

AGENDA
GILLESPIE COUNTY COMMISSIONERS COURT
REGULAR MEETING
MONDAY, SEPTEMBER 22, 2025
GILLESPIE COUNTY COURTHOUSE
FREDERICKSBURG, TEXAS
9:00 O'CLOCK A.M.

Invocation and Pledges of Allegiance.

1. Call meeting to order.
2. Consent Agenda - routine business items that the Court will act upon collectively in single motion, unless an item is requested to be removed from the Consent Agenda by any member of the Commissioners Court, in which case the removed item will be considered, discussed, and acted upon separately as a regular agenda item.
 - a. Consider approval of Bills & Claims and payments via electronic fund transfers.
 - b. Consider approval of Journal Entries & Budget Amendments (Line-Item Transfers).
 - c. Consider approval of payroll claims & related expenses.
 - d. Consider approval of Departmental Reports.
 - e. Consider approval of Fees of Office.
3. Approve job descriptions and/or postings for:
 - a. Sergeant Investigator position in County Attorney's office.
4. Consider approval of promotions, transfers, payroll changes, and/or hiring for positions in:
 - a. Road and Bridge, Pct. 1
 - b. District Clerk's Office

5. Consider approval of Order designating a day of week for holding regular Commissioners Court meetings during the next fiscal year pursuant to Local Government Code Sec. 81.005.
6. Consider approval of County Clerk minutes for Commissioners Court meetings.
7. Consider approval of Routine Airport Maintenance Program (RAMP) agreement with TXDOT and authorization for execution of documents.
8. Consider approval of lease for T-Hangar space at the County Airport, and authorization for execution of documents (B-10).
9. Consider approval of revised rates and fees related to leases and services at the County Airport.
10. Consider approval of amendment to Ladd Gardner, LLC's lease at the County Airport, dated Jun 23, 2025, and authorization for execution of documents.
11. Consider approval of the County T-Hangar lease addendum and revised lease template for hangar leases at the County Airport.
12. Consider approval of variances from the County's Subdivision and MHRC Ordinance concerning Boot Ranch Subdivision Phase 2, Sections 13-16, Precinct 4, requested by Cade Emerson, as follows:
 - a. Allowance of 40 ft radius cul-de-sac wear surface with 8 ft shoulders (minimum 50' radius wear surface required)
 - b. Allowance of 50 ft radius cul-de-sac right-of-way (minimum 65' radius right-of-way required)
 - c. Allowance of slope maintenance easement beyond edge of toe or top of cut (10' right-of-way required beyond edge of toe or top of cut)
 - d. Allowance of lot frontage less than 200 ft along a roadway and less than 100 ft along a cul-de-sac (200 ft along road and 100 ft along cul-de-sac required)
 - e. Allowance of lot size less than 1 acre (minimum lot size 1 acre required)
 - f. Allowance of 50 ft right-of-way (minimum 60' right-of-way required)
 - g. Allowance of 2 ft shoulder width (minimum 3' shoulder width required)
13. Consider approval of Centre Technologies quote for additional licensing for the County's Microsoft 365 cloud services and execution of documents.

14. Consider approval of Blue Iron Sentinel quote for the annual renewal of licensing for the County's Eagle Eye cloud recording services for security camera systems at County facilities.
15. Consider approval of an amendment to a Memorandum of Understanding between Gillespie County entities and the Harper Independent School District Police Department, and authorization of execution of documents
16. Consider designating miscellaneous shop items, parts, and 2 dump trucks as surplus or salvage property and approve the method of disposition of said items by listing for sale by public auction on GovDeals website.
17. Consider approval of payment of invoice to DR Welding for services performed on a mechanic canopy at the County yard.
18. Consider approval of payment of invoice to Lone Star Automatic Gates, LLC for automated entrance gate at the County Yard.
19. Consider approval of Service Agreement with Cellgate and payment for the service for automated entrance gate at the County Yard.
20. Consider designating miscellaneous library items as surplus or salvage property and approve the method of disposition of said items by listing for sale by public auction on GovDeals website.
21. Consider approval of payment of invoice from Texas Chiller Systems for HVAC repairs performed at the County Courthouse.
22. Discuss and approve changes to proposed Order Adopting Rules of Gillespie County On-Site Sewage Facilities, as pre-approved by TCEQ, and adjustment to permitting fees; consider setting a public hearing for same and approve publishing notice for public hearing.
23. Consider approval of the installation of an electronic door push button operator on the accessible entrance on the West side of the Courthouse.

24. Consider approval of renewal of cyber security liability insurance policy.
25. Consider approval of Workers Compensation policy renewal with Texas Association of Counties (TAC).
26. Consider approval of the County Attorney's Office Pre-trial Intervention Program and the use of Pre-Trial Intervention funds as proposed in the FY26 budget.
27. Consider approval of revisions to Gillespie County Personnel Policy Manual.
28. Consider approval of Planned Maintenance Agreement for the HVAC system at the Gillespie County Jail.
29. Consider approval of vendor quotes and materials quotes for interior lighting renovation of the Pioneer Memorial Library.
30. Consider approval of line-item budget transfers for the Sheriff's Office.
31. Consider acceptance of items donated to the County by Friends of Pioneer Memorial Library.
32. Consider approval of reimbursement request for the mutual aid services provided and expenses incurred by multiple Gillespie County fire departments during the Kerr County flood event.
33. Consider approval of purchase of and payment for a transmission and related parts for a Water Truck, Precinct 2.
34. Consider approval of continuing the consulting engagement with Eide Bailly, LLP, providing consulting services to the County Treasurer's Office, and/or consider the approval of an alternative independent contractor or temporary employees to provide temporary support services to the County Treasurer's Office, and identify a funding source, if needed.

GILLESPIE COUNTY - SERGEANT INVESTIGATOR

PAY GRADE: 33, \$41.58 to \$59.38 an hour depending on qualifications and experience; hourly Negotiable based on experience. Closing date is when position is filled.

DESCRIPTION OF POSITION: Reporting directly to the County Attorney, responsible for investigating cases assigned including Class A and B misdemeanors, juvenile (felony and misdemeanor), protective orders, hot check cases filed within Gillespie County, and special assignments. This includes coordination of warrants (search and arrest) with local law enforcement, service of subpoenas, intake, and final case presentation to court. Supervise investigator position. Acts as a liaison between the County Attorney's Office and the public, elected officials, county employees, defense attorneys, victims, witnesses, and law enforcement agencies.

REQUIRED QUALIFICATIONS: A combination of education and experience equivalent to an Associates degree in Criminal Justice or a related field of study from an accredited college/university. Advance TCLEOSE Certification, or higher, required. Minimum ten (10) years law enforcement experience required, with 3 years of Investigative or CID experience preferred. Good computer skills, working knowledge of Excel, Word, and Power Point; good verbal and written communication and organizational skills; interpersonal skills and ability to deal effectively with the public, victims of crime, and their families. Must be able to complete projects and tasks in a timely and accurate manner. Knowledge of TCIC/NCIC database.

ORGANIZATIONAL RELATIONSHIP: Under the general supervision of the County Attorney.

RESPONSIBILITY FOR OTHERS: Supervises investigator position.

CONTACTS: Has frequent contact with the public (including law enforcement officers, crime labs, witnesses, attorneys, and court personnel), elected officials, county employees, and employees from other governmental organizations.

ESSENTIAL DUTIES/FUNCTIONS... Essential duties/functions may include, but are not limited to the following:

- As assigned by County Attorney provides investigative support including location of witnesses, evidence collection, taking of statements and general investigation related to Class A and B misdemeanors, juvenile (felony and misdemeanors), protective orders, hot check cases, and county business
- Investigates protective order applicants and respondents as needed, including obtaining reports, statements, and photographing injuries
- Assist Prosecutors with trial preparation and coordinates courtroom appearances for victims (in conjunction with VAC), witnesses, officers, and defense attorneys, as necessary; locates individuals as needed
- Prepares written reports for the prosecuting attorney documenting investigations, and/or interviews with victims/witnesses
- Supervises and trains investigator position

- Attends appropriate court proceedings and performs security escorts of victims, witnesses, and staff as necessary
- Reviews incoming criminal cases assigned to County Court at Law and Juvenile Court by reviewing offense reports, statements, jail paperwork, PC Affidavits, and accident reports.
- Determines Criminal Justice Information Services (CJIS) codes in relation to the charge and assists prosecutors with formal charging documents and complaint wording; may include research or applicable laws/codes.
- Obtains evidence (911 calls, video, audio, statements, photographs, etc.) for criminal, protective order cases, and special assignments; photographs/videotapes crime scenes as necessary
- Obtains criminal history and driver's license information, drafts search warrants, and generates subpoenas as assigned for hearing and trial preparation
- Access county law enforcement databases to include local police agencies and state/national databases while maintaining confidentiality of those records
- Investigates identity theft or mistaken identity problems, issues report to correct, and assists the public via telephone and in-person with questions or concerns about the law, a case, or problem
- Works with specialized criminal cases such as Environmental, Animal Cruelty, and Texas Parks and Wildlife
- Assists with assignments by County Attorney including certain gambling, pornography, public integrity investigations, and county business
- Communicates frequently with local and out of state law enforcement agencies, attorneys, court personnel, victims, defendants, witnesses of crime, and the general public
- Attends all meetings and trainings, as required
- Performs related special projects as assigned by County Attorney

BENEFITS include the standard Gillespie County benefit package which includes paid leave plans, insurance program, and retirement plan.

Complete Job Descriptions and Applications can be viewed at
http://www.gillespiecounty.org/page/employment_op.

For more information contact the Gillespie County Attorney Office at 830-990-0675 or
countyattorney@gillespiecounty.org.

Resumes are not accepted. An application must be completed.

Gillespie County is an Equal Opportunity Employer

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Sec. 81.005. TERMS OF COURT, MEETINGS. (a) At the last regular term of each fiscal year of the county, the commissioners court by order shall designate a day of the week on which the court shall convene in a regular term each month during the next fiscal year. If the completion of the court's business does not require a monthly term, the court need not hold more than one term a quarter. A regular term may continue for one week but may be adjourned earlier if the court's business is completed.

**Mon
Meeting**

Mon	Tues	Wed	Thur	Fri	Sat	Sun
Request by Noon		Post by 9:00 am				
CC Mtg 9:00 am						

**Tue
Meeting**

Mon	Tues	Wed	Thur	Fri	Sat	Sun
	Request by Noon		Post by 9:00 am			
	CC Mtg 9:00 am					

**Wed
Meeting**

Mon	Tues	Wed	Thur	Fri	Sat	Sun
		Request by Noon		Post by 9:00 am		
		CC Mtg 9:00 am				

**Thu
Meeting**

Mon	Tues	Wed	Thur	Fri	Sat	Sun
			Request by Noon			
Post by 9:00 am			CC Mtg 9:00 am			

**Fri
Meeting**

Mon	Tues	Wed	Thur	Fri	Sat	Sun
				Request by Noon		
	Post by 9:00 am			CC Mtg 9:00 am		

TEXAS DEPARTMENT OF TRANSPORTATION
REIMBURSABLE GRANT AGREEMENT
FOR ROUTINE AIRPORT MAINTENANCE PROGRAM

(State Assisted Airport Routine Maintenance)

TxDOT Project ID: M2614FRBR

Part I - Identification of the Project

TO: The County of Gillespie, Texas

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

The Texas Department of Transportation (department) is authorized under Texas Transportation Code, Chapter 21, and Chapter 22, to assist in the development and maintenance of airports in the state.

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

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

The scope of service for this project is for **airport maintenance** at the FREDERICKSBURG - GILLESPIE COUNTY Airport.

Pursuant to the terms and conditions set forth in the RAMP Grant Agreement, reimbursement of expenses is strictly limited to those costs that are directly associated with eligible maintenance activities defined as airport maintenance and as stated in Part III of this RAMP Grant Agreement. Operational and/or operating expenses—defined herein as recurring costs necessary for the routine functioning of an airport, including but not limited to groundskeeping (e.g., mowing), utilities, insurance premiums, personnel compensation, and fuel—are categorically excluded from reimbursement eligibility under the RAMP program

The sole exception to this exclusion pertains to Airport Operations Counting Systems, which are expressly permitted under current funding guidelines and must be documented accordingly.

By submitting a reimbursement request, the Sponsor affirms and certifies that all applicable provisions of the RAMP Grant Agreement have been satisfied. Furthermore, the Sponsor attests that the scope of work described in the reimbursement submission is intended exclusively to supplement airport maintenance operations and does not constitute, support, or subsidize airport operational functions. This certification is made in accordance with applicable state funding regulations and the eligibility criteria enumerated in the scope of service.

Part II - Offer of Financial Assistance

1. For the purposes of this Reimbursable Grant Agreement, the annual routine airport maintenance project cost is estimated to be \$111,111.11 (Amount A).

State financial assistance granted will be used solely and exclusively for airport maintenance and other incidental items as approved by the State. State financial assistance will be for ninety percent (90%) of the eligible project costs for this project or a maximum of \$100,000.00 (Amount B), whichever is less, per fiscal year and subject to availability of state appropriations.

The Sponsor's share of project costs will be for ten percent (10%) of the eligible project costs (Amount C).

This Reimbursable Grant Agreement provides for reimbursement of costs that have already been incurred by the Sponsor, work is complete and/or goods and materials have been provided to the Sponsor and all contractors, subcontractors, and/or vendors will have been paid before a request for reimbursement is submitted to the State.

Unused funds are non-transferable to any other Sponsor, city, county, or airport and shall not be carried over to the subsequent fiscal year.

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

Only work items as described in Scope of Services of this Reimbursable Grant Agreement are reimbursable under this Reimbursable Grant Agreement.

All goods and/or materials procured, and all work and/or services performed, shall occur subsequent to the execution of this Reimbursable Grant Agreement and on, or before, August 31, 2026.

2. Work, services, goods, and/or materials rendered or paid for by the Sponsor prior to the execution of this Reimbursable Grant Agreement shall not be eligible for reimbursement. This Reimbursable Grant Agreement shall be deemed executed upon the affixation of signatures by all parties involved. The date of the final signature shall be recognized as the official Reimbursable Grant Agreement execution date.

3. Scope of Services may be accomplished by State contracts or through local contracts of the Sponsor as determined appropriate by the State. All locally contracted work must be approved by the State for scope and reasonable cost. The State will not participate in funding for force account work conducted by the Sponsor.
4. This Reimbursable Grant Agreement shall terminate upon completion of the scope of services, exhaustion of funds, or on the last day of the fiscal year.
5. The State retains the right to obtain an audit as may be required by state regulations; the State Auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Part III - Additional Requirements for Certain Equipment

1. Certain purchase, installation, and subscription costs for eligible air traffic and operations monitoring equipment ("Equipment") are reimbursable as provided in this Part.
2. For eligible Equipment, the State will reimburse 90% of the initial cost to purchase and install, and 90% of the annual subscription fee for subsequent years.
3. Eligibility Requirements
 - A. The Equipment must include the following items, at a minimum;
 1. Triangulation
 2. Noise abatement
 3. Aircraft tracking data for 30 days
 4. Identification of pavement utilization by airplane design group for the entire airport
 5. Equal effectiveness at both towered and non-towered airports
 6. Tracking of military and government aircraft, including FAA blocked aircraft
 - B. In order for costs to be eligible for RAMP reimbursement:

1. To be eligible for reimbursement of the annual subscription fee after the first year, the Sponsor must participate in the Routine Airport Maintenance Program, have an executed Reimbursable Grant Agreement for that year, and comply with all Reimbursable Grant Agreement requirements.
- C. The State may conduct on-site or off-site monitoring reviews of the Equipment any years Sponsor seeks reimbursement of subscription costs. The Sponsor shall fully cooperate with the State and provide any required documentation. The Sponsor shall grant full access to the Equipment to the State or its authorized designee for the purpose of determining compliance, including, but not limited to:
1. Whether the Equipment, and its operation and maintenance, are consistent with the requirements set forth in the Reimbursable Grant Agreement and this First Amendment;
 2. Whether the Sponsor is making timely progress with installation of the Equipment, and whether its management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in the Reimbursable Grant Agreement and this First Amendment, and are fully and accurately reflected in reports submitted to the State.
- D. Failure to maintain compliance with these requirements may result in the Sponsor having to repay grant funds to the State.

Part IV - Sponsor Responsibilities

1. In accepting this Reimbursable Grant Agreement, if applicable, the Sponsor guarantees that:
 - a. it will, in the operation of the facility, comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State in connection with this Reimbursable Grant Agreement; and
 - b. the Airport or navigational facility which is the subject of this Reimbursable Grant Agreement shall be controlled by the Sponsor for a period of at least 20 years; and
 - c. consistent with safety and security requirements, it shall make the airport or air navigational facility available to all types, kinds, and classes of aeronautical use without discrimination between such types, kinds and classes and shall provide adequate public access during the period of this Reimbursable Grant Agreement; and

- d. it shall not grant or permit anyone to exercise an exclusive right for the conduct of aeronautical activity on or about an airport landing area. Aeronautical activities include, but are not limited to scheduled airline flights, charter flights, flight instruction, aircraft sales, rental and repair, sale of aviation petroleum products and aerial applications. The landing area consists of runways or landing strips taxiways, parking aprons, roads, airport lighting and navigational aids; and
- e. through the fence access shall be reviewed and approved by the State; and
- f. it shall not permit non-aeronautical use of airport facilities, unless noted on an approved Airport Layout Plan, without prior approval of the State/FAA. This includes but is not limited to: the process of land disposal, any changes to the aeronautical or non-aeronautical land uses of the airport, land's deeded use from non-aeronautical to aeronautical, requests of concurrent use of land, interim use of land, approval of a release from obligations from the State/FAA, any of which will require 18 months, or longer; and
- g. the Sponsor shall submit to the State annual statements of airport revenues and expenses when requested; and
- h. all fees collected for the use of the airport shall be reasonable and nondiscriminatory. The proceeds from such fees shall be used solely for the development, operation and maintenance of the airport or navigational facility; and
- i. an Airport Fund shall be established by resolution, order, or ordinance in the treasury of the Sponsor, or evidence of the prior creation of an existing airport fund or a properly executed copy of the resolution, order, or ordinance creating such a fund, shall be submitted to the State. The fund may be an account as part of another fund but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of monies identified in the fund as a whole. All fees, charges, rents, and money from any source derived from airport operations must be deposited in the Airport Fund and shall not be diverted to the general revenue fund or any other revenue fund of the Sponsor. All expenditures from the Airport Fund shall be solely for airport purposes. Sponsor shall be ineligible for a subsequent grant or loan by the State unless, prior to such subsequent approval of a grant or loan, Sponsor has complied with the requirements of this subparagraph; and
- j. the Sponsor shall operate runway lighting at least at low intensity from sunset to sunrise; and

- k. insofar as it is reasonable and within its power, Sponsor shall adopt and enforce zoning regulations to restrict the height of structures and use of land adjacent to or in the immediate vicinity of the airport to heights and activities compatible with normal airport operations as provided in Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Sponsor shall also acquire and retain aviation easements or other property interests in or rights to use of land or airspace unless Sponsor can show that acquisition and retention of such interest will be impractical or will result in undue hardship to Sponsor. Sponsor shall be ineligible for a subsequent grant or loan by the State unless Sponsor has, prior to subsequent approval of a grant or loan, adopted and passed an airport hazard zoning ordinance or order approved by the State; and
 - l. mowing services shall not qualify for state financial assistance under this Reimbursable Grant Agreement. The Sponsor shall bear full responsibility for all costs associated with mowing services; and
 - m. operating expenses, which are defined as ongoing costs incurred by a business to sustain its daily operations, including but not limited to rent, utilities, and salaries, shall not be eligible for state financial assistance under this Reimbursable Grant Agreement. The Sponsor shall assume full responsibility for all operating costs; and
 - n. no Small Capital Improvement Project shall be initiated without the express guidance and prior written approval of the Texas Department of Transportation's Aviation Division. The Sponsor hereby acknowledges and agrees that failure to obtain such pre-approval shall constitute a breach of this RAMP Grant Agreement and shall result in the Sponsor's forfeiture of eligibility for reimbursement of any costs or expenses incurred in connection with the unauthorized project.
2. The Sponsor, to the extent of its legal authority to do so, shall save harmless the State, the State's agents, employees or contractors from all claims and liability due to activities of the Sponsor, the Sponsor's agents or employees performed under this Reimbursable Grant Agreement. The Sponsor, to the extent of its legal authority to do so, shall also save harmless the State, the State's agents, employees or contractors from any and all expenses, including attorney fees which might be incurred by the State in litigation or otherwise resisting claim or liabilities which might be imposed on the State as the result of those activities by the Sponsor, the Sponsor's agents or employees.
3. The Sponsor's acceptance of this offer and ratification and adoption of this Reimbursable Grant Agreement shall be evidenced by execution of this Reimbursable Grant Agreement by the Sponsor. The Reimbursable Grant Agreement shall comprise a contract, constituting the obligations and rights of the State of and the Sponsor with respect to the accomplishment of the project and the operation and maintenance of the airport.

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

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

PART V - Amendments

This Reimbursable Grant Agreement may require an amendment to the scope of services if work contracted by TxDOT is required.

In the event an amendment is required, all parties will agree to the terms specified in the amended Reimbursable Grant Agreement and the following terms apply:

1. The amended Reimbursable Grant Agreement shall be executed prior to work related to the amended scope is provided.
2. Sponsor, by accepting this Reimbursable Grant Agreement certifies and, upon request, shall furnish proof to the State that it has sufficient funds to meet its share of the costs. The Sponsor grants to the State the right to audit any books and records of the Sponsor to verify expended funds.

3. Upon execution of this Reimbursable Grant Agreement and written demand by the State, the Sponsor's financial obligation (Amount C) shall be due in cash and payable in full to the State. State may request the Sponsor's financial obligation in partial payments. Should the Sponsor fail to pay their obligation, either in whole or in part, within 30 days of written demand, the State may exercise its rights under Paragraph V-3. Likewise, should the State be unwilling or unable to pay its obligation in a timely manner, the failure to pay shall be considered a breach and the Sponsor may exercise any rights and remedies it has at law or equity.
 - a. Services will not be accomplished by the State until receipt of Sponsor's share of project costs.
4. If additional funds are required after the work is complete to fund the Sponsor's share, the State shall request funds from Sponsor at the financial closure of the project.
5. The State shall reimburse or credit the Sponsor, at the financial closure of the project, any excess funds provided by the Sponsor which exceed Sponsor's share (Amount C).

PART VI - Recitals

1. This Reimbursable Grant Agreement is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party.
2. It is the intent of this Reimbursable Grant Agreement to not supplant local funds normally utilized for airport maintenance, and that any state financial assistance offered under this Reimbursable Grant Agreement be in addition to those local funds normally dedicated for airport maintenance.
3. This Reimbursable Grant Agreement is subject to the applicable provisions of the Transportation Code, Chapters 21 and 22, and the Airport Zoning Act, Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (and Vernon Supp.). Failure to comply with the terms of this Reimbursable Grant Agreement or with the rules and statutes shall be considered a breach of this contract and will allow the State to pursue the remedies for breach as stated below.

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

Part VII - Acceptances

Acceptance of the Sponsor

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

Acceptance of the Sponsor executed this _____ day of _____, 20____.

The County of Gillespie, Texas

(Sponsor)

(Sponsor Signature)

County Judge

(Sponsor Title)

(Date)

Acceptance of the State

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

State of Texas
Texas Department of Transportation

(Signature)

(Typed Name)

(Title)

(Date)

Certification of State Single Audit Requirements

I, Daniel Jones do certify that the County of Gillespie will comply with all requirements of the State

(Designated Representative)

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

County of Gillespie

(Sponsor)

(Sponsor Signature)

County Judge

(Sponsor Title)

(Date)

Designation of Sponsor's Authorized Representative

TxDOT Project ID: M26 M2614FRBR

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

(Name, Title)

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

The County of Gillespie, Texas

(Sponsor)

(Sponsor Signature)

County Judge

(Sponsor Title)

(Date)

Designated Representative

Mailing Address: 101 W. Main Unit 9
Fredericksburg, TX 78624

Overnight Mailing Address: _____

Telephone/Fax Number: 830-990-5764

Email address: tlombardi@gillespiecounty.org

LEASE AGREEMENT

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF GILLESPIE §

This lease agreement is entered into by and between the COUNTY OF GILLESPIE, TEXAS, hereinafter referred to as “Lessor”, who is the owner of Gillespie County Airport, hereinafter referred to as “Airport” and

NAME	_____
ADDRESS	_____
CITY	_____
STATE	_____
ZIP CODE	_____
PHONE	_____
MAKE/TYPE OF AIRCRAFT	_____
REGISTRATION NUMBER	_____
REGISTERED OWNER	_____
EMAIL	_____

hereinafter called “Lessee.”

Lessor and Lessee agree to the following terms, considerations and obligations:

1. Lessor does demise, lease and let unto Lessee Hangar Unit Number _____ in Hangar _____ (hereinafter the “Hangar Space” or “leased premises”) for the period of _____ commencing upon _____ with automatic renewal for a 12 month period at the end of each lease term until this Lease Agreement is terminated in accordance with the provisions in paragraph 3 below.
2. Lessee agrees to pay to Lessor rent upon execution of this Lease Agreement of \$ _____ per month, payable in advance by the 10th day of each month, or \$ _____ per year if paid in one lump sum payment by January 10th for the full calendar year (which is equivalent to a total of 11 months rental fees). Any payment received after the 10th day of the month must include a \$25.00 late fee. In the event a check is returned for insufficient funds, a \$25.00 return check fee will be assessed. Refusal to pay rent or the above stated fees will constitute a breach of this agreement and lessee must vacate the hangar immediately. If Lessee fails to vacate the premises within 10 days after receiving written notice of default from Lessor, Lessor is authorized to retake possession of said premises and terminate this lease. Note: Rent is subject to Consumer Price Index (CPI) adjustment every October.
3. This Lease Agreement may be terminated for any reason by written notice of either party 30 days in advance of effective termination date. Upon termination, Lessee shall

promptly clean, remove all refuse and vacate the Hangar Space, and return all keys to Lessor. Lessor will prorate and refund any unused portion of rent.

4. Rent may be adjusted at any time provided that 60 days' prior written notice has been given to Lessee.

5. Lessee agrees to provide written notice to Lessor of any telephone, address or aircraft changes within 10 days of said change.

6. Obligations of Lessor shall be payment of property taxes, electricity, and maintenance of the Hangar Building, its services and equipment, in good working order, to wit:

- A. Electricity service, (120V, 15A), to each unit.
- B. Lights in each hangar space.
- C. Sliding doors.

7. General obligations of Lessee for the use of the airport and hangar space are:

- A. Maintain the Hangar Space reasonably clean and free of trash, litter, junk cars, scrap aircraft parts and other materials, which are unrelated to normal operation and maintenance of aircraft.
- B. Abide by the applicable rules of the Environmental Protection Agency, Texas Commission on Environmental Quality, Texas Department of Agriculture, Texas Department of Transportation, or any other public agency concerning the use, storage, and disposal of hazardous chemicals, batteries, fuel and oil.
- C. Abide by the manufacturer's directions in regards to the use, storage and disposal of pesticides, herbicides, and other chemicals and their containers.
- D. Comply with Gillespie County Airport Rules and Regulations.
- E. Allow Lessor to enter the leased space to perform inspections of and maintenance and repairs to the premises.

8. Further specific obligations of Lessee are:

- A. Lessee agrees to use the Hangar Space only for aviation related activity, which for these purposes is defined as those activities normally related to the operation and storage of an aircraft at a public airport.
- B. Lessee shall undertake no alterations or modifications to the Hangar Space or building without the prior written consent of Lessor, and upon termination of this Lease Agreement, any such alterations or modifications shall become property of the Lessor.
- C. Lessee shall not sublease, assign, sell or transfer this Lease Agreement or any right hereunder to any person or entity without the prior written consent of the Lessor.
- D. Lessee shall not store any combustible materials in the Hangar Space, and further agrees to keep all other material or parts relevant to airplane operation or maintenance in suitable containers within the Hangar Space.

- E. Lessee shall keep Hangar Space doors closed and locked during his absence.
- F. Lessee shall not use the Hangar Space for any illegal or unauthorized purpose.
- G. Lessee, at its expense, shall repair or cause to be repaired any damage to the Hangar Space caused by Lessee.
- H. Lessee shall not block other tenants' access to their hangars.
- I. Lessee will not operate aircraft engine while aircraft is in a hangar and will not at any time operate engine so that the prop blast enters any Hangar.
- J. Lessee will indemnify, defend and hold Lessor harmless from any loss, claims, costs, or attorney's fees arising out of Lessee's use of the Hangar Space.
- K. Lessee shall not cause or allow a lien to be placed on any of Lessor's premises.

9. LESSOR ASSUMES NO LIABILITY for damage to aircraft or other property from any cause while the same are stored in the Hangar Space or being operated on the premises.

10. This Lease Agreement embraces the entire agreement of the parties, and no other agreement of whatever form shall be recognized, except that this Lease Agreement may be modified by written addendum of the parties and attached hereto.

11. Attorney Fees. In the event any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party a reasonable sum for the successful party's attorney's fees.

12. Severability. The invalidity of any portion of this agreement shall not affect the validity of the remaining portions thereof.

13. This Lease Agreement shall be governed by the laws of the State of Texas, and venue of any action brought under this Lease Agreement shall be in Gillespie County, Texas.

14. This Lease Agreement is performable in Gillespie County, Texas.

EXECUTED this _____ day of _____, _____.

LESSOR:

By: _____

LESSEE:

By: _____

COUNTY OF GILLESPIE

COMMISSIONERS:

DANIEL JONES
County Judge

LINDSEY BROWN
County Clerk



CHARLES OLFERS
Precinct No. 1

KEITH KRAMER
Precinct No. 2

CHUCK JENSCHKE
Precinct No. 3

DON WEINHEIMER
Precinct No. 4

101 W. Main, Unit 9
FREDERICKSBURG, TEXAS 78624
830-997-7502
Fax: 830-992-2608

Sept 22, 2025

To: Gillespie County Airport Manager; Airport Fuel Vendors; County T-Hangar Tenants, Prospective Airport Lessees and Visitors

From: Daniel Jones, County Judge

Subject: Airport Rates and Fee Structure

The Gillespie County Commissioners Court has approved the “Airport Rates and Fee Structure” for the County Airport which will take effect immediately. This document sets the baseline rate for the following rates and fees: the 3-Tier ground leases rate; the Fuel flow Fee; the rental rate per square foot of the County owned facilities; the County T-hangar monthly rental fee, the sublease fee, the Aircraft Storage Facilities Fees, and the County Tie Down Fees. This document will be reviewed and approved annually following the Consumer Price Index (CPI) adjustment (typically every September).

The 3-Tier Ground Leases Rate

The 3-Tier lease rate was established by Commissioners Court on Jun 26, 2017, and the geographic regions remain in effect. These rates only affect lease agreements that take effect, or that are renewed or extended, after the approval of this “Airport Rates and Fee Structure”. Once approved, this document will reset the baseline rates for each tier, and these rates from that day forward will be subject to annual adjustment by the Consumer Price Index. This adjustment will normally occur in September to take effect October 1st of each year. (See attachment for the tier locations)

- Current Tier Rates (per square foot annually):
 - Tier I – \$0.34
 - Tier II – \$0.28
 - Tier III – \$0.26
 - Non-Aviation “Fair Market Value” (FMV) rate - \$0.26 (set on Jan 2023 and CPI adjusted)

Note: These rates are a baseline and are subject to negotiations during the lease development phase.

NOTICE: All items in this packet are working drafts and contingent upon Commissioners Court approval

The Fuel Flow Fee

Where the sale of fuel is involved, there is an additional fee per gallon of fuel dispensed to be paid to the airport. This document will establish the current fee.

- Current Fuel Flow Fee: \$.08 per gallon (reviewed/adjusted on Nov 14, 2022, via the FBO lease renewal)

The Rental Rate (per square foot) of the County own facilities

The County owns the facility at 100 Airport Road, and this rental rate only applies to this county owned facilities.

- Rental Rate: \$0.30 per sqft monthly (set on Apr 11, 2022, via the Falcon Aero lease renewal and CPI adjusted)

County T-Hangar Rental

The County owns three t-hangars that will allow for 20 rental spots. On Nov 25, 2019, Commissioners Court increased the monthly rent and added a CPI Adjustment Policy. The CPI Adjustment policy states that the rent will be adjusted in increments of \$5 in accordance with the Consumer Price Index (CPI) adjustment. Like all the leases on the airport, the Airport Manager will review the annual Consumer Price Index for the 12-month period ending on August 31st of each year. Once the CPI adjustment reaches the \$5 threshold, the Airport Manager will increase the rent. The effective date of the adjustment shall be the first day of January following the adjusted increase.

- County T-hangar rent - \$275 monthly (increased to \$280 monthly Jan 1, 2026)
- Yearly (paid between Jan 1st and Jan 10th) - \$3,080 (equates to 1 free month)

Sublease Fee

A sublease is an agreement by the lessee to a third person, conveying all or part of the hangar, facility or office space for a shorter term than that for which the lessee holds originally. A sublease agreement requires Commissioners Court approval. NOTE: If the facility is designated by the airport manager or by the Lessee's lease, as an aircraft storage facility (i.e. t-hanger or box hanger), the agreement is not considered a sublease and does not require Commissioners Court approval. All perspective Lessees and current lease holders, if consent is given to sublease from Commissioners Court, the airport will require a percentage of the gross revenue generated by the sublease (s). The percentage of gross revenue referred to in this section shall be in addition to the amount of consideration that the Lessee is required to pay monthly for the land lease.

- Current sublease fee – 3% of gross revenue (establish by the Rhett Hawk Lease, Feb 27, 2017)

County Tie Down Fees

The Airport has 89 tiedown locations. Owners/operators of non-transient aircraft shall pay a tiedown fee per month for the occupancy of a tiedown space. This fee is payable without demand beginning on the 30th day after the space is occupied and each successive month thereafter.

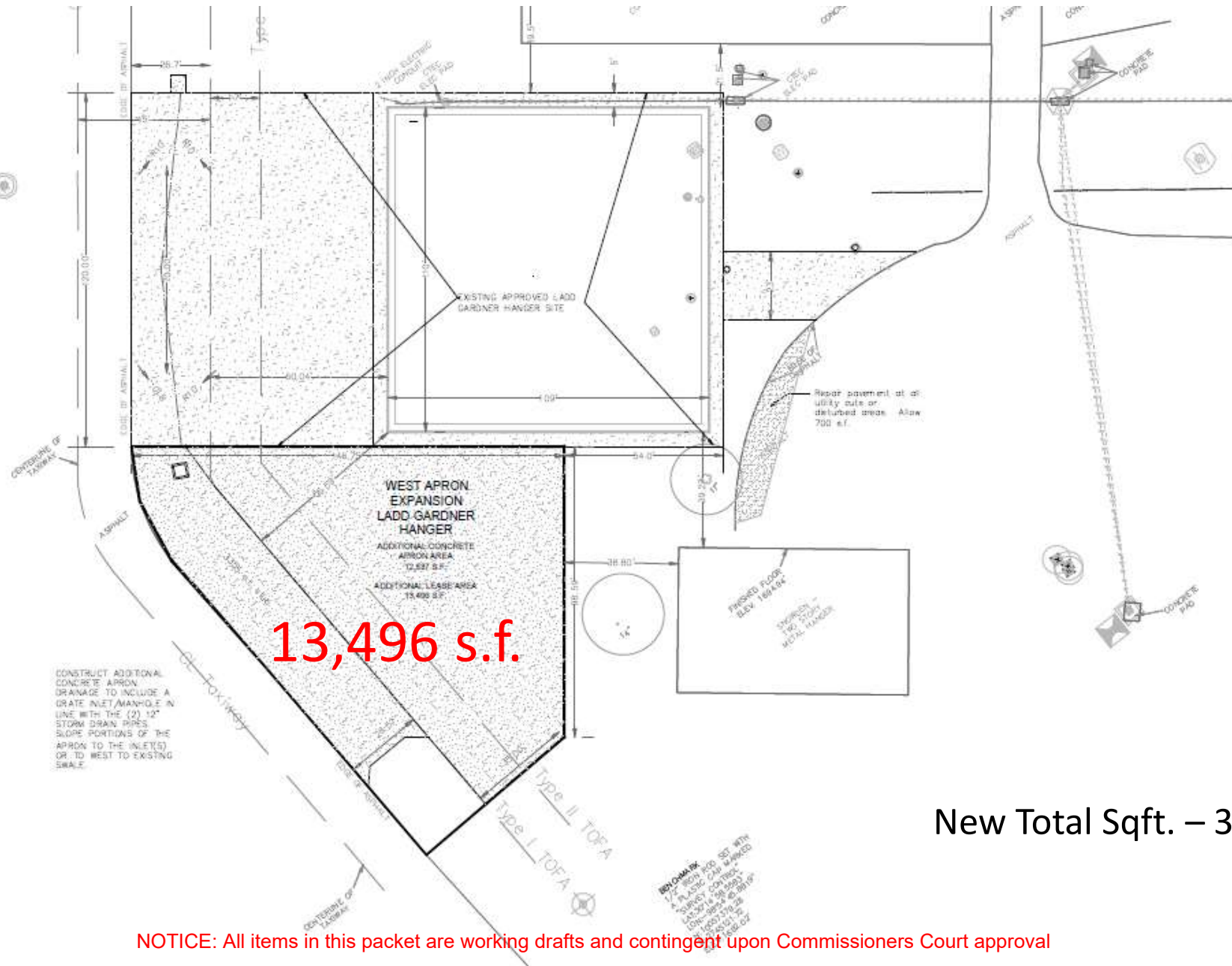
- Tie down fee (non-transient) - \$75 monthly
 - As of 2023, the non-transient tie down fees will be adjusted annually by the CPI, similar to the T-hangar adjustment. Once the CPI adjustment reaches the \$5 threshold, the Airport Manager will increase the fee. The effective date of the adjustment shall be the first day of January following the adjusted increase.
- Transient fees – Currently not an established fee, but from time to time for special occasions, the Sponsor may temporarily charge fees for tie down usage. If this happens, the Sponsor will give plenty of prior notice and publish the fee amount and details on the airport website.

For all rates and fees, the Airport Manager will track all adjustments and notify the appropriate individuals who might be affected. Finally, the Airport Manager will post the current rates and fees on the airport website. Should you have any questions about the Airport's rates and fee structure, please let me know.

County Judge



Ladd Gardner's lease amendment



New Total Sqft. – 38,761

LEASE AGREEMENT

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF GILLESPIE §

This lease agreement is entered into by and between the COUNTY OF GILLESPIE, TEXAS, hereinafter referred to as “Lessor”, who is the owner of Gillespie County Airport, hereinafter referred to as “Airport” and

NAME	
ADDRESS	
CITY	
STATE	
ZIPCODE	
PHONE (MOBILE)	
MAKE/TYPE OF AIRCRAFT	
REGISTRATION NUMBER	
REGISTERED OWNER	
EMAIL	

hereinafter called “Lessee.”

Lessor and Lessee agree to the following terms, considerations and obligations:

Lessor does demise, lease and let unto Lessee Hangar Unit Number in Hangar ____ (hereinafter the “Hangar Space” or “leased premises”) for the period of _____ commencing upon _____ with automatic renewal for a 12 month period at the end of each lease term until this Lease Agreement is terminated in accordance with the provisions in paragraph 3 below.

1. Lessee agrees to pay to Lessor rent upon execution of this Lease Agreement of \$ _____ per month, payable in advance by the 10th day of each month, or \$ _____ per year if paid in one lump sum payment by January 10th for the full calendar year (which is equivalent to a total of 11 months rental fees). Any payment received after the 10th day of the month must include a \$25.00 late fee. In the event a check is returned for insufficient funds, a \$25.00 return check fee will be assessed. Refusal to pay rent or the above stated fees will constitute a breach of this agreement and lessee must vacate the hangar immediately. If Lessee fails to vacate the premises within 10 days after receiving written notice of default from Lessor, Lessor is authorized to retake possession of said premises and terminate this lease. Note: Rent is subject to Consumer Price Index (CPI) adjustment every October to take effect January 1st of the following year.

2. This Lease Agreement may be terminated for any reason by written notice of either party 30 days in advance of effective termination date. Upon termination, Lessee shall promptly clean, remove all refuse and vacate the Hangar Space, and return all keys to Lessor. **The tenant will be charged a fee for removal of trash and equipment.** Lessor will prorate and refund any unused portion of rent.
3. Rent may be adjusted at any time provided that 60 days' prior written notice has been given to Lessee.
4. Lessee agrees to provide written notice to Lessor of any telephone, address or aircraft changes within 10 days of said change.
5. Obligations of Lessor shall be payment of property taxes, electricity, and maintenance of the Hangar Building, its services and equipment, in good working order, to wit:
 - A. Electricity service, (120V, 15A), to each unit. **Note: each tenant is limited to one outlet. In addition, since the tenant is not charged an electric bill, the tenant may only keep a small refrigerator, or a battery charger/tickler plugged in while not at the hangar.**
 - B. Lights in each hangar space.
 - C. Sliding doors.
6. General obligations of Lessee for the use of the airport and hangar space are:
 - A. Maintain the Hangar Space reasonably clean and free of trash, litter, junk cars, scrap aircraft parts and other materials, which are unrelated to normal operation and maintenance of aircraft.
 - B. Abide by the applicable rules of the Environmental Protection Agency, Texas Commission on Environmental Quality, Texas Department of Agriculture, Texas Department of Transportation, or any other public agency concerning the use, storage, and disposal of hazardous chemicals, batteries, fuel and oil.
 - C. Abide by the manufacturer's directions in regards to the use, storage and disposal of pesticides, herbicides, and other chemicals and their containers.
 - D. Comply with Gillespie County Airport Rules and Regulations.
 - E. Allow Lessor to enter the leased space to perform inspections of and maintenance and repairs to the premises.
7. Further specific obligations of Lessee are:

- A. The sole purpose of the County T hangars is to store the tenant's active aircraft (with a current FAA registration). Note: an unflyable/nonregistered aircraft is considered non-aeronautical, and therefore not allowed to be stored in the County T-hangars.
- B. Lessee agrees to use the Hangar Space only for aviation related activity, which for these purposes is defined as those activities normally related to the operation and storage of an aircraft at a public airport. Limited storage of non-aeronautical items is allowed, but it must not interfere with the movement of the aircraft stored within that spot.
- C. Lessee shall undertake no alterations or modifications to the Hangar Space or building without the prior written consent of Lessor, and upon termination of this Lease Agreement, any such alterations or modifications shall become property of the Lessor.
- D. Lessee shall not sublease, assign, sell or transfer this Lease Agreement or any right hereunder to any person or entity without the prior written consent of the Lessor.
- E. The use of the hangar for anything other than the storage of the tenant's aircraft and related aircraft accessories (i.e. an A&P maintenance shop or any other business) is prohibited.
- F. Lessee shall not store any combustible materials in the Hangar Space, and further agrees to keep all other material or parts relevant to airplane operation or maintenance in suitable containers within the Hangar Space.
- G. Lessee shall keep Hangar Space doors closed and locked during his absence.
- H. Lessee shall not use the Hangar Space for any illegal or unauthorized purpose.
- I. Lessee, at its expense, shall repair or cause to be repaired any damage to the Hangar Space caused by Lessee.
- J. Lessee shall not block other tenants' access to their hangars.
- K. Automobiles may be parked in hangars when the aircraft is in flight or at another location.
- L. Maintenance, repair or refurbishment of the tenant's aircraft is permissible. The tenant's non-operational aircraft may be stored for six months while being restored to operational status. An additional three-month extension may be approved by the airport manager for extenuating circumstances. Note: it is the tenant's responsibility to notify the airport manager of the aircraft becoming non-operational due to a major maintenance requirement or aircraft damage.
- M. Lessee will not operate aircraft engine while aircraft is in a hangar and will not at any time operate engine so that the prop blast enters any Hangar.
- N. Lessee will indemnify, defend and hold Lessor harmless from any loss, claims, costs, or attorney's fees arising out of Lessee's use of the Hangar Space.
- O. Lessee shall not cause or allow a lien to be placed on any of Lessor's premises.

8. Selling of Aircraft. Tenant agrees that no other aircraft will be kept in the hangar without airport manager's prior written consent. If Tenant sells, transfers, or otherwise conveys the Aircraft, the Tenant

shall give the manager prompt written notice; and the Lease will automatically terminate ninety (90) days (the "Replacement Period") after the date of the Aircraft Sale unless during the Replacement Period

- A. The Tenant replaces the Aircraft with another aircraft that Tenant has the exclusive right to fly or sell and
- B. The Tenant has properly notified the manager of the replacement aircraft within the Replacement Period, or
- C. The Tenant notifies the Manager that he/she wishes to terminate in accordance with "Lease termination" paragraph within this Lease.

If Tenant cannot acquire a replacement aircraft within the Replacement Period, the Manager may, at its sole option and without obligation, extend the Replacement Period for a maximum period of ninety (90) additional days. Note: No Aircraft Sale or Transfer shall relieve change Tenant's primary obligation to pay the rent and to perform all other obligations of Tenant under the Lease. Under no circumstance will the manager consent to the transfer of the Lease to any purchaser of the Aircraft or to enter into a new Lease with said purchaser. In addition, an aircraft which has been sold shall be removed from the hangar within fifteen (15) days of the date of sale, or upon the termination of the seller's lease, whichever occurs first.

9. LESSOR ASSUMES NO LIABILITY for damage to aircraft or other property from any cause while the same are stored in the Hangar Space or being operated on the premises.

10. NON-COMPLIANCE. Tenants are required to adhere to all provisions outlined above and in this lease agreements. Non-compliance with these requirements may result in administrative, financial, and legal consequences. Airport management reserves the right to conduct inspections, audits, or investigations to ensure compliance, and Tenants are required to reasonably cooperate with airport management in the conduct of the audit. Tenants found in violation will be given an opportunity to correct deficiencies when appropriate, but failure to respond correct or repeated violations may lead to escalated enforcement.

A. Consequences of Non-Compliance may in the discretion of the airport management include:

- 1) Written Notices of Violation. Upon discovery of the violation, the airport manager will provide a formal notice/warning of non-compliance. This will include required corrective action and a timeline for implementing curative measures acceptable to airport management.
- 2) Lease Termination or Eviction. Failure to remedy the non-compliance, repeated violations or serious violations may result in the termination of the lease agreement and removal of Tenant and Tenant's hangar contents from airport property. If the airport manager decides to terminate the lease, the tenant shall vacate the hangar within fifteen (15) days of the date of eviction in accordance with "Lease termination" paragraph within this Lease.
- 3) Legal Action. The airport sponsor may pursue legal remedies as permitted under the lease and applicable law.

11. This Lease Agreement embraces the entire agreement of the parties, and no other agreement of whatever form shall be recognized, except that this Lease Agreement may be modified by written addendum of the parties and attached hereto.

12. Attorney Fees. In the event any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party a reasonable sum for the successful party's attorney's fees.

13. Severability. The invalidity of any portion of this agreement shall not affect the validity of the remaining portions thereof.

14. This Lease Agreement shall be governed by the laws of the State of Texas, and venue of any action brought under this Lease Agreement shall be in Gillespie County, Texas.

15. This Lease Agreement is performable in Gillespie County, Texas.

EXECUTED this _____ day of _____, 20__.

LESSOR:

By: _____

LESSEE:

By: _____

ADDENDUM TO AIRPORT HANGAR LEASE AGREEMENT

This Addendum ("Addendum") is made and entered into as of _____, by and between Gillespie County ("Lessor") and _____ ("Lessee"), and shall be incorporated into and made part of the Lease Agreement dated _____ ("Agreement").

1. Purpose

This Addendum modifies and supplements the terms of the Agreement concerning the lease of Hangar _____ located at Gillespie County Airport.

2. Modifications to Agreement

The parties agree that the Agreement is amended as follows:

- Change to "note" in paragraph 1 – changed to "Note: Rent is subject to Consumer Price Index (CPI) adjustment every October to take effect January 1st of the following year."
- Sentence added in paragraph 2 – "The tenant will be charged a fee for removal of trash and equipment."
- A note added in paragraph 5a. – "Note: each tenant is limited to one outlet. In addition, since the tenant is not charged an electric bill, the tenant may only keep a small refrigerator, or a battery charger/tickler plugged in while not at the hangar."
- Further specific obligations of Lessee were added to paragraph 7 –
 - The sole purpose of the County T hangars is to store the tenant's active aircraft (with a current FAA registration). Note: an unflyable/nonregistered aircraft is considered non-aeronautical, and therefore not allowed to be stored in the County T-hangars.
 - Limited storage of non-aeronautical items is allowed, but it must not interfere with the movement of the aircraft stored within that spot.
 - The use of the hangar for anything other than the storage of the tenant's aircraft and related aircraft accessories (i.e. an A&P maintenance shop or any other business) is prohibited.
 - Automobiles may be parked in hangars when the aircraft is in flight or at another location.
 - Maintenance, repair or refurbishment of the tenant's aircraft is permissible. The tenant's non-operational aircraft may be stored for six months while being restored to operational status. An additional three-month extension may be approved by the airport manager for extenuating circumstances.

Note: it is the tenant's responsibility to notify the airport manager of the aircraft becoming non-operational due to a major maintenance requirement or aircraft damage.

- Selling of Aircraft. Tenant agrees that no other aircraft will be kept in the hangar without airport manager's prior written consent. If Tenant sells, transfers, or otherwise conveys the Aircraft, the Tenant shall give the manager prompt written notice; and the Lease will automatically terminate ninety (90) days (the "Replacement Period") after the date of the Aircraft Sale unless during the Replacement Period
 - The Tenant replaces the Aircraft with another aircraft that Tenant has the exclusive right to fly or sell and
 - The Tenant has properly notified the manager of the replacement aircraft within the Replacement Period, or
 - The Tenant notifies the Manager that he/she wishes to terminate in accordance with "Lease termination" paragraph within this addendum and the Lease.

If Tenant cannot acquire a replacement aircraft within the Replacement Period, the Manager may, at its sole option and without obligation, extend the Replacement Period for a maximum period of ninety (90) additional days. Note: No Aircraft Sale or Transfer shall relieve change Tenant's primary obligation to pay the rent and to perform all other obligations of Tenant under the Lease. Under no circumstance will the manager consent to the transfer of the Lease to any purchaser of the Aircraft or to enter into a new Lease with said purchaser. In addition, an aircraft which has been sold shall be removed from the hangar within fifteen (15) days of the date of sale, or upon the termination of the seller's lease, whichever occurs first.

- NON-COMPLIANCE. Tenants are required to adhere to all provisions outlined above and in this lease agreements. Non-compliance with these requirements may result in administrative, financial, and legal consequences. Airport management reserves the right to conduct inspections, audits, or investigations to ensure compliance, and Tenants are required to reasonably cooperate with airport management in the conduct of the audit. Tenants found in violation will be given an opportunity to correct deficiencies when appropriate, but failure to respond correct or repeated violations may lead to escalated enforcement.
 - Consequences of Non-Compliance may in the discretion of the airport management include:

- Written Notices of Violation. Upon discovery of the violation, the airport manager will provide a formal notice/warning of non-compliance. This will include required corrective action and a timeline for implementing curative measures acceptable to airport management.
- Lease Termination or Eviction. Failure to remedy the non-compliance, repeated violations or serious violations may result in the termination of the lease agreement and removal of Tenant and Tenant's hangar contents from airport property. If the airport manager decides to terminate the lease, the tenant shall vacate the hangar within fifteen (15) days of the date of eviction in accordance with "Lease termination" paragraph within this addendum and the Lease.
- Legal Action. The airport sponsor may pursue legal remedies as permitted under the lease and applicable law.

3. No Other Changes

Except as specifically modified by this Addendum, all other terms, covenants, and conditions of the Agreement shall remain unchanged and in full force and effect.

4. Counterparts

This Addendum may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date first above written.

LESSOR:

By: _____

LESSEE:

By: _____

DOCUMENT F: REQUEST FOR VARIANCE

PROPOSED DEVELOPMENT NAME Boot Ranch Phase 2 Sections 13-16

GCAD PROPERTY ID(s) 15319, 32323, 32320

COMMISSIONER PRECINCT 4

TOTAL TRACT SIZE 63.4 acres

AVERAGE LOT SIZE 1.5 acres

TOTAL NUMBER OF LOTS 38

SMALLEST LOT SIZE 0.7 acres

REQUESTOR

Name Cade Emerson

Email cemerson@bootranch.com

Company Boot Ranch Holdings, LLC

Phone 830-990-7623

DOCUMENT TYPE

☐ Preliminary Plat ☒ Final Plat ☐ Re-Plat ☐ Amending Plat ☐ Construction Plans ☐ MHRC

☐ Other _____

REQUESTED VARIANCE

Code Section: Section G.5(n)

Requirement: Minimum Cul-de-Sac wear surface radius is 50 feet.

Request: Allowance of 40 ft Cul-de-Sac wear surface with 8 ft shoulders.

Justification: To provide consistency with previously County approved variances within Boot Ranch.

*attach exhibits/photos/evidence to this form as necessary

*financial hardship is not a permissible justification

*provide a separate form for each variance requested

Requestor Signature

Date

DOCUMENT F: REQUEST FOR VARIANCE

PROPOSED DEVELOPMENT NAME Boot Ranch Phase 2 Sections 13-16

GCAD PROPERTY ID(s) 15319, 32323, 32320

COMMISSIONER PRECINCT 4

TOTAL TRACT SIZE 63.4 acres

AVERAGE LOT SIZE 1.5 acres

TOTAL NUMBER OF LOTS 38

SMALLEST LOT SIZE 0.7 acres

REQUESTOR

Name Cade Emerson

Email cemerson@bootranch.com

Company Boot Ranch Holdings, LLC

Phone 830-990-7623

DOCUMENT TYPE

☐ Preliminary Plat ☒ Final Plat ☐ Re-Plat ☐ Amending Plat ☐ Construction Plans ☐ MHRC

☐ Other _____

REQUESTED VARIANCE

Code Section: Section G.5(n)

Requirement: Minimum Cul-de-Sac ROW radius is 65 feet.

Request: Allowance of 50 ft Cul-de-Sac ROW.

Justification: To provide consistency with previously County approved variances within Boot Ranch.

*attach exhibits/photos/evidence to this form as necessary

*financial hardship is not a permissible justification

*provide a separate form for each variance requested

Requestor Signature

Date

DOCUMENT F: REQUEST FOR VARIANCE

PROPOSED DEVELOPMENT NAME Boot Ranch Phase 2 Sections 13-16

GCAD PROPERTY ID(s) 15319, 32323, 32320

COMMISSIONER PRECINCT 4

TOTAL TRACT SIZE 63.4 acres

AVERAGE LOT SIZE 1.5 acres

TOTAL NUMBER OF LOTS 38

SMALLEST LOT SIZE 0.7 acres

REQUESTOR

Name Cade Emerson

Email cemerson@bootranch.com

Company Boot Ranch Holdings, LLC

Phone 830-990-7623

DOCUMENT TYPE

☐ Preliminary Plat ☒ Final Plat ☐ Re-Plat ☐ Amending Plat ☐ Construction Plans ☐ MHRC

☐ Other _____

REQUESTED VARIANCE

Code Section: Section G.5(n)

Requirement: The ROW widths on hillsides to be expanded to 10 ft beyond toe/top of cut.

Request: Allowance of a Slope Maintenance Easement.

Justification: Boot Ranch will maintain steep slopes within the Private Street ROW and Easements.

*attach exhibits/photos/evidence to this form as necessary

*financial hardship is not a permissible justification

*provide a separate form for each variance requested

Requestor Signature

Date

DOCUMENT F: REQUEST FOR VARIANCE

PROPOSED DEVELOPMENT NAME Boot Ranch Phase 2 Sections 13-16

GCAD PROPERTY ID(s) 15319, 32323, 32320

COMMISSIONER PRECINCT 4

TOTAL TRACT SIZE 63.4 acres

AVERAGE LOT SIZE 1.5 acres

TOTAL NUMBER OF LOTS 38

SMALLEST LOT SIZE 0.7 acres

REQUESTOR

Name Cade Emerson

Email cemerson@bootranch.com

Company Boot Ranch Holdings, LLC

Phone 830-990-7623

DOCUMENT TYPE

☐ Preliminary Plat ☒ Final Plat ☐ Re-Plat ☐ Amending Plat ☐ Construction Plans ☐ MHRC

☐ Other _____

REQUESTED VARIANCE

Code Section: Section G(4)

Requirement: Minimum lot frontage 200ft along road and 100ft along Cul-de-Sac.

Request: Allowance of lot frontage less than 200ft along road and less than 100ft along Cul-de-Sac

Justification: To provide consistency with previously County approved variances within Boot Ranch.

*attach exhibits/photos/evidence to this form as necessary

*financial hardship is not a permissible justification

*provide a separate form for each variance requested

Requestor Signature

Date

DOCUMENT F: REQUEST FOR VARIANCE

PROPOSED DEVELOPMENT NAME Boot Ranch Phase 2 Sections 13-16

GCAD PROPERTY ID(s) 15319, 32323, 32320

COMMISSIONER PRECINCT 4

TOTAL TRACT SIZE 63.4 acres

AVERAGE LOT SIZE 1.5 acres

TOTAL NUMBER OF LOTS 38

SMALLEST LOT SIZE 0.7 acres

REQUESTOR

Name Cade Emerson

Email cemerson@bootranch.com

Company Boot Ranch Holdings, LLC

Phone 830-990-7623

DOCUMENT TYPE

☐ Preliminary Plat ☒ Final Plat ☐ Re-Plat ☐ Amending Plat ☐ Construction Plans ☐ MHRC

☐ Other _____

REQUESTED VARIANCE

Code Section: Section E(2)

Requirement: Minimum lot size is 1 acre.

Request: Allowance lot size less than 1 acre.

Justification: To provide consistency with previously County approved variances within Boot Ranch.

*attach exhibits/photos/evidence to this form as necessary

*financial hardship is not a permissible justification

*provide a separate form for each variance requested

Requestor Signature

Date

DOCUMENT F: REQUEST FOR VARIANCE

PROPOSED DEVELOPMENT NAME Boot Ranch Phase 2 Sections 13-16

GCAD PROPERTY ID(s) 15319, 32323, 32320

COMMISSIONER PRECINCT 4

TOTAL TRACT SIZE 63.4 acres

AVERAGE LOT SIZE 1.5 acres

TOTAL NUMBER OF LOTS 38

SMALLEST LOT SIZE 0.7 acres

REQUESTOR

Name Cade Emerson

Email cemerson@bootranch.com

Company Boot Ranch Holdings, LLC

Phone 830-990-7623

DOCUMENT TYPE

☐ Preliminary Plat ☒ Final Plat ☐ Re-Plat ☐ Amending Plat ☐ Construction Plans ☐ MHRC

☐ Other _____

REQUESTED VARIANCE

Code Section: Section G.5(n)

Requirement: Minimum ROW width is 60 feet.

Request: Allowance of 50 feet Private Street ROW.

Justification: To provide consistency with previously County approved variances within Boot Ranch.

*attach exhibits/photos/evidence to this form as necessary

*financial hardship is not a permissible justification

*provide a separate form for each variance requested

Requestor Signature

Date

DOCUMENT F: REQUEST FOR VARIANCE

PROPOSED DEVELOPMENT NAME Boot Ranch Phase 2 Sections 13-16

GCAD PROPERTY ID(s) 15319, 32323, 32320

COMMISSIONER PRECINCT 4

TOTAL TRACT SIZE 63.4 acres

AVERAGE LOT SIZE 1.5 acres

TOTAL NUMBER OF LOTS 38

SMALLEST LOT SIZE 0.7 acres

REQUESTOR

Name Cade Emerson

Email cemerson@bootranch.com

Company Boot Ranch Holdings, LLC

Phone 830-990-7623

DOCUMENT TYPE

☐ Preliminary Plat ☒ Final Plat ☐ Re-Plat ☐ Amending Plat ☐ Construction Plans ☐ MHRC

☐ Other _____

REQUESTED VARIANCE

Code Section: Section G.5(n)

Requirement: Minimum shoulder width is 3 feet.

Request: Allowance of 2 feet shoulder width.

Justification: To provide consistency with previously County approved variances within Boot Ranch.

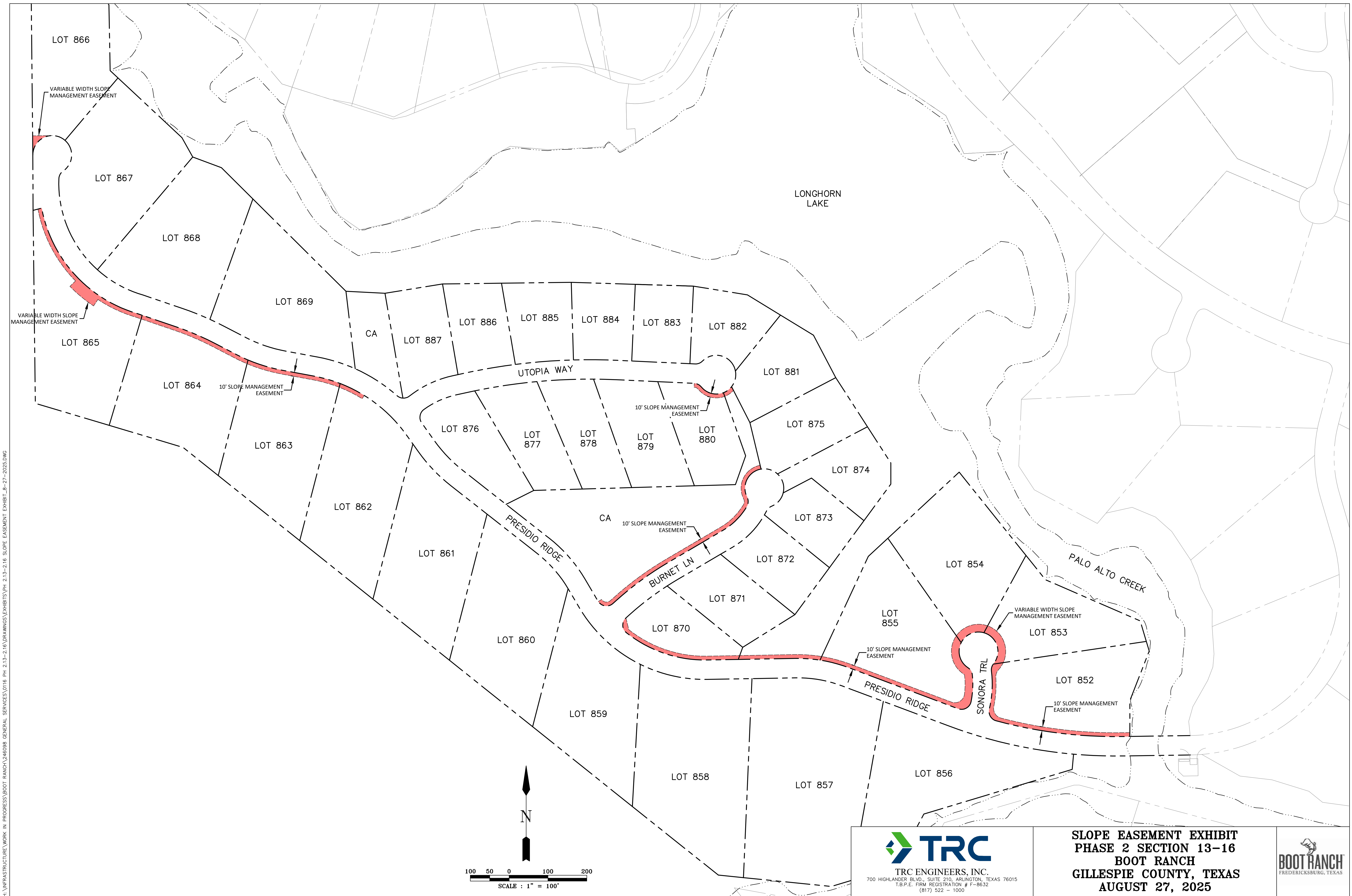
*attach exhibits/photos/evidence to this form as necessary

*financial hardship is not a permissible justification

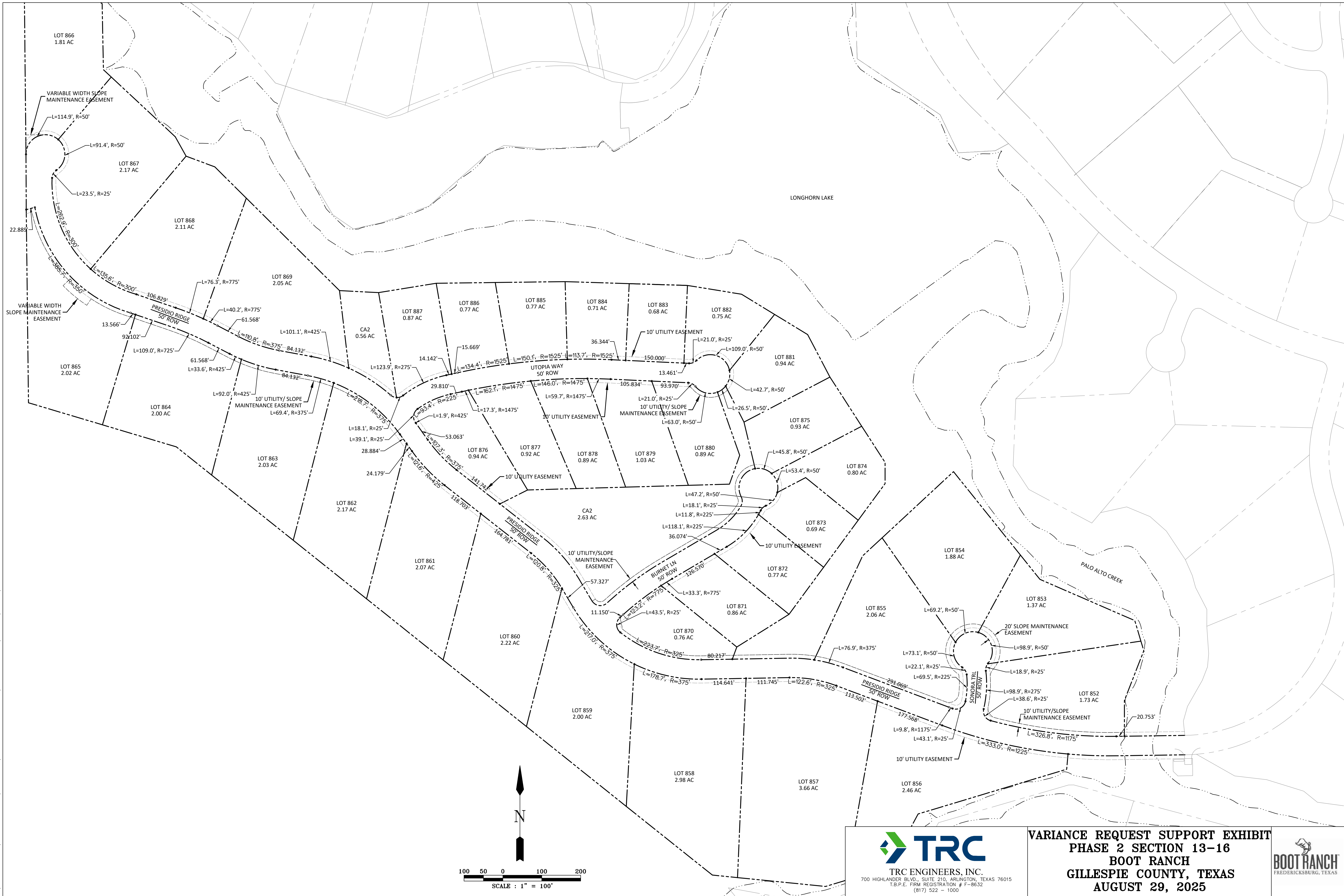
*provide a separate form for each variance requested

Requestor Signature

Date



H:\INFRASTRUCTURE\WORK IN PROGRESS\BOOT RANCH\246098 GENERAL SERVICES\0116 PH 2.13-2.16\DRAWINGS\EXHIBITS\PH 2.13-2.16 VARIANCE EXHIBIT_B-28-2025.DWG





TRC ENGINEERS, INC.
700 HIGHLANDER BLVD., SUITE 210, ARLINGTON, TEXAS 76015
T.B.P.E. FIRM REGISTRATION # F-8632
(817) 522 - 1000

VARIANCE REQUEST SUPPORT EXHIBIT
PHASE 2 SECTION 13-16
BOOT RANCH
GILLESPIE COUNTY, TEXAS
AUGUST 29, 2025



NOTICE: All items in this packet are working drafts and contingent upon Commissioners Court approval

Gillespie County - Additional Secure Microsoft 365 Government and Centre Secure Office 365 NCE Licensing

Prepared by:

Centre Technologies - San Antonio

Russell Keller
on behalf of Russell Keller
(281) 506-2480
rkeller@centretechnologies.com

Prepared for:

Gillespie County

Daniel Jones
Ship To:
97 Frederick Rd.
Fredericksburg, TX 78624
(830) 992-2620
djones@gillespiecounty.org

Quote Information:

Quote #: 072438

Version: 1
Delivery Date: 09/09/2025
Expiration Date: 09/30/2025

Gillespie County - Secure Microsoft 365 NCE Renewal

Paid Annually

9/1/25 - 8/31/26

*Licensing charges will begin billing from date of purchase, in advance

Centre Microsoft Licensing - Yearly

Description	Qty	Recurring	Ext. Recurring
Centre Secure Microsoft Office 365 Government (F3)(YM)	120	\$9.50	\$1,140.00

Qty 10 * 12 Months = 120

Centre Secure Microsoft Office 365 Government (F3) User Licensing with Microsoft Defender for Office 365 - NCE

Dynamic monthly licensing for Microsoft productivity and security tools backed by 24x7 unlimited partner support for email-only users.

Productivity:

- 2GB OneDrive Cloud Storage
- Web-based applications, including Word, Excel and PowerPoint
- Microsoft Teams Collaboration Platform
- SharePoint Online Intranet Platform

Security:

- Supports CJIS and IRS 1075 standards
- Meets DISA Level 2 Security Requirements Guidelines
- Microsoft Defender for Office 365 (Centre's exclusive "Secure by Default")

See your Centre Account Executive for complete list of features and inclusions.

Microsoft Office 365 Firstline Workforce plans are available to organizations whose primary role or function is to work directly with customers, or the general public, providing services, support and selling products or workers directly involved in the manufacturing and distribution of products or services. Microsoft 365 Government plans are available to (1) qualified government entities, including US federal, state, local, tribal, and territorial government entities, and (2) other entities (subject to validation of eligibility) who handle data subject to government regulations and requirements

Centre Microsoft Licensing - Yearly

Description	Qty	Recurring	Ext. Recurring
Centre Secure Microsoft 365 Government (G3)(YM) Qty 5 * 12 months = 60 Centre Secure Microsoft 365 Government (G3) User Licensing with Microsoft Defender for Office 365 - NCE. Dynamic monthly licensing for Microsoft productivity and security tools backed by 24x7 unlimited partner support for productivity suite users, plus added security features. Productivity - 100GB Exchange Online Email Hosting - Unlimited OneDrive Cloud Storage - Microsoft Teams Collaboration Platform - SharePoint Online Intranet Platform - Microsoft Flow Rules-Based Management - Mobile Device Management (MDM) - Multi-Device Install (up to 5 desktops + 5 tablets + 5 smartphones per user) - Windows 10 Desktop OS Upgrade (Enterprise) - Windows AutoPilot OS Deployment - Microsoft Intune Access Controls - Web-based applications, including Word, Excel and PowerPoint - Desktop applications, including Word, Excel, PowerPoint, Outlook, Publisher and Access Security - Supports CJIS and IRS 1075 standards - Meets DISA Level 2 Security Requirements Guidelines - Microsoft Defender for Office 365 (Centre's exclusive "Secure by Default") - Legal Compliance and Archiving - Data Protection Encryption and Rights Management - Windows Defender Anti-Virus Protections - Azure Active Directory Premium (Plan 1) Microsoft 365 Government plans are available to (1) qualified government entities, including US federal, state, local, tribal, and territorial government entities, and (2) other entities (subject to validation of eligibility) who handle data subject to government regulations and requirements	60	\$41.50	\$2,490.00
Microsoft Defender for Office 365 (Plan 1) (GCC)(YM) Qty 15 * 12 Months = 180 (60 G3 licenses + 120 F3 licenses)	180	\$0.00	\$0.00

Centre Microsoft Licensing - Yearly

Description	Qty	Recurring	Ext. Recurring
Centre Value Add Services for Microsoft 365 Qty 15 * 12 Months = 180	180	\$0.00	\$0.00
Optimizing your Microsoft 365 investment with secure, tailored and simplified consulting, and license management, including:			
<ul style="list-style-type: none"> Tailored Plan Selection Consulting with Hybrid Options Proactive Licensing Optimization and Right-Sizing Secure by Default Setup and Configurations with Microsoft Defender for Office 365 Best Practices Conditional Access Policies* Multi-Factor Authentication (MFA) Deployment and Management* Microsoft Autopilot Device Enrollment Enhanced Account Security (Geo Fencing and Disabling Legacy Authentication)* Dark Web Monitoring for "Risky Users" Feature Adoption and Utilization Tracking Enhanced Secure Score (beyond Microsoft Secure Score) Monthly Reporting with On-Demand Consulting 24x7 Unlimited Partner Support 			
<i>*Requires specific licensing to support.</i>			
Annual Subtotal:			\$3,630.00

Annual Expenses Summary

Description	Amount
Centre Microsoft Licensing - Yearly	\$3,630.00
Annual Total:	\$3,630.00

This Quote is between Centre Technologies, Inc. a Texas corporation (sometimes referred to as "we," "us," "our," OR "Provider"), and the Customer found on the applicable Quote (sometimes referred to as "you," "your," OR "Customer"). Collectively, these two entities are "the Parties". The Quote, together with the MSA and relevant Service Attachments, forms the Agreement between the Parties. This Quote is effective as of the date the Parties sign below, ("Services Start Date"). If there is a conflict between this Quote, the Master Services Agreement and any Service Attachment, amendment, or schedule, this Quote will control for the items in this Quote only.

The definitions and the Term are set forth in the MSA. The Term for the services starts on Service Start Date of an applicable Service Attachment. The Service Start Date of an applicable Service Attachment shall begin on the date Provider provisions the Services to Client. Upon the Service Start Date, the Client will be billed a setup and initiation fee, One (1) full calendar month of Service and an additional one (1) month of Service in advance. Thereafter Services will be billed monthly on the first day of the month. Additional work or hours to be completed as part of change requests, if any, will be billed monthly.

This Order and its accompanying Agreements supersede all prior negotiations, discussions, proposals, communications, or previous Orders or Agreements between the Parties.

If you are a person who is required to comply with HIPAA\The HITECH Act and related state laws, you must click here and sign the Master Data Protection Agreement – Business Associate Agreement (MDPA-BAA) (<https://centretechnologies.com/hubfs/Agreements/MDPA-BAA->

6243 Interstate 10 W
Suite 606
San Antonio, Tx 78201

(281) 506-2480



Centre_Technologies-v1.1-091721.pdf). Centre will not begin Services, Project Services, and/or Supplemental Services until the MDPA-BAA is executed by Customer.

If you are a person who is required to comply with GDPR and related member state laws, you must click here and sign the Master Data Protection Agreement (MDPA) for GDPR (https://centretechnologies.com/hubfs/Agreements/MDPA-Centre_Technologies-v1.1-091721.pdf). Centre will not begin Services, Project Services, and/or Supplemental Services until the MDPA is executed by Customer.

By signing below, the Parties acknowledge, represent, and warrant that they have read and agree to the terms and conditions of the Agreement, including all related agreements, schedules, Service Attachments, and/or amendments identified at the end of this Quote. The Party hereby represents that the electronic signature to this Quote shall be relied upon and serves to bind them/it to the obligations stated herein. Each Party hereby warrants and represents that he/she/it has the express authority to execute this Agreement(s).

E-Signature Confirmation for Gillespie County

Signature: _____
Name: Daniel Jones
Title: County Judge
Date: _____

6243 Interstate 10 W
Suite 606
San Antonio, Tx 78201

(281) 506-2480



Exhibit A

General terms and conditions applicable to all Centre products and services.

[Master Services Agreement](#)

Core Centre Managed Services.

[Service Attachment for Managed Services](#)

Service Attachment for Artificial Intelligence Services.

[Service Attachment for Artificial Intelligence Services](#)

Data security and privacy agreement including statutorily required terms.

[Data Processing Agreement](#)

Targeted response times by tier of severity.

[Service Level Objectives](#)

Description of managed services offered by Centre.

[Schedule of Services](#)

Notice of third-party services and waiver of claims.

[Schedule of Third-Party Services](#)



BLUE IRON SENTINEL

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

Invoice

Date	9/1/2025
Invoice #	30303082
Terms	Net 30

Bill To
Gillespie County 101 West Main St. Fredericksburg, Texas 78624

Description	Qty	Rate	Amount
Annual Renewal 10/01/2025 - 09/30/2026			
LEC Eagle Eye VMS HD 30 Days 1FPS Cloud Preview Recording Yearly (CMVR only)	28	75.49	2,113.72
97 Frederick Road Eagle Eye VMS HD 30 Days 1FPS Cloud Preview Recording Yearly (CMVR only)	52	75.49	3,925.48
Annex 1 Eagle Eye VMS HD 30 Days 1FPS Cloud Preview Recording Yearly (CMVR only)	8	75.49	603.92
Court House Eagle Eye VMS HD 30 Days 1FPS Cloud Preview Recording Yearly (CMVR only)	4	75.49	301.96
LEC Add-Ons Eagle Eye VMS HD 30 Days 1FPS Cloud Preview Recording Yearly (CMVR only)	8	75.49	603.92

Subtotal	\$7,549.00
Sales Tax (0.0%)	\$0.00
Total	\$7,549.00
Payments/Credits	\$0.00

Balance Due \$7,549.00

Phone #

832 231-6806

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

NOTICE: All items in this packet are working drafts and contingent upon Commissioners Court approval

MEMORANDUM OF UNDERSTANDING CONCERNING COMMUNICATION AND COORDINATION BETWEEN
THE HARPER INDEPENDENT SCHOOL DISTRICT POLICE DEPARTMENT, GILLESPIE COUNTY, GILLESPIE
COUNTY SHERIFF'S OFFICE AND GILLESPIE COUNTY COMMUNICATIONS CENTER

This non-binding Memorandum of Understanding ("MOU") is made and entered into by and among the following parties: the Harper Independent School District Police Department ("HISD PD"), Gillespie County ("County"), Gillespie County Sheriff's Office ("Sheriff") and Gillespie County Communications Center (Dispatch).

WHEREAS, Texas Education Code §37.081(g) provides that a school district police department and the law enforcement agencies with which it has overlapping jurisdiction shall enter into a memorandum of understanding that outlines reasonable communication and coordination efforts between the department and the agencies; and,

WHEREAS, the HISD PD has overlapping jurisdiction with the Sheriff, and desires to enter into such a memorandum of understanding with the County and the Sheriff regarding communication and coordination of efforts between the HISD PD and the Sheriff; and,

WHEREAS, it is the desire of the HISD PD and the Sheriff to assist one another in the notification and investigation of certain criminal offenses occurring in the territorial jurisdictions of the two entities; and,

WHEREAS, this cooperative effort will assist in HISD PD's and Sheriff's respective responsibilities and mission to serve the citizens of Gillespie County, TX and the Harper Independent School District (HISD); and, WHEREAS, HISD PD, in the performance of its duties, needs protected criminal justice information (such as TLETS, CJIS) dispatch PSAP communications that is under the care, custody and control of the County (Gillespie County Communications Center).

NOW, THEREFORE, in order to fulfill the intents and purposes contained in this memorandum of understanding, the undersigned parties agree as follows:

1. APPLICABLE RULES AND REGULATIONS: HISD PD, the Sheriff and the County agree to conduct all activities under this MOU in accordance with all applicable rules, regulations, ordinances, and laws in effect or promulgated during the term of this MOU.
2. PRIMARY RADIO FREQUENCY: The HISD PD will be allowed to use the Sheriff's primary radio frequency for normal law enforcement radio traffic.
3. DISPATCH: As used in this MOU, the term "dispatch" shall be defined as the County's radio communication services, PSAP communications and disseminator of protected criminal justice information.
4. PROTECTED CRIMINAL JUSTICE INFORMATION: As used in this MOU, the term "protected criminal justice information" shall be defined as TLETS, NCIC, TCIC, and CCH information held and administered by the Gillespie County Communications Center ("Dispatch") and governed by DPS and applicable federal agencies.
5. LAW ENFORCEMENT BUSINESS: All radio traffic by HISD PD will be limited to official law enforcement business only. Only licensed peace officers are authorized to use the dispatch services.

6. DISPATCH SERVICES: The County and Dispatch shall provide HISD PD with dispatch services and primary radio frequency use in accordance with all applicable laws for law enforcement business.

7. TERM: HISD PD shall have access to the County's dispatch services and primary radio frequency use only after HISD PD has received its agency approval from the Texas Commission on Law Enforcement ("TCOLE"). This MOU shall be perpetual unless terminated by any party hereto at any time after providing 30 days written notice to the other parties hereto.

SIGNED:

By:

Bonnie Stewart Superintendent of Schools

Harper ISO

Date:

By:

Carlos Arredondo

Chief of Police

Harper Police Department

Date:

By:

Daniel Jones

Gillespie County Judge

Date:

By:

Chris Ayala

Gillespie County Sheriff

Date:

By:

Sara Neel

Gillespie County Attorney

Date:

By:

Walsh Gallegos

Attorney for Harper ISO

Date:

By:

Les Metzler

Gillespie County Communications Director

Date:

~~* roller~~
~~* drag link + draw bars~~

Gov Deals

Pct 3	Used tracks off of 2023 John Deere 333G skid steer
CW	2010 Toro mower 27hp 1640 hrs model 74923 w/spare
CW	Bagger off of Toro Z master 7000 (74266 model Ser# 40188911)
5-2 Vac + 4	3 used 20.5 R25 loader tires
CW	angle iron tin doors (12-6'1" x 11'3") (2-12'3" x 11'7")
Mech	3 filters (hydraulic)
Mech	old hyd pump + motors
Mech	air tools (2 ratchets, 1 impact)
Mech	dewalt grease gun, hand pump grease gun
Pct 2	2015 F750 dump trk
Pct 2	2006 C850D dump trk
CW	Poulan chainsaw chainsaw
mech	Porta Power
mech	oil drain container
CW	Echo blower EZ 2100
CW	Stihl FS 56 RC line trimmer
mech	mobil drum and hand pump
mech	water pump (trk mounted)
mech	2 lights with brackets
mech	air jack
mech	goose neck plate + ball
mech	6" grinder
mech	used hydraulic cylinders (3)
mech	Fuel transfer pump
mech	inverter

~~* roller~~
~~* drag link & draw bars~~

Gov Deals

Pct 3	✓ Used tracks off of 2023 John Deere 333G skid steer
CW	✓ 2010 Toro mower 27hp 1640 hrs model 74923 w/spare
CW	✓ Bagger off of Toro Z master 7000 (74266 model Ser# 40188911)
5-Z Vac #4	✓ 3 used 20.5R25 loader tires
CW	✓ angle iron tin doors (12-6'1" x 11'3") (2-12'3" x 11'7")
Mech	✓ 3 filters (hydraulic)
Mech	old hyd pump + motors
Mech	air tools (2 ratchets, 1 impact)
Mech	dewalt grease gun & hand pump grease gun
Pct 2	✓ 2015 F750 dump trk
Pct 2	✓ 2006 C850D dump trk
CW	Poulan Porta Power chainsaw
mech	Porta Power
mech	oil drain container
CW	Echo blower EZ 2100
CW	Stihl FS 56 RC line trimmer
mech	mobil drum and hand pump
mech	water pump (trk mounted)
mech	2 lights with brackets
mech	air jack
mech	goose neck plate + ball
mech	6" grinder
mech	used hydraulic cylinders (3)
mech	Fuel transfer pump
mech	inverter



3494 Ranch Road 1631
Fredericksburg, TX 78624
830-997-1058

Invoice

Date	Invoice #
9/2/2025	164670

Bill To

Gillespie County Auditor
Room 203
101 West Main, unit #4
Fredericksburg, TX 78624

P.O. No.	Terms	Project
	Due on receipt	

Quantity	Description	Rate	Amount
	As per agreement to construct a 15' x 100' x 15' canopy addition to an existing building in Fredericksburg, TX	21,077.00	21,077.00
Thank you for your business.		Total	\$21,077.00

www.drweldinginc.com

NOTICE: All items in this packet are working drafts and contingent upon Commissioners Court approval



re working drafts and contingent up

<p>Lone Star Automatic Gates LLC</p> <p>Rep Morgan</p> <p>P.O. Box 973, Comfort, TX 78013</p> <p>Cell: (830) 377-5388</p> <p>website: lonestarautomaticgates.com</p> <p>Custom Entrances, Gates & Fencing; Sales, Installation and Servicing of Solar and Electric Powered Gate Operators</p>		<p>PO 61689 Vendor: 13661</p> <p>Date: September 4, 2025</p> <p>Customer: Gillespie County, Texas</p> <p>Site: County Yard</p> <p>Mike Maurer: mmaurer@gillespiecounty.org</p>
<p align="center">Services Rendered</p>		
<p>Form and pour approx. 48' long x 8" wide concrete track for the slide gate and a raised concrete pad to mount the operator on</p>		
<p>Iron gate track extended across the drive for the gate to slide across with a stop welded at the track end</p>		
<p>Custom built rectangle slide gate approx. 25' wide x 72" tall (including wheel boxes with wheels) . Frame constructed of 4"x2" sq. steel tubing with qty. 2 uprights with 4"x2" paneling welded to the frame. Qty. 2 - 4" steel wheel boxes welded under the frame with a 4" steel, v-grooved wheel installed in each wheel box. Gate was primered then painted silver.</p>		
<p>Construct an overhead weld off on the existing post with rubber rollers installed to help guide the gate across the drive</p>		
<p>LiftMaster SL585 1-1/2hp heavy-duty gear-driven slide gate operator</p>		
<p>Powder coated keypad stand set in concrete</p>		
<p>Conduit and 18/4 wire to CellGate Watchman 410</p>		
<p>LiftMaster safety photo eye (for close operator)</p>		
<p>12vdc transformer</p>		
<p>Additional #50 chain for gate length</p>		
<p>Exit probe for exiting gate</p>		
<p>*A/C power provided by customer</p>		
<p align="right">Operator/Gate Subtotal: \$ 18,519.00</p>		
<p>CellGate Watchman W410 cellular-based telephone entry and access control system with a built-in camera that takes still pictures (+ \$1700.00) \$ 1,700.00</p>		
<p>Varifocal camera for CellGate Watchman W410, ethernet cable with coupling, 18/4 wiring, and extend the post to mount the camera on (+ \$1500.00) \$ 1,500.00</p>		
<p align="right">Texas Sales Tax: Exempt</p>		
<p align="right">TOTAL : \$ 21,719.00</p>		
<p>Terms: Please remit a check to PO Box 973, Comfort, TX 78013 – Thank You!</p> <p><i>If you prefer to pay with a credit card, please contact Kristine at (830) 377-5172.</i></p> <p><i>NOTE: A 3% credit card processing convenience fee will be added to the total.</i></p> <p align="center">Thank You for Your Business!</p> <p align="center"><i>Please let us know if we may be of additional assistance.</i></p>		



Service Agreement

Account Information:

Account Name: Gillespie County

Installation Property Address:

Street: 2254 U.S. 87

City: Fredericksburg

State: TX

Zip Code: 78624

Account Administrator Contact:

First Name: Michael

Street: 2254 U.S. 87

Last Name: Maurer

City: Fredericksburg

Email: mmaurer@gillespiecounty.org

State: TX

Phone Number: (830) 992-0282

Zip Code: 78624

Billing Administrator Contact:

First Name: Marcie

Street: 101 West Main Street
UNIT #4

Last Name: Schneider

City: Fredericksburg

Email: auditor@gillespiecounty.org

State: TX

Phone Number: (830) 997-6777

Zip Code: 78624

Billing Details:

Total Locations: 1

Billing Start Date: First Day of The Month

Billing Cycle: Annually

Billing Method: Invoice

Monthly Service Fee Summary:

<u>Device #</u>	<u>Location</u>	<u>Quantity</u>	<u>Product</u>	<u>Fee</u>
89137	Front Gate	1	SF-Watchman W410 - Business, Cellular VM-2,000 transactions/ 50 calls	\$52.00
Total Monthly Service Fee:				\$52.00

***The prices above are exclusive of any taxes. No tax exemption will be recognized unless a valid resale or exemption certificate is provided.**

CELLGATE Products Service Agreement Including Terms & Conditions

NOTICE TO END USER: CAREFULLY READ THE FOLLOWING LEGAL AGREEMENT (THE "AGREEMENT"). USE OF THE CELLGATE SERVICE AND HARDWARE (AS LATER DEFINED HEREIN) CONSTITUTES YOUR ACCEPTANCE OF THESE TERMS. GOULDIN TECHNOLOGIES, LLC DBA CELLGATE ("CELLGATE"), IS WILLING TO PROVIDE THE SERVICE TO YOU ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS OF THIS AGREEMENT. THIS IS A LEGAL AND ENFORCABLE CONTRACT BETWEEN YOU AND CELLGATE. BY OPENING OR INSTALLING THE HARDWARE USING THE SERVICE, SIGNATURE OF THIS AGREEMENT, CLICKING "I AGREE", OR OTHERWISE INDICATING YOUR CONSENT TO THIS AGREEMENT, YOU CONFIRM THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO THE TERMS OF THIS AGREEMENT.

YOU AGREE AND UNDERSTAND THAT CELLGATE MAY MODIFY THIS AGREEMENT, MAY MODIFY THE TERMS OF SERVICE, MAY RAISE OR LOWER SERVICE PRICES, AND MAY DISCONTINUE OR REVISE ANY OR ALL OTHER ASPECTS OF THE SERVICE AT ANY TIME AND YOU AGREE THAT CELLGATE MAY DO ANY OF THE FOREGOING WITHOUT FURTHER NOTICE TO YOU, PROVIDED THAT CELLGATE MAKES ANY MODIFIED TERMS, RULES OR PRICES AVAILABLE TO YOU IN WRITING OR VIA THE CELLGATE WEBSITE.

THIS AGREEMENT CONTAINS LIMITATIONS OF LIABILITY AND INDEMNITY OBLIGATIONS.

TERMS OF SERVICE

General Description of Services and Hardware.

The CellGate Service is a technology comprised of two basic components: the wireless or cellular internet router (the "Hardware" or "Wireless Device") and the CellGate software and other proprietary intellectual property, servers and wireless data transmission services which are accessed via the Internet or by telephone (the "Service"). The Service is provided by CellGate, through the facilities of third party wireless service provider(s) engaged by CellGate (each, a "Wireless Service Provider"). The "Network" is the method by which each Wireless Device is connected to the Service. You may obtain information regarding the general availability of the Service in a given location within the United States, the District of Columbia, Puerto Rico and Canada ("Service Ratings") through the CellGate site on the World Wide Web at the URL <http://www.Cell-Gate.com/CheckCoverage> by entering the corresponding U.S. Postal Service ZIP code in the space provided. You acknowledge and agree, however, that the Service Ratings are merely approximate guidelines, and shall not be considered to be a warranty or representation of CellGate or any other person as to the availability and/or reception quality of a Network connection from any given location at any given time. You agree that neither CellGate nor any other person shall have any liability to you if the actual Service in a given location is not available or is not of the same reception quality as any posted Service Rating for such location. If the Service is not available within your intended location, you agree that your sole remedy shall be to terminate this Agreement.

Grant of Intellectual Property License and Third-Party Content.

You understand and agree that, subject to the terms and conditions of this Agreement and any other agreements to which you may be bound, you have a non-exclusive, non-transferable, non-assignable individual subscription to the Service for the term of this Agreement and only with certain limited rights to use the Hardware and access the Service which is being provided to you by CellGate. The use of the Hardware, the Service, and the Information or any documentation whatsoever provided to you in connection with the Hardware and Service is licensed, and not sold, to you for use only under the terms of the license contained herein. You understand and agree that the use of the Hardware and Service is solely for your own use and for the limited purposes described herein and will not be used for further re-distribution or for any unauthorized purpose, including, without limitation, reverse engineering of the Hardware components or any aspect of the Service.

In addition, CellGate may provide you with access to various types of information through the Service which may include, without limitation, internet web pages or links to third party internet web sites or other paper or electronic information (the "Information"). You agree to release and indemnify CellGate from any liability whatsoever arising from your use of or reliance on any of the Information. CellGate, its Wireless Service Provider(s), its Venue Host(s), and all third party content providers or other licensors reserve any rights they may have not expressly granted herein.

Interruption of Service.

In the event that the Service is interrupted, or you experience some other difficulty using the Service and not otherwise caused by you, CellGate shall use commercially reasonable efforts to try to correct problem as soon as reasonably possible. You acknowledge and agree that CellGate is not responsible for performance degradation and delays due to conditions on the Internet, the Network, the Wireless Service Provider, the Wireless Device, other equipment or actions of other third parties. In the event of a total outage of the Service that is not caused by you and which lasts for a period of more than twenty-four (24) consecutive hours, a credit allowance may be allowed by submitting a written request to CellGate stating the date and time of the outage and such other information as CellGate may reasonably require. Such request **MUST BE RECEIVED** by CellGate within three (3) business days following the outage period.

WE MAY, WITHOUT NOTICE, LIMIT, SUSPEND, OR END THIS AGREEMENT OR THE SERVICE FOR ANY REASON, including, but not limited to: (i) any breach this Agreement; (ii) more than one late payment within any 12-month period; (iii) inability to verify any credit information provided by you; (iv) you become insolvent or go bankrupt (including any filing by you or acquiescence in a

NOTICE: All items in this packet are working drafts and contingent upon Commissioners Court approval

filing by another person); (v) you provide any false information to CellGate; (vi) you allow anyone to tether with the Hardware or any Wireless Device; (vii) you or any user of the Service or the Hardware or any authorized contact on your account uses the Hardware of the Service in a way that adversely affects the Network or other customers. WE MAY TEMPORARILY LIMIT YOUR USE OF THE SERVICE FOR ANY OPERATIONAL REASON OR IN ACCORDANCE ANY REQUEST OR DIRECTIVE OF ANY GOVERNMENTAL AUTHORITY.

Charges, Payment Methods and Billing Practices.

(a) You may obtain current rates for all types and levels of Service via CellGate's web site at URL <http://www.CellGate.com> or by calling the CellGate customer service department at 972-231-1999. Upon activation of your account or upon making changes to your account, you may be charged an activation fee or other fees, depending on the type or level of Service or other factors. You understand and agree that any changes to your account, including changes to your level of Service may require you to incur additional recurring charges or fees.

(b) Cash payments are not accepted by CellGate. Payment must be made by check or automated clearinghouse transfer (ACH) drawn on or originating with a US bank or by a major credit card accepted by CellGate (currently, VISA, MasterCard, and American Express). You authorize CellGate, or a third person acting on CellGate's behalf to process and negotiate credit card charge forms for any credit card account designated by you for all fees and charges (including, without limitation, all recurring and non-recurring fees and charges) payable by you under the Agreement. Each time you use the Service you agree and reaffirm that CellGate is authorized to charge your designated credit card. If CellGate does not receive payment from the card issuer or its agent, you agree to pay all amounts due upon demand by CellGate. Your card issuer agreement governs your use of your designated card in connection with the Service, and you understand and agree that you will refer to that agreement and not this Agreement to determine your rights and liabilities as a cardholder. Further, you agree that CellGate may choose to delay obtaining authorization from your card issuer for the accumulated charges. CellGate may also give you the option to obtain an estimate of the then-current charges incurred by you since your last billing statement through the CellGate Site. If this option is available and accessed by you, you understand that the charges reflected may not be an accurate representation of the amount actually owed by you at that particular time.

(c) CellGate will bill you on a monthly basis for the fees and charges corresponding to the type and level of Service of you have chosen. Unless payment is made by credit card pursuant to paragraph (b) above, all fees and charges shall become due and payable thirty (30) days after the date of CellGate's invoice to you. In addition to any other remedies available to CellGate hereunder and at law, CellGate shall have the option to immediately suspend the Service in the event you fail to timely meet the payment obligations outlined above. If the Service is suspended, CellGate shall have the further right to condition restoration of the Services on (i) bringing the payable balance to current status, and/or (ii) payment of a reconnect fee. You agree to timely pay all fees and charges accruing hereunder, including, without limitation, activation charges, reconnection fees and monthly recurring fees (which are payable in advance and not contingent upon usage), and applicable usage charges (which may be payable in arrears). You also agree to pay all sales, use and other such governmentally imposed or authorized taxes, fees, surcharges and/or assessments relating to this Agreement, the Hardware and the Service.

(d) Unless you notify CellGate of any discrepancies within thirty (30) days after they first appear on your account statement, they will be deemed accepted by you for all purposes, including resolution of inquiries made by your card issuer. You release CellGate from all liabilities and claim of loss resulting from any error or discrepancy that is not reported to CellGate within thirty (30) days of its first appearance on an invoice or credit card statement. Any balance not paid by such due date shall bear interest from and after the invoice date at the lesser of (i) eighteen percent (18%) per annum and (ii) the maximum rate of interest allowed by law. Amounts due and owing to CellGate shall not be subject to offset or reduction for any reason. You agree to pay CellGate all reasonable attorneys' fees and costs incurred by CellGate to collect any past due amounts. Your account may be deactivated without further notice if payment is thirty (30) days past due, regardless of the dollar amount. You agree to pay any outstanding balance in full within thirty (30) days of cancellation or termination of your Service.

CELLGATE RESERVES THE RIGHT, AT ANY TIME, TO CHANGE ITS FEES AND BILLING METHODS, INCLUDING THE ADDITION OF SUPPLEMENTAL FEES OR SEPARATE CHARGES FOR ADDITIONAL SERVICES PROVIDED BY CELLGATE, EFFECTIVE THIRTY (30) DAYS AFTER WRITTEN NOTICE OR AN ONLINE POSTING ON THE CELLGATE SITE. CONTINUED USE OF THE SERVICE FOLLOWING THE EFFECTIVE DATE OF A CHANGE TO SUCH FEES AND BILLING METHODS SHALL CONSTITUTE YOUR ACCEPTANCE OF SUCH CHANGE. IF ANY SUCH CHANGE IS UNACCEPTABLE TO YOU, YOU MAY TERMINATE THE AGREEMENT WITHOUT ANY PENALTY IF YOU PROVIDE NOTICE TO CELLGATE OF YOUR INTENT TO TERMINATE THE AGREEMENT WITHIN SIXTY (60) DAYS OF THE DATE OF NOTICE.

Accounts and Passwords.

To use the Service, you must have an open, active account that corresponds to your Wireless Device. Once you subscribe to the Service, you will receive a password and an account. You agree to accept sole responsibility for maintaining the confidentiality of your password, and, furthermore, you agree to accept sole responsibility for any and all activities which might occur under your account. You agree to immediately notify CellGate of any unauthorized use of your account or any other breach of security known to you. You understand that while CellGate will attempt to safeguard the security of your account with various physical, electronic, and managerial procedures, we cannot ensure the security of the information transmitted to or by you. CellGate urges you to take every precaution to protect your personal data by changing your passwords often, using a combination of letters and numbers, and making sure you use a secure browser, applicable to your device, for the Service at www.CellGate.com. **NOTICE: All items in this notice are working drafts and are subject to change without notice. CellGate assumes no liability for any errors or omissions in this notice.**

neither CellGate, its Wireless Service Provider or any other person is liable to you for any harm or damage that may occur from your use of the Hardware, the Service, the Network or otherwise.

Disclaimer of Liability.

YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICE, THE WIRELESS DEVICE AND ANY OTHER EQUIPMENT IS AT YOUR SOLE RISK. THE SERVICE, THE WIRELESS DEVICE AND ANY OTHER EQUIPMENT IS PROVIDED ON AN "AS IS" AND AN "AS AVAILABLE" BASIS. CELLGATE AND ITS LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. CELLGATE MAKES NO WARRANTY THAT THE SERVICE, THE WIRELESS DEVICE OR ANY OTHER EQUIPMENT WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICE OR WIRELESS DEVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE. NEITHER CELLGATE NOR ITS LICENSORS MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE OR WIRELESS DEVICE OR AS TO THE ACCURACY, COMPLETENESS OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICE OR OTHERWISE PROVIDED TO YOU BY CELLGATE OR ITS AFFILIATES. CELLGATE SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY FOR ANY EQUIPMENT OR SOFTWARE PROVIDED BY YOU AND IN NO WAY WARRANTS THE CAPABILITIES OF ANY SUCH EQUIPMENT OR SOFTWARE USED IN CONJUNCTION WITH THE SERVICE OR THE WIRELESS DEVICE. YOU AGREE THAT CELLGATE, ITS WIRELESS SERVICE PROVIDERS AND ITS LICENSORS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, OR FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PERSONAL PROPERTY, LOSSES TO REAL PROPERTY, LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLE PROPERTY, AND REGARDLESS OF WHETHER CELLGATE, ITS WIRELESS SERVICE PROVIDERS ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CELLGATE SHALL NOT BE LIABLE AND YOU AGREE TO INDEMNIFY CELLGATE FROM AND FOR ANY LOSS, INJURY, CLAIM, LIABILITY OR DAMAGE OF ANY KIND RESULTING IN ANY WAY FROM UNAUTHORIZED ACCESS TO YOUR PROPERTY OR RELATED FACILITIES, IN THE USE OR THE INABILITY TO USE THE SERVICE, EITHER SEPARATELY OR IN COMBINATION WITH ANY OTHER SERVICES, FACILITIES, EQUIPMENT, OR SOFTWARE, OR FOR ANY OTHER REASON WHATSOEVER AND WHETHER OR NOT PERFORMED OR PROVIDED UNDER THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE MAXIMUM LIABILITY OF CELLGATE FOR DAMAGES HEREUNDER SHALL NOT EXCEED \$100.00 AND THE MAXIMUM COLLECTIVE LIABILITY OF CELLGATE AND ITS WIRELESS SERVICE PROVIDERS FOR ACTUAL DAMAGES DIRECTLY AND PROXIMATELY RESULTING FROM THE FAILURE, DELAY, OR NONPERFORMANCE OF THE SERVICE HEREUNDER SHALL BE LIMITED SOLELY TO THE AMOUNT PAID BY YOU TO CELLGATE FOR THE SERVICE DURING SUCH PERIOD OF FAILURE, DELAY, OR NONPERFORMANCE. CELLGATE AND ITS LICENSORS MAY MAKE IMPROVEMENTS OR CHANGES IN THE SERVICE AT ANY TIME. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM CELLGATE OR THROUGH THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR LIMITATIONS OF LIABILITY FOR CERTAIN DAMAGES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

Third Party Rights.

The provisions of this Agreement are for the benefit of CellGate, its Wireless Service Provider(s), and their respective licensors. Each of these individuals or entities shall have the right to assert and enforce this Agreement on its own behalf.

FCC Statement.

The Wireless Device has been tested and found to comply with Part 15 of the FCC rules. These limits are designed to provide reasonable protection against harmful interference in a residential installation. The Wireless Device generates, uses, and can radiate radio frequency energy and, if not installed and used in accordance with the instructions, may cause harmful interference to radio communications. However, there is no guarantee that interference will not occur in a particular installation.

Term; Termination; Effect of Termination.

This Agreement shall be effective as of the date you first open or install the Hardware, activate the Service, sign this Agreement or click "I AGREE", whichever is applicable, and whichever occurs first. This Agreement shall remain in effect for 12 months and on a month to month basis thereafter until terminated in accordance with its terms. This Agreement shall not relieve you of any obligations to pay accrued charges, including any prorated charges accrued for the billing cycle in which this Agreement is terminated. The payment in advance for the next month's service level is nonrefundable. You understand and agree that termination of this Agreement shall allow CellGate to impose upon you a deactivation fee in the amount of \$200.00. You will be charged for any additional charges beyond the monthly rates and applicable usage surcharges that have accumulated through the date of termination of your account and will be billed for such additional amounts on the account's monthly anniversary date.

General.

Entire Agreement. This Agreement is intended as the complete, final and exclusive statement of the terms of the agreement between the parties relating to the subject matter hereof and supersedes all prior understandings, writings, proposals, representations or communications oral or written relating to the subject matter hereof.

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Force Majeure. Except with respect to your payment obligations under this Agreement, neither party shall be liable to the other party for any alleged losses or damages resulting from delays in performance or breach of this Agreement caused by acts of the other party, acts of civil or military authority, governmental priorities, earthquake, fire, flood, epidemic, quarantine, energy crisis, strike, labor trouble, war, riot, accident, shortage, delay in transportation, or any other causes beyond the reasonable control of the party whose performance is so delayed.

Notices. You may send notices to CellGate by mail or by express delivery only, addressed to CellGate at 3220 Keller Springs Rd #106, Carrollton, TX 75006, Attention: Customer Care or at such other address as CellGate may provide. CellGate may send notices to you electronically by facsimile, e-mail, or by mail, addressed to you at your last known address or number. All notices shall be deemed to have been given and received on the earlier of actual delivery or three (3) days from the date of postmark.

Waiver. A waiver of any default hereunder or of any of the terms and conditions of this Agreement shall not be deemed to be a continuing waiver or a waiver of any other default or of any other term or condition but shall apply solely to the instance to which such waiver is directed. The exercise of any right or remedy provided in this Agreement shall be without prejudice to the right to exercise any other right or remedy provided by law or equity.

Severability. In the event any provisions of this Agreement are found to be invalid, illegal or unenforceable, the validity, legality and enforceability of any of the remaining provisions shall not in any way be affected or impaired thereby.

Assignment. CellGate, in its sole discretion, shall be free to assign this Agreement without prior notice to you. Assignment of this Agreement by you shall be prohibited without the express written consent of CellGate. Any attempted assignment in violation of this provision shall be null and void. Any change in ownership or control of a party shall be deemed to be an assignment subject to this paragraph.

Governing Law. THE VALIDITY, PERFORMANCE, CONSTRUCTION, AND INTERPRETATION OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS.

Arbitration. All disputes, claims, and controversies between the parties arising out of or related to this Agreement or the breach thereof (except for non-payment or late payment; and breach of any obligation of confidentiality or infringement of any intellectual property right for which an injunction may be sought) shall be settled by arbitration. The arbitration shall be conducted by one arbitrator under the then current Commercial Arbitration Rules of the American Arbitration Association. The arbitrator shall be prohibited from awarding damages or remedies in excess of those allowed by the provisions of this Agreement. The decision and award of the arbitrator shall be final and binding and judgment on the award so rendered may be entered in any court having jurisdiction thereof. The arbitration shall be held in Dallas County, Dallas, Texas, and the award shall be deemed to be made in the State of Texas.

Survival. The Preamble of this Agreement and the following sections shall survive the expiration or termination of this Agreement ("Interruptions of Service"), ("Charges, Payment Methods and Billing Practices"), ("Disclaimer of Liability"), and ("General").

Date/Time Of Agreement:	09/12/2025
Signature:	



14829 BULVERDE RD
SAN ANTONIO, TX 78247
210-650-9972

10. 511 4501
803 60007

Sold To: GILLESPIE COUNTY 101 WEST MAIN ST UNIT #4 FREDERICKSBURG, TX 78624 Att: ACCOUNTS PAYABLE	INVOICE Invoice Number: W54772 Invoice Date: Aug 25/25 Terms: Customer Code: 1811 Reference: GILLESPIE Customer Order: Work Order #: 0003254820 Work Order Type: HVA T&M SVC Job Location: GILLESPIE COUNTY COURT Called By: JESSIE Starting Date: Aug 1/25 Completion Date: Aug 12/25
Job Location: GILLESPIE COUNTY COURTHOUSE 102 E. SAN ANTONIO STREET FREDERICKSBURG, TX 78624 830-890-1915	

Description	Qty	Price	Total
Work Performed			
UNIT 50 HAS BAD TSTAT POC JESSIE 830-456-2754			
Today I arrived on site and performed the following maintenance:			
FCU 34 & FCU 49 Service:			
Removed the clogged coil from the FCU 34. Reinstalled the coil after clearing the clog. Proposed adding a small circulating pump to FCU 34. Used a PRO-PRESS tool during the service. The unit is not currently operating. A return visit is required.			
8/5			
Gather parts to install circulating pump on supply water line. Got to job, cut off water, cut piece of line and put the pump in. Ran pump and unit, temperature started to drop and reach set point.			
Material			
THERMOSTATS	1.00	571.13	571.13
CIRCULATING PUMP AND	1.00	851.82	851.82
PRO PRESS			
Total Material			1,422.95
Equipment			
Total Equipment			0.00
Labor			
RANGEL, CAMILO	8.00	150.00	1,200.00
MAR, MIKE	8.00	125.00	1,000.00

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14829 BULVERDE RD
 SAN ANTONIO, TX 78247
 210-650-9972

Sold To: GILLESPIE COUNTY 101 WEST MAIN ST UNIT #4 FREDERICKSBURG, TX 78624 Att: ACCOUNTS PAYABLE	INVOICE Invoice Number: W54772 Invoice Date: Aug 25/25 Terms: Customer Code: 1811 Reference: GILLESPIE Customer Order: Work Order #: 0003254820 Work Order Type: HVA T&M SVC Job Location: GILLESPIE COUNTY COURT Called By: JESSIE Starting Date: Aug 1/25 Completion Date: Aug 12/25
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RANGEL, CAMILO	8.00	150.00	1,200.00
MAR, MIKE	8.00	125.00	1,000.00
Total Labor			4,400.00
Travel			
Total Travel			0.00
Other			
TRUCK CHARGE	2.00	100.00	200.00
Total Other			200.00
- CONDITIONS -			
THANK YOU FOR YOUR BUSINESS!			
TACL A144789C TECL 39234 MPL# 39133			
TACL A20283 M-41515			
REGULATED BY THE TEXAS DEPT OF LICENSING			
AND REGULATION			
P.O. BOX 12157			
AUSTIN, TX 78711			
		Subtotal	6,022.95
		Tax	
		Total Invoice	6,022.95

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Brooke T. Paup, *Chairwoman*
Bobby Janecka, *Commissioner*
Catarina R. Gonzales, *Commissioner*
Kelly Keel, *Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

September 2, 2025

The Honorable Daniel Jones
Gillespie County Judge
County Courthouse
101 West Main St. Mail Unit 9 Room 101
Fredericksburg, TX 78624-3700

Re: On-Site Sewage Facility Order for Gillespie County
Authorized Agent ID: 620081

Dear Judge Jones:

TCEQ staff has reviewed the proposed Gillespie County On-Site Sewage Facility Order. Our review determined that the enclosed amended draft Order meets minimum State requirements. Please proceed with the next steps of the adoption process as outlined in Title 30 Texas Administrative Code Chapter 285, Sections 285.10(b)(5)(A)-(C) and 285.10(b)(6)(A)-(D), and as follows:

1. Publish notice of a public meeting to discuss adoption of the proposed Order at least 72 hours, but not more than 30 days, before the meeting. The notice must appear in a regularly published newspaper of general circulation in the area of jurisdiction and include the time, date and location of the public meeting.
2. After the public meeting is held, submit a copy of the following:
 - A copy of the public notice as it appeared in the newspaper;
 - A publisher's affidavit from the newspaper in which the public notice was published;
 - A certified copy of the meeting minutes when the Order was adopted; and
 - A certified copy of the Order that was passed by the Gillespie County Commissioners Court.

If further information or assistance is needed, please contact Elena Walch at elena.walch@tceq.texas.gov.

Sincerely,

A handwritten signature in cursive script that reads "Joseph L. Hopkins".

Joseph L. Hopkins, P.G.
Technical Programs Team Leader
Texas Commission on Environmental Quality

Enclosure: Copy of Proposed Order
Model Public Hearing Notice

**ORDER ADOPTING RULES OF GILLESPIE COUNTY, TEXAS FOR
ON-SITE SEWAGE FACILITIES**

WHEREAS the Texas Commission on Environmental Quality (TCEQ) has established Rules for on-site sewage facilities (OSSFs) to provide the citizens of this State with adequate public health protection and a minimum of environmental pollution; and

WHEREAS, the Texas Legislature enacted legislation, codified as Texas Health and Safety Code (THSC), Chapter 366, which authorizes a local government to regulate the use of OSSFs in its jurisdiction to eliminate and prevent health hazards from the use of OSSFs; and

WHEREAS, the County of Gillespie, Texas understands that there are technical criteria, legal requirements, and administrative procedures and duties associated with regulating OSSFs, and may have responsibilities under the following provisions:

Texas Health and Safety Code Chapters 366 (On-Site Sewage Disposal Systems) and 367 (On-Site Wastewater Treatment Research);

Texas Water Code Chapters 7 (Enforcement), 26(Water Quality), and 37 (Occupational Licensing and Registration);

30 Texas Administrative Code Chapters 30 (Occupational Licensing and Registrations), 70 (Enforcement), and 285 (On-Site Sewage Facilities); and

Section 9 of this Order (More Stringent Requirements).

WHEREAS, due notice was given of a public meeting to determine whether the Commissioners Court of Gillespie County, Texas should enact an Order regulating the installation and use of OSSFs in Gillespie County, Texas; and

WHEREAS, the Commissioners' Court of Gillespie County, Texas finds that the use of OSSFs in Gillespie County, Texas is causing or may cause pollution and is injuring or may injure public health.

WHEREAS, the Commissioners Court of Gillespie County, Texas has considered the matter and deems it appropriate to enact an Order adopting Rules regulating OSSFs to abate or prevent pollution, or injury to public health in Gillespie County, Texas.

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

Section 1. THAT the matters and facts recited in the preamble are true and correct.

Section 2. THAT the use of OSSFs in Gillespie County, Texas is causing or may cause pollution or is injuring or may injure the public health.

Section 3. THAT this order repeals and replaces any other OSSF Order for Gillespie County, Texas.

Section 4. THAT an Order for Gillespie County, Texas be adopted entitled and read as:

ORDER ADOPTING RULES OF GILLESPIE COUNTY, TEXAS FOR ON-SITE SEWAGE FACILITIES

Section 5. THAT the County of Gillespie, Texas wishing to adopt more stringent requirements for its OSSF ORDER understands that the more stringent requirements in this ORDER take precedence over the corresponding TCEQ rule.

Section 6. AREA OF JURISDICTION. This Order shall apply to all areas lying within Gillespie County, Texas, except for areas regulated under an existing Order, Ordinance, or Resolution.

Section 7. COMPLIANCE WITH ORDER. All OSSFs installed in the jurisdictional area of Gillespie County, must comply with this Order.

Section 8. INCORPORATION BY REFERENCE. The following statutes and rules, including all future amendments to the statutes and rules, are incorporated by reference specifically, but not limited to: Texas Health and Safety Code Chapters 366 (On-Site Sewage Disposal Systems) and 367 (On-Site Wastewater Treatment Research); Texas Water Code Chapters 7(Enforcement), 26(Water Quality) and 37(Occupational Licensing and Registration); and 30 Texas Administrative Code Chapters 30(Occupational Licensing and Registrations), 70(Enforcement), and 285 (On-Site Sewage Facilities).

Section 9. MORE STRINGENT REQUIREMENTS. 30 Texas Administrative Code (TAC) §285.10 allows local governmental entities to propose more stringent standards than minimally required by 30 TAC Chapter 285. Gillespie County has determined that more stringent requirements are necessary to protect human health and the environment. The following more stringent requirements are adopted by Gillespie County, Texas in this ORDER:

- (A) Gillespie County, to provide greater public health and safety protection shall require planning materials, application, permit, and inspection for construction, alteration, extension, or repairs of any OSSF, regardless of the size of the tract of land.

Justification:

- (1) This requirement ensures that all OSSFs are recorded and trackable on all properties, including ten acre or larger tracts.
- (2) This information will provide valuable information for future generations of property owners and avoid potential safety issues by illicit damage to existing systems that would otherwise not be identifiable.

- (B) Gillespie County requires maintenance for all OSSFs identified in §285.91(12) to be performed by a TCEQ registered maintenance technician or licensed maintenance provider and not the homeowner.

Justification:

- (1) Gillespie County wants to ensure that OSSFs are maintained by individuals that possess the knowledge needed to safely maintain such systems.
- (2) We believe this is necessary as unqualified individuals may overlook situations of illicit discharge through failed OSSFs and some of these issues may not be readily addressed before potential damage to potable sources.

- (C) Maintenance Inspections and Reports must include sludge levels in the pump tank and condition of the spray area in each required report.

Justification:

- (1) This requirement ensures proper operation of OSSFs in Gillespie County jurisdiction.
- (2) Gillespie County must be able to track and monitor the general health of OSSFs to protect against illicit discharge and water contamination.

Section 10. COLLECTION OF FEES. All fees collected for permits and/or inspections shall be made payable to Gillespie County, Texas. A fee of \$10 will also be collected for each OSSF permit to be paid to the credit of the TCEQ Water Resources Management Account as required by THSC Chapter 367.

Section 11. APPEALS. Persons aggrieved by an action or decision of the designated representative may appeal such action or decision to the Commissioners Court of Gillespie County, Texas.

Section 12. **ENFORCEMENT PLAN.** The County of Gillespie, Texas understands that, at a minimum, it must follow the requirements in 30 TAC §285.71 (Authorized Agent Enforcement of OSSFs). This includes timely investigating complaints, notifying complainants of findings, and taking appropriate action related to any documented violations. Records related to these activities shall be retained for review by TCEQ. The County shall take appropriate and timely action on all documented violations, which may include any available penalties and remedies, pursuant to all applicable provisions related to OSSF's including those found in Chapters 341 and 366 of THSC, Chapters 7 and 26 of the Texas Water Code, and 30 TAC §285.

Section 13. **SEVERABILITY.** It is hereby declared to be the intention of the Commissioners Court of Gillespie County, Texas, that the phrases, clauses, sentences, paragraphs, and sections of this Order are severable, and if any phrase, clause, sentence, paragraph, or section of this Order should be declared void by a valid judgement or decree of any court of competent jurisdiction the judgment or decree shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this Order.

Section 14. **RELINQUISHMENT OF ORDER.** If the Authorized Agent of Gillespie County, Texas decides to relinquish its authority to regulate OSSF's in its area of jurisdiction, the local governmental entity (previously the Authorized Agent) and TCEQ shall follow the procedures in 30 TAC §285.10(d)(1) through (4). After relinquishing its OSSF authority, the local governmental entity understands that it may be subject to charge-back fees in accordance with 30 TAC §285.10 (d) (5) and §285.14.

Section 15. **TITLE VI COMPLIANCE.** If necessary, based on the need for access to information in a language other than English by the community, the Authorized Agent shall provide information regarding this Order, including notice, applications, and enforcement actions, in an alternative language. The Authorized Agent may base its determination on all relevant factors including whether the elementary or middle school nearest to the site is required to provide a bilingual education program as required by Texas Education Code, Chapter 29, Subchapter B; whether there is a newspaper regularly published in an alternative language; or if the Authorized Agent has historical knowledge.

Section 16. **EFFECTIVE DATE.** This Order shall be in full force and effect from and after its date of approval as required by law and upon the approval of TCEQ.

AND IT IS SO ORDERED:

PASSED AND APPROVED THIS _____ DAY OF _____, 2025

APPROVED:

(SEAL)

THE HONORABLE DANIEL JONES
GILLESPIE COUNTY JUDGE

ATTEST:

LINDSEY BROWN
GILLESPIE COUNTY CLERK

COUNTY OF

§

STATE OF TEXAS

§

AFFIDAVIT

Before me, the undersigned authority, personally appeared who, being by me duly sworn, deposed as follows:

My name is _____, I am of sound mind, capable of making this affidavit, and personally acquainted with the facts herein stated:

I am the custodian of the records of the County Clerk's Office for the County of _____, Texas. Attached hereto are _____ () pages of records known as _____ (Order). The records are kept by me as County Clerk, County of _____, in the regular course of business with knowledge of the act, event, condition, opinion, or diagnosis, recorded to make the record or to transmit information thereof to be included in such record; and the record was made at or near the time or reasonably soon thereafter. The record attached hereto is the original or exact duplicate of the official record.

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BEFORE ME, the undersigned authority, a Notary Public in and for said County, Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20__.

(SEAL)

Notary/Public, State of Texas
My commission expires:

On-Site Sewage Facility Fees

	Current	<u>Proposed</u>
New/Upgrade – OSSF with less than 500 gpd	\$275	\$300
New /Upgrade – <i>Requiring Maintenance Contract</i> Less than 500gpd	\$375	\$400
New/Upgrade – OSSF with greater than or equal to 500 gpd	\$400	\$550
New/Upgrade – <i>Requiring Maintenance Contract</i> Greater than or equal to 500 gpd	\$600	\$750
Repair or Alteration	\$150	\$200
Reinspection	\$100	\$150



Quote

RAE Security, Inc. (TX)
8844 N Sam Houston Pkwy W
Ste 210
Houston TX 77064
United States
(713) 589-2594

Date **Quote #**
9/4/2025 QTE-RS-TX-23510

Job Name
ADA Operator - Court House Parts
Only

Bill To

Gillespie County Texas
97 Frederick Rd.
Fredericksburg TX 78624
United States

Ship To

Gillespie County Facilities Maintenance
101 W. Main Street
Fredericksburg TX 78624
United States

Expires	Project	Sales Rep	Sales Contact	Print Memo
10/4/2025		E275 Keith Maynard	(512) 663-1761	RAE TIPS #230202

Item	Description	QTY	Rate	Amount
------	-------------	-----	------	--------

Requestor: Jeff McHalek
830-733-8525
ADA Operator - Court House Parts Only

4642-REG 695

LCN
4642-REG 695
Grade 1 Surface Mounted Electromechanical
Benchmark Door Operator, Regular, Push Side
Mounted, Top Jamb, 36" - 54" Door, 90 Deg.
Powered, 100 Deg. Manual Swing, Machine and
Wood Screws, Dark Bronze Painted Finish

1 \$4,781.07 \$4,781.07

--LCN Pricebook 15--

LCN:8310-3857TW

LCN Actuator Package, Logo, Text, Wireless 4-3/4 In.
x 4-3/4 In.

1 \$1,060.68 \$1,060.68

Tariff Surcharge Cost Pass-Through

1 \$150.45 \$150.45

Disclaimers:

1. High voltage supplied and installed by others.
2. Operator is required to be power down when door is locked to avoid any damage to operator.

TIPS Contract: 230202 Security Systems Products and
Services

TIPS Vendor: RAE Security Inc

Subtotal	\$5,992.20
Tax Total	\$494.36
Total	\$6,486.56

Terms and Conditions

QTE-RS-TX-23510

NOTICE: All items in this packet are working drafts and contingent upon Commissioners Court approval



Quote

RAE Security, Inc. (TX)
8844 N Sam Houston Pkwy W
Ste 210
Houston TX 77064
United States
(713) 589-2594

Date	Quote #
9/3/2025	QTE-RS-TX-23491
Job Name	
ADA Operator - Court House	

Bill To	Ship To
Gillespie County Texas 97 Frederick Rd. Fredericksburg TX 78624 United States	Gillespie County Facilities Maintenance 101 W. Main Street Fredericksburg TX 78624 United States

Expires	Project	Sales Rep	Sales Contact	Print Memo
10/3/2025		E275 Keith Maynard	(512) 663-1761	RAE TIPS #230202

Item	Description	QTY	Rate	Amount
	Requestor: Jeff McHalek 830-733-8525 ADA Operator - Court House			
4642-REG 695	LCN 4642-REG 695 Grade 1 Surface Mounted Electromechanical Benchmark Door Operator, Regular, Push Side Mounted, Top Jamb, 36" - 54" Door, 90 Deg. Powered, 100 Deg. Manual Swing, Machine and Wood Screws, Dark Bronze Painted Finish --LCN Pricebook 15--	1	\$4,781.07	\$4,781.07
LCN:8310-3857TW	LCN Actuator Package, Logo, Text, Wireless 4-3/4 In. x 4-3/4 In.	1	\$1,060.68	\$1,060.68
RAE-MAC Installation Labor	Labor - Fresh install ADA operator and install 2 wireless buttons.	11	\$110.00	\$1,210.00
	Tarriff Surcharge Cost Pass-Through	1	\$150.45	\$150.45
	Disclaimers: 1. High voltage supplied and installed by others. 2. Operator is required to be power down when door is locked to avoid any damage to operator. TIPS Contract: 230202 Security Systems Products and Services TIPS Vendor: RAE Security Inc			

Subtotal	\$7,202.20
Tax Total	\$594.18
Total	\$7,796.38



QTE-RS-TX-23491

Cyber Liability Insurance Proposal

Gillespie County



Jim Brundage, CIC, CSR

Cristy Urquidi, CISR

Date Prepared: September 10, 2025



Gillespie County Diversion Program Guidelines

The following sets forth the policy, procedure, and minimum eligibility requirements for obtaining the Gillespie County Attorney's approval for the entry of a defendant into the Gillespie County Diversion Program ("Diversion Program") supervised by the Gillespie County Adult Probation Department ("Adult Probation"). To be eligible, the defendant must complete the entire Application, plea guilty before the court, be willing to complete and abide by all terms of the Diversion Program, and refrain from any further criminal activity.

1. MISSION STATEMENT

The mission of the Diversion Program is to prevent crime and increase public safety while upholding the Gillespie County Attorney Office's commitment to the highest ethical standards, protecting crime victims' rights, and seeking evidence-based justice reflective of Gillespie County values to ensure a safe, fair, and just place to live. The Diversion Program is designed to hold eligible defendants accountable while providing resources, skills, and education to break the cycle of crime. It is an alternative to prosecution that allows eligible defendants the chance to avoid a criminal conviction or other sanctions, if they successfully complete the Diversion Program.

2. WHAT IS DIVERSION

The Diversion Program is a voluntary program for a defendant charged with a criminal offense. Pursuant to Government Code Sec. 76.011, defendants who complete the program may avoid prosecution and potential conviction for their charge. The Diversion Program only accepts certain types of criminal offenses and each referral must go through an assessment prior to being accepted into the program. After being accepted but prior to entering the Diversion Program, the defendant must enter a plea of guilty before the Court.

The procedure for entrance into the Diversion Program is outlined in Section 16 of these Guidelines. The outcome of a successful completion of the Diversion Program is outlined in Section 17 of these Guidelines. The process for an unsuccessful completion of the Diversion Program is outlined in Section 18 of these Guidelines.

3. DEFENDANT PROFILE

The Diversion Program reviews Applications submitted by eligible defendants accused of misdemeanor offenses, as well as referrals from law enforcement and prosecutors within Gillespie County, Texas. Denial of admission to the Diversion Program will not be based on race, gender, sexual preference, economic status, disability, or inability to pay program fees. No defendant is entitled to acceptance into the Diversion Program. Applicants may be denied admission into the program for any reason and without explanation from the Gillespie County Attorney's Office.

4. PAST ADULT OFFENSE HISTORY

The defendant should have no prior convictions or deferred adjudication supervision for any felonies, Class A misdemeanors, or Class B misdemeanors. Arrest history and the final disposition of charges will be reviewed. Exceptions may be approved by the County Attorney.

5. PAST JUVENILE OFFENSE HISTORY

If a defendant possesses a juvenile record of criminal offenses, the defendant may be disqualified for entry into the Diversion Program based on this record. Juvenile arrest history and the final disposition of charges will be reviewed. Exceptions may be approved by the County Attorney.

6. OFFENSES

The Diversion Program **does not** accept violent crimes, domestic violence, sexual-offender-related crimes, or Driving While Intoxicated (DWI) offenses into the Diversion Program. Exceptions may be approved by the County Attorney in extraordinary circumstances and may include additional requirements for approval. The County Attorney may preclude entry into the Diversion Program for any reason, including the underlying circumstances or specific facts of the offense.

Examples of offenses potentially eligible for the Diversion Program include, **but are not limited to**, Criminal Trespass, Criminal Mischief, Theft, Possession of Dangerous Drug, Duty on Striking, and Possession of Marijuana. In exceptional circumstances, other offenses may be considered for the Diversion Program after review and approval by the County Attorney and may have additional requirements to be considered for the Diversion Program.

7. APPLICATION

Completed applications for entry into the Diversion Program must be submitted to the County Attorney's email at countyattorney@gillespiecounty.org. Please put the defendant's name, case number, and "Application for Pre-Trial Diversion Program" as the subject of the email.

Deadline: Applications must be submitted to the County Attorney by the case's second Agreed Pre-Trial setting.

All required documents must be submitted at the same time to be considered for the Diversion Program. These required documents include:

- Sworn Application (including Sworn Personal Statement)
- Diversion Program Agreement
- Signed Waivers
- 2 Letters of Recommendation
- Resume and High School/College Transcript
- \$100 Application fee paid in full (see Part 12 of these Guidelines for payment instructions)

8. APPLICATION AND SWORN PERSONAL STATEMENT

Upon applying to the Diversion Program, the defendant must voluntarily execute a signed and sworn typed Application. The Application includes a sworn personal statement detailing why the defendant wants to be considered for the Diversion Program. The statement should include an educational or occupational goal and what the defendant has learned from the offense.

If the defendant is not accepted into the Diversion Program, for any reason, the provided statement will not be used as evidence against the defendant in the State's case in the event of a trial on these charges. **If the defendant is accepted into the Diversion Program and is subsequently unsuccessful in completing the Diversion Program, this statement MAY be used by the State in a contested punishment hearing.**

9. AGREEMENT AND WAIVERS

If a defendant desires to be considered for entry into the Diversion Program, the defendant must voluntarily, knowingly, and intelligently sign the Gillespie County Pre-Trial Diversion Program Agreement and Waivers Documents.

In the Agreement, the defendant must swear that he has never been convicted of nor received probation or deferred adjudication for a felony, a Class A misdemeanor, or a Class B misdemeanor. The defendant must agree to follow all Diversion Program requirements as listed in the Probation Terms. After being advised of all his Constitutional rights, the defendant must agree to waive those rights, including, but not limited to, the right to a speedy trial and the right to remain silent, for entry into the Diversion Program. The defendant must indicate that he/she understands that any violation of his/her Diversion Program conditions during the period of supervision could result in the Gillespie County Attorney's Office proceeding with prosecution of the case.

After being advised of all his Constitutional rights, the defendant will be required to waive the right to a hearing on any potentially alleged Diversion Program violations and agree to the entrance of their plea of guilt, should the State file a Motion to Withdraw the Stay of Proceedings based on a Diversion Program violation. The defendant agrees to allow the Gillespie County Pre-Trial Diversion Program Agreement to be offered into evidence by the State without objection. The defendant will be entitled to a contested punishment hearing after his plea of guilty is entered. The defendant's attorney shall be required to confirm that they also advised the defendant of these same rights.

10. LETTERS OF RECOMMENDATION

Upon applying for entry into the Diversion Program, the defendant must submit two letters of recommendation. These letters of recommendation are an opportunity for the defendant to demonstrate there are members of the community who will hold the defendant accountable

throughout the Diversion Program and will attest to the defendant's character. Only **one** of the two letters may come from a member of the defendant's immediate family. The application will be rejected if, in the sole discretion of the County Attorney, the letters of recommendation do not speak to the offense at hand and do not show specific support of the defendant's participation in the Diversion Program.

The recommender must specify the following in their letter:

- Why he/she believes the defendant is a good candidate for the Diversion Program;
- What he/she is going to do to help hold the defendant accountable and be successful in the Diversion Program;
- How he/she believes participation in the Diversion Program will affect the defendant's life; and,
- A valid and up-to-date email address and phone number of the recommender.

The recommenders should expect to be contacted by the County Attorney's Office.

11. SPECIAL CONDITIONS FOR COMPLETION

If, in the opinion of the County Attorney or Gillespie County Adult Probation, the defendant needs special counseling, mentoring, classes, therapy, or services, the defendant must agree to participate, successfully complete, and pay for such programs as a specific condition of satisfactory completion of the Diversion Program. If the defendant is not willing to accept these conditions, the defendant will not be able to successfully complete the Diversion Program.

12. FEES

The Diversion Program has a **\$100 non-refundable Application fee which must be paid in full at the time an application is submitted to the County Attorney for review.** If a defendant is accepted into the Diversion Program, the defendant will be required to pay a \$400 Pre-Trial Diversion fee upon entry into the Diversion Program. These fees may be reduced or waived, or a payment plan may be assessed, for indigent defendants, at the discretion of the County Attorney. All defendants in the Diversion Program will be required to pay Adult Probation a supervision fee of \$60.00 per month. Defendants must be up to date with no outstanding fees to successfully complete the Diversion Program.

While being supervised in the Diversion Program, a defendant will be required to pay for the costs of any drug or alcohol testing, as well as any classes or programs, as required. If the defendant is not willing to accept these costs, the defendant will not be able to successfully complete the Diversion Program.

Payment Instructions:

To be added.

13. RESTITUTION

If a person(s) suffered monetary loss as a direct result of the commission of the offense for which the defendant was charged, the defendant must be ready, willing, and able to make full restitution, and such **restitution shall be paid in full prior to entry into the Diversion Program**. If a defendant is determined to be indigent, at the discretion of the County Attorney, the defendant may be approved for a restitution payment plan over the duration of their supervision in the Diversion Program. Restitution must be paid in full to successfully complete the Diversion Program. If the defendant is not willing to accept these costs, the defendant will not be able to successfully complete the Diversion Program.

14. ADMISSION INTO THE DIVERSION PROGRAM

Admission of a defendant into the Pre-Trial Diversion Program will be granted at the sole discretion of the Gillespie County Attorney's Office. A defendant is considered ACCEPTED into the Diversion Program if, after reviewing their Application, the County Attorney approves the defendant for the program. The case will then be set for a Plea before the court. **A defendant is considered to have ENTERED the Diversion Program at the time they plea guilty before the court.** Entrance into the Diversion Program constitutes an agreement between the defendant and the Gillespie County Attorney's Office, such that the defendant agrees to follow the terms of the program as set out in this paperwork and the Gillespie County Attorney's Office agrees to file a dismissal of the case if the defendant successfully completes the program.

15. PLEA OF GUILTY REQUIRED

After a defendant's Diversion Program Application is reviewed and accepted by the County Attorney's Office, the case will be set for a Plea before the court. At the Plea setting, the defendant must knowingly, intelligently, and voluntarily plea **guilty** to the offense. A plea of guilty is required for entrance into the Diversion Program. If a defendant is unwilling to plea guilty, the defendant will not be able to enter the Diversion Program.

The judge will not enter the defendant's plea nor the Diversion Program paperwork. All Plea and Diversion Program documents are returned to the County Attorney's Office, except for an agreed Motion and Order to Stay Proceedings, which will be filed at the time of the Plea.

If a defendant successfully completes the Diversion Program, the plea of guilty is never entered into the case and the case is dismissed by the County Attorney's Office. If a defendant is unsuccessful and does not complete the Diversion Program, then the plea of guilty may be entered into the case and the State may proceed with prosecution.

16. ENTRANCE INTO THE DIVERSION PROGRAM

The following is the procedure for entrance into the Diversion Program:

- a. Review the Diversion Program Guidelines found on the Gillespie County Attorney's website.
- b. If a defendant meets the requirements, they should submit their completed Application to the County Attorney's Office via email at countyattorney@gillespiecounty.org by the second Agreed Pre-Trial Setting for the case. The completed Application must include:
 - a. Sworn Application (including Sworn Personal Statement)
 - b. Diversion Program Agreement
 - c. Signed Waivers
 - d. 2 Letters of Recommendation
 - e. Resume and High School/College Transcript
- c. The defendant then shall pay the \$100 non-refundable Application fee to the Gillespie County Attorney's Office.
- d. The application is reviewed by a prosecutor and County Attorney. Defense counsel is generally notified within two weeks of a decision.
- e. If the defendant is accepted into the Diversion Program, the case is set for a Plea before the Court. If the defendant is not accepted into the Diversion Program, the case continues to be prosecuted as normal.
- f. Prior to or at the Plea setting, the defendant shall pay the \$400 Diversion Program fee in full to the Gillespie County Attorney's Office. Prior to or at the Plea setting, the defendant shall pay any required restitution amount in full, if applicable.
- g. At the Plea setting, the defendant must knowingly, intelligently, and voluntarily plea guilty to the offense. The judge will not enter the defendant's plea nor the Diversion Program paperwork into the case file. Only the agreed Motion to Stay Proceedings for the duration of the defendant's supervision will be filed.
- h. The defendant's Diversion Program supervision will begin. The defendant will be required to comply with all Gillespie County Adult Probation rules and any additional conditions deemed necessary by the Adult Probation Officer.
- i. At the end of the program, the criminal history of the defendant is reviewed to determine if there have been any additional arrests. If there are no new arrests, if all rules and conditions set forth by the Adult Probation Department have been followed, and if all conditions are satisfied, the State will dismiss the case.

17. SUCCESSFUL COMPLETION OF THE DIVERSION PROGRAM

Successful completion of this Diversion Program provides participants with the opportunity to succeed and avoid a criminal conviction. The State agrees to dismiss the case if a defendant successfully completes the Diversion Program. The State will not oppose or object to an expunction of the case by the defendant so long as he is statutorily qualified to file and seek an expunction in accordance with the Texas Code of Criminal Procedure.

18. UNSUCCESSFUL COMPLETEION OF THE DIVERSION PROGRAM

If a defendant does not complete any of the required terms of the Diversion Program, commits any new offenses, or otherwise violates the Diversion Program conditions, the below procedure is followed, as agreed to by the defendant upon entrance into the Diversion Program:

- a. The State will file a Motion to Lift the Stay of Proceedings and request that the case be set back on the Court's docket. **The defendant is not entitled to a hearing on whether or not a term of the Diversion Program has been violated.**
- b. The case will be set for at least one Agreed Pre-Trial, with approval of the Court.
- c. The defendant shall confirm the previous plea of guilty to the charged offense and agree to the entrance of that plea. The case will then be set for a hearing as to punishment.
- d. Punishment for the offense will be assessed by the judge. **There is no right to a jury trial on punishment, per the Diversion Program Waivers and the agreement between the defendant and the State.**
- e. The defendant may accept a plea agreement with the prosecution or proceed with a contested punishment hearing before the court. The defendant shall allow the Diversion Program Agreement and Sworn Statement to be offered into evidence by the State without objection.

Questions? Please contact us by email at countyattorney@gillespiecounty.org or call our office at 830-990-0675.



Quote Reference # 1678

PLANNED MAINTENANCE SERVICE AGREEMENT

This AGREEMENT entered into by and between

**Gillespie County Jail
104 Industrial Loop
Fredericksburg, Texas, 78624**

Hereinafter referred to as "Customer"

&

**VRF SERVICES
1720 Royston Ln
Round Rock, TX 78664**

Hereinafter referred to as "VRF SERVICES"

Equipment Location

**104 Industrial Loop
Fredericksburg, Texas, 78624**

PLANNED MAINTENANCE SERVICE AGREEMENT

VRF SERVICES will provide the services, in accordance with the Service Agreement, Terms, Conditions and Schedules, described within this contract for:

**Gillespie County Jail
104 Industrial Loop
Fredericksburg, Texas, 78624**

In accordance with the Service Agreement, terms, conditions and schedules.

1. Services Performed

1.1 The following coverage will apply to the equipment listed in the included schedules:

Planned Maintenance and Monitoring Agreements

This agreement is for Planned Maintenance and/or Monitoring services to be provided for equipment listed in Schedules A and/or Schedule B. These services can provide early detection of adverse operating conditions in order to avoid costly equipment failures. Upon approval, all parts and labor necessary to repair the equipment will be provided with an additional charge to the Customer. The Planned Maintenance program is defined in Schedule A and the Monitoring Agreement in Schedule B.

The Planned Maintenance program includes the equipment listed in "Schedule A: Planned Maintenance Agreement" and covers the scope of work associated with each unit type listed in "Schedule A: Scope of Work" including the utilization of proprietary Daikin VRV equipment diagnostic software to gather detailed system performance data.

The Monitoring program includes the equipment listed in "Schedule B: Remote Monitoring Agreement" and covers the scope of work associated with the monitoring agreement in the section "Schedule B: Scope of Work". VRF Services will provide the specified equipment for monitoring of VRV/VRF systems listed under the Schedule B portion of this contract. This will cover the leasing of the required hardware and subscription fees for monitoring of your 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.
- 1.3 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 day service for non-emergency type service calls and 6-hour response for emergency type service for equipment installations in critical areas. (Emergency calls are minimum 4 hours at overtime rate)
- 1.5 Maintain 24-hour, 7 days a week emergency service hotline for emergency type service calls.
- 1.6 Base hourly rate shall be \$ 215.00/hour with overtime rates charged at 1.5 times the base rate for work done after 4:30 p.m. on weekdays and on weekends and 2.0 times the base rate on Holidays. Holidays are based on VRF SERVICES recognized annual Holidays. Hourly rates will be reviewed on an annual basis.

1.7 Term/Automatic Renewal

This Agreement takes effect on the date of signature by customer and will remain in effect beginning at the below listed "Contract Start Date" and will end on the below listed "Contract End Date". 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.

Contract Start Date: 1-Oct-2025

Contract End Date: 30-Sep-2026

This agreement provides Schedule A services for the following number of years: 1

This agreement provides Schedule B services for the following number of year: 1

The Total Contract Amount for this agreement is: \$ 20,640.00

Payments will be due in the following number of installments (which may be in advance of services rendered) payable on a Net 30 basis (plus applicable sales tax). 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.

Number of annual payment installments due per year of contract: 4

Due Per installment (First Year) \$ 5,160.00

Below is a pricing summary for the full term of this contract broken out and listed by year and schedule:

Schedule A: Planned Maintenance		Schedule B: Monitoring Agreement
1 st Year Agreement Contract Amount	\$ 20,640.00	NOT APPLICABLE
2 nd Year Agreement Contract Amount	\$ -	
3 rd Year Agreement Contract Amount	\$ -	
4 th Year Agreement Contract Amount	\$ -	
5 th Year Agreement Contract Amount	\$ -	
Total	\$ 20,640.00	

The contract amount to be paid by the customer to VRF Services each year of the contract in equal installments according to the number of installments listed above is as follows:

Multi Year Total Agreement Pricing (Schedule A + Schedule B)	
Total 1st Year Agreement Contract Amount	\$ 20,640.00
Total 2nd Year Agreement Contract Amount	\$ -
Total 3rd Year Agreement Contract Amount	\$ -
Total 4th Year Agreement Contract Amount	\$ -
Total 5th Year Agreement Contract Amount	\$ -
Total Contract Amount	\$ 20,640.00

* Prices quoted in this proposal are valid for 30 days and DO NOT include sales tax.

VRF SERVICES
By:
Signature:
Title: Service Sales
Date:

Customer
By:
Signature:
Title:
Date:

Billing Information:

Invoices to be sent to: **Jeff McHalek**

Company Name: **Gillespie County Facilities**

Address: **104 Industrial Loop**

City, State, Zip: **Fredericksburg, TX, 78724**

Attention: **Jeff McHalek**

Phone: **830-733-8525**

Fax: **0**

Email: **jmchalek@gillespiecounty.org**

Are invoices sent by means of email to the address shown above acceptable for billing purposes?

YES

If no, they will be sent to the address listed above.

SCHEDULE A: Planned Maintenance Agreement Standard Services

Supplement to the VRF Services of Texas Planned Maintenance Agreement

The following is the list of equipment VRF SERVICES will be providing services for, which is derived from Mechanical Planset dated 10/05/18, provided by Stream Realty. Plans pages M801-4 attached at end.

SCHEDULE A – Equipment to be Serviced

The following is the schedule of equipment to be serviced under Schedule A of the contract:

Year 1 Equipment Schedule			
QTY	Equipment	Activity	On-Site Visits Per Year
4	VRV Heat Recovery Condensing Units	REYQ	2
6	VRV Heat Pump Condensing Units	RXYQ	2
27	VRV Branch Selector Boxes	BSVQ	2
10	VRV Wall Mounted AHU	FXAQ	2
13	VRV Cassette AHU	FXFQ	2
33	VRV Ceiling Concealed AHU	FXMQ	2
7	VRV OAU	FXMQ*MF	2
1	VRV Central Controller	DCM601A71	2
63	VRV Local Controller	BRC1E72	2
2	Mini-Split / SkyAir	Various	2

FILTER MEDIA / CHANGES EXCLUDED

Schedule A: SCOPE OF WORK

PLANNED ON-SITE MAINTENANCE – OUTDOOR CONDENSING UNITS

Listed below are the basic planned maintenance procedures to be performed by VRF Services on condensing units. Procedures will be performed where applicable.

Utilize proprietary manufacturer equipment diagnostic software to gather detailed system performance data.

General

Check compressor isolators.

Check integrity of all panels on equipment.

Check fan blades.

Electrical

Check control system and devices for evidence of proper operation. Components needing adjustment repair or replacement will be noted.

Check control box for dirt, debris or loose terminations.

Check motor contactor for signs of pitting or other signs of damage. (As Applicable)

Refrigerant System

Check refrigerant system pressures and/or temperatures.

Inspect air-cooled condenser surfaces. Clean as needed to ensure proper operation.

Check compressor oil level and/or pressure on refrigerant systems having oil level and/or pressure measurement means.

Check coil fins for evidence of build up or fouling.

Check for fouling, corrosion or degradation.

Unit Operation

Complete operating log of temperatures, pressures, voltages and amperages via Service Checker.

Provide written report to customer representative following each regular inspection.

Schedule A SCOPE OF WORK – Tasking to be completed – Cont'd

PLANNED MAINTENANCE – Indoor Fan Coil Units

Listed below are the basic planned maintenance procedures to be performed by VRF Services on fan coils. Procedures will be performed where applicable. All work is done in accordance with industry standards as set forth in ANSI/ASHRAE/ACCA Standard 180-2008.

Utilize proprietary Daikin VRV equipment diagnostic software to gather detailed system performance data.

General

Check air filter and housing integrity.
Check unit for noise and vibration.
Tighten all setscrews on fans.
Check integrity of all panels on equipment. Replace fasteners as needed to ensure proper integrity and fit/finish of equipment.
Check and clean fan blades (as needed).
Lubricate field serviceable bearings.
Check all valves and valve actuators
Clean exterior of the unit (Cassette and Wall mount units only).

Electrical

Check control system and devices for evidence of proper operation. Components needing adjustment repair or replacement will be noted.
Tighten all electrical connections
Check control box for dirt, debris or loose terminations. Clean and tighten as needed.

Coils

Check for proper operation of cooling and/or heating coils.
Check cooling/heating coil for evidence of build up or fouling.
Inspect for evidence of moisture carryover beyond the drain pan from cooling coils.
Visually inspect areas of moisture accumulation for biological growth.
Check condensate pump for proper operation.
Check drain pan, drain line and coil for biological growth. Clean as needed
Check P-trap. Prime as needed to ensure proper operation(FXTQ models only).

Check refrigerant system pressures and/or temperatures. Report if outside of recommended levels.

Unit Operation

Complete operating log of temperatures, voltages and amperages.
Provide written report to customer representative following each regular inspection.

Schedule A

PLANNED MAINTENANCE – Additional Negotiated Scope

Any additional scope specific to this job that was negotiated with the customer:

None.

PLANNED MAINTENANCE SERVICE AGREEMENT

TERMS AND CONDITIONS

2. Definitions

- 2.1 **Covered Equipment** means the equipment for which services are to be provided under this agreement. Covered Equipment
- 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 Schedule A 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.

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 the Customer the 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 abused, altered, misused, has not been properly and reasonably maintained or has been repaired by anyone other than VRF SERVICES. To obtain assistance under this limited warranty, please contact Heat Transfer Solutions, 3350 Yale Street, Houston, TX 77018; (832) 328-1010. **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.**

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 is 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.

PLANNED MAINTENANCE SERVICE AGREEMENT

TERMS AND CONDITIONS

6. Customer Obligations and Commitments to VRF SERVICES

- 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 performance obligations impacted by such failure and may result in additional service charges.

7. Terms and Provisions of Charge Account Agreement

- 7.1 **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, to the extent allowed by law.
- 7.2 **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.
- 7.3 **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.

8. Changes to Customer Equipment

- 8.1 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.

9. Access

- 9.1 The Customer will give VRF SERVICES Preventive 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.

PLANNED MAINTENANCE SERVICE AGREEMENT

TERMS AND CONDITIONS

10. Exclusions

10.1 VRF SERVICES' services under this Agreement do not include:

- 10.1.1 Supplies, accessories, or any items normally consumed during the use of Covered Equipment;
- 10.1.2 Calls resulting from lack of operator level preventive maintenance, site-related problems, operator error or owner training requirements;
- 10.1.3 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;
- 10.1.4 The furnishing of materials and supplies for painting or refinishing equipment;
- 10.1.5 Electrical work to the Customer's facility necessary because of equipment;
- 10.1.6 Service call resulting from attachments made to Covered Equipment or other equipment not covered by this Agreement;
- 10.1.7 The repair or replacement of ductwork, casings, cabinets, structural supports, tower fill/slots/basin, hydronic and pneumatic piping, and vessels, gaskets, and piping not normally replaced or maintained on a scheduled basis, and removal of oil from pneumatic piping;
- 10.1.8 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;
- 10.1.9 Work caused by any operation of, adjustments to, or repairs to, Covered Equipment by others not authorized in writing in advance by VRF SERVICES;
- 10.1.10 Work caused by the negligence of others, including but not limited to equipment operators and water treatment companies;
- 10.1.11 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;
- 10.1.12 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 PCB's.
- 10.1.13 Damage of any kind to any equipment due to any moisture or other potential issues relating to the humidifiers listed in this agreement.
- 10.1.14 Rust on any component;
- 10.1.15 Repair/replacement of any copper or aluminum or any other type refrigerant lines or connecting devices, including any special connecting devices or fittings.

PLANNED MAINTENANCE SERVICE AGREEMENT

TERMS AND CONDITIONS

11. VRF Services' Equipment

- 11.1 VRF SERVICES may provide 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 term, or upon termination of, this Agreement.

12. Indemnity

- 12.1 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 gross 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.

13. Limitation of Liability

- 13.1 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.

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

14. Asbestos and Hazardous Materials

- 14.1 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.

15. Assessment

- 15.1 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.

16. Renewal Price Adjustment

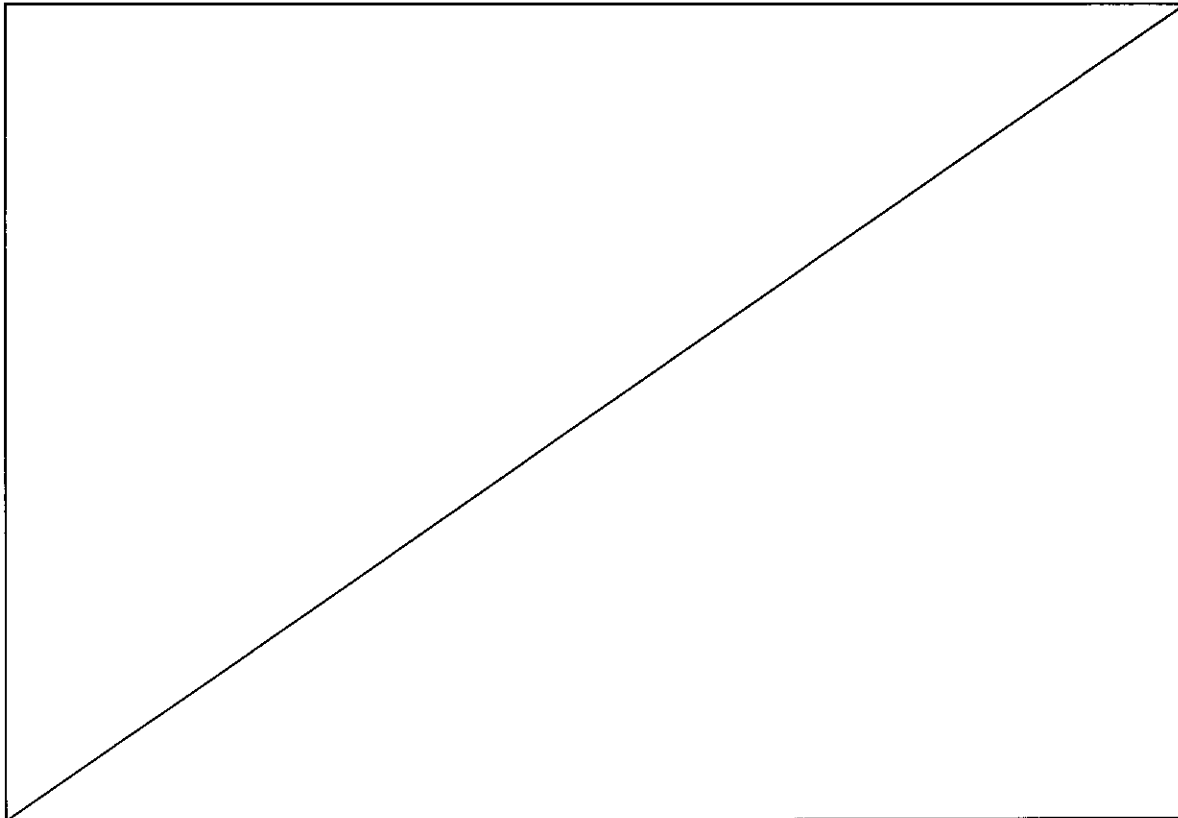
- 16.1 VRF SERVICES will provide the customer with notice of any adjustments in the Agreement price applicable to a renewal period no later than thirty (30) days prior to the commencement of that renewal period. Unless the Customer terminates the Agreement as provided in the Term/Automatic Renewal provision of this Agreement, the adjusted price shall be the price for the renewal period.

PLANNED MAINTENANCE SERVICE AGREEMENT

TERMS AND CONDITIONS

17. Miscellaneous Provisions

- 17.1 Any notice that is required to be given under this Agreement must be in writing and sent to the party at the address or email address noted on the first page of this Agreement.
- 17.2 This Agreement cannot be transferred or assigned by either party without prior written consent of either party.
- 17.3 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.
- 17.4 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.
- 17.5 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.
- 17.6 Should any change to relevant regulations, laws, or codes substantially affect VRF SERVICES' services or obligations, the Customer agrees to negotiate with VRF SERVICES for appropriate changes to the scope or price of this Agreement or both.



END OF DOCUMENT



Bliss Lighting
1603 E. Main St., Ste.H
Fredericksburg, TX 78624
(830) 383-1088
blisslightingtx@gmail.com

Estimate

1804

DATE: 8/04/2025

PAGE #Page 1 of 2

CUSTOMER: Radovan, Marissa
TX

SHIP TO:

707.363.8454

SALESPERSON Elisa

Room	Part Number	Description	Ordered	Price	Total
		Six Light Pendant - Dark	13	911.92	11,854.96
	FAL-9692-35-DBRZ	Bronze			
	S12415	8 Watt LED A19; Clear; Medium Base; 3000K; 90 CRI; 120 Volt	78	4.88	380.64
		Eight Light Pendant - Matte	9	1,967.17	17,704.53
	FAL-9694-35-MBLK	Black			
	S12415	8 Watt LED A19; Clear; Medium Base; 3000K; 90 CRI; 120 Volt	72	4.88	351.36
	5450-1-86	One Light Wall Mount - Oiled Bronze	2	70.88	141.76
	S12415	8 Watt LED A19; Clear; Medium Base; 3000K; 90 CRI; 120 Volt	2	4.88	9.76
	S9635	11.5 Watt; LED BR40; 3000K; 103 deg. Beam Angle; Medium base; 120 Volt; Dimmable	24	8.35	200.40
	HT8-WT	H SERIES 8FT TRACK W/ 2 ENDCAPS	4	66.07	264.28
	HFC-WT	H SERIES FLOATING CANOPY CONNECTOR	4	23.55	94.20
	H-7011-930-WT	OCULUX TRACK HEAD - 11W 3000K CRI 90	20	73.24	1,464.80

CONTINUED NEXT PAGE

NOTICE: All items in this packet are working drafts and contingent upon Commissioners Court approval

Room	Part Number	Description	Ordered	Price	Total
	S11665	15 Watt T8 LED; 48 Inch; 30K/35K/40K/50K/65K CCT Selectable; Low Optical Flicker (less than 5%); Medium Bi Pin Base; Type B Ballast Bypass; 120-277 Volt; Frost Finish	11	12.05	132.55
	S11661	12 Watt T8 LED; 36 Inch; 30K/35K/40K/50K/65K CCT Selectable; Low Optical Flicker (less than 5%); Medium Bi Pin Base; Type B Ballast Bypass; 120-277 Volt; Frost Finish	9	12.05	108.45
	LED-T2435-1-40-W	InvisiLED® Pro 24V Tape Light System	2	938.62	1,877.24
	EN-24100-RB2-T	InvisiLED® Lite/Pro/Pro2/Pro3 120V/24VAC Enclosed Class 2 Remote Transformer	7	83.40	583.80
	EN-D24100-120-R	24VDC/100W 120V DIMMER AND DRIVER	7	233.02	1,631.14
	LED-T-CH6-BK	Black Channel Angled Recessed Mount	16	62.92	1,006.72
	S11234	5 Watt; JCD LED; Clear; 3000K; G9 Base; 120 Volt	42	8.58	360.36
	LED-T2430L-5-WT	LED Tape Light in White	5	84.97	424.85
	LED-TC-EC	Connector in Black	7	4.65	32.55

Sub Total	\$38,624.35
Sales Tax 8.25%	\$0.00
Total	\$38,624.35

This Estimate is good for 30 days and prices are subject to change. Customer is responsible for all applicable freight charges.

This Estimate includes items for special order, and require a nonrefundable deposit of 50%. Returns accepted only in original unopen box and are subject to a 25% restocking fee plus freight. Open boxes are nonreturnable.

NOTICE: All items in this packet are working drafts and contingent upon Commissioners Court approval

QUOTE

MARISSA RADOVAN - INTERIOR DESIGN

DATE 8/22/2025

Project: PIONEER LIBRARY

Marissa Radovan

707.363.8454

Mariss.Radovan@gmail.com

INVOICE NO. MR - 102

ARTIST	SHIPPING COST		TOTAL
CASA LOLA Double-Round Alabaster Chandelier - 48"			\$5,600.00
			

Remarks / Pnstructions:

SUBTOTAL \$5800.00

SALES TAX
(8.25%) 462.00

SHIPPING 0

TOTAL \$6,062.00

NOTICE: All items in this packet are working drafts and contingent upon Commissioners Court approval



8-20-2025

Collazo Electric has been given an opportunity to bid on Lighting upgrades throughout the Library.

Electrical needs

13 Chandeliers on the first floor need taken down and replaced
The new Chandeliers will need to be assembled on site

9 Chandeliers on the second floor need taken down and replaced

2 Wall fixtures are to be replaced at top of stairs

23 existing cans need new bulbs

Book shelves will need new lamps installed, as well as new
Tape lighting installed on top of lighted book shelves

The main hall will need track lighting installed if possible.
The track lights shall come on with existing main hall lights

Total estimated cost \$12,800

Danny Collazo
1305 Cedar Drive
Kerrville TX 78028
830-928-5042



1800-A Broadway
Kerrville, TX 78028

[830-257-2425](tel:830-257-2425)
Fax:



hillcountrylighting.com



sales@hillcountrylighting.com

PIONEER MEMORIAL LIBRARY - 08/22/2025

\$51,779.24
Total

Subtotal: \$47,833.02
Tax 8.25%: \$3,946.22

Peggy Hudson
phudson@hillcountrylighting.com
Consultant

MARISA RADOVAN
Name

707.363.8454
Phone

MARISS.RADOVAN@GMAIL.COM
Email

08/22/2025
Date Started

08/22/2025
Date Printed

9/21/2025
Expires on

23
Number of Items

322
Total Quantity



Manufacturer #: **CLFRT05820**
Description: **DOUBLE ROUND ALABASTER CHANDELIER**

\$5,520.00

Quoted Price: **\$5,520.00**

Qty: **1**

Notes CASALOLA - ITALY

Ins. 1st FLOOR CENTER LOBBY



Item ID: **2400457** Bulbs: **x T4 5.00 W**
Manufacturer: **Satco ()**
MFG #: **S11234**
12430 items in manufacturer stock (as of 8/22/2025 1:01:19 AM)

\$357.84
(\$8.52 each)

List Price: ~~\$46.35~~
You Save: **\$328.86**
Quoted Price: **\$8.52**

Qty: **42**
6454501

Notes

Ins. 1st FLOOR CENTER LOBBY



Item ID: **420520** WxH: **27.00" x 30.00"**
Manufacturer: **Justice Designs ()** Bulbs: **6 x A19 75.00 W**
MFG #: **FAL-9692-35-DBRZ**
No available items in manufacturer stock

\$13,849.68
(\$1,065.36 each)

List Price: ~~\$4,737.00~~
You Save: **\$8,731.32**
Quoted Price: **\$1,065.36**

Qty: **13**
645790001

Notes 24" DIA

Ins. 1st FLOOR



Item ID: **2215137** WxH: **2.36" x 4.02"**
Manufacturer: **Satco ()** Bulbs: **x A19 8.20 W**
MFG #: **S12420**
9345 items in manufacturer stock (as of 8/22/2025 1:01:19 AM)

\$444.60
(\$5.70 each)

List Price: ~~\$9.30~~
You Save: **\$280.80**
Quoted Price: **\$5.70**

Qty: **78**
6431001

Notes

Ins. 1st FLOOR PENDANTS



Item ID: **420523** WxH: **39.00" x 48.00"**
Manufacturer: **Justice Designs ()** Bulbs: **8 x A19 75.00 W**
MFG #: **FAL-9694-35-MBLK**
No available items in manufacturer stock

\$20,683.44
(\$2,298.16 each)

List Price: ~~\$3,747.00~~
You Save: **\$13,039.56**
Quoted Price: **\$2,298.16**

Qty: **9**
6412490001








Notes 36" DIA ITEM# FAL-9694-35-DBRZ

Ins. 2nd FLOOR



NOTICE: All items in this packet are working drafts and contingent upon Commissioners Court approval

	<p>Item ID: 2215137 WxH: 2.36" x 4.02" Manufacturer: Satco () Bulbs: x A19 8.20 W MFG #: S12420 9345 items in manufacturer stock (as of 8/22/2025 1:01:19 AM)</p>	<p>\$410.40 (\$5.70 each) List Price: \$9.30 You Save: \$259.20 Quoted Price: \$5.70 Qty: 72 6431001</p>
	Notes	Ins. 2nd FLOOR PENDANTS
	<p>Item ID: 047656 WxH: 5.50" x 25.00" Manufacturer: Quorum () Bulbs: 1 x 100.00 W MFG #: 5450-1-86 43 items in manufacturer stock (as of 8/22/2025 1:19:08 AM)</p>	<p>\$165.60 (\$82.80 each) List Price: \$436.00 You Save: \$104.40 Quoted Price: \$82.80 Qty: 2 64450001</p>
	Notes	Ins. 2nd FLOOR SCONCES
	<p>Item ID: 2221750 WxH: 2.36" x 4.02" Manufacturer: Satco () Bulbs: x A19 8.00 W MFG #: S12415 30939 items in manufacturer stock (as of 8/22/2025 1:01:19 AM)</p>	<p>\$11.40 (\$5.70 each) List Price: \$9.30 You Save: \$7.20 Quoted Price: \$5.70 Qty: 2 6431001</p>
	Notes	Ins.
	<p>Item ID: 916572 WxH: 5.00" x 6.44" Manufacturer: Satco () Bulbs: x BR40 11.50 W MFG #: S9635 3137 items in manufacturer stock (as of 8/22/2025 1:01:19 AM)</p>	<p>\$9.75 List Price: \$45.90 You Save: \$6.15 Quoted Price: \$9.75 Qty: 1 6453001</p>
	Notes FRONT DESK	Ins. 1st FLOOR RECESSED CAN
	<p>Item ID: 916572 WxH: 5.00" x 6.44" Manufacturer: Satco () Bulbs: x BR40 11.50 W MFG #: S9635 3137 items in manufacturer stock (as of 8/22/2025 1:01:19 AM)</p>	<p>\$165.75 (\$9.75 each) List Price: \$45.90 You Save: \$104.55 Quoted Price: \$9.75 Qty: 17 6453001</p>
	Notes	Ins. 2nd FLOOR RECESSED CAN
	<p>Item ID: 137225 WxH: 16.70" x 34.20" Manufacturer: W.A.C. Lighting () Bulbs: 1 x 1920.00 W MFG #: HT8-WT 8288 items in manufacturer stock (as of 8/22/2025 3:14:18 AM)</p>	<p>\$115.82 (\$57.91 each) List Price: \$425.85 You Save: \$135.88 Quoted Price: \$57.91 Qty: 2 64419501</p>
	Notes	Ins. CORRIDOR 104
	<p>Item ID: 728392 WxH: 5.24" x 5.24" Manufacturer: W.A.C. Lighting () MFG #: HFC-WT 3322 items in manufacturer stock (as of 8/22/2025 3:14:18 AM)</p>	<p>\$40.38 (\$20.19 each) List Price: \$44.85 You Save: \$49.32 Quoted Price: \$20.19 Qty: 2 64149501</p>
	Notes	Ins. CORRIDOR 104

NOTICE: All items in this packet are working drafts and contingent upon Commissioners Court approval

	<p>Item ID: 908603 WxH: 2.38" x 6.38" Manufacturer: W.A.C. Lighting () Bulbs: 1 x Module 11.00 W MFG #: H-7011-930-WT 661 items in manufacturer stock (as of 8/22/2025 3:14:18 AM)</p>	<p>\$772.30 (\$77.23 each) List Price: \$439.50 You Save: \$622.70 Quoted Price: \$77.23 Qty: 10 64465001</p>
	Notes	Ins. CORRIDOR 104
	<p>Item ID: 137225 WxH: 16.70" x 34.20" Manufacturer: W.A.C. Lighting () Bulbs: 1 x 1920.00 W MFG #: HT8-WT 8288 items in manufacturer stock (as of 8/22/2025 3:14:18 AM)</p>	<p>\$115.82 (\$57.91 each) List Price: \$425.85 You Save: \$135.88 Quoted Price: \$57.91 Qty: 2 64419501</p>
	Notes	Ins. CORRIDOR 109
	<p>Item ID: 728392 WxH: 5.24" x 5.24" Manufacturer: W.A.C. Lighting () MFG #: HFC-WT 3322 items in manufacturer stock (as of 8/22/2025 3:14:18 AM)</p>	<p>\$40.38 (\$20.19 each) List Price: \$44.85 You Save: \$49.32 Quoted Price: \$20.19 Qty: 2 64149501</p>
	Notes	Ins. CORRIDOR 109
	<p>Item ID: 908603 WxH: 2.38" x 6.38" Manufacturer: W.A.C. Lighting () Bulbs: 1 x Module 11.00 W MFG #: H-7011-930-WT 661 items in manufacturer stock (as of 8/22/2025 3:14:18 AM)</p>	<p>\$772.30 (\$77.23 each) List Price: \$439.50 You Save: \$622.70 Quoted Price: \$77.23 Qty: 10 64465001</p>
	Notes	Ins. CORRIDOR 109
	<p>Item ID: 2182137 Bulbs: x T8 15.00 W Manufacturer: Satco () MFG #: S11665 39 items in manufacturer stock (as of 8/22/2025 1:01:19 AM)</p>	<p>\$154.88 (\$14.08 each) List Price: \$22.95 You Save: \$97.57 Quoted Price: \$14.08 Qty: 11 6476501</p>
	Notes 47"	Ins. 1st FLOOR BOOK CASES
	<p>Item ID: 2182138 Bulbs: x T8 12.00 W Manufacturer: Satco () MFG #: S11661 1238 items in manufacturer stock (as of 8/22/2025 1:01:19 AM)</p>	<p>\$126.72 (\$14.08 each) List Price: \$22.95 You Save: \$79.83 Quoted Price: \$14.08 Qty: 9 6476501</p>
	Notes 36"	Ins. 2nd FLOOR
	<p>Item ID: 2435782 WxH: 0.38" x 0.13" Manufacturer: W.A.C. Lighting () Bulbs: 480 x Module 3.00 W MFG #: LED-T2435-1-40-WT 25 items in manufacturer stock (as of 8/22/2025 3:14:18 AM)</p>	<p>\$1,974.22 (\$987.11 each) List Price: \$1,787.85 You Save: \$1,601.48 Quoted Price: \$987.11 Qty: 2 645959501</p>
	Notes 40' ROLL CHECK ON QTY.	Ins. 1st FLOOR ABOVE BOOKCASES

NOTICE: All items in this packet are working drafts and contingent upon Commissioners Court approval

	<i>Item ID:</i> 348473 <i>Manufacturer:</i> W.A.C. Lighting () <i>MFG #:</i> LED-T2430L-5-WT	<i>WxH:</i> 0.38" x 0.13" <i>Bulbs:</i> 60 x Module 10.00 W	\$445.95 <i>(\$89.19 each)</i>
	504 items in manufacturer stock (as of 8/22/2025 3:14:18 AM)		List Price: \$461.85 You Save: \$363.30 Quoted Price: \$89.19
Notes ADDITIONAL 25'		Qty: 5 64539501	
Ins. 1st FLOOR ABOVE BOOKCASES			
	<i>Item ID:</i> 137961 <i>Manufacturer:</i> W.A.C. Lighting () <i>MFG #:</i> LED-TC-EC	<i>WxH:</i> 0.25" x 0.19"	\$31.85 <i>(\$4.55 each)</i>
	415 items in manufacturer stock (as of 8/22/2025 3:14:18 AM)		List Price: \$8.85 You Save: \$30.10 Quoted Price: \$4.55
Notes		Qty: 7 6429501	
Ins. 1st FLOOR ABOVE BOOKCASES			
	<i>Item ID:</i> 2031525 <i>Manufacturer:</i> W.A.C. Lighting () <i>MFG #:</i> LED-T-CH6-BK	<i>WxH:</i> 1.06" x 0.56"	\$1,059.04 <i>(\$66.19 each)</i>
	217 items in manufacturer stock (as of 8/22/2025 3:14:18 AM)		List Price: \$149.85 You Save: \$858.56 Quoted Price: \$66.19
Notes CHECK ON QTY.		Qty: 16 64399501	
Ins. 1st FLOOR ABOVE BOOKCASES			
	<i>Item ID:</i> 728307 <i>Manufacturer:</i> W.A.C. Lighting () <i>MFG #:</i> EN-24100-RB2-T	<i>WxH:</i> 1.63" x 1.13"	\$564.90 <i>(\$80.70 each)</i>
	3846 items in manufacturer stock (as of 8/22/2025 3:14:18 AM)		List Price: \$458.85 You Save: \$547.05 Quoted Price: \$80.70
Notes CHECK ON QTY.		Qty: 7 64529501	
Ins. 1st FLOOR ABOVE BOOKCASES			

Perkins Electric, LLC.
P.O. Box 1224
Ingram, TX. 78025
TECL 21407

Estimate

Work description:

- wiring for & installing (4) 8 ft. track lights in front entry: 900.00
- replacing can light bulbs with LED bulbs throughout library: 600.00
- replacing (2) wall sconces: 300.00
- replacing chandelier/pendant lights upstairs & downstairs: 3,600.00
- installing tape lighting on top of bookcases: 2,700.00

Total Estimate: 8,100.00

Customer supplying all lights.

Thank you!

Credenza
Digital Signage
2 Roku TVs
2 Mobile TV Stands
Circuit cutting mat
Book-This Could Be Forever
2 copies book Theo of Golden
2 Curved Menu Boards
Curved Floor Stand



11215 N Weidner Rd
SAN ANTONIO, TX 78233
P:(210) 646-6225
www.brucknertruck.com



BILL TO
GILLESPIE COUNTY - 212350
101 W MAIN ST UNIT 4
FREDERICKSBURG, TX 78624
P: (830) 997-7502

DELIVER TO
GILLESPIE COUNTY - 212350
2254 N US HIGHWAY 87
FREDERICKSBURG TX 78624
P: (830) 997-7502

ESTIMATE: EP135023046

ESTIMATE: XA135063642:01

DATE SHIPPED	SHIP VIA	DATE INVOICE	SALESPERSON	DELIVERY ZONE	VIN	SALE TYPE	TERMS	CUSTOMER PO#
9/8/2025	CUSTOMER PICK UP		K Roberds			PRET	CB	

QTY SHP	QTY B/O	ITEM	DESCRIPTION	BIN	UNIT PRICE	EXTD PRICE
1		135X/UNTFS6206A	REMAN FULLER TRANS ASSY	NOLOC	3,988.24	3,988.24
1		135X/UNTFS6206A-CORE	REMAN FULLER TRANS ASSY CORE	NOLOC	2,012.20	2,012.20
1		135X/SP/107683-5	CLUTCH ASSY	NOLOC	643.75	643.75
1		135X/DIAMOND COVERAGE	DIAMOND WARRANTY	NOLOC	625.00	625.00
1		135X/NTN6206ZZ	BEARING	NOLOC	21.95	21.95
1		135X/SP/127740	CLUTCH BRAKE	NOLOC	27.59	27.59
1		135X/15028478F	FLYWHEEL	NOLOC	693.77	693.77
1		135X/TG6SF6312C1BH	MUNCIE PTO	NOLOC	902.66	902.66
1		FRT	FREIGHT		118.00	118.00

ESTIMATE

DISCLAIMER OF WARRANTIES

Any warranties on the products sold here are made by the manufacturer. The Seller, Bruckner's Truck & Equipment, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and Bruckner's Truck & Equipment neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

The Buyer agrees to make payment of all obligations set forth herein at

11215 N Weidner Rd SAN ANTONIO, TX 78233

There will be a service charge of .833%/month on past due accounts.

RETURN POLICY

No returns without original purchase invoice

No returns on Special Order items after 15 days, and a 15% restock fee will be assessed

15% restocking charge on in-stock items held over 90 days

No returns on electrical parts

No returns on opened kits

No credit on parts in a non-resalable condition

Cores must be returned in 120 days, or no credit will be issued

Returned cores must meet manufacturer's acceptance guidelines

Returns on all warranty parts are subject to manufacturer's approval

Items purchased with a check will be refunded with a check after 10 working days

SUB-TOTAL	\$ 8,915.16
TAX	\$ 0.00
PREPAY	\$ 0.00
FREIGHT	\$ 118.00
TOTAL	\$ 9,033.16

Please Remit Payment to:

Bruckner's Truck & Equipment
Corporate Billing LLC
Dept 100 P.O. Box 830604
Birmingham, AL 35283

SIGNATURE X _____

NOTICE: All items in this packet are working drafts and contingent upon Commissioners Court approval