

NOTICE OF MEETING
COMMISSIONERS COURT OF GILLESPIE COUNTY, TEXAS

Notice is hereby given that a Regular Meeting of the Gillespie County Commissioners Court will be held on Monday, the 24th day of July, 2023, at 9:00 a.m. in the Gillespie County Courthouse, Fredericksburg, Texas, at which time the following subjects will be discussed, considered, passed or adopted, to-wit:

See Attachment

If during the course of the meeting, any discussion of any item on the Agenda should be held in executive or closed session, the Commissioners Court will convene in such executive or closed session in accordance with the Open Meetings Act, Chapter 551, Texas Government Code.

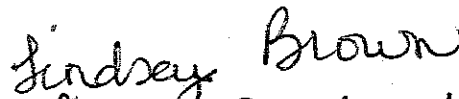

Dated this the 20th day of July, 2023.

Commissioners Court
Gillespie County, Texas

By 
Daniel Jones, County Judge

I, the undersigned, County Clerk, of Gillespie County Commissioners Court, do hereby certify that the above Notice of Meetings of the Gillespie County Commissioners Court is a true and correct copy of said Notice, and that I received and posted said Notice on the Courthouse Door and on the bulletin board at the Courthouse of Gillespie County, Texas, as a place readily accessible to the general public at all times on the 21st day of July, 2023, at 8:00 A.M., and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this the 21st day of July, 2023.


by: 
Lindsey Brown, County Clerk
Gillespie County, Texas

AGENDA
GILLESPIE COUNTY COMMISSIONERS COURT
REGULAR MEETING
MONDAY, JULY 24, 2023
GILLESPIE COUNTY COURTHOUSE
FREDERICKSBURG, TEXAS
9:00 O'CLOCK A.M.

Invocation and Pledge of Allegiance.

1. Call meeting to order.
2. Consider approval of Bills & Claims and payments via electronic fund transfers.
3. Consider approval of Journal Entries & Budget Amendments (Line Item Transfers).
4. Consider approval of payroll claims & related expenses.
5. Consider approval of Departmental Reports.
6. Consider approval of Fees of Office.
7. Consider approval of Commissioner Court Minutes from July 8, 11, & 25, 2022 and August 3, 8, 22, & 31, 2022.
8. Consider implementing a burn ban.
9. Consider approval of purchase of automotive scanner for the Mechanic Department.
10. Consider approval of appointment of member to the Airport Advisory Board.
11. Consider approval and acceptance of donation of a memorial bench and flagpole to be located at the County Airport.

12. Consider approval of settlement and release agreement related to property damage claim at the County Airport.
13. Consider approval of purchase and installation of sixteen (16) fan coil units (FCU) and related piping for the County Courthouse, and authorization for execution of documents.
14. Consider approval of discontinuing use of toll-free phone line in Communication Center.
15. Consider allowing split payments of taxes.
16. Consider allowing discounts for early payment of taxes.
17. Consider approval of contract with SpyGlass to perform analysis and audit of County's primary telecommunications service accounts to provide cost recovery, service elimination and cost reduction recommendations.
18. Consider approval of request from Security State Bank & Trust to release excess securities provided as collateral for County funds on deposit, and authorization for execution of documents.
19. Consider approval of revised ODFI-Originator Agreement with Security State Bank & Trust, to allow initiation of credit and debit entries by means of the Automated Clearing House (ACH) Network, and authorization for execution of documents.
20. Consider approval of purchase and installation of five (5) cattle guards at various locations in Precinct 2.
21. Consider approval of hiring or transferring personnel for vacant positions in the Sheriff's Office.
22. Consider approval to release surety bond for grading, paving, and drainage in Boot Ranch Subdivision, Phase 2, Section 24, located in Precinct 4.

STATE OF TEXAS

§

IN THE COMMISSIONERS COURT

§

OF

COUNTY OF GILLESPIE

§

GILLESPIE COUNTY, TEXAS

ORDER FOR GILLESPIE COUNTY
PROHIBITION OF OUTDOOR BURNING

WHEREAS, in accordance with provisions of Section 352.081 of the Texas Local Government Code, the Gillespie County Commissioners Court has found that circumstances present in all or part of the unincorporated area of Gillespie County create a public safety hazard that would be exacerbated by outdoor burning; and

WHEREAS, a finding of such public safety hazard authorizes the imposition of controls on activities which tend to increase the likelihood of such fires;

BE IT THEREFORE ORDERED that the following regulations are hereby established for all unincorporated areas of Gillespie County, Texas for the duration of this Order:

(1) Actions Prohibited:

A person violates this Order if he or she burns any combustible material outside of an enclosure which serves to contain all flames and/or sparks, or orders such burning by others.

(2) Exceptions:

This Order does not apply to outdoor burning activities related to public health and safety that are authorized by the Texas Commission on Environmental Quality for (1) firefighter training, (2) public utility, natural gas pipeline, or mining operations, (3) planting or harvesting of agricultural crops, or (4) burns that are conducted by a prescribed burn manager certified under Section 153.048, Natural Resources Code, and meet the standards of Section 153.047, Natural Resources Code.

(3) Enforcement:

(a) Upon notification of suspected outdoor burning, the fire department assigned to the location of the fire shall respond to the scene and take immediate measures to contain and/or extinguish the fire.

(b) As soon as possible, the County Fire Marshal and/or a duly-commissioned peace officer shall be sent to the scene to investigate the nature of the fire.

(c) This Order may be enforced in accordance with Section 352.081 of the Texas Local Government Code. An offense based on a violation of this Order is a Class C misdemeanor, punishable by a fine of up to \$500.00.

(4) Duration:

This Order shall expire either at the end of 90 days after the effective date shown on the Order, or upon a determination by the Commissioners Court, either by its own action or through the County Judge as its authorized agent, that the circumstances referred to herein no longer exist, whichever is earlier.

PASSED AND APPROVED this ____ day of _____, 2023.

EFFECTIVE on the ____ day of _____, 2023.

Daniel Jones
Gillespie County Judge

ATTEST:

Lindsey Brown
Gillespie County Clerk



AUTO PARTS

800006377
 Turrentine Automotive Supply
 516 Granite Avenue
 Fredericksburg, TX 78624
 (830) 997-2131

QUOTE

Date : 07/14/2023

Time : 09:17

Page : 1 / 1

Order # 316379

Quote For

3240
 Gillespie County
 101 W. Main #4
 Fredericksburg, TX 78624-0000

Quote By

Quote By : 3, WAYNE
 Sales Rep : 0, Salesman
 Quote Date : 07/12/2023
 Accounting Day : 1
 Quote : 1084

Part Number	Line	Description	Quantity	Price	Net	Total	Taxable
MS909CV	ATD	MS909CV TABLET Above Item on Sale	1.00	7,764.68	3882.3400	3,882.34	
MS909CV1YRUP	ATD	plug adapters	1.00	1,666.67	1474.1000	1,474.10	DP

**** Prices and Taxes Subject to Change Without Notice ****

Attention : mike

PO# : quote

Subtotal	5,356.44
(Taxes and fees not included in Quote Total)	
Subtotal	5,356.44



7-5-2023

Gillespie County Commissioner's Court

Fredericksburg, Texas 78624

RE: Offer to donate a park bench, flag pole, and memorial plaque to honor Lou DeFazio

County Judge and Commissioners,

The local Experimental Aircraft Association would like to donate the items above to the airport. The bench would sit on the west side of the terminal building in place of a wood bench currently in place. Also, we would like to donate one 20' flag pole. There would be a insert in the bench honoring Lou and we offer a small memorial stone (similar to a small flat headstone) to be place at the base of the flag pole or in a bed under a tree south of the terminal building.

Please advise if these donations are acceptable to the commissioner's court.

Sincerely,

Larry Hauptrief

EAA 1088 President



Louis Charles (Lou) DeFazio

December 31, 1944--March 7, 2023

From the time he fashioned rustic model airplanes from wooden orange crates to his final days instructing pilots how to land on water, Lou DeFazio was destined to fly. In between, he earned his private pilots license in 1966 after graduating from Penn State University and promptly enlisted in the United States Air Force at the height of the Vietnam War. His training ultimately put him in the front seat of the vaunted F-4 Phantom, an all-weather, supersonic jet fighter-bomber and deployment to Da Nang Air Base on the coast of the China Sea. On 6 August 1971 at 1000 hours, Captain DeFazio was scrambled on “Gunfighter Alert” and directed to a nameless hilltop where badly-outnumbered U.S. Army and South Vietnamese troops were being overrun by the NVA.

For his heroism, Lou was awarded the Distinguished Flying Cross and later received a second DFC with Oak Leaf Clusters for a subsequent mission.

He separated from the Air Force in 1972 after which he owned and operated four full service Fixed Base Operations in his home state of Pennsylvania. Using the GI Bill, he secured his rotorcraft rating with the U.S. Army Reserves and in 1990 was ordered to Saudi Arabia as part of Operation Desert Shield/Storm. He received the Army Commendation Medal for meritorious service piloting UH-1 “Hueys” in a Medevac Unit.

After returning stateside, Lou and Fran moved to Tucson where he trained LearJet pilots on flight simulators. Still passionate about flying, he hired on with Continental Airlines until the mandatory retirement age of 60 in 2004. Since then, he and Fran have divided time between Fredericksburg, Texas and Winter Haven, Florida where for the past two decades Lou has trained countless pilots of all ages and stages of proficiency.

Lou is survived by his beloved wife of twenty-nine years Frances DeFazio, sister Tresa, brother Robert, nieces and nephews.

Cremation services provided by Kersey Funeral Home in Auburndale, Florida. An online condolence registry is available at www.kerseyfuneralhome.com. His remains will be interred at Florida National Cemetery in Bushnell, Florida.

**A “Final Flight” Memorial will be held on
Thursday, 13 April 2023 at 6:00 p.m. DST
at
the Gillespie County Airport
Fredericksburg, Texas**

In lieu of flowers, please consider supporting
the Louis C. DeFazio Memorial Scholarship
for youth in aviation sponsored by the
Experimental Aircraft Association (EAA) Chapter 1088.

P.O. Box 1996

Fredericksburg, Texas 78624

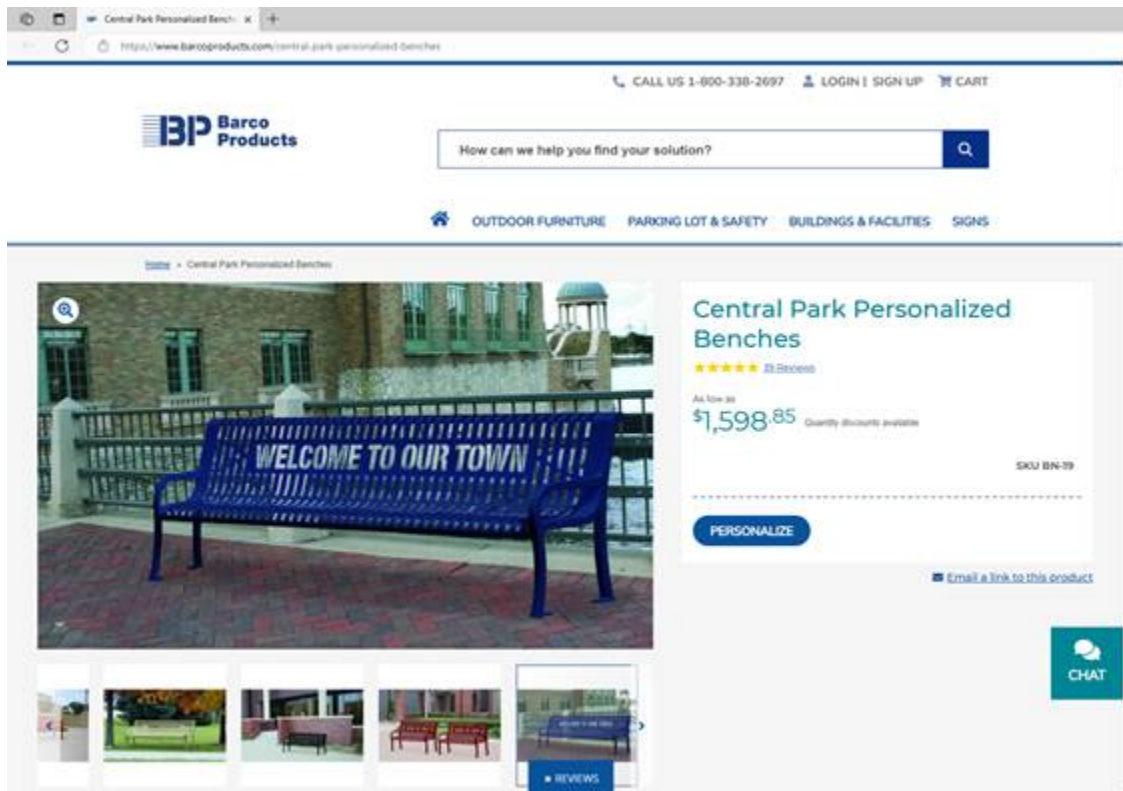




From: Tony Lombardi
Sent: Wednesday, July 5, 2023 9:13 AM
To: Pansy Benedict
Cc: Daniel Jones
Subject: RE: Agenda items

Pansy,

Here is an example of the bench and the flag pole. The bench will be customized for Lou DeFazio, and the flag pole will have a plaque for Lou. The bench will be placed under the terminal's porch, on the aircraft parking side. Since the donated flag pole will replace one of the current old flag poles at the airport, I plan to use RAMP funds to buy a similar one to replace the other flag pole, so they match. Both flag poles need to be replaced. The President of the EAA is currently drafting a donation letter to present to the court.



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20ft Aluminum Flagpole - External Halyard - Commercial Grade

Commercial Grade

Finish: Satin Aluminum

Satin Aluminum

Price: **\$1,449.00** \$1,449.00

From \$130.78/mo

Quantity: - 1 +

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Description

Tony Lombardi
Gillespie County Airport (T82) Manager

PROPERTY DAMAGE RELEASE

Claim Number: AVSIL0638043
Policy Number: 1000277521-04
Insured: Above and Beyond Aviation, LLC
Date of Loss: April 14, 2023

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Gillespie County, Texas, for the sole consideration of Two Hundred and Seventy-Nine Dollars and 19 cents **(\$279.19)** to be paid to Gillespie County, Texas, hereby and for my/our/its heirs, executors, administrators, successors and assigns release, acquit and forever discharge Above and Beyond Aviation, LLC and his, her, their, or its agents, servants, successors, heirs, executors, administrators, insurers and all other persons, firms, corporations, associations or partnerships of and from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses and compensation whatsoever, which the undersigned now has/have or which may hereafter accrue on account of or in any way growing out of any and all known and unknown foreseen and unforeseen property damage, and the consequences thereof resulting or to result from the occurrence on or about April 14, 2023 at or near Gillespie County Airport, Fredericksburg, Texas 78624, United States of America.

It is understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that the payment made is not to be construed as an admission of liability on the part of the party or parties hereby released, and that said releases deny liability therefore and intend merely to avoid litigation and buy their peace.

The undersigned further declare(s) and represent(s) that no promise, inducement or agreement, not herein expressed has been made to the undersigned, and that this Release contains the entire agreement between the parties hereto, and that the terms of this Release are contractual and not a mere recital.

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.

Signed, sealed and delivered this _____ day of _____, 20____

CAUTION: READ BEFORE SIGNING BELOW

Claimant – Gillespie County, Texas

NOTARY

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 false or misleading information or any fact material thereto, commits a fraudulent insurance act, which is a crime.

See also individual states that have specific WARNINGS.

Alabama: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution, fines or confinement in prison, or any combination thereof.

Alaska: A person who knowingly and with intent to injure, defraud, or deceive an insurance company files a claim containing false, incomplete, or misleading information may be prosecuted under state law.

Arizona: For your protection Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

Arkansas, District of Columbia, Louisiana, West Virginia: 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.

California: For your protection California law requires the following to appear on this form: Any person who knowingly presents false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

Colorado: 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 for insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Delaware: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, files a statement of claim containing any false, incomplete or misleading information is guilty of a felony.

Florida: Any person who knowingly and with intent to injure, defraud, or deceive any insurance company files a statement of claim containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

Idaho and Indiana: Any person who knowingly, and with intent to defraud or deceive any insurance company, files a statement containing any false, incomplete or misleading information is guilty of a felony.

Kentucky: Any person who knowingly and with intent to defraud any insurance company or other person files a 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.

Maine, Tennessee, Virginia, Washington: 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 denial of insurance benefits.

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

Minnesota: A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

New Hampshire: Any person who, with a purpose to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud as provided in section 638:20.

New Jersey: Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.

New Mexico: 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 civil fines and criminal penalties.

New York: 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 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.

Oklahoma: 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.

Oregon: Material misstatements, misrepresentations, omissions or concealments by an insured that are fraudulent or material to the insurance contract, the risk assumed, or the interests of an insurer and are relied upon by an insurer may result in policy rescission, cancellation, or denial of a claim.

Pennsylvania: 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.

Vermont: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit may be guilty of a criminal offense and subject to penalties under state law.



May 5th, 2023

Mr. John Sandstedt
Director Facilities, **Gillespie County Courthouse**
Fredericksburg, Texas
Re: **Phase Four (4) Furnish and Install 16 New FCU's & Piping**

Mr. Sandstedt,

We at Texas Chiller Systems would first like to THANK YOU for the opportunity to provide you with a proposal to replace the aged piping and FCU's discussed on our recent walk thru in the Gillespie County Courthouse facility. This is a result of several walk thru visits and much conversation.

TCS Will:

- Schedule and coordinate work with Gillespie County Facility personnel
- All work to be performed in compliance with Gillespie County Facility and TCS safety policies and procedures
- Remove and replace piping as described from hallway behind elevator equipment to units
- Insulate straight runs and fittings, as we are installing pipe. The steel pipe will have 1-1/2" thick Urethane and copper will have 1" thick black Armaflex
- We will add isolation valves to facilitate isolation of different areas of the building
- Furnish and install twelve (16) new YORK/Johnson Controls fan and coil units

Items Included:

- 115/1/60
- PSC motor
- Elastomeric closed cell foam insulation
- 1" throwaway filter
- Galvanized drain pan
- Non-fused door interlocking disconnect switch
- Float switch
- Programmable T-Stat
- Piping package
 - 3-way valve
 - Unions
 - Y-strainer
 - P/T ports
 - Manual ball valve
 - One-year parts only warranty
- Pipe units
- Replace piping as described on recent walk thru
- Professionally insulate



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San Antonio, TX 78216
210-650-9972 Office 210-650-9973 Fax
TACLA021025C





- Note: All work to be done during normal business hours
- Note: Units have a 8-10-week lead time
- Note: All asbestos abatement by owner and not part of this scope

The price for the above scope is \$169,530.00 not including sales tax, bond, or engineering.

Breakdown: Equipment:	\$59,874.00
Materials:	\$30,816.00
Insulation	\$20,000.00
Labor:	\$54,173.00
Supervision:	\$4,666.00

Credit card payments subject to 3% fee. All work, unless otherwise noted, will be none during normal business hours. This proposal is valid for the next 30 days.

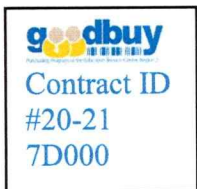
Excludes: overtime, holiday time, engineering, water treatment

Please call if you have any questions.

Sincerely,

Brec Earp
 Sales Representative
 Texas Chiller Systems
 Email: Brece@texaschillersystems.com
 210-650-9972 Office
 210-859-6232 Cell

Exclusions: Overtime work, concrete coring and saw cutting, concrete removal, concrete, x-ray or scanning, non-working or non-existing isolation valves, test & balance, engineering, roofing, painting, patching cutting of drywall, floor protection, structural or supplemental steel for equipment supports, dumpsters, controls, wire, devices, programming and conduit, BAS, fire protection, fire caulking smoke detectors, transformers, VFD, Starters and SPD, E-Gauge Controller device and install, O2 Sensors, temp power or connections, commissioning, new breakers for equipment, heat trace, temp power connections, special systems devices, cabling/wire, and programming, access panels, access doors, louvers and sales tax.



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TEXAS CHILLER SYSTEMS' AGREEMENT WITH TERMS AND CONDITIONS

By accepting Texas Chiller Systems' proposal, the undersigned Purchaser agrees to be bound by the following terms and conditions:

SCOPE OF WORK. The scope of work in this Agreement is based upon the use of straight time labor only. Plastering, patching and painting are excluded. "In-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Texas Chiller Systems, shall be distributed and installed by others under Texas Chiller System's supervision, but at no additional cost to Texas Chiller Systems. Purchaser agrees to provide Texas Chiller Systems with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. Texas Chiller Systems agrees to keep the site clean of debris arising out of its own operation. Purchaser shall not back charge Texas Chiller Systems for any costs or expenses without Texas Chiller Systems written consent. Any alteration, changes, or deviation from the proposal which involve extra costs, will be performed only upon written orders, and will become an extra charge over and above the proposal estimate.

PAYMENT TERMS. Payment of invoices are due in Texas Chiller Systems' office within thirty (30) days of the issuance of an invoice to Purchaser for the work performed. Invoices not timely paid under these terms shall be considered past due and are immediately subject to interest accruing at the rate of 1.5% per month.

PARTIAL BILLING TERMS. This project will be invoiced according to the following schedule:

- 1st invoice – 30% at contract execution
- 2nd invoice – 30% at equipment shipment from factory
- 3rd invoice – 35% at equipment start up
- 4th invoice – 5% at project completion

MATERIALS. If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of Texas Chiller Systems, then in the case of such a temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, Texas Chiller Systems shall (a) be excused from furnishing said materials or equipment and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.



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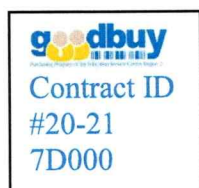


HAZARDS MATERIALS. Unless specifically noted in the proposal statement of the scope of work or service undertaken by Texas Chiller Systems under this agreement, Texas Chiller System's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean-up, control, removal, or disposal of environment hazards or dangerous substances, to include but not limited to asbestos or PCB's, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by Texas Chiller Systems shall not operate to compel Texas Chiller Systems to perform any work relating to or working around hazardous materials without Texas Chiller Systems express written consent.

WARRANTY. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard industry practices. For new manufactured equipment: Texas Chiller Systems warrants that new manufactured equipment shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from date of delivery of said equipment, or if installed by Texas Chiller Systems, for a period of one (1) year from date of installation. "Manufactured equipment" is defined as a motor driven unit with serial number, model number and identification tag. Individual parts, coils or pieces of manufactured equipment provided by Texas Chiller Systems do not fall under this one (1) year warranty period. Further, this warranty does not extend to any manufactured equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. Any repair work not covered by the one (1) year warranty defined above will have a thirty (30) day warranty for labor, but all parts or materials associated with these repairs will carry the manufacturer's warranty only. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. If Purchaser fails to pay all invoices in full, it is agreed that there shall be no warranty provided.

TAXES. The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state, or local law. Purchaser shall pay, in addition to the stated price, all taxes not legally required to be paid by Texas Chiller Systems or, alternatively, shall provide Texas Chiller Systems with acceptable taxes exemption certificates. Texas Chiller Systems shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.

LIABILITY. Texas Chiller Systems shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this Agreement.



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DELAYS. Texas Chiller Systems shall not be liable for any delay in the performance of the work resulting from or attributed to acts of circumstances beyond Texas Chiller System's reasonable control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delay caused by suppliers or subcontractors of Texas Chiller Systems, etc.

FORCE MAJEURE. Texas Chiller Systems shall not be considered to be in default or breach of this Agreement, and shall be excused from performance or liability for damages to the extent Texas Chiller System is prevented from performing any of the provisions of this Agreement which arise out of or in consequence of any act of God, labor disturbance, sabotage, failure of suppliers of materials, act of the public enemy, war, invasion, insurrection, riot, fire, storm, flood, ice, earthquake, explosion, epidemic, pandemic, accident to machinery or equipment or any other cause or causes beyond Texas Chiller Systems' reasonable control.

COMPLIANCE WITH LAWS. Texas Chiller Systems shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.

VENUE. All invoices are due and payable in Texas Chiller Systems' office located at 1219 Safari St, San Antonio, Texas 78216. In the event legal action is commenced to enforce the terms of this agreement or payment obligations, venue for such legal action shall be in Bexar County, Texas, and the undersigned agrees to pay whatever sum the court determines to be reasonable attorney's fees, plus all expert witness fees, expenses and costs incurred.

INSURANCE. Insurance coverage in excess of Texas Chiller Systems' standard limits will be furnished when requested and required. No credit will be given, or premium paid by Texas Chiller Systems for insurance afforded by others. Owner to carry fire, tornado and other necessary insurance. Texas Chiller Systems' workers are fully covered by Workmen's Compensation Insurance.

Note: Texas Chiller Systems may withdraw this proposal if not accepted as set forth below within thirty (30) days from the date of the proposal.

Acceptance of Proposal – In order to accept Texas Chiller Systems' proposal, an authorized signature of Purchaser is required as set forth below. Upon Texas Chiller Systems' receipt of a fully executed copy of this Agreement, Texas Chiller Systems is authorized to perform the work as specified in the proposal. Payment will be made to Texas Chiller Systems as outlined above.



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Date of Acceptance: _____, 20 _____

Purchase Order Number: _____

Full Name of Company: _____
(“Purchaser”)

By: _____

Print signer’s name: _____

Title of signer: _____



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SpyGlass

Challenging the Technology Cost Status Quo

Our robust technology expense audits are known for finding errors and inefficiencies in **99%** of engagements.

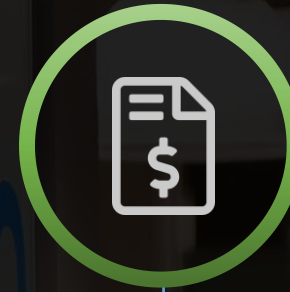
Chandler Gabbey, **Director of Key Accounts**

(440) 822-4944, cgabbey@spyglass.net



Agenda

SpyGlass



Insights

Industry statistics

Introductions

Group share

Our Customers

Successful projects

Our Process

Simple and efficient

Success Based

We win together

Next Steps

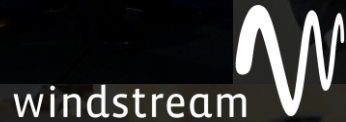
Moving forward

Technology Spend Categories

SpyGlass

Network

(Voice, Data, Internet)



LUMEN®

COX®



Mobile

verizon✓



T Mobile



Cloud



Google Cloud

Technology Spend Experts

SpyGlass

The SpyGlass Group

- Highly-personalized technology cost advisory firm
- Over 20 years of experience
- Focused on reducing and recovering tech expenses
- Not a telecom provider – audit and optimization advisors
- We don't sell technology hardware

Results Driven

- Country's largest database of middle market tech spend
- Historical information for voice, data, Internet, cloud services, and mobility pricing
- Award-winning process, software, and culture

13,000+
Clients and Growing

99%
Audit Savings Success

1,800+
Audits in 2021-2022

60%
Recovered Funds

\$70M+
Identified Savings (2021-2022)

20%
Avg. Monthly Savings



About You

SpyGlass



Infrastructure



Billing



Initiatives

Our Analysis

SpyGlass

Recovery

- Improper tax or tariff applications
- Improper discount applications
- Incomplete order entries

Service Elimination

- Dormant services
- Services associated with old locations
- Excessive services

Cost Reduction

- Latest discounts and promotions
- Plan optimization
- Benchmark analysis

The image displays a collage of four key components related to the SpyGlass service analysis:

- AT&T Bill (Left):** A screenshot of an AT&T bill for September 2 - October 1, 2017. The **Total Amount Due** is \$25,392.20. The **Total Current Charges** are \$9,718.88.
- Web Dashboard (Top Center):** The SpyGlass web interface showing an **Inventories** table with columns for Provider, Street (Service), City (Service), State (Service), Service Type, and Identifier. The table lists multiple services from AT&T across various locations in Westlake, Cleveland, and Columbus, OH.
- Laptop (Bottom Center):** A laptop screen showing a **Health Check 1** report titled **Unused / Excessive Lines**. It lists various services like 'Smartphone', 'POTS', and 'IP Flex - Calling Plan' with status indicators (Unused, Open, Full) and associated costs.
- Tablet (Right):** A tablet displaying an **Industry Benchmark Analysis** report. It shows a **Total Annual Savings Potential** of \$38,412.20 and a **Sample Size** of 68, with a **67.6%** recommendation rate.

Our Process

SpyGlass



Onboarding

Sales

- (2) Most recent months of technology billing (Online Access)
- Letter of Agency
- Schedule a Kickoff Meeting



Kickoff

Sales and Client Services

- Project team and client stakeholders
- Client-specific technology cost center insights based on expenses submitted
- Engagement roadmap and scheduling



Analysis & Findings

Client Services

- Analyzing data from inventories, bills, contracts, tariffs, and usage information
- Cost recovery, service elimination, and cost reduction recommendations delivery



Benchmark

Strategic Services

- Compares spend against the industry
- Compares recommendations against the industry
- Finalize project

The collage displays four key screens from the SpyGlass platform:

- Materials Upload:** A 'Select Your Files' interface with instructions for file selection and upload. A 'File Upload' section shows a successful upload of 83 materials.
- Kickoff Meeting:** A dashboard showing 'Monthly Spend' of \$22,137.57, broken down by provider (Comcast, Ring Central, Verizon Wireless, T-Mobile, Shentel, HTC). It also includes 'Intake / Production Insights' and 'Additional Reporting' sections.
- Smith Industries Dashboard:** A project tracker for Smith Industries, showing a 'Go to Decisions & Implementations' button, a 'Meet Your SpyGlass Team' list (including Mike Farrell, Vice President, IPM), and 'Recommendations Progress' with a bar chart showing 704.1 savings opportunities.
- Industry Benchmark Analysis:** A detailed analysis for Manufacturing, showing a total annual spend of \$135,317.28 and a sample size of 84. It highlights a 49.2% recommendation rate and an annual savings opportunity of \$43,896.48, which is 46% of the total spend.

Success Based

SpyGlass

We execute, you save

- Our fees are 100% Success-Based
- We earn ONLY what we implement
- You decide what we implement
- No cost for Analysis
- No cost for Inventories
- No cost for Benchmark

50%
Total Recovered

Recovery

1. We find \$10,000 in faulty charges historically billed and already paid
2. We work with the provider to ensure a credit or payment is issued
3. We earn \$5,000, half of the recovered funds

12x
Monthly Savings

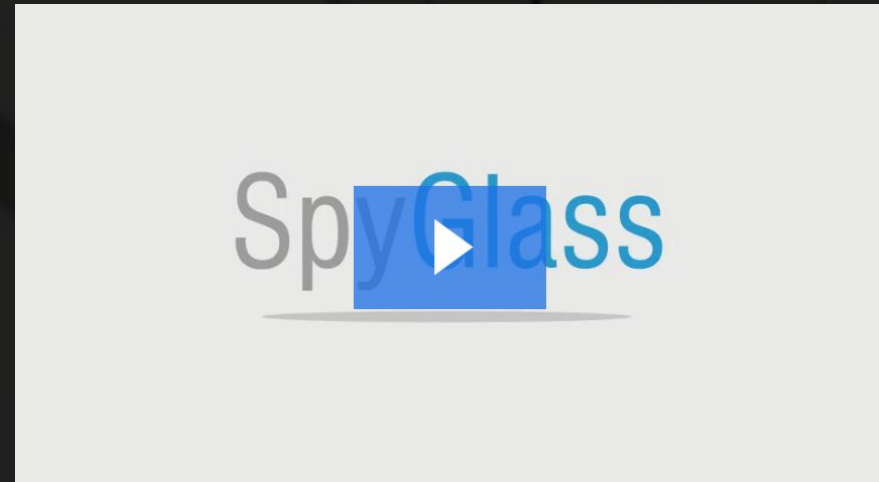
Forward Looking

1. Our analysis identifies \$100 per month in unused services
2. We execute the cancelation of the unused services with the provider
3. We earn \$1,200 (\$100 monthly savings X 12 months)

Next Steps

SpyGlass

Learn about our process in this short video.



Direct contact.

-  Chandler Gabbey
Director of Key Accounts
-  440.822.4944
-  cgabbey@spyglass.net

Corporate info.

-  25777 Detroit Road, Suite 400
Westlake, OH 44145
-  1.877.4.SPY.NOW
1.877.477.9669
-  Info@SpyGlass.net

Connect with us.



www.SpyGlass.net

SpyGlass Snapshot Audit Agreement

This agreement, effective as of the later of the dates of signature below ("Effective Date"), is between **Gillespie County** ("Company"), and The SpyGlass Group, LLC, an Ohio limited liability company ("Auditor").

1. Primary Audit Services. Company is engaging Auditor as an independent contractor to analyze its primary telecommunications service accounts (Voice, Data, Internet, Cloud Services, SaaS Licensing, and Mobility) to seek cost recovery, service elimination and cost reduction recommendations. Company will provide Auditor with the materials required to perform its analysis and Auditor will conduct a Kickoff meeting with Company to review the materials provided and introduce Auditor's personnel assigned to the project. Auditor will deliver the recommendations to Company at a Summary of Findings meeting, implement recommendations that Company elects for Auditor to implement, and deliver a complete telecommunications inventory to Company. Upon completion of implementation, Auditor will conduct an Industry Benchmark Analysis ("IBA") Meeting to compare Company's spending and audit results against industry peers as well as all SpyGlass clients, officially bringing closure to the engagement.

While Auditor is performing its analysis, Company will not make changes or perform internal cost reduction analysis with respect to provider accounts which Company has included within the scope of Auditor's review.

2. Fees. Company will pay Auditor the applicable fee set forth below ONLY for Auditor recommendations implemented within twelve (12) months of Auditor delivering the recommendation to Company:

- 50% of any "Cost Recovery", as defined below
- 12 times any "Service Elimination Savings", as defined below
- 12 times any "Cost Reduction Savings", as defined below

"Cost Recovery" is any refund, credit or compensation received by Company relating to past services or charges.

"Service Elimination Savings" is any monthly cost reduction received by Company relating to cancellation of any service, including monthly usage cost reduction (calculated as the average of the last 2 months of usage costs associated with the cancelled service).

"Cost Reduction Savings" is any monthly cost reduction received by Company relating to the modification, consolidation or negotiation of any service, account or contract, including post discount usage rate improvement (calculated as the (a) decrease in post discount per unit pricing realized by Company for any service, times (b) the average of Company's last two (2) months usage levels measured in such units for the modified service).

3. Invoicing and Payment. Fees for Cost Recovery are due as a one-time payment within 10 days of verification that Company has been issued the refund, credit or compensation resulting in such fees. Fees for Service Elimination Savings and Cost Reduction Savings are due as a one-time payment within 10 days of verification that the cancellation or other activity resulting in the Service Elimination Savings or Cost Reduction Savings has been completed. Auditor may issue separate invoices as different fees are earned.

4. Miscellaneous. This agreement is governed by the laws of the State of Texas, without regard to principles of conflicts of law, and may be executed by facsimile and simultaneously in multiple counterparts. Company agrees that Auditor does not warranty the overall performance, Company satisfaction, or data accuracy of any telecommunications related carrier, provider, software manufacturer or vendor at any time whatsoever during or after the term of this agreement. Each person signing this agreement on behalf of a party represents that he or she has been duly authorized to sign this agreement and to bind the party on whose behalf this agreement is being signed by that signatory. In the event of any litigation, proceeding or legal action arising out of or relating to this agreement, the prevailing party in such action shall be entitled to recover its reasonable attorneys' fees, court costs, and other expenses incurred in connection with such dispute or legal action, in addition to any other relief granted. AUDITOR SHALL NOT BE LIABLE TO THE COMPANY FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR BUSINESS INTERRUPTION, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE, EVEN IF EITHER PARTY HAS BEEN WARNED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE IN ADVANCE. IN ADDITION, IN NO EVENT SHALL AUDITOR'S LIABILITY TO COMPANY EXCEED THE FEES ACTUALLY PAID BY COMPANY TO AUDITOR.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the Effective Date.

COMPANY

Gillespie County

Signature: _____

Print Name: _____

Date: _____

AUDITOR

The SpyGlass Group, LLC

Signature: _____

Print Name: Edward M. DeAngelo

Date: _____



SECURITY STATE BANK & TRUST

The Hill Country's Bank Since 1941

P.O. Box 471 • 201 W. Main • Fredericksburg, TX 78624

July 17, 2023

Gillespie County
Attn: Dana Smith, County Treasurer
101 West Main, Unit #5
Fredericksburg, TX 78624

Dear Dana:

This letter is to request a release from Gillespie County on the following pledged securities:

\$2,000,000 FFCB; Cusip #31331KYH7; matures 9/13/23
\$2,000,000 US Treasury Notes; Cusip #91282CDV0; matures 01/31/24
\$1,000,000 FHLB; Cusip #3130APWU5; matures 9/10/24
\$295,000 Krum TX; Cusip #501080CW3; matures 8/15/25
\$250,000 Greenville TX; Cusip #396694V99; matures 2/15/26
\$285,000 Hallsville TX; Cusip #406342AL9; matures 8/15/26
\$345,000 Lago Vista TX; Cusip #507071HG6; matures 2/15/27
\$340,000 Gainsville TX; Cusip #363046UQ4; matures 2/15/28
\$205,000 Bridgeport TX; Cusip #108326PV5; matures 8/15/28
\$400,000 Grand Prairie TX; Cusip #386138WA5; matures 2/15/30
\$260,000 Klein ISD; Cusip #498531HH8; matures 8/1/30
\$1,000,000 FHLMC; Cusip #3134GXXC7; matures 1/6/31
\$2,500,000 FHLB; Cusip #3130ALQR8; matures 3/14/31
\$250,000 Decatur ISD; Cusip #243325PG6; matures 8/15/31
\$400,000 Grapevine TX; Cusip #388625JR7; matures 2/15/32
\$400,000 Kaufman Cnty TX; Cusip #486188LD6; matures 2/15/32
\$385,000 Georgetown TX; Cusip #373029MZ7; matures 8/15/32
\$250,000 Humble ISD; Cusip #445047FS7; matures 2/15/33
\$310,000 Gilmer TX; Cusip #375874HK3; matures 8/15/33
\$350,000 Humble ISD; Cusip #445047KT9; matures 2/15/34
\$465,000 Kaufman Cnty; Cusip #486188GG4; matures 2/15/34
\$330,000 Kleberg Cnty; Cusip #498476CK4; matures 2/15/34
\$300,000 Kaufman Cnty; Cusip #486188HG2; matures 2/15/35
\$375,000 Kaufman Cnty; Cusip #486188HD0; matures 2/15/35
\$535,000 Keene TX; Cusip #487410FP2; matures 2/15/35
\$325,000 Gilmer TX; Cusip #375874HM9; matures 8/15/35
\$250,000 Houston ISD; Cusip #442403LF6; matures 2/15/37
\$320,000 Granite Shoals TX; Cusip #387468FB2; matures 8/1/37
\$215,000 Georgetown ISD; Cusip #373046UJ8; matures 8/15/37
\$500,000 Humble ISD; Cusip #445047JH7; matures 2/15/38
\$250,000 Killeen ISD; Cusip #494152VZ1; matures 2/15/38
\$250,000 Killeen ISD; Cusip #494152VZ1; matures 2/15/38

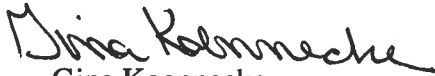
\$500,000 Dear Park ISD; Cusip #244127W44; matures 8/15/38

With the additional \$20,000,000 FHLB Letter of Credit, the County now has \$60,000,000 total in FHLB Letters of Credit as collateral for the County's deposits. The \$60,000,000 in LOCs will be enough to cover the County's deposits and the County will no longer need the above pledged securities.

We ask that you please sign and date below releasing the above securities. You may either email (gkoennecke@ssbtexas.com) or fax (990-8933) the signed release back to us. Thank you in advance for your assistance in this matter.

Sincerely,

Gillespie County


Gina Koennecke
Sr Financial Analyst

Typed Name: _____
Title: _____
Release Date: _____

gk



IRREVOCABLE STANDBY LETTER OF CREDIT

LETTER OF CREDIT NO: 10019140

EFFECTIVE DATE: July 13, 2023
EXPIRATION DATE: July 31, 2027

BENEFICIARY:

Gillespie County
Dana Smith
101 W Main St, Rm 5
Fredericksburg, TX 78624

ACCOUNT PARTY ("MEMBER"):

Security State Bank & Trust
201 W Main St
Fredericksburg, TX 78624

Federal Home Loan Bank of Dallas (the "Bank") hereby offers its IRREVOCABLE STANDBY LETTER OF CREDIT ("Letter of Credit") in favor of the above-named Beneficiary for any sum or sums not exceeding in total U.S. \$20,000,000.00 (the "Credit Amount"), on the account of Member.

Subject to the terms and conditions herein, this Letter of Credit shall be honored by the presentment by Beneficiary of a payment request to the Bank at 8500 Freeport Parkway South, Suite 600, Irving, TX 75063-2547, Attention: Member Services Department, on or before the Expiration Date noted above, in the form of Exhibit A (the "Draft") drawn under this Letter of Credit. If such payment request is received by the Bank at or prior to 11:00 A.M. (Central Time) on a business day, and provided that the documents so presented conform to the terms and conditions hereof, payment shall be made to Beneficiary, or to its designee, of the amount specified, in immediately available funds, not later than 3:00 P.M. (Central Time) on the next succeeding business day. If such payment request is received by the Bank after 11:00 A.M. (Central Time) on a business day, and provided that the documents so presented conform to the terms and conditions hereof, payment shall be made to Beneficiary, or to its designee, of the amount specified, in immediately available funds, not later than 3:00 P.M. (Central Time) on the second business day following receipt by the Bank. As used herein "business day" shall mean any Monday, Tuesday, Wednesday, Thursday, or Friday on which the Bank is open for business.

The Draft presented for payment must be fully completed and be accompanied by this Letter of Credit.

Multiple drawings under this Letter of Credit are prohibited. If more than one Draft is presented, only the first properly presented Draft will be honored.

A payment made by the Bank pursuant to the Draft will be made from the Bank's own immediately available funds, and not with any funds that belong to Member. Payments made under this Letter of Credit shall be made by wire transfer in accordance with the instructions specified by Beneficiary in the Draft.

This Letter of Credit is irrevocable and may not be transferred or assigned by Beneficiary, except with the express prior written consent of the Bank. Further, this Letter of Credit is not issued and enforceable until the Effective Date, as set forth above. The Bank's obligation under this Letter of Credit is its individual obligation and is in no way contingent upon reimbursement with respect thereto, or upon the Bank's ability to perfect any lien, security interest or any other reimbursement.

Except as otherwise expressly stated herein, this Letter of Credit and all matters incidental hereto shall be governed by and construed in accordance with the International Standby Practices ("ISP98"), International Chamber of Commerce, Publication No. 590 and any revisions thereof, and as to matters not governed by the ISP98, shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to choice of law principles included therein, the Uniform Commercial Code as adopted by the State of Texas and applicable laws of the United States of America.

Federal Home Loan Bank of Dallas

By: Christina Ungaro

Name: Christina Ungaro

Title: Vice President

J&S Geyer LLC

165 Lakin Spur
Harper, TX 78631 US
(830) 444-2233
sarah@jsgeyerllc.com



Estimate

ADDRESS
Quint Bratcher
Gillespie County

ESTIMATE 1036
DATE 07/05/2023
EXPIRATION DATE 09/05/2023

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	County Job	Hayden Ranch Rd #2 Remove existing cattle guard Add 4' extension to cattle guard and replace. Bid includes: Building road around the project (using existing material) Adding 4' approaches to each side of the cattle guard Cleaning the existing cattle guard All labor and materials (except road base) Equipment/Staging \$2250 Labor \$2550 Materials \$1800 Total without building road around: \$6000	1	6,600.00	6,600.00
TOTAL					\$6,600.00

Accepted By

Accepted Dale

J&S Geyer LLC

165 Lakin Spur
Harper, TX 78631 US
(830) 444-2233
sarah@jsgeyerllc.com



Estimate

ADDRESS
Quint Bratcher
Gillespie County

ESTIMATE 1034
DATE 07/05/2023
EXPIRATION DATE 09/05/2023

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	County Job	Zenner Ahrens Remove existing cattle guard Add 3' extension to cattle guard and replace. Bid includes: Building road around the project (using existing material) Adding 4' approaches to each side of the cattle guard Cleaning the existing cattle guard All labor and materials (except road base) Equipment/Staging \$2850 Labor \$2400 Materials \$1650 Total without building road around: \$6300	1	6,900.00	6,900.00
TOTAL					\$6,900.00

Accepted By

Accepted Date

J&S Geyer LLC

165 Lakln Spur
Harper, TX 78631 US
(830) 444-2233
sarah@jsgeyerllc.com



Estimate

ADDRESS
Quint Bratcher
Gillespie County

ESTIMATE 1033
DATE 07/05/2023
EXPIRATION DATE 09/06/2023

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	County Job	Usher Rd 2-appx address 2200 Usner Rd Remove existing cattle guard Add 4' extension to cattle guard and replace. Bid includes: Adding 4' approaches to each side of the cattle guard Cleaning the existing cattle guard All labor and materials Equipment/Staging \$2500 Labor \$2380 Materials \$2320	1	7,200.00	7,200.00
TOTAL					\$7,200.00

Accepted By

Accepted Date

J&S Geyer LLC

165 Lakin Spur
Harper, TX 78631 US
(830) 444-2233
sarah@jsgeyerllc.com



Estimate

ADDRESS
Quint Bratcher
Gillespie County

ESTIMATE 1032
DATE 07/05/2023
EXPIRATION DATE 09/06/2023

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	County Job	Usher Rd 1 Remove existing cattle guard, raise 4". Add 4' extension to cattle guard and replace. Bid includes: Building road around the project (county to supply the road base) Adding 4' approaches to each side of the cattle guard Cleaning the existing cattle guard Any haul off All labor and materials (except road base) Equipment/Staging \$2500 Labor \$2475 Materials \$2570 Haul Off \$575 Total without building road around: \$7520	1	8,120.00	8,120.00

TOTAL **\$8,120.00**

Accepted By

Accepted Date

J&S Geyer LLC

165 Lakin Spur
Harper, TX 78631 US
(830) 444-2233
sarah@jsgeyerllc.com



Estimate

ADDRESS
Quint Bratcher
Gillespie County

ESTIMATE 1035
DATE 07/05/2023
EXPIRATION DATE 09/05/2023

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	County Job	Hayden Ranch Rd & Hwy 290 Remove existing cattle guard Add 5' extension to cattle guard and replace. Bid includes: Building road around the project (using existing material) Adding 4' approaches to each side of the cattle guard Cleaning the existing cattle guard All labor and materials (except road base) Equipment/Staging \$2250 Labor \$2700 Materials \$1950 Total without building road around: \$6300	1	6,900.00	6,900.00
TOTAL					\$6,900.00

Accepted By

Accepted Date

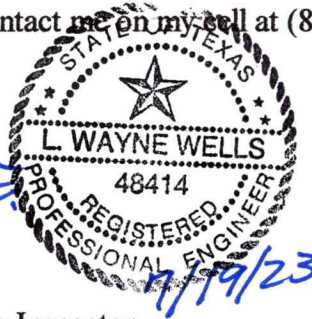
To: Commissioner Don Weinheimer, Pct.4
From: L. Wayne Wells, P.E.
Date: July 19, 2023
Reference: Release of Surety for Grading, Paving and Drainage Work in Boot Ranch
Subdivision, Phase 2, Section 24.

I performed a Final Inspection on the above improvements. Alien Keller Co. has completed paving, grading and drainage operations and placement of topsoil on these segments. Some matting and hydro-mulching has also been performed and some grass has been established. Establishment of adequate vegetation has yet to be performed on some sections. This is a part of a continuing subdivision project and the remaining items have always been completed. Therefore, it is my recommendation that the construction bond, furnished by the Developer for Boot Ranch Subdivision Phase 2, Sections 24 paving, grading and drainage for the above projects be released.

The referenced bond is Bond # LICX1214700 that covers the required work associated with the County responsibility for Boot Ranch Subdivision, Phase 2, Section 24. If you have any questions, please feel free to contact me on my cell at (830) 998-0163.

Respectfully,

L. Wayne Wells, P.E.



L. Wayne Wells, P. E.
Gillespie County Subdivision Compliance Inspector
Gillespie County Contract Consultant
dba: L. Wayne Wells, P.E., Consulting Civil Engineer, Firm # F-7498