



Supervisor Facilities Maintenance For  
Facilities

**Department:** Facilities  
**Position/Class Title:** Supervisor Facilities Maintenance  
**Supervisor:** Commissioners Court  
**FLSA Category:** Non-exempt  
**Pay Grade:** 17

**GENERAL DESCRIPTION:**

The Facilities Maintenance Supervisor will supervise and perform a wide variety of maintenance activities to maintain and improve proper functions, safety, and appearance of all county buildings, facilities, and grounds. As the Department Head, you will oversee the day-to-day operations of the Facilities Maintenance department, all maintenance positions, grounds management position, and lead custodial position. Performs all personnel actions within the facilities maintenance department in accordance with established County policies and procedures.

**ESSENTIAL DUTIES/FUNCTIONS:**

Assist all areas of service provided by facilities maintenance department.

- Activities will include performance of electrical, plumbing, carpentry, masonry, and painting skills.
- Service and repair of heating and air conditioning/cooling and related systems.
- Performance of light construction on county buildings, facilities and grounds, and all other maintenance/repair issues that need to be addressed under Commissioners Court jurisdiction.
- Work designated schedule as well as other hours as required to meet customer needs.
- Directs personnel management, training, mentoring, and career development of department personnel.
- Determines appropriate level of training for all personnel, meeting or exceeding all applicable local, state, federal, and industry-accepted standards, including continuing education, and ensures training standards are met and universally applied.
- Develop short and long range financial, capital improvement, and operational plans for all county owned facilities.
- Annually inspects facilities for needed repair.
- Clearly establishes and communicates expectations for employee performance, behavior, and demeanor. Provide continuous feedback to ensure that those expectations are consistently and universally met or exceeded.
- Must readily comply with departmental and county-wide policies and procedures.
- Make decisions through Human Resources and Commissioners Court.
- Supervises and evaluates work activities of subordinate staff and seeks to provide an atmosphere of teamwork and high morale.
- Maintain a scheduled maintenance program. Perform scheduled/preventative maintenance and unscheduled/necessary maintenance and repairs as may be required for grounds and building and facilities maintenance, and generally supervise lead custodial position and manage administrative requirements related to custodial functions.
- Maintain accurate records of maintenance performed.
- Implement safety and good housekeeping practices.
- Commute(drive) between county properties and/or supplies.
- Respond to emergency and non-emergency repairs and cleanups as needed.
- Maintain and control inventory of tools, equipment, and supplies.
- Purchase supplies necessary to complete required tasks.
- Maintain tools and equipment in clean and operational condition.
- React to change productively and handle other tasks as may be assigned.
- Assist with custodial/janitorial essential duties and functions as needed.

- Assist in locking and unlocking courthouse and other county facilities as required.
- Assist other departments whenever manual labor is required.
- Assist in placement and removal of decorative items from buildings, facilities, and grounds.
- Work in a safe and efficient manner.
- Watchful of and report any damaged equipment, safety hazard or possible safety hazard

**KNOWLEDGE, SKILLS, and ABILITIES:**

The ideal candidate will have the following Knowledge, Skills, and Abilities:

- Posses training and holding licenses in applicable facilities maintenance functions preferred
- Working knowledge of skilled crafts (electrical, plumbing, carpentry, masonry, painting)
- Fire alarms and security systems.
- Read and understand blueprint and electrical schematics.
- Ability to determine cause and need for maintenance and/or repairs and effectively carryout required tasks.
- Team building skills.
- Maintenance/ problem solving skills.
- Effective verbal and written communication, listening and presentation skills.
- Stress management skills.
- Time management skills... capable and willing to multi-task and meet frequent deadlines.
- Ability to perform work independently with minimal amounts of supervision.
- Work with public/co-workers in a professional and positive manner consistent with the requirements of being a public servant.
- Ability to understand and follow instructions (written, verbal, telephone, and electronically)
- Be willing to work unscheduled hours... including holidays and/or weekends.
- Employee must be able to perform the essential functions of the position without posing a direct threat to the health and safety of himself/herself and others.

**MINIMUM REQUIREMENTS/ QUALIFICATIONS:**

- Must be at least 18 years of age.
- High school graduate and college degree preferred.
- Position may require/give preference to various maintenance/technical related certifications.
- At least 3 year's work experience in the field of various facilities maintenance activities
- 1 year experience in supervision of personnel
- HVAC EPA certification or license beneficial
- Electrical license beneficial
- Possession of a valid driver's license is required with a driving record acceptable to Gillespie County. However, if the license is not a Texas issued license, one must be obtained within 30 days of employment.
- Must possess or be able to obtain a cell phone within 30 days of employment, a cell phone to conduct Gillespie County business.
- Must be able to maintain a Texas Department of Public Safety (DPS) CJIS security access clearance. Application for CJIS security access will be handled through Sherrif's Office.
- Must consent to and pass criminal background check.
- Must be able to pass pre-employment physical.

**ENVIRONMENTAL WORKING CONDITIONS AND SCHEDULES:**

County facilities, including vehicles, are smoke-free and alcohol-free working environments. The location is various county facilities and designated non-county facilities. Must be able to work in the jail.

Physical Ability: Some tasks require the ability to exert extremely heavy objects is required for personal and material safety. Physical demands involve prolonged repetitive motor movements: sitting, walking, climbing, stooping, and frequent movement of various supplies and/or equipment of 50 pounds or greater loads.

[Type here]

Sensory Requirements: Some tasks require the ability to perceive and discriminate sounds and visual cues or signals.

Environmental Factors: Working conditions consist of indoor (heated and air-conditioned/cooled, and uncontrolled areas...hot, cold) and outdoor environments. Outside activity may take place in possibly adverse conditions. Essential functions may be occasionally performed with exposure to adverse environmental conditions, including exposure to damp/wet surfaces, dusty conditions, fumes, and odors. May encounter hazardous cleaning solvents and abrasive materials or compounds.

Daily schedules will vary... this includes daily work schedules as well as work locations and tasks to be performed. Work hours may begin as early as 7:00 AM or earlier, due to area access requirements and/or departments.

Normal work schedule is Monday through Friday, forty hours per week, with varying schedules possible on occasion. Unscheduled hours including holidays, and/or weekends may be required in the case of excessive workloads, unforeseen personnel shortfalls, or emergency situations. "On call" availability may be required. Employee is required to submit to designated Court representative time off requests for approval; any absences must be reported as soon as possible; record/report his/her work hours properly and to submit time records promptly.

#### **APPLICATION INFORMATION**

**No resume will be accepted in lieu of an application form.** Applications can be downloaded from the Gillespie County

"Employment Opportunities" link at <https://www.gillespiecounty.org/>

Please Return your completed application to:

Email: [hr@gillespiecounty.org](mailto:hr@gillespiecounty.org)

In Person: Gillespie County Courthouse room 102-B

Mail: Gillespie County, 101 W. Main St., Mail Unit #11, Fredericksburg, TX 78624

*Gillespie County is an Equal Opportunity Employer. A background check will be required of finalist. New or rehired potential employees will be required to provide documentary proof of their eligibility for employment. Gillespie County is a public employer; therefore, all applications are public information.*

I have read and understand the essential duties / functions; skills and abilities; minimum requirements; and working conditions and schedules of this position.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Cattle Guard removal, 600-700 section of Cut-Off Road

Adjacent Properties: 1) Gus & Jacquelyn Rios, 2) Mike & Lisa Weathers,  
3) Linda Cardenas Carranza, 4) Elken 1 LLC



*Linda Cardenas Carranza*  
Property ID: 102544

*Gus & Jacquelyn Rios*  
Property ID: 63602

*Elken 1 LLC*  
Property ID: 23005

*Mike & Lisa Weathers*  
Property ID: 22999

*Cattle Guard to be removed.*

*NOTE: Red property lines are from Gillespie CAD and are approximate.*

**Prepared For:** County of Gillespie  
Schneider, Marcie

**Date** 04/01/2024  
**AE/AM** PSS/AKA

**Unit #**

**Year** 2024 **Make** Ford **Model** F-350

**Series** XLT 4x4 SD Crew Cab 6.75 ft. box 160 in. WB SRW

**Vehicle Order Type** Ordered **Term** 60 **State** TX **Customer#** 554960

\$ 66,393.00	Capitalized Price of Vehicle <sup>1</sup>
\$ 0.00	License and Certain Other Charges <u>6.2500%</u> State TX
\$ 158.50	Initial License Fee
\$ 0.00	Registration Fee
\$ 300.00	Other:Courtesy Delivery Fee
\$ 0.00	Capitalized Price Reduction
\$ 0.00	Tax on Capitalized Price Reduction
\$ 18,000.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00 *	Tax on Incentive ( Taxable Incentive Total : \$0.00 )

**All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.**

**Order Information**

<b>Driver Name</b>	
<b>Exterior Color</b>	Oxford White
<b>Interior Color</b>	Baja w/Cloth 40/Console/40 Front Seats
<b>Lic. Plate Type</b>	Exempt
<b>GVWR</b>	0

\$ 48,851.50	Total Capitalized Amount (Delivered Price)
\$ 610.64	Depreciation Reserve @ <u>1.2500%</u>
\$ 272.50	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) <sup>2</sup>
<b>\$ 883.14</b>	<b>Total Monthly Rental Excluding Additional Services</b>

**Additional Fleet Management**

\$ 0.00	Master Policy Enrollment Fees
\$ 0.00	Commercial Automobile Liability Enrollment
	Liability Limit <u>\$0.00</u>

\$ 0.00 Physical Damage Management

Comp/Coll Deductible 0 / 0

\$ 0.00 Full Maintenance Program <sup>3</sup> Contract Miles 0  
Incl: # Brake Sets (1 set = 1 Axle) 0

OverMileage Charge \$ 0.0500 Per Mile

# Tires 0

Loaner Vehicle Not Included

**\$ 0.00 Additional Services SubTotal**

\$ 0.00 Use Tax 0.0000% State .

**\$ 883.14 Total Monthly Rental Including Additional Services**

\$ 12,213.10 Reduced Book Value at 60 Months

\$ 400.00 Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 12,000  
(Current market and vehicle conditions may also affect value of vehicle)  
(Quote is Subject to Customer's Credit Approval)

**Notes**

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

**ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.**

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

**LESSEE** County of Gillespie

**BY** \_\_\_\_\_ **TITLE**

**DATE**

\* INDICATES ITEMS TO BE BILLED ON DELIVERY.

<sup>1</sup> Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

<sup>2</sup> Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

<sup>3</sup> The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

**VEHICLE INFORMATION:**

2024 Ford F-350 XLT 4x4 SD Crew Cab 6.75 ft. box 160 in. WB SRW - US

Series ID: W3B

**Pricing Summary:**

	<b>INVOICE</b>	<b>MSRP</b>
Base Vehicle	\$53,732	\$56,560.00
Total Options	\$11,166.00	\$12,270.00
Destination Charge	\$1,995.00	\$1,995.00
<b>Total Price</b>	<b>\$66,893.00</b>	<b>\$70,825.00</b>

**SELECTED COLOR:**

Exterior: Z1-Oxford White  
 Interior: 2J-Baja w/Cloth 40/Console/40 Front Seats

**SELECTED OPTIONS:**

<b>CODE</b>	<b>DESCRIPTION</b>	<b>INVOICE</b>	<b>MSRP</b>
153	Front License Plate Bracket	NC	NC
15J	Gooseneck Hitch Kit (Pre-Installed)	\$228.00	\$250.00
160WB	160" Wheelbase	STD	STD
2	Cloth 40/Console/40 Front Seats	\$273.00	\$300.00
166	Carpet Delete	\$-46.00	\$-50.00
17X	FX4 Off-Road Package	\$451.00	\$495.00
17XDEC	Unique FX4 Off-Road Box Decal	Included	Included
17XHDC	Hill Descent Control	Included	Included
17XSHK	Off-Road Specifically Tuned Shock Absorbers	Included	Included
2J_01	Baja w/Cloth 40/Console/40 Front Seats	NC	NC
41P	Transfer Case & Fuel Tank Skid Plates	Included	Included
425	50-State Emissions System	STD	STD
44G	Transmission: TorqShift 10-Speed Automatic	Included	Included
53W	5th Wheel/Gooseneck Hitch Prep Package	\$501.00	\$550.00
613A	Order Code 613A	NC	NC
648	Wheels: 18" Sparkle Silver Painted Cast Aluminum	Included	Included
66L	LED Box Lighting	\$54.00	\$60.00
66S	Upfitter Switches (6)	\$150.00	\$165.00
67B	410 Amp Dual Alternators	\$104.00	\$115.00
67H	Heavy-Service Front Suspension Package	\$114.00	\$125.00
86M	Dual 68 AH/65 AGM Batteries	Included	Included
99T	Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20	\$9,096.00	\$9,995.00
99T34G	34 Gallon Fuel Tank	Included	Included
FULCON	Flow-Through Console	Included	Included
NONGV4	GVWR: 12,000 lb Payload Package	Included	Included
PAINT	Monotone Paint Application	STD	STD
STDRD	Radio: AM/FM Stereo w/MP3 Player	Included	Included
SYNC4	SYNC 4	Included	Included
TDX	Tires: LT275/70Rx18E BSW A/T (4)	\$241.00	\$265.00
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC
X31	3.31 Axle Ratio	Included	Included
Z1_01	Oxford White	NC	NC

## **CONFIGURED FEATURES:**

### Body Exterior Features:

Number Of Doors: 4  
Rear Cargo Door Type: tailgate  
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors with turn signal indicator  
Convex Driver Mirror: convex driver and passenger mirror  
Mirror Type: manual extendable trailer mirrors  
Skid Plates: skid plates  
Door Handles: black  
Front And Rear Bumpers: chrome front and rear bumpers with body-coloured rub strip  
Rear Step Bumper: rear step bumper  
Front Tow Hooks: 2 front tow hooks  
Front License Plate Bracket: front license plate bracket  
Box Style: regular  
Body Material: aluminum body material  
: class V trailering with harness, hitch, brake controller  
Paint Type: decal  
Grille: chrome grille  
Upfitter Switches: upfitter switches

### Convenience Features:

Air Conditioning: manual air conditioning  
Air Filter: air filter  
Console Ducts: console ducts  
Cruise Control: cruise control with steering wheel controls  
Power Windows: power windows with driver and passenger 1-touch down  
Remote Keyless Entry: keyfob (all doors) remote keyless entry  
Illuminated Entry: illuminated entry  
Key Pad: keypad locking  
Integrated Key Remote: integrated key/remote  
Auto Locking: auto-locking doors  
Remote Engine Start: remote start - smart device only (subscription required)  
Steering Wheel: steering wheel with manual tilting, manual telescoping  
Day-Night Rearview Mirror: day-night rearview mirror  
Driver and Passenger Vanity Mirror: driver and passenger-side visor mirrors  
Emergency SOS: SYNC 4 911 Assist emergency communication system  
Front Cupholder: front and rear cupholders  
Floor Console: full floor console with locking box  
Overhead Console: full overhead console with storage  
Glove Box: illuminated locking glove box  
Driver Door Bin: driver and passenger door bins  
Rear Door Bins: rear door bins  
Seatback Storage Pockets: 2 seatback storage pockets  
Dashboard Storage: dashboard storage  
IP Storage: covered bin instrument-panel storage  
Retained Accessory Power: retained accessory power  
Power Accessory Outlet: 4 12V DC power outlets  
AC Power Outlet: 2 120V AC power outlet

### Entertainment Features:

radio: AM/FM stereo with seek-scan  
Voice Activated Radio: voice activated radio  
Speed Sensitive Volume: speed-sensitive volume  
Steering Wheel Radio Controls: steering-wheel mounted audio controls  
Speakers: 7 speakers  
Internet Access: FordPass Connect 5G internet access  
1st Row LCD: 2 1st row LCD monitor  
Wireless Connectivity: wireless phone connectivity  
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off reflector halogen headlamps  
Front Fog Lights: front fog lights  
Cab Clearance Lights: cargo bed light  
Front Wipers: variable intermittent wipers  
Tinted Windows: deep-tinted windows  
Dome Light: dome light with fade  
Front Reading Lights: front and rear reading lights  
Variable IP Lighting: variable instrument panel lighting  
Display Type: digital/analog appearance  
Tachometer: tachometer  
Compass: compass  
Exterior Temp: outside-temperature display  
Low Tire Pressure Warning: tire specific low-tire-pressure warning  
Trip Computer: trip computer  
Trip Odometer: trip odometer  
Forward Collision Alert: forward collision  
Water Temp Gauge: water temp. gauge  
Turbo/Supercharger Boost Gauge: turbo/supercharger boost gauge  
Transmission Oil Temp Gauge: transmission oil temp. gauge  
Engine Hour Meter: engine hour meter  
Clock: in-radio display clock  
Systems Monitor: driver information centre  
Rear Vision Camera: rear vision camera  
Oil Pressure Warning: oil-pressure warning  
Water Temp Warning: water-temp. warning  
Battery Warning: battery warning  
Lights On Warning: lights-on warning  
Key in Ignition Warning: key-in-ignition warning  
Low Fuel Warning: low-fuel warning  
Door Ajar Warning: door-ajar warning  
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS: four-wheel ABS brakes  
Number of ABS Channels: 4 ABS channels  
Brake Assistance: brake assist  
Brake Type: four-wheel disc brakes  
Vented Disc Brakes: front and rear ventilated disc brakes  
Daytime Running Lights: daytime running lights  
Spare Tire Type: full-size spare tire  
Spare Tire Mount: underbody mounted spare tire w/crankdown  
Driver Front Impact Airbag: driver and passenger front-impact airbags  
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags  
Overhead Airbag: Safety Canopy System curtain 1st and 2nd row overhead airbag  
Height Adjustable Seatbelts: height adjustable front seatbelts  
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt  
Side Impact Bars: side-impact bars  
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights  
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks  
Rear Child Safety Locks: rear child safety locks  
Ignition Disable: SecuriLock immobilizer  
Panic Alarm: panic alarm  
Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-rollover  
Traction Control: ABS and driveline traction control  
Front and Rear Headrests: manual adjustable front head restraints  
Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity: max. seating capacity of 5  
Front Bucket Seats: front bucket seats



Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments

Reclining Driver Seat: power reclining driver and manual reclining passenger seats

Driver Lumbar: power 2-way driver and passenger lumbar support

Driver Height Adjustment: power height-adjustable driver and passenger seats

Driver Fore/Aft: power driver and passenger fore/aft adjustment

Driver Cushion Tilt: power driver and passenger cushion tilt

Front Centre Armrest Storage: front centre armrest

Rear Seat Type: rear 60-40 split-bench seat

Rear Folding Position: rear seat fold-up cushion

Leather Upholstery: cloth front and rear seat upholstery

Headliner Material: full cloth headliner

Floor Covering: full vinyl/rubber floor covering

Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert

Shift Knob Trim: urethane shift knob

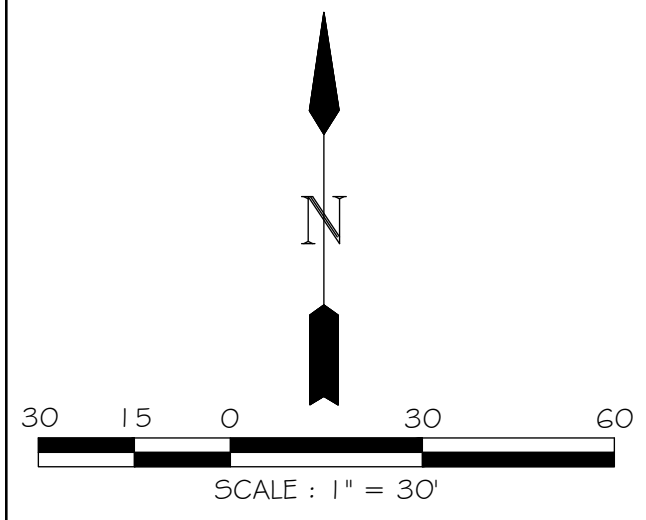
Interior Accents: chrome interior accents

Standard Engine:

Engine 475-hp, 6.7-liter V-8 (diesel)

Standard Transmission:

Transmission 10-speed automatic w/ OD and PowerShift automatic

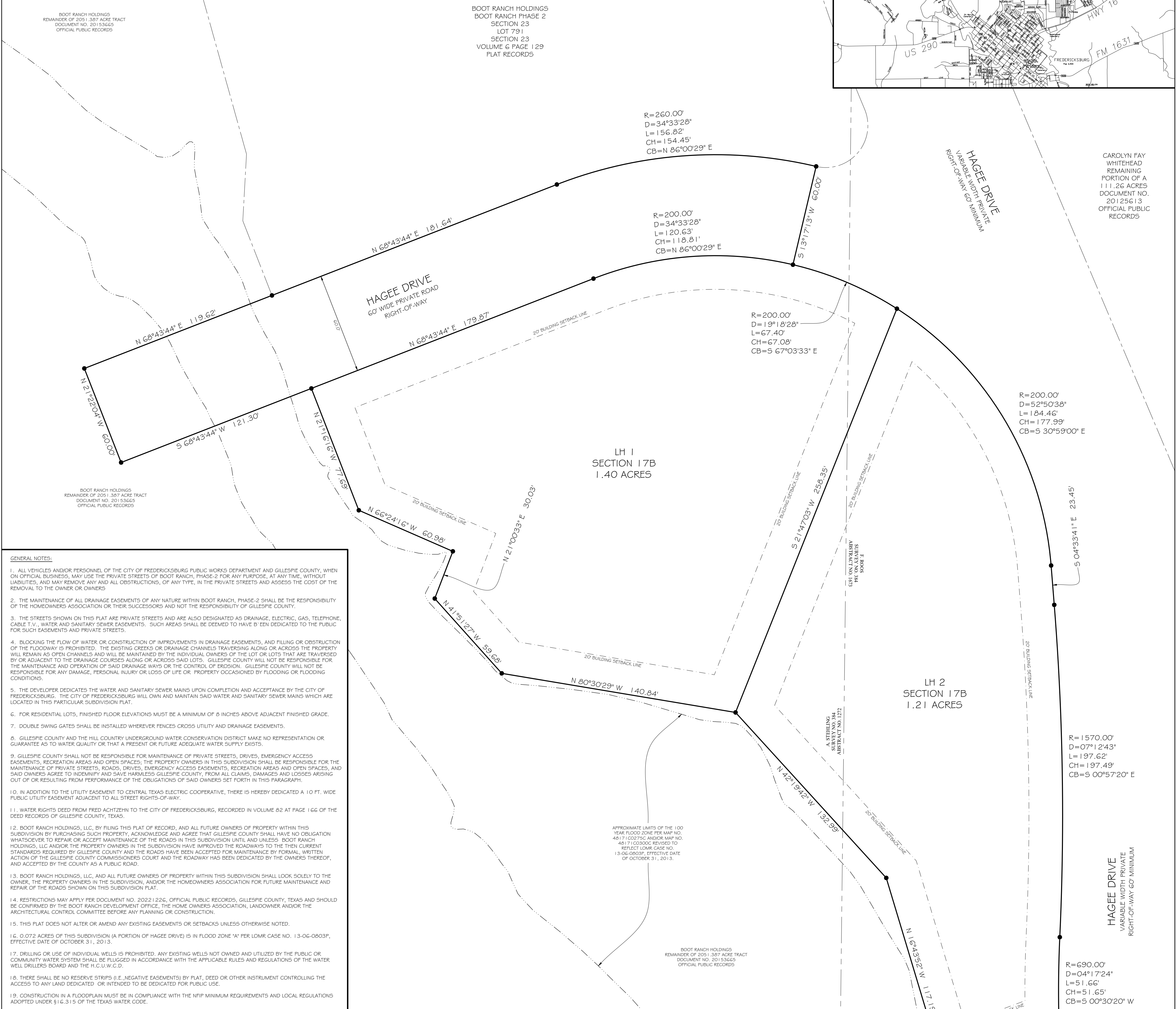
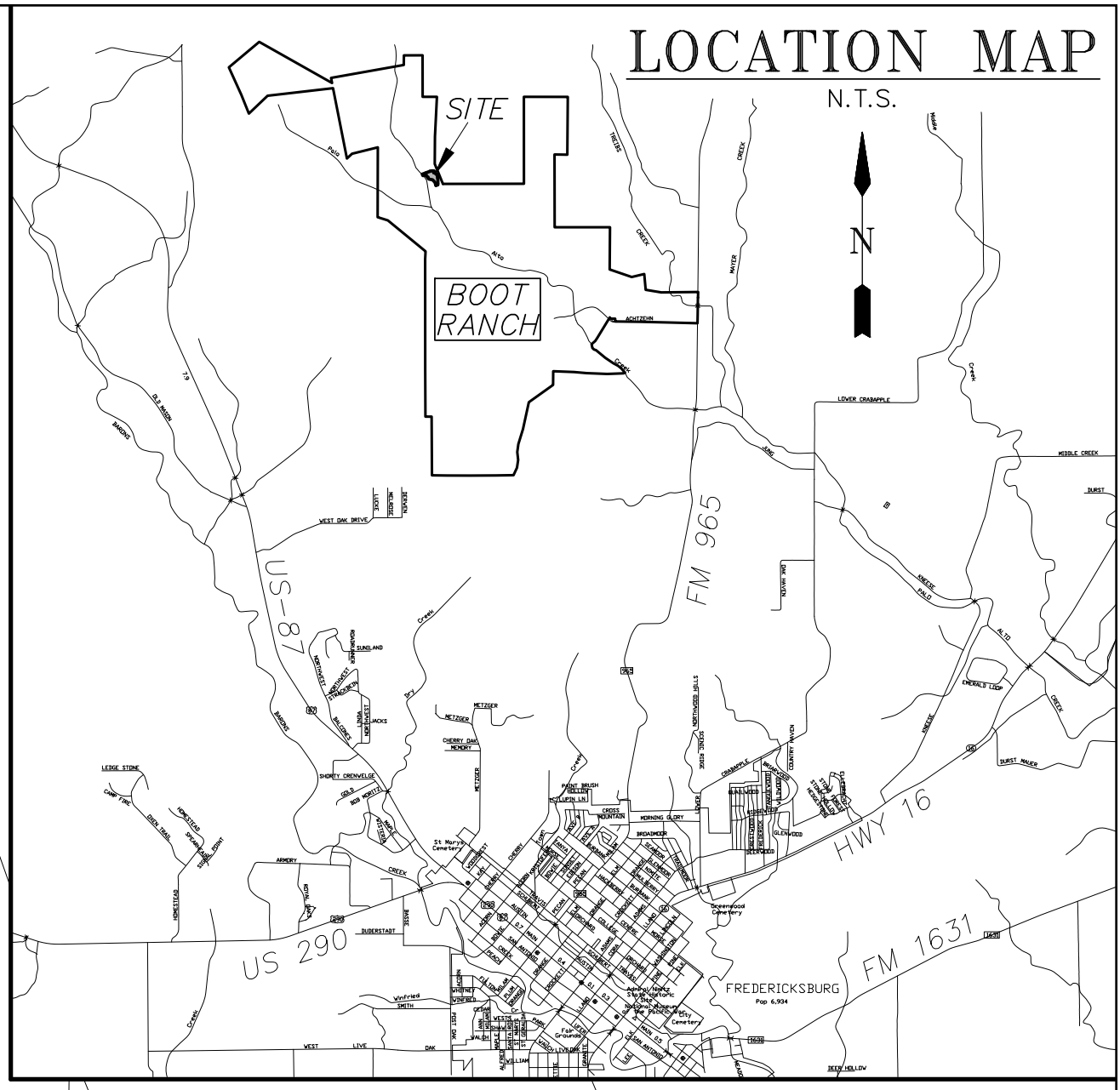


**REVIEWED**  
 Gillespie County Engineering Department:

Approved  X  
 Approved as Noted \_\_\_\_\_  
 Disapproved \_\_\_\_\_  
 Not Reviewed - Incomplete \_\_\_\_\_  
 Not Reviewed - Accepted FIO \_\_\_\_\_

By: *Meli Ekst*  
 Date: 03 / 07 / 2024

Approval by County Engineer does not constitute or imply approval by Commissioner's Court.



- GENERAL NOTES:**
1. ALL VEHICLES AND/OR PERSONNEL OF THE CITY OF FREDERICKSBURG PUBLIC WORKS DEPARTMENT AND GILLESPIE COUNTY, WHEN ON OFFICIAL BUSINESS, MAY USE THE PRIVATE STREETS OF BOOT RANCH, PHASE 2 FOR ANY PURPOSE, AT ANY TIME, WITHOUT LIABILITY, AND MAY REMOVE ANY AND ALL OBSTRUCTIONS, OF ANY TYPE, IN THE PRIVATE STREETS AND ASSESS THE COST OF THE REMOVAL TO THE OWNER OR OWNERS.
  2. THE MAINTENANCE OF ALL DRAINAGE EASEMENTS OF ANY NATURE WITHIN BOOT RANCH, PHASE 2 SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION OR THEIR SUCCESSORS AND NOT THE RESPONSIBILITY OF GILLESPIE COUNTY.
  3. THE STREETS SHOWN ON THIS PLAT ARE PRIVATE STREETS AND ARE ALSO DESIGNATED AS DRAINAGE, ELECTRIC, GAS, TELEPHONE, CABLE T.V., WATER AND SANITARY SEWER EASEMENTS. SUCH AREAS SHALL BE DEEMED TO HAVE BEEN DEDICATED TO THE PUBLIC FOR SUCH EASEMENTS AND PRIVATE STREETS.
  4. BLOCKING THE FLOW OF WATER OR CONSTRUCTION OF IMPROVEMENTS IN DRAINAGE EASEMENTS, AND FILLING OR OBSTRUCTION OF THE FLOODWAY IS PROHIBITED. THE EXISTING CREEKS OR DRAINAGE CHANNELS TRAVELING ALONG OR ACROSS THE PROPERTY WILL REMAIN AS 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 FLOODING. GILLESPIE COUNTY WILL NOT BE RESPONSIBLE FOR ANY DAMAGE, PERSONAL INJURY OR LOSS OF LIFE OR PROPERTY OCCASIONED BY FLOODING OR FLOODING CONDITIONS.
  5. THE DEVELOPER DEDICATES THE WATER AND SANITARY SEWER MAINS UPON COMPLETION AND ACCEPTANCE BY THE CITY OF FREDERICKSBURG. THE CITY OF FREDERICKSBURG WILL OWN AND MAINTAIN SAID WATER AND SANITARY SEWER MAINS WHICH ARE LOCATED IN THIS PARTICULAR SUBDIVISION PLAT.
  6. FOR RESIDENTIAL LOTS, FINISHED FLOOR ELEVATIONS MUST BE A MINIMUM OF 8 INCHES ABOVE ADJACENT FINISHED GRADE.
  7. DOUBLE SWING GATES SHALL BE INSTALLED WHEREVER FENCES CROSS UTILITY AND DRAINAGE EASEMENTS.
  8. GILLESPIE COUNTY AND THE HILL COUNTRY UNDERGROUND WATER CONSERVATION DISTRICT MAKE NO REPRESENTATION OR GUARANTEE AS TO WATER QUALITY OR THAT A PRESENT OR FUTURE ADEQUATE WATER SUPPLY EXISTS.
  9. GILLESPIE COUNTY SHALL NOT BE RESPONSIBLE FOR MAINTENANCE OF PRIVATE STREETS, DRIVES, EMERGENCY ACCESS EASEMENTS, RECREATION AREAS AND OPEN SPACES; THE PROPERTY OWNERS IN THIS SUBDIVISION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF PRIVATE STREETS, ROADS, DRIVES, EMERGENCY ACCESS EASEMENTS, RECREATION AREAS AND OPEN SPACES, AND SAID OWNERS AGREE TO INDEMNIFY AND SAVE HARMLESS GILLESPIE COUNTY, FROM ALL CLAIMS, DAMAGES AND LOSSES ARISING OUT OF OR RESULTING FROM PERFORMANCE OF THE OBLIGATIONS OF SAID OWNERS SET FORTH IN THIS PARAGRAPH.
  10. IN ADDITION TO THE UTILITY EASEMENT TO CENTRAL TEXAS ELECTRIC COOPERATIVE, THERE IS HEREBY DEDICATED A 10 FT. WIDE PUBLIC UTILITY EASEMENT ADJACENT TO ALL STREET RIGHTS-OF-WAY.
  11. WATER RIGHTS DEED FROM FRED ACHTZEHN TO THE CITY OF FREDERICKSBURG, RECORDED IN VOLUME 82 AT PAGE 166 OF THE DEED RECORDS OF GILLESPIE COUNTY, TEXAS.
  12. BOOT RANCH HOLDINGS, LLC, BY FILING THIS PLAT OF RECORD, AND ALL FUTURE OWNERS OF PROPERTY WITHIN THIS SUBDIVISION BY PURCHASING SUCH PROPERTY, ACKNOWLEDGE AND AGREE THAT GILLESPIE COUNTY SHALL HAVE NO OBLIGATION WHATSOEVER TO REPAIR OR ACCEPT MAINTENANCE OF THE ROADS IN THIS SUBDIVISION UNTIL AND UNLESS BOOT RANCH HOLDINGS, LLC AND/OR THE PROPERTY OWNERS IN THE SUBDIVISION HAVE IMPROVED THE ROADWAYS TO THE THEN CURRENT STANDARDS REQUIRED BY GILLESPIE COUNTY AND THE ROADS HAVE BEEN ACCEPTED FOR MAINTENANCE BY FORMAL, WRITTEN ACTION OF THE GILLESPIE COUNTY COMMISSIONERS COURT AND THE ROADWAY HAS BEEN DEDICATED BY THE OWNERS THEREOF, AND ACCEPTED BY THE COUNTY AS A PUBLIC ROAD.
  13. BOOT RANCH HOLDINGS, LLC, AND ALL FUTURE OWNERS OF PROPERTY WITHIN THIS SUBDIVISION SHALL LOOK SOLELY TO THE OWNER, THE PROPERTY OWNERS IN THE SUBDIVISION, AND/OR THE HOMEOWNERS ASSOCIATION FOR FUTURE MAINTENANCE AND REPAIR OF THE ROADS SHOWN ON THIS SUBDIVISION PLAT.
  14. RESTRICTIONS MAY APPLY PER DOCUMENT NO. 20221226, OFFICIAL PUBLIC RECORDS, GILLESPIE COUNTY, TEXAS AND SHOULD BE CONFIRMED BY THE BOOT RANCH DEVELOPMENT OFFICE, THE HOME OWNERS ASSOCIATION, LANDOWNER AND/OR THE ARCHITECTURAL CONTROL COMMITTEE BEFORE ANY PLANNING OR CONSTRUCTION.
  15. THIS PLAT DOES NOT ALTER OR AMEND ANY EXISTING EASEMENTS OR SETBACKS UNLESS OTHERWISE NOTED.
  16. 0.072 ACRES OF THIS SUBDIVISION (A PORTION OF HAGEE DRIVE) IS IN FLOOD ZONE "A" PER LOMR CASE NO. 13-06-0803P, EFFECTIVE DATE OF OCTOBER 31, 2013.
  17. DRILLING OR USE OF INDIVIDUAL WELLS IS PROHIBITED. ANY EXISTING WELLS NOT OWNED AND UTILIZED BY THE PUBLIC OR COMMUNITY WATER SYSTEM SHALL BE PLUGGED IN ACCORDANCE WITH THE APPLICABLE RULES AND REGULATIONS OF THE WATER WELL DRILLERS BOARD AND THE H.C.U.W.C.D.
  18. 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.
  19. CONSTRUCTION IN A FLOODPLAIN MUST BE IN COMPLIANCE WITH THE NFIP MINIMUM REQUIREMENTS AND LOCAL REGULATIONS ADOPTED UNDER § 16.315 OF THE TEXAS WATER CODE.

STATE OF: \_\_\_\_\_  
 COUNTY OF: \_\_\_\_\_

THE OWNER OF THE LAND IDENTIFIED BY LOT NUMBERS RECORDED IN THE VOLUME AND PAGE NUMBERS SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED HERETO AND IN PERSON OR THROUGH A DULY AUTHORIZED AGENT ACKNOWLEDGE THAT THIS PLAT WAS MADE FROM ACTUAL SURVEYS ON THE GROUND AND DEDICATES TO THE USE OF THE PUBLIC FOREVER ALL PUBLIC UTILITY EASEMENTS SHOWN FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND DEDICATES THE ROADWAYS SHOWN HEREON SERVING LOTS IN BOOT RANCH SUBDIVISION AS PRIVATE ROADS.

BOOT RANCH HOLDINGS, LLC  
 A DELAWARE LIMITED LIABILITY COMPANY

MARK R. ENDERLE  
 AUTHORIZED SIGNATORY

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MARK R. ENDERLE, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED. GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2024.

NOTARY PUBLIC  
 STATE OF TEXAS

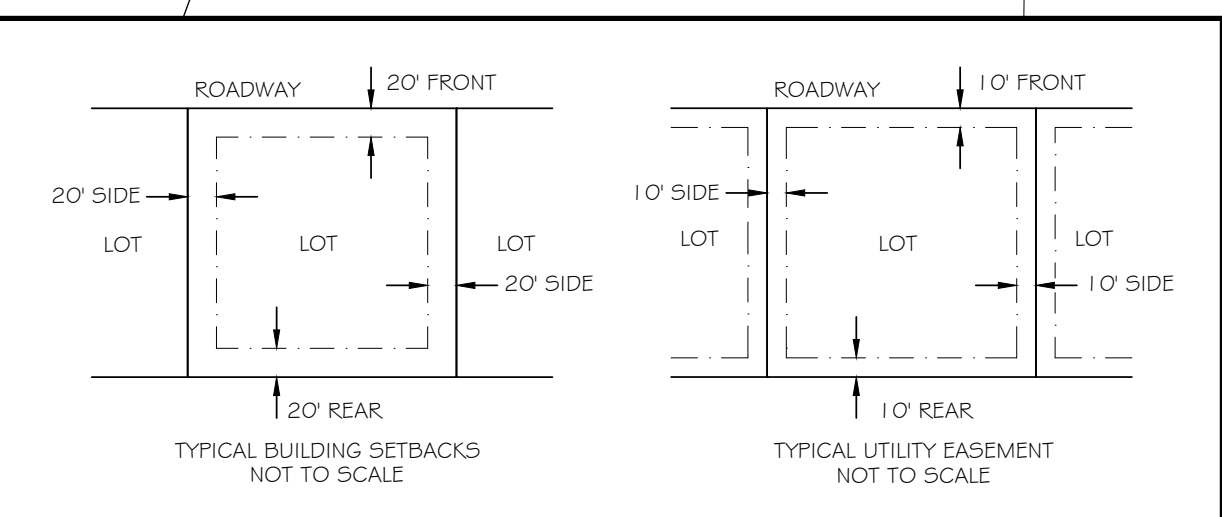
THIS PLAT, AFTER HAVING BEEN DULY PRESENTED TO THE COMMISSIONERS COURT OF GILLESPIE COUNTY, TEXAS, AND BY SAID COURT DULY CONSIDERED AND FOUND TO COMPLY WITH THE STATUTES AND LAWS OF THE STATE OF TEXAS, AND WAS APPROVED FOR FILING IN THE PLAT RECORDS OF GILLESPIE COUNTY, TEXAS. TO CERTIFY WITH THE UNDERSIGNED, AS COUNTY JUDGE OF GILLESPIE COUNTY, TEXAS, HEREBY AFFIXES HIS HAND, ATTESTED BY THE SEAL OF THE COUNTY CLERK OF GILLESPIE COUNTY, TEXAS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024, A.D.

**LEGEND**

- SET 1/2" IRON ROD WITH AN ORANGE "PFEIFFER SURVEY" PLASTIC CAP
- APPROXIMATE ORIGINAL SURVEY LINE
- APPROXIMATE ADJOINING DEED LINE
- - - APPROXIMATE FLOOD ZONE LIMITS
- BOUNDARY LINE

**SURVEY NOTES:**

- 1) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT, THEREFORE ALL SETBACKS, EASEMENTS AND ENCUMBRANCES MAY NOT BE SHOWN HEREON.
- 2) ADJOINING PROPERTY INFORMATION SHOWN HEREON IS FOR INFORMATIONAL PURPOSES ONLY.
- 3) BASIS OF BEARING: TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, 4203, NAD 83.
- 4) ALL BUILDING SETBACK LINES, RECORDED EASEMENTS, UNRECORDED EASEMENTS, PLAT RESTRICTIONS, DEED RESTRICTIONS AND ZONING ORDINANCES, IF ANY, SHOULD BE CONFIRMED BY THE BOOT RANCH DEVELOPMENT OFFICE, THE HOME OWNERS ASSOCIATION, LANDOWNER AND/OR THE ARCHITECTURAL CONTROL COMMITTEE BEFORE ANY PLANNING OR CONSTRUCTION.
- 5) THIS PLAT DOES NOT ALTER OR AMEND ANY EXISTING EASEMENTS OR SETBACKS UNLESS OTHERWISE NOTED.
- 6) ALL CORNERS ARE MONUMENTED WITH A 1/2" IRON ROD WITH AN ORANGE "PFEIFFER SURVEY" PLASTIC CAP WHERE FEASIBLE OR OTHERWISE NOTED.
- 7) ORIGINAL SURVEY LINES SHOWN HEREON ARE APPROXIMATE AND NO ATTEMPT WAS MADE TO RETRACE SAID LINES IN THE FIELD.



BY: DANIEL JONES  
 COUNTY JUDGE, GILLESPIE COUNTY, TEXAS

BY: LINDSEY BROWN  
 COUNTY CLERK, GILLESPIE COUNTY, TEXAS

VARIANCES REQUESTED:

1. NONE

**RIGHT-OF-WAY EASEMENT/UTILITY EASEMENT**

GRANTED UNTO CENTRAL TEXAS ELECTRIC COOPERATIVE, INC., A TEXAS CORPORATION, WHOSE POST OFFICE ADDRESS IS FREDERICKSBURG, TEXAS, AND ITS SUCCESSORS OR ASSIGNS, AN EASEMENT, AS FOLLOWS:

GRANTORS HEREBY DEDICATE PERPETUAL EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES AND ALL NECESSARY APPURTENANCES HERETO, WHETHER INSTALLED IN THE AIR, UPON THE SURFACE OR UNDERGROUND, ALONG AND WITHIN TEN (10) FEET OF THE REAR, FRONT AND SIDE LINES OF ALL LOTS AND/OR TRACTS AND IN THE STREETS, ALLEYS, BOULEVARDS, LANES, AND ROADS OF THE SUBDIVISION, AND TEN (10) FEET ALONG THE OTHER BOUNDARIES OF ALL STREETS, BOULEVARDS, LANES, AND ROADS, WHERE PROPERTY LINES OF INDIVIDUAL LOTS AND/OR TRACTS ARE DEDICATED TO THE CENTER LINE OF SAID AVENUES AND TWENTY (20) FEET ALONG THE ENTIRE PERIMETER OF SAID SUBDIVISION AND WITH THE AUTHORITY TO PLACE, CONSTRUCT, OPERATE, MAINTAIN, RELOCATE AND REPLACE THEREON AN ELECTRIC DISTRIBUTION LINE OR SYSTEM. THE EASEMENT RIGHTS HEREIN GRANTED INCLUDE THE PRIVILEGE OF ANCHORING ANY SUPPORT CABLES OR OTHER DEVICES OUTSIDE SAID EASEMENT AND THE RIGHT TO INSTALL WIRES AND/OR CABLES OVER SOME PORTIONS OF SAID LOTS AND/OR TRACTS NOT WITHIN SAID EASEMENT SO LONG AS SUCH ITEMS DO NOT PREVENT THE CONSTRUCTION OF BUILDINGS ON ANY OF THE LOTS AND/OR TRACTS OF THIS SUBDIVISION. NOTHING SHALL BE PLACED OR PERMITTED TO REMAIN WITHIN THE EASEMENT AREAS WHICH MAY DAMAGE OR INTERFERE WITH INSTALLATION AND MAINTENANCE OF UTILITIES. THE EASEMENT AREAS OF EACH LOT AND/OR TRACTS AND ALL IMPROVEMENTS WITHIN IT SHALL BE MAINTAINED BY THE OWNER OF THE LOT EXCEPT FOR THOSE IMPROVEMENTS FOR WHICH AN AUTHORITY OR UTILITY COMPANY IS RESPONSIBLE. UTILITY COMPANIES OR THEIR EMPLOYEES SHALL HAVE ALL THE RIGHTS AND BENEFITS NECESSARY AND CONVENIENT FOR THE FULL ENJOYMENT OF THE RIGHTS HEREIN GRANTED, INCLUDING BUT NOT LIMITED TO THE FREE RIGHT TO INGRESS TO, AND EGRESS FROM SAID RIGHT-OF-WAY AND EASEMENTS, AND THE RIGHT FROM TIME TO TIME TO CUT AND TRIM TREES, UNDERGROWTH AND OTHER OBSTRUCTIONS THAT MAY INJURE, ENDANGER OR INTERFERE WITH THE OPERATION OF SAID UTILITY INSTALLATIONS. THE DEVELOPER AND/OR LANDOWNER SHALL BE RESPONSIBLE FOR REMOVAL OF ANY OR ALL LIMBS, DEBRIS, BRANCHES OR BRUSH THAT MUST BE CUT IN ORDER TO CLEAR THE RIGHT-OF-WAY FOR NEW CONSTRUCTION OR MAINTENANCE OF ANY LINES CONSTRUCTED ON THE PROPERTY.

ENGINEER  
 TRC ENGINEERS, INC.  
 700 HIGHLANDER BLVD.  
 SUITE 210 ARLINGTON, TX 76015  
 PHONE: 817-522-1000

OWNER/DEVELOPER  
 BOOT RANCH HOLDINGS LLC 77  
 BOOT RANCH CIRCLE  
 FREDERICKSBURG, TX 78624  
 PHONE: 830-990-7624

SURVEYOR  
 PFEIFFER LAND SURVEYING  
 918 ADLER STREET BOERNE, TX  
 78006 PHONE: 830-249-3385

West Rexrode - Pfeiffer Land Surveying  
 Registered Professional Land Surveyor No. 6001  
 Boerne, Texas 78006 Ph. 830-249-3385

**PFEIFFER LAND SURVEYING**  
 918 ADLER STREET  
 BOERNE, TX 78006  
 830-249-3385  
 FIRM NO. 10193761

DATE: FEBRUARY 23, 2024

STATE OF TEXAS  
 COUNTY OF GILLESPIE

I, LINDSEY BROWN, COUNTY CLERK OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE, ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 2024, AT \_\_\_\_\_, IN THE RECORDS OF DEEDS AND PLATS OF SAID COUNTY, IN BOOK VOLUME \_\_\_\_\_, ON PAGES \_\_\_\_\_, IN TESTIMONY WHEREOF, WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 2024.

LINDSEY BROWN  
 COUNTY CLERK, GILLESPIE COUNTY, TEXAS

BOOT RANCH HOLDINGS  
 BOOT RANCH PHASE 2  
 SECTION 17A  
 LOT 75A  
 VOLUME 6 PAGE 130  
 PLAT RECORDS



**BOOT RANCH SUBDIVISION  
 PHASE 2  
 SECTION 17B**

A SUBDIVISION OF GILLESPIE COUNTY CONTAINING 3.21 ACRES OF LAND OUT OF THE F. ROOS SURVEY NO. 384, ABSTRACT NO. 1673 AND THE A. STEHLING SURVEY NO. 384, ABSTRACT NO. 1272, GILLESPIE COUNTY, TEXAS, SAID 3.21 ACRE TRACT ALSO BEING A PORTION OF THAT CERTAIN 2051.387 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 20153665, OFFICIAL PUBLIC RECORDS, GILLESPIE COUNTY, TEXAS.

FEBRUARY 2024

SHEET 1 OF 1

## RETAINER AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between Gillespie County, Texas, hereinafter referred to as "Client", and Allison, Bass & Magee, L.L.P. hereinafter referred to as "Attorneys".

### Recitals

The Client is a political subdivision of the State of Texas. The Attorneys are duly licensed to practice law in the State of Texas and desire to render their professional services for the Client as provided herein.

The Commissioners Court of Gillespie County, Texas, acting in its judicial and executive capacity, finds that the public interest requires the retention of legal counsel to represent the County in the referenced matters.

THEREFORE, the Client hereby engages the services of the Attorneys, and in consideration of the mutual promises herein contained, the parties agree as follows:

### Services of Attorney

1. The Attorneys will advise and represent the Client in legal matters as requested by the Client, by and through a majority vote of the Commissioners Court, pertaining to the legal issues regarding Solid Waste Ordinances and on such legal matters as may be assigned by the Commissioners Court. Services will also include drafting and reviewing of documents, briefing, and any negotiations, legal proceedings or trials/appeals that may be required for resolution of this matter.

2. This Retainer Agreement shall serve as the basis for understanding regarding fees and costs to be charged to the Client, but the subject matter for legal services may only be authorized by an Order of the Commissioners Court.

3. Fees will include any and all necessary research, drafting and reviewing of documents, briefing, and any negotiations required for the proper disposition of any and all matters entrusted to the Attorneys pursuant to this retainer agreement.

#### Compensation

4. For the services described in Paragraph 1, the Client agrees to pay the Attorneys the sum of \$300.00 per hour for services rendered by partners of the firm and \$275.00 for services rendered by associates of the firm. The client will be billed at the rate of \$150.00 per hour for services rendered by any paralegal of the firm. A travel time fee of \$150.00 per hour will be charged for all time actually in transit, in lieu of any hourly charge normally attributed to the timekeeper. Billing rates are subject to change with advance notice to Client. The Client will also be billed for all direct out-of-pocket expenses including travel expenses, telephone, photocopy, facsimile costs, reports, studies, and exhibits incurred by Attorneys in the investigation of this matter. The Attorneys will provide Client with an itemized billing stating services rendered.

#### Devotion of Time

5. The Attorneys shall make themselves available for consultation with the Client at reasonable times, at the request of the Client.

#### Term

6. This agreement shall be effective on the execution hereof by Client and shall continue in effect until the matter has been finally resolved or upon 30 days written notice by either party. The Client shall send notice to the Attorneys' office at 1301 Nueces Street, Suite 201, Austin, Texas 78701, and the Attorneys shall send notice to the Client care of the County Judge, 101 West Main St. Mail Unit 9 Room 101, Fredericksburg, TX 78624-3700.

#### Prior Agreements Superseded

7. This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

EXECUTED on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

CLIENT  
GILLESPIE COUNTY, TEXAS

ATTORNEYS  
ALLISON, BASS & MAGEE, L.L.P.

By: \_\_\_\_\_  
Judge Daniel Jones

By:   
Partner

County Identification Number assigned to the contract as required by the Ethics Commission:  
\_\_\_\_\_

# Gillespie County, Texas

## Investment Policy

**As Approved by  
Commissioners Court**

**Monday, January 13, 2020**

**This Investment Policy (the "Policy") was prepared by the Investment Advisory Committee of Gillespie County, Texas (the "County") pursuant to Local Government Code 116.112 and Chapter 2256 of the Texas Government Code as may be amended from time to time.**



**Upon presentation during the regular Commissioners Court meeting, Monday, January 13, 2020, the Court approved the Policy, as presented, to be effective January 13, 2020.**

**This Policy shall replace any previous investment policy(s).**



# Gillespie County, Texas

## Investment Policy

### SECTION 1

### INVESTMENT AUTHORITY AND SCOPE OF POLICY

#### **Section 1.01 General Statement**

This *Policy* serves to satisfy the statutory requirements of Local Government Code 116.112 and Texas Government Code Chapter 2256, Public Funds Investment (PFIA) to define and adopt a formal investment policy.

This *Policy* will be reviewed and adopted by Commissioners Court resolution at least annually according to PFIA Sec. 2256.005(e).

#### **Section 1.02 Funds Included**

This *Policy* applies to all financial assets of all funds of the County, at the present time and any funds to be created in the future and any other funds held in custody by the County Treasurer, unless expressly prohibited by law or unless it is in contravention of any depository contract between the County and any depository bank.

This *Policy* also applies to funds held by Elected Officials of Gillespie County.

#### **Section 1.03 County Investment Officer**

In accordance with PFIA Sec. 116.112(a), Local Government Code and/or Chapter 2256, PFIA Sec. 2256.005(f) and (g), the County Investment Officer, under the direction of the Commissioners Court, may invest County funds that are not immediately required to pay obligations of the County. The Commissioners Court shall designate by resolution an Investment Officer.

If the Investment Officer has a personal business relationship with an entity ... or is related within the second degree by affinity or consanguinity to an individual ... seeking to sell an investment to the County, the investment officer must file a statement disclosing that personal business interest ... or relationship ... with the Texas Ethics Commission and the Commissioners Court in accordance with Government Code 2256.005(i).



## **SECTION 2**                    **INVESTMENT OBJECTIVES**

### **Section 2.01    General Statement**

Funds of the County will be invested in accordance with federal and state laws, this investment policy and written administrative procedures. The County will invest according to investment strategies for each fund or group of funds as they are adopted by Commissioners Court resolution in accordance with PFIA Sec. 2256.005(d).

### **Section 2.02    Safety and Maintenance of Adequate Liquidity**

The County is concerned about the return of its principal; therefore, suitability, preservation and safety of principal, liquidity, marketability, diversification, and yield (in that order) are the primary investment strategies for any investment transaction.

The County's investment portfolio must be structured in conformance with an asset/liability management plan, which provides for liquidity necessary to pay obligations as they become due.

### **Section 2.03    Diversification**

It is the policy of the County to diversify its portfolio to minimize the risk of loss resulting from over concentration of assets in a specific maturity, a specific issuer, or a specific class of investments. Investments of the County shall always be selected that provide for stability of income and reasonable liquidity.

### **Section 2.04    Yield**

It is the objective of the County to earn the maximum rate of return allowed on its investments within the policies imposed by its safety and liquidity objectives, and diversification of investment strategies for each fund or group of funds, and state and federal law governing investment of public funds.

### **Section 2.05    Maturity**

Portfolio maturities will be structured to meet the obligations of the County first and then to achieve the highest return of interest. When the County has funds that will not be needed to meet current obligations, maturity restraints will be imposed based upon the investment strategy for each fund or group of funds.

The maximum allowable stated maturity of any individual investment owned by the County is twenty-four (24) months. The County Investment Officer, with acceptance of another member of the Investment Committee may invest beyond a stated maturity of twelve (12) months, but not to exceed twenty (24) months. Prior approval of Commissioners Court, upon recommendation of the Investment Committee, must be received before investing beyond a stated maturity of twenty-four (24) months.

### **Section 2.06    Quality and Capability of Investment Management**

It is the County's policy to provide training required by the PFIA Sec. 2256.008 and periodic training in investments for the County Investment Officer through courses and seminars offered by professional organizations and associations in order to insure the quality, capability, and currency of the County Investment Officer in making investment decisions. The County Investment Officer shall make known to the Commissioners Court successful completion of these courses.

### **Section 2.07    Investment Strategies**





In accordance with the PFIA Sec. 2256.005(d), a separate written investment strategy will be developed for each of the funds or group of funds under the County's control. Each investment strategy must describe the investment objectives for the particular fund or group of funds using the following priorities of importance:

- understanding of the suitability of the investment to the financial requirements of the entity;
- preservation and safety of principal;
- liquidity;
- marketability of the investment if the need arises to liquidate the investment before maturity;
- diversification of the investment portfolio; and
- yield.

In accordance with the PFIA Sec. 2256.005(e), investment strategies for all funds or group of funds will be reviewed and adopted by resolution at least annually.

### **Section 2.08 Monitoring Rating Changes**

In accordance with PFIA Sec. 2256.005(b)(4)(F), the Investment Officer and/or Investment Committee will monitor any rating changes in investments acquired with public funds and the liquidation of such investments consistent with the provisions of PFIA Sec 2256.021. Sources utilized to monitor rating changes may include but are not limited to ... the County Depository, internet resources, investment brokers.



## **SECTION 3**                      **INVESTMENT TYPES**

### **Section 3.01    Authorized Investments**

The County Investment Officer shall use any or all of the following authorized investment instruments consistent with governing law ... as described in the Government Code 2256, cited as the Public Funds Investment Act (PFIA).

- A. Obligations of, or guaranteed by governmental entities, PFIA Sec. 2256.009 ... except as provided by Subsection (b):
  - 1) obligations, including letters of credit, of the United States or its agencies and instrumentalities;
  - 2) direct obligations of this state or its agencies and instrumentalities;
  - 3) collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States;
  - 4) other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, this state or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States;
  - 5) obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent.
  
- B. Certificates of deposit and share certificates, PFIA Sec. 2256.010... if issued by a depository institution that has its main office or a branch office in this state and is:
  - 1) guaranteed or insured by the Federal Deposit Insurance Corporation or its successor or the National Credit Union Share Insurance Fund or its successor;
  - 2) secured by obligations that are described by PFIA Sec. 2256.009(a), including mortgage backed securities directly issued by a federal agency or instrumentality that have a market value of not less than the principal amount of the certificates, but excluding those mortgage backed securities of the nature described by PFIA Sec. 2256.009(b); or
  - 3) secured in any other manner and amount provided by law for deposits of the County.
  
- C. Commercial Paper, PFIA Sec. 2256.013 ... to be utilized with caution ... if the commercial paper ...
  - 1) has a stated maturity of 270 days or fewer from the date of its issuance; and
  - 2) is rated not less than A-1 or P-1 or an equivalent rating by at least:
    - a) two nationally recognized credit rating agencies; or
    - b) one nationally recognized credit rating agency and is fully secured by an irrevocable letter of credit issued by a bank organized and existing under the laws of the United States or any state.



D. Mutual Funds and Money Market Mutual Funds, Sec. 2256.014 ...  
with limitations described below:

A no-load money market mutual fund, PFIA Sec. 2256.014(a) and (c) ... is authorized if it:

- 1) is registered with and regulated by the Securities and Exchange Commission;
- 2) provides the investment officer a prospectus and other information required by the Securities Exchange Act of 1934 (15 U.S.C. Section 78a et seq.) or the Investment Company Act of 1940 (15 U.S.C. Section 80a-1 et seq.);
- 3) has a dollar-weighted average stated maturity of 90 days or fewer;
- 4) includes in its investment objectives the maintenance of a stable net asset value of \$1 for each share.; and
- 5) investing entity may not own more than 10% of the fund's total assets.

A mutual fund, PFIA Sec. 2256.014(b) and (c) ... is authorized if it:

- 1) is registered with the Securities and Exchange Commission;
- 2) has an average weighted maturity of less than two years;
- 3) is invested exclusively in obligations approved by the Public Funds Investment Act;
- 4) is continuously rated as to investment quality by at least one nationally recognized investment rating firm of not less than AAA or its equivalent; and
- 5) conforms to the requirements set forth in PFIA Sec. 2256.016(b) and (c) relating to the eligibility of investment pools to receive and invest funds of investing entities.

The County may not:

- 1) invest in the aggregate more than 15 percent of its monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service, in mutual funds described in PFIA Sec. 2256.014(b);
- 2) invest any portion of bond proceeds, reserves, and funds held for debt service, in mutual funds described in PFIA Sec. 2256.014(b); or
- 3) invest its funds or funds under its control, including bond proceeds and reserves and other funds held for debt service, in any one mutual fund described in PFIA Sec. 2256.014(a) or (b) in an amount that exceeds 10 percent of the total assets of the mutual fund.

E. Eligible Investment Pools, PFIA Sec. 2256.016 ...

The County may invest in an eligible investment pool if the Commissioners Court by resolution authorize investments in the particular pool.

An eligible investment pool shall adhere to PFIA Sec. 2256.016 as may be amended from time to time.

**Section 3.02 Prohibited Investments**

The County Investment Officer has no authority to use any investment instruments that are not approved in this *Policy*.

The County shall not be required to liquidate investments that were authorized investments at the time of purchase.



## **SECTION 4**

## **INVESTMENT RESPONSIBILITY AND CONTROL**

### **Section 4.01 Investment Institutions Defined**

The County Investment Officer shall invest County funds with any or all of the following institutions or groups consistent with federal and state law and the current Depository Bank contract:

- County's depository bank;
- other depository institution that has its main office or a branch office in this state;
- public funds investment pools as approved by Commissioners Court; or
- government securities brokers and dealers as approved by Commissioners Court.

### **Section 4.02 Qualifications for Approval of Broker/Dealers**

In accordance with PFIA Sec. 2256.005(k), a written copy of the *Policy* shall be presented to any person offering to engage in an investment transaction with the County. The qualified representative of the business organization offering to engage in an investment transaction with the County shall execute a written instrument substantially to the effect that the business organization has:

- received and reviewed the *Policy* of the County; and
- acknowledged that the business organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the County and the organization that are not authorized by the County's *Policy*, except to the extent that this authorization is dependent on an analysis of the makeup of the County's entire portfolio or requires interpretation of subjective investment standards.

The County Investment Officer may not buy securities from a person who has not delivered to the County an instrument of substantially the form provided above according to PFIA Sec. 2256.005(l).

Pursuant to PFIA Sec. 2256.025, the County must approve broker/dealers before doing business with them.

### **Section 4.03 Investment Advisory Committee**

Members of the Investment Advisory Committee are the County Investment Officer, the County Auditor, and at least one but no more than two members of the Commissioners Court. Committee meetings will be called as needed.

### **Section 4.04 Policy Review by Investment Advisory Committee**

The Committee shall review investment policies and procedures, investment strategies, and investment performances, at least annually. The Committee shall report its recommendations to the Commissioners Court for the Court's review and acceptance.

### **Section 4.05 Liability of County Treasurer as County Investment Officer**

Reference Texas Local Government Code PFIA Sec. 113.005(a) ... the County Treasurer is not responsible for any loss of the county funds through the failure or negligence of a depository. This subsection does not release the treasurer from responsibility for a loss resulting from the official misconduct or negligence of the treasurer, including a misappropriation of the funds, or from responsibility for funds until a depository is selected and the funds are deposited.



#### **Section 4.06 Delivery vs. Payment**

In accordance with PFIA Sec. 2256.005(b)(4)(E), it is the policy of the County that a requirement for settlement of all transactions, except investment pool funds and mutual funds, will be on a delivery versus payment basis.

#### **Section 4.07 Audit Control**

The County Investment Officer will establish liaison with the County Auditor in preparing investment forms to assist the auditor's office for accounting and auditing control. The County Investment Officer is subject to audit by the County Auditor. In addition, the Commissioners Court, at a minimum, will have an annual financial audit of all County funds by an independent auditing firm, as well as an annual compliance audit of management controls on investments and adherence to the County's established investment policies ... PFIA Sec. 2256.005(m).

#### **Section 4.08 Standard of Care**

In accordance with PFIA Sec. 2256.006, investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital, and the probable income to be derived. Investment of funds shall be governed by the following investment objectives, in order of priority: preservation and safety of principal; liquidity; and yield.

In determining whether the County Investment Officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration:

- the investment of all funds, or funds under the County's control, over which the County Investment Officer had responsibility rather than a consideration as to the prudence of a single investment; and
- whether the investment decision was consistent with the *Policy* of the County.

## **SECTION 5**

## **INVESTMENT REPORTING AND PERFORMANCE EVALUATION**

### **Section 5.01 Quarterly Report**

In accordance with PFIA Sec. 2256.023, quarterly, the County Investment Officer shall prepare and submit to the Commissioners Court a written report of investment transactions for all funds for the preceding reporting period within a reasonable time after the end of the period. An independent auditor, who will report findings to the Commissioners Court, shall formally review the report annually if the County invests in securities other than money market mutual funds, investment pools, or accounts offered by the depository bank.

The report must:

- describe in detail the investment position of the County on the date of the report;
- contain a summary statement of each pooled fund group that states the:
  - beginning market value for the reporting period;
  - ending market value for the period; and
  - fully accrued interest for the reporting period;
- state the book value and market value of each separately invested asset at the beginning and end of the reporting period by the type of asset and fund type invested;
- state the maturity date of each separately invested asset that has a maturity date;
- state the account or fund or group of funds in the County for which each individual investment was acquired; and
- state the compliance of the investment portfolio of the County as it relates to:
  - the investment strategy expressed in the *Policy*; and
  - relevant provisions of PFIA Sec. 2256.023

### **Section 5.02 Notification of Investment Changes**

It shall be the duty of the County Investment Officer to notify the Commissioners Court of any significant changes in current investment methods and procedures prior to their implementation.



## **SECTION 6**

## **INVESTMENT COLLATERAL AND SAFEKEEPING**

### **Section 6.01 Collateral or Insurance**

The County Investment Officer shall insure that all County funds are fully collateralized or insured consistent with federal and state law ... Texas Government Code Chapter 2257, Collateral for Public Funds ... and the current Depository Contract in one or more of the following manners:

- FDIC insurance coverage;
- obligations of the United States or its agencies and instrumentalities;  
and
- other obligations under PFIA Sec. 2256.009(a) excluding bonds issued, assumed, or guaranteed by the State of Israel; but
- none of the obligations stated in PFIA Sec. 2256.009(b) shall be used as collateral.

### **Section 6.02 Safekeeping**

All purchased securities shall be held in safekeeping by the County, or a County account in a third party financial institution, or with a Federal Reserve Bank.

All certificates of deposit, insured by the FDIC, purchased outside the Depository Bank shall be held in safekeeping by either the County or a County account in a third party financial institution.

All pledged securities by the Depository Bank shall be held in safekeeping by the County, or a County account in a third party financial institution, or with a Federal Reserve Bank.

### **Section 6.03 Release of Pledged Collateral**

The County Treasurer shall have the authority to authorize the release of pledged collateral (securities) in excess of the amount required upon receipt of appropriate release request from pledging party.

## **Section 7**

## **INVESTMENT STRATEGIES FOR FUNDS OR GROUP OF FUNDS**

### **Section 7.01 General Statement**

Funds of the County will be invested in accordance with federal and state laws, the County Investment *Policy* and written administrative procedures.

The County will invest according to investment strategies for each fund or pooled fund group. Investment strategies are built on cash flow versus fund name.

### **Section 7.02 Definitions**

**Bond Proceeds** means the proceeds from the sale of bonds, notes, and other obligations issued by an entity, and reserves and funds maintained by an entity for debt service purposes.

**Funds** mean public funds in the custody of a state agency or local government that:

- are not required by law to be deposited in the state treasury; and
- the investing entity has authority to invest.

**Sweep Account** is an account set up at a bank or other financial institution where the funds are automatically managed between a primary cash account and secondary investment accounts.

**Investment Pool** means an entity created under Chapter 2256. PFIA to invest public funds jointly on behalf of the entities that participate in the pool and whose investment objectives in order of priority are:

- preservation and safety of principal;
- liquidity; and
- yield.

**Matching Approach** means an investment method that matches maturing investments with disbursements. This approach requires an accurate forecast of disbursement requirements.

**Pooled Fund Group** means an internally created fund of an investing entity in which one or more accounts or funds of the investing entity are invested.

**Separately Invested Asset** means an account or fund of a state agency or local government that is not invested in a pooled fund group.

### **Section 7.03 General Fund Group ... A Pooled Fund Group**

The County's operating expenditures and revenues to fund those expenditures are accounted for in the County's general fund group (General F.10; Road & Bridge F.15; Road Precincts F.16, F.17, F.18, F.19). Most of the general fund group is pooled with other County funds for investment purposes unless specific restrictions are placed upon such funds. The investment strategy for the general fund group, as well as for the County's investment pool as a whole, is the **Matching Approach**. These pooled funds are invested in Investment Pool(s) and/or in depository Sweep Account(s) with assets available on demand.

The maximum allowable stated maturity of any individual investment relating to the general fund group is twenty-four (24) months. Prior approval of the Investment Committee must be received before investing beyond a stated maturity of twelve (12) months. Prior approval of Commissioners Court, upon





recommendation of the Investment Committee, must be received before investing beyond a stated maturity of twenty-four (24) months.

#### **Section 7.04 Special Revenue Funds**

Operations that are funded with restricted revenues are accounted for as special revenue funds. Most of the special revenue funds are included for investment purposes in the County's investment pool except for some grant funds. Certain grant agreements require the use of separate bank accounts restricted for use of proceeds under the grant agreement. The investment strategy used for all special revenue funds not included in the County's investment pool is the Matching Approach.

#### **Section 7.05 Debt Service Funds**

The debt service funds are used to account for bond proceeds. The debt service funds are not pooled with other funds but are separately invested largely in Investment Pool(s) and/or in depository Sweep Account(s) with assets available on demand.

#### **Section 7.06 Interest and Sinking Funds**

The interest and sinking funds are used to account for the accumulation of resources to fund periodic principal and interest payments on outstanding obligations. The revenue stream is predictable and the majority comes from ad valorem tax. The interest and sinking funds are not pooled with other funds but are separately invested largely in Investment Pool(s) and/or in depository Sweep Account(s) with assets available on demand.

#### **Section 7.07 Capital Improvement Project Funds**

The capital improvement project funds are used to account for the accumulation of resources to fund projects as so determined by the Commissioners Court as capital improvement projects. The revenue is determined by the approved county budget. These funds are pooled with other funds and invested largely in Investment Pool(s) and/or in depository Sweep Account(s) with assets available on demand.

#### **Section 7.08 District Clerk Registry Funds**

Registry funds (trust accounts, bonds, etc.) are held in trust by the Gillespie County District Clerk and invested by the County Investment Officer. Investment strategy used for this fund is to invest in Investment Pool(s) and/or in depository Sweep Account(s) with assets available on demand.

Existing investments made by the District Clerk ... prior to the "Cash Management Agreement" of May 2002 between the District Clerk and the County Treasurer ... are not required to be liquidated if these investments were authorized investments at the time of purchase.

#### **Section 7.09 County Clerk Registry Funds**

Registry funds (trust accounts, bonds, etc.) are held in trust by the Gillespie County Clerk and invested by the County Investment Officer. Investment strategy used for this fund is to invest in Investment Pool(s) and/or in depository Sweep Account(s) with assets available on demand.

Existing investments made by the County Clerk ... prior to the "Cash Management Agreement" of January 2006 between the County Clerk and the County Treasurer ... are not required to be liquidated if these investments were authorized investments at the time of purchase.

#### **Section 7.10 Justice of the Peace Funds (4)**

The Justice of the Peace funds ... court costs, fines, and fees of office ... are initially deposited in a separate checking account for each Justice.

Fee Office accounts ... District Clerk, County Clerk, and Justice of the Peace (4) ... as practical, may be pooled and invested in Investment Pool(s) and/or in depository Sweep Account(s) with assets available on demand.

**Section 7.11 County Attorney Hot Check Funds**

The County Attorney Hot Check funds are not pooled with other funds but held in a separate checking account. As practical ... funds may be invested in Investment Pool(s) and/or in a depository Sweep Account with assets available on demand.

**Section 7.12 District Clerk Funds**

The District Clerk funds ... court costs, fines, and fees of office ... are initially deposited in a separate checking account.

Fee Office accounts ... District Clerk, County Clerk, and Justice of the Peace (4) ... as practical, may be pooled and invested in Investment Pool(s) and/or in depository Sweep Account(s) with assets available on demand.

**Section 7.13 County Clerk Funds**

The County Clerk funds ... court costs, fines, and fees of office ... are initially deposited in a separate checking account.

Fee Office accounts ... District Clerk, County Clerk, and Justice of the Peace (4) ... as practical, may be pooled and invested in Investment Pool(s) and/or in depository Sweep Account(s) with assets available on demand.



# Gillespie County, Texas

## Investment Policy

This Investment Policy (the "Policy") was prepared by the Investment Advisory Committee of Gillespie County, Texas (the "County") pursuant to Local Government Code 116.112 and Chapter 2256 of the Texas Government Code as may be amended from time to time.



Upon presentation during the regular Commissioners Court meeting, Monday, January 13, 2020, the Court approved the Policy, as presented, to be effective January 13, 2020.

This Policy shall replace any previous investment policy(s).

Mark Stroehler, County Judge

1/13/20  
Date

Charles Olfers, Commissioner Pct. No 1

1/13/20  
Date

Keith Kramer, Commissioner Pct. No 2

\_\_\_\_\_  
Date

Dennis Neffendorf, Commissioner Pct. No 3

1/13/2020  
Date

Donnie Schuch, Commissioner Pct. No 4

1/13/20  
Date

Sec. 263.152. DISPOSITION. (a) The commissioners court of a county may:

(1) periodically sell the county's surplus or salvage property by competitive bid or auction, except that competitive bidding or an auction is not necessary if the purchaser is another county or a political subdivision within the county that is selling the surplus or salvage property;

(2) offer the property as a trade-in for new property of the same general type if the commissioners court considers that action to be in the best interests of the county;

(3) order any of the property to be destroyed or otherwise disposed of as worthless if the commissioners court undertakes to sell that property under Subdivision (1) and is unable to do so because no bids are made;

(4) dispose of the property by donating it to a civic or charitable organization located in the county if the commissioners court determines that:

(A) undertaking to sell the property under Subdivision (1) would likely result in no bids or a bid price that is less than the county's expenses required for the bid process;

(B) the donation serves a public purpose; and

(C) the organization will provide the county with adequate consideration, such as relieving the county of transportation or disposal expenses related to the property;

(5) transfer gambling equipment in the possession of the county following its forfeiture to the state to the Texas Facilities Commission for sale under Section [2175.904](#), Government Code; or

(6) order any vehicle retired under a program designed to encourage the use of low-emission vehicles to be crushed and recycled, if practicable, without a competitive bid or auction.

(a-1) The commissioners court shall remit money received from the Texas Facilities Commission from the sale of gambling equipment under Section [2175.904](#)(c), Government Code, less administrative expenses incurred by the county in connection with the transfer and sale of the equipment, to the local law enforcement agency that originally seized the equipment.

(b) If the property is earth-moving, material-handling, road maintenance, or construction equipment, the commissioners court may exercise a repurchase option in a contract in disposing of property under Subsection (a)(1) or (a)(2). The repurchase price of equipment contained in

a previously accepted purchase contract is considered a bid under Subsection (a)(1) or (a)(2).

(c) Disposal under Subsection (a)(3) may be accomplished through a recycling program under which the property is collected, separated, or processed and returned to use in the form of raw materials in the production of new products.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, Sec. 61(b), eff. Aug. 28, 1989; Acts 1991, 72nd Leg., ch. 416, Sec. 3, eff. Sept. 1, 1991; Acts 1993, 73rd Leg., ch. 237, Sec. 1, eff. Aug. 30, 1993; Acts 1995, 74th Leg., ch. 746, Sec. 5, eff. Aug. 28, 1995; Acts 1999, 76th Leg., ch. 254, Sec. 1, eff. May 28, 1999; Acts 2003, 78th Leg., ch. 43, Sec. 1, 2, eff. May 15, 2003; Acts 2003, 78th Leg., ch. 345, Sec. 1, 3, eff. June 18, 2003.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 1233 (H.B. [2462](#)), Sec. 2, eff. June 15, 2007.

Acts 2009, 81st Leg., R.S., Ch. 931 (H.B. [3089](#)), Sec. 1, eff. September 1, 2009.

Acts 2015, 84th Leg., R.S., Ch. 167 (H.B. [2002](#)), Sec. 1, eff. May 28, 2015.

Acts 2019, 86th Leg., R.S., Ch. 1071 (H.B. [1524](#)), Sec. 124, eff. September 1, 2019.