

Home delivered meal grant resolution

Denise Usener <denise@goldenhub.org> Mon 7/17/2023 1:37 PM To:Pansy Benedict <pbenedict@gillespiecounty.org>

1 attachments (535 KB)
 4._2024_HDM_County_Resolutionfinal.docx;

Hi Pansy,

Here is the resolution for the new FY2024 Department of Agriculture Grant that I will be applying for. If you could pass it on to Judge Jones, I would appreciate it.

Thank you, Denise Usener, Director The Golden Hub Community Center 1009 N. Lincoln Fredericksburg, TX 78624 830-997-7131 www.goldenhub.org



TEXAS DEPARTMENT OF AGRICULTURE TEXANS FEEDING TEXANS: HOME-DELIVERED MEAL GRANT PROGRAM

RESOLUTION AUTHORIZING COUNTY GRANT PROGRAM YEAR 2024

A resolution of the County of Gillespie (County) Texas certifying that the County has made a grant to Gillespie County Committee on Aging, Inc. (Organization), an organization that provides home-delivered meals to homebound persons in the County who are elderly and/or have a disability, and certifying that the County has approved the Organization's accounting system or fiscal agent.

WHEREAS, the Organization seeks to apply for grant funds from the Texas Department of Agriculture to supplement and extend existing services for homebound persons in the County who are elderly and/or have a disability pursuant to the Home-Delivered Meal Grant Program (Program);

WHEREAS, the Program rules require the County in which an Organization is providing homedelivered meal services to make a grant to the Organization in order for the Organization to be eligible to receive Program grant funds; and

WHEREAS, the Program rules further require the County approve the Organization's accounting system or fiscal agent in order for the Organization to be eligible to receive Program grant funds;

$\mathscr{B}_{\mathbf{E}}$ it resolved by the county:

SECTION 1: The County hereby certifies that it has made a grant to the Organization in the amount of <u>to be used between the:</u>

1 of October 20<u>23</u> and the **30** of September 20<u>24</u>

SECTION 2: The County hereby certifies that the Organization provides home-delivered meals to homebound persons in the County who are elderly and/or have a disability.

SECTION 3: The County hereby certifies that it has approved the Organization's accounting system or fiscal agent which meets financial management system requirements as set forth in the Texas Grant Management Standards promulgated by the Texas Comptroller of Public Accounts.

Introduced, read, and passed by the affirmative vote of the County on this _____ day of Month, 2023.

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Signature of Authorized Official of the County Daniel Jones Gillespie County Judge Typed Name and Title



PAY GRADE: 10

PAY RANGE: Starting at \$13.90 per hour — Full-time, Hourly, Non-Exempt (7day work week Sunday – Saturday, 40 hours per work period)

DESCRIPTION OF POSITION:

The Office Assistant for the County Attorney's office performs clerical tasks including preparing, scanning, and filing documents, answering the telephone, and directing calls and visitors to proper locations. This position also performs data entry for criminal cases, hot check collection tasks, assists the prosecutor in the courtroom which includes working with defendants and preparing court documents.

The Victim Assistance Coordinator for the County Attorney's Office role is to ensure that a victim, guardian of a victim, or close relative of a deceased victim is afforded the rights granted victims, guardians, and relatives by the Texas Code of Criminal Procedure (Crime Victim's Rights) and to work with law enforcement agencies, other victim-support agencies, prosecuting attorneys, and the judiciary in carrying out that duty.

ESSENTIAL DUTIES / FUNCTIONS:

Essential duties/functions, under the supervision of the County Attorney, may include but are not limited to the following:

- Input and obtain information and files from the computer, which will require ability to work in appropriate software such as Microsoft Office and Tyler Technology.
- Operate the Hot Check Department for the County Attorney's Office, including collections, deposits, and till balancing.
- Maintain files, whether electronic or paper, for the County Attorney's Office.
- Assist prosecutor in trial and pretrial evidence preparation and scheduling.

- Make appropriate notations in the files, dockets, and calendars for court as appropriate.
- Maintain County Attorney Office's criminal prosecution trial schedule and notify entire office of hearings including pre-trials and trials.
- Maintain the County Attorney Office's calendar and ensure that all scheduled hearings, meetings, etc... are properly on the calendar.
- Assist the Receptionist and Victim Assistance Coordinator with:
 - Answering the phone.
 - Directing phone calls.
 - Directing visitors to the office.
 - Opening, sorting, and distributing mail.
 - Communicating with and contacting crime victims.
- Assist all members of the County Attorney's Office as needed, which may include but is not limited to the following:
 - Prepare motions and trial exhibits.
 - Type notarized witness statements and affidavits.
 - Preparing and copying video or media discovery for cases.

• Victim Assistance Coordinator Duties / Functions:

- Help victims locate resources they may require.
- Interviews and acts as primary contact point, both by telephone and in person, for victims of crimes, providing assistance with Victim Impact Statements, Crime Victim Compensation forms, assisting with protective order questions and documents, and explaining the criminal justice system as it relates to crime victims.
- Works with local resources to provide services to victims.
- Enters all victim information in the case management system and distributes information to other criminal justice departments as required.
- Maintains records and statistics relating to victims and performs state reporting.

SKILLS and ABILITIES

The ideal candidate will have the ability to:

- Maintain confidentiality of records as required by law.
- Communicate effectively, both orally and in writing.
- Effectively use office equipment such as computer, copier, scanner, and calculator.
- Perform assigned duties without continual supervision and make sound, independent judgments.

- Manage multiple and changing priorities as may be necessary.
- Establish and maintain effective working relationships as necessitated by work assignments.
- Effectively deal with the public in a professional and positive manner consistent with the requirements of being a public servant.
- Function with a minimal amount of supervision, meet frequent deadlines and be detail oriented.
- Assist the Receptionist and Victim Assistance Coordinator in the performance of their duties
- Perform related duties / functions as may be required or as delegated by members of the County Attorney's office.

MINIMUM REQUIREMENTS / QUALIFICATIONS:

- High School Diploma or equivalent.
- One to two years of experience in like or similar position.
- Must have knowledge of criminal court system and Texas Government Structure.
- Must be at least 18 years of age.
- Must consent to and pass criminal background check.
- Bi-lingual in English and Spanish helpful.
- Have or immediately acquire a Texas Notary Public Commission.
- **SECURITY REQUIREMENT** Must be able to obtain and maintain a Texas Department of Public Safety (DPS) CJIS security clearance. For more information on CJIS requirements, visit the Texas DPS CJIS system access policy and chart.

WORKING CONDITIONS and SCHEDULES:

County facilities, including vehicles, are smoke-free and alcohol free working environments. Location of this position is in the Gillespie County Annex 1 which consists of a normal office environment with heat and air conditioning in a multiperson work area.

The position requires daily and prolonged repetitive motor movements, such as but not limited to: computer data entry and use of office equipment (telephone, calculator, typewriter, fax, scanner, copier). The position also requires prolonged periods of sitting and standing. Daily placement of records within filing system will require stooping/bending and moving/lifting/pulling storage files and boxes. Normal work schedule is Monday through Friday, eight (8) hours per day, 40 hours per week. Duty hours are generally 8:00 a.m. to 5:00 p.m. with an hour for lunch. Regular work attendance is essential. Employee must arrive to work on time, prepared to perform assigned duties and work assigned schedule. Employees are required to record their work hours properly and to submit time records promptly to their supervisor. Unscheduled hours including holidays, and/or weekends may be required in the case of excessive workloads, unforeseen personnel shortfalls, or emergency situations. Employee may be required to attend job related seminars, conferences, and/or training. Attendance could require out of town travel with/without overnight stay.

I have read and understand the essential duties / functions, skills and abilities, minimum requirements, working conditions, and schedules of this position.

Signature	Date	
Printed Name		



PAY GRADE: 14

PAY RANGE: Starting at \$ — Full-time, Hourly, Non-Exempt (7-day work week Sunday – Saturday, 40 hours per work period)

DESCRIPTION OF POSITION:

The Office Manager for the County Attorney provides management of the daily operations of the County Attorney's Office while ensuring timely, accurate and professional services to the courts, privates attorneys and the public. The Office Manager also assists the County Attorney in the development and administration of the County Attorney Office's budget, manages personnel with direct supervision of clerical staff, implements new or expanded department policies and procedures ensuring compliance with county policies as well as state and federal laws. The Office Manager is also considered the Subject Matter Expert for all functional and workflow matters for software development and analysis in the County Attorney's Office. The Office Manager reports to the County Attorneys.

The Victim Assistance Coordinator for the County Attorney's Office role is to ensure that a victim, guardian of a victim, or close relative of a deceased victim is afforded the rights granted victims, guardians, and relatives by the Texas Code of Criminal Procedure (Crime Victim's Rights) and to work with law enforcement agencies, other victim-support agencies, prosecuting attorneys, and the judiciary in carrying out that duty.

ESSENTIAL DUTIES / FUNCTIONS:

Essential duties/functions, under the supervision of the County Attorney, may include but are not limited to the following:

- Manages the daily operations of the County Attorney's Office.
- Ensures compliance with all rules, states and standards for case filing, electronic filing, indexing, accessing and restricting access through extensive research and monitoring of changes.
- Maintains an in-depth knowledge of County software functionality, development technologies and strategies, user information needs and practices, audit principles and practices, and a working knowledge of completive and related software products.
- Creates and develops standardized electronic forms, codes, policies, and procedures.
- Works closely with IT to maintain consistency in data entry and procedures with all courts that rely on the County Attorney's Office for the prosecution of cases.
- Prepares annual budgetary input for the County Attorney's Office.
- Directs the daily activities of the clerical staff and any assistants.

- Prioritizes, schedules, delegates, and monitors departmental workloads. Maintains and updates standard operating procedure manuals for each position.
- Resolves personnel issues and gives County Attorney recommendations for further actions.
- Interviews applicants and make recommendations for hiring and/or promotions.
- Coordinates the submission of subordinate performance appraisals through validating accuracy, developing feedback, and setting goals.
- Develops a career path for entry level employees with corresponding training procedures and manuals.
- Reviews, researches, and tracks proposed legislation. Provides estimated fiscal impact and recommends implementation of new policies to comply with newly enacted legislations.
- Manages and retains records in compliance with County procedures and state law.
- Organizes files for archival storage.
- Maintains records for retrieval, delivery, and re-file cycle of all closed files.
- Reviews and evaluates current case and document management, cashiering, indexing and automated systems for future requirements and system efficiencies.
- Assists in establishing collection goals for cases with delinquent accounts in which sentences were imposed with the Court Collections department.
- Assist in the implementation of programs obtain these goals.
- Answers inquiries from victims, defendants, attorneys, court personnel and the public.
- Orders and obtains criminal histories.
- Orders and maintain office supplies for County Attorney departments.
- Prepares reports, correspondence and legal documents drawing from a variety of sources within and outside of the department.
- Works with other agencies to give and receive information needed to perform the essential duties of this position to achieve department goals.
- Reports CR-43 information to Austin DPS.
- Utilizes computer, calculator, typewriter, and other standard office equipment to record, store, and retrieve information.
- Receives monies.
- Issues and maintains accurate financial records.
- Maintains schedules and appointments for the County Attorney.
- OTHER: Perform additional functions as may be assigned.
- Victim Assistance Coordinator Duties / Functions:
 - Help victims locate resources they may require.
 - Interviews and acts as primary contact point, both by telephone and in person, for victims of crimes, providing assistance with Victim Impact Statements, Crime Victim Compensation forms, assisting with protective order questions and documents, and explaining the criminal justice system as it relates to crime victims.
 - \circ $\;$ Works with local resources to provide services to victims.
 - Enters all victim information in the case management system and distributes information to other criminal justice departments as required.
 - Maintains records and statistics relating to victims and performs state reporting.

SKILLS and ABILITIES

The ideal candidate will have the ability to:

- Maintain confidentiality of records as required by law.
- Communicate effectively, both orally and in writing.
- Effectively use office equipment such as computer, copier, scanner, and calculator.
- Effectively us basic Microsoft Office software such as Word and Outlook, and Tyler Technologies software.
- Perform assigned duties without continual supervision and to make sound, independent judgments.
- Manage multiple and changing priorities as may be necessary.
- Establish and maintain effective working relationships as necessitated by work assignments.
- Effectively deal with the public in a professional and positive manner consistent with the requirements of being a public servant.
- Function with a minimal amount of supervision, meet frequent deadlines and be detail oriented.
- Maintain in-depth knowledge of federal and state statutes and court cases related to work performed and agency rules and investigations.
- Submit discovery requests to DPS forensic labs.
- Exercise judgment, decisiveness, and creativity required in uncertain, highly stressful situations.
- Perform related duties / functions as may be required or as delegated by members of the County Attorney's office.

MINIMUM REQUIREMENTS / QUALIFICATIONS:

- Bachelor's Degree or equivalent experience in lieu of a degree.
- At least 5 years of experience in a related field of which 3 years must be in management.
- Must have knowledge of criminal court system and Texas Government structure.
- Must be at least 18 years of age.
- Must consent to and pass criminal background check.
- Must possess a valid Texas Driver's License.
- Bi-lingual in English and Spanish helpful.
- Experience in the information systems environment, local area networks, and imaging software.
- Have or immediately acquire a Texas Notary Public Commission.
- **SECURITY REQUIREMENT** Must be able to obtain and maintain a Texas Department of Public Safety (DPS) CJIS security clearance. For more information on CJIS requirements, visit the Texas DPS CJIS system Access policy and chart.

WORKING CONDITIONS and SCHEDULES:

County facilities, including vehicles, are smoke-free and alcohol-free working environments. Location of this position is in the Gillespie County Annex 1 which consists of a normal office environment with heat and air conditioning in a multi-person work area.

The position requires daily and prolonged repetitive motor movements, such as but not limited to: computer data entry and use of office equipment (telephone, calculator, keyboard, fax, scanner, copier). The position also requires prolonged periods of sitting and standing. Daily placement of records within filing system will require stooping/bending and moving/lifting/pulling storage files and boxes.

Normal work schedule is Monday through Friday, eight (8) hours per day, 40 hours per week. Duty hours are generally 8:00 a.m. to 5:00 p.m. with an hour for lunch. Regular work attendance is essential. Employee must arrive to work on time, prepared to perform assigned duties and work assigned schedule. Employees are required to record their work hours properly and to submit time records promptly to their supervisor. Unscheduled hours including holidays, and/or weekends may be required in the case of excessive workloads, unforeseen personnel shortfalls, or emergency situations. Employee may be required to attend job-related seminars, conferences, and/or training. Attendance could require out of town travel with/without overnight stay.

I have read and understand the essential duties / functions, skills and abilities, minimum requirements, working conditions, and schedules of this position.

Signature	Date
Printed Name	

GILLESPIE COUNTY, TEXAS JOB DESCRIPTION



Department: Justice of the Peace Position/Class Title: Court Clerk Supervisor: Court Coordinator Pay Grade: 12 Employment Status: Full time Direct Reports: 0 Full-time; 0 Part-time

GENERAL DESCRIPTION:

The purpose of this position is to assist in case management, data entry and help ensure reporting and filing are performed accurately and in a timely manner within the Justice of the Peace offices.

ESSENTIAL JOB DUTIES:

- 1. Process incoming, cases, pleas, traffic tickets, requests for driving safety courses, fine payments and citations, both civil and criminal.
- 2. Prepare reports, correspondence, forms and legal documents as requested by Justice of the Peace.
- 3. Maintain files of cases in progress, scan judgements and file when case is closed.
- 4. Handle calls and emails and relay information to other court personnel as appropriate.
- 5. Document complaints from county attorney, deputies and constables for case files.
- 6. Process daily reports and reconcile collections to reports.
- 7. Deliver daily, prior days collections and reports to County Treasurer's Office.
- 8. Coordinate office functions with other County departments.
- 9. Act as liaison between the public and the Judge of the Justice Court.
- 10. Perform research to legal questions.
- 11. Assist with setting hearing dates, preparing hearing notices, transfer of cases and appeals as required.
- 12. Prepare juror lists and process juror payments.
- 13. Act as office receptionist.

Essential Job Duties are intended to be examples of duties and are not intended to be all inclusive. There will be other duties as assigned.

Additional duties include:

Attend continuing education seminars annually; verify accuracy of filings; perform assigned clerical work; serve as office clerk for four separate courts within the Justice of the Peace Jurisdiction.

KNOWLEDGE, SKILLS, AND ABILITIES:

- High School Diploma or equivalent.
- One to two years of clerical experience preferred
- Must be at least 18 years of age.
- Must consent to and pass criminal background check.
- Bi-lingual in English and Spanish helpful
- SECURITY REQUIREMENT Must be able to obtain and maintain a Texas Department of Public Safety (DPS) CJIS security clearance. For more information on CJIS requirements, visit the Texas DPS CJIS system Access policy and chart within the documents section: https://www.txdps.state.tx.us/SecurityReview/documents.htm

EDUCATION AND EXPERIENCE:

The educational requirement for this position is: Completion of High School/GED. This position requires: 1 year of related experience. Education can be substituted for experience. Experience can be substituted for education.

ENVIRONMENTAL WORKING CONDITIONS AND SCHEDULES:

County facilities, including vehicles, are smoke-free and alcohol- free working environments. Location of this position is in the Gillespie County Annex which consists of a normal office environment with heat and air conditioning in a multi-person work area. Occasional work will be done in storage areas which have little to no air handlers.

The position requires daily and prolonged repetitive motor movements, such as but not limited to computer data entry and use of office equipment (telephone, calculator, typewriter, fax, scanner, copier). The position also requires prolonged periods of sitting and standing. Daily placement of records within filing system will require stooping/bending and moving/lifting/pulling storage files and boxes.

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SIGNATURES

I certify that this job description is a true reflection of the major responsibilities, requirements, and duties of this position. This certification is made with the knowledge that the information is to be used for the purposes of selection, classification, appraisal, and compensation.

IMMEDIATE SUPERVISOR

I certify that this job description is a true reflection of the major responsibilities, requirements, and duties of this position. This certification is made with the knowledge that the information is to be used for the purposes of selection, classification, appraisal, and compensation.

HUMAN RESOURCES DIRECTOR

I have read this job description and understand the major responsibilities, requirements, and duties of this position.

EMPLOYEE

Gillespie County is an equal opportunity employer committed to achieving excellence and strength through diversity. The County seeks a wide range of applicants for its positions so that one of our core values, a qualified and diverse workforce, will be affirmed

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DATE

DATE



Department: Justice of the Peace Position/Class Title: Court Clerk Supervisor: Court Coordinator Pay Grade: 12 Employment Status: Full time Direct Reports: 0 Full-time; 0 Part-time

GENERAL DESCRIPTION:

The purpose of this position is to assist in case management, data entry and help ensure reporting and filing are performed accurately and in a timely manner within the Justice of the Peace offices.

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- 3. Maintain files of cases in progress, scan judgements and file when case is closed.
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- 7. Deliver daily, prior days collections and reports to County Treasurer's Office.
- 8. Coordinate office functions with other County departments.
- 9. Act as liaison between the public and the Judge of the Justice Court.
- 10. Perform research to legal questions.
- 11. Assist with setting hearing dates, preparing hearing notices, transfer of cases and appeals as required.
- 12. Prepare juror lists and process juror payments.
- 13. Act as office receptionist.

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Additional duties include:

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KNOWLEDGE, SKILLS, AND ABILITIES:

- High School Diploma or equivalent.
- One to two years of clerical experience preferred
- Must be at least 18 years of age.
- Must consent to and pass criminal background check.
- Bi-lingual in English and Spanish helpful
- SECURITY REQUIREMENT Must be able to obtain and maintain a Texas Department of Public Safety (DPS) CJIS security clearance. For more information on CJIS requirements, visit the Texas DPS CJIS system Access policy and chart within the documents section: https://www.txdps.state.tx.us/SecurityReview/documents.htm

EDUCATION AND EXPERIENCE:

The educational requirement for this position is: Completion of High School/GED. This position requires: 1 year of related experience. Education can be substituted for experience. Experience can be substituted for education.

Application Information:

An application must be completed for each position. No résumé's accepted in lieu of an application form. Applications can be downloaded from the Gillespie County "Employment Opportunities" link at <u>https://www.gillespiecounty.org/</u>

Please return completed application to: Jennifer Doss: jdoss@gillespiecounty.org or mail to: Gillespie County 101 W. Main St., Mail unit #11 Fredericksburg, TX 78624



Workers' Compensation Renewal Questionnaire

Gillespie County

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

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

We value your membership in the TAC Risk Management Pool and look forward to another successful year! If you have any questions or need help completing the Renewal Questionnaire, please contact your Member Services Representative (listed below) at 800-456-5974.

Member Service Representative: Ms. Sofia Maldonado

Email: sofiam@county.org

Pool Coordinator/Workers' Compensation Coordinator

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

Contact: Ms. Jennifer Cude Doss	Email: jdoss@gillespiecounty.org
Office Phone Number: (830) 307-3772	Fax Number: (830) 992-2608
Mailing Address: 101 W Main St Unit #11	City, State, Zip: Fredericksburg, TX, 78624-374

General Information

	Yes or No
1. Do you use a manned aircraft in any capacity?	NO
If Yes: Are your pilots employees?	
If yes, please complete the Aircraft and Aircraft and Pilot info tabs.	
Are your pilots volunteers?	
If yes, and you desire to include Workers' Compensation coverage please complete the Aircraft and Aircraft and Pilot info tabs.	
2. Do you have operations involving the loading, unloading, repair, or construction of watercraft or vessels, including work performed on barges or	NO
3. Do you own, operate, or maintain a railroad, or own, lease, operate, or repair railroad equipment?	NO
4. Do you engage in manufacturing, handling, transporting, distributing, or storing explosives or explosive substances (other than gasoline)?	NO
5. Do you perform any underground, subaqueous, or tunneling operations?	NO
6. Do you provide group transportation for employees to and from the workplace?	NO
If Yes:	
* Average number of employees in a vehicle per trip:	
* Maximum number of employees in a vehicle per trip:	
* Average number of daily trips:	
7. Do you have a County Fire Department that contracts with the state or National Forest Service to fight wildland fires?	NO
If Yes: Please advise in the last 5 years for each fire the number of employees and duration in the explanation box below.	
For any "Yes" responses to the questions above, please provide a brief explanation:	

Unreported Claims

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	Yes or No
1. Are you, or any officer or employee, aware of, or have knowledge of any circumstance, occurrence, fact or event which is likely to be a basis of a	
claim,	NO
If yes, please describe:	

2. Has the situation been reported to TAC Claims Department?

Acknowledgement and Acceptance

Member Name: Gillespie County

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

If the Member makes no changes, the Pool will assume the Member is reporting for the same information as in the previous applicable Coverage Period. The Member understands that any failure to fully and accurately answer the questionnaire and any attached documents may result in denial of coverage provided by the Pool.



Please enter the estimated payroll and the number of employees for calendar year 2024 in the highlighted columns.

Only include payroll for Elected Officials if your Commissioners Court has selected this Optional Coverage. For Optional Coverages, refer to the next tab for instructions on reporting this payroll.

Member Name : Gillespie County

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

Rating Class Description	2022 Actual Payroll +2%	Current Number of Employees	Current Number of Volunteers	Estimated 2024 Payroll Amount	Estimated 2024 Number of Employees	Note
Aircraft Ambulance						
Aircraft Oper. (Patrol, Ambulan)						
Airport						
Ambulance						
Amusement Park, Exhibition Center						
Auto Mechanics	\$82,091	2		\$ 109,130.00	2	10-12% COLA
Bldg. Maintenance & Janitors	\$406,328	11		\$ 454,400.00	11	10% COLA
Carpentry (NOC)						
Cemetery Operations						
Chemical Analyst/Assayers	\$117,957	4		\$ 180,000.00	3	10-15% COLA (corrected coding of ea from '23
Chief Of Commissions & Directors						
Clerical	\$3,117,063	68		\$ 4,442,300.00	72	10-12% COLA
Co. & Drain Dist. Commissioners	\$280,905	4		\$ 287,400.00	4	10% COLA
Commodity DistRetail Grocery						
Concrete Construction-Bridges						
Drivers						
Election Personnel	\$138,367	4		\$ 165,000.00	4	10% COLA
Electrical Wiring W/In Buildings						
Engineers, Surveyors	\$0	1		\$ 107,100.00	1	NEW EMPLOYEE
Firefighters & Drivers						
Garbage Collection & Drivers						
Gas/Water Main Connection Constr						
Golf Course						
Homemaker Service						
Hospital Professional & Clerical						
Inspectors, Samplers, Or Weighers Of Merchandise On Vessels Or Docks Classification						
Irrigation/Drainage Construct.						
	\$7.140	600		\$ 10.000.00	600	ESTIMATE BASED ON '23
						incorrectly coded as 7720 in '23
					-	······, ·····
•						
	\$3,450,026	74		\$ 4 565 000 00	69	10-34% COLA/MARKET ADJ
						10% COLA
Library/Museum-Prof. & Clerical	\$163,588	6		\$ 268,200.00	6	10% COLA - vacant salaries not included in '23
Nursing Home Employees						
	\$170 700	3		\$ 192 200 00	3	10% COLA
	ψ179,700	5		÷ 102,200.00	5	
· ·						
Physician Med.Lab. Minor Emer. Clinic						
Printing						
Fillung						
Booveling Or Shredding Markers & Drivers						1
Recycling Or Shredding Workers & Drivers						
Restaurant, Food Preparation	A072 73 1	05		A A A A A A A A A A		
	\$653,701	25		\$ 1,142,100.00	23	2023 underestimated due to open positions; 10-15% COLA for 2024
	Aircraft AmbulanceAircraft Oper. (Patrol, Ambulan)AirportAmbulanceAmusement Park, Exhibition CenterAuto MechanicsBldg. Maintenance & JanitorsCarpentry (NOC)Cemetery OperationsChief Of Commissions & DirectorsCleircalCo. & Drain Dist. CommissionersCommodity DistRetail GroceryConcrete Construction-BridgesDriversElection PersonnelElectrical Wiring W/In BuildingsEngineers, SurveyorsFirefighters & DriversGarbage Collection & DriversGarbage Collection & DriversGolf CourseHomemaker ServiceHospital, All OthersHousing Authority & DriversHousing Authority Myrs & EmplysInsect ControlInspectors, Samplers, Or Weighers Of Merchandise On Vessels Or Docks ClassificationJurorsJuvenile Detention OfficersLandfill Operation & Drivers, Excavation NOCLandfill Operation & DriversLav OfficeLibrary/Museum-Prof. & ClericalParking Lots & DriversParking Lots & Drivers<	Aircraft Ambulance Aircraft Oper. (Patrol, Ambulan) Airport Import Ambulance S82.091 Anusement Park, Exhibition Center S406,328 Auto Mechanics S406,328 Carpentry (NOC) Cemetery Operations Chemical Analyst/Assayers \$117,957 Chief Of Commissions & Directors Clerical Clerical \$3,117,063 Co. & Drain Dist. Commissioners \$280,905 Controle Construction-Bridges Concrete Construction-Bridges Drivers Election Personnel Election Personnel \$138,367 Electical Wiring Wiln Buildings Electrical Wiring Wiln Buildings Election Personnel \$138,367 Electical Wiring Wiln Buildings Garbage Collection & Drivers Garbage Collection & Drivers S0 Garbage Collection & Drivers Garbage Collection & Drivers Garbage Collection & Drivers Garbage Collection & Drivers Hospital Professional & Clerical Import Hospital Professional & Clerical Import Housing Authority Mgrs & Emplys Insect Control Inseet Control Import	Rating Class Description2022 Actual Payroll +2% EmployeesNumber of EmployeesAircraft AmbulanceAircraft Ambulan)AirpottAmbulanceAmbulanceAmbulanceAmbulanceAnusement Park, Exhibition CenterAuto Mechanics\$82,0912Bidg, Maintenance & JanitorsCarpentry (NOC)Cemetery OperationsCherical Analyst/Assayers\$117,957Cherical Analyst/AssayersClerical\$3,117,063Commosity DistRetail GrocenyCornecte Construction-BridgesDriversElection Personnel\$138,367Election PersonnelElection PersonnelGarbage Collection & DriversGarbage Collection & DriversInsect ControlHousing Authority Mgrs & EmplysInsect ControlInsect ControlInsect ControlInsect ControlInsect ControlLandfill Operation & DriversInsect ControlInsect ControlInsect ControlInsect ControlInsect ControlInsect Contro	Rating Class Description2022 Actual Payroll +2% EmployeesNumber of EmployeesNumber of VolunteersAircraft AmbulanoAircraft Coper. (Patrol, Ambulan)AipordAmbulanceAmbulanceAmbulanceAmbulanceAmbulanceAuto Mechanics\$82.0012Bidg, Maintenance & Janitors\$406.32211Cametery OperationsCherical Analyst/Assayers\$117.9574Cherical Analyst/Assayers\$3117.05368Concrete Construction-BridgesDrivers </td <td>Rating Class Description 2022 Actual Payroll *2% Number of Volunteers Purpoil Amount Payroll Payroll Amount Payroll Payroll Amount Payroll Payroll</td> <td>Rating Class Description 2022 Actual Payroll -2% Number of Employees Number of Payroll Annulations Number of Employees Aircraft Antulance</td>	Rating Class Description 2022 Actual Payroll *2% Number of Volunteers Purpoil Amount Payroll Payroll Amount Payroll Payroll Amount Payroll	Rating Class Description 2022 Actual Payroll -2% Number of Employees Number of Payroll Annulations Number of Employees Aircraft Antulance

Rating Class Code	Rating Class Description	2022 Actual Payroll +2%	Current Number of Employees	Current Number of Volunteers	Estimated 2024 Payroll Amount	Estimated 2024 Number of Employees	Note
07327	Stevedoring						
08017	Store Clerks						i
09061	Swimming Pools						i
09019	Toll Bridge Employees						i
08831	Vet Hospital & Animal Control						i
08859	Volunteers - All Others	\$11,118		2	\$ 11,250.00	2	ESTIMATE BASED ON '23
08857	Volunteers - Emergency Medical Personnel						i
08855	Volunteers - Fire Fighters						i
08856	Volunteers - Law Enforcement						i
08292	Warehousing NOC And Driver						
07520	Waterworks Operation & Drivers						
03365	Welder						
08868	Youth & Community Cntr Directors						



Please update your list of locations and the number of employees at each location. Place an X in the 'Remove Location' column if this location is no longer valid. Update the employee counts for all locations. Add new locations at the bottom.

Member Name : Gillespie County

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

							*Complete th 200 or more	is section if a lo employees	cation has
Policy Effective Date	Structure Identifier	Local Address	Employee Count	Remove Location	Updated Employee Count	Maximum Employees At One Time	Number of Stories	Construction Code	Year Built
01/01/2024	AgriLife Building	38 Business Court, Fredericksburg, TX, 78624	2		2				
01/01/2024	Airport Terminal	191 Airport Rd, Fredericksburg, TX, 78624	2		2				
01/01/2024	Annex #3 Elections and Veterans Office	95 Frederick Rd, Fredericksburg, TX, 78624	4		6				
01/01/2024	County Annex #1	125 W Main St, Fredericksburg, TX, 78624	17		16				
01/01/2024	County Mechanic Shop	2254 N US Hwy 87, Fredericksburg, TX, 78624	2		2				
01/01/2024	Courthouse	101 W Main St ,Fredericksburg ,TX,78624	43		50				
01/01/2024	FMIT Buidling	97 Frederick Road, Fredericksburg, TX, 78624	15		15				
01/01/2024	Harper County Yard	125 S RR783 ,Harper ,TX,78631	7		5				
01/01/2024	Jail Facility/Criminal Justice Center	104 Industrial Loop, Fredericksburg, TX, 786243745	50		45				
01/01/2024	Law Enforcement Ctr	1601 E Main St, Fredericksburg , TX, 78624	37		39				
01/01/2024	Mason Hwy County Yard	2254 N US Hwy 87, Fredericksburg, TX, 78624	4		3				
01/01/2024	Pct #1 Barn	2254 N US Hwy 87, Fredericksburg, TX, 78624	5		5				
01/01/2024	Pct #3 Barn	2254 N US Hwy 87, Fredericksburg, TX, 78624	5		5				
01/01/2024	Pct #4 Barn	2254 N US Hwy 87, Fredericksburg, TX, 78624	5		5				
01/01/2024	Pioneer Memorial Library	115 W Main Street, Fredericksburg, TX, 786243745	6		7				

New

Location(s)

204

207

COUNTY OF GILLESPIE

John Sandstedt Facilities Manager



101 W. Main, Unit #4 Phone: 830/992/2604 Fax: 830/992/2608

Fredericksburg, Texas 78624

August 30,2023

Estimates for Library Windows, Porch Ceilings, Columns and Painted Doors

Going with JR Painting \$15,0

BMP Painting

\$15,000.00

1

\$37,750.00

8/30/23, 1:38 PM	PIONEER MEM	ORIAL LIBRARY -	EXTERIOR PAINT	PROPOSAL - FOR REM	IAINING	UNPAINTE	D ITEMS -	John Sand	stedt - (0
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PIONEER M		BRARY - EXT	ERIOR PAINT	PROPOSAL - FO	OR REI	MAININ	١G	Ð	~	

UNPAINTED ITEMS

JP JR Painting <esosajr31@yahoo.com>

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Wed 8/30/2023 12:24 PM

¢,

To: John Sandstedt

JR PAINTING 509 DEERVIEW DRIVE FREDERICKSBURG, TX 78624 PHONE: 830 998 0702

DATE: 8/30/2023

PROPOSAL FOR WORK TO BE PERFORMED AT: PIONEER MEMORIAL LIBRAY

PROPOSAL SUBMITTED TO:

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

DESCRIPTION OF WORK TO BE PERFORMED:

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

EXTERIOR PAINTING - WOOD WINDOWS, PORCH CEILING MATERIAL, PORCH COLUMNS AND DOORS.

1. SAND & SCRAPE TO REMOVE ANY PAINT PEELING, CRACKING OR FLAKING OFF.

2. PRESSURE WASH CLEAN TO REMOVE EXISTING DUST THAT IS PRESENT.

3. APPLY 2 COATS OF SHERWIN WILLIAMS SUPER PAINT IN A SATIN FINISH.

4. SECOND STORY WINDOWS WILL BE HARD TO REACH AND UNSAFE TO PAINT ON A LADDER, THEREFORE

A MAN LIFT WILL HAVE TO BE RENTED FOR A WEEK.

5. PAINT COLOR WILL BE MATCHED TO ORIGINAL.

ALL LABOR, MATERIALS AND EQUIPMENT RENTAL INCLUDED FOR THE SUM OF: \$15,000.00

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

RESPECTFULLY, JR SOSA OWNER, JR PAINTING jrpaintingfredericksburg.com

 \leftarrow Reply \rightarrow Forward



606 Cross Mountain Dr. Fredericksburg, Texas Phone 830-997-2058 Fax 830-990-9516

John Sandstedt Gillespie County Maintenance Department 101 West Main Street Fredericksburg, Texas 78624

PROPOSAL,

JOB; Painting exterior Pioneer Memorial Library Fbg. Tx.

- 1.) Power wash overhangs and fascia.
- 2.) Remove all damaged paint from overhangs, fascia. Sand, spot prime & apply 2 top coat paint to match existing color.
- 3.) All labor & materials by BMP Paint, Drywall, & Remodeling.

THANK YOU,

Al Cansler

TOTAL, \$37,750.00



DATED: 5/25/2023

TO: Gillespie County Judge Gillespie Jail 104 Industrial Loop Fredericksburg, Texas 78624

We propose to furnish VRF SERVICES MAINTENANCE According to the terms and conditions subsequently set forth.

Under this agreement we will provide inspection of the mechanical equipment hereinafter described on Schedule "A". We will use trained men directly employed or supervised by us. They will be qualified to perform the maintenance and inspection hereinafter described.

This maintenance service will be provided at the following location(s):

Gillespie County Jail 104 Industrial Loop Fredericksburg, Texas 78624

Mechanical Maintenance includes maintenance 2 (Two) times per year.

Full Maintenance (FM)

This agreement is for Full Maintenance services to be provided for the below Equipment List ("Equipment Covered"). Planned Maintenance coverage provides for all labor, parts, material and miscellaneous expenses associated with maintaining the equipment identified in this agreement. Includes the Preventive Maintenance program defined in Schedule A ("Services"). Refrigerant leak and refrigerant piping leaks is not covered under this agreement.

During the first inspection of this FM agreement VRF Services will determine the overall condition of the listed equipment. Should any of the listed equipment be inoperable and/or in need of repair, satisfactory remedy will be negotiated with the Customer. If no remedy is agreed to, that piece of equipment will be removed from the covered inventory and a price adjustment made to this agreement.

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1. Services Performed

- 1.1 The following coverage will apply to the attached equipment list: See Schedule B (Covered Equipment)
- 1.2 Maintain a computer based log containing the documentation of the work performed. Copies of all work orders will be forwarded to the Customer at the completion of each service visit.
- 1.2.1 Provide remote status and operation monitoring. (Monitoring equipment shall be installed on premises for use during the term of this agreement and shall be removed upon termination of the agreement.)
- 1.3 Provide service during regular business hours. For work performed at other times the Customer agrees to pay the additional overtime charges.
- 1.4 Provide next business day service for non-emergency type service calls and 24-hour response for emergency type service for equipment installations in critical areas.
- 1.5 Maintain 24-hour, 7 days a week emergency service hotline for emergency type service calls.
- 1.6 Basic hourly rate included in this agreement.
- 1.7 Term/Automatic Renewal

This Agreement takes effect on <u>10/13/2023</u> and will continue until <u>10/23/2024</u> ("Original Term").

The Agreement will automatically renew on a year-to-year basis after the Original Term ends unless the Customer or VRF Services gives the other written notice that it does not want to renew. The notice must be delivered at least thirty (30) days before the end of the original term or any of the renewal years. Renewal price adjustments are discussed in the Terms and Conditions.

1.8 The total Contract Price for VRF Services' Services during the 1st Year of the Original Term is (plus applicable sales tax). This payment will be due in four (4) quarterly installments of

<u>\$14,874.58</u> <u>\$3,718.64</u>

upon receipt of VRF Services invoices (which may be in advance of services rendered). Pricing for subsequent years will be adjusted by an increase of no more than 5% per year. Renewal price adjustments are further discussed in the Terms and Conditions. Prices quoted in this proposal are valid for 30 days.

Accepted by:

VRF SERVICES	Gillespie County Judge
Signature	Signature
<u>Duston F. Daulton</u> Name	Name
<u>Sales Manager/ VRF Technical Specialist</u> Title	Title
5/22/2023 Date	Date

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SCHEDULE A

Planned maintenance calls shall include the following services as required and applicable to keep your system operating properly:

Check performance of all components as listed in Schedule B (Covered Equipment).

Examine, adjust, calibrate, lubricate, and clean all system components as listed on Schedule B including:

(Covered Equipment)

Thermostats Humidity Controls **Temperature Controls Pressure Controls Automatic Controls** Relays **Control Motors Electric Motor Starters Electric Motors** Belts **Refrigeration Compressors** (for equipment listed on Schedule B) AHU Condensate Pumps (for Equipment listed on Schedule B)

Direct Expansion Valves Float Valves in Air Handling Units Belt Drives

During Full maintenance calls, the following additional services will also be provided: Computer Service Checker system analysis of all connected equipment Remove foreign matter and clean condenser coils. Replace belts on Belt driven Air Handling Units Clean Ceiling Mounted Cassette Air Handling Unit coils as required Clean Concealed Ceiling mounted Air Handling Unit coils as required

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SCHEDULE B (COVERED EQUIPMENT)

The following is the list of equipment on which VRF Services will be providing services:

REYO120PBYD	1 Heat recovery VRV P(B) R410A (460V)
REY0216PBYD	1 Heat recovery VRV P(B) R410A (460V)
REY0240PBYD	1 Heat recovery VRV P(B) R410A (460V)
REY0264PBYD	1 Heat recovery VRV P(B) R410A (460V)
RXYQ144PBYD	2 Heat pump VRV P(B) R410A (460V)
RXYQ288PBYD	1 Heat pump VRV P(B) R410A (460V)
RXYQ312PBYD	1 Heat pump VRV P(B) R410A (460V)
RXYQ72PBYD	2 Heat pump VRV P(B) R410A (460V)
BSVQ36PVJU	17 Branch selector unit
BSVQ60PVJU	3 Branch selector unit
BSV095PVJU	7 Branch selector unit
FXAQ07PVJU	3 VRV A (P) - Wall Mounted Unit
FXAQ18PVJU	2 VRV A (P) - Wall Mounted Unit
EXAQ24PVJU	5 VRV A (P) - Wall Mounted Unit
FXFQ18PVJU	1 VRV F (R) - Round Flow Ceiling Mounted Cassette (3' x 3')
FXFQ48PVJU	3 VRV F (R) - Round Flow Ceiling Mounted Cassette (3' x 3')
EXMQ07PVJU	5 VRV M (DC) - Concealed DC Ducted (Medium Static)
FXMQ07FV30	2 VRV M (DC) - Concealed DC Ducted (Medium Static)
FXMQ12PVJU	3 VRV M (DC) - Concealed DC Ducted (Medium Static)
FXMQ12PVJU	5 VRV M (DC) - Concealed DC Ducted (Medium Static)
FXMQ24PVJU	2 VRV M (DC) - Concealed DC Ducted (Medium Static)
FXMQ30PVJU	5 VRV M (DC) - Concealed DC Ducted (Medium Static)
FXMQ36PVJU	3 VRV M (DC) - Concealed DC Ducted (Medium Static)
FXMQ30FVJU	2 VRV M (DC) - Concessing Unit
FXMC48PVJU	2 VRV M (DC) - Concealed DC Ducted (Medium Static)
FXMQ72MFVJU	4 VRV MF - QA Processing Unit
FXMQ72MFVJU	3 VRV M - Concealed Ducted (Medium Static)
EXMOREMENT	1 VRV MF - QA Processing Unit
FXMQ96MFVJU	3 VRV M - Concealed Ducted (Medium Static)
FXZQ07MVJU9	6 VRV Z - 4-Way Discharge Ceiling Mounted Cassette (2' x 2')
FXZQ09MVJU9	1 VRV Z - 4-Way Discharge Ceiling Mounted Cassette (Z x 2)
FXZQ12MVJU9	1 VRV Z - 4-Way Discharge Ceiling Mounted Cassette (2 x 2) 1 VRV Z - 4-Way Discharge Ceiling Mounted Cassette (2 x 2)
FXZQ15MVJU9	1 VRV Z - 4-Way Discharge Ceiling Mounted Cassette (2 x 2) 1 VRV Z - 4-Way Discharge Ceiling Mounted Cassette (2 x 2)
KHRP25A22T	5 REFNET branch piping kit
KHRP25A33T	5 REFNET branch piping kit
KHRP25M72TU	11 REFNET branch piping kit
KHRP25M73TU	2 REFNET branch piping kit
KHRP25A22T	10 REFNET branch piping kit
	10 REFNET branch piping kit
KHRP26A33T	8 REFNET branch piping kit
KHRP26M72TU	
KHRP26M73TU	2 REFNET branch piping kit
DCM601A71	1 intelligent Touch Manager (ITM)
BRC1E72	63 Navigation Remote Controller 2013
FBQ24PVJU / RZQ24PVJU9	1 SkyAir Ducted Heat Pump Split System
RKN15KEVJU / FTXN15KVJU	1 Wall Mounted Cooling Only Split System
DACA-CP1-1	11 Sm. Condensate Pump
KRP928BB2s	1 Interface adapter for use in DIII Net
BYCP125K-W1	4 Decoration Panel - Round Flow FXFQ-P
BYFQ60B8W1U	9 Decoration panel - All FXZQ
BHFP22P100U	2 Outdoor Multi Connection Pipe Kit - VRV P Series HP
BHFP22P151U	2 Condensing Unit Multi Connection Piping kit - VRVIII HP
BHFP26P136U	1 Condensing Unit Multi Connection Piping kit - VRVIII HR
BHFP26P90U	2 Outdoor Multi Connection Pipe Kit - VRV P Series HR

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SCHEDULE B (COVERED EQUIPMENT) (Continued)

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SCHEDULE C

AIR FILTER MAINTENANCE

Customer to Furnish and Install replacement media for the following air filters:

Fan Coil Units on Schedule B	Standard Media	

And make <u>4</u> media changes per year. It is further agreed that should experience show that additional changes.

or more frequent changes are required, such changes will be made after mutual consent at the established prices per additional filter

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TERMS AND CONDITIONS

2. Definitions

- 2.1 Covered Equipment means the equipment for which services are to be provided under this agreement. Covered Equipment is defined by the equipment list attached.
- 2.2 Equipment Failure means the sudden and accidental failure of moving parts or electronic components that are part of the Covered Equipment and that are necessary for its operation.
- 2.3 Scheduled Service includes labor required to perform inspections and preventive maintenance on Covered Equipment as per attached equipment list.
- 2.4 Scheduled Service Materials include materials required to perform Scheduled Service on Covered Equipment.
- 2.5 Repair Labor includes labor necessary to restore Covered Equipment to working condition following an Equipment Failure and excludes total equipment replacement due to obsolescence or unavailability of parts.

2.6

Repair Materials includes materials necessary to restore Covered Equipment to working condition following an Equipment Failure and excludes total equipment replacement due to obsolescence or unavailability of parts.

3. Service Coverage

3.1

Service coverage includes Scheduled Service plus Scheduled Service Materials as described elsewhere in this Agreement for Covered Equipment. If an emergency call is made at your request and at times other than that at which we would have made a planned, preventative maintenance call, and inspection does not reveal any defect in the mechanical system(s) for which we are responsible under this agreement, we reserve the right to charge you our regular charges then prevailing for such service.

4. Warranty

4.1

VRF Services warrants that its service will be provided in a good and workmanlike manner. VRF Services warrants that for equipment furnished and/or installed but not manufactured by VRF Services, VRF Services will extend to Customer the same warranty terms and conditions which VRF Services received from the manufacturer of said equipment. For equipment installed by VRF Services, if, within a year of installation, Customer provides written notice to VRF Services of defect within thirty (30) days after the defect's appearance or date the defect should have reasonably been discovered, VRF Services shall, at its option, repair or replace the defective equipment. All transportation charges incurred in connection with the warranty for equipment shall be borne by Customer. These warranties do not extend to any equipment which has been repaired by anyone other than VRF Services, abused, altered or misused, or which has not been properly and reasonably maintained. To obtain assistance under this limited warranty, please contact Direct Expansion Solutions, Inc. 6101 West Courtyard Drive, Austin, TX 78730; (512) 381-0091. VRF Services DISCLAIMS ALL OTHER WARRANTIES ON ANY EQUIPMENT FURNISHED UNDER THIS AGREEMENT, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Initial for VRF Services Initial for Gillespie County Judge



VRF Services

2251 Picadilly Dr. Ste B260 Round Rock, TX 78664 Phone: 832-328-1423

5. Scope of Service

5.1 VRF Services is a provider of services under this Agreement and shall not be considered a merchant or vendor of goods. If VRF Services installs or furnishes a piece of equipment under this Agreement and that equipment is covered by a warranty from the manufacturer, VRF Services will transfer the benefits of that warranty to the Customer if this Agreement terminated before the equipment manufacturer's warranty expires.

6. Customer Obligations and Commitments to VRF Services

- 6.1 The Customer warrants that, to the best of Customer's knowledge, that all Covered Equipment is in good working condition and that the Customer has given VRF Services all information of which Customer is aware concerning the condition of the Covered Equipment.
- 6.2 The Customer agrees that, during the term of this Agreement, the Customer will:
- 6.2.1 Operate the Covered Equipment according to the manufacturer's recommendations;
- 6.2.2 Provide an adequate environment for Covered Equipment as recommended by the manufacturer or as recommended by VRF Services, including adequate space, electrical power, air conditioning, and humidity control;
- 6.2.3 Notify VRF Services immediately of any equipment malfunction, breakdown, or other condition affecting the operation of the Covered Equipment;
- 6.2.4 Allow VRF Services to start and stop, periodically turn off, or otherwise change or temporarily suspend equipment operations so that VRF Services can perform the services required under this Agreement.
- 6.3 The Customer acknowledges that its failure to meet these obligations will relieve VRF Services of any responsibility for any equipment breakdown, or any necessary repair or replacement, of any equipment.
- 6.4 TERMS AND PROVISIONS OF CHARGE ACCOUNT AGREEMENT

6.4.1

PAYMENT: The Applicant shall pay to the Creditor the amount of all sales drafts and all other charges in respect of which the credit has been used together with interest thereon all or any portion of the foregoing herein called "indebtedness") within the time period on the creditor's invoice at the time of the sale.

6.4.2

INTEREST: The Applicant shall pay interest to the Creditor on the indebtedness at the annual percentage rate of 12% plus any and all collection fees required if turned over to a collection agency on accounts outstanding 30 days or more.

6.4.3 APPLICATION OF PAYMENT: Payments to reduce indebtedness shall be applied by the Creditor in the following order: interest charges; service fees; previously billed purchases; current purchases.

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VRF Services

2251 Picadilly Dr. Ste B260 Round Rock, TX 78664 Phone: 832-328-1423

7. Changes to Customer Equipment

7.1 Subject to the potential void of warranties extended by VRF Services in Paragraph 4.1, above, the Customer retains the right to make changes or alterations to its Equipment. If, in VRF Services' opinion, such changes or alterations substantially affect VRF Services' services or obligations, VRF Services shall have the right to make appropriate changes to the scope or to the price of this Agreement or to both.

8. Access

8.1

The Customer will give VRF Services full access to all equipment that is either Covered Equipment or associated with it when VRF Services requests such access. If access cannot be provided, VRF Services' obligation under this Agreement will be suspended until such access to the equipment is provided. Matters affecting VRF Services' access to the equipment may include, but are not limited to, the removal, replacement, repair, refinishing, restoration, reconstruction, or other remedial actions taken by the Customer with respect to equipment or to the Customer's facility. Suspension of VRF Services' duties for this reason will not cancel or suspend any of the Customer's obligations under this Agreement.

9. Exclusions

- 9.1 VRF Services' services under this Agreement do not include:
- 9.1.1 Supplies, accessories, or any items normally consumed during the use of Covered Equipment, such as ribbons, bulbs, paper;
- 9.1.2 Calls resulting from lack of operator knowledge level, operator experience level, preventive maintenance, site-related problems, or operator error;
- 9.1.3 Service calls due to failures resulting from acts of God, abuse or misuse of equipment, or alterations, modifications, or repairs to equipment not performed or provided by VRF Services;
- 9.1.4 The furnishing of materials and supplies for painting or refinishing equipment;
- 9.1.5 Electrical work to the Customer's facility necessary because of equipment;
- 9.1.6 Service call resulting from attachments made to Covered Equipment or other equipment not covered by this Agreement;
- 9.1.7 The repair or replacement of ductwork, casings, cabinets, structural supports, tower fill/slats/basin,
- 9.1.8 Service call resulting from the effects of erosion, corrosion, acid cleaning, or damage from unexpected or especially severe freezing weather that is beyond what is prevented by VRF Services' normal maintenance;
- 9.1.9 Work caused by any operation of, adjustments or repair to Covered Equipment by others not authorized in advance by VRF Services;
- 9.1.10 Work caused by the negligence of others, including but not limited to equipment operators and water treatment companies;
- Initial for VRF Services
- Initial for Gillespie County Judge



9.1.11 Service calls due to failures caused by improper environmental conditions affecting equipment or electrical power fluctuations, if due to conditions beyond VRF Services' control, and service calls required because VRF Services has previously been denied access to the equipment and;

9.1.12

Disposal of hazardous waste; Hazardous waste remain the property and the responsibility of the Customer even when removed from equipment or replaced by VRF Services as provided by the terms of this Agreement. The Customer shall be responsible for the proper storage and disposal of hazardous wastes. This includes, but is not limited to, used oil, contaminated or uncontaminated refrigerant, and PCBs.

9.1.13

We shall not be required to make safety tests or to install new attachments of additional controls or equipment as recommended or directed by any insurance company or laboratory or governmental authority, or to make replacements mentioned herein with parts or devices of different design for any reason whatsoever.

10. VRF Services' Equipment

10.1 VRF Services may provide spare parts, tools, documentation, panels, or other control equipment in the Customer's building for VRF Services' convenience in performing VRF Services' services. That equipment shall remain VRF Services' property. VRF Services retains the right to remove such items at any time during the agreement term or upon termination of this Agreement.

11. Indemnity

11.1 VRF Services and the Customer agree that VRF Services shall be responsible only for such injury, loss, or damage caused by the intentional misconduct or the negligent act or omission of VRF Services. VRF Services and the Customer agree to indemnify and to hold each other, including their officers, agents, directors, and employees, harmless from all claims, demands, or suits of any kind, including all legal costs and lawyer's fees, resulting from the intentional misconduct of their own employees or any negligent act or omission by their employees or agents. The obligations of VRF Services and of the Customer under this paragraph are further subject to paragraphs 12 and 13 below.

12. Limitation of Liability

12.1

Neither VRF Services nor the Customer will be responsible to the other for any special, indirect, or consequential damages arising in any manner from equipment or material provided or the work performed pursuant to this Agreement. Neither party will be responsible to the other for damage, loss, injury, or delay caused by conditions that are beyond their reasonable control, and without the intentional misconduct or negligence, of that party. Such conditions include, but are not limited to:(a) acts of God; (b) acts of Government agencies: (c) strikes; (d) labor disputes; (e) fire; (f) explosions or other casualties; (g) thefts; (h) vandalism; (I) riots or war; or (j) unavailability of parts, materials, or supplies.

12.2

VRF Services is not responsible for any injury, loss, or damage caused by equipment that is not Covered Equipment.

Initial for VRF Services Initial for Gillespie County Judge



VRF Services

2251 Picadilly Dr. Ste B260 Round Rock, TX 78664 Phone: 832-328-1423

13. Asbestos and Hazardous Materials

13.1

VRF Services' work and services under this Agreement exclude anything connected or associated with asbestos or hazardous materials. VRF Services shall not be required to perform any identification, abatement, clean up, control, or removal of asbestos or hazardous materials. The customer represents that, to the best of the customer's knowledge, there is no asbestos or hazardous material in the Customer's building that will in any way affect VRF Services' work. Should VRF Services become aware of or suspect the presence of asbestos or hazardous materials, VRF Services shall have the right to stop work in the affected area immediately and notify the Customer. The Customer will be responsible for doing whatever is necessary to correct the condition in accordance with all applicable statutes and regulations. The Customer agrees to assume responsibility for any claims arising out of or relating to the presence of asbestos or hazardous materials in the building.

14. Assessment

14.1 It is the Customer's responsibility to pay all taxes or other government charges relating to the transfer, use, ownership, servicing, or possession of any equipment relating to this Agreement.

15. Renewal Price Adjustment

15.1 VRF Services will provide the customer with notice of any adjustments in the Agreement price applicable to a renewal period no later forty-five (45) days prior to the commencement of that renewal period. Unless the Customer terminates the Agreement as provided in the Term/Automatic Renewal provision of this Agreement, the adjusted price shall be the price for the renewal period.

16. Miscellaneous Provisions

16.1 Any notice that is required to be given under this Agreement must be in writing and sent to the party at the address noted on the first page of this Agreement

16.2

This Agreement cannot be transferred or assigned by either party without prior written consent of either party.

16.3

This agreement is the entire Agreement between VRF Services and the Customer and supersedes any prior oral understandings, written agreements, proposals, or other communications between VRF Services and the Customer.

16.4

Any change or modification to this Agreement will not be effective unless made in writing. This written instrument must specifically indicate that it is an amendment, change, or modification to this Agreement

16.5

The Customer acknowledges and agrees that any purchase order issued by Customer, in accordance with the Agreement, is intended only to establish payment authority for the Customer's internal accounting purposes. No purchase order shall be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included in the Customer's purchase order will have any force or effect.

Initial for VRF Services

_ Initial for Gillespie County Judge



- 16.6 Should any change to relevant regulations, laws, or codes substantially affect VRF' services or obligations, the Customer agree to negotiate with VRF Services for appropriate changes to the scope or price of this Agreement or both.
- 16.7 VRF SERVICES is licensed and regulated by the Texas Department of Licensing and Regulation P.O. Box 12157, Austin, Texas 78711 1-800-803-9202 or 512-463-6599.

End Of Document

Initial for VRF Services Initial for Gillespie County Judge

Daniel Jones

From:	Krislena Weston <krislena.weston@texasagriculture.gov></krislena.weston@texasagriculture.gov>
Sent:	Friday, August 25, 2023 8:32 AM
Subject:	Amendment needed for Colonia Needs Assessment and Planning Agreement

Good Morning,

TDA appreciates the County's participation in the Colonia Planning & Needs Assessment project, taking place over the next few years. (To refresh your memory, information about the CFP program can be found at: <u>Colonia Planning Fund</u> <u>Application and Guide (texasagriculture.gov)</u>

Earlier this year, your county and the county serving as the administrative anchor for the project executed an interlocal agreement allowing the planning organization to conduct the needs assessment in your county. TDA facilitated this interlocal agreement by providing a standard agreement routed via Docusign. Unfortunately, there was an error in Section 5 of the original agreement template - the agreement expiration date in Section 5 contains a placeholder of August 31, 2023, which should have been updated before routing to the correct date of January 31, 2027.

To correct this error, TDA has drafted an amendment to the interlocal agreement, and the anchor county has requested that TDA again facilitate the routing of this document. The only change to the agreement as a result of this amendment is to extend the date of completion to match the grant funding agreement end date. To facilitate review and approval of the extension, TDA will promptly route a DocuSign envelope to the County Judge's email address that we have on file. TDA does not require Commissioner's Court action for this amendment, but we understand that your internal procedures may. Once the County has executed, the County Judge should execute using Docusign's electronic signature, and the document will be automatically returned to TDA and the anchor county. A copy of the final document will be provided once all signatures are completed. If you have any questions, or if you prefer a paper copy of the extension amendment, please reply to this email.

Thank you for your understanding and response to this amendment. We look forward to continuing to serve colonias and communities throughout rural Texas.

Suzanne Barnard

Director for CDBG Programs 512.463.6612



TEXAS DEPARTMENT OF AGRICULTURE COMMISSIONER SID MILLER

For more information about the TxCDBG Program: <u>www.texasagriculture.gov/cdbg</u>. For assistance with TDA-GO, click <u>HERE</u>.

Krislena Weston Support Staff Texas Department of Agriculture Krislena.Weston@texasagriculture.gov (512) 463-7577



TEXAS DEPARTMENT OF AGRICULTURE COMMISSIONER SID MILLER

"For information about the TxCDBG program: <u>www.texasagriculture.gov/cdbg</u>

For assistance with TDA-GO, click <u>HERE</u>.

INTERLOCAL COOPERATION CONTRACT BETWEEN KINNEY COUNTY AND GILLESPIE COUNTY

2022 TxCDBG Colonia Fund: Planning & Needs Assessment

Amendment No. 1

Section 1.

WHEREAS, the Texas Department of Agriculture ("TDA") awarded grant agreement CFP 22-0169 to Kinney County, for the purpose of supporting Colonia Planning and Needs Assessment activities in a certain region of Texas ("CFP grant");

WHEREAS, Kinney County and Gillespie County (collectively, "Parties"), entered into an Interlocal Cooperation Contract for the performance of colonia planning activities within the jurisdiction of Gillespie County, in the furtherance of Kinney County's performance of its duties under the CFP grant ("Contract"),

WHEREAS, the Contract provided that its initial term would end on August 31, 2023, and further provided that the Parties may exercise up to two (2) one-year options to renew the Contract, thus providing for a maximum combined term through August 31, 2025;

WHEREAS, the CFP grant term ends January 31, 2027, and

WHEREAS, the CFP grant and the Colonia Planning and Needs Assessment activities are ongoing and the Parties agree that the additional time is required to ensure the purposes of the CFP grant and the Contract are fully accomplished,

NOW, THEREFORE, for and in exchange for the mutual promises and considerations set forth in this Amendment No. 1, the Parties hereby agree as follows:

Section 2.

The parties agree to amend the Contract by replacing SECTION 5, TERM, with the following language:

SECTION 5. TERM

The term of this Contract commences on the date the last party executes the Contract and ends on January 31, 2027. The parties may exercise up to two (2) one-year options to renew to accomplish the purposes of the Contract provided the renewal is mutually agreed upon and authorized by each party's governing body.

Section 3.

All oral and written agreements between the parties relating to the subject manner of this Amendment No. 1 that were made prior to the execution of this document have been reduced to writing and are contained herein. Except as amended herein, the Contract remains in full force and effect.

This Amendment No. 1 is not effective unless and until it is signed by authorized representatives of both parties.

Agreed to and signed by:

Judge John Paul Schuster County Judge, Kinney County, Texas Judge Daniel Jones, County Judge, Gillespie County, Texas



June 5, 2023

Chief Deputy James Segner Gillespie County Sheriff's Office 1601 East Main Street Fredericksburg, TX 78624

Re: Health Services Agreement

Dear Chief Segner:

SHP has been a proud partner with Gillespie County and the Sheriff's Office since 2015. With our contract anniversary approaching, I want to welcome you to reach out with any questions or needs. I would be happy to speak with you if there are any areas of the contract you would like to discuss.

Being on the front lines caring for patients and serving our customers' correctional health care needs, SHP has repeatedly confronted a range of financial and operational challenges since the outset of the pandemic, including substantial growth in expenses across labor, drugs and supplies, let alone higher economy-wide inflation. Labor costs have presented a dramatic and extended wave of challenges. Quality staffing is central to the care process and represents a significant portion of our operating budget. With nursing shortages being what they are nationally, we have continued to experience considerable issues with recruitment and retention of nurses, especially in perspective to correctional work.

As we strive to ensure coverage at our facilities, we have become increasingly reliant on utilizing current staff, Operational managers, travel nurses and agency staffing as resources for providing coverage until we can bring on permanent team members to fill open positions. We have increased recruitment efforts as well as added higher pay rate scales, sign-on on bonuses, and other benefits to help attract applicants. These coverage and recruitment practices, of course, come at a much greater cost to SHP than originally budgeted for in our contracts, as the parties could not have foreseen such an unprecedented hike in healthcare labor costs.

Professional lines insurance and employee benefits costs have continued on an upward trend, as well as expenses for prescription drugs. A significant driver in increased medication costs has been the continued spike in drug prices, coupled with increased utilization, treating sicker patients in the correctional environment during and since the pandemic. Medical supply costs are another area which has hit hard over the past few years, in light of supply chain disruptions and infection control practices/procedures put in place to comply with governmental regulations and to assure the health and safety of patients, and facility/medical staff.

Despite persistent cost pressures, SHP has tried to price for annual contract adjustments modestly in recent years. Unfortunately, our direct and indirect costs have escalated to the point of being unsustainable without an adequate annual increase for the new contract year. We have incorporated a 3% adjustment on the base fee and per diem rate based on continuation of the program at the current level of staffing/services for the 2023-2024 period. The new rates are provided for you below.

Contract Period: October 1	, 2023, through September 30, 2024
Base annualized fee:	\$139,440.96 (\$11,620.08 per month)
Per diem greater than 90 inmates:	\$1.43

June 5, 2023 Page two

Again, please feel free to reach out with any questions. You can call me direct at 803-802-1492. I will ask that you keep this letter on file with your contract and return a signed copy to me for SHP's historical record at your earliest convenience, or by July 31, 2023. A scan to email will be fine (email <u>carmen.hamilton@southernhealthpartners.com</u>). Except as stated herein, or as may be amended or modified in writing by mutual agreement of the parties, all provisions of the contract will remain in full force and effect.

We appreciate the support and resources provided by our customers, and we will continue to look toward mutually beneficial solutions in joint partnership together so that SHP can stay strong in providing high-quality care to the patients we serve.

Sincerely,

GILLESPIE COUNTY, TX BY:

C. Hamilton

Carmen Hamilton Contracts Manager

/cph





KERR COUNTY ATTORNEY

HEATHER STEBBINS

COUNTY COURTHOUSE, SUITE BA-103 • 700 MAIN STREET • KERRVILLE, TEXAS 78028

September 1, 2023

Honorable Daniel Jones Gillespie County Judge 101 West Main St Mail Unit 9 Room 101 Fredericksburg, TX 78624

RE: Court-ordered Mental Health Services Hearings

Dear Judge Jones,

Kerr County has updated our interlocal agreements for mental health services hearings to better reflect the changes the Legislature has made to Chapters 573 and 574 of the Health and Safety Code. We have also included an updated bill of costs. None of the changes are intended to be substantive, except to the extent where we have removed obsolete language or references to statutes that are no longer in effect. If the updated version is acceptable to your commissioners' court, please sign and return to us at your earliest convenience. If you have any concerns that we haven't addressed, please let us know so we can try to work on a solution. The best interests of our respective communities and patients are our top priority, and we hope to continue to have a productive working relationship on this and other matters for the foreseeable future.

Respectfully, Kerr County Attorney



Jackie "JD" Dowdy

Kerr County Clerk 700 Main St. #122, Kerrville, Texas 78028 Tel: 830-792-2255 Fax: 830-792-2274 Email: jdowdy@co.kerr.tx.us

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Please be advised that you may owe court costs that stem from this hearing. Upon your release from the Crisis Stabilization Unit, please contact the Kerr County Clerk's office to make payment arrangements.

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Alternate Dispute Resolution	LGC §135.102(1)	15.00
Appellate Judicial System Fund	LGC §135.102(1)	5.00
Clerk Fee – Original Action	LGC §135.102(1)	40.00
Co. Records Management and Preservation Fund	LGC §135.102(1)	15.00
Court Facility Fee Fund	LGC §135.102(1)	20.00
Court Reporter Service Fund	LGC §135.102(1)	25.00
Courthouse Security Fund	LGC §135.102(1)	20.00
Judicial / Court Personnel Training Fee	LGC §135.102(1)	5.00
Jury Fee	LGC §135.102(1)	10.00
Language Access Fund	LGC §135.102(1)	3.00
Law Library Fund	LGC §135.102(1)	35.00
Prob/Guard/Admin Fee	LGC §135.102(1)	20.00
Public Probate Admin Fund	LGC §135.102(1)	10.00
Local Consolidated Court Costs in an Original Action	LGC §135.102(1)	223.00
State Consolidated Court Costs in an Original Action	LGC §133.151(a)(1)	137.00
2 County Judge @ \$2ea	LGC § 118.101	4.00
Sheriff's Fee	LGC §118.131(a)	85.00
County Attorney Fee	HSC 574.031(k)	50.00
Judge's Travel Fee	HSC 574.031(h)	10.00
2 Issuing Documents@ \$8ea	LGC § 118.052(3)(A)	16.00
	TOTAL	\$525.00

Additional Fees May Apply:

Court Appointed Attorney Fees	HSC §574.031	\$70 p/h (actual cost)
Judge's Fee for Mental Health Commitment	HSC §574.031(j)	50.00
Judge's Travel Fee	HSC 574.031(h)	10.00
Authenticated Copies (3 certifications + Judge's signature)	LGC §118.011(c)	\$17 +\$1 per page

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Court Order # 39973

STATE OF TEXAS § COUNTY OF KERR §

INTERLOCAL AGREEMENT FOR MENTAL HEALTH AND PSYCHOACTIVE MEDICATION HEARINGS AT KERRVILLE STATE HOSPITAL AND HILL COUNTRY CRISIS STABILIZATION UNIT

This agreement is entered into on this the _____ day of _____, 20__, pursuant to the terms of Chapter 791, Texas Government Code (the Interlocal Cooperation Act), by and between the Commissioners' Court of **Gillespie**, Texas, hereinafter "Gillespie," and the Commissioners' Court of Kerr County, Texas, hereinafter "Kerr," for the purpose of providing certain services relating to mental health commitment hearings as well as certain services relating to psychoactive medication hearings for residents of Gillespie, Texas at the Kerrville State Hospital, Kerrville, Kerr County, Texas and the Hill Country Crisis Stabilization Unit Kerrville, Kerr, County Texas.

WHEREAS, Gillespie, Texas, on occasion has residents who are in need of court-ordered mental health services, by commitment to the Kerrville State Hospital or Hill Country Crisis Stabilization Unit, as well as residents who are patients at Kerrville State Hospital or Hill Country Crisis Stabilization Unit and are in need of administration of psychoactive medication; and

WHEREAS, Chapter 571 (General Provisions), Chapter 573 (Emergency Detention) and Chapter 574 (Court-Ordered Mental Health Services) of the Texas Health and Safety Code, hereinafter "Code," recite the statutory scheme whereby court-ordered mental health services may be provided for those persons who meet the criteria therein set out; and

WHEREAS, Chapter 574, Subchapter G (Administration of Medication to Patient Under Order for Inpatient Mental Health Services) of the Code recites the statutory scheme whereby patients receiving court-ordered mental health services and patients for whom an application has been filed for such court-ordered mental health services, may be administered psychoactive medications against their will; and

WHEREAS, § 574.001 (b) of the Code provides that an application for court-ordered mental health services must be filed with the county clerk of the county in which the proposed patient:

- (1) resides;
- (2) is found; or
- (3) is receiving mental health services by court order or under Subchapter A, Chapter 573 of the Code (Apprehension by a Peace Officer Without a Warrant); and

WHEREAS, § 574.061 of the Code provides that a request to modify an order for inpatient treatment and § 574.062 of the Code provides that a motion for modification of an order for outpatient treatment must be with the judge of the court that entered the order sought to be modified; and

Public Agenda Packet Gillespie County Comm Ct 9-11-2023 Meeting WHEREAS, § 574.104 (a) of the Code provides that a physician, who is treating a patient who is receiving mental health services under an order for temporary or extended mental health services under §§ 574.034 or 574.035 of the Code or for whom an application for court-ordered mental health services under §§ 574.034 or 574.035 of the Code has been filed, may file, with the probate court or a court with probate jurisdiction, an application for an order to authorize the administration of a psychoactive medication; and

WHEREAS, both Gillespie and Kerr County have jurisdiction over such proceedings where the proposed patient is a resident of Gillespie and

- (1) is found in Kerr County;
- (2) is receiving court-ordered mental health services or
- (3) is brought to the Kerrville State Hospital by a peace officer without a warrant under the provisions of §§ 573.001 of the Code; and

WHEREAS, Kerr County has jurisdiction over proceedings under Chapter 574, Subchapter G of the Code (Administration of Medication to Patient under Order for Inpatient Mental Health Services) in which a physician treating a patient at the Kerrville State Hospital or the Hill Country Crisis Stabilization Unit, which patient is receiving mental health services under an order for temporary or extended mental health services under §§ 574.034 or 574.035 of the Code or for whom an application for court-ordered mental health services under §§ 574.034 or 574.035 of the Code has been filed; and

WHEREAS, given the time constraints set out in the Code, and the difficulty and expense of transporting patients, hospital-employees, witnesses, judges, magistrates and attorneys to and from Gillespie for such hearings, it is impractical for Gillespie to hold hearings to determine existence of probable cause for protective custody orders, as well as hearings on applications for temporary mental health services, hearings on applications for extended mental health services, hearings on applications for renewal of an order for extended mental health services, hearings for modification of order for inpatient treatment, hearings for modification of order for outpatient treatment, hearings on petitions seeking an order to authorize the administration of a psychoactive medication to certain patients at the Kerrville State Hospital or Hill Country Crisis Stabilization Unit and hearings on petitions for reauthorization to certain patients at the Kerrville State Hospital or Hill Country Crisis Stabilization Unit, within the geographical confines of Gillespie; and

WHEREAS, Gillespie finds that the most appropriate, safe and expeditious site for said hearings is the Kerrville State Hospital in Kerrville, Kerr County, Texas or the Hill Country Crisis Stabilization Unit in Kerrville, Kerr County, Texas, and desires that the aforementioned hearings concerning citizens of said County be held by the proper Kerr County, Texas judicial officer with jurisdiction over such matters within Kerr County and further desires that at the aforementioned hearings concerning citizens of said County, the interests of the State and the Kerrville State Hospital or Hill Country Crisis Stabilization be represented by the Kerr County, Texas prosecutor charged with said responsibility and further desires that at the aforementioned hearings concerning citizens of said County, the interests of said County be represented by an attorney appointed by the judicial officer aforementioned; and

WHEREAS, the public health, safety and welfare of the citizens of both counties, and of the proposed patients would be best served by entering into this "Interlocal Agreement For

Public Agenda Packet Gillespie County Comm Ct 9-11-2023 Meeting

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Mental Health And Psychoactive Medication Hearings At Kerrville State Hospital and Hill Country Crisis Stabilization Unit" hereinafter referred to as "Interlocal Cooperation Agreement" pursuant to the authority granted by Chapter 791 of the Texas Government Code (the Interlocal Cooperation Act);

NOW THEREFORE, be it resolved that Gillespie and Kerr County agree to enter into this Interlocal Cooperation Agreement, and the parties agree as follows:

§1. TERM

- 1.1 This agreement is to be effective on the date that it is approved by order of the commissioners' court of each county, and ending on the following September 30th.
- 1.2 Upon the expiration of the initial term of this agreement, same shall automatically be renewed for successive one year periods beginning October 1st and ending on the following September 30th, unless terminated by either party, as herein provided.
- 1.3 Either party may cancel this agreement for any reason by notifying the other in writing at least thirty (30) days prior to the effective date of the cancellation. All amounts due and owing to Kerr County pursuant to this agreement as of the effective date of cancellation shall be paid by Gillespie within sixty (60) days of the receipt of any bill or the date of the cancellation, whichever is later.

§ 2. DEFINITIONS

2.1 "Resident" as that term is used herein shall have the same meaning as that term has been defined in the Indigent Health Care Act and as that term has been applied and construed by the Courts.

§3. FUNDING REQUIREMENTS

- 3.1 Gillespie agrees that all funds due under the terms of this agreement shall be payable out of current revenues and that it shall set aside a fund in an amount sufficient to satisfy any obligation created by this agreement.
- 3.2 Failure of the Commissioners' Court of Gillespie to terminate this agreement shall be deemed to be a certification that the obligation incurred by the continuation of this agreement shall be payable out of current revenues and that Gillespie has or will set aside a fund in an amount sufficient to satisfy any obligation created by this agreement.

§4. DUTIES OF KERR COUNTY

4.1 Kerr County agrees that it will assume jurisdiction over all court-ordered mental health proceedings and all psychoactive medication hearings which concern residents of Gillespie that are properly filed in or transferred to the Kerr County Court with jurisdiction.

- 4.2 Kerr County shall have no duty to accept jurisdiction or proceed with any court-ordered commitment or treatment proceeding where the terms of this contract have not been complied with, including the terms concerning the duty of Gillespie to make payment to Kerr County for the costs as set out herein, for all hearings which involve its residents.
- 4.3 It is understood and agreed that pursuant to §§ 571.016, of the Code, the Kerr County Attorney or her properly-assigned designee is the attorney for the State in any hearing covered by this agreement and therefore retains all of the independent discretionary authority given by the statutes and Constitution of the State of Texas. This agreement shall not be construed to limit that authority in any form or fashion and the decision of the County Attorney is final as to whether the State will proceed in any action covered by this agreement, including appeal, and as to the means and methods employed.

§5. DUTIES OF GILLESPIE

- 5.1 Gillespie agrees and warrants that it will follow all appropriate statutory procedures and shall implement such other procedures and training necessary to ensure that no violation of the constitutional and statutory rights of any proposed patient occurs and that in seeking the commitment of the proposed patient, no person from Gillespie will be referred to the Kerrville State Hospital or Hill Country Crisis Stabilization Unit unless the proposed patient has been evaluated and examined by a qualified mental health professional or a physician; a certificate has been properly issued; the patient has been warned of the non-confidentiality of the interview of the qualified mental health professional or physician; and that all other necessary steps have been taken to assure that the proposed patient's constitutional and statutory rights have been preserved.
- 5.2 Should any Gillespie resident who was detained under the authority of the emergency detention provisions of §§ 573.001 or 573.012 of the Code be found to be entitled to release, Gillespie shall pay the cost of transporting that person to the location of the person's apprehension, the person's residence or another suitable location, as required by § 573.024 of the Code.
- 5.3 Gillespie agrees to pay to Kerr County the costs associated with any hearing conducted by Kerr County officials as authorized under §§ 571.017, 571.018 (mental health), or 574.107 (psychoactive medication) of the Code, and in accordance with the "Kerr County Clerk's Schedule or Statement of Costs as may be then currently in effect. A copy of the current "Kerr County Clerk's Statement of Costs for the Budget Year 2022-2023," is attached hereto. Additionally, Gillespie agrees to pay Kerr County all costs and expenses associated with guardianship proceedings filed in Kerr County which are related to patients or proposed patients from Gillespie.
- 5.4 For all cases, Gillespie does also agree to pay to Kerr County the following costs:
 - a. All other court costs, set by law, and such other costs set either by order of the Kerr County Commissioners Court or by the judge who holds the hearings as set out in this agreement, under authority of law.
 - b. All costs authorized by law for appeals to a Texas Court of Appeals or to the Texas Supreme Court.
 - c. A reasonable fee, in an amount not to exceed \$70.00 per hour, for the Kerr County Attorney or her designee for professional services rendered in researching and

preparation of appellate briefs, for time required to travel to and from the site of the appropriate appeals court, and for time to present oral argument in any appeal of a hearing provided for by this Interlocal Agreement, as well as travel expenses and office expenses related to production and mailing of any appellate brief covered by this Interlocal Agreement.

- d. All costs, including bonds, authorized or mandated by law for any proceedings in Federal Court involving a Gillespie resident covered by this agreement.
- e. All compensation of court-appointed personnel, such as attorneys, physicians, language interpreters, sign interpreters and masters as provided in § 571.017 of the Code.
- 5.5 Gillespie agrees that it shall be responsible for obtaining repayment for its costs incurred pursuant to this agreement from the patient and/or the patient's family or estate. Gillespie agrees further that failure on its part to recover such repayments shall have no effect on its liability to Kerr County for such costs.

§6. PAYMENTS

6.1 All bills for costs shall be submitted to the County Judge of Gillespie, Texas at the address below and all payments due under this agreement shall be paid to the County Clerk of Kerr County, Texas, 700 Main Street, Room 122, Kerrville, Texas 78028.

§7. MISCELLANEOUS

7.1 Any and all notices which may be required under the terms of the agreement shall be mailed to the parties, through their representatives, at the addresses indicated below or at such address as either party may furnish in writing to the other party:

_____, County Judge

_____, County, Texas

_____, Texas _____

Kerr County Judge Kerr County, Texas Kerr County Courthouse 700 Main Street Kerrville, Texas 78028

- 7.2 This agreement contains the entire agreement of the parties with respect to the matters covered by this agreement. No other agreement, statement or promise made by any party or to any employee, officer or agent of any party, which is not contained in this agreement, shall be binding or valid.
- 7.3 If any term, provision, covenant or condition of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

7.4 The obligations and undertakings of each of the parties to this agreement shall be performable in Kerr County, Texas.

Gillespie County Judge	
Date:	
APPROVED:	ATTEST:
Gillespie County Attorney	Gillespie County Clerk
Date:	Date:
Approved: State: Approved: State: Kerr County Attorney, Heather Stelling Date: Stelling Date: Stelling	ATTEST: Kerr County Clerk, Jackie Dowdy Date: 5/8/23

This agreement was adopted by the Commissioners' Court of Kerr County, at Kerrville, Texas, by order number <u>39973</u>, on the <u>8</u> day of <u>77029</u>, 2023, and by the Commissioners' Court of Gillespie, Texas, on the <u>day of</u>, 20, Court Order No. _____.



BLUE IRON SENTINEL

1927 Pinewoods Way * Spring TX * 77386 Tel: 832-231-6806

Bill To

Gillespie County 101 West Main St. Fredericksburg, Texas 78624

Invoice

Date	9/1/2023
Invoice #	30302802
Terms	Net 30
P.O. No.	

Description		Qty	Rate	Amount
Annual Renewal 10/01/2023 - 09/30/2024				
LEC Eagle Eye VMS HD 30 Days 1FPS Cloud Preview Recording Yearly (CMVR only)		28	75.49	2,113.72
97 Frederick Road		52	75.49	3,925.48
Eagle Eye VMS HD 30 Days 1FPS Cloud Preview Recording Yearly (CMVR only)				
Annex 1 Eagle Eye VMS HD 30 Days 1FPS Cloud Preview Recording Yearly (CMVR only)		8	75.49	603.92
Court House		4	75.49	301.96
Eagle Eye VMS HD 30 Days 1FPS Cloud Preview Recording Yearly (CMVR only)		4	75.49	501.90
LEC Add-Ons		8	75.49	603.92
Eagle Eye VMS HD 30 Days 1FPS Cloud Preview Recording Yearly (CMVR only)				
	Subtota			\$7,549.00
	Sales Ta	ax (0.0	%)	\$0.00
	Total			\$7,549.00
	Paymen	ts/Cre	dits	\$0.00
Bala	ance D)ue		\$7,549.00

For questions on this invoice, please email billing@blueironsentinel.com. Thank you for your business!

Public Agenda Packet Gillespie County Comm Ct 9-11-2023 Meeting This sample policy is not intended to be, nor should it be construed as, legal advice or guidance. Before adoption of this policy, the county should fully understand its contents and should have it reviewed by the county's legal counsel to ensure it meets the county's requirements and complies with state and federal laws.

SOCIAL MEDIA APPLICATIONS AND SERVICES PROHIBITED ON COUNTY DEVICES

County prohibits the installation or use of the social media service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited; or a social media application or service specified by proclamation of the governor on any device owned or leased by _____ County and requires the removal of covered applications from those devices.

The installation and use of a covered application may be acceptable to the extent necessary for providing law enforcement; or developing or implementing information security measures. In order for the installation to be approved _____ County must require the use of measures to mitigate risks posed to this state during the use of the covered application, and the documentation of those measures.



August 22, 2023

AUG 2 4 REC'D

Gillespie County Attn: Honorable Daniel Jones 101 West Main Street, Mail Unit 9 Room 101 Fredericksburg, TX 78624

Dear Judge Jones,

On behalf of the Create Healthy board of directors and staff, please accept our invitation to attend the Create Healthy Community Summit on Monday, September 25 from 8 a.m. to 4:30 p.m.

Your participation is vital to our ongoing work to develop a grant funding strategy that truly reflects the needs, values, and goals of our wonderful community.

You'll join other business, government, school, faith, nonprofit, and civic leaders in sharing perspectives and expertise to inform Create Healthy's strategy to invest the foundation's assets in programs and services that align with our mission to empower Hill Country communities to build a healthy future.

The invitation-only, one-day summit will include presentations and facilitated breakout sessions. The goal is to conclude with the identification of five concrete grantmaking focus areas to recommend to the Create Healthy board. We invite two members of the Gillespie County Commissioners Court to join us for this important summit. Please let us know the selected council members at your earliest convenience.

Key Details:

DATE: September 25 TIME: 8 a.m. – 4:30 p.m. LOCATION: Hill Country University Center, 2818 East US Hwy 290, Fredericksburg

Create Healthy's assets and mission make it a distinctive philanthropic entity in the region, and we are uniquely positioned to invest in programs, organizations, and services to ensure that everyone in the Hill Country can meaningfully contribute to the fabric of life in the region and fully engage in everything our community offers. Our potential impact is generational.

The board and leadership team appreciate the magnitude of this opportunity and the deep interest the community has paid to the foundation since the sale of Hill Country Memorial Hospital. In addition to smaller meetings and discussions with area leaders and stakeholders, this community summit represents our commitment to being a community-driven, community-rooted, and community-responsive organization.

I hope you'll accept our invitation. Please reply to <u>kathy.campbell@createhealthy.org</u> by September 8. If you are unable to attend but would like to share your thoughts on funding priorities for Create Healthy, please let us know that as well.

Sincerely,

agree C Yope

Jayne Pope, RN CEO



PO Box 1339 Fredericksburg, TX 78624

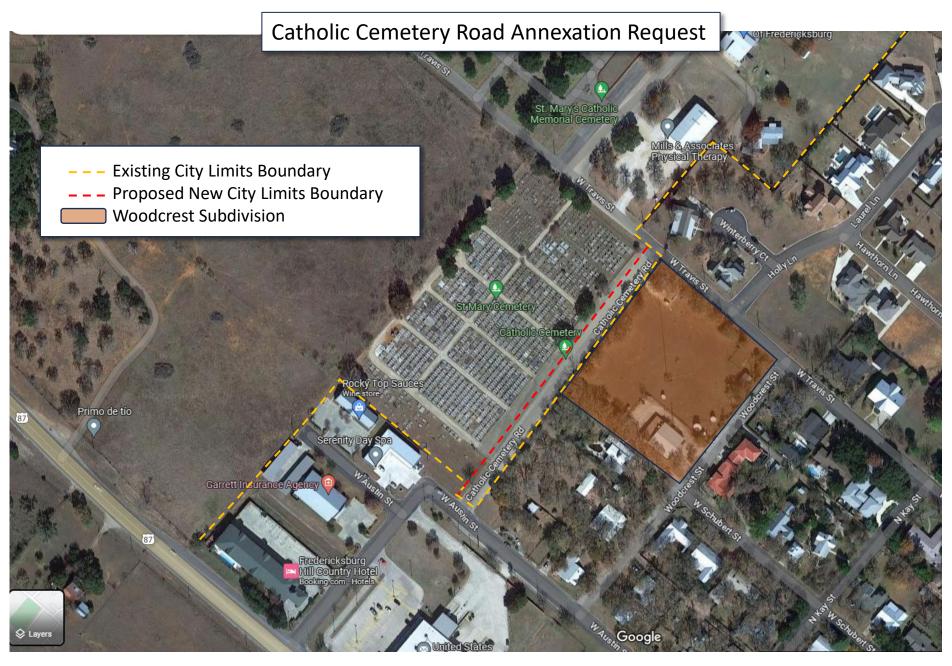


830.997.1297



www.CreateHealthy.org

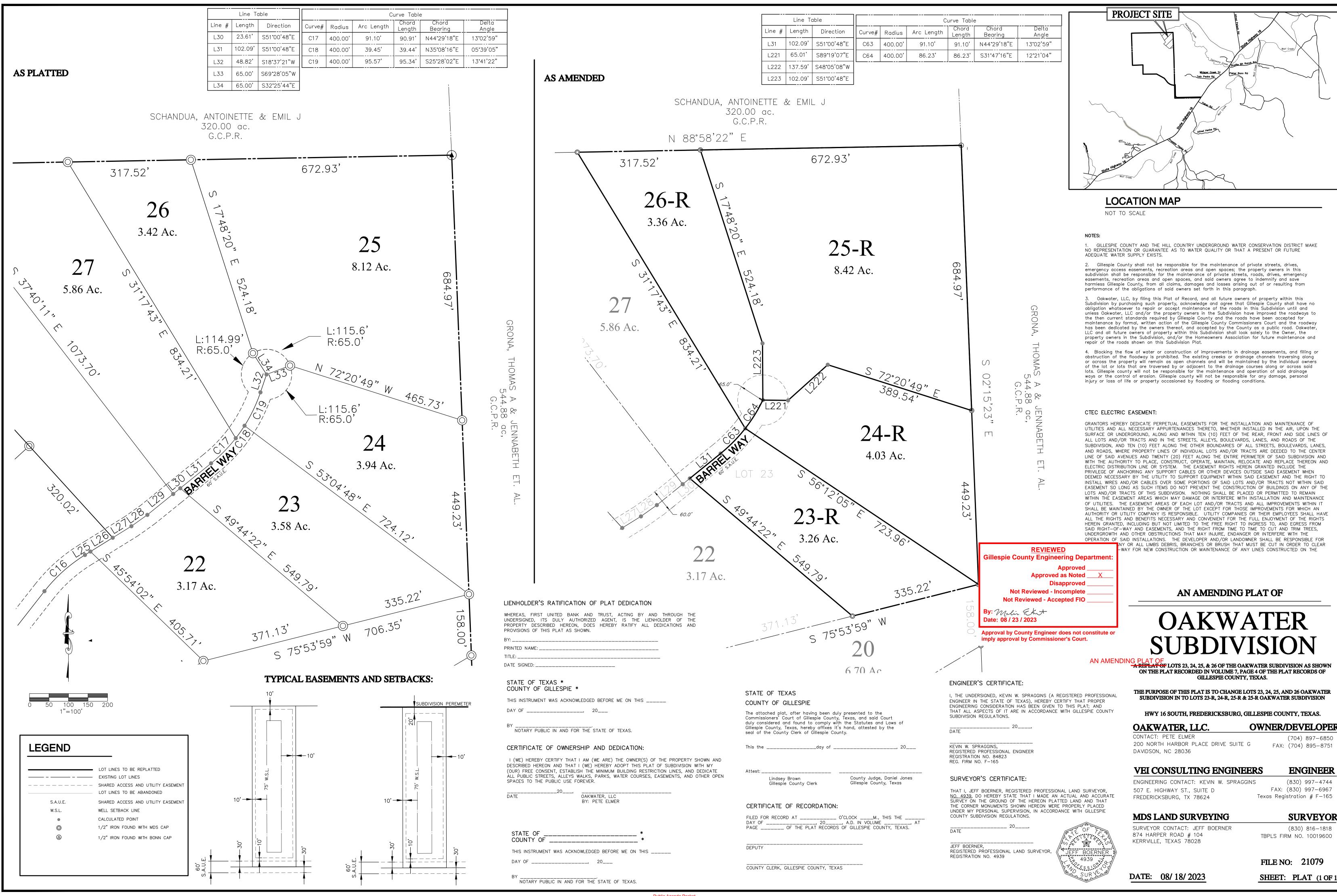
Public Agenda Packet Gillespie County Comm Ct 9-11-2023 Meeting



The county is requesting the City of Fredericksburg to annex the street of Catholic Cemetery Road (CCR). The annexation would only include the existing street and ROW. The new Woodcrest Subdivision will have three residence entrances coming off CCR and they will require city services such as trash pickup. The City of Fredericksburg (through the subdivision development) is already installing City utilities under CCR and they may have future extension of utilities from W. Travis to Public Agenda Packet Gillespie County Comm Ct 9-11-2023 Meeting

Page No. of Pages STRAUBE MACHINE & WELDING, INC. 534 FM 2093 * FREDERICKSBURG, TX 78624-7150 (830) 997-8152 Ĩ. PROPOS/ UBMITTED PHONE DATE J. -STREET JOB NAME 3. مور به ا CITY, STATE and ZIP CODE JOB LOCATION ****** NTE ARCHITECT DATE OF PLANS JOB PHONE We hereby submit specifications and estimates for: CMOU Palt 3×10 beam er:al ZAA vÖ +Install Bea move 1200 ¥ We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of: dollars (\$ Payment to be made as follows: ۲., All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications Authorized involving extra costs will be executed only upon written orders, and will become an extra Signature charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. 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 Signature colfied Dour on outlined should Public Agenda Packet Gillespie County Comm Ct

9-11-2023 Meeting



Public Agenda Packet Gillespie County Comm Ct 9-11-2023 Meeting

<u>REVIEWED</u> Gillespie County Engineering Department:
Approved
Approved as Noted X
Disapproved
Not Reviewed - Incomplete
Not Reviewed - Accepted FIO
By: Mulin E.K.+

ON THE PLAT RECORDED IN VOLUME 7, PAGE 4 OF THE PLAT RECORDS OF

OWNER/DEVELOPER

(704) 897-6850

(830) 816-1818

FILE NO: 21079 SHEET: PLAT (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:

COUNTY OF:

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.

BOOT RANCH HOLDINGS, LLC A DELAWARE LIMITED LIABILITY COMPANY

MARK R. ENDERLE AUTHORIZED SIGNATORY

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MARK R. ENDERLE, 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 _____ DAY OF _____ A.D. 2023.

NOTARY PUBLIC STATE OF TEXAS

BOOT RANCH PHASE 2 SECTION 21 PLAT

VARIANCES REQUESTED:

I. ALLOWANCE OF 50 FT RADIUS CUL-DE-SAC R.O.W.

2. ALLOWANCE OF 40 FT RADIUS CUL-DE-SAC PAVEMENT.

3. ALLOWANCE OF 20 FT WIDE ROADWAY PAVEMENT WITH 2 FT SHOULDERS. (ALL RESIDENTIAL LOTS)

4. ALLOWANCE OF 50 FT WIDE PRIVATE STREET R.O.W.

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

Disar Not Reviewed - Incor Not Reviewed - Accepte i Fio By: Mulin Ekit Date: 09 / 06 / 2023 Approval by County Engineer does not constitute or

illespie County Engineeri

REVIEWED

Approved as

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 _, A.D., 2023, AT _____, ___, IN THE RECORDS OF DAY 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





W. WARTENBACH SURVEY NO. 794 ABSTRACT NO. 723 Departmen DAVID KETRON 205.3 ACRES DOCUMENT NO. 20125610 OFFICIAL PUBLIC RECORDS imply approval by Commissioner's Court. SURVEYOR'S CERTIFICATE STATE OF TEXAS COUNTY OF GILLESPIE HEREBY CERTIFY THE FOLLOWING: (1) THIS PLAT,

LOT 832

SECTION 25

VOLUME 6, PAGE 155

LOT 833

SECTION 25

VOLUME 6, PAGE 155

PLAT RECORDS

N 87°53'02" E 574.19'

LOT 747R

3.10

ACRES

5 89°00'32" W 430.07'

LOT 746R

3.65

ACRES

LOT 744R

3.44

ACRES

PLAT RECORDS

0 ZO

RDS

UFER STREET

HOLDINGS, LLC

REMAINDER OF

118.00 ACRES

DOCUMENT NO.

20214007

OFFICIAL PUBLIC

RECORDS

INCLUDING ALL ATTACHED DOCUMENTS AND PLAT NOTES REPRESENT A TRUE AND ACCURATE SURVEY ON THE GROUND MADE BY ME OF THE SUBDIVISION IDENTIFIED; (2) ALL REQUIRED SURVEY MONUMENTS ARE CORRECTLY SHOWN ON THIS PLAT; (3) THIS PLAT AND ALL ATTACHED DOCUMENTS AND PLAT NOTES COMPLY WITH ALL SURVEYING AND PLAT DRAFTING REQUIREMENTS OF THE SUBDIVISION AND MANUFACTURED HOME RENTAL COMMUNITY REGULATIONS FOR GILLESPIE COUNTY, TEXAS; AND (4) ALL SURVEYING REPRESENTATIONS ON THIS PLAT ARE TRUE, CORRECT AND IN COMPLIANCE WITH THE CURRENT STANDARDS OF REGISTERED AND LICENSED PROFESSIONAL LAND SURVEYING PRACTICE IN THE STATE OF TEXAS.

Wes Rexrode - Pfeiffer Land Surveying Registered Professional Land Surveyor No. 6001 Boerne, Texas 78006 Ph. 830 - 249 - 3385

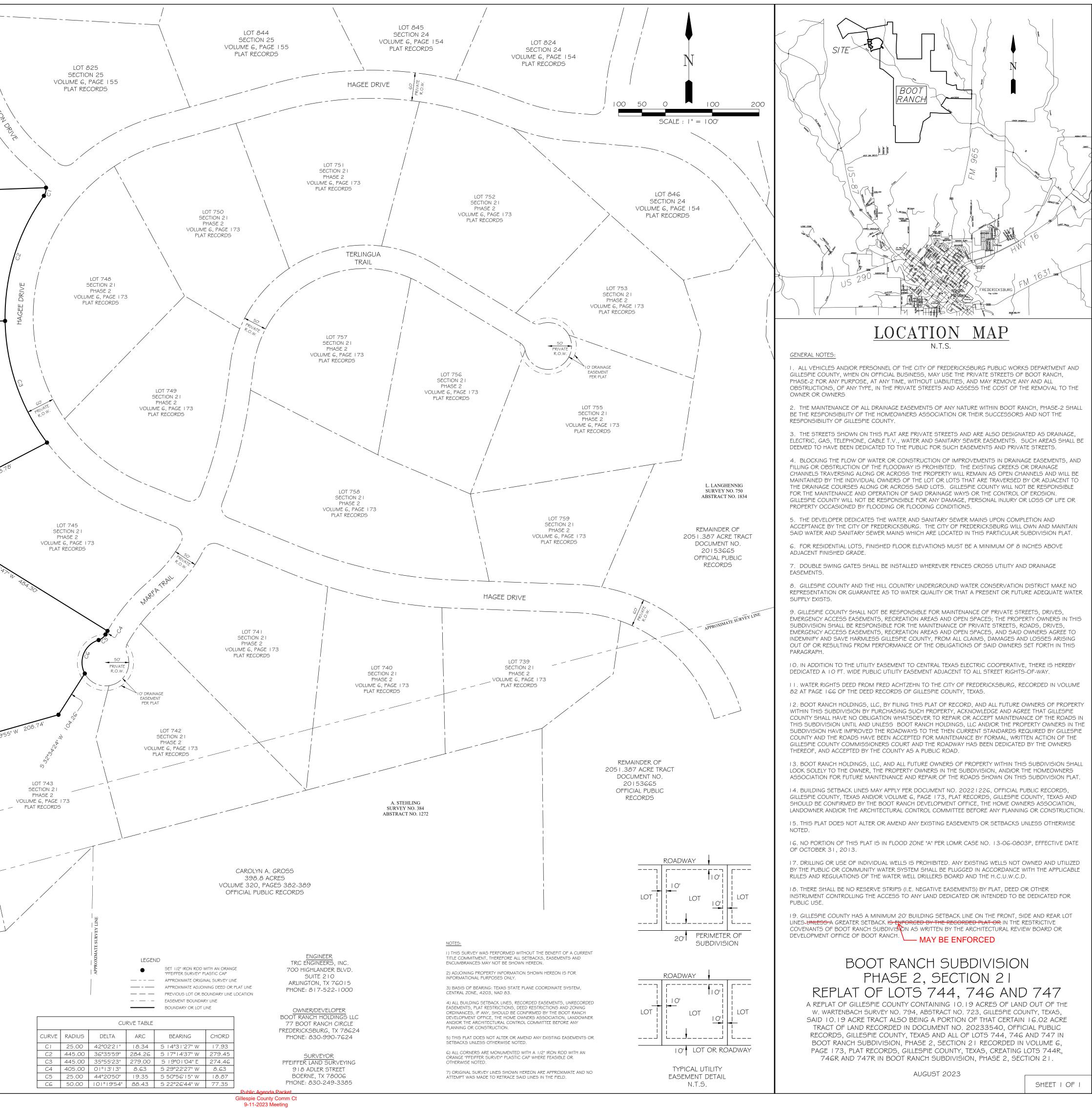


DATE: AUGUST 17, 2023

A STEHLING

SURVEY NO. 858

ABSTRACT NO. 975



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:

COUNTY OF:

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.

BOOT RANCH HOLDINGS, LLC A DELAWARE LIMITED LIABILITY COMPANY

MARK R. ENDERLE AUTHORIZED SIGNATORY

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MARK R, ENDERLE, 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 _____ DAY OF _____ A.D. 2023.

NOTARY PUBLIC STATE OF TEXAS

BOOT RANCH PHASE 2 SECTION 25 PLAT

VARIANCES REQUESTED

- I. ALLOWANCE OF LOT FRONTAGE OF LESS THAN 200 FT ALONG ROADWAY.
- 2. ALLOWANCE OF 20 FT WIDE ROADWAY PAVEMENT WITH 2 FT SHOULDERS. (RESIDENTIAL LOTS)
- 3. ALLOWANCE OF 50 FT WIDE PRIVATE STREET R.O.W.

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

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_____

THIS	_ DAY OF	, A.D., 2023



IN TESTIMONY WHEREOF, WITNE	SS MY HAND AND OFFICIAL SE	
THIS DAY OF	, A.D., 2023.	<u>REVIEWED</u> Gillespie County Engineering Department
LINDSEY BROWN COUNTY CLERK, GILLESPIE COUI	 NTY, TEXAS	Approved Approved as Noted Disapproved Not Reviewed - Incomplete Not Reviewed - Accepted FIO
PFEIFFER LAND SURVEY 918 ADLER STREET BOERNE, TX 78006		By: Mulin Ekt Date: 09 / 06 / 2023

imply approval by Commissioner's Court.

LOT 834 SECTION 26 PHASE 2 VOLUME 6, PAGE 176 PLAT RECORDS BOOT RANCH HOLDINGS, LLC DOUL RAINCH HOLDINGS, LI 16.02 ACRES DOCUMENT NO. 20233540 OFFICIAL PUBLIC RECORDS W. WARTENBACH SURVEY NO. 794 ABSTRACT NO. 723 LIFER STREET HOLDINGS LLC REMAINDER OF 118.00 ACRES DOCUMENT NO. 20214007 OFFICIAL PUBLIC RECORDS NOTES:) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT. THEREFORE ALL SETBACKS, EASEMENTS AND ENCUMBRANCES MAY NOT BE SHOWN HEREON.

MAGDALENE ANN

BAUER CHERRY

129.8 ACRES

TRACT I

DOCUMENT NO.

20091271

OFFICIAL PUBLIC

RECORDS

2) ADJOINING PROPERTY INFORMATION SHOWN HEREON IS FOR INFORMATIONAL PURPOSES ONLY.

3) BASIS OF BEARING: TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, 4203, NAD 83.

4) ALL BUILDING SETBACK LINES, RECORDED EASEMENTS, UNRECORDED EASEMENTS, PLAT RESTRICTIONS, DEED RESTRICTIONS AND ZONING ORDINANCES, IF ANY, 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.

5) THIS PLAT DOES NOT ALTER OR AMEND ANY EXISTING EASEMENTS OR SETBACKS UNLESS OTHERWISE NOTED.

6) ALL CORNERS ARE MONUMENTED WITH A 1/2" IRON ROD WITH AN ORANGE "PFEIFFER SURVEY" PLASTIC CAP WHERE FEASIBLE OR OTHERWISE NOTED.

7) ORIGINAL SURVEY LINES SHOWN HEREON ARE APPROXIMATE AND NO ATTEMPT WAS MADE TO RETRACE SAID LINES IN THE FIELD.

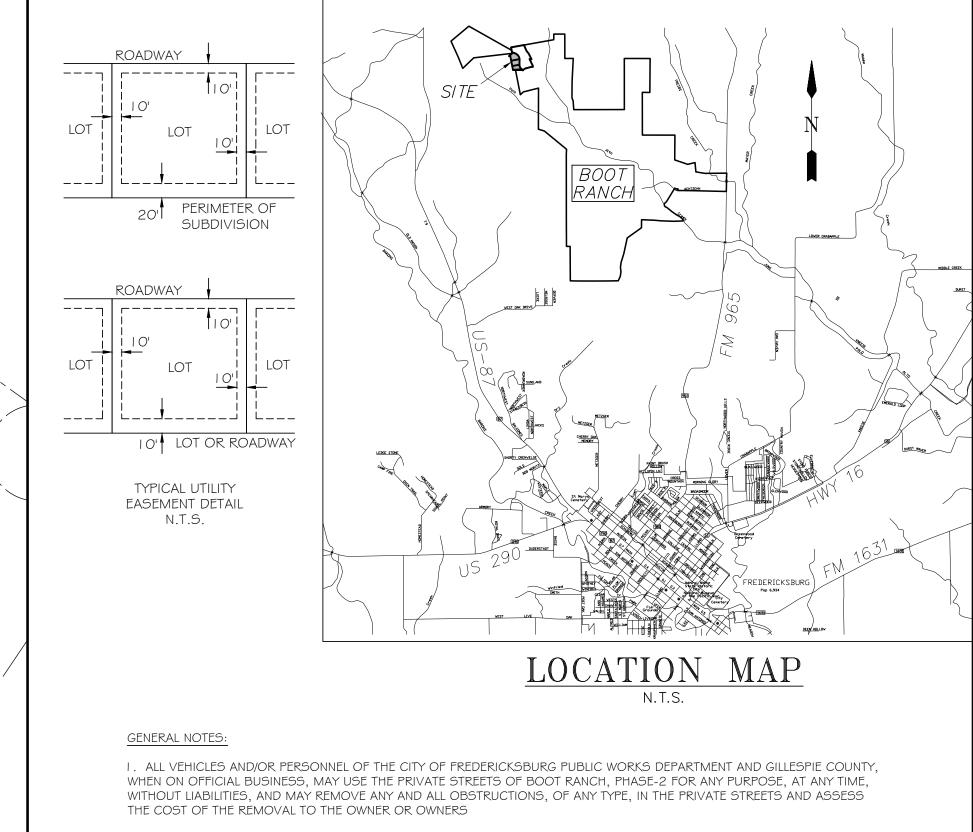
SURVEYOR'S CERTIFICATE

STATE OF TEXAS COUNTY OF GILLESPIE

I HEREBY CERTIFY THE FOLLOWING: (1) THIS PLAT, INCLUDING ALL ATTACHED DOCUMENTS AND PLAT NOTES REPRESENT A TRUE AND ACCURATE SURVEY ON THE GROUND MADE BY ME OF THE SUBDIVISION IDENTIFIED; (2) ALL REQUIRED SURVEY MONUMENTS ARE CORRECTLY SHOWN ON THIS PLAT; (3) THIS PLAT AND ALL ATTACHED DOCUMENTS AND PLAT NOTES COMPLY WITH ALL SURVEYING AND PLAT DRAFTING REQUIREMENTS OF THE SUBDIVISION AND MANUFACTURED HOME RENTAL COMMUNITY REGULATIONS FOR GILLESPIE COUNTY, TEXAS; AND (4) ALL SURVEYING REPRESENTATIONS ON THIS PLAT ARE TRUE, CORRECT AND IN COMPLIANCE WITH THE CURRENT STANDARDS OF REGISTERED AND LICENSED PROFESSIONAL LAND SURVEYING PRACTICE IN THE STATE OF TEXAS.

Wes Rexrode - Pfeiffer Land Surveying Registered Professional Land Surveyor No. 6001 Boerne, Texas 78006 Ph. 830 - 249 - 3385





2. 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

3. 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.

4. 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 TRAVERSING 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.

5. 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.

6. FOR RESIDENTIAL LOTS, FINISHED FLOOR ELEVATIONS MUST BE A MINIMUM OF 8 INCHES ABOVE ADJACENT FINISHED GRADE.

7. DOUBLE SWING GATES SHALL BE INSTALLED WHEREVER FENCES CROSS UTILITY AND DRAINAGE EASEMENTS.

8. 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.

9. 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.

10. 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.

II. WATER RIGHTS DEED FROM FRED ACHTZEHN TO THE CITY OF FREDERICKSBURG, RECORDED IN VOLUME 82 AT PAGE IGG OF THE DEED RECORDS OF GILLESPIE COUNTY, TEXAS.

12. 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.

I 3. 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.

14. BUILDING SETBACK LINES MAY APPLY PER DOCUMENT NO. 20221226, OFFICIAL PUBLIC RECORDS, GILLESPIE COUNTY, TEXAS AND/OR VOLUME 6, PAGE 155, 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.

15. THIS PLAT DOES NOT ALTER OR AMEND ANY EXISTING EASEMENTS OR SETBACKS UNLESS OTHERWISE NOTED.

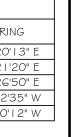
I.G. NO PORTION OF THIS PLAT IS IN FLOOD ZONE "A" PER LOMR CASE NO. 13-06-0803P, EFFECTIVE DATE OF OCTOBER 31, 2013.

17. DRILLING OR USE OF INDIVIDUAL WELLS IS PROHIBITED. ANY EXISTING WELLS NOT OWNED AND UTILIZED BY THE PUBLIC OR COMMUNITY WATER SYSTEM SHALL BE PLUGGED IN ACCORDANCE WITH THE APPLICABLE RULES AND REGULATIONS OF THE WATER WELL DRILLERS BOARD AND THE H.C.U.W.C.D.

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

19. GILLESPIE COUNTY HAS A MINIMUM 20' BUILDING SETBACK LINE ON THE FRONT, SIDE AND REAR LOT LINES, UNLESS A GREATER SETBACK IS ENFORCED BY THE RECORDED PLAT OR IN THE RESTRICTIVE COVENANTS OF BOOT RANCH SUBDIVISION AS WRITTEN BY THE ARCHITECTURAL REVIEW BOARD OR DEVELOPMENT OFFICE OF BOOT RANCH.

MAY BE ENFORCED



OWNER/DEVELOPER BOOT RANCH HOLDINGS LLC 77 BOOT RANCH CIRCLE

FREDERICKSBURG, TX 78624 PHONE: 830-990-7624 SURVEYOR

TRC ENGINEERS, INC

700 HIGHLANDER BLVD.

SUITE 210

ARLINGTON, TX 76015

PHONE: 817-522-1000

PFEIFFER LAND SURVEYING 918 ADLER STREET BOFRNE TX 78006 PHONE: 830-249-3385



BOOT RANCH SUBDIVISION PHASE 2, SECTION 25

REPLAT OF LOTS 831, 832 AND 833 A REPLAT OF GILLESPIE COUNTY CONTAINING 12.05 ACRES OF LAND OUT OF THE W. WARTENBACH SURVEY NO. 794, ABSTRACT NO. 723, GILLESPIE COUNTY, TEXAS, SAID 10.19 ACRE TRACT ALSO BEING A PORTION OF THAT CERTAIN I 6.02 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 20233540, OFFICIAL PUBLIC RECORDS, GILLESPIE COUNTY, TEXAS AND ALL OF LOTS 744, 746 AND 747 IN BOOT RANCH SUBDIVISION, PHASE 2, SECTION 25 RECORDED IN VOLUME 6, PAGE 155, PLAT RECORDS, GILLESPIE COUNTY, TEXAS, CREATING LOTS 83 I R, 832R AND 833R IN BOOT RANCH SUBDIVISION, PHASE 2, SECTION 25.

AUGUST 2023

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



COUNTY OF: _____

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.

BOOT RANCH HOLDINGS, LLC A DELAWARE LIMITED LIABILITY COMPANY

MARK R. ENDERLE AUTHORIZED SIGNATORY

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MARK R. NDERLE KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIE 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 _____ DAY OF A.D. 2023.

NOTARY PUBLIC STATE OF TEXAS

BOOT RANCH PHASE 2 SECTION 26 PLAT

ARIANCES REQUESTED

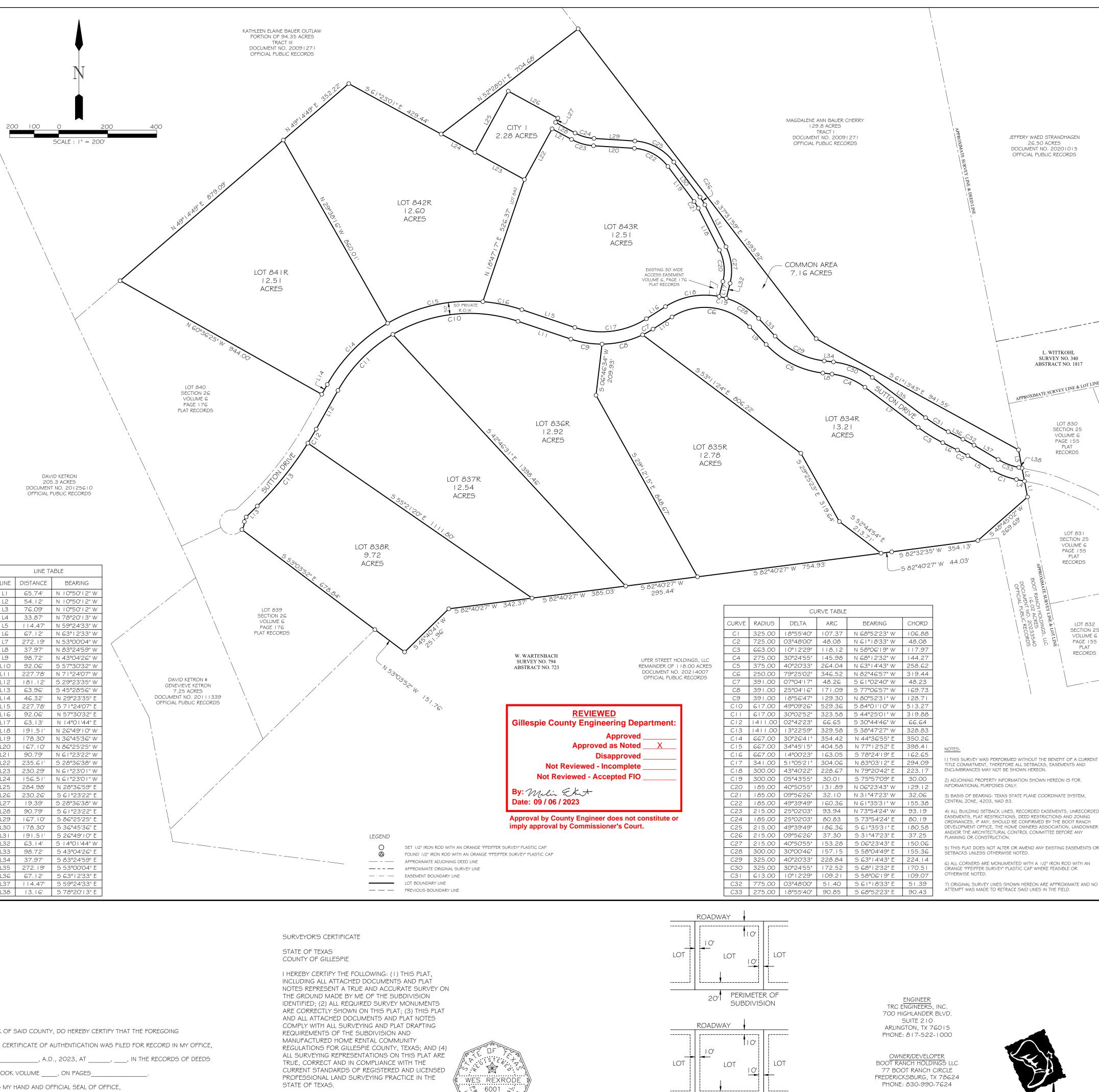
. ALLOWANCE OF LOT FRONTAGE OF LESS THAN 200 FT ALONG ROADWAY AND LESS THAN 100 FT ALONG CUL-DE-SAC.

2. ALLOWANCE OF 50 FT RADIUS CUL-DE-SAC R.O.W.

3. ALLOWANCE OF 40 FT RADIUS CUL-DE-SAC PAVEMENT.

4. ALLOWANCE OF 20 FT WIDE ROADWAY PAVEMENT WITH 2 FT SHOULDERS. (ALL RESIDENTIAL LOTS)

5. ALLOWANCE OF 50 FT WIDE PRIVATE STREET R.O.W. (ALL RESIDENTIAL LOTS)



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 _____ 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

Wes Rexrode - Pfeiffer Land Surveying Registered Professional Land Surveyor No. 6001 Boerne, Texas 78006 Ph. 830 - 249 - 3385

。6001 JOB NUMBER: 94-15

DATE: AUGUST 17, 2023 Gillespie County Comm Ct 9-11-2023 Meeting

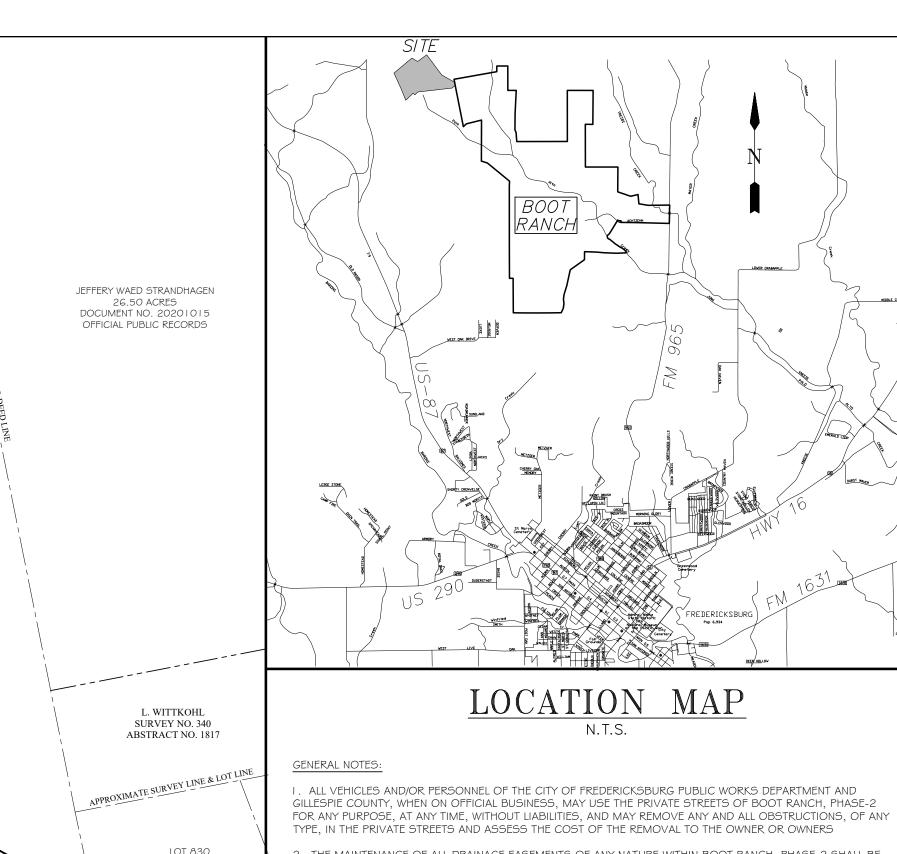
101 LOT OR ROADWAY

TYPICAL UTILITY

EASEMENT DETAIL

N.T.S.

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



SECTION 25 VOLUME 6

PAGE 155

RECORDS

LOT 831

SECTION 25

VOLUME 6

PAGE 155 PLAT

RECORDS

LOT 832

SECTION 2

VOLUME 6

PAGE 155 PLAT

RECORDS

50

2. 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.

3. 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.

4. 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 TRAVERSING 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.

5. 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.

6. FOR RESIDENTIAL LOTS, FINISHED FLOOR ELEVATIONS MUST BE A MINIMUM OF 8 INCHES ABOVE ADJACENT FINISHED GRADE.

7. DOUBLE SWING GATES SHALL BE INSTALLED WHEREVER FENCES CROSS UTILITY AND DRAINAGE EASEMENTS. 8. 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 WATEF SUPPLY EXISTS.

9. 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.

I.O. 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.

II. 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.

12. 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 WHATSOFVER 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.

13. 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.

I 4. RESTRICTIONS MAY APPLY PER DOCUMENT NO. 2022 I 226, OFFICIAL PUBLIC RECORDS, GILLESPIE COUNTY, TEXAS AND VOLUME 6, PAGE 176, 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.

15. THIS PLAT DOES NOT ALTER OR AMEND ANY EXISTING EASEMENTS OR SETBACKS UNLESS OTHERWISE NOTED. I G. NO PORTION OF THIS SUBDIVISION IS IN FLOOD ZONE "A" PER LOMR CASE NO. 13-06-0803P, EFFECTIVE

I 7. DRILLING OR USE OF INDIVIDUAL WELLS IS PROHIBITED. ANY EXISTING WELLS NOT OWNED AND UTILIZED BY THE PUBLIC OR COMMUNITY WATER SYSTEM SHALL BE PLUGGED IN ACCORDANCE WITH THE APPLICABLE RULES AND REGULATIONS OF THE WATER WELL DRILLERS BOARD AND THE H.C.U.W.C.D.

DATE OF OCTOBER 31, 2013.

RANCH

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

19. GILLESPIE COUNTY HAS A MINIMUM 20' BUILDING SETBACK LINE ON THE FRONT, SIDE AND REAR LOT LINES. UNLESS A GREATER SETBACK IS ENFORCED BY THE RECORDED PLAT OR IN THE RESTRICTIVE COVENANTS OF BOOT RANCH SUBDIVISION AS WRITTEN BY THE ARCHITECTURAL REVIEW BOARD OR DEVELOPMENT OFFICE OF BOOT

— MAY BE ENFORCED

BOOT RANCH SUBDIVISION PHASE 2, SECTION 26 REPLAT OF LOTS 834-838, LOTS 841-843 AND A COMMON AREA

A REPLAT OF BOOT RANCH SUBDIVISION, PHASE 2, SECTION 26 RECORDED IN VOLUME 6, PAGE 176, PLAT RECORDS, GILLESPIE COUNTY, TEXAS CONTAINING 132.76 ACRES OF LAND OUT OF THE W. WARTENBACH SURVEY NO. 794, ABSTRACT NO. 723, GILLESPIE COUNTY, TEXAS, SAID 132.76 ACRE TRACT ALSO BEING ALL OF BOOT RANCH SUBDIVISION, PHASE 2, SECTION 26 (110.91 ACRES), ALL OF THAT CERTAIN 12.89 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 20224999 AND A PORTION OF THAT CERTAIN 16.02 ACRE TRACT OF LAND (8.96 ACRES) RECORDED IN DOCUMENT NO. 20233440, OFFICIAL PUBLIC RECORDS, GILLESPIE COUNTY, TEXAS. CREATING LOTS 834R, 835R, 836R, 837R, 838R, 841R, 842R, 838R, CITY 1 AND A 7.16 ACRE COMMON AREA.

AUGUST 2023



VOLUNTEER FIRE DEPARTMENT CONTRACT

- WHEREAS, Gillespie County, Texas, hereinafter COUNTY, a political subdivision of the State of Texas, has the authority, under Texas Local Government Code Section 352.001 to furnish fire protection to the residents of the county who live outside municipalities; and
- WHEREAS, under paragraph (c) of that Section, COUNTY has the authority to enter into contracts with incorporated volunteer fire departments for the provision of fire fighting services in the county; and
- WHEREAS, the **HARPER VOLUNTEER FIRE DEPARTMENT**, hereinafter DEPARTMENT, an incorporated volunteer fire department, desires to enter into such a contract for the provision of fire fighting services and fire fighting equipment to said residents of the county.

IT IS THEREFORE AGREED that:

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

TERM

4. The term of this agreement is one year beginning on October 1, 2022 and ending on September 30, 2023, unless earlier terminated by either party on thirty (30) days written notice addressed to:

COUNTY:

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

DEPARTMENT:

Harper Volunteer Fire Department P.O. Box 306 Harper, Texas 78631

CONSIDERATION

- 5. In consideration for the provision of fire fighting and first aid services, DEPARTMENT shall be entitled to a sum not to exceed *\$31,000.00. Disbursements to be made after DEPARTMENT has filed its yearly report with the Gillespie County Clerk and approved by the Commissioners Court. Additionally, COUNTY in 2023 has provided DEPARTMENT with the one-time purchase of multiple radios that are compatible with COUNTY'S current radio system that it has through the Lower Colorado River Authority (LCRA). DEPARTMENT agrees to reimburse COUNTY for the monthly subscription fee for said radios on a monthly basis upon request of COUNTY.
- 6. No moneys paid to DEPARTMENT shall be expended for any purpose other than for the provision of fire protection and first aid services and equipment. No moneys, however, may be expended for the provision of salaries to any person.
- 7. DEPARTMENT shall keep records according to generally accepted accounting practices.
- 8. COUNTY agrees to provide accident insurance for each member of DEPARTMENT during the term of this contract.
- 9. DEPARTMENT has and shall maintain a policy of liability insurance in the following minimum amounts, and shall name Gillespie County, Texas as an additional insured:

\$300,000.00 per occurrence \$300,000.00 general aggregates \$100,000.00/\$300,000.00 \$100,000.00

Premises: Personal Injury **Property Damage** Automobile: Personal Injury Automobile: Property Damage

- 10. The parties agree that DEPARTMENT is not an agency, department, division, contractor or employee of the COUNTY.
- 11. This agreement is effective upon acceptance by order of the Gillespie County Commissioners Court.

HARPER VOLUNTEER FIRE

DEPARTMEN By: _]

Date: 8-6-20

GILLESPIE COUNTY, TEXAS

By: _____ County Judge

Date: 4

* \$26,000.00 HARPER VOLUNTEER FIRE DEPARTMENT **\$ 5,000.00 HARPER EMERGENCY MEDICAL SERVICES**

HARPER VOLUNTEER FIRE ANNUAL REPORT OF I FOR THE YEAR ENDED <u>Octob</u>		eptember 30,202
BEGINNING CASH BALANCE, October 1, 202 (Date)		
General Checking Other Funds	5 <u>105 699</u> 30 5 <u>38, 58</u> 931	
TOTAL BEGINNING CASH BALANCE		s 144,28861
RECEIPTS:		
Memorials Donations Gillespie County Interest Miscellaneous Activities (list) Other Findraising Activities	<u>\$ 1,433</u> <u>\$ 94,00253</u> <u>\$ 31,000</u> <u>\$ 55948</u> <u>\$ 71,705</u>	<i>.</i>
TOTAL RECEIPTS	9 <u></u>	s <u>198,70</u> 0°1
DISBURSEMENTS:		
Utilities Telephone (Telecommunications (Insurance - Liability Insurance - Other Operating expenses - vehicles Office supplies Operating expenses - EMS / First Resp. (Scholing Operating & conferences Building repair & Maintenance Activity costs (list) <u>Fundraising expenses</u> Miscellaneous	$\frac{37}{5}$ $\frac{37}{5}$ $\frac{5}{4}$ $\frac{5}{4}$ $\frac{5}{4}$ $\frac{5}{4}$ $\frac{5}{4}$ $\frac{5}{18}$ $\frac{5}{18}$ $\frac{5}{4}$ $\frac{5}{2}$ $\frac{5}{16}$ $\frac{5}{16}$	85912
Capital Outlay: Fire Equipment /CPR MACH IN E Radio Equipment Other <u>CONEX BUILDING</u> - TOTAL DISBURSEMENTS	\$ <u>12,115°</u> 5 \$ \$ <u>31,940</u> ~~	s <u>170,964</u> 88
ENDING CASH BALANCE,(Date) Checking Account Other Funds	\$ <u>136,632</u> \$ <u>35,3919</u> 1	s <u>172,02</u> 3 ⁷⁴

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Public Agenda Packet Gillespie County Comm Ct 9-11-2023 Meeting .*

HARPER VOLUNTEER FIRE DEPARTMENT

ACTIVITY REPORT

FOR THE YEAR ENDED Oct 2012-2023

FIRE TRUCKS – Community Service (per	zvehicle) # 28	
FIRE TRUCKS - Community Service (per FIRE TRUCKS - Runs (per vehicle)	#	
TOTAL .		# 190
MEMO:		
In County Runs	# <u>100</u>	
Out of County Runs	#_15	
Runs Assisted by FVFD	#O	
Runs Assisting FVFD	#_17_	
TOTAL MILES TRAVELED		# <u>3436</u>
TOTAL MAN HOURS		# 640.5

EMS OR FIRST RESPONDER CALLS

~

4

CALLS – Community Service	#9	
RUNS – EMS or First Responder	# <u></u>	
TOTAL CALLS & RUNS		# <u>49</u>
TOTAL MILES TRAVELED		· # <u>528</u>
TOTAL MAN HOURS		′ # <u>76_</u>
	,	4

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