

PROCLAMATION of 2023
In Recognition of
National Public Safety Telecommunicators Week

Whereas, emergencies can occur at any time that require police, fire, and/or emergency medical services; and

Whereas, when an emergency occurs the prompt response of police officers, fire fighters, and emergency medical services personnel is critical to the protection and preservation of life and property; and

Whereas, the safety of our police officers, fire fighters, and emergency medical services personnel is dependent upon the quality and accuracy of information obtained from citizens who telephone the Gillespie County Communications Center; and

Whereas, Public Safety Dispatchers are often the first and most critical contact our citizens may have with emergency services; and

Whereas, Public Safety Dispatchers are a vital link between our police officers, fire fighters, and emergency medical services personnel by monitoring their activities by radio, providing them with information, and insuring their safety; and

Whereas, Public Safety Dispatchers of the Gillespie County Communications Center have contributed substantially to the apprehension of criminals, suppression of fires, and treatment of patients during emergencies; and

Whereas, each dispatcher has exhibited professionalism during their performance of their job in the past year.

Now, Therefore, I, Daniel Jones, Gillespie County Judge, on behalf of the Gillespie County Commissioners Court, proclaim the week of April 9th through April 15th of 2023, to be **Public Safety Telecommunicators Week** in Gillespie County, in recognition of the men and women whose diligence and professionalism serving as Public Safety Dispatchers help keep our County and citizens safe.

Signed this ____ day of April, 2023.

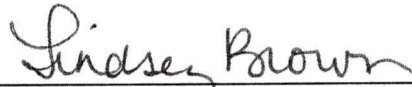
Daniel Jones
County Judge



NOTICE OF PUBLIC HEARING

Pursuant to Sec. 2306.67071 of the Texas Government Code, the Commissioners Court of Gillespie County, Texas hereby provides notice of a public hearing regarding the development of a proposed housing community known as Mariposa at Fredericksburg Apartments.

The Commissioners Court will hold said public hearing on April 10, 2023, at 9:00 o'clock A.M., in the Commissioners Courtroom, Gillespie County Courthouse, Fredericksburg, Texas. Any person who is interested is invited to attend and comment.



LINDSEY BROWN, County Clerk
Gillespie County, Texas.

To be published April 5th, 2023

Publication to be paid by Gillespie County.

RESOLUTION NO. _____

A RESOLUTION EVIDENCING NO OBJECTION TO THE APPLICANT'S TAX CREDIT APPLICATION; AUTHORIZING THE TEXAS HOUSING FOUNDATION TO EXERCISE ITS POWERS WITHIN THE TERRITORIAL BOUNDARIES OF THE UNINCORPORATED AREAS OF GILLESPIE COUNTY, TEXAS; AND AUTHORIZING A COOPERATION AGREEMENT.

WHEREAS, the Gillespie County Commissioners' Court is the governing body of Gillespie County, Texas;

WHEREAS, there exists in the unincorporated areas of Gillespie County a shortage of safe and sanitary housing available to lower income residents at rents they can afford; and

WHEREAS, THF Mariposa at Fredericksburg, LP (the "Applicant") proposes to acquire, develop and construct a multifamily housing development for tenants on low and moderate income that will be located within the unincorporated areas of Gillespie County, Texas and just outside of but within the Extra Territorial Jurisdiction of the Fredericksburg city limits (the "Development"); and

WHEREAS, the Applicant proposes to apply for financing of the Development, including Low Income Housing Tax Credits (the "Tax Credits") from the Texas Department of Housing and Community Affairs ("TDHCA"); and

WHEREAS, the Texas Housing Foundation ("Foundation") has significant experience and expertise in successfully providing, developing, financing, and managing housing projects that are affordable to lower income residents and are assets to the community; and

WHEREAS, it is contemplated that THF Public Facility Corporation, a Texas public facility corporation duly organized by the Foundation (the "PFC") will issue tax-exempt bonds in order to finance a portion of the costs financing of the Development; and

WHEREAS, it is further contemplated that a wholly-owned subsidiary of the Foundation will serve as the Applicant's general partner; and

WHEREAS, Texas Local Government Code, Section 392.017(c) requires that the governing body of a county adopt a resolution declaring a need for a regional housing authority to exercise its powers in another jurisdiction, and authorizing a cooperation agreement under Section 392.059; and

WHEREAS, the County has conducted a public hearing to take testimony with regard to the Development;

NOW, THEREFORE BE IT RESOLVED BY THE GILLESPIE COUNTY COMMISSIONERS' COURT:

Section 1. That the facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct.

Section 2. Pursuant to Texas Local Government Code, Section 392.017(c)(1), the Gillespie County Commissioners' Court declares that there is a need for the Foundation to exercise its powers in the unincorporated areas of Gillespie County ("County") to provide decent, safe, and sanitary housing that is affordable for lower income residents of the County. The Foundation is hereby authorized to exercise its powers in the County as set forth in the Cooperation Agreement attached hereto.

Section 3. Pursuant to Texas Local Government Code, Section 392.017(c)(2) and the Cooperation Agreement attached hereto and incorporated herein between the Foundation and the County, the Foundation is hereby authorized under Texas Local Government Code Section 392.059(a) to exercise its powers within the County. The County agrees to cooperate with the Foundation to allow the Foundation to provide housing for low and moderate income residents in the County consistent with the terms of the Cooperation Agreement. The Foundation and the PFC are authorized to exercise their powers under the Texas Housing Authorities Law, Texas Local Government Code Chapter 392 and the Texas Public Facility Corporation Act, Texas Local Government Code Chapter 303, respectively, to finance, plan, undertake, construct, or operate housing projects in the County, consistent with the terms of the Cooperation Agreement. The Cooperation Agreement only authorizes the Foundation and the PFC to take action in connection with the County. The _____ is hereby authorized to execute the Cooperation Agreement on behalf of the County.

Section 4. The County has received notice and information from the Applicant with regard to the Development in accordance with Section 2306.67071(a) of the Texas Government Code.

Section 5. The County has had sufficient opportunity to obtain a response from the Applicant regarding any questions it may have about the Development.

Section 6. The County has conducted a public hearing at which public comment may be made in accordance with Section 2306.67071(b) of the Texas Government Code and, after due consideration of the information provided by the Applicant and the comments from the public, the County does not object to the Applicant's application for Tax Credits to TDHCA.

Section 7. The _____ is authorized to take any reasonable and necessary action to effectuate the direction and intention of this resolution and the Cooperation Agreement.

Section 8. This Resolution shall become effective upon its passage. The County Clerk is hereby authorized, directed and empowered to certify these resolutions to TDHCA and the Foundation.

Passed and Approved this ____ day of _____, 2023.

GILLESPIE COUNTY

By: _____

Printed Name: _____

Title: _____

Attest:

By: _____

Printed Name: _____

Title: _____

COOPERATION AGREEMENT
BETWEEN
GILLESPIE COUNTY COMMISSIONERS COURT
AND
TEXAS HOUSING FOUNDATION

WHEREAS, the Texas Housing Foundation (“THF”), a regional housing authority, requests authority from Gillespie County (“GC”) to develop the proposed affordable housing community known as Mariposa at Fredericksburg Apartments or similarly-named development (the “Apartments”); and

WHEREAS, on the ___ day of _____ 2023, under Tex. Local Gov’t. Code Section 392.017(c), GC declared that there is a need for THF to exercise its powers within the area of operation of GC (i.e., the unincorporated areas of Gillespie County, Texas) to develop the Apartments due to a shortage of safe, secure, sanitary, and affordable rental housing available to lower-income persons in Gillespie County. GC also authorized the execution of this cooperation agreement; and

WHEREAS, the THF has formed THF Public Facility Corporation, a public facility corporation under Section 303 Tex. Local Gov’t Code (the “PFC”), for purposes of, among other things (a) acquiring, constructing, equipping, furnishing and placing in service public facilities and (b) issuing bonds on the behalf of THF to finance the costs of public facilities.

NOW, THEREFORE, G C and THF agree as follows:

Section 1. Cooperation Agreement. GC and THF agree to cooperate to allow THF in partnership with _____ (“Developer”) to acquire land and develop the Apartments within the area of operation of GC, consistent with the provisions below.

Section 2. Housing Project Authorization. THF is authorized to exercise its powers under the Texas Housing Authorities Law, Tex. Local Gov’t. Code Chapter 392, to finance, plan, undertake, rehabilitate, and/or operate the Apartments, located within the unincorporated areas of Gillespie County, Texas, as provided herein. The PFC is hereby authorized to exercise any powers under Tex. Local Gov’t Code, Chapter 303 on behalf of the Foundation in connection with the financing and operation of the Apartments within the unincorporated areas of Gillespie County, Texas, including but not limited to, issuing tax-exempt or taxable bonds to finance the costs of such housing development.

Section 3. No Limitation Express or Implied. No provision of this cooperation agreement limits the authority or power of GC to exercise its powers under any law. No provision of this cooperation agreement limits the authority or power of THF to exercise its powers under the Texas Housing Authorities Law, Tex. Local Gov’t. Code Chapter 392 to finance, plan, undertake, construct, rehabilitate, and/or operate a housing project outside of Gillespie County, Texas.

Section 4. Implementation. The _____ of the Gillespie County Commissioner’s Court and the President and CEO of THF are authorized to take any reasonable and necessary action to effectuate and implement the direction and intention of this cooperation agreement and the authorizing resolution.

Section 5. Annual Reports. The Texas Housing Foundation shall submit within 120 days after the end of its fiscal year a report to the Mayor of the City describing the housing and services operation undertaken for the benefit of lower income residents of the City and other activities of the Texas Housing Foundation in the City.

Section 6. Amendment or Termination. This cooperation agreement may only be amended by a written instrument signed by all parties hereto. This cooperation agreement may only be terminated for cause. The party desiring to terminate must give the defaulting party at least a 30-day written notice of default. Any notice of default must identify the act or omission that constitutes the default and allow a minimum of 30 days after the written notice is given to cure the default. Any notice of default must also be given to all other parties to this cooperation agreement. However, if THF has: 1) completed the financial closing to fund/finance the complete reconstruction or rehabilitation, and/or operation of the Apartments; 2) commenced physical construction or rehabilitation of the Apartments; or 3) commenced operating the Apartments, before receiving notice of default, THF may continue to operate under the authority of this cooperation agreement.

Section 7. No Financial Obligation on GC. The cooperation given by GC to THF under this cooperation agreement is limited to GC's consent to THF redeveloping the Apartments. GC's cooperation and consent does not extend to any other property or development. GC has no obligation to contribute any money, labor, or other thing of value toward redevelopment of the Apartments.

Section 8. Notices. All notices required or permitted under this cooperation agreement must be in writing and must be given to the parties at their respective addresses as set forth below. Notice is effective when: hand-delivered; mailed (postage pre-paid) by certified mail return receipt requested; sent pre-paid via a nationally recognized overnight carrier (e.g., FedEx, UPS, or USPS) for delivery the next business day; or sent by email to the parties' address set out below. (Notice by email is only permitted if an email address is set forth below.)

To THF at: Texas Housing Foundation
1110 Broadway
Marble Falls, Texas 78654
Attn: Mark Mayfield
Email: mmayfield@txhf.org

To GC at: Gillespie County Commissioners Court
101 West Main St.
Mail Unit 9 Room 101
Fredericksburg, TX 78624-3700
Attn: _____
Email: _____

Notice by email will not be effective unless the sender retains a printed or electronic image of the email sent with a copy of the notice sent (if the notice is an attachment to the email), which image must identify the date and time sent and the parties and persons to whom sent. The parties may, from time to time, change their respective notice addresses by giving notice of the change to all parties and persons in the manner required by this paragraph. Any change of address will not be effective until five (5) business days after notice is given as required by this paragraph.

Section 9. Preservation of Authority. No applicable provision or intention in this cooperation agreement limits the authority or power of the City to exercise its powers under any law. No provision or intention in this cooperation agreement limits the authority or power of the Texas Housing Foundation to exercise its powers under the Texas Housing Authorities Law, Texas Local Government Code, Chapter 392, to finance, plan, undertake, construct, or operate a housing project under this Cooperation Agreement or in the area of operation of the Texas Housing Foundation defined in Texas Local Government Code 392.013.

Section 10. Countersigned Originals. This document may be signed separately by the parties, and countersigned originals or copies thereof shall have the full force and effect of a document containing original signatures by all signatories.

Section 11. Implementation. The _____ of Gillespie County and the President of THF are authorized to take any reasonable and necessary action to effectuate and implement the direction and intention of this cooperation agreement and the authorizing resolution.

Agreed this ___ day of _____ 2023.

Gillespie County Commissioners Court:

By: _____

Name: _____

Title: _____

Texas Housing Foundation:

By: Mark A. Mayfield, President and
Chief Executive Officer



Mission Our mission is to build hope and change futures through quality housing and services by partnering with communities, governments, and non-profits.

Creation The Texas Housing Foundation was created to provide a tool to create, develop, acquire, administer, manage, and provide services to affordable housing projects through related business entities and for the residents and communities in which they are located. Through 2021, over 6,000 units of affordable workforce and senior housing across the state of Texas have been developed/acquired.

Vision Our vision is to enhance the lives of individuals in every Texas county by establishing housing, services, and employment opportunities.

Values Respect, Integrity, Serve Others, Exceed Expectations

Brand *Raising the Standard of Living*

Leadership THF is governed by a 6-member Board of Directors appointed by the County Commissioners of each participating county; as well as an appointed Resident Commissioner. Currently Bastrop, Blanco, Burnet, Llano and Williamson Counties participate within the organizational structure of the Texas Housing Foundation.

Goals

CREATE OPPORTUNITIES
Single-family and multifamily residences that meet the needs of lower income residents for decent and affordable housing.

CREATE VALUE
Residential properties that are assets to our residents and our neighborhoods.

CREATE QUALITY
Residents are customers who have choices. Their satisfaction is our business.

Community Resource Centers of Texas The Texas Housing Foundation, through a wholly owned subsidiary, currently operates and fully underwrites a one-stop social service outreach serving Blanco, Burnet, Llano and Williamson Counties with participating non-profit and state agencies all housed under one roof.



**Achievements,
Properties**

1995	Developed 24 3BR duplex units in Marble Falls with a commercial bank loan, HOME, and AHP financing.
1997 – 2001	Built 24 3BR homes in an infill subdivision in Marble Falls with a HOME interim construction fund and private mortgages.
1998	Developed 54 townhouses with local bank tax-exempt financing
2000	Co-developed 76-unit seniors' apartments in Kingsland with LIHTC.
2001	Co-developed 48-unit seniors project in Fredericksburg with LIHTC.
2003	Co-developed 76-unit seniors project in Marble Falls with LIHTC.
2004	Co-developed 124-unit family project in Marble Falls with PAB+LIHTC Co-developed 76-unit family project in Kingsland with LIHTC
2005	Co-developed 44-unit seniors project in Fredericksburg with LIHTC
2008	Co-developed 28-unit family project in Johnson City with HOME
2010	Co-developed 76-unit family project in Liberty Hill with LIHTC Co-developed 64-unit family project in Llano with LIHTC/HOME Co-developed 112-unit family project in Waco with LIHTC/HOME Acquired 64-unit family project in San Marcos developed with LIHTC
2011	Co-developed 80-unit family project in Marble Falls with LIHTC/HOME Co-developed 64-unit family project in Canadian with LIHTC/HOME
2012	Co-developed 20-unit Phase II family project in Johnson City w/HOME Co-developed 16-unit Phase III family project in Johnson City w/HOME
2013	Co-developed 48-unit family project in Blanco with 538/HOME Co-developed 180-unit family project in Georgetown with PAB/LIHTC
2014	Co-developed 264-unit family project in Midland with PAB/LIHTC
2016	Co-developed 72-unit family project in Brady with LIHTC
2017	Acquired 60-unit family project in Brady with LIHTC Acquired 372-unit portfolio in Lubbock with LIHTC Acquired 352-unit Catholic Charities portfolio with PAB/LIHTC
2018	Acquired 302-unit family units in Austin with PAB/LIHTC Acquired 556-unit USDA portfolio across Texas with PAB/LIHTC
2019	Co-developed 80-unit family project in Lamesa with LIHTC Co-developed 204-unit family project in Midland with PAB/LIHT Co-developed 50-unit family project in Rockport with GLO



- 2020
Co-developing 300-unit family project in Midland with PAB/LITHC
Acquired 420-unit family projects in San Antonio with PAB/LIHTC
Acquired 152-unit family project in Leander with PAB/LIHTC
- 2021
Co-developing 60-unit senior/family project in Marble Falls
Acquired 50-unit senior property in Marble Falls
Acquired 240-unit family development in Houston
- 2022
Co-developing 132-unit family development in Snyder
Co-developing 228-unit family development in Bastrop
Co-developing 285-unit family development in Denton
Acquired 228-unit family development in Houston
Acquired 176 unit senior development in Little Elm
Acquired 196 unit senior development in Sherman
Acquiring 237-unit family development in Temple



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ARCHITECT

MIGUEL A. SALDANA, AIA

DATE: 01/25/2023

NOT FOR REGULATORY
 APPROVAL, PERMITTING, OR
 CONSTRUCTION.

ISSUANCE

REVISIONS

PROJECT:

**MARIPOSA
 APARTMENTS**

FREDERICKSBURG, TX

DRAWING TITLE:

TITLE SHEET

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CHECKED BY: ---

DRAWN BY: MAS

PROJECT NUMBER: 22004

DATE:

DRAWING NUMBER: **SD0.0**



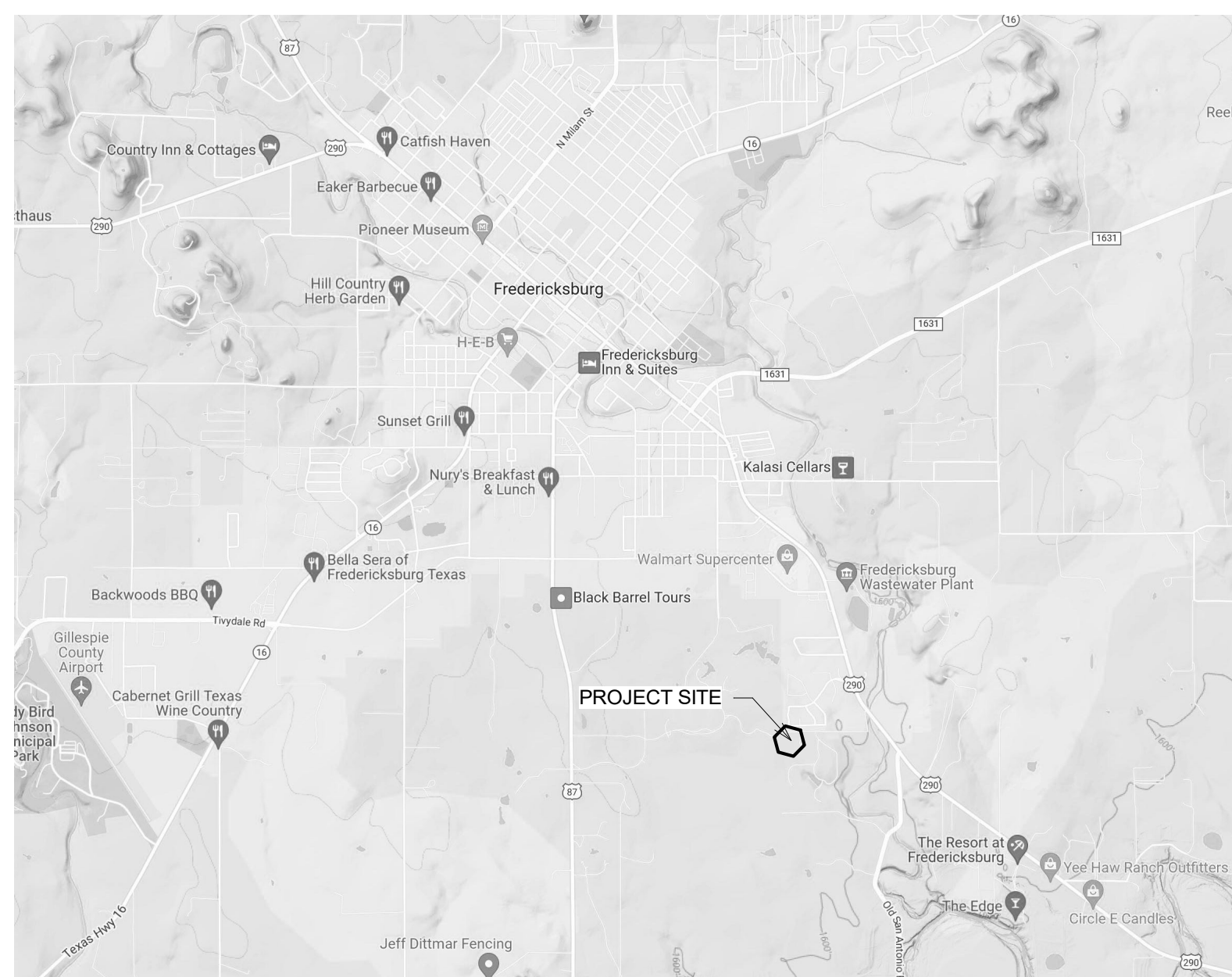
MARIPOSA APARTMENTS

FREDERICKSBURG, TX

TDHCA SUBMISSION CONCEPT PACKAGE

JANUARY 25, 2023

NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION



VICINITY MAP

CONCEPT PACKAGE INDEX	
Sheet Number	Sheet Name
SD0.0	TITLE SHEET
SD1.0	SITE PLAN
SD2.0	CONCEPT UNIT PLANS
SD2.1	CONCEPT UNIT PLANS
SD3.0	BLDG TYPE I - CONCEPT PLANS & ELEVATIONS
SD3.1	BLDG TYPE I - CONCEPT PLANS & ELEVATIONS
SD3.2	BLDG TYPE II - CONCEPT PLANS & ELEVATIONS
SD3.3	CLUBHOUSE - CONCEPT PLANS & ELEVATIONS



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ARCHITECT

MIGUEL A. SALDANA, AIA

DATE: 01/25/2023

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PROJECT:

**MARIPOSA
 APARTMENTS**

FREDERICKSBURG, TX

DRAWING TITLE:

SITE PLAN

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CHECKED BY: _____ Checker

DRAWN BY: _____ Author

PROJECT NUMBER: 22004

DATE:

DRAWING NUMBER: **SD1.0**

PARKING SCHEDULE	
Family and Type	Count

Parking Space - ADA: 9' x 18' (9' Aisle)	13
Parking Space: 9' x 18' - 90 deg	261
Grand total	274

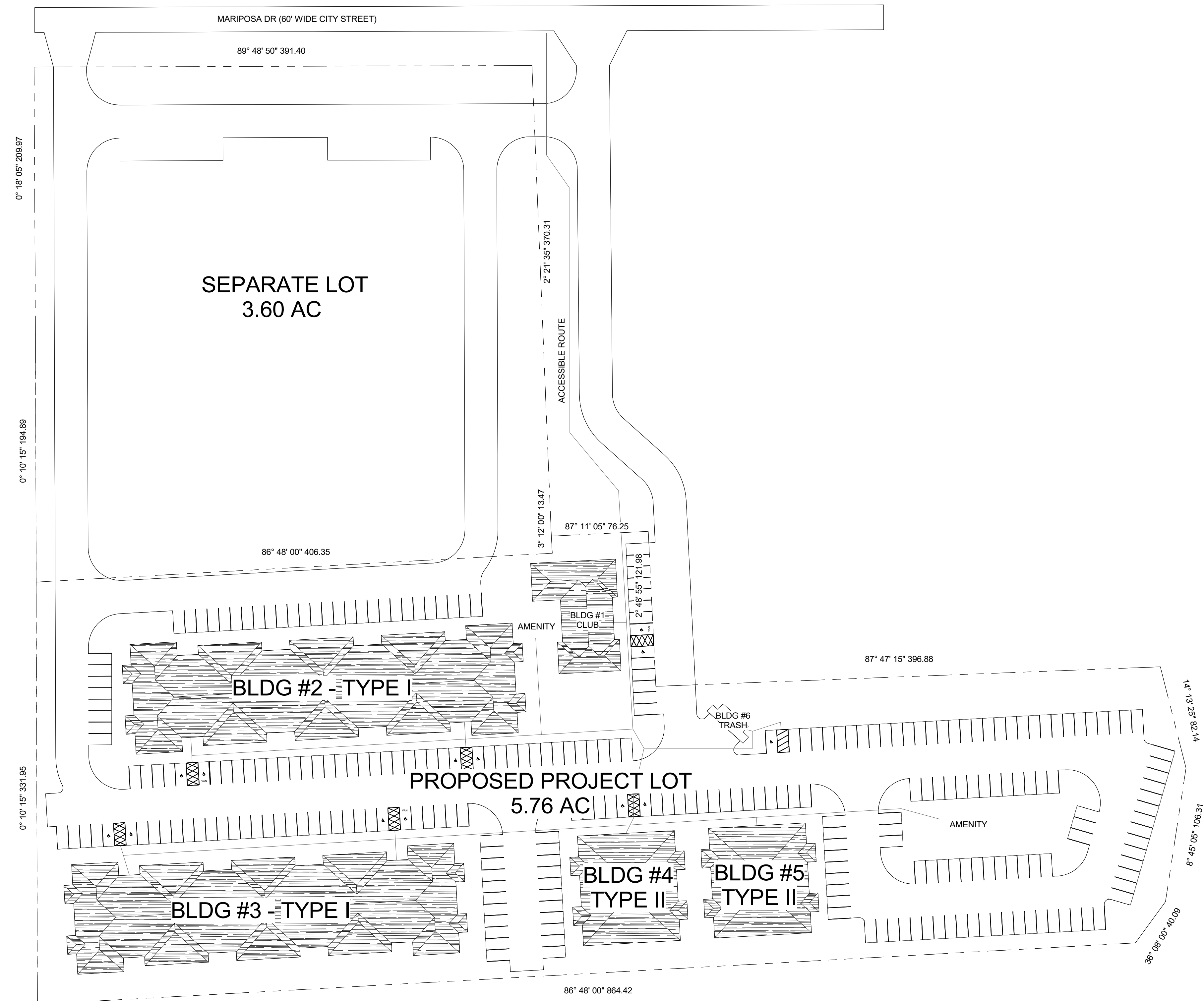
MIN. PARKING REQUIREMENTS
 2 SPACES PER 2BDRM UNIT
 2.5 SPACES PER 3BDRM UNIT
 TOTAL MIN. REQUIRED: 264 SPACES

OWNER AND OWNER'S CONSULTANTS HAVE REPRESENTED THAT
 THE SITE IS OUTSIDE OF THE FLOODPLAIN, ZONE X.

AN ASSESSMENT OF ON-SITE DETENTION/RETENTION FOR THE
 PROPOSED PROJECT HAS NOT BEEN COMPLETED AS OF TIME OF
 SUBMISSION BY OWNER OR OWNER'S CONSULTANTS.

Gross Building Areas			
Bldg	Gross Area	No. of Bldgs	Total Gross Area
Type I	63,684	2	127,368
Type II	17,949	2	35,898
Clubhouse	3,928	1	3,928
		5	167,194

Unit Mix				
Unit Type	No. of Units	% of units in project	Net sq. ft. per unit	Total net sq. ft. of units
A1	3	2.50%	925	2,775
B1	69	57.50%	925	63,825
C1	48	40.00%	1,150	55,200
	120	100%		121,800
Avg. Unit Size				1,015



① SITE PLAN
 1" = 50'-0"



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PROJECT:

**MARIPOSA
 APARTMENTS**

FREDERICKSBURG, TX

DRAWING TITLE:

**CONCEPT UNIT
 PLANS**

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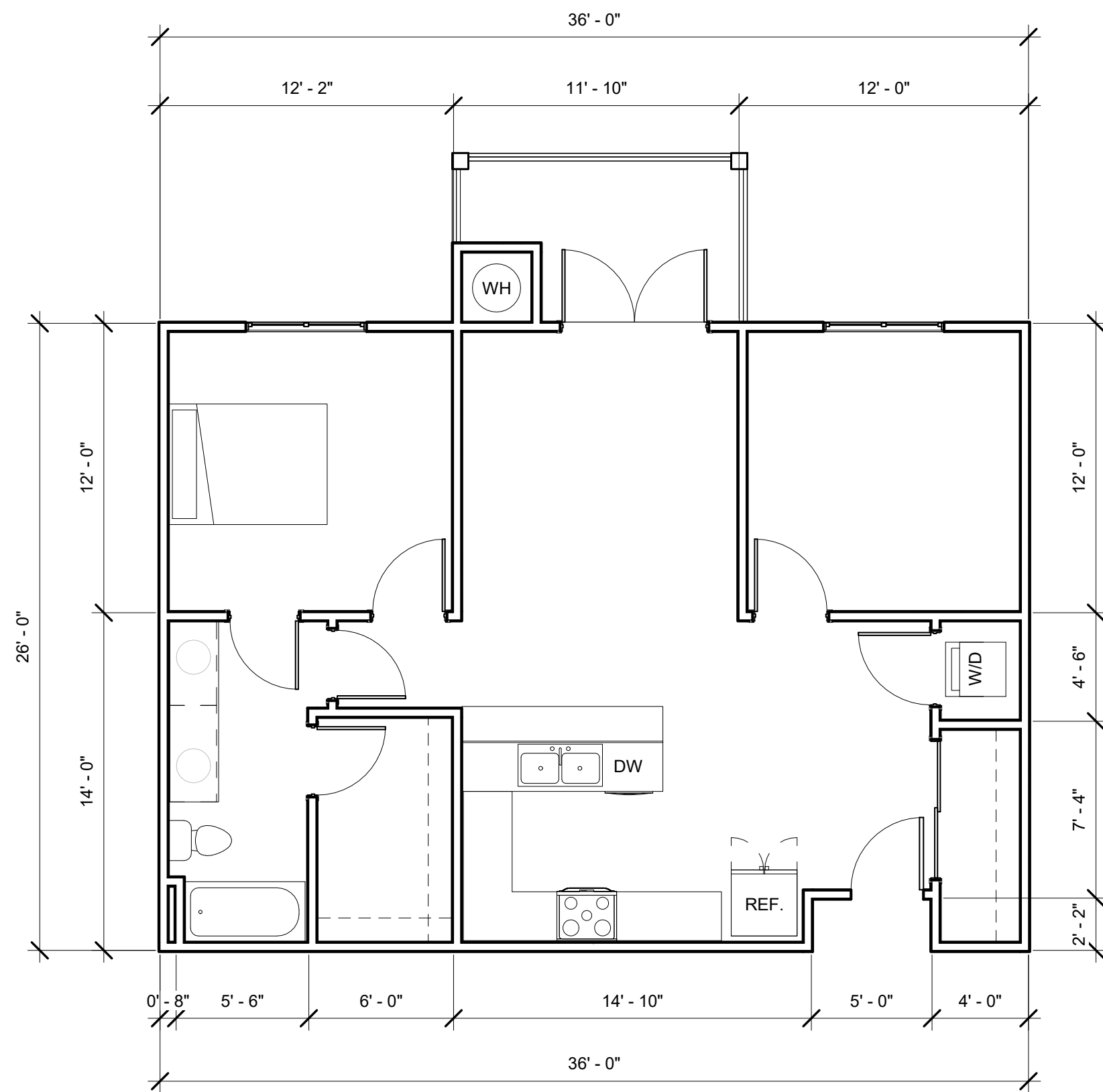
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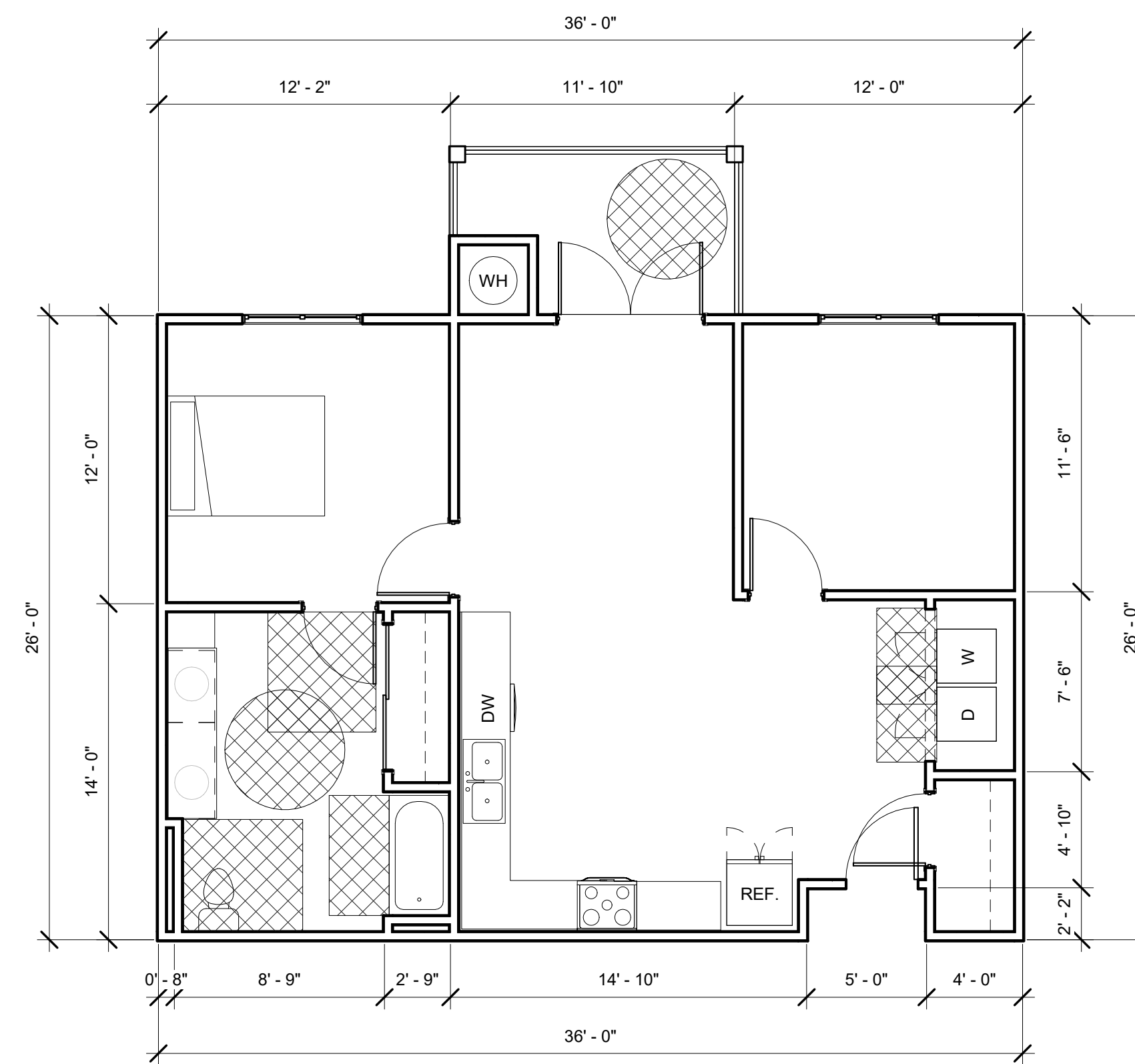
PROJECT NUMBER: 22004

DATE: _____

DRAWING NUMBER: **SD2.0**



① UNIT A1 NET AREA: 925 SF
 3/16" = 1'-0"



② UNIT A1-HC NET AREA: 925 SF
 3/16" = 1'-0"



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MIGUEL A. SALDANA, AIA
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REVISIONS

PROJECT:

**MARIPOSA
 APARTMENTS**

FREDERICKSBURG, TX

DRAWING TITLE:

**CONCEPT UNIT
 PLANS**

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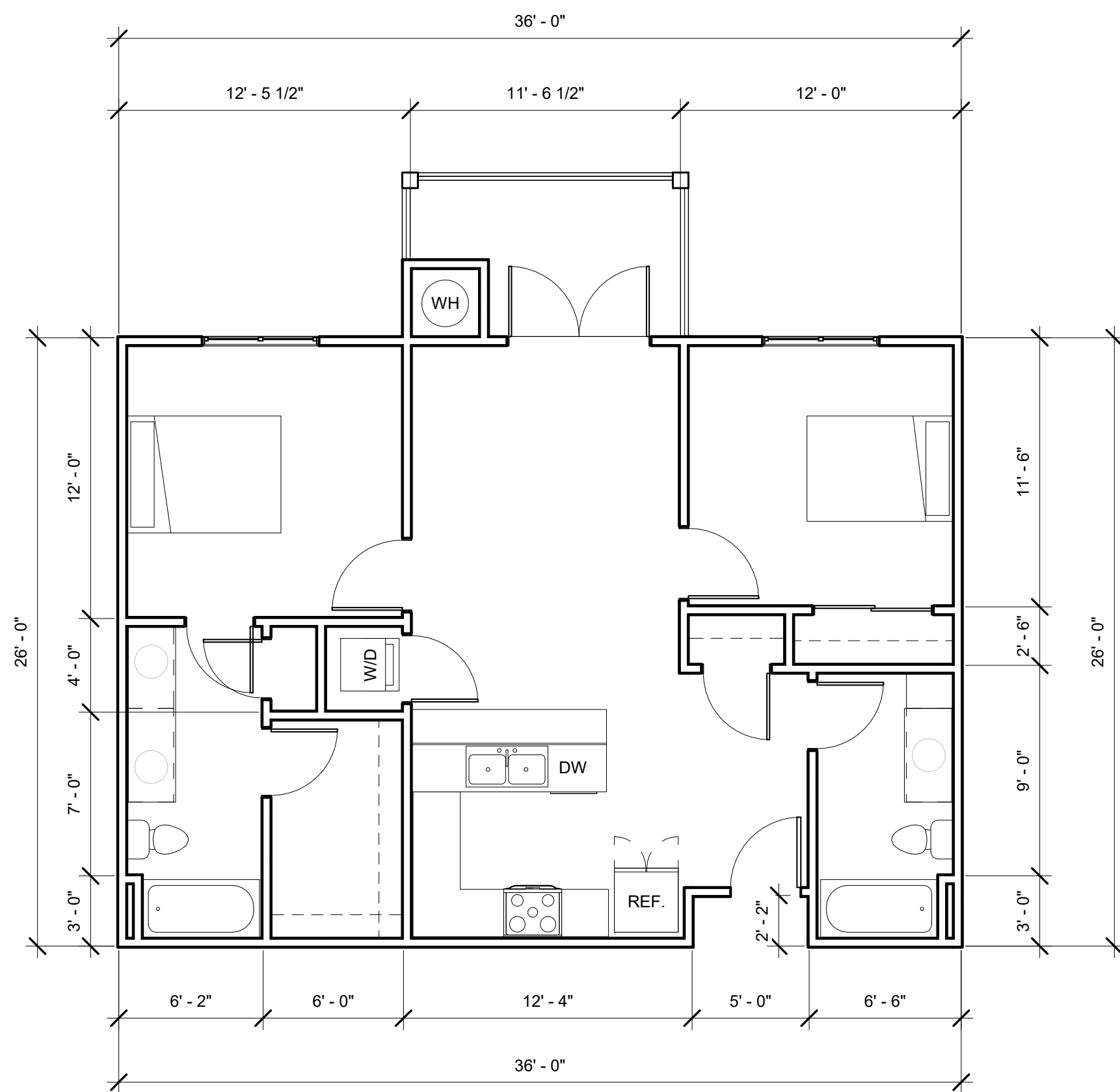
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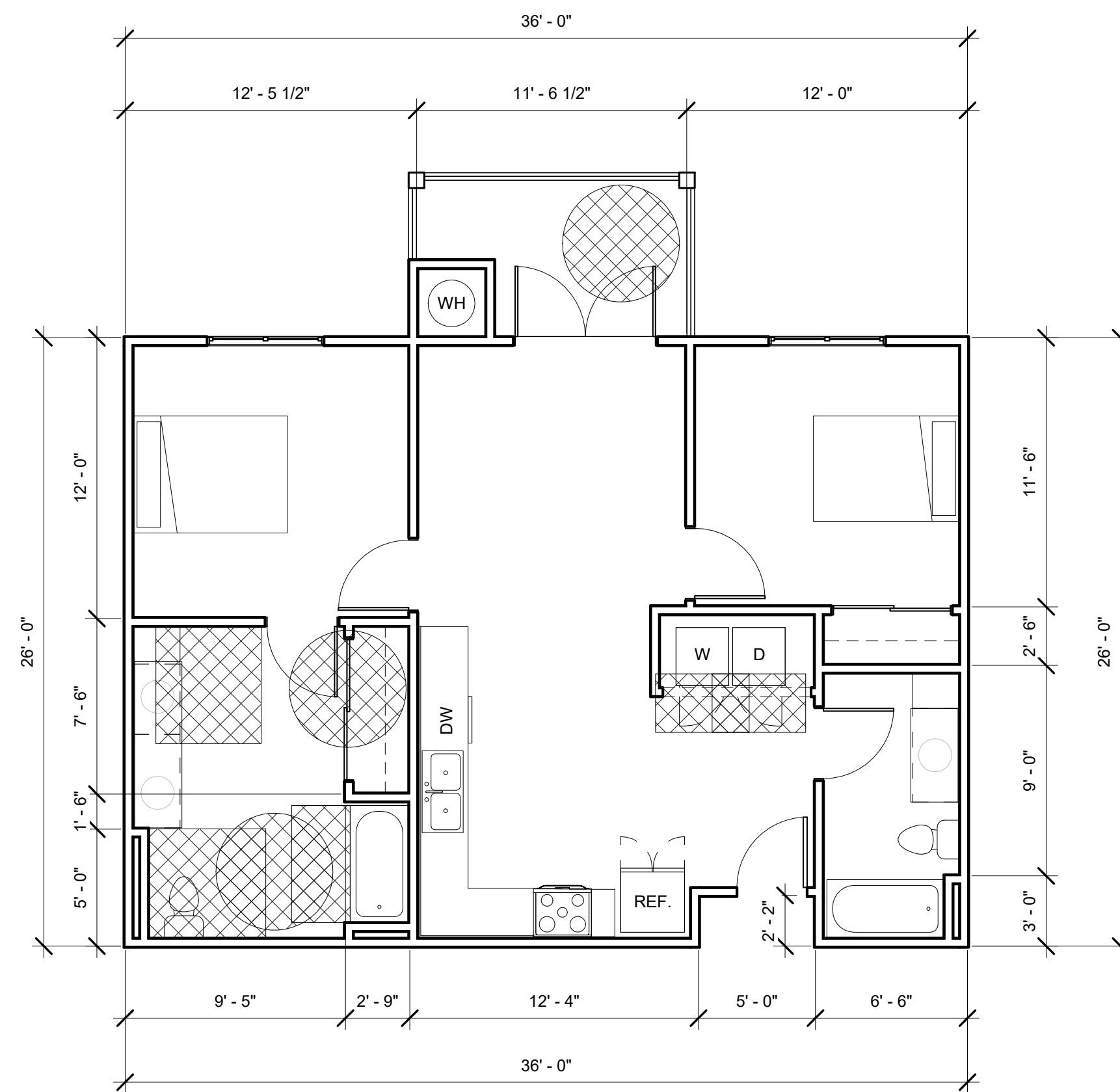
DATE:

DRAWING NO:

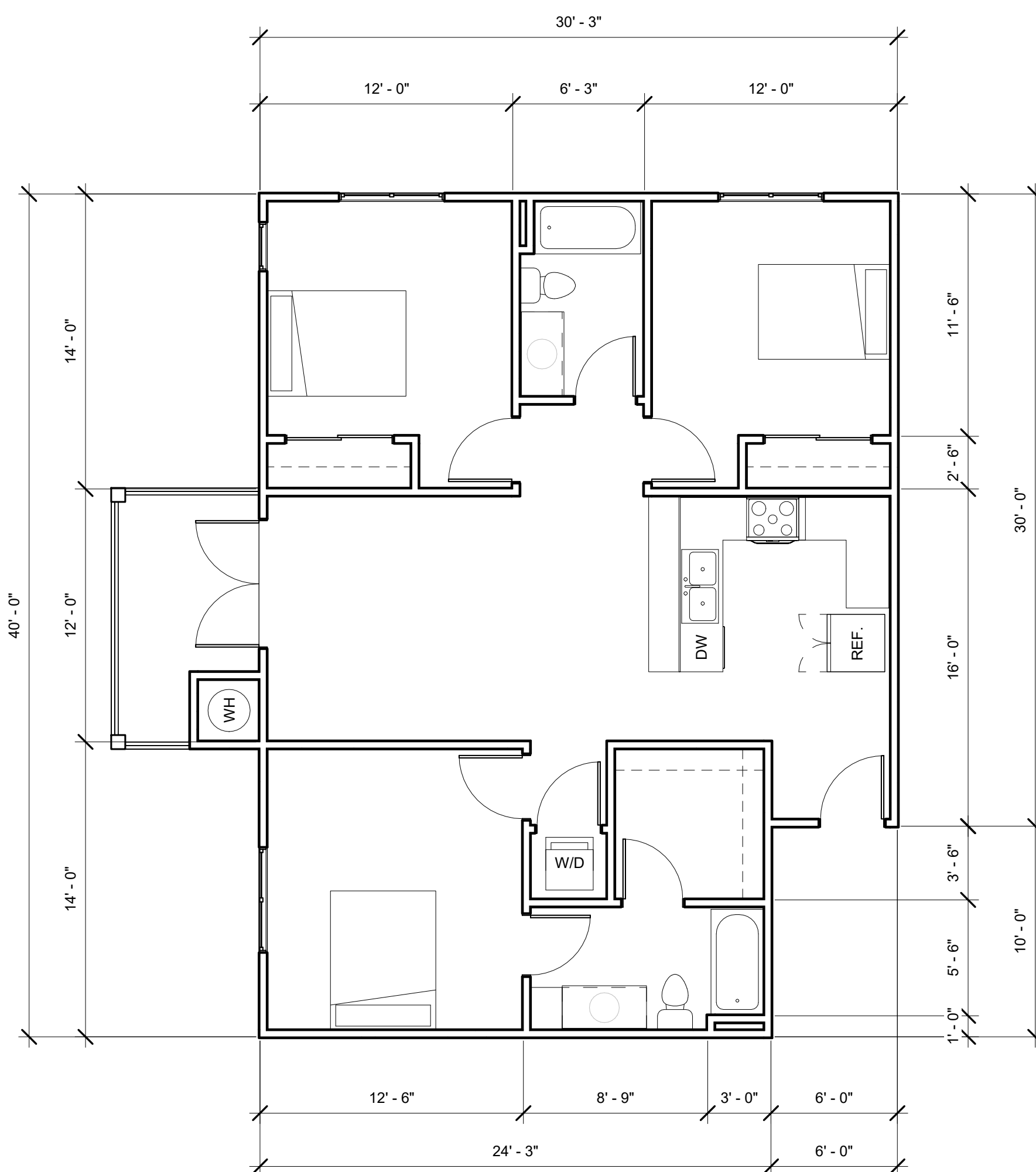
SD2.1



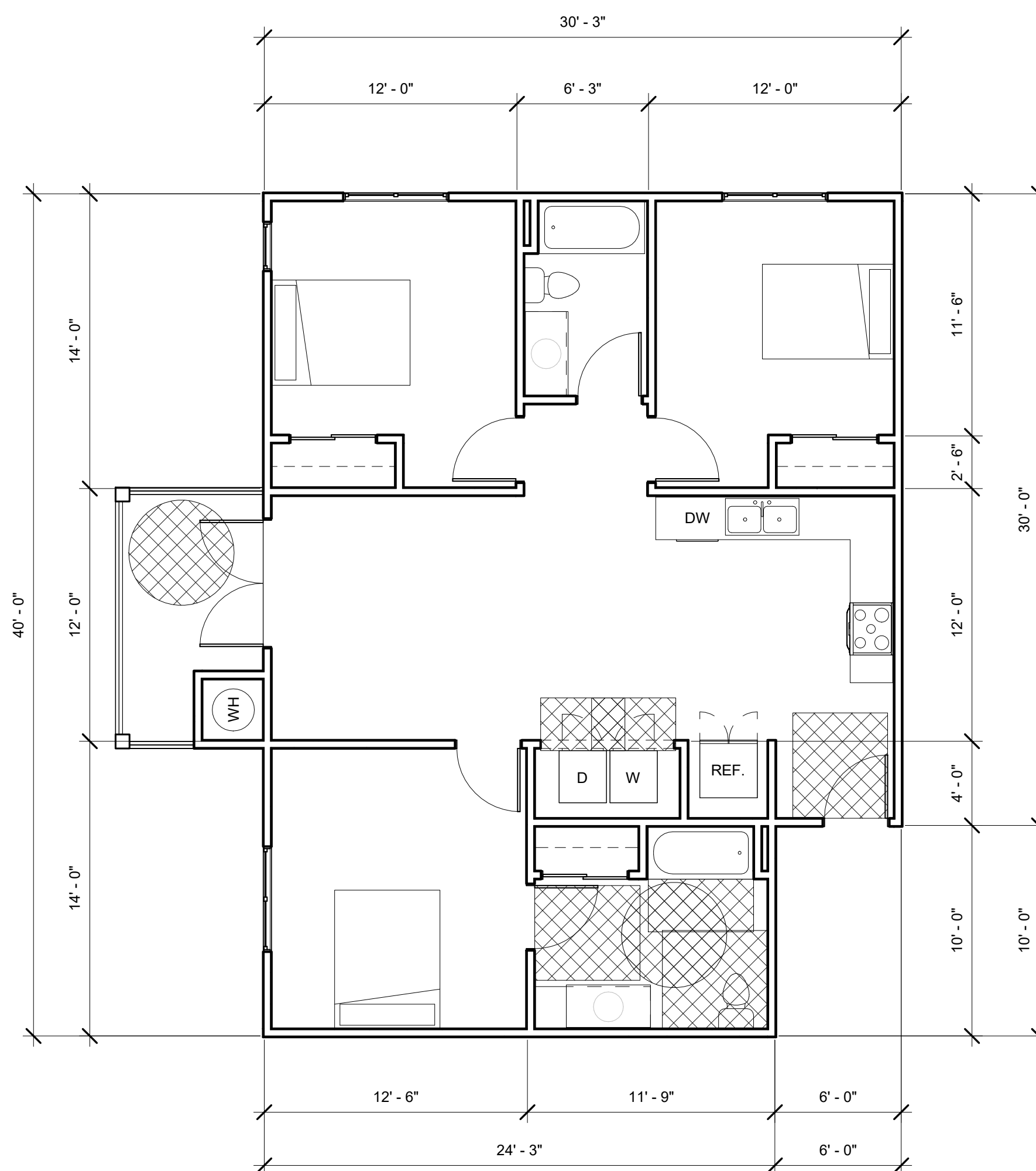
① UNIT B1 NET AREA: 925 SF
 3/16" = 1'-0"



② UNIT B1-HC NET AREA: 925 SF
 3/16" = 1'-0"



③ UNIT C1 NET AREA: 1150 SF
 3/16" = 1'-0"



④ UNIT C1-HC NET AREA: 1150 SF
 3/16" = 1'-0"



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ISSUANCE

REVISIONS

PROJECT:
**MARIPOSA
 APARTMENTS**

FREDERICKSBURG, TX

DRAWING TITLE:
**BLDG TYPE I -
 CONCEPT PLANS &
 ELEVATIONS**

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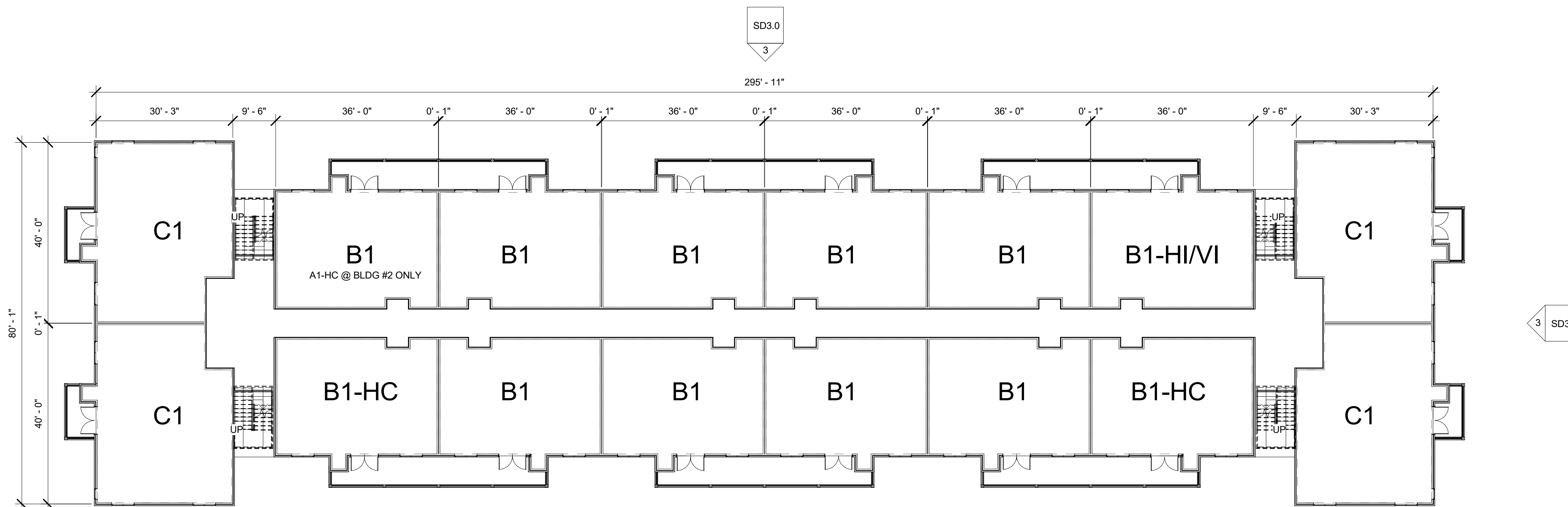
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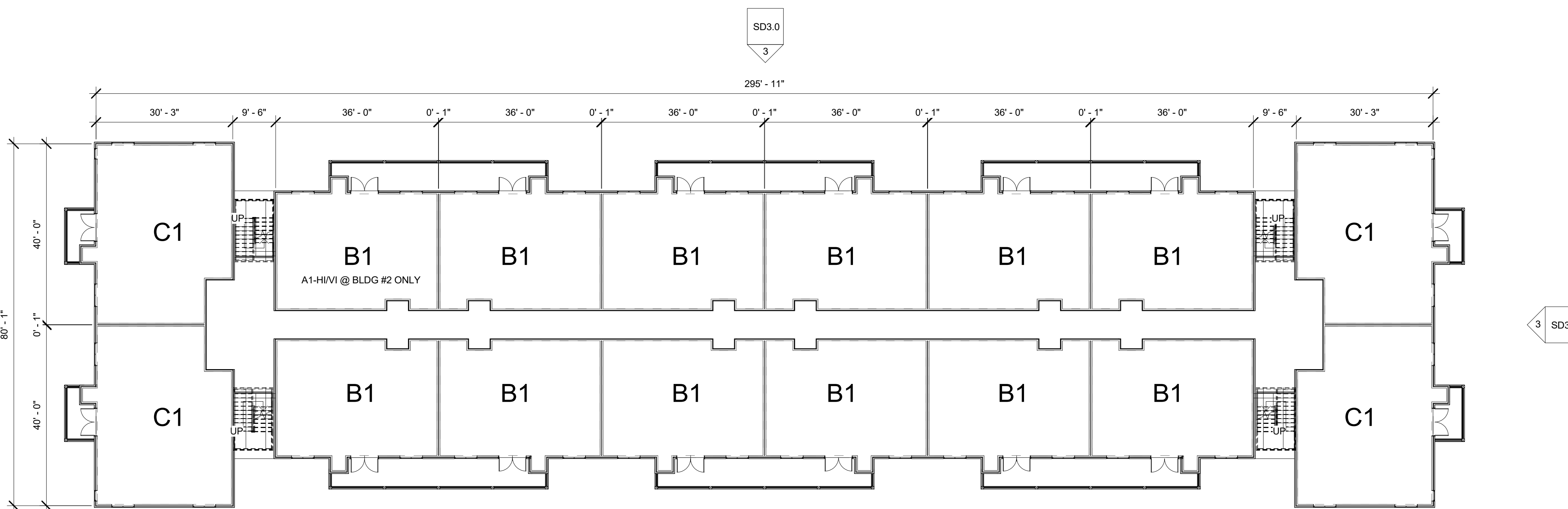
DATE:

DRAWING NO. **SD3.0**

BLDG Type I - Non-NRA Spaces			
Name	Gross Area	No. of Instances	Total Gross Area
Corridor	2,904	3	8,712
A1/B1 Balcony	347	18	6,246
C1 Balcony	88	12	1,056
TOTAL			16,014



1 BLDG TYPE I - LEVEL 1
 1/16" = 1'-0"



2 BLDG TYPE I - LEVEL 2
 1/16" = 1'-0"



3 BLDG TYPE I - FRONT ELEVATION MASONRY/STUCCO GREATER THAN 30%
 1/16" = 1'-0"



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**BLDG TYPE I -
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 AND WITH APPROPRIATE COMPENSATION TO THE
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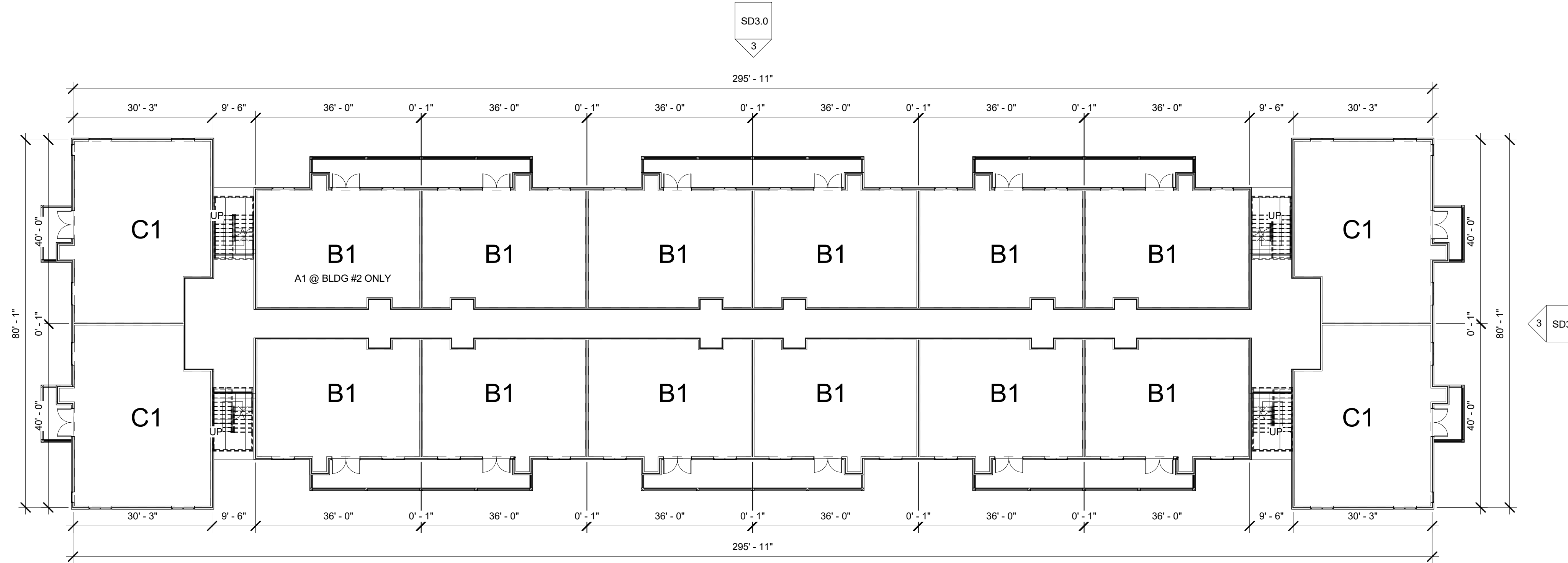
CHECKED BY: _____ Checker

DRAWN BY: _____ Author

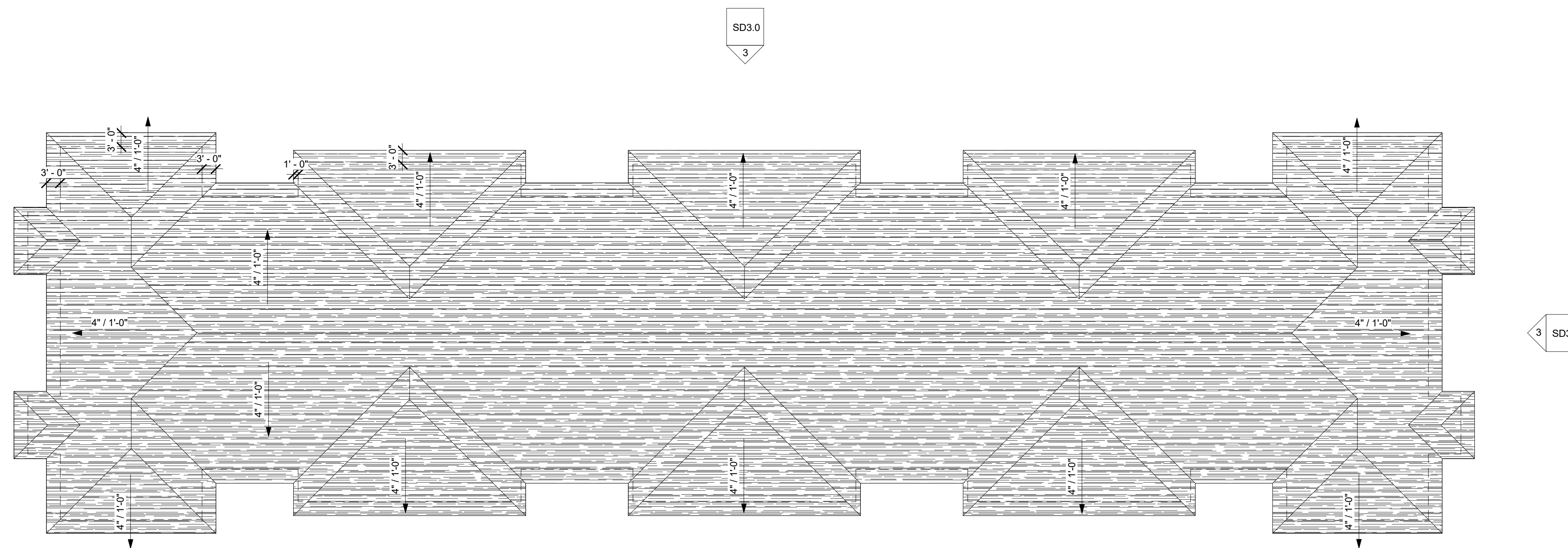
PROJECT NUMBER: 22004

DATE:

DRAWING NO. **SD3.1**



① BLDG TYPE I - LEVEL 3
 1/16" = 1'-0"



② BLDG TYPE I - ROOF PLAN
 1/16" = 1'-0"



③ BLDG TYPE I - SIDE ELEVATION MASONRY/STUCCO GREATER THAN 30%
 1/16" = 1'-0"



222 RIDGECREST
 SAN ANTONIO, TX 78209
 ph. 210 829 1898
 fax 210 829 1899
 www.ba-architects.com

ARCHITECT

MIGUEL A. SALDANA, AIA
 DATE: 01/25/2023
 NOT FOR REGULATORY
 APPROVAL, PERMITTING, OR
 CONSTRUCTION.

ISSUANCE

REVISIONS

PROJECT:

**MARIPOSA
 APARTMENTS**

FREDERICKSBURG, TX

DRAWING TITLE:

**BLDG TYPE II -
 CONCEPT PLANS &
 ELEVATIONS**

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DRAWN BY: _____ Author

PROJECT NUMBER: 22004

DATE: _____

DRAWING NO. **SD3.2**

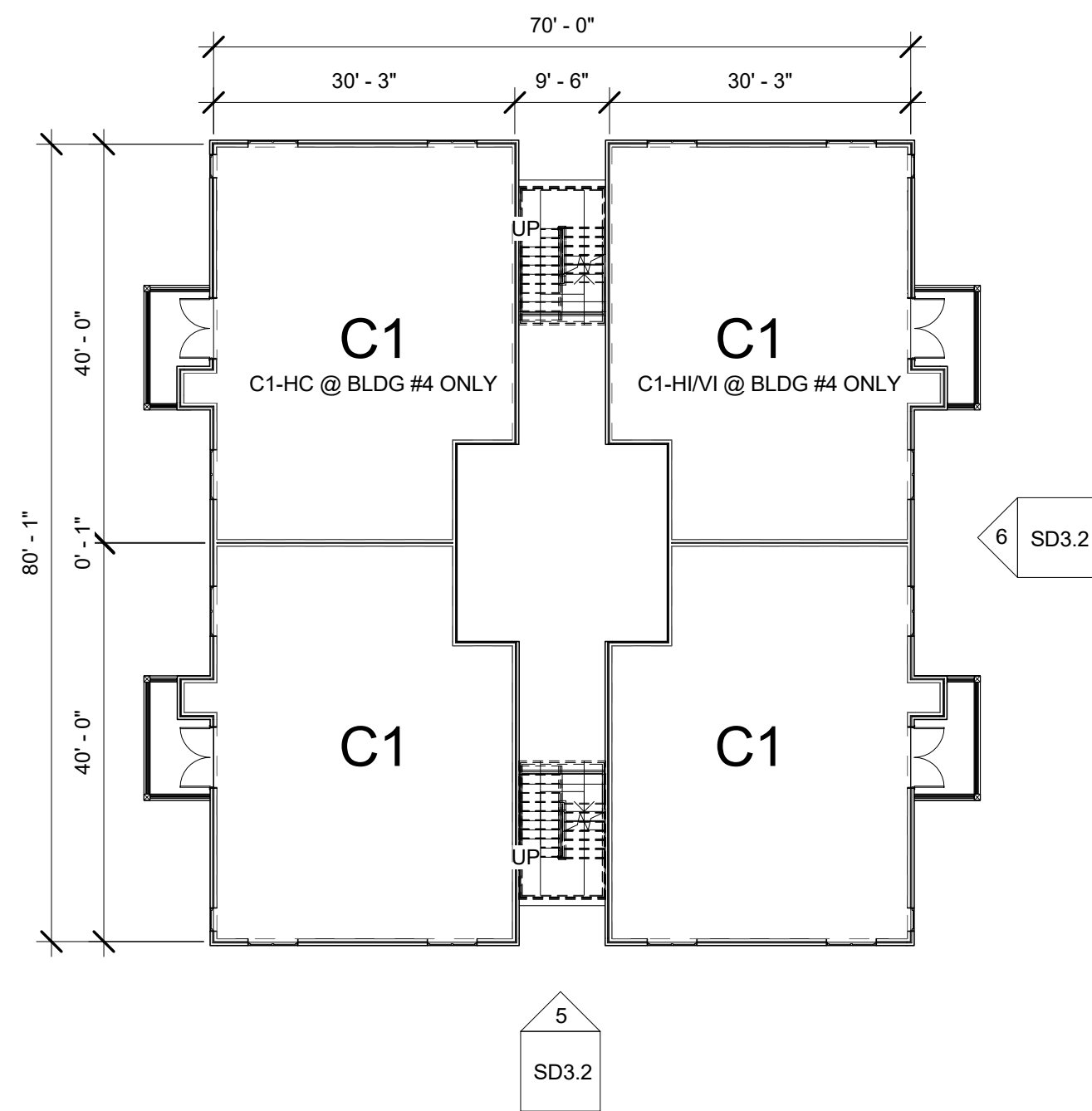


5 BLDG TYPE II - FRONT ELEVATION MASONRY/STUCCO GREATER THAN 30%
 1/16" = 1'-0"

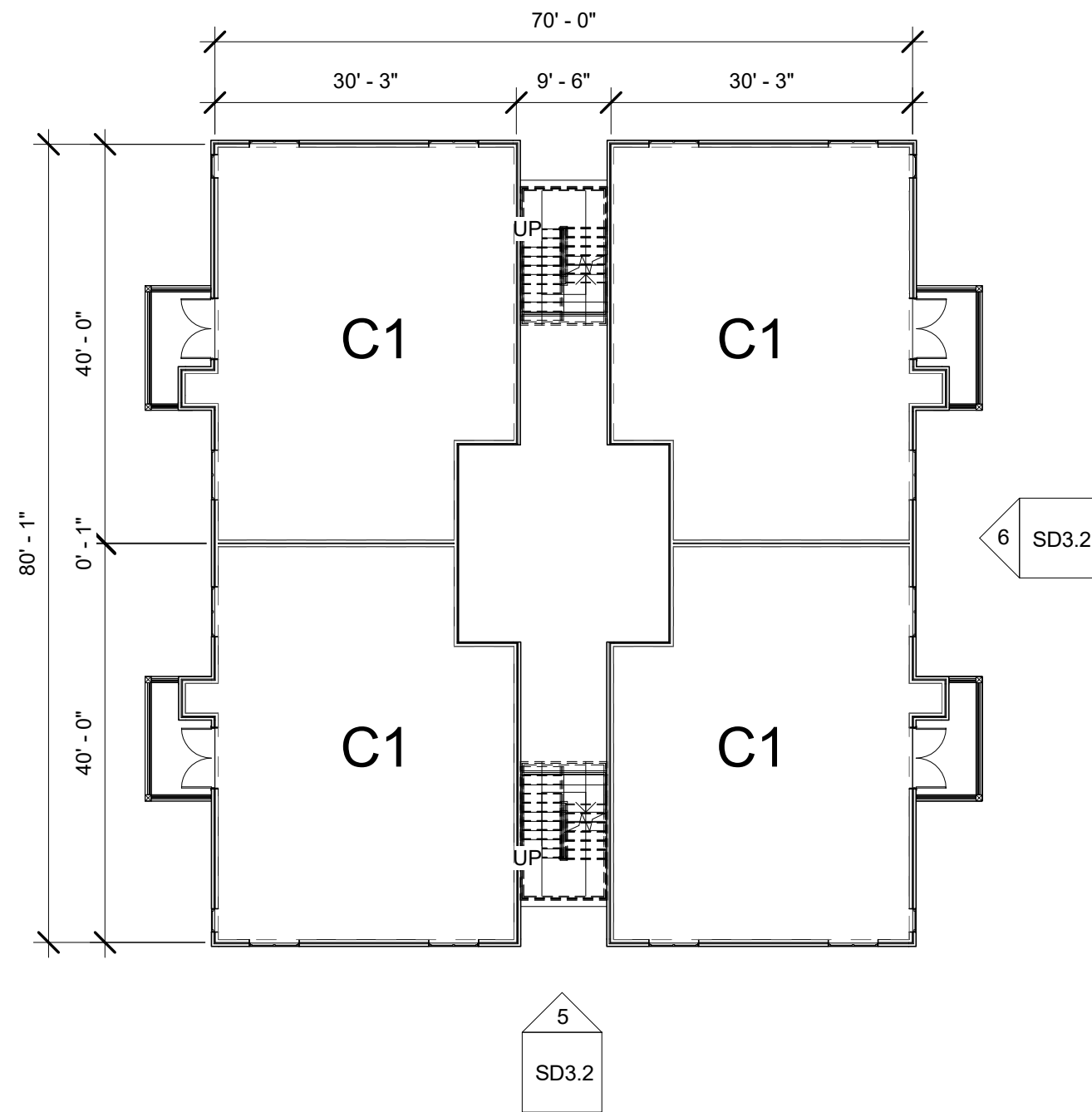


6 BLDG TYPE II - SIDE ELEVATION MASONRY/STUCCO GREATER THAN 30%
 1/16" = 1'-0"

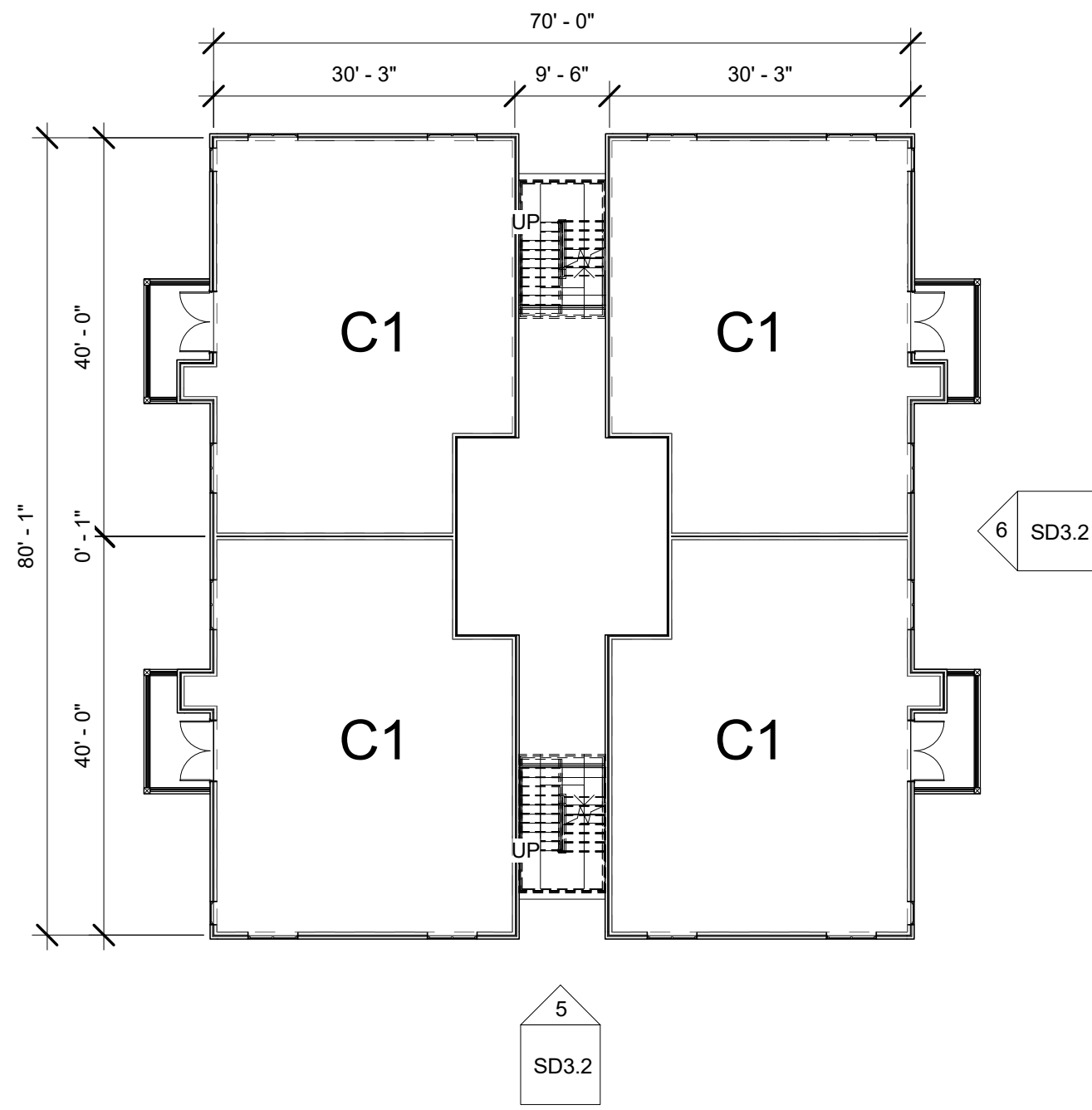
BLDG Type II - Non-NRA Spaces			
Name	Gross Area	No. of Instances	Total Gross Area
Corridor	930	3	2,790
C1 Balcony	88	12	1,056
TOTAL			3,846



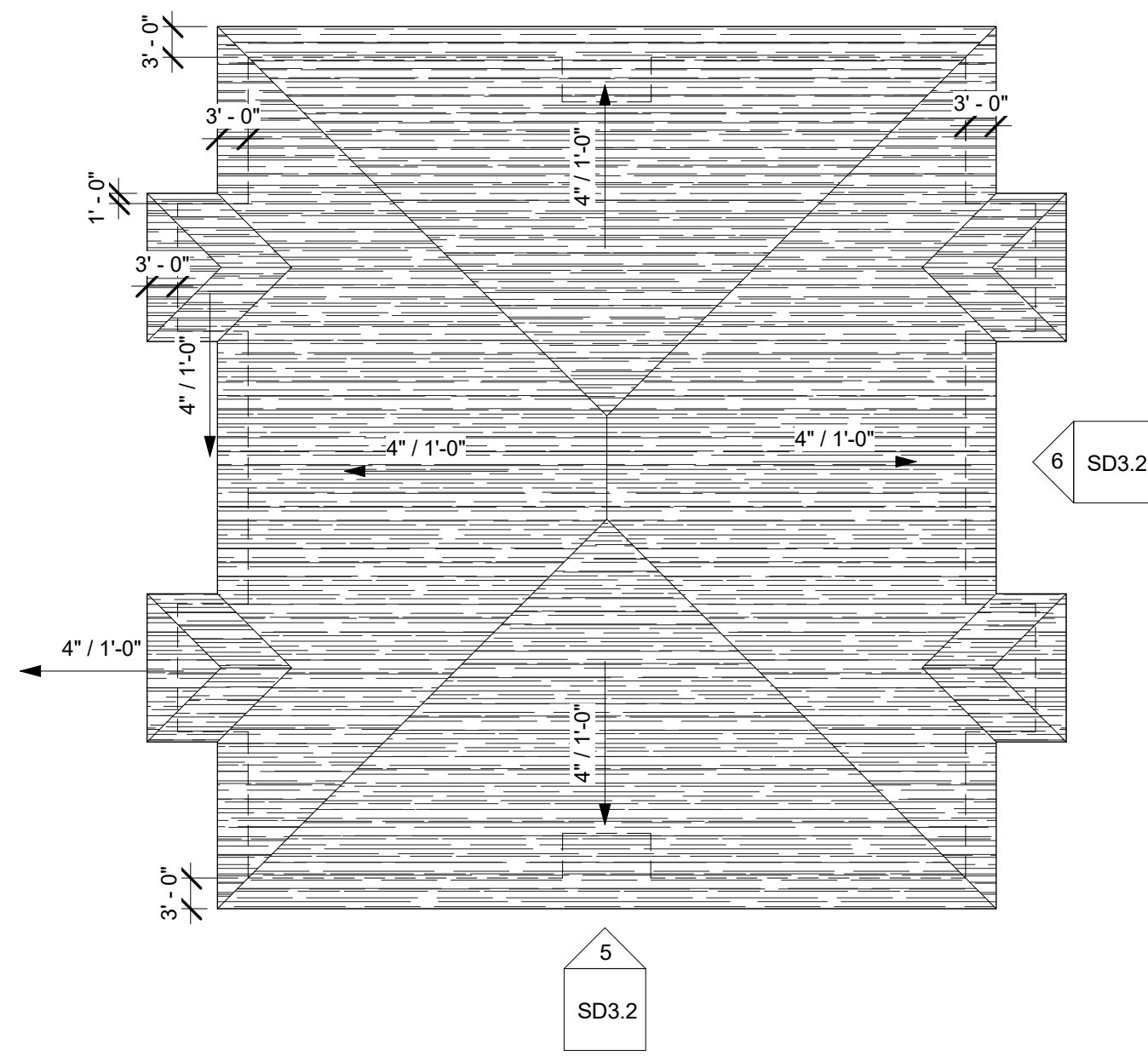
1 BLDG TYPE II - LEVEL 1
 1/16" = 1'-0"



2 BLDG TYPE II - LEVEL 2
 1/16" = 1'-0"



3 BLDG TYPE II - LEVEL 3
 1/16" = 1'-0"



4 BLDG TYPE II - ROOF PLAN
 1/16" = 1'-0"



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ARCHITECT

MIGUEL A. SALDANA, AIA
 DATE: 01/25/2023
 NOT FOR REGULATORY
 APPROVAL, PERMITTING, OR
 CONSTRUCTION.

ISSUANCE

REVISIONS

PROJECT:

**MARIPOSA
 APARTMENTS**

FREDERICKSBURG, TX

DRAWING TITLE:

**CLUBHOUSE -
 CONCEPT PLANS &
 ELEVATIONS**

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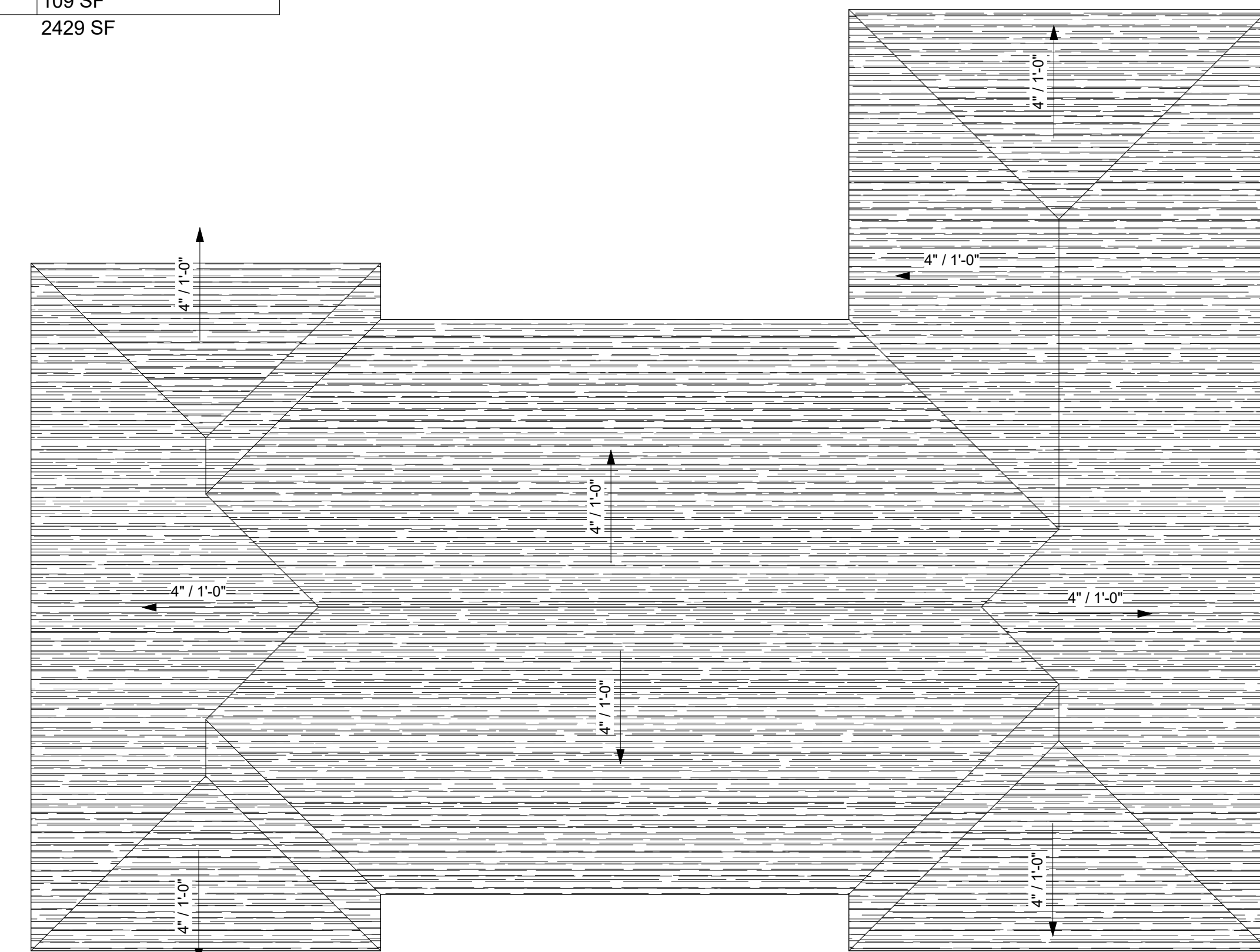
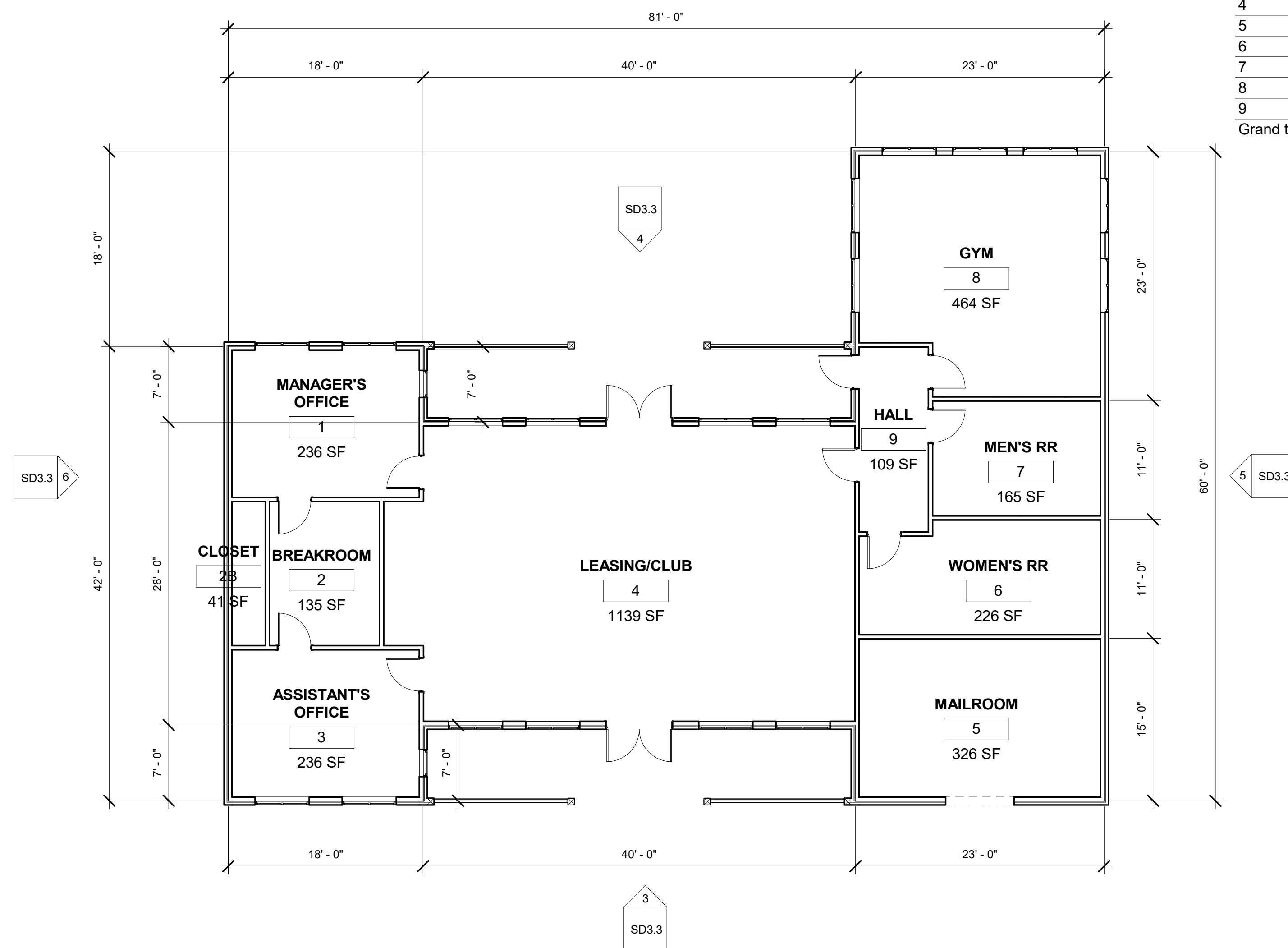
PROJECT NUMBER: 22004

DATE: _____

DRAWING NO. **SD3.3**

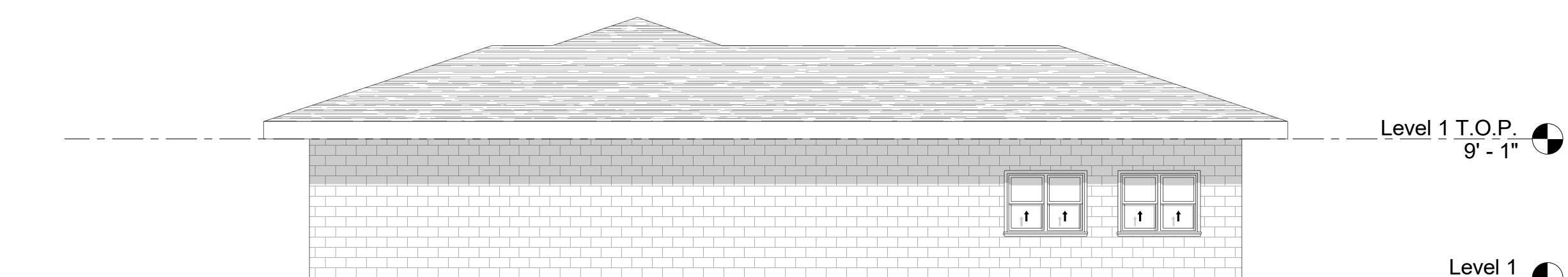
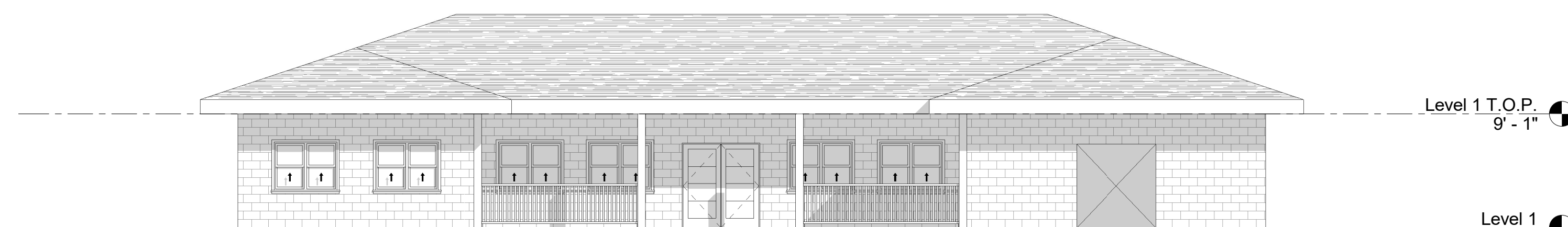
CLUBHOUSE SPACES ACCESSIBLE TO TENANTS		
Number	Name	Area
4	LEASING/CLUB	1139 SF
5	MAILROOM	326 SF
6	WOMEN'S RR	226 SF
7	MEN'S RR	165 SF
8	GYM	464 SF
9	HALL	109 SF
Grand total		2429 SF

CLUBHOUSE SPACES RESTRICTED TO EMPLOYEES		
Number	Name	Area
1	MANAGER'S OFFICE	236 SF
2	BREAKROOM	135 SF
2B	CLOSET	41 SF
3	ASSISTANT'S OFFICE	236 SF
Grand total		647 SF



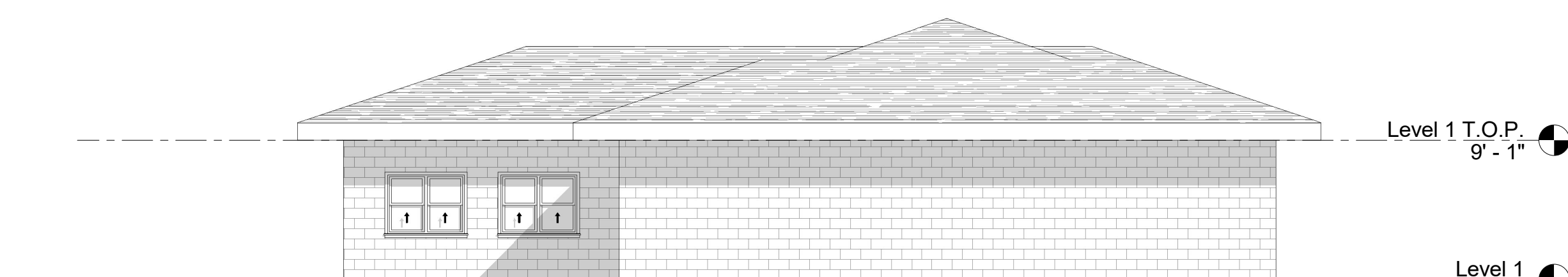
1 CLUBHOUSE - FLOOR PLAN
 1/8" = 1'-0"

2 CLUBHOUSE - ROOF PLAN
 1/8" = 1'-0"



3 CLUBHOUSE - FRONT ELEVATION
 1/8" = 1'-0" MASONRY/STUCCO GREATER THAN 30%

5 CLUBHOUSE - SIDE ELEVATION - N
 1/8" = 1'-0" MASONRY/STUCCO GREATER THAN 30%



4 CLUBHOUSE - REAR ELEVATION
 1/8" = 1'-0" MASONRY/STUCCO GREATER THAN 30%

6 CLUBHOUSE - SIDE ELEVATION - S
 1/8" = 1'-0" MASONRY/STUCCO GREATER THAN 30%

Engineer/Architect Certification

I (We) confirm that the Development will be designed to meet the accessibility requirements of the Federal Fair Housing Act as implemented by HUD at 24 CFR Part 100 and the Fair Housing Act Design Manual, Titles II and III of the Americans with Disabilities Act (42 U.S.C. Sections 12131-12189) as implemented by the Department of Justice regulations at 28 CFR Parts 35 and 36, and the Department's Accessibility rules in 10 TAC Chapter 1, Subchapter B, in effect at the time of certification.

I (we) confirm that all materials submitted to the Department by the Architect constitute records of the Department subject to Chapter 552, Tex. Gov't Code, and the Texas Public Information Act.

I (We) confirm that in accordance with Section 504 of the Rehabilitation Act of 1973 and implemented at 24 CFR. Part 8, if the Development includes the New Construction or substantial rehabilitation of multifamily units (4 or more units), at least five percent (5%) of all dwelling units will be designed to be accessible for persons with mobility impairments. A unit that is on an accessible route and is adaptable and otherwise compliant with the 2010 ADA Standards with the exceptions listed in "Nondiscrimination on the Basis of Disability in Federally Assisted Programs and Activities" (Federal Register 79 FR 29671) meets this requirement. In addition, at least two percent (2%) of all dwelling units will be designed to be accessible for persons with hearing or vision impairments.

I (We) confirm that the requirements of Section 504 of the Rehabilitation Act of 1973 and implemented at 24 CFR. Part 8 and Tex. Gov't Code §§2306.6722 and 2306.6730, will be met as described in 10 TAC Chapter 1, Subchapter B, including the accessibility requirements relating to Unit Type distribution.

I (We) confirm that I (We) have reviewed and understand the Department's fair housing educational materials posted on the Department's website as of the beginning of the Application Acceptance Period.

I (We) acknowledge that the Department may publish the full Development Plan on the Department's website, release the Development Plan in response to a request for public information, and make other use of the Development Plan as authorized by law.

I (We) confirm that if the Development includes the New Construction or Rehabilitation of single family units (1 to 3 units per building), every unit will be designed to meet the accessibility requirements of Tex. Gov't Code §2306.514, as it may be amended from time to time.

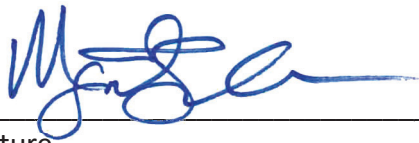
I (We) have attached a statement describing how, regardless of building type, all Units accessed by the ground floor or by elevator (affected units) meet the visitability requirements at 10 TAC §11.101(b)(8)(B), or the Applicant has requested a waiver of specific provisions of the visitability requirements at 10 TAC §11.101(b)(8)(B) as necessary for Rehabilitation Developments.

If the Applicant is applying for Multifamily Direct Loan funds, I (We) further confirm that the Development meets the Property Standards in 24 CFR §92.251 or 24 CFR §93.301, and as further outlined in 10 TAC Chapters 11 and 13, as applicable.

If the Applicant is applying for Housing Tax Credits, Tex. Gov't Code §2306.6712(d)(4) requires that the Governing Board by vote approve or reject an amendment that would result in a reduction of three percent (3%) or more in the square footage of the units or common areas. I (We) certify that the net rentable square footage as defined by 10 TAC §11.1(d)(83) of the Development is 121,800 square feet, and the common area square footage as defined by 10 TAC §11.1(d)(22) is 45,394 square feet. This certification will be applied for square footage comparison at Cost Certification, unless the application is amended prior to Cost Certification.

This certification meets the requirement that the Applicant provide a certification from the Development engineer or an accredited architect after careful review of the Department's accessibility requirements, including Tex. Gov't Code §§2306.6722 and 2306.6730.

By:



Signature

01/25/2023

Date

Miguel A. Saldana, AIA

Printed Name of Architect or Engineer

TX 24692

License Number and State

B&A Architects, Inc.

Firm Name (If applicable)

Accessible Parking Calculation

This worksheet is applicable to cases where ADA applies and all parking spaces are within a single parking lot. In cases where this worksheet cannot be used, create a certification specifying the types and numbers of parking spaces applicable, including standard and accessible parking for dwelling units and for amenities (e.g., office, mail kiosk, dumpster, pool, playground, etc.), and for each type of parking (e.g., surface spaces, carports, garages, etc.) for staff review. When creating your own parking certification, it is essential to state the number of standard parking spaces and APSs for dwelling units and for amenities and for each type of parking. Staff cannot review the proposal without this information.

Submit this worksheet or a comparable document certified by an accessibility professional .

Instructions for Submitting Accessible Parking Information

When the number of parking spaces for Units is equal to or greater than the number of Units:

If the number of parking spaces (surface spaces, carports, garages, etc.) that serve residential Units (as opposed to those for amenities and/or employees/visitors) is equal to or greater than the number of Units and are all on a single, unified parking lot, i.e., all spaces can be accessed without driving through a gate or over a public right of way and therefore into a separate parking lot, provide information for all sections of this form. With the exception of parking lots that are separated by limited access gates between an office/clubhouse lot and a dwelling lot, parking lots that are connected by accessible routes can be considered a single, unified lot.

When the number of parking spaces for Units is less than the number of Units:

If the number of parking spaces that serve residential Units (as opposed to those for amenities and/or employees/visitors) is less than the number of Units, create your own parking certification or use only the last section of this Accessible Parking Calculation form, i.e., "Distribution of APSs Among the Various Types of Parking". For each type of parking space (surface spaces, carports, garages, etc.), the number of accessible parking spaces required will be the number indicated by ADA table 208.2, and the number of van accessible parking will be one for every six (6) of the accessible spaces required. These calculations must be made independently for each type of parking space.

When parking spaces are in more than one parking lot:

If parking spaces are in separate lots (e.g., inside and outside a gate, on different Development Sites, or on the same Development Site but only accessible to each other by driving outside the Development Site to drive into the other lot) that are not connected by accessible routes, use whichever set of instructions above applies to each of the lots. These calculations must be made independently for each such parking lot. Use as many copies of this form as needed to create your parking certification.

Although Fair Housing Standards may apply in unusual circumstances, ADA Standards typically determine the required number of Accessible Parking Spaces (APSs). Links to the applicable accessibility rules are provided below.

ADA Design Manual, Ch. 2, Sec. 208: [-https://www.ada.gov/regs2010/2010ADASTandards/2010ADASTandards.pdf](https://www.ada.gov/regs2010/2010ADASTandards/2010ADASTandards.pdf)

FHA Design Manual Page 2.23: [-https://www.huduser.gov/publications/pdf/fairhousing/fairch2.pdf](https://www.huduser.gov/publications/pdf/fairhousing/fairch2.pdf)

Accessible Parking for Facilities and Amenities

Determining the number of APSs that serve the dwelling units requires accounting for APSs that do not serve dwelling units. In the yellow spaces below, identify the individual amenities served by an APS and/or groups of amenities in close proximity that share a single APS. In the space to the right, state the number of APSs designated to serve the amenity or group identified. If parking is provided near dumpsters, at least 1 dumpster must have an APS. The total will be subtracted from the total of all types of parking spaces to determine the number of spaces that serve the dwelling units. **DO NOT INCLUDE PARKING SPACES THAT SERVE DWELLING UNITS IN THIS AMENITY SECTION.**

Amenity:	Identification of amenity, or amenities of a group, that the APS serves	APSs:
Office, etc.:	Clubhouse	2
Amenity 1:	Dumpster	1
Amenity 2:		
Amenity 3:		
Amenity 4:		
Amenity 5:		
Total of Accessible Parking Spaces that Do Not Serve Dwelling Units:		3

Accessible Parking for Residential Units

Enter the information indicated below.

Total dwelling Units in the Development:		<u>120</u>
Total surface parking spaces (including non-residential):		<u>274</u>
Total carports (including non-residential):		<u>0</u>
Total garages (including non-residential):		<u>0</u>
Total parking spaces of all types:	Calculated from above:	<u>274</u>
Total APSs that serve non-residential purposes (i.e. office, amenities, etc.):	Calculated on prior page:	<u>3</u>
Total of all types of parking spaces that serve dwelling units:	Calculated from above:	<u>271</u>
APSs for mobility accessible units (5% of unit count, if spaces are sufficient):	Calculated from above:	<u>6</u>
Parking spaces that serve dwelling units in excess of one per unit (if applicable):	Calculated from above:	<u>151</u>
APSs required in excess of one per mobility accessible unit:	Calculated from above:	<u>4</u>
Total APSs required (including dwelling units and facilities/amenities):	Calculated from above:	<u>13</u>

Distribution of APSs Among the Various Types of Parking

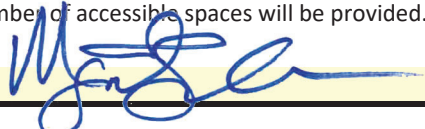
All Developments, including those having fewer than one parking space serving each dwelling unit, should use this portion of the worksheet. Enter the number of APSs indicated by ADA Table 208.2 for the total of each type of parking space, i.e., surface spaces, carports, etc., including both amenity spaces and dwelling unit spaces.

Minimum number of surface parking spaces (include dwelling unit <u>and</u> amenity spaces) that must be APSs:		<u>13</u>
Minimum number of carports that must be APSs:		<u>0</u>
Number of garages that must be APSs:		<u>0</u>

APSs that Must Be Van Spaces

Total Van APSs required, including all types of spaces:		<u>3</u>
Minimum number of surface parking spaces that must be van APSs:	Calculated from above:	<u>3</u>
Minimum number of carports that must be van APSs:	Calculated from above:	<u>0</u>
Minimum number of garages that must be van APSs:	Calculated from above:	<u>0</u>

By signing below, I (WE) confirm belief that the information above meets the requirements in the 2010 ADA Standards for Accessible Design Title III regulations at 28 CFR part 36, subpart D, and the 2004 ADA Accessibility Guidelines at 36 CFR part 1191, appendices B and D. Designs shall provide for at least one accessible parking space per accessible unit located on the closest route to the accessible unit. For every 6 or fraction of 6 accessible spaces required, at least one will be van accessible. Accessible spaces will be dispersed amongst the parking types provided. Where parking for amenities or non-residents is provided, a sufficient number of accessible spaces will be provided.



Signature

Miguel A. Saldana, AIA

Printed Name

1/25/2023

Date:

B&A Architects, Inc.

Firm Name (if applicable)

Architectural Checklist - 2023

- Site Plan which:
 - states the size of the site on its face;
 - includes a unit and building type table matrix that is consistent with the Rent Schedule and Building and Unit Configuration forms in labeling the buildings and Units, stating sizes, etc.;
 - includes a table matrix specifying the square footage of Common Area space on a building by building basis;
 - identifies all residential and common buildings, in place on the Development Site, and labels them consistently with the Building/Unit Type Configuration form;
 - shows the locations (by unit and floor) of mobility and hearing/visual accessible units (unless included in residential building floor plans);
 - indicates the location and number of parking spaces, garages and carports, as applicable;
 - indicates the location and number of accessible parking spaces, including van accessible spaces;
 - includes information regarding local parking requirements, as applicable;
 - indicates compliant accessible routes or, if a route is not accessible, a cite to the provision in the Fair Housing Design Manual providing for its exemption;
 - indicates placement of detention/retention pond(s) or states there are no detention ponds;
 - clearly delineates the flood plain boundary lines or states there is no floodplain;
 - describes, if applicable, how flood mitigation or other required mitigation will be accomplished;
 - identifies all pipeline easements on or adjacent to the Development Site (§11.101(2)(l)); and
 - identifies all Amenities.
- Residential Building floor plans should include the following, building by building:
 - separate tabulation of the square footage of each of these areas: breezeways, corridors, utility closets, balconies, porches and patios, and any other square footage not included in NRA; and
 - location of accessible units (unless included on Site Plan).
 - Please include exterior dimensions (exterior stud face to exterior stud face) of each building type. ****new for 2023****
- Common Building floor plans should include tabulations of the square footage of the following spaces that are outside of Net Rentable Area, whether conditioned or unconditioned, building by building:
 - spaces that are accessible to tenants, e.g., offices for tenant/management contact, resident services offices, clubrooms, kitchens, community restrooms, exercise rooms, laundries, porches, patios, mailbox areas, etc. (state each area separately);
 - spaces that are restricted to employees, only, e.g., administrative offices, maintenance areas, equipment rooms, storage areas, etc. (state each area separately); and
 - For Supportive Housing only**, specification of space to be used for 75 sq. ft./unit common space. **NOTE:** In order to qualify for points under 10 TAC §11.9(e)(2), of the 75 square feet, at least 50 square feet must be conditioned space.
- Unit floor plans for each type of Unit:
 - must include the square footage of each type of Unit; and
 - must include floor plans for the accessible Units.
- Elevations for each side of each building type which include:
 - a percentage estimate of the exterior composition of each elevation; and
 - roof pitch.
- Photos of building elevations for Rehab and Adaptive Reuse developments not altering the unit configuration.
- Photos of building elevations for Rehab and Adaptive Reuse developments not altering the unit configuration.

Scoring Items for 9% Applications

- 550 for eff, 650 for 1-bed, 850 for 2-bed, 1050 for 3-bed, 1250 for 4-bed
- bedrooms at least 100 sf with length at least 8 feet.
- bedroom with at least one window and closet at least 2 ft deep and 3 ft wide
- NRA measured to outside of studs/what drywall is attached in exterior walls and mid of stud in middle wall
- can include up to 25 ft of remote storage in NRA
- Units will be considered different Unit Types if there is any variation in the number of Bedrooms, full bathr
- 5% of units mobility accessible (round up)
- 2% of units AV accessible (round up)
- count parking spaces
- check for acc parking near amenities and trash
- greater than 30% stucco or masonry (does not include hardi or siding)
- elevator for senior or 4 or more stories
- senior must have less than 70% 2-bed units

Common Area--Enclosed space outside of Ne
to include such area contained in: property i
clubrooms, lounges, community kitchens, cor
laundry rooms, mailbox areas, food pantry,
computer labs, classrooms, break rooms, fle
common porches and patios, and interior co

Common Area does not include individualize

lls

rooms or a square footage difference equal to or

LEASE AGREEMENT

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF GILLESPIE §

This lease agreement is entered into by and between the COUNTY OF GILLESPIE, TEXAS, hereinafter referred to as “Lessor”, who is the owner of Gillespie County Airport, hereinafter referred to as “Airport” and

NAME _____
ADDRESS _____
CITY _____
STATE _____
ZIP CODE _____
PHONE _____
MAKE/TYPE OF AIRCRAFT _____
REGISTRATION NUMBER _____
REGISTERED OWNER _____
EMAIL _____

hereinafter called “Lessee.”

Lessor and Lessee agree to the following terms, considerations and obligations:

1. Lessor does demise, lease and let unto Lessee Hangar Unit Number _____ in Hangar _____ (hereinafter the “Hangar Space” or “leased premises”) for the period of _____ commencing upon _____ with automatic renewal for a 12 month period at the end of each lease term until this Lease Agreement is terminated in accordance with the provisions in paragraph 3 below.

2. Lessee agrees to pay to Lessor rent upon execution of this Lease Agreement of \$ _____ per month, payable in advance by the 10th day of each month, or \$ 2,805 per year if paid in one lump sum payment by January 10th for the full calendar year (which is equivalent to a total of 11 months rental fees). Any payment received after the 10th day of the month must include a \$25.00 late fee. In the event a check is returned for insufficient funds, a \$25.00 return check fee will be assessed. Refusal to pay rent or the above stated fees will constitute a breach of this agreement and lessee must vacate the hangar immediately. If Lessee fails to vacate the premises within 10 days after receiving written notice of default from Lessor, Lessor is authorized to retake possession of said premises and terminate this lease. Note: Rent is subject to Consumer Price Index (CPI) adjustment every October.

3. This Lease Agreement may be terminated for any reason by written notice of either party 30 days in advance of effective termination date. Upon termination, Lessee shall

promptly clean, remove all refuse and vacate the Hangar Space, and return all keys to Lessor. Lessor will prorate and refund any unused portion of rent.

4. Rent may be adjusted at any time provided that 60 days' prior written notice has been given to Lessee.

5. Lessee agrees to provide written notice to Lessor of any telephone, address or aircraft changes within 10 days of said change.

6. Obligations of Lessor shall be payment of property taxes, electricity, and maintenance of the Hangar Building, its services and equipment, in good working order, to wit:

- A. Electricity service, (120V, 15A), to each unit.
- B. Lights in each hangar space.
- C. Sliding doors.

7. General obligations of Lessee for the use of the airport and hangar space are:

- A. Maintain the Hangar Space reasonably clean and free of trash, litter, junk cars, scrap aircraft parts and other materials, which are unrelated to normal operation and maintenance of aircraft.
- B. Abide by the applicable rules of the Environmental Protection Agency, Texas Commission on Environmental Quality, Texas Department of Agriculture, Texas Department of Transportation, or any other public agency concerning the use, storage, and disposal of hazardous chemicals, batteries, fuel and oil.
- C. Abide by the manufacturer's directions in regards to the use, storage and disposal of pesticides, herbicides, and other chemicals and their containers.
- D. Comply with Gillespie County Airport Rules and Regulations.
- E. Allow Lessor to enter the leased space to perform inspections of and maintenance and repairs to the premises.

8. Further specific obligations of Lessee are:

- A. Lessee agrees to use the Hangar Space only for aviation related activity, which for these purposes is defined as those activities normally related to the operation and storage of an aircraft at a public airport.
- B. Lessee shall undertake no alterations or modifications to the Hangar Space or building without the prior written consent of Lessor, and upon termination of this Lease Agreement, any such alterations or modifications shall become property of the Lessor.
- C. Lessee shall not sublease, assign, sell or transfer this Lease Agreement or any right hereunder to any person or entity without the prior written consent of the Lessor.
- D. Lessee shall not store any combustible materials in the Hangar Space, and further agrees to keep all other material or parts relevant to airplane operation or maintenance in suitable containers within the Hangar Space.

- E. Lessee shall keep Hangar Space doors closed and locked during his absence.
- F. Lessee shall not use the Hangar Space for any illegal or unauthorized purpose.
- G. Lessee, at its expense, shall repair or cause to be repaired any damage to the Hangar Space caused by Lessee.
- H. Lessee shall not block other tenants' access to their hangars.
- I. Lessee will not operate aircraft engine while aircraft is in a hangar and will not at any time operate engine so that the prop blast enters any Hangar.
- J. Lessee will indemnify, defend and hold Lessor harmless from any loss, claims, costs, or attorney's fees arising out of Lessee's use of the Hangar Space.
- K. Lessee shall not cause or allow a lien to be placed on any of Lessor's premises.

9. LESSOR ASSUMES NO LIABILITY for damage to aircraft or other property from any cause while the same are stored in the Hangar Space or being operated on the premises.

10. This Lease Agreement embraces the entire agreement of the parties, and no other agreement of whatever form shall be recognized, except that this Lease Agreement may be modified by written addendum of the parties and attached hereto.

11. Attorney Fees. In the event any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party a reasonable sum for the successful party's attorney's fees.

12. Severability. The invalidity of any portion of this agreement shall not affect the validity of the remaining portions thereof.

13. This Lease Agreement shall be governed by the laws of the State of Texas, and venue of any action brought under this Lease Agreement shall be in Gillespie County, Texas.

14. This Lease Agreement is performable in Gillespie County, Texas.

EXECUTED this _____ day of _____, _____.

LESSOR:

By: _____

LESSEE:

By:  _____

ORDER SETTING FEES FOR THE OCCUPANCY OF A TIE DOWN SPACE AT THE GILLESPIE COUNTY AIRPORT FOR THE DATES OF APRIL 6 TO APRIL 9, 2024

WHEREAS, the Commissioners Court of Gillespie County continues to implement plans to accommodate the elevated numbers of aircraft that may arrive at the County Airport during the dates of April 6 to April 9, 2024, related to the 2024 solar eclipse event; and

WHEREAS, the Commissioners Court of Gillespie County wishes to implement the following temporary fee schedule at the County Airport for the use of tie down spaces during the 2024 solar eclipse event.

NOW THEREFORE, it is hereby Ordered by the Commissioners Court of Gillespie County, that:

1. The fee for the occupancy of one (1) tie down space at the Gillespie County Airport, for any length of occupancy during the dates of April 6 to April 9, 2024, shall be \$100.00, and shall be non-refundable.

Adopted this ____ day of _____, 2023 by a vote of ____ ayes and ____ nays.

Daniel Jones, County Judge

Attest: _____
Lindsey Brown, County Clerk

State of Texas §

County of Gillespie §

Order for Disbursement of Salaries and Routine Office Expenses

Whereas, Senate Bill 354, 86th Legislative Session effective May 31, 2019, provides that County funds previously budgeted for salaries and authorized office expenses may be disbursed as payment for salary or routine office expenses; and,

Whereas, the Commissioners Court of Gillespie County wishes to implement the provisions of this Act; now

It is hereby Ordered as follows:

1. County funds previously budgeted for salaries and payroll related expenses for officers and employees shall be disbursed by the county payroll officer upon submission of all necessary payroll information by the appropriate department head or supervisor;
2. County funds previously budgeted for routine expenses for utilities, telecommunications, and fuel from the following vendors:

AT&T	Spectrum Business – Time Warner Cable
Atmos	Spectrum Enterprise – Time Warner
Aqua Texas	Toshiba Financial Services
Central Texas Electric Coop	Verizon Business
City of Fredericksburg	Verizon
DialTone Services	WEX
Frontier	Windstream
Hill Country Telecommunications	Windstream Kerrville
Quadient	
Republic Services	
Spectrum – Time Warner	
Spectrum – Time Warner Cable	

and, ACH quarterly payments for clerk collected State fees shall be disbursed upon submission of proper documentation.

Adopted this ____ day of _____, 2023 by a vote of ____ayes and ____nays.

Daniel Jones, County Judge

Attest: _____
Lindsey Brown, County Clerk

MOORE *Supply Co.*



Quotation (Reprint)

777 MOORE SUPPLY FREDERICKSBURG
 1128 SOUTH STATE HIGHWAY 16
 FREDERICKSBURG TX 78624-5049
 830-992-3301 Fax 830-992-3420

QUOTE DATE	QUOTE NUMBER
03/31/23	S167799322
QUOTED BY:	PAGE NO.
777 MOORE SUPPLY FREDERICKSBUR 1128 SOUTH STATE HIGHWAY 16 FREDERICKSBURG TX 78624-5049 830-992-3301 Fax 830-992-3420	1 of 1

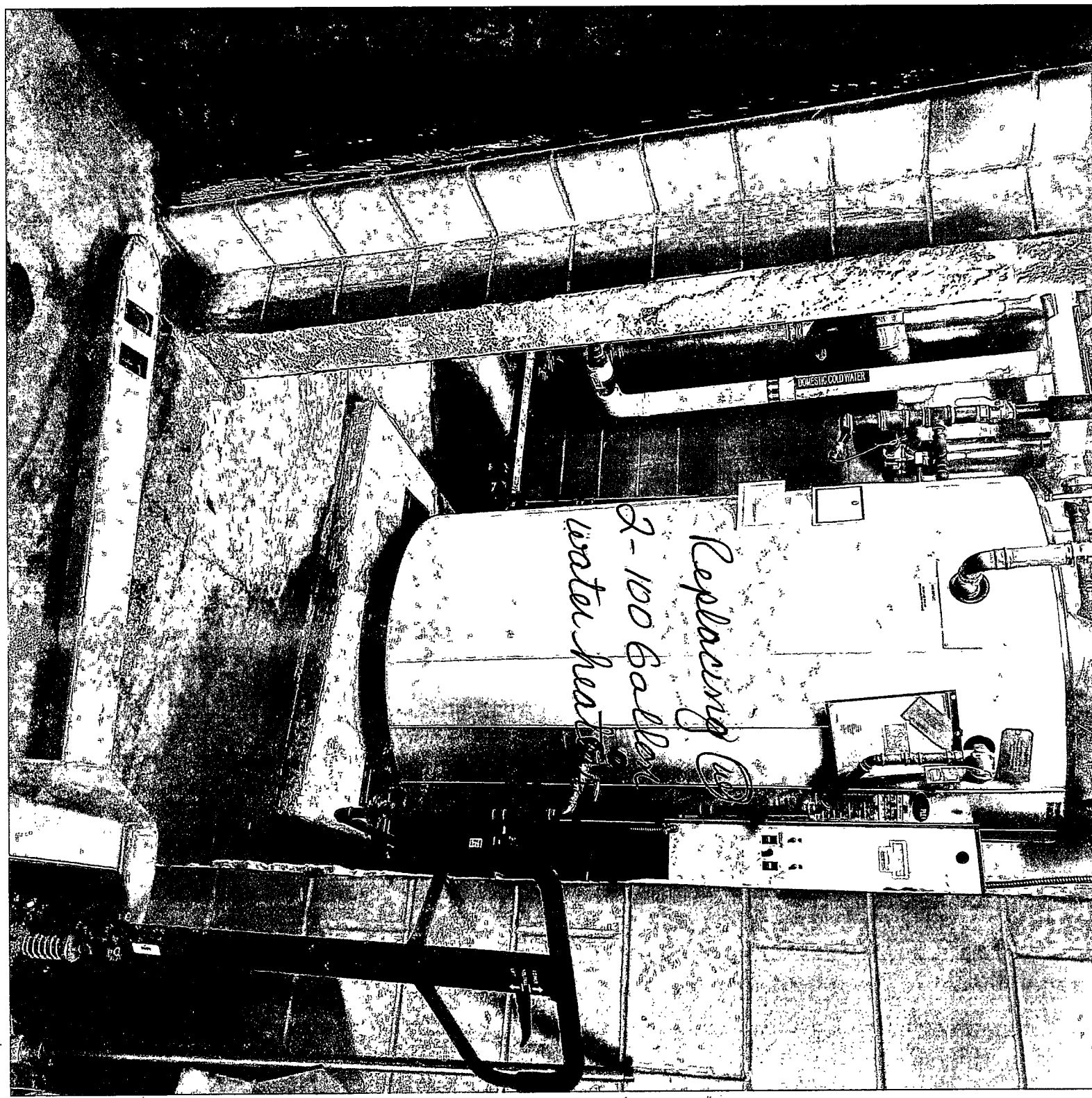
Printed : 09:40:18 31 MAR 2023

QUOTE TO:
 GILLESPIE COUNTY
 101 WEST MAIN ST, UNIT #4
 FREDERICKSBURG, TX 78624

SHIP TO:
 GILLESPIE COUNTY 777
 101 WEST MAIN ST
 FREDERICKSBURG, TX 78624-3745

830-997-6777

QUOTED FOR	CUSTOMER PURCHASE ORDER NUMBER	CUSTOMER RELEASE NUMBER	SALESPERSON	
JOHN	JAIL	JAIL	House Account	
WRITER	SHIP VIA	TERMS	EXPIRATION DATE	FREIGHT ALLOWED
Ronnie Barrett	CPU CUST PICK UP	2% 10TH NET 25TH 1.5% SC55	05/15/23	No
QUOTE QTY	OUR PART#	DESCRIPTION	Net Pric	Ext Pric
2ea	660653	RHEEM GN100-200 476285 100GAL NAT GAS COMM WTR HTR 2000 ELEV LOW-NOX 73-1/16H 301/4D TAXES NOT INCLUDED	6325.000/ea	12650.00
<p>Prices contained in this quote are the prices in effect at the time of quotation, and are subject to change at any time. We are not responsible for inaccurate quantity descriptions. Quantities should be checked against plans and specifications for accuracy. Special order material is non-cancellable. We are not responsible for delays not within our control.</p>			Subtotal	12650.00
			Bid Total	12650.00



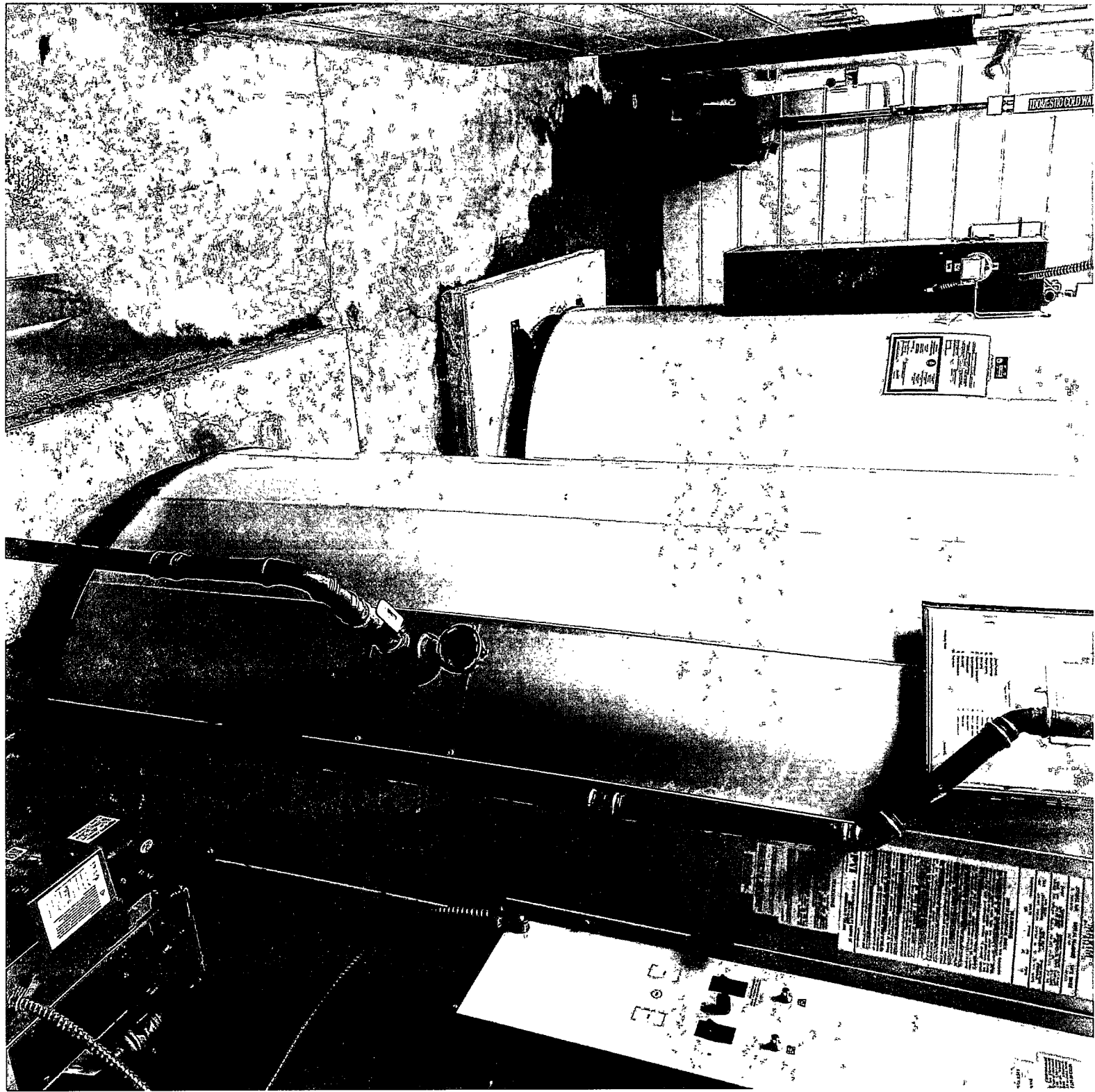
Replacing @
2-100 Gallon
water heater

DOMESTIC COLD WATER

gaco

57

59



DOMESTIC SECURITY

Control panel with various indicators and labels.

Monitor or display screen showing graphical data.

Rack of electronic equipment with multiple modules.

Control panel with several buttons and switches.

Small label or sign on the console.

COUNTY OF GILLESPIE

John Sandstedt
Facilities Manager



101 W. Main, Unit #4
Phone: 830/992/2604
Fax: 830/992/2608

Fredericksburg, Texas 78624

April 3, 2023

Estimates for Annex 1

First Floor offices A/C unit:

Going with K & K Heating and Cooling \$ 5,631.00

Gillespie Heating and Cooling \$ 6,256.00

K & K HEATING AND COOLING, LLC
71 EMERALD LOOP
FREDERICKSBURG, TEXAS 78624
830-456-4497
k&kheatingandcooling@beecreek.net

Keith Kozielski
TACLB: 26800C

March 6, 2023

County of Gillespie
Annex # 1

Proposal: Material and labor to replace indoor coil and drain pan. Pressure test system, pull vacuum and recharge system.

Total price. \$ 5,631.00

Warranty on replacement coil is 2-years.

Coil 2 weeks lead time from factory.

Proposal valid for 30 days.

Regulated by Texas Department of Licensing and Regulation
P. O. Box 1157, Austin, Texas 78711
1-800-903-9202 or 512-463-6599



REQUEST FOR APPLICATION

DEPOSITORY AND BANKING SERVICES

April 10, 2023

RESPONSE DUE: May 8, 2023 at 3:00pm
Gillespie County Treasurer's Office
Gillespie County Courthouse
101 West Main St.
Room 106
Fredericksburg, TX 78624

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- 1. Introduction**
- 2. Proposal Qualifications and Submission Instructions**
- 3. Overview**
- 4. Financial Institution Qualifications**
- 5. Required Services**
- 6. Additional Services**

Attachment A: Schedule of Proposed Fees



GILLESPIE COUNTY, TEXAS

REQUEST FOR APPLICATION - DEPOSITORY AND BANKING SERVICES

SECTION 1: INTRODUCTION

Gillespie County (the "County") is requesting proposals for a four (4) year bank depository services contract with service to begin August 1, 2023 and extend through July 31, 2027. The depository will be chosen in compliance with the Texas Local Government Code Chapter 116, the Public Funds Collateral Act, Local Government Code 2257, and the County's Investment Policy.

The contract shall allow the County to establish, on the basis of negotiations with the bank, new interest rates and financial terms of the contract that will take effect during the final two years of the four-year contract as provided by Local Government Code 116.021(b). On the renewal of a contract, the County may negotiate new interest rates and terms with the bank for the next two years in the same way and subject to the same conditions as provided by 116.021(c).

Through this contract the County intends to minimize banking costs, improve operational efficiency, and maximize its investment capabilities. This Request for Proposal (RFP), which represents the County's cash management goals, specifies all required qualifications, the banking services required, the estimated activity volumes on all accounts, the method and terms of compensation, submission instructions and contract award provisions. All qualified institutions, as defined below, are invited to submit a proposal.

Institutions responding to this Request for Application (RFP) must be insured through the Federal Deposit Insurance Corporation (FDIC), and must be able to demonstrate a capacity to meet the County's requirements as stated in the RFP.

The depository selected shall be the depository for the following funds:

- County funds - money collected and held by a district, county or precinct officer.
- District Clerk and County Clerk trust and registry funds.
- Funds belonging to Doss Consolidated Common School District (Doss CCSD).

SECTION 2: PROPOSAL QUALIFICATIONS AND SUBMISSION INSTRUCTIONS

By submitting a proposal in response to this RFP, depositories will be deemed to agree to the mandatory contract and service provisions contained herein. This RFP and the proposal submitted will be incorporated into and form the basis of the bank depository services contract.

Local Presence

To assure a close working relationship and to facilitate services, only depository institutions with full depository service capabilities within the City of Fredericksburg, Texas will be considered qualified to submit a proposal.

Proposal Format

In order to equitably evaluate each bank's ability to meet the banking service needs of the County, a standard format for all proposals is required. A response must be given to each item in Sections 4 through 6 of this RFP along with completion of Attachment A (proposed fee schedule). Responses must be in the same order as the questions presented with a response to each question, stating acceptance of, modifications or additions to, or a statement of the inability to provide said service. Only applications submitted in the prescribed format and using the provided attachment will be considered and evaluated for contract award. Additional explanatory information may be included as part of a proposal with appropriate references linked to the tabbed supplemental information.

Schedule for Proposal Submission

The County will make every effort to adhere to the following schedule.

04/10/23: Release of Request for Application

04/24/23: Deadline for questions concerning the RFP

04/28/23: Responses to any questions on the RFP provided to all interested parties

05/08/23: Deadline for RFP submission

05/09/23: RFP submissions opened in Gillespie County Courtroom at 10am.

06/12/23: Commissioners' Court award of contract

08/01/23: Contract commencement

Proposal Submission

To be eligible for consideration under this request, bids must be received in the County Treasurer's Office at the address listed below no later than May 8, 2023 at 3pm. Late submissions will be returned unopened.

**County Treasurer's Office:
Gillespie County Courthouse
101 West Main Street
Room 106
Fredericksburg, TX 78624**

The proposal must be submitted in a sealed envelope or packet marked "Application for Banking Depository Services". An accompanying transmittal letter must be signed by an individual authorized to bind the institution, state that the proposal is valid for 180 days from the submission date, and give full contact information regarding the proposal.

Bank must also submit with the bid packet, a certified check or a cashier's check in the amount of \$223,154 which is one-half of one percent of the County's unaudited revenue for the preceding year (Local Government Code 116.023) and one-half of one percent of the average daily balances of the County Clerk and District Clerk's Trust funds for the preceding year (Local Government Code 117.021) payable to Gillespie County as a guarantee of good faith. The County will hold the checks until a successful applicant has qualified as the Depository Bank. After the depository is

selected, the applicants that were not selected will have their checks returned promptly. The selected applicant will have their check returned promptly once the applicant executes and files a depository bond that is approved by Commissioners Court.

RFP Questions

There will be no pre-proposal conference. Questions regarding this RFP, or the services requested, will be accepted in e-mail form only, to Gillespie County Treasurer Dana Smith (<mailto:dsmith@gillespiecounty.org>), on or before **5pm on April 24, 2023**. Responses to all material questions submitted will be emailed to all known proposers by **5pm on April 28, 2023**.

Selection Criteria

The following criteria will be used by the County as the weighting basis for evaluation of the proposals and the award recommendation.

- 40 % - responsiveness and ability to provide services and reports required,
- 40 % - banking services costs and earnings potential,
- 10 % - experience, references, and continuity of bank and bank officials, and
- 10 % - creditworthiness and stability of the bank.

The County will consider the availability of services and the cost of those services as well as the earnings potential under the contract. All these elements will be combined for evaluation of the proposals. Award may not be made to the institution submitting the lowest price proposal. The County will choose the institution submitting the best, most responsive overall proposal to satisfy the County's needs.

County Rights

The County reserves the right to:

- Waive any defect, irregularity or informality in the proposal or proposal procedures.
- Reject any and all proposals.
- Accept any proposal or portion thereof most advantageous to County.
- Request additional information or require a meeting with bank representatives for clarification.
- Cancel, revise, and/or reissue this request for proposal or any portions thereof.
- Negotiate any conditions with proposers.
- Modify deadlines.
- Select any proposal deemed to be in its best interest as determined by the County.

Default in promised delivery of services, without acceptable reasons, or failure to meet the terms or conditions of the depository contract without remedy, will represent an event of default and may result in the County having the right to terminate the contract, but the exercising of such right to terminate the contract does not limit any other remedies the County may have for damages or other relief under law.

Proprietary Information

To the extent permitted by law, proposals will be opened in a manner that avoids disclosure of the contents until after award of the contract. Proprietary information contained in the proposal should be designated as such on each page containing the restricted information.

Fees and Charges

The County reserves the right to utilize either a fee basis or compensating balance basis (or a combination of each) for payment of banking services under the contract. The County reserves the right to change the payment methodology during the contract period upon no less than 30 days written notice to the bank with the change commencing the first of the following month. This will enable the County to take advantage of changing interest rate environments.

A complete account analysis will be required monthly regardless of the payment basis. All item and account charges will remain at the proposal price quoted on Attachment A for the duration of the contract period regardless of changes in service volumes during the period. Should new services be required during the contract period not contemplated by this RFP, those services will be provided at fees not more than the bank's then-current published rate and approved by the County Treasurer.

The County will have accounts established to hold cash bonds and other registry / trust funds having pending cases in the courts of Gillespie County. No fees may be charged to these accounts due to the ownership of the funds.

SECTION 3: COUNTY OVERVIEW

The County Treasurer and County Auditor will have primary interaction with the bank on matters of banking services. Both officers provide financial reports to the Commissioner's Court. No account should be opened under the County's EIN number without the written authorization of the County Auditor and the County Treasurer.

Doss CCSD has two accounts, due to their status as a Common Consolidated School District, Doss CCSD is required to have banking accounts through the County's Depository Contract.

The County has multiple locations and officials that require separate accounts. Currently the County utilizes twenty five (25) separate accounts. The Treasurer handles reconciliation of thirteen (13) of these accounts and will also be responsible for administering the agreement with respect to day-to-day activities, including deposits and withdrawals, ACH transactions, maintenance of account balances, daily reporting, etc. A list of County personnel authorized to deal directly with the bank will be provided following award of contract. The bank shall provide the County with a similar list of authorized personnel.

Attachment A lists the current 25 County accounts with three of these accounts being internal sweep accounts. Accounts reconciled by the Treasurer have blue tabs. Activity on these individual accounts is shown on separate tabs and a summary of all accounts is also shown on the first tab based on twelve months of account analysis information. As such, actual account analyses will not be made available to proposers.

The County has approximately 185 employees and payroll is paid bi-weekly with 95% of County employees paid by direct deposit. Bank must provide the capability for the County to utilize direct deposit payroll processing, allowing County employees to select the bank of their choice.

The County and DOSS CCSD will have interest bearing accounts established for disbursing checks written on County and School District funds. Checks and transfers will be written from these accounts. Wire transactions, ACH transactions, internal bank transfers and / or deposits will be made to / from these accounts.

The County Reserves the right to make investments outside the Depository Bank in accordance with the Laws of the State of Texas and the Investment Policy of Gillespie County. Doss CCSD also reserves the right to make investments outside the Depository Bank in accordance with the Laws of the State of Texas.

Primary responsibility for administration of the banking services agreement resides with the Treasurer who will monitor the bank's performance against provisions of the agreement, including the bank's proposal submitted in the response to this RFP.

SECTION 4: FINANCIAL INSTITUTION QUALIFICATIONS

To be considered the proposal must include a response to each question in this Section.

Creditworthiness

1. Provide the most current annual financial statement. The bank will be required to submit an audited statement to the County each year of the contract period as soon as it is available. Confirm agreement to this requirement.
2. Provide bank's most current Community Reinvestment Act (CRA) rating by its rating agency.
3. Provide the bank's current senior and subordinate debt ratings of the bank or holding company. As an alternative provide the current rating from an independent rating agency such as Highline, Veribanc, or comparable bank rating agency. The bank will be liable for notifying the County within thirty (30) days of any change in any of these ratings during the contract period. Confirm agreement to this requirement.

Customer Service

Service will be a primary focus of the evaluation. Describe the bank's philosophy and approach to satisfying this need through the following responses. The County is particularly interested in high-performance customer service.

1. How does the bank anticipate satisfying the County's need for customer service?
2. How will the local branch bank and holding company provide the County with relationship support?
3. How does the bank intend to support the new and ongoing automation needs of the County? How will this impact the County now and throughout the contract period, if at all?
4. Are there any new services planned by the bank which may impact the County? When are these planned to be available?
5. Is the bank offering any transition or retention incentives? Describe fully and quantify completely.
6. The County requires the right to use a third party auditor to review the County's accounts, collateral, transactions, and bank records at any reasonable time. Confirm agreement with this condition.
7. Does the bank have a formal service review process to analyze its services on a regular basis? Describe.
8. How often do the account representatives plan to meet with the County regarding services?
9. What programs does the bank have in place to protect the County from fraud of all types? Describe.

References

1. List references from three comparable Texas public entity clients, preferably counties. For each reference, include the length of time under contract, a client contact, title, telephone number and email.

Depository Agreement and Service Agreements

1. Provide a copy of all the bank's depository and service agreements which will be required to be executed under the contract for services rendered (including depository and collateral agreements). Any changes required on the agreements will be discussed and agreed upon before award of the contract is made by the County.

Implementation timeline

The contract period will commence August 1, 2023. The County recognizes that not all services and funds will be transferred by this date but expects that all services should be available by that date and that all services should be transferred by September 30, 2023.

1. Provide a proposed, detailed timeline for implementation of the contract. Include each activity required defined by its responsible party and assigned responsibilities. Denote any limitations or potential delay points.

SECTION 5: REQUIRED BANKING SERVICES

To be considered, the proposal must include a response to each of the questions in this Section and all associated fees must be detailed on first tab in Attachment A. All fees for all services anticipated must be detailed on the Attachment adding any level of detail necessary to determine the full cost of the service.

It is the County’s intent that the contract negotiated between the County and the Depository selected through this process will encompass all the services and conditions required in the RFP. Additional services offered by the Respondent may be included at the end of the RFP. The Required Services are minimum requirements, and any Respondent refusing or failing to provide such minimal services will not be considered for selection as Depository.

Consolidated Account Structure with Sweep Mechanism

The County currently utilizes three internal sweep accounts. All accounts are interest bearing and traditionally fees have been paid through a combination of compensating balances and fees. A listing of the current accounts and services in use is found in Attachment A. The County wants all its funds continuously earning at the best interest rates.

The bank should have the capability to create an automated, daily sweep to a money market mutual fund for use when rates rise. Alternatively, the bank may propose an internal sweep or other structure. Any structure should be designed to enhance County earnings.

Alternative structures available, should be presented for discussion. Neither a repurchase agreement nor an off-shore account of any type is acceptable as a sweep investment vehicle.

1. Describe the account structure being proposed by the bank if there is a low interest rate environment and if it will change as rates rise. Include classifications of accounts (ZBA, MMA, etc.) to be used in the structure.
2. Describe the bank’s ability to provide a ZBA-Master structure internally and externally and indicate the sweep process (through a master).
3. Do any of your sweep structures require minimum balances?
4. Is interest from the sweeps applied at the master or individual account level?
5. If the account structure proposed includes interest bearing or money market accounts, on what is the interest rate indexed or based?
6. Will sweep activity, when used, be reported on a daily detail basis or summarized on a monthly basis?
7. Provide the prospectus for any sweep fund alternatives. An AAA-rated, SEC registered government fund striving to maintain a \$1 NAV must be utilized for the sweep.
8. Is the sweep processed as the last transaction of the day? If it is a next day sweep, describe how funds are collateralized for funds held overnight.
9. The County may be required or may desire to open additional accounts or close/change accounts during the contract period. Any new accounts shall be charged at the same contracted amount. Confirm agreement to this condition.
10. Will the bank assess a direct balance based fee? What is the current rate?
11. Complete the following table with the rates for each category for the last twelve months and the current rate.

Type	Past 12 Months Avg	Current Rate
ECR	%	%
Interest Bearing Accounts	%	%
Money Market Accounts	%	%
Sweep MMMF	%	%

Automated Cash Management Information Access

The County requires web-based, automated cash management services and daily balance reporting (current and prior day) for timely access to balance information and transactions. It requires a high degree of automation within all service areas. Imaging of all checks and image retention is required. Imaging of deposit slips and deposit items is preferred. Preferably statements will be available in electronic form.

The County desires timely access to information for further download to the County's accounting software. Minimum on-line services should include online balance reporting, stop pays, positive pay, ACH, account transfers, and wire transfers. Daily balance reporting should include detail on all transactions with summary reporting on closing ledger and collected balances along with one-day float, at a minimum.

1. Provide a link to the bank's online portal and a sign-on for evaluation. Fully describe the bank's on-line service capabilities and systems, with examples and listing the system's online service capabilities.
2. Describe the ability to search historical transactions and reports as well as the ability to retrieve and download historical images.
3. Can customized reports draw across reporting modules and activities? Describe.
4. When is the prior day information available? Is intra-day information real-time or delayed?
5. Define history retention/archiving periods available.
6. Describe the security protocol for online services. How is authentication and authorization provided? How and by whom is the administration of the security module established and maintained?
7. What are the hours of available technical support? How is support provided?

Standard Collection and Deposit Services

All deposits received by the bank's established deadline must be processed on the same day. Immediate verification is not required. The bank shall guarantee immediate credit on all incoming wire transfers, on-us items, and securities maturities and coupons. All other checks clearing will be based on the bank's published availability schedule. Failure to timely credit the account will require payment reimbursement to the County at the then-current Fed Funds rate.

1. What is the bank's daily cut-off time at (a) banking centers, (b) branches, and (c) vault?
2. Are all items imaged? Please list items and availability online.
3. Are any deposits required to be made to a vault? If so, where is the vault located? Describe the process if the vault is not located in County limits.
4. Does the bank provide location tracking on deposits? Describe.
5. What e-receivables programs are available through the bank?
6. Does the bank require or prefer strapping and rolling?
7. Is there any limit to the number of deposits in one bag? Are these handled as separate advices?
8. When are credit/debit advices sent to the County from the deposit locations? How are these advices sent? Are images of originals provided with each advice?
9. Does the bank have any program to actively assist the County in collection through ACH for vendors or ongoing repetitive citizen payments?
10. How does the bank handle discrepancies in deposit amounts? What dollar limits are used for decisioning? What settlement process is followed?
11. How and when does notification of return items take place?
12. What type of deposit bags are used or required? Are these available from the bank? At what cost?
13. If provisional credit is given on deposit before verification, when does verification occur?
14. How much advance notice is required on coin and currency orders? Can orders be placed online? What is the turn-around time on orders?
15. Include a list of all the bank's deposit locations within the County's limits.
16. Discuss and define any virtual collection services (outside remote deposit) offered for collection of check and remittance documents.
17. Is full information on returned checks provided? How and when?

Remote Electronic Check Acceptance and Conversion

1. Describe the bank's process and capabilities for remote capture. A web-based system is required.
2. What is the final deposit cut-off time with remote?
3. Are there any limitations on batch size or number of transmissions per day?
4. Is the County's scanner able to be used on your system?
5. What options does the County have in scanners for use with the process in various volume locations? Is this equipment available through the contract: purchase or lease? List the equipment required along with its approximate cost(s).

NSF and RCK Services (Re-presentation of Checks by ACH)

The County does not currently utilize RCK but prefers availability for use under the contract. Currently NSF checks paid to the County are automatically charged back for collection.

1. Describe the bank's current NSF process. Are checks automatically charged back? When?
2. How and when is the County notified of return items?
3. Is the bank currently using ACH for collection of NSF checks (RCK)? How long has the bank been providing this service? Describe the process.
4. With normal processing or RCK, how are the NSF and the later collections matched/reconciled? Does the bank system cross reference the two transactions in any way?
5. Is NSF information, image, or occurrence available on-line? How long is it available online?

Standard Disbursing Services

Standard disbursing capability for all accounts is required. This includes the payments of all County checks upon presentation. The County requires positive pay services and prefers payee name verification.

1. When is daily check clearing information available online through intra-day reporting? How long are transaction details maintained online?
2. Does the bank image all checks? How are reports and details made available?
3. The County requires that the bank shall cash free of charge all payroll checks for County employees regardless of the individual's account status with the bank. Confirm agreement with this condition.
4. Does the bank have any virtual card programs in place? Describe fully.
5. Describe any payment consolidation or e-payables services available.
6. Describe the handling of exception or non-standard items through the payment consolidation process. Describe the error tolerance limitations and subsequent handling requirements.

Reconciliation and Positive Pay

The County does currently use positive pay for the General Checking account and will require the service in the new contract with complete indemnification for fraudulent checks. Payee verification is desired. The proposal must provide a fully automated, web compatible transmission process. Transmissions will be made as part of each check run.

1. Describe data transmission file and timing requirements for check registers. Are transmissions charged by file and by detail item?
2. Is positive pay input for manual checks available on-line? Describe.
3. Is exception reporting and handling managed totally online?
4. At what specific time is positive pay exception information reported to the County? How is the exception reported: e-mail notification or must the County check for exceptions?
5. At what specific time is the response required for County exception elections?
6. Does the bank provide payee positive pay?
7. Does the bank review exceptions errors for possible repair before creating a County exception item?
8. Are all checks, including those received over-the-counter by the tellers, verified against the positive pay file before processing? How often is teller information updated? If not verified, what are the process, liability, and security on OTC transactions?
9. Describe your partial reconciliation services.
10. When are reconciliation reports available? How long are they maintained online? Are they downloadable? Do they contain images of checks?
11. Provide samples of reconciliation reports.

Wires and Internal Transfer Services

The ability to send and receive wire transactions on an automated or manual basis required. Bank must provide the ability to restrict outgoing wire transactions (debits) to only those authorized and must also provide notification of wire transactions.

Incoming wire transfers must receive same day credit. Wire initiation and release must be available online. The County will require compensation for delays caused by bank errors at that day's Fed Funds rate.

1. Can all wire transactions be initiated online? Monitored online?
2. Can repetitive templates be created and stored? Is there a fee for wire and transfer template storage?
3. What level of authorization/release do repetitive or non-repetitive wires require? Is authorization for repetitive and non-repetitive the same?
4. Is future dating of wires and transfers available? How far in advance?
5. State wire access, posting, and cut-off times.
6. State the bank's policy on the use of ledger balances for outgoing wires in anticipation of scheduled activity or incoming wires.
7. Can internal account transfers be processed totally on-line? Book debits/credits?
8. Is there a fee for internal transfers?

ACH Services

1. Is online ACH service available for individual transactions as well as by transmission for batched files?
2. What is the policy and process for handling of ACH returned items?
3. Can ACH items and files be future dated?
4. What specific filters and/or blocks are available on the accounts?
5. What policy and process is used for file and item reversals and deletions?
6. Are ACH addenda shown in their entirety on-line and on detail reporting, reports and statements? Does access to this information require access to additional, specific EDI modules?
7. The County requires pre-noting. Is there a fee for the pre-note?

Safekeeping Services

All County investments will be made by the County Treasurer and instructions for clearing will be given to the bank by a County authorized individual. The bank will be required to provide book-entry safekeeping services or through a correspondent. Correspondent processing is not preferable. All fees must be detailed on Attachment A.

All securities must be cleared on a delivery versus payment (DVP) basis and ownership clearly and timely documented. All interest payments and maturities shall be given immediate credit to the appropriate DDA. Ownership of the securities must be perfected and evidenced by an original safekeeping receipt sent directly to the County within one business day.

The bank's brokerage services will not be used for investment purchases in order to perfect DVP. Certificates of deposit may be purchased from the bank but these will be on a competitive basis.

1. Is trade initiation available online for securities? Monitoring? Describe online services.
2. Is the bank a member of FRB and DTC?
3. If a correspondent bank is to be used, which institution will be used? Define the process and confirm same-day crediting/debiting on all transactions. Describe any County actions required.
4. How are safekeeping fees charged? Hard charge or on the account analysis?
5. Are notifications sent on all transactions? When and how?
6. What time are delivery instructions required? Is there a fee charged for late instructions.

Collateral Requirements

The initial amount of securities to be pledged against County funds (including Trust Funds), shall be adequate to fully collateralize the funds of the county plus 2% and shall continuously remain as such. The amount of the securities is subject to change as deposits fluctuate. Whenever the security provided shall be in excess of the amount required,

the Bank shall notify the Gillespie County Treasurer and with the approval of Commissioner Court, shall be permitted to release such excess. When the funds on deposit with the Bank shall for any reason increase beyond the amount of security provided, the Bank shall:

- Immediately pledge additional securities to the County to the extent that the security provided shall at no time be less than the total amount of County funds on deposit with the bank plus 2%; and
- Immediately notify the County Treasurer of such action.

The County requires a bank that is fiscally strong and able to provide the services described on an uninterrupted basis. As public funds the County falls under provisions of the Public Funds Collateral Act (Texas Government Code Chapter 2257) with additional restrictive County requirements. If funds are, for any reason, not swept all deposits above FDIC insurance coverage must be collateralized to 102% with securities authorized by the County. Authorized collateral will include only:

- Obligations of the US Government, its agencies and instrumentalities, including mortgage backed securities and CMOs which pass the bank test.
- Obligations of any US state, their agencies and instrumentalities, and municipalities rated A or better by two nationally recognized rating agencies.
- FHLB Letters of Credit.

The following conditions must be met.

- Collateral must be held in an independent third party bank approved by the County outside the pledging bank's holding company.
- All deposits will be collateralized, above FDIC insurance, at 102% of principal plus accrued interest at all times.
- The bank is responsible for the daily monitoring and maintaining of collateral margin requirements.
- Pledged collateral will be evidenced by original safekeeping receipts/report sent directly to the County by the Custodian and the Custodian will prepare a report of collateral pledged including description, par, and cusip monthly directly to the County (market value is not required). The monthly report will not come from the Bank.
- Substitution rights will be granted if the bank/custodian obtains the County's prior approval and if substituting securities are received before previously pledged securities are removed from safekeeping. Collateral value will be maintained during substitution at 102% or above.
- Substitution approval will not be required if the County has daily, online inquiry access to collateral information.
- The bank shall execute a depository agreement with the County for custody of pledged securities in full compliance with FIRREA. Approval of the agreement will be made by resolution of the bank's Board or Bank Loan Committee.
 - a. Confirm agreement to each of the collateral conditions stated above. State any exceptions.
 - b. Which institution will be used as custodian?
 - c. Does the bank propose any collateral charges? If so, what are the charges and how are they applied?
 - d. Provide the depository/collateral agreement for review.

The provisions provided in the above Collateral Requirements section shall also apply to Doss CCSD, with notification being made to the Doss CCSD Business Manager.

Account Analysis

A monthly account analysis report shall be provided for each account and on a consolidated relationship basis regardless of payment basis.

1. Provide a sample account analysis.
2. When is the analysis available online each month.
3. When is the analysis provided? How long is the analysis maintained on-line?

Monthly Statements

The bank will provide monthly account statements on individual accounts and on a consolidated account basis. All accounts are on a monthly cycle using the calendar month as cut-off. Timeliness of reporting is critical.

1. Provide a sample statement.
2. When are statements available online?
3. Are statement provided in both paper and electronic formats?
4. How long are statements maintained online?

Account Executive

To ensure smooth contract implementation and service continuation, a specific account executive and back-up must be assigned to the County account to coordinate services and expedite the solution of any problem. The account executive should meet with County staff annually on banking matters at a minimum.

1. Provide the outline for the client support structure to be provided to the County by the bank. What level of support is provided by the local representative?
2. Provide the name and title of the proposed account executives.
3. How often do the representatives plan to meet with the County Treasurer regarding services?

Overdrafts

Every effort will be made by the County to eliminate net aggregate daylight and overnight overdraft situations.

1. State the bank's policy regarding aggregate overdraft charges and the fees, if any.

Stop Payments

The County currently averages 1 stop pay a month. An automated input process is required.

1. Describe the online stop pay service. Is the process entirely done online?
2. How long do standard stop pays and renewals remain in effect? What options for time periods are available?
3. How is a stop pay renewal or cancellation accomplished?
4. Is there a fee for renewals?
5. What is the deadline for same day action?
6. Will the on-line system verify if the check was cleared before accepting the stop pay?

Company Banking

The County is interested in giving its employees the opportunity for enhanced banking services.

1. Does the bank have a banking services program available for County employees? Describe.

SECTION 6: ADDITIONAL SERVICES

If the bank has additional services (such as e-payables and e-receivables) which may be of enhanced value or interest to the County, they can be proposed and fully described in this section. Any service presented should have all associated costs detailed on Attachment A.

ATTACHMENT A
Proposed Bank Fees
Gillespie County

*Provide full information on all applicable fees
for the required services. Add as needed.*

2023

	MONTHLY AVERAGE	PROPOSED FEE	EXTENDED FEE	NOTES
Daily Ledger Balance	37,016,705			
BALANCE BASED FEE				
ACCOUNT MAINTENANCE	40			
SPECIAL SIGNATURE				
SWEEP MASTER				
SWEEP SUBSIDIARY				
CHECKS/DEBITS PAID	1,269			
CHARGEBACK ITEMS	2			
DEPOSITS/CREDITS	847			
DEPOSITED ITEMS	4,325			
BRANCH CREDIT POSTED				
CHANGE ORDER - NOTES				
CHANGE ORDER - COIN				
BRANCH ORDER PROCESSED				
BRANCH DEPOSIT ADJUSTMENT				
POSITIVE PAY MAINTENANCE				
POSITIVE PAY PER ITEM				
POSITIVE PAY EXCEPTION				
CHECK DEPOSITED ON-US				
CHECK DEPOSITED TRNSIT				
DEPOSIT CORRECTION				
RETURN ITEM				
RETURN ITEM REDEPOSIT				
STOP PAYMENT				
STOP PAYMENT RENEWAL				
WIRE INCOMING DOMESTIC				
WIRE-OUTGOING DOMESTIC	0			
BALANCE REPORTING MO MAINT.				
ACCOUNTS REPORTED				
ACCOUNT TRANSFER ITEM				
TRANSACTIONS REPORTED				
ACH MAINTENANCE/ACCOUNT				

ACH INCOMING				
ACH OUTGOING				
ACH FILES				
ACH RECEIVED				
ACH ADDENDA				
RETURN NOTIFICATION				
FILE DELETION/REVERSAL				
ACH FILTER/BLOCK				



GILLESPIE CENTRAL APPRAISAL DISTRICT

1159 S. Milam St.
Fredericksburg, TX 78624
(830) 997-9807

FEB 27 REC'D

February 22, 2023

Gillespie County
Judge Daniel Jones
101 West Main Street #9
Fredericksburg, TX 78624

Dear Judge Jones,

The Gillespie Central Appraisal District Board of Directors received a resignation letter from Nicole Bartel at their meeting on February 21st. She is resigning from the board of directors effective June 15, 2023. She graciously submitted the resignation early so that the process to fill her vacancy could begin.

The Texas Property Tax Code guides appraisal districts in the process to fill a vacancy on the board of directors. Each taxing unit that is entitled to vote on the board of directors may nominate by resolution adopted by its governing body a candidate to fill the vacancy. The taxing unit shall submit the name of its nominee to the chief appraiser within 45 days from the date of this letter. I will then prepare and deliver the list of nominees to the board of directors by the 50th day from the date on this letter. The board of directors shall elect by majority vote one of the nominees to fill the vacancy. The elected nominee would serve the remainder of the 2022-2023 board of directors' term (six months).

The significant dates are as follow:

- February 22, 2023 - Notification letter sent to voting taxing units
- April 10 - Deadline for voting taxing units to deliver name of nominee to Scott Fair
- April 14 – List of nominees delivered to the board of directors
- April 18 – Board of directors elects one of the nominees at monthly board meeting
- Elected nominee would be able to attend May and June board meetings, but would not be a member until June 16th

Please contact me if you have any questions or concerns regarding this process.

Sincerely,

A handwritten signature in blue ink that reads "Scott Fair".

Scott Fair, RPA, RTA, CCA
Chief Appraiser