City of Uvalde
CITY COUNCIL
AGENDA

REGULAR MEETING
Tuesday, November 10, 2015
6:00 p.m.

COUNCILMEMBERS:

Don McLaughlin, Jr., Mayor
Margaret Palermo - District 1
John H. Flores, Jr. – District 2
Rogelio M. Munoz – District 3
Stephen E. Balke – District 4
Ernest W. “Chip” King, III – District 5
AGENDA

1. CALL MEETING TO ORDER

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. CITIZEN’S INPUT
   4A. Citizens are requested to sign up prior to council meeting if requesting time to address council. Presentations will be limited to no more than three (3) minutes.

5. CONSENT AGENDA (All consent agenda items are considered routine by City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember requests an item be removed and considered separately.)
   5A. Consider and act on the Minutes of the October 27, 2015 Regular City Council Meeting.

   5B. Consider and act on payment of bills over $5,000.00 from October 10, 2015 through November 6, 2015.

   5C. Consider and act on a contract with Election Systems & Software, LLC for the software and maintenance of election machines.

   5D. Consider and act on a renewal for a service contract with Texas Land Reclamation LLC d/b/a UTW Tire Collection Services for tire disposal at the landfill.

   5E. Consider and act on confirmation and approval of the Mayor’s re-appointment of Oscar Garcia, Sergio Porras, Mimo Alejandro and Juan Gonzales to the Uvalde Housing Authority pursuant to Article II, Section 13, of the City Charter.

6. PUBLIC HEARING
   6A. Public hearing by the City of Uvalde on the proposed annexation proceedings to enlarge and extend the boundary limits of the City to include the following described property: being 9.27 acres of land lying wholly within Survey No. 70, Jose G. Baron, Original Grantee, Abstract 31, Uvalde County, Texas, out of that certain 18 acres described in two tracts from Ed Sims, et ux, to Wilson D. Ryland on 15 July 1971 and recorded in Volume 182, pages 85-87, of the Deed Records of Uvalde County, Texas.
7. NEW BUSINESS

7A. Consider and act on approval of an application for Outside the City Limits Utility Service for water for applicant Vivian Manry, for property located at 7 Tinsely Lane, Uvalde.

7B. Consider and act on approval of an application for Outside the City Limits Utility Service for water for applicant Craig L. Cox and Helen T. Cox, for property located at 227 Barnes Road, Uvalde.

7C. Consider and act on amending Uvalde Municipal Ordinance 2015-04 Chapter 17 Zoning establishing regulations for parking of regulated vehicles to extend the deadline for filing truck parking permit applications.

7D. Consider and act on casting an Official Ballot and distribution of votes for the three (3) directorships for the Uvalde County Appraisal District to serve a two-year term.

7E. Final Public Hearing TxCDBG 713114 Planning & Capacity Building Fund.

7F. Consider and Act upon TxCDBG 713114 Close Out Reports to include Final Resolution and Close Out Letter to TDA, and authorize Mayor to sign.

7G. Consider and Act upon TxCDBG 713114 Request for Payment Form A203 #1 & Final and authorize Mayor and Assistant City Manager to sign.

7H. Consider and act on cancelling the scheduled City Council Meeting date for December 22, 2015 to avoid conflict with Christmas holidays.

8. EXECUTIVE SESSION

The City Council of the City of Uvalde, Texas, will convene into executive session in accordance with the purposes permitted by the Open Meetings Act:

8A. Convene into Executive Session pursuant to Section 551.071, Texas Government Code, consultations with attorney regarding settlement of pending litigation regarding hotel occupancy tax against Uvalde Hotel Corporation.

9. RECONVENE FROM EXECUTIVE SESSION

10. ADJOURNMENT
Certificate: I certify that the above and foregoing notice was posted in compliance with 551.043, Texas Government Code at 12:00 p.m. on November 6, 2015.

Vince DiPiazza, City Manager

City Hall Municipal Building is wheelchair accessible with accessed and special parking available on the West Side of the Building. The Council Chamber is accessible by elevator to the second floor. Requests for special services must be received forty-eight (48) hours prior to meeting time by calling City Hall (830) 278-3315. In this Notice of Open Meeting, the posting of an agenda item as a matter to be discussed in open session is not intended to limit or require discussion of that matter in open session if it is otherwise appropriate to discuss the matter in executive session. If, during the discussion of any agenda item, a matter is raised that is appropriate for discussion in executive session the council may, as permitted by law, convene into executive session to deliberate on the matter.

The posting of an agenda item as a matter to be discussed in executive session is not intended to limit or require discussion of that matter in executive session. The council may discuss in open session any matter for which notice has been given in this notice of open meeting including an agenda item posted for executive session. In no event, however, will the council take action on any agenda item in executive session, whether it is posted for open or executive session discussion.

CERTIFICATION

I, the undersigned authority, do hereby certify that the attached agenda of meeting of the City of Uvalde City Council is a true and correct copy and that I posted a true and correct copy of said notice on two glass public notice cases at City Hall, readily accessible to the general public at all times, and said Notice was posted on the 6th day of November, 2015 and will remain so posted continuously for at least 72 hours preceding the scheduled time of said meeting in accordance with Chapter 551 of the Texas Government Code.

Susan M. Stewart, City Secretary

I certify that the attached agenda of items to be considered by the City Council was removed by me from the City of Uvalde City Hall glass public notice cases on the______day of November, 2015.

_________________________________  Title: ________________________________
STATE OF TEXAS
COUNTY OF UVALDE
CITY OF UVALDE

BE IT REMEMBERED, that the City Council of the City of Uvalde, Texas, met in a Regular Meeting at 6:00 p.m. on Tuesday, October 27, 2015, with the following members present:

Don McLaughlin, Jr.          Mayor
Rogelio Munoz                Mayor Pro Tem
John H. Flores, Jr.          Councilmember
Margaret Palermo             Councilmember
Stephen E. Balke             Councilmember
Ernest W. “Chip” King, III   Councilmember

Also present:
Vince DiPiazza               City Manager
Joe Cardenas                 Assistant City Manager
Paul J. Tarski               City Attorney
Susan Stewart                City Secretary
Eric Herrera                 Uvalde Police Chief
Richard Williams             Uvalde Volunteer Fire Department Chief
Rob Fowler                   Parks & Recreation Coordinator
Susan Anderson               Director of Planning & Community Development
Juan Zamora                  Director of Utilities and Sanitation
Debra Stifflemire            Executive Director Uvalde Convention & Visitors Bureau
Kasie Morgan                 Main Street Manager/Civic Center Manager
Joseph Ruel                  Opera House Manager

Agenda Item No. 1 – Call Meeting to Order
Mayor Don McLaughlin, Jr. called the meeting to order at 6:00 p.m.

Agenda Item No. 2 – Invocation

Agenda Item No. 3 – Pledge of Allegiance

Agenda Item No. 4 – Presentations, Proclamations and Recognitions
4A. Recognition of Uvalde Police Officer Robert Gutierrez
4B. Proclamation declaring October as Domestic Violence Awareness Month.

Mayor Don McLaughlin, Jr. read the above Proclamations and Recognition for Police Officer Robert Gutierrez.
Agenda Item No. 5 – Citizen’s Input

5A. Citizens are requested to sign up prior to council meeting if requesting time to address council. Presentations will be limited to no more than three (3) minutes. Citizens that signed up to speak specifically on certain Agenda Items.

Agenda Item No. 6 – Consent Agenda

(All consent agenda items are considered routine by City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember requests an item be removed and considered separately.)

6A. Consider and act on the Minutes of the October 13, 2015 Regular City Council Meeting.

6B. Consider and act on payment of bills over $5,000.00 from October 10, 2015 through October 9, 2015.

6C. Consider and act on confirmation and approval of the Mayor’s re-appointment of Tom Austin and Tom Schliesing to the Hotel Tax Committee Board, pursuant to Article II, Section 13, of the City Charter.

Motion made by Councilman Chip King to approve Consent Agenda. Motion was seconded by Councilman John H. Flores, Jr. and Councilman Stephen E. Balke. Motion carried 6-0.

Agenda Item No. 7

7A. Consider and act on approval of the 2014-2015 Amended Final Budget for the Uvalde Convention & Visitors Bureau.

Motion made by Councilman Chip King to approve the 2014-2015 Amended Budget for the Uvalde Convention & Visitors Bureau. Motion was seconded by Councilman Stephen E. Balke. Motion carried 6-0.

7B. Consider and act on amending Uvalde Municipal Ordinance 2015-04 Chapter 17 Zoning establishing regulations for parking of regulated vehicles to extend the deadline for filing truck parking permit applications. Susan Anderson, City Planner, displayed a map of the City of Uvalde with pins indicating the location of trucks that have registered for parking permits. The City has received 70 applications. Of those received, only 16 have been denied. Vincent Gonzales, Vance Chism, Berlinda Arreola and Sam Price addressed City Council and asked questions concerning parking trucks at their residences while making repairs and completing maintenance. Mr. Gonzales specifically has fuel trucks that are parked in residential districts but they have properly sealed tanks. Council agreed to extend the deadline to registering trucks for parking permits until January 1, 2016. Susan Anderson will make the changes to the Ordinance and bring it back for approval at the next City Council meeting.

7C. Consider and act on an ordinance amending portions of the City of Uvalde Utility Ordinance to include Chapter 3.05.010 Payment by Credit Card; Chapter 13.16.020 D. Connection/Disconnection and Reconnection fee; Chapter 13.16.020 H. Deposits; Chapter 13.16.060 Bills – Due and Payable; Chapter 13.16.110 Penalties; and providing an effective date for the changes.

Councilman Stephen E. Balke made a motion to approve Agenda Item No. 7C.
Councilman John H. Flores, Jr. seconded the motion. Motion carried 6-0.

Consider and act on Case File 25 – 15PZ request of City of Uvalde Staff, applicant, to amend Chapter 17 of the Uvalde Municipal Code for Zoning to allow accessory dwelling units by special permit, City of Uvalde, Uvalde County Texas. The Ordinance amending Chapter 17 permits Accessory Dwelling Units to:

1) Real property containing a dwelling unit which was in existence on a lot of record within the City of Uvalde as of October 27, 2015. No fee will be charged for existing dwelling units. New accessory dwellings in R1 zoning;
2) Owner occupied property;
3) Water and sewer utilities are not metered separately from main residence;
4) dwelling is not less than 300 square feet or more than 800 square feet;
5) Not more than 2 occupants;
6) All parking and setback requirements are met for that zoning district. Mayor Pro Tem Rogelio Munoz made a motion to approve Agenda Item 7D. Councilman Chip King seconded the motion. Motion carried 6-0.

Consider and act on an Interlocal contract between the Edwards Aquifer Authority and the City of Uvalde for the installation of a Supervisory Control and Data Acquisition System. Assistant City Manager, Joe Cardenas, explained that the Supervisory Control and Data Acquisition System software would tie all City of Uvalde Wells together for monitoring purposes. The monies have been set aside by the Edwards Aquifer Authority and their Board will go to a full vote on November 10, 2015. City Attorney Paul Tarski stated that he will be reviewing the language in the agreement. It would typically cost a city $142,000 but with the grant monies this will cut the cost in half. All of our wells will be on-line which will help to track any potential problems or outages. Councilman Stephen E. Balke made a motion to approve the Interlocal agreement with the Edwards Aquifer Authority and the City of Uvalde for the installation of a Supervisory Control and Data Acquisition System. Mayor Pro Tem Rogelio Munoz seconded the motion. Motion carried 6-0.

Consider and act on the renewal of the existing Lease, Management and Operation Agreement between City of Uvalde and the Uvalde Convention & Visitors Bureau, Inc. Kasie Morgan Main Street Manager spoke to City Council about the programs that the Main Street program has put forth in 2014-2015 to include four movie nights with three more to go before the end of the year. There were 2 Junque show, however, the weather and rain were a factor. Ms. Morgan explained that she is attempting to create movement in the downtown. In 2015-2016 her goal is to work on the economic with the downtown businesses. Olga Charles spoke on behalf of the Main Street Program and urged the City Council to renew the Lease, Management and Operation Agreement. Merchants pay out-of-pocket for the 4 Square Fridays. The downtown Merchants pay taxes and the City makes money from the vendors. Kelly Kimble spoke on behalf of the Main Street Program and urged City Council to renew the Agreement between the City and the Main Street Program. She remembers the downtown being the hub growing up. It did fall into disrepair. With façade grant, the downtown has been coming back but there still is a lot of
work to be done. The Main Street program will attract business investors, motivate existing vendors and help the existing tax base stay intact.

Councilman Stephen E. Balke said that he has visited the merchants about both the Main Street Program and Historic Preservation programs. Councilman Balke stated that he is in favor of keeping both programs. He would like to see Quarterly reports from Ms. Morgan on the Main Street program.

Councilman John H. Flores, Jr. stated that there is a need for a central contact to organize the downtown merchants. We cannot lose faith in the downtown and we need to continue to revitalize it.

Councilman Chip King stated that he was in favor of both the Main Street program and the Historic Preservation program for revitalization of downtown.

Mandi Reading, downtown business owner of Shotgun CrossFit, explained to City Council that she has resided in Uvalde with her family for the last 4 years. Previously her family had always lived in big cities. Living in Uvalde, her family enjoys the downtown, movies on the plaza and getting out with family and seeing friends and connecting. She wanted to extend her appreciation to the Main Street Program.

Mayor Pro Tem Rogelio Munoz explained that at a previous City Council meeting he did not think it was economically feasible to continue with the program but that perhaps another year would give the program an opportunity to grow with the understanding to review the merits next year.

Councilman Stephen E. Balke made a motion to approve Agenda Item 7F. Councilman John H. Flores, Jr. seconded the motion. Motion carried 6-0.

Agenda Item No. 8 - Report

8A. Report by Debra Stifflemire, Executive Director of the Uvalde Convention & Visitors Bureau for the 3rd Quarter 2015.

City Council heard from Debra Stifflemire, Executive Director, the 3rd Quarter 2015 Report for the Uvalde Convention & Visitors Bureau.

8B. Report by Kasie Morgan Main Street Manager & Civic Center Manager for the 3rd Quarter 2015.

City Council heard from Kasie Morgan, Main Street Manager & Civic Center Manager the 3rd Quarter Report for the Civic Center.

Agenda Item No. 9 – Council Discussion

9A. Further discussion regarding the Historic Preservation Ordinance and Preservation Board.

Mayor Pro Tem Rogelio Munoz explained that he was a student of history and that it seems ironic that he is against the Historic Preservation Board Ordinance. He feels that there is not uniformity of character present in downtown Uvalde. He does not like that an unelected Board is making decisions that hamper small businessmen. The Ordinance prohibits behavior which in turn prohibits growth. In addition, the Board does not reflect the ethnicity of the community.
Councilwoman Margaret Palermo stated that the Historic Preservation Ordinance is driving people out of business. She stated that a building should have some history aside from age to make it historical.

Councilman Chip King stated that he felt Council is being incredibly short-sited since these programs have been in existence for only 3 years and that more time is needed to see these program implement measurable changes.

Councilman Stephen E. Balke stated that there must be a compromise that can be reached.

Susan Anderson, City Planner and Historic Preservation Officer, explained to Mayor Pro Tem Rogelio Munoz that per his request the ordinance was amended a month ago to waive filing fees and to allow administrative approval of signage. Susan Anderson went on to explain that business owners are not delayed by the Board but, that in fact, special meeting have been called to accommodate the needs of applicants to have a hearing. Mrs. Anderson agreed that the paint color approval could be done away with from the ordinance. The only reason paint color was included in the Historic guidelines was at the direction of a previous City Attorney. The makeup of the Board is not reflective of the community but that it was what the Certified Local Government Board required in order to get the certification. Most current board members do live in the downtown and have historic homes.

Nancy Bennet, citizen and member of the Historic Preservation Board, addressed City Council and strongly suggested the need for the Historic Preservation Board and explained that a compromise could be reached.

Kalyn Wilson, downtown business owner of the Tea Room, explained that she had to go before the Historic Preservation Board for signage. She would like to see the rules consistency enforced.

Susan Anderson also explained that the Ordinance for the Historic Preservation Board does include an appeal mechanism to the City Council.

City Council adjourned for a short break at 7:56 p.m. City Council reconvened into chambers at 8:04 p.m.

Discussion regarding proposed purchase of ladder truck for the Uvalde Volunteer Fire Department.

Fireman Paul Stevens and Chief Richard Williams of the Uvalde Volunteer Fire Department spoke in favor of the City purchasing a ladder truck and the necessity due to the layout and structure of buildings for fighting fires in Uvalde.
Agenda Item No. 10 – Executive Session
The City Council of the City of Uvalde, Texas, will convene into executive session in accordance with the purposes permitted by the Open Meetings Act:

10A. Convene into Executive Session pursuant to Section 551.071, Texas Government Code, consultations with attorney regarding settlement of pending litigation regarding hotel occupancy tax against Uvalde Hotel Corporation.

City Council convened into Executive Session at 8:15 p.m.

Agenda Item No. 11 – Reconvene from Executive Session
11A. Consider and act on retaining legal services of Knight and Partners in a pending lawsuit against Uvalde Hotel Corporation.

City Council reconvened from Executive Session at 8:26 p.m. No action taken.

Agenda Item No. 12 – Adjournment
Motion for adjournment made by Councilman Chip King. Motion to adjourn was seconded by Stephen E. Balke. Motion carried 6-0. Meeting adjourned at 8:26 p.m.

___________________________
Don McLaughlin, Jr. Mayor

Attest:

______________________________
Susan M. Stewart, City Secretary
## Accounts Payable in Excess of $5,000.00
For Period Ending November 6, 2015
Requesting Approval to **Release** Payment

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<th>Description</th>
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<th>Account Number and Amount</th>
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<td>Waste water fee FY 16</td>
<td>Sewer</td>
<td>711-83-00-6366 $15,638.15</td>
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<td>Retirement</td>
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***The following payments are being held and will be released upon approval for Release***

**Tax Note Items:**

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011
THIS HARDWARE MAINTENANCE AND SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES AGREEMENT ("Agreement") is made effective as of the date set forth below, by and between Election Systems & Software, LLC, a Delaware Limited Liability Company ("ES&S") and the City of Uvalde, Texas ("Customer").

RECITALS:

A. ES&S has sold to Customer the proprietary voter tabulation equipment ("Equipment") and licensed the software ("Software") described on Attachment 1 and Customer now desires to obtain maintenance services for such Equipment and license, maintenance and support services for such Software.

B. ES&S has agreed to provide such services, subject to the terms and conditions of this Agreement.

C. This Agreement supersedes and replaces in their entirely any and all prior agreements between ES&S and Customer respecting maintenance services for such Equipment and license, maintenance and support services for such Software.

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

ARTICLE I
GENERAL

1. Term; Termination. This Agreement for Hardware Maintenance and Software License, Maintenance and Support Services shall be in effect for the coverage period as described in Attachment 1 (the "Initial Term"). Upon expiration of the Initial Term, this Agreement shall automatically renew for an unlimited number of successive Two-Year Periods (each a "Renewal Period") until this Agreement terminated by the first to occur of (a) either party's written election not to renew, which shall be delivered to the other party at least sixty (60) days prior to the end of the Initial Term or any Renewal Period, as applicable, (b) the date which is thirty (30) days after either party notifies the other that it has materially breached this Agreement, if the breaching party fails to cure such breach (except for a breach pursuant to subsection (e), which will require no notice), (c) the date which is thirty (30) days after ES&S notifies Customer that it is no longer able to procure replacement parts that may be needed in order to perform the Hardware Maintenance Services contemplated hereunder, (d) the date on which the Equipment or firmware installed thereon is no longer certified by federal and/or state authorities for use in Customer's jurisdiction, or (e) the date which is thirty (30) days after Customer fails to pay any amount due to ES&S under this Agreement. The termination of this Agreement shall not relieve Customer of its liability to pay any amounts due to ES&S hereunder and shall only entitle Customer to a prorated refund of any fees already paid to ES&S in the event that this is Agreement is terminated pursuant to subsection 1(c) or 1(d) above.

2. Fees. In consideration for ES&S' agreement to provide Hardware Maintenance Services and Software License, Maintenance and Support Services under this Agreement, Customer shall pay to ES&S the Hardware Maintenance and Software License, Maintenance and Support Fees set forth on Attachment 1 for the Initial Term and any Renewal Periods. The Hardware Maintenance and Software License, Maintenance and Support Fees for the Initial Term are due as set forth on Attachment 1. The Hardware Maintenance and Software License, Maintenance and Support Fees for any Renewal Period shall be the then current fees in effect and are due and payable no later than thirty (30) days prior to the beginning of such renewal period. The Software License, Maintenance and Support Fee shall be comprised of (i) a fee for the Software License, Maintenance and Support provided for the ES&S Firmware, and (ii) a fee for the Software License, Maintenance and Support provided for all other ES&S Software, and shall be in addition to any fees or charges separately referred to in any Section of this Agreement. If Customer elects to receive Software License, Maintenance and Support for an Add-On or New Product during the Initial Term or any Renewal Period thereof, ES&S will charge an incremental
Software License, Maintenance and Support Fee for such services. In the event Customer terminates this Agreement through no fault of ES&S and later desires to subscribe for a Hardware Maintenance and Software License, Maintenance and Support plan, or otherwise changes its Hardware Maintenance and Software License, Maintenance and Support plan with ES&S during the Initial Term or any Renewal Period thereof, ES&S will charge the Customer its then current contract administration fee in order to process such new subscription for, or change in, Hardware Maintenance and Software License, Maintenance and Support plan coverage.

ARTICLE II
HARDWARE

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

   a. **Routine Maintenance Services.** An ES&S Representative shall provide such services as may be necessary to keep the Products working in accordance with their Documentation, normal wear and tear excepted (“Normal Working Condition”). The services provided by ES&S pursuant to this Subsection 1(a) are referred to herein as “Routine Maintenance Services.” Routine Maintenance Services shall be provided once each Twenty-Four (24) Months during the Initial Term or any Renewal Period thereof. Generally, Routine Maintenance Services shall include cleaning, lubrication, diagnostic check, and calibration services. The Routine Maintenance Services shall not include the repair or replacement of any ES&S Equipment components that are consumed in the normal course of operating the Equipment, including, but not limited to, printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices. Customer may request that Routine Maintenance Services be performed more than once during the Initial Term or any Renewal Period. Any such request shall be made at least sixty (60) days before the Routine Maintenance Services are desired. The per-unit fee for such additional Routine Maintenance Services is set forth on Attachment 1 and shall be due within thirty (30) days after invoice date. At the request of Customer, ES&S shall provide a reasonably detailed record of all Routine Maintenance Services performed with respect to the Products. ES&S will schedule the Routine Maintenance Services with Customer. The Routine Maintenance Services will be performed at Customer’s Designated Location. Customer’s “Designated Location” shall mean Customer’s owned or leased facility at which Customer desires ES&S to perform the Hardware Maintenance Services.

   b. **Repair Services.**

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

      ii. **Defects Due to Customer Actions or Omissions.** If a defect or malfunction occurs in any Product as a result of (1) repairs, changes, modifications or alterations not authorized or approved by ES&S, (2) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S or (3) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, flooding, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations, and utility or communication interruptions, rodent infestation, or if Customer does not notify ES&S within 72 hours after it knows of the defect or malfunction or is otherwise not in compliance with its obligations hereunder, Customer shall pay ES&S for the Repair Services at ES&S’ then-current rates, as well as for the cost of all parts used in connection with such Repair Services.
iii. **Timing.** The date(s) on which any Repair Services shall be provided shall be mutually agreed upon by ES&S and Customer. If Customer requires ES&S to provide “emergency” Repair Services (which shall be defined as Repair Services that are provided by ES&S within 48 hours after Customer notifies ES&S of the need therefore), and such emergency Repair Services are not needed as a result of an action, error or omission by ES&S, Customer shall pay a surcharge, as set forth on Attachment 1.

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

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

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

e. **Storage.** When not in use, Products should be stored in a clean, secure environment. During operation of the Products, the facility temperature range should be 50° to 104° and the moisture range should be 10% to 50% relative humidity.

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

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

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

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

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

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

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

3. Term of License. The licenses granted in Section 1 shall commence upon the delivery of the ES&S Software described in Section 1 and shall continue for a one-year period (the “Initial License Term”). Upon expiration of the Initial License Term, the licenses shall automatically renew for an unlimited number of successive one-year periods (each a “License Renewal Term”) upon the payment by Customer of the annual software license and software maintenance and support fee as set forth on Attachment 1. ES&S may terminate either license if Customer fails to pay the consideration due for, or breaches Sections 1, 2, or 4 with respect to, such license. Upon the termination of either of the licenses granted in Section 1 for ES&S Software or upon Customer’s discontinuance of the use of any ES&S Software, Customer shall immediately return such ES&S Software and the related Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.

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

5. **Indemnification By Customer.** To the fullest extent permitted under applicable law, Customer shall indemnify and hold harmless ES&S from and against any and all claims, damages, amounts paid in settlement and reasonable fees and costs (including reasonable attorneys’ fees) (collectively “Adverse Consequences”) arising out of or relating to the following:

   a. Any claim that any of the ES&S Equipment or ES&S Software infringes upon any third party’s copyright, trademark or patent existing as of the date hereof (a “Third Party Infringement Claim”) resulting from (i) Customer’s failure to timely or properly install and use any Update provided to it by ES&S; (ii) the use of any ES&S Equipment or ES&S Software in combination with other equipment, hardware or software not meeting ES&S’ specifications for use with such ES&S Equipment or ES&S Software; or (iii) Customer’s modification or alteration of any item of ES&S Equipment or ES&S Software without the prior written consent of ES&S;

   b. Any claims by Third Parties arising out of or relating to the use or misuse by Customer, its employees and any other persons under its authority or control (“Customer’s Representatives”) of any Third Party Items; and

   c. Customer’s election not to receive, or to terminate, ES&S Hardware Maintenance Services or ES&S Software License and Maintenance and Support.

ES&S shall notify Customer immediately if it becomes aware of any claim for which it may be entitled to indemnification under this Section 5, and hereby gives Customer full and complete authority, and shall provide such information and assistance as is necessary (at Customer’s expense with respect to reasonable out-of-pocket costs), to enable Customer to defend, compromise or settle any such claim.

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

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

2. **Updates.** During the Initial License Term or any License Renewal Term, ES&S may provide new releases, upgrades or maintenance patches to the ES&S Software, together with appropriate Documentation (“Updates”), on a schedule defined by ES&S. Customer is responsible for obtaining any upgrades or purchases of Third Party Items required to operate the Updates. All Updates shall be deemed to be ES&S Software for purposes of this Agreement upon delivery. Customer may install the Updates in accordance with ES&S’ recommended instructions or may request that ES&S install the Updates. ES&S may charge Customer at its then-current rates to (i) deliver the Updates to the Customer, (ii) train Customer on Updates, if such training is requested by Customer; (iii) install the Updates or (iv) provide maintenance and support on the ES&S Software that is required as a result of Customer’s failure to timely or properly install an Update. Customer shall be responsible for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee which is caused by Customer’s failure to install and use the most recent Update provided to it by ES&S. If Customer proposes changes in the ES&S Software to ES&S, such proposals will become ES&S’ property. ES&S may, in its sole discretion, elect to make or not to make such changes without reference or compensation to Customer or any third party. ES&S represents to Customer that the Updates will comply with all applicable state law requirements at the time of delivery. Customer shall be responsible to ensure that it has installed and is using only certified versions of ES&S Software in accordance with applicable law. Customer shall pay ES&S for any Update which is required due to a change in state or local law.
3. **Conditions.** ES&S shall not provide Software License, Maintenance and Support for any item of ES&S Software if such item requires such services as a result of (a) repairs, changes, modifications or alterations not authorized or approved by ES&S, (b) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S, (c) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, (d) Customer's failure to timely and properly install and use the most recent update provided to it by ES&S, (e) Customer's failure to notify ES&S within three (3) business days after Customer knows of the need for such services, or (f) if Customer is otherwise not in compliance with its obligations under this Agreement. Any such Software License, Maintenance and Support shall be provided at the fees to be agreed upon by the parties if and when the need for such Software License, Maintenance and Support arises. Replacement versions of Software requested by Customer as a result of items set forth in this Section 3 or as a result of Customer's actions or inactions shall be billable to Customer at ES&S' then current rates.

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

5. **Reinstatement of Software License, Maintenance and Support.** If the Initial Term or any Renewal Period thereof expires without being renewed, Customer may thereafter receive a Software License and resume receiving Software Maintenance and Support upon (a) notification to ES&S, (b) payment of all fees, including a reinstatement charge, which would have been due to ES&S had the Initial Term or any Renewal Period not expired, and (c) the granting to ES&S of access to the ES&S Software, so that ES&S may analyze it and perform such maintenance as may be necessary before resuming the Software License, Maintenance and Support services.

**ARTICLE V**

**MISCELLANEOUS**

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

2. **Limitation of Liability.** Neither party shall be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. Any action by Customer against ES&S must be commenced within one (1) year after the cause of action has accrued. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of the Equipment and Software to achieve Customer's intended results; (b) the use of the Equipment and Software; (c) the results obtained from the use of the Equipment and Software; (d) the selection of, use of and results obtained from any equipment, software or services not provided by ES&S and used with the Equipment or Software; or (e) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of ES&S to perform. ES&S shall not be liable under this Agreement for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee that is caused by (y) Customer's failure to timely or properly install and use the most recent Update, or the second most recent Update, provided to it by ES&S or (z) Customer's
election not to receive, or to terminate, the Hardware Maintenance Services or the Software License and Maintenance and Support.

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

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

5. **Assignment.** Except in the case of a sale, transfer or assignment of all or substantially all of the assets of ES&S to a successor who has asserted its intent to continue the business of ES&S, neither party may assign or transfer this Agreement or assign, subcontract or delegate any of its rights, duties or obligations hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed. ES&S may assign its right to receive payments under this Agreement to such third party(ies) as ES&S may desire without the prior consent of Customer, provided that ES&S provides written notice (including evidence of such assignment) to Customer thirty (30) days in advance of any payment(s) so assigned.

6. **Entire Agreement.** This Agreement, including all exhibits hereto, shall be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns. This Agreement, including Attachment 1 (which is specifically incorporated herein by this reference), contains the entire agreement of the parties with respect to the subject matter hereof and supersedes and replaces any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. In the event of any conflict between a provision contained in an Attachment to this Agreement and these General Terms, the provision contained in the Attachment shall control. No waiver, amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Customer resides, without regard to its conflicts of laws principles. The parties agree that venue for any dispute or cause of action arising out of or related to this Agreement shall be in the state and federal courts of the United States located in the State in which the Customer resides. ES&S is providing Equipment, Software and services to Customer as an independent contractor, and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. ES&S may engage subcontractors to provide certain of the Equipment, Software or services, but shall remain fully responsible for such performance. The provisions of Article II, Section 1(f) and Article III, and Article IV, Sections 1-6 shall survive the termination of this Agreement, to the extent applicable.

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

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

CITY OF UVALDE, TEXAS
P.O. Box 799 – 101 E. Main Street
Uvalde, TX  78802
Fax No.: N/A

Signature

Signature

Name (Printed or Typed)

Name (Printed or Typed)

Title

Title

Date

Date
### PRICING SUMMARY AND PAYMENT TERMS

#### Sale Summary:

<table>
<thead>
<tr>
<th>Description</th>
<th>Refer To</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>ES&amp;S Hardware Maintenance Fees</td>
<td>Attachment 1</td>
<td>$7,330.00</td>
</tr>
<tr>
<td>ES&amp;S Firmware License, Maintenance and Support Fees</td>
<td>Attachment 1</td>
<td>$2,880.00</td>
</tr>
<tr>
<td><strong>Total Maintenance Fees for the Initial Term:</strong></td>
<td></td>
<td><strong>$10,210.00</strong></td>
</tr>
</tbody>
</table>

#### Terms & Conditions:

**Note 1:** Any applicable state and local taxes are not included, and are the responsibility of Customer.

**Note 2:** **Invoicing and Payment Terms are as Follows:**

- $501.00 was paid on January 29, 2015, Check Number 106202, Invoice Number 918819 for the Coverage Period of April 1, 2015 through March 31, 2016.
- $2,051.50 due upon Contract Execution for the Coverage Period of April 1, 2015 through March 31, 2016.
- $2,552.50 due on or before March 1, 2016 for the Coverage Period of April 1, 2016 through March 31, 2017.
- $2,552.50 due on or before March 1, 2017 for the Coverage Period of April 1, 2017 through March 31, 2018.
- $2,552.50 due on or before March 1, 2018 for the Coverage Period of April 1, 2018 through March 31, 2019.

**Note 3:** In the event the Customer subsequently acquires any ES&S Equipment and or ES&S Software, the post warranty maintenance and support periods will be adjusted to synchronize the dates in order to conform with the current term.
## Attachment 1

### ES&S HARDWARE MAINTENANCE DESCRIPTION AND FEES

**Initial Maintenance Term:** April 1, 2015 through March 31, 2019

<table>
<thead>
<tr>
<th>Qty</th>
<th>Description</th>
<th>Coverage Period</th>
<th>Annual Maintenance Fee Per Unit</th>
<th>Maintenance Fee In Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>7</td>
<td>Model 100 Precinct Scanner</td>
<td>4/1/2015 through 3/31/2016</td>
<td>$135.00</td>
<td>$945.00</td>
</tr>
<tr>
<td>5</td>
<td>AutoMARK Voter Assist Terminal</td>
<td>4/1/2015 through 3/31/2016</td>
<td>$177.50</td>
<td>$887.50</td>
</tr>
<tr>
<td></td>
<td><strong>Total Maintenance Fees for the Coverage Period</strong></td>
<td><strong>April 1, 2015 through March 31, 2016</strong></td>
<td><strong>$1,832.50</strong></td>
<td></td>
</tr>
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<tr>
<td></td>
<td><strong>Total Hardware Maintenance Fees for the Initial Term</strong></td>
<td></td>
<td><strong>$7,330.00</strong></td>
<td></td>
</tr>
</tbody>
</table>

**Note 1:** The Per-Unit Fees if Customer requests more than one Routine Maintenance visit in a 24-month period shall be 75% of the then current maintenance fee per unit.

**Note 2:** Surcharge for Emergency Repair Services shall be 150% of the then current maintenance fee per unit.

**Note 3:** Customer’s Designated Location: City of Uvalde, Texas

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

**Note 5:** Upon expiration of the Initial Term, this Agreement shall automatically renew as set forth in Article I, Section 1.

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

1. Telephone Support.
2. Issue Resolution.


   - Onsite scheduled maintenance inspection per Article 2, Section 1a. The inspection includes:
     - Service performed by an ES&S trained and certified technician.
     - Performance of factory approved diagnostics on the unit, identifying and making adjustments where necessary as indicated by the testing.
     - Replacement of worn or defective with new or remanufactured federally and state certified parts.
     - Conducting a final test to verify that the unit is working according to manufacturer’s specifications.
     - Use of a checklist tailored for each piece of equipment.
     - Update of maintenance records which are kept by serial number and available to you through your ES&S Web-based portal.

5. Repair Services.
   - Customer receives coverage for interim repair calls.
     - Interim calls may be scheduled during the regular Routine Maintenance Services event or scheduled in conjunction with other service work being performed in close proximity of Customer’s location if they are not election critical.
     - A Product may be sent to ES&S’ Depot location for repairs at a time to be mutually agreed upon by ES&S and Customer.

   - Customer has access to the ES&S Help Desk for assistance.
   - The customer receives priority on service calls.
   - The customer receives priority on response time.
   - The customer receives priority on certified ES&S parts inventory.

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

Initial License and Maintenance Term: April 1, 2015 through March 31, 2019

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

<table>
<thead>
<tr>
<th>Qty</th>
<th>Description</th>
<th>Coverage Period</th>
<th>Annual Firmware License, Maintenance and Support Fee Per Unit</th>
<th>Firmware License, Maintenance and Support Fee In Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>7</td>
<td>Model 100 Precinct Scanner</td>
<td>4/1/2015 through 3/31/2016</td>
<td>$60.00</td>
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<td>5</td>
<td>AutoMARK Voter Assist Terminal</td>
<td>4/1/2015 through 3/31/2016</td>
<td>$60.00</td>
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<td></td>
<td><strong>Total License, Maintenance and Support Fees for the Coverage Period April 1, 2015 through March 31, 2016</strong></td>
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<td></td>
<td><strong>$720.00</strong></td>
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<td></td>
<td></td>
<td><strong>$720.00</strong></td>
</tr>
</tbody>
</table>

**Total Firmware License, Maintenance and Support Fees for the Initial Term** $2,880.00

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

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

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

Software License, Maintenance and Support and Hardware Maintenance and Support Services – Customer Responsibilities
1. Customer shall have completed a full software training session for each product selected.
   - Customer shall have completed training at a proficiency level to successfully use the hardware (firmware) and software products.
   - Customer shall have the ability to install firmware and application software and make changes to date and time settings.
   - Customer shall have the ability to change consumable items. Any other changes made by the customer must be pre-approved in writing by ES&S.
   - Customer shall store the Equipment in accordance with ES&S requirements set forth herein.

2. Customer shall have reviewed a complete set of User Manuals.

3. Customer shall have reviewed Training Checklists.

4. Customer shall be responsible for the installation and integration of any third party hardware or software application or system purchased by the customer, unless otherwise agreed upon, in writing, by the parties.

5. Customer shall be responsible for data extraction from Customer voter registration system.

6. Customer shall be responsible for implementation of any security protocols physical, network or otherwise which are necessary for the proper operation of the ES&S Equipment and ES&S Software.

7. Customer shall be responsible for the acceptance of the Equipment and Software, unless otherwise agreed upon, in writing, by the parties.

8. Customer shall be responsible for the design, layout, set up, administration, maintenance or connectivity of the Customer’s network.

9. Customer shall be responsible for the resolution of any errors associated with the Customer’s network or other hardware and software not purchased or recommended by ES&S and not otherwise identified in the User Guides as part of ES&S’ Equipment and Software.

10. Customer shall be responsible for all costs associated with diagnosing ballot printing problems resulting from the use of non-ES&S Ballot Partner Printers ballots.
October 28, 2015

City of Uvalde
3774 FM 481
Uvalde, TX 78801

Dear City of Uvalde Landfill Department,

This Service agreement for your scrap tire disposal shall be for a period of a year, beginning as of November 2015 and terminated on September 2016. This will pick up 3 scheduled loads per month at the rate of $1,150.00 per load. This contract may be extended for an additional year upon mutual agreement of the parties. Pricing of this contract for the extension will remain the same unless a price adjustment has been made and both parties are in mutual agreement.

Respectfully,

Penelope M. Oaks – De La Garza
Notice of Public Hearing

Notice is Hereby Given to All interest Persons, that:

The City of Uvalde, Texas proposes to institute annexation proceedings to enlarge and extend the boundary limits of said city to include the following described territory, to wit:

Being 9.27 acres of land lying wholly within Survey No. 70, Jose G. Baron, Original Grantee, Abstract 31, Uvalde County, Texas, out of that certain 18 acres described in two tracts from Ed Sims, et ux, to Wilson D. Ryland on 15 July 1971 and recorded in Volume 182, pages 85-87, of the Deed Records of Uvalde County, Texas.

A public hearing will be held by and before the City County of the City of Uvalde, Texas on the 10th day of November, 2015 at 6:00 p.m. in the City Council Chambers of the City Hall of the City of Uvalde 101 E. Main Street, Uvalde, Texas 77801 for all persons interested in the above proposed annexation. At said time and place all such persons shall have the right to appear and be heard. Of all said matters and things, all persons interested in the things and matters herein mentioned, will take notice.

Susan M. Stewart, City Secretary
CITY OF UVALDE
Uvalde, Texas
P.O. BOX 799, 78802-0799
(830) 278-3315
FAX: (830) 278-2234

OUTSIDE THE CITY LIMITS
APPLICATION FOR UTILITY SERVICE

Name  Vivian Manry           Date  10-2-15

Mailing Address  7 Lost Oaks, Uvalde, TX 78801
aka  n Tinsley Lane

Home Number  830) 278-5802   Work Number  

Physical location of utility (if different from mailing address)  

Type of service requested  water

*Note: When applying for sewer services, applicant must also apply for City water services.

Property size (acres/square footage)  1.3 acre

Is property legally platted as a subdivision?  no

Is service requested for an existing structure?  yes - house

If yes, when was it built?  1990

Is service requested for new construction?  no

If yes, what type?  Residential  commercial  mobile home

Are you connected to the City Sewer System?  no

If available, will you connect to City Sewer System?  probably

How are you receiving water service presently? (For example, from a water well, from neighbor, no water service, etc.)  no water service  dried up + burned out

I understand availability does not constitute APPROVAL and final approval must be granted by the City Council at a Regular scheduled meeting. I also understand that I will be notified of the meeting date and if the utility service is granted, and I will have to abide by all City rules and regulation concerning utility service.

Vivian Manry

Signature

City Council Action: Approval  Disapproval
City of Uvalde
Outside the City Limits
Water Service Criteria

1. Is municipal wastewater service available within 200 feet of the property?
   - Yes: Water service may be allowed after applicant ties to the municipal wastewater system at the applicant's expense and has passed inspection by the City of Uvalde. (Stop here; do not continue to next question.)
   - No: Continue to question No. 2

2. Will the applicant extend the municipal wastewater main to the property?
   - Yes: Water service may be allowed after applicant ties to the municipal wastewater system at the applicant's expense and has passed inspection by the City of Uvalde. (Stop here; do not continue to next question.)
   - No: Continue to question No. 3

3. Is the applicant's property at least 20,000 square feet?
   - Yes: Water service may be allowed after applicant installs an approved septic tank system at the applicant's expense, which has passed inspection by the County – City Health Department.
   - No: Water service will not be allowed.

- All connections to the municipal water and wastewater systems are subject to City Council approval.
- Meeting the criteria listed above does not constitute the right of the applicant to water service.
- All applicants are subject to other terms and conditions not listed above.
- The City of Uvalde reserves the right to refuse service to any applicant for any reason.
CITY OF UVALDE

UTILITY EXTENSIONS OUTSIDE THE CITY LIMITS AGREEMENT

In return for the City of Uvalde providing utility services to my property outside the City limits at the referenced address, I have read and hereby agree to the following:

1. If the City ever desires or initiates proceedings to annex my property, I agree to support such annexation when presented to the City Council.

2. I agree to pay the City a monthly charge for the utility service at a rate of two (2) times the rate paid inside the City limits.

3. I shall not connect any additional dwellings or structure onto the City service lines without first notifying and receiving permission from the City of Uvalde Utility Office.

4. I shall perform no plumbing work requiring an inspection by the City of Uvalde Plumbing Inspector without obtaining a plumbing permit.

**Note: You or your representative must attend the Regular City Council meeting to answer any questions from the Council or the public. The City will inform you of the date of the Council meeting.

Vivian Manry

Name of Person Requesting Utility Service

7 Lost Oaks, Uvalde, TX 78881

830) 278-5802

Mailing Address and Phone Number

Robert

Witness

10-2-15

Date

City Manager's Approval

This application was approved _____ or disapproved _____ at the Regular City Council Meeting held on ____________________________

City Secretary
Memo

October 5, 2015
Vince DiPiazza
City Manager

Re: Request for OCL Utility Service at 7 Lost Oaks

Vivian Manry is requesting city sewer service for property located at 7 Lost Oaks which is 1.3 acre in size. The area adjacent to the requested location is residential. All the plumbing must be done by a licensed master plumber who has been issued all the appropriate permits and passed all inspections done by the City.

If an irrigation system, a water well, or a swimming pool is located on the property, or installed at a later date, a Reduce Pressure Principle Assembly (RP) Backflow Preventer must be installed by a license installer and checked prior to receiving water services and checked on an annual basis thereafter by a license Backflow Prevention Assembly Tester. Therefore, under the above stated conditions the staff is recommending approval.

Thanks,

Richard Lara
Building Official and
Plumbing Inspector PI#2929
City of Uvalde
MEMO

To: Vince Dipizza

From: Juan Zamora

Date: October 26, 2015

Ref: OCL- #7 Lost Oaks, (Tinsley Lane)

I recommend that Vivian Manry be allowed to tie into the City water system with the following exceptions. He must be tied to an approved septic system first or the City's sewer system and all work must be done by a licensed plumber, inspected and approved by the City. If a sprinkler system is to exist a separate meter must be installed also a backflow must be installed and tested by an approved license backflow specialist. Only one connection will be allowed per meter. All materials and labor will be at customer expense. Water is available by the property. If any rock conditions exist there will be a cost adjustment. Cost estimate is for a ¾ inch meter set is $969.36.

Note: If any High Hazard condition exist there must be a backflow device installed.
CITY OF UVALDE
Uvalde, Texas
P.O. Box 799, 78802-0799
(830) 278-3315
FAX: (830) 278-2234

OUTSIDE THE CITY LIMITS
APPLICATION FOR UTILITY SERVICE

Name  
Mailing Address  
Home Number  
Work Number  
Physical location of utility (if different from mailing address)
Type of service requested
*Note: When applying for sewer services, applicant must also apply for City water services.

Property size (acres/square footage)

Is property legally platted as a subdivision?

Is service requested for an existing structure?

If yes, when was it built?

Is service requested for new construction?

If yes, what type?

Are you connected to the City Sewer System?

If available, will you connect to City Sewer System?

How are you receiving water service presently? (For example, from a water well, from neighbor, no water service, etc.)

I understand availability does not constitute APPROVAL and final approval must be granted by the City Council at a Regular scheduled meeting. I also understand that I will be notified of the meeting date and if the utility service is granted, and I will have to abide by all City rules and regulation concerning utility service.

Signature

City Council Action: Approval  Disapproval
City of Uvalde
Outside the City Limits
Water Service Criteria

1. Is municipal wastewater service available within 200 feet of the property?

   ____ Yes: Water service may be allowed after applicant ties to the municipal wastewater system at the applicant’s expense and has passed inspection by the City of Uvalde. (Stop here; do not continue to next question.)

   X  No: Continue to question No. 2

2. Will the applicant extend the municipal wastewater main to the property?

   ____ Yes: Water service may be allowed after applicant ties to the municipal wastewater system at the applicant’s expense and has passed inspection by the City of Uvalde. (Stop here; do not continue to next question.)

   X  No: Continue to question No. 3

3. Is the applicant’s property at least 20,000 square feet?  

   ____ Yes: Water service may be allowed after applicant installs an approved septic tank system at the applicant’s expense, which has passed inspection by the County – City Health Department.

   ____ No: Water service will not be allowed.

- All connections to the municipal water and wastewater systems are subject to City Council approval.

- Meeting the criteria listed above does not constitute the right of the applicant to water service.

- All applicants are subject to other terms and conditions not listed above.

- The City of Uvalde reserves the right to refuse service to any applicant for any reason.
CITY OF UVALDE
UTILITY EXTENSIONS OUTSIDE THE CITY LIMITS AGREEMENT

In return for the City of Uvalde providing utility services to my property outside the City limits at the referenced address, I have read and hereby agree to the following:

1. If the City ever desires or initiates proceedings to annex my property, I agree to support such annexation when presented to the City Council.

2. I agree to pay the City a monthly charge for the utility service at a rate of two (2) times the rate paid inside the City limits.

3. I shall not connect any additional dwellings or structure onto the City service lines without first notifying and receiving permission from the City of Uvalde Utility Office.

4. I shall perform no plumbing work requiring an inspection by the City of Uvalde Plumbing Inspector without obtaining a plumbing permit.

**Note: You or your representative must attend the Regular City Council meeting to answer any questions from the Council or the public. The City will inform you of the date of the Council meeting.

[Signature]
Name of Person Requesting Utility Service
Outside the City Limits of Uvalde

[Signature]
Witness

[Phone Number]
Mailing Address and Phone Number

[Date]
Date

City Manager’s Approval

This application was approved _______ or disapproved _______ at the Regular City Council Meeting held on _____________________________.

City Secretary
City of Uvalde

Memo

October 21, 2015

Vince DiPiazza
City Manager

Re: Request for OCL Utility Service at 227 Barnes Road

Craig and Helen Cox are requesting city sewer service for property located at 227 Barnes Road which is 1 acre in size. The area adjacent to the requested location is residential. All the plumbing must be done by a licensed master plumber who has been issued all the appropriate permits and passed all inspections done by the City.

A Reduce Pressure Zone (RPZ) Backflow Preventer must be installed for any outside city services (OCL) request. This location may or may not have presently an irrigation system, a water well, swimming pool, or water trough which require an RPZ. Regardless, the possibility of any cross contamination occurring at that property, a Reduce Pressure Zone (RPZ) Backflow Preventer must be installed by a license installer and checked prior to receiving water services and checked on an annual basis there after by a license Backflow Prevention Assembly Tester. Therefore, under the above stated conditions the staff is recommending approval.

Thanks;

[Signature]

Richard Lara
Building Official and
Plumbing Inspector PI#2929
City of Uvalde
MEMO

To: Vince Dipizza

From: Juan Zamora

Date: October 26, 2015

Ref: OCL- 227 Barnes Road

I recommend that Craig & Helen Cox be allowed to tie into the City water system with the following exceptions. He must be tied to an approved septic system first or the City’s sewer system and all work must be done by a licensed plumber, inspected and approved by the City. If a sprinkler system is to exist a separate meter must be installed also a backflow must be installed and tested by an approved license backflow specialist. Only one connection will be allowed per meter. All materials and labor will be at customer expense. Water is available by the property. If any rock conditions exist there will be a cost adjustment. Cost estimate is for a 1” meter set is $950.55.

Note: If any High Hazard condition exist there must be a backflow device installed.
ORDINANCE NO. ______________________

AN ORDINANCE OF THE CITY OF UVALDE, TEXAS, AMENDING SUBSECTION 17.20.020 (B) OF, TITLE 17 - ZONING, UVALDE CODE OF ORDINANCES, TO ESTABLISH REGULATIONS FOR THE PARKING OF REGULATED VEHICLES, AS DEFINED IN SECTION 10.44.010 OF THE CITY CODE, BEING TRACTOR-TRAILER OR SEMI-TRAILER TYPE COMBINATIONS COMMONLY REFERRED TO AS EIGHTEEN WHEELERS IN RESIDENTIAL DISTRICTS; PROVIDING A PENALTY; PROVIDING FOR SEVERABILITY; AND PROVIDING EFFECTIVE DATE AND OPEN MEETINGS CLAUSES.

WHEREAS, the City Council of the City of Uvalde (the “City”) recognizes there is a large number of tractor-trailers or semi-trailers vehicles, commonly referred to as eighteen wheelers, operating within the City;

WHEREAS, due to the size and weight of these vehicles and the resulting damage to City’s roadway infrastructure, the City recognizes the need to regulate their operation and parking within the corporate boundaries of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF UVALDE, TEXAS, THAT:

Section 1. Findings of Fact. The above and foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact.

Section 2. Eighteen Wheeler Tractor Trailer Off Street Parking Regulations Adopted. Title 17 (Zoning), Uvalde Code of Ordinances, is hereby amended by amending section 17.20.020 (B), entitled Certain Uses to be Located by Special Permit, to allow for the issuance of a special use permit to permit the parking of regulated vehicles, as defined in section 10.44.010, such as tractor trailer combinations known as eighteen wheelers in residential areas of the City as follows:

<table>
<thead>
<tr>
<th>USE</th>
<th>SPECIAL CONDITIONS</th>
<th>DISTRICTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Off-street parking of Eighteen wheeler / tractor trailer type regulated vehicle</td>
<td>1. A resident of the City may, in appropriate conditions and circumstances, on or before January 1, 2016 and not thereafter, obtain a special use permit to park a regulated vehicle and empty trailer that are owned and operated by them on residential property that is owned and occupied by them.</td>
<td>All R</td>
</tr>
<tr>
<td></td>
<td>2. The residential property must connect to a public street by a paved driveway constructed in such a manner that minimizes damage to the street surface.</td>
<td></td>
</tr>
<tr>
<td>USE</td>
<td>SPECIAL CONDITIONS</td>
<td>DISTRICTS</td>
</tr>
<tr>
<td>-----</td>
<td>--------------------</td>
<td>-----------</td>
</tr>
<tr>
<td></td>
<td>Such driveway and parking area must have adequate drainage and be constructed of surface paving acceptable to the city.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>3. There must be adequate ingress and egress to allow the regulated vehicle safe maneuvering off and onto the public roadway.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>4. The permit must be prominently displayed on the windshield of the regulated vehicle during the time it is parked or operating in the residential area.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>5. Number of trucks per residential lot will be determined by available space and set-backs with a minimum space of 80x10’ per tractor/trailer combination or 30x10’ per tractor.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>6. The vehicle must have a current inspection, insurance, license plate, proof of ownership and be operational and ready for use. No such vehicle shall be used for living, sleeping or housekeeping purposes when parked or stored on a residential lot or any location approved for such use.</td>
<td></td>
</tr>
</tbody>
</table>

**Section 3. Amendment Of Ordinances.** Title 17 (Zoning), Uvalde Code of Ordinances, is hereby amended by adding the provisions for a special use permit as provided in this Ordinance, and all prior ordinances of the City or parts thereof are hereby amended to the extent of any conflict herewith, and all ordinances or parts thereof conflicting or inconsistent with the provisions of this Ordinance as adopted and amended herein, are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency between this Ordinance and any other code or ordinance of the City, the terms and provisions of this Ordinance shall govern.

**Section 4. Effective Date.** This Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov’t. Code*.

**Section 5. Severability.** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the
remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same
would have been enacted by the City Council without the incorporation of this ordinance of any
such invalid phrase, clause, sentence, paragraph or section. If any provision of this Ordinance shall
be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other
provisions or applications of this Ordinance which can be given effect without the invalid provision,
and to this end the provisions of this Ordinance are declared to be severable.

Section 6. Penalties. Any person convicted of violating any provision of this Section shall be
guilty of a misdemeanor and shall be subject to a fine in an amount not to exceed Five Hundred
Dollars ($500.00) and each day of such violation shall be a separate violation. Proof of a culpable
mental state shall not be required to establish a violation of this Ordinance.

Section 7. Enforcement. The administration of this Section shall be the responsibility of the
Police Department, code enforcement officers or such department, officer or employee of the City
designated by the City Council.

Section 8. Open Meetings. It is hereby officially found and determined that the meeting at
which this Ordinance is passed was open to the public as required and that public notice of the time,
place and purpose of said meeting was given as required by the Open Meetings Act, Ch. 551 Tex.
Gov’t. Code.

PASSED AND APPROVED on the ______ day of __________, 2015.

ATTEST: CITY OF UVALDE, TEXAS

Susan Stewart, City Secretary Don McLaughlin, Mayor
October 30, 2015

Honorable Mayor Don McLaughlin
City of Uvalde
P.O. Box 799
Uvalde, TX 78802

Dear Mayor McLaughlin:

Step 4 in our election of Board of Directors is delivery of the Official ballot as dictated by §6.03 of the Property Tax Code (PTC). Therefore, as Chief Appraiser, enclosed is the official ballot alphabetically listing all the candidates nominated by participating taxing units (Step 5) City of Uvalde shall cast its votes, by resolution adopted by your governing body, and submit the completed official ballot and copy of the resolution to the chief appraiser before December 15.

*Action required*

Step 4. CAD-delivers Official Ballot listing all candidates for election by October 30

**Step 5. Entity cast votes (By Resolution) and submits completed Ballot to Chief Appraiser by December 15**

Step 6. CAD Deliver Election results to entities and candidates by December 31

City of Uvalde entitled to 399 votes for the election of the three directorships to serve a two-year term effective January 1, of next year. The election results will be delivered by December 31th.

If you have any questions, please contact me and I will gladly assist you.

Respectfully submitted,

Albert M. Mireles, RPA
Chief Appraiser

Enclosure: Official Ballot
# of Votes

XC: Mr. Vince Di Piazza, City Manager, P.O. Box 799 Uvalde, TX 78802

*The Official Ballot reflects all nominees submitted (by resolution) to chief appraiser before deadline October 15th.*
Official Ballot  
Election of Board of Directors for the  
Uvalde County Appraisal District  
Fiscal Year 2016-2017  
Entity: City of Uvalde

<table>
<thead>
<tr>
<th>Candidate Name</th>
<th># of Votes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dean, Danny</td>
<td></td>
</tr>
<tr>
<td>Harrell, John</td>
<td></td>
</tr>
<tr>
<td>Porras, Sergio</td>
<td></td>
</tr>
<tr>
<td>Rogers, John</td>
<td></td>
</tr>
<tr>
<td>Yeackle, John</td>
<td></td>
</tr>
</tbody>
</table>

Please attach a copy of the resolution with the official ballot and return to Albert M Mireles, Chief Appraiser, Uvalde County Appraisal District 209 North High Street, Uvalde, and Texas 78801. Section §6.03 (k) of the Texas Property Tax Code requires the above action be taken by resolution.

I. ____________________________, presiding officer of the governing body for the City of Uvalde certify that this is the official ballot and distribution of votes submitted by City of Uvalde for the three directorships of the Uvalde County Appraisal District to serve a two-year term fiscal years 2016-2017.

__________________________  
Signature

__________________________  
Date

041
<table>
<thead>
<tr>
<th>Voting Entity</th>
<th># OF ENTITLED VOTES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Uvalde Consolidated ISD</td>
<td>1,017</td>
</tr>
<tr>
<td>Knippa ISD</td>
<td>96</td>
</tr>
<tr>
<td>Sabinal ISD</td>
<td>225</td>
</tr>
<tr>
<td>Nueces Canyon CISD</td>
<td>52</td>
</tr>
<tr>
<td>Leakey ISD</td>
<td>19</td>
</tr>
<tr>
<td>Utopia ISD</td>
<td>65</td>
</tr>
<tr>
<td>County of Uvalde (includes Cty Rd &amp; Fld)</td>
<td>928</td>
</tr>
<tr>
<td>City of Uvalde</td>
<td>399</td>
</tr>
<tr>
<td>City of Sabinal</td>
<td>22</td>
</tr>
<tr>
<td>SWTJC</td>
<td>177</td>
</tr>
</tbody>
</table>

Eligibility Requirements  
Sec. 6.03 Property Tax Code

To be eligible to serve on the board of directors, an individual other than a county assessor-collector serving as a nonvoting director must be a resident of the district and must have resided in the district for at least two years immediately preceding the date the individual takes office. An employee of a taxing unit that participates in the district is not eligible to serve on the board unless the individual is also member of the governing body or an elected official of a taxing unit that participates in the district. A person may not serve if that person owns property on which delinquent taxes have been owed to a taxing unit for more than 60 days after the date the person knew or should have known of the delinquency. Exceptions to this rule are: 1) the delinquent taxes are being paid under an installment payment agreement or 2) suit to collect the taxes has been deferred under Property Tax Code Sec.33.06 (over-65 deferral) or Sec. 33.065 (appreciating homestead deferral).
RESOLUTION 2015-___

WHEREAS, by Section 6.03 of the Property Tax code, the City of Uvalde is a voting member of the Uvalde County Appraisal District are elected annually; and

WHEREAS, by virtue of being a voting member, the City of Uvalde had 399 number of votes;

WHEREAS, they are entitled to cast 399 number of votes for the individual(s) to serve as directors of the appraisal district’s board of directors;

NOW THEREFORE, BE IT RESOLVED THAT, THE City Council for the City of Uvalde hereby casts the following number of votes for the individuals:

<table>
<thead>
<tr>
<th>Names</th>
<th>Votes</th>
</tr>
</thead>
</table>

DULY RESOLVED AND ADOPTED by the City Council of the City of Uvalde, Texas on this 10th of November, 2015.

CITY OF UVALDE

_____________________________________________________
Don McLaughlin, Jr., Mayor

ATTEST:

___________________________
Susan M. Stewart, City Secretary
REQUEST FOR PAYMENT FORM A203

Grant Recipient: City of Uvalde

Contract No.: 713114  Request No.: 1  Region: MRGDC

Note: All shaded field headers are interactive buttons that contain helpful information to complete this form.

<table>
<thead>
<tr>
<th>Activity Number</th>
<th>Budget B</th>
<th>This Request C</th>
<th>Total Drawn D</th>
<th>Balance (B-C-D)</th>
<th>% of Activity Budget Drawn</th>
</tr>
</thead>
<tbody>
<tr>
<td>20A - Planning, Urban Design</td>
<td>$ 55,000.00</td>
<td>$ 55,000.00</td>
<td>$ 0.00</td>
<td>100%</td>
<td></td>
</tr>
</tbody>
</table>

Total Grant Funds: $ 55,000.00  $ 55,000.00  $ 0.00

Matching Funds: $ 13,688.00  $ 13,688.00  $ 0.00

Note: Submit supporting documentation for all costs in Column C, including costs paid through matching funds.

Total Grant Funds Requested To Date: $ 55,000.00

Total Match Funds Expended To Date: $ 13,688.00  24.887

REMARCHES: (if construction funds are drawn and 0% match is reported, provide explanation)

ALL EXPENDITURES RELATED TO THIS CONTRACT MUST BE CONSISTENT WITH THE UNIFORM GRANT AND CONTRACT MANAGEMENT ACT, CHAPTER 783 OF THE TEXAS GOVERNMENT CODE AND 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS, FINAL GUIDANCE.

CERTIFICATION: By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

Don McLaughlin Jr.  Mayor

Name of 1st Authorized Certifying Official  Title  Signature of Authorized Certifying Official  Date

Joe A. Cardenas  Assistant City Manager

Name of 2nd Authorized Certifying Official  Title  Signature of Authorized Certifying Official  Date

Form must be signed and dated by authorized signatories. This form required as of October 15, 2015. All previous versions no longer valid.
November 10, 2015

Honorable Don McLaughlin Jr., Mayor
Honorable City Council Members
City of Uvalde
P O Box 799
Uvalde, Texas 78802

Ref: Invoice for Planning & Capacity Building Studies TxCDBG 713114
Invoice No. 1 & Final

Dear Mayor McLaughlin:

In accordance with the City of Uvalde’s contract with Esser & Company to provide Planning/Consulting Services for the above referenced project, we submit the following invoice for payment.

<table>
<thead>
<tr>
<th>ACTIVITIES</th>
<th>TXCDBG FUNDS</th>
<th>CITY FUNDS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic Planning Activities</td>
<td>$15,750.00</td>
<td>$3,150.00</td>
</tr>
<tr>
<td>Street System</td>
<td>$8,085.00</td>
<td>$1,617.00</td>
</tr>
<tr>
<td>Thoroughfares System</td>
<td>$7,350.00</td>
<td>$1,470.00</td>
</tr>
<tr>
<td>Storm Drainage System</td>
<td>$13,020.00</td>
<td>$2,604.00</td>
</tr>
<tr>
<td>Capital Improvements Program</td>
<td>$4,165.00</td>
<td>$3,521.00</td>
</tr>
<tr>
<td>Subdivision Ordinance</td>
<td>$5,880.00</td>
<td>$1,176.00</td>
</tr>
<tr>
<td>Certifications, Presentations Reports,</td>
<td>$750.00</td>
<td>$150.00</td>
</tr>
<tr>
<td>and Publications</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTALS</strong></td>
<td><strong>$55,000.00</strong></td>
<td><strong>$13,688.00</strong></td>
</tr>
</tbody>
</table>

| Contract Amount                        | $68,688.00    |
| Earned to Date                         | $68,688.00    |
| Previously Invoiced                    | $0.00         |

Amount Due                               | TxCDBG Funds  | City Funds  |
-----------------------------------------|---------------|-------------|
Amount Due                               | $55,000.00    | $13,688.00  |

Respectfully,

[Signature]

Carl Esser, Consultant
Esser & Company
RESOLUTION No. ____________
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UVALDE, TEXAS
ADOPTING THE 2015 PLANNING AND CAPACITY BUILDING STUDY AND
PLAN AND FINDING AND DETERMINING THAT THE MEETING AT WHICH
THIS RESOLUTION WAS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED
BY LAW.

WHEREAS, the City Council of Uvalde, Texas desires to develop a viable urban
community, including decent housing and a suitable living environment and expanding
economic opportunities, principally for persons of low/moderate income; and

WHEREAS, the Uvalde City Council recognized the need for a Planning and Capacity
Building Fund Plan (the “PLAN”) to provide goals, needs, assessments, standards,
recommendations, and strategies for implementation over a ten-year period to provide for
and continually improve housing, streets, thoroughfares, storm drainage, capital
improvements and subdivision ordinance; and

WHEREAS, the City of Uvalde contracted with Esser & Company, a Community and
Economic Development Consulting firm in Uvalde, Texas to prepare the Planning and
Capacity Building Study and Plan for the City of Uvalde:

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF UVALDE,
TEXAS:

1. That the City of Uvalde undertook a program to prepare a Planning & Capacity
   Building Fund Study and Plan for the City of Uvalde.

2. That local officials participated through meetings in preparing and reviewing
   planning documents for contract compliance; and presentations of the plan were
   presented to the Uvalde Strategic Planning Committee, on May 5th, September
   23rd, and October 6th 2015. On October 28th 2015 the final plan was presented to
   the City of Uvalde and this presentation met and exceeded the one hour
   presentation minimum requirement set forth by this contract. In addition the final
   public hearing was conducted on November 10, 2015 at the Uvalde City Hall,
   Uvalde Texas.

3. Goals and objectives developed for each contracted planning element were
   presented, discussed, reviewed and established by local officials.

4. Inventory, analysis, plans, and maps associated with them required under
   the contract were presented, discussed and reviewed by local officials.

5. Capital needs listed and ranked within the reports were presented, discussed, and
   reviewed by local officials.

6. Opportunities were provided for citizen participation during the
   planning process.
7. Local review established that the planning documents are suitable as policy
guides for the City of Uvalde.

8. Local efforts in the plan preparation were intended to eliminate impediments
to fair housing and support equitable distribution of the plan benefits.

9. Contracted planning documents are accepted by the City as substantiation
for payment requisition to the Department and for Contractor’s payment to
its consultant.

10. The City of Uvalde intends to use its planning documents prepared under this
contract for purposes of providing community and economic development
improvements within the 10 year planning period as identified in the Study and
Plan.

11. That the adoption of the City of Uvalde’s Planning & Capacity Building Study &
Plan shall not commit the city to specific amounts of funding levels or
implementation strategies, but shall provide guidance to the City Council for
future consideration of services for its citizens.

11. That Esser & Company is due the contracted sum of $55,000.00 of TxCDBG
713114 Planning and Capacity Building Funds from the Texas Department of
Agriculture and $13,688.00 of the City of Uvalde’s Funds as the City’s designated
cash match, for the substantial completion of the Plan and Study.

Passed and approved this 10th day of November 2015.

_________________________
Don McLaughlin Jr., Mayor
Uvalde, Texas

_________________________
Susan Stewart, City Secretary
Uvalde, Texas
November 10, 2015

Ms. Suzanne Barnard, Director
Texas Community Development Block Grant Program
Texas Department of Agriculture
Office of Rural Affairs
P. O. Box 12847
Austin, Texas  78711

Re: Texas Community Development Block Grant Program (TxCDBG) Contract No. 713114

Dear Ms. Barnard:

This is to advise and confirm that the City of Uvalde has ensured completion of the contract referenced above and the preparation of contractually correct planning documents, including all reports and maps required by the contract. The Strategic Planning Committee of the City of Uvalde has met with the planning consultant on several occasions with opportunities for citizen input and has reviewed the contents of all documents and maps for contract compliance, accuracy and suitability for the city’s needs. The city has in its possession all products, and compact discs containing map and report data with instructions for retrieval, including the names of the software programs used.

The city has been provided by its planning consultant the original vector data for mapping and the graphic data on (for example, compact disc) that present data files which are compatible with computer systems owned by or readily available to the City of Uvalde. Complete documentation as to the content and layout of the data has been furnished in written form to the City of Uvalde.

It is the finding of the city’s reviews that the contract referenced above has been fulfilled and costs for contracted services should be reimbursed to the City of Uvalde. Please find attached, the city’s itemization and/or a description where each requirement of the TxCDBG contract’s Exhibit A, Performance Statement, can be found within each report that includes chapter, page and paragraph.

Sincerely,

Don McLaughlin Jr. Mayor
City of Uvalde

Enclosures: (typical)
- Request For Payment Form A203 with authorized signatures;
- Consultant invoices
- Documentation of final required public hearing to evaluate the city’s performance under the contract;
- Resolution of acceptance, as required per CERTIFICATIONS, PRESENTATIONS, REPORTS AND PUBLICATIONS in the contract TxCDBG Performance Statement (Exhibit A); and
- Itemization of fulfillment for each performance statement requirement.