

AGENDA
GILLESPIE COUNTY COMMISSIONERS COURT
REGULAR MEETING
MONDAY, FEBRUARY 12, 2024
GILLESPIE COUNTY COURTHOUSE
FREDERICKSBURG, TEXAS
9:00 O'CLOCK A.M.

Invocation and Pledge of Allegiance.

1. Call meeting to order.

2. Consent Agenda - routine business items that the Court will act upon collectively in single motion, unless an item is requested to be removed from the Consent Agenda by any member of the Commissioners Court, in which case the removed item will be considered, discussed, and acted upon separately as a regular agenda item.
 - a) Consider approval of Bills & Claims and payments via electronic fund transfers.

 - b) Consider approval of Journal Entries & Budget Amendments (Line Item Transfers).

 - c) Consider approval of payroll claims & related expenses.

 - d) Consider approval of Departmental Reports.

 - e) Consider approval of Fees of Office.

3. Consider approval of an agreement between Cornett Engineering and Gillespie County for “on-call” engineer services at the County Airport, and authorization for the execution of documents.

4. Consider approval of the TXDOT Airport Project Participation Agreement for design services to rehabilitate and repair Runway 14-32 and taxiways at the County Airport, and authorization for execution of documents.

5. Consider the removal of cattle guard in the 2100-2200 section of Cherry Mountain Loop. Notice to adjacent landowners was mailed November 15th, 2023, last day to request a public hearing was January 29th, 2024, and removal would occur on or after February 13th, 2024.

6. Consider approval of the purchase of culverts for Wendle-Ahrens Road project.
7. Consider approval of renewal of Beyond Trust remote support software licensing for IT department.
8. Consider approval of contract between Gillespie County and the Stonewall Volunteer Fire Department for rural fire services, and authorization for execution of documents.
9. Consider approval of contract between Gillespie County and the Tierra Linda Volunteer Fire Department for rural fire services, and authorization for execution of documents.
10. Consider approval of contract between Gillespie County and the Willow City Volunteer Fire & Rescue, Inc. for rural fire services, and authorization for execution of documents.
11. Consider approval of hiring personnel in the Human Resources Department.
12. Deliberation concerning the appointment, employment, reassignment, evaluation, duties, discipline, and/or dismissal of Human Resources Director, discuss candidates for same, and consider taking appropriate action related thereto (551.074).
13. Consider approval of hiring Human Resources Director.
14. Deliberation concerning the appointment, employment, reassignment, evaluation, duties, discipline, and/or dismissal of County Engineer, and consider taking appropriate action related thereto (551.074).
15. Consider approval of revised job description for County Engineer.
16. Consider following action related to creation of Courtroom Administrator positions:
 - a) Consider approval of creation of two (2) Courtroom Administrator positions;

- b) Consider approval of job description for Courtroom Administrator positions, and approve posting and advertising for same;
 - c) Consider amendment to County employee position schedule to transfer vacant budgeted positions from an elected office or County department and reallocate same as Courtroom Administrator positions in appropriate elected office or County department; and
 - d) Consider approval of appropriate budget amendments (line-item transfers) to transfer budgeted salary and benefits funds from available vacant budgeted position(s) to the elected office or County department budget where the Courtroom Administrator positions are located.
17. Consider approval of job description for part time Library page position, and approve posting and advertising for same.
18. Consider approval of pay raise for personnel in Sanitation department due to employee acquiring advanced license/certification.
19. Consider approval of County Clerk minutes from multiple Commissioners Court meetings held in 2023.
20. Consider appointment of County representatives to serve on the Chamber of Commerce Broadband Committee and Housing Committee.
21. Consider approval of estimate from Hill Country Pump Service for portable toilet service during 2024 eclipse event.
22. Consider award of bid for installation of backup emergency generator at Gillespie County Law Enforcement Center.
23. Consider amendment to payee name that was approved on Agenda Item #7 at the December 5, 2023 meeting, related to the purchase of a compact track loader and attachments for Precinct #1
24. Receive notice of Continuing Education Certificates for the County Clerk for 2023.
25. Consider approval of request from Hill Country Community Needs Council for temporary construction site access across the County parking lot located on Frederick Road.

26. Consider approval of hiring or transferring personnel for vacant positions in the Sheriff's Office.
27. Discuss bids received on January 17, 2024 for (1) Aggregate and Flexible Base, (2) Emulsified Asphalt, (3) Cold Mix Lay Asphalt, (4) Concrete, (5) Fuel with Bobtail Delivery, and (6) Transportation and Delivery Services (Product from Other Entity), and consider award of contracts for the above materials and services.
28. Consider approval of advertisement of Bid Documents for Transportation and Delivery Services (Product from Other Entity) on February 21, 2024 and February 28, 2024.
29. Consider approval of replat application for Tract 334-335 in Tierra Linda Estates No. 3, Precinct 2.
30. Consider approval of variances from the County's Development Regulations concerning Lot 1 and 2 in Burlison Subdivision, Precinct 4, as requested by Waymaker Surveying as follows:
 - a) Allowance of alternate verbiage for the owner certification, surveyor certification, and county engineer certification (Subdivision Ordinance Article 4.1(P),(R), and (U)).
 - b) Allowance to omit submittal of a drainage study (required per Subdivision Ordinance Article 4.1(H)).
 - c) Allowance to omit submittal of a water availability study (required per Subdivision Ordinance Article 4.1(L))
31. Consider approval of final plat application for Lot 1 and 2 in Burlison Subdivision, Precinct 4.
32. Discuss the purchase, exchange, lease, or value of real property, located in the vicinity of the County Airport, and take appropriate action relating to same. (551.072)

CONSULTING SERVICES AGREEMENT ON-CALL ENGINEERING SERVICES

This Consulting Services Agreement ("Agreement") is by and between Mark D. Cornett, P.E., dba Cornett Engineering ("Consultant") and Gillespie County Airport (T82) ("Client"), and is effective for all purposes as of _____.

Project: On-Call Engineering Services related to planning and development of T82 infrastructure

Scope of Services

Consultant will provide on-call engineering services for T82 (Gillespie Airport) in development of the airport per the attached CIP Composite Drawing as provided in the 2023 Airport Layout Plan (page 20). On-call engineering services include civil engineering planning and design, and other services requested including survey, structural design, or geotechnical testing which will be provided by qualified sub-consultants. Specific scopes of work and fee structure will be provided in task orders and tracked separately under the on-call services contract.

Schedule

A schedule to complete work for each Task Order will be provided in the specific Task Order.

Information provided by client

Client will provide any previous reports, CAD files, and other applicable information that may impact the work and is available to the client. The information should be provided in paper, .pdf, or other electronic formats.

Fees

Fees for each Task Order will be based upon hourly or agreed upon fixed fee rates. Hourly rates include the use of computers, vehicle for travel, meeting time, and time in development of the completed work. Hourly rates are established for Consultant only and do not represent any subconsultant or service that is used in completion of the work, such as structural engineering, electrical engineering, surveying, or geotechnical/testing services.

Cornett Engineering

1174 Funf Kinder Rd., Fredericksburg, Texas 78624 210-213-1195

Mark@cornettengineering.com Firm No. F-13850

Excluded from Scope of Service

Services specifically excluded from this agreement are legal representations or general contracting services for construction.

Closing

Agreement includes and is subject to, and only to, the attached Consulting Services Agreement Standard Provisions

Sincerely,

CONSULTANT:

CORNETT ENGINEERING

By: Mark D. Cornett, P.E. _____

Accepted by:

CLIENT: Gillespie County Airport (T82)

By: _____ Date: _____

Address: _____

Phone: _____

Email: _____

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CONSULTING SERVICES AGREEMENT STANDARD PROVISIONS

1. Consultant's Scope of Services and Additional Services. The Consultant will perform only the services specifically described in this agreement. If requested by the Client and agreed to by the Consultant, the Consultant will perform additional services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses, including reproduction, postage, and supplies. Other direct expenses will be billed at 1.10 times cost.

2. Client's Responsibilities. In addition to other responsibilities herein or imposed by law, the Client shall:
 - a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
 - b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development design or construction.
 - c. Provide the Consultant all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
 - d. Arrange for access to the site and other property as required for the Consultant to provide its services.
 - e. Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
 - f. Provide Consultant requirements for insurance or professional liability with this contract so as not to delay the Consultant.
 - g. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
 - h. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
 - i. Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services or any defect or noncompliance in any aspect of the project.

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3. Period of Services. Unless otherwise stated herein, the Consultant will begin work after receipt of a properly executed copy of this agreement. This agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six (6) months, Consultant reserves the right to request renegotiation of the terms of agreement.
4. Method of Payment. Client shall pay Consultant as follows:
 - a. Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 30 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice.
 - b. Interest will be added to accounts not paid within 30 days at the rate of 18% per year beginning on the 30th day. If the Client fails to make any payment due under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid. Consultant shall not be liable for any delay or damages because of suspension of work by Consultant.
 - c. If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
 - d. If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due within 30 days of receipt.
 - e. If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
 - f. The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

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5. Use of Documents. All documents and data prepared by the Consultant are related exclusively to the services described in this agreement and may be used only if the Client has satisfied all obligations under this agreement. The Consultant is providing a non-exclusive license to the Client to use the Consultant's instrument of services for the project. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of the Consultant's documents, or any reuse of the documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend, and hold the Consultant harmless from all claims, damages, losses, and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.
6. Opinions of Cost. Because the Consultant does not control the cost of labor, materials, equipment, or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids, or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as additional services.
7. Suspension by Client. If work is suspended by Client, Consultant shall be reimbursed for costs associated with the delay, as well as compensated for services performed and allowed and appropriate adjustment to the schedule and fee prior as additional services.
8. Termination. The obligation to provide further services under this agreement may be terminated by either party upon seven (7) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof or upon thirty (30) days' written notice for the convenience of the terminating party. The Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination and other reasonable expenses incurred by the Consultant because of such termination.
9. Standard of Care. The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

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10. LIMITATION OF LIABILITY. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO THE CLIENT AND THE CONSULTANT, THE RISKS ARE ALLOCATED SUCH THAT, TO THE FULLEST EXTENT ALLOWED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE CONSULTANT AND THE CONSULTANT'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS TO THE CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER THE CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES UNDER THIS AGREEMENT FROM ANY CAUSES, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR ANY WARRANTY, EXPRESS OR IMPLIED, OF THE CONSULTANT OR THE 'OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, SHALL NOT EXCEED TWICE THE TOTAL COMPENSATION RECEIVED BY THE CONSULTANT UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS GREATER. HIGHER LIMITS OF LIABILITY MAY BE NEGOTIATED FOR ADDITIONAL FEE. THIS SECTION 9 IS INTENDED SOLELY TO LIMIT THE REMEDIES AVAILABLE TO THE CLIENT OR THOSE CLAIMING BY OR THROUGH THE CLIENT, AND NOTHING IN THIS SECTION SHALL REQUIRE THE CLIENT TO INDEMNIFY THE CONSULTANT.
11. Mutual Waiver of Consequential Damages. In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including, but not limited to, loss of income or loss of profits.
12. Construction Costs. Under no circumstances shall the Consultant be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.
13. Certifications. The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility. The Client shall submit to the Consultant within 14 days prior to the date of agreement any required certifications. The Consultant shall not be required to execute certification that would require knowledge, services, or responsibilities beyond the scope of the agreement.
14. Dispute Resolution. All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within two (2) years of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

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15. Hazardous Substances and Conditions. Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, then agreed to, plans and specifications for isolation, removal, or remediation. The Consultant will notify the Client of unanticipated hazardous substances or conditions of which the Consultant becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

16. Construction Phase Services.

- a. If the Consultant prepares construction documents and the Consultant is not retained to be involved with construction phase services, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.
- b. The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
- c. The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents, and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

17. No Third-Party Beneficiaries; Assignment and Subcontracting. This agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

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18. Confidentiality. The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.
19. Miscellaneous Provisions. This agreement is to be governed by the law of the State of Texas. This agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this agreement.

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TEXAS DEPARTMENT OF TRANSPORTATION
AIRPORT PROJECT PARTICIPATION AGREEMENT
(Federally and State Assisted Airport Development Grant)

TxDOT Project No.: 2414FREDB
Commission Approval: January
NPE Funds Applied: FY22
UEI: QURJUBCUGHS4
ALN: 20.106

Part I - Identification of the Project

TO: Gillespie County, Texas

FROM: The State of Texas, acting through the Texas Department of Transportation

This Agreement is made and entered into by and between the Texas Department of Transportation, (hereinafter referred to as the "State"), for and on behalf of the State of Texas, and Gillespie County, Texas, (hereinafter referred to as the "Sponsor").

The Sponsor desires to sponsor a project for the development of a public aviation facility, known or to be designated as the Airport under the Airport and Airway Improvement Act of 1982, as repealed and recodified in Title 49 United States Code, Section 47101 et seq., (hereinafter referred to as "Title 49 U.S.C."), and Rules, Regulations and Procedures promulgated pursuant to; and under V.T.C.A. Transportation Code, Title 3, Chapters 21-22, et seq. (Vernon and Vernon Supp).

The project is described as design services to: rehabilitate and repair Runway 14-32 and crossover taxiways B & C; parallel taxiway and stub taxiways A and D; repair and reconstruct large aircraft parking area; rehabilitate small aircraft parking areas; and install airfield pavement markings at Gillespie County Airport.

The Sponsor applies for federal financial assistance and desires the State to act as the Sponsor's agent in matters connected with the project described above.

The parties, by this Agreement, do fix their respective responsibilities, with reference to each other, with reference to the accomplishment of the project and with reference to the United States.

Pursuant to and for the purpose of carrying out the provisions of Title 49 U.S.C., and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in the Airport Project Participation Agreement and its acceptance of this Offer as provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the project and compliance with the assurances and conditions provided,

THE TEXAS DEPARTMENT OF TRANSPORTATION, FOR AND ON BEHALF OF THE UNITED STATES, FEDERAL AVIATION ADMINISTRATION (HEREINAFTER REFERRED TO AS THE "FAA"), OFFERS AND AGREES to pay, as the United States share of the allowable costs incurred in accomplishing the project, ninety per centum of all allowable project costs. This grant is made on and subject to the following terms and conditions:

Part II - Offer of Financial Assistance

1. The allowable costs of the project shall not include any costs determined by the State to be ineligible for consideration as to allowability under Title 49 U.S.C., the V.T.C.A. Transportation Code, Title 3, Chapters 21-22, et seq., (Vernon and Vernon Supp), and the Airport Zoning Act, Tex. Loc. Govt. Code Ann. §§ 241.001 et seq. (Vernon and Vernon Supp).
2. It is estimated that design/engineering project costs will be approximately \$275,000 (Amount A). It is further estimated that approximately \$275,000 (Amount B) of the project costs will be eligible for federal financial assistance, and that federal financial assistance will be for ninety percent (90%) of the eligible project costs. Final determination of federal eligibility of total project costs will be determined by the State in accordance with federal guidelines following completion of project.

The estimated project cost for the construction phase of this project is \$4,062,000 (Amount C). The construction phase will be started upon completion of design, dependent upon availability of federal funds, and approval of the Texas Transportation Commission. A separate grant will be issued for the construction phase. Any federal financial participation over this amount is not guaranteed.

If federal funds are unavailable, this Agreement shall automatically be voided and become of no force and effect, except that unexpended or unencumbered moneys actually deposited by the Sponsor and held with the State for project purposes shall be returned to the Sponsor.

3. The maximum obligation of the United States payable under this offer shall be \$247,500 (Amount D).

This grant should not be construed as block grant funds for the Sponsor, but as a grant for funding of the scope items as listed on page one of this agreement. It is the intent of the State to provide funding to complete the approved work items of this grant and not to amend the scope of work to include items outside of the current determined needs of this project. Scope of work may be amended as necessary to fulfill the unforeseen needs of this specific development project within the spirit of the approved scope, subject to the availability of state, federal, and/or local funds.

4. It is estimated that the Sponsor's share of the total project costs will be \$27,500 (Amount E). The Sponsor specifically agrees that it shall pay any project costs, which exceed the

sum of the federal share (Amount D).

It is further agreed that the Sponsor will reimburse the State for any payment or payments made by the State on behalf of the Sponsor which are more than the federal percentage of financial participation as stated in Paragraph II-2. The State shall refund to the Sponsor, at the financial closure of the project, any excess funds provided by the Sponsor.

5. During design, if the estimated eligible construction project costs exceed Amount C, above, the Sponsor may request the State to void this Agreement. The State shall agree to void this Agreement upon the satisfaction of the following conditions:
 - a. the Sponsor's request to the State to void the Agreement shall be in writing and dated; and
 - b. if required by the State, the Sponsor shall reimburse the State for funds expended on this project and Sponsor shall assume the responsibility for any future expenses for contracted services or materials related to the project for which a contract had been executed prior to the Sponsor's request to void the Agreement. Sponsor funds held by the State may be retained until this requirement is satisfied; and
 - c. failure on the part of the Sponsor to comply with the conditions of this paragraph shall constitute a breach of this Agreement.
6. Upon satisfaction of the conditions specified in Paragraph II-five above, the State shall declare this Agreement null and void, and this Agreement shall have no force and effect, except that unexpended or unencumbered moneys actually deposited by the Sponsor and held with the State for project purposes shall be returned to the Sponsor within a reasonable time.
7. If there is an overrun in the eligible project costs, the State may increase the grant to cover the amount of overrun not to exceed the statutory twenty-five (25%) percent limitation and will advise the Sponsor by amendment of the increase. Upon receipt of the amendment, the maximum obligation of the United States is adjusted to the amount specified and the Sponsor will remit their share of the increased grant amount.

Participation in additional federally eligible costs may require approval by the Texas Transportation Commission. The State will not authorize expenditures more than the dollar amounts identified in this Agreement and any amendments, without the consent of the Sponsor.

Payment of the United States share of the allowable project costs will be made in accordance with the provisions of such regulations and procedures as the State and the FAA, shall prescribe. Final determination of the United States share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

8. Sponsor's share of project costs (Amount E) shall be paid initially in cash when requested

by the State. At project closeout, Sponsor will be reimbursed for any credited amounts that exceed Sponsor's share.

9. Sponsor, by executing this Agreement certifies, and upon request, shall furnish proof to the State that it has sufficient funds to meet its share of the costs. The Sponsor grants to the State and federal government the right, upon advance written request during reasonable and regular business hours, to audit any books and records of the Sponsor to verify said funds. In addition, the Sponsor shall disclose the source of all funds for the project and its ability to finance and operate the project.

Following the execution of this Agreement and upon written demand by the State, the Sponsor's financial obligation (Amount E) shall be due and payable to the State. State may request the Sponsor's financial obligation in partial payments. Should the Sponsor fail to pay the obligation, either in whole or in part, within 30 days of written demand, the State may exercise its rights under Paragraph V-7. Likewise, should the State be unwilling or unable to pay its obligation in a timely manner, the failure to pay shall be considered a breach and the Sponsor may exercise any rights and remedies it has at law or equity.

Expenditures for eligible project costs for the above project made by the State or the Sponsor prior to the award of a federal grant for the project, and prior to actual receipt of the authority to expend federal grant funds, shall be made from Sponsor funds.

10. The State shall make all reasonable attempts to acquire federal funding for the completion and construction of this project within two years of completion of design services. The Sponsor agrees to complete and construct this project within two years of completion of design services, subject to the availability of federal funds. If the sponsor does not move forward with design or construction, they shall reimburse the state 100% of all costs under contract and/or expended at the point of notification that the project will not be completed. The Sponsor also understand that if the FAA has provided Federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this Grant Agreement, the State may suspend or terminate grants related to the design.

11. Completing the Project Without Delay and in Conformance with Requirements. The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the regulations, and the Secretary's policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.

12. Air and Water Quality. The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

13. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

14. Trafficking in Persons.

- A. The Sponsor, as the recipient, and the Sponsor's your employees, under this award, may not:
 1. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 2. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 3. Use forced labor in the performance of the Grant.
- B. The State as the awarding agency, may unilaterally terminate this Grant, without penalty, a Sponsor that is a private entity:
 1. Is determined to have violated a prohibition in paragraph (a) of this condition; or
 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Condition through conduct that is either –
 - a. Associated with performance under this Grant; or
 - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), as implemented by our agency at 2 CFR Part 1200.

3. The Sponsor must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Condition.
4. The State's right to terminate unilaterally that is described in paragraph (a) of this Condition:
 - a. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - b. Is in addition to all other remedies for noncompliance that are available to us under this Grant Agreement.

15. Employee Protection from Reprisal.

1. Prohibition of Reprisals

- a. In accordance with 41 U.S.C. § 4712, an employee of a State, Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
- b. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - vii. An authorized official of the Department of Justice or other law enforcement agency.
- c. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

- d. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 - e. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
 - f. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).
16. The Sponsor agree to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.
17. Buy American. Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
18. Build America, Buy America. The sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).
19. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
 - b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., Sub-contracts).
 - c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.
20. Prohibited Telecommunications and Video Surveillance Services and Equipment. The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.

21. Critical Infrastructure Security and Resilience. The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in their project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.
22. The period of performance shall commence on the date the State executes this agreement. The end date of the period of performance is four years from the date of execution of the state.

PART III - Sponsor Responsibilities

1. In accepting the Agreement, the Sponsor guarantees that:
 - a. it will comply with the Attachment A, Certification of Airport Property Interests, attached and made a part of this Agreement; and
 - b. it will comply with the Attachment B, Certification of Airport Fund, attached and made a part of this Agreement; and
 - c. it will comply with the Attachment F, Airport Assurances (5/2022), attached and made a part of this Agreement; and
 - d. it will comply with the Attachment E, Certification and Disclosure Regarding Potential Conflicts of Interest, attached and made a part of this Agreement; and
 - e. it will, in the operation of the facility, comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State of Texas or the FAA in connection with the federal grant; and
 - f. the Airport or navigational facility which is the subject of this Agreement shall be controlled for a period of at least 20 years, and improvements made or acquired under this project shall be operated, repaired, and maintained in a safe and serviceable manner for the useful life of said improvements, not to exceed 20 years; and
 - g. consistent with safety and security requirements, it shall make the airport or air navigational facility available to all types, kinds, and classes of aeronautical use without unjust discrimination between such types, kinds and classes and shall provide adequate public access during the term of this Agreement; and
 - h. it shall not grant or permit anyone to exercise an exclusive right for the conduct of aeronautical activity on or about an airport landing area. Aeronautical activities include, but are not limited to scheduled airline flights, charter flights, flight

instruction, aircraft sales, rental and repair, sale of aviation petroleum products and aerial applications. The landing area consists of runways or landing strips, taxiways, parking aprons, roads, airport lighting and navigational aids; and

- i. it shall not permit non-aeronautical use of airport facilities, unless noted on an approved Airport Layout Plan, without prior approval of the State/FAA. This includes but is not limited to: the process of land disposal, any changes to the aeronautical or non-aeronautical land uses of the airport, land's deeded use from non-aeronautical to aeronautical, requests of concurrent use of land, interim use of land, approval of a release from obligations from the State/FAA, any of which will require 18 months, or longer; and
- j. through the fence access shall be reviewed and approved by the State; and
- k. it will acquire all property interests identified as needed for the purposes of this project and comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State of Texas or the FAA in connection with the federal grant in the acquisition of such property interests; and that airport property identified within the scope of this project and Attorney's Certificate of Airport Property Interests shall be pledged to airport use and shall not be removed from such use without prior written approval of the State; and
- l. the Sponsor shall submit to the State annual statements of airport revenues and expenses as requested; and
- m. all fees collected for the use of an airport or navigational facility constructed with funds provided under the program shall be reasonable and nondiscriminatory. The proceeds of such fees shall be used solely for the development, operation, and maintenance of the Sponsor's system of airport(s) or navigational facility(ites).
- n. an Airport Fund shall be established by resolution, order, or ordinance in the treasury of the Sponsor, or evidence of the prior creation of an existing airport fund or a properly executed copy of the resolution, order, or ordinance creating such a fund shall be submitted to the State. Such fund may be an account within another fund but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole. All fees, charges, rents, and money from any source derived from airport operations must be deposited in said Airport Fund and shall not be diverted to the general revenue fund or any other revenue fund of the Sponsor. All expenditures from the Airport Fund shall be solely for airport or airport system purposes. Sponsor shall be ineligible for a subsequent grant or loan by the State unless, prior to such subsequent approval of a grant or loan, Sponsor has complied with the requirements of this subparagraph; and
- o. for federally funded projects any revenue from airport property mineral rights be identified as airport revenue; deposited to the airport fund and used for airport

operations; and

- p. the Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.
- q. insofar as it is reasonable and within its power, Sponsor shall adopt and enforce zoning regulations to restrict the height of structures and use of land adjacent to or in the immediate vicinity of the airport to heights and activities compatible with normal airport operations as provided in Tex. Loc. Govt. Code Ann. §§ 241.001 et seq. (Vernon and Vernon Supp.). Sponsor shall also acquire and retain aviation easements or other property interests in or rights to use of land or airspace unless Sponsor can show that acquisition and retention of such interests will be impractical or will result in undue hardship to Sponsor. Sponsor shall be ineligible for a subsequent grant or loan by the State unless Sponsor has, prior to such subsequent approval of a grant or loan, adopted and passed an airport hazard zoning ordinance or order approved by the State; and
- r. it will provide upon request of the State, the engineering or planning consultant, and the FAA copies of any maps, plans, or reports of the project site, applicable to or affecting the above project; and
- s. after reasonable notice, it will permit the State, the FAA, and any consultants and contractors associated with this project, access to the project site, and will obtain permission for the State, the FAA, and consultants and contractors associated with this project, to enter private property for purposes necessary to this project; and
- t. all development of an airport constructed with program funds shall be consistent with the Airport Layout Plan approved by the State and maintained by the Sponsor. A reproducible copy of such plan, and all subsequent modifications, shall be filed with the State for approval; and
- u. it shall take all steps, including litigation, if necessary, to recover funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal and State funds have been expended. For the purposes of this grant agreement, the term "funds" means funds, however used, or disbursed by the Sponsor or Agent that were originally paid pursuant to this or any other grant agreement. It shall obtain the approval of the State as to any determination of the amount of such funds. It shall return the recovered share, including funds recovered by settlement, order, or judgment, to the State. It shall furnish to the State, upon request, all documents and records pertaining to the determination of the amount of the funds or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such funds shall be approved in advance by the State.

2. The Sponsor certifies to the State that it will have acquired clear title in fee simple to all property upon which construction work is to be performed, or have acquired a leasehold on such property for a term of not less than 20 years, prior to the advertisement for bids for such construction or procurement of facilities that are part of the above project, and within the time frame of the project, a sufficient interest (easement or otherwise) in any other property which may be affected by the project.
3. The Sponsor, to the extent of its legal authority to do so, shall save harmless the State, the State's agents, employees or contractors from all claims and liability due to activities of the Sponsor, the Sponsor's agents or employees performed under this agreement. The Sponsor, to the extent of its legal authority to do so, shall also save harmless the State, the State's agents, employees or contractors from any and all expenses, including attorney fees which might be incurred by the State in litigation or otherwise resisting the claim or liabilities which might be imposed on the State as the result of such activities by the Sponsor, the Sponsor's agents or employees.
4. The Sponsor's acceptance of this Offer and ratification and adoption of the Agreement incorporated shall be evidenced by execution of this instrument by the Sponsor, and the Agreement shall comprise a contract, constituting the obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the project and the operation and maintenance of the airport. Such Agreement shall become effective upon execution of this instrument and shall remain in full force and effect for a period of at least 20 years.
5. Sponsor agrees to provide a suitable location for pre-bid and for pre-construction conferences, and for the submission and opening of construction bids.
6. The Sponsor and not the State shall, for all purposes, be the "Sponsor" of the project identified above as defined in Title 49 U.S.C. Sponsor agrees to assume responsibility for operation of the facility in compliance with all applicable state and federal requirements including any statutes, rules, regulations, assurances, procedures, or any other directives before, during and after the completion of this project.
7. The Sponsor shall have on file with the State a current and approved Attorney's Certificate of Airport Property Interests and Exhibit A property map.
8. The Sponsor shall have on file with the State, Attachment C, Certification Regarding Drug-Free Workplace Requirements, attached and made part of this agreement.
9. Unless otherwise approved by the State, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The sponsor will include in every contract a provision implementing this special condition.
10. Except for instrument landing systems acquired with AIP funds and later donated to and accepted by the FAA, the Sponsor must provide for the continuous operation and

maintenance of any navigational aid funded under the AIP during the useful life of the equipment unless the equipment is transferred by agreement to the FAA in accordance with 49 U.S.C. § 44502(e); The sponsor must check the facility, including instrument landing systems, prior to commissioning to ensure it meets the operational standards. The Sponsor must also remove, relocate, or lower each obstruction on the approach or provide for the adequate lighting or marking of the obstruction if any aeronautical study conducted under FAR Part 77 determines that to be acceptable; and mark and light the runway, as appropriate. The Federal Aviation Administration will not take over the ownership, operation, or maintenance of any sponsor-acquired equipment, except for instrument landing systems.

11. For a project to replace or reconstruct pavement at the airport, the Sponsor shall implement an effective airport pavement maintenance management program as is required by Airport Sponsor Assurance Number 11. The sponsor shall use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. As a minimum, the program must conform to the provisions in Attachment D "Pavement Maintenance Management Program," attached and made part of this agreement.
12. Fencing- if Applicable, the Sponsor understand that if a fence is being installed to prevent wildlife from entering the airfield. The Sponsor agrees to maintain the integrity of the fence for its useful life, but no less than 20 years from the date this Grant was issued. The Sponsor understand that maintenance of the fence includes repair of damage to the fence or gates due to any purpose.

Part IV- Nomination of the Agent

1. The Sponsor designates the State as the party to apply for, receive and disburse all funds used, or to be used, in payment of the costs of the project, or in reimbursement to either of the parties for costs incurred.
2. The State agrees to assume the responsibility to assure that all aspects of the grant are done in compliance with all applicable state and federal requirements including any statutes, rules, regulations, assurances, procedures, or any other directives, except as otherwise specifically provided.
3. The State shall, for all purposes in connection with the project identified above, be the Agent of the Sponsor. The Sponsor grants the State a power of attorney to act as its agent to perform the following services:

Receiving Disbursing Agent:

- a. apply for, accept, receive, and deposit with the State Treasury any and all project funds granted, allowed, and paid or made available by the State and/or the United States under Title 49 U.S.C. and congressional appropriation;

- b. receive, review, approve and process Sponsor's reimbursement requests for approved project costs; and
- c. pay to the Sponsor, from granted funds, the portion of any approved reasonable and eligible project costs incurred by the Sponsor that are in excess of the Sponsor's share.

Paying Agent:

- d. receive, review, approve and pay invoices and payment requests for services and materials supplied in accordance with State executed contracts.

Contracting Agent:

- e. advertise for professional engineering and/or planning services for, but not limited to, the preparation of planning studies, plans and specifications for the above project and for the management of the construction of the above project; select the consultant; certify consultant selection procedures; provide notification of contract award for professional services; and negotiate professional services fees; and execute, on behalf of the Sponsor, a professional services agreement as related to this project;
- f. administer Disadvantage Business Enterprises (DBE) and/or Historically Underutilized Business (HUB) Programs in accordance with federal and state regulations.

Contract Management Agent:

- g. exercise such supervision and direction of the project work as the State reasonably finds appropriate. Where there is an irreconcilable conflict or difference of opinion, judgment, order or direction between the State and the Sponsor, any engineer, contractor, or materialman, the State shall issue a written order, which shall prevail and be controlling.
- h. coordinate and review project plans, specifications, and construction; coordinate and conduct progress and final inspections.

Construction Phase:

- i. authorize the advertisement, receipt and opening of bids for construction of the above project; and award contracts for construction of the above project and acquisition of materials related to it; and execute, on behalf of the Sponsor, construction contracts as related to this project.
- j. participate in pre-bid and pre-construction conferences; and issue orders as it deems appropriate regarding construction progress, including but not limited to Notices to Proceed, Stop Work Orders, and Change Orders.
- k. review, approve and maintain record drawings.

PART V - Recitals

1. The State and the Sponsor shall obtain an audit as required by federal or state regulations.
2. The Sponsor, and not the State, shall be the contractual party to all construction and professional service contracts entered into for the accomplishment of this project. The power of attorney, as granted by the Sponsor to the State in Part IV - Nomination of Agent, is a limited power to perform acts in connection with airport improvements as specified in or necessitated by this Agreement.
3. The Sponsor agrees to pursue and enforce contract items, which are required by federal and/or state regulations, laws, and orders to insure satisfactory performance of contract vendors. Such items include, but are not limited to, bid bonds, payment bonds, and performance bonds. Pursuit and enforcement of contract items may require litigation and other remedies of law.
4. The United States and the State of Texas shall not be responsible or liable for damage to property or injury to persons which may arise from, or be incidental to, compliance with this grant agreement.
5. This Agreement is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party. Furthermore, the State shall not be a party to any other contract or commitment, which the Sponsor may enter into or assume, or have entered into or have assumed, in regard to the above project.
6. If the Sponsor fails to comply with the conditions of the grant, the State may, by written notice to the Sponsor, suspend the grant in whole or in part. The notice of suspension shall contain the following:
 - a. The reasons for the suspension and the corrective action necessary to lift the suspension;
 - b. A date by which the corrective action must be taken;
 - c. Notification that consideration will be given to terminating the grant after the corrective action date.

In the case of suspension or termination, the Sponsor may request the State to reconsider the suspension or termination. Such request for reconsideration shall be made within 45 days after receipt of the notice of suspension or termination.

7. This Agreement is subject to the applicable provisions of Title 49 U.S.C., the V.T.C.A. Transportation Code, Title 3, Chapters 21- 22, et seq., (Vernon and Vernon Supp.), and the Airport Zoning Act, Tex. Loc. Govt. Code Ann. §§ 241.001 et seq. (Vernon and Vernon Supp.). Failure to comply with the terms of this Agreement or with the rules and

statutes shall be considered a breach of this contract and will allow the State to pursue the remedies for breach as stated below.

- a. Of primary importance to the State is compliance with the terms and conditions of this Agreement. If, however, after all reasonable attempts to require compliance have failed, the State finds that Sponsor is unwilling and/or unable to comply with any of the terms and conditions of this Agreement, the State may pursue any of the following remedies: (1) require a refund of any money expended pursuant to the Agreement, (2) deny Sponsor's future requests for aid, (3) request the Attorney General to bring suit seeking reimbursement of any money expended on the project pursuant to the Agreement, provided however, these remedies shall not limit the State's authority to enforce its rules, regulations or orders as otherwise provided by law, (4) declare this Agreement null and void, or (5) any other remedy available at law or in equity.
 - b. Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Agreement, or for enforcement of any of the provisions of this Agreement, is specifically set by Agreement of the parties in Travis County, Texas.
8. The State reserves the right to amend or withdraw this Agreement at any time prior to acceptance by the Sponsor. The acceptance period cannot be greater than 30 days after issuance unless extended by the State, which extension shall not unreasonably be denied or delayed.
 9. This Agreement constitutes the full and total understanding of the parties concerning their rights and responsibilities regarding this project and shall not be modified, amended, rescinded, or revoked unless such modification, amendment, rescission, or revocation is agreed to by both parties in writing and executed by both parties.
 10. All commitments by the Sponsor and the State are subject to constitutional and statutory limitations and restrictions binding upon the Sponsor and the State (including §§ 5 and 7 of Article 11 of the Texas Constitution, if applicable) and to the availability of funds which lawfully may be applied.
 11. The Sponsor's acceptance of this Agreement and ratification and adoption of the Airport Project Participation Agreement shall be evidenced by execution of this instrument by the Sponsor. This Offer and Acceptance shall comprise a Grant Agreement, as provided by the Title 49 U.S.C., constituting the contractual obligations and rights of the United States, the State of Texas, and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided.
 12. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or

investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

13. Termination

This agreement may be terminated in the following manner:

- ◆ by mutual written agreement and consent of both parties.
- ◆ by either party upon the failure of the other party to fulfill the obligations set forth herein.
- ◆ by the State if it determines that the performance of the Project is not in the best interest of the State.

If the contract is terminated in accordance with the above provisions, the Sponsor will be responsible for the payment of Project costs incurred by the State on behalf of the Sponsor up to the time of termination.

- A. In the event the State determines that additional funding is required by the Sponsor at any time during the development of the Project, the State will notify the Sponsor in writing. The Sponsor will make payment to the State within thirty (30) days from receipt of the State's written notification.
- B. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Sponsor, the State, or the Federal Government will be promptly paid by the owing party.
- C. In the event the Project is not completed, the State may seek reimbursement from the Sponsor of the expended funds. The Sponsor will remit the required funds to the State within sixty (60) days from receipt of the State's notification.
- D. The State will not pay interest on any funds provided by the Sponsor.
- E. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Sponsor in accordance with this Agreement.

Part VI - Acceptance of the Sponsor

Gillespie County, Texas, does ratify and adopt all statements, representations, warranties, covenants, and agreements constituting the described project and incorporated materials referred to in the Agreement, and does accept the Offer, and agrees to all the terms and conditions of the Agreement.

Gillespie County, Texas
Sponsor

Sponsor Signature

County Judge
Sponsor Title

Date

Execution by the State

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs and grants heretofore approved and authorized by the Texas Transportation Commission.

**STATE OF TEXAS
TEXAS DEPARTMENT OF
TRANSPORTATION**

(Signature)

Dan Harmon

(Typed Name)

Director, Aviation Division

(Title)

(Date)

ATTACHMENT A

CERTIFICATION OF AIRPORT PROPERTY INTERESTS

By signature below, the Sponsor does certify that the airport property, as reflected on the property map and attorney certificate dated _____ and on file with TxDOT Aviation Division, remains unchanged and is an accurate reflection of the property owned and/or controlled for Gillespie County Airport.

Gillespie County, Texas
(Sponsor)

By: _____

Title: County Judge

Date: _____

ATTACHMENT B

CERTIFICATION OF AIRPORT FUND

The Sponsor does certify that an Airport Fund has been established for the Sponsor, and that all fees, charges, rents, and money from any source derived from airport operations will be deposited for the benefit of the Airport Fund and will not be diverted for other general revenue fund expenditures or any other special fund of the Sponsor and that all expenditures from the Fund will be solely for airport purposes. Such fund may be an account as part of another fund but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole.

Gillespie County, Texas
(Sponsor)

By: _____

Title: County Judge

Date: _____

ATTACHMENT C

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

- A. The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about-
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notices shall include the identification number(s) of each affected grant;
 - (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted-
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f),

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

191 Airport Road

Fredericksburg, TX 78624

Check if there are workplaces on file that are not identified here.

Signed: _____ Dated: _____

County Judge

Title

ATTACHMENT D

PAVEMENT MAINTENANCE MANAGEMENT PROGRAM

The Sponsor agrees to implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Management, which is codified at 49 U.S.C. § 47105(e). The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, rehabilitated, or repaired with Federal financial assistance at the airport. The Sponsor further agree that the program will:

- a. Follow FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
- b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
- c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
 1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
 - i. Location of all runways, taxiways, and aprons;
 - ii. Dimensions;
 - iii. Type of pavement; and
 - iv. Year of construction or most recent major reconstruction, rehabilitation, or repair.
 2. Inspection Schedule.
 - i. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
 - ii. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

1. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
 - i. Inspection date;
 - ii. Location;
 - iii. Distress types; and
 - iv. Maintenance scheduled or performed
2. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the State as may be required.

Attachment E

Certification and Disclosure Regarding Potential Conflicts of Interest Certification Form

A sponsor must disclose in writing any potential conflict of interest to the Texas Department of Transportation. No employee, officer or agent of the sponsor shall participate in selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

1. The employee, officer, or agent,
2. Any member of his immediate family,
3. His or her partner, or
4. An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The sponsor’s officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub agreements.

Sponsor may set minimum rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by state or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrant recipient’s officers, employees, or agents, or by contractors or their agents.

The sponsor must maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts.

1. By checking “Yes,” the sponsor certifies that it does not have any potential conflict of interest or Significant Financial Interests. By checking “No,” the sponsor discloses that it does have a potential conflict of interest, which is further explained below.

Yes No

2. The sponsor maintains a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. By checking “No,” the sponsor discloses that it does not have a written policy, which is further explained below.

Yes No

3. Explanation of items marked “no”:

Sponsor’s Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked “no” is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Signature of Sponsor’s Designated Official Representative: _____

Date: _____

ASSURANCES
AIRPORT SPONSORS
5/2022

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Public Law 117-58, Division J, Title VIII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the

duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.
- d. Hatch Act – 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended - 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended - 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 - 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.²

- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{4,5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹

- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

- a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly

adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of 49 U.S.C. § 47107(s) and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or

relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 - 1. Operating the airport's aeronautical facilities whenever required;
 - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3. Promptly notifying aviators of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be

unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport

and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the

Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant

Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.”

- e. Required Contract Provisions.
1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
 2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
 3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
 4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. § 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection

zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., or Public Law 117-58, Division J, Title VIII it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under Bipartisan Infrastructure Law grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/aip_pfc_checklist) for BIL projects as of [Application Date].

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

View the most current Series 150 Advisory Circulars (ACs) for Airport Projects:

http://www.faa.gov/airports/resources/advisory_circulars and

http://www.faa.gov/regulations_policies/advisory_circulars

I have read and agree to follow the attached FAA Grant Assurances.

Gillespie County, Texas
(Sponsor)

By: _____

Title: County Judge

Date: _____

For more information, please consult the AIP handbook.

https://www.faa.gov/airports/aip/aip_handbook/

Table 2-5 Duration and Applicability of Grant Assurances (Airport Sponsors)

Assurances that...	Include (by assurance # if applicable)...
<p>d. Apply for the useful life of the project (not to exceed 20 years from the grant acceptance date) except in the case of a land acquisition grant, for which the useful life is indefinite and the assurance obligations do not expire.</p>	<p>#5 Preserving Rights and Powers #11 Pavement Preventive Maintenance (This applies to all of the airfield pavement on the airport, not just the specific pavement in the grant.) #19 Operations and Maintenance #20 Hazard Removal and Mitigation #21 Compatible Land Use #22 Economic Nondiscrimination #24 Fee and Rental Structure #27 Use by Government Aircraft #28 Land for Federal Facilities #29 Airport Layout Plan #36 Access by Intercity Buses #37 Disadvantaged Business Enterprises (See 49 CFR parts 23 and 26, since certain program requirements may extend the obligation beyond the 20 year period, while the DBE requirements for the project apply until the project is closed.) #38 Hangar Construction #39 Competitive Access</p>
<p>e. Last for as long as the airport is owned and operated as an airport</p>	<p>#23 Exclusive Rights #25 Airport Revenue #30 Civil Rights #31 Disposal of Land</p>

Table 3-7 Minimum Useful Life

Project Type	Useful Life
a. All construction projects (unless listed separately below)	20 years
b. All equipment and vehicles (unless listed separately below)	10 years
c. Pavement rehabilitation (not reconstruction, which is 20 years)	10 years
d. Asphalt seal coat, slurry seal, and joint sealing	3 years
e. Concrete joint replacement	7 years
f. Airfield lighting and signage	10 years
g. ARFF vehicles	15 years
h. ARFF structural gear (firefighting suits), which has less heat insulation than proximity gear (per the National Fire Protection Association 1971 Standard on Protective Ensembles for Structural Firefighting and Proximity Firefighting)	7 years
i. ARFF proximity gear (firefighting suits), which is also referred to as slicks, bunker, or turn out gear (per the National Fire Protection Association 1971 Standard on Protective Ensembles for Structural Firefighting and Proximity Firefighting)	5 years
j. NAVAIDs and Weather Reporting Equipment	15 years
k. Buildings	40 years
l. Land	Unlimited
m. Loading Bridges	20 years
n. Fencing	20 years




Rail Car Tanker Converted Culvert for Wendel-Ahrens Project

- **The Railroad Yard**
 - Dec 8th, 2023 – Provided a quote
 - Feb 1st, 2024 – I email and asked if quote is still valid, he confirmed valid until 2-16-24 (attached).
- **Clark Tank Cars – No culvert product**
- **Sterling Rail – No culvert product**
- **Hasara Culvert & Contracting, Inc.**
 - Dec 19th, 2023 – They indicated by email that they could do what we were looking at
 - Dec 20th, 2023 - I emailed and asked for a quote delivered to Hwy 87 yard
 - Jan 2nd, 2024 - I emailed and asked for an update on the quote, he responded he was still working on it.
 - Feb 1st, 2024 - I emailed and asked for an update on the quote, he responded *"The last 2 years, it's been difficult to find tank cars, and there is no way to predict pricing. When they become available, I will let you know. At this time I just don't know when."*



Page: 1

Quote



THE RAILROAD YARD INC.

The Railroad Yard
PO Box 2283
Stillwater, OK 74076
(405) 377-8763

Order Number: 0126064
Order Date: 12/8/2023

Salesperson: 2/JS
Customer Number: GILL028

Sold To:
Gillespie County, TX
101 West Main Street, Unit #9
Fredericksburg, TX 78624

Ship To:
County Yard, 2254 North US Hwy 87, Fredericksburg, TX 78624

Confirm To: Don Weinheimer (830) 307-6096 (830) 307-6096

Customer P.O.	Ship VIA	F.O.B.	Terms
	RRY TRUCK		Net 30

Item Code	Unit	Ordered	Shipped	Back Order	Price	Amount
Don Weinheimer O: (830) 307-6096 M: (281) 660-1476						
dweinheimer@gillespiecounty.org						
Foreman Brent Rode brode@gillespiecounty.org						
HTC10300H	EA	1.000	0.000	0.000	13,500.0000	13,500.00
10'x30' Half Culvert- Headwalls pricing for 1 unit						
HTC10300H	EA	2.000	0.000	0.000	12,750.0000	25,500.00
10'x30' Half Culvert- Headwalls pricing for multiple units						

*Quote valid thru 2/16

\$13,500

Net Order: 39,000.00
Less Discount: 0.00
Freight: 0.00
Sales Tax: 0.00
Order Total: 39,000.00

NONTAX



CHECK REMITTANCE ADDRESS:
 BeyondTrust Corporation
 PO Box 734433
 Dallas, TX 75373-4433

Date	December 15, 2023
Renewal Notice #	Q-800148-1
Contact Information	Renewals renewal @beyondtrust.com Phone: (855) 551-2834

Renewal Notice

Notice To:

Gillespie County Accounts Payable
 Gillespie County
 101 West Main Street
 Unit 4 (Auditor Office)
 Fredericksburg, TX 78624
 UNITED STATES

Ship To:

Roger Bunker
 Gillespie County
 101 West Main Street
 Unit 4
 Fredericksburg, TX 78624
 UNITED STATES

*Must match shipping address on purchase order (if applicable)

Expiration Date: March 31, 2024

Renewal Term: April 1, 2024 - March 31, 2025

SKU	Product Name	Qty	Ext. Price
RSU-CLOUD	Remote Support Concurrent User Cloud	4	USD 7,715.93

SUBTOTAL: USD 7,715.93
TAXES*: USD 0.00
QUOTE TOTAL: USD 7,715.93

If Tax Exempt, please e-mail tax exemption certificate to Renewals (renewal@beyondtrust.com)

Comments

The Effective Date is established upon signature by Customer on this Notice as of the date signed ("Effective Date"). Notice will be invoiced on or around the Effective Date unless otherwise agreed upon. If Customer requires a purchase order, which will be considered only for the purposes of invoicing, and one is not provided as of the Effective Date, Customer can email purchase orders to billing@beyondtrust.com. Purchase orders do not impact the Effective Date, terms and conditions, pricing, or payment terms. Unless otherwise invoiced, standard payment terms apply for all products and services included on this Notice.

Payment Information

You may make payment via ACH, EFT, Wire Transfer, or Check. Please note:

Payments must be made in the same currency in which the Notice or Invoice has been issued.

All bank fees from your bank, associated with issuing payments, are the responsibility of the customer.

Please reference the appropriate Notice or Invoice Number(s) on all payments.

For your convenience, you may make a payment by credit card, debit card or bank draft by clicking on the link below.

Note, a 3% non-refundable convenience fee will be added to all credit and debit card payments.

Click here to make payment arrangements online: [Click Here](#)

USD Payments: (for USD Notice/Invoice)	Bank:	JP Morgan Bank,1 New York Plaza, New York, NY 10017
	Recipient/Beneficiary/Payee:	BeyondTrust Corporation
	Account No:	351720971
	ACH Routing number:	061092387
	Wire Routing number:	021000021
	SWIFT/BIC:	CHASUS33
	Mail Checks to :	BeyondTrust Corporation PO Box 734433 Dallas, TX 75373-4433

Purchase Order Number- For the Purpose of Invoicing

If required for invoicing, indicate purchase order number or if remitting a purchase order, please email purchase order addressed to BeyondTrust Corporation to billing@beyondtrust.com

PO Number: _____

All purchase orders must be made out to:

Beyondtrust Corporation
11695 Johns Creek Parkway, Suite 200
Johns Creek, GA 30097

Signature/Authorization

Agreed and Accepted:

Name _____ Title _____

Signature _____ Date _____

For information regarding additional payment methods and all other inquiries, please contact renewal@beyondtrust.com.

*Customer is responsible for all applicable sales, use, and VAT taxes

VOLUNTEER FIRE DEPARTMENT CONTRACT

WHEREAS, Gillespie County, Texas, hereinafter COUNTY, a political subdivision of the State of Texas, has the authority, under Texas Local Government Code Section 352.001 to furnish fire protection to the residents of the county who live outside municipalities; and

WHEREAS, under paragraph (c) of that Section, COUNTY has the authority to enter into contracts with incorporated volunteer fire departments for the provision of fire fighting services in the county; and

WHEREAS, the **WILLOW CITY VOLUNTEER FIRE & RESCUE, INC.**, hereinafter DEPARTMENT, an incorporated volunteer fire department, desires to enter into such a contract for the provision of fire fighting services and fire fighting equipment to said residents of the county.

IT IS THEREFORE AGREED that:

1. DEPARTMENT will furnish fire fighting services and equipment to the areas served by DEPARTMENT during the last Fiscal Year.
2. DEPARTMENT will provide personnel that are adequately trained or certified and available for fire fighting services.
3. DEPARTMENT shall, considering DEPARTMENT'S commitments to its own area, provide back-up emergency fire fighting services to such other areas as requested.

TERM

4. The term of this agreement is one year beginning on October 1, 2023 and ending on September 30, 2024, unless earlier terminated by either party on thirty (30) days written notice addressed to:

COUNTY:

Honorable Daniel Jones
Gillespie County Judge
101 W. Main, Unit #9
Fredericksburg, Texas 78624

DEPARTMENT:

Willow City VF&R, Inc.
2553 Ranch Road 1323
Willow City, Texas 78675

CONSIDERATION

5. In consideration for the provision of fire fighting and first aid services, DEPARTMENT shall be entitled to a sum not to exceed \$35,000.00. Disbursements to be made only after DEPARTMENT has filed its yearly report with the Gillespie County Clerk and approved by the Commissioners Court. The disbursement of funds from the COUNTY under this Agreement includes an increase in funds from previous years, to cover anticipated Radio Airtime Fees that will be billed to each agency as part of the COUNTY'S implementation of the new radio system through the Lower Colorado River Authority (LCRA). DEPARTMENT acknowledges and agrees that DEPARTMENT is responsible for monthly Radio Airtime Fees that may be billed to DEPARTMENT directly by LCRA.
6. No moneys paid to DEPARTMENT shall be expended for any purpose other than for the provision of fire protection and first aid services and equipment. No moneys, however, may be expended for the provision of salaries to any person.
7. DEPARTMENT shall keep records according to generally accepted accounting practices.
8. COUNTY agrees to provide accident insurance for each member of DEPARTMENT during the term of this contract.
9. DEPARTMENT has and shall maintain a policy of liability insurance in the following minimum amounts, and shall name Gillespie County, Texas as an additional insured:

\$300,000.00 per occurrence	Premises: Personal Injury
\$300,000.00 general aggregates	Property Damage
\$100,000.00/\$300,000.00	Automobile: Personal Injury
\$100,000.00	Automobile: Property Damage
10. The parties agree that DEPARTMENT is not an agency, department, division, contractor or employee of the COUNTY.
11. This agreement is effective upon acceptance by order of the Gillespie County Commissioners Court.

**WILLOW CITY VOLUNTEER
FIRE & RESCUE, INC.**

GILLESPIE COUNTY, TEXAS

By: Janet Rabke
President

By: _____
County Judge

Date: 2/1/24

Date: _____

* **\$28,000.00 WILLOW CITY VF&R, INC.**
\$ 7,000.00 WILLOW CITY FIRST RESPONDERS

County Activity Report

Date Range: 1/1/2023 to 12/31/2023

Fire Calls-Community Service: 21

Fire Runs: 120

Total FIRE calls: 141

In County Runs:	137		
Out Of County Runs:	4	Total Miles:	5799.6
Runs Assisted by FVFD:	18	Total Man Hours:	3024.97
Runs Assisting FVFD:	49		

Medical Runs: 95

Total MEDICAL calls: 95

In County Runs:	95		
Out Of County Runs:	0	Total Miles:	2182.4
Runs Assisted by FVFD:	15	Total Man Hours:	831.45
Runs Assisting FVFD:	6		

Training: 13

Total TRAINING calls: 13

In County Runs:	13		
Out Of County Runs:	0	Total Miles:	32.0
Runs Assisted by FVFD:	0	Total Man Hours:	275.22
Runs Assisting FVFD:	0		

Total Calls	249.00	Total Miles	8014.0
		Total Man Hours	4131.63

VOLUNTEER FIRE DEPARTMENT CONTRACT

WHEREAS, Gillespie County, Texas, hereinafter COUNTY, a political subdivision of the State of Texas, has the authority, under Texas Local Government Code Section 352.001 to furnish fire protection to the residents of the county who live outside municipalities; and

WHEREAS, under paragraph (c) of that Section, COUNTY has the authority to enter into contracts with incorporated volunteer fire departments for the provision of fire fighting services in the county; and

WHEREAS, the **STONEWALL VOLUNTEER FIRE DEPARTMENT**, hereinafter DEPARTMENT, an incorporated volunteer fire department, desires to enter into such a contract for the provision of fire fighting services and fire fighting equipment to said residents of the county.

IT IS THEREFORE AGREED that:

1. DEPARTMENT will furnish fire fighting services and equipment to the areas served by DEPARTMENT during the last Fiscal Year.
2. DEPARTMENT will provide personnel that are adequately trained or certified and available for fire fighting services.
3. DEPARTMENT shall, considering DEPARTMENT'S commitments to its own area, provide back-up emergency fire fighting services to such other areas as requested.

TERM

4. The term of this agreement is one year beginning on October 1, 2023 and ending on September 30, 2024, unless earlier terminated by either party on thirty (30) days written notice addressed to:

COUNTY:

Honorable Daniel Jones
Gillespie County Judge
101 W. Main, Unit #9
Fredericksburg, Texas 78624

DEPARTMENT:

Stonewall Volunteer Fire Department
P.O. Box 224
Stonewall, Texas 78671

CONSIDERATION

- 5. In consideration for the provision of fire fighting and first aid services, DEPARTMENT shall be entitled to a sum not to exceed \$41,000.00. Disbursements to be made only after DEPARTMENT has filed its yearly report with the Gillespie County Clerk and approved by the Commissioners Court. The disbursement of funds from the COUNTY under this Agreement includes an increase in funds from previous years, to cover anticipated Radio Airtime Fees that will be billed to each agency as part of the COUNTY'S implementation of the new radio system through the Lower Colorado River Authority (LCRA). DEPARTMENT acknowledges and agrees that DEPARTMENT is responsible for monthly Radio Airtime Fees that may be billed to DEPARTMENT directly by LCRA.
- 6. No moneys paid to DEPARTMENT shall be expended for any purpose other than for the provision of fire protection and first aid services and equipment. No moneys, however, may be expended for the provision of salaries to any person.
- 7. DEPARTMENT shall keep records according to generally accepted accounting practices.
- 8. COUNTY agrees to provide accident insurance for each member of DEPARTMENT during the term of this contract.
- 9. DEPARTMENT has and shall maintain a policy of liability insurance in the following minimum amounts, and shall name Gillespie County, Texas as an additional insured:

\$300,000.00 per occurrence	Premises: Personal Injury
\$300,000.00 general aggregates	Property Damage
\$100,000.00/\$300,000.00	Automobile: Personal Injury
\$100,000.00	Automobile: Property Damage
- 10. The parties agree that DEPARTMENT is not an agency, department, division, contractor or employee of the COUNTY.
- 11. This agreement is effective upon acceptance by order of the Gillespie County Commissioners Court.

**STONEWALL VOLUNTEER
FIRE DEPARTMENT**

GILLESPIE COUNTY, TEXAS

By: *Harry*
President

By: _____
County Judge

Date: 1/25/2024

Date: _____

* **\$34,000.00 STONEWALL VOLUNTEER FIRE DEPARTMENT**
\$ 7,000.00 STONEWALL FIRST RESPONDERS

Stonewall Volunteer Fire Department

Activity Report For the Year ending September 30, 2023

Fire Apparatus

Community Service	#	<u>7</u>
Runs	#	<u>147</u>
Total	#	<u>154</u>
In County Runs	#	<u>147</u>
Out of County Runs	#	<u>7</u>
Runs Assisting FVFD	#	<u>28</u>
Runs Assisted by FVFD	#	<u>10</u>
Task Force Activation	#	<u> </u>
Total Miles Traveled		<u>4616</u>
Total Man Hours		<u>1578</u>

EMS / 1st Responder

Community Service	#	<u> </u>
Runs	#	<u>145</u>
Total	#	<u> </u>
Total Miles Traveled		<u>1028</u>
Total Man Hours		<u>265</u>

VOLUNTEER FIRE DEPARTMENT CONTRACT

WHEREAS, Gillespie County, Texas, hereinafter COUNTY, a political subdivision of the State of Texas, has the authority, under Texas Local Government Code Section 352.001 to furnish fire protection to the residents of the county who live outside municipalities; and

WHEREAS, under paragraph (c) of that Section, COUNTY has the authority to enter into contracts with incorporated volunteer fire departments for the provision of fire fighting services in the county; and

WHEREAS, the **TIERRA LINDA VOLUNTEER FIRE DEPARTMENT**, hereinafter DEPARTMENT, an incorporated volunteer fire department, desires to enter into such a contract for the provision of fire fighting services and fire fighting equipment to said residents of the county.

IT IS THEREFORE AGREED that:

1. DEPARTMENT will furnish fire fighting services and equipment to the areas served by DEPARTMENT during the last Fiscal Year.
2. DEPARTMENT will provide personnel that are adequately trained or certified and available for fire fighting services.
3. DEPARTMENT shall, considering DEPARTMENT'S commitments to its own area, provide back-up emergency fire fighting services to such other areas as requested.

TERM

4. The term of this agreement is one year beginning on October 1, 2023 and ending on September 30, 2024, unless earlier terminated by either party on thirty (30) days written notice addressed to:

COUNTY:

Honorable Daniel Jones
Gillespie County Judge
101 W. Main, Unit #9
Fredericksburg, Texas 78624

DEPARTMENT:

Tierra Linda Volunteer Fire Department
406 Oak Alley
Kerrville, Texas 78028-1714

CONSIDERATION

- 5. In consideration for the provision of fire fighting and first aid services, DEPARTMENT shall be entitled to a sum not to exceed \$35,000.00. Disbursements to be made only after DEPARTMENT has filed its yearly report with the Gillespie County Clerk and approved by the Commissioners Court. The disbursement of funds from the COUNTY under this Agreement includes an increase in funds from previous years, to cover anticipated Radio Airtime Fees that will be billed to each agency as part of the COUNTY'S implementation of the new radio system through the Lower Colorado River Authority (LCRA). DEPARTMENT acknowledges and agrees that DEPARTMENT is responsible for monthly Radio Airtime Fees that may be billed to DEPARTMENT directly by LCRA.
- 6. No moneys paid to DEPARTMENT shall be expended for any purpose other than for the provision of fire protection and first aid services and equipment. No moneys, however, may be expended for the provision of salaries to any person.
- 7. DEPARTMENT shall keep records according to generally accepted accounting practices.
- 8. COUNTY agrees to provide accident insurance for each member of DEPARTMENT during the term of this contract.
- 9. DEPARTMENT has and shall maintain a policy of liability insurance in the following minimum amounts, and shall name Gillespie County, Texas as an additional insured:

\$300,000.00 per occurrence	Premises: Personal Injury
\$300,000.00 general aggregates	Property Damage
\$100,000.00/\$300,000.00	Automobile: Personal Injury
\$100,000.00	Automobile: Property Damage

- 10. The parties agree that DEPARTMENT is not an agency, department, division, contractor or employee of the COUNTY.
- 11. This agreement is effective upon acceptance by order of the Gillespie County Commissioners Court.

**TIERRA LINDA VOLUNTEER
FIRE DEPARTMENT**

GILLESPIE COUNTY, TEXAS

By: RETD
President Robert E. Hayes Jr
Fire Chief

By: _____
County Judge

Date: January 23, 2024

Date: _____

* **\$28,000.00 TIERRA LINDA VOLUNTEER FIRE DEPARTMENT**
\$ 7,000.00 TIERRA LINDA FIRST RESPONDERS

TIERRA LINDA VOLUNTEER FIRE DEPARTMENT

ACTIVITY REPORT

FOR THE YEAR ENDED September 30, 2023

FIRE TRUCKS – Community Service # 17
FIRE TRUCKS – Runs # 23
TOTAL # 40

MEMO:

In County Runs # 137
Out of County Runs # 3
Runs Assisted by FVFD # 13
Runs Assisting FVFD # 6

TOTAL MILES TRAVELED # 682
TOTAL MAN HOURS # 776

EMS OR FIRST RESPONDER CALLS

CALLS – Community Service # 31
RUNS – EMS or First Responder # 69
TOTAL CALLS & RUNS # 100
TOTAL MILES TRAVELED # 1703
TOTAL MAN HOURS # 1376



GILLESPIE COUNTY, TEXAS JOB DESCRIPTION

Position/Title: County Engineer
Department: County Engineer
Salary: \$95,000 - 135,000/year

GENERAL DESCRIPTION:

The County Engineer plans, coordinates, and participates in the design and construction of county construction projects within the unincorporated areas of Gillespie County. Projects include but are not limited to county roads, drainages, construction work within the county ROW, bridges and subdivision administration.

ESSENTIAL JOB DUTIES:

1. Perform subdivision reviews and ensure compliance; coordinate plat requirements for Commissioners Court approval and provides input on updating regulations as applicable.
2. Plan, organize, perform, and coordinate a variety of activities related to the design and construction of county infrastructure and engineering projects.
3. Provide assistance to developers, contractors and the general public regarding required permits and fees for work within the county road rights-of-way or any other county-owned property.
4. Inspect county bridges and slabs on a regular basis and makes corrective action recommendations.
5. Work with local, state, and federal entities during emergency situations or any other initiatives as deemed necessary.
6. Respond to citizen requests, analyze problems, and recommend corrective action.
7. Prepare annual operating budget for the Engineer Department.
8. Recommend cost saving measures concerning road repairs, seal coating roads, bridge/slab repairs, or other preventative road maintenance measures.
9. Coordinate with other Department Heads on a wide variety of County matters.
10. Work with the City of Fredericksburg Engineering department to meet common goals for the citizens of the community.
11. Review formal request for utility construction within the County right-of-way.
12. Manage and oversee professional consultants within the Engineering Department's jurisdiction.
13. Review new development projects and provide guidance and procedures for new and existing subdivision requests.
14. Assist the Sanitation and Floodplain department related to activities to ensure compliance with state and federal guidelines.
15. Attendance at Commissioners Court meetings as needed.
16. Perform all related duties as assigned by Commissioners Court.

KNOWLEDGE, SKILLS, AND ABILITIES:

The ideal candidate will have the ability to:

- Ability to effectively deal with the public and co-workers in a professional manner.
- Ability to communicate effectively both orally and in writing.
- Possess the skills to work independently and meet deadlines without much supervision.
- Ability to interpret and understand applicable laws, codes, regulations and state statutes.

- Knowledge of safety concerns in the workplace.
- Basic knowledge of floodplain and sanitation issues.
- Possess good organizational skills to ensure that work is approached systematically in order to attain positive results.
- Ability to establish and maintain effective working relationships with other County staff, the general public, vendors, or other governmental officials.
- Ability to make effective and persuasive speeches and presentations on sometimes controversial or complex topics to top management entities, the general public or other pertinent groups.
- Operate computers with office, engineering and drafting software.
- Ability to use all office equipment necessary to perform at a high level of proficiency.
- Ability to draft engineering plans, compile engineering specifications, and interpret plans and/or plat requirements from developers.
- Perform other related duties / functions as may be required or as delegated.

EDUCATION AND EXPERIENCE:

1. Bachelor of Science Degree in Civil Engineering or closely related field.
2. Minimum of 5 years of professional level engineering experience or an equivalent combination of education and experience to provide sufficient evidence of the successful performance of essential elements and duties of the job listed.
3. Must possess or be able to obtain within 30 days of employment, a cell phone to conduct Gillespie County business. The County offers an established allowance.
4. Must possess a valid Texas Driver's License and a clean driving record.
5. Must consent to and pass criminal background check.
6. Must possess Texas Professional Engineer License.
7. Professional Sanitation License, certificates in Floodplain Management and Incident Command are desirable.

WORKING CONDITIONS and SCHEDULES:

County facilities, including vehicles, are smoke-free and alcohol-free working environments. Location of this position is in the Gillespie County Courthouse which consists of a normal office environment with heat and air conditioning in a multi-person work area. Work from off site locations is permitted when coordinated with the Commissioner Court and/or Commissioner Court Liaison. Occasional outside work will be done regardless of weather.

The position requires daily and prolonged repetitive motor movements, such as but not limited to computer data entry and use of office equipment (telephone, calculator, typewriter, fax, scanner, copier). The position also requires prolonged periods of sitting, standing, stooping and crawling. Some lifting may be required of items up to 50 pounds.

Normal work schedule is Monday through Friday, eight (8) hours per day, 40 hours per week. Duty hours are generally 8:00 a.m. to 5:00 p.m. with an hour for lunch. Regular work attendance is essential. Employee must arrive to work on time, prepared to perform assigned duties and work assigned schedule. Employees are required to record their work hours properly and to submit time records promptly to their supervisor. Unscheduled hours including holidays, and/or weekends may be required in the case of excessive workloads, unforeseen personnel shortfalls, or emergency situations. Must be able to travel out of town for continuing education classes and training with overnight stays.

SIGNATURES

I certify that this job description is a true reflection of the major responsibilities, requirements, and duties of this position. This certification is made with the knowledge that the information is to be used for the purposes of selection, classification, appraisal, and compensation.

IMMEDIATE SUPERVISOR

DATE

I certify that this job description is a true reflection of the major responsibilities, requirements, and duties of this position. This certification is made with the knowledge that the information is to be used for the purposes of selection, classification, appraisal, and compensation.

HUMAN RESOURCES DIRECTOR

DATE

I have read this job description and understand the major responsibilities, requirements, and duties of this position.

EMPLOYEE

DATE



Gillespie County is an equal opportunity employer committed to achieving excellence and strength through diversity. The County seeks a wide range of applicants for its positions so that one of our core values, a qualified and diverse workforce, will be affirmed.

Daniel Jones

From: David Favreau
Sent: Monday, January 29, 2024 12:13 PM
To: Daniel Jones
Subject: Agenda Request for Sanitation Floodplain
Attachments: Sutton, S. OSSF Site Evaluator.jpg

Judge Jones,

Good afternoon, please accept this agenda request to "consider for approval a pay raise for employee Sheryl Sutton to \$24.66 per hour due to achieving higher certification level as an OSSF Site Evaluator on 29 January 2024."

Background history: Dwayn Boos, the department head, has requested this increase. His former employee Linda Page had this certification level and was budgeted at \$24.66 for this fiscal year prior to her departure. He would like to move Sheryl up to that vacant position and pay rate. This would vacate Sheryl's current position of \$22.37 for an eventual new hire.

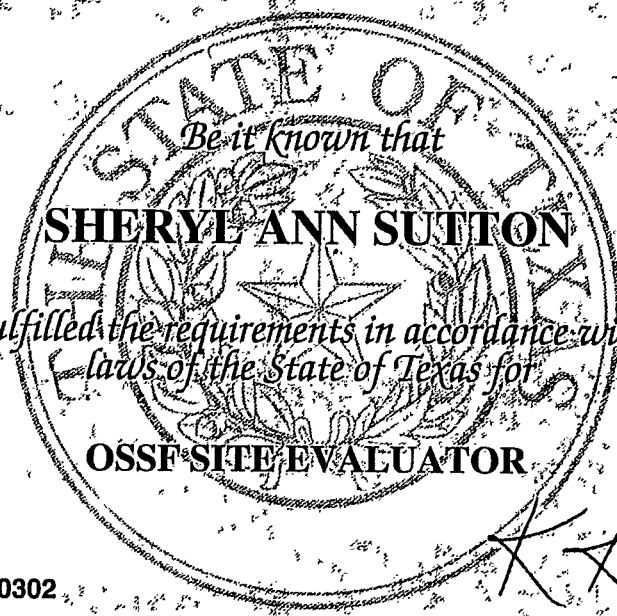
Supporting documentation of certification has been attached. Thank you.

Respectfully,
David Favreau
Gillespie County
Administrator
U.S. Army (Ret)

CONFIDENTIALITY NOTICE

This message and the accompanying documents contain information that belongs to the sender and may contain information that is privileged, confidential, or exempt from disclosure under applicable law. If the reader of this e-mail is not the intended recipient, you are hereby notified that you are strictly prohibited from reading, disseminating, distributing, copying, or taking action in reliance on the content of this communication. If you have received this e-mail in error, please notify the sender immediately and destroy the original transmission. Thank you.

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY



Be it known that
SHERYE ANN SUTTON

*has fulfilled the requirements in accordance with the
laws of the State of Texas for*

OSSF SITE EVALUATOR

K. Keel

License Number: OS0010302
Issue Date: 01/29/2024
Expiration Date: 01/31/2027

Executive Director
Texas Commission on Environmental Quality

Hill Country Pump Service

Hill Country Pump Service
116 Neffendorf Trail
Fredericksburg, Texas 78624

Estimate

Date	Estimate #
1/22/2024	28

Name / Address
Gillespie County 101 W Main St Fredericksburg, Texas 78624

Project

Description	Qty	Cost	Total
Portable Toilet Service	24	100.00	2,400.00
Handicap Accessible Portable Toilet Service	4	225.00	900.00
Service for the eclipse, limited to drop off no later than April 5, 2024 and removed after April 9, 2024			
Thank you for your business.		Total	\$3,300.00

COUNTY OF GILLESPIE

John Sandstedt
Facilities Manager
Fax: 830/992/2608



Phone: 830/992/2604

Fredericksburg, Texas 78624

February 6, 2024

Estimates for LEC Backup 100 KW Generator

----- Going with D W Electric Co.	\$ 89,465.00
ITZ Electric	\$118,752.00
McDonald Municipal & Industrial	\$181,469.00



Proposal Submitted To:
Gillespie County
Address
101 W. Main St.
City
Fredericksburg, TX 78624

Phone
830.997.6777
Date
2/5/24
Email
mschneider@gillespiecounty.org
Job
Gillespie County LEC Generator

ATTN: John Sandstedt

Bid Proposal

This proposal is for the Gillespie County LEC Generator addition at 1601 E. Main Street. This proposal reflects the drawing set dated 06/23/2023. Thank you for the opportunity to provide pricing for this project. Please call us if you have any questions, or concerns.

Project Scope:

- Furnish and install a new emergency back-up generator and an automatic transfer switch (ATS) for the Gillespie County Law Enforcement Center Building.
- Installation scope includes:
 - Furnishing and construction of in-grade pull boxes, concrete equipment pads, and concrete flatwork as required to support the installation of the generator and associated infrastructure.
 - Conduit, conductors, and all other necessary materials and equipment necessary to install the generator into the building's electrical system.
 - On-site startup, commissioning, and owner training by generator manufacturers' personnel.
 - Removal of construction debris, unused, or demolished equipment/materials, capping of all unused conduits, closing of all trenches, and final grading of construction area for water to flow away from the building.

Project Specific Exclusions:

- Relocation of existing condensing unit. Per John Sandstedt, this will be performed by the county separately from this contract.
- Bonds (not called out for in the bid documents).

Summary of Bidder Background:

- DW Electric Company
- 330 Peterson Dr., Kerrville TX 78028
- Office: 830-257-3739
- Fax: 830-257-3740
- Email: aubry@dwelectricco.net

- DW Electric company is an S Corporation that was founded in 1984.
- DW Electric Co. is an electrical contractor that services Kerr, Gillespie, and surrounding counties for residential, commercial and industrial projects including new construction, remodeling and service work. **We currently employ 26 licensed electricians.** Recently completed and ongoing projects range up to \$1,300,000.00
- Company Principal Officer: Aubry Gold, President. 9 years of electrical experience. Master Electrician License Number: 555211
- FEIN: 74-2870301 Electrical Contractor License Number: 17580
- DW Electric Co. provides and installs approximately 8-12 generators each year, ranging from 18 kW residential to 500 kW commercial generators. Please call our references for more detail.
- Key Personnel: Aubry Gold, President/Master Electrician; Brian Johnson, Estimator/Project Manager/Master Electrician; Don Jackson, Master Electrician; Kenneth Jenscke, Journeyman Electrician; Christopher Pierce, Journeyman Electrician.
- Financial Statements provided upon request.

Proposed Outcome:

- Current generator and ATS lead times are 29-30 weeks.
- **As of January 30, 2024 our supplier has production slots available for the middle of June 2024 which would greatly reduce the lead times listed above. We recommend placing this generator on order as quickly as possible in order to secure one of these production slots.**
- Once we have confirmation of the generator ship date (Early June-TBD), we would begin preparations to include all underground rough-in, vault installation, interior panel install, and pouring of concrete pads.
- When the ATS and generator are received, they would be placed at their final location, and all wiring that can be done without interrupting power to the building would be performed.
- When everything is prepped and ready, we would need to disconnect power to the building on a Saturday (all day). This date would be coordinated with the appropriate Gillespie County personnel. This should be able to be performed in one day, and the service placed back into operation.
- Upon completion of all electrical, the generator would be filled with diesel, started up, and commissioned.

Licensing and Bonding:

- TECL #17580
- Aubry Gold ME #555211
- Bonding: Not called out for in the bid packet. P&P/Maintenance Bonds available upon request for an additional fee.

Insurance:

- Federated Insurance Co., Agent-Connor Kempston, 952-687-7426, cwkempston@fedins.com
- See attached COI for insurance limits.

Proposed Subcontractors List:

- Concrete Construction: Complete Outdoor Development, LLC ; Hector Navarro (President & CEO)

DW Electric Co. References:

1. Roger Field, Coolwater Ranch (361) 522-4236
2. Marlin Roden, JK Bernhard Construction, LLC (830) 460-1090
3. Steve Huser, Huser Construction Co. (830) 257-8588

Complete Outdoor Development, LLC References:

- JK Bernhard Construction, LLC (830) 895-1498
- Tandem Building Corporation (830) 998-8300
- Grant Griffin Construction (830) 739-7937

We propose hereby to furnish material and labor complete in accordance with above specifications, for the sum of:

Eighty-nine thousand four hundred sixty-five dollars.....\$89,465.00

Payments to be made as follows:

**Monthly draws as job progresses

All material is guaranteed to be as specified. All work to be completed in A workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Authorized

Signature _____

D W Electric Co.

Electrical Contractor's License # 17580

Note: This proposal may be withdrawn by us if not accepted with _____ 30 _____ days.

Signature _____

Signature _____

Date of Acceptance: _____

Regulated by the Texas Department of Licensing and Regulation
P.O. Box 12157,
Austin, Texas 78711
1-800-803-9202, 512-463-6599
Website: www.license.state.tx.us/compliants



ITZ ELECTRIC, INC.
 Heating - Air Conditioning
 Electrical Contracting
 804 East Main
 Fredericksburg, TX 78624

PROPOSAL

PROPOSAL NUMBER	PROPOSAL DATE	ACCOUNT NO.
23069	1/15/2024	

TACLB00028081C
 PHONE (830) 997-4535

TECL17626
 FAX (830) 997-7876

SOLD TO: County of Gillespie
 101 West Main Street, Unit #4
 Fredericksburg, Texas

SHIP TO: Emergency Generator Addition
 1601 East Main Street
 Fredericksburg, Texas

DATE SHIPPED	SHIP VIA	TERMS	SALESPERSON	CUSTOMER P.O. NUMBER
			830-992-2604	

QUANTITY	DESCRIPTION	UNIT PRICE	*CODE	EXTENDED AMOUNT
	Furnish and install new emergency back-up generator and an automatic transfer switch (ATS) for the Gillespie County Law Enforcement Center Building. This price includes relocation of existing HVAC condensing unit to new location. Proposed generator to be 100 KW Kohler diesel with 600 amp ATS			\$118,752.00

PAYMENT DUE: Upon completion of contract.
 ADD 3.99% TO TOTAL IF PAYING BY CREDIT CARD

Regulated by the Texas Department of Licensing and Registration, P.O. Box 12157, Austin, TX 78711,
 1-800-803-9202, 512-463-6599; website: www.tdlr.texas.gov

MESSAGE TO OFFICE ACCEPTANCE OF PROPOSAL This proposal may be withdrawn by us if not accepted within 30 days Signature: _____ Date: _____	SUBTOTAL SHIPPING CHARGES SALES TAX
	PLEASE PAY ►

Thank You!



ITZ ELECTRIC, INC.
 Heating - Air Conditioning
 Electrical Contracting
 804 East Main
 Fredericksburg, TX 78624

PROPOSAL

PROPOSAL NUMBER	PROPOSAL DATE	ACCOUNT NO.
23069	1/15/2024	

TACLB00028081C
 PHONE (830) 997-4535

TECL17626
 FAX (830) 997-7876

SOLD TO: County of Gillespie
 101 West Main Street, Unit #4
 Fredericksburg, Texas

SHIP TO: Emergency Generator Addition
 1601 East Main Street
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DATE SHIPPED	SHIP VIA	TERMS	SALESPERSON	CUSTOMER P.O. NUMBER
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PAYMENT DUE: Upon completion of contract.
 ADD 3.99% TO TOTAL IF PAYING BY CREDIT CARD

Regulated by the Texas Department of Licensing and Registration, P.O. Box 12157, Austin, TX 78711,
 1-800-803-9202, 512-463-6599; website: www.tdlr.texas.gov

ACCEPTANCE OF PROPOSAL This proposal may be withdrawn by us if not accepted within 30 days Signature: _____ Date: _____	SUBTOTAL SHIPPING CHARGES SALES TAX
	PLEASE PAY ►

Thank You!



McDonald Municipal & Industrial
A Division of C. F. McDonald Electric, Inc.

02/01/24

Gillespie County Auditor's Office
101 West Main Street, Mail Unit 4, Room 203
Fredericksburg, TX 78624

RE: Bid Documents For
Gillespie County Law Enforcement Center
Emergency Generator Addition

Summary Of Bidder (Respondent) Background

1. McDonald Municipal and Industrial – A Division of C. F. McDonald Electric, Inc.
2. 5044 Timber Creek Houston, TX 77017
3. Contact: Wayne Berkenmeier – Email at WayneB@mcdonaldinc.com – Phone 713-921-1368
4. We are a Texas Corporation
5. Our company originated in May of 1956 and incorporated 03/01/66.
6. McDonald Municipal & Industrial, a division of McDonald Electric Company has been in business for over 60 years. We currently have approximately 150 electricians, 12 estimator/project managers, and (2) professional engineers on staff. We have furnished and installed approximately 1000 generators ranging in size from 20KW to 2500KW on many different projects all over the State of Texas and we acted as the prime contractor on every one of these projects. We have installed generators in the past in the Water and Wastewater markets, prisons, offices, hospitals, NASA, Universities, and Schools. This year McDonald Municipal and Industrial – A Division of C. F. McDonald Electric, Inc. expects approximately \$ 60,000,000 in sales.

7. Our corporate officers are as follow:

Larry Stephenson, President and Owner - over 60 years in the electric field
Wayne Berkenmeier, Vice President Special Projects – over 30 years in the electric field
Harry Keller, Vice President – over 50 years in the electric field
Diane Dollar, Secretary/Treasurer – over 40 years administration at McDonald Electric

8. Federal Employee Identification Number – 74-1540453

9. Our State Of Texas Master Electrician and Contractor License is attached.

10. We have an established track record for providing and installing emergency generator systems as we have installed over 1000 generators all over the State of Texas on projects that are very similar to yours. We have a long list of satisfied customers that we will be glad to provide upon request. The generators that we have installed range from 20KW to 2.5M in size and were fueled by diesel, natural gas, propane, or both (bifuel). We installed every one of these generators as the “prime contractor” and our contracts included generator pads, duct banks, roads, parking lots, new buildings, etc. for “turnkey” installations. We currently have 63 generators on order for similar projects all over the State of Texas for TDCJ, City of Fort Worth, City of Pflugerville, many MUD districts, many counties, and many other government entities.

11. Our Organization Chart is attached.

12. Our most recent financial statement is attached.

Proposed Outcome

1. The lead time on the proposed generator and ATS is 21 weeks from order placement. We expect to be 100% complete with all the work in 25 weeks. The following is a brief overview of the timeline of the work to be completed once we are awarded the contract and given a Notice to Proceed:
 - A. Mobilize (1 day)
 - B. Install underground conduits, install the new generator pad (1 week)
 - C. Coordinate a building outage with the owner and Install the new ATS, New Electrical Panel, and all wiring other than the wire from the ATS to the generator. (2 weeks)
 - D. Install new generator and wire to the new ATS (1 week)
 - E. Start and test the new system (1 day)
 - F. Train the owner on the proper use and maintenance of the new system (1) day
2. We will need a single outage to complete the work and the outage will require a complete building outage. This work can be done on the weekend or as needed to minimize the disruption to the operation of the facility. The duration of the outage is likely one long day but please be prepared for a two day outage if needed. (We have intercepted underground feeders between pad mounted transformers to install ATS's MANY times on past projects and we will

have all material, equipment, and labor on hand when the service is deenergized so that we can reenergize the building in the least amount of time possible.)

- 3. We are pleased to provide a quote in the amount of \$181,469.00 including a payment and performance bond.** You can deduct \$4000.00 if a bond is not required.

Licensing and Bonding

A letter from our Bonding Company is attached

Insurance

A copy of our certificate of insurance is attached.

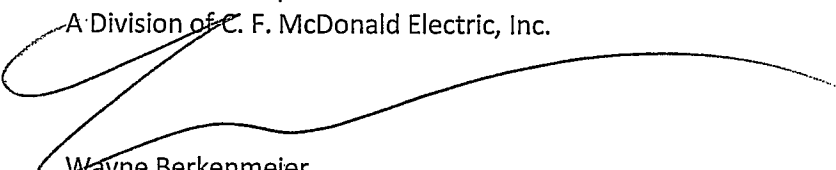
References

I have attached charts showing both work in progress and past work completed. Both of these lists have reference information for your use, as well as show you the very broad range of experience we have.

Please do not hesitate to contact me if you have any questions. We appreciate the opportunity to bid on this project.

Sincerely,

McDonald Municipal and Industrial –
A Division of C. F. McDonald Electric, Inc.



Wayne Berkenmeier
Vice President Special Projects



McDonald Municipal & Industrial
A Division of C. F. McDonald Electric, Inc.

02/01/24

Gillespie County Auditor's Office
101 West Main Street, Mail Unit 4, Room 203
Fredericksburg, TX 78624

RE: Bid Documents For
Gillespie County Law Enforcement Center
Emergency Generator Addition

Summary Of Bidder (Respondent) Background

1. McDonald Municipal and Industrial – A Division of C. F. McDonald Electric, Inc.
2. 5044 Timber Creek Houston, TX 77017
3. Contact: Wayne Berkenmeier – Email at WayneB@mcdonaldinc.com – Phone 713-921-1368
4. We are a Texas Corporation
5. Our company originated in May of 1956 and incorporated 03/01/66.
6. McDonald Municipal & Industrial, a division of McDonald Electric Company has been in business for over 60 years. We currently have approximately 150 electricians, 12 estimator/project managers, and (2) professional engineers on staff. We have furnished and installed approximately 1000 generators ranging in size from 20KW to 2500KW on many different projects all over the State of Texas and we acted as the prime contractor on every one of these projects. We have installed generators in the past in the Water and Wastewater markets, prisons, offices, hospitals, NASA, Universities, and Schools. This year McDonald Municipal and Industrial – A Division of C. F. McDonald Electric, Inc. expects approximately \$ 60,000,000 in sales.

7. Our corporate officers are as follow:

Larry Stephenson, President and Owner - over 60 years in the electric field
Wayne Berkenmeier, Vice President Special Projects – over 30 years in the electric field
Harry Keller, Vice President – over 50 years in the electric field
Diane Dollar, Secretary/Treasurer – over 40 years administration at McDonald Electric

8. Federal Employee Identification Number – 74-1540453

9. Our State Of Texas Master Electrician and Contractor License is attached.

10. We have an established track record for providing and installing emergency generator systems as we have installed over 1000 generators all over the State of Texas on projects that are very similar to yours. We have a long list of satisfied customers that we will be glad to provide upon request. The generators that we have installed range from 20KW to 2.5M in size and were fueled by diesel, natural gas, propane, or both (bifuel). We installed every one of these generators as the “prime contractor” and our contracts included generator pads, duct banks, roads, parking lots, new buildings, etc. for “turnkey” installations. We currently have 63 generators on order for similar projects all over the State of Texas for TDCJ, City of Fort Worth, City of Pflugerville, many MUD districts, many counties, and many other government entities.

11. Our Organization Chart is attached.

12. Our most recent financial statement is attached.

Proposed Outcome

1. The lead time on the proposed generator and ATS is 21 weeks from order placement. We expect to be 100% complete with all the work in 25 weeks. The following is a brief overview of the timeline of the work to be completed once we are awarded the contract and given a Notice to Proceed:
 - A. Mobilize (1 day)
 - B. Install underground conduits, install the new generator pad (1 week)
 - C. Coordinate a building outage with the owner and Install the new ATS, New Electrical Panel, and all wiring other than the wire from the ATS to the generator. (2 weeks)
 - D. Install new generator and wire to the new ATS (1 week)
 - E. Start and test the new system (1 day)
 - F. Train the owner on the proper use and maintenance of the new system (1) day

2. We will need a single outage to complete the work and the outage will require a complete building outage. This work can be done on the weekend or as needed to minimize the disruption to the operation of the facility. The duration of the outage is likely one long day but please be prepared for a two day outage if needed. (We have intercepted underground feeders between pad mounted transformers to install ATS's MANY times on past projects and we will

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A copy of our certificate of insurance is attached.

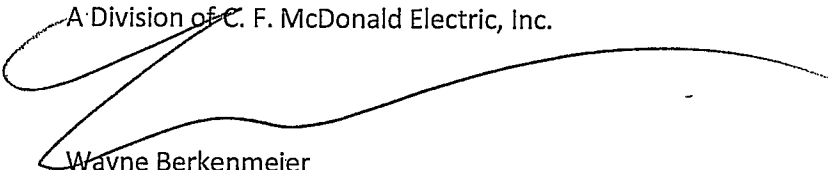
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Sincerely,

McDonald Municipal and Industrial –
A Division of C. F. McDonald Electric, Inc.



Wayne Berkenmeier
Vice President Special Projects



COUNTY & DISTRICT CLERKS' ASSOCIATION OF TEXAS

Certificate of Completion Awarded to

Lindsey Brown

Gillespie County, County Clerk

*For completing the required 20 Hours of Continuing Education for 2023 as
prescribed in Section 51.605 of the Texas Government Code.*

In Witness therefore, recognition is hereby made this January 2024.

Julie Smith, President

John Warren, Vice President

Conference History for Lindsey Brown

For certificate 2023 CE Hours Certifcate - JW 23

Conference Name	Date	Approved	Entered By	Approved By
2022 Carryover Hours	01/01/2023	10:00	Administrative User	Julie Smith
2022 Carryover Hours Total:		10:00		
2023 CDCAT Winter Conference - Round Rock, Tx.	01/23/2023	7:45	Lindsey Brown	Julie Smith
	01/24/2023	6:00	Lindsey Brown	Julie Smith
	01/25/2023	7:00	Lindsey Brown	Julie Smith
	01/26/2023	3:00	Lindsey Brown	Julie Smith
2023 CDCAT Winter Conference - Round Rock, Tx. Total:		23:45		
2023 Region IV Area Meeting	04/06/2023	6:00	Lindsey Brown	Julie Smith
	2023 Region IV Area Meeting Total:		6:00	
2023 TAC Probate Academy	05/10/2023	7:10	Lindsey Brown	John F. Warren
	05/11/2023	7:15	Lindsey Brown	John F. Warren
	05/12/2023	2:30	Lindsey Brown	John F. Warren
2023 TAC Probate Academy Total:		16:55		
2023 CDCAT Summer Conference - McAllen, Tx.	06/20/2023	6:00	Lindsey Brown	John F. Warren
	06/21/2023	3:30	Lindsey Brown	John F. Warren
	06/22/2023	2:30	Lindsey Brown	John F. Warren
	06/23/2023	2:00	Lindsey Brown	John F. Warren
2023 CDCAT Summer Conference - McAllen, Tx. Total:		14:00		
41st Annual Elections Law Seminar for County Election Officials	07/31/2023	5:30	Lindsey Brown	John F. Warren
	08/01/2023	5:45	Lindsey Brown	John F. Warren
	08/02/2023	4:30	Lindsey Brown	John F. Warren
41st Annual Elections Law Seminar for County Election Officials Total:		15:45		
2023 TAC Legislative Conference (In-Person)	08/30/2023	2:30	Lindsey Brown	John F. Warren
	08/31/2023	5:50	Lindsey Brown	John F. Warren
	09/01/2023	1:30	Lindsey Brown	John F. Warren
2023 TAC Legislative Conference (In-Person) Total:		9:50		
2023 CDCAT Fall Conference- College Station, TX	09/11/2023	1:30	Lindsey Brown	John F. Warren
	09/12/2023	5:30	Lindsey Brown	John F. Warren
	09/13/2023	3:00	Lindsey Brown	John F. Warren
2023 CDCAT Fall Conference- College Station, TX Total:		10:00		
Period Totals:		106:15		



Needs Council

February 6, 2024

Judge Daniel Jones
101 W Main St
Unit 9 Rm 101
Fredericksburg, TX 78624

Judge Jones and Commissioners,

The Hill Country Community Needs Council along with our builder, Fletco Construction Company, would like to request limited use of the driveway off Fredrich Road that flows through the county's parking lot to the rear of our property. As you are aware we are building the Little Hearts Child Development Center on that rear portion of the property. Primarily, we are requesting use of that driveway/parking lot during and after inclement weather, when our materials staging area behind the Mini Mart is too muddy. If this agreement were to be approved, it would be with the understanding that Fletco and its suppliers restrict usage to small delivery trucks – no heavy equipment or heavy duty trucks.

Thank you for considering our request.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mark Peterson', written in a cursive style.

Mark Peterson
Hill Country Community Board President

AGGREGATE AND FLEXIBLE BASE

Company	Bid Affidavit Signed?	Meets Specs?	Pit Location:	Exceptions Noted:
Colorado Materials, Ltd.	YES	YES	5080 FM 2439 New Braunfels, TX 78132	N/A
Allen Keller Co.	YES	YES	Low Lonesome Rd Junction, TX 76849	N/A
Armadillo Materials	YES	YES	1405 Triple S Trail Johnson City, TX 78636	N/A

AGGREGATE AND FLEXIBLE BASE

Company	Bid Affidavit Signed?	Meets Specs?	Pit Location:	Exceptions Noted:
Colorado Materials, Ltd.	YES	YES	5080 FM 2439 New Braunfels, TX 78132	N/A
Allen Keller Co.	YES	YES	Low Lonesome Rd Junction, TX 76849	N/A
Armadillo Materials	YES	YES	1405 Triple S Trail Johnson City, TX 78636	N/A

COLD MIX LAY ASPHALT

Company	Bid Affidavit Signed?	Meets Specs?	Meets 48-hr Delivery?	Pit Location:	Exceptions Noted:
Brauntex Materials, Inc.	YES	YES	YES	1504 Wald Rd New Braunfels, TX 78132	Type D HMCL, Item 334
Vulcan Construction Mater	YES	YES	YES	Dabney, TX	Fuel Surcharge will be applied
Rhino Hot Mix, LLC	YES	YES	YES	1020 Triple S Trail Johnson City, TX 78636	N/A

GILLESPIE COUNTY, TEXAS
 BID OPENING

PROJECT: Concrete Material
 DATE: Wednesday, January 17, 2024
 TIME: 2:00PM

NOTES: 1. See bid package for exceptions

Bid Item	Unit	Ingram Readymix	Column1	Column2	Column3	Column4
Concrete, Class A (5 sack)	\$/CY	\$147.00				
Concrete, Class B (4 sack)	\$/CY	\$141.00				
Grout (6 sack)	\$/CY	\$154.00				
SHORT LOAD Concrete, Class A (5 sack)	\$/CY	\$217.00				
SHORT LOAD Concrete, Class B (4 sack)	\$/CY	\$211.00				
SHORT LOAD Grout (6 sack)	\$/CY	\$224.00				
Delivery Time	hours	48-72 hours				
Bid Affidavit Signed?	Y/N	YES				
Meets Specifications?	Y/N	YES				
Exceptions Noted:	-	Short load is considered any order under 5 CY				

**GILLESPIE COUNTY, TEXAS
BID OPENING**

PROJECT: Emulsified Asphalt Material
 DATE: Wednesday, January 17, 2024
 TIME: 2:00PM

NOTES: 1. See bid package for exceptions

Bid Item	Unit	Ergon Asphalt & Emulsions	Wright Asphalt Products, Co.	Column1	Column2	Column3
Asphalt Emulsion, CRS-2P	\$/gal	\$2.87	\$2.90			
Asphalt Emulsion, HFRS-2P	\$/gal	\$2.85	NO BID			
Asphalt Emulsion, CHFRS-2P	\$/gal	\$2.87	\$2.90			
Asphalt Emulsion, CRS-2P	\$/ton	\$683.20	\$693.10			
Asphalt Emulsion, HFRS-2P	\$/ton	\$679.20	NO BID			
Asphalt Emulsion, CHFRS-2P	\$/ton	\$683.20	\$693.10			
Delivery Time	days	1 day	1 day			
Demurrage Included	hours	2 hours	2 hours			
Demurrage Add'l	\$/hr	\$100.00	\$100.00			
Pump Charge	\$/truck	\$100.00	\$100.00			
Heat Charge	\$/ton	N/A	N/A			
Distance from Plant	miles	107 miles (CRS-2P & CHFRS-2P) 85 miles (HFRS-2P)	117 miles			
Bid Affidavit Signed?	Y/N	YES	YES			
Meets Specifications?	Y/N	YES	YES			
Exceptions Noted:		*see bid	*see bid			

GILLESPIE COUNTY, TEXAS
 BID OPENING

PROJECT: Fuel with Bobtail Delivery
 DATE: Wednesday, January 17, 2024
 TIME: 2:00PM

NOTES: 1. See bid package for exceptions

Bid Item	Unit	Stroeher & Son, Inc.	Column1	Column2	Column3	Column4
Fuel Markup - to Fbg Site Gasoline	\$/gal	\$0.1650				
Fuel Markup - to Fbg Site Clear Diesel	\$/gal	\$0.1650				
Fuel Markup - to Fbg Site Dyed Diesel	\$/gal	\$0.1650				
Fuel Markup - to Harper Site Gasoline	\$/gal	\$0.1975				
Fuel Markup - to Harper Site Clear Diesel	\$/gal	\$0.1975				
Fuel Markup - to Harper Site Dyed Diesel	\$/gal	\$0.1975				
Delivery - to Fbg Site	days	2 days				
Delivery - to Harper Site	days	2 days				
Bid Affidavit Signed?	Y/N	YES				
Meets Specifications?	Y/N	YES				
Exceptions Noted:		Gasoline is 87 Octane				

GILLESPIE COUNTY, TEXAS
BID OPENING

PROJECT: Transportation and Delivery, Services
DATE: Wednesday, January 17, 2024
TIME: 2:00PM

NOTES: 1. See bid package for exceptions

Bid Item	Unit	Column1	Column2	Column3	Column4	Column5
Delivery, 0-30 miles	\$/Ton/Mile					
Delivery, 31-50 miles	\$/Ton/Mile					
Delivery, 51-70 miles	\$/Ton/Mile					
Delivery, 71-90 miles	\$/Ton/Mile					
Delivery, 91-120 miles	\$/Ton/Mile					
Delivery, 120-160 miles	\$/Ton/Mile					
Delivery, 160-200 miles	\$/Ton/Mile					
Bid Affidavit Signed?	Y/N					
Exceptions Noted:						

NO BIDS RECEIVED

Request for Relief (Variance)

Revised: February 7, 2024

To: The Honorable
Daniel Jones
Gillespie County Judge's Office

Care of: Melissa Eckert, PE | County Engineer

RE: Subdivision and Manufactured Home Rental Community Regulations for
Gillespie County, Texas, effective December 19, 2022.

Project: Burlison Subdivision, a subdivision of 40.0 acres of land in Gillespie County, Texas.

Overview

The purpose of this letter is to make a request for relief (variance(s)) to the following subdivision regulations and/or requirements:

- I. Owner/Developer Signature and Disclosure (Article 4(1)(P);
- II. Surveyor Signature/Disclosure (Article 4(1)(R);
- III. County Engineer Approval (Article 4(1)(U);
- IV. Drainage Study requirements (Article 4(1)(H);
- V. Water Availability Study requirements (Article 4(1)(L);

Referenced Exhibits:

- Exhibit-A:** proposed subdivision plat for the **Burlison Subdivision**.
- Exhibit-B:** proposed Deed Restrictions for **Lot No.1**.
- Exhibit-C:** letter from the Hill Country Water Conservation District.

Article 4(1)(P)

Owner/Developer Signature and Disclosure

Requiring a landowner or developer to certify to the Signature and Disclosure statement, as it is currently written, is an onerous and unreasonable requirement for a landowner or developer to make concerning the work represented by a registered professional land surveyor and/or professional engineer responsible for the plat being presented.

A request for relief (variance) is hereby submitted, by means of amendment/modification of the Owner's Acknowledgement and Dedication statement as presented on the attached (proposed) subdivision plat.

Article 4(1)(R)
Surveyor Signature/Disclosure

A request for relief (variance) is hereby submitted, by means of amendment/modification to the Surveyor Signature/Disclosure to read as shown on the attached (proposed) subdivision plat. *The amended/modified certification language does reflect the language included in the proposed 2024 subdivision ordinances.*

Article 4(1)(U)
County Engineer Approval

Requiring the County Engineer to certify, that “... (2) ALL ENGINEERING OR DESIGN REPRESENTATIONS ON THIS PLAT AND ALL ATTACHED DOCUMENTS AND PLAT NOTES ARE TRUE, CORRECT, AND IN COMPLIANCE WITH THE CURRENT STANDARDS OF REGISTERED AND LICENSED PROFESSIONAL ENGINEERING PRACTICE IN TEXAS.”, is in my opinion unreasonable and arguably unethical, for a third-party engineering professional (the County Engineer) to certify to such claims and warranties. Without having direct supervision and oversight of the methods, computations, modeling, etc. that produces the outcomes represented by the Developer Engineer, it is unreasonable to require the County Engineer to make that blanket statement.

A request for relief (variance) is hereby submitted, omitting the inclusion of the County Engineer’s Approval statement from the (proposed) subdivision plat.

Article 4(1)(H)
Drainage Study Requirements

Per prior meetings and conversations between the County Commissioner, County Engineer and the landowner, the County has expressed willingness to forego the Drainage Study requirements so long as Future Subdivision Restriction (prohibiting further subdivision of tracts and further, substantial development) is included on the face of the (proposed) subdivision plat and in all conveyance language and instruments.

Lot No. 1 of the proposed subdivision shall be more specifically restricted in development and use according to the attached (proposed) Deed Restrictions (Exhibit-B).

It is expressly understood and acknowledged by the present landowner that proposed Lot No.2, being the tract that the landowner intends to retain for the foreseeable future, may not be further developed by substantial changes to impervious cover, septic field expansion nor other permanent improvements, without first receiving and presenting to Gillespie County engineering department for review a completed Drainage Study, deemed acceptable by the County’s standards.

A request for relief (variance) is hereby submitted from the Drainage Study requirements for the (proposed) subdivision plat.

Article 4(1)(L)
Water Availability Study Requirements

As acknowledged in email correspondence dated December 11, 2023, between the land developer's agent and Paul Tybor, General Manager of the Hill Country Underground Water Conservation District (HCUWCD), the existing water well(s) servicing proposed Lot no.1 and Lot no.2 were constructed prior to this (proposed) subdivision of land. Accordingly, the HCUWCD does not require a Water Availability Study to be performed or provided prior to acceptance of this (proposed) subdivision plat.

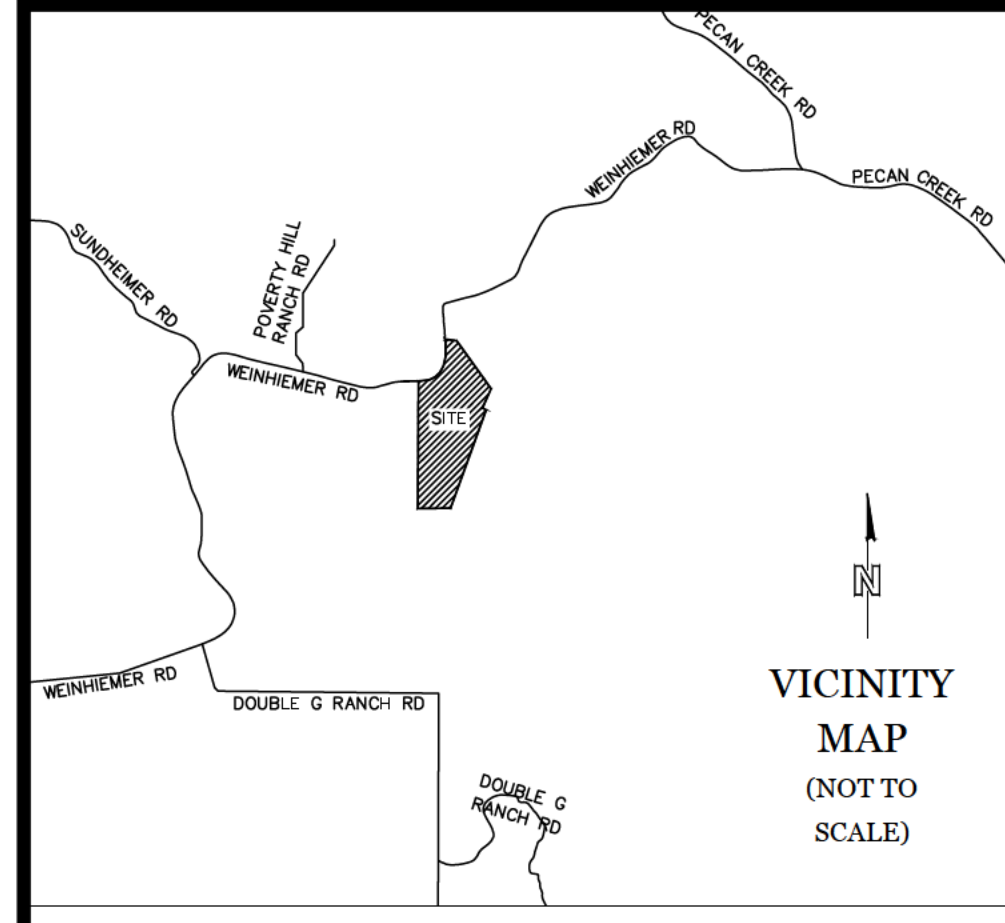
A request for relief (variance) is hereby submitted from the Water Availability study requirements.

Please feel free to contact us directly at our offices by phone (830-997-3884) or via email (cody@waymaker.land) for any further clarification or actions needed on our part.

Signed,



Cody J. Musick, Reg. Prof. Land Surveyor No. 6454



**SUBDIVISION PLAT FOR
BURLISON SUBDIVISION
GILLESPIE COUNTY, TEXAS**

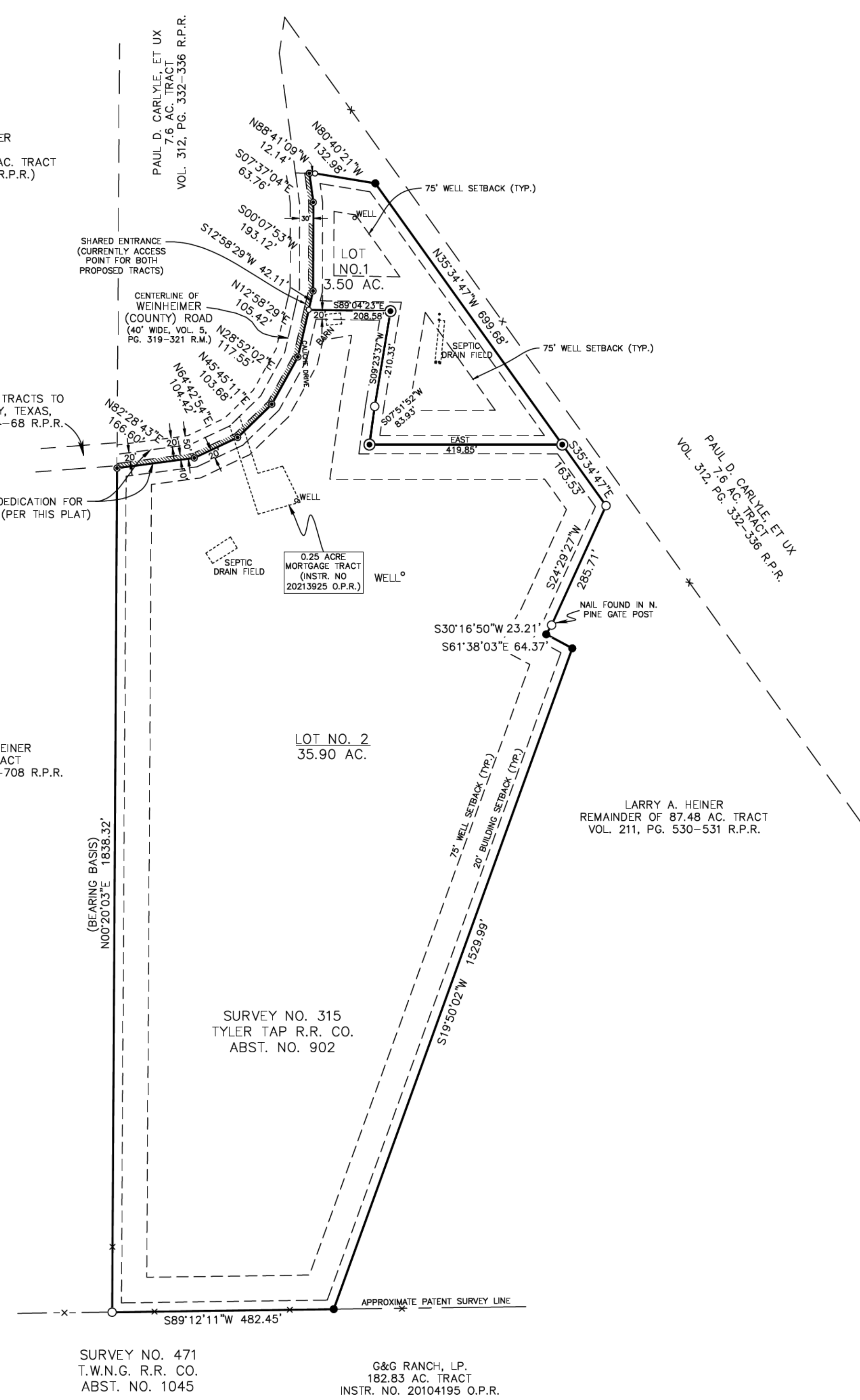
BEING THAT 40.0 ACRE TRACT OF LAND DESCRIBED IN A WARRANTY DEED TO AMY E. BURLISON, BY SCOTT R. BURLISON, DATED JULY 28, 2016, FOUND OF RECORD IN INSTRUMENT NO. 20163720 OF THE OFFICIAL PUBLIC RECORDS OF GILLESPIE COUNTY, TEXAS.

KENNETH RAY HEINER
PROBATE-5996
(REMAINDER OF AN 87.48 AC. TRACT
VOL. 95, PG. 148-150 R.P.R.)

1.27 & 0.16 AC. TRACTS TO
GILLESPIE COUNTY, TEXAS,
VOL. 246, PG. 64-68 R.P.R.

ROY WAYNE HEINER
28.4 AC. TRACT
VOL. 216, PG. 707-708 R.P.R.

LARRY A. HEINER
REMAINDER OF 87.48 AC. TRACT
VOL. 211, PG. 530-531 R.P.R.



PLAT NOTES, DEDICATIONS AND EASEMENTS

REGARDING ANY PUBLIC DEDICATION ON THIS PLAT: REGARDING ANY LAND, ROAD, EASEMENT, IMPROVEMENT, FACILITY, OR OTHER PROPERTY OR INFRASTRUCTURE DEDICATED FOR PUBLIC USE ON THIS PLAT, AND UPON APPROVAL, IF ANY, OF THIS PLAT BY THE GILLESPIE COUNTY COMMISSIONERS COURT, GILLESPIE COUNTY EXPRESSLY DOES NOT ACCEPT FOR CONSTRUCTION OR MAINTENANCE PURPOSES SAID DEDICATED PROPERTY. UPON PLAT APPROVAL, THE CONSTRUCTION OR MAINTENANCE OF SAID PROPERTY SHALL REMAIN THE RESPONSIBILITY OF ITS OWNER (INCLUDING THE OWNER'S SUCCESSORS AND ASSIGNS), IN ACCORDANCE WITH THE PROVISIONS OF THE SUBDIVISION AND MANUFACTURED HOME RENTAL COMMUNITY REGULATIONS FOR GILLESPIE COUNTY, TEXAS.

PROPERTY OWNERS ARE ADVISED THAT THEY ARE RESPONSIBLE FOR THE MAINTENANCE OF DEDICATED EASEMENTS ON THEIR PROPERTY AND MAY NOT UTILIZE THESE EASEMENTS FOR ANY PURPOSE DETRIMENTAL TO THEIR INTENDED USE (I.E. NO STRUCTURES, SEPTIC TANK FIELDS, ETC.) GRANTEES OF SAID DEDICATED EASEMENTS RESERVE THE RIGHT OF ACCESS TO SUCH EASEMENTS.

REGARDING ANY PRIVATE LAND IMPROVEMENTS DESCRIBED ON THE PLAT: GILLESPIE COUNTY EXPRESSLY DOES NOT ACCEPT FOR CONSTRUCTION OR MAINTENANCE PURPOSES ANY LAND, ROAD, EASEMENT, IMPROVEMENT, FACILITY, OR OTHER PROPERTY DESCRIBED ON THIS PLAT FOR PRIVATE OWNERSHIP OR USE. UPON APPROVAL OF THIS PLAT, IF ANY, BY THE GILLESPIE COUNTY COMMISSIONERS COURT, ANY SUCH PRIVATE PROPERTY SHALL BE OWNED AND REMAIN THE RESPONSIBILITY OF ITS OWNER, IN ACCORDANCE WITH THE SUBDIVISION AND MANUFACTURED HOME RENTAL COMMUNITY REGULATIONS FOR GILLESPIE COUNTY, TEXAS.

FURTHERMORE, GILLESPIE COUNTY SHALL NOT BE RESPONSIBLE FOR MAINTENANCE OF PRIVATE STREETS, ROADS, DRIVEWAYS, EMERGENCY ACCESS EASEMENTS, RECREATION AREAS AND OPEN SPACES NOTED ON THIS PLAT. THE PROPERTY OWNERS IN THIS SUBDIVISION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF PRIVATE STREETS, ROADS, DRIVEWAYS, EMERGENCY ACCESS EASEMENTS, RECREATION AREAS AND OPEN SPACES, AND SAID OWNERS AGREE TO INDEMNIFY, DEFEND, AND SAVE HARMLESS GILLESPIE COUNTY, FROM ALL CLAIMS, DAMAGES AND LOSSES ARISING OUT OF OR RESULTING FROM PERFORMANCE OF THE OBLIGATIONS OF SAID OWNERS AS SET FORTH HEREIN.

REGARDING WATER AVAILABILITY, QUANTITY OR QUALITY, AND FLOODING: GILLESPIE COUNTY HEREBY MAKES NO CERTIFICATION, REPRESENTATION, OR GUARANTEE: (1) OF WATER AVAILABILITY, QUANTITY, OR QUALITY REGARDING THIS SUBDIVISION; OR (2) THAT A PRESENT OR FUTURE ADEQUATE WATER SUPPLY EXISTS TO SERVICE THIS SUBDIVISION.

THE UNLAWFUL BLOCKING OF THE FLOW OF WATER, THE CONSTRUCTION OF ANY IMPROVEMENTS IN A DRAINAGE EASEMENT, AND THE FILLING OR OBSTRUCTION OF A DESIGNATED FLOODWAY, ARE PROHIBITED. THE EXISTING CREEKS OR DRAINAGE CHANNELS TRAVERSING ALONG OR ACROSS THE SUBDIVISION PROPERTY WILL REMAIN OPEN CHANNELS AND WILL BE MAINTAINED BY THE INDIVIDUAL OWNERS OF THE LOT OR LOTS THAT ARE TRAVERSED BY OR ADJACENT TO THE DRAINAGE COURSES ALONG OR ACROSS SAID LOTS. GILLESPIE COUNTY WILL NOT BE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF SAID DRAINAGE WAYS OR THE CONTROL OF EROSION. GILLESPIE COUNTY WILL NOT BE RESPONSIBLE FOR ANY DAMAGE, PERSONAL INJURY OR LOSS OF LIFE OR PROPERTY OCCASIONED BY FLOODING OR FLOODING CONDITIONS.

UTILITY EASEMENT: AN EASEMENT IS RETAINED AND PROVIDED FOR ALL UTILITIES, 10 FEET WIDE ON EACH SIDE OF EVERY INTERIOR TRACT LINE AND 20 FEET WIDE ALONG THE PERIMETER OF ALL TRACTS.

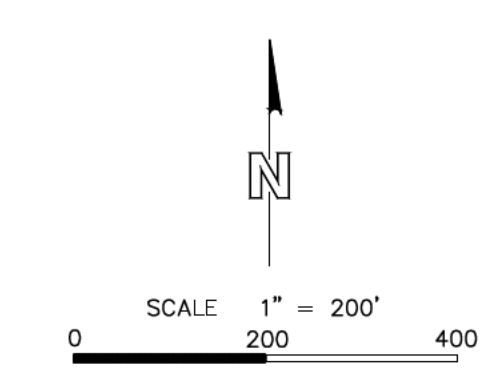
ADDITIONAL EASEMENT ADJACENT TO EACH ROADWAY OF WHATEVER WIDTH MAY BE NECESSARY, IS PROVIDED FOR UTILITIES, SO THAT SUCH UTILITY LINES MAY BE RUN ACROSS THE FRONT OF ANY OR ALL TRACTS WITH A MINIMUM OF ANGLES IN SUCH UTILITY LINES AS THE UTILITY AGENCIES MAY REQUIRE.

WATER SERVICE: THE EXISTING WATER WELL(S) SERVICING LOT NO.1 AND LOT NO.2, AS NOW DEFINED, WAS CONSTRUCTED PRIOR TO THIS SUBDIVISION OF LAND. THE HILL COUNTY UNDERGROUND WATER CONSERVATION DISTRICT (H.C.U.W.C.D.) ACKNOWLEDGES THIS FACT, AND AT THE TIME THIS PLAT WAS PREPARED AND ACCEPTED H.C.U.W.C.D. DID NOT REQUIRE A WATER AVAILABILITY STUDY TO BE PERFORMED OR PROVIDED.

MINIMUM SETBACK STANDARDS ARE REQUIRED FROM THE PERIMETER BOUNDARY LINE FOR THE DRILLING/PLACEMENT OF ANY NEW WATER WELLS, AS REQUIRED BY THE HILL COUNTY UNDERGROUND WATER CONSERVATION DISTRICT (H.C.U.W.C.D.). FURTHERMORE, ALL WATER WELLS SHALL BE IN COMPLIANCE WITH THE CURRENT H.C.U.W.C.D. DISTRICT RULES AND/OR AMENDMENTS (ALSO, REFER TO GILLESPIE COUNTY SUBDIVISION REGULATIONS SECTION 4.1.(1)-(4)(b)).

FUTURE DEVELOPMENT RESTRICTION: CONDITIONAL TO THE APPROVAL OF THIS PLAT, IT IS UNDERSTOOD AND ACCEPTED THAT THE TRACTS OF LAND SHOWN HEREON SHALL NOT BE FURTHER SUBDIVIDED INTO SUBSEQUENT OR SMALLER TRACTS OF LAND. ALL FUTURE CONVEYANCES OF THESE TRACTS OF LAND SHALL INCLUDE LANGUAGE PROHIBITING THE SAME.

THERE SHALL BE NO RESERVE STRIPS (I.E., NEGATIVE EASEMENTS) BY PLAT, DEED, OR OTHER INSTRUMENT CONTROLLING THE ACCESS TO ANY LAND DEDICATED OR INTENDED TO BE DEDICATED FOR PUBLIC USE.



LEGEND & ABBREVIATIONS:

- 1/2" DIA. REBAR FOUND (EXCEPT 3/8" IN ROAD CENTERLINE)
 - ⊙ 1/2" DIA. REBAR SET (CAPPED: RPLS 6454)
 - PIPE FENCE CORNER POST (OR AS NOTED)
 - CONCRETE R.O.W. MONUMENT
 - ⊘ UTILITY POLE
 - X FENCE
 - APPROX. PATENT SURVEY LINE
 - - - EASEMENT/SETBACK LINE
 - - - ADJOINER/TRACT LINE
 - ELECTRIC LINE
- P.O.B. PLACE OF BEGINNING
B.S.L. BUILDING SETBACK LINE
U.E. UTILITY EASEMENT
E.S.M.T. RECORD EASEMENT
C.M. CONTROLLING MONUMENT
R.P.R. REAL PROPERTY RECORDS
O.P.R. OFFICIAL PUBLIC RECORDS
D.R. DEED RECORDS
P.R. PLAT RECORDS
R.O.W. RIGHT-OF-WAY
C.P. CORNER POST (FENCED)
(N-----E XXX) RECORD BEARING AND DISTANCE

GENERAL NOTES:

1. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY THE SURVEYOR. THERE MAY BE EASEMENTS, RESTRICTIONS, AND/OR COVENANTS AFFECTING THIS PROPERTY, THAT WERE UNDEFINED OR NOT SPECIFICALLY LOCATABLE.
2. A VARIANCE FOR ONE EXISTING BARN STRUCTURE ON LOT NO.2 TO BE LOCATED WITHIN THE 20' BUILDING SETBACK WAS APPROVED BY GILLESPIE COUNTY COMMISSIONERS COURT ON _____ MAINTENANCE OF THE STRUCTURE IS PERMITTED, BUT ANY ADDITION TO THE STRUCTURE, REBUILD OF THE STRUCTURE, CHANGE OF USE, AND/OR NEW STRUCTURES WITHIN THE BUILDINGS SETBACKS ADOPED BY GILLESPIE COUNTY IS NOT PERMITTED.
3. ABOVE GROUND STRUCTURES AND UNDERGROUND UTILITIES INCLUDING BUT NOT LIMITED TO PIPELINES, SPRINKLER SYSTEM AND HEADS, VALVES, HAND-HOLES, PEDESTALS, WATER WELLS AND SANITARY/SEPTIC SYSTEMS AND OTHER IMPROVEMENTS THAT MAY EXIST, ARE NOT SHOWN HEREON.
4. THE SURVEYED PROPERTY APPEARS TO LIE WITHIN ZONE "X", NOT WITHIN WITHIN A 100-YEAR FLOOD HAZARD AREA AS IDENTIFIED BY THE FEMA FLOOD INSURANCE RATE MAP FOR THIS AREA, MAP NUMBER 48171C0250C, WITH AN EFFECTIVE DATE OCTOBER 19, 2001 FOR GILLESPIE COUNTY, TEXAS AND UNINCORPORATED AREAS.
5. SEPTIC SYSTEM SETBACKS MUST MEET STATE OF TEXAS MINIMUM REQUIREMENTS WHICH VARY DEPENDING ON THE TYPE OF SYSTEM.
6. MONUMENTS AS SHOWN, SET CORNERS ARE 1/2" DIA. REBAR WITH CAP STAMPED "RPLS 6454", UNLESS NOTED OTHERWISE.
7. BEARING BASIS: AS SHOWN AND NOTED HEREON.
8. DISTANCES AND AREA SHOWN HEREON ARE DERIVED FROM GPS POSITIONING METHODS AND REPORTED IN "GROUND" VALUES BASED UPON A LOCAL COORDINATE SYSTEM. THE BASIS OF BEARING IS SHOWN HEREON.
9. ELECTRICAL SERVICE IS PROVIDED BY CENTRAL TEXAS ELECTRIC COOPERATIVE, INC., WITH OVER-HEAD ELECTRICAL SERVICE LINE(S) OVER AND ACROSS BOTH PROPOSED LOTS (NOT SHOWN HEREON). IT IS ASSUMED THAT A 20' WIDE EASEMENT EXIST ALONG THE CENTERLINE OF THE OVERHEAD UTILITY LINE, SUPPORTING UTILITY POLES AND GUY-WIRE ANCHORS.

CERTIFICATION OF SURVEYOR

THE STATE OF TEXAS *
COUNTY OF GILLESPIE *

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND ABILITY THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ON THE GROUND SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION AND COMPLETED ON DECEMBER 19, 2023.

PLAT WAS PREPARED ON FEBRUARY 7, 2024.

DATE _____ CODY J. MUSICK
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6454
SURVEYOR OF RECORD
WINNEMER | SURVEYORS OF LAND
1788 W. LIVE OAK ST.
FREDRICKSBURG, TEXAS 78624
830-997-3884
TBELS FIRM NO. 10194626

LIENHOLDER'S ACCEPTANCE OF PLAT DEDICATION

THE STATE OF TEXAS *
COUNTY OF GILLESPIE *

WHEREAS, FREEDOM MORTGAGE CORPORATION, ACTING BY AND THROUGH THE UNDERSIGNED, ITS DULY AUTHORIZED AGENT, HOLDS A LIEN ON THE 0.25 ACRE TRACT OF LAND (SHOWN HEREON), SHOWN AS SECURED BY A DEED OF TRUST RECORDED IN INSTRUMENT NO. 20213925, OF THE OFFICIAL PUBLIC RECORDS OF GILLESPIE COUNTY, TEXAS, DOES HEREBY ACCEPT ALL DEDICATIONS AND PROVISIONS OF THIS PLAT AS SHOWN.

REPRESENTATIVE'S FIRST AND LAST NAME: _____

TITLE: _____

REPRESENTATIVE'S SIGNATURE: _____

DATE SIGNED: _____ DAY OF _____, 2024.

STATE OF _____ §

COUNTY OF _____ §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON _____ BY _____

_____ OF _____, A CORPORATION, ON BEHALF OF SAID CORPORATION.

NOTARY PUBLIC'S SIGNATURE _____

OWNER'S ACKNOWLEDGEMENT AND DEDICATION

THE STATE OF TEXAS *
COUNTY OF GILLESPIE *

I (WE) CERTIFY THAT: (1) THIS PLAT, INCLUDING ALL ATTACHED DOCUMENTS AND PLAT NOTES ARE IN COMPLIANCE WITH THE SUBDIVISION AND MANUFACTURED HOME RENTAL COMMUNITY REGULATIONS FOR GILLESPIE COUNTY, TEXAS, OR AS OTHERWISE MODIFIED PER THE APPROVED AND ACCEPTED TERMS OF THE REQUEST FOR RELIEF (VARIANCE) FROM SAID SUBDIVISION REQUIREMENTS, EVIDENCED BY THE ACCEPTANCE OF THIS PLAT AND FURTHER NOTED IN THE COMMISSIONERS COURT MINUTES OF PUBLIC RECORD; (2) THE REPRESENTATIONS ON THIS PLAT, INCLUDING ALL ATTACHED DOCUMENTS AND PLAT NOTES ARE TRUE AND CORRECT; (3) THE DEVELOPER SHALL COMPLY WITH SAID REGULATIONS EXCEPT AS NOTED ON THE REQUEST FOR RELIEF (VARIANCE(S)); AND (4) ALL DEDICATED LAND, ROADS, EASEMENTS, IMPROVEMENTS, FACILITIES, OR OTHER PROPERTY DESCRIBED ON THIS PLAT ARE DEDICATED TO THE USE AND BENEFIT OF THE PUBLIC FOREVER. I (WE) FURTHER ATTEST THAT THERE ARE NO LIENHOLDER SECURITIES, ASSIGNMENTS OR INTEREST IN THE PROPERTY AT THE TIME OF DEDICATION, THAT ARE NOT OTHERWISE ACKNOWLEDGED AND ACCEPTED AS SHOWN HEREON.

AMY E. BURLISON _____ DATE _____, 2024.

STATE OF _____ §

COUNTY OF _____ §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON _____ BY _____

NOTARY PUBLIC'S SIGNATURE _____

CERTIFICATION OF FINAL PLAT APPROVAL

THE STATE OF TEXAS *
COUNTY OF GILLESPIE *

I CERTIFY THE FOLLOWING: (1) THIS PLAT WAS APPROVED ON _____ BY THE COMMISSIONERS COURT OF GILLESPIE COUNTY, TEXAS IN ACCORDANCE WITH CHAPTER 232 OF THE TEXAS LOCAL GOVERNMENT CODE, CHAPTER 551 OF THE TEXAS GOVERNMENT CODE (THE TEXAS OPEN MEETINGS ACT), AND OTHER AUTHORITY; AND (2) THIS PLAT IS AUTHORIZED FOR FILING AND RECORDING WITH THE COUNTY CLERK OF GILLESPIE COUNTY, TEXAS PURSUANT TO THE SUBDIVISION AND MANUFACTURED HOME RENTAL COMMUNITY REGULATIONS FOR GILLESPIE COUNTY, TEXAS.

THIS THE _____ DAY OF _____, 2024.

ATTEST: _____ COUNTY CLERK, GILLESPIE COUNTY, TEXAS

CERTIFICATE OF RECORDATION:

FILED FOR RECORD AT _____ O'CLOCK _____ M. THIS THE _____ DAY OF _____, 20 _____ A.D.,

IN VOLUME _____ AT PAGE _____ OF THE PLAT RECORDS OF GILLESPIE COUNTY, TEXAS.

DEPUTY _____

COUNTY CLERK, GILLESPIE COUNTY, TEXAS

DEVELOPER
AMY BURLISON
3823 WEINHEIMER ROAD
FREDRICKSBURG, TEXAS 78624
409-363-1280

**BURLISON SUBDIVISION
GILLESPIE COUNTY, TEXAS**

"Declarant" shall mean and refer to AMY BURLISON, her heirs, successors and assigns.

"Declaration" shall mean this instrument as it may be amended from time to time.

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to the 3.5 acre tract of land being offered for sale by AMY BURLISON, but excluding those having such interest merely as security for the performance of an obligation.

"Property" or "Tract" shall mean and refer to the 3.5 acre tract of land being offered for sale by AMY BURLISON.

RESTRICTIVE COVENANTS

The Declarant hereby declares that the Property shall henceforth be owned, held, transferred, sold and conveyed subject to the following covenants, conditions and restrictions which are intended for the purpose of protecting the value and desirability of, and which shall run with, the Property and shall be binding on Declarant and all Owners, and the Owner's respective heirs, successors and assigns, and which shall inure to the benefit of Declarant and the Owner of any part of the Property, and the Owner's respective heirs, successors and assigns.

Restrictions

1. The Property shall be used for recreational, agricultural and single family residential purposes only with maximum structures to include one main (residential) home, one guest house and one workshop or barn or one storage building, and one non-metal well cover. A guest house must contain a minimum of 600 square feet of enclosed, air conditioned and heated living space, exclusive of porches (open or covered), decks and garage. Any elevated home or guest house must be skirted. If the existing residence is removed and replaced with another residence, the garage must have a rear entry. All roofs must be metal and of dark brown/bronze color. The metal exterior of all improvements must be of dark brown/bronze color to match the roof.
 - a. "Bed and Breakfast", which is a lodging service within rooms of a single family dwelling unit or a portion thereof situated on the Property, shall be permitted.
 - b. "Short term rental" is defined as the use of a single family dwelling unit or separate guest house or any portion thereof for accommodations or lodging of guests paying a fee or other compensation for a period of less than 30 days at a time. "Short term

rental” of a single family dwelling unit or a portion thereof or a separate guest house is permitted.

- c. During any period when the Property or Improvements are rented or leased, the Owner of the Property shall remain liable for complying with all terms of the Declaration.
2. No more than one guest house or Bed and Breakfast unit or Short Term Rental unit shall be permitted on the Property. A Bed & Breakfast unit shall be limited to 2 bedrooms with 6 guests total.
3. No residence, building or other permanent improvement or structure other than gates, fences, entry ways, cattleguards, well heads, and/or signage identifying a property address may be constructed or erected within seventy-five feet (75') of common boundary line of the Property and Declarant's remaining property.
4. No manufactured homes, modular or industrial built homes, doublewide mobile homes, singlewide mobile homes, trailer houses, tiny homes on chassis or shipping containers shall be constructed, erected, or placed on the Property. A log cabin that is newly built and moved onsite will not be considered a modular or manufactured home and is allowed so long as it is set on a pier and beam foundation, skirted with hardy type siding or masonry and the roof is metal and dark brown to match the roof of the existing cabin.
5. Buses and recreational vehicles shall not be used as a dwelling on the Property. All boats, tractors, golf carts and ATV's, motorcycles, buses, recreational vehicles, and other similar types of vehicles, may be stored on the Property provided they are not visible to the public view.
6. No cellular tower or other type of commercial tower or commercial wind turbine shall be constructed, erected or placed on the Property.
7. No noxious or offensive activities shall be permitted on the Property.
8. No swine shall be kept on the Property.
9. No commercial feedlot operations or commercial breeding of animals shall be permitted on the Property. Animals used for grazing while simultaneously raising young (e.g., a cow/calf operation) shall not be considered commercial breeding of animals.
10. No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Property and no odors shall be permitted to arise there from so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to any adjacent properties or their inhabitants.
11. Abandoned or inoperative equipment, vehicles or junk shall not be stored or maintained on the Property. The Property shall be clean and neat in appearance and free of litter at all times.

Cody Musick

From: Bryan Treber
Sent: Thursday, December 28, 2023 9:42 AM
To: Cody Musick
Subject: FW: 3852 and 3858 Weinheimer Rd

Bryan Treiber
[Waymaker | surveyors of land](#)
830-997-3884 (o)

TBPELS Firm No. 10194626
(previously: Bonn Surveying)

From: Sheila Bibler <sheilabibler@hcuwcd.com>
Sent: Monday, December 11, 2023 4:06 PM
To: Bryan Treiber <btreiber@waymaker.com>; Melissa Eckert <meckert@gillespiecounty.org>
Subject: Fwd: 3852 and 3858 Weinheimer Rd

----- Forwarded message -----

From: **Paul Tybor** <ptybor@gmail.com>
Date: Mon, Dec 11, 2023 at 3:45 PM
Subject: Re: 3852 and 3858 Weinheimer Rd
To: Sheila Bibler <sheilabibler@hcuwcd.com>

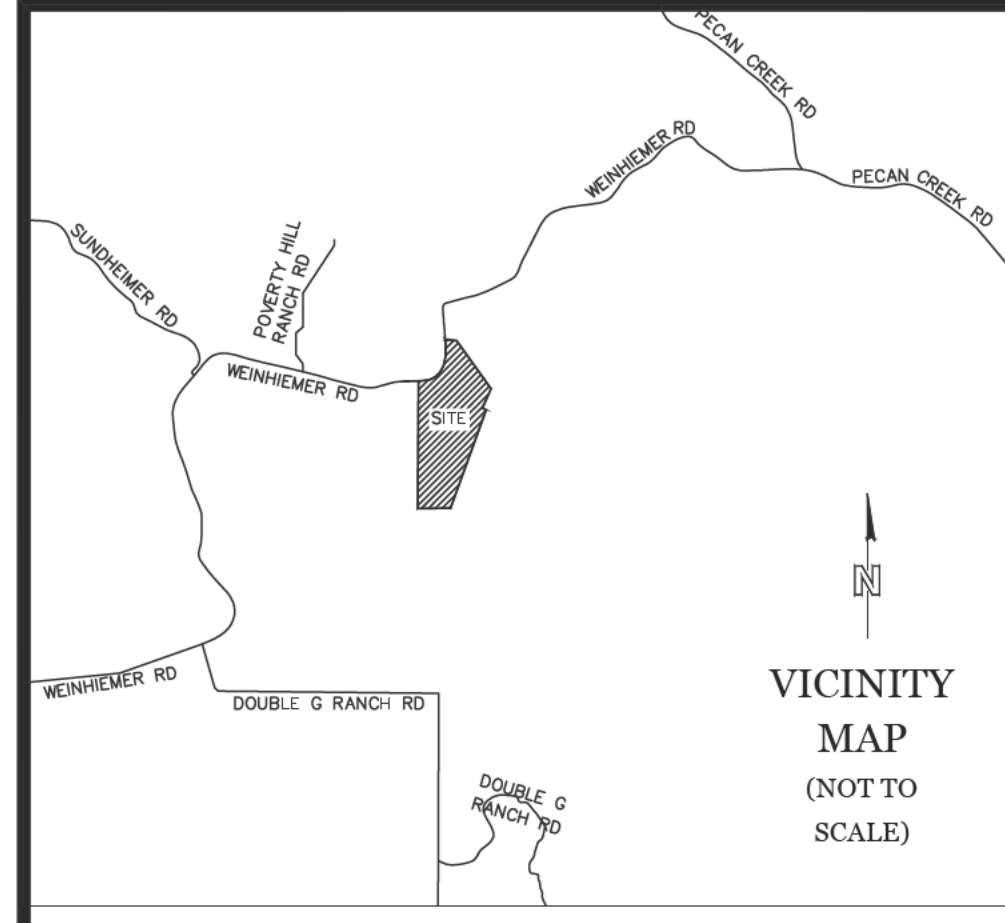
Ms. Bibler,
Since there are wells currently in place on both proposed tracts, the District does not believe there is the need to perform a water availability study on this tract.
Paul Tybor
HCUWCD

On Mon, Dec 11, 2023 at 3:35 PM Sheila Bibler <sheilabibler@hcuwcd.com> wrote:

Hi, Mr. Tybor. Amy Burlison owns this property. She wants to carve out 3.5 acres that has a cabin on it and sell it. The 3.5 acres has a new well on it and her remaining acreage has a well on it as well. Can you please confirm that a water study would not be required to plat these two tracts in order to sell the 3.5 acres? No new well would be required for either of these tracts.

--

Texas law requires all real estate license holders to provide the following documents:
[Information About Brokerage Services](#)
[Consumer Protection Notice](#)



**SUBDIVISION PLAT FOR
BURLISON SUBDIVISION
GILLESPIE COUNTY, TEXAS**

BEING THAT 40.0 ACRE TRACT OF LAND DESCRIBED IN A WARRANTY DEED TO AMY E. BURLISON, BY SCOTT R. BURLISON, DATED JULY 28, 2016, FOUND OF RECORD IN INSTRUMENT NO. 20163720 OF THE OFFICIAL PUBLIC RECORDS OF GILLESPIE COUNTY, TEXAS.

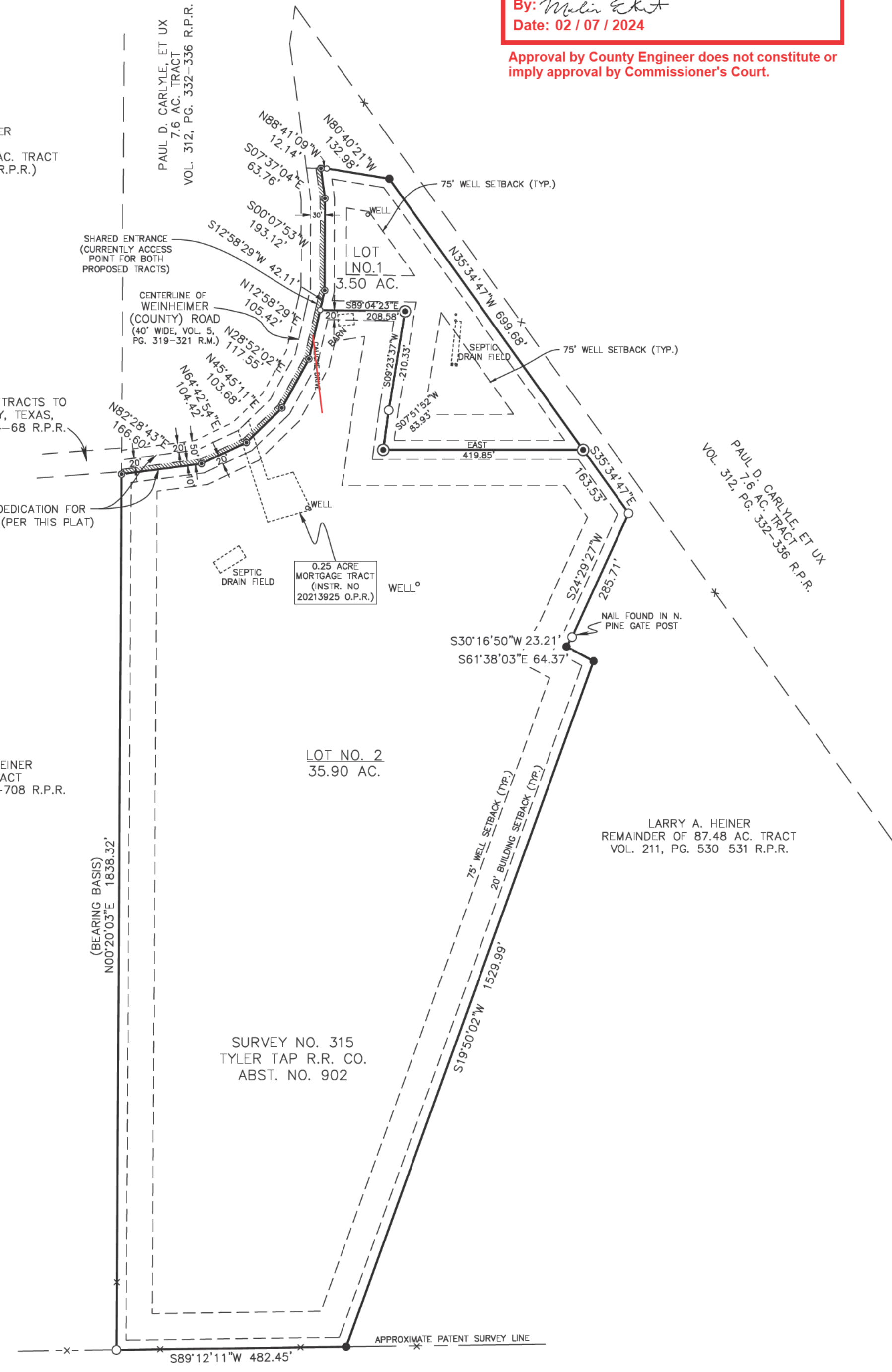
REVIEWED
Gillespie County Engineering Department:
Approved _____
Approved as Noted _____
Disapproved _____
Not Reviewed - Incomplete _____
Not Reviewed - Accepted FIO _____
By: *Melissa E. K...*
Date: 02 / 07 / 2024
Approval by County Engineer does not constitute or imply approval by Commissioner's Court.

KENNETH RAY HEINER
PROBATE-5996
(REMAINDER OF AN 87.48 AC. TRACT
VOL. 95, PG. 148-150 R.P.R.)

1.27 & 0.16 AC. TRACTS TO
GILLESPIE COUNTY, TEXAS,
VOL. 246, PG. 64-68 R.P.R.

ROY WAYNE HEINER
28.4 AC. TRACT
VOL. 216, PG. 707-708 R.P.R.

LARRY A. HEINER
REMAINDER OF 87.48 AC. TRACT
VOL. 211, PG. 530-531 R.P.R.



SURVEY NO. 471
T.W.N.G. R.R. CO.
ABST. NO. 1045

G&G RANCH, L.P.
182.83 AC. TRACT
INSTR. NO. 20104195 O.P.R.

PLAT NOTES, DEDICATIONS AND EASEMENTS

REGARDING ANY PUBLIC DEDICATION ON THIS PLAT: REGARDING ANY LAND, ROAD, EASEMENT, IMPROVEMENT, FACILITY, OR OTHER PROPERTY OR INFRASTRUCTURE DEDICATED FOR PUBLIC USE ON THIS PLAT, AND UPON APPROVAL, IF ANY, OF THIS PLAT BY THE GILLESPIE COUNTY COMMISSIONERS COURT, GILLESPIE COUNTY EXPRESSLY DOES NOT ACCEPT FOR CONSTRUCTION OR MAINTENANCE PURPOSES SAID DEDICATED PROPERTY. UPON PLAT APPROVAL, THE CONSTRUCTION OR MAINTENANCE OF SAID PROPERTY SHALL REMAIN THE RESPONSIBILITY OF ITS OWNER (INCLUDING THE OWNER'S SUCCESSORS AND ASSIGNS), IN ACCORDANCE WITH THE PROVISIONS OF THE SUBDIVISION AND MANUFACTURED HOME RENTAL COMMUNITY REGULATIONS FOR GILLESPIE COUNTY, TEXAS.

PROPERTY OWNERS ARE ADVISED THAT THEY ARE RESPONSIBLE FOR THE MAINTENANCE OF DEDICATED EASEMENTS ON THEIR PROPERTY AND MAY NOT UTILIZE THESE EASEMENTS FOR ANY PURPOSES DIFFERENTIAL TO THEIR INTENDED USE (I.E. NO STRUCTURES, SEPTIC TANK FIELDS, ETC.). GRANTEES OF SAID DEDICATED EASEMENTS RESERVE THE RIGHT OF ACCESS TO SUCH EASEMENTS.

REGARDING ANY PRIVATE LAND IMPROVEMENTS DESCRIBED ON THE PLAT: GILLESPIE COUNTY EXPRESSLY DOES NOT ACCEPT FOR CONSTRUCTION OR MAINTENANCE PURPOSES ANY LAND, ROAD, EASEMENT, IMPROVEMENT, FACILITY, OR OTHER PROPERTY DESCRIBED ON THIS PLAT FOR PRIVATE OWNERSHIP OR USE. UPON APPROVAL OF THIS PLAT, IF ANY, BY THE GILLESPIE COUNTY COMMISSIONERS COURT, ANY SUCH PRIVATE PROPERTY SHALL BE OWNED BY AND REMAIN THE RESPONSIBILITY OF ITS OWNER, IN ACCORDANCE WITH THE SUBDIVISION AND MANUFACTURED HOME RENTAL COMMUNITY REGULATIONS FOR GILLESPIE COUNTY, TEXAS.

FURTHERMORE, GILLESPIE COUNTY SHALL NOT BE RESPONSIBLE FOR MAINTENANCE OF PRIVATE STREETS, ROADS, DRIVEWAYS, EMERGENCY ACCESS EASEMENTS, RECREATION AREAS AND OPEN SPACES NOTED ON THIS PLAT. THE PROPERTY OWNERS IN THIS SUBDIVISION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF PRIVATE STREETS, ROADS, DRIVEWAYS, EMERGENCY ACCESS EASEMENTS, RECREATION AREAS AND OPEN SPACES, AND SAID OWNERS AGREE TO INDEMNIFY, DEFEND, AND SAVE HARMLESS GILLESPIE COUNTY, FROM ALL CLAIMS, DAMAGES AND LOSSES ARISING OUT OF OR RESULTING FROM PERFORMANCE OF THE OBLIGATIONS OF SAID OWNERS AS SET FORTH HEREIN.

REGARDING WATER AVAILABILITY, QUANTITY OR QUALITY, AND FLOODING: GILLESPIE COUNTY HEREBY MAKES NO CERTIFICATION, REPRESENTATION, OR GUARANTEE: (1) OF WATER AVAILABILITY, QUANTITY, OR QUALITY REGARDING THIS SUBDIVISION; OR (2) THAT A PRESENT OR FUTURE ADEQUATE WATER SUPPLY EXISTS TO SERVICE THIS SUBDIVISION.

THE UNLAWFUL BLOCKING OF THE FLOW OF WATER, THE CONSTRUCTION OF ANY IMPROVEMENTS IN A DRAINAGE EASEMENT, AND THE FILLING OR OBSTRUCTION OF A DESIGNATED FLOODWAY, ARE PROHIBITED. THE EXISTING CREEKS OR DRAINAGE CHANNELS TRAVERSING ALONG OR ACROSS THE SUBDIVISION PROPERTY WILL REMAIN OPEN CHANNELS AND WILL BE MAINTAINED BY THE INDIVIDUAL OWNERS OF THE LOT OR LOTS THAT ARE TRAVERSED BY OR ADJACENT TO THE DRAINAGE COURSES ALONG OR ACROSS SAID LOTS. GILLESPIE COUNTY WILL NOT BE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF SAID DRAINAGE WAYS OR THE CONTROL OF EROSION. GILLESPIE COUNTY WILL NOT BE RESPONSIBLE FOR ANY DAMAGE, PERSONAL INJURY OR LOSS OF LIFE OR PROPERTY OCCASIONED BY FLOODING OR FLOODING CONDITIONS.

UTILITY EASEMENT: AN EASEMENT IS RETAINED AND PROVIDED FOR ALL UTILITIES, 10 FEET WIDE ON EACH SIDE OF EVERY INTERIOR TRACT LINE AND 20 FEET WIDE ALONG THE PERIMETER OF ALL TRACTS.

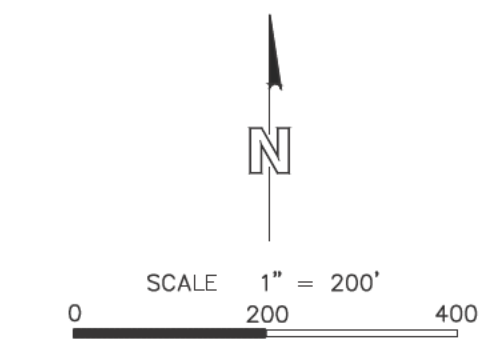
ADDITIONAL EASEMENT ADJACENT TO EACH ROADWAY OF WHATEVER WIDTH MAY BE NECESSARY, IS PROVIDED FOR UTILITIES, SO THAT SUCH UTILITY LINES MAY BE RUN ACROSS THE FRONT OF ANY OR ALL TRACTS WITH A MINIMUM OF ANGLES IN SUCH UTILITY LINES AS THE UTILITY AGENCIES MAY REQUIRE.

WATER SERVICE: THE EXISTING WATER WELL(S) SERVICING LOT NO.1 AND LOT NO.2, AS NOW DEFINED, WAS CONSTRUCTED PRIOR TO THIS SUBDIVISION OF LAND. THE HILL COUNTY UNDERGROUND WATER CONSERVATION DISTRICT (H.C.U.W.C.D.) ACKNOWLEDGES THIS FACT, AND AT THE TIME THIS PLAT WAS PREPARED AND ACCEPTED H.C.U.W.C.D. DID NOT REQUIRE A WATER AVAILABILITY STUDY TO BE PERFORMED OR PROVIDED.

MINIMUM SETBACK STANDARDS ARE REQUIRED FROM THE PERIMETER BOUNDARY LINE FOR THE DRILLING/PLACEMENT OF ANY NEW WATER WELLS, AS REQUIRED BY THE HILL COUNTY UNDERGROUND WATER CONSERVATION DISTRICT (H.C.U.W.C.D.). FURTHERMORE, ALL WATER WELLS SHALL BE IN COMPLIANCE WITH THE CURRENT H.C.U.W.C.D. DISTRICT RULES AND/OR AMENDMENTS (ALSO, REFER TO GILLESPIE COUNTY SUBDIVISION REGULATIONS SECTION 4.1.(1)-(4)(b)).

FUTURE DEVELOPMENT RESTRICTION: CONDITIONAL TO THE APPROVAL OF THIS PLAT, IT IS UNDERSTOOD AND ACCEPTED THAT THE TRACTS OF LAND SHOWN HEREON SHALL NOT BE FURTHER SUBDIVIDED INTO SUBSEQUENT OR SMALLER TRACTS OF LAND. ALL FUTURE CONVEYANCES OF THESE TRACTS OF LAND SHALL INCLUDE LANGUAGE PROHIBITING THE SAME.

THERE SHALL BE NO RESERVE STRIPS (I.E., NEGATIVE EASEMENTS) BY PLAT, DEED, OR OTHER INSTRUMENT CONTROLLING THE ACCESS TO ANY LAND DEDICATED OR INTENDED TO BE DEDICATED FOR PUBLIC USE.



LEGEND & ABBREVIATIONS:

- 1/2" DIA. REBAR FOUND (EXCEPT 3/8" IN ROAD CENTERLINE)
- ⊙ 1/2" DIA. REBAR SET (CAPPED: RPLS 6454)
- PIPE FENCE CORNER POST (OR AS NOTED)
- CONCRETE R.O.W. MONUMENT
- ⊘ UTILITY POLE
- X FENCE
- APPROX. PATENT SURVEY LINE
- - - EASEMENT/SETBACK LINE
- · - ADJOINER/TRACT LINE
- ELECTRIC LINE
- P.O.B. PLACE OF BEGINNING
- B.S.L. BUILDING SETBACK LINE
- U.E. UTILITY EASEMENT
- R.E. RECORD EASEMENT
- C.M. CONTROLLING MONUMENT
- R.P.R. REAL PROPERTY RECORDS
- O.P.R. OFFICIAL PUBLIC RECORDS
- D.R. DEED RECORDS
- P.R. PLAT RECORDS
- R.O.W. RIGHT-OF-WAY
- C.P. CORNER POST (FENCED)
- (N---XXX) RECORD BEARING AND DISTANCE

GENERAL NOTES:

1. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY THE SURVEYOR. THERE MAY BE EASEMENTS, RESTRICTIONS, AND/OR COVENANTS AFFECTING THIS PROPERTY, THAT WERE UNDEFINED OR NOT SPECIFICALLY LOCATABLE.
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3. ABOVE GROUND STRUCTURES AND UNDERGROUND UTILITIES INCLUDING BUT NOT LIMITED TO PIPELINES, SPRINKLER SYSTEM AND HEADS, VALVES, HAND-HOLES, PEDESTALS, WATER WELLS AND SANITARY/SEPTIC SYSTEMS AND OTHER IMPROVEMENTS THAT MAY EXIST, ARE NOT SHOWN HEREON.
4. THE SURVEYED PROPERTY APPEARS TO LIE WITHIN ZONE 'X', NOT WITHIN WITHIN A 100-YEAR FLOOD HAZARD AREA AS IDENTIFIED BY THE FEMA FLOOD INSURANCE RATE MAP FOR THIS AREA, MAP NUMBER 48171C0250C, WITH AN EFFECTIVE DATE OCTOBER 19, 2001 FOR GILLESPIE COUNTY, TEXAS AND UNINCORPORATED AREAS.
5. SEPTIC SYSTEM SETBACKS MUST MEET STATE OF TEXAS MINIMUM REQUIREMENTS WHICH VARY DEPENDING ON THE TYPE OF SYSTEM.
6. MONUMENTS AS SHOWN, SET CORNERS ARE 1/2" DIA. REBAR WITH CAP STAMPED "RPLS 6454", UNLESS NOTED OTHERWISE.
7. BEARING BASIS: AS SHOWN AND NOTED HEREON.
8. DISTANCES AND AREA SHOWN HEREON ARE DERIVED FROM GPS POSITIONING METHODS AND REPORTED IN "GROUND" VALUES BASED UPON A LOCAL COORDINATE SYSTEM. THE BASIS OF BEARING IS SHOWN HEREON.
9. ELECTRICAL SERVICE IS PROVIDED BY CENTRAL TEXAS ELECTRIC COOPERATIVE, INC., WITH OVER-HEAD ELECTRICAL SERVICE LINE(S) OVER AND ACROSS BOTH PROPOSED LOTS (NOT SHOWN HEREON). IT IS ASSUMED THAT A 20' WIDE EASEMENT EXIST ALONG THE CENTERLINE OF THE OVERHEAD UTILITY LINE, SUPPORTING UTILITY POLES AND GUY-WIRE ANCHORS.

CERTIFICATION OF SURVEYOR

THE STATE OF TEXAS *
COUNTY OF GILLESPIE *

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND ABILITY THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ON THE GROUND SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION AND COMPLETED ON DECEMBER 19, 2023.
PLAT WAS PREPARED ON FEBRUARY 7, 2024.

DATE _____
CODY J. MUSICK
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6454
SURVEYOR OF RECORD
WINHEIMER | SURVEYORS OF LAND
1788 W. LIVE OAK ST.
FREDRICKSBURG, TEXAS 78624
830-997-3884
TBELS FIRM NO. 10194626

LIENHOLDER'S ACCEPTANCE OF PLAT DEDICATION

THE STATE OF TEXAS *
COUNTY OF GILLESPIE *

WHEREAS, FREEDOM MORTGAGE CORPORATION, ACTING BY AND THROUGH THE UNDERSIGNED, ITS DULY AUTHORIZED AGENT, HOLDS A LIEN ON THE 0.25 ACRE TRACT OF LAND (SHOWN HEREON), SHOWN AS SECURED BY A DEED OF TRUST RECORDED IN INSTRUMENT NO. 20213925, OF THE OFFICIAL PUBLIC RECORDS OF GILLESPIE COUNTY, TEXAS, DOES HEREBY ACCEPT ALL DEDICATIONS AND PROVISIONS OF THIS PLAT AS SHOWN.

REPRESENTATIVE'S FIRST AND LAST NAME: _____

TITLE: _____

REPRESENTATIVE'S SIGNATURE: _____

DATE SIGNED: _____ DAY OF _____, 2024.

STATE OF _____ §

COUNTY OF _____ §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON _____ BY _____

_____ OF _____, A CORPORATION, ON BEHALF OF SAID CORPORATION.

NOTARY PUBLIC'S SIGNATURE _____

OWNER'S ACKNOWLEDGEMENT AND DEDICATION

THE STATE OF TEXAS *
COUNTY OF GILLESPIE *

I (WE) CERTIFY THAT: (1) THIS PLAT, INCLUDING ALL ATTACHED DOCUMENTS AND PLAT NOTES ARE IN COMPLIANCE WITH THE SUBDIVISION AND MANUFACTURED HOME RENTAL COMMUNITY REGULATIONS FOR GILLESPIE COUNTY, TEXAS, OR AS OTHERWISE MODIFIED PER THE APPROVED AND ACCEPTED TERMS OF THE REQUEST FOR RELIEF (VARIANCE) FROM SAID SUBDIVISION REQUIREMENTS, EVIDENCED BY THE ACCEPTANCE OF THIS PLAT AND FURTHER NOTED IN THE COMMISSIONERS COURT MINUTES OF PUBLIC RECORD; (2) THE REPRESENTATIONS ON THIS PLAT, INCLUDING ALL ATTACHED DOCUMENTS AND PLAT NOTES ARE TRUE AND CORRECT; (3) THE DEVELOPER SHALL COMPLY WITH SAID REGULATIONS EXCEPT AS NOTED ON THE REQUEST FOR RELIEF (VARIANCE(S)); AND (4) ALL DEDICATED LAND, ROADS, EASEMENTS, IMPROVEMENTS, FACILITIES, OR OTHER PROPERTY DESCRIBED ON THIS PLAT ARE DEDICATED TO THE USE AND BENEFIT OF THE PUBLIC FOREVER. I (WE) FURTHER ATTEST THAT THERE ARE NO LIENHOLDER SECURITIES, ASSIGNMENTS OR INTEREST IN THE PROPERTY AT THE TIME OF DEDICATION, THAT ARE NOT OTHERWISE ACKNOWLEDGED AND ACCEPTED AS SHOWN HEREON.

AMY E. BURLISON _____ DATE _____, 2024.

STATE OF _____ §

COUNTY OF _____ §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON _____ BY _____

NOTARY PUBLIC'S SIGNATURE _____

CERTIFICATION OF FINAL PLAT APPROVAL

THE STATE OF TEXAS *
COUNTY OF GILLESPIE *

I CERTIFY THE FOLLOWING: (1) THIS PLAT WAS APPROVED ON _____ BY THE COMMISSIONERS COURT OF GILLESPIE COUNTY, TEXAS IN ACCORDANCE WITH CHAPTER 232 OF THE TEXAS LOCAL GOVERNMENT CODE, CHAPTER 551 OF THE TEXAS GOVERNMENT CODE (THE TEXAS OPEN MEETINGS ACT), AND OTHER AUTHORITY; AND (2) THIS PLAT IS AUTHORIZED FOR FILING AND RECORDING WITH THE COUNTY CLERK OF GILLESPIE COUNTY, TEXAS PURSUANT TO THE SUBDIVISION AND MANUFACTURED HOME RENTAL COMMUNITY REGULATIONS FOR GILLESPIE COUNTY, TEXAS.

THIS THE _____ DAY OF _____, 2024.

ATTEST: _____ COUNTY CLERK, GILLESPIE COUNTY, TEXAS

CERTIFICATE OF RECORDATION:

FILED FOR RECORD AT _____ O'CLOCK _____ M. THIS THE _____ DAY OF _____, 20 _____ A.D.,

IN VOLUME _____ AT PAGE _____ OF THE PLAT RECORDS OF GILLESPIE COUNTY, TEXAS.

DEPUTY _____

COUNTY CLERK, GILLESPIE COUNTY, TEXAS

DEVELOPER
AMY BURLISON
3823 WINHEIMER ROAD
FREDRICKSBURG, TEXAS 78624
409-363-1280

**BURLISON SUBDIVISION
GILLESPIE COUNTY, TEXAS**