REGULAR MEETING - MARCH 8, 2022

On this the 8th day of March at 9:00 A.M. the Honorable Commissioners Court of Blanco County convened in a REGULAR MEETING at a regular meeting place thereof in the Courthouse in Johnson City with the following members to-wit:

BRETT BRAY COUNTY JUDGE

TOMMY WEIR

EMIL UECKER

COMMISSIONER PCT. 2

CHRIS LIESMANN

PAUL GRANBERG

COMMISSIONER PCT. 3

COMMISSIONER PCT. 4

LAURA WALLA COUNTY CLERK

ITEM 1 - Call to Order and Roll Call.

Judge Bray and all 4 County Commissioners present.

ITEM 2 - Pledge of Allegiance.

ITEM 3 - Invocation - Led by Pastor Boatright.

ITEM 4 – PUBLIC COMMENTS – opportunity for the general public to address the court on any matter. Comments are limited to 3 minutes.

N/A

ITEM 5 — Consider approval of minutes of prior commissioner 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 accept minutes as presented, seconded by Commissioner Uecker. Judge Bray called for discussion and vote.

JUDGE BRAY - YES.

COMMISSIONER WEIR - YES.

COMMISSIONER DECKER - YES.

COMMISSIONER LIESMANN - YES.

COMMISSIONER GRANBERG KES. MOTION CARRIED. 5/0.

ITEM 6 - Consider approval of the estimated Warch 2022 payroll. Vote on any action taken. (Judge Bray)

COMMISSIONER LIESMANN made the motion to approve the estimated March 2022 payroll in the amount of \$364,456.94 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 7 - Consider approval of the official reports. Vote on any action taken. (Judge Bray)

COMMISSIONER UECKER made the motion to approve the official 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

 ${\sf ITEM~8-Consider~ratifying~or~approving~line-item~transfers~as~presented}.$ Vote on any action taken. (Judge Bray)

No transfers presented.

ITEM 9 - 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 \$187,943.29 and include the Mastercard bill for \$6,386,88 which was not included when reports were submitted, 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 10 – Presentation by Frank Blagg to update the court on the Hill Country 100 Club activities. Informational item only (Judge Bray)

ITEM 11 – Presentation by Larry Boccaccio with TAC outlining Risk Control Services provided to the County and discussion of some of the cases they have recently assisted with. Informational item only. (Judge Bray)

ITEM 12- Discussion with Scott Schellhase w/SLS Partnerships, inc. of the bids for the South Annex addition project and possible action on his recommendation of whom is best suited builder to contract with. Vote on any action taken. (Judge Bray)

COMMISSIONER LIESMANN made the motion to accept the bid from North Star for the South Annex addition project and agree to specific savings to speed up the process, 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- Consideration and possible action with respect to "ORDER AUTHORIZING THE ISSUANCE OF BLANCO COUNTY, TEXAS LIMITED TAX REFUNDING BONDS IN ONE OR MORE SERIES; LEVYING AN AD

VALOREM TAX IN SUPPORT OF THE BONDS; APPROVING THE FORMS OF PAYING AGENT/REGISTRAR AGREEMENTS, THE FORMS OF PURCHASE AGREEMENTS AND ESCROW AGREEMENTS; ESTABLISHING THE PROCEDURES FOR SELLING AND DELIVERING ONE OR MORE SERIES OF THE BONDS; AND AUTHORIZING OTHER MATTERS RELATING TO THE BONDS". Vote on any action taken. (Judge Bray)

COMMISSIONER LIESMANN made a motion to authorize THE ISSUANCE OF BLANCO COUNTY, TEXAS LIMITED TAX REFUNDING BONDS IN ONE OR MORE SERIES; LEVYING AN AD VALOREM TAX IN SUPPORT OF THE BONDS; APPROVING THE FORMS OF PAYING AGENT/REGISTRAR AGREEMENTS, THE FORMS OF PURCHASE AGREEMENTS AND ESCROW AGREEMENTS; ESTABLISHING THE PROCEDURES FOR SELLING AND DELIVERING ONE OR MORE SERIES OF THE BONDS; AND AUTHORIZING OTHER MATTERS RELATING TO THE BONDS, seconded by Commissioner Weir. Judge Bray called to discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER GRANBERG – YES. MOTION CARRED: 5/0

ITEM 14 – Consideration of authorizing the County Judge to execute Order regarding settlement offers in the matter of Texas opioid multi-district litigation for the County in the matter of County of Blanco v. Purdue Pharma, Inc., et a., MDL PRETRIAL CAUSE NO. 2018-63587, in the 152nd District Court of Harris County, Texas, removed to MDL 2804, N.D.O.H. Vote on any action taken. (Judge Bray & Co. Attorney Earley)

COMMISSIONER WEIR made the motion authorizing the county Judge to execute Order regarding settlement offers in the matter of Texas opioid multi-district litigation for the County in the matter of Count of Blanco v. Purdue Pharma, Inc., et a., MDL PRETRIAL CAUSE NO. 2018-63587, in the 152nd District Court of Harris County, Texas, removed to MDL 2804, N.D. OH, seconded by Commissioner Granberg. Judge Bray called for discussion and vote.

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

ITEM 15 – EXECUTIVE SESSION: Pursuant to Texas Gov't Code, Section 551.071, Consultation with Attorney

EXECUTIVE SESSION was not needed at this time.

ITEM 16 – RETURN TO OPEN SESSION to consider further action on any posted item.

ITEM 17 – Consider authorizing the County Judge to enroll elected officials and employees to TAC's no cost, annual Cybersecurity Training Course as required by Tx. Gov't. Code 2054.5191. Vote on any action taken. (Judge Bray)

COMMISSIONER LIESMANN made the motion to authorize the County Judge to enroll all elected officials and employees to TAC's no cost, annual Cybersecurity Training Course as required by Tx. Gov't. Code 2054.5191, 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 18- Consider authorization for the County Judge to sign updated agreement between Verizon and Blanco County. Vote on any action taken. (Judge Bray & Sheriff Jackson)

COMMISSIONER GRANBERG moved to authorize the County judge to sign updated agreement between Verizon and Blanco County, seconded by Commissioner Jesmann. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

ITEM 19- Discussion and action to approve reimbursement for SANE Training for Anjanette Jackson and Isela Raffety. Vote on any action taken. (Judge Bray)

COMMISSIONER LIESMANN made the motion to reimburse \$926.26, being \$371.87 to Iseala Raffety and \$554.39 to Anjanette Jackson to be taken out of the Indigent Health Care fund, seconded by Commissioner Wier Judge Bray called for discussion and vote.

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

ITEM 20- Consider a Notice of Special Election establishing the main and early voting polling sites and schedule for the May 7, 2022, special constitutional amendment election pursuant to Chapter 85, TEC, and notice to consolidate precinct 303 with 302. Vote on any action taken. (Judge Bray & TAC Spies)

COMMISSIONER LIESMANN made the motion to establish the main and early voting polling sites and schedule for the May 7, 2022, special constitutional amendment election pursuant to Chapter 85, TEC, and notice to consolidate precinct 303 with 302, seconded by Commissioner Granberg. Judge Bray called for discussion and votes.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER UECKER – YES.

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

ITEM 21- Acknowledge completed continuing education for Commissioners Uecker & Granberg. Vote on any action taken. (Commissioners Uecker & Granberg)

COMMISSIONER LIESMANN made the motion to approve completed continuing education for Commissioners Uecker & Granberg, seconded by Commissioner Wier. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER UECKER – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER GRANBERG – YES. MOTION CARRIED

ITEM 22- Open, review, and possibly award bid for Precinct 2 paving project. Vote on any action taken. (Commissioner Uecker)

COMMISSIONER UECKER made the motion to accept the bid of \$72,444.14 from LCR Transport for CR 207, seconded by Commissioner Wier. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER GRANBERG – YES. MOTION CARRIED 5/0

ITEM 23- Discussion and possible action regarding variance for Ed Ebling to sell section of property to six individual homeowners in the Crystal Mountain subdivision. Vote on any action taken. (Commissioner Liesmann)

COMMISSIONER LIESMANN made the motion to authorize a variance for Ed Ebling to sell section of property to six individual homeowners in the Crystal Mountain subdivision, 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 24- Consider burn ban. Vote on any action taken. (Judge Bray)

ITEM 24 - Consider burn ban. Vote on any action taken.

No action taken at this time. Burn ban is in effect until 3/22/22. ITEM 25- Adjourn.

COMMISSIONER UECKER made the motion to adjourn, 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

Meeting adjourned at 10:34 o'clock a.m.

The above and foregoing minutes were examined and approved in Open Court this ______day of March 2022.

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 March 8, 2022.

County Clerk and Ex Officio Member

of Commissioner's Court Blanco County, Texas

BLANCO COUNTY REQUEST FOR A LINE-ITEM TRANS

DATE:	The state of the s	3/10/22			
FROM: Chris Liesna	ONERS COURT OF BLANCO COUNTY, B Pcf #3	, T			
I SUBMIT TO YOU FOR YOUR CO	NSIDERATION, THE FOLLOWING LINE	ITEM TRANSFERS:	_		
FUND FROM: PFB	LINE ITEM DESCRIPTION	<u>15560-32</u> 0	4,000.00		
то: <u>R+B</u>	Equipo Maint./Tods	15.560-308	4,000.02		
Reason for request: Need to transfer for legains on equipment					
Note: This change is the budget for Changes in Budget for County Purpo	county purposes is in accordance with 11 ses" of the Local Government Code.	Attest: County Clerk (if Commissioners' Co	ourt Action)		

Co Judge/Commissioners' Court Approval (as needed)

BLANCO COUNTY REQUEST FOR A BUDGET INC SPECIAL REVENUE FUNI

3115/22
Funds are
available.
8

DATE	March 10, 2022				
					8
TO:	HONORABLE COMMISSIONE	RS COURT O	BLANCO COUNTY,		
FROM	l: Sheriff Don Jackson		Blanco County She		
	Name		DEPARTMENT		
I SUBI	MIT TO YOU FOR YOUR CONSID	ERATION, TH	IE FOLLOWING BUDGET	ADJUSTMENTS:	
	FUND	LINE ITEM	DESCRIPTION	LINE ITEM #	AMOUNT
TO:	Inmate Commissary	Monies that	directly benefit the		
		inmates at t	he Blanco County Jail	45-400-100	2,000.00
					2,000,00
					2,000.00
FROM	: Special Fund	Chariel Fun	all B.M. and the state of		
i itolii	Inmate Commissary		d: Monies that are om the commission from		
			sales at the Blanco		
		County Jail	Diamos	45-300-300	2,000.00
					2,000.00
					2,000.00
_					
Reasor	n for request:				
	Due to recent price increases fur	her funds are	needed for this line item		
		inci idilas are	needed for this line item.		
l hereb	y cortify that those funds will be use				· · · · · · · · · · · · · · · · · · ·
i nereb	y certify that these funds will be use	ed in accordan	ce with the laws that gover	n Inmate Commissar	y Funds.
10					
Denartr	nent Head Signature			A11 1 2	-
Zypaiti	none risad olynature			Attest: County Cle	erk
Commi	ocionara Caurt A	····			
COHIMI	ssioners Court Approval				

Blanco County Commissioners' Court

March 22, 2022

Invoice File Listing By Fund

Disbursement	\$ 139,205.71	\$ 11,089.03	\$ 1,410.92	\$ 2,104.92	\$ 153 810 58
Description	General Fund	Road & Bridge Fund	Records Management Co Clerk	Countywide R&B Improvement Fund	
Fund	010	015	017	046	Total

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(7 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 (Date Attest Asst. County Auditor:

TOP L STORY	. Court as provided by the Texas LGC 115.021 & 115.022	Date	Commissioner Pct 3	Commissioner Pct 4
The contract of the contract o	ine attached list of Claims Payable have been examined & approved for payment by the Commissioners' Court as provided by the Texas LGC 115.021 & 115.022	County Judge	Commissioner Pct 1	Commissioner Pct 2

03/17/2022FUND/DEPARTMENT/VENDOR INV TIME:08:54 AM	OTCE PISLING 0	010 10	-000-000 GENERAL FUND CYCLE:	ALL PAGE
				ALL PAGE PREPARER:00
DEPARTMENT				
NAME-OF-VENDOR	INVOICE-NO	s	DESCRIPTION-OF-INVOICE	
0300_CENEDAL TITLE			THE PARTY OF THE P	AMOU
0300-GENERAL FUND REVENUES				
BENSON BODY & PAINT DEPARTMENT TOTAL	79641	R	REPAIRS TO UNIT 2004	
DEFECTMENT TOTAL				6,040.
0400-COUNTY JUDGE EXPENSES			•	6,040.
CONNIE HARRISON	79644	_		1
DEPARTMENT TOTAL	/2044	R	REIMBURSEMENT	143.
				143.
411-ELECTIONS ADMINISTRATOR				
AMANDA BUCK	79605	R	DRIVE DAY	
AMG PRINTING & MAILING, LLC	79632	R	THE RESERVED FOR THE PROPERTY OF THE PROPERTY	807.6
AMG PRINTING & MAILING, LLC	79633	R	INV#115372 EA	291.4
AMG PRINTING & MAILING, LLC	79634	R	INV#115373 EA	160.3
AMY ARNOLD	79604	R	INV#115073 EA PRIMARY ELECTION	297.
BRENDA THOMAS	79625	R	PRIMARY ELECTION	186.0
CANDY RUDY	79620	R	PRIMARY ELECTION	165.0
CAROLE A SMITH	79623	R	PRIMARY ELECTION	438.0
CAROLYN GEILER	79611	R	PRIMARY ELECTION	201.0
DAVID HAMM	79612	R	PRIMARY ELECTION	471.0
DENISE ADAMS	79602	R	PRIMARY ELECTION	180.0
ELEANOR MANTOOTH	79618	R	PRIMARY ELECTION	612.0
FRANCIELA MARIN-SMITH	79624	R	PRIMARY ELECTION	807.0
J FRANK BLAGG	79599	R	PRIMARY ELECTION	222.0
JANICE K PHILIPS	79619	R	PRIMARY ELECTION	195.0
JERRY ANN BUCK	79606	R	PRIMARY ELECTION	186.0
JETT SOPHIA	79622	R	PRIMARY ELECTION	921.0
JILL CHRISTAL JONI TOPPER	79609	R	PRIMARY ELECTION	375.0
JR CHIMENE	79626	R	PRIMARY ELECTION	165.0
JULIA MCCOMAS	79607	R	PRIMARY ELECTION	168.00
KAREN MANGAN	79616	R	PRIMARY ELECTION	108.00
KATHY SIMPSON	79617	R	PRIMARY ELECTION	705.00
KRISTEN SPIES	79621	R	PRIMARY ELECTION	156.00
MARY SWARD	79656	R	REIMBURSEMENT	1,335.00
PATRICIA CHIMENE	79601	R	PRIMARY ELECTION	251.55
POSTMASTER/BOX RENT	79608	R	PRIMARY ELECTION	192.00
RACHELLE WILLGREN	79685	R	PO BOX RENTAL ELECTIONS ADM	96.00
SANTA G. LAWSON	79627	R	PRIMARY ELECTION	54.00
SARAH ALLEN	79615	R	PRIMARY ELECTION	162.00
SUSAN HAMM	79603	R	PRIMARY ELECTION	87.00 621.00
SUSIE CORLETT	79613	R	PRIMARY ELECTION	84.00
TAWNYA REED	79610 79690	R -	PRIMARY ELECTION & REPLACE #56243	242.00
TONI KYZAR	79690	R -	REIMBURSEMENT	263.25
VERIZON WIRELESS	79584	R 	PRIMARY ELECTION	219.00
VICKIE BLAGG	79600	R	INV #9900812979 ELECTIONS	266.91
DEPARTMENT TOTAL	73000	R	PRIMARY ELECTION	195.00
				11,886.08
5-COUNTY ATTORNEY				
OFFICESUPPLY.COM	79669	Þ	TNY#4004 = 0 -	
SOFTWARE UNLIMITED CORPORATION	79573	R R	INV#4891576 CO ATTY	119.91
SOFTWARE UNLIMITED CORPORATION	79574	R R	INV #62394 FEBRUARY 2022	276.95
SOFTWARE UNLIMITED CORPORATION	79575	R R	INV #62418 MARCH 2022	276.95
DEPARTMENT TOTAL		А	INV #62366 JANUARY 2022	276.95
				950.76

R RTS WORK STATION

361.00 361.00

TEXAS DEPARTMENT OF MOTOR VEHICLES 79580

DEPARTMENT TOTAL

PAGE 2

DEPARTMENT				PREPARER:00
NAME-OF-VENDOR	INVOICE-NO	s	DESCRIPTION-OF-INVOICE	
A T & T MOBILITY	70545			AMOU
AUTO CHLOR SERVICES, LLC	79541	R	INV #587289997662X02272022 LEC	19.4
BLANCO COUNTY TAX ASSESSOR-COLLECT	79591	R	INV #8047030 LEC	327.
BLANCO COUNTY TAX ASSESSOR-COLLECT	79639	R	LICENSE TAG#1223440 LEC	7.
CENTURY INTEGRATED PARTNERS	79640	R	LICENSE TAG#KRZ5157 LEC	75.
EXPRESS AUTOMOTIVE SERVICE	79554 79646	R	ACCT #3650290	107.4
EXPRESS AUTOMOTIVE SERVICE		R	INV#37682448 LEC	61.4
EXPRESS AUTOMOTIVE SERVICE	79647 79648	R	INV#37682483 LEC	36.
GT DISTRIBUTORS, INC		R	INV#37682488 LEC	70.8
GT DISTRIBUTORS, INC	79652	R	INV#0891465 LEC	241.4
ICS JAIL SUPPLIES INC.	79653	R	INV#0891465 LEC	608.6
JOHNSON CITY HYDRO GAS	79655	R	INV#W5139700 LEC	58.3
KYLE RIDENOUR	79566	R	ACCT #2570 JAIL	1,192.7
LD PRODUCTS	79657	R	REIMBURSEMENT	
MCHD	79658	R	INV#SIP-013145113 LEC	174.8
MOBILEXUSA	79586	R	INV #1585 LEC	19.0
OFFICESUPPLY.COM	79570	R	CLIENT 992193 JAIL	180.0
OFFICESUPPLY.COM	79670	R	INV#4881596 LEC	52.0
	79671	R	INV#4881596 LEC	202.5
OFFICESUPPLY.COM	79672	R	JAIL SUPPLIES	40.5
PERFORMANCE FOOD SERVICE	79676	R	INV#1523401 LEC	145.1
PERFORMANCE FOOD SERVICE	79677	R	INV#1530183 LEC	1,733.1
PETERSON TIRE	79681	R	INV#BL47643 LEC	2,586.2
PETERSON TIRE	79682	R	INV#BL47731 LEC	214.0
PETERSON TIRE	79683	R	INV#JC38347 LEC	7.0
SOUTHERN HEALTH PARTNERS	79576	R	INV #BASE43809 LEC APRIL BASE	46.4
STEVEN A LOGSDON	79687	R		5,732.78
SYMBOLARTS	79689	R	PRE-EMPLOYMENT EXAMS - HUTCHINSON, INV#0423764-IN LEC	175.00
THOMSON WEST	79582	R	INV #845934918	572.75
VERIZON WIRELESS	79585	R		314.74
WW GRAINGER, INC	79697	R	INV #9900275509 LEC	2,069.94
DEPARTMENT TOTAL		K	INV#9239488621 LEC	90.38
				17,164.30
32-COUNTY AUDITOR				
UNIV. OF TEXAS AT AUSTIN	79696	R	Tattell Tarre	
DEPARTMENT TOTAL		K	INV#INV-00024-001332 AUDITOR	325.00
				325.00
35-INDIGENT HEALTH CARE				
BAYLOR SCOTT WHITE	79542	-		
BLANCO PHARMACY & WELLNESS	79547	R	ID #08061968	1,192.70
ISELA RAFFEETY	79598	R -	ACCT #113	114.18
JOHNSON CITY PHARMACY	79597	R	REIMBURSEMENT FOR TRAINING	548.13
DEPARTMENT TOTAL	19591	R	INV #22	301.44
				2,156.45
5-EMERGENCY MANAGEMENT				-/250.45
DIALTONESERVICEES L.P.				
DIALTONESERVICEES L.P.	79628	R	INV #220590743 SHERIFF	7.14
DIALTONESERVICEES L.P.	79629	R	INV #220590776 CO JUDGE	
DIALTONESERVICEES L.P.	79630	R	INV #220590778 EMC	7.14
DEPARTMENT TOTAL	79631	R	INV #220590777 DISPATCH	7.14
DEFECTMENT TOTAL				7.14
0-JUDICIAL EXPENSES				28.56
BLANCO CO CHILD PROTECTION BD	79544	R	JURY DONATIONS	
BROWN & LACALLADE, P.C.	79548	R	33RD CV09025	200.00
BROWN & LACALLADE, P.C.	79549	R	33RD CV09081	90.00
BROWN & LACALLADE, P.C.	79550	R	424TH CV09044	476.25
BROWN & LACALLADE, P.C.	79551	R	424TH CV09162	912.21
HILL COUNTRY CHILD ADVOCACY CT	79545	R	JURY DONATIONS	397.50
			DONATIONS	

DEDA DUMENTO		- -			PREPARER: 0
DEFACTION					
NAME-OF-VENDOR	INVOICE-NO	s	DESCRIPTION-OF-INVOICE		AMO
STEVEN R WITTEKIEND	79577	_			
STEVEN R WITTEKIEND	79578	R	TETTI CASE CRUI99/		375.
DEPARTMENT TOTAL	,,,,,,	R	424TH CASE UNINDICTED		375.
					2,865.
0451-DISTRICT JUDGE					,
ALAN GARRETT	79587	_	_		
ALAN GARRETT	79588	R	JUVENILE BOARD COMP		100.
BURNET COUNTY TREASURER	79552	R	DISTRICT JUDGE SUPPLEMENT		129.
EVAN C. STUBBS	79589	R -	INV #DC220228-1 FEB 2022 DIST	. JUDG	5,339.
EVAN C. STUBBS	79590	R -	DISTRICT JUDGE SUPPLEMENT		129.
DEPARTMENT TOTAL	79390	R	JUVENILE BOARD COMP., 424TH		100.
					5,798.
0452-DISTRICT ATTORNEY					3,750.
BURNET COUNTY TREASURER					
DEPARTMENT TOTAL	79553	R	INV #DA220228-1 FEB 2022 DIST	. ATTY	17 (22
10161					17,632.
453-JUVENILE PROBATION					17,632.
JUVENILE PROBATION DEPT	707.55				
JUVENILE PROBATION DEPT	79567	R	FEBRUARY 2022		4 202
DEPARTMENT TOTAL	79568	R	MARCH 2022		4,393.
A COLDU					4,393.4
455-COMMUNITY SERVICES					8,786.9
TEXAS WILDLIFE DAMAGE MGMT FUND					
DEPARTMENT TOTAL	79581	R	FEBRUARY 2022		2 400 4
TOTAL					2,400.0
500-COURTHOUSE EXPENSES					2,400.0
BLANCO COUNTY APPRAISAL DIST					
BLANCO COUNTY ESD 2	79543	R	2ND QUARTER		
	79546	R	FIRE INSPECTIONS		42,697.2
CHARTER COMMUNICATIONS HOLDINGS, LLC DECOTY	79555	R	INV #0144415022622 COURTHOUSE		1,788.3
	79556	R	ACCT #5961458		1,399.0
GRAVES HUMPHRIES, STAHL, LIMITED GREAT AMERICA FINANCIAL SERVICES	79559	R	REPORT #COLO05 JP 4		84.0
GVTC GVTC FINANCIAL SERVICES	79595	R	INV #31217920 COPIERS		1,496.5
GVTC	79562	R	830-833-5331 INTERNET PCT 1 &	4	1,095.0
GVTC	79563	R	830-833-3209 SOUTH ANNEX	*	94.9
- · 	79564	R	830-833-3209 SOUTH ANNEX		134.9
HILL COUNTRY WIRELESS & TECHNOLOGY	79565	R	ACCT #0001040 ADULT PROBATION		325.6
LOWER COLORADO RIVER AUTHORITY NETPROTEC LLC	79569	R	INV #TWER0005934		25.0
	79596	R	INV #2633 ANNUAL MAINTENANCE		285.03
PAY AND SAVE INC.	79675	R	ACCT#137002 LEC		1,575.0
TEXAS ASSOCIATION OF COUNTIES	79579	R	INV #34454-WC2 WORK COMP		41.13
TK ELEVATOR	79583	R	INV #3006474538		9,119.00
DEPARTMENT TOTAL					304.81
TE TICHTON OF CHES					60,465.60
15-JUSTICE OF THE PEACE PCT #1					
CENTRAL TEXAS JPCA	79645	R	DUES - BRODBECK, RANDY		
RANDY BRODBECK	79686	R	REIMBURSEMENT		25.00
TEXAS JUSTICE COURT JUDGES ASSN	79691	R	INV#20542 JP 1		252.72
DEPARTMENT TOTAL			- <u>-</u>		75.00
NO TROPE OF THE					352.72
20-JUSTICE OF THE PEACE #4					
NORTHEAST TEXAS DATA CORP.	79571	R	REPORT #CAS017 JP 4		
PATTY COFFEE	79674	R	REIMBURSEMENT		24.00
POSTMASTER/BOX RENT	79684	R			64.38
DEPARTMENT TOTAL		••	PO BOX RENTAL JP4		72.00
					160.38
5-CONSTABLE PCT #1					
BLANCO COUNTY TAX ASSESSOR-COLLECT	79638	_			
	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	R	LICENSE TAG#1019408 CONST 1		

03/17/2022FUND/DEPARTMENT/VENDOR INVOICE	E LISTING 00	10 10-	000-000 GENERAL FUND	CYCLE: ALL	PAGE 4 PREPARER:0004
DEPARTMENT					
NAME-OF-VENDOR	INVOICE-NO	s	DESCRIPTION-OF-INVOICE		AMOUNT
JOHN H OCKELS PATRICK FISHER PETERSON TIRE DEPARTMENT TOTAL	79665 79698 79678	R R R	INV#022222c CONST 1 REIMBURSEMENT INV#JC38255 CONST 1		200.00 79.16 7.00 293.66
0535-911-COUNTY EXPENSES BUSINESS CENTER PRINT & OS DEPARTMENT TOTAL	79643	R	INV#142806S ADDRESSING		31.99 31.99
0550-RECYCLING COORDINATOR BLANCO HYDRO GAS CO. DEPARTMENT TOTAL	79642	R	ACCT#2411 RECYCLING		26.00 26.00
0560-GENERAL FUND CAPITAL EQUIPMENT GT DISTRIBUTORS, INC DEPARTMENT TOTAL FUND TOTAL	79651	R	INV#0882593 LEC		1,335.50 1,335.50
·					139,205.71

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03/17/2022FUND/DEPARTMENT/VENDOR INVOICE TIME:08:54 AM				CYCLE: ALL	PAGE 5 PREPARER:0004
DEPARTMENT					
NAME-OF-VENDOR	INVOICE-NO	s	DESCRIPTION-OF-INVOICE		AMOUNT
0540-R&B PCT #1					11100111
GIVLER ENGINEERING, INC	79650	R	TMT#20055 DGT 4		
GVTC	79561	R	INV#9077 PCT 1		3,200.00
MOBLEY WELDING SERVICE	79660	R	830-833-5331 PCT 1		40.33
MOBLEY WELDING SERVICE	79661	R	TRACTOR GRILL GUARD PCT 1		250.00
UNIFIRST CORPORATION	79592	R R	CHIP SPREADER, DUMP TRUCK		118.75
DEPARTMENT TOTAL	,33,52	K	ACCT #512256 PCT 1		179.39
					3,788.47
0550-R&B PCT #2					·
BLANCO COUNTY TAX ASSESSOR-COLLECT	79637	R	I ICHNOD DE CHARLES		
HYE PIPE & FEED	79654	R	LICENSE TAG#1386788 PCT 2		7.50
MOBLEY WELDING SERVICE	79662	R	INV#3364801 PCT 2		421.50
ODIORNE FEED/RANCH SUPPLY INC	79666	R	CHIP SPREADER, DUMP TRUCK		118.75
ODIORNE FEED/RANCH SUPPLY INC	79667	R R	INV#184549 PCT 2		47.00
ODIORNE FEED/RANCH SUPPLY INC	79668	R	INV#184411 PCT 2		168.00
OUTLAW LUMBER & HARDWARE, LLC	79673	R.	INV#184345 PPCT 2		4.63
PETERSON TIRE	79680	R	INV#24410 PCT 2		95.99
THIRD COAST DISTRIBUTING, LLC	79695	R	INV#JC38060 PCT 2		20.00
UNIFIRST CORPORATION	79593	R	INV#875290 PCT 2		42.68
DEPARTMENT TOTAL		K	ACCT #512256 PCT 2		92.40
DECO DED DETE					1,018.45
D560-R&B PCT #3					
FORD & CREW HOME AND HARDWARE	79649	R	INV#4664 /1 PCT 3		
MOBLEY WELDING SERVICE	79663	R	CHIP SPREADER, DUMP TRUCK		47.94
SUNBELT RENTALS	79688	R	INV#122655000-001 PCT 3		118.75
THIRD COAST DISTRIBUTING, LLC	79692	R	INV#082224 PCT 3		3,514.07
THIRD COAST DISTRIBUTING, LLC	79693	R	INV#084806 PCT 3		49.99
THIRD COAST DISTRIBUTING, LLC	79694	R	INV#082706 PCT 3		58.98
DEPARTMENT TOTAL					155.92
570-R&B PCT #4					3,945.65
ASPHALT PATCH ENT. INC.					
GVTC	79636	R	INV#263400 PCT 4		542.64
MAVERICK CONTRACTING, LLC	79560	R	830-833-1077 PCT 4		40.33
MOBLEY WELDING SERVICE	79659	R	INV#3229 PCT 4		500.00
PETERSON TIRE	79664	R	CHIP SPREADER, DUMP TRUCK		118.75
UNIFIRST CORPORATION	79679	R	INV#BL47734 PCT 4		994.00
DEPARTMENT TOTAL	79594	R	ACCT #512256 PCT 4		140.74
SERVINENT TOTAL					2 226 44

FUND TOTAL

2,336.46

11,089.03

03/17/2022FUND/DEPARTMENT/VENDOR INVOICE TIME:08:54 AM	LISTING 00	17 RECO	ORDS MANAGEMENT CLERK	CYCLE: ALL	PAGE 6 PREPARER:0004
DEPARTMENT NAME-OF-VENDOR	INVOICE-NO	s	DESCRIPTION-OF-INVOICE		
0400-RECORDS MANAGEMENT CLERK EXPENSES					AMOUNT
GOVOS, INC. GOVOS, INC. PPT	79558 79557	R R	INV #KSW-003360 CO CLERK INV #KSW-003360 CO CLERK		537.00- 1,946.25
DEPARTMENT TOTAL	79572	R	INV #72529 CO CLERK		1.67 1,410.92
FUND TOTAL					1,410.92

U3/11/2022FUND/DEPARTMENT/VENDOR INVOICE TIME:08:54 AM	LISTING 004	16 COUN	TY WIDE ROAD & BRIDGE IMPROVE	CYCLE: ALL PAGE 7 PREPARER:0004
DEPARTMENT				
NAME-OF-VENDOR	INVOICE-NO	s	DESCRIPTION-OF-INVOICE	AMOUNT
0400-EXPENSES				
ANDERSON MACHINERY AUSTIN, INC DEPARTMENT TOTAL	79635	R	INV#R40074 PCT 2	2,104.92
				2,104.92
FUND TOTAL				
				2,104.92

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03/17/2022--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 9999 GRAND TOTAL PAGE CYCLE: ALL PAGE 8
TIME:08:54 AM PREPARER:00.04
DEPARTMENT
NAME-OF-VENDOR INVOICE-NO S DESCRIPTION-OF-INVOICE AMOUNT

GRAND TOTAL

153,810.58

PROCLAMATION

National Public Safety Telecommunicators Week

April 10-16, 2022

Whereas emergencies can occur at anytime that require police, fire or emergency medical services; and,

Whereas when an emergency occurs the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and,

Whereas the safety of our police officers and firefighters is dependent upon the quality and accuracy of information obtained from citizens who telephone the Blanco County dispatch center; and,

Whereas Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and

Whereas Public Safety Telecommunicators are the single vital link for our police officers and firefighters by monitoring their activities by radio providing them information and ensuring their safety; and

Whereas Public Safety Telecommunicators of Blanco County have contributed substantially to the apprehension of criminals suppression of fires and treatment of patients; and,

Whereas each dispatcher has exhibited compassion, understanding and professionalism during the performance of their job in the past year;

Therefore, Be It Resolved that the Blanco County Commissioners Court declares the week of April 10 through 16, 2022 to be National Public Safety Telecommunicators Week in Blanco County, in honor of the men and women whose diligence and professionalism keep our city and citizens safe.

Signed this day of, 2022	
	Brett Bray, County Judge

PROCLAMATION

WHEREAS, preventing child abuse and neglect is a community problem that depends on involvement among people throughout the community; and

WHEREAS, child abuse and neglect not only directly harms children, but also increases the likelihood of long-term physical and mental health problems, alcohol and substance abuse, continued family violence and criminal behavior; and

WHEREAS, child maltreatment occurs when people find themselves in stressful situations, without community resources, and don't know how to cope; and

WHEREAS, the majority of child abuse cases stem from situations and conditions that are preventable in an engaged and supportive community; and

WHEREAS, child abuse and neglect can be reduced by making sure each family has the support they need in raising their children in a safe, nurturing environment; and

WHEREAS, effective child abuse prevention programs succeed because of partnerships created among social service agencies, schools, faith communities, civic organizations, law enforcement agencies, and the business community;

NOW, THEREFORE, I, Brett Bray, County Judge of Blanco County, Texas, do hereby proclaim the month of April 2022 to be Child Abuse Prevention Month in Blanco County, and call upon all Blanco County citizens, community agencies, faith groups, and businesses to increase their participation in our efforts to support families, thereby preventing child abuse and strengthening the communities in which we live.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY JUDGE, THIS 22nd DAY OF MARCH 2022.

BRETT BRAY BLANCO COUNTY JUDGE

LAURA WALLA BLANCO COUNTY CLERK



Purchase Order PO No. 22081414

Order Date: 3/8/2022 Internal Tracking No.: 22651044

Contractor Info

WorkQuest, Inc. 17419760511 1011 East 53 1/2 Street Austin, TX 78751

(512) 451-8145

Bill To Ben Oakley PO Box 972 Blanco TX 78606

Ship To

Ben Oakley Blanco County Emergency Service District # 2 -K0817 (830) 833-5239 431 Blanco Ave Blanco TX 78606

NOTE TO CONTRACTOR:

Disclaimer

The State of Texas is exempt from all Federal Excise Taxes except as noted in each contract. STATE AND CITY SALES TAX EXEMPTION CERTIFICATE:

The undersigned claims an exemption from taxes under Texas Tax Code, Section 151.309(4), for purchase of tangible personal property described in this numbered order, purchased from contractor and/or shipper listed above, as this property is being secured for the exclusive use of the State of Texas, or a Texas County, City, Special District, or Other Political Subdivision.

Bobby Pounds

Texas Comptroller of Public Accounts - Statewide Procurement Division

Agend	: у	P	urchaser Em	ail			Phone
Blanco Distric	County Er t # 2 - K081		en Oakley boa	kley@bcesd2.com			(830) 833-5239
Line #	NIGP Code	Commodity Code/ Supplier Part #	Item	QTY	UOM	Unit Price	Extended Price
1	19348	19348350612	Toxicology and Blood Alco Kit;Freight included. Delivery in days on 10,000 or more kits Contract: 193-S1 Contract Type: Term Delivery ARO (days): 30 Delivery Date: 4/7/2022	ohol 30 120	KIT	6.50	\$195.00

Total \$195.00



March 16, 2022

Blanco County Tax Annex Office

Attn: Aaron Agold

Project: Johnson City - Annex Office

Doyle Electric LLC. is pleased to submit our proposal for the above referenced project. This proposal is based on the following and is good for 30 days from date referenced above due to drastic change in commodities.

Qualifications:

- 1. Proposal is based current site conditions
- 2. Proposal is based off a 40-hour work week Monday thru Friday, 7AM to 3:30PM.
- 3. Remove Existing Ballast and Lamps from exterior fixtures
- 4. Install New LED Lamps

Exclusions:

- 1. Existing Electrical Conditions
- 2. Existing Condition of Light Fixtures
- 3. New Light Fixtures (LED Retro Only)
- 4. Additional Troubleshooting (Repair beyond listed scope above)
- 5. Lighting Controls
- 6. Taxes.
- 7. Overtime.
- 8. Temporary power and lighting.
- 9. Saw cutting, or patch back.
- 10. Updating of existing electrical to code compliancy.
- 11. Re-aiming of existing site lighting.



Price:

Option 1: Remove Ballast and Lamps in (28) exterior fixtures: \$4,811.00

Option 2: Remove Ballast and Lamps in (9) fixtures (walkway only): \$2,043.00

Option 3: Review Exterior Lights Control and Set On/Off Times \$255.00

Note: Option 3 is for Labor Only, excludes an/all material and labor for repairing existing control system (time clocks/photocells/contactors/etc.)

If you should have any questions and/or comments relative to this proposal, please contact me directly at the info listed below.

Dustin Doyle

Vice President

(512) 743-5534

Dustind@doyletx.com

TECL #32035— Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711, 1-800-803-9202, 512-463-6599; website: www.tdlr.texas.gov

Member: Blanco County

Coverage Period: 07/01/2022 - 07/01/2023

Prop	erty Renewal Schedule	90 (1 St. 10 St.
Member Name: Blanco County	Pool Coordinator: Hon. Camille H. Swift	
	Email: bctreas@co.blanco.tx.us	
Instru	uctions for Completion	
Review each tab and update as needed.		
2) Include Declarations page for any National	Flood Insurance Program coverage in force.	
	2022 to: TACRMP@county.org or sofiam@county.org	
All entries are subject to approval, further infor		
	e to assist you with any questions or concerns and can be rea	
1-800-456-5974. Property Re	enewal Questions	Yes or No
Property Re		Yes or No
Property Re 1. Do you have any property in the course of course for buildings reported?	enewal Questions	Yes or No
Property Re 1. Do you have any property in the course of conformed buildings reported? If yes, please provide us with the building ite.	enewal Questions onstruction or plan to undergo any major construction	Yes or No
Property Re 1. Do you have any property in the course of conformed buildings reported? If yes, please provide us with the building iter date. 2. Are any owned buildings currently vacant?	enewal Questions onstruction or plan to undergo any major construction	Yes or No
Property Re 1. Do you have any property in the course of constitution of the for buildings reported? If yes, please provide us with the building ite date. 2. Are any owned buildings currently vacant? If yes, please identify the building item # and	enewal Questions onstruction or plan to undergo any major construction m #, cost of project and estimated project completion lis the building being maintained and secured?	Yes or No
Property Re 1. Do you have any property in the course of conformed buildings reported? If yes, please provide us with the building iter date. 2. Are any owned buildings currently vacant? If yes, please identify the building item # and and any property.	enewal Questions onstruction or plan to undergo any major construction m #, cost of project and estimated project completion lis the building being maintained and secured?	Yes or No

Unreported Claims	Yes or No
Are you, or any officer or employee, aware of, or have knowledge of any circumstance, occurrence, fact or event which is likely to be a basis of a claim, either now or in the future? If yes, please describe:	
2. Has the situation been reported to TAC Claims Department?	
Acknowledgement and Acceptance	
Member Name: Blanco County	
Member acknowledges that the information submitted in this questionnaire is true and accurate, in potential claims. The information submitted may be used by the Pool in processing the renewal are coverage needs of the Member. The questions posed, or any wording of the questionnaire, should	nd in assessing the
relied upon by the Member as implying that coverage exists for any particular claim or class of clai provided by the Pool to the Member is as described in the applicable Coverage Document, including the Contribution and Coverage Declaration, issued to a covered Member.	ms. The only coverage ng any endorsements an
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OTHERSON CITY COMMUNICATION FOR SEE SITE MATCHEMENTS SEAL SOUTH US HAY ZEE LO CHARGON CITY TO THE SECURITY TO
Building & Contents Total: \$16,947,927 \$3,145,000 Season Season

Construction Type	Coverage Basis	Special	Special Flood Hazard Zones:	her
SO 1 - F, Frame	RCV - Replacement Cost Value	4	A99	AR/AH
SO 2 - JM, Joisted Masonry	HIST - Historical Reconstruction Cost	Q¥	AR	AR/AD
ISO 3 - NC, Light Noncombustible	Value	Ŧ	ARA V	>
SO 4 -MNC, Masonry Noncombustible	ACV - Actual Cash Value	A1 - A30	AR/AF	VI - V30
SO 5 - MRF, Modified Fire Resistive	EXC - Excluded from Coverage	AF	AR/A1 - A10	*
SO 6 - FR. Fire Resistive				



Member: Blanco County

Coverage Period: 07/01/2022 - 07/01/2023

Unmanned Aircraft- Only report Unmanned Aircraft valued above \$100,000

NEW ADDITIONS:

Item Year Make Model Serial Number Effective Date Expiration Date Total Value



Member: Blanco County

Coverage Period: 07/01/2022 - 07/01/2023

Fine Arts- Only report Fine Arts valued above \$250,000

NEW ADDITIONS:

Item Address Fine Arts Description Effective Date Expiration Date Total Value Comments

Member: Blanco County Coverage Period: 07/01/2022 - 07/01/2023 Mobile Equipment

	Change	Comments	188 190	Year 2017	Make JOHN DEERE HYUNDAI	Model 332G Skidsteer FORKLIFT	Serial Number 1T033GMAHF321395	Inventory ID	Total Value \$59,
ems Scheduled Tota	1 - 2		100	1577.0965	THONDAI	FORKLIFT	HF0210134		\$16,
		mn.						- Total	\$75,0
Sold or Demolished	Change	Comments	Item	Year	Make	Model	Serial Number		
			193		NEW HOLLAND	BOOMER 41 TRACTOR W/ATTACHMENTS	2269000065	Inventory ID	Total Value
ems Scheduled Tota	al - 1					The state of the s		YGM059879 /380186	\$34,
					NAMES OF THE OWNER		Frechict	, Commissioner - Total	\$34,5
Sold or Demolished	Change	Comments	Item	Year	Make	Model	Serial Number	Inventory ID	Total Value
C-b1 1 = 1			194		CATERPILLAR	289D XPS LOADER	JX901278	- I was a second of the second	\$70,
ems Scheduled Tota	11 - 1						Precinct 3	Commissioner - Total	\$70,2
Cald as Damalished								Total	\$10,2
Sold or Demolished	Change	Comments	Item	Year	Make	Model	Serial Number	Inventory ID	Total Value
mo Cohodulad T. (179	1996	DURACO	81DJ DURAPATCHER	12932	and the second section of the section of t	\$10,0
ms Scheduled Tota	11 - 1							Road & Bridge - Total	\$10,0
								rtodd a Bridge - Total	\$10,0
Sold or Demolished	Change	Comments	Item	Year	Make	Model	Serial Number	Inventory ID	Total Value
			185	2017	JOHN DEERE	310EL BACKHOE	1T0310ELAHG309942	inventory in	\$93,
ms Scheduled Tota	ll - 1							Sheriff - Total	\$93,3
								Onerin - Total	490,0
Sold or Demolished	Change	Comments	Item	Year	Make	Model	Serial Number	Inventory ID	Total Value
			2		CATERPILLAR	WHEEL LOADER #916	2XB01792	and another section of the section o	\$50.
			3		DURACO	POT HOLE MACHINE	12932		CONTRACTOR OF THE PARTY OF THE
			6		FORD	TRACTOR MOD 1910	UP11173		\$45,
			7	2003	DTAN	DTAN TANK FOR POT HOLE MACHINE	10378		\$10,
			9		LEEBOY	ROLLER	400T-48782		\$5,
			10		KABOTA	W/LOADER	053709, 050263		\$32,9
			11		JOHN DEERE	MOTOR GRADER	570A11016		\$23,8
			13		CATERPILLAR	918F FRONT END WHEEL LOADER	3TJ00195		\$14,
			14	1990	JOHN DEERE	770B JOHN DEERE MOTOR GRADER	DW770BX529965		\$68,
			16		MILLER	(PORTABLE) WELDER BOBCAT 225NT	KH368102		\$40,
			18		JOHN DEERE	310G			\$2,0
			26		JOHN DEERE	250 SKID STEER LOADER	T0310GX943012		\$45,
			27		MAX PAK	BALER	T00260X910181		\$24,
			28		GALBRATH	CARDBOARD BALER	MP6020-66-7		\$14,
			58	2007	DYNAPAC	CP142 PNEUMATIC ROLLER	VB452		\$7,
			59	2007	SUPERIOR	SUPERIOR BROOM	2163BR2322		\$56,
			136	1992	ETNYRE	CHIPSPREADER	807653		\$41,6
			137	1002	KOMATSO	the property of the second of	K5249 FAS #632		\$35,0
			180	2015	JOHN DEERE	WA150 WHEEL LOADER 5065E	73267		\$70,0
			181	2015	JOHN DEERE		1PY5065EHFY145532		\$31,
			182	2015	JOHN DEERE	H240	1P0H240XKFD009634		\$4,
			183	2010	John Deere	MX PULL TYPE	1P0MX10ETFP037118		\$6,3
			184		LEEBOY	4120 Tractor	08505007474CH		\$26,3
			186		CATERPILLAR	Motor Grader 685B	47765		\$74,0
			187		DURACO	922B WHEEL LOADER	94A1408		\$20,0
			189			POT HOLE PATCHER MODEL 81D5	1423		\$45,0
				2010	JOHN DEERE	310G Backhoe	1T0310ELAHG309942		\$93,3
				2018	QUICK ATTACH	BRUSH MOWER	1103421		\$7,0
s Scheduled Total	20	Overland State of	192	2018	QUICK ATTACH	24" COLD PLANER	1103420		\$14,8
is scrieduled Lotal							Unassign	ed Department - Total	\$910,9
s Scheduled Total									

NEW ADDITIONS:

Comments Item Year Make

Model

Serial Number

Inventory ID

Total Value

This Axon Evidence Prosecutor Services Agreement ("Agreement") is between Axon Enterprise, Inc., a Delaware corporation ("Axon"), and the prosecuting agency on the quote ("Prosecutor"). This Agreement is effective as of the later of the date of signature below ("Effective Date"). Axon and Prosecutor are each a "Party" and collectively "Parties". This Agreement governs Prosecutor's purchase and use of the Evidence.com Prosecutor Program. The Parties therefore agree as follows:

1 Term. The Axon Evidence Prosecutor subscription will begin on the Effective Date and will remain in full force and effect until terminated by either Party ("Term").

2 Definitions.

"Axon Evidence" means Axon's web services for Evidence.com, and interactions between Evidence.com and or Axon client software. This excludes third-party applications or my.evidence.com.

"Evidence" is media or multimedia uploaded into Axon Evidence as 'evidence' by Prosecutor. Evidence is a subset of Prosecutor Content.

"Non-Content Data" is data, configuration, and usage information about Prosecutor's Axon Evidence tenant, Axon products and client software, and users that is transmitted or generated when using Axon devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Prosecutor Content.

"Prosecutor Content" is data uploaded into, ingested by, or created in Axon Evidence within Prosecutor's tenant. Prosecutor Content includes Evidence but excludes Non-Content Data.

3 Access. Upon Axon granting Prosecutor an Axon Evidence subscription, Prosecutor may access and use Axon Evidence to store and manage Prosecutor Content.

- Prosecutor Owns Prosecutor Content. Prosecutor controls and owns all right, title, and interest in Prosecutor Content. Except as outlined herein, Axon obtains no interest in Prosecutor Content, and Prosecutor Content is not Axon's business records. Prosecutor is solely responsible for uploading, sharing, managing, and deleting Prosecutor Content. Axon will only have access to Prosecutor Content for the limited purposes set forth herein. Prosecutor agrees to allow Axon access to Prosecutor Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.
- **Security**. Axon will implement commercially reasonable and appropriate measures to secure Prosecutor Content against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.
- 6 Privacy. Prosecutor's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at https://www.axon.com/legal/cloud-services-privacy-policy. Prosecutor agrees to allow Axon access to Non-Content Data from Prosecutor to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.
- Storage. Prosecutor may store unlimited data in Prosecutor's Axon Evidence account if the data is shared to Prosecutor through Axon Evidence from a partner agency using Axon Evidence. Prosecutor may purchase ala carte storage for other data. Axon may place Prosecutor Content that Prosecutor has not viewed or accessed for 6 months into archival storage. Prosecutor Content in archival storage will not have immediate availability and may take up to 24 hours to access.
- **8** Location of Storage. Axon may transfer Prosecutor Content to third party subcontractors for storage. Axon will determine the locations of data centers for storage of Prosecutor Content. For United States agencies, Axon will ensure all Prosecutor Content stored in Axon Evidence remains within the United States. Ownership of Prosecutor Content remains with Prosecutor.

- Suspension. Axon may temporarily suspend Prosecutor's or any end user's right to access or use any portion or all of Axon Evidence immediately upon notice, if: Prosecutor or end user's use of or registration for Axon Evidence may (a) pose a security risk to Axon Evidence or any third party; (b) adversely impact Axon Evidence, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third party to liability; or (d) be fraudulent.
- **Axon Evidence Restrictions**. Prosecutor and Prosecutor end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 10.1 copy, modify, tamper with, repair, or create derivative works of any part of Axon Evidence;
- 10.2 reverse engineer, disassemble, or decompile Axon Evidence or apply any process to derive any source code included in Axon Evidence, or allow others to do the same;
- 10.3 access or use Axon Evidence with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
- 10.4 use trade secret information contained in Axon Evidence, except as expressly permitted herein;
- 10.5 access Axon Evidence to build a competitive product or service or copy any features, functions, or graphics of Axon Evidence;
- 10.6 remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Evidence; or
- 10.7 use Axon Evidence to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.
- After Termination. Axon will not delete Prosecutor Content for 90-days following termination. There will be no functionality of Axon Evidence during these 90-days other than the ability to retrieve Prosecutor Content. Axon has no obligation to maintain or provide Prosecutor Content after these 90-days and will thereafter, unless legally prohibited, delete all Prosecutor Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Prosecutor Content from

Axon Evidence. Axon will provide Prosecutor with the same post-termination data retrieval assistance Axon generally makes available to all customers. Requests for additional assistance in downloading or transferring Prosecutor Content, including requests for Axon's data egress service, will result in additional fees. Axon will not warrant or guarantee data integrity or readability in an external system.

- Payment. In the event Prosecutor purchases services from Axon, payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Prosecutor will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Prosecutor is responsible for collection and attorneys' fees. All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law. Prosecutor is responsible for sales and other taxes associated with the order, unless Prosecutor provides Axon a valid tax exemption certificate.
- 13 Insurance. Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
- Indemnification. Axon will indemnify Prosecutor's officers, directors, and employees ("Prosecutor Indemnitees") against all claims, demands, losses, and reasonable expenses arising out of a third party claim against an Prosecutor Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Axon under this Agreement, except to the extent of Prosecutor's negligence or willful misconduct, or claims under workers compensation.

To the extent permitted by law, Axon disclaims all warranties, remedies, and conditions, whether oral, written, statutory, or implied. Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to Axon Evidence Prosecutor Service will not exceed the amount paid for such services over the 12 months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive, or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort, or any other legal theory.

- 15 IP Rights. Axon owns and reserves all right, title, and interest in Axon products and services and suggestions to Axon, including all related intellectual property rights. Prosecutor will not cause any Axon proprietary rights to be violated.
- 16 IP Indemnification. Axon will indemnify Prosecutor Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon Evidence infringes or misappropriates the third party's intellectual property rights. Prosecutor must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on: (a) modification of Axon Evidence by Prosecutor or a third party not approved by Axon; (b) use of Axon Evidence in combination with hardware or services not approved by Axon; or (c) use of Axon Evidence other than as permitted in this Agreement.
- Prosecutor Responsibilities. Prosecutor is responsible for (a) a dispute between Prosecutor and a third party over Prosecutor use of Axon Evidence; (b) ensuring Prosecutor owns Prosecutor Content; (c) ensuring no Prosecutor Content or Prosecutor end user's use of Prosecutor Content or Axon Evidence violates this Agreement or applicable laws; and (d) maintaining necessary computer equipment and Internet connections for use of Axon Evidence. If Prosecutor becomes aware of any violation of this Agreement by an end user, Prosecutor will immediately terminate that end user's access to Axon Evidence. Prosecutor will maintain the security of end user names and passwords and security and access by end users to Prosecutor Content. Login credentials are for Prosecutor use only. Prosecutor may not sell, transfer, or sublicense access to any other entity or person. Prosecutor shall contact Axon immediately if an unauthorized party may be using Prosecutor's account or Prosecutor Content, or if account information is lost or stolen.
- 18 U.S. Government Rights. If Prosecutor is a U.S. Federal department or using Axon Evidence on behalf of U.S. Federal department, Axon Evidence is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Prosecutor is using Axon Evidence on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Prosecutor will immediately discontinue use of Axon Evidence.

19 Termination.

- 19.1 For Breach. A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Prosecutor terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the date of notice of termination.
- 19.2 By Prosecutor. Prosecutor is obligated to pay any applicable fees under this Agreement. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Prosecutor may terminate this Agreement. Prosecutor will deliver notice of termination under this section as soon as reasonably practicable. The date of such termination will be the date Axon receives notice from Prosecutor.
- 19.3 Effect of Termination. Upon termination of this Agreement, Prosecutor rights immediately terminate, and Prosecutor remains responsible for all fees incurred prior to the date of termination.
- Confidentiality. "Confidential Information" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5-years thereafter. Axon pricing is Confidential Information and competition sensitive. If Prosecutor is required by law to disclose Axon pricing, to the extent allowed by law, Prosecutor will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

21 General.

- **21.1 Force Majeure**. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
- **21.2 Independent Contractors**. The Parties are independent contractors. Neither Party has authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, Prosecutor, fiduciary, or employment relationship between the Parties.

- **21.3** Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.
- **Non-Discrimination**. Neither Party nor its employees will discriminate against any person based on: race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- **21.5 Export Compliance.** Each Party will comply with all import and export control laws and regulations.
- **21.6 Assignment**. Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- **21.7 Waiver**. No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- **21.8 Severability**. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- **21.9** Survival. The following sections will survive termination: Indemnification, IP Rights, and Prosecutor Responsibilities, Prosecutor Owns Prosecutor Content, Storage, and Axon Evidence Restrictions.
- **21.10** Governing Law. The laws of the state where Prosecutor is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising

from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

21.11 Notices. All notices must be in English. Notices posted on Prosecutor's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Contact information for notices:

Axon: Axon Enterprise, Inc. Prosecutor:

Attn: Legal Attn:

17800 N. 85th Street Street Address

Scottsdale, Arizona 85255 City, State, Zip

legal@axon.com Email

21.12 Entire Agreement. This Agreement represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

You can download a copy of the agreement <u>HERE</u>

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BLANCO COUNTY FEDERAL GRANT PROCUREMENT POLICY

Blanco County follows State of Texas and Federal 2CFR 200.318-200.327 and Appendix II to Part 200 procurement law and guidance in the purchasing and contract management of goods and services. Additional policy guidance below addresses federal purchasing requirements as required by 2 CFR 200 pertaining to the expenditure of federal grant funds.

A. Standards of Conduct

Public employment is a public trust. It is the policy of Blanco County to promote and balance the objective of protecting government integrity and the objective of facilitating the recruitment and retention of personnel needed by the County. Such policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public service.

Public employees must discharge their duties impartially to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Blanco County procurement organization.

To achieve the purpose of this Article, it is essential that those doing business with Blanco County also observe the ethical standards prescribed herein.

Code of Ethics

Personal Gain. It shall be a breach of ethics to attempt to realize personal gain through public employment with the County by any conduct inconsistent with the proper discharge of the employee's duties.

- 2 <u>Influence</u>. It shall be a breach of ethics to attempt to influence any public employee of the County to breach the standards of ethical conduct set forth in this code.
- 3 <u>Conflicts of Interest.</u> It shall be a breach of ethics for any employee of the County to participate directly or indirectly in procurement when the employee knows that:
 - 1) the employee of any member of the employee's immediate family has a financial interest pertaining to the procurement.
 - 2) a business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement.
 - any other person, business or organization with which the employee or any members of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.
- 4 Gratuities. It shall be a breach of ethics to offer, give or agree to give any employee or former employee of the County, or for any employee or former employee of the County to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, requesting for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefore pending before this local government.
- **5** <u>Kickbacks.</u> It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- **6** <u>Contract Clause.</u> The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation, therefore.
- 7 <u>Confidential Information.</u> It shall be a breach of ethics for any employee or former employee of the County knowingly to use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any person.
- 8 The non-federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and condition of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also §200.214.
- **9** The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: Rationale for the method of procurement, selection of contract type, contractor selection or rejection, and basis for the contract price.

- 10 (1) The Non-Federal entity may use a time-and-material type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time-and-materials type contract means a contract whose cost to a non-Federal entity is the sum of:
 - (i) The actual cost of materials; and
 - (ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.
 - (2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.
- 11 The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

Competition

All procurement transactions for the acquisition of property or services required under a Federal award must be conducted in a manner providing full and open competition consistent with the standards of this section and §200.320.

In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

- (1) Placing unreasonable requirements on firms in order for them to qualify to do business;
- (2) Requiring unnecessary experience and excessive bonding;
- (3) Noncompetitive pricing practices between firms or between affiliated companies;

- (4) Noncompetitive contracts to consultants that are on retainer contracts:
- (5) Organizational conflicts of interest;
- (6) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
- (7) Any arbitrary action in the procurement process.

The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

- (1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and
- (2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

Five Methods for Procuring with Federal Funds

2 CFR § 200.320 provides for five methods that must be used when making purchases with Federal funds. In some cases, these Federal methods are more restrictive than State requirements; in other cases, the State requirements are more restrictive than these Federal methods. In all cases, the County affirms the more restrictive requirements or methods must be followed when making purchases with Federal funds.

The type of purchase method and procedures required depends on the cost (and type, in some cases) of the item(s) or services being purchased.

- Micro-purchases
- Small purchase procedures
- Sealed bids
- Competitive proposals
- Noncompetitive proposals (sole source)

Micro-Purchases (Purchases up to \$3,000.00)

Federal methods provide for procurement by *micro-purchase*. *Micro-purchase* is defined in 2 CFR § 200.320(a) as a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed \$3,000.00. The micro-purchase method is used in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost.

The County utilizes the micro-purchases method for acquiring supplies or services that do not exceed an aggregate amount of \$3,000.00 if the price is reasonable. The program manager responsible for the Federal award determines if the price is reasonable.

Quotes are not required but encouraged. If quotes are obtained for items under \$3,500.00, they should be kept in the department and attached to the requisition.

Small Purchase Procedures (Purchases between \$3,000.01 and \$149,999.99 in the Aggregate)

The Federal threshold for small purchase procedures is \$150,000. 2 CFR § 200.320(b).

Small purchase procedures (as defined in 2 CFR § 200.320[b]) may be used in those relatively simple and informal procurement methods for securing non-personal contracted services, supplies, or other property that do not cost more than \$149,999.99.

For purchases funded from <u>local funds</u>, to obtain the most competitive price, the County, may, at its option, obtain price quotes for items costing less than \$150,000. Unlike the mandatory competitive procurement described for purchases over \$150,000, if an item to be paid from local funds costs less than \$150,000, the County may utilize price quotations or competitive procurement process (purchasing cooperatives, sole source, an existing RFP/bid or a new RFP/bid) to stimulate competition and to attempt to receive the most favorable pricing.

However, if using <u>State or Federal funds</u> to purchase goods or services, *price or rate quotations must be obtained* from an adequate number of qualified sources for all purchases between \$3,000.01 and \$49,999.99 or use the competitive procurement process. The County must obtain more than one price or rate quote unless using a purchasing cooperative, existing Bid/RFP or sole source vendor, in which case, the prices have already been awarded. If purchasing from a purchasing cooperative or existing Bid/RFP, the departments can elect to obtain only one quote to purchase the goods or services although it is recommended to obtain more than one quote. Such price or rate quotations may be obtained orally and/or documented in writing, and the County must demonstrate that price or rate quotations were obtained from an adequate number of qualified sources.

Purchases \$150,000 or More in the Aggregate

According to Texas law, one of the following competitive methods must be used for purchases of \$150,000 or more in the aggregate:

- (1) competitive bidding for services other than construction services;
- (2) competitive sealed proposals, for services other than construction services;
- (3) a request for proposals, for services other than construction services;
- (4) an interlocal contract;
- (5) a method provided by Chapter 2269, Government Code, for construction services;
- (6) the reverse auction procedure as defined by Section 2155.062(d), Government Code; or
- (7) the formation of a political subdivision corporation under Section 304.001, Local Government Code.

In addition, one of the three following methods must be used, depending on the circumstance described below, when purchasing with Federal funds: sealed bids (formal advertising); competitive proposals; or noncompetitive proposals (sole source).

Sealed Bids (Formal Advertising)

Bids are publicly solicited and a *firm fixed-price contract* (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the following conditions apply:

- A complete, adequate, and realistic specification or purchase description is available;
- Two or more responsible bidders are willing and able to compete effectively for the business; and
- The procurement lends itself to a firm fixed-price contract and the selection of the successful bidder can be made principally on the basis of price.

If sealed bids are used, the following requirements apply:

- Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids. The invitation for bids must be publicly advertised.
- The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond.
- All bids will be opened at the time and place prescribed in the invitation for bids. The bids must be opened publicly.
- A firm fixed-price contract award must be made in writing to the lowest responsive and responsible bidder.

Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of. Any or all bids may be rejected if there is a sound documented reason.

Competitive Proposals

A competitive proposal is normally used with more than one source submitting an offer, and either a *fixed price* or a *cost-reimbursement* type contract is awarded. (A *cost reimbursement contract* reimburses the contractor for actual costs incurred to carry out the contract.) Competitive proposals are generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

- Requests for proposals must be publicized and must identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical.
- Proposals must be solicited from an adequate number of qualified sources.
- The County must have a written method for conducting technical evaluations of the proposals received and for selecting recipients.
- Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered.

When using Federal funds, the County may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used

as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

Noncompetitive Proposals (Sole Sourcing)

Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used when using Federal funds only when one or more of the following circumstances apply:

- The item is available only from a single source and an equivalent cannot be substituted. This must be documented.
- The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation.
- After solicitation of a number of sources, competition is determined inadequate.

Additionally, *State* requirements related to sole source purchasing are, in some ways, more restrictive. In addition to the Federal requirements above, sole source purchases must meet established criteria:

- Identification and confirmation that competition in providing the item or product to be purchased is precluded by the existence of a patent, copyright, secret process or monopoly;
- A film, manuscript, or book;
- A utility service, including electricity, gas, or water; and
- A captive replacement part or component for equipment.

According to State requirements, sole source does not apply to mainframe data-processing equipment and peripheral attachments with a single item purchase price in excess of \$15,000.

In this case, the County must document why only this product can meet their needs and that it is not available from any other vendor. In all cases, the County will obtain and retain documentation from the vendor which clearly delineates the reasons which qualify the purchase to be made on a sole source basis.

<u>Contracting with Historically Underutilized Businesses (HUB), Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Firms</u>

The County will take all necessary steps to affirmatively assure HUBs, small and minority businesses, women's business enterprises, and labor surplus firms are notified of bidding opportunities and utilized whenever possible. Affirmative steps will include the following:

- Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
- Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
- Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
- Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- Require the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in parts (1)-(5) above.

Domestic preferences for procurements.

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

"Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item

exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Cost/Price Analysis for Federal Procurements in Excess of \$150,000

In accordance with the requirements in 2 CFR § 200.324, the County will make independent estimates of the goods or services being procured before receiving bids or proposals to get an estimate of how much the goods and services are valued in the current market.

To accomplish this, before bids and proposals are received, the County conducts either a price analysis or a cost analysis, depending on the type of contract, in connection with every procurement with Federal funds in excess of \$150,000. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation; however, the County will come to an independent estimate prior to receiving bids or proposals, 2 CFR § 200.324(a).

Accordingly, the County performs a cost or price analysis in connection with every Federal procurement action in excess of \$150,000, including contract modifications, as follows:

Cost Analysis → **Non-competitive Contracts**: A cost analysis involves a review of proposed costs by expense category, and the Federal cost principles apply, which includes an analysis of whether the costs are allowable, allocable, reasonable, and necessary to carry out the contracted services. In general,

- A cost analysis must be used for all non-competitive contracts, including sole source contracts.
- The Federal cost principles apply.
- All *non-competitive contracts* must also be awarded and paid on a *cost-reimbursement basis*, and not on a fixed-price basis.
- In a cost-reimbursement contract, the contractor is reimbursed for reasonable actual costs incurred to carry out the contract.
- Profit must be negotiated as a separate element of the price in all cases where there is no competition.

When performing a *cost* analysis, the County negotiates profit as a separate element of the price. To establish a fair and reasonable profit, consideration is given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work, 2 CFR § 200.323(b).

Price Analysis → **Competitive Contracts:** A *price* analysis determines if the lump sum price is fair and reasonable based on current market value for comparable products or services. In general,

- A price analysis can only be used with *competitive* contracts and is usually used with fixed-price contracts. It cannot be used with non-competitive contracts.
- Compliance with the Federal cost principles is not required for fixed-price contracts, but total costs must be reasonable in comparison to current market value for comparable products or services.
- A competitive contract may be awarded on a fixed-price basis or on a cost-reimbursement basis. If awarded on a cost-reimbursement basis, the Federal cost principles apply and costs are approved by expense category, and not a lump sum.

Costs or prices based on *estimated* costs for contracts are allowable only to the extent that costs incurred, or cost estimates included in negotiated prices would be allowable costs under the Federal cost principles.

Federal awarding agency or pass-through entity review.

The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

- (1) The Non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;
- (2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
- (3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;

- (4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
- (5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third-party contracts are awarded on a regular basis.

The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

- (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- (b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.
- (c) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as

required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

Contract Administration

The County maintains the following oversights to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders, 2 CFR § 200.318(b). The program manager/director of the Federal award is responsible for monitoring contractor performance. The manager/director will compare actual performance of contract against projected performance and have the contractor explain any differences. They may also compare fees paid to date to contractor versus how far along the contractor is in performing the contractual duties. The manager/director may establish surveys of those directly benefitted by the contractor's work for feedback purposes.

To ensure proper administration of contracts and any subgrants that may be awarded by the County, the County uses the following guidelines to determine whether each agreement it makes for the disbursement of Federal funds is a *contract*, whereby funds are awarded to a *contractor*, or a *subaward*, whereby funds are awarded to a *subrecipient*. The substance of the relationship is more important than the form of the written agreement, 2 CFR § 200.330.

Subawards/Subgrants

A *subaward/subgrant* is for the purpose of carrying out a portion of a Federal award and creates a Federal assistance relationship with the subrecipient. The County determines who is eligible to receive what Federal assistance, and a *subrecipient/subgrantee*:

- Has its performance measured in relation to whether objectives of a Federal program are met
- Has responsibility for programmatic decision making
- Is responsible for adhering to applicable Federal program requirements, and
- In accordance with the subgrant agreement, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the County.

Contracts

A *contract* is for the purpose of obtaining goods or services for the County 's own use and creates a procurement relationship with the contractor.

A contractor:

- Provides goods and services within normal business operations
- Provides similar goods or services to many different purchasers
- Normally operates in a competitive environment
- Provides goods or services that are ancillary to the operation of the Federal program, and
- Is not subject to compliance requirements of the Federal program as a result of the contract, though similar requirements may apply for other reasons

Documentation for Contracts

The County maintains the following written documentation, at a minimum, for each contract paid with Federal funds:

- 1. A copy of the written, signed contract/agreement for services to be performed
- 2. The rationale or procedure for selecting a particular contractor
- 3. Evidence the contract was made only to a contractor or consultant possessing the ability to perform successfully under the terms and conditions of the contract or procurement
- 4. Records on the services performed date of service, purpose of service ensuring that services are consistent and satisfactorily performed as described in the signed contract or purchase order
- 5. Documentation that the contractor was not paid before services were performed, and
- 6. Records of all payments made (such as a spreadsheet or report generated from the general ledger), including the total amount paid to the contractor

Payment Only After Services Are Performed

For both State and Federally funded contracts, it is not permissible under Texas law to pay a contractor or consultant in *advance* of performing services. Advance payment to contractors is considered "lending credit" to the contractor and is prohibited under the *Texas Constitution*, Article 3, §§ 50 and 52. For ongoing services that occur monthly, payment can be made at the end of every month (based on a proper invoice submitted by the contractor and verification of work performed) for services performed during the month, or some other similar arrangement.

Consultants and contractors will not be paid without having a properly signed and dated contract or other written agreement in place which clearly defines the scope of work to be performed, the beginning and ending dates of the contract, and the agreed-upon price. The contract should also include a description of the payment procedures.

Upon performance of services (at contract milestones or upon completion of services), the contractor is required to submit an *invoice* to the County that contains at a minimum the following:

• a clear identification of the contractor/consultant, including name and mailing address

- a corresponding contract (or written agreement) number, if applicable
- the dates (beginning and ending date) during which the services were performed (i.e., billing period)
- a description of the services/activities completed during the billing period
- the total amount due to the contractor for the billing period

By submitting a properly-prepared invoice, the contractor is certifying that it is true and correct.

Verification of Receipt of Goods and Services Provided by Contractors

If the purpose of the contract or purchase order is to deliver goods, the County will designate the appropriate staff to verify that the quantity and quality of goods were as specified in the contract/purchase order. The receiving report and procedures used in all other State/local purchases will be used for all Federal purchases.

If the purpose of the contract is to purchase services, the contract manager along with the County Judge will verify that the quality and scope of services were received as specified in the contract.

Prompt Payment to Vendors/Contractors

The County pays all vendors/contractors within thirty (30) days of receipt of a proper invoice and the receipt of the goods or services in accordance with the <u>Texas Prompt Payment Act</u>. Government Code, Chapter 2251, Subchapter A, for all contractors, and Property Code, Chapter 28 for Construction Contractors.

Suspension and Debarment

The County will ensure, prior to award, that all contractors have met all the eligibility requirements outlined in state and Federal law. The following steps will be taken to ensure contractor eligibility for all services procured.

- Contractors: All contractors, including professional consulting and engineering firms, must be cleared via a search of the Federal System of Award Management ('SAM') to ensure the contractor is in good standing and has not been debarred. The SAM portal can be found here: https://sam.gov/SAM/pages/public/searchRecords/search.jsf.
- Subcontractors: Subrecipients must notify the selected prime contractors that it is the sole responsibility of the prime contractor to verify subcontractor eligibility based on factors such as past performance, proof of liability insurance, possession of a federal tax number, debarment, and state licensing requirements.

Approved and Accepted this	day of	2022

Brett G. Bray, County Judge



BLANCO COUNTY

STATEMENT OF FINANCIAL GOALS AND POLICIES

ORGANIZATIONAL GOAL STATEMENT

The overall financial and service goals of Blanco County are to provide the full range of statutorily required services to its citizens while maintaining the lowest prudent property tax rate. The County intends to continue to expand non-tax revenues to allow for budgetary growth as dictated both by the growth in the County's population and the growth in the demand for the County's services. The County will ensure that budgetary growth is balanced by increases in demand for services. Blanco County will provide for expansion and renewal of its infrastructure using long-term debt when it is considered appropriate and fiscally responsible.

I. GENERAL POLICIES

The County will operate on a fiscal year which begins on October 1st and ends on September 30th.

The County will conduct its financial affairs in conformity with State laws, Federal laws, and this Statement of Financial Goals and Policies which shall be approved by Commissioners Court and reviewed when changes are required.

II. ACCOUNTING, AUDITING, AND FINANCIAL PLANNING

The County Treasurer's and Auditor's Offices will maintain records on a basis consistent with accepted principles and standards for local government accounting, as determined by the Government Accounting Standards Board and Government Financial Officers Association.

Regular monthly and annual financial reports are issued summarizing financial activity by fund, and department, and comparing actual resources and expenditures with budgeted amounts, as required by Articles 114.022, 114.024, 114.025, 111.091 and 111.092.

The Auditor's Office provides monthly reports on the total cost of specific services by type of expenditure and by fund, in accordance with Articles 114.022, 114.024, 114.025, 111.091, and 111.092.

A financial audit will be performed annually by an independent public accounting firm and an official opinion and annual financial report will continue to be published and issued, as authorized by Article 115.043.

Blanco County will continue to identify areas for evaluation efforts, by either staff, committees, or consultants, in order to judge the effectiveness and efficiencies of County services.

Cost benefit studies will be conducted, where appropriate and applicable, on non-recurring expenditures and capital projects.

Full disclosure will be provided in the annual financial and budget reports and bond representations, in accordance with Articles 115.045, 114.025, 111.091, and 111.092 of the Revised Statutes of Texas.

III. <u>BUDGETING POLICIES</u>

Budgetary Basis – The County's budgetary basis and accounting records are maintained on a modified accrual basis and organized and operated on a fund basis in accordance with generally accepted accounting principles. Encumbrance accounting is utilized for materials, goods and services documented by purchase orders or contracts. The County will increase the subsequent year's appropriations, but only, if necessary, to complete these transactions. The approved annual budget with amendments as approved by the Commissioners Court is the management control device utilized by the County. Annual appropriated budgets are adopted for the General, Special Revenue and Debt Service funds. All annual appropriations lapse at fiscal year-end. Encumbrance accounting, under which funds are reserved from purchase orders, contracts, and other commitments, is employed in these funds.

The County budgets resources on a fiscal year which begins October 1st and ends on the following September 30th.

Budget manuals are distributed and budget module sessions are held for annual budget preparation. Forms and instructions are distributed to County Department Heads in June each year. Department Heads and Elected Officials must return their proposals no later than July 31st in that year.

The recommended budget shall be prepared and distributed to the Commissioners Court members on or before August 15 of the preceding fiscal year.

The proposed budget estimate shall be presented in the following format:

Revenue estimates by major item.

Operating and maintenance expenditures by object code, major expense categories, functionally related departments, and program summaries.

Debt Service summarized by issues detailing principal, interest, and reserve amount by fund.

The proposed budget estimate shall also contain information regarding:

Proposed personnel staffing levels.

A detailed listing of capital equipment to be purchased by each department.

A detailed schedule of capital projects.

Any additional information, data, or analysis requested by the Commissioners Court.

The proposed budgeted revenues shall be provided by the County Judge's Office including ad valorem taxes, grant revenues, and inter-fund transfers.

The Commissioners Court shall adopt the budget by Court Order prior to October 1.

The County budgeting procedures attempt to identify distinct functions and activities performed by the County and to allocate budget resources adequate to perform these functions and activities at a specified level of service.

Only the Commissioners Court shall have authority to transfer expenditure appropriations from any department category of object codes to any other department or non-departmental major object code category. Transfers of such funds amount to a new appropriation and therefore must be adjusted prior to expenditure of such amounts.

Any transfer shall ONLY be made when it is submitted on the appropriate forms. Each amendment request must be signed by an authorized departmental representative with review in the County Judge's Office. All transfer requests are submitted to the County Commissioners for final approval.

IV. BUDGET AMENDMENT POLICY

Blanco County Policy allows a Department Head, Appointed or Elected Official to request budget amendments throughout the fiscal year as follows:

BUDGET AMENDMENT STATUTE:

Pursuant to Local Government Code Section 111.070, the Commissioners Court may spend County funds only in strict compliance with the budget. The Commissioners Court by order may amend the budget to transfer an amount budgeted for one item to another budgeted item without authorizing an emergency expenditure.

INTRA-DEPARTMENTAL OPERATING TRANSFER:

Transfers may be made between operating line items and within an individual departmental budget. This type of amendment will be presented on the standing agenda item for Line-Item Transfers. The amendment summary will be sent to each member of Commissioners Court and other affected departments two (2) working days prior to the actual Commissioners meeting.

ROUTINE BUDGET AMENDMENTS:

Includes transfer of funds within the maintenance and operations line items within the elected official or department head budget(s). This type of amendment will be presented on the standing agenda item for Line-Item Transfers.

NON-ROUTINE BUDGET AMENDMENTS:

Pursuant to Local Government Code, Sections 111.0105 through 111.0108, when revenues not included in the original budget are received, such as proceeds of bonds or other obligations, grant or aid money, revenue form intergovernmental contract, and pledging revenues as security for bonds and other obligations, a budget amendment is required to expend those funds. The adopted county wide budget will increase however the revenues should exceed or equal the expenditure. This type of amendment must be submitted to Commissioners Court for consideration and action.

New line items can only be created for Contracts or Grant-based programs. For any other department, the creation of a new line item that has not been previously created for the specific department will require that the Commissioners Court declare an emergency in order to establish a new line item.

PROCEDURES:

Any request for a budget amendment must be justified and submitted to the County Judge's Office on the specified Line-Item Transfer Form. All requests must be submitted to the County Judge's Office by Wednesday noon to be placed on the following Commissioners Court Agenda. The County Judge's Office may hold a request that is not complete until clarified with the appropriate department. Scanned copies are acceptable as long as they are legible.

The Commissioners Court reserves the right on a case-by-case basis, where legally permissible, to curtail a department's right to make Line-Item Transfers if the budget transfers appear to be making a programmatic change that was not approved by the Commissioners Court in budget hearings or if the financial condition of the department and/or the County warrants such a curtailment.

V. REVENUES AND TRANSFERS AND POLICIES

Blanco County will maintain a diversified and stable revenue system to shelter it from short-term fluctuations in any one revenue source by doing the following:

Establishing user charges and fees as permitted by law at a level related to the cost of providing that service including indirect costs.

Pursuing legislative change, where necessary, to permit increases in user charges and fee.

Aggressively collecting property tax revenues, including the filing of suit where appropriate and necessary, as authorized by the Texas Property Tax Code.

Blanco County will pay for all current expenditures with current resources as required by Article XI, Section 7 of the Constitution, and by Article 111.091-111.092 of the Revised Statutes of Texas.

Transfers of monies between funds will only be accomplished after approval of the Commissioners Court.

The County will support the majority of operations of the Road and Bridge districts from the vehicle registration fee authorized by the Texas Legislature and property taxes.

VI. PERSONNEL POLICIES

The number of employees on the payroll shall not exceed the total number of positions approved. All personnel actions shall at all times be in strict conformance with applicable federal, state and County policies.

Deletion and downgrades of positions may occur at any time during the fiscal year at the department head or elected official's request or if a review of workload statistics indicates that a reduction in force is practical in a department. Reductions in elected official's budgeted positions will only be accomplished with their approval after the budget is adopted.

Additions, position reclassifications, reorganizations, and equity adjustments must be presented with the initial budget request.

The Court may institute a freeze during the fiscal year on hiring, promotions, transfers, and capital equipment purchases. Such action will be used arbitrarily and will allow for exceptions in appropriate areas to comply and emergency needs such as natural disasters and/or loss of major revenue source.

VII. FIXED ASSET POLICES

The County will maintain the physical assets at a level adequate to protect County's capital investment and to minimize future maintenance and replacement costs by:

Providing for adequate maintenance of capital equipment and equipment replacement in the annual operating budget.

Capital expenditures for projects and equipment are budgeted by item or project and must be spent accordingly.

Where possible, items in good useable condition placed in surplus will be used:

To supplement expenditure for new, budgeted capital purchases.

To supplement expenditure for replacement/budgeted capital purchases.

VIII. <u>DEBT MANAGEMENT POLICIES</u>

Blanco County recognizes the foundation of any well-managed debt program is a comprehensive debt policy. A debt policy sets forth the parameters for issuing debt and managing outstanding debt, and it provides guidance to decision makers regarding the timing and purposes for which debt may be issued, types and amounts of permissible debt, method of sale that may be used and structural features that may be incorporated.

POLICY SUMMARY

Blanco County will adhere to the following specific policy statements with regards to (1) conditions for debt issuance; (2) restrictions on debt issuance; (3) debt service limitations; (4) limitations on outstanding debt; (5) debt structure; (6) the debt issuance process; and (7) debt maintenance procedures.

Conditions for debt issuance – The County will consider the use of debt financing only for one-time capital improvement projects. Long-term borrowing will not be used to finance current operations or normal maintenance. Debt financing may include general obligation bonds, revenue bonds, certificate of obligation, certificates of participation, tax notes, lease/purchase agreements, and other obligations permitted to be issued or incurred under Texas law. The County shall consider refunding outstanding if restructuring debt is deemed to be desirable and prudent.

Restrictions on debt issuance - Proceeds from long-term debt will not be used for current ongoing operations.

Debt Service Limitations – In evaluating debt capacity, general-purpose annual debt service payment should generally not exceed 20% of the County's total budgeted expenditures for all funds.

Limitations on Outstanding Debt - As provided in the Constitution of the State of Texas, the Net Bonded Debt of Blanco County shall not exceed twenty-five percent (25%) of the net value of the taxable real property of the County.

Characteristic of Debt Structure – The County will design the repayment of its overall debt to recapture rapidly its credit capacity for future use. Also, the County shall consider purchasing bond insurance for debt issues when the present value of the estimated debt service savings <u>from insurance</u> (to be derived)) is equal to or greater than the insurance premium.

Debt Issuance Process – The County shall use a competitive bidding process in the sale of debt unless market conditions the nature of the issue, such as refunding bonds, warrants a negotiated sale. The County will employ outside financial specialists, including financial advisors and bond counsel, to assist it in developing a bond issuance strategy, preparing bond documents and marketing bonds to investors.

Debt Maintenance Responsibilities – The County will seek to maintain and, if possible, improve our current bond ratings to minimize borrowing costs and preserve access to credit. Blanco County will adhere to a policy of full public disclosure regarding the issuance of debt, and the County will meet all requirements for continuing disclosure on debt of the County.

IX. BONDED DEBT COMPLIANCE MANAGEMENT POLICY

Blanco County acknowledges and will abide by any federal or state law regarding tax-exempt bonds.

POLICY SUMMARY

Blanco County will adhere to the following specific policy statement with regards (1) separate record keeping per bond issuance; (2) not mingling bond issuance money; (3) the use of bond proceeds only for their approved purposes; (4) the intent to use bond funds within three (3) years of issuance; (5) meeting post-issue reporting requirements; (6) keeping interest earning with bond principal or debt service; (7) maintaining an interest and sinking fund for all tax-exempt debt; and (8) maintaining the tax-exempt status of all outstanding bonded debt of Blanco County.

Separate Accounting – The County will keep separate financial records of each bond issuance. A construction fund will be maintained for each bond issuance in the County's general ledger, the fund will be accounted for separately from all other funds of the County, and the fund will be used solely to pay costs of the projects for which the debt obligations were issued.

Not Mingling Bond Funds – Bond proceeds will not be co-mingled with any other County funds.

Approved Purposes – Bond proceeds will only be used for allowable purposes as specified by bond election and bond order authorizing the issuance of the bonds.

Intent to Use within Three Years of Issuance – Blanco County intends to use bond proceeds for their approved purposes within three (3) years of their issuance when practical and possible.

Post-Issue Reporting Requirements – The Blanco County will adhere to all reporting requirements and deadlines that are applicable to tax exempt bonds. Specifically, Blanco County will comply with the requirements of Securities and Exchange Commission Rule 15c2-12 which requires the filing of annual financial reports and other financial data and the filing of any required material events notices with each agency designated as an information repository. Blanco County will also comply with US Treasury Regulation Section 148 which requires the computation and payment of any arbitrage rebate owed no less frequent than five (5) years after issuing any tax-free debt.

Interest Earned Remains with Principal or Debt Service – Interest earned on bond proceeds will remain with the bond principal and will be used only to pay any cost overruns on approved projects, to fund new projects meeting the usage criteria in the original bond indentures, or it will be specified to go towards the payment of Debt Service.

Interest and Sinking Fund – Blanco County will levy a tax on all taxable property in the County to pay principal of and interest on bonds or debt instruments issued. Amounts collected from the tax levied will be deposited to the credit of the Interest and Sinking Fund maintained in the

accounting records of the County. Blanco County will maintain its Interest and Sinking Fund in a manner to a proper matching of revenues and debt service payments on its debt issues.

Maintenance of Tax-Exempt Status — Blanco County shall not use, permit the use, or omit the use the gross proceeds of any debt issuance in a manner which if allowed or omitted would cause the interest on any bond or debt instrument of the County to become includable in the gross income of the owner of the bond for federal income tax purposes. The County specifically will comply with bond covenants which prohibit: (1) private use or private payments of assets constructed or acquired with debt proceeds; 2) private loans of bond proceeds to any person other than a state or local government; (3) investment of bond proceeds in any investment with a yield that exceeds that of the bonds; (4) taking any actions that would cause the bonds to be federally guaranteed within the meaning of section 149(b) of the Internal Revenue Code; and (5) taking any unauthorized action having the effect of diverting arbitrage profits from payment to the US Treasury, Blanco County will maintain its financial records until three (3) years after final payment of all bonds to show compliance with federal and state laws regarding tax-exempt debt.

X. <u>INVESTMENT AND CASH MANAGEMENT</u>

The County Treasurer's Office will continue to collect, disburse, and deposit all funds on a schedule which insures optimum cash availability, in accordance with Article 113.043, 113.065, 113.901, 113.001-005, 113.021-024, and 113.041-047.

The County Treasurer shall handle all original reconciliation of County bank accounts with the Depository Bank and shall resolve any financial difference between Blanco County and the Depository Bank.

The County Investment Officer shall invest the funds of County to achieve the highest and best yield, while at the same time maintaining the security and integrity of said funds.

Blanco County shall maintain a written County Investment Policy, as approved by the Commissioners Court, to achieve the highest and best yield, while at the same time, maintaining the security and integrity of said funds.

The County Treasurer will maintain an original copy of all security and/or surety pledges made by the Depository Bank in behalf of County funds.

The County Treasurer's Office will maintain an original copy of all security advice for all County investment transactions.

The County Treasurer's Office or the County Auditor's Office will provide regular information concerning the cash position and investment performance as required by Articles 114.025, 111.091, and 111.092.

Blanco County conducts its treasury activities with financial institution(s) based upon written contracts which specify compensating balances, service charges, term, and other conditions as authorized by the Local Government Code inclusive of the Revised Statutes of Texas.

XI. GENERAL FUND UNRESERVED FUND BALANCE POLICY

It is essential that governments maintain adequate levels of fund balance to mitigate current and future risks (e.g., revenue shortfalls and unanticipated expenditures) and to ensure stable tax rates. Fund balance levels are a crucial consideration, too, in long-term financial planning. In most cases, discussions of fund balance will properly focus on a government's general fund.

Credit rating agencies carefully monitor levels of fund balance and unreserved fund balance in a government's general fund to evaluate a government's continued creditworthiness. Likewise, laws and regulations often govern appropriate levels of fund balance and unreserved fund balance for state and local governments.

POLICY

The Governmental Accounting Standards Board (GASB) released Statement 54, "Fund Balance Reporting and Governmental Fund Type Definitions". This Statement is intended to improve the usefulness of the amount reported in fund balance by providing more structured classifications.

The purpose of this policy is to establish operating and reporting guidelines for the fund balances of the governmental funds for Blanco County, Texas.

The County governmental-fund financial statements will present fund balances classified in a hierarchy based on the strength of the constraints governing how those balances can be spent. These classifications are listed below in descending order of restrictiveness:

Committed Fund Balance: This classification includes amounts that are constrained to use for specific purposes pursuant to formal action of Commissioners Court. These amounts cannot be used for other purposes unless the Court removes or changes the constraints via the same a type of action used to initially commit them.

Assigned Fund Balance: This classification includes amounts intended by the County for use for a specific purpose, but which do not qualify for classification as either restricted or committed. The intent can be expressed by Commissioners Court or by a Court designee (e.g., County Auditor). This classification applies to the positive unrestricted and uncommitted fund balances of all governmental funds except the General Fund.

Unassigned Fund Balance: This classification applies to the residual fund balance of the General Fund and to any deficit fund balances of other governmental funds.

Order of Spending: Where appropriate, Blanco County will typically use committed, and/or assigned fund balances, in that order, prior to using unassigned resources, but it reserves the right to deviate from this general strategy.

Minimum Fund Balance: Blanco County generally aims to maintain the following minimum fund balance:

General Fund: Unassigned fund balance of approximately 2.5 to 4.5 months of budgeted expenditures for the fiscal year, to be used for unanticipated needs.

1. A commitment of fund balance requires formal action as to purpose but not as to amount; the

latter may be determined and ratified by the Court at a later date. This is often important near year-end, when a purpose or need is known but a cost is not.

2. An assignment of fund balance implies intent of Commissioners Court, but operationally, the ability to implement the intent may be delegated to one or more persons.

PROCEDURES

A goal of each year's budgeting process will be to adopt a budget that maintains compliance with the stated General fund unreserved fund balanced policy.

Specific County financial conditions, economic conditions, or special initiatives may be considered reasons for temporary non-compliance with this policy.

In the event of either planned or unplanned non-compliance, it is the County's intention to take action during the annual budget process to reach compliance when possible.

Actions in the budget process available to increase the unreserved General Fund balance may include increasing taxes, decreasing spending in specific areas, dedicating one-time revenues to fund reserves, or making transfers of excess fund balances form other funds.

XII. CAPITAL BUDGET IMPACT ON OPERATING BUDGET

All Capital Improvement Program requests must include the operating budget impact of the request including but not limited to additional staffing, operating expenses as well as any cost savings anticipated if the request is approved and funded.

A Capital Improvement request form must be submitted with the overall capital project justification and operating expenses data. Projects without sufficient data may not be considered.

Operating expenses for capital projects will be funded on a pay-as-you-go basis for annual, recurring maintenance type expenses.

XIII. <u>INTERNAL GUIDELINES FOR MANAGEMENT OF FEDERAL AND/OR STATE</u> <u>FUNDS</u>

All costs charged by the County must be necessary, reasonable, allowable, and allocable to all Federal and/or State grant programs received administered by the County. The County must assure that all costs are appropriate and eligible including but not limited to the following areas of concern:

• Administrative requirements - Including duplication of benefits requirements, provisions related to charging pre-award costs, conflict of interest, reporting fraud, and distinction between agencies/government components, contractors, developers, and beneficiaries.

- Recordkeeping and Reporting requirements Including records retention and financial reporting requirements.
- Procurement requirements Including requirements related to bonding, insurance, suspension, and debarment.
- Contract conditions.
- Force Account Including requirements for tracking, documenting, and charging personnel costs and applicable fringe benefits and classification, purchasing, tracking, insuring, and disposing of equipment, supplies, and federally purchased tangible and intangible property.
- Contract amendments.
- Contract closeout.
- Monitoring and Quality Assurance Including requirements related to preventing fraud, waste, and abuse.
- Audit Including Single Audit or program-specific audit requirements.

The following is a list of key federal and state regulations governing financial management of grant programs:

- 24 CFR § 570 Subpart I- governs the state CDBG-DR program.
- 2 CFR § 200, including all of Subpart E Cost Principles.
- Uniform Grant Management Standards (UGMS) Texas Comptroller of Public Accounts and guidance under 2 CFR § 200.
- Texas Local Government Code Chapter 171.

It is the County's responsibility to be knowledgeable and compliant with these requirements to ensure the appropriate, effective, timely, and eligible use of all funds related to Federal and/or State Programs. The County is responsible for monitoring vendors and projects and compliance with applicable financial management standards, for processing payment requests for funds, and for audit review.

A cost objective is a pool of related costs, which could be related based on the County's departments, function, eligible, activity, agreement with State and/or Federal agencies or any other basis. The term is used to capture a variety of scenarios in which costs may be categorized for purposes of cost allocation or eligibility determinations.

As per of 2 CFR § 200.303, the County has established this and other written policies and procedures for internal controls and guidance documentation for responsible financial management of federal and/or state funds and include the adherence to the following:

- All federal, state, and local conflict of interest provisions, including the requirements of Texas Local Government Code Chapter 171.
- The County has an established internal control system and documented segregation of duties. Including the appropriate segregation of duties as follows:

- o No person has complete control over every phase of a significant transaction. For example, the person who authorizes payments to contractors should not draft and issue the payment check.
- o Monthly bank reconciliation and/or direct deposit monthly statements are reviewed by someone who is not responsible for handling cash or issuing checks.
- o The County Treasurer is responsible for issuing checks for grant expenses. The County Treasurer shall also prepare paychecks, which are not valid without the signature of the County Auditor.
- The County will take prompt action when an instance of noncompliance is identified internally or through audit findings.
- The County takes reasonable measures to safeguard protected personally identifiable information (PII) and other information that the County considers sensitive consistent with applicable Federal, state, and local laws regarding privacy and obligations of confidentiality.

Per 24 CFR § 570.502, through established budgets and accounting records, the County is responsible for ensuring all Federal and/or State expenditures are authorized in an approved, documented budget and do not exceed the total budget amount and do not exceed the amount in the County's grant agreement(s).

The County will use one of two general methods available to draw federal and/or state grant funds to pay for project and vendor costs: the reimbursement method and the cash advance method.

- The reimbursement method entails a transfer of grant funds to the County based on actual expenditures already incurred by the County before it requests a draw.
- The cash advance method entails the transfer of grant funds from the federal and/or state agency based upon the County's received invoices before the actual cash disbursements have been made by the County.

The County establishes a separate account for each grant it receives. When using a cash advance basis process, the County will ensure that all received grant funding is held in an insured, interest-bearing account (2 CFR § 200.305(b)). Distinct accounting information for each grant is created. Accurate records of encumbrances/obligations against distinct line items within each grant for vendor contracts are made. Accurate records on grant awards, unobligated balances, assets, liabilities, expenditures, program income (if any) and applicable interest are kept and supported by sources documentation, including vendor contracts, invoices, and purchase orders.

Pursuant to 2 CFR § 200.302(a), the County's financial management systems, including records documenting compliance with Federal statutes, regulations, and the terms and conditions of the Federal award, are sufficient to permit the preparation of reports required to demonstrate compliance with general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the

Federal statutes, regulations, and the terms and conditions of the County's State and/or Federal grant agreement(s).

Blanco County through its annual audit process has proven effective control over, and accountability for, all funds, property, and other assets in its possession. The County makes every effort to adequately safeguard all assets and assure that they are used solely for their intended purpose.

Financial Records for all Federal and/or State grant programs include the following:

- · Transaction registry documenting:
 - o All invoices associated with each Request for Payment; and
 - o Source of funds for each invoice (grant funds by activity, matching funds, and/or other funds)
- · Source documentation, including the following:
 - o Copies of Requests for Payment.
 - o Addendum record of direct deposit payments.
 - o Verification of deposits.
 - o Monthly bank statements
 - o Check register/transaction ledger.
 - o Employee time sheets (as applicable).
 - o Equipment time record sheets (as applicable).
 - o Property inventory.
 - o Purchase orders, invoices, and contractor requests for payments.
 - o Electronic Transfer Form (EFT).
 - o All original source documents.

The County, for each grant agreement received, establishes Responsible Persons. Through resolution, the County identifies the Responsible Persons (at least 2, preferably 4 by job title) responsible for both contractual documents (executed County agreement(s), associated amendments, and various program certifications) and financial documents (requests for payment, issuance of check).

The County, where allowable by the Federal and/or State funding program, will authorize direct deposit to receive payments from the agency(ies) to post directly to the County's local bank account.

The County will ensure that there exists staff and contractor capacity necessary to manage all grant funds under its control. The County may procure a Grant administrator to assist with management of grant compliance, subject to 2CFR200 procurement guidelines and requirements.

Eligible/Allowable Costs: All costs charged to the County's grant agreement(s) will be deemed eligible as identified in each Grantor's agreement/implementation manual. Eligible costs are those

that conform to the federal/state requirements, including limitations and waivers described in applicable Federal Register Notices, comply with federal cost principles, and align with all associated cross-cutting federal requirements (Davis Bacons and Related Acts, Environmental requirements, etc.) and State and Local law.

The County will assure pursuant to 2 CFR § 200.403, costs meet the following general criteria to be allowable as a charge against any Federal award:

- Costs must be necessary and reasonable for the performance of the Federal award and be allocable to that award and not to a different award.
- \bullet Costs must conform to any limitations or exclusions set forth in 2 CFR § 200 or in the Federal award as to types or amount of cost items.
- Costs must be consistent with policies and procedures that apply uniformly to both federally financed and other activities of the County.
- · Costs must be accorded consistent treatment.
 - o A cost may not be assigned to a federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the Federal award as an indirect cost.
- Costs must be determined in accordance with generally accepted accounting principles (GAAP).
- Costs must be adequately documented.

Reasonable Costs (2 CFR § 200.404): A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. In determining reasonableness of a given cost, consideration will be given to:

- Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the County or the proper and efficient performance of the State and/or Federal award.
- The restraints or requirements imposed by such factors as: sound business practices; arm's-length bargaining; Federal, state, local, and other laws, and regulations; and terms and conditions of the State and/or Federal award.
- Market prices for comparable goods or services for the geographic area.
- Whether the individuals concerned acted with prudence in the circumstances considering their responsibilities to the County, its employees, the public at large, the State Government and/or Federal Government.
- Whether the County significantly deviates from its established practices and policies regarding the incurrence of costs, which may unjustifiably increase the cost.

The County will ensure that all grant reimbursement requests meet the definition of Allocable Costs (2 CFR § 200.405 and § 200.406) A cost is allocable to a particular grant, County agreement, vendor contract, program or other cost objective if the goods or services involved are

chargeable or assignable to that cost objective in accordance with relative benefits received. This standard is met if the cost:

- · Is incurred specifically for that cost objective.
- Benefits both that cost objective and other work of the County and can be distributed in proportions that may be approximated using reasonable methods; and
- Is necessary to the overall operation of the County and is assignable in part to the specified cost objective in accordance with 2 CFR § 200.

Any cost allocable to a particular cost objective may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude the County from shifting costs that are allowable under two or more cost objectives in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal awards.

If a cost benefits two or more projects or activities in proportions that can be determined without undue effort or cost, the cost must be allocated to the projects based on the proportional benefit. If a cost benefits two or more projects or activities in proportions that cannot be determined because of the interrelationship of the work involved, then the costs may be allocated or transferred to benefitted projects on any reasonable documented basis. Costs should only be charged net of all applicable credits. Applicable credits refer to those receipts or reduction-of-expenditure-type transactions that offset or reduce expense items allocable to the cost objective. Examples include:

- Purchase discounts.
- Rebates or allowances.
- Recoveries or indemnities on losses.
- Insurance refunds or rebates.
- Adjustments of overpayments or erroneous charges.

To the extent that such credits accruing to or received by the County relate to allowable costs, they must be credited to the State and/or Federal award either as a cost reduction or cash refund, as appropriate. These credits do not constitute program income.

The County will submit a draw request for eligible costs as often as is needed, subject to limitations in grant agreements and at least quarterly throughout the life of a project. The County will submit costs to a Grantor for draw within 60 days of receipt of invoices as allowable. The County will ensure Draw requests are submitted timely to the granting agencies.

Pursuant to 24 CFR § 570.489(c), 2 CFR § 200.305(b), and 31 CFR § 205, the County when utilizing the cash advance method will minimize the time elapsing between the transfer of funds from the Federal or State agency and the disbursement by the County for eligible costs. This period must not exceed 3 business days from the date of receipt/deposit of funds.

Approved and Accepted thisaay of	2022
Brett G. Bray, County Judge	

FLEET STATEMENT OF WORK BETWEEN AXON ENTERPRISE AND AGENCY

Introduction

This Statement of Work ("SOW") has been made and entered into by and between Axon Enterprise, Inc. ("AXON"), and Blanco County Sheriff's Office - TX the ("AGENCY") for the purchase of the Axon Fleet in-car video solution ("FLEET") and its supporting information, services and training. (AXON Technical Project Manager/The AXON installer)

Purpose and Intent

AGENCY states, and AXON understands and agrees, that Agency's purpose and intent for entering into this SOW is for the AGENCY to obtain from AXON deliverables, which used solely in conjunction with AGENCY's existing systems and equipment, which AGENCY specifically agrees to purchase or provide pursuant to the terms of this SOW, This SOW contains the entire agreement between the parties. There are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in the SOW.

Acceptance

Upon completion of the services outlined in this SOW, AGENCY will be provided a professional services acceptance form ("Acceptance Form"). AGENCY will sign the Acceptance Form acknowledging that services have been completed in substantial conformance with this SOW and the Agreement. If AGENCY reasonably seven (7) calendar days from delivery of the Acceptance Form. AXON will remedy the issues to conform with this SOW and re-present the Acceptance Form for signature. If AXON does not receive the signed Acceptance Form or written notification of the reasons for rejection within 7 calendar days of the delivery of the believes AXON did not complete the professional services in conformance with this SOW, AGENCY must notify AXON in writing of the specific reasons within Acceptance Form, AGENCY will be deemed to have accepted the services in accordance to this SOW.

Force Majeure

Neither party hereto shall be liable for delays or failure to perform with respect to this SOW due to causes beyond the party's reasonable control and not avoidable by diligence.

Schedule Change

Each party shall notify the other as soon as possible regarding any changes to agreed upon dates and times of Axon Fleet in-car Solution installation-to be performed pursuant of this Statement of Work.

Axon Fleet Deliverables

electronic media, controlled documentation, guides, instructions and videos followed by available dates for the initial project review and customer readiness Typically, within (30) days of receiving this fully executed SOW, an AXON Technical Project Manager will deliver to AGENCY's primary point of contact via validation. Unless otherwise agreed upon by AXON, AGENCY may print and reproduce said documents for use by its employees only.

Security Clearance and Access

Upon AGENCY's request, AXON will provide the AGENCY a list of AXON employees, agents, installers or representatives which require access to the AGENCY's facilities in order to perform Work pursuant of this Statement of Work. AXON will ensure that each employee, agent or representative has been informed or and consented to a criminal background investigation by AGENCY for the purposes of being allowed access to AGENCY's facilities. AGENCY is responsible for providing AXON with all required instructions and documentation accompanying the security background check's requirements.

Training

AXON will provide training applicable to Axon Evidence, Cradlepoint NetCloud Manager and Axon Fleet application in a train-the-trainer style method unless otherwise agreed upon between the AGENCY and AXON

Local Computer

the AXON system being installed. AGENCY is responsible for making certain that any and all security settings (port openings, firewall settings, antivirus software, AGNECY is responsible for providing a mobile data computer (MDC) with the same software, hardware, and configuration that AGENCY personnel will use with virtual private network, routing, etc.) are made prior to the installation, configuration and testing of the aforementioned deliverables.

Network

interception, or loss of data due to misconfigured firewall settings or virus infection, except to the extent that such virus or infection is caused, in whole or in part, AGENCY is responsible for making certain that any and all network(s) route traffic to appropriate endpoints and AXON is not liable for network breach, data by defects in the deliverables.

Cradlepoint Router

When applicable, AGENCY must provide AXON Installers with temporary administrative access to Cradlepoint's NetCloud Manager to the extent necessary to perform Work pursuant of this Statement of Work.

Evidence.com

AGENCY must provide AXON Installers with temporary administrative access to Axon Evidence.com to the extent necessary to perform Work pursuant of this SOW.

Wireless Upload System

If purchased by the AGENCY, on such dates and times mutually agreed upon by the parties, AXON will install and configure into AGENCY's existing network a wireless network infrastructure as identified in the AGENCY's binding quote based on conditions of the sale.

VEHICLE INSTALLATION

Preparedness

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer less weapons and items of evidence. Vehicle(s) will be deemed 'out of service' to the extent necessary to perform Work pursuant of this SOW.

Existing Mobile Video Camera System Removal

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer which will remove from said vehicles all components of the existing mobile video camera system unless otherwise agreed upon by the AGENCY.

Major components will be salvaged by the AXON Installer for auction by the AGENCY. Wires and cables are net considered expendable and will not be salvaged. Salvaged components will be placed in a designated area by the AGENCY within close proximity of the vehicle in an accessible work space.

operation to identify and operate, documenting any existing component or system failures and in detail, identify which components of the existing mobile video Prior to removing the existing mobile video camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's systems' camera system will be removed by the AXON Installer.

In-Car Hardware/Software Delivery and Installation

vehicle in accordance with the specifications detailed in the system's installation manual and its relevant addendum(s). Applicable in-car hardware will be installed On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer, who will install and configure in each and configured as defined and validated by the AGENCY during the pre-deployment discovery process. If a specified vehicle is unavailable on the date and time agreed upon by the parties, AGENCY will provide a similar vehicle for the installation process. Delays due determines that a vehicle is not properly prepared for installation ("Not Fleet Ready"), such as a battery not being properly charged or properly up-fit for in-service, field operations, the issue shall be reported immediately to the AGENCY for resolution and a date and time for the future installation shall be agreed upon by the to a vehicle, or substitute vehicle, not being available at agreed upon dates and times may results in additional fees to the AGENCY. If the AXON Installer

functions of the hardware and software are fully operational and that any deficiencies are corrected unless otherwise agreed upon by the AGENCY, installation, Jpon completion of installation and configuration, AXON will systematically test all installed and configured in-car hardware and software to ensure that ALL configuration, test and the correct of any deficiencies will be completed in each vehicle accepted for installation.

both the responsibility of the AGENCY and the AXON Installer to agree on placement of each components, the antenna(s), integration recording trigger sources operation to identify, document any existing component or vehicle systems' failures. Prior to any vehicle up-fitting the AXON Installer will introduce the system's components, basic functions, integrations and systems overview along with reference to AXON approved, AGENCY manuals, guides, portals and videos. It is and customer preferred power, ground and ignition sources prior to permanent or temporary installation of an Axon Fleet camera solution in each vehicle type. Prior to installing the Axon Fleet camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's existing systems' Agreed placement will be documented by the AXON Installer. AXON welcomes up to 5 persons per system operation training session per day, and unless otherwise agreed upon by the AGENCY, the first vehicle will be used for an installation training demonstration. The second vehicle will be used for an assisted installation training demonstration. The installation training session is customary to any AXON Fleet installation service regardless of who performs the continued Axon Fleet system installations. The customary training session does not 'certify' a non-AXON Installer, customer-employed Installer or customer 3rd party Installer, since the AXON Fleet products does not offer an Installer certification program. Any work performed by non-AXON Installer, customer-employed Installer or customer 3rd party Installer is not warrantiad has AXON is not liable for any damage to the vehicle and its existing systems and AXON Fleet hardware.

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Issued: 02/10/2022

Quote Expiration:

EST Contract Start Date: 04/01/2022 Account Number: 121103

Payment Terms: N30 Delivery Method: Fedex - Ground

	iff's Office - TX			1636-4647		
BILL TO	Blanco County Sheriff's Office - TX		400 S US Highway 281	Johnson City, TX 78636-4647	NSA	Email:
SHIP TO	Business; Delivery; Invoice-400 S US	Highway 281	400 S US Highway 281	Johnson City, TX 78636-4647	USA	

PRIMARY CONTACT		Phone: (830) 868-7104 Email: rwoodring@co.blanco.tx.us Fax:	
SALES REPRESENTATIVE	Keith Utter	Phone: Email: kutter@axon.com Fax:	

	60 Months
TOTAL COST	\$23,220,00

	INVOICE DATE AMOUNT DUE	Mar, 2022 \$4,644.00	Mar, 2023 \$4,644.00	Mar, 2024 \$4,644,00	Mar, 2025 \$4,644.00	Mar, 2026 \$4,644.00
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Quote Details

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End: 3/31/2027		FLEET, EVIDENCE LICENSE, 1 CAMERA STORAGE. LICENSE	I LICENSE	2 KIT	FLEET REFRESH, 2 CAMERA KIT	EXT WARRANTY FIFET 2 KIT
Start: 4/1/2022	Description	FLEET, EVIDEI	FLEET VIEW XL LICENSE	AXON FLEET 2 KIT	FLEET REFRE	FXT WARRAN
Quantity: 3	ltem	80410	87050	71088	72040	80397
Bundle: Fleet 2 Unlimited	Category	Storage	Vehicle License	Camera Kit & Warranty	Camera Refresh	Other

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

Axon Interview Room purchase, if applicable, and the online terms (posted at www.axon.com/legal/sales-terms-and-conditions). In case of conflict between agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this entered into between Axon Blanco County Sheriff's Office on September 7, 2017, as well as the attached Statement of Work (SOW) for Axon Fleet and/or Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement any of the terms and conditions, the terms and conditions of Axon's Master Services and Purchasing Agreement dated September 7, 2017 shall govern.

ACEIP:

he Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by eference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

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Signature

ROCKDALE COUNTRY FORD

PO BOX 72, ROCKDALE, TX 76567 BUYBOARD 601-19

End U	ser: BLANCO COUNTY			Caldwell Rep: BEN LAUREANO	OHOTE#DI 22501
Contac	et: ROBERT WOODRING 512-468-0	506		Phone: 979-567-6155	QUOTE#BL22301
Phone/	email: RWOODRING@CO.BLANCO	O.TX.US		Date: Thursday, March 17	7 2022
Produc	et Description: FORD PIU			email: ben@caldwellco	
A.	Bid Series:	_		A. Base P	
B.	Published Options [Itemize each below]				
Code	Options	Bid Price	Code	Options	Bid Price
K8A	2022 FORD EXPLORER PIU AWD	INCL		RADIO, AM/FM/MP3	INCL
153	FRONT LICENSE BRACKET	INCL		FULL VINYL FLOORING	INCL
44U	TRANSMISSION, 10-SPEED AUTO	INCL		POWER WINDOW/LOCK	INCL
96	EBONY, CLOTH FRT/VINYL REAR	INCL		BACK UP CAMERA	INCL
17A	REAR AUX AIR CONDITIONING	INCL		DEEP TINT GLASS	INCL
99C	ENGINE, 3.0L ECOBOOST V6	INCL		CLASS III TOWING EQUIPMENT	
518	DRIVER/PASS LH SPOTLAMP LED	INCL		3.73 AXLE RATIO	INCL
60A	PRE WIRING-LIGHTS, SIREN, SPEAKER	INCL		CRUISE CONTROL	INCL
86T	TAIL LAMP HOUSING	INCL	ļ	DEFLECTOR PLATE	INCL
87R	REAR VIEW MIRROW W/ REAR CAMI	INCL	<u> </u>		
59G	KEYED ALIKE-KEY CODE G	INCL			
				Total of B. Published Option	ons:
C.	Unpublished Options [Itemize each below	v, not to excee	ed 25%]		
	Disclaimer			Unpublished Options	Bid Price
**PRIC	ES/QUOTES ARE VALID FOR		YZ - OX	FORD WHITE / UNITS IN STOCK	COLOR /
CONST	Y (30) DAYS DUE TO SUPPLY CHAIN FRAINTS. REVERIFY PRICING		REF: MN	NA16095	DELIVERY
	RE ISSUING A PURCHASE ORDER.				
COMM	ODITY SURCHARGES MAY APPLY				
AFTER	A PURCHASE ORDER IS ISSUED**				
L		·	L		·
				Total of C. Unpublished Option	ons:
D.	Registration, Inspection, Paperwork, Pos	tage cost, Cou	ırthouse ti	ime, & Runner time:	\$ -
E.	UPFITTERS: CAPQ-104213				\$ 17,183.00
F.	Manufacturer Destination/Delivery:				
G.	Floor Plan Interest (for in-stock and/or ed	quipped vehic	les):		\$ -
H	Lot Insurance (for in-stock and/or equipp	ed vehicles):	·		
I.	Contract Price Adjustment:	,			\$ -
J.	Additional Delivery Charge:	105	miles		\$ -
K.	Subtotal:	105	innes		\$ 210.00
L.		17			\$ 55,091.00
М.	Quantity Ordered 2	x K =			\$ 110,182.00
N. O.	BUYBOARD FEE PER PURCHASE OR				\$ 400.00
U.	TOTAL PURCHASE PRICE WITH BUY ARE SUBJECT TO CHANGE WITHOUT	YBOARD FE	E (PRICE	S AND AVAILABILITY	\$ 110,582.00

Quote

Date 3/16/2022 Quote # CAPQ-104213



Name / Address
Blanco Gounty Sheriff's Office
400 South Hwy 281, Johnson City, Texas 78636
United States

Salesperson:	Bary Bedford
Email:	NLEONARD@CO.BLANCO.TX.US
Contact Name:	NEAL LEONARD

Job Description: PRE BUILT

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Ship To:		1000		
Blanco:Cou	nty Sheriff's	Office -		
400				
400 South I	Hwy 281, Jo	hnson City	Texas 786	36
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Year:	2021
Make:	Ford
Model:	PI UTILITY

Quote Summary

Per Vehicle Subtotal Per Vehicle Tax Per Vehicle Total

\$17,183.00 \$0.00 \$17,183.00

Vehicles Quoted

2

Grand Total

\$34,366.00

**PRICES ARE VALID FOR 30 DAYS BUT ARE SUBJECT TO CHANGE DUE TO SUPPLY CHAIN CHALLENGES.
REVERIFY PRICING BEFORE ISSUING A PURCHASE ORDER. COMMODITY SURCHARGES MAY APPLY AFTER PO IS ISSUED**

I hereby authorize the install work therein set forth to be done by CAP Fleet Upfitters, together with the furnishing by CAP Fleet Upfitters of the necessary parts and other material for such install and agree that CAP Fleet Upfitters is not responsible for any delays caused by unavailability or delayed availability of parts or material for any Fleet Upfitters neither assumes or authorizes any other person to assume for CAP Fleet Upfitters any liability in connection with such install; that CAP Fleet Upfitters control; that CAP Fleet Upfitters employees may operate the above vehicle on streets, highways, or elsewhere for the purpose of testing and/or inspecting such vehicle.

WWW.CAPFLEET.COM

QUOTES ARE GOOD FOR 30 DAYS.

PLEASE SIGN BELOW IF ALL ITEMS & QUANTITIES ARE APPROVED.

X	Date:	1 1	
	<u></u>		

Quote

Date

3/16/2022

Quote # CAPQ-104213



Same State	TY Part # NSOLE/MDT	Part Details
	1 C-VS-1012-INUT	
	The property of the second sec	HIGH ANGLED CONSOLE FOR 2020-2022 FORD INTERCEPTOR UTILITY
# 3 d		JOELL -ADJOOS ING DOUBLE CUP HOLDER
ing-r	CONTRACTOR CONTRACTOR CONTRACTOR	SIDE MOUNT ARMREST
2		MIC CLIP BRACKET
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<u></u>		8.5" HEAVY-DUTY TELESCOPING POLE, SIDE MOUNT, SHORT HANDLE
1 	C-MD-119	11" SLIDE OUT LOCKING SWING ARM WITH LOW PROFILE MOTION DEVICE ADAPTER
1	C-EB40-CCS-1P	1-PIECE EQUIPMENT MOUNTING BRACKET, 4" MOUNTING SPACE, FITS WHELEN. CENCOM,CCSRN,CCSRNTA,MPC03
1	011.0001.00-1	HVAC RELOCATION BRACKET KIT
LE	CTRONICS	I MONTH DIVIONET MI
1	338265	3/4" MOUNT, 25' RG58/U MINI-UHF LOOSE
ME	RGENCY LIGHTING	
1	LGYSD54CORETD-DE	54" DUO LEGACY FULLY POPULATED W/SMOKED LENSES W/TAKEDOWNS (DRIVER SIDE RED/WHITE FRONT; RED/AMBER REAR; PASSENGER SIDE BLUE/WHITE FRONT; BLUE/AMBER REAR); C399 CORE SIREN; CEM16 EXPANSION MODULE; CV2V SYNC; C399K*; SA315U SPEAKER; SAK*; STPKT*
1	SA315U	SA315U SPEAKER, BLACK PLASTIC
1	EB2SP3JY	54" LEGACY DUO WECAN Y LICHTRAD (ONO)
1	C399	54" LEGACY DUO WECAN X LIGHTBAR (SMOKED) FULLY POPULATED W/TAKEDOWNS CENCOM CORE WCX CONTROL CENTER
1	CEM16	WECANX 16 OUTPUT EXPANSION MOD
1	CV2V	VEHICLE TO-VEHICLE SYNC MODULE
1	C399K4	OBDII CANPORT CABLE KIT FORD
1	CCTL7	WECANX 21 BUTTON/SLIDE CTRL HD
1	STPKT105	STRAPKIT #105 2020+ FORD PIU
1	SAK1	SA-315 MOUNT KIT UNIVERSAL
1	SA315U	SA315U SPEAKER, BLACK PLASTIC
1	SAK1	SA-315 MOUNT KIT UNIVERSAL
1	CHWLFE29	Siren Amplifier with One Speaker, Includes Mounting Bracket for 2020 Ford Police Interceptor
6	13JC	TRIO ION R/B W/ WHT OVERRIDE
1	AVC23RBC	DUAL AVENGER II TRIO R/B/W
1	AVC23RBC	
1	BS50Z-BSSP2ZJA	DUAL AVENGER II. TRIO R/B/W 10 LIGHT REAR TRAY, DUO 5 RED/AMBER DRIVER/5 BLUE/AMBER PASSENGER, FORD UTILITY 2020-2021
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		ION LICENSE PLATE BKT HORIZ.

Quote

Date 3/16/2022 Quote # CAPQ-104213



1	3SRCCDCR	Part Details 3" ROUND SPLIT RED/WHT COMPART
2	3SRCCDCR	3" ROUND SPLIT RED/WHT COMPART
1	RPLS50	ION REAR PILLAR LC SOLO UTILITY
3	OEIONR	ADD 1 RED ION OUTER EDGE
3	OEIONB	ADD:1 BLUE ION OUTER EDGE
1	CEM16	WECANX 16 OUTPUT EXPANSION MOD
1	5344-F	
	TOTAL CONTRACTOR POLICIPAR TO COLLEGE AND PROCESSOR	Go Rhino Push Bumper, PIU
K-L#	4L61-M1B	4-Light Mask Plate (Whelen ION) W/Intersection Brackets
1	5344WHD	2020 Ford Interceptor Utility- Wrap Arounds Notes: ORDER
RISC	NER TRANSPORT EQUIPMENT	THE STATE OF THE S
1	PRPSP4704UINT20A	CENTER SLIDING POLY WINDOW; PARTITION - SPACE SAVER - INCLUDES RECESSED PANEL AND LOWER EXTENSION PANELS; FORD INTERCEPTOR UTILITY 2020-2022
1	S4705UINT20OSB	CHARCOAL GREY ABS, STANDARD TRANSPORT SEAT W/ 7GA. STEEL SCREEN WINDOW INTERCEPTOR UTILITY 2020-2022 CARGO BARRIER AND OUTBOARD SEAT BELTS; REAR TRANSPORT SEATS; FORD
1	GK10342UHK	DUAL T-RAIL MOUNT 2 UNIVERSAL XL, HANDCUFF KEY OVERRIDE

Y Parti# LABOR	LABOR Descr	iption
SHIPPING	SHIPPING	
DISPOSAL	DISPOSAL FEE (FOR OEM PARTS NOT PICKEL	Company of the second of the s
PDKIT	I. OWER DISTRIBUTION KIT	JUP ON DELIVERY)
PROGFEE	TINT, FRONT WINDOWS ONLY PROGRAMMING FEE	
INSPECT	ALL CAP FLEET INSPECTIONS COME WITH AN DEALER PREP	
DEALER	DEALER PREP	AGENCY LIMITED LIFETIME WARRANTY
WIRING HARNESS	TO SECULIA THE PROPERTY OF THE	
SHOP SUPPLIES	SHOP SUPPLIES	

Y Make Motorola	Model Used
ANTENNA	APX 6500 Used:
Brother	POCKETJET
Cradlepoint	POCKETJET IBR900-600M

Racial Profiling Report | Full

Agency Name: BLANCO CO. SHERIFF'S OFFICE

Reporting Date: 02/02/2022 TCOLE Agency Number: 031100

Chief Administrator: DONALD W. JACKSON

Agency Contact Information: Phone: (830) 868-9308

Email: djackson@co.blanco.tx.us

Mailing Address:

400 US Hwy 281 South JOHNSON CITY, TX 78636-4647

This Agency filed a full report

BLANCO CO. SHERIFF'S OFFICE has adopted a detailed written policy on racial profiling. Our policy:

- 1) clearly defines acts constituting racial profiling;
- 2) strictly prohibits peace officers employed by the <u>BLANCO CO. SHERIFF'S OFFICE</u> from engaging in racial profiling:
- 3) implements a process by which an individual may file a complaint with the BLANCO CO. SHERIFF'S OFFICE if the individual believes that a peace officer employed by the BLANCO CO. SHERIFF'S OFFICE has engaged in racial profiling with respect to the individual;
- 4) provides public education relating to the agency's complaint process;
- 5) requires appropriate corrective action to be taken against a peace officer employed by the BLANCO CO. SHERIFF'S OFFICE who, after an investigation, is shown to have engaged in racial profiling in violation of the BLANCO CO. SHERIFF'S OFFICE policy;
- 6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:
 - a. the race or ethnicity of the individual detained;
 - b. whether a search was conducted and, if so, whether the individual detained consented to the search;
 - c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual:
 - d. whether the peace officer used physical force that resulted in bodily injury during the stop;
 - e. the location of the stop;
 - f. the reason for the stop.
- 7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
 - a. the Commission on Law Enforcement; and
 - b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The BLANCO CO. SHERIFF'S OFFICE has satisfied the statutory data audit requirements as prescribed in Article

2.133(c), Code of Criminal Procedure during the reporting period.

Executed by: ROBERT W. WOODRING Lieutenant

Date: 02/02/2022

Total stops: 1929

Street address or approximate location of	f the stop
City street	31
US highway	1666
County road	61
State highway	171
Private property or other	0
Was race or ethnicity known prior to stop	?
Yes	3
No	1926
Race / Ethnicity	
Alaska Native / American Indian	14
Asian / Pacific Islander	39
Black	77
White	1393
Hispanic / Latino	406
Gender	
Female	651
Alaska Native / American Indian	4
Asian / Pacific Islander	12
Black	24
White	514
Hispanic / Latino	97
Male	1278
Alaska Native / American Indian	10
Asian / Pacific Islander	27
Black	53
White	879
Hispanic / Latino	309
Reason for stop?	
Violation of law	2
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	2

Hispanic / Latino	0
Preexisting knowledge	12
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	8
Hispanic / Latino	3
Moving traffic violation	1625
Alaska Native / American Indian	14
Asian / Pacific Islander	34
Black	65
White	1174
Hispanic / Latino	338
Vehicle traffic violation	290
Alaska Native / American Indian	0
Asian / Pacific Islander	5
Black	11
White	209
Hispanic / Latino	65
Was a search conducted?	
Yes	25
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	_
White	3
	11
Hispanic / Latino No	11
-	1904
Alaska Native / American Indian	14
Asian / Pacific Islander	39
Black	74
White	1382
Hispanic / Latino	395
Reason for Search?	
	7
Consent	7
Consent Alaska Native / American Indian	0
Consent Alaska Native / American Indian Asian / Pacific Islander	0
Consent Alaska Native / American Indian	0

	Hispanic / Latino	2				
Co	ntraband	1				
	Alaska Native / American Indian	0				
	Asian / Pacific Islander	0				
	Black	0				
	White	0				
	Hispanic / Latino	1				
Pro	bable	15				
	Alaska Native / American Indian	0				
	Asian / Pacific Islander	0				
	Black	2				
	White	5				
	Hispanic / Latino	8				
Inve	entory	1				
	Alaska Native / American Indian	0				
	Asian / Pacific Islander	0				
	Black	0				
	White	1				
	Hispanic / Latino	0				
Inci	dent to arrest	1				
	Alaska Native / American Indian	0				
	Asian / Pacific Islander	0				
	Black	0				
	White	1				
	Hispanic / Latino	0				
Was C	ontraband discovered?					
Yes		17	Did th	e finding r	esult in	arrest?
				should equa		
	Alaska Native / American Indian	0	Yes		No	0
	Asian / Pacific Islander	0	Yes	0	No	0
	Black	2	Yes	0	No	2
	White	8	Yes	6	No	2
	Hispanic / Latino	7	Yes	2	No	5
No		8				
	Alaska Native / American Indian	0				
	Asian / Pacific Islander	0				
	Black	1				
	White	3				
	Hispanic / Latino	4				

Description of contraband Drugs 9 Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 1 White 4 Hispanic / Latino 4 Weapons 0 Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 0 White 0 Hispanic / Latino 0 Currency 0 Alaska Native / American Indian 0 Asian / Pacific Islander 0 **Black** 0 White 0 Hispanic / Latino 0 Alcohol 1 Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 0 White 0 Hispanic / Latino 1 Stolen property 0 Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 0 White 0 Hispanic / Latino 0 Other 7 Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 1 White 4 Hispanic / Latino 2 Result of the stop Verbal warning 941

Alaska Native / American Indian	5
Asian / Pacific Islander	18
Black	40
White	703
Hispanic / Latino	175
Written warning	304
Alaska Native / American Indian	4
Asian / Pacific Islander	8
Black	13
White	238
Hispanic / Latino	41
Citation	676
Alaska Native / American Indian	5
Asian / Pacific Islander	13
Black	24
White	446
Hispanic / Latino	188
Written warning and arrest	2
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	2
Citation and arrest	3
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	3
Hispanic / Latino	0
Arrest	3
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	3
Hispanic / Latino	0
Arrest based on	
Violation of Penal Code	2
Alaska Native / American Indian	0
Asian / Pacific Islander	0

Black	0
White	1
Hispanic / Latino	1
Violation of Traffic Law	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Violation of City Ordinance	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Outstanding Warrant	6
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	5
Hispanic / Latino	1
Was physical force resulting in bodily inju	ry used during stop?
Yes	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Resulting in Bodily Injury To:	
Suspect	0
Officer	0
Both	0
No	1929
Alaska Native / American Indian	14
Asian / Pacific Islander	39
Black	77

White

Hispanic / Latino

1393

406

0
0
0
X

Submitted electronically to the



The Texas Commission on Law Enforcement

BLANCO CO. SHERIFF'S OFFICE

01. Total Traffic Stops:	1929	ос <mark>инияния сыр_{ент}инисто</mark> с синини турь та пысь в серез (С ИН) фенни Нараний Альсан (респосывает в
		- story and the state of the st
02. Location of Stop:	NA Adoption of the Control of the Co	
a. City Street	31	1.61%
b. US Highway	1666	86.37%
c. County Road	одиналистория, и с сое вымоския шайностванно сесторо с соедо с соедо на пинанедический вышим на населений выши	3.16%
d. State Highway	171	8.86%
e. Private Property or Other	0	0.00%
03. Was Race known prior to Stop:		
a. NO	The state of the s	
b. YES	1926	99.84%
	З пиш-дажения мужь мень оператовы иниципанного мень из испеционального иниципанного иниципанного иниципанного ини	0.16%
04. Race or Ethnicity:	остояння в принцення в менят в менят в принцення в принцення в принцення в принцення в принцення в принцення в	libroorPhannerHH0000CDH000H0000CDHIIIIIllibibil provordadar variannerHunninfilibibi
a. Alaska/ Native American/ Indian	14	0.73%
b. Asian/ Pacific Islander	39	2.02%
c. Black	Постояння в постояння пост — — — — — — — — — — — — — — — — — — —	3.99%
d. White	1393	72.21%
e. Hispanic/ Latino	406	21.05%
05. Gender:		Additional distance of the second of the sec
a. Female	651	33.75%
i. Alaska/ Native American/ Indian		0.21%
ii. Asian/ Pacific Islander	12	0.62%
iii. Black	24	1.24%
iv. White	514	26.65%
v. Hispanic/ Latino	97	5.03%
b. Male	1278	66.25%
i. Alaska/ Native American/ Indian	10	0.52%
ii. Asian/ Pacific Islander		1.40%
iii. Black	53	2.75%
iv. White	879	45.57%
v. Hispanic/ Latino	309	16.02%
06. Reason for Stop:		
a. Violation of Law		
i. Alaska/ Native American/ Indian	2	0.10%
ii. Asian/ Pacific Islander	. — О придамительного и муниципального учений принцений	0.00%
··· , with 1 delic islands	0	0.00%

iii. Black	0	0.00%
iv. White	2	100.00%
v. Hispanic/ Latino	0	0.00%
b. Pre-Existing Knowledge	12	0.62%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	1	8.33%
iv. White	8	66.67%
v. Hispanic/ Latino	3	25.00%
C Maying Traffic Violation		
c. Moving Traffic Violation	1625	84.24%
i. Alaska/ Native American/ Indian	14	0.86%
ii. Asian/ Pacific Islander iii. Black	34	2.09%
iv. White	65	4.00%
	1174	72.25%
v. Hispanic/ Latino	338	20.80%
d. Vehicle Traffic Violation	290	
i. Alaska/ Native American/ Indian	###	15.03%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	5	1.72%
iv. White		3.79%
v. Hispanic/ Latino	209 65	72.07% 22.41%
	And weight of the small flow out and september 1990 (the Stat 1993) and the state of the state o	EZТ 1 /0
07. Was a Search Conducted:	Section of the Sectio	vortuettes hilleta kirkiskuut mulma appeellikuu, muuremma serkerkillussii puutellen olee vaa hasseeptestikuu
a. NO	1904	98.70%
i. Alaska/ Native American/ Indian	14	0.74%
ii. Asian/ Pacific Islander	39	2.05%
iii. Black	74	3.89%
iv. White	1382	72.58%
v. Hispanic/ Latino	395	20.75%
b. YES	25	1.30%
i. Alaska/ Native American/ Indian	O	0.00%
ii. Asian/ Pacific Islander	O	0.00%
iii. Black	3	12.00%
iv. White	очения под принципальной принципальной принципальной принципальной принципальной принципальной принципальной п П	44.00%
v. Hispanic/ Latino	11	44.00%
8. Reason for Search:		
a. Consent	7	0.36%
/16/2022		— van Michigan van van van van van van van van van v

i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	The state of the s	0.00%
iii. Black	1	14.29%
iv. White	4	57.14%
v. Hispanic/ Latino	чето постоя постигность и постигность постигностью пости	28.57%
b. Contraband in Plain View		40.57 % 0.05%
i. Alaska/ Native American/ Indian		0.0376 0.00%
ii. Asian/ Pacific Islander	Comparison of the second of th	0.00%
iii. Black	O	0.00%
iv. White	- The second of	0.00%
v. Hispanic/ Latino		100.00%
c. Probable Cause	15	0.78%
ii. Alaska/ Native American/ Indian	0	0.78%
i. Asian/ Pacific Islander	O Sensor Special Control of the State of the	натического методори и подорительного подорительного выполнения выполнения выполнения выполнения выполнения вы В подорительного выполнения выполнения выполнения выполнения выполнения выполнения выполнения выполнения выполн
iii. Black	A DOUBLE CONTROL TO COMPANIES AND CONTROL CONT	0.00%
iv. White	<u>С</u>	13.33%
v. Hispanic/ Latino	Secretaria de la constitución de	33.33%
d. Inventory	Commence of the commence of th	53.33%
i. Alaska/ Native American/ Indian	1 Decree works and the state of	0.05%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black		0.00%
iv. White	1	0.00%
v. Hispanic/ Latino	O	0.00%
e. Incident to Arrest	mananananananananananananananananananan	**************************************
i. Alaska/ Native American/ Indian	The state of the s	0.05%
ii. Asian/ Pacific Islander	Commence of the commence of th	0.00%
iii. Black	Commence of the second	0.00%
iv. White	1	
v. Hispanic/ Latino	П — — — — — — — — — — — — — — — — — — —	100.00%
	V	U.UU%
09. Was Contraband Discovered:	И Дубуту, м. н.	раническог (навъещиту ст. т. т
YES		0.88%
i. Alaska/ Native American/ Indian	поряження в поряження по продолжения по доставления по продуствення на почення по под при продуствення по прод При продуствення по продуст	0.00%
Finding resulted in arrest - YES		THE AND THE PROPERTY OF THE PR
Finding resulted in arrest - NO		#POPPER HIS revention in a state of the control of
ii. Asian/ Pacific Islander	entre control	0.00%
Finding resulted in arrest - YES	Commence of the commence of th	On U / U
Finding resulted in arrest - NO	notano per alta antigo de mangarano so con al cida depositivações de antigo de antigo de antigo de antigo de a O	Historia de la companya de la compa
iii. Black	2	11.76%
	<u> </u>	11.70/0

Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO		от на применя в применя в меня применя в
iv. White	2	
Finding resulted in arrest - YES		47.06%
Finding resulted in arrest - NO	Ст- ченосномом; нестипровых пол-турова, невышей скроповым принадательно-турований принадательно-турова	ферения и постоя на подателения на принципального предоставления в постоя в постоя в постоя в постоя на постоя
v. Hispanic/ Latino	2 	мидания нажения принципальный принципальный принципальный принципальный принципальный принципальный принципальный п
Finding resulted in arrest - YES	7 МЕМИСТОВ МОСТИТИТЕЛЬНИКИ ПОВЕТИВНИКИ ПОВЕТИВНИКИ ПОВЕТИВНИКИ ПОВЕТИВНИКИ ПОВЕТИВНИКИ ПОВЕТИВНИКИ ПОВЕТИВНИКИ ПО	41.18%
Finding resulted in arrest - NO	2	namentalis a specific (1111) and we will assume that the design that the design of the comments around a second assume that the specific that the comments are the comments of
b. NO	To the second se	Manufachidan yang untuk kan yang untuk ka da da mayak da kan yang untuk kan yang untuk kan da da da da da da d
i. Alaska/ Native American/ Indian	8	0.41%
i. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	1	12.50%
v. Hispanic/Latino	3	37.50%
v. I iispanicy Laurino	4	50.00%
10. Description of Contraband:		agastaryen agastara kilika wana malahaya masa diba sehimi awan sa kawa masa kaya wa asa kaya kaya kaya malaha m
a. Drugs		erum waa ahaan qoo ahaa ahaa ahaa ahaa ahaa ahaa ahaa
i. Alaska/ Native American/ Indian	9	0.47%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	1	11.11%
v. Hispanic/ Latino	4	44.44%
b. Currency	4	44.44%
	O	0.00%
i. Alaska/ Native American/ Indian	0	лашим у уружда Цистот чиший антогоруют примейт у отмун <mark>та</mark> может применення у отмун на применення на приме
ii. Asian/ Pacific Islander iii. Black	0	as parasishti timo omenatama, soma maskisomuskistomuskistosististomo odelikoji meso sususkisto.
Control of the Contro		professionare and who while (AMMERICE) SCHOOLS (AMMERICAN AMMERICAN AMMERICA
iv. White	O	ectimesemblescentillusesituskipistististiskas varava apara antumistististististististas parameteristististist
v. Hispanic/ Latino	0	ениндеринессиифтеринеский каке при
c. Weapons	0	0.00%
i. Alaska/ Native American/ Indian	0	оминициальную прединирования с простима объемення в предоставления объемення в предоставления объемення в предоставления объемення в предоставления в предостав
ii. Asian/ Pacific Islander	0	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
iii. Black	0	A A TO COMPLETE TO THE SECOND
iv. White	0	Maria Company
v. Hispanic/ Latino	0	The second secon
d. Alcohol	1	0.05%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	O	0.00%
iv. White	0	0.00%

v. Hispanic/Latino		100.00%
e. Stolen Property		0.00%
i. Alaska/ Native American/ Indian		
ii. Asian/ Pacific Islander	O HERMANDONISCHE - PROGE E-LILLE GEOGRAFIA-HERMANDUNG HAR DE STANDER GEOGRAFIA - A FORMANDING HAR MINISCHE HERMAND HER	The state of the s
iii. Black	0	один (Сверен и при от
iv. White	0	то по подпитивания в постория в постория в в постория в в постория в постори
v. Hispanic/ Latino	O	от на при достигний и в него подостигний и в него подостигний на подостигний на подостигний на подостигний на п
f. Other	7	0.36%
i. Alaska/ Native American/ Indian	0	0.00%
i. Asian/ Pacific Islander	0	0.00%
iii. Black	1	14.29%
iv. White	4	57.14%
v. Hispanic/ Latino	2	28.57%
11. Result of Stop:		новиция до достоя пред динам до достоя д На применя до достоя
a. Verbal Warning		ower chickey functions to the common to the
i. Alaska/ Native American/ Indian	941	48.78%
ii. Asian/ Pacific Islander	5	0.53%
iii. Black	18	1.91%
iv. White		4.25%
v. Hispanic/ Latino	703	74.71%
	175	18.60%
b. Written Warning	304	15.76%
i. Alaska/ Native American/ Indian	4	1.32%
ii. Asian/ Pacific Islander	8	2.63%
iii. Black	13	4.28%
iv. White	238	78.29%
v. Hispanic/ Latino	41	13.49%
c. Citation	676	35.04%
i. Alaska/ Native American/ Indian	5	0.74%
ii. Asian/ Pacific Islander	13	1.92%
iii. Black	24	3.55%
iv. White	1446	65.98%
v. Hispanic/ Latino	188	27.81%
d. Written Warning and Arrest	2	0.10%
i. Alaska/ Native American/ Indian	One-and an experience of the second of the s	0.00%
ii. Asian/ Pacific Islander	O	0.00%
iii. Black	O	0.00%
v. White	C	0.00%
v. Hispanic/ Latino	2	100.00%

e. Citation and Arrest i. Alaska/ Native American/ Indian		0.16%
ii. Asian/ Pacific Islander		0.00%
iii. Black	O contracting and a contracting contractin	0.00%
iv. White		0.00%
	3	100.00%
v. Hispanic/ Latino f. Arrest	0	0.00%
	3	0.16%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	3	100.00%
v. Hispanic/ Latino	O consequence or a proper consequence of the conseq	0.00%
12. Arrest Based On:	**************************************	
a. Violation of Penal Code		
i. Alaska/ Native American/ Indian	2	0.10%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	0	0.00%
v. Hispanic/ Latino	1	50.00%
o. Violation of Traffic Law	1	50.00%
i. Alaska/ Native American/ Indian	O	0.00%
ii. Asian/ Pacific Islander	O	у» акаж ыннаженне, меренекар еренектек жаруу акжа жазын акажын аккажы
iii. Black	0	иминичниканан политиратиратира («Адма», эксперия финикосопира «Контина» инс
iv. White	0	retinger processor and consistency of the constitution of the cons
	0	TO THE COLUMN AND A SECOND
v. Hispanic/ Latino	0	HIZUINIBSenip 2864/https://www.new.en.com/graduseneeeeutimak.iiii.iiipihtiiki:28884.com/
. Violation of City Ordinance	O	0.00%
i. Alaska/ Native American/ Indian	0	O Bijanovino - Governo Agrico - Silve Ciralina diplassocomi - Amerika Agrico - Amerika
ii. Asian/ Pacific Islander	O	and the second s
iii. Black	О	жина и при при при при при при при при при п
iv. White	омень принципальный принценти и принценти	
v. Hispanic/ Latino		**************************************
l. Outstanding Warrant	6	0.31%
. Alaska/ Native American/ Indian	O and the control of	0.00%
i. Asian/ Pacific Islander	Colf Layer appropriate to the colf Layer and L	0.00%
ii. Black	0	0.00%
v. White	5	83.33%
/. Hispanic/ Latino	1	16.67%

13. Wa	s Physical	Force	Used:
	o i iiyoicai	I OICE	USEU.

a. NO	менения друг, от долго от простинения выправления на простинения выправления выпра	errerebut an destilituenterrere a marrier i tri d'éminative de l'approprie de service de l'approprie	THE CONTRACT OF THE CONTRACT O
i. Alaska/ Native American/ Indian	1929	100.00%	1004-14-14 \$5,000-044 \$4.11 \$000-04-14-14-14-04-14-14-14-14-14-14-14-14-14-14-14-14-14
ii. Asian/ Pacific Islander	14	0.73%	
the great of the control of the cont	39	2.02%	THE STATE OF THE S
iii. Black	77	3.99%	HADISTAN III SANIMATAMAAN AMAY AMAY AMAY AMAY AMAY AMAY AMAY
iv. White	1393	72.21%	er titti kokitta titi i joolisha aanti yoosa taraannoona alaannoona andisha araatoonada taajat
v. Hispanic/ Latino	406	21.05%	**************************************
b. YES	Projection of the Control of the Con	transference of the second	erritation biochical (section) (in coloridation) creditions in the city of the coloridation (section) (section)
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ii. Asian/ Pacific Islander	O		
AND	0		
iii. Black	0	7. (1) (1) (1) (1) (1) (1) (1) (1) (1) (1)	THE RESERVE THE PROPERTY OF TH
iv. White	O	MANIAH HABBURTAN O PARLUA (MICANIAN MICHINI) AND	
v. Hispanic/ Latino	0	gy ranken in ulyan yann older soonder tale stendar is a seeminen older is yan, bull on on ye stallde de systeman.	
b 1. YES: Physical Force Resulting in Bodily Injury to Suspect	О	STREET,	**************************************
b 2. YES: Physical Force Resulting in Bodily Injury to Officer		нишкоска населена на комплектический инжерации.	eriodo de mentro de destante que en masse discovere y resultante de se del Cològni que proposito.
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14. Total Number of Racial Profiling Complaints Received:	O		And the second section of the section of the second section of the section of the second section of the section of th
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REPORT DATE COMPILED 02/02/2022	The second secon		PRESENTATION OF THE STATE OF TH



Land/Ground Lease Agreement

This Land/Ground Lease Agreement (this "Agreement") is entered into as of the day of				
"Landlord") and Glamp King LP ("Tenant"). Each Landlord and Tenant may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."				
For g	ood and valuable consideration stated herein, the sufficiency of which is hereby acknowledged, the Parties as follows:			
1	 Agreement to Lease. Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord, according to the terms and conditions set forth herein, the following real estate (the "Site"): As shown in Exhibit. 			
2	Purpose. The Site may be used and occupied only for the following purpose (the "Permitted Use"): gravel parking lot for adjacent "glamping" operation and for use by the general public. Nothing herein shall give Tenant the right to use the Site for any other purpose without the prior written consent of Landlord. Landlord makes no representation or warranty regarding the legality of the Permitted Use, and Tenant will bear all risk of any adverse change in applicable laws. The site shall not be used for glamping/camping.			
3.	Term. This Agreement shall commence on the day of, 2022, and end one year after the commencement date (the "Term,"). This lease shall automatically renew for additional one-year terms unless either Party provides written notice to the other of its intent to terminate, or non-renew at the end of the Term or renewal period. If Landlord's lease is terminated, Blanco County, the owner of the property, may terminate the lease upon 30 days prior notice.			
4.	Rent. Tenant will pay Landlord rent in advance \$500.00 in monthly installments due on the 1 st day of each month during the Term. Rent for any period during the Term which is for less than one month will be a pro rata portion of the monthly installment.			
5.	Late Fee. Rent paid after the 1 st day of each month will be deemed as late; and if rent is not paid within four (4) days after such due date, Tenant agrees to pay a late charge of \$100.00 plus \$10.00 each additional day late.			
6.	Taxes. Landlord shall pay all taxes or assessments which are levied or charged on the Site during the Term.			
7.	Utilities. Tenant shall pay the cost of all utility services during the Term, including but not limited to gas, water and electricity used on the Site.			

- 8. Delivery of Possession. Landlord will deliver exclusive and lawful possession of the Site to Tenant on the start date of the Term. In the event Landlord is unable to give possession of the Site to Tenant on such date, Landlord will not be subject to any liability or such failure, the validity of this Agreement will not be affected, and the Term will not be extended. Tenant will not be liable for rent until Landlord gives possession of the Site to Tenant. During the Term of the lease, or any renewal Term, Tenant shall be solely responsible for the maintenance and upkeep of the Site, including but not limited to assuring that the Site is safe and free from defects.
- 9. Conditions Precedent. Prior to the start date of the Term, Landlord shall satisfy the following conditions:
 - I. Confirm by writing to the Tenant that the site has been cleared of any and all occupants.
 - II. Represent and warrant that it owns good and indefeasible title in and to the Site and has full right and authority to make this Lease.
- **10. Holdover Tenancy**. Unless this Agreement has been extended by mutual written agreement of the Parties, there will be no holding over past the Term under the terms of this Agreement under any circumstances.
- 11. Condition of the Site. Tenant has examined the Site and accepts the Site in its current condition "AS IS" and "WITH ALL FAULTS." Except as expressly set forth herein, Landlord makes no representation OR warranty, express or implied, or arising by operation of law, including but not limited to, any warranty of fitness for a particular purpose, merchantability, habitability, SUITABILITY, or condition. Tenant acknowledges that Tenant has not relied on any representations or warranties by Landlord in entering this Agreement. Tenant shall be responsible for keeping the Site safe and free from defects.
- 12. Use of Site. Tenant agrees to use the Site only for the Permitted Use and will not commit waste upon the Site. Tenant will, at its sole expense, maintain the Site in good repair and make all necessary repairs thereto. Tenant will not use the Site for any unlawful purpose or in any manner that will materially harm Landlord's interest in the Site.
- 13. Improvements and Alterations. Tenant may not make improvements, alterations, additions, or other changes to the Site without the written approval of the Landlord including, but not limited to, fences or other improvements. Tenant agrees that any construction will be performed in a good and workmanlike manner and will comply with all applicable laws. All improvements, alterations, additions, or other changes to the Site shall become the property of the Landlord upon the termination of this Agreement. Tenant shall not have the right to erect any sign related to its business.
- 14. Leasehold Mortgage. Tenant does not have the right to grant a mortgage, deed of trust, or other security instrument in Tenant's interest to the Site (the "Leasehold Mortgage") to secure repayment of a loan made to Tenant to finance construction of any improvements made to the Site during the Term. In no event will any interest of Landlord in the Site be pledged as collateral for or be subordinate to any Leasehold Mortgage.

- 15. No Mechanics Lien. Tenant will not permit any mechanics or other liens to be filed against Landlord's interest to the Site as a result of any work performed for or obligations incurred by Tenant. Tenant will indemnify Landlord for any liability, cost, or expense, including attorney's fees, in the event any such lien is filed.
- 16. Permits and Approvals. Tenant will be responsible for obtaining all licenses, permits, and approvals required by any federal, state or local authority in connection with its use of the Site. Landlord will cooperate with Tenant and provide the necessary documents to obtain such licenses, permits and approvals.
- 17. Insurance. At all times during the Term, Tenant will maintain insurance for the Site covering:
 - Property Insurance. Property insurance covering all of Tenant's improvements, equipment, and other personal property located on the Site.
 - II. General Liability. Commercial liability insurance covering bodily injury, death or property damage in an amount not less than \$100,000.00 per occurrence.
 - III. Tenant shall carry Landlord as "additional insured" on all required insurance policies.
- 18. Waiver of Subrogation. Landlord and Tenant each waive any and all claims or rights to recovery against the other Party for any loss or damage to the extent such loss or damage is covered by insurance or would be covered by insurance as required under this Agreement. Landlord and Tenant will cause each insurance policy carried by Landlord or Tenant relating to the Site to include or allow a full waiver of any such subrogation claims.
- 19. Indemnification. To the extent permitted by law, Tenant agrees to indemnify, defend, and hold harmless Landlord and/or Owner from any and all claims, actions, liabilities, suits, demands, damages, losses or expenses, including attorneys' fees, arising out of or relating to (i) Tenant's use and occupancy of the Site, (ii) any work done by or on behalf of Tenant on Site, (iii) Tenant's negligence or willful misconduct or/or (iv) Tenant's breach or default of any terms of this Agreement, provided however, Tenant's obligations under this section shall not extend to any claims actions, liabilities, suits, demands, damages, losses or expense arising from the sole negligence or willful misconduct of Landlord.
- **20.** Access to Site. Landlord or its agents shall have access to the Site at all times. During the month that the Landlord holds its annual fair and rodeo, the Landlord and its agents shall have full access to Site, and Tenant shall make arrangements to ensure Site is available and cleared of all property.
- 21. Default. The following shall each constitute an "Event of Default" by Tenant:
 - Tenant fails to make any required payment due under this Agreement.
 - II. Tenant fails to perform an obligation or condition or to comply with any term or provision of this Agreement.
 - III. Tenant files a petition for bankruptcy, reorganization or similar relief, or makes an assignment for the benefit of creditors.
- **22. Termination by Landlord.** Upon the occurrence of an Event of Default by Tenant which continues for a period of thirty (30) days after receiving written notice of the default from Landlord, Landlord has the

- right to terminate this Agreement and take possession of the Site. Landlord's rights hereunder shall be in addition to any other right or remedy now or hereafter existing at law or equity.
- 23. Termination by Tenant. In the event of a breach by Landlord or any of its obligations, covenants, or agreements under this Agreement which continues for a period of thirty (30) days after receiving written notice of the breach from Tenant, Tenant has the right to terminate this Agreement, upon written notice to Landlord, without penalty. Landlord shall return to Tenant any prepaid or prorated rent if Tenant terminates this Agreement pursuant to this section.
- 24. Surrender of the Site. Tenant shall return the Site to the Landlord upon termination of this Agreement in good condition and repair, ordinary wear and tear expected. Within sixty (60) days following the termination of this Agreement, Tenant will remove all equipment, materials, fixtures and other personal property belonging to Tenant from the Site. Any property left on the Site after sixty (60) days following the termination of this Agreement will be deemed to have been abandoned by Tenant and may be retained by Landlord.
- **25. Subordination.** This Agreement and Tenant's right hereunder shall be subject and subordinate in all respects to any mortgage, deed of trust, or other lien now or hereinafter incurred by Landlord or Owner. Upon request of Landlord or Owner, Tenant will enter into a subordination agreement or other customary form as required by the lien holder.
- **26. No Partnership.** Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture or any other fiduciary relationship between the Parties other than that of Landlord and Tenant. Neither Party is authorized to act as an agent or on behalf of the other Party.
- 27. Condemnation. In the event that all or a material portion of the Site necessary for Tenant's Permitted Use of the Site is taken for any public or quasi-public use under any governmental law, ordinance or regulation or by the right of eminent domain, this Agreement shall terminate of the date of such taking, and all rent under this Agreement shall be prorated and paid to such date. In the event such taking is less than a material portion of the Site, this Agreement shall remain in full force and effect; provided however, the rent due under this Agreement shall be reduced to such extent as may be fair and reasonable under the circumstances. Landlord and Tenant shall each be entitled to receive and retain such separate awards and portions of lump sum awards as may be allocated to their respective interests in any condemnation proceedings.
- 28. Limitation of Liability. Landlord is not responsible or liable for any loss, claim, damage or expense as a result of any accident, injury or damage to any person or property occurring anywhere on the Site, unless resulting from the negligence or willful misconduct of Landlord. Owner is not responsible or liable for any loss, claim, damage or expense as a result of any accident, injury or damage to any person or property occurring anywhere on the Site, unless resulting from the negligence or willful misconduct of Owner.

- **29. Assignment of Subletting.** Tenant will not assign this Agreement as to all or any portion of the Site or make or permit any total or partial sublease or other transfer of all or any portion of the Site without Landlord's consent.
- **30. Quite Enjoyment.** If Tenant pays the rent and performs all other obligations under this Agreement, Tenant may peaceably and quietly hold and enjoy the Site during the Term.
- 31. Force Majeure. In the event that Landlord or Tenant shall be delayed or hindered in or prevented from the performance of any act other that Tenant's obligation to make payments of rent, additional rent, and other charges required hereunder, by reason of strikes, lockouts, unavailability of materials, failure of power, restrictive governmental laws or regulations, riots, insurrections, the act, failure to act, or default of the other Party, war or other reason beyond its controls, then performance of such act shall be excused for the period of the delay and the period for the performance of such act shall be extended for a period equivalent to the period of such delay.
- **32. Notices.** All notices given under this Agreement must be in writing. A notice is effective upon receipt and shall be delivered in person, sent by overnight courier service or sent via certified or registered mail, addressed to Landlord or Tenant at the address stated below, or to another address that either Party may designate upon reasonable notice to the other Party.

Blanco County Fair & Rodeo Association PO Box 261 Johnson City, TX 78636

CWJC1 LLC. 3801 N Capitol of TX Hwy Austin, TX 78746

- **33. Further Assurances.** Each Party hereto agrees to execute and deliver any additional documents and to do all such other acts as may be necessary to carry out this Agreement and each Party's rights and interests in this Agreement.
- **34. No Waiver.** No Party shall be deemed to have waiver any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly in writing.
- **35. Severability.** If any provision of the Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue t be valid, legal, and enforceable as though the invalid or unenforceable parts has not been included in this Agreement.
- **36. Successors and Assignees.** This Agreement will inure to the benefit of and be binding upon the Parties and their respective permitted successor and assigns.

- **37. Governing Law.** The Terms of this Agreement shall be governed exclusively by the laws of the State of Texas, without regard to its conflicts of laws rules.
- **38. Disputes.** Any dispute arising from this Agreement shall be resolved through mediation. If the dispute cannot be resolved through mediation, then the dispute will be resolved though binding arbitration conducted in accordance with the rules of the American Arbitration Association.
- **39. Entire Agreement.** This Agreement constitutes the entire understanding between the Parties and supersedes and cancels all prior arrangements of the Parties, whether oral or written, with respect to the Site.

IN WITTNESS WHEREOF, the Parities hereto, individually or by their duly authorized representative have executed this Agreement as of the Effective Date.

 Landlord Signature	Blanco County Fair & Rodeo Association
	Landlord Full Name
	Glamp King LP
Tenant Signature	Tenant Full Name

Spypoint Link-S Camera Set Usage Agreement

The Capital Area Council of Governments is making 5 Spypoint Link-S Cellular Camera Sets available for use for investigating environmental crimes, subject to the following terms.

1. Parties

The Capital Area Council of Governments (CAPCOG	s) is making the Spypoint Camera Set #
(111D) C	(User). By signature below, the User agrees
to the terms of this Agreement.	,

2. Fees and Expenses

There are no fees for the use of the Spypoint Link-S Cellular Camera Set under this agreement.

3. Nature of User

In order to borrow and use the Spypoint Link-S Cellular Camera Set, User certifies that it meets the following criteria.

- 1) User is a government entity located in one of the following counties: Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, and Williamson;
- 2) User may not be in default under any grant projects funded by the Capital Area Council of Governments (CAPCOG).

4. Conditions of Use

User agrees to use the Spypoint Link-S Cellular Camera Set in accordance with the following conditions:

- User shall only use the Spypoint Link-S Cellular Camera Set for its intended purpose of investigating environmental crimes.
- User agrees to use the Spypoint Camera Set for a minimum of 7 days every 3 months.
- 3) User agrees to operate Spypoint Link-S Cellular Camera Set equipment in accordance with written and verbal instructions.
- 4) User agrees to report the following information every 3 months:
 - a. Number of hours used
 - b. Number of illegal dumping sites investigated
 - c. Number of violators identified
 - d. Number of misdemeanor and felony cases investigated

Capital Area Council of Governments Regional Environmental Task Force Spypoint Link-S Cellular Camera Set Usage Agreement

5. WAIVER AND INDEMNIFICATION OF LIABILITY

To the extent allowed by Texas law, User agrees to indemnify and hold harmless CAPCOG, its officers, directors, agents, or employees for any and all property damage, claims, losses, lawsuits, judgments and/or expenses including attorney fees, in any way occurring, incident to, arising out of or in connection with the handling, condition, properties, use or misuse of the Spypoint Link-S Cellular Camera Set, equipment and supplies regardless of whether such property damage is incurred by User of other third party.

User certifies that he has read and understands this agreement. User agrees to be bound by the terms herein and agrees that it has met and will meet all conditions in this document.

Agreed To By:	
Authorized User Agent Signature	Date
	<i>7</i> ———
Printed Name of User Agent	User Agent E-mail Address
User Agent Organization or Agency	
Authorized CAPCOG Agent	Date

Racial Profiling Report | Full

Agency Name: BLANCO CO. CONST. PCT. 1

Reporting Date: 02/17/2022 TCOLE Agency Number: 031101

Chief Administrator: PATRICK J. FISHER

Agency Contact Information: Phone: (830) 265-3222

Email: pfisher@co.blanco.tx.us

Mailing Address:

206 S. Hwy 281, Ste.# 4 Johnson City, TX 78636

This Agency filed a full report

BLANCO CO. CONST. PCT. 1 has adopted a detailed written policy on racial profiling. Our policy:

- 1) clearly defines acts constituting racial profiling;
- 2) strictly prohibits peace officers employed by the $\underline{BLANCO\ CO.\ CONST.\ PCT.\ 1}$ from engaging in racial profiling;
- 3) implements a process by which an individual may file a complaint with the <u>BLANCO CO. CONST. PCT. 1</u> if the individual believes that a peace officer employed by the <u>BLANCO CO. CONST. PCT. 1</u> has engaged in racial profiling with respect to the individual;
- 4) provides public education relating to the agency's complaint process;
- 5) requires appropriate corrective action to be taken against a peace officer employed by the <u>BLANCO CO. CONST. PCT. 1</u> who, after an investigation, is shown to have engaged in racial profiling in violation of the <u>BLANCO CO. CONST. PCT. 1</u> policy;
- 6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:
 - a. the race or ethnicity of the individual detained;
 - b. whether a search was conducted and, if so, whether the individual detained consented to the search;
 - c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
 - d. whether the peace officer used physical force that resulted in bodily injury during the stop;
 - e. the location of the stop;
 - f. the reason for the stop.
- 7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
 - a. the Commission on Law Enforcement; and
 - b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The BLANCO CO. CONST. PCT. 1 has satisfied the statutory data audit requirements as prescribed in Article 2.133

(c), Code of Criminal Procedure during the reporting period.

Executed by: Joshua F Bucy Chief Deputy

Date: 02/17/2022

Total stops: 138

Street address and the state of	
Street address or approximate location of	the stop
City street	3
US highway	101
County road	5
State highway	29
Private property or other	0
Was race or ethnicity known prior to stop	?
Yes	0
No	138
Race / Ethnicity	
Alaska Native / American Indian	0
Asian / Pacific Islander	0
	3
Black	1
White	103
Hispanic / Latino	31
Gender	
Female	37
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	28
Hispanic / Latino	8
Male	101
Alaska Native / American Indian	0
Asian / Pacific Islander	3
Black	0
White	75
Hispanic / Latino	23
•	
Reason for stop?	
Violation of law	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0

	Hispanic / Latino	0
Pre	existing knowledge	0
	Alaska Native / American Indian	0
	Asian / Pacific Islander	0
	Black	0
	White	0
	Hispanic / Latino	0
Mov	ring traffic violation	120
	Alaska Native / American Indian	0
	Asian / Pacific Islander	2
	Black	1
	White	93
	Hispanic / Latino	24
Veh	icle traffic violation	18
	Alaska Native / American Indian	0
	Asian / Pacific Islander	1
	Black	0
	White	10
	Hispanic / Latino	7
Was a	search conducted?	
Yes		4
	Alaska Native / American Indian	0
	Asian / Pacific Islander	0
	Black	
	White	0
		2
No	Hispanic / Latino	2
NO		134
	Alaska Native / American Indian	0
	Asian / Pacific Islander	3
	Black	1
	White	101
	Hispanic / Latino	29
Reason	n for Search?	
Cons		2
3011	Alaska Native / American Indian	0
	Asian / Pacific Islander	0
	Black	0
	White	0
		J

	Hispanic / Latino	2				
Con	traband	0				
	Alaska Native / American Indian	0				
	Asian / Pacific Islander	0				
	Black	0				
	White	0				
	Hispanic / Latino	0				
Prob	bable	1				
	Alaska Native / American Indian	0				
	Asian / Pacific Islander	0				
	Black	0				
	White	1				
	Hispanic / Latino	0				
Inve	ntory	1				
	Alaska Native / American Indian	0				
	Asian / Pacific Islander	0				
	Black	0				
	White	1				
	Hispanic / Latino	0				
Incid	dent to arrest	0				
	Alaska Native / American Indian	0				
	Asian / Pacific Islander	0				
	Black	0				
	White	0				
	Hispanic / Latino	0				
Was Co	ontraband discovered?					
Yes		2	Did th	e finding	g result in	arrest?
					qual previοι	
	Alaska Native / American Indian	0	Yes		 No	0
	Asian / Pacific Islander	0	Yes	0	No	0
	Black	0	Yes	0	No	0
	White	1	Yes	1	No	0
	Hispanic / Latino	1	Yes	0	No	1
No		2				
	Alaska Native / American Indian	0				
	Asian / Pacific Islander	0				
	Black	0				
	White	1				
	Hispanic / Latino	1				

Description of contraband Drugs 1 Alaska Native / American Indian 0 Asian / Pacific Islander 0 **Black** 0 White 1 Hispanic / Latino 0 Weapons 0 Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 0 White 0 Hispanic / Latino 0 Currency 0 Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 0 White 0 Hispanic / Latino 0 Alcohol 1 Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 0 White 0 Hispanic / Latino 1 Stolen property 0 Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 0 White 0 Hispanic / Latino 0 Other 0 Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 0 White 0 Hispanic / Latino 0 Result of the stop 32 Verbal warning

Asian / Pacific Islander Black White Hispanic / Latino Asian / Pacific Islander Hispanic / Latino Asian / Pacific Islander Black White Asian / Pacific Islander Black White Hispanic / Latino Citation Asian / Pacific Islander Black White Hispanic / Latino Citation Asian / Pacific Islander Black White Hispanic / Latino Written warning and arrest Alaska Native / American Indian Asian / Pacific Islander Black White Alaska Native / American Indian Asian / Pacific Islander Citation and arrest Alaska Native / American Indian Asian / Pacific Islander Black White Hispanic / Latino Citation and arrest Alaska Native / American Indian Asian / Pacific Islander Black White Hispanic / Latino Arrest Alaska Native / American Indian Asian / Pacific Islander Black White Hispanic / Latino Arrest Alaska Native / American Indian Asian / Pacific Islander Black White Hispanic / Latino Arrest based on Violation of Penal Code Alaska Native / American Indian Asian / Pacific Islander	Alaska Native / American Indian	0
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	White	0
	Hispanic / Latino	2
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	Black	0
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Viol	Hispanic / Latino	1
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	Asian / Pacific Islander	0
	Black	0
	White	0
	Hispanic / Latino	0
Outs	standing Warrant	0
Outs	Alaska Native / American Indian	0
	Asian / Pacific Islander	0
	Black	0
	White	0
	Hispanic / Latino	0
	mapaine / Latino	0
Was ph	ysical force resulting in bodily inju	rv used during ston?
Yes		0
	Alaska Native / American Indian	0
	Asian / Pacific Islander	0
	Black	0
	White	0
	Hispanic / Latino	0
	Resulting in Bodily Injury To:	
	Suspect	0
	Officer	0
	Both	0
No		138
	Alaska Native / American Indian	0
	Asian / Pacific Islander	3
	-	

Black

White

Hispanic / Latino

1

103

31

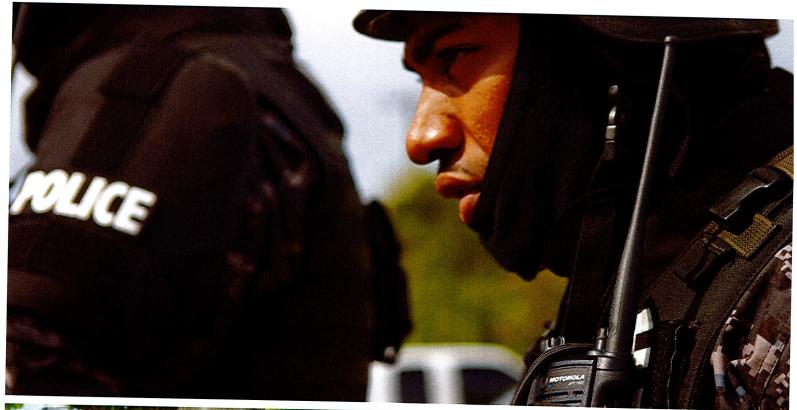
Number of complaints of racial profiling	
Total	0
Resulted in disciplinary action	0
Did not result in disciplinary action	0
Comparative Analysis	
Use TCOLE's auto generated analysis	X
Use Department's submitted analysis	
Optional Narrative	
N/A	

Submitted electronically to the



The Texas Commission on Law Enforcement









Blanco County Constable #4

Blanco Co Constable #4 APX4000 03/07/2022

The design, technical, pricing, and other information ("Information") furnished with this submission is confidential proprietary information of Motorola Solutions, Inc. or the Motorola Solutions entity providing this quote anyone other than those required to evaluate the Information without the express written permission of Motorola.

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03/07/2022

Blanco County Constable #4 P O BOX 471 JOHNSON CITY, TX 78636

RE: Motorola Quote for Blanco Co Constable #4 APX4000 Dear CHRIS LIESMANN,

Motorola Solutions is pleased to present Blanco County Constable #4 with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

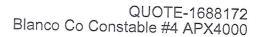
This information is provided to assist you in your evaluation process. Our goal is to provide Blanco County Constable #4 with the best products and services available in the communications industry. Please direct any questions to Henry Araiza at henry.araiza@bearcom.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Henry Araiza MR Account Manager

Motorola Solutions Manufacturer's Representative





Billing Address:
BLANCO COUNTY
P O BOX 471
JOHNSON CITY, TX 78636
US

Quote Date:03/07/2022 Expiration Date:06/05/2022 Quote Created By: Henry Araiza MR Account Manager henry.araiza@bearcom.com 210-722-5924

End Customer:
Blanco County Constable #4
CHRIS LIESMANN
blcomm3@co.blanco.tx.us

Contract: 17724 - HGAC (TX)

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1	RLN4941BXL	RX ONLY EXTRA LOUD EARPIECE W/TRANSLUCENT TUBE	1	\$91.80	\$67.01	\$67.01
	Product Services					
2	LSV00Q00202A	DEVICE PROGRAMMING	1	\$557.14	\$557.14	\$557.14
	APX™ 6000 Series	APX6000				
3	H98KGF9PW6BN	APX6000 VHF MHZ MODEL 2.5 PORTABLE	1	\$3,595.00	\$2,624.35	\$2,624.35
3а	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	1	\$6.00	\$4.38	\$4.38
3b	G996AU	ADD: PROGRAMMING OVER P25 (OTAP)	1	\$110.00	\$80.30	\$80.30
3с	QA01767AT	ADD: P25 LINK LAYER AUTHENTICATION	1	\$110.00	\$80.30	\$80.30
3d	Q667BB	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	1	\$0.00	\$0.00	\$0.00
3e	Q361AR	ADD: P25 9600 BAUD TRUNKING	1	\$330.00	\$240.90	\$240.90
3f	Q58AL	ADD: 3Y ESSENTIAL SERVICE	1	\$121.00	\$121.00	\$121.00
3g	QA00580AC	ADD: TDMA OPERATION	1	\$495.00	\$361.35	\$361.35



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



QUOTE-1688172 Blanco Co Constable #4 APX4000

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
3h	H38BT	ADD: SMARTZONE OPERATION	1	\$1,320.00	\$963.60	\$963.60
3i	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	1	\$567.00	\$413.91	\$413.91

Grand Total

\$5,514.24(USD)

Notes:

 Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to





Marked as PO/ Contract/ Notice to Proceed on Company Letterhead (PO will not be processed without this)

PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

Bill-To Name on PO must be equal to the Legal Bill-To Name

Bill-To Address

Ship-To Address (If we are shipping to a MR location, it must be documented on PO)

Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO) $\frac{1}{2} \left(\frac{1}{2} \right) = \frac{1}{2} \left(\frac{1}{2} \right) \left(\frac{1}{2}$

PO Amount must be equal to or greater than Order Total

Non-Editable Format (Word/ Excel templates cannot be accepted)

Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept

Ship To Contact Name & Phone #

Tax Exemption Status

Signatures (As required)

COUNTY JUDGES & COMMISSIONERS ASSOCIATION OF TEXAS

COMMISSIONERS EDUCATION CERTIFICATE OF COMPLETION

This is to certify that

Tommy Weir Blanco County Commissioner

has successfully completed the continuing education provisions of Article 81.0025 of the Texas Local Government Code

2021

Debbie Gonzales Ingalsbe, Chair Commissioners Education Committee

Dellin D'Igille

Rick Bailey, President
County Judges and Commissioners
Association of Texas

COUNTY JUDGES & COMMISSIONERS ASSOCIATION OF TEXAS

COMMISSIONERS EDUCATION CERTIFICATE OF COMPLETION

This is to certify that

Chris Liesmann Blanco County Commissioner

has successfully completed the continuing education provisions of Article 81.0025 of the Texas Local Government Code

2021

Debbie Gonzales Ingalsbe, Chair Commissioners Education Committee

Dellin D'Igolde

Rick Bailey, President

County Judges and Commissioners

Association of Texas

ANDERSON MACHINERY AUSTIN, INC.

P.O. BOX 140916 AUSTIN, TEXAS 78714-0916 PHONE 512-272-8133 FAX 512-272-8136 www.andersonmachinerytexas.com



SALE INVOICE

Invoice #:	A2018.1					
Customer #:	482870	<u>_</u>		Date:		3/14/2022
Sold To:	51					
Address:	Blanco Cou					
	PO Box 471			_		
City & State:	Johnson Ci	ry, 1X 78636		-		
Ship To:	FOB Manor	yard				
Address:	_			-		
City & State:				-		
				- I®		
Equipment In	formation:	One(1)Used Lee Boy 685B		47765	\$	(35,000.00)
Trade in						(==,===,
Haue III						
Freight:					-	
Trade-In*/Disc				•		
*(List Make, Mod	del and s/n)					
Net Selling Pr	ice:					100.000
Taxes:	exempt	Tax ID #:	Local Tax Rate:	0.000%	\$	(35,000.00)
			Diesel Surcharge:	0.000%		•
			Inventory Tax:			-
Total Cash Pu	rchase Price		mrontory rux.	0.0000070	\$	(35,000.00)
Develop E-						
Payable as Fo Special Terms	•	Credit to Account only to be u	sed towards the pure	hase of 65-8	: s/ı	n 10311,
Special Terms Comments,	,	expiring 3/30/2023				
Comments, And/Or Condit	tione:					
Oonun	uvila.					

TERMS: AS LISTED ABOVE OR NET 30. THIS INVOICE PAYABLE IN AUSTIN, TRAVIS COUNTY, TEXAS

Account over 30 days are subject to 1-1/2% service charge (annual rate 18%), and all costs of collection, including reasonable attorney's fees. Seller makes no warranties which extend beyond the description on the face hereoff, ad Seller's responsibility ceases upon receipt by carrier. No returns without prior permission and handing charge on all returns. Prices subject to change without notice. Finance charges will be charged on past due accounts.

PLEASE REMIT TO:

ANDERSON MACHINERY AUSTIN, INC. P O. BOX 140916 AUSTIN, TX 78714-0916



LEASE & RENTAL AGREEMENT

Lessee: Blanco County

Address: PO Box 471 Johnson City, Texas 78636

Desc	ription	·	Equipment #
Noram 65E Motorgrader			4494
			Serial #
Quarterly payments to begin upon delive	ry of equipment		10311
75% Applied to purchase price (up to 12	months)		Equipment Value
Guaranteed Term:			\$ 165,000.00
Purchase Order#	Single shift base rate per Q (90)Days	uarter	\$ 15,000.00
	Ir	nsurance	Customer Provided
Delivery & Pickup		Subtotal	\$ 15,000.00
Lessor Lessee Charges	HET	0.0000%	\$ -
Jobsite Location	TERP	0.00%	\$ -
	Sales Tax	0.00%	\$ -
uel: Unit will be furnished with a full tank of fuel on d	Total due per Q	Jarter -	\$ 15,000.00

Fuel: Unit will be furnished with a full tank of fuel on delivery. Lessee agrees to return the unit with a full tank or reimburse the Lessor for the cost of filling the fuel tank. Any unit that requires def fluid will be handled the same way as fuel.

Repair: Lessee agrees to pay repair cost except normal wear. Lessee also agrees to pay for high wear items like cutting edges, teeth, tires, hammer points and undercarriage (tires and undercarriage will pro-rated) Lessee agrees that the time required to complete repairs to the above described equipment after return from rental, whether necessitated by physical damage and covered by Lessee's insurance or resulting from repairs, required as a damage beyond normal wear, will be billed at 50% of the appropriate single shift base rate above and Lessee agrees to pay the charges therefor.

Non-Waiver: Time is of the essence. Lessor's failure at any time to require strict performance by Lessee of any of the provisions hereof shall not waive or diminish Lessor's right thereafter to demand strict compliance therewith or with any other provision. Waiver of any default shall not waive any other default. No remedy of Lessor hereunder shall be exclusive of any other remedy herein or by law provided, but each shall be cumulative and in addition to every other remedy

Send all payments to: P.O. Box 140916 - Austin - TX - 78714-0916

****	Total all payments to	. P.O. Box 140916 - Austin -	TX - 78714-0916
,	All conditions on this contra	ct and attached "Terms and Condit	ions" are accepted by:
Anderson Mad	chinery Company	Lessoe Blanco (
	Name	COPI	,
	Name	S O D	Name
Title:	Date:	Title:	Date:
(Not valid unless sign	ed by an officer of Anderson Machiner	y Company)	



65E | Motor Grader



Compact Grader With Big Grader Features

- 53" Circle With "A" Frame Drawbar
- Full Power Shift Transmission With Torque Converter
 - Torque Proportioning Rear Differential

65E | Motor Grader



BIG GRADER FEATURES IN A SMALL PACKAGE

Operating Weight

Front 4,700 lbs
 Rear 12,200 lbs
 Total 16,900 lbs

Engine

Cummins QSF3.8 Caterpillar C3.4
4 Cycle, turbo diesel 4 Cycle, turbo diesel
4 cylinder 4 cylinder
Tier 4 Final Tier 4 Final
120 hp 120 hp

Brakes

- Power brakes
- Service 4 wheel, wet disc & self adjusting
- · Independent tandem by tandem system
- · Mechanical parking brake

Axles

- Front axle clearance 20.3"
- Rear axle torque proportioning differential

Transmission

- · Full power shift with torque converter
- 6 speeds forward top speed 24 mph
- · Electronic shift control
- · LCD operations monitor
- Shift inhibit system

Circle

- 53" diameter gear driven circle
- Supported by "A" frame
- · 4 guides with wear plates
- Shim adjustable
- 360° rotation
- Hydraulic circle side shift

Moldboard

- "Rollaway" blade with involute curve
- Replaceable cutting edges
- Size 10' wide, 21" high
- · Interchangeable end bits



Full power shift transmission with torque converter

OPTIONAL EQUIPMENT

· Cab, includes

- Defroster fans (2)

- F & R wipers/washers

Heater, 40,000 BTU

- Sliding rear window

Sound suppression

• Dozer – 8' x 2', with skid plates

- Inside mirror

- Tinted glass

· Engine block heater

- Cloth seat - air suspension



53" gear driven circle with "A" frame allows 360° blade rotation

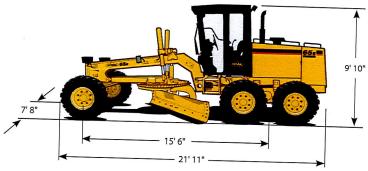


Illustration includes optional equipment

STANDARD EQUIPMENT

- · Accelerator/decelerator and hand throttle
- Alternator 120 Amp.
- · Articulated frame
- Back-up alarmBattery 12 volt
- Controls, hydraulic
- Articulation
- Circle side shift
- Circle turn
- Moldboard lift/lower
- Moldboard side shift
- Wheel lean
- · Control console, adjustable
- Drawbar
- Engine side panels
- Gauges
- Air cleaner service indicator
- Engine coolant temperature
- Engine oil pressure
- Fuel and DEF level
- Hourmeter
- Tachometer
- Transmission LCD message center
- Transmission oil temperature
- Voltmeter

- · Horn, electric
- Hydraulic valve 8 section
- · Implement control lever lock
- Light package
- Front headlights (2) hi/lo beam
- Front worklights (2)
- Turn signals, stop and tail lights
- Master electrical switch
- · Mechanical parking brake
- · Muffler, horizontal under hood
- Moldboard 10' wide
- · Moldboard pitch, manual
- ROPS Canopy with
- Dome light
- Floormat
- Glove box
- Grab handles
- Headliner
- Inside mirrorSeat belt
- Seat, vinyl deluxe air suspension
- Steps, right and left
- Tires 15.00 x 19.5 (8PR) G2 tubeless
- Transport tie down group
- Vandalism protection



Deluxe cab



Factory air conditioner

- Float control valves, (3)
- Floodlights, (2) F & (2) R
- Mirrors, rearview external, (2)
- Moldboard 12' wide
- · Moldboard pitch, hydraulic
- Radio group
- Rear ripper 75" wide, 3 shanks
- Scarifier 41" wide, 9 teeth
- Strobe light
- 90° bank slope saddle



Scarifier



Dozer blade 90° Bank slope saddle



NorAm Construction Equipment 50 N. Brockway St., # 308 Palatine, IL 60067 847-934-6565

www.noram65.com

The information contained in this brochure is intended to be of general nature only. The manufacturer may at any time and from time to time, for technical or other necessary reasons, modify any of the details or specifications of the product described in this brochure. Illustrations do not necessarily show products in standard condition. The dimensions, weights and capacities shown herein, as well as any conversion data used, are approximate only and are subject to variations within normal manufacturing techniques. To be sure of getting accurate, detailed and up-to-date information, any intending buyer should contact NorAm.

AMENDMENT

On this _____ day of ______, 2022, Blanco County, Texas ("Client" or "Blanco County"), a political subdivision, and K.C. Engineering, Inc. ("KCE" or "Contractor") hereby enter into this Amendment to contract number 14-104.1 entered into on or about July 13, 2021 by and between County and Contractor (the "Contract").

WHEREAS, on or about July 13, 2021, Client and KCE entered into the Contract for engineering services for the Middle Creek project;

WHEREAS, Client has selected a 144" corrugated metal pipe curves for the project;

WHEREAS, Client and KCE ("parties") believe it is necessary to provide additional terms to the Contract due to County's selection of the culvert;

NOW THEREFORE, the parties agree as follows:

The first paragraph of the Contract shall be amended as follows:

K.C. Engineering, Inc. ("KCE" or "Contractor") presents the following proposal to Blanco County ("Client" or "Blanco County") 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 used upon what it anticipates as being required for the Site. If the Client would like a modify the scope of services to better suit your needs, please let us know and we will revise the scope of services accordingly.

Exhibit B, page 1, the paragraph titled "Drainage Design" shall be amended as follows:

Blanco County shall provide the Engineer with required criteria for establishing the size of the culvert(s). Planco 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 consequent accept the hydrologic and hydraulic outcome of its specification. For a 10-year period following substantial completion of the Contractor's services, or from the date that Blanco County accepts the project maintenance, whichever is later, for the Middle Creek project, County shall defend, indemnify and hold harmless Contractor, its owner(s), director(s), employees, and any person(s) and/or individual(s) associated with the Middle Creek project from all damages which are a direct result of the County's selection of the 144" corrugated metal pipe culvert.

Except as modified herein, all other terms and conditions of the Contract remain in full force and effect.

BLANCO COUNTY, TEXAS

Brett Bray Blanco County Judge

K.C. ENGINEERING, INC.

