

Sutton County Commissioners Court

REGULAR MEETING

Tuesday, October 10, 2023 at 9:00 a.m.

Sutton County Annex Meeting Room, 300 E. Oak, Sonora TX 76950

Joseph Harris
County Judge

Lee Bloodworth
Commissioner
Precinct 1

Bob Brockman
Commissioner
Precinct 2

Carl Teaff
Commissioner
Precinct 3

Harold Martinez
Commissioner
Precinct 4

Members of the public may give comment before the Commissioners Court on any item on this agenda. Please note that members of the public may not communicate to the court about any other subject not specifically mentioned on this agenda.

Members of the Commissioners Court cannot discuss, deliberate, or act on any item or topic not scheduled on this agenda in accordance with existing law.

BUSINESS

- 1 Determination of quorum and call to order
- 2 Invocation and Pledges
- 3 Public Comment

AGENDA

Receive reports of the following:

- 4 Auditor – Maura Weingart
- 5 Justice of the Peace – Tammy Jo Liska
- 6 Jailer and Sheriff – DuWayne Castro
- 7 Road and Bridge – Superintendent Robert Hughes
- 8 Library Report – Deborah Brown
- 9 Extension Office – Pascual Hernandez
- 10 Sutton County Emergency Management Report-Art Fuentes
- 11 Preparation/Plan for Solar Eclipse on October 14, 2023-Art Fuentes
- 12 County Attorney – Dawn B. Cahill
- 13 County and District Clerk – Pam Thorp
- 14 County Commissioners
 - Lee Bloodworth, precinct 1
 - Bob Brockman, precinct 2
 - Carl Teaff, precinct 3
 - Harold Martinez, precinct 4
- 15 County Judge – Joseph Harris

Deliberate, Consider and take appropriate action regarding the following:

- 16 Accounts Payable-Maura Weingart
- 17 Request to waive Civic Center rental fee for The More the Merrier Christmas Bazaar on November 17-18, 2023-Donna Garrett
- 18 Request to waive pavilion rental fee and security deposit for Sutton County Game Dinner on November 11, 2023-Pam Thorp
- 19 Consolidate precincts for 2023 Constitutional Amendment Election-Pam Thorp

- 20 Jury selection plan-Pam Thorp
- 21 TK Elevator modernization proposal for courthouse elevator-Joseph Harris
- 22 Approval/denial of bid for purchase of #R100621 Pedro Dominguez, Block B, Lot 4A-General
- 23 Approval/denial of bid for purchase of #R100621 Pedro Dominguez, Block B, Lot 4A-FM&FC
- 24 2024 Sutton County Indigent Defense Grant Program Resolution
- 25 Nomination of Sutton County representative to the Appraisal Board

EXECUTIVE SESSION

- Note 1 Texas Government code 551.071, Consultation with Attorney
- Note 2 Texas Government code 551.072, Real Property
- Note 3 Texas Government code 551.074, Personnel Matters
- Note 4 Texas Government code 551.076, Security
- Note 5 Texas Government code 551.087, Economic Development Negotiations
- Note 6 Texas Government code 551.089, IT Security

The County Commissioners Court of Sutton County reserves the right to adjourn into executive sessions at any time during this meeting to discuss any of the matters listed below. The Court may also consider any other matter posted on the agenda if there are issues that require consideration in Executive Session and the court announces that the item will be considered during Executive Session.


RECONVENE

- 26 Adjournment



JOSEPH HARRIS, County Judge

POSTED ON THE BULLETIN BOARD IN THE COURTHOUSE ANNEX BUILDING and the SUTTON COUNTY WEB PAGE www.co.sutton.tx.us this the 6th day of October 2023.



PAM THORP, County Clerk

10/06/2023 5:05 PM
 PACKET: 03783 GENERAL- A/P 10/10/2023
 VENDOR SET: 01 SOTTON COUNTY
 SEQUENCE : ALPHABETIC
 DUE TO/FROM ACCOUNTS SUPPRESSED

A/P Regular Open Item Register

PAGE: 1

-----ID-----
 POST DATE BANK CODE -----DESCRIPTION-----
 01-1137 DUMAYNE CASTRO
 GROSS P.O. #
 DISCOUNT G/L ACCOUNT
 -----ACCOUNT NAME----- DISTRIBUTION

I-9/20/2023 DC DUMAYNE CASTRO 192.00 1099: N
 9/20/2023 10 DUE: 10/20/2023 DISC: 10/20/2023 10 5-560-3400 CLOTHING ALLOWANCE 192.00
 DUMAYNE CASTRO

----- VENDOR TOTALS -----
 192.00
 01-1625 HARTMAN ROOFING

I-09/18/2023 HARTMAN ROOFING 43,600.00 1099: N
 10/18/2023 10 DUE: 11/17/2023 DISC: 11/17/2023 10 5-509-4550 ARCHIVE BLDG REMODELING 43,600.00
 HARTMAN ROOFING

----- VENDOR TOTALS -----
 43,600.00
 01-1440 HCTC (HILL COUNTRY TELECOMMUN

I-EXTENSION 9/2023 HCTC (HILL COUNTRY TELECOMMUN 100.47 1099: N
 10/01/2023 10 DUE: 10/31/2023 DISC: 10/31/2023 10 5-665-4200 AGRICULTURE TELEPHONE 54.40
 HCTC (HILL COUNTRY TELECOMMUN
 HCTC (HILL COUNTRY TELECOMMUN 10 5-665-4200 AGRICULTURE TELEPHONE 46.07

I-09/9/2023 HCTC (HILL COUNTRY TELECOMMUN 145.45 1099: N
 10/01/2023 10 DUE: 10/31/2023 DISC: 10/31/2023 10 5-455-4200 COMMUNICATION 145.45
 HCTC (HILL COUNTRY TELECOMMUN

I-JUDGE 9/2023 HCTC (HILL COUNTRY TELECOMMUN 275.40 1099: N
 10/01/2023 10 DUE: 10/31/2023 DISC: 10/31/2023 10 5-400-4200 COMMUNICATION 275.40
 HCTC (HILL COUNTRY TELECOMMUN

I-LIBRARY 9/2023 HCTC (HILL COUNTRY TELECOMMUN 235.45 1099: N
 10/01/2023 10 DUE: 10/31/2023 DISC: 10/31/2023 10 5-650-4200 COMMUNICATION 235.45
 HCTC (HILL COUNTRY TELECOMMUN

I-SHERIFF 9/2023 HCTC (HILL COUNTRY TELECOMMUN 337.68 1099: N
 10/01/2023 10 DUE: 10/31/2023 DISC: 10/31/2023 10 5-560-4200 COMMUNICATION 337.68
 HCTC (HILL COUNTRY TELECOMMUN

I-TYLER 10/01/2023 10 HCTC (HILL COUNTRY TELECOMMUN 7,159.07 1099: N
 HCTC (HILL COUNTRY TELECOMMUN 91 5-560-6300 AUD/TREAS-SOFTWARE/ TRAI 7,159.07

----- VENDOR TOTALS -----
 8,253.52

10/06/2023 5:05 PM

A/P Regular Open Item Register

PAGE: 2

PACKET: 01783 GENERAL- A/P 10/10/2023
VENDOR SET: 01 SUTTON COUNTY
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

POST DATE	BANK CODE	DISCRIPTION	GROSS DISCOUNT	P.O. #	G/L ACCOUNT	ACCOUNT NAME	DISTRIBUTION
01-1626	LEE BLOODMORTH						
I-9/20-22/2023	10	LEE BLOODMORTH	934.30	1099: N	10 5-401-4800	DUES & CONVENTIONS	934.30
9/22/2023	10	LEE BLOODMORTH					
*** VENDOR TOTALS ***							
			934.30				

01-1285	LONGHORN OFFICE PRODUCTS						
I-507418-1	10	LONGHORN OFFICE PRODUCTS	11.27	1099: N	10 5-499-3100	OFFICE SUPPLIES	11.27
9/12/2023	10	LONGHORN OFFICE PRODUCTS					
*** VENDOR TOTALS ***							
			11.27				

I-509186-0	10	LONGHORN OFFICE PRODUCTS	33.82	1099: N	10 5-499-3100	OFFICE SUPPLIES	33.82
9/22/2023	10	LONGHORN OFFICE PRODUCTS					
*** VENDOR TOTALS ***							
			45.09				
01-1316	LOWES PAY AND SAVE						
I-CTR 92023	10	LOWES PAY AND SAVE	5.49	1099: N	10 5-510-3500	REPAIR & MAINT SUPPLIES	5.49
9/20/2023	10	LOWES PAY AND SAVE					
*** VENDOR TOTALS ***							
			5.49				

I-21658	10	NEWKIRK ELECTRIC	127.50	1099: Y	10 5-516-3300	OPERATING SUPPLIES	127.50
10/02/2023	10	NEWKIRK ELECTRIC					
*** VENDOR TOTALS ***							
			127.50				
01-1602	PARSONS COMMERCIAL ROOFING, I						
I-CR23-00242	10	PARSONS COMMERCIAL ROOFING, I	170,573.64	1099: N	10 4-409-1040	PROP/CASUALTY INS REPEND	170,573.64
10/02/2023	10	PARSONS COMMERCIAL ROOFING, I					
*** VENDOR TOTALS ***							
			170,573.64				

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A/P Regular Open Item Register

PAGE: 3

-----ID-----
 POST DATE BANK CODE -----DESCRIPTION-----
 01-1623 RJL RENOVATIONS, LLC

I-1068/ ANX SOUTH RJL RENOVATIONS, LLC 27,250.00 1099: N ARCHIVE BLDG REMODELING 27,250.00
 9/07/2023 10 DUE: 9/07/2023 DISC: 9/07/2023 RJL RENOVATIONS, LLC 10 5-509-4550

I-1164 RJL RENOVATIONS, LLC 775.00 1099: N REPAIR & MAINTENANCE 775.00
 9/15/2023 10 DUE: 10/15/2023 DISC: 10/15/2023 RJL RENOVATIONS, LLC 10 5-517-4500

*** VENDOR TOTALS *** 28,025.00
 *** PACKET TOTALS *** 251,756.54

10/06/2023 5:05 PM
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 DUE TO/FROM ACCOUNTS SUPPRESSED

A/P Regular Open Item Register

** T O T A L S **

INVOICE TOTALS 251,756.54
 DEBIT MEMO TOTALS 0.00
 CREDIT MEMO TOTALS 0.00

BATCH TOTALS 251,756.54

** G/L ACCOUNT TOTALS **

BANK YEAR ACCOUNT NAME AMOUNT ANNUAL BUDGET BUDGET OVER ANNUAL BUDGET BUDGET OVER

BANK YEAR	ACCOUNT	NAME	AMOUNT	ANNUAL BUDGET	BUDGET OVER	ANNUAL BUDGET	BUDGET OVER
2022-2023	10 -2011	ACCTS PAYABLE - GENERAL	29,201.88	14,000	5,253.39		
	10 -5-401-4800	DUES & CONVENTIONS	934.30	2,500	1,361.42		
	10 -5-499-3100	OFFICE SUPPLIES	45.09	0	27,250.00	- X	
	10 -5-509-4550	ARCHIVE BLDG REMODELING	27,250.00	0	471.22		
	10 -5-510-3500	REPAIR & MAINT SUPPLIES	5.49	5,000	2,058.74		
	10 -5-517-4500	REPAIR & MAINTENANCE	775.00	3,000	2,927.20		
	10 -5-560-3400	CLOTHING ALLOWANCE	192.00	8,250			
	99 -1299	DUE FROM OTHER FUNDS	29,201.88				
		** 2022-2023 YEAR TOTALS	29,201.88				

BANK YEAR	ACCOUNT	NAME	AMOUNT	ANNUAL BUDGET	BUDGET OVER	ANNUAL BUDGET	BUDGET OVER
2023-2024	10 -2011	ACCTS PAYABLE - GENERAL	215,395.59	2,000	172,573.64		
	10 -4-409-1040	*NON-EXPENSE	170,573.64	2,000	1,724.60		
	10 -5-400-4200	COMMUNICATION	275.40	3,000	2,854.55		
	10 -5-455-4200	COMMUNICATION	145.45	0	43,600.00	- X	
	10 -5-509-4550	ARCHIVE BLDG REMODELING	43,600.00	3,600	3,472.50		
	10 -5-516-3300	OPERATING SUPPLIES	127.50	14,820	2,164.55		
	10 -5-560-4200	COMMUNICATION	337.68	2,400	1,999.53		
	10 -5-650-4200	COMMUNICATION	235.45	2,100			
	10 -5-665-4200	AGRICULTURE TELEPHONE	100.47	0	7,159.07	- X	
	91 -2011	ACCTS PAYABLE - GENERAL	7,159.07				
	91 -5-560-6300	AUD/TREAS-SOFTWARE/ TRAI	7,159.07				
	99 -1299	DUE FROM OTHER FUNDS	222,554.66				
		** 2023-2024 YEAR TOTALS	222,554.66				

*****LINE ITEM*****
 ANNUAL BUDGET BUDGET OVER ANNUAL BUDGET BUDGET OVER
 BUDGET AVAILABLE BUDG BUDGET AVAILABLE BUDG

10/06/2023 5:05 PM
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A/P Regular Open Item Register

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
10	9/2023	29,201.88
10	10/2023	215,395.59
91	10/2023	7,159.07

NO ERRORS NO WARNINGS

** END OF REPORT **

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

10/06/2023 5:05 PM
 PACKET: 03782 PWC A/P FOR 10/10/2023
 VENDOR SET: 01 SOTON COUNTY
 SEQUENCE : ALPHABETIC
 DUE TO/FROM ACCOUNTS SUPPRESSED

A/P Regular Open Item Register

PAGE: 1

*****ID*****	POST DATE	BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. #	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01-1032	9/25/2023		ANGELO BOLT & INDUSTRIAL SUPPL	79.95	1099: N	15 5-611-3500	REP & MAINT SUPPLIES	79.95
*** VENDOR TOTALS ***				79.95				
01-1051	9/25/2023		BENSON REPAIR	367.82	1099: N	15 5-611-3500	REP & MAINT SUPPLIES	367.82
*** VENDOR TOTALS ***				367.82				
01-1104	9/25/2023		CONCHO POWER EQUIPMENT	259.00	1099: N	15 5-611-3500	REP & MAINT SUPPLIES	259.00
*** VENDOR TOTALS ***				259.00				
01-1129	9/25/2023		DEVILS RIVER AUTO PARTS	29.35	1099: N	15 5-611-3500	REP & MAINT SUPPLIES	29.35
*** VENDOR TOTALS ***				29.35				
01-1054	9/19/2023		PARKER LUMBER	8.99	1099: N	15 5-611-3500	REP & MAINT SUPPLIES	8.99
*** VENDOR TOTALS ***				8.99				
01-1054	9/21/2023		PARKER LUMBER	6.76	1099: N	15 5-611-3300	OPERATING SUPPLIES	6.76
*** VENDOR TOTALS ***				6.76				
01-4922219	9/21/2023		PARKER LUMBER	46.98	1099: N	15 5-611-3500	REP & MAINT SUPPLIES	46.98
*** VENDOR TOTALS ***				46.98				
01-4938618	9/25/2023		PARKER LUMBER	23.98	1099: N	15 5-611-3500	REP & MAINT SUPPLIES	23.98
*** VENDOR TOTALS ***				23.98				

10/06/2023 5:05 PM

A/P Regular Open Item Register

PAGE: 2

PACKET: 03782 FWFC A/P FOR 10/10/2023
VENDOR SET: 01 SUTTON COUNTY
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

POST DATE	BANK CODE	DESCRIPTION	GROSS DISCOUNT	P.O. #	G/L ACCOUNT	ACCOUNT NAME	DISTRIBUTION
01-1494	TXU ENERGY						

I-252003532686	15	TXU ENERGY	917.70				
9/19/2023		TXU ENERGY		1099: N	15 5-611-4400	UTILITIES	917.70
*** VENDOR TOTALS ***			917.70				

01-1266	UNIFORMS HOLDING-II						
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I-2910020796	15	UNIFORMS HOLDING-II	19.40				
9/27/2023		UNIFORMS HOLDING-II		1099: N	15 2116	EMPLOYEE UNIFORMS PAYABL	19.40
*** VENDOR TOTALS ***			19.40				

01-1290	WEST TEXAS GAS INC						
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I-1130-03 FMPC	15	WEST TEXAS GAS INC	90.28				
9/18/2023		WEST TEXAS GAS INC		1099: N	15 5-611-4400	UTILITIES	90.28
*** VENDOR TOTALS ***			90.28				

01-1297	YELLOWHOUSE MACHINERY CO						
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I-849121	15	YELLOWHOUSE MACHINERY CO	183.21				
9/25/2023		YELLOWHOUSE MACHINERY CO		1099: N	15 5-611-4500	REPAIRS	183.21
*** VENDOR TOTALS ***			183.21				

*** PACKET TOTALS *** 2,033.42

10/06/2023 5:05 PM
 PACKET: 03782 FMC A/P FOR 10/10/2023
 VENDOR SET: 01 SUTTON COUNTY
 SEQUENCE : ALPHABETIC
 DUE TO/FROM ACCOUNTS SUPPRESSED

A/P Regular Open Item Register

** T O T A L S **

INVOICE TOTALS 2,033.42
 DEBIT MEMO TOTALS 0.00
 CREDIT MEMO TOTALS 0.00

BATCH TOTALS 2,033.42

** G/L ACCOUNT TOTALS **

BANK YEAR	ACCOUNT	NAME	AMOUNT	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
2022-2023	15 -2116	EMPLOYER UNIFORMS PAYABL	19.40	9,400	1,024.82		
	15 -5-611-3300	OPERATING SUPPLIES	6.76	8,000	156.01		Y
	15 -5-611-3500	REP & MAINT SUPPLIES	816.07	10,000	2,659.36		
	15 -5-611-4400	UTILITIES	1,007.98	45,000	16,956.59		
	15 -5-611-4500	REPAIRS	183.21				
** 2022-2023 YEAR TOTALS			2,033.42				

10/06/2023 5:05 PM
PACKET: 03782 PWRC A/P FOR 10/10/2023
VENDOR SET: 01 SUTTON COUNTY
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

A/P Regular Open Item Register

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
15	9/2023	2,033.42

NO ERRORS NO WARNINGS

** END OF REPORT **

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

10-10-23 Agenda

RENTAL WAIVER REQUEST

The Sonora Chamber of Commerce is requesting rental fees waived for the
Name of Organization

Following Use of: Civic Center
 Pavilion
 Arena

On Friday + Saturday for the purpose of the event/function listed below:
November 17. & 18th

The More The Merrier
Christmas Bazaar

Donna Garrett
Signature of Person requesting waiver

10-3-23
Date

Donna Garrett
Printed Name

325-387-2880
Phone #

*NOTE: Rental waived fees do not include waiving of security/damage fees or hiring of cleaning service cost.

Approved on: 10/10/2023

Disapproved on: _____

Special Instructions or Comments:
Waive rental fee
Pay Cleaning/damage Fees
Security Fees

[Signature]
Signature: Judge for Commissioners Court

SUTTON COUNTY RENTAL WAIVER REQUEST

Sutton County Game Dinner Association is requesting rental fees waived for the

Name of Organization

Following Use of:

Civic Center

Pavilion

Arena

On November 11, 2023, for the purpose of the event/function listed below:

Annual Sutton County Game Dinner. Asking for Pavilion rental fee and security deposit to be waived for this event.

Pam Thorp
Signature of Person requesting waiver

10/4/23
Date

Pam Thorp
Printed Name

325-226-9404
Phone #

*NOTE: Rental waived fees do not include waiving of security/damage fees or hiring of cleaning service cost.

Approved on: 10/10/2023

Denied on: _____

Joseph An
Signature: Judge for Commissioners Court

Special Instructions or Comments:

Waive rental fees only

JURY SELECTION PLAN SUTTON COUNTY

CONSTITUTIONAL AUTHORITY

This plan shall be in compliance with all portions of Chapter 62 of the Government Code, Vernon's Texas Code Annotated.

SOURCE OF NAMES

As stated in Section 62.001 of the Government Code, the source from which the jury wheel shall be constituted, is the names of all persons on the current voter registration lists from all the precincts in Sutton County, Texas and the names of all citizens of the County who hold a valid Texas driver's license, and the citizens who hold valid person identification card or certificate issued by the Texas Department of Public Safety, as soon as such information is available from the Secretary of State; provided, however, that the names of persons listed on a register of persons exempt from jury service may not be placed in the jury wheel as provided in the Government code 62.108 and 62.109.

METHOD

Persons called for jury service shall be selected at random with the aid of electronic equipment in a fair, impartial and objective manner from the source of names required by Section 62.001 of the Government Code, taking into consideration those persons exempt from jury service as provided by Section 62.108 and 62.109 of the Government Code.

OFFICIAL IN CHARGE

The Clerk of the District Courts in Sutton County, Texas is designated as the official to be in charge of the selection process and shall have the duties and authority set forth herein.

DATE OF RECONSTITUTION OF JURY SERVICE

At a time, each year, on or before December 25, 2023, the jury source shall be reconstituted from the certified list provided by the Secretary of State under the provisions of Section 62.001 of the Government Code.

NOTICE OF JURY SERVICE

The Judges of the District, County and Justice Courts shall provide in a timely manner to the District Clerk information regarding the required jury panels for the respective courts.

A true and complete written list showing the names and addresses of the persons summoned to begin jury service on a particular date shall be kept by the District Clerk until said list has been used.

A true and complete written list of the names and addresses of persons summoned to begin jury service on a particular date shall be filed with the County Clerk at least ten (10) days before that date.

The District Clerk shall summon by first class mail all persons so listed to be called for jury service on such date at least ten (10) days prior to the date such persons are to begin jury service. The Clerk shall supply the computerized summon forms which shall be addressed to all the persons selected.

Any authority or duty assigned to the District Clerk herein may be delegated to a deputy or other designee of such Clerk, including the Deputy Clerks.

GENERAL JURY PANEL

A District Judge, County Court Judge or Justice of the Peace may determine the number of prospective jurors that are reasonably necessary for the cases to be tried in their courts. Any District or County Court Judge may act as a Presiding Judge for the jury qualifications and assign such jurors as may be needed to panels for the different courts.

ADDITIONAL JURORS

If the presiding judge determines that the number of jurors previously selected for any designated date is insufficient, he shall direct the District Clerk to prepare a supplemental list and summon such additional persons to those already summoned as may be necessary to meet the needs of the courts, provided that such supplemental summons shall be mailed at least ten (10) days prior to date of service.

AMENDMENTS

This plan may only be amended by the Commissioners' Court of Sutton County, Texas upon recommendation of a majority of the District Judges of Sutton County, Texas.

EFFECTIVE DATE

This plan shall become effective immediately upon its adoption and approval by the Commissioners' Court.

DISTRICT JUDGE


The undersigned majority of the District Judges of this County recommend to the County Commissioners' Court that the plan set forth and attached hereto be adopted by you as the plan for procedures for selection of persons for jury service, pursuant to Government Code, Section 62.011

9-20-23
Date


Hon. Judge Peter Gomez, Jr.

COMMISSIONERS COURT

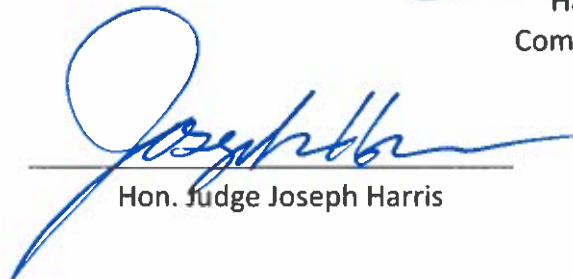
ADOPTED AND APPROVED this 10 day of October, 2023.


Lee Bloodworth
Commissioner, PCT 1


Bob Brockman
Commissioner, PCT 2


Carl Teaff
Commissioner, PCT 3


Harold Martinez
Commissioner, PCT 4


Hon. Judge Joseph Harris

Modernization Proposal



SUTTON COUNTY COURTHOUSE

October 06, 2023

Purchaser: Sutton County Courthouse

Location: SUTTON COUNTY
COURTHOUSE

Address: 101 N Water Ave
Sonora, TX 76950-2637

Address: 101 N Water Ave
Sonora, TX 76950-2637

TK Elevator Corporation (hereinafter "TK Elevator") is dedicated to delivering Sutton County Courthouse (hereinafter "Purchaser") the safest, highest quality vertical transportation solutions. I am pleased to present this customized Proposal (the "Proposal") in the amount of **\$97,605.00** inclusive of all applicable sales and use taxes to modernize the elevator equipment described in the pages that follow at the above-referenced location.

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

Benefits of Modernization include:

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

This Proposal shall remain in effect for the next thirty (30) days unless it is revoked earlier by TK Elevator in writing. The price above is subject to escalation - even after Purchaser's acceptance of this Proposal - under certain circumstances including TK Elevator being subjected to increased charges by its suppliers for any of the applicable materials and/or components due to supply chain issues; the imposition of new or increased taxes, tariffs, or other charges imposed by applicable governmental authorities; TK Elevator being subjected to increased charges from its shippers and/or freight forwarders; any material called for in this Proposal being released into production more than 6 months following the written acceptance of this Proposal; or any work described in this Proposal is not completed by December 31, 2022.

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

Sincerely,

Zach Rogers
Sales Executive
zach.rogers@tkelevator.com
+1 432 6831488

Modernization Proposal



SCOPE OF WORK

Grouping Name: Car 1

Equipment Type: Hydraulic

Speed: 100 fpm

2 Stops (2 Front /0 Rear)

Capacity: 2000 lbs.

Description of Work

Controller

- MAX Link 2-Line ATA kit
- TAC 32 Controller (Includes Options listed below)
- Solid State Starters (6 or 12 leads) 208 VAC
- Battery Lowering in Controller
- Viscosity Control (Required over 150 FPM)
- eMax Monitoring Device Provisions

Power Unit

- 5 gallon drum of Biodegradable oil (Citgo NZ)
- 55 gallon drum of Biodegradable oil (Citgo NZ)
- EP-60 Power Unit (Submersible)
- 2" Shutoff Valve Kit (Pump)
- Viscosity Control (Required over 150 FPM)

Jack

- Pipe Stands

Car

- Omega Guide Shoes w/mounting plates (Dover/tkE rails only)
- Car Top Railing
- Car Top Exit Switch
- Cab Wiring Material (200MK1)

Hoistway

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

Pit-Retain

Cab-Retain

Door Equipment

- Micro Light (Front)
- LD-16 Plus Drive Only (FRONT)

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- includes Car Top Inspection station (w/ alarm signal)

Car Fixtures

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

Hall Fixtures

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

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MAX Link

1. Key Tasks and Approximate Lead Times

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

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

Approximate Durations/Lead Times

Contract execution (can run concurrently with layout drawing package preparation and approval)	Varies
Survey and Order of Materials (additional time required for cab, signal, entrance preparation and approval, if applicable)	4 - 6 Weeks
Fabrication time (from receipt of all approvals, fully executed contract, Material Release Form and initial progress payment)	14-16 Weeks
Modernization of elevator system (Per Unit): (Upon completion of all required preparatory work by others)	4 - 6 Weeks

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

2. Payment Terms

60% of the price set forth in this Proposal as modified by options selected from the section entitled "Value Engineering Opportunities & Alternates" (if applicable) will be due and payable as an initial progress payment within 30 days from TK Elevator's receipt of a fully executed copy of this Proposal. This initial progress payment will be applied to project management, permits, engineering and shop drawings, submittals, and drilling mobilizations (if required). The material will not be ordered until this payment is received, and the parties have both executed this Proposal and the Material Release Form.

20% of the price set forth in this Proposal as modified by options selected from the section entitled "Value Engineering Opportunities & Alternates" (if applicable) shall be due and payable when the material described above has been furnished. Material is considered furnished when it has been received at the jobsite or TK Elevator staging facility. Supporting documentation of materials stored shall be limited to stored materials certificates of insurance and bills of lading. Receipt of this payment is required prior to mobilization of labor.

20% of the price set forth in this Proposal shall be made as progress payments throughout the life of the project. In the event TK Elevator fails to receive payment within thirty (30) days of the date of a corresponding invoice, TK Elevator reserves the right to demobilize until such a time that the payments have been brought up to date, and TK Elevator has the available manpower.

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

The payment terms breakdown above shall be considered the Schedule of Values for the project as written. Billing shall be submitted on or before the 25th day of the month according to the payment schedule above and accompanied by a form of G702-703 pay application/schedule of values and a conditional waiver, the format of which is hereby acknowledged and accepted.

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

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

Proposal price:		\$97,605.00
Initial progress payment:	(60%)	\$58,563.00
Material furnished:	(20%)	\$19,521.00
Total of remaining progress payments:	(20%)	\$19,521.00

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

Mechanic (Standard) per hour	\$280.00
Mechanic (OT) per hour	\$535.00
Team (Standard) per hour	\$504.00
Team (OT) per hour	\$963.00

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

3. Warranty

TK Elevator warrants any equipment it installs as described in this Proposal against defects in material and workmanship for a period of one (1) year from the date of Purchaser's execution of TK Elevator's "Final Acceptance Form" on the express conditions that all payments made under this Proposal and any mutually agreed-to change orders have been made in full and that such equipment is currently being serviced by TK Elevator. In the event that TK Elevator's work is delayed for a period greater than six (6) months, the warranty shall be reduced by the amount of

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

4. Preventative Maintenance Program

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

5. Work Not Included

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

A. Hoistways and Equipment Rooms

1. Purchaser shall provide the following:

- a. A dry legal hoistway, properly framed and enclosed, and including a pit of proper depth and overhead. This is to include steel safety beam, inspection or access platforms, access doors, sump pump, lights, waterproofing and venting as required; dewatering of pit(s) and required permanent screening/
- b. A dry legal machine/control room, with clear rollable access adequate for the elevator equipment, including floors, trap doors, properly sized legal machine room doors, gratings, machine room or roof access platforms, roof/loading protection, ladders, railings, foundations, all hoist beams, lighting, ventilation sized per the TK Elevator shop drawings and/or code requirements. Purchaser must maintain machine/control room (or machine/control space within the shaft for MRL equipment) temperature between 55 and 90 degrees Fahrenheit, with relative humidity less than 95% non-condensing at all times.
- c. Adequate bracing of entrance frames to prevent distortion during wall construction.

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- d. All grouting, fire caulking, cutting, x-ray and removal of walls and floors, patching, coring, setting of sleeves/knockouts, penetrations and painting (except as specified) and removal of obstructions required for elevator work; along with all proper trenching and backfilling for any underground piping and/or conduit.
- e. All labor and materials necessary to support the full width of the hoistway at each landing for anchoring or welding TK Elevator sill supports, steel angles, sill recesses;
- f. The furnishing, installing and maintaining of the required fire rating of elevator hoistway walls, including the penetration of firewall by elevator fixture boxes;
- g. Ensuring that the elevator hoistways and pits are dewatered, cleaned and properly waterproofed;

B. Electrical and Life Safety:

1. Purchaser shall provide a dedicated, analog telephone or data line to the elevator telephone or communication device; one additional data line per group of elevators for diagnostic capability wired to designated controller;
2. Purchaser shall provide the following:
 - a. suitable connections from the power main to each controller and signal equipment feeders as required, including necessary circuit breakers and fused mainline disconnect switches per N.E.C. prior to installation. Suitable power supply capable of operating the new elevator equipment under all conditions;
 - b. piping and wiring to controller for mainline power, car lighting, and any other building systems that interface with the elevator controls per N.E.C. Articles 620-22 and 620-51;
 - c. any required hoistway / wellway, machine room, pit lighting and/or 110v service outlets;
 - d. conduit and wiring for remote panels to the elevator machine room(s) and between panels. Remote panels required by local jurisdictions are not included in this proposal;
 - e. a bonded ground wire, properly sized, from the elevator controller(s) to the primary building ground; and all remote wiring to the outside alarm bell as requested by all applicable code provisions;
 - f. installed sprinklers, smoke/heat detectors on each floor, machine room and hoistways / wellways, shunt trip devices (not self-resetting) and access panels as may be required as well as normally open dry contacts for smoke/heat sensors, which shall be terminated by Purchaser at a properly marked terminal in the elevator controller;
 - g. a means to automatically disconnect the main line and the emergency power supply to the elevator prior to the application of water in the elevator machine room that shall not be self-resetting;
 - h. emergency power supply including automatic time delay transfer switch and auxiliary contacts with wiring to the designated elevator controller and along with electrical cross connections between elevator machine rooms for emergency power purposes;
 - i. the following emergency power provisions are not included: interface in controller, pre-testing and testing, emergency power keyswitches;
 - j. emergency power operation is included as part of the design of the elevator control system and based on each car in the group only, to properly sequence, one at a time to the programmed landing, and park. The design requires that the generator, transfer switch, and related circuitry are sufficient to run this function or any other function for any building other system that is associated with this project. In the event that the generator, transfer switch, and related circuitry are not sufficient, TK Elevator will provide Purchaser with a written change order for Purchaser's execution.
 - k. a dry set of contacts which close 20 seconds prior to the transfer from normal power to emergency power or from emergency power to normal power whether in test mode or normal operating conditions in the event that an emergency power supply will be provided for the elevator;
 - l. confirmation that the emergency standby power generator and/or building can accept the power generated to and from the elevator during both Hi-Speed and Deceleration. In cases where the generator and/or building load is not electrically sized to handle the power return from the regen drive, additional separate chopper and resistor

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units are available for purchase but not included in this proposal. The additional chopper and resistor units allow regenerated power to be dissipated in the resistor bank and not sent back into the building grid.

C. Miscellaneous:

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

6. Working Hours, Logistics and Mobilization

- a. All work described in this Proposal shall be performed during TK Elevator's regular working days – defined as Monday thru Friday and excluding IUEC recognized holidays – and regular working hours – defined as those hours regularly worked by TK Elevator modernization mechanics at the TK Elevator branch office that will provide labor associated with the performance of the work described in this Proposal - unless otherwise specified and agreed to in writing by both TK Elevator and Purchaser (hereinafter TK Elevator's regular working days and regular working hours shall be collectively defined as "normal working hours"). TK Elevator shall be provided with uninterrupted access to the elevator hoistway and machine room areas to perform work during normal working hours.
- b. Purchaser shall provide on-site parking to all TK Elevator personnel at no additional cost to TK Elevator.
- c. Purchaser shall provide traffic control, lane closures, permits and flagmen to allow suitable access/unload of tractor trailer(s).
- d. Purchaser agrees to provide unobstructed tractor-trailer access and roll-able access from the unloading area to the elevator or escalator hoistways or wellways (as applicable).
- e. Purchaser will be required to sign off on the Material Release Form, which will indicate the requested delivery date of equipment to the site. If Purchaser is not ready to accept delivery of the equipment within ten (10) business days of the agreed upon date, Purchaser will immediately make payments due for equipment and

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designate an area adjacent to the elevator shaft where Purchaser will accept delivery. If Purchaser fails to provide this location or a mutually agreeable alternative, TK Elevator is authorized to warehouse the equipment at the TK Elevator warehouse or designated distribution facility at Purchaser's risk and expense. Purchaser shall reimburse TK Elevator for all costs due to extra handling and warehousing. Storage beyond ten (10) business days will be assessed at a rate of \$100.00 per calendar day for each unit listed in this Proposal, which covers storage and insurance of the elevator equipment and is payable prior to delivery.

f. Purchaser agrees to provide a dry and secure area adjacent to the hoistway(s) at the ground level for storage of the elevator equipment and tools within ten (10) business days from receipt at the local TK Elevator warehouse. Any warranties provided by TK Elevator for vertical transportation equipment will become null and void if equipment is stored in any manner other than a dry, enclosed building structure. Any relocation of the equipment as directed by Purchaser after initial delivery will be at Purchaser's expense.

g. TK Elevator includes one mobilization to the jobsite. A mobilization fee of \$5,000.00 per crew per occurrence will be charged for pulling off the job or for any delays caused by others once material has been delivered and TK Elevator's work has commenced.

h. Access for this project shall be free and clear of any obstructions. A forklift for unloading and staging material shall also be provided by Purchaser at no additional cost.

i. Purchaser shall provide an on-site dumpster. TK Elevator will be responsible for cleanup of elevator/ escalator packaging material; however, composite cleanup participation is not included in this Proposal.

j. The hiring of a disposal company which MUST be discussed prior to any material being ordered or work being scheduled. TK Elevator will provide environmental services ONLY if this is specifically included under the "Scope of Work" section above. TK Elevator assumes no responsibility and/or liability in any way whatsoever for spoils or other contamination that may be present as a result of the cylinder breach and/or other conditions present on the work site.

k. One or more of the units described in this Proposal will be out of service and unavailable to move passengers and/or property during entire duration of the performance of the work described in this Proposal until re-certified by the applicable authority(ies) having jurisdiction and in good standing with payment schedules.

l. If site specific rules and regulations classify the elevator pit as confined space, elevator pits will need to reclassify a permit-required space to a non-permit required space prior to mobilization.

7. Temporary Use, Inspection and Turnover

a. Unless required by specification, TK Elevator will not provide for "temporary use" of the elevator(s) described in this Proposal prior to completion and acceptance of the complete installation. Temporary use shall be agreed to via a change order to this Proposal which shall require Purchaser's execution of TK Elevator's standard Temporary Use Agreement. Cost for temporary use of an elevator shall be \$200.00 per calendar day per hydraulic elevator and \$250.00 per calendar day for each traction elevator for rental use only, excluding personnel to operate. All labor and parts, including callbacks required during the temporary use period will be billed at TK Elevator's standard local billing rates. In the event that an elevator must be provided for temporary use, TK Elevator will require 30 days to perform final adjustments and re-inspection after the elevator has been returned to TK Elevator with all protection, intercoms and temporary signage removed. This duration does not include any provisions for finish work or for repairs of same, which shall be addressed on a project-by-project basis. Cost for preparation of controls for temporary use, refurbishment due to normal wear and tear, readjustment and re-inspection is \$5,000.00 per elevator up to 10 floors. For projects above 10 stops, an additional cost of \$1,500.00 / 10 floors shall apply. These costs are based on work performed during normal working hours. Temporary use excludes vandalism or misuse. Any required signage, communication devices, elevator operators, and protection are not included while temporary use is being provided. All overtime premiums for repairs during the temporary use period will be billed at TK Elevator's local service billing rates.

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- b. The Proposal price set forth above includes one (1) inspection per unit by the applicable authority having jurisdiction if required by the government of the locality where the equipment is located. In the event the equipment fails that inspection due to no fault of TK Elevator, TK Elevator will charge Purchaser for both the cost of each re-inspection which shall be \$1,500.00 and a remobilization fee which shall be \$5,000.00 via change order prior to scheduling a re-inspection.
- c. Upon notice from TK Elevator that the installation and/or modernization of the equipment is complete, Purchaser will arrange to have present at the jobsite a person authorized to make the final inspection and to execute TK Elevator's "Final Acceptance Form." The date and time that such person will be present at the site shall be mutually agreed upon but shall not be more than ten (10) business days after the date of TK Elevator's notice of completion to Purchaser unless both TK Elevator and Purchaser agree to an extension of that ten (10) day period in writing. Such final inspection and execution of TK Elevator's "Final Acceptance Form" shall not be unreasonably delayed or withheld.
- d. Should the Purchaser or the local authority having jurisdiction require TK Elevator's presence at the inspection of equipment installed by others in conjunction with the work described in this Proposal, Purchaser agrees to compensate TK Elevator for its time at TK Elevator's current billing rate as posted at its local office.
- e. At the conclusion of its work, TK Elevator will remove all equipment and unused or removed materials from the project site and leave its work area in a condition that, in TK Elevator's sole opinion, is neat and clean.
- f. Purchaser agrees to accept a live demonstration of equipment's owner-controlled features in lieu of any maintenance training required in the bid specifications.
- g. Purchaser agrees to accept TK Elevator's standard owner's manual in lieu of any maintenance, or any other, manual(s) required in the bid specifications.

8. MAX

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

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

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g. The installation of this equipment shall not confer any rights or operate as an assignment or license to you of any patents, copyrights or trade secrets with respect to the equipment and/or any software contained or imbedded therein or utilized in connection with the collection, monitoring and/or analysis of data.

9. Additional Terms and Conditions

a. In no event shall TK Elevator be responsible for liquidated, consequential, indirect, incidental, exemplary, and special damages associated with the work described in this Proposal.

b. This Proposal is made without regard to compliance with any special purchasing, manufacturing or construction/installation requirements including, but not limited to, any socio-economic programs, such as small business programs, minority or woman owned business enterprise programs, or local preferences, any restrictive sourcing programs, such as Buy American Act, or any other similar local, state or federal procurement regulations or laws that would affect the cost of performance. Should any such requirements be applicable to the work described in this Proposal, TK Elevator reserves the right to modify this Proposal or rescind it altogether.

c. TK Elevator is an equal opportunity employer.

d. TK Elevator's performance of the work described in this Proposal is contingent upon Purchaser furnishing TK Elevator with any and all necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this Proposal or the manufacture, delivery or installation of the equipment. All applicable sales and use taxes, permit fees and licenses imposed upon TK Elevator as of the date of the Proposal are included in the price of the Proposal. Purchaser is responsible for any additional applicable sales and use taxes, permit fees and licenses imposed upon TK Elevator after the date of the Proposal or as a result of any law enacted after the date of the Proposal.

e. All taxes, tariffs, duties, permit and/or license fees imposed upon TK Elevator as of the date of the execution of this Proposal are included in the price of the Proposal. After the date of acceptance of this Proposal and in addition to the Proposal price, Purchaser is also responsible to pay TK Elevator for any new (or any increase in): (1) applicable taxes, tariffs, duties, permit and/or license fees; (2) charges from its suppliers for any of the applicable materials and/or components: (A) due to supply chain issues, the imposition of new or increased taxes, tariffs, or other charges by applicable governmental authorities; (B) if the release of materials called for in this Proposal occurs after the milestone mentioned earlier in this Proposal; and/or (C) if the completion of work called for in this Proposal occurs after the milestone mentioned earlier in this Proposal; and/or (3) charges from TK Elevator's shippers and/or freight forwarders.

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

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

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

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

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

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

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

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

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

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

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

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

r. Purchaser, in consideration of TK Elevator performing the services set forth in this Proposal, to the fullest extent permitted by law expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit TK Elevator Corporation, TK Elevator Manufacturing, Inc., their respective employees, officers, agents, insurers, affiliates, and subsidiaries (hereinafter singularly a "TK Elevator party" and collectively the "TK Elevator parties") from and against any and all claims, demands, suits, and proceedings for loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death that are alleged to either have arisen out of or be connected with the sale, marketing, presence, use, misuse, maintenance, installation, removal, modernization, manufacture, design, operation or condition of the equipment that is the subject matter of this Proposal or the labor and materials furnished in connection with this Proposal. Purchaser's duty to indemnify a TK Elevator party does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death is determined to be caused by or resulting from the negligence of that TK Elevator party. Purchaser recognizes that its obligation to defend the TK Elevator parties under this clause, which is separate and apart

Modernization Proposal



from its duty to indemnify the TK Elevator parties, includes payment of all attorneys' fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims, demands, suits or proceedings.

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

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

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

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

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

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

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

Acceptance

Purchaser's acceptance of this Proposal and its approval by an authorized manager of TK Elevator will constitute exclusively and entirely the agreement between the parties for the goods and services herein described and full payment of the sum of Ninety Seven Thousand Six Hundred Five Dollars (\$97,605.00) plus any applicable sales tax.

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

Sutton County Courthouse
(Purchaser):

TK Elevator Corporation Management Approval

By:

By:

(Signature of Authorized Individual)

(Signature of Branch Representative)

~~Maura Weingart~~

Jason Cobb

Joseph Harris
(Print or Type Name)

General Manager

Sutton County Judge
(Print or Type Title)

10/10/2023
(Date of Acceptance)

(Date of Execution)

PURCHASE BID FOR SUTTON COUNTY TRUST PROPERTY

BID INFORMATION (please print or type)

Tax ID Number of property: 100621

Legal description of property: Lot 4A Blk B

Pedro Domingo

Amount Bid: \$ 2500.00

TERMS AND CONDITIONS:

1. All bids for the purchase of real property held in trust must be approved by all applicable taxing entities prior to the issuance of a tax deed to the approved bidder.
2. No bidder who currently owes delinquent taxes can receive a tax deed until all delinquent taxes have been paid in full. A taxing entity may elect to withhold its approval of a bid until the bidder has paid his/her delinquent taxes in full.
3. In the event a bidder is notified by the taxing entity that his/her bid has been approved by the appropriate taxing entities, he/she must tender a check or money order made payable to the SUTTON COUNTY CLERK in the amount of \$30.00 to cover the cost of recording the tax deed. Please note that the cost of recording is not controlled by the taxing entities and may change in the future.
4. All property held in trust by SUTTON County is sold AS-IS without any warranties, express or implied. ALL SALES ARE FINAL.

BIDDER INFORMATION

Name of Bidder: Victor Virgen

Street Address: 100. Calle USeus

City, State, Zip: Sonora Tex. 76930

Phone number: 325 206 0524

Signature of bidder: Victor Virgen

Trust Property Report

Trustee: City of Sonora, In Trust

Property Number: R100621

Address: 105 Uno St.

Legal Description: PEDRO DOMINGUEZ, BLOCK B, LOT 4A

Bid Amount: \$2,500.00

Current Appraised Value: \$6,360.00

Bidder: Victor Virgen

Sutton County Appraisal District
 PROPERTY 100621 R 09/09/1992
 Legal Description: PEDRO DOMINGUEZ, BLOCK B, LOT 4A
 Ref ID: 01PD B 4A 0001
 01PD B 4A 0001

OWNER ID: 10003217
 CITY OF SONORA IN TRUST
 201 E MAIN
 SONORA, TX 76950

PROPERTY APPRAISAL INFORMATION 2024
 ENTITIES: 01 100% IMPROVEMENTS 0
 011 100% LAND MARKET + 6,360
 02 100% MARKET VALUE = 6,360
 03 100% PRODUCTIVITY LOSS 0
 05 100% APPRAISED VALUE = 6,360
 06 100% HS CAP LOSS 0
 CAD 100% ASSESSED VALUE = 6,360

GENERAL
 LAST APPR. YR 2011
 LAST INSP. DATE 12/07/2022
 NEXT INSP. DATE 01/01/2026
 LOT SIZE 45X90'

UTILITIES
 TOPOGRAPHY
 ROAD ACCESS
 ZONING
 BUILDER
 NEXT REASON
 REMARKS

BUILDING PERMITS
 ISSUE DT PERMIT TYPE PERMIT AREA ST PERMIT VAL

SALE DT PRICE GRANTOR DEED INFO
 09/22/2022 ***** CARRENO FELIBERTSHER / #67689 /
 12/06/2007 ***** AVILA FRANCISCA WD / 357 / 538
 09/20/1983 ***** OT / 150 / 249

SUBD. PD 100.00% NBHD: IMPROVEMENT INFORMATION
 # TYPE DESCRIPTION MTHD CLASS/SUBCL AREA UNIT PRICE/UNITS BUILT EFF YRS COND. VALUE DEPR PHYS ECON FUNG COMP ADJ ADJ VALUE

LAND INFORMATION
 DIMENSIONS 45X90
 UNIT PRICE 141.40
 GROSS VALUE 6,360
 ADJ VAL 1.00
 MASS ADJ VAL SRC 1.00
 IRR Water: 0 Capacity: 0
 Mkt Val 6,360
 AG ADPLY AG CLASS AG TABLE AG UNIT PRG AG VALUE

SUBD. PD 100.00% NBHD: NBHD: TABLE SC HS METH
 1 PEDRO PEDRO C1 N FF
 Comment: LDSEQ=1

**2024 Sutton County Resolution
Indigent Defense Grant Program**

WHEREAS, under the provisions of the Texas Government Code Section 79.037 and Texas Administrative Code Chapter 173, counties are eligible to receive grants from the Texas Indigent Defense Commission to provide improvements in indigent defense services in the county; and

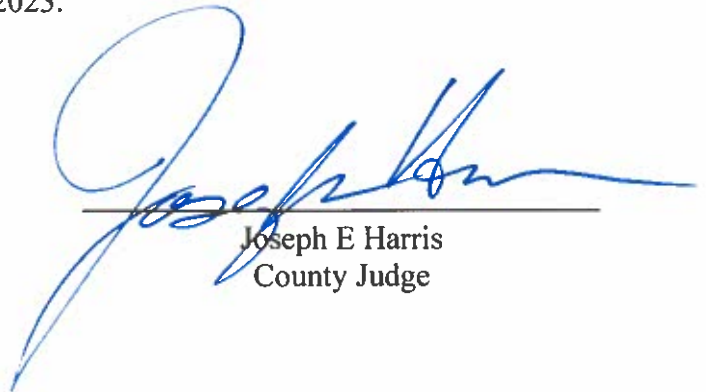
WHEREAS, this grant program will assist the county in the implementation and the improvement of the indigent criminal defense services in this county; and

WHEREAS, Sutton County Commissioners Court has agreed that in the event of loss or misuse of the funds, Sutton County Commissioners assures that the funds will be returned in full to the Texas Indigent Defense Commission.

NOW THEREFORE, BE IT RESOLVED and ordered that the County Judge of this county is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Indigent Defense Formula Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that the County Auditor is designated as the Financial Officer for this grant.

Adopted this 10th day of October, 2023.



Joseph E Harris
County Judge

Attest:



County Clerk