

THE UVALDE COUNTY COMMISSIONERS COURT WILL MEET AT 10 AM ON MONDAY, MARCH 10TH, 2025 IN THE COUNTY COURTROOM LOCATED ON THE FIRST FLOOR OF THE UVALDE COUNTY COURTHOUSE

AMENDED AGENDA

1. Consider and act upon call to order, invocation and pledge of allegiance
2. Citizens communication
3. Consider and act upon preliminary approval of Caran Subdivision near Concan
4. Consider and act upon granting historic incentives to qualifying property owners
5. Consider and act upon update of Uvalde Together Resiliency Center
6. Consider and act upon resolution of award for CDBG engineering services
7. Consider and act upon resolution of support for body armor grant program
8. Consider and act upon resolution in support of Border Prosecution Unit grant
9. Consider and act upon resolution in support of Operation Lone Star grant program
10. Consider and act upon resolution in support of Other Victims Assistance Grant
11. Consider and act upon resolution in support of Victim Coordinator and Liaison grant
12. Consider and act upon award of bid for metal building at Sheriff's office
13. Consider and act upon award of bid for Knippa VFD fire truck
14. Consider and act upon bid for Knippa Park improvement
15. Consider and act upon HTS Buyboard contract to upgrade security cameras
16. Consider and act upon ban on outdoor burning
17. Consider and act upon approval of bond of Tax Assessor-Collector
18. Consider and act upon Road Administrator Report
19. Consider and act upon line-item budget amendments
20. Consider and act upon approval of monthly reports
21. Consider and act upon payment of bills
22. Consider and act upon approval of minutes
23. Consider and act upon resolutions/proclamations

CERTIFICATION: I certify the above and foregoing was posted in compliance with Sections 551.043 and 551.049 of the Texas Government Code at 1:45 PM on March 5th, 2025. 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 FLAG 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 THE 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 PRELIMINARY APPROVAL OF CARAN
SUBDIVISION LOCATED NEAR CONCAN**

Engineer Ken Dirksen will be present to outline the Caran subdivision which is planned in the Concan area. If preliminary approval is granted today, the issue will be placed on our next agenda for final approval. This is located in Commissioner Precinct #3.

_____ **Commissioner Yeackle**

_____ **Commissioner Pargas**

_____ **Commissioner Kothmann**

_____ **Commissioner Garza**

APPLICATION FOR SUBDIVISION PLAT CONSIDERATION

NAME OF OWNER: Robert L. Caran

ADDRESS OF OWNER: P.O Box 199, Concan Tx 78838

PHONE NUMBER OF OWNER: 830-275-1644

NAME OF DEVELOPER: Robert L. Caran

ADDRESS OF DEVELOPER: P.O Box 199, Concan Tx 78838

PHONE NUMBER OF DEVELOPER: 830-275-1644

NAME OF PROPOSED SUBDIVISION: Caran Subdivision

SIZE AND LOCATION OF ORIGINAL TRACT: 3.131 Acres

NAME OF NEAREST PUBLIC ROAD/STREET TO SUBDIVISION: County Road 342 & County Road 348

REQUESTED ACTION: New Subdivision

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

ENGINEER

Name: Kenneth R Dirksen

Address: 441 Fort Clark Rd, Ste B
Uvalde, Tx 78801

Phone: 830-278-2100

Date: 1/23/25

SURVEYOR

Name: Kenneth R Dirksen

Address: 441 Fort Clark Rd, Ste B
Uvalde, Tx 78801

Phone: 830-278-2100

Date: 1/23/25

PLEASE PROVIDE THE FOLLOWING INFORMATION:

Number of lots/housing units within proposed subdivision 3 Lots/ 1 Housing unit

Plat with roads 0 Plat with no roads 1 Vacate & Replat _____

Received on 7 day of February, 2025 by William Flores

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

Uvalde County, Texas
Donna M. Williams, County Clerk
100 N. Getty St
Uvalde, Texas 78801
(830)278-6614

DATE: 02/07/2025

TIME: 11:26am

REGISTER NO: LF

RECEIVED FROM: DIRKSEN ENGINEERING

CASHIER: LPFLORES

ITEM DESCRIPTION	CLERK/CAUSE #	QTY	FEES PAID
PLAT APPLICATION - WITHOUT ROADS	CARAN SUBDIVISION	1	\$500.00
PER LOT - WITHOUT ROADS		3	\$150.00

TOTAL FEES PAID	\$650.00
-----------------	----------

	AMOUNT TENDERED	
CHECK		\$650.00

TOTAL RECEIVED	\$650.00
----------------	----------

TRANSACTION SUMMARY	
TOTAL RECEIVED	\$650.00
TOTAL FEES PAID	\$650.00

CHANGE DUE BACK	\$0.00
-----------------	--------

CHECKS, MONEY ORDERS, or DIRECT DEPOSITS	
1 Checks, Money Orders, or Direct Deposits Received	
CK# 9050	\$650.00

Thank You,
Donna M. Williams
County Clerk

4. CONSIDER AND ACT UPON GRANTING HISTORIC INCENTIVES TO QUALIFYING PROPERTY OWNERS

The County has historically joined with the City of Uvalde in granting tax incentives to historic designated properties which is authorized through the Texas Property Tax Code Section 11.24. The incentives allow for a 25% exemption on property improvements for the tax year. Attached is a resolution designating the eligible properties.

_____ **Commissioner Yeackle**

_____ **Commissioner Pargas**

_____ **Commissioner Kothmann**

_____ **Commissioner Garza**



UVALDE COUNTY COMMISSIONERS COURT

RESOLUTION

- WHEREAS** The County of Uvalde, through the Uvalde County Commissioners Court, desires to encourage the maintenance and upkeep of historic properties located within the County of Uvalde, and
- WHEREAS** The Texas Property Tax Code, Section 11.24, authorizes local governments to extend exemptions to designated historic properties; and
- WHEREAS** The Uvalde County Commissioners Court adopted an order providing for such exemptions in 2016;
- NOW, THEREFORE, BE IT RESOLVED BY THE UVALDE COUNTY COMMISSIONERS COURT THAT THE FOLLOWING PROPERTIES SHALL RECEIVE A 25% EXEMPTION ON PROPERTY IMPROVEMENTS FOR 2025 AS ALLOWED BY THE TEXAS PROPERTY CODE:**

14520	10900 Old Town Lot 187A Blk 11	110 N. East Street
14521	10900 Old Town Lot 188B Blk 11	114 N. East Street
14522	10900 Old Town Lot 188C Blk 11	116 N. East Street
14523	10900 Old Town Lot 188A, 189A, 189B Blk 11	122 N. East Street
14503	10900 Old Town Lot 185B Blk 10	100 S. East Street
14499	10900 Old Town Lot 182, 183, 184A, 184G	118 S. East Street
14504	10900 Old Town Lot 185C Blk 10	103 E. Main Street
14508	10900 Old Town Lot 167B, 168B-2, 168B-1 Blk 11	110 N. Getty Street
102875	10900 Old Town Lot 143C, 143D, 144B, 144C, 145B, 145G Blk 7	113 N. Getty Street
14507	10900 Old Town Lot 167A, 168A Blk 11	116 N. Getty Street
14457	10900 Old Town Lot 147A Blk 8	201 N. Getty Street
14456	10900 Old Town Lot 148A Blk 8	209 N. Getty Street
14543	10900 Old Town Lot 173A SW PT of 174 Blk 12	218 N. Getty Street
14465	10900 Old Town Lot 151A, 152A-1 Blk 8	229 N. Getty Street
14428	10900 Old Town Lot 152A-2 Blk 8	235 N. Getty Street
14714	10090 Old Town Lot B21 (1-12-1991) Blk 21	311 N. Getty Street
14713	10900 Old Town Lot B1 Blk 21	317 N. Getty Street
10150	00300 Anglin Subdivision Lot 18B Blk 18	524 N. Getty Street
15590	12900 Southern Subdivision Lot 1A, 2A Blk C	300 S. Getty Street
15596	12900 Southern Subdivision Lot 1, 2, 3, 4 Blk D	301 S. Getty Street
15597	12900 Southern Subdivision Lot 5, 6 Blk D	319 S. Getty Street
14519	10900 Old Town Lot 186B, 187C Blk 11	100 E. Main Street
119393	10900 Old Town Lot 124, 125 West Blk 7	114 W. Main Street
14510	10900 Old Town Lot 169A-1, 169A-2 Blk 11	109 E. Nopal Street
14418	10900 Old Town Lot 145A, 146A-1 Blk 7	123 W. Nopal Street
14399	10900 Old Town Lot 108A, 114A, 128A Blk 7	129 W. Nopal Street
14512	10900 Old Town Lot 169B Blk 11	114 E. North Street
14417	10900 Old Town Lot 144D Blk 7	114 W. North Street

14421	10900 Old Town Lot 145F Blk 7	118 W. North Street
14419	10900 Old Town Lot 145C Blk 7	120 W. North Street
14424	10900 Old Town Lot 146B Blk 7	122 W. North Street
14412	10900 Old Town Lot 128B Blk 7	101-105 N. Piper Lane
14385	10900 Old Town Lot 119B Blk 6	101-105 S. Piper Lane
14408	10900 Old Town Lot 108B, 114B Blk 7	106 W. Roberts Lane
14372	10900 Old Town Lot 139E, 141A, 140A, Blk 6	111W. South Street
14409	10900 Old Town Lot 124, 125, 126B, East Blk 7	105 N. West Street
11410	10900 Old Town Lot 126A Blk 7	115 N. West Street
14411	10900 Old Town Lot 127A Blk 7	127 N. West Street

**APPROVED BY THE UVALDE COUNTY COMMISSIONERS COURT ON THE 10th DAY OF MARCH,
2025.**

WILLIAM R. MITCHELL
UVALDE COUNTY JUDGE

DONNA M. WILLIAMS
UVALDE COUNTY CLERK

**5. CONSIDER AND ACT UPON UPDATE OF THE UVALDE TOGETHER
RESILIENCY CENTER**

Director Jayme Johnston will outline activities and give an update on the centr.

_____ **Commissioner Yeackle**

_____ **Commissioner Pargas**

_____ **Commissioner Kothmann**

_____ **Commissioner Garza**

Uvalde Together Resiliency Center

County Commissioners Court Report

March 10, 2025

We've been operating under the Department of Justice AEAP (Antiterrorism and Emergency Assistance Program) grant since May 1, 2024, with the award finally funding in December 2024. Uvalde County demonstrated its commitment to maintaining continuity of care at the UTRC by ensuring services continued uninterrupted during the interim period between grant approval and grant funding.

I'm thankful for this opportunity to update you all on the UTRC's operations, and I hope to do so regularly in the future. I am providing detailed information about our activities in January 2025 and reporting our grant data from May to December 2024.

We currently have a **team of 24** individuals working under the grant. This includes:

- 4 support staff (Director, Clinical Coordinator, Outreach Specialists)
- 19 direct service providers (Resource Navigators, Peer Support Specialists along with Care Coordinators and Counselors who are contracted through our subgrantees, Hill Country MHDD, Bluebonnet Children's Center and Nueva Vida Behavioral Health)
- 1 very kind gentleman who keeps our building sparkling for our visitors.

Because of these dedicated and compassionate individuals, we've far exceeded the expectations outlined in our grant's output measures, which you'll see in the grant data on the following page.

In January 2025:

We **attended 10 events** held by community partners. We take advantage of every opportunity to inform the community about our services and to offer support to other organizations when requested.

For example, UCISD's Food Distributions, UPD's "Breakfast with Blue", and TEAM Uvalde.

Additionally, at the request of UCISD, we provided incident support for the community at the high school and junior high campuses after the active shooter threats at Uvalde High School and Dalton Elementary.

We **held 17 events** for the community (seminars, trainings, support groups).

For example:

Café y Conchas- a gathering of support and information held in the Robb school neighborhood for residents of that area.

Modern Masculinity- an educational discussion about male roles, relationships, and struggles since the tragedy.

PTSD Support Group- a professionally led group where individuals receive emotional support from others who have faced similar challenges.

Crafting Connection- a support group where community members unite to foster healing through creative expressions in arts and crafts.

Thriving Through Seasons of Grief- seminar at Uvalde Nutrition Center

These opportunities for support are currently announced to the community through the Uvalde Leader-News, by the Chamber of Commerce, and through flyers distributed throughout town. I am currently working to enhance our website and social media platforms to provide a more comprehensive representation of our services and include links to resources that may benefit community members.

In addition to the above, in January, we also saw:

294 total individuals served
 70 new clients
 159 clients for individual counseling
 478 individual counseling sessions

AEAP Grant Data May 2024 – Jan 2025

Official Grant Output Measures	Target Total for 28 months	Current Total @ 9 mos.	May-June 2024	July-Sept. 2024	Oct.-Dec. 2024		Jan-25
Number of people receiving counseling	800	1350	200	409	582		159
Number of counseling hours provided	5000	4095	934	1245	1438		478
Number of support group sessions held	48	185	21	66	84		14
Number of people participating in support groups	120	192	18	55	72		47
Number of people served	800	3679	958	1229	1198		294

Jayne Johnston
Director

Date

6. CONSIDER AND ACT UPON RESOLUTION OF AWARD OF COMMUNITY DEVELOPMENT BLOCK GRANT ENGINEERING SERVICES

Carl Esser will be present to outline the award and make a recommendation.

_____ **Commissioner Yeackle**

_____ **Commissioner Pargas**

_____ **Commissioner Kothmann**

_____ **Commissioner Garza**



809 E. Court Street
Suite 106
Seguin, Texas 78155

† 512.201.1206
T.B.P.E. #F-8632

February 18, 2025

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

**RE: Statement of Qualifications
2025 TxCDBG Colonia Fund Construction Program
Water and Sewer Infrastructure Improvements**

Dear Mr. Mitchell:

In response to the County's request for Statement of Qualifications, TRC Engineers, Inc. (TRC), is pleased to present herein a team of professionals with a focus on efficient, innovative solutions to provide professional engineering and grant services for improvement projects within Uvalde County. We have a very high interest in assisting the County with this service. After your review of this SOQ, we anticipate the County will agree that TRC has the professional resources and experience necessary to assist the County in pre-award and post-award services for a water and/or sewer infrastructure improvement project under the TxCDBG CFC fund.

As your Project Manager, I offer a proven track record for administrating, coordinating, and completing multiple project assignments within budget and on time. All our key personnel are also Texas Licensed Professional Engineers and will be available and are committed to the successful completion of the project.

We appreciate the opportunity to submit this Statement of Qualifications and look forward to continuing to provide Uvalde County with high-quality, professional engineering and design services. If you have questions or need additional information, please contact me at your earliest convenience at (512) 201-1206 or at pmullan@trccompanies.com.

Sincerely,

A handwritten signature in black ink, appearing to read 'Philip Mullan'.

Philip Mullan, PE
Seguin Area Director, Project Manager

RESOLUTION – UVALDE COUNTY

A RESOLUTION OF THE UVALDE COUNTY COMMISSIONERS COURT, UVALDE COUNTY TEXAS, AUTHORIZING THE AWARD OF PROFESSIONAL SERVICE PROVIDER CONTRACT FOR 2025 CDBG COLONIA FUND CONSTRUCTION PROGRAM

WHEREAS, CDBG project implementation requires professionals experienced and certified in the implementation of federal funds from the Texas Department of Agriculture;

WHEREAS, in order to identify the most qualified provider for these services a Request for Qualifications (RFQ) Traditional Method for Professional Engineering Services has been completed in accordance with 2 CFR 200 and Texas Community Development Block Grant requirements;

WHEREAS, the proposals received by the due date of 10:00 AM February 18, 2025 have been reviewed and evaluated resulting in the identification of the most qualified, responsive provider for this service;

NOW, THEREFORE, BE IT RESOLVED:

- Section 1. That TRC ENGINEERS be awarded a contract to provide Colonia Fund Construction project-related Engineering Services for the 2025 Colonia Fund Construction Program;
- Section 2. That any and all contracts or commitments made with the above-named service provider are dependent on the successful negotiation of a contract with the service provider, and contingent upon the availability of funding from the Texas Department of Agriculture.

READ, PASSED, AND APPROVED on this the 10th day of March 2025.

William R. Mitchell
Uvalde County Judge

Donna M. Williams
Uvalde County Clerk

7. CONSIDER AND ACT UPON RESOLUTION OF SUPPORT FOR A BODY ARMOR GRANT PROGRAM

The County is eligible for a Body Armor grant. Carl Esser will outline the program and the need of a supporting resolution

_____ **Commissioner Yeackle**

_____ **Commissioner Pargas**

_____ **Commissioner Kothmann**

_____ **Commissioner Garza**

UVALDE COUNTY RESOLUTION
FY 26 RIFLE RESISTANT BODY ARMOR GRANT PROGRAM

WHEREAS; The Uvalde County Commissioners Court finds it in the best interest of the citizens of Uvalde County that the FY 26 Rifle Resistant Body Armor Grant Program be implemented; and

WHEREAS; The Uvalde County Commissioners Court agrees to provide applicable matching funds for the said project as required by FY 26 Rifle Resistant Body Armor Grant Program; and

WHEREAS; The Uvalde County Commissioners Court agrees that in the event of loss or misuse of the Office of the Governor funds, Uvalde County Commissioners Court assures that the funds will be returned to the Office of the Governor in full.

WHEREAS; The Uvalde County Commissioners Court designates the Uvalde County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that The Uvalde County Commissioners Court approves submission of the grant application for the FY 26 Rifle Resistant Body Armor Grant Program to the Office of the Governor.

Passed and Approved this 10th Day of March 2025

William R. Mitchell
Uvalde County Judge
Uvalde County, Texas

ATTEST:

Donna M. Williams
Uvalde County Clerk
Uvalde County, Texas

Grant Number: 5451601

8. CONSIDER AND ACT UPON RESOLUTION IN SUPPORT OF BORDER PROSECUTION UNIT GRANT

The County is seeking a Border Prosecution Unit grant funded through the Governor's office. The attached resolution is in support of the application.

_____ **Commissioner Yeackle**

_____ **Commissioner Pargas**

_____ **Commissioner Kothmann**

_____ **Commissioner Garza**

UVALDE COUNTY RESOLUTION 2025
BORDER PROSECUTION UNIT PROGRAM

WHEREAS, The Uvalde County Commissioners Court finds it in the best interest of the citizens of Uvalde County, to grant permission to the District Attorney of the 38th Judicial District to apply to renew the Region 2 – Border Prosecution Unit Grant to be operated for the period of 9/1/2025 – 8/31/2027; and

WHEREAS, The Uvalde County Commissioners Court agrees that in the event of loss or misuse of the Office of the Governor Funds, Uvalde County Commissioners Court assures that the funds will be returned to the office of the Governor in full.

WHEREAS, The Uvalde County Commissioners Court designates the Uvalde County Judge as the grantee’s authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE BE IT RESOLVED, that The Uvalde County Commissioners Court approves submission of the grant application, with no cash match required for Uvalde County, for the Region 2 – Border Prosecution Unit to the Office of the Governor, Criminal Justice Division.

Passed and Approved this _____ Day of _____, 2025.

William R. Mitchell
Uvalde County Judge
Uvalde County, Texas

ATTEST

Donna M. Williams
Uvalde County Clerk
Uvalde County, Texas

Grant Number 2538112

**9. CONSIDER AND ACT UPON A RESOLUTION IN SUPPORT OF OPERATION
LONE STAR GRANT PROGRAM**

**The attached resolution is in support of the County's application for funding
of the Operation Lone Star program**

_____ **Commissioner Yeackle**
_____ **Commissioner Pargas**
_____ **Commissioner Kothmann**
_____ **Commissioner Garza**

UVALDE COUNTY RESOLUTION
OPERATION LONE STAR

WHEREAS, The Uvalde County Commissioners Court finds it in the best interest of the citizens of Uvalde County, to grant permission to the District Attorney of the 38th Judicial District to apply to renew the Operation Lone Star Grant to be operated for the period of 9/1/2024 – 8/31/2025; and

WHEREAS, The Uvalde County Commissioners Court agrees that in the event of loss or misuse of the Office of the Governor Funds, Uvalde County Commissioners Court assures that the funds will be returned to the office of the Governor in full.

WHEREAS, The Uvalde County Commissioners Court designates the Uvalde County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE BE IT RESOLVED, that The Uvalde County Commissioners Court approves submission of the grant application, with no cash match required for Uvalde County, for the Operation Lone Star to the Office of the Governor, Criminal Justice Division.

Passed and Approved this 10th Day of March, 2025.

William R. Mitchell
Uvalde County Judge
Uvalde County, Texas

ATTEST

Donna M. Williams
Uvalde County Clerk
Uvalde County, Texas

**10. CONSIDER AND ACT UPON RESOLUTION IN SUPPORT OF OTHER
VICTIMS ASSISTANCE GRANT**

**The attached resolution is in support of the county's application for " OVAG" grant
funding**

_____ **Commissioner Yeackle**

_____ **Commissioner Pargas**

_____ **Commissioner Kothmann**

_____ **Commissioner Garza**



UVALDE COUNTY RESOLUTION 2025
OTHER VICTIMS ASSISTANCE GRANT

WHEREAS, The Uvalde County Commissioners Court finds it in the best interest of the citizens of Uvalde County, to grant permission to the 38th Judicial District Attorney, Christina Mitchell, to apply to renew the *Other Victim Assistance Grant*, (hereinafter referred to as the “OVAG”) to be operated for the period of 2026-2027; and

WHEREAS, The Uvalde County Commissioners Court agrees that in the event of loss or misuse of the funds awarded from the Texas Attorney General, the Uvalde County Commissioners Court assures that the funds will be returned to the office of the Texas Attorney General in full.

WHEREAS, The Uvalde County Commissioners Court designates the District Attorney as the grantee’s authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE BE IT RESOLVED, that the Uvalde County Commissioners Court approves submission of the grant application, with no cash match required for Uvalde County, for the **OVAG** Grant to the Texas Attorney General’s Office.

Passed and Approved this _____ Day of March, 2025.

WILLIAM R. MITCHELL
Uvalde County Judge
Uvalde County, Texas

ATTEST:

DONNA WILLIAM
Uvalde County Clerk
Uvalde County, Texas

**11. CONSIDER AND ACT UPON RESOLUTION IN SUPPORT OF VICTIM
COORDINATOR AND LIAISON GRANT**

**The attached resolution is in support of the county's application for Victim Coordinator and
Liaison Grant funding.**

_____ **Commissioner Yeackle**

_____ **Commissioner Pargas**

_____ **Commissioner Kothmann**

_____ **Commissioner Garza**



UVALDE COUNTY RESOLUTION 2025
VICTIM COORDINATOR LIAISON GRANT

WHEREAS, The Uvalde County Commissioners Court finds it in the best interest of the citizens of Uvalde County, to grant permission to the 38th Judicial District Attorney, Christina Mitchell, to apply to renew the *Victim Coordinator and Liaison Grant*, (hereinafter referred to as the "VCLG") to be operated for the period of 2026-2027; and

WHEREAS, The Uvalde County Commissioners Court agrees that in the event of loss or misuse of the funds awarded from the Texas Attorney General, the Uvalde County Commissioners Court assures that the funds will be returned to the office of the Texas Attorney General in full.

WHEREAS, The Uvalde County Commissioners Court designates the District Attorney as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE BE IT RESOLVED, that the Uvalde County Commissioners Court approves submission of the grant application, with no cash match required for Uvalde County, for the VCLG Grant to the Texas Attorney General's Office.

Passed and Approved this _____ Day of March, 2025.

WILLIAM R. MITCHELL
Uvalde County Judge
Uvalde County, Texas

ATTEST:

DONNA WILLIAM
Uvalde County Clerk
Uvalde County, Texas

**12. CONSIDER AND ACT UPON AWARD OF BID FOR METAL BUILDING AT
SHERIFF'S OFFICE**

**This bid award is for the erection of a metal building....the building has already
been purchased.....located on the grounds of the Uvalde County Sheriff's Office.**

_____ **Commissioner Yeackle**

_____ **Commissioner Pargas**

_____ **Commissioner Kothmann**

_____ **Commissioner Garza**

UVALDE COUNTY BID OPENING 3:00 PM

3/4/2025

BID 2025-04 SHERIFF'S OFFICE METAL PRE FABRICATED BUILDING

Bidders Contact Information		Bid Amount
1	GHO	48,000
2	Superior	54,000
3	SL Ranch Solutions	42,400
4	Kimble	38,000
5		
6		
7		
8		
9		
10		

UVALDE COUNTY BID # 2025-04

Bid for construction of 60'X60' Mueller Pre-Fabricated Building:

Uvalde County Sheriff's Office

Location: 339 King Fisher Lane, Uvalde Texas 78801

Required Specifications:

✓ All persons wishing to place a bid will be required to visit the site to view all materials on site and conduct a site inspection prior to submitting a bid. Visitation of the site will be allowed Monday thru Friday 8:00 a.m. to 5:00 p.m. excluding any Uvalde County Holidays.

✓ Bid is for constructing a Mueller Pre-Fabricated Metal Building which measures approximately 60'X60'X18' eves. All construction materials will be on site at the Uvalde County Sheriff's Office.

✓ Winning bidder will provide all equipment and labor necessary to complete the project in its entirety.

✓ Work is expected to begin within 30 days of the awarded bid, and must be completed within 30 days of beginning work.

✓ Bidders will be given a copy of the certified engineered plans from Mueller Inc. Plans will be followed in its entirety related to the construction of the building, insulation and gutters. Plans can be picked up from the Uvalde County Sheriff's Office or via email or Attention: Brandon McCutchen or by calling (830) 278-4111.

✓ Bidders must be insured and will be required to provide a copy of their insurance certification with their bid.

✓ Any bidder who does not complete each step of the bid process, will automatically be disqualified.

✓ Winning Bidder shall be responsible for removing all job-related trash and debris from work area daily and upon completion of work.

✓ During the project and after completion of work, the contractor and a representative of the Uvalde County Sheriff's Office will perform inspections.

✓ Winning bidder will contact Chief Deputy Brandon J. McCutchen to confirm date for pre-construction meeting and the final inspection once determined.

✓ Winning Bidder shall return to original condition, any property damaged or lost due to negligent actions by the winning bidder or their employees.

Sealed bids will be accepted in person or mail at:

Uvalde County Judge William R. Mitchell

#3 Courthouse Square

Uvalde, Texas 78801 Deadline to submit is Tuesday March 4, 2025 at 3:00 PM

COMMON POLICY DECLARATIONS

NEW

Policy Number

CPS8161647

Underwritten by: Scottsdale Insurance Company

Home Office:

One Nationwide Plaza • Columbus, Ohio 43215

Administrative Office:

18700 North Hayden Road • Scottsdale, Arizona 85255

1-800-423-7675 • A Stock Company

ITEM 1. NAMED INSURED AND MAILING ADDRESS

KIMBALL FABRICATING LLC

612 HAM LN

UVALDE TX 78801-6272

AGENT NAME AND ADDRESS

LOUIS A WILLIAMS & ASSOCIATES INC (MARSHALL,

TX) 907 E GRAND AVE MARSHALL TX 75670-3556

Program No.: KJ

Agent No.: 42015

Term: 365

To: 02/26/2026

From: 02/26/2025

ITEM 2. POLICY PERIOD

12:01 A.M., Standard Time at the mailing address shown in ITEM 1.

QUOTE

FOR:
60' x 60' Mueller Pre-Fabricated Building

Thank you for your business!

March 4, 2025

Uvalde County Sheriff's Office
339 King Fisher Lane
Uvalde, Texas 78801

BID NO. 2025-04

Dear Sir:

We are pleased to submit to you the following bid on the above project.

1. Approximately 60'X60'X18' Mueller Pre-Fabricated Building

Total Bid: **\$ 48,000.00**

Thank you for the opportunity to bid on this project. We look forward to working with you.

GTO Construction Inc
Kyle Gee
Cell: 361-494-7233
Email: kylebgee34@me.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/12/24

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Sonnier Insurance P O Box 129 Holing Tx 77420		CONTACT NAME: Tiffani Sonnier PHONE (A/C, No, Ext): 979-358-0662 E-MAIL: tsonnierinsurance@yahoo.com ADDRESS: FAX (A/C, No):	
INSURED GTO Construction Inc. P O Box 1080 George West Tx 78022		INSURER(S) AFFORDING COVERAGE INSURER A: Westchester Surplus Lines Ins INSURER B: Ace American Insurance Co Specialty Ins Co INSURER C: Scottsdale Ins. Co / Champlain Specialty Ins. INSURER D: Texas Mutual Insurance Co INSURER E: Loyds of London INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Sudden & Accidental Pollution GEN'L AGGREGATE LIMIT APPLIES PER. <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	G241943383-014	3/1/2024	3/1/2025	EACH OCCURRENCE \$ 1,000,000. DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000. MED EXP (Any one person) \$ 5,000.00 PERSONAL & ADV INJURY \$ 1,000,000. GENERAL AGGREGATE \$ 2,000,000. PRODUCTS - COMP/OP AGG \$ 2,000,000. \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY ded 1000.00 <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	HO8453846 013	3/1/2024	3/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000. BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ 1,000,000.
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$ 10,000.	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	XNS0008833 CEL 0000307-03	3/1/2024	3/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR, PARTNER, EXECUTIVE OFFICER, MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	V/N <input checked="" type="checkbox"/> N/A <input checked="" type="checkbox"/>	TSF0001223105	3/1/2024	3/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000. E.L. DISEASE - EA EMPLOYEE \$ 1,000,000. E.L. DISEASE - POLICY LIMIT \$ 1,000,000.
F	Rented and Leased Equip	<input checked="" type="checkbox"/>	ILM0707135	3/1/2024	3/1/2025	Deductible Value any one item 2,500.00 700,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is named as Additional Insured on the GL and Auto and provided Blanket Waiver of Subrogation if required by written contract on General Liability, Work Comp and Auto Policy. The Umbrella Policy is follow form on GL, Auto and Employers Liability Policy and provides Additional Insured and Blanket Waiver of Subrogation. The Workers Comp policy includes Other States Coverage and Alternate Employer Endorsement. Pollution coverage is evidenced on this General Liability policy. The GL and the Auto policy contains Primary and Non Contributory and the ISO wording remains unchanged. General Liability Affords Premises, Ongoing Operations and Completed Operations for Blanket Additional Insureds. 10 day notice of cancellation on all policies. Certificate Holder is listed as loss payee on all equipment rentals as required by contract

CERTIFICATE HOLDER Sample Certificate	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

Superior Contractors, LLC

PO Box 1891

Uvalde, TX, 78802

830-278-2531

rkw@rkwpipes.com

February 28, 2025

Uvalde County Sheriff's Office

339 King Fisher Lane

Uvalde, TX, 78801

Subject: **Bid for Construction of Mueller Pre-Fabricated Metal Building (60'x60'x18' Eaves)**

Dear Uvalde County Sheriff's Office,

Thank you for the opportunity to submit a bid for the construction of the Mueller Pre-Fabricated Metal Building as per the specifications provided. We understand the importance of this project and are committed to delivering high-quality work within the agreed-upon timelines and budget. Below is the scope of work and the bid proposal:

Scope of Work:

- **Project Name:** Uvalde County Bid # 2025-04
- **Building Size:** 60 feet x 60 feet with 18-foot eave height
- **Location:** 339 King Fisher Lane, Uvalde, Tx, 78801
- **Materials:** All necessary construction materials will be provided on-site at the sheriff's office.
- **Labor:** Our team will provide all labor necessary for the erection of the building, including site preparation, foundation work (if required), assembly of the prefabricated building, and finishing touches as specified in the project documents.
- **Timeline:** We anticipate completing the project within four weeks (30 calendar days) from the date of contract signing, assuming weather conditions and other external factors permit.

Bid Proposal:

- **Total Bid Price:** \$54,000.00

Additional Notes:

- Our team will ensure that all necessary permits, inspections, and compliance with local building codes are met throughout the construction process.
- We will maintain a clean and safe worksite at all times and will comply with all safety protocols.

- We will coordinate closely with your team to ensure the project progresses smoothly and on schedule.

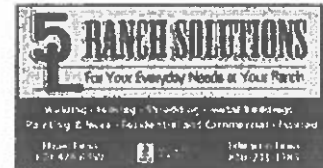
If you require any further information or adjustments to this bid, please do not hesitate to contact us. We are ready to begin work on this project as soon as possible and look forward to the opportunity to collaborate with the Uvalde County Sheriff's Office.

Thank you for your consideration of our bid. We look forward to your response and the chance to serve you.

Respectfully submitted,

A handwritten signature in black ink that reads "Richard Williams". The signature is written in a cursive style with a large, stylized "W".

Richard Williams and Jolene Williams
Owners
Superior Contractors, LLC
830-278-2531
rkw@rkwpipeline.com



QUOTE

Uvalde County

Date
1 Mar 2025

Expiry
31 Mar 2025

Quote Number
QU-0398

Reference
Installation of 60' X 60' X 18' Steel Building

5L Ranch Solutions
211 CR 741
Yancey TX, 78886
PH:(830)426-6359&
(830)741-1285
FAX:(830)426-2502
EMAIL:
elioluna1@outlook.com
WEBSITE:
5lranchsolutions.com

Installation of 60' X 60' X 18' Steel Building

Customer will provide 60' x 60' x 18' Engineered Steel Building, and will have another independent contractor do the groundwork and pour the concrete slab. Quote includes Installation of 60' x 60' x 18' Engineered Steel Building, 1- 10' x 10' Roll-Up Door, 2- 3' x 7' Man Doors and 1- 4' x 7' Man Door. Also includes installation of 3" Reinforced Insulation, and installation of gutters and downspouts. Building/Insulation/Gutters, Doors, and Building Components will be installed according to engineering plans, and Mueller Inc. Specifications. All Construction Debris will be hauled off/removed from Jobsite upon completion of Project. Project Estimated Start date will begin no later than 30 Days after awarded project.

Description	Quantity	Unit Price	Tax	Amount USD
Installation of 60' x 60' x 18' Steel Building	3600.00	7.00	Tax Exempt	25,200.00
Installation of 3" Reinforced Insulation	3600.00	1.75	Tax Exempt	6,300.00
Installation of Gutters and Downspouts	3600.00	0.7333	Tax Exempt	2,639.88
Installation of Man Doors	3600.00	0.1667	Tax Exempt	600.12
Installation of Roll-Up Door	3600.00	0.0972	Tax Exempt	349.92
Skytrak	3600.00	0.6944	Tax Exempt	2,499.84
Slab Scissor Lifts	3600.00	0.2778	Tax Exempt	1,000.08
RT Scissor Lift	3600.00	0.2778	Tax Exempt	1,000.08
Skid Steer	3600.00	0.2778	Tax Exempt	1,000.08
Equipment Expense	3600.00	0.1969	Tax Exempt	708.84
Supplies Expense	3600.00	0.1899	Tax Exempt	683.64

Description	Quantity	Unit Price	Tax	Amount USD
Clean-Up, Disposal Fees.	3600.00	0.0833	Tax Exempt	299.88
Port-A-Potie Rental	3600.00	0.0486	Tax Exempt	174.96
Less Adjustment	1.00	(57.32)	Tax Exempt	(57.32)
Subtotal				42,400.00
TOTAL TAX				0.00
TOTAL USD				42,400.00

Terms

50% down payment required at start of contracted job, or also other arrangements can be made with customer.

Any changes from the original quotation will be subject to change in final cost.

Material cost are subject to change after quotation expires due to volatility in the materials market.

Progress payments will be paid out by progress schedule and final payment will be due upon completion of contracted job.

Ag exempt services, or other tax exempt entities, taxes will be removed once customer presents a valid agricultural/tax exempt form.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/28/2025

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PRODUCER Brucks Insurance Agency PO Box 50		CONTACT NAME: Angela Saathoff PHONE (A/C, No, Ext): 830 426 2412 E-MAIL ADDRESS: aksbrucksins@gmail.com FAX (A/C, No): 830 741 5510	
Hondo TX 78861		INSURER(S) AFFORDING COVERAGE	
INSURED Eliseo O Luna DBA 5L Ranch Solutions L & L Construction and Fabrication LLC PO Box 102 Yancey TX 78886		INSURER A: Western World Insurance Company (A Excellent) INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD: WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		NPP 6003639	01/28/2025	01/28/2026	EACH OCCURRENCE \$ 1,000,000
		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
		MED EXP (Any one person) \$ 5,000				
		PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER					GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$
						AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/>
						E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101. Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Uvalde County 100 N Getty Uvalde TX 78801	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Angela K Saathoff Brucks Insurance Agency
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13. CONSIDER AND ACT UPON AWARD OF BID FOR THE KNIPPA VFD FIRE TRUCK

Bids were advertised, received and reviewed for a fire truck for the Knippa VFD. Carl Esser will make a recommendation.

_____ **Commissioner Yeackle**
_____ **Commissioner Pargas**
_____ **Commissioner Kothmann**
_____ **Commissioner Garza**

UVALDE COUNTY BID OPENING 2:30 PM

3/4/2025

BID 2025-02 KNIPPA PUMPER FIRE TRUCK CDBG CDV 23-0223

Bidders Contact Information		Bid Amount
1	Outback Fire Apparatus	\$ 335,999 98
2		
3		
4		
5		
6		
7		
8		
9		
10		

CONTRACT DOCUMENTS

PROPOSAL * SPECIFICATIONS * CONTRACT * BOND FORMS

UVALDE COUNTY

CDBG CDV 23-0223

WILLIAM R. MITCHELL

UVALDE COUNTY JUDGE

PRECINCT 1

PRECINCT 2

PRECINCT 3

PRECINCT 4

JOHN YEACKLE

MARIANO PARGAS JR. ROY M. KOTHMANN

RONNIE GARZA

.....

JOE MARTINEZ

KNIPPA VOLUNTEER FIRE DEPARTMENT

ESSER & COMPANY CONSULTING LLC

702 ASHBY DRIVE S.

UVALDE, TEXAS 78801

(830) 486-5849

FEBRUARY 2025

UVALDE COUNTY BID 2025-02

CDBG CONTRACT NO. CDV 23-0223

The Uvalde County Commissioners Court and William R. Mitchell, Uvalde County Judge of Uvalde County, Texas will receive bids to the Knippa VFD Fire Truck Project TxCDBG Contract No. CDV 23-0223 until **Tuesday, March 4, 2025 at 2:30 PM** at the Uvalde County Courthouse, 100 N. Getty Street, Uvalde, Texas 78801. The bids will be publicly opened and read aloud at this place and time. Any bid received after closing time will be returned unopened. Bids are invited for several items and quantities of work as follows:

Principal items of construction include (1) Rescue Pumper Fire Truck

A bid bond in the amount of 5 percent of the bid issued by an acceptable surety shall be submitted with each bid [for those contracts that exceed \$100,000]. A certified check or bank draft payable to Uvalde County or negotiable U.S. Government Bonds (as par value) may be submitted in lieu of the Bid Bond. Attention is called to the fact that the Buy America Build America Act (BABA) pertains to this project. All items used in this project must be produced in the United States. The successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, sexual identity, gender identity, or national origin.

Plans and specifications may be examined without charge at Uvalde County Courthouse, Office of the County Judge, 100 N. Getty Street, Uvalde, Texas 78801. Bid Documents for the project may be viewed and downloaded free of charge at the Uvalde County website www.uvaldecounty.gov. It is the sole responsibility of all plan holders, whether they have received digital downloads or paper copies of the plans and specifications, to periodically check for Addenda which may have been posted on www.uvaldecounty.org.

The Uvalde County Commissioners Court reserve the right to reject any or all bids or to waive any informalities in the bidding. Bids may be held by Uvalde County for a period not to exceed 30 days from the date of the bid opening for the purpose of reviewing the bids and investigating the bidder's qualifications prior to the contract award. All contractors/subcontractors that are debarred, suspended, or otherwise excluded from or ineligible for participation on federal assistance programs may not undertake any activity in part or in full under this project.

**William R. Mitchell,
Uvalde County Judge
Uvalde County Texas**

Materials

Instructions to Bidders

1. Interpretations or Addenda

No oral interpretations will be made to any bidder. Each request for an interpretation shall be made in writing to Uvalde County no less than seven (7) days prior to the bid opening. Each interpretation made will be in the form of an Addendum to the contract documents and will be distributed to all parties holding contract documents no less than seven (7) days prior to the bid opening. It is, however, the bidder's responsibility to make inquiry as to any addenda issued. All such addenda shall become part of the contract documents and all bidders shall be bound by such addenda.

2. Alternate bid items

No alternate bids or bid items will be considered unless they are specifically requested by the technical specifications.

3. Bids

- a) All bids must be submitted on the forms provided and are subject to all requirements of the Contract Documents.
- b) All bids must be regular in every respect and no interlineation, excisions or special conditions may be made or included by the bidder.
- c) Bid documents, including the bid, and the bid bond shall be sealed in an envelope and clearly labeled with the words "Bid Documents," the project number, name of bidder and the date and time of bid opening.
- d) The Grant Recipient may consider as irregular any bid on which there is an alteration of or departure from the bid form and, at its option, may reject any irregular bid.
- e) If a contract is awarded, it will be awarded to a responsible bidder on the basis of the lowest/best bid and the selected alternate bid items, if any.

4. Bid Modifications Prior to Bid Opening

Any Bidder may modify its bid in writing at any time prior to the scheduled closing time for receipt of bids, provided such modification is received by the Grant Recipient prior to the bid closing time. The modification should not reveal the bid price but should provide the addition, subtractions or other modifications so that the final prices or terms will not be known by the Grant Recipient until the sealed bid is open. Likewise, any Bidder may modify a bid by submitting a supplemental bid in person prior to the scheduled closing time for receipt of bids. Such supplemental bid should mention only additions or subtractions to the original bid so as to not reveal the final prices or terms to the Grant Recipient until the sealed bid is open.

5. Bid Bond

A bid bond in the amount of 5% of the bid issued by an acceptable surety is required with each bid for contracts that exceed \$100,000. A certified check or bank draft payable to the Grant Recipient or negotiable U.S. Government Bonds (as par value) may be submitted in lieu of the Bid Bond.

6. Corrections

Erasures or other corrections in the bid must be noted over the signature of the bidder.

7. Time for Receiving Bids

Bids received prior to the advertised hour of opening shall be kept securely sealed. The officer appointed to open the bids shall decide when the specified time has arrived and no bid received thereafter will be considered.

8. Opening of Bids

The Grant Recipient shall, at the time and place fixed for the opening of bids, publicly open and read aloud each bid, irrespective of any irregularities therein.

9. Withdrawal of Bids

Bidder may withdraw the Bid before the time fixed for the opening of Bids by communicating its purpose in writing to the Grant Recipient. Upon receipt of such notice, the unopened Bid will be returned to the Bidder. The bid guaranty of any bidder withdrawing his bid in accordance with the above will be returned promptly.

10. Award of Contract/Rejection of Bids

The contract will be awarded to the responsive, responsible Bidder submitting the lowest/best bid. The bidder selected will be notified at the earliest possible date. The Grant Recipient reserves the right to reject any or all bids where such rejection is in its interest.

11. Execution of Agreement

The failure of the successful bidder to execute the agreement and supply the required bonds thirty (30) days from the date of the notice of award, or within such extended period as the Grant Recipient may grant shall constitute a default and the Grant Recipient may, at its option either award the contract to the next lowest responsible bidder, or re-advertise for bids. In either case, the Grant Recipient may charge against the bidder the difference between the amount of the bid, and the amount for which a contract is subsequently executed irrespective of whether this difference exceeds the amount of the bid bond. If a more favorable bid is received through re-advertisement, the defaulting bidder shall have no claim against the Grant Recipient for a refund.

12. Equal Employment Opportunity

Bidder is required to ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, sexual identity, gender identity, or national origin, and must comply with other civil rights requirements.

13. Certification Regarding Lobbying –

Contractors who apply or bid for an award of \$100,000 or more shall provide the required certification that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining an Federal contract, grant or any other award covered by 31 USC § 1352.

SECTION P – PROPOSAL
UVALDE COUNTY
FIRE PROTECTION EQUIPMENT

DATE: _____

Gentlemen:

Having carefully examined the Specifications, the undersigned Bidder hereby proposes to supply all necessary items listed at the quantities shown for each item on the following bid schedule.

The bid schedule attached lists the various divisions of materials in the Specifications. Bid quantities must be shown in Words and Figures for each item listed in the Proposal, and in the event of a discrepancy, the words shall control.

Receipt is hereby acknowledged of the following addenda to the Contract Documents:

Addendum No. 1 dated _____ Received _____


Addendum No. 2 dated _____ Received _____

Addendum No. 3 dated _____ Received _____

Bidder agrees to supply all of the materials listed in the proposal and as described in the Specifications, for the following quantities:

The following changes are hereby made a part of the specifications for the Fire Truck Specifications Contract.

The Contractor shall acknowledge receipt of this clarification on the face of the envelope in which he submits his bid and by signing this addendum and attaching it to his bid proposal

 President
Name and Title

2-28-2025
Date

SECTION P – PROPOSAL
 BASE BID
 UVALDE COUNTY, TEXAS
 CDBG – CDV 23-0223

ITEM NO.	NUMBER OF UNITS	ITEM AND UNIT PRICE (FILL IN BOTH SCRIPT AND FIGURES)	UNIT	TOTAL AMOUNT
P.1	1	<p>For furnishing all materials, equipment, labor and superintendence to deliver one (1) Rescue Pumper Fire Truck 2024 Dodge Ram Sydney Series Model (or equivalent) RED in color as detailed in the Fire Truck specifications, TO INCLUDE DELIVERY TO Uvalde County, Texas for the sum of:</p> <p><u>\$ 335,999</u> Dollars</p> <p><u>.98</u> Cents</p> <p>(\$)</p>	1	<p><u>\$ 335,999.98</u></p>
<p>TOTAL BASE BID AMOUNT:</p> <p><u>\$ 335,999.98</u></p> <p>_____</p> <p>_____</p> <p>_____</p>				<p><u>\$ 335,999.98</u></p>

The proposed items listed to be supplied shall be accepted upon delivery and inspection for compliance with the specifications to the satisfaction of Uvalde County & Knippa VFD.

The undersigned Bidder hereby declares that he has visited the sites of work and has carefully examined the contract documents pertaining to the materials covered in the above bid, and that the bid prices contained in the proposal have been carefully checked and are submitted as correct and final

The Supplier agrees to provide the items on which he has bid, as specified in the specification. **The supplier shall provide materials on which he has bid, as specified and shown in the above bid.** The Bidder agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving bids.

Enclosed with this proposal is a Proposal Bond in the sum of 5% of G.A.B. (5%), which it is agreed shall be collected and retained by the Owner as liquidated damages in the event his proposal is accepted by the Owner within thirty (30) days after the bids are received and the undersigned fails to execute the contract for the Owner within ten (10) days after date said proposal is accepted, otherwise said check or bond shall be returned to the undersigned upon demand.

By signing below the bidder agrees that the owner reserves the right to waive formalities, to reject any or all bids, and to accept the bid most advantageous to the interest of the owner. The right is also reserved to increase or decrease the total proposal amount by 25%, by increasing or decreasing quantities if the total proposal exceeds or is below the funds available. The right is also reserved to eliminate any item(s) in the proposal if the total proposal exceeds the funds available.

Respectfully submitted:

By: 

Derek Andre
Printed Name

President
Title

Sales@outhackfire.com
Email Address

46-4473443
TAX I D Number

Business:

Outback Fire Apparatus, Inc.
Name

2090 W. 500 N., unit 2
Address

Springville, UT 84663
City, County, State, Zip

801-450-6865
Telephone No. and Fax No

Please provide the estimated total lead time for the Vehicle(s)/Equipment? Please include estimated number of months required for delivery and to be placed in service.

Number of Months 2 months



Outback Fire Apparatus, Inc.
2090 W 500 N, Suite #2
Springville, UT 84663

Proposal

Date	Proposal #
1/20/2025	711

Name / Address
Knippa Fire & EMS/ Uvalde County Texas Jose Martinez 830-278-0898

Project

Item	Description	Qty	Rate	Total
Sydney Dodge	2024 Dodge Ram Sydney Series Crash Rescue Pumper (White on Red) <ul style="list-style-type: none">• 6.7 L CUMMINS TURBO DIESEL• 5 YR 100,000 MILE POWERTRAIN LIMITED WARRANTY• 4X4• 4 DOOR CREW CAB• 6 speed AUTOMATIC TRANSMISSION• AC• POWER WINDOWS, LOCKS, MIRRORS• CRUISE• TILT WHEEL• ELECTRONIC VEHICLE INFORMATION CENTER• EXTENDED MIRRORS• AM/FM• CLOTH SEATS• KEYLESS ENTRY (ALARM)• BLACK VINYL FLOOR COVERING• CHROME APPEARANCE PACKAGE• 19.5" ALL TERRAIN TIRES• MUD FLAPS• SPARE TIRE• 108" L Heavy Duty Utility Body (each side): Front 34" W x 40" H x 21" D Middle 52" W x 17 3/4" H x 21" D Rear 21 5/8" W x 40" H x 21" D• Heavy Duty Upper Aluminum Boxes (each side): (1) 60" L x 18" H x 18" D (1) 36" L x 18" H x 18" D• Heavy Duty Bumper Grill Guard w/ emergency LED flashers• Reflective Striping• Whelen Light & Siren Package: 56" light bar with 20 LED Module, 4 Flashing Driver side, passenger side alley lights and take down lights Traffic Advisor Whelen Siren w/ 9 Switch Light Control Panel 17 Scan Lock Siren Tones		199,995.00	199,995.00
			Total	

Customer Signature



Outback Fire Apparatus, Inc.
2090 W 500 N, Suite #2
Springville, UT 84663

Proposal

Date	Proposal #
1/20/2025	711

Name / Address
Knippa Fire & EMS/ Uvalde County Texas Jose Martinez 830-278-0898

Project

Item	Description	Qty	Rate	Total
	<ul style="list-style-type: none">• Hale Pump (HPX75-B23) meets NFPA 1906 Performance Rating 50 gpm @ 250 psi 15 gpm @380 psi, 70 gpm @ 220 psi, 135 gpm @ 80 psi 23 HP V-Twin Briggs & Stratton Engine EPA (Evaporative Requirement Approved) Plastic Fuel Tank Exhaust Primer Standard• Control Panel w/ Pressure gauge Low oil light 20 amp circuit breaker Rear Work Light Switch Panel Light Switch LED Panel Light 2 ½" NH drafting inlet 1 ½ " discharge 2 ½" NH direct tank fill Scotty Foam System THROUGH THE PUMP• 300 gal UPF Defender 2CE Tank with 12 gallon foam cell Lifetime Tank Warranty Blue Color Coded Tank Fill Green Color Coded Foam Fill Water Level Site Fill Gauge• Custom Storage Rack above tank• Hannay Hose Reel: Hose Reel electric switch Chrome hose rollers (each side)• (1) 100' length 1" hose• (1) 1" hose nozzle• Manifold System: (2) 1" discharge NPSH with aluminum caps (1) 1 1/2" discharge NH with aluminum cap (1) 1 1/2" check valve for pump protection• (1) 1 ½" Tank Fill (pump to tank)• Curt Hitch• Reflective Striping			
			Total	

Customer Signature



Outback Fire Apparatus, Inc.
 2090 W 500 N, Suite #2
 Springville, UT 84663

Proposal

Date	Proposal #
1/20/2025	711

Name / Address
Knippa Fire & EMS/ Uvalde County Texas Jose Martinez 830-278-0898

Project

Item	Description	Qty	Rate	Total
	• Rear Whelen M6 Series Emergency Lighting			
	• Spanner Wrench Set			
Custom	Full Bumper Brush Guard and 15,000 lb Mile Marker Winch and Install		3,885.00	3,885.00
Custom	Front Bumper Sprayers and Install		2,800.00	2,800.00
Custom	Kussmaul Auto Eject Charger and Install		2,685.00	2,685.00
Custom	Compartment Lights and Install	8	285.00	2,280.00
Custom	Telescopic Pioneer Scene Lights and Install	2	2,560.00	5,120.00
Custom	In Cab Console and Install		875.00	875.00
Custom	Loaded In Cab Console Options (Arm rest, cup holders, USB Power outlet) and Install		480.00	480.00
Custom	Upper Box Racks and Install	2	675.00	1,350.00
Custom	Medical Bag		299.00	299.00
Custom	Cordless Jaws of Life Package		0.00	0.00
Custom	Rear Chevrons and Install		675.00	675.00
Custom	1 1/2" -100 (feet) roll of Hose NH Thread	3	239.00	717.00
Custom	SCBA Rack and Install	3	185.00	555.00
Custom	Upgrade Emergency Light Package (Mid Ship) and Install	2	285.00	570.00
Custom	Hose Lay Rack with Install	2	1,385.00	2,770.00
Custom	Valved, charge Hose Lay Connection and Install		450.00	450.00
Custom	Extra Pump Area Work Light and Install		285.00	285.00
Custom	Receiver Hitch Trailer Connection and Install		175.00	175.00
Custom	ESLC-30, Milwaukee M-18, Length 31.5 IN, Height 11.74 IN, Width 10.50 IN, Weight: EXCL Battery 50.6 Lbs, Battery Weight: Milwaukee M18-8AH: 2.4 lbs, Dewalt 20/60 V-9AH: 3.4 lbs, Makita 18V LXT-6AH 1.5 lbs		11,485.00	11,485.00
	Max Blade Opening 8.25 IN, Max Cut Reach 5.37 IN, Max Cut Force 300,000 Lbs, NFPA Cut Rating A8/B9/C9/D9/E9/F5			
	Power Source Option Milwaukee M18, Makita LXT 18V and Dewalt 20V. IP Rating 54			
Custom	ES-100-28-18V, Gen 3 Storm Surge M18 Volt, 28 inch S-100 Series Spreader M18 Battery Operation with 56,128 Lbs Minimum Spread Force and 228,126 lbs Maximum Spread Force. Includes (2) 18V Batteries and (1) 110 V Charger		12,060.00	12,060.00
			Total	

Customer Signature



Outback Fire Apparatus, Inc.
2090 W 500 N, Suite #2
Springville, UT 84663

Proposal

Date	Proposal #
1/20/2025	711

Name / Address
Knippa Fire & EMS/ Uvalde County Texas Jose Martinez 830-278-0898

Project

Item	Description	Qty	Rate	Total
Custom	ER-40-18V, Gen 3 Storm Surge ER-40, M18 Volt 40" Single Stage Straight Ram with 32,980 lbs of Push Force. This Ram will Push or Pull. Single Battery Operation. Includes (2) M18 Batteries and (1) 110V Charger.		7,635.00	7,635.00
Custom	STRMRAMBASE-EXT, For Both TLS and Stright Rams. Gen 3 Storm Surge Ram Extension Kit Includes (1) Case, (1) Attachment End Base, (1) 6" Tube Extension, (1) 12" Tube Extension, and (1) 18" Tube Extension		1,650.00	1,650.00
Custom	LED Ground Lights and Install	4	285.00	1,140.00
Custom	Turtle Tile- 10 Shelves and Install		495.00	495.00
Custom	Turtle Tile-8 Compartments and install		528.00	528.00
Custom	Directional Light Set (4) Rear of Tank and Install		600.95	600.95
Custom	A-G1FS-442MA2COLER with Intergrated TIC	4	8,139.74	32,558.96
Custom	MSA - 10175708 CY VLV QC G1 RC 4500 PSIG 66CF LP PKGD B09 BOGO Free	4	1,268.29	5,073.16
Custom	MSA - 10175708 CYL VLV QC G1 RC 4500 PSIG 66CF LP PKGD Code B09 BOGO Free	4	0.00	0.00
Custom	MSA - 10156459 Fcpc, G1, FS MD MD NC, 4PT KEVLAR, W/BOX	4	400.60	1,602.40
Custom	MSA 1015838 6 BAY CHARGE	1	856.76	856.76
Custom	1 Ea. Milwaukee M18 SAWZALL		3,086.00	3,086.00
	1 Ea. Milwaukee 4.5" Grinder			
	1 Ea. M18 1/2" High Torque Impact Wrench Tool only Model #2666-20			
	4 Ea M 18 Light Tower Tool only Model # 2131-20			
	1 Ea Milwaukee M18 6 port Battery Charger			
	16 Ea. Milwaukee M18 Ah Battery 6.0			
Custom	1 pair Res-Q-Tec Rave Struts		5,902.00	5,902.00
Custom	2 Ea. PB-30 Firehooks Unlimited Pro Bar 30" Halligan		641.43	641.43
Custom	2 Lights Telescopic for other trucks	2	1,850.00	3,700.00
Custom	BK K&G - M150 Mobile Radio with Antenna	2	3,680.00	7,360.00
Custom	BK 5000 Handheld Radio Package (radio Antenna, Clam Shell Battery Pack, Rechargeable battery and Charger	4	2,190.08	8,760.32
Custom	Radio Instalation Fee		500.00	500.00
Custom	Shipping		4,000.00	4,000.00
Custom	Doc Fee		399.00	399.00
Custom			0.00	0.00
			Total	\$335,999.98

* All Prices quoted are valid for 60 days from the date of stated on the quotation.

Customer Signature _____

GENERAL CONDITIONS

1. Termination for Cause *[for Contracts > \$10K]*

If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the County shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor pursuant to this Agreement shall, at the option of the County, be turned over to the County and become the property of the County. In the event of termination for cause, the Contractor shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor, and the County may set-off the damages it incurred as a result of the Contractor's breach of contract from any amounts it might otherwise owe the Contractor.

2. Termination for Convenience of the County *[for Contracts > \$10K]*

County may at any time and for any reason terminate Contractor's services and work at County's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

[Parties should include the manner by which such termination will be effected and the basis for settlement or any other terms and conditions concerning payment upon such termination.]

3. Access to Records

The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, and the Texas Department of Agriculture (TDA), and the County, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Contractor which are pertinent to the TxCDBG award, in order to make audits, examinations, excerpts, and transcripts and to closeout the County's TxCDBG contract with TDA.

4. Retainage of Records *[if materials are paid with CDBG funds]*

Grantees or subgrantees must retain all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

5. Debarment and Suspension (Executive Orders 12549 and 12689)

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235). "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

6. Domestic Preferences

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

For purposes of this section:

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

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

7. Anti-Lobbying [For Contracts that exceed \$100,000]

Contractor shall file the required certification: The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

8. Resolution of Program Non-Compliance and Disallowed Costs

In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed

as a result of non-compliance with federal, state or TxCDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. [This section may also provide for the qualifications of the mediator(s), the locale of meetings, time limits, or any other item of concern to the parties.] If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

Certification Regarding Lobbying

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, Derek Andre (Outback Fire Apparatus Inc), certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.


Signature of Contractor's Authorized Official

Derek Andre
Printed Name and Title of Contractor's Authorized Official

SAMPLE
UVALDE COUNTY CBG CDV 23-0223 KNIPPA VFD FIRE TRUCK CONTRACT

THIS AGREEMENT made this the 28 day of February, 2025 by and between Outback Fire Services Inc hereinafter called the "Contractor", and Uvalde County hereinafter called the "County".

WITNESSETH, that the Contractor and the County for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work. The Contractor shall furnish (1) Rescue Pumper Fire Truck with equipment as specified in bid documents delivered to Uvalde County in strict accordance with the contract documents including all as prepared by Esser & Company Consulting LLC acting and in these contract documents preparation, referred to as Consultant.

ARTICLE 2. The Contract Price. The County will pay the Contractor for the performance of the Contract in current funds, for the total quantities of work performed at the unit prices stipulated in the Bid for the several respective items of work completed hereof the sum of \$ 335,999.28

ARTICLE 3. The Contract. The executed contract documents shall consist of the following components:

- a. This Agreement (pgs. 1-2)
- b. General Conditions
- c. Invitation to Bids
- d. Instructions to Bidders
- e. Signed Copy of Bid

ARTICLE 4. Performance. Work, in accordance with the Contract dated March 4 - 2025 shall commence on or before Time of award and Contractor shall complete the WORK not to exceed 10 months thereafter. The date of completion of all WORK is therefore 60 days from receiving 20% Deposit

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in One (1) original copy on the day and year first above written.

By _____

Title _____

Uvalde County
(County)

By _____

William R. Mitchell

Title Uvalde County Judge

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, _____
_____ as PRINCIPAL, and _____, as SURETY are
held and firmly bound unto (County) hereinafter called the "Local Public Agency", in the penal sum of
_____ Dollars, (\$_____). lawful money of the
United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs,
executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the
Accompanying Bid, dated _____, for _____

NOW, THEREFORE, the Principal shall not withdraw said Bid within the period specified therein after
the opening of the same, or, if no period be specified, within thirty (30) days after the said opening, and
shall within the period specified therefor, or if no period be specified, within ten (10) days after the
prescribed forms are presented to him for signature, enter into a written contract with the Local Public
Agency in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties,
as may be required, for the faithful performance and proper fulfillment of such contract; or in the event
of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and
give such bond within the time specified, if the Principal shall pay the Local Public Agency the difference
between the amount specified in said Bid and the amount for which the local Public Agency may procure
the required work or supplies or both, if the latter be in excess of the former, then the above obligation
shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS THEREOF, the above parties have executed this instrument this _____ day of
_____, the name and corporate seal of each corporate party being hereto
affixed and these present signed by its undersigned representative, pursuant to authority of its
governing body.

(SEAL)

(SEAL)

Attest:

By: _____

Affix
Corporate
Seal

Attest:

By: _____

Affix
Corporate
Seal

Attest:

By _____

Countersigned

By _____

* Attorney-in-Fact. State of Texas

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the bid bond; that _____, who signed the said bond on behalf of the Principal was then _____ of said corporation, that I know his/her signature, and his/her signature thereto is genuine, and that said bond was duly signed, sealed, and attested to, on behalf of said corporation by authority of its governing body.

Corporate
Seal

Title: _____

* Power-of-attorney for person signing for Surety Company must be attached to bond

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information it desires.

Date: 2/28/2025

Bidder (Legal Name of Firm): Outback Fire Apparatus, Inc

Date Organized: 1/10/2014

Address : 2090 W 500 N, Unit 2
Springville, UT 84663

Date Incorporated 1/10/2014

Federal ID Number: 46-4473443

Number of Years in contracting business under present name 15 years

List all other names under which your business has operated in the last 10 years:

Work Presently Under Contract:

Contract	Amount \$	Completion Date
<u>South East Thurston Fire Authority</u>	<u>233,660.00</u>	<u>3/15/25</u>
<u>Town of Jamestown</u>	<u>195,894.00</u>	

Type of work performed by your company: Fire Apparatus - Builder & Repair

Total Staff employed by Firm (Break down by Managers and Trades on separate sheet):

1 manager
18 Employees - who Build Trucks

Have you ever failed to complete any work awarded to you? ☐ Yes ☒ No

(If yes, please attach summary of details on a separate sheet. Include brief explanation of cause and resolution)

Have you ever defaulted on a contract? ☐ Yes ☒ No

(If yes, please attach summary of details on a separate sheet.)

Has your organization had any disbarments or suspensions that have been imposed in the past five years or that was still in effect during the five year period or is still in effect? ☐ Yes ☒ No

(If yes, list and explain; such list must include disbarments and suspensions of officers, principals, partners,

members, and employees of your organization.)

List the projects most recently completed by your firm (include project of similar importance):

Project	Amount \$	Mo/Yr Completed
Washington City Fire Truck	213,575 ⁰⁰	1/27/25
McClellan Fire District	200,269 ⁰⁰	1/4/25
West Friendship Vt Fire Dept	238,157	11/13/24

Major equipment available for this contract: Fully operational Manufacturing facility

Are you in compliance with all applicable EEO requirements? ☒ Yes ☐ No
(If no, please attach summary of details on a separate sheet.)

Bank References - Mountain America

Address: 891 N. Main Street Contact Name: _____

City & State: Spanish Fork UT Zip: 801-798-0333 Phone Number: _____

Credit available: \$ 600,000

Has the firm or predecessor firm been involved in a bankruptcy or reorganization? ☐ Yes ☒ No
(If yes, please attach summary of details on a separate sheet.)

List on a sheet attached hereto all judgements, claims, arbitration proceedings, or suits pending or outstanding against bidder over the last five (5) years with amount of claim and brief description.

List on a sheet attached hereto all lawsuits or requested arbitration with regard to construction contracts which bidder has initiated within the last five (5) years and brief explanation of claim and outcome.

Attach resume(s) for the principal member(s) of your organization, including the officers as well as the proposed superintendent for the project.

Signed this 28 day of February, 20 25

Derek Andre
Signature

Derek Andre
Printed Name and Title

Outback Fire Apparatus Inc.
Company Name

Notary Statement:

Derek Andre being duly sworn, says that he/she is the
President Position/Title of Uvalde County (Firm Name), and hereby
swears that the answers to the foregoing questions and all statements therein contained are true and
correct. He/she hereby authorizes and requests any person, firm, or corporation to furnish any
information requested County of Uvalde in verification of the recitals comprising this
Statement of Bidder's Qualifications.

Subscribed and sworn before me this 28th day of February, 2025.

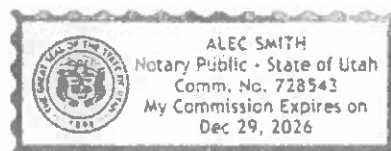
Notary Public

Alec Smith

Signature

Alec Smith

Printed Name



My Commission Expires Dec. 29th 2026

The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001

Derek Andre
Derek Andre

FIRE TRUCK SPECIFICATIONS

2024 Dodge Ram Sydney Series Crash Rescue Pumper (**Red** In Color)

- **6.7 L CUMMINS TURBO DIESEL**
- **5 YR 100,000 MILE POWERTRAIN LIMITED WARRANTY**
- **4X4**
- **4 DOOR CREW CAB**
- **6 speed AUTOMATIC TRANSMISSION**
- **AC**
- **POWER WINDOWS, LOCKS, MIRRORS**
- **CRUISE**
- **TILT WHEEL**
- **ELECTRONIC VEHICLE INFORMATION CENTER**
- **EXTENDED MIRRORS**
- **AM/FM**
- **CLOTH SEATS**
- **KEYLESS ENTRY (ALARM)**
- **BLACK VINYL FLOOR COVERING**
- **CHROME APPEARANCE PACKAGE**
- **19.5" ALL TERRAIN TIRES**
- **MUD FLAPS**
- **SPARE TIRE**
- **108" L Heavy Duty Utility Body (each side):**
Front 34" W x 40" H x 21" D
Middle 52" W x 17 3/4" H x 21" D
Rear 2 I 5/8" W x 40" H x 21" D
- **Heavy Duty Upper Aluminum Boxes (each side):**
(I) 60" L x 18" H x 18" D
(I) 36" L x 18" H x 18" D
- **Heavy Duty Bumper Grill Guard w/ emergency LED flashers**
- **Reflective Striping**
- **Whelen Light & Siren Package:**
56" light bar with 20 LED Module, 4 Flashing
Driver side, passenger side alley lights and take down lights
Traffic Advisor
Whelen Siren w/ 9 Switch Light Control Panel
17 Scan Lock Siren Tones
- **Haie Pump (HPX75-B23) meets NFPA 1906 Performance Rating 50 gpm @ 250 psi**
15 gpm @ 380 psi, 70 gpm @ 220 psi, 135 gpm @ 80 psi
23 HP V-Twin Briggs & Stratton Engine
EPA (Evaporative Requirement Approved) Plastic Fuel Tank
Exhaust Primer Standard
- **Control Panel w/ Pressure gauge**

**1 1/2" -100 (feet) roll of Hose NH Thread
SCBA Rack and Install
Upgrade Emergency Light Package (Fender, Mid Ship, and Rear Emergency
Lighting) and Install
Hose Lay Rack with Install
Valved, charge Hose Lay Connection and Install
Extra Pump Area Work Light and Install
Receiver Hitch Trailer Connection and Install**

**ESLC-30, CUTTER Milwaukee M-18, Length 31.5 IN, Height 11.74 IN, Width
10.50 IN, Weight: EXCL Battery 50.6 Lbs,**

**Battery Weight: Milwaukee M18-8AH: 2.4 lbs, Dewalt 20/60 V-9AH: 3.4 lbs,
Makita 18V LXT-6AH 1.5 lbs**

**Max Blade Opening 8.25 IN, Max Cut Reach 5.37 IN, Max Cut Force 300,000
Lbs, NFP A Cut Rating A8/B9/C9,/D9/E9/F5**

**Power Source Option Milwaukee MIS, Makita LXT 18V and Dewalt 20V. IP
Rating 54**

**ES-I00-28-18V, SPREDDER Gen 3 Storm Surge M18 Volt, 28 inch S-100
Series Spreader MIS Battery Operation with 56,128 Lbs Minimum Spread
Force and 228, I 26 lbs Maximum Spread Force. Includes (2) I 8V Batteries
and (I) 110 V Charger**

**ER-40-ISV, Gen 3 Storm Surge ER-40, MIS Volt 40" Single Stage Straight
Ram with 32,980 lbs of Push Force. This Ram will Push or Pull. Single
Battery Operation. Includes (2) MI 8 Batteries and (I)
I IOV Charger.**

**STRMRAMBASE-EXT, For Both TLS and Stright Rams. Gen 3 Storm Surge
Ram Extension Kit Includes (I) Case, (1) Attachment End Base, (1) 6" Tube
Extension, (I) 12" Tube Extension, and (1) 18" Tube Extension**

LED Ground Lights and Install

Turtle Tile- 10 Shelves and Install

Turtle Tile-8 Compartments and install

Directional Light Set (4) Rear of Tank and Install

- Low oil light
- 20 amp circuit breaker
- Rear Work Light Switch
- Panel Light Switch
- LED Panel Light
- 2 1/2" NH drafting inlet
- 1 1/2" 1.1 discharge
- 2 1/2" NH direct tank fill
- Scotty Foam System THROUGH THE PUMP
- 300 gal UPF Defender 2CE Tank with 12 gallon foam cell
- Lifetime Tank Warranty
- Blue Color Coded Tank Fill
- Green Color Coded Foam Fill
- Water Level Site Fill Gauge
- Custom Storage Rack above tank
- Hannay Hose Reel
- Hose Reel electric switch
- Chrome hose rollers (each side)
- (I) 100' length I II hose
- (I) I II hose nozzle
- Manifold System:
 - (2) 1" discharge NPSH with aluminum caps
 - (1) 1 1/2" discharge NH with aluminum cap
 - (1) 1 1/2" check valve for pump protection
- (1) 1 1/2" Tank Fill (pump to tank)
- Curt Hitch
- Reflective Striping
- Rear Whelen M6 Series Emergency Lighting
- Spanner Wrench Set
- Full Bumper Brush Guard and 15,000 lb Mile Marker Winch and Install Front Bumper Sprayers and Install
- Kussmaul Auto Eject Charger and Install
- Compartment Lights and Install
- Telescopic Pioneer Scene Lights and Install
- In Cab Console and Install
- Loaded In Cab Console Options (Arm rest, cup holders, USB Power outlet) and Install
- Upper Box Racks and Install
- Medical Bag
- Cordless Jaws of Life Package
- Rear Chevrons and Install

SCBA(s)

(4) A-GIFS-442MA2COLER

(4) MSA -10175708 CYL VLV QC 61 RC 4500 PSIG 66CF LP PKGD

(4) MSA – 10156459

(1) MSA 10158385

1 Ea. Milwaukee M18 SAWZALL

1 Ea. Milwaukee 4.5" Grinder

1 Ea. M18 1/2" High Torque Impact Wrench Tool only Model #2666-20

4 Ea. M 18 Light Tower Tool only Model # 2131-20

1 Ea. Milwaukee M18 6 port Battery Charger

16 Ea. Milwaukee M18 Ah Battery ~~2 pack~~ 6c0

1 pair Res-Q-Tec Rave Struts

2 Ea. PB-30 Firehooks Unlimited Pro-Bar 30" Halligan

BOND OF MOTOR VEHICLE DEALER, SPECIAL EQUIPMENT DEALER, CRUSHER OR BODY SHOP

KNOW ALL PERSONS BY THESE PRESENTS That we Outback Fire Apparatus, Inc.(Street Address) 1224 East 1060 North, Spanish Fork, UT 84660(City) Spanish Fork, County of UtahLexon Insurance Company

Utah, as Principal (hereinafter called Principal) and
 a Surety Company qualified and authorized to do
 business in the State of Utah, and with a rating of at least B+ with the A.M. Best Company, as Surety (hereinafter called Surety), are jointly and
 severally held and firmly bound to the people of the State of Utah to indemnify persons, firms, and corporations for loss suffered by reason of
 violation of the conditions hereinafter contained in the total aggregate sum of Seventy Five Thousand

Dollars (\$75,000.00) regardless of the number of claimants or the number of years a bond remains in force as required by Chapter 3, Title 41
 Utah Code Ann. (1953 as amended) lawful money of the United States for the payment of which sum well and truly to be made, we, the said
 Principal and said Surety and ourselves, our heirs, executors, administrators, successors and assigns jointly and severally and firmly by these
 presents. The total aggregate liability on this bond to all persons making claims, regardless of the number of the claimants or the number of
 years a bond remains in force, may not exceed (\$75,000.00) as set forth in Chapter 3, Title 41 Utah Code Ann. (1953 as amended)

THE CONDITION OF THIS OBLIGATION IS SUCH THAT

WHEREAS the above bounden Principal has applied for a license to do business as a Motor Vehicle Dealer within the State of Utah and
 that pursuant to the application a license has been or is about to be issued

NOW THEREFORE if the above bounden Principal shall obtain said license to do business as such Motor Vehicle
 Dealer and shall

1. Well and truly observe and comply with all requirements and provisions of THE MOTOR VEHICLE BUSINESS REGULATION ACT, as
 provided by Chapter 3, Title 41, Utah Code Ann. (1953, as amended) and/or
2. Indemnify persons, firms and corporations in accordance with Chapter 3, Title 41 Utah Code Ann. (1953 as amended), for loss suffered by
 reason of Principal's having failed to conduct business as a Dealer without

(a) fraud

(b) fraudulent representation

(c) violating subsection 41-3-301(1) which requires a dealer to submit or deliver a certificate of title or manufacturer's certificate of
 origin or

(d) violating subsection 41-3-402(1) which requires payoff of liens on motor vehicles traded in
 during the time of said license and all lawful renewals thereof, then the above obligation shall be null and void, otherwise to remain in full
 force and effect. A person making a claim on the bond shall be awarded attorney fees in cases successfully prosecuted or settled
 against the surety or principal if the bond has not been depleted. The Surety or Principal shall notify the Motor Vehicle Enforcement
 Division Administrator if a claim on the bond is successfully prosecuted or settled against the Surety or Principal

Surety herein reserves the right to withdraw as such surety except as to any liability already incurred or accrued hereunder and may do so upon
 the giving of written notice of such withdrawal to the Principal and to the Motor Vehicle Enforcement Division Administrator (Administrator);
 provided, however, that no withdrawal shall be effective for any purpose until sixty days shall have elapsed from and after the receipt of such
 notice by the said Administrator, and further provided that no withdrawal shall in anyway affect the liability hereunder of said Surety arising out of
 the actions of the Principal prior to the expiration of such period of sixty days regardless of whether the loss suffered has been reduced to
 judgment before the lapse of sixty days

ANY CONFLICT BETWEEN THE TERMS OF THIS SURETY BOND AND PROVISIONS OF THE MOTOR VEHICLE BUSINESS
 REGULATION ACT (Chapter 3 of Title 41 Utah Code Ann. (1953 as amended) SHALL BE RESOLVED IN FAVOR OF THE MOTOR
 VEHICLE REGULATION ACT

Signed and Sealed this 26 day of February 2014 to become effective on the 27 day of February 2014

Outback Fire Apparatus, Inc.

[Signature]
 Principal

Lexon Insurance Company

Surety

By [Signature]
 Stephen Beann, Attorney-in-Fact

Organizational Structure Must check one

Individual

☒ Sole Proprietor

Government

☐ Federal

☐ State

☐ Tribal

☐ Political Subdivision

Business

☒ Corporation

☐ General Partnership

☐ Limited Partnership

☐ Limited Liability Partnership

☐ Limited Liability Company

Trust

☐ Trust

STATE OF UTAH

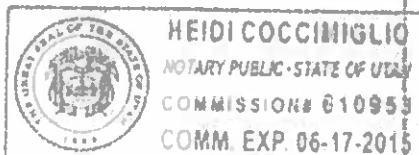
COUNTY OF SALT LAKE

On this 16 day of MARCH in the year 2014 before me HEIDI COCCINIGLIO a notary public personally appeared before me DALE ARCE, proved on the basis of satisfactory evidence to be the person whose name

is subscribed to this instrument and acknowledged he executed the same

Witness my hand and official seal

NOTARY SEAL



Notary signature

A handwritten signature in dark ink, appearing to read "Heidi Cocciniglio", written over a horizontal line.

AFFIDAVIT OF QUALIFICATION

STATE OF LOUISIANA

COUNTY OF ORLEANS PARISH

Stephen Bearin

that he is the Attorney-in-Fact

of said company and that he is duly authorized to execute and deliver the foregoing obligations that said company is authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings and obligations

Subscribed and sworn to before me

this 28 day of February, 2014

NOTARY SEAL

Notary signature

Hansford P. Wogan
Notary Public - State of Louisiana
La. Bar No. 34825 - La. Notary No. 133728
My commission expires at death.

POWER OF ATTORNEY

LX-

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS that LEXON INSURANCE COMPANY a Texas Corporation, with its principal office in Louisville, Kentucky, does hereby constitute and appoint:

Clark Eltz-Hugh, Darlene Bornt, Linda C. Sheffield, Catherine Kehoe,

Kristine Donovan, Conway C. Marshall, Elizabeth Wright, Stephen Seafm, Emily G. Lapeyre, Elizabeth Schor,

its true and lawful Attorney(s)-in-Fact to make, execute, seal and deliver for and on its behalf as surely any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of LEXON INSURANCE COMPANY on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-in-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$ 2,500,000.00. Two million five hundred thousand dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-in-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-in-Fact so appointed may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, LEXON INSURANCE COMPANY has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 21st day of September, 2009.



LEXON INSURANCE COMPANY

BY

David E. Campbell
President

ACKNOWLEDGEMENT

On this 21st day of September, 2009, before me, personally came David E. Campbell to me known, who he duly sworn, did depose and say that he is the President of LEXON INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



AMY L. TAYLOR
Notary Public - State of Tennessee
Davidson County,
My Commission Expires 01-09-10

BY

Amy L. Taylor
Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of LEXON INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Seal at Mount Juliet, Tennessee this 21st Day of September, 2011.



BY

Andrew Smith
Assistant Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."

14. CONSIDER AND ACT UPON BID FOR KNIPPA PARK IMPROVEMENTS

Bids were advertised, received and reviewed for the Knippa Park Improvement project. Carl Esser will outline the bid and make a recommendation.

_____ **Commissioner Yeackle**

_____ **Commissioner Pargas**

_____ **Commissioner Kothmann**

_____ **Commissioner Garza**

UVALDE COUNTY BID OPENING 2:00 PM

3/4/2025

BID 2025-01 KNIPPA PARK IMPROVEMENTS CDBG CDV 23-0223

Bidders Contact Information		Bid Amount
1	RKW	\$ 140,000
2	SADIE BURATE	139,927
3		
4		
5		
6		
7		
8		
9		
10		

Section 00300 Proposal Form

**Uvalde County Park Improvements
Knippa, TX**

Bid Date and Time: March 4, 2025 @ 2:00pm

Bid Location: Uvalde County Court House
100 N. Getty Street
Uvalde, Texas 78801

Pursuant to and in compliance with the Request for sealed Proposals, the undersigned, hereby proposes and agrees to fully perform the work in strict accordance to Contract Documents, and addenda thereto, for the following costs to include labor and material. Furthermore, the undersigned has included allowances in section 1020 of the specifications and bonds and insurance included in section 600 and 800 of the specifications:

BASE PROPOSAL

One Hundred Thirty Nine Thousand Nine Hundred Twenty Seven DOLLARS(\$ 139,927.00)

UNIT COST SCHEDULE: (For additional material and labor above quantity required for base bid)

Item:	Amount per unit:	Unit:
5" thick concrete w/ #4 rebar @ 12" o.c.e.w.	\$ 14.34	Square Foot
2" milling trail w/ 4" caliche base and weed fabric	\$ 10.37	Square Foot
6" Caliche Base	\$ 51.04	Square Yard
8" EPDM culvert pipe	\$ 41.93	Linear Foot
10'x10' Steel Frame Pavilion Structure	\$ 10,875.00	Each
Picnic Table	\$ 1,896.19	Each

Addenda:

Receipt is acknowledge of the following addenda:

No. <u>None</u>	Dated <u>None</u>
No. <u> </u>	Dated <u> </u>
No. <u> </u>	Dated <u> </u>

Contract Execution:


If awarded this contract the undersigned will execute a satisfactory Construction Contract, Performance Bond, Labor and Material Payment Bond and proof of insurance coverage, with the Owner for the entire work as per the contract Documents within 10 days after notice of award. It is agreed that this proposal is subjected to the Owners acceptance for a period of 30 (thirty days) from the above date.

The undersigned agrees to the following:

1. To furnish all labor and materials as shown and specified.
2. To complete the base proposal including anticipated delays due to inclement weather or muddy ground conditions in NINETY calendar days.
3. To work FIVE working days per week.
4. To start work TWENTY days after notice of award of contract.

The Bidder attests and affirms that he and his subcontractors are skilled and experienced in the use and interpretation of plans, specifications, addenda and related proposal documents and, that he has carefully reviewed the plans, specifications, addenda and related proposal documents for this project and has found them to be free of conflicts and/or ambiguities and sufficient for proposal and construction purposes. He has based his bid solely on these documents, and personal observations, and has not relied in any way on any explanation or interpretation, oral or written, from any source other than those written and issued by the Architect/Engineer.

Bidder agrees that the Owner has the right to accept or reject any or all proposals and to waive all informalities.

Respectfully submitted,
By  Signature

PRESIDENT
Title

SADIE BURCHE
Company

BID BOND

Conforms with The American Institute of
Architects, A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, That we, Sadie Burche, LLC

11434 Fort Wayne, San Antonio, Texas 78245

_____ as Principal, hereinafter called the Principal,
and the Frankenmuth Insurance Company

of One Mutual Avenue, Frankenmuth, MI 48787, a corporation duly organized under

the laws of the State of Michigan, as Surety, hereinafter called the Surety, are held and firmly bound unto

Uvalde County as Obligee, hereinafter called the Obligee,

in the sum of Five Percent of the Greatest Amount Bid

Dollars (5% GAB), for the payment of which sum well and truly to be made, the said Principal and the said
Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for _____

Uvalde County Park Improvements

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 4th day of March, 2025

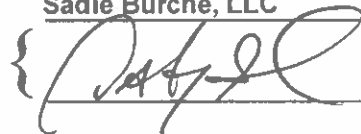


Witness

Sadie Burche, LLC

(Seal)

Principal



President
Title

Frankenmuth Insurance Company

By



Elizabeth Ortiz

Attorney-in-Fact

Lori Barneys

Witness

FRANKENMUTH INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Frankenmuth Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the State of Michigan, having its principal office at 1 Mutual Avenue, Frankenmuth, Michigan 48787, does hereby nominate, constitute and appoint:

Bryan Moore, Betty Reeh, Elizabeth Ortiz, Ana Owens, Andrew Addison, Patrick Coyle

Their true and lawful attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal, acknowledge and deliver any and all bonds, contracts and undertakings of suretyship, with the exception of Financial Guaranty Insurance, provided, however, that the penal sum of any one such instrument shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000)

This Power of Attorney is granted pursuant to the following Resolution duly adopted at a meeting of the Board of Directors of Frankenmuth Insurance Company:

"RESOLVED, that the President, Senior Vice President or Vice President and each of them under their respective designations, hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer of the Company, qualifying the attorney(s) named in the given power of attorney, to execute on behalf of, and acknowledge as the act and deed of Frankenmuth Insurance Company on all bonds, contracts and undertakings of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 15th day of December, 2022.

Frankenmuth Insurance Company

By Frederick A. Edmond, Jr.

Frederick A. Edmond, Jr.,
President and Chief Executive Officer

STATE OF MICHIGAN)
COUNTY OF SAGINAW) ss:

Sworn to before me, a Notary Public in the State of Michigan, by Frederick A. Edmond, Jr., to me personally known to be the individual and officer described in, and who executed the preceding instrument, deposited and said the Corporate Seal and his signature, and were affixed and subscribed to said instrument by the authority of the Company.

IN TESTIMONY WHEREOF, I have set my hand, and affixed my Official Seal this 15th day of December, 2022.

Susan L. Fresorger

(Seal)

Susan L. Fresorger, Notary Public
Saginaw County, State of Michigan
My Commission Expires: April 3, 2028

I, the undersigned, Executive Vice President of Frankenmuth Insurance Company, do hereby certify that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and is in full force and effect as of this date.

IN WITNESS WHEREOF, I have set my hand and affixed the Seal of the Company, this 4th day of March, 2025.

Andrew H. Knudsen

Andrew H. Knudsen, Executive Vice President,
Chief Operating Officer and Secretary

ALL CORRESPONDENCE RELATED TO BOND VALIDATION AND/OR A CLAIM SHOULD BE DIRECTED TO
VP SURETY, 701 U.S. ROUTE ONE, SUITE 1, YARMOUTH, ME 04096

IMPORTANT NOTICE TO ALL TEXAS POLICYHOLDERS

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Frankenmuth Insurance Company toll-free telephone number for information or to make a complaint at:

1-704-421-7002

You may also write to Frankenmuth Insurance Company at:

**Frankenmuth Insurance Company One
Mutual Avenue
Frankenmuth, MI 48787**

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149091
Austin, TX 78714-9091
Fax: (512) 490-1007
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the Frankenmuth Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de Frankenmuth Insurance Company para informacion o para someter una queja al:

1-704-421-7002

Usted también puede escribir a Frankenmuth Insurance Company:

**Frankenmuth Insurance Company One Mutual
Avenue
Frankenmuth, MI 48787**

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149091
Austin, TX 78714-9091
Fax: (512) 490-1007
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Frankenmuth Insurance Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.



April 15, 2024

To Whom It May Concern:

It is a privilege for Acrisure to be the Surety agent for Sadie Burche, LLC.

Frankenmuth Insurance has provided a \$1,000,000 single project/\$1,500,000 aggregate limit surety program for Sadie Burche, LLC. As always, Frankenmuth Insurance reserves the right to perform underwriting at the time of any bond request including without limitations, prior review and approval of relevant contract documents, bond forms and project financing.

Any arrangement for bonds required by the contract is a matter between Sadie Burche, LLC and Frankenmuth Insurance. We assume no liability to you or third parties if for any reason we cannot execute these bonds. In our opinion, Sadie Burche, LLC remains well-equipped and capably-managed.

Sincerely,

Andrew Addison

Andrew Addison

Attorney-in-Fact, Merchants Bonding Company

daddison@acrisure.com

210.697.2226

UVALDE COUNTY PARK IMPROVEMENTS
Sub Contractor List

Trade	Firm
Concrete Work	Sadie Burche
Landscape	Sadie Burche
Structural Steel	MTZ
Paint	MTZ
Electrical	Gonzalez Electric

SADIE BURCHE
GENERAL CONTRACTOR

UVALDE COUNTY PARK IMPROVEMENTS
Client Reference List

Firm	Name	Position	Phone	Email
CBG	Ze'ev Bar-Yadin	Operations Manager	210-222-1123	zeev@cbgcre.com
Sketch Architecture	Robert Burghheimer AIA NCARB	Principal	480-215-3375	rob@sketcharchitecturecompany.com
Church of Jesus Christ of Latter Day Saints	Jacob Ordyna	Project Manager	817-602-1883	ordynajr@ChurchofJesusChrist.org
Sargent Design Group	John Sargent RA NCARB	Principal	435-586-8510	jcoltons@email.com
Lockhart ISD	Jeremiah Chapman	Construction Management	737-357-6344	jeremiah.chapman@lockhart.txed.net

SADIE BURCHE
 GENERAL CONTRACTOR

UVALDE COUNTY PARK IMPROVEMENTS
Credit References

Firm	Name	Position	Phone	Email
San Antonio Masonry and Steel	Chris Moore	Division Manager	210-854-4012	chris@samasonry.com
Texas First Rentals	Linda Wilkerson	Accounts	210-648-8386	tfr.accountsreceivable@texasfirstrentals.com
Mustang Rentals	Sandra Riojas	Account Services	713-452-7764	srojas@mustangcat.com
Alamo Concrete	DeAnn Gould	Credit Analyst	281-529-6402	dgould@alamoconcrete.com

SADIE BURCHE
GENERAL CONTRACTOR

Section 00300 Proposal Form

Uvalde County Park Improvements
Knippa, TX

Bid Date and Time: March 4, 2025 @ 2:00pm

Bid Location: Uvalde County Court House
100 N. Getty Street
Uvalde, Texas 78801

Pursuant to and in compliance with the Request for sealed Proposals, the undersigned, hereby proposes and agrees to fully perform the work in strict accordance to Contract Documents, and addenda thereto, for the following costs to include labor and material. Furthermore, the undersigned has included allowances in section 1020 of the specifications and bonds and insurance included in section 600 and 800 of the specifications:

BASE PROPOSAL

One hundred sixty thousand DOLLARS(\$ 160,000.00)

UNIT COST SCHEDULE: (For additional material and labor above quantity required for base bid)

Item:	Amount per unit:	Unit:
5" thick concrete w/ #4 rebar @ 12" o.c.e.w.	\$ 18.00	Square Foot
2" milling trail w/ 4" caliche base and weed fabric	\$ 4.32	Square Foot
6" Caliche Base	\$ 100.00	Square Yard
8" EPDM culvert pipe	\$ 20.00	Linear Foot
10'x10' Steel Frame Pavilion Structure	\$ 3,500.00	Each
Picnic Table	\$ 1,400.00	Each

Addenda:

Receipt is acknowledge of the following addenda:

No. _____	Dated _____
No. _____	Dated _____
No. _____	Dated _____

Contract Execution:

If awarded this contract the undersigned will execute a satisfactory Construction Contract, Performance Bond, Labor and Material Payment Bond and proof of insurance coverage, with the Owner for the entire work as per the contract Documents within 10 days after notice of award. It is agreed that this proposal is subjected to the Owners acceptance for a period of 30 (thirty days) from the above date.

The undersigned agrees to the following:

1. To furnish all labor and materials as shown and specified.
2. To complete the base proposal including anticipated delays due to inclement weather or muddy ground conditions in 60 calendar days.
3. To work 5 working days per week.
4. To start work 60 days after notice of award of contract.

The Bidder attests and affirms that he and his subcontractors are skilled and experienced in the use and interpretation of plans, specifications, addenda and related proposal documents and, that he has carefully reviewed the plans, specifications, addenda and related proposal documents for this project and has found them to be free of conflicts and/or ambiguities and sufficient for proposal and construction purposes. He has based his bid solely on these documents, and personal observations, and has not relied in any way on any explanation or interpretation, oral or written, from any source other than those written and issued by the Architect/Engineer.

Bidder agrees that the Owner has the right to accept or reject any or all proposals and to waive all informalities.

Respectfully submitted,
By J. Gene Williams
Signature
Owner
Title

RKW Irrigation and Landscaping, LLC
Company



Phone: 877 816 2800

PO Box 32577
Waco, Texas 76703-4200

BID BOND

Bond No. CBB-25-0004873-00

KNOW ALL MEN BY THESE PRESENTS:

THAT we, RKW Irrigation & Landscaping, as Principal, hereinafter called the Principal, and INSURORS INDEMNITY COMPANY, Waco, Texas, as Surety, hereinafter called the Surety, are held and firmly bound unto Uvalde County courthouse, as Obligee, hereinafter called the Obligee, in the amount of 5 % of the amount of this bid not to exceed 5 % Greatest Amount Bid Dollars (\$5 % G.A.B.), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a bid for
Uvalde County Park Improvements

NOW, THEREFORE, If the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing and give bond with good and sufficient surety, or, in the event of the failure of the Principal to enter into such Contract and give such bond or bonds; if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

SIGNED, SEALED AND DATED this 4th day of March, 2025.

Principal:

RKW Irrigation & Landscaping

By: [Signature] (Seal)
(title)

Surety:

INSURORS INDEMNITY COMPANY

By: [Signature] (Seal)
Brian Cody
Attorney-In-Fact

Bond verification: bonddept@insurorsindemnity.com

**POWER OF ATTORNEY of INSURORS INDEMNITY COMPANY
Waco, Texas**

KNOW ALL PERSONS BY THESE PRESENTS:

Number: CBB-25-0004873-00

That INSURORS INDEMNITY COMPANY, Waco, Texas, organized and existing under the laws of the State of Texas, and authorized and licensed to do business in the State of Texas and the United States of America, does hereby make, constitute and appoint

Brian Cody of the City of Dallas, State of Texas

as Attorney in Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge, and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of document, to -wit:

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; Indemnity in all cases where indemnity may be lawfully given and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company.

INSURORS INDEMNITY COMPANY

Attest: Tammy Tieperman
Tammy Tieperman, Secretary

By: Dave E. Talbert
Dave E. Talbert, President

State of Texas
County of McLennan

On the 1st day of January, 2025, before me a Notary Public in the State of Texas, personally appeared Dave E. Talbert and Tammy Tieperman, who being by me duly sworn, acknowledged that they executed the above Power of Attorney in their capacities as President, and Corporate Secretary, respectively, of Insurors Indemnity Company, and acknowledged said Power of Attorney to be the voluntary act and deed of the Company.

Cheyenne Warden
Notary Public, State of Texas



Insurors Indemnity Company certifies that this Power of Attorney is granted under and by authority of the following resolutions of the Company adopted by the Board of Directors on November 11, 2014:

RESOLVED, that all bonds, undertakings, contracts or other obligations may be executed in the name of the Company by persons appointed as Attorney in Fact pursuant to a Power of Attorney issued in accordance with these Resolutions. Said Power of Attorney shall be executed in the name and on behalf of the Company either by the Chairman and CEO or the President, under their respective designation. The signature of such officer and the seal of the Company may be affixed by facsimile to any Power of Attorney, and, unless subsequently revoked and subject to any limitation set forth therein, any such Power of Attorney or certificate bearing such facsimile signature and seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signature and seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

RESOLVED, that Attorneys in Fact shall have the power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and any such instrument executed by such Attorneys in Fact shall be binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary or Assistant Secretary of the Company.

I, Tammy Tieperman, Secretary of Insurors Indemnity Company, do hereby certify that the foregoing is a true excerpt from the Resolutions of the said Company as adopted by its Board of Directors on November 11, 2014, and that this Resolution is in full force and effect. I certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Witness Whereof, I have set my hand and the seal of INSURORS INDEMNITY COMPANY on this 04th day of March 2025.

Tammy Tieperman
Tammy Tieperman, Secretary

NOTE: IF YOU HAVE ANY QUESTION REGARDING THE VALIDITY OR WORDING OF THIS POWER OF ATTORNEY,
PLEASE CALL 800 933 7444 OR WRITE TO US AT P. O. BOX 32577, WACO, TEXAS 76703 OR EMAIL US AT
BONDDEPT@INSURORSINDEMNITY.COM.

**15. CONSIDER AND ACT UPON HTS BUYBOARD CONTRACT FOR
UPGRADE OF SECURITY CAMERAS**

The County Auditor will outline this contract and the need to upgrade the camera security system.

_____ **Commissioner Yeackle**
_____ **Commissioner Pargas**
_____ **Commissioner Kothmann**
_____ **Commissioner Garza**



We have prepared a quote for you

**New Avycon Cameras for Courthouse Buyboard # 574
-18**






Quote # 001226
Version 1

Prepared for:

UVALDE COUNTY

Judge Mitchell
wrmcj@uvaldecountry.com

Products and Services





Description	Price	Qty	Ext. Price
Avycon Cameras and mounting hardware per sales order. Run (16) Cat 6 Cables for New Cameras on 1st, 2nd and 3rd Floor of Court House. Terminate Camera Side with Cat 6 RJ 45 and Terminate NVR Side with Cat 6 RJ 45. Run (1) Cat 6 Cable from 3rd Floor NVR to 1st Floor Judges Office for TV to View all Cameras. Install (1) HDMI and USB Extender for Control of NVR. Install (1) 64 Channel NVR with 2 8TB Hard Drive in IT Room on 3rd Floor. Install (1) 16 Port POE Switch in IT Room on 3rd Floor. Install (6) Avycon Panoramic Turret Network Cameras and Junction Box for each Camera. Install (6) Avycon 8MP Fixed Network Cameras and Junction Box for each Camera. Install (4) Avycon 8MP Motorized Eyeball Network Camera. Set up New 64 Channel NVR in IT Room and Configured Existing Cameras and Add them to new System. Configure New Cameras to NVR and program new System.	\$20,129.56	1	\$20,129.56
4K HDMI KVM Extender over IP, 120m/390ft USB Extender w/ Zero Latency & 1080P@120Hz, up to 16 Sets with DIP Setting 		1	
(NDA) H.265+ 64CH 4K 4K NVR, DUAL NIC, 2 HDMI, max. 640Mbps, 8MP@30FPS, ONVIF, 8 Alarm In / 1 Alarm Out, 2 HDMI 4K Output, 8 SATA, Barebone 		1	
Hard Disk Drive, Surveillance Grade, SATA, 8TB 		2	
16 Port Network Unmanaged Switch with 16 PoE/PoE+ Gigabit Ports with 2 SFP Ports, Total PoE Budget of 243W, Rack mountable (included) 		1	
8MP/4K Dual Lens Panoramic Diversity IP Camera, 180 degrees full coverage, 4K@20fps, In?niteColor, Active Deterrence, built-in MIC, Two-way Audio, Siren/Alarm, Self-stitching, PoE/ 		6	

12918 Flagship Dr
San Antonio, TX 78247

210-495-5520



Products and Services

Description		Price	Qty	Ext. Price
8MP (3840x2160), H.265 4K Eyeball IP Camera, In?niteStar™, True WDR, 8MP@30FPS, Triple Stream, 2.7-13.5mm Motorized A/F Lens, 115ft Smart IR's, Audio In/Out, Alarm In/Out, MicroSD, Onvif S/G, DC12V / PoE, IP67, White			4	
AVYCON 8MP (3840x2160), H.265 4K Eyeball IP Camera			6	
Junction Box for Fixed Lens Small Turret & Small Bullets, Medium Turret & Bullets, White			6	
AVM-JB-BE-L1 JUNCTION BOX			10	

Subtotal: \$20,129.56

12918 Flagship Dr
San Antonio, TX 78247

210-495-5520



New Avycon Cameras for Courthouse Buyboard # 574-18

Prepared by:

HTS Voice & Data Systems

Mike Salinas
(210) 495-5520
Fax 210-4956538
mike.salinas@hts-tx.com

Prepared for:

UVALDE COUNTY

Courthouse Plaza, Box 3
UVALDE, TX 78801
Judge Mitchell
830278316
wrmcj@uvaldecountry.com

Quote Information:

Quote #: 001226

Version: 1
Delivery Date: 02/24/2025
Expiration Date: 03/17/2025

Quote Summary

Description	Amount
Products and Services	\$20,129.56
Total: \$20,129.56	

Acceptance and Incorporation by Reference

This Order together with the Purchase Terms and Conditions, all of which are incorporated herein by reference (collectively, the "Agreement") is between HTS Data & Voice (sometimes referred to as "we," "us," "our," or "Provider"), and the customer found on the signature block at the end of this Order (sometimes referred to as "you," "your," or "Client"). This Agreement is effective as of the date both parties have signed below (the "Effective Date."). Both Provider and Client are sometimes referred to individually as a "Party", or together as the "Parties". If there is a conflict between this Order, the Purchase Terms and Conditions, this Order will control.

By signing below, Client acknowledges, represents, and warrants that it has read and agrees to the terms and conditions identified on Purchase Terms and Conditions, to this Order which are incorporated as if fully set forth herein.

The parties hereby agree that electronic signatures to this Order shall be relied upon and will bind them to the obligations stated herein. Each party hereby warrants and represents that it has the express authority to execute this Agreement(s). This Order supersedes all prior negotiations, proposals, orders, agreements, and communications between the parties regarding Provider's Services.

The parties, acting through their authorized officers, hereby execute this Agreement.

IN WITNESS WHEREOF, this Order Form is agreed to by the parties below and entered into as of the Order Effective Date

12918 Flagship Dr
San Antonio, TX 78247

210-495-5520



HTS Voice & Data Systems

UVALDE COUNTY

Signature:

A handwritten signature in black ink, appearing to read 'Mike Salinas', written over a horizontal line.

Name:

Mike Salinas

Title:

Account Executive

Date:

02/24/2025

Signature:

Name:

Judge Mitchell

Date:

Purchase Terms and Conditions

This Purchase Terms and Conditions (the "T&C") is between HTS Voice & Data Systems and the Client found on the applicable quotation, proposal or order, (the "Order") and, together with the Order, the terms and conditions, and relevant Service Attachments forms the Agreement between the parties (the "Terms"). Client accepts these Terms by signing an Order, using the services, or continuing to use the services after being notified of a change to these Terms. If there is a conflict between the Order, this Master Services Agreement, any Service Attachment, or Exhibit, the Order will control.

The parties agree as follows:

STATEMENT OF SERVICES

Service Attachments

The services to be delivered by Provider (the "Services") and the fees for those Services, and the specific terms applicable to those Services are described in the Order or in one or more Service Attachments referencing this Agreement.

Provider may decline to perform any services requested by Client that are in violation of any applicable law or that are not typically associated with the Services provided by Provider.

Supplemental Services

"Supplemental Services" include additional services and equipment Client may need on a "one-off" or emergency basis that are not included within the scope of the Services described in an Order or the applicable Service Attachments. You will incur additional Service Fees for Supplemental Services. We will notify Client of any such additional Service Fees and will obtain Client's approval prior to providing them. However, Provider has no obligation to determine the need for or to provide any Supplemental Services. All Supplemental Services are provided on an "as-is" basis and include no warranties of any kind, whether express or implied. In addition, if Provider determines that any additional services Client requests would be inappropriate for treatment as Supplemental Services under this paragraph, Provider may deliver to Client a proposed Service Attachment for Project Services or a Proposal prior to providing Supplemental Services.

FEES FOR SERVICES | PAYMENT TERMS

Service Fees

Fees for Services are set forth in Order or Statement of Work. Unless otherwise indicated in writing, all Services will be performed on a time-and-materials basis at Provider's then-current rates.

Adjustments to Service Fees

Except as may be specified in an Order, Provider may adjust the Service Fees charged under this Agreement as follows:

- **Surcharges.** At any time after the parties sign an Order, Provider may adjust its rates and charges or impose additional rates and charges to recover amounts required or permitted by governmental or quasi-governmental authorities to collect from others or pay to others in support of statutory or regulatory funds or programs. You shall pay all Service Fees owed as they become due following any such adjustment.
- **Third-Party Services.** Client understands and agrees that Provider uses third-party solutions and service providers to perform some or all of the managed services offered to Client ("Third-Party Service Providers"). **PROVIDER IS NOT RESPONSIBLE FOR THE ACTS OR OMISSIONS OF THIRD-PARTY SERVICE PROVIDERS. CLIENT'S RIGHTS REGARDING CLAIMS AGAINST THIRD-PARTY SERVICE PROVIDERS SHALL BE GOVERNED BY SUCH SERVICE PROVIDER'S END USER LICENSE AGREEMENT OR TERM AND CONDITIONS.** Provider's current Third-Party Service providers and the governing terms and conditions related to those services are listed on the Schedule of Third-Party Services which may be updated by Provider without further notice to Client and is incorporated by reference as if fully set forth in this Agreement.

Purchase Terms and Conditions

- **Client Delay.** If Provider is unable to commence delivery of the Services on the Service Start Date (defined below) because of any failure on Client's part including but not limited to the failure to provide access to Client's resources in a timely manner, Client nonetheless will begin to incur Service Fees, which Client shall pay in accordance with this Service Attachment and the Master Services Agreement, beginning on the Service Start Date.

Payment Terms

Client shall pay the full amount reflected on any invoice as owed to Provider upon receipt of invoice. Mastercard/Visa credit card payments are subject to a 3% processing fee. American Express credit card payments are subject to a 3.5% processing fee. Without waiving any of its other remedies, Provider reserves the right to suspend services if payment is not received within thirty (30) days following Client's receipt of that invoice. Client shall pay a late charge of one- and one-half percent (1.5%) per month or the maximum lawful rate, whichever is less, for all invoiced amounts not paid within thirty (30) days following Client's receipt of that invoice (the "Payment Deadline").

If Client disputes in good faith all or any portion of the amount owed to us, or if Client otherwise requests any adjustment to an invoiced amount, Client must notify Provider in writing, prior to the Payment Deadline, of the nature and basis of the dispute and/or adjustment. If Provider is unable to resolve the dispute prior to the Payment Deadline, Client nevertheless shall pay the entire invoiced amount by the Payment Deadline. If Provider ultimately determines that such amount should not have been paid, Provider shall apply a credit equal to such amount on against any Service Fees owed for the following month.

Special rates may apply for services requested outside of normal business hours or on holidays. Special rates are one-and-one-half (1.5) times normal hourly rates, with a one-hour minimum. Holiday hour rates are two (2) times normal hourly rates, with a one-hour minimum.

Suspension of Service

If Client fails to pay all amounts owed under this Agreement when due, then upon at least ten (10) business days' prior written notice, and in addition to any other remedies available to Provider, Provider may suspend Services and withhold Confidential Information (defined below) under this Agreement until full payment is made. Following any suspension of service under this provision, and after Client makes full payment to Provider, Provider may restore the Services after validating that all components to be monitored and/or managed under any applicable Order or Service Attachment comply with Provider's level of security, updates and best practices. Client shall pay a "Reactivation Fee" for such restoration equal to one month of the Service Fees. Provider's right to suspend Services under this section is in addition to Provider's right to terminate this Agreement.

Mechanics Liens

In the event Client fails to pay for work that constitutes property improvements, Provider may file a mechanics lien against the property or leasehold interest.

Taxes

Unless otherwise indicated on an invoice, all charges and fees owed under this Agreement are exclusive of any applicable sales, use, excise or services taxes that may be assessed on the provision of the Services. In the event that any taxes are assessed on the provision of any of the Services, Client shall pay the taxes directly to the taxing authority or shall reimburse Provider for their payment.

INDEPENDENT CONTRACTOR

Unless otherwise agreed, Provider will perform all Services solely as an independent contractor and not as an employee, agent or representative of Client.

NON-DISCLOSURE AND CONFIDENTIALITY

Confidential Information

During the course of performance under this Agreement, either party may be exposed to or may acquire the other's proprietary or confidential information. Each party shall hold all such "Confidential Information" in strict confidence and shall not disclose any such information to any third party.

Confidential Information includes but is not limited to: (a) with respect to Provider, Provider's unpublished prices for Services, audit and security reports, server/network configuration designs, firewall and other hardware configurations, passwords, all

Purchase Terms and Conditions

business plans, technical information or data, product ideas, methodologies, calculation algorithms and analytical routines, and other proprietary technology, (b) with respect to Client, content transmitted to or from, or stored by Client on, Provider' servers, and (c) with respect to both parties, other information that is conspicuously marked as "confidential" or if disclosed in non-tangible form, is verbally designated as "confidential" at the time of disclosure and confirmed as confidential in a written notice given within one (1) day of disclosure.

Non-Confidential Information

Notwithstanding the preceding provision, Confidential Information does not include:

- Information that at the time of disclosure is, without fault of the recipient, available to the public by publication or otherwise;
- Information that either party can show was in its possession at the time of disclosure and was not acquired, directly or indirectly, from the other;
- Information received from a third party with the right to transmit same without violation of any secrecy agreement with the other party; and
- Information that must be disclosed pursuant to court order or by law.

Agreement Confidentiality

No copy of the Order, this MSA, any Service Attachment or description, discussions, negotiations, terms or conditions relating to the Order, the MSA, Service Attachment, or any other information relating to the Order, this MSA, or any Service Attachment may be disclosed to any third party, except by reason of legal, accounting or regulatory requirements, without the prior written consent of the parties hereto.

Information Releases

Notwithstanding the preceding provisions, Provider may publicly refer to Client, orally and in writing, as a Client of Provider. Any other reference to Client by Provider may be made only pursuant to a written agreement between the parties.

PROVIDER REPRESENTATIONS AND WARRANTY

Service Warranty

We warrant that the Services will be performed in a professional and workmanlike manner and as described in an applicable Service Attachment or Description. All Services will be deemed to be accepted unless Client notifies Provider in writing within ten (10) working days after performance that the Services did not conform to this warranty. Provider promptly will correct any non-conformities and will notify Client in writing that the non-conformities have been corrected.

Hardware and Workmanship Warranty

Any Third-Party Warranties will be transferred to clients upon receipt of final payment and acceptance for the terms specified in order or within Third Party Agreements. The terms of Third-Party Warranties and claims made against those warranties will be specified in the sales order or within Third Party Agreements. Unless otherwise specified in the order or one or more service attachments labor cost associated with the repair or replacement of failed hardware under warranty will be billed at time-and-materials basis at Provider's then-current rates.

DISCLAIMER OF WARRANTY

PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, THAT PROVIDER WILL CORRECT ALL SERVICES ERRORS, OR THAT THE SERVICES WILL MEET CLIENT'S REQUIREMENTS OR EXPECTATIONS, OR THAT THE SERVICE WILL BE COMPLETELY SECURE. THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE TEMPORARY LOSS OF SERVICE AVAILABILITY.

Purchase Terms and Conditions

PROVIDER IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM CLIENT'S CONTENT OR THIRD-PARTY CONTENT OR SERVICES PROVIDED BY THIRD PARTIES. PROVIDER SHALL HAVE NO OBLIGATION WITH RESPECT TO A WARRANTY CLAIM (i) IF NOTIFIED OF SUCH A CLAIM AFTER THE WARRANTY PERIOD OR (ii) IF THE CLAIM IS THE RESULT OF THIRD-PARTY HARDWARE OR SOFTWARE FAILURES, OR THE ACTIONS OF CLIENT OR A THIRD PARTY.

FOR ANY BREACH OF THE SERVICES WARRANTY, CLIENT'S EXCLUSIVE REMEDY AND PROVIDER'S ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES THAT CAUSED THE BREACH OF WARRANTY, OR, IF PROVIDER CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER, CLIENT MAY END THE DEFICIENT SERVICES AND PROVIDER WILL REFUND TO CLIENT THE FEES FOR THE TERMINATED SERVICES THAT CLIENT PRE-PAID TO PROVIDER FOR THE PERIOD FOLLOWING THE EFFECTIVE DATE OF TERMINATION.

TO THE EXTENT NOT PROHIBITED BY LAW, CLIENT ACKNOWLEDGES THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS BY THE PROVIDER OR ANY THIRD-PARTY VENDORS' INCLUDING FOR SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, AND THAT THOSE THIRD-PARTY VENDORS DISCLAIM ANY AND ALL LIABILITY, WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL, ARISING FROM THE SERVICES.

PROVIDER MAY LINK TO OR OFFER THIRD-PARTY SERVICES FOR RESALE. ANY PURCHASE, ENABLING, OR ENGAGEMENT OF THIRD-PARTY SERVICES, INCLUDING BUT NOT LIMITED TO IMPLEMENTATION, CUSTOMIZATION, CONSULTING SERVICES, E-MAIL, WEB HOSTING, SERVER HOSTING, PHONE SERVICE, AND ANY EXCHANGE OF DATA BETWEEN CLIENT AND ANY THIRD-PARTY SERVICE, IS SOLELY BETWEEN CLIENT AND THE APPLICABLE THIRD-PARTY SERVICE PROVIDER AND IS SUBJECT TO THE TERMS AND CONDITIONS OF SUCH THIRD-PARTY PROVIDER. PROVIDER DOES NOT WARRANT THIRD-PARTY SERVICES AND IS NOT RESPONSIBLE OR LIABLE FOR SUCH SERVICES OR ANY LOSSES OR ISSUES THAT RESULT FROM CLIENT'S USE OF SUCH SERVICES. IF CLIENT PURCHASES, ENABLES OR ENGAGES ANY THIRD-PARTY SERVICE FOR USE IN CONNECTION WITH THE SERVICES, CLIENT ACKNOWLEDGES THAT PROVIDER MAY ALLOW THIRD-PARTY SERVICES PROVIDERS TO ACCESS CLIENT DATA USED IN CONNECTION WITH THE SERVICES AS REQUIRED FOR THE INTEROPERATION OF SUCH THIRD-PARTY SERVICES WITH THE SERVICES. CLIENT REPRESENTS AND WARRANTS THAT CLIENT'S USE OF ANY THIRD-PARTY SERVICE SIGNIFIES CLIENT'S INDEPENDENT CONSENT TO THE ACCESS AND USE OF CLIENT'S DATA BY THE THIRD-PARTY SERVICE PROVIDER, AND THAT SUCH CONSENT, USE, AND ACCESS IS OUTSIDE OF PROVIDER'S CONTROL. PROVIDER WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY DISCLOSURE, MODIFICATION OR DELETION OF DATA RESULTING FROM ANY SUCH ACCESS BY THIRD-PARTY SERVICE PROVIDERS.

COMPLIANCE WITH LAWS

Provider shall comply with all laws applicable to Provider in its role as a Managed IT Provider. For the avoidance of doubt, unless otherwise provided in a separate Data Processing Agreement ("DPA"), Provider is not responsible for complying with the laws applicable to Client or Client's industry. Client shall comply with all laws applicable to Client or in Client's industry.

Although it is under no obligation to do so, from time to time, Provider may make recommendations regarding legal requirements and regulatory compliance protocols related to Client's network and practices. If Client fails to adopt or implement the recommended legal requirements or regulatory compliance protocols, Client is responsible for any and all damages related to legal and regulatory compliance. Even if Client does take Provider's advice regarding legal requirements and regulatory compliance protocols, Provider does not take responsibility for any legal requirements and regulatory compliance protocols or audits.

NO HIRING

Client shall not solicit for employment with Client any Provider employee with whom Client has had direct contact in connection

Purchase Terms and Conditions

with the Services during the Term of this Agreement and for twelve (12) months following termination of this Agreement.

Client acknowledges that injury resulting from any breach of this provision would be significant and irreparable and that it would be extremely difficult to ascertain the actual amount of damages resulting from such breach. Therefore, in the event of a violation of this provision, in addition to any other right Provider may have at law or in equity, Client shall make a one-time payment to Provider in the amount of one hundred percent (100%) of the affected employee's base salary for one year, which accurately reflects the reasonable value of the employee's time and costs. We agree that such amount is not intended as a penalty and is reasonably calculated based upon the projected costs the injured party would incur to identify, recruit, hire and train suitable replacements for such personnel.

DISPUTE RESOLUTION

Arbitration Procedures

Each party shall attempt to settle amicably by mutual discussions any disputes, differences, or claims related to this Agreement within sixty (60) days of the date any such dispute arises. Failing such amicable settlement, any such dispute, including claim related to the existence, validity, interpretation, performance, termination or breach of this Agreement, is to be settled by arbitration in accordance with the Arbitration Rules of the American Arbitration Association ("AAA"). The arbitration will be conducted in English and will have one (1) arbitrator. The Arbitrator will not have the authority to award punitive damages to either party. Each party will bear its own expenses, but shall share equally the expenses of the Arbitration Tribunal and the AAA. Any arbitration award will be final, and judgment thereon may be entered in any court of competent jurisdiction. The arbitration will be held in Bexar County, Texas, or at another location upon which the parties may agree. Notwithstanding the foregoing, claims for preliminary injunctive relief, other pre-judgment remedies, and claims for Client's failure to pay for Services may be brought in a state or federal court in the United States with jurisdiction over the subject matter and parties.

Period for Bringing Claim

No claims may be made more than six (6) months after the date by which the fault or failure should reasonably have been discovered; failure to make such a claim within the six (6) month period shall forever bar the claim.

Attorneys' Fees

In the event that there is any dispute, difference, or claim related to this Agreement that is resolved either through arbitration or through litigation, the prevailing party will be entitled to an award of reasonable attorneys' fees incurred while defending or prosecuting such dispute, difference, or claim.

INDEMNIFICATION

By Client

Client shall defend, indemnify and hold Provider harmless against all costs and expenses, including reasonable attorney's fees, associated with the defense or settlement of any claim that:

- Provider's use, access or modifications of any software that Client has requested that Provider use, access or modify as part of the Services infringes any patent, copyright, trademark, trade secret or other intellectual property right;
- Any claim related to software licensing and software licensing compliance; or
- Any claim related to any federal, state, or international law or regulation involving data privacy, data protection, or data breach to which Client is subject.

Client shall pay any judgments or settlements based on any such claims.

By Provider

Purchase Terms and Conditions

Subject to the limitation of liability set forth in the section titled LIMITATION OF LIABILITY, Provider agrees to indemnify and hold Client harmless from and against all loss, liability, and expense including reasonable attorney's fees caused by Provider's:

- negligent act, error, omission, or misrepresentation;
- breach of any contractual term implied by law;
- other act, error or omission giving rise to civil liability arising out of business activities performed for Client.

LIMITATION OF LIABILITY

EXCEPT AS MAY BE DESCRIBED IN AN APPLICABLE SERVICE DESCRIPTION OR IN A SERVICE AGREEMENT FOR PROJECT SERVICES, PROVIDER' LIABILITY UNDER THIS AGREEMENT IS LIMITED TO ANY ACTUAL, DIRECT DAMAGES INCURRED BY CLIENT AND WILL NOT EXCEED THE GREATER OF (1) THE PROCEEDS OF ANY PROVIDER'S PROFESSIONAL LIABILITY INSURANCE MAINTAINED BY PROVIDER UNDER ITS APPLICABLE INSURANCE POLICIES, OR (2) THE AMOUNTS PAID BY CLIENT TO PROVIDER UNDER THIS AGREEMENT AND ALL SERVICE DESCRIPTIONS DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE ACCRUAL OF ANY SUCH CLAIM. IN THE EVENT OF AN INSURANCE COVERAGE DISPUTE, PROVIDER IS NOT REQUIRED TO DISPUTE THE COVERAGE DETERMINATION AND IS NOT REQUIRED TO FILE A DECLARATORY JUDGMENT ACTION.

IN NO EVENT IS EITHER PARTY TO BE HELD LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES OR CLAIMS, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST SAVINGS, LOST PRODUCTIVITY, LOSS OF DATA, LOSS FROM INTERRUPTION OF BUSINESS, LOSS OF PROGRAMS OR INFORMATION, AND THE LIKE THAT RESULT FROM THE USE OR INABILITY TO USE THE SERVICES OR FROM MISTAKES, THE SERVICES NOT MEETING CLIENT'S REQUIREMENTS OR EXPECTATIONS, OMISSIONS, TRANSLATIONS AND SYSTEM WORDINGS, FUNCTIONALITY OF FILTERS, MIGRATION ISSUES, INTERRUPTIONS, DELETION OF FILES OR DIRECTORIES, HARDWARE FAILURES, UNAVAILABILITY OF BACKUPS, ERRORS, DEFECTS, DELAYS IN OPERATION, TRANSMISSION, SECURITY BREACH, OR THIRD-PARTY SERVICE FAILURES, EVEN IF PREVIOUSLY ADVISED OF THEIR POSSIBILITY AND REGARDLESS OF WHETHER THE FORM OF ACTION IS IN CONTRACT, TORT OR OTHERWISE. PROVIDER WILL NOT BE LIABLE FOR ANY KIND OF AUTHORIZED ACCESS OR ANY HARM THAT MAY BE CAUSED BY CLIENT'S ACCESS TO THIRD PARTY APPLICATION PROGRAMMING INTERFACES OR THE EXECUTION OR TRANSMISSION OF MALICIOUS CODE OR SIMILAR OCCURRENCES, INCLUDING WITHOUT LIMITATION, DISABLING DEVICES, DROP DEAD DEVICES, TIME BOMBS, LOGIC BOMBS, TRAP DOORS, TROJAN HORSES, WORMS, VIRUSES, HACKERS, PHISHERS, CRYPTO-LOCKERS, RANSOMWARE, AND SIMILAR MECHANISMS. CLIENT AGREES THAT THE TOTAL LIABILITY OF PROVIDER AND CLIENT'S SOLE REMEDY FOR ANY CLAIMS FOR DAMAGES REGARDING THE SERVICES UNDER THIS AGREEMENT, INCLUDING ANY SCHEDULE, OR OTHERWISE IS LIMITED TO PROCEEDS IN SECTION APPLICABLE INSURANCE COVERAGE.

CLIENT ACKNOWLEDGES AND AGREES THAT PROVIDER WOULD NOT ENTER INTO THIS AGREEMENT FOR THE CONSIDERATION GIVEN BY CLIENT BUT FOR THE LIMITATIONS OF LIABILITY AND DAMAGES CONTAINED IN THIS AGREEMENT. CLIENT ACKNOWLEDGES AND AGREES THAT THE RIGHT TO RECEIVE THE SERVICES IN EXCHANGE FOR THE LIMITATIONS IN THIS AGREEMENT AND THE OTHER CONSIDERATION GIVEN BY CLIENT FOR THE SERVICES CONSTITUTES A BARGAIN THAT IS FAIR AND REASONABLE.

INSURANCE

Client Obligations: Client shall maintain a minimum of One Million Dollars (US \$1,000,000) in insurance coverage through its respective carriers. Such insurance must include, at a minimum, commercial general liability, workers compensation coverage, and first-party cyber liability.

Provider Obligations: Provider agrees to maintain during the Term, professional liability insurance including errors and omissions with aggregate limits of at least One Million Dollars (US \$1,000,000). Client's insurance shall be primary over Provider's insurance. Client agrees to waive and to require its insurers to waive any rights of subrogation or recovery they may have

Purchase Terms and Conditions

against Provider, its agents, officers, directors and employees.

DATA PRIVACY & PROTECTION

Client Data

Provider agrees that any electronic data or personal information submitted by Client to Provider as a part of the Service ("Client Data") remains the property of Client and/or its end user or other third party. Provider agrees that it will comply with all applicable United States data privacy and data security laws that the Services are subject to and as stated herein.

California Consumer Privacy Act ("CCPA")

Client agrees not to provide any data to Provider subject to the California Consumer Privacy Act ("CCPA") without first entering into an appropriate Data Processing Agreement with Provider that specifically references CCPA.

Gramm-Leach-Bliley Act ("GLBA") & Health Insurance Portability and Accountability Act ("HIPAA") Data Processing

Client agrees not to provide any data to Provider subject to the Gramm-Leach-Bliley Act ("GLBA") or Health Insurance Portability and Accountability Act ("HIPAA") without first entering into an appropriate Data Processing Agreement with Provider that specifically references GLBA.

General Data Protection Regulation ("GDPR") & United Kingdom Data Processing

Client agrees not to provide any data to Provider from any data subject of the European Union or the United Kingdom that is regulated under the General Data Protection Regulation ("GDPR") or similar data protection regulation without first entering into an appropriate Data Processing Agreement with Provider that specifically references GDPR.

New York SHIELD ACT ("SHIELD")

Client agrees not to provide any data to Provider subject to the New York SHIELD Act ("SHIELD") without first entering into an appropriate Data Processing Agreement with Provider that specifically references SHIELD.

Data Processing Agreement

For Clients who require the processing of CCPA, GLBA, HIPAA, GDPR, or United Kingdom data processing or similar data privacy and/or data protection regulation, Client must enter into an applicable agreement with Provider in the form of a data processing agreement (the "Data Processing Addendum"). Each data privacy or data protection regulation may contain its own separate addendum (or combined addendum) depending on Provider or Client's regulated activities.

GENERAL

Observed Holidays

Provider reserves the right to identify observed holidays and adjust its holiday schedules from time to time. When a holiday falls on a weekend, Provider may close on the closest business day in observance of that holiday. After-hours emergency support is still available during these times, and Client will be charged for Services at Provider's then-prevailing Holiday support rates.

Notices

Except as otherwise provided under this Agreement, all notices, demands or requests to be given by any party to the other party shall be in writing and shall be deemed to have been duly given on the date delivered in person, or sent via fax, courier service, electronic mail, or on the date of the third business day after deposit, postage prepaid, in the United States Mail via Certified Mail, return receipt requested, and addressed as set forth on the applicable Order.

Purchase Terms and Conditions

The address to which such notices, demands, requests, elections or other communications are to be given by either party may be changed by written notice given by such party to the other party pursuant to this Section.

Force Majeure

Provider will not be liable for any failure of performance of the Services due to causes beyond its reasonable control, including, but not limited to, fire, flood, electric power interruptions, national or regional emergencies, epidemics, pandemics, public health emergencies, stay-at-home orders, furloughs, quarantines, or other restriction or prohibition, civil disorder, acts of terrorism, riots, strikes, Acts of God, or any law, regulation, directive, or order of the United States government, or any other governmental agency, including state and local governments having jurisdiction over Provider or the Services provided hereunder (the "Affected Performance").

Any party whose performance is so affected shall give written notice to the other party describing the Affected Performance. The parties promptly shall confer, in good faith, to agree upon equitable, reasonable action to minimize the impact on both parties of such condition. If the delay caused by the force majeure event lasts for a period of more than thirty (30) days, the parties shall attempt to negotiate an equitable modification to the Agreement pertaining to the Affected Performance. If the parties are unable to agree upon an equitable modification, then either party may serve thirty (30) days' written notice of termination on the other party with respect only to the portion of the Agreement relating to the Affected Performance. Client shall pay Provider for that portion of the Affected Performance that was completed or that was in the process of being completed through the effective termination date of the Affected Performance.

Waiver

No delay in exercising, no course of dealing with respect to, and no partial exercise of, any right or remedy hereunder will constitute a waiver of any right or remedy, or future exercise thereof.

Assignment

Neither party may assign this Agreement, in whole or in part, or any of its rights or obligations hereunder without the prior written consent of the other party. However, Provider may assign or otherwise transfer its rights, interests and obligations under this Agreement without Client's consent in the event of a change in control of 50% or more of the equity of Provider, the sale of substantially all the assets of Provider, or the restructuring or reorganization of Provider or its affiliate entities. If Client transfer its rights, interests and obligations under this Agreement without Provider consent then such assignment will not be valid, and Client shall remain responsible for all Fees under this Agreement and any Attachment regardless of whether Client continues to derive any benefit from the Services. In addition, unless otherwise agreed, Provider may contract with third parties to deliver some or all of the Services, and no such third-party contract is to be interpreted as an assignment of this Agreement. However, Provider will use commercially reasonable efforts to ensure that any and all such third parties abide by all of the terms of this Agreement, and, except as otherwise agreed, Provider will remain solely responsible for the fulfillment of all of Provider's obligations under this Agreement. This Agreement is binding upon the parties, their successors and permitted assigns.

Marketing

Client hereby grants Provider the right to reference Client's name, industry, logo, and URLs in its marketing literature, website, and/or correspondence to potential new clients, so as to identify Client as a customer of Provider for marketing purposes and for Provider's benefit. Such information is not considered Confidential Information subject to non-disclosure.

Notifications and Alerts

Client hereby grants Provider the right to utilize Client information to send alerts, notifications, news, and general correspondence to Client to provide the Services.

Survival

Purchase Terms and Conditions

The parties' respective duties and obligations with respect to proprietary rights, intellectual property rights, and non-disclosure and confidentiality will survive and remain in effect, notwithstanding the termination or expiration of this Agreement.

Amendment

Provider may, from time to time, in its sole discretion, and for any reason, amend the Order, the Master Services Agreement and any Service Attachments other Descriptions posted on Provider's web page. However, the Master Services Agreement and Service Attachments in effect as of the date that Client signed the Order are the agreements that will govern the relationship until this Agreement expires or one of the parties terminates it. This Agreement may be modified or amended only by a writing signed by both parties.

Governing Law

This MSA is to be governed by and construed in accordance with the laws of the state of Texas.

Severability

If any term or provision of this agreement is declared invalid by a court of competent jurisdiction, the remaining terms and provisions will remain unimpaired, and the invalid terms or provisions are to be replaced by such valid terms and provisions that most nearly fulfill the parties' intention underlying the invalid term or provision.

Third-Party Beneficiaries

This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns, and nothing herein is to be construed to give any person or entity, other than the parties hereto and their respective successors and permitted assigns, any legal or equitable rights hereunder.

No Disparagement

Neither Party, nor any of its respective partners, principals, shareholders, members, officers, directors, employees, affiliates, subsidiaries, agents, or representatives, shall initiate or participate in any action or conduct tending to injure, bring into disrepute, ridicule, damage, or destroy the goodwill of Provider or Client, or the others affiliates. The foregoing shall not be construed to prevent or prohibit a Provider or Client, or any of its respective partners, principals, shareholders, members, officers, directors, employees, affiliates, subsidiaries, agents, or representatives, from: (i) exercising its rights under this Agreement; (ii) complying with a legal obligation or a professional responsibility; or, (iii) reporting, providing, or disclosing information to federal, state, municipal, or local government agencies, authorities, or officials in the ordinary course of business or as required by law. Further, in the event Provider or Client or any of its respective partners, principals, shareholders, members, officers, directors, employees, affiliates, subsidiaries, agents, or representatives breach this Section, the non-breaching party and its respective partners, principals, shareholders, members, officers, directors, employees, affiliates, subsidiaries, agents, and representatives shall no longer be bound by the obligations set forth under this Section.

Entire Agreement

This Master Services Agreement, the Order, the Service Attachments or Descriptions, and any other attachments thereto (collectively, the "Agreement") set forth Provider's entire understanding with respect to the subject matter hereof and are binding upon both parties, their successors, and their permitted assigns, in accordance with the terms of the Agreement. There are no understandings, representations or agreements other than those set forth herein. Each party, along with its respective legal counsel, has had the opportunity to review this agreement. Accordingly, in the event of any ambiguity, such ambiguity will not be construed in favor of, or against either party.

16. CONSIDER AND ACT UPON BAN ON OUTDOOR BURNING

The County's ban on outdoor burning which was adopted on December 9 has expired after the 90 period. The attached proposed ban is presented for consideration.

_____ **Commissioner Yeackle**
_____ **Commissioner Pargas**
_____ **Commissioner Kothmann**
_____ **Commissioner Garza**



UVALDE COUNTY COMMISSIONERS COURT

State of Texas **X**

County of Uvalde **X**

ORDER PROHIBITING OUTDOOR BURNING

WHEREAS The Uvalde County Commissioners Court finds that circumstances present in all or part of the unincorporated area of Uvalde County creates a public safety hazard that would be exacerbated by outdoor burning;

IT IS HEREBY ORDERED by the Commissioners Court of Uvalde County that all outdoor burning is prohibited in the unincorporated areas of the county for 90 days from the date of adoption of this ORDER, unless the restrictions are terminated earlier based on a determination made by this Court. This ORDER is adopted pursuant to Local Government Code 352.08, and other applicable statutes. This ORDER does not prohibit outdoor burning activities related to public health and safety that are authorized by the Texas Natural Resources Commission for (1) firefighting training; (2) public utility, natural gas pipeline or mining operations; (3) planting or harvesting of agricultural crops; or (4) burns that are conducted by a certified prescribed burn manager certified under Section 153.048, Natural Resources Code. This ORDER does not prohibit burning for the preparation of food provided the source is constantly monitored by an individual who is at least 18 years of age.

IN ACCORDANCE with Local Government Code 352.081(h), a violation of this ORDER is a Class C misdemeanor, punishable by a fine not to exceed \$500.

Adopted this the 10th day of March, 2025.

WILLIAM R. MITCHELL
UVALDE COUNTY JUDGE

DONNA M. WILLIAMS
UVALDE COUNTY CLERK

**17. CONSIDER AND ACT UPON APPROVAL OF BOND FOR THE COUNTY'S
TAX ASSESSOR-COLLECTOR**

The attached bond is presented for the court's approval

_____ **Commissioner Yeackle**
_____ **Commissioner Pargas**
_____ **Commissioner Kothmann**
_____ **Commissioner Garza**



BOND OF TAX ASSESSOR AND COLLECTOR
(Required by TEX. TAX CODE ANN. sec. 6.28)

STATE OF TEXAS

Bond number 66157698

COUNTY Uvalde

PRINCIPAL: Superior Auto Leasing LLC

Social Security number _____

Assessor and Collector of Taxes for the County of Uvalde

☒ elected

☐ appointed on _____

February 28th, 2025

Federal Employers Identification number

SURETY:

WESTERN SURETY COMPANY

46-0204900

authorized and qualified to do business as a surety company in the State of Texas.

Surety's mailing address: 101 S. Reid St., Ste. 300

Sioux Falls, SD 57117-5077

AMOUNT OF BOND: One Hundred Thousand and 00/100

dollars (\$ 100,000.00)

CONDITIONS: We, the Principal and Surety shown above, and our heirs, executors, successors and assigns, jointly and severally, are responsible to the Governor of the State of Texas, and successors in office, for the amount of this bond payable at the Comptroller of Public Accounts in the City of Austin.

If the Principal performs all the duties of the office of Tax Assessor and Collector and honestly accounts for all money that comes into the office during the Principal's full term of office, then this obligation shall be null and void. Otherwise, the obligation shall remain in full force for the full term.

An additional bond may be demanded if the Comptroller of Public Accounts determines that the amount of this bond is insufficient. The demand for additional bond shall not affect the validity of this or any other bond given by the Principal.

This bond shall be continuous for the full term of office and is executed according to the provisions of TEX. TAX CODE ANN. sec. 6.28.

SIGNATURES: Signature and seal of office of the Principal affixed:

Principal

sign
here

Rita Cordova Verstuyft

Date 2-24-25

Signature of a duly authorized officer of the Surety and Corporate seal affixed:

Surety WESTERN SURETY COMPANY

sign
here

Larry Kasten

Date February 20th, 2025

Title Larry Kasten, Vice President

ACKNOWLEDGEMENTS: (Acknowledgements are necessary BEFORE this bond is filed for approval.)

ASSESSOR - COLLECTOR

STATE OF TEXAS, County of Uvalde

Before me, the undersigned authority, on this day personally appeared Rita Cordova Verstuyft

, known to me to be the person whose name is subscribed to this bond, as

Principal, and acknowledged to me that this bond was executed for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24th day of February, 2025.

24th

day of

February

2025

My commission expires on February 27, 2026

February 27, 2026

sign
here

Notary Public

Angelica Moncada

SURETY COMPANY

STATE OF South Dakota, County of Minnehaha

Before me, the undersigned authority, on this day personally appeared Larry Kasten

Larry Kasten

, known to me to be the person whose name is subscribed to this bond, and

acknowledged to me that this bond was executed as the act and deed of WESTERN SURETY COMPANY

WESTERN SURETY COMPANY

and as the Vice President thereof, and for the purposes and considerations therein expressed and

in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 20th day of February, 2025.

20th

day of

February

2025

My commission expires on August 11, 2028

August 11, 2028

Notary Public

sign
here

S. Petrik

S. PETRIK
NOTARY PUBLIC
SOUTH DAKOTA

OATH OF OFFICE

I, Rita Cordova Verstuyft, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of County Tax Assessor - Collector of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm), that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward

- ☐ for the giving or withholding a vote of the election at which I was ELECTED.
☐ to secure my APPOINTMENT or the confirmation thereof.

Assessor - Collector

sign
here

Rita Cordova Verstuyft

Sworn to and subscribed before me, this the

24th

day of

February

sign
here

Kurtas N. Moore

BOND AND OATH

OF

ASSESSOR and COLLECTOR OF

COUNTY

APPROVED IN OPEN COMMISSIONERS' COURT

sign
here

County Judge

County

RECORDED BY COUNTY CLERK

sign
here

Volume

Page

County Clerk

County

(Seal)

APPROVED BY
COMPTROLLER OF PUBLIC ACCOUNTS

sign
here

Comptroller of Public Accounts

INSTRUCTIONS FOR COMPLETING BOND

BOND REQUIREMENT: Each person elected or appointed Assessor-Collector must make a bond to the state within twenty days after receiving notice of election or appointment.

• **ELECTED ASSESSOR-COLLECTOR** - Bond must be executed after the Commissioners' Court has canvassed the general election returns and Assessor-Collector has received notice of election.

• **APPOINTED ASSESSOR-COLLECTOR** - Bond must be executed after official appointment.

BOND AMOUNT: Bond must be made for an amount equal to 5% of the net total of state motor vehicle sales and use tax and motor vehicle registration fees collected in the county during the twelve-month period ending August 31 immediately prior to the date the bond is executed. However, the bond shall not exceed \$100,000 nor be less than \$2,500.

SIGNATURES: The Assessor-Collector must sign the bond as Principal after the election or appointment. A duly authorized agent of the surety company must sign the bond for the surety company after the election or appointment.

ACKNOWLEDGEMENTS: The acknowledgement for the Assessor-Collector must be completed after the Assessor-Collector has signed as Principal. The acknowledgement for the surety company must be completed after the agent has signed as the surety.

OATH OF OFFICE: The oath of office must be completed after the election or appointment but before the bond is approved by the Commissioners' Court. Check the applicable box.

APPROVAL BY COMMISSIONERS' COURT: The bond must be approved by the Commissioners' Court and signed by the County Judge after the signatures, acknowledgements and the oath of office are completed.

RECORDING BY THE COUNTY CLERK: The bond must be recorded by the County Clerk after it has been approved by the Commissioners' Court and signed by the County Judge.

APPROVED BY THE COMPTROLLER OF PUBLIC ACCOUNTS: The completed bond should be sent to the Comptroller of Public Accounts for approval.

Send to:

COMPTROLLER OF PUBLIC ACCOUNTS
Account Maintenance Division
111 E. 17th Street
Austin, Texas 78774-0100

SF



PO Box 5077 Sioux Falls SD 57117-5077

February 19, 2025

1-800-331-6053
Fax 1-605-335-0357
www.cnasurety.com

Rita C Verstuyft
#3 Courthouse Square
Uvalde, TX 78801

File # 63017839
Rita C Verstuyft

\$100,000.00
Company Code: 0601
Written By: WESTERN SURETY COMPANY
Tax Collector

Enclosed is your bond. To continue your bond coverage and keep it in force, you must file this document with the state of Texas.

If you are no longer required to post this bond, please write the word "Cancel" directly on the document, and return it to CNA Surety.

If you have any questions, please contact your local agent.

Enclosure

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Larry Kasten of Sioux Falls
State of South Dakota, its regularly elected Vice President
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One Automobile Broker

bond with bond number 66157698

for Superior Auto Leasing LLC

as Principal in the penalty amount not to exceed: \$ 100,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its
Vice President _____ with the corporate seal affixed this 20th day of February,
2025.

ATTEST

L. Bauder
L. Bauder, Assistant Secretary

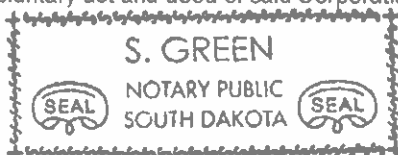
WESTERN SURETY COMPANY

By Larry Kasten
Larry Kasten, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 20th day of February, 2025, before me, a Notary Public, personally appeared
Larry Kasten and L. Bauder

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President
and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the
voluntary act and deed of said Corporation.



My Commission Expires February 12, 2027

S. Green
Notary Public

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.



Figure: 28 TAC § 1.601(a)(2)(B)

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

Western Surety Company, Surety Bonding Company of America or Universal Surety of America

To get information or file a complaint with your insurance company or HMO:

Call: Customer Service at **1-605-336-0850**

Toll-free: **1-800-331-6053**

Email: uwservices@cnasurety.com

Mail: P.O. Box 5077, Sioux Falls, SD 57117-5077

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: **1-800-252-3439**

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: Consumer Protection, MC: CO-CP, Texas Department of Insurance, P.O. Box 12030, Austin, TX 78711-2030

Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamacion o con su prima de seguro, llame primero a su compania de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en ingles) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, tambien debe presentar una queja a traves del proceso de quejas o de apelaciones de su compania de seguros o HMO. Si no lo hace, podria perder su derecho para apelar.

Western Surety Company, Surety Bonding Company of America or Universal Surety of America

Para obtener informacion o para presentar una queja ante su compania de seguros o HMO:

Llame a: Servicio al Cliente al **1-605-336-0850**

Telefono gratuito: **1-800-331-6053**

Correo electronico: uwservices@cnasurety.com

Direccion postal: P.O. Box 5077, Sioux Falls, SD 57117-5077

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: **1-800-252-3439**

Presente una queja en: www.tdi.texas.gov

Correo electronico: ConsumerProtection@tdi.texas.gov

Direccion postal: Consumer Protection, MC: CO-CP, Texas Department of Insurance, P.O. Box 12030, Austin, TX 78711-2030

18. CONSIDER AND ACT UPON ROAD ADMINISTRATORS REPORT

_____ **Commissioner Yeackle**

_____ **Commissioner Pargas**

_____ **Commissioner Kothmann**

_____ **Commissioner Garza**

UVALDE COUNTY ROAD DEPT. 2024-2025

03/06/25

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 PRECINCT ONE			
02/20/2025	111	PATCHING POT HOLES	757.84
02/24/2025	EOC	TIED REBAR	284.87
02/28/2025	106	CUT BRUSH	378.24
02/28/2025	101	PATCHING POT HOLES	912.16
02/28/2025	EOC	CONCRETE WORK	749.82
03/03/2025	101	PATCHING POT HOLES	800.84
03/04/2025	101	PATCHING POT HOLES	800.84
03/04/2025	101	CUT GRASS	921.30
03/04/2025	102	CUT TREE & REMOVE	195.60
03/05/2025	101	PATCHING POT HOLES	800.84
Total 1 PRECINCT ONE			6,602.35
2 PRECINCT TWO			
02/20/2025	UVLDE ESTAT	STRAIGHTEN UP ROAD SI...	95.22
02/21/2025	UVLDE ESTAT	PATCHING POT HOLES	757.84
Total 2 PRECINCT TWO			853.06
3 PRECINCT THREE			
02/20/2025	KNIPPA	WORK ON EQUIPMENT	218.28
02/20/2025	KNIPPA	STRAIGHTEN UP ROAD SI...	285.66
02/20/2025	368	REPLACE SIGNS	191.14
02/20/2025	328	BLADE ROAD	1,693.79
02/20/2025	KNIPPA	MOVE EQUIPMENT	719.44
02/21/2025	358,359,361	CUT GRASS	921.30
02/21/2025	UTOPIA	PATCHING POT HOLES	797.24
02/21/2025	328	BLADE ROAD	1,412.24
02/21/2025	364	BLADE ROAD	1,179.40
02/24/2025	364	BLADE ROAD	1,363.16
02/24/2025	361,CONCAN	CUT GRASS	921.30
02/24/2025	303	BLADE ROAD	1,702.51
02/25/2025	KNIPPA	HAUL MATERIAL	582.24
02/25/2025	350,351	CUT GRASS	921.30
02/25/2025	KNIPPA	LAY OIL ON ROAD	4,035.52
02/25/2025	KNIPPA	HAUL MATERIAL	585.84
02/25/2025	KNIPPA	HAUL MATERIAL	583.76
02/25/2025	KNIPPA	PAVE ROAD	1,243.29
02/26/2025	KNIPPA	HAUL MATERIAL	582.24
02/26/2025	KNIPPA	PAVE ROAD	3,256.25
02/26/2025	KNIPPA	HAUL MATERIAL	583.76
02/26/2025	KNIPPA	LAY OIL ON ROAD	5,868.52
02/26/2025	350	CUT GRASS	921.30
02/27/2025	KNIPPA	HAUL MATERIAL	292.92
02/27/2025	KNIPPA	LAY OIL ON ROAD	4,952.02
02/27/2025	KNIPPA	HAUL MATERIAL	583.76
02/27/2025	KNIPPA	HAUL MATERIAL	582.24
02/27/2025	350, HELIPD	CUT GRASS	921.30
02/28/2025	KNIPPA	STOCK PILE MATERIAL	687.52
02/28/2025	KNIPPA	HAUL MATERIAL	260.02
02/28/2025	365 TO 368	MOVE EQUIPMENT	260.02
02/28/2025	368	WORK ON EQUIPMENT	276.70
02/28/2025	UTOPIA	INSTALL ROAD SIGNS	389.54
03/03/2025	319	CUT BRUSH	553.55
03/03/2025	UTOPIA	PATCHING POT HOLES	797.24
03/03/2025	364,349	BLADE ROAD	1,502.99
03/03/2025	KNIPPA	MOVE EQUIPMENT	890.44
03/03/2025	KNIPPA	LOAD MILLINGS	235.04
03/03/2025	KNIPPA	HAUL MATERIAL	452.08
03/03/2025	345	BLADE ROAD	391.22
03/03/2025	368	BLADE ROAD	1,148.68
03/04/2025	349	BLADE ROAD	1,179.40
03/04/2025	368A	BLADE ROAD	1,148.68
03/04/2025	320,387	CUT BRUSH	553.55
03/04/2025	345	BLADE ROAD	1,222.02
03/04/2025	UTOPIA	PATCHING POT HOLES	797.24
03/05/2025	301	CUT BRUSH	553.55

UVALDE COUNTY ROAD DEPT. 2024-2025

03/06/25

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

Date	Num	Account	Amount
03/05/2025	349	BLADE ROAD	1,364.08
03/05/2025	345	BLADE ROAD	1,222.02
03/05/2025	368A	BLADE ROAD	1,148.68
03/05/2025	337	CUT TREE & REMOVE	582.24
Total 3 PRECINCT THREE			55,518.22
4 PRECINCT FOUR			
02/20/2025	COUNTY YARD	CLEAN SHOP	218.28
02/20/2025	428	REPLACE SIGNS	198.74
02/21/2025	COUNTY YARD	LOAD ASPHALT	133.12
02/24/2025	COUNTY YARD	LOAD ASPHALT	133.12
02/26/2025	COUNTY YARD	WORK ON EQUIPMENT	585.84
02/27/2025	COUNTY YARD	WORK ON EQUIPMENT	292.92
02/28/2025	COUNTY YARD	LOAD ASPHALT	133.12
03/03/2025	COUNTY YARD	LOAD ASPHALT	133.12
03/04/2025	COUNTY YARD	WORK ON EQUIPMENT	135.92
03/05/2025	428	CUT GRASS	921.30
03/05/2025	COUNTY YARD	LOAD ASPHALT	66.56
Total 4 PRECINCT FOUR			2,952.04
TOTAL			65,925.67

19. CONSIDER AND ACT UPON LINE ITEM BUDGET AMENDMENTS

_____ **Commissioner Yeackle**
_____ **Commissioner Pargas**
_____ **Commissioner Kothmann**
_____ **Commissioner Garza**

20. CONSIDER AND ACT UPON APPROVAL OF MONTHLY

_____ **Commissioner Yeackle**
_____ **Commissioner Pargas**
_____ **Commissioner Kothmann**
_____ **Commissioner Garza**

21. CONSIDER AND ACT UPON PAYMENT OF BILLS

_____ **Commissioner Yeackle**

_____ **Commissioner Pargas**

_____ **Commissioner Kothmann**

_____ **Commissioner Garza**

22. CONSIDER AND ACT UPON APPROVAL OF MINUTES

February 24, 2025

-----Commissioner Yeackle

___Commissioner Pargas

___Commissioner Kothmann

___Commissioner Garza



MINUTES

BE IT REMEMBERED that on the 24th of February, 2025, the Honorable Commissioners Court of Uvalde County, Texas convened in regular session in the County 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*
Roy M. Kothmann, *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, *JP Pct. 2* Cynthia Casburn, *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 February 24, 2025 to order at 10:00 AM, followed with the invocation, led the Pledge of Allegiance, and the Texas Pledge of Allegiance.

2. Citizens communication:

Speaker #1: Diana Olvedo-Karau
Speaker #2: Ernesto Galindo

3. Consider and act upon approval of minutes:

Motion by Commissioner Pargas to approve the minutes.

Motion seconded by Commissioner Garza.

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

4. Consider and act upon appointments to Uvalde County ESD #2 Board of Directors:

The following board members have agreed to serve for another two year term:

Kay Campbell

Wendi Hightower

James Jeffery Santleban

Motion by Commissioner Kothmann to approve appointments.

Motion seconded by Commissioner Yeackle.

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

5. Consider and act upon Texas Hill Country River Region 2024 – 4th Quarter Report:

Motion by Commissioner Kothmann to accept report, as presented.

Motion seconded by Commissioner Yeackle.

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

6. Consider and act upon resolution of award for EOC architectural services:

The County advertised for and received two proposals for architectural services for the expansion to the Emergency Operations Center to be funded through a federal grant. Director Forrest Anderson recommended accepting the proposal by Polaris Architecture.

Motion by Commissioner Pargas to accept proposal by Polaris Architecture.

Motion seconded by Commissioner Garza.

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

7. Consider and act upon proposal for electronic signage replacement at Fairplex:

Proposals were received by three firms to replace electronic signage at the Fairplex. Director Wendy Speer recommended awarding bid to Angel Light & Signs.

Motion by Commissioner Pargas to award bid to Angel Light & Signs, as recommended.

Motion seconded by Commissioner Garza.

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

8. Consider and act upon accepting racial profiling report filed by County Sheriff:

The Sheriff's Office is required to present this report to the Court for acceptance.

Motion by Commissioner Garza to accept report.

Motion seconded by Commissioner Pargas.

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

9. Consider and act upon accepting racial profiling reports filed by County Constables and County Attorney:

Each Constable and the County Attorney is required to present this report to the Court for acceptance.

Motion by Commissioner Yeackle to accept reports.

Motion seconded by Commissioner Pargas.

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

10. Consider and act upon acknowledging the County Clerk's continuing education:

County Clerk, Donna M. Williams, has completed the required continuing education for 2024, which must be accepted by the Court and added to the official record.

Motion by Commissioner Pargas to accept the certification.

Motion seconded by Commissioner Kothmann.

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

11. Consider and act upon 2025 legislative priorities:

No action taken.

12. Consider and act upon Road Administrators Report:

Report presented by Road Administrator Dee Kirkpatrick for 2/4/2025 – 2/19/2025.

Motion by Commissioner Kothmann to approve report.

Motion seconded by Commissioner Garza.

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

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

None presented.

14. 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 Pargas to approve monthly reports.

Motion seconded by Commissioner Garza.

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

15. Consider and act upon payment of bills:

Motion by Commissioner Yeackle to approve payment of bills.

Motion seconded by Commissioner Garza.

Motion carried (4-0).

16. Consider and act upon resolutions/proclamations:

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

Felix Blanco, Jr. †
Rodolfo (Fito) De La Garza †
Zavala County Judge Cynthia Martinez-Rivera †
Marie Mills †
Tonye L. Neal †
Carmen Trevino Sandoval †
Ruby H. Brigman †
Diego M. Gonzales †
Bessie Talamantes †
Amanda Johnston †

With no further business, the meeting of February 24, 2025, was adjourned at 10:54 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.

23. CONSIDER AND ACT UPON RESOLUTIONS/PROCLAMATIONS