

NOTICE OF MEETING
COMMISSIONERS COURT OF GILLESPIE COUNTY, TEXAS

Notice is hereby given that a Regular Meeting of the Gillespie County Commissioners Court will be held on Monday, the 13th day of November, 2023, at 9:00 a.m. in the Gillespie County Courthouse, Fredericksburg, Texas, at which time the following subjects will be discussed, considered, passed, or adopted, to-wit:

See Attachment

If during the course of the meeting, any discussion of any item on the Agenda should be held in executive or closed session, the Commissioners Court will convene in such executive or closed session in accordance with the Open Meetings Act, Chapter 551, Texas Government Code.

Dated this the _____ day of November, 2023.

Commissioners Court
Gillespie County, Texas

By _____
Daniel Jones, County Judge

I, the undersigned, County Clerk, of Gillespie County Commissioners Court, do hereby certify that the above Notice of Meetings of the Gillespie County Commissioners Court is a true and correct copy of said Notice, and that I received and posted said Notice on the Courthouse Door and on the bulletin board at the Courthouse of Gillespie County, Texas, as a place readily accessible to the general public at all times on the _____ day of November, 2023, at _____ .M., and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this the _____ day of November, 2023.

Lindsey Brown, County Clerk
Gillespie County, Texas

AGENDA
GILLESPIE COUNTY COMMISSIONERS COURT
REGULAR MEETING
MONDAY, NOVEMBER 13, 2023
GILLESPIE COUNTY COURTHOUSE
FREDERICKSBURG, TEXAS
9:00 O'CLOCK A.M.

Invocation and Pledge of Allegiance.

1. Call meeting to order.
2. Consider approval of Bills & Claims and payments via electronic fund transfers.
3. Consider approval of Journal Entries & Budget Amendments (Line Item Transfers).
4. Consider approval of payroll claims & related expenses.
5. Consider approval of Departmental Reports.
6. Consider approval of Fees of Office.
7. Recognition of emergency responders for their swift water rescue efforts during the flash flooding event that occurred in the overnight hours of October 25th, 2023.
8. Receive presentation from representatives of Fredericksburg High School Future Farmers of America (“FFA”).
9. Receive and discuss a presentation from the Alamo Area Council of Governments (AACOG) on the Texas Property Assessed Clean Energy (PACE) Program.
10. Consider approval of the revised County Airport Minimum Operating Standards and revised County Airport Rules and Regulations.

11. Consider approval of extending the construction deadline for the Gillespie Air Services, Inc. and T82 Investments, LLC construction projects at the County Airport.
12. Consider approval of WellSaid Labs annual subscription agreement, including change from monthly payments to annual invoicing, and authorization for execution of documents.
13. Consider approval of paygrade and job title revision of personnel in the IT office.
14. Consider approval of hiring personnel in the Human Resources office.
15. Consider approval of hiring personnel in the Communications Center.
16. Consider approval of Spectrum Enterprise service order to increase internet service speed while reducing cost, and authorization for execution of documents.
17. Consider approval of Hill Country Telephone Cooperative business service agreement to increase internet service speed while reducing cost, and authorization for execution of documents.
18. Consider approval of purchase and installation of mini-split AC unit at the jail, and authorization for execution of documents.
19. Consider approval of purchase of wood chipper, Precinct 3.
20. Consider approval of purchase of articulated boom lift, Precinct 3.
21. Consider approval of proposal from RAC, Inc. Elevator Inspection Service to perform annual safety test on the elevator at Gillespie County Annex 1, and authorization for execution of documents.
22. Consider casting votes for nominees to the Gillespie Central Appraisal District Board of Directors.

23. Consider and discuss County policy on approving job postings and take appropriate action relating to same.
24. Consider approval of revisions to County metal waste recycling policy.
25. Consider approval of proposal for fixed asset inventory update for 2023, as proposed by Records Consultants, Inc. (RCI), and authorization for the execution of documents.
26. Consider approval of paygrade and job title revision for personnel in the Indigent Healthcare/Court Collections department, and approve advertising for same.
27. Discuss proposed revisions to the Hill Country Underground Water Conservation District Rules, and take appropriate action relating to same.
28. Consider approval of purchase of patrol vehicles and related equipment, with trade in of old vehicles and related equipment, for the Sheriff's Office.
29. Consider approval of hiring or transferring personnel for vacant positions in the Sheriff's Office.
30. Consider approval of a request from the Needs Council for County consent to the elimination of a building setback and service alley, as set forth in restrictive covenants applicable to County owned property located in part of Tract No. 3 of the Carriage Hills Addition, in the City of Fredericksburg (551.072).
31. Consider the appointment of a person to fill a vacancy in the Office of County Tax Assessor Collector, discuss and/or interview candidates for same, and consider taking appropriate action related thereto (551.074).
32. Deliberation concerning the appointment, employment, reassignment, evaluation, duties, discipline, and/or dismissal of County personnel, and consider taking appropriate action related thereto (551.074).
33. Consider the appointment of persons to fill existing or anticipated vacancies on the County Airport Advisory Board (551.0745).



PACE in Gillespie County

Presented by
Lyle Hufstetler, Natural Resources Project Administrator, AACOG
for
Gillespie County, November 13, 2023



PROPERTY

ASSESSED

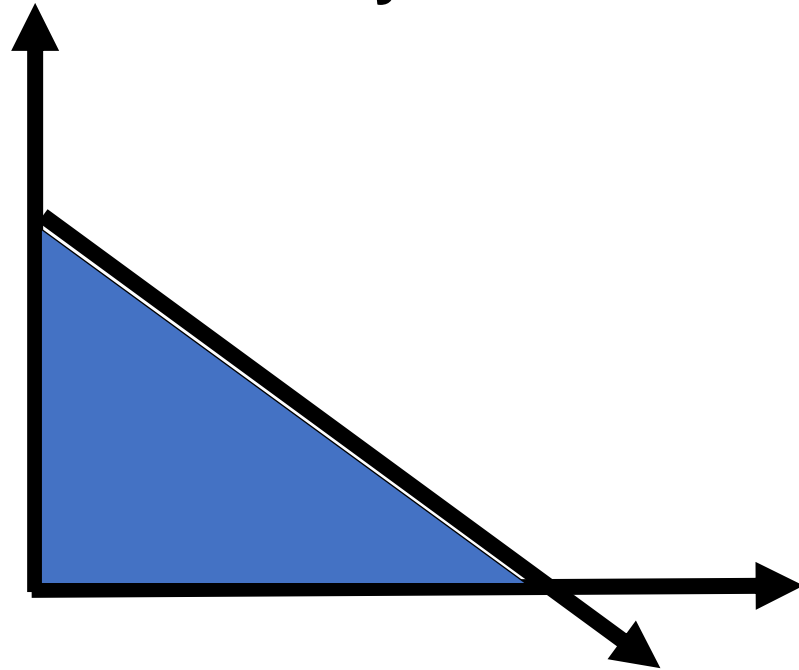
CLEAN

ENERGY

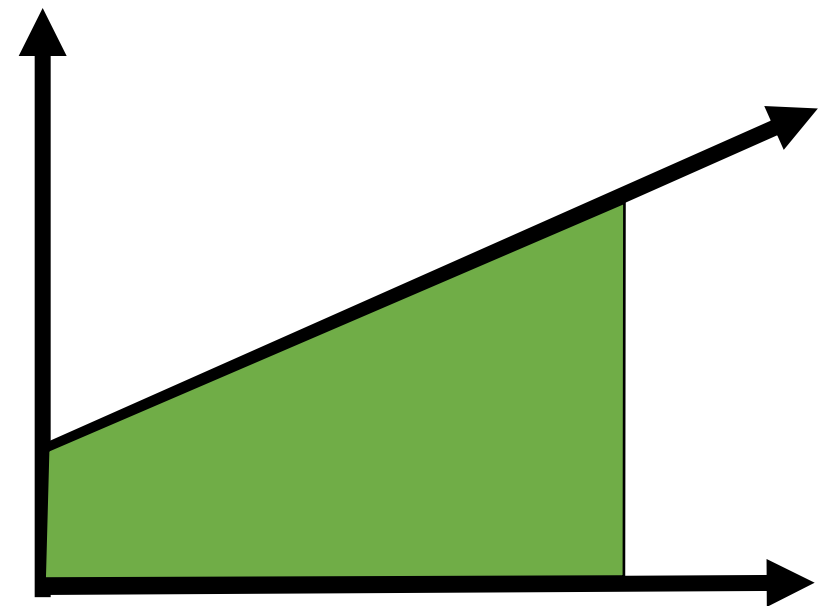
Innovative financing for commercial energy and water saving initiatives

What TX-PACE Does

LOWER
Utility Costs



INCREASED
Net Operating Income



Bottom Line: Increased Building Value



What is TX-PACE?

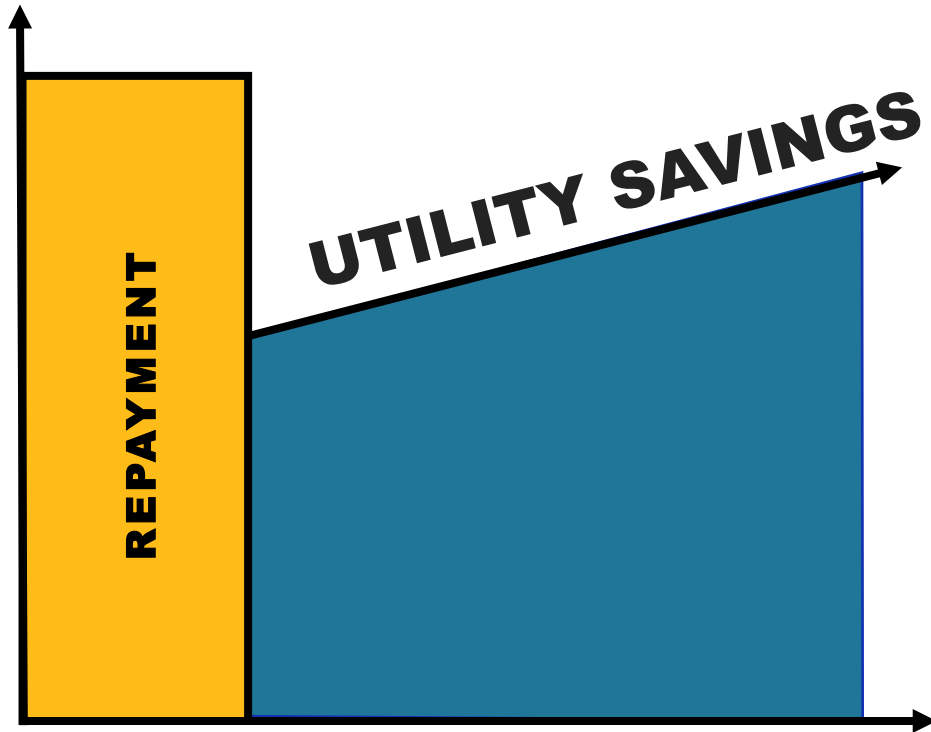
- Commercial, non-profit, industrial (manufacturing & agricultural), & multi-family (5+ units) properties

- 100% long-term, low-cost **private** financing made possible by requesting assessment lien imposed on property

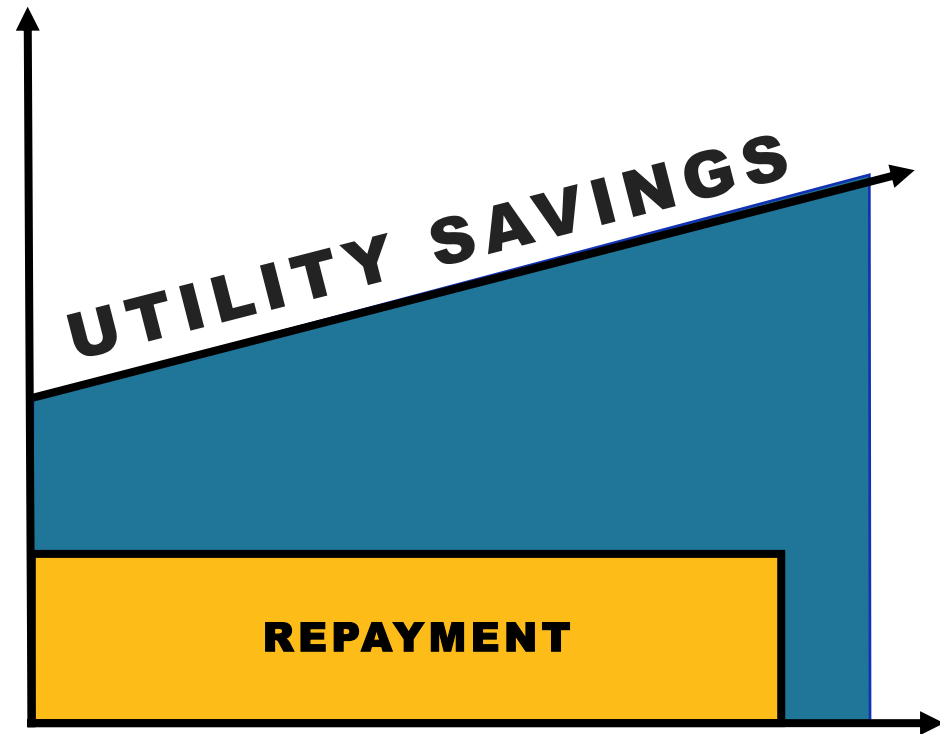
- Energy efficiency, water conservation, distributed generation, and demand reduction (resiliency)



A Financing Alternative



Short term financing = Cash flow strain



PACE = Cash flow Positive



A Financing Alternative

1225 NORTH LOOP WEST

Houston

Assessment Total:
\$1,304,352

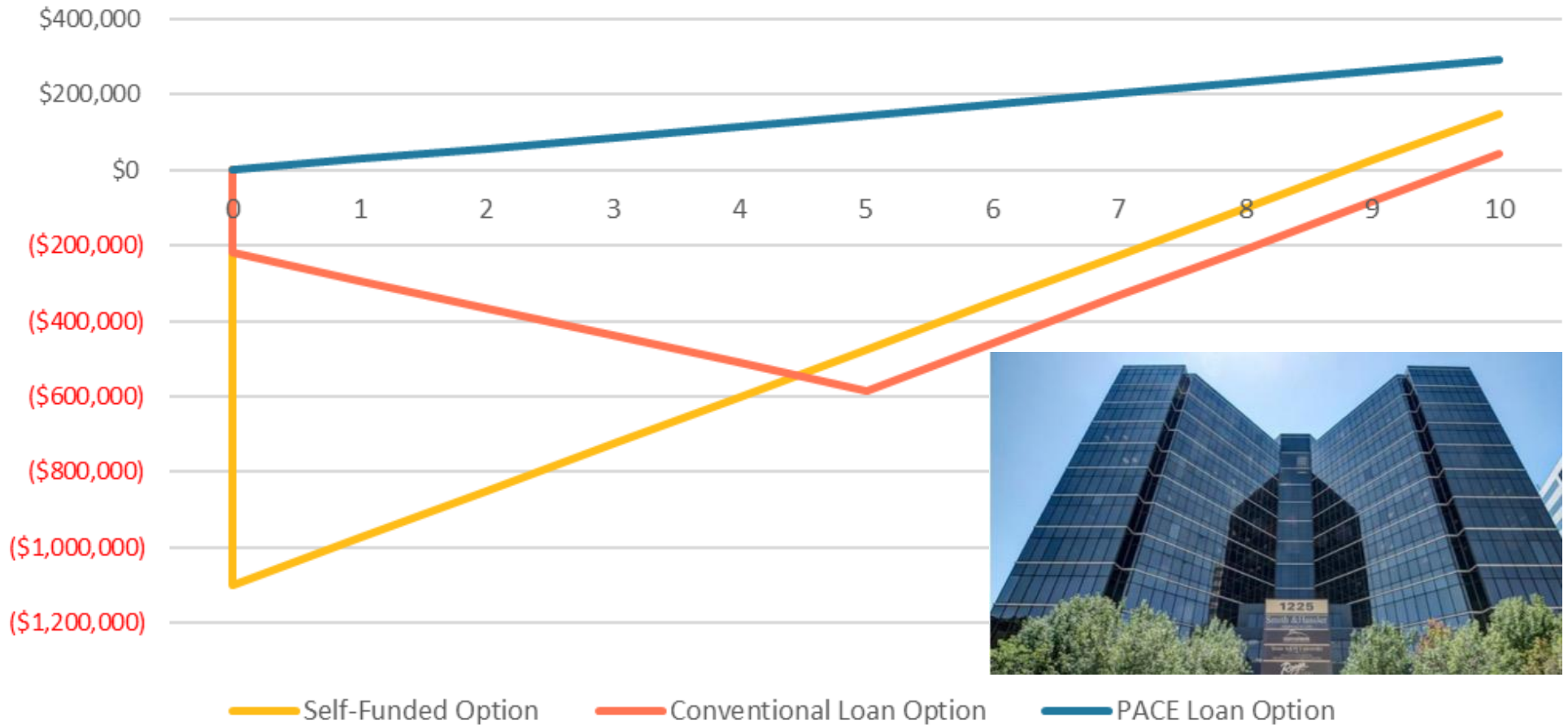
Measures:

- HVAC
- BAS
- LED lighting

Utility Incentives:
\$30,000

Utility Savings:
38% Annually

Cumulative Cash Flow



What is TX-PACE?

- TX PACE Act enacted in 2013 - Local Gov't Code Chapter 399

- Allowed cities and counties to create individual PACE programs within their jurisdictions

- Cities and counties must adopt PACE within their boundaries for property owners to take advantage of it

- Voluntary program requires no extra work with ILA



Why TX-PACE?

Barfield Building • City of Amarillo

LED lighting • Building Envelope • Water Efficiency • Domestic Hot Water Heating • Assessment: \$7.3 M
HTC: \$9M • Savings: 73% Electric, 79% Natural Gas, 40% Water



The Jewel of West Texas: Barfield
hotel officially opens in
downtown Amarillo

[-David Gay](#) Amarillo Globe-News

Why TX-PACE?

- Energy savings benefits often realized over 10-20+ years, but financing terms rarely exceed 5 years and hard to collateralize

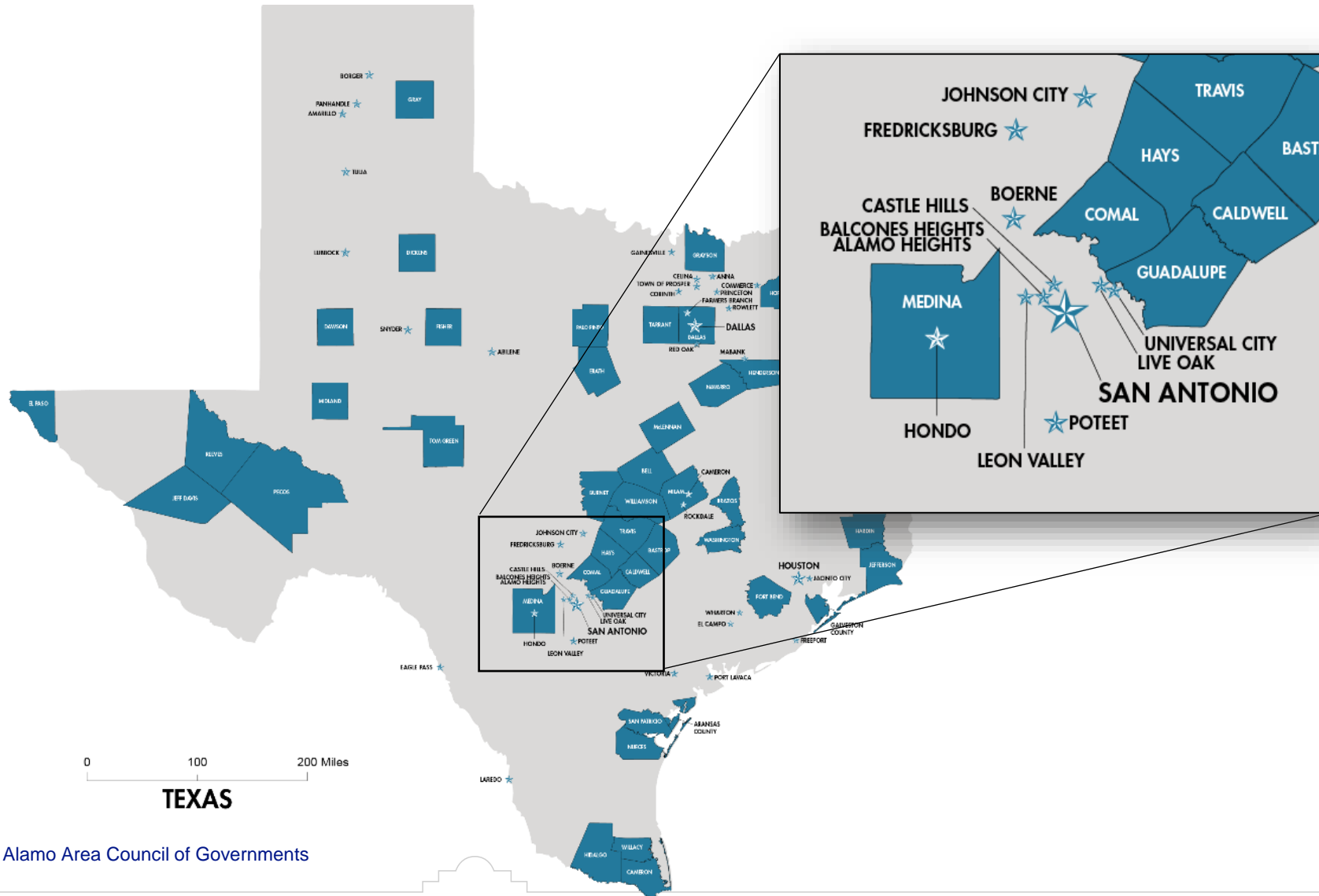
- Cosmetic improvements that attract more attention get priority

- Building stock in need of upgrades puts strain on electrical grid

- Energy use contributes to poor regional air quality; adaptive reuse is more sustainable



Where is TX-PACE?



In the AACOG Region:

- Alamo Heights
 - Balcones Heights
 - Boerne
 - Castle Hills
 - Fredericksburg
 - Hondo
 - Leon Valley
 - Live Oak
 - Poteet
 - San Antonio
 - Universal City
-
- Comal County
 - Guadalupe County
 - Medina County

Qualified Improvements

Chillers, Boilers, Furnaces	Toilets	Distributed Generation Systems
HVAC, BMS, EMS Controls	Faucets	Greywater Systems
Energy Management Systems	Pool Equipment	Elevator Modernization
Water Heating Systems	Cogeneration	Doors
Lighting	Water Management Systems	Insulation
Roofing	Rainwater Collection Systems	Solar Panels
Windows	Irrigation Equipment	Wind Turbines

Includes heavy duty industrial equipment permanently affixed to property



Who is Involved?

Municipalities
Counties



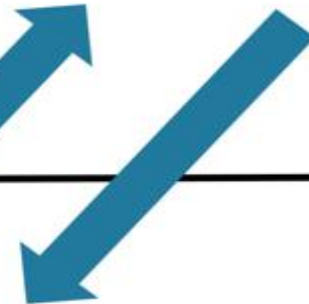
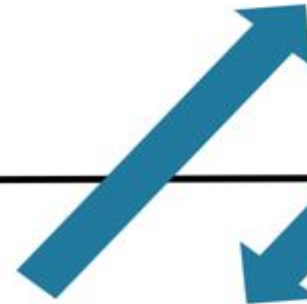
TEXAS PACE
AUTHORITY

501(c)(3)

AACOG
Alamo Area Council
of Governments

Governmental

Private



Capital Providers



Property Owners



Service Providers





Why TX-PACE?

Local Governments

- Property owners/occupants substantially save in utility costs
- Reduce demand on electricity grid
- Mitigate greenhouse gas emissions
- Enhance value and efficiency of buildings
- Support municipal resiliency plans and sustainability goals



Risk Avoidance

Local Governments

- Senior lien status – senior lender must consent
- Utilize existing debt servicing upon default
- No use of City funds or resources (ILA)
- Free market, hands-off approach
- Independent third-party review
- PACE-in-a-Box streamlines application and ensures success



Pace in a Box

A toolkit of recommendations and templates for counties and municipalities

- Create uniform, user-friendly, scalable, and sustainable PACE programs

- Administered by a non-profit, in a transparent manner, focused on government tasks

- Free market with decision/power in the hands of property owner





Next Steps

- Commissioner's Court Meeting #1
 - Post Report on how the program will work
 - **Agenda Item: Resolution of Intent**
- Commissioner's Court Meeting #2
 - Agenda Item: Hold a Public Hearing
 - **Agenda Item: Resolution to Establish**
 - **Agenda Item: Approve ILA with AACOG**

Action items in **red**



Contractual Documents

- Closing documents include:
 - Owner and Local Government Contract – agrees to the assessment lien imposed on the property
 - Capital Provider and Local Government Contract – assigns proceeds of assessment to capital provider
 - Notice of Assessment Lien – AACOG will record notice of PACE assessment lien with county clerk
 - Mortgagee Consent (if applicable)

Local Case Studies



Travis Building | San Antonio, TX

Building envelope • Roof • Lighting • Plumbing • HVAC

Assessment: \$5 million

Capital Provider: PACE Equity, LLC



Historic Post Office | Castroville, TX

Building envelope • LED Lighting • HVAC • Plumbing

Assessment: \$145,000

Capital Provider: Inland Green Capital

Local Case Studies



The Allen | San Antonio, TX
Envelope • LED Lighting • HVAC
Assessment: \$1,559,719
Capital Provider: PACE Equity, LLC



Intercontinental Hotel | San Antonio, TX
Envelope • Plumbing • LED Lighting •
Water Conservation • HVAC
Assessment: \$28 million
Capital Provider: Nuveen Green Capital

Local Case Studies



Elsass Hall | Castroville, TX

Envelope • LED Lighting • Plumbing •

Water Conservation • HVAC

Assessment: \$390,000



1303 Lorenzo | Castroville, TX

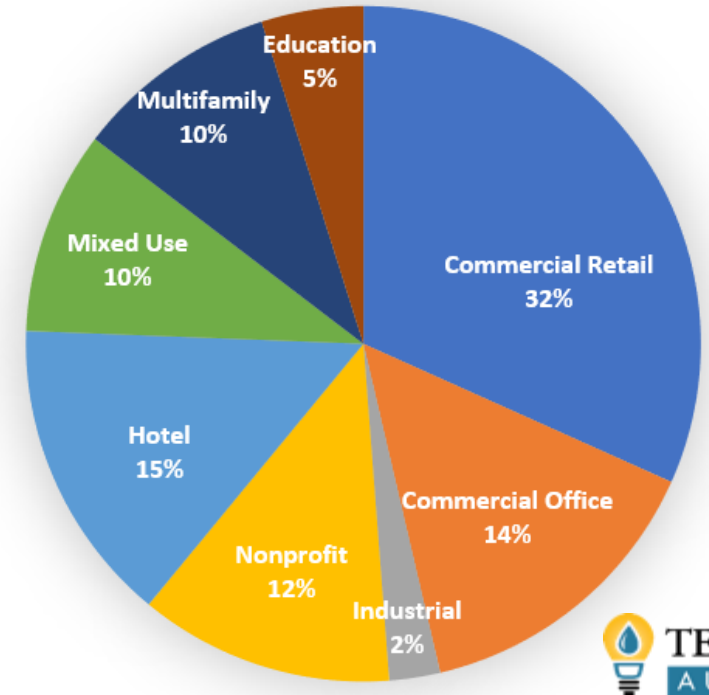
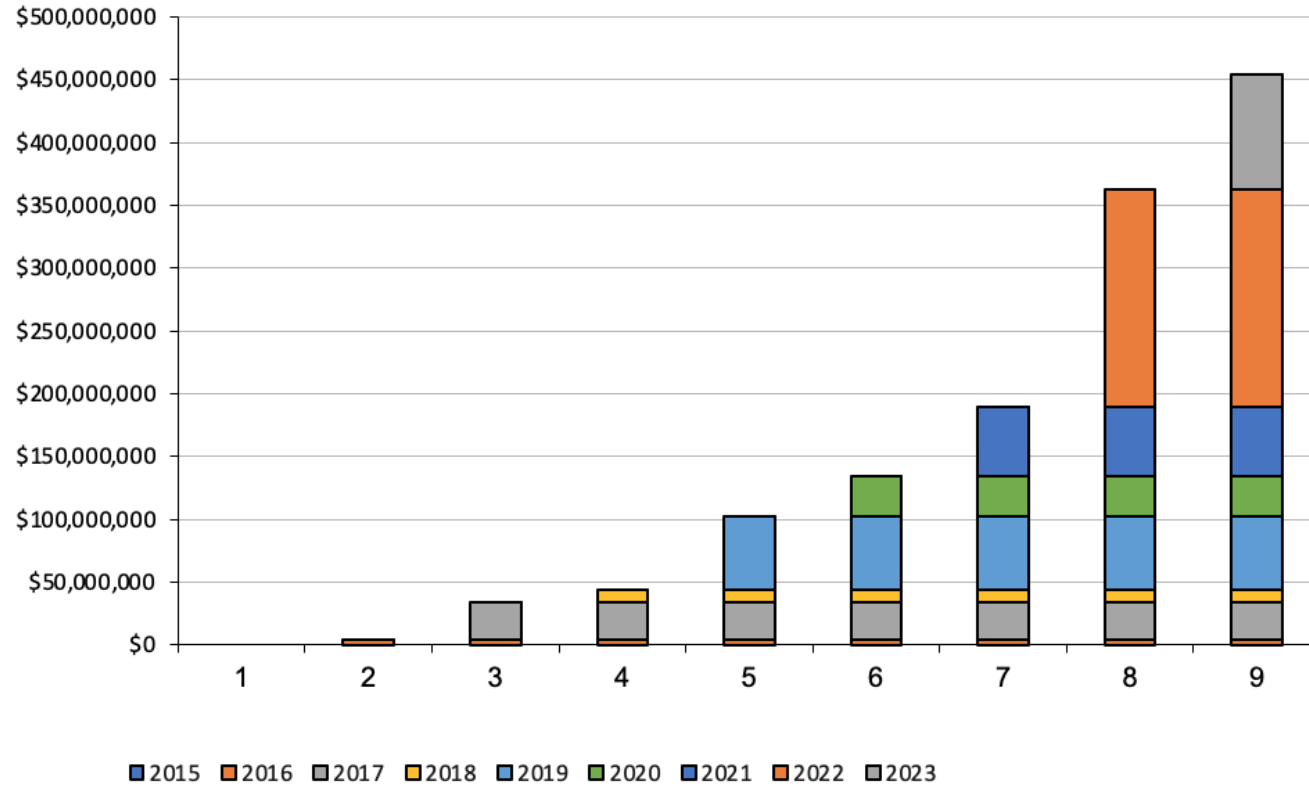
Envelope • LED Lighting •

Water Conservation • HVAC

Assessment: \$690,000

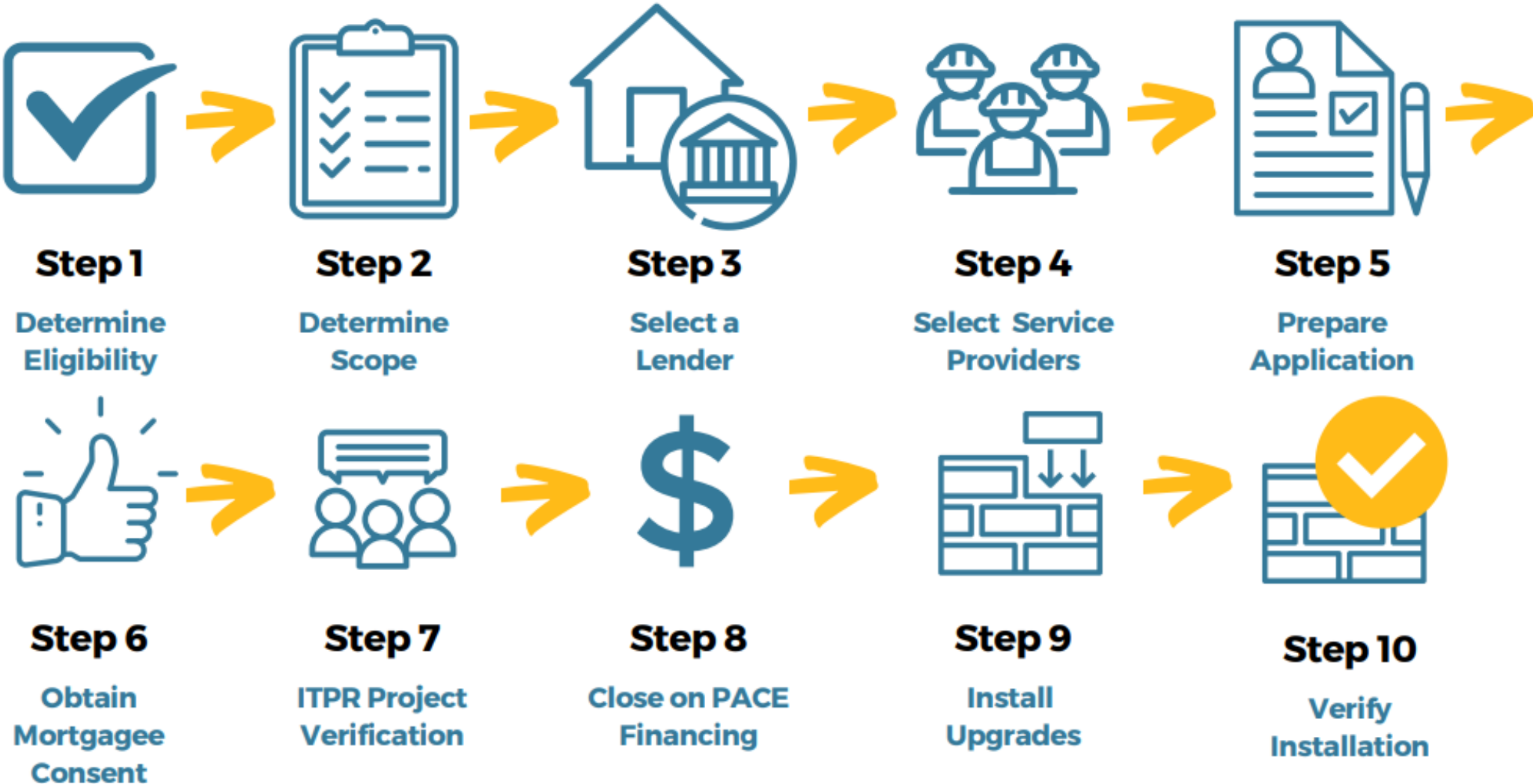
The Growing Texas PACE Market

Annual PACE Financing in Texas



76	\$ 394,583,380	5,004	43,826	76,067,586	79,929	111,109,790
Projects Completed	Dollars Invested	Jobs Created	CO2 Reduced (tonnes/yr)	Energy Saved (kWh/yr)	Natural Gas Saved (mmBTU/yr)	Water Saved (Gal/yr)

How It Works



Resources

- **AACOG PACE Program:** <https://aacog.com/EnvironmentalConservation>
- **Texas PACE Authority:** www.texaspaceauthority.com
 - **TX-PACE Program Guide and Technical Standards**
www.texaspaceauthority.org/Documents/Program%20Guide.pdf?dl=0
 - **Events and Training**
www.texaspaceauthority.org/event-directory
 - **Case Studies**
www.texaspaceauthority.org/resources/case-studies-marketing/
 - **Service Provider Directory**
<https://www.texaspaceauthority.org/service-provider-directory/>





Thank You For Your Time!

Contact Me

Email: lhufstetler@aacog.com

Phone: 210-376-9901

Fax: 1-866-332-3252

2700 NE Loop 410

Suite 101

San Antonio, Texas 78217





Why TX-PACE?

Property Owners

- Long-term financing (up to 20+ years)
- Competitive interest rates
- Up to 100% of improvements financed (100% loan to value)
- Non-recourse (stays with the property)
- No financial covenants
- Does not tie up borrowing capacity



Why TX-PACE?

Capital Providers

- Lower risk
 - First lien
 - Not extinguished with bankruptcy
 - Guaranteed savings-to-investment ratio of ≥ 1
 - Increased asset value
- Faster/easier due diligence process
 - Third party assessment guarantees utility savings



Why TX-PACE?

Mortgage Holder

- Increased value of underlying asset
- Increases interest-coverage ratio
 - Since SIR must be ≥ 1
- NEVER accelerates
 - Only the current and past-due payments are senior to the mortgage

Financing Mechanism

The process

- ✓ Government puts **first lien** on the property
 - Mortgage lender must **provide consent**
- ✓ Third-party engineer completes assessment to **validate savings**
- ✓ Loan payments **paid directly to capital provider**

The detail

- ✓ In case of default or bankruptcy:
 - **Only delinquent payments get priority** over the mortgage
 - Uses existing debt collection services
 - **PACE never accelerates**
- ✓ The loan **stays with the property** – transfers to new owner

New Construction Case Study

Pearl Point Apartments Phase I Rockport, Aransas County



Measures installed:
Above Code: Lighting • Plumbing •
Building envelope

Assessment total:
\$2.75 million in 2020
\$1.25 million in 2021

Annual benefits:
Electric: 925,680 kWh
Water: 3.2 million gallons
Avoided CO₂: 482 tonnes



GILLESPIE COUNTY AIRPORT

MINIMUM OPERATING STANDARDS



11/13/2023

These minimum operating standards allow for the non-discriminatory and safe development and operation of the Gillespie County airport under the supervision of the Commissioners Court.

GILLESPIE COUNTY AIRPORT MINIMUM OPERATING STANDARDS

1. REFERENCE. Federal Aviation Administration Advisory Circular 150/5190-7 A, dated August 28, 2006. Subject: Minimum Standards for Commercial Aeronautical Activities on Public Airports. Advisory Circular 150/5190-6, dated January 4, 2007, Subject: Exclusive Rights at federally-obligated airports.

2. BACKGROUND.

2.1 The owner of a public airport developed or improved with the assistance of funds administered by the Federal Aviation Administration (FAA) assumes certain responsibilities, among them the obligation to make the airport's facilities and services available on fair and reasonable terms without unjust discrimination. The grant of an exclusive right to conduct an aeronautical activity on an obligated airport is specifically forbidden by law. Where Federal funds have been expended on an airport the opportunity to engage in an aeronautical activity not provided by the airport owner should be made available to any person, firm or corporation meeting standards established by the owner which are relevant to the proposed activity, reasonable, and in the public interest. The owner of a public airport can restrict the commercial use of the airport, or the solicitation of business thereon, based on nondiscriminatory standards. The owner may insist, in return for the privilege of conducting an aeronautical activity on the airport, that the person, firm or corporation must meet the standards established by the owner governing the quality of services that are offered to the public in connection with the conduct of the aeronautical activity at the airport. These standards must, however, be reasonable, relevant to the proposed activity, and applied objectively and uniformly.

2.2 The development of minimum standards is done so as to not grant any single operator an exclusive right of doing business. Permission to do business will be granted to anyone at the discretion of the Commissioners Court provided they meet reasonable minimum standards. In exchange for this opportunity the business operator agrees to meet those reasonable minimum standards developed. It should be understood that the airport will continue to develop and maintain minimum standards with the knowledge that those standards will change from time to time so the airport can progress according to an orderly plan. Lease agreements take precedence over any guidelines established herein. Demonstration of intent to conduct a business operation at the airport shall be by written application to the airport manager and Airport Advisory Board (AAB).

2.3 There are many types of aeronautical activities that are too varied to reasonably list within this document. When specific activities are proposed for businesses that do not fall within the categories documented, minimum standards can be developed on a case-by-case basis, taking into consideration the desires of the applicant and the airport, public demand for such service and the discretion of the Commissioners Court.

3. DEFINITIONS.

- a. **Minimum Standards.** The qualifications or criteria which may be established by an airport owner as the minimum requirements to be met as a condition for the right to conduct an aeronautical activity at the airport.
- b. **Aeronautical Activity.** Any activity which involves, makes possible, or is required for the operation of aircraft, or which contributes to or is required for the safety of such operations.
- c. **Aviation Service Business.** Any commercial aeronautical activity which offers aircraft maintenance or repair, aircraft rental or charter service, fuel and oil products, flight instruction or certification, tie-down or transient hangar service, and other support services to operators of aircraft.
- d. **Aircraft Storage Business.** Any commercial aeronautical activity which offers for rent on a long or short term basis a facility for the indoor storage of aircraft.
- e. **Aircraft Refueling Business.** Any commercial enterprise which offers for sale aviation gasoline, automotive gasoline or jet fuel for consumption in an aeronautical activity.
- f. **Dedicated Use Corporate or Private Hangar Facility.** Aircraft storage and related facilities which are dedicated to the exclusive use of the Lessee and not available to the public.
- g. **Sublease.** A sublease is an agreement by the lessee to a third person, conveying all or part of the hangar, facility or office space for a shorter term than that for which the lessee holds originally. A sublease agreement requires Commissioners Court approval. NOTE: If the facility is designated by the airport manager or by the Lessee's lease, as an aircraft storage facility (i.e. t-hanger or box hanger), the agreement is not considered a sublease and does not require Commissioners Court approval.

4. AIRPORT DEVELOPMENT PROCESS.

4.1 Any applicant/developer wishing to establish an aeronautical facility shall comply with the procedures listed below. In addition, if requested, the airport staff will furnish the applicant/developer with copies of the appropriate agreement documents for review and directions how to access electronic copies of the Airport Minimum Operating Standards and Gillespie County Airport Rules and Regulations.

4.2 The development process has five phases. The first phase begins with the initial request via a "letter of intent" to the Airport Advisory Board. The letter should provide enough details to allow the Advisory Board and the Sponsor to render a decision on the request. The letter of intent, at a minimum, should contain the following information:

- a. Name and address of applicant/developer.
- b. A general description of location and size of the requested site with a sketch/drawing.
- c. The purpose of the facility.
- d. A description of the proposed hangar/facility.
- e. Any special considerations and the plan to connect to the airport's infrastructure (i.e. utilities, taxiways auto access).

Note: The Airport Advisory Board's preferred "Letter of Intent" template can be found on the airport's website.

4.3 Once the "letter of Intent" is received, reviewed and recommended for approval by the Airport Advisory Board, the developer and the County will enter into a Development Agreement. Here are the key points of the Development Agreement:

- a. Land: the Agreement defines the proposed/requested Land. The Agreement also allows the Developer to modify or adjust, as necessary, the Land, based on future site plans/drawings prior to the Lease Agreement.
- b. Time: The Agreement is for 6 months, with an auto renewal for an additional 6-month. The auto renewal is contingent on meeting certain items listed in the Agreement.
- c. Fees: The Developer will be required to pay the modified ground lease rate for the entire 6 months of the Agreement, upfront and it is non-refundable. The modified ground lease rate is 50% of the normal ground lease rate for the requested land.
- d. Termination guidelines: The Agreement defines the termination guidelines for the Developer and Sponsor.
- e. Attachment: The LOI will be attached to the Agreement.

4.4 Once the Agreement is executed, the Developer will begin the engineering phase (phase II). During this phase, the Developer should hire an architect/engineer to create a detailed engineering plan. Once the engineering is complete, the developer will present a detailed presentation to the Advisory Board. The presentation should address in reasonable detail these general subject areas:

- a. Engineering Issues of Site Preparation and Development, including a certified survey with field notes and a city approved site plan.
- b. Specs of Building and Aircraft Door
- c. Project Budget
- d. Finance Plan

Note: Additional guidance for the phase II presentation can be found on the airport website.

4.5 After the presentation is complete and all follow-up questions are answered to the satisfaction of the board, the developer will work with the airport manager to draft a proposed lease for approval by the Gillespie County Commissioners Court(phase III).

4.6 Once the lease is approved by the Court and signed by the Judge, the Developer may start the construction phase (phase IV). (Note, it is the responsibility of the applicant to secure all required city construction permits, etc.)

4.7 Finally, once construction is complete, an Airport Advisory Board representative and the airport manager will conduct a walk-through with the applicant to verify lease compliance (phase V).

5. USE OF STANDARDS.

5.1 The requirements of standards imposed on those proposing to conduct an aeronautical activity on a public airport should relate to the public interest. Airport standards should be designed to protect airport patrons from irresponsible, unsafe or inadequate service and to protect the investment the owner and the FAA have made in the airport.

5.2 Because the cost of meeting reasonable standards must be accepted as a normal business expense, no prudent operator will undertake the investment involved unless he foresees a volume of business that has not been fully developed. Thus, the use of reasonable standards, while safeguarding the public interest, has the additional effect of preserving the stability of an established business. Proper standards discourage the unqualified for the protection of both the established operator and the public.

6. STANDARDS FOR ALL AVIATION SERVICE BUSINESSES.

- a. Furnish all applicable services in a fair, equal and nondiscriminatory manner to all airport users.
- b. Publicly display in a location on the exterior of the building, signage that identifies the business, lists the normal hours of operation and provides an afterhours telephone point of contact.
- c. Provide separate rest room facilities for men and women, which comply with the Architectural Barriers Act, for the use of customers.
- d. Obtain proper equipment for the service provided.
- e. Perform the service provided to the appropriate FAA Standard.
- f. Employ technicians with the appropriate training/certification.
- g. Provide adequate, serviceable fire suppression equipment.
- h. Lease sufficient land to provide adequate parking for customers and employees.
- i. Lease and build at least the minimum land and hangar building per requirements of Appendix A of these Minimum Operating Standards.
- j. Maintain the interior and exterior of the structure, signs, and leasehold grounds to a high order.
- k. Respond to airport emergencies at the request of the Airport Manager or local authorities.

7. STANDARDS FOR FIXED BASE OPERATOR (FBO).

- a. Requirements:
 - 1) An FBO is a Multiple Aeronautical Services Provider who must provide at the minimum the following:
 - Aircraft fueling

- Aircraft Storage – At a minimum, an FBO shall have at least (1) 10,000 square feet of hangar space available for aircraft storage, in accordance with the aircraft storage section.
 - Aircraft parking apron and access to the airport infrastructure suitable for a minimum Group II aircraft IAW Advisory Circular 150/5300-13A, “Airport Design”. (Recommendation at a minimum - 200’ x 200’ apron).
 - Customer and employee parking
 - Office employees
 - Trained line employees
 - Permanent ground to air communications capability
 - Terminal building/passenger terminal.
 - Have sufficient office space and trained individuals to conduct the applicable business. For instance, flight training should have FAA qualified instructors and classroom space.
 - Must include restrooms, one for each sex, and be ADA compliant.
 - Construct buildings to match the standards of architecture and quality already established on the airfield.
 - Furnish all applicable services in a non-discriminatory manner.
 - All businesses must maintain the interiors of buildings and the exteriors to a high order and properly dispose of any trash.
- 2) Optional services provided by an FBO may include, but are not limited to, the following:
- Rental Cars/Courtesy cars
 - Long term parking
 - Aircraft Maintenance and repair
 - Avionic Service
 - Aircraft rental
 - Flight and/or ground instruction
- 3) Additional requirements:
- Abide by all rules and regulations established by the airport and furthermore obey all rules, requirements, or mandates placed upon the airport owner by the FAA, or the State of Texas. This includes all Grant Assurances of FAA Grants and the Terms and Conditions of State of Texas Grants.
 - The airport owner has the right to approve placement of buildings, parking areas, or equipment and the exterior design of any building. These items should agree in concept with the future development of the airport as shown in the Master Plan.
 - Any applicable business does not have the right to perform any service or business that is not included in the lease agreement with the airport owner.
 - Comply with all parts of the lease agreement.

- The applicant must comply with all safety recommendations and meet all local and State codes and be approved by the local fire marshal.
- Respond to airport emergencies at the request of the Airport Manager or local authorities.

8. STANDARDS FOR AIRCRAFT STORAGE BUSINESSES.

- a. Furnish all applicable services in a fair, equal and nondiscriminatory manner to all airport users.
- b. Publicly display in a location on the exterior of the building, signage that identifies the business and provides a telephone point of contact for the operator.
- c. Minimum hangar size for an aircraft storage facility is established as 10,000 square feet or in the case of a nested T-hangar, ten individual aircraft units.
- d. Lease and build at least the minimum land and hangar building per requirements of Appendix A of these Minimum Operating Standards.
- e. Provide adequate lighting and electrical power in each hangar.
- f. Maintain interior and exterior structure, signs, and immediate grounds in high order.
- g. Respond to airport emergencies at the request of the Airport Manager or local authorities.

9. STANDARDS FOR AIRCRAFT REFUELING BUSINESSES.

- a. Aircraft refueling services will only be performed by an FBO.
- b. Furnish service in a fair, equal and nondiscriminatory manner to all airport users.
- c. Provide 24-hour service through automation or on-call response.
- d. Use industry best practices to provide continuous service. Minimize down time due to equipment failure or fuel outage.
- e. Provide adequate, serviceable fire suppression equipment.
- f. Provide readily visible exterior signage identifying business and telephone point of contact.
- g. Maintain equipment, structure, facilities, signs and grounds to high order.
- h. Provide trained personnel for fueling operations.

10. STANDARDS FOR FUEL STORAGE TANKS.

- a. All fuel storage tanks shall be installed above ground on a poured concrete foundation designed to support the weight and structure of the tank. The foundation shall be sized and the tank positioned on the foundation so that a minimum distance of three feet is established between the outer dimension of the tank and the outer dimension of the foundation in any direction.
- b. Aboveground Storage Tanks (AST) shall meet the standards and specifications of Underwriters Laboratories (UL) Standard 142/2080 or UL Standard 142/2085. All tanks shall be provided with integral secondary containment intended to prevent any leakage from the primary tank from entering the environment.

- c. AST shall be installed in accordance with the codes of the City of Fredericksburg to include the National Fire Protection Association (NFPA) codes. NFPA 30, the Flammable and Combustible Liquids Code, NFPA 30A, the Motor Fuel Dispensing Facilities Codes, and NFPA 70, the National Electrical Code, specifically apply.
- d. AST shall be installed and operated in accordance with the requirements of the U.S. Environmental Protection Agency to include the Code of Federal Regulations Title 40, Part 112, Oil Pollution Prevention.
- e. AST shall be installed and operated in accordance with the requirements of the Texas Commission on Environmental Quality to include Texas Administrative Code Title 30, Part 1, Chapter 334, Subchapter F, Aboveground Storage Tanks.
- f. Owners/Operators of AST shall maintain their sites free of trash and debris.
- b. Owners/Operators of AST shall insure that the vegetation within 15 feet of the concrete foundation on all sides is maintained at not more than 10 inches in height.
- c. Pollution liability insurance shall be purchased and maintained by the owner/operator of AST. Such insurance shall be written to provide for third party losses for releases from petroleum-based storage tank system and for cleanup costs of the site under applicable state and federal laws. This insurance will be for the amount of \$500,000 or greater and shall not have a deductible of more than \$10,000. The insurance must be written by an insurer approved by the County of Gillespie.
- d. Owners/operators of AST shall provide the Airport Manager with copies of an Aviation Fuel Dealer Permit issued by the Comptroller of the State of Texas, a Notice of Storage Tank Registration from the Texas Commission on Environmental Quality, a Certification of Registration for Weights and Measures from the Texas Department of Agriculture, and a Spill Prevention Control and counter Measures Plan prior to placing AST in service.

11. STANDARDS FOR DEDICATED USE CORPORATE OR PRIVATE HANGAR OPERATIONS.

- a. Provide toilet and rest room facilities inside the hangar for personnel who have access to the hangar.
- b. If aircraft maintenance or repair operations are undertaken, work shall proceed according to applicable FAA standards with personnel who are duly certified for the work.
- c. Provide adequate and serviceable fire suppression equipment.
- b. Provide adequate car parking, whether inside the hangar or outside, for personnel who use the hangar building.
- c. Lease and build at least the minimum land and hangar building per requirements of Appendix A of Minimum Operating Standards.
- d. Maintain the interior and exterior of the hangar building, aircraft ramp, signs and leasehold grounds in high order.
- e. Respond to airport emergencies at the request of the Airport Manager or local authorities.

12. STANDARDS FOR RENTAL CAR BUSINESS.

- a. The owner shall provide newer model vehicles in sound mechanical condition and in compliance with Texas vehicle laws.
- b. Provide vehicles on a non-discriminatory basis and operate the business according to applicable law.
- c. Provide a contact number for renting a car and for 24-hour roadside assistance.
- d. Provide a method for 24-hour key drop-off.

13. COMMENT. These Minimum Operating Standards complement the existing Gillespie County Airport Rules and Regulations, and the individual lease agreements signed between the County of Gillespie and airport investors. It is inevitable that as the airport grows, changes in the rules and regulations will be required. Likewise, it is likely that from time to time the Minimum Operating Standards may be adjusted for the purpose of improving the overall quality of service to the public at the airport.

APPROVED BY THE GILLESPIE COUNTY COMMISSIONERS COURT THIS
_____ DAY OF _____, 2023.

Daniel Jones, Gillespie County Judge

Attest: _____
Lindsey Brown, Gillespie County Clerk

**GILLESPIE COUNTY AIRPORT
MINIMUM OPERATING STANDARDS
APPENDIX A
BUILDING SPECIFICATIONS**

- A.1** All designs and plans for the construction of hangars and T- hangars at the Gillespie County Airport shall conform to current accepted construction practices and shall meet or exceed the requirements of the Southern Standard Building Code *and the* building codes of the City of Fredericksburg. All plans shall be sealed by an architect, or a structural engineer licensed to practice in the State of Texas. This certification is necessary to ensure adequate frame and roof life load capacity as well as wind loads on sidewalls and hangar doors. Certification by the manufacturer of pre-engineered buildings would be acceptable for this purpose.
- A.2** The following specifications shall be included in all design specifications relating to the construction of conventional hangars or T-hangars at the Airport:
- A.2.1 STRUCTURE.**
- A.2.1.1 Hangars shall be of the fully enclosed type.
- A.2.1.2 The roof and sidewalls shall be of standard steel construction conforming in design, fabrication, and erection to the requirements of the best practice for pre-engineered structures of this type. Each aircraft bay shall be a clear span with no structural members within the bay. Vertical component members shall be incorporated in the partition walls separating the bays. Any necessary cross bracing to prevent building shift shall also be incorporated into partition walls.
- A.2.1.3 Roof walls and hangar doors shall be covered by securely attached, pre-enameled (of a color approved by airport management) formed steel sheets of not less than 26 gauge. All roof and sidewall seams shall be lapped and sealed, so as to be weather tight. Flashing of not less than 26-gauge pre-enameled steel should be installed at sills, eaves, gables, ridges, and around doors or in any other place where required to make the hangars weather tight and prevent entrance of birds. Pre-formed seal strips shall be installed where necessary to seal openings created by pre-formed steel sheets being attached to flat framing of the structure and hangar doors.
- A.2.1.4 Each individual hangar bay may be separated from adjacent bays/rooms by partitions. Partitions, if provided, shall be constructed of pre-formed 26-gauge steel sheets extending from the floor to the roof with no holes large enough to allow birds to pass from bay to bay.
- A.3 HANGAR DOORS.** Each hangar bay shall be equipped with a door or doors that are designed for operation by one person. Both horizontal rolling and vertical bi-fold doors are acceptable. It is desired that a walk-in door be included for access to each bay. Walk-

in doors, if provided, shall include a cylinder lock. All doors should be equipped with necessary weather stripping to make a weather tight and bird tight installation.

A.2.2 ELECTRICAL. The electrical and light requirements for each hangar shall include as a minimum the following: one each 200 watts light fixture, and one each dual power receptacle. All wiring shall be encased in metal conduit.

A.2.3 FLOOR. Floors of hangars or T-hangars shall be of concrete or asphalt construction. Load bearing specifications shall meet or exceed criteria established by the architect or pre-engineered building manufacturer. Design and finishing shall provide proper fall for drainage so as to avoid "bird baths."

A.4 AVIATION SERVICE BUSINESSES.

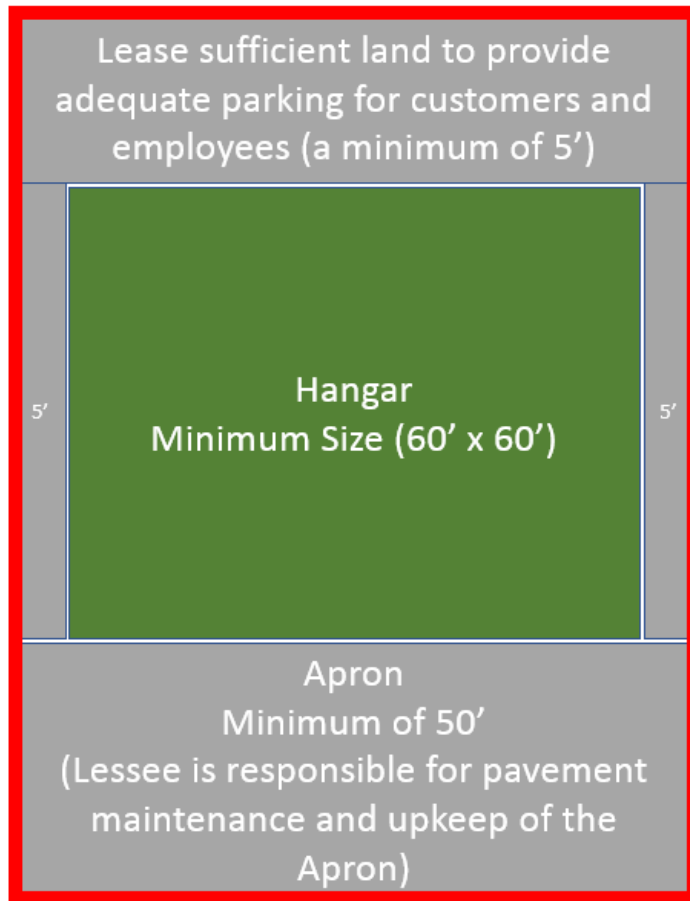
A.3.1 For purposes of this document, such businesses shall be defined as commercial operations which offer aircraft maintenance or repair, aircraft rental or charter service, fuel and oil products, flight instruction or certification, tie-down or transient hangar services, and other such support services to operators of aircraft. Such businesses may be privately owned and operated, according to guidelines, which follow.

A.3.2 Aviation Service Businesses as here defined, require prior authorization of the Commissioners Court to operate at the Gillespie County Airport, and shall comply with Airport Rules and Regulations and Minimum Operating Standards, as elsewhere defined.

A.3.3 Airport land is not available for sale for any purpose but may be available by lease at the discretion of the Commissioners Court. Lease guidelines which apply to Aviation Service Businesses are as follows:

1. Lease sufficient land to construct a hangar of 60' by 60' minimum size with an aircraft parking apron of at least 50 feet in the front of the hangar. The minimum tract of land required to be leased is 70' width (5' on both sides of the hangar) by 115' depth (50' in front and 5' in the back)(See Figure A1 for an example). Provided, however, that the minimum tract size required to be leased may be increased to provide adequate parking for customers and employees of the business.
2. The minimum hangar door opening is specified as 58 feet wide by 16 feet high.
3. Generally a term of 30 years maximum, with option of renewal for an additional 10 year term on such conditions as may then be agreed upon by the parties.
4. Rent is determined by the location. Gillespie County has a 3-tier rent scale. The areas near the runway have a higher rent than the other areas. In addition, these rates are subject to an annual adjustment by the Consumer Price Index. Contact the Airport Manager for the current rates. Where fuel is involved, there is an additional fuel flow fee per gallon of fuel dispensed (subject to Commissioners Court approval). The current fuel flow fee can be found on the approved Airport Rates and Fees document.

5. The lease agreement shall consider all responsibilities for, and costs of, the contemplated improvements, and assign them as may be agreed by the parties to the agreement, including but not limited to the following items:
 - A. Designation of site, and engineering works to establish boundaries and legal description.
 - B. Extensions of access road(s), provision of driveway(s), parking area(s) and sidewalks, as may be necessary for access to site, including the engineering specifications of such works which should be consistent with those of adjacent public improvements.
 - C. Provision of utility services as may be necessary to serve the purposes of the improvements.
 - D. Site preparation works including grade, fill, levels and drainage provisions.
 - E. Extension of taxiway(s) and provision of ramps or aprons for access of aircraft to improvements, including the engineering specifications of these works, which should be consistent with Minimum Operating Standards, Appendix B.
 - F. Detail specifications of buildings, which should be consistent with this regulation.
6. Insurance for the risk of Gillespie County to be provided by the Lessee.
7. Taxes on improvements are for account of Lessee.
8. Even though subleasing is discouraged and requires Commissioners Court approval, if the lessee pursues to sublease, the lessee will be required to pay a percentage of the gross rent generated by the sublease agreement. This percentage rate can be found on the current approved Airport Rates and Fees document.
9. The lease and leasehold interests may be transferred or assigned only by prior approval of the Commissioners Court.
10. Upon termination of the lease for whatever reason, all improvements revert to ownership of Gillespie County.



Minimum Lease Area

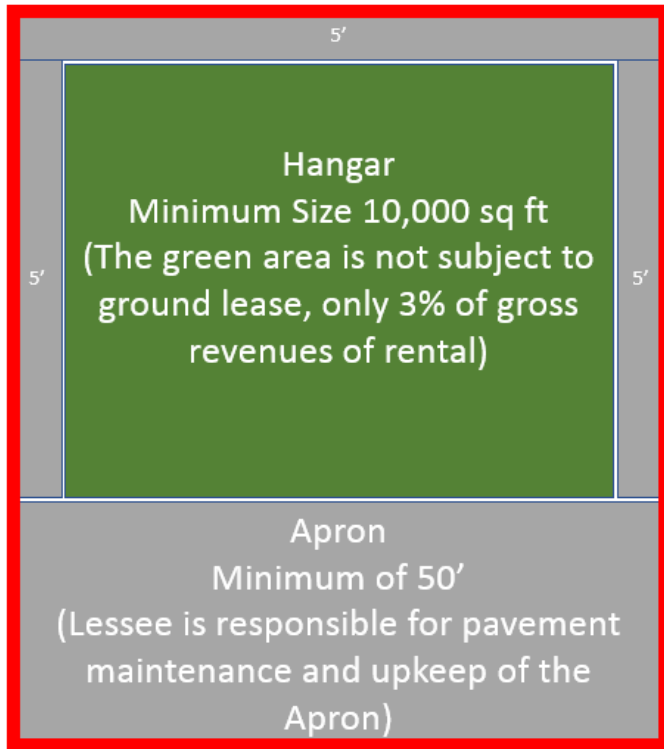
Figure A1. Service Business Hangar Example

A.5 AIRCRAFT STORAGE FACILITIES

A.4.1 For purposes of this document, such facilities shall be defined as those used for storage of aircraft and related materials, whether offered to the public by hire, lease or sale, or for private use. Aircraft Storage Facilities shall comply with Minimum Operating Standards. There shall be no commercial operations of any sort conducted in or from Aircraft Storage Facilities, except by express agreement of the Commissioners Court and then under terms as may be agreed. The location of such storage facilities shall be designated by the Airport Manager.

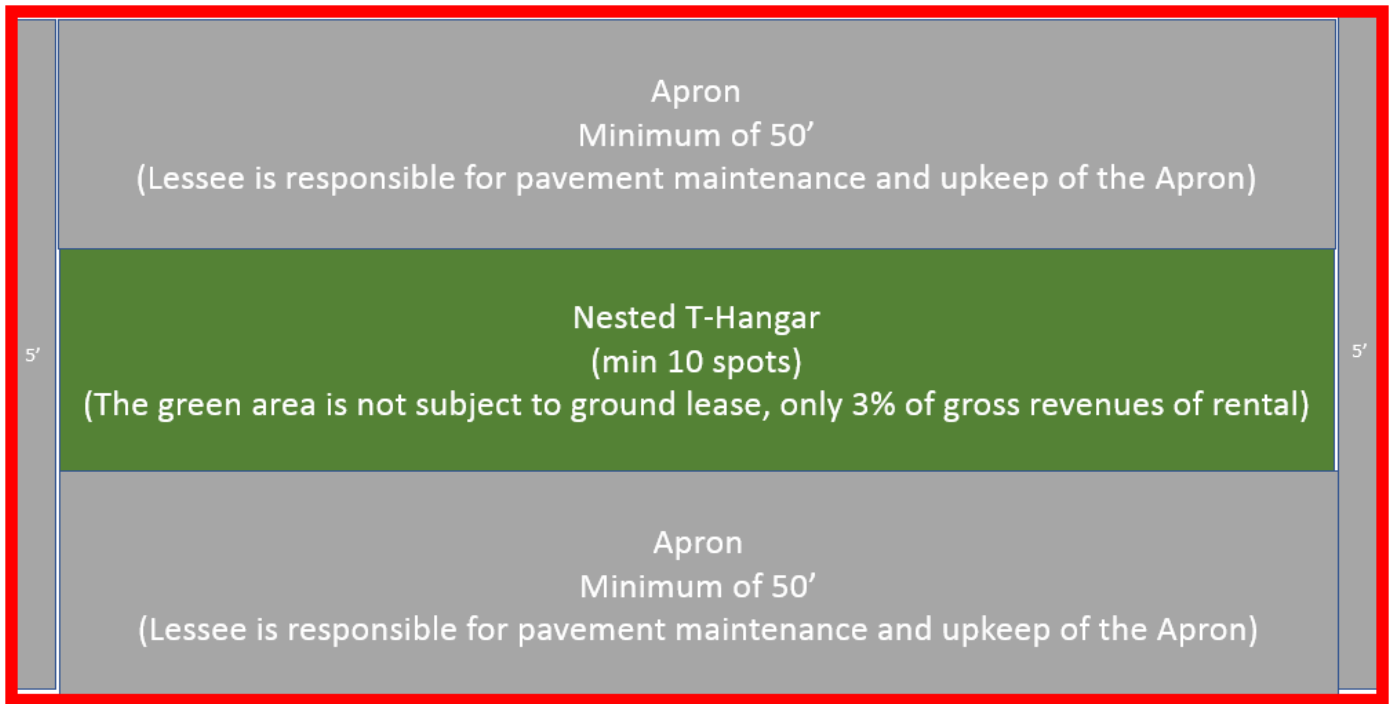
A.4.2 Aircraft Storage Facilities may be privately owned and operated, according to these guidelines. Land and improvements for Aircraft Storage Facilities are subject to similar guidelines as apply to Aviation Service Businesses, except that rent shall be 3% of gross revenues of rental in the case of the 'footprint' of the hangar building. As for the remaining lease areas, including the aprons, they fall within the 3-tier ground lease guidelines as described above in the "Aviation Service Businesses" section, paragraph A.3.3 (4.). Contact the Airport Manager for the current rates.

A.4.3 The minimum hangar size for an aircraft storage facility (Box Hangar) is established as 10,000 square feet (Figure A2), or in the case of Nested ‘T’ Hangars, ten (10) individual units (Figure A3). An aircraft storage facility operator must lease sufficient land to provide an aircraft approach ramp of a minimum of 50 feet in depth in the front of the hangar, plus 5 feet at each end of the structure and 5 feet at the back. For the Nested ‘T’ Hangars, the minimum of 50 feet in depth is required in both the front and back of the hangar.



Minimum Lease Area

Figure A2. Private Aircraft Storage “Box” Hangar Example



Minimum Lease Area

Figure A3. Private “Nested” T-Hangars Example

A.6 CORPORATE AND PRIVATE HANGARS

A.5.1 For purposes of this document, a Dedicated Use Facility shall be defined as all improvements, generally comprising an aircraft hangar, its support services and aircraft access ramp, undertaken for the long-term use of a specific user. Any such facilities shall comply with Airport Rules and Regulations and Minimum Operating Standards, as elsewhere defined.

A.5.2 Airport land is not available for sale for any purpose, but may be available by lease at the discretion of the Commissioners Court under the following Lease guidelines:

1. Lease sufficient land to construct a minimum hangar of 60' width by 60' depth, with a further minimum aircraft ramp provision of 50' depth by width of the hangar building. The minimum tract of land for hangar and aircraft ramp is 70' width (5' on both sides of the hanger) by 115' depth (50' in front and 5' in the back) (Figure 4).
2. Provide sufficient hangar building height to accept a minimum door opening onto the aircraft ramp area of 56' width by 16' height.
3. Hangar building construction shall conform to Minimum Operating Standards, Hangar and T-Hangar Specifications, but with further requirements for indoor toilets.
4. Term 30 years maximum, with option of renewal for an additional 10-year term on such conditions as may then be agreed upon by the parties.
5. Rent is determined by the 3-tier ground lease guidelines as described above in the "Aviation Service Businesses" section, paragraph A.3.3 (4.). Contact the Airport Manager for the current rates. Lessee may provide offices and/or shop facilities inside the hangar building, and such other amenities as are consistent with over-night use of personnel, but not with full-time residential living quarters. All such further provisions shall fit inside the hangar building plan rectangle.
6. Lessee shall bear all costs of his improvements, including but not limited to the following:
 - A. Survey and designation of site, and engineering works to establish boundaries and legal description.
 - B. Provision of driveway(s), car parking area(s), and walkways as may be needed for access to site, including engineering specifications of such works which should be consistent with those of public improvements elsewhere on the Airport.
 - C. Provision to site and building of services of Electricity, Water, Sewer and Telephone.
 - D. Site Preparation works including grade, fill, levels and drainage provisions.
 - E. Detail specifications of hangar building and aircraft ramp, which should be consistent with Minimum Operating Standards.
7. Insurance for the risks of Gillespie County to be provided by the Lessee.
8. Taxes on improvements are for account of Lessee.
9. Even though subleasing is discouraged and requires Commissioners Court approval, if the lessee pursues to sublease, the lessee will be required to pay a percentage of the

gross rent generated by the sublease agreement. This percentage rate can be found on the current approved Airport Rates and Fees document.

10. The lease and leasehold improvements may be transferred or assigned only by prior approval of the Commissioners Court.
11. Upon termination of the lease for whatever reason, all improvements revert to ownership of Gillespie County.



Figure A4. Private Hangar Example

A.7 NOTICE OF CONSTRUCTION

A.6.1 Any person or their agent who intends to sponsor construction shall *in coordination with the Airport Manager* submit notice to the FAA Regional Air Traffic Division, through the Texas Department of Transportation Division of Aviation, on Form 7460-1, "Notice of Proposed Construction or Alteration," if the proposed construction or alteration, regardless of height or location, will be on the Airport.

A.6.2 The notice of Proposed Construction or Alteration shall be filed at least 45 days prior to the date at which construction or alteration of a structure will begin.

A.8 APPROVAL BY COMMISSIONERS COURT. Plans for construction or alteration of buildings at Gillespie County Airport must be submitted to the Airport Manager for review and approval by the Commissioners Court not less than 45 days prior to the planned start of construction.

**GILLESPIE COUNTY AIRPORT
MINIMUM OPERATING STANDARDS
APPENDIX B
PAVEMENT SPECIFICATIONS**

B.1 PURPOSE: The purpose of this Appendix is to provide the Gillespie County Airport standards and requirements for grading and pavement.

B.2 DEFINITIONS:

- Owner: Gillespie County represented by Airport Manager or designated representative.
- Developer: Lessee who is developing a project at the airport
- Contractor: The contractor may be working directly for the Owner (Gillespie County), or Lessee.
- Testing Laboratory: laboratory qualified to test subgrade, base, or hot mix that is approved by Owner.

B.3 GRADING:

B.3.1 MATERIALS TO BE REMOVED, STOCKPILED AND REUSED; OR REMOVED FROM THE SITE:

1. Topsoil
 - a) Areas of constructed facilities in fill areas: The topsoil in the area of constructed facilities and for a distance of at least two (2) feet past construction lines shall be removed to a depth of at least 6 inches. It is intended that stripping these 6 inches of material will remove grass and other vegetative matter. This topsoil shall be stockpiled by the contractor for use in final grading of the project. A minimum of 4 inches of topsoil is to be placed on areas that have been worked.
 - b) Cut Areas: The topsoil shall be stripped to a depth of at least 6 inches to a distance of at least two (2) feet past construction lines. If suitable, this material shall be stockpiled by the contractor for use in final grading of the project.
 - c) Topsoil shall be fertile soil, free from objectionable material and be readily able to support growth of planting. Soil excavation in "a." and "b." above containing vegetative or other objectionable material not suitable for topsoil shall be removed from the site by the contractor.
 - d) Excess topsoil shall be stockpiled on the airport property or removed from the site as designated by Owner.
2. Rocks and stones excavated shall be removed from the site or as directed by the Owner.

3. The subgrade shall be excavated to allow for placement of the base material and paving. Suitable material shall be utilized in fill areas.

B.3.2 SUBGRADE

1. Subgrade in fill areas shall be scarified to a depth of at least 6 inches then watered, bladed, and compacted. This may be waived if, in the opinion of the engineer or by acceptable test, the subgrade is dense. The remaining subgrade shall be placed in 6-inch compacted depths watered, bladed and compacted utilizing material from "I.1.b." above.
2. Subgrade in cut areas shall be scarified to a depth of at least 6 inches in preparation for adding material as required. Then the subgrade shall be watered, bladed and compacted to grade. This may be waived if, in the opinion of the engineer or by acceptable test, the subgrade is dense. This waiver must be approved by Owner to be effective.
3. Compaction of the subgrade shall be verified by proof rolling the entire area with approved compaction equipment. Unstable areas, including sand pockets, shall be reworked, removed, or replaced. It is intended that the compaction of the subgrade be 95% of the maximum dry density determined using Texas SDHPT Test Method TEX 113-E with a compactive effort as recommended in the test method. If the subgrade compaction is questionable, in the opinion of the Owner, then the contractor shall obtain the services of an approved testing laboratory and verify the compaction by testing. The cost of testing shall be paid by the contractor.
4. INSPECTION: Prior to installation of the base material, the compacted subgrade shall be inspected and approved by the Owner. The contractor shall provide notice at least 24 hours prior to the time when the inspection is needed.

B.3.3 SUBBASE MATERIAL

1. The subbase material shall be placed on the prepared subgrade sprinkled, bladed and compacted.
2. Subbase compaction: The compaction required for the subbase shall be the same as compaction for subgrade, see item "II.3." above.

B.3.4 BASE MATERIAL

1. Base material shall conform to TxDOT, 2014 "Standard Specifications for Construction of Highways and Bridges", Item 247, Type A, Grade 1, 2, or 5: Crushed Limestone Base Material.
Base Material Thickness in Parking Areas, Drive Lanes, and Aircraft Areas:
0.833 feet (10 inches)
2. The base material shall be sprinkled, mixed and compacted utilizing approved compaction equipment.
3. Base Material Compaction: The flexible base should be moistened to within 2% of optimum moisture content and compacted to at least 100% of the maximum dry density as determined by TEX-113E.
4. Base Material Compaction Quality Control: The contractor shall retain the services of an approved engineering testing laboratory for the purpose of quality control during base construction. The contractor shall include the cost of this

testing in the contract and pay for same. In place density tests shall be performed for each 500 sq. yd of surface area of the compacted base material, minimum of 3 locations. The contractor shall furnish the Owner with copies of the test reports of density testing.

5. Base Material Finish
 - a. It is the intent of this specification to obtain a complete course, or courses, of flexible base of uniform moisture and density with a closely knit surface free from laminations, cracks, ridges or loose material and to the surface requirements specified.
 - b. Upon completion of the base work, the surface shall be smooth and in conformity with the typical sections and to the established lines, grades and suitable for application of surface paving. Deviations in excess of 1/4 inch in 10 feet shall be corrected. All irregularities, depressions, or weak spots which develop shall be corrected.
6. INSPECTION: Prior to the installation of the paving, the compacted base material shall be inspected and approved by the Owner. The contractor shall provide notice at least 24 hours prior to the time when the inspection is needed.

B.4 PAVING - HOT MIX ASPHALTIC CONCRETE (HMAC)

B.4.1 THIS ITEM SHALL CONSIST OF A WEARING SURFACE COMPOSED OF HMAC CONSTRUCTED ON THE PRIMED AND PREPARED BASE MATERIAL.

B.4.2 MATERIALS.

1. The prime coat should consist of an emulsified asphalt conforming to TxDOT Item 300.2 (4) and be applied at a minimum application rate of 0.20 gal per sq. yard.
2. HMAC. The asphalt concrete surface course for parking lots and driveways should be plant mixed, hot laid Type D (Fine Graded Surface Course) meeting the specification requirements of Item 340, of TxDOT, 2014 "Standard Specifications for Construction of Highways, Streets and Bridges".
 - The use of RAP (Recycled Asphalt Pavement) or RAS (Reclaimed Asphalt Shingles) in the mix design is prohibited for taxiways and aprons.
 - For development outside the leased area, it is the responsibility of the developer to provide lab test of the base and hot mix material at the request of the Owner.

B.4.3 CONSTRUCTION METHODS

1. The finished base material shall be primed. The prime coat shall be applied so that a uniform and complete coverage is obtained. The contractor shall take care to avoid spraying concrete curbs and other structures during priming. Prime coat asphalt on exposed concrete surfaces shall be removed by the contractor.

2. The asphaltic concrete shall be finished without depressions, ridges or high spots. The finished compacted thickness of the asphaltic concrete shall be not less than 2 inches.
 - a. Manholes and Valve Covers. All manhole and valve covers shall be covered with thin plywood or other suitable material before paving to prevent them from being paved over. These covers will then be uncovered after paving operations and the exposed asphalt edges tamped to achieve a smooth durable transition between the cover and the asphalt surface.
3. Asphalt on concrete curbs shall be removed.
4. Protect newly finished pavement from all traffic until cleared by the engineer.

B.4.4 QUALITY CONTROL

1. The contractor shall employ the services of a testing laboratory which is approved by Owner to evaluate in-place density.
 - a. Density. It is intended that the HMAC be applied and compacted to achieve a minimum of 95% of theoretical density.
2. Smoothness. Finished surface must be smooth to within 1/4 inch in 10 feet.

B.5 PAVING – CONCRETE PAVEMENT (Special Provisions) THE FOLLOWING ARE MINIMUM SPECIFICATIONS FOR PRIVATE HANGAR EXTERIOR CONCRETE WITH LIGHT AIRCRAFT. ANY AREAS THAT ARE ANTICIPATED TO HAVE HEAVY AIRCRAFT OR TRUCK TRAFFIC SHOULD BE DESIGNED FOR THE RESPECTIVE LOADS.

1. Light Duty Aprons – 6-inch thickness with #4 bars on 12” o.c.e.w. over compacted subgrade or limestone base private hangar apron extensions into County land. Control joints shall be provided with maximum spacing of 20 feet. All joints in County concrete will have sealant to reduce weed growth. Concrete pavement shall have grading plan designed to prevent ponding of water.
2. Hydraulic cement concrete shall be Class A or P with 28-day compressive strength of 4,000 psi.
3. Finishing: Broom Finish.

B.6 ACCEPTANCE: FOR DEVELOPMENT OUTSIDE THE LEASED AREA, THE DEVELOPER WILL PROVIDE A “BILL OF SALE” TO THE COUNTY. THIS FORM WILL BE REQUIRED PRIOR TO ACCEPTANCE OF WORK AND WHEN COUNTY WILL ACCEPT OWNERSHIP/MAINTENANCE OF THE IMPROVED AREA. ALL WORK AREAS SHALL BE CLEANED OF DEBRIS. UNPAVED AREAS SHALL HAVE TOPSOIL AND BE RESTORED WITH SEEDING OR PERMANENT EROSION CONTROLS.

GILLESPIE COUNTY AIRPORT

RULES AND REGULATIONS



11/13/2023

GILLESPIE COUNTY AIRPORT RULES AND REGULATIONS

An order providing rules and regulations for the efficient and safe operation of the Gillespie County Airport (hereafter referred to as the "Airport"); providing that no person may use the Airport for the carrying on of commercial activities, for instruction in aviation, for sale of any commodities, etc. unless approved in writing by the Gillespie County Commissioners Court or the Airport Manager; providing rules and regulations for use of the Airport; regulating air and ground traffic; regulating the use of aircraft; providing for fire regulations; regulating student training and practice flying; providing standards for the construction of buildings at the Airport; and providing penalties for violations; all as authorized by the "Municipal Airports Act," Tex. Civil Stat., Ann., Art. 46d-1 et seq.

Be it Ordered by the Commissioners Court of the County of Gillespie, Texas.

Section I. Scope

1. All persons on any part of the property comprising the airport shall be governed by the regulations prescribed herein and instructions of the Airport Manager. These regulations are subject to amendment.
2. Federal air traffic rules of the Federal Aviation Administration (FAA) for aircraft operated within the United States, as amended, are hereby referred to, adopted, and made a part hereof as though fully set forth and incorporated herein.

Section II. Airport Manager

1. The Commissioners Court shall appoint an airport manager to oversee the operation of the airport and its public facilities. The Airport Manager is hereby granted authority to implement these regulations and other guidelines that may be recommended by the Airport Advisory Board and approved by the Commissioners Court. The Airport Manager shall at all times have authority to take necessary and legal actions to safeguard any person, aircraft, equipment or property at the Airport.

Section III. General Regulations

1. Commercial Enterprise.
 - A. For purposes of this document, Commercial Enterprise shall mean any activity at the Airport which involves the exchange of goods or services for consideration. The Commissioners Court shall regulate all commercial enterprises using the Airport as a place of operation, whether such operation is aeronautical or non-aeronautical in nature, in order to obtain appropriate revenues for the privilege of use of the Airport and secure proof of financial responsibility in relation to any liability of the County of Gillespie which might arise from commercial operations. No commercial operation of any kind or type shall be conducted on the Airport unless specifically authorized by the Commissioners Court.

B. The County may lease property within the building area or other portions of the Airport for the construction of hangars, buildings, or other improvements, in accordance with the approved Airport Layout Plan. Aviation related use shall be given priority. Land within the airport boundary that is excess to existing aviation related needs may be leased for non-aviation purposes in accordance with applicable FAA guidelines.

C. Any privately owned structure or hangar not in use for aviation purposes for a period in excess of ninety (90) days or not available for lease or sublease for aviation purposes shall be removed after due notice to the owner in writing or the Commissioners Court will consider such structures or hangars abandoned and shall seek title to such structure or hangar. The provisions of this paragraph do not apply to structures within the 24-acre business site designated for non-aviation use.

D. Leased property at the Airport may be subleased by the Lessee only with written approval of the Commissioners Court. This provision is not intended to preclude the rental of hangar units/space in an aircraft storage building constructed specifically for that purpose. Approval by the Commissioners Court of the lease of property for the construction of an aircraft storage facility specifically implies approval for rental of units/space within the facility.

E. All construction at the airport must be authorized by the Commissioners Court. Standards for hangar and T-hangar construction are included as Appendix A of Minimum Operating Standards. Southern Standard Building Code will apply to other structures erected at the airport. Structures existing at the airport at the date of this instrument are grandfathered from the above standards.

2. Privilege of Use.

A. The privilege of use of the airport and its facilities, whether for commercial or non-commercial purposes, shall be available on non-exclusive and non-discriminatory terms, by prior approval of the Airport Manager or the Commissioners Court, for activities which comply with these Rules and Regulations and the Minimum Operating Standards of the Airport, as elsewhere defined. The user shall assume all responsibilities and risks arising from such use, and user shall comply with all valid laws, resolutions, rules and regulations promulgated and enforced by the County or by any other authority having jurisdiction over the conduct and operation of the Airport.

B. Use of the Airport or any part thereof for any public or private show, recreational activity, tour, demonstration or any purpose other than the usual and ordinary business of the Airport, shall require the prior approval of the Airport Manager or Gillespie County Commissioners Court at least 30 days prior to the event. Minimum requirements shall include an acceptable form of proof of financial responsibility as well as release and indemnification of the County, its officers and employees or agents from any liabilities or loss resulting from such use, provision of suitable toilet facilities for public use, and provisions for parking and crowd control.

3. Rights to Inspection of Premises, Structures.

A. For the purpose of insuring compliance with these rules and regulations, the Airport Manager may enter, inspect, and examine at reasonable hours the premises, including buildings and other structures, of any tenant at the Airport.

4. Licensed Aircraft and Pilots.

A. Only properly registered aircraft and persons holding current airman certificates issued by the FAA and either a medical certificate issued by the FAA, or a BasicMed exam by a state licensed physician shall be authorized to operate aircraft upon the Airport except as provided in this order. This limitation shall not apply to students in training under licensed instructors nor to public aircraft of the Federal government or of a State, Territory, or political subdivision thereof, or to aircraft licensed by a foreign government with which the United States has a reciprocal agreement covering the operation of such licensed aircraft. The Sport Pilot rule allows a pilot to fly light-sport aircraft without the need for an FAA medical certificate. However, a sport pilot must hold at least a current and valid U.S. driver's license in order to exercise this privilege. Ultralight vehicles and rotorcraft may operate at the Airport in accordance with applicable FAA regulations.

5. Registration.

A. Upon request by the Airport Manager, or at least once a year, each person owning an aircraft based at the Airport (except tenants of aircraft storage hangars) shall provide the Airport Manager with data on their aircraft. At a minimum, such data shall include the name of the aircraft owner, phone number of the aircraft owner, aircraft make and model and aircraft registration number.

B. Operators of aircraft storage hangars shall provide the same required information stated above to the Airport Manager of their current hangar occupants. This information shall only be used to update the based aircraft website and in case of an emergency.

Section IV. Vehicle Operations.

1. Vehicular traffic at the airport shall be confined to roads and avenues of passage provided for that purpose and shall be operated at speed not greater than that reasonable and prudent for the location and conditions.

2. Vehicles will not routinely be operated on aircraft parking ramps and aprons. The use of vehicles to transport passengers and luggage to aircraft on the parking apron is permitted. Non-official vehicles are prohibited from operation on the runway and taxiway without prior approval of the Airport Manager.

3. Official vehicles performing service and maintenance activities on the landing surface should be marked with a flashing beacon light on the vehicle roof or a checkered orange and

white flag mounted conspicuously on the vehicle. Flashing vehicle hazard lights are an acceptable substitute. It is desirable that such official vehicles have a ground to air radio transceiver tuned to the local UNICOM frequency while operating on the landing surface.

4. A designated car park area is available at the Terminal Building for transient visitors only. Long-term or semi-permanent parking shall be restricted to an area designated by the Airport Manager for that purpose.

5. The Airport Manager may cause any vehicle which is disabled, abandoned, or parked in violation of these rules, to be removed to the lot of a licensed tow truck company at the owner's expense without liability for damage which may result in the course of such moving.

6. Aircraft owners may park vehicles in their rented hangar space during the absence of their aircraft and avoid parking on aircraft ramp or apron.

Section V. Aircraft Fueling Operations.

1. Aircraft shall not be fueled while the main engine (s) is running (unless prior approval by the Airport Manager and only in extreme cases) or while in a storage hangar or other enclosed space. Aircraft may be defueled in an aircraft service hangar provided adequate grounding, ventilation and fire suppression equipment is available.

2. Prior to making any fueling connection to an aircraft, the fueling equipment (fuel pump, hydrant servicer, fuel truck) shall be bonded to the aircraft by use of a cable suitable for that purpose and approved by the County Fire Marshall. The bond shall be made prior to fueling and maintained until fueling is completed and fuel connections have been removed. If there is no plug receptacle or means of attaching a clip, the operator shall touch the filler cap with the nozzle spout before removing the cap so as to equalize the static electrical potential between the nozzle and the filler port. The nozzle spout shall be kept in contact with the filler neck until the fueling is completed. When a funnel is used in aircraft fueling, it shall be kept in contact with the filler neck as well as the fuel spout or the fuel supply container to avoid the possibility of a spark at the fill opening. Only metal funnels shall be used for fueling. Bonding and fueling connections shall be disconnected in the reverse order of connection after fueling is completed.

3. All aircraft shall be fueled clear of all hangars, other buildings, and aircraft.

4. Fueling trucks shall not be parked within any building or hangar or within 50 feet of any building, hangar or parked aircraft, unless servicing aircraft, or for inclement weather.

5. Aircraft fuel storage tanks for above ground use shall be constructed and installed, registered as required, monitored for leakage, operated, and maintained in accordance with Federal and State statutes, rules and regulations promulgated by the Environmental Protection Agency and the Texas Commission on Environmental Quality or any succeeding agency.

6. Aviation or auto fuels shall not be stored within a storage hangar or building except in

small quantities (less than 5 gallons) and in approved containers manufactured and marked for such purposes. Operators of aviation service businesses may temporarily store aviation fuels in their hangar when it is necessary to defuel an aircraft.

7. Aircraft authorized by the FAA to use auto gas may be privately fueled by the owner in a location designated by the Airport Manager in accordance with all rules pertaining to aircraft fueling outlined above.

8. All aviation fuel storage tanks, aviation fuel pumps, hydrant fuel services, and aircraft fuel service vehicles operated at the airport shall have the type of aviation fuel dispensed printed in large block letters, including octane if aviation gasoline, and the fuel I.D. number, and "NO SMOKING" signs. This information shall be printed on all sides of the fueling tanks, pumps, etc. so the information is visible from any direction on the ground.

9. At least one 20 lb fire extinguisher shall be available at each stationary fuel pump when an aircraft is being refueled.

10. Aircraft fuel service trucks shall have a minimum of two 20 lb fire extinguishers located at the rear of and on each side of such truck.

11. Aircraft fuel service trucks shall have an "Emergency Cut-Off" valve which shall be clearly identified and painted red.

12. All aviation fuel nozzles shall have "dead man" controls which shall shut off the fuel flow when the hand control is released. Nozzles with mechanical hold open devices shall not be permitted for fueling aircraft.

13. The crew and passengers shall exit aircraft and aircraft shall be unoccupied during fueling operations.

14. In all matters related to aircraft fueling safety, the provisions of the National Fire Protection Association Manual 407, "Aircraft Fuel Servicing, 1990" or as revised, available from the National Fire Protection Association, 1 Batterymarch Park, P. O. Box 9101, Quincy, MA 02269-9101, shall prevail.

15. All tenants providing fueling operations must be in compliance with the Storm Water Pollution Prevention Plan.

16. Fuel Flowage Fee

A. There is an additional fuel flow fee per gallon of fuel dispensed (subject to Commissioners Court approval). The current fuel flow fee can be found on the approved Airport Rates and Fees document.

B. Payment to the County of all fuel flowage fees due must be made not later than the

tenth (10th) day of the month following the date of the fuel dispensed.

Section VI. Aircraft Ground Operations.

1. Tiedown of Aircraft

A. All aircraft owners or their agents are responsible for the tiedown and security of their aircraft at all times, particularly during inclement weather.

B. Aircraft without functional parking brakes shall have their wheels chocked when parked on the ramp or apron.

C. Owners/operators of non-transient aircraft shall pay a tie down fee per month for the occupancy of a tie down space. This fee is payable without demand beginning on the 30th day after the space is occupied and each successive month thereafter. The current non-transient tie down fee can be found on the approved Airport Rates and Fees document. Payment shall be in lawful currency of the United States made payable to the County of Gillespie, Texas by mail or delivery.

D. Non-transient aircraft shall be parked on the north aircraft parking apron. The parking of non-transient aircraft on the terminal building aircraft parking apron is not permitted.

E. From time to time for special occasions, the Airport Manager/Sponsor may charge fees for tie down usage for all (transient and non-transient aircraft). If this happens, the Sponsor will give plenty of prior notice and publish the fee amount on the airport website.

2. Running Aircraft Engines

A. Aircraft not equipped with adequate brakes shall not be started until the wheels have been set with chocks attached to ropes or other suitable means of removing them.

B. No aircraft shall be started or left running without a qualified person at the controls.

C. No aircraft engine shall be started or run inside any building or hangar.

D. No engine shall be started, run up, or warmed up until and unless the aircraft is in such a position that the propeller stream or jet blast will clear all buildings, other aircraft, and groups of people.

3. Damage to Runway Lights

A. Any person damaging any runway or taxiway light or fixture by operation of an aircraft, or otherwise, shall immediately report such damage to the Airport Manager. Persons causing damage as a result of negligent operation of an aircraft or willful acts shall be liable for replacement cost of the light(s) and/or fixture(s) and may be restricted from use of the airport as provided for in this order.

4. Taxiing Aircraft

A. Aircraft will be taxied at a safe and prudent speed and in such manner as to be under the control of the pilot in command at all times.

B. Aircraft shall not be taxied by engine power into or out of a hangar or T-hangar.

5. Parking Aircraft

A. Unoccupied aircraft shall not be parked or tied down within any protected area (object free area, runway safety area, etc.) as described in FAA AC 150/5300-13 (latest change) and all aircraft not hangered shall be parked in the areas designated by the Airport Manager for that purpose.

B. Aircraft shall not be parked within fifty (50) feet of an aircraft fuel pump or fuel service truck parking area.

C. Aircraft shall not be parked in such a manner as to hinder the normal movement of other aircraft unless specifically authorized by the Airport Manager as an emergency measure.

D. It is the responsibility of the pilot in command when leaving a parked aircraft unattended to see that the brakes are set and / or it is properly chocked and / or tied down.

6. Loading/Unloading Aircraft

A. Pilots are prohibited from loading or unloading aircraft with the engine(s) running. Exception will be approved by the Airport Manager.

Section VII. Takeoff and Landing Operations

1. Authority to Suspend Operations

A. The Airport Manager may suspend or restrict any or all operations whenever such action is deemed necessary in the interest of safety, provided operations under instrument meteorological conditions may be continued by properly instrument-rated pilots following appropriate flight rules.

2. Active Runway

A. If the winds are less than 5 knots or at a ninety (90) degree crosswind to Runway 14, use of Runway 14 is preferred.

3. UNICOM

- A. All pilots with radio equipped aircraft shall call on the local UNICOM frequency 122.7 to announce their position and intentions for takeoff or landing.
- 4. Takeoffs on Other Than Runways
 - A. Takeoffs or landings shall not be made on the apron, parking ramp, taxiway, or any area other than designated runways by airplanes, gyroplanes, powered lift, balloons, airships, ultralights, or light sport aircraft except by prearranged permission from the Airport Manager or in the designated grass operating area within the RSA.
 - B. Helicopters may operate to and from designated helicopter landing areas.
- 5. Takeoffs Allowed
 - A. Low approach, full stop, touch and go, or stop and go landings may be made at the discretion of the pilot in command. Pilots remaining in the traffic pattern making landings should broadcast on the CTAF their pattern direction of turn and their landing (low approach, full stop, touch and go, stop and go) intentions at least by the final segment leg. All aircraft departing shall clear the traffic pattern for traffic before taxiing into takeoff position.
- 6. Traffic Pattern
 - A. Preferred traffic pattern altitude at the Airport is 1000 feet above ground level (AGL), which is 2700 feet above mean sea level (MSL). Traffic pattern altitude shall be established prior to entering traffic.
 - B. Preferred traffic pattern entry is at mid-field with a 45 degree turn to the downwind leg. Straight-in approaches are discouraged.
 - C. Aircraft may depart traffic straight-out or with a 45 degree departure from the crosswind leg. Downwind departures are discouraged.
- 7. Student Training and Practice Flying

Flight instructors shall inform students of all rules and regulations in effect at the Airport.
- 8. Special Procedures
 - A. The Airport Manager may, in the interest of safety, designate special traffic procedures for certain operations, such as helicopters, air shows or aviation fly-ins, agricultural operations, gyroplanes, powered lift, gliders, balloons, airships, ultralights, and light sport aircraft in the weight shift control or powered parachute class. Any such change from standard procedures shall be published in the FAA's Airport / Facility Directory if of a permanent nature or the Airport Manager shall issue a NOTAM if such

change is if a temporary nature.

B. Permanent changes require filing through TxDOT Aviation Division to the FAA. Temporary closing of a portion of the airport for special events will be approved by the FAA, through TxDOT Aviation Division.

C. Air shows shall not be conducted without prior permission of the Commissioners Court and shall be subject to FAA approval and supervision.

D. Parachute jumping onto the Airport property shall not be permitted without the approval of the Commissioners Court.

9. Flying of Model Airplanes and Drones

A. Model aircraft not capable of carrying a person and drones shall not be permitted to operate, take off or be launched from, flown over or land at the Airport. Model A/C operations for specific aeronautical events such as fly-ins or air shows may be approved for specific times by Commissioners Court.

Section VIII. Flying Clubs

1. A Flying Club (“Club”) shall meet the following standards:

A. At the time of applying for a lease, license, permit or agreement to operate at the Airport, the Club shall furnish the Airport Manager with a copy of its documents of organization; the Club’s list of members, including names of officers and managers; evidence of required insurance; a description of all aircraft used; evidence that such aircraft are properly certificated; evidence of ownership or lease agreement of such aircraft; and any operating rules of the Club.

B. All aircraft used by the Club shall be owned by the Club or leased by written agreement to the Club.

Section IX. Environmental Issues and Indemnification

1. Any tenant of the Airport, its agents, employees, independent contractors, or sub lessee shall not install, store, use, treat, transport or dispose of any:

A. Asbestos in any form

B. Urea formaldehyde foam insulation.

C. Transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls in excess of 50 parts per million; or

D. Any other chemical, material, air pollutant, toxic pollutant, waste, or substance which

is regulated as toxic or hazardous or exposure to which is prohibited, limited or regulated by the Resource Conservation Recovery Act, the Comprehensive and Environmental Response Compensation and Liability Act, the Hazardous Materials Transportation Act, the Toxic Substances Control Act, the Clean Air Act, and/or the Clean Water Act or any other federal, state, county, regional, local or other governmental authority or which, even if not so regulated, may or could pose a hazard to the health and safety of the occupants of the Leased Premises, and which is either:

- 1) in amounts in excess of that permitted or deemed safe under applicable law;
 - 2) or in any manner which is prohibited or deemed unsafe under applicable law.
- (The substances referred to in (A), (B), (C) or (D) are collectively referred to hereinafter as "Hazardous Materials").

2. Environmental Cleanup Laws – An Airport tenant will, at their own expense, comply with all existing or hereafter enacted laws relating to Hazardous Materials (collectively, "Cleanup Laws") in effect at the time of the lease, and all future laws thereafter. An Airport tenant will, at their own expense, make all submissions to provide all information to, and comply with all requirements of the appropriate governmental authority (the "Authority") under the Cleanup Laws. Should any Authority require that a cleanup plan be prepared and that a cleanup be undertaken because of the existence of Hazardous Materials which were installed, stored, used, treated, transported, disposed of or discharged on the leased premises, by an airport tenant, its agents, employees, independent contractors or sub lessees during the term of a lease, the Airport tenant will prepare and submit the required plans and financial assurances in accordance with such Cleanup Laws. The Airport shall be indemnified and held harmless from and against all obligations, damages, injunctions, fines, penalties, demands, claims, costs, expenses, actions, liabilities, suits, proceedings and losses of whatever nature (including, without limitation, attorneys' fees and court costs), and all cleanup or removal costs and all actions of any kind arising out of or in any way connected with the installation, storage, use, treatment, transporting, disposal or discharge of Hazardous Materials in or on the leased premises by an Airport tenant.

3. Environmental Notices – An Airport tenant shall promptly supply the Commissioners Court with copies of any notices, correspondence and submissions made or received from any governmental authorities of the United States Environmental Protection Agency, the United States Occupational Safety and Health Administration, or any other local, state or federal authority that requires submission of any information concerning environmental matters or Hazardous Materials.

4. Environmental Survival – An Airport tenant's liability pursuant to any environmental issue shall survive the expiration or earlier termination of their lease.

5. Storm Water Compliance

A. The Airport is subject to federal storm water regulations, 40 C.F.R. Part 122 for "vehicle maintenance shops" (including vehicle rehabilitation, mechanical repairs, painting, fueling and lubrication), equipment cleaning operations and/or deicing operations that occur at the Airport as defined in these regulations and, if applicable, state storm water

regulations. Each Airport tenant shall become familiar with these storm water regulations if it conducts “vehicle maintenance” or operates equipment cleaning operations and/or deicing activities as defined in the federal storm water regulations.

B. The County shall take steps necessary to apply for or obtain a storm water discharge permit as required by the applicable federal and/or state regulations, including the leased property occupied or operated by an Airport tenant. A storm water discharge permit issued to the County may name an Airport tenant as a co-permittee.

C. An Airport tenant’s close cooperation is necessary to ensure compliance with any storm water discharge permit terms and conditions, as well as to ensure safety and to minimize costs. An Airport tenant may have to implement and maintain “Best Management Practices”. to minimize the exposure of storm water (and snow melt) to “significant materials” generated, stored, handled or otherwise used as defined in the federal storm water regulations.

D. The County’s storm water discharge permit is incorporated by reference into each lease and any subsequent renewals.

E. The County will provide an Airport tenant with a written notice of those storm water discharge permit requirements that are in the County’s storm water permit, that a tenant will be obligated to perform from time to time, including, but not limited to

- 1) certification of non-storm water discharges;
- 2) collection of storm water samples
- 3) preparation of storm water pollution prevention or similar plans
- 4) implementation of “good housekeeping” measures or best management practices; and maintenance of necessary records.
- 5) Such written notice shall include applicable deadlines and an opportunity to dispute any of the storm water discharge permit requirements.

F. Each Airport tenant shall participate in any organized task force or other work group established to coordinate storm water activities of the Airport.

6. Non-Discrimination Covenants

A. Each lease will include as a covenant running with the land to insure that:

- 1) no person on the grounds of race, color, sex, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the leased property;
- 2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person, on the grounds of race, color, sex or national origin, shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination.

B. The right to conduct aeronautical activities for furnishing services to the public is

granted to an Airport tenant subject to the agreement:

- 1) To furnish said services on a fair, equal and not unjustly discriminatory basis to all users.
- 2) To charge fair, reasonable, and not unjustly discriminatory prices for each unit or service provided an allowance may be made to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

7. Insurance – An Airport tenant shall during the term of lease maintain at their cost and expense insurance relating to the leased premises as follows:

- A. Insurance against loss or damage to improvements by fire, lightning, and other risks included under standard extended coverage policies.
- B. General public liability insurance against claims for bodily injury, death or property damage occurring on, in, or about the leased premises, such insurance to afford protection to County of not less than \$500,000.00 with respect to any one person, \$1,000,000.00 with respect to any one accident and not less than \$200,000.00 with respect to property damage.
- C. Hangar keeper’s liability insurance providing coverage for aircraft not owned by the tenant in the following limits: \$200,000.00 per aircraft and \$400,000.00 per occurrence on property damage to aircraft in the care, custody, or control of tenant.
- D. All such policies of insurance shall be issued by insurance companies acceptable to the County, shall name the County as an additional insured or loss payee, as the case may be, and shall provide for at least ten (10) days written notice prior to cancellation or modification.
- E. Certificates of such required insurance shall be furnished by Lessee to Lessor and certificates presently then in effect shall be on file at all times. Any change in those certificates must have the prior written approval of Lessor.

8. Hold Harmless – The County shall not be liable to an Airport tenant’s employees, agents, servants, customers, invitees, or to any other person whomsoever, for any injury to persons or damages to property on or about the leased premises or any adjacent area owned by the County.

Section X. Fire Regulations

1. Smoking or open flames within fifty (50) feet of any fuel tank, fuel pump, fuel truck or aircraft is prohibited.
2. Compressed flammable gas shall not be kept or stored upon the Airport, except at such place as may be designated by the Airport Manager.
3. Smoking or open flames in aircraft storage or maintenance hangars is prohibited. The

Airport Manager may designate smoking areas at the airport upon the recommendation of a lessee.

4. The floors in buildings shall be kept clean and free of oil. Volatile, flammable substances shall not be used for cleaning the floors.

5. No boxes, crates, cans, bottles, paper, tall grass, weeds, unusable airplane parts or wreckage, scrap wood or metal, discarded airplane or automobile tires, trash, or other litter shall be permitted to accumulate in or about a hangar, building, or other leased space. If such trash and litter are permitted to accumulate around rented or leased hangars/buildings, the Airport Manager shall notify the hangar/building owner, renter or lessee by registered letter to remove the offending litter. If within ten (10) working days after receipt of the letter the hangar/building owner, renter or lessee has not removed the trash and litter as directed, the Airport Manager may have the area cleaned and the cost for such cleaning shall be charged to the hangar/building owner, renter or lessee.

Section XI. Knowledge of Rules Implied

1. By publication and adoption of this order, all persons shall be deemed to have knowledge of its contents. However, the Airport Manager is directed to have copies of the order printed and posted where appropriate. Copies shall be available at all times in the Airport Manager's office, and copies shall be made available to all owners and operators of aircraft based at the airport.

2. The omission of specific reference to an act, event, operation or use of the airport or its facilities does not imply that they shall be without regulation. Airport users are expected to conduct themselves and their activities in a reasonable and prudent manner with an emphasis on safety.

Section XII. Conflict of Rules and Regulations

1. If and where there are conflicts in the rules and regulations prescribed herein and the FAA's Federal Aviation Regulations, the latter shall prevail. If and where there exists a conflict between any of the rules or regulations prescribed herein and any other County rules applicable to the same area, the more stringent limitation or requirement shall govern and prevail.

Section XIII. Penalty for Violation

1. The Airport Manager shall report violations or instances of non-compliance with these rules and regulations to the County Judge, who may deny use of the Airport for a period not exceeding fifteen (15) days for any person violating or refusing to comply with any of the rules or regulations prescribed herein pending a hearing by the Commissioners Court. Upon such a hearing, such person may be deprived of the further use of the Airport and its facilities for a period of time as may appear necessary for the protection of life and property.

SECTION XII. Amendment

1. These Rules and Regulations may be amended by regular action of the Gillespie County Commissioners Court. Recommended amendments shall be submitted in writing to the Airport Manager. The Airport Advisory Board shall evaluate and make recommendations on all suggested amendments prior to their submission to the Commissioners Court.

Section XIII. Severability

1. If any of the provisions of this order or the application thereof to any person or circumstances are held invalid, such invalidity shall not affect other provisions or applications of the order which can be given effect without the invalid provision or application, and to this end the provisions of this order are declared to be severable.

Read, passed, and adopted by a vote of the Commissioners Court of the County of Gillespie, Texas on the _____ day of _____, 2023.

Daniel Jones, Gillespie County Judge, Texas

Attest: _____
Lindsey Brown, County Clerk of the County of Gillespie, Texas

Gillespie County (Daniel Jones) - Annual Creative

Gillespie County

101 W Main St, Mail Unit 4
Fredericksburg, TX 78624
United States

Reference: 20231020-120233429

Quote created: October 20, 2023

Quote expires: November 19, 2023

Quote created by: Patrick Gleason

patrick@wellsaidlabs.com

Daniel Jones

djones@gillespiecounty.org

Additional comments

End user: rbunker@gillespiecounty.org

Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
Creative Annual Creative annual subscription.	0001	1	\$1,188.00 / year	\$1,069.20 / year after 10% discount
			Annual subtotal	\$1,069.20 after \$118.80 discount
			Total	\$1,069.20

Purchase terms

This Order Form (the “Order Form”) is effective as the date listed below. The Order Form is incorporated into and part of the Terms of Service (“TOS”) either attached here, or if no Terms are attached available at wellsaidlabs.com. In the event of a conflict between this Order Form and our TOS, this Order Form shall govern.

The terms of this Order Form shall automatically renew for the same length as the duration provided in this Order Form unless Client provides ninety days notice prior to the end of the then current term.

Fees shown above do not include any taxes that may apply. Any such taxes are the responsibility of the Customer.

Effective Date: At contract sign

Service Start Date: Up to 72 hours from the Effective Date

Term: 12 Months

Billing Period: Annually

Payment Terms: Net 30

Service Description: WellSaid Labs (“Provider”) is the proprietary owner of “WellSaid” text to speech editor solution. The Provider agrees to provide its licensed solution for voice synthesis audio production for the Client. Clients shall be permitted to produce audio files provided an active license seat is maintained.

Overdue Charges. WellSaid Labs reserves the right to charge Licensee interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, on any Fees not received within fifteen (15) days of the date such payment was due. Additionally, in the event any Fees are more than thirty (30) days overdue, WellSaid Labs may suspend its performance of the WellSaid Labs Services, and require full payment before WellSaid Labs resumes performance.

Signature

Before you sign this quote, an email must be sent to you to verify your identity. Find your profile below to request a verification email.

Daniel Jones

djones@gillespiecounty.org

[sig|req|signer1]

WellSaid Labs
113 Cherry St
Ste 52562
Seattle, WA 98104
US



SERVICE ORDER

THIS SERVICE ORDER ("Service Order"), is executed and effective upon the date of the signature set forth in the signature block below ("Effective Date") and is by and between Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the Service(s) hereunder ("Spectrum") and Customer (as shown below) and is governed by and subject to the Spectrum Enterprise Commercial Terms of Service posted to the Spectrum Enterprise website, <https://enterprise.spectrum.com/> (or successor url) or, if applicable, an existing services agreement mutually executed by the parties (each, as appropriate, a "Service Agreement"). Except as specifically modified herein, all other terms and conditions of the Service Agreement shall remain unamended and in full force and effect.

Spectrum Enterprise Contact Information	
Contact:	Horacio Galvan
Telephone:	5125939240
Email:	eli.galvan@charter.com

Customer Information		
Customer Name Gillespie County TX (MASTER)	Order # 14042992	
Address 101 W Main Street #4 FREDERICKSBURG TX 78624		
Telephone (830) 307-3471	Email: rbunker@gillespiecounty.com	
Contact Name Roger Bunker	Telephone (830) 307-3471	Email: rbunker@gillespiecounty.com
Billing Address 101 W Main Street #4 FREDERICKSBURG TX 78624		
Billing Contact Name	Telephone	Email:

NEW AND REVISED SERVICES AT 1601 E Main St , Fredericksburg TX 78624

Service Description	Order Term	Quantity	Monthly Recurring Charge(s)	Total Monthly Recurring Charge(s)
Fiber Internet 1Gbps	36 Months	1	\$1,100.00	\$1,100.00
Static IP 29	36 Months	1	\$0.00	\$0.00
<u>TOTAL*</u>				\$1,100.00



1. **TOTAL CHARGE(S).** Total Monthly Recurring Charges and Total One-Time Charges are due in accordance with the monthly invoice.
2. **TAXES.** Plus applicable taxes, fees, and surcharges as presented on the respective invoice(s).
3. **SPECIAL TERMS.**

By signing below, the signatory represents they are duly authorized to execute this Service Order.

<p>CUSTOMER SIGNATURE</p> <p>Signature: _____</p> <p>Printed Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
--

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Business Service Agreement

Name: Gillespie County
Mailing/Billing Address: 101 West Main Unit 4

Billing Contact: Paul Schneider

Technical Contact: Roger Bunker

E.I.N.: On file
City: FREDERICKSBURG
Billing Email: purchasing@gillespiecounty.org
Technical Email: rbunker@gillespiecounty.org

State: TX **Zip:** 78624
Billing Phone #: 830-997-6777
Technical Phone#: 830-307-6181

SmartHub Login E-mail: rbunker@gillespiecounty.org

Account Security

Digit CPNI and Call Capture Pin: 3763
2. When did the business start? 1848

1. When did you start service with HCTC? 2017
3. What street did the business start on? Industrial Loop

Authorizations On the Account:

Roger Bunker

The SpyGlassGroup LLC

Daniel Jones

Service Selection and Rate Schedule:

Product	Monthly Price	Quantity	Monthly Total	One Time Non Recuring Fee
1 G Enterprise Internet 5 Year	\$1,565.00	1	\$1,565.00	
	0	Totals	\$1,565.00	0

Commitment Term: 60 Months

TERMS AND CONDITONS OF SERVICES MAY BE FOUND AT <https://www.hctc.net/policies/>

Service Order Notes: Upgrade to 100m Enterprise

24/7 SUPPORT LINE 800-292-5457

Customer Name (Printed)	Customer Signature	Date
Richard Jimenez	rjimenez@hctc.coop	11/9/23
Account Executive (Printed)	Account Executive Contact Information	Date

OFFICE USE ONLY				
Date _____	Service Order # _____	Account # _____	Billing # _____	



VRF Services

2251 Picadilly Dr. Ste B260

Round Rock, TX 78664

Phone: 832-328-1423

Date: November 3, 2023

Quote Number 794

Gillespie County Jail

Gillespie County Jail
104 Industrial loop
Fredericksburg, TX. 78624

Customer Contact: John

Jobsite Address: 104 Industrial loop

We are pleased to offer our proposal to complete the following scope of work:

Model #: FXAQ07PVJU **Serial #:** E005118 (elevator room)

Estimate for labor, equipment, and materials needed in order to replace elevator high wall unit with new. This price includes recovery of refrigerant , evacuation, and start-up of new equipment. Service checker date to be procured post replacement to ensure proper operation. No additional refrigerant included in this pricing.

This quote is good for 30 days from date listed above.

OUR PROPOSAL EXCLUDES THE FOLLOWING:

1. Delays and access issues.
2. Issues causing failure
3. refrigerant circuit issues outside of the above scope.
4. additional refrigerant

OUR PRICE FOR THIS SCOPE OF WORK IS..... \$ 5,982.00 Total

This price does not include sales tax.

Signature constitutes acceptance of this proposal and VRF Services, Inc. is hereby authorized to perform the work as specified and at the above prices and conditions. Any alteration or deviations from the above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above estimate.

Sincerely,

Name: Duston F. Daulton
Title: Sales Manager/ Sr VRF Technical Specialist
2251 Picadilly, Suite B260
Round Rock, Texas 78664
email: Duston.daulton@vrfservices.com
PH: 512-516-1693

Customer Approval
Signature
Printed Name
Date

VRF Services is regulated by the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711, 1-800-803-9202, 512-463-6599

www.tdlr.texas.gov

STANDARD TERMS AND CONDITIONS

(1) THIS PROPOSAL IS EXPRESSLY CONDITIONED UPON THE TERMS AND CONDITIONS CONTAINED OR REFERRED TO HEREIN, INCLUDING THOSE SET FORTH ON THE REVERSE SIDE AND THOSE CONTAINED IN ANY ATTACHMENTS HERETO.

(2) Customer (Debtor) agrees to pay VRF Services, Inc. (Secured Party) all the sums due under this proposal in accordance with the terms specified. Debtor hereby grants a security interest to Secured Party in all equipment, goods and material described on the reverse side of this proposal as security for the indebtedness created hereunder and any other indebtedness due Secured Party by Debtor. On default of any payment by Debtor to Secured Party, and at Secured Party's option the entire balance shall become immediately due and payable and Secured Party shall have the right to foreclose and resell the said equipment, goods and material in accordance with the Provisions of the Texas Business and Commerce Code (Uniform Commercial Code) at public or private sale.

(2A) TERMS AND PROVISIONS OF CHARGE ACCOUNT AGREEMENT

PAYMENT: The Applicant shall pay to the Creditor the amount of all sales drafts and all other charges in respect of which the credit has been used together with interest thereon all or any portion of the foregoing herein called "indebtedness") within the time period on the creditor's invoice at the time of the sale.

INTEREST: The Applicant shall pay interest to the Creditor on the indebtedness at the annual percentage rate of 12% plus any and all collection fees required if turned over to a collection agency on accounts outstanding 30 days or more.

APPLICATION OF PAYMENT: Payments to reduce indebtedness shall be applied by the Creditor in the following order: interest charges; service fees; previously billed purchases; current purchases.

(3) VRF Services, Inc. liability on any claim for loss or damage arising out of this contract or from the performance or breach thereof or connected with the supplying of any labor, equipment, goods or material hereunder, or their sale, resale, operation or use, whether based on contract, warranty, tort (including negligence) or other grounds, shall not exceed the price allowable to such labor, equipment, goods or material, or part thereof involved in the claim. VRF Services, Inc. shall not, under any circumstances, be liable for any labor charges without the prior written consent of Heat Transfer Solutions, Inc... VRF Services, Inc. shall not, in any event, be liable, whether as a result of breach of contract, warranty, tort (including negligence), or other grounds, for special, consequential, incidental or penal damages, including, but not limited to, loss of profits, revenues, loss of the product or any associated product, cost of capital, cost of substitute products, facilities or services, downtime costs or claims of the Customer for such damages. If VRF Services, Inc. furnishes Customer with advice or other assistance which concerns any labor, equipment, goods, or material furnished hereunder, or any system or equipment in which of such equipment, goods or material may be installed, and which is not pursuant to this contract, the furnishing of such advice or assistance will not subject any service to any liability, whether based on contract, warranty, tort (including negligence) or other grounds.

(4) If VRF Services, Inc. encounters asbestos or polychlorinated biphenyl (PCB) on the site, VRF Services, Inc. shall immediately stop work and report the condition to the owner or owner's representative in writing. VRF Services, Inc. shall not resume work in the affected area until the asbestos or polychlorinated biphenyl (PCB) has been removed or rendered harmless. VRF Services, Inc. shall not be required to perform any work relating to asbestos or polychlorinated biphenyl (PCB) without its consent.

(5) Any installation dates given in advance are estimated. Installation will be made subject to prior orders with VRF Services, Inc.. VRF Services, Inc. shall not be liable for failure to perform or delay in performance hereunder resulting from fire, labor difficulties, delays in usual sources of supply, major changes in economic conditions, or, without limitation by the foregoing, any cause beyond VRF Services, Inc. reasonable control.

(6) On arrival of any equipment, goods or material at the shipping address specified on the reverse side hereof, Customer shall assume all risk of loss or damage to such equipment, goods or material.

(7) In the event Customer requires VRF Services, Inc. to delay shipment or completion of the work under this proposal, payment pursuant to this proposal shall not be withheld or delayed on such account. VRF Services, Inc. shall have the right to deliver any portion of the equipment, goods or material to be furnished hereunder and to bill Customer therefore, and Customer agrees to pay for the same in accordance with terms of the payment hereof upon notification that such shipment is ready for delivery, notwithstanding the fact that Customer may be unable to receive or provide suitable storage space for any such partial delivery. In such event, such portion of the equipment, goods or material ready for shipment may be stored by VRF Services, Inc. at Customer's risk and expense.

(8) The amount of any past, present or future occupation, sales, use, service, excise or other similar tax which VRF Services, Inc. shall be liable for, either on its own behalf or on behalf of Customer, or otherwise, with respect to any equipment, goods, material or service covered by this proposal, shall be in addition to the prices set forth herein and shall be paid by Customer.

(9) Any equipment, goods, material, or work in addition to that required hereunder or in plans and specifications that may be made a part hereof, will be paid for by Customer as extras.

(10) If the equipment, goods or material furnished hereunder requires the use of water or steam, recirculated or otherwise, VRF Services, Inc. shall not be liable for the effect of its physical or chemical properties upon said equipment, goods or material.

(11) When installation of the equipment, goods or material herein is required specifically as a part of this order, such installation work shall be performed only during usual working hours unless otherwise stated herein.

(12) All skilled or common labor which may be furnished by the Customer shall be considered and treated as Customer's own employees, and Customer agrees to fully protect and indemnify VRF Services, Inc. against all claims for accidents or injuries to such employees in the course of the work, or to any person or persons through the negligence of such employees.

(13) No sales or other representatives of VRF Services, Inc. has any authority to alter, vary, or waive any of the terms and conditions stated on either side of this proposal.

(14) VRFS warrants that its service will be provided in a good and workmanlike manner. VRFS warrants that for equipment furnished and/or installed but not manufactured by VRFS, VRFS will extend to Customer the same warranty terms and conditions which VRFS received from the manufacturer of said equipment. For equipment installed by VRFS, if, within a year of installation, Customer provides written notice to VRFS of defect within thirty (30) days after the defect's appearance or date the defect should have reasonably been discovered, VRFS shall, at its option, repair or replace the defective equipment. All transportation charges incurred in connection with the warranty for equipment shall be borne by Customer. These warranties do not extend to any equipment which has been repaired by anyone other than VRFS, abused, altered or misused, or which has not been properly and reasonably maintained. To obtain assistance under this limited warranty, please contact VRF Services, 2251 Picadilly Drive, Ste B260 Round Rock, TX 78664 (832)-328-1423. VRFS warrants all labor for a term of 90 days from the date of the work that was performed. VRFS DISCLAIMS ALL OTHER WARRANTIES ON ANY EQUIPMENT FURNISHED UNDER THIS AGREEMENT, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.



Brabandt Equipment LLC
1905 Hydro Drive
Austin, TX 78728
USA
512-269-0888 (Phone)
512-269-0800 (Fax)

QUOTATION

Quotation #: 161302	Quote Created: 10/12/23 02:47 pm by Brabandt Equipment LLC	Last Updated: 10/17/23 01:45 pm by Brabandt Equipment LLC	Salesperson: TomB
--------------------------------------	---	--	-----------------------------

CUSTOMER:

Gillespie County
2254 N US Hwy 87
Fredericksburg, TX 22402
US
5122690888 (Phone)
KC Renwelge (Contact)
kcrenwelge@gillespiecounty.org

PCT 3

INTIMIDATOR 18XP (18" DRUM STYLE)

Qty	Part #:	Description:
1	MODEL-18XP	Intimidator 18XP - (18" Drum Style)

STANDARD EQUIPMENT

Qty	Part #:	Description:
1	STANDARD	37" diameter x 22" wide drum with (4) 5/8" X 5 1/2" X 10" dual edge knives
1	STANDARD	"Drum Shear Bar" spans full width of the drum mounted in the upper portion of the drum housing potentially creating a slicing action of a winch line or climber's rope
1	STANDARD	"Power slot" assists in maximizing chip velocity. The power slot also provides a place for fine material to escape that might tend to lie in the belly of the drum.
X	STANDARD	30 gallon steel fuel tank with magnetic drain plug, lockable filler cap, and aluminum sight gauge
1	STANDARD	12 gallon steel hydraulic tank with magnetic drain plug, lockable filler cap, and aluminum sight gauge
X	STANDARD	Slide box feed system (includes adjustable spring on each side) with (2) horizontal feed wheels 10 5/8" diameter x 20" wide, driven by (2) 32.3 CID hydraulic motors.
1	STANDARD	Hydraulic lift cylinder - utilizes a hydraulic cylinder to raise or provide down pressure for the top feed wheel
1	STANDARD	Bottom feed wheel clean out door (opens via spring latch pin allowing dirt and debris to fall out extending knife and component life)
1	STANDARD	360 degree HAND crank swivel discharge (height adjustable) with 12" adjustable chip deflector
1	STANDARD	Clean out and inspection door on discharge bottom
X	STANDARD	33 1/2" high x 64" wide tapered infeed hopper with 30" fold down infeed hopper tray, heavy-duty taillight covers, and spring lift assists
1	STANDARD	(2) Last chance safety pull cables
1	STANDARD	Round control bar - located around top and sides of infeed hopper with 3 control positions (forward / stop / reverse)
1	STANDARD	Wooden pusher tool with mount on infeed hopper
1	STANDARD	3/16" x 2" x 6" rectangular tubing with a 3/8" x 3" x 6" tubular tongue
1	STANDARD	Frame / Fender supports
1	STANDARD	Lockable aluminum toolbox
1	STANDARD	3/8" (G70) safety chains with spring loaded latch hooks
1	STANDARD	8,000 pound capacity tongue jack with 15" of travel and foot pad
1	STANDARD	12 volt system with rubber mounted LED taillights, 6 prong replaceable coiled power cord & protected heavy-duty wiring with junction box, and LED clearance lights with reflectors.
1	STANDARD	Banded chipper drive belts (adjustable via a sliding engine system)
1	STANDARD	Pressure check kit - Gauge is NOT included
1	STANDARD	Weather resistant manual container
1	STANDARD	Engine disable plug for hood locking pin-preventing engine from operating without pin in place
1	STANDARD	(1) weatherproof machine manual (includes safety, operation and parts sections) also (1) engine and clutch manual is included if applicable
1	STANDARD	Spanish & English combination safety decals
1	STANDARD	Inspection window mounted on top of belt shield (allows viewing of belt and easy way to check belt tension)

PAINT

Qty	Part #:	Description:
1	333-32273	Standard Imron Industrial Urethane Bandit Yellow

ENGINE

Qty	Part #:	Description:
1	990-RC1172-753	Ford RSG-862, 6.2L, 165 horsepower GAS engine without clutch (Includes spark arrestor muffler) - If ordered on Model 280 / 280HD must select tongue weight option under add on frame options

CONTROL SYSTEM AND ENGINE INSTALLATION

Qty	Part #:	Description:
1	915-6000-39	Murphy PV485 panel with reversing auto feed for Ford 165 horsepower gas engines (Includes 1,000 CCA battery with aluminum battery box) - Panel is mounted on engine shroud with lockable steel cover

CLUTCH

Qty	Part #:	Description:
1	700-1000-12	NACD Spring Loaded Clutch

DRIVE SYSTEM

Qty	Part #:	Description:
1	OPTION-911-5000-15	High HP Drive System - (above 146 horsepower) - (Long Frame, 40 gallon tank)

INFEED

Qty	Part #:	Description:
1	OPTION-911-5001-48	33 1/2" high x 64" wide tapered heavy-duty infeed with weld on pan and infeed deflectors (Units with 25" wide feed wheels)
1	OPTION-980-5000-73	Hydraulic winch with line docking station and manual push button feed assist (Includes 5/16" diameter x 200' Teufelberger rope with 12" loop installed) (Includes (1) manual rear stabilizer)

FEED SYSTEM

Qty	Part #:	Description:
1	OPTION-911-1003-76	Super sized spring loaded slide box type feed system with (2) horizontal feed wheels 10 5/8" diameter x 25" wide
1	OPTION-911-5000-21	Double Teeth (Bottom Feed Wheel) - (25" wide feed wheel)
1	OPTION-911-5001-72	Spring Loaded Tool less Trap Door (not available on tandem axle units)
1	OPTION-915-5000-41	Hydraulic flow control for feed wheel rate adjustment (All-In-One Mount)

AXLE

Qty	Part #:	Description:
1	OPTION-911-5000-42	Single 12,000 pound leaf spring axle with electric brakes

TIRES/RIMS

Qty	Part #:	Description:
1	OPTION-911-5000-49	(2) 235/75R 17.5" tires mounted on 8-bolt heavy-duty gray rims (8,000 pound axles on up)

FENDER

Qty	Part #:	Description:
1	990-100415	Aluminum bolt on fenders (Approximately 1/4" thick)

HITCH

Qty	Part #:	Description:
1	990-100274	2-1/2" Wallace Forge Pintle Hitch

ADD-ON OPTIONS

Chipper Discharge Transition

Qty	Part #:	Description:
1	OPTION-937-0501-31	Clean out and inspection door on transition

Chocks & Chock Holders

Qty	Part #:	Description:
1	OPTION-980-100027	Aluminum Bolt On Chock Holders (Does not include chocks)
1	OPTION-980-5001-03	Rubber Wheel Chocks (2)

Cone Holder

Qty	Part #:	Description:
1	OPTION-905-5000-71	Hoop style cone holder (weld on)

Flag Holder

Qty	Part #:	Description:
1	OPTION-980-100090	Bolt-on flag holders (includes flags) - aluminum or steel fenders

Tongue Jack

Qty	Part #:	Description:
1	OPTION-905-5000-21	10,000 pound capacity tongue jack with spring return pad

Wiring

Qty	Part #:	Description:
1	OPTION-905-5000-15	Option 7 Prong (Flat/RV Style) to 6 Prong Coiled Cord

CUSTOMER TOTALS

Total Unit Price:		\$ 82200.00
Customer Discount:	12.0000 %	- \$ 9864.00
Dealer Preparation/Delivery:		\$ 650.00
Customer Additional Fees ⓘ:		\$ 106.19
Customer Net Unit Price:		\$ 73092.19
Freight/Shipping:		\$ 2800.00
Customer Total:		\$ 75892.19

COMMENTS

Engine MFG may vary

By Brabandt Equipment LLC on 10/12/2023 02:53 PM

Sourcwell Contract number #050119-BAN

By Brabandt Equipment LLC on 10/12/2023 02:53 PM

SIGNATURE

The Buyer, whose name and address appears above, agrees to purchase from the Seller, whose name and address appears above, the above equipment at the prices stated and upon the terms and conditions of this agreement.

X
Signature _____ Date _____

[Close](#) [Print](#)

INTIMIDATOR™ 18XP

18" Capacity Hand-Fed Chipper

The Intimidator™ 18XP is Bandit's **most popular hand-fed drum-style chipper**. With a 20-1/2" high by 20-7/8" throat opening, 37-inch diameter drum, aggressive engine options, and Bandit's slide box feed system it **absolutely dominates** everything else in the 18-inch chipper category. It's designed for tree services and municipalities that regularly work with residential area projects, big tree takedowns, lot clearing sites, and storm cleanup situations.



18XP

PROOF OF CONQUEST

The Intimidator 18XP will overcome and conquer the challenges presented by the wildest of trees and branches. A large throat opening and Bandit's proven slide box feed system aid in gathering and crushing both limby and fibrous material. The large, heavily-reinforced 37" diameter drum then smoothly and effectively powers through the material with authority because of increased torque, yet requiring less horsepower. This system reduces trimming time, labor costs, operator fatigue, and fuel costs while increasing production -- a concept proven time and time again by any Bandit chipper.

MAXIMUM UPTIME

Rugged construction and heavy-duty components throughout the Intimidator 18XP help ensure long life and trouble-free performance. We realize what it costs when a chipper is down, and we do our best to minimize it. That's why maintenance items are positioned for easy access and designed to be more serviceable in the field. Bandit chippers have proven over time to be the best decision you can make for a long-term investment in a brush chipper.

CHOOSE YOUR BUILD

From customizable engine, chassis, and feed system configurations to optional user-friendly features, your Intimidator 18XP can be setup with features and functions specific to your intended use. Gasoline and diesel engine options are available. Popular upgrades include a solid infeed tray with a heavy-duty rim, wider feed wheels, and a hydraulic winch to accompany the already-standard hydraulic lift cylinder. A wide array of choices allow you to make the 18XP *your* machine instead of a standard machine. Most arrangements of components can keep the machine under 10,000 pounds.



Bandit

INDUSTRIES, INC.

6750 Millbrook Rd. • Remus, MI 49340 • 1-800-952-0178

FIND US ONLINE     WWW.BANDITCHIPPERS.COM

Hand-Fed Chippers • Stump Grinders • Whole Tree Chippers
The Beast® Horizontal Grinders • Track Carriers • Attachments

All specifications, dimensions and options are subject to change without notice, and were current at the time of printing. Dimensions may vary depending on options and engine selected. Bandit Industries, Inc. reserves the right to change designs, specifications and options without prior notice. © 2020 Bandit Industries, Inc. All Rights Reserved.

CALL YOUR LOCAL BANDIT SALES REPRESENTATIVE TO SCHEDULE A DEMONSTRATION TODAY!

SPECIFICATIONS

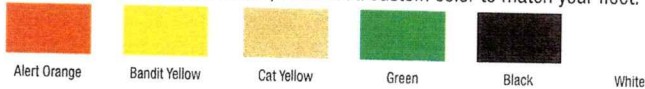
MEASUREMENTS	IMPERIAL	METRIC
Length:	20' 2"	614.7 cm
Width:	7' 4"	223.5 cm
Height:	8' 8"	264.2 cm
Weight:	9,700 lbs.	4,400 kg
Engines:	120 - 174 HP (89.5 - 130 kW)	
Fuel Tank:	30 gallon	94.6 L
Hydraulic Tank:	12 gallon	45.4 L

UNDERCARRIAGES

Standard: Single 10,000 lb. (4,536 kg) axle with (2) ST215/75R 17.5" (44.5 cm) tires mounted on 8-bolt heavy-duty gray rims

Standard & Custom Colors Available

Choose from six standard colors, or select a custom color to match your fleet.



DIMENSIONS

Capacity:	18"	45.7 cm
Opening:	20.5" high x 20.83" wide	52 cm high x 52.9 cm wide
Drum:	37" dia. x 22" wide	94 cm dia. x 55.9 cm wide
RPM:	Approximately 1,080 RPM	

Hitch: 2-1/2" pintle hitch

Discharge: Height-adjustable, 360° hand crank swivel with 12" (30.5 cm) adjustable chip deflector

Feed System: Slide box feed system with (2) 21" (53 cm) adjustable down pressure springs, (2) 10-5/8" diameter x 20" wide feed wheels (27 cm x 50.8 cm) powered by (2) 32.3 CID hydraulic motors

Frame: Mainframe is constructed of 3/16" x 2" x 6" rectangular tubing (0.48 x 5.1 x 15.24 cm)

COMMITTED TO QUALITY & SERVICE

The Bandit Backbone™ Support

The Bandit Backbone is Bandit's commitment to customer service and support. It's always been a cornerstone of Bandit's philosophy, and today that backbone is stronger than ever. If you own a Bandit hand-fed chipper – regardless the age, hours, or warranty status – the Bandit Backbone is here to support you.

We Are Here to Support You

There are nearly 200 dealer locations in the US and over 60 international dealers to support you. They are factory trained. Plus we have an experienced parts and service department supporting you and our dealers.



INTIMIDATOR™ 18XP FEATURES

- **Rope/Line Shear Device (standard)**
Provides an improved chance that rope or lines inadvertently entering the chipper may be cut
- **Last Chance Cables (standard)**
Stops/reverses the feed wheel when pulled in case of an emergency
- **Operator Safety Control Bar (standard)**
Wraps around 3 sides of the infeed chute & controls the direction of feed wheels
- **Wood Pusher Paddle (standard)**
Used to feed small wood debris into the chipper
- **Chipper Hood Pin w/Padlock (standard)**
Prevents unauthorized access to the disc or drum
- **Chipper Hood Engine Disable Plug (standard)**
Prevents engine from being started without the hood pin in place
- **Hydraulic Bottom Bump Bar (option)**
Stops feed wheels via mechanical connection when bumped, diverting hydraulic power away from the feed wheels

Bandit Offers a Complete Line of Tree Care Equipment:
Hand-Fed Chippers • Stump Grinders • Whole Tree Chippers
The Beast® Horizontal Grinders • Track Carriers • Attachments

RE: BOSS JCB Manlift Quote

Cole Mobley <Cole.Mobley@bossjcb.com>

Mon 10/23/2023 1:53 PM

To: Keith Crenwelge <krenwelge@gillespiecounty.org>

📎 1 attachments (88 KB)

2023 W-9 (003).pdf;

Our Buy Board Contract number is 685-22. Attached is the BOSS JCB W-9

Thank you,

Cole Mobley

3744 SE Loop 410, San Antonio, TX 78222

Cell: 210-771-8779 Email: cole.mobley@bossjcb.com www.bossjcb.com



From: Keith Crenwelge <krenwelge@gillespiecounty.org>

Sent: Thursday, October 12, 2023 2:39 PM

To: Cole Mobley <Cole.Mobley@bossjcb.com>

Subject: Re: BOSS JCB Manlift Quote

Thank you for updated quote. One other question, yall are part of the government purchasing program, buy board source well, etc.?

Get [Outlook for Android](#)

From: Cole Mobley <Cole.Mobley@bossjcb.com>

Sent: Thursday, October 12, 2023 10:09:47 AM

To: Keith Crenwelge <krenwelge@gillespiecounty.org>

Subject: RE: BOSS JCB Manlift Quote

Thank you,

Cole Mobley

3744 SE Loop 410, San Antonio, TX 78222

Cell: 210-771-8779 Email: cole.mobley@bossjcb.com www.bossjcb.com

EQUIPMENT
CONSIDERATION
RET-3



Product Quotation

**Prepared For:
Dinnes Neffendorf**

**Gillespie County PCT 3
Fredericksburg Texas 78624**

We sincerely appreciate the opportunity to earn your business.



Prepared By:
Cole Mobley
BOSSTX INC (HL)
mobile:

Image is for indicative purpose only and may not represent exact equipment being quoted



Prepared For:
 Dinnes Neffendorf
 Gillespie County PCT 3
 101 West Main St.
 Fredericksburg Texas 78624

phone:830-307-6094
 dneffendorf@gillespiecounty.org

Dealer Information
 BOSSTX INC (HL)
 809 STEVE HAWKINS PARKWAY
 TEXAS

Prepared By:
 Cole Mobley
 cole.mobley@bossjcb.com
 mobile:
 Quote Date: 10/12/23
 Valid Until: 11/11/23
 Quotation Reference: 392920

Model: JCB AJ48D

Qty: 1

Stock Order/Serial No:3207252

JCB AJ48D ARTICULATED BOOM DIESEL
 DATE PLATE AMERICA
 OPERATOR MANUAL: ENGLISH (US)
 KOHLER 1903TCR 36KW T4F
 PLATFORM: STANDARD 6FT
 TYRES: SOLID TYRES
 GENERATOR 110V 3.5kW - 110V ST ANDARD PLUG KIT - NORTH AMERIC A
 CONSOLE COVER
 WORK LIGHTS - PLATFORM MOUNTED , 2 X LED

Equipment Total	94,013.18
Total Customer Sale Price	94,013.18

Notes: QUOTE VALID TILL 11/15/2023

BUY BOARD CONTRACT # 685-22

This quote is valid for 30 days.

Customer Acceptance: _____

Date _____

Dealer _____

Date _____



Gillespie County Courthouse Annex #1
125 West Main Street
Fredericksburg, TX 78624

Elevator Inspection Proposal- 11-02-2023

The following services will be provided with acceptance of this proposal:

Observe annual safety tests and inspect one (1) elevators.

Provide all TDLR inspection reports to customer & service company.

Fee for above work is:

One (1) elevator at \$175.00 per unit=\$175.00.

Total fee is (\$175.00) One Hundred Seventy Five and No/100 Dollars.

Proposal is good for forty five (45) days.

Accepted By: _____

Date: _____

Please feel free to call if you have any questions. Thank you, Rodney Clark
RAC, INC Elevator Inspection Service.

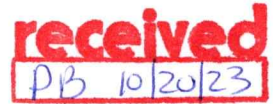
Sincerely,

Rodney Clark
RAC, INC
Phone: (210) 478-6650
Fax: (210) 492-0765



GILLESPIE CENTRAL APPRAISAL DISTRICT

1159 S. Milam St.
Fredericksburg, TX 78624
(830) 997-9807



October 17, 2023

Gillespie County
Daniel Jones, County Judge
101 West Main Street #9
Fredericksburg, TX 78624

RE: Gillespie Central Appraisal District Board of Directors Ballot for the 2024-2025 Term

Dear Judge Jones,

The terms of the current Directors of the Gillespie Central Appraisal District will expire on December 31, 2023. The governing bodies of voting taxing units within the appraisal district have nominated six candidates to fill the five positions on the 2024-2025 board.

Enclosed with this letter you will find the voting ballot for your taxing unit. Next to your taxing unit's name you will find the total votes for you to cast. Your taxing unit may vote for one or multiple nominees. You can split your votes however your taxing unit decides. Please write the number of votes that you wish to cast for each candidate under the name of the candidate.

Your taxing unit needs to determine your vote by resolution and submit the ballot and resolution to the appraisal district before December 15, 2023. The chief appraiser will tally the votes and notify the taxing units and the nominees of the results by December 31, 2023.

If you should have any questions on the process, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink that reads "Scott Fair".

Scott Fair, RPA RTA CCA
Chief Appraiser

There are six candidates to fill the five positions on the board of directors. You may cast all of your votes for one candidate or distribute them among candidates for any number of directorships.

Place the number of votes you are casting for each candidate in the box below their name.

Please complete and return to Gillespie CAD before December 15, 2023.

Gillespie Central Appraisal District							
2024-2025 Board of Directors Ballot of Eligible Candidates							
Voting Entity	Total Votes	Todd Bierschwale	Donald Davis	Pete Ganis	James McAfee	Graham Pearson	Jill Tabor
Gillespie County	1,253						
Signature: _____							
Title: _____			Date: _____				



FIXED ASSET INVENTORY AND MANAGEMENT UPDATE PROPOSAL

October 30, 2023

Marcie Schneider
Gillespie County
101 West Main, Unit #9.
Fredericksburg, TX 78624

Ms. Schneider,

Records Consultants, Inc. (RCI), a leading fixed asset management consulting company, is pleased to submit this proposal to Gillespie County for Fixed Asset Inventory and Management services to conduct a complete and accurate physical inventory and reconciliation of all qualifying assets at all locations and facilities throughout the County. The proposed services are tailored to support GASB Statement 34 and best practices in effective and efficient asset management for local government entities.

Over the last 25 years, RCI has completed comparable projects for more than 1,200 clients throughout the United States. Each year we conduct 250-300 Fixed Asset Inventories and Management projects for new and existing clients with a commitment to providing unsurpassed quality and client service. We are often referred to new clients by external auditors familiar with our work. Our experienced inventory specialists are experts at the physical inventory and reconciliation process. This proposal includes our robust software system, a state-of-the-art Fixed Asset Management Program (FAMP 11.1), for asset tracking with helpful features for reporting disposition, valuation, and depreciation.

We believe that RCI is unique in the industry because of our commitment to satisfaction and delivering complete, comprehensive asset data and required reporting. Our diligence and accuracy of the physical inventory, reconciliation reporting, cost research, and reporting tools in our FAMP 11.1 software set us apart. With RCI, you can have confidence in your fixed asset reporting.

PURPOSE

RCI Fixed Asset Inventory and Management services and the FAMP 11.1 software system are specifically designed to assist local government entities with inventory controls, depreciation calculations and to support financial reporting requirements of GASB Statement 34. Our system was developed to comply with both Generally Accepted Accounting Principles (GAAP) and Governmental Accounting, Auditing and Financial Reporting (GAAFR) guidelines.

In addition to our physical inventory services, RCI includes assistance to provide actual or estimated purchase cost and/or replacement cost. Our program enables local government entities to track asset disposition from original purchase to final disposition/disposal.



SCOPE

This proposal is for a project that includes a physical on-site inventory of fixed assets at all County locations/facilities. RCI will place a bar code label on each item valued at \$500.00 or more, plus “sensitive” items to include computers, laptops, tablets, printers and scanners. RCI will record the description, bar code number and location (building and room) of each item. Each item will be recorded as an individual record, citing description, manufacturer, model, serial number, bar code number, old tag number (if tied to a viable database). Typically, bar codes will be attached to the vehicle titles rather than on the vehicles themselves. Computers will be tagged on the CPU only.

Room coding the entrance to each room to distinguish that particular room from any other in the County is extremely important. It enables the program to process identical room numbers (such as Office Room 101) in multiple locations. The database will show both the bar code room number and the County’s description for that room.

RCI will provide experienced inventory specialists to accomplish the physical on-site inventory. All personnel are employees of RCI; no subcontractors or part-time help will be used. We normally begin work at 8:00 a.m. and continue into the evening. **The RCI field team will conduct work in meeting rooms/facilities while rooms are not in use (i.e. lunch breaks, etc.).**

ACTUAL/ESTIMATED ACQUISITION COSTS

To fully comply with reporting and depreciation guidelines, our mutual goal is to report the actual acquisition costs of your fixed assets. When actual costs cannot be obtained, “replacement cost” will be used for all items for which an acquisition date can be established. Replacement cost is the current average cost for the type of asset. When acquisition date is not available, RCI will work with client staff members to determine the estimated acquisition date. Single-line items representing significant outlays (software, etc.) can be reported as line item entries based on information provided by the County.

SOFTWARE

RCI believes that you should be able to add, delete and modify asset data as necessary. The RCI Fixed Asset Management Program (FAMP 11.1) software is provided at **no additional charge.**

RCI FAMP 11.1 was developed by RCI specifically for local government entities. FAMP 11.1 operates in both a desktop version and a mobile version using Motorola series handheld scanners. The software is a Windows-based multi-user program.



The data input fields for RCI's FAMP 11.1 are:

<i>Campus Number</i>	<i>Depreciation Method</i>	<i>Check Number</i>	<i>Remarks</i>
<i>Building Number</i>	<i>Condition Code</i>	<i>Vendor</i>	<i>Date Data Modified</i>
<i>Room Number</i>	<i>Cost</i>	<i>Program Codes</i>	<i>Cost-Code-ID</i>
<i>Item Description</i>	<i>Item Account Class</i>	<i>Funding Code</i>	<i>(Actual/Estimated)</i>
<i>Federally Funded</i>	<i>Quantity</i>	<i>Disposition Method</i>	<i>Salvage Value</i>
<i>Serial Number</i>	<i>Manufacturer</i>	<i>Disposition Date</i>	<i>Purchase Date</i>
<i>Old ID Number</i>	<i>Model</i>	<i>Useful/estimated life</i>	<i>Custodian</i>
<i>Bar Code Number</i>	<i>Invoice Number</i>	<i>P.O. Number</i>	10 User-Defined fields

FAMP 11.1 software allows data to be exported/imported to/from most accounting applications.

FAMP 11.1 software is Open Database Compliant (ODBC). The program is fully networkable and will run on a Windows based server. The program can be password protected from unauthorized users or set up to allow various levels of access (user from campus A can access data for campus A, but not campus B). FAMP 11.1 uses Microsoft SQLite to support multiple users without cost to purchase additional SQL license.

DEPRECIATION REPORTING

FAMP 11.1 software depreciates asset values using the straight-line method to ensure local governments comply with GASB 34 guidelines. Our software will depreciate each bar coded item for the number of years of useful life based on the purchase date, salvage value (if any), and original cost. **The software can filter for any desired capitalization level (e.g. \$1,500.00, \$5,000.00).** In addition, the system can filter by category to allow depreciation of specific items, such as depreciating technology equipment from a particular funding source with a value of \$1,000.00 or more.

CUSTOMER RESPONSIBILITIES

The City must appoint a primary point of contact who will be responsible for providing needed information before and during the project. At least 14 days in advance of the project, RCI will require fire escape plans (or other similar floor plans) and the most recent listing of assets in an electronic format. This asset data should include cost details and acquisition date, specifically for capitalized assets. This information is essential for the calculation of depreciation. If actual acquisition data is not available for a capitalized asset, RCI will work with the point of contact to determine estimated acquisition details to calculate depreciation.

The RCI FAMP 11.1 program incorporates useful life of assets based on recommendations of various auditors and other authoritative agencies, yet RCI will work with the point of contact if these "useful life" terms need to be changed based on decisions made by your administration or external auditors.

RCI asks that the point of contact ensures appropriate district personnel be aware of the RCI inventory schedule and presence before and during the on-site work at each location. Specific personnel (perhaps facilities or other designated staff) will need to be available to help our on-site team identifying all locations throughout the City and should have keys available to provide access to all buildings and rooms. These individuals will not be needed full-time but must be readily available to assist with any issues accessing all facilities and rooms. **Timely access to all facilities is critical to conducting an efficient physical inventory.**



After completion of the on-site work, there will be an exchange of various asset details to finalize the asset details and depreciation calculation. The point of contact must provide any pending listings or cost information needed to finalize the inventory project within 14 days of completion of on-site work.

DELIVERABLES

Delivery of final data, reports and FAMP 11.1 system is usually within six weeks of completion of the on-site work. The County will receive:

1. Numbered bar code labels affixed to all controlled items of property (each item valued at \$500.00 or more, plus defined sensitive items)
2. County-wide listing of all inventoried assets by description and current location (building and room)
3. An Operating Guide for the system software
4. The FAMP 11.1 software system and database for all inventoried items that can produce numerous reports including the following:
 - a. Total Inventory Report
 - b. Asset Inventory Report – by bar code
 - c. Capitalization Report
 - d. Depreciation Report
 - e. Disposal Report
 - f. Federally Funded Report
 - g. Acquisition Reports
 - h. Room Listing

Reports can be customized and filtered in many ways, such as by location, department, date ranges, valuation ranges, etc.



WORK ESTIMATES AND ASSUMPTIONS

This proposal assumes:

1. RCI has carefully prepared this Fixed Asset Inventory and Management proposal based on an estimated 20 sites and the vehicle information provided. Our pricing calculations are based directly on this information and are submitted 'in good faith' assuming the information provided is accurate. If the square footage or the number of buildings/facilities included significantly exceeds these estimates, RCI reserves the right to adjust its fees accordingly. The RCI Project Coordinator will identify this overage to your point of contact as soon as any additional work requirement becomes apparent. Any additional fees will be applied to the final invoice.
2. All inventoried assets are owned by the County. No leased equipment will be inventoried unless requested by you.
3. The County will provide RCI all available asset acquisition costs & dates and will work with RCI to determine reasonable and defensible acquisition dates when actual dates cannot be established. Calculation of depreciation is dependent upon actual acquisition costs and dates.
4. Land, Land Improvements, Buildings & Infrastructure Assets will not be surveyed or inspected as part of this inventory project and the corresponding data will not be included in final asset reports provided by RCI. Services for inventory of infrastructure assets and cost research can be arranged with RCI, but additional fees will apply.

PRICING

The Fixed Asset Inventory and Management services will be provided for a flat fee of **\$ 6,350.00**. This fee includes tagging and scanning all fixed assets with original purchase cost of \$500.00 and above. (Item "A" on the acceptance page). RCI will require an initial payment of **\$ 4,445.00** payable at the end of the on-site portion of this project, and the remainder due upon completion of the project. Terms, net 10 days.

OPTIONAL PRODUCTS & SERVICES

TRAINING

The delivered product includes a removable USB-drive containing the populated asset database, accompanied by system loading and operating instructions. If optional on-site training is desired it can be provided at the rate of \$1250.00 for one on-site day. Additional days on the same RCI training trip can be scheduled at the rate of \$250.00 per day.

The training consists of instruction for both the system operator and any personnel who will perform inventories, should you elect to perform future inventories. RCI strongly recommends that on-site training be done in conjunction with the delivery of the populated database (Item "B" on acceptance page).



BAR CODES

Additional polyvinyl bar code labels, to allow for perpetuation of the system, are \$0.18 each (Item "C" on acceptance page).

ANNUAL TECHNICAL SUPPORT

Free telephone technical support is included for the first 60 calendar days following the completed project. RCI will bill \$850.00 per year after the initial 60 days to retain this customer support for two designated County employees. If after the free 60-day period, you elect not to use this yearly-billed service, RCI will continue to support you for a fee of \$250.00 per incident (Item "D" on acceptance page).

AUTHORIZATION

When you are ready to schedule this project, please sign and date the acceptance page and return it to RCI via email or fax.

**Please note that we do not need a PO or PO # to schedule the work and we typically schedule projects two to three months in advance. **

Thank you for your consideration,

A handwritten signature in black ink, appearing to read "Jackie Frost", written in a cursive style.

Jackie Frost
Account Manager



FIXED ASSET INVENTORY AND MANAGEMENT UPDATE PROPOSAL

DATED OCTOBER 30, 2023

ACCEPTANCE BY GILLESPIE COUNTY

FREDERICKSBURG, TEXAS

Please check the services authorized.

- A. Based on estimated 20 Sites and the vehicle estimate provided, RCI provides this Fixed Asset Inventory and Management proposal (including FAMP 11.1 software) for a flat fee of **\$ 6,350.00**. RCI will require an initial payment of **\$ 4,445.00** payable at the end of the on-site portion of this project, and the remainder due upon completion of the project. Terms, net 10 days.
- B. On-site training @ a rate of \$1250.00 for the first day and \$250.00 for each additional day desired on the same trip
- C. _____ Polyvinyl Bar Code Labels for perpetuation of the system @ \$0.18 each
- D. Customer technical support @ \$850.00 per year

Name _____ Title _____

Signature _____ Date _____

Phone Number _____ Fax Number _____

Email _____ Purchase Order # _____



GILLESPIE COUNTY, TEXAS JOB DESCRIPTION

Department: Indigent Health & Court Collections
Position/Class Title: Indigent Health & Court Collections Assistant
Supervisor: Indigent Health & Court Collections Coordinator
Pay Grade: 12
Rate: \$17.49
Employment Status: Non-Exempt
Direct Reports: 0 Full-time; 0 Part-time

GENERAL DESCRIPTION:

This position includes duties in both County Indigent Health Care Program, coordination of application process and Court Collections, coordination of payment plans.

COUNTY INDIGENT HEALTH CARE PROGRAM (CIHCP): Assist Indigent Health & Court Collections Coordinator with providing Indigent Health Care applications to individuals seeking health care benefits and services through Gillespie County. Assist individuals in completing applications, determine eligibility for new applicants and continual eligibility for clients for Indigent Health Care services, review and verifying data on applications, ensure adherence to regulations, policies, and procedures as set by State and Gillespie County.

COURT COLLECTIONS: Assist Indigent Health & Court Collections Coordinator with the operation of the Court Collection Program for court ordered fines, fees, and/or restitution. Provide defendant with an alternative means to satisfy their financial obligation to the court system through a payment plan. Assist with interviews with defendant, verify defendant's application information, evaluate defendant's ability to successfully complete a payment plan. Monitor and attempt to ensure defendant's compliance with payment plan.

ESSENTIAL JOB DUTIES:

Essential duties/functions, under the supervision of the COUNTY INDIGENT HEALTH CARE PROGRAM (CIHCP):

- Provide Indigent Health Care applications to individuals seeking health care benefits and services from the County.
- Assist in completing applications and advise individual of supporting documents required by Program regulations.
- Review, analyze and evaluate information provided on individual's application.
- Determine eligibility for new applicants and continued eligibility of clients for Indigent Health Care services.
- Interview applicants to determine eligibility, financial status inquiries, living arrangements, medical conditions, etc., and contact various human services agencies, financial institutions, landlords, etc., to confirm information received.
- Enter pertinent information into electronic data system and update client information per Program requirements.
- Advise applicants of potential eligibility for programs such as social security, Medicaid, Medicare, Food Stamps, MHMR services, disability, widow's benefits, and supplemental security income (SSI).
- Confer with representatives of other governmental or private human service agencies or health care

Job Title: Indigent Health & Court Collections Assistant

- professionals to coordinate referral of programs to clients in need.
- Prepare reports as required and/or requested as relative to CIHCP.
- Maintain tangible files, documents, and reports related to the CIHC Program.
- Answer routine telephone and personal inquiries concerning CIHC Program.
- Interpret the invoice coding, determine the type of service; input the information/data into the indigent health system.
- Run reports from the indigent health system showing the amounts owed at the indigent rates.
- Submit claims to Auditor's Office for payment processing.
- Distribute applications to defendants requesting time to pay court ordered fines, fees and/or restitution with instructions for completion.
- Review, analyze and evaluate information provided by defendant's application.
- Direct defendants to appropriate Court for payments of fines, fees, and/or restitution.
- Prepare payment plan documents for defendant and Court, submit proposed payment plans to Clerk of the Court or to the Judge for Judge's approval.
- Locate and notify defendant of delinquent account and attempt to secure payment.
- Provide location information of defendant to law enforcement upon request.

Essential Job Duties are intended to be examples of duties and are not intended to be all inclusive. There will be other duties as assigned.

KNOWLEDGE, SKILLS, AND ABILITIES:

- Ability to perform essential duties and functions of the position in the working conditions and schedules as described.
- Social work (indigent health care), Criminal Court and/or collections or related training/work experience preferred.
- Must be able to maintain confidentiality of records as required by law. Strong communication skills, both orally and in writing.
- Knowledge of modern office practices and procedures.
- Proficient in the use of Microsoft Office Suite.
- Proficient in the use of office equipment such as copier, scanner, typewriter, calculator, computer. Ability to perform assigned duties without continual supervision and to make sound, independent judgments.
- Ability to use various databases and search strategies to locate contact information. Ability to manage multiple and changing priorities as may be necessary.
- Regular work attendance is essential.
- Bi-lingual in English and Spanish preferred.
- Ability to remain calm during stressful situation.
- Must have good communications skills and courteous public relations skills.
- Ability to establish and maintain effective working relationships with co-workers; be a team player; skill to deal with the public in a positive and professional manner.

EDUCATION AND EXPERIENCE:

- Graduation from high school or GED equivalent.
- Minimum of one to two years in related work experience, training or an equivalent combination of education and related experience.
- Must be at least 18 years of age.

Job Title: Indigent Health & Court Collections Assistant

LICENSES, CERTIFICATIONS, OR REGISTRATIONS:

Certifications, licenses, professional designations, or other qualifications **required** for this position include: Must hold a valid Texas driver's license.

Certifications, licenses, professional designations, or other qualifications **preferred** for this position include: n/a

ENVIRONMENTAL WORKING CONDITIONS AND SCHEDULES:

County facilities, including vehicles, are smoke-free and alcohol-free working environments. Location for this position is the Gillespie County Courthouse. Working conditions consist of an indoor and air-conditioned environment.

The position requires daily and prolonged repetitive motor movements, such as but not limited to: sitting, walking, stooping and movements of various supplies and/or equipment of up to 10 pounds. The request for assistance with heavy objects is required for personal and material safety.

Normal work schedule is Monday through Friday, eight (8) hours per day, 40 hours per week 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.

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.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**AMENDMENT TO RESTRICTIVE COVENANTS – TERMINATION OF SETBACK
LINE**

STATE OF TEXAS §

COUNTY OF GILLESPIE §

WHEREAS, HILL COUNTRY COMMUNITY NEEDS COUNCIL (“NEEDS COUNCIL”), A TEXAS NONPROFIT CORPORATION, is the owner of 1.31 acres of land, more or less, situated in Fredericksburg, Gillespie County, Texas, part of Tract No. 3 of Carriage Hills Addition, Unit 7, according to the plat recorded in Volume 1, Page 57 of the Plat Records of Gillespie County, Texas; said 1.31 acre tract of land being more particularly described in Instrument Number 20143582 of the Official Public Records of Gillespie County, Texas. (“Needs Council Property”)

WHEREAS, FRITZ FAMILY ENTERPRISES LIMITED PARTNERSHIP (“FRITZ”) is the owner of a 2.57 acre tract or parcel of land, more or less, situated in Fredericksburg, Gillespie County, Texas, part of Tract No. 3 of Carriage Hills Addition, Unit No. 7; said 2.57 acre tract being more particularly described in the Warranty Deed recorded at Volume 279, Page 382 of the Official Public Records of Gillespie County, Texas. (“Fritz Property”)

WHEREAS, CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, A UTAH CORPORATION SOLE (the “CHURCH”), is the owner of Lot 3A-4, a Resubdivision on a part of Lot No. 3 Carriage Hills Addition, Unit No. 7, being more particularly described in the Warranty Deed recorded at Volume 236, Page 937 of the Official Public Records of Gillespie County, Texas. (“Church Property”)

WHEREAS, GILLESPIE COUNTY, TEXAS (the “COUNTY”), is the owner of a 0.96 acre tract of land, more or less, situated in the City of Fredericksburg, Gillespie County, Texas, being part of Tract No. 3 of Carriage Hills Addition, Unit No. 7, and being more particularly described in the Warranty Deed recorded at Volume 189, Page 223 of the Official Public Records of Gillespie County, Texas, and is the owner of Lots No. 3B-4 and 3C-4, a Resubdivision on a part of Lot No. 3, Carriage Hills Addition, Unit No. 7, being more particularly described in the Warranty Deed recorded at Volume 251, Page 467 of the Official Public Records of Gillespie County, Texas. (“County Property”)

WHEREAS, the above described tracts of land were all conveyed subject to restrictive covenants which are substantially similar.

WHEREAS, the Needs Council Property is burdened by those Restrictive Covenants recorded at Volume 134, Page 677-685, Official Public Records of Gillespie County, Texas. (“Needs Council Restrictive Covenants”)

WHEREAS, the Needs Council Restrictive Covenants have a 25’ building setback line and service alley on the North side of the Needs Council Property, as shown in the Survey attached hereto as Exhibit A. (“Setback and Service Alley”). (See Volume 134, Page 680, Paragraph 4).

WHEREAS, the Needs Council wishes to construct a building on the Needs Council Property.

WHEREAS, due to limitations imposed by other buildings, utilities and other infrastructure on the Needs Council Property, the construction of an additional building would encroach into the Setback and Service Alley.

WHEREAS, the Needs Council has requested the termination of the Setback and Service Alley in order to remove any encroachment.

WHEREAS, the Needs Council, the County, Fritz and the Church agree that the Setback and Service Alley restriction should be terminated and abandoned on the Needs Council Property.

NOW, THEREFORE, for and in consideration of the mutual benefits to be derived herefrom, the undersigned agree that the Setback and Service Alley is hereby eliminated, terminated and removed from the Needs Council Property and Needs Council Restrictive Covenants.

The undersigned further agree that all terms and provisions of said original restrictive covenants shall remain in full force and effect as originally established, except as otherwise expressly provided herein.

Effective for all purposes on this ____ day of _____, 2023.

[SIGNATURES TO FOLLOW ON NEXT PAGES]

HILL COUNTRY COMMUNITY NEEDS COUNCIL

Cindy Heifner
Executive Director – Hill Country Community Needs
Council

STATE OF TEXAS

COUNTY OF GILLESPIE

This instrument was acknowledged before me on _____, 2023, by
Cindy Heifner.

Notary Public, State of Texas

FRITZ FAMILY ENTERPRISES LIMITED
PARTNERSHIP

Fritz Family Enterprises, LP
By: Fritz Connection, LLC
Its: General Partner
Sylvia Fritz, Manager
David Fritz, Manager

STATE OF TEXAS

COUNTY OF GILLESPIE

This instrument was acknowledged before me on _____, 2023, by
Sylvia Fritz-Dobbs.

Notary Public, State of Texas

CORPORATION OF THE PRESIDING BISHOP OF THE
CHURCH OF JESUS CHRIST OF LATTER-DAY
SAINTS, A UTAH CORPORATION SOLE

Shelby Horn
Branch President – Corporation of the Presiding Bishop of
the Church of Jesus Christ of Latter-Day Saints, a Utah
Corporation Sole

STATE OF TEXAS

COUNTY OF GILLESPIE

This instrument was acknowledged before me on _____, 2023, by
Shelby Horn.

Notary Public, State of Texas

COUNTY OF GILLESPIE

Judge Daniel Jones – Gillespie County Judge

STATE OF TEXAS

COUNTY OF GILLESPIE

This instrument was acknowledged before me on _____, 2023, by
Gillespie County Judge Daniel Jones.

Notary Public, State of Texas

AFTER RECORDING RETURN TO
Cindy Heifner
Executive Director
Hill Country Community Needs Council
1904 N. Llano
(PO Box 73)
Fredericksburg, Texas 78624