

AGENDA
GILLESPIE COUNTY COMMISSIONERS COURT
REGULAR MEETING
MONDAY, FEBRUARY 26, 2024
GILLESPIE COUNTY COURTHOUSE
FREDERICKSBURG, TEXAS
9:00 O'CLOCK A.M.

Invocation and Pledge of Allegiance.

1. Call meeting to order.

2. Consent Agenda - routine business items that the Court will act upon collectively in single motion, unless an item is requested to be removed from the Consent Agenda by any member of the Commissioners Court, in which case the removed item will be considered, discussed, and acted upon separately as a regular agenda item.
 - a. Consider approval of Bills & Claims and payments via electronic fund transfers.
 - b. Consider approval of Journal Entries & Budget Amendments (Line Item Transfers).
 - c. Consider approval of payroll claims & related expenses.
 - d. Consider approval of Departmental Reports.
 - e. Consider approval of Fees of Office.

3. Proclamation: American Red Cross Month.

4. Consider approval of an agreement between Cornett Engineering and Gillespie County for “on-call” engineer services at the County Airport, and authorization for the execution of documents.

5. Consider approval of the contract with Unlimited Security for private security services at the County Airport related to the 2024 Eclipse.

6. Consider approval of application with Ryan Turner Specialty Aviation for renewal of the Airport General Liability Insurance policy for the County Airport.

7. Consider award of bid for electrician services to install electricity to the front gate at the County Airport, and approval of purchase of said services.
8. Consider approval of the final payment in the amount of \$11,450 to Aumentum Technologies for the installation of E-Recording service in the County Clerk's Office.
9. Consider approval of variances from the County's Development Regulations concerning proposed Lots 1 and 2 in Burlison Subdivision, Precinct 4, as requested by Waymaker Surveying as follows:
 - a. Allowance of an existing agricultural-use structure (barn) located along the North line of Proposed Lot No.2 within the 20' wide Front, Side & Rear Building Setback Lines.
10. Consider approval of final plat for Lots 1 and 2 in Burlison Subdivision, in Precinct 4.
11. Receive Racial Profiling Report from Constable, Precinct 1, and notification that report has been filed with Texas Commission on Law Enforcement.
12. Consider and discuss closing County offices on April 8, 2024 due to the 2024 Eclipse.
13. Consider rescheduling April 8, 2024 Commissioners Court meeting due to the 2024 Eclipse.
14. Consider award of bid for outside contractor services for removal and replacement of cattle guards at various locations in Precinct 2, and approval of purchase of said services.
15. Consider approval of request from Gary Hunter for extension of time to complete project work at 520 E. Main St. using previously awarded County Hotel Occupancy Tax (HOT) funds.
16. Discuss and consider Application and Petition filed by Harper ISD to close, abandon and/or vacate that certain road known as "North School Road", which is

listed as a County road in Precinct 2 in Gillespie County, Texas, and consider setting a public hearing date and taking any other appropriate action related to said Application and Petition.

17. Consider approval of Cybersecurity Course Enrollment Form through the Texas Association of Counties, to provide required cybersecurity training for County employees, and authorization for execution of documents.
18. Consider approval to advertise for Part-Time Assistant Auditor position in the Auditor's Office.
19. Consider approval of County Clerk minutes from multiple Commissioners Court meetings in 2023 and 2024.
20. Consider appointment of County representatives to serve on the Chamber of Commerce Broadband Committee and Housing Committee.
21. Consider approval of contract between Gillespie County and the Doss Volunteer Fire Department for rural fire services, and authorization for execution of documents.
22. Consider approval of hiring or transferring personnel for vacant positions in the Sheriff's Office.
23. Consider approval of grant application for FY23 Operation Stonegarden (OPSG) grant program, to be filed by the Gillespie County Sheriff's Office.
24. Consider the appointment of individuals to fill vacant positions on the Gillespie County Child Services Board (551.074; 551.0745).

PROCLAMATION

AMERICAN RED CROSS MONTH - MARCH 2024

WHEREAS, During American Red Cross Month in March, we celebrate the compassion of people in Gillespie County and reaffirm our commitment to care for one another in times of crises; and

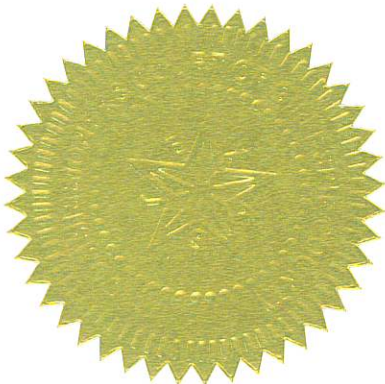
WHEREAS, This generous spirit is woven into the fabric of our commitment and advances the humanitarian legacy of American Red Cross founder Clara Barton – one of the most honored women in our country’s history - who nobly dedicated herself to alleviating suffering; and

WHEREAS, Today, kindhearted individuals in our community exemplify Barton’s commitment as they step up through the American Red Cross Hill Country Chapter to provide a beacon of hope for our neighbors in need. Through their voluntary and selfless contributions, they make a lifesaving difference in people’s darkest hours – whether it’s delivering shelter, food and comfort during disasters; providing critical blood donations for hospital patients; supporting military families, veterans and caregivers through the unique challenges of service; saving lives with first aid, CPR and other skills; or delivering aid and reconnecting loved ones separated by global crises; and

WHEREAS, We hereby recognize this month of March in honor of all those who lead with their hearts to service people in need, and we ask everyone to join in this commitment to strengthen our community.

NOW, THEREFORE, I, Judge Daniel Jones, County of Gillespie, Texas, by virtue of the authority vested in me by the laws of Gillespie County and State of Texas do hereby proclaim March 2024 as Red Cross Month. I encourage all citizens to reach out and support its humanitarian mission.

Signed this ____ day of February 2024.



Daniel Jones
Gillespie County Judge

CONSULTING SERVICES AGREEMENT ON-CALL ENGINEERING SERVICES

This Consulting Services Agreement (“Agreement”) is by and between Mark D. Cornett, P.E., dba Cornett Engineering (“Consultant”) Gillespie County Airport (T82) (“Client”), and is effective for all purposes as of _____.

Project: On-Call Engineering Services related to planning and development of T82 infrastructure

Scope of Services

Consultant will provide on-call engineering services for T82 (Gillespie Airport) in development of the airport per the attached CIP Composite Drawing as provided in the 2023 Airport Layout Plan (page 20). On-call engineering services include civil engineering planning and design, and other services requested including survey, structural design, or geotechnical testing which will be provided by qualified sub-consultants. Specific scopes of work and fee structure will be provided in task orders and tracked separately under the on-call services contract. Each task order must be approved in writing by Client prior to commencement of services under said task order.

Schedule

A schedule to complete work for each Task Order will be provided in the specific Task Order.

Information provided by client

Client will provide any previous reports, CAD files, and other applicable information that may impact the work and is available to the client. The information should be provided in paper, .pdf, or other electronic formats.

Fees

Fees for each Task Order will be based upon hourly or agreed upon fixed fee rates provided in the specific task order. Hourly rates include the use of computers, vehicle for travel, meeting time, and time in development of the completed work. Hourly rates are established for Consultant only and do not represent any subconsultant or service that are used in completion of the work such as structural engineering, electrical engineering, surveying, or geotechnical/testing services. Total fees to be paid by Client under this agreement shall not exceed annual budget.

Cornett Engineering

1174 Funf Kinder Rd., Fredericksburg, Texas 78624 210-213-1195

Mark@cornettengineering.com Firm No. F-13850

Excluded from Scope of Service

Services specifically excluded from this agreement are legal representations or general contracting services for construction.

Closing

Agreement includes and is subject to, an only to, the attached Consulting Services Agreement Standard Provisions

Sincerely,

CONSULTANT:

CORNETT ENGINEERING

By: Mark D. Cornett, P.E. *Mark D. Cornett* 2/16/24 _____

Accepted by:

CLIENT: Gillespie County Airport (T82)

By: _____ Date: _____

Address: _____

Phone: _____

Email: _____

CONSULTING SERVICES AGREEMENT STANDARD PROVISIONS

1. Consultant's Scope of Services and Additional Services. The Consultant will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including reproduction, postage, and supplies. Other direct expenses will be billed at 1.10 times cost.
2. Client's Responsibilities. In addition to other responsibilities herein or imposed by law, the Client shall:
 - a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
 - b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development design, or construction.
 - c. Provide the Consultant all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
 - d. Arrange for access to the site and other property as required for the Consultant to provide its services.
 - e. Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
 - f. Provide Consultant requirements for insurance or professional liability with this contract so as not to delay the Consultant.
 - g. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
 - h. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
 - i. Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services or any defect or noncompliance in any aspect of the project.

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3. Period of Services. Unless otherwise stated herein, the Consultant will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six (6) months, Consultant reserves the right to request renegotiation of the terms of agreement.

4. Method of Payment. Client shall pay Consultant as follows:
 - a. Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 30 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice.

 - b. Interest will be added to accounts not paid within 30 days at the rate of 18% per year beginning on the 30th day. If the Client fails to make any payment due under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid. Consultant shall not be liable for any delay or damages because of suspension of work by Consultant.

 - c. If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.

 - d. If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due within 30 days of receipt.

 - e. If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.

 - f. The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

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5. Use of Documents. All documents and data prepared by the Consultant are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all obligations under this Agreement. The Consultant is providing a non-exclusive license to the Client to use the Consultants instrument of services for the project. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of the Consultant's documents, or any reuse of the documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend, and hold the Consultant harmless from all claims, damages, losses, and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.
6. Opinions of Cost. Because the Consultant does not control the cost of labor, materials, equipment, or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids, or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
7. Suspension by Client. If work is suspended by Client, Consultant shall be reimbursed for costs associated with the delay, as well as compensated for services performed and allowed and appropriate adjustment to the schedule and fee prior as Additional Services.
8. Termination. The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty (30) days' written notice for the convenience of the terminating party. The Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant because of such termination.
9. Standard of Care. The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.
10. LIMITATION OF LIABILITY. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO THE CLIENT AND THE CONSULTANT, THE RISKS ARE ALLOCATED SUCH THAT, TO THE

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FULLEST EXTENT ALLOWED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE CONSULTANT AND THE CONSULTANTS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS TO THE CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER THE CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES UNDER THIS AGREEMENT FROM ANY CAUSES, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR ANY WARRANTY, EXPRESS OR IMPLIED, OF THE CONSULTANT OR THE CONSULTANTS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, SHALL NOT EXCEED TWICE THE TOTAL COMPENSATION RECEIVED BY THE CONSULTANT UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS GREATER. HIGHER LIMITS OF LIABILITY MAY BE NEGOTIATED FOR ADDITIONAL FEE. THIS SECTION 9 IS INTENDED SOLELY TO LIMIT THE REMEDIES AVAILABLE TO THE CLIENT OR THOSE CLAIMING BY OR THROUGH THE CLIENT, AND NOTHING IN THIS SECTION SHALL REQUIRE THE CLIENT TO INDEMNIFY THE CONSULTANT.

11. Mutual Waiver of Consequential Damages. In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
12. Construction Costs. Under no circumstances shall the Consultant be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully approved plans, and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.
13. Certifications. The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility. The Client shall submit to the Consultant within 14 days prior to the date of agreement any required certifications. The Consultant shall not be required to execute certification that would require knowledge, services, or responsibilities beyond the scope of the agreement.
14. Dispute Resolution. All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within two (2) years of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.
15. Hazardous Substances and Conditions. Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions.

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Consultant's services will be limited to analysis, recommendations, and reporting, including, then agreed to, plans and specifications for isolation, removal, or remediation. The Consultant will notify the Client of unanticipated hazardous substances or conditions of which the Consultant becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

16. Construction Phase Services.

- a. If the Consultant prepares construction documents and the Consultant is not retained to be involved with construction phase services, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.
 - b. The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
 - c. The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents, and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.
17. No Third-Party Beneficiaries; Assignment and Subcontracting. This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

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18. Confidentiality. The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.
19. Miscellaneous Provisions. This Agreement is to be governed by the law of the State of Texas. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

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CONSULTING SERVICES AGREEMENT

TASK ORDER #1

Notice to Proceed Date: _____

Consultant: Cornett Engineering

Client: Gillespie County Airport (T82)

Subject to Consulting Services Agreement for On-Call Engineering services dated _____.

TASK ORDER #1:

Scope of Service:

Create a prioritization of projects in list and description format. Construction projects to have ability to substantially complete for less than \$50,000 each and support the development of the airport. Projects include road extensions, water and sewer main extensions and improvements, electrical and dry utility line extensions, and additional survey services. Consultant will align the projects with the Capital Improvement Program. The format will include an exhibit of the north-end expansion area and an exhibit of the south- end expansion area, identifying projects with number format. A spreadsheet of the projects will be provided and maintained in excel format with prioritization recommendation. Conceptual costs will be used in this analysis with anticipation of a total of 5-10 projects that can be funded in the foreseeable future with combined costs of \$250,000 to \$500,000. Results will be presented to the airport advisory board for review and approval prior to development of Task Order #2.

Schedule: Two months from notice to proceed.

Deliverable: Planning level exhibit with descriptions, budgets, and priorities including two exhibit sheets and one comprehensive spreadsheet summary.

Fee: Hourly rate of \$190/hr with a budget of 40 hours = **\$7,600.**

End of Task Order #1

CONSULTING SERVICES AGREEMENT

TASK ORDER #2

Notice to Proceed Date: _____

Consultant: Cornett Engineering

Client: Gillespie County Airport (T82)

Subject to Consulting Services Agreement for On-Call Engineering services dated _____.

TASK ORDER #2:

Part 1: Survey

Scope of Service:

Surveying services may be required to adequately complete this scope of work. Existing utilities need to be located along with verification of the border to establish datum in State Plane Coordinates. Searchers Surveying will provide additional surveying support with the following scope of work elements.

Schedule: One month

Deliverables as follow:

SURVEY TASK 2a – BOUNDARY SURVEY OF COUNTY PROPERTY AT AIRPORT

- a. Perform research of subject and adjoined tracts
- b. Prepare survey field work of the perimeter of the property.
- c. Establish 3D survey control in state plane coordinates.
- d. Finalize survey using state plane coordinates.
- e. Provide signed and sealed PDF of boundary survey.
- f. Provide boundary data in CAD file.

SURVEY TASK 2b – LOCATE VISIBLE EVIDENCE OF UTILITIES

- a. Locate water valves, fire hydrants, sewer manholes with inverts, storm drain manholes & structures, electric transformers, utility poles, and pedestals.
- b. Draft improvements with boundary survey information
- c. Produce CAD file in state plane coordinates.

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SURVEY TASK 2c – PREPARE TOPOGRAPHIC SURVEY USING LIDAR DATA ONLY

- a. Obtain most current Lidar data available on TNRS website.
- b. Process data to obtain one-foot contours in NAVD 88
- c. Label contours
- d. Provide PDF and CAD file with contours.

AA-SURVEY TASK 2d – PREPARE CURRENT ORTHOPHOTO(S) OF AIRPORT

- a. Set 15-20 ground control panels using survey grade GPS.
- b. Fly with drones.
- c. Double fly where structures are located for additional detail and precision.
- d. Process photos on state plane coordinates
- e. Provide PDF and CAD file with photos combined with any other survey work performed in other tasks at that time.
- f. (See Note 2D below)

Fee. The Fee for each task detailed above in the Scope shall be as follows:

SURVEY TASK 2a - \$9,900

SURVEY TASK 2b - \$5,500

SURVEY TASK 2c - \$1,100

SURVEY TASK 2d - \$6,000 (See Note 2d below)

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Part 2: Engineering

Scope of Service and Deliverable:

Provide a 30% design exhibit of each of the top 5 projects using survey data collected in Part 1 of this Task Order and the priorities established in Task Order #1. 30% design exhibit for each project will include an exhibit of the project area showing existing airport features, potential cross sections adequate to describe the improvement, and alignment of the improvement in horizontal plan to scale on one sheet of 11x17 paper. A technical memorandum with reference to specifications and scope of work will be prepared for each project. Detailed construction administration documents or technical specifications will not be prepared in this Task Order. Survey control will be referenced as to properly establish the location of the improvements. CAD files will be made available upon request of the selected contractor.

Schedule: 1 month upon completion of survey data

Fee: \$3,000 per project exhibit and memorandum x 5 projects = \$15,000

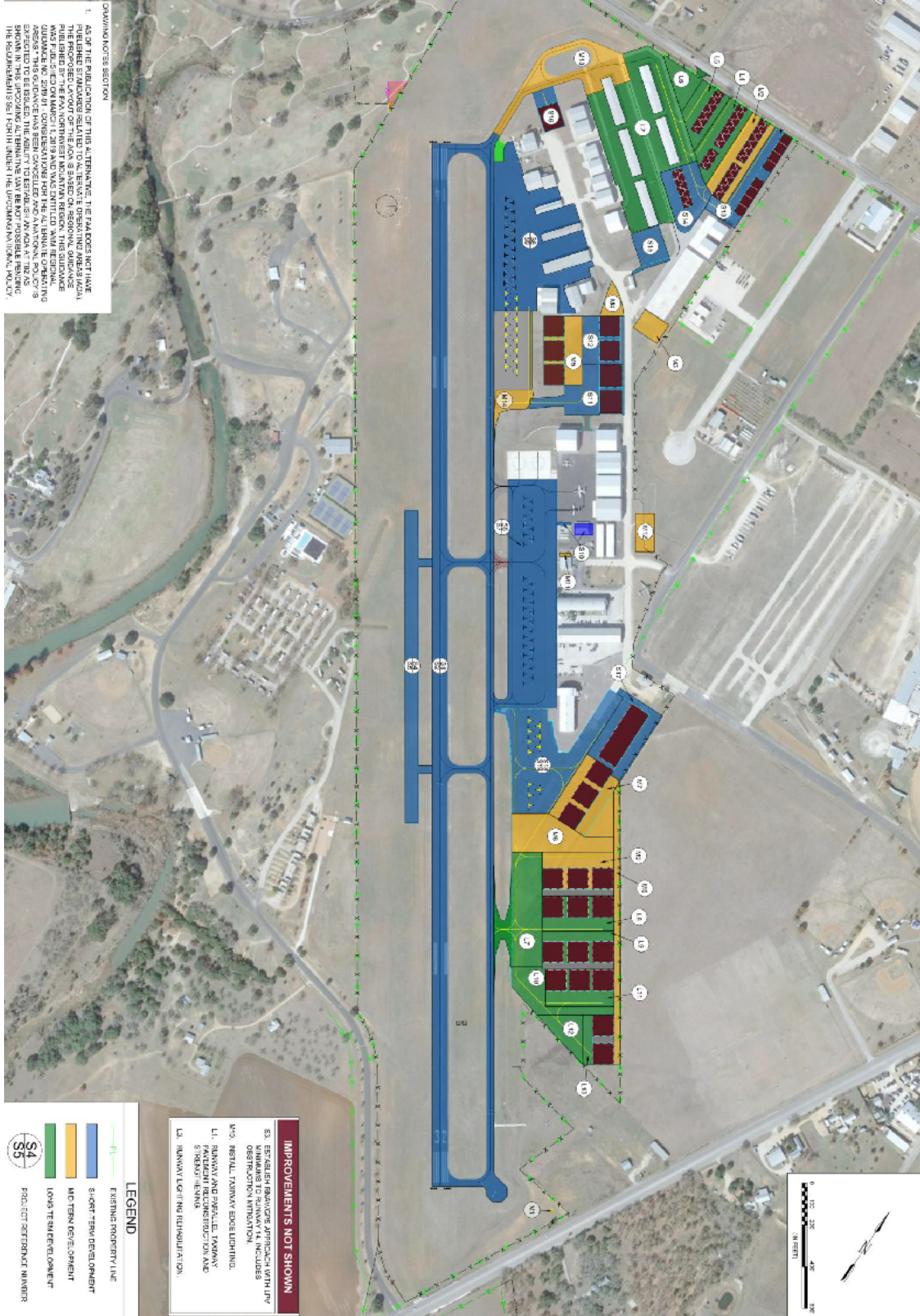
Fee summary for Part 1 (Survey) and Part 2 (Engineering) in Task Order #2:

Survey Task 2a, 2b, 2c and Engineering total fee:	\$31,500
<i>Note 2d.</i> Add Alternate- Survey Task 2d	<u>\$ 6,000</u>
Total with Add Alternates 2d – drone aerial	\$37,500

Exclusions of Task Order #2

Projects in Task Order #2 are anticipated to be “small works” type projects that can be completed with \$50,000 construction budgets. Drainage projects may require some basic sizing criteria using storm water calculations. However, detailed hydraulic modeling or routing of airport drainage basins are not included in this Task Order. Construction administration or construction observation is not included in this Task Order. Geotechnical services, structural engineering, or electrical engineering services are not included in this Task Order. These services are available but at an added scope of work and budget in future Task Orders.

End of Task Order #2



Unlimited Security Service LLC
License # B-16635
1519 Ranchero Road
Kerrville Texas 78028
830-997-8756
unlimited8756@yahoo.com

RE: Agreement between Unlimited Security Service and Tony Lambardi

Unlimited Security Service will provide services for your private party or event on April 6 & 7 2024 at Gillespie County Airport. Unlimited Security Services shall 7:00 pm through 7:00 pm. Unlimited Security Service shall provide a guard at a rate of \$40.00 per hr. per guard and Holiday rate at \$60.00, with a 5 hr. min. a min of 2 guards for the first 200 people and 1 guard for every 100 people here after, plus tax if applicable, travel time will be added for any event exceeding 30 minutes away from home address of Kerrville Texas for a total cost of \$ 2,251.60 **if your event exceeds the contracted guards as per your request as stated above additional guards will be called in to cover at \$60.00 with a 5 hr min.** Neither Unlimited Security Service nor any of its agents or employees shall be responsible or liable to sponsor, or any third party for acts or omissions of sponsor or anyone attending the event. **Payment for above services will be half of amount 30 days before any event as deposit with NO refund for any Cancellations and remainder due 1 weeks before event to secure job. If booked 30 days prior to event full payment is due at time of contract signed.**

Guards contracted 2 guard/24 hrs. Travel time;2 hrs. Total time;52 hrs.

Conditions and Regulations of Unlimited Security Service LLC

- 1) Unlimited Security Service will follow all regulations of any event center where employed and all laws of the State of Texas with local law enforcement agencies.
- 2) Alcohol to minors: minors will be given one verbal warning first time caught, second time caught the police will be called and minor will be charged with an MIP(minor in position of alcohol, and will be asked to leave the event.)**NO EXCEPTIONS**

- 3) Any person not invited and/or instructed by person in charge of event/party will be asked to leave, if person or persons do not comply the police will be called.
- 4) Any person who is drunk or causing a disturbance or fighting will be asked to leave, if they do not comply the police will be called. **NO EXCEPTIONS**

Non-Refundable Deposit; \$.1,125.80
30-45 days prior

Amount Due \$1,125.80
1 week before event

I have Read and Agree with the Terms set forth in above Contract

Date

Authorized Person for Event

Febuary 13, 2024

Fernando Munoz

Date

Owner



RT Specialty Aviation

Airport General Liability Application

Please fill in all blanks, check all applicable boxes, and sign and date at bottom (one application per location).
 This document does not provide any coverage or amend any existing coverage.

1. GENERAL INFORMATION

Applicant's Name:	Gillespie County		
Website:	https://www.gillespiecounty.org/page/airport		
Address:	101 W. Main St., Unit 9		
	City: Fredericksburg	State: TX	Zip: 78624
	Work Phone: (830)-990-5764		
Info:	Names and address of all subsidiary companies to be covered under this policy:		
	Do you currently have aviation Commercial General Liability Coverage? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
	Current Insurance Carrier: Old Republic Ins CO Coverage Expires: July 1, 2024		
	Is the Applicant the owner and/or operator of the Airport? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
	Name of Airports and other locations, the Insured operates and coverage will apply:		
	<u>Name of Airport</u>	<u>Identifier</u>	<u>Applicant's Occupancy</u>
	Gillespie County Airport	T82	Entire <input checked="" type="checkbox"/> Part <input type="checkbox"/>
			Entire <input type="checkbox"/> Part <input type="checkbox"/>
			Entire <input type="checkbox"/> Part <input type="checkbox"/>
			Entire <input type="checkbox"/> Part <input type="checkbox"/>
			Entire <input type="checkbox"/> Part <input type="checkbox"/>

2. LIABILITY COVERAGE OPTIONS AND LIMITS DESIRED (please complete using N/A when not applicable)

Type Coverage	Desired Limit	Remarks
Premises and Operations Liability	\$ 1,000,000	Each Occurrence War Liability <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Deductibles	\$	Each Claim TRIA Liability <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Products and Completed Operations Liability	\$ 1,000,000	Aggregate
Hangarkeepers Liability	\$ 500,000	Each Aircraft (deductibles apply)
Deductibles	\$	Each turbine engine aircraft claim
	\$	Each piston engine aircraft claim
Premises Medical Payments	\$ 1,000	Each Person
Other (specify)	\$ 5,000	Each Occurrence Aggregate <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Other (specify)	\$	Each Occurrence Aggregate <input type="checkbox"/> Yes <input type="checkbox"/> No
Other (specify)	\$	Each Occurrence Aggregate <input type="checkbox"/> Yes <input type="checkbox"/> No
Other (specify)	\$	Each Occurrence Aggregate <input type="checkbox"/> Yes <input type="checkbox"/> No
Other (specify)	\$	Each Occurrence Aggregate <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No



3. SUMMARY OF OPERATIONS:

a) Describe All Aviation Operations of the Applicant / Subsidiaries: General Operations and Maintenance of Airport

b) Describe All Non-Aviation Operations of the Applicant / Subsidiaries N/A

c) Does the applicant own, operate or maintain any navigational aids? Yes No

If yes, please describe _____

d) Any Airline Equipment Fueling or Maintenance? Yes No

e) Type of aircraft regularly using the airport: Small GA Aircraft

f) Largest type of aircraft using the airport: Gulfstream 4/S

g) Total number of aircraft movements annually? 22,000 Scheduled

Wide body Narrow body Charter General Aviation Military

h) Total number of passenger movements annually?

i) **Who is responsible for the following services:**

- | | | |
|--|--|---|
| (1) Hangaring Aircraft <u>Aircraft Owner/FBO</u> | (2) Runways/Taxiways <u>Applicant</u> | (3) Control Tower <u>N/A</u> |
| (4) Ramp and Turn-Around Service <u>N/A</u> | (5) Refueling & Storage of Fuel <u>FBO</u> | (6) Emergency Services <u>N/A</u> |
| (7) Catering <u>N/A</u> | (8) Security: including Passengers <u>N/A</u> | (9) Security Passenger Baggage <u>N/A</u> |
| (10) Car Parking <u>N/A</u> | (11) Baggage/Freight/Cargo Handling <u>N/A</u> | (12) Bird/Wildlife Control <u>Applicant</u> |

4. AIRPORT DESCRIPTION:

a) Runway Construction: Concrete Turf Gravel Blacktop Other (Please describe) _____

b) Air runways lighted? Yes No

c) Airport's longest paved and lighted runway: 5,001 ft

d) Is aircraft traffic controlled? Yes No By: _____ Tower Unicom Operated by: _____

e) Is there an airport manager? Yes No Employed by: County Independent Contractor (Provide copy of the contract)

f) Describe Airport premises security: Security Cameras only

g) Is a fire station located at the airport? Yes No If not, how many miles away from the airport? 2 miles

h) What percentage of the airport is fenced? 99.5 %

i) Any known cyber exposures? Yes No

j) Carry Worker's Comp Insurance Yes No

k) Total # of Employees 2 employees; up to 20 volunteers on occasion

l) Any known construction work expected on the airport in the next 12 months? Yes No

m) Any automobiles (owned or customers) allowed airside? Yes No

n) Any vehicles or equipment operated within 80 feet of an aircraft? Yes No

o) Applicant's ramp/parking area is paved and clear of obstructions and/or construction: Yes No

p) Applicant's ramp/parking is shared by other FBO/commercial operators: Yes No

q) Applicant's ramp/parking is well lighted and has easy and clear access from taxiways and/or runways: Yes No

r) Any Non-Owned Exposure (if Yes, please complete a Non-Owned Application) Yes No

Explain all YES answers (attach separate sheet, if necessary): WC insurance coverage with Sedgwick, additional hangars being built and

runway/taxiway construction over next year, vehicles allowed airside, vehicles operated w/in 80 ft of aircraft, paved parking areas clear of obstructions and

construction ,ramp and parking shared, well lit parking areas and easy access from runways/taxiways



Please describe employee turnover your business is experiencing: None

Please describe any aircraft rental or personal aircraft usage by employees on company business: None

5. ESTIMATED GROSS ANNUAL RECEIPTS – All Operations:

(Please use N/A when not applicable)

Estimated Sales Next Year	% USA / % Non-USA	% Piston Engine / % Turbine Engine	Actual Sales Last 12 Months
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Fueling			
Fuel & Lubricants (see Section 6 for specific gallonage)	\$ N/A	/	\$ 0

Repair Type Services			
Aircraft Repair	\$ N/A	/	\$ 0
Engine Overhaul / Repairs	\$ N/A	/	\$ 0
Propeller Overhaul / Repairs	\$ N/A	/	\$ 0
Aircraft Painting	\$ N/A	/	\$ 0
Aircraft Interiors	\$ N/A	/	\$ 0
Avionics Overhaul / Repairs	\$ N/A	/	\$ 0
Aviation Parts Overhaul / Repairs	\$ N/A	/	\$ 0
Other (specify)	\$ N/A	/	\$ 0

Sales Related Services			
Tie Down & Hanging	\$ 60,000	100 / 0	\$ 57,000
Aircraft Parts (not installed)	\$ 0	/	\$ 0
Avionic Sales (not installed)	\$ 0	/	\$ 0
Aircraft Charter	\$ 0	/	\$ 0
Aircraft Rental / Instruction	\$ 0	/	\$ 0
Used Aircraft Sales	\$ 0	/	\$ 0
New Aircraft Sales	\$ 0	/	\$ 0
Food Concessions / Restaurant	\$ 0	/	\$ 0
Other (specify)	\$ 0	/	\$ 0

GRAND TOTAL	\$ 60,000	100 / 0	\$ 57,000
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Please provide the % of the Estimated Sales stated above that apply to:

Civil Fixed Wing Aircraft:	100	%	Military Fixed Wing Aircraft:	%
Civil Rotor Wing Aircraft:		%	Military Rotor Wing Aircraft:	%

6. FUELING OPERATIONS:

Fueling is done by applicant: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Fuel storage: <input type="checkbox"/> Above Ground <input checked="" type="checkbox"/> Underground	Annual AVGAS Gallons: _____
Self-Service fueling: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Own or Lease Fuel Trucks: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Annual JET Gallons: _____
Fueling is by: <input type="checkbox"/> Truck <input checked="" type="checkbox"/> Hydrant <input type="checkbox"/> Stationary Pumps	Own and/or Manage Fuel Farm: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Annual AUTO Gallons: _____
Type(s) of fuel sold: <input type="checkbox"/> AVGAS <input type="checkbox"/> JET <input type="checkbox"/> AUTO	Type of training provided line service employees: _____	
What type of Fuel Quality Management System used?: _____		
Is there a distinction made to trucks carrying different type of fuel? _____		

7. TIE DOWN & HANGARING:

Applicant moves aircraft: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Avg value of any one aircraft in your care: \$ _____	Average no. aircraft tied out: _____
Applicant ties or hangars aircraft: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Avg total value of all aircraft in your care: \$ _____	Average no. aircraft hangared: _____
Wingwalkers used to move aircraft: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Highest value of any one aircraft in your care: \$ _____	Number and types of mobile equipment used: _____
Recurrent training: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Max value of all aircraft in your care: \$ _____	_____
Describe training: _____	Daily mobile equip. inspections: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	_____

8. VEHICLES (other than mobile equipment) and ELEVATORS:

Ramp access for customer vehicles: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Average value vehicle in your care: \$ _____	Control ramp access: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Deliver customer vehicles to others: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Max value of any one vehicle in your care: \$ _____	Number elevators on premise: 0
Storing of customer vehicles: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Average number vehicles in your care: _____	Number moving sidewalks: 0
Courtesy vehicles provided: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Cargo ops on ramp (UPS, etc.): <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

9. CONTESTS, EXHIBITIONS, AIR MEETS, AIR RACES & AIR SHOWS:

Applicant is planning on having/hosting a Contest / Exhibition / Air Meet / Air Race or Air Show in the next 12 months: Yes No

10. CONTRACTUAL:

Please give details of any contracts, disclaimers or indemnities you are involved with respect to work or services? If any, please attach copy of agreement.

Copies attached or Describe: _____

11. MISCELLANEOUS:

Has any insurance company or underwriter ever:

- a Declined to offer coverage? Yes No
- b Cancelled your policy? Yes No
- d Imposed any special conditions? Yes No

Explain all YES answers (attach separate sheet, if necessary): _____



12. LOSS HISTORY:

Please attach loss runs for all available policy periods for a minimum of 5-years and provide a detailed summary of any claim or suit whether pending or resolved, including the amount paid and reserved. Loss Run and Details Attached

13. Any information that you would consider relevant? (including risk management procedures, quality management systems and product integrity studies) :

The airport is uncontrolled and minimum service is provided, except during special circumstances when the
airport staff is needed to help with aircraft movement.

I understand that by signing below, I am agreeing that: all statements on this application are complete and true to the best of my knowledge; no information has been suppressed or withheld; no insurer has cancelled or refused to renew this insurance; the information herein and the truthfulness thereof will be the basis of any insurance provided by the company; this application does not bind the applicant or the company to provide any insurance; any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, and may be subject to a civil penalty not to exceed not to exceed five thousand dollars and the stated value of the claim for each such violation.

Authorized Signature: _____

Date: _____

NOTICE TO APPLICANTS

NOTICE TO ARKANSAS and NEW MEXICO APPLICANTS: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit, or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NOTICE TO COLORADO APPLICANTS: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Authorities.

NOTICE TO DISTRICT OF COLUMBIA APPLICANTS: WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

NOTICE TO FLORIDA APPLICANTS: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony in the third degree.

NOTICE TO KENTUCKY APPLICANTS: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime.

NOTICE TO LOUISIANA APPLICANTS: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit, or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NOTICE TO MAINE APPLICANTS: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

NOTICE TO NEW HAMPSHIRE APPLICANTS: WARNING: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime not a claim.

NOTICE TO NEW JERSEY APPLICANTS: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

NOTICE TO NEW YORK APPLICANTS: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

NOTICE TO OHIO APPLICANTS: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

NOTICE TO OKLAHOMA APPLICANTS: WARNING: Any person who knowingly and with intent to injure, defraud, or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony (365:15-1-10, 36 S.S. 3613.1)

NOTICE TO PENNSYLVANIA APPLICANTS: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

NOTICE TO TENNESSEE, VIRGINIA and WASHINGTON APPLICANTS: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

NOTICE TO UTAH APPLICANTS: Any person who knowingly presents false or fraudulent underwriting information, files or causes to be filed a false or fraudulent claim for disability compensation or medical benefits, or submits a false or fraudulent report or billing for health care fees or other professional services is guilty of a crime and may be subject to fines and confinement in prison.

Invoice No. MANXT0000737
Date 2/8/2024
Due Date 2/8/2024
Customer No. 4308800-REC
Page 1 of 1



Bill To

GILLESPIE COUNTY CLERK
 Lindsey
 101 W MAIN ST UNIT 13
 FREDERICKSBURG, TX 78624
 United States

Ship To

GILLESPIE COUNTY CLERK
 101 W MAIN ST UNIT 13
 FREDERICKSBURG, TX 78624
 United States

Contract/Project Number	Purchase Order	Payment Terms	Currency
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Due Upon Receipt HARRIS-US\$

Item No	Description	Quantity	Unit Price	Amount
NOTE	LOA with 50% remaining. Services were completed on February 2/2024.	1.00	0.00	0.00
PROFSERV-NP-RECORDER	Software Installation Services (50%)	1.00	8,280.00	8,280.00
PROFSERV-NP-RECORDER	First year additional support (50%)	1.00	2,250.00	2,250.00
PROFSERV-NP-RECORDER	Project Management (50%)	1.00	920.00	920.00

Remit To:
 Manatron, Inc.
 ("Aumentum Technologies")
 PO Box 74008484
 Chicago, IL 60674-8484

Subtotal	11,450.00
Misc	0.00
Taxes	0.00
Freight	0.00
Total	11,450.00



Invoice Questions? Please call or email Adriana Lozano at 343-804-9879 or
 alozano@harriscomputer.com

Thank you for your business!



DELIVERABLE ACCEPTANCE STATEMENT ("DAS")

Purpose:

The purpose of this acceptance form is for the County to sign off on the completion of the professional services detailed in the LOA.

Acceptance Criteria:

- All professional services detailed in the LOA have been performed.

These services were completed on the following date: February 2, 2024.

The County response period for this DAS is ten (10) business days. After that time, this deliverable will be considered accepted unless otherwise documented in a formal response to Harris Recording Solutions with detailed rationale for rejecting this DAS. Rejection of a DAS will result in immediate escalation.

Billing and Signatures:

We, the undersigned, agree that this project is complete upon signing this DAS.

Gillespie County, TX	Harris Recording Solutions
BY: <i>Lindsey Brown</i>	BY: <i>Dave Johnson</i>
PRINTED NAME: <i>Lindsey Brown</i>	PRINTED NAME: Dave Johnson
TITLE: <i>County Clerk</i>	TITLE: Vice President, Sales and Marketing
DATE: <i>2.6.24</i>	DATE: 02/03/24

Cancellation Policy

In the event of cancellation of the Agreement by either party for any reason, Purchaser agrees to pay for all Software Applications delivered, any Professional Services rendered, and T&L expenses incurred prior to the cancellation. Initial down payment of deposit is non-refundable. Purchaser must provide written notification to Harris if it wishes to cancel the Agreement.

Cancellation of any on-site Services by Purchaser is allowed for any reason if done in writing more than fourteen (14) days in advance of such Services. Cancellation by Purchaser with fourteen (14) days or less of scheduled on-site Services will be billed at fifty percent (50%) of the on-site fee, plus any non-recoverable costs incurred by Harris due to advance scheduling of travel. Additionally, Purchaser hereby acknowledges that cancellation of on-site Services means that such on-site Services will be rescheduled as Harris' then current schedule permits. Harris is not responsible for any delay in Purchaser's project resulting from Purchaser's cancellation of consulting. If additional services are required because the Purchaser was not adequately prepared for the on-site services, Harris will provide a Change Order to the Purchaser for the additional services.



LETTER OF AUTHORIZATION

May 1, 2023

Lindsey Brown
Gillespie County Clerk
101 W. Main #13, Room 109
Fredericksburg, TX 78624

Dear Ms Brown:

This Letter of Authorization ("LOA") will confirm Gillespie County's request for the following professional services at the price(s) indicated. This LOA standalone contract is for services between Gillespie County (the "County") and Manatron, Inc. ("Harris Recording Solutions – Aumentum Recorder" or "HRS").

PROFESSIONAL SERVICES

Table with 3 columns: Quantity, Description, One-Time Fees. Rows include Software cost (waived), Installation services, First year additional support, Project Management, and Total Professional Services Fees (\$22,900).

Professional Services Fees will be invoiced upon contract signing and payable Net 30 following receipt of the invoice. Work related to the services described herein will not begin until 50% of payment is received.

Approval of this letter of authorization will allow Harris Recording Solutions to perform the services described herein. Upon approval and signing, please return this letter to Harris Recording Solutions via the following method:

- Email a scanned image of the signed LOA to jappollo@harriscomputer.com, cc: akeeton@harriscomputer.com.

Table with 2 columns for acceptance signatures and printed names/titles/dates for Gillespie County, TX and Harris Recording Solutions.

Request for Relief (Variance)

Date: February 12, 2024

To: The Honorable
Daniel Jones
Gillespie County Judge's Office

Care of: Melissa Eckert, PE | County Engineer, & Con Weinheimer | Precinct No.4 Commissioner

RE: Subdivision and Manufactured Home Rental Community Regulations for
Gillespie County, Texas, effective December 19, 2022.

Project: Burlison Subdivision, a subdivision of 40.0 acres of land in Gillespie County, Texas.

The purpose of this letter is to make a request for relief (variance) to the following subdivision regulations and/or requirements:

Variance to the 20' wide Front, Side & Rear Building Setback Lines (Article 4.1(N)), for an existing agricultural-use structure (barn) located along the North line of Proposed Lot No.2.

Referenced Exhibits:

Exhibit-A: proposed subdivision plat for the Burlison Subdivision.

Statement:

The landowner is agreeable to the required 20'-wide building setback lines, as shown on the proposed plat map. There is a longstanding barn that does fall within the proposed building setback line. The landowner has met with Commissioner Weinheimer at the property to review the location, functionality, and visibility of the structure (barn) with respect to the required building setback lines.

Request:

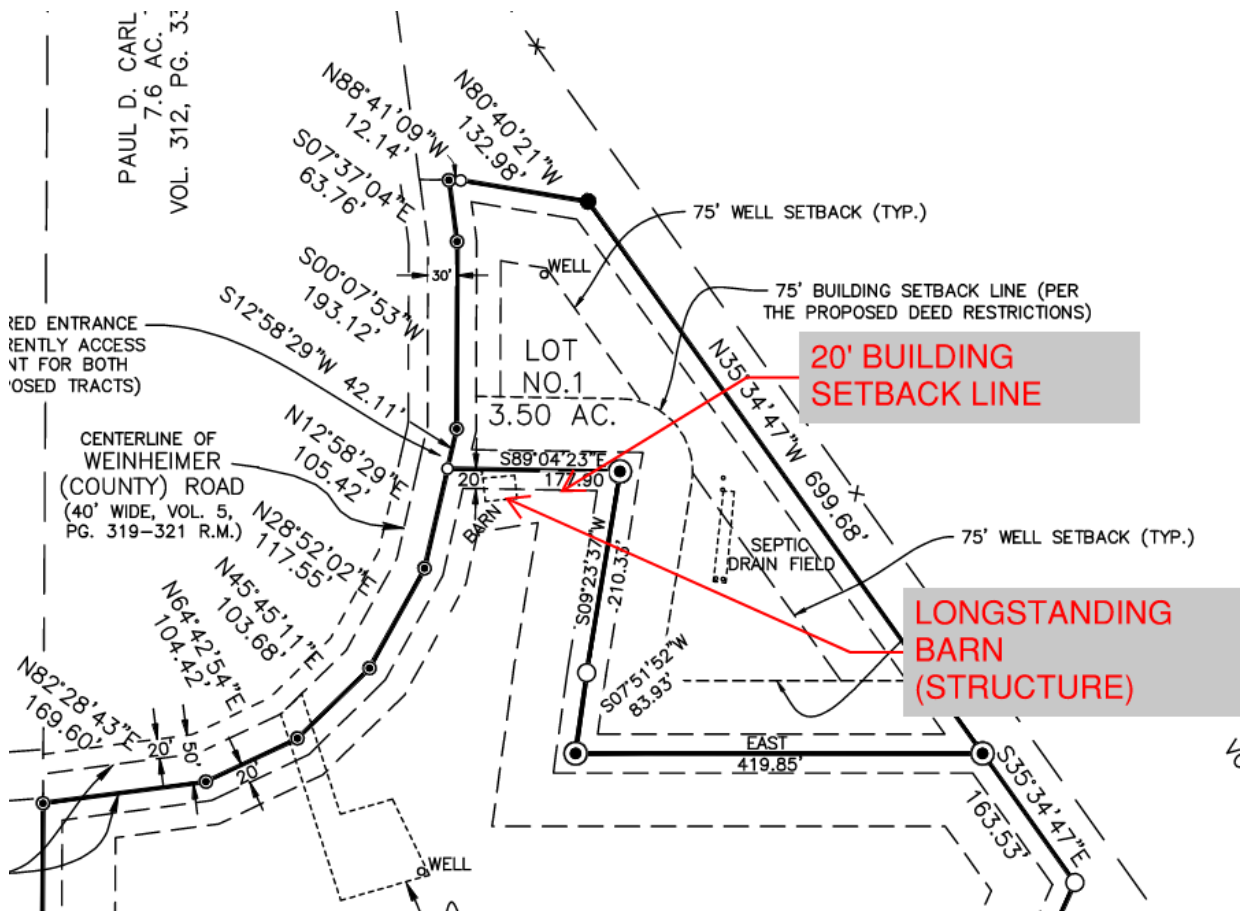
A request for relief (variance) is hereby submitted, by means of the County's acceptance of the condition and location of the longstanding structure (barn), located within the proposed building setback lines.

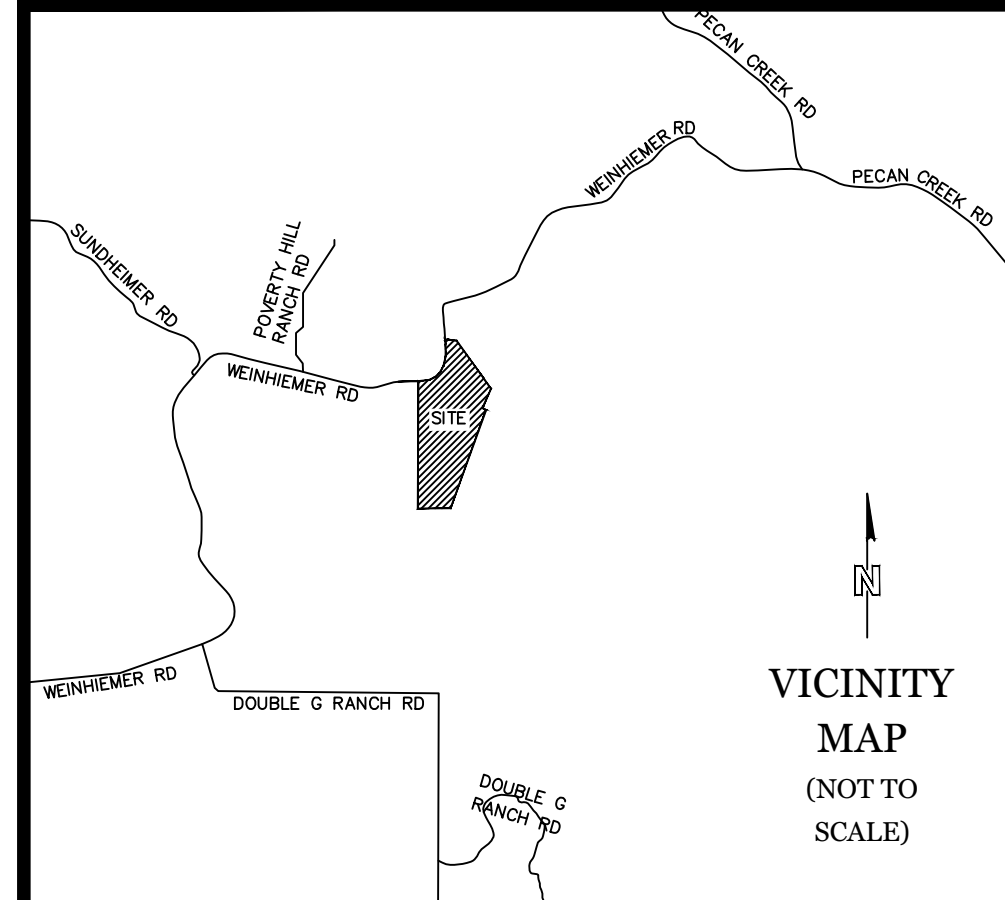
Please feel free to contact us directly at our offices by phone (830-997-3884) or via email (cody@waymaker.land) for any further clarification or actions needed on our part.

Signed,

Cody J. Musick, Reg. Prof. Land Surveyor No. 6454

Plat Map Sketch (identifying the area of concern):





SUBDIVISION PLAT FOR BURLISON SUBDIVISION GILLESPIE COUNTY, TEXAS

BEING THAT 40.0 ACRE TRACT OF LAND DESCRIBED IN A WARRANTY DEED TO AMY E. BURLISON, BY SCOTT R. BURLISON, DATED JULY 28, 2016, FOUND OF RECORD IN INSTRUMENT NO. 20163720 OF THE OFFICIAL PUBLIC RECORDS OF GILLESPIE COUNTY, TEXAS.

VICINITY MAP (NOT TO SCALE)

PLAT NOTES, DEDICATIONS AND EASEMENTS

REGARDING ANY PUBLIC DEDICATION ON THIS PLAT: PROPERTY OWNERS ARE ADVISED THAT THEY ARE RESPONSIBLE FOR THE MAINTENANCE OF DEDICATED EASEMENTS ON THEIR PROPERTY AND MAY NOT UTILIZE THESE EASEMENTS FOR ANY PURPOSE DETRIMENTAL TO THEIR INTENDED USE (I.E. NO STRUCTURES, SEPTIC TANK FIELDS, ETC.) GRANTEES OF SAID DEDICATED EASEMENTS RESERVE THE RIGHT OF ACCESS TO SUCH EASEMENTS.

REGARDING ANY PRIVATE LAND IMPROVEMENTS DESCRIBED ON THE PLAT: GILLESPIE COUNTY EXPRESSLY DOES NOT ACCEPT FOR CONSTRUCTION OR MAINTENANCE PURPOSES ANY LAND, ROAD, EASEMENT, IMPROVEMENT, FACILITY, OR OTHER PROPERTY DESCRIBED ON THIS PLAT FOR PRIVATE OWNERSHIP OR USE. UPON APPROVAL OF THIS PLAT, IF ANY, BY THE GILLESPIE COUNTY COMMISSIONERS COURT, ANY SUCH PRIVATE PROPERTY SHALL BE OWNED BY AND REMAIN THE RESPONSIBILITY OF ITS OWNER, IN ACCORDANCE WITH THE SUBDIVISION AND MANUFACTURED HOME RENTAL COMMUNITY REGULATIONS FOR GILLESPIE COUNTY, TEXAS.

FURTHERMORE, GILLESPIE COUNTY SHALL NOT BE RESPONSIBLE FOR MAINTENANCE OF PRIVATE STREETS, ROADS, DRIVEWAYS, EMERGENCY ACCESS EASEMENTS, RECREATION AREAS AND OPEN SPACES NOTED ON THIS PLAT. THE PROPERTY OWNERS IN THIS SUBDIVISION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF PRIVATE STREETS, ROADS, DRIVEWAYS, EMERGENCY ACCESS EASEMENTS, RECREATION AREAS AND OPEN SPACES, AND SAID OWNERS AGREE TO INDEMNIFY, DEFEND, AND SAVE HARMLESS GILLESPIE COUNTY, FROM ALL CLAIMS, DAMAGES AND LOSSES ARISING OUT OF OR RESULTING FROM PERFORMANCE OF THE OBLIGATIONS OF SAID OWNERS AS SET FORTH HEREIN.

REGARDING WATER AVAILABILITY, QUANTITY OR QUALITY, AND FLOODING: GILLESPIE COUNTY HEREBY MAKES NO CERTIFICATION, REPRESENTATION, OR GUARANTEE: (1) OF WATER AVAILABILITY, QUANTITY, OR QUALITY REGARDING THIS SUBDIVISION; OR (2) THAT A PRESENT OR FUTURE ADEQUATE WATER SUPPLY EXISTS TO SERVICE THIS SUBDIVISION.

THE UNLAWFUL BLOCKING OF THE FLOW OF WATER, THE CONSTRUCTION OF ANY IMPROVEMENTS IN A DRAINAGE EASEMENT, AND THE FILLING OR OBSTRUCTION OF A DESIGNATED FLOODWAY, ARE PROHIBITED. THE EXISTING CREEKS OR DRAINAGE CHANNELS TRAVERSING ALONG OR ACROSS THE SUBDIVISION PROPERTY WILL REMAIN OPEN CHANNELS AND WILL BE MAINTAINED BY THE INDIVIDUAL OWNERS OF THE LOT OR LOTS THAT ARE TRAVERSED BY OR ADJACENT TO THE DRAINAGE COURSES ALONG OR ACROSS SAID LOTS. GILLESPIE COUNTY WILL NOT BE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF SAID DRAINAGE WAYS OR THE CONTROL OF EROSION. GILLESPIE COUNTY WILL NOT BE RESPONSIBLE FOR ANY DAMAGE, PERSONAL INJURY OR LOSS OF LIFE OR PROPERTY OCCASIONED BY FLOODING OR FLOODING CONDITIONS.

UTILITY EASEMENT: AN EASEMENT IS RETAINED AND PROVIDED FOR ALL UTILITIES, 10 FEET WIDE ON EACH SIDE OF EVERY INTERIOR TRACT LINE AND 20 FEET WIDE ALONG THE PERIMETER OF ALL TRACTS.

ADDITIONAL EASEMENT ADJACENT TO EACH ROADWAY OF WHATEVER WIDTH MAY BE NECESSARY, IS PROVIDED FOR UTILITIES, SO THAT SUCH UTILITY LINES MAY BE RUN ACROSS THE FRONT OF ANY OR ALL TRACTS WITH A MINIMUM OF ANGLES IN SUCH UTILITY LINES AS THE UTILITY AGENCIES MAY REQUIRE.

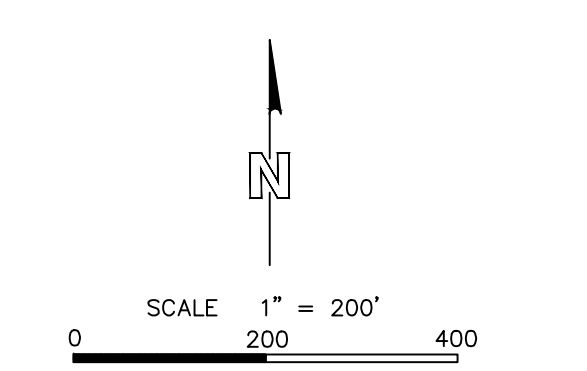
WATER SERVICE: THE EXISTING WATER WELL(S) SERVICING LOT NO.1 AND LOT NO.2, AS NOW DEFINED, WAS CONSTRUCTED PRIOR TO THIS SUBDIVISION OF LAND. THE HILL COUNTY UNDERGROUND WATER CONSERVATION DISTRICT (H.C.U.W.C.D.) ACKNOWLEDGES THIS FACT, AND AT THE TIME THIS PLAT WAS PREPARED AND ACCEPTED H.C.U.W.C.D. DID NOT REQUIRE A WATER AVAILABILITY STUDY TO BE PERFORMED OR PROVIDED.

MINIMUM SETBACK STANDARDS ARE REQUIRED FROM THE PERIMETER BOUNDARY LINE FOR THE DRILLING/PLACEMENT OF ANY NEW WATER WELLS, AS REQUIRED BY THE HILL COUNTY UNDERGROUND WATER CONSERVATION DISTRICT (H.C.U.W.C.D.). FURTHERMORE, ALL WATER WELLS SHALL BE IN COMPLIANCE WITH THE CURRENT H.C.U.W.C.D. DISTRICT RULES AND/OR AMENDMENTS (ALSO, REFER TO GILLESPIE COUNTY SUBDIVISION REGULATIONS SECTION 4.1(L)(4)(b)).

FUTURE DEVELOPMENT RESTRICTION: PER THE DEED RESTRICTIONS RECORDED WITH THE GILLESPIE COUNTY CLERK'S OFFICE, THE TRACTS OF LAND SHOWN HEREON SHALL NOT BE FURTHER SUBDIVIDED INTO SUBSEQUENT OR SMALLER TRACTS OF LAND. ALL FUTURE CONVEYANCES OF THESE TRACTS OF LAND SHALL INCLUDE LANGUAGE PROHIBITING THE SAME.

THERE SHALL BE NO RESERVE STRIPS (I.E., NEGATIVE EASEMENTS) BY PLAT, DEED, OR OTHER INSTRUMENT CONTROLLING THE ACCESS TO ANY LAND DEDICATED OR INTENDED TO BE DEDICATED FOR PUBLIC USE.

THE LOTS SHOWN ON THIS PLAT ARE SUBJECT TO CONFORMANCE WITH DEED RESTRICTIONS. THE RECORDED DEED RESTRICTIONS MAY BE OBTAINED FROM THE GILLESPIE COUNTY CLERK'S OFFICE.



LEGEND & ABBREVIATIONS:

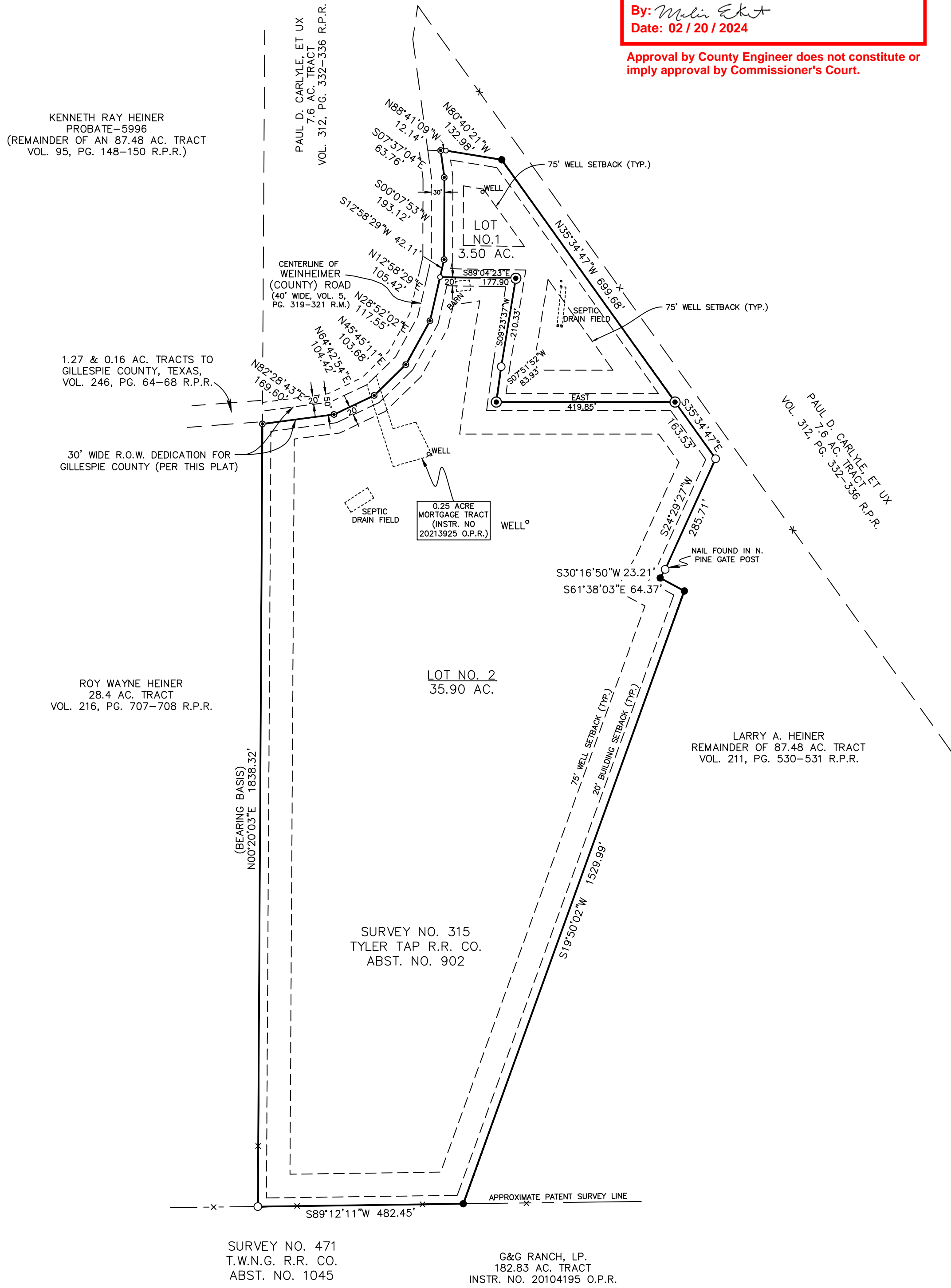
- 1/2" DIA. REBAR FOUND (EXCEPT 3/8" IN ROAD CENTERLINE)
1/2" DIA. REBAR SET (CAPPED: RPLS 6454)
PIPE FENCE CORNER POST (OR AS NOTED)
CONCRETE R.O.W. MONUMENT
UTILITY POLE
FENCE
APPROX. PATENT SURVEY LINE
EASEMENT/SETBACK LINE
ADJOINER/TRACT LINE

P.O.B. PLACE OF BEGINNING
B.S.L. BUILDING SETBACK LINE
U.E. UTILITY EASEMENT
ESMT. RECORD EASEMENT
C.M. CONTROLLING MONUMENT
R.P.R. REAL PROPERTY RECORDS
O.P.R. OFFICIAL PUBLIC RECORDS
D.R. DEED RECORDS
P.R. PLAT RECORDS
R.O.W. RIGHT-OF-WAY
C.P. CORNER POST (FENCED)
(N---E---XXX) RECORD BEARING AND DISTANCE

GENERAL NOTES:

- 1. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY THE SURVEYOR. THERE MAY BE EASEMENTS, RESTRICTIONS, AND/OR COVENANTS AFFECTING THIS PROPERTY, THAT WERE UNDEFINED OR NOT SPECIFICALLY LOCATABLE.
2. A VARIANCE FOR ONE EXISTING BARN STRUCTURE ON LOT NO.2 TO BE LOCATED WITHIN THE 20' BUILDING SETBACK WAS APPROVED BY GILLESPIE COUNTY COMMISSIONERS COURT ON [redacted] MAINTENANCE OF THE STRUCTURE IS PERMITTED, BUT ANY ADDITION TO THE STRUCTURE, REBUILD OF THE STRUCTURE, CHANGE OF USE, AND/OR NEW STRUCTURES WITHIN THE BUILDINGS SETBACKS ADOPTED BY GILLESPIE COUNTY IS NOT PERMITTED.
3. ABOVE GROUND STRUCTURES AND UNDERGROUND UTILITIES INCLUDING BUT NOT LIMITED TO PIPELINES, SPRINKLER SYSTEM AND HEADS, VALVES, HAND-HOLES, PEDESTALS, WATER WELLS AND SANITARY/SEPTIC SYSTEMS AND OTHER IMPROVEMENTS THAT MAY EXIST, ARE NOT SHOWN HEREON.
4. THE SURVEYED PROPERTY APPEARS TO LIE WITHIN ZONE 'X', NOT WITHIN WITHIN A 100-YEAR FLOOD HAZARD AREA AS IDENTIFIED BY THE FEMA FLOOD INSURANCE RATE MAP FOR THIS AREA, MAP NUMBER 48171C0250C, WITH AN EFFECTIVE DATE OCTOBER 19, 2001 FOR GILLESPIE COUNTY, TEXAS AND UNINCORPORATED AREAS.
5. SEPTIC SYSTEM SETBACKS MUST MEET STATE OF TEXAS MINIMUM REQUIREMENTS WHICH VARY DEPENDING ON THE TYPE OF SYSTEM.
6. MONUMENTS AS SHOWN. SET CORNERS ARE 1/2" DIA. REBAR WITH CAP STAMPED "RPLS 6454", UNLESS NOTED OTHERWISE.
7. BEARING BASIS: AS SHOWN AND NOTED HEREON.
8. DISTANCES AND AREA SHOWN HEREON ARE DERIVED FROM GPS POSITIONING METHODS AND REPORTED IN "GROUND" VALUES BASED UPON A LOCAL COORDINATE SYSTEM. THE BASIS OF BEARING IS SHOWN HEREON.
9. ELECTRICAL SERVICE IS PROVIDED BY CENTRAL TEXAS ELECTRIC COOPERATIVE, INC., WITH OVER-HEAD ELECTRICAL SERVICE LINE(S) OVER AND ACROSS BOTH PROPOSED LOTS (NOT SHOWN HEREON). IT IS ASSUMED THAT A 20' WIDE EASEMENT EXIST ALONG THE CENTERLINE OF THE OVERHEAD UTILITY LINE, SUPPORTING UTILITY POLES AND GUY-WIRE ANCHORS.

REVIEWED Gillespie County Engineering Department:
Approved [checked]
Approved as Noted [checked]
Disapproved []
Not Reviewed - Incomplete []
Not Reviewed - Accepted FIO []
By: [Signature]
Date: 02 / 20 / 2024
Approval by County Engineer does not constitute or imply approval by Commissioner's Court.



LIENHOLDER'S ACCEPTANCE OF PLAT DEDICATION

THE STATE OF _____
COUNTY OF _____

WHEREAS, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS BENEFICIARY AS NOMINEE FOR MUTUAL OF OMAHA MORTGAGE, INC., ITS SUCCESSORS AND ASSIGNS, ACTING BY AND THROUGH THE UNDERSIGNED, ITS DULY AUTHORIZED AGENT, HOLDS A LIEN ON THE 0.25 ACRE TRACT OF LAND (SHOWN HEREON), SHOWN AS SECURED BY A DEED OF TRUST RECORDED IN INSTRUMENT NO. 20213925, OF THE OFFICIAL PUBLIC RECORDS OF GILLESPIE COUNTY, TEXAS, DOES HEREBY ACCEPT ALL DEDICATIONS AND PROVISIONS OF THIS PLAT AS SHOWN.

REPRESENTATIVE'S FIRST AND LAST NAME: _____
TITLE: _____
REPRESENTATIVE'S SIGNATURE: _____
DATE SIGNED: _____ DAY OF _____, 2024.

ON _____ BEFORE ME _____, NOTARY PUBLIC, PERSONALLY CAME AND APPEARED, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS BENEFICIARY AS NOMINEE FOR MUTUAL OF OMAHA MORTGAGE, INC., ITS SUCCESSORS AND ASSIGNS, WITH ADDRESS OF _____ WHO AFTER TAKING AN OATH, SWORE UNDER THE PENALTY OF PERJURY THAT HE/SHE/THEY HAS READ AND UNDERSTANDS THE TERMS NOTED HEREON AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS PROVIDED THEREIN.

SIGNED: _____ THE STATE OF _____ COUNTY OF _____
NOTARY PUBLIC'S SIGNATURE
COMMISSIONED IN _____ COUNTY.

OWNER'S ACKNOWLEDGEMENT AND DEDICATION

THE STATE OF TEXAS * COUNTY OF GILLESPIE *

I (WE) CERTIFY THAT: (1) THIS PLAT, INCLUDING ALL ATTACHED DOCUMENTS AND PLAT NOTES ARE IN COMPLIANCE WITH THE SUBDIVISION AND MANUFACTURED HOME RENTAL COMMUNITY REGULATIONS FOR GILLESPIE COUNTY, TEXAS, OR AS OTHERWISE MODIFIED PER THE APPROVED AND ACCEPTED TERMS OF THE REQUEST FOR RELIEF (VARIANCE) FROM SAID SUBDIVISION REQUIREMENTS, EVIDENCED BY THE ACCEPTANCE OF THIS PLAT AND FURTHER NOTED IN THE COMMISSIONERS COURT MINUTES OF PUBLIC RECORD; (2) THE REPRESENTATIONS ON THIS PLAT, INCLUDING ALL ATTACHED DOCUMENTS AND PLAT NOTES ARE TRUE AND CORRECT; (3) THE DEVELOPER SHALL COMPLY WITH SAID REGULATIONS EXCEPT AS NOTED ON THE REQUEST FOR RELIEF (VARIANCE(S)); AND (4) ALL DEDICATED LAND, ROADS, EASEMENTS, IMPROVEMENTS, FACILITIES, OR OTHER PROPERTY DESCRIBED ON THIS PLAT ARE DEDICATED TO THE USE AND BENEFIT OF THE PUBLIC FOREVER. I (WE) FURTHER ATTEST THAT THERE ARE NO LIENHOLDER SECURITIES, ASSIGNMENTS OR INTEREST IN THE PROPERTY AT THE TIME OF DEDICATION, THAT ARE NOT OTHERWISE ACKNOWLEDGED AND ACCEPTED AS SHOWN HEREON.

AMY E. BURLISON DATE _____, 2024.
STATE OF _____
COUNTY OF _____
THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON _____ BY _____
NOTARY PUBLIC'S SIGNATURE

CERTIFICATION OF FINAL PLAT APPROVAL

THE STATE OF TEXAS * COUNTY OF GILLESPIE *

I CERTIFY THE FOLLOWING: (1) THIS PLAT WAS APPROVED ON _____ BY THE COMMISSIONERS COURT OF GILLESPIE COUNTY, TEXAS IN ACCORDANCE WITH CHAPTER 232 OF THE TEXAS LOCAL GOVERNMENT CODE, CHAPTER 551 OF THE TEXAS GOVERNMENT CODE (THE TEXAS OPEN MEETINGS ACT), AND OTHER AUTHORITY; AND (2) THIS PLAT IS AUTHORIZED FOR FILING AND RECORDING WITH THE COUNTY CLERK OF GILLESPIE COUNTY, TEXAS PURSUANT TO THE SUBDIVISION AND MANUFACTURED HOME RENTAL COMMUNITY REGULATIONS FOR GILLESPIE COUNTY, TEXAS.

THIS THE _____ DAY OF _____, 2024.
COUNTY JUDGE, GILLESPIE COUNTY, TEXAS ATTEST: COUNTY CLERK, GILLESPIE COUNTY, TEXAS

CERTIFICATE OF RECORDATION:
FILED FOR RECORD AT _____ O'CLOCK _____ M. THIS THE _____ DAY OF _____, 20 _____ A.D.,
IN VOLUME _____ AT PAGE _____ OF THE PLAT RECORDS OF GILLESPIE COUNTY, TEXAS.
DEVELOPER: AMY BURLISON, 3852 WEINHEIMER ROAD, FREDERICKSBURG, TEXAS 78624, 409-363-1280

CERTIFICATION OF SURVEYOR

THE STATE OF TEXAS * COUNTY OF GILLESPIE *

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND ABILITY THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ON THE GROUND SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION AND COMPLETED ON DECEMBER 19, 2023.
PLAT WAS PREPARED ON FEBRUARY 16, 2024.

DATE _____ CODY J. MUSICK REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6454
SURVEYOR OF RECORD
WINNEMER | SURVEYORS OF LAND
1788 W. LIVE OAK ST.
FREDERICKSBURG, TEXAS 78624
830-997-3884
TBPELS FIRM NO. 10194626

PRELIMINARY
THIS DOCUMENT HAS BEEN RELEASED FOR REVIEW ONLY AND SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.
DATE: 02 / 16 / 2024

BURLISON SUBDIVISION GILLESPIE COUNTY, TEXAS

Racial Profiling Report | Full

Agency Name: GILLESPIE CO. CONST. PCT. 1
Reporting Date: 02/14/2024
TCOLE Agency Number: 171101

Chief Administrator: KENNETH D. MOORE

Agency Contact Information:
Phone: (830) 998-3947
Email: kmoore@gillespiecounty.org

Mailing Address:
97 Frederick Road, Box 1
FREDERICKSBURG, TX 78624

This Agency filed a full report

GILLESPIE CO. CONST. PCT. 1 has adopted a detailed written policy on racial profiling. Our policy:

- 1) clearly defines acts constituting racial profiling;
- 2) strictly prohibits peace officers employed by the GILLESPIE CO. CONST. PCT. 1 from engaging in racial profiling;
- 3) implements a process by which an individual may file a complaint with the GILLESPIE CO. CONST. PCT. 1 if the individual believes that a peace officer employed by the GILLESPIE CO. CONST. PCT. 1 has engaged in racial profiling with respect to the individual;
- 4) provides public education relating to the agency's complaint process;
- 5) requires appropriate corrective action to be taken against a peace officer employed by the GILLESPIE CO. CONST. PCT. 1 who, after an investigation, is shown to have engaged in racial profiling in violation of the GILLESPIE CO. CONST. PCT. 1 policy;
- 6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:
 - a. the race or ethnicity of the individual detained;
 - b. whether a search was conducted and, if so, whether the individual detained consented to the search;
 - c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
 - d. whether the peace officer used physical force that resulted in bodily injury during the stop;
 - e. the location of the stop;
 - f. the reason for the stop.
- 7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
 - a. the Commission on Law Enforcement; and
 - b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The GILLESPIE CO. CONST. PCT. 1 has satisfied the statutory data audit requirements as prescribed in Article 2.133

(c), Code of Criminal Procedure during the reporting period.

Executed by: KENNETH D. MOORE
Constable

Date: 02/14/2024

Total stops: 15

Street address or approximate location of the stop

City street	3
US highway	3
County road	0
State highway	9
Private property or other	0

Was race or ethnicity known prior to stop?

Yes	2
No	13

Race / Ethnicity

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	13
Hispanic / Latino	2

Gender

Female	5
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	4
Hispanic / Latino	1
Male	10
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	9
Hispanic / Latino	1

Reason for stop?

Violation of law	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0

Hispanic / Latino	0
Preexisting knowledge	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Moving traffic violation	15
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	13
Hispanic / Latino	2
Vehicle traffic violation	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Was a search conducted?	
Yes	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
No	15
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	13
Hispanic / Latino	2
Reason for Search?	
Consent	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0

Hispanic / Latino	0
Contraband	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Probable	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Inventory	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Incident to arrest	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0

Was Contraband discovered?

Yes 0

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0

No 0

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0

Did the finding result in arrest?

(total should equal previous column)

Yes	0	No	0
Yes	0	No	0
Yes	0	No	0
Yes	0	No	0
Yes	0	No	0

Description of contraband	
Drugs	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Weapons	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Currency	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Alcohol	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Stolen property	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Other	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Result of the stop	
Verbal warning	12

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	10
Hispanic / Latino	2
Written warning	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Citation	3
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	3
Hispanic / Latino	0
Written warning and arrest	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Citation and arrest	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Arrest	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Arrest based on	
Violation of Penal Code	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0

Black	0
White	0
Hispanic / Latino	0
Violation of Traffic Law	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Violation of City Ordinance	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Outstanding Warrant	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0

Was physical force resulting in bodily injury used during stop?

Yes	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Resulting in Bodily Injury To:	
Suspect	0
Officer	0
Both	0
No	15
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	13
Hispanic / Latino	2

Number of complaints of racial profiling

Total	0
Resulted in disciplinary action	0
Did not result in disciplinary action	0

Comparative Analysis

Use TCOLE's auto generated analysis	<input checked="" type="checkbox"/>
Use Department's submitted analysis	<input type="checkbox"/>

Optional Narrative

N/A

Submitted electronically to the



The Texas Commission on Law Enforcement

Vinyard's Concrete Construction Inc
 5182 Friedrich Rd
 Fredericksburg, TX 78624
 (830) 377-5615
 vinyardsconcreteconstruction@gmail.com



ADDRESS

Quint
 Gillespie Count Prect 2

Estimate 1037

DATE 01/25/2024

DATE		DESCRIPTION	QTY	RATE	AMOUNT
01/25/2024	Concrete	Cattle Guard A on Zenner Ahrens Rd. Remove and Replace 8ft X 14ft concrete footing for in-ground box 1 foot wide.	1	6,400.00	6,400.00
01/25/2024	Concrete	Cattle Guard B on Zenner Ahrens Rd. Remove and Replace 23ft X 8 ft Concrete footing for in-ground box 1 foot wide.	1	8,200.00	8,200.00
01/25/2024	Concrete	Cattle Guard C on Hayden Ranch Rd. Remove and Replace 19ft X 9ft Concrete footing for in-ground box 1 foot wide.	1	7,800.00	7,800.00
01/25/2024	Concrete	Cattle Guard D on Hayden Ranch Rd. Remove and Replace 19ft X 9ft Concrete footing for in-ground box 1 foot wide.	1	7,800.00	7,800.00
01/25/2024	Concrete	Cattle Guard E on Hayden Ranch Rd. Remove and Replace 19ft X 9ft Concrete footing for in-ground box 1 foot wide.	1	7,800.00	7,800.00

We would like to pour concrete on 2 different days, each road per day to be efficient.
 Materials being used 3,500PSI concrete, No 5 rebar in all footings.
 This estimate includes demo, labor and material to remove and replace all Cattle Guards listed above.

If you have any questions please call John 830-377-5615 or Jill 830-496-0269.

TOTAL	\$38,000.00
--------------	--------------------

Accepted By

Accepted Date

ESTIMATE

J&S Geyer LLC
165 Lakin Spur
Harper, TX 78631

sarah@jsgeyerllc.com
+1 (830) 444-2233



Gillepie County P2 Quint Bratcher

Bill to
Quint Bratcher
Gillespie County

Estimate details
Estimate no.: 1051
Estimate date: 01/25/2024

#	Date	Product or service	SKU	Qty	Rate	Amount
1.		County Job Zenner - Ahrens #2 Removing existing cattle guard Digging out, forming and pouring concrete to extend to 22' Replacing Cattle Guard supplied by county Materials \$2900 Equipment \$1400 Labor \$4800 Total \$9100		1	\$9,100.00	\$9,100.00

End of county hire

Bid may be reduced by price of concrete if County Supplies (pays for on their tax exempt account) the concrete.

Total **\$9,100.00**

Note to customer
Thank you for your business.

ESTIMATE

J&S Geyer LLC
165 Lakin Spur
Harper, TX 78631

sarah@jsgeyerllc.com
+1 (830) 444-2233



Gillespie County P2 Quint Bratcher

Bill to
Quint Bratcher
Gillespie County

Estimate details

Estimate no.: 1050
Estimate date: 01/25/2024

#	Date	Product or service	SKU	Qty	Rate	Amount
1.		County Job Zenner - Ahrens #1 Removing existing cattle guard Digging out, forming and pouring concrete to extend to 16' Replacing Cattle Guard supplied by county Materials \$2700 Equipment \$1300 Labor \$4000 Total \$8000		1	\$8,000.00	\$8,000.00

*Second to End of county
line*

Bid may be reduced by price of concrete if County Supplies (pays for on their tax exempt account) the concrete.

Total **\$8,000.00**

Note to customer

Thank you for your business.

ESTIMATE

J&S Geyer LLC
165 Lakin Spur
Harper, TX 78631

sarah@jsgeyerllc.com
+1 (830) 444-2233



Gillespie County P2 Quint Bratcher

Bill to
Quint Bratcher
Gillespie County

Estimate details

Estimate no.: 1053
Estimate date: 01/25/2024

#	Date	Product or service	SKU	Qty	Rate	Amount
1.		County Job Hayden Ranch Rd #1 Removing existing cattle guard Digging out, forming and pouring concrete to extend to 18' Replacing Cattle Guard supplied by county Materials \$2800 Equipment \$1400 Labor \$4200 Total \$8400		1	\$8,400.00	\$8,400.00

first at Hayden & Tivy Dale

Bid may be reduced by cost of concrete if County Supplies (pays for on their tax exempt account) the concrete.

Total **\$8,400.00**

Note to customer

Thank you for your business.

ESTIMATE

J&S Geyer LLC
165 Lakin Spur
Harper, TX 78631

sarah@jsgeyerllc.com
+1 (830) 444-2233



Gillespie County P2 Quint Bratcher

Bill to
Quint Bratcher
Gillespie County

Estimate details

Estimate no.: 1054
Estimate date: 01/25/2024

#	Date	Product or service	SKU	Qty	Rate	Amount
1.		County Job Hayden Ranch Rd #2 Removing existing cattle guard Digging out, forming and pouring concrete to extend to 18' Replacing Cattle Guard supplied by county Materials \$2800 Equipment \$1400 Labor \$4200 Total \$8400		1	\$8,400.00	\$8,400.00

*Second at Hayden &
Tivy Dale*

Bid may be reduced by the cost of concrete if County Supplies (pays for on their tax exempt account) the concrete.

Total **\$8,400.00**

Note to customer
Thank you for your business.

ESTIMATE

J&S Geyer LLC
165 Lakin Spur
Harper, TX 78631

sarah@jsgeyerllc.com
+1 (830) 444-2233



Gillepie County P2 Quint Bratcher

Bill to
Quint Bratcher
Gillespie County

Estimate details

Estimate no.: 1052
Estimate date: 01/25/2024

#	Date	Product or service	SKU	Qty	Rate	Amount
1.		County Job Hayden Ranch Rd #3 Removing existing cattle guard Digging out, forming and pouring concrete to extend to 16' Replacing Cattle Guard supplied by county Materials \$2700 Equipment \$1300 Labor \$4000 Total \$8000		1	\$8,000.00	\$8,000.00

*This one is about
Half way Down Hayden
Ranch Road*

Bid may be reduced by price of concrete if County Supplies (pays for on their tax exempt account) the concrete.

Total \$8,000.00

Note to customer
Thank you for your business.

CME Church
520 E. Main
Fredericksburg, TX 78624

To: Mr. Keith Kramer
02/01/2024

Re: Receipts for work performed

Good morning Mr. Kramer,

Enclosed are some of the receipts for work that has already been performed and paid for on the HOT funds construction project. While some of the receipts are not marked as paid I assure you that each one has been paid in full. I have requested but have not yet obtained receipts of payments made for bonds issued by the bonding company and by the city which total another \$650.

Also, the concrete slab has already been laid and I have submitted a materials list to Builders First Source. I anticipate our project will begin the building construction next week.

If you have any questions or require additional information please feel free to contact me at:

Gary Hunter
p. 210-422-3685
f. 210-922-4348
e. letstalknowandlater@gmail.com

Thank you for your patience, understanding, and assistance. Have a blessed day.

Respectfully,

Gary Hunter

PUBLIC APPLICATION FOR ROAD CHANGE

TO: THE COMMISSIONERS COURT OF GILLESPIE COUNTY, TEXAS

(Bonnie Stewart DBA Harper ISD), applicants, pursuant to Section 251.052 of the Texas Transportation Code, hereby make an application to close, vacate and abandon (North School Street) which is listed as a county road in Gillespie County, Texas.

The entire (North School Street), which begins at the (Intersection US Hwy 290 West and North School Street) in Precinct (2), Gillespie County, Texas, and runs approximately (½ mile Thru HISD Campus) and ends at (Intersection of Hwy 783 North and North School Street) as set forth in the minutes of the Commissioners Court of Gillespie County, Texas, is requested to be closed, vacated, and abandoned.

This application and petition are supported by the fact that the undersigned Applicants (Insert names) own fee title to all property from the beginning of (North School Street) at the (Hwy290 west intersection) to the end of (North School Street intersecting with 783 North).

For further information, this road is not essential to any other landowners in Gillespie County to access their property.

Closure, vacation, and abandonment of this road will result in the county having a reduction in maintenance costs as it relates to (North School Street), when it is closed, vacated, and abandoned.

The signature of (8) property owners in Precinct (2), such being the precinct in which the subject tract of land is located, supports this petition.

Tina Burthard

Marilyn E. Meier

William Long

Margaret Stevenson

Noel

Angela King

Jackie Jett

Jubie Keith

**PETITION
NOTICE OF INTENTION TO APPLY FOR
CLOSING, VACATING AND ABANDONMENT OF
(North School Street)
IN PRECINCT 2
GILLESPIE COUNTY, TEXAS**

Notice is hereby given that the undersigned Applicants, being property owners in Precinct2, Gillespie County, Texas, intend, not less than twenty (20) days after the date this Application is posted at the Courthouse Door and at two other places in the vicinity of the affected route, to have a change in the (North School Street) by having the road closed, vacated and abandoned as a public road as per the attached Public Application for Road Change.

Signed this 10th day of February, 2024.

Vina Bernhard

Marci E. Meier

William St

Margen Stevenson

Howe

Angie King

Jackie Jett
Yulio Kiedl

NOTICE OF POSTING

The Undersigned, (Keith Kramer), Commissioner, Precinct No 2, Affirms that this petition was posted at the following places and on the dates shown and said petition remained posted for at least 20 days before the date the application was make pursuant to Section 251.052 of the Texas Transportation Code.

LOCATION

DATE POSTED

Gillespie County Courthouse

Beginning of _____ Road

Termination of _____ Road

Signed this the _____ day of _____, 2024.

Name of Commissioner
Commissioner, Precinct No.2

NOTICE OF PUBLIC HEARING DATE

The hearing on the above application for Closing, Vacating and Abandonment of (North School Street) in

Precinct2, is set for the _____ day of _____, 2024, at the Gillespie County

Commissioners Court meeting in the County Courtroom of Gillespie County, Texas.

TEXAS ASSOCIATION *of* COUNTIES



Cybersecurity Course Enrollment Form for Counties

Texas Government Code § 2054.5191 requires all county employees, elected officials, and appointed officials who have access to a local government computer system or database and use a computer to perform at least 25 percent of their duties to complete an annual cybersecurity training that has been certified by the Texas Department of Information Resources (DIR).

In response to the cybersecurity training mandate and in furtherance of our continued commitment to our county family, TAC is offering a cybersecurity course that has been certified by DIR and fulfills the requirements of the law. This course is available to counties for an annual fee of \$5 per user.

Should your county choose to participate in TAC's cybersecurity training program, **please have your Commissioners Court approve your county's participation and complete the enclosed form and return it via email to SecurityTraining@county.org** or fax to (512) 477-1324. For more information about the underlying legislation and TAC's cybersecurity training course, please visit county.org/cybersecurity.

Your course administrator will receive an email notification when your county is enrolled. Counties are required to report their compliance with the mandate by August 31, 2024. Enrollment is available on a rolling basis through July 31, 2024.

Printed Name

Daniel Jones

County Name

Gillespie County

Authorized Signature

Date

Course Administrator (Required)

Please indicate the individual who will serve as the primary point of contact with TAC staff for purposes of enrolling participating county officials and employees in the cybersecurity training course. The designated individual will be asked to provide a list of all participating county employees and elected officials' names, email addresses and positions held. The designated individual will also be asked to regularly add or remove users from access to the training program upon separation from county employment.

The course administrator will have access to reports reflecting the course completion status of all participating county employees and elected officials. If your county would like multiple administrators, please include their contact information on the following page.

Name of Administrator: Sara Ann Luther

Email of Administrator: saluther@gillespiecounty.org

Phone Number of Administrator: 830.307.6223

Position/Office of Administrator: HR Director

County IT Administrator (Required)

Please indicate the individual responsible for IT administration for your county. Upon request, TAC will coordinate with your IT administrator to facilitate smooth deployment of the cybersecurity training program for your personnel and elected officials.

Name of IT Administrator: Roger Bunker

Email of Registrant: rbunker@gillespiecounty.org

Phone Number of Registrant: 830.992.2620

Billing Contact (Required)

TAC will send an invoice in the amount of \$5 per user to the contact below. The number of users will be based on the highest number of users added to the platform between the time that your county completed enrollment and October 2024. Users who are added and later deleted will still be accounted for when billing. The invoice is due upon receipt.

Name of Contact: Sara Annn Luther

Email of Contact: saluther@burnetcountytexas.org

Phone Number of Contact: 830.307.6223

Position/Office of Contact: HR Director

Mailing Address: 101 W. Main St. Fredericksburg, TX 78624

Preferred Delivery Method (Email/Mail): Mail

Additional Course Administrators (Optional)

Please indicate any additional county employees who will have access to regularly add/remove users from training according to employment changes within the county. Administrators will have access to reports reflecting the course completion status of all county employees.

Name of Administrator: David Favreau

Email of Administrator: dfavreau@gillespiecounty.org

Phone Number of Administrator: 830.307.6192

Position/Office of Administrator: County Administrator

Additional Course Administrators (Optional)

Name of Administrator: Cameron "Cami" House

Email of Administrator: chouse@gillespiecounty.org

Phone Number of Administrator: 830.307.6233

Position/Office of Administrator: HR Generalist

Name of Administrator: _____

Email of Administrator: _____

Phone Number of Administrator: _____

Position/Office of Administrator: _____

VOLUNTEER FIRE DEPARTMENT CONTRACT

WHEREAS, Gillespie County, Texas, hereinafter COUNTY, a political subdivision of the State of Texas, has the authority, under Texas Local Government Code Section 352.001 to furnish fire protection to the residents of the county who live outside municipalities; and

WHEREAS, under paragraph (c) of that Section, COUNTY has the authority to enter into contracts with incorporated volunteer fire departments for the provision of fire fighting services in the county; and

WHEREAS, the **DOSS VOLUNTEER FIRE DEPARTMENT**, hereinafter DEPARTMENT, an incorporated volunteer fire department, desires to enter into such a contract for the provision of fire fighting services and fire fighting equipment to said residents of the county.

IT IS THEREFORE AGREED that:

1. DEPARTMENT will furnish fire fighting services and equipment to the areas served by DEPARTMENT during the last Fiscal Year.
2. DEPARTMENT will provide personnel that are adequately trained or certified and available for fire fighting services.
3. DEPARTMENT shall, considering DEPARTMENT'S commitments to its own area, provide back-up emergency fire fighting services to such other areas as requested.

TERM

4. The term of this agreement is one year beginning on October 1, 2023 and ending on September 30, 2024, unless earlier terminated by either party on thirty (30) days written notice addressed to:

COUNTY:

Honorable Daniel Jones
Gillespie County Judge
101 W. Main, Unit #9
Fredericksburg, Texas 78624

DEPARTMENT:

Doss Volunteer Fire Department
P.O. Box 31
Doss, Texas 78618

CONSIDERATION

5. In consideration for the provision of fire fighting and first aid services, DEPARTMENT shall be entitled to a sum not to exceed \$35,000.00. Disbursements to be made only after DEPARTMENT has filed its yearly report with the Gillespie County Clerk and approved by the Commissioners Court. The disbursement of funds from the COUNTY under this Agreement includes an increase in funds from previous years, to cover anticipated Radio Airtime Fees that will be billed to each agency as part of the COUNTY'S implementation of the new radio system through the Lower Colorado River Authority (LCRA). DEPARTMENT acknowledges and agrees that DEPARTMENT is responsible for monthly Radio Airtime Fees that may be billed to DEPARTMENT directly by LCRA.
6. No moneys paid to DEPARTMENT shall be expended for any purpose other than for the provision of fire protection and first aid services and equipment. No moneys, however, may be expended for the provision of salaries to any person.
7. DEPARTMENT shall keep records according to generally accepted accounting practices.
8. COUNTY agrees to provide accident insurance for each member of DEPARTMENT during the term of this contract.
9. DEPARTMENT has and shall maintain a policy of liability insurance in the following minimum amounts, and shall name Gillespie County, Texas as an additional insured:

\$300,000.00 per occurrence	Premises: Personal Injury
\$300,000.00 general aggregates	Property Damage
\$100,000.00/\$300,000.00	Automobile: Personal Injury
\$100,000.00	Automobile: Property Damage
10. The parties agree that DEPARTMENT is not an agency, department, division, contractor or employee of the COUNTY.
11. This agreement is effective upon acceptance by order of the Gillespie County Commissioners Court.

DOSS VOLUNTEER FIRE DEPARTMENT

GILLESPIE COUNTY, TEXAS

By: 
President

By: _____
County Judge

Date: 2/18/24

Date: _____

* **\$28,000.00 DOSS VOLUNTEER FIRE DEPARTMENT**
\$ 7,000.00 DOSS FIRST RESPONDERS

DOSS VOLUNTEER FIRE DEPARTMENT

ACTIVITY REPORT

FOR THE YEAR ENDED 2023

FIRE TRUCKS - Community Service

12

FIRE TRUCKS - Runs

47

TOTAL

59

MEMO:

In County Runs

58

Out of County Runs

1

Runs Assisted by FVFD

4

Runs Assisting FVFD

7

TOTAL MILES TRAVELED

840.62

TOTAL MAN HOURS

980

EMS OR FIRST RESPONDER CALLS

CALLS - Community Service

0

RUNS - EMS or First Responder

17

TOTAL CALLS & RUNS

17

TOTAL MILES TRAVELED

650.73

TOTAL MAN HOURS

400

SAMPLE RESOLUTION

WHEREAS, The _____ (Governing Body) finds it in the best interest of the citizens of _____, (Geographic Area) that the _____ (Name of Project) be operated for the _____ (Year); and

WHEREAS, _____ (Governing Body) agrees to provide applicable matching funds for the said project as required by the _____ (Funding Source) grant application; and

WHEREAS, _____ (Governing Body) agrees that in the event of loss or misuse of the Office of the Governor funds, _____ (Governing Body) assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, _____ (Governing Body) designates _____ (Name and/or Position Title) as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that _____ (Governing Body) approves submission of the grant application for the _____ (Name of Project) to the Office of the Governor.

Signed by:

Passed and Approved this _____ (Day) of _____ (Month), _____ (Year)

Grant Number: _____

Commented [PC1]: It is not necessary to include the dollar or percentage amount, just a commitment to provide the applicable match. Changes in the award amount could result in a requirement for the grantee to submit a new resolution.

This provision is not required for resolutions submitted under some funding sources because no matching funds are required – check the application instructions for the applicable match requirements for this funding source.

Commented [PC2]: If you designate a name, you will always need to submit a new resolution if the authorized official changes.

Commented [am3]: The Grant Number (ex: 1650304) can be found in eGrants after you create a new or continuation funding solicitation.