

THE UVALDE COUNTY COMMISSIONERS COURT WILL MEET AT 10 AM ON TUESDAY, OCTOBER 15TH, 2024 IN THE COMMISSIONERS COURTROOM OF THE UVALDE COUNTY COURTHOUSE

AGENDA

1. Consider and act upon call to order, invocation and pledge of allegiance
2. Citizens Communications
3. Consider and act upon approval of minutes
4. Consider and act upon presentation of major medical insurance by agent of record
5. Consider and act upon new subdivision plat filed as Laughlin Estates Unit #3
6. Consider and act upon nominating two directors for Uvalde County Appraisal District
7. Consider and act upon resolution in support of Senate Bill 22
8. Consider and act upon award of bids
9. Consider and act upon addendum to LGS contract for District Clerk services
10. Consider and act upon interlocal agreements for medical examiner services
11. Consider and act upon Road Administrations Report
12. Consider and act upon line-item budget amendments
13. Consider and act upon approval of monthly reports
14. Consider and act upon payment of bills
15. Consider and act upon resolutions and proclamations

CERTIFICATE: I certify the above and foregoing was posted in compliance with Sections 551.043 and 551.049 of the Texas Government Code at 10 AM on October 9th, 2024. Persons with disabilities who plan on attending this meeting and who may require auxiliary aids are requested to contact Administrative Assistant Helly Moncada in the office of the Uvalde County Judge no later than 4 PM on Thursday prior to the meeting.



**WILLIAM R. MITCHELL
UVALDE COUNTY JUDGE**



**1. CONSIDER AND ACT UPON CALL TO ORDER INVOCATION
AND PLEDGE OF ALLEGIANCE**



**I PLEDGE ALLEGIANCE TO THE FLAGE OF THE UNITED STATES OF AMERICA
AND TO THE REPUBLIC FOR WHICH IT STANDS, ONE NATION UNDER GOD,
INDIVISIBLE, WITH LIBERTY AND JUSTICE FOR ALL.**



**HONOR THE TEXAS FLAG; I PLEDGE ALLEGIANCE TO THEE, TEXAS, ONE STATE
UNDER GOD, ONE AND INDIVISIBLE**

2. CITIZENS COMMUNICATION

The Commissioners Court invites persons with comments or observations related to County issues, projects and policies (not otherwise located elsewhere on this agenda) to briefly address the Court for the limited purpose of determining if the matter should be referred to staff for study and response and/or placed on a future meeting agenda. Anyone speaking during this section should first submit a speaker participation form, approach the podium and identify themselves. There is a three minute time limit and a maximum of five speakers allowed per meeting. State law prohibits the Court from deliberating on any item not listed on the agenda.

Speaker 1 _____

Speaker 2 _____

Speaker 3 _____

Speaker 4 _____

Speaker 5 _____

3. CONSIDER AND ACT UPON APPROVAL OF MINUTES

September 23, 2024

_____ **Commissioner Yeackle**

_____ **Commissioner Pargas**

_____ **Commissioner Bates**

_____ **Commissioner Garza**



MINUTES

BE IT REMEMBERED that on the 23rd of September, 2024, the Honorable Commissioners Court of Uvalde County, Texas convened in regular session in the Commissioners Courtroom of the Uvalde County Courthouse. The following members were in attendance:

William R. Mitchell, *County Judge*
John Yeackle, *Commissioner Pct. #1*
Mariano Pargas, *Commissioner Pct. #2*
Jerry W. Bates, *Commissioner Pct. #3*
Ronald B. Garza, *Commissioner Pct. #4*
Donna M. Williams, *County Clerk and Clerk of
the Commissioners Court*

Also present were *County Attorney* John P. Dodson, *County Treasurer* Joni Deorsam, *County Tax-Assessor Collector* Rita Verstuyft, *County Auditor* Alice Chapman, and *County Road Administrator* Dee Kirkpatrick.

1. Consider and act upon call to order, invocation and pledge of allegiance:

The Honorable William R. Mitchell, Uvalde County Judge, called the meeting of September 23, 2024 to order at 10:00 AM, followed with the invocation, led the Pledge of Allegiance, and the Texas Pledge of Allegiance.

2. Citizen Communication – The following individuals addressed the court:

Emma Trimble	Denise Feldman
Otto Arnim	Leroy Briones
Diana O. Karau	Art Rodriguez

3. Consider and act upon approval of Minutes:

Motion by Commissioner Bates to approve the Minutes for 08/26/2024 and 09/09/2024.
Motion seconded by Commissioner Pargas.
Motion carried (4-0). (See Attached)

4. Consider and act upon public hearing on proposed 2024-2025 Uvalde County Tax Rate:

County Auditor Alice Chapman outlined.
Public Hearing started: 10:16 AM
Public Hearing ended: 10:19 AM

5. Consider and act upon adoption of 2024-2025 Uvalde County Tax Rate and take Record Vote:

County Auditor Alice Chapman outlined the 2024-2025 tax rate to the Court and recommended adoption of the following tax rates:

General Fund M&O	.4139 per \$100
I & S Debt Rate	.0567 per \$100
Farm to Market/Flood M&O	.1035 per \$100
Total Tax Rate	.5741 per \$100

Motion by Commissioner Garza to adopt County Tax Rate.
Motion seconded by Commissioner Bates.
Motion carried unanimously (5-0). (See Attached)

Commissioner Yeackle - FOR	Commissioner Pargas-FOR
Commissioner Bates - FOR	Commissioner Garza- FOR
County Judge Mitchell - FOR	

6. Consider and act upon adoption of 2024-2025 Tax Rate Resolution:

Motion by Commissioner Bates to adopt Tax Rate Resolution, as corrected.
Motion seconded by Commissioner Yeackle.
Motion carried unanimously (5-0). (See Attached)

7. Consider and act upon acknowledgment of Uvalde County participation in countywide voting:

Uvalde County has been notified of selection to participate in the countywide polling place program for the November 5th General Election.

Motion by Commissioner Garza to accept participation in countywide voting.

Motion seconded by Commissioner Yeackle.

Motion carried (4-0). (See Attached)

8. Consider and act upon plat amendment of Lots 71 and 72 of Uvalde Estates, Unit One:

Ken Dirksen outlined the details of this request to amend Lots 71 and 72 of Uvalde Estates, Unit One.

Motion by Commissioner Pargas to approve plat amendment.

Motion seconded by Commissioner Yeackle.

Motion carried (4-0). (See Attached)

9. Consider and act upon Texas Department of State Health Services annual report:

Chelsea Lopez, Public Health Nurse for Region 8 of the Texas Department of State Health Services presented the annual health report.

Motion by Commissioner Bates to accept the annual report.

Motion seconded by Commissioner Garza.

Motion carried (4-0). (See Attached)

10. Consider and act upon proposed FY 2024-2025 Fairplex rental agreements/contracts:

Fairplex Director, Wendy Speer, outlined and recommended the proposed rental agreements for events contracted with the Fairplex.

Motion by Commissioner Yeackle to approve the agreements/contracts.

Motion seconded by Commissioner Pargas.

Motion carried (4-0). (See Attached)

11. Consider and act upon office lease agreements for JP 2, JP 3 and County Attorney:

Current lease agreements expire on September 30th. The attached renewals were presented for consideration.

Motion by Commissioner Bates to approve the lease agreements.
Motion seconded by Commissioner Garza.
Motion carried (4-0). (See Attached)

12. Consider and act upon order authorizing sale of fireworks for Diwali (Oct. 30-Nov. 3):

The Commissioners Court has the authority to authorize the sale of fireworks during the Diwali period of October 30th through November 3rd.

Motion by Commissioner Garza to deny order of authorization.
Motion seconded by Commissioner Pargas.
Motion carried (4-0). (See Attached)

13. Consider and act upon final sales report from county surplus property auction:

On September 14th, the County held an auction to dispose of unused or unnecessary county equipment. The auction netted \$7,712.97.

Motion by Commissioner Bates to accept the final sales report from auction.
Motion seconded by Commissioner Garza.
Motion carried (4-0). (See Attached)

14. Consider and act upon Road Administrators Report:

County Road Administrator, Dee Kirkpatrick, presented the road administrators report for 9/5/2024 – 9/18/2024.

Motion by Commissioner Bates to accept the report.
Motion seconded by Commissioner Yeackle.
Motion carried (4-0). (See Attached)

15. Consider and act upon line-item budget amendments:

County Auditor, Alice Chapman, presented and outlined line-item budget amendments.
Motion by Commissioner Pargas to approve amendments.
Motion seconded by Commissioner Yeackle.
Motion carried (4-0). (See Attached)

16. Consider and act upon approval of Monthly Reports:

Monthly reports that are on file for review in the County Clerk's office were presented to the court for consideration and approval.

Motion by Commissioner Bates to approve monthly reports.
Motion seconded by Commissioner Pargas.
Motion carried (4-0). (See Attached)

17. Consider and act upon payment of bills:

Motion by Commissioner Bates to approve the payment of bills.
Motion seconded by Commissioner Garza.
Motion carried (4-0). (See Attached)

18. Consider and act upon resolutions/proclamations:

The Court approved resolutions and closed the meeting in honor of the memory of the following individuals:

Joe Bill Carper †
Johnny Coronado †
Berta Ramirez †
Martha Jean Rangel †
Edward Soto Rodriguez †
Guadalupe M. Garcia †

With no further business, the meeting of September 23, 2024, was adjourned at 11:24 AM. Exhibits identified under a specific agenda item are included as supporting documentation of the actions taken by the Uvalde County Commissioners Court and are placed after the minutes and before the page titled Commissioners Court Order.

4. CONSIDER AND ACT UPON PRESENTATION OF MAJOR MEDICAL INSURANCE BY AGENT OF RECORD

Joe Jobst, representing Higginbotham, is our major medical insurance agent of record. He will outline the renewal policy for 2024-2025 and outline the employee enrollment process.

_____ **Commissioner Yeackle**

_____ **Commissioner Pargas**

_____ **Commissioner Bates**

_____ **Commissioner Garza**

**5. CONSIDER AND ACT UPON NEW SUBDIVISION PLAT FILED BY
LAUGHLIN ESTATE UNIT #3**

Surveyor Ken Dirksen, representing developer Janice Clayton, will be here to outline the application for Laughlin Estates Unit Three. The Court can give preliminary approval today and then give final approval at our next meeting.

_____ **Commissioner Yeackle**

_____ **Commissioner Pargas**

_____ **Commissioner Bates**

_____ **Commissioner Garza**

APPLICATION FOR SUBDIVISION PLAT CONSIDERATION

NAME OF OWNER: Janice Clayton

ADDRESS OF OWNER: 5318 N. Fm 108, Wrightsboro, Tx 78677

PHONE NUMBER OF OWNER: 830-313-1677

NAME OF DEVELOPER: Janice Clayton

ADDRESS OF DEVELOPER: 5318 N. Fm 108, Wrightsboro, Tx 78677

PHONE NUMBER OF DEVELOPER: 830-313-1677

NAME OF PROPOSED SUBDIVISION: Laughlin Estates Unit Three

SIZE AND LOCATION OF ORIGINAL TRACT: 2.996 Acres

NAME OF NEAREST PUBLIC ROAD/STREET TO SUBDIVISION: North Benson Road

REQUESTED ACTION: New Subdivison

PRECINCT NO: _____ SCHOOL DISTRICT: U.C.I.S.D

ENGINEER
Name: Kenneth R Dirksen
Address: 441 Fort Clark St, STE B
Uvalde, Tx 78801
Phone: 830-278-2100
Date: 9/12/2024

SURVEYOR
Name: Kenneth R Dirksen
Address: 441 Fort Clark St, STE B
Uvalde, Tx 78801
Phone: 830-278-2100
Date: 9/12/2024

PLEASE PROVIDE THE FOLLOWING INFORMATION:

Number of lots/housing units within proposed subdivision 3 Lots/ 0 housing units

Plat with roads _____ Plat with no roads Vacate & Replat _____

Received on _____ day of _____, _____ by _____

PLAT APPLICATION FEE SHALL BE DUE AND PAYABLE ON THE DATE THIS DOCUMENT IS RECEIVED BY THE DESIGNATED COUNTY OFFICAL

This 18 day of Sept, A.D. 2024
at 2:04 o'clock P M
DONNA M. WILLIAMS
County Clerk, Uvalde County, Texas
By: Sullivan G. Hays
Deputy

Revised 04-24-08

Laughlin Estates Unit Three

Del Clayton

Being a 0.05 acre subdivision located in the City of Texas, County 082, Abstract 486, Uvalde County and being described as 3.00 acres, the consequence hereunder is to the Uvalde County Official Public Records, Uvalde County, Texas.

State of Texas
County of Uvalde

This Laughlin Estates Unit Three has been submitted to and considered by the commissioners court of Uvalde County and is hereby approved by their vote, dated the _____ day of _____, 2024.

Uvalde County Judge _____

State of Texas
County of Uvalde

I, the undersigned owner of the land shown on this Laughlin Estates Unit Three and whose name is subscribed hereto do hereby subdivide such property shown for the purpose and consideration therein expressed. Each part has access to a public right of way as shown on this plat and no public improvements are being indicated.

Janece Clayton
State of Texas
County of Uvalde

Before me, the undersigned authority personally appeared Janece Clayton, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purpose and considerations therein stated. Witness my hand and seal this _____ day of _____, 2024.

Signature Notary Public State of Texas _____ My Commission Expires On _____

- Notes:
1. All easements, encroachments, and areas shown hereon conform to the Texas Coordinate System North American Datum 1983, as set forth in the Uvalde County Official Public Records, Uvalde County, Texas.
 2. 1/2" diameter steel stakes with identification caps stamped DIRKSEN6260" set at all corners unless otherwise noted or shown.
 3. Portions of the tract shown hereon is located inside a 2% Annual Chance Flood Hazard Areas of 1% annual chance flood with average depth less than one foot or with damage areas of less than one square mile Zone X and Special Flood Hazard Area Zone AE, as shown on FEMA FIRMap 48463C0508E, effective on November 4, 2010.
 4. The entirety of this subdivision is within Uvalde County.
 5. One single family per lot.



- LEGEND
- FOUND MONUMENT
 - SET MONUMENT
 - BOUNDARY LINE
 - DEED LINE
 - - - FENCE LINE
 - - - E OH - - - OVERHEAD ELEC. POWER POLE
 - GUY WIRE
 - TELECOMMUNICATION PEDESTAL
 - WATER VALVE
 - FIRE HYDRANT
 - ZONE X
 - ZONE AE



State of Texas
County of Uvalde

I certify that this plat was prepared from an actual survey conducted on September 12, 2024 on the ground under my supervision and the monuments shown are within the positional tolerance required by Z21AC SEC 663.15.

Kenneth R. Dilsen, P.E. 52628, R.P.L.S. 6260
Dilsen Engineering Project 24-3186

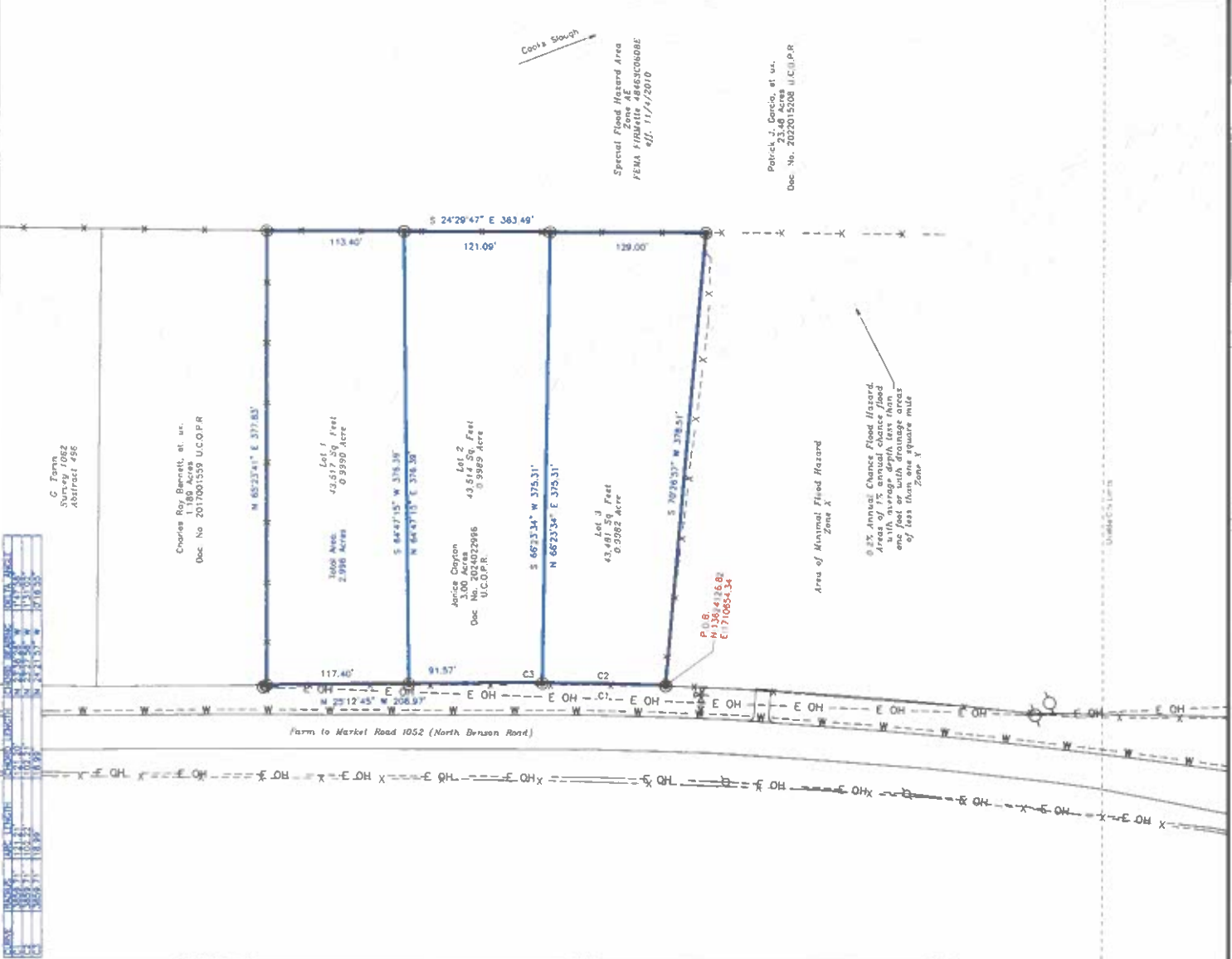


Laughlin Estates Unit Three

DIRKSEN ENGINEERING
2700 W. 11th Street, Suite 100
Uvalde, Texas 78780
Tel: 379-2246, 379-2247, 379-2248
Fax: 379-2249
www.dirksenengineering.com

PROJECT # 24-3186
PROJECT NAME & ADDRESS
Laughlin Estates Unit Three

DATE: 09/12/2024
SHEET: 1
OF: 1 SHEETS
DESIGN: P.D.
DRAWN: K.R.D.
APPROVED: K.R.D.
DATE: 09/12/2024



G. Farn
Survey 1082
Abstract 456

Charles Ray Bennett, et. al.
1980 Acres
Doc No. 2017001539 U.C.O.P.R.

Lot 1
2.986 Acres
43,517.59 Feet
0.9829 Acre

Janece Clayton
3.00 Acres
Doc No. 2024022986 U.C.O.P.R.

Lot 3
0.2822 Acre
43,481.59 Feet
0.2822 Acre

Patrick J. Garcia, et. al.
23.48 Acres
Doc No. 2022015208 U.C.O.P.R.

0.2% Annual Chance Flood Hazard
Area of 1% annual chance flood
with average depth less than
one foot or with drainage areas
of less than one square mile
Zone X

Area of Minimal Flood Hazard
Zone A

Special Flood Hazard Area
Zone AE
FEMA FIRMap 48463C0508E
eff. 11/4/2010

Cock's Slough

Farm to Market Road 1052 (North Division Road)

Uvalde Co. 667-10

6. CONSIDER AND ACT UPON NOMINATING TWO DIRECTORS FOR UVALDE COUNTY APPRAISAL DISTRICT

The Uvalde County Appraisal District has two positions coming vacant at the end of the year. The process of filling the vacancies call for all entities to nominate individuals to serve and when the nominations are complete, each entity will have an opportunity to cast votes. The Court is being requested today to nominate candidates.

_____ **Commissioner Yeackle**

_____ **Commissioner Pargas**

_____ **Commissioner Bates**

_____ **Commissioner Garza**



UVALDE COUNTY APPRAISAL DISTRICT

209 NORTH HIGH STREET
UVALDE, TEXAS 78801
(830) 278-1106
(830) 278-8150
www.uvaldecad.org

August 12, 2024

Honorable Judge William R. Mitchell
County of Uvalde
Courthouse Plaza, Box 3
Uvalde, TX 78801

Re: Nominees from your Entity ****Action required**

Dear Honorable Judge Mitchell:

Pursuant to Texas Property Tax Code (TPTC) §6.03, a five-member Board of Directors is nominated and appointed by the authorized taxing units participating within the Uvalde County Appraisal District (UCAD). **This letter serves as official notification initiating the process to fill the two (2) directorships to serve a two-year staggered term effective January 1, 2025.**

The following two (2) Board of Director's two-year term will expire December 31, 2024:

Vicente Gonzales III, Rosemberg Risa III

As Chief Appraiser for UCAD, I have determined that the County of Uvalde is entitled to **736 votes** for the election of two (2) members to the UCAD's Board of Directors to serve for fiscal years' 2025 and 2026.

Please submit the County of Uvalde nominees (name and home address) by written resolution adopted by the governing body, listing candidates for the two (2) directorships before October 15th.

Enclosed please find a listing of voting taxing units in our district and their respective vote entitlement. Also enclosed is the directorship timeline, quotes from the Texas Property Tax Code on Board of Directors **eligibility requirements** as stated in §6.03, and **restriction on eligibility** as stated in §6.035. If you have any questions, please contact me and I will gladly assist you.

UCAD will deliver an official ballot listing all candidates for election by **October 30th**.

Respectfully,

A handwritten signature in black ink, appearing to read "Roberto Valdez".

Roberto Valdez, RPA, RTA, CCA, CTA
Chief Appraiser

Enclosure: Participating Entities and # of Votes
BOD Eligibility requirements and restrictions
Directorship timeline

7. CONSIDER AND ACT UPON RESOLUTION IN SUPPORT OF SENATE BILL 22

Last year the county received financial assistance for the sheriff department and the prosecutors offices. Each year the county has to request continuation of that assistance by issuing a resolution. Therefore, the Court is being requested to approve a supporting resolution of SB 22.

_____ **Commissioner Yeackle**

_____ **Commissioner Pargas**

_____ **Commissioner Bates**

_____ **Commissioner Garza**



UVALDE COUNTY COMMISSIONERS COURT
RESOLUTION

WHEREAS The 88th Texas Legislature passed Senate Bill 22 establishing a grant program to provide financial assistance to counties in rural areas of Texas; and

WHEREAS The grant provides financial assistance to qualifying sheriff departments, constables and prosecutors in counties with a population of 300,000 or less; and

WHEREAS Certain departments within Uvalde County qualify to seek funding provided by Senate Bill 22 for funding year October 1, 2024 to September 30, 2025; and

WHEREAS Qualifying departments within Uvalde County must submit applications for the grant funding identified in Senate Bill 22;

NOW, THEREFORE, BE IT RESOLVED that the Uvalde County Commissioners Court hereby supports and authorizes the submission of applications by qualifying departments within Uvalde County for grant funding available within Senate Bill 22.

APPROVED this the 15th day of October, 2024 by the Uvalde County Commissioners Court.

**_____
WILLIAM R. MITCHELL
UVALDE COUNTY JUDGE**

**_____
DONNA M. WILLIAMS
UVALDE COUNTY CLERK**

8. CONSIDER AND ACT UPON AWARD OF BIDS

The County advertised for and received bids for Elevator Modification, County Morgue and US 83/CR350 property. Attached is a breakdown of the bids received.

_____ **Commissioner Yeackle**

_____ **Commissioner Pargas**

_____ **Commissioner Bates**

_____ **Commissioner Garza**

Bid No: 2024-04 Elevator

TKE \$175,295.91

Bid No 2024-05 County Morgue

Hillcrest \$0.00

Rushing-Estes-Knowles \$0.00

Bid No: 2024-06 US 83/CR 350

River Rim Resort \$1,100.00

Modernization Proposal



July 31, 2024

UVALDE COUNTY COURTHOUSE

Purchaser: Uvalde County Judge Location: UVALDE COUNTY COURTHOUSE
Address: 3 Courthouse Sq, Uvalde, TX 78801 Address: 100 N Getty St
Uvalde, TX 78801-5239

TK Elevator Corporation (hereinafter "TK" or "TK Elevator") is dedicated to delivering (Uvalde County Judge) the safest, highest quality vertical transportation solutions. I am pleased to present this customized Proposal (the "Proposal") in the amount of \$175,295.91 to modernize the elevator equipment described in the pages that follow at the above-referenced location. Until Purchaser provides an applicable and properly completed tax exemption certificate, Purchaser will be billed not only the price set forth in this Proposal but also all applicable sales tax.

Our modernization package is engineered specifically for your elevator system and will include the elevator mechanical and electrical components being replaced, refurbished or retained.

Benefits of Modernization include:

- Increased durability and reliability
- Improved fire and life safety features
- Decreased waiting times
- Reduced energy consumption
- Reduced operational cost
- Reduced troubleshooting time

This Proposal shall remain in effect for the next thirty (30) days unless it is revoked earlier by TK Elevator in writing. The price above is subject to escalation - even after Purchaser's acceptance of this Proposal - under certain circumstances including TK Elevator being subjected to increased charges by its suppliers for any of the applicable materials and/or components due to supply chain issues; the imposition of new or increased taxes, tariffs, or other charges imposed by applicable governmental authorities; TK Elevator being subjected to increased charges from its shippers and/or freight forwarders; any material called for in this Proposal being released into production more than 6 months following the written acceptance of this Proposal; or any work described in this Proposal is not completed by July 31st, 2025.

In the event you have any questions regarding the content of this Proposal, please do not hesitate to contact me. We appreciate your consideration.

Sincerely,

Corey Holmes
Sr Account Manager
corey.holmes@tkelevator.com
+1 210 3742334

Modernization Proposal



SCOPE OF WORK

Grouping Name:

Equipment Type: Hydraulic

Speed: 160 fpm

3 Stops (3 Front /0 Rear)

Capacity: 2100 lbs.

Units Included

Building Address	Nickname	TKE Serial #

Description of Work

Controller

- Machine Room Wiring
- Tenant Security 3-1 (Card Reader with override switch)
- TAC 32 Controller (Includes Options listed below)
 - 24 VDC Signal Voltage
 - Auto Light and Fan Feature
 - Car Independent Service
 - Car Traveling Lantern Circuitry
 - Door Bypass Operation
 - Electronic Door Detector Interface
 - Hoistway Access and Enable
 - THY Board
- Solid State Starters (6 or 12 leads) 208 VAC
- Battery Lowering in Controller
- Viscosity Control (Required over 150 FPM)
- eMax Monitoring Device Provisions

Power Unit

- 5 gallon drum of Biodegradable oil (Citgo NZ)
- 55 gallon drum of Biodegradable oil (Citgo NZ)
- EP-125 Power Unit (Submersible)
- 2" Shutoff Valve Kit (Pump)
- Viscosity Control (Required over 150 FPM)

Jack

- Pipe Stands

Car

- Car Top Railing
- Fan: Two Speed
- Car Top Exit Switch
- Cab Wiring Material (200MK1)

Hoistway

- HN Boxes (per each 2 cars, grouped)
- Additional Hoistway Wiring for TAC 32 with Remote Machine Room
- Steel Tape with Mounting hardware, Selector and magnets (terminal limits included)
- Hoistway Duct Kit
- TAC 32 Field Friendly Wiring Package Includes single traveling cable, hoistway wiring, interlock wiring, interlock connectors, and serial wiring.

Pit

- Pit Stop Switch

Modernization Proposal



Cab

- Interior
- Interior
- Car Door (SSSS, #4 S/S (441))

Door Equipment

- Gibs
- Pick Up Rollers
- Interlock / Pick up Assemblies for existing Dover Operators. Includes closers. Front
- Micro Light (Front)
- LD-16 Plus Door Operator with Complete carside equipment (FRONT)
 - includes Adapter kit (Tracks & Hangars), Clutch (w/ Car Door Lock latch & contact), & Car Top Inspection station (w/ alarm signal)

Car Fixtures

- Main Car Station Includes Options Below
 - Swing Return (Mini-Swing (Column type) for New/Existing Dover/tkE Cabs)
- Reuse Back Box
- Vandal Resistant Floor Buttons
- Debranded Car Station (No Logo)
- Cast Braille Plates for Car Features
- Standard Key Switch Package
 - Fan
 - Light
 - Independent
 - Stop
 - Inspection/Hoistway Enable)
- Emergency Light mounted in COP
- 2004 and later Fire Service Phase II Features (includes instructions signage)
- Handicap Signal (Passing signal)
- Position Indicator (2" CE Segmented)
- ADA Phone System integral with COP (Rath)
- Speaker Pattern for Intercom System/ADA Phone
- Locked Service Cabinet
- Certificate Window
- Default Engravings
- GFI Outlet
- #4 Stainless Steel Finish (441)
- Emergency Light Test Button/Keyswitch
- TAC Serial Boards (Main)

Hall Fixtures

- Serial Boards for Hoistway Access
- Serial Boards for Hall Lanterns/PI's
- Fire Service Phase I Key Switch
- Fire Service Phase I Engraved Instructions
- Hoistway Access Switch (in Hall Station)
- Fusion Hall Lanterns (Standard) White Up/Down LED's #4 S/S (304)
- Hoistway Jamb Braille (Pair of Standard) (# of Floors)
- Car Identification Plate (Pair)
- Terminal Hall Stations (Surface Mounted) with
 - Appendix O (Polycarbonate insert flame)
 - Fusion (#4 S/S (304))
- 2009 & 2010 Elevator Communications Failure add
- Serial Boards for Front Risers
- TAC Serial Boards, Base Charge
- Terminal Hall Stations (Surface Mounted) with

Modernization Proposal



- Appendix O (Polycarbonate insert flame)
- Fusion (#4 S/S (304))
- Intermediate Hall Stations (Surface Mounted) with
 - Appendix O (Polycarbonate insert flame)
 - Fusion (#4 S/S (304))

The following items will be completed by third party labor or suppliers through the coordination of TK :

General Building -

1. Key Tasks and Approximate Lead Times

Key Tasks to be performed to be performed by Purchaser prior to equipment fabrication:

- a. Execution of this Proposal
- b. Payment for pre-production and engineering
- c. Approval of layout (if applicable)
- d. Execution of TK Elevator's Material Release Form

Approximate Durations/Lead Times

Contract execution (can run concurrently with layout drawing package preparation and approval)	Varies
Survey and Order of Materials (additional time required for cab, signal, entrance preparation and approval, if applicable)	4 - 6 Weeks
Fabrication time (from receipt of all approvals, fully executed contract, Material Release Form and initial progress payment)	9 Weeks
Modernization of elevator system (Per Unit): (Upon completion of all required preparatory work by others)	5 - 7 Weeks

The durations or lead times listed above are strictly approximations that can vary due to factors both within and outside of TK Elevator's control, are subject to change without notice to Purchaser and shall not be binding on TK Elevator.

2. Payment Terms

50% of the price set forth in this Proposal as modified by options selected from the section entitled "Value Engineering Opportunities & Alternates" (if applicable) will be due and payable as an initial progress payment within 30 days from TK Elevator's receipt of a fully executed copy of this Proposal. This initial progress payment will be applied to project management, permits, engineering and shop drawings, submittals, and drilling mobilizations (if required). The material will not be ordered until this payment is received, and the parties have both executed this Proposal and the Material Release Form.

25% of the price set forth in this Proposal as modified by options selected from the section entitled "Value Engineering Opportunities & Alternates" (if applicable) shall be due and payable when the material described above has been furnished. Material is considered furnished when it has been received at the jobsite or TK Elevator staging facility. Supporting documentation of materials stored shall be limited to stored materials certificates of insurance and bills of lading. Receipt of this payment is required prior to mobilization of labor.

25% of the price set forth in this Proposal shall be made as progress payments throughout the life of the project. In the event TK Elevator fails to receive payment within thirty (30) days of the date of a corresponding invoice, TK Elevator reserves the right to demobilize until such a time that the payments have been brought up to date, and TK Elevator has the available manpower.

It is agreed that there will be no withholding of retainage from any billing and by the customer from any payment.

The payment terms breakdown above shall be considered the Schedule of Values for the project as written. Billing shall be submitted on or before the 25th day of the month according to the payment schedule above and

Modernization Proposal



accompanied by a form of G702-703 pay application/schedule of values and a conditional waiver, the format of which is hereby acknowledged and accepted.

The use of online Portals for the submission of billing shall follow the terms of the Proposal and Customer agrees to permit billing in accordance with the executed contract terms. Portal access and usage is to be provided free of additional charge to TK Elevator and any additional cost for such use is to be reimbursed to TK Elevator via a reimbursable change order immediately upon acceptance.

Purchaser agrees that TK Elevator shall have no obligation to complete any steps necessary to provide Purchaser with full use and operation of the installed equipment until such time as TK Elevator has been paid 100% both of the price reflected in this Proposal and for any other work performed by TK Elevator or its subcontractors in furtherance of this Proposal. Purchaser agrees to waive any and all claims to the turnover and/or use of that equipment until such time as those amounts are paid in full.

Proposal price:		\$175,295.91
Initial progress payment:	(50%)	\$87,647.96
Material furnished:	(25%)	\$43,823.98
Total of remaining progress payments:	(25%)	\$43,823.98

Any work that Purchaser may require prior to turnover of the equipment that is outside of the scope described in this Proposal - other than Temporary Use as described below - will be performed only after the full execution of a mutually agreeable change order and only at the following rates:

Mechanic (Standard) per hour	\$285.00
Mechanic (OT) per hour	\$501.00
Team (Standard) per hour	\$513.00
Team (OT) per hour	\$902.00

Rates are not inclusive of any per diem, mileage or other expenses which may be dependent on jobsite location.

3. Warranty

TK Elevator warrants any equipment it installs as described in this Proposal against defects in material and workmanship for a period of one (1) year from the date of Purchaser's execution of TK Elevator's "Final Acceptance Form" on the express conditions that all payments made under this Proposal and any mutually agreed-to change orders have been made in full and that such equipment is currently being serviced by TK Elevator. In the event that TK Elevator's work is delayed for a period greater than six (6) months, the warranty shall be reduced by the amount of the delay. This warranty is in lieu of any other warranty or liability for defects. TK Elevator makes no warranty of merchantability and no warranties which extend beyond the description in this Proposal, nor are there any other warranties, expressed or implied, by operation of law or otherwise. Like any piece of fine machinery, the equipment described in this Proposal should be periodically inspected, lubricated, and adjusted by competent personnel. This warranty is not intended to supplant normal maintenance service and shall not be construed to mean that TK Elevator will provide free service for periodic examination, lubrication, or adjustment, nor will TK Elevator correct, without a charge, breakage, maladjustments, or other trouble arising from normal wear and tear or abuse, misuse, improper or inadequate maintenance, or any other causes other than defective material or workmanship. In order to make a warranty claim, Purchaser must give TK Elevator prompt written notice at the address listed on the cover page of this Proposal and provided all payments due under the terms of this Proposal and any mutually agreed to written change orders have been made in full, TK Elevator shall, at its own expense, correct any proven defect by repair or replacement. TK Elevator will not, under any circumstances, reimburse Purchaser for cost of work done by others, nor shall TK Elevator be responsible for the performance of any equipment that has been the subject of service, repair, replacement, revisions or alterations by others. If there is more than one (1) unit which is the subject of work described in this Proposal, this section shall apply separately to each unit as accepted.

4. Preventative Maintenance Program

Modernization Proposal



This Proposal does not include any maintenance, service, repair or replacement of the equipment or any other work not expressly described herein. TK Elevator may submit a separate proposal to Purchaser covering the maintenance and repair of this equipment to be supplied to Purchaser at an additional cost. In the event the Purchaser and TK Elevator have a new or existing maintenance Agreement in effect at the time of the acceptance of this proposal and/or during the scope of this work, the terms of the Agreement shall remain in full force and effect throughout the performance of this scope of work and continue throughout the duration of the stated term in that Agreement.

5. Work Not Included

There are certain items that are not included in this Proposal, many of which must be completed by Purchaser prior to and as a condition precedent to TK Elevator's performance of its work as described in this Proposal. In order to ensure a successful completion of this project, it shall be solely Purchaser's responsibility to coordinate its own completion of those items with TK Elevator. The following is a list of those items that are not included in this Proposal:

A. Hoistways and Equipment Rooms

1. Purchaser shall provide the following:

- a. A dry legal hoistway, properly framed and enclosed, and including a pit of proper depth and overhead. This is to include steel safety beam, inspection or access platforms, access doors, sump pump, lights, waterproofing and venting as required; dewatering of pit(s) and required permanent screening/
- b. A dry legal machine/control room, with clear rollable access adequate for the elevator equipment, including floors, trap doors, properly sized legal machine room doors, gratings, machine room or roof access platforms, roof/loading protection, ladders, railings, foundations, all hoist beams, lighting, ventilation sized per the TK Elevator shop drawings and/or code requirements. Purchaser must maintain machine/control room (or machine/control space within the shaft for MRL equipment) temperature between 55 and 90 degrees Fahrenheit, with relative humidity less than 95% non-condensing at all times.
- c. Adequate bracing of entrance frames to prevent distortion during wall construction.
- d. All grouting, fire caulking, cutting, x-ray and removal of walls and floors, patching, coring, setting of sleeves/knockouts, penetrations and painting (except as specified) and removal of obstructions required for elevator work; along with all proper trenching and backfilling for any underground piping and/or conduit.
- e. All labor and materials necessary to support the full width of the hoistway at each landing for anchoring or welding TK Elevator sill supports, steel angles, sill recesses;
- f. The furnishing, installing and maintaining of the required fire rating of elevator hoistway walls, including the penetration of firewall by elevator fixture boxes;
- g. Ensuring that the elevator hoistways and pits are dewatered, cleaned and properly waterproofed;

B. Electrical and Life Safety:

1. Purchaser shall provide a dedicated, analog telephone or data line to the elevator telephone or communication device; one additional data line per group of elevators for diagnostic capability wired to designated controller;

2. Purchaser shall provide the following:

- a. suitable connections from the power main to each controller and signal equipment feeders as required, including necessary circuit breakers and fused mainline disconnect switches per N.E.C. prior to installation. Suitable power supply capable of operating the new elevator equipment under all conditions;
- b. piping and wiring to controller for mainline power, car lighting, and any other building systems that interface with the elevator controls per N.E.C. Articles 620-22 and 620-51;
- c. any required hoistway / wellway, machine room, pit lighting and/or 110v service outlets;
- d. conduit and wiring for remote panels to the elevator machine room(s) and between panels. Remote panels required by local jurisdictions are not included in this proposal;
- e. a bonded ground wire, properly sized, from the elevator controller(s) to the primary building ground; and all remote wiring to the outside alarm bell as requested by all applicable code provisions;
- f. installed sprinklers, smoke/heat detectors on each floor, machine room and hoistways / wellways, shunt trip devices (not self-resetting) and access panels as may be required as well as normally open dry contacts for smoke/heat sensors, which shall be terminated by Purchaser at a properly marked terminal in the elevator controller;
- g. a means to automatically disconnect the main line and the emergency power supply to the elevator prior to the application of water in the elevator machine room that shall not be self-resetting;

Modernization Proposal



- h. emergency power supply including automatic time delay transfer switch and auxiliary contacts with wiring to the designated elevator controller and along with electrical cross connections between elevator machine rooms for emergency power purposes;
- i. the following emergency power provisions are not included: interface in controller, pre-testing and testing, emergency power keyswitches;
- j. emergency power operation is included as part of the design of the elevator control system and based on each car in the group only, to properly sequence, one at a time to the programmed landing, and park. The design requires that the generator, transfer switch, and related circuitry are sufficient to run this function or any other function for any building other system that is associated with this project. In the event that the generator, transfer switch, and related circuitry are not sufficient, TK Elevator will provide Purchaser with a written change order for Purchaser's execution.
- k. a dry set of contacts which close 20 seconds prior to the transfer from normal power to emergency power or from emergency power to normal power whether in test mode or normal operating conditions in the event that an emergency power supply will be provided for the elevator;
- l. confirmation that the emergency standby power generator and/or building can accept the power generated to and from the elevator during both Hi-Speed and Deceleration. In cases where the generator and/or building load is not electrically sized to handle the power return from the regen drive, additional separate chopper and resistor units are available for purchase but not included in this proposal. The additional chopper and resistor units allow regenerated power to be dissipated in the resistor bank and not sent back into the building grid.

C. Miscellaneous:

1. Purchaser shall provide all work relating to the finished cab flooring including, but not limited to, the provision of materials and its installation to comply with all applicable codes;
2. Hydraulic jack replacement:
 - a. the excavation of the elevator cylinder well hole in the event drilling is necessary through soil that is not free from rock, sand, water, building construction members and obstructions. Should obstructions be encountered, TK Elevator will proceed only after written authorization has been received from the Purchaser. The contract price shall be increased by the amount of additional labor at TK Elevator's standard labor rates as per the local office along with any additional expenses and materials required;
 - b. adequate ingress and egress, including ramping, for rail-mounted or truck-mounted drill rig;
 - c. Purchaser is responsible for pumping truck contractor to remove and dispose of spoils from the site. In the event that unforeseen and unfavorable below ground conditions are encountered, including but not limited to concrete around the cylinder, construction debris, adverse water and/or soil conditions, erosion, cavitations, oil contamination, or circumstances necessitating increased hole depth, etc., which require the employment of specialized contractors, TK Elevator shall immediately advise the Purchaser and costs will be extra to the contract;
 - d. in ground protection systems other than TK Elevator's standard HDPE or PVC protection system with bottomless corrugated steel casing;
 - e. any required trenching and backfilling for underground piping or casings, and conduit as well as any compaction, grouting, and waterproofing of block-out;
 - f. engineering, provision and installation of methane barriers or coordination/access;
 - g. access to 2" pressurized water supply within 100'-0" of the jack hole location;
 - h. a safe, accessible storage area for placement of D.O.T. 55 gallon containers for the purpose of spoils containment; obtaining of local environmental or disposal permits
 - i. any spoils or water testing;

6. Working Hours, Logistics and Mobilization

- a. All work described in this Proposal shall be performed during TK Elevator's regular working days – defined as Monday thru Friday and excluding IUEC recognized holidays – and regular working hours – defined as those hours regularly worked by TK Elevator modernization mechanics at the TK Elevator branch office that will provide labor associated with the performance of the work described in this Proposal - unless otherwise specified and agreed to in writing by both TK Elevator and Purchaser (hereinafter TK Elevator's regular working days and regular working hours shall be collectively defined as "normal working hours"). TK Elevator shall be provided with uninterrupted access to the elevator hoistway and machine room areas to perform work during normal working hours.
- b. Purchaser shall provide on-site parking to all TK Elevator personnel at no additional cost to TK Elevator.
- c. Purchaser shall provide traffic control, lane closures, permits and flagmen to allow suitable access/unload of tractor trailer(s).
- d. Purchaser agrees to provide unobstructed tractor-trailer access and roll-able access from the unloading area to the elevator or escalator hoistways or wellways (as applicable).

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- e. Purchaser will be required to sign off on the Material Release Form, which will indicate the requested delivery date of equipment to the site. If Purchaser is not ready to accept delivery of the equipment within ten (10) business days of the agreed upon date, Purchaser will immediately make payments due for equipment and designate an area adjacent to the elevator shaft where Purchaser will accept delivery. If Purchaser fails to provide this location or a mutually agreeable alternative, TK Elevator is authorized to warehouse the equipment at the TK Elevator warehouse or designated distribution facility at Purchaser's risk and expense. Purchaser shall reimburse TK Elevator for all costs due to extra handling and warehousing. Storage beyond ten (10) business days will be assessed at a rate of \$100.00 per calendar day for each unit listed in this Proposal, which covers storage and insurance of the elevator equipment and is payable prior to delivery.
- f. Purchaser agrees to provide a dry and secure area adjacent to the hoistway(s) at the ground level for storage of the elevator equipment and tools within ten (10) business days from receipt at the local TK Elevator warehouse. Any warranties provided by TK Elevator for vertical transportation equipment will become null and void if equipment is stored in any manner other than a dry, enclosed building structure. Any relocation of the equipment as directed by Purchaser after initial delivery will be at Purchaser's expense.
- g. TK Elevator includes one mobilization to the jobsite. A mobilization fee of \$5,000.00 per crew per occurrence will be charged for pulling off the job or for any delays caused by others once material has been delivered and TK Elevator's work has commenced.
- h. Access for this project shall be free and clear of any obstructions. A forklift for unloading and staging material shall also be provided by Purchaser at no additional cost.
- i. Purchaser shall provide an on-site dumpster. TK Elevator will be responsible for cleanup of elevator/ escalator packaging material; however, composite cleanup participation is not included in this Proposal.
- j. The hiring of a disposal company which MUST be discussed prior to any material being ordered or work being scheduled. TK Elevator will provide environmental services ONLY if this is specifically included under the "Scope of Work" section above. TK Elevator assumes no responsibility and/or liability in any way whatsoever for spoils or other contamination that may be present as a result of the cylinder breach and/or other conditions present on the work site.
- k. One or more of the units described in this Proposal will be out of service and unavailable to move passengers and/or property during entire duration of the performance of the work described in this Proposal until re-certified by the applicable authority(ies) having jurisdiction and in good standing with payment schedules.
- l. If site specific rules and regulations classify the elevator pit as confined space, elevator pits will need to reclassify a permit-required space to a non-permit required space prior to mobilization.

7. Temporary Use, Inspection and Turnover

- a. Unless required by specification, TK Elevator will not provide for "temporary use" of the elevator(s) described in this Proposal prior to completion and acceptance of the complete installation. Temporary use shall be agreed to via a change order to this Proposal which shall require Purchaser's execution of TK Elevator's standard Temporary Use Agreement. Cost for temporary use of an elevator shall be \$200.00 per calendar day per hydraulic elevator and \$250.00 per calendar day for each traction elevator for rental use only, excluding personnel to operate. All labor and parts, including callbacks required during the temporary use period will be billed at TK Elevator's standard local billing rates. In the event that an elevator must be provided for temporary use, TK Elevator will require 30 days to perform final adjustments and re-inspection after the elevator has been returned to TK Elevator with all protection, intercoms and temporary signage removed. This duration does not include any provisions for finish work or for repairs of same, which shall be addressed on a project-by-project basis. Cost for preparation of controls for temporary use, refurbishment due to normal wear and tear, readjustment and re-inspection is \$5,000.00 per elevator up to 10 floors. For projects above 10 stops, an additional cost of \$1,500.00 / 10 floors shall apply. These costs are based on work performed during normal working hours. Temporary use excludes vandalism or misuse. Any required signage, communication devices, elevator operators, and protection are not included while temporary use is being provided. All overtime premiums for repairs during the temporary use period will be billed at TK Elevator's local service billing rates.
- b. The Proposal price set forth above includes one (1) inspection per unit by the applicable authority having jurisdiction if required by the government of the locality where the equipment is located. In the event the equipment fails that inspection due to no fault of TK Elevator, TK Elevator will charge Purchaser for both the cost of each re-inspection which shall be \$1,500.00 and a remobilization fee which shall be \$5,000.00 via change order prior to scheduling a re-inspection.
- c. Upon notice from TK Elevator that the installation and/or modernization of the equipment is complete, Purchaser will arrange to have present at the jobsite a person authorized to make the final inspection and to execute TK Elevator's "Final Acceptance Form." The date and time that such person will be present at the site shall be mutually agreed upon but shall not be more than ten (10) business days after the date of TK Elevator's notice of completion to Purchaser unless both TK Elevator and Purchaser agree to an extension of that ten (10) day period in writing. Such final inspection and execution of TK Elevator's "Final Acceptance Form" shall not be unreasonably delayed or withheld.

Modernization Proposal



- d. Should the Purchaser or the local authority having jurisdiction require TK Elevator's presence at the inspection of equipment installed by others in conjunction with the work described in this Proposal, Purchaser agrees to compensate TK Elevator for its time at TK Elevator's current billing rate as posted at its local office.
- e. At the conclusion of its work, TK Elevator will remove all equipment and unused or removed materials from the project site and leave its work area in a condition that, in TK Elevator's sole opinion, is neat and clean.
- f. Purchaser agrees to accept a live demonstration of equipment's owner-controlled features in lieu of any maintenance training required in the bid specifications.
- g. Purchaser agrees to accept TK Elevator's standard owner's manual in lieu of any maintenance, or any other, manual(s) required in the bid specifications.

8. MAX

MAX is a cloud based Internet of Things (IoT) platform that we, at our election, may connect to your elevators and escalators by means of installation of a remote-monitoring device or modem (each a "device"). MAX will analyze the unique signal output of your equipment 24/7 and when existing or potential outages are identified, MAX will automatically communicate with our dispatch centers. When appropriate, the dispatch center will alert our technicians during normal working hours. These MAX alerts provide the technician with precise diagnostics detail, which greatly enhances our ability to fix your equipment right the first time, MAXimizing the equipment uptime.

- a. Purchaser authorizes TK Elevator and its employees to access purchaser's premises to install, maintain and/or repair the devices and, upon termination of the service agreement, to remove the same from the premises if we elect to remove.
- b. TK Elevator is and shall remain the sole owner of the devices and the data communicated to us by the devices. The devices shall not become fixtures and are intended to reside where they are installed. TK Elevator may remove the devices and cease all data collection and analysis at any time.
- c. If the service agreement between TK Elevator and Purchaser is terminated for any reason, TK Elevator will automatically deactivate the data collection, terminate the device software and all raw data previously received from the device will be removed and/or expunged or destroyed.
- d. Purchaser consents to the installation of the devices in your elevators and to the collection, maintenance, use, expungement and destruction of the daily elevator data as set forth in this agreement.
- e. The devices installed by TK Elevator contain trade secrets belonging to us and are installed for the use and benefit of our personnel only.
- f. Purchaser agrees not to permit purchaser personnel or any third parties to use, access, tamper with, relocate, copy, disclose, alter, destroy, disassemble or reverse engineer the device while it is located on purchaser's premises.
- g. The installation of this equipment shall not confer any rights or operate as an assignment or license to you of any patents, copyrights or trade secrets with respect to the equipment and/or any software contained or imbedded therein or utilized in connection with the collection, monitoring and/or analysis of data.

9. Additional Terms and Conditions

- a. In no event shall TK Elevator be responsible for liquidated, consequential, indirect, incidental, exemplary, and special damages associated with the work described in this Proposal.
- b. This Proposal is made without regard to compliance with any special purchasing, manufacturing or construction/installation requirements including, but not limited to, any socio-economic programs, such as small business programs, minority or woman owned business enterprise programs, or local preferences, any restrictive sourcing programs, such as Buy American Act, or any other similar local, state or federal procurement regulations or laws that would affect the cost of performance. Should any such requirements be applicable to the work described in this Proposal, TK Elevator reserves the right to modify this Proposal or rescind it altogether.
- c. TK Elevator is an equal opportunity employer.
- d. TK Elevator's performance of the work described in this Proposal is contingent upon Purchaser furnishing TK Elevator with any and all necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this Proposal or the manufacture, delivery or installation of the equipment. All applicable sales and use taxes, permit fees and licenses imposed upon TK Elevator as of the date of the Proposal are included in the price of the Proposal. Purchaser is responsible for any additional applicable sales and use taxes, permit fees and licenses imposed upon TK Elevator after the date of the Proposal or as a result of any law enacted after the date of the Proposal.
- e. All taxes, tariffs, duties, permit and/or license fees imposed upon TK Elevator as of the date of the execution of this Proposal are included in the price of the Proposal. After the date of acceptance of this Proposal and in addition to the Proposal price, Purchaser is also responsible to pay TK Elevator for any new (or any increase in): (1) applicable taxes, tariffs, duties, permit and/or license fees; (2) charges from its suppliers for any of the applicable materials and/or components: (A) due to supply chain issues, the imposition of new or increased taxes, tariffs, or other charges by applicable governmental authorities; (B) if the release of materials called for in this

Modernization Proposal



Proposal occurs after the milestone mentioned earlier in this Proposal; and/or (C) if the completion of work called for in this Proposal occurs after the milestone mentioned earlier in this Proposal; and/or (3) charges from TK Elevator's shippers and/or freight forwarders.

f. Purchaser agrees to provide TK Elevator's personnel with a safe place in which to work and TK Elevator reserves the right to discontinue work at the jobsite whenever, in TK Elevator's sole opinion, this provision is being violated.

g. The pricing set forth in this Proposal assumes that the elevator pits will not be classified as a confined space. TK Elevator will follow its standard safety policy and procedures. Any job specific safety requirements over and above TK Elevator's standard practices and policies may require additional costs.

h. TK Elevator will furnish and install all equipment in accordance with the terms, conditions, scope and equipment nomenclature as noted herein. Requested changes or modifications to such provisions will require a written change order issued on the Purchaser's letterhead and accepted by TK Elevator in writing prior to the execution of such work. This change order shall detail the current contract price, the amount of the change, and new contract value.

i. This Proposal does not include a schedule for the work described and any such schedule shall be mutually agreed upon by an authorized representative of both TK Elevator and Purchaser in writing before becoming effective.

j. In the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the jobsite, Purchaser shall monitor TK Elevator's work place and prior to and during TK Elevator's manning of the job, Purchaser shall certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. In the event TK Elevator's employees or those of TK Elevator's subcontractors are exposed to an asbestos hazard, PCP's, lead or other hazardous substances, Purchaser agrees, to the fullest extent permitted by law, to indemnify, defend, and hold TK Elevator harmless from all damages, claims, suits, expenses, and payments resulting from such exposure. Identification, notification, removal and disposal of asbestos containing material, PCP's lead or other hazardous substances are the responsibility of the Purchaser.

k. TK Elevator retains title to and a security interest in all equipment it supplies – which TK Elevator and Purchaser agree can be removed without material injury to the real property – until all payments including deferred payments and any extensions thereof, are made. In the event of any default by Purchaser on any payment, or any other provision of this Proposal, TK Elevator may take immediate possession of the equipment and enter upon the premises where it is located – without legal process – and remove such equipment or portions thereof, irrespective of the matter of its attachment to the real estate or the sale, mortgage or lease of the real estate. Pursuant to the Uniform Commercial Code, and at TK Elevator's request, Purchaser agrees to execute any financial or continuation statements which may be necessary for TK Elevator to file in public offices in order to perfect TK Elevator's security interest in such equipment.

l. TK Elevator reserves the right to assign payments owed to TK Elevator under this Proposal.

m. TK Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor troubles, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, acts of God or any cause beyond its control.

n. The rights of TK Elevator under this Proposal shall be cumulative and the failure on the part of the TK Elevator to exercise any rights hereunder shall not operate to forfeit or waive any of said rights. Any extension, indulgence or change by TK Elevator in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this Proposal.

o. In the event TK Elevator engages a third party to enforce the terms of this Proposal, and/or to collect payment due hereunder, either with or without suit, Purchaser agrees to pay all costs thereof together with reasonable attorney's fees. Purchaser does hereby waive trial by jury and does hereby consent to the venue of any proceeding or lawsuit under this Proposal to be in the county where the work covered by this Proposal is located.

p. TK Elevator can furnish Certificate of Workers' Compensation, Bodily Injury and Property Damage Liability Insurance coverage to Purchaser upon written request.

q. Should loss of or damage to TK Elevator's material, tools or work occur at the project site, Purchaser shall compensate TK Elevator for such loss, unless such loss or damage results from TK Elevator's own acts or omissions.



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s. Purchaser further expressly agrees to name Tk Elevator Corporation and TK Elevator Manufacturing, Inc. along with their respective officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure TK Elevator Corporation and TK Elevator Manufacturing, Inc. for those claims and/or losses referenced in the above paragraph and those claims and/or losses arising from the negligence of TK Elevator Corporation and TK Elevator Manufacturing, Inc. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives its right of subrogation.

t. TK Elevator's participation in any controlled insurance program is expressly conditioned upon review and approval of all controlled insurance program information and documentation prior to enrollment. Any insurance credits if applicable, will be provided at that time.

u. Unless so mutually agreed upon in a separate signed agreement, TK Elevator shall not be required to interact or correspond with any third party with whom Subcontractor is not in privity of contract concerning matters pertinent to this Agreement.

v. The Purchaser must inform TK Elevator if Purchaser is, or becomes, an individual or entity that is - or that is majority owned or controlled by a party that is - included on any list of restricted parties maintained by (i) the United States of America; (ii) the United Nations; (iii) the European Union or any EU member state; (iv) the UK; or (v) any other national authority binding the parties of this contract.

In case the Purchaser, or any other beneficiary of this transaction, e.g. the end-user, is or becomes an individual or entity that is - or that is majority owned or controlled by a party that is - included on any list of restricted parties, TK Elevator reserves the right to cancel this Proposal immediately.

If the goods subject to this Proposal would be exported, re-exported, resold, used, transferred or otherwise disposed of in violation of any sanctions applicable to TK Elevator, TK Elevator also reserves the right to cancel this Proposal immediately. In this respect, the Purchaser shall be obliged to disclose the final delivery address, end-user and end-use of the goods upon request - insofar as legally permissible - and to notify TK Elevator of all circumstances that indicate an aforementioned infringement.

"Sanctions" means here any economic, trade or financial sanctions, laws, regulations, embargoes or restrictive measures imposed, enacted, administered or enforced by any Sanctions Authority. "Sanctions Authority" means (i) the US; (ii) the UN Security Council; (iii) the EU and any EU member state; (iv) the UK; or (v) any governmental institutions of any of the foregoing which administer Sanctions, including HM Treasury, OFAC, the US State Department and the US Department of the Treasury.

Modernization Proposal



Acceptance

Purchaser's acceptance of this Proposal and its approval by an authorized manager of TK Elevator will constitute exclusively and entirely the agreement between the parties for the goods and services herein described and full payment of the sum of One Hundred Seventy Five Thousand Two Hundred Ninety Five Dollars and Ninety One Cents (\$175,295.91) plus any applicable sales tax.

All other prior representations or regarding this work, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this Proposal will be recognized unless made in writing and properly executed by both parties as a change order. Should Purchaser's acceptance be in the form of a purchase order or other similar document, the provisions of this Proposal will exclusively govern the relationship of the parties with respect to this transaction. No agent or employee shall have the authority to waive or modify any of the terms of this Proposal without the prior written approval of an authorized TK Elevator manager.

(Purchaser):		TK Elevator Corporation Management Approval
By:		By:
_____ (Signature of Authorized Individual) Judge William R. Mitchell		_____ (Signature of Branch Representative) Mark Maytum Sales Manager
_____ (Print or Type Name)		
_____ (Print or Type Title)		
_____ (Date of Acceptance)		_____ (Date of Execution)



Rushing - Estes - Knowles Mortuary, Inc.

UVALDE, TEXAS
(830) 278-5611

FAX (830) 278-7510
TOLL FREE (888) 278-5611

SABINAL, TEXAS
(830) 988-2222

August 29, 2024

William R. Mitchell

Uvalde County Judge

#3 Courthouse Square

Uvalde, Texas 78801


Re: Bid No. 2024-05 County Morgue

For services and merchandise for pauper funerals where death and burial are in Uvalde County, include the following:

- a. First call and Embalming
- b. Filing of all required permits
- c. Casket
- d. Clothing (if none available)
- e. Use of staff and automobiles for funeral service
- f. A Texas Licensed Funeral Director & Embalmer from the time of First Call (Removal) until completion of services

Our bid for the above is \$0.00 (zero)

Sincerely,


Taylor Michelle Massey

Managing Funeral Director & Embalmer



424 Geraldine Street
Uvalde, Texas 78801

Phone: (830) 333-9036
Fax: (830) 333-9037

08/13/2024

William R. Mitchell
Uvalde County Judge
#3 Courthouse Square
Uvalde, Texas 78801

Re: "Bid No. 2024-05 County Morgue"

Bid/Proposal will be for service and merchandise of pauper funerals where death and burial is in Uvalde County, to include the following:

- A. First Call and Embalming
- B. Filing of all required permits
- C. Casket
- D. Clothing (If none is available)
- E. Use of Staff and automobiles for funeral services

Hillcrest Memorial Funeral Home submits a **bid for \$0.00 (zero) per case for total services** referenced above.

Owner/Funeral Director –LeRoy Briones
Hillcrest Memorial Funeral Home
424 Geraldine St.
Uvalde, TX 78801

River Rim Resort
P.O. Box 72
Concan, Texas 78838
830-232-5758
riverrimresort@yahoo.com

August 13, 2024

The Honorable Judge William R. Mitchell
Uvalde County Courthouse
Uvalde, TX 78838

RE: Bid No. 2024-06- US 83/CR 350

Dear Judge Mitchell and Uvalde County Commissioners,

I would like to submit an unsolicited proposal to the Uvalde County Commissioners Court to lease the 1.54 acres owned by Uvalde County at the corner of US 83 and CR 350. River Rim Resort is proposing to pay Uvalde County \$1,100 for 12 months beginning October 1, 2024 in order to place a 4 foot x 8 foot sign at that location advertising our resort property.

Enclosed you will find proof of insurance for River Rim Resort and the Conflict of Interest Questionnaire.

Thank you for your consideration.

Sincerely,


Nancy Feely

Nancy Feely 9/6/24

**9. CONSIDER AND ACT UPON ADDENDUM TO LGS CONTRACT
FOR DISTRICT CLERK SERVICES**

See attached

_____ **Commissioner Yeackle**

_____ **Commissioner Pargas**

_____ **Commissioner Bates**

_____ **Commissioner Garza**

Addendum 17

Exhibit 1

Non-Exclusive License and Services Agreement

THIS ADDENDA is entered into and executed by and between UVALDE COUNTY, TEXAS (“COUNTY”) with administrative offices located at Uvalde County Courthouse, 100 N. Getty Street, Uvalde, Texas 78801, and Local Government Solutions, L.P. (“VENDOR”), having its principal place of business at 2693 Hwy 77, North, Suite 2100, Waxahachie, Texas 75165:

WHEREAS, the Commissioners Court of the COUNTY has determined that it desires to amend the existing contract for data processing services to add 1 (one) full user to the office of the District Clerk; and

WHEREAS, the COUNTY is a willing participant in this Addendum and is bound by the existing Agreement with the VENDOR hereinafter referred to as Contract # LGS17-00132 and entitled Non-Exclusive License and Services Agreement (NLSA), which is on file in the Uvalde Count Clerks Records. The NLSA shall be the governing agreement with this and any future addendums forming the entire agreement;

WHEREAS, in accordance with the existing NLSA Uvalde County wishes to make an amendment to the existing NLSA;

NOW, THEREFORE, for and in consideration of the premises stated above and of the mutual covenants, agreements, and promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to the following amendments:

Amendment 17:

Schedule A. The following amendments to Schedule A shall be made:

Addition for District Clerk

All Modules	Number of Licenses	Monthly Cost
District Clerk		
Full User	1	160.00
Total Proposal – Monthly Fee Increase		\$160.00

New Uvalde Monthly Commitment

Contract LGS17-00132	\$2,090.00
Contract LGS17-00132 Addendum 1 (County Clerk)	\$1,665.00
Contract LGS17-00132 Addendum 2 (District Modifications)	(\$115.00)
Contract LGS17-00132 Addendum 3 (County and District Attorney)	\$2,291.00
Contract LGS17-00132 Addendum 3 REMOVAL (County and District Attorney)	(\$2,291.00)
Contract LGS17-00132 Addendum 3-M (County Attorney)	\$978.00
Contract LGS17-00132 Addendum 4 (38 th Judicial District Attorney Uvalde Only)	\$1,179.00
Contract LGS17-00132 Addendum 5 (CPS)	\$185.00
Contract LGS17-00132 Addendum 5 REMOVAL (CPS)	(\$185.00)
Contract LGS17-00132 Addendum 6 (Justice of the Peace Offices)	\$1,760.00
Contract LGS17-00132 Addendum 7 (District Modifications)	\$469.00

Contract Identification Number
LGS17-00132-17

Contract LGS17-00132 Addendum 8 (District Attorney Modifications)	\$582.00
Contract LGS17-00132 Addendum 9 (District Court Modifications)	\$160.00
Contract LGS17-00132 Addendum 10 (District Court Modifications)	VOIDED
Contract LGS17-00132 Addendum 11 (Hosting and OLS Modifications)	\$990.00
Contract LGS17-00132 Addendum 12 (District Court OLS Modifications)	\$320.00
Contract LGS17-00132 Addendum 13 (Hosting Modifications)	\$179.00
Contract LGS17-00132 Addendum 14 (County Attorney)	\$197.00
Contract LGS17-00132 Addendum 15 (County Attorney)	\$120.00
Contract LGS17-00132 Addendum 16 (District Attorney OLS Modifications)	\$320.00
Contract LGS17-00132 Addendum 17 (District Clerk)	\$160.00
New Total Monthly Commitment	\$11,047.00

Agreed to this the _____ day of _____, 20____ and hereby amended by the
Commissioners Court Minute Order No _____ of Uvalde County, Texas.



Approved by:

Uvalde County, Texas

Local Government Solutions, L.P.

Hon. William R. Mitchell
Uvalde County Judge



William E. Hazeldean
President

Date: _____, 2024

Date September 23, 2024

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Addendum 17

**Exhibit I
Non-Exclusive License and Services Agreement**

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WHEREAS, the Commissioners Court of the COUNTY has determined that it desires to amend the existing contract for data processing services to add 1 (one) full user to the office of the District Clerk; and

WHEREAS, the COUNTY is a willing participant in this Addendum and is bound by the existing Agreement with the VENDOR hereinafter referred to as Contract # LGS17-00132 and entitled Non-Exclusive License and Services Agreement (NLSA), which is on file in the Uvalde Count Clerks Records. The NLSA shall be the governing agreement with this and any future addendums forming the entire agreement;

WHEREAS, in accordance with the existing NLSA Uvalde County wishes to make an amendment to the existing NLSA;

NOW, THEREFORE, for and in consideration of the premises stated above and of the mutual covenants, agreements, and promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to the following amendments:

Amendment 17:

Schedule A. The following amendments to Schedule A shall be made:

Addition for District Clerk

All Modules	Number of Licenses	Monthly Cost
District Clerk		
Full User	1	160.00
Total Proposal – Monthly Fee Increase		\$160.00

New Uvalde Monthly Commitment

Contract LGS17-00132	\$2,090.00
Contract LGS17-00132 Addendum 1 (County Clerk)	\$1,665.00
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**Contract Identification Number
LGS17-00132-17**

Contract LGS17-00132 Addendum 8 (District Attorney Modifications)	\$582.00
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Contract LGS17-00132 Addendum 15 (County Attorney)	\$120.00
Contract LGS17-00132 Addendum 16 (District Attorney OLS Modifications)	\$320.00
Contract LGS17-00132 Addendum 17 (District Clerk)	\$160.00
New Total Monthly Commitment	\$11,047.00

Agreed to this the _____ day of _____, 20____ and hereby amended by the
Commissioners Court Minute Order No _____ of Uvalde County, Texas.

Approved by:

Uvalde County, Texas

Local Government Solutions, L.P.

Hon. William R. Mitchell
Uvalde County Judge



William E. Hazeldean
President

Date: _____, 2024

Date September 23, 2024

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10. CONSIDER AND ACT UPON INTER LOCAL AGREEMENTS FOR MEDICAL EXAMINER SERVICES

Currently Uvalde County is utilizing Central Texas Autopsy in Lockhart for autopsies. From time to time results of the autopsy may be delayed due to the amount of work at the Central Texas facility. Attached for consideration are interlocal agreements with Travis County and with Forensic Lab South Texas to allow for two more options when the County needs to have an autopsy performed.

_____ **Commissioner Yeackle**

_____ **Commissioner Pargas**

_____ **Commissioner Bates**

_____ **Commissioner Garza**

Interlocal Cooperation Agreement for Medical Examiner Services Between Travis County and Uvalde County

This Interlocal Cooperation Agreement for Medical Examiners Services ("Agreement") is made pursuant to Chapter 791 of the Texas Government Code and Chapter 49.25 of the Texas Code of Criminal Procedure and entered into by and between the County of Travis, a political subdivision of the State of Texas ("Travis County"), and Uvalde County, a political subdivision of the State of Texas ("Uvalde County"), each a "Party" and collectively the "Parties" to this Agreement.

RECITALS

Travis County, through the Travis County Medical Examiner's Office, provides medical examiner services for Travis County and several surrounding Texas counties.

Uvalde County has not established and does not maintain a medical examiner's office and is not part of a medical examiners district.

Uvalde County desires to obtain the services of Travis County to provide medical examiner services to Uvalde County, and Travis County desires to provide such services if requested.

Both Travis County and Uvalde County have the authority to enter into an interlocal cooperation agreement for the purpose of rendering and receiving medical examiner services under Texas Government Code chapter 791.

NOW, THEREFORE, in consideration of the mutual benefits to be received, the Parties agree as follows:

1.0 DEFINITIONS

In this Agreement:

- 1.01 "Autopsy" means a postmortem examination of the body of a person to determine the cause of death or the nature of any pathological changes that may have contributed to the death, or to identify the person. An autopsy includes, at the discretion of the doctor performing the examination, an examination of the internal organs and structures after dissection; an external examination of the body only; taking or removing from a body organs, tissues and body fluids for examination; taking x-rays and photographs; and toxicological analysis.
- 1.02 "Chart Review" means the evaluation of medical information related to a case by a forensic pathologist. The forensic pathologist will discuss the medical information and provide a summary sheet detailing the cause and manner of death to the Justice of the Peace.

- 1.03 "Justice of the Peace" means any person lawfully holding the office of justice of the peace in Uvalde County.
- 1.04 "Medical Examiner" means the Travis County Medical Examiner, or his designee.
- 1.05 "Medical Examiner Testimony" means to provide expert testimony, on any autopsy provided under this Agreement, by the medical examiner or any member of the medical examiner's staff.

2.0 TERM

- 2.01 *Initial Term.* This Agreement's initial term shall commence on the date on which the last Party signs it ("Initial Term") and shall continue until September 30, 2024 unless sooner terminated as provided herein.
- 2.02 *Automatic Renewal.* Upon the expiration of the Initial Term, this Agreement shall automatically renew October 1, 2024 for successive twelve (12) month terms unless terminated under section 10.0.

3.0 UVALDE COUNTY RESPONSIBILITIES

- 3.01 *Authority to Order Services.* A Justice of the Peace may request the Medical Examiner to perform an autopsy and any medical examiner testimony that Uvalde County needs. A County Judge operating under Texas Code of Criminal Procedure article 49.07(c)(2) may also request the Medical Examiner to perform an autopsy.
- 3.02 *Written Request.* When a Justice of the Peace determines that a postmortem examination is necessary, the Justice of the Peace shall make a written request for a postmortem examination and shall submit to the Medical Examiner a signed order in the designated format of Attachment A.
- 3.03 *Delivery of Body.* The Justice of the Peace must contact and notify the Medical Examiner a minimum of one (1) hour before delivering a body to the Medical Examiner. The notification shall inform the Medical Examiner of the transport of a body to the Medical Examiner's office and provide information about the decedent.
- 3.04 *Required Records.* Upon request, the Justice of the Peace requesting an autopsy shall make reasonable efforts to send all investigative reports and photos to the Medical Examiner within thirty (30) days of the Medical Examiner's receipt of the body. Upon request, the Justice of the Peace shall make reasonable efforts to provide the decedent's medical history, including the decedent's medical records, if any, and a list of the decedent's medications by fax or e-mail to the Medical Examiner within forty-eight (48) hours of the Medical Examiner's receipt of the

body. In addition, where the body's identity is at issue, the Justice of the Peace is responsible for obtaining the relevant dental and other potentially identifying records to send to the Medical Examiner.

- 3.05 *Rates.* If a Justice of the Peace requests the Medical Examiner perform an autopsy, Uvalde County shall pay Travis County \$4,085.00 per body requiring an autopsy that includes dissection and examination of internal organs, and \$1,267.00 per body requiring only an external examination. If Uvalde County requires medical examiner testimony, Uvalde County shall pay Travis County a non-prorated fee of \$300 per hour, including travel time, with a minimum of two hours, and a non-prorated fee of \$300 per hour for each subsequent hour of testimony. If Uvalde County requires a Chart Review with medical opinion, Uvalde County shall pay \$489 for each Chart Review. Travis County may require Uvalde County to pay a non-prorated \$35 per day for each body that remains at the Travis County Forensic Center beyond seventy-two (72) hours after the Medical Examiner has faxed Uvalde County the preliminary findings of an identified body.
- 3.06 *Payment.* Texas Government Code chapter 2251 governs payments to Travis County for its medical examiner services.
- 3.07 *Responsibility for Claims.* Uvalde County expressly agrees and acknowledges that Uvalde County shall be responsible for any and all claims, causes of action, suits, losses, damages, and liability of any kind, including all litigation expenses, court costs, and attorney's fees, for any person's injury or death, or for damage to any property arising in connection with the medical examiner services performed for Uvalde County under this Agreement, other than for willful or malicious acts or omissions by the Medical Examiner or any other Travis County officer, agent, or employee, for which liability, if any, shall be determined under Texas law.
- 3.08 Uvalde County reserves the right to seek medical examiner services from any other source during the term of this Agreement.

4.0 TRAVIS COUNTY RESPONSIBILITIES

- 4.01 *Providing Medical Examiner Services.* The Medical Examiner shall perform any autopsy ordered by any Justice of the Peace, with certain exceptions outlined below. The Medical Examiner may deny a request for services for the following reasons:
- 4.01.1 If at the time of the request, the Medical Examiner determines there is a compelling need to deny the request. For the purposes of this section, "compelling need" includes a significant staff shortage, mass disaster, or other emergency circumstance;

- 4.01.2 As one of the remedies outlined in Texas Government Code section 2251.051 for a governmental body's failure to pay a vendor:
- 4.01.3 If the request for medical examiner services does not comply with subsection 3.02; or
- 4.01.4 If the Justice of the Peace did not comply with subsection 3.04 in a previous request.
- 4.02 *Reliance on Order.* Travis County may rely on any order by any Justice of the Peace as an authorized request of Uvalde County.
- 4.03 *Invoices.* If Travis County provides medical examiner services to Uvalde County, Travis County shall invoice Uvalde County for the services provided at the rates in 3.05, or at the rates as amended under 7.02. If Uvalde County notifies Travis County that any invoice lacks sufficient information and specifies what information is needed, Travis County shall provide the additional information within ten (10) days of that notice.

5.0 COMPLIANCE WITH THE LAW

- 5.01 Uvalde County and Travis County shall comply with all laws, rules, and regulations applicable to this Agreement.

6.0 RETENTION, ACCESSIBILITY, AND AUDIT OF RECORDS

- 6.01 *Custodian.* The Justice of the Peace who requests an autopsy under this Agreement is the custodian of the records generated by the Travis County Medical Examiner's officer in providing the autopsy.
- 6.02 *Travis County Retention.* Travis County shall maintain all records and documentation it generates in providing autopsies under this Agreement in a readily available state and location.
- 6.03 *Access.* Travis County shall give the requesting Justice of the Peace, or the judge's duly authorized representative, access to and the right to examine all autopsy records, reports, files, and other papers related to this Agreement at reasonable times and for reasonable periods. Access and rights under this subsection shall continue as long as these records are retained by Travis County. Travis County shall make copies and certified copies of records, reports, files, and other papers available to the requesting Justice of the Peace, or the judge's duly authorized representatives, at no charge.

7.0 AMENDMENTS

- 7.01 *Formal Process.* Any change to this Agreement's provisions, except for changes to the rates in 3.04, shall be made in writing and signed by both Parties. Uvalde County acknowledges that no Travis County officer, agent, employee, or representative has any authority to change this Agreement's provisions unless the Travis County Commissioners Court expressly grants that authority. Travis County acknowledges that no Uvalde County officer, agent, employee, or representative has any authority to change this Agreement's provisions unless the Uvalde County Commissioners Court expressly grants that authority.
- 7.02 *Amending Rates.* Travis County may amend the rates stated in subsection 3.05 by sending a notice of rate change under section 11.0 to Uvalde County at least sixty (60) days before the change is to become effective. If Uvalde County does not send a notice under section 11.0 stating that the change is unacceptable before its effective date, Uvalde County shall accept the rates stated in the notice of rate change and shall pay those rates for any medical examiner services or medical examiner testimony that Travis County provides after the effective date.
- 7.03 *Uvalde County Request.* Uvalde County shall submit all requests for changes to this Agreement to the Medical Examiner. The Medical Examiner shall present Uvalde County's requests to the Travis County Commissioners Court for consideration.
- 7.04 *Travis County Request.* Travis County shall submit all requests for changes to this Agreement to the Uvalde County Commissioners Court for consideration.

8.0 PAYMENTS FROM CURRENT REVENUES

- 8.01 Each Party paying for the governmental functions or services shall make those payments from current revenues available to the paying Party.

9.0 NON-WAIVER AND RESERVATION OF REMEDIES

- 9.01 *Non-Waiver.* Any act of forbearance by either Party to enforce provisions under this Agreement shall not be construed as a modification or waiver of the other Party's concurrent or future breach or default. Either Party's failure to exercise any right or privilege granted in this Agreement shall not be construed as a waiver of that right or privilege.
- 9.02 *Reservation of Rights and Remedies.* All rights of both Parties under this Agreement are specifically reserved. Any payment, act, or omission by a Party shall not impair or prejudice that Party's remedies or rights under this Agreement. Any right or remedy stated in this Agreement shall not preclude exercising any

other right or remedy, whether under this Agreement, the law, or at equity; and neither shall any action taken in exercising any right or remedy be deemed a waiver of any other rights or remedies.

10.0 TERMINATION

- 10.01 Either Party may terminate this Agreement at any time, with or without cause, by giving the other Party written notice of its intent to terminate at least thirty (30) days prior to the termination's effective date.
- 10.02 *Rights Surviving Termination.* If either Party terminates this Agreement, Travis County has a right to payment for all services provided and unpaid before the effective date of termination.

11.0 NOTICES

- 11.01 *Notice Method.* Any notice required or permitted to be given under this Agreement by one Party to the other shall be in writing. If notice is delivered in person to the appropriate address in subsection 11.02 or 11.03, it shall be deemed to have been given immediately. Alternatively, if notice is addressed to the appropriate address in subsections 11.02 or 11.03 and placed in the United States mail, postage prepaid by registered or certified mail with return receipt requested, it shall be deemed given on the third day following mailing.
- 11.02 *Travis County Address.* Travis County's address for all purposes under this Agreement shall be:

Honorable Andy Brown (or his successor in office)
Travis County Judge
P.O. Box 1748
Austin, Texas 78767-1748

With copies to (registered or certified mail is not required):

Honorable Delia Garza (or her successor in office)
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767-1748

and

J. Keith Pinckard, M.D., Ph.D. (or his successor)
Travis County Medical Examiner
P. O. Box 1748
Austin, Texas 78767-1748

and

Bonnie Floyd (or her successor),
Travis County Purchasing Agent
P.O. Box 1748
Austin, Texas 78767-1748

11.03 *Address of Uvalde County.* The address of Uvalde County for all purposes under this Agreement and for all notices shall be:

Honorable William R. Mitchell (or successor in office)
Uvalde County Judge
Office of the Uvalde County Judge
Courthouse Plaza, Box 3
Uvalde, Tx 78801

11.04 *Change of Address.* Each Party may change the address for notice to it by giving notice of the change under subsection 11.01.

12.0 ASSIGNABILITY

12.01 Neither Party may assign any of the rights or duties created by this Agreement without the other Party's prior written approval. Uvalde County acknowledges that no Travis County officer, agent, employee, or representative has any authority to grant such assignment unless the Travis County Commissioner's Court expressly grants that authority. Travis County acknowledges that no Uvalde County officer, agent, employee, or representative has any authority to change this Agreement's provisions unless the Uvalde County Commissioner's Court expressly grants that authority.

13.0 ENTIRE AGREEMENT

13.01 This Agreement and its attachment, incorporated herein by reference and inclusion, represent the entire Agreement between the Parties, and supersede all prior representations, agreements, statements, and understandings relating to its subject matter, whether verbal or in writing.

14.0 INTERPRETATION OF AGREEMENT

14.01 *Law and Venue.* This Agreement is governed by the laws of the State of Texas and all obligations under this Agreement will be performable in the City of Austin, Texas, or in Travis County, Texas. It is expressly understood that any lawsuit, litigation, or dispute arising out of or relating to this Agreement will take place in Travis County and the City of Austin.

- 14.02 *Severability.* If any portion of this Agreement is ruled invalid by a court of competent jurisdiction, the remainder of the Agreement shall be construed as if that portion were not included in the Agreement and shall remain valid and binding.
- 14.03 *Time Computation.* When any period of time is stated in this Agreement, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday, or a day that either Travis County or Uvalde County has declared a holiday for its employees, these days shall be omitted from the computation.
- 14.04 *Number and Gender.* Words of any gender in this Agreement shall be construed to include any other gender and words in either number shall be construed to include the other unless the context in the Agreement clearly requires otherwise.
- 14.05 *Headings.* The headings at the beginning of this Agreement's provisions have been included only to make it easier to locate the subject matter covered by that section or subsection and are not to be used in construing this Agreement.

15.0 LEGAL AUTHORITY

- 15.01 *Uvalde County Signors.* An individual signing this Agreement on behalf of Uvalde County or representing himself to be signing this Agreement on Uvalde County's behalf, does hereby warrant and guarantee that Uvalde County authorized the individual to sign this Agreement on Uvalde County's behalf and to bind Uvalde County validly and legally to this Agreement.
- 15.02 *Travis County Signors.* An individual signing this Agreement on behalf of Travis County, or representing himself to be signing this Agreement on Travis County's behalf, does hereby warrant and guarantee that Travis County authorized the individual to sign this Agreement on Travis County's behalf and to bind Travis County validly and legally to this Agreement.

16.00 DUPLICATE ORIGINALS

16.01 This document may be executed in duplicate originals.

Executed as of the later date set forth below.

TRAVIS COUNTY

UVALDE COUNTY

By: _____
 Andy Brown, County Judge
 Travis County, Texas

By: _____
 William R. Mitchell, County Judge
 Uvalde County, Texas

Date: _____

Date: _____

Attachment A

ORDER FOR POSTMORTEM EXAMINATION

I, _____, Justice of the Peace, Precinct _____,
_____ County, Texas, upon the authority vested in me by law, hereby
order a postmortem examination upon the body of:

Name of Decedent: _____

Date of Birth: _____

Date of Death: _____

Other relevant information: _____

Law Enforcement will attend autopsy.

I hereby authorize a duly appointed forensic pathologist employed by the Travis County Medical Examiner's Office to perform a post mortem examination of the above named decedent and to remove and/or retain such organs, tissues or fluids as may be necessary for further study to determine cause and manner of death. Based on the circumstances of death, my preference is:

External examination

Full autopsy

I understand that the forensic pathologist will make the final determination on the scope of the postmortem examination at the time of examination.

Please mail, email, or fax a copy of the report to:

Phone # _____ Fax # _____

Email _____

I further order the Travis County Medical Examiner's Office to release the body to _____ OR a family selected funeral home upon completion of the postmortem examination.

Judge

Date

INTER - OFFICE MEMORANDUM

TO: COUNTY ADMINISTRATION, JUDGES AND ATTORNEYS

FROM: FORENSIC LAB SOUTH TEXAS
RAY FERNANDEZ MD PLLC
FORENSIC PATHOLOGIST

DATE: NOVEMBER 17, 2023

RE: HAS YOUR AUTOPSY LAB VENDOR COMPLETED
SUCCESSFUL LAB INSPECTION / ACCREDITATION ?

On August 25th, 2023, College of American Pathologists (CAP) sent a team of inspectors to conduct an onsite inspection of our working lab, as well as supplies, staffing, equipment, and records keeping. College of American Pathologists not only inspects private autopsy labs, but also conducts inspections on larger hospital labs such as Christus Spohn Hospital(s) and Driscoll Children's Hospital. I am pleased to say that we passed that inspection and earned our accreditation.

Currently, there is no city, state or federal regulations that requires autopsy labs to have lab inspection(s) completed. Labs can volunteer to have an inspection completed by National Association of Medical Examiners, the International Association of Coroners, or the College of American Pathologists.

Forensic Lab South Texas provides a professional, quality public service that can be costly but due to biohazard sample handling, special lab procedures, toxicology, and clinical testing. The final autopsy reports is used by grieving families, various insurance agencies, Child Protective Services, Texas Department of Health and Human Services, hospital staff, state vital records, law enforcement agencies, attorneys, and in civil and criminal court trials.

If the autopsy report does not have lab accreditation, then it's possible that the lack of accreditation can become a genuine conundrum in the courtroom or public forums.

It certainly behooves you to consider lab inspection / accreditation when choosing an autopsy lab service provider.

COLLEGE of AMERICAN
PATHOLOGISTS

CERTIFICATE of ACCREDITATION

Ray Fernandez MD PLLC
Laboratory
Corpus Christi, Texas
Ray Fernandez, MD

CAP#: 9543738

The organization named above meets all applicable standards for accreditation and is hereby accredited by the College of American Pathologists' Laboratory Accreditation Program. Reinspection should occur prior to **August 23, 2025** to maintain accreditation.

Accreditation does not automatically survive a change in director, ownership, or location and assumes that all interim requirements are met.



Kathleen G. Beavis, MD
Chair, Accreditation Committee



Emily E. Volk, MD
President, College of American Pathologists



**PROFESSIONAL SERVICES CONTRACT FOR FORENSIC PATHOLOGIST
TO PROVIDE AUTOPSY AND RELATED SERVICES
AT CONTRACTED (FUNERAL HOME) FACILITY**

This contract is made and entered into by and between UVALDE COUNTY (the "COUNTY"), a political subdivision of the State of Texas, acting by and through its Commissioners Court and Ray Fernandez, M.D., PLLC for the services to be provided by Dr. Ray Fernandez, M.D. a licensed Medical Doctor (hereinafter referred to collectively as "CONTRACTOR").

The Purpose of this Contract is to provide the professional services of a Board-Certified Forensic Pathologist for UVALDE COUNTY. Section 262.024(2) of the Texas Local Government Code provides that an item necessary to preserve or protect the public health or safety of the residents of the COUNTY is exempt from competitive bidding.

Now therefore it is mutually agreed between UVALDE COUNTY and Ray Fernandez, M.D., PLLC for Dr Ray Fernandez, M.D. to perform the services as follows:

1. **Scope of Service.** The CONTRACTOR shall provide the COUNTY with the specialized services of a Forensic Pathologist.
2. **Performance.** For the performance of the work by CONTRACTOR, the COUNTY agrees to pay CONTRACTOR for all services of a Forensic Pathologist and as stated in this contract CONTRACTOR shall:
 - A. **Laboratory Analysis.** The Pathologist shall conduct postmortem tests (toxicological analysis), if deemed appropriate, and any other tests considered necessary by the pathologist in order to assist in determining the cause and manner of death.
 - B. **Testimony.** Medical Examiner personnel performing services pursuant to this agreement shall appear as reasonably necessary to provide testimony in a criminal case before a court of the Requesting COUNTY. Requesting COUNTY agrees to use its best efforts to schedule the testimony of the Medical Examiner's personnel in such a manner to cause the least amount of disruption in their work schedule.
 - C. **Reports.** Within a reasonable time after the completion of a postmortem examination, the Pathologist will provide a copy of the postmortem examination report to the Justice of the Peace requesting the same. Pathologists will sign all reports, autopsies, post-mortem examination reports, and all other required documents associated with post-mortem examinations performed by Dr. Ray Fernandez M.D. while providing services hereunder. This requirement is limited to ONLY those post-mortem examinations that shall be performed by Dr. Ray Fernandez M.D., while providing services hereunder, and limited to no more than ten (10) post-mortem examinations in one day.

- D. **Mass Fatalities.** In the event of mass fatalities, which shall mean death of ten or more victims involved, Requesting COUNTY shall be responsible to provide, at the expense of Requesting COUNTY, adequate refrigerated vehicles for storage and transportation of the victims and shall be responsible to provide, at the sole cost and expense of the Requesting Country, adequate security monitoring of the bodies of the victims until such time as they are processed.
- E. **Written Request.** When a Justice of the Peace in Requesting COUNTY determines pursuant to article 49.10 of the Texas Code of Criminal Procedure, that a post-mortem examination is necessary on the body of a deceased person who died within their jurisdiction, the Justice of the Peace may request that the Pathologist perform an examination. Each request for a post-mortem examination shall be in writing, accompanied by an order signed by the Justice of the Peace.
- F. **Written Records- Out of COUNTY Body.** The following records shall accompany, if possible, the body of a deceased person who died in Requesting COUNTY (as mentioned in paragraph E. above): (1) a fully completed executed form titled "Justice of the Peace Authorization for Autopsy" form, (2) the entire police report, if any, including scene photographs and (3) all relevant medical records, including but not limited to hospital admission and emergency records, if applicable. Failure to provide all necessary records may result in the Pathologist refusing to accept the body for a postmortem examination. Pathologist may receive medical records and police report/photographs on behalf of the Justice of the Peace.
- G. **Body Bag.** Each body transported to Dr. Fernandez for a post-mortem examination must be enclosed inside a zippered body bag, The body bag shall have the deceased's name affixed to the outside.
3. **Term.** The term of this contract shall commence on _____ and continue for one year thereafter. The work is to be performed for the COUNTY as specified in this contract. The term of this contract can be extended by mutual consent.
4. **Compensation.** Compensation will be in accordance with the attached Fee Schedule. Within ninety (90) days from the date of the services performed, The Pathologist agrees to submit to Requesting COUNTY an invoice requesting payments for all services performed under this agreement during the preceding calendar month. Such an invoice shall include the total number of postmortem examinations performed, the dates the postmortem examination was performed, and the total amount due for the services performed. Requesting COUNTY shall pay the total amount of the invoice within thirty (30) days of the date of receipt of the invoice by requesting COUNTY. If requesting COUNTY fails to pay an invoice within thirty (30) days after receipt, The Pathologist may refuse to accept any additional bodies for autopsy and all unpaid sums shall begin to bear interest at the rate of six (6) percent.

5. **Termination.** The COUNTY may terminate the performance of this contract in whole or in part with sixty (60) day advance written notice to the CONTRACTOR. The effective date is sixty (60) days after the notice is sent. COUNTY agrees to pay CONTRACTOR for all services approved by the last date of services that were completed prior to the effective date of such notice, however CONTRACTOR will continue to get paid for pending autopsies, reports, pretrial conferences, and trial testimony that are conducted after the date of termination. THE CONTRACTOR may terminate this contract with thirty (30) days written notice to the COUNTY. Notice is effective when delivered by hand, US mail return receipt requested, or an email that is designated below. A courtesy copy shall be sent to UVALDE COUNTY Attorney's Office.

<p>_____ COUNTY</p> <p>Attention: _____ COUNTY Judge</p> <p>Attention: Autopsy and Related Service</p> <p>Contract</p>	<p>Ray Fernandez, M.D., PLLC, Inc</p> <p>3982 Saddle Trail</p> <p>Robstown, Texas 78380</p> <hr/> <p>Dr Ray Fernandez, M.D.</p> <p>Email: ray@rayfernandezmd.com</p> <p>Telephone (361)774-2761</p>
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6. **Indemnification.** Contractor agrees that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence of COUNTY, it's officers, agents, employees, or separate contractors, and in the event of joint and concurrent negligence of both the CONTRACTOR and the COUNTY, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the COUNTY under Texas law and without waiving any defenses of the parties under the Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.
7. **Jurisdiction/Venue.** This contract is made subject to the character, orders and/or ordinances of the COUNTY, as amended, and all applicable laws of the State of Texas. This contract is performable in UVALDE COUNTY, Texas, and venue for any legal action under this contract shall lie exclusively in UVALDE COUNTY, Texas, State District Court. In construing this contract, the laws and court decisions of the State of Texas shall control.

- 8. Work Product Waiver.** All the CONTRACTOR's work product shall remain the property of the COUNTY, however, CONTRACTOR shall be permitted to retain copies of documented services provided to the COUNTY. By execution of this contract and in consideration of the fee for services to be paid under the contract, CONTRACTOR hereby conveys, transfers, and assigns to COUNTY all rights to work performed. CONTRACTOR shall retain all records relating to this contract for three (3) years following termination, during which time COUNTY reserves the right to audit such records at its election.
- 9. Independent Contractor.** In performing services under this contract, the relationship between the COUNTY and CONTRACTOR is that of an independent contractor. The CONTRACTOR shall exercise independent judgement in performing duties under this contract and is solely responsible for setting working hours, scheduling, or prioritizing the workflow, and determining how the work is to be prepared. No term or provision of this contract shall be construed as making CONTRACTOR the agent, servant, or employee of COUNTY or making Contractor or any of its employees eligible for the fringe benefits, such as retirement, insurance, and workers compensation, which COUNTY provides its employees.
- 10. Prohibition against Assignment.** There shall be no assignment or transfer of this contract without the prior written consent of both parties hereto.
- 11. Waiver.** The failure on the part of any party to exercise or to delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies provided herein are cumulative and not exclusive of any remedies provided by law or in equity, except as expressly set forth herein.
- 12. Severability.** Each paragraph and provision hereof are severable from the entire contract and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.
- 13. Headings.** The headings used herein are for convenience of reference only and shall not constitute a part hereof or affect the construction or interpretation hereof.
- 14. Terminology and Definitions.** All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.
- 15. Rule of Construction.** The parties hereto acknowledge that each party and its legal counsel have reviewed and revised this contract, and the parties hereby agree that the

normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this contract or any amendments or exhibits hereto.

- 16. Immunity.** UVALDE COUNTY does not waive or relinquish any immunity or defense on behalf of themselves, their trustees, commissioners, council members, officers, employees, and agents as a result of the execution of this contract and performance of the functions and obligations described herein.
- 17. Legal Compliance.** The parties hereto agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the services contemplated under this contract. If any of the parties hereto are required by law or regulation to perform any act inconsistent with this contract, or to cease performing any act required by this contract, this contract shall be deemed to have been modified to conform to the requirements of such law, regulation, or rule.
- 18. Entire Agreement.** This contract incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written contract. No other prior agreement or understandings, verbal or otherwise, between the parties or their agents shall be valid or enforceable unless signed by both parties and attached hereto and/or embodied herein.
- 19. Amendment.** No changes to this contract shall be made except upon written agreement of both parties.
- 20. Confidentiality.** Any confidential information provided to or developed by Contractor in the performance of this Contract shall be kept confidential, unless otherwise provided by law, and shall not be made available to any individual or organization without the prior written approval of the COUNTY. This contract is subject to the Texas Public Information Act in accordance with Chapter 552 of the Texas Government Code.
- 21. Counterparts.** This Contract may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same document.
- 22.** This contract does not preclude Dr. Fernandez PLLC from using and/or hiring other Board-Certified Licensed Doctors or assistants as needed. This Contract does not preclude the COUNTY from using and/or hiring other medical examiner doctors.

23. Disclosure. CONTRACTOR is required to immediately or timely, as the case may be, disclose to UVALDE COUNTY and Appropriate Texas Stated Agency the following:

- A.** If any Person who is an employee or director of the CONTRACTOR is required to register as a lobbyist under Texas Government Code Chapter 305, at any time during the term hereof, CONTRACTOR shall provide UVALDE COUNTY and the appropriate State Agency timely copies of all reports filed with the Texas Ethics Commissions required by chapter 305;
- B.** If any person who is an employee, subcontractor, or director of CONTRACTOR is or becomes an elected (i.e., an elected or appointed state official or member of the judiciary, or a United States Congressman or Senator) during the term hereof;
- C.** Report any actions or citations by federal, state, or local government agencies that may affect CONTRACTOR licensure status or its ability to provide services hereunder.

UVALDE COUNTY, TEXAS

BY: _____
COUNTY Judge

Dr. Ray Fernandez, M.D.

Ray Fernandez M.D., PLLC, Inc
Authorized President/ CEO
Professional Service Provider

APPROVED AS TO FORM:

COUNTY Attorney

FEE SCHEDULE

DESCRIPTION OF SERVICE	FEE
EXTERNAL EXAM ONLY	\$2,000.00
PARTIAL AUTOPSY	\$3,500.00
COMPLETE AUTOPSY	\$4,500.00
FACILITY USE/TRANSFER/INVENTORY & PROCESSING, PER CASE (initial 24-hour storage)	\$500.00
BODY STORAGE EACH ADDITIONAL 24 HOUR PERIOD	\$125.00
BODY BAG FEE	COST, PLUS COLLECTION & HANDLING
DECOMPOSED CASE	\$500.00 ADDITIONAL
MORBIDLY CASE	\$500.00 ADDITIONAL
OFF-SITE WORK AT FUNERAL HOMES WITH MORBIDLY OBESE CASES - ONLY EXTERNAL EXAMS	\$4,000.00
NO COMPLETE AUTOPSIES OFF-SITE	
EXAMINATION OF SKELETAL REMAINS, SINGLE BONE	\$150.00
EXAMINATION OF SKELETAL REMAINS, PARTIAL	\$1,000.00
EXAMINATION OF SKELETAL REMAINS, COMPLETE	\$2,000.00
LAW ENFORCEMENT REQUESTS	COST, PLUS COLLECTION & HANDLING
RAPE KIT / COLLECTION	\$300.00
GSR KIT / COLLECTION	\$100.00
BLOOD SPOT COLLECTION	\$50.00
NAIL / HAIR COLLECTION	\$100.00
X-RAYS EACH	\$150.00
DIGITAL PRINTS	\$10.00 PER PICTURE
COPY OF DIGITAL PHOTOS ON DISK	\$100.00 PER DISK
COPY OF X-RAY, SINGLE	\$100.00
COPY OF DIGITAL X-RAY ON DISK	\$100.00 PER DISK
EVIDENCE STORAGE IN LOCKED & SECURED LOCATION	\$50.00 PER DAY
LAB TESTING NOT SPECIFIED ABOVE	COST, PLUS COLLECTION & HANDLING

FEE SCHEDULE

OFFICE CONSULTATION	\$400.00 PER HOUR
COURT PREPARATION & TESTOMONY	\$400.00 PER HOUR
CONSULTATION FEE (DENTAL / NEUROLOGY)	CONSULTANT STANDARD FEE
REPORTS (AUTOPSY OR INVESTIGATOR)	\$25.00 EACH

Forensic Lab South Texas

RAY FERNANDEZ, M.D., PLLC.
FORENSIC PATHOLOGIST
HERITAGE MEMORIAL FUNERAL HOME
5026 OLD BROWNSVILLE RD.
CORPUS CHRISTI, TX 78405

OFFICE: (361) 851-9000
MOBILE: (361) 877-6144
(361) 774-2761

Authorization for Autopsy

I, _____, Justice of the Peace for Precinct #_____, of _____, County, hereby authorize **RAY FERNANDEZ, M.D., PLLC.** to perform an autopsy upon the body of _____ and to remove or retain such parts of the body or its tissues as may be necessary to conduct the examination, and to dispose of those items according to the office procedures.

The pathologist has the authorization to retain blood, body fluids, tissue and clothing from the decedent as seen necessary to conduct the examination and to dispose or store those items according to office guidelines. Medical records, first hospital blood and tissue samples may be requested in certain cases. This office is also authorized to release information, reports or specimens pertaining to this case when duly requested, without further authorization by me. After the autopsy this body should be released to _____ Funeral Home.

Signature _____ Date _____

Address _____ Office # _____

_____ Cell # _____

_____ Email _____

INFORMATION CONCERNING DEATH

If not completed, examination will be delayed.

Decedent _____ Race ___ Sex ___ Age ___ DOB ___/___/___

Address where body found _____

Date & Time of Death _____ Date & Time of Death - FOUND _____

___/___/___ :___ A.M. / P.M. OR ___/___/___ :___ A.M. / P.M.

Agency Investigating _____ Phone (_____) _____ - _____

Investigating Official _____ Agency Case # _____

Next of Kin _____ Relation _____ Phone _____

Physician's Name _____ Phone (_____) _____ - _____

Medications _____

Trauma Visible: YES ___/NO ___ Comments/Description _____

Brief Summary _____

Additional Requests: _____

Please indicate type of exam: (circle one)

External (including toxicology) Partial Autopsy (including toxicology) Complete Autopsy (including toxicology)

11. CONSIDER AND ACT UPON ROAD ADMINISTRATORS REPORT

_____ **Commissioner Yeackle**

_____ **Commissioner Pargas**

_____ **Commissioner Bates**

_____ **Commissioner Garza**

UVALDE COUNTY ROAD DEPT. 2023-2024

10/10/24

Pct 1 = 5% County Roads · Pct 2 = 9% County Roads
Pct 3 = 61% County Roads · Pct 4 = 25% County Roads

Date	Num	Account	Amount
1 PRECINT ONE			
09/23/2024	111 TO 421	MOVE EQUIPMENT	588.00
10/04/2024	111	PATCHING POT HOLES	785.08
10/08/2024	111,110	PATCHING POT HOLES	790.84
10/08/2024	111,110	PATCHING POT HOLES	1,468.42
Total 1 PRECINT ONE			3,632.34
2 PRECINT TWO			
09/19/2024	UVLDE ESTAT	PATCHING POT HOLES	1,575.92
09/20/2024	UVLDE ESTAT	PATCHING POT HOLES	1,575.92
09/23/2024	UVLDE ESTAT	PATCHING POT HOLES	790.84
09/24/2024	UVLDE ESTAT	INSTALL SPEED BUMPS	1,328.48
09/25/2024	UVLDE ESTAT	PATCHING POT HOLES	790.84
09/26/2024	UVLDE ESTAT	PATCHING POT HOLES	908.07
10/01/2024	UVLDE ESTAT	PUT UP SIGNS	473.96
10/02/2024	UVLDE ESTAT	MOVE EQUIPMENT	1,040.08
10/07/2024	405 TO 201	MOVE EQUIPMENT	260.02
10/07/2024	201	HAUL MATERIAL	401.52
10/07/2024	405 TO 201	MOVE EQUIPMENT	192.07
10/07/2024	201	BLADE ROAD	870.72
10/08/2024	201	HAUL MATERIAL	637.84
10/08/2024	201	BLADE ROAD	1,140.20
10/09/2024	201	BLADE ROAD	1,487.64
Total 2 PRECINT TWO			13,474.12
3 PRECINT THREE			
09/19/2024	327	BLADE ROAD	1,474.45
09/19/2024	357	CLEAN ROAD	554.08
09/19/2024	328	MOVE EQUIPMENT	1,040.08
09/19/2024	356	SERVICE EQUIPMENT	525.72
09/20/2024	328	BLADE ROAD	1,140.20
09/20/2024	356	BLADE ROAD	1,623.08
09/23/2024	328,340	BLADE ROAD	1,765.71
09/23/2024	321	BLADE ROAD	1,406.00
09/24/2024	KNIPPA	HAUL BRUSH	539.84
09/24/2024	KNIPPA	INSTALL SPEED BUMPS	1,328.48
09/24/2024	340	BLADE ROAD	1,487.64
09/25/2024	KNIPPA	PICK UP BRUSH	388.37
09/25/2024	340 TO 310	MOVE EQUIPMENT	313.60
09/25/2024	340	BLADE ROAD	1,000.32
09/26/2024	374	REMOVE DEAD ANIMAL	99.01
09/27/2024	KNIPPA	INSTALL SPEED BUMPS	1,899.60
09/30/2024	KNIPPA	INSTALL ROAD SIGNS	1,664.12
09/30/2024	369	PATCHING POT HOLES	785.08
10/01/2024	367	PATCHING POT HOLES	785.08
10/01/2024	KNIPPA	PUT UP SIGNS	901.08
10/01/2024	336	MOVE EQUIPMENT	772.17
10/01/2024	336	BLADE ROAD	1,598.54
10/02/2024	336	BLADE ROAD	1,737.28
10/02/2024	373,374	PATCHING POT HOLES	871.08
10/02/2024	367,370,371	PATCHING POT HOLES	785.08
10/03/2024	KNIPPA	PICK UP BRUSH	1,051.36
10/03/2024	336	BLADE ROAD	1,737.28
10/04/2024	336	BLADE ROAD	1,737.28
10/04/2024	KNIPPA	PICK UP BRUSH	539.84
10/07/2024	312A	MULCH BRUSH	547.36
10/07/2024	336	BLADE ROAD	1,728.96
10/07/2024	319	PATCHING POT HOLES	790.84
10/08/2024	336	MOVE EQUIPMENT	333.70
10/08/2024	UTOP TO UVA	MOVE EQUIPMENT	908.16
10/09/2024	312A	MULCH BRUSH	547.36
10/09/2024	336	BLADE ROAD	1,753.04
10/09/2024	KNIPPA	PICK UP BRUSH	1,051.36
Total 3 PRECINT THREE			39,212.23
4 PRECINT FOUR			
09/23/2024	FANNIN,HOOD	PATCHING POT HOLES	785.08

UVALDE COUNTY ROAD DEPT. 2023-2024

10/10/24

Pct 1 = 5% County Roads · Pct 2 = 9% County Roads
Pct 3 = 61% County Roads · Pct 4 = 25% County Roads

<u>Date</u>	<u>Num</u>	<u>Account</u>	<u>Amount</u>
09/24/2024	421	BLADE ROAD	1,389.84
09/25/2024	421,423	BLADE ROAD	1,753.04
09/26/2024	423,425	BLADE ROAD	1,921.04
09/26/2024	405	BLADE ROAD	1,083.51
09/27/2024	405	BLADE ROAD	2,067.54
09/27/2024	405	HAUL MATERIAL	904.16
09/30/2024	405	BLADE ROAD	2,478.60
10/01/2024	405	BLADE ROAD	2,408.40
10/01/2024	425,DEERVAL	PUT UP SIGNS	193.23
10/02/2024	405	BLADE ROAD	1,474.45
10/03/2024	405	BLADE ROAD	1,474.45
10/04/2024	405	BLADE ROAD	1,474.45
10/09/2024	424	PATCHING POT HOLES	1,575.92
Total 4 PRECINT FOUR			20,983.71
TOTAL			77,302.40

12. CONSIDER AND ACT UPON LINE-ITEM BUDGET AMENDMENTS

_____ **Commissioner Yeackle**

_____ **Commissioner Pargas**

_____ **Commissioner Bates**

_____ **Commissioner Garza**

13. CONSIDER AND ACT UPON APPROVAL OF MONTHLY REPORTS

_____ **Commissioner Yeackle**

_____ **Commissioner Pargas**

_____ **Commissioner Bates**

_____ **Commissioner Garza**

14. CONSIDER AND ACT UPON PAYMENT OF BILLS

_____ **Commissioner Yeackle**

_____ **Commissioner Pargas**

_____ **Commissioner Bates**

_____ **Commissioner Garza**

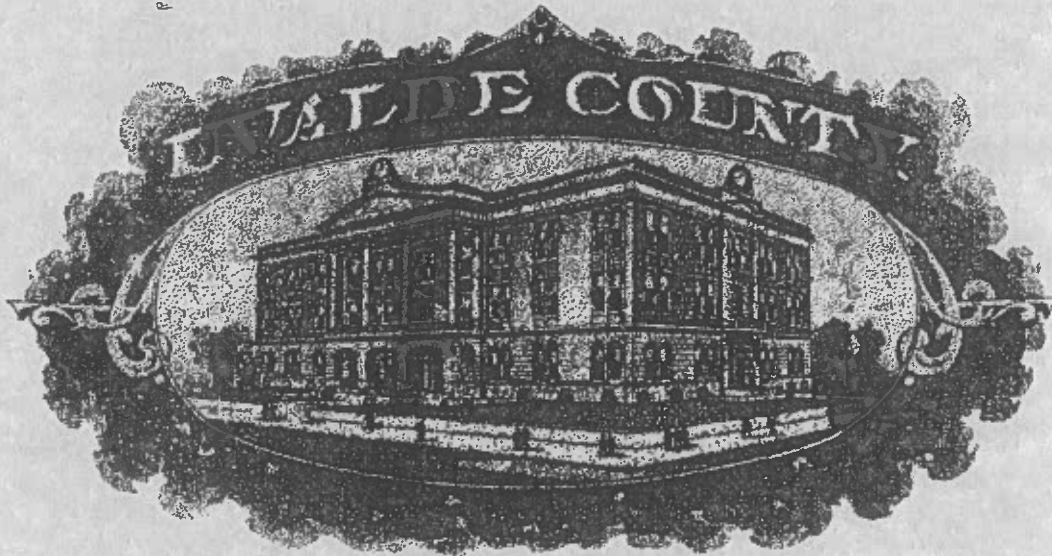
15. CONSIDER AND ACT UPON RESOLUTIONS/PROCLAMATIONS

_____ **Commissioner Yeackle**

_____ **Commissioner Pargas**

_____ **Commissioner Bates**

_____ **Commissioner Garza**



UVALDE, TEXAS

RESOLUTION

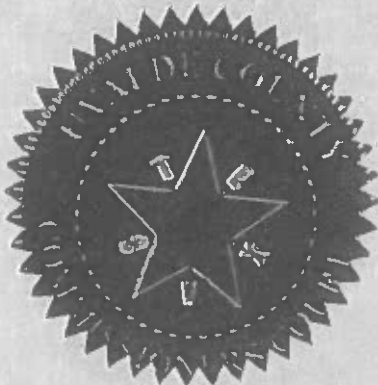
WHEREAS, The family and many friends of *JASON ELIZONDO* an esteemed citizen of Uvalde County, were profoundly saddened by his death; and

WHEREAS, Throughout his life, this outstanding individual contributed in countless ways to the betterment of Uvalde County; and although his warmth, intelligence and energy will be greatly missed, his memory will live on in the hearts of all who knew him; now therefore, be it

RESOLVED That the Uvalde County Commissioners Court hereby honor the memory of *JASON ELIZONDO* and extend sympathy to the members of the family; and be it further

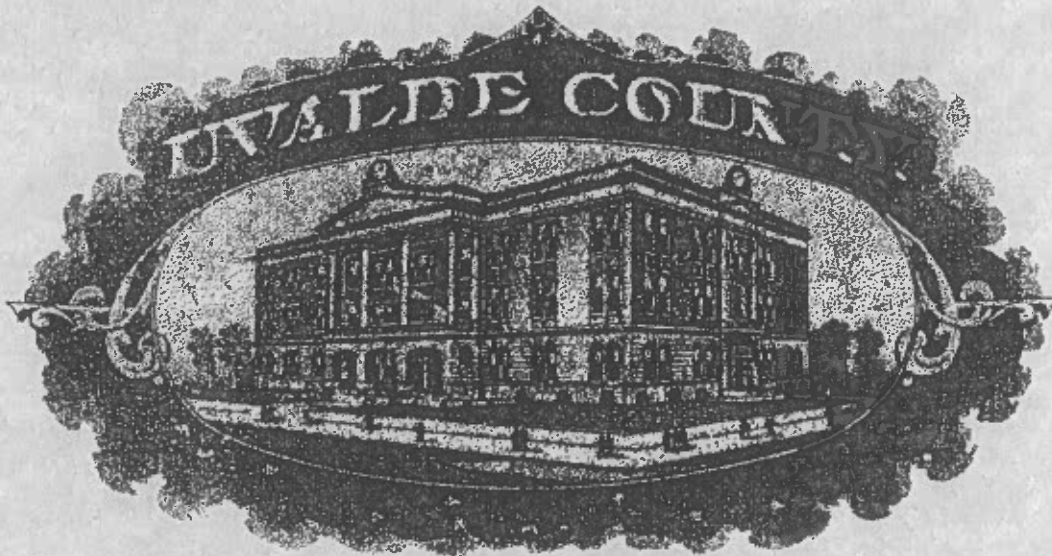
RESOLVED That official copies of the resolution be prepared for the members of his family and as the Uvalde County Commissioners Court adjourns this day, it do so in the memory of *JASON ELIZONDO*.

APPROVED on this the 15th day of OCTOBER, 2024.



WILLIAM R. MITCHELL
UVALDE COUNTY JUDGE

DONNA M. WILLIAMS
UVALDE COUNTY CLERK



UVALDE, TEXAS

RESOLUTION

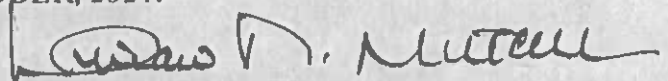
WHEREAS, The family and many friends of *SEFERINO O. GONZALEZ* an esteemed citizen of Uvalde County, were profoundly saddened by his death; and

WHEREAS, Throughout his life, this outstanding individual contributed in countless ways to the betterment of Uvalde County; and although his warmth, intelligence and energy will be greatly missed, his memory will live on in the hearts of all who knew him; now therefore, be it

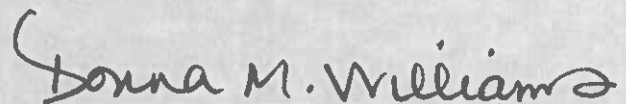
RESOLVED That the Uvalde County Commissioners Court hereby honor the memory of *SEFERINO O. GONZALEZ* and extend sympathy to the members of the family; and be it further

RESOLVED That official copies of the resolution be prepared for the members of his family and as the Uvalde County Commissioners Court adjourns this day, it do so in the memory of *SEFERINO O. GONZALEZ*.

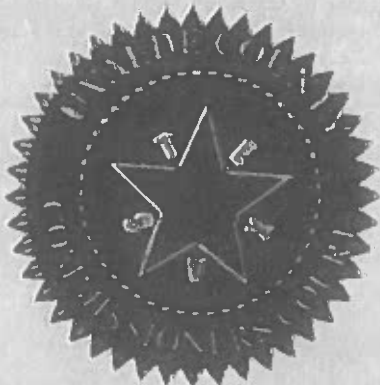
APPROVED on this the 15th day of OCTOBER, 2024.

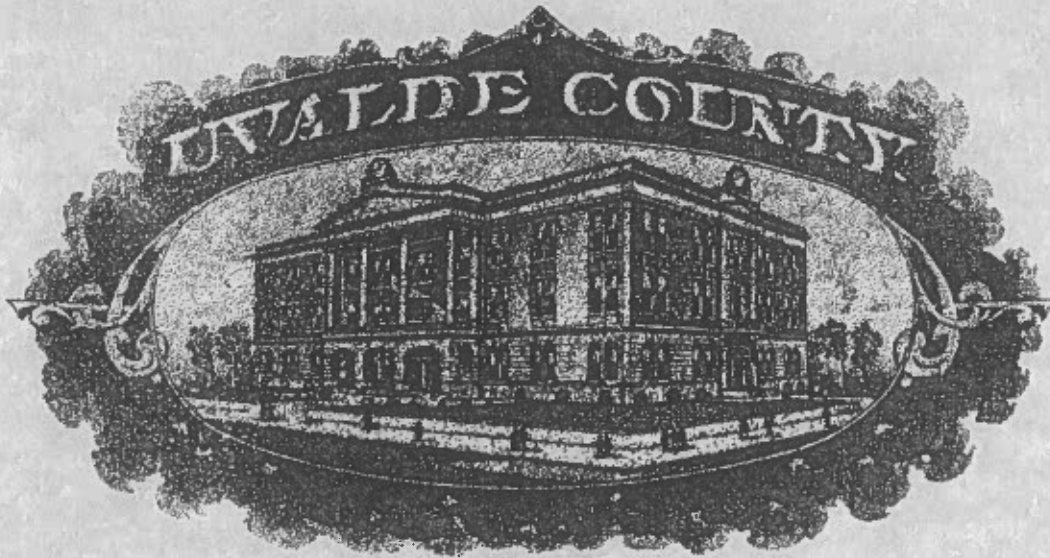


WILLIAM R. MITCHELL
UVALDE COUNTY JUDGE



DONNA M. WILLIAMS
UVALDE COUNTY CLERK





UVALDE, TEXAS

RESOLUTION

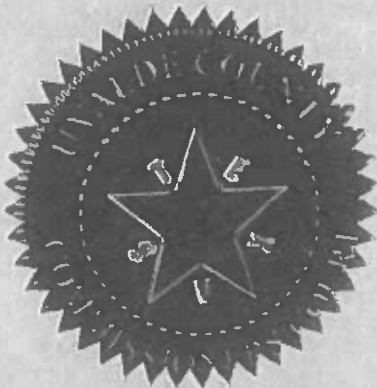
WHEREAS, The family and many friends of **L.A. MALECHEK** were profoundly saddened by his death; and

WHEREAS, Throughout his life, this outstanding individual contributed in countless ways to the betterment of his community; and although his warmth, intelligence and energy will be greatly missed, his memory will live on in the hearts of all who knew him; now therefore, be it

RESOLVED That the Uvalde County Commissioners Court hereby honor the memory of **L.A. MALECHEK** and extend sympathy to the members of the family; and be it further

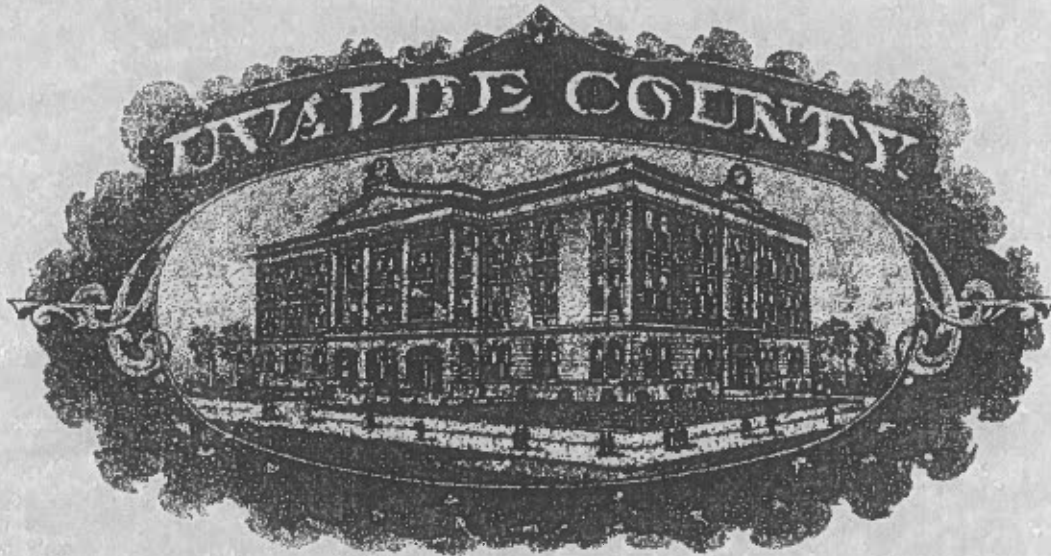
RESOLVED That official copies of the resolution be prepared for the members of his family and as the Uvalde County Commissioners Court adjourns this day, it do so in the memory of **L.A. MALECHEK**.

APPROVED on this the 15th day of **OCTOBER, 2024**.



WILLIAM R. MITCHELL
UVALDE COUNTY JUDGE

DONNA M. WILLIAMS
UVALDE COUNTY CLERK



UVALDE, TEXAS

RESOLUTION

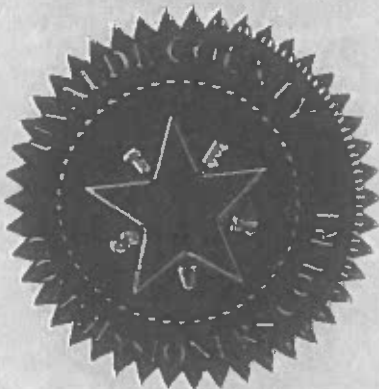
WHEREAS, The family and many friends of *CHARLES HENRY "BUDDY" NORMAN* an esteemed citizen of Uvalde County, were profoundly saddened by his death; and

WHEREAS, Throughout his life, this outstanding individual contributed in countless ways to the betterment of Uvalde County; and although his warmth, intelligence and energy will be greatly missed, his memory will live on in the hearts of all who knew him; now therefore, be it

RESOLVED That the Uvalde County Commissioners Court hereby honor the memory of *CHARLES HENRY "BUDDY" NORMAN* and extend sympathy to the members of the family; and be it further

RESOLVED That official copies of the resolution be prepared for the members of his family and as the Uvalde County Commissioners Court adjourns this day, it do so in the memory of *CHARLES HENRY "BUDDY" NORMAN*.

APPROVED on this the 15th day of OCTOBER, 2024.

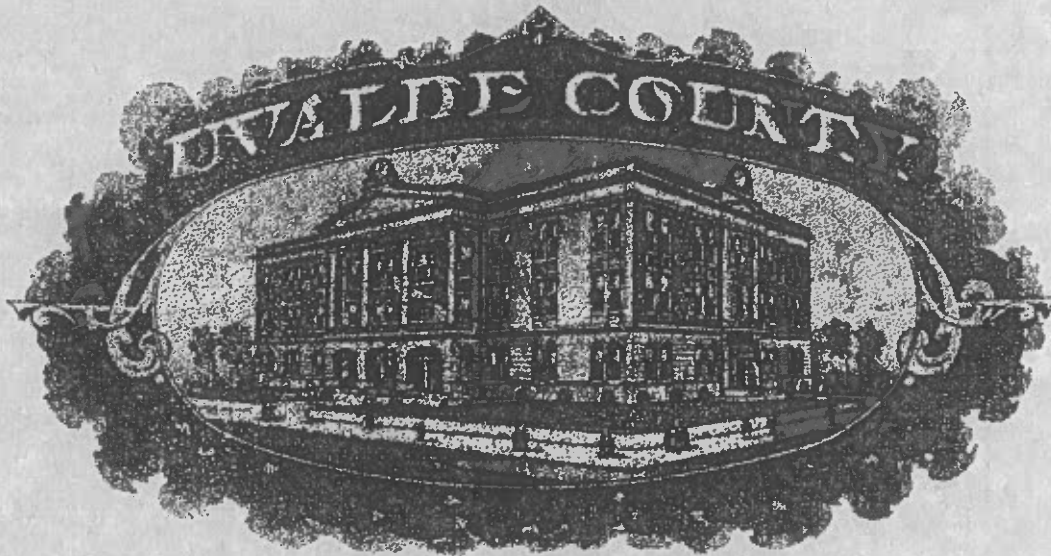


William R. Mitchell

WILLIAM R. MITCHELL
UVALDE COUNTY JUDGE

Donna M. Williams

DONNA M. WILLIAMS
UVALDE COUNTY CLERK



UVALDE, TEXAS

RESOLUTION

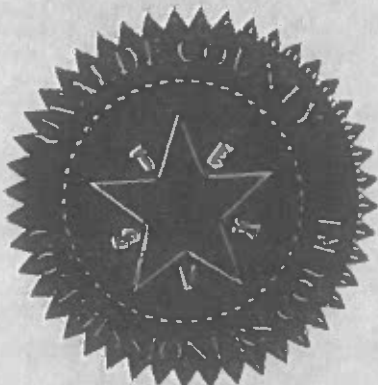
WHEREAS, The family and many friends of *CRESPIN L. SAIZ, JR.* an esteemed citizen of Uvalde County, were profoundly saddened by his death; and

WHEREAS, Throughout his life, this outstanding individual contributed in countless ways to the betterment of Uvalde County; and although his warmth, intelligence and energy will be greatly missed, his memory will live on in the hearts of all who knew him; now therefore, be it

RESOLVED That the Uvalde County Commissioners Court hereby honor the memory of *CRESPIN L. SAIZ, JR.* and extend sympathy to the members of the family; and be it further

RESOLVED That official copies of the resolution be prepared for the members of his family and as the Uvalde County Commissioners Court adjourns this day, it do so in the memory of *CRESPIN L. SAIZ, JR.*

APPROVED on this the 15th day of OCTOBER, 2024.



WILLIAM R. MITCHELL
UVALDE COUNTY JUDGE

DONNA M. WILLIAMS
UVALDE COUNTY CLERK