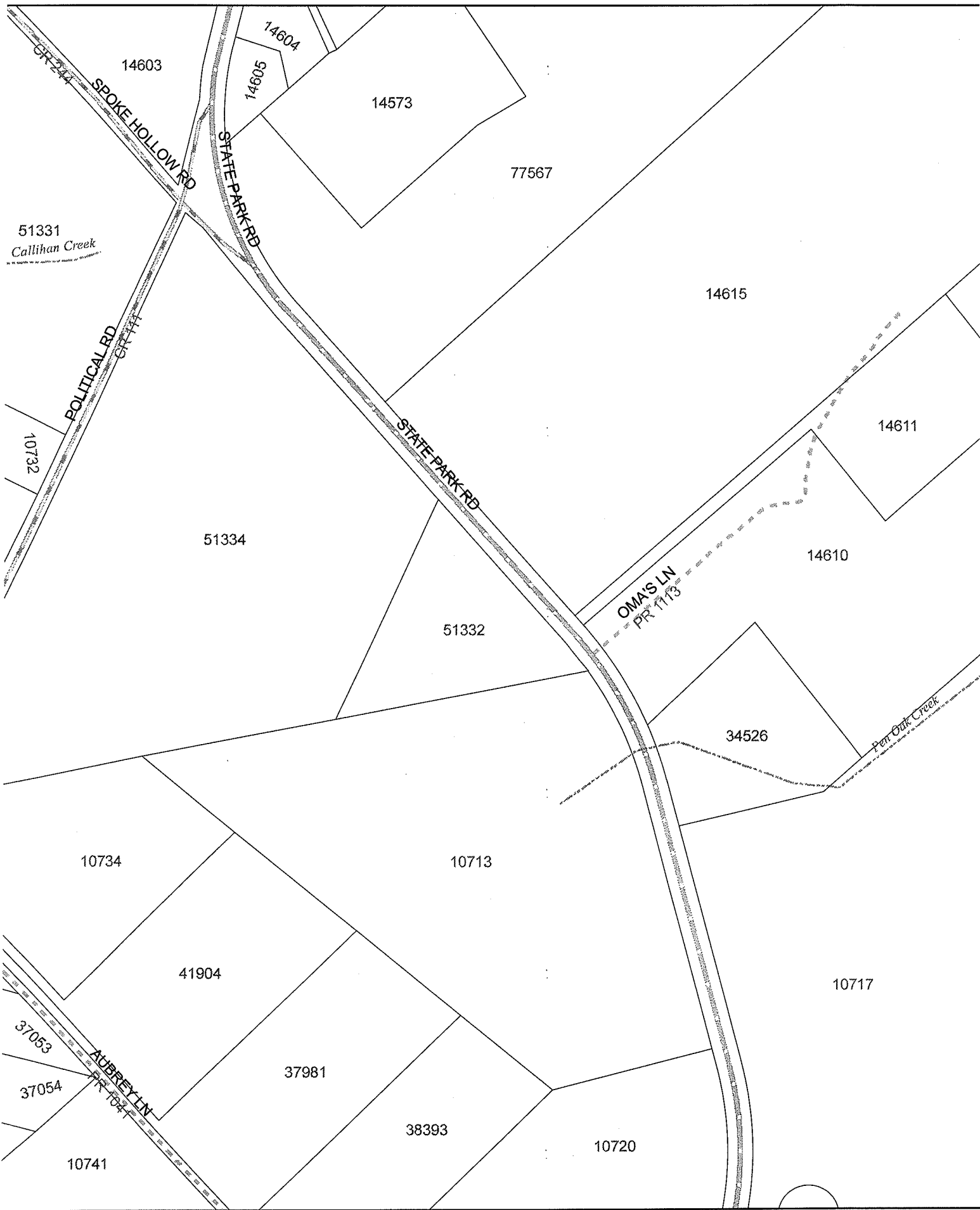
1. THE ESCROW AGENT IS NOT A PARTY TO THE EARNEST MONEY CONTRACT, AND IS NEITHER BOUND BY NOR SUBJECT TO ANY OF ITS RESTRICTIONS, TERMS, LIMITATIONS OR CONDITIONS.
2. The Escrow Agent shall not be liable for the performance or non-performance of any party to the Earnest Money Contract.
3. The Escrow Agent shall not be liable in the event the bank dishonors any check deposited as all or part of the Earnest Money.
4. The Escrow Agent shall not be liable for loss caused by the failure of any financial institution in which the Earnest Money has been deposited.
5. The Escrow Agent shall not be liable for any interest or other charge on the Earnest Money.
6. If either party makes demand for the payment of the Earnest Money, Escrow Agent has the right to require from the parties and the broker(s) a written release of liability and disbursement agreement prior to disbursing the Earnest Money in full or in part.
7. Escrow Agent shall have the right to recover its expenses if it becomes necessary, in the opinion of the Escrow Agent, to place the Earnest Money into the registry of the court in order to determine the rightful owner of the Earnest Money.
8. Should the transaction not close for any reason, any and all expenses incurred by or billed to the Escrow Agent, including, but not limited to, copy costs, tax certificates, survey fees, messenger fees, attorney fees, or any other expenses, will be deducted from the Earnest Money before it is disbursed in accordance with the written agreement required by Paragraph 6 herein, unless otherwise paid for by the party responsible for such cost under the terms of the Earnest Money Contract.
9. The Disclosure of Property Condition Notice  is \_\_\_\_\_ is not attached to the Earnest Money Contract. Escrow Agent shall not be liable for failure of the Seller to comply with Section 5.008, Texas Property Code which requires this Notice.

COUNTYWIDE ABSTRACT & TITLE, INC.  
104 South Commerce Street  
Lockhart, TX 78644  
(512) 398-2416 • Fax (512) 398-3201 • Austin Metro (512) 376-3145

BY: Tracie Crowell  
Printed Name: Tracie Crowell



10



This map is being provided as a courtesy and should only be used as a general guide. It is not a guarantee of location, configuration, size or title. No warranty is expressed or implied to any user for any purpose.

Additionally, neither this document nor any other document provided by the Caldwell County Appraisal District purports to authorize entry onto privately owned property.



Caldwell CAD

Property Search Results > 51332 OTTO JASON M & BRANDEE L for Year 2011

Property

Account

Property ID: 51332 Legal Description: A066 CHURCHILL, ANDREW, ACRES 6.  
 Geographic ID: 0001066-144-030-00 Agent Code:  
 Type: Real

Location

Address: STATE PARK RD Mapsco:  
 TX  
 Neighborhood: LOCKHART ISD RURAL WEST Map ID: D9  
 Neighborhood CD: 6701

Owner

Name: OTTO JASON M & BRANDEE L Owner ID: 140232  
 Mailing Address: 1251 FAIRWAY % Ownership: 100.0000000000%  
 KYLE, TX 78640-8739

Exemptions:

Values

(+) Improvement Homesite Value:	+	N/A	
(+) Improvement Non-Homesite Value:	+	N/A	
(+) Land Homesite Value:	+	N/A	
(+) Land Non-Homesite Value:	+	N/A	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	N/A	N/A
(+) Timber Market Valuation:	+	N/A	N/A
<hr/>			
(=) Market Value:	=	N/A	
(-) Ag or Timber Use Value Reduction:	-	N/A	
<hr/>			
(=) Appraised Value:	=	N/A	
(-) HS Cap:	-	N/A	
<hr/>			
(=) Assessed Value:	=	N/A	

Taxing Jurisdiction

Owner: OTTO JASON M & BRANDEE L  
 % Ownership: 100.0000000000%  
 Total Value: N/A

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	Caldwell Appraisal District	N/A	N/A	N/A	N/A
Total Tax Rate:		N/A			
Taxes w/Current Exemptions:					N/A
Taxes w/o Exemptions:					N/A

Improvement / Building

No improvements exist for this property.

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	IP	IMPROVED PASTURE	3.5000	152460.00	0.00	0.00	N/A	N/A
2	NHS	NON HOMESITE	2.5000	108900.00	0.00	0.00	N/A	N/A

Roll Value History


Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2011		N/A	N/A	N/A	N/A	N/A
2010		\$0	\$26,400	350	11,349	\$0 \$11,349
2009		\$0	\$26,400	330	11,330	\$0 \$11,330
2008		\$0	\$48,040	530	530	\$0 \$530
2007		\$0	\$40,590	500	500	\$0 \$500
2006		\$0	\$40,590	470	470	\$0 \$470

**Deed History - (Last 3 Deed Transactions)**

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page
1	3/13/2008 12:00:00 AM	WD/VL	WARRANTY DEED WITH VENDORS LIEN	GUZMAN JOE III	OTTO JASON M & I	524	739
2	7/22/2005 12:00:00 AM	WD	WARRANTY DEED	MCHANEY ERESM	GUZMAN JOE III	430	272

**Tax Due**

Property Tax Information as of 02/11/2011

Amount Due if Paid on:  ↓

Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount / Penalty & Interest	Attorney Fees	Amount Due
2010	Farm to Market Road	\$11,349	\$0.01	\$0.01	\$0.00	\$0.00	\$0.00	\$0.00
2010	Caldwell County	\$11,349	\$78.41	\$78.41	\$0.00	\$0.00	\$0.00	\$0.00
2010	Lockhart ISD	\$11,349	\$135.60	\$135.60	\$0.00	\$0.00	\$0.00	\$0.00
<b>2010 TOTAL:</b>			<b>\$214.02</b>	<b>\$214.02</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2009	Farm to Market Road	\$11,330	\$0.02	\$0.02	\$0.00	\$0.00	\$0.00	\$0.00
2009	Caldwell County	\$11,330	\$78.27	\$78.27	\$0.00	\$0.00	\$0.00	\$0.00
2009	Lockhart ISD	\$11,330	\$139.36	\$139.36	\$0.00	\$0.00	\$0.00	\$0.00
<b>2009 TOTAL:</b>			<b>\$217.65</b>	<b>\$217.65</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2008	Farm to Market Road	\$530	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2008	Caldwell County	\$530	\$3.66	\$3.66	\$0.00	\$0.00	\$0.00	\$0.00
2008	Lockhart ISD	\$530	\$6.48	\$6.48	\$0.00	\$0.00	\$0.00	\$0.00
<b>2008 TOTAL:</b>			<b>\$10.14</b>	<b>\$10.14</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>OTTO JASON M &amp; BRANDEE L TOTAL:</b>			<b>\$441.81</b>	<b>\$441.81</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2007	Farm to Market Road	\$500	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2007	Caldwell County	\$500	\$3.41	\$3.41	\$0.00	\$0.00	\$0.00	\$0.00
2007	Lockhart ISD	\$500	\$6.01	\$6.01	\$0.00	\$0.00	\$0.00	\$0.00
<b>2007 TOTAL:</b>			<b>\$9.42</b>	<b>\$9.42</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2006	Farm to Market Road	\$470	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2006	Caldwell County	\$470	\$3.02	\$3.02	\$0.00	\$0.00	\$0.00	\$0.00
2006	Lockhart ISD	\$470	\$7.24	\$7.24	\$0.00	\$0.00	\$0.00	\$0.00
<b>2006 TOTAL:</b>			<b>\$10.26</b>	<b>\$10.26</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>GUZMAN JOE III TOTAL:</b>			<b>\$19.68</b>	<b>\$19.68</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>GRAND TOTAL (ALL OWNERS):</b>			<b>\$461.49</b>	<b>\$461.49</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

NOTE: Penalty & Interest accrues every month on the unpaid tax and is added to the balance. Attorney fees may also increase your tax liability if not paid by July 1. If you plan to submit payment on a future date, make sure you enter the date and RECALCULATE to obtain the correct total amount due.

Questions Please Call (512) 398-5550

This year is not certified and ALL values will be represented with "N/A".

11

**AMENDMENT TO PERSONNEL POLICIES**  
**CALDWELL COUNTY, TEXAS**  
**ORIGINALLY ADOPTED MAY 9<sup>TH</sup>, 2005**

The Personnel Policies of Caldwell County, Texas are hereby amended by addition of the following sections to Chapter **11.00 USE OF COUNTY PROPERTY**

**11.06 LOSS OF COUNTY ASSIGNED PROPERTY.** Employees who are assigned County tools, computers, cell phones, laptops, equipment, vehicles or any other County owned property are responsible for their safe keeping and proper use as set forth in Section 11.02 above. Additionally, employees shall return any County assigned property to the County upon their departure from employment with the County. If the employee is unable to return the County assigned property then the employee shall reimburse the County for the value of the property. The value shall be as follows:

Ist year after receipt:	100%
2 <sup>nd</sup> year after receipt	90%
3 <sup>rd</sup> year after receipt	80%
4 <sup>th</sup> year after receipt	70%
5 <sup>th</sup> year after receipt	60%
6 <sup>th</sup> year and beyond	50%

**11.07 TAKE HOME USE OF COUNTY ASSIGNED VEHICLES AND PROHIBITED USE OF COUNTY VEHICLES.** The personal use of County assigned vehicles is **strictly prohibited** and a violation of law. Any employee who is assigned a County vehicle shall not use said vehicle to transport any family member who is not also an employee of the County. County assigned vehicles shall not be used for any personal use, including, but not limited to, personal errands, shopping, transport of family members, or non-County business. An employee who has a County assigned vehicle shall not allow any other person to drive or use the County assigned vehicle without the written permission of the Commissioners Court. Violation of the foregoing policy may result in loss of use of the County vehicle and/or termination of employment.

The following list of County employees, who are assigned County vehicles, are allowed to drive County assigned vehicles home at the end of their shifts provided that the employee's home is located within Caldwell County, Texas or a County that is touching Caldwell County. This policy is allowed due to the nature of the duties of the following employees who are in most cases on call for emergency reasons or who by the nature of their work are required to travel outside the County to perform their job duties.

- (1) Emergency Management
- (2) County Judge, County Commissioners, or other County Administrative staff as designated by the Commissioners Court
- (3) Constable and Deputy Constable

(4) Unit Road Supervisor

(5) Unit Road employees designated by the Unit Road Supervisor (and approved by Commissioners Court)

(6) County Maintenance Supervisor

(7) All Sheriff deputies who are classified as investigators and other deputies/staff designated by the Sheriff.

(8) County Sheriff.

(9) All Criminal District Attorney Investigators and other staff designated by the Criminal District Attorney.

(10) Other County employees in positions designated by the Commissioners Court.

**11.08 SERVICE OF COUNTY OWNED VEHICLES.** County owned vehicles should be serviced at the Unit Road Department currently located at 1700 FM 2720, Lockhart, Texas 78644. Appointments may be made by calling 512-398-7269. All people responsible for County owned vehicles are required to keep up with regular service of the vehicles assigned to them. Vehicles should not be taken to more expensive local sources unless in an emergency situation. If there is any difficulty in obtaining service at the Unit Road Department you are to report this difficulty to the County Judge's Office so corrective action may be taken. The Commissioner's Court reserves the right to set aside blocked periods of time at the Unit Road Department for servicing of vehicles in lieu of the current appointment method.

**11.09 INTER DEPARTMENT TRANSFER OF VEHICLES.** All transfers of vehicles from one County department to another or from one office to office shall require the prior written consent of the Commissioner's Court.

**11.10 VEHICLES INVOLVED IN ACCIDENTS.** Any County owned vehicle that is involved in an accident of any kind shall be reported to the County Judge's Office and to the Auditor's Office. A copy of any accident report shall also be sent to the County Judge's Office and the Auditor's Office as soon as it is available.

**11.11 INITIAL REPORTING TO COUNTY JUDGE'S OFFICE.** Within 15 (fifteen) days of adoption of these amendments to the personnel policies of Caldwell County each department head, elected official, or other individuals that are assigned County owned vehicles shall report the following information to the County Judge's Office:

- (1) Make, model, year, and vin number of any assigned vehicle.
- (2) Date of license plate renewal and inspection renewal.
- (3) Current mileage and estimated annual mileage for vehicle.
- (4) What position vehicle is currently assigned to and name of person holding that position.

(5) Current operational condition of the vehicle and whether vehicle has ever been involved in an accident or sustained damage.

(6) Estimated time period when vehicle will need to be replaced.

(7) Which vehicles are currently being allowed to be taken home at the end of each shift or end of day, to whom the vehicle is assigned, the position to which the vehicle is assigned.

After this initial report is filed, and starting on April 1, 2011, and on the first day of each quarter thereafter, the report shall be updated and sent to the County Judge's Office listing the information listed in items 1 through 7.

The foregoing information will aid the County Judge in formulation of the next year's budget relative to vehicle replacement and assignment.

**11.12 VEHICLE SAFETY INSPECTION.** All personnel who are assigned vehicles or their supervisors are responsible for keeping the vehicle safety inspection current. All vehicles shall be taken to the Unit Road Department to have the safety inspection completed.

**11.13 VEHICLE LICENSE RENEWAL.** All personnel who are assigned vehicles or their supervisors are responsible for keeping the vehicles registration up to date within the legal renewal time. License and registration renewals are performed at the County Tax Assessor's Office currently located at 100 East Market Avenue, Lockhart, Texas 78644. The current telephone number for this office is 512-398-1830.

**11.14 RELINQUISHMENT OF VEHICLES WHEN REPLACEMENTS ARE PROVIDED.** As a budgetary safeguard for the Commissioners Court all County Elected Officials, Department Heads, or other County officials are required to relinquish control of vehicles in use when they take possession of their replacements. The Commissioners Court has authority to refuse to provide the replacement vehicle should the vehicles not be relinquished as replacements are provided.

**11.15 REASSIGNMENT OF VEHICLES.** The Commissioners Court has authority upon adoption of each annual budget to reallocate vehicles and equipment assigned to each department or office in the County. The information provided in §11.13 above will assist the County Judge and the Commissioners Court in their budget adoption process.

**11.16 MINIMUM BID SPECIFICATIONS AND DECISIONS ON PURCHASE OF VEHICLES AND EQUIPMENT.** Section 262.023 of the Local Government Code vests the duties of complying with competitive bidding statutes in the Commissioners Court. This is consistent with the general budgeting and contracting authority of the Commissioners Court. While the Commissioners Court or County Judge may wish to consult with Elected Officials and Department Heads or other County Officials regarding what vehicles or equipment to purchase, whether by competitive bidding or by any other lawful method, it is the reasonable discretion of the Commissioners Court to make the final decisions on equipment and vehicle purchases.



12

TEXAS ASSOCIATION OF COUNTIES

2010 Certification of Compliance  
County Investment Officer

Honorable Lori D. Rangel-Pompa

Successfully completed investment education that satisfies Section 2256.008 of the Texas Public Funds Investment Act and demonstrates a thorough understanding of Texas laws governing the investment of public funds. This ongoing commitment to continuing education provides maximum benefit to

Caldwell County

Issued by the Texas Association of Counties the thirty-first day of December, 2010  
Expires the thirty-first day of December, 2011

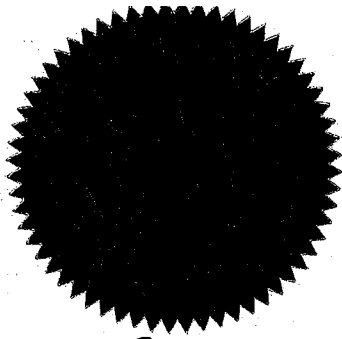


Vernon Cook, President



Gene Terry, Executive Director

13



# *A Proclamation*

*Whereas Boy Scouts of America has made a significant contribution to the physical, spiritual, moral, and mental growth of many individuals in this County and;*

*Whereas, since its inception, February 8, 1910, Boy Scouts of America has helped develop character and attitudes that help this county; and*

*Whereas, Boy Scouts of America has always worked to develop citizenship and build pride in community, state and nation; and*

*Whereas, Boy Scouts of America encourage and fostered participation of the entire family and helped bring boys and parents closer together; and*

*Whereas, Boy Scouts of America has helped young men find their own place in life, while growing into contributing citizens and tomorrow's leaders; and*

*Whereas, throughout its history, the Boy Scouts of America program has grown and evolved to better meet the needs and demands of a changing society; and*

*Whereas, the Boy Scouts of America has traditionally relied on volunteers to teach young men pride, self-confidence and how to reach goals while providing service to their community and earning the recognition and respect of their community, family, and peers.*

*Now, therefore, Caldwell County Commissioners Court do hereby proclaim this year, 2011, as the 101 Anniversary of the*

## *Boy Scouts of America*

*And urge all citizens to recognize and appreciate all that the Boy Scouts of America have contributed to and accomplished in this one hundredth year.*

*Therefore, in official recognition whereof, we, the undersigned, do hereby affix our signatures this 14th day of February 2011.*

---

*Tom Bonn*  
*County Judge*

---

*John Cyrier*  
*Commissioner, Precinct 1*

---

*Fred Buchholtz*  
*Commissioner, Precinct 2*

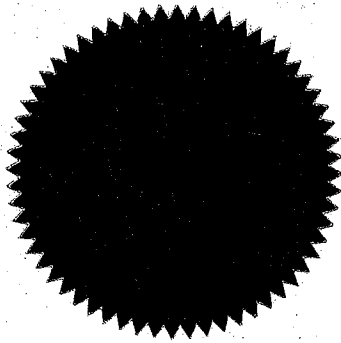
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*Neto Madrigal*  
*Commissioner, Precinct 3*

---

*Joe Ivan Roland*  
*Commissioner, Precinct 4*

14



# A Proclamation

*Whereas, Black Communities have been an integral and vital part of the overall education development and economic growth of Caldwell County; and*

*Whereas, planned observations during the month of February will serve as a reminder of the outstanding contributions made by members of the Black Community to our nation in its preservation of freedom, its history, and in its maintenance and improvements of the arts and culture: and*

*Whereas, said events will also promote a continuing interest among all the citizens of Caldwell County in the contributions outlined above and a renewed awareness of the culture, customs, and traditions of this so very important segment of our population.*

*Now therefore, be it resolved, that the Commissioners Court of Caldwell County, Texas, does hereby proclaim the month of February 2011, as*

*Black History Month in Caldwell County.*

*Therefore, in official recognitions whereof, we the undersigned do hereby affix our signatures this 14<sup>th</sup> day of ary2010.*

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*Tom Bonn, County Judge*

---

*John Cyrier  
County Commissioner Precinct No.1*

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*Fred Buchholtz  
County Commissioner Precinct No.2*

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*Neto Madrigal  
County Commissioner Precinct No.3*

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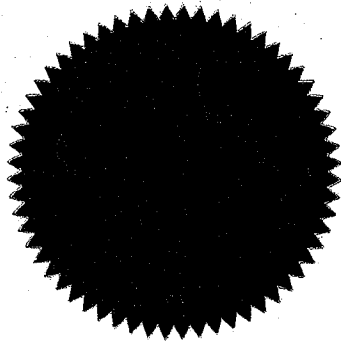
*Joe Ivan Roland  
County Commissioner Precinct No.4*

*Attest:*

---

*Carol Holcomb, County Clerk*

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# A Proclamation

**Whereas,** Severe Weather Awareness Week is February 20-26, 2011 and

**Whereas,** Each year brings the potential for violent weather to Texas, and

**Whereas,** Large portions of our state including Caldwell County, can be devastated by flooding, tornadoes, hail storms, straight line winds and other severe emergencies, and

**Whereas,** The Texas Division of Emergency Management and the National Weather Service have joined together to urge all citizens to prepare for severe weather events and to educate themselves on safety strategies, and

**Whereas,** Governor Rick Perry has declared the week of February 20-26, 2011 as Severe Weather Awareness Week in Texas, now therefore,

**Be it resolved,** that Caldwell County Commissioners Court urge everyone in our community to learn more about and to participate in severe weather preparedness activities available in Caldwell County.

**Therefore,** in official recognition of this statewide event, we the undersigned do hereby proclaim

**February 20-26, 2011 Severe Weather Awareness Week  
In Caldwell County.**

---

*Tom Bonn, County Judge*

---

*John Cyrier  
County Commissioner Precinct No.1*

---

*Fred Buchholtz  
County Commissioner Precinct No.2*

---

*Neto Madrigal  
County Commissioner Precinct No.3*

---

*Joe Ivan Roland  
County Commissioner Precinct No.4*

*Attest:*

---

*Carol Holcomb, County Clerk*



# TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N. LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001

512/424-2000

[www.txdps.state.tx.us](http://www.txdps.state.tx.us)



STEVEN C. McCRAW  
DIRECTOR  
LAMAR BECKWORTH  
CHERYL MacBRIDE  
DEPUTY DIRECTORS



COMMISSION  
ALLAN B. POLUNSKY, CHAIR  
ADA BROWN  
JOHN STEEN  
CARIN MARCY BARTH  
A. CYNTHIA LEON

January 14, 2011

Dear Colleagues,

Every year, the Texas Division of Emergency Management, Texas Department of Public Safety, and the National Weather Service join with local officials to remind Texans to be prepared for severe weather events.

Whether your region is facing tornadoes, ice storms, flash floods, wildfires, hail or other dangerous weather events, we can all help reduce deaths and injuries by making sure our residents know what to do to stay safe. Severe Weather Awareness Week will be observed February 20 – 26 this year.

This week is an excellent opportunity for local jurisdictions to join with us in reminding the public to be aware and get prepared.

The TDEM Web site contains a variety of materials that can be used to conduct your own local Severe Weather Awareness Week activities. The TDEM Severe Weather Awareness information can be found at:

**[www.txdps.state.tx.us/dem](http://www.txdps.state.tx.us/dem)**

I hope you will continue your dedicated support of this key initiative.

Sincerely,

W. Nim Kidd, CEM<sup>®</sup>  
Assistant Director  
Texas Department of Public Safety  
Chief  
Texas Division of Emergency Management

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# RESIDENTIAL CONSTRUCTION PERMIT

PERMIT NO. \_\_\_\_\_

ISSUE DATE: \_\_\_\_\_

PROPERTY  
ADDRESS: \_\_\_\_\_

ACTIVITY \_\_\_\_\_

\_\_\_\_\_  
County Officer Issuing Permit

# Notice

**The issuance of a residential construction permit may be only one step in the process for your activity.**

Some examples of other permits you may need are as follows:

(1) **Installation of sanitary sewer systems** (septic tanks) require permits.

(If the property is served by a septic tank then Section 4.4 (D)(c) requires submittal of an OSSF permit ( Issued by County Sanitarian) to obtain a residential construction permit).

(2) **Installation of a driveway** requires a permit.

(Issued by Unit Road Administrator)

(3) **Work in a public right-of-way** requires a permit.

(Issued by the Unit Road Administrator)

**RESIDENTIAL CONSTRUCTION PERMIT**  
**APPLICATION FORM**  
(Section 4.4 of Caldwell County Development Ordinance)

PERMIT NO. \_\_\_\_\_

DATE OF ISSUANCE OF PERMIT: \_\_\_\_\_

Name of Applicant:

\_\_\_\_\_

Current Address of Applicant:

\_\_\_\_\_

Telephone Number where Applicant can be Contacted: \_\_\_\_\_

Property Address which Permit is being issued for:

\_\_\_\_\_

Description of Activity to be undertaken on the property for which a permit is being issued: (Please initial the appropriate activity listed below)

(A) Construction of a new residential structure: \_\_\_\_\_

(B) Addition to an existing residential structure: \_\_\_\_\_

(C) Installation of a manufactured home: \_\_\_\_\_

(D) Reconstruction or rehabilitation of an existing residential structure damaged by fire or flood where the estimated cost of reconstruction or rehabilitation exceeds 30% of the pre-damaged value of the structure: \_\_\_\_\_

Date activity will commence: \_\_\_\_\_

Estimated length of time to complete activity: \_\_\_\_\_

**By execution of this Residential Construction Permit Application Form the undersigned applicant acknowledges that they have been provided a copy of Section 4.1 and 4.4 of the Caldwell County Development Ordinance. Additionally, the applicant further acknowledges that any permit issued pursuant to this application will expire one (1) year from the date of issuance pursuant to Section 4.1 (E) and that the applicant understands that any permit issued must be posted on the property named above pursuant to Section**

**4.1 (F). Said posting shall be visible from the nearest major roadway(s) adjacent to the property and remain posted throughout the duration of construction activities.**

**By making application for this permit Applicant is hereby warranting and representing to Caldwell County that the foregoing information provided by Applicant is true and correct and that Applicant is granting Caldwell County the right, both prior to, and after issuance of the permit, and throughout the duration of the permit to enter onto Applicant property for purposes of inspection for compliance with any and all regulations and Ordinances of Caldwell County.**

---

**(Signature of Applicant)**


---

**(Printed Name of Applicant)**

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**Date Application Submitted**

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<b>Welcome to Caldwell County, Texas</b>		<input type="text"/> <input type="button" value="Search"/>
<a href="#">HOME</a>   <a href="#">COUNTY OFFICES</a>   <a href="#">OTHER COUNTY OFFICES</a>   <a href="#">DISTRICT COURT</a>   <a href="#">COUNTY INFORMATION</a>   <a href="#">LOCAL AREA LINKS</a>		
<ul style="list-style-type: none"> <li><input type="checkbox"/> Home</li> <li><input type="checkbox"/> County Offices</li> <li><input type="checkbox"/> Other County Offices</li> <li><input type="checkbox"/> District Court</li> <li><input type="checkbox"/> County Information</li> <li><input type="checkbox"/> Public Notices</li> <li><input checked="" type="checkbox"/> <b>Jobs</b></li> <li><input type="checkbox"/> News</li> <li><input type="checkbox"/> County Gov't. Tips &amp; Info: <a href="#">TexasCounties4U.org</a></li> </ul> <p><b>Local Area Links</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> City of Lockhart</li> <li><input type="checkbox"/> Lockhart ISD</li> <li><input type="checkbox"/> Luling ISD</li> </ul>	<p style="text-align: center;"><b>Veterans Service Officer</b></p> <p style="text-align: center;">November 1, 2010</p> <p style="text-align: center;"><b>SUPPLEMENTAL NOTICE TO POSTING</b></p> <p style="text-align: center;">FOR</p> <p style="text-align: center;"><b>CALDWELL COUNTY VETERANS SERVICE OFFICER POSITION</b></p> <p>Dear Applicant:</p> <p>Caldwell County has decided to ask all prior applicants for the attached posted position to supplement their current submission, or any new submission with any information including formal education, on the job training or experience related to a human resources position. The County may consider combining the Human Resources position and the Veterans Service Office Position in the future and would therefore appreciate you updating your current application. The deadline for response to this newly revised posting is January 20<sup>th</sup>, 2011.</p> <p>Further links:</p> <ul style="list-style-type: none"> <li>• <a href="#">View Job Information</a></li> </ul> <p style="text-align: center;"><input type="button" value="Back"/></p>	<p><b>News</b></p> <p><b>County Offices Closed</b> 12/22/10 -</p> <p><b>Caldwell County Holiday: Memorial Day</b> 5/31/10 -</p> <p><b>Public Notices</b></p> <p><b>Caldwell County 2010-2011 Budget</b> Mon, 10/4/10</p> <p><b>Commissioners Court Meeting</b> Mon, 2/14/11</p> <p><b>Emergency Order Prohibiting Outdoor Burning</b> Fri, 1/28/11</p> <p><b>Commissioners Court Meeting</b> Mon, 1/24/11</p> <p><b>Subdivision &amp; Development Fee Schedule</b> Fri, 1/21/11</p>
		 <a href="#">Accessible Version</a> <a href="#">Imprint</a>



Notice: Caldwell County Veterans Service Officer Position Available

Applicant must have served on active duty in a branch of the Armed Forces of the United States for at least 4 months or,

Have a service-connected disability and been Honorably Discharged or,

Be a widowed Gold Star Mother or,

Be an un-remarried widow of a service member or veteran whose death resulted from service, or,

Be a spouse of a disabled veteran with a service connected disability rating of 100% or on I/U.

Applications may be obtained at the County Treasure's Office and [www.co.caldwell.tx.us](http://www.co.caldwell.tx.us) and return application to the County Judge's Office, 110 South Main Street, Lockhart, TX 78644

County is an Equal Opportunity Employee.

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