AGENDA GILLESPIE COUNTY COMMISSIONERS COURT REGULAR MEETING MONDAY, OCTOBER 23, 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 and discuss request from the Chamber of Commerce for street closures related to the Light the Night parade staging areas, and take appropriate action related to same.
- 8. Consider approval of Routine Airport Maintenance Program (RAMP) agreement with Texas Department of Transportation (TxDOT), and authorization for execution of documents.
- 9. Consider approval of hiring personnel in the Justice of the Peace Offices.
- 10. Consider approval of purchase of vehicle for Constable, Precinct 3.

- 11. Consider approval of reordering authorization codes from Morpho Trust USA for fingerprinting applicants for positions with the Communications (911) Center, and authorization for execution of documents.
- 12. Consider approval of a GIS Maintenance Renewal Contract with GeoComm, and authorization for execution of documents.
- 13. Consider approval of the annual Cyber Liability insurance proposal from USI.
- 14. Consider approval of the Hotel Occupancy Tax Expenditure Agreement for FY2023-2024 between Gillespie County and the Fredericksburg Convention & Visitor Bureau.
- 15. Consider approval of renewal of Eaton Corporation maintenance contract for the Uninterruptible Power Supply (UPS) at the Jail Data Center, and authorization for execution of documents.
- 16. Consider approval of Resolution designating certain delinquent tax accounts as uncollectable and approving removal of same from the delinquent tax roll.
- 17. Consider and discuss the appointment of a person to fill a vacancy in the Office of County Treasurer, discuss and/or interview applicants for same, and consider taking appropriate action related thereto (551.074).
- 18. Consider and discuss the hiring of a person to fill a vacancy in the position of County Administrator, discuss and/or interview applicants for same, and consider taking appropriate action related thereto (551.074).
- 19. Consider approval of granting an easement to City to allow installation of electric infrastructure in County right-of-way, for electric vehicle (EV) charging stations along San Antonio Street.
- 20. Consider and discuss possible revisions to County metal waste recycling policy.
- 21. Consider approval of a Right of Entry Agreement with Spectrum for the County building located at 1906 N Llano St (USDA building).

- 22. Consider approval of service agreement with Fidlar Technologies for Property Fraud Alert service in the County Clerk's Office, and authorization for execution of documents.
- 23. Consider approval of Letter of Authorization between Manatron, Inc. (aka Harris Recording Solutions Aumentum Recorder) and the County Clerk's Office for installation and implementation of E-Recording service, and authorization for execution of documents.
- 24. Consider approval of Resolution and submission of grant application for the FY 2024 Formula Grant Program with the Texas Indigent Defense Commission, and authorization for execution of documents.
- 25. Consider approval of hiring or transferring personnel for vacant positions in the Sheriff's Office.
- 26. Consider and approve the purchase of fixed asset software and hardware from BMI Systems Group, for the scanning, tracking, and reconciliation of County fixed assets.
- 27. Consider approval of proposal for painting exterior doors (inside and out), exterior railings, 1st floor areas (hallway, stairwells, courtroom), and the basement hallway of County Courthouse.
- 28. Consider approval of construction by Hill Country Community Needs Council of approximately twelve (12) linear feet of 6" curb in the existing parking lot at 95 Frederick Road.

TEXAS DEPARTMENT OF TRANSPORTATION GRANT FOR ROUTINE AIRPORT MAINTENANCE PROGRAM

(State Assisted Airport Routine Maintenance)

TxDOT Project ID: M2414FRBR

Part I - Identification of the Project

TO: The County of Gillespie, Texas

FROM: The State of Texas, acting through the Texas Department of Transportation

This Grant is made between the Texas Department of Transportation, (hereinafter referred to as the "State"), on behalf of the State of Texas, and the County of Gillespie, Texas, (hereinafter referred to as the "Sponsor").

This Grant Agreement is entered into between the State and Sponsor shown above, under the authority granted and in compliance with the provisions of the Transportation Code Chapter 21.

The project is for **airport maintenance** at the FREDERICKSBURG - GILLESPIE COUNTY Airport.

Part II - Offer of Financial Assistance

1. For the purposes of this Grant, the annual routine maintenance project cost, Amount A, is estimated as found on Attachment A, Scope of Services, attached hereto and made a part of this grant agreement.

State financial assistance granted will be used solely and exclusively for airport maintenance and other incidental items as approved by the State. Actual work to be performed under this agreement is found on Attachment A, Scope of Services. State financial assistance, Amount B, will be for ninety percent (90%) of the eligible project costs for this project or \$100,000.00, whichever is less, per fiscal year and subject to availability of state appropriations.

Scope of Services, Attachment A, of this Grant, may be amended, subject to availability of state funds, to include additional approved airport maintenance work. Scope amendments require submittal of an Amended Scope of Services, Attachment A.

Services will not be accomplished by the State until receipt of Sponsor's share of project costs.

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

Work shall be accomplished by August 31, 2024, unless otherwise approved by the State.

2. The State shall determine fair and eligible project costs for work scope. Sponsor's share of estimated project costs, Amount C, shall be as found on Attachment A and any amendments.

It is mutually understood and agreed that if, during the term of this agreement, the State determines that there is an overrun in the estimated annual routine maintenance costs, the State may increase the grant to cover the amount of the overrun within the above stated percentages and subject to the maximum amount of state funding.

The State will not authorize expenditures in excess of the dollar amounts identified in this Agreement and any amendments, without the consent of the Sponsor.

3. Sponsor, by accepting this Grant certifies and, upon request, shall furnish proof to the State that it has sufficient funds to meet its share of the costs. The Sponsor grants to the State the right to audit any books and records of the Sponsor to verify expended funds.

Upon execution of this Agreement and written demand by the State, the Sponsor's financial obligation (Amount C) shall be due in cash and payable in full to the State. State may request the Sponsor's financial obligation in partial payments. Should the Sponsor fail to pay their obligation, either in whole or in part, within 30 days of written demand, the State may exercise its rights under Paragraph V-3. Likewise, should the State be unwilling or unable to pay its obligation in a timely manner, the failure to pay shall be considered a breach and the Sponsor may exercise any rights and remedies it has at law or equity.

The State shall reimburse or credit the Sponsor, at the financial closure of the project, any excess funds provided by the Sponsor which exceed Sponsor's share (Amount C).

- 4. The Sponsor specifically agrees that it shall pay any project costs which exceed the amount of financial participation agreed to by the State. It is further agreed that the Sponsor will reimburse the State for any payment or payments made by the State which are in excess of the percentage of financial assistance (Amount B) as stated in Paragraph II-1.
- 5. Scope of Services may be accomplished by State contracts or through local contracts of the Sponsor as determined appropriate by the State. All locally contracted work must be approved by the State for scope and reasonable cost. Reimbursement requests for locally contracted work shall be submitted on forms provided by the State and shall include copies of the invoices for materials or services. Payment shall be made for no more than 90% of allowable charges.

The State will not participate in funding for force account work conducted by the Sponsor.

6. This Grant shall terminate upon completion of the scope of services.

Part III - Additional Requirements for Certain Equipment

- 1. Certain purchase, installation, and subscription costs for eligible air traffic and operations monitoring equipment ("Equipment") are reimbursable as provided in this Part. If Grantee is seeking reimbursement for eligible Equipment costs, it must be shown in Attachment A.
- 2. For eligible Equipment, the State will reimburse 90% of the initial cost to purchase and install, not to exceed \$3,000.00, and 90% of the annual subscription fee for subsequent years, not to exceed \$3,000.00 per year.
- 3. Notwithstanding Section 2, for the one year prior to a master plan or airport layout plan update, TxDOT will reimburse up to 90% of the eligible costs, not to exceed \$5,400.00.
- 4. Eligibility Requirements
 - A. The Equipment must include the following items, at a minimum;
 - 1. Triangulation
 - 2. Noise abatement
 - 3. Aircraft tracking data for 30 days
 - 4. Direct installation without a third party
 - 5. Identification of pavement utilization by airplane design group for the entire airport
 - 6. 1 second and 3 foot accuracy
 - 7. Equal effectiveness at both towered and non-towered airports
 - 8. Tracking of military and government aircraft, including FAA blocked aircraft
 - B. In order for costs to be eligible for RAMP reimbursement:
 - 1. The Sponsor must maintain and operate the Equipment for 3 years.
 - 2. On at least a quarterly basis, the Sponsor must provide to the State all data produced and collected by the Equipment.
 - 3. To be eligible for reimbursement of the annual subscription fee after the first year, the Sponsor must participate in the Routine Airport

Maintenance Program, have an executed Grant Agreement for that year, and comply with all grant requirements.

- A. The State may conduct on-site or off-site monitoring reviews of the Equipment during the initial required 3-year term, and during any years Sponsor seeks reimbursement of subscription costs. The Sponsor shall fully cooperate with the State and provide any required documentation. The Sponsor shall grant full access to the Equipment to the State or its authorized designee for the purpose of determining compliance, including, but not limited to:
 - 1. Whether the Equipment, and its operation and maintenance, are consistent with the requirements set forth in the Grant Agreement and this First Amendment;
 - 2. Whether the Sponsor is making timely progress with installation of the Equipment, and whether its management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in the Grant Agreement and this First Amendment, and are fully and accurately reflected in reports submitted to the State.
- B. Failure to maintain compliance with these requirements may result in the Sponsor having to repay grant funds to the State.

Part IV - Sponsor Responsibilities

- 1. In accepting this Grant, if applicable, the Sponsor guarantees that:
 - a. it will, in the operation of the facility, comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State in connection with this Grant; and
 - b. the Airport or navigational facility which is the subject of this Grant shall be controlled by the Sponsor for a period of at least 20 years; and
 - c. consistent with safety and security requirements, it shall make the airport or air navigational facility available to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes and shall provide adequate public access during the period of this Grant; and
 - d. it shall not grant or permit anyone to exercise an exclusive right for the conduct of aeronautical activity on or about an airport landing area. Aeronautical activities include, but are not limited to scheduled airline flights, charter flights, flight instruction, aircraft sales, rental and repair, sale of aviation petroleum products and aerial applications. The landing area consists of runways or landing strips,

taxiways, parking aprons, roads, airport lighting and navigational aids; and

- e. through the fence access shall be reviewed and approved by the State; and
- f. it shall not permit non-aeronautical use of airport facilities, unless noted on an approved Airport Layout Plan, without prior approval of the State/FAA. This includes but is not limited to: the process of land disposal, any changes to the aeronautical or non-aeronautical land uses of the airport, land's deeded use from non-aeronautical to aeronautical, requests of concurrent use of land, interim use of land, approval of a release from obligations from the State/FAA, any of which will require 18 months, or longer; and
- g. the Sponsor shall submit to the State annual statements of airport revenues and expenses when requested; and
- h. all fees collected for the use of the airport shall be reasonable and nondiscriminatory. The proceeds from such fees shall be used solely for the development, operation and maintenance of the airport or navigational facility; and
- i. an Airport Fund shall be established by resolution, order or ordinance in the treasury of the Sponsor, or evidence of the prior creation of an existing airport fund or a properly executed copy of the resolution, order, or ordinance creating such a fund, shall be submitted to the State. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole. All fees, charges, rents, and money from any source derived from airport operations must be deposited in the Airport Fund and shall not be diverted to the general revenue fund or any other revenue fund of the Sponsor. All expenditures from the Airport Fund shall be solely for airport purposes. Sponsor shall be ineligible for a subsequent grant or loan by the State unless, prior to such subsequent approval of a grant or loan, Sponsor has complied with the requirements of this subparagraph; and
- j. the Sponsor shall operate runway lighting at least at low intensity from sunset to sunrise; and
- k. insofar as it is reasonable and within its power, Sponsor shall adopt and enforce zoning regulations to restrict the height of structures and use of land adjacent to or in the immediate vicinity of the airport to heights and activities compatible with normal airport operations as provided in Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Sponsor shall also acquire and retain aviation easements or other property interests in or rights to use of land or airspace, unless sponsor can show that acquisition and retention of such interest will be impractical or will result in undue hardship to Sponsor. Sponsor shall be ineligible for a subsequent grant or loan by the State unless Sponsor has, prior to subsequent approval of a grant or loan, adopted and passed an airport hazard zoning ordinance

or order approved by the State.

- 1. mowing services will not be eligible for state financial assistance. Sponsor will be responsible for 100% of any mowing services.
- 2. The Sponsor, to the extent of its legal authority to do so, shall save harmless the State, the State's agents, employees or contractors from all claims and liability due to activities of the Sponsor, the Sponsor's agents or employees performed under this agreement. The Sponsor, to the extent of its legal authority to do so, shall also save harmless the State, the State's agents, employees or contractors from any and all expenses, including attorney fees which might be incurred by the State in litigation or otherwise resisting claim or liabilities which might be imposed on the State as the result of those activities by the Sponsor, the Sponsor's agents or employees.
- 3. The Sponsor's acceptance of this Offer and ratification and adoption of this Grant shall be evidenced by execution of this Grant by the Sponsor. The Grant shall comprise a contract, constituting the obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the project and the operation and maintenance of the airport.

If it becomes unreasonable or impractical to complete the project, the State may void this agreement and release the Sponsor from any further obligation of project costs.

- 4. Upon entering into this Grant, Sponsor agrees to name an individual, as the Sponsor's Authorized Representative, who shall be the State's contact with regard to this project. The Representative shall receive all correspondence and documents associated with this grant and shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor, and coordinate schedule for work items as required.
- 5. By the acceptance of grant funds for the maintenance of eligible airport buildings, the Sponsor certifies that the buildings are owned by the Sponsor. The buildings may be leased but if the lease agreement specifies that the lessee is responsible for the upkeep and repairs of the building no state funds shall be used for that purpose.
- 6. Sponsor shall request reimbursement of eligible project costs on forms provided by the State. All reimbursement requests are required to include a copy of the invoices for the materials or services. The reimbursement request will be submitted no more than once a month.
- 7. The Sponsor's acceptance of this Agreement shall comprise a Grant Agreement, as provided by the Transportation Code, Chapter 21, constituting the contractual obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the airport maintenance and compliance with the assurances and conditions as provided. Such Grant Agreement shall become effective upon the State's written Notice to Proceed issued following execution of this agreement.

PART V - Nomination of the Agent

- 1. The Sponsor designates the State as the party to receive and disburse all funds used, or to be used, in payment of the costs of the project, or in reimbursement to either of the parties for costs incurred.
- 2. The State shall, for all purposes in connection with the project identified above, be the Agent of the Sponsor. The Sponsor grants the State a power of attorney to act as its agent to perform the following services:
 - a. accept, receive, and deposit with the State any and all project funds granted, allowed, and paid or made available by the Sponsor, the State of Texas, or any other entity;
 - b. enter into contracts as necessary for execution of scope of services;
 - c. if State enters into a contract as Agent: exercise supervision and direction of the project work as the State reasonably finds appropriate. Where there is an irreconcilable conflict or difference of opinion, judgment, order or direction between the State and the Sponsor or any service provider, the State shall issue a written order which shall prevail and be controlling;
 - d. receive, review, approve and pay invoices and payment requests for services and materials supplied in accordance with the State approved contracts;
 - e. obtain an audit as may be required by state regulations; the State Auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
 - f. reimburse sponsor for approved contract maintenance costs no more than once a month.

PART VI - Recitals

1. This Grant is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party.

- 2. It is the intent of this grant to not supplant local funds normally utilized for airport maintenance, and that any state financial assistance offered under this grant be in addition to those local funds normally dedicated for airport maintenance.
- 3. This Grant is subject to the applicable provisions of the Transportation Code, Chapters 21 and 22, and the Airport Zoning Act, Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Failure to comply with the terms of this Grant or with the rules and statutes shall be considered a breach of this contract and will allow the State to pursue the remedies for breach as stated below.
 - a. Of primary importance to the State is compliance with the terms and conditions of this Grant. If, however, after all reasonable attempts to require compliance have failed, the State finds that the Sponsor is unwilling and/or unable to comply with any of the terms of this Grant, the State, may pursue any of the following remedies: (1) require a refund of any financial assistance money expended pursuant to this Grant, (2) deny Sponsor's future requests for aid, (3) request the Attorney General to bring suit seeking reimbursement of any financial assistance money expended on the project pursuant to this Grant, provided however, these remedies shall not limit the State's authority to enforce its rules, regulations or orders as otherwise provided by law, (4) declare this Grant null and void, or (5) any other remedy available at law or in equity.
 - b. Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Grant, or for enforcement of any of the provisions of this Grant, is specifically set by Grant of the parties in Travis County, Texas.
- 4. The State reserves the right to amend or withdraw this Grant at any time prior to acceptance by the Sponsor. The acceptance period cannot be greater than 30 days after issuance unless extended by the State.
- 5. This Grant constitutes the full and total understanding of the parties concerning their rights and responsibilities in regard to this project and shall not be modified, amended, rescinded or revoked unless such modification, amendment, rescission or revocation is agreed to by both parties in writing and executed by both parties.
- 6. All commitments by the Sponsor and the State are subject to constitutional and statutory limitations and restrictions binding upon the Sponsor and the State (including Sections 5 and 7 of Article 11 of the Texas Constitution, if applicable) and to the availability of funds which lawfully may be applied.

Part VII - Acceptances

Sponsor

The County of Gillespie, Texas, does ratify and adopt all statements, representations, warranties, covenants, agreements, and all terms and conditions of this Grant.

Executed this ______ day of ______, 20____.

The County of Gillespie, Texas Sponsor

Sponsor Signature

County Judge

Sponsor Title

Acceptance of the State

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs and grants heretofore approved and authorized by the Texas Transportation Commission.

STATE OF TEXAS TEXAS DEPARTMENT OF TRANSPORTATION

By:_____

Date:_____

Eligible Scope Item:	Estimated Costs Amount A	State Share Amount B	Sponsor Share Amount C
GENERAL MAINTENANCE	\$111,111.11	\$100,000.00	\$11,111.11
Special Project	\$0.00	\$0.00	\$0.00
Special Project	\$0.00	\$0.00	\$0.00
Special Project	\$0.00	\$0.00	\$0.00
Special Project	\$0.00	\$0.00	\$0.00
Special Project	\$0.00	\$0.00	\$0.00
TOTAL	\$111,111.11	\$100,000.00	\$11,111.11

Attachment A Scope of Services TxDOT Project ID: M2414FRBR

Accepted by: The County of Gillespie, Texas

Signature

Title: County Judge

Date: _____

<u>GENERAL MAINTENANCE:</u> As needed, Sponsor may contract for services/purchase materials for routine maintenance/improvement of airport pavements, signage, drainage, AWOS systems, approach aids, lighting systems, utility infrastructure, fencing, herbicide/application, sponsor owned and operated fuel systems, hangars, terminal buildings and security systems; professional services for environmental compliance, approved project design. Special projects to be determined and added by amendment.

Airport Operations Counting Systems: The purchase and installation of specified air traffic and operations monitoring equipment ("Equipment") is eligible for reimbursement as provided in Part III

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

CERTIFICATION OF AIRPORT FUND

TxDOT Project ID: M2414FRBR

The County of Gillespie does certify that an Airport Fund has been established for the Sponsor, and that all fees, charges, rents, and money from any source derived from airport operations will be deposited for the benefit of the Airport Fund and will not be diverted for other general revenue fund expenditures or any other special fund of the Sponsor and that all expenditures from the Fund will be solely for airport purposes. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole.

_

Certification of State Single Audit Requirements

I, ______, do certify that the County of Gillespie will comply with all (Designated Representative)

requirements of the State of Texas Single Audit Act if the County of Gillespie spends or receives more than the threshold amount in any grant funding sources during the most recently audited fiscal year. And in following those requirements, the County of Gillespie will submit the report to the audit division of the Texas Department of Transportation. If your entity did not meet the threshold in grant receivables or expenditures, please submit a letter indicating that your entity is not required to have a State Single Audit performed for the most recent audited fiscal year.

Signature

County Judge

Title

Date

DESIGNATION OF SPONSOR'S AUTHORIZED REPRESENTATIVE

TxDOT Project ID: M2414FRBR

The County of Gillespie designates, Tony Lombardi, Gillespie County Airport Manager

(Name, Title)

as the Sponsor's authorized representative, who shall receive all correspondence and documents associated with this grant and who shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor.

The County of Gillespie, Texas (Sponsor)

By:_____

County Judge
Title:

Date:_____

DESIGNATED REPRESENTATIVE

 Mailing Address:
 101 W. Main Unit 9

 Fredericksburg, TX 78624

 Overnight Mailing Address:
 Same

 Telephone/Fax Number:
 830-990-5764

 Email address:
 tlombardi@gillepsiecounty.org

GILLESPIE COUNTY PAYROLL CHANGE NOTICE



Employee	Information		
Name: Ash	ley Reusser		
		ice of the Peace, Precinc	ts 1 2 3 4
Department	¹ Justice of the	Peace, Precincts 1, 2, 3,	Λ Λ Λ Λ Λ Λ Λ Λ Λ Λ Λ Λ Λ Λ Λ Λ Λ Λ Λ
			7
STATUS:	√ Full-time	Part-time	Part-time temporary
Change In	formation		
Effective Da	te of Change:10/3	0/2023	
<u>ACTION</u>	 ✓ New Hire Promotion Transfer 	Resignation COLA Retirement Othe Discharge	
Other	:		
Salary Info	ormation		
HOURLY RA	те: <u>\$</u> 20.64	(non-exempt employees)	
ANNUAL RAT	ГЕ: \$	(exempt employees)	
POSITION GR	rade: 12	(if no grade, enter Salary, Elected	or None)
COMMENTS:			
Signature	S	1 .0	
ector of Huma ne Printed:	n Resources Signatur Jennifer Doss	e: Semifolon	Date: <u>10 /06/ 23</u>
ployee Signatı	ure:		Date:/ /
Original to HR; Copy to employ	yee, revised 8/2022	HUMAN RESOURCES USE: Incode AG T	CDRS OASys IT/Aud EE ID#

TE	SOCIATION OF	F	ACT PRIC	TEHICLES On	ıly	Contract No.:	22-03- 1008R	Date Prepared:	10/4/2023
<u>MUST</u> be	This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents <u>MUST</u> be emailed to Reliable Chevrolet @ <u>dadams@reliablechevrolet.com</u> or faxed to 972-952-8172. Therefore please type or print legibly.								
Buying	GILLESPIE CO	<u> </u>			Contractor:	RELIABLE CH	EVROLET		
Agency: Contact					Prepared	DOUG ADAMS			
Person:					By:		b		
Phone:					Phone:	972-952-1561			
Fax:						972-952-8172			
Email: Spec	<u> </u> 				Email:	dadams@rel		et.com	
#:	99	Description:				E - TYPICAL OI	RDER		
	tem Base Unit I				UPINE DIST				34606.95
	l Options - Item ed Options are opt					lude Option C	ode in descrip	otion if applica	ıble.
	Descri	-		Cost		Descr	-		Cost
	PARK ASSIST I			0	9C1 PPV - PC	LICE PURSUI	VEHICLE - R	EQUIRED	INCL
	AMF - REMOTE KEYLESS ENTRY PKG 68 AG2 - POWER PASSENGER SEAT - REQUIRED					INCL			
<mark>6E2 - FLEET</mark>	KEYED ALIKE			23	POLICE RATE	ED SPARE - RE	QUIRED		INCL
<mark>AZ3 - 40/20/4</mark>	10 FRONT SEAT			0	0 VK3 - FRONT LICENSE PLANT BRACKET - REQ'D				INCL
<mark>6J3 - GRILLE</mark>	E LAMP/SPEAKE	RWIRING		84	84				
BTV - REMOTE START		273							
BCV - AUTO DOOR LOCK DISABLE		46							
<mark>V76 - TOW H</mark>	IOOKS			46	5YR/100,000	POWERTRAIN	WARRANTY		INCL
DRZ - CAME	RA MIRROR			432	2 KEYS AT D	ELIVERY			INCL
<mark>UN9 - RADIO</mark>	SUPRESSION	КІТ		86	VPV - KERR I	NDUSTRIES S	HIP-THRU		150
<mark>6C7 - RED/W</mark>	HITE DOME LA	MP		155	Subtotal From Additional Sheet(s):				
<mark>6J4 - HORN/</mark>	SIREN CIRCUIT	WIRING		50				Subtotal B:	1413
	hed Options - It ished options are i								
	Descri	iption		Cost		Descr	iption		Cost
						Subto	tal From Addi	tional Sheet(s):	
								Subtotal C:	0
Check: Total	cost of Unpublish Pri		cannot exceed 2 ned Options (A+I		f the Base Unit	For this tra	nsaction the pe	ercentage is:	0%
D. Total Cost	Before Any Appl	icable Trade-	(n / Other Allow	ances / Discoun	ts (A+B+C)				
_	antity Ordered:	1			l of A + B + C:	36019.95	=	Subtotal D:	•
D	r Processing Char				Missollanoora	Charges		Subtotal E:	\$350
F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges Description Cost Cost Cost					Cost				
		*				DELI	-		INCL
	TRANSPORT T	O FARRWES	Т						
E	EXTERIOR CO	LORWHI	TE					Subtotal F:	0
	Deli	ivery Date:	AV	VAILABLE		G. Total Pur	chase Price	$e(\overline{\mathbf{D}+\mathbf{E}+\mathbf{F})}$:	36369.95



REORDER FORM Last Four Digits of Credit Card: 5367 NCAC Credit Card Agreement

Texas Digital Fingerprint Program

This NCAC Agreement ("Agreement") is between Idemia Identity and Security USA, LLC ("Idemia") and the company or organization identified below ("Customer"), and sets forth the terms and conditions under which Idemia will provide no-charge authorization codes ("Authorization Code(s)") to Customer for distribution to applicants required to submit to a fingerprint-based background check ("Applicant(s)") through the Fingerprint Applicant Services of Texas ("FAST") Program.

Applicants will present an Authorization Code to Idemia at the time Idemia collects their fingerprints and verifies their biographic information ("Applicant Information"). Upon Idemia's collection of Applicant Information, Idemia will charge the credit card identified by Customer in a Credit Card Authorization Agreement ("Credit Card").

Idemia will provide an initial quantity of _______ (minimum order of 50) Authorization Codes to Customer upon execution of this Agreement and a Credit Card Authorization Agreement. All of the codes will expire within six (6) months of thedate of issuance to Customer or at the date of expiration of the Credit Card, whichever occurs first. Customer will not be charged for Authorization Codes that have not been redeemed before expiration. Idemia will provide additional Authorization Codes at a quantity (minimum order of 50) requested by Customer. The provision and redemption of additional Authorization Codes provided to Customer will be governed by the terms of this Agreement.

Idemia will provide all Authorization Codes to an email address provided by Customer in a password-protected file. Customer may distribute the Authorization Codes to applicants via any method of delivery (e.g., email, US mail).

Idemia will debit the Credit Card for the amount corresponding to the FAST service code identified by the Customer in this agreement. Customer will also be charged a \$1 convenience fee for every applicant who uses an NCAC code assigned to Customer. The receipt provided to the applicant at time of service will indicate payment via NCAC and is not a credit card receipt, and does not, therefore, reflect the \$1 convenience fee established with this agreement.

If the State of Texas or other relevant government agency authorizes or dictates a fee increase or decrease in Fingerprint fees, Idemiawill charge Customer the new fee for any redemption of Authorization Codes occurring on or after the effective date of the fee change.

Customer acknowledges and agrees that Customer will be responsible for all Credit Card charges for Authorization Codes issued to Customer and provided to Idemia by applicants, regardless of whether the corresponding Authorization Codes are obtained or redeemed by fraud, redeemed by persons to whom Customer did not issue the Authorization Codes, or that are transferred in violation of any terms and conditions under which Customer distributes the Authorization Codes.

If a charge to the Credit Card is declined by Idemia's payment processor or by the issuer of the Credit Card, or if Idemia is otherwise unable to obtain payment through the Credit Card, or if any Idemia charges to the Credit Card are refused or disputed, Idemia will require payment in full prior to or at the time of processing any further applicants of Customer, until such time that Idemia notifies Customer that the payment issue has been resolved.

Please indicate acceptance of these terms by having an authorized representative of Customer sign below, and return a copy to Idemia via <u>fax at 615-871-0845</u> or by email to TXUEPAccounts@us.idemia.com.

IF HAND WRITING, PLEASE PRINT LEGIBLY	ACCEPTED AND AGREED TO:
	Name of Customer: Gillespie County
	Nine Digit Tax ID or EIN Number: <u>746000378</u>
	Service Code(s): TX086013N
	Signature:
	Printed Name:
	Title:
	Date:

GEOCOMM	GIS Data Maintenance Renewal Contract #022099 May 30, 2023
Geo-Comm, Inc. EIN # 41-1811590 1100 West St. Germain Street, Suite 300 St. Cloud, MN 56301 Phone: (320) 240-0040	Les Metzler, Director, TAC Gillespie County, Texas 100 W Main Street, Unit #4 Fredericksburg, TX 78624 Phone: (830) 990-8793
www.geocomm.com	Email: <u>Imetzler@gillespiecounty.org</u>

Description	2/29/2024- 2/28/2025	3/1/2025- 2/28/2026	3/1/2026- 2/28/2027	3/1/2027- 2/28/2028	2/29/2028- 2/28/2029
GIS Data Layers Maintenance Services	\$4,418	\$4,639	\$4,871	\$5,115	\$5,370
Address Assignment Services	\$2,209	\$2,320	\$2,435	\$2,557	\$2,685
CAD Map Package Creation and Delivery	\$2,209	\$2,320	\$2,435	\$2,557	\$2,685
Total:	\$8,836	\$9,279	\$9,741	\$10,229	\$10,740

Services provided from February 29, 2024 through February 28, 2029. A description of GIS Maintenance Services covered under this contract is attached and made part of this Agreement as Exhibit A. Pricing is based on Texas DIR contract number DIR-CPO-4499.

Either party, upon thirty (30) days written notice to the other party, may terminate Agreement for violation of the terms and failure to cure any deficiency within a reasonable time after notice thereof. In the event of termination for just cause by the Customer, GeoComm shall refund all amounts received to that point. In the event of termination for just cause by GeoComm, the Customer shall forfeit any funds paid. If statutory funding is cancelled, the Customer may terminate agreement and shall only be liable for services provided prior to termination.

Customer will pay GeoComm \$48,825 plus applicable sales taxes* invoiced on the following schedule:

- \$8,836 Invoiced net 45 days February 29, 2024
- \$9,279 Invoiced net 45 days March 1, 2025
- \$9,741 Invoiced net 45 days March 1, 2026
- \$10,229 Invoiced net 45 days March 1, 2027
- \$10,740 Invoiced net 45 days February 29, 2028

Customer Authorization	
Signature	
Print Name	
Purchase Order # (if required)	
Date	

*If entity is tax exempt, please email tax exemption certificate to <u>dhaus@geocomm.com</u>.

GIS Data Layers Maintenance Services

- GeoComm will use provided resources, including digital copies of the MSAG and ALI database, to update GIS data layers for location validation in 9-1-1 systems. As needed, GeoComm will:
- Update the Road Centerline layer with additions, deletions, and corrections
- Update the Site/Structure Address Point layer with additions, deletions, and corrections
- Update Service Boundary Layers (PSAP, police, fire, EMS, and ESZ/ESN) with additions, deletions, and corrections when requested
- Update the Provisioning Boundary Layer with additions, deletions, and corrections.
- Update the Incorporated Municipality Layer when there are annexations
- If available, replace existing additional layer(s) with customer provided data (e.g. railways, water features, hazardous sites, etc.)

GIS data attribute standardization following the NENA Standard for NG9-1-1 GIS Data Model and/or your PSAP mapping system requirements are included. GeoComm will populate Mandatory and Conditional attributes with provided resources.

GeoComm will perform quality control (QC) checks on GIS data to measure GIS data quality and synchronization with MSAG and ALI databases, if available. If GIS data errors are detected, GeoComm will make appropriate corrections. If MSAG or ALI errors are detected, GeoComm will correct the error if contracted to do so. If resolving the MSAG or ALI errors are outside of the scope of service, GeoComm will provide you with a list of required updates.

GeoComm will provide updated GIS data packages (zip file containing the updated GIS data layers in file geodatabase format) for you to provision into your local 9-1-1 systems. If the local 9-1-1 system is a GeoComm mapping application, GeoComm will execute the update process.

If requested, GeoComm can provide.pdf files representing one combined Service Boundary map (Police, Fire, EMS) which you can print to hard copy wall maps.

GeoComm will work with Customer to ensure map data meets or exceeds industry standards issued by NENA and State issued standards for NG9-1-1. Additional charges may apply if new data layers need to be built due to State requirements.

Address Assignment Services

GeoComm will update the Site/Structure Address Point layer based on resources provided. As needed, GeoComm will:

- Update the Site/Structure Address Point layer with new address point locations using provided accurate location information or latitude and longitude for the approximate placement of the address point.
- Assign addresses to newly added points based on the road centerline layer attributes (street name and address ranges) and return the newly assigned addresses within three business days.
- Provide support regarding unique addressing situations or addressing discrepancies.

Customer shall provide one or more of the following:

- Coordinates Latitude and Longitude
- Specific Directions example: .25 mile W of Hwy 1 at the 1st Ave intersection on N Side of Road
- Screenshot of location with address clearly marked and surrounding roads indicated

Note: GeoComm is not responsible for notifying residents of the newly assigned addresses.

Ongoing CAD Map Package Creation Service

GeoComm will assist Gillespie County with the following CAD support tasks:

- On a monthly basis, GeoComm will create a Tyler Technologies CAD Map Package allowing for accurate updates into the CAD system to be made by Gillespie County staff
- On a monthly basis, GeoComm will provide digital documentation outlining the changes made to the previous map package version
- GeoComm will work with Gillespie County to make any desired changes to the .mxd files responsible for the look and feel of the CAD map display

Layers to be updated include only those which are provided by Gillespie County and those which are required for use within the Tyler Technologies CAD system. The map package will be provided to Gillespie County to provision into your Tyler Technologies CAD system. If issues with the map package are discovered during the provisioning process, GeoComm will assist in troubleshooting measures to identify the cause of the issue and, if necessary, provide a new, updated map package for incorporation.

Cyber Liability Insurance Proposal 11-01-2023 to 11-01-2024

Gillespie County



Jim Brundage, CIC, CSRM Cristy Urquidi, CISR Date Prepared: October 11, 2023



CONFIDENTIAL AND PROPRIETARY: This document and the information contained herein is confidential and proprietary information of USI Insurance Services LLC ("USI"). Recipient agrees not to copy, reproduce, or distribute this document, in whole or in part, without the prior written consent of USI. Estimates are illustrative given data limitation, may not be cumulative and are subject to change based on carrier underwriting. Please refer to the policy contract for specific terms, conditions, limitations, and exclusions.

USI Southwest Inc., El Paso

303 N. Oregon, Ste 310, El Paso, TX 79901

(915) 544-3111 www.usi.com

Producers

Your **Producer** is **Jim Brundage** Direct Number: (915) 534-9457

E-Mail: Jim.Brundage@usi.com

Account Management Team

Your Account Manager is Cristina Urquidi

Direct Number: (915) 534-9456 E-Mail: Cristy.Urquidi@usi.com

Claims Department

Your Claims Manager is Mike Rogers at USI Insurance

USI Phone Number: (915) 534-9463 E-Mail: Mike.rogers@usi.com

Your Claims Consultant is Kyna Santiago at USI Insurance

USI Phone Number: (915) 534-9476 E-Mail: Kyna.Santiago@usi.com

This proposal is merely a descriptive summary of coverage provided by the insurance companies being proposed and should be used for reference purposes only; it is not a binder and does not amend or alter the insurance contract. Please refer to the policy contract for specific terms, conditions, limitations, and exclusions.



HOTEL OCCUPANCY TAX EXPENDITURE AGREEMENT

This Agreement is made to be effective this the 1st day of October, 2022 by and between the COUNTY OF GILLESPIE, a county government within the State of Texas, and the FREDERICKSBURG CONVENTION AND VISITOR BUREAU, sometimes hereinafter called the FREDERICKSBURG CVB, each acting herein by and through its duly authorized officers.

I.

The COUNTY OF GILLESPIE, by authority of powers granted to it under state statutes, has heretofore enacted a local hotel occupancy tax on occupants of hotels, bed & breakfasts, or other overnight commercial accommodations outside of the City of Fredericksburg and its extraterritorial jurisdiction.

II.

As part of its obligation under state statutes (primarily V.A.T.S. Tax Code Section 352) to use local hotel occupancy tax funds for attracting and promoting tourism as well as the convention and hotel industry, the OF GILLESPIE COUNTY hereby agrees the to pay to FREDERICKSBURG CVB the sum of ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) from money actually received by the COUNTY OF GILLESPIE from the local hotel occupancy tax as collected by the COUNTY, in consideration for the FREDERICKSBURG CVB advertising and promoting tourism for the visitor market from which the COUNTY OF GILLESPIE derives direct tourism benefit. Receipt of funds by the FREDERICKSBURG CVB shall be in semi-annual payments due on or near October 1, 2022 and on or near April 1, 2023 and will partially fund the FREDERICKSBURG CVB activities for Fiscal Year 2023 (October 1, 2022)

through September 30, 2023). Such payments by the COUNTY OF GILLESPIE shall be from actual collected Hotel Occupancy Tax funds from the last two quarters of Calendar Year 2021 and the first two quarters of Calendar Year 2022 (July 2021 through June 2022).

The FREDERICKSBURG CVB agrees that ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) paid to it by the COUNTY OF GILLESPIE shall be used in the following specific areas:

(1) The furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants;

(2) Advertising and conducting solicitations and promotion programs to attract tourists and convention delegates or registrants to the County.

The FREDERICKSBURG CVB agrees to conduct a continuing program of advertising and promotion for the purpose of attracting visitors, tourists, and conventions to the local area and to Gillespie County by publishing and distributing brochures and information packets, by advertising in various tourist publications and general media publications which are appropriate, by representing Gillespie County and its vicinity at travel shows and other events, by participating with state and regional agencies in tourist development programs of benefit to the local area and Gillespie County, and by using appropriate means to increase the traveling public's awareness of the resort and recreational advantages of the local area and Gillespie County.

The FREDERICKSBURG CVB further agrees that it will seek to achieve economic benefit for Gillespie County through all of such activities, that it will provide tourism-related information about Gillespie County upon request, and that it will serve as an advisory body to the COUNTY, on request, in matters related to expanding the tourist-related economy.

Ш.

It is expressly understood and agreed by and between the parties that the FREDERICKSBURG CVB is an independent contractor and is not an officer, agent, or employee of the COUNTY OF GILLESPIE.

IV.

The FREDERICKSBURG CVB shall secure sufficient numbers of employees to accomplish this Agreement. The FREDERICKSBURG CVB shall further provide such office space, equipment, supplies, and other materials as may be necessary to accomplish the purposes of this Agreement.

V.

The FREDERICKSBURG CVB shall provide to the COUNTY OF GILLESPIE, prior to obtaining any local hotel occupancy tax funds, a proposed budget for the collection year of such expenditures. The proposed budget is to be approved by the GILLESPIE COUNTY COMMISSIONERS COURT in advance of the release of any local hotel occupancy tax funds. It is understood and agreed by and between the parties that upon budget approval by GILLESPIE COUNTY, a fiduciary duty is created in the FREDERICKSBURG CVB with respect to expenditure of revenue provided in accordance with the approved budget and within the guidelines of the state statute.

Therefore, the FREDERICKSBURG CVB shall provide to GILLESPIE COUNTY periodic reports, at least quarterly, on the activities that are conducted to benefit the COUNTY, as well as an annual financial statement listing the expenditures made from revenues from the local hotel occupancy tax as collected by GILLESPIE COUNTY. It is further agreed by the FREDERICKSBURG CVB that it shall not commingle that revenue

with any other money or maintain it in any other account (as defined by state statute).

The FREDERICKSBURG CVB shall maintain complete and accurate financial records of all expenditures from the local hotel occupancy tax revenues, and, upon request of GILLESPIE COUNTY, shall make the records available for inspection and review.

It is understood and agreed by and between the parties that hotel occupancy tax may be spent by the FREDERICKSBURG CVB for day-today operations including supplies, salaries, office rental, travel expenses, and other administrative costs, if same have been previously approved in the budget and if DIRECTLY related to the promotion of tourism. The proportion of the total administrative costs for which hotel occupancy tax revenues are expended may not exceed the actual administrative costs for these activities.

VI.

This Agreement shall begin October 1, 2022, and shall continue in force until September 30, 2023. This Agreement may be terminated by the COUNTY OF GILLESPIE upon thirty (30) days notice for noncompliance with the terms of the Agreement.

VII.

Any notice necessary or appropriate relative to this Agreement shall be effective when deposited in the United States mail, either certified or registered mail, postage prepaid and addressed to Gillespie County, County Judge's Office, 101 W. Main St., Unit #9, Fredericksburg, Texas 78624 or to the Fredericksburg CVB, Executive Director, 302 East Austin Street, Fredericksburg, Texas 78624.

No part of this Agreement may be assigned or delegated without the prior written consent of the other party, and any attempted assignment of benefits or rights of delegation of duties or obligations shall be a breach of this Agreement. However, nothing in the Agreement shall prohibit the FREDERICKSBURG CVB from participating with regional or state programs or to contract for joint promotions with other agencies.

IX.

This Agreement shall be entirely subject to the laws and statutes of the State of Texas.

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INDEMNITY CLAUSE

The FREDERICKSBURG CVB agrees to and shall indemnify and hold harmless and defend the COUNTY OF GILLESPIE, its officers, agents, and employees from any and all claims, losses, causes of action and damages, suits, and liability of every kind including all expenses of litigation, court costs, and attorney fees, for injury to or death to any person, or for damage to any property, arising from or in connection with the operations of the FREDERICKSBURG CVB, its officers, agents or employees carried out in furtherance of this Agreement. The FREDERICKSBURG CVB shall carry or cause to be carried public liability insurance in the amount of FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) for each occurrence and ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) cumulative. Said insurance policy shall name the COUNTY OF GILLESPIE as an additional insured, said policy, or a duplicate thereof, will be filed with Gillespie County.

It is expressly agreed that by executing this Agreement with the FREDERICKSBURG CVB, the COUNTY OF GILLESPIE does not bind itself in the future as to any action of the Gillespie County Commissioners Court in connection with the alteration or repeal or amendment of the Gillespie County hotel occupancy tax as initially adopted, and in the event, for any reason, that the funds are not collected by the COUNTY OF GILLESPIE under the provisions of the hotel occupancy tax statutes, the COUNTY will not be obligated under this Agreement to pay any funds of the COUNTY to the FREDERICKSBURG CVB. And it is further agreed and understood that the FREDERICKSBURG CVB shall have no right or demand upon the COUNTY OF GILLESPIE for funds payable under this Agreement if such funds are not available, for any reason.

XII.

Each party warrants and represents that it has approved this Agreement at a meeting of its governing body by a majority of those present and voting, and that the chief executive officer of each party are duly authorized to enter into this Agreement on behalf of such party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

COUNTY OF GILLESPIE, TEXAS BY: MARK STROEHER antvi Inc ATTEST: LINDSEY BRÓWN County Clerk FREDERICKSBURG CONVENTION & VISITOR BUREAU BY: Iniela PRINT NAME: <u>CEO</u> OFFICE HELD: 1 CS. den ATTEST: BY: Atelyn Eames PRINT NAME: OFFICE HELD: Secretary



Eaton UPS Service Cart: 164098-10 Cart Date: 10/11/2023 (Effective until 11/10/2023)

Evan Farough, Service Sales Representative Eaton Corporation 4616 West Howard Lane STE 2-500 Austin, TX 78728 737-218-3820 Email: evanafarough@eaton.com

Prepared For:	For Covered Equipment at Site:
Billing Contact: Accounts Payable,	Site Contact: Roger Bunker,
o	•
Billing Company: Gillespie Count Auditor	Site Company: GILLESPIE COUNTY
101 W. Main St. Unit #4	104 INDUSTRIAL LOOP
Auditor Office	FREDERICKSBURG, TX 78624
Fredericksburg, TX 78624	830-307-6181
830-307-6181	Email: rbunker@gillespiecounty.org
Email: purchasing@gillespiecounty.org	

We are pleased to provide the following services proposal for your power quality equipment. Please refer to the Scopes of Work (SOW) for descriptions of service coverage and exclusions. Eaton Corporation terms and conditions (Eaton Corp. Service Agreement T-0 attachment) govern this proposal, and any purchase order submitted to Eaton pursuant thereto. Additional or different terms proposed by Buyer, whether in its purchase order or otherwise, shall not be binding upon Eaton Corporation and are hereby rejected unless expressly agreed to in writing by Eaton Corporation. Eaton Corporation cannot be held liable, and Buyer shall not be entitled to any damages and/or indemnifications, in case Eaton Corporation is prevented, hindered or delayed from or in performing any of its obligations resulting from the impact of the outbreak of COVID-19 for reasons not attributable to Eaton Corporation.

Serial Number	New/Renewal	Model Description	Battery Type, Quantity	Coverage Type
EH244CBC06	R	9390-40-80	VRLA Sealed, 40	PowerTrust
Quantity 1, Ea	ton 9390-40-8	30, VRLA Sealed, 40		

Coverage Start Date:	12/18/2023	Coverage End Date:	12/17/2024	Term:	1 Year		
					Unit List Price	Unit Net Price	Extended Net Price
PowerTrust Service Pla	an 8 Hr (PT82	NEDX-0080)			\$9,225.00	\$9,225.00	\$9,225.00
 After Hours (7x) 	24)						
8 HP Response	Timo						

- 8 HR Response Time
- 1x per year: UPS Preventive Maintenance Business Hours (5x8)
- 1x per year: VRLA Batt PM, Any Time,1 PM per year (BT05NS040-1)
- PredictPulse Remote Monitoring
- 30% Spare Part Kit and Time and Material Discount
- EOSL Status Active; Moving to Best Effort on Jan 1, 2027

Supporting Documents: T-0, X-1, R-2, R-5, R-18, R-32, R-10

		9390-40-80 Tot	\$9,225.00	\$9,225.00	\$9,225.00	
Site Location Gillespie County	Model 9390-40-80	Serial Number EH244CBC06 S	Subtotal:	Quantity 1 1		\$9,225.00 \$9,225.00
				List Price		Net Price
		Grand Total Price:		\$9,225.00		\$9,225.00

Did you know? Eaton has PredictPulse remote monitoring and a suite of professional assessment and testing services (Load Bank, IR Scan, PQ Meter) that take traditional preventive maintenance to the next level by proactively identifying issues for greater peace of mind. Learn more at Eaton.com/UPSservices



- Contract Payment Terms: Net 30 days, Billing Cycle: Payment Upfront
- Important Tax Notice: Tax is not included in the above purchase price. All orders will be subject to all applicable sales tax unless a current tax exemption certificate is on file covering the state shown in the ship-to address or service equipment location.
- To purchase (renew) your service contract, please sign and date below.
- Return all attachments with purchase order to:
 - o Eaton Corporation, 8609 Six Forks Road, Raleigh, NC 27615, Tel 800/843-9433, Fax 800/228-1899.
 - Make Payments for Eaton products to: Eaton Corporation, 29085 Network Place, Chicago, IL 60673-1290

Accepted By: Name Print Name:

Title

Date

Purchase Order Number

Did you know? Eaton has PredictPulse remote monitoring and a suite of professional assessment and testing services (Load Bank, IR Scan, PQ Meter) that take traditional preventive maintenance to the next level by proactively identifying issues for greater peace of mind. Learn more at Eaton.com/UPSservices



Site Inventory Summary

Gillespie County

Model 9390-40-80 Serial Number EH244CBC06

Roger Bunker, FREDERICKSBURG, TX

Dates 12/18/2023 - 12/17/2024 Contract PT82NEDX-0080 Subtotal: Annual Cost \$9,225.00 **\$9,225.00**

Did you know? Eaton has PredictPulse remote monitoring and a suite of professional assessment and testing services (Load Bank, IR Scan, PQ Meter) that take traditional preventive maintenance to the next level by proactively identifying issues for greater peace of mind. Learn more at Eaton.com/UPSservices

Daniel Jones

From:	Chief <chief@gillcad.org></chief@gillcad.org>
Sent:	Wednesday, September 27, 2023 10:21 AM
То:	Bonnie Stewart; Chief; Clinton Bailey ; Daniel Jones; Henry Rohlfs; Jennifer Ellebracht; Jill Minshew; Joe Rodriguez; Krista Wareham; Marcie Schneider; Margaret Ratliff; Nikolaus Hopkins; Pam Seipp; Tina Bernhard
Subject:	List of Property Taxes Deemed Uncollectable
Attachments:	Section 33.05 PROPERTY TAX CODE & Sample Resolution 2023.docx; Gillespie CAD - Uncollectable Property Tax Accounts - August 2023.pdf

Good morning to all of you.

I am sending out information concerning accounts that are now deemed uncollectable and should be stricken from the delinquent tax roll.

I last performed this action in 2021, so some of you have not seen this.

We have been sorting through records since we took over the property tax collections in 2015. There are a number of accounts that are deemed uncollectable due to the time they have been delinquent. There is a myriad of reasons why the accounts ended up going this long without collection. A number of the accounts had suits filed, but payment was never obtained. Even if there were judgements against the owner the tax shall be stricken according to the Property Tax Code. Some accounts are uncollectable due to bankruptcy. Other accounts have other reasons.

I have shared and discussed this list with Cristol Schoessow, our delinquent tax attorney, and she is in agreement that the taxes are uncollectable.

Although the Property Tax Code states that the tax collector shall cancel and remove the accounts from the delinquent tax roll, I am sharing the list with you and asking you to present this to your governing board and pass a resolution. I will attend any meetings where this is on the agenda, if you would notify me of the meeting.

A page with the section of the Property Tax Code and a sample resolution as well as the list of properties is attached to this email.

Please contact me if you have questions or concerns.

Scott

Scott Fair, RPA RTA CCA Chief Appraiser

Gillespie Central Appraisal District 1159 S Milam St Fredericksburg, TX 78624

phone: 830-997-9807 www.gillespiecad.org

Uncollectable Property Tax Accounts Summary

		Year Range
Total Personal Property Accounts on List:	183	2001-2012
Total Real Property Accounts on List:	17	1994-2002

	Real Property	Personal Property	Total
City of Fredericksburg	\$460.31	\$7,607.82	\$8,068.13
Gillespie County	\$1,767.85	\$12,237.49	\$14,005.34
Hill Country UWCD	\$63.27	\$324.43	\$387.70
Doss CCSD	\$0.00	\$0.00	\$0.00
Fredericksburg ISD	\$8,482.43	\$54,032.07	\$62,514.50
Harper ISD	\$6,085.22	\$106.70	\$6,191.92
Gillespie WCID	\$1.89	\$4.22	\$6.11
Stonewall WCID	\$2.98	\$95.28	\$98.26
Gillespie CAD	\$0.00	\$141.23	\$141.23
TOTAL	\$16,863.95	\$74,549.24	\$91,413.19

Texas Property Tax Code, Sec. 33.05. Limitation on Collection of Taxes.

(a) Personal property may not be seized and a suit may not be filed:

- (1) to collect a tax on personal property that has been delinquent more than four years; or
- (2) to collect a tax on real property that has been delinquent more than 20 years.

(b) A tax delinquent for more than the limitation period prescribed by this section and any penalty and interest on <u>the tax is presumed paid unless a suit to collect the tax is pending</u>.

(c) If there is no pending litigation concerning the delinquent tax at the time of the cancellation and removal, the collector for a taxing unit shall cancel and remove from the delinquent tax roll:

(1) a tax on real property that has been delinquent for more than 20 years;

(2) a tax on personal property that has been delinquent for more than 10 years; and

(3) a tax on real property that has been delinquent for more than 10 years if the property has been owned for at least the preceding eight years by a home-rule municipality in a county with a population of more than 3.3 million.

SAMPLE RESOLUTION

- WHEREAS, Section 33.05(a)(1) of the Texas Property Tax Code states that Personal Property may not be seized and a suit may not be filed to collect a tax on personal property that has been delinquent more than four years; and,
- WHEREAS, Section 33.05(c) states that the collector for a taxing unit shall cancel and remove from the delinquent tax roll a tax on personal property that has been delinquent for more than 10 years is there is no pending litigation concerning the delinquent taxes at the time of the cancellation and removal; and,
- WHEREAS, Removing the Personal Property accounts dated 2012 and prior and the Real Property accounts dated 2002 and prior from the tax roll will allow the District to save the cost of printing statements as well as the cost of postage. The Tax Assessor Collector shall continue to accept payments on these accounts when and if received.

PASSED AND ADOPTED this ____ day of _____, 2021

(Presiding officer of Taxing Unit) (Taxing Unit)

Attest:

Secretary



THE CITY OF FREDERICKSBURG 126 West Main Street

ELECTRIC UTILITY EASEMENT

STATE OF TEXAS	
COUNTY OF GILLESPIE	

)(

)(

X

KNOWN ALL MEN BY THESE PRESENTS:

That I(We), ______being the owner(s) of that certain tract of land found of record in Volume___, Page(s)_____ of the Gillespie County Deed Records, for and in consideration of the sum of TEN DOLLARS AND NO/100 (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby GRANT, SELL AND CONVEY unto the CITY OF FREDERICKSBURG, a municipal corporation, of Gillespie County, Texas, its successors and assigns, whose address is 126 West Main Street, Fredericksburg, Texas 78624, an electric utility easement over, across, under and upon the following described lands located in Gillespie County, Texas, to-wit:

See description and/or illustration on EXHIBIT "A", attached hereto and made a part hereof for all purposes. The Grantor(s) recognize(s) that the description and/or illustration represents the general course of the said electric utility easement and Grantor(s) hereby agree(s) that the easement hereby granted shall apply to the actual location of said facilities where constructed.

There is hereby granted unto the CITY OF FREDERICKSBURG, the right to place, construct, operate, repair, maintain, relocate, and replace thereon an **underground/buried/overhead** electric transmission or distribution line or system, telephone lines or cable system lines and all necessary or desirable appurtenances thereto, the right to cut and trim trees and shrubbery to the extent necessary to prevent interference with the lines or system, and the right of ingress and egress over the grantor's adjacent lands to or from said easement for the purpose of constructing, operating, repairing, maintaining, relocating or removing said lines and appurtenances, **provided the right of ingress and egress shall be subordinate to the grantor's use and enjoyment of the adjacent lands.**

TO HAVE AND TO HOLD the above described electric utility easement, together with all the rights and appurtenances thereto belonging into the CITY FREDERICKSBURG, its successors and assigns until the said easement shall be abandoned, and I (we) do hereby bind myself(ourselves), my (our) heirs and legal representatives to WARRANT AND FOREVER DEFEND, all and singular the above described electric utility easement and rights unto the CITY OF FREDERICKSBURG, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this	day of	, 20
THE STATE OF TEXAS)(
COUNTY OF GILLESPIE)(
This instrument was	acknowledged before me o	n this theday of
	, 20, by	

Notary Public in and for the State of Texas

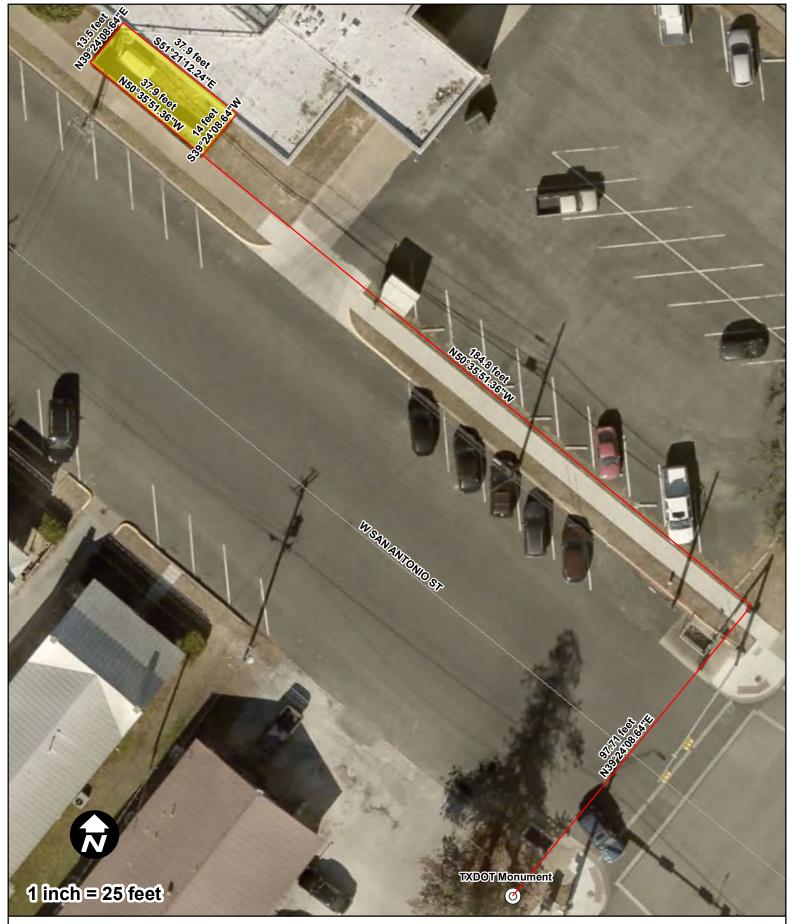




FIGURE 1 City of Fredericksburg San Antonio Street Car Charging Station Easement

Document Path: M:\ArcMap\Engineering_Maps\Engineering_ChargingStationEasement_PortA.mxd

For approximately 0.012 acres or 521.1 square feet of privacy fenced area on the south west wall of the building located at 100 S Nimitz Parkway

BEGINNING at a TXDOT monument found at the Northeast corner of Lot 339 of Block 37 of the Fredericksburg Addition

THENCE N 39° 24' 08.64" E for a distance of 97.71 feet;

THENCE N 50° 35' 51.36" W for a distance of 184.80 feet to the southwest corner of the privacy fenced area;

THENCE N 50° 35′ 51.36″ W for a distance of 37.90 feet along the fence line to the south southwest corner of the privacy fenced area;

THENCE N 39° 24' 08.64" E for a distance of 13.5 feet along the fence line to the northwest corner of privacy fenced area;

THENCE S 51° 21' 12.24" E for a distance of 37.90 feet along the wall of the existing building to the northeast corner of the privacy fenced area;

THENCE S 39° 24' 08.64" W for a distance of 14 feet along the fence line to the southeast corner of the privacy fence area, containing approximately 0.012 acres or 521.1 square feet of land.



RESOLUTION No

WHEREAS, the Commissioners Court of Gillespie County has designated a metal recycling bin at the County Yard for the collection of metal waste items that are no longer functional or repairable due to wear and damage; and

WHEREAS, the Commissioners Court of Gillespie County finds that said metal waste items are items routinely discarded as waste; and

WHEREAS, the collection of said metal waste items in the bin is to properly dispose of such waste through a metal recycler, thereby preventing recyclable metal waste from being disposed of in a landfill.

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

Section 1. That any of the following metal waste items <u>that are no longer functional or repairable</u> <u>due to wear and damage, and are routinely discarded as waste</u>, shall be placed into the designated metal recycling bin at the County Yard with the approval of the County Facility Maintenance Supervisor, the County Mechanic Supervisor, the Yard Maintenance Technician, or any of the Precinct Road & Bridge Foreman:

- Used brake rotors
- Used brake pads
- Used or broken motor vehicle parts or equipment parts
- Worn out teeth / cutting edges
- Destroyed or damaged beyond repair cattle guard wings
- Broken or rusted out pipes from cattle guards
- Cattle guards that are beyond repair
- Bent or faded road signs
- Bent or damaged road sign posts
- Used steel furniture (e.g. chairs, desks, shelving)
- Used water heaters
- Used HVAC units or parts
- Miscellaneous used steel equipment & parts

Section 2. That when the designated metal recycling bin at the County Yard is full, the collected metal waste will be sent to a metal recycler for disposal, and any proceeds that may be generated

Page 1 of 2

from recycling the waste shall be remitted to the County Treasurer for deposit into the County's General Fund.

Passed and Approved this 27th day of March , 2023.

Daniel Jones, County Judge

Charles Olfers, Commissioner Precinct 1

In WH

Dennis Neffendorf, Commissioner Precinct 3

Keith Kramer, Commissioner Precinct 2

Don Weinheimer, Commissioner Precinct 4

Attest:

Lindsey Brown, County Clerk

Page 2 of 2





COMMERCIAL ACCOUNT RIGHT OF ENTRY AGREEMENT

This Commercial Account Right of Entry Agreement ("Agreement") is by and between **Gillespie County Comissioners**, ("Owner"), with a mailing address of 101 West Main St #9 aFredericksburg, TX 78624, and owning real estate located at **1906 N Llano St Fredericksburg, TX, 78624** ("Premises"), and **Charter Communications Operating, LLC**, on behalf of itself and its affiliates (collectively, "Charter"), with a mailing address of 12405 Powerscourt Drive, St. Louis, MO 63131, Attn: Commercial Contracts Management. This Agreement commences on the later of the execution dates set forth below ("Effective Date"). Charter and Owner may individually be referred to as a "Party" or collectively as the "Parties".

1. RIGHT OF ENTRY AND EQUIPMENT.

- a. In consideration of the mutual benefits and obligations set forth herein, Owner hereby grants to Charter and its authorized agents a non-exclusive right of entry to the Premises and those buildings of Owner located on the Premises (including building roof top(s)) ("Buildings") for the installation, maintenance, and removal of any equipment, facilities and other communications accessories (collectively, "Equipment") to provide any of Charter's services ("Services") to any customers who can receive Services by such Equipment. Owner also hereby authorizes Charter to utilize those conduits and ducts of Owner that Owner may designate as available for Charter's use (collectively "Conduit").
- b. The rights herein granted to Charter include use of available power at the Premises, together with the right to access and use all risers in the Buildings, Building utility entrance facilities, utility closets in the Buildings, and other areas on the Premises and Buildings as is reasonably required for the purpose set forth herein.
- c. Charter shall, at its sole cost, install the Equipment in accordance with generally accepted industry standards, applicable laws and regulations. Charter shall secure all permits necessary for the installation, maintenance, or removal of the Equipment. The Equipment is not a fixture of the Premises. If requested by Owner, Charter shall provide to Owner the proposed route for installation of Equipment on the Premises.
- d. Charter shall at its sole expense, repair and restore all physical damage to portions of the Premises damaged by Charter to its condition existing immediately prior to such damage, normal wear and tear excepted.
- 2. OWNER REPRESENTATIONS. Owner affirms that it is the legal owner of the Premises, the Building(s) and Conduit (if applicable), and confirms that Charter will be granted all rights under this Agreement. Owner recognizes Charter's right to have exclusive control over its Equipment, and Owner will not attach to or use, and will not knowingly allow a third party to attach to or use, Charter's Equipment for any purpose without Charter's prior written consent.
- 3. **PUBLIC UTILITIES**. Charter will contact and coordinate with local agencies to physically mark the location of all public utility lines (including, but not limited to, water, electric, phone and sewer lines) that are located in areas in which Charter intends to install the Equipment. Owner shall not interfere with the markings designating such locations until installation is complete. Charter shall be responsible for any damage to public utility lines on the Premises to the extent such damage arises from Charter's installation activities.
- 4. PRIVATE UNDERGROUND LINES. If Owner has private underground lines at the Premises that could impact Charter's installation of Equipment, including, but not limited to, sprinklers, sprinkler heads, drains, cables, pipes and wires (collectively, "Impacted Private Lines"), then both Parties (provided that Owner has knowledge of the location of Impacted Private Lines) shall, in advance of any underground construction performed by Charter, work together to research the existence of all Impacted Private Lines ("Joint Effort"). In order to facilitate the Joint Effort, Owner's authorized representative information is provided below. (Please print clearly)

Name:	 -
Address and/or email:_	

Phone:_

The Parties will then determine whether to locate and mark Impacted Private Lines, including, but not limited to, the methods and arrangements, and if deemed by the Parties necessary to do so, a qualified Charter contractor shall locate (including verification of) and mark all Impacted Private Lines to the extent required by Charter. Once the Impacted Private Lines have been located and marked, if Charter damages any Impacted Private Lines in the location in which Charter installs any Equipment, and only to the extent such damage(s) arise from Charter's Equipment installation activities, then Charter shall promptly repair such damage(s) to Owner's reasonable satisfaction, after receipt of written notice from Owner describing the scope and extent of such damage(s), which written notice, if needed, shall be provided to Charter no later than thirty (30) days after Charter's initial installation of Equipment.

5. **TERM.** The term of this Agreement commences on the Effective Date and shall remain in full force and effect until the later of: (i) the date that is 5 years after the Effective Date, or (ii) the date that is 6 months after the date that Charter is no longer providing Services to any customer on the Premises (the "Term"). Should any customer on the Premises request Services during such 6-

Spectrum

month period, the Agreement shall continue until it expires or is terminated in accordance with the terms of this Agreement. Charter may, within 90 days after the expiration or termination of this Agreement, elect to remove Charter's Equipment or abandon in-place all or certain portions of Charter's Equipment at the Premises which, upon abandonment, shall be deemed the property of the Owner, with lien free title thereto passing immediately to Owner at no cost to Owner.

- 6. ASSIGNMENT. This Agreement may be freely assigned by either Party, provided that the assignee agrees in writing to assume all of the obligations of assignor hereunder, and be bound by all of the terms and conditions of this Agreement. Notwithstanding anything to the contrary herein, either Party shall be obligated to assign this Agreement to a successor in interest in the event of a change of control resulting from a merger, sale of stock or sale of all or substantially all of the assets of the Party relating to the Services or applicable Buildings. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors, legal representatives and assigns.
- 7. LIMITATION OF LIABILITY. CHARTER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL CHARTER OR OWNER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, RELIANCE OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF.
- 8. INDEMNIFICATION. Charter agrees to indemnify, defend and hold Owner harmless from and against any and all damages, liabilities, penalties, fines, costs and expenses (including reasonable attorneys' fees) arising from third party claims for bodily injury, including death, to persons or damage to tangible property caused by or resulting from Charter's acts or omissions in the performance of any work, maintenance or operation of its Equipment, except to the extent caused by the negligence or willful misconduct of Owner, for which Owner shall remain responsible.
- 9. INSURANCE. Charter shall maintain, at Charter's sole cost and expense, (i) commercial general liability insurance including Property Damage, Bodily Injury and contractual liability insurance subject to standard insurance carrier exclusions, in the amount of \$2,000,000 each occurrence covering (a) to the extent caused by acts of Charter, damages to the Premises and (b) the operations of Charter at the Premises, (ii) Auto Liability, including Bodily Injury and property damage in the amount of \$1,000,000 each accident, and (iii) worker's compensation insurance to comply with the applicable laws of the State the Premises is located in.
- 10. JURY TRIAL WAIVER. UNLESS PROHIBITED BY APPLICABLE LAW, EACH PARTY HEREBY WAIVES ITS RIGHT, IF ANY, TO TRIAL BY JURY.
- 11. ENTIRE AGREEMENT; AMENDMENTS. This Agreement constitutes the entire agreement between the Parties with respect to, and supersedes all prior agreements, promises and understandings, whether oral or written, with respect to, the subject matter contained herein. This Agreement shall not be modified except by a written document signed by both Parties.
- **12. SEVERABILITY.** If any term or provision of this Agreement is determined to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable term or provision had not been contained herein.
- 13. NO WAIVER. To be effective, all waivers under this Agreement must be in writing and signed by the Party making such waiver.
- 14. AUTHORIZED SIGNATORY. If the Owner is not executing this Agreement, the person executing on behalf of Owner represents that the undersigned is Owner's authorized agent and has full authority to bind Owner to this Agreement.
- **15. COUNTERPARTS AND ELECTRONIC SIGNATURES.** This Agreement may be signed in several counterparts, which may be transmitted electronically, each of which will be fully effective as an original and all of which together constitute one and the same instrument.

This Agreement shall be governed by the laws of the State where the Premises is located.

CHARTER COMMUNICATIONS OPERATING, LLC

By: Charter Communications, Inc., its Manager

OWNER OR ITS AUTHORIZED AGENT: Gillespie County Comissioners

By:	By:
(Signature)	Dan Separty Brinted Name:
Title: Director, Enterprise Service Delivery	Title:
Date:	Date:

CONFIDENTIAL

PROPERTY FRAUD LERT





Gillespie County, TX County Clerk

Property Fraud Alert Description:

Fidlar Technologies (Fidlar) Property Fraud Alert (PFA) service is designed to monitor, identify and notify individuals whose name has been indexed from a document recorded in the Gillespie County Clerk's Office. PFA allows subscribers the ability to have their personal/business name monitored within the Gillespie County Clerk's Office in order to track possible fraudulent activity. PFA allows for free subscriptions via the PFA website and is accessed by the potential subscriber. Subscribers will be notified only when the name they have submitted is used in any recording activities within the Gillespie County Clerk's Office. The alert notification methods provided as options to the subscriber (and selected at the time of subscription) are either email or phone.

The attached Addendum A is a listing of the unique features provided by PFA and must be accepted at the time of the signing of this agreement.

Property Fraud Alert Service Terms and Conditions:

Gillespie County agrees to participate in the PFA Service by providing the index data required (at no cost to Fidlar) and permitting the use of this information in order to monitor and identify (via the PFA Service) individuals' identity only for the purpose of possible fraudulent activity. Gillespie County understands that PFA is a service provided by Fidlar in order to offer individual alerts to all participating users. Gillespie County will post index data via a data format mutually agreed upon by Fidlar and Gillespie County to a FTP site, at interval timings under full discretion of the Gillespie County. The data once received by the FTP site will then be processed by the PFA system service which is running on a secured system server behind firewall technology. Fidlar reserves the right to make changes to the PFA service as deemed necessary.

Fidlar agrees NOT to retain subscriber's information beyond time period needed to perform PFA services unless required under another agreement.

Fidlar agrees that it may NOT use or share Gillespie County data in any other way other than the method outlined above for the PFA service, without the express written consent of the Gillespie County.



Fidlar agrees to provide needed hardware, technology and software in order to perform needed search and notification to subscribers.

PFA Termination:

The license granted under this agreement, with regard to the software, may be terminated by Fidlar for material failure of Gillespie County to comply with terms and conditions of this agreement. Within thirty (30) days after Gillespie County has discontinued the use of the License program, or within ten (10) days after FIDLAR has terminated any license. The term of this agreement is one-year (1 year.) If the Gillespie County and Fidlar mutually desire to contract for services beyond the initial oneyear (1 year) term of this agreement, the parties can extend this agreement for a period of one-year or until terminated by either party, whichever comes first.

PFA Service Fees:

One-Time charge for PFA licensing, set-up and collateral materials: \$8,000.00

- Due upon signing
- Annual Maintenance and Support (Fixed for three (3) years): \$2,000.00
 - Due upon live date

Annual support includes the PFA services described herein and in Addendum A.

Annual fee is subject to change based on mutually agreed upon changes/additions/deletions to the PFA service as described in the agreement. Changes/additions/deletions are not guaranteed, but if considered, may result in a proposal for changes in the fee amount.





CLIENT REPRESENTS THAT THIS AGREEMENT HAS BEEN READ AND IS ACCEPTED

County Judge, Gillespie County, TX	FIDLAR
Dated:	Dated:_
Ву:	Ву:

FIDLAR TECHNOLOGIES

By:

Name:_____

Title:_____

PROPERTYFRAUD



Addendum A

PFA Value Provided to Gillespie County, TX County Clerk

- Automatic notification system: Registered constituents receive an email or personal phone call (from Fidlar) each time a document is recorded in their name. The county does not have to worry about cards to mail or address lists to maintain.
- Flexible sign-up processes: Constituents can sign up via the PFA website or for those not comfortable doing so online or for those who do not have access to a computer; sign-up is available by calling the dedicated PFA toll-free number staffed by Fidlar.
- Notifications are sent out upon the recording of **any** document. Deeds are not the only damaging document that can be fraudulently filed. Powers of Attorney, satisfactions, etc., can also lead to fraudulent activity. PFA notifies the subscriber any time any document is recorded in the name registered with Fidlar.
- PFA is an opt-in notification system. Once subscribed, the constituent does not have to check in on a website for notification status. Email notifications are sent within 24 hours of the document being made available to Fidlar or the next business day, should the 24 hour period fall upon a weekend or holiday. Phone notifications are attempted within 48 regular business hours of the document being made available to Fidlar. When calling a subscriber with an alert notification, Fidlar will attempt the call twice (in consecutive days) and leave voicemails. If a return call is not received, Fidlar will make a third attempt one week after the first call was made. If no return call is made after the third attempt, the call will be closed.
- A customized PFA website will be created for the Recorder's office. The Recorder's office will have the right to select up to five (5) graphics to be used on the customized homepage.
- PFA requires no changes to existing recording workflow.
- No training required for county employees.
- PFA provides for customization of the email notification verbiage.
- The custom PFA website for the Recorder's will be managed by Fidlar.
- PFA provides an online administration tool for use within the Recorder's office for the purpose of monitoring subscription levels. Also available via the administration tool is the ability to access the current list of subscribers contact information as well as a list of notification alerts that have been sent.
- The call-center that provides live follow-up to PFA subscribers is fully maintained and staffed by Fidlar. This call-center is staffed from 8:00 5:00 CST and is



housed at our corporate office in Davenport, IA. This call center will handle the following calls \circ Incoming calls from constituents who wish to sign-up but are either hesitant to do so over the Internet or don't have a computer. Typically, this represents a more elderly demographic. \circ Incoming calls from subscribers who have received alerts and have questions. Historically, our attendants are able to answer incoming questions to the subscriber's satisfaction. However, in the event that a question remains that goes beyond our capabilities, it will be forwarded to the county office. \circ Outgoing calls providing alerts. Subscribers have the ability to receive alerts via email or phone. Those that opt to receive alerts via phone receive a call from one of our call center attendants. We will make three outgoing calls (and leave a personal message, if needed) to insure that we have ample opportunity to connect with the subscriber.



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").

Quantity	Description	One-Time Fees
1	Software cost (waived)	(\$15,000)
	Installation services	\$16,560
	First year additional support	\$4,500
1	Project Management	\$1,840
	Total Professional Services Fees	\$22,900

PROFESSIONAL SERVICES

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 <u>jappollo@harriscomputer.com</u>, cc: akeeton@harriscomputer.com.

Acceptance: Gillespie County, TX	Acceptance: Harris Recording Solutions		
BY:	BY:		
PRINTED NAME:	PRINTED NAME:		
TITLE:	TITLE:		
DATE:	DATE:		



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: ______.

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:	BY:
PRINTED NAME:	PRINTED NAME:
TITLE:	TITLE:
DATE:	DATE:

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.





September 22, 2023

CHAIR: The Honorable Sharon Keller Presiding Judge Court of Criminal Appeals

EX OFFICIO MEMBERS: Honorable Sharon Keller Honorable Nathan Hecht Honorable John Whitmire Honorable Brandon Creighton Honorable Joseph "Joe" Moody Honorable Reggie Smith Honorable Sherry Radack Honorable Vivian Torres

MEMBERS APPOINTED BY GOVERNOR: Mr. Alex Bunin Honorable Richard Evans Mr. Jay Cohen Honorable Missy Medary Honorable Valerie Covey

INTERIM-EXECUTIVE DIRECTOR: Scott Ehlers The Honorable Daniel Jones Gillespie County Judge 101 W. Main Street Unit 9 Fredericksburg, TX 78624

Re: FY2024 Formula Grant Request for Applications

Dear Judge Jones:

The Texas Indigent Defense Commission announces the FY2024 Formula Grant Request for Applications (RFA). Applications are due Wednesday, November 15, 2023. The attached packet provides information on what is needed for counties to obtain Formula Grant funds. There are two simple steps to apply for your formula grant:

- 1. Commissioners Court should adopt the attached FY2024 TIDC Formula Grant Resolution.
- 2. Upload the signed resolution on TIDC's grants and reporting website, <u>https://tidc.tamu.edu</u>, confirm contact information for county officials, and click the "submit" button.

Step by step instructions are included in the Request for Applications.

To be eligible, the local administrative judges and chairs of Juvenile Boards should submit their biennial indigent defense plans by November 1, 2023 through our on-line system. TIDC staff will continue to work with counties to ensure that all statutory and required elements are included in each plan if judges make amendments. Also, county financial officers must submit their Indigent Defense Expense Report by November 1, 2023. The reporting manual for county financial officers is available at <u>http://www.tidc.texas.gov/oversight/submit-data-and-reports/</u>. Both requirements are required by Texas Government Code §79.036.

The Commission adopted Texas Administrative Code Chapter 173 in order to implement the grant authority established by the Texas Legislature. These administrative rules and the attached RFA are available at: www.tidc.texas.gov.

Please contact Doriana Torres, Grant Specialist at <u>Grants@tidc.texas.gov</u> or 512-936-6994, if you have any questions about the Formula Grant Program or the application process.

Sincerely,

Sharon Keller Chair, Texas Indigent Defense Commission Presiding Judge, Court of Criminal Appeals

Enclosed: FY2024 Formula Grant RFA FY2024 Formula Grant Resolution

> Texas Indigent Defense Commission 209 West 14th Street, Room 202 · Austin, Texas 78701 512.936.6994 www.tidc.texas.gov



209 West 14th Street, Suite 202 Price Daniel, Sr. Building, Austin, Texas 78701 512-936-6994 www.tidc.texas.gov

FY2024 Formula Grant Program Request for Applications (RFA)

Issued September 2023

Formula Grant Program Overview

The Texas Indigent Defense Commission (Commission) provides financial and technical support to counties to develop and maintain quality, cost-effective indigent defense systems that meet the needs of local communities and the requirements of the Constitution and state law. Formula Grants are awarded to eligible Texas counties to help counties meet constitutional and statutory requirements for indigent defense and to promote compliance with standards adopted by the Commission.

Application Due Date

Formula grant applications for Fiscal Year 2024 must be submitted on-line **by Wednesday, November 15, 2023.** The grant period is October 1, 2023 through September 30, 2024.

Total FY 2024 Formula Grant Amount Budgeted: \$17.5 million

Eligibility for Formula Grants

Only Texas counties may apply. Counties must meet the following requirements:

- 1) Indigent Defense Expenditure Report All counties are statutorily required (Texas Government Code Sec. 79.036 (e)) to submit an Indigent Defense Expenditure Report each year on November 1 in the form and manner prescribed by the Commission. Counties that do not complete the Indigent Defense Expense Report on or before November 1, 2023 may have payments temporarily suspended by Commission staff until the report is submitted and reconciled by staff.
- 2) Indigent Defense Plan Requirements The Local Administrative District Judges, the Local Statutory County Court Judges (or County Judge as applicable) and the Chairman of the Juvenile Board for each county must submit a copy of all formal and informal rules and forms that describe the procedures used in the county to provide indigent defendants with counsel in accordance with the Code of Criminal Procedure (Countywide Plans) to the Commission as required in Government Code §79.036. The Countywide Plans submitted must be in compliance with applicable statutes and rules and must meet the minimum requirements for each plan section as outlined in the Biennial Indigent Defense Countywide Plan Instructions. Plans are due November 1, 2023. Formula grant payments during the year may be withheld until plans are submitted or meet the minimum requirements for each plan section.

- 3) Compliance with Monitoring Reports A county must respond within the required time, take corrective action for findings of non-compliance, and satisfactorily address all recommendations in a Commission fiscal or policy monitoring report. Failure to comply with any of these requirements could result in the Commission imposing a remedy under TAC 173.307 or Texas Government Code §79.037.
- 4) Office of Court Administration Reporting Requirements The applicants' county and district clerks must be in compliance with monthly reporting requirements listed below.
 - a) Texas Judicial Council Monthly Court Activity Reports required by Texas Administrative Code Chapter 171 and Texas Government Code §71.035; and
 - b) Appointments and Fees Monthly Reports required under Chapter 36, Texas Government Code.

Reports for September 2022 through August 2023 are due not later than September 30, 2023 and must be submitted to OCA electronically unless OCA grants a temporary waiver for good cause.

How Formula Grants are Calculated

Every county is eligible to receive a grant of \$15,000 plus its share of the remaining funds budgeted by the Commission for the Formula Grant Program calculated by:

- 50 percent on the County's percent of state population; and
- 50 percent on the County's percent of statewide direct indigent defense expenditures for the previous year (as defined in Title 1, Part 8, Texas Administrative Code Sec. 173.202(1)-(3)):
 - less discretionary funds provided by the Commission for expenditures defined in Title 1, Part 8, Texas Administrative Code Sec. 173.202(1)-(3)
 - less the reimbursed costs of operating a regional program
 - The baseline requirements below do not apply to counties with a 2000 Census population of less than 10,000.

The County shall not receive more in Formula Grant funds than what was actually spent by the county in the prior year.

Baseline — The baseline is the minimum amount counties must spend in indigent defense before they qualify for formula grants. To meet the requirements under Texas Government Code §79.037(d), the Commission has adopted as an expenditure baseline based on each county's FY01 indigent defense expenditures. Attorney fees, investigator expenses, expert witness expenses, and other litigation expenses paid by the county on behalf of indigent criminal defendants / juvenile respondents are allowable expenses. This information remains a static baseline. The baseline requirement does not apply to counties with a 2000 Census population of less than 10,000.

How to Apply for Formula Grant

Applications are submitted online at http://tidc.tamu.edu. All county judges have been assigned a unique username and password. The application requires a commissioner's court resolution to be scanned and e-mailed or uploaded on the application page of the website. The resolution is generated by the on-line system and must be printed from the on-line application page.

If a person other than the recipient of this letter needs to obtain a username and password for the online application system, contact the Public Policy Research Institute (PPRI) at Texas A&M University. PPRI manages the collection, storage and retrieval of data for the Commission. County officials may contact PPRI through e-mail, (indigentdefense@ppri.tamu.edu) or phone (979) 845-6754. PPRI will not provide usernames and passwords over the phone. Individuals using personal e-mail accounts may be asked to provide additional information.

Application Steps

- a. Go to the TIDC Grants and Reporting website (hosted by PPRI) at <u>https://tidc.tamu.edu.</u>
- **b.** Sign in and enter the User ID and Password or contact PPRI (Follow on-line page instructions).
- c. Select "FY2024" and your county in the upper left part of the screen.
- **d.** Select "Apply for Formula Grant" from the column on the left side of the screen.
- e. Review the eligibility requirements. The screen will display the County's compliance status regarding indigent defense plans. Counties that have outstanding requirements will not be able to receive funds until they meet all grant program eligibility requirements. If indigent defense plans are not marked "Complete" counties should still submit the application and then contact the Commission for instructions to resolve plan compliance issues.
- **f.** Identify the individuals in the following grant positions as required in Texas Administrative Code Rule 173.301.
 - i. Authorized official This person must be authorized to apply for, accept, decline, modify, or cancel the grant for the applicant county. A county judge or a designee authorized by the governing body in its resolution may serve as the authorized official
 - ii. Fiscal Officer This person must be the county auditor or county treasurer if the county does not have a county auditor.

Use the "Change" button make changes as needed to officials or contact information.

- **g.** Click the "**Submit**" button at the bottom of the screen. You should be taken to a confirmation page at that point.
- **h.** Maintain confirmation When the system provides a confirmation page to the grant officials confirming that the application has been completed and informing them that the resolution must be adopted by the commissioner's court and then faxed to the Commission. **PLEASE PRINT THE CONFIRMATION PAGE**.
- i. Select the "Resolution" link in the confirmation page to create your county's resolution form.
- **j.** Print or download resolution. The system will allow the user to download a resolution as a Microsoft Word document or provide an opportunity to print the document. Please use the resolution printed from the website. The resolution must be adopted by the commissioners court.
- **k.** Please scan the resolution adopted by commissioners court and then upload it in the application page of the website **on or before Wednesday, November 15, 2022.** Alternatively, you may email the resolution to <u>Grants@tidc.texas.gov</u>.

Contact Doriana Torres, Grants Administrator, <u>Grants@tidc.texas.gov</u> or 512-936-6994 for questions.

Notice of Funding

- Statement of Grant Award Statements of Grant Awards will be prepared as authorized by the Commission. These may include special conditions. The e-mail with the attached Statements of Grant Award will be directed to the official designated in the resolution adopted by the commissioners' court. The County will have thirty days to notify the grant administrator of errors or cancelation after receipt of the award.
- **Special Conditions** The Commission may determine special conditions or authorize staff to apply the conditions on criteria set by the Commission (TAC 173.201). The Commission may develop special conditions that relate to expenditures, compliance with statutory requirements or standards adopted by the Commission.
- **Denial of Grant** Counties not completing the grant application process or those not meeting minimum eligibility requirements will be notified by mail within 30 days following the Commission award meeting.

<u>Use of Funds</u>

Funds must be used to improve indigent defense systems. Attorney fees, investigator expenses, expert witness expenses, and other direct litigation costs that a county spends on behalf of a criminal defendant or juvenile respondent in a criminal matter that has been determined by a court of competent jurisdiction to be indigent are allowable expenses. All funds must be spent in compliance with the following: Texas Administrative Code, Title 1 Administration, Part 8 Texas Judicial Council, Chapter 173 Indigent Defense Grants; and Texas Uniform Grant Management Standards.

Payments

Formula Grant awards over \$25,000 will generally be distributed in four (4) equal quarterly disbursements. Awards less than \$25,000 will be disbursed in a single payment instead of quarterly payments. The award letter will notify the county of the number of payments.

Counties must have met all eligibility, spending, and grant condition requirements before receiving payments. Payments will be made quarterly for most counties. Some counties may have special conditions related to meeting minimum spending requirements. These counties will receive funds only after a supplemental expenditure report establishes that they have spent the predetermined minimum amount stated in the special condition.

No payment shall be made from grant funds to a county until all special conditions have been met unless the special condition adopted by the Commission provides an alternative payment schedule or instructions for payment. Commission staff shall maintain documentation through electronic/paper files or correspondence to the county stating how the special condition was met.

Maintain contact information

All counties must maintain the grant and plan officials contact information on counties' web page set up at http://tidc.tamu.edu. Counties must advise the Commission of changes in the authorized official, program director, financial officer, local administrative district judge, local administrative statutory county judge, chairman of the juvenile board and constitutional county judge by updating this website contact information. This information will be used to provide notices for grant or plan submission information. The Commission staff will use e-mail whenever possible to notify counties of required reports and funding opportunities.

Impact of Multi-year Improvement Regional or Sustainability Grants

Counties that receive Improvement Grants from the Commission are encouraged to continue to apply for the Formula Grant. Such counties may use their formula grant payments to maintain the Improvement Grant program.

Notification of Availability

This FY24 Formula Grant - Request for Applications (RFA) is sent to all 254 Texas Constitutional County Judges. A courtesy notice is sent to all local administrative district judges, local administrative statutory county judges, chairman of juvenile board and each county auditor (or treasurer).

Texas Government Code Sec. 79.037. TECHNICAL SUPPORT; GRANTS.

(a) The commission shall:

(1) provide technical support to:

(A) assist counties in improving their indigent defense systems; and

(B) promote compliance by counties with the requirements of state law relating to indigent defense;(2) to assist counties in providing indigent defense services in the county, distribute in the form of grants any funds appropriated for the purposes of this section; and

(3) monitor each county that receives a grant and enforce compliance by the county with the conditions of the grant, including enforcement by:

- (A) withdrawing grant funds; or
- (B) requiring reimbursement of grant funds by the county.

(b) The commission shall distribute funds as required by Subsection (a)(2) based on a county's compliance with standards adopted by the board and the county's demonstrated commitment to compliance with the requirements of state law relating to indigent defense.

(c) The board shall adopt policies to ensure that funds under Subsection (a)(2) are allocated and distributed to counties in a fair manner.

(d) A county may not reduce the amount of funds provided for indigent defense services in the county because of funds provided by the commission under this section.

Texas Administrative Code Chapter 173

Texas Grant Management Standards (TxGMS)

2024 Gillespie County Resolution Indigent Defense Grant Program

WHEREAS, under the provisions of the Texas Government Code Section 79.037 and Texas Administrative Code Chapter 173, counties are eligible to receive grants from the Texas Indigent Defense Commission to provide improvements in indigent defense services in the county; and

WHEREAS, this grant program will assist the county in the implementation and the improvement of the indigent criminal defense services in this county; and

WHEREAS, Gillespie County Commissioners Court has agreed that in the event of loss or misuse of the funds, Gillespie County Commissioners assures that the funds will be returned in full to the Texas Indigent Defense Commission.

NOW THEREFORE, BE IT RESOLVED and ordered that the County Judge of this county is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Indigent Defense Formula Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that the County Auditor is designated as the Financial Officer for this grant.

Adopted this _____day of _____, 2023.

Daniel Jones County Judge

Attest:

County Clerk



1900 W. Chandler Blvd, Suite 15-118 Chandler, AZ 85224 800-264-9949 #204 (480) 731-3127 #204, Fax (480) 731-3129 www.bmisys.com

Quotation

Date October 12, 2023

Quote # 23101203RMB

Marcie Shnieder Gillespie County Auditor's Office Phone - 830-997-6777

BMI Systems Group is pleased to submit this quotation to your organization. If you wish to invest in the following products please make your PO out to:

BMI Systems Group P.O. Box 6280 Chandler, AZ. 85246-6280

BMI ITEM#	DESCRIPTION	Qtv	/ Unit Price	Extension
GBMIATARSKT	AssetTrak ARS Asset Reconciliation System <u>Itemized Pricing for the Above Kit:</u> Software Application, AssetTrak ARS for Incode10 1yr software support via phone with software upgrades Remote Installation Assistance - AssetTrak ARS Remote Setup/Training – AssetTrak ARS, up to 2 hours Internet – GoToMeeting	1		\$4195.00
GBMIATARSMKT	AssetTrak ARS Software, Additional Desktop License <u>Itemized Pricing for the Above Kit:</u> Software Application, AssetTrak ARS, Multiple Copy 1yr software support via phone with software upgrades Remote Installation Assistance - AssetTrak ARS Note: If using as a shared database (Multi-User), SQL must be installed on a	1 a Ser	\$1995 <u>.</u> 00 ver	\$1995.00
SBMIDATACONV	Services, Create Master File for AssetTrak Import from Customer Data File	1	\$395.00	\$395.00
GBMIRS35ARSKT	RS35 Mobile Scanning Device Kit – AssetTrak ARS <u>Itemized Pricing for the Above MSD Kit</u> : (OS-Android 10) RS35 Mobile Scanning Device, 4G LTE Service - Setup Mobile Scanning Device with correct operational settings Service - Installation - AssetTrak ARS for RS35 MSD Software - MSD Users License for AssetTrak ARS V3 16 GB SD Memory Chip with ATARS program & RS35 settings – Backup Service - Customer Setup and to 1 Hour of remote training – BMI Application USB Communications & Charging Cable with Power Supply 1-yr Depot Warranty, TX all items 4000 MAH Lithium-Ion Battery	ea	\$2195.00	
84 CLRS35CRAD1 89 PFC113075038 89 BNYPH02E4OTT 99 CLBS35WARR3	RS35 Options Single Slot Charging and Communications Cradle with Power Supply for RS35 Carrying Case – (Standard) Mobile Scanning Devices and Accessories Belt Holster - Mobile Scanning Device, RS35 Extended Warranty, Comprehensive, 3-year contract for RS35, battery & cable 3-year service contract for RS35, battery & cable - 4 years Total Coverage	ea ea	\$199.00 \$35.00 \$45.00 \$190.00	
TERMS DELIVERY COMMENTS Michael Briggs, Account Representativ BMI Systems Group	NET 30 DAYS OAC 2 weeks ARO This quotation is valid for up to 30 days from above date and does not include sh applicable taxes. This document is also proprietary to your company and BMI and t this document is not to be discussed with any other parties!	ippin he in	g, handling, formation ai	insurance or nd pricing on

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Gillespie County Facilities 101 W Main Unit #4 Fredericksburg, TX 78624 830-992-2604 Office 830-992-2608 Fax jsandstedt@gillespiecounty.org

10/18/2023

Commissioners,

I received the following quotes for painting Courthouse exterior doors inside and out, 1st floor hallway, stairwells, and courtroom, and basement. I am going with Al Sosa Painting.

Quotes:

Alfonso Sosa Painting - \$15,700.00 JR Painting _ \$16,150.00

Respectfully,

John Sandsteat

John Sandstedt Facilities Manager

PROPOSAL

ALFONSO SOSA 830-928-7055 208 COLLEGE ST. INGRAM, TX 78025

DATE: 10.17.2023 PROPOSAL: 32027101

Proposal of work to be performed at:

GILLESPIE COUNTY FACILITIES SUPERVISOR, JOHN SANDSTEDT 101 WEST MAIN ST. FREDERICKSBURG, TX 78624 GILLESPIE COUNTY COURTHOUSE

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Exterior Doors & Railings	1		6,600.0
		Quote Total	\$ 6,600 .0

Terms/ Specifications:

We hereby submit specifications and estimates for:

Exterior Bid – The exterior railings and doors will be painted. All areas to be worked on will be properly prepared before beginning. Steps involved in the process include properly sanding all iron and metal surfaces to remove any paint that is flaking off and to treat any rust that is present prior to applying paint finish. Once all surfaces have been prepared properly, the painting process will begin on the following:

- All exterior wrought iron hand railings, these include the ones located in front of lower level windows on all four sides of the building.
- All metal entrance doors located on all four sides of the building, these will be painted on both the exterior and interior sides.

This final step involves applying at least two coats (to ensure proper coverage) of Direct To Metal Paint (DTM) utilizing the Benjamin Moore Satin Finish Commercial Grade Paint. Original paint color shade will be matched as close as possible.

Note:

We propose hereby to furnish material and to perform the labor necessary – complete in accordance with the above specifications for the total and final sum of \$6,600.00 including labor and all other materials.

ALL MATERIALS SUPPLIED ARE GUARANTEED TO BE AS SPECIFIED, AND THE ABOVE WORK TO BE PERFORMED IN ACCORDANCE WITH THE SPECIFICATIONS SUBMITTED FOR THE ABOVE WORK AND COMPLETED IN A SUBSTANTIAL WORKMANLIKE MANNER.

RESPECTFULLY,

Alfonso Sosa

PROPOSAL

ALFONSO SOSA 830-928-7055 208 COLLEGE ST. INGRAM, TX 78025

DATE: 10.16.2023

PROPOSAL: 32026101

Proposal of work to be performed at:

GILLESPIE COUNTY FACILITIES SUPERVISOR, JOHN SANDSTEDT 101 WEST MAIN ST. FREDERICKSBURG, TX 78624 GILLESPIE COUNTY COURTHOUSE

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Interior Paint on 1st Floor Basement & Courtroom	1		9,100.0
		Quote Total	\$ 9,100 .0

Terms/ Specifications:

We hereby submit specifications and estimates for:

Interior Paint - Work will be done on the interior of the 1st floor basement and courtroom. All areas will be properly prepared before beginning. Once all areas have been prepped the painting process will begin on the interior ceilings and walls on the basement level hallway, first floor hallway, and court room ceilings and walls. All walls will be properly cleaned and scrubbed as deemed necessary, to remove any stains or dust that is present prior to applying the final finishing coats. Two coats of paint will be applied to ensure proper coverage. Benjamin Moore Interior Paint will be utilized in a Satin finish. This paint is recommended best for commercial, high traffic surfaces.

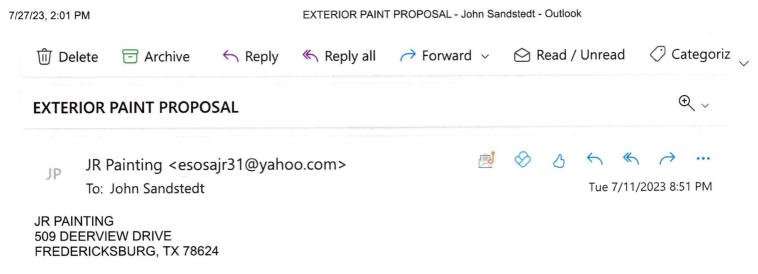
Note:

We propose hereby to furnish material and to perform the labor necessary – complete in accordance with the above specifications for the total and final sum of \$9,100.00 including labor and all other materials.

ALL MATERIALS SUPPLIED ARE GUARANTEED TO BE AS SPECIFIED, AND THE ABOVE WORK TO BE PERFORMED IN ACCORDANCE WITH THE SPECIFICATIONS SUBMITTED FOR THE ABOVE WORK AND COMPLETED IN A SUBSTANTIAL WORKMANLIKE MANNER.

RESPECTFULLY,

Alfonso Sosa



DATE: 7/11/2023

NAME: GILLESPIE COUNTY FACILITIES SUPERVISOR, JOHN SANDSTEDT ADDRESS: 101 WEST MAIN STREET GILLESPIE COUNTY COURTHOUSE

DESCRIPTION OF WORK TO BE PERFORMED:

We hereby propose to furnish the materials and labor necessary in accordance with the specifications below:

EXTERIOR BID

Prepare and paint all exterior wrought iron hand railings and the exterior side of all metal entrance doors on all four sides of the building.

Will also include preparing and painting all wrought iron railings located in front of lower level windows on all four sides of the building. Some of these rails are Un sturdy and have rust damage which will be repaired by the facilities team prior to us performing any painting.

Steps involved in the process include properly sanding all iron and metal surfaces to remove any paint that is flaking off and to treat any rust that is present prior to applying paint finish.

After all surfaces have been properly prepared, we will then proceed with the final step which involves applying at least two coats (to ensure proper coverage) of a Direct to Metal Paint (DTM) in a Benjamin Moore Satin Finish Commercial Grade Paint. Will match original paint colors as close as possible.

Total cost for all exterior work, materials and labor included: \$6,950.00.

ALL MATERIALS SUPPLIED BY JR PAINTING ARE GUARANTEED TO BE AS SPECIFIED, AND THE ABOVE WORK TO BE PERFORMED IN ACCORDANCE WITH THE SPECIFICATIONS SUBMITTED FOR THE ABOVE WORK AND TO BE COMPLETED IN A SUBSTANTIAL WORKMANLIKE MANNER.

RESPECTFULLY, JR SOSA OWNER, JR PAINTING jrpaintingfredericksburg.com

← Reply
→ Forward

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	PROPOS	SAL FOR WORK TO	BE PERFORM	MED AT:									

NAME: GILLESPIE COUNTY FACILITIES SUPERVISOR, JOHN SANDSTEDT ADDRESS: 101 WEST MAIN STREET GILLESPIE COUNTY COURTHOUSE

DESCRIPTION OF WORK TO BE PERFORMED:

We hereby propose to furnish the materials and perform the labor necessary in accordance with the specifications below:

INTERIOR PAINT

Paint the interior ceilings and walls on the basement level hallway, first floor hallway and court room ceilings and walls. Will match existing off white creamy color on all areas mentioned above.

All walls will be properly cleaned and scrubbed to remove any stains or dust that is present prior to applying final finish coats.

Interior paint will be Benjamin Moore Satin finish. This paint is recommended for commercial high traffic surfaces. Two coats of paint will be applied to ensure proper coverage.

Total cost for all materials and labor is: \$9,200.00.

ALL MATERIALS SUPPLIED BY JR PAINTING ARE GUARANTEED TO BE AS SPECIFIED, AND THE ABOVE WORK TO BE PERFORMED IN ACCORDANCE WITH THE SPECIFICATIONS SUBMITTED FOR THE ABOVE WORK AND COMPLETED IN A SUBSTANTIAL WORKMANLIKE MANNER.

RESPECTFULLY, JR SOSA OWNER, JR PAINTING jrpaintingfredericksburg.com

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