

AGENDA
GILLESPIE COUNTY COMMISSIONERS COURT
REGULAR MEETING
MONDAY, APRIL 22, 2024
GILLESPIE COUNTY COURTHOUSE
FREDERICKSBURG, TEXAS
9:00 O'CLOCK A.M.

Invocation and Pledge of Allegiance.

1. Call meeting to order.

2. Consent Agenda - routine business items that the Court will act upon collectively in single motion, unless an item is requested to be removed from the Consent Agenda by any member of the Commissioners Court, in which case the removed item will be considered, discussed, and acted upon separately as a regular agenda item.
 - a. Consider approval of Bills & Claims and payments via electronic fund transfers.
 - b. Consider approval of Journal Entries & Budget Amendments (Line Item Transfers).
 - c. Consider approval of payroll claims & related expenses.
 - d. Consider approval of Departmental Reports.
 - e. Consider approval of Fees of Office.

3. Proclamation: Texas Soil and Water Stewardship Week.

4. Receive and discuss presentation from Neffendorf & Blocker, PC on annual outside audit report for FY2023, and consider approval of said report.

5. Consider approval of subscription to MotionInfo for Aircraft Tracking and Operational Reports Program at County Airport.

6. Consider rescheduling the May 27, 2024 Commissioners Court regular meeting due to the Memorial Day holiday.

7. Public Hearing on the Application and Petition filed by Harper ISD to close, abandon and/or vacate that certain road known as “North School Street”, which is listed as a County road in Precinct 2 in Gillespie County, Texas.
8. Discuss and consider Application and Petition filed by Harper ISD to close, abandon and/or vacate that certain road known as “North School Street”, which is listed as a County road in Precinct 2 in Gillespie County, Texas, and consider taking action to close, abandon and/or vacate said road, and/or taking any other appropriate action related to said Application and Petition.
9. Consider acceptance of donation of funds from the 100 Club of Fredericksburg for the benefit of the Gillespie County Sheriff’s Office.
10. Consider and discuss proposed revisions to the County’s Regulations and Procedures Authorizing Permits for Construction within the Public Road Right-of-Way and the accompanying permit application forms, and consider taking appropriate action related to same.
11. Consider approval of Centre Technologies quote for the annual renewal of licensing for the County’s Microsoft 365 cloud services, and authorization for execution of documents.
12. Consider acceptance of donation of funds from the Fredericksburg Optimist Club for the benefit of the Pioneer Memorial Library.
13. Consider approval of County Clerk minutes from multiple Commissioners Court meetings.
14. Consider approval of promotion of personnel in Treasurer’s Office.
15. Consider approval of advertising for personnel in Treasurer’s Office.
16. Consider proposals and award bid for the repair of garage doors on the show barn at the Gillespie County Fair Grounds.

17. Consider approval of the payment of sales, excise and use tax, plus any applicable penalties and interest as determined by the to the Texas Comptroller's Office, for the 10/01/23 - 12/31/23 reporting period.

18. Consider approval of Memorandum of Understanding ("MOU") to acknowledge the transfer of all 9-1-1 service responsibilities for the Gillespie County Tierra Linda area subscribers from Kerr 9-1-1 to the Alamo Area Council of Governments ("AACOG").

19. Consider approval of hiring or transferring personnel for vacant positions in the Sheriff's Office.



SOIL & WATER STEWARDSHIP WEEK PROCLAMATION

WHEREAS, fertile soil and clean water provide us with our daily sustenance, and

WHEREAS, effective conservation practices have helped provide us a rich standard of living, and

WHEREAS, our security depends upon healthy soil and clean water, and

WHEREAS, stewardship calls for each person to help conserve these precious resources,

Therefore, I, do hereby proclaim the week of April 28– May 5, 2024 as Texas Soil and Water Stewardship Week.

NAME, TITLE

DATE SIGNED



TEXAS STATE
Soil & Water
CONSERVATION BOARD

TEXAS SOIL AND WATER STEWARDSHIP WEEK



As we celebrate Texas Soil and Water Stewardship Week, the theme "May the Forest Be with You Always" takes center stage, emphasizing the connection between soil and water conservation and the resilience of our forests.

Forests contribute immeasurably to the well-being of our communities, our state, and the planet! Beyond producing oxygen and storing carbon, as well as being havens for biodiversity, forests play a crucial role in safeguarding our soil and water resources. They stand as protectors, preventing erosion, filtering contaminants, and fostering healthy watersheds. This year's theme invites us to appreciate the intricate relationship between soil, water, and the abundant forests that shape our Texas landscape.

Forest landowners are an important part of Texas agriculture. They work closely with their local Soil and Water Conservation Districts (SWCD) and the Texas A&M Forest Service to implement conservation practices that promote the health and sustainability of forests and forest ecosystems.

Since 1939, the Texas State Soil and Water Conservation Board (TSSWCB) and SWCDs across the state have tirelessly worked to encourage responsible natural resource management. Now, more than ever, the collaborative efforts of TSSWCB, SWCDs, the Texas A&M Forest Service, and our conservation partners are crucial in developing strategies to protect and conserve our precious soil and water resources.

Our goal is to shine a light on the forestry industry's integral role in tandem with agriculture. The collaboration between these sectors is essential for maintaining the health of our soil, water, and forests. Recognizing their relationship is a step towards fostering sustainable practices that benefit us all.

Privately-owned forests contribute significantly to the Texas economy and provide numerous environmental and social benefits. You don't have to stand in the middle of the woods to be surrounded by forests. Essential products made from trees include paper products, the lumber that built your home and even household items such as toothpaste, medicines and dyes. Trees also offer habitat and food to birds, insects, lichen, fungi, mammals, and reptiles. Finally, trees increase our quality of life through a relaxing effect, reducing stress. It doesn't matter where you are - the forest is always with you.

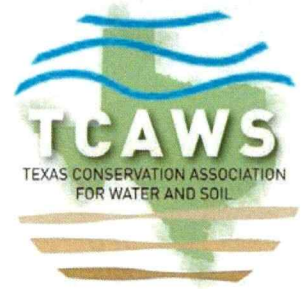
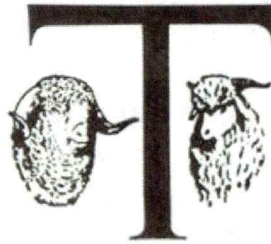
In Texas, 11.7 million people get their clean surface drinking water from forests and as stewards of these precious natural resources, we must acknowledge and conserve the bond of soil, water, and forests. Through the theme "May the Forest Be with You Always," we acknowledge the intricate interdependence of these elements and commit to conserving the beauty and vitality of our beloved Texas landscape for generations to come. Together, let's ensure that working our forests endure, our soil remains productive, and our waters flow sustainably—May the Conservation Force be with Us Always.

TEXAS STEWARDSHIP WEEK: APRIL 28 - MAY 5, 2024

TEXAS STATE
Soil & Water
CONSERVATION BOARD

TEXAS A&M
NRI
NATURAL RESOURCES INSTITUTE


Texas Water
Resources Institute
make every drop count



**PLAINS
COTTON
GROWERS**

TEXAS A&M
AGRI LIFE
EXTENSION



Natural Resources Conservation Service
U.S. DEPARTMENT OF AGRICULTURE



UPPER TRINITY
CONSERVATION TRUST



TEXAS A&M
FOREST SERVICE

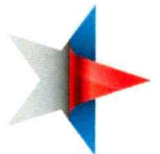


TEXAS FORESTRY
ASSOCIATION



Texas Association of Dairymen

TEXAN  by
NATURE™



TEXAS FARM BUREAU®



DUCKS
UNLIMITED

The Nature
Conservancy 
Texas




AGRICULTURE
TEACHERS
ASSOCIATION OF TEXAS



**WATER
GROWS**
A PROJECT BY TEXAS CORN PRODUCERS AND
USDA NATURAL RESOURCES CONSERVATION SERVICE



PUBLIC APPLICATION FOR ROAD CHANGE

TO: THE COMMISSIONERS COURT OF GILLESPIE COUNTY, TEXAS

(Bonnie Stewart DBA Harper ISD), applicants, pursuant to Section 251.052 of the Texas Transportation Code, hereby make an application to close, vacate and abandon (North School Street) which is listed as a county road in Gillespie County, Texas.

The entire (North School Street), which begins at the (Intersection US Hwy 290 West and North School Street) in Precinct (2), Gillespie County, Texas, and runs approximately (½ mile Thru HISD Campus) and ends at (Intersection of Hwy 783 North and North School Street) as set forth in the minutes of the Commissioners Court of Gillespie County, Texas, is requested to be closed, vacated, and abandoned.

This application and petition are supported by the fact that the undersigned Applicants (Insert names) own fee title to all property from the beginning of (North School Street) at the (Hwy290 west intersection) to the end of (North School Street intersecting with 783 North).

For further information, this road is not essential to any other landowners in Gillespie County to access their property.

Closure, vacation, and abandonment of this road will result in the county having a reduction in maintenance costs as it relates to (North School Street), when it is closed, vacated, and abandoned.

The signature of (8) property owners in Precinct (2), such being the precinct in which the subject tract of land is located, supports this petition.

Tina Burthard

Marilyn E. Meier

William Long

Margaret Stevenson

Noel

Angela King

Jackie Jett

Jubhi Keith

**PETITION
NOTICE OF INTENTION TO APPLY FOR
CLOSING, VACATING AND ABANDONMENT OF
(North School Street)
IN PRECINCT 2
GILLESPIE COUNTY, TEXAS**

Notice is hereby given that the undersigned Applicants, being property owners in Precinct2, Gillespie County, Texas, intend, not less than twenty (20) days after the date this Application is posted at the Courthouse Door and at two other places in the vicinity of the affected route, to have a change in the (North School Street) by having the road closed, vacated and abandoned as a public road as per the attached Public Application for Road Change.

Signed this 10th day of February, 2024.

Vina Bernhard

Marci E. Meier

William St

Margen Stevenson

Howe

Angie King

Jackie Jett
Yulio Kiedl



GILLESPIE COUNTY RIGHT-OF-WAY REGULATIONS

EFFECTIVE MM/DD/YYYY

DRAFT

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ARTICLE 1 ADMINISTRATIVE PROVISIONS

SECTION 1.01 ENACTMENT

Texas Transportation Code Section 251.016 and 251.017 gives the Commissioners Court of a County general control over all roads, highways, and bridges in the County, and authority to issue permits and to set reasonable fees related thereto.

Construction within the public right-of-way of County maintained roads may impact the integrity of the County roads and impact the public safety of vehicular traffic by creating physical obstructions or adverse conditions affecting the roadway, including drainage or maintenance.

As the County population continues to increase, with a corresponding increase in the volume of traffic on County roads, it is essential that any construction within the public right-of-way, including driveway entrances and exits, be of adequate design, construction, and maintenance, taking into account proper drainage and safety in conjunction with anticipated traffic upon the affected roadway, and the impact of such construction upon abutting properties so that ingress and egress may be made as safe as possible to the traveling public.

The Gillespie County Commissioners Court, in the interest of the health, safety, and welfare of the residents of Gillespie County, desires to control construction within the public right-of-way of County maintained roads in a reasonable manner and the Gillespie County Commissioners Court desires to adopt permitting regulations and procedures as set forth herein.

Any construction occurring within the public right-of-way of a County maintained road shall require a permit issued by the Gillespie County Commissioners Court, or its designee.

The Gillespie County Commissioners Court hereby adopts the permitting regulations set forth herein and authorizes the County Commissioners and County Engineer, or their designee, to enforce such regulations. It is to be understood that any reference to “the County Commissioner” shall mean the County Commissioner with jurisdiction over the location of the improvement, project, or work subject to these regulations.

SECTION 1.02 EFFECTIVE DATE

These regulations are effective as of **MM/DD/YYYY** and supersede, repeal, and replace any right of way regulations enacted by the County before the effective date. These regulations shall remain in full force and effect until amended or repealed by the Commissioners Court.

SECTION 1.03 NOTICE AND RECORDATION

Any notice or other communication required shall be in writing and delivered to the individual at the address provided in the application, and shall be deemed to have been duly given on the date of service if served personally or by email, or 3 business days after the date of mailing if mailed by first class mail, registered or certified, postage prepaid and addressed to the County Judge at 101 W. Main, Unit #9, Fredericksburg, Texas 78624.

All applications and file copies of permits issued pursuant to these regulations are maintained by the County Commissioners and County Engineer, or their designee, as part of the records of their office. The disposition of such records will be in accordance with the office’s Standard Operating Procedures.

SECTION 1.04 NON-CONFORMANCE

Any improvement constructed within the public right-of-way that is non-compliant with these regulations or procedures, or which was constructed after 2019 without an approved right-of-way permit is subject to removal by Gillespie County with or without warning. Any incurred charges in bringing the area into compliance will be assessed to the applicant (or property owner if there is no application filed), including but not limited to cost of materials, labor, equipment, and overhead.

Any improvement constructed within the public right-of-way prior to 2019 is subject to removal by Gillespie County if the improvement poses a safety hazard, or if it causes an obstruction to the established drainage path or line of sight in either direction.

If an applicant defaults on the terms and conditions of these regulations, the applicant shall be liable for all damages incurred by the County arising from the applicant's default, as well as attorney's fees and all costs and fees arising out of suit to enforce the terms and conditions of these regulations.

SECTION 1.05 ENFORCEMENT

If any person violates any provision of these regulations, the County Engineer will attempt to obtain compliance with these regulations by any and all lawful means. If the County Engineer is unable to obtain voluntary compliance, the County Engineer may pursue any of the following remedies:

A. Report to the Commissioners Court and the Court may pursue Civil Remedies:

1. If any person engages in the construction of an improvement within the public right-of-way either without a permit or in any manner except as specified in the permit issued by the Commissioners Court, or its designee, the Commissioners Court may request that the County, District Attorney, or retained legal counsel to file suit to enjoin the violation of these regulations.
2. If any person engages in the construction of an improvement within the public right-of-way either without a permit or in any manner except as specified in the permit issued by the Commissioners Court, or its designee, the Commissioners Court may order the applicant to remove or bring into compliance the improvement within the public right-of-way at the applicant's sole cost and expense.

B. Report to the Commissioners Court and the Court may pursue Contempt Proceedings:

1. An applicant under these regulations must certify to the Commissioners Court that the terms, provisions and conditions of the permit will be complied with. Violation of this certification constitutes contempt of Commissioners Court.
2. If the Commissioners Court finds a Person to be guilty of contempt, it may enter such orders consistent with general law as it deems appropriate to punish the person guilty of contempt, and may enter such order and further orders enforceable by civil and criminal contempt, and consistent with its authority under general law, as Commissioners Court deems necessary to enforce and protect its jurisdiction over the matter and to uphold the integrity of these regulations.
3. The procedure for contempt proceedings before Commissioners Court will be consistent with procedures in actions before other courts in Texas for enforcement of court orders, and for the protection of the jurisdiction of courts by process of contempt. Provided,

however, that the person shall be given 10 calendar days notice of said contempt proceedings.

4. The Commissioners Court shall punish contempt by fine of \$25 or by imprisonment not to exceed 24 hours, and in case of fine, the applicant may be held in custody until the fine is paid, as set forth in Texas Local Government Code §81.023.

SECTION 1.06 INDEMNIFICATION, DISCLAIMER OF WARRANTIES, AND RELEASE OF LIABILITY

- A. Indemnification: The applicant shall indemnify and hold harmless the County and its duly appointed officers, agents and employees from all suits, actions, losses, damages, claims, or liability of any character, type, or description, including without limiting the generality of the foregoing, all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, the acts of the applicant, applicant's officers, agents or employees in the execution of the right-of-way permit.
- B. Disclaimer of Warranties: GILLESPIE COUNTY HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, USEFULNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. In no way does Gillespie County's issuance of a permit under these regulations constitute an endorsement or warranty of the applicant or the quality of the applicant, applicant's officer, agent or employee's workmanship.
- C. Release of Liability: Gillespie County, its officers, employees and agents shall at no time be held liable for any damage or injury done to the property of the applicant whether in contract or in tort, which may result from improving and/or maintaining the County Road or public right-of-way.

SECTION 1.07 DEFINITIONS

Unless otherwise designated, the terms in these regulations shall have the same meaning as the terms defined in the current version of the Gillespie County Subdivision and Manufactured Home Rental Community Regulations.

Certain additional terms used in these regulations have the meanings indicated below:

- A. Application Period – the time period during which the right-of-way permit application is under review by the Gillespie County Commissioners Court, or its designee.
- B. Construction Period – the time period after the right-of-way permit application has been approved by the Gillespie County Commissioners Court, or its designee.
- C. Fence – a barrier or structure completely or partially enclosing an area of ground that is intended to mark a boundary and/or prevent pedestrian or vehicular access.
- D. Irrigation – equipment utilized to apply water to facilitate vegetative growth, including but not limited to spray heads, pipes, control wiring, and drip irrigation tubing.
- E. Improvement – shall have the same meaning as “development” as defined in the Subdivision Regulations

- F. Revegetation – establishment of 80% of vegetative cover. Seeding does not constitute the establishment of vegetative cover.
- G. Right-of-way (ROW) – any right, title or interest in land acquired, claimed and maintained by Gillespie County, Texas, for vehicular and pedestrian transportation, road safety and road drainage.
- H. Subdivision Regulations – the current version of the Subdivision and Manufactured Home Rental Community Regulations for Gillespie County, Texas.

SECTION 1.08 SEVERABILITY

The provisions of these regulations are severable. If any word, phrase, clause, sentence, section, provision, or part of these regulations should be held invalid or unconstitutional, it shall not affect the validity of the remaining provisions, and it is hereby declared to be the intent of the Commissioners Court that these regulations would have been adopted as to the remaining portions, regardless of the invalidity of any part.

SECTION 1.09 HEADINGS, TENSE, GENDER, AND NUMBER

- A. Headings: The headings of sections of these regulations are for convenience of reference only and shall not affect in any manner any of the terms and conditions herein.
- B. Tense, Gender, and Number: Unless otherwise designated, the past, present, or future tense shall each include the other, the masculine, feminine, or neuter gender shall each include the other, and the singular and plural number shall each include the other where necessary for a correct meaning.

ARTICLE 2 PERMITTING PROCEDURE

SECTION 2.01 PERMIT REQUIRED

- A. Any person seeking to construct an improvement on, in, or over a public ROW shall first file an application for a ROW permit with the County Engineer and shall abide by the terms and provisions of these regulations. Examples of facilities requiring a ROW permit include, but are not limited to installation of drive approaches, mailboxes, aerial or underground utilities, structures, signs/monuments, placement of rocks or boulders, and excavation, fill, or grading.
- B. The Applicant shall assume full responsibility for notification, coordination and relocation of any utility facilities impacted by the proposed improvement.
- C. The applicant shall submit a temporary Traffic Control Plan if any lane or road closures are proposed. Notice must be provided to the Precinct Commissioner at least 5 business days in advance of any lane closures and 10 business days in advance of any road closures. There shall be no lane or road closures without the prior written approval of the Precinct Commissioner.
- D. All ROW permits are subject to the Road Damage and Repair provisions described in the Subdivision Regulations.
- E. Issuance of a ROW permit by the County does not grant any right, claim, title, or public easement in or upon the County Road or its appurtenances.

SECTION 2.02 RESTRICTIONS

The following improvements are not permitted or not recommended to be constructed within public ROW:

- A. Fences are not permitted within public ROW. Fences constructed within public ROW are subject to removal as stated under Section 1.04.
- B. Gates shall not be permitted within or across public ROW. Gates constructed within public ROW are subject to removal as stated under Section 1.04. Gates installed across a public easement (drainage easement, etc.) shall follow the provisions set forth in these regulations.
- C. Irrigation may be placed in a public ROW at the property owner's risk. A ROW permit is not required for irrigation, as it is not recommended to be placed in a public ROW and shall not be construed to be approved within a public ROW. The County shall not be responsible for relocating, repairing, or replacing damaged irrigation lines within a public ROW before or after any type of construction, repair, or maintenance performed by the County, or a contractor hired by Gillespie County, within the public ROW.
- D. Landscaping may be placed in a public ROW at the property owner's risk. Boulders or large stones that create a safety hazard must be permitted as described in these regulations. A ROW permit is not required for landscaping, as it is not recommended to be placed in a public ROW and shall not be construed to be approved within a public ROW. The County shall not be responsible for relocating, repairing, or replacing damaged landscaping within the public ROW before or after any type of construction, repair, or maintenance performed by the County, or a contractor hired by Gillespie County, within the public ROW.

SECTION 2.03 PERMIT PROCEDURE

The procedure used to process ROW permits is described below. A supplemental flow chart summarizing the permit procedure is available on the County's website or a hard copy can be provided upon request made to the County Engineer's Office. If any discrepancies exist between the flow chart and these regulations, the information in these regulations shall control.

- A. The applicant shall request a pre-application meeting with the County Engineer. The County Engineer may conduct a site inspection or require a site meeting with the applicant, applicant's contractor, and the Precinct Commissioner to review the proposed scope of work.
- B. The applicant shall fill out and submit a complete ROW Permit Application and the supporting documents in one complete submittal to the Gillespie County Engineer's Office. The application is available on the County's website, or a hard copy can be provided upon request made to the County Engineer's Office.
- C. The County Engineer will notify the applicant if the application is determined to be complete or incomplete within 10 business days of receipt of the application. If missing information is not submitted within 45 days, the application will expire and the applicant shall be required to resubmit a new ROW permit application, including the applicable fees.
- D. After the application is determined to be complete, the County Engineer will review the permit application within 10 business days.
 1. If approved, the permit will be returned to the applicant as authorization to construct the improvements.
 2. If disapproved, the applicant will receive a written list of reasons for disapproval. The applicant shall remedy each reason for disapproval provided and resubmit the ROW permit application within 45 days of such disapproval. If a revised application is not submitted within 45 days, the application will expire and the applicant shall be required to resubmit a new ROW permit application, including the applicable fees. The revised application will be re-reviewed as provided in steps C and D until approved, expired, or withdrawn.
- E. Start of construction shall not commence until the permit application has been approved. Improvements constructed prior to ROW permit approval are subject to removal as stated under Section 1.04.
- F. After approval of the ROW permit application, any revision or alteration shall be approved by the County Engineer prior to construction. The County Engineer may require the applicant to submit a new ROW permit, including the applicable fees, if the proposed revisions are determined to be a substantial change from the original permit.
- G. The applicant must notify the County Engineer after construction is complete, and at any other interval required by the County Engineer, if any, to schedule an inspection of the improvements. At completion, all equipment, construction material, trash, and other debris shall be removed and the work area shall be restored to its pre-project conditions, including revegetation of the public ROW at the applicant's cost and patching of roadway cuts.
- H. Within 5 business days after the County Engineer's inspection, the County Engineer will notify the applicant if the improvements are determined to be compliant with these requirements.

1. If improvements are determined to be compliant, the County Engineer will issue a letter of completion for the improvement.
 2. If improvements are determined to be non-compliant, such improvements must be removed, replaced, or repaired, as directed by the County Engineer at the applicant's cost. The applicant shall remedy any non-compliant improvements within 10 business days of notification. The remedied improvements will be reinspected as provided in steps G and H until determined to be compliant with these requirements. Any improvement that remains non-compliant with these requirements is subject to removal as stated under Section 1.04.
- I. Maintenance of improvements constructed under the ROW permit shall be the responsibility of the applicant. Any improvements constructed in a public ROW shall be adequately maintained to prevent the blockage of stormwater runoff and to prevent any impediments to traffic safety.

SECTION 2.04 PERMIT FEES

Permit fees may be adjusted by the Commissioners Court at any time, the adopted fee shall be updated by amendment to these regulations. It is the responsibility of the applicant to ensure that the applicant is referring to the most current version of these regulations.

Table 2-1: ROW Permit Application Fees

If construction has started on an improvement in the ROW prior to approval of a ROW permit application, the applicant shall pay the calculated ROW permit fee x 2.

Improvement Type	Fee
Individual Single Family Residential Improvement	\$50
Multiple Single Family Residential/Residential Subdivision/MHRC/Non-residential Improvement	\$500
Utility Installation (Aerial Only + no new poles)	\$0
Utility Installation (Aerial Only + new poles)	\$250
Utility Installation (Underground) with no road crossings	\$500
Utility Installation (Underground) with road crossings	\$500 + \$125 per bore + \$250 per trench

SECTION 2.05 PERMIT EXPIRATION

If the ROW permit expires, the applicant shall be required to resubmit a new ROW permit application, including the applicable fees, subject to the regulations prescribed at the time the ROW application is resubmitted.

- A. During the application period, the permit will expire if missing information is not received within 45 days, or if a disapproved application is not resubmitted within 45 days as described in Section 2.03.
- B. During the construction period, the ROW permit expires 6 months after the date of approval if no progress has been made towards completion of the project. The applicant must restore the work area to its pre-project conditions, including revegetation of the public ROW. Failure to meet this requirement is subject to the penalties described under Section 1.04 and Section 1.05.

SECTION 2.06 VARIANCES

An applicant who requests to obtain a variance to one or more of the requirements in these regulations shall submit a variance request form to the County Engineer for review by the Commissioner's Court. The process and requirements for submitting a variance request are provided in the Subdivision Regulations.

SECTION 2.07 APPEAL

An appeal for denial of a permit will be considered on the following basis:

- A. Upon denial of a ROW permit application, the applicant may appeal the decision to the Commissioners Court by stating good and sufficient cause for an appeal and submitting the reasons for approval in writing to the County Commissioners and County Engineer, or their designee, within 10 business days of the denial of said permit.
- B. The Precinct Commissioner and County Engineer, or their designee, shall review the appeal within 15 business days of receipt and provide a written recommendation to the Commissioners Court. The Applicant shall be provided with a copy of the recommendation and a notice of the scheduled Commissioner's Court meeting date and may appear before Commissioners Court to support the appeal.
- C. The decision of the Commissioners Court is final.

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ARTICLE 3 PERMITS - ROAD INTERSECTIONS AND DRIVEWAYS

SECTION 3.01 ACCESS SPACING REQUIREMENTS

- A. Road intersections and driveways shall meet the access connection spacing requirements shown in Table 3-1. The County Engineer may approve an alternate location if conformance to this requirement would create a safety hazard. The alternate location must be provided and approved by the applicant’s Engineer.
- B. All access shall be as near to 90-degrees as practicable and shall always be between 80-degrees and 100-degrees.
- C. Where possible, access points shall be aligned directly across from other streets or driveways on the opposite side of the street.
- D. Avoid placing access locations on curves and steep slopes. If the County Engineer determines the existing topography does not provide adequate intersection site distance, an alternate location must be provided and approved by the applicant’s Engineer. The USDOT Federal Highway Administration Intersection Safety Manual for Local Rural Road Owners is used as a guideline in determining adequate intersection site distance.

Figure 1: Access Connection Spacing Diagram

The distance between access points is measured from the edge of pavement to edge of pavement.

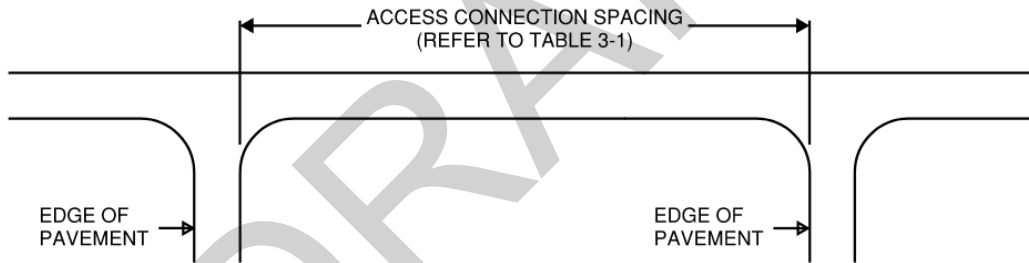


Table 3-1: Access Connection Spacing Requirements

The table describes the minimum separation from a proposed street or driveway to an existing or proposed road, driveway, and property line.

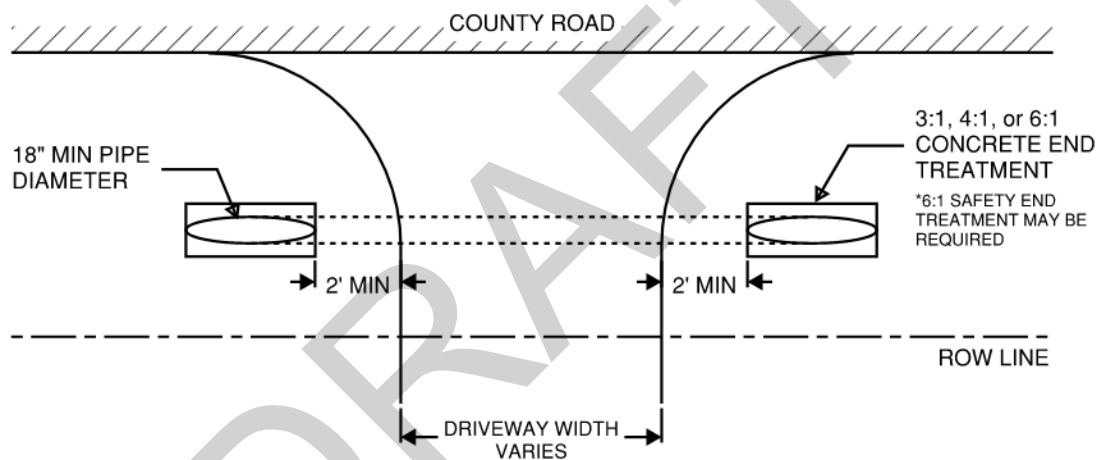
Speed Limit (mph)	Distance to Nearest Road Intersection (feet)	Distance to Driveway (feet)	Distance from Property Line (feet)
≤ 30	200	100	50
35	250	125	63
40	305	153	77
45	360	180	90
≥ 50	425	213	107

SECTION 3.02 CULVERTS

- A. Culverts shall be installed where drainage ditches intersect with access points.
- B. Entrance culverts conveying drainage parallel to public roadways shall be sized to carry a minimum of 125% of the flow for the 5-year design storm,

- C. Culverts conveying drainage across a public roadway shall be sized to carry a minimum of 100% of the flow for the 10-year design storm.
- D. Culverts shall have a minimum size of 18" diameter for pipe culverts or 2'x2' for box culverts.
- E. Culverts may be standard reinforced concrete pipe, corrugated galvanized metal pipes, reinforced concrete boxes, or other material accepted by TxDOT.
- F. Culverts shall be installed with a minimum of 12" cover or the minimum cover required by the material's specifications, whichever is greater.
- G. Culverts must have a minimum length of the access width plus 2' on each side, with ends encased in concrete riprap so as to provide a 3:1, 4:1, or 6:1 sloped concrete end treatment.
- H. A 6:1 safety end treatment in compliance with current TxDOT standards and details is required for single pipe culverts with a size more than 36" diameter, multiple pipe culverts with a size more than 30" diameter, and box culverts with a span more than 36".

Figure 2: Typical Culvert Layout



- I. Culverts shall not extend past the applicant's property boundary or easement, as applicable.
- J. Access points without culverts shall be designed to not obstruct the flow of water and must be approved by the County Engineer.

SECTION 3.03 ROAD INTERSECTION SPECIFICATIONS

- A. Design and Construction specifications for private road connections to public roads must be prepared by the applicant's Engineer.
- B. Roads in platted subdivisions designated as private roads must meet all public standards described in the Subdivision Regulations. Roads in subdivisions developed under a plat exemption must be constructed to public standards described in the Subdivision Regulations within County ROW.
- C. The applicant assumes the risk of all repairs, renovations, maintenance, and/or replacement of the proposed private road, including culverts installed for the private road connection to the public ROW.

- D. Road intersections shall meet all criteria stated under Section 3.01 and Section 3.02.
- E. Radii at the intersection of two roads shall be as specified in Table 3-2 below.

Table 3-2: Intersection Radii

Intersection Type	Radii
Primary/Primary	30 ft
Primary/Secondary	25 ft
Secondary/Secondary	20 ft

- F. Public roads shall not be used as a continuation of drainage, runoff exceeding the pre-developed conditions shall not be permitted to enter or cross a public road. The applicant’s Engineer shall provide calculations for the 5-, 10-, 50-, and 100-year design storm certifying this requirement is met.
- G. There shall be no adverse effect to drainage within County ROW created by the private road and/or road intersection. The applicant’s Engineer shall provide calculations showing no increase in stormwater runoff, velocity, or depth within the County ROW for the 5-, 10-, 50-, and 100-year design storm.
- H. The applicant must submit a TIA Worksheet with the ROW permit application. If the proposed road serves developed property, include all existing and proposed trips shown in separate categories on the worksheet. The TIA Worksheet must be completed using the most recent edition of the ITE Trip Generation Manual. If the development generates 100 or more total peak hour trips, a Traffic Impact Analysis (TIA) Study is required. The TIA Worksheet and TIA Scoping Worksheet are available on the County’s website, or a hard copy can be provided upon request made to the County Engineer’s Office.

SECTION 3.04 DRIVEWAY SPECIFICATIONS

- A. The County suggests providing driveway design and construction specifications prepared by an Engineer. If the County Engineer determines that topography or other existing conditions make it infeasible to conform to the requirements described in these regulations, or such conditions present other safety hazards, the County Engineer may require the location and design of the driveway to be provided by an Engineer.
- B. ROW permit approval by the County Engineer is based on field observations and best engineering practices. Approval of a ROW permit for a driveway does not constitute or imply the adequacy of the proposed materials or construction methods, or constitute or imply the sufficiency of the driveway’s hydraulic capacity or conveyance.
- C. The applicant assumes the risk of all repairs, renovations, maintenance, and/or replacement of the proposed driveway, including driveway culverts installed for the driveway connection to the public ROW.
- D. Drive approaches may be paved or unpaved. If the slope toward the public ROW exceeds 2%, paving may be required by the County Engineer within the ROW to prevent dirt, gravel, or other road debris from washing into the public road during a rain event.
- E. Driveways shall meet all criteria stated under Section 3.01 and Section 3.02.

- F. Driveway radius and width must meet the requirements specified in Table 3-3. Driveway width is measured at the ROW line as shown in Figure 2.

Table 3-3: Driveway Radius and Width

Driveway Type	Radius	Width (max)
Individual Single Family Residential:	5-10 ft	24 ft
Multiple Single Family Residential/ Residential Subdivision/ MHRC/ Non-residential:		
One entry and one exit lane < 4 single unit vehicles per hour	25 ft	28 ft
One entry and one exit lane ≥4 single unit vehicles per hour	30 ft	30 ft
One entry and two exit lanes Without divider	25 ft	40 ft
One entry and two exit lanes With 4 ft raised divider	25 ft	44 ft
Two entry lanes and two exit lanes With 4' raised divider	25 ft	56 ft

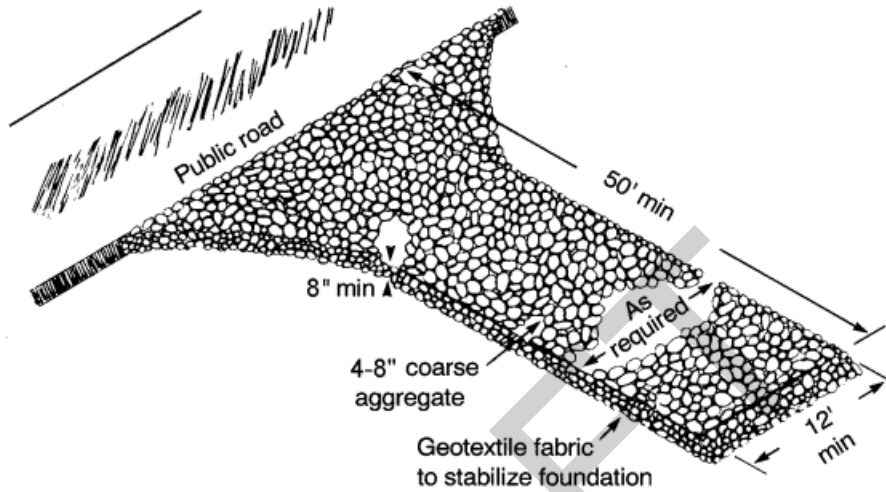
- G. All parts of the drive approach, including the radius, must be confined within the applicant's property boundary or access easement, as applicable.
- H. Public roads shall not be used as a continuation of drainage, runoff exceeding the pre-developed conditions shall not be permitted to enter or cross a public road. If required by the County Engineer, the applicant shall have an Engineer provide calculations for the 5-, 10-, 50-, and 100-year design storm certifying this requirement is met.
- I. There shall be no adverse effect to drainage within County ROW created by the driveway. If required by the County Engineer, the applicant shall have an Engineer provide calculations showing no increase in stormwater runoff, velocity, or depth within the County ROW for the 5-, 10-, 50-, and 100-year design storm.
- J. The applicant must submit a TIA Worksheet with the ROW permit application. If the proposed driveway serves developed property, include all existing and proposed trips shown in separate categories on the worksheet. The TIA Worksheet must be completed using the most recent edition of the ITE Trip Generation Manual. If the development generates 100 or more total peak hour trips, a Traffic Impact Analysis (TIA) Study is required. The TIA Worksheet and TIA Scoping Worksheet are available on the County's website, or a hard copy can be provided upon request made to the County Engineer's Office.

SECTION 3.05 TEMPORARY CONSTRUCTION ACCESS DRIVEWAY

- A. A rock stabilized construction entrance shall be used at all points of construction ingress and egress to a public road to reduce or eliminate the tracking or flowing of sediment onto public roads. Access to the construction site should be limited to as few points as possible and vegetation around the perimeter should be protected where access is not necessary.
- B. The access shall meet all criteria stated under Section 3.01 and Section 3.02.
- C. The entrance shall be a minimum of 50 feet long and between 12 feet and 26 feet wide.

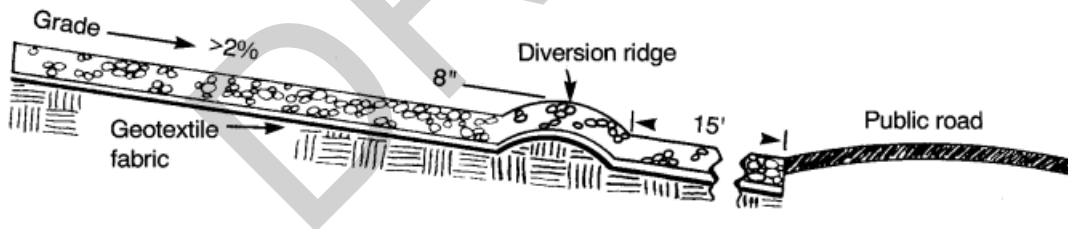
- D. Aggregate shall consist of 4 to 8 inch washed stone over a stable foundation as specified in the construction plan and placed with a minimum thickness of 8 inches.
- E. Geotextile fabric shall be designed specifically for use as a soil filtration media with an approximate weight of 6 oz/SY, a mullen burst rating of 140 psi, and an equivalent opening size greater than a number 50 sieve.

Figure 3: Stabilized Construction Entrance Detail



- F. If the slope toward the road exceeds 2%, construct a ridge, 6 to 8 inches high with 3:1 (H:V) side slopes, across the foundation approximately 15 feet from the entrance to divert runoff away from the public road as shown in Figure 4.

Figure 4: Stabilized Construction Entrance Detail on Slopes > 2%



ARTICLE 4 PERMITS – GRADING/DRAINAGE

SECTION 4.01 GRADING/DRAINAGE SPECIFICATIONS

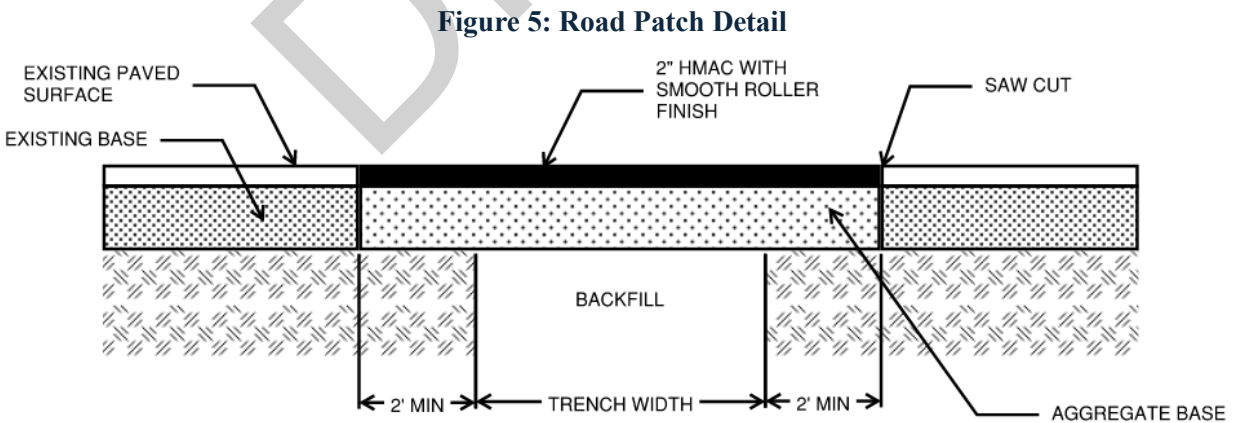
- A. Public roads or infrastructure shall not be used as a continuation of drainage. Runoff exceeding the pre-developed conditions shall not be permitted to enter or cross a public road, culvert, or bridge. The applicant's Engineer shall provide calculations for the 5-, 10-, 50-, and 100-year design storm certifying this requirement is met.
- B. There shall be no adverse effect to drainage within County ROW created by grading, fill, or excavation. The applicant's Engineer shall provide calculations showing no increase in stormwater runoff, velocity, or depth within the County ROW for the 5-, 10-, 50-, and 100-year design storm.
- C. Culverts constructed within public ROW shall meet the design requirements stated in Section 3.02.

DRAFT

ARTICLE 5 PERMITS - UTILITIES

SECTION 5.01 UTILITY SPECIFICATIONS

- A. All utility lines passing under an existing paved road shall be placed by boring at a depth of 3 feet and at least 4 feet beyond the edge of pavement, or 1 foot beyond the edge of the shoulder on an unpaved road.
- B. Underground utilities parallel to an existing or proposed road shall be a minimum of 3 feet below the surface and within 4 feet of the ROW boundary.
- C. Above ground utility fixtures (poles, pedestals, transformers, etc.) shall be located within 2 feet of the ROW boundary unless otherwise approved by the County Engineer.
- D. All trenches, holes, or cuts within the public ROW shall be temporarily backfilled or covered by trench plates during all times that workers are not present at the construction site.
- E. All trenches, holes, and cuts shall be backfilled and stabilized within 48 hours of completing the permitted activity.
 1. Backfill must be crushed stone or equivalent material and free from large stones, lumps, wood, or other extraneous material. Backfill shall be placed in uniform layers not to exceed 8" in loose depth and each layer compacted to at least 98% maximum density.
 2. Patching for trenches in existing roadways must extend 2' on each side beyond the trench. The trench shall be backfilled and capped with base material meeting the type, thickness, and compaction requirements of the Subdivision Regulations and 2" HMAC.
 3. The applicant must chip seal the full road segment, limits as determined by the County Engineer based on the project's scope of work, from edge of pavement to edge of pavement if any trenches are cut in a road which was chip-sealed or otherwise resurfaced within the last 3 years.



ARTICLE 6 PERMITS – OTHER

SECTION 6.01 GATES

- A. Gates are not permitted within County ROW.
- B. Gates across public easements shall be at least 12' wide double swing gates to allow sufficient access for maintenance vehicles and equipment. An applicant proposing a gate across a public easement must provide two copies of the key and/or key code for any and all locks placed on the gate, provide an additional key and/or key code for any additional locks added after approval of the ROW permit, and/or provide an updated key and/or key code if the existing lock is replaced or changed after approval of the ROW permit.
- C. Gates within a public drainage easement shall be at least 50% open, such as a tube gate, or operate in such a manner to allow the passage of stormwater. Reference the Gillespie County Flood Damage Prevention Ordinance for additional requirements pertaining to gates proposed within a floodplain.
- D. Gates that impede County access to the easement are deemed non-compliant with these regulations and are subject to removal as stated under Section 1.04.

SECTION 6.02 MAILBOXES

- A. Mailboxes shall be placed in a manner that does not interfere with the line of vision of motorists and shall be designed and positioned in accordance with Postmaster General Regulations. Information on mailbox size and construction standards can be found at <https://www.usps.com/manage/mailboxes.htm>.
- B. A ROW permit for a mailbox approved by the County approves only the mailbox location and does not constitute or imply approval of the mailbox design or placement by the Postmaster General.

SECTION 6.03 CATTLE GUARDS

- A. Cattle guards shall be at least 6 feet in length, measured along the center line of the road, and at least 2 feet wider than the width of the pavement.
- B. Deck members shall be either weldable steel tubing 2 3/8 inches outside diameter or relayer rails weighing not less than 70 pounds per yard. Oil field tubing is not acceptable. Support members shall be structural steel shapes of size and section adequate for HS-20 loading with 25% impact allowance. Support sections shall be spaced not more than 31 inches for tubing decks or 48 inches for rail decks.
- C. Cattle guards shall be designed as an open flume with ends closed, except where the structure serves as a drainage structure. Closed end structures shall be provided with pit drainage.

SECTION 6.04 OTHER

- A. Other structures or heavy objects, such as monument signs or boulders, require approval prior to being placed in County ROW. These items shall be placed in a manner that does not interfere with the line of vision of motorists and shall be located at least 10' beyond the edge of the through traveled way.

**GILLESPIE COUNTY ENGINEERING DEPARTMENT
RIGHT OF WAY PERMIT APPLICATION**



PROPOSED IMPROVEMENT

Property ID/Address: _____ Precinct 1

Improvement: Temporary Construction Entrance Precinct 2

Driveway Precinct 3

Road Intersection Precinct 4

Grading/Drainage

Utility Installation

Other: _____

PROPERTY OWNER (APPLICANT)

Name: _____ Phone: _____

Company: _____ Email: _____

CONTRACTOR

Name: _____ Phone: _____

Company: _____ Email: _____

ENGINEER

Name: _____ Phone: _____

Company: _____ Email: _____

SURVEYOR

Name: _____ Phone: _____

Company: _____ Email: _____

This right-of-way permit application, along with all supporting documentation, must be submitted by the applicant to the County Engineer via email at meckert@gillespiecounty.org or by hard copy submittal at the County Courthouse, 101 W. Main Street, Room B106, Fredericksburg, Texas 78624. County acceptance of a completed right-of-way permit application does not constitute approval. This permit should be submitted AFTER a pre-application and/or site meeting is conducted with the County Engineer and/or Precinct Commissioner.

Please refer to The Gillespie County Right-of-Way Regulations for more information on the permit review process and permitting requirements.

The applicant must submit the following documents in one complete package to the County Engineer. It is preferred for all documents to be submitted electronically, but hard copy submittals are also accepted.

ROAD INTERSECTIONS, DRIVEWAYS, TEMPORARY CONSTRUCTION ACCESS

Submitted	N/A	
<input type="checkbox"/>	<input type="checkbox"/>	A completed and signed right-of-way permit application
<input type="checkbox"/>	<input type="checkbox"/>	A variance request form or evidence of variances previously approved by the Commissioner’s Court, if applicable (Document H)
<input type="checkbox"/>	<input type="checkbox"/>	A site plan showing the property boundaries, easement boundaries, proposed land use, existing and proposed access locations (include GPS coordinates), and dimensions from the proposed access to the nearest property line, driveway, and road intersection.
<input type="checkbox"/>	<input type="checkbox"/>	Construction plans and details showing the proposed dimensions, radii, and materials of the access, and the size and design (slope, material, end treatment, etc.) of any proposed culverts.
<input type="checkbox"/>	<input type="checkbox"/>	A report with all required drainage calculations, if applicable.
<input type="checkbox"/>	<input type="checkbox"/>	Letter of conformance with the Gillespie County Flood Damage Prevention Ordinance, if applicable.
<input type="checkbox"/>	<input type="checkbox"/>	A temporary Traffic Control Plan if any lane or road closures are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	A TIA Worksheet and/or Study (not required for an individual single family residential driveway).
<input type="checkbox"/>	<input type="checkbox"/>	Payment of all required fees as described in the Right-of-Way Regulations.
<input type="checkbox"/>	<input type="checkbox"/>	Executed Performance Bond in accordance with the Subdivision Regulations for projects with a cost of construction of \$15,000 or more.

GRADING, DRAINAGE, CULVERTS

Submitted	N/A	
<input type="checkbox"/>	<input type="checkbox"/>	A completed and signed right-of-way permit application
<input type="checkbox"/>	<input type="checkbox"/>	A variance request form or evidence of variances previously approved by the Commissioner’s Court, if applicable (Document H)
<input type="checkbox"/>	<input type="checkbox"/>	A site plan showing the property boundaries, easement boundaries, proposed land use, access locations, existing and proposed improvements (buildings, parking lots, detention ponds, roads/driveways, etc.), existing and proposed topography, and SWPPP plan.
<input type="checkbox"/>	<input type="checkbox"/>	Construction plans and details showing the size and design (slope, material, end treatment, etc.) of any proposed culverts.
<input type="checkbox"/>	<input type="checkbox"/>	A report with all required drainage calculations.
<input type="checkbox"/>	<input type="checkbox"/>	Letter of conformance with the Gillespie County Flood Damage Prevention Ordinance, if applicable.
<input type="checkbox"/>	<input type="checkbox"/>	A temporary Traffic Control Plan if any lane or road closures are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	Payment of all required fees as described in the Right-of-Way Regulations.
<input type="checkbox"/>	<input type="checkbox"/>	Executed Performance Bond in accordance with the Subdivision Regulations for projects with a cost of construction of \$15,000 or more.

UTILITIES

Submitted	N/A	
<input type="checkbox"/>	<input type="checkbox"/>	A completed and signed right-of-way permit application
<input type="checkbox"/>	<input type="checkbox"/>	A variance request form or evidence of variances previously approved by the Commissioner's Court, if applicable (Document H)
<input type="checkbox"/>	<input type="checkbox"/>	Construction plans and details showing the right-of-way boundaries, easement boundaries, access locations, existing and proposed utility location and materials, installation method, and road repair exhibit (if trenching).
<input type="checkbox"/>	<input type="checkbox"/>	A temporary Traffic Control Plan if any lane or road closures are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	Payment of all required fees as described in the Right-of-Way Regulations.
<input type="checkbox"/>	<input type="checkbox"/>	Executed Performance Bond in accordance with the Subdivision Regulations for projects with a cost of construction of \$15,000 or more.

OTHER

Submitted	N/A	
<input type="checkbox"/>	<input type="checkbox"/>	A completed and signed right-of-way permit application
<input type="checkbox"/>	<input type="checkbox"/>	A variance request form or evidence of variances previously approved by the Commissioner's Court, if applicable (Document H)
<input type="checkbox"/>	<input type="checkbox"/>	A site plan showing the property boundaries, easement boundaries, proposed land use, access locations, and the location of the proposed improvements.
<input type="checkbox"/>	<input type="checkbox"/>	Construction plans and details showing the layout and specifications of the proposed improvements.
<input type="checkbox"/>	<input type="checkbox"/>	Letter of conformance with the Gillespie County Flood Damage Prevention Ordinance, if applicable.
<input type="checkbox"/>	<input type="checkbox"/>	A temporary Traffic Control Plan if any lane or road closures are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	Payment of all required fees as described in the Right-of-Way Regulations.
<input type="checkbox"/>	<input type="checkbox"/>	Executed Performance Bond in accordance with the Subdivision Regulations for projects with a cost of construction of \$15,000 or more.
<input type="checkbox"/>	<input type="checkbox"/>	For gates, two copies of the key and/or key code for any and all locks placed on the gate.
<input type="checkbox"/>	<input type="checkbox"/>	For gates, a notarized letter stating "The applicant is proposing a gate across a public easement and certifies that the gate will be installed in accordance with the Gillespie County Right-of-Way Regulations. The applicant takes full responsibility for providing the Precinct Commissioner with two copies of the key and/or key code for any and all locks placed on the gate at installation, and full responsibility for providing any and all keys and/or key codes within 5 business days of any locks being added, replaced, or changed on the gate. The applicant acknowledges that Gillespie County shall have access to the easement at all times and that any gates which impede access are deemed non-compliant and are subject to removal as stated in the Gillespie County Right-of-Way Regulations."
<input type="checkbox"/>	<input type="checkbox"/>	For cattle guards, construction plans detailing the demolition and repair limits of the existing road, including road material specifications for the road repair.

By signing this document, I hereby acknowledge the following:

- Approval of these documents does not relieve the applicant from full compliance with the terms, provisions, and conditions of the Gillespie County Right-of-Way Regulations.
- Approval does not relieve the applicant from any requirements from outside agencies.
- Fences, gates, irrigation, and landscaping are not approved for installation within the ROW.
- Any improvement within the ROW that is non-compliant with Gillespie County Right-of-Way Regulations, or constructed without an approved ROW permit, is subject to removal by Gillespie County at the property owner's expense.
- This ROW permit expires as stated in the Gillespie County Right-of-Way Regulations.
- The County Engineer must be notified after construction is complete. Failure to notify the County Engineer and schedule a final inspection may lead to removal of the improvement at the property owner's cost.
- At completion of construction, all equipment, construction material, trash, and other debris shall be removed and the work area shall be restored to its pre-project conditions, including revegetation of the ROW at the applicant's cost and patching of roadway cuts.
- Maintenance of improvements constructed under the ROW permit shall be the responsibility of the applicant. Any improvements constructed in the ROW shall be adequately maintained to prevent the blockage of stormwater runoff and to prevent any impediments to traffic safety.
- All ROW permits are subject to the Road Damage and Repair provisions described in the Subdivision Regulations.

I hereby confirm this application and all attached information is truthful, complete, sufficient, and in compliance with the Gillespie County Right-of-Way Regulations.

Developer Signature

Date

COUNTY USE ONLY

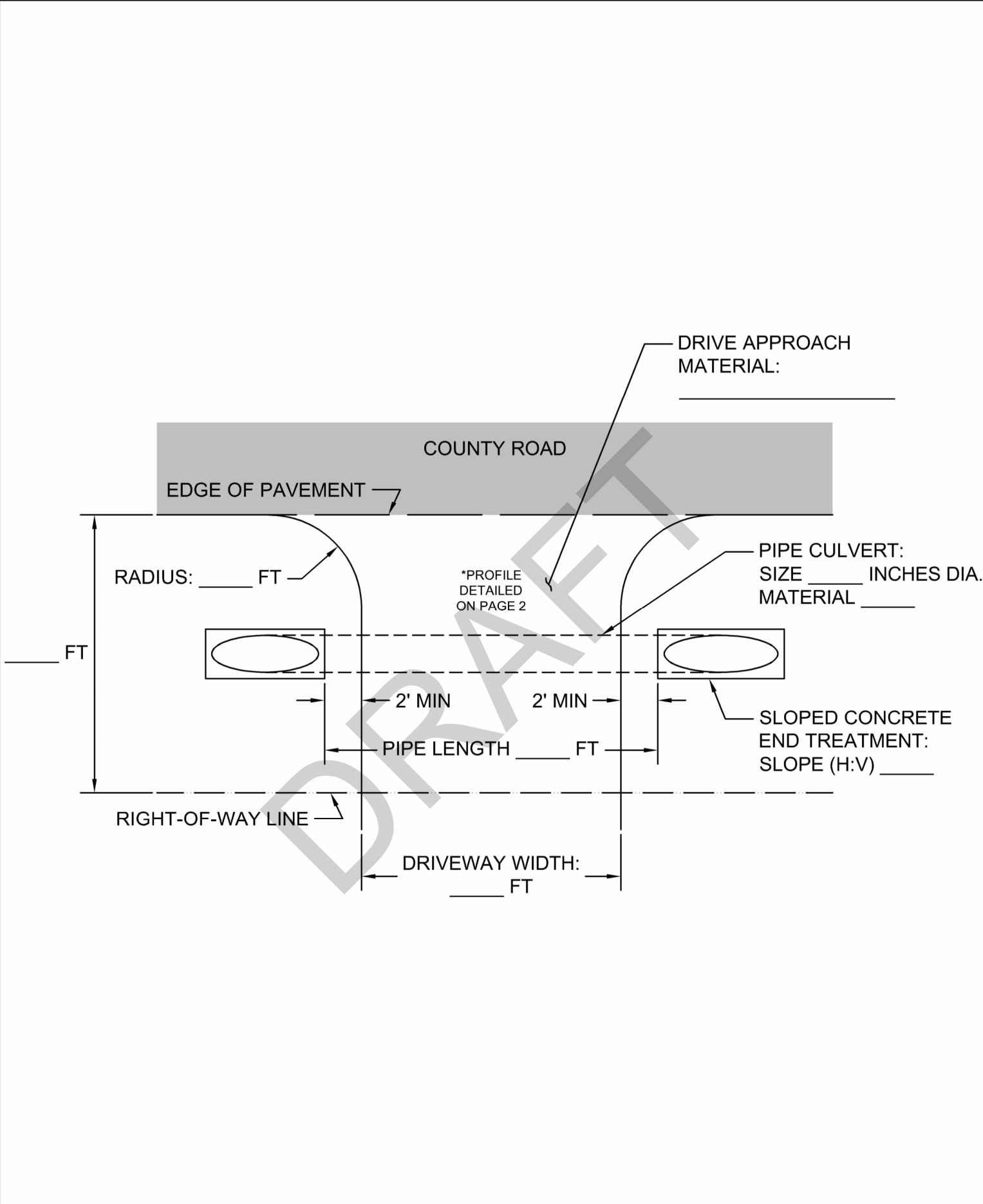
RECEIVED ON:

NOTICE GIVEN TO COMMISSIONER:

Commissioner Signature

Date

ACTION:



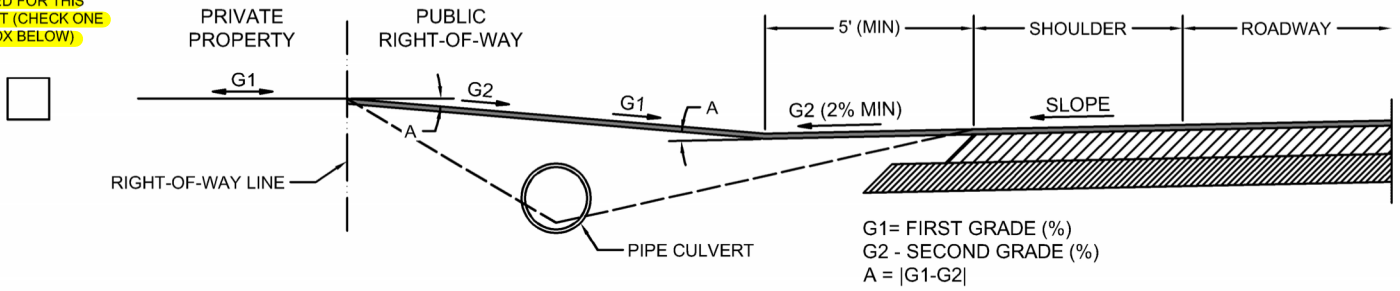
GILLESPIE COUNTY CONSTRUCTION DETAILS

DRIVEWAY CONSTRUCTION PLAN (PAGE 1)

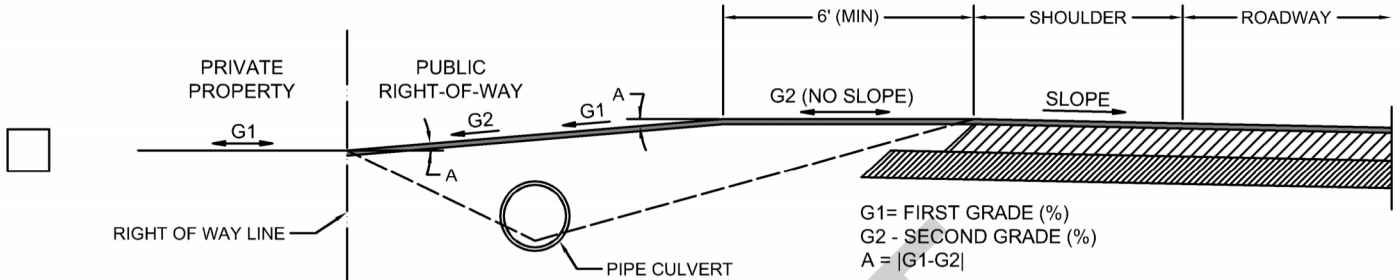
REVISED APRIL 2024

INDICATE THE DRIVEWAY PROFILE USED FOR THIS PERMIT (CHECK ONE BOX BELOW)

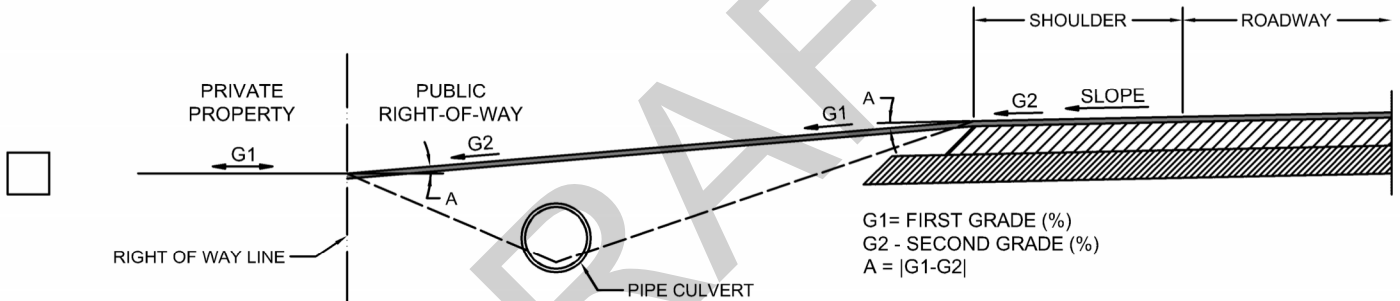
FOR DRIVEWAYS WHERE ENTRANCE AT ROW IS HIGHER THAN THE ROAD PAVEMENT



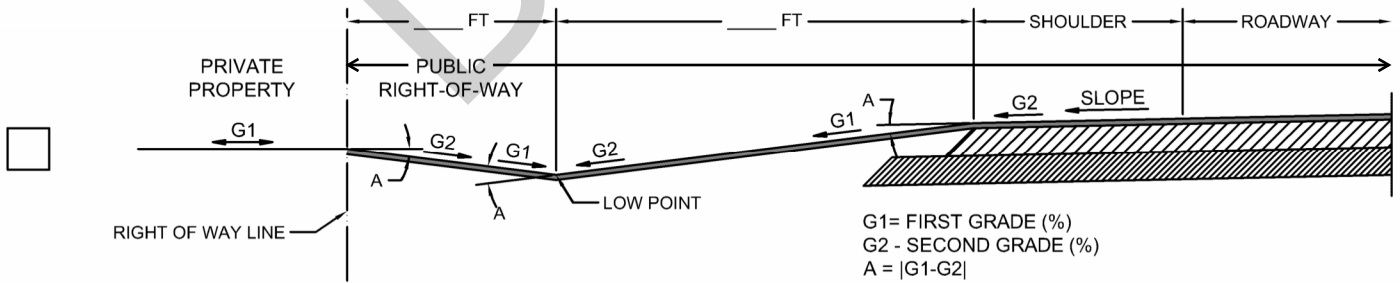
FOR DRIVEWAYS WHERE ENTRANCE IS AT A SUPERELEVATED SECTION



FOR DRIVEWAYS WHERE ENTRANCE AT ROW IS LOWER THAN THE ROAD PAVEMENT



FOR DRIVEWAYS WHERE PIPE CULVERT IS NOT PROPOSED



A NON-STANDARD DRIVEWAY PROFILE IS USED. DRIVEWAY PROFILE MUST BE PROVIDED ON NEXT PAGE

NOTES:

1. EXACT LOCATIONS, DIMENSIONS, AND TYPE TO BE AS SHOWN ON THE DRIVEWAY CONSTRUCTION PLAN (PAGE 1).
2. ALGEBRAIC DIFFERENCE IN GRADE (A) SHALL BE 6% MAX FOR COMMERCIAL DRIVEWAYS AND 8% MAX FOR RESIDENTIAL DRIVEWAYS.
3. PIPE CULVERTS ARE TO BE INSTALLED AS NECESSARY, AS INDICATED ON THE DRIVEWAY CONSTRUCTION PLAN (PAGE 1).
4. PIPE CULVERTS ARE TO BE INSTALLED WITH A MINIMUM OF 12" COVER, OR THE MINIMUM COVER REQUIRED BY THE MATERIAL'S SPECIFICATIONS, WHICHEVER IS GREATER.



GILLESPIE COUNTY CONSTRUCTION DETAILS
DRIVEWAY CONSTRUCTION PROFILE (PAGE 2)



BUSINESS TECHNOLOGY SOLUTIONS FOR:

Gillespie County - Secure 365 Bundles Renewal Licenses

Quote # 063326
Version 1

PREPARED FOR:

Gillespie County

Daniel Jones
djones@gillespiecounty.org

Gillespie County - Secure 365 Bundles Renewal Licenses

Prepared by:

Centre Technologies - San Antonio

Russell Keller
 on behalf of Russell Keller
 (281) 506-2480
 rkeller@centretechnologies.com

Prepared for:

Gillespie County

Daniel Jones
Ship To:
 97 Frederick Rd.
 Fredericksburg, TX 78624
 (830) 992-2620
 djones@gillespiecounty.org

Quote Information:

Quote #: 063326

Version: 1
 Delivery Date: 04/16/2024
 Expiration Date: 05/17/2024

Gillespie County - Secure 365 Bundles Renewal

12 Month Terms

*Licensing charges will begin billing from date of purchase, in advance of the project's completion.

Centre Microsoft Licensing - Yearly

Description	Qty	Recurring	Ext. Recurring
Microsoft 365 Government G3 Qty 200 * 12 months = 2400 Office 365 Government G3 - Includes Word, Excel, PowerPoint, OneNote, Outlook, Exchange, Microsoft Teams, SharePoint, OneDrive, Microsoft Advanced Threat Analytics, Windows Defender Antivirus, Device Guard, Microsoft Intune, Office 365 Data Loss Prevention, Windows Information Protection and BitLocker, Azure Information Protection P1, & Delve.	2400	\$39.70	\$95,280.00
Office 365 Government F3 Qty 40 * 12 Months = 480 Office 365 Government F3 - Includes web version of Word, Excel, Powerpoint, Outlook, & OneNote, Microsoft Teams, office apps for tablets & phone, One Drive for business storage, 2Gb cloud only storage.	480	\$8.50	\$4,080.00
Microsoft Defender for Office 365 P1 Government Qty 240 * 12 Months = 2880 (200 G3 licenses & 40 F3 licenses) Microsoft Defender for Office 365 P1 Government - is a cloud-based email filtering service that helps protect your organization against unknown malware and viruses by providing robust zero-day protection, and includes features to safeguard your organization from harmful links in real-time. Licensing has rich reporting and URL trace capabilities that give admins insight into the kind of attacks happening in your organization.	2880	\$0.00	\$0.00



Centre Microsoft Licensing - Yearly

Description	Qty	Recurring	Ext. Recurring
Centre Value Add Services for Microsoft 365	2880	\$0.00	\$0.00
Optimizing your Microsoft 365 investment with secure, tailored and simplified consulting, and license management, including:			
<ul style="list-style-type: none"> • Tailored Plan Selection Consulting with Hybrid Options • Proactive Licensing Optimization and Right-Sizing • Secure by Default Setup and Configurations with Microsoft Defender for Office 365 Best Practices • Conditional Access Policies* • Multi-Factor Authentication (MFA) Deployment and Management* • Microsoft Autopilot Device Enrollment • Enhanced Account Security (Geo Fencing and Disabling Legacy Authentication)* • Dark Web Monitoring for "Risky Users" • Feature Adoption and Utilization Tracking • Enhanced Secure Score (beyond Microsoft Secure Score) • Monthly Reporting with On-Demand Consulting • 24x7 Unlimited Partner Support 			
<i>*Requires specific licensing to support.</i>			
Office 365 Extra File Storage for Government Qty 1000 * 12 Months = 12000	12000	\$0.20	\$2,400.00
Office 365 Extra File Storage for Government			
Microsoft Intune for Government Qty 1 * 12 Months = 12	12	\$6.60	\$79.20
Microsoft Intune for Government			
		Annual Subtotal:	\$101,839.20

Annual Expenses Summary

Description	Amount
Centre Microsoft Licensing - Yearly	\$101,839.20
	Annual Total: \$101,839.20

This Quote is between Centre Technologies, Inc. a Texas corporation (sometimes referred to as "we," "us," "our," OR "Provider"), and the Customer found on the applicable Quote (sometimes referred to as "you," "your," OR "Customer"). Collectively, these two entities are "the Parties". The Quote, together with the MSA and relevant Service Attachments, forms the Agreement between the Parties. This Quote is effective as of the date the Parties sign below, ("Services Start Date"). If there is a conflict between this Quote, the Master Services Agreement and any Service Attachment, amendment, or schedule, this Quote will control for the items in this Quote only.

The definitions and the Term are set forth in the MSA. The Term for the services starts on Service Start Date of an applicable Service Attachment. The Service Start Date of an applicable Service Attachment shall begin on the date Provider provisions the Services to Client. Upon the Service Start Date, the Client will be billed a setup and initiation fee, One (1) full calendar month of Service and an additional one (1) month of Service in advance. Thereafter Services will be billed monthly on the first day of the month. Additional work or hours to be completed as part of change requests, if any, will be billed monthly.



This Order and its accompanying Agreements supersede all prior negotiations, discussions, proposals, communications, or previous Orders or Agreements between the Parties.

If you are a person who is required to comply with HIPAA\The HITECH Act and related state laws, you must click here and sign the Master Data Protection Agreement – Business Associate Agreement (MDPA-BAA) (https://centretechnologies.com/hubfs/Agreements/MDPA-BAA-Centre_Technologies-v1.1-091721.pdf). Centre will not begin Services, Project Services, and/or Supplemental Services until the MDPA-BAA is executed by Customer.

If you are a person who is required to comply with GDPR and related member state laws, you must click here and sign the Master Data Protection Agreement (MDPA) for GDPR (https://centretechnologies.com/hubfs/Agreements/MDPA-Centre_Technologies-v1.1-091721.pdf). Centre will not begin Services, Project Services, and/or Supplemental Services until the MDPA is executed by Customer.

By signing below, the Parties acknowledge, represent, and warrant that they have read and agree to the terms and conditions of the Agreement, including all related agreements, schedules, Service Attachments, and/or amendments identified at the end of this Quote. The Party hereby represents that the electronic signature to this Quote shall be relied upon and serves to bind them/it to the obligations stated herein. Each Party hereby warrants and represents that he/she/it has the express authority to execute this Agreement(s).

E-Signature Confirmation for Gillespie County

Signature: _____
Name: Daniel Jones
Title: County Judge
Date: _____

Agreements Overview

I. TERMS AND CONDITIONS

- a. Centre Technologies' Product Terms and Conditions
https://centretechnologies.com/hubfs/Agreements/PTC-Centre_Technologies-v2.3-090121.pdf
- b. Third Party Terms and Conditions
For Third-Party Manufacturers, additional terms and conditions may apply.

II. AGREEMENTS

- a. Mutual Non-Disclosure Agreement (MNDA)
https://centretechnologies.com/hubfs/Agreements/MNDA-Centre_Technologies-v1.7-090221.pdf
- b. Master Services Agreement (MSA)
https://centretechnologies.com/hubfs/Agreements/MSA-Centre_Technologies-v1.3-CT0412023.pdf
- c. Acceptable Use Policy (AUP) for All Services
https://centretechnologies.com/hubfs/Agreements/AUP-Centre_Technologies-v1.2-083121.pdf
- d. Service Level Objectives (SLO) for All Services
https://centretechnologies.com/hubfs/Agreements/SLO-Centre_Technologies-v1.4-CT041223.pdf
- e. Microsoft Cloud Volume Licensing Agreement
https://centretechnologies.com/hubfs/Agreements/Microsoft_Cloud_Agreement-2019_oct.pdf
- f. Microsoft SPLA End User License Terms
https://centretechnologies.com/hubfs/Agreements/MS_SPLA_End_User-Centre_Technologies-v1.2-081820.pdf
- g. Service Attachment (SA) for Secure Managed Services
https://centretechnologies.com/hubfs/Agreements/SA-Secure_Managed_Services-Centre_Technologies-v1.9-092021.pdf
- h. Service Attachment (SA) for Secure Managed Services Express
https://centretechnologies.com/hubfs/Agreements/SA-SMSE-Managed_Services_Express-Centre_Technologies-v1.0-01312023.pdf
- i. Service Attachment (SA) for Cloud Services
https://centretechnologies.com/hubfs/Agreements/SA-Cloud_Services-Centre_Technologies-v1.3-06162023CT.pdf
- j. Service Attachment (SA) for Endpoint Detection and Response Services
https://centretechnologies.com/hubfs/Agreements/SA-Endpoint_Detection_and_Response_Services-Centre_Technologies-v1.2-083121.pdf
- k. Service Attachment (SA) for Network Detection and Response Services
https://centretechnologies.com/hubfs/Agreements/SA-Network_Detection_and_Response_Services-Centre_Technologies-v1.2-083121.pdf
- l. Service Attachment (SA) for Cloud Detection and Response Services
https://centretechnologies.com/hubfs/Agreements/SA-Cloud_Detection_and_Response_Services-Centre_Technologies-v1.3-083121.pdf



GILLESPIE COUNTY, TEXAS JOB DESCRIPTION

Department: County Treasurer

Position/Class Title: Deputy Treasurer/Payroll Specialist

Supervisor: County Treasurer

Pay Grade: 12

Employment Status: Non-Exempt

Direct Reports: 0 Full-time; 0 Part-time

GENERAL DESCRIPTION:

This position is responsible for the payroll process including formulation and entry of all payroll exceptions and changes through the analyzing and calculation of payroll while meeting processing deadlines. This position will also perform a variety of administrative and accounting support functions to include accounts receivables, related reports, and reports on other miscellaneous financial transactions.

ESSENTIAL JOB DUTIES:

- Complete payroll process including formulation and entry of all payroll exceptions and changes through finalization and balance of payroll.
- Maintain payroll information by collecting, calculating and entering data and ensure accuracy and consistency with county policies and procedures.
- Utilize timekeeping software to audit time entry and adherence to federal laws and local agency policies.
- Audit and resolve payroll discrepancies by collecting and analyzing information.
- Analyze benefit leave records to ensure compliance to policies and conduct routine audits of benefit records as necessary to make debit/credit adjustments.
- Review entered benefit time and perform corrective measures such as credit/debit adjustments.
- Determine final pay and leave pay out amounts for terminated employees, calculate benefit adjustments as necessary.
- Prepare and submit files for retirement plans.
- Troubleshoot issues with interfacing system.
- Perform research and compile data for special projects or reports.
- Review employee changes, ensuring changes are correct.
- Review new employee payroll documents provided by Human Resources for completeness and accuracy.
- Track Hotel Occupancy Tax payments and send reports as necessary.
- Maintain and monitor County postal system. Prepare monthly reports in regards to usage by departments.

- Assist with reconciling all of the Treasurer's bank statements daily and/or monthly.
- Assist with answering incoming telephone calls, greeting visitors, elected officials, and county employees and responding to inquiries related to the county or specific department; directs visitors to correct employee or department as necessary.
- Assist in preparing A/P and Payroll checks for disbursement.
- Assist in preparing daily bank deposits for monies received.
- Maintain/Scan all files/records according to retention schedule.
- Maintain office inventory and equipment; ordering supplies as needed.
- Assist, when needed, with receipt of all revenues into the Treasurer's Office and process all related reports and balance daily revenues daily.
- Assist in preparing and gathering information for annual report by outside auditors.
- Assist in preparing annual reports for W-2 reconciliation; prepare tax forms for distribution.
- Regular and punctual attendance is required.

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:

Knowledge of county governmental organization and operational policies and procedures; Requires the ability to prepare and maintain payroll records, deductions and withholding reports through data processing means; Requires the ability to understand or apply laws, regulations and policies to the maintenance of financial records. Is able to verify documents and forms for accuracy and completeness; Knowledge of general accounting principles; Knowledge and skills in math comprehension and reading; Ability to multi-task and maintain focus; Ability to operate basic office equipment to include calculators, computers and software programs, postage machines, copiers and printers; Knowledge of/and ability to create and maintain spreadsheets; Ability to use Microsoft Word and Excel efficiently; Ability to establish and maintain effective and productive working relationships with all county employees, Elected Officials, general public and outside organizations; Ability to follow oral and written instructions; Ability to schedule projects and meet deadlines as needed; Skilled in problem solving; Ability to interpret problem areas and handle as needed; Ability to communicate effectively orally and in writing; Good customer service and interpersonal skills.

EDUCATION AND EXPERIENCE:

The educational requirement for this position is: Completion of high school/GED.
 This position requires: 2 years of related experience, basic accounting.
 Specific knowledge of Wage/Hour Regulations, FLSA, IRS and SSA preferred.
 Education can be substituted for experience.
 Experience can be substituted for education.

LICENSES, CERTIFICATIONS, OR REGISTRATIONS:

Certifications, licenses, professional designations, or other qualifications **required** for this position include: Must be bondable; valid TX driver's license

ESSENTIAL PHYSICAL REQUIREMENTS:

Physical Requirements:

Standing: under 1/3 of the time; walking: under 1/3 of the time; sitting: over 2/3 of the time; using hands: up to 2/3 of the time; reaching with hands and arms: up to 2/3 of the time; climbing or balancing: None of the time; stooping, kneeling, crouching, or crawling: None of the time; talking or hearing: up to 2/3 of the time; and, tasting or smelling: None of the time.

This position requires lifting: Up to 10 pounds: under 1/3 of the time; up to 25 pounds: None of the time; up to 50 pounds: None of the time; up to 100 pounds: None of the time; and, more than 100 pounds: None of the time.

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.

Kneese Companies
 739 S. Washington St.
 Fredericksburg, Texas 78624
 Phone# 830-997-5036
 Fax# 830-990-4693

Proposal

Date	Estimate #
10/2/2023	1265

Gillespie County Fair & Festivals Assoc

Project

Description	Qty	Rate	Total
Labor and material to repair all garage doors on show barn. New tracks, rollers, and springs as needed. New panels as needed. Adjust all doors.		23,750.00	23,750.00
<i>Based on Current Commodity Building Product Pricing Volatility, We Reserve the Right to Pass on Material Price Increase to the Customer that Exceed a 10% Price Increase Threshold to Kneese Companies. The Initial Proposal Labor Cost will Not be Recalculated Based on Material Price Increases.</i>		Subtotal	\$23,750.00
		Sales Tax (8.25%)	\$0.00
		Total	\$23,750.00

Schilling Overhead Door
 3051 Medina Highway
 Kerrville, TX 78028 US
 +1 8308952822
 amy@schillingdoor.com

Invoice

BILL TO:
 GILLESPIE COUNTY FAIR
 GROUNDS
 P O BOX 526
 FREDERICKSBURG TX 78624
 SHANNON OR SANDRA
 830-997-2359

SHIP TO:
 SHOW BARN
 530 FAIR DR
 FREDERICKSBURG TX 78624
 LARRY BURROW 830-889-2101

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
14674	03/08/2024	\$21,746.50	04/07/2024	Net 30	

SALES REP
 FRED

DESCRIPTION	QTY	RATE	AMOUNT
12X24" TD24 BOTTOM SECTIONS	5	445.00	2,225.00
BOTTOM WEATHERSEAL	338	5.00	1,690.00
12'4"X24" BOTTOM SECTION	1	505.00	505.00
ROLLERS	366	7.75	2,836.50
LABOR	1	14,490.00	14,490.00
COMPLETED BY: JOHN & SKILER 4/7/24			

SUBTOTAL 21,746.50
 TAX 0.00
 TOTAL 21,746.50
 BALANCE DUE **\$21,746.50**

RECEIVED
 MAR 18 2024
 Gillespie County Auditor

10.685.5809
 \$22,000

30 DAY WARRANTY ON SERVICE
 1 YEAR WARRANTY ON INSTALLS
 SCHILLING OVERHEAD DOOR COMPANY, INC ASSUMES NO LIABILITY FOR THE INJURY THAT MAY BE CAUSED BY HANDLING/INSTALLATION OF MATERIAL LISTED ABOVE

AACOG Routing Approval Form

Attach electronic signature to certify departmental approval

Originator	Date	Subject	Needed By:
Marcela Medina	3/21/2024	Kerr - Gillespie County MOU re Tierra Linda	3/22/2024

Document Category

- | | | |
|------------------------------------|--|--|
| <input type="checkbox"/> Grant | <input type="checkbox"/> Interlocal (ILA) | <input type="checkbox"/> Request for Application |
| <input type="checkbox"/> Amendment | <input type="checkbox"/> Vendor Services | <input type="checkbox"/> Request for Proposal |
| | <input type="checkbox"/> Instructor | <input type="checkbox"/> Request for Information |
| | <input type="checkbox"/> Consultant | <input checked="" type="checkbox"/> MOU |
| | <input type="checkbox"/> Certification Forms | |

Attachment Description

The attached MOU was proposed by Kerr County and is meant to terminate the MOU from 1989 that supports calls from Tierra Linda (located in Gillespie County) to be routed to Kerr County and answered by Kerr County. This new MOU would have the calls from Tierra Linda (in Gillespie County) be routed to Gillespie County for transfer to Kerr for EMS service to this particular subdivision. Both Counties have reviewed the MOU and understand this needs to be done in order for Kerr County to complete the ESInet capability in their county. Kerr County Judge has opted to not be a signatory on this MOU.





Recommendation:

Please review and sign.

Required Attachments:

- | | |
|--|--|
| <input type="checkbox"/> Board Documentation | <input type="checkbox"/> Contracting party emails(s) |
| <input type="checkbox"/> SAMS and State debarment research | <input type="checkbox"/> |
| <input type="checkbox"/> Budget | |

Approval Routing:

Through	Signature
Debbie Ugarte Administrator	DocuSigned by:  3/21/2024 <small>441FF1F38D9045D...</small>
Julio Elizondo CFO	DocuSigned by:  3/22/2024 <small>0D2084B0B3C74C2...</small>
Sean Scott Senior Director	DocuSigned by:  3/25/2024 <small>6726AE8AB413449...</small>
Jacob Ulczynski Deputy Executive Director	DocuSigned by:  3/25/2024 <small>34098071F83F4C1...</small>


Memorandum of Understanding

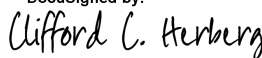
Kerr Emergency 9-1-1 Network (“Kerr 9-1-1”), an emergency communications district established under Chapter 772 of the Texas Health & Safety Code, has been serving certain telephone subscribers within the Tierra Linda area through its Kerrville public safety answering point (PSAP) based on a request from the Gillespie County Judge in 1989. Kerr 9-1-1 currently serves 402 landline subscribers in the Tierra Linda area, all located in Gillespie County, based on this arrangement.

Gillespie County is a member of the Alamo Area Council of Governments (“AACOG”). AACOG has statutory responsibility for administering 9-1-1 service within all of Gillespie County. AACOG is capable of providing 9-1-1 service to the aforementioned Tierra Linda area subscribers currently served by Kerr 9-1-1.

The undersigned parties execute this Memorandum of Understanding (“MOU”) to reflect their agreement to transfer all 9-1-1 service responsibilities for these Tierra Linda area subscribers from Kerr 9-1-1 to AACOG to be effective as of March 18, 2024. The undersigned parties will conduct all necessary testing and verifications before and after the effective time to ensure a smooth and orderly process with no loss of service during the transition. Each of the undersigned represents that he has all necessary authority from the respective entity’s governing body to execute this MOU and fulfill the commitments described herein.

AGREED:

DocuSigned by:

012BEDDDFDC84EC... 3/25/2024
Mark Del Toro, Executive Director
Kerr Emergency 9-1-1 Network

DocuSigned by:

E72AC8719DD049E... 3/25/2024
Clifford C. Herberg, Executive Director
Alamo Area Council of Governments

Daniel Jones
Gillespie County Judge

COUNTY OF GILLESPIE

24 July 89

Mr. Charlie Goodman, Chairman
AACOG Regional 911 Advisory Committee
Alamo Area Council of Governments
118 Broadway, Suite 400
San Antonio, Texas 78205

Dear Mr. Goodman:

In an effort to provide 911 service for all of the citizens in Gillespie County, and in a timely, effective and economical manner, we request that the following actions be taken:

1. The citizens in the Tierra Linda Subdivision (257- exchange) be routed to the Kerr 911 Public Service Answering Point (PSAP).
2. The Citizens in the Harper exchange (864- exchange) be routed to the Gillespie 911 Public Service Answering Point(PSAP)
3. The Citizens in the Doss exchange (669- exchange) be routed to the Gillespie 911 PSAP.
4. The Citizens in the Willow City exchange (685- exchange) be routed to the Gillespie 911 PSAP.
5. The Citizens in the Stonewall exchange (644- exchange) be routed to the Gillespie 911 PSAP.
6. The Citizens in the Fredericksburg exchange (997- exchange) be routed to the Gillespie 911 PSAP.
7. The Citizens in the Round Mountain exchange (_ _ _ - exchange) will be provided by the Capital Area Planning Commission (CAPCO).
8. Service fees collected from these areas will be applied accordingly.

Your speedy response to this request will ensure that we accomplish our mutual concerns.

Sincerely,

County Judge

cc: Mayor Boyd Harper
Sheriff Milton Jung
Paul Hannemann, EMC/911 Coordinator

COUNTY OF GILLESPIE

JAY WEINHEIMER
County Judge
P.O. Box 351
512-997-7502

MRS. DORIS LANGE
County Clerk
P.O. Box 551
512-997-6515

CLIFFORD J. HARLE
County Auditor
P.O. Box 1157
512-997-6777

JEANIE BEL CRENWELGE, C.C.T.
County Treasurer
P.O. Box 787
512-997-6521

LEOLA BRODBECK, RTA
Tax Assessor-Collector
P.O. Box 168
512-997-6519



COMMISSIONERS:
P.O. Box 351
512-997-7503

DAYTON F. HERBER, Pct. 1
Fredericksburg, Texas 78624

JAMES T. McMAHON, Pct. 2
Harper, Texas 78631

LEVY E. KUSENBERGER, Pct. 3
Fredericksburg, Texas 78624

ARTHUR L. HAHN, Pct. 4
Doss, Texas 78618

FREDERICKSBURG, TEXAS 78624

July 25, 1989

Mr. Charlie Goodman, Chairman
AACOG Regional 911 Advisory Committee
Alamo Area Council of Governments
118 Broadway, Suite 400
San Antonio, Texas 78205

Dear Mr. Goodman:

In an effort to provide 911 service for all of the citizens in Gillespie County, and in a timely, effective and economical manner, we request that the following actions be taken:

1. The Citizens in the Tierra Linda Subdivision (257-exchange) be routed to the Kerr 911 Public Service Answering Point (PSAP).
2. The Citizens in the Harper exchange (864-exchange) be routed to the Gillespie 911 Public Service Answering Point (PSAP).
3. The Citizens in the Doss exchange (669-exchange) be routed to the Gillespie 911 PSAP.
4. The Citizens in the Willow City exchange (685-exchange) be routed to the Gillespie 911 PSAP.
5. The Citizens in the Stonewall exchange (644-exchange) be routed to the Gillespie 911 PSAP.
6. The Citizens in the Fredericksburg exchange (997-exchange) be routed to the Gillespie 911 PSAP.
7. The Citizens in the Round Mountain exchange (825-exchange) will be provided by the Capital Area Planning Commission (CAPCO).
8. Service fees collected from these areas will be applied accordingly.

Page 2
Mr. Charlie Goodman
July 25, 1989

Your speedy response to this request will ensure that we accomplish our mutual concerns.

Sincerely,

Jay Weinheimer,
County Judge

JW/bac
cc: Mayor Boyd Harper
Sheriff Milton Jung
Paul Hannemann, EMC/911 Coordinator

COUNTY OF GILLESPIE

24 July 89

Mr. Charlie Goodman, Chairman
AACOG Regional 911 Advisory Committee
Alamo Area Council of Governments
118 Broadway, Suite 400
San Antonio, Texas 78205

Dear Mr. Goodman:

In an effort to provide 911 service for all of the citizens in Gillespie County, and in a timely, effective and economical manner, we request that the following actions be taken:

1. The citizens in the Tierra Linda Subdivision (257- exchange) be routed to the Kerr 911 Public Service Answering Point (PSAP).
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4. The Citizens in the Willow City exchange (685- exchange) be routed to the Gillespie 911 PSAP.
5. The Citizens in the Stonewall exchange (644- exchange) be routed to the Gillespie 911 PSAP.
6. The Citizens in the Fredericksburg exchange (997- exchange) be routed to the Gillespie 911 PSAP.
7. The Citizens in the Round Mountain exchange (8 2 5-exchange) will be provided by the Capital Area Planning Commission (CAPCO).
8. Service fees collected from these areas will be applied accordingly.

Your speedy response to this request will ensure that we accomplish our mutual concerns.

Sincerely,

County Judge

cc: Mayor Boyd Harper
Sheriff Milton Jung
Paul Hannemann, EMC/911 Coordinator

TRC Engineering Services

Telecommunications Consultants

August 15, 1989

AUG 17 1989

Mr. Charlie Goodman
Alamo Area Council of Governments
118 Broadway, Suite 400
San Antonio, Texas 78205

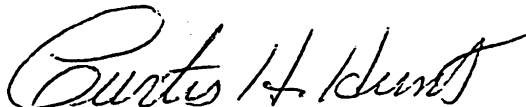
Mr. Goodman:

The Kerr 9-1-1 Emergency Network Board has reviewed and discussed the requested 9-1-1 service as outlined in Gillespie County Judge Jay Weinheimer's letter of July 25, 1989. Items one, two and six affect Kerr 9-1-1 Network. The following is an excerpt of the Board's action.

"A motion was made by David Jackson, seconded by Victor Huvelle, that the Board approve the requests in Items 1, 2 and 6, as pertaining to the Kerr County residents in Items 1, 2 and 6, conditioned upon legal opinion that the exchange, as stated, can be done legally; conditioned upon if the Kerrville Telephone Company can do it; conditioned that it will not cost the Board any more money; conditioned that the Board can start charging the residents in Tierra Linda Subdivision; and conditioned that this will not release the Kerr County people from 9-1-1 service until they can be picked up by the Gillespie County 9-1-1 service. The motion carried unanimously. Curtis Hunt was instructed to write a letter to AACOG advising of the action taken, as stated in the above motion."

The Board has begun the research necessary to meet these conditions. If you have any questions, please feel free to contact Chairman Ted Burkhart at 895-1515 or me.

TRC ENGINEERING SERVICES



Curtis H. Hunt

CHH:jal

718 Alpine Drive
Kerrville, Texas 78028
(512) 257-7337

KERR 9-1-1 EMERGENCY NETWORK DISTRICT

**718 Alpine Drive
Kerrville, Texas 78028
512-257-7337**

September 19, 1989

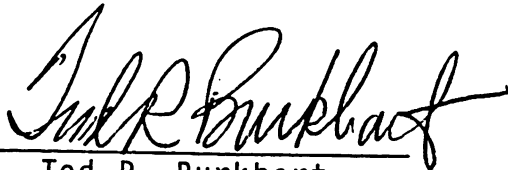
Honorable Judge Weinheimer
County of Gillespie
P. O. Box 351
Fredericksburg, Texas 78626

Judge Weinheimer:

The Kerr 911 Emergency Network Board has agreed to include in the Kerr 9-1-1 District, the Kerrville Telephone Exchange boundary within Gillespie County, conditioned upon written concurrence by Gillespie County and AACOG and conditioned upon the Gillespie County attorney's written opinion that this is legally possible.

Your help in obtaining these concurrences and opinion will be appreciated.

KERR 9-1-1 EMERGENCY NETWORK DISTRICT



Ted R. Burkhart
Chairman
512-895-1515

TRB:jal

KERR 9-1-1 EMERGENCY NETWORK DISTRICT
1200 Sidney Baker
Kerrville, Texas 78028
512-896-1155

October 4, 1989

Honorable Judge Weinheimer
County of Gillespie
P. O. Box 351
Fredericksburg, Texas 78626

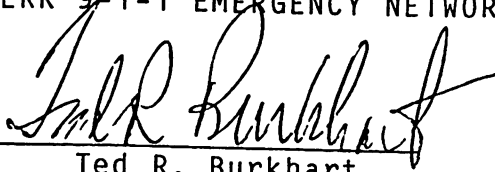
Judge Weinheimer:

Our letter of September 19, 1989 addressed only the area in Gillespie County that is in the Kerrville Exchange. This area has been referred to as the Tierra Linda area and has approximately 180 Kerrville telephone subscribers. These subscribers will be served by the Kerrville PSAP if the conditions stipulated in our September 19 letter are met.

The 530 Harper Exchange customers in Gillespie County are not included in the Kerr 9-1-1 District and no plans are being made to provide 9-1-1 service to these people. We have discussed selective routing with Kerrville Telephone Company and the new switching system will provide the required features.

The 92 Harper Exchange customers in Kerr County are in the Kerr 9-1-1 District and will be provided 9-1-1 service by the Kerr 9-1-1 District from the Kerrville PSAP. Transferring the 9-1-1 service to another PSAP (e.g. Fredericksburg) at a future time was discussed at a Board meeting. Consideration will be given to transferring this service when another PSAP is in operation and the Kerr County residents are assured the best possible emergency service.

KERR 9-1-1 EMERGENCY NETWORK DISTRICT



Ted R. Burkhart
Chairman
512-895-1515

TRB:jal

COOPERATIVE WORKING AGREEMENT

The COUNTY OF GILLESPIE and the City of Fredericksburg have passed resolutions supporting the establishment of the 9-1-1 Emergency Telephone Number and the implementation of the 9-1-1 fee and surcharge in their respective jurisdictions and have chosen to participate in the 9-1-1 Regional Plan administered by the Alamo Area Council of Governments (AACOG). (Copies of referenced resolutions attached.)


The Gillespie County Emergency Management Coordinator (EMC) will assist in the coordination and implementation of the 9-1-1 regional plan in his/her County.

The Gillespie County Sheriff is the chief administrative officer of that County's Sheriff's office which is located in the Gillespie County Courthouse in the City of Fredericksburg and in which the Public Safety Answering Point (PSAP) will be located.

The County EMC and Sheriff are familiar with and have reviewed the terms, conditions and requirements specified in an agreement entitled "APPLICATION FOR ENHANCED EMERGENCY NUMBER SERVICE (E9-1-1)" between AACOG and the telephone company(ies) providing such service in their County. (A sample of such agreement is attached.)

The County EMC and the Sheriff agree to cooperate to whatever extent possible with AACOG and the telephone company(ies) in the process of developing, implementing and providing the 9-1-1 Emergency Telephone Number Service. The EMC and the Sheriff further agree to assure criteria specified in paragraphs 3 through 7 of said agreement between AACOG and the telephone company(ies) are achieved as the attainment of these objectives are most critical to system implementation.

AACOG will be the Administrator for the Regional 9-1-1 Emergency Telephone System. AACOG will assign a 9-1-1 Coordinator to aid in the cooperative efforts necessary in order to facilitate the provisions for the Regional 9-1-1 Emergency Telephone System.




Emergency Management Coordinator
County of Gillespie

Al J. Notzon III
AACOG Executive Director

Date: 9/11/90

Date: -----



Gillespie County Sheriff

Date: 9/11/90