



**REQUEST FOR APPLICATION**

**DEPOSITORY AND BANKING SERVICES**

April 10, 2023

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

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## GILLESPIE COUNTY, TEXAS

### REQUEST FOR APPLICATION - DEPOSITORY AND BANKING SERVICES

#### SECTION 1: INTRODUCTION

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

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

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

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

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

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

## SECTION 2: PROPOSAL QUALIFICATIONS AND SUBMISSION INSTRUCTIONS

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

### **Local Presence**

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

### **Proposal Format**

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

### **Schedule for Proposal Submission**

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

**04/10/23: Release of Request for Application**

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

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

**05/08/23: Deadline for RFP submission**

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

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

**08/01/23: Contract commencement**

### **Proposal Submission**

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

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

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

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

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

#### **RFP Questions**

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

#### **Selection Criteria**

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

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

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

#### **County Rights**

The County reserves the right to:

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

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

#### **Proprietary Information**

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

#### **Fees and Charges**

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

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

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

### **SECTION 3: COUNTY OVERVIEW**

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

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

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

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

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

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

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

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

## SECTION 4: FINANCIAL INSTITUTION QUALIFICATIONS

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

### **Creditworthiness**

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

### **Customer Service**

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

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

### **References**

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

### **Depository Agreement and Service Agreements**

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

### **Implementation timeline**

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

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

## SECTION 5: REQUIRED BANKING SERVICES

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

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

### **Consolidated Account Structure with Sweep Mechanism**

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

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

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

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

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

### **Automated Cash Management Information Access**

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

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

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

### **Standard Collection and Deposit Services**

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

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

### **Remote Electronic Check Acceptance and Conversion**



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

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

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

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

#### **Standard Disbursing Services**

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

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

#### **Reconciliation and Positive Pay**

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

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

### **Wires and Internal Transfer Services**

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

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

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

### **ACH Services**

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

### **Safekeeping Services**

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

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

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

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

### **Collateral Requirements**

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

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

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

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

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

The following conditions must be met.

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

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

#### **Account Analysis**

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

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

### **Monthly Statements**

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

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

### **Account Executive**

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

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

### **Overdrafts**

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

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

### **Stop Payments**

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

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

### **Company Banking**

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

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

## **SECTION 6: ADDITIONAL SERVICES**

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

# SECURITY STATE BANK & TRUST

The Hill Country's Bank Since 1941

37 Business Court ♦ Fredericksburg, TX 78624

May 8, 2023

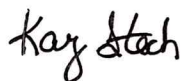
County Treasurer's Office  
Gillespie County Courthouse  
101 West Main Street  
Room 106  
Fredericksburg, TX 78624

Dear Ms. Smith;

Thank you for the opportunity to provide a Depository and Banking Services Proposal for Gillespie County. As a valued and longtime customer of Security State Bank & Trust, all fees for the term of the contract will be waived.

The enclosed Bid Proposal is valid 180 days from the submission date of May 8, 2023. We are happy to present this proposal and hope it is favorable in the Gillespie County process of reviewing all bids. We would be glad to visit with you should you have any questions.

Sincerely,



Kay Stech  
Chief Operations Officer  
P.O. Box 471  
Fredericksburg, TX 78624  
(830)990-7701  
kstech@ssbtexas.com



# *SECURITY STATE BANK & TRUST*

*THE HILL COUNTRY'S BANK SINCE 1941*

**37 BUSINESS COURT**

**FREDERICKSBURG, TX 78624**

**GILLESPIE COUNTY, TEXAS**

**PROPOSAL- DEPOSITORY AND BANKING SERVICES**

## SECTION 4: FINANCIAL INSTITUTION QUALIFICATIONS

### Creditworthiness

1. SSB&T agrees to submit an audited statement to the County each year. The most current annual financial statement is included. The most current Statement of Condition is included and can be found at: [Security State Bank & Trust | Statement of Condition](#)
2. SSB&T's most current Community Reinvestment Act (CRA) rating is included.
3. SSB&T's most current rating from Veribanc is included. SSB&T agrees to notify the County within 30 days of any change in any of these ratings.

### Customer Service

1. For the past 82 years, SSB&T has endeavored to provide superior community banking services to Hill Country residents. Our longevity and years of proven dedication to service excellence have established a foothold for the bank in the 18 communities we serve. Our reputation in the market place is one of friendly, down-home banking combined with approachable, common sense bankers who provide competitive products and services. We strive to develop relationships with our customers and characterize our bank by saying "We are small enough to know you by name and yet large enough to handle all of your banking needs".

We "walk our talk" when it comes to customer service. While other banks have moved to automated customer service centers, at SSB&T you will find a friendly, well-informed banker answering the phone from 8:00 a.m. to 5:00 p.m. When a voice mail message is required, a personal call or email will be returned as soon as possible. We have developed a customer service driven culture with guiding principles and values. SSB&T has outlined written customer service standards with set deliverables for all officers and staff.

In the Fredericksburg community, SSB&T is often the choice of new customers moving into the area because we are well known as an established Hill Country based bank that can offer competitive products and services outside of the "Big Bank" environment.

A significant advantage to SSB&T's customer service is our Cash Management team of highly skilled, knowledgeable professionals and the expertise that is in place and on hand to assist Gillespie County. A proven working relationship is built on partnering to achieve mutual goals, confidence in products, services and staff and simplification in daily banking activities.

SSB&T strives to continue to not just meet but also exceed service expectations. We know it is important to remain proactive to anticipate needs and provide solutions for our customers. We endeavor to make banking simple and yet innovative so that clients find no complications with their daily banking transactions and, therefore, can focus on the important aspects of their business.

SSB&T's Mission Statement: ***"We Help Build the Communities We Call Home"***

2. Dale Geistweidt, Branch President and Consuelo Rivera, AVP/Branch Operations Officer along with their highly capable staff in Fredericksburg are available to provide support to the County. Kay Stech, Chief Operations Officer and Laura Kaderli-Stocks, VP/Operations at the Fredericksburg Operations Center are available at any time as well.
3. SSB&T strives to stay up to date with the latest technology/products that prove to be beneficial to our customers. With our core conversion in 2019, SSB&T has been able to utilize a more robust operating system, which also provides additional and continued enhancements for the County.
4. SSB&T is working with its core provider to provide enhancements to the Business eBanking product in 2023 and continues to actively review new products available.

5. SSB&T will waive all fees for the term of the contract. SSB&T will also pay the daily Texpool rate on the Investment Sweep Account. This rate will be reviewed every six months and may be lowered to pay the prior month's average Fed Fund rate. The Investment Sweep Account will never fall below the prior month's Average Fed Fund rate.
6. SSB&T agrees to this condition.
7. SSB&T has formed an Executive Leadership Team that meets monthly to review opportunities to enhance products and services in an effort to better service our customers.
8. SSB&T will meet with the County on an annual basis and will gladly schedule more frequent meetings as requested.
9. SSB&T has formal policies and procedures in place to protect our customers. Through our Business eBanking, the County can utilize our Positive Pay product to review and reject fraudulent items posting to any one of the County's accounts.

**References**

Kerr County (32+ years) Tracy Soldan County Treasurer (830)792-2276 <a href="mailto:tsoldan@co.kerr.tx.us">tsoldan@co.kerr.tx.us</a>	City of Fredericksburg (34+ years) Krista Wareham Director of Finance (830)997-7521 <a href="mailto:kwareham@fbgtx.org">kwareham@fbgtx.org</a>	Kerrville ISD (28+ years) Jarrett Jachade Interim Superintendent CFO (830)257-2200 <a href="mailto:jarrett.jachade@kerrvilleisd.net">jarrett.jachade@kerrvilleisd.net</a>
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**Depository Agreement and Service Agreements**

1. A copy of all SSB&T's depository and service agreements are provided in the Cash Management, Remote Deposit Capture, and Positive Pay Folder.

**Implementation Timeline**

1. Since SSB&T is currently the depository for Gillespie County, there would be no delay in servicing the County's accounts

**SECTION 5: REQUIRED BANKING SERVICES**

**Consolidated Account Structure with Sweep Mechanism**

1. SSB&T has an internal sweep in which the funds are swept from one checking account into a separate sweep account (Investment Sweep Account) within SSB&T. The activity is reflected as individual debits and credits on the respective monthly statements. If the County wants to see the transactions on a daily basis, this can be done through the Business eBanking product. Only collected funds will be swept and the County will elect what collected balances to maintain in the account from which the funds are being swept. The Investment Sweep Account will be paid the daily Texpool rate. This rate will be reviewed every six months and may be lowered to pay the prior month's average Fed Fund rate. The Investment Sweep Account will never fall below the prior month's Average Fed Fund rate. Interest will be paid at month end to the Investment Sweep Account (Master Account).
2. Each Investment Sweep Account will be tied to a checking account but may have multiple accounts tied to each Investment Sweep Account.
3. Normally there is a minimum balance of \$25,000.00 that must be maintained in the Investment Sweep Account, but SSB&T will waive this minimum for the County.



4. Interest earned is credited to the Investment Sweep Account (Master Account) monthly. If more than one (1) account is swept into the Investment Sweep Account, there is only one interest amount. The interest is not broken down per account being swept.
5. The Investment Sweep Account will be paid the daily Texpool rate. This rate will be reviewed every six months and may be lowered to pay the prior month's average Fed Fund rate. The Investment Sweep Account will never fall below the prior month's Average Fed Fund rate.
6. Sweep activity is reported on a daily basis. Notices will generate daily but the County will have the option to turn this feature off if desired.
7. SSB&T does not offer any external sweep alternatives.
8. The sweep transaction is the last transaction of each day's processing.
9. The fee/charges in this contract will apply to any accounts opened, closed, or changed during this contract.
10. All fees are being waived for the term of the contract.

11. Type	Past 12 Months Avg	Current Rate
ECR	2.85%	4.9%
Interest Bearing Accounts	0.10%	0.10%
Money Market Accounts	0.10%	0.10%
Sweep MMMF (Investment Sweep)	2.85%	4.9%
Choice Money Market (Tiered Rate)		3.56% - 0.10%

**Automated Cash Management Information Access**

1. The County currently utilizes SSB&T's Business eBanking product which can be viewed real-time. Service capabilities include viewing and performing the following: account balances, balance reporting, ACH Origination, wires, positive pay, stop payments, account to account transfers, external transfers, view check/deposit images, e-statements, request documents, notify me alerts and reordering checks.
2. SSB&T currently retains 18 months' worth of history through Business eBanking. The County will have the capability to view and/or download statements and check/deposit images for the past 18 months. History past 18 months can be requested and obtained from SSB&T.
3. Cash Management users can create ACH reports, Positive Pay reports, sub-user reports and/or wire transfer reports.
4. The availability for prior day transactions is after 12:00 a.m. and the intra-day information is real-time.
5. SSB&T currently retains 18 months' worth of history through online banking. You have the capability to view and/or download statements and check/deposit images for the past 18 months. History past 18 months can be requested and obtained from SSB&T.
6. All of SSB&T's online sessions are secure by invoking the SSL (secured socket layer) protocol. Authorization is provided by the agreements signed by the County. The security module is set up by the County and maintained in the County's file. The County will set up all sub users to the system with a username and password. All Cash Management users will be authenticated through Out of Band Authentication (OOBA).
7. Technical support is available Monday through Friday, from 8:00 a.m. to 5:00 p.m. The technical support team is located at the Operations Center in Fredericksburg, Texas. Support is provided via phone or on-site.

### Standard Collection and Deposit Services

1. SSB&T's current daily hours of operation are as follows:
  - a. Operations Center 8:00 - 5:00 p.m. – Monday through Friday
  - b. Branch - Main 9:00 - 3:00 p.m. – Monday through Thursday  
9:00 – 5:00 p.m. Friday
  - c. Branch - Remotes 8:00 - 6:00 p.m. – Monday through Friday
  - d. Vault Main 9:00 - 3:00 p.m. – Monday through Thursday  
9:00 – 5:00 Friday
2. All credits and debits are imaged and available online after 12:00 a.m.
3. No deposits are required to be made to a vault. Deposits can be made with any teller at the main office, any branch office, motor bank, or remote location.
4. Yes, the branch number, teller number and sequence number are stamped on the back of every transaction item coming into SSB&T.
5. SSB&T offers this type of program through the Cash Management product. The County will have the ability to make ACH payments and collections.
6. SSB&T does not require strapping currency or rolling coins, however, the bank prefers that all currency is bundled together and listed on the deposit slip. The coin should be listed as a separate total on the deposit slip.
7. There is no limit as to the number of deposits in one bag. Each deposit will need to have a deposit slip attached with the deposit, which will be handled as a separate advice. A tape of the checks being deposited is preferred.
8. Advices will be sent for adjustments due to encoding errors, charge back items, wires requested through Business eBanking, deposit corrections, and deposit receipts. Deposit receipts can be picked up with the bags or can be mailed. Other advices will be mailed to the address provided. An Image Replacement Document (IRD) will be mailed with the advice for charged back items.
9. This service is available through the Cash Management product.
10. There are no limits used for decisioning. The County will be called and SSB&T will be directed how to handle the discrepancy (as done currently).
11. A notice along with the Image Replacement Document (IRD) will be mailed to the County the next business day after the item has been charged back to the account.
12. SSB&T does not have a requirement on deposit bags used. SSB&T does have zipper bags and locked night depository bags available at no charge. A contract will need to be completed for the locked night depository bags.
13. Verification will occur at the time the deposit is received.
14. No advanced notice is required for coin and/or currency orders and they can be placed in person, by email or by phone. It will take a little time to get the order together so a call or email ahead of time is recommended.
15. 

Fredericksburg Main Branch	Fredericksburg Motor Bank	Fredericksburg Remote
201 West Main Street	202 West San Antonio Street	1111 East Main Street
Fredericksburg, TX 78624	Fredericksburg, TX 78624	Fredericksburg, TX 78624
16. SSB&T currently does not offer any services in this area outside of the Remote Deposit Capture product.
17. An Image Replacement Document (IRD) will be mailed with the advice for items such as the charged back items to the County. This occurs the same day the item is being returned to SSB&T.

### **Remote Electronic Check Acceptance and Conversion**

1. SSB&T's web-based Remote Deposit Capture (RDC) product includes scanning the checks and totals to SSB&T. The total will be confirmed using an adding machine tape interface. Images will be verified and an electronic deposit ticket will be made. The equipment needed by the County is a computer with an Internet connection, printer and scanner.
2. The final deposit cut-off time for Remote Deposit Capture (RDC) is 6:00 p.m.
3. SSB&T sets a risk dollar limit on the amount of total deposits submitted in a single business day. This dollar limit is determined based on the size of the County's largest total deposits in a single business day. SSB&T does not put a limit on the number of transmissions per day. If the dollar limit exceeds the authorized limit, the County would be contacted to verify the transaction and obtain approval.
4. If the County has a scanner, SSB&T will see if it is compatible with our system. If not, SSB&T will provide up to two scanners to the County at no cost.
5. Any additional scanners will need to be purchased by the County. Due to technical support, it is recommended the County purchase the scanner through SSB&T at cost. The cost of the scanner is approximately \$950.00 but will vary depending on the scanner size.

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

1. Items being returned to SSB&T due to NSF will be rerun. If presented a second time, the item will be charged back to the County's account. We can provide email notification the same day that the item is charged back.
2. The Image Replacement Document (IRD) and notice will be mailed to the County the day following the item being processed.
3. SSB&T currently does not have this capability.
4. SSB&T currently does not have this capability.
5. N/A

### **Standard Disbursing Services**

1. Daily check clearing will be available after the evening update (by 12:00 a.m.) and maintained online for 18 months.
2. All items are imaged and truncated. Included with your monthly statement are front images of your deposit slips and checks. You may view front and back images through Business eBanking. All items being deposited may be viewed through SSB&T Business eBanking product per deposit.
3. SSB&T does cash all County checks for County employees free of charge. This is currently being handled in this manner for the County, whether they are a SSB&T customer or not.
4. SSB&T currently partners with a 3<sup>rd</sup> party vendor that can be used for a virtual card program.
5. SSB&T's Business eBanking and Cash Management products include the Bill Pay feature.
6. If there are exceptions, there is a period of one business day for the County to contact the bank to report the exception. SSB&T will assist in clearing the exception item as necessary.

### **Reconciliation and Positive Pay**

1. It will be the responsibility of the County to either import a file or manually enter the issued checks into SSB&T's Positive Pay system. This will need to be completed no later than 6:00 p.m. for verification purposes. The Positive Pay fee of \$50/month and \$1.00 per EXCEPTION will be waived for the County.

2. Positive Pay input for manual checks is available online. The County is responsible for entering this information by logging into the Business eBanking system and manually keying the check's information or by utilizing the County's software to download the information to the system. The required information to enter is the date, check number, amount and the status of the check (issued, stopped or voided).
3. Yes, exception reporting and handling is managed online. Within Cash Management, the County will establish authorized users to have access to enter issued items, modify issued items and view reconciliation reports.
4. The Positive Pay exception information is available for review after 12:00 a.m. An email alert is not sent, but parameters can be set up by the County where an email notification will be sent alerting that there is a message from SSB&T. A message upon logging into Business eBanking will state that the exception report is ready for review.
5. 10:30 a.m. is the cutoff time for the County's exception decisions.
6. Yes, SSB&T offers Payee Positive Pay.
7. SSB&T does not review the exception items for errors.
8. Checks are not verified against the Positive Pay file before processing. The checks have to be processed and then will be compared against the positive pay file. SSB&T would hold the liability if a fraudulent check is cashed over-the-counter by SSB&T tellers.
9. SSB&T does not offer partial reconciliation services. The Positive Pay product provides a reconciliation tool that can be utilized by the County if elected to do so.
10. Reconciliation reports are available after 12:00 a.m. when night processing is done. They are maintained for a period of 18 months and can be downloaded. The reports do not produce an image of the check, but images can be viewed through Business eBanking.
11. Information and samples are provided in the Cash Management, Remote Deposit Capture, and Positive Pay Folder.

#### **Wires and Internal Transfer Services**

1. Wires may be initiated and monitored online through the Business eBanking Cash Management Product. A wire transfer agreement is required to be signed by the County to utilize this product.
2. Repetitive templates can be stored with no fee for template storage.
3. The County will determine the level of authorization it desires. The wire section of the Cash Management Product can be set up as directed by the County for both repetitive and non-repetitive wires.
4. Future dating of wires is available through the Business eBanking product with no limit as to how far in advance it could be set. The County would determine the date the wire would be processed.
5. Wires may be accessed through the Business eBanking product. Wires may also be handled in-person and by phone if a repetitive contract is on file. Incoming and outgoing wires will be processed/posted when received. The Wire Department may also be contacted by phone for any questions or verifications. The cut-off time for in-person, by phone or through Cash Management for international wires is 2:30 p.m. and for domestic wires is 3:30 pm.
6. SSB&T will allow the County to use the ledger balance for wires. If there is a special need to send a large wire prior to receiving a deposit, SSB&T will work with the County to send the outgoing wire. SSB&T does not charge for an intra-day overdraft.
7. Internal account transfers can be processed online through Business eBanking.
8. While there is no fee for internal transfers, the credit/debit items will have a per item fee which is included in the monthly analysis. The fee is \$0.30 per credit. The current posted fee for each debit is \$0.12, however, SSB&T will waive these fees within the analysis statement.

### **ACH Services**

1. The County has the capability to submit individual transactions and batch files through SSB&T's Cash Management product.
2. Once SSB&T receives a returned item, the first presentment will be rerun and the second presentment will be charged back to the County as requested by the County. The County will be notified via phone, fax and/or through secure messaging within Business eBanking.
3. ACH items and files can be dated up to 45 days in the future.
4. Checks and ACH Debits/Credit can be blocked on an account through the bank's stop payment process.
5. If the County discovers that any initiated entry was made in error, it must notify SSB&T of the error within 24 hours. SSB&T will use reasonable efforts to initiate an adjusting error or stop processing of any "on-us" entry. The County may also initiate a reversal file to correct the entry(s) within five business days of the settlement.
6. No, this information is available upon request. No additional access is required.
7. Pre-noting is available with no additional fee.

### **Safekeeping Services**

SSB&T would propose using our correspondent Frost Bank, San Antonio, Texas.

1. Trade monitoring is available online. Included is the Frost Bank Safekeeping Agreement and the Safekeeping Fees disclosure.
2. SSB&T is a member of Federal Reserve Bank.
3. Online information is available for securities with Frost Bank. SSB&T would propose the County open a safekeeping account with Frost. SSB&T would allow the County to settle any purchases of securities through our account with Frost. The County would need to advise SSB&T of the purchase the day before settlement in order for us to advise Frost of the settlement.
4. Charges, for the County's safekeeping account with Frost Bank, would be hard charged through SSB&T's account and then passed on to the County. The County would need to provide SSB&T "view only" access in "Safekeeping Online" to the County's safekeeping account.
5. Notification will be available online with Frost Bank and will be sent on all transactions the next business day.
6. The cutoff time is 4:00pm. Frost Bank does have a late instruction fee of \$25.00.

### **Collateral Requirements**

- a) SSB&T agrees to all collateral conditions. All deposits will be collateralized, above FDIC insurance, at 102% of principal plus accrued interest at all times. SSB&T will perform monitoring and maintaining of collateral margin requirements.
- b) SSB&T utilizes a letter of credit with Federal Home Loan Bank and will issue a Custodial Letter of Credit to the County.
- c) There are no collateral charges.
- d) A copy of the agreement is included.

### **Account Analysis**

1. SSB&T will provide statements timely as requested. A sample analysis statement is included.
2. The analysis statement is available online the next business day after the last business day of the month.
3. Account analysis statements will be available the next business day after the last business day of the month and will be maintained for 18 months online.

### **Monthly Statements**

1. A sample statement is included.
2. Statements will be available online the next business day after the last business day of the month.
3. Statements are available in both paper and electronic format.
4. Statements will be maintained online for a rolling 18 months.

### **Account Executive**

1. Support for day-to-day issues will be handled at the Fredericksburg Main office. The County may also contact the Fredericksburg Operations Center anytime for additional assistance.
2. Consuelo Rivera, AVP/Branch Operations Officer – Fredericksburg Office (830)990-7735  
Dale Geistweidt, Chief Lending Officer/Branch President – Fredericksburg Office (830)997-7575  
Kay Stech, SVP/Chief Operations Officer – Fredericksburg Operations Center (830)990-7701  
Laura Kaderli-Stocks, VP/Operations (830)990-7703
3. SSB&T representatives will meet with the County Treasurer annually and/or as requested by the County.

### **Overdrafts**

1. SSB&T will take into consideration the County's total deposits to determine if an overdraft would exist. SSB&T will work with the County to get any overdrafts cleared within 24 hours without any charges.

### **Stop Payments**

1. The County may put a stop payment on their account through Business eBanking, in person, fax or phone (no signature will be required if placing the stop payment via Business eBanking). The item will hit the County's account and will be returned the following day.
2. Stop payments will remain in effect for six months for a check and indefinitely for ACH items. If at any time the County wants the stop payment removed, they may do so by contacting SSB&T via phone, letter, fax or in person. Stop payments can be handled through Business eBanking for checks only.
3. The County may contact SSB&T by phone, Business eBanking, fax, letter or in person to either cancel or renew the stop payment.
4. There is no fee for stop payment renewals.
5. To guarantee a stop payment, the County must request a stop payment no later than one business day before the item hits the account. SSB&T will work with the County to return same day items when notified in a timely manner.
6. Once SSB&T receives the stop payment, it will be verified against the account to ensure the check has not already cleared the account.

### **Company Banking**

1. SSB&T offers several accounts for County employees including our Free Checking.

## **SECTION 6: ADDITIONAL SERVICES**

### **Merchant Services**

The Merchant Services Department offers a variety of services to include:

- Stand Alone Point of Sale Terminal
- Computer Software
- Internet Processing
- Mobile Processing app for Smart Phones
- Dial Pay
- Credit Cards

### **Fraud Department**

SSB&T has a dedicated Fraud Department that is available to assist with any fraud related issues/questions.

**ATTACHMENT A**  
**Proposed Bank Fees**  
**Gillespie County**

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

**2023**

	MONTHLY AVERAGE	PROPOSED FEE	EXTENDED FEE	NOTES
Daily Ledger Balance	37,016,705			*ALL FEES WILL BE WAIVED FOR
BALANCE BASED FEE		n/a		THE TERM OF THE CONTRACT
ACCOUNT MAINTENANCE	40	12.0000	480.00	
SPECIAL SIGNATURE		0.0400		
SWEEP MASTER		n/a		
SWEEP SUBSIDIARY		n/a		
CHECKS/DEBITS PAID	1,269	0.1200	152.28	
CHARGEBACK ITEMS	2	2.0000	4.00	
DEPOSITS/CREDITS	847	0.3000	254.10	
DEPOSITED ITEMS	4,325	0.0500	216.25	
BRANCH CREDIT POSTED		n/a		
CHANGE ORDER - NOTES		0.1000		
CHANGE ORDER - COIN		0.0500		
BRANCH ORDER PROCESSED		n/a		
BRANCH DEPOSIT ADJUSTMENT		n/a		
POSITIVE PAY MAINTENANCE		50.0000		
POSITIVE PAY PER ITEM		no fee		
POSITIVE PAY EXCEPTION		no fee		
CHECK DEPOSITED ON-US		0.0400		
CHECK DEPOSITED TRNSIT		0.0400		
DEPOSIT CORRECTION		0.0400		
RETURN ITEM		0.0400		
RETURN ITEM REDEPOSIT		0.0400		
STOP PAYMENT		25.0000		
STOP PAYMENT RENEWAL		25.0000		
WIRE INCOMING DOMESTIC		no fee		
WIRE-OUTGOING DOMESTIC	0	30.0000		
BALANCE REPORTING MO MAINT.		n/a		
ACCOUNTS REPORTED		n/a		
ACCOUNT TRANSFER ITEM		n/a		
TRANSACTIONS REPORTED		n/a		
ACH MAINTENANCE/ACCOUNT		no fee		



<b>ACH INCOMING</b>		0.0400		
<b>ACH OUTGOING</b>		0.1200		
<b>ACH FILES</b>		2.0000		
<b>ACH RECEIVED</b>		2.0000		
<b>ACH ADDENDA</b>		n/a		
<b>RETURN NOTIFICATION</b>		n/a		
<b>FILE DELETION/REVERSAL</b>		n/a		
<b>ACH FILTER/BLOCK</b>				

## History of CASA and the Child Welfare System:

In 1977, Seattle court judge David Soukup conceived the idea of CASA (court appointed special advocates) as he was presiding over child protection cases; he realized the weighty responsibility of the decisions he was making for children and felt he needed an unbiased, unrelated person to make independent investigation into the case, and report to him recommendations in the child's best interest.

Soukup's idea grew into a nationwide movement and Hill Country CASA was established in 1989 to provide trained community volunteers to serve child residents of Kerr, Kendall, Bandera and Gillespie Counties in State custody due to abuse or neglect in their homes, and the courts making decisions about their permanence.

There were over 30,000 Texas children in foster care in 2022. Children in foster care are removed from their homes to protect their safety, due to issues of abuse or neglect by their caregivers.

Once a child is removed into foster care, a legal case begins in which the parents have one year to prove they can provide a safe and stable, drug and violence free home for their children. Texas law is designed for foster children's cases to be resolved in the "child's sense of time".

In 2022, there were 155 children in foster care from Kerr, Kendall, Bandera, and Gillespie Counties.

The reason children are in foster care is not due to a lack of love from their parents, rather a lack of ability to safely parent. This may be due to mental health issues, addiction, family violence, criminal issues or other struggles.

The parents of foster children are offered services to support healing and resolving their issues, so that their children can be reunited with them. The services for parents are tailored to their individual needs and may include supports such as drug rehabilitation, counseling and mental health support, help finding employment / community supports.

For everyone involved in these cases, it is our first goal that the parents resolve the issues that brought their children into foster care, so that their children can go home to them.

However, if a child's parent(s) are unable to rehabilitate the issues that brought the child into foster care, the parent(s) rights are subject to termination by the state. Those children are then in long-term foster care, and can become completely disconnected from their home and family communities.

No matter how long it may take, Hill Country CASA continues to serve these children until a permanent home is found. (On average, the Hill Country children who left foster care in 2022 were in foster care 19.6 months).

### Hill Country CASA's Current Scope of Service:

Now in our thirty-fourth year of service, Hill Country CASA volunteers work under a Guardian Ad Litem (GAL) court appointment to assure every area foster child receives individual attention, necessary services and timely placement in a safe, loving and permanent home.

Hill Country CASA's long-established primary goal is to provide a well-trained CASA for every child in CPS custody in our four county service area, who will conduct an independent investigation into the circumstances of the case, and make oral and written report to the presiding judiciary with best interest recommendations for the children involved.

In fact, Hill Country CASA was the only one of seventy-two CASA programs in Texas to provide an advocate for every child in need in 2021.

CASA volunteers are trained to get to know the children they serve, conduct individual investigation into the facts and circumstances of their case, and provide strong advocacy for the child's best interest, timely individual services, and family reunification whenever safely and securely possible.

In 2022, our 75 volunteers gave 2,326 hours and traveled over 35,000 miles to child visits, court hearings, collaborative meetings and other events as necessary to provide strong, effective advocacy for children on our caseload.

Hill Country CASA's other primary goal is to reunify children with their natural parents whenever possible; to this end we also provide help and support to parents working toward this goal. HCCASA provides a listening ear to parents, models appropriate parent-child interaction, and supports parents as they work to reunify of their family.

In 2022, CASA supported the family reunification of 44 children with their parents; this was 47% of all Hill Country children's cases that closed in that year. (For the most recent year available through public information – 2021 – statewide, the rate of family reunifications was 33%).

### In Conclusion:

Texas' large and impersonal foster care system is difficult for any child and family to be involved with. Hill Country CASA works to fill in the gaps and support healing and family for the best interest of our community's children.

There are many ways that the community can get involved to support families this holiday season. Consider donating your time or a financial gift to a local charity of your choice – there are many worthy causes to support in our Kerrville community that help families in need. Check in with families you know and offer support in this very busy time of year. Take an extra moment to nurture a child you know.

The children of the Hill Country are our future and Hill Country CASA appreciates the community's support of our mission in their best interest.

**Gillespie County Probate Overage**

25-Apr-23

**Project Details**

<b>Contract</b>	<b>Actual</b>	<b>Difference</b>	<b>Description</b>
244,800	353,889	(109,089.00)	Trifolds
107,850	117,306	(9,456.00)	Flat Files
9,404	9,404	0	QuickLink Index Books

(118,545.00)

Original Contract \$ 555,526.22 4 year payment plan @ 138,881.54

Overage \$ 191,060.10 Based on Run Rate of page counts

\$ 59,726.91 Kofile Discount (31%) on Overage

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\$ 131,333.19 Net Overage

\$ 686,859.41 Net New Project Total

\$ 138,881.56 Minus Year One Payment

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**\$ 547,977.85 Remaining Balance**

Revised Years 2 - 4	\$ 182,659.28	4 Year Payment Plan - Revised Years 2 - 4
Revised Years 2 - 5	\$ 136,994.46	5 Year Payment Plan - Revised Years 2 - 5

## **Trifolds –**

Boxes 1 – 84 (represents tri folded Probate Case Files)

Boxes 1 - 63 have been processed and QC'd – this is where we get our run rate.

- Probate actual run rate is 111 pages per inch.
  - Each shuck drawer was 12” deep for 1,332 pages.
  
- Industry average for tri-folded Case Files is typically 75 pages per inch.
  - This would assume 900 pages per shuck drawer.
  - This held true for projects for Mason, Bexar & Webb Counties
  
- The difference between the estimated industry average and the actual page count is the overage.
  - Upon the initial assessment of the project nothing seemed out of the ordinary
  - Once project was disassembled (removed from envelopes) there were many ½ pages and pages written on both sides of the document.
  - The trifolds make up the majority of the overage.

## **Flat Files -**

Boxes 85 – 163

Boxes 85 – 94 have been processed and QC'd – this is where we get our run rate.

- Probate files were stored in filing cabinets, shelving and in letter/legal boxes.

**NOTICE OF SPECIAL MEETING  
HELD TUESDAY, MAY 3, 2022  
AT 9:00 O'CLOCK A.M.  
WITH ALL MEMBERS PRESENT  
COMMISSIONERS COURT OF GILLESPIE COUNTY, TEXAS**

Notice is hereby given that a Special Meeting of the Gillespie County Commissioners Court will be held on Tuesday, the 3rd day of May, 2022, at 9:00 a.m. in the Gillespie County Courthouse, Fredericksburg, Texas, at which time the following subjects will be discussed, considered, passed or adopted, to-wit:

- 1. Consider approval of request to pay overtime to JP #4 personnel to provide temporary assistance to JP #2.**

Motion by Commissioner Donnie Schuch  
Seconded by Commissioner Charles Olfers  
Approval of request to pay overtime to JP #4 personnel to provide temporary assistance to JP #2, and motion carried.

- 2. Consider approving the vendor and related estimate to repair the wrecked fire truck, and authorization for execution of documents.**

Motion by Commissioner Charles Olfers  
Seconded by Commissioner Keith Kramer  
Approving Riske Fleet Services and the related estimate to repair the wrecked fire truck, and authorization for execution of documents, and motion carried. (Said estimate will follow at the end of the minutes for May 3, 2022)

**ADJOURNED** at 9:17 o'clock a.m.

**AGENDA**  
**GILLESPIE COUNTY COMMISSIONERS COURT**  
**REGULAR MEETING**  
**MONDAY, MAY 9, 2022**  
**AT 9:00 O'CLOCK A.M.**  
**GILLESPIE COUNTY COURTHOUSE**  
**FREDERICKSBURG, TEXAS**  
**WITH ALL MEMBERS PRESENT**  
**WITH EXCEPTION OF COMMISSIONER**  
**DENNIS NEFFENDORF, PRECINCT 3**

1. Call meeting to order with Pledge of Allegiance being recited.
2. Consider approval of Bills & Claims and payments via electronic fund transfers.

Motion by Commissioner Keith Kramer  
Seconded by Commissioner Donnie Schuch  
Approval of Bills & Claims and Routine Claims for 4/27/2022 & 5/2/2022;  
and payments via electronic fund transfers, and motion carried.

3. Consider approval of Journal Entries & Budget Amendments (Line Item Transfers).

Motion by Commissioner Keith Kramer  
Seconded by Commissioner Donnie Schuch  
Approval of Journal Entries & Budget Amendments (Line Item Transfers),  
and motion carried. (Said line item transfers will follow at the end of  
the minutes for May 9, 2022,

4. Consider approval of payroll claims & related expenses.

Motion by Commissioner Charles Olfers  
Seconded by Commissioner Keith Kramer  
Approval of payroll claims & related expenses, and motion carried. (Said  
payroll claims & related expenses will follow at the end of the minutes  
for May 9, 2022)

5. Consider approval of Departmental Reports.

Motion by Commissioner Charles Olfers  
Seconded by Commissioner Keith Kramer  
J. D. Hickman, Justice of the Peace, Precinct 1, submitted his monthly  
report for the month ending March 31, 2022, which report was by the  
Court examined; And it appearing to the Court that the same be approved  
and ordered filed;

Linda McCann, Justice of the Peace, Precinct 3, submitted her monthly  
report for the month ending March 31<sup>st</sup> and April 30<sup>th</sup>, 2022, which reports  
were by the Court examined; And it appearing to the Court that the same  
be approved and ordered filed, and motion carried.

6. Consider approval of Fees of Office.

Motion by Commissioner Charles Olfers

Seconded by Commissioner Keith Kramer  
J. D. Hickman, Justice of the Peace, Precinct 1, submitted his March 2022 fees of office report; Linda McCann, Justice of the Peace, Precinct 3, submitted her March and April 2022 fees of office reports; Steve Wadsworth, County Attorney, submitted his April 2022 Hot Check Fund fees of office. Said reports as collected by each for the respective months were examined, approved, and ordered filed, and motion carried.

**7. Consider setting public hearing for replat of Tract 1A and Tract 1B in Grosser Himmel Ranch Subdivision, Precinct. 4.**

Motion by Commissioner Donnie Schuch  
Seconded by Commissioner Keith Kramer  
Approval for setting public hearing for replat of Tract 1A and Tract 1B in Grosser Himmel Ranch Subdivision, Precinct 4 for June 27, 2022 at 9:00 in Regular Commissioners Court Session, and motion carried. (Said request will follow at the end of the minutes for May 9, 2022)

**8. Consider setting public hearing for replat of Tract 60R and Tract 423R in Boot Ranch Subdivision, Phase 1, Precinct 4.**

Motion by Commissioner Donnie Schuch  
Seconded by Commissioner Charles Olfers  
Approval for setting public hearing for replat of Tract 60R and Tract 423R in Boot Ranch Subdivision, Phase 1, Precinct 4 for June 27, 2022 at 9:00 in Regular Commissioners Court Session, and motion carried. (Said request will follow at the end of the minutes for May 9, 2022)

**9. Consider setting public hearing for replat of Tract 502 and Tract 503 in Boot Ranch Subdivision, Phase 2, Section 1C, Precinct 4.**

Motion by Commissioner Donnie Schuch  
Seconded by Commissioner Charles Olfers  
Approval for setting public hearing for replat of Tract 502 and Tract 503 in Boot Ranch Subdivision, Phase 2, Section 1C, Precinct 4 for June 27, 2022 at 9:00 in Regular Commissioners Court Session, and motion carried. (Said request will follow at the end of the minutes for May 9, 2022)

**10. Consider setting public hearing for replat of Lots 136 and 137 of Loma Vista Ranch, Phase 2, Precinct 2.**

Motion by Commissioner Keith Kramer  
Seconded by Commissioner Donnie Schuch  
Approval for setting public hearing for replat of Lots 136 and 137 of Loma Vista Ranch, Phase 2, Precinct 2 for June 27, 2022 at 9:00 in Regular Commissioners Court Session, and motion carried. (Said request will follow at the end of the minutes for May 9, 2022)

**11. Consider setting public hearing for replat of Lot 142 of Loma Vista Ranch, Phase 2, Precinct 2.**

Motion by Commissioner Keith Kramer  
Seconded by Commissioner Donnie Schuch  
Approval for setting public hearing for replat of Lot 142 of Loma Vista Ranch, Phase 2, Precinct 2 for June 27, 2022 at 9:00 in Regular Commissioners Court Session, and motion carried. (Said request will follow at the end of the minutes for May 9, 2022)



**12. Consider approval of construction and installation of a cattle guard by Stephen Treibs on Metzger Road, Precinct 4.**

Motion by Commissioner Donnie Schuch  
Seconded by Commissioner Charles Olfers  
Approval of construction and installation of a cattle guard by Stephen Treibs on Metzger Road, Precinct 4, and motion carried.

**13. Consider approval of variance from platting requirements and minimum road frontage requirements requested by Philisha Barker, Precinct 2.**

Motion by Commissioner Keith Kramer  
Seconded by Commissioner Charles Olfers  
Approval of variance from platting requirements and minimum road frontage requirements requested by Philisha Barker, Precinct 2, and motion carried.

**14. Receive and accept resignation letter of Kelly Eckhardt, County Treasurer effective June 30, 2022 and consider taking appropriate action related to the vacancy in the office of Treasurer.**

Received resignation letter of Kelly Eckhardt, County Treasurer effective June 30, 2022.

Motion by Commissioner Donnie Schuch  
Seconded by Commissioner Keith Kramer  
Approval to accept resignation letter of Kelly Eckhardt, County Treasurer effective June 30, 2022, and motion carried. (Said letter will follow at the end of the minutes for May 9, 2022)  
Motion by Commissioner Charles Olfers  
Seconded by Commissioner Keith Kramer  
Approval of appointment of Dana Smith effective July 1, 2022 for an unexpired term, and motion carried.

**15. Consider approval of hiring personnel in Veteran's Service Office.**

Motion by Commissioner Keith Kramer  
Seconded by Commissioner Charles Olfers  
Approval of hiring Jahna Seelig as personnel in the Veteran's Service Office effective May 16, 2022 at per hourly rate of \$17.45, and motion carried.

**16. Discuss and consider new CDL training requirements and payments for training class.**

Motion by Commissioner Charles Olfers  
Seconded by Commissioner Keith Kramer  
Approval of new CDL training and payments for training classes to be charged to the precinct, and motion carried.

**17. Consider approval of advertising for personnel in Pioneer Memorial Library.**

No action taken on this agenda item.

**18. Consider approval of amendment to Tyler Technologies New World Public Safety maintenance contract to remove an unused product module and authorization for execution of documents.**

Motion by Commissioner Charles Olfers

Seconded by Commissioner Keith Kramer

Approval of amendment to Tyler Technologies New World Public Safety Maintenance contract to remove an unused product module and authorization for execution of documents, and motion carried. (Said contract will follow at the end of the minutes for May 9, 2022)

**19. Consider approval of agreement with the Cyber Security and Infrastructure Security Agency (CISA) to conduct vulnerability scanning of Gillespie County's public facing network infrastructure and authorization for execution of documents.**

Motion by Commissioner Donnie Schuch

Seconded by Commissioner Keith Kramer

Approval of agreement with the Cyber Security and Infrastructure Security Agency (CISA) to conduct vulnerability scanning of Gillespie County's public facing network infrastructure, at no fee and authorization for execution of documents, and motion carried. (Said contract will follow at the end of the minutes for May 9, 2022)

**20. Consider approval of purchase of ballots and programming for May 7, 2022 Election from Hart Intercivic.**

Motion by Commissioner Charles Olfers

Seconded by Commissioner Keith Kramer

Approval of purchase of ballots and programming for May 7, 2022 Election from Hart Intercivic at cost of \$12,069.49, and motion carried.

**21. Consider approval and acceptance of donation of bench for Pioneer Memorial Library.**

Motion by Commissioner Donnie Schuch

Seconded by Commissioner Keith Kramer

Approval and acceptance of donation of bench and plaque in memory of Librarian Brian McWithey, and motion carried.

**22. Consider approval of having the FHS NJROTC Battlin' Billies Battalion and Navy JROTC Booster Club display flags at the Courthouse and Annex #1 on flag display days.**

Motion by Commissioner Charles Olfers

Seconded by Commissioner Donnie Schuch

Approval of having the FHS NJROTC Battlin' Billies Battalion and Navy JROTC Booster Club display flags at the Courthouse and Annex #1 on flag display days at cost of \$180.00, and motion carried.

Commissioner Charles Olfers recused himself from the vote and conversation of this agenda item.

**23. Consider approval to provide office space for the Gillespie County Health Division in the USDA building on Frederick Drive, formerly occupied by the Texas Health and Human Services Commission.**

Motion by Commissioner Donnie Schuch

Seconded by Commissioner Keith Kramer

Approval to provide office space for the Gillespie County Health Division in the USDA building on Frederick Drive, formerly occupied by the Texas Health and Human Services Commission, and motion carried.

**24. Consider approval of hiring personnel in Sanitation/Floodplain Department.**

Motion by Commissioner Keith Kramer  
Seconded by Commissioner Charles Olfers  
Approval of hiring Belinda Lovato as personnel in Sanitation/Floodplain Department effective May 9, 2022 at per hourly rate of \$14.60, and motion carried.

**25. Consider approval to advertise miscellaneous items for sale on GovDeals for Elections Department.**

Motion by Commissioner Donnie Schuch  
Seconded by Commissioner Keith Kramer  
Approval to advertise miscellaneous items for sale on GovDeals for Elections Department, and motion carried. (Said list will follow at the end of the minutes for May 9, 2022)

**26. Consider approval of hiring personnel for vacant positions in the Sheriff's Office.**

Motion by Commissioner Charles Olfers  
Seconded by Commissioner Donnie Schuch  
Approval of hiring Adam Boyd effective May 9, 2022, as Deputy Sheriff, and Baily Schroeder effective within next 2 weeks at per hourly rate of \$26.69 as Deputy Sheriff, and motion carried.

**27. Consider approval of proposed repairs/maintenance of the windows at the Willow City School.**

Motion by Commissioner Charles Olfers  
Seconded by Commissioner Donnie Schuch  
Approval of proposed repairs/maintenance of windows at the Willow City School by Ralph Rode at total cost of \$35,970.00, and motion carried. (Said quote will follow at the end of the minutes for May 9, 2022)

**28. Consider approval of purchase of quick coupler and pins for county wide backhoe.**

Motion by Commissioner Charles Olfers  
Seconded by Commissioner Keith Kramer  
Approval of purchase of quick coupler and pins for county wide backhoe from RDO Equipment at a cost not to exceed \$1,500.00, and motion carried.

**29. Consider approval of purchase of dump trailer, Precinct 3.**

No action taken on this agenda item.

**30. Consider approval of purchase of cross conveyor(s), Precinct 3.**

Motion by Commissioner Donnie Schuch  
Seconded by Commissioner Keith Kramer  
Approval of purchase of cross conveyor, Precinct 3 at cost of \$8,243.16,  
and motion carried.

**31. Consider approval of roller rental, Precinct 3.**

No action taken on this agenda item.

**32. Consider approval of changes to the OSSF Fees charged in the Sanitation Department.**

Motion by Commissioner Charles Olfers  
Seconded by Commissioner Keith Kramer  
Approval of changes to the OSSF Fees charged in the Sanitation Department as presented, and motion carried. (Said fee schedule will follow at the end of the minutes for May 9, 2022)

**ADJOURNED** at 10:25 o'clock a.m.

**NOTICE OF SPECIAL MEETING  
HELD MONDAY, MAY 16, 2022  
AT 8:30 O'CLOCK A.M.  
WITH ALL MEMBERS PRESENT  
COMMISSIONERS COURT OF GILLESPIE COUNTY, TEXAS**

Notice is hereby given that a Special Meeting of the Gillespie County Commissioners Court will be held on Monday, the 16<sup>th</sup> day of May, 2022, at 8:30 a.m. in the Gillespie County Facilities Maintenance/IT building Conference Room, 97 Frederick Rd., Fredericksburg, Texas, at which time the following subjects will be discussed, considered, passed or adopted, to-wit:

- 1. Canvass votes from May 7, 2022 Constitutional Amendment Election, and consider approval of canvass.**

Motion by Commissioner Donnie Schuch  
Seconded by Commissioner Keith Kramer  
Approval of canvass of votes from May 7, 2022, Constitutional Amendment Election held at various polling locations in Gillespie County, Texas as reflected in Volume 8, Page 98, of the Election Records; and ballot supply for each polling locations as reflected in Volume 2, Page 127 of the Ballot Supply Box Records of Gillespie County, Texas, as presented, and motion carried.

**ADJOURNED** at 8:37 o'clock a.m.

AGENDA  
GILLESPIE COUNTY COMMISSIONERS COURT  
REGULAR MEETING  
MONDAY, MAY 23, 2022  
GILLESPIE COUNTY COURTHOUSE  
FREDERICKSBURG, TEXAS  
WITH ALL MEMBERS PRESENT  
9:00 O'CLOCK A.M.

1. Call meeting to order with the Pledge of Allegiance being recited.

2. Consider approval of Bills & Claims and payments via electronic fund transfers.

Motion by Commissioner Keith Kramer  
Seconded by Commissioner Donnie Schuch  
Approval of Bills & Claims, and Routine Claims dated 5/10/2022 & 5/12/2022; and payments via electronic fund transfers, and motion carried.

3. Consider approval of Journal Entries & Budget Amendments (Line Item Transfers).

Motion by Commissioner Keith Kramer  
Seconded by Commissioner Donnie Schuch  
Approval of Journal Entries & Budget Amendments (Line Item Transfers), with said changes and corrections, and motion carried. (Said Line Item Transfers will follow at the end of the minutes for May 23, 2022)

4. Consider approval of payroll claims & related expenses.

Motion by Commissioner Charles Olfers  
Seconded by Commissioner Dennis Neffendorf  
Approval of payroll claims & related expenses, and motion carried. (Said payroll claims & related expenses will follow at the end of the minutes for May 23, 2022)

5. Consider approval of Departmental Reports.

Motion by Commissioner Charles Olfers  
Seconded by Commissioner Dennis Neffendorf  
Carl E. Schoessow, Justice of the Peace, Precinct 4, submitted his monthly report for the month ending April 30, 2022, which report was by the Court examined; And it appearing to the Court that the same be approved and ordered filed;

Mary Lynn Rusche, Clerk of the Court, submitted her monthly statement of the County Clerk finances for the month ending April 30, 2022, and it appeared to the Court that said report is correct; It was ordered that the same be approved and ordered filed, and motion carried.

6. Consider approval of Fees of Office.

Motion by Commissioner Charles Olfers  
Seconded by Commissioner Dennis Neffendorf

Mary Lynn Rusche, County Clerk, submitted her April 2022 fees of office report; Vicki Schmidt, Tax Assessor-Collector, submitted her March and April 2022 fees of office reports; Carl E. Schoessow, Justice of the Peace, Precinct 4, submitted his April 2022 fees of office report. Said reports as collected by each for the respective months were examined, approved, and ordered filed, and motion carried.

- 7. Consider approval of selling of Ralph Ragland LLC's private hangar to Lighter Side of Travel, LLC and the termination of Ralph Ragland LLC's lease with Gillespie County, dated December 14, 2009, and authorization for execution of documents.**

Motion by Commissioner Charles Olfers  
Seconded by Commissioner Donnie Schuch  
Approval of selling of Ralph Ragland LLC's private hangar to Lighter Side of Travel, LLC and the termination of Ralph Ragland LLC's lease with Gillespie County, dated December 14, 2009, subject to approval of Item #8 and Judge's review of documents and approval, and authorization for execution of documents, and motion carried. (Said documents will follow at the end of the minutes for May 23, 2022)

- 8. Consider approval of private hangar lease between Gillespie County and Lighter Side of Travel, LLC, and authorization for execution of documents.**

Motion by Commissioner Donnie Schuch  
Seconded by Commissioner Charles Olfers  
Approval of private hangar lease between Gillespie County and Lighter Side of Travel, LLC, subject to Judge's review and approval, and authorization for execution of documents, and motion carried. (Said documents will follow at the end of the minutes for May 23, 2022)

- 9. Consider approval to advertise for Human Resources Director.**

Motion by Commissioner Donnie Schuch  
Seconded by Commissioner Charles Olfers  
Approval to advertise for Human Resources Director, subject to review of job description and salary, and motion carried.

- 10. Consider approval of out of state travel for AgriLife Extension.**

Motion by Commissioner Keith Kramer  
Seconded by Commissioner Charles Olfers  
Approval of out of state travel for AgriLife Extension, and motion carried.

- 11. Consider approval of request from Gillespie County Historical Society to add the Old Jail as part of Derek Spence's Fredericksburg Ghost Walk tour and allow limited inside viewing.**

Motion by Commissioner Donnie Schuch  
Seconded by Commissioner Dennis Neffendorf  
Approval of request from Gillespie County Historical Society to add the Old Jail as part of Derek Spence's Fredericksburg Ghost Walk tour and allow limited inside viewing, and motion carried.

**12. Consider approval of advertising for sale miscellaneous items in Annex 2 on GovDeals.**

Motion by Commissioner Charles Olfers  
Seconded by Commissioner Keith Kramer  
Approval of advertising for sale of miscellaneous items in Annex 2 on GovDeals, and motion carried.

**13. Consider approval of declaring unsold items from GovDeals as salvage and determine method of disposal.**

Motion by Commissioner Keith Kramer  
Seconded by Commissioner Charles Olfers  
Approval of declaring unsold items from GovDeals as salvage and to be placed in dumpster as method of disposal, and motion carried.

**14. Consider approval of purchase of dump trailer, Precinct 3.**

Motion by Commissioner Dennis Neffendorf  
Seconded by Commissioner Charles Olfers  
Approval of purchase of dump trailer at cost of \$17,816.07, and motion carried.

**15. Consider approval of roller rental, Precinct 3.**

No action taken on this agenda item.

**16. Consider approval of purchase of cross conveyer, Precinct 3.**

Motion by Commissioner Dennis Neffendorf  
Seconded by Commissioner Charles Olfers  
Approval of purchase of cross conveyer, Precinct 3 at cost of \$8,243.16, and motion carried.

**17. Consider approval of purchase of welder, Precinct 3.**

No action taken on this agenda item.

**18. Consider approval of price increase for the purchase of maintainer for Precinct 1 which was previously approved on 10-11-21.**

Motion by Commissioner Charles Olfers  
Seconded by Commissioner Keith Kramer  
Approval of price increase for the purchase of maintainer for Precinct 1, which was previously approved on October 11, 2021, and motion carried.

**19. Consider approval of advertising for personnel in AgriLife Extension Office.**

Motion by Commissioner Donnie Schuch  
Seconded by Commissioner Keith Kramer  
Approval of advertising for personnel in AgriLife Extension Office, and motion carried.



**20. Consider approval of renewal of Microsoft Office 365 licensing with Centre Technologies and authorization for execution of documents.**

Motion by Commissioner Donnie Schuch  
Seconded by Commissioner Charles Olfers  
Approval of renewal of Microsoft Office 365 licensing with Centre Technologies at cost of \$97,075.20, and authorization for execution of documents, and motion carried. (Said documents will follow at the end of the minutes for May 23, 2022)

**21. Consider approval of Inmate Communications Addendum Agreement between Gillespie County and NCIC Inmate Communications, Inc., and authorization for execution of documents.**

Motion by Commissioner Charles Olfers  
Seconded by Commissioner Keith Kramer  
Approval of Inmate Communications Addendum Agreement between Gillespie County and NCIC Inmate Communications, Inc., subject to Judge's approval, and authorization for execution of documents, and motion carried. (Said documents will follow at the end of the minutes for May 23, 2022)

**22. Consider approval of accepting donations of books and other items for library.**

Motion by Commissioner Keith Kramer  
Seconded by Commissioner Charles Olfers  
Approval of accepting 3,218 donates of books and other items for library for time period of November 8, 2021 thru May 17, 2022, and motion carried. (Said documentation will follow at the end of the minutes for May 23, 2022)

**23. Consider approval of declaring obsolete, damaged, and unusable books and other items as salvage for recycling.**

Motion by Commissioner Keith Kramer  
Seconded by Commissioner Charles Olfers  
Approval of declaring 1,542 obsolete, damaged, and unusable books and other items as salvage for recycling, and motion carried. (Said documentation will follow at the end of the minutes for May 23, 2022)

**24. Consider approval of hiring personnel for vacant positions in the Sheriff's Office.**

Motion by Commissioner Charles Olfers  
Seconded by Commissioner Keith Kramer  
Approval of hiring Lauren Dorries as Jailer, for vacant position in the Sheriff's Office, at per hourly rate of \$18.31, effective in approximately two weeks, and motion carried.

**25. Consider approval of advertising for sale roller shelving in County Clerk's office.**

Motion by Commissioner Charles Olfers  
Seconded by Commissioner Keith Kramer  
Approval of advertising for sale of roller shelving located in the County Clerk's office on GovDeals, and motion carried.

ADJOURNED at 9:59 o'clock a.m.

**NOTICE OF SPECIAL MEETING  
HELD FRIDAY, MAY 27, 2022  
AT 9:00 O'CLOCK A.M.  
GILLESPIE COUNTY COURTHOUSE  
WITH ALL MEMBERS PRESENT  
COMMISSIONERS COURT OF GILLESPIE COUNTY, TEXAS**

Notice is hereby given that a Special Meeting of the Gillespie County Commissioners Court will be held on Friday, the 27<sup>th</sup> day of May, 2022, at 9:00 a.m. in the Gillespie County Courthouse, Fredericksburg, Texas, at which time the following subjects will be discussed, considered, passed or adopted, to-wit:

Public participation form filed: Sheriff Buddy Mills regarding Item #2-compensation of salaries of the Sheriff Office and other departments. Not to choose one department for more compensation would cause disruption of all other departments.

- 1. Consider approval of Consulting Services Agreement for 4339 Morris Ranch Road project, Precinct 3, and authorization for execution of documents.**

Motion by Commissioner Dennis Neffendorf  
Seconded by Commissioner Donnie Schuch  
Approval of Consulting Services Agreement for 4339 Morris Ranch Road project with Mark Cornett, and authorization for execution of documents, and motion carried.

- 2. Discuss staffing shortages in emergency response personnel positions and consider taking appropriate action related thereto.**

Les Metzler, Communications Director, presented to the court that the staffing shortages in emergency personnel positions are in critical stage. Request for \$5 per hour increase.  
Discussion was held, but no action was taken on this agenda item.

**ADJOURNED** at 10:45 o'clock a.m.

The foregoing minutes of the Commissioners Court on pages thru , both inclusive, were read over and approved in open Commissioners Court on August 22, 2022.

ATTEST: \_\_\_\_\_ COUNTY CLERK.

**NOTICE OF SPECIAL MEETING  
HELD THURSDAY, JUNE 2, 2022  
AT 9:00 O'CLOCK A.M.  
WITH ALL MEMBERS PRESENT  
COMMISSIONERS COURT OF GILLESPIE COUNTY, TEXAS**

Notice is hereby given that a Special Meeting of the Gillespie County Commissioners Court will be held on Thursday, the 2<sup>nd</sup> day of June, 2022, at 9:00 a.m. in the Gillespie County Courthouse, Fredericksburg, Texas, at which time the following subjects will be discussed, considered, passed or adopted, to-wit:

- 1. Receive and discuss presentation of insurance proposals from representatives of USI Insurance Services.**

Received and discussed presentation of insurance proposals from representative Phillip Briscoe of USA Insurance Services.

**ADJOURNED** at 9:49 o'clock a.m.

**NOTICE OF SPECIAL MEETING  
HELD FRIDAY, JUNE 3, 2022  
AT 9:00 O'CLOCK A.M.  
WITH ALL MEMBERS PRESENT,  
WITH EXCEPTION OF CHARLES OLFERS, COMM. PCT. 1  
COMMISSIONERS COURT OF GILLESPIE COUNTY, TEXAS**

Notice is hereby given that a Special Meeting of the Gillespie County Commissioners Court will be held on Friday, the 3<sup>rd</sup> day of June, 2022, at 9:00 a.m. in the Gillespie County Courthouse, Fredericksburg, Texas, at which time the following subjects will be discussed, considered, passed or adopted, to-wit:

- 1. Receive and discuss presentation of insurance proposal from Texas Association of Counties.**

Received and discussed presentation of insurance proposal from representative Victor Uvalle of Texas Association of Counties.

**ADJOURNED** at 10:28 o'clock a.m.

**NOTICE OF SPECIAL MEETING  
HELD ON FRIDAY, JUNE 10, 2022  
AT 9:00 O'CLOCK A.M.  
WITH ALL MEMBERS PRESENT  
COMMISSIONERS COURT OF GILLESPIE COUNTY, TEXAS**

Notice is hereby given that a Special Meeting of the Gillespie County Commissioners Court will be held on Friday, the 10<sup>th</sup> day of June, 2022, at 9:00 a.m. in the Gillespie County Courthouse, Fredericksburg, Texas, at which time the following subjects will be discussed, considered, passed or adopted, to-wit

- 1. Discuss insurance proposals received for property & casualty and liability coverages along with proposal from USI to act as County's agent, and consider taking appropriate action related thereto, and authorization for execution of documents.**

Motion by Commissioner Charles Olfers  
Seconded by Commissioner Donnie Schuch  
Approval to renew Airport policy with USI thru Old Republic Insurance, and motion carried.

Motion by Commissioner Donnie Schuch  
Seconded by Commissioner Charles Olfers  
Approval to accept proposal for property & casualty and liability coverages with Texas Association of Counties (TAC) with Higher End and Lower end as discussed and increase of what may be necessary, and motion carried.

Motion by Commissioner Dennis Neffendorf  
Seconded by Commissioner Charles Olfers  
Approval to not accept USI to act as County's agent, and motion carried.

**ADJOURNED** at 9:37 o'clock a.m.

**AGENDA**  
**GILLESPIE COUNTY COMMISSIONERS COURT**  
**REGULAR MEETING**  
**MONDAY, JUNE 13, 2022**  
**GILLESPIE COUNTY COURTHOUSE**  
**FREDERICKSBURG, TEXAS**  
**9:00 O'CLOCK A.M.**  
**WITH ALL MEMBERS PRESENT WITH**  
**EXCEPTION OF COMMISSIONER DONNIE SCHUCH, PCT. 4**

**1. Call meeting to order with Pledge of Allegiance being recited.**

**2. Consider approval of Bills & Claims and payments via electronic fund transfers.**

Motion by Commissioner Keith Kramer  
Seconded by Commissioner Charles Olfers  
Approval of Bills & Claims, and Routine claims 5/17/2022; 5/24/2022; 5/25/2022; 5/31/2022; 6/1/2022; 6/2/2022; and 6/7/2022; and payments via electronic fund transfers, and motion carried.

**3. Consider approval of Journal Entries & Budget Amendments (Line Item Transfers).**

Motion by Commissioner Keith Kramer  
Seconded by Commissioner Charles Olfers  
Approval of Journal Entries & Budget Amendments (Line Item Transfers), and motion carried. (Said line item transfers will follow at the end of the minutes for June 13, 2022)

**4. Consider approval of payroll claims & related expenses.**

Motion by Commissioner Charles Olfers  
Seconded by Commissioner Dennis Neffendorf  
Approval of payroll claims & related expenses for paydates of May 27, 2022 and June 10, 2022, and motion carried. (Said payroll claims & related expenses will follow at the end of the minutes for June 13, 2022)

**5. Consider approval of Departmental Reports.**

Motion by Commissioner Charles Olfers  
Seconded by Commissioner Dennis Neffendorf  
Kelly Eckhardt, County Treasurer, submitted her monthly report for the month ending April 30, 2022 and Investment report for month ending April 30, 2022, which reports were by the Court examined; And it appearing to the Court that the same be approved and ordered filed;

J. D. Hickman, Justice of the Peace, Precinct No. 1, submitted his monthly report for the month ending April 30, 2022, which report was by the Court examined; And it appearing to the Court that the same be approved and ordered filed;

Mary Lynn Rusche, Clerk of the Court, submitted her monthly statement of the County Clerk finances for the month ending May 31, 2022, and it appeared to the Court that the report is correct; It was ordered that

the same be approved and ordered filed, and motion carried. (Said investment report will follow at the end of the minutes for June 13, 2022)

**6. Consider approval of Fees of Office.**

Motion by Commissioner Charles Olfers  
Seconded by Commissioner Dennis Neffendorf  
Mary Lynn Rusche, County Clerk, submitted her May 2022 fees of office report; Kelly Eckhardt, County Treasurer, submitted her April 2022 fees of office report and April 2022 Investment report; Vicki Schmidt, County Tax Assessor-Collector, submitted her May 2022 fees of office reports; Buddy Mills, Sheriff, submitted his May 2022 fees of office report; J.D. Hickman, Justice of the Peace, Precinct 1, submitted his April 2022 fees of office; Steve Wadsworth, County Attorney, submitted his May 2022 Hot Check Fund fees of office report. Said reports as collected by each for the respective months were examined, approved, and ordered filed, and motion carried. (Said investment report will follow at the end of the minutes for June 13, 2022)

**7. Consider approval of Commissioners Court Minutes for February 4<sup>th</sup>, 10<sup>th</sup>, 14<sup>th</sup>, & 28<sup>th</sup>, 2022, and March 1<sup>st</sup> 4<sup>th</sup>, 9<sup>th</sup>, 14<sup>th</sup>, 15<sup>th</sup>, 16<sup>th</sup>, 28<sup>th</sup>, & 31<sup>st</sup>, 2022, and April 5<sup>th</sup>, 8<sup>th</sup>, 11<sup>th</sup>, 18<sup>th</sup>, 25<sup>th</sup>, & 26<sup>th</sup>, 2022.**

Motion by Commissioner Keith Kramer  
Seconded by Commissioner Charles Olfers  
Approval of Commissioners Court Minutes for February 4<sup>th</sup>, 10<sup>th</sup>, 14<sup>th</sup>, & 28<sup>th</sup>, 2022, and March 1<sup>st</sup> 4<sup>th</sup>, 9<sup>th</sup>, 14<sup>th</sup>, 15<sup>th</sup>, 16<sup>th</sup>, 28<sup>th</sup>, & 31<sup>st</sup>, 2022, and April 5<sup>th</sup>, 8<sup>th</sup>, 11<sup>th</sup>, 18<sup>th</sup>, 25<sup>th</sup>, & 26<sup>th</sup>, 2022, with corrections as presented to the court, and motion carried.

8. Receive update from representatives of The Texas Department of State Health Services of annual county and regional reports.

Bridget Waller, representative of the Texas Department of State Health Services, gave annual county and regional reports.

**9. Consider approval of final plat of Boot Ranch Subdivision, Phase 2, Section 24.**

Motion by Commissioner Charles Olfers  
Seconded by Commissioner Keith Kramer  
Approval of final plat of Boot Ranch Subdivision, Phase 2, Section 24, subject to bond approval and reviewed by Donnie Schuch, Commissioner Precinct 4 and Mark Stroehrer, County Judge, and motion carried. (Said request will follow at the end of the minutes for June 13, 2022)

**10. Consider approval of variances from the County's subdivision regulations concerning lots in Boot Ranch Subdivision, Phase 2, Section 24 as requested by Boot Ranch Holdings, LLC as follows:**

- a. Allowance of lot frontage of less than 200 ft. along roadway and less than 100 ft. along cul-de-sac. (Lots affected: 815, 818, 820, 845).
- b. Allowance of 50 ft. radius cul-de-sac R.O.W.
- c. Allowance of 40 ft. radius cul-de-sac pavement.
- d. Allowance of 20ft. wide roadway pavement with 2 ft. shoulders. (Residential lots).



**e. Allowance of 50 ft. wide private street R.O.W.**

Motion by Commissioner Keith Kramer

Seconded by Commissioner Dennis Neffendorf

Approval of variances from the County's subdivision regulations concerning lots in Boot Ranch Subdivision, Phase 2, Section 24 as requested by Boot Ranch Holdings, LLC as follows:

- a. Allowance of lot frontage of less than 200 ft. along roadway and less than 100 ft. along cul-de-sac. (Lots affected: 815, 818, 820, 845).
- b. Allowance of 50 ft. radius cul-de-sac R.O.W.
- c. Allowance of 40 ft. radius cul-de-sac pavement.
- d. Allowance of 20ft. wide roadway pavement with 2 ft. shoulders. (Residential lots).
- e. Allowance of 50 ft. wide private street R.O.W.

Subject to final approval of Item #9, and motion carried. (Said request will follow at the end of the minutes for June 13, 2022)

**11. Consider approval of final plat of Boot Ranch Subdivision, Phase 2, Section 25.**

Motion by Commissioner Keith Kramer

Seconded by Commissioner Charles Olfers

Approval of final plat of Boot Ranch Subdivision, Phase 2, Section 25, subject to bond approval by Donnie Schuch, Commissioner Precinct 4 and Mark Stroehrer, County Judge, and motion carried. (Said request will follow at the end of the minutes for June 13, 2022)

**12. Consider approval of variances from the County's subdivision regulations concerning lots in Boot Ranch Subdivision, Phase 2, Section 25 as requested by Boot Ranch Holdings, LLC as follows:**

- a. Allowance of lot frontage of less than 200 ft. along roadway. (Lots affected: 828, 829).
- b. Allowance of 20 ft. wide roadway pavement with 2 ft. shoulders. (Residential lots).
- c. Allowance of 50 ft. wide private street R.O.W.

Motion by Commissioner Keith Kramer

Seconded by Commissioner Dennis Neffendorf

Approval of variances from the County's subdivision regulations concerning lots in Boot Ranch Subdivision, Phase 2, Section 25 as requested by Boot Ranch Holdings, LLC as follows:

- a. Allowance of lot frontage of less than 200 ft. along roadway. (Lots affected: 828, 829).
- b. Allowance of 20 ft. wide roadway pavement with 2 ft. shoulders. (Residential lots).
- c. Allowance of 50 ft. wide private street R.O.W.

Subject to final approval of Item #11, and motion carried. (Said request will follow at the end of the minutes for June 13, 2022)

**13. Consider approval of final plat of The Views Subdivision, Precinct 3.**

Motion by Commissioner Dennis Neffendorf

Seconded by Commissioner Charles Olfers

Approval of final plat of The Views Subdivision, Precinct 3, subject to bond or letter of credit to be submitted, and motion carried.

**14. Consider approval of preliminary plat of Boot Ranch Subdivision, Phase 2, Section 22A.**

Motion by Commissioner Charles Olfers  
Seconded by Commissioner Keith Kramer  
Approval of preliminary plat of Boot Ranch Subdivision, Phase 2, Section 22A, and motion carried.

**15. Consider approval of proposal by and contract with Hull Millwork, LLC for historic preservation work on the Old Jail (1883) located at San Antonio Street, and authorization for execution of documents.**

Motion by Commissioner Charles Olfers  
Seconded by Commissioner Dennis Neffendorf  
Approval of proposal by and contract with Hull Millwork, LLC for historic preservation work on the Old Jail (1883) located at San Antonio Street, from Hot Funds for a quote price of \$49,653.48, and authorization for execution of documents, and motion carried.

**16. Consider approval of variance from platting requirements requested by John and Donna Flowers, Precinct 3.**

Motion by Commissioner Dennis Neffendorf  
Seconded by Commissioner Charles Olfers  
Approval of variance from platting requirements requested by John and Donna Flowers, Precinct 3, and motion carried.

**17. Consider approval of a summer intern in the County Attorney's Office.**

Motion by Commissioner Charles Olfers  
Seconded by Commissioner Keith Kramer  
Approval of a summer intern in the County Attorney's Office, subject to insurance approval, and motion carried. (Said agreement will follow at the end of the minutes for June 13, 2022)

**18. Consider approval of County's employee benefit plan renewal through Texas Association of Counties Health & Employee Benefits Pool, and authorization for execution of documents.**

Motion by Commissioner Charles Olfers  
Seconded by Commissioner Keith Kramer  
Approval of keeping current plan for County's employee benefit plan renewal through Texas Association of Counties Health & Employee Benefits Pool, and authorization for execution of documents, and motion carried. (Said documents will follow at the end of the minutes for June 13, 2022)

**19. Consider approval of hiring part-time personnel in Elections Department.**

Motion by Commissioner Dennis Neffendorf  
Seconded by Commissioner Charles Olfers

Approval of hiring Michelle Ashford as part-time personnel in Elections Department effective June 19, 2022 at per hourly rate of \$12.25, and motion carried.

**20. Consider approval of the transferring of a jailer to Patrol Deputy position in Sheriff's Office.**

Motion by Commissioner Keith Kramer  
Seconded by Commissioner Charles Olfers  
Approval of transferring Rory Doss from jailer to Patrol Deputy position in Sheriff's Office effective June 13, 2022, at a per hourly rate of \$22.67, and motion carried.

**21. Consider approval of Non-Corporate Resolution with Financial Northeastern and Multi-Bank Securities for financial transactions concerning the County's accounts effective July 1, 2022, and authorization for execution of documents.**

Motion by Commissioner Charles Olfers  
Seconded by Commissioner Keith Kramer  
Approval of Non-Corporate Resolution with Financial Northeastern and Multi-Bank Securities for financial transactions concerning the County's accounts effective July 1, 2022, and authorization for execution of documents, and motion carried. (No documents will be attached due to confidential information)

**22. Consider approval of Resolution Amending Authorized Representatives with TexPool for financial transactions concerning the County's account effective July 1, 2022, and authorization for execution of documents.**

Motion by Commissioner Keith Kramer  
Seconded by Commissioner Charles Olfers  
Approval of Resolution Amending Authorized Representatives with TexPool for financial transactions concerning the County's account effective July 1, 2022, and authorization for execution of documents, and motion carried. (No documents will be attached due to confidential information)

**23. Consider approval of Signatory Amendment Form with Texas Class for financial transactions concerning the County's accounts effective July 1, 2022, and authorization for execution of documents.**

Motion by Commissioner Keith Kramer  
Seconded by Commissioner Charles Olfers  
Approval of Signatory Amendment Form with Texas Class for financial transactions concerning the County's accounts effective July 1, 2022, and authorization for execution of documents, and motion carried. (No documents will be attached due to confidential information)

**24. Consider approval to remove Kelly Eckhardt and add Dana Smith as an authorized signer for financial transactions concerning the County's accounts with Texas Regional Bank.**

Motion by Commissioner Charles Olfers  
Seconded by Commissioner Keith Kramer  
Approval to remove Kelly Eckhardt and add Dana Smith as an authorized signer for financial transactions concerning the County's accounts with Texas Regional Bank, and motion carried.

**25. Receive and accept resignation/retirement letter of Mary Lynn Rusche, County Clerk effective July 15<sup>th</sup>, 2022 and consider taking appropriate action related to the vacancy in the office of County Clerk.**

Motion by Commissioner Charles Olfers  
Seconded by Commissioner Keith Kramer  
Approval to accept resignation/retirement letter of Mary Lynn Rusche, County Clerk, effective July 15<sup>th</sup>, 2022, and motion carried. (Said letter will follow at the end of the minutes for June 13, 2022)

Motion by Commissioner Charles Olfers  
Seconded by Commissioner Dennis Neffendorf  
Approval to appoint Lindsey Brown to the vacancy in the office of the County Clerk effective July 16<sup>th</sup>, 2022 for an unexpired term, and motion carried.

**26. Consider approval of purchasing two cross conveyors, Precinct 3.**

Motion by Commissioner Dennis Neffendorf  
Seconded by Commissioner Charles Olfers  
Approval of purchasing two cross conveyors, Precinct 3 from NED for total quoted price of \$28,317.56, and motion carried.

**27. Consider approval of designating Garrett Insurance as the agent of record for Gillespie County's MASA plan, and authorization for execution of documents.**

Motion by Commissioner Charles Olfers  
Seconded by Commissioner Keith Kramer  
Approval of designating Garrett Insurance as the agent of record for Gillespie County's MASA plan, and authorization for execution of documents, and motion carried. (No documents submitted prior to approval of minutes)

**28. Consider approval of hiring personnel for vacant positions in the Sheriff's Office.**

Motion by Commissioner Dennis Neffendorf  
Seconded by Commissioner Charles Olfers  
Approval of hiring Edwardo DeLeon and Erin Crane, as Jailer personnel for vacant positions in the Sheriff's Office, effective June 13, 2022 at per hourly rate of \$18.31, and motion carried.

**29. Consider approval of variance from platting and minimum road frontage requirements requested by Gary Liddell, Precinct 4.**

Motion by Commissioner Charles Olfers  
Seconded by Commissioner Keith Kramer  
Approval of variance from platting and minimum road frontage requirements requested by Gary Liddell, Precinct 4, and motion carried.

**30. Consider approval to advertise for personnel at Pioneer Memorial Library.**

Motion by Commissioner Keith Kramer  
Seconded by Commissioner Charles Olfers

Approval to advertise for Library Director/Administrator at Pioneer Memorial Library, and motion carried.

Motion by Commissioner Keith Kramer

Seconded by Commissioner Dennis Neffendorf

Approval of salary range of \$50,000.00-\$70,000.00, based on experience, and motion carried. (Said job description will follow at the end of the minutes for June 13, 2022)

- 31. Consider adoption of alternate procedure pursuant to Texas Loc. Gov't. Code Sec. 262.0245 to procure road materials which received no competitive bid.**

No action taken on this agenda item.

- 32. Consider approval to release surety bond for grading, paving, and drainage in Boot Ranch Subdivision, Phase 2, Sections 4 & 5.**

Motion by Commissioner Charles Olfers

Seconded by Commissioner Dennis Neffendorf

Approval to release surety bond for grading, paving, and drainage in Boot Ranch Subdivision, Phase 2, Sections 4 & 5, and motion carried.

- 33. Consider approval to release letter of credit for grading, paving, drainage, and water system in Reservation Ranch Subdivision.**

Motion by Commissioner Keith Kramer

Seconded by Commissioner Charles Olfers

Approval to release letter of credit for grading, paving, drainage, and water system in Reservation Ranch Subdivision, and motion carried. (Said request will follow at the end of the minutes for June 13, 2022)

- 34. Consider approval of hiring Neffendorf & Blocker, PC to perform agreed upon procedures for an exit review of the County Clerk and County Treasurer.**

Motion by Commissioner Keith Kramer

Seconded by Commissioner Charles Olfers

Approval of hiring Neffendorf & Blocker, PC to perform agreed upon procedures for an exit review of the County Clerk and County Treasurer, and motion carried.

Motion by Commissioner Charles Olfers

Seconded by Commissioner Dennis Neffendorf

Approval of cost to not exceed \$10,000.00 for Neffendorf & Blocker, PC to perform exit review, and motion carried.

- 35. Consider approval of hiring personnel in County Clerk's Office.**

No action taken on this agenda item.

- 36. Consider approval of advertising for sale miscellaneous items on GovDeals.**

Motion by Commissioner Charles Olfers

Seconded by Commissioner Keith Kramer

Approval of advertising for sale of miscellaneous items on GovDeals,  
and motion carried.

**37. Consider approval to cancel Kelly Eckhardt's bond and approval of  
bond for Dana Smith effective July 1<sup>st</sup>.**

Motion by Commissioner Keith Kramer  
Seconded by Commissioner Charles Olfers  
Approval to cancel Kelly Eckhardt's bond and approval of bond for Dana  
Smith effective July 1<sup>st</sup>, 2022, and motion carried.

**ADJOURNED** at 10:33 o'clock a.m.

**AGENDA**  
**GILLESPIE COUNTY COMMISSIONERS COURT**  
**REGULAR MEETING**  
**MONDAY, JUNE 27, 2022**  
**GILLESPIE COUNTY COURTHOUSE**  
**FREDERICKSBURG, TEXAS**  
**9:00 O'CLOCK A.M.**  
**WITH ALL MEMBERS PRESENT**

**1. Call meeting to order with Pledge of Allegiance being recited.**

**2. Consider approval of Bills & Claims and payments via electronic fund transfers.**

Motion by Commissioner Keith Kramer  
Seconded by Commissioner Donnie Schuch  
Approval of Bills & Claims, and Routine Bills & Claims dated June 16<sup>th</sup>, June 22, and June 24<sup>th</sup>, 2022; and payments via electronic fund transfers, and motion carried.

**3. Consider approval of Journal Entries & Budget Amendments (Line Item Transfers).**

Motion by Commissioner Keith Kramer  
Seconded by Commissioner Donnie Schuch  
Approval of Journal Entries & Budget Amendments (Line Item Transfers), and motion carried. (Said Line Item Transfers will follow at the end of the minutes for June 27, 2022)

**4. Consider approval of payroll claims & related expenses.**

No Payroll claims and related expenses filed for this court agenda.

**5. Consider approval of Departmental Reports.**

Motion by Commissioner Charles Olfers  
Seconded by Commissioner Keith Kramer  
J. D. Hickman, Justice of the Peace, Precinct 1, submitted his monthly report for the month ending May 31, 2022, which report was by the Court examined; And it appearing to the Court that the same be approved and ordered filed;

Linda McCann, Justice of the Peace, Precinct 3, submitted her monthly report for the month ending May 31, 2022, which report was by the Court examined; And it appearing to the Court that the same be approved and ordered filed, and motion carried.

**6. Consider approval of Fees of Office.**

Motion by Commissioner Charles Olfers  
Seconded by Commissioner Keith Kramer  
J.D. Hickman, Justice of the Peace, Precinct 1, submitted his May 2022 fees of office report; Linda McCann, Justice of the Peace, Precinct 3, submitted her May 2022 fees of office. Said reports as collected by

each for the respective months were examined, approved, and ordered filed, and motion carried.

**7. Consider implementing a burn ban.**

Motion by Commissioner Donnie Schuch  
Seconded by Commissioner Keith Kramer  
Approval of reinstating the implantation of a burn ban for 90 days, with authority to County Judge to remove the burn ban, and motion carried. (Said resolution will follow at the end of the minutes for June 27, 2022)

**OPENED PUBLIC HEARING at 9:04 o'clock a.m.:**

**8. Public hearing for replat of Tract 1A and Tract 1B in Grosser Himmel Ranch Subdivision, Precinct. 4.**

County Judge Mark Stroehler opened public hearing for replat of Tract 1A and Tract 1B in Grosser Himmel Ranch Subdivision, Precinct 4. With no public comments made, the County Judge closed the public hearing.

**CLOSED PUBLIC HEARING at 9:05 o'clock a.m.**

**9. Consider approval of Application to replat Tract 1A and Tract 1B in Grosser Himmel Ranch Subdivision, Precinct 4.**

Motion by Commissioner Donnie Schuch  
Seconded by Commissioner Charles Olfers  
Approval of Application to replat Tract 1A and Tract 1B in Grosser Himmel Ranch Subdivision, Precinct 4, and motion carried.

**OPENED PUBLIC HEARING at 9:05 o'clock a.m.:**

**10. Public hearing for replat of Tract 60R and Tract 423R in Boot Ranch, Phase 1, Subdivision, Precinct 4.**

County Judge Mark Stroehler opened public hearing for replat of Tract 60R and Tract 423R in Boot Ranch, Phase 1, Subdivision, Precinct 4. With no public comments made, the County Judge closed the public hearing.

**CLOSED PUBLIC HEARING at 9:06 o'clock a.m.**

**11. Consider approval of Application to replat Tract 60R and Tract 423R in Boot Ranch, Phase 1, Subdivision, Precinct 4.**

Motion by Commissioner Donnie Schuch  
Seconded by Commissioner Charles Olfers  
Approval of Application to replat Tract 60R and Tract 423R in Boot Ranch, Phase 1, Subdivision, Precinct 4, and motion carried.

**OPENED PUBLIC HEARING at 9:07 o'clock a.m.:**

**12. Public hearing for replat of Lot 502 and Lot 503 in Boot Ranch Subdivision, Phase 2, Section 1C, Precinct 4.**



County Judge Mark Stroehler opened public hearing for replat of Lot 502 and Lot 503 in Boot Ranch Subdivision, Phase 2, Section 1C, Precinct 4. With no public comments made, the County Judge closed the public hearing.

**CLOSED PUBLIC HEARING at 9:07 o'clock a.m.**

**13. Consider approval of Application to replat Lot 502 and Lot 503 in Boot Ranch Subdivision, Phase 2, Section 1C, Precinct 4.**

Motion by Commissioner Donnie Schuch  
Seconded by Commissioner Keith Kramer  
Approval of Application to replat Lot 502 and 503 in Boot Ranch Subdivision, Phase 2, Section 1C, Precinct 4, and motion carried.

**OPENED PUBLIC HEARING at 9:09 o'clock a.m.:**

**14. Public hearing for replat of Lots 136 and 127 of Loma Vista Ranch, Phase 2, Precinct 2.**

County Judge Mark Stroehler opened public hearing for replat of Lots 136 and 127 of Loma Vista Ranch, Phase 2, Precinct 2. Don Mullonx stated that the agenda was incorrect with the lot number and should be corrected to Lots 136 and 137 as stated in original petition for replat. After no other public comments made, the County Judge closed the public hearing.

**CLOSED PUBLIC HEARING at 9:10 o'clock a.m.**

**15. Consider approval of Application to replat Lots 136 and 137 of Loma Vista Ranch, Phase 2, Precinct 2.**

Motion by Commissioner Keith Kramer  
Seconded by Commissioner Charles Olfers  
Approval of Application to replats Lots 136 and 137 of Loma Vista Ranch, Phase 2, Precinct 3, and motion carried.

**OPENED PUBLIC HEARING at 9:11 o'clock a.m.:**

**16. Public hearing for replat of Lot 142 of Loma Vista Ranch, Phase 2, Precinct 2.**

County Judge Mark Stroehler opened public hearing for replat of Lot 142 of Loma Vista Ranch, Phase 2, Precinct 2. With no public comments made, the County Judge closed the public hearing.

**CLOSED PUBLIC HEARING at 9:12 o'clock a.m.**

**17. Consider approval of Application to replat Lot 142 of Loma Vista Ranch, Phase 2, Precinct 2.**

Motion by Commissioner Keith Kramer  
Seconded by Commissioner Donnie Schuch  
Approval of Application to replat Lot 142 of Loma Vista Ranch, Phase 2, Precinct 2, and motion carried.

**18. Consider approval of final plat of Loma Vista Ranch, Phase 3, Precinct 2.**

Motion by Commissioner Keith Kramer  
Seconded by Commissioner Charles Olfers  
Approval of final plat and bond of Loma Vista Ranch, Phase 3, Precinct 2 and motion carried.

**19. Consider approval of final plat of Boot Ranch Subdivision, Phase 2, Section 22A for Lots 767 thru 774.**

Motion by Commissioner Donnie Schuch  
Seconded by Commissioner Keith Kramer  
Approval of final plat of Boot Ranch Subdivision, Phase 2, Section 22A for Lots 767 thru 774, and motion carried. (Said request will follow at the end of the minutes for June 27, 2022)

**20. Consider approval of variances from the County's subdivision regulations concerning lots in Boot Ranch Subdivision, Phase 2, Section 22A as requested by Boot Ranch Holdings, LLC as follows:**

- a. Allowance of lot frontage of less than 200 ft. along roadway. (Lots affected: 767, 768, 769, 770, 771, 772, and 773)
- b. Allowance of Lot size less than one acre. (Lots affected: 769, 770, 771, 772, 773, and 774)

Motion by Commissioner Donnie Schuch  
Seconded by Commissioner Keith Kramer  
Approval of variances from the County's subdivision regulations concerning lots in Boot Ranch Subdivision, Phase 2, Section 22A as requested by Boot Ranch Holdings, LLC as follows:

- a. Allowance of lot frontage of less than 200 ft. along roadway. (Lots affected: 767, 768, 769, 770, 771, 772, and 773)
- b. Allowance of Lot size less than one acre. (Lots affected: 769, 770, 771, 772, 773, and 774)

And motion carried.

**21. Receive report from AgriLife Extension Office on State 4-H Round up.**

Shea Nebgen and Emily Grant representatives from AgriLife Extension Office, introduced six 4-H members to present and update on State 4-H Round Up and their achievements at the different competitions.

**22. Receive report from representatives concerning the Good Samaritan Center.**

Receive report from John Willome, representative from the Good Samaritan Center on updates of medical programs, dental clinic, mental health counseling and hiring of a Community Health Worker. Future programs for social determinants of health for all needs. (Said report will follow at the end of the minutes for June 27, 2022)

**23. Consider approval of proposal from DR Welding & Construction, Inc. to repair airport tractor shed, and authorization for execution of documents.**

Motion by Commissioner Keith Kramer

Seconded by Commissioner Donnie Schuch  
Approval of proposal from DR Welding & Construction, Inc. to repair airport tractor shed at cost of \$4,677.00, and authorization for execution of documents, and motion carried. (Said proposal will follow at the end of the minutes for June 27, 2022)

**24. Consider approval of selling of James Kemp's private hangar to 3K Aero, LLC and the termination of James Kemp's lease with Gillespie County, dated August 1, 2007, and authorization for execution of documents.**

Motion by Commissioner Keith Kramer  
Seconded by Commissioner Donnie Schuch  
Approval of selling of James Kemp's private hangar to 3K Aero, LLC and the termination of James Kemp's lease with Gillespie County, dated August 1, 2007, and authorization for execution of documents, and motion carried. (No document submitted prior to approval of minutes)

**25. Consider approval of private hangar lease between Gillespie County and 3K Aero, LLC, and authorization for execution of documents.**

Motion by Commissioner Keith Kramer  
Seconded by Commissioner Charles Olfers  
Approval of private hangar lease between Gillespie County and 3K Aero, LLC effective July 1, 2022, with said changes as set forth by County Judge Mark Stroehrer, and authorization for execution of documents, and motion carried. (Said lease will follow at the end of the minutes for June 27, 2022)

**26. Consider approval of Stormwater Maintenance services provided by Hill Country Storm Water & Environmental Compliance, LLC to include set-up, application, training, permitting process and yearly maintenance services, and authorization for execution of documents.**

Motion by Commissioner Keith Kramer  
Seconded by Commissioner Donnie Schuch  
Approval of Stormwater Maintenance services provided by Hill Country Storm Water & Environmental Compliance, LLC to include set-up, application, training, permitting process and yearly maintenance services, and authorization for execution of documents, and motion carried. (Said document will follow at the end of the minutes for June 27, 2022)

**27. Consider approval of request from 224 Business Court, LLC to sublease office space at the County's business park to Security State Bank and Trust, Stoessel Group, LLC, and Charles T. Holcomb.**

Motion by Commissioner Keith Kramer  
Seconded by Commissioner Charles Olfers  
Approval of request from 224 Business Court, LLC to sublease office space at the County's business park to Security State Bank and Trust, Stoessel Group, LLC, and Charles T. Holcomb, effective July 1, 2022, and motion carried. (No document submitted prior to approval of minutes)

**28. Consider approval of proposal from F&W Electrical Contractors, Inc. to remove and replace the airport beacon.**

Motion by Commissioner Keith Kramer

Seconded by Commissioner Donnie Schuch  
Approval of proposal from F&W Electrical Contractors, Inc. to remove and replace the airport beacon at a cost of \$16,250.00, and motion carried. (Said proposal will follow at the end of the minutes for June 27, 2022)

**29. Consider approval of removal of roller shelving from GovDeals and allocate to a county department.**

Motion by Commissioner Charles Olfers  
Seconded by Commissioner Keith Kramer  
Approval of removal of roller shelving from GovDeals from County Clerk's Office and allocate to Gillespie County Tax Assessor-Collector's office, and motion carried.

**30. Consider approval of designating a Healthy County Wellness Coordinator with Texas Association of Counties Health and Employee Benefits Pool.**

Motion by Commissioner Donnie Schuch  
Seconded by Commissioner Keith Kramer  
Approval of designating Dana Smith as Healthy County Wellness Coordinator with Texas Association of Counties Health and Kristel Rheinhardt as Employee Benefits Pool sponsor, and motion carried.

**31. Consider approval of participating in Texas Association of Counties Health and Employee Benefits Pool Healthy County Specific Incentive Program.**

Motion by Commissioner Charles Olfers  
Seconded by Commissioner Donnie Schuch  
Approval of not participate in Texas Association of Counties Health and Employee Benefits Pool Healthy County Specific Incentive Program, and motion carried.

**32. Consider approval of hiring personnel in Texas AgriLife Extension.**

Motion by Commissioner Charles Olfers  
Seconded by Commissioner Dennis Neffendorf  
Approval of hiring Tiffany Ahrens as personnel in Texas Agrilife Extension effective June 27, 2022 at a per hourly rate of \$15.27, and motion carried.

**33. Consider approval of termination of contract with Patteson Communications/DTS and return of equipment.**

Motion by Commissioner Donnie Schuch  
Seconded by Commissioner Keith Kramer  
Approval of termination of contract with Patteson Communications/DTS and return of 7 satellite phones, and motion carried.

**34. Consider approval of proposal to recap of slab on Old Willow Road and authorization for execution of documents.**

Motion by Commissioner Charles Olfers  
Seconded by Commissioner Dennis Neffendorf

Approval of proposal from JIR Construction to recap slab on Old Willow Road at cost of \$18,816.00, and authorization for execution of documents, and motion carried. (Said proposal will follow at the end of the minutes for June 27, 2022)

**35. Consider approval of designating county applicant for Leadership Gillespie County program.**

No action taken on this agenda item.

**36. Consider approval of request from Pioneer Museum to expand access of the Old Jail to Derek Spence's Fredericksburg Haunted Tours.**

Motion by Commissioner Donnie Schuch  
Seconded by Commissioner Keith Kramer  
Approval of request from Pioneer Museum by David Shields, Executive Director, to expand access of the Old Jail to Derek Spence's Fredericksburg Haunted Tours, and motion carried. (Said information will follow at the end of the minutes for June 27, 2022)

**37. Consider approval of pay increase for Jailer in Sheriff's Office.**

Motion by Commissioner Charles Olfers  
Seconded by Commissioner Dennis Neffendorf  
Approval of pay increase for Clarissa M. Rangel, Jailer in Sheriff's Office to experienced pay of a per hourly rate of \$19.22, and motion carried.

**38. Consider approval of purchase of watch guard system for patrol vehicles.**

Motion by Commissioner Donnie Schuch  
Seconded by Commissioner Charles Olfers  
Approval of purchase of 4 (four) watch guard systems for patrol vehicles from Motorola Solutions at a cost of \$7,305.00 per unit, with total cost of \$29,220.00, and motion carried. (Said quote will follow at the end of the minutes for June 27, 2022)

**39. Consider approval of hiring personnel for vacant positions in the Sheriff's Office.**

Motion by Commissioner Charles Olfers  
Seconded by Commissioner Dennis Neffendorf  
Approval of hiring Hunter Bibb as experienced deputy at a per hourly rate of \$26.69, to start as soon as all paperwork is completed, and motion carried.

**40. Consider approval of canceling Mary Lynn Rusche's bond and approval of bond for Lindsey Brown effective July 16, 2022.**

Motion by Commissioner Charles Olfers  
Seconded by Commissioner Keith Kramer  
Approval of cancelling Mary Lynn Rusche's bond and approval of bond for Lindsey Brown effective July 16, 2022, and motion carried. (Said cancellation notice will follow at the end of the minutes for June 27, 2022)

41. Consider approval of ESRI mapping software Annual Maintenance Agreement for Rural Addressing Office, and authorization for execution of documents.

Motion by Commissioner Donnie Schuch

Seconded by Commissioner Keith Kramer

Approval of ESRI mapping software Annual Maintenance Agreement for Rural Addressing Office at cost of \$400.00, and motion carried. (Said agreement will follow at the end of the minutes for June 27, 2022)

42. Consider approval of contract with Toshiba for copier at the Library, and authorization for execution of documents.

Motion by Commissioner Charles Olfers

Seconded by Commissioner Keith Kramer

Approval of contract with Toshiba for copier at the Library for a 60 month lease at a monthly cost of \$119.78, and motion carried. (Said contract will follow at the end of the minutes for June 27, 2022)

ADJOURNED at 10:13 o'clock a.m.

NOTICE OF SPECIAL MEETING  
HELD WEDNESDAY, JUNE 29, 2022  
AT 9:00 O'CLOCK A.M.  
WITH ALL MEMBERS PRESENT  
COMMISSIONERS COURT OF GILLESPIE COUNTY, TEXAS

Notice is hereby given that a Special Meeting of the Gillespie County Commissioners Court will be held on Wednesday, the 29<sup>th</sup> of June, 2022, at 9:00 a.m. in the Gillespie County Courthouse, Fredericksburg, Texas, at which time the following subjects will be, discussed, considered, passed or adopted, to-wit: ,

**1. Budget Workshop.**

(Said list of offices for budget work session attached)

**NOTICE OF SPECIAL MEETING  
HELD THURSDAY, JUNE 30, 2022  
AT 9:00 O'CLOCK A.M.  
WITH ALL MEMBERS PRESENT  
COMMISSIONERS COURT OF GILLESPIE COUNTY, TEXAS**

Notice is hereby given that a Special Meeting of the Gillespie County Commissioners Court will be held on Thursday, the 30<sup>th</sup> of June, 2022, at 9:00 a.m. in the Gillespie County Courthouse, Fredericksburg, Texas, at which time the following subjects will be, discussed, considered, passed or adopted, to-wit:

**1. Budget Workshop.**

(Said list of offices for budget work session attached)

The foregoing minutes of the Commissioners Court on pages thru , both inclusive, were read over and approved in open Commissioners Court on August 22, 2022.

ATTEST: \_\_\_\_\_ COUNTY  
CLERK.



**RIGHT-OF-WAY EASEMENT/UTILITY EASEMENT**

GRANTED UNTO CENTRAL TEXAS ELECTRIC COOPERATIVE, INC., A TEXAS CORPORATION, WHOSE POST OFFICE ADDRESS IS FREDERICKSBURG, TEXAS, AND ITS SUCCESSORS OR ASSIGNS, AN EASEMENT, AS FOLLOWS:

GRANTORS HEREBY DEDICATE PERPETUAL EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES AND ALL NECESSARY APPURTENANCES THERETO, WHETHER INSTALLED IN THE AIR, UPON THE SURFACE OR UNDERGROUND, ALONG AND WITHIN TEN (10) FEET OF THE REAR, FRONT AND SIDE LINES OF ALL LOTS AND/OR TRACTS AND IN THE STREETS, ALLEYS, BOULEVARDS, LANES, AND ROADS OF THE SUBDIVISION, AND TEN (10) FEET ALONG THE OTHER BOUNDARIES OF ALL STREETS, BOULEVARDS, LANES, AND ROADS, WHERE PROPERTY LINES OF INDIVIDUAL LOTS AND/OR TRACTS ARE DEEDED TO THE CENTER LINE OF SAID AVENUES AND TWENTY (20) FEET ALONG THE ENTIRE PERIMETER OF SAID SUBDIVISION AND WITH THE AUTHORITY TO PLACE, CONSTRUCT, OPERATE, MAINTAIN, RELOCATE AND REPLACE THEREON AN ELECTRIC DISTRIBUTION LINE OR SYSTEM. THE EASEMENT RIGHTS HEREIN GRANTED INCLUDE THE PRIVILEGE OF ANCHORING ANY SUPPORT CABLES OR OTHER DEVICES OUTSIDE SAID EASEMENT WHEN DEEMED NECESSARY BY THE UTILITY TO SUPPORT EQUIPMENT WITHIN SAID EASEMENT AND THE RIGHT TO INSTALL WIRES AND/OR CABLES OVER SOME PORTIONS OF SAID LOTS AND/OR TRACTS NOT WITHIN SAID EASEMENT SO LONG AS SUCH ITEMS DO NOT PREVENT THE CONSTRUCTION OF BUILDINGS ON ANY OF THE LOTS AND/OR TRACTS OF THIS SUBDIVISION. NOTHING SHALL BE PLACED OR PERMITTED TO REMAIN WITHIN THE EASEMENT AREAS WHICH MAY DAMAGE OR INTERFERE WITH INSTALLATION AND MAINTENANCE OF UTILITIES. THE EASEMENT AREAS OF EACH LOT AND/OR TRACTS AND ALL IMPROVEMENTS WITHIN IT SHALL BE MAINTAINED BY THE OWNER OF THE LOT EXCEPT FOR THOSE IMPROVEMENTS FOR WHICH AN AUTHORITY OR UTILITY COMPANY IS RESPONSIBLE. UTILITY COMPANIES OR THEIR EMPLOYEES SHALL HAVE ALL THE RIGHTS AND BENEFITS NECESSARY AND CONVENIENT FOR THE FULL ENJOYMENT OF THE RIGHTS HEREIN GRANTED, INCLUDING BUT NOT LIMITED TO THE FREE RIGHT TO INGRESS TO, AND EGRESS FROM SAID RIGHT-OF-WAY AND EASEMENTS, AND THE RIGHT FROM TIME TO TIME TO CUT AND TRIM TREES, UNDERGROWTH AND OTHER OBSTRUCTIONS THAT MAY INJURE, ENDANGER OR INTERFERE WITH THE OPERATION OF SAID UTILITY INSTALLATIONS. THE DEVELOPER AND/OR LANDOWNER SHALL BE RESPONSIBLE FOR REMOVAL OF ANY OR ALL LIMBS, DEBRIS, BRANCHES OR BRUSH THAT MUST BE CUT IN ORDER TO CLEAR THE RIGHT-OF-WAY FOR NEW CONSTRUCTION OR MAINTENANCE OF ANY LINES CONSTRUCTED ON THE PROPERTY.

STATE OF TEXAS  
COUNTY OF GILLESPIE

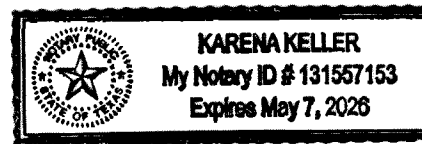
THE OWNERS OF THE LAND IDENTIFIED BY LOT NUMBERS RECORDED IN THE VOLUME AND PAGE NUMBERS SHOWN ON THIS PLAT AND WHOSE NAMES ARE SUBSCRIBED HERETO AND IN PERSON OR THROUGH A DULY AUTHORIZED AGENT ACKNOWLEDGE THAT THIS PLAT WAS MADE FROM ACTUAL SURVEYS ON THE GROUND AND DEDICATES TO THE USE OF THE PUBLIC FOREVER ALL PUBLIC UTILITY EASEMENTS SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED AND DEDICATES THE ROADWAYS SHOWN HEREON SERVING LOTS IN BOOT RANCH SUBDIVISION AS PRIVATE ROADS.

*Gerald Hawhurst*  
GERALD HAWHURST  
OWNER OF LOT 632 AND LOT 633

*Sue St. Denis*  
SUE ST. DENIS  
OWNER OF LOT 632 AND LOT 633

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED GERALD HAWHURST AND SUE ST. DENIS, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED, GIVEN UNDER MY HAND SEAL OF OFFICE THIS 5 DAY OF June, A.D. 2023.

*Karena Keller*  
KARENA KELLER  
NOTARY PUBLIC  
STATE OF TEXAS



STATE OF TEXAS  
COUNTY OF GILLESPIE

I, LINDSEY BROWN, COUNTY CLERK OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE, ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 2023, AT \_\_\_\_\_, IN THE RECORDS OF DEEDS AND PLATS OF SAID COUNTY, IN BOOK VOLUME \_\_\_\_\_, ON PAGES \_\_\_\_\_, IN TESTIMONY WHEREOF, WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 2023.

LINDSEY BROWN  
COUNTY CLERK, GILLESPIE COUNTY, TEXAS

THIS PLAT, AFTER HAVING BEEN DULY PRESENTED TO THE COMMISSIONERS COURT OF GILLESPIE COUNTY, TEXAS, AND BY SAID COURT DULY CONSIDERED AND FOUND TO COMPLY WITH THE STATUTES AND LAWS OF THE STATE OF TEXAS, AND WAS APPROVED FOR FILING IN THE PLAT RECORDS OF GILLESPIE COUNTY, TEXAS. TO CERTIFY WITH THE UNDERSIGNED, AS COUNTY JUDGE OF GILLESPIE COUNTY, TEXAS, HEREBY AFFIXES HIS HAND, ATTESTED BY THE SEAL OF THE COUNTY CLERK OF GILLESPIE COUNTY, TEXAS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023, A.D.

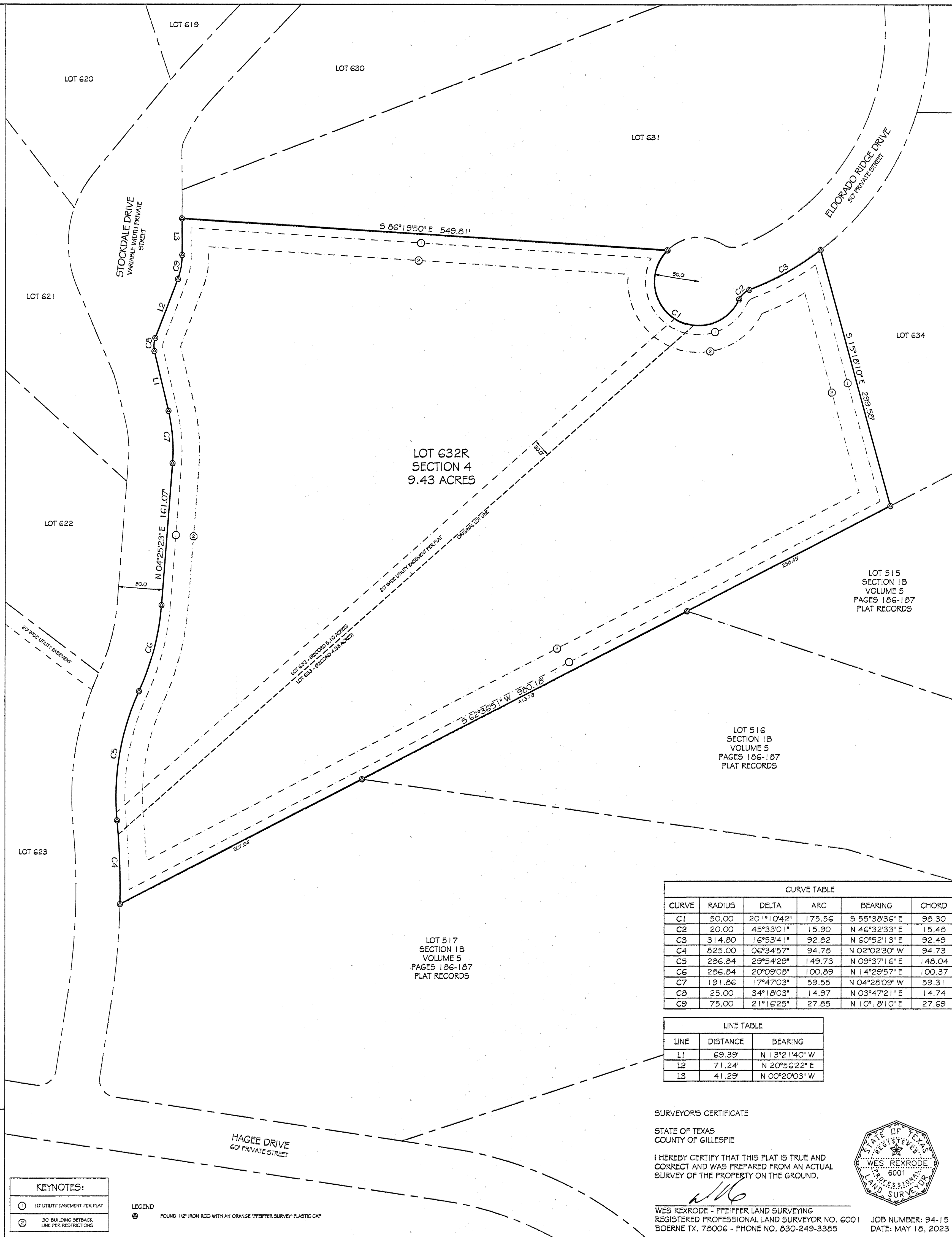
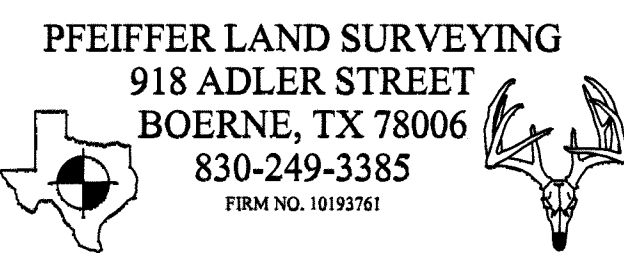
BY  
DANIEL JONES  
COUNTY JUDGE, GILLESPIE COUNTY, TEXAS

BY  
LINDSEY BROWN  
COUNTY CLERK, GILLESPIE COUNTY, TEXAS

OWNERS  
LOT 632 AND LOT 633  
GERALD HAWHURST  
AND SUE ST. DENIS

SURVEYOR  
PFEIFFER LAND SURVEYING  
918 ADLER  
BOERNE, TX 78006  
PHONE: 830-249-3385

DEVELOPER  
BOOT RANCH HOLDINGS, LLC  
776 BOOT RANCH CIRCLE  
FREDERICKSBURG, TX 78642  
PHONE: 830-990-7623



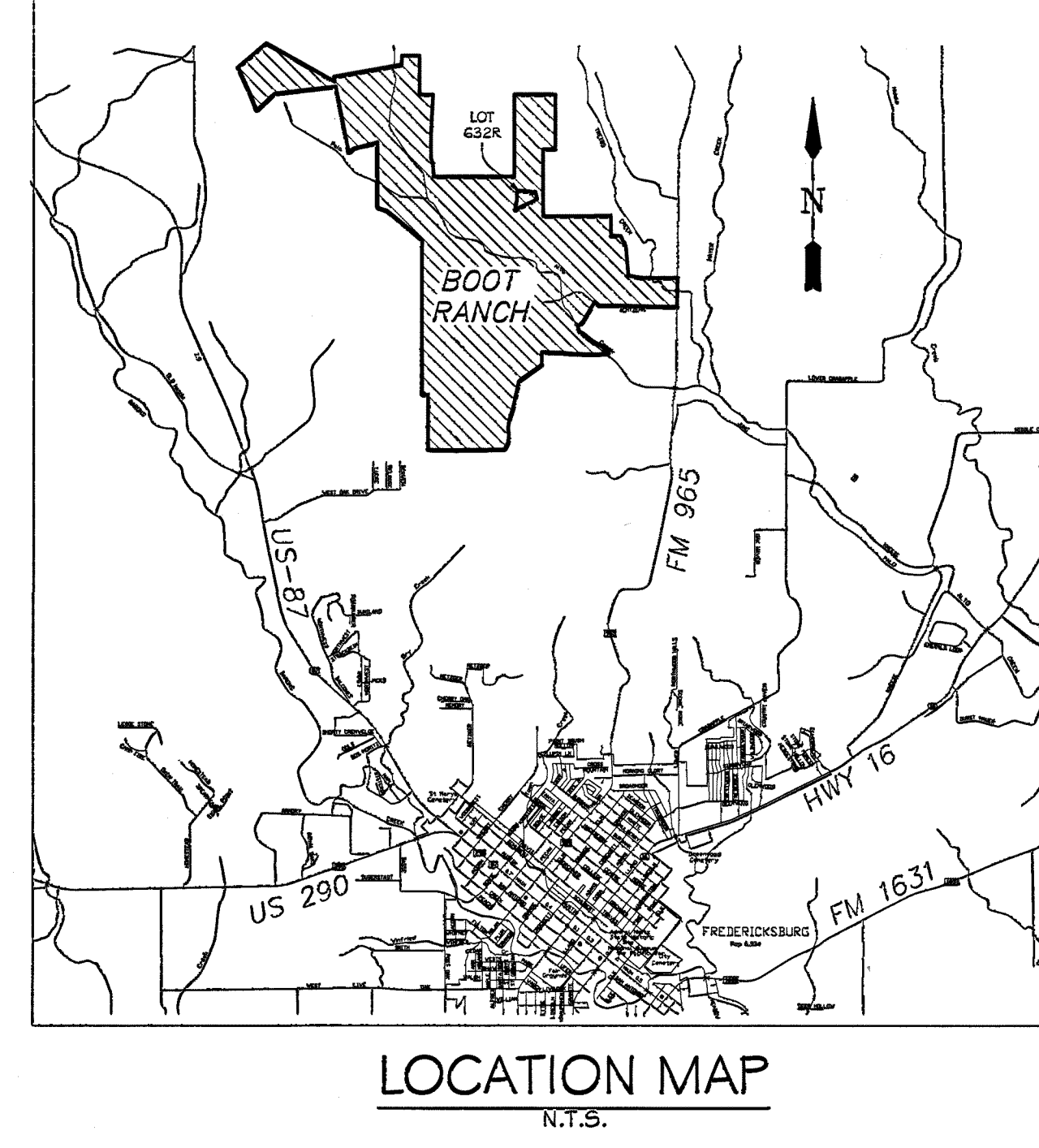
**CURVE TABLE**

CURVE	RADIUS	DELTA	ARC	BEARING	CHORD
C1	50.00	20°11'04.2"	175.56	S 55°38'36" E	98.30
C2	20.00	45°33'01"	15.90	N 46°32'33" E	15.48
C3	314.80	16°53'41"	92.82	N 60°52'13" E	92.49
C4	825.00	06°34'57"	94.78	N 02°02'30" W	94.73
C5	286.84	29°54'29"	149.73	N 09°37'16" E	148.04
C6	286.84	20°09'08"	100.89	N 14°29'57" E	100.37
C7	191.86	17°47'03"	59.55	N 04°28'09" W	59.31
C8	25.00	34°18'03"	14.97	N 03°47'21" E	14.74
C9	75.00	21°16'25"	27.85	N 10°18'10" E	27.69

**LINE TABLE**

LINE	DISTANCE	BEARING
L1	69.39'	N 13°21'40" W
L2	71.24'	N 20°56'22" E
L3	41.29'	N 00°20'03" W

SURVEYOR'S CERTIFICATE  
STATE OF TEXAS  
COUNTY OF GILLESPIE  
I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY ON THE GROUND.  
*Wes Rexrode*  
WES REXRODE - PFEIFFER LAND SURVEYING  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6001  
BOERNE TX, 78006 - PHONE NO. 830-249-3385  
JOB NUMBER: 94-15  
DATE: MAY 18, 2023



- GENERAL NOTES:**
- ALL VEHICLES AND/OR PERSONNEL OF THE CITY OF FREDERICKSBURG PUBLIC WORKS DEPARTMENT AND GILLESPIE COUNTY, WHEN ON OFFICIAL BUSINESS, MAY USE THE PRIVATE STREETS OF BOOT RANCH, PHASE-1 FOR ANY PURPOSE, AT ANY TIME, WITHOUT LIABILITIES, AND MAY REMOVE ANY AND ALL OBSTRUCTIONS, OF ANY TYPE, IN THE PRIVATE STREETS AND ASSESS THE COST OF THE REMOVAL TO THE OWNER OR OWNERS.
  - THE MAINTENANCE OF ALL DRAINAGE EASEMENTS OF ANY NATURE WITHIN BOOT RANCH, PHASE-2 SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION OR THEIR SUCCESSORS AND NOT THE RESPONSIBILITY OF GILLESPIE COUNTY.
  - THE STREETS SHOWN ON THIS PLAT ARE PRIVATE STREETS AND ARE ALSO DESIGNATED AS DRAINAGE, ELECTRIC, GAS, TELEPHONE, CABLE T.V., WATER AND SANITARY SEWER EASEMENTS. SUCH AREAS SHALL BE DEEMED TO HAVE BEEN DEDICATED TO THE PUBLIC FOR SUCH EASEMENTS AND PRIVATE STREETS.
  - BLOCKING THE FLOW OF WATER OR CONSTRUCTION OF IMPROVEMENTS IN DRAINAGE EASEMENTS, AND FILLING OR OBSTRUCTION OF THE FLOODWAY IS PROHIBITED. THE EXISTING CREEKS OR DRAINAGE CHANNELS TRAVELING ALONG OR ACROSS THE PROPERTY WILL REMAIN AS OPEN CHANNELS AND WILL BE MAINTAINED BY THE INDIVIDUAL OWNERS OF THE LOT OR LOTS THAT ARE TRAVERSED BY OR ADJACENT TO THE DRAINAGE COURSES ALONG OR ACROSS SAID LOTS. GILLESPIE COUNTY WILL NOT BE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF SAID DRAINAGE WAYS OR THE CONTROL OF EROSION. GILLESPIE COUNTY WILL NOT BE RESPONSIBLE FOR ANY DAMAGE, PERSONAL INJURY OR LOSS OF LIFE OR PROPERTY OCCASIONED BY FLOODING OR FLOODING CONDITIONS.
  - THE DEVELOPER DEDICATES THE WATER AND SANITARY SEWER MAINS UPON COMPLETION AND ACCEPTANCE BY THE CITY OF FREDERICKSBURG. THE CITY OF FREDERICKSBURG WILL OWN AND MAINTAIN SAID WATER AND SANITARY SEWER MAINS WHICH ARE LOCATED IN THIS PARTICULAR SUBDIVISION PLAT.
  - FOR RESIDENTIAL LOTS, FINISHED FLOOR ELEVATIONS MUST BE A MINIMUM OF 8 INCHES ABOVE ADJACENT FINISHED GRADE.
  - DOUBLE SWING GATES SHALL BE INSTALLED WHEREVER FENCES CROSS UTILITY AND DRAINAGE EASEMENTS.
  - GILLESPIE COUNTY AND THE HILL COUNTRY UNDERGROUND WATER CONSERVATION DISTRICT MAKE NO REPRESENTATION OR GUARANTEE AS TO WATER QUALITY OR THAT A PRESENT OR FUTURE ADEQUATE WATER SUPPLY EXISTS.
  - GILLESPIE COUNTY SHALL NOT BE RESPONSIBLE FOR MAINTENANCE OF PRIVATE STREETS, DRIVES, EMERGENCY ACCESS EASEMENTS, RECREATION AREAS AND OPEN SPACES; THE PROPERTY OWNERS IN THIS SUBDIVISION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF PRIVATE STREETS, ROADS, DRIVES, EMERGENCY ACCESS EASEMENTS, RECREATION AREAS AND OPEN SPACES, AND SAID OWNERS AGREE TO INDEMNIFY AND SAVE HARMLESS GILLESPIE COUNTY, FROM ALL CLAIMS, DAMAGES AND LOSSES ARISING OUT OF OR RESULTING FROM PERFORMANCE OF THE OBLIGATIONS OF SAID OWNERS SET FORTH IN THIS PARAGRAPH.
  - IN ADDITION TO THE UTILITY EASEMENT TO CENTRAL TEXAS ELECTRIC COOPERATIVE, THERE IS HEREBY DEDICATED A 10 FT. WIDE PUBLIC UTILITY EASEMENT ADJACENT TO ALL STREET RIGHTS-OF-WAY.
  - WATER RIGHTS DEED FROM FRED ACHTZEHN TO THE CITY OF FREDERICKSBURG, RECORDED IN VOLUME 82 AT PAGE 166 OF THE DEED RECORDS OF GILLESPIE COUNTY, TEXAS.
  - BOOT RANCH HOLDINGS, LLC, BY FILING THIS PLAT OF RECORD, AND ALL FUTURE OWNERS OF PROPERTY WITHIN THIS SUBDIVISION BY PURCHASING SUCH PROPERTY, ACKNOWLEDGE AND AGREE THAT GILLESPIE COUNTY SHALL HAVE NO OBLIGATION WHATSOEVER TO REPAIR OR ACCEPT MAINTENANCE OF THE ROADS IN THIS SUBDIVISION UNTIL AND UNLESS BOOT RANCH HOLDINGS, LLC AND/OR THE PROPERTY OWNERS IN THE SUBDIVISION HAVE IMPROVED THE ROADWAYS TO THE THEN CURRENT STANDARDS REQUIRED BY GILLESPIE COUNTY AND THE ROADS HAVE BEEN ACCEPTED FOR MAINTENANCE BY FORMAL WRITTEN ACTION OF THE GILLESPIE COUNTY COMMISSIONERS COURT AND THE ROADWAY HAS BEEN DEDICATED BY THE OWNERS THEREOF, AND ACCEPTED BY THE COUNTY AS A PUBLIC ROAD.
  - BOOT RANCH HOLDINGS, LLC, AND ALL FUTURE OWNERS OF PROPERTY WITHIN THIS SUBDIVISION SHALL LOOK SOLELY TO THE OWNER, THE PROPERTY OWNERS IN THE SUBDIVISION, AND/OR THE HOMEOWNERS ASSOCIATION FOR FUTURE MAINTENANCE AND REPAIR OF THE ROADS SHOWN ON THIS SUBDIVISION PLAT.
  - RESTRICTIONS APPLY PER DOCUMENT NO. 20221226, OFFICIAL PUBLIC RECORDS, GILLESPIE COUNTY, TEXAS AND VOLUME 6, PAGE 48, PLAT RECORDS, GILLESPIE COUNTY, TEXAS AND SHOULD BE CONFIRMED BY THE BOOT RANCH DEVELOPMENT OFFICE, THE HOME OWNERS ASSOCIATION, LANDOWNER AND/OR THE ARCHITECTURAL CONTROL COMMITTEE BEFORE ANY PLANNING OR CONSTRUCTION.
  - ACREAGE, BEARINGS AND DISTANCES SHOWN HEREON WERE FOUND TO MATCH THOSE RECORDED IN VOLUME 6, PAGE 48, PLAT RECORDS, GILLESPIE COUNTY, TEXAS.
  - THIS PLAT DOES NOT ALTER OR AMEND ANY EXISTING VARIANCES, EASEMENTS OR SETBACKS UNLESS OTHERWISE NOTED.
  - THE PURPOSE OF THIS REPLAT IS TO CREATE LOT 632R, BOOT RANCH PHASE 2 SUBDIVISION, SECTION 4, COMBINING LOT 632 AND LOT 633, BOOT RANCH PHASE 2 SUBDIVISION, SECTION 4 RECORDED IN VOLUME 6, PAGE 48, PLAT RECORDS, GILLESPIE COUNTY, TEXAS.
  - NO PORTION OF THIS LOT IS IN FLOOD ZONE "A" PER LOMR CASE NO. 13-06-0803P, EFFECTIVE DATE OF OCTOBER 31, 2013.

A REPLAT OF  
LOT 632 AND LOT 633 BOOT  
RANCH PHASE 2 SUBDIVISION,  
SECTION 4 RECORDED IN  
VOLUME 6, PAGE 48, PLAT  
RECORDS, GILLESPIE COUNTY,  
TEXAS, CREATING LOT 632R  
BOOT RANCH PHASE 2  
SUBDIVISION, SECTION 4  
MAY 2023  
SHEET 1 OF 1



RIGHT-OF-WAY EASEMENT/UTILITY EASEMENT

GRANTED UNTO CENTRAL TEXAS ELECTRIC COOPERATIVE, INC., A TEXAS CORPORATION, WHOSE POST OFFICE ADDRESS IS FREDERICKSBURG, TEXAS, AND ITS SUCCESSORS OR ASSIGNS, AN EASEMENT, AS FOLLOWS:

GRANTORS HEREBY DEDICATE PERPETUAL EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES AND ALL NECESSARY APPURTENANCES THERETO, WHETHER INSTALLED IN THE AIR, UPON THE SURFACE OR UNDERGROUND, ALONG AND WITHIN TEN (10) FEET OF THE REAR, FRONT AND SIDE LINES OF ALL LOTS AND/OR TRACTS AND IN THE STREETS, ALLEYS, BOULEVARDS, LANES, AND ROADS OF THE SUBDIVISION, AND TEN (10) FEET ALONG THE OTHER BOUNDARIES OF ALL STREETS, BOULEVARDS, LANES, AND ROADS, WHERE PROPERTY LINES OF INDIVIDUAL LOTS AND/OR TRACTS ARE DEEDED TO THE CENTER LINE OF SAID AVENUES AND TWENTY (20) FEET ALONG THE ENTIRE PERIMETER OF SAID SUBDIVISION AND WITH THE AUTHORITY TO PLACE, CONSTRUCT, OPERATE, MAINTAIN, RELOCATE AND REPLACE THEREON AN ELECTRIC DISTRIBUTION LINE OR SYSTEM. THE EASEMENT RIGHTS HEREIN GRANTED INCLUDE THE PRIVILEGE OF ANCHORING ANY SUPPORT CABLES OR OTHER DEVICES OUTSIDE SAID EASEMENT WHEN DEEMED NECESSARY BY THE UTILITY TO SUPPORT EQUIPMENT WITHIN SAID EASEMENT AND THE RIGHT TO INSTALL WIRES AND/OR CABLES OVER SOME PORTIONS OF SAID LOTS AND/OR TRACTS NOT WITHIN SAID EASEMENT SO LONG AS SUCH ITEMS DO NOT PREVENT THE CONSTRUCTION OF BUILDINGS ON ANY OF THE LOTS AND/OR TRACTS OF THIS SUBDIVISION. NOTHING SHALL BE PLACED OR PERMITTED TO REMAIN WITHIN THE EASEMENT AREAS WHICH MAY DAMAGE OR INTERFERE WITH INSTALLATION AND MAINTENANCE OF UTILITIES. THE EASEMENT AREAS OF EACH LOT AND/OR TRACTS AND ALL IMPROVEMENTS WITHIN IT SHALL BE MAINTAINED BY THE OWNER OF THE LOT EXCEPT FOR THOSE IMPROVEMENTS FOR WHICH AN AUTHORITY OR UTILITY COMPANY IS RESPONSIBLE. UTILITY COMPANIES OR THEIR EMPLOYEES SHALL HAVE ALL THE RIGHTS AND BENEFITS NECESSARY AND CONVENIENT FOR THE FULL ENJOYMENT OF THE RIGHTS HEREIN GRANTED, INCLUDING BUT NOT LIMITED TO THE FREE RIGHT TO INGRESS TO, AND EGRESS FROM SAID RIGHT-OF-WAY AND EASEMENTS, AND THE RIGHT FROM TIME TO TIME TO CUT AND TRIM TREES, UNDERGROWTH AND OTHER OBSTRUCTIONS THAT MAY INJURE, ENDANGER OR INTERFERE WITH THE OPERATION OF SAID UTILITY INSTALLATIONS. THE DEVELOPER AND/OR LANDOWNER SHALL BE RESPONSIBLE FOR REMOVAL OF ANY OR ALL LIMBS, DEBRIS, BRANCHES OR BRUSH THAT MUST BE CUT IN ORDER TO CLEAR THE RIGHT-OF-WAY FOR NEW CONSTRUCTION OR MAINTENANCE OF ANY LINES CONSTRUCTED ON THE PROPERTY.

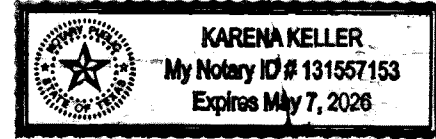
STATE OF TEXAS  
COUNTY OF GILLESPIE

THE OWNER OF THE LAND IDENTIFIED BY LOT NUMBERS RECORDED IN THE VOLUME AND PAGE NUMBERS SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED HERETO AND IN PERSON OR THROUGH A DULY AUTHORIZED AGENT ACKNOWLEDGE THAT THIS PLAT WAS MADE FROM ACTUAL SURVEYS ON THE GROUND AND DEDICATES TO THE USE OF THE PUBLIC FOREVER ALL PUBLIC UTILITY EASEMENTS SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED AND DEDICATES THE ROADWAYS SHOWN HEREON SERVING LOTS IN BOOT RANCH SUBDIVISION AS PRIVATE ROADS.

DAVID SAWTELLE  
FOR LATIGO BUILDING & RESTORATION, INC.  
OWNER OF LOT 307 AND LOT 308

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED DAVID SAWTELLE, FOR LATIGO BUILDING & RESTORATION, INC., KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED. GIVEN UNDER MY HAND SEAL OF OFFICE THIS 6 DAY OF June, A.D. 2023.

Karena Keller  
NOTARY PUBLIC  
STATE OF TEXAS



STATE OF TEXAS  
COUNTY OF GILLESPIE

I, LINDSEY BROWN, COUNTY CLERK OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE, ON THE \_\_\_\_ DAY OF \_\_\_\_\_, A.D., 2023, AT \_\_\_\_\_, IN THE RECORDS OF DEEDS AND PLATS OF SAID COUNTY, IN BOOK VOLUME \_\_\_\_\_, ON PAGES \_\_\_\_\_, IN TESTIMONY WHEREOF, WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE, THIS \_\_\_\_ DAY OF \_\_\_\_\_, A.D., 2023.

LINDSEY BROWN  
COUNTY CLERK, GILLESPIE COUNTY, TEXAS

THIS PLAT, AFTER HAVING BEEN DULY PRESENTED TO THE COMMISSIONERS COURT OF GILLESPIE COUNTY, TEXAS, AND BY SAID COURT DULY CONSIDERED AND FOUND TO COMPLY WITH THE STATUTES AND LAWS OF THE STATE OF TEXAS, AND WAS APPROVED FOR FILING IN THE PLAT RECORDS OF GILLESPIE COUNTY, TEXAS. TO CERTIFY WITH THE UNDERSIGNED, AS COUNTY JUDGE OF GILLESPIE COUNTY, TEXAS, HEREBY AFFIXES HIS HAND, ATTESTED BY THE SEAL OF THE COUNTY CLERK OF GILLESPIE COUNTY, TEXAS THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023, A.D.

DANIEL JONES  
COUNTY JUDGE, GILLESPIE COUNTY, TEXAS

LINDSEY BROWN  
COUNTY CLERK, GILLESPIE COUNTY, TEXAS

OWNER

DAVID SAWTELLE  
LATIGO BUILDING &  
RESTORATION, INC.  
LOT 307 AND LOT 308

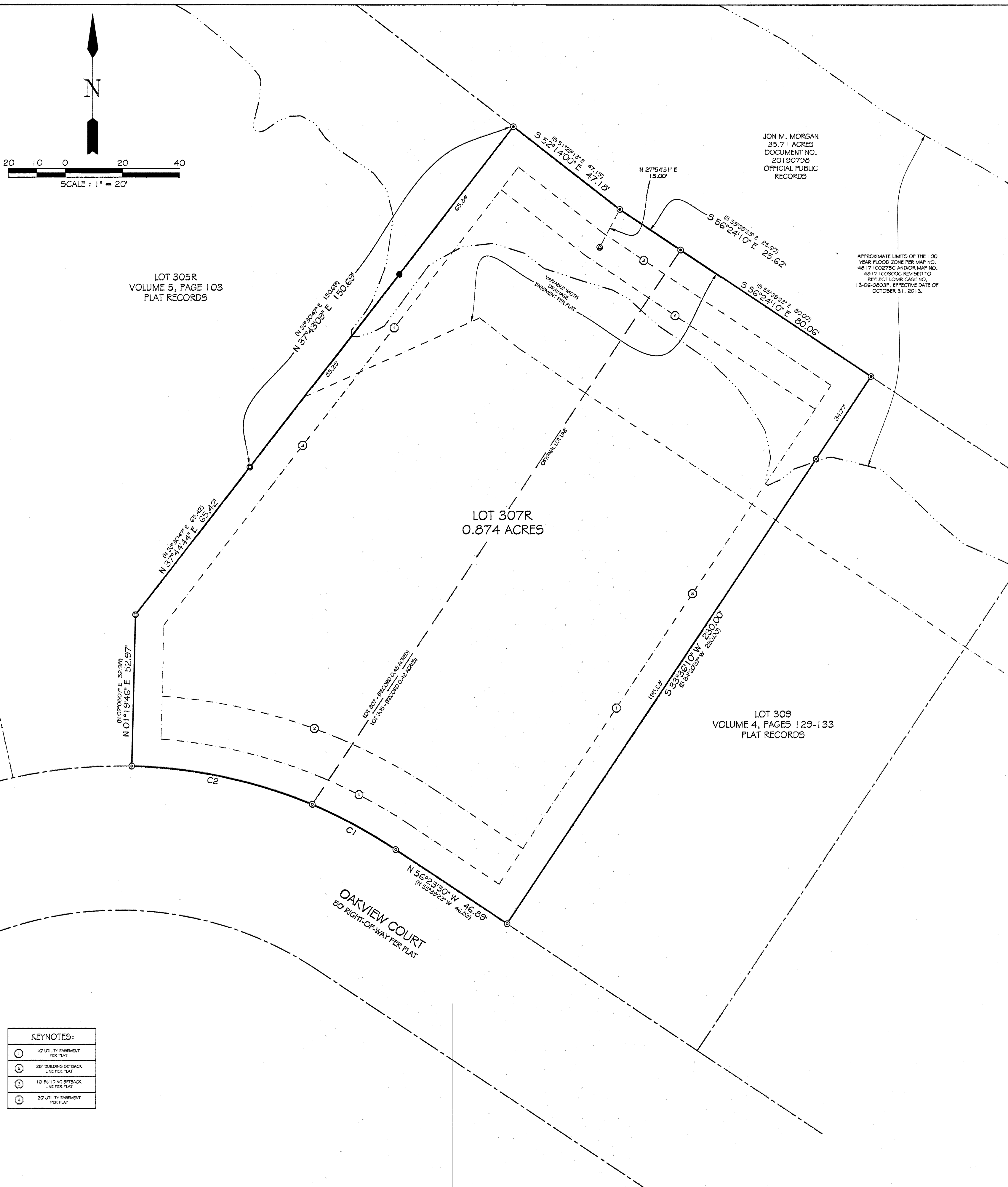
SURVEYOR

PFEIFFER LAND SURVEYING  
918 ADLER  
BOERNE, TX 78006  
PHONE: 830-249-3385

DEVELOPER

BOOT RANCH HOLDINGS, LLC.  
776 BOOT RANCH CIRCLE  
FREDERICKSBURG, TX 78642  
PHONE: 830-990-7623

PFEIFFER LAND SURVEYING  
918 ADLER STREET  
BOERNE, TX 78006  
830-249-3385  
FIRM NO. 10193761



KEYNOTES:

⊙	10' UTILITY EASEMENT PER PLAT
⊖	25' BUILDING SETBACK LINE PER PLAT
⊕	10' BUILDING SETBACK LINE PER PLAT
⊗	20' UTILITY EASEMENT PER PLAT

SURVEYOR'S CERTIFICATE

STATE OF TEXAS  
COUNTY OF GILLESPIE

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY ON THE GROUND.

WES REXRODE - PFEIFFER LAND SURVEYING  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6001  
BOERNE TX. 78006 - PHONE NO. 830-249-3385

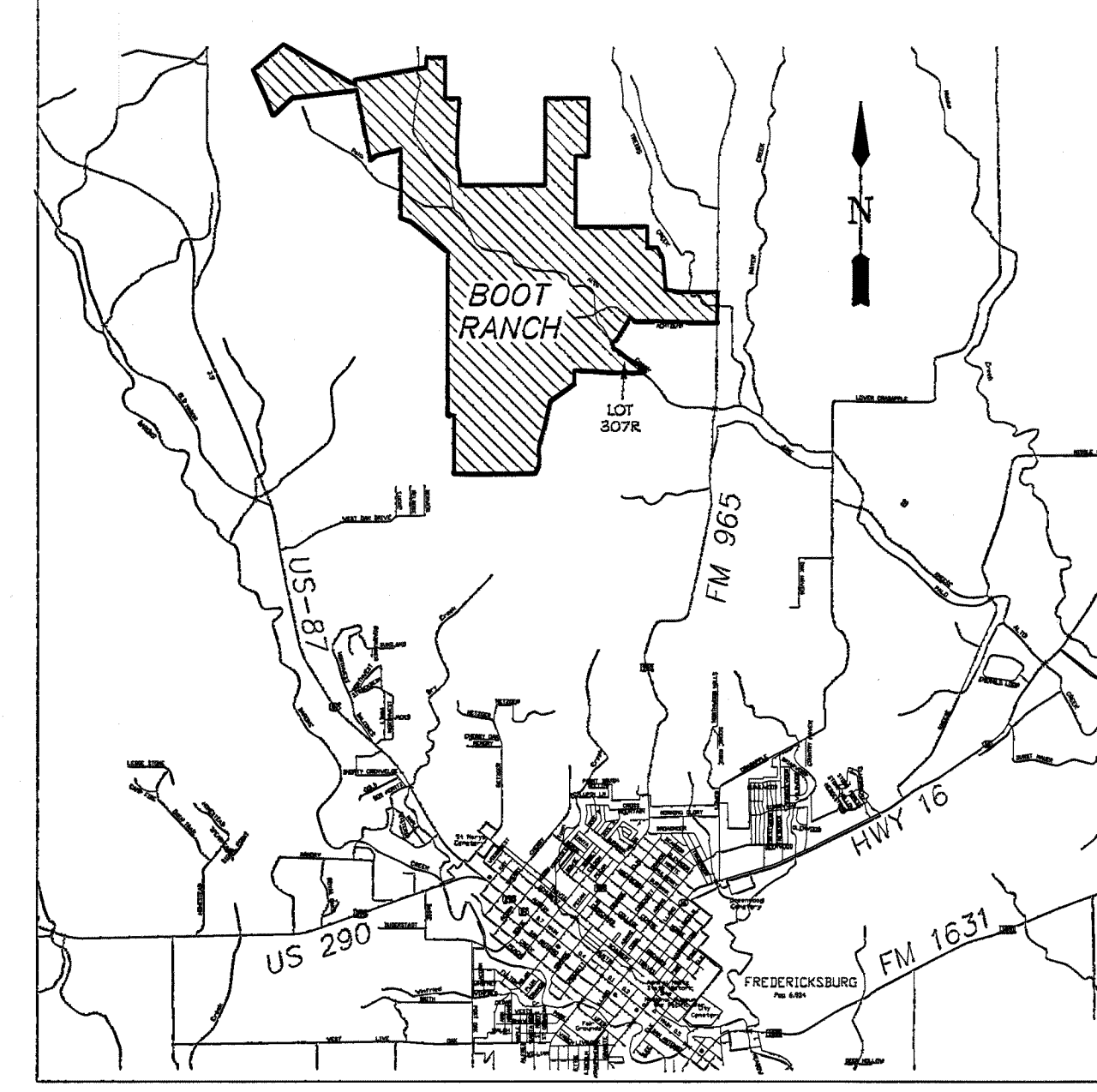


JOB NUMBER: 94-15  
DATE: MAY 18, 2023

- LEGEND
- (1) RECORD CALL VOLUME 4, PAGES 129-133, PLAT RECORDS
  - FOUND 1/2" IRON ROD
  - FOUND 1/2" IRON ROD WITH AN ORANGE "PFEIFFER SURVEY" PLASTIC CAP
  - FOUND 1/2" IRON ROD WITH A RED "MATIN-HOOVER" PLASTIC CAP
  - FOUND 1/2" IRON ROD WITH A YELLOW "GROGAN" PLASTIC CAP
  - FOUND 1/2" IRON ROD WITH A "BONY" PLASTIC CAP
  - CALCULATED POINT IN CREEK

C1 - R=175.00'  
D=10°53'50"  
L=33.28'  
CH=33.23' (R=33.37)  
CB=N 61°40'39" W

C2 - R=175.00'  
D=21°15'49"  
L=64.95'  
CH=64.57' (R=65.00)  
CB=N 78°05'09" W



LOCATION MAP  
N.T.S.

GENERAL NOTES:

- ALL VEHICLES AND/OR PERSONNEL OF THE CITY OF FREDERICKSBURG PUBLIC WORKS DEPARTMENT AND GILLESPIE COUNTY, WHEN ON OFFICIAL BUSINESS, MAY USE THE PRIVATE STREETS OF BOOT RANCH, PHASE I, FOR ANY PURPOSE, AT ANY TIME, WITHOUT LIABILITIES, AND MAY REMOVE ANY AND ALL OBSTRUCTIONS, OF ANY TYPE, IN THE PRIVATE STREETS AND ASSESS THE COST OF THE REMOVAL TO THE OWNER OR OWNERS.
- THE MAINTENANCE OF ALL DRAINAGE EASEMENTS OF ANY NATURE WITHIN BOOT RANCH, PHASE I SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION OR THEIR SUCCESSORS AND NOT THE RESPONSIBILITY OF GILLESPIE COUNTY.
- THE STREETS SHOWN ON THIS PLAT ARE PRIVATE STREETS AND ARE ALSO DESIGNATED AS DRAINAGE, ELECTRIC, GAS, TELEPHONE, CABLE T.V., WATER AND SANITARY SEWER EASEMENTS. SUCH AREAS SHALL BE DEEMED TO HAVE BEEN DEDICATED TO THE PUBLIC FOR SUCH EASEMENTS AND PRIVATE STREETS.
- BLOCKING THE FLOW OF WATER OR CONSTRUCTION OF IMPROVEMENTS IN DRAINAGE EASEMENTS, AND FILLING OR OBSTRUCTION OF THE FLOODWAY IS PROHIBITED. THE EXISTING CREEKS OR DRAINAGE CHANNELS TRAVELING ALONG OR ACROSS THE PROPERTY WILL REMAIN AS OPEN CHANNELS AND WILL BE MAINTAINED BY THE INDIVIDUAL OWNERS OF THE LOT OR LOTS THAT ARE TRAVERSED BY OR ADJACENT TO THE DRAINAGE COURSES ALONG OR ACROSS SAID LOTS. GILLESPIE COUNTY WILL NOT BE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF SAID DRAINAGE WAYS OR THE CONTROL OF EROSION. GILLESPIE COUNTY WILL NOT BE RESPONSIBLE FOR ANY DAMAGE, PERSONAL INJURY OR LOSS OF LIFE OR PROPERTY OCCASIONED BY FLOODING OR FLOODING CONDITIONS.
- THE DEVELOPER DEDICATES THE WATER AND SANITARY SEWER MAINS UPON COMPLETION AND ACCEPTANCE BY THE CITY OF FREDERICKSBURG. THE CITY OF FREDERICKSBURG WILL OWN AND MAINTAIN SAID WATER AND SANITARY SEWER MAINS WHICH ARE LOCATED IN THIS PARTICULAR SUBDIVISION PLAT.
- FOR RESIDENTIAL LOTS, FINISHED FLOOR ELEVATIONS MUST BE A MINIMUM OF 8 INCHES ABOVE ADJACENT FINISHED GRADE.
- DOUBLE SWING GATES SHALL BE INSTALLED WHEREVER FENCES CROSS UTILITY AND DRAINAGE EASEMENTS.
- GILLESPIE COUNTY AND THE HILL COUNTRY UNDERGROUND WATER CONSERVATION DISTRICT MAKE NO REPRESENTATION OR GUARANTEE AS TO WATER QUALITY OR THAT A PRESENT OR FUTURE ADEQUATE WATER SUPPLY EXISTS.
- GILLESPIE COUNTY SHALL NOT BE RESPONSIBLE FOR MAINTENANCE OF PRIVATE STREETS, DRIVES, EMERGENCY ACCESS EASEMENTS, RECREATION AREAS AND OPEN SPACES; THE PROPERTY OWNERS IN THIS SUBDIVISION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF PRIVATE STREETS, ROADS, DRIVES, EMERGENCY ACCESS EASEMENTS, RECREATION AREAS AND OPEN SPACES, AND SAID OWNERS AGREE TO INDEMNIFY AND SAVE HARMLESS GILLESPIE COUNTY, FROM ALL CLAIMS, DAMAGES AND LOSSES ARISING OUT OF OR RESULTING FROM PERFORMANCE OF THE OBLIGATIONS OF SAID OWNERS SET FORTH IN THIS PARAGRAPH.
- IN ADDITION TO THE UTILITY EASEMENT TO CENTRAL TEXAS ELECTRIC COOPERATIVE, THERE IS HEREBY DEDICATED A 10 FT. WIDE PUBLIC UTILITY EASEMENT ADJACENT TO ALL STREET RIGHTS-OF-WAY.
- WATER RIGHTS DEED FROM FRED ACHTZEHN TO THE CITY OF FREDERICKSBURG, RECORDED IN VOLUME 82 AT PAGE 166 OF THE DEED RECORDS OF GILLESPIE COUNTY, TEXAS.
- BOOT RANCH HOLDINGS, LLC, BY FILING THIS PLAT OF RECORD, AND ALL FUTURE OWNERS OF PROPERTY WITHIN THIS SUBDIVISION BY PURCHASING SUCH PROPERTY, ACKNOWLEDGE AND AGREE THAT GILLESPIE COUNTY SHALL HAVE NO OBLIGATION WHATSOEVER TO REPAIR OR ACCEPT MAINTENANCE OF THE ROADS IN THIS SUBDIVISION UNTIL AND UNLESS BOOT RANCH HOLDINGS, LLC AND/OR THE PROPERTY OWNERS IN THE SUBDIVISION HAVE IMPROVED THE ROADWAYS TO THE THEN CURRENT STANDARDS REQUIRED BY GILLESPIE COUNTY AND THE ROADS HAVE BEEN ACCEPTED FOR MAINTENANCE BY FORMAL WRITTEN ACTION OF THE GILLESPIE COUNTY COMMISSIONERS COURT AND THE ROADWAY HAS BEEN DEDICATED BY THE OWNERS THEREOF, AND ACCEPTED BY THE COUNTY AS A PUBLIC ROAD.
- BOOT RANCH HOLDINGS, LLC, AND ALL FUTURE OWNERS OF PROPERTY WITHIN THIS SUBDIVISION SHALL LOOK SOLELY TO THE OWNER, THE PROPERTY OWNERS IN THE SUBDIVISION, AND/OR THE HOMEOWNERS ASSOCIATION FOR FUTURE MAINTENANCE AND REPAIR OF THE ROADS SHOWN ON THIS SUBDIVISION PLAT.
- RESTRICTIONS APPLY PER DOCUMENT NO. 20221226, OFFICIAL PUBLIC RECORDS, GILLESPIE COUNTY, TEXAS AND VOLUME 4, PAGES 129-133, PLAT RECORDS, GILLESPIE COUNTY, TEXAS AND SHOULD BE CONFIRMED BY THE BOOT RANCH DEVELOPMENT OFFICE, THE HOME OWNERS ASSOCIATION, LANDOWNER AND/OR THE ARCHITECTURAL CONTROL COMMITTEE BEFORE ANY PLANNING OR CONSTRUCTION.
- ACREAGE, BEARINGS AND DISTANCES SHOWN HEREON WERE FOUND TO MATCH THOSE RECORDED IN VOLUME 4, PAGES 129-133, PLAT RECORDS, GILLESPIE COUNTY, TEXAS.
- THIS PLAT DOES NOT ALTER OR AMEND ANY EXISTING VARIANCES, EASEMENTS OR SETBACKS UNLESS OTHERWISE NOTED.
- THE PURPOSE OF THIS REPLAT IS TO CREATE LOT 307R, BOOT RANCH, PHASE I SUBDIVISION COMBINING LOT 307 AND LOT 308, BOOT RANCH, PHASE I SUBDIVISION RECORDED IN VOLUME 4, PAGES 129-133, PLAT RECORDS, GILLESPIE COUNTY, TEXAS.
- A PORTION OF THIS LOT IS IN FLOOD ZONE "A" PER LOMR CASE NO. 13-06-0803P, EFFECTIVE DATE OF OCTOBER 31, 2013.

A REPLAT OF  
LOT 307 AND LOT 308 BOOT  
RANCH, PHASE I SUBDIVISION  
RECORDED IN VOLUME 4,  
PAGES 129-133, PLAT  
RECORDS, GILLESPIE COUNTY,  
TEXAS, CREATING LOT 307R  
BOOT RANCH, PHASE I  
SUBDIVISION





# Leos Painting Services

Leonel luna  
 Business Number 8303072272  
 119 Acorn Dr, Fredericksburg Texas  
 78624  
 8303072272  
 leospaintingservices22@gmail.com

ESTIMATE  
 EST0210

DATE  
 05/28/2023

TOTAL  
 USD \$12,592.00

TO

tony lambardy

☎ (830) 990-5764

📧 [REDACTED]

tlombardi@gillespiecounty.org

DESCRIPTION	RATE	QTY	AMOUNT
191 airport road	\$12,592.00	1	\$12,592.00
Interior \$7150 Walls and cieling 1 color Waynes Coating 1 color All Prep work move All furniture Remove all wall decoration Caulk + repair all cracks sand as required Clean - up - replace all wall decorations replace all furniture			
Exterior \$5442 All Prep work Sand/ remove flaking paint - Re-caulk - - Remove + Replace damage wood ~ Paint All wood surfaces, exsept stain the cedar calumns all paint and materials included			

TOTAL USD \$12,592.00

Please leave a rating/review on  
<https://leos-painting-services-painter.business.site/>

# Proposal

Page # \_\_\_\_\_ of \_\_\_\_\_ pages

Hill Country Painting  
Alfonso Sosa  
208 College St.  
Ingram TX 78025

Cell # 830 928-7055

PROPOSAL SUBMITTED TO: Mr. Tony Lombardi	JOB NAME _____	JOB # _____
ADDRESS 155 Airport Rd. Fbg. Tx 78624	JOB LOCATION Airport	DATE OF PLANS Start!
PHONE # _____	FAX # _____	ARCHITECT _____

**EXTERIOR:** We hereby submit specifications and estimates for: Preparing properly all Exterior of Airport office building wood trims, porches, ceilings, columns, siding. Will replace any rotted boards. Will sand, caulk and paint. All Exterior Surfaces listed above in colors indicated. Will match same existing colors. Will stain all back and front porch columns. Benjamin Moore Paints + stains.

**Interior:** Will sand, fill joints, openings and prepare properly for painting all Interior office building Ceilings, walls, trims, doors and wagner coat wood walls. Recommend Benjamin Moore finish Paints. All areas will be painted in two coats by brush + roll, no spray painting involved.

All Interior + Exterior paints, Labor and all other materials included for total and final amount of \$11,800.

We propose hereby to furnish material and labor - complete in accordance with the above specifications for the sum of:

\$ 11,800.

*[Signature]* Dollars

with payments to be made as follows: ~~Paying 50% deposit, 50% balance upon completion.~~

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted *Alfonso Sosa*

Note - this proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days.

## 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 outlined above.

Signature \_\_\_\_\_

Date of Acceptance \_\_\_\_\_

Signature \_\_\_\_\_

# MOORE Supply Co.



5003 - 420  
 Quotation  
 (Reprint)  
 4201 - 87

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

QUOTE DATE: 05/24/23	QUOTE NUMBER: S168310419
QUOTED BY: 777 MOORE SUPPLY FREDERICKSBURG 1128 SOUTH STATE-HIGHWAY 16 FREDERICKSBURG TX 78624-5049 830-992-3301 Fax 830-992-3420	PAGE NO: 1 of 1

Printed : 14:22:29 24 MAY 2023

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

SHIP TO:  
 GILLESPIE COUNTY 777  
 101 WEST MAIN ST  
 FREDERICKSBURG, TX 78624-5045

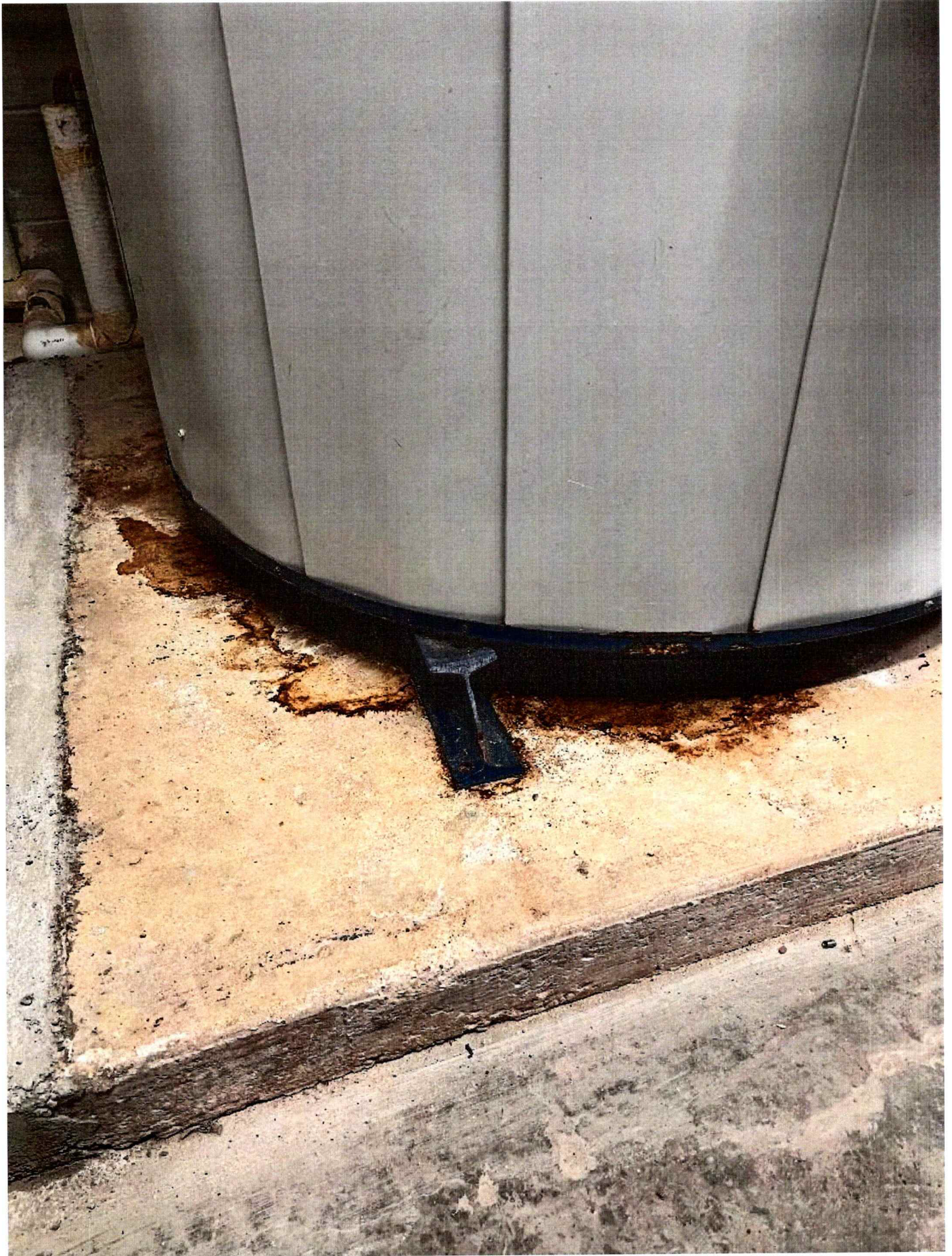
830-997-6777

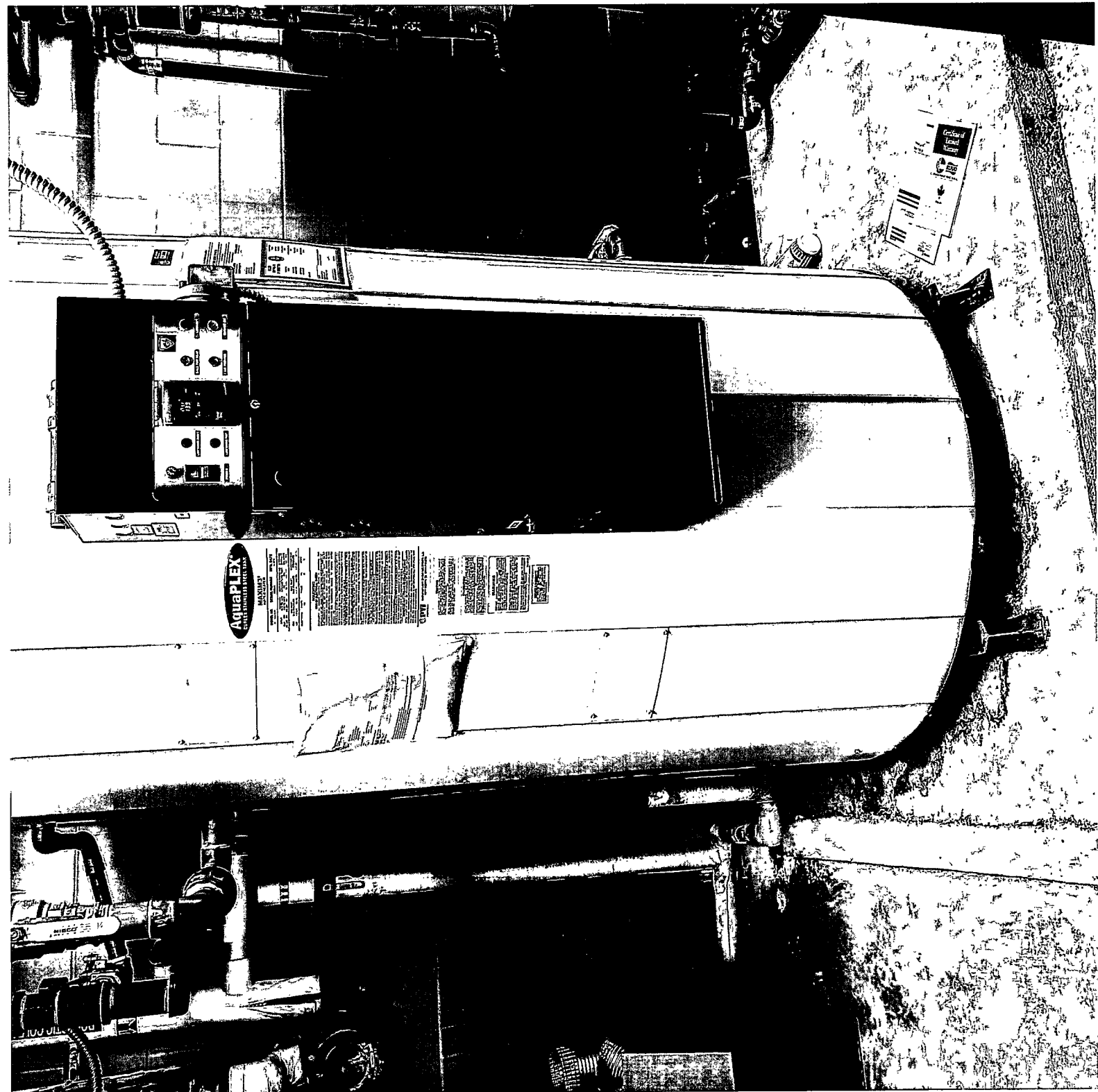
QUOTED FOR	CUSTOMER PURCHASE ORDER NUMBER	CUSTOMER RELEASE NUMBER	SALESPERSON
JOHN RAIL	JAIL	JAIL	House Account
WRITER	SHIP VIA	TERMS	EXPIRATION DATE
Brandon Durst	CPU CUST PICK UP	2% 10TH NET 25TH 1.5% SC55	07/08/23

QUOTE QTY	OUR PART#	DESCRIPTION	Net Prc	Ext Prc
2ea	660653	RHEEM GN100-200 476285 100GAL NAT GAS COMM WTR HTR 2000 ELEV LOW-NOX 73-1/16H 301/4D TAXES NOT INCLUDED	6325.000/ea	12650.00

Prices contained in this quote are the prices in effect at the time of quotation, and are subject to change at any time. We are not responsible for inaccurate quantity descriptions. Quantities should be checked against plans and specifications for accuracy. Special order material is non-cancellable. We are not responsible for delays not within our control.

Subtotal	12650.00
Bid Total	12650.00







# Evolve 365

## Training & Adoption Services

5/15/2023

### Submitted For:

Gillespie County, TX

### Created By:

Juan Garza

Customer Engagement Lead / DIB - Defense Industrial Base - CMMC RPO Registered (Registered Provider Organization)

[jgarza@go-planet.com](mailto:jgarza@go-planet.com)

Ph 971-361-2032

### PLANET TECHNOLOGIES, INC.

20400 Observation Drive, Suite 107

Germantown, MD 20876 USA

Phone (301) 721-0100

Fax (301) 721-0189

[www.go-planet.com](http://www.go-planet.com)



State & Local Microsoft Partner of the Year



Federal Microsoft Partner of the Year



O365 Cloud Microsoft Partner of the Year



Microsoft Regional Director



Microsoft Service Adoption Specialist



Microsoft Certified Training

### Microsoft Partner

- Gold Security
- Gold Project and Portfolio Management
- Gold Small and Midmarket Cloud Solutions
- Gold Messaging
- Gold Datacenter
- Gold Data Analytics
- Gold Cloud Productivity
- Gold Cloud Platform
- Gold Collaboration and Content
- Gold Enterprise Mobility Management
- Gold Data Platform
- Gold Windows and Devices
- Gold Application Integration
- Gold Application Development





## Subscription Service

Evolve 365 is being offered to customer as a three-year subscription service that begins on the contract date. Planet will bill customer every year on the renewal date (June 12th). After the multi-year plan is complete, Planet will share new pricing options with customer.

Any user who accesses Evolve 365 during the subscription year consumes one of the available licenses for that subscription year. At renewal, customers have the option to review their users list and removed any existing users to free up licenses going into the new subscription. During a subscription if a customer will be allowed to exceed their allotted user count by up to 100 users before they are required to purchase additional user licenses. New users can be added to the site in groups of 100 users or upon contract renewal.

If customer decides to cancel before the end of the three-year commitment, a 90 day, written notice is required along with a 3 month, prorated payment of \$912.50. During the 90 days all customized content that was created by customer will be delivered to a secure location, determined by the customer. Content will be provided in original formats, including MP4 and PDF files. If no location is specified by the customer, a link will be provided to the customer so that they can download their custom files.

## Evolve 365 Services & Pricing

### Evolve 365 - Complete Learning & Adoption Services

- Number of Users: 150
- Onboarding, Admin Training, Help Desk Training
- Online Training Video Content & Updates (Weekly)
- Check-in with Learning Strategist (Monthly)
- Customized Campaigns (1 per month)

### 3 Year Pricing Model

	Renewal Year 1	Renewal Year 2	Renewal Year 3
Renewal Costs w/ Multi Year Discount	\$3,650.00	\$3,650.00	\$3,650.00



## Signatures

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IN WITNESS WHEREOF, the parties have agreed to the terms and conditions of this Agreement as of the Effective Date.

Gillespie County, TX

Planet Technologies Inc.

---

Signature (below)

Date

---

Signature (below)

Date

---

Print Name, Title

---

Print Name, Title

---

Address

Planet Technologies  
9801 Washingtonian Blvd, Suite 360  
Gaithersburg, Maryland 20878



**FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT  
HILL COUNTRY REGIONAL PUBLIC DEFENDER’S OFFICE (HCRPDO)  
THE STATE OF TEXAS COUNTIES OF  
BANDERA, GILLESPIE, KENDALL, KERR, AND MEDINA**

This First Amendment to the above-referenced Interlocal Agreement (the Agreement) is made by and between:

BANDERA COUNTY, TEXAS (BANDERA), a political subdivision of the State of Texas, acting through its County Judge pursuant to authority granted by the BANDERA COUNTY Commissioners Court on the \_\_\_\_\_ day of \_\_\_\_\_, 2023;

GILLESPIE COUNTY, TEXAS (GILLESPIE), a political subdivision of the State of Texas, acting through its County Judge pursuant to authority granted by the GILLESPIE COUNTY Commissioners Court on the \_\_\_\_\_ day of \_\_\_\_\_, 2023;

KENDALL COUNTY, TEXAS (KENDALL), a political subdivision of the State of Texas, acting through its County Judge pursuant to authority granted by the KENDALL COUNTY Commissioners Court on the \_\_\_\_\_ day of \_\_\_\_\_, 2023;

KERR COUNTY, TEXAS (KERR), a political subdivision of the State of Texas, acting through its County Judge pursuant to authority granted by the KERR COUNTY Commissioners Court on the \_\_\_\_\_ day of \_\_\_\_\_, 2023; and

MEDINA COUNTY, TEXAS (MEDINA), a political subdivision of the State of Texas, acting through its County Judge pursuant to authority granted by the MEDINA COUNTY Commissioners Court on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

BANDERA, GILLESPIE, KENDALL, KERR, and MEDINA may be referred to herein individually as a Party, or collectively as Parties, acting pursuant to and in accordance with the Fair Defense Act, as established by the 77th legislature; Chapter 791 of the Texas Government Code; and the Article 26.044(b) of the Texas Code of Criminal Procedure.

I.

WHEREAS, the Parties executed that certain Interlocal Agreement dated to be effective for the Fiscal Year 2022-2023 (FY22-23) grant year for the purpose of creating the Hill Country Regional Public Defender’s Office (HCRPDO) as an administratively organized department of MEDINA for the benefit of all Parties; and

WHEREAS, the Parties now wish to amend Article II, Section 3 of the Agreement; the Parties, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby revoke, annul, and otherwise render null and void Article II, Section 3 of the Agreement and hereby substitute and replace said Article II, Section 3 with the following:

**“II. Agreement**

3. Each Party hereto agrees to pay its designated share of the HCRPDO to MEDINA, which is the administrative grantee Party operating the program on behalf of all the Parties. The payments shall be made monthly with each Party paying its respective contribution based on the actual monthly created case percentages multiplied by the actual monthly county match expenses for the HCRPDO. For example, if a Party had 100 actual cases created for month “A,” and the total actual cases created for month “A” was 400 cases, the case percentage (%) for the Party for month “A” would be 25%. If the actual monthly county match expenses for month “A” were \$100,000, that Party would receive an invoice for \$25,000 for month “A” from MEDINA.

The annual budget amount for each Party will be calculated on Actual Created Case percentages from June 1st of the previous year to May 31st of the current year multiplied by the county match budget expenses. For example, June 1, 2022 through May 31, 2023 had total created cases of 4,000 of which MEDINA had 1,000 created cases or 25%. FY23-24 has a county match budget expense of \$1,200,000. The FY 23-24 annual estimated budget for MEDINA will be \$300,000 ( $\$1,200,000 * 25\% = \$300,000$ ). Each Party paying for the performance of a function or service hereunder must make those payments from current revenues available to the Party.”

II.

In all other respects, we hereby ratify and confirm all provisions of the original Agreement.

This First Amendment to the Interlocal Agreement for the Hill County Regional Public Defender’s Office (HCRPDO) has been SIGNED and EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

{SIGNATURE PAGE FOLLOWS}

**COUNTY OF BANDERA  
STATE OF TEXAS**

By:

---

Honorable Richard A. Evans  
BANDERA County Judge

**COUNTY OF GILLESPIE  
STATE OF TEXAS**

By:

---

Honorable Daniel Jones  
GILLESPIE County Judge

**COUNTY OF KENDALL  
STATE OF TEXAS**

By:

---

Honorable Shane Stolarczyk  
KENDALL County Judge

**COUNTY OF KERR  
STATE OF TEXAS**

By:

---

Honorable Rob Kelly  
KERR County Judge

**COUNTY OF MEDINA  
STATE OF TEXAS**

By:

---

Honorable Keith Lutz  
MEDINA County Judge

**INTERLOCAL AGREEMENT FOR THE  
HILL COUNTRY REGIONAL PUBLIC DEFENDER'S OFFICE (HCRPDO)  
BY AND BETWEEN THE STATE OF TEXAS COUNTIES OF  
BANDERA, GILLESPIE, KENDALL, KERR, AND MEDINA  
FOR FISCAL YEAR 2023-2024 (FY23-24)**

**I. Participating Counties (Parties)**

1. This INTERLOCAL AGREEMENT (the Agreement) is made by and between:

BANDERA COUNTY, TEXAS (BANDERA), a political subdivision of the State of Texas, acting through its County Judge pursuant to authority granted by the BANDERA COUNTY Commissioners Court on the \_\_\_\_ day of \_\_\_\_\_, 2023; and

GILLESPIE COUNTY, TEXAS (GILLESPIE), a political subdivision of the State of Texas, acting through its County Judge pursuant to authority granted by the GILLESPIE COUNTY Commissioners Court on the \_\_\_\_ day of \_\_\_\_\_, 2023; and

KENDALL COUNTY, TEXAS (KENDALL), a political subdivision of the State of Texas, acting through its County Judge pursuant to authority granted by the KENDALL COUNTY Commissioners Court on the \_\_\_\_ day of \_\_\_\_\_, 2023; and

KERR COUNTY, TEXAS (KERR), a political subdivision of the State of Texas, acting through its County Judge pursuant to authority granted by the KERR COUNTY Commissioners Court on the \_\_\_\_ day of \_\_\_\_\_, 2023; and

MEDINA COUNTY, TEXAS (MEDINA), a political subdivision of the State of Texas, acting through its County Judge pursuant to authority granted by the MEDINA COUNTY Commissioners Court on the \_\_\_\_ day of \_\_\_\_\_, 2023.

BANDERA, GILLESPIE, KENDALL, KERR, and MEDINA may be referred to herein individually as a Party, or collectively as Parties. This Agreement is made pursuant to the Fair Defense Act, as established by the 77th Legislature through the passage of the Fair Defense Act; Chapter 791 of the Texas Government Code; and Article 26.044(b) of the Texas Code of Criminal Procedure.

**2. Notices**

All written notices called for or required by this Agreement shall be addressed to the following addresses. In addition, each Party may designate a different address by giving the other Parties at least ten (10) days prior written notice of such change of address:

COUNTY OF BANDERA  
Honorable Richard A. Evans  
P.O. Box 877  
Bandera, TX 78003

COUNTY OF KENDALL  
Honorable Shane Stolarczyk  
201 E. San Antonio Ave., Ste. 122  
Boerne, TX 78006

COUNTY OF GILLESPIE  
Honorable Daniel Jones  
101 W. Main, Unit #9  
Fredericksburg, TX 78624

COUNTY OF KERR  
Honorable Rob Kelly  
700 Main St., Ste. 101  
Kerrville, TX 78028

COUNTY OF MEDINA  
Honorable Keith Lutz  
1300 Ave. M, Rm. 250  
Hondo, TX 78861

## **II. Agreement**

The Parties hereby agree that the following statements are true and correct and constitute the basis upon which each has entered into this Agreement:

WHEREAS, each governing body finds that the availability of court appointed counsel for indigent defendants is necessary for the benefit of the public and that each has the legal authority to perform and to provide the government function or service which is the subject of this Agreement; and

WHEREAS, the performance of this Agreement by each Party will be in the common interest of all Parties and will benefit the general public;

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The HILL COUNTRY REGIONAL PUBLIC DEFENDER'S OFFICE (HCRPDO) is administratively organized as a department of and subject to the policies and procedures of MEDINA on behalf of all Parties. It is the intent of the Parties that the HCRPDO be funded by a grant from the Texas Indigent Defense Commission (TIDC) and by funds contributed by each Party. The Parties shall also participate in pro rata funding of the HCRPDO based upon each Party's actual monthly created caseload. The HCRPDO will provide court appointed counsel to adults and juveniles who are accused of, or appealing a conviction of, felonies or misdemeanors punishable by confinement, and who, upon providing proof, are not financially able to employ counsel.

2. The County Courts, County Courts at Law, and District Courts (the Courts) of each Party shall participate in the program. The program allows the Courts of each Party to appoint the HCRPDO for all cases in which appointment of counsel is appropriate. The program covers adult and juvenile offenders. Some appointments may occur outside of this agreement due to conflicts in representation (i.e., multiple defendants in a case) or capital death penalty cases, which are not included in this agreement. Absent such a situation, the Parties agree that all eligible appointments shall be directed to the HCRPDO.
3. Each Party hereto agrees to pay its designated share of the HCRPDO to MEDINA, which is the administrative grantee Party operating the program on behalf of all the Parties. The payments shall be made monthly with each Party paying its respective contribution based on the actual monthly created case percentages multiplied by the actual monthly county match expenses for the HCRPDO. For example, if a Party had 100 actual cases created for month "A," and the total actual cases created for month "A" was 400 cases, the case percentage (%) for the Party for month "A" would be 25%. If the actual monthly county match expenses for month "A" were \$100,000, that Party would receive an invoice for \$25,000 for month "A" from MEDINA.
4. The annual budget amount for each Party will be calculated on Actual Created Case percentages from June 1st of the previous year to May 31st of the current year multiplied by the county match budget expenses. For example, June 1, 2022, through May 31, 2023, had total created cases of 4,000 of which MEDINA had 1,000 created cases or 25%. FY23-24 has a county match budget expense of \$1,200,000. The FY 23-24 annual estimated budget for MEDINA will be \$300,000 ( $\$1,200,000 * 25\% = \$300,000$ ). Each Party paying for the performance of a function or service hereunder must make those payments from current revenues available to the Party.
5. Each Party's County Commissioners' Court agrees to appoint two (2) representatives except MEDINA which agrees to appoint three (3) representatives to serve on the Oversight Board (the Board). The Board is responsible for recommending the selection and removal of the Chief Public Defender and reviewing overall operations and activities of the HCRPDO. The Board shall be governed according to the Oversight Board Membership and Policies which is in a separate document from this Agreement.
6. Nothing contained in this Agreement is intended to create a partnership or joint venture between the Parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint any Party as an agent of the other Party, for any purpose whatsoever.
7. The failure of any Party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that Party's right to insist upon appropriate performance or to assert any such right on any future occasion.
8. If any action, whether real or asserted, at law or in equity, arises based on any provision of this Agreement, venue for such action shall lie in state courts located in Medina County, Texas. This Agreement shall be construed in accordance with the laws of the State of Texas.
9. The provisions and conditions of this Agreement are solely for the benefit of the Parties and are not intended to create any rights, contractual or otherwise, to any other person or entity.



10. It is expressly understood and agreed by the Parties to this Agreement that if the performance of any obligation hereunder is delayed by reason of war; civil commotion; acts of God; inclement weather; governmental restrictions, regulations, or interferences; delays caused by unforeseen construction or site issues; fire or other casualty; court injunction; necessary condemnation proceedings; acts of the other Party, its affiliates/related entities and/or their contractors; any actions or inactions of third parties; or other circumstances which are reasonably beyond the control of the Party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstances is similar to any of those enumerated or not; the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such performance shall be extended for a period of time equal or the period such party was delayed due to the event causing delay.
11. This Agreement shall become effective October 1, 2023, and shall be effective through midnight on September 30, 2024. Any Party may opt out of the Agreement annually on October 1st of a given year by giving a 90-day written notice to the Board and to all Commissioners' Courts participating in this Agreement. Otherwise, the Agreement shall automatically renew with the same renewal provision for any extension thereafter.
12. This Agreement, including any exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the Parties as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement. This Agreement may be executed by multiple originals, each to be submitted for approval to each Party's Commissioners Court.

**SIGNED AND EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**{SIGNATURE PAGE FOLLOWS}**

COUNTY OF BANDERA  
STATE OF TEXAS

By:

---

Honorable Richard A. Evans  
BANDERA County Judge

COUNTY OF GILLESPIE  
STATE OF TEXAS

By:

---

Honorable Daniel Jones  
GILLESPIE County Judge

COUNTY OF KENDALL  
STATE OF TEXAS

By:

---

Honorable Shane Stolarczyk  
KENDALL County Judge

COUNTY OF KERR  
STATE OF TEXAS

By:

---

Honorable Rob Kelly  
KERR County Judge

COUNTY OF MEDINA  
STATE OF TEXAS

By:

---

Honorable Keith Lutz  
MEDINA County Judge



# TEXAS ASSOCIATION *of* COUNTIES

## HEALTH AND EMPLOYEE BENEFITS POOL

May 23, 2023

Hon. Daniel Jones  
Gillespie County Judge  
101 W Main St Rm 101  
Fredericksburg, TX 78624-3745

Dear Judge Jones:

The Texas Association of Counties Health and Employee Benefits Pool (TAC HEBP) is pleased to enclose Gillespie County's employee benefit renewal for your upcoming plan anniversary date.

For over a decade, the Pool renewal has been below the state average for health plan rate increases. We continue to see an uptick in high-cost claimants (individuals whose claims exceed \$50,000). Still, the Pool renewal average of 6.2% is once again below the projected 2024 medical and prescription drug trend (healthcare cost inflation) for Texas, which is 7–13%.

Renewal rates are set annually using a comprehensive actuarial process that determines the amount needed by the Pool to fund claims and operating costs for the coming year. We then evaluate each individual county or district based on a combination of the group's size, claims experience, high-cost claimants, age and gender statistics, and geographic area (healthcare claims vary significantly by geographic region of the state). Based on this analysis, your group's renewal rate may be above or below the Pool average. Your renewal rates for Plan Year 2024 are enclosed, along with your TAC Employee Benefits and Wellness Consultants' contact information. Your renewal information may include alternate benefit plans (if not, alternates are available upon request).

We are pleased to announce several changes/enhancements to TAC HEBP dental, life and vision products as result of a recent RFP for those offerings. Please see the material included with your renewal packet for more information.

TAC HEBP understands how valuable healthcare benefits are for your employees and their families. We appreciate your partnership with the Pool and want to continue helping Gillespie County offer this important benefit. Again, we thank you for your membership in the Pool and look forward to working with you during the upcoming plan year.

Sincerely,

Quincy Quinlan, Director  
Health and Benefits Services Department  
Texas Association of Counties

cc: Jennifer Doss



***Gillespie County's Renewal Rate change(s) for Plan Year 2024:***

***Health Plan:*** 7.2%

***Dental Plan:*** -10.5% (***Note:*** Dental benefit improvements for PY2024, see attached)

***Life Plan(s):*** No change to current Life rates. (***Note:*** New Life coverage provider for PY2024, see attached)

***Vision Plan:*** No change to current Vision rates. (***Note:*** New plan options for PY2024, see attached)

***NOTE: Deadline for returning signed renewal documents to TAC HEBP: June 28, 2023***

Contact your TAC Employee Benefits Consultant right away if you:

- Want to discuss alternates (which may lower rates), and/or to learn about the impact of changes to your plan
- Want information about other TAC HEBP employee benefit plans (Dental, Life, or Vision)
- Are considering changes to your personnel policies that will affect benefits (such as adding/dropping retiree benefits, changing waiting period, etc.)

***Your Employee Benefits Consultant: Ernesto Martinez (ernestom@county.org) (800) 456-5974***

- ***Healthy County forms:*** Your renewal packet includes Healthy County Contacts and CSI (County Specific Incentive) documents. Please review and make changes as needed to your Wellness contact information. Please complete both forms and return them with your renewal. Contact your TAC Wellness Consultant if you have any questions.  
***Your Wellness Consultant: Mark Zollitsch (markz@county.org) (800) 456-5974.***
- ***Employee Open Enrollment:*** You have the option to allow employees to make their open enrollment changes online through the Employee Self-Service portal by logging on to <https://mybenefits.county.org>.
- ***Affordable Care Act Fees:*** The HEBP Board voted to pay 2023 ACA fees on behalf of Pooled groups; see attached 'Health Care Reform Updates' document for details.
- ***Open Enrollment Toolkit:*** This will be sent via email by July 18 and contains the forms and notices your group will need to process employee benefit renewals.
- ***When It's Due:*** Once your renewal benefit decision has been approved, complete Gillespie County's Renewal Notice and Benefits Confirmation (RNBC) AND Healthy County Wellness Contacts and CSI forms, print and initial/sign where indicated, and return to TAC HEBP via email, or fax to (512) 481-8481 on or before the date shown below.

***ACTION REQUIRED:*** Please present the renewal, with Alternates if desired, to the Commissioners Court for a decision. Once the renewal plan has been selected, complete the RNBC form online, and **return the initialed and signed RNBC to TAC no later than June 28, 2023.**

***NOTE:*** Submitting your RNBC after the due date will result in a delay in implementing your benefit plan renewal, including employee enrollment changes.

# TAC HEBP Member Contact Designation Gillespie County

## CONTRACTING AUTHORITY

As specified in the Interlocal Participation Agreement, each Member Group hereby designates and appoints, as indicated in the space provided below, a Contracting Authority of department head rank or above and agrees that TAC HEBP shall NOT be required to contact or provide notices to ANY OTHER person. Further, any notice to, or agreement by, a Member Group's Contracting Authority, with respect to service or claims hereunder, shall be binding on the Member. Each Member Group reserves the right to change its Contracting Authority from time to time by giving written notice to TAC HEBP.

Please list changes and/or corrections below.

**Name/Title** Jennifer Doss/HR Director

**Address** 101 West Main St, Unit 11  
Fredericksburg, TX 78624-3745

**Phone** 830--30-7-37

**Fax** 830-307-3782

**Email** jdoss@gillespiecounty.org

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## BILLING CONTACT

Responsible for receiving all invoices relating to HEBP products and services.

Please list changes and/or corrections below.

**Name/Title** Jennifer Doss/HR Director

**Address** 101 W. Main Street, Unit 11  
Frederickburg, TX 78624

**Phone** 830--30-7-37

**Fax** 830-307-3782

**Email** jdoss@gillespiecounty.org

**HIPAA Secured Fax**

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## COUNTY REPRESENTATIVE

HEBP's main contact for daily matters pertaining to the health benefits.

Please list changes and/or corrections below.

**Name/Title** Jennifer Doss/HR Director

**Address** 101 West Main St, Unit 11  
Frederickburg, TX 78624

**Phone** 830-307-3772

**Fax** 830-307-3782

**Email** jdoss@gillespiecounty.org

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Date: \_\_\_\_\_

\_\_\_\_\_  
**Signature of County Judge or Contracting Authority**

\_\_\_\_\_  
**Please PRINT Name and Title**

*The Texas Association of Counties would like to thank you for your membership in the only all county-owned and county directed Health and Employee Benefits Pool in Texas.*



TEXAS ASSOCIATION of COUNTIES  
HEALTH AND EMPLOYEE BENEFITS POOL

## HEALTHY COUNTY WELLNESS CONTACT DESIGNATION

### Gillespie County

#### WELLNESS COORDINATOR

The Wellness Coordinator is the primary contact regarding the Healthy County wellness program. The wellness coordinator is responsible for administrating Healthy County components and informing employees of all wellness resources available.

**Current Wellness Coordinator**

**Name:** Ms. Jennifer Cude Doss

**Title:** HR Director

**Address:** 101 W Main St Unit #11  
Fredericksburg, TX 78624-3745

**Email:** jdoss@gillespiecounty.org

**Phone Number:** (830) 307-3772

**Fax Number:**

**Please list changes and/or corrections:**

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#### WELLNESS SPONSOR

The Wellness Sponsor is responsible for supporting the coordinator in administrating Healthy County components and encouraging county employees to access all Healthy County wellness resources available. An elected official in this role is preferred to illustrate management support for wellness.

**Current Wellness Sponsor**

**Name:**

**Title:**

**Address:**

**Email:**

**Phone Number:**

**Fax Number:**

**Please list changes and/or corrections:**

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Contracting Authority Signature: \_\_\_\_\_

Date: \_\_\_\_\_



TEXAS ASSOCIATION of COUNTIES  
HEALTH AND EMPLOYEE BENEFITS POOL

## HEALTHY COUNTY: COUNTY SPECIFIC INCENTIVE PROGRAM

A County Specific Incentive (CSI) is a wellness program that rewards employees and/or spouses for healthy behaviors such as completing an annual exam, tobacco affidavit, or participating in a physical activity program in exchange for avoiding a premium contribution, a lower monthly premium, earn additional days of PTO, or other rewards decided on by the County or District. Penalties and Rewards are administered at the county or district level.

Healthy County is available to assist in the process of designing, communicating, and tracking a CSI. Employees will be able to view their progress and completion of the incentive online or on the mobile app.

### YOUR COUNTY OR DISTRICT'S CSI

Our records indicate that your County or District does not currently have a CSI. Please make a selection below to let us know if you would like to implement a CSI or learn more about implementing a CSI. Your county or district's Wellness Consultant will reach out to you to discuss design options. Also, please feel free to contact your county or district's Wellness Consultant at any time to begin this process. If your County or District decides to implement a CSI, there is a six week waiting period before employees can view the program online.

- We would like to implement a CSI Program for the 2023-2024 plan year.
- We are interested in learning more about the CSI Program.
- We are not interested in learning more about the CSI Program at this time.

County or District Name: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Contracting Authority Signature: \_\_\_\_\_

Date: \_\_\_\_\_

# PLAN YEAR 2024

## KEY RENEWAL DATES:

**OCTOBER 1  
ANNIVERSARY DATE**

MAY

**5**

HEBP Board Meeting

MAY

**23-24**

Renewals Sent to Groups\*  
(via email to HEBP Contracting Authority and Primary Contact)

JUNE

**28**

**Renewal Response Due to TAC HEBP**

JULY

**18**

Open Enrollment Toolkits Sent (via email)

AUGUST

**16**

OASys Entry Opens

SEPTEMBER

**22**

October Pre-Invoice Distributed

SEPTEMBER

**30**

OASys Entries Close

OCTOBER

**01**

Renewal In Effect  
(Final Invoice distributed 10/2/24)

*\*Look at Commissioners Court/  
Board meeting dates **now** and plan  
to place renewal discussion on  
agenda(s) or schedule workshops*



TEXAS ASSOCIATION of COUNTIES  
HEALTH AND EMPLOYEE BENEFITS POOL





# TEXAS ASSOCIATION of COUNTIES HEALTH AND EMPLOYEE BENEFITS POOL

## Vision Benefit Plan Election

Group Name: \_\_\_\_\_ Group Number: \_\_\_\_\_ AD: \_\_\_\_\_

Your group is currently enrolled in the Vision Value Plan. If you would like to make changes to your vision plan, please select one of the plans below to offer for the upcoming plan year and complete the contribution schedule according to your group's funding levels. Email the completed election form to your Employee Benefits Specialist or fax to (512) 481-8481, no later than 6/28/2023. Email or call your Employee Benefit Specialist at 1-800-456-5974 with any questions.

VISION PLAN (Select One)	
<input type="checkbox"/> <b>Vision Premium Plan</b> Frequency: 12/12/12 Examination: 1 every 12 months Lenses or Contact Lenses: 1 every 12 months Frames: 1 every 12 months, \$0 Copay, \$180 Allowance, 20% off balance over \$180 Exam with Dilation: \$0 Copay	<input type="checkbox"/> <b>Vision Value Plan (Current Plan)</b> Frequency: 12/12/24 Examination: 1 every 12 months Lenses or Contact Lenses: 1 every 12 months Frames: 1 every 24 months, \$0 Copay, \$130 Allowance, 20% off balance over \$130 Exam with Dilation: \$10 Copay
<input type="checkbox"/> <b>Vision Base Plan</b> Frequency: 12/12/24 Examination: 1 every 12 months Lenses or Contact Lenses: 1 every 12 months Frames: 1 every 24 months, \$0 Copay, \$100 Allowance, 20% off balance over \$100 Exam with Dilation: \$10 Copay	
Your payroll deductions for vision benefits are: <input type="checkbox"/> Pre-Tax <input type="checkbox"/> Post-Tax	
Are retirees allowed on the vision plan? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If yes,</i> <input type="checkbox"/> Pre-65 <input type="checkbox"/> Post-65	
Does your group have a broker or consultant? Broker: <input type="checkbox"/> Yes <input type="checkbox"/> No   Consultant: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Broker/consultant's name, if applicable:	Broker Comm.:

Tier	Monthly Rates*	Amount Employer Pays	Amount Employee Pays	Amount Retiree Pays
Employee Only		\$	\$	\$
Employee + Child(ren)		\$	\$	\$
Employee + Spouse		\$	\$	\$
Employee + Family		\$	\$	\$

\*Note: Rates shown do not include a broker commission unless specified above.

\_\_\_\_\_  
Signature (County Judge or Contracting Authority)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title

# NEW HEALTHY COUNTY WELLNESS PLATFORM FOR PLAN YEAR 2024

## A PERSONALIZED WELL-BEING PLATFORM

# WebMD ONE

WebMD ONE is the most empowering well-being platform. With a thoughtful and personal approach to connecting individuals with the best solutions for their needs, WebMD ONE helps to inspire well-being in everyone—all while helping organizations exceed their business objectives.



### WebMD ONE helps organizations:

- Create and maintain a culture of well-being.
- Increase engagement.
- Address whole-person well-being.
- Empower people to live happy, healthy lives.
- Offer strategic, relevant solutions for everyone.



### WebMD ONE helps individuals:

- Begin or continue their personal journey toward well-being.
- Understand their current health status and areas to improve.
- Create daily habits that lead to long-term behavior change.
- Connect with peers who are working toward the same goals.
- Find and access the tools, resources and benefits their organization offers.

Explore the wellness services and solutions available within this easy-to-use platform.

### Well-Being Solutions

Digital Coaching • Wellness Challenges • Financial Wellness • Stress & Resilience • Health Content & Videos • Personal Health Record • Health Assessment • Community

### Engagement Services

Communication Services • Biometric Screenings • Health Coaching • Dedicated Well-Being Services • Rewards & Incentives

### Program Success Solutions

Integration Capabilities • Segmentation Expertise • Reporting & Analytics • Well-Being Program Evaluations



## There's so much WebMD ONE can support.

It even integrates with your other partners and internal resources to make finding and using all your offerings easy. And, each solution can be targeted to specific segments of your population to provide even more personalized well-being experiences.



### Well-Being That Works

Participants improved:

57% WELL-BEING *and*  
MANAGING THEIR  
CONDITIONS

60% MANAGING  
DIABETES

62% MANAGING  
ASTHMA

50% EXERCISE

65% MANAGING  
HYPERTENSION



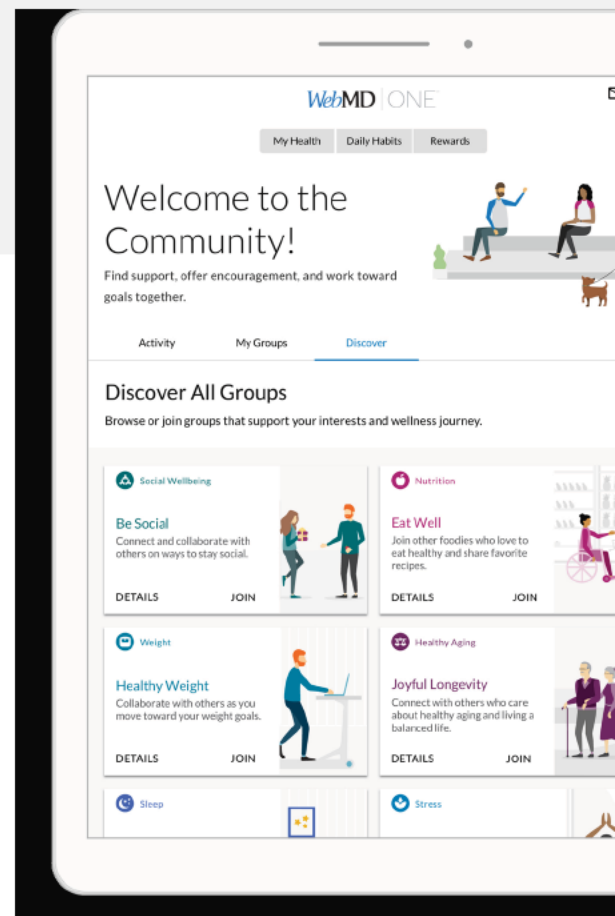
The instant reward of seeing the progress or completion is motivating. It's also quick and easy to log in and check tasks off, which makes it more likely that I will do it."

PARTICIPANT



The greatest opportunity with WebMD ONE was to incorporate our other programs beyond wellness—stewardship, sustainability, diversity and inclusion, and learning and engagement. It was important to us to incorporate all of these programs into one for holistic well-being."

CLIENT











# The Power of One

The administration of your cafeteria plan, including Section 125 Plan Document/ SPD for pre-tax premiums, health savings accounts (HSAs), flexible spending accounts (FSAs), and health reimbursement arrangements (HRAs) is even easier when you choose WEX as your one partner for all of these plans.



## Benefits for you - the employer

-  Money saved through bundled pricing.
-  Time saved by working in one technology platform, LEAP.
-  One partner with flexible support options for all of your service needs.
-  Simplified exchange of data by using one file for all benefits.
-  Easier implementation, renewal and open enrollment by working with one trusted partner.
-  Less risk sending your employees' personal information to one partner.
-  Experienced oversight and guidance to ensure compliance when your benefits are viewed holistically.
-  Reporting and analytics for all your plans in one place.

## 90%

Of our clients choose us because they're looking for a better service experience for themselves and their employees.

## 4.65 of 5

The rating our clients gave our single-source employee benefits administration hub.

## 94%

Of our clients continue to partner with us during renewal because of the experience and support we provide them and their employees.

## Benefits for employees



**Avoid confusion** and easily spend funds with one, smart debit card for all benefits. Or pay on mobile through Apple Pay or Samsung Pay.



**Consistent experience** whether on mobile or online for all their benefits.



**One source** for all questions, including options such as phone, email, chat, and a 24/7 knowledgebase.



TEXAS ASSOCIATION *of* COUNTIES  
HEALTH AND EMPLOYEE BENEFITS POOL

Simplifying benefits  
for everyone.





# TEXAS ASSOCIATION *of* COUNTIES HEALTH AND EMPLOYEE BENEFITS POOL

## Affordable Care Act (ACA) Update for 2023 – 24 Plan Year

### *ACA Related Legislation*

As of the date of this printing, ACA regulations and requirements remain in effect. TAC HEBP continues to monitor legislative efforts to modify the ACA, and will provide education and guidance to our Pool members if and when changes affecting your plans and/or reporting requirements are forthcoming. We utilize outside sources as well as TAC staff to monitor and analyze this issue. The guidance in this document is based on the law as it currently exists. However, the update should not be regarded as legal advice. We encourage you to check with your county attorney for a thorough discussion of statutory interpretation issues.

### *Large Employer Coverage Mandates*

Effective for plan years beginning on or after Jan. 1, 2016, employers with 50 or more full time equivalent employees must offer health coverage to at least 95% of employees who work an average of 30 hours per week or more. The coverage must meet minimum value (pay at least 60 percent of covered costs; all TAC plans comply with this requirement) and be considered affordable (employer cannot collect more than 9.61% of employee's W-2 Box 1 income for self-only coverage).

### *Measurement Periods*

Employers should have defined a standard measurement period of between 3 and 12 months for tracking the hours of part-time and variable-hour employees. For plan years beginning on or after January 1, 2015, employees who work on average 30 hours per week or more during the preceding measurement period must be offered health coverage. The employee must be offered coverage for a period of time equal to or greater than the length of the measurement period but not less than 6 months. Coverage will start after a standard administrative period of not more than 90 days.

### *ACA Fees*

ACA fees for this plan year are as follows: The Patient-Centered Outcomes Research Institute (PCORI) fee is to help fund research relating to patient-centered outcomes and evaluating risks and benefits of medical treatments, services, etc. This fee was originally set to end after 2019, but has been reinstated. For 2022, the fee was \$3.00 per member per year, payable in July, 2023.

For the 2023-24 plan year, the HEBP Board of Directors has elected to pay these fees on behalf of all Pool members.

## *ACA Reporting*

2023 is the 9th year of reporting requirements under the ACA. In January 2024\*, all employers with 50 or more full time equivalent employees must provide a form 1095C to every employee or former employee who worked full time for any month during calendar year 2022. (Full time for ACA purposes is working 30 hours per week on average over the course of the employer's measurement period.) NOTE: The IRS now requires employers who file more than ten (10) 1095C forms to file them electronically (prior to 2023 the threshold was 250 returns).

*\* Historically, each year the IRS has extended this deadline to the end of February.*

A copy of these forms must be provided to the IRS along with an informational transmittal form (1094C). The purpose of this reporting is to allow the IRS to determine whether the employer has satisfied the ACA Employer Mandate, and to determine whether employees and their dependents were eligible for subsidies when purchasing coverage through the Federal Exchange.

TAC HEBP will continue offering ARTS (Affordable Care Act Reporting and Tracking Service) to counties and districts who utilize our health plans at no charge, which will enable them to produce the necessary forms. In addition to producing the required forms and filing them with the IRS, ARTS will also track lookback measurement periods and perform affordability testing when applicable.

Your employees and any covered retiree or COBRA participant may also be issued a form 1095B from TAC HEBP. The 1095B provides proof of individual coverage for employees and their enrolled dependents. Although penalties were eliminated for the ACA Individual Mandate as of 1/1/2019, the IRS has not eliminated the requirement for producing and filing these forms. Forms for calendar year 2023 will be available **upon request only** in February 2024. The forms will be filed with the IRS as required.

### *Limits on Cost-sharing and Combined maximum out-of-pocket*

Effective for plan years beginning on or after Jan. 1, 2014, **non-grandfathered** health plans are subject to limits on cost-sharing or out-of-pocket costs. For 2023-2024, out-of-pocket expenses may not exceed **\$9,100** for self-only coverage and **\$18,200** for family coverage. Out-of-pocket costs which apply to these limits include medical plan co-payments, deductibles, and co-insurance AND prescription co-payments and deductibles.

*Updated May 2023*

# OPEN ENROLLMENT MADE EASIER!

**MYBENEFITS.COUNTY.ORG**

**With the TAC HEBP Employee Self-Service (ESS) Portal...**

Employees can make their Open Enrollment elections online during the annual open enrollment period.

Changes are posted to OASys in real time.

OASys will produce a weekly report for admin users with all changes that have been entered by employees.

Customize the ESS Portal for your county/district!

TAC HEBP can add links to your other benefit providers on the portal, so employees can use the ESS to access information about all the benefits available to them.

TAC HEBP can help you promote MyBenefits.County.Org to employees with promotional materials, email blasts, and how-to instructions.

Employees can make address and phone number changes online throughout the year.

Employees who do not have election changes for the new plan year can let their elections automatically roll over.

Employees can also access:

- Resource Guides
- Benefit Booklets
- Confirmation Statements
- Medical, Prescription, Dental\*, Vision\*, & Life\* Benefits
- TCDRS
- Healthy County
- Employee Assistance Program\*
- And so much more!

The ESS Portal has enhanced sign-on security with multi-factor authentication. This requires members to register with an email address or cell phone number. Once registered, this information will be saved to their OASys record.



**TEXAS ASSOCIATION of COUNTIES**  
**HEALTH AND EMPLOYEE BENEFITS POOL**

\*Only applicable if your group offers these benefits through TAC HEBP

# EMPLOYEE SELF-SERVICE (ESS) PORTAL FAQs

**MYBENEFITS.COUNTY.ORG**

Employees are not required to use the ESS Portal to enter their open enrollment elections. It is up to the county to decide how they would like to track employee's benefit elections at open enrollment.

If your county/district does not want to allow employees to make open enrollment elections on the ESS Portal, please contact your TAC Employee Benefits Specialist to request that the feature is turned off.

The ESS Portal is the same portal located at [mybenefits.county.org](http://mybenefits.county.org) that we've used for several years. Employees can directly access BCBSTX and Navitus with additional links to Healthy County, TCDRS, etc.

TAC values every member, and respects their privacy. Personal contact information is important to us and our claims administrators (BCBSTX and Navitus) so members can be reached about their benefits. TAC will not sell or share email addresses with any other entity.

Employees who do not have (or do not want to provide) an email address are encouraged to set up a free email account (Gmail, Yahoo, etc.) just for this purpose. They never have to access the account again if they do not want to.





TEXAS ASSOCIATION of COUNTIES  
**Health and Benefits Services Department**

**NORTHWEST**

EMPLOYEE BENEFITS CONSULTANT  
**Kathy Davenport**

WELLNESS CONSULTANT  
**Stacey Bruington**

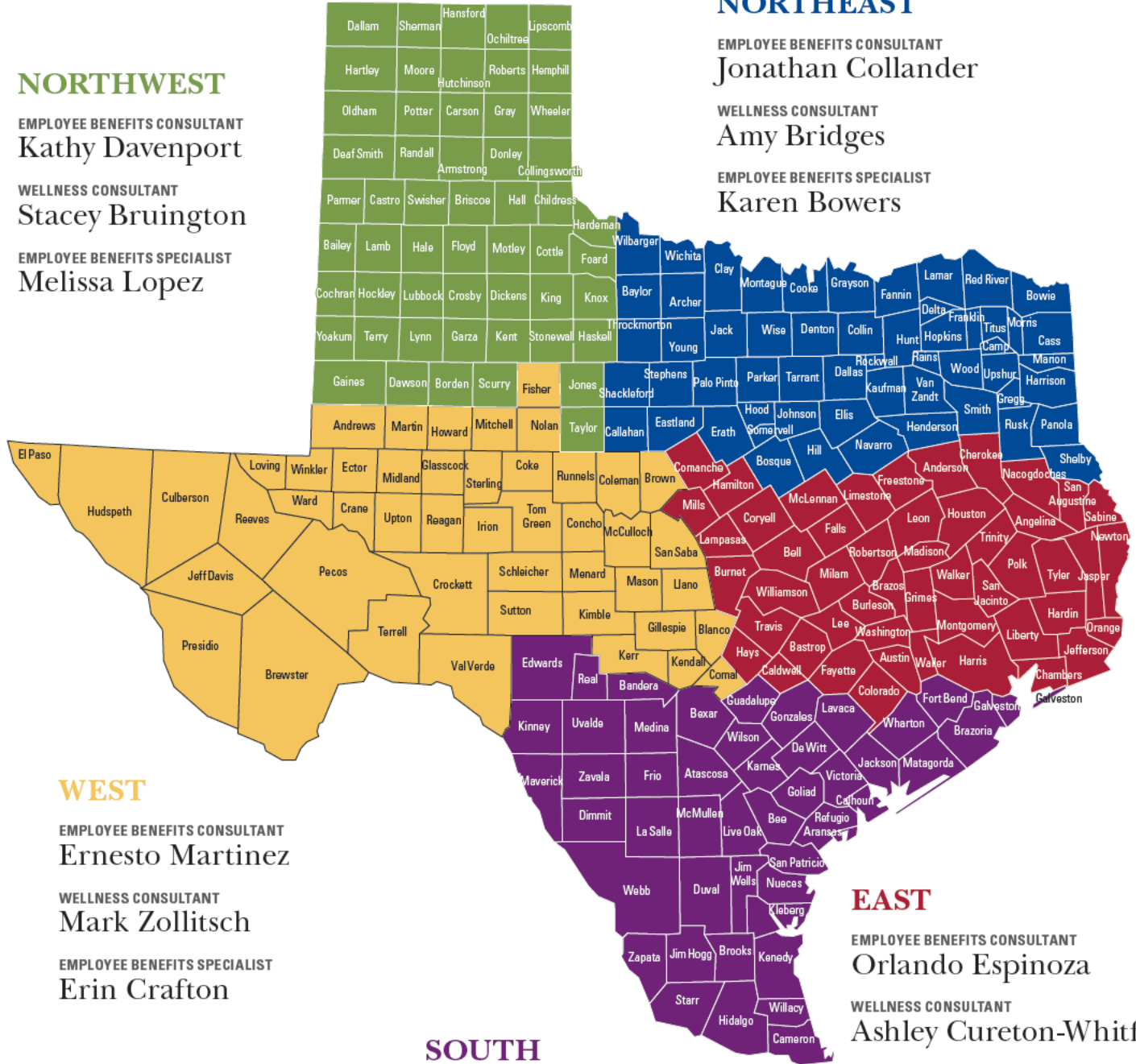
EMPLOYEE BENEFITS SPECIALIST  
**Melissa Lopez**

**NORTHEAST**

EMPLOYEE BENEFITS CONSULTANT  
**Jonathan Collander**

WELLNESS CONSULTANT  
**Amy Bridges**

EMPLOYEE BENEFITS SPECIALIST  
**Karen Bowers**



**WEST**

EMPLOYEE BENEFITS CONSULTANT  
**Ernesto Martinez**

WELLNESS CONSULTANT  
**Mark Zollitsch**

EMPLOYEE BENEFITS SPECIALIST  
**Erin Crafton**

**SOUTH**

EMPLOYEE BENEFITS CONSULTANT  
**Clarissa Martinez**

WELLNESS CONSULTANT  
**Biral Patel**

EMPLOYEE BENEFITS SPECIALIST  
**Heather Hanson**

**EAST**

EMPLOYEE BENEFITS CONSULTANT  
**Orlando Espinoza**

WELLNESS CONSULTANT  
**Ashley Cureton-Whitfield**

EMPLOYEE BENEFITS SPECIALIST  
**Hailey Gajewski**

(800) 456-5974  
*county.org*



## *Frequently Asked Questions about Grandfathered Health Benefit Plans*

### **1) What is a “grandfathered plan”?**

Grandfathered health plans under the Patient Protection and Affordable Care Act (ACA) are those existing without major changes to their provisions since March 23, 2010, the date of the ACA's enactment.

### **2) What makes a non-grandfathered plan different?**

***Grandfathered** plans do not have to comply with several ACA requirements, including those listed below, which **Non-grandfathered** plans **must** comply with:*

- Provide coverage for preventive care without member cost-sharing (no co-pays, deductibles, or coinsurance) when using an in-network provider. There are over 60 services included in this requirement, including annual wellness visits for all ages, age and gender appropriate immunizations and screenings, and contraceptive services for women. A full listing can be found at <http://www.healthcare.gov/what-are-my-preventive-care-benefits>
- Limitations on out-of-pocket maximum amounts
- External review of appeals: a member who contests the denial of a service recommended by his/her medical provider can request an appeal by a federally appointed external review board; the cost of this appeal is charged to the plan
- Coverage for out-of-network emergency services at no additional cost over in-network cost
- Coverage of routine costs associated with clinical trials

### **3) What causes a plan to lose grandfathered status?**

*Changing the balance of employer and employee share of costs as follows:*

- Increase co-pays by more than \$5 or a percentage equal to medical inflation plus 15%, whichever is greater.

*Example: if the plan had a \$20 office visit co-pay in March of 2010, it could be increased to \$25 without losing grandfathered status*

- Increase deductible or maximum out-of-pocket amount by more than a percentage equal to medical inflation plus 15%, whichever is greater.

*Example: if the plan had a \$500 deductible and a \$2500 out-of-pocket maximum in March of 2010, it could increase the deductible to \$600 and the out-of-pocket maximum to \$3100 without losing grandfathered status (note that these are non-standard amounts for TAC HEBP plans)*

- Decrease percentage of plan coinsurance rate by any amount.

*Example: if the plan had a 90% coinsurance rate in March of 2010, it could not decrease the rate to 80% without losing grandfathered status*

- Lower the employer contribution rate by more than 5% for any group of covered persons, or increase employee contribution rate from \$0 to any amount.

*Example: if the employer paid \$1000 per month toward the cost of employee and spouse coverage in March of 2010, it could not decrease the contribution below \$950 without losing grandfathered status*

- Add or reduce an annual dollar limit (overall or for a specific service).

*Example: if the plan had no limit on charges for physical therapy services in March of 2010, it could not impose a \$5000 per year maximum on them without losing grandfathered status*

- Eliminate or substantially reduce benefits for a particular condition.

*Example: if the plan covered counseling and prescription drugs to treat certain mental disorders in March of 2010, it could not eliminate coverage for counseling without losing grandfathered status*

#### **4) What plan changes can be made which will not cause the plan to lose grandfathered status?**

- Changing insurer or third-party administrator, as long as benefits don't change
- Changing from self-insured to fully-insured, as long as benefits don't change
- Increasing benefits, including adding a wellness program
- Passing along premium increases, as long as cost-sharing percentages or flat dollar amounts increase by <5% (exception: if employee contribution is \$0, no increase is allowed).
- Adding a coverage tier (such as employee + 1 child), as long as cost-sharing percentages are consistent with other tiers and stay within the 5% guidelines
- Moving drugs to a different copay tier because the drugs have become available as generic
- Changing provider networks, as long as benefits don't change
- Changes required by law

#### **ADDITIONAL NOTES:**

- Because of the additional coverage requirements and reduction of employee cost share required by the ACA, changing from grandfathered to non-grandfathered status may result in a small rate increase. For TAC HEBP groups, this increase is estimated at less than 1%.
- Under the current regulations, there is no specific end date for grandfathered status.
- Plan changes are measured cumulatively since March 2010.
- Plans must include a notice about grandfathered status in significant participant communications, such as enrollment materials and summary plan descriptions.

TxDOT:				NBI Structure #	14-087-0-AA01-37-001
CSJ #	0914-19-033			Federal Highway Administration:	
District #	14	AFA ID		CFDA No.	20.205
Code Chart 64 #	50087			CFDA Title	Highway Planning and Construction
Project Name	Gellermann Ln at Pedernales River			AFA Not Used For Research & Development	

STATE OF TEXAS           §

COUNTY OF TRAVIS       §

**ADVANCE FUNDING AGREEMENT AMENDMENT  
For Bridge Replacement or Rehabilitation  
Off the State System**

**AMENDMENT #1**

**THIS AMENDMENT** is made by and between the State of Texas, acting through the Texas Department of Transportation, called the "State", and County of Gillespie, acting by and through its duly authorized officials, called the "Local Government."

**W I T N E S S E T H**

**WHEREAS**, the State and the Local Government executed an agreement on 07/17/2019; and,

**WHEREAS**, it has become necessary to amend that agreement;

**NOW THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties, the State and the Local Government do agree as follows:

**A G R E E M E N T**

**1. Description of Amended Items**

**Item A** - Article 13, Local Project Sources and Uses of Funds, Paragraph K is deleted in its entirety and replaced with:

The Local Government funding participation responsibilities include ROW Acquisition, Utility Relocation, and any additional requested work by the LG above what is eligible for Category 6 funding, except when the Project is terminated before completion at the request of the Local Government, as addressed in the Termination provision of this Agreement

**Item B** - Article 13, Local Project Sources and Uses of Funds, Paragraph M is deleted in its entirety and replaced with:

Projects approved for 100% federal and state funding under the Infrastructure Investment and Jobs Act (IIJA) as well as the Highway Bridge Replacement and Rehabilitation Program (HBRRP), do not require local participation for costs eligible for

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federal funding. For IIJA and HBRRP funded projects, adjustments to the typical local participation as provided by Texas Transportation Code Section 222.053 do not apply.

**Item C** - Article 14, Performance by Local Government of Equivalent-Match Projects (EMP) in Return for Waiver of Local Match Participation Funding on Participation Waived Projects (PWP) is deleted in its entirety and replaced with:

**Article 14. Local Government Contribution is waived for this CSJ.**

Projects approved for 100% federal and state funding under the Infrastructure Investment and Jobs Act (IIJA) and the Highway Bridge Replacement and Rehabilitation Program (HBRRP) do not require local participation for costs eligible for federal funding.

**Item D** - Attachment A, Resolution or Ordinance of Local Government is modified with Attachment A-1 of this amendment.

**Item E** - Attachment B, Project Location Map, is deleted in its entirety and replaced with Attachment B-1 of this amendment.

**Item F** - Attachment C, List of District Engineer Approved Equivalent-Match Projects, is deleted in its entirety and replaced with Attachment C-1 of this amendment

**Item G** - Attachment D, Estimate of Direct Costs, is deleted in its entirety and replaced with Attachment D-1 of this amendment.

2. All other provisions of the original contract are unchanged and remain in full force and effect.

**3. Signatory Warranty**

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

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**THIS AGREEMENT IS EXECUTED** by the State and the Local Government in duplicate.

**THE LOCAL GOVERNMENT**

\_\_\_\_\_  
 Daniel Jones  
 County Judge

\_\_\_\_\_  
 Date

**THE STATE OF TEXAS**

\_\_\_\_\_  
 Graham Bettis, P.E.  
 Bridge Division Director  
 Texas Department of Transportation

\_\_\_\_\_  
 Date

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**ATTACHMENT A-1  
RESOLUTION OF LOCAL GOVERNMENT**

RESOLUTION

The State of Texas  
County of Gillespie

WHEREAS, the federal off-system bridge program is administered by the Texas Department of Transportation (the State) to replace or rehabilitate structurally deficient and functionally obsolete (collectively referred to as deficient) bridges located on public roads and streets off the designated state highway system; and

WHEREAS, County of Gillespie, hereinafter referred to as the Local Government owns bridges located at **Gellermann Lane at Pedernales River**, National Bridge Inventory (NBI) Structure Number **14-087-0-AA01-37-001**, State Control-Section-Job (CSJ) Number **0914-19-033**; and

WHEREAS, a project to remedy the bridge is included in the currently approved program of projects as authorized by Texas Transportation Commission Minute Order Number **115291**, **Dated August 31, 2018**; and

WHEREAS, federally-eligible items of work for this project are approved for 100% federal and state funding through the Infrastructure Investment and Jobs Act (IIJA) as well as the Highway Bridge Replacement and Rehabilitation Program (HBRRP).

WHEREAS, the typical estimated local match fund participation requirement for federally-eligible items of work is waived in full for CSJ# 0914-19-033

WHEREAS, any non-eligible items of work will be paid by the Local Government; and

THEREFORE, BE IT RESOLVED that the Local Government approves the execution of an Advance Funding Agreement with the State. The **County Judge** is authorized to execute the agreement on behalf of the Local Government.

Approved this the \_\_\_ day of \_\_\_\_\_, 20\_\_.

Approved: \_\_\_\_\_

Name:.....

Title: .....

Date: \_\_\_\_\_

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**ATTACHMENT C-1 \*\*  
LIST OF DISTRICT ENGINEER APPROVED  
EQUIVALENT-MATCH PROJECTS**

Location (and structure identification number, if applicable)	On School Bus Route? (Yes/No)	Historic Bridge? (Yes/No)	Description of Structural or Safety Improvement Work	Estimated Cost
N/A	N/A	N/A	N/A	\$0.00
Total				\$0.00
EMP work credited to this PWP*				\$0.00
Balance of EMP work available to associated PWPs				\$0.00
Associated PWPs CSJs			Amount to be Credited to Associated PWPs	
N/A			N/A	

\*This total should typically equal the "Balance of Local Government Participation" that is waived as shown in Attachment C-1.

\*\*This attachment not applicable for non-PWPs.



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**ATTACHMENT D-1  
ESTIMATE OF DIRECT COSTS**

	<u>Estimated Cost</u>	<u>Local Government Participation</u>
Preliminary Engineering (PE)	<u>(1) \$138,000</u>	
Ten Percent (10%) or EDC Adjusted Percent of PE for Local Government Participation – WAIVED BY TxDOT		<u>\$0</u>
Construction	<u>\$900,000</u>	
Engineering and Contingency (E&C)	<u>\$87,559</u>	
The Sum of Construction and E&C	<u>(2) \$987,559</u>	
Ten Percent (10%) or EDC Adjusted Percent of the Sum of Construction and E&C for Local Government Participation – WAIVED BY TxDOT		<u>\$0</u>
Amount of Advance Funds Paid by Local Government *		<u>\$0</u>
Amount of Advance Funds to be Paid by Local Government *		<u>\$0</u>
Balance of Local Government Participation which is to be Waived where the Project is a PWP		<u>\$0</u>
Total Project Direct Cost	<u>(1+2) \$1,125,559</u>	

\*Credited Against Local Government Participation Amount

If this Project is to be a PWP, Amount of EMP Work Being Credited to this PWP as Shown on Attachment C.   \$0

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STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT  
For Bridge Replacement or Rehabilitation  
Off the State System**

**THIS Advance Funding Agreement (the Agreement)** is made by and between the State of Texas, acting by and through the Texas Department of Transportation, called the "State", and the County of Gillespie, acting by and through its duly authorized officials, called the "Local Government."

**WITNESSETH**

**WHEREAS**, Title 23 United States Code Section 144 authorizes federal funds to assist the states in the replacement or rehabilitation of deficient bridges located on public highways, roads, and streets, including those under the jurisdiction of local governments; and

**WHEREAS**, the Texas Transportation Code Sections 201.103 and 222.052 establish that the State shall plan and make policies for the construction of a comprehensive system of state highways and public roads in cooperation with local governments; and

**WHEREAS**, the Local Government owns one or more bridges on a public road or street located at GELLERMANN LN @ PEDERNALES RIVER, and these bridges are included in the currently approved off-state system federal-aid Highway Bridge Replacement and Rehabilitation Program (HBRRP) as authorized by Texas Transportation Commission Minute Order Number 115291, dated August 31, 2018; and

**WHEREAS**, the Governing Body of the Local Government has approved entering into this Agreement by resolution or ordinance, which is attached to and made a part of this agreement as Attachment A for the development of the specific programmed replacement or rehabilitation project, called the "Project". The Project is identified in the location map shown as Attachment B, which is attached to and made a part of this agreement.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth, it is agreed as follows:

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## AGREEMENT

### 1. Period of this Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided in Article 2.

### 2. Termination of this Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to develop the project and the project does not proceed, in which case the Local Government agrees to reimburse the State for one-hundred percent (100%) of its reasonable actual direct and indirect costs incurred for the project; or
- D. The project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may at its discretion terminate the agreement.

### 3. Amendments

Amendments to this Agreement may be made due to changes in the character of the work, the terms of the Agreement, or the responsibilities of the parties. Amendments shall be enacted through a mutually agreed upon written amendment executed by all parties to this Agreement.

### 4. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

### 5. Scope of Work

The scope of work for this Agreement is the replacement or rehabilitation of the bridges identified in the recitals of this Agreement. This replacement or rehabilitation shall be accomplished in the manner described in the plans, specifications, and estimates developed in accordance with this Agreement and which are incorporated in this agreement by reference.

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**6. Right of Way and Real Property**

- A. The Local Government is responsible for the provision and acquisition of all necessary right of way and will not be reimbursed with federal or state funds for the required right of way.
- B. The Local Government authorizes the State, its consultant, contractor, or other designated representative to enter the sites of these bridges and adjacent right of way or relocation right of way to perform surveys, inspections, construction, and other activities necessary to replace or rehabilitate these bridges and approaches.

**7. Adjustment of Utilities**

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

**8. Environmental Assessment and Mitigation**

Development of the Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- A. The State is responsible for the identification and assessment of any environmental problems associated with the development of the Project governed by this Agreement.
- B. Cost participation in environmental assessment and remediation work shall be paid by the parties in the same ratio as construction costs and will be included in the construction costs identified in Attachment D, Estimate of Direct Costs.
- C. The State is responsible for providing any public meetings or public hearings required for development of the environmental assessment.
- D. The State will not begin construction of the Project until identified environmental problems have been remediated, unless provided for otherwise.

**9. Compliance with Texas Accessibility Standards and ADA**

All parties to this Agreement shall ensure that the plans for and the construction of the Project subject to this Agreement are in compliance with the Texas Accessibility

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Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

**10. Architectural and Engineering Services**

The State is responsible for performance of any required architectural or preliminary engineering work. The Local Government may review and comment on the work as required to accomplish the public purposes of the Local Government. The State will cooperate fully with the Local Government in accomplishing these local public purposes to the degree permitted by state and federal law. The Local Government review shall not unduly delay the development of the Project.

**11. Construction Responsibilities**

- A. The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. Upon completion of the Project, the State will issue a "Notification of Completion" acknowledging the Project's construction completion.

**12. Project Maintenance**

After the Project has been completed, the Local Government shall accept full ownership, and operate and maintain the facilities authorized by this Agreement for the benefit of and at no charge of toll to the public. This covenant shall survive the completion of construction under this Agreement.

**13. Local Project Sources and Uses of Funds**

- A. A Project Cost Estimate is provided in Attachment D, Estimate of Direct Costs.
- B. Attachment D provides a source of funds estimate as well as the estimated direct preliminary engineering, construction engineering, and construction costs for the Project in total and by the Local Government.
- C. The required Local Government participation is based solely upon the State's estimate of the eligible work at the time this Agreement is executed and will not be adjusted during construction except as needed to include any Project cost item or portion of a cost item ineligible for state or federal participation. In

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addition to its share of estimated direct engineering and construction costs, the Local Government is responsible for the direct cost of any project cost item or portion of a cost item that is not eligible for federal participation under the federal HBRRP. The Local Government is also responsible for any cost resulting from changes made at the request of the Local Government. The State and the Federal Government will not reimburse the Local Government for any work performed before federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information.

- D. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
- E. After execution of this Agreement, but thirty (30) days prior to the performance of any work by the State, the Local Government shall remit to the State the amount specified in Attachment D for the Local Government's contribution for preliminary engineering. The Local Government will pay, at a minimum, its funding share for this estimated cost of preliminary engineering.
- F. Forty-five (45) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs and any other costs owed.
- G. If, at the completion or termination of the Project, the State determines that additional funding is required by the Local Government, the State shall notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
- H. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation". The check or warrant shall be deposited by the State and managed by the State. The funds may only be applied to the State Project.

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- I. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.
- J. The State will not pay interest on any funds provided by the Local Government.
- K. The Local Government funding participation responsibilities include Project direct costs only, except when the Project is terminated before completion at the request of the Local Government as addressed in the Termination provision of this Agreement.
- L. The amounts shown on Attachment D are estimates only. If actual costs exceed the estimates, this shall be considered a fixed price agreement, and no additional funding shall be required of the Local Government except to the extent that the additional costs result from changes made at the request of the Local Government or to the extent that the additional costs are not eligible for federal participation under the federal HBRRP. If actual costs are less than the estimates, Local Government participation shall be recalculated based on actual costs. If the recalculation results in a reduction in participation by the Local Government, the State shall pay the difference to the Local Government upon completion of the Project.
- M. Under the provisions of Texas Transportation Code Section 222.053 certain counties qualify as Economically Disadvantaged Counties (EDC) in comparison to other counties in the state as below average per capita property value, below average per capita income, and above average unemployment, for certain years. If applicable, in consideration of such EDC status that may be applicable for the Project, the required local match fund participation has been adjusted to N/A percent (N/A%).
- N. The State will not execute the contract for the construction of a Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- O. The state auditor may conduct an audit or investigation of any entity receiving funds from the State 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.
- P. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices

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more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

**14. Performance by Local Government of Equivalent-Match Projects (EMP) in Return for Waiver of Local Match Participation Funding on Participation-Waived Projects (PWP)**

- A. **Applicability.** If a request for waiver has been received and approved by the State's District Engineer, then the required ten percent matching fund participation or percent as adjusted for EDC consideration, as shown in Attachment D, Estimate of Direct Costs, but excluding ineligible costs under the bridge program, is waived. This waiver is based on the commitment of the Local Government to spend an equivalent amount of funds for structural or safety improvement on "other" bridge structures and other conditions as specified in 43 TAC Section 15.55(d). If a waiver has been granted, the Project shall be defined to be a PWP and the work on the "other" bridge structures that will be improved by the Local Government shall be defined to be the EMPs. Attachment C to this Agreement shows a list of EMPs under this Agreement.
- B. **Project Cost Estimate for PWP.** Attachment D to this Agreement shows the estimated direct preliminary engineering, construction engineering, and construction costs for the PWP in total and local match fund participation being waived or partially waived.
- C. **Credit Against EMP Work.** Any local match fund participation that has already been paid, or which the Local Government is agreeable to paying to the State, will be credited against EMP work to be performed by the Local Government. If applicable, this credit will be reflected in Attachment D to this Agreement.
- D. **Responsibilities of the Local Government on EMPs.**
  1. The Local Government shall be responsible for all engineering and construction, related costs, and compliance with all applicable state and federal environmental regulations and permitting requirements.
  2. The structural or safety improvement work on the EMPs shall be performed subsequent to the final execution of this Agreement but within three (3) calendar years after the earliest contract award of the related PWPs.
  3. Written documentation, suitable for audit, of the structural or safety improvement work completed on the EMPs shall be kept on file by the Local Government for four (4) years after completion of work or claims, lawsuits, or audits related to those items, whichever is longer. A notice of completion of work on the EMPs shall be delivered to the State's District Engineer no later than thirty (30) calendar days after work is completed on the EMPs.



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4. Failure by the Local Government to adequately complete the EMPs within the stated three-year period shall result in the Local Government being excluded from receiving such waivers for a minimum of five (5) years.
- E. Funding of Ineligible or Additional Work Not Waived. Regardless of any waiver of eligible program costs, the Local Government shall pay the State one-hundred percent (100%) of the cost of any PWP item or portion of a cost item that is not eligible for federal or state participation, and one-hundred percent (100%) of the costs resulting from additional work on the PWP performed solely at the request of the Local Government. If the ineligible or additional work is preliminary engineering, the payment shall be made at least thirty (30) days prior to the beginning of preliminary engineering work on the PWP. If the ineligible or additional work is for construction or construction engineering, the payment shall be made at least forty-five (45) days prior to the date set for receipt of bids for construction of the PWP.

**15. Notices**

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

State: Director, Bridge Division  
Texas Department of Transportation  
125 E. 11<sup>th</sup> Street  
Austin, Texas 78701

Local Government: Gillespie County Judge  
101 W. Main, Unit #9  
Fredericksburg, TX 78624

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

**16. Legal Construction**

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

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**17. Responsibilities of the Parties**

The parties to this Agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

**18. Ownership of Documents**

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

**19. Compliance with Laws**

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

**20. Sole Agreement**

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the subject matter of this Agreement.

**21. Office of Management and Budget (OMB) Cost Principles**

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

**22. Procurement and Property Management Standards**

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

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**23. Inspection of Books and Records**

The parties to the Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA) and the U.S. Office of the Inspector General, or their duly authorized representatives, for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, the FHWA, and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

**24. Civil Rights Compliance**

- A. Compliance with Regulations: The Local Government will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will

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so certify to the State or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this contract, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - 1. withholding of payments to the Local Government under the contract until the Local Government complies and/or
  - 2. cancelling, terminating, or suspending of the contract, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

**25. Disadvantaged Business Enterprise (DBE) Program Requirements**

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity and attachments found at web address [http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou\\_attachments.pdf](http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf).
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall

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take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

## 26. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the State, to furnish a copy of the certification.

## 27. Lobbying Certification

In executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the

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awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## 28. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
  - 1. Obtain and provide to the State, a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides for more than \$25,000 in Federal funding. The CCR number may be obtained by visiting the CCR web-site whose address is: <https://www.sam.gov/portal/public/SAM/>;
  - 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
  - 3. Report the total compensation and names of its top five (5) executives to the State if:

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- i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
- ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

**29. Successors and Assigns**

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this Agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this Agreement.

**30. Local Government Restrictions**

In the case that the Local Government has an existing, future, or proposed local ordinance, commissioners court order, rule, policy, or other directive that is more restrictive than the state or federal regulations that results in an increase cost to the State for the project, the local government is responsible for all increased costs associated with the ordinance, order, policy, directive, or change.

**31. Single Audit Report**

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR 200.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division at [singleaudits@txdot.gov](mailto:singleaudits@txdot.gov).
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$\_\_\_\_\_ expenditure threshold and therefore, are not required to have a single audit performed for FY\_\_\_\_\_."
- D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

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### **32. Pertinent Non-Discrimination Authorities**

During the performance of this contract, the Local Government, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.



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- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

**33. Signatory Warranty**

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

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**THIS AGREEMENT IS EXECUTED** by the State and the Local Government in duplicate.

**THE LOCAL GOVERNMENT**

DocuSigned by:  
*Mark Stroehrer*

0320782800561450...  
\_\_\_\_\_  
Signature

Mark stroehrer

\_\_\_\_\_  
Typed or Printed Name

County Judge

\_\_\_\_\_  
Title

7/16/2019

\_\_\_\_\_  
Date

**THE STATE OF TEXAS**

DocuSigned by:  
*Graham Bettis*

08572EE080114E7...  
\_\_\_\_\_  
Graham Bettis, P.E.

Bridge Division Director  
Texas Department of Transportation

7/17/2019

\_\_\_\_\_  
Date

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**ATTACHMENT A  
RESOLUTION OR ORDINANCE OF LOCAL GOVERNMENT**

**RESOLUTION**

The State of Texas  
County of Gillespie

WHEREAS, the federal off-system bridge program is administered by the Texas Department of Transportation (the State) to replace or rehabilitate structurally deficient and functionally obsolete (collectively referred to as deficient) bridges located on public roads and streets off the designated state highway system; and

WHEREAS, Gillespie County, hereinafter referred to as the Local Government, owns a bridge located at the Pedernales River, National Bridge Inventory (NBI) Structure Number 14-087-0-AA01-37-001; and

WHEREAS, a project to remedy the bridge is included in the currently approved program of projects as authorized by Texas Transportation Commission Minute Order Number 115291 dated August, 2018, Control-Section-Job (CSJ) Number 0914-19-033; and

WHEREAS, the usual fund participation ratio for projects on such program is 80 percent federal, 10 percent state and 10 percent Local Government; and

WHEREAS, Texas Administrative Code, Title 43, Section 15.55(d) (43 TAC Section 15.55(d)) provides that under specified conditions the 10 percent Local Government match fund participation requirement may be waived with agreement by the Local Government to perform, or cause to be performed, an equivalent dollar amount of structural improvement work on other deficient bridges or deficient mainlane cross-drainage structures within its jurisdiction, such a project of structural improvement work being referred to as an "equivalent-match project"; and

WHEREAS, the estimated local match fund participation requirement on the approved federal off-system bridge projects is 82,500 Dollars and 00 Cents (\$82,500.00), hereinafter referred to as the "participation-waived" project, such participation requirement the Local Government proposes be waived and in return perform or cause to be performed equivalent-match project structural improvement work.

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THEREFORE, BE IT RESOLVED that the Local Government perform, or cause to be performed, the following equivalent-match project(s) in return for waiver of the local match fund participation requirement on the approved federal off-system bridge program (participation-waived) project (PWP) not yet awarded:

LOCATION (and NBI structure identification number, if applicable)	ON SCHOOL BUS ROUTE?	DESCRIPTION OF STRUCTURAL IMPROVEMENT WORK	ESTIMATED COST
Prister Crossing	Yes	Upgrade to Larger Pipe	\$325,000

BE IT FURTHER RESOLVED that in receiving this waiver the Local Government acknowledges its obligation to conform with all conditions of 43 TAC Section 15.55(d); such conditions that include but are not restricted to the following:

1. The Local Government must be currently in compliance with load posting and closure regulations as defined in National Bridge Inspection Standards under US Code of Federal Regulations, Title 23, Section 650.303.
2. The equivalent-match project work increases the load capacity of the existing bridge or other mainlane cross-drainage structure, or upgrades the structure to its original load capacity with a minimum upgrade to safely carry school bus loading if located on a school bus route.
3. In performing, or causing to be performed, the equivalent-match project(s), the Local Government assumes all responsibilities for engineering and construction, and complying with all applicable state and federal environmental regulations and permitting requirements for the structures being improved.
4. The work on the proposed equivalent-match project(s) has not begun and will not begin until the local match fund participation waiver approval process has been completed.
5. The Local Government will be allowed three years after the contract award of the participation-waived project to complete the structural improvement work on the equivalent-match project(s).
6. Should this waiver request be approved, an appropriate written agreement or amendment to a previously executed agreement will be executed between the State and Local Government.

**APPROVAL SIGNATURES**

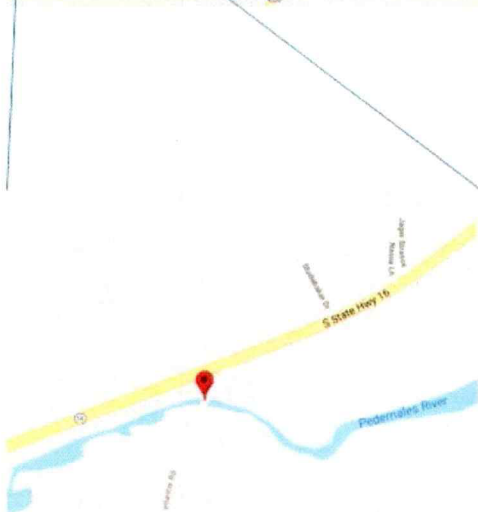


**Gillespie County Judge**

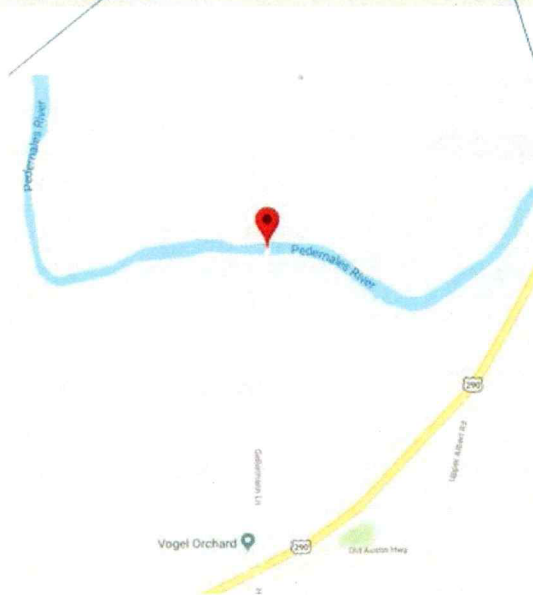
Date 4/22/19

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### ATTACHMENT B PROJECT LOCATION MAP



Pfiester Rd (EMP)



12-087-0-AA01-37-001 (PMP)

### ATTACHMENT C \*\*

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**LIST OF DISTRICT ENGINEER APPROVED  
 EQUIVALENT-MATCH PROJECTS**

Location (and structure identification number, if applicable)	On School Bus Route? (Yes/No)	Historic Bridge? (Yes/No)	Description of Structural or Safety Improvement Work	Estimated Cost
Pfeister Crossing	Yes	No	Upgrade to larger pipe	\$325,000
<b>Total</b>				<b>\$325,000</b>
<b>EMP work credited to this PWP*</b>				<b>\$ 82,500</b>
<b>Balance of EMP work available to associated PWPs</b>				
<b>Associated PWPs CSJs</b>			<b>Amount to be Credited to Associated PWPs</b>	

\*This total should typically equal the "Balance of Local Government Participation" that is waived as shown in Attachment D.

\*\*This attachment not applicable for non-PWPs.

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## ATTACHMENT D ESTIMATE OF DIRECT COSTS

	<u>Estimated Cost</u>	<u>Local Government Participation</u>
Preliminary Engineering (PE)	<u>(1) \$138,000</u>	
Ten Percent (10%) or EDC Adjusted Percent of PE for Local Government Participation		<u>(3) \$13,800</u>
Construction	<u>\$600,000</u>	
Engineering and Contingency (E&C)	<u>\$87,000</u>	
The Sum of Construction and E&C	<u>(2) \$687,000</u>	
Ten Percent (10%) or EDC Adjusted Percent of the Sum of Construction and E&C for Local Government Participation		<u>(4) \$68,700</u>
Amount of Advance Funds Paid by Local Government *		<u>(5) \$0</u>
Amount of Advance Funds to be Paid by Local Government *		<u>(6) \$0</u>
Balance of Local Government Participation which is to be Waived where the Project is a PWP		<u>(3+4-5-6) \$82,500</u>
Total Project Direct Cost	<u>(1+2) \$825,000</u>	

\*Credited Against Local Government Participation Amount

If this Project is to be a PWP, Amount of EMP Work Being Credited to this PWP as Shown on Attachment C. \$82,500



# NEFFENDORF & BLOCKER, P.C.

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Gillespie County Auditor  
Gillespie County Judge and Commissioners' Court  
Fredericksburg, TX 78624

This letter is to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide to Gillespie County Justice of the Peace No.3's Office from the period September 30, 2022 to December 31, 2022.

We will apply certain procedures to selected records and transactions for the purpose of assuming the Justice of the Peace No. 3's office as of January 1, 2023.

The procedures to be performed are summarized in the supplement to this letter. Because those procedures will not constitute an audit made in accordance with generally accepted auditing standards, we will not express an opinion on any of the items specified in the supplement or on the financial statements of the county taken as a whole. Our engagement will not include a detailed examination of all transactions and cannot be relied on to disclose errors, irregularities, or illegal acts, including fraud or defalcations that may exist. However, we will inform you of any such matters that come to our attention.

We direct your attention to the fact that management has the responsibility for the proper recording of the transactions in the accounting records and for preparation of financial statements in conformity with generally accepted accounting principles.

Our report will include a summary of the accounts and elements subject to our examination and the procedures performed.

This report will be issued solely for the information of the County Auditor and management; it is not to be used by any other parties because of the restricted nature of our work. Our report will also contain a paragraph indicating that had we performed additional procedures or had we made an audit of the financial statements in accordance with generally accepted auditing standards, other matters might have come to our attention that would have been reported to you.

The workpapers for this agreed upon procedures engagement are the property of Neffendorf & Blocker, P.C. and constitute confidential information. We agree to make the workpapers supporting this engagement available to any federal or state agency at your request. Access to the workpapers will be provided at our local office under the supervision of Neffendorf & Blocker, P.C. personnel. Furthermore, upon the request of any federal and state agency, we agree to provide photocopies of selected workpapers to them.

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**TEL:** 830 997 3348      **EMAIL:** [info@nb-cpa.com](mailto:info@nb-cpa.com)

P.O. Box 874 · 512 S Adams Street, Fredericksburg, TX 78624

MEMBER AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS & TEXAS SOCIETY OF CPAs



Our fees are based on the time required by the individuals assigned to the engagement at our standard billing rates. Our estimated fee for this engagement is \$3,000-\$5,000. We will notify you immediately of any circumstances we encounter which could significantly affect our initial estimate.

If the foregoing is in accordance with your understanding, please sign and return to us the duplicate copy of this letter.

*Neffendorf & Blocker, P.C.*  
NEFFENDORF & BLOCKER, P.C.  
Fredericksburg, Texas

Acknowledged:

GILLESPIE COUNTY

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Daniel Jones, Gillespie County Judge

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Marcie Schneider, Gillespie County Auditor

## SUPPLEMENT TO ENGAGEMENT LETTER

### Cash

1. Obtain bank reconciliations for all Justice of the Peace accounts at December 31, 2022 and compare to the general ledger.
2. Review reconciling items and trace to subsequent clearance or disposition.
3. Perform surprise cash count.
4. Scan cash receipts and disbursements for significant and unusual transactions near year end.
5. Perform an accounting for cash at December 31, 2022.

### General Ledger

1. Review financials for comparison to prior period and budget.
2. Scan the detail general ledger for unusual items and apparent miscoded transactions.

### Collection/Disbursements

1. Review receipts and compare amounts submitted to the Treasurer and other agencies to collection amounts.
2. Reconcile the collections per monthly reports to deposits per bank and receipt register.



# Can-Doo Budget Rentals

301 Goliad Dr.  
Abilene, TX 79601

[ar@candootx.com](mailto:ar@candootx.com)  
325-677-2884

# Quote

05/30/2023

CITY OF FREDERICKSBURG

JOB #	P.O. #	Payment Terms	Delivery Date
COUNTY			

Description	Quantity	Price	Line Total
VIP UNITS	26	200.00	5200.00
ADA UNITS	4	250.00	1000.00
SERVICE	30	35.00	1050.00
SERVICE FUEL CHARGE	1	250.00	250.00
DELIVERY	1	1250.00	1250.00
PICK UP	1	1250.00	1250.00

<b>Total \$ 10,000.00</b>
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Make all checks payable to  
Can-Doo Budget Rentals  
301 Goliad Dr., Abilene, TX 79601  
[ar@candootx.com](mailto:ar@candootx.com)  
*Thank-you for your business!*