SPECIAL MEETING - February 23, 2021

On this the 23rd day of February 2021 at 9:00 A. M. the Honorable Commissioners Court of Blanco County convened in a SPECIAL MEETING at a regular meeting place thereof in the Courthouse in Johnson City with the following members to-wit:

BRETT BRAY COUNTY JUDGE

TOMMY WEIR COMMISSIONER PCT. 1
EMIL UECKER COMMISSIONER PCT. 2
CHRIS LIESMANN COMMISSIONER PCT. 3
PAUL GRANBERG COMMISSIONER PCT. 4

LAURA WALLA COUNTY CLERK

ITEM 1 - Call to Order and Roll Call.

Judge Bray and all 4 County Commissioners announced present.

ITEM 2 - Pledge of Allegiance.

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

JUDGE BRAY made the motion to sanction this individual for 1 (one) additional meeting as he has violated the local rules in disparaging the integrity of a member of the court or a member of the public, seconded by Commissioner Uecker.

Judge Bray called for discussion and vote.

JUDGE BRAY - YES.

COMMISSIONER WEIR - YES.

COMMISSIONER UECKER - YES.

COMMISSIONER LIESMANN - YES.

COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

ITEM 4 – Consider approval of minutes of prior Commissioners Court meeting(s). Vote on any action taken. (Judge Bray)

COMMISSIONER UECKER made the motion to dispense with the reading of the minutes and to accept the minutes as presented, seconded by Commissioner Weir. Judge Bray called for discussion and vote. JUDGE BRAY – YES.

COMMISSIONER WEIR - YES.

COMMISSIONER UECKER - YES.

COMMISSIONER LIESMANN - YES.

COMMISSIONER GRANBERG - YES. MOTION CARRIED. 5/0

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

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

JUDGE BRAY - YES.

COMMISSIONER WEIR - YES.

COMMISSIONER UECKER - YES.

COMMISSIONER LIESMANN - YES.

COMMISSIONER GRANBERG - YES. MOTION CARRIED. 5/0

ITEM 6 – Consider approval of the outstanding bills. Vote on any action taken. (Judge Bray) COMMISSIONER LIESMANN made the motion to approve the outstanding bills in the amount of \$144,896.98, seconded by Commissioner Granberg. Judge Bray called for discussion and vote. JUDGE BRAY – YES.

COMMISSIONER WEIR - YES.

COMMISSIONER UECKER - YES.

COMMISSIONER LIESMANN - YES.

COMMISSIONER GRANBERG - YES. MOTION CARRIED. 5/0

ITEM 7 – Consider acknowledgement of the 2020 Racial Profiling Report by the Blanco County Sheriff's Office. Vote on any action taken. (Judge Bray)

COMMISSIONER LIESMANN made the motion to acknowledge the 2020 Racial Profiling Report by the Blanco County Sheriff's Office, seconded by Commissioner Weir. Judge Bray called for discussion and vote.

JUDGE BRAY - YES.

COMMISSIONER WEIR - YES.

COMMISSIONER UECKER – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER GRANBERG - YES. MOTION CARRIED. 5/0

ITEM 8 – Consider acknowledgement of the 2020 Racial Profiling Report by the Precinct 4 Constable's Office. Vote on any action taken. (Judge Bray)

COMMISSIONER GRANBERG moves that we acknowledge the 2020 Racial Profiling Report by the Precinct 4 Constable's Office, seconded by Commissioner Uecker. Judge Bray called for discussion and vote.

JUDGE BRAY - YES.

COMMISSIONER WEIR - YES.

COMMISSIONER UECKER - YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER GRANBERG - YES. MOTION CARRIED. 5/0

ITEM 9 – Consider authorization for the County Judge to enter into an agreement with Central Square for software program and support for Precinct 1 Constable's Office. Funds to be paid from grant. Vote on any action taken. (Judge Bray)

COMMISSIONER LIESMANN made the motion authorizing the County Judge to enter into an agreement with Central Square for software program and support for Precinct 1 Constable's Office, funds to be paid from grant, seconded by Commissioner Weir. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR - YES.

COMMISSIONER UECKER - YES.

COMMISSIONER LIESMANN - YES.

COMMISSIONER GRANBERG - YES. MOTION CARRIED. 5/0

ITEM 10 – Consider authorization for the County Judge to enter into an agreement with AXON Enterprises, Inc. for body and vehicle cameras for Precinct 1 Constable's Office. Funds to be paid from grant. (Judge Bray)

COMMISSIONER LIESMANN made the motion authorizing the County Judge to enter into an agreement with AXON Enterprises, Inc., for body and vehicle cameras for Precinct 1 Constable's Office, seconded by Commissioner Uecker. Judge Bray called for discussion and vote.

JUDGE BRAY - YES.

COMMISSIONER WEIR - YES.

COMMISSIONER UECKER - YES.

COMMISSIONER LIESMANN - YES.

COMMISSIONER GRANBERG - YES. MOTION CARRIED, 5/0

ITEM 11 – Post pipeline construction report presented by Allen Fore with Kinder Morgan. Informational item only. (Judge Bray)

ITEM 12 – Consider resolution in opposition to SB234/HB749, "Efforts to Silence County Officials". Vote on any action taken. (Judge Bray)

COMMISSIONER LIESMANN made the motion to consider the resolution in opposition to SB234/HB749, "Efforts to Silence County Officials", seconded by Commissioner Uecker. Judge Bray called for discussion and vote.

JUDGE BRAY - YES.

COMMISSIONER WEIR - YES.

COMMISSIONER UECKER - YES.

COMMISSIONER LIESMANN - YES.

COMMISSIONER GRANBERG - YES. MOTION CARRIED. 5/0

ITEM 13 – Consider authorization to advertise in the Blanco County Newspaper for an employee in Road & Bridge, Precinct 1. Vote on any action taken. (Commissioner Weir)

COMMISSIONER WEIR made the motion authorizing to advertise in the Blanco County Newspaper for an employee in Road & Bridge, Precinct 1, seconded by Commissioner Granberg. Judge Bray called for discussion and vote.

JUDGE BRAY - YES.

COMMISSIONER WEIR - YES.

COMMISSIONER UECKER - YES.

COMMISSIONER LIESMANN - YES.

COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

ITEM 14 – Consider approval to replat lots 9 and 18 in the Middle Creek Crossing subdivision. New lots to be known as lot 9-R and lot 18-R. Vote on any action taken. (Commissioner Granberg)

COMMISSIONER GRANBERG moves that we approve the replat of lots 9 and 18 in the Middle Creek Crossing subdivision. New lots to be known as lot 9-R and lot 18-R, seconded by Commissioner Weir. Judge Bray called for discussion and vote.

JUDGE BRAY - YES.

COMMISSIONER WEIR - YES.

COMMISSIONER UECKER - YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER GRANBERG - YES. MOTION CARRIED. 5/0

ITEM 15 – Consider approval to replat lots 1866 and 1867-R in the Rockin J subdivision. New lot to be known as lot 1866-R. Vote on any action taken. (Commissioner Granberg)

COMMISSIONER GRANBERG moves that we approve the replat of lots 1866 and 1867-R in the Rockin J subdivision. New lot to be known as lot 1866-R, seconded by Commissioner Uecker. Judge Bray called for discussion and vote.

JUDGE BRAY - YES.

COMMISSIONER WEIR - YES.

COMMISSIONER UECKER - YES.

COMMISSIONER LIESMANN - YES.

COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

ITEM 16 – Discussion and possible action to adopt the draft of the Blanco County Transportation and Economic Development Plan. Vote on any action taken. (Judge Bray)

COMMISSIONER LIESMANN made the motion to adopt the draft of the Blanco County Transportation and Economic Development Plan, seconded by Commissioner Weir. Judge Bray called for discussion and vote.

JUDGE BRAY - YES.

COMMISSIONER WEIR - YES.

COMMISSIONER UECKER - YES.

COMMISSIONER LIESMANN -YES.

COMMISSIONER GRANBERG - YES. MOTION CARRIED. 5/0

ITEM 17 - Consider burn ban. Vote on any action taken. (Judge Bray) THIS ITEM PASSED, ENTIRE COURT IN FAVOR.

ITEM 18 – Adjourn.

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

JUDGE BRAY - YES.

COMMISSIONER WEIR - YES.

COMMISSIONER UECKER - YES.

COMMISSIONER LIESMANN - YES.

COMMISSIONER GRANBERG - YES. MOTION CARRIED.

Meeting adjourned at 10:15 a.m.

The above and foregoing minutes were examined and approved in Open Court this ______ day of March 2021.

I, Laura Walla, County Clerk, Blanco County, Texas attest that the foregoing is a true and correct accounting of the Commissioner's Court authorized proceedings for February 23, 2021.

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

BLANCO COUNTY MONTHLY ESTIMATED PAYROLL APPROVAL FORM

MARCH 2021

Michael Barriad	#10 General Fund	#15 Road &	#18 Courthouse	Total
ed == 1		Bridge Fund	Security	
Salaries	\$234,632.53	\$20,275.18		\$254,907.71
Soc/Med	\$ 17,949.39	\$ 1,551.05		\$ 19,500.44
Retirement	\$ 17,925.93	\$ 1,549.02		\$ 19,474.95
Insurance	\$ 50,199.34	\$ 6,022.38		\$ 56,221.72
Group Term Life	\$ 398.86	\$ 9.38		\$ 408.24
Total	\$321,106.05	\$29,407.01		\$350,513.06
TOTAL PAYROLL TO BE APPROVED	TO BE APPROVED			\$350,513.06
County Treasurer	"Marke Maret		101 July 1882	
			-1	1
County Judge			Date	1
			É	
Commissioner ret 1		100	Date	I
Commissioner Pct 2		200	Date	
Commissioner Pct 3			Date	
Commissioner Pct 4			Date	

All Official Reports are IN



No Line item transfers

Blanco County Commissioners' Court

March 9, 2021

\$ 144,873.41	\$	Total
75.00	Sheriff's Office Special Fund \$	055
2,366.00	District Court Preservation Fund	041
36,990.40	Hazardous Waste Fund	022
176.00	Co Clerk Records Mgmt	017
5,393.90	Road & Bridge Fund	015
\$ 99,872.11	General Fund	010
Disbursement	Description	Fund
	Invoice File Listing By Fund	****

)

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

Attest Asst. County Auditor:

Date

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

County Judge

Commissioner Pct 1

Commissioner Pct 2

Commissioner Pct 3

Date

Commissioner Pct 4

11ME:03:09 PM			AD & BRIDGE FUND	CYCLE: ALL PAGE PREPARER:000
DEPARTMENT				
NAME-OF-VENDOR	INVOICE-NO	s	DESCRIPTION-OF-INVOICE	
0540-R&B PCT #1				NUOMA
FUELMAN	2554			
LONGHORN INTERNATIONAL TRUCKS LTD.	75761	A	FUEL PCT 1	319.5
OUTLAW LUMBER & HARDWARE, LLC		A	INV#X301098952-01 PCT 1	10.0
SEYMOURS INC.	75736	Α	INV#86108 PCT 1	32.5
SEYMOURS INC.	75747	A	INV#46975 PCT 1	539.9
DEPARTMENT TOTAL	75748	А	INV#46993 PCT 1	47.1
0550-R&B PCT #2				949.13
BRETT DENNEY	95-1-1			
FRONTIER COMMUNICATIONS	75718	A	INV#020521 PCT 2	61.00
FUELMAN	75811	A	830-868-4471 PCT 2	109.56
LONGHORN INTERNATIONAL TRUCKS LTD.	75762	A	FUEL - PCT 2	375.15
THIRD COAST DISTRIBUTING, LLC	75772 75785	A	INV#X301098952-01 PCT 2	10.00
THIRD COAST DISTRIBUTING, LLC	75786	A	INV#832311 PCT 2	894.52
THIRD COAST DISTRIBUTING, LLC	75787	A	INV#832561 PCT 2	10.56
THIRD COAST DISTRIBUTING, LLC	75788	A	INV#832589 PCT 2	11.98
THIRD COAST DISTRIBUTING, LLC	75789	A	INV#833288 PCT 2	66.90
DEPARTMENT TOTAL	, 3, 03	A	INV#833861 & CR INV#834101 PCT	55.96
560-R&B PCT #3				1,595.63
BLANCO COUNTY TAX ASSESSOR-COLLECT	75765	_		
CARD SERVICE CENTER	75765	A	LICENSE TAG #1077824 PCT 3	7.50
CARD SERVICE CENTER	75807 75808	A	4707 1205 3610 0385 LIESMANN	6.52
ECONO SIGNS LLC	75769	A	4707 1205 3610 0385 LIESMANN	132,78
FORD & CREW HOME AND HARDWARE	75768	A	INV#10-965246 PCT 3	61.40
FRONTIER COMMUNICATIONS	75715	A	TRANS#A186872 PCT 3	56.98
HYE PIPE & FEED	75770	A	830-825-3270 PCT 3	90.70
LONGHORN INTERNATIONAL TRUCKS LTD.	75773	A A	INV#3319691 PCT 3	1,013.68
RUSH TRUCK CENTER	75778	A	INV#X301098952-01 PCT 3	10,01
THIRD COAST DISTRIBUTING, LLC	75780	A	INV#322364387 PCT 3	80.00
THIRD COAST DISTRIBUTING, LLC	75781	A	INV#051909 PCT 3	61.99
THIRD COAST DISTRIBUTING, LLC	75782	A	INV#835991 PCT 3 INV#836011 PCT 3	2.69
VANGUARD TRUCK CENTER OF AUSTIN	75784	A	INV#187655AU PCT 3	12.29
YOUNGBLOOD AUTOMOTIVE & TIRE, INC	75757	A		127.66
YOUNGBLOOD AUTOMOTIVE & TIRE, INC	75790	A	VIN#4ZETD222XM1222679 INSPECTION INV#60000057 PCT 3	P3 40.00
YOUNGBLOOD AUTOMOTIVE & TIRE, INC	75791	A	INV#14986 PCT 3	129.58
DEPARTMENT TOTAL				647.28
70-R&B PCT #4				2,481.06
BLANCO COUNTY TAX ASSESSOR-COLLECT	75716			
FUELMAN	75763	A	LICENSE TAG #9054511 PCT 4	7.50
LONGHORN INTERNATIONAL TRUCKS LTD.	75774	A	FUEL - PCT 4	225.03
OUTLAW LUMBER & HARDWARE, LLC	75737	A	INV#X301098952-01 PCT 4	10.00
OUTLAW LUMBER & HARDWARE, LLC	75738	A	INV#85771 PCT 4	11.95
SEYMOURS INC.	75746	A	INV#85801 PCT 4	1.60
DEPARTMENT TOTAL	.9730	A	INV#47027 PCT 4	112.00
				368.08
FUND TOTAL			::	F 303
				5,393.90

03/04/2021FUND/DEPARTMENT/VENDOR INVO	ICE LISTING 00	17 REC	DRDS MANAGEMENT CLERK	CYCLE: ALL	PAGE 5
DEPARTMENT				P	REPARER: 0004
NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE		AMOUNT
0400-RECORDS MANAGEMENT CLERK EXPENSES PPT PPT DEPARTMENT TOTAL FUND TOTAL	75695 75696	A A	INV #66090 CO CLERK INV #65057 CO CLERK	it.	89.50 86.50 176.00
					176.00

TO USE IN A REPORT OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF

03/04/2021FUND/DEPARTMENT/VENDOR INVOICE TIME:03:09 PM	LISTING 00	22 HAZ	ARADOUS WASTE COLLECTION	CYCLE: ALL	PAGE 6
***************************************				F	REPARER:0004
DEPARTMENT					
NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE		AMOUNT
0400-HAZARADOUS WASTE EXPENSES CLEAN EARTH ENVIRONMENTAL SOLUTIONS DEPARTMENT TOTAL	75767	А	INV#76403064327 HHW EVENT		36,990.40
FUND TOTAL					36,990.40

36,990.40

03/04/2021FUND/DEPARTMENT/VENDOR INVO	DICE LISTING 00	41 DIS	TRICT COURT RECORD PRESERVATIO	CYCLE: ALL PAGE 7
DEPARTMENT			·	PREPARER:0004
NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0400-EXPENSES				AP100141
DELL MARKETING L.P. HILL COUNTRY IT DEPARTMENT TOTAL FUND TOTAL	75723 75710	A A	INV#10456792602 DIST CLERK INV #HILLCO0062	1,651.00 715.00 2,366.00
				2,366.00

-

03/04/2021FUND/DEPARTMENT/VENDOR INVOIC TIME:03:09 PM	E LISTING 00	55 BLA	NCO CO. SHERIFF OFFICE SPECIAL	CYCLE: ALL	PAGE {
***************************************				PREP	ARER: 0004
DEPARTMENT					
NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE		AMOTHE
0400-EXPENSES					TUUOMA
SIGNS ACROSS TEXAS DEPARTMENT TOTAL	75750	А	INV#3267 LEC		75.00
FUND TOTAL	*5		Ž.	3	75.00
					75.00

03/04/2021--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 9999 GRAND TOTAL PAGE TIME:03:09 PM CYCLE: ALL PAGE 9 PREPARER:0004 DEPARTMENT NAME-OF-VENDOR INVOICE-NO S

DESCRIPTION-OF-INVOICE

AMOUNT

GRAND TOTAL

ni rila ya ya masa

144,873.41

CleanEarth ...

\$0.00

\$5,172.38

\$540.80

\$921.44

\$2,243.36

\$417.30

\$267.50

\$160.50

\$96.30

\$1,136,34

\$149.80

\$106.02

\$85,60

\$313.02

\$17,39

\$1,919,25

\$918.00

\$57.25

\$78.00

\$1,464.72

\$1,230.50

\$171.20

\$2,554.65

INVOICE #

76403064327

INVOICE DATE

02/10/2021

CUSTOMER ID #

60683

AX#49435

TERMS Net30

ATTN.: Paul Granberg **BLANCO COUNTY RECYCLING**

PO BOX 942

BLANCO, TX 78606-0942

PLEASE REMIT TO

29338 Network Pl. Chicago, IL 60673-1293

p. (866) 303-7344

e. CleanEarth-ESOLAR@harsco.com

SITE ADDRESS:

PHILIP RECLAMATION SERVICES, HOUSTON, LLC

(BLANCO)

Ø.00 @ 1070.000 / E

377 TRANSFER RD.

1.00@ 5172.380/D

8.00@ 67.600/H

16.00@ 57.590/H

56.00@ 40.060/H

1.00@ 417.300/F

2.00@ 133.750/E

10.00@ 16.050/E

2.00@ 48.150/E

18.00@ 63.130/E

10.00@ 14.980/E

4.00@ 21.400/E

18.00@ 17.390/E

1.00@ 17.390 / E

25.00@ 76.770/E

34.00@ 27.000/E

1.00@ 57.250 / E

2.00@ 39.000/E

18.00@ 5.890/E

JOHNSON CITY, TX 78636

ORDER 4116052 PHILIP RECLAMATION SERVICES,

EVENT DATE: 09/26/20; #, TONS; VEHICLES.

09/26/2020

Equipment & Accessories:

FORKLIFT, 5000 LB (REQUIRES

LOWBOY/TRACTOR)

Labor Charges:

MOBILIZATION

PROJECT MANAGER

CHEMIST

TECHNICIAN (7 STAFF - PER PERSON/HOUR)

SITE SET UP CHARGE

Supplies & Materials:

VISQUEEN, (20'X100') 6 MIL.

PPE, LEVEL D.

DRUM, METAL, 55 GALLON, RECON, OPEN TOP

DRUM, POLY, 55 GALLON, RECON, OPEN TOP

DRUM, POLY, 5 GALLON, NEW, OPEN TOP

LINER, DRUM, 2 MIL

ABSORBENT BAGS, (VERMICULLITE)

BOX, (4 FOOT) FLUORESCENT LAMP BOX

BOX, (8 FOOT) FLUORESCENT LAMP BOX, BOX, CUBIC YARD BOX

PALLET

DRUM, POLY, 30 GALLON, RECON, OPEN TOP

DRUM, POLY, 15 GALLON, RECON, OPEN TOP Transportation Charges:

4

WASTE TRANSPORTATION

(LOOSEPACK)

09/26/2020 Doc No. 524899-20

977403-01 - FLAMMABLE LIQUIDS (BULK)

977411-01 - PAINT RELATED MATERIAL

977424-01 - REACTIVES (ISOCYANATES)

977416-01 - AEROSOLS

Manifest 012992900FLE Waste Receipt HOU-1302J

1.00@ 1464.720/R

2.00@ 615.250/BX

2.00@ 85.600 / DM55 5.00@ 510.930 / MNBX

1.00@ 132.150 / MN05

\$132.15

DIRECT INQUIRES TO: ESOL Customer Experience CleanEarth-ESOLInquiries@harsco.com

CleanEarth

INVOICE #

76403064327

INVOICE DATE

02/10/2021

CUSTOMER ID #

60683

AX#49435

TERMS Net30

ATTN.: Paul Granberg

BLANCO COUNTY RECYCLING

PO BOX 942

BLANCO, TX 78606-0942

c. cicaricartir-i

29338 Network Pl. Chicago, IL 60673-1293

p. (866) 303-7344

PLEASE REMIT TO

e. CleanEarth-ESOLAR@harsco.com

SITE ADDRESS:

PHILIP RECLAMATION SERVICES, HOUSTON, LLC

(BLANCO)

377 TRANSFER RD.

JOHNSON CITY, TX 78636

ORDER 4116052 PHILIP RECLAMATION SERVICES,

EVENT DATE: 09/26/20; #, TONS; VEHICLES.

7	977414-01 - FLAMMABLES SOLID	4.00@	642.000 / MNBX	\$2,568.00
9	977420-01 - OXIDIZERS (ORGANIC	2.00@	316.720 / MN05	\$633.44
	CHLORINATING SOLIDS)			
10	977422-01 - OXIDIZERS (SOLID	1.00@	316.720 / MN05	\$316.72
	HYPOCHLORITES)			
12	977407-01 - PESTICIDE LIQUID LOOSEPACK	15.00@	285.060 / DM55	\$4,275.90
13	977410-01 - PESTICIDE SOLIDS LOOSEPACK	1.00@	806.250 / BX	\$806,25
14	977417-01 - CORROSIVES (ACIDS)	1.00@	214.000 / DM55	\$214.00
15	977418-01 - CORROSIVES (BASE)	1.00@	160.500 / DM30	\$160.50
15	977418-01 - CORROSIVES (BASE)	1.00@	214.000 / DM55	\$214.00
16	977510-01 - OXIDIZERS (LIQUID	1.00@	917.530 / MN55	\$917.53
	HYPOCHLORITES/BLEACH) (LOOSEPACKED)			
17	980104-01 - OXIDIZERS (HYDROGEN PEROXIDE	1.00@	316.720 / MN05	\$316.72
	SOLUTIONS)			
18	977423-01 - MERCURY LABPACK	1.00@	417.300 / MN05	\$417.30
19	977512-01 - LITHIUM METAL BATTERIES	1.00@	53.500 / MN05	\$53.50
20	977427-01 - ALKALINE BATTERIES	89.00@	1.040 / P	\$92.56
21	977428-01 - FLUORESCENT BULBS	1.00@	16.050 / MNBX	\$16.05
22	977428-01 - FLUORESCENT BULBS	338.00@	1.440 / P	\$486.72
23	977428-01 - FLUORESCENT BULBS	20.00@	1.440 / P	\$28.80
24	977515-01 - LATEX PAINT (PACKED)	13.00@	561.750 / BX	\$7,302.75
25	977426-01 - REACTIVES (SELF HEATING SOLIDS)	1.00@	132.150 / MN05	\$132.15
26	977426-01 - REACTIVES (NITRIC ACID)	1.00@	132.150 / MN05	\$132.15
27	977426-01 - REACTIVES (AMINES)	1.00@	132.150 / MN05	\$132.15
Hazardous Wast	e Fees :			. 32110
	EPA E-MANIFEST FEE - PHILIP RECLAMATION	1.00@	25.000 / E	\$25.00
	SERVICES, HOUSTON, LLC (BLANCO)			423,00

DIRECT INQUIRES TO: ESOL Customer Experience CleanEarth-ESOLInquiries@harsco.com

 Sub Total
 \$39,395.66

 INVOICE TOTAL
 \$39,395.66

10-455-670 \$2405.26
22-400-100-\$36,990.40

PROCLAMATION - American Red Cross Red Cross Month, March 2021

March is American Red Cross Month, a special time to recognize and thank volunteers - our Everyday Heroes – those who reach out to help their neighbors when they are in need.

American Red Cross heroes are on the front lines everyday even during a pandemic. They volunteer their time, enhance skills, give blood or provide financial donations to help those in need.

Over this past year, Red Cross has adapted our service delivery to protect the health and safety of our clients and volunteers. Our Disaster Assistance Volunteers have attended training to increase their technological skills to support this effort.

The Hill Country Chapter was Chartered in 1917, we would like to remember our heroes here who give to help people in need. They work tirelessly to help in time of disaster, when someone needs life-saving blood, or the comfort of a helping hand. They install free smoke alarms. They provide round-the-clock support to members of the military, veterans, and their families, and teach lifesaving classes in CPR, aquatics safety and first aid.

Across the country and around the world, the American Red Cross responded to hurricanes, tornadoes, floods, wildfires and homefires.

When an injured service member ended up in a hospital far from home, the American Red Cross offered comfort. When a hospital patient needed blood, American Red Cross blood donors helped them. When a lifeguard jumped in to save a drowning child or someone stepped up to help a heart attack victim, the American Red Cross was there.

We dedicate the month of March to all those who support the American Red Cross mission to prevent and alleviate human suffering in the face of emergencies. Our community depends on the American Red Cross, which relies on donations of time, money, and blood to fulfill its humanitarian mission.

Now, therefore, I, Brett Bray, Blanco County Judge, do hereby proclaim March 2021 as American Red Cross Month. I encourage all citizens to support this organization and its noble humanitarian mission.

Signed this 9th day of March 2021.

ATTEST:	Brett Bray County Judge Blanco County Jexas
Laura Walla, County Clerk	

Blanco County, Texas

Blanco County Emergency Services District No. 2 Financial Statements For the Year Ended September 30, 2020

Taber & Burnett, P.C.
A Professional Corporation
Certified Public Accountants

Blanco County Emergency Services District No. 2 Table of Contents

September 30, 2020

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Statement of Activities)
Balance Sheet - Governmental Funds	1
Reconciliation of the Government Funds Balance Sheet to the Statement of Net Position	2
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MANAGEMENT'S DISCUSSION AND ANALYSIS REQUIRED SUPPLEMENTARY INFORMATION

As management of the Blanco County Emergency Services District No. 2 (the District), we are pleased to offer readers of the District's financial statements this narrative overview and analysis of the District's financial activities for the fiscal year ended September 30, 2020. We encourage readers to consider it in conjunction with the additional information presented in the accompanying basic financial statements and the notes to the financial statements.

Financial Statements

- The net position of the District increased by \$426,193 as a result of the current year's operations. Net position at year end consisted of invested in capital assets, net of related debt of \$1,345,834 and an unrestricted net position of \$1,682,700 for total net position of \$3,028,534.
- Total revenues from all sources were \$1,785,376. This represents a decrease of \$702,767 due to the merger with the Volunteer Fire Department and Ambulance Corps in fiscal year 2019.
- Total costs of all programs were \$1,359,183. This represents an increase of \$149,244 due to increased human resource expenses and depreciation.
- As of September 30, 2020, the District's governmental fund reported an ending fund balance of \$1,674,262, an increase of \$450,130.

Using this Annual Report

This annual report presents the following three components of the financial statements:

- 1. Government-wide financial statements provide information for the District as a whole.
- 2. Fund financial statements provide detailed information for the District's significant funds.
- 3. Notes to the financial statements provide additional information that is essential to understanding the government-wide and fund financial statements.

This report also contains other supplementary information in addition to the basic financial statements themselves. This information includes a management's discussion and analysis as well as a budgetary comparison schedule.

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The Statement of Net Position presents information on all of the assets and liabilities of the District. The difference between assets and liabilities is reported as net position. Over time,

increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The Statement of Activities presents information on how the District's net position changed during the most recent fiscal year. This statement is presented using the accrual basis of accounting, which means that all of the current year's revenues and expenses are taken into account regardless of when the cash is received or paid.

Both the Statement of Net Position and the Statement of Activities present information for the following:

• Governmental activities—This includes all of the District's emergency response services which are primarily supported by property and sales taxes.

The government-wide financial statements begin on page 9. The following is a summary of net position as of September 30, 2020:

Table 1 Net Position

	Governmental A	Activities 2019
Current assets and other assets Net pension assets Capital assets, net Total assets	\$ 1,924,981 \$ 3,755,092 5,680,073	1,377,482 243 3,752,186 5,129,911
Deferred outflow of resources	8,534	5,277
Current liabilities Other liabilities Total liabilities	250,719 2,409,354 2,660,073	153,350 2,379,071 2,532,421
Deferred inflow of revenues	<u> </u>	426
Net position: Invested in capital assets, net of related debt Unrestricted Total net position	1,345,834 1,682,700 \$ 3.028,534 \$	1,373,115 1,229,226 2,602,341

The following table is a summary of changes in net position:

Table 2
Changes in Net Position

	Governmental 2020	Activities 2019
Revenues:		
Program revenues:		
Charges for services	\$ 314,157	\$ 308,668
Operating grants and contributions	96,159	78,132
Capital grants and contributions	248,485	779,976
General revenues:		
Property taxes	907,674	812,687
Sales taxes	211,525	143,490
Interest income	8,013	8,679
Miscellaneous revenue	52	3,309
Gain (loss) on disposition of assets	(689)	353,202
Total revenues	1,785,376	2,488,143
Expenses:		
Ĝeneral government	306,941	223,674
Public safety	1,052,242	986.265
Total expenses	1.359.183	1,209,939
Changes in net position	426,193	1,278,204
Net position - October 1	2,602,341	1,324,137
Net position - September 30	\$ 3,028,534	\$ 2,602,341

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

The fund financial statements provide detailed information about the District's significant funds - not the District as a whole. The District's funds fall into one category - governmental funds.

The focus of the District's *governmental fund* is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the District's financing requirements. In particular, *unassigned fund balance* may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

The governmental funds statements provide a detailed short-term view of the government operations and the basic services it provides, and are reported on the modified accrual basis of accounting which focuses on available spendable resources. This allows the reader to evaluate the District's short-term financing requirements. Both the governmental fund Balance Sheet and the governmental fund Statement of Revenues, Expenditures, and Changes in Fund Balance provide a reconciliation to the government-wide financial statements. The governmental fund financial statements begin on page 11.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 15 through 32 of this report.

General Fund Budgetary Highlights

The District adopts an annual budget for the general fund. A budgetary comparison schedule has been provided to demonstrate compliance. The budgetary comparison schedule is on page 34. The District Commissioners did amend the budget during the year ended September 30, 2020.

Actual expenditure results on a budgetary basis were less than one percent over budgeted expenditures. The District's overall actual revenue was 31 percent more than budgeted due mainly to increased property tax collections, sales tax collections, and contributions.

Capital Assets

The District's investment in capital assets for its governmental activities as of September 30, 2020, amounts to \$3,755,092 (net of accumulated depreciation). This investment in capital assets includes building, land, computers, machinery, equipment, and vehicles.

Capital Assets Governmental Activities (net of depreciation)

	2020	<u>2019</u>
Buildings and Improvements	\$ 2,828,791	\$ 2,830,508
Furniture and Fixtures	1,908	2,529
Machinery and Equipment	254,776	241,814
Vehicles and Equipment	560,250	567,518
Land	109.367	109.817
	\$ 3,755,092	\$ 3,752,186

Management's Discussion and Analysis (Continued)

September 30, 2020

This year's major additions included:

Generator	\$ 71,887
2020 Ford Ambulance	160,452
	\$ 232,339

Additional information on the District's capital assets can be found in Note 4 on page 23 of this report.

Debt Administration

As of September 30, 2020, the District was obligated on the following debt:

Outstanding Debt at Year End

	Governmental	9/30/20	9/30/19
	Activities	<u>Total</u>	<u>Total</u>
Building loan	\$ 2,386,356	\$ 2,386,356	\$ 2,333,266
Cardiac monitors	22,902	22,902	45,805
Total	\$ 2,409,258	\$ 2,409,258	\$ 2,379,071

The District drew \$123,641 on the construction loan and refinanced this loan during the year. The total interest paid on the Districts debt was \$105,957. Additional information on the District's non-current liabilities can be found in Note 5 beginning on page 24 of this report.

Economic Factors and Next Year's Budgets and Rates

The District's tax revenues are expected to grow with property value increases and continued sales tax collections. These additional funds will be used to fund emergency fire services and emergency medical services.

Contacting the District's Financial Management

This financial report is designed to provide a general overview of the District's finances and to demonstrate the District's accountability for the money it receives from the citizens of the Blanco County Emergency Services District No. 2. If you have any questions about this report or need further information, contact the Blanco County Emergency Services District No. 2, P.O. Box 972, Blanco, TX 78606.

A Professional Corporation Certified Public Accountants P.O. Box 1519, 412 Buchanan Drive, Burnet, Texas 78611 512/756-4904; Fax: 512/756-4227

INDEPENDENT AUDITORS' REPORT

To The Commissioners
Blanco County Emergency Services District No. 2

We have audited the accompanying financial statements of the governmental activities and each major fund of the Blanco County Emergency Services District No. 2 (the District), as of and for the year ended September 30, 2020, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the basic financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the Blanco County Emergency Services District No. 2 as of September 30, 2020, and the results of its operations for the periods then ended in conformity with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and other required supplementary information on pages 2 through 6 and 34 through 37 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. The supplementary information is the responsibility of management. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Taber & Burnett, P.C.

Burnet, Texas February 20, 2021

	 Primary	Government
	vernmental	
	Activities	<u>Total</u>
Assets		
Deposits and investments	\$ 1,838,918	\$ 1,838,918
Taxes receivable	16,982	16,982
Billing receivables	32,575	32,575
Inventory	36,506	36,506
Capital assets, net	3.755.092	3,755,092
Total assets	5,680,073	5,680,073
Deferred Outflow of Resources		
Difference between projected and actual		
earnings - pensions	551	551
Difference between expected and actual		
experience - pensions	2,271	2,271
Contributions subsequent to the measurement date	5,712	5,712
Total deferred outflow of resources	8,534	8,534
Liabilities		
Accounts payable	238,921	238,921
Accrued expenses	11,798	11,798
Non-current liabilities:		
Debt due within one year	130,588	130,588
Due in more than one year:		
Net pension liability	96	96
Long term debt	2,278,670	2,278,670
Total liabilities	2,660,073	2,660,073
Net Position		
Invested in capital assets,		
net of related debt	1,345,834	1,345,834
Unrestricted	1.682.700	1.682,700
Total Net Position	\$ 3,028,534	\$ <u>3,028,534</u>

The accompanying notes are an integral part of the financial statements

Statement of Activities

For the Year Ended September 30, 2020

			Program Revenues				(Expense) R Changes in 1				
Functions/Programs	<u>Ex</u>	penses	_	Services_		Operating ntributions		Capital Contributions	_	Primary Go Governmenta Activities	
Primary government: Governmental activities:											
General government Public safety - Fire Public safety - EMS	\$	306,941 434,679 <u>617,563</u>	\$	11,440 302.717	\$	96.159	\$	184,005 11,709 52,771	\$	(122,936) (411,530) (165,916)	\$ (122,936) (411,530) (165,916)
Total net (expense) revenue for governmental activities and the primary government	\$	1,359,183	\$	<u>314,157</u>	\$	<u>96,159</u>	\$	248,485		(700,382)	_(700.382)
			(General rev	enue	s:					
				Taxes: Property Sales ta Interest in Miscellan Gain (loss	ixes icom eous	e	n o	f assets		907,674 211,525 8,013 52 (689)	907,674 211,525 8,013 52 (689)
				Total g	enera	al revenues	3			1.126,575	1,126,575
				Change	in n	et position				426,193	426,193
	Net Position, Beginning of Year			ear		2,602,341	2,602,341				
			N	Net Position	, En	d of Year			\$	3,028,534	§ <u>3.028,534</u>

The accompanying notes are an integral part of the financial statements.

Balance Sheet - Governmental Funds

As of September 30, 2020

Assets	General Fund	Total Governmental Funds
Deposits and investments Taxes receivable Billing receivables Inventory	\$ 1,838,918 35,103 32,575 36,506	\$ 1,838,918 35,103 32,575
Total Assets	1,943,102	1,943,102
Liabilities		
Accounts payable Accrued expenses	238,921 11,798	238,921 11,798
Total Liabilities	250,719	250,719
Deferred Inflows of Resources		
Unavailable property taxes	18,121	18,121
Total Deferred Inflows of Resources	18,121	18,121
Fund Balance		
Assigned for capital projects Committed for debt service Unassigned	131,155 221,653 1,321,454	131,155 221,653 1,321,454
Total Fund Balance	1,674,262	1.674,262
Total Liabilities and Fund Balance	\$ <u>1,943,102</u>	\$ <u>1,943,102</u>

The accompanying notes are an integral part of the financial statements.

Reconciliation of the Governmental Funds Balance Sheet to the Statement of Net Position	As of September 30, 2020
Total Fund Balance - Governmental Funds:	\$ 1,674,262
Amounts reported for governmental activities in the Statement of Net Position are different because:	
Capital assets used in governmental activities are not current financial resources and therefore are not reported in the governmental funds balance sheet. (See Note 4)	3,755,092
Deferred outflows are not financial resources and, therefore, are not reported in the funds.	8,534
Long-term liabilities are not due and payable in the current year and therefore are not reported as liabilities in the governmental funds balance sheet. (See Note 5)	(2,409,258)
Net pension liabilities not due and payable in current period and, therefore are not reported in the governmental funds balance sheet.	(96)
Net Position of Governmental Activities	\$ 3,028,534

Statement of Revenues, Expenditures, and Changes in Fund Balance - Governmental Funds

For the Year Ended September 30, 2020

	General Fund	Total Governmental Funds
Revenues	<u></u>	3
Billing revenue	\$ 314,157	\$ 314,157
Contributions	280,164	280,164
Grants	64,480	64,480
Interest income	8,013	8,013
Miscellaneous revenue	52	52
Property taxes	907,674	907,674
Sales taxes	211,525	211.525
Total Revenues	1,786,065	1.786,065
Expenditures		
Audit and accounting	9,364	9,364
Capital outlay	319,991	319,991
Debt service	199,410	199,410
Equipment and supplies	61,870	61,870
Fundraising and miscellaneous	331	331
Human resources and development	611,871	611,871
Insurance	107,203	107,203
Office and administration	55,768	55,768
Station expenses	35,814	35,814
Vehicle expense	57,954	57,954
Total Expenditures	1,459,576	1,459,576
Excess (Deficiencies) of Revenues Over		
(Under) Expenditures	326,489	326,489
Other Financing Sources (Uses):		
Loan proceeds	123,641	123,641
Total Other Financing Sources (Uses)	123,641	<u> 123,641</u>
Excess (Deficiencies) of Revenues and Other Sources Over (Under) Expenditures and Other (Uses)	450,130	450,130
Fund Balance, Beginning of Year	1,224,132	1.224,132
Fund Balance, End of Year	\$ <u>1.674,262</u>	\$ <u>1,674,262</u>

The accompanying notes are an integral part of the financial statements.

Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balance - Governmental Funds to the Statement of Activities For the Year Ended September 30, 2020

Net Change in Fund Balance-Governmental Funds

\$ 450,130

Amounts reported for governmental activities in the Statement of Activities are different because:

Governmental funds report capital outlays as expenditures. However, in the Statement of Activities the cost of those assets is allocated over their estimated useful lives as depreciation expense. This is the net effect of these differences in the treatment of capital outlays and related items. (See Note 4)

2,906

Pension expenditures reported in the funds use current financial resources, however, pension expenses in the statement of activities will be expensed as incurred.

3,344

The issuance of long-term debt provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net assets. This amount is the net effect of these differences in the treatment of long-term debt and related items. (See Note 5)

(30,187)

Change in Net Position of Governmental Activities

426,193

The accompanying notes are an integral part of the financial statements.

Notes to the Financial Statements

September 30, 2020

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Reporting Entity

Blanco County Emergency Services District No. 2 (the District) was created by election held in May 1989. The District operates under Article III, Section 48-e of the Texas Constitution and Chapter 775 of the Texas Health and Safety Code and is run by a Board of Commissioners appointed by the Blanco County Commissioners Court. The District's major activities include providing emergency services to the residents of and visitors to the district.

As required by U.S. generally accepted accounting principles, the financial statements of the reporting entity include those of the District (the primary government) and its component units. In evaluating how to define the District for financial reporting purposes, management has considered all potential component units. The decision to include a potential component unit in the reporting entity is made by applying the criteria set forth in U.S. generally accepted accounting principles. The basic, but not the only, criterion for including a potential component unit within the reporting entity is the governing body's ability to exercise oversight responsibility. The most significant indication of this ability is financial interdependency. Other indications of the ability to exercise oversight responsibility include, but are not limited to, the selection of governing authority, the designation of management, the ability to significantly influence operations, and accountability for fiscal matters. The other criterion used to evaluate potential component units for inclusion or exclusion from the reporting entity is the existence of special financing relationships, regardless of whether the District is able to exercise oversight responsibilities.

As required by the accounting principles generally accepted in the United States, these financial statements present the primary government and its component units, entities for which the government is considered to be financially accountable. Blended component units, although legally separate entities, are, in substance, part of the government's operations and so data from these units are combined with data of the primary government. Each included blended component unit listed below has a September 30 fiscal year-end.

Blanco County Emergency Services Auxiliary - is included as a component unit because of its operational and financial relationship with the District. The District appoints the members of the governing board, and the auxiliary was created by the District to provide support to the District and education to the community.

Notes to the Financial Statements

September 30, 2020

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Government-Wide Financial Statements

The reporting model includes financial statements prepared using full accrual accounting for all of the District's activities. This approach includes not just current assets and liabilities (such as cash and accounts payable) but also capital assets and long-term liabilities (such as buildings and infrastructure, and general obligation debt). Accrual accounting also reports all of the revenues and cost of providing services each year, not just those received or paid in the current year or soon thereafter.

Statement of Net Position

The Statement of Net Position is designed to display the financial position of the primary government (governmental activities) and its discretely presented component units, if any. Governments will report all capital assets, including infrastructure, in the government-wide Statement of Net Position and will report depreciation expense - the cost of "using up" capital assets - in the Statement of Activities. The net position of a government will be broken down into three categories - invested in capital assets, net of related debt; restricted; and unrestricted.

Statement of Activities

The government-wide Statement of Activities reports expenses and revenues in a format that focuses on the cost of each of the District's functions. The expense of individual functions is compared to the revenues generated directly by the function (for instance, through user charges or intergovernmental grants).

Fund Financial Statements

In the fund financial statements, financial transactions of the District are organized on the basis of funds, each of which is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, and revenues and expenditures. Government resources are allocated to, and accounted for, in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

Fund financial statements are provided for the government funds.

September 30, 2020

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

General Fund

The General Fund is the principal fund of the District which accounts for all financial transactions not accounted for in other funds. The District had no other funds for the year ended September 30, 2020.

Fund Balance Classification

In the fund financial statements, governmental funds report the following classifications of fund balance:

- Nonspendable includes amounts that cannot be spent because they are either not spendable in form or are legally or contractually required to be maintained intact.
- Restricted includes amounts restricted by external sources (creditors, laws of other governments, etc.) or by constitutional provision or enabling legislation.
- Committed includes amounts that can only be used for specific purposes. Committed fund balance is reported pursuant to ordinances passed by the Board, the Districts highest level of decision making authority. Commitments may be modified or rescinded only through ordinances approved by the District's Board.
- Assigned includes amounts that the District intends to use for a specific purpose, but do not meet the definition of restricted or committed fund balance.
- Unassigned includes amounts that have not been assigned to other funds or restricted, committed or assigned to a specific purpose within the General Fund. The District reports all amounts that meet the unrestricted General Fund Balance Policy as unassigned.

When an expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available, the District considers restricted funds to have been spent first. When an expenditure is incurred for which committed, assigned, or unassigned fund balances are available, the District considers amounts to have been spent first out of committed funds, then assigned funds, and finally unassigned funds, as needed.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

In fiscal year 2013, the District adopted a minimum fund balance policy. The policy requires the unassigned fund balance for future fiscal year ends to be at least equal to 25 percent of the total budget.

Budgetary Comparison Schedules

Demonstrating compliance with the adopted budget is an important component of a government's accountability to the public. Many citizens participate in one way or another in the process of establishing the annual operating budgets of state and local governments, and have a keen interest in following the actual financial progress of their governments over the course of the year. Many governments revise their original budgets over the course of the year for a variety of reasons. Under the GASB 34 reporting model, governments are required to provide the District's original budget with the comparison of final budget and actual results.

The budget is adopted by the Commissioners prior to the beginning of the fiscal year. Amendments, if any, are only made during the year with approval from the Commissioners.

Basis of Presentation

The accounting and financial reporting treatment is determined by the applicable measurement focus and basis of accounting. Measurement focus indicates the type of resources being measured, such as current financial resources or economic resources. The basis of accounting indicates the timing of transactions or events for recognition in the financial statements.

Government-Wide and Fund Accounting

The basic financial statements include both government-wide (based on the District as a whole) and fund financial statements. Both the government-wide and fund financial statements (within the basic financial statements) categorize primary activities as either governmental or business-type. As of September 30, 2020, the District had no business-type activities.

In the government-wide Statement of Net Position, the governmental column is to be presented on a consolidated basis, and is reflected, on a full accrual, economic resource basis, which incorporates long-term assets and receivables as well as long-term debt and obligations.

The government-wide Statement of Activities reflects both the gross and net cost per functional category (public safety), which are otherwise being supported by general government revenues (property and sales taxes, certain intergovernmental revenues, fines, permits and charges, etc.).

September 30, 2020

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

The Statement of Activities reduces gross expenses (including depreciation) by related program revenues, operating and capital grants, and contributions. The program revenues must be directly associated with the function (public safety). The operating grants include operating-specific and discretionary (either operating or capital) grants while the capital grants column reflects capital-specific grants. The District does not allocate indirect expenses.

Amounts reported as program revenues include (1) charges to customers or applicants for goods, services or privileges provided, (2) operating grants and contributions, and (3) capital grants and contributions, including special assessments. Internally dedicated resources are reported as general revenues rather than as program revenues. Likewise, general revenues include all taxes.

In the fund financial statements, financial transactions of the District are organized on the basis of funds, each of which is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, and revenues and expenditures. Government resources are allocated to, and accounted for, in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

The governmental fund financial statements are presented on a current financial resource and modified accrual basis of accounting. This is the manner in which these funds are normally budgeted. Since the governmental fund statements are presented on a different measurement focus and basis of accounting than the government-wide statements' governmental column, a reconciliation is presented which briefly explains the adjustment necessary to reconcile funds based on fund financial statements with the governmental column of the government-wide presentation.

The focus of the reporting model is on the District as a whole and the fund financial statements, including the major individual funds of the governmental category. Each presentation provides valuable information that can be analyzed and compared (between years and between governments) to enhance the usefulness of the information.

Basis of Accounting

Basis of accounting refers to the method by which revenues and expenditures are recognized in the accounts and reported in the financial statements. Basis of accounting relates to the timing of the measurements made, regardless of the measurement focus applied.

September 30, 2020

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

The government-wide statement of net position and statement of activities, are accounted for on a flow of economic resources measurement focus. With this measurement focus, all assets and all liabilities associated with the operation of these activities are included on the statement of net position.

All revenue and expenditure recognition for governmental funds are accounted for using the modified accrual basis of accounting. Only current assets and current liabilities are generally included on their balance sheets. Their reported fund balance (net current assets) is considered a measure of "available spendable resources." Governmental fund operating statements present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in net current assets. The District's revenues are recognized when they become measurable and available as current assets. Available means collectible within the current period or as soon enough thereafter to be used to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Penalties and interest, and miscellaneous revenues are recorded when received in cash because they are generally not measurable until actually received. Expenditures are generally recognized under the modified accrual basis of accounting when the related liability is incurred.

Estimates

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

Deposits and Investments

The District's investment guidelines are defined by a written investment policy that is approved by the District Board. In accordance with this policy, the investment funds are invested, and the investments of those funds managed, as a prudent investor would do, exercising reasonable care, skill and caution.

Inventories

Inventories consist of medical supplies on hand at year-end. Inventories are valued at cost based on the first-in, first out method.

September 30, 2020

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Capital Assets

Capital outlays are recorded as expenditures of the General Fund and as assets in the government-wide financial statements of the District. Depreciation is recorded on general fixed assets on a government-wide basis. All fixed assets are valued at historical cost or estimated historical cost if actual cost was not available. Donated fixed assets are valued at their estimated fair market value on the date donated. Depreciation is computed using the straight line method.

Maintenance, repairs, and minor equipment are charged to operations when incurred. Expenditures that materially change capacities or extend useful lives are capitalized. Upon sale or retirement of land, buildings, and equipment, the cost and related accumulated depreciation, if applicable, are eliminated from the respective accounts and any resulting gain or loss is included in the results of operations.

Estimated useful lives for depreciable assets are as follows:

Building and Improvements	40 years
Furniture and Fixtures	5 to 7 years
Machinery and Equipment	3 to 15 years
Vehicles and Equipment	5 to 15 years

Pensions

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

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position and/or balance sheet will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

September 30, 2020

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The District has the following items that qualify for reporting in these categories.

- <u>Deferred charges of refunding</u> A deferred charge of refunding results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt.
- <u>Pension contributions after measurement date</u> These contributions are deferred and recognized in the following fiscal year.
- <u>Difference in projected and actual earnings on pension assets</u> This difference is deferred and amortized over a closed five-year period.
- Difference in projected and actual experience and changes in assumptions for pension assets These differences are deferred and amortized over the average service life for all active,
 inactive, and retired members.

NOTE 2 - PROPERTY TAXES

The District's property tax is levied each October 1 on the assessed value listed as of the previous January 1 for all real property located in the District. The tax levy for October, 2019 was \$890,874.

The tax assessment of October 1, 2019 sets the tax levy at \$0.10 per \$100 of assessed valuation at 100 percent of market value.

Delinquent property taxes estimated to be the collectible within the next fiscal year are recognized as revenues. Other delinquent property taxes receivable at year end that are deemed to be ultimately collectible are recorded as deferred inflows of resources.

NOTE 3 - DEPOSITS AND INVESTMENTS

The District's deposits and investments at September 30, 2020 are comprised of demand deposits of \$1,707,763 and certificates of deposits in the amount of \$131,155.

Custodial Credit Risk: The custodial credit risk for deposits is the risk that, in the event of the failure of the depository financial institution, a government will not be able to recover deposits or will not be able to recover collateral securities that are in the possession of an outside party. The District's policy requires all deposits to be fully secured in accordance with Texas Government Code, Chapter 2257, by either surety bonds, letters of credit of the United States or its agencies and instrumentalities, or by eligible securities held by an independent third-party custodian. At September 30, 2020, all District cash balances were secured.

NOTE 4 - CHANGES IN CAPITAL ASSETS

Changes in governmental capital assets during the year ended September 30, 2020, were as follows:

	Balance			Balance
	October 1, 2019	Increase	es Decreases	September 30, 2020
Capital Assets Not Being Depreciated Land	\$ _109,817	\$	\$ 4	50 \$ 109,367
Other Capital Assets				
Furniture and fixtures	22,024		12,03	9,993
Machinery and equipment	690,960	87,	465 22,09	94 756,331
Buildings and improvements	2,848,310	71,	887 -	2,920,197
Vehicles and equipment	<u>1,526,427</u>	<u>160,</u>	452 77,50	00 1,609,379
Total Other Capital Assets	5,087,721	319,	804 111,62	25 5,295,900
Less accumulated depreciation	(<u>1,445,352</u>)	(316.	<u>208</u>) (<u>111,38</u>	85) (<u>1,650,175</u>)
Other Capital Assets, Net	3,642,369	_3,	596 2	40 3,645,725
Total Capital Assets, Net of Depreciation	on \$ <u>3,752,186</u>	\$ _3,	<u>596</u> \$ <u>6</u>	90 \$ 3,755,092

September 30, 2020

NOTE 4 - CHANGES IN CAPITAL ASSETS

Depreciation expense was charged to functions/programs of the primary government as follows:

Governmental Activities:

General government\$ 74,225Public safety - Fire154,010Public safety - EMS87,973

Total depreciation expense - Governmental Activities \$ 316,208

NOTE 5 - CHANGES IN NONCURRENT LIABILITIES

The following is a summary of noncurrent liability transactions during the year ended September 30, 2020:

	Balance October 1, 2019 Additions	Payments	Balance September 30, 2020
Building loan Cardiac monitors	\$ 2,333,266 \$ 123,641 <u>45,805</u>	\$ 70,551 22,903	\$ 2,386,356 22,902
Total	\$ <u>2,379,071</u> \$ <u>123,641</u>	\$ <u>93,454</u>	\$ 2,409,258
			Principal Balance

Payee and Terms

Government Capital Corporation, loan to provide for the refinance of the original construction loan for the new building. The loan was originated on August 28, 2020. Payable in monthly installments of \$14,328 (including interest at 2.749%) beginning October 2020 through April 2038. Secured by future property tax collections.

\$ 2,386,356

September 30, 2020

NOTE 5 - CHANGES IN NONCURRENT LIABILITIES (Continued)

Stryker assumed loans from Blanco County Volunteer Ambulance Corps, for cardiac monitors, payable in annual installments of \$22,902 including interest at zero percent, the balance due August, 2021, secured by the monitors.

22,902

Total non-current liabilities Less current portion

2,409,258 (130,588)

Total Long-Term Debt

\$ 2,278,670

Annual payments required to amortize all long-term debt outstanding as of September 30, 2020 including interest payments, are as follows:

Year Ending				
September 30,	Principal	<u>Interest</u>		<u>Total</u>
2021	\$ 130,588	\$ 64,251	\$	194,839
2022	110,684	61,253		171,937
2023	113,765	58,172		171,937
2024	116,932	55,005		171,937
2025	120,187	51,749		171,936
2026 to 2030	653,027	206,656		859,683
2031 to 2035	749,130	110,554		859,684
2036 to 2038	414,945	14,896	S=	429,841
	\$ 2,409,258	\$ 622,536	\$:	3,031,794

NOTE 6 - PENSION PLAN

Plan Description

The District provides retirement, disability, and death benefits for all of its full-time employees through a nontraditional defined benefit pension plan in the state-wide Texas County and District Retirement System (TCDRS). The Board of Trustees of TCDRS is responsible for the administration of the state-wide agent multiple-employer, public employee retirement system consisting of over 800 active participating counties and districts throughout Texas. TCDRS in the aggregate issues a comprehensive annual financial report (CAFR) on a calendar year basis. The CAFR is available upon written request from the TCDRS Board of Trustees at P.O. Box 2034, Austin, Texas 78768-2034 or at www.tcdrs.org.

September 30, 2020

NOTE 6 - PENSION PLAN (Continued)

Benefits Provided

The plan provisions are adopted by the governing body of the District, within the options available in the Texas state statutes governing TCDRS (TCDRS Act). Members can retire at ages 60 and above with 10 or more years of service or with 30 years of service regardless of age or when the sum of their age and years of service equals 80 or more. Members are vested after 10 years but must leave their accumulated contributions in the plan to receive any employer-financed benefit. Members who withdraw their personal contributions in a lump-sum are not entitled to any amounts contributed by their employer.

Benefit amounts are determined by the sum of the employee's contributions to the plan, with interest, and employer-financed monetary credits. The level of these monetary credits is adopted by the governing body of the employer within the actuarial constraints imposed by the TCDRS Act so that the resulting benefits can be expected to be adequately financed by the employer's commitment to contribute. At retirement, or death, or disability, the benefit is calculated by converting the sum of the employee's accumulated deposits and the employer-financed monetary credits to a monthly annuity using annuity purchase rates prescribed by the TCDRS Act. There are no automatic post-employment benefit changes; including automatic COLAs. Ad hoc post-employment benefit changes, including ad hoc COLAs, can be granted by the District's Board within certain guidelines.

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

Inactive Employees Accounts:	
Receiving benefits	0
Entitled to but not yet receiving benefits	3
Active employees	24

Contributions

The District has elected the annually determined contribution rate (Variable-Rate) plan provisions of the TCDRS Act. The plan is funded by monthly contributions from both employee members and the District based on the covered payroll of employee members. Under the TCDRS Act, the contribution rate of the District is actuarially determined annually. The employee contribution rate and the employer contribution rate may be changed by the governing body of the District within the options available in the TCDRS Act.

September 30, 2020

NOTE 6 - PENSION PLAN (Continued)

	Contribution Rates				
	<u>2020</u>	<u>2019</u>			
Member	4%	4%			
Employers	1.63%				
Fiscal year Employer Contributions	\$ 7,634 \$	7,286			
Fiscal year Member Contributions	\$ 18,976 \$	14,741			

Actuarial Assumptions

The total pension liability in the December 31, 2019 actuarial valuation was determined using the following actuarial assumptions:

Valuation Timing	Actuarially determi	ined contribution rates are calculated or
	1 100000110111	med commended in the carearated o

a calendar year basis as of December 31, two years prior to the end of the fiscal year in which the contributions are

reported.

Actuarial Cost Method Entry Age Normal

Amortization Method Recognition of economic/ demographic gains or losses

Recognition of assumptions and

Recognition of assumptions an

changes or inputs Asset Valuation Method

Asset variation ivietiou

Smoothing period

Recognition method

Corridor Inflation

Salary Increases

Investment Rate of Return Cost-Of-Living Adjustments

Straight-line amortization over expected working life

Straight-line amortization over expected working life

5 years

Non-asymptotic

None 2.75%

Varies by age and service 3.25% average over career

including inflation.

8.10% (Gross of administrative expenses)

Cost-of-Living Adjustments for Blanco County

Emergency Services District #2 are not considered to be substantively automatic under GASB 68. Therefore, no assumption for future cost-of-living adjustments is included in the GASB calculations. No assumption for future cost-of-living adjustments is included in the funding

valuation.

Blanco County Emergency Services District No. 2

Notes to the Financial Statements

September 30, 2020

NOTE 6 - PENSION PLAN (Continued)

Retirement Age Members who are eligible for service retirement are

assumed to commence receiving benefit payments based

on age.

Turnover New employees are assumed to replace any terminated

members and have similar entry ages.

Mortality Based on RP-2014 mortality tables.

The actuarial assumptions were developed from an actuarial experience investigation of TCDRS over the year 2013 - 2016. Assumptions were recommended by Milliman, Inc., adopted by the TCDRS Board of Trustees in 2019 and first used in the December 31, 2019 actuarial valuation.

Net Pension Liability

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

Discount Rate

The discount rate used to measure the total pension liability was 8.1%. This rate reflects the long-term rate of return funding valuation assumption of 8.00%, plus 0.10% adjustment to be gross of administrative expenses as required by GASB 68. The Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active, inactive, and retired members. Therefore the discount rate for calculation the total pension liability is equal to the long-term expected rate of return, and the municipal bond rate does not apply.

There was no change in the discount rate since the previous year.

In order to determine the discount rate to be used, we have used an alternative method to determine the sufficiency of the fiduciary net position in all future years. This alternative method reflects the funding requirement under our funding policy and the legal requirements under the TCDRS Act.

September 30, 2020

NOTE 6 - PENSION PLAN (Continued)

- TCDRS has a funding policy where the Unfunded Actuarial Accrued Liability (UALL) shall be amortized as a level percent of pay over 20-year closed layered periods.
- 2. Under the TCDRS Act, the employer is legally required to make the contribution specified in the funding policy.
- The employer's assets are projected to exceed its accrued liabilities in 20 years or less. When this point is reached, the employer is still required to contribute at least the normal cost.
- 4. Any increased cost due to the adoption of a cost-of-living adjustment is required to be funded over a period of 15 years, if applicable.

Based on the above, the projected fiduciary net position is determine to be sufficient compared to projected benefit payments. Based on the expected level of cash flows and investment returns to the system, the fiduciary net position as a percentage of total pension liability is projected to increase from its current level in future years.

Since the projected fiduciary net position is projected to be sufficient to pay projected benefit payments in all future years, the discount rate for purposes of calculating the total pension liability and net pension liability of the employer is equal to the long-term assumed rate of return on investments. This long-term assumed rate of return should be net of investment expenses, but gross of administrative expenses for GASB 68 purposes. Therefore, we have used a discount rate of 8.10%. This rate reflects the long-term assumed rate of return on assets for funding purposes of 8.0%, net of all expenses, increased by 0.10% to be gross of administrative expenses.

The long-term expected rate of return on TCDRS assets is determined by adding expected inflation to expected long-term real returns, and reflecting expected volatility and correlation. The capital market assumptions and information shown below are provided by TCDRS' investment consultant, Cliffwater LLC. The numbers shown are based on January 2018 information for a 10 year time horizon.

Note that the valuation assumption for long-term expected return is re-assessed at a minimum of every four years, and is based on a 30-year time horizon; the most recent analysis was performed in 2018 based on the period January 1, 2013 - December 31, 2016.

September 30, 2020

NOTE 6 - PENSION PLAN (Continued)

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

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pension

At September 30, 2020, the District reported a net pension liability of \$96 measured at December 31, 2019. For the year ended September 30, 2020, the District recognized pension expense of \$5,682.

There were no changes of assumptions or other inputs and affected measurement of the total pension liability during the measurement period.

September 30, 2020

NOTE 6 - PENSION PLAN (Continued)

Changes in the net pension liability for the measurement year ended December 31, 2019 are as follows:

Changes in Net Pension Liability/(Asset)	Total Pension Liability (a)		Fiduciary Net Position (b)		Net Pensio Liability/(As (a) - (b)	
Balances as of December 31, 2018	\$	5,803	\$	6,046	\$	(243)
Changes for the year:						
Service cost		22,260				22,260
Interest on total pension liability		2,273				2,273
Effect of plan changes		-		-		2
Effect on economic/demographic gains or losses		2,900		02		2,900
Effect on assumptions changes or inputs		743		0.21		<u>~</u>
Refund of contributions		-		(1 <u>2</u>)		2
Benefit payments		(<u>-</u>)		(12)		14
Administrative expenses				(25)		25
Member contributions		3₩3		18,221		(18,221)
Net investment income		363		967		(967)
Employer contributions		: ⊕ :		7,061		(7,061)
Other		<u></u>		870		(870)
Balances as of December 31, 2019	\$	33,236	\$	33,140	\$	96

Sensitivity Analysis

The following presents the net pension liability of the District, calculated using the discount rate of 8.10%, as well as what the Blanco Emergency Services District No. 2 net pension liability would be if it were calculated using a discount rate that is 1 percentage point lower (7.10%) or 1 percentage point higher (9.10%) than the current rate.

	1%		Current			1%
	Dec	Decrease		count Rate	3	Increase
	_7	.10%		8.10%		9.10%
	_		_		_	
Total pension liability	\$	41,143	\$	33,236	\$	27,084
Fiduciary net position		33,140		33,140		33,140
Net pension liability / (Asset)	\$	8,003	\$	96	\$	(6,056)

Blanco Emergency Services District No. 2

Notes to the Financial Statements

September 30, 2020

NOTE 6 - PENSION PLAN (Continued)

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

	Deferr	ed	Inflows	Defer	red O	utflows
	<u>of</u>	Re	sources		of Res	ources
Differences between expected and actual experience	•	\$	387		\$	2,658
Changes in assumptions			3			•
Net difference between projected and actual earning	S		2			551
Contributions made subsequent to measurement dat	e		N/A			5,712

The \$5,712 reported as deferred outflows of resources related to pensions resulting from contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability for the year ended September 30, 2021.

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

Year ended December 31:	
2020	\$ 350
2021	350
2022	348
2023	315
2024	203
Thereafter	1,256

NOTE 8 - SUBSEQUENT EVENTS

The District did not have any subsequent events through February 20, 2021, which is the date the financial statements were available to be issued for events requiring recording or disclosure in the financial statements for the fiscal year ended September 30, 2020.

REQUIRED SUPPLEMENTARY INFORMATION

Blanco County Emergency Services District No. 2

Budgetary Comparison Schedule

For the Year Ended September 30, 2020

	General Fund						
	Buc Original	dge	et	Actua	al Amounts	Fii	riance with nal Budget Positive Negative)
Revenues							
Billing revenues	\$,	\$	269,995	\$	314,157	\$	44,162
Contributions	79,000		79,000		280,164		201,164
Grants	-		127		64,480		64,480
Interest income	~				8,013		8,013
Miscellaneous revenue	19,294		19,294		52		(19,242)
Property taxes	890,985		890,985		907,674		16,689
Sales taxes	_109,200		109,200		211,525	-	102,325
Total Revenues	1,368,474		1.368,474		1,786,065	-	417.591
Expenditures							
Audit and accounting	9,300		9,300		9,364		(64)
Capital outlay	226,140		226,140		319,991		(93,851)
Debt service	221,700		221,700		199,410		22,290
Equipment and supplies	79,153		75,153		61,870		13,283
Fundraising and miscellaneous	510		510		331		179
Human resources and development	626,916		624,916		611,871		13,045
Insurance	126,820		126,820		107,203		19,617
Office and administration	64,036		62,036		55,768		6,268
Station expenses	50,495		44,495		35,814		8,681
Vehicle expenses	44,898		58,898		57,954		944
Total Expenditures	1.449,968		1,449,968		1,459,576		<u>(9,608</u>)
Excess (Deficiencies) of Revenues Over (Under) Expenditures	(81,494)		(81,494)	326,489		407,983
Other Financing Sources (Uses): Loan proceeds	(4)				_123.641		123,641
Total Other Financing Sources (Uses)					123,641		123.641
Excess (Deficiencies) of Revenues and Other Sources Over Expenditures and Other (Uses)	\$ (81,494)	\$	(81,494)	450,130	\$	531,624
Fund Balance, Beginning of Year					1,224,132		
Fund Balance, End of Year				\$	1.674,262		

Blanco County Emergency Services District No. 2 Schedule of Changes in Net Pension Liability and Related Ratios

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

Blanco County Emergency Services District No. 2

Schedule of Employer Contributions

Year Ending December 31	Actuarially Determined Contribution	Actual Employer Contribution	Contribution Deficiency (Excess)	Pensionable Covered Payroll(1)	Actual Contribution as a % of Covered Payroll
2010	76				
2011	(#:		900	#	345
2012	35			素	1#7
2013	100	9	•	9	50
2014	28	·	{ ⊕ ?	¥	: ₩
2015	792		:⊛:	*	(₩0)
2016	(-		(=)	.	121
2017	% ≅ 1	¥		12:	53 0
2018	1,623	1,623		104,735	1.6%
2019	7,061	7,061		455,535	1.6%

⁽¹⁾ Payroll is calculated based on contributions as reported to TCDRS.

Notes to Schedule

Valuation Date: Actuarially determined contribution rates are calculated each December 31, two

years prior to the end of the fiscal year in which contributions are reported.

Methods and assumptions used to determine contribution rates:

Actuarial Cost Method Entry Age

Amortization Method Level percentage of payroll, closed

Remaining Amortization Period 19.7 years (based on contribution rate calculated in 12/31/19 valuation)

Asset Valuation Method 5-year smoothed market

Inflation 2.75%

Salary Increases Varies by age and service. 4.9% average over career including inflation.

Investment rate of Return 8.00%, net of investment expenses, including inflation.

Retirement Age Members who are eligible for service retirement are assumed to commence

receiving benefit payments based on age. The average age of service retirement

for recent retirees is 61.

Mortality 130% of the RP-2014 Healthy Annuitant Mortality Table for males and 110% of

the RP-2014 Healthy Annuitant Mortality Table for Females, both projected with

110% of the MP-2014 Ultimate Scale after 2014.

Blanco County Emergency Services District No. 2

Schedule of Employer Contributions (Continued)

Changes in Assumption and	2015:
Methods Reflected in the Schedule	2017:
of Employer Contributions	

2015: New inflation, mortality, and other assumptions were reflected.

2017: New mortality assumptions were reflected.

Changes in Plan Provision Reflected in the Schedule of Employer Contributions

2015: No changes to plan provisions were reflected in the schedule. 2016: No changes to plan provisions were reflected in the schedule.

2017: New Annuity Purchase Rates were reflected for benefits earned after 2017.

2018: Employer contributions reflect that the member contribution rate was increased to 7% and the current service matching rate was increased to 200% for future benefits.

2019: No changes to plan provisions were reflected in the schedule.





Traditional Election Day Polling Sites vs Vote Centers

Traditional Election Day Polling Sites

Currently, polling sites accommodate one precinct only. Voters must go to the location where their precinct is required to vote.

VS.

Vote Centers

Each polling site accommodates all precincts – just like early voting. Blanco County voters can vote at any polling location within the county. Simply stated, there would be no wrong place to vote.

2



Vote Center Requirements

Minimum Requirements:

- Exclusive use of a voting system that consists of (1) a ballot marking device, and (2) a precinct ballot counter, both pieces of equipment are used together in one polling place, and both pieces of equipment have been certified by the EAC.
- Electronic Poll Book with instantaneous voter verification
- Public hearing to inform and solicit opinions from voters, minority organizations and other interested parties

3



Next Steps...

- File Notice of Intent to Participate with SOS
- Obtain Commissioners Court approval
- Schedule the Public Hearing
- Conduct the Public Hearing
- Prepare our application for participation

л



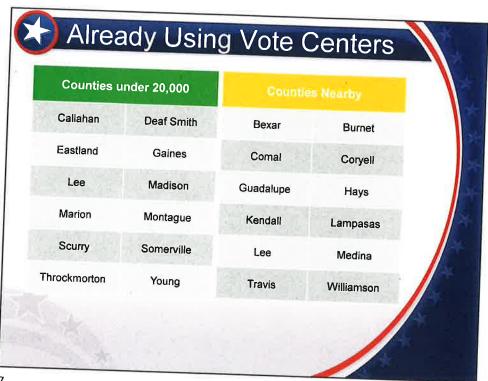
What else needs to be included in our application:

- Letters of Support
- Provide information from the Public Hearing
- Include Communication plan to inform voters
- Methodology for placement of polling locations
- Methodology for selection of Election Judges
- Develop plan with local political subdivisions regarding joint elections

5

Cou	inties under 1	00,000	Соц		0.000
Aransas	Callahan	Coryell	Brazoria	Brazos	Collin
eaf Smith	DeWitt	Eastland	Ector	Fort Bend	Galveston
Erath	Floyd	Gaines	Grayson	Gregg	Guadalupe
Grimes	Hood	Hopkins	Hidalgo	Jefferson	Kaufman
Jack	Lampasas	Lee	Lubbock	McLennan	Midland
Madison	Medina	Milam	Nueces	Parker	Potter
lontague	Navarro	Palo Pinto	Randall	Smith	
Rusk	San Jacinto	San Patricio	Tom Green	Travis	Taylor
Swisher	Throckmorton	Upshur	Williamson	Travis	Wichita
/ictoria	Wharton	Young			

6



7



Advantages of Vote Centers

- Voter Convenience citizens can vote near home, work or school
- Elimination of Voter Confusion no "wrong location" to vote on Election Day
- Voter Turnout Convenience of voting WILL increase voter turnout
- Eliminates the need for a provisional ballot if a voter is at the wrong precinct. (Currently, if a voter votes at their wrong precinct, their ballot is not accepted for counting.)

R



Vote Center Sites

By Precinct:

102 – First Baptist Church Blanco

201 – Good Shepherd Catholic Church Johnson City

302 – Blanco County Courthouse Annex Hoppe Room Johnson City

> 303 – Round Mountain Fire Department Round Mountain (pending approval)

401 – Blanco County South Annex Blanco

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Vote Center Sites

For the first election, we will have 1 voting location in each precinct. Once voting patterns are determined, we would reduce our locations by cutting out those locations that are underutilized.

Under the Countywide Polling Place Program, counties can decrease the number of election day locations by 50% once they have been designated as "successful". More than likely, we will end up with 3 sites as time progresses.

Future Cost Savings – If the number of locations are reduced in the future, there would be fewer locations to staff and more available equipment to use in the more populated sites.



Vote Center - Frequently Asked Questions

What keeps me from voting twice?

The Blanco County poll book links every Vote Center together via a virtual private network. When you check in at one Vote Center, your record is instantly updated to reflect that you checked in and voted. If you tried to vote at another location, the system would not allow you to vote twice.

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Vote Center - Frequently Asked Questions

How does the voting machine give me the correct ballot for all the various jurisdictions?

It is just like early voting. There are many different ballot styles for each election and the election worker is given the information after the voter checks in and will bring up the voter's correct ballot.

12

Timeline

- March 9, 2021: Court Votes
- April 13, 2021: Conduct Public Hearing
- Apply to Secretary of State (Deadline: July 26, 2021)
- August 24, 2021: Deadline for Secretary of State to approve proposed local plans for the countywide program
- December 2, 2021: Deadline for county Tax Assessor Collector to submit election report to Secretary of State

13



February 24, 2021

Commissioner Emil Uecker Blanco County 304 South US Highway 281 Johnson City, Texas 78636

Phone: (830) 868-4471

E-Mail: blcomm2@co.blanco.tx.us

Re: Proposal for Construction Bid Documents & Observation Services

Odiorne Road TxDOT Grant Project Johnson City, Blanco County, Texas

Proposal: RB-804-001

Dear Commissioner Uecker,

Doucet & Associates, Inc. (D&A) is pleased to submit this proposal for bid package preparation and construction observation services for the Odiorne Road improvements that are associated with the County Transportation Infrastructure Fund Grant. This proposal includes recommendations for sections of the existing roadway subgrade to be widen, limestone base material installations with density testing along with adding extensions to the existing culverts and pave the finished base surface with a two-course chip seal installation. The bid package will include the proposed project improvements that were recommended by Blanco County and are to be listed in a bid tab format and recommendations for improvements are to be to the Blanco County requirements and TxDOT specifications if not covered under the Blanco County requirements whichever is more stringent. An environmental assessment of the proposed project was requested by the County not to be included along with a SWPPP, any drainage analyses or engineering recommendations. Please review this proposal and its attachments and, if acceptable to you, sign it and return to the undersigned.

PROJECT

The Odiorne Road improvements are to be being constructed off Highway 290 South of Johnson City in Blanco County, Texas. The existing roadway to be improved is approximately 5,515 feet in length starting at the existing cattle guard which is to remain and stops about 85' short of the existing east end of County maintained roadway. The finished pavement section is to be 22-foot-wide with exception to a 250-foot-long section that will only be improved to a 20-foot-wide pavement section after re-grading the ditch lines. Extensions are added to the existing culverts and the reworking of the subgrade sections with additional base material added. The Blanco County Commissioner, Emil Uecker, has requested that the installation of the base materials for the roadway be tested by a third-party laboratory under the direction of Ron Bischoff, Sr. Construction Services Manager, with Doucet & Associates (D&A). Commissioner Uecker will also be available during the roadway construction activities for primary verification that the installations are to the Blanco County Development Rules & Regulations and recommendations. D&A has included in this proposal the preparation of a bid package to be forwarded to Blanco County for distributed to the bidding Contractor's and to be used as the Bid Document. This proposal also includes site visits for verification of existing conditions for the bid preparation and for the base materials testing after installation. Any additional visits or retests will be billed accordingly on a time and material basis:

 Bid Package preparation including site visits for observations of existing conditions and listing of items of work to be bid by contractors.

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- Density Testing shall be by a licensed testing lab for the finished flexible base material. The base material shall be finished to final grade, compacted and tested to not less than 100% density as determined by TxDOT Test Method Tex-113-E. Frequency of testing shall be no less than one (1) density test per every 500 feet of roadway installation.
- If Contractor or quarry does not provide Proctor results for the subgrade and base material installed or to be installed, such tests will need to be run to determine minimum weight as to verify the compaction requirement.
- On completion of the project, a final inspection report including observations and density reports will be submitted to the County as evidence of inspections as required by the Grant. This is required to be submitted to the State within 30 days after inspections are completed.
- All required proctors, density testing services as referenced above, if not provided by the County or contractor as required, can be provided by D&A using a licensed independent testing lab and shall be reimbursed for those costs at the independent's lab's testing Cost+15%.

Attached to this letter proposal are the Scope of Services and Compensation, a fee schedule (A) and general terms and conditions (B). If you agree to the terms set forth in the proposal and the attachments, please sign the proposal below and return one (1) copy to D&A for our files. If you have any questions regarding this proposal and the attachments, please feel free to contact me.

We appreciate the opportunity to provide this proposal and look forward to working with you and the rest of your team.

Sincerely,

Ron Bischoff

Senior Construction Services Manager

TBPE Firm# 3937

TBPLS Firm# 10105800

Keith E. Young, P.E.
Vice President/Director of Engineering Services



APPROVAL

Terms and Conditions of Letter Proposal and Atta	
Agreed to this day of	, 2021.
Blanco County	
Ву:	
Name:	



SCOPE OF SERVICES

Based on our understanding of your needs at this time and the current status of this project, we propose to provide the following specific services:

I. Bid Documents Preparation

Doucet and Associates will provide an itemized bid tab specifying the work to be performed on Odiorne Road by the bidding contractors. We have budgeted approximately 30 hours for bid preparation, three (3) hours for a survey specialist for plan sheet layout and topo map. A bid review is not included in this proposal, but D&A can participate on time and material basis if directed to do so by the County.

II. Construction Observation

- 1. D&A will provide construction observation services, as requested by the County, contractor and as needed per Grant requirements. We have also budgeted approximately 10 hours for (1) site visit totaling five (5) to seven (7) hours per visit and three (3) hours to complete a report and schedule testing lab for the density testing.
- 2. The total for bid preparation and construction observation, travel and reporting time is anticipated to be about 43 hours. D&A has currently budgeted \$6,650 for our bid preparation, construction observations, reporting and mileage.

Upon notice to proceed, D&A will complete the bid documents. During the construction phase D&A will make one (1) construction observation visit after the base installation has been completed with the testing lab on site. The observation visit will only be to determine that the base materials are installed, completed in accordance with the plans and County specifications (as referenced in the cover letter) and prepare an observation report. Reports will include the density testing results and any comments observed. The report documents will be forwarded to the County as record of evidence of these installations and acceptance.

III. Reimbursables/Reproduction

1. Direct non-salary expenses incurred and not applicable to general overhead are billed at cost plus 15% for administrative and handling charges. Please note that physical backup for reimbursable expenses will not be included with invoices unless a written request to do so is submitted to D&A's accounting department.

Reimbursable Expenses include, but are not limited to, the following:

Travel and lodging, including out of town transportation by D&A's vehicles at standard rates; mail, delivery, courier and express charges; legal and accounting fees (including attorney's fees charged by D&A's attorney for review or negotiation of any certificates or similar documents requested by Client or a lender doing business with Client); in-house reproduction costs (to be charged at prevailing



commercial rates); subconsultants; photographs; environmental fees; late fees caused by Client; charges incurred in stopping or resuming work in accordance with this Agreement; use or rental of special equipment or instruments and other direct non-salary expenses necessary to complete the contract.



COMPENSATION

Client will pay D&A for the Services in accordance with the Fee Schedule and General Terms and Conditions attached hereto. If this agreement is not executed by Client within 30 days of the date of this proposal, D&A reserves the right to renegotiate the estimated fees. The estimated cost of the Services and basis of payment is as follows:

tem		Fee Basis		Fee	Task			
I. Bid Preparation and Construction Observations								
		Hourly*	!	\$ 6,650	600			
II.	Density Testing							
	If not provided and paid for by the Owner or Contractor	Est. Cost+15%		\$ 1,460	801			
		T	otal	\$ 8,110				
III.	Reimbursables/Reproduction							
	1	Cost+15%		Cost+15%	900			

^{*} Preliminary budget amount, in accordance with our Standard Labor Schedule.

Please note that the above fees are based on a smooth project implementation and have assumed no major changes to the project after we begin final design and preparation of the design drawings, details and bid documents for this project. Fees shown for the hourly basis elements are provided as an estimate based on currently available information and understanding of the scope of service. Invoices will reflect the actual time and material costs incurred up to the maximum amount authorized. The maximum budgeted cost will not be exceeded without the Client's prior approval and executed Change Order. Work provided outside the above scope of services will be billed as an additional service once approved in writing by your office.

ASSUMPTIONS

In preparing this proposal, we have made the following assumptions:

- No surveying services are included.
- No Critical environmental issues discovered or encountered during construction.
- Geotechnical or density testing estimated cost unless testing is provided by Owner or Contractor.
 Amount shown does not including any re-testing fees.



- This proposal only includes those items specifically identified in the scope of services above.
 Additional services required by the Client that are not outlined above, will be billed to Client based on written amendments to this contract.
- This proposal does not include any fees related to County or other agency reviews, as such all governmental and review fees will be paid by the Client.
- This proposal does not include geo-technical site investigations, environmental assessment,
 SWPPP, traffic or drainage analysis or engineering, structural engineering, landscape architecture,
 Flood Studies or mapping or coordination with respective consultants.
- If work is suspended for any reason for more than two (2) months, the fee for remaining work may be re-negotiated.



Schedule A

Doucet & Associates 2020 Fee Schedule (effective 3/30/2020)

Personnel	Hourly Fee	Personnel	Hourly Fee	
Principal Engineer (PE)	\$250.00	Principal Surveyor (RPLS)	\$250.00	
Senior Project Manager	\$230.00	Project Manager (RPLS)	\$210.00	
Project Manager	\$200.00	Project Coordinator	\$140.00	
Senior Project Engineer (PE)	\$185.00	Survey Specialist	\$130.00	
Project Engineer III	\$170.00	Survey Technician	\$105.00	
Project Engineer II	\$160.00	GIS Specialist	\$130.00	
Project Engineer I	\$145.00	GIS Technician	\$100.00	
Engineer Associate II	\$130.00	LiDAR Specialist	\$130.00	
Engineer Associate I	\$115.00	LiDAR Technician	\$100.00	
Sr. Construction Manager	\$150.00	Aerial Mapping Specialist	\$130.00	
Construction Manager	\$110.00	Aerial Mapping Technician	\$100.00	
Program Manager	\$110.00	Utility Specialist	\$130.00	
Sr. Civil Technician	\$140.00	Utility Technician	\$100.00	
Civil Technician	\$125.00	Field Coordinator	\$140.00	
Assistant Civil Technician	\$115.00	Field Specialist	\$110.00	
		Crew of 1	\$115.00	
Senior Planner (AICP)	\$170.00	Crew of 2	\$160.00	
Project Planner	\$155.00	Crew of 3	\$210.00	
Staff Planner	\$115.00	Division Administrator	\$100.00	
Planning Technician	\$105.00	LiDAR Scanner	\$100.00/h	
		Drone	\$600.00/h	
Sr. Operations Assistant	\$100.00	Ground Targets	\$25/ea	
Operations Assistant	\$ 75.00	Concrete Monuments	\$250/ea	
		ATV/Boat/Sonar	\$100/day	
Expert Witness	\$525.00	Mileage	Current IR: rate	

D&A reserves the right to periodically adjust our fee schedule.



General Terms and Conditions

These General Terms and Conditions are a part of the letter proposal RB-804-001 dated February 24, 2021, from Doucet & Associates, Inc. ("D&A") to Blanco County ("Client") and shall govern all services described in the letter proposal ("Basic Services") or any other services rendered by Engineer to Client ("Additional Services") (the Basic Services and Additional Services are referred to collectively as the "Services").

Article 1. Compensation

- 1.1 Agreement to Hire. Client hires D&A to perform the Services on the Property described in the Letter Proposal (the "Property") pursuant to the terms of this Agreement. This Agreement is comprised of the Letter Proposal, Fee Schedule and these General Terms and Conditions. The term of the Agreement shall commence on the date Client signs the Letter Proposal and terminate on the date the Services are completed or the date this Agreement is otherwise terminated in accordance with its terms.
- Agreement to Pay. Client agrees to pay D&A for the Basic Services, Additional Services and Reimbursable Expenses in accordance with this Agreement. The charge for Additional Services shall be based on actual hours expended and quantities used. The amounts set forth in the Letter Proposal are estimates only and actual charges may vary. D&A reserves the right to periodically adjust our fee schedule. In addition to all fees for services, Client agrees to pay all collection charges if D&A is compelled to seek collection of the fees charged for Basic and Additional Services and Reimbursable Expenses through a collection agency or through an attorney. Collection charges includes all fees paid to any professional for collection of delinquent Fees, all court costs, travel expenses, and other costs incurred by D&A in collection of delinquent fees and expenses due to D&A under this Agreement.
- 1.3 <u>Change Orders.</u> Client, without invalidating this Agreement, may request changes to the scope of Services by altering or adding to the Services to be performed and any such changes shall be performed subject to this Agreement. Unless D&A specifies otherwise, the charges for such changed Services shall be based on actual hours expended and quantities used in accordance with the Fee Schedule. Client, by requesting a change order, agrees to pay such additional or changed charges.
- 1.4 <u>Invoices</u>. D&A will submit invoices to Client on a monthly basis or upon completion of the Services. Client agrees to pay D&A upon receipt of invoice. Client agrees to pay a charge of 1.5% per month on all invoiced amounts after thirty days, retroactive to the date of invoice. Interest on unpaid invoices shall not exceed the maximum amount of interest allowed by law and any interest in excess of this amount shall be credited to unpaid invoices or, if they have been paid, refunded.
- 1.5 <u>Suspension of Work</u>. If Client does not pay any invoiced amount within thirty days from the date of invoice, or otherwise fails to perform any obligation under this Agreement, D&A shall have the right, upon three days written notice to Client, to stop performance of the Services.

Article 2. Duties



- 2.1 <u>Access</u>. Client will provide D&A with access to the Property or to any other site as required by Client for performance of the Services.
- 2.2 <u>Client-furnished Data</u>. Client will provide to D&A all plans and other information in Client's possession that relates to D&A's performance of the Services. This information will include known site hazards, location of utilities, prior surveys, plats, any hazardous materials in or around the site, location of underground structures or storage tanks. Client acknowledges that D&A will rely on the accuracy, timeliness and completeness of the information provided by the Client or any of Client's contractors or consultants. Client agrees, to the fullest extent permitted by law, to waive all claims and causes of action against D&A and to indemnify, and hold harmless D&A, its directors, partners, employees and subcontractors from any damages, liabilities or costs, including attorneys' fees, experts' fees and defense costs, for any property damage, injury or economic loss arising or allegedly arising from inaccuracy of information provided to D&A by the Client.
- 2.3 Other Information. D&A will rely upon commonly used sources of data, including database searches and agency contacts. D&A does not warranty the accuracy of the information obtained from those sources and has not been requested to independently verify such information.
- 2.4 <u>Permits</u>. Except as expressly provided in the Letter Proposal, Client is responsible for obtaining and complying with all required permits or other approvals of, and for giving any required notices to, all governmental and quasi-governmental authorities having jurisdiction over the Services or the Property. Upon request, Client will provide D&A evidence satisfactory to D&A that all required permits or other approvals have been obtained and that all required notices have been given, including copies of such permits or notices.
- 2.5 Ownership of Documents. All designs, drawings, engineering reports, specifications and other documents generated or produced during the term of this Agreement, whether in electronic form, print, or any other fixed media, are work product of D&A and are the sole and exclusive property of D&A. The work product of D&A described in the preceding sentence is licensed to Client for the sole purposes of the Project, and may not be used by any third party for any purpose, nor by Client for any purpose other than as set out in this Agreement. Client may not modify, amend, change or alter any of D&A's work product. If Client makes any modification, alteration, addition or change to D&A's work product without the specific agreement of D&A, any warranty issued by D&A for work completed with the altered documents is withdrawn by D&A. Client acknowledges and agrees that if it modifies, alters, or changes the D&A work product without the consultation and written consent of D&A that D&A is relieved of any liability caused by that modification, change or alteration, and that Client will indemnify and hold D&A harmless from any claims, lawsuits, damages, losses and causes of action asserted by any third party against D&A, including costs of defense and attorney's fees.
- Lender Certificates. In the event a third party, such as a lender or subsequent purchaser of the Property, seeks assignment of any instruments of service prepared by D&A, or requests that D&A make independent certifications in favor of such third party, then D&A, as a condition to such assignment or certification may require: (a) payment in full of all outstanding charges then due from Client, (b) reimbursement for all costs and fees incurred by D&A (including attorney's fees) in reviewing associated documents, (c) a reasonable administrative fee in an amount determined by D&A, (d) reasonable time to review any associated documents, but no less than seven (7) days, (e) D&A may limit its certification to such third party to a statement confirming that all certifications made on

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the instruments of service, if any, remain true and correct and (f) any other assurances reasonably determined by D&A.

- 2.7 <u>Reporting Obligations</u>. Client has responsibility for complying with all legal reporting obligations, including but not limited to spill reporting. Nothing in the Agreement precludes D&A from providing any notices or reports that it may be required by law to give to governmental entities.
- Environmental and Compliance with Laws. Client represents to D&A that the Property is and will remain in compliance with all-environmental, health and safety laws, regulations and ordinances ("Laws"). Client is solely responsible for all matters relating to soils testing, other subsurface investigations, the presence and disposal of any hazardous materials in, under or around the Property, and any other environmental conditions of the Property and any structures located on the Property. Client is the owner of and has responsibility for any waste materials on the Property or generated in the performance of the Services, including samples collected for testing. Client agrees to indemnify and hold harmless D&A, its officers, partners, employees, and subcontractors from all claims, damages, losses, and costs, including, but not limited to, litigation expenses and attorney's fees, arising out of or related to the presence of any hazardous materials, petroleum, asbestos or contaminants on the Property or the failure of the Property to comply with all Laws.
- 2.9 <u>Cooperation</u>. Client will fully cooperate with D&A in the performance of this Agreement. Client is responsible for assuring that other contractors of Client cooperate with and do not interfere with D&A's performance of the Services.
- 2.10 <u>Surveying</u>. Client understands that surveying, vehicles and other equipment may unavoidably cause some damage to the Property, including destruction of vegetation, the correction of which is not part of the Agreement.
- 2.11 <u>Changed Conditions</u>. The Client shall rely on D&A's judgment as to the continued adequacy of the Agreement in light of occurrences or discoveries that were not originally contemplated by or known to D&A. Should D&A call for contract renegotiation, D&A shall identify the changed conditions necessitating renegotiation and D&A and the Client shall promptly and in good faith enter into renegotiation of this Agreement. If terms cannot be agreed to, the parties agree that either party has the right to terminate the Agreement.
- 2.12 Opinions of Cost. Should D&A provide any cost opinions, it is understood that those opinions are based on the experience and judgment of D&A and are merely opinions. D&A does not warrant that actual costs will not vary from those opinions because, among other things, D&A has no control over market conditions.

Article 3. Termination of Services

3.1 <u>Termination</u>. The Agreement may be terminated without cause at any time prior to completion of the Service by Client or D&A upon seven (7) days written notice to the other party.



3.2 <u>Compensation in Event of Termination</u>. If the Agreement is terminated in accordance with Paragraph 3.1, D&A shall be compensated for all Services performed prior to the termination date in accordance with the rates established in this Agreement, together with Reimbursable Expenses then due or incurred.

Article 4. Relationship of Parties

4.1 <u>Independent Contractor</u>. It is understood that the relationship of D&A to Client shall be that of an independent contractor. Neither D&A or employees of D&A shall be deemed to be employees of Client. There are no third party beneficiaries to this Agreement.

Article 5. Limitation on Warranties and Liability

- 5.1 D&A represents and warrants that the Services will be performed using that degree of care and skill customarily provided by an experienced professional organization providing similar services in the area during the same time period. D&A makes no other warranties or representations, whether express or implied, whether in this Agreement or any subsequent reports provided by D&A.
- Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF D&A AND ITS SUBCONSULTANTS AND SUBCONTRACTORS TO CLIENT FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES OR DAMAGES WHATSOEVER FROM ANY CAUSE OR CAUSES, INCLUDING, BUT NOT LIMITED TO, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, OR ERRORS OR OMISSIONS (COLLECTIVELY "CLAIMS") SHALL NOT EXCEED \$50,000 OR D&A'S TOTAL FEE, WHICHEVER IS GREATER. IN NO EVENT WILL D&A, ITS SUBCONSULTANTS OR SUBCONTRACTORS BE LIABLE FOR PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. CLIENT, AS A MATERIAL INDUCEMENT TO D&A TO ENTER THIS AGREEMENT, WAIVES ALL CLAIMS AGAINST, FOREVER DISCHARGES AND PROMISES NOT TO SUE THE EMPLOYEES, OFFICERS AND DIRECTORS OF D&A FOR ALL CLAIMS, EXCEPT INTENTIONAL TORTS OCCURRING OUTSIDE THE COURSE AND SCOPE OF THEIR EMPLOYMENT. CLIENT AGREES TO LOOK SOLELY TO D&A FOR THE SATISFACTION OF ANY CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT THAT CLIENT WOULD OTHERWISE HAVE AGAINST THE EMPLOYEES, OFFICERS AND DIRECTORS OF D&A ABSENT THE WAIVER SET FORTH ABOVE.

Article 6. Miscellaneous

- 6.1 <u>Entire Agreement</u>. The Agreement (including any exhibits) contains the entire agreement between D&A and Client, and no oral statements or prior written matter shall be of any force or effect. The Agreement may be modified only by a written document executed by both parties.
- 6.2 <u>Governing Law</u>. The Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- 6.3 <u>Arbitration</u>. Any controversy or claim arising from or relating to this Agreement, the Services or any other agreement between the parties shall be settled by binding arbitration administered by the American Arbitration Association (AAA) under its commercial arbitration rules and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration, and all hearings in relation thereto, shall be held

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in Travis County, Texas. The arbitration panel shall consist of a single arbitrator who is either a licensed engineer or has extensive experience in the field of engineering. All aspects of the arbitration shall be confidential. The arbitrator shall have no authority to award punitive damages. Notwithstanding the foregoing, in the event D&A has a claim against Client for the collection of invoiced amounts then D&A may bring such claim in the courts of Travis County, Texas and Client hereby irrevocably consents to venue and jurisdiction of the courts of Travis County for such claims. In the event Client asserts a counterclaim against D&A, then D&A shall have thirty (30) days from receipt of such counterclaim to commence arbitration, in which case the entire cause of action shall be stayed in the Courts and arbitrated in accordance with this paragraph, or if D&A fails to commence arbitration within such thirty day period, the entire cause of action shall be litigated in the Courts of Travis County. Client acknowledges that all payments for the Services are due and payable in Travis County, Texas.

- Acceptance of Agreement. If this Agreement is not executed by Client within 30 days of the date tendered, it shall become invalid unless: (1) D&A extends the time in writing; or (2) Client orally authorizes D&A to proceed with the work, in which event the terms of the oral authorization shall be presumed to include all the terms of this Agreement. D&A's performance of work under the oral authorization shall be in reliance on the inclusion of all the terms of this Agreement in the oral authorization. A facsimile signature shall be effective to bind either party to this Agreement.
- 6.5 <u>Engineer Not Supervisor</u>. Unless specifically stated in the letter proposal defining the basic Services provided in this Agreement, Engineer or Construction Manager has no responsibility or authority for the supervision of any phase of the work at the site of the Project, and no responsibility for the means, methods, techniques, sequences, and procedures used by the contractors and no responsibility for site safety. D&A shall have no responsibility to assure or certify that construction on the Property or any activity not supervised by D&A shall comply with applicable laws. D&A shall have no responsibility for or liability in relation to any employees of Client or other contractors of Client on the Property.
- Indemnity. Client shall indemnify, defend and hold harmless D&A from and against any and all lawsuits, claims, liabilities, actions, causes of action, demands, losses, damages, forfeitures, penalties, fines, costs and expenses, including but not limited to, reasonable attorney's fees and expenses, by whomever asserted, including but not limited to, any government entity, agency or branch, any third party, an employee, contractor employed or retained by D&A, any third party or employee employed or retained by D&A, to the extent that such claim, property damage, injury or death resulted from (i) the negligence or willful misconduct of Client or an agent or contractor of Client, (ii) violation of federal, state or local statute, rule, regulation or ordinance by Client or an agent or contractor of Client, (iii) Client's alleged involvement or status as an owner, operator, arranger, generator or transporter of hazardous substances or constituents at the Property, (iv) any matter outside of D&A's scope of Services or (v) inaccurate information provided by Client to D&A.
- 6.7 <u>Suspension of Work/Force Majeure</u>. Client may require D&A to temporarily suspend work by delivery of written notice to D&A. D&A may also be required to suspend work due to circumstances beyond the control of D&A, including but not limited to strike, fire, inclement weather (including excessive rain or heat), act of God, governmental action, third party actions, casualty or acts of Client. Client understands that the suspension of work by D&A will cause D&A to incur additional costs to suspend and resume work and Client agrees to reimburse D&A for such additional costs and to extend D&A's deadline for completion.

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- 6.8 No Assignment. Client may not assign this Agreement without consent by D&A.
- 6.9 <u>Interpretation</u>. The parties acknowledge that each party, and if it so chooses, its counsel have reviewed and revised the Agreement and that the normal rule or construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Agreement.
- 6.10 <u>Survival</u>. Termination of the Services for any reason whatsoever shall not affect the right or obligation of any party that is accrued or vested prior to such termination, and any provision of the Agreement relating to such right or obligation shall be deemed to survive such termination of the Services or any continuing obligation, liability or responsibility of D&A or Client which would otherwise survive termination of the Services.
- 6.11 <u>Contractual Lien to Secure Payment</u>: Client hereby grants to D&A a contractual lien in addition to all constitutional, statutory and equitable liens that may exist on the Property and all improvements thereon, to secure payment for all debts owed, now or in the future, to D&A by Client including those arising as a result of D&A's services provided in accordance with this Agreement or any other agreement between Client and D&A. Client grants D&A the authority and right to file a copy of this Agreement in the Deed Records of the county or counties where the above project is located to give notice of D&A's lien rights.