On this the 28<sup>th</sup> day of July 2020 at 9:00 A. M. the Honorable Commissioners Court of Blanco County convened in a SPECIAL 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

ITEM 1 – Call to Order and Roll Call.

Judge and all 4 Commissioners were present.

ITEM 2 – Pledge of Allegiance.

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

ITEM 4 – 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 as presented, seconded by Commissioner Uecker. Judge Bray asked for discussion and vote.

JUDGE BRAY - YES.

COMMISSIONER WEIR - YES.

COMMISSIONER UECKER - YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER GRANBERG - YES. MOTION CARRIED. 5/0

ITEM 5 – Consider ratifying or approving line-item transfers as presented. Vote on any action taken. (Judge Bray)

COMMISSIONER LIESMANN made the motion approving the line-item transfers as presented, 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 6 - 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 \$195,652.87, seconded by Commissioner Weir. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

ITEM 7 – Consider proclamation declaring July 2021 as "First Responder Month" in Blanco County. Vote on any action taken. (Judge Bray)

COMMISSIONER WEIR made the motion to accept the proclamation declaring July 2021 as "First Responder Month" in Blanco County, seconded by Commissioner Uecker. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

ITEM 8 – Consider authorization for JP #1 office to advertise for employee in both Johnson City and Blanco newspapers. Vote on any action taken. (Judge Bray & Judge Brodbeck)

COMMISSIONER GRANBERG so moves to authorize for JP #1 office to advertise for employee in both Johnson City and Blanco newspapers, seconded by Commissioner Uecker. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

ITEM 9 – Discussion and possible action regarding opening the exterior doors of the courthouse. Vote on any action taken. (Judge Bray)

COMMISSIONER LIESMANN made the motion to open the doors, 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 10 – Consider approval of addendum between Blanco County Precinct 1 Constable Office and Central Square Technologies, LLC. Vote on any action taken. (Judge Bray & Constable Fisher)

COMMISSIONER GRANBERG moves we consider approving the addendum between Blanco County Precinct 1 Constable Office and Central Square Technologies, LLC, seconded by Commissioner Weir. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

ITEM 11 – Consider authorization for the County Judge to sign a resolution authorizing the County Office of Emergency Management to see grant funding from the Texas Division of Emergency Management to offset the expenses of hiring a consultant to assist with the require 5-year update of the County Hazare Mitigation Plan. Vote on any action taken. (Commissioner Liesmann)

COMMISSIONER LIESMANN made the motion authorizing the County Judge to sign a resolution authorizing the County Office of Emergency Management to see grant funding from the Texas Division of Emergency Management to offset the expenses of hiring a consultant to assist with the require 5-year update of the County Hazare Mitigation Plan, seconded by Commissioner Granberg. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

ITEM 12 – Consider authorization for the County Judge to sign the annual Motorola Service agreement for FY2021-22. Vote on any action taken. (Commissioner Liesmann)

COMMISSIONER LIESMANN made the motion authorizing the County Judge to sign the annual Motorola Service agreement 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 13 – Consider authorization for the County Judge to sign a resolution in support of an interlocal agreement between Blanco County and the National Park Service to install radio equipment on the tower and equipment room at the LBJ Ranch in Stonewall, TX. Vote on any action taken. (Commissioner Liesmann)

COMMISSIONER LIESMANN made the motion authorizing the County Judge to sign a resolution in support of an interlocal agreement between Blanco County and the National Park Service to install radio equipment on the tower and equipment room at the LBJ Ranch in Stonewall, TX, seconded by Commissioner Weir. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

ITEM 14 – Consider authorization for the County Judge to sign an application for transportation, utility systems, telecommunications and facilities of federal lands and property to install radio equipment on existing tower and equipment room located at the LBJ Ranch in Stonewall, TX. Vote on any action taken. (Commissioner Liesmann)

COMMISSIONER LIESMANN made the motion authorizing the County Judge to sign an application for transportation, utility systems, telecommunications and facilities of federal lands and property to install radio equipment on existing tower and equipment room located at the LBJ Ranch in Stonewall, TX, seconded by Commissioner Granberg. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

ITEM 15 – Discussion and possible action regarding the annual road reports. Vote on any action taken. (Commissioners x 4)

COMMISSIONER LIESMANN made the motion approving the annual road reports, seconded by Commissioner Weir. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

ITEM 16 – Report on activities of the April 2021 cleanup event. Informational item only. (Commissioner Granberg)
ITEM 17 – Consider burn ban. Vote on any action taken. (Judge Bray)
No action taken on this item.
ITEM 18 - 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 09:51 a.m.
The above and foregoing minutes were examined and approved in Open Court this
day of July 2021.
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 June 22, 2021.

County Clerk and Ex-Officio Member of Commissioner's Court, Blanco County, Texas

# BLANCO COUNTY MONTHLY ESTIMATED PAYROLL APPROVAL FORM

### JULY 2021

Total		\$264,053.26	\$ 20,200.08	\$ 21,546.75	\$ 60,523.42	\$ 415.77	\$366,739.28	\$366,739.28	1		1	1	I	1
#18 Courthouse	Security								Date 7.7.7/	Datc	Date	Date	Date	Date
#15 Road &	Bridge Fund	\$22,778.26	\$ 1,742.54	\$ 1,858.71	\$ 6,882.72	\$ 9.43	\$33,271.66			C	OF			
#10 General Fund		\$241,275.00	\$ 18,457.54	\$ 19,688.04	\$ 53,640.70	\$ 406.34	\$333,467.62	BE APPROVED	( Januar III)					
		Salaries	Soc/Med	Retirement	Insurance	Group Term Life	Total	TOTAL PAYROLL TO BE APPROVED	County Treasurer	County Judge	Commissioner Pct 1	Commissioner Pct 2	Commissioner Pct 3	Commissioner Pct 4

## All Official Reports are NOT IN!

MISSING JP#4



### REQUEST FOR A LINE-ITEM TR

BLANCO COUNTY Funds are for a line-item TR available.

DATE:	lly 1, 2021			,	
TO: HONORABLE	COMMISSIONERS COURT			B	
FROM: Sheriff Do	n Jackson				
DEPARTMENT	Blanco County Sheri	ff's Office	21/1-	4	
I SUBMIT TO YOU FO	R YOUR CONSIDERATION,	THE FOLLOWING LINE	7/6/2	1	
FUND	LINE ITEM DI	ESCRIPTION	LINE ITEM #	A	MOUNT
FROM: GENERAL	Miscellaneo	us	10-425-310	\$	580.00
				*******	
				***************************************	<del></del>
TO: GENERAL	Pre-Employ	ment Exams	10-425-431	\$	580.00
			X		
(C)					
0					
Reason for request:					
Additional	funds required				
State of the state					
	e budget for county purposes		.011		
Changes in Budget for C	County Purposes" of the Local	Government Code.			
Lowarkson			Year of the second series		
Department Head Signa	iture	Attest: County Clerk (if Commissioners' Court Action)			
Brott	122my				
Co Judge/Commissione	rs' Court Approval /				

(as needed)

# **Blanco County Commissioners' Court**

July 13, 2021

# Invoice File Listing By Fund

Disbursement	\$ 83,166.11	\$ 20,926.40	\$ 1,308.25	\$ 1,445.00	\$ 156.35	ind \$ 17,425.86	\$ 525,623.50	\$ 650,051.47
Description	General Fund	Road & Bridge Fund	Records Management Clerk	Hazardous Waste	Jail Inmate Commissary	Countywide R&B Improvement Fund	Interest & Sinking Fund	
Fund	010	015	017	022	045	046	090	Total

)

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

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 Date Date Commissioner Pct 3 Commissioner Pct 4 Attest Asst. County Auditor: Commissioner Pct 1 Commissioner Pct 2 **County Judge** 

07/08/2021--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0010 10-000-000 GENERAL FUND CYCLE: ALL PAGE 1 PREPARER: 0004 DEPARTMENT NAME-OF-VENDOR INVOICE-NO S DESCRIPTION-OF-INVOICE AMOUNT 0300-GENERAL FUND REVENUES BEARCOM WIRELESS WORLDWIDE TICKET #S817320 76969 Α 14,675.00 DEPARTMENT TOTAL 14,675,00 0410-COUNTY CLERK BUSINESS CENTER PRINT & OS 76989 INV#144124 CO CLERK 253.40 DEPARTMENT TOTAL 253.40 0411-ELECTIONS ADMINISTRATOR BUSINESS CENTER PRINT & OS 76986 Α INV#144398 EA 179.67 DEPARTMENT TOTAL 179.67 0412-DISTRICT CLERK CARD SERVICE CENTER 77101 4707 1205 3610 0351 ELSBURY 48.51 DEPARTMENT TOTAL 48.51 0415-COUNTY ATTORNEY KIMBERLY AYERS 77024 A REIMBURSEMENT 200.00 SOFTWARE UNLIMITED CORPORATION 76942 A INV #62227 COUNTY ATTORNEY 276.95 DEPARTMENT TOTAL 476.95 0420-TAX ASSESSOR/COLLECTOR 76987 BUSINESS CENTER PRINT & OS INV#144398 TAC Α 140.76 CARD SERVICE CENTER 77096 4707 1205 3610 0666 SWIFT A 1,392.44 CARD SERVICE CENTER 77108 A 4707 1205 3610 0377 CO JUDGE 675.97 DEPARTMENT TOTAL 2,209.17 0425-COUNTY SHERIFF A T & T MOBILITY 76973 ACCT #287289997662 LEC Α 19.73 76903 INV #6591033 JAIL AUTO CHLOR SERVICES, LLC A 200.43 BEARCOM WIRELESS WORLDWIDE 76981 A INV#5219081 LEC 375,00 76984 BLANCO REGIONAL CLINIC P.A. A INV#180580 LEC 133.00 77092 CARD SERVICE CENTER A 4707 1205 3610 0666 SWIFT 269.70 CARD SERVICE CENTER 77094 A 4707 1205 3610 0666 SWIFT 123.56 CARD SERVICE CENTER 77095 A 4707 1205 3610 0666 SWIFT 52.24 CARD SERVICE CENTER 77104 A 4707 1205 3610 0377 CO JUDGE 150.00 CARD SERVICE CENTER 77105 A 4707 1205 3610 0377 CO JUDGE 117.86 А CARD SERVICE CENTER 77106 4707 1205 3610 0377 CO JUDGE 25.18 A REIMBURSEMENT 76991 CAROL N. LEONARD 481.36 A INV#0253216-IN LEC 76992 CHARM-TEX. INC 79.90 A ACCT #24001-0010131700 LEC CITY OF JOHNSON CITY 76946 152.45 CITY OF JOHNSON CITY 76947 ACCT #24001-0010125500 LEC A 272.55 CITY OF JOHNSON CITY 76948 Α ACCT #24001-0010131600 LEC 541.83 EXPRESS AUTOMOTIVE SERVICE 77000 A INV#3763876 LEC 52.24 EXPRESS AUTOMOTIVE SERVICE 77001 A INV#3763886 LEC 90.73 77002 INV#3763887 LEC EXPRESS AUTOMOTIVE SERVICE A 187-95 EXPRESS AUTOMOTIVE SERVICE 77003 A INV#3763945 LEC 87.73 EXPRESS AUTOMOTIVE SERVICE 77004 A INV#3763983 LEC 67.05 77005 EXPRESS AUTOMOTIVE SERVICE A INV#37664062 LEC 73.43 EXPRESS AUTOMOTIVE SERVICE 77006 A INV#37664073 LEC 70.85 77008 77009 FREDERICKSBURG DENTISTRY, PLLC A DOS 061621 PETERSEN, R 334.00 FREDERICKSBURG DENTISTRY, PLLC A DOS063021 MARTIN, J 474.00 FRONTIER COMMUNICATIONS 76927 A 830-868-7104 LEC 1,000.58 77090 A FUEL - LEC FUELMAN 6,030.05 GALLS, LLC 77010 A INV#018580620 LEC 12.07

A INV#018691311 LEC

77012 A INV#018572006 LEC

101.98

1,032.82

77011

GALLS, LLC

GALLS, LLC

TIME:10:24 AM PREPARER: 0004 \_\_\_\_\_\_

DEPARTMENT NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
GALLS, LLC	77013	A	INV#018625994 LEC	11.90
GALLS, LLC	77014	A	INV#018702831 LEC	50,99
GT DISTRIBUTORS, INC	77017	A	INV#0850764 LEC	44.25
GT DISTRIBUTORS, INC	77018	A	INV#0850765 LEC	97.00
ICS JAIL SUPPLIES INC.	77020	A	INV#W4579400 LEC	204.03
JOHNSON CITY TOWING	77023	A	INV#3034 LEC	125.00
MINDY M DECHERT	77029	A	REIMBURSEMENT	86.04
NORTH BLANCO COUNTY EMS	76933	A	Patient #00001776	399.58
NORTH BLANCO COUNTY EMS	76971	A	PATIENT #00001797 2048	392.52
OFFICESUPPLY.COM	77039	A	INV#4489893 LEC	72.32
OFFICESUPPLY.COM	77040	A	INV#4489893 LEC	38.07
OFFICESUPPLY.COM	77041	A	INV#4500564 LEC	540.66
PERFORMANCE FOOD SERVICE	77053	A	INV#1274397 LEC	2,042.87
PERFORMANCE FOOD SERVICE	77054	A	INV#1274397 LEC	10.02
PERFORMANCE FOOD SERVICE	77055	A	INV#1281475 LEC	2,429.42
PERFORMANCE FOOD SERVICE PERFORMANCE FOOD SERVICE	77056	A	INV#1281475 LEC	20.04
PERFORMANCE FOOD SERVICE	77057	A	INV#1288544 LEC	1,629.34
	77058	A	INV#1288544 LEC	10.02
PERFORMANCE FOOD SERVICE	77059	A	INV#1295218 LEC	1,781.91
PERFORMANCE FOOD SERVICE PETERSON TIRE	77060	A	INV#1295218 LEC	23.91
	77062 77063	A	INV#149652 LEC	200.00
POLICE & SHERIFFS PRESS		A	INV#148652 LEC	47.55
SEYMOURS INC.	77069	A	INV#48541 LEC	371.08
STEVEN A LOGSDON	77070	A A	PRE-EMPLOYMENT EXAMS - BERGMAN, T	175.00
TEXAS A&M ENGINEERING EXT SRV THOMSON WEST	77071 76972	A	INV#RJ7273578 LEC	225.00
			INV #844598811	314.74
TIME WARNER CABLE	76939	A A	ACCT #0144399061521 LEC	1,399.00
VERIZON WIRELESS  VERIZON WIRELESS	76974 76975	A	ACCT #642256328-00001 LEC ACCT #642256328-00001 LEC	2,057.65 13.86
DEPARTMENT TOTAL	70373		ACC1 #042230320-00001 BEC	27,424.04
0432-COUNTY AUDITOR				
DELL MARKETING L.P.	76995	А	INV#10501033663 AUDITOR	459.66
DEPARTMENT TOTAL				459.66
0435-INDIGENT HEALTH CARE				
BAYLOR SCOTT WHITE	76904	A	PATIENT #06242014	696.13
BLANCO PHARMACY & WELLNESS	76958	А	ACCT:113	185.42
BLANCO REGIONAL CLINIC P.A.	76905	А	PATIENT #UPSFRA0001	46.73
HILL COUNTRY PRIMARY CARE PHYSICIAN	76941	А	PATIENT #229JHX5077400	43.17
QUEST DIAGNOSTIC	76937	А	PATIENT #3429125693R	45.69
SCOTT & WHITE HOSPITAL	77109	A	INSURED ID #02202019	119.90
SCOTT & WHITE HOSPITAL	77110	А	INSURED ID #02202019	157.71
SCOTT & WHITE HOSPITAL	77111	А	INSURED ID #02202019	230.56
SCOTT & WHITE HOSPITAL	77112	А	INSURED ID #02202019	6.95
SCOTT & WHITE HOSPITAL	77113	А	INSURED ID #02202019	6.95
SCOTT & WHITE HOSPITAL	77114	А	INSURED ID #02202019	59.95
DEPARTMENT TOTAL				1,599.16
0440-COUNTY EXTENSION AGENCY				
CHRIS WIEMERS	76993	A	REIMBURSEMENT	144.48
GRETCHEN L. SANDERS	77015	А	REIMBURSEMENT	351.51
DEPARTMENT TOTAL				495.99
0445-EMERGENCY MANAGEMENT				
BEARCOM WIRELESS WORLDWIDE	76980	Α	INV#5215863 ER MGMT	1,035.00
PATHMARK TRAFFIC PRODCT/TX INC	77049	A	INV#9899 ER MGMT	388.00
DEPARTMENT TOTAL				1,423,00

TIME:10:24 AM PREPARER:0004

DEPARTMENT			***************************************	
NAME - OF - VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUN
33RD & 424TH JUDICIAL DISTRICTS CSC	76956	А	INV #AP210601-1	253.31
ATASCOSA COUNTY AUDITOR	76902	A	INV #2350	660.00
CROFTS - CROW FUNERAL HOME	76920	A	ZAJONCZKOSKI TRANSPORT	350.00
CROFTS - CROW FUNERAL HOME	76921	A	TUDYK TRANSPORT	350.00
CROFTS - CROW FUNERAL HOME	76922	А	SALAS TRANSPORT	350.00
CROFTS - CROW FUNERAL HOME	76923	A	DEMELLO TRANSPORT	350.0
CROFTS - CROW FUNERAL HOME	76924	A	REYNOLDS TRANSPORT	350.0
CROFTS - CROW FUNERAL HOME	76925	А	HART TRANSPORT	350.0
FRONTIER COMMUNICATIONS	76931	А	830-868-7986 JUDICIAL	212.3
GREENWALT COURT REPORTING	77115	А	INV #5023 CO CLERK	505.8
PERRY THOMAS	76935	А	33RD UNINDICTED	110.0
PERRY THOMAS	76961	A	CASE #1887	425.0
SHELL & SHELL	76938	A	CASE #1241	750.0
DEPARTMENT TOTAL			CHOT WINTI	5,016.4
453-JUVENILE PROBATION				
JUVENILE PROBATION DEPT	76976	A	JULY 2021	4,540.8
DEPARTMENT TOTAL				4,540.88
455-COMMUNITY SERVICES				
PAT DILDINE	76954	A	REIMBURSE FOR HISTORICAL COMMISSION	147.8
PEDERNALES SOIL/WATER CONS DIS	76934	A	PEDERNALES SOIL/WATER DISTRICT 218	2,000.0
TEXAS WILDLIFE DAMAGE MGMT FUND	76957	А	INV #252695 JUNE 2021	2,400.0
DEPARTMENT TOTAL				4,547.8
60-STATE AGENIES SERVICES				
FRONTIER COMMUNICATIONS	76926	A	830-868-4008 ADULT PROBATION	616.5
DEPARTMENT TOTAL				616.5
500-COURTHOUSE EXPENSES				
BILL'S LOCK & KEY	76982	A	INV#24346 N. ANNEX	419.00
BUSINESS CENTER PRINT & OS	76988	А	INV#144398	209.9
CANON FINANCIAL SERVICES, INC.	76907	A	INV #26873057 DIST CLERK	142.3
CANON FINANCIAL SERVICES, INC.	76908	A	INV #26873058 SOUTH ANNEX	47.7
CANON FINANCIAL SERVICES, INC.	76909	A	INV #26873059 LEC	47.7
CANON FINANCIAL SERVICES, INC.	76910	A	INV #26873060 EXTENSION	37.9
CANON FINANCIAL SERVICES, INC.	76911	A	INV #26873062 TAC	35.5
CANON FINANCIAL SERVICES, INC.	76912	A	INV #26873063 CO CLERK	
CANON FINANCIAL SERVICES, INC.	76913	A	INV #26873064 LEC	116.1
CANON FINANCIAL SERVICES, INC.	76914	A	INV #26873065 MAILROOM	83 5
CANON FINANCIAL SERVICES, INC.	76915	A		141.4
CANON FINANCIAL SERVICES, INC.		A	INV #26873066 LEC INV #26873067 JP 1	141.4
	76916			40.3
CANON FINANCIAL SERVICES, INC. CANON FINANCIAL SERVICES, INC.	76917	A	INV #26873068 DIST CLERK	131.1
	76918	A	INV #26873069 UPSTAIRS	37.92
CARD SERVICE CENTER	77091	A	4707 1205 3610 0344 BLANCO COUNTY	21.5
CARD SERVICE CENTER	77099	A	4707 1205 3610 0385 LIESMANN	165.74
CARD SERVICE CENTER	77102	A	4707 1205 3610 0377 CO JUDGE	138.3
CARD SERVICE CENTER	77103	A	4707 1205 3610 0377 CO JUDGE	1.00
CARD SERVICE CENTER	77107	A	4707 1205 3610 0377 CO JUDGE	72,20
CITY OF BLANCO	76919	A	ACCT #16 SOUTH ANNEX	106.95
CITY OF JOHNSON CITY	76949	A	ACCT #24001-0010007300 COURTHOUSE	184.5
CITY OF JOHNSON CITY	76950	A	ACCT #24001-0010108900 PCT 2	75.1
CITY OF JOHNSON CITY	76951	А	ACCT #24001-0010118600 ANNEX	75.1
CITY OF JOHNSON CITY	76952	А	ACCT #24001-0010118700 ANNEX	37.3
FILTERBUY, INC	77007	A	INV#5255ADDF-003 N.ANNEX	69.84
FRONTIER COMMUNICATIONS	76928	A	830-868-2228 FAX ELEV	110,19
FRONTIER COMMUNICATIONS	76929	A	830-868-7208 AUDITOR	7.99

FUND TOTAL

------DEPARTMENT NAME-OF-VENDOR S INVOICE-NO DESCRIPTION-OF-INVOICE AMOUNT FRONTIER COMMUNICATIONS 76930 830-868-4266 COURTHOUSE 1,415.87 FRONTIER COMMUNICATIONS 76940 830-868-2228 FAX ELEV 349.72 GRAVES HUMPHRIES, STAHL, LIMITED 76943 Α REPORT #COL005 JP 1 599.71 A HILL COUNTRY IT 76970 INV #B1006 780.00 HILL COUNTRY WIRELESS & TECHNOLOGY 76932 A ACCT #0001040 25.00 JOHNSON CITY PUBLICATIONS LP 77022 A PAVING BIDS PCT 1 & 4 80.00 77026 LIESMANN MOWING A INV#58983356 CH, N ANNEX, OLD JAIL 275.00 MOURSUND INSURANCE AGENCY 76953 A INV #22003 AUDITOR BOND 50.00 ODIORNE FEED/RANCH SUPPLY INC 77034 A INV#175884 LEC 199.99 ODIORNE FEED/RANCH SUPPLY INC 77035 A INV#176076 LEC 132.60 OFFICESUPPLY.COM 77037 A INV#4490987 CH 65.65 OFFICESUPPLY.COM 77038 Α INV#4493447 CH 214.95 OMNIBASE SERVICES OF TEXAS, LP 76960 A REPORT #221-001016 JP 1 231.95 Α 76936 8000-9090-0697-9400 PURCHASE POWER 2,819.40 77065 Α INV#120636 LEC REEH PLUMBING 1,537.80 Α TERMINIX 76962 ACCT #7136 ANNEX 100.00 A TERMINIX 76963 ACCT #10125 OLD JAIL 50.00 Α 76964 ACCT #6738 SOUTH ANNEX 170.00 А ACCT #0620016 OSSF TEXAS COMMISSION ON ENVIROMENTAL 76966 660.00 76955 Α INV #014441062621 COURTHOUSE TIME WARNER CABLE 1,399.00 76965 77083 A INV #3006037816 TK ELEVATOR 295 14 ZOOM VIDEO COMMUNICATIONS INC. A INV#92909129 499.00 DEPARTMENT TOTAL 14,649.14 0515-JUSTICE OF THE PEACE PCT #1 76944 NORTHEAST TEXAS DATA CORP. A REPORT #CAS017 JP1 42.00 DEPARTMENT TOTAL 42.00 0525-CONSTABLE PCT #1 FUELMAN 77084 FUEL - CONSTABLE 1 229.96 A DEPARTMENT TOTAL 229.96 0530-CONSTABLE PCT #4 76999 EXPRESS AUTOMOTIVE SERVICE A INV#3763970 CONST 4 297.50 77085 A FUEL - CONSTABLE 4 55.01 FUELMAN 352.51 DEPARTMENT TOTAL 0550-RECYCLING COORDINATOR 76983 Α ACCT#2411 RECYCLING 41.00 BLANCO HYDRO GAS CO. 77016 INV#3044 RECYCLING MARK WILLIAM HAUCK 1.065.44 A DEPARTMENT TOTAL 1,106.44 0560-GENERAL FUND CAPITAL EQUIPMENT INV#10499246809 CO ATTY 978.99 DELL MARKETING L.P. 76996 A 77025 A INV#40579 LEC 1,800.00 PEREZ SIGNS & GRAPHIX 2,778.99 DEPARTMENT TOTAL 0585-COUNTY INSPECTOR FUELMAN 77086 A FUEL - INSPECTOR 40.79 40.79 DEPARTMENT TOTAL 83,166.11

FUND TOTAL

CYCLE: ALL PAGE 5

20,926.40

TIME:10:24 AM PREPARER:0004

DEPARTMENT				
NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
540-R&B PCT #1				
ARMADILLO MATERIALS LLC	76978	A	INV#JCS00853 PCT 1	1,428.77
ARMADILLO MATERIALS LLC	76979	A	INV#RAW00178 PCT 1	521.30
BRAUNTEX MATERIALS, INC.	76985	A	INV#123507 PCT 1	4,018.40
FUELMAN	77087	A	FUEL PCT 1	1,028.80
N GLANTZ & SON	77030	A	IN6618662-00 PCT 1	208.95
OUTLAW LUMBER & HARDWARE, LLC	77045	Α	INV#3655 PCT 1	27.55
OUTLAW LUMBER & HARDWARE, LLC	77046	A	INV#3530 PCT 1	18.10
OUTLAW LUMBER & HARDWARE, LLC	77047	A	INV#3769 PCT 1	3.00
OUTLAW LUMBER & HARDWARE, LLC	77048	A	INV#3767 PCT 1	100.44
PATHMARK TRAFFIC PRODCT/TX INC	77050	А	INV#9709 PCT 1	1,395.00
PATHMARK TRAFFIC PRODCT/TX INC	77051	Α	INV#9718 PCT 1	1,268.75
PATHMARK TRAFFIC PRODCT/TX INC	77052	A	INV#9781 PCT 1	129.90
THIRD COAST DISTRIBUTING, LLC	77076	А	INV#848999 PCT 1	44.99
DEPARTMENT TOTAL				10,193.95
50-R&B PCT #2				
FUELMAN	77088	А	FUEL - PCT 2	495,99
HYE PIPE & FEED	77019	А	INV#3336794 PCT 2	53.69
N GLANTZ & SON	77031	А	IN6618662-00 PCT 2	208.95
PETERSON TIRE	77061	А	INV#JC36007 PCT 2	110.00
POWERPLAN	77064	А	INV#P3183423 PCT 2	132.95
DEPARTMENT TOTAL				1,001.58
50-R&B PCT #3				
CARD SERVICE CENTER	77097	А	4707 1205 3610 0385 LIESMANN	74.14
CARD SERVICE CENTER	77098	A	4707 1205 3610 0385 LIESMANN	339.90
CARD SERVICE CENTER	77100	A	4707 1205 3610 0385 LIESMANN	145.03
FRONTIER COMMUNICATIONS	76959	A	830-825-3270 PCT 3	91.29
LINDIG CONSTRUCTION INC	77027	A	INV#2100190 PCT 3	7.00
LINDIG CONSTRUCTION INC	77028	A	INV#2100130 PCT 3	14.00
N GLANTZ & SON	77032	A	IN6618662-00 PCT 3	208.95
ODIORNE FEED/RANCH SUPPLY INC	77036	A	INV#176039 PCT 3	246.00
RUSH TRUCK CENTER	77067	A	INV#3023872712 PCT 3	75.80
TEXAS MATERIALS GROUP, INC	77072	A	INV#200968404 PCT 3	3,925.80
THIRD COAST DISTRIBUTING, LLC	77073	А	INV#063582 PCT 3	88.38
THIRD COAST DISTRIBUTING, LLC	77074	A	INV#063587 PCT 3	162.45
THIRD COAST DISTRIBUTING, LLC	77075	A	INV#063675 PCT 3	66.43
DEPARTMENT TOTAL				5,445.17
70 DCD DCT #4				
70-R&B PCT #4  BUSINESS CENTER PRINT & OS	76990	A	INV#144409 PCT 4	93.92
ERGON ASPHALT AND EMULSIONS, INC	76998	А	INV#9402497884 PCT 4	2,504.00
FUELMAN	77089	А	FUEL - PCT 4	1,094.38
N GLANTZ & SON	77033	A	IN6618662-00 PCT 4	208.95
OUTLAW LUMBER & HARDWARE, LLC	77042	A	INV#2299 PCT 4	58,99
OUTLAW LUMBER & HARDWARE, LLC	77043	А	INV#4135 PCT 4	101.75
OUTLAW LUMBER & HARDWARE, LLC	77044	A	INV#4242 PCT 4	25.33
THIRD COAST DISTRIBUTING, LLC	77077	A	INV#846598 PCT 4	74.49
THIRD COAST DISTRIBUTING, LLC	77078	A	INV#846948 PCT 4	25.27
THIRD COAST DISTRIBUTING, LLC	77079	A	INV#848123 PCT 4	18.37
THIRD COAST DISTRIBUTING, LLC	77080	A	INV#848345 PCT 4	39.99
THIRD COAST DISTRIBUTING, LLC	77080	A	INV#848345 PCI 4 INV#848633 PCT 4	
	77081	A	INV#848633 PCF 4 INV#849155 PCT 4	23,97
THIRD COAST DISTRIBUTING, LLC	11002	A	THAMORDIDE ROT 4	16729
DEPARTMENT TOTAL				4,285.70

07/08/2021FUND/DEPARTMENT/VENDOR INVOICE TIME:10:24 AM				CYCLE: ALL	PAGE 6 PREPARER:0004
DEPARTMENT NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE		AMOUNT
0400-RECORDS MANAGEMENT CLERK EXPENSES					MOONI
KOFILE TECHNOLOGIES, INC DEPARTMENT TOTAL	76945	A	INV #KSW-001103 CO CLERK		1,308.25 1,308.25
FUND TOTAL					1,308.25

07/08/2021FUND/DEPARTMENT/VENDOR INVOIC TIME:10:24 AM			RADOUS WASTE COLLECTION	PAGE 7
DEPARTMENT NAME-OF-VENDOR	INVOICE-NO	s	DESCRIPTION-OF-INVOICE	 AMOUNT
0400-HAZARADOUS WASTE EXPENSES RELIABLE TIRE DISPOSAL LLC DEPARTMENT TOTAL	77066	A	INV#11038	1,445.00 1,445.00
FUND TOTAL				1,445.00

07/08/2021FUND/DEPARTMENT/VENDOR INVOICE TIME:10:24 AM				CYCLE: ALL	PAGE 8 PREPARER:0004
DEPARTMENT					
NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE		AMOUNT
0400-JAIL INMATE COMMISSARY EXPENSES					
CARD SERVICE CENTER	77093	А	4707 1205 3610 0666 SWIFT		45.40
SAN ANTONIO EXPRESS NEWS	77068	A	ACCT#570787487 LEC		110.95
DEPARTMENT TOTAL					156.35
FUND TOTAL					156.35

07/08/2021FUND/DEPARTMENT/VENDOR INVOICE DEFINE:10:24 AM	LISTING 0040	6 COUNT	TY WIDE ROAD & BRIDGE IMPROVE	CYCLE: ALL, PAGE 9 PREPARER:0004
DEPARTMENT			***************************************	
NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0400-EXPENSES				
ANGEL BROTHERS ENTERPRISES, LTD	76977	A	INV#01-2066 PCT 3	13,125.00
COOPER EQUIPMENT CO.	76994	A	INV#IN54065 PCT 3	1,141.36
DOUCET & ASSOCIATES, INC	76997	A	INV#2106068 PCT 2	2,982.00
JOHNSON CITY PUBLICATIONS LP	77021	A	INV#48772, 48774 PCT 2	177.50
DEPARTMENT TOTAL				17,425.86
FUND TOTAL				17,425.86

\*

07/08/2021FUND/DEPARTMENT/VENDOR INVOICE TIME:10:24 AM			PAGE 10 PREPARER:0004
DEPARTMENT NAME-OF-VENDOR	INVOICE-NO	S DESCRIPTION-OF-INVOICE	AMOUNT
0400-INTEREST & SINKING EXPENSES BROADWAY BANK WELLS FARGO BANK, N.A. WELLS FARGO BANK, N.A. WELLS FARGO BANK, N.A. DEPARTMENT TOTAL	76906 76967 76968 77116	A LOAN #1755110000 A INV #BLAN 01082021 A INV #BLAN 01082021 A INV #1985679 AGENT FEE	3,748.50 406,825.00 114,500.00 550.00 525,623.50
FUND TOTAL			525,623.50

07/08/2021--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 9999 GRAND TOTAL PAGE

CYCLE: ALL PAGE 11

PREPARER:0004

DEPARTMENT

NAME-OF-VENDOR

INVOICE-NO S DESCRIPTION-OF-INVOICE

AMOUNT

GRAND TOTAL

650,051.47

### REPORT OF EXAMINATION

### NORTH BLANCO COUNTY EMERGENCY SERVICES DISTRICT NO. 1

Johnson City, Texas

For the Year Ended September 30, 2020 NORTH BLANCO COUNTY EMERGENCY SERVICES DISTRICT NO. 1
BASIC FINANCIAL STATEMENTS
AND SUPPLEMENTARY INFORMATION
SEPTEMBER 30, 2020

### TABLE OF CONTENTS

	<u>Page</u>
Independent Auditors' Report	1
Management's Discussion and Analysis	3
Statement of Net Position and Governmental Funds Balance Sheet	9
Statement of Activities and Governmental Funds Revenues, Expenditures, and Changes in Fund Balances	10
Notes to Financial Statements	11
Required Supplementary Information	
Statement of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual – General Fund	26
Schedule of Changes in Net Pension Liability and Related Ratios	27
Schedule of Employer Pension Contributions	28
Notes to Required Supplementary Information	29



### NEFFENDORF & BLOCKER, P.C.

### Report on Basic Financial Statements Accompanied by Required Supplementary Information

### INDEPENDENT AUDITOR'S REPORT

Board of Emergency Service Commissioners North Blanco County Emergency Services District No. 1 Johnson City, TX 78636

We have audited the accompanying financial statements of the governmental activities of North Blanco County Emergency Services District No. 1 as of and for the year ended September 30, 2020, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

TEL: 830 997 3348 EMAIL: info@nb-cpa.com
PO Box 874 · 512 S Adams Street, Fredericksburg, TX 78624
MEMBER AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS & TEXAS SOCIETY OF CPAs

### Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities of the North Blanco County Emergency Services District No. 1, as of September 30, 2020, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis (pages 3–7), budgetary comparison information (page 26), Schedule of Changes in Net Pension Liability and Related Ratios, Schedule of Employer Contributions and Notes to the Schedule of Contributions (pages 27-29) be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Neffendorf + Blucker, P.C.

NEFFENDORF & BLOCKER, P.C. Fredericksburg, Texas

June 28, 2021

### MANAGEMENT'S DISCUSSION AND ANALYSIS

As management of the North Blanco County Emergency Services District, we offer readers of the District's financial statements this narrative overview and analysis of the financial statements of the District for the year ended September 30, 2020. Please read it in conjunction with the independent auditors' report on page 1, and District's Basic Financial Statements which begin on page 9.

### FINANCIAL HIGHLIGHTS

- The assets of the District exceeded its liabilities at the close of the most recent fiscal year by \$2,713,503 (net position). Of this amount, \$1,063,717 (unrestricted net position) may be used to meet the District's ongoing obligations to citizen's and creditors.
- The District's net position increased by \$1,330,678 as a result of this year's operations.
- At September 30, 2020, the District's general fund reported an ending fund balance of \$1,025,628, an increase of \$95,305 in comparison with the prior year.

### USING THIS ANNUAL REPORT

This annual report consists of a series of financial statements. The government-wide financial statements include the Statement of Net Position and the Statement of Activities (on pages 9 and 10). These provide information about the activities of the District as a whole and present a longer-term view of the District's property and debt obligations and other financial matters. They reflect the flow of total economic resources in a manner similar to the financial reports of a business enterprise.

Fund financial statements (also on pages 9 & 10) report the District's operations in more detail than the government-wide statements by providing information about the District's most significant funds. For governmental activities, these statements tell how services were financed in the short term as well as what resources remain for future spending. They reflect the flow of current financial resources and supply the basis for tax levies and the appropriations budget.

The notes to the financial statements (starting on page 11) provide narrative explanations or additional data needed for full disclosure in the government-wide statements or the fund financial statements.

The Budgetary Comparison Schedule (general fund) is presented as a required supplemental schedule on page 26.

### Reporting the District as a Whole

### The Statement of Net Position and the Statement of Activities

The analysis of the District's overall financial condition and operations begins on page 9. Its primary purpose is to show whether the District is better off or worse off as a result of the year's activities. The Statement of Net Position includes all the District's assets and liabilities at the end of the year while the Statement of Activities includes all the revenues and expenses generated by the District's operations during the year. These apply the accrual basis of accounting which is the basis used by private sector companies.

All of the current year's revenues and expenses are taken into account regardless of when cash is received or paid. All the District's assets are reported whether they serve the current year or future years. Liabilities are considered regardless of whether they must be paid in the current or future years.

These two statements report the District's net position and changes in them. The District's net position (the difference between assets and liabilities) provide one measure of the District's financial health, or financial position. Over time, increases or decreases in the District's net position are one indicator of whether its financial health is improving or deteriorating. To fully assess the overall health of the District, however, you should consider other factors as well, such as changes in the District's property tax base and the condition of the District's capital assets.

### Reporting the District's Most Significant Funds

### Fund Financial Statements

The fund financial statements on pages 9 & 10 and provide detailed information about the most significant funds - not the District as a whole. Governmental fund types include the general fund.

Governmental funds - All of the District's basic services are reported in governmental funds. They use modified accrual accounting (a method that measures the receipt and disbursement of cash and all other financial assets that can be readily converted to cash) and report balances that are available for future spending. The governmental fund statements provide a detailed short-term view of the District's general operations and the basic services it provides. We describe the differences between governmental activities (reported in the Statement of Net Position and the Statement of Activities) and governmental funds in the adjustments column and Note 3 to the financial statements.

Net position of the District's governmental activities increased from \$1,382,825 to \$2,713,503. Unrestricted net position - the part of net position that can be used to finance day-to-day operations without constraints established by debt covenants, enabling legislation, or other legal requirements - was \$1,063,717 at September 30, 2020. This increase in governmental net position was the result of five factors. First, the District's revenues exceeded the expenditures by \$95,305. Second, the District adjusted the difference in unavailable revenues for property taxes (convert from modified accrual to accrual basis). Third, the District acquired capital assets in the amount of \$897,904. Fourth, the District recorded depreciation expense in the amount of \$149,495. Fifth, the District recorded the net pension asset accounts in relation to TCDRS in the amount of \$6,669.

Table I
North Blanco County Emergency Services District
NET POSITION

		Governmental Activities					
		2020		2019			
Current and Other Assets Capital Assets Net Pension Asset	\$	1,514,603 1,833,811	\$	988,398 422,810 412			
Total Assets	\$_	3,348,414	\$_	1,411,620			
Deferred Outflow of Resources	\$	13,914	\$_	6,388			
Long-Term Liabilities	\$	184,025	\$				
Net Pension Liability		454		( <del>e</del> s			
Current Liabilities		464,255		35,083			
Total Liabilities	\$_	648,734	\$_	35,083			
Deferred Inflow of Resources	\$_	91	_\$_	100			
Net Position: Invested in Capital Assets							
Net of Related Debt	\$	1,649,786	\$	422,810			
Unrestricted	_	1,063,717		960,015			
Total Net Position	\$_	2,713,503	\$	1,382,825			

### Table II North Blanco County Emergency Services District

### **CHANGES IN NET POSITION**

		Governme	ntal,	Activities
	: <del>-</del>	2020		2019
Revenues:				
Maintenance & Operations Taxes	\$	904,644	\$	832,564
Investment Earnings		6,593		3,088
Miscellaneous		62,083		51,844
Sales Tax		489,458		364,392
Contributions		834,592		: <b>:</b>
Total Revenues	\$_	2,297,370	\$	1,251,888
Expenses:				
Johnson City VFD	\$	200,862	\$	144,975
Round Mountain VFD		63,354		101,916
North Blanco County EMS		512,532		438,101
Appraisal District		19,308		18,693
Professional Fees		10,654		10,058
Other Operating		6,214		5,398
Debt Service - Interest		4,273		
Depreciation		149,495		3,117
Total Expenses	\$_	966,692	\$	722,258
Net Income	\$	1,330,678	\$_	529,630

### THE DISTRICT'S FUNDS

As the District completed the year, its general fund (as presented in the balance sheet on page 9) reported a fund balance of \$1,025,628, which is more than last year's total of \$930,323. Revenues were more than expenditures by \$95,305 for the general fund.

The District adopted the General Fund Budget. Actual revenues were more than budgeted amounts and expenditures were more than budgeted amounts.

### CAPITAL ASSET AND DEBT ADMINISTRATION

### Capital Assets

At September 30, 2020, the District had the following capital assets in operation:

### Capital Assets at Year End

	9/30	0/20
Land	\$ 33	4,209
Buildings	37	3,712
Equipment	6	3,423
Vehicles	70	2,754
Construction in Progress	62	1,961
TOTAL CAPITAL ASSETS	\$ 2,09	6,059
Accumulated Depreciation	(262	2,248)
TOTAL NET CAPITAL ASSETS	\$ 1,83	3,811

More detailed information about the District's capital assets is presented in the Notes to Financial Statements (Note 8).

### **Debt Administration**

At September 30, 2020, the District had the following debt:

		9/30/20
Johnson City Bank - Line of Credit - Construction Loan	C.	400.000
Vehicles	\$	400,000 184,025
TOTAL	\$	584,025

The District drew \$400,000 on a construction line of credit loan with the Johnson City Bank for the Round Mountain Volunteer Fire Department building as of September 30, 2020 (total loan commitment of \$800,000).

The District also received loan proceeds of \$196,350 from the Johnson City Bank to refinance the purchase of vehicles. The District made principal payments of \$12,325 to reduce the loan balance to \$184,025 at September 30, 2020.

### ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND RATES

The District's elected and appointed officials considered many factors when setting the fiscal-year 2021 budget and tax rates. Factors considered in establishing a budget are the funding needs of the District operations and programs necessary to meet the objectives of the District. Amounts available for appropriation in the General Fund budget are \$1,425,000 and expenditures are estimated to be \$1,009,569.

If these estimates are realized, the District's budgetary General fund balance is expected to increase by the close of 2021.

### CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT.

This financial report is designed to provide our citizens, taxpayers, customers, and investors and creditors with a general overview of the District's finances and to show the District's accountability for the money it receives. If you have questions about this report or need additional financial information, contact the District's Board President or Treasurer at P.O. Box 494, Johnson City, Texas 78636.

BASIC FINANCIAL STATEMENTS

### NORTH BLANCO COUNTY EMERGENCY SERVICES DISTRICT NO. 1 STATEMENT OF NET POSITION AND GOVERNMENTAL FUNDS BALANCE SHEET -SEPTEMBER 30, 2020

	General	Capital Projects			Adjust- ments		State Net F Septe	ositio	on
	Fund	Fund		Total	(Note 3)		2020		2019
ASSETS			3.					:==	
Cash in Bank	\$ 800,333	\$ =	\$	800,333	\$ =	\$	800,333	\$	495,522
Certificates of Deposit	638,793	9		638,793	2		638,793		437,863
Receivables:							,		
Taxes	26,021	*		26,021	2		26,021		24,202
Allowance for Uncollectible Accounts	(1,301)	9		(1,301)	Ę.		(1,301)		(1,210)
Appraisal District/Sales Tax	50,757			50,757			50,757		32,021
Capital Assets (Net of									
Accumulated Depreciation)		9			1,833,811		1,833,811		422,810
Net Pension Asset		-			*				412
Total Assets	\$1,514,603	\$	\$	1,514,603	1,833,811	-	3,348,414	_	1,411,620
DEFERRED OUTFLOW OF RESOURCES									
Deferred Outflows Related to TCDRS			_		13,914	_	13,914	_	6,388
LIABILITIES									
Accounts Payable	64,255			64,255	¥		64,255		35,083
Line of Credit - Construction Loan	400,000	ű.		400,000	S.		400,000		3
Long-Term Liabilities:									
Due Within One Year	-	⊕		120	37,650		37,650		9.1
Due After One Year		8		27.1	146,375		146,375		(*)
Net Pension Liability				<u> </u>	454	-	454	_	
Total Liabilities	464,255		-	464,255	184,479	-	648,734	,	35,083
DEFERRED INFLOW OF RESOURCES									
Unavailable Revenues - Property Taxes	24,720			24,720	(24,720)		*		
Deferred Inflows Related to TCDRS		-	_		91		91		100
Total Deferred Inflow of Resources	24,720		_	24,720	(24,629)	-	91	-	100
FUND BALANCES/NET POSITION Fund Balances:									
Unassigned	1,025,628			1,025,628	(1,025,628)		*		- 1
Total Fund Balances	1,025,628		7	1,025,628	(1,025,628)	-	*		
Total Liabilities & Fund Balances	\$ 1,514,603	\$	\$_	1,514,603		_		-	
Net Position: Invested in Capital Assets					1,649,786		1,649,786		422,810
Unrestricted					1,063,717	_	1,063,717		960,015
Total Net Position					\$ 2,713,503	\$_	2,713,503	\$	1,382,825

The accompanying notes are an integral part of this financial statement.

### NORTH BLANCO COUNTY EMERGENCY SERVICES DISTRICT NO. 1 STATEMENT OF ACTIVITIES AND GOVERNMENTAL FUNDS REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE FOR THE YEAR ENDED - SEPTEMBER 30, 2020

	General		Capital Projects				Adjustments			emen tivitie	s
	Fund		Fund		Total		(Note 3)	32	2020	ATTIDE:	2019
Revenues:	>======================================		37.77	97		ŧ	(11010-0)	9		3	2010
Property Taxes	\$ 894,193	\$		S	894,193	\$	1,728	\$	895,921	\$	825,111
Penalty and Interest	8,723	Ψ	=	U	8,723	Ψ	1,720	Φ	8,723	Φ	7,453
Interest on Investments	6,593		-				(*)				
Appraisal District Refund/Other	62,083		5.		6,593		57		6,593		3,088
Sales Tax	489,458				62,083 489,458		(3)		62,083		51,844
Contributions					•		660 500		489,458		364,392
Total Revenues	172,000	-	-	-	172,000		662,592	5 8	834,592	-	1001000
Total Revenues	1,633,050			E	1,633,050	5.0	664,320	2	2,297,370	=	1,251,888
Expenditures/Expenses:											
Salary- EMS	410,194				410,194				410,194		275,804
Payroll Tax - EMS	34,265				34,265				34,265		88,546
Worker's Comp - EMS	11,352				11,352		=20		11,352		11,339
Health Insurance - EMS	34,732		(3)		34,732		:57		34,732		27,048
Retirement - EMS	26,492		88		26,492		(6,669)		19,823		1,883
Payroll Expense - EMS	2,166				2,166		981		2,166		2,077
Appraisal District	19,308		16		19,308		360		19,308		18,693
Attorney Fees	2,923		190		2,923		(4)		2,923		4,858
Bonds and Insurance	1,947		(e)		1,947		=		1,947		2,172
Clerical and Auditing	7,731		920		7,731		( <b>2</b> 9		7,731		5,200
Postage and Box Rent	81		· ·		81		<b>5</b> 0		81		71
Publications and Notices	114		- 100		114		===(1		114		158
Office/Computer	1,660		-		1,660		<u> </u>		1,660		870
Conferences	2,412		2		2,412				2,412		2,127
Volunteer Fire Departments -											
Johnson City VFD	200,862				200,862		-51		200,862		144,975
Round Mountain VFD	63,354		0.50		63,354				63,354		101,916
Emergency Medical Services -											
North Blanco County EMS			3.00				(#)		*		31,404
Debt Service -											
Principal	12,325		7(6)		12,325		(12,325)		#3		~
Interest	4,273		<b>(±</b> )		4,273		5€3		4,273		
Capital Outlay	75,074		822,830		897,904		(897,904)		•		
Depreciation							149,495		149,495		3,117
Total Expenditures/Expenses	911,265	_	822,830	-	1,734,095	33	(767,403)		966,692	-	722,258
Excess (Deficit) of Revenues				-			*****	0 0		-	
over Expenditures	721,785		(822,830)		(101,045)		101,045				
Other Financing Sources (Uses) -											
Bank Loan Proceeds	-		196,350		196,350		(196,350)		=		
Transfers In			626,480		626,480		(626,480)		-		
Transfers Out	(626,480)				(626,480)		626,480		*		
Excess (Deficit) of Revenues and Other Sources Over Expenditures	***************************************	e <del>=</del>		-		•	,		1	-	
and Other Uses	95,305		200		95,305		(95,305)		-		
Change in Net Position	×		•		-		1,330,678		1,330,678		529,630
Fund Balance/Net Position:											
Beginning of the Year	930,323		•		930,323		452,502	6 8	1,382,825	92	853,195
End of the Year	\$ 1,025,628	\$ =	(0)	\$_	1,025,628	S	1,687,875	\$	2,713,503	\$_	1,382,825

The accompanying notes are an integral part of this financial statement.

### NORTH BLANCO COUNTY EMERGENCY SERVICES DISTRICT NO. 1 NOTES TO THE FINANCIAL STATEMENT SEPTEMBER 30, 2020

### NOTE 1. CREATION OF DISTRICT

The North Blanco County Emergency Services District No. 1 was approved by voters in May, 1989 and operates under Article III, Section 48E, of the Texas Constitution. The Blanco County Commissioners Court appoints five members to the Board of Emergency Service Commissioners. The District is a political subdivision of the State and has full authority to carry out the objects of its creation, including fire prevention, fire-fighting services, emergency medical services and ambulance services.

### NOTE 2. SIGNIFICANT ACCOUNTING POLICIES

The accounting policies of North Blanco County Emergency Services District No. 1 conform to generally accepted accounting principles as applicable to governments. The following is a summary of the more significant policies:

### A. Reporting Entity

The District has developed criteria to determine if the activities of any outside agencies or organizations should be included within its financial statements. The criteria includes the amount of oversight responsibility exercised by the District over the activities of an agency or organization, the scope of public service of an agency or organization, and the nature of any special financing relationships which may exist between the District and an agency or organization. Oversight responsibility includes financial interdependency, selection of the governing authority, designation of management, the ability to significantly influence operations, and accountability for fiscal matters. The District's financial statements include all funds over which the District exercises oversight responsibility. The District does not exercise oversight responsibility over any other reporting entity. Also, The District is not included as a part of any other reporting entity.

### B. Government-Wide and Fund Financial Statements

The Statement of Net Position and the Statement of Activities are government-wide financial statements. They report information on all of the North Blanco County Emergency Services District No. 1 nonfiduciary activities. *Governmental activities* include sources supported by taxes, fees and interest on investments.

The Statement of Activities demonstrates how other people or entities that participate in services the District operates have shared in the payment of the direct costs.

### C. Measurement focus, basis of accounting, and financial statement presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting.

The modified accrual basis of accounting recognizes revenues in the accounting period in which they become both measurable and available, and it recognizes expenditures in the accounting period in which the fund liability is incurred, if measurable, which is recognized when due. The expenditures related to certain claims and judgments are recognized when the obligations are expected to be liquidated with expendable available financial resources. The District considers all revenues available if they are collectible within 60 days after year end.

Revenues from local sources consist primarily of property taxes. Property tax revenues and revenues received from customers are recognized under the susceptible=to=accrual concept. Miscellaneous revenues are recorded as revenue when received in cash because they are generally not measurable until actually received. Investment earnings are recorded as earned, since they are both measurable and available.

The government reports the following major governmental funds:

The general fund is the government's operating fund and accounts for all financial resources of the general government.

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first, then unrestricted resources as they are needed.

### D. Assets, deferred outflows of resources, liabilities, deferred inflows of resources and net position

### Deposits and investments

The government's cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition.

Temporary investments are stated at cost.

### Capital Assets

Capital assets, which include computers, are reported in the governmental activities columns in the government-wide financial statements. Assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair market value at the date of donation.

Depreciable assets of the District are depreciated using the straight-line method over the following estimated useful lives:

Assets	Years
Equipment	7
Ambulances	7

### Long-Term Debt

In the government-wide financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type statement of net position.

In the fund financial statements, governmental fund types recognized bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

#### Fund Equity

The District has implemented GASB Statement No. 54, "Fund Balance Reporting and Governmental Fund Type Definitions." This Statement provides more clearly defined fund balance categories to make the nature and extent of the constraints placed on a government's fund balances more transparent. The following classifications describe the relative strength of the spending constraints:

- Non-spendable fund balance amounts that are not in non-spendable form (such as inventory) or are required to be maintained intact.
- Restricted fund balance amounts constrained to specific purposes by their providers (such as grantors, bondholders, and higher levels of government), through constitutional provisions, or by enabling legislation.
- Committed fund balance amounts constrained to specific purposes by the District itself, using its highest level of decision-making authority (i.e. Board of Directors). To be reported as committed, amounts cannot be used for any other purpose unless the District takes the same highest-level action to remove or change the constraint.
- Assigned fund balance amounts the District intends to use for a specific purpose. Intent can be expressed by the Board of Directors or by an official or body to which the Board of Directors delegates the authority.
- Unassigned fund balance amounts that are available for any purpose. Positive amounts are reported only in the general fund.

The Board of Directors establishes (and modifies or rescinds) fund balance commitments by passage of a resolution. This is typically done through adoption and amendment of the budget. A fund balance commitment is further indicated in the budget document as a designation or commitment of the fund (such as for special incentives). Assigned fund balance is established by the Board of Directors through adoption or amendment of the budget as intended for specific purpose (such as the purchase of fixed assets, construction, debt service, or other purposes).

#### Budget

The Board of Directors annually adopt a budget for the general fund (usually in September of each year).

#### 6. Deferred Outflows of Resources and Deferred Inflows of Resources

The District has implemented new GASB Statement No. 63, Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources, and Net Position. Under GASB 63, amounts previously reported as deferred charges as a part of total assets and deferred amounts from refunded debt have been reported in a separate section as deferred outflows of resources and amounts previously reported as deferred revenue as a part of total liabilities have been reported in a separate section as deferred inflows of resources.

#### 7. Pensions

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the Fiduciary Net Position of the Texas County and District Retirement System (TCDRS) and additions to/deductions from TCDRS's Fiduciary Net Position have been determined on the same basis as they are reported by TCDRS. For this purpose, plan contributions are recognized in the period that compensation is reported for the employee, which is when contributions are legally due. Benefit payments and refunds are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value,

#### 8. Use of Estimates

The presentation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

#### NOTE 3. RECONCILIATION OF GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS

#### Reconciliation of the Governmental Funds Balance Sheet to the Statement of Net Position

Total Fund Balance - Governmental Fund

\$ 1,025,628

1. Capital assets used in governmental activities are not financial resources and therefore are not reported in governmental funds. At the beginning of the year, the cost of these assets was \$427,061 and the accumulated depreciation was \$4,251. The effect of including the beginning balances for capital assets (net of depreciation) in the governmental activities is to increase net position.

422,810

 The 2020 depreciation expense increases accumulated depreciation. The net effect of the current year's depreciation is to decrease net position.

(149,495)

3. Current year capital outlays are expenditures in the fund financial statements, but they should be shown as increases in capital assets in the government-wide financial statements. The net effect of including the 2020 capital outlays is to increase net position.

897,904

4.	Reclassification of deferred revenues for property taxes to revenues in the government-wide statements (convert from modified accrual basis to accrual basis)		24,720
5.	Deferred outflow of resources related to pension is not recorded in the fund financial statements.		13,914
6.	Net pension liability is not recorded in the fund financial statements.		(454)
7.	Deferred inflows of resources related to pension is not recorded in the fund financial statements.		(91)
8.	Capital assets contributed by other entities.		662,592
9,,	Long-term debt (loan payable) is not due and payable in the current period, and therefore, is not reported as a liability in the fund.  Loan Proceeds  Principal Payments	-	(196,350) 12,325
Net F	Position of Governmental Activities	\$_	2,713,503
	onciliation of the Governmental Fund Statement of Revenues, Expenditure, d Changes in Fund Balance to the Statement of Activities		
Total	Net Change in Fund Balances - Governmental Funds	\$	95,305
1.	Current year capital outlays are expenditures in the fund financial statements, but they should be shown as increases in capital assets in the government-wide financial statements. The net effect of removing the 2020 capital outlays is to increase net position.		897,904
2.	Depreciation is not recognized as an expense in governmental funds since it does not require the use of current financial resources. The net effect of the current year's depreciation is to decrease net position.		(149,495)
3.	Revenues in the government-wide Statement of Activities that do not provide current financial resources are not reported as revenues in the fund (convert from modified accrual basis to accrual basis).		1,728
4.	Change in net pension asset and related accounts is not recorded on the governmental funds.		6,669
5.	Capital assets contributed by other entities.		662,592
6.	Repayment of loan principal is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the Statement of Net Assets.		12,325

7. Loan proceeds provide current financial resources to governmental funds, but issuing debt increases long-term liabilities in the Statement of Net Assets.

(196,350)

Change in Net Position of Governmental Activities

\$ 1,330,678

#### NOTE 4. DEPOSITS AND INVESTMENTS

The funds of the District must be deposited and invested under the terms of a contract, contents of which are set out in the **Depository Contract Law**. The depository bank places approved pledged securities for safekeeping and trust with the District's agent bank in an amount sufficient to protect District funds on a day-to-day basis during the period of the contract. The pledge of approved securities is waived only to the extent of the depository bank's dollar amount of Federal Deposit Insurance Corporation ("FDIC") insurance.

At September 30, 2020, the carrying amount of the District's deposits was \$800,333 and the bank balance was \$864,126. The District's cash deposits at September 30, 2020 were entirely covered by FDIC insurance.

The **Public Funds Investment Act** (Government Code Chapter 2256) contains specific provisions in the areas of investment practices, management reports and establishment of appropriate policies. Among other things, it requires the District to adopt, implement, and publicize an investment policy. That policy must address the following areas: (1) safety of principal and liquidity, (2) portfolio diversification, (3) allowable investments, (4) acceptable risk levels, (5) expected rates of return, (6) maximum allowable stated maturity of portfolio investments, (7) maximum average dollar-weighted maturity allowed based on the stated maturity date for the portfolio, (8) investment staff quality and capabilities, (9) and bid solicitation preferences for certificates of deposit. Statutes authorize the District to invest in (1) obligations of the U.S. Treasury, certain U.S. agencies, and the State of Texas; (2) certificates of deposit, (3) certain municipal securities, (4) money market savings accounts, (5) repurchase agreements, (6) bankers acceptances, (7) mutual funds, (8) investment pools, (9) guaranteed investment contracts, (10) and common trust funds. The Act also requires the District to have independent auditors perform test procedures related to investment practices as provided by the Act. The District is in substantial compliance with the requirements of the Act and with local policies.

The District's temporary investments at September 30, 2020, are shown below:

Name		Carrying Amount		Market Value		FDIC Coverage	Pledged Securities
Certificates of Deposit -			=		-		
Johnson City Bank	\$	248,247	\$	248,247	\$	248,247	\$ 16
Security State Bank		200,000		200,000		200,000	12
Lone Star Capital Bank		190,546		190,546		190,546	
TOTAL	\$_	638,793	\$	638,793	\$	638,793	32

#### Policies Governing Deposits and Investments

In compliance with the Public Funds Investment Act, the District discloses the following risks:

Custodial Credit Risk - Deposits: This is the risk that in the event of bank failure, the District's deposits may not be returned to it. The District was not exposed to custodial credit risk since its deposits at year-end were covered by depository insurance or by pledged collateral held by the District's agent bank in the District's name.

Custodial Credit Risk - Investments: This is the risk that, in the event of the failure of the counterparty, the District will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. The District's investments (certificates of deposit) were secured by FDIC insurance and pledged securities.

Other Credit Risk: There is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. At September 30, 2020, the District was not exposed to concentration of credit risk, interest rate risk or foreign currency risk.

#### NOTE 5. PROPERTY TAXES

The District levies taxes on real property within the District on October 1 each year, which is the lien date. Such taxes become delinquent the following February 1. On January 1 of each year, a tax lien attaches to the property to secure the payment of all taxes, penalties and interest ultimately imposed. Property tax revenues are considered available when they become due or past due and receivable within the current period. The Blanco County Appraisal District appraises and collects taxes for the District. The District can levy a tax not to exceed .10 (10 cents) per 100 valuation. For the 2019 tax roll, the tax rate was \$0.10 per \$100 valuation and the total property valuation was \$907,869,925. A summary of taxes receivable by years appears below:

Tax Roll	F	Taxes Receivable 10/01/19		Taxes Assessed	Collections and Adjustments			Taxes Receivable 9/30/20
2019	\$	-	\$	908,238	\$	897,338	\$	10,900
2018		17,736		*		7,261		10,475
2017		3,524				962		2,562
2016		1,130				479		651
2015		835		-		289		546
2014		582		2		87		495
2013 & Prior		395	_			3	_	392
Totals	\$	24,202	\$	908,238	\$	906,419	\$_	26,021

#### NOTE 6. BONDS & INSURANCE

The District has a Public Employee Dishonesty Bond with a \$25,000 blanket limit. The District also has general commercial liability in the general aggregate of \$3,000,000 and management liability in the general aggregate of \$3,000,000.

#### NOTE 7. CONTRACTS

The District has contracted with the Johnson City and Round Mountain Volunteer Fire Departments (VFD) for fire-fighting services. For the year ended September 30, 2020, the District paid \$200,862 to the Johnson City VFD (monthly budgeted expenditures) and \$63,354 to the Round Mountain VFD (monthly budgeted expenditures).

The District has contracted with the North Blanco County EMS for emergency medical services. For the year ended September 30, 2020 the District paid \$512,532 to the North Blanco County EMS (monthly budgeted expenditures).

#### NOTE 8. CAPITAL ASSET ACTIVITY

Capital asset activity for the District for the year September 30, 2020, was as follows:

	Primary Government								
	Beginning						Ending		
	Balance		Additions		Retirements		Balance		
Governmental Activities -			***************************************			_			
Land	\$ 65,000	\$	269,209	\$	-	\$	334,209		
Buildings & Improvements	360,927		12,785				373,712		
Equipment	1,134		62,289		1982		63,423		
Vehicles	2		702,754		(=)		702,754		
Construction in Progress	2		621,961				621,961		
Totals	\$ 427,061	\$	1,668,998	\$	(*)	\$	2,096,059		
Less Accumulated Depreciation	 (4,251)		(257,997)		7 <b>2</b> :		(262,248)		
Capital Assets, Net	\$ 422,810	\$	1,411,001	\$		\$	1,833,811		

#### NOTE 9. LINE OF CREDIT - CONSTRUCTION LOAN

The District obtained a line of credit loan with the Johnson City Bank for construction of the Round Mountain Volunteer Fire Department building. The loan was originated on April 23, 2020 and provides for draws up to \$800,000 with an interest rate of 2.5%. The loan terms include interest only payments on the unpaid balance until April 23, 2021. The amount drawn on the loan at September 30, 2020 was \$400,000. Subsequent to the audit period, the loan was paid off.

#### NOTE 10. LOAN PAYABLE

Changes in long-term debt appear below:

	Balar	nce						Balance		Due Within
	10/1/	10/1/19		Issued		Retired		9/30/20		One Year
Loan Payable -			_				_		-	
Johnson City Bank	\$	-	\$_	196,350	\$	12,325	\$_	184,025	\$_	37,650

The District obtained a loan from the Johnson City Bank to refinance the purchase of vehicles. The total loan amount of \$196,350 is due in monthly installments of \$3,484.96 (including interest at 2.5%) until maturity on May 27,2025.

Estimated principal and interest requirements are as follows:

Year Ended	Principal	Interest	TOTAL
2021 \$	37,650	\$ 4,170	\$ 41,820
2022	38,602	3,218	41,820
2023	39,578	2,242	41,820
2024	40,575	1,244	41,819
2025	27,620	259	27,879
\$	184,025	\$ 11,133	\$ 195,158

#### NOTE 11. RETIREMENT PLAN

#### Plan Description

North Blanco County Emergency Services District No. 1 participates in the Texas County & District Retirement System (TCDRS), which is a statewide, agent multiple-employer, public-employee retirement system. Each employer maintains its own customized plan of benefits. Plan provisions are adopted by the governing body of each employer, within the options available in the TCDRS Act. Because of that, employers have the flexibility and local control to select benefits and pay for those benefits based on their needs and budgets. TCDRS in the aggregate issues a comprehensive annual financial report (CAFR) on calendar year basis. The most recent comprehensive annual financial report for TCDRS can be found at the following link, www.tcdrs.org.

The following is a brief description of the benefit terms:

- 1. All full and part-time non-temporary employees participate in the plan, regardless of the number of hours they work in a year. Employees in a temporary position are not eligible for membership.
- 2. The plan provides retirement, disability and survivor benefits.
- 3. TCDRS is a savings-based plan. For the district's plan, 7% of each employee's pay is deposited into his or her TCDRS account. By law, employee accounts earn 7% interest on beginning of year balances annually. At retirement, the account is matched at an employer set percentage (current match is 200%) and is then converted to an annuity.
- 4. There are no automatic COLAs. Each year, the district may elect an ad hoc COLA for its retirees (if any). There are two COLA types, each limited by actual inflation.
- 5. Benefit terms are established under the TCDRS Act. They may be amended as of Jan. 1 each year, but must remain in conformity with the Act.

Employees covered by benefit terms.

At the December 31, 2019 valuation and measurement date, the following employees were covered by the benefit terms:

	22
Active employees	19
Inactive employees entitled to but not yet receiving benefits	3
Inactive employees or beneficiaries currently receiving benefits	0

#### Contributions

A combination of three elements fund each employer's plan: employee deposits, employer contributions and investment income.

- The deposit rate for employees is 4%, 5%, 6% or 7% of compensation, as adopted by the employer's governing body.
- Participating employers are required to contribute at actuarially determined rates to ensure adequate funding for each employer's plan. Employer contribution rates are determined annually and approved by the TCDRS Board of Trustees.
- Investment income funds a large part of the benefits employees earn.

Pursuant to state law, employers participating in the system must pay 100% of their actuarially determined required contributions on an annual basis.

Each employer has the opportunity to make additional contributions in excess of its annual required contribution rate either by adopting an elected rate higher than the required rate or by making additional contributions on an ad hoc basis. Employers may make additional contributions to pay down their liabilities faster, pre-fund benefit enhancements and/or buffer against future adverse experience.

The contribution rate payable by the employee members for calendar year 2020 is the rate of 7% as adopted by the governing body of the employer. The employee contribution rate and the employer contribution rate may be changed by the governing body of the employer within the options available in the TCDRS Act. The District's contributions to TCDRS for the year ended December 31, 2020 were \$26,492, and were equal to the required contributions.

#### **Net Pension Liability**

The District's Net Pension Liability (NPL) was measured as of December 31, 2019, and the Total Pension Liability (TPL) used to calculate the Net Pension Liability was determined by an actuarial valuation as of that date.

#### Actuarial assumptions:

The Total Pension Liability in December 31, 2019 actuarial valuation was determined using the following actuarial assumptions:

Valuation Timing

Actuarially determined contribution rates are calculated as of December 31, two years prior to the end of the fiscal year in which the contributions are reported.

Actuarial Cost Method

Entry Age Normal (1)

Amortization Method
Recognition of economic/

demographic gain or losses

Straight-Line amortization over Expected Working Life

Recognition of assumption changes or inputs

Straight-Line amortization over Expected Working Life

Asset Valuation Method

Smooth Period Recognition Method 5 years Non-asymptotic

Corridor

None

Inflation

2.75%

Salary Increases

3.25%

Investment Rate of Return

8.10% (Gross of administrative expenses)

Cost of Living Adjustments

Cost-of-Living Adjustments for North Blanco County Emergency Services District No. 1 are not considered to be substantively automatic under GASB 68. Therefore, no assumption for future cost-of-living adjustments is included in the GASB calculations. No assumption for future cost-of-living adjustments is included in the funding valuation.

Deferred members are assumed to retire (100% probability) at the later of:

a) age 60; b) earliest retirement eligibility.

Turnover

Retirement Age

New employees are assumed to replace any terminated members and have similar entry ages.

Mortality

RP-2014 Mortality Tables

The long-term expected rate of return on TCDRS assets is determined by adding expected inflation to expected long-term real returns, and reflecting expected volatility and correlation. The capital market assumptions and information shown below are provided by TCDRS' investment consultant, Cliffwater LLC. The numbers shown are based on April 2020 information for a 10-year time horizon.

Note that the valuation assumption for long-term expected return is re-assessed at a minimum of every four years, and is set based on a 30-year time horizon; the most recent analysis was performed in 2017. See Milliman's TCDRS Investigation of Experience report for the period January 1, 2013 – December 31, 2016 for more details.

<sup>(1)</sup> Individual entry age normal cost method, as required by GASB 68, used for GASB calculations. Note that a slightly different version of the entry age normal cost method is used for the funding actuarial valuation.

Asset Class	Benchmark	Target Allocation	Geometric Real Rate of Return (2)
U.S. Equities	Dow Jones U.S. Total Stock Market Index	14.50%	5.20%
Private Equity	Cambridge Associates Global Private Equity & Venture Capital Index (3)	20.00%	8.20%
Global Equities	MSCI World (Net) Index	2.50%	5.50%
International Equities – Developed	MSCI World Ex USA (Net) Index	7,00%	5.20%
International Equities – Emerging	MSCI Emerging Markets (Net) Index	7.00%	5.70%
Investment – Grade Bonds	Bloomberg Barclays U.S. Aggregate Bond Index	3.00%	-0.20%
Strategic Credit	FTSE High-Yield Cash- Pay Capped Index	12.00%	3.14%
Direct Lending	S&P/LSTA Leveraged Loan Index	11.00%	7.16%
Distressed Debt	Cambridge Associates Distressed Securities Index <sup>(4)</sup>	4.00%	6.90%
REIT Equities	67% FTSE NAREIT Equity REITs Index + 33% S&P Global REIT (Net) Index	3.00%	4.50%
Master Limited Partnerships (MLPs)	Alerian MLP Index	2.00%	8.40%
Private Real Estate Partnerships	Cambridge Associates Real Estate Index (5)	6.00%	5.50%
Hedge Funds	Hedge Fund Research, Inc. (HFRI) Fund of Funds Composite Index	8.00%	2.30%

<sup>(1)</sup> Target asset allocation adopted at the June 2020 TCDRS Board meeting

#### Discount Rate

The discount rate used to measure the Total Pension Liability was 8.10%. This rate reflects the long-term assumed rate of return on assets for funding purposes 8.00%, increased by .10% to be gross of administrative expenses. The projection of cash flows used to determine the discount rate assumed that employee and employer contributions will be made at the rates specified in statute. Based on that assumption, the pensions plan's Fiduciary Net Position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the Total Pension Liability.

<sup>(2)</sup> Geometric real rates of return in addition to assumed inflation of 1,80%, per Cliffwater's 2020 capital market assumptions.

<sup>(3)</sup> Includes vintage years 2006 - present of Quarter Pooled Horizon IRRs.

<sup>(4)</sup> Includes vintage years 2005 – present of Quarter Pooled Horizon IRRs.

<sup>(5)</sup> Includes vintage years 2007– present of Quarter Pooled Horizon IRRs.

#### Changes in Net Pension Liability / (Asset)

Changes in Net Pension Liability / (Asset)	Ť	otal Pension Liability (a)		Fiduciary et Position (b)		Net Pension Liability/(Asset)
Balances as of December 31, 2018	\$	1,356	\$	1,768	\$	(a)-(b)
Changes for the Year;						
Service Cost		18,367		ĕ		18,367
Interest on Total Pension Liability (1)		1,598		•		1,598
Effect of Plan Changes (2)		9		-		3
Effects of Economic/Demographic Gains or Losses		6,745		*3		6,745
Effect of Assumptions Changes or Inputs				2		- 1
Refund of Contributions				5		şe.
Benefit Payments		2		¥:		34
Administrative Expenses		5		(21)		21
Member Contributions		~		16,070		(16,070)
Net Investment Income				265		(265)
Employer Contributions				8,678		(8,678)
Other <sup>(3)</sup>	-		-	851	-	(851)
Balances as of December 31, 2019	\$	28,066	\$	27,611	\$_	454

<sup>(1)</sup> Reflects the change in the liability due to the time value of money. TCDRS does not charge fees or interest.

#### Sensitivity Analysis

The following presents the net pension liability of the employer, calculated using the discount rate of 8.10%, as well as what the North Blanco County Emergency Services District No. 1 net pension liability would be if it were calculated using a discount rate that is 1 percentage point lower (7.10%) or 1 percentage point higher (9.10%) than the current rate.

	1% Decrease			Current Discount Rate		1% Increase
	_	7.10%	=	8.10%	_	9.10%
Total Pension Liability	\$	34,874	\$	28,066	\$	22,770
Fiduciary Net Position		27,611	-	27,611		27,611
Net Pension Liability/(Asset)	\$	7,263	\$	454	\$	(4,841)

<sup>(2)</sup> No plan changes valued.

<sup>(3)</sup> Relates to allocation of system-wide items.

## Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

For the year ended December 31, 2019 the District recognized pension expense of \$2,648.

January 1, 2019 to Prepaid Expense/(Income) December 31, 2019 Service Cost \$ 18,367 Interest on Total Pension Liability (1) 1,598 Effect of Plan Changes Administrative Expenses 21 Member Contributions (16,070)Expected Investment Return Net of Investment Expenses (1,159)Recognition of Deferred Inflows/Outflows of Resources Recognition of Economic/Demographic Gains or Losses 553 Recognition of Assumption Changes or Inputs Recognition of Investment Gains or Losses 189 Other (2) (851) Pension Expense/(Income) 2,648

As of December 31, 2019, the deferred inflows and outflows of resources are as follows:

Deferred Inflows/Outflows of Resources	Deferred Inflows of Resources	Deferred Outflows of Resources
Differences between expected and actual experience Changes of assumptions	\$ 91	\$ 6,183
Net difference between projected and actual earnings Contributions made subsequent to measurement date	N/A	745 6,986

Amounts currently reported as deferred outflows of resources and deferred inflows of resources related to pensions, excluding contributions made subsequent to the measurement date, will be recognized in pension expense as follows:

Year Ended	
December 31	
2020	\$ 742
2021	742
2022	742
2023	731
2024	553
Thereafter (a)	3,327

<sup>(</sup>a) Total remaining balance to be recognized in future years, if any. Note that additional future deferred inflows and outflows of resources may impact these numbers.

<sup>(1)</sup> Reflects the change in the liability due to the time value of money. TCDRS does not charge fees or interest.

<sup>(2)</sup> Relates to allocation of system-wide items.

#### NOTE 12. SALES TAX ELECTION

In a special election on November 3, 2015, the District's voters approved the adoption of a Sales and Use Tax at a rate of one percent. For the fiscal year ended September 30, 2020, the District collected \$489,458 in sales tax.

#### NOTE 13, INTERFUND TRANSFERS

For the fiscal year ended September 30, 2020, the District transferred \$626,480 from the general fund to the capital projects funds. The purpose of these transfers was for construction costs related to the new building.

#### NOTE 14. COMMITMENTS

The District has entered into a construction contract for the new building at September 30, 2020:

		Total		Amount	F	Remaining
Contractor	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Contract		Expended	C	ommitment
Southwest Erectors LLC	\$	944,269	\$_	613,624	\$	330,645

#### NOTE 15. SUBSEQUENT EVENTS

The District has evaluated subsequent events through June 28, 2021, the date which the financial statements were available to be issued. The District is not aware of any subsequent events that materially impact the financial statements.

SUPPLEMENTARY INFORMATION

#### NORTH BLANCO COUNTY EMERGENCY SERVICES DISTRICT NO. 1 STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL - GENERAL FUND FOR THE YEAR ENDED SEPTEMBER 30, 2020

	2-	Budgeted Amounts Final	9 <del>,=</del>	Actual Amounts (GAAP Basis)		Variance With Final Budget Positive (Negative)
Revenues Property Taxes Penalty & Interest Interest on Investments Appraisal District Refund/Other Sales Tax Contributions - Permian Pipeline	\$	889,755 5,500 3,500 59,000 325,000	\$	894,193 8,723 6,593 62,083 489,458 172,000	\$	4,438 3,223 3,093 3,083 164,458 172,000
Total Revenues	\$_	1,282,755	\$_	1,633,050	\$	350,295
Expenditures  Appraisal District Attorney Fees Bonds & Insurance Clerical & Auditing Memberships/Registration Postage & Box Rental Publications & Notices Office Supplies/Computer Volunteer Fire Departments - Johnson City VFD Round Mountain VFD Emergency Medical Services - North Blanco County EMS Board Training Debt Service - Principal Interest Capital Outlay Total Expenditures	\$ *\$	21,000 14,000 4,500 8,000 100 125 250 1,050 167,239 73,750 544,550 3,000	\$	19,308 2,923 1,947 7,731 81 114 1,660 200,862 63,354 519,201 2,412 12,325 4,273 75,074 911,265	\$	1,692 11,077 2,553 269 100 44 136 (610) (33,623) 10,396 25,349 588 (12,325) (4,273) 5,215 6,588
	Ψ-	917,000	Ψ-	911,200	Ψ	0,500
Excess (Deficiency) of Revenues Over (Under) Expenditures	\$	364,902	\$	721,785	\$	356,883
Other Financing Sources (Uses) - Transfers Out		(800,000)	-	(626,480)	: :4	173,520
Excess (Deficiency) of Revenues Over (Under) Expenditures and Other Uses		(435,098)		95,305		530,403
Fund Balance - October 1, 2019		930,323	_	930,323		
Fund Balance - September 30, 2020	\$_	495,225	\$_	1,025,628	\$	530,403

#### NORTH BLANCO COUNTY EMERGENCY SERVICES DISTRICT NO. 1 SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS -TEXAS COUNTY AND DISTRICT RETIREMENT SYSTEM FOR THE YEAR ENDED SEPTEMBER 30, 2020

		Year Ended	Dece	ember 31
	-	2019		2018
Total Pension Liability	_			
Service Cost	\$	18,367	\$	1,355
Interest on Total Pension Liability		1,598		110
Effect of Plan Changes		90		-
Effect of Assumption Changes or Inputs		-		
Effect of Economic/Demographic (Gains) or Losses		6,745		(109)
Benefit Payments/Refunds of Contributions		#2		891
Net Change in Total Pension Liability	\$	26,710	\$	1,356
Total Pension Liability, Beginning		1,356		_
Total Pension Liability, Ending (a)	\$ _	28,066	\$	1,356
Fiduciary Net Position				
Employer Contributions	\$	8,678	\$	595
Member Contributions		16,070		1,104
Investment Income Net of Investment Expenses		265		19
Benefit Payments/Refunds of Contributions		440		/ <u>~</u>
Administrative Expenses		(21)		(1)
Other	1/2	851		51
Net Change in Fiduciary Net Position	\$	25,843	\$	1,768
Fiduciary Net Position, Beginning	_	1,768		
Fiduciary Net Position, Ending (b)	\$ _	27,611	\$	1,768
Net Pension Liability/(Asset), Ending = (a) - (b)	\$ _	454	\$	(412)
Fiduciary Net Position as a % of Total Pension Liability		98.38%		130.40%
Pensionable Covered Payroll	\$	401,746	\$	27,599
Net Pension Liability as a % of Covered Payroll		0.11%		-1.49%

Note: GASB 68, Paragraph 46, a and b requires that the data in this schedule be presented for the time period covered by the measurement date rather than the governmental entity's current fiscal year.

This schedule is presented to illustrate the requirement to show information for 10 years. However, recalculations of prior years are not required, and if prior years are not reported in accordance with the standards of CASB 67/68, they should not be shown here. Therefore, we have shown only years for which the new GASB statements have been implemented.

#### NORTH BLANCO COUNTY EMERGENCY SERVICES DISTRICT NO. 1 SCHEDULE OF EMPLOYER PENSION CONTRIBUTIONS -TEXAS COUNTY AND DISTRICT RETIREMENT SYSTEM FOR THE YEAR ENDED SEPTEMBER 30, 2020

Year Ending December 31	Actuarially Determined Contribution (1)	 Actual Employer Contribution <sup>(1)</sup>	_	Contribution Deficiency (Excess)	_	Pensionable Covered Payroll (2)	i i	Actual Contribution as a % of Covered Payroll
2010	\$ -	\$ 9	\$	8	\$	34	\$	
2011	5	3		•		3.53		-
2012	*	=		-		000		-
2013	<u> </u>	¥		2		721		<b>=</b>
2014	=	9		•		0. <del>5</del> 6		*
2015	ž.	#		=		75		*
2016	*	94		-		(a)		34
2017	2	à		=		020		9
2018	596	596		<b>7</b>		27,599		2.20%
2019	8,678	8,678		*		401,746		2.20%

<sup>(1)</sup> TCDRS calculates actuarially determined contributions on a calendar year basis. GASB Statement No. 68 indicates the employer should report employer contribution amounts on a fiscal year basis.

<sup>(2)</sup> Payroll is calculated based on contributions as reported to TCDRS.

#### NORTH BLANCO COUNTY EMERGENCY SERVICES DISTRICT NO. 1 NOTES TO REQUIRED SUPPLEMENTARY INFORMATION SEPTEMBER 30, 2020

#### Valuation Date:

Actuarially determined contribution rates are calculated as of December 31, two years prior to the end of the fiscal year in which the contributions are reported.

#### Methods and assumptions used to determine contribution rates:

Actuarial Cost Method	Entry Age
Amortization Method	Level percentage of payroll, closed
Remaining Amortization Period	4.7 years (based on contribution rate calculated in 12/31/2019 valuation)
Asset Valuation Method	5-year smoothed market
Inflation	2.75%
Salary Increases	Varies by age and service, 4.9% average over career including inflation.
Investment Rate of Return	8.00%, net of administrative and investment expenses, including inflation
Retirement Age	Members who are eligible for service retirement are assumed to commence receiving benefit payments based on age. The average age at service retirement for recent retirees is 61.
Mortality	130% of the RP-2014 Healthy Annuitant Mortality Table for males and 110% of the RP-2014 Healthy Annuitant Mortality Table for females, both projected with 100% of the MP-2014 Ultimate scale after 2014.
Changes in Assumptions and Methods Reflected in the	2015: New inflation, mortality and other assumptions were reflected.
Schedule of Employer Contributions*	2017; New mortality assumptions were reflected.
Changes in Plan Provisions Reflected in the Schedule of	2015. No changes in plan provisions were reflected in the Schedule.
Employer Contributions*	2016. No changes in plan provisions were reflected in the Schedule.
	2017: New Annuity Purchase Rates were reflected for benefits earned after 2017.
	2018: No changes in plan provisions were reflected in the Schedule.
	2019: No changes in plan provisions were reflected in the Schedule.

<sup>\*</sup> Only changes effective 2015 and later are shown in the Notes to Schedule.



## NEFFENDORF & BLOCKER, P.C.

June 28, 2021

To the Board of Emergency Services Commissioners North Blanco County Emergency Services District No. 1 Johnson City, TX 78636

We have audited the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of North Blanco County Emergency Services District No. 1 for the year ended September 30, 2020. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards (and, if applicable, *Government Auditing Standards* and OMB Circular A-133), as well as certain information related to the planned scope and timing of our audit. Professional standards also require that we communicate to you the following information related to our audit.

#### Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by North Blanco County Emergency Services District No. 1 are described in Note I to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during 2020. We noted no transactions entered into by the governmental unit during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. There were no significant accounting estimates.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to each opinion unit's financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

#### Management Representations

We have requested certain representations from management that are included in the management representation letter dated June 28, 2021.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the governmental unit's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

#### Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the governmental unit's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

#### Other Matters

With respect to the supplementary information accompanying the financial statements, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

#### Current Year Recommendations

#### Capital Assets Transferred from Other Entities

The District received capital assets by transfer from other entities. The capital assets transferred should be recorded on the District's general ledger at cost or estimated cost.

#### **Budget to Actual Comparison**

The District's monthly financial statements should include a comparison of the budget to actual results for revenues and expenditures.

#### **Budget Amendments**

Upon approval of budget amendments by the board in the minutes, the budget to actual comparisons should reflect separate columns for the original budget and then the amended budget. Major capital equipment purchases and capital improvements (Round Mountain VFD Building) should be adopted as separate line items in the budget along with the source of funds for purchasing or construction (for example - loans, use of surplus funds, etc.).

This information is intended solely for the use of the Board of Directors and management of North Blanco County Emergency Services District No. 1 and is not intended to be and should not be used by anyone other than these specified parties.

Sincerely.

Neffendorf & Blocker, P.C. NEFFENDORF & BLOCKER, P.C. Fredericksburg, Texas July 8, 2021

Blanco County, Texas 101 E. Pecan Johnson City, Texas 78636

Re: 2021-2022 Lights Spectacular Hill Country Style, Inc. Event

November 26, 2021 – June 2, 2022

Fireworks Display Permit

Honorable Judge Brett Bray and County Commissioners:

On July 6, 2021, the City Council of the City of Johnson City, Texas discussed and took action on the following:

Approval of the Lights Spectacular 2021 event dated 11/26/2021 – 1/2/2022, including, but not limited to, the use of City streets and facilities, a parade, a public fireworks display, alcoholic beverage sales, retail and food vendor booths, and associated street closures, all to be incorporated into a comprehensive Special Event / Parade Permit Application and other supplementary applications and submitted for review and approval to the Mayor and City Staff.

The City Council unanimously approved the aforementioned request, as presented, subject to the terms and conditions included within the agenda heading. As such, the City Council authorized a public fireworks display within the City's corporate limits for the 2021-2022 Lights Spectacular Hill Country Style, Inc. event taking place November 26, 2021 through January 2, 2022.

Lights Spectacular Hill Country Style, Inc. will be required to submit to the City a comprehensive Special Event / Parade Permit application and other supplementary applications, including a Public Fireworks Display Permit application, as we get closer to the event date. City Council authorized administrative approval of said applications by Mayor Rhonda Stell, Chief of Police Ross Allen, and CAO/City Secretary Rick Schroder. No further City Council approval should be required.



## BRETT BRAY BLANCO COUNTY JUDGE PO BOX 387 JOHNSON CITY, TX 78636 830-868-4266

cojudge@co.blanco.tx.us

July 13, 2021

Lower Colorado River Authority Attn: Stacy Pandey 3601 Lake Austin Blvd, R316 Austin, TX 78703

Re: Commissioner James Sultemeier replacement

Ms. Pandey,

Please accept this letter as Blanco County's official request to replace retired Commissioner James Sultemeier's seat on the LCRA's Region K board with the current Precinct 2 Commissioner, Emil Uecker.

Brett Bray Blanco County Judge



May 20, 2021

Hon. Brett Bray Blanco County Judge PO Box 387 Johnson City, TX 78636-0387

Dear Judge Bray:

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

We recognize that 2020 was a difficult year for many people and organizations, and the Pool was no exception. For over a decade, the Pool renewal has been below the national average for health plan rate increases (trend). This year, due to a surge in high-cost claimants as well as claims related to the COVID-19 pandemic, the Pool renewal average of 7.3% is at or slightly below the projected 2021 national combined medical and Rx trend (healthcare cost inflation) of 7.3 - 8.1%.

Renewal rates are set annually using a comprehensive actuarial process that determines the amount needed by the Pool to fund claims and operating costs for the coming year. We then evaluate each individual county or district based on a combination of the group's size, claims experience, age, and geographic area (healthcare claims vary significantly by geographic region). Based on this analysis, your group's renewal rate may be above or below the Pool average. Your renewal rates for Plan Year 2022 are enclosed, along with your TAC Employee Benefits and Wellness Consultants' contact information. Your renewal information may include alternate benefit plans with pricing (if not, alternates are available upon request).

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

Sincerely,

Quincy Quinlan, Director

Umy Onl

Health and Benefits Services Department

Texas Association of Counties

cc: Hon, Camille H. Swift

## Blanco County's Renewal Rate change(s) for Plan Year 2022:

Health Plan: 6.7% Dental Plan: 0%

Life Plan(s): No change to current Basic Life rates. Please see enclosed information about our new

Voluntary Life option.

Vision Plan: No change to Vision Rates for PY2022

NOTE: Deadline for returning signed renewal documents to TAC HEBP: June 30, 2021

Contact your TAC Employee Benefits Consultant right away if you:

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

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

- Healthy County forms: Your renewal packet includes Healthy County Contacts and CSI (County Specific Incentive) documents. Please review and make changes as needed to your Wellness contact information. Please complete both forms and return them with your renewal. Contact your TAC Wellness Consultant if you have any questions.
  - Your Wellness Consultant: Mark Zollitsch (markz@county.org) (800) 456-5974.
- *Employee Open Enrollment:* You have the option to allow employees to make their open enrollment changes online through the Employee Self-Service portal, https://mybenefits.county.org.
- Affordable Care Act Fees: The HEBP Board voted to pay 2021 ACA fees on behalf of Pooled groups; see attached 'Health Care Reform Updates' document for details.
- *Open Enrollment Toolkit*: This will be sent via email by July 23 and contains the forms and notices your group will need to process employee benefit renewals.
- When It's Due for 2022: Once your renewal benefit decision has been approved, complete Blanco County's Renewal Notice and Benefits Confirmation (RNBC), <u>print and initial/sign</u> where indicated, and return to TAC HEPB via email, or fax to (512) 481-8481 on or before the date shown below.

ACTION REQUIRED: Please present the renewal, with Alternates if desired, to the Commissioners Court for a decision. Once the renewal plan has been selected, complete the RNBC form online, and return the initialed and signed RNBC to TAC no later than June 30, 2021.

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

#### Renewal Attachments:

Renewal Letter

Renewal Documents

- Renewal Notice and Benefit Confirmation (RNBC)
- Alternate Health Plan Proposal (available by request for HRA or HSA plans)
- 12-month Claims Report
- High-Cost Claimant (HCC) Report
- Healthy County Wellness Contacts designation form
- Healthy County County-Specific Incentive (CSI) election form

Renewal Packet

#### **Renewal Packet contents:**

Renewal Checklist

Renewal Calendar

TAC HEBP Territory Map and Contacts

New Voluntary Life Option

Health Care Reform update memo for 2021-22

Employee Self-Service for Open Enrollment instructions

Alternate Plan Selection and Online RNBC completion instructions

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## 2021 - 2022 Alternate Plan Proposal

Group: 48329 - Blanco County Effective Date: 10/01/2021

Plan: Option:	Current Plan Year 600-NG RX-1A-NG	Renewal Rates 600-NG RX-1A-NG	Option 1 800-NG RX-1A-NG	Option 2 1100-NG RX-1A-NG
Rates				
Employee Only	\$821.90	\$876.96	\$851.04	\$826.42
Employee + Child	\$1,065.28	\$1,136.64	\$1,102.90	\$1,070.86
Employee + Child(ren)	\$1,340.32	\$1,430.12	\$1,387.54	\$1,347.08
Employee + Spouse	\$1,718.38	\$1,833.50	\$1,778.76	\$1,726.76
Employee + Family	\$2,178.90	\$2,324.88	\$2,255.34	\$2,189.28
Medical Plan				
Deductible In/Out Network	\$250/500	\$250/500	\$500/750	\$750/1000
Co-Insurance % In/Out	80/60	80/60	80/60	80/60
Co-Insurance Maximum	\$2000/4000	\$2000/4000	\$2500/5000	\$3000/6000
Office Visit	\$25	\$25	\$25	\$25
Specialist Visit				
Emergency Room Hospital	\$100	\$100	\$100	\$150
Prescription Plan				
Prescription Card Co-Pay	5/15/30	5/15/30	5/15/30	5/15/30
Deductible	\$0	\$0	\$0	\$0

Proposal rates are based on the following information:

- Rates based upon current benefits and enrollment. A substantial change in enrollment (10% over 30 days or 30% over 90 days) may result in a change in rates.
- Rates are based on a minimum employer contribution of 100% of the employee only rate or current funding level.
- Retirees pay the same premium as active employees regardless of age for medical and dental.
- Form must be received by 06/30/2021 in order to avoid a delay in implementation of benefits and/or late processing fees.

Please indicate the selected plan here		
Fax the signed document to 1-512-481-8481.		
Signature	Date	

# TAC HEBP Member Contact Designation Blanco County

#### **CONTRACTING AUTHORITY**

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

		Please list changes and/or corrections below.
Name/Title	Honorable Camille H. Swift/Treasurer	
Address	PO Box 471	
	Johnson City, TX 78636-0471	
Phone	830-868-4566	
Fax	830-868-7788	
Email	bctreas@co.blanco.tx.us	
The sale		NG CONTACT
Responsib	le for receiving all invoices relating to HEBP pi	
		Please list changes and/or corrections below,
Name/Title	Honorable Camille H. Swift/Treasurer	
Address	PO Box 471	•
	Johnson City, TX 78636-0471	
Phone	830-868-4566	
Fax	830-868-7788	
Email	bctreas@co.blanco.tx.us	-
HIPAA Secu		
		REPRESENTATIVE
HEBP's ma	ain contact for daily matters pertaining to the he	
		Please list changes and/or corrections below.
Name/Title	Honorable Camille H. Swift/Treasurer	
Address	PO Box 471	
	Johnson City, TX 78636-0471	
Phone	830-868-4566	
Fax	830-868-7788	
Email	bctreas@co.blanco.tx.us	
		Date:
Signature of	f County Judge or Contracting Authority	
Please PRIN	IT Name and Title	<del></del>

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

## **COBRA ADMINISTRATION**

Please indicate now y	our group manages COBRA admin	istration:
•	oup processes COBRA on OASYS consible for fulfilling COBRA notifica	tion process and requirements.
	BRA Department processes COBRA contributed administers via COBRA contributed administers via COBRA contributed administers.	
Initial to	confirm COBRA Administration.	
	PLAN I	NFORMATION
<b>Broker or Consult</b>	ant Information	
Please confirm your br	oker or consultant's name, if applica	ble: Michelle Burnett
		Please list changes and/or corrections below
Agency Address	Crandall & Assoc.	100
Agency Address Number and Street	5406 Prue Road	
City	San Antonio	
State	TX	
Zip	78240	
Broker		
Representative or Consultant's Name	Michelle Burnett	
Contact Phone Number	2106968333	
Contact Email Address	Michelle@crandallassoc.com	/A
Initial to confirm	n Broker or Consultant information	
<ul> <li>Please update b</li> </ul>	oroker or consultant's information.	
If applicable, bro	oker commissions are included in rates	listed on page 1.
Retirees pay the	e same premium as active employees r	egardless of age for medical and dental.
	on current benefits and enrollment. A s t in a change in rates.	substantial change in enrollment (10% over 30 days or 30% over 90
Form must be re	eceived by 06/30/2021 in order to avoid	additional administrative fees.
<ul> <li>Signature on the</li> </ul>	e following page is required to confirm a	and accept your group's renewal.

## LIFE - BASIC

**Basic Life Products:** 

Coverage Volume per Employee:

\$15,000

(Rates are per thousand)

	Current Rates	New Rates Effective 10/1/2021	Amount Employer Pays	Amount Employee/ Retiree Pays (if applicable)
Basic Term Life	\$0.415	\$0.415	100%	0%
Basic AD&D	\$0.030	\$0.030	100%	0%

\_\_\_\_\_Initial to accept New Basic Life Rates.

### **WAITING PERIOD**

Waiting period applies to all benefits.

Employees

90 days - Day following waiting period

\_\_\_\_ Initial to confirm.

Elected Officials

Date of hire

#### VISION

Vision:

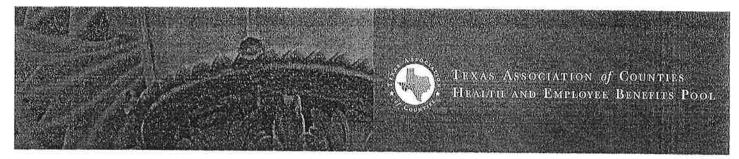
Plan I

Your % rate increase is: 0.00%

Your payroll deductions for vision benefits are: Pre Tax

Tier	Current Rates	New Rates Effective 10/1/2021	New Amount Employer Pays	New Amount Employee Pays	New Amount Retiree Pays (if applicable)
Employee Only	\$6.20	\$6.20	\$	\$	\$
Employee + Child(ren)	\$12.44	\$12.44	\$	\$	\$
Employee + Spouse	\$11.80	\$11.80	\$	\$	\$
Employee + Family	\$18.28	\$18.28	\$	\$	\$

\_\_\_\_\_ Initial to accept Vision Plan and New Rates.



## 2021 - 2022 Renewal Notice and Benefit Confirmation

Group: 48329 - Blanco County

Anniversary Date: 10/01/2021

Return to TAC by: 06/30/2021

Please initial and complete each section confirming your group's benefits and fill out the contribution schedule according to your group's funding levels. Fax to 1-512-481-8481 or email to erinc@county.org.

For any plan or funding changes other than those listed below, please contact Erin Crafton at 1-800-456-5974.

#### MEDICAL

Medical: Plan 600-NG \$25 Copay, \$250 Ded, 80%, \$2000 OOP Max

RX Plan: Option 1A-NG \$5/15/30, \$0 Ded

Your % rate increase is: 6.70%

Your payroll deductions for medical benefits are:

Pre Tax

Tier	Current Rates	New Rates Effective 10/1/2021	New Amount Employer Pays	New Amount Employee Pays	New Amount Retiree Pays (if applicable)
Employee Only	\$821.90	\$876.96	\$	\$	\$
Employee + Child	\$1,065.28	\$1,136.64	\$	\$	\$
Employee + Child(ren)	\$1,340.32	\$1,430.12	\$	\$	\$
Employee + Spouse	\$1,718.38	\$1,833.50	\$	\$	\$
Employee + Family	\$2,178.90	\$2,324.88	\$	\$	\$

Initial to accept Medical Plan and New Rates.

#### DENTAL

Dental: Plan III w/Ortho - 80% Prevent., \$75 Ded, 80% Basic 50% Major

Your % rate increase is: 0.00%

Your payroll deductions for dental benefits are: Pre Tax

Tier	Current Rates	New Rates Effective 10/1/2021	New Amount Employer Pays	New Amount Employee Pays	New Amount Retiree Pays (if applicable)
Employee Only	\$25.56	\$25.56	\$	\$	\$
Employee + Child(ren)	\$68.86	\$68.86	\$	\$	\$
Employee + Spouse	\$51.16	\$51.16	\$	\$	\$
Employee + Family	\$94.44	\$94.44	\$	\$	\$

\_ Initial to accept Dental Plan and New Rates.

# RESOLUTION IN SUPPORT OF PURSUING A REGIONAL PUBLIC DEFENDER'S OFFICE

WHEREAS, Blanco, Burnet and Llano Counties ("Counties") are authorized by the Interlocal Cooperation Act, Texas Government Code Chapter 791, to enter into an agreement for the performance of governmental functions in which the contracting parties are mutually interested; and

WHEREAS, the Counties agree that a regional public defender's office would improve indigent defense quality, reliability, constitutional compliance, accountability and budget predictability; and

WHEREAS, with Texas Indigent Defense Commission funding, a regional public defender's office would also provide substantial cost savings to the Counties.

WHEREAS, Blanco County Commissioners Court has agreed that in the event of loss or misuse of the funds by Blanco County, Blanco County Commissioners assure that the funds allocated to Blanco County which are attributable to the loss or misuse by Blanco County will be returned in full to the Texas Indigent Defense Commission

**NOW THEREFORE, BE IT RESOLVED** and agreed that Burnet County Judge James Oakley is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Indigent Defense Improvement Grant Program and all other necessary documents to accept said grant; and

**BE IT FURTHER RESOLVED** that Michelle Moore, Burnet County Public Defender is designated as the Program Director for this grant and the Burnet County Auditor, Karin Smith is designated as the Financial Officer for this grant.

Adopted this day of,	2021.	
	Brett Bray, Blanco County	Judge
Tommy Weir, Commissioner, PCT. 1	COPY	Emil Ray Uecker, Commissioner, PCT. 2
Chris W. Liesmann., Commissioner, PC	TT. 3	Paul Granberg, Commissioner, PCT. 4

## BEDROCK STRUCTURES, LLC

We Gotcha Covered!

P.O. BOX 2108 - CENTER TX 75935

GORANT (936) 598-3389 F (936) 598-7717

STORAIT (936) 598-3389 F (936) 598-7717

Customer



Date



## ORDER FORM

Authorized Dealer: GENERAL SHELTERS

P.O. BOX 2108 **CENTER, TX 75935** 936-598-3389

Blanco County		DATE FIRST CALL	
	Blanco County		
		PRODUCTION	
		INVOICE DATE	
		INSTALLED DATE	
		FINAL CALL	
ARPORT STYLE & DIMENSIONS	COLOR	BASE PRICE	
CARPORT 22x88x8	SELECT COLOR	20.220.00	211. 122
	GLUME ROFE		KOKO BROWN TRM
OPTION CHOICES, QUANTITIES & COLORS		PRICE	NOTES
Eave (Post) H 11' Post on 68' Length		1,152.00	2
Side Wall		80	
Side Wall 2		780	
End Wali		381	-
End Wall 2		25.1	
Lean-To		<b>3</b>	
Lean-To 2			34
LT/Gable End Enclose		36	
Frame Covers		367	8
Post Covers		(4)	
Gutters/Downspouts 88 Linear It of Gullers/Down	ispouts (SELECT COLOR)	1,554.96	Down ≜ Side
Roof Insulation			4 Down Spouls
Wali Insulation			Towns Opening
26ga Upgrade		8 6	3
Doors		21 21	
		•	
Doors			
Windows		•	
Extra Options			
Extra Options			
Extra Options			
	Total (Base + Options)	22,926.96	RETAIL SALE
Are there utilities at job site ( ) Water ( ) Electricity	please check if yes	MISC CHARGE	
SPECIAL INSTRUCTIONS		MILEAGE/FREIGHT	
On Slab		5,25% SALES TAX	<del>-1.432.94</del>
	*	TOTAL	22916.9624,358.00
	5	12% DEPOSIT	2,751 24
y = = pr *			525
		AMT RECEIVED	
*** PLEASE MAKE CHECKS PAYABLE TO: BEDROCK	K STRUCTURES, LLC ***	- AMI RECLIVED	23,926.96

Dealer

Date



Phase 1

Bond No.	0798297	
Premium 9	\$.00	

Attorney-in-Fact

## SUBDIVISION MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:	
duly organized and by the virtue of the laws of the Sta	ment of which well and truly to be made the Principal
WHEREAS, the said Principal hereby guarantees agair following improvements:  Majestic Hills, Phase 1	nst defective workmanship and material for the
majosto rimo, ritaco r	
PROVIDED, HOWEVER, that this bond is subject to the	e following conditions and provisions:
1. This bond is for the term of2 the work by the Obligee to expire July 13, 2	year(s) from the date of acceptance of
2. In the event of default by the Principal in the perform of this bond, the Surety shall be liable only for cost this bond.	ormance of the maintenance during the term to of maintenance up to the termination of the term of
<ol><li>No claim, action, suit or proceeding, except as her against the Surety on this instrument unless same t upon the Surety after the expiration date of the bond.</li></ol>	be brought or instituted and process served
Signed and sealed this <u>13th</u> day of <u>J</u>	uly , 2021 .
LSLP	Majestic Hills Ranch, LLC
<u> </u>	Principal
By:	nothy D. Smith, Treasurer, Manager of LSLP Majestic Hills Ranch, LLC LLC
	National Insurance Company SEAL S
	1984 /

By: \_\_\_\_\_ Eric R. Toothaker

## POWER OF ATTORNEY

# HARCO NATIONAL INSURANCE COMPANY INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

Bond #	0798297	
Principal	LSLP Majestic Hills Ranch, LLC	
Obligee	County Judge of Blanco County, a County in and for the State of Texas	

KNOW ALL MEN BY THESE PRESENTS: That HARCO NATIONAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

#### Eric R. Toothaker

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of HARCO NATIONAL INSURANCE COMPANY at a meeting held on the 13th of December, 2018

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY have each executed and attested these presents on this 13th day of July, 2021

SEAL 1904 1904 1904 1 1904

STATE OF NEW JERSEY County of Essex STATE OF ILLINOIS County of Cook

Kenneth Chapman

Executive Vice President, Harco National Insurance Company and International Fidelity Insurance Company

On this 13th day of July, 2021 , before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A, Outley a Notary Public of New Jersey (

#### **CERTIFICATION**

I, the undersigned officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 13th day of July, 2021

Irene Martins, Assistant Secretary





Bond No. <u>0798298</u> Premium \$.<u>00</u>

Attorney-in-Fact

## **SUBDIVISION MAINTENANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:			
That we, <u>LSLP Majestic Hills Ranch</u> , <u>LLC</u> as a duly organized and by the virtue of the laws of surety on bonds in the State of <u>TX</u> County Judge of Blanco County, a County in and for the penal sum of <u>Five Hundred Eighty Six Thousand Nine Hundred Tomoney of the United States of America</u> , to be the binds itself, its successors and assigns, and the severally, firmly by these presents.	the State of IL, as Surety, a State of Texas , hereinaft wenty Two Dollars and 65/100 Do ne payment of which well a	and authorized to re held and firmly bound er called the Obligee, in the lars (\$ 586,922.65 and truly to be made the F	o become sole unto the ne just and ,), lawful Principal
WHEREAS, the said Principal hereby guarantee following improvements:  Majestic Hills, Phase 2	s against defective workn	nanship and material for the	e
PROVIDED, HOWEVER, that this bond is subject	ct to the following condition	ns and provisions:	<del></del>
This bond is for the term of the work by the Obligee to expire  Jul	2 year(s) y 13, 2023 .	from the date of acceptan	ce of
2. In the event of default by the Principal in th of this bond, the Surety shall be liable only f this bond.			term of
3. No claim, action, suit or proceeding, except against the Surety on this instrument unless upon the Surety after the expiration date of the	same be brought or instit	hall be had or maintained uted and process served	
Signed and sealed this13thday of	July , 202	21	
	LSLP Majestic Hills Rand Princi		
	By: Imothy D. Smith, American Land Partners, Inc.	Manager of LSLP Majestic Hills Ranch	INSUA INSUA
	Harco National Insurance	e Company	E/0 8/m

By: Eric R. Toothaker

#### POWER OF ATTORNEY

#### HARCO NATIONAL INSURANCE COMPANY

#### INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

Bond # 0798298

Principal LSLP Majestic Hills Ranch, LLC

Obligee County Judge of Blanco County, a County in and for the State of Texas

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#### Eric R. Toothaker

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of HARCO NATIONAL INSURANCE COMPANY at a meeting held on the 13th of December, 2018

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY have each executed and attested these presents on this 13th day of July, 2021



STATE OF NEW JERSEY County of Essex STATE OF ILLINOIS
County of Cook

Kenneth Chapman

Executive Vice President, Harco National Insurance Company and International Fidelity Insurance Company

On this 13th day of July, 2021 , before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey ( My Commission Expires April 4, 2023

#### **CERTIFICATION**

I, the undersigned officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Altorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Altorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Altorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 13th day of July, 2021

Irene Martins, Assistant Secretary



#### FIRST AMENDMENT TO COMMUNICATIONS FACILITIES SITE LICENSE AGREEMENT

THIS FIRST AMENDMENT TO	COMMUNICATIONS FACILITIES SITE LICENSE AGREEMENT (this
" <u>Amendment</u> ") is entered into this	, by and between VERTICAL BRIDGE S3 ASSETS, LLC
a Delaware limited liability company (" <mark>Lic</mark> e	ensor"), and BLANCO COUNTY (" <u>Licensee</u> ").
	RECITALS

WHEREAS, Licensor and Licensee are parties to that certain Communications Facilities Site License Agreement dated February 1, 2017 (the "Collocation Agreement"), which is subject and pursuant to that certain Master Communications Facilities Co-Location License Agreement dated July 26, 2006 (the "Master Agreement"), whereby Licensor grants to Licensee the right to use certain space for the installation and operation of certain communications equipment;

WHEREAS, Licensor and Licensee, in their mutual interest, wish to amend the Collocation Agreement as set forth below.

**NOW, THEREFORE,** in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agrees as follows.

- 1. <u>Equipment Modification</u>. The descriptions and specifications of Licensee's equipment set forth in the Collocation Agreement (including, without limitation, the descriptions and specifications of Licensee's equipment set forth in any schedules, exhibits or attachments to the Collocation Agreement) are hereby amended and deleted in their entirety and replaced and superseded by and with the equipment descriptions and specifications set forth in <u>Exhibit B-1</u> attached hereto and incorporated herein. Licensee shall not commence the equipment modification contemplated herein unless and until Licensee requests and receives a Notice to Proceed (the "<u>NTP</u>") from Licensor authorizing Licensee to commence such equipment modification.
- 2. Monthly Payments. Licensee's current monthly rent, license fee or other recurring monthly payment under the Collocation Agreement shall increase by Nine Hundred and No/100 Dollars (\$900.00) per month on the earlier to occur of (i) the first day of the month in which Licensor issues Licensee the NTP or (ii) August 1, 2021. Thereafter, Licensee's monthly rent, license fee or other recurring monthly payment shall continue to escalate as presently required under the Collocation Agreement.
- 3. Remittance Address. Licensor's remittance address under the Collocation Agreement is hereby amended to the following (or if the Collocation Agreement does not provide a remittance address for Licensor, the following remittance address is hereby added thereto as Licensor's remittance address for payments due under the Collocation Agreement by Licensee):

VB-S1 Issuer, LLC P.O. BOX 743906 Atlanta, GA 30374-3906 Ref. Site # US-TX-5404 For overnight mail:
Bank of America Lockbox Services
Lockbox # 743906
6000 Feldwood Road
College Park, GA 30349
Ref. Site # US-TX-5404



VB Site ID / Site Name: US-TX-5404 / Mountain Top Radio

4. <u>Notice Address</u>. Licensor's notice address under the Collocation Agreement is hereby amended to the following:

Licensor: VERTICAL BRIDGE S3 ASSETS, LLC

750 Park of Commerce Drive, Suite 200

Boca Raton, Florida 33487 Attn: Leasing Administration Ref. Site US-TX-5404

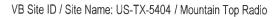
With a copy to: VERTICAL BRIDGE S3 ASSETS, LLC

750 Park of Commerce Drive, Suite 200

Boca Raton, Florida 33487 Attn: General Counsel Ref. Site US-TX-5404

- 5. Other Terms and Conditions Remain. In the event of any inconsistencies between the Collocation Agreement and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Collocation Agreement is unmodified and remains in full force and effect. Each reference in the Collocation Agreement to itself shall be deemed also to refer to this Amendment.
- 6. <u>Capitalized Terms</u>. All capitalized terms used herein but not defined shall have the same meanings ascribed to such terms in the Collocation Agreement.
- Binding Effect. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.
- 8. <u>Authority</u>. Licensor and Licensee represent and warrant to one another that the person signing this Amendment on their respective behalves is duly authorized to do so and that this Amendment, as so executed, constitutes a legal, valid and binding obligation of the parties hereto.

REMAINDER OF PAGE INTENTIONALLY BLANK SIGNATURE PAGE TO FOLLOW





IN WITNESS WHEREOF, Licensor and Licensee have caused their properly authorized representatives to execute this Amendment on the dates set forth below, and this Amendment shall be effective as of the date first set forth above.

Licensor	Licensor:								
	AL BRIDGE S3 ASSETS, LLC are limited liability company								
By: Name: Title: Date:									
License	9:								
BLANC	O COUNTY								
By: Name: Title: Date:									



VB Site ID / Site Name: US-TX-5404 / Mountain Top Radio

#### Exhibit B-1

Collocation Application



Vertical Bridge REIT, LLC. 750 Park of Commerce Drive Suite 200 Boca Raton, FL 33487

#### SUMMARY

#### **PRIMARY INFO**

Application #: P-015814

Application Version: 2 (Submitted: 4/26/2021 11:22:00 AM)

Application Type: Broadband

Application Name: Motorola-Mountain top

Lease Type:

Amendment

Description:

Adding (1) 3' MW dish at 80'AGL and (1) 6' antenna at 290' AGL

#### **VERTICAL BRIDGE SITE INFO**

VB Site #:

US-TX-5404

**VB Site Name:** 

Mountain Top Radio

Latitude:

30.22600000

Longitude:

-98.38330000

Structure Type:

SST

Structure Height:

299.8700

Site Address:

4555 US-281 -

Johnson City, TX 78636

#### **VERTICAL BRIDGE DEAL TEAM**

RLM: James Dunker

JDunker@verticalbridge.com (412) 443-5932

RLS: Kyle Tuck

KTuck@verticalbridge.com (561) 406-4017

ROM: Carl Lackey

CLackey@verticalbridge.com

(512) 745-4538

#### **TENANT LEGAL INFO**

Tenant Legal Name: Blanco County

State of Registration: Texas

Type of Entity:

Government

Carrier NOC #:

888888888

Tenant Site #:

78

Tenant Site Name:

LCRA/Mountaintop

#### **APPLICANT**

Name: Abin Abraham

Address

5920 W William Cannon Dr Bldg 1

Suite 102

Austin, TX 78749

Phone Number::

(830) 387-4502

Email Address:

abin\_abraham@enertechresources.com

#### FINAL LEASED RIGHTS CONFIGURATION TOTALS

This is a summary of your remaining existing equipment plus the new equipment.

#### **FINAL EQUIPMENT**

Qty	Equipment Type			
1	Other			
2	Omni/Whip			
4	Microwave Dish			

#### **FINAL LINES**

Qty	Line Type	
1	Fiber	
2	CAT5	
4	Coax	



Vertical Bridge REIT, LLC. 750 Park of Commerce Drive Suite 200 Boca Raton, FL 33487

#### **FREQUENCY & TECHNOLOGY INFO**

Type of Technology: Public Safety

Is TX Frequency Licensed: Yes

**TX Frequency:** 11633.125

Is RX Frequency Licensed: No

RX Frequency: 0

#### **MOUNT & STRUCTURAL ANALYSIS**

#### **MOUNT ANALYSIS**

Provided by Tenant: No
To Be Run by VB: Yes
Include Mount Mapping: Yes

#### STRUCTURAL HARD COPIES

Required: No Number of Hard Copies

#### CONTACTS

INVOICE CONTACT										
Attention To	Name	Address	Address Phone Number 1 Phone		Email 1	Email 2				
Abin Abraham	Abin Abraham	5920 W William cannon Dr. Bldg 1 Suite 102 Austin, TX 78749	(830) 387-4502		abin.abraham@e nertechresources. com	abin.abraham@e nertechresources. com				

PO CONTACT						
Name	Phone Number	Email				
Abin Abraham	(830) 387-4502	abin.abraham@enertechresources.com				

LEASING CONTACT						
Name Phone Number Email						
Chris Liesmann	(512) 689-7109	blcomm3@co.blanco.tx				

#### **LINE & EQUIPMENT**

EXISTING LINE(S)								
Qty	Line Type	Line Diameter(in.)	Line Location	Comments	Remain			
2	Coax	0.875	Exterior		Yes			
1	CAT5	0.04	Exterior		Yes			
1	Fiber	0.4	Exterior		Yes			
1	CAT5	0.04	Exterior		Yes			



Vertical Bridge REIT, LLC. 750 Park of Commerce Drive Suite 200 Boca Raton, FL 33487

NEW LINE(S)							
Qty	Line Type	Line Size(in.)	Line Location	Comments			
1	Coax	1.29	Exterior				
1	Coax	2	Exterior				

EXI	EXISTING EQUIPMENT											
Qty	Equipment Type	RAD Height	Mount (H')	Mount Type	Manufacturer	Model Number	Dimensions (H"xW"xD")	Weight (Lbs.)	Azimuth	Comments	Remain	
2	Omni/Whip	270.00	270.00	Stand-off	Sinclair	SC229- SFXLDF	278.00 x 2.88 x 2.88	32.00	0		Yes	
1	Microwave Dish	305,00	305.00	Pipe Mount	Radio Wave	HPD2-4. 7	24.00 x 24.00 x 24.00	27.00	180		Yes	
1	Microwave Dish	240.00	240.00	Pipe Mount	Radio Wave	HPD3-4 7	36.00 x 26.00 x 36.00	50.00	0		Yes	
1	Other	270.00	270.00	Pipe Mount	Quantar	5 Channel VHz	8.75 x 19.00 x 17.00	55.00	0	Existing equipment. Location and size to to be verified	Yes	

NEV	NEW EQUIPMENT										
Qty	Equipment Type	RAD Height	Mount (H')	Mount Type	Manufacturer	Model Number	Dimensions (H"xW"xD")	Weight (Lbs.)	Azimuth	Comments	
1	Microwave Dish	80.00	80.00	Pipe Mount	RFS Compactline	SC3-W1 00A	36.00 x 36.00 x 36.00	40.00	342		
1	Microwave Dish	290.00	290.00	Pipe Mount	Commscope	VHLP6- 6W	72.00 x 72.00 x 72.00	190.00	342		

#### ADDITIONAL SITE REQUIREMENTS

GROUND & INTERIOR SPACE REQUIREMENTS									
Requirement Total Lease Area (L x W) Cabinet Area (L x Shelter Required W) Shelter Pad (L x Comments W)									
No Changes	х	No	х	No	х				

GENERATOR REQUIREMENTS									
Requirement Type	Fuel Type	Kilowatt Size	Pad Dimensions (L x D)	Generator Manufacturer	Fuel Tank Manufacturer	Comments			
No Changes			х						

AC POWER REQUIREMENTS		
Meter Type	Additional Details	Comments



Vertical Bridge REIT, LLC. 750 Park of Commerce Drive Suite 200 Boca Raton, FL 33487

Existing Tenant Meter		V, \$, Amps							
BACKHAUL REQUIREMENTS									
Requirement Type	Cable Type	Number Of Points Of Entry	Riser Size (Inches)	Comments					
No Changes									

#### BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT

This BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Instrument") is made and delivered as of September 15, 2017, by the Lower Colorado River Authority, a political subdivision of the State of Texas ("Seller"), in favor of Vertical Bridge Towers II, LLC, a Delaware limited liability company ("Buyer"). Seller and Buyer are sometimes referred to in this Instrument together as the "Parties" or individually as a "Party". Unless the context otherwise requires, initially capitalized terms used in this Instrument and not otherwise defined shall have the meanings given to them in the APA (as defined below).

#### BACKGROUND

- A. The Parties and Vertical Bridge Holdco, LLC, a Delaware limited liability company, entered into that certain Asset Purchase Agreement, dated as of June 21, 2017 (as amended, modified and supplemented from time to time, the "APA").
- B. In connection with the initial Closing, this Instrument is being executed and delivered in accordance with Section 9.2(a) and Section 9.3(b) of the APA.

#### **AGREEMENT**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

- Transfer of Assets Transactions. Effective the date first written above, Seller hereby sells, conveys, assigns, transfers and delivers to Buyer, and Buyer hereby purchases, acquires, accepts and assumes from Seller, all of Seller's right, title and interest in, to and under the Assets relating to the sites identified on Annex A hereto (collectively, the "Assignable Sites"). For the avoidance of doubt and without limiting the definition of Excluded Assets, the Assets with respect to the Assignable Sites do not include: (i) the huts, shelters, and other assets identified on Annex B hereto or any leases, subleases, collocation agreements, or other similar agreements with respect to space in such huts and shelters, all of which are Excluded Assets; and (ii) any Lease Tower Structures.
- 2. <u>Assumption of Liabilities</u>. Effective the date first written above, Seller hereby delegates to Buyer, and Buyer hereby assumes and undertakes to perform, all of the Assumed Liabilities with respect to the Assets relating to the Assignable Sites.
- 3. Assignments; Transfers of Certain Assets and Liabilities.
  - a. Notwithstanding anything in this Instrument, the APA, or any Collateral Document to the contrary (but without limiting any of the Parties' duties and obligations arising under this Instrument), this Instrument, the APA, and each Collateral Document shall not constitute an assignment, sublease, transfer or other conveyance of any claim, contract, license, lease, sublease or commitment if an attempted assignment, sublease, transfer or other conveyance thereof, without the authorization or consent of a third-party thereto, would constitute a breach or violation thereof, but only to the extent such authorization or consent has not been obtained.
  - b. To the extent that, after the consummation of the transactions contemplated by this Instrument, Buyer has acquired or assumed in connection with the

transactions contemplated by this Instrument any Excluded Assets or Retained Liabilities, the Parties shall take all actions necessary to effectuate the assignment, transfer, conveyance, delivery or assumption, as the case may be, of any such Excluded Assets and Retained Liabilities back to Seller.

- 4. True Sale or Absolute Conveyance; Solvency. The conveyances hereunder are intended by the Parties to be "true sales" or absolute conveyances at Law. Each Party agrees to record each conveyance as a sale or purchase, dividend or capital distribution or capital contribution, as the case may be, on its books and records, and reflect each conveyance in its financial statements as a sale or purchase, dividend or capital distribution or capital contribution, as the case may be, unless otherwise required by applicable accounting principles. Each Party represents and warrants that it is solvent at the time of each conveyance hereunder, and that as a result of such conveyance, such Party will not be left insolvent.
- 5. Entire Agreement. This Instrument shall be subject to and governed by the terms and conditions of the APA (including, without limitation, Sections 2.3, 7.7, and 12.10 of the APA). Subject to Section 14 hereof, this Instrument, the APA, and the Collateral Documents constitute the entire agreement among the Parties with respect to the subject matter of this Instrument and supersede all prior agreements, both written and oral, among the Parties with respect to the subject matter of this Instrument. In the event of any conflict with or inconsistency between the terms hereof and those contained in the APA, the terms and provisions pf the APA shall control and supersede such conflicting or inconsistent terms set forth herein.
- 6. <u>Counterparts.</u> This Instrument may be executed by original, facsimile, electronic signatures (complying with the U.S. Federal ESIGN Act of 2000, 15 U.S.C. 96), or PDF and in any number of counterparts which will be considered one instrument. Counterparts, signed facsimile, electronic, or PDF copies of this Instrument will legally bind the Parties to the same extent as original documents.
- 7. Governing Law; Submission to Jurisdiction; Selection of Forum; Waiver of Jury Trial. Section 12.9 of the APA is incorporated by reference herein and made a part hereof with respect to the interpretation and enforcement of this Instrument.
- 8. <u>Successors and Assigns</u>. This Instrument shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.
- 9. <u>Amendment</u>. This Instrument may not be amended or modified except by a written agreement signed by authorized representatives of all of the Parties.
- 10. Specific Performance. Each Party recognizes and agrees that, in the event of any failure or refusal by any Party to perform its obligations required by this Instrument, remedies at Law would be inadequate, and that in addition to such other remedies as may be available to it at Law, in equity or pursuant to this Instrument, each Party may seek injunctive relief and may enforce its rights under, and the terms and provisions of, this Instrument by an action for specific performance to the extent permitted by applicable Law. Each Party hereby waives any requirement for security or the posting of any bond or other surety in connection with any temporary or permanent award of injunctive, mandatory or other equitable relief. Subject to Section 7, nothing contained in this Instrument shall be construed as prohibiting any Party from pursuing any other remedies

- available to it pursuant to the provisions of this Instrument or applicable Law for such breach or threatened breach, including the recovery of damages.
- 11. <u>Collateral Document</u>. The Parties acknowledge and agree that: (i) this Instrument constitutes a Collateral Document for purposes of the applicable APA; and (ii) all references to Collateral Documents in this Instrument refer to the such term as defined in the applicable APA.
- 12. Severability. If any term or provision of this Instrument is invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other conditions and provisions of this Instrument shall nonetheless remain in full force and effect so long as the economic and legal substance of the transactions contemplated by this Instrument is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Instrument so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.
- No Sovereign Immunity. Buyer and Seller agree and stipulate that this Instrument constitutes and states the essential terms of the agreement for providing goods or services that is properly executed on behalf of Seller subject to Subchapter I., Chapter 271, Texas Local Government Code, and therefore, Seller waives governmental immunity for the purpose of enforcement of this Instrument. Seller further stipulates that Seller is authorized by statute or the constitution to enter into this Instrument.
- 14. Effect on APA. Except as expressly provided in this Instrument, no provision of this Instrument shall in any way modify the express provisions set forth in the APA. To the extent any provision of this Instrument is inconsistent with the APA, the provisions of the APA shall control. Without limiting the generality of the foregoing, nothing in this Instrument is intended to alter or modify any rights or remedies of the Parties to indemnification under the APA or the other Collateral Documents.

<sup>\* \* \*</sup> Remainder of Page Intentionally Blank - Signature Page Follows \* \* \*

### - SIGNATURE PAGE TO BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT-

IN WITNESS WHEREOF, the Parties have caused this Instrument to be duly executed and delivered by their duly authorized representative as of the date first written above.

LOWER	COLORADO RIVER AUTHORITY
	Richard Williams
	Chief Financial Officer
VERTIC	AL BRIDGE TOWERS II, LLC
By:	
Name:	
Title:	

ANNEX A

#### List of Assignable Sites

LCRA Site ID	VB Site ID	Site Name
C130	US-TX-5367	Alleyton
C155	US-TX-5368	Bay City Radio
S105	US-TX-5369	Boerne Cico
C265	US-TX-5370	Bugg Lane Tower
S229	US-TX-5371	Canyon
C116	US-TX-5373	Cherry Mountain
C128	US-TX-5374	Concrete
C115	US-TX-5375	Council Creek
C125	US-TX-5376	Creedmoor
C125A	US-TX-5377	Creedmoor 2
C166	US-TX-5378	Doss
C136	US-TX-5379	Eagle Lake
S122	US-TX-5380	Elgin
C263	US-TX-5381	Ferguson MW
C152	US-TX-5382	Flatonia Radio
C119	US-TX-5383	Fowler Hill 2
C416	US-TX-5384	Garwood Office
S218	US-TX-5385	Gillespie
C126	US-TX-5386	Gonzales North
C120	US-TX-5387	Granata
C158	US-TX-5388	Hallettsville Radio
S142A C201	US-TX-5389	Hi-Cross Pole
	US-TX-5390	Junction Radio
S147	US-TX-5391	Kerrville Stadium
C151	US-TX-5392	Kingsbury
S150	US-TX-5393	Lampasas
C109	US-TX-5394	Lane City
C114	US-TX-5395	Legion Hill Repeater
S152	US-TX-5418	Lexington
C167	US-TX-5396	Lometa Radio
C120	US-TX-5397	Long Mountain
C164	US-TX-5398	Luckenbach
S156	US-TX-5399	Luling
C100	US-TX-5400	Marble Falls MW
C134	US-TX-5401	Marshall Ford
S215A	US-TX-5402	McCarty Lane Pole
C127	US-TX-5403	Moulton Repeater
C192	US-TX-5404	Mountain Top Radio
C156	US-TX-5405	New Taiton
S414	US-TX-5419	Nixon (LCRA)
C119A	US-TX-5406	Old Fowler Hill
C261	US-TX-5407	Peters
C200	US-TX-5408	Richland Springs
C105	US-TX-5409	Rutherford Repeater
C106	US-TX-5410	Shingle Hill
C112	US-TX-5411	Sisterdale
C122	US-TX-5412	Smith Hill
C113	US-TX-5413	Smithson Valley
C191	US-TX-5414	South West Parkway
C197	US-TX-5415	Washington
C129	US-TX-5416	Weimar MW
C110	US-TX-5417	Welcome MW

#### - SIGNATURE PAGE TO BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT-

IN WITNESS WHEREOF, the Parties have caused this Instrument to be duly executed and delivered by their duly authorized representative as of the date first written above.

#### LOWER COLORADO RIVER AUTHORITY

By:

Name: Richard Williams Title: Chief Financial Officer

**VERTICAL BRIDGE TOWERS II, LLC** 

By:

Name: Alex Gellman

Title: Chief Executive Officer

# **ANNEX B**

# Huts and Shelters

Site Name	Carrier Site Number	Shelter Dimension	Generator Type (Diesel or Propane)	Generator Dimension	Generator Tank Dimension
Alleyton	C130	12' x 16'	Propane	4' x 6'	3' x 10'
Bay City Radio	C155	12' x 28'	Propane	N/A - Indoor Unit	3' x 10'
Cedar Valley Radio	C117	12' x 28'	Propane	N/A - Indoor Unit	3' x 10'
Cherry Mountain	C116	12' x 16'	Propane	4' x 6'	3' x 10'
Concrete	C128	12' x 16'	n/a	п/а	п/а
Concrete	C128	12' x 28'	Propane	N/A - Indoor Unit	3' x 10'
Council Creek	C115	12' x 16'	n/a	n/a	n/a
Council Creek	C115	12' x 28'	Propane	N/A - Indoor Unit	4' x 16'
Creedmoor	C125	12' x 28'	Propane	N/A - Indoor Unit	4' x 16'
Doss	C166	12' x 28'	Propane	N/A - Indoor Unit	3' x 10'
Ferguson MW	C263	10' x 16'	Propane	4' x 6'	3' x 10'
Flatonia Radio	C152	12' x 28'	Propane	N/A - Indoor Unit	3' x 8'
Fowler Hill 2	C119	12' x 12'	n/a	n/a	n/a
Fowler Hill 2	C119	12' x 28'	Propane	N/A - Indoor Unit	4' × 16'
Gonzales North	C126	12' x 16'	Propane	4' x 6'	3' x 10'
Gonzales North	C126	12' x 28'	Propane	N/A - Indoor Unit	3' x 10'
Granata	C142	12' x 28'	Propane	N/A - Indoor Unit	3' x 8'
Hallettsville Radio	C158	12' x 28'	Propane	N/A - Indoor Unit	3' x 10'
Junction Radio	C201	12' x 28'	Propane	N/A - Indoor Unit	3' × 10'
Kingsbury	C151	12' x 28'	Propane	N/A - Indoor Unit	3' x 8'
Lane City	C109	12' x 20'	Propane	N/A - Indoor Unit	3' x 10'
Legion Hill Repeater	C114	12' X 16'	n/a	n/a	n/a

Generator Tank Dimension	4' x 16'	3' x 10'	3' x 10'	n/a	3' × 10'	4'×7'	3' × 10'	3' x 10'	3' x 10'	4' x 16'	3' x 10'	n/a	3' x 10'	4' x 16'	3' x 10'	n/a	3' x 10'	n/a	3' x 10'	3' x 10'	3' x 8'	3' x 10'	n/a
Generator Dimension	N/A - Indoor Unit	N/A - Indoor Unit	N/A - Indoor Unit	n/a	N/A - Indoor Unit	4' x 8'	4'×6'	N/A - Indoor Unit	N/A - Indoor Unit	N/A - Indoor Unit	N/A - Indoor Unit	n/a	4' × 8'	N/A - Indoor Unit	4' x 8'	n/a	N/A - Indoor Unit	n/a	N/A - Indoor Unit	N/A - Indoor Unit	4' x 8'	N/A - Indoor Unit	n/a
Generator Type (Diesel or Propane)	Propane	Propane	Propane	n/a	Propane	Propane	Propane	Propane	Propane	Propane	Propane	n/a	Propane	Propane	Propane	n/a	Propane	n/a	Propane	Propane	Propane	Propane	n/a
Shelter Dimension	12' x 28'	12' x 28'	12' x 28'	12' x 12'	12' x 20'	12' x 16'	12' x 16'	12' x 28'	12' x 28'	12' x 28'	12' x 28'	12' × 12'	17' × 27'	12' x 28'	12' x 16'	12' x 12'	12' x 28'	12' X 16'	12' x 28'	12' x 28'	12' × 16'	12' x 28'	12' x 12'
Carrier Site Number	C114	C167	C164	C100	C100	C134A	C127	C192	C156	C261	C200	C105	C106	C163	C112	C122	C122	C113	C113	C197	C129	C110	C110
Site Name	Legion Hill Repeater	Lometa Radio	Luckenbach	Marble Falls MW	Marble Falls MW	Marshall Ford MW	Moulton Repeater	Mountain Top Radio	New Taiton	Peters	Richland Springs	Rutherford Repeater	Shingle Hill	Shovel Mountain	Sisterdale	Smith Hill	Smith Hill	Smithson Valley	Smithson Valley	Washington	Weimar MW	Welcome MW	Welcome MW

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#### RESOLUTION

WHEREAS, through the authority and application of section 262.024 of the Texas Local Government Code and other authority, Blanco County (County), by and through the Blanco County Commissioners Court (Commissioners Court) may, through the exercise of discretion, exempt certain contracts for the purchase of certain items from the competitive bidding or other requirements established by section 262.023 of the Texas Local Government Code; and

**WHEREAS**, such an exemption may be authorized if the County, through its Commissioners Court, by order grants the discretionary exemption pursuant to section 262.024 of the Texas Local Government Code.

**NOW, THEREFORE, BE IT RESOLVED** that the Commissioners Court of Blanco County, Texas, for and on behalf of said County and the public hereby finds and orders the following:

(1)	Pursuant to section 262.024 of the Texas Local Government Code,	the
	Commissioners Court by order grants an exemption from the requirem	ents
	established by section 262.023 of the Texas Local Government Code regar	ding
	the following contract for the purchase of the follow item(s):	onal
	Services, engineering	

- (2) This instrument shall take effect immediately from and after its passage.
- (3) All preliminary recitals of this instrument are true, correct, and incorporated by reference.
- (4) All prior acts of the County, including its elected officials, appointed officials, officers, employees, agents, attorneys, and representatives are hereby ratified, confirmed, and approved regarding this or any related matter.
- (5) This instrument was considered, ordered, passed, enacted, adopted, and approved at a meeting held in compliance with Chapter 551 of the Texas Government Code, the Texas Open Meetings Act.
- (6) Singular nouns and pronouns shall include the plural and the masculine gender shall include the feminine gender, where necessary for a correct interpretation of this instrument.

(	PRDERED, PASSED, ENACTED, ADOPTED AND APPROVED on the	
day of _	, 20	

<b>SIGNED</b> on theday of	, 20
	THE COMMISSIONERS COURT OF BLANCO COUNTY, TEXAS
	Brett Bray Blanco County Judge
Tommy Weir, Commissioner Blanco County Pct. 1	Chris Liesmann, Commissioner Blanco County Pct. 3
Emil Uecker, Commissioner Blanco County Pct. 2	Paul Granberg, Commissioner Blanco County Pct. 4
ATTEST:	
Laura Walla Blanco County Clerk	



#### KC ENGINEERING, INC.

705 North Hwy 281, Suite 103 • Marble Falls, Texas 78654 • Phone 830 693 5635 • Fax 830 693 9664 • www.kcengineering.com

June 28, 2021

Agreement Number: 14-104.1

Mr. Paul Granberg Blanco County Commissioner Precinct 4 PO Box 942 Blanco, TX 78606

Via Email: blcomm4@txwinet.com

Dear Paul:

K.C. Engineering, Inc. (KCE) presents the following proposal to Blanco County (Client) for Engineering Services (defined in the next paragraph) to be performed in connection with the construction of the Middle Creek Culvert(s) on CR 410 (Site). The Engineering Services will be for the design of a corrugated metal pipe (or pipes) and culvert approaches at Middle Creek and will be set forth in a single set of construction plans and specifications. KCE has prepared its scope of services based upon what it anticipates as being required for the Site. If the Client would like to modify the scope of services to better suit your needs, please let us know and we will revise the scope of services accordingly.

The Engineering Services KCE proposes to perform for the development of the Site are (i) Drainage Analysis/Design; (ii) Roadway/Street Design; (iii) Culvert Design; and, (iv) Storm Water Pollution Prevention Plan ((i) through (iv) together, the Engineering Services). The fee for the Engineering Services is \$28,830. The Engineering Services are described in detail in Exhibit "A", attached hereto and incorporated herein. Services to be provided by Blanco County are described in Exhibit "B", attached hereto and incorporated herein.

The Engineering Services exclude any and all surveying services and geotechnical engineering services. Surveying data and geotechnical engineering data from the previous project will be used for this project.

The Engineering Services do not include:

- (i) coordination with the Federal Emergency Management Agency (FEMA);
- (ii) preparation of Letter of Map Amendment (LOMA) or a Letter of Map Revision (LOMR) or any other requirements necessary to amend or redefine a FEMA floodway/floodplain or development of base flood elevations;
- (iii) U. S. Army Corps of Engineers Section 404 permitting;
- (iv) biological, historical, archaeological, site evaluation services/reports, etc.;
- (v) electrical design (including transformer pads, conduits, wiring, streetlights, etc.);
- (vi) other utility designs (gas, telephone, cable, etc.);
- (vii) filing of Texas Commission on Environmental Quality (TCEQ) Notice of Intent (NOI), and/or any on-site record keeping to comply with the TCEQ requirements;
- (viii) contract/construction management;

- (ix) filing, review and/or permitting fees;
- (x) off-site analysis and/or design;
- (xi) mechanical, electrical, & plumbing (MEP);
- (xii) landscape design; and
- (xiii) any and all other engineering analysis and/or design not provided for directly herein, either expressed or implied.

Should any of the foregoing services be required for development of the Site, KCE will submit a proposal to the Client for such services.

Certain other requirements may be required that are excluded herein. A biological assessment may be required to verify the suitability of the Site for the presence of threatened and/or endangered species. Accordingly, the Client may be required to file a Notice of Intent (NOI) as well as a certification, executed by the Client that indicates the status of the Site with regard to threatened and/or endangered species. The Site may also require evaluation for its impact to historic structures and Indian burial grounds.

The Client shall identify and provide to KCE the location of all utilities and other features on the Site that might have an impact upon the design and construction of the Site. KCE shall bear no responsibility whatsoever for any impacts to the design and/or construction due to utilities and/or other features whose locations were not provided to KCE. Any redesign required because of the discovery of a utility and/or other feature whose presence and location was not identified to KCE shall be considered additional services and the redesign shall be billed on an agreed upon basis.

Any services provided by the Client to KCE shall be furnished at no expense to KCE who shall be entitled to rely upon the accuracy and completeness thereof.

The Client shall furnish KCE with mechanical, structural, chemical, and other laboratory tests, inspections, and reports required by law.

The Client shall consult with KCE before issuing interpretations or clarifications of KCE drawings and/or specifications and shall request the recommendation of KCE before acting upon anything that may affect any portion of the project that KCE was a part of, whether directly or indirectly.

KCE will provide the client with **three sets** of construction plans and specifications. Copies of additional sets of plans and specifications will be billed in accordance with standard commercial billing rates. All drawings and data are instruments of service of KCE, who shall be deemed the author of the drawings and data, and who shall retain all common law, statutory law, and other rights, including copyrights.

The Client shall be responsible for all fees required by others. Some of those fees may include, but are not limited to, filing fees, and any required newspaper publications.

Preliminary estimates of construction costs (sometimes referred to as Engineer's Opinion of Probable Construction Cost or Preliminary Estimate or Estimate or Construction Cost or any variation thereof) if any, prepared by KCE, represent the best effort and judgment of KCE as a professional familiar with the construction industry. It is recognized however, that KCE has neither control over the cost of labor, materials or equipment, nor control or influence over the contractor's methods of determining bid prices, the competitive bidding market, nor negotiating conditions. Accordingly, KCE cannot and does not warrant or represent that bids or negotiated prices will not vary from an estimate of Construction Cost or evaluation (as described herein) prepared or agreed to by KCE.

The Construction Cost (as defined above) may provide for a reasonable allowance for contingencies for market conditions at the time of bidding and for changes in the work during construction.

KCE will send the Client an invoice no more than twice monthly and payment is requested within fourteen (14) days of the date of the invoice.

The limit of liability of KCE shall be limited to the fee amount proposed herein.

In the performance of its duties hereunder, KCE will issue statements only in an objective and truthful manner and will strive to make Client aware of KCE's professional concerns regarding particular actions or projects and regarding the consequences of engineering decisions or judgments which are overruled or disregarded. KCE will endeavor to issue oral or written assertions in a manner which is not fraudulent, deceitful, or misleading. KCE will also make every effort to avoid the creation of a misleading impression about any such assertions, KCE will disclose a potential conflict of interest to the Client upon discovery of the potential conflict and will abide by the Client's instructions concerning the conflict of interest and continued representation of the Client. Such conflict of interest includes KCE's acceptance of employment in a situation where its own financial, business, property, or personal interest may affect any professional judgment, decisions, or practices exercised on behalf of Client. In such event, if Client wishes to continue employment of KCE hereunder, KCE will seek the Client's confirmation of Client's knowledge of the potential conflict in writing. In any event, KCE will maintain the interest of the Client in confidence in accordance with the Texas Engineering Practice Act, the rules thereunder, and other applicable rules and statutes.

Based on the proposed engagements, KCE does not foresee that KCE's interests or engagements may affect a professional judgment, decisions, or practices to be exercised on behalf of Client. However, by acceptance of this contract, Client acknowledges and confirms the potential conflict of interest and confirms the engagement described herein.

The Engineering Services shall be performed in general accordance with standard care of the industry. Therefore, the Client understands and acknowledges that Change Orders may be required before, during or after construction. It is for that purpose the Client acknowledges and agrees to budget a reasonable amount for Change Orders.

Regardless of whether or not a contract is executed between the Client and KCE, instructions to KCE by the Client or the Client's authorized representative to commence work shall indicate concurrence with the terms and conditions contained herein.

No other representations are made other than those herein, express, or implied, and no warranty or guarantee not expressly stated herein is included or intended in any way.

Whether or not this Agreement is incorporated or included in a contract or other document, it shall be considered to be included in such documents for all intents and purposes. Should any portion of this Agreement be determined to be invalid or otherwise unenforceable, all remaining portions shall remain in full force and effect.

Thank you for the opportunity to submit this Agreement. If you have any questions or comments, please feel free to contact me at (830) 693-5635.

Sincerely,

K.C. Engineering, Inc. Firm Registration #: F-977

Greg Haley, P. E. President

GH/

Attachments:

Exhibit "A"

Exhibit "B"

If the terms and conditions presented in this proposal are acceptable, please sign below and return to KCE.

Client/Representative Signature

Date

**Printed Name** 

#### SERVICES TO BE PROVIDED BY THE ENGINEER

#### General

Blanco County (the County) shall provide K.C. Engineering, Inc. (the Engineer) with either specific design criteria or the County shall adopt all design criteria contained herein and/or as determined appropriate by the Engineer. If the County does not provide the Engineer with specific design criteria, acceptance of this proposal/agreement, including its Exhibits, and Attachments, if any, and execution of a contract with the Engineer shall signify the County's concurrence with this paragraph and its official adoption of the design criteria and other matters that are applicable to this project.

#### Surveying

The Engineer shall use the survey data from the previous project provided by a Registered Professional Land Surveyor.

#### Route and Design Studies

<u>Design Criteria</u>: The Engineer shall develop roadway design criteria based upon direction from the County, by use of design speed, classification, roadway class and/or any other criteria, as the County deems appropriate. In lieu of specific design criteria provided by the County, design criteria shall be comparable to other sections of CR 410.

#### Roadway Design Controls (Computations and Drafting)

The Engineer shall design, prepare, and submit the work under this section in accordance generally accepted engineering design principles and practices. In addition, the Engineer may refer to AASHTO, "A Policy on Geometric Design of Highways and Street" (2001- 4<sup>th</sup> Edition) and/or the Texas Department of Transportation (TxDOT) Roadway Design Manual (Revised July 2020) when specific criteria are not provided by the County.

Alignment Sheets: The alignment sheet(s) includes the project limits for the entire project, curve data bearings/coordinates for each alignment (computer generated data may be graphically placed on the sheet(s)) and the State Plane Coordinates System may be noted on this sheet(s).

<u>Benchmark Data Sheet:</u> Benchmark Data shall be developed in tabular form showing the Station Number from the respective alignment, Offset, Elevation, and Physical Description.

<u>Plan and Profile:</u> The Engineer shall design the plan (horizontal) and profile (vertical) including roadway transitions based upon the controlling criteria previously defined.

#### **Detour Design**

Alignment Sheets: The detour alignment sheet(s), if any, includes the alignment of the detour as it relates to the primary roadway alignment.

#### Roadway Design

<u>Typical Sections</u>: The Engineer shall use appropriate Design Criteria to develop typical sections as set forth by the County. The existing typical section will be shown with current roadway characteristics. Proposed typical

sections will be shown below the existing typical section with all related pertinent (pavement, right of way, etc.) information for the proposed construction.

<u>Plan and Profile Sheet</u>: The Engineer shall prepare the work under this task. The Engineer shall show the location of the culvert(s) and other significant features on the roadway's plan view sheets.

<u>Miscellaneous Details</u>: The Engineer shall use Blanco County standards preferably at all times. Modification to bedding details and other elements, if appropriate, pertaining to drainage or other features shall be include under this work task. See the section "Engineering Design Standards".

<u>Design Cross-Sections</u>: The Engineer shall develop cross-sections for the proposed traffic control plan, drainage, right-of-way, and access onto adjacent properties, if required.

Roadside Safety Design: The Engineer shall use Roadside Safety Design criteria as established by the County. Those elements may be Clear Zone width (assumed to be 7' outside of each edge of travel way), railing, metal beam guard fence, sloped ends and safety end treatments, including safety pipe runners, if required.

<u>Standards</u>: The Engineer shall identify and insert, as frequently as feasible, all applicable, current Blanco County standards and other design standards, as appropriate. In addition, these details shall be accompanied by the appropriate general notes, special specifications, and special provisions. See the section "Engineering Design Standards".

#### Trees:

The Engineer will prepare the Detour Design, if required, and/or Roadway Design with the intent of saving desirable trees; however, no warranty is made as to the ability of trees to survive during or after construction activities. If the County wishes to have more assurance regarding tree preservation, the Engineer recommends that an arborist that specializes in these matters be consulted to assess the Site.

#### Pavement Design

The pavement design shall be identical to that of the previous project (KCE 14-104).

#### Drainage

<u>Drainage Area Maps</u>: The Engineer shall prepare a drainage area map of areas contributing rainfall runoff to the culvert(s). The Engineer shall use either USGS Quadrangle Maps or commercially available LiDAR data to calculate the drainage area and attempt to maintain the historical flow path of the creek or shall use other acceptable sources approved and/or provided by Blanco County.

<u>Hydrologic Calculations</u>: The Engineer shall use appropriate, generally accepted engineering principles and practices to perform the work under this task.

The Design Frequency will be based upon the type of roadway and any other information, Blanco County literature, or other guidelines or direction. Included will be the Intensity and/or Precipitation for the 24-hr rainfall event. If using the NRCS Method or Regression Equations, the Engineer shall include the Stream Slope and Channel Length. If using the NRCS method, the Engineer shall develop rainfall depths from the National Weather Service (NWS) Technical Paper 40. NWS ATLAS 14 rainfall depths will not be used unless directed otherwise by Blanco County. For the NRCS Method, Curve Numbers (CNs) shall be used that are based upon the opinion of the Engineer.

The hydrology calculations shall have the following:

- Hydrologic method used
- Drainage area size (Acres and/or Square Miles)
- Existing soil cover type (i.e., include percentage of each cover to arrive at C, or CN), as appropriate
- Time of concentration by Lag Time Method or Velocity Method (i.e., sheet flow, overland flow, & channel flow, or other method).
- Manning's n-value
- Design discharges

Hydraulic Calculations: The hydraulic calculations shall have the following:

The Engineer shall determine appropriate culvert opening(s) based upon hydraulic design criteria (Annual Exceedance Probability) provided by Blanco County. If Blanco County directs the Engineer to use a specific opening size and number of culvert(s), then the culvert(s) will be designed to that criterion and the Culvert Hydraulic Data will be documentation of the interpolated Annual Exceedance Probability (AEP) rainfall event that the culvert will accommodate. Blanco County agrees and accepts that if it dictates the size and number of culvert opening(s) it may create adverse impacts upstream of the culvert, at the culvert, and downstream of the culvert. A specific culvert opening size and number may create additional headwater and increased velocities that may impact certain areas.

- Culvert Sizing
- Allowable headwater based upon roadway edge or roadway centerline elevation as directed by Blanco
  County. Without direction to the contrary from Blanco County, the allowable headwater elevation shall be
  taken as the roadway centerline.
- Outlet flow line, tailwater for design frequency/frequencies, type of flow, critical depth, and calculated friction losses, and calculated outlet water elevation
- Controlling headwater elevation and outlet velocity
- Tailwater for design frequency/frequencies, type of flow, critical depth, and calculated friction losses

#### Signing, Pavement Markings, Signalization (Permanent)

<u>Signing</u>: Intersections and roadway signage shall be designed and spaced according to the requirements set forth by Blanco County and standards for work under this task. Any signs no longer used by the County shall be removed and replaced with accepted TMUTCD signs. The Engineer shall design signage according to the latest version of the TMUTCD, Supplemental to TMUTCD, and Blanco County's criteria.

Pavement Markings: Pavement Markings shall be provided if directed by Blanco County.

<u>Standards</u>: The Engineer shall identify and insert, as frequently as feasible, all applicable, current Blanco County standards. In addition, these details shall be accompanied by the appropriate general notes, special specifications, and special provisions. See the section "Engineering Design Standards".

#### Storm Water Pollution Prevention Plan (SWPPP)

The Storm Water Pollution Prevention Plan of the Engineering Services will design temporary and permanent erosion control devices, soil stabilization procedures, and documentation necessary to comply with the Texas Pollutant Discharge Elimination System (TPDES). The County shall be considered the Primary Operator. The Engineer shall not be responsible for filing any permits.

#### Miscellaneous (Roadway)

<u>Traffic Control Plan/Detours/Sequence of Construction</u>: The Engineer shall prepare a Traffic Control Plan (TCP) in accordance with criteria established by the County and in accordance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD), TxDOT, and other standard drawings and details.

<u>Typical Sections:</u> The Engineer shall include the work limits, the location of channelizing devices, positive barrier, location & direction of traffic, work area, stations, pavement markings, and other information deemed necessary for each phase of sequence of construction.

Phases Layouts: If Engineer determines that a standard is not applicable to address the entire project, then the Engineer shall prepare layouts for each respective phase of sequence of construction to illustrate any necessary additional construction details not covered by the Standards to address work limits for each sequence in stations, channelizing devices, barricades, positive barrier, tapers, buffer zones, TCP signage, signs, work zone pavement markings, work area, location & direction of traffic, and other information deemed necessary for each phase of sequence of construction. The Engineer shall develop the layouts by referring to Blanco County standards, latest version of the TMUTCD, TxDOT Standards, and other appropriate Standards for non-TCP signage that may be needed as part of the TCP signage for intersections. The layouts shall address construction of detours, access to business, homes, side streets, and driveways, and reroute of traffic to other roads. In addition, the Engineer shall assure that drainage issues have been addressed as result of changes in horizontal and vertical profiles by specifying the location and size of the temporary drainage structures. Temporary drainage structures shall not be designed in accordance with any Annual Exceedance Probability. In addition, all temporary drainage structures shall be designed for the duration of contract.

<u>Standards</u>: The Engineer shall identify and insert, as frequently as feasible, all applicable, current Blanco County standards and other standard drawings and details, as appropriate. In addition, these details shall be accompanied by the appropriate general notes, special specifications, special provisions, and method of payment. See the section "Engineering Design Standards".

<u>Miscellaneous Structural Details</u>: The Engineer shall provide necessary details required to supplement standard details.

Estimate: The Engineer shall develop and report quantities necessary to construct the contract in K.C. Engineering, Inc. (KCE) bid format. Preliminary estimates of construction costs (sometimes referred to as Engineer's Opinion of Probable Construction Cost or Preliminary Estimate or Estimate or Construction Cost or any variation thereof) if any, prepared by KCE, represent the best effort and judgment of KCE as a professional familiar with the construction industry. It is recognized however, that KCE has neither control over the cost of labor, materials or equipment, nor control or influence over the contractor's methods of determining bid prices, the competitive bidding market, nor negotiating conditions. Accordingly, KCE cannot and does not warrant or represent that bids or negotiated prices will not vary from an estimate of Construction Cost or evaluation (as described herein) prepared or agreed to by KCE.

<u>Specifications and General Notes</u>: The Engineer shall identify necessary standard specifications, special specifications, special provisions and the appropriate reference items. Standard specifications shall be issued as "K.C. Engineering, Inc. Standard Specifications (3<sup>rd</sup> Addition)". Special provisions and special specifications

will be issued as appropriate. TxDOT Standard Specification Items may be utilized, when determined appropriate by the Engineer.

#### **Engineering Design Standards**

The Engineer shall use applicable Blanco County engineering design standards. If Blanco County design standards are not applicable or otherwise unavailable, the Engineer shall use those standards prepared and issued by TxDOT for any portion of the Engineering Services.

#### General Management/Coordination

The Engineer shall perform quality control and assurance (QC/QA) on all deliverables associated with this project as follows:

The Project Manager will periodically review the quality, progress and cost of the various tasks assigned to the design team.

#### SERVICES TO BE PROVIDED BY THE COUNTY

#### **General**

Blanco County (the County) shall provide K.C. Engineering, Inc. (the Engineer) with either specific design criteria or the County shall adopt all design criteria contained herein and/or as determined appropriate by the Engineer. If the County does not provide the Engineer with specific design criteria, acceptance of this proposal/agreement, including its Exhibits, and Attachments, if any, and execution of a contract with the Engineer shall signify the County's concurrence with this paragraph and its official adoption of the design criteria and other matters that are applicable to this project and as contained with the construction documents.

#### Design Speed

<u>Detour</u>: Blanco County shall specify the Design Speed. If Blanco County does not specify Design Speed directly, the Engineer shall use the design speed that he determines appropriate and that design speed shall be as if it was specified directly by Blanco County.

Roadway: Blanco County shall specify the Design Speed. If Blanco County does not specify Design Speed directly, the Engineer shall use a design speed that will be similar to that of the entirety of CR 410 and that design speed shall be as if it was specified directly by Blanco County.

#### **Clear Zone**

<u>Clear Zone</u>: Blanco County shall establish the distance for the safety Clear Zone – the distance from the edge of travel way that obstructions located within that distance should be. Without adoption of a safety Clear Zone and/or without specific direction to the Engineer as to the safety Clear Zone distance, the Engineer shall not be held responsible for anything that occurs outside of the edge of travel way.

#### Detour

Detour: Blanco County shall secure the appropriate rights to any detour route identified.

#### Pavement Design

Pavement Design: As used in the previous project, prepared by a geotechnical engineer.

#### **Drainage Design**

<u>Drainage Design</u>: Blanco County shall provide the Engineer with required criteria for establishing the size of the culvert(s). Blanco County shall establish Hydraulic Design Criteria such as the Annual Exceedance Probability (Recurrence Interval), maximum headwater elevation, maximum velocities, etc. Alternatively, Blanco County can specify the opening size and number of culverts to be used and shall consequently accept the hydrologic and hydraulic outcome of its specification.

<u>Drainage Impacts</u>: Blanco County shall secure any required easements (drainage, impoundment, etc.) to account for the upstream and downstream effects that will be created by the proposed culverts. Definition and preparation of easement documents and/or exhibits are excluded and shall be considered additional services.

#### Access

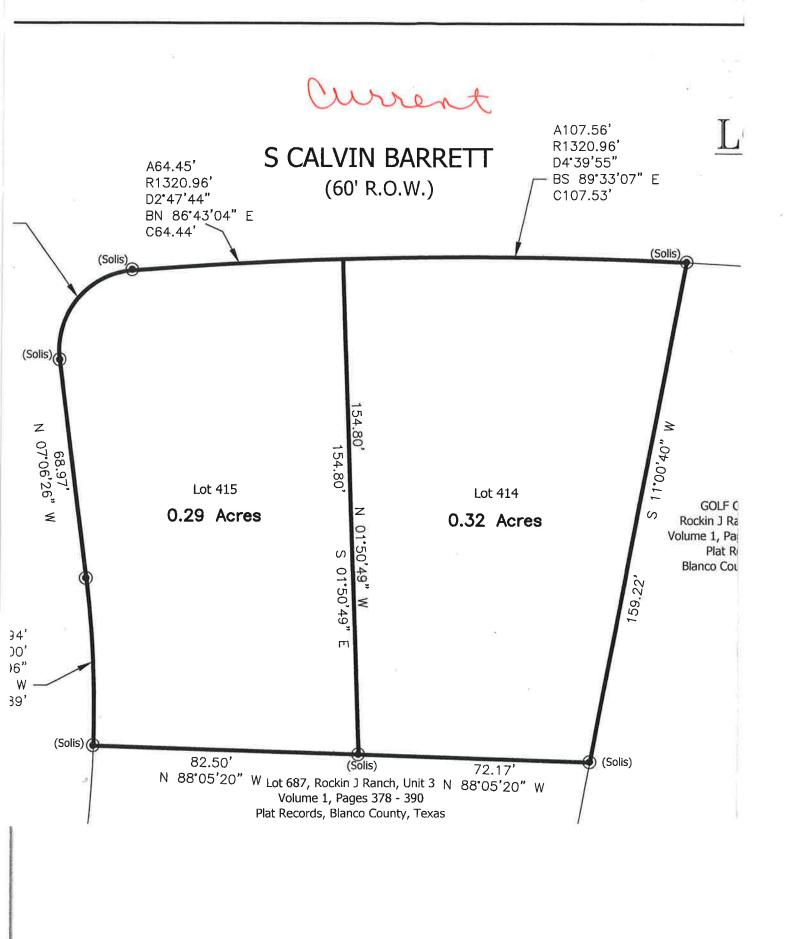
Access: Blanco County shall provide access to the Site and other areas necessary to complete the Engineering Services.

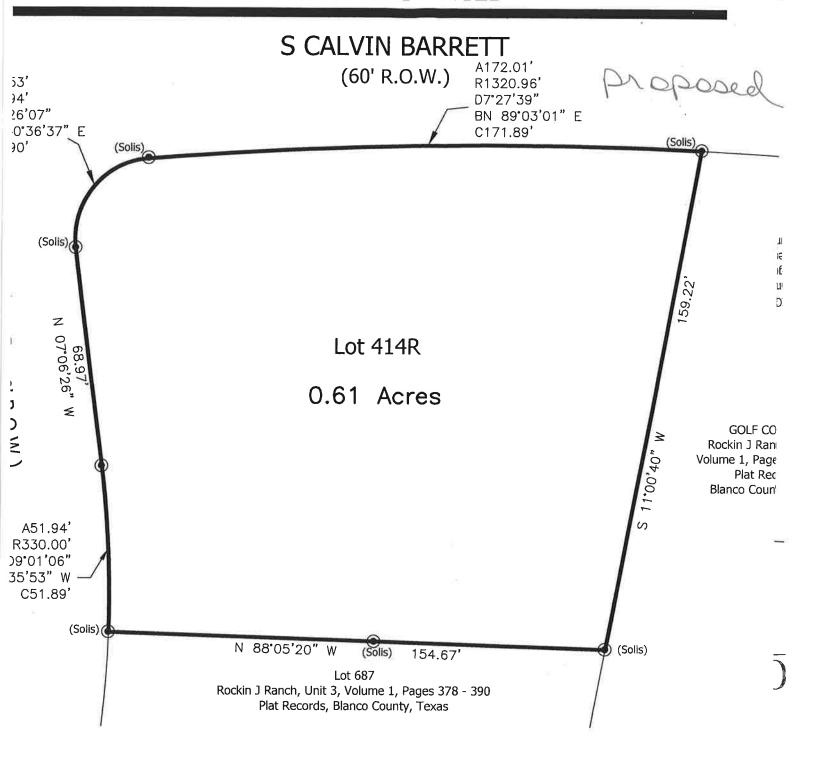
#### **Standards**

<u>Standards</u>: Blanco County shall provide the Engineer with all design standards applicable to the project. In lieu of design standards being provided by Blanco County to the Engineer, the Engineer shall use the design standards that he deems appropriate for the project and those shall be considered acceptable to Blanco County.

#### **Review**

Review: Blanco County shall provide the Engineer with its objective review of the 100% complete preliminary plans and 100% complete final plans. Acceptance of the final plans by Blanco County shall signify its concurrence with the final plans and its adoption of all design criteria and other related matters used to develop those final plans.

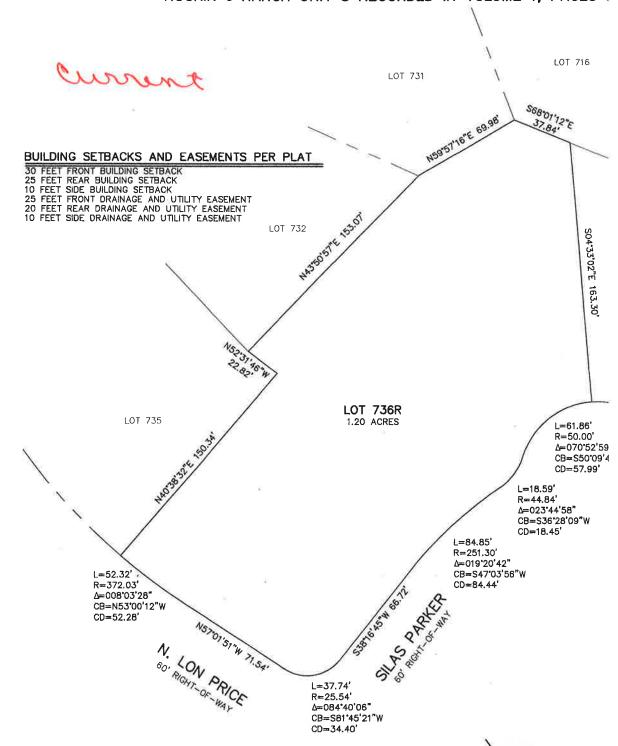




## A REPLAT OF LOT 736R, ROCKIN J RAN PAGE 275, PLAT RECORDS, I

LOTS 736R1, 737R,

THE PURPOSE OF THIS REPLAT IS TO REVERT LOT 736R ROCKIN J RANCH UNIT 3 RECORDED IN VOLUME 1, PAGES 3



**PROPOSED** 

Current



#### AREA BEING REPLATTED

