

AGENDA  
GILLESPIE COUNTY COMMISSIONERS COURT  
REGULAR MEETING  
MONDAY, MARCH 25, 2024  
GILLESPIE COUNTY COURTHOUSE  
FREDERICKSBURG, TEXAS  
9:00 O'CLOCK A.M.

Invocation and Pledge of Allegiance.

1. Call meeting to order.
2. Consent Agenda - routine business items that the Court will act upon collectively in single motion, unless an item is requested to be removed from the Consent Agenda by any member of the Commissioners Court, in which case the removed item will be considered, discussed, and acted upon separately as a regular agenda item.
  - a. Consider approval of Bills & Claims and payments via electronic fund transfers.
  - b. Consider approval of Journal Entries & Budget Amendments (Line Item Transfers).
  - c. Consider approval of payroll claims & related expenses.
  - d. Consider approval of Departmental Reports.
  - e. Consider approval of Fees of Office.
3. Proclamation: Child Abuse Prevention Month.
4. Consider approval of request from Gillespie County Child Services Board for a temporary visual display on County property related to Child Abuse Prevention Month.
5. Discuss and consider approval of request from the Gillespie County Historical Society to include the Pioneer Memorial Library building on the Annual Historic Home Tour on November 23, 2024.
6. Receive and discuss report from the Fredericksburg Chamber of Commerce to update the Commissioners Court on the Chamber's recent activities.

7. Consider award of bid estimate for taxiway pavement rehabilitation project work at the County Airport.
8. Consider award of bid to relocate and extend the fence line at the south end of the County Airport property.
9. Discuss and consider Application and Petition filed by Harper ISD to close, abandon and/or vacate that certain road known as “North School Street”, which is listed as a County road in Precinct 2 in Gillespie County, Texas, and consider setting a public hearing date and/or taking any other appropriate action related to said Application and Petition.
10. Consider the removal of cattle guard in the 3000 - 3100 section of Maner Road. [Notice to the adjacent landowners was mailed on January 10<sup>th</sup>, 2024, the last day to request a public hearing is March 25<sup>th</sup>, 2024, and if approved, removal would occur on or after April 9<sup>th</sup>, 2024]
11. Consider approval of hiring personnel for a Court Administrator Position.
12. Consider approval of hiring personnel for positions in the County Elections Department.
13. Consider approval of hiring personnel for positions in the County Auditor's office.
14. Consider approval of the renewal questionnaires to be submitted for the annual renewal of the County’s liability insurance policies and property insurance policies, and authorization for execution of documents.
15. Consider approval of restoration work to be performed on the Cherry Spring School.
16. Consider approval of restoration work to be performed on the Williams Creek (Albert) School.
17. Consider approval of County Clerk minutes from multiple Commissioners Court meetings.

18. Discuss and consider sending notice of termination of current agreement to contractors providing vending machine services at all County facilities.
19. Discuss and consider soliciting bids or proposals for vending machine services at all County facilities.
20. Consider the approval of the disbursement of Hotel Occupancy Tax (HOT) funds to the 2024 Hotel Occupancy Tax applicants.
21. Consider approval of closure of Zenner Ahrens Road to trucks/trailers traffic on March 27 thru April 5 for construction (Precinct 2).
22. Consider approval of placing a stop sign at the intersection of Live Oak Road and Upper Live Oak Road, Precinct 2, per Texas Transportation Code Sec. 544.003.
23. Consider approval of a variance from the County's Subdivision Regulations requested by Todd Christensen concerning the subdivision of property at 3395 Friedrich Rd, Precinct 2, as follows:
  - a. Allowance to construct an unpaved road instead of a paved road to serve the subdivision [Subdivision Regulation Exhibit J(6)].
24. Discuss the bidding of the annual contracts for "Transportation and Delivery Services (Product from Other Entity)" and take any appropriate action related to same.
25. Consider approval of Lease Amendment No. 5 to extend the lease term with the United States Department of Agriculture (USDA), concerning the lease of office space at the County building located at 1906 N. Llano Street in Fredericksburg.
26. Consider acceptance of grant award and approval of grant agreement with the Texas Comptroller of Public Accounts, for the SB22 Rural Law Enforcement Salary Assistance Program funding for the Sheriff's Office.
27. Consider approval of hiring or transferring personnel for vacant positions in the Sheriff's Office.

28. Consider approval of annual renewal of PowerTime payroll and staffing software subscription for the Sheriff's Office.
29. Consider and discuss with the County Attorney status of pending claims against the County, and take any appropriate action related to same (551.071).
30. Consider the appointment of individuals to fill vacant positions on the Gillespie County Child Services Board (551.074; 551.0745).





# Pavement Rehab (RAMP)



+ Restriping

## Alpha Paving Industries

15 Roundville Ln #100  
Round Rock, TX 78664  
(512) 677-9001

**Prepared By:** Landon Fullerton  
landon@alphapaving.com  
512-423-0987



**Prepared For:**  
Gillespie Air Services  
191 Airport Rd  
Fredericksburg, TX 78624

**Attention:**  
Gillespie Air Services

**Project Address:**  
Gillespie Air Services  
191 Airport Rd  
Fredericksburg, TX 78624

Dear Gillespie Air Services, thank you for the opportunity to provide you with this proposal. We look forward to answering any questions you may have and working with you on this project.

### CRACKFILL

\$5,880.00

*Crackfill up to 7,350 linear feet of transverse and lateral asphalt pavement cracking.*

- This work is performed by cleaning debris and grass from most of the 1/4" width to 1" width transverse and lateral pavement cracks and sealing most (not all) of them.
- Cracks under cars and 'alligatored', 'spider cracked' pavement will not be treated.
- We will only install up to the quantity specified above. If Purchaser requests additional crackfill over the above linear footage, work will be completed and Purchaser agrees to pay Contractor \$.65 per linear foot for additional crackfill.

### PREMIUM PAVEMENT SEALCOAT (TARC P-631)

\$11,907.97

*We will install 57,452 sf of Premium Sealcoat*

- Clean pavement with blowers/brooms and apply 2 coats of Premium Sealcoat.
- Work to be done in (1) PHASE. Each additional phase requested add \$2000.
- All sealcoat wears over time at varying rates depending on usage and traffic.
- Minor wearing / power steering marks can be expected in highest traffic areas

### STRIPING

\$2,363.05

- We will layout and stripe affected yellow lines to existing configuration.
- This will include the yellow lines down the concrete swale between the two Sealcoat Sections.
- This includes 1 mobilization, additional mobilizations will incur a \$1775 charge.
- Excludes power washing or sandblasting of existing paint on curbs or pavement
- Cleaning of the site is not included prior to striping

PROPOSAL TOTAL: \$20,151.02

#### Additional Information:

This project is classified as Tax Exempt. No sales tax will be charged to you upon receipt of a valid Texas Sales and Use Tax Exemption Certificate.

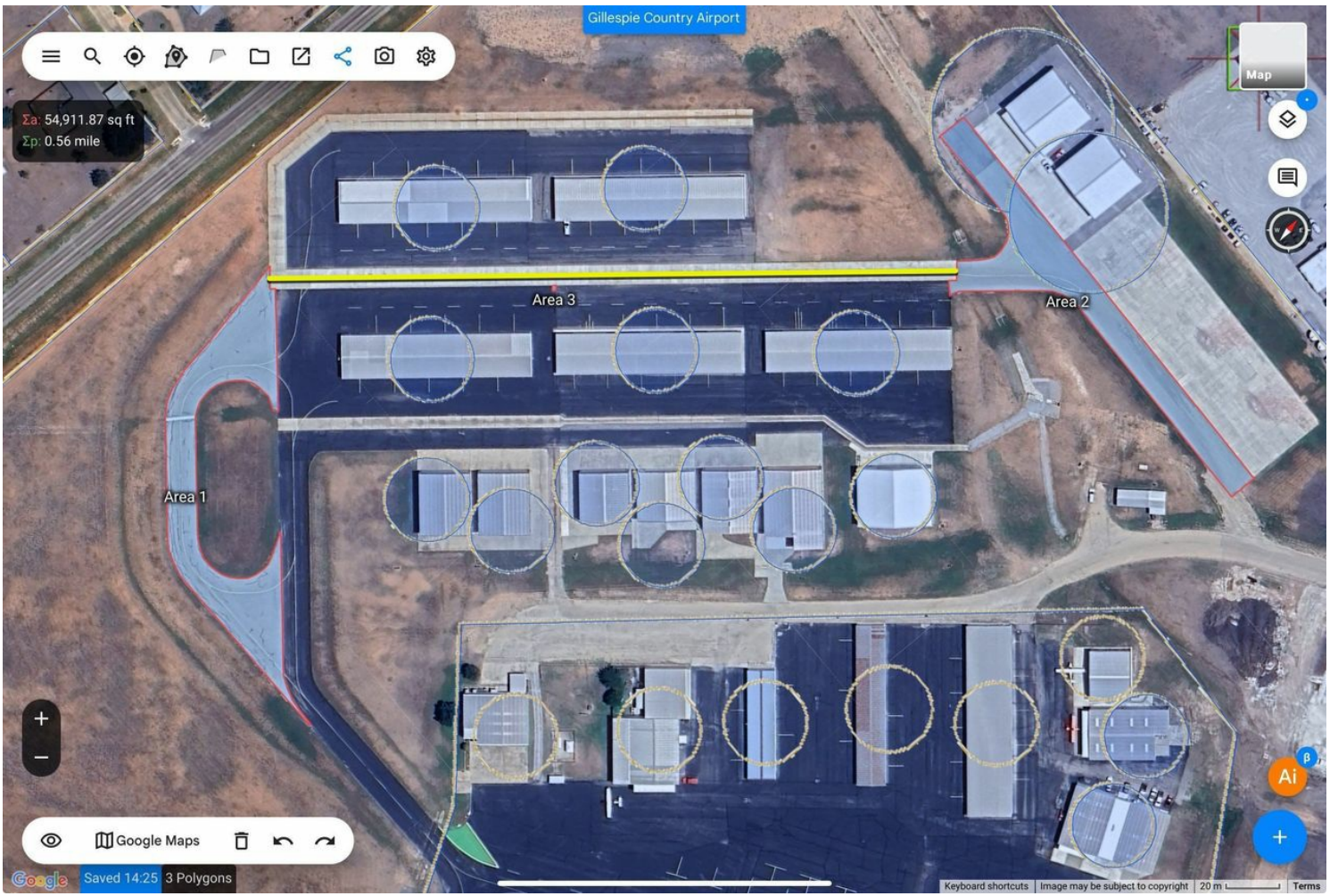
TERMS AND CONDITIONS: Alpha Paving Industries LLC will supply all labor, equipment, and materials for the proposed work unless specified above otherwise. This quote is inclusive and based on Alpha Paving performing all items above. Any deviation from the work described above may require a revised bid. Change orders will only be executed upon written orders. We reserve the right to progress bill for work partially completed. Alpha Paving will carry General Liability and Workman's Compensation Insurance. It is the customer's responsibility to notify Alpha Paving of any utilities buried less than 12 inches deep including private utilities and irrigation. Alpha Paving will not be held liable for any damage to such utilities if not notified prior to start of work. Payment made after specified payment terms could result in late fees, accrued interest, and attorney's fees. Retainage is not to be held unless specified by separate contract. This proposal is valid for 30 days.

PROPOSAL ACCEPTANCE: The above prices, specifications, terms, and conditions are accepted. Payment will be made in full NET 30 DAYS after completion of work unless specified otherwise under a separate written agreement.

I agree to complete a Project Information Form (next page) prior to scheduling of work.

Client Signature: \_\_\_\_\_ Today's date: \_\_\_\_\_





Aerial Map



PO BOX 681  
 INGRAM, TX 78025  
 www.sealcoatspecialists.com

## Estimate

ADDRESS  
 Gillespie County Airport  
 217 Airport Loop  
 Fredericksburg, TX 78624

ESTIMATE 3773  
 DATE 03/04/2024

JOB NAME  
 Gillespie County Airport

	DESCRIPTION	AMOUNT
	This price is for Area #1 (TF Taxiway) on email from Tony on 2/20/24	
Hot Crackfill	Cracksealing - Non-Routering - Clean void of all dirt and debris. - Includes cracks 1/4" - 1" in width, not in alligatored areas of pavement. - Install hot rubberized joint sealer.	9,710.71
Sealcoat	Sealcoat - FAA Coal Tar Sealer Spray/Spray - Pavement will be cleaned of all loose debris prior to seal application (25,228 SF) - Oil spots will be primed prior to sealcoat; however there is no guarantee of sealcoat adhesion to these areas. - Apply two coats of sealer using spray/spray application. - Areas will be barricaded for 24 hours after sealer is applied.	
	This price is for Area #2 (Coffee mug handle) on email from Tony on 2/20/24	
Hot Crackfill	Cracksealing - Non-Routering - Clean void of all dirt and debris. - Includes cracks 1/4" - 1" in width, not in alligatored areas of pavement. - Install hot rubberized joint sealer.	10,386.92
Sealcoat	Sealcoat - FAA Coal Tar Sealer Spray/Spray - Pavement will be cleaned of all loose debris prior to seal application (27,334 SF) - Oil spots will be primed prior to sealcoat; however there is no guarantee of sealcoat adhesion to these areas. - Apply two coats of sealer using spray/spray application. - Areas will be barricaded for 24 hours after sealer is applied.	

Proposal may be withdrawn if not accepted in 90 days.  
 Material draw of 40% may be required prior to the start of the project. If needed, material draw will be deducted from the final billing and remaining balance will be due upon date of completion.  
 By accepting this proposal below, you agree to all terms and work stated above.

SUBTOTAL	20,097.63
TAX	0.00
<b>TOTAL</b>	<b>\$20,097.63</b>

Accepted By

Accepted Date





# Fence Relocation



Home & Ranch Improvements, Inc.

211 Shorty Crenwelge Rd  
Fredericksburg, TX 78624

# Estimate

Date	Estimate #
1/16/2024	4350

Name / Address
Gillespie County Airport Tony Lombardi

P.O.

Item	Description	Cost
Labor	Labor to build 998' of 6 strand barb wire fence *Includes labor to tear down 804' of existing fence and salvage t posts *2 7/8" schedule 40 galvanized pipe posts set 6' deep in concrete (14" diameter post hole) *2 3/8" schedule 40 galvanized pipe line posts every 100'-set 4' deep in concrete (9" diameter post hole) *2 3/8" schedule 40 galvanized pipe bracing welded in between pipe posts *6 1/2' heavy gauge galvanized t-posts every 10' (we will reuse t posts from existing fence) *6-strands Stay Tuff high tensile barb wire *All pipe posts will be capped using pressed steel galvanized pipe caps *All welds will be cleaned and top coated using 90 percent zinc top coating *Includes underground utility line locate *Includes removal and disposal of old fence materials *Includes spreading or hauling off dirt from post holes	7,800.00
Materials	Materials to complete job	2,735.45

Thank you. Please call or e mail with any questions or to be added to the schedule.

**Sales Tax (6.75%)** \$0.00

**Total** \$10,535.45

Phone #	Fax #	E-mail
830-990-1700		homeandranchinc@austin.rr.com



Jakob Crenwolge  
835 Wilhelm Rd  
FBC. TX 78624

## Fence quote

Materials	\$ 3,250.00
Labor	\$ 8,500.00
Total	\$ 11,750.00

**PUBLIC APPLICATION FOR ROAD CHANGE**

**TO: THE COMMISSIONERS COURT OF GILLESPIE COUNTY, TEXAS**

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

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

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

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

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

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

Tina Burthard

Marilyn E. Meier

William Long

Margaret Stevenson

Noel

Angela King

Jackie Jett

Jubie Keith

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

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

Signed this 10<sup>th</sup> day of February, 2024.

Vina Bernhard

Marci E. Meier

William St

Margen Stevenson

Howe

Angie King

Jackie Jett  
Yulio Kiedl

**NOTICE OF POSTING**

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

**LOCATION**

**DATE POSTED**

Gillespie County Courthouse

\_\_\_\_\_

Beginning of \_\_\_\_\_ Road

\_\_\_\_\_

Termination of \_\_\_\_\_ Road

\_\_\_\_\_

Signed this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Name of Commissioner  
Commissioner, Precinct No.2

**NOTICE OF PUBLIC HEARING DATE**

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

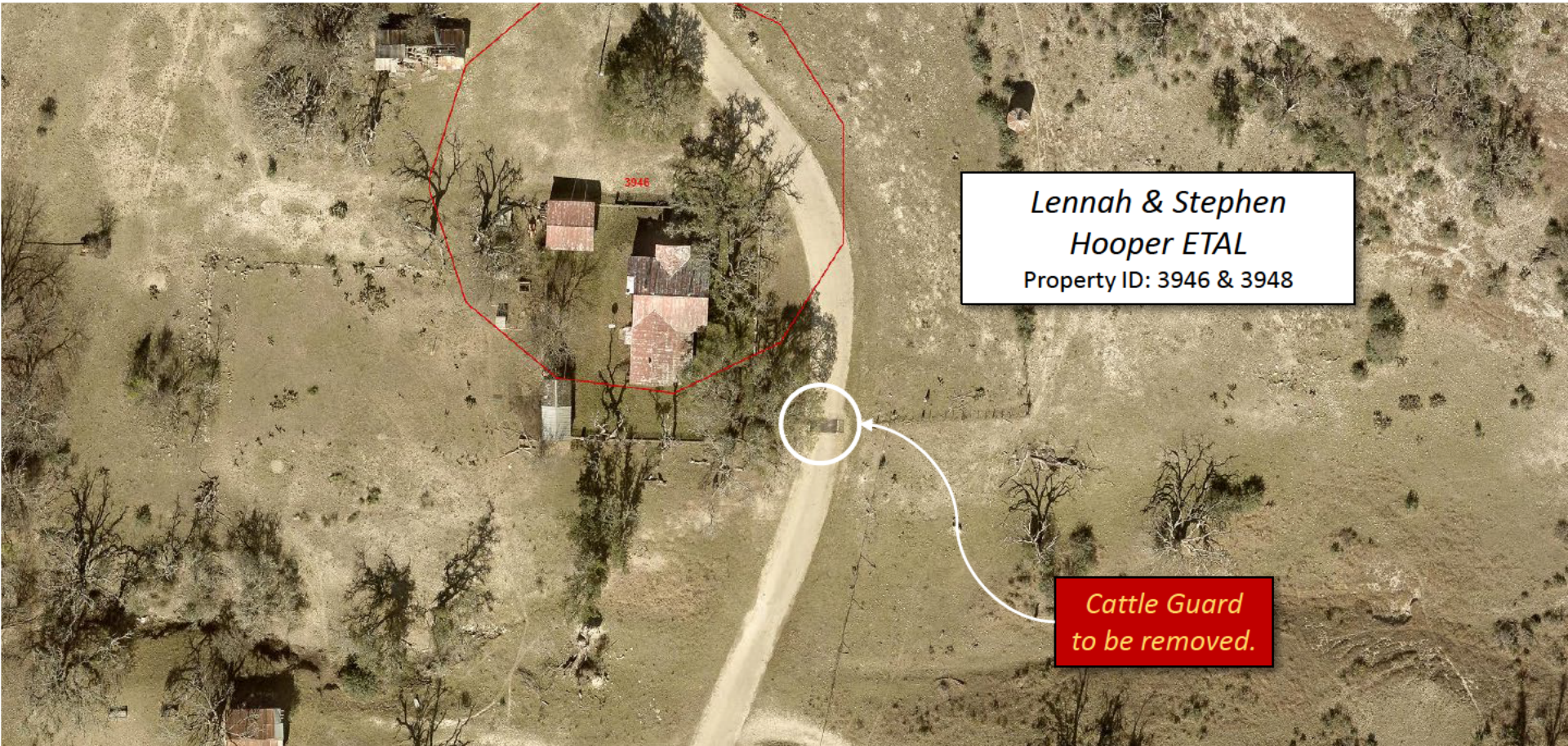
Precinct2, is set for the \_\_\_\_\_ day of \_\_\_\_\_, 2024, at the Gillespie County

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



Cattle Guard removal, 3000 – 3100 section of Maner Road

Adjacent Properties: 1) Lennah & Stephen Hooper ETAL



Lennah & Stephen  
Hooper ETAL  
Property ID: 3946 & 3948

Cattle Guard  
to be removed.

NOTE: Red property lines are from Gillespie CAD and are approximate.



# TEXAS ASSOCIATION *of* COUNTIES

## RISK MANAGEMENT POOL

### Liability Renewal Questionnaire

Member: Gillespie County

Coverage Period: July 1, 2024 through July 1, 2025

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Thank you for participating in the TAC Risk Management Pool's Liability program. As we prepare your renewal, there are a few questions we need you to answer so that we can provide you the most comprehensive and cost effective coverage possible. Pursuant to the Interlocal Participation Agreement, Section 4. Annual Contribution, 4.01 requires that the member timely submit to the Pool documentation necessary for the Pool to properly underwrite the renewal. To ensure that we have up-to-date information, please fill out each page completely and make any changes directly to this document. You can also provide supplemental sheets as necessary. NOTE: Omitted information may result in an exclusion from coverage.

The following coverage is eligible for renewal:

- Auto Liability
- Auto Physical Damage
- General Liability
- Public Officials Liability
- Law Enforcement Liability

Your Vehicle Schedule is attached to this renewal questionnaire. We ask that you review your Vehicle Schedule carefully and report any of the following:

- Sold or totaled vehicles
- Newly purchased or obtained vehicles

We value your membership in the TAC Risk Management Pool and look forward to another successful year! If you have any questions or need help completing the Renewal Questionnaire, please contact your Member Services Representative Sofia Maldonado at 800-456-5974 or [sofiam@county.org](mailto:sofiam@county.org).

#### Pool Coordinator

Our records indicate that the Member has designated the individual below as the Pool Coordinator for this coverage. In accordance with the terms of the Interlocal Participation Agreement, the Pool Coordinator has express authority to represent and to bind the Member, and the Pool will not be required to contact any other individual regarding matters arising from or related to this Agreement. If the Member wishes to change or update the Pool Coordinator information, please make the necessary changes below.

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Pool Coordinator: David Favreau

Email: [dfavreau@gillespiecounty.org](mailto:dfavreau@gillespiecounty.org)

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Phone Number: (830) 307-6192

Fax Number:

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Address: 101 West Main St Rm 102

City, State, Zip: Fredericksburg TX, 78624

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**Liability Renewal Questions**

1. Please update the total number of budgeted Gillespie County employees, including elected officials.

	Total	Airport	Hospital	
Full Time Employees:				Full Time = 35 or more hours per week
Part Time Employees:				Part Time = Less than 35 hours per week
Volunteers:				Volunteer = Actively serving

**Auto Liability**

Current Auto Liability Deductible: \$0

To make changes to your current Auto Liability coverage, please complete the section below:

Coverage	Currently Included	Add to Coverage	Reject from Coverage	Current Limit	Change Limit	Limit Options
Auto Liability	<input checked="" type="checkbox"/>			\$250,000/\$500,000/\$250,000	<input type="checkbox"/>	<input type="checkbox"/> \$100k/\$300k/\$100k <input type="checkbox"/> \$250k/\$500k/\$250k <input type="checkbox"/> \$1,000,000 <input type="checkbox"/> \$2,000,000
Personal Injury Protection		<input type="checkbox"/> Add				
Uninsured / Underinsured Motorist		<input type="checkbox"/> Add				

**Vehicle Schedule Verification**

Yes, I have reviewed Gillespie County's Vehicle Schedule, and made corrections and updates which are incorporated into this Liability Renewal Questionnaire.

**Auto Physical Damage**

Current Auto Physical Damage Collision Deductible: \$1,000  
 Current Auto Physical Damage Comprehensive Deductible: \$1,000

**General Liability**

Current General Liability Deductible: \$0

To make changes to your current General Liability coverage, please complete the section below:

Coverage	Currently Included	Add to Coverage	Reject from Coverage	Current Limit	Change Limit	Limit Options
General Liability	<input checked="" type="checkbox"/>			\$2,000,000	<input type="checkbox"/>	<input type="checkbox"/> \$100k/\$300k/\$100k <input type="checkbox"/> \$250k/\$500k/\$250k <input type="checkbox"/> \$500,000 <input type="checkbox"/> \$1,000,000 <input type="checkbox"/> \$2,000,000
Unmanned Aircraft		<input type="checkbox"/> Add				

1. How many law enforcement watercrafts under 26 feet, do you own? \_\_\_\_\_

2. If Unmanned Aircraft is selected, please complete the following for each Unmanned Aircraft:

- a. U.A.S./ Drone Model and Value \_\_\_\_\_
- b. Weight in lbs including all attachments \_\_\_\_\_
- c. Year and Serial Number \_\_\_\_\_
- d. Description of use \_\_\_\_\_
- e. Operator Name \_\_\_\_\_
- f. Date of Receipt of FAA COA & Registration Number as applicable \_\_\_\_\_
- g. Total U.A.S./Drone flight hours \_\_\_\_\_
- h. Description of Training Certifications \_\_\_\_\_

3. Does your county own an airport? Yes No

If yes, who operates the airport? \_\_\_\_\_

If the airport is privately operated, the Pool recommends Gillespie County request a currently dated Certificate of Insurance issued by the airport operator’s insurance agent or company that names the County as an Additional Insured and includes the following coverage as applicable:

- General Liability
- Professional Liability (airport facility operations)
- Employment Practices Liability
- Property (if the County owns the building)



**Public Officials Liability**

Current Public Officials Liability Deductible: \$5,000

To make changes to your current Public Officials coverage, please complete the section below:

Coverage	Currently Included	Add to Coverage	Reject from Coverage	Current Limit	Change Limit	Limit Options
Public Officials Liability	<input checked="" type="checkbox"/>			\$2,000,000	<input type="checkbox"/>	<input type="checkbox"/> \$2,000,000 <input type="checkbox"/> \$3,000,000
District Attorney		<input type="checkbox"/> Add				
District Judge		<input type="checkbox"/> Add				
Back Wages - Optional Increased Limits <small>(included coverage limit is \$50,000/\$100,000)</small>		<input type="checkbox"/> Add			<input type="checkbox"/>	<input type="checkbox"/> \$50,000/\$100,000 <input type="checkbox"/> \$100,000/\$250,000 <input type="checkbox"/> \$250,000/\$500,000 <input type="checkbox"/> \$500,000/\$1,000,000 <input type="checkbox"/> \$1,000,000/\$1,000,000

**Law Enforcement Liability**

Current Law Enforcement Liability Deductible: \$5,000

To make changes to your current Law Enforcement Liability coverage, please complete the section below:

Coverage	Currently Included	Add to Coverage	Reject from Coverage	Current Limit	Change Limit	Limit Options
Law Enforcement Liability	<input checked="" type="checkbox"/>			\$2,000,000	<input type="checkbox"/>	<input type="checkbox"/> \$2,000,000 <input type="checkbox"/> \$3,000,000
District Judge		<input type="checkbox"/> Add				
District Attorney	<input type="checkbox"/>	<input type="checkbox"/> Add	<input type="checkbox"/> Reject			
Unmanned Aircraft		<input type="checkbox"/> Add				

1. Please review the list of law enforcement departments and agencies below and add or delete as appropriate:

*Example: Sheriff's Department, Constables' Offices, Detention Facilities*

Gillespie County Constable's Office  
 Gillespie County Sheriff's Office

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

2. If Unmanned Aircraft is selected, please complete the following for each Unmanned Aircraft:

- a. U.A.S./ Drone Model and Value \_\_\_\_\_
- b. Weight in lbs including all attachments \_\_\_\_\_
- c. Year and Serial Number \_\_\_\_\_
- d. Description of use \_\_\_\_\_
- e. Operator Name \_\_\_\_\_
- f. Date of Receipt of FAA COA & Registration Number as applicable \_\_\_\_\_
- g. Total U.A.S./Drone flight hours \_\_\_\_\_
- h. Description of Training Certifications \_\_\_\_\_

3. Please provide below, the current budgeted number of Law Enforcement personnel for all law enforcement office, department, and agency listed above. If no Juvenile - Class B personnel are reported, coverage will not be provided for these personnel.

NOTE: Full time = 35 or more hours per week. Part Time = Less than 35 hours per week

Actively Engaged		Juvenile		Other		Reserves	
Include: sheriff, deputies, armed investigators, armed bailiffs, constables, jail admins, jailers, other front line personnel		Include: probation officers, detention center guards, boot camp instructors		Include: dispatchers, unarmed prosecutors' investigators, jail nurses, cooks, clerical, unarmed bailiffs, other personnel		Include: all reserve and auxiliary officers and employees	
Class A	Full Time:	Class B	Full Time:	Class C	Full Time:	Class D	Full Time:
	Part Time:		Part Time:		Part Time:		Part Time:

4. Does Gillespie County participate in a Law Enforcement Task Force? Yes No

If yes, do you lead this Task Force? Yes No

Name of Law Enforcement Task Force: \_\_\_\_\_

5. Do you participate in a Mutual Aid Agreement? Yes No

If yes, list name of Mutual Aid Agreement \_\_\_\_\_

6. Is any law enforcement officer, office, department or agency for which coverage is requested under any criminal or administrative investigation? Yes No

If yes, provide details or circumstances which are unprivileged public information.

7. Does Gillespie County own a Jail Facility and/or Detention Facility? Yes No

If yes, who operates the Jail Facility? \_\_\_\_\_

If yes, who operates the Detention Facility? \_\_\_\_\_

If the Jail Facility or Detention Facility is privately operated, the Pool recommends Gillespie County request a currently dated Certificate of Insurance issued by the facility operator's insurance agent or company that names the County as an Additional Insured and includes the following coverage as applicable:

General Liability

Professional Liability

Employment Practices Liability

Property (if the County owns the building)

8. If Gillespie County operates a Jail Facility and/or Detention Facility, please provide a copy of the Certificate of Compliance from the Texas Commissions of Jail Standards.

9. If a copy of the Certificate of Compliance is not held, attach information on actions being taken to bring facility into compliance. NOTE: Failure to provide Certificate of Compliance from the Texas Commissions of Jail Standards may result in the jail being excluded from coverage.

#### Unreported Claims

Are you, or any officer or employee, aware of, or have knowledge of any circumstance, occurrence, fact or event which is likely to be a basis of a claim, either now or in the future? Yes No

If yes, please describe:

Has the situation been reported to TAC Claims Department? Yes No

Acknowledgement and Acceptance

Gillespie County (Member) acknowledges that the information submitted in this questionnaire and Auto Schedule is true and accurate, including all known potential claims. The information submitted may be used by the Pool in processing the renewal and in assessing the coverage needs of Member. The questions posed, or any wording of the questionnaire, should not and may not be relied upon by Member as implying that coverage exists for any particular claim or class of claims. The only coverage provided by the Pool to Member is as described in the applicable Coverage Document, including any endorsements and the Contribution and Coverage Declaration, issued to a covered Member.

Member acknowledges and agrees that vehicles not listed on the attached vehicle schedule, and/or additionally identified by Member as an update to the attached vehicle schedule, will not be provided coverage during the Coverage Period.

If Member makes no changes, the Pool will assume Member is requesting renewal for the same Liability Coverage as in the previous applicable Coverage Period. Member understands that any failure to fully and accurately answer the questionnaire and any attached schedules may result in denial of coverage provided by the Pool. Coverage issued for Public Officials Liability and Law Enforcement Liability will apply on a Claims Made Basis.

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Signature of County Judge or presiding official of the Political Subdivision

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Date



# TEXAS ASSOCIATION of COUNTIES RISK MANAGEMENT POOL

## Auto Schedule - Proposal

Member: Gillespie County  
 Coverage Period: July 1, 2024 to July 1, 2025

Personal Injury Protection  
 Uninsured / Underinsured Motorist

ID #	Year	Make	Model	VIN #	Inventory #	Cost New	Auto Liability	Auto Physical Damage		POV	EQUIP
								Coll	Comp		
62	2016	CHEVROLET	1500 SILVERADO	3GCPNEH7GG116321		\$24,320	X	X	X		
Department: Airport							Total Number of Vehicles: 1				
121	2022	FORD	F250	1FT7W2A69NEE50073		\$41,580	X	X	X		
Department: All Other Departments							Total Number of Vehicles: 1				
25	2011	OTHER	TOW MASTER UTILITY TRAILER	5HNFS1426B1000199		\$2,025	X	X	X		
126	2022	FORD	F250	1FD7X2A62NEE50084		\$46,171	X	X	X		
129	2022	FORD	F250	1FD7X2A60NEE50083		\$50,400	X	X	X		X
130	2022	FORD	F250	1FD7X2A67NEE50081		\$50,400	X	X	X		X
132	2022	FORD	F250	1FD7X2A69NEE50082		\$50,400	X	X	X		X
Department: Building and Grounds							Total Number of Vehicles: 5				
42	2013	CHEVROLET	TAHOE	1GNLC2E0XDR260665		\$35,626	X	X	X		
Department: Communications							Total Number of Vehicles: 1				
116	2002	CHEVROLET	1500	1GCEC19V62Z270866		\$28,500	X	X	X		
128	2022	FORD	TRANSIT CONNECT	NM0LS7T26N1526015		\$34,876	X	X	X		X
Department: Computer / Information Systems							Total Number of Vehicles: 2				
69	2015	CHEVROLET	TAHOE	1GNLC2EC6FR570129		\$37,723	X	X	X		
Department: County Attorney							Total Number of Vehicles: 1				
92	2015	CHEVROLET	TAHOE	1GNLC2ECXFR571980		\$37,723	X	X	X		
Department: Elections							Total Number of Vehicles: 1				
23	2021	FORD	EXPLORER	1FMSK7BH5MGC39826		\$34,170	X	X	X		
89	2022	GMC	YUKON XL	1GKS1FKD8NR164791		\$55,861	X	X	X		
Department: Extension Office							Total Number of Vehicles: 2				
39	1994	INTERNATIONAL	TANKER TRUCK	1HTSHPCR6RH556867		\$73,000	X	X	X		
64	2009	STERLING	TANKER TRUCK	2FZHCHBS09AAM0836		\$122,752	X	X	X		
73	2006	FORD	BRUSH TRUCK	1FDXF47Y66EB61587		\$110,000	X	X	X		
74	2000	INTERNATIONAL	PUMPER TRUCK	1HTSDADR51H308038		\$220,000	X	X	X		
Department: Fire Department							Total Number of Vehicles: 4				
112	2020	FORD	TRANSIT CONNECT XLT CARGO VAN	NM0LS7F22L1466680		\$32,190	X	X	X		

Department: IT							Total Number of Vehicles: 1			
107	2013	CHEVROLET	TAHOE	1GNLC2E0XDR263162		\$35,626	X	X	X	
Department: Maintenance							Total Number of Vehicles: 1			
115	2002	OTHER	MONGOOSE DUMP TRAILER	5BKUF1226AT409896		\$20,000	X	X	X	
Department: Operations							Total Number of Vehicles: 1			
83	2019	CHEVROLET	TAHOE	1GNLCDEC8KR231216		\$50,193	X	X	X	
Department: Precinct 1, Constable							Total Number of Vehicles: 1			
1	2006	STERLING	DUMP TRUCK	2FZACHDC96AX01330		\$116,000	X	X	X	
14	2021	CHEVROLET	SILVERADO	1GB4YSE78MF174451		\$56,029	X	X	X	
29	2021	OTHER	WESTERN STAR TRUCKS 4700SF	5KKHAVDV3MPMH6964		\$145,000	X	X	X	
30	2008	STERLING	DUMP TRUCK	2FZHAZCVX8AZ99919		\$116,000	X	X	X	
54	2007	CHEVROLET	SILVERADO	1GBJC34D77E171694		\$11,500	X	X	X	
84	2018	PETERBILT	DUMPT TRUCK 337	2NP2HJ8XXJM497659		\$113,545	X	X	X	
90	2002	INTERNATIONAL	4400 WATER TRUCK	1HTMKAAN72H507139		\$31,000	X	X	X	
96	2020	OTHER	WESTERN STAR TRUCKS 4700SF	5KKHAVDV1LPLW7793		\$145,010	X	X	X	
100	2001	OTHER	ECONOLINE EQUIP TRAILER	42EDPKS2711001575		\$13,000	X	X	X	
110	2013	OTHER	WARREN WPD-ES-S12 TRAILER	1W9CA4820DT369004		\$32,931	X	X	X	
114	2015	CHEVROLET	3500 SILVERADO	1GB4CYCGXFF650903		\$39,715	X	X	X	
135	2023	CHEVROLET	SILVERADO 3500	1GC4YSEY5PF168809		\$68,190	X	X	X	
Department: Precinct 1, Road & Bridge							Total Number of Vehicles: 12			
131	2022	FORD	F350	1FD8W3H61NEE50080		\$58,750	X	X	X	X
Department: Precinct 2, Commissioner							Total Number of Vehicles: 1			
79	2019	CHEVROLET	TAHOE	1GNLCDEC3KR231124		\$50,193	X	X	X	
Department: Precinct 2, Constable							Total Number of Vehicles: 1			
15	2009	STERLING	DUMP TRUCK	2FZHAZCV29AAM2284		\$116,000	X	X	X	
16	2000	OTHER	TEXAS BRAGG PIPE TRAILER	17XFP2025Y1007145		\$25,000	X	X	X	
26	2006	INTERNATIONAL	4300 BUCKET TRUCK	1HTMMAAN96H262800		\$30,189	X	X	X	
34	2006	GMC	DUMP TRUCK	1GDP8C1C66F412345		\$116,000	X	X	X	
46	1994	GMC	WATER TRUCK	1GDM7H1J6RJ503859		\$66,500	X	X	X	
49	2007	OTHER	EAGER BEAVER FLATBED TRAILER	112HAX3567L072963		\$26,000	X	X	X	
63	2021	OTHER	WESTERN STAR TRUCKS 4700SF	5KKA AVFE6MPMH7458		\$145,000	X	X	X	
68	2005	GMC	DUMP TRUCK	1GDP8C1C35F524504		\$116,000	X	X	X	
94	2014	FORD	F350	1FD7W3F62EEA86492		\$37,723	X	X	X	
102	2015	FORD	F750	3FRXF7FC2FV727084		\$73,055	X	X	X	
Department: Precinct 2, Road & Bridge							Total Number of Vehicles: 10			
20	2018	DODGE	DURANGO	1C4SDHFT4JC345173		\$50,310	X	X	X	
141	2023	CHEVROLET	TAHOE	1GNSCLED3PR472624	457	\$57,852	X	X	X	X
Department: Precinct 3, Constable							Total Number of Vehicles: 2			
12	2020	FORD	F-250	1FD7W2B67LEC62949		\$52,553	X	X	X	

ID #	Year	Make	Model	VIN #	Inventory #	Cost New	Auto Liability	Auto Physical Damage		POV	EQUIP
								Coll	Comp		
21	2010	OTHER	WESTERN STAR TRUCKS DUMP TRUCK	5KKHALCV5APAV0248		\$116,000	X	X	X		
52	2018	PETERBILT	DUMP TRK 337	2NP2HJ8X8JM497658		\$113,545	X	X	X		
57	1999	FORD	F350	1FDSW34L1XE53179		\$28,500	X	X	X		
80	2004	OTHER	TRAIL KING TRAILER	1TKC028374M046939		\$25,000	X	X	X		
82	2009	STERLING	DUMP TRUCK	2FZAAZCV49AAM2286		\$116,000	X	X	X		
101	2009	CHEVROLET	SILVERADO	1GBHC73K89F162263		\$28,500	X	X	X		
105	2002	INTERNATIONAL	4400 WATER TRUCK	1HTMKAAN32H532961		\$31,000	X	X	X		
109	1981	OTHER	16' FLATBED TRLR	445		\$25,000	X	X	X		
111	2014	FORD	F350	1FD7W3F69EEA86490		\$37,723	X	X	X		
134	2023	MACK	MD74	1M2MDBAB4PS072301		\$109,197	X	X	X		
139	2022	OTHER	LOAD TRAIL DUMP TRAILER	4ZEDT1627N1271500		\$17,816	X	X	X		
Department: Precinct 3, Road & Bridge							Total Number of Vehicles: 12				
108	2016	CHEVROLET	TAHOE	1GNLCDEC2GR118174		\$40,867	X	X	X		
Department: Precinct 4, Constable							Total Number of Vehicles: 1				
2	2018	PETERBILT	DUMP TRK 337	2NP2HJ8X6JM497660		\$113,545	X	X	X		
19	2003	GMC	DUMP TRUCK	1GDP8J1C03F513428		\$116,000	X	X	X		
28	2020	OTHER	T800 DC DUMP TRUCK	3BKDL40XLF410149		\$150,544	X	X	X		
48	2000	INTERNATIONAL	4700 WATER TRUCK	1HTSCABP7YH259827		\$114,000	X	X	X		
56	2013	FORD	F750	3FRXF7FJ1DV762484		\$77,688	X	X	X		
60	2021	OTHER	TIGER TRAILERS	5UTGN2625MM020800		\$8,650	X	X	X		
65	2019	FORD	F250	1FT7W2B64KED38677		\$42,240	X	X	X		
91	1998	GMC	DUMP TRUCK	1GDP7H1C4WJ512151		\$116,000	X	X	X		
93	2005	FORD	F750 BUCKETTRUCK	3FRXF76S65V109028		\$28,686	X	X	X		
113	1992	OTHER	TWO WHEEL FUEL TRAILER	3411		\$1,000	X	X	X		
127	2022	FORD	F350	1FD8W3DT1NEE50074		\$68,126	X	X	X		X
Department: Precinct 4, Road & Bridge							Total Number of Vehicles: 11				
35	2018	OTHER	KALYN SIEBERT TRAILER	5DDKM5336J1008790		\$84,855	X	X	X		
36	2008	STERLING	DUMP TRUCK	2FZHAZCV08AZ80649		\$116,000	X	X	X		
37	2019	OTHER	AMERITRAIL BUMPER EQUIP HAULER	17YBA2029KB071332		\$7,395	X	X	X		
38	2018	OTHER	TIGER TRAILER	5UTBU141XJM011071		\$1,320	X	X	X		
41	2008	PETERBILT	TRUCK	1XPVD09X58N756351		\$25,000	X	X	X		
86	2019	FREIGHTLINER	TRUCK TRACTOR	3ALACXFC2KDKD5614		\$196,296	X	X	X		
Department: Road & Bridge							Total Number of Vehicles: 6				
33	2017	CHEVROLET	TAHOE	1GNLCDEC5HR207237		\$41,920	X	X	X		
133	2023	CHEVROLET	SILVERADO	3GCUAED3PG184105		\$42,552	X	X	X		
Department: Sanitation							Total Number of Vehicles: 2				



ID #	Year	Make	Model	VIN #	Inventory #	Cost New	Auto Liability	Auto Physical Damage		POV	EQUIP
								Coll	Comp		
3	2013	KIA	OPTIMA	5XXGR4A63DG172543		\$8,000	X	X	X		
4	2011	CHEVROLET	TAHOE	1GNLC2E09BR236211		\$33,792	X	X	X		
6	2021	CHEVROLET	TAHOE	1GNSCLEDXMR284355		\$45,000	X	X	X		
7	2011	CHEVROLET	TAHOE	1GNLC2E0XBR236041		\$28,957	X	X	X		
8	2018	CHEVROLET	TAHOE	1GNLCDEC9JR282612		\$38,000	X	X	X		
9	2019	CHEVROLET	TAHOE	1GNLCDEC9KR268193		\$44,729	X	X	X		
13	2021	CHEVROLET	EXPRESS 2500	1GAWGEF7XM1177428		\$38,430	X	X	X		
17	2015	CHEVROLET	TAHOE	1GNLC2EC6FR572303		\$37,723	X	X	X		
18	2021	CHEVROLET	TAHOE	1GNSCLED9MR284024		\$46,270	X	X	X		
22	2015	CHEVROLET	TAHOE	1GNLC2ECXFR574880		\$37,723	X	X	X		
24	2019	CHEVROLET	TAHOE	1GNLCDEC0KR270365		\$44,729	X	X	X		
31	2016	CHEVROLET	TAHOE	1GNLCDEC9GR241874		\$43,055	X	X	X		
40	2020	CHEVROLET	TAHOE	1GNLCDEC9LR226110		\$44,242	X	X	X		
44	2014	CHEVROLET	TAHOE	1GNLC2E07ER187885		\$27,308	X	X	X		
45	2018	CHEVROLET	TAHOE	1GNLCDKC8JR284937		\$41,000	X	X	X		
47	2019	CHEVROLET	TAHOE	1GNLCDEC4KR248322		\$32,860	X	X	X		
50	1999	FORD	F250	1FTNW21F8XEC41871		\$28,500	X	X	X		
53	2020	CHEVROLET	TAHOE	1GNLCDEC6LR226632		\$44,192	X	X	X		
55	2002	OTHER	SAFETY RADAR TRAILER	4NZSM041721001755		\$25,000	X	X	X		
58	1996	OTHER	WELLSCAR TRAILER	1WC200D16T2029553		\$3,000	X	X	X		
59	2016	CHEVROLET	TAHOE	1GNLCDEC0GR240323		\$43,055	X	X	X		
66	2020	CHEVROLET	TAHOE	1GNLCDEC9LR226026		\$44,242	X	X	X		
67	2017	CHEVROLET	TAHOE	1GNLCDEC1HR206778		\$41,920	X	X	X		
70	2020	CHEVROLET	TAHOE	1GNLCDEC3LR226197		\$44,192	X	X	X		
71	2021	CHEVROLET	TAHOE	1GNSCLED3MR284097		\$46,270	X	X	X		
75	2019	CHEVROLET	TAHOE	1GNLCDEC0KR300657		\$44,729	X	X	X		
76	2010	FORD	F150	1FTFW1EVXAFD25031		\$24,500	X	X	X		
81	2019	CHEVROLET	TAHOE	1GNLCDEC7KR272601		\$44,729	X	X	X		
87	2021	CHEVROLET	TAHOE	1GNSCLED5MR285462		\$45,000	X	X	X		
88	2020	CHEVROLET	TAHOE	1GNLCDECXLR113797		\$48,125	X	X	X		
95	2000	OTHER	ENNIS EASY TOW 16' FLATBED TRLR	TR205849		\$6,000	X	X	X		
97	2021	CHEVROLET	TAHOE	1GNSCLED6MR284112		\$46,270	X	X	X		
99	2020	CHEVROLET	TAHOE	1GNLCDEC1LR226280		\$44,242	X	X	X		
104	2018	CHEVROLET	TAHOE	1GNLCDKC3JR285039		\$41,000	X	X	X		
117	2012	CHEVROLET	TAHOE	1GNLC2E09CR235674		\$29,447	X	X	X		
119	2018	CHEVROLET	TAHOE	1GNLCDKC7JR280832		\$41,000	X	X	X		
122	2022	CHEVROLET	TAHOE	1GNSCLED9NR293162		\$38,240	X	X	X		

ID #	Year	Make	Model	VIN #	Inventory #	Cost New	Auto Liability	Auto Physical Damage		POV	EQUIP
								Coll	Comp		
123	2022	CHEVROLET	TAHOE	1GNSCLEDXNR293686		\$38,240	X	X	X		
124	2022	CHEVROLET	TAHOE	1GNSCLED1NR303571		\$38,240	X	X	X		
125	2022	CHEVROLET	TAHOE	1GNSCLED5NR292087		\$38,240	X	X	X		
136	2022	CHEVROLET	TAHOE	1GNSCLED1NR292749		\$63,240	X	X	X		X
137	2022	CHEVROLET	TAHOE	1GNSCLED1NR292684		\$63,240	X	X	X		X
138	2022	CHEVROLET	TAHOE	1GNSCLED1NR292734		\$63,240	X	X	X		X
140	2023	CHEVROLET	TRAVERSE	1GNERGKW5PJ276059		\$38,169	X	X	X		X
Department: Sheriff								Total Number of Vehicles:			44
85	2021	FORD	EXPLORER	1FMSK7BH4MGC40000		\$34,170	X	X	X		
103	2018	CHEVROLET	TRAVERSE	1GNERFKW2JJ171688		\$32,927	X	X	X		
Department: Unassigned Department								Total Number of Vehicles:			2
43	2000	CHEVROLET	SILVERADO	1GCGC24R6YR188251		\$28,500	X	X	X		
78	2018	CHEVROLET	2500	1GB2KUEGXJZ260679		\$63,739	X	X	X		
Department: Vehicle Maintenance								Total Number of Vehicles:			2

Totals	Total Number of Vehicles
Auto Liability	128
Auto Physical Damage, Collision	128
Auto Physical Damage, Comprehensive	128



**Friends of Gillespie County Country Schools  
Restoration and Preservation Project Request Form  
To Be Presented To Gillespie County Commissioners Court**

Name of School CHERRY SPRING

Project REFINISH WOOD FLOOR Date of Project \_\_\_\_\_

Funding source: County HOT funds Yes/No City HOT funds Yes/No

Other grants Yes/No Name Friends Share Net Profit  Other Yes/No

Project  is NOT Restoration / Preservation in nature

Contractor or Individual providing service: ARROW HEAD HOME IMPROVEMENTS

Estimated start date Contractor has not given a date Estimated completion date: To Be Determined when project is started

Estimated cost of project \$ 2,380.00

Narrative of Project: (Brief description) attach photos and copy of bid. *Bid must specifically address cost of labor and cost of materials.*

old carpet will be removed and then Contractor will refinish the original wood floor

Date project submitted to Friends Liaison to Commissioner's Court \_\_\_\_\_

Date project submitted to Gillespie County Commissioner's Court \_\_\_\_\_

Approval Date \_\_\_\_\_ (Need this date before work is started)

*All work done on or to County Owned property shall be approved by the Commissioners Court regardless of funding source. Documentation must be kept in "Friends" files. Failure to comply with this procedure may constitute a breach of the lease agreement held between Friends of Gillespie County Country Schools, each PPC and the County of Gillespie.*

**This form must be filled out and submitted to County Liaison (Patsy Hauptrief, 15768 Ranch Road 1323, Johnson City, TX 78636; 830-685-3078, 903-819-2546 [Patsy@Hauptrief.com](mailto:Patsy@Hauptrief.com)) before starting project.**

ARROWHEAD HOME IMPROVEMENTS

PO BOX 1896  
Fog. TX. 78624

Proposal

0603

4/17/23

CHERRY SPRINGS COMMUNITY CLUB

5973 RR 2323

Fog. TX. 78624

SAME

NATHAN 830-998-0540

REFINISH WOOD FLOORS

Area below for additional description - notes - drawings

SAND & SEAL 570 sq. ft. OF OAK FLOORING.  
THREE COATS CLEAR. NO STAIN  
CARPET & TACK STRIP, REMOVED BY OTHERS

All material is guaranteed to be as specified and the work to be performed in accordance with the plans and specifications submitted by the contractor to be compared to a substantial workmanship standard for the work of *Twenty three hundred eighty and 00/100*

Dollars \$ *2,380.00* ... DUE UPON COMPLETION

Respectfully Submitted

*Nathan*

ARROWHEAD HOME IMPROVEMENTS

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as set out hereafter.

Signature

Date

Signature

**Williams Creek School – Albert Community Club**

Request for approval for interior rock restoration of the school house

3/19/2024

**Project Narrative:**

The interior wall coverings of the rock portion of the Williams Creek School have deteriorated over time. The current plaster wall covering, which was applied over the original rock walls, has started to crack, in some places significantly. See example pictures below of cracked plaster.



The Williams Creek School would like approval to restore the original interior rock walls. They would reflect the period correct interior of the building at the time of construction. The current plaster would be removed, and the interior rock re-pointed. All existing window frames, door jams, and trim will be left in place unless repair is required. The wood floors will be covered with a combination of plywood, carpet and plastic for protection during construction.

See the expected outcome in the pictures below.



**Project Contractor:** Cisneros Masonry

**Project Cost:** Estimated at \$23,000 (\$13,000 in labor and \$10,000 in materials)

**Funding Source:** Cash funds via past private donations

**Project Start date:** To be determined, likely Q2 or Q3 of 2024

**2024 HOTEL OCCUPANCY TAX FUNDS**

	<b>Organization</b>	<b>2024 Amount Requested</b>	<b>2024 Proposed Rewarded</b>	<b>2023 Amount Awarded</b>	<b>Based on Applications - what they want</b>	<b>Estimated people using motels or STR</b>	<b>Average night stay</b>
1	Gillespie County Fair & Festivals Assn., Inc.	\$ 40,000		n/a	Advertising	1,300 to 1,500	2
2	Texas Hill Country Higher Education Development Fnd. dba Hill Country University Center	\$ 10,000		\$ 8,000	Advertising	60	3
3	Fredericksburg Rotary Club Foundation, Inc./Fredericksburg Craft Beer Festival	\$ 10,000		\$ 6,000	Advertising	1,000	1 to 2
4	Friends of Gillespie County Country Schools, Inc.	\$ 28,643		\$ 20,800	Advertising	2,000	1 to 3
5	Admiral Nimitz Foundation	\$ 10,000		\$ 10,000	Advertising	100k to 150k	1 to 2
6	Pedernales Creative Arts Alliance, dba Oktoberfest in Fredericksburg	\$ 10,000		\$ 6,000	Advertising	12,400	1 to 4+
7	Frontier History Company Foundation	\$ 11,900		n/a	Meals, Travel and Ammunition Expense	2,314	3 to 4
8	Stonewall Chamber of Commerce	\$ 30,000		\$ 20,000	Advertising	5,000	2
9	Vereins Quilt Guild of Fredericksburg	\$ 3,000		n/a	Advertising & Program Printing	50	2
10	Pedernales Valley Heritage Foundation	\$ 87,500		n/a	Entire budget	135,000	2.2
11	Fredericksburg Chamber of Commerce Light The Night Parade	\$ 12,000		\$ 9,000	Advertising	4,218	2
12	Fredericksburg Music Club	\$ 5,000		\$ 2,000	Advertising, Signage, & Promotion of Arts	?	?
13	Fredericksburg Chamber of Commerce Food & Wine Festival	\$ 20,000		n/a	Unknown	3,000	2
14	Der Kunstler von Fredericksburg, November Art Show	\$ 2,000		n/a	Advertising	300	2
15	Friends of the Lyndon B. Johnson National Historical Park	\$ 5,000		\$ -	Advertising, Signage	585 to 780	1 to 2
16	Texas Wine Revolution dba Texas Wine Auction	\$ 10,000		n/a	Advertisement, Other	?	1 to 2
17	Tivydale Shooting Club Inc.	\$ 24,269		n/a	Restoration expense	175	1 to 3
18	Fredericksburg Farmers Market	\$ 2,000		\$ 2,000	Advertising	100 to 150	2 to 3

**2024 HOTEL OCCUPANCY TAX FUNDS**

	<b>Organization</b>	<b>2024 Amount Requested</b>	<b>2024 Proposed Rewarded</b>	<b>2023 Amount Awarded</b>	<b>Based on Applications - what they want</b>	<b>Estimated people using motels or STR</b>	<b>Average night stay</b>
19	Der Stadische Friedhof Fredericksburg, Inc. dba Der Stadt Friedhof Cemetery	\$ 55,000		n/a	Headstone, Graves, & Monument Restoration	?	?
20	Heritage School (EISBAHN)	\$ 2,500		\$ 2,500	Advertising	893	1 to 2
21	MOM Center dba Heart of the Hills Resources (Turkey Trot)	\$ 7,500		n/a	Advertising	240	2
22	Former Texas Rangers Foundation	\$ 5,000		n/a	Advertising	250	1 to 2
23	Harper Community Park Association Inc. (Harper Frontier Days)	\$ 5,000		n/a	Advertising	200	2
24	Gillespie County Historical Society & Pioneer Museum	\$ 83,000		\$ 30,000	Exterior prep and painting of 9 historic buildings	12,829	1/2
25	Fredericksburg Theater Company	\$ 15,000		\$ 10,000	Advertising / Marketing	650	1
26	Hill Country Fruit Council	\$ 7,000		\$ 5,000	Advertising	115,000	1 to 5
27	Enchanted Fredericksburg Ranch & Glass Blowing	\$ 9,033		n/a	50% of Event Budget	719 to 2,696	1 to 3
		<b>\$ 510,345</b>	<b>\$ -</b>	<b>\$ 131,300</b>			



DOCUMENT F: REQUEST FOR VARIANCE

PROPOSED DEVELOPMENT NAME Christensen  
GCAD PROPERTY ID(s) 61581  
COMMISSIONER PRECINCT 2 Keith Kramer

TOTAL TRACT SIZE 88.77 AVERAGE LOT SIZE 44.38  
TOTAL NUMBER OF LOTS 2 SMALLEST LOT SIZE 5

REQUESTOR

Name Todd Christensen Email todd.christensen@structuresinc.com  
Company Structures Inc Phone 254-457-0950

DOCUMENT TYPE

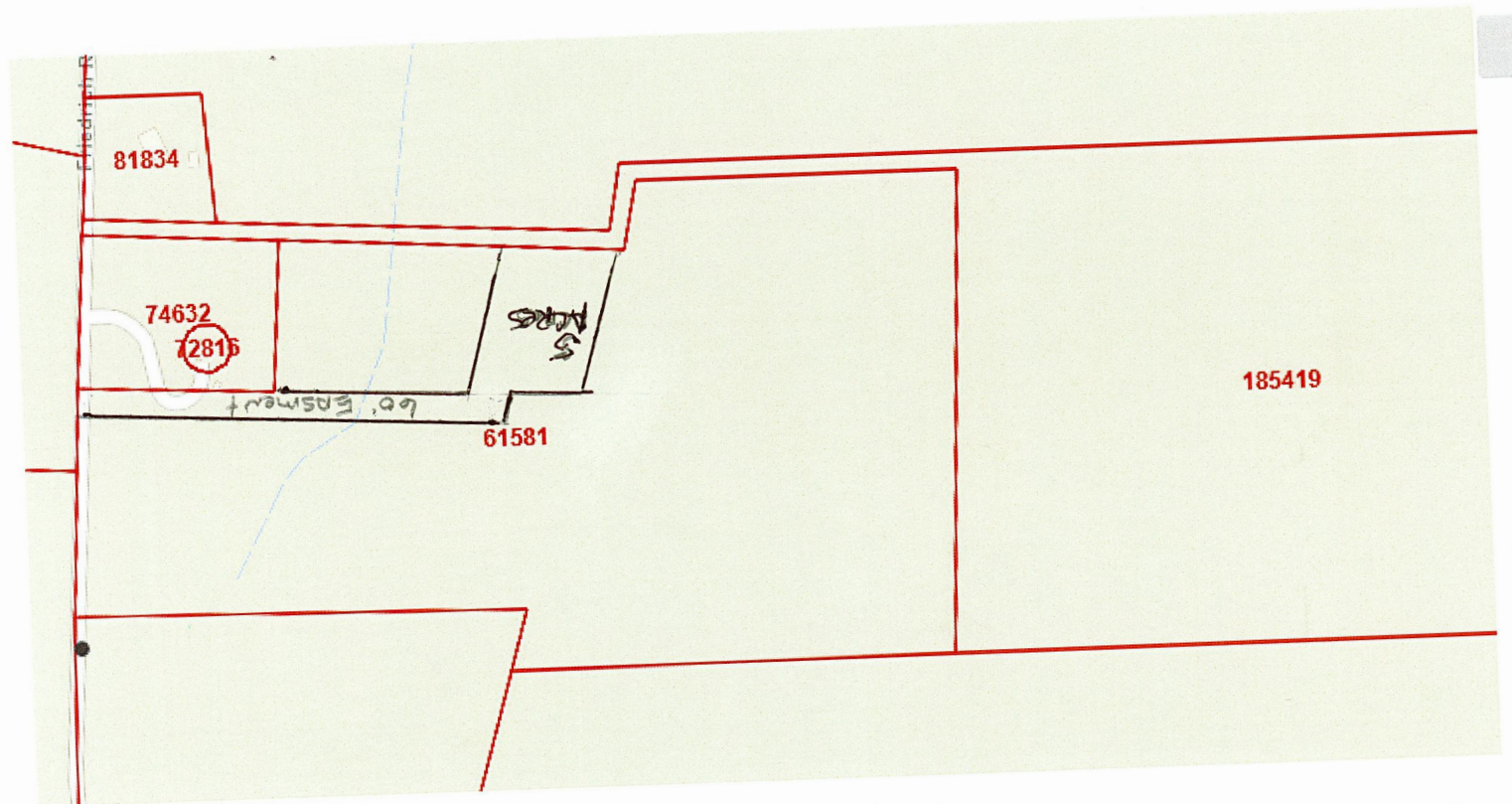
Preliminary Plat  Final Plat  Re-Plat  Amending Plat  Construction Plans  MHRC  
 Other \_\_\_\_\_

REQUESTED VARIANCE

Code Section: Submission Ordinance Exhibit J(4)  
Requirement: Paved Roadway  
Request: Install gravel drive rather than Paved Rd  
Justification: My intention is to purchase a portion of the property for my use, not a development

- \*attach exhibits/photos/evidence to this form as necessary
- \*financial hardship is not a permissible justification
- \*provide a separate form for each variance requested

  
Requestor Signature \_\_\_\_\_ Date 03-12-24



81834

74632

72816

61581

185419

Highway

60' Easement

5' APRS

v



## GILLESPIE COUNTY ENGINEERING DEPARTMENT VARIANCE EVALUATION

**PROJECT:** Subdivision  
Christensen Subdivision

**DEVELOPER:** Todd Christensen (Buyer)  
Carol Rangel (Property Owner)

**DATE:** 3/13/2024

My office received the attached variance request on 3/12/2024. The subdivision includes the division of (1) – 5 acre lot out of a 88.77 acre tract. The Buyer of the 5 acre lot has requested a variance to the road paving requirements described in Exhibit J(6) of the Subdivision Regulations. Based on the request made, the variance only pertains to the paving of the road and does not grant relief from requirements described in Exhibit J or Article 4 of the Subdivision Regulations regarding Road Design and Construction Standards or Platting Requirements.

Exhibit J(7) of the Subdivision Regulations permits unpaved roads in subdivisions where all tracts are 10 acres or larger and no more than 8 tracts use the road for access. This subdivision does not meet the requirements of Exhibit J(7) for an unpaved road; however, my opinion is that it meets the intent of this exception since the road would provide access to a subdivision with a density less than the density allowed by Exhibit J(7).

I suggest approving the variance request under the conditions listed below. These conditions are consistent with the requirements for unpaved roads described in Exhibit J(7).

1. The access is restricted to single family residential use only.
2. All tracts are prohibited from future re-subdivision until the road is paved in accordance with the Subdivision Regulations in effect on the date the lots are proposed to be subdivided.

Please feel free to contact me if you have any questions.

Thanks,

Melissa Eckert, PE, CFM  
Gillespie County Engineer  
830-307-6196  
[meckert@gillespiecounty.org](mailto:meckert@gillespiecounty.org)

<b>UNITED STATES DEPARTMENT OF AGRICULTURE</b>  <b>LEASE AMENDMENT</b>	<b>LEASE AMENDMENT No. 5</b>
	TO LEASE NO. <b>Gillespie County USDA Service Center</b>
ADDRESS OF PREMISES  <b>1906 N. Llano St., Suite 107 Fredericksburg, TX 78624</b>	GREX Delegation Number: DTX04932-003 RPUID: FA.112991 EUID: J1MNHMFD1U91

**THIS AMENDMENT** is made and entered into between **Gillespie County of**

whose address is: **101 W. Main St., Rm 9, Fredericksburg, TX 78624**

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

**WHEREAS**, the parties hereto desire to amend the above Lease to extend lease term.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

1. Effective upon execution by the Government, the lease period of the above-described premises will be extended from **January 1, 2024 through December 31, 2028**.
2. Effective **January 1, 2024**, the Government will pay the Lessor annual rent of **\$68,828.40** payable at the rate of **\$5,735.70\*** per month (representing **\$10.80\*** per square foot for **6,373** rentable square feet of office space) in arrears. (\*Rates may be rounded.)
3. The clauses contained in the attachment "Additional FAR and GSAR Clauses for Lease Extensions and Renewals" are hereby attached to and incorporated into the Lease.
4. The Lessor must have an active/updated registration in the System for Award Management (SAM) System (<https://www.sam.gov>) upon receipt of this Lease Amendment. Registration needs to indicate Purpose as "All Awards" and NAICS Code of "531120". The Government will not process rent payments to Lessors without an active/updated SAM registration.

This Lease Amendment contains 6 pages.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

**FOR THE LESSOR:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Entity Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**FOR THE GOVERNMENT:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Lease Contracting Officer, USDA  
Date: \_\_\_\_\_

**WITNESSED FOR THE LESSOR BY:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## ADDITIONAL FAR AND GSAR CLAUSES FOR LEASE EXTENSIONS

The following clauses are hereby incorporated into the Lease and replace any prior versions of these clauses contained in the Lease or its attachments:

**1) 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)**

*This clause is incorporated by reference.*

**2) 52.204-27 Prohibition on a ByteDance Covered Application (Jun 2023)**

*This clause is incorporated by reference.*

**3) 52.204-30 Federal Acquisition Supply Chain Security Act Orders - Prohibition (Dec 2023)**

(a) *Definitions.* As used in this clause—

*Covered article*, as defined in [41 U.S.C. 4713\(k\)](#), means—

- (1) Information technology, as defined in [40 U.S.C. 11101](#), including cloud computing services of all types;
- (2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 ([47 U.S.C. 153](#));
- (3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see [32 CFR part 2002](#)); or
- (4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

*FASCSCA order* means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSCA) requiring the removal of covered articles from executive agency information systems or the exclusion of one or more named sources or named covered articles from executive agency procurement actions, as described in [41 CFR 201-1.303\(d\)](#) and [\(e\)](#):

- (1) The Secretary of Homeland Security may issue FASCSCA orders applicable to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSCA order may be referred to as a Department of Homeland Security (DHS) FASCSCA order.
- (2) The Secretary of Defense may issue FASCSCA orders applicable to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSCA order may be referred to as a DoD FASCSCA order.
- (3) The Director of National Intelligence (DNI) may issue FASCSCA orders applicable to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSCA order may be referred to as a DNI FASCSCA order.

*Intelligence community*, as defined by [50 U.S.C. 3003\(4\)](#), means the following—

- (1) The Office of the Director of National Intelligence;

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- (2) The Central Intelligence Agency;
- (3) The National Security Agency;
- (4) The Defense Intelligence Agency;
- (5) The National Geospatial-Intelligence Agency;
- (6) The National Reconnaissance Office;
- (7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;
- (8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;
- (9) The Bureau of Intelligence and Research of the Department of State;
- (10) The Office of Intelligence and Analysis of the Department of the Treasury;
- (11) The Office of Intelligence and Analysis of the Department of Homeland Security; or
- (12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

*National security system*, as defined in [44 U.S.C. 3552](#), means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—

- (1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or
- (2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

*Reasonable inquiry* means an inquiry designed to uncover any information in the entity's possession about the identity of any covered articles, or any products or services produced or provided by a source. This applies when the covered article or the source is subject to an applicable FASCSA order. A reasonable inquiry excludes the need to include an internal or third-party audit.

*Sensitive compartmented information* means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

*Sensitive compartmented information system* means a national security system authorized to process or store sensitive compartmented information.

*Source* means a non-Federal supplier, or potential supplier, of products or services, at any tier.

(b) *Prohibition*.

- (1) Unless an applicable waiver has been issued by the issuing official, Contractors shall not provide or use as

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part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA orders as follows:

- (i) For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSA orders apply.
  - (ii) For all other solicitations and contracts DHS FASCSA orders apply.
- (2) The Contractor shall search for the phrase "FASCSA order" in the System for Award Management (SAM) at <https://www.sam.gov> to locate applicable FASCSA orders identified in paragraph (b)(1).
- (3) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resultant contract.
- (4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR [4.2304\(c\)](#)). However, see paragraph (c) of this clause.
- (5)
  - (i) If the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification, then the Contractor shall disclose the following:
    - (A) Name of the product or service provided to the Government;
    - (B) Name of the covered article or source subject to a FASCSA order;
    - (C) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied or supplies the covered article or the product or service to the Offeror;
    - (D) Brand;
    - (E) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);
    - (F) Item description;
    - (G) Reason why the applicable covered article or the product or service is being provided or used;
  - (ii) *Executive agency review of disclosures.* The contracting officer will review disclosures provided in paragraph (b)(5)(i) to determine if any waiver is warranted. A contracting officer may choose not to pursue a waiver for covered articles or sources otherwise covered by a FASCSA order and to instead pursue other appropriate action.

(c) *Notice and reporting requirement.*

- (1) During contract performance, the Contractor shall review *SAM.gov* at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (b) of this clause.
- (2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance.
- (3)
  - (i) The Contractor shall submit a report to the contracting office as identified in paragraph (c)(3)(ii) of this clause, if the Contractor identifies, including through any notification by a subcontractor at any tier,

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that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s) identified in paragraph (b) of this clause, or a new FASCSA order identified in paragraph (c)(2) of this clause. For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.

(ii) If a report is required to be submitted to a contracting office under (c)(3)(i) of this clause, the Contractor shall submit the report as follows:

(A) If a Department of Defense contracting office, the Contractor shall report to the website at <https://dibnet.dod.mil>.

(B) For all other contracting offices, the Contractor shall report to the Contracting Officer.

(4) The Contractor shall report the following information for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order, pursuant to paragraph (c)(3)(i) of this clause:

(i) Within 3 business days from the date of such identification or notification:

(A) Contract number;

(B) Order number(s), if applicable;

(C) Name of the product or service provided to the Government or used during performance of the contract;

(D) Name of the covered article or source subject to a FASCSA order;

(E) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Contractor;

(F) Brand;

(G) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(H) Item description; and

(I) Any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (c)(4)(i) of this clause:

(A) Any further available information about mitigation actions undertaken or recommended.

(B) In addition, the Contractor shall describe the efforts it undertook to prevent submission or use of the covered article or the product or service produced or provided by a source subject to an applicable FASCSA order, and any additional efforts that will be incorporated to prevent future submission or use of the covered article or the product or service produced or provided by a source that is subject to an applicable FASCSA order.

(d) *Removal.* For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that is subject to an applicable FASCSA order.

(e) *Subcontracts.*

- (1) The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (c)(1) of this clause, in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products and commercial services.
- (2) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the contract and any subcontracts and other contractual instruments under the contract. The Contractor or higher-tier subcontractor shall notify their subcontractors, and suppliers under other contractual instruments, that the FASCSA orders in the solicitation that are not in SAM apply to the contract and all subcontracts.

**4) 552.270-33 Foreign Ownership and Financing Representation for High-Security Leased Space (Jun 2021)**

The attached representation is hereby attached to and incorporated into this Lease Amendment.

**5) 552.270-34 Access Limitations for High-Security Leased Space (Jun 2021)**

a) The Lessor, including representatives of the Lessor's property management company responsible for operation and maintenance of the leased space, shall not—

- (1) Maintain access to the leased space; or
- (2) Have access to the leased space without prior approval of the authorized Government representative.

(b) Access to the leased space or any property or information located within that Space will only be granted by the Government upon determining that such access is consistent with the Government's mission and responsibilities.

(c) Written procedures governing access to the leased space in the event of emergencies shall be documented as part of the Government's Occupant Emergency Plan, to be signed by both the Government and the Lessor.

**6) 52.222-55 Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022)**

*This clause is incorporated by reference.*

**7) 52.222-62 Paid Sick Leave Under Executive Order 13706 (Jan 2022)**

*This clause is incorporated by reference.*

**GRANT AGREEMENT**  
**For The**  
**Rural Law Enforcement Salary Assistance Program**  
**Award # IA-0000000401**

This grant agreement (“Agreement”) is entered into by and between the Texas Comptroller of Public Accounts (“Comptroller”) and Gillespie (“Grantee”) located at 101 W. Main St, Unit 9 Fredericksburg Texas 78624. For purposes of this Agreement, Comptroller and Grantee are sometimes collectively referred to as the “Parties” or individually as a “Party.”

**Article I. Recitals**

**Whereas**, the 88th Texas Legislature passed Senate Bill 22 (S.B. 22) to establish a grant program to provide financial assistance to qualified sheriff’s offices, constable’s offices, and prosecutor’s offices in rural counties (the “Program”);

**Whereas**, Comptroller has authority to implement and administer the Program and award grants to eligible applicants pursuant to Local Government Code, Chapter 130, Subchapter Z, Sections 130.911, 130.912, and 130.913;

**Whereas**, Grantee warrants that it is eligible to participate in the Program;

**Whereas**, Grantee certifies that it has not and will not reduce the amount of funds provided to its sheriff’s office, constable’s office or prosecutor’s office, as applicable, because of an award of grant funds under this Agreement;

**Whereas**, Grantee timely submitted an application for a grant;

**Whereas**, Comptroller has reviewed and approved Grantee’s application for a grant;

**Whereas**, the Parties desire to set forth their mutual expectations and obligations for participation in the Program; and

**Now, therefore**, in consideration of Grantee’s compliance with all requirements of this Agreement, Comptroller awards this Agreement to the Grantee and the Parties do hereby represent, covenant, and agree as follows:

**Article II. Authority**

This Agreement is entered into pursuant to the authority granted and in compliance with the provisions of Local Government Code, Sections 130.911, 130.912, or 130.913, as applicable. This Agreement is funded by state funds appropriated by the State Legislature.

**Article III. Grant**

In consideration of the various obligations to be undertaken by Grantee, Comptroller awards Grantee the amount of \$ 350000.00 , to be disbursed to Grantee for the purposes of funding a [Rural Sheriff’s Office Salary Assistance Grant, Rural Constable’s Office Salary Assistance Grant, or Rural Prosecutor’s Office Salary Assistance Grant], subject to the following:

1. Grantee shall use grant funds only for the authorized uses set forth in Article V of this Agreement, and only for the Rural Sheriff's Office Salary Assistance Grant

as indicated on the Grantee's application.

2. Grantee shall fully comply with all terms and conditions of this Agreement; the requirements of Local Government Code, §§ 130.911, 130.912, or 130.913, as applicable; the relevant provisions of the Texas Grant Management Standards (TxGMS) and the State of Texas Procurement and Contract Management Guide, or their successors, adopted in accordance with Texas law; and all applicable state or federal statutes, rules, regulations, or guidance applicable to the grant award, including 34 Texas Administrative Code (TAC), Part I, Chapter 16, Subchapter D.
3. Grantee specifically assures compliance with the provisions of Appendix 6 of TxGMS (Uniform Assurances by Local Governments) that are applicable to this Grant.

#### **Article IV. Term**

This Agreement is effective from the date signed by Comptroller ("Effective Date"), after first having been signed by Grantee, to and including an expiration date of September 30, 2024, unless terminated earlier in accordance with other provisions of this Agreement.

#### **Article V. Authorized Uses of Grant Funds; Limitations**

Section 1 of this Article applies only to a Rural Sheriff's Office Salary Assistance Grant, Section 2 of this Article applies only to a Rural Constable's Office Salary Assistance Grant, Section 3 of this Article applies only to a Rural Prosecutor's Office Salary Assistance Grant, and Section 4 of this Article applies to all grants except as otherwise set out in Section 4.

##### **Section 1. Rural Sheriff's Office Salary Assistance Grant (Local Government Code, § 130.911)**

**A. Authorized Uses.** Grantee may only use grant funds to cover the following costs:

1. to provide a minimum annual salary of at least:
  - a. \$75,000 for the county sheriff (as defined by 34 TAC §16.300(3));
  - b. \$45,000 for each deputy sheriff (as defined by 34 TAC §16.300(4)) who performs motor vehicle stops in the routine performance of their duties; and
  - c. \$40,000 for each jailer (as defined by 34 TAC §16.300(2)) whose duties include the safekeeping of prisoners and the security of a jail operated by the county; and
2. provided that each county sheriff that meets the definition in 34 TAC § 16.300(3), and each deputy sheriff that meets the definition in 34 TAC §16.300(4), and county jailer that meets the definition in 34 TAC §16.300(2) that is employed by the county sheriff receives the minimum salary described by paragraph (1) of this section:
  - a. to increase the salary of a person described by paragraph (1) of this section;
  - b. to hire additional deputies or staff for the sheriff's office; or
  - c. to purchase vehicles, firearms, and safety equipment (as defined by 34 TAC §§ 16.300(13) and 16.300(14)) for the sheriff's office.

**B. Deficient Grant Funds.** If Grantee does not have sufficient grant funding to fund the minimum annual salaries required by this Section 1, Grantee may use grant funds to increase the salaries of the persons described in this Section 1 on a pro-rata basis.

##### **Section 2. Rural Constable's Office Salary Assistance Grant (Local Government Code, § 130.912)**

- A. **Authorized Uses.** Grantee may only use grant funds as follows:
  - 1. to provide a minimum annual salary of \$45,000 to a qualified constable (as defined by 34 TAC § 16.300(10)); and
  - 2. for each qualified constable whose salary is funded in part by the Grant, Grantee must contribute at least 75% of the money required to meet the minimum annual salary requirement.
- B. **Contribution for Fiscal Year Beginning October 1, 2023.** If Grantee's fiscal year began October 1, 2023, Grantee's contribution shall include county funds used to pay an annual minimum salary from October 1, 2023 through the end of the grant agreement awarded for Fiscal Year 2024.

**Section 3. Rural Prosecutor's Office Salary Assistance Grant (Local Government Code, § 130.913)**

- A. **Authorized Uses.** Grantee may only use grant funds to cover the following costs:
  - 1. to increase the salary of an assistant attorney, an investigator, or a victim assistance coordinator (as defined by 34 TAC §16.300(14) employed at the prosecutor's office; or
  - 2. to hire additional staff for the prosecutor's office.

**Section 4. Additional Terms**

- A. **Nonmonetary Benefits and Taxes.** A minimum annual salary as described in Sections 1 and 2 of this Article does not include any overtime compensation. A salary increase includes increases required to bring a salary to the minimum annual salary as described by Sections 1 and 2 of this Article, and salary increases described by Sections 1 and 3 of this Article, and will be measured based on the salary provided on the last day of the entity's fiscal year ending in 2023, excluding any overtime. The cost of a salary increase as described in this Article includes the increase of legally required nonmonetary benefits and taxes for that salary. A salary increase does not include overtime and the cost of a salary increase does not include an increase of legally required nonmonetary benefits and taxes for overtime compensation. Grantee may only use grant funds for the legally required nonmonetary benefits and taxes for a salary if Grantee provides the minimum annual salary required by Sections 1 and 2 of this Article, if applicable. Grantee may not reduce a salary below a minimum salary required by Sections 1 and 2 of this Article to use grant funds for legally required nonmonetary benefits and taxes for that salary.
- B. **Minimum Hourly Wage Calculation.** If a person described in Sections 1 or 2 of this Article is a part-time or hourly employee, or holds a dual office or otherwise divides work hours between a position described in this Article and another position, the minimum annual salary required by Sections 1 or 2 of this Article may be converted to a minimum hourly wage and will apply only to the hours of work performed for a position described in this Article as follows:
  - 1. for an employee with a 40-hour work week, the minimum hourly wage shall be the product of:
    - a. the minimum annual salary described in this Article; and
    - b. a quotient:
      - i. the numerator of which is equal to the number of hours the employee normally works performing duties for a position described in this Article each week, not to exceed 40; and
      - ii. the denominator of which is equal to 40; and
  - 2. for an employee with a county adopted work period as authorized by Section 7(k), Fair Labor Standards Act, 29 U.S.C.A § 207(k), the minimum hourly wage shall be the product of:
    - a. the minimum annual salary described in this Article; and



- b. a quotient:
  - i. the numerator of which is equal to the number of hours the employee normally works performing duties for a position described in this Article each period, not to exceed the number of hours that are nonovertime as determined under the Fair Labor Standards Act; and
  - ii. the denominator of which is equal to the number of hours that are nonovertime as determined under the Fair Labor Standards Act.
- C. A person whose salary increase may be paid with grant funds under Sections 1 and 3 of this Article may be paid an increase in hourly wages if they are paid an hourly wage rather than an annual salary.
- D. **Expenditure of Grant Funds.** Subject to Article VI, Section D of this Agreement, Grantee shall expend the funds during the grant period. Funds for purchases are considered expended when Grantee is legally obligated to expend the funds.

#### **Article VI. Reimbursement**

- A. **Advance Payment.** Comptroller shall disburse the grant funds as soon as practicable following the Effective Date. By making advance payment, Comptroller does not waive any requirements for the reimbursement of costs. Upon Comptroller's request, Grantee shall submit records in support of reimbursement requests.
- B. **Deposit of Funds.** Whenever possible, grant funds must be deposited and maintained in insured, interest-bearing accounts. Interest earned on grant funds is not considered program income, and Grantee must use any accrued interest for grant purposes only and on allowable costs under this Agreement.
- C. **Eligibility for Cost Reimbursement.** Comptroller will reimburse Grantee for necessary and reasonable allowable costs paid by Grantee in performance of this Agreement. Allowable costs are restricted to costs that comply with the Agreement, TxGMS, and state law. The parties agree that all the requirements of TxGMS apply to this Agreement, including the criteria for allowable costs.
- D. **Pre-award Costs.** Comptroller will reimburse Grantee for pre-award costs provided (a) the costs are incurred during the portion of Grantee's fiscal year in which this grant period occurs that precedes the date of award, if any, and (b) the costs would have been allowable under the terms of this Agreement if incurred during the grant period.

#### **Article VII. Reporting and Compliance**

- A. **Compliance Reports.** Grantee shall submit a compliance report certifying compliance and detailing expenditures of grant funds using Comptroller's electronic form no later than 30 days following the expiration or termination of this Agreement. Comptroller may request supporting documentation regarding expenditures and any other information required to substantiate that grant funds are being used for the intended purpose and that Grantee has complied with the terms, conditions, and requirements of the applicable statute, the Agreement and 34 Texas Administrative Code, Chapter 16, Subchapter D. Grantee shall submit any information requested by Comptroller within fourteen (14) calendar days of the request.
- B. **Remedies for Non-Compliance.** If Comptroller finds that Grantee has failed to comply with terms and conditions of this Agreement or any other requirement described in Article III, Section 2 of this Agreement, Comptroller may:
  - 1. require Grantee to return the grant funds or a portion of the grant funds;

2. withhold grant funds from the current grant or future grants to be received by Grantee pending correction of the deficiency;
3. disallow all or part of the cost of the activity or action that is not in compliance;
4. terminate the Agreement in whole or in part;
5. bar Grantee from future consideration for grant funds under 34 Texas Administrative Code, Chapter 16, Subchapter D; or
6. exercise any other legal remedies available to Comptroller under this Agreement, at law, in equity, or otherwise.

### **Article VIII. General**

- A. **Audit Requirements.** Funds allocated in connection with this Agreement are considered to be state financial assistance for the purpose of determining the audit requirements under the Texas Grant Management Standards. If an audit is required to comply with the requirements of Texas Grant Management Standards, Grantee shall complete an audit at the end of Grantee's fiscal year. Grantee agrees that in the event of any audit findings related to state awards provided by Comptroller, Grantee will inform Comptroller within two (2) business days following Grantee's receipt of any written audit findings or reports (whether in draft or final form), and thereafter submit any documentation related to the audit findings upon Comptroller's request (including, but not limited to, a copy of the final audit report, a response to the current status of the prior year's questioned costs, copies of management letters written as a result of the audit, and action plans, if any).
- B. **Texas Public Information Act.** Comptroller is bound by the provisions of the Texas Public Information Act ("TPIA"), Chapter 552, Texas Government Code. Information, documentation, and other material in connection with this Agreement may be subject to public disclosure pursuant to the TPIA. If Grantee receives a request for information related to this Agreement from a third party, Grantee shall forward the request to Comptroller within three (3) days of receipt.
- C. **Records; Right to Audit.** Grantee acknowledges that acceptance of funds under this Agreement acts as acceptance of the authority of the State Auditor (or any successor agency), under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, Grantee or other entity that is the subject of an audit or investigation by the state auditor shall provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Comptroller further reserves the right to monitor and audit Grantee's compliance with the requirements of this Agreement.
- D. **Funding Limitation.** The Agreement shall not be construed as creating a debt on behalf of Comptroller in violation of Article III, Section 49a of the Texas Constitution. All obligations of Comptroller under the Agreement are subject to the availability of grant funds. The Agreement is subject to termination or cancellation, either in whole or in part, without penalty to Comptroller if such funds are not appropriated or become unavailable.
- E. **Records Retention.** Grantee shall maintain and retain all records relating to the performance of the Agreement, including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records will be maintained and retained by Grantee for a period of five (5) years after the Agreement expiration date or until all audit, claim, and litigation matters are resolved, whichever is later. Comptroller reserves the right to direct grantee to retain documents for a longer period of time or transfer certain records to Comptroller custody when it is determined the records possess longer term retention value.
- F. **NO INDEMNIFICATION. THE PARTIES AGREE THAT COMPTROLLER WILL NOT INDEMNIFY GRANTEE FOR ANY LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR**

**SUITS, OR ANY RELATED COSTS, ATTORNEY FEES, OR EXPENSES ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF GRANTEE IN PERFORMANCE OF THE AGREEMENT.**

- G. **Limitations on Grants.** Grantee acknowledges and agrees that funds received under this Agreement will be expended subject to the limitations and reporting requirements similar to those provided by the following: Parts 2 and 3 of the Texas General Appropriations Act, Art. IX, except there is no requirement for increased salaries for local government employees; Sections 556.004, 556.005, and 556.006 of the Texas Government Code; and Sections 2113.012 and 2113.101 of the Texas Government Code.
- H. **Law Enforcement Agency Grant Restriction.** If Grantee is a law enforcement agency regulated by Chapter 1701 of the Texas Occupations Code, Grantee represents and warrants that it will not use appropriated money unless the law enforcement agency is in compliance with all rules adopted by the Texas Commission on Law Enforcement, or the Texas Commission on Law Enforcement certifies that it is in the process of achieving compliance with such rules.
- I. **Force Majeure.** Neither Party shall be liable to the other for any delay in, or failure of performance, of any requirement included in this Agreement caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing Party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, pandemic/quarantine orders or other causes that are beyond the reasonable control of either Party and that by exercise of due foresight such Party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such Party is unable to overcome.
- J. **Independent Contractor.** The Parties agree that each Party is contracting as an independent contractor.
- K. **Assignment.** No assignment of this Agreement or of any right accruing hereunder shall be made, in whole or part, by either Party without the prior written consent of the other.
- L. **Headings.** The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of the Agreement.
- M. **No Waiver.** This Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to either Party as an agency of the State of Texas or otherwise available to the Party. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities available to a Party under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.
- N. **Survival.** The expiration or termination of this Agreement shall not affect the rights and obligations of the Parties accrued prior to the effective date of expiration or termination and such rights and obligations shall survive and remain enforceable.
- O. **Severability.** If one or more provisions are deemed invalid, illegal, or unenforceable for any reason, such invalidity, illegality or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained herein.
- P. **Governing Law.** This Agreement is governed by and construed under and in accordance with the laws of the State of Texas.

**Article IX. Notices; Liaison**

Any notice relating to this Agreement, which is required or permitted to be given under this Agreement by one party to the other party shall be in writing and shall be addressed to the receiving party at the address

specified below. The notice shall be deemed to have been given immediately if delivered in person to the recipient's address specified below. It shall be deemed to have been given on the date of certified receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving party at the address specified below. Registered or certified mail with return receipt is not required for copies.

The address of Comptroller for all purposes under this Agreement and for all notices hereunder shall be:

Comptroller: Texas Comptroller of Public Accounts  
ATTN: Contracts Section  
111 E 17<sup>th</sup> Street, Room 310C  
Austin, Texas 78774  
*With copy sent via electronic mail to contracts@cpa.texas.gov*

The address of Grantee for all purposes under this Agreement and for all notices hereunder shall be:

Grantee: Gillespie  
101 W. Main St, Unit 9 Fredericksburg Texas 78624

Contact Person: Daniel Jones  
County Judge  
djones@gillespiecounty.org  
8309977502

**Article X. Signatories**

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their undersigned, duly authorized representatives. This Agreement may be executed in one or more counterparts, each of which is an original, and all of which constitute only one agreement between the Parties.

**Texas Comptroller of Public Accounts**  
BY \_\_\_\_\_  
Lisa Craven  
Deputy Comptroller  
DATE \_\_\_\_\_

Gillespie  
BY \_\_\_\_\_  
**Daniel Jones**  
County Judge  
DATE \_\_\_\_\_



