

REGULAR MEETING – September 14, 2021

On this the 14th day of September 2021 at 9:00 A.M. the Honorable Commissioners Court of Blanco County convened in a REGULAR MEETING at a regular meeting place thereof in the Courthouse in Johnson City with the following members to-wit:

BRETT BRAY	COUNTY JUDGE
TOMMY WEIR	COMMISSIONER PCT. 1
EMIL UECKER	COMMISSIONER PCT. 2
CHRIS LIESMANN	COMMISSIONER PCT. 3
PAUL GRANBERG	COMMISSIONER PCT. 4
LAURA WALLA	COUNTY CLERK

Draft

ITEM 1 – Call to Order and Roll Call.

JUDGE BRAY – YES.
COMMISSIONER WEIR – YES.
COMMISSIONER UECKER – YES.
COMMISSIONER LIESMANN – YES.
COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

ITEM 2 – Pledge of Allegiance

Public Hearing on Tax Rate

ITEM 3 – The general public and any other interested parties or persons are invited to attend and make comments regarding the Proposed Tax Rate for FY 2021-22.

D’Anne Welch addressed the courts on Item 14 – Against.

ITEM 4 – Discussion of the Proposed Tax Rate for FY 2021-22.

Return to Regular Meeting

ITEM 5 – PUBLIC COMMENTS – opportunity for the general public to address the Court on any matter. Comments are limited to 3 minutes.

D’Anne Welch addressed the courts on Agenda Items #33/28 – Against.

Davy Roberts addressed the courts on public comments. Thanked the courts.

ITEM 6 – Consider approval of minutes of prior Commissioners Court meeting(s). Vote on any action taken. (Judge Bray)

COMMISSIONER WEIR made the motion to dispense with the reading of the minutes and to approve them as presented, seconded by Commissioner Uecker. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR - YES.

COMMISSIONER UECKER – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

ITEM 7 – Consider approval of the estimated September 2021 payroll. Vote on any action taken. (Judge Bray)

COMMISSIONER LIESMANN made the motion to approve the estimated September 2021 payroll in the amount of \$371,375.76, seconded by Commissioner Granberg. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR - YES.

COMMISSIONER UECKER – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

ITEM 8 – Consider approval of the official reports. Vote on any action taken. (Judge Bray)

COMMISSIONER GRANBERG moves that we approve the official reports, seconded by Commissioner Weir. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR - YES.

COMMISSIONER UECKER – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

ITEM 9 – Consider ratifying or approving line-item transfers as presented. Vote on any action taken. (Judge Bray)

COMMISSIONER WEIR made the motion approving the line-item transfers as presented, seconded by Commissioner Uecker. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR - YES.

COMMISSIONER UECKER – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

ITEM 10 – Consider approval of the outstanding bills. Vote on any action taken. (Judge Bray)

COMMISSIONER LIESMANN made the motion approving the outstanding bills in the amount of \$560,053.50, seconded by Commissioner Granberg. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR - YES.

COMMISSIONER UECKER – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

ITEM 11 – Presentation by David McCullough with Hill Country Wireless regarding “Terragraph Mesh” aka Ultra-High-Speed Internet. Informational item only. (Judge Bray)

ITEM 12 – Consider re-appointment of Judge Bray as Blanco County’s representative on the 2022 Executive Committee at CAPCOG. Vote on any action taken. (Judge Bray)

COMMISSIONER LIESMANN made the motion to re-appoint Judge Bray as Blanco County’s representative on the 2022 Executive Committee at CAPCOG, seconded by Commissioner Granberg. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR - YES.

COMMISSIONER UECKER – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

ITEM 13 – Consider approval of a notice authorizing and establishing election day polling sites and scheduled for the November 2, 2021, special constitutional amendment election pursuant to Ch. 43 and Section 42.008(a) of the Texas Election Code. Vote on any action taken.
(Judge Bray & TAC Spies)

COMMISSIONER LIESMANN made the motion to approve the notice authorizing and establishing election day polling sites and scheduled for the November 2, 2021, special constitutional amendment election pursuant to Ch. 43 and Section 42.008(a) of the Texas Election Code, seconded by Commissioner Weir. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR - YES.

COMMISSIONER UECKER – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

ITEM 14 – Consider formation and appointment of a committee to consider re-opening Precinct 304 and not re-applying for countywide voting. Vote on any action taken. (Judge Bray & TAC Spies)

COMMISSIONER LIESMANN made the motion to create the formation and committee to consider re-opening Precinct 302 and not re-applying for countywide voting, Kristen Spies to be the chairperson with a deadline date of 12-31-21, seconded by Commissioner Weir. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER UECKER – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER GRANBERG – YES. MOTION CARRIED. 58/0

ITEM 15 – Consider authorization for the County Judge to sign the “Amendment 1 to Capital Council of Governments Interlocal Agreement for 9-1-1 Geographic Information System Database Management”. Vote on any action taken. (Judge Bray)

COMMISSIONER LIESMANN made the motion authorizing the County Judge to sign the “Amendment 1 to Capital Council of Governments Interlocal Agreement for 9-1-1 Geographic Information System Database Management”, seconded by Commissioner Uecker. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR - YES.

COMMISSIONER UECKER – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

ITEM 16 – Consider authorization for the County Judge to sign the updated Interlocal Cooperation Agreement for Prisoner Housing between Blanco County and Kendall County. This agreement will become effective 10-01-2021. Vote on any action taken. (Judge Bray & Sheriff Jackson)

COMMISSIONER WEIR made the motion authorizing the County Judge to sign the updated Interlocal Cooperation Agreement for Prisoner Housing between Blanco County and Kendall County. This agreement will become effective 10-01-2021, seconded by Commissioner Granberg. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR - YES.

COMMISSIONER UECKER – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

ITEM 17 – Consider authorization for the County Judge to sign the updated Interlocal Cooperation Agreement for Prisoner Housing between Blanco County and Burnet County. This agreement will become effective 10-01-2021. Vote on any action taken. (Judge Bray & Sheriff Jackson)

COMMISSIONER LIESMANN made the motion authorizing the County Judge to sign the updated Interlocal Cooperation Agreement for Prisoner Housing between Blanco County and Burnet County. This

agreement will become effective 10-01-2021, seconded by Commissioner Granberg. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR - YES.

COMMISSIONER UECKER – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

ITEM 18 – Consider authorization for the County Judge to sign the updated Interlocal Cooperation Agreement for Prisoner Housing between Blanco County and Hays County. This agreement will become effective 10-01-2021. Vote on any action taken. (Judge Bray & Sheriff Jackson)

COMMISSIONER WEIR made the motion authorizing the County Judge to sign the updated Interlocal Cooperation Agreement for Prisoner Housing between Blanco County and Hays County. This agreement will become effective 10-01-2021, seconded by Commissioner Granberg. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR - YES.

COMMISSIONER UECKER – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

ITEM 19 – Consider authorization for the County Judge to sign an Interlocal Agreement with Blanco County ESD#2 to provide personnel to enforce the Blanco County Fire Code. Vote on any action taken. (Judge Bray & Commissioner Liesmann)

COMMISSIONER LIESMANN made the motion authorizing the County Judge to sign an Interlocal Agreement with Blanco County ESD#2 to provide personnel to enforce the Blanco County Fire Code, seconded by Commissioner Uecker. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR - YES.

COMMISSIONER UECKER – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

ITEM 20 – Discussion and possible action to engage Scott Shellhase, SLS Partnership, for concept design/drawings for the Exhibit Hall and consult on project management. Vote on any action taken. (Judge Bray, Commissioner Liesmann & Treasurer Swift)

COMMISSIONER LIESMANN made the motion to engage Scott Shellhase, SLS Partnership, for concept design/drawings for the Exhibit Hall and consult on project management, seconded by Commissioner Uecker. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.
COMMISSIONER WEIR - YES.
COMMISSIONER UECKER – YES.
COMMISSIONER LIESMANN – YES.
COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

ITEM 21 – Discussion and possible action to engage Scott Shellhase, SLS Partnership, for recommendations/design/drawings for the necessary repairs of the Courthouse Cupola/Roof and consult on project management. Vote on any action taken. (Judge Bray)

COMMISSIONER LIESMANN made the motion to engage Scott Shellhase, SLS Partnership, for recommendations/design/drawings for the necessary repairs of the Courthouse Cupola/Roof and consult on project management, seconded by Commissioner Granberg. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.
COMMISSIONER WEIR - YES.
COMMISSIONER UECKER – YES.
COMMISSIONER LIESMANN – YES.
COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

ITEM 22 – Consider authorization for the Johnson City Garden Club to set up and sell Christmas ornaments on the first floor of the courthouse during Lights Spectacular. Vote on any action taken. (Judge Bray)

COMMISSIONER LIESMANN made the motion authorizing the Johnson City Garden Club to set up and sell Christmas ornaments on the first floor of the courthouse during Lights Spectacular with the bathrooms to be closed, seconded by Commissioner Uecker.

JUDGE BRAY – YES.
COMMISSIONER WEIR - YES.
COMMISSIONER UECKER – YES.
COMMISSIONER LIESMANN – YES.
COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

ITEM 23 – Consider approval to replat lots 5, 6, and 6B in Lake of the Hills subdivision. New lot to be known as lot 5A. Vote on any action taken. (Commissioner Weir)

COMMISSIONER WEIR made the motion to approve the replat of lots 5, 6 and 6B in Lake of the Hills subdivision, new lot to be known as lot 5A, seconded by Commissioner Granberg. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.
COMMISSIONER WEIR - YES.
COMMISSIONER UECKER – YES.
COMMISSIONER LIESMANN – YES.

COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

ITEM 24 – Consider order authorizing online instruction for Commissioners’ continuing education. Vote on any action taken. (Commissioner Uecker)

COMMISSIONER LIESMANN made the motion authorizing online instruction for Commissioners’ continuing education with the correction being made from the 86th to 87th, seconded by Commissioner Uecker. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR - YES.

COMMISSIONER UECKER – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

ITEM 25 – Consider de-annexation and cancellation of lots 1, 2, and 3 in the Live Oak Canon subdivision in accordance with Tx Local Gov’t Code 232.008(b). Vote on any action taken. Each attorney will be allotted 10 minutes. Vote on any action taken. (Commissioner Uecker)

This item passed on at this time.

ITEM 26 – Consider approval to replat lots 24 & 25 in the Pedernales Ranch Estates subdivision. New lots to be known as lots 24A-1, 24A-2, and 24A-3. Vote on any action taken. (Commissioner Liesmann)

COMMISSIONER LIESMANN made the motion to approve the replat of lots 24 & 25 in the Pedernales Ranch Estates subdivision. New lots to be known as lots 24A-1, 24A-2, and 24A-3 when all fees are paid, seconded by Commissioner Uecker. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR - YES.

COMMISSIONER UECKER – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

ITEM 27 – Presentation by Kim Winkler and Wade Langley of Hill Country Children’s Advocacy Center, discussion, and possible action regarding additional funding for the Center. Vote on any action taken. (Judge Bray)

COMMISSIONER GRANBERG moves that we consider providing the amount requested through the child safety fund, seconded by Commissioner Liesmann. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR - YES.

COMMISSIONER UECKER – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

ITEM 28 – Consideration and possible action with respect to the previously approved Order of The Commissioners’ Court of Blanco County, Texas Authorizing the Issuance And Sale Of The Blanco County, Texas, Limited Tax Note, Series 2021; Prescribing The Form Of The Note; Levying An Ad Valorem Tax To Pay The Note; Awarding The Sale Thereof; And Enacting Other Provisions Relating Thereto for the purpose of authorizing the levy of the ad valorem tax in such Order. Vote on any action taken. (Judge Bray)

COMMISSIONER LIESMAN made the motion to acknowledge the approval of the Order of The Commissioners’ Court of Blanco County, Texas Authorizing the Issuance And Sale Of The Blanco County, Texas, Limited Tax Note, Series 2021; Prescribing The Form Of The Note; Levying An Ad Valorem Tax To Pay The Note; Awarding The Sale Thereof; And Enacting Other Provisions Relating Thereto for the purpose of authorizing the levy of the ad valorem tax in such Order, seconded by Commissioner Weir. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.
 COMMISSIONER WEIR - YES.
 COMMISSIONER UECKER – YES.
 COMMISSIONER LIESMANN – YES.
 COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

ITEM 29 – Consider setting salaries for the elected officials for FY2021-22.

Elected Officials – full time	\$52,615
Elected Officials – part time (Constables 1 & 4)	\$26,758

Vote on any action taken. (Judge Bray) (record vote)

JUDGE BRAY – YES.
 COMMISSIONER WEIR – YES.
 COMMISSIONER UECKER – YES.
 COMMISSIONER LIESMANN – YES.
 COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

ITEM 30 – Consider setting base salaries for Fy2021-22.	Current	proposed w/COLA
Secretary/Clerk/Deputy Clerk		
Road Technician/Maintenance (non LEC)	\$31,500	\$32,681
Chief Deputy Clerk	\$33,628	\$34,489
Chief Deputy	\$50,000	\$51,875
Deputy, Lieutenant	\$44,100	\$45,754
Deputy, Sergeant	\$42,000	\$43,575
Deputy	\$40,000	\$41,500
Dispatcher, Lieutenant	\$38,325	\$39,792
Dispatcher, Sergeant	\$36,500	\$37,869
Dispatcher	\$33,072	\$34,312
Investigator	\$42,000	\$43,575
Jailer, Lieutenant	\$38,325	\$39,792
Jailer, Sergeant	\$35,700	\$37,039

Jailer	\$33,503	\$34,759
Office Administrator	\$35,000	\$36,313
Maintenance @ LEC	\$33,503	\$34,759

Vote on any action taken. (Judge Bray) (record vote)

COMMISSIONER LIESMANN made the motion accepting the base salaries with the cost-of-living allowance, seconded by Commissioner Granberg. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER UECKER – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

ITEM 31 – Consider on-going discussions regarding budget items for FY2021-22. Vote on any action taken. (Judge Bray)

No action taken on this item.

ITEM 32 – Consider adoption of the Blanco County budget for FY2021-22. Vote on any action taken. (Judge Bray) (record vote)

COMMISSIONER GRANBERG moves that we adopt as the Blanco County budget for FY2021-22 as presented, this also includes all previous modifications voted on earlier this morning, seconded by Commissioner Liesmann. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER UECKER – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

ITEM 33 – Consider adoption and setting the tax rate for FY2021-22 at \$0.3900.

a. Maintenance and Operations = \$0.3425

b. Debt Services (I&S) = \$0.0475

Vote on any action taken. (Judge Bray) (record vote)

a. COMMISSIONER LIESMANN made the motion to set the Maintenance and Operations tax rate at 34.25 cents per \$100 valuation, seconded by Commissioner Weir.

b. COMMISSIONER LIESMANN made the motion to set the Debt Services (I&S) tax rate at 4.75 cents per \$100 valuation.

Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER UECKER – YES.

COMMISSIONER LIESMANN – YES.
COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

ITEM 34 – Consider ratifying the tax increase of \$970,999 for FY2021-22. Vote on any action taken.
(Judge Bray) (record vote)

COMMISSIONER GRANBERG moves that the property tax rate be increased by the adoption of a tax rate of .39 cents per \$100, which is effectively a 7.5% increase in the tax rate. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.
COMMISSIONER WEIR – YES.
COMMISSIONER UECKER – YES.
COMMISSIONER LIESMANN – YES.
COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

ITEM 35 – Consider setting the homestead exemption at 1% of the appraised value with a minimum exemption of \$5000. Vote on any action taken. (Judge Bray) (record vote)

COMMISSIONER LIESMANN moves to set the homestead exemption at 1% of the appraised value with a minimum exemption of \$5000 dollars, seconded by Commissioner Granberg. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.
COMMISSIONER WEIR – YES.
COMMISSIONER UECKER – YES.
COMMISSIONER LIESMANN – YES.
COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

ITEM 36 – Consider approval for Precinct 1 Constable Fisher to appoint Josh Bucy as Reserve Constable per Tx Local Gov't Code 86.11. Vote on any action taken. (Judge Bray & Constable Fisher)

COMMISSIONER LIESMANN made the motion approving Precinct 1 Constable Fisher to appoint Josh Bucy as Reserve Constable per Tx Local Gov't Code 86.11, seconded by Commissioner Weir. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.
COMMISSIONER WEIR – YES.
COMMISSIONER UECKER – YES.
COMMISSIONER LIESMANN – YES.
COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

ITEM 37 – Acknowledge the administrative order setting compensation and expenses for court reporters for FY2021-22. Vote on any action taken. (Judge Bray & District Clerk Doyle)

COMMISSIONER LIESMANN made the motion acknowledging the administrative order setting compensation and expenses for court reporters for FY2021-22, seconded by Commissioner Uecker. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.
COMMISSIONER WEIR – YES.
COMMISSIONER UECKER – YES.
COMMISSIONER LIESMANN – YES.
COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

ITEM 38 – Acknowledge the administrative order setting compensation and expenses for Blanco County Auditor and Assistants for FY2021-22. Vote on any action taken. (Judge Bray & District Clerk Doyle)

COMMISSIONER LIESMANN made the motion acknowledging the administrative order setting compensation and expenses for Blanco County Auditor and Assistants for FY2021-22, seconded by Commissioner Granberg. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.
COMMISSIONER WEIR – YES.
COMMISSIONER UECKER – YES.
COMMISSIONER LIESMANN – YES.
COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

ITEM 39 – Acknowledge the administrative order re-appointing Shelly Wenmohs as County Auditor of Blanco County for a term of two (2) years effective October 1, 2021. Vote on any action taken. (Judge Bray & District Clerk Doyle)

COMMISSIONER LIESMANN gladly makes the motion acknowledging the administrative order re-appointing Shelly Wenmohs as County Auditor of Blanco County for a term of two (2) years effective October 1, 2021, seconded by Commissioner Granberg. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.
COMMISSIONER WEIR – YES.
COMMISSIONER UECKER – YES.
COMMISSIONER LIESMANN – YES.
COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

ITEM 40 – Consider resolution authorizing the County Grant of \$6000 to Meals on Wheels program for Blanco County for FY2021-22. Vote on any action taken. (Judge Bray)

COMMISSIONER LIESMANN made the motion authorizing the County Grant of \$6000 to Meals on Wheels program for Blanco County for FY2021-22, seconded by Commissioner Granberg. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.
COMMISSIONER WEIR – YES.

COMMISSIONER UECKER – YES.
COMMISSIONER LIESMANN – YES.
COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

ITEM 41 – Consider day of the week on which Commissioners' Court will convene in a regular term as required under Tx Local Gov't Code 81.05(1). Vote on any action taken. (Judge Bray)

COMMISSIONER LIESMANN made the motion to set the second Tuesday as the day of the week on which Commissioners' Court will convene in a regular term as required under Tx Local Gov' Code 81.05(1) with the 4th Tuesday being the Special Meeting, seconded by Commissioner Uecker. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.
COMMISSIONER WEIR – YES.
COMMISSIONER UECKER – YES.
COMMISSIONER LIESMANN – YES.
COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

ITEM 42 – Consider burn ban. Vote on any action taken. (Judge Bray)

No action taken on this item.

ITEM 43 – Adjourn.

COMMISSIONER UECKER made the motion to adjourn, seconded by Commissioner Granberg. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.
COMMISSIONER WEIR – YES.
COMMISSIONER UECKER – YES.
COMMISSIONER LIESMANN – YES.
COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

Meeting adjourned at 11:05 o'clock a.m.

The above and foregoing minutes were examined and approved in Open Court this _____
day of _____, 20.

Brett Bray

COUNTY JUDGE

State of Texas

County of Blanco

I, Laura Walla, County Clerk, Blanco County, Texas attest that the foregoing is a true and correct accounting of the Commissioner's Court authorized proceedings for September 14, 2021.

County Clerk and Ex-Officio Member

of Commissioner's Court, Blanco County, Texas

NO LINE
ITEM
TRANSFERS

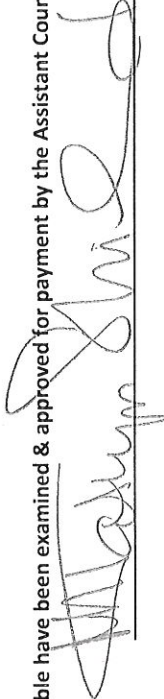
Blanco County Commissioners' Court

September 28, 2021

Invoice File Listing By Fund

Fund	Description	Disbursement
010	General Fund	\$ 176,383.20
015	Road & Bridge Fund	\$ 65,684.93
017	Records Management Co Clerk	\$ 4,919.50
019	Child Safety Fund	\$ 7,030.60
Total		\$ 254,018.23

The attached list of Claims Payable have been examined & approved for payment by the Assistant County Auditor as provided by the Texas LGC 113.064 & 113.065

Attest Asst. County Auditor:  Date 9-23-21

The attached list of Claims Payable have been examined & approved for payment by the Commissioners' Court as provided by the Texas LGC 115.021 & 115.022

County Judge _____ Date _____

Commissioner Pct 1 _____ Commissioner Pct 3 _____

Commissioner Pct 2 _____ Commissioner Pct 4 _____

COPY

 DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0300-GENERAL FUND REVENUES				
GILLESPIE LIVESTOCK CO. INC.	77851	A	ESTRAY ACCOUNT	240.00
DEPARTMENT TOTAL				240.00
0310-GENERAL FUND GRANTS				
ELECTION SYSTEMS & SOFTWARE	77891	A	INV#CD2007764	83,329.40
GTS TECHNOLOGY SOLUTIONS, INC	77910	A	QT0075565 CONST 1	402.92
HILL COUNTRY IT	77911	A	INV#B1955 HAVA GRANT	3,313.00
DEPARTMENT TOTAL				87,045.32
0410-COUNTY CLERK				
LAURA WALLA	77915	A	REIMBURSEMENT	376.04
DEPARTMENT TOTAL				376.04
0411-ELECTIONS ADMINISTRATOR				
AMG PRINTING & MAILING, LLC	77875	A	INV#114297 EA	61.10
ELECTION SYSTEMS & SOFTWARE	77892	A	INV#CD2007691 EA	6,668.25
ELECTION SYSTEMS & SOFTWARE	77893	A	INV#CD2007792 EA	1,630.40
ELECTION SYSTEMS & SOFTWARE	77894	A	INV#CD2007813 EA	231.60
ELECTION WORKS, INC	77895	A	INV#2021-9674	1,997.64
ELECTION WORKS, INC	77896	A	INV#2021-9675 EA	14,924.36
DEPARTMENT TOTAL				25,513.35
0415-COUNTY ATTORNEY				
KIMBERLY AYERS	77914	A	REIMBURSEMENT	200.00
OFFICESUPPLY.COM	77921	A	INV#4627756 CO ATTY	163.16
DEPARTMENT TOTAL				363.16
0425-COUNTY SHERIFF				
AUTO CHLOR SERVICES, LLC	77808	A	INV #6651298 JAIL	213.33
BAYLOR SCOTT WHITE	77852	A	PATIENT #303151090 TATE JAIL	389.40
BLANCO COUNTY TAX ASSESSOR-COLLECT	77879	A	LICENSE TAG #1223410 LEC	7.50
EXPRESS AUTOMOTIVE SERVICE	77901	A	INV#3767104 LEC	90.75
EXPRESS AUTOMOTIVE SERVICE	77902	A	INV#3767148 LEC	61.41
EXPRESS AUTOMOTIVE SERVICE	77903	A	INV#3767151 LEC	55.41
FRONTIER COMMUNICATIONS	77853	A	830-868-7104 LEC	943.14
GT DISTRIBUTORS, INC	77906	A	INV#2328837 LEC	2,630.66
GT DISTRIBUTORS, INC	77907	A	INV#2328845 LEC	69.95
ICS JAIL SUPPLIES INC.	77912	A	INV#W4734900 LEC	361.50
JULIANN BUSSEY	77913	A	REIMBURSEMENT	182.78
MCHD	77833	A	INV #1324 JAIL	180.00
NORTH BLANCO COUNTY EMS	77834	A	PATIENT #0001882 2178 JAIL	395.82
NORTH BLANCO COUNTY EMS	77835	A	PATIENT #0001908 2168 JAIL	437.26
NORTH BLANCO COUNTY EMS	77836	A	PATIENT #0001881 2177 JAIL	394.87
OFFICESUPPLY.COM	77917	A	INV#4623699 LEC	203.16
OFFICESUPPLY.COM	77918	A	INV#4621268 LEC	39.04
OFFICESUPPLY.COM	77919	A	INV#4624347 LEC	40.41
OFFICESUPPLY.COM	77920	A	INV#4624347 LEC	115.98
PEDERNALES ELECTRIC COOP	77838	A	INV #955 JAIL	3,899.90
PERFORMANCE FOOD SERVICE	77930	A	INV#1358495 LEC	11.89
PERFORMANCE FOOD SERVICE	77931	A	INV#1358495 LEC	641.04
PERFORMANCE FOOD SERVICE	77932	A	INV#1365340 LEC	1,392.19
PERFORMANCE FOOD SERVICE	77933	A	INV#1365340 LEC	11.89
PETERSON TIRE	77928	A	INV#BL45987 LEC	114.00
PETERSON TIRE	77929	A	INV#BL46062 LEC	357.82
PETERSON TIRE	77936	A	INV#JC36668 LEC	7.00
SCOTT & WHITE HOSPITAL	77858	A	PATIENT #303151090 TATE JAIL	6.42

DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
SCOTT & WHITE HOSPITAL	77859	A	PATIENT #303151090 TATE JAIL	56.94
SCOTT & WHITE HOSPITAL	77860	A	PATIENT #303151090 TATE JAIL	6.95
SEYMOURS INC.	77937	A	INV#49521 LEC	427.66
SIGNS ACROSS TEXAS	77943	A	INV#3780 LEC	75.00
SOUTHERN HEALTH PARTNERS	77861	A	INV #ADP16737 JAIL	93.62
STANLEY CONVERGENT SECURITY SOLUTIO	77944	A	INV#6001511077 LEC	1,339.00
STANLEY CONVERGENT SECURITY SOLUTIO	77842	A	ACCT #30093688 JAIL	1,230.00
TEXAS A&M ENGINEERING EXT SRV	77948	A	INV#JH7280024 LEC	275.00
TIME WARNER CABLE	77870	A	ACCT #8260161060144399 LEC	1,399.00
YOUNGBLOOD AUTOMOTIVE & TIRE, INC	77963	A	INV#60003339 LEC	853.32
DEPARTMENT TOTAL				19,011.01
0430-COUNTY TREASURER				
BUSINESS CENTER PRINT & OS	77881	A	INV#142494P CO TREAS	289.99
BUSINESS CENTER PRINT & OS	77882	A	INV#144968 CO TREAS	121.34
DEPARTMENT TOTAL				411.33
0435-INDIGENT HEALTH CARE				
BLANCO PHARMACY & WELLNESS	77810	A	ACCT #113 INDIGENT	399.51
SCOTT & WHITE HOSPITAL	77840	A	PATIENT #627400536	111.86
SCOTT & WHITE HOSPITAL	77841	A	PATIENT #9607577050	6.15
SCOTT & WHITE HOSPITAL	77869	A	PATIENT #627400536	31.23
DEPARTMENT TOTAL				548.75
0445-EMERGENCY MANAGEMENT				
DIALTONESERVICEES L.P.	77863	A	ACCT #10000001443 SHERIFF	7.27
DIALTONESERVICEES L.P.	77864	A	ACCT #10000001486 CO JUDGE	7.27
DIALTONESERVICEES L.P.	77865	A	ACCT #10000001487 DISPATCH	7.27
DIALTONESERVICEES L.P.	77866	A	ACCT #10000001488 EMC	7.27
HEIDI ABRAHAM, MD	77965	A	FY 2020-21 LOCAL HEALTH AUTHORITY	6,000.00
DEPARTMENT TOTAL				6,029.08
0450-JUDICIAL EXPENSES				
BROWN & LACALLADE, P.C.	77966	A	33RD CASE #09025	378.75
BROWN & LACALLADE, P.C.	77967	A	33RD CASE #09081	397.50
BROWN & LACALLADE, P.C.	77969	A	424TH CASE #09044	330.00
FRONTIER COMMUNICATIONS	77848	A	830-868-7986 JUDICIAL	210.93
MATTHEW L. RIENSTRA	77856	A	33RD CASE #1843	375.00
MATTHEW L. RIENSTRA	77970	A	CASE #CR01573 & CR01975	625.00
PERRY THOMAS	77857	A	33RD CASE #01995 & 1747	675.00
POTTS & REILLY, LLP	77968	A	424TH CASE #08527	472.50
STEVEN R WITTEKIEND	77843	A	424TH CASE #CR1922	150.00
VANA AND VANA LAW FIRM	77844	A	33RD UNINDICTED	375.00
VANA AND VANA LAW FIRM	77862	A	33RD CASE #1291	375.00
DEPARTMENT TOTAL				4,364.68
0451-DISTRICT JUDGE				
ALAN GARRETT	77871	A	JUVENILE BOARD COMP	100.00
ALAN GARRETT	77872	A	JUVENILE BOARD COMP	51.40
BURNET COUNTY TREASURER	77812	A	AUGUST 2021 DISTRICT JUDGES	4,881.97
EVAN C. STUBBS	77873	A	JUVENILE BOARD COMP	100.00
EVAN C. STUBBS	77874	A	DISTRICT JUDGE SUPPLEMENT	51.40
DEPARTMENT TOTAL				5,184.77
0452-DISTRICT ATTORNEY				
BURNET COUNTY TREASURER	77811	A	AUGUST 2021 DISTRICT ATTORNEY	16,176.77
WILEY B. MCAFEE	77972	A	DISTRICT ATTORNEY SUPPLEMENT	617.00
DEPARTMENT TOTAL				16,793.77

DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
FRONTIER COMMUNICATIONS	77850	A	830-868-4008 ADULT PROBATION	320.25
DEPARTMENT TOTAL				320.25
0500-COURTHOUSE EXPENSES				
BILL'S LOCK & KEY	77878	A	INV#24593 LEC	28.00
BURNET COUNTY TREASURER	77813	A	REIMBURSE FOR PUBLIC NOTICE	135.00
BURNET COUNTY TREASURER	77814	A	REIMBURSE FOR PUBLIC NOTICE	135.00
CANON FINANCIAL SERVICES, INC.	77815	A	INV #27329607 DIST CLERK	131.19
CANON FINANCIAL SERVICES, INC.	77816	A	INV #27329608 CO JUDGE	37.92
CANON FINANCIAL SERVICES, INC.	77817	A	INV #27329606 JP 1	40.32
CANON FINANCIAL SERVICES, INC.	77818	A	INV #27329605 LEC	141.48
CANON FINANCIAL SERVICES, INC.	77819	A	INV #27329602 CO CLERK	116.19
CANON FINANCIAL SERVICES, INC.	77820	A	INV #27329603 LEC	83.52
CANON FINANCIAL SERVICES, INC.	77821	A	INV #27329604 MAILROOM	141.48
CANON FINANCIAL SERVICES, INC.	77822	A	INV #27329600 TAC	35.52
CANON FINANCIAL SERVICES, INC.	77823	A	INV #27329599 EXTENSION	37.92
CANON FINANCIAL SERVICES, INC.	77824	A	INV #27329597 JP 4	47.73
CANON FINANCIAL SERVICES, INC.	77825	A	INV #27329596 DIST CLERK	142.35
CANON FINANCIAL SERVICES, INC.	77868	A	INV #27329598 LEC	47.73
DECOTY	77826	A	INV# 863220	84.00
FRONTIER COMMUNICATIONS	77845	A	830-868-2228 FAX ELEV.	348.02
FRONTIER COMMUNICATIONS	77846	A	830-868-7208 AUDITOR	7.89
FRONTIER COMMUNICATIONS	77847	A	830-868-4266 COURTHOUSE	1,419.45
GVTC	77828	A	830-833-5331 PCT 1	94.95
GVTC	77829	A	830-833-4212 SOUTH ANNEX	134.90
GVTC	77830	A	830-833-4212 SOUTH ANNEX	304.07
HILL COUNTRY WIRELESS & TECHNOLOGY	77832	A	ACCT #0001040	25.00
PAUL GRANBERG REIMBURSEMENT ACCOUNT	77927	A	REIMBURSEMENT	492.80
PEDERNALES ELECTRIC COOP	77837	A	INV #955 COURTHOUSE	2,984.10
TERMINIX	77945	A	INV#311701 N ANNEX	100.00
TERMINIX	77946	A	INV#311699 S ANNEX	85.00
TERMINIX	77947	A	INV#311684 LEC	136.00
TEXAS DEPARTMENT OF STATE HEALTH SE	77949	A	JAIL INSPECTION	150.00
DEPARTMENT TOTAL				7,667.53
0515-JUSTICE OF THE PEACE PCT #1				
BUSINESS CENTER PRINT & OS	77883	A	INV#144999 JP1	20.67
DEPARTMENT TOTAL				20.67
0520-JUSTICE OF THE PEACE #4				
MARTHA HERDEN	77916	A	OFFICE CHAIR	69.00
DEPARTMENT TOTAL				69.00
0525-CONSTABLE PCT #1				
BEARCOM WIRELESS WORLDWIDE	77877	A	INV#5258294 CONST 1	345.00
GT DISTRIBUTORS, INC	77909	A	INV#DPT000284207 CONST 1	299.86
PATRICK FISHER	77925	A	REIMBURSEMENT	115.06
PATRICK FISHER	77926	A	REIMBURSEMENT	299.21
PETERSON TIRE	77934	A	INV#JC36757 CONST 1	83.88
PETERSON TIRE	77935	A	INV#JC36756 CONST 1	56.45
DEPARTMENT TOTAL				1,199.46
0530-CONSTABLE PCT #4				
EXPRESS AUTOMOTIVE SERVICE	77900	A	INV#3767036 CONST 4	182.08
DEPARTMENT TOTAL				182.08
0550-RECYCLING COORDINATOR				

DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
CENTRAL WASTE & RECYCLING, LLC	77884	A	INV#139540 RECYCLING	575.00
FASTENAL COMPANY	77904	A	INV#TX001124203 RECYCLING	71.70
DEPARTMENT TOTAL				646.70
0560-GENERAL FUND CAPITAL EQUIPMENT				
GT DISTRIBUTORS, INC	77908	A	INV#0823417 CONST 1	396.25
DEPARTMENT TOTAL				396.25
FUND TOTAL				176,383.20

 DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0540-R&B PCT #1				
AVAILABLE CONSTRUCTION & TRANSPORT	77876	A	INV#1 PCT 1	29,500.00
BRAUNTEX MATERIALS, INC.	77880	A	INV#127099 PCT 1	4,079.20
CAMPBELL FUCHS	77889	A	INV#0002 PCT 1	10,575.00
CAMPBELL FUCHS	77890	A	INV#0002 PCT 1	5,625.00
CLOSNER EQUIPMENT CO.	77885	A	INV#0068860 PCT 1	197.74
ERGON ASPHALT AND EMULSIONS, INC	77898	A	INV#9402555115 PCT 1	2,506.50
GIVLER ENGINEERING, INC	77905	A	INV#8806 PCT 1	9,450.00
GVTC	77827	A	830-833-5331 PCT 1	41.15
OUTLAW LUMBER & HARDWARE, LLC	77922	A	INV#9839 PCT 1	10.99
OUTLAW LUMBER & HARDWARE, LLC	77923	A	INV#9902 PCT 1	1.89
OUTLAW LUMBER & HARDWARE, LLC	77924	A	INV#10440 PCT 1	471.92
SIGN MAN, THE	77939	A	INV#14,896-G PCT 1	141.12
THIRD COAST DISTRIBUTING, LLC	77950	A	INV#857392 PCT 1	152.23
THIRD COAST DISTRIBUTING, LLC	77951	A	INV#857458 PCT 1	6.49
THIRD COAST DISTRIBUTING, LLC	77952	A	INV#857916 PCT 1	15.98
THIRD COAST DISTRIBUTING, LLC	77953	A	INV#858329 PCT 1	83.13
THIRD COAST DISTRIBUTING, LLC	77954	A	INV#858330 PCT 1	63.49
THOMAS WEIR	77962	A	REIMBURSEMENT	116.12
DEPARTMENT TOTAL				63,037.95
0550-R&B PCT #2				
CLOSNER EQUIPMENT CO.	77886	A	INV#0068860 PCT 2	197.74
EMIL UECKER	77897	A	REIMBURSEMENT	124.87
FRONTIER COMMUNICATIONS	77849	A	830-868-4471 PCT 2	109.80
SIGN MAN, THE	77940	A	INV#14,896-G PCT 2	141.10
THIRD COAST DISTRIBUTING, LLC	77959	A	INV#853671 PCT 2	17.16
THIRD COAST DISTRIBUTING, LLC	77960	A	INV#854825 PCT 2	108.45
THIRD COAST DISTRIBUTING, LLC	77961	A	INV#855942 PCT 2	54.96
DEPARTMENT TOTAL				754.08
0560-R&B PCT #3				
CLOSNER EQUIPMENT CO.	77887	A	INV#0068860 PCT 3	197.74
ERGON ASPHALT AND EMULSIONS, INC	77899	A	INV#9402555023 PCT 3	270.00
FRONTIER COMMUNICATIONS	77867	A	830-825-3270 PCT 3	90.75
SIGN MAN, THE	77941	A	INV#14,896-G PCT 3	141.10
DEPARTMENT TOTAL				699.59
0570-R&B PCT #4				
CLOSNER EQUIPMENT CO.	77888	A	INV#0068860 PCT 4	197.74
GVTC	77831	A	830-833-1077 PCT 4	42.55
SIGN MAN, THE	77942	A	INV#14,896-G PCT 4	141.10
STALEY ENTERPRISES	77938	A	INV#92881 RECYCLING	700.00
THIRD COAST DISTRIBUTING, LLC	77955	A	INV#857619 PCT 4	11.48
THIRD COAST DISTRIBUTING, LLC	77956	A	INV#857650 PCT 4	34.97
THIRD COAST DISTRIBUTING, LLC	77957	A	INV#857655 PCT 4	29.50
THIRD COAST DISTRIBUTING, LLC	77958	A	INV#858230 PCT 4	35.97
DEPARTMENT TOTAL				1,193.31
FUND TOTAL				65,684.93

DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0400-RECORDS MANAGEMENT CLERK EXPENSES				
GOVOS, INC.	77854	A	INV #001236 CO CLERK	1,520.25
GOVOS, INC.	77855	A	INV #000112 CO CLERK	1,896.25
GOVOS, INC.	77971	A	INV #KSW-001671 CO CLERK	1,404.25
PPT	77839	A	INV #69124 CO CLERK	98.75
DEPARTMENT TOTAL				4,919.50
FUND TOTAL				4,919.50

DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0400-CHILD SAFETY FUND EXPENSES				
BLANCO CO CHILD PROTECTION BD	77809	A	REIMBURSEMENT	7,030.60
DEPARTMENT TOTAL				7,030.60
FUND TOTAL				7,030.60

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

Acknowledgement and Acceptance

Member Name: Blanco County

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

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

Signature of County Judge or presiding official of the Political Subdivision

Date



TEXAS ASSOCIATION of COUNTIES
RISK MANAGEMENT POOL

Please enter the estimated payroll and the number of employees for calendar year 2022 in the highlighted columns.

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

Member Name : Blanco County

Coverage Period: January 1, 2022 through January 1, 2023

Rating Class Code	Rating Class Description	2020 Actual Payroll +2%	Current Number of Employees	Current Number of Volunteers	Estimated 2022 Payroll Amount	Estimated 2022 Number of Employees	Note
07422	Aircraft Ambulance						
07418	Aircraft Oper. (Patrol, Ambulan)						
07423	Airport						
07721	Ambulance						
09016	Amusement Park, Exhibition Center						
08391	Auto Mechanics						
09014	Blgd Maintenance & Janitors	\$45,063	2		57163	3	Added possible part time employee
05403	Carpentry (NOC)						
09220	Cemetery Operations						
04511	Chemical Analyst/Assayers	\$31,058	1		53057	2	Added possible part time employee
08809	Chief Of Commissions & Directors						
08810	Clerical	\$1,241,323	35		\$1,463,789.00	37	Raises and 2 positions added
05606	Co. & Drain Dist Commissioners	\$206,909	4		210,460.00	4	
08006	Commodity Dist.-Retail Grocery						
05203	Concrete Construction-Bridges						
07380	Drivers						
08811	Election Personnel	\$10,470	2		\$47,237.00	2	Changed a position to full time
05190	Electrical Wiring W/in Buildings						
08601	Engineers, Surveyors						
07704	Firefighters & Drivers						
09402	Garbage Collection & Drivers						
06319	Gas/Water Main Connection Constr						
09060	Golf Course						
08828	Homemaker Service						
08833	Hospital Professional & Clerical						
09040	Hospital, All Others						
09033	Housing Authority & Drivers						
09032	Housing Authority Mgrs & Empls						
04519	Insect Control						
08709	Inspectors, Samplers, Or Weighers Of Merchandise On Vessels Or Docks Classification						
06229	Irrigation/Drainage Construct						
08812	Jurors	\$5,825	1		\$7,500.00		
08742	Juv Probation, Collectors, Sales						
07722	Juvenile Detention Officers						
06219	Landfill Operation & Drivers, Excavation NOC						
07590	Landfill, Garbage Reduction						
07720	Law Enforcement	\$1,165,910	29		\$1,416,447.00	33	Added positions and gave raises
08820	Law Office	\$125,500	4		\$238,737.00		changed 2 positions to full time
08038	Library/Museum-Prof & Clerical						
08829	Nursing Home Employees						
05191	Office Technician						
09015	Parking Lots & Drivers						
09102	Parks & Recreation						
08227	Permanent Yard Employees						
08832	Physician Med Lab, Minor Emer, Clinic						
04259	Printing						
08264	Recycling Or Shredding Workers & Drivers	\$32,258	3		\$41,639.00	4	Added a part time employee
09079	Restaurant, Food Preparation						
05506	Road Employees-Paving, Repaving	\$294,085	8		\$306,233.00	8	
09101	Schools - All Other Employees						
07590	Sewage Disposal Plant Operations						
07327	Stevedoring						

Rating Class Code	Rating Class Description	2020 Actual Payroll +/-2%	Current Number of Employees	Current Number of Volunteers	Estimated 2022 Payroll Amount	Estimated 2022 Number of Employees	Note
08017	Store Clerks						
09061	Swimming Pools						
09019	Toll Bridge Employees						
08831	Vet Hospital & Animal Control						
08859	Volunteers - All Others						
08857	Volunteers - Emergency Medical Personnel						
08855	Volunteers - Fire Fighters						
08856	Volunteers - Law Enforcement	\$4,080		1	\$4,080.00		
08292	Warehousing NOC And Driver						
07520	Waterworks Operation & Drivers						
03365	Welder						
08868	Youth & Community Cntr Directors						



TEXAS ASSOCIATION of COUNTIES RISK MANAGEMENT POOL

If you wish to add additional coverages, please make your selection in the form below.

Please note, Chapter 504 Labor Code requires political subdivisions to have a majority vote to add or remove optional coverages for Volunteers, Elected Officials, Election Workers (non-employees) or Jurors.

Member Name : Blanco County

Coverage Period: January 1, 2022 through January 1, 2023

Current Optional Coverages Elected

Elected Officials

Jurors

Volunteers - Law Enforcement

Election Workers (non-employees)

ONLY COMPLETE IF MAKING CHANGES TO CURRENT OPTIONAL COVERAGES ELECTED

1. ELECTED OFFICIALS

Does your governing body desire this coverage?

Enter Yes or No: yes

If yes, include the estimated payroll of all elected officials on the payroll tab, based on the job responsibility of the elected official. If no, do not report the estimated payroll of any elected official.

2. VOLUNTEERS

Does your governing body desire this coverage?

Enter Yes or No: yes

If yes, enter the estimated payroll on the payroll tab. Four classifications are available: Volunteers - Firefighters, Volunteers - Law Enforcement, Volunteers - Emergency Medical Personnel, and Volunteers - All Others. You may choose to cover any or all classifications.

Please note: You can calculate annual salary by using \$5,200 per volunteer, or if you have an auditable record of hours that each volunteer was on duty or participating in sponsored training you may determine the "salary" by multiplying the number of hours by the hourly wage that would have been used if the services had been provided by an employee.

3. JURORS

Does your governing body desire coverage of Jurors?

Enter Yes or No: yes

If yes, enter the estimated payroll on the payroll tab.

4. ELECTION WORKERS (NON-EMPLOYEES)

Does your governing body desire coverage of election personnel?

Enter Yes or No: yes

If yes, enter the estimated payroll on the payroll tab.

Please note: Election Personnel refers to temporary or contract personnel paid for service in the conduct of an election. Do not include payroll for county employees. County employed election staff should be reported under Clerical.



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

Member Name : Blanco County

Coverage Period: January 1, 2022 through January 1, 2023

Policy Effective Date	Structure Identifier	Local Address	Employee Count	Remove Location	Updated Employee Count	Maximum Employees At One Time	Number of Stories	Construction Code	Year Built
01/01/2022	COURTHOUSE	101 E PECAN,JOHNSON CITY,TX,78636	17		18				
01/01/2022	JAIL	400 S HWY 281,JOHNSON CITY,TX,78636	11		12				
01/01/2022	LAW ENFORCEMENT	400 S HWY 281,JOHNSON CITY,TX,78636	29		30				
01/01/2022	OFFICE AND STORAGE	304 S 281 N,JOHNSON CITY,TX,78636	3		3				
01/01/2022	OFFICE AND STORAGE	862 FM 962 EAST,ROUND MOUNTAIN,TX,78663	3		3				
01/01/2022	OFFICE/STORAGE	402 BLANCO AVE,BLANCO TX,78606	6		9				
01/01/2022	OFFICES	101 EAST CYPRESS,JOHNSON CITY,TX,78636	11		11				
01/01/2022	OFFICES	402 BLANCO AVE,BLANCO,TX,78606	3		4				

New

Location(s)

*Complete this section if a location has 200 or more employees



TEXAS ASSOCIATION of COUNTIES
RISK MANAGEMENT POOL

If you have any watercraft over 26' in length, please fill out the form below for each watercraft.

Member Name : Blanco County

Coverage Period: January 1, 2022 through January 1, 2023

Watercraft Type
Make
Model
Model Year
Length
Horse Power
Owned | Leased | Chartered
Number of Crew
Passenger Capacity
Use
Frequency of Use
Primary Body of Water

None

Is Protection and Indemnity coverage provided for each watercraft listed above?

If "No" Please Explain:

**2022 Blanco County Resolution
Indigent Defense Grant Program**

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

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

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

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

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

Adopted this _____ day of _____, 2021.

COPY

Brett Bray
County Judge

Attest:

County Clerk

RESOLUTION # _____

**A RESOLUTION REGARDING A FINANCING AGREEMENT
FOR THE PURPOSE OF ACQUIRING
"2021-2022 various capital equipment"**

WHEREAS, The County of Blanco desires to enter into a Financing Agreement by and between the County of Blanco and Government Capital Corporation, for the purpose of financing "2021-2022 various capital equipment". The County desires to designate this Agreement as a "qualified tax exempt obligation" of the County for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended. The County desires to designate Brett Bray, County Judge, as an authorized signer of the Agreement.

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

Section 1. That the County enters into a Financing Agreement with Government Capital Corporation for the purpose of financing "2021-2022 various capital equipment."

Section 2. That the Financing Agreement by and between the County and Government Capital Corporation is designated by County of Blanco as a "qualified tax exempt obligation" for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

Section 3. That the County of Blanco designates Brett Bray, County Judge as an authorized signer of the Financing Agreement by and between the County of Blanco and Government Capital Corporation.

Section 4. That should the need arise, if applicable, the County will use proceeds for reimbursement of expenditures related to the Property, within the meaning of Treasury Regulation § 1.150-2, as promulgated under the Internal Revenue Code of 1986, as amended.

This Resolution has been PASSED upon Motion made by Commissioner _____, seconded by Commissioner _____ by a vote of _____ to _____ and is effective this September 28, 2021

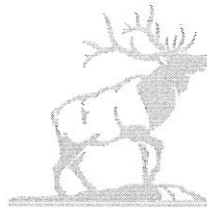
Lessee: County of Blanco

Witness Signature

Brett Bray, County Judge

Laura Walla, County Clerk

COPY



GOVERNMENT CAPITAL

CORPORATION

345 Miron Drive, Southlake, Texas 76092

September 16, 2021

Ms. Connie Harrison
Administrative Assistant
Blanco County Judge
Blanco County
(830) 868-4266

charrison@co.blanco.tx.us

Dear Connie,

Thank you for the opportunity to present proposed financing for equipment acquisitions for Blanco County. I am submitting for your review the following proposed structure:

LENDER:	Government Capital Corporation
ISSUER:	Blanco County, TX
FINANCING STRUCTURE:	Public Property Finance Contract issued under Local Government Code Section 271.005
EQUIPMENT:	2021-2022 various capital equipment
EQUIPMENT COST:	\$541,942.00
TERM:	2 Annual Payments
TRUE INTEREST COST:	2.897%
PAYMENT AMOUNT:	\$280,677.17
PAYMENTS BEGINNING:	June 2022, then June 2023

Financing for these projects would be simple, fast and easy due to the fact that:

- ✓ We have an existing relationship with you and have your financial statements on file, expediting the process. Please keep in mind we may also need current year statements.
- ✓ We can provide familiar documentation for your legal counsel.

The above proposal is subject to audit analysis and mutually acceptable documentation and assumes bank qualification. The terms outlined herein are subject to change and rates are valid for fourteen (14) days from the date of this proposal. If funding does not occur within this time period, rates will be indexed to markets at such time. The above payment amount includes a \$895.00 fee to cover issuance expenses including underwriting, documentation and legal fees.

Our finance programs are flexible, and my goal is customer delight. If you have any questions regarding other payment terms, frequencies or conditions, please do not hesitate to call me toll free 800-883-1199 or direct 817-722-0227.

With Best Regards,

Marti Sauls
Client Services

The transaction described herein is an arm's length, commercial transaction between you and Government Capital Corporation ("GCC"), in which GCC: (i) is acting solely for its own financial and other interests that may differ from yours; (ii) is not acting as your municipal advisor or financial advisor, and has no fiduciary duty to you with respect to this transaction; and (iii) is not recommending that you take an action with respect to this transaction.

PUBLIC PROPERTY FINANCE ACT CONTRACT

THIS Public Property Finance Act Contract **No.9654** (hereafter referred to as the "Finance Contract") is dated as of **October 13, 2021**, by and between **Government Capital Corporation**, a Texas corporation (herein referred to as "GCC"), and the **Blanco County**, a political sub-division or agency of the State of Texas (hereinafter referred to as the "Issuer").

WITNESSETH: In furtherance of the providing by GCC of financing to the Issuer in connection with the Issuer's acquisition from various vendors that is more fully described on EXHIBIT A attached hereto (the "Property"), and in consideration of the mutual covenants and conditions hereinafter set forth, pursuant to the provisions of the Public Property Finance Act, Chapter 271, Subchapter A, Texas Local Government Code, as amended (the "Act"), the parties agree as follows:

1. Term and Payments. The Issuer hereby covenants and agrees to pay to the order of GCC and GCC's successors and assigns those principal and interest installment amounts in those sums set forth on EXHIBIT B attached hereto (the "Payments") on or before those dates per installment that are more fully set forth on EXHIBIT B (the "Payment Dates"). It is acknowledged and understood that GCC may assign its rights hereunder to a third party and that notice of said assignment shall be provided to the Issuer and that the Issuer, thereafter, shall look to and consider said assignee as the party to whom all of the Issuer's duties hereunder are owed. The obligation of the Issuer to make the Payments shall not be subject to set-off, counterclaim, or recoupment to the extent permitted by law. The interest is calculated on the basis of a 30/360-day year on the unpaid principal amounts from the Schedule Date of the EXHIBIT B.

2. Security, Levy of Taxes, Budgeting.

(a) During the term of this Finance Contract, the Issuer covenants that prior to adopting a budget for any ensuing fiscal year it shall place in its proposed budget for such ensuing fiscal year an amount necessary to pay the Finance Contract Payments for such ensuing fiscal year, and that the final budget for each fiscal year shall set aside and appropriate out of Ad Valorem Taxes and other revenues and funds lawfully available therefore an amount sufficient to pay the Finance Contract Payments. The Issuer hereby agrees to assess and collect, a continuing direct annual Ad Valorem Tax on all taxable property within the boundaries of the Issuer, within the limitations prescribed by law, at a rate from year to year sufficient, together with such other revenues and funds lawfully available to the Issuer for the payment of the Payments, to provide funds each year to pay the Payments, full allowance being made for delinquencies and costs of collection. Such taxes and such revenues and funds in an amount sufficient to make the Payments are pledged to GCC and GCC's successors and assigns for such purpose as the same shall become due and payable under this Finance Contract.

(b) The Issuer waives all rights of set-off, recoupment, counterclaim and abatement against GCC and GCC's successors and assigns with respect to the amounts due under this Finance Contract, and the Issuer's obligation to pay amounts due under this Finance Contract is absolute and unconditional and not subject to set-off, recoupment, counterclaim or abatement for any reason whatsoever.

3. Deposit into the Payment Fund.

(a) Upon this Finance Contract taking effect the Issuer shall establish a Payment Fund, which shall be maintained by the Issuer as long as any Payments are unpaid. The Issuer hereby pledges the Payment Fund for the exclusive purpose of securing the Payments and shall apply the funds therein to the payment of Payments as such payments come due.

(b) Each year in which Payments come due, the Issuer shall, not later than the day preceding any such due date, deposit into the Payment Fund, from the Issuer's Ad Valorem taxes or other lawfully available funds (within the limits prescribed by law) an amount sufficient to make such payment. To the extent permitted by law, the Issuer hereby pledges its Ad Valorem tax as security for this obligation. To the extent required by the Texas Constitution, the Issuer agrees during each year of the term of this Finance Contract to assess and collect annually a sufficient sum to pay the greater of (1) interest on the debt created by this Finance Contract and a sinking fund of at least two percent of the principal amount of such debt, or (2) the payments required by Exhibit B attached hereto.

(c) The Payment Fund shall be depleted at least once a year except for a carryover amount not to exceed one twelfth (1/12) of the amount of the Payments expected to come due in the following year.

4. Taxes. The Issuer agrees to directly pay all taxes, insurance and other costs of every nature associated with its ownership of the Property.

5. The Issuer's Covenants and Representations. The Issuer covenants and represents as follows:

(a) The Issuer will provide an opinion of its counsel to the effect that, it has full power and authority to enter into this Finance Contract which has been duly authorized, executed, and delivered by the Issuer and is a valid and binding obligation enforceable in accordance with its terms, and all requirements for execution, delivery and performance of this Finance Contract have been, or will be, complied with in a timely manner;

(b) All Payments hereunder for the current fiscal period have been duly authorized and will be paid when due;

(c) There are no pending or threatened lawsuits or administrative or other proceedings contesting the authority for, authorization of performance of, or expenditure of funds pursuant to this Finance Contract;

(d) The information supplied and statements made by the Issuer in any financial statement or current budget prior to or contemporaneously with this Finance Contract are true and correct;

(e) The Issuer has complied or will comply with all bidding/proposal laws applicable to this transaction and the purchase of the Property.

(f) No contract, rental agreement, lease-purchase agreement, payment agreement or contract for purchase under the Act to which the Issuer has been a party at any time during the past ten (10) years has been terminated by the Issuer as a result of insufficient funds being appropriated in any Fiscal Year. No event has occurred which would constitute an event of default under any debt, revenue bond or obligation which the Issuer has issued during the past ten (10) years.

(g) The Issuer will pay the Payments due by check, wire transfer, or ACH only.



6. Use and Licenses. The Issuer shall pay and discharge all operating and other expenses of every nature associated with its use of the Property. The Issuer shall obtain, at its expense, all registrations, permits and licenses, if any, required by law for the installation and operation of the Property.

7. Maintenance. The Issuer agrees to be solely responsible for all maintenance and operating costs of every nature associated with its ownership of the Property and the Issuer acknowledges that GCC or GCC's successors or assigns shall have no responsibility for the payment of any such costs.

8. Damage to or Destruction of Property. The Issuer shall bear the entire risk of loss, damage, theft, or destruction of the Property from any and every cause whatsoever, and no loss, damage, destruction, or other event shall release the Issuer from the obligation to pay the full amount of the payments or from any other obligation under this Finance Contract.

9. No Warranty. EXCEPT FOR REPRESENTATIONS, WARRANTIES, AND SERVICE AGREEMENTS RELATING TO THE PROPERTY MADE OR ENTERED INTO BY THE MANUFACTURERS OR SUPPLIERS OF THE PROPERTY, IF ANY, ALL OF WHICH ARE HEREBY ASSIGNED TO THE ISSUER, GCC HAS MADE AND MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND ASSUMES NO OBLIGATION WITH RESPECT TO THE TITLE, MERCHANTABILITY, CONDITION, QUALITY OR FITNESS OF THE PROPERTY DESCRIBED IN EXHIBIT A FOR ANY PARTICULAR PURPOSE OR THE CONFORMITY OF THE PROPERTY TO SPECIFICATION OR PURCHASE ORDER. All such risks shall be borne by the Issuer without in any way excusing it from its obligations under this Finance Contract, and GCC shall not be liable for any damages with, or having or asserting claims against the Issuer, at all times during regular business hours. All claims or actions on any warranty so assigned shall be made or prosecuted by the Issuer, at its sole expense, upon prior written notice to GCC. GCC or its assigns may, but shall have no obligation whatsoever to, participate in a claim on any warranty. Any recovery under such a warranty shall be made payable jointly to both parties.

10. Evidence of Indebtedness and Security Agreement.

(a) An executed copy of this Finance Contract shall evidence the indebtedness of the Issuer as provided herein and shall constitute a security agreement pursuant to applicable law, with GCC, its successors or assigns as the secured party. The grants, lien, pledge and security interest of GCC, its successors or assigns created herein shall become effective immediately upon and from the Schedule Date of the EXHIBIT B, and the same shall be continuously effective for so long as any Finance Contract Payments are outstanding.

(b) A fully executed copy of this Finance Contract and the proceedings authorizing same shall be kept at all times and shall be filed and recorded as a security agreement among the permanent records of the Issuer. Such records shall be open for inspection to any member of the general public and to any individual, firm, corporation, governmental entity or other person proposing to do or doing business with, or having or asserting claims against the Issuer, at all times during regular business hours.

(c) If, in the opinion of counsel to the Issuer or to GCC, its successors or assigns, applicable law ever requires filings additional to the filing pursuant to subsection (b) of this section in order to preserve and protect the priority of the grants, assignments, lien, pledge and security interest of GCC, its successors or assigns created herein as to all Payments, then the Issuer shall diligently and regularly make such filings to the extent required by law to accomplish such result.

11. Default and Remedies.

(a) Each of the following occurrences or events for the purpose of this Finance Contract is hereby declared to be an Event of Default:

(1) the failure to make payment of the Payment when the same becomes due and payable; or

(2) default in the performance or observance of any other covenant agreement or obligation of the Issuer, which default materially, adversely affects the rights of GCC or its successors or assigns, including, but not limited to, its prospect or ability to be repaid in accordance with this Finance Contract, and the continuation thereof for a period of 20 days after notice of such default is given by GCC or any successors or assigns of GCC to the Issuer.

(b) Remedies for Default.

(1) Upon the happening of any Event of Default, then and in every case GCC or its successors or assigns, or an authorized representative thereof, including, but not limited to, an attorney or trustee therefore, may proceed against the Issuer for the purpose of protecting and enforcing the rights of GCC or its successors or assigns under this Finance Contract, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of GCC or its successors or assigns or any combination of such remedies; provided that none of such parties shall have any right to declare the balance of the Finance Contract Payments to be immediately due and payable as a remedy because of the occurrence of an Event of Default.

(2) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy, and no delay or omission to exercise any right or power occurring upon any Event of Default shall impair any such right or power or be construed to be a waiver thereof and all such rights and powers may be exercised as often as may be deemed expedient.

(c) Remedies Not Exclusive.

(1) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under this Finance Contract or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Finance Contract, the right to accelerate the debt evidenced by this Finance Contract shall not be available as a remedy because of the occurrence of an Event of Default.

12. Assignment. Without GCC's prior written consent, the Issuer will not either **(a)** assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Finance Contract or the Property or any interest in this Finance Contract or the Property; or **(b)** sublet or lend the Property or permit it to be used by anyone other than the Issuer or the Issuer's employees and other authorized users. GCC may assign its rights, title and interest in and to this Finance Contract, and any other documents executed with respect to this Finance Contract and/or grant or assign a security interest in this Finance Contract, in whole or in part. Such successors and assigns of GCC shall have the right to further grant or assign a security interest in this Finance Contract, as well as the rights to Payments hereunder, in whole or in part, to any third party. No assignment or reassignment of GCC's rights, title or interest in this Finance Contract shall be effective with regard to the Issuer unless and until the Issuer shall have received a copy of the document by which the assignment or reassignment is made, disclosing the name and address of such assignee. The Issuer shall maintain written records of any assignments of the Finance Contract.

13. Personal Property. The Property is and shall at all times be and remain personal property, and will not be considered a fixture to any real property.

14. GCC's Right to Perform for The Issuer. If the Issuer fails to make any payment or perform or comply with any of its covenants or obligations hereunder, GCC or GCC's successors or assigns may, but shall not be required to, make such payment or perform or comply with such covenants and obligations on behalf of the Issuer, and the amount of any such payment and the expenses (including but not limited to reasonable attorneys' fees) incurred by GCC or GCC's successors or assigns in performing or complying with such covenants and obligations, as the case may be, together with interest thereon at the highest lawful rate under the State of Texas law, shall be payable by the Issuer upon demand.

15. Interest on Default. If the Issuer fails to pay any Payment specified herein within twenty (20) days after the due date thereof, the Issuer shall pay to GCC or any successor or assigns of GCC, interest on such delinquent payment at the highest rate allowed by Texas law.

16. Notices. Any notices to be given or to be served upon any party hereto in connection with this Finance Contract must be in writing and may be given by certified or registered mail, and shall be deemed to have been given and received forty-eight (48) hours after mailing. Such notice shall be given to the parties at their respective addresses designated on the signature page of this Finance Contract or at such other address as either party may hereafter designate.

17. Prepayment.

(a) The Issuer shall have the right, at its option, to prepay the Finance Act Contract in whole, on any payment date which has an amount shown in the "Early Redemption Value" column of Exhibit B attached hereto. "N/A" shall mean not prepayable. The Issuer shall not have the right to prepay the Finance Contract in part at any time.

(b) As condition precedent to the Issuer's right to make, and GCC's obligation to accept, any such prepayment, GCC shall have actually received notice at least thirty (30) days in advance of the Issuer's intent to exercise its option to prepay.

18. Continuing Disclosure. Specifically and without limitation, the Issuer agrees to provide audited financial statements, prepared by a certified public accountant not later than six (6) months after and as of the end of each fiscal year. Periodic financial statements shall include a combined balance sheet as of the end of each such period, and a combined statement of revenues, expenditures and changes in fund balances, from the beginning of the then fiscal year to the end of such period. These reports must be certified as correct by one of the Issuer's authorized agents. If the Issuer has subsidiaries, the financial statements required will be provided on a consolidated and consolidation basis.

19. Tax Exemption.

(a) The Issuer certifies that it does not reasonably anticipate more than \$10,000,000 of "tax-exempt obligations", including this Finance Contract will be issued by it and any subordinate entities during the 2021 calendar year. Further, the Issuer designates this Finance Contract as "qualified tax exempt obligations" under Section 265 (b) 3 of the Internal Revenue Code of 1986, as amended (the "Code") eligible for the exception contained in Section 265 (b) 3 (D) of the Code allowing for an exception to the general rule of the Code which provides for a total disallowance of a deduction for interest expense allocable to the carrying of tax exempt obligations.

(b) The Issuer hereby represents and covenants that the proceeds of this Finance Contract are needed at this time to provide funds for the Issuer's purchase of the property for which this Finance Contract was executed and delivered, as specified in this Finance Contract; that (i) final disbursement of the proceeds of this Finance Contract will occur within three years from the Schedule Date of the EXHIBIT B, (ii) substantial binding obligations to expend at least five (5) percent of the net proceeds will be incurred within six months after the Schedule Date of the EXHIBIT B and (iii) the acquisition of such property will proceed with due diligence to completion; and that, except for the Escrow Agreement, if applicable, and the Payment Fund, no other funds or accounts have been or will be established or pledged to the payment of this Finance Contract.

(c) The Issuer will not directly or indirectly take any action or omit to take any action, which action or omission would cause the Finance Contract to constitute a "private activity bond" within the meaning of Section 141(a) of the Code.

(d) The Issuer will not take any action or fail to take any action with respect to the investment of the proceeds of this Finance Contract or any other funds of the Issuer, including amounts received from the investment of any of the foregoing, that would cause this Finance Contract to be an "arbitrage bond" within the meaning of such section 148 of the Code.

(e) There are no other obligations of the Issuer which are sold at substantially the same time as the Finance Contract, sold pursuant to the same plan of financing with the Finance Contract and are reasonably expected to be paid from substantially the same source of funds as the Finance Contract.

(f) The Issuer will not take any action, or as the case may be, knowingly omit to take any action within its control that, if taken or omitted, as the case may be, would cause the Finance Contract to be treated as "federally guaranteed" obligations for purposes of Section 149(b) of the Code.

(g) The Issuer will take all necessary steps to comply with the requirement that certain amounts earned by the Issuer on the investment of the "gross proceeds" of the Finance Contract (within the meaning of Section 148(f)(6)(B) of the Code), if any, be rebated to the federal government. Specifically, the Issuer will (i) maintain records regarding the investment of the gross proceeds of the Finance Contract as may be required to calculate and substantiate the amount earned on the investment of the gross proceeds of the Finance Contract and retain such records for at least six years after the day on which the last outstanding Finance Contract is discharged, (ii) account for all gross proceeds under a reasonable, consistently applied method of accounting, including any specified method of accounting required by applicable regulations to be used for all or a portion of the gross proceeds, (iii) calculate, at such times as are required by applicable regulations, the amount earned from the investment of the gross proceeds of the Finance Contract and (iv) timely pay all amounts required to be rebated to the federal government. In addition, the Issuer will correct any errors within a reasonable amount of time thereafter, including payment to the federal government of any delinquent amounts owed to it, including interest thereon and penalty, if any, as may be necessary or appropriate to assure that interest on the Finance Contract is not includable in the gross income for federal income tax purposes.

(h) The Issuer will timely file with the Secretary of the Treasury of the United States the information required by Section 149(e) of the Code with respect to the Finance Contract on such form and in such place as the Secretary may prescribe. Notwithstanding any other provision of this Finance Contract, the Issuer's obligation under the covenants and provisions of this Section 19 shall survive the defeasance and discharge of this Finance Contract.

20. Miscellaneous.

(a) Time is of the essence. No covenant or obligations hereunder to be performed by the Issuer are waived, except by the written consent of GCC or its successors or assigns. GCC's or its successors or assigns' rights hereunder are cumulative and not alternative.

(b) This Finance Contract shall be construed in accordance with and governed by the state of Texas laws.

(c) This Finance Contract constitutes the entire agreement between the parties and shall not be modified, waived, discharged, terminated, amended, altered or changed in any respect except by a written document signed by both GCC and the Issuer.

(d) Any term or provision of this Finance Contract found to be prohibited by law or unenforceable shall not affect the legality the remainder of this Finance Contract.

(e) Use of the neuter gender herein is for purposes of convenience only and shall be deemed to mean and include the masculine or feminine gender whenever appropriate.

(f) The captions set forth herein are for convenience of reference only, and shall not define or limit any of the terms or provisions hereof.

(g) Issuer agrees to equitably adjust the payments payable under this Finance Contract if there is a determination by the IRS that the interest payable pursuant to this Finance Contract (as incorporated within the schedule of payments) is not excludable from income in accordance with the Internal Revenue Code of 1986, as amended, such as to make GCC and its assigns whole.

(h) Except as otherwise provided, this Finance Contract shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, where permitted by this Finance Contract.

(i) In accordance with Texas Government Code sections 2271.001-2271.002, GCC verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

(j) THIS CONTRACT IS EVIDENCE OF A PRIVATELY PLACED BANK LOAN, IS NOT IN REGISTERED FORM, AND MAY NOT BE TRANSFERRED TO BEARER. TRANSFERS OF THIS CONTRACT ARE NOT REGISTERED ON BOOKS MAINTAINED FOR THAT PURPOSE BY THE ISSUER.

IN WITNESS WHEREOF, the parties have executed this Finance Contract as of the _____ day of _____ in the year 2021.

Government Capital Corporation

Authorized Signature
345 Miron Dr.
Southlake, TX 76092

COPY

Witness Signature _____
Print Name _____
Print Title _____

The Issuer: Blanco County

Brett Bray, County Judge
101 E Pecan
Johnson City, TX 78636

Witness Signature _____
Print Name _____
Print Title _____

EXHIBIT A

Public Property Finance Act Contract **No.9654** (THE "FINANCE CONTRACT")
By and Between
Government Capital Corporation and **the Issuer**, Blanco County
Dated as of October 13, 2021

DESCRIPTION

Personal Property

Property Cost: \$541,942.00

Payback Period: Two (2) Annual Payments

various capital equipment

- Dual Tandem 10-15 yard Dump Truck (Pct 1)
- 4" 24HP Tow Behind Chipper (Pct 2)
- Equipment Shed (Pct 3)
- Upgrade Security Cameras (Recycle)
- Hazard Mitigation Plan Update (Emerg Mgmt)
- Handheld Radio (Const. 4)
- Computer & Software (Agri-Life)
- Desk (Agri-Life)
- Deputy Weapons (LEC)
- 2 Durangos, 1 Ram PU & Equip (LEC)
- 3 Vehicle Radios & Programming (LEC)
- 4 Handheld Radios & Programming (LEC)
- Stainless Steel Shower Enclosures (LEC)
- Central Square Interface (LEC)
- Call recording software update (LEC)
- 2 Desktop Computers (LEC)
- 2 Video Workstations (LEC)
- Panasonic Laptop for New Deputy position (LEC)
- Laptop (Veteran Services)

COPY

PROPERTY LOCATION:
Blanco County
Throughtout the County

EXHIBIT B

>> SCHEDULE OF PAYMENTS & EARLY REDEMPTION VALUE <<

PUBLIC PROPERTY FINANCE ACT CONTRACT **No.9654** (THE "FINANCE CONTRACT")

BY AND BETWEEN

Government Capital Corporation and the **Issuer**, Blanco County

Schedule Dated as of October 13, 2021

PMT NO.	PMT DATE MO. DAY YR	TOTAL PAYMENT	INTEREST PAID	PRINCIPAL PAID	EARLY REDEMPTION VALUE after pmt on this line
1	6/13/2022	\$280,677.17	\$10,615.04	\$270,062.13	\$276,121.17
2	6/13/2023	\$280,677.17	\$7,902.30	\$272,774.87	\$0.00
Grand Totals		\$561,354.34	\$18,517.34	\$542,837.00	

Interest Rate: 2.897%

COPY

INCUMBENCY CERTIFICATE

Public Property Finance Act Contract **No.9654** (THE "FINANCE CONTRACT")

By and Between

Government Capital Corporation and **the Issuer**, Blanco County

Dated as of October 13, 2021

I, Laura Walla, do hereby certify that I am the duly elected or appointed and acting County Clerk, of Blanco County, Issuer, a political subdivision or agency of the State of Texas, duly organized and existing under the laws of the State of Texas, that I or my designee have custody of the records of such entity, and that, as of the date hereof, the individual(s) named below are the duly elected or appointed officer(s) of such entity holding the office(s) set forth opposite their respective name(s). I further certify that (i) the signature(s) set opposite their respective name(s) and title(s) are their true and authentic signature(s), and (ii) such officers have the authority on behalf of such entity to enter into that certain Public Property Finance Act Contract No.9654, between Blanco County (the "Issuer") and Government Capital Corporation ("GCC").

Name

Title

Signature

Brett Bray

County Judge

IN WITNESS WHEREOF, I have duly executed this certificate hereto this _____ day of _____, 2021.

COPY

By: _____

Laura Walla, County Clerk

[to be retyped on letterhead of the Issuer counsel]

Government Capital Corporation
345 Miron Dr
Southlake, TX 76092

RE: Public Property Finance Act Contract No.9654

I have examined the Public Property Finance Act Contract No.9654 (the "Finance Contract") between the Blanco County (the "Issuer") and Government Capital Corporation ("GCC"). The Finance Contract provides financing for the purchase by the Blanco County of certain Property as identified in the Finance Contract and provides that the Issuer shall finance the Property by making Payments as specified in the Public Property Finance Act Contract No.9654.

I have also examined other certificates and documents as I have deemed necessary and appropriate under the circumstances.

Based upon the foregoing examination, I am of the opinion that:

1. The Issuer is a political subdivision or agency of the State of Texas with the requisite power and authority to incur obligations, the interest on which is exempt from taxation by virtue of Section 103(a) of the Internal Revenue Code of 1986, as amended;
2. The execution, delivery and performance by the Issuer of the Finance Contract have been duly authorized by all necessary action on the part of the Issuer; and
3. The Finance Contract constitutes a legal, valid and binding obligation of the Issuer enforceable in accordance with its terms.

The opinion expressed above is solely for the benefit of the Issuer, GCC and/or its subsequent successors or assigns.

Sincerely,

Attorney at Law

RESOLUTION

**A RESOLUTION REGARDING A CONTRACT FOR THE PURPOSE OF FINANCING
"VARIOUS CAPITAL EQUIPMENT".**

WHEREAS, Blanco County (the "Issuer") desires to enter into that certain Finance Contract No.9654, by and between the Issuer and Government Capital Corporation ("GCC") for the purpose of financing "various capital equipment". The Issuer desires to designate this Finance Contract as a "qualified tax exempt obligation" of the Issuer for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

NOW THEREFORE, BE IT RESOLVED BY BLANCO COUNTY:

Section 1. That the Issuer will enter into a Finance Contract with GCC for the purpose of financing "various capital equipment".

Section 2. That the Finance Contract dated as of October 13, 2021, by and between the Blanco County and GCC is designated by the Issuer as a "qualified tax exempt obligation" for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

Section 3. That the Issuer appoints the County Judge or the County Judge's designee, as the authorized signer of the Finance Contract Number 9654 dated as of October 13, 2021, by and between the Blanco County and GCC as well as any other ancillary exhibit, certificate, or documentation needed for the Contract.

Section 4. The Issuer will use loan proceeds for reimbursement of expenditures related to the Property, within the meaning of Treasury Regulation § 1.150-2, as promulgated under the Internal Revenue Code of 1986, as amended.

This Resolution has been PASSED upon Motion made by Board Member _____, seconded by Board Member _____ by a vote of _____ Ayes to _____ Nays and is effective this _____, 2021.

COPY

Issuer: Blanco County

Witness Signature

Brett Bray
County Judge

Laura Walla
County Clerk

WIRE TRANSFER FORM

*** FINANCIAL INSTITUTION INFORMATION ***

Bank's Name: _____

Bank's Address: _____

Bank's Phone#: _____

Bank's Fed Routing#: _____

(Please confirm with bank since it may be different from routing number on deposit slip)

Bank Account Name: _____

Bank Account #: _____

Ref (if needed): _____

COPY

Please note that while there will not be a charge for our outgoing wire, your Bank may charge a fee for the incoming wire

I hereby authorize Government Capital Corporation to transfer any monies due via wire transfer directly to our bank.

Signature: _____

Name: _____

Title: _____

Date: _____

Information Return for Tax-Exempt Governmental Bonds

► Under Internal Revenue Code section 149(e)
► See separate instructions.

OMB No. 1545-0720

Department of the Treasury
Internal Revenue Service

Caution: If the issue price is under \$100,000, use Form 8038-GC.
► Go to www.irs.gov/F8038G for instructions and the latest information.

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name Blanco County		2 Issuer's employer identification number (EIN) 74-6001460	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions) Connie Harrison, Administrative Assistant to the Judge		3b Telephone number of other person shown on 3a 830-868-4266	
4 Number and street (or P.O. box if mail is not delivered to street address) PO Box 387	Room/suite	5 Report number (For IRS Use Only) 3	
6 City, town, or post office, state, and ZIP code Johnson City, TX 78636		7 Date of issue October 13, 2021	
8 Name of issue Public Property Finance Act Contract No.9654		9 CUSIP number None	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) Brett Bray, County Judge		10b Telephone number of officer or other employee shown on 10a 830-868-4266	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11 Education	11		
12 Health and hospital	12		
13 Transportation	13		
14 Public safety	14		
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe ► Various capital equipment	18	\$542,837	00
19a If bonds are TANs or RANs, check only box 19a			<input type="checkbox"/>
19b If bonds are BANs, check only box 19b			<input type="checkbox"/>
20 If bonds are in the form of a lease or installment sale, check box			<input checked="" type="checkbox"/>

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	06/13/2023	\$ 542,837.00	\$ 542,837.00	1.502 years	2.897 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22	Proceeds used for accrued interest	22	N/A	
23	Issue price of entire issue (enter amount from line 21, column (b))	23	\$542,837	00
24	Proceeds used for bond issuance costs (including underwriters' discount)	24	\$895	00
25	Proceeds used for credit enhancement	25	N/A	
26	Proceeds allocated to reasonably required reserve or replacement fund	26	N/A	
27	Proceeds used to refund prior tax-exempt bonds. Complete Part V	27	N/A	
28	Proceeds used to refund prior taxable bonds. Complete Part V	28	N/A	
29	Total (add lines 24 through 28)	29	\$895	00
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	\$541,942	00

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31	Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	N/A	years
32	Enter the remaining weighted average maturity of the taxable bonds to be refunded	N/A	years
33	Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	N/A	
34	Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)		

Part VI Miscellaneous

35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35		
36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a		
b Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____			
c Enter the name of the GIC provider ▶ _____			
37 Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37		
38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ <input type="checkbox"/> and enter the following information:			
b Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____			
c Enter the EIN of the issuer of the master pool bond ▶ _____			
d Enter the name of the issuer of the master pool bond ▶ _____			
39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶			<input checked="" type="checkbox"/>
40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶			<input type="checkbox"/>
41a If the issuer has identified a hedge, check here ▶ <input type="checkbox"/> and enter the following information:			
b Name of hedge provider ▶ _____			
c Type of hedge ▶ _____			
d Term of hedge ▶ _____			
42 If the issuer has superintegrated the hedge, check box ▶			<input type="checkbox"/>
43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶			<input type="checkbox"/>
44 If the issuer has established written procedures to monitor the requirements of section 148, check box ▶			<input type="checkbox"/>
45a If some portion of the proceeds was used to reimburse expenditures, check here ▶ <input type="checkbox"/> and enter the amount of reimbursement ▶ _____			
b Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____			

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
	Signature of issuer's authorized representative	Date	Brett Bray, County Judge	Type or print name and title
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed
	Firm's name ▶	Firm's EIN ▶		
	Firm's address ▶	Phone no.		

THE STATE OF TEXAS

COUNTIES OF BURNET, LLANO AND BLANCO

INTERLOCAL AGREEMENT
NORTH HILL COUNTRY PUBLIC DEFENDER'S OFFICE (NHCPDO)

I. Participating Counties (Parties)

1. THIS INTERLOCAL AGREEMENT is made by and between

BURNET COUNTY, TEXAS (BURNET), a political subdivision of the State of Texas, acting through its County Judge pursuant to authority granted by BURNET COUNTY Commissioners Court on the 22nd day of June, 2021: and

LLANO COUNTY, TEXAS (LLANO), a political subdivision of the State of Texas, acting through its County Judge pursuant to authority granted by LLANO COUNTY Commissioners Court on 12th day of July, 2021,

BLANCO COUNTY, TEXAS (BLANCO), a political subdivision of the State of Texas, acting through its County Judge pursuant to authority granted by BLANCO COUNTY Commissioners Court on 13th day of July, 2021,

BURNET, LLANO AND BLANCO may be referred to individually as a Party, or collectively as Parties. This Agreement is made pursuant to the Fair Defense Act, as established by the 77th Legislature through the passage of the Fair Defense Act.

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

COUNTY OF BURNET
Honorable James Oakley
220 S. Pierce St.
Burnet, TX 78611

COUNTY OF LLANO
Honorable Ron Cunningham
801 Ford St, Room 101
Llano, TX 78643

COUNTY OF BLANCO
Honorable Brett Bray
P.O. Box 387
Johnson City, TX 78636

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

WHEREAS, this agreement is made under the authority granted by and pursuant Chapter 791 of

the Texas Government Code;

WHEREAS, this Agreement is made in accordance with and pursuant to Article 26.044(b), Texas Code of Criminal Procedure;

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

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

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

11. Agreement

1. The North Hill Country Public Defender's Office (NHCPDO) is administratively organized as a department of and subject to the policies and procedures of BURNET, LLANO and BLANCO Counties. In the event of a contradictory policy or procedure, those of Burnet County shall prevail. The NHCPDO is funded by a Texas Indigent Defense Commission grant and by funds contributed by each Participating County. BURNET, LLANO AND BLANCO shall also participate in the NHCPDO. The NHCPDO will provide court-appointed counsel to adults and juveniles who are accused of felonies or misdemeanors punishable by confinement, and who, upon providing proof, are not financially able to employ counsel.

2. The County Courts, County Courts at Law and District Courts (the Courts) of BURNET, LLANO AND BLANCO shall participate in the program. The program allows the Courts of each Participating County to appoint the NHCPDO for all cases in which appointment of counsel is appropriate. The program covers adult and juvenile offenders. Some appointments may occur outside of this agreement due to conflicts in representation (i.e. multiple defendants in a case) or capital cases, which are not included in this agreement. Absent such situation, the parties agree that all eligible appointments shall be directed to the NHCPDO.

3. BURNET, LLANO AND BLANCO hereto agree to expend existing funds budgeted for indigent

defense to pay its designated share of the Public Defender Office to BURNET COUNTY, which is the administrative grantee county operating the program on behalf of all participating Counties. The payments shall be made on a monthly basis. Initially, each Participating County shall pay as shown on Exhibit "A" attached hereto. The Participating Counties agree to fund their shares in the future years proportionate to the caseload of the NHCPDO in each county once historical caseloads are available. Said contributions shall be reexamined on an annual basis to be modified each year effective October 1 of that year. The caseload shall be reviewed after a full year of Public Defender Office operations have occurred and on an annual time frame covering June 1 through May 31st each year. It is anticipated that the first full year of valid data will be available June 1, 2022.

4. LLANO County has agreed to provide additional office space for the NHCPDO. In exchange for this space, an agreed annual rate for utilities for 2021/2022 fiscal year of \$7000 will be paid from NHCPDO grant funds to LLANO County.

5. County Judges for each participating county are responsible for supervising overall operations and activities of the NHCPDO.

6. Nothing contained in the Agreement is intended to create a partnership or joint venture between the Parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint any Party as an agent of the other Party, for any purpose whatsoever.

7. The failure of any Party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that Party's right to insist upon appropriate performance or to assert any such right on any future occasion.

8. If any action, whether real or asserted, at law or in equity, arises on the basis of any provision of this Agreement, venue for such action shall lie in state courts located in BURNET COUNTY, Texas. This Agreement shall be construed in accordance with the laws of the State of Texas.

9. The provisions and conditions of this Agreement are solely for the benefit of BURNET COUNTY, LLANO COUNTY, and BLANCO COUNTY and are not intended to create any rights, contractual or otherwise, to any other person or entity.

10. It is expressly understood and agreed by the Parties to this Agreement that if the performance of

any obligation hereunder is delayed by reason of war; civil commotion; acts of God; inclement weather; governmental restrictions, regulations, or interferences; delays caused by unforeseen construction or site issues; fire or other casualty; court injunction; necessary condemnation proceedings; acts of the other Party, its affiliates/related entities and/or their contractors; any actions or inactions of third parties; or other circumstances which are reasonably beyond the control of the Party obligated or permitted under the terms of this Agreement to do or perform the same, regard less of whether any such circumstances is similar to any of those enumerated or not; the party so obligated or permitted shall be excused from doing or performing the same du ring such period of delay, so that the time period applicable to such performance shall be extended for a period of time equal or the period such party was delayed clue to the event causing delay.

10. The Commissioners Court of a Participating County may opt out of this Agreement annually on October 1 of a given year by giving 90 days' notice to all Commissioners Courts participating in the Plan.

11. This Agreement, including any exhibits attached hereto and any documents i ncorporated herein by reference, contains the entire understanding and agreement between the Parties as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement. This Agreement may be executed by multiple originals, each to be submitted for approval to the Participating Counties' C o mmissioners' Court.

SIGNED AND EXECUTED this _____ day of _____, 2021.

**COUNTY OF BURNET
STATE OF TEXAS**

**COUNTY OF LLANO
STATE OF TEXAS**

By: _____
Honorable James Oakley
Burnet County Judge

By: _____
Hon. Ron Cunningham
Llano County Judge

**COUNTY OF BLANCO
STATE OF TEXAS**

By: _____
Honorable Brett Bray
Blanco Courty Judge

Allocation of Grant Match

Estimated county matches based on TIDC Planning Study (4/2020)

	Dollar Amount	Percent
Burnet County Match	\$ 244,202	67.9%
Llano County Match	78,249	21.8 %
Blanco County Match	37,115	10.3%
Total County Matches	\$ 359,566	100.0%

Pending CAPT 2/12/20

**PROCLAMATION
OF BLANCO COUNTY
PROCLAIMING OCTOBER 2021 AS**

"Hill Country Night Sky Month in the Blanco County"

- WHEREAS,** the aesthetic beauty and wonder of star-filled skies are the heritage of all humankind and locally to the inhabitants of Blanco County and are therefore worthy of celebration; and
- WHEREAS,** the experience of standing beneath a star-filled night sky inspires feelings of wonder and awe, and may encourage interest in science and nature especially among young people; and
- WHEREAS,** the opportunity to view star-filled skies attracts tourists to our region and therefore economic benefit to Blanco County; and
- WHEREAS,** preserving the rich historic heritage and starry night skies of Blanco County is important to its residents; and
- WHEREAS,** "light pollution," which is wasted artificial light that performs no function or task and goes where it is not needed, creates glare, light trespass, and sky glow; and
- WHEREAS,** light pollution wastes natural resources amounting to at least \$2 billion per year and contributes to diminished American energy independence; and
- WHEREAS,** the historical view of the night skies has been eroding in many nearby areas and generations are growing up with limited, if any, view of the wonders of the universe; and
- WHEREAS,** the influx of people into the Texas Hill Country region and the accompanying light pollution from area lighting fixtures has been steadily on the rise; and
- WHEREAS,** solving the problem of light pollution involves making better use of outdoor lighting to direct light down to where it is needed instead of upward into the sky, putting outdoor lights on timers and motion detectors and using outdoor lighting only where necessary; and
- WHEREAS,** Hill Country communities are increasingly dedicated to the preservation of the region's night skies, as evidenced by the frequent educational activities conducted in our region and by the increasing number of places in our region recognized as International Dark-Sky Places by the International Dark-Sky Association, including: Enchanted Rock State Natural Area, South Llano State Park, the City of Dripping Springs, the Wimberley Valley, the City of Fredericksburg, the City of Horseshoe Bay, U Bar U Camp & Retreat Center, the River Hills Neighborhood of Travis County, and the Lost Creek Neighborhood of Travis County; and
- WHEREAS,** this regional effort and the preservation and celebration of our night skies is worthy of a month-long celebration.

NOW THEREFORE, BE IT PROCLAIMED by the Commissioners' Court of Blanco County, Texas:

That October 2021 shall hereafter be known as "Hill Country Night Sky Month" in Blanco County, Texas.

That Blanco County encourages citizens to enjoy the night sky and to participate in the Hill Country region's events and programs celebrating the night sky and promoting the ways in which communities are working to preserve it.

That Blanco County encourages citizens to learn about light pollution and why it matters, night sky friendly lighting, and lighting recommendations, and to implement practices and lighting improvements that will reduce light pollution, thereby preserving our night skies.

The Blanco County Clerk is hereby instructed to post this Proclamation for public display and enter this document into the permanent records of Blanco County.

ATTEST:

Beth Bray, Blanco County Judge

Laura Walla, Blanco County Clerk

COPY



Johnson Controls Fire Protection LP
 401 Center Ridge Dr.
 Austin, TX 78753
 361-225-9286
 Angela.Bremar@jci.com

PROPOSAL AND SERVICE AGREEMENT

Johnson Controls Contract #: 21528090	Salesperson: Angela Bremar	Date: 9/10/2021
Bill – To Location: Blanco County PO Box 471 Johnson City, TX 78636	Ship – To Location: Blanco Co. Law Enforcement 400 S Hwy 281 Johnson City, TX 78636	

Johnson Controls Fire Protection LP ("Company"), for and in consideration of the prices herein named, proposes to furnish the work, and/or materials hereinafter described, subject to the terms and conditions of this Agreement.

Contract Dates: October 1, 2021 To September 30, 2022
Scope of Service: See Contract Details on Page 2
Total Annual Amount: \$2,430.00
Renewal Requirements: Customer Requires New Service Agreement
Billing Frequency: BAMA

Customer Acceptance

In accepting this Agreement, Customer agrees to the terms and conditions contained in Service Agreement #2158090 including those on the following page(s) of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT. This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.**

BLANCO COUNTY LAW ENFORCEMENT CENTER

JOHNSON CONTROLS FIRE PROTECTION LP

By: _____
Name: _____
Title: _____
PO # (if applicable): _____

By: _____
Name: _____
Title: _____
License # (if applicable): _____



THIS AMENDMENT TO SCOPE OF WORK (the "Amendment") is entered into this 10th day of September, 2021, by and between Johnson Controls Fire Protection (the "Company"), and Blanco County (the "Customer"), to amend, change and modify contract 21528090 between Company and Customer dated October 1, 2020 (the "Agreement").

WITNESSETH:

The Scope of Work of the Agreement is hereby amended as follows:

- Upgrade Service Plan Offerings from Basic to Essential Coverage
- Fire Alarm inspections will be completed Annually in October

Any equipment and/or services provided pursuant to this Amendment to Scope of Work shall be provided pursuant to the terms and conditions of the Agreement between the parties. The Agreement, as modified herein, constitutes entire agreement between the parties, which can be modified only by a written agreement signed by both parties.

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

BLANCO COUNTY LAW ENFORCEMENT CENTER

JOHNSON CONTROLS FIRE PROTECTION LP

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

PO # (if applicable): _____

License # (if applicable): _____





*We recently updated our Service Plan offerings some additional benefits may be provided to our customers. Below is a summary of the upgrades made to the Service Plan offerings.

Previous Plan (Fire Alarm)	Previous Plan Includes	Upgraded Plan	Upgraded Plan Includes
Basic	<ul style="list-style-type: none"> ▪ Test & Inspect ▪ Xaap Electronic Inspection Reporting ▪ 10% Labor Discount 	Essential	<ul style="list-style-type: none"> ▪ Test & Inspection ▪ Xaap Electronic Inspection reporting ▪ 10% Labor Discount ▪ Customer Portal
Precision Labor	<ul style="list-style-type: none"> ▪ Test & Inspection ▪ Labor Coverage ▪ 15% Labor Discount for services not covered under contract (i.e. Acts of Nature, Faulty Wiring, Moves/Adds/Changes, User Abuse & Vandalism) ▪ Xaap Electronic Reporting ▪ Custom Operator Training ▪ Remote Diagnostics Option (supports all Simplex panels) ▪ Smoke Detector Cleaning ▪ Sensitivity Testing (for older, non - addressable panels) 	Enhanced	<ul style="list-style-type: none"> ▪ Test & Inspection ▪ Labor Coverage & Panel Parts Coverage ▪ 15% Labor Discount for services not covered under contract (i.e. Acts of Nature, Faulty Wiring, User Abuse & Vandalism) ▪ Xaap Electronic Inspection Reporting ▪ Battery Replacement Option (batteries are ONLY replaced 3 years from the current date listed on panel batteries. Excludes additional replacements.) ▪ Remote Service Support ▪ Smoke Detector Cleaning ▪ Sensitivity Testing (non - addressable panels) ▪ Customer Portal
Comprehensive	<ul style="list-style-type: none"> ▪ Test & Inspection ▪ System Labor Coverage ▪ System Parts Coverage ▪ Peripheral Part Replacement Coverage ▪ Xaap Electronic Inspection Reporting ▪ 20% Discount for services not covered under contract ▪ Customer Operator Training ▪ Remote Diagnostics Option ▪ Priority Response (this is not a guarantee) ▪ Remote Service Solutions 	Expert	<ul style="list-style-type: none"> ▪ Test & Inspection ▪ System Labor Coverage ▪ System Parts Coverage ▪ Peripheral Part Replacement Coverage ▪ Xaap Electronic Inspection Reporting ▪ 20% Discount for services not covered under contract ▪ Battery Replacement Coverage (batteries are ONLY replaced 3 years from the current date listed on panel batteries. Excludes additional replacements.) ▪ Remote Service Support ▪ Smoke Detector Cleaning ▪ Customer Portal



*We recently updated our Service Plan offerings some additional benefits may be provided to our customers. Below is a summary of the upgrades made to the Service Plan offerings.

Previous Plan (Sprinkler)	Previous Plan Includes	Upgraded Plan	Upgraded Plan Includes
Basic	<ul style="list-style-type: none"> ▪ Test & Inspect ▪ Xaap Electronic Inspection Reporting ▪ 10% Labor Discount 	Essential	<ul style="list-style-type: none"> ▪ Test & Inspection ▪ Xaap Electronic Inspection reporting ▪ 10% Labor and Parts Discount ▪ Fire Pump Advanced Vibration Evaluation (Included for Annual Fire Pump Inspection only.)
N/A		Enhanced	<ul style="list-style-type: none"> ▪ Test & Inspection ▪ Xaap Electronic Inspection Reporting ▪ 20% Labor and Parts Discount ▪ Fire Pump Advanced Vibration Evaluation (Included for Annual Fire Pump Inspection only.) ▪ Sprinkler System Monitoring Gateway ▪ Annual Connected Equipment Inspection including battery replacement ▪ Remote Service Support

PENDING COUNTY APPROVAL



*We recently updated our Service Plan offerings some additional benefits may be provided to our customers. Below is a summary of the upgrades made to the Service Plan offerings.

Previous Plan (Kitchen Hood)	Previous Plan Includes	Upgraded Plan	Upgraded Plan Includes
Basic	<ul style="list-style-type: none"> Test & Inspect 	Essential	<ul style="list-style-type: none"> Test & Inspection Xaap Electronic Inspection reporting option Customer Portal
Comprehensive	<ul style="list-style-type: none"> Test & Inspection Includes replacement of up to (5) fusible links, tamper seals, blow-off caps, and nozzles associated with system. 	Enhanced	<ul style="list-style-type: none"> Test & Inspection Includes replacement of up to (5) fusible links, tamper seals, blow-off caps and nozzles associated with the system. Xaap Electronic Inspection Reporting option Customer Portal

PENDING COUNTY APPROVAL

TERMS AND CONDITIONS

1. Term. The Initial Term of this Agreement shall commence on the date of this Agreement and continue for the period indicated in this Agreement. At the conclusion of the Initial Term, this Agreement shall automatically extend for successive terms equal to the Initial Term, each and together a "Term" of this Agreement, unless either party gives written notice to the other party at least thirty (30) days prior to the end of the then-current term. Customer may terminate this Agreement without penalty for any future fiscal year if funds are not appropriated for the Agreement. If Customer terminates this agreement due to non-appropriation of funds and Customer has prepaid any amounts such prepaid amounts shall be refunded. Termination for non-appropriation of funds shall not relieve Customer of its obligation to pay for services already rendered.

2. Payment. Payments shall be invoiced and due in accordance with the terms and conditions set forth in this Agreement. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement.

3. Pricing. The pricing set forth in this Agreement is based on the number of devices and services to be performed as set forth in this Agreement. If the actual number of devices installed or services to be performed is greater than that set forth in this Agreement, the price will be increased accordingly. Company may increase prices upon notice to the Customer or annually to reflect increases in material and labor costs. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, installation or alarm permits, false alarm assessments, or any charges imposed by any government body, however designated, levied or based on the service charges pursuant to this Agreement. The Customer's failure to make payment when due is a material breach of this Agreement.

4. Code Compliance. Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in this Agreement. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

5. Limitation of Liability; Limitations of Remedy. Customer understands that Company offers several levels of protection services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose, that equipment or services supplied by Company will detect or avert occurrences or the consequences thereof that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences thereof, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability for Services performed on site at Customer's premises shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or, where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Company's liability with respect to Monitoring Services is set forth in Section 17 of this Agreement. Such sum shall be complete and exclusive. If Customer desires Company to assume greater liability, the parties shall amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold Company as an insurer. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

6. Reciprocal Waiver of Claims (SAFETY Act). Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

7. Indemnity.

8. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. Customer acknowledges and agrees that by this Agreement, Company, unless specifically stated, does not undertake any obligation to maintain or render Customer's system or equipment as Year 2000 compliant, which shall mean, capable of correctly handling the processing of calendar dates before or after December 31, 1999. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. – 5:00 p.m.), Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. All work performed unscheduled unless otherwise specified in this Agreement. Appointments scheduled for four-hour window. Additional charges may apply for special scheduling requests, e.g. working around equipment shutdowns, after hours work.

Company will perform the services described in the Service Solution ("Services") for one or more system(s) or equipment as described in the Service Solution or the listed attachments ("Covered System(s)"). UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

9. Customer Responsibilities. Customer shall regularly test the System(s) in accordance with applicable law and manufacturers' and Company's recommendations. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site representative prior to work. Should such repair work be declined, Company shall be relieved from any and all liability arising therefrom.

Customer further agrees to:

- Provide Company clear access to Covered System(s) to be serviced including, if applicable, lift trucks or other equipment needed to reach inaccessible equipment;
- Supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;
- Notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;
- Provide a safe work environment;
- In the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational; and
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this agreement.

Customer represents and warrants that it has the right to authorize the Services to be performed as set forth in this Agreement.

10. Repair Services. Where Customer expressly includes repair, replacement, and emergency response services in the Service Solution section of this Agreement, such services apply only to the components or equipment of the Covered System(s). Customer agrees to promptly request repair services in the event the System becomes inoperable or otherwise requires repair. The Agreement price does not include repairs to the Covered System(s) recommended by Company as a result of an inspection, for

which Company will submit independent pricing to customer and as to which Company will not proceed until Customer authorizes such work and approves the pricing. Repair or replacement of non-maintainable parts of the Covered System(s) including, but not limited to, unit cabinets, insulating material, electrical wiring, structural supports, and all other non-moving parts, is not included under this Agreement.

11. System Equipment. The purchase of equipment or peripheral devices, (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company, Customer or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

12. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

13. Availability and Cost of Steel, Plastics & Other Commodities. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. (i) In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty.

14. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

15. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- "Permit confined space," as defined by OSHA,
- Risk of infectious disease,
- Need for air monitoring, respiratory protection, or other medical risk,
- Asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions". Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company.

This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

16. Remote Service. If Customer selects Remote Service, Customer understands and agrees that, while Remote Service provides for communication regarding Customer's fire alarm system to Company via the internet, Remote Service does not constitute monitoring of the system and Customer understands that Remote Service does not provide for Company to contact the fire department or other authorities in the event of a fire alarm. The Customer understands that if it wishes to receive monitoring of its fire alarm system and notification of the fire department or other authorities in the event of a fire alarm, it must select monitoring services as a separate service under this Agreement. **CUSTOMER FURTHER UNDERSTANDS AND AGREES THAT THE TERMS OF SECTION 17.F OF THIS AGREEMENT APPLY TO REMOTE SERVICE.**

17. Monitoring Services. If Customer has selected Monitoring services, the following shall apply to such services:

A. Alarm Monitoring Service. Customer agrees and acknowledges that Company's sole and only obligation under this Agreement shall be to provide alarm monitoring, notification, and/or Runner services as set forth in this Agreement and to endeavor to notify the party(ies) identified by Customer on the Contact/Call List ("Contacts") and/or Local Emergency Dispatch Numbers for responding authorities. Upon receipt of an alarm signal, Company may, at our sole discretion, attempt to notify the Contacts to verify the signal is not false. If we fail to notify the Contacts or question the response we receive, we will attempt to notify the responding authority. In the event Company receives a supervisory signal or trouble signal, Company shall endeavor to promptly notify one of the Contacts. Company shall not be responsible for a Contact's or responding authority's refusal to acknowledge/respond to Company's notifications of receipt of an alarm signal, nor shall Company be required to make additional notifications because of such refusal. The Contacts are authorized to act on Customer's behalf and, if so designated on the Contact/Call List, are authorized to cancel an alarm prior to the notification of authorities. Customer understands that local laws, ordinances or policies may restrict Company's ability to provide the alarm monitoring and notification services described in this Agreement and/or necessitate modified or additional services and related charges to Customer. Customer understands that Company may employ a number of industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings; implementation of "partial clear time bypass" procedures at our alarm monitoring center and other similar measures at our sole discretion from time to time. **THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ALARM ACTIVATION UNTIL THE ALARM SYSTEM IS MANUALLY RESET.** Upon receiving notification from Company that a fire or gas detection (e.g. carbon monoxide) signal has been received, the responding authority may forcibly enter the premises. Cellular radio unit test supervision, if provided under this Agreement, provides only the status of the cellular radio unit's current signaling ability at the time of the test communication based on certain programmed intervals and does not serve to detect the potential loss of radio service at the time of an actual emergency event. Company shall not be responsible to provide monitoring services under this Agreement unless and until the communication link between Customer's premises and Company's Monitoring Center has been tested. **SUCH SERVICES ARE PROVIDED WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

B. Limitation of Liability; Limitations of Remedy. Customer understands that Company offers several levels of Monitoring Services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. **It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to Company hereunder are based upon the value of the Monitoring Services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises.** Customer agrees to look to the Customer's insurer to recover for injuries or damage in the event of any loss or injury for damages or injuries incurred as a direct result of the failure of the system. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its monitoring obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability with respect to Monitoring Services shall be the lesser of the annual fee for Monitoring Services allocable to the site where the incident occurred or two thousand five hundred (\$2,500) dollars. Such sum shall be complete and exclusive. If Customer desires Company to assume greater liability, the parties shall amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold Company as an insurer. **IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING,**

ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

C. Indemnity, Insurance.

D. **No modification.** Modification to Sections 17 B or C may only be made by a written amendment to this Agreement signed by both parties specifically referencing Section 17 B and/or C, and no such amendment shall be effective unless approved by the manager of Company's Central Monitoring Center.

E. Customer's Duties.

- i. Company should be notified by Customer in the event of an alarm (the Contact/Call List) and Local Emergency Dispatch Numbers and provide all changes, revision and modifications to the above to Company in writing in a timely manner. Customer must ensure that all such persons are authorized and able to respond to such notification.
- ii. Customer shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by Company during the term of this Agreement. Customer agrees that it is responsible for any losses or damages due to malfunction, miscommunication or failure of Customer's system to accurately handle, process or communicate data. If any defect in operation of the System develops, or in the event of a power failure, interruption of telephone service, or other interruption at Customer's premises of signal or data transmission through any media, Customer shall notify Company immediately. If space/interior protection (i.e. ultrasonic, microwave, infrared, etc.) is part of the System, Customer shall walk test the system in the manner recommended by Company.
- iii. When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, air conditioners, horns, bells, animals and any other sources of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the alarm system is on, Customer shall notify Company.
- iv. Customer shall promptly reset the System after any activation.
- v. Customer shall notify Company regarding any remodeling or other changes to the protected premises that may affect operation of the system.
- vi. Customer shall cooperate with Company in the installation, operation and/or maintenance of the system and agrees to follow all instructions and procedures which may be prescribed for the operation of the system, the rendering of services and the provision of security for the premises.
- vii. Customer shall pay all charges made by any telephone or communications provider company or other utility for installation, leasing, and service charges of telephone lines connecting Customer's premises to Company. Customer acknowledges that alarm signals from Customer's premises to Company are transmitted over Customer's telephone or other transmission service and that in the event the telephone or other transmission service is out of order, disconnected, placed on "vacation", or otherwise interrupted, signals from Customer's alarm system will not be received by Company, during any such interruption in telephone or other transmission service and the interruption will not be known to Company. Customer agrees that in the event the equipment or system continuously transmits signals reasonably determined by Company to be false and/or excessive in number, Customer shall be subject to the additional costs and fees incurred by Company in the receiving and/or responding to the excessive signals and/or Company may at its sole discretion terminate this Agreement with respect to Monitoring services upon notice to Customer.

F. Communication Facilities.

- i. **Authorization.** Customer authorizes Company, on Customer's behalf, to request services, orders or equipment from a telephone company, wireless carrier or other company providing communication facilities, signal transmission services or facilities under this Agreement (referred to as "Communication Company"). Should any third party service, equipment or facility be required to perform the Monitoring services set forth in this Agreement, and should the same be terminated or become otherwise unavailable or impracticable to provide, Company may terminate Monitoring services upon notice to Customer.
- ii. **Digital Communicator.** Customer understands that a digital communicator (DACT), if installed under this Agreement, uses traditional telephone lines for sending signals which eliminate the need for a dedicated telephone line and the costs associated with such dedicated lines.
- iii. **Derived Local Channel.** The Communication Company's services provided to Customer in connection with the Services may include Derived Local Channel service. Such service may be provided under the Communication Company's service marks or service names. These services include providing lines, signal paths, scanning and transmission. Customer agrees that the Communication Company's liability is limited to the same extent Company's liability is limited pursuant to this Section 17.
- iv. **CUSTOMER UNDERSTANDS THAT COMPANY WILL NOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE LINE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELEPHONE SERVICE FOR ANY REASON INCLUDING NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT OTHER POTENTIAL CAUSES OF SUCH A FAILURE OVER CERTAIN TELEPHONE SERVICES (INCLUDING BUT NOT LIMITED TO SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR OR PRIVATE RADIO, ETC. (NON-TRADITIONAL TELEPHONE SERVICE)) INCLUDE BUT ARE NOT LIMITED TO: (1) LOSS OF NORMAL ELECTRIC POWER TO CUSTOMER'S PREMISES (THE BATTERY BACK-UP FOR THE ALARM PANEL DOES NOT POWER TELEPHONE SERVICE); AND (2) ELECTRONICS FAILURES SUCH AS A MODEM MALFUNCTION. CUSTOMER UNDERSTANDS THAT COMPANY WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF CUSTOMER'S ALARM SYSTEM WITH NON-TRADITIONAL TELEPHONE SERVICE AT THE TIME OF INITIAL CONNECTION TO COMPANY'S MONITORING CENTER AND THAT CHANGES IN CUSTOMER'S TELEPHONE SERVICE'S DATA FORMAT AFTER THE INITIAL REVIEW OF COMPATIBILITY COULD MAKE CUSTOMER'S TELEPHONE SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO COMPANY'S MONITORING CENTERS. IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT IT IS COMPATIBLE, COMPANY WILL PERMIT CUSTOMER TO USE NON-TRADITIONAL TELEPHONE SERVICE AS THE SOLE METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT COMPANY RECOMMENDS THE USE OF AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER REGARDLESS OF THE TYPE OF TELEPHONE SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S NON-TRADITIONAL TELEPHONE SERVICE IS OR LATER BECOMES NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER NON-TRADITIONAL TELEPHONE SERVICE THAT IS NOT COMPATIBLE, THEN COMPANY REQUIRES THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO COMPANY AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER. CUSTOMER UNDERSTANDS THAT TRANSMISSION OF FIRE ALARM SIGNALS BY MEANS OTHER THAN A TRADITIONAL TELEPHONE LINE MAY NOT BE IN COMPLIANCE WITH FIRE ALARM STANDARDS OR SOME LOCAL FIRE CODES, AND THAT IT IS CUSTOMER'S OBLIGATION TO COMPLY WITH SUCH STANDARDS AND CODES. CUSTOMER ALSO UNDERSTANDS THAT IF THE ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT IF A NON-TRADITIONAL TELEPHONE SERVICE LINE IS CUT OR INTERRUPTED, AND THAT COMPANY MAY NOT BE ABLE TO PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-TRADITIONAL TELEPHONE LINE OR SERVICE. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM PANEL MAY BE UNABLE TO SEIZE THE PHONE LINE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION IS OFF THE HOOK DUE TO IMPROPER CONNECTION OR OTHERWISE.**

G. **Verification; Runner Service.** Some jurisdictions may require alarm verification by telephone or on-site verification (Runner Service) before dispatching emergency services. In the event that a requirement of alarm verification becomes effective after the date of this Agreement, such services may be available at an additional charge. Company shall not be held liable for any delay or failure of dispatch of emergency services arising from such verification. Where Runner Service is indicated, such services may be provided by a third party. COMPANY WILL NOT ARREST OR DETAIN ANY PERSON.

H. **Personal Emergency Response Service.** If Customer has selected Personal Emergency Response Services, Customer agrees that the very nature of Personal Emergency Response Services, irrespective of any delays, involves uncertainty, risk and possible serious injury, disability or death, for which Company should not under any

circumstances be held responsible or liable; that the equipment furnished for Personal Emergency Response Services is not foolproof and may experience signal transmission failures or delays for any number of reasons, whether or not our fault or under Company's control; that the actual time required for medical emergency providers to arrive at the premises and/or to transport any person requiring medical attention is unpredictable and that many contributing factors, including but not limited to such things as telephone network operation, distance, weather, road and traffic conditions, alarm equipment function and human factors, both with responding authorities and with Company, may affect response

18. Limited Warranty. COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL, EXCLUDING MONITORING SERVICES, FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF FURNISHING. Where Company provides product or equipment of others, Company will warrant the product or equipment only to the extent warranted by such third party. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER. COMPANY MAKES NO WARRANTY OR REPRESENTATION, AND UNDERTAKES NO OBLIGATION TO ENSURE BY THE SERVICES PERFORMED UNDER THIS AGREEMENT, THAT COMPANY'S PRODUCTS OR THE SYSTEMS OR EQUIPMENT OF THE CUSTOMER WILL CORRECTLY HANDLE THE PROCESSING OF CALENDAR DATES BEFORE OR AFTER DECEMBER 31, 1999.

19. Taxes, Fees, Fines, Licenses, and Permits. Customer agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and services listed, including telephone company line charges, if any. Customer shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all permit, license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. Company may, without notice, obtain any required permit, license or registration for Customer at Customer's expense and charge a fee for this service. If Customer fails to maintain any required licenses or permits, Company shall not be responsible for performing the services and may terminate the services without notice to Customer.

20. Outside Charges. Customer understands and accepts that Company specifically denies any responsibility for charges associated with the notification or dispatching of anyone, including but not limited to fire department, police department, paramedics, doctors, or any other emergency personnel, and if there are any charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of Customer.

21. Insurance.

22. Waiver of Subrogation.

23. Force Majeure, Exclusions. Company shall not be responsible for delays, interruption or failure to render services due to causes beyond its control, including but not limited to material shortages, work stoppages, fires, civil disobedience or unrest, severe weather, fire or any other cause beyond the control of Company. This Agreement expressly excludes, without limitation, provision of fire watches; reloading of, upgrading, and maintaining computer software, making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises; vandalism; power failure; current fluctuation; failure due to non-Company installation; lightning, electrical storm, or other severe weather; water; accident; fire; acts of God; testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), cartridges greater than 16 grams; gas valve installation; or any other cause external to the Covered System(s) and Company shall not be required to provide Service while interruption of service due to such causes shall continue. This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the Service Solution, the Agreement price does not include travel expenses.

24. Delays. Company shall have no responsibility or liability to Customer or any other person for delays in the installation or repair of the System or the performance of our Services regardless of the reason, or for any resulting consequences.

25. Termination. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

26. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

27. Default. An Event of Default shall include 1) any full or partial termination of this Agreement by Customer before the expiration of the then-current Term, 2) failure of the Customer to pay any amount within thirty (30) days after the amount is due and payable, 3) abuse of the System or the Equipment, 4) failure by Customer to observe, keep or perform any term of this Agreement; 5) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, 1) discontinue furnishing Services, 2) by written notice to Customer declare the balance of unpaid amounts due and to become due under the this Agreement to be immediately due and payable, provided that all past due amounts shall bear interest at the rate of 1 1/2% per month (18% per year) or the highest amount permitted by law, 3) receive immediate possession of any equipment for which Customer has not paid, 4) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and 5) recover all costs and expenses, including without limitation. The prevailing party shall be entitled to reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

28. One-Year Limitation on Actions, Choice of Law. It is agreed that no suit, or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claim arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, Agreement, or any other legal theory. The laws of Texas shall govern the validity, enforceability, and interpretation of this Agreement.

29. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement without obtaining Customer's consent.

30. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions relating to the Services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

31. Headings. The headings in this Agreement are for convenience only.

32. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

33. Electronic Media. Customer agrees that Company may scan, image or otherwise convert this Agreement into an electronic format of any nature. Customer agrees that a copy of this Agreement produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation. Customer agrees that Company's receipt by fax of the Agreement signed by Customer legally binds Customer and such fax copy is legally equivalent to the original for any and all purposes, including litigation.

34. Legal Fees.

35. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, PMB 392, Montgomery, Alabama 36116 (334) 264-9388; AR Regulated by: Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600; CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act; NY Licensed by the N.Y.S. Department of the State; TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, TX 78752-4422, 512-424-7710. License numbers available at www.simplexgrinnell.com or contact your local SimplexGrinnell office.

2021 - BLANCO COUNTY

Fee Name	Fee Amt
Notices	
Subpoenas	60.00
Summons	60.00
Writ of Attachment	200.00
Writ of Garnishment	200.00
Writ of Sequestration	200.00
Orders of Sale	100.00
<p>10% commission applied to collections up to \$20,000 and a fee of 4% for collections above \$20,000.</p>	
Writ of Possession	200.00
Forcible Detainer	75.00
Notice - Posting (each location)	60.00
Other Charges	.00
<p>When executing any Writ, Precept or Court Order that exceeds 2 hours, an additional fee of \$40 per hour, per officer, plus mileage at the IRS allowable rate, shall be incurred to perform service and return from performing service.</p>	

Fee Name	Fee Amt
Service Fees	
Small Claims Citation	60.00
Justice Court Citation	60.00
All Other Courts' Citations	60.00
Other Service Fees	
Writ of Restitution	200.00
Show Cause Order	60.00
Temporary Restraining Order	75.00
Temporary Protective Order	60.00
Jury Fee	21.00
Mental Commitment	75.00
Precept to Serve/Notice	60.00
Injunction	60.00
Deed or Bill of Sale (each)	30.00
Tax Warrant	200.00
Writ of Turnover Order	200.00
Cancellation Fee	500.00
<div style="border: 1px solid black; padding: 5px;"> <p>Applicable to Orders of Sale or Writ of Execution (excluding Foreclosure Orders of Sale). Directed by plaintiff to withhold or release levy and withhold collection, cancel or recall writ without constable's collection of judgement and costs, shall include all costs incurred and cancellation fee.</p> </div>	
Transportation	40.00

Fee Name

Fee Amt

If ordered by the court to transport to, from or out of the county Court of Jurisdiction, a fee per hour, per officer, plus mileage at the IRS allowable rate, plus lodging costs.

Writ of Execution

200.00

10% commission applied to collections up to \$20,000 and a fee of 4% for collections above \$20,000.

Address 1

Title County Clerk

Address P.O. Box 65

Additional Address

City, State Zip Johnson City, TX 78636

Phone 830-868-7357

Fax



RESOLUTION

Whereas, The Commissioners Court of Blanco County finds it in the best interest of the citizens of Blanco County to complete the required 5-year update of the County Hazard Mitigation Plan which will assure eligibility for funding from the Federal Emergency Management Agency (FEMA) for mitigation projects; and

Whereas, Blanco County is eligible to apply for grant funding from the Federal Emergency Management Agency (FEMA) for the expense of utilizing a consulting firm to complete the process of updating and revising the current Hazard Mitigation Plan; and

Whereas, The Commissioners Court of Blanco County authorizes the Blanco County Office of Emergency Management to apply for grant funding to offset the expense of hiring a consulting firm knowledgeable in the preparation of county-wide hazard mitigation plans to assist the Office of Emergency Management in the required revisions to the current Hazard Mitigation Plan; and

Whereas, FEMA requires public advertising for consultants for grant preparation, the Office of Emergency Management is authorized to place requests for proposals in local newspapers; and

Whereas, The Commissioners Court of Blanco County designates the County Judge for Blanco County as the grantees' authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of Blanco County, and;

Whereas, The Commissioners Court of Blanco County agrees that in the event of loss or misuse of grant funds, the Commissioners Court of Blanco County assures that the funds will be returned to FEMA, in full.

Now Therefore, Be it Resolved that The Commissioners Court of Blanco County approves submission of an application for grant funding to the Federal Emergency Management Agency for expenses associated with the revisions to the County Hazard Mitigation Plan.

Signed: _____
Brett G. Bray, County Judge

Passed and Approved this 28th day of September, 2021