

## AGENDA ITEM REQUEST

### KENDALL COUNTY COMMISSIONERS COURT

#### COURT DATE:

- ☒ Regular Agenda: 07-14-2014  
☐ Supplemental Agenda: \_\_\_\_\_  
☐ Special Agenda: \_\_\_\_\_  
☐ Executive Session: \_\_\_\_\_

SUBJECT: Minutes

REQUESTED BY: Sally W. Peters, Deputy Clerk / Administrative Assistant  
(Please print your name and title)

PHONE #/EXT: 212 TIME NEEDED FOR PRESENTATION: 1 minute

WORDING OF AGENDA ITEM (Please write it the way you think it should appear) :

Consideration and action on approval of the Minutes for June 23, 24, 25 & 26, 2014.

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Received: \_\_\_\_\_

Commissioners' Agenda

Date: \_\_\_\_\_

Time: \_\_\_\_\_

## AGENDA ITEM REQUEST

### KENDALL COUNTY COMMISSIONERS COURT

#### COURT DATE:

- ☒ Regular Agenda : 07/14/2014  
☐ Supplemental Agenda: \_\_\_\_\_  
☐ Special Agenda: \_\_\_\_\_  
☐ Executive Session: \_\_\_\_\_

SUBJECT: FY2014 Budget Adjustments

REQUESTED BY: Corinna Speer, County Auditor  
(Please print your name and title)

PHONE NUMBER/EXTENSION: 240

TIME NEEDED FOR PRESENTATION: \_\_\_\_\_

WORDING OF AGENDA ITEM (Please write it the way you think it should appear) :

Consideration and action on the approval of FY2014 Budget Adjustments.

TO: KENDALL COUNTY COMMISSIONER'S COURT

FROM: COUNTY AUDITOR'S OFFICE

DATE: JULY 14, 2014

THE FOLLOWING BUDGET ADJUSTMENTS HAVE BEEN REQUESTED BY VARIOUS COUNTY OFFICIALS AND CAN BE MADE THROUGH NORMAL BUDGET AMENDMENT PROCEDURES.

A BUDGET ADJUSTMENT IS NEEDED IN THE COUNTY ATTORNEY'S BUDGET FOR MISCELLANEOUS EXPENSES.

10-475-53100	OFFICE SUPPLIES	+	600
10-475-53120	LAW BOOKS	+	500
10-475-54020	LEGAL	-	1,100

A BUDGET ADJUSTMENT IS NEEDED IN THE COMFORT FIRE DEPARTMENT'S BUDGET FOR POSTAGE EXPENSES.

10-546-53110	POSTAGE	+	98
10-546-53330	OPERATING	-	98

A BUDGET ADJUSTMENT IS NEEDED IN THE KENDALIA FIRE DEPARTMENT'S BUDGET FOR OPERATING EXPENSES.

10-547-53330	OPERATING	+	3,000
10-547-54270	CONFERENCE/TRAINING	-	3,000

A BUDGET ADJUSTMENT IS NEEDED IN THE WARING FIRE DEPARTMENT'S BUDGET FOR MISCELLANEOUS EXPENSES.

10-549-54200	TELEPHONE	+	200
10-549-54540	VEHICLE - REPAIR & MAINT	+	1,000
10-549-54240	INTERNET SERVICES	-	200
10-549-54270	CONFERENCE/TRAINING	-	1,000

A BUDGET ADJUSTMENT IS NEEDED IN THE PARKS DEPARTMENT'S BUDGET FOR CONTRACT SERVICE EXPENSES.

10-660-54861	CONTRACT SERVICES	+	2,500
10-660-54500	BUILDINGS - REPAIR & MAINT	-	2,500

A BUDGET ADJUSTMENT IS NEEDED IN THE JUVENILE PROBATION BUDGET FOR CONTRACT SERVICE EXPENSES.

35-570-54861	CONTRACT SERVICES	+	1,000
35-570-54096	DETENTION	-	1,000

**REQUEST FOR BUDGET ADJUSTMENT  
FY 2014**

DEPARTMENT 475 - County Attorney's Office

**THE FOLLOWING BUDGET ADJUSTMENT IS REQUESTED:**

<u>AMOUNT \$ REQUESTED</u>	<u>FROM LINE ITEM</u>	<u>TO LINE ITEM</u>	<u>REASON FOR BUDGET ADJUSTMENT</u>
<u>600.00</u>	<u>10-475-54020</u>	<u>10-475-53100</u>	<u>additional supplies needed</u>
<u>500.00</u>	<u>10-475-54020</u>	<u>10-475-53120</u>	<u>additional law book subscription</u>
<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
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**REQUESTED BY:**

  
**DEPARTMENT HEAD/SUPERVISOR**

July 1, 2014  
**DATE**



**REQUEST FOR BUDGET ADJUSTMENT  
FY 2014**

DEPARTMENT

Comfort VFD

**THE FOLLOWING BUDGET ADJUSTMENT IS REQUESTED:**

<u>AMOUNT \$ REQUESTED</u>	<u>FROM LINE ITEM</u>	<u>TO LINE ITEM</u>	<u>REASON FOR BUDGET ADJUSTMENT</u>
<u>\$98.00</u>	<u>53330</u>	<u>52110</u>	<u>more Postage Needed</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
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**REQUESTED BY:**

B. H. Treasurer

**DEPARTMENT HEAD/SUPERVISOR**

6.24.14

**DATE**

**REQUEST FOR BUDGET ADJUSTMENT  
FY 2014**

DEPARTMENT Kendalia VFD

THE FOLLOWING BUDGET ADJUSTMENT IS REQUESTED:

<u>AMOUNT \$ REQUESTED</u>	<u>FROM LINE ITEM</u>	<u>TO LINE ITEM</u>	<u>REASON FOR BUDGET ADJUSTMENT</u>
<u>\$ 3000 —</u>	<u>54270</u>	<u>53330</u>	<u>We will not use this money for training and would like to use it as operating.</u>
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REQUESTED BY:

Skmonds  
DEPARTMENT HEAD/SUPERVISOR

7-3-14  
DATE

**REQUEST FOR BUDGET ADJUSTMENT  
FY 2014**

DEPARTMENT WARING VFD

THE FOLLOWING BUDGET ADJUSTMENT IS REQUESTED:

<u>AMOUNT \$ REQUESTED</u>	<u>FROM LINE ITEM</u>	<u>TO LINE ITEM</u>	<u>REASON FOR BUDGET ADJUSTMENT</u>
<u>1000.<sup>00</sup></u>	<u>54270</u>	<u>54540</u>	<u>SHORT FUNDS FOR REPAIRS</u>
<u>200.<sup>00</sup></u>	<u>54240</u>	<u>54200</u>	<u>Telephone svc increase rate— no charge for internet svc</u>
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REQUESTED BY:

Ralph Ralph Trubbs  
DEPARTMENT HEAD/SUPERVISOR

7 July 2014  
DATE

**REQUEST FOR BUDGET ADJUSTMENT  
FY 2014**

DEPARTMENT Parks

**THE FOLLOWING BUDGET ADJUSTMENT IS REQUESTED:**

<u>AMOUNT \$ REQUESTED</u>	<u>FROM LINE ITEM</u>	<u>TO LINE ITEM</u>	<u>REASON FOR BUDGET ADJUSTMENT</u>
<u>2 500 -</u>	<u>54 500</u>	<u>54 861</u>	<u>structural design of</u> <u>shade structure at</u> <u>Joshua Springs Park &amp; Preserve</u> <u>playground.</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
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**REQUESTED BY:**

  
DEPARTMENT HEAD/SUPERVISOR

7/8/2014  
DATE

# COUNTY OF KENDALL

Development Management Department  
201 E. San Antonio Ave Ste 101-Box 100  
Boerne, TX 78006  
Fax: 830-249-6206



Richard J. Tobolka, P.E., CFM  
Development Manager  
richard.tobolka@co.kendall.tx.us  
830-331-8250

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**Date:** July 8, 2014  
**To:** Kendall County Commissioners Court  
**From:** Richard Tobolka *RT*  
**Subject:** Budget Adjustment Parks Department

The Parks Department is requesting a budget adjustment for the structural design for a shade structure at the playground located at Joshua Springs Park and Preserve.

Initial quotes for a conventional shade structure varied between \$30,000 and \$40,000. In order to reduce the cost of the project, in 2013 the Parks Department purchased shade material for \$3,955.55 with a boilerplate structure design. The boilerplate design is not workable due to safety considerations (fall zone) and height. Purchase of the shade material, design of the structure and employing Road and Bridge for the installation of the structure will result in substantial saving to Kendall County.

Cc: Ricky Pfeiffer, Road and Bridge Superintendent

**REQUEST FOR BUDGET ADJUSTMENT  
FY 2014**

**DEPARTMENT** Juv Probation (35)

**THE FOLLOWING BUDGET ADJUSTMENT IS REQUESTED:**

<u>AMOUNT \$ REQUESTED</u>	<u>FROM LINE ITEM</u>	<u>TO LINE ITEM</u>	<u>REASON FOR BUDGET ADJUSTMENT</u>
<u>\$1,000</u>	<u>35-570- 54096</u>	<u>35-570- 54861</u>	<u>Counseling Svc</u>
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**REQUESTED BY:**

Catherine Speer  
**DEPARTMENT HEAD/SUPERVISOR**

7/7/2014  
**DATE**

Received: \_\_\_\_\_

Commissioners' Agenda

Date: \_\_\_\_\_

Time: \_\_\_\_\_

## AGENDA ITEM REQUEST

### KENDALL COUNTY COMMISSIONERS COURT

#### COURT DATE:

- ☒ Regular Agenda : 07/14/2014  
☐ Supplemental Agenda: \_\_\_\_\_  
☐ Special Agenda: \_\_\_\_\_  
☐ Executive Session: \_\_\_\_\_

SUBJECT: Accounts Payable Claims

REQUESTED BY: Corinna Speer, County Auditor  
(Please print your name and title)

PHONE NUMBER/EXTENSION: 240

TIME NEEDED FOR PRESENTATION: \_\_\_\_\_

WORDING OF AGENDA ITEM (Please write it the way you think it should appear) :

Consideration and action on the approval of claims for purchases, services and vendors.

## AGENDA ITEM REQUEST

### KENDALL COUNTY COMMISSIONERS COURT

#### COURT DATE:

- ☒ Regular Agenda: 07-14-2014  
☐ Supplemental Agenda: \_\_\_\_\_  
☐ Special Agenda: \_\_\_\_\_  
☐ Executive Session: \_\_\_\_\_

SUBJECT: Kendall County Historical Commission Award

REQUESTED BY: Darrel L. Lux, County Judge

PHONE #/EXT: 213 TIME NEEDED FOR PRESENTATION: 2 minutes

WORDING OF AGENDA ITEM (Please write it the way you think it should appear) :

Presentation of the 2013 Distinguished Service Award from the Texas Historical Commission to the  
Kendall County Historical Commission.



**KENDALL COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST**

**COURT DATE:** July 14, 2014   ☒ Open Session   ☐ Executive Session

**SUBJECT:** Vacancy – Constable, Pct. 3

**REQUESTED BY:** Don Allee, County Attorney.

**PHONE NO. /EXT.** 295      **TIME FOR PRESENTATION:** 5 min.

**WORDING OF AGENDA ITEM:**

Discussion concerning vacancy in the office of Constable, Precinct 3 and procedures to be followed to fill the vacancy. Action as necessary.

**JUSTIFICATION (REASON ITEM SHOULD BE ON AGENDA):** Information available initially indicated that the proper procedure to fill the vacancy in the office of Constable, Precinct 3 was for a special election to be called, to be held on the same date as the general election, and for there to be a filing period during which candidates could file for election. Information received from the Secretary of State's office provides that an election does not need to be called, the position for the unexpired term will automatically be on the ballot. Also, instead of candidates filing for office, the executive committee of each political party has authority to name the candidate for such political party. There are also provisions for independent candidates to file for election.

## AGENDA ITEM REQUEST

### KENDALL COUNTY COMMISSIONERS COURT

#### COURT DATE:

- ☒ Regular Agenda: 07-14-2014  
☐ Supplemental Agenda: \_\_\_\_\_  
☐ Special Agenda: \_\_\_\_\_  
☐ Executive Session: \_\_\_\_\_

SUBJECT: Proclamation for Comfort, Texas

REQUESTED BY: Laurie Castro, Comfort Chamber of Commerce

PHONE #/EXT: 213 TIME NEEDED FOR PRESENTATION: 5 minutes

WORDING OF AGENDA ITEM (Please write it the way you think it should appear) :

Consideration and action on the request by the Comfort Chamber of Commerce in conjunction with  
Wrangler Jeans advertising promotion to proclaim an honorary and temporary name change for Comfort,  
Texas to be called Advanced Comfort, Texas.



# PROCLAMATION

**WHEREAS**, Comfort, Texas, is a hard-working town, with a proud history and down-home charm where people in the close-knit community enjoy the small *comforts* of life,

**WHEREAS**, Wrangler® is an iconic denim brand that stands for hard work, integrity and continually strives to make life more *comfortable*. Its history runs parallel to the rise of the country, its jeans worn by the same people who built it,

**WHEREAS**, both Comfort, Texas, and Wrangler® seek to engage local residents and help them #GetMoreComfortable in both their jeans and in their beloved town,

**WHEREAS**, Wrangler® will take its commitment to *comfort* to a new level with the brand's newest, most innovative jeans yet: Wrangler Advanced Comfort™. In celebration of the launch, Wrangler® will kick off a community-based initiative that strives to improve towns across America, starting in Comfort, Texas,

**WHEREAS**, Wednesday, July 23, 2014 at a community event, the previously named *Comfort* will be proclaimed *Advanced Comfort*, Texas, the "Most Comfortable Town in America." Wrangler® has enlisted the help of Texas native and NFL star quarterback Drew Brees, who will be named honorary mayor for the day, and go on to play a major role in the multifaceted campaign aimed at helping men #GetMoreComfortable,

**NOW, THEREFORE**, I, Darrel L. Lux, County Judge of Kendall County, Texas, do hereby declare the name of the town, Comfort, Texas become

## ADVANCED COMFORT, TEXAS

**July 23, 2014, for a period of six months and Drew Brees be named honorary mayor for the day**, in Kendall County, Texas, and hereby encourage the citizens of Comfort to participate in efforts to promote *comfort*.

Signed this 14th day of July 2014

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Darrel L. Lux,  
Kendall County Judge

Received: \_\_\_\_\_

Commissioners' Agenda

Date: \_\_\_\_\_

Time: \_\_\_\_\_

## AGENDA ITEM REQUEST

### KENDALL COUNTY COMMISSIONERS COURT

#### COURT DATE:

- ☒ Regular Agenda : July 14, 2014  
☐ Supplemental Agenda: \_\_\_\_\_  
☐ Special Agenda: \_\_\_\_\_  
☐ Executive Session: \_\_\_\_\_

SUBJECT: Public Hearing Plat Revision Comfort Outlot 53A-1A

REQUESTED BY: Richard Tobolka – Development Manager  
(Please print your name and title)

PHONE NUMBER/EXTENSION: \_\_\_\_\_ ext. 250

TIME NEEDED FOR PRESENTATION: 5 minutes

WORDING OF AGENDA ITEM (Please write it the way you think it should appear) :

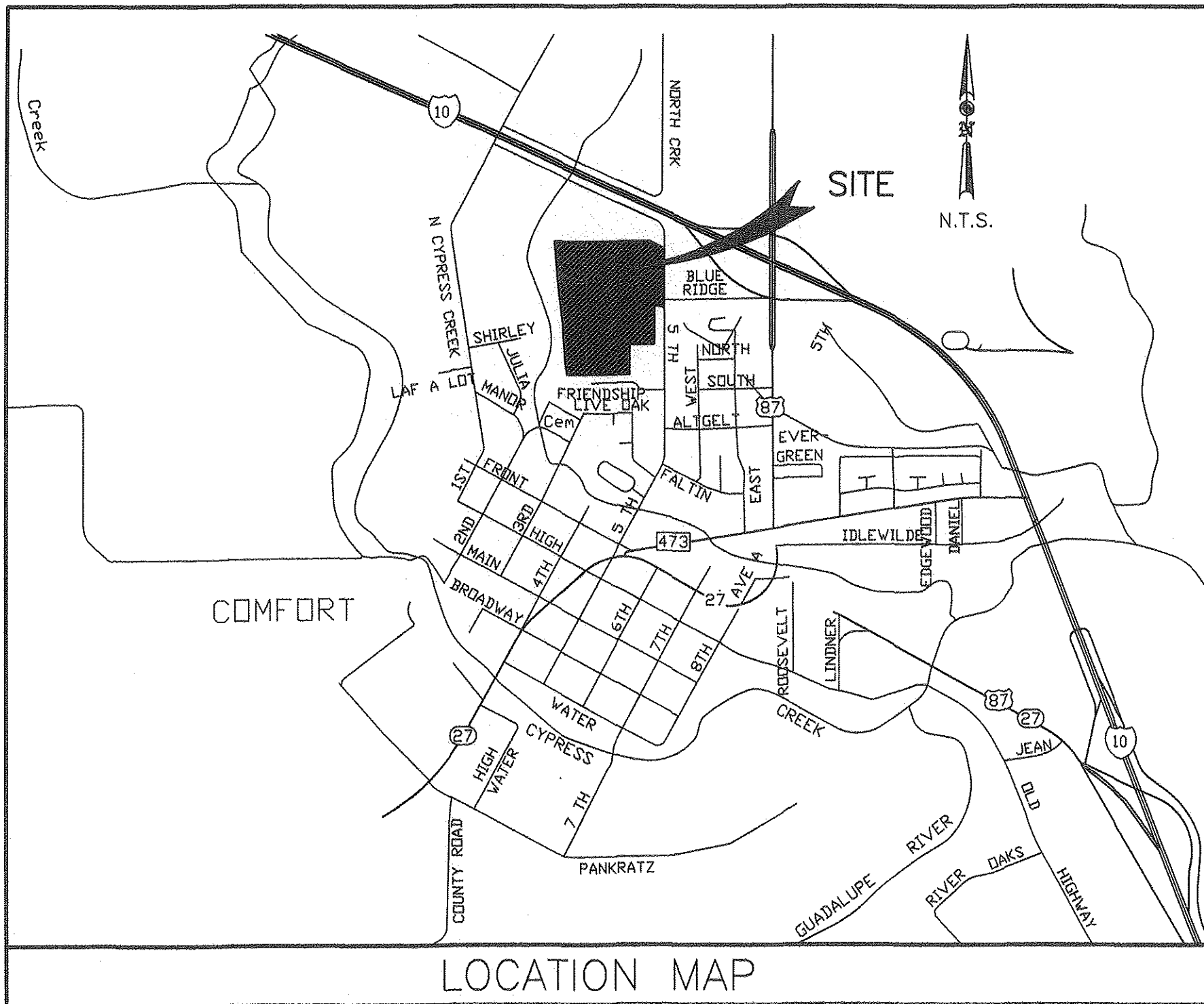
Application filed by The Comfort Village LTD for the proposed plat revision for Outlot 53A-1A

Town of Comfort filed in Volume 5 Pages 269-270 of the Plat Records of Kendall County, Texas

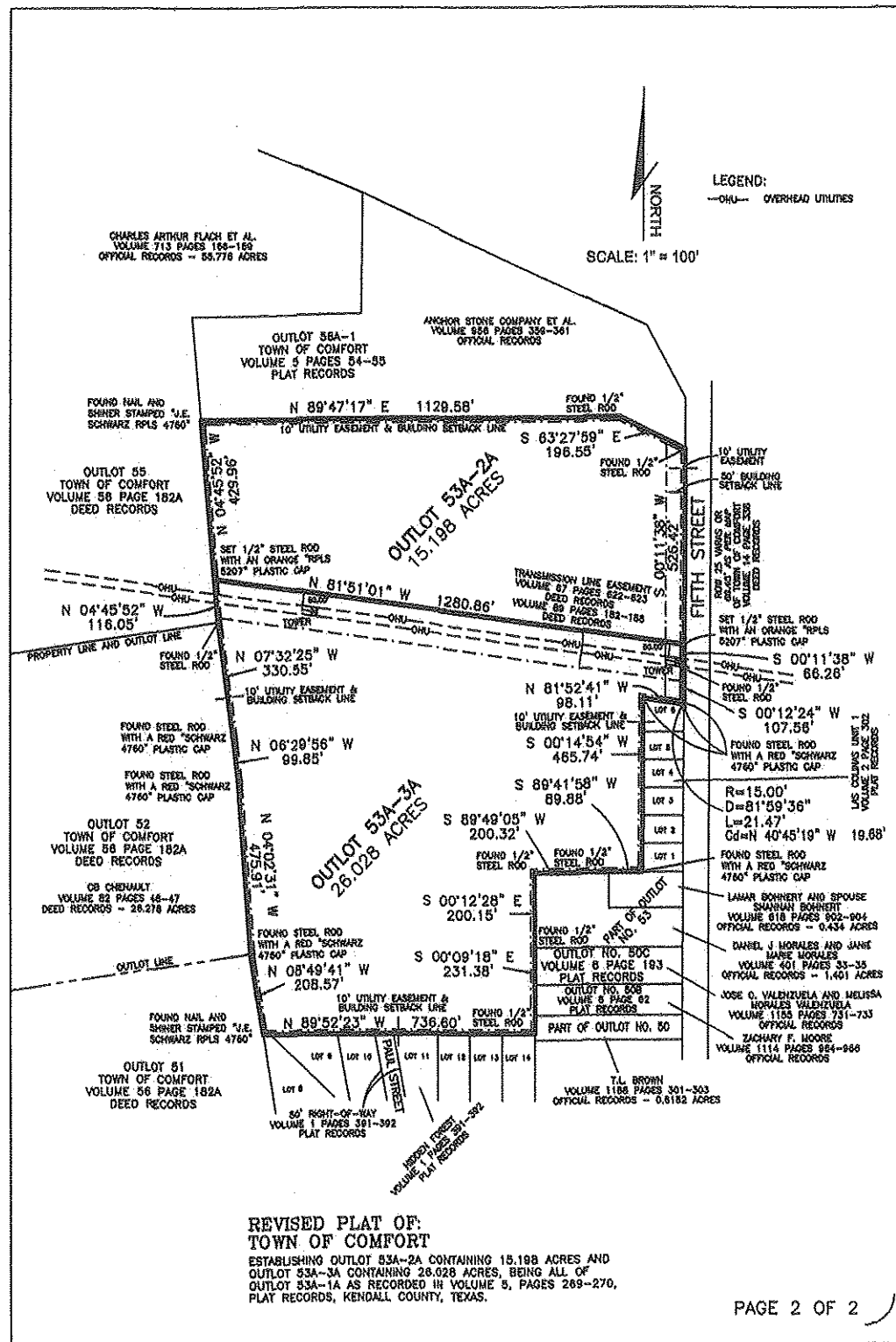
The proposed Plat Revision would create two Outlots 53A-2A (15.198 acres) and 53A-3A

(26.028 acres) from Outlot 53A-1A (41.22 acres)

Kenneth Rusch, Commissioner Pct. 4









Received: \_\_\_\_\_

Commissioners' Agenda

Date: \_\_\_\_\_

Time: \_\_\_\_\_

## AGENDA ITEM REQUEST

### KENDALL COUNTY COMMISSIONERS COURT

#### COURT DATE:

- ☒ Regular Agenda : July 14, 2014  
☐ Supplemental Agenda: \_\_\_\_\_  
☐ Special Agenda: \_\_\_\_\_  
☐ Executive Session: \_\_\_\_\_

SUBJECT: Plat Revision Town of Comfort Outlot 53A-1A

REQUESTED BY: Richard Tobolka – Development Manager  
(Please print your name and title)

PHONE NUMBER/EXTENSION: \_\_\_\_\_ ext. 250

TIME NEEDED FOR PRESENTATION: 5 minutes

WORDING OF AGENDA ITEM (Please write it the way you think it should appear) :

Consideration and action on a Plat Revision of Town of Comfort Outlot 53A-1A (41.22 acres)

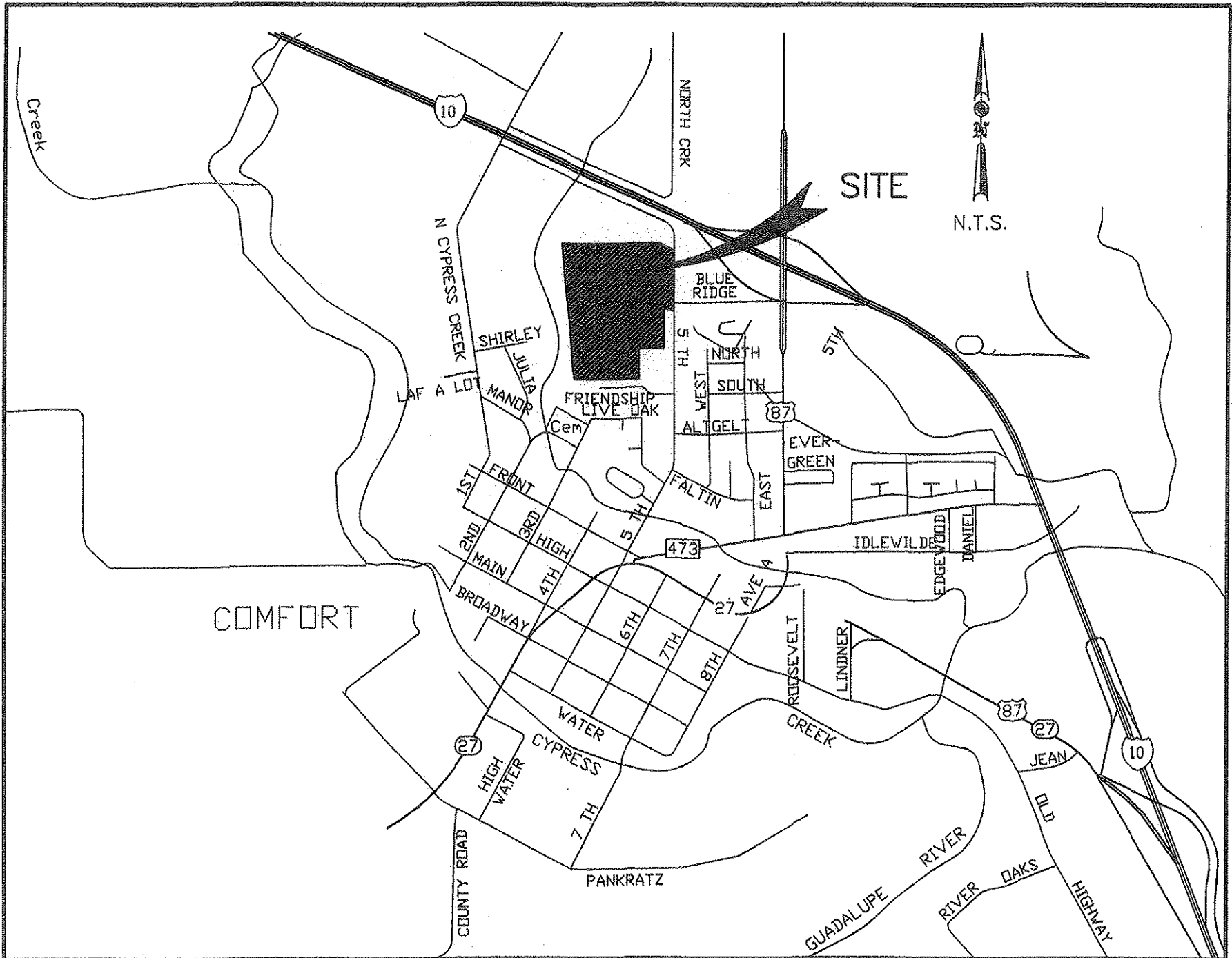
Kendall County Texas into Outlots 53A-2A (15.198 acres) and 53A-3A (26.028 acres) in

accordance to section 209 of the Kendall County Development Rules and Regulations.

(The Comfort Village LTD, Paula Bohnert-President)

Kenneth Rusch, Commissioner Pct. 4





LOCATION MAP

CHARLES ARTHUR FLAGH ET AL.  
VOLUME 713 PAGES 180-189  
OFFICIAL RECORDS - 55.776 ACRES

ANCHOR STONE COMPANY ET AL.  
VOLUME 958 PAGES 359-361  
OFFICIAL RECORDS

OUTLOT 58A-1  
TOWN OF COMFORT  
VOLUME 5 PAGES 34-35  
PLAT RECORDS

OUTLOT 55  
TOWN OF COMFORT  
VOLUME 86 PAGE 182A  
DEED RECORDS

TRANSMISSION LINE EASEMENT  
VOLUME 67 PAGES 822-823  
DEED RECORDS  
VOLUME 89 PAGES 182-185  
DEED RECORDS

OUTLOT 52  
TOWN OF COMFORT  
VOLUME 86 PAGE 182A  
DEED RECORDS

OB CHENWAT  
VOLUME 82 PAGES 46-47  
DEED RECORDS - 22.278 ACRES

OUTLOT 51  
TOWN OF COMFORT  
VOLUME 56 PAGE 182A  
DEED RECORDS

OUTLOT 53A-1A  
41.22 ACRES

OUTLOT NO. 800  
VOLUME 8 PAGE 103  
PLAT RECORDS

OUTLOT NO. 808  
VOLUME 8 PAGE 82  
PLAT RECORDS

PART OF OUTLOT NO. 50

T.L. BROWN  
VOLUME 1188 PAGES 301-303  
OFFICIAL RECORDS - 0.0182 ACRES

LAS COLINAS UNIT 1  
VOLUME 2 PAGE 302  
PLAT RECORDS

LAMAR BOKHNET AND SPOUSE  
SHUANHAI BOKHNET  
VOLUME 616 PAGES 902-904  
OFFICIAL RECORDS - 0.434 ACRES

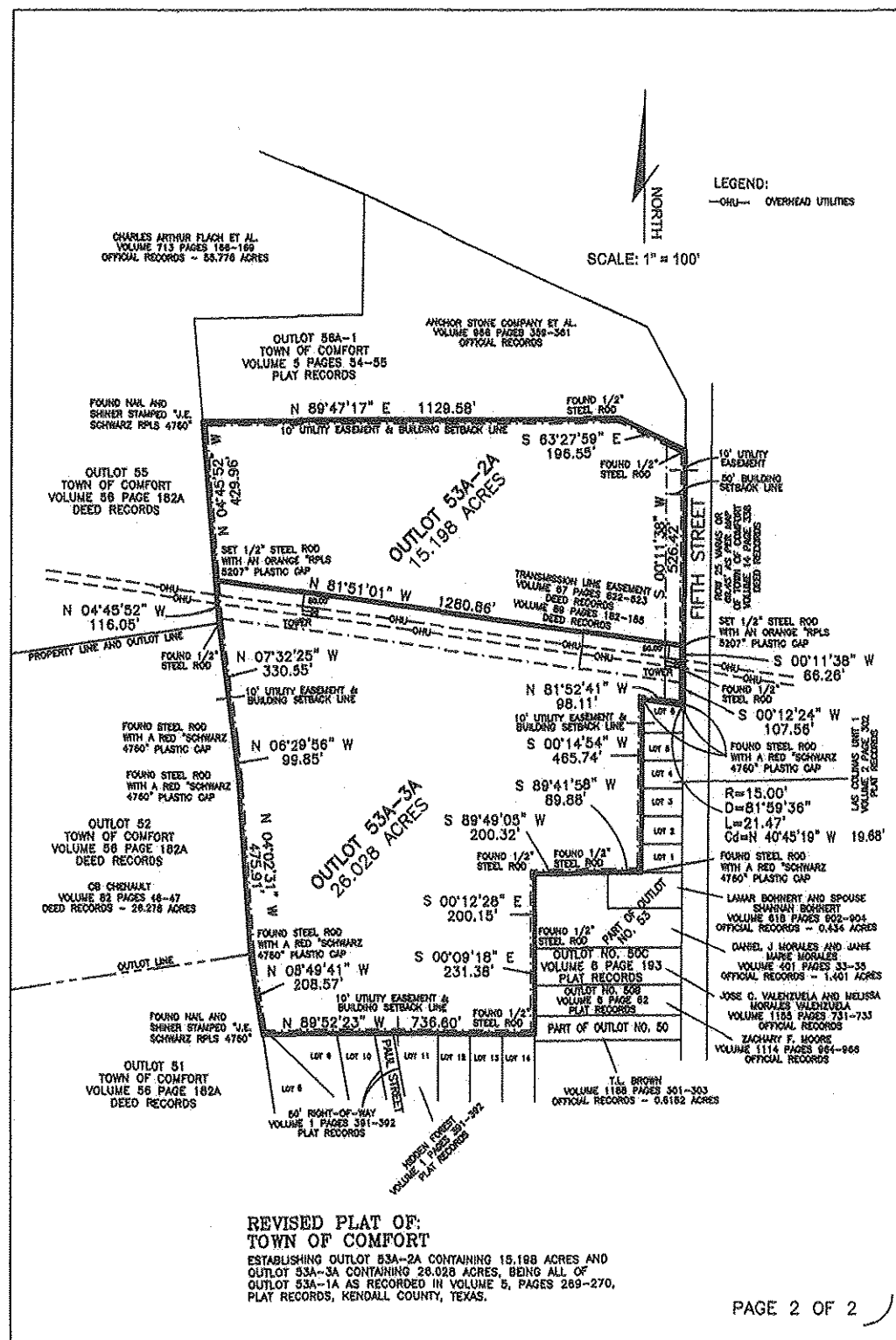
DANIEL J. MORALES AND JAMIE  
MARIE MORALES  
VOLUME 401 PAGES 33-35  
OFFICIAL RECORDS - 1.401 ACRES

JOSE C. VALENZUELA AND MELISSA  
MORALES VALENZUELA  
VOLUME 1184 PAGES 731-733  
OFFICIAL RECORDS

ZACHARY F. MOORE  
VOLUME 1114 PAGES 984-988  
OFFICIAL RECORDS

EXISTING PLAT OF:  
OUTLOT 53A-1A AS RECORDED IN VOLUME 5, PAGES  
289-270, PLAT RECORDS, KENDALL COUNTY, TEXAS

OUTLOT 83A-1A AS RECORDED IN VOLUME 8, PAGES 288-270, PLAT RECORDS, KENDALL COUNTY, TEXAS



## AGENDA ITEM REQUEST

### KENDALL COUNTY COMMISSIONERS COURT

#### COURT DATE:

- ☒ Regular Agenda: 07-14-2014  
☐ Supplemental Agenda: \_\_\_\_\_  
☐ Special Agenda: \_\_\_\_\_  
☐ Executive Session: \_\_\_\_\_

SUBJECT: Boerne Area Model Society (BAMS) Update

REQUESTED BY: Bob Weiss, BAMS Representative  
(Please print your name and title)

PHONE #/EXT: 212 TIME NEEDED FOR PRESENTATION: 15 minutes

WORDING OF AGENDA ITEM (Please write it the way you think it should appear):

Presentation by Boerne Area Model Society (BAMS) representatives on the First Annual Fall Fun Fly to  
be held at Joshua Springs Park and Preserve on October 4, 2014. Discussion and action as needed.

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**BAMS FIRST ANNUAL FALL FUN FLY**  
**AMA Sanctioned Event**  
**October 4, 2014**  
**Joshua Springs Park**

**ATTACHED INFORMATION PACKET**

**Schedule of Events**

**705 Fun Fly Flying Tasks**

**Flying Safety and Operation Rules**

**AMA Approval of Event**

**Insurance Forms for the Event**

**Contest Director's Report to be returned to AMA after Event**

**Requirements for Operation of Remote Control Aircraft**

**Flying Site Specifications**

**Aerial View of Event Layout**

# Schedule of Events

## FFF 2014

0800 Pilot meeting  
0900 BAMS Banner Tow  
0930 Event 8.4.3 Timed flight. (with tasks probably two rolls, one loop)  
0950 (ish) 3-D Plane Demo  
1010-1050 free flight  
1050 Helo / Quad Copter Demo  
1110 Event 8.4.12 Carrier landing  
1200 Lunch/Demo flight?  
1245 Precision Flying Demo (IMAC/Pattern)  
1310 Event 8.4.13 Climb and glide  
1350 Zippy Demo  
1410 Event 8.4.9 Progressive limbo  
1450 Candy Drop  
1510-1630 free flight  
1645 Awards formal ending.

# RADIO CONTROL COMPETITION FUN FLY

## 705 EVENTS

1. Objective: The purpose of these rules is to standardize tasks and rules for radio controlled competition fun fly contests. The requirements will challenge current aircraft design so as to promote innovation and originality in design improvements while staying within AMA safety and weight limits. Tasks will be timed or mission tasks with subjectivity by judges kept to a minimum.

2. General: These rules provide flight tasks suitable for unlimited time events as well as traditional mission-oriented, fun-fly tasks. They provide a variety of tasks from which a Contest Director can choose to define a challenging contest tailored for a given location, expected weather conditions and expected skill level of attendees. The builder-of-the-model rule will not apply.

3. Safety:

3.1: A zero line shall be established between the flight area and judge/pit/spectator area. When possible a warning line should be established in front of the zero line. The zero line extends to infinity at both ends of the flight line. A flag or pole should mark the zero line at least 100 feet past the ends of the runway to improve visibility for the pilots and judges. A separate judge should have sole responsibility for indicating zero line violations. The aircraft must remain beyond the zero line at all times in the air and on the ground during the task. All personnel must remain behind the zero line unless specifically noted in the task description.

3.2: All flying MUST be in a safe and controlled manner.

3.3: At the discretion of the CD, a 97 dB noise limitation may be used if specified in pre-contest announcements. The noise shall be measured at 3 meters from the aircraft per the current RC Aerobatic guidelines.

3.4: The CD or designee must conduct safety inspections prior to and during the contest.

3.5: All pilots will have a helper during each flight and aircraft engines will be started in a safe area.

4. Task Categories: There are two categories or styles of fun-fly tasks from which to choose. These categories set the tone of the contest. Either or both (separately) may be offered at a contest. If both categories are offered, each pilot may enter both categories.

4.1: Unlimited: No limit is placed on design or equipment as long as it complies with AMA safety code. All tasks are selected from the timed tasks. Fun Fly: The fun-fly tasks are typically selected from mission tasks, but may also include timed tasks. Aircraft may be limited by minimum wing loading, radio features (i.e. no mixing), no tuned pipes, or by standard design limitations, or may remain unlimited. Wing area calculations for minimum wing loading may be simplified to span x maximum chord including ailerons. A common limited design approach that has proven successful is the following: No stick/boom type aircraft may enter. Profile fuselage airplanes are allowed with the following limits: The profile fuselage must be a minimum of 1/4-inch wide, 3-inches high at the back plate area of the engine, and 1-inch high at the leading edge of the horizontal stab. The vertical fin or sub-fin cannot be used in obtaining these dimensions. At some point between the engine mounting plate and the leading edge of the horizontal stab the fuselage must be 5-inches high. This dimension can be obtained with a cockpit outline or a gradual slope from 3-inches up to 5-inches and back down to 1-inch. A 3-inch-high fuselage with a 5-inch-high stick will not meet the intent of this rule.

The main landing gear must have two wheels mounted parallel to an imaginary line between the center of each wing tip. There will be a minimum of 6 inches between the inside edges and maximum of 20 inches to the outside edges of each wheel. Wing tip wheels will not be considered



as main landing gear. Any airplane limitations shall be clearly stated in all contest literature.

5. Event Classes: There are two classes of difficulty in each category. A pilot may only fly in one class of each category at a contest. Higher value prizes should be awarded to the masters class to encourage sportsman-class pilots to move up. If both task categories are offered, a pilot who flies in the Masters class in one category may fly in the Sportsman class in another category. The local mix of skill levels will normally determine the split between the two classes. The CD has final authority on entry classes.

5.1: Masters Class: Top level of competition in the category

5.2: Sportsman Class: Entry level competition in the category.

## 6. Flight Line Procedures:

6.1: Aircraft: Each contestant may enter as many as he/she would like.

6.2: Sequence Options: Several options are offered for proceeding through the selected tasks. The CD should use a procedure that fits with the pace and size of the contest and the format of events chosen. The CD should, if at all possible, choose tasks and a sequence option that allows at least four different tasks to figure the final score.

6.2.1: Each pilot flies a given task once, visiting the flight line separately for each task. This approach may be suited to the slower-paced fun fly category.

6.2.2: Each pilot flies a given task once, visiting the flight line separately for each task. After all tasks are flown, one or more (number predetermined) "makeup" rounds are flown, in which the pilot chooses to try to better his score in any prior task. If the original score is better, the pilot keeps the original score. If more than one

makeup round is offered, the pilot may be limited to a single makeup attempt for any given task.

6.2.3: Each pilot flies a given task twice in a single visit to the flight line. The better score is retained for a task score. This approach usually does not incorporate makeup rounds.

6.2.4: Each pilot flies two different tasks in a single visit to the flightline. Both scores are independent and figure in the pilot's total. This approach may be combined with makeup rounds as in method 6.2.2.

### 6.3: Official Flight

6.3.1: In timed tasks, the official flight time starts when the aircraft moves after the pilot and timers agree they are ready.

6.3.2: The official end of time is when all of the following occur:

- a. The prescribed maneuver is complete.
- b. The main wheel touches the ground and the aircraft can fly away under power.

6.3.3: If any part of the airplane touches the ground at any time during the task prior to the completion of the task except when a touch is required, the flight scores a ZERO.

6.4: If manpower permits, three timers will be used for timed flights, with the high and low times dropped.

6.5: At his/her discretion, the CD may elect an official counter (loops, spins, etc.) who may also be a timer. If the CD does not elect a counter, the pilot may select his or her own.

6.6: In the first round, pilots will fly in random order determined by the CD. Subsequent rounds will be flown in descending order based on each pilot's total score.

6.7: A landing area shall be designated in which the aircraft must make all touchdowns, including the last one to stop the clock. The landing area may include an entire active runway, and should be clearly marked. The landing area should be at least 100 feet wide and 150 feet long if the runway size permits. If more than one flight line is utilized, the landing areas should be separated by at least 200'.

## 7. Scoring:

7.1: In the Unlimited category, normalized scoring will be used for each task. The score shall be calculated as  $100 \times (\text{best time}) / (\text{current pilot's time})$ .

7.2: In the fun-fly category the score for each task is determined by placement in the tasks as follows:

### Place Points

1st 100

2nd 81

3rd 64

4th 49

5th 36

6th 25

7th 16

8th 9

9th 4

10th 1

other 0

Placement in the task is determined by points earned in the task, with ties broken by the time taken to complete the task to discourage taking too much time. Alternatively, this approach

(squared scores) may be extended to give all pilots completing the tasks points, normalizing may be used, or other approaches may be developed for awarding overall score totals.

7.3: If a tie exists for overall placement, an additional task (chosen by the CD) will be flown to break the tie.

7.4: There will be no maximum time limit for each task.

8. Event Tasks: Maneuvers in brackets ( ) in the task descriptions indicate repetitions of that part of the task that must be completed before beginning the next part of the task. The number indicated in brackets is the typical number of repetitions flown. For example, Roops (5) would be flown as "Take off, roll, loop, roll, loop, roll, loop, roll, loop, roll, loop, and land."

8.1: There will be a minimum of four (4) different tasks per contest.

8.2: Tasks may be announced prior to the contest or drawn at the contest. It is encouraged that a contest format has a variety of tasks. If the tasks are drawn at the contest, similar tasks (such as all looping tasks) should be placed together and drawn from once so that one type of task does not dominate the contest.

The CD may develop new tasks based on variations or combinations of the tasks below or using entirely new ideas for tasks. Unlimited tasks should be timed events, whereas Fun-Fly tasks are typically mission-oriented. Participant, official, and spectator safety should be considered when developing new tasks.

### 8.3: Timed Tasks:

#### 8.3.1: Loop Tasks

- A. Inside Loops (10) Take off, (inside loop), touch down.
- B. Outside Loops (10) Take off, (outside loop), touch down.
- C. Outside (5) Inside (5) Take off, (outside loop), (inside loop), touch down.
- D. Split outside(5) Take off, (outside Inside(5) loop), touch-and-go, (inside loop), touch down.
- E. Loop Combo (5) Take off, (inside loop), (outside loop), (inside loop), touch down.
- F. Split Loop Combo (5) Take off, (inside loop), touch-and-go, (outside loop), touch and go, (inside loop), touch down.

#### 8.3.2: Roll-Loop-Spin Task

- A. Loops (5) Take off, (roll, loop), touch down.
- B. Split Loops (3) Take off, (roll, loop), touch-and-go, (roll, loop), touch down.
- C. Modified Dixie Take off, (3 rolls, 3 Death (2) loops, touch down.)
- D. Dixie Death (2) Take off, (3 rolls, 3 spins, 3 loops, touch down.)

E. Split Dixie Death Take off, 3 rolls, touch down, 3 spins, touch down, 3 loops, touch down.

E. Outside Roops (5) Take off, (roll, out side loop), Touch down.

F. Split Outside Roops (3) Take off, (roll, out side loop), touch and go, (roll, outside loop), touch down

G. Triple Split Roops Take off, (roll, loop), touch-and-go, (roll, loop), touch-and-go, (roll, loop), touch down.

I. JLS Combo take off, 3 roll/loops, touch-and-go, 3 rolls, 3 inside loops, touch and go, 5 inside loops, touch-and-go, 5 loop touch-and- goes, touch down.

### 8.3.3: Touch and Go Tasks

A. 180 Touch-and-Go (10) (Take off and touch down) with a minimum 180 degree heading change between each takeoff and touch.

B. 360 Touch-and-Go (10) (Take off and touch down) with a minimum 360 degree heading change between each take off and touch. The heading change may be vertical (loop), or horizontal (turn), or in between.

C. Roll Touch-and-Go (5) (Take off and touch down) with a roll between each takeoff.

D. Loop Touch-and-Go (5) (Take off and touch down) with a loop between each takeoff.

E. Roll Touch Loop (Take off, roll, touch- touch (5) and-go, loop, touch)

F. Spot Touch-and-Go (5) (Take off, touch in defined area).

8.3.4: Limbo Tasks. A ribbon is stretched between poles that are 50' apart and 5' high. Aircraft cannot touch the ground until all passes are completed. The pole closest to the zero line shall be at least 30 feet from the zero line. The pilot is permitted to stand in the area between the closest pole and the zero line, but not beyond the closest pole. No other persons may stand beyond the zero line.

A. Limbo (5) Take off away from the ribbon, (pass under ribbon x5) touch down.

B. Loop Limbo (5) Take off away from ribbon, (inside loop, pass under ribbon x5), touch down.

C. Roll Limbo (5) Take off away from ribbon, (roll, pass under ribbon x5) touch down.

D. Inverted Limbo (5) Take off away from ribbon, (pass under ribbon inverted x5), touch down.

8.4: Mission Tasks: The CD may select target areas and scores for the following tasks as needed to reflect local skill levels.

8.4.1: Taxi. A timed task for airplanes to complete a designated course on the runway. The course may be a straight line, oval around pylons, or zig zag through the gates, etc. The pilot may elect to remove the wing from the aircraft.

8.4.2: Climb and Glide. Climb to altitude for preset time (20-30 seconds) shut off engine, time glide to landing on runway. Masters glide should be done inverted, with the time stopping at roll upright. Longest time wins.

8.4.3: Timed Flight. Pilot must fly airplane for exactly 1, 2, or 3 minutes from liftoff to landing. Pilot may be required to perform specific maneuvers during the flight (such as rolls, loops, or spins). Score will be total seconds of flight if less than required time or total seconds minus (2x) seconds over required time if flight time exceeds required time. NO timing devices allowed near pilot.

8.4.4: Spot Landing. Designate a target (circles, squares, random sizes or locations on the runway) and give the pilot three (3) passes to accumulate highest score. A variation can have five (5) boxes designated ace through jack and the best poker hand wins; or ten (10) boxes ace-10 and the best blackjack hand wins.

8.4.5: Table Landing. The pilot makes 5 passes (or 2 minutes of passes) to perform a maximum of 3 touch-and-goes on a 4 x 8-foot platform above the ground. The platform can be wood or Styrofoam supported by cable spools, saw horses, or a table. At least one main wheel must touch the platform to count as a successful pass. Event is timed for fastest time from takeoff from ground to landing on ground after 3 touches. Fastest time with 3 touches places ahead of fastest time with less than 3 touches. Sportsman Class fliers can have the platform placed closer to the ground or on the ground. The platform is placed at least 30 feet in front of zero line and pilot can stand anywhere between zero line and platform but not beyond the platform. No other person may stand beyond the zero line.

8.4.6: Bomb Drop. The pilot will drop the bomb onto a target from a cup or dowel attached to the plane. Devices are provided (cup, dowel, washer, donut, egg, piece of hot dog, or other bomb. Any bomb chosen should not exceed one [1] ounce). No servo activated releases are permitted.



8.4.7: Balloon Burst. A balloon is fastened to a balsa stick on the far side of the runway. The pilot gets three (3) passes parallel to the runway to break the balloon or the stick. Points are highest for the first pass to hit or break the balloon and lowest for the third pass hit or break.

8.4.8: Can Spot Landing. A soda can is fastened to a 50' monofilament line and attached to the aircraft. The pilot is given three (3) passes to touch only the can onto target.

8.4.9: Progressive Limbo. A 25' limbo ribbon is set at 6', 4', 2' for the pilot to pass under. The lower the ribbon the higher the score. Three (3) attempts per flight.

8.4.10: Mission. Bomb Drop, Can-Can, or Balloon Burst and Sport Landing (8.4.6. and 8.4.8. or 8.4.7. and 8.4.4. rules) are combines. Multiple passes can be allowed. All scores are added together for a total flight score.

8.4.11: Spins. During a 60-second period the pilot must take off, climb to altitude, and perform as many nose-down spins as possible. The pilot may climb up and spin down more than once during the 60-second period.

8.4.12: Carrier Landing. A ribbon is placed 5' high across the end of a carrier target marked on the runway. The pilot must fly over the ribbon and land on the carrier as soon as possible. The airplane must not taxi off the side or off the end of the designated deck. The point of touch determines the score.

8.4.13: Climb and Glide. Climb and Glide with spot climb to altitude for a preset time (20-30 seconds), shut off engine, time glide to landing on the runway. Masters may be required to glide inverted, with time stopping at roll upright. Bonus seconds are added for distance spinner nut ends up from a predetermined spot. Distance may be determined with a measuring tape or circles on the runway.

## FLYING SITE SAFETY RULES

1. Deliberate flying behind the safety line is prohibited.
2. Each transmitter must display frequency identification.
3. Taxiing is **not** allowed in the pit area.
4. It is strongly recommended that members do not fly alone.
5. Children should **not** be permitted beyond the spectator area unless under the **direct** supervision of an adult or under flight instruction.
6. The established club frequency control plan will be in force at all times.
7. Control line equipment shall be inspected before the initial flight each day.
8. Helicopter flights are allowed in designated areas only.
9. Sailplane high start lines are to run parallel to active runway.
10. Direction of flight is determined by the wind direction, etc.
11. Flight operations will stop during electrical storms.
12. Models will fly only in predesignated areas, and will yield right-of-way to full-size aircraft.

## FLYING SITE OPERATIONAL RULES

1. NO flying before 9:00 a.m.
2. Only pilots and assistants are allowed on the safety line.
3. Mufflers are required on all models. (db limit recommended).
4. Testing of engines is to be performed in specific designated areas.
5. Shelter may not be used as a pit area.
6. The AMA Safety Code will be displayed when the field is open for flying.
7. Fliers operating models must display AMA membership cards for easy identification.
8. Pilots shall make appropriate announcement when taking off, landing, or emergency situations.
9. Compliance to these safety rules is the responsibility of each participant.
10. First aid kits are to be carried by designated members.
11. Post emergency numbers: Hospital \_\_\_\_\_,  
Police \_\_\_\_\_, and Public phone location \_\_\_\_\_
12. All non-participants must be behind a partial barrier during Control Line Speed flying.



ACADEMY OF MODEL AERONAUTICS  
*Bringing Modelers Together*

## **Congratulations Your Event Has Been Approved!**

The following sanction has been approved by your district Contest Coordinator:

10/04/2014 - Boerne, TX (C) BAMS Annual Fall Fun Fly 2014

Site: BAMS Flying Field at Joshua S

category: Fun Fly

Event Description: 10/4/2014 --- Boerne, Tx (A) Boerne Area Model Society (BAMS) Fall Fun Fly 2014. Site: BAMS flying field, Joshua Springs Park, Welfare, Tx. Dan Griffin, CD PH 210-722-0936. Email: [dan@boerner.org](mailto:dan@boerner.org). 9:00 am – 5:00pm, pilot meeting 8:00 am. Pilots

CD: DAN GRIFFIN

Phone: 210.722.0936

email: [WNSBANJO@GVTC.COM](mailto:WNSBANJO@GVTC.COM)

Please click [here](https://www.modelaircraft.org/MembersOnly/Portal/Sanctions/cd.aspx) to login to the Contest Director Portal, or click the link below, if you need to purchase additional insurance, or supplemental advertising.

<https://www.modelaircraft.org/MembersOnly/Portal/Sanctions/cd.aspx>

If you purchased or plan to purchase supplemental advertising, remember to send your artwork or event flyer to the Competition department via email: [competition@modelaircraft.org](mailto:competition@modelaircraft.org), or mail: AMA Headquarters Attn: Competition Dept. 5161 E. Memorial Dr. Muncie IN 47302

**ATTENTION Contest Directors;**

All Flying certificates will be sent electronically to the e-mail address contained within your membership record. Additional insured certificates will be emailed separately. Membership records can be accessed and or updated on our website; [www.modelaircraft.org](http://www.modelaircraft.org) under the "Members Only" section. For those without an active email account, we will continue to mail your information. If you need to make a change to your sanction, or discover an error in your application, please contact the Competition department via email: [competition@modelaircraft.org](mailto:competition@modelaircraft.org)

Please print and fill out the Contest Director's Report, and the Flight Safety Declaration Form. These forms must be returned to AMA headquarters within seven days of the completed event. Your CD report may be returned by U.S. Mail, fax or email.

## SANCTION APPLICATION INFORMATION

Name: BAMS Annual Fall Fun Fly 2014 City, State, Zip: Boerne TX 78006

Class: C

Event Category: Fun Fly

Site: BAMS Flying Field at Joshua Springs Park, Welfare, Texas

CC Assigned (Title): DOUGLAS E POWELL (District VIII - RC)

First Choice Date(s): 10/04/2014

Approved Date(s): 10/04/2014

Sponsor 1: 3787 - BOERNE AREA MODEL SOCIETY

Selected Number of Prizes: 3

Website: BOERNERC.ORG

Traditional Status: N

Ad Event Text: 10/4/2014 --- Boerne, Tx (A) Boerne Area Model Society (BAMS) Fall Fun Fly 2014. Site: BAMS flying field, Joshua Springs Park, Welfare, Tx. Dan Griffin, CD PH 210-722-0936. Email: dan@boernerc.org.

9:00 am – 5:00pm, pilot meeting 8:00 am. Pilots

GPS Coordinates (Lat/Long): 29.53210, -98.49800

### Additional insurance:

Property Name: Joshua Springs Park

Kendall County, Texas

204 E San Antonio Ave

Boerne TX 78006

Insurance site type: Private Property

Insurance Dates: 10/03/2014 - 10/04/2014

## **Academy of Model Aeronautics**

### **Requirements for the Operation of Remote Control (RC) Aircraft at Full Scale Airshows**

#### **1. Background:**

Over the years, many AMA member clubs have performed at full scale airshows. Recently the FAA approached the AMA with a request to provide guidelines for model aircraft operations at FAA waived events where both model aircraft and manned full-scale aircraft are scheduled to perform. In response to this request, the AMA Executive Council established the following policy in July 2013:

*"Other than events involving AMA Show Teams, all model aircraft flight operations at FAA waived aviation events (airshows) must be overseen by an AMA Contest Director and conducted under an AMA issued Class D sanction. The Contest Director shall verify the competency of the pilots and the safe conduct of the flight operations."*

This document accompanies this policy and details the requirements necessary for AMA members to perform at full scale events. Sanctioned AMA Show Teams should continue to operate in accordance with the AMA Show Team Safety Program.

In addition, the International Council of Air Shows (ICAS), has developed a set of Best Practices which establish a baseline from which air show operations should be conducted. ICAS strongly recommends that they be used as one part of a multi-faceted training, education and operations program.

#### **2. Terms and Definitions:**

- 2.1. Radio Control (RC) Aircraft: A model aircraft capable of navigating the airspace and flown by hobbyists within visual line of sight under direct control from the pilot using radio signals for the remote control of a model aircraft.
- 2.2. TEAM AMA: AMA sanctioned RC air show teams that are experienced with full scale aviation events.
- 2.3. Contest Director (CD): An AMA member licensed as an agent of the AMA with the authority to administrate and supervise AMA sanctioned events.
- 2.4. RC Safety Officer: A member of the aeromodeling group who acts at the direction of the Contest Director and is responsible for the safe operation of the RC air show.
- 2.5. Spotter: A member of the aeromodeling group who assists the model aircraft pilot during his flight by continually monitoring the environment, apprising the pilot of potentially hazardous conditions and assisting the pilot in maintain situational awareness and the orientation of his/her aircraft in relation to the surroundings.
- 2.6. RC Flight Box: The area in front of the safety line, designated for and within which all RC flight operations must occur.
- 2.7. RC Flight Line: The area from which RC flight operations, including take offs and landings are conducted.

- 2.8. Safety Line: A line established on the RC flight line forward of which all RC flight take place and behind which flight operations are prohibited.
- 2.9. Spectator Line: A line/barrier behind which all spectators must remain. The flight box must be at least 250 ft from the spectator line/barrier.

### **3. Requirements:**

- 3.1. Sanctioning body - Academy of Model Aeronautics (AMA), 5161 East Memorial Drive, Muncie, Indiana 47302, Phone: 1-800-435-9262, Website: [www.modelaircraft.org](http://www.modelaircraft.org). AMA is the community-based organization that oversees the aeromodeling activity within the United States and is the sanctioning body for the radio control model aircraft community.
- 3.2. All operators of RC aircraft at airshows shall operate within the relevant portions of the current AMA Safety Code, AMA Safety Regulations for Model Aircraft Powered by Gas Turbines, and/or the AMA Large Model Aircraft (LMA) Program requirements.
- 3.3. With the exception of sanctioned Air Show Teams, all performances will be conducted under the oversight of an AMA Contest Director.
- 3.4. The CD shall sanction such events and report back to the AMA as required.

### **4. Currency/Experience:**

- 4.1. The CD shall assure that all RC model pilots are competent in the operation of the specific aircraft type(s) being flown.
- 4.2. All pilots should have demonstrated experience in performing at large events such as major contests, multiple participant events or other events where significant numbers of spectators are present.
- 4.3. All pilots operating turbine powered aircraft must hold a valid and current AMA Turbine Waiver.
- 4.4. All pilots operating Large Model Aircraft must hold a valid LMA certificate for the aircraft being flown.

### **5. Documentation:**

- 5.1. All pilots shall have in their possession, and provide upon request, all required documentation, i.e. valid and current AMA membership card, Turbine Waiver, LMA certification.

### **6. RC Flight line Operations:**

- 6.1. RC pilots shall not use alcohol or prescription drugs that have "Do Not Operate Machinery" warnings for at least 8 hours before the air show.
- 6.2. The CD or the RC Safety Officer must immediately ground any pilot who is deemed to be operating in an unsafe manner.



- 6.3. Pilots should develop and practice a flight routine for their performance. An ordered list of the specific flight maneuvers being flown should be provided to the announcer. The old adage "If you haven't done it before don't do it here." must apply.
- 6.4. Regardless of aircraft type, all flights shall be conducted in a manner that assures the energy of the aircraft is never directed at the spectators or towards other unprotected individuals.
- 6.5. Communications with the Event Air Boss: Two-way communications shall be maintained between the event air boss and the RC air boss throughout the RC demonstration.
- 6.6. No vehicle or personnel traffic of any kind is allowed under the RC flight box during a performance. If the host requires such traffic during the show, specific safety procedures must be established between the Contest Director/RC Safety Officer and the air show host and/or Air Boss to assure the continued safe conduct of the RC exhibition. Any such arrangement should be well conceived, preferably in writing. The CD/RC Safety Officer should never agree to any plan that he/she deems unsafe. If an unforeseen encroachment into the flight box occurs during the performance, the CD/RC Safety Officer must immediately stop the performance until the matter can be resolved.
- 6.7. Spotter: Each pilot *must* have a qualified spotter assisting him/her at all times, including during engine start-up. The spotter must continually monitor the operating environment and advise the pilot of potential hazards such as the aircraft's location relative to newly emerging and/or potentially hazardous conditions. In addition, the spotter must be capable of assuming control of the aircraft in an emergency.
- 6.8. RC aircraft shall always give the right of way to full-scale aircraft. RC pilots must be prepared to land immediately if requested by anyone associated with the show. Typically such a request will come from the event Air Boss; however, the benefit of the doubt should be given to anyone making such a request.
- 6.9. All propeller driven aircraft shall be started with the tail of the aircraft pointed toward the crowd.
- 6.10. Turbine powered aircraft shall be started in areas with a sufficient safety buffer and positioned such that the exhaust is not pointing toward the crowd.
- 6.11. Testing of smoke systems must be done in a manner that minimizes the amount of smoke directed at the crowd.
- 6.12. All take-offs, landings and flight maneuvers such as "high performance turns" that direct the energy of the aircraft toward the crowd are prohibited.
- 6.13. At no time shall any RC aircraft be operated behind the safety line or over spectators, vehicles or buildings.
- 6.14. Actions such as touching the tail of a moving aircraft on the ground or touching any part of an aircraft while in flight are prohibited.
- 6.15. Dropping or releasing any object while in flight such as drop tanks, simulated bombs, candy or parachutes is prohibited, unless specifically coordinated with and allowed by the show organizer(s).
- 6.16. Any malfunctioning RC aircraft shall be directed away from the spectators and landed immediately in a clear area. Pilots should be prepared and reminded at each pre-show briefing of the safe area in which to land the aircraft.
- 6.17. Only personnel directly involved in the model air show shall be permitted on the RC flight line.

- 6.18. Only essential support equipment is allowed on the RC flight line and must be immediately removed after the performance. Any tools used on the flight line should be replaced in a tool box after use. Several trash bags should be available to collect any debris after the performance.
- 6.19. Smoking is prohibited on the RC flight line.

#### **Professional Pyrotechnics Displays:**

- 6.20. If a professional pyrotechnics display is planned for the full-scale portion of the air show, the CD/RC safety officer shall coordinate with the pyrotechnicians(s) relative to any concerns on use of radio frequencies.
- 6.21. If the display is located within the RC aerobatic box, the CD/RC safety officer and the operators of all RC aircraft shall be advised to avoid the "hot" area and to not fly near or over any personnel working in the area.
- 6.22. In the event that an RC aircraft lands in the hot area, the pilot must be accompanied by a member of the pyrotechnics team when entering the area to retrieve the aircraft.

#### **7. Insurance:**

- 7.1. The CD shall provide a Certificate of Insurance for each air show event, if required. The certificate should include the following:
  - 7.1.1. Name of the show sponsor(s), site owner(s) (if different), and any other entities as required by the show as an Additional Insured(s).
- 7.2. All RC pilots must be members of the Academy of Model Aeronautics. The pilot's AMA membership card shall constitute proof of personal liability coverage for all aeromodeling operations.

#### **8. Equipment:**

- 8.1. All radio equipment shall be FCC approved narrow band 72 MHz, Ham narrow band or 2.4 GHz spectrum band systems. Radios using other frequencies are not permitted.
- 8.2. All radios should have the fail safe function enabled and set to the following conditions:
  - 8.2.1. Throttle closed or idle cut off
  - 8.2.2. Flaps down (if applicable)
  - 8.2.3. Speed brakes deployed (if applicable)
  - 8.2.4. The remaining controls should be in the last position held
- 8.3. All pilots shall inspect their aircraft to assure assembly and airworthiness at the event show and the pilot shall sign a flight safety declaration of aircraft inspection form.
- 8.4. Each model must be checked and test flown two (2) weeks before each show.
- 8.5. Under no circumstance may an untested aircraft be flown in an air show.
- 8.6. Range Check: All radio control equipment shall be successfully range checked each day in accordance with the manufacturer's instructions prior to flight.

- 8.7. The CD and/or the RC Safety Officer must not allow the flight of any aircraft that is deemed to be unsafe.
- 8.8. Frequency Scanner: A scanner capable of discerning the 72 MHz and Ham bands shall be in use and monitored for frequency conflicts during the model air show.
- 8.9. Fire Extinguisher: At least one fire extinguisher shall be available on the flight line and in the static display area at all times.
- 8.10. Trash receptacles shall be present in the static display area.

## **9. Location:**

- 9.1. In general, the show site should be at least 3 miles from any RC flying site. Active on-sight frequency monitoring should be done to insure that the site is free of interference. An active RC flying site may be within 3 miles of the RC air show if communication and frequency control has been established with the club in advance of the show. Strict attention must be given to frequency control.
- 9.2. Crowd Control: The sponsor or the RC group must arrange for crowd control so that the show will be in compliance with the AMA Safety Code. A spectator line or barrier of sufficient length must be provided to maintain separation between the spectators and the RC operation. The flight box must be at least 250 feet from the spectator line/barrier.
- 9.3. Runway and RC Flight Box: The runway must be of sufficient length and width to allow all aircraft to take off and landed safely. The RC flight box should be of sufficient size to allow for the safe operation of all aircraft and the maneuvers flown.
- 9.4. Parked aircraft, static displays, airport support equipment, etc. should be no closer than 300 feet from the flight box area (three sides - opposite, left, and right sides of the flight box).

## **10. Personnel:**

- 10.1. Contest Director
- 10.2. RC Safety Officer/Model Airshow Airboss
- 10.3. RC Pilots
- 10.4. Spotters
- 10.5. Ground Support Crew

## **11. Weather Requirements:**

- 11.1. Model aircraft can fly under most weather condition except high winds and steady rain. Decisions as to the acceptability of weather conditions are at the discretion of the CD/RC Safety Officer.

## **12. Emergencies/Contingencies:**

- 12.1. The show shall be halted if in the judgment of the CD or RC Safety Officer an unsafe condition, including weather, exists. The show can not continue until the problem has been resolved to the satisfaction of the CD or RC Safety Officer.

## **Briefings:**

- 12.2. The CD/RC Safety Officer must conduct a safety briefing each day prior to any flight activity.
- 12.3. All pilots in the model air show shall attend all safety briefings.
- 12.4. The CD and RC Safety Officer should review all safety considerations with all team members prior to each show. This briefing must include a discussion of the need to direct any malfunctioning aircraft away for the crowd and all full-scale aircraft.

## **13. Links to useful documents:**

- 13.1. AMA Safety Code
- 13.2. TEAM AMA Safety Program
- 13.3. AMA Safety Regulations For Model Aircraft Powered By Gas Turbines
- 13.4. AMA Experimental Radio Control Aircraft Program Requirements

# Academy of Model Aeronautics National Model Aircraft Safety Code

Effective January 1, 2014

- A. GENERAL:** A model aircraft is a non-human-carrying aircraft capable of sustained flight in the atmosphere. It may not exceed limitations of this code and is intended exclusively for sport, recreation, education and/or competition. All model flights must be conducted in accordance with this safety code and any additional rules specific to the flying site.
1. Model aircraft will not be flown:
    - (a) In a careless or reckless manner.
    - (b) At a location where model aircraft activities are prohibited.
  2. Model aircraft pilots will:
    - (a) Yield the right of way to all human-carrying aircraft.
    - (b) See and avoid all aircraft and a spotter must be used when appropriate. (AMA Document #540-D.)
    - (c) Not fly higher than approximately 400 feet above ground level within three (3) miles of an airport without notifying the airport operator.
    - (d) Not interfere with operations and traffic patterns at any airport, heliport or seaplane base except where there is a mixed use agreement.
    - (e) Not exceed a takeoff weight, including fuel, of 55 pounds unless in compliance with the AMA Large Model Airplane program. (AMA Document 520-A.)
    - (f) Ensure the aircraft is identified with the name and address or AMA number of the owner on the inside or affixed to the outside of the model aircraft. (This does not apply to model aircraft flown indoors.)
    - (g) Not operate aircraft with metal-blade propellers or with gaseous boosts except for helicopters operated under the provisions of AMA Document #555.
    - (h) Not operate model aircraft while under the influence of alcohol or while using any drug that could adversely affect the pilot's ability to safely control the model.
    - (i) Not operate model aircraft carrying pyrotechnic devices that explode or burn, or any device which propels a projectile or drops any object that creates a hazard to persons or property.  
Exceptions:
      - Free Flight fuses or devices that burn producing smoke and are securely attached to the model aircraft during flight.
      - Rocket motors (using solid propellant) up to a G-series size may be used provided they remain attached to the model during flight. Model rockets may be flown in accordance with the National Model Rocketry Safety Code but may not be launched from model aircraft.
      - Officially designated AMA Air Show Teams (AST) are authorized to use devices and practices as defined within the Team AMA Program Document. (AMA Document #718.)
    - (j) Not operate a turbine-powered aircraft, unless in compliance with the AMA turbine regulations. (AMA Document #510-A.)
  3. Model aircraft will not be flown in AMA sanctioned events, air shows or model demonstrations unless:
    - (a) The aircraft, control system and pilot skills have successfully demonstrated all maneuvers intended or anticipated prior to the specific event.
    - (b) An inexperienced pilot is assisted by an experienced pilot.
  4. When and where required by rule, helmets must be properly worn and fastened. They must be OSHA, DOT, ANSI, SNELL or NOCSAE approved or comply with comparable standards.
- B. RADIO CONTROL (RC)**
1. All pilots shall avoid flying directly over unprotected people, vessels, vehicles or structures and shall avoid endangerment of life and property of others.
  2. A successful radio equipment ground-range check in accordance with manufacturer's recommendations will be completed before the first flight of a new or repaired model aircraft.
  3. At all flying sites a safety line(s) must be established in front of which all flying takes place. (AMA Document #706.)
    - (a) Only personnel associated with flying the model aircraft are allowed at or in front of the safety line.
    - (b) At air shows or demonstrations, a straight safety line must be established.
    - (c) An area away from the safety line must be maintained for spectators.
    - (d) Intentional flying behind the safety line is prohibited.
  4. RC model aircraft must use the radio-control frequencies currently allowed by the Federal Communications Commission (FCC). Only individuals properly licensed by the FCC are authorized to operate equipment on Amateur Band frequencies.
  5. RC model aircraft will not knowingly operate within three (3) miles of any pre-existing flying site without a frequency-management agreement. (AMA Documents #922 and #923.)
  6. With the exception of events flown under official AMA Competition Regulations, excluding takeoff and landing, no powered model may be flown outdoors closer than 25 feet to any individual, except for the pilot and the pilot's helper(s) located at the flightline.
  7. Under no circumstances may a pilot or other person touch an outdoor model aircraft in flight while it is still under power, except to divert it from striking an individual.
  8. RC night flying requires a lighting system providing the pilot with a clear view of the model's attitude and orientation at all times. Hand-held illumination systems are inadequate for night flying operations.
  9. The pilot of an RC model aircraft shall:
    - (a) Maintain control during the entire flight, maintaining visual contact without enhancement other than by corrective lenses prescribed for the pilot.
    - (b) Fly using the assistance of a camera or First-Person View (FPV) only in accordance with the procedures outlined in AMA Document #550.
    - (c) Fly using the assistance of autopilot or stabilization system only in accordance with the procedures outlined in AMA Document #560.
- C. FREE FLIGHT**
1. Must be at least 100 feet downwind of spectators and automobile parking when the model aircraft is launched.
  2. Launch area must be clear of all individuals except mechanics, officials, and other fliers.
  3. An effective device will be used to extinguish any fuse on the model aircraft after the fuse has completed its function.
- CONTROL LINE**
1. The complete control system (including the safety thong where applicable) must have an inspection and pull test prior to flying.
  2. The pull test will be in accordance with the current Competition Regulations for the applicable model aircraft category.
  3. Model aircraft not fitting a specific category shall use those pull-test requirements as indicated for Control Line Precision Aerobatics.
  4. The flying area must be clear of all utility wires or poles and a model aircraft will not be flown closer than 50 feet to any above-ground electric utility lines.
  5. The flying area must be clear of all nonessential participants and spectators before the engine is started.

## Recommended RC Flying Site Specifications

### A. Introduction:

The AMA has determined that most modelers and model clubs are careful in their selection of flying sites, site layout, and operational practices.

The suggested specifications detailed below have been developed to promote improved field management and provide added margins of safety for the ever-increasing numbers of fliers and spectators. Most clubs should be able, with reasonable effort, to comply with this suggested layout for general field arrangement and conditions for sport flying.

The suggested specifications are not mandatory requirements, and compliance with these suggestions does not, of course, guarantee that no accident will occur. The AMA recommends that individual clubs design their flying sites based not only on geographic area available but also on sound sensitivity, obstructions, proximity of neighbors, etc., while incorporating the recommendations presented below. The types of aircraft the site is anticipated to accommodate, such as Giant Scale or small electrics, may effect an increase or decrease of the overfly area. (See FIGURE 2.) When designing or redesigning any flying site the AMA should be contacted with any questions, comments, or concerns regarding specifications, layout, and safety.

The official AMA Safety Code remains the governing factor. All members and clubs should conduct their field operations in accordance with the Code.

### Taxi Area:

No landings or takeoffs from this area.

- Provides additional open space between pilots and aircraft during the time when most out-of-control accidents happen.
- Allows taxi room in front of other pilots with less chance of other frequencies interfering with taxiing aircraft.

### Barrier:

Designed to stop taxiing models from veering into pilots' and/or spectators' positions. (Includes plastic or chainlink fencing, hay bales, shrubbery, etc.)

### Pilot Line:

Set back from runway edge to keep pilots away from aircraft.

### B. Personnel Side of Flight Area:

Locations	Distance Factor (measured perpendicular from edge at runway safety line)
Runway edge is the basic	Safety line or 0
Pilot line a minimum of	25 feet from safety line
Pit line a minimum of	45 feet from safety line
Spectator line a minimum of	65 feet from safety line
Parking lot a minimum of	80 feet from safety line

**Safety Zone:** An additional 250-foot safety zone, added to the OVERFLY AREA, is desirable if any major roads, buildings, or outdoor personnel activities are in the general area or if high-speed or high-performance aircraft are flown.

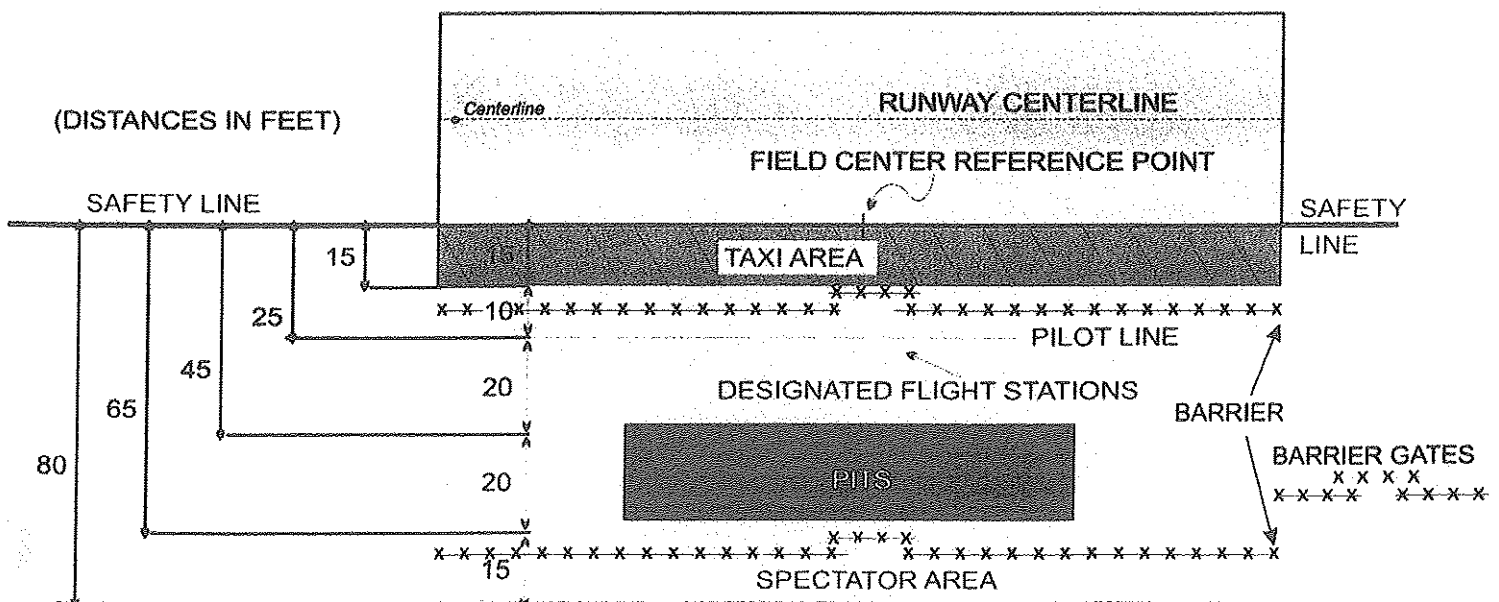
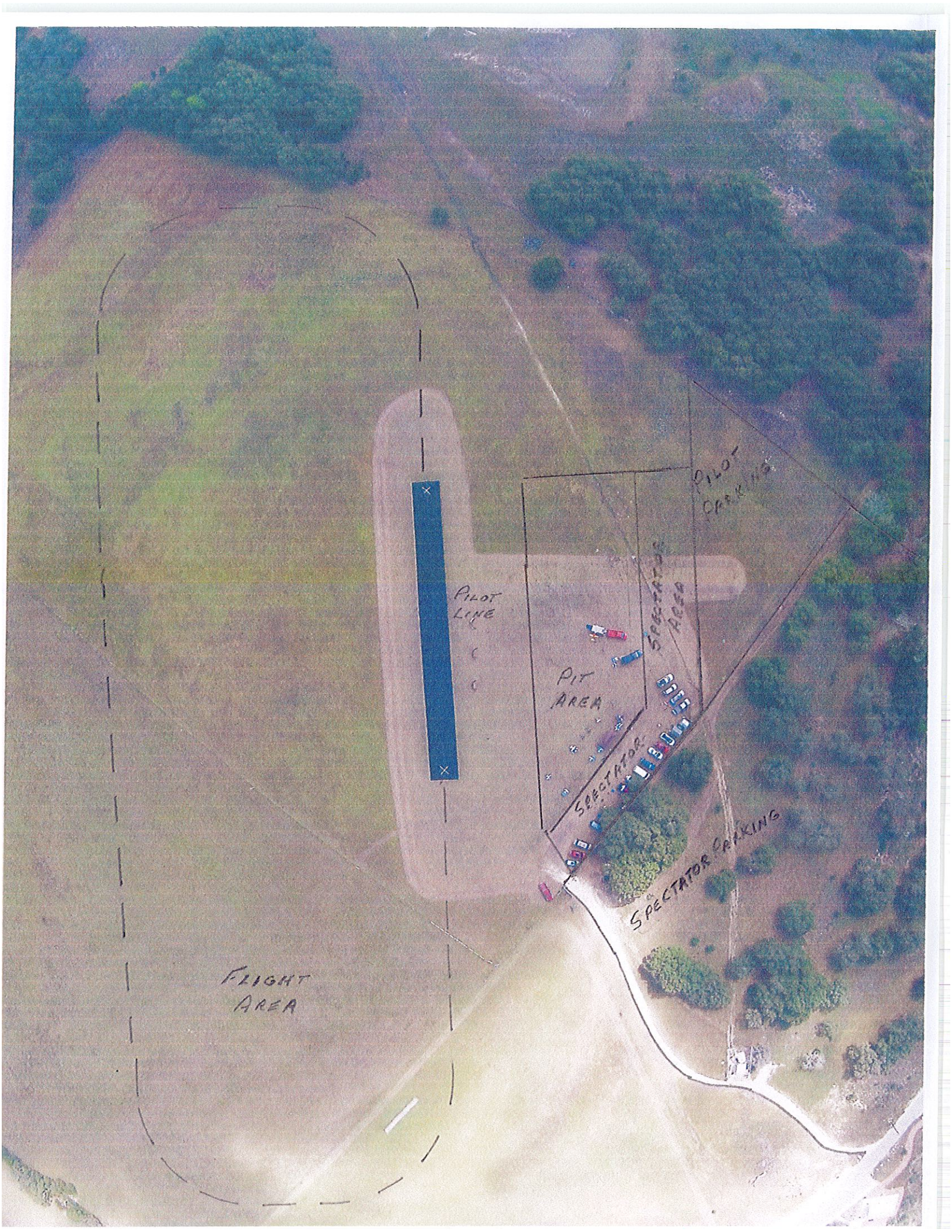


FIGURE 1

PARKING





PILOT  
LINE

PIT  
AREA

SPECTATOR  
AREA

PILOT  
PARKING

FLIGHT  
AREA

SPECTATOR  
PARKING



## AGENDA ITEM REQUEST

### KENDALL COUNTY COMMISSIONERS COURT

#### COURT DATE:

- ☒ Regular Agenda: 07-14-2014  
☐ Supplemental Agenda: \_\_\_\_\_  
☐ Special Agenda: \_\_\_\_\_  
☐ Executive Session: \_\_\_\_\_

SUBJECT: Emergency Response Time

REQUESTED BY: Robert Kinsey, Facilities Maintenance Manager

PHONE #/EXT: 380 TIME NEEDED FOR PRESENTATION: 2 minutes

WORDING OF AGENDA ITEM (Please write it the way you think it should appear) :

Consideration and action to pay Facilities Maintenance employees for emergency call out time.

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## AGENDA ITEM REQUEST

### KENDALL COUNTY COMMISSIONERS COURT

#### COURT DATE:

- ☒ Regular Agenda: 07-14-2014  
☐ Supplemental Agenda: \_\_\_\_\_  
☐ Special Agenda: \_\_\_\_\_  
☐ Executive Session: \_\_\_\_\_

SUBJECT: Burn Ban

REQUESTED BY: Darrel L. Lux, County Judge / Jeffery Fincke, Fire Marshal  
(Please print your name and title)

PHONE #/EXT: 213 TIME NEEDED FOR PRESENTATION: 5 minutes

WORDING OF AGENDA ITEM (Please write it the way you think it should appear) :

Consideration and action on the burn ban (Authority Section 352.081, Texas Local Government Code).

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## AGENDA ITEM REQUEST

### KENDALL COUNTY COMMISSIONERS COURT

#### COURT DATE:

- ☒ Regular Agenda: 07-14-2014  
☐ Supplemental Agenda: \_\_\_\_\_  
☐ Special Agenda: \_\_\_\_\_  
☐ Executive Session: \_\_\_\_\_

SUBJECT: Declare Items as Surplus Property

REQUESTED BY: Corinna Speer, County Auditor  
(Please print your name and title)

PHONE #/EXT: 240 TIME NEEDED FOR PRESENTATION: 5 minutes

WORDING OF AGENDA ITEM (Please write it the way you think it should appear):

Consideration and action to declare the following items as surplus property: Laptop Scapist,  
Laptop Editing Station, and Stenograph Machine.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### 216th District Court Reporter Equipment

Purchased	Description	Make	Model	Serial	Orig Cost
08-06-2012	Laptop Scopist	Fujitsu	E751	R2800241	\$1,930.00
08-06-2012	Laptop Editing Station	Fujitsu	E751	R2701429	\$1,685.00
06-12-2012	Stenograph Machine	Diamante			\$4,960.50

## AGENDA ITEM REQUEST

### KENDALL COUNTY COMMISSIONERS COURT

#### COURT DATE:

- ☒ Regular Agenda: 07-14-2014  
☐ Supplemental Agenda: \_\_\_\_\_  
☐ Special Agenda: \_\_\_\_\_  
☐ Executive Session: \_\_\_\_\_

SUBJECT: Sale of Surplus Property

REQUESTED BY: Corinna Speer, County Auditor  
(Please print your name and title)

PHONE #/EXT: 240 TIME NEEDED FOR PRESENTATION: 5 minutes

WORDING OF AGENDA ITEM (Please write it the way you think it should appear):

Consideration and action to approve and schedule publishing of notice of sale of surplus property  
and to accept sealed bids for the purchase of such property.

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Received: \_\_\_\_\_

Commissioners' Agenda

Date: \_\_\_\_\_

Time: \_\_\_\_\_

## AGENDA ITEM REQUEST

### KENDALL COUNTY COMMISSIONERS COURT

#### COURT DATE:

- ☒ Regular Agenda : July 14, 2014  
☐ Supplemental Agenda: \_\_\_\_\_  
☐ Special Agenda: \_\_\_\_\_  
☐ Executive Session: \_\_\_\_\_

SUBJECT: Request for Relief – Holiday Road

REQUESTED BY: Richard Tobolka – Development Manager  
(Please print your name and title)

PHONE NUMBER/EXTENSION: \_\_\_\_\_ ext. 250

TIME NEEDED FOR PRESENTATION: 5 minutes


WORDING OF AGENDA ITEM (Please write it the way you think it should appear) :

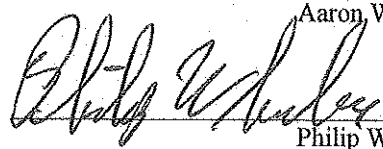
Consideration and action in a request for relief from the platting requirements and road frontage  
in accordance to section 101 and 102 of the Kendall County Development Rules and  
Regulations. The proposed division would create a ±7.99 acre tract out of a ±230.67 acre tract  
over a prescriptive private easement. (Aaron and Philip Wheeler)

## REQUEST FOR RELIEF (Variance)

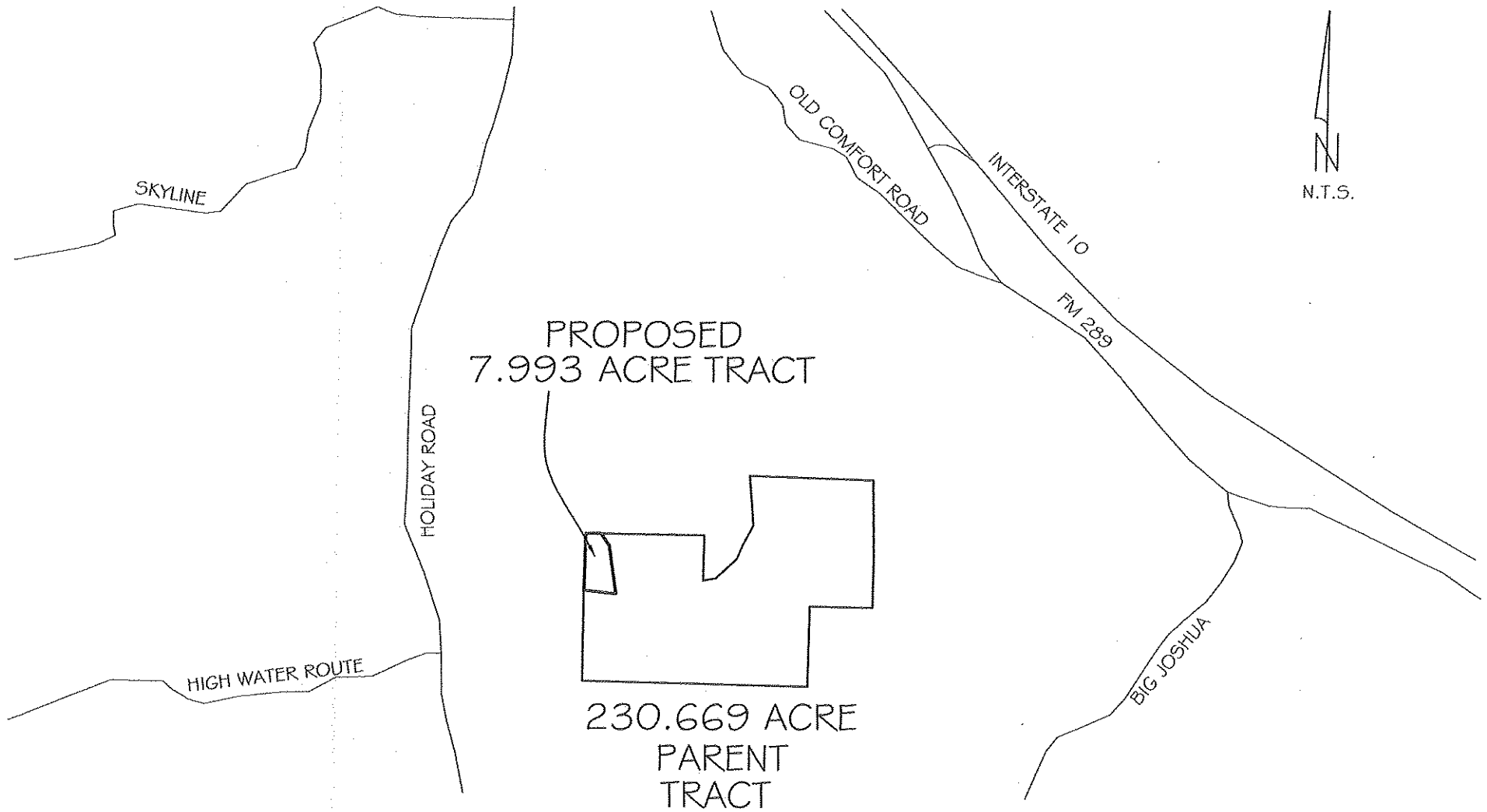
From the Kendall County (KC) Development Rules and Regulations  
(Section 106)

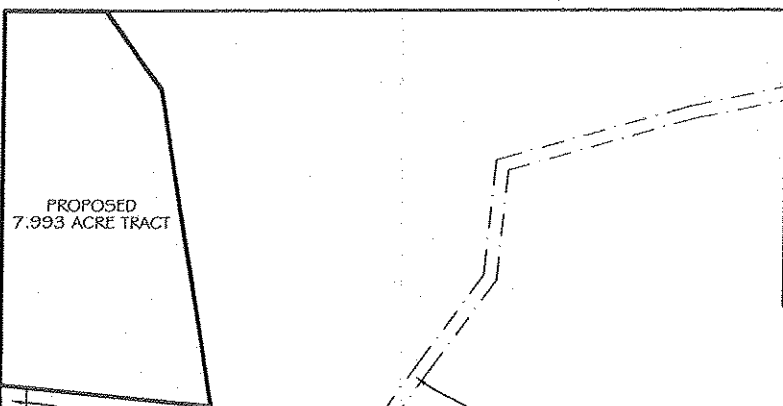
1. Date: July 3, 2014
2. Location of Property: 245 Holiday Road
3. Name of Development (If Applicable)
4. Property Owner/Developer Name: Wheeler Hill Ranch FLP
5. Relief Requested (Reference the specific Section/Paragraph of the current KC Development Rules and Regulations:  
  
Relief from minimum road frontage -- Section No. 300.1100
6. Reason(s) for Requesting Relief: (Please refer to Section 106, Relief by County Commissioners Court in answering these questions)
  - a. What special circumstances or conditions affecting the land involved such that the strict interpretation of the provisions of these regulations would deprive you of the reasonable use of this land.  
  
Subject tract has no road frontage and is accessed through a prescriptive, private easement
  - b. Why is relief necessary for the preservation and enjoyment of a substantial property right of yours?  
  
Access to the subject tract does not meet the Kendall County requirements
  - c. Will the granting of relief not be detrimental to the public's health, safety, and welfare? Please explain.  
  
Not to my knowledge
  - d. Will the granting of relief not have the effect of preventing the orderly subdivision of other land in the area? Please explain.  
  
Not to my knowledge

  
\_\_\_\_\_  
Aaron Wheeler

  
\_\_\_\_\_  
Philip Wheeler

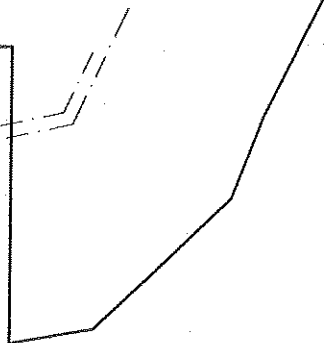
# LOCATION MAP



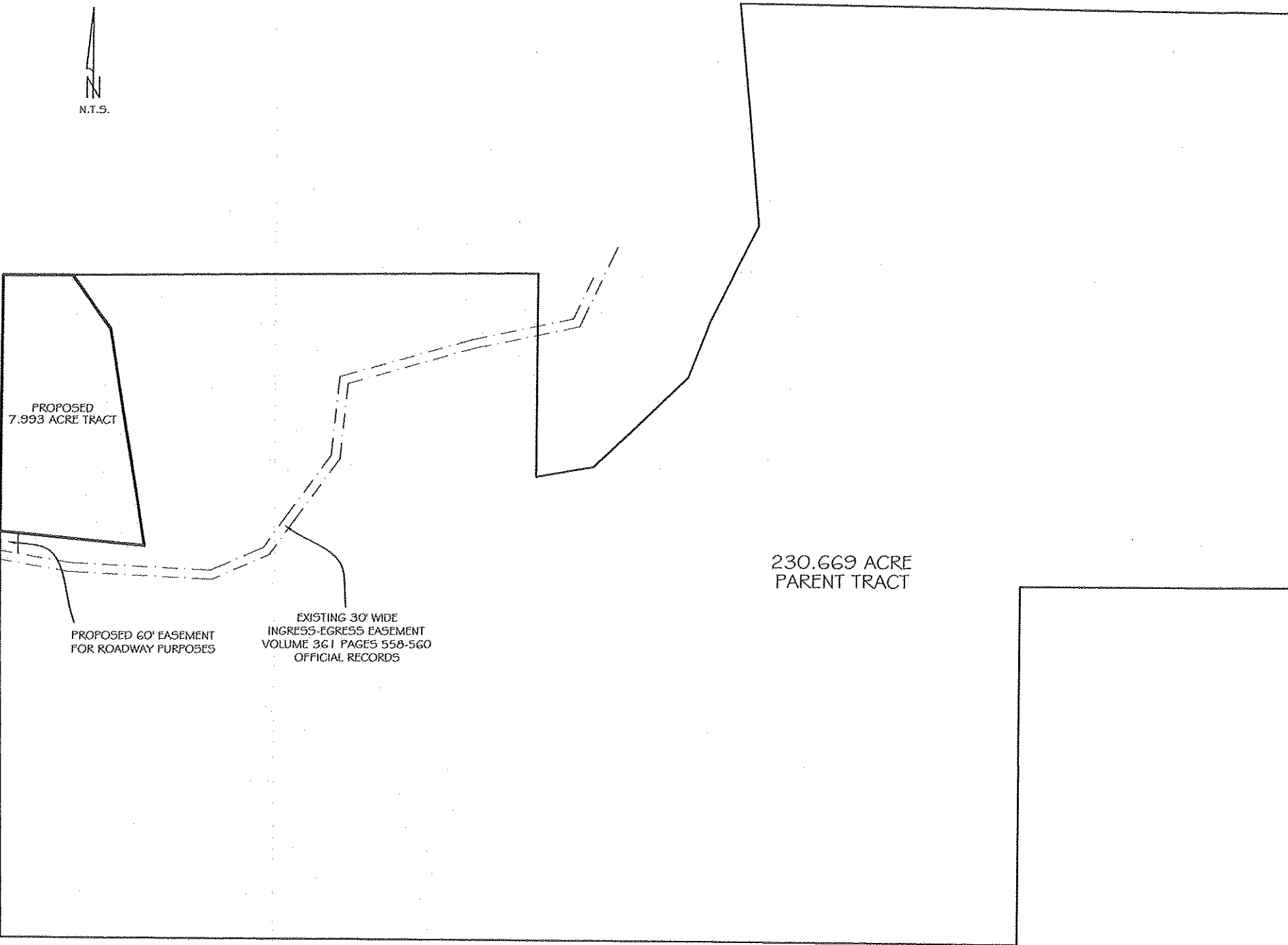


PROPOSED 60' EASEMENT  
FOR ROADWAY PURPOSES

EXISTING 30' WIDE  
INGRESS-EGRESS EASEMENT  
VOLUME 361 PAGES 558-560  
OFFICIAL RECORDS



230.669 ACRE  
PARENT TRACT





Received: \_\_\_\_\_

Commissioners' Agenda

Date: \_\_\_\_\_

Time: \_\_\_\_\_

## AGENDA ITEM REQUEST

### KENDALL COUNTY COMMISSIONERS COURT

#### COURT DATE:

- ☒ Regular Agenda : July 14, 2014  
☐ Supplemental Agenda: \_\_\_\_\_  
☐ Special Agenda: \_\_\_\_\_  
☐ Executive Session: \_\_\_\_\_

SUBJECT: Preliminary Plat Cordillera Ranch Unit 207B

REQUESTED BY: Richard Tobolka – Development Manager

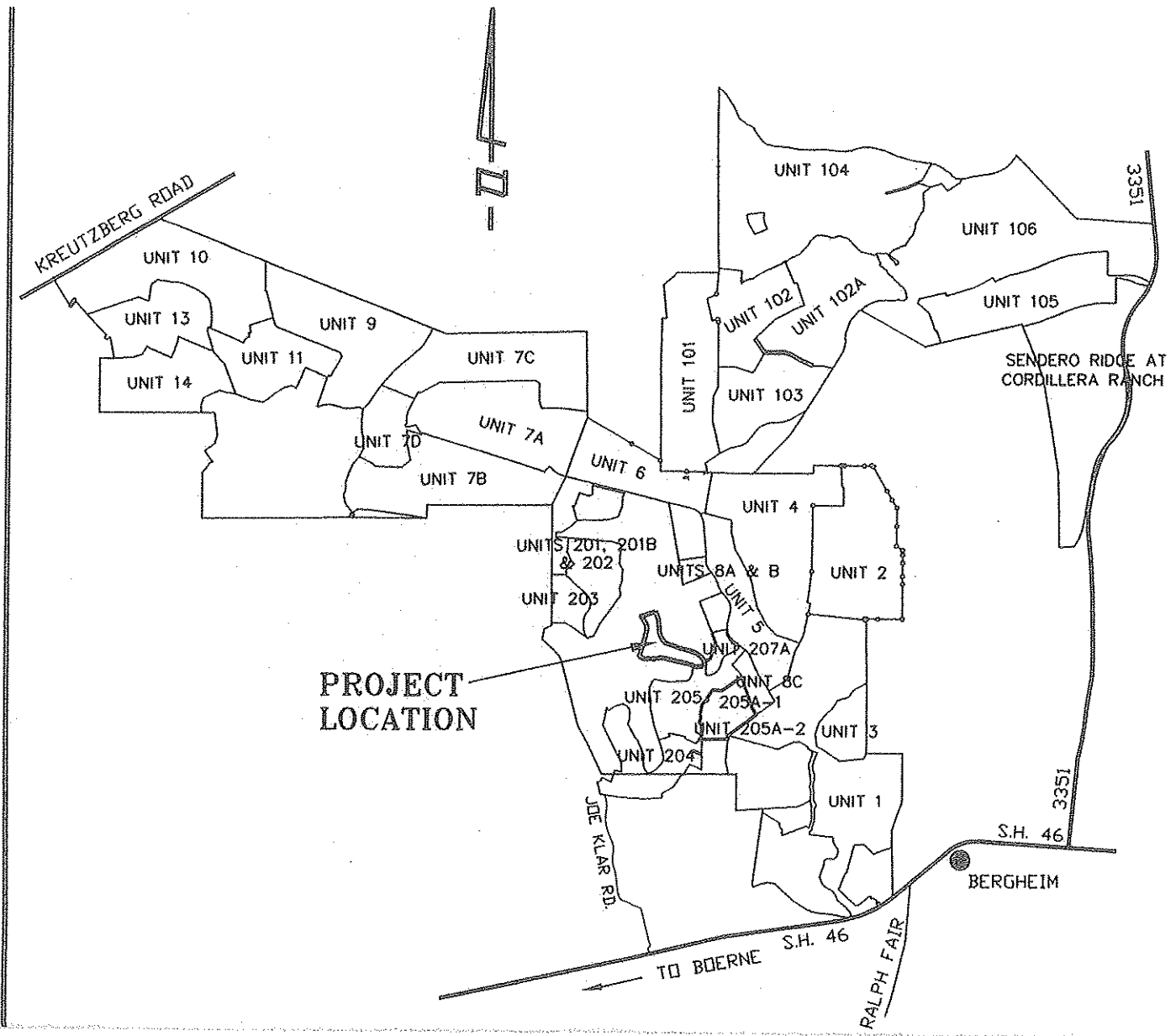
(Please print your name and title)

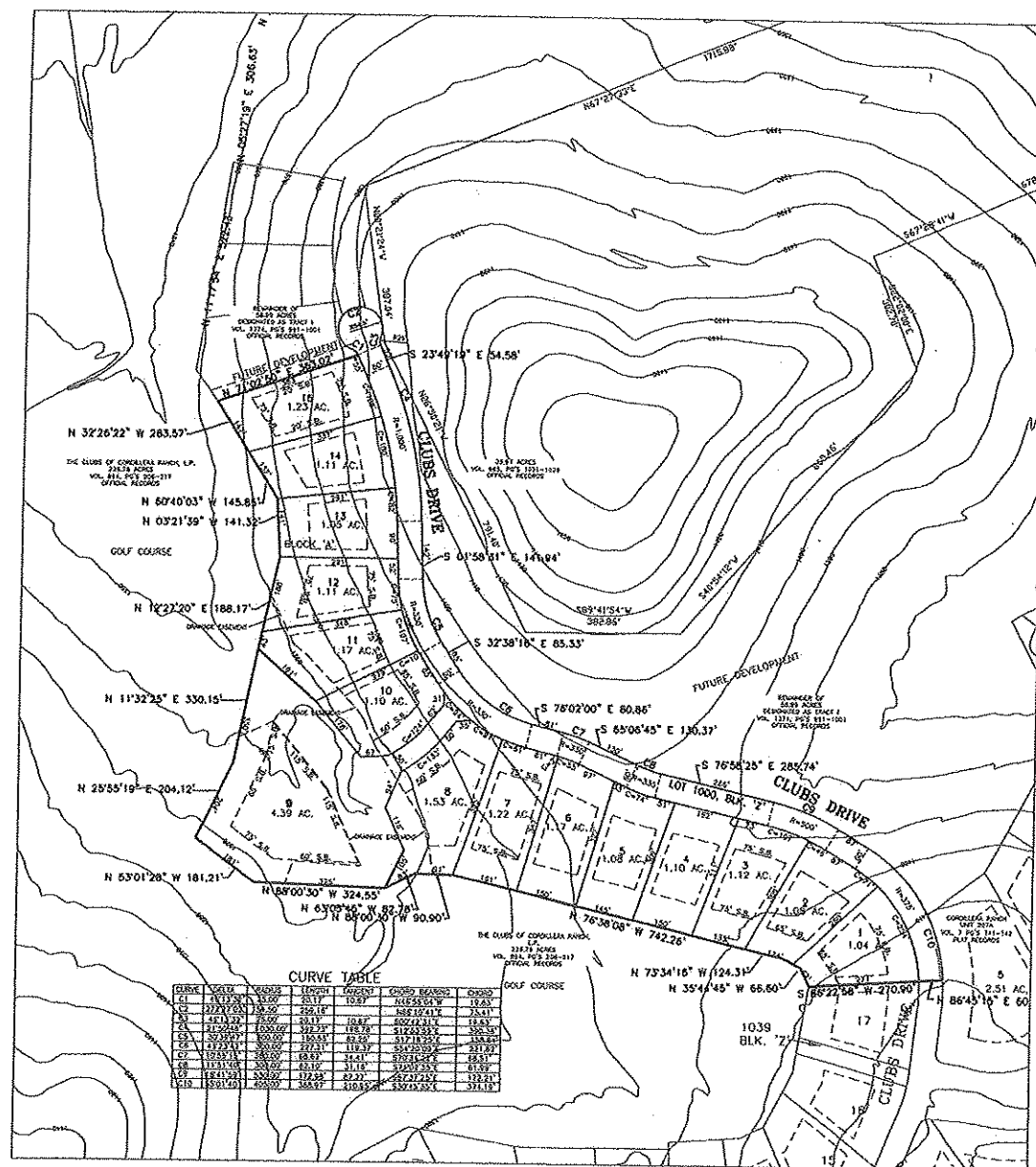
PHONE NUMBER/EXTENSION: \_\_\_\_\_ ext. 250

TIME NEEDED FOR PRESENTATION: 5 minutes

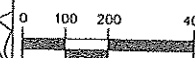
WORDING OF AGENDA ITEM (Please write it the way you think it should appear) :

Consideration and action on a Preliminary Plat for Cordillera Ranch Unit 207B in accordance  
to section 200 of the 1990 Kendall County Regulations, Rules and Specification for Roads and  
Subdivision. The proposed subdivision consists of 23.94 acres, fifteen (15) single family lots and  
2426 linear feet of roadway for a density of 1.56 acres per lot. The Subdivision will be served by  
central water and sewer. (CR Devco 2013, LLC, David Hill-President)





SCALE: 1"=200'



Received: \_\_\_\_\_

Commissioners' Agenda

Date: \_\_\_\_\_

Time: \_\_\_\_\_

## AGENDA ITEM REQUEST

### KENDALL COUNTY COMMISSIONERS COURT

#### COURT DATE:

- ☒ Regular Agenda : July 14, 2014  
☐ Supplemental Agenda: \_\_\_\_\_  
☐ Special Agenda: \_\_\_\_\_  
☐ Executive Session: \_\_\_\_\_

SUBJECT: Amending Plat Portion of Comfort Town Lot 105

REQUESTED BY: Richard Tobolka – Development Manager  
(Please print your name and title)

PHONE NUMBER/EXTENSION: \_\_\_\_\_ ext. 250

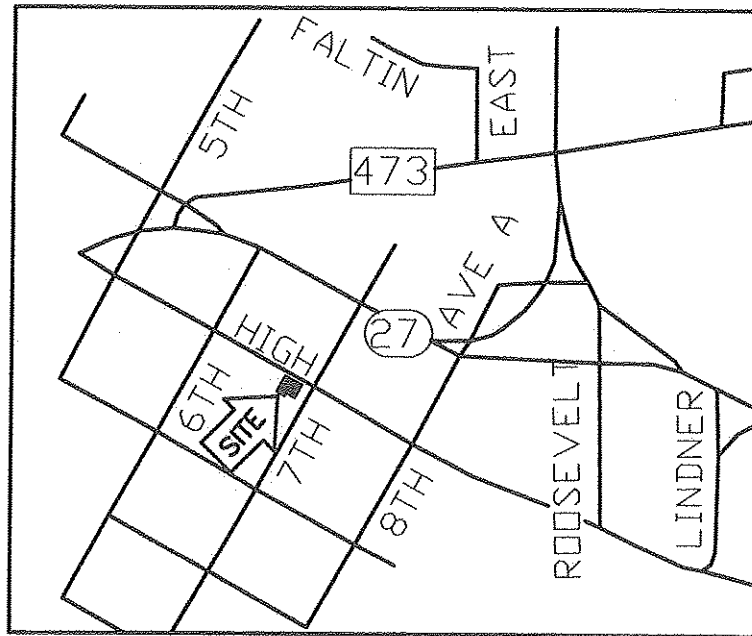
TIME NEEDED FOR PRESENTATION: 5 minutes

WORDING OF AGENDA ITEM (Please write it the way you think it should appear) :

Consideration and action on an Amending Plat on portions of Comfort Town Lot 105 Kendall

County Texas into lots 105A and 105B in accordance to section 209 of the Kendall County

Rules and Regulations (Robert B. & Diane H. Potter)

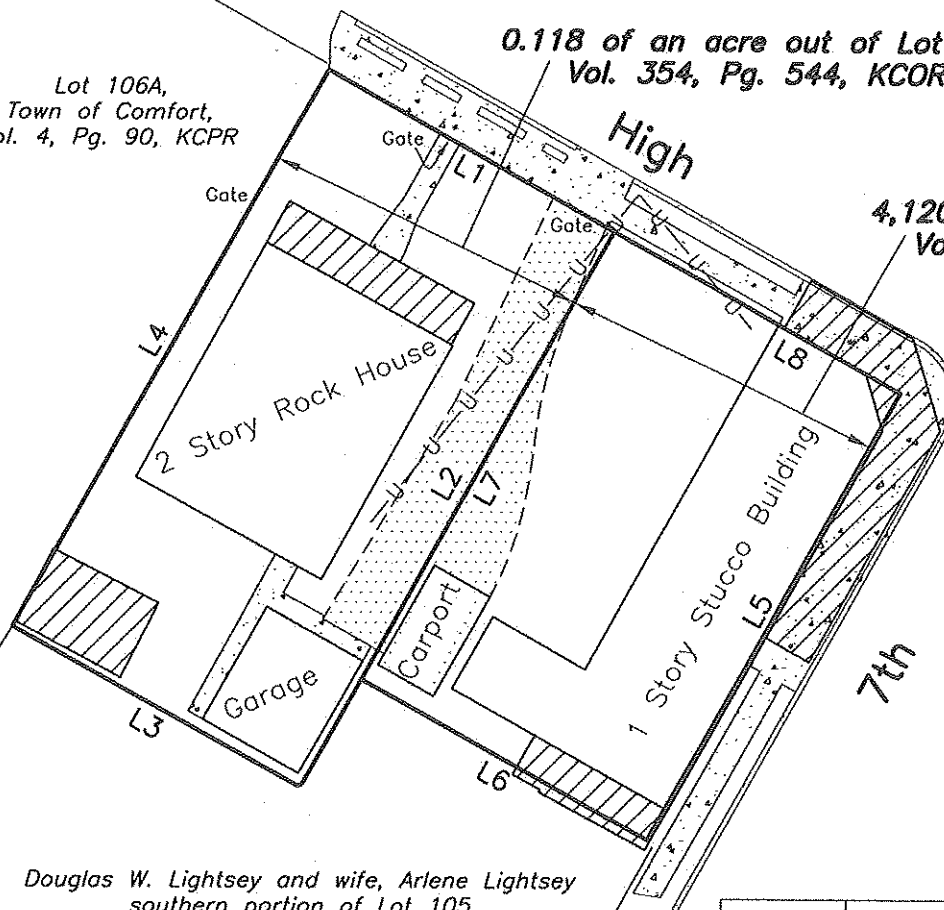


**SITE MAP**  
Scale: 1" = 1000'

Lot 106A,  
Town of Comfort,  
Vol. 4, Pg. 90, KCPR

0.118 of an acre out of Lot 105  
Vol. 354, Pg. 544, KCOR

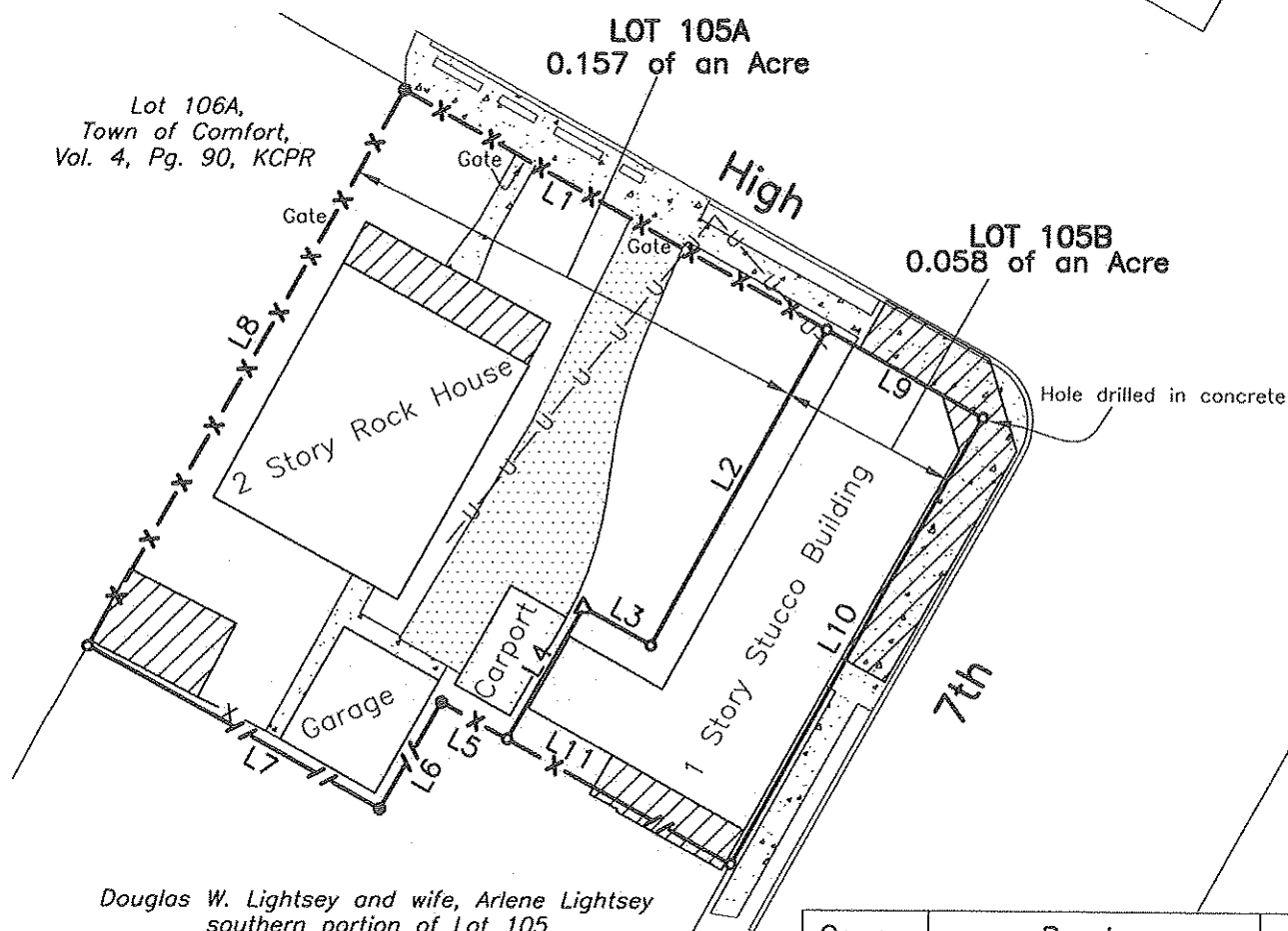
4,120 sq. feet out of Lot 105  
Vol. 394, Pg. 420, KCOR



Douglas W. Lightsey and wife, Arlene Lightsey  
southern portion of Lot 105  
Comfort Town Lot  
Vol. 369, Pg. 541, KCOR

EXISTING

Course	Bearing	Distance
L1	S 61°00'00" E	51.57'
L2	S 29°00'00" W	99.36'
L3	N 61°00'00" W	51.57'
L4	N 29°00'00" E	99.36'
L5	S 29°00'00" W	80.00'
L6	N 61°00'00" W	51.50'
L7	N 29°00'00" E	80.00'
L8	S 61°00'00" E	51.50'



Douglas W. Lightsey and wife, Arlene Lightsey  
 southern portion of Lot 105  
 Comfort Town Lot  
 Vol. 369, Pg. 541, KCOR

AMENDED

Course	Bearing	Distance
L1	S 60°56'12" E	76.20'
L2	S 28°44'00" W	56.28'
L3	N 61°05'45" W	12.10'
L4	S 29°26'37" W	23.74'
L5	N 61°05'44" W	11.85'
L6	S 29°46'12" W	19.26'
L7	N 60°55'07" W	52.21'
L8	N 29°04'53" E	99.33'
L9	S 60°56'12" E	28.05'
L10	S 28°54'25" W	79.94'
L11	N 61°05'32" W	40.20'

Received: \_\_\_\_\_

Commissioners' Agenda

Date: \_\_\_\_\_

Time: \_\_\_\_\_

## AGENDA ITEM REQUEST

### KENDALL COUNTY COMMISSIONERS COURT

#### COURT DATE:

- ☒ Regular Agenda : July 14, 2014  
☐ Supplemental Agenda: \_\_\_\_\_  
☐ Special Agenda: \_\_\_\_\_  
☐ Executive Session: \_\_\_\_\_

SUBJECT: Request for Relief Manning Road, Waring, Texas

REQUESTED BY: Richard Tobolka – Development Manager  
(Please print your name and title)

PHONE NUMBER/EXTENSION: \_\_\_\_\_ ext. 250

TIME NEEDED FOR PRESENTATION: 5 minutes

WORDING OF AGENDA ITEM (Please write it the way you think it should appear) :

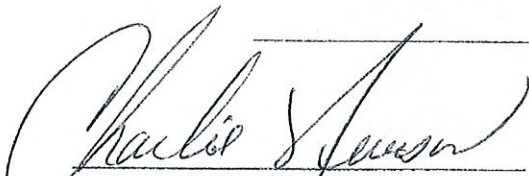
Consideration and action on a request for relief from the platting requirements and road frontage  
in accordance to section 101 and 102 of the Kendall County Development Rules and Regulations  
The Proposed family division would create a 3 acre tract out of a 56.9 acre parent tract with  
access over a 60 foot easement for roadway purposes within the parent tract and a 30 foot wide  
road easement to Manning Road. (Charlie Nelson)



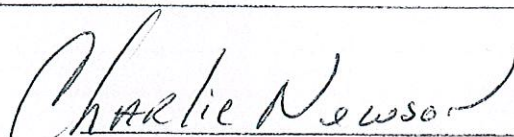
## REQUEST FOR RELIEF (Variance)

From the Kendall County (KC) Development Rules and Regulations  
(Section 106)

1. Date 7-2-14
2. Location of Property: Manning Rd • Waring, TX  
Property ID # 155481
3. Name of Subdivision (If Applicable): N/A
4. Property Owner/Developer Name: Charles H. Newson III
5. Relief Requested (Reference the specific Section/Paragraph of the current KC Development Rules and Regulations and state the relief requested:  
3 acre minimum tract out of the  
56.9 acre parent tract under the  
"Family Division" with a 60' easement  
for roadway inside 56.9 acre parent tract.
6. Reason(s) for Requesting Relief: (Please refer to Section 106, Relief by County Commissioners Court in answering these questions)
  - a. Are there special circumstances or conditions affecting the land involved such that the strict interpretation of the provisions of these regulations would deprive you of the reasonable use of this land: yes (if "yes" please state the special circumstances or conditions)  
30' easement from parent tract to  
county road.
  - b. Is relief necessary for the preservation and enjoyment of a substantial property right of yours? yes (if "yes", please state the substantial property right involved)  
"Family Division"

  
Property Owner Signature

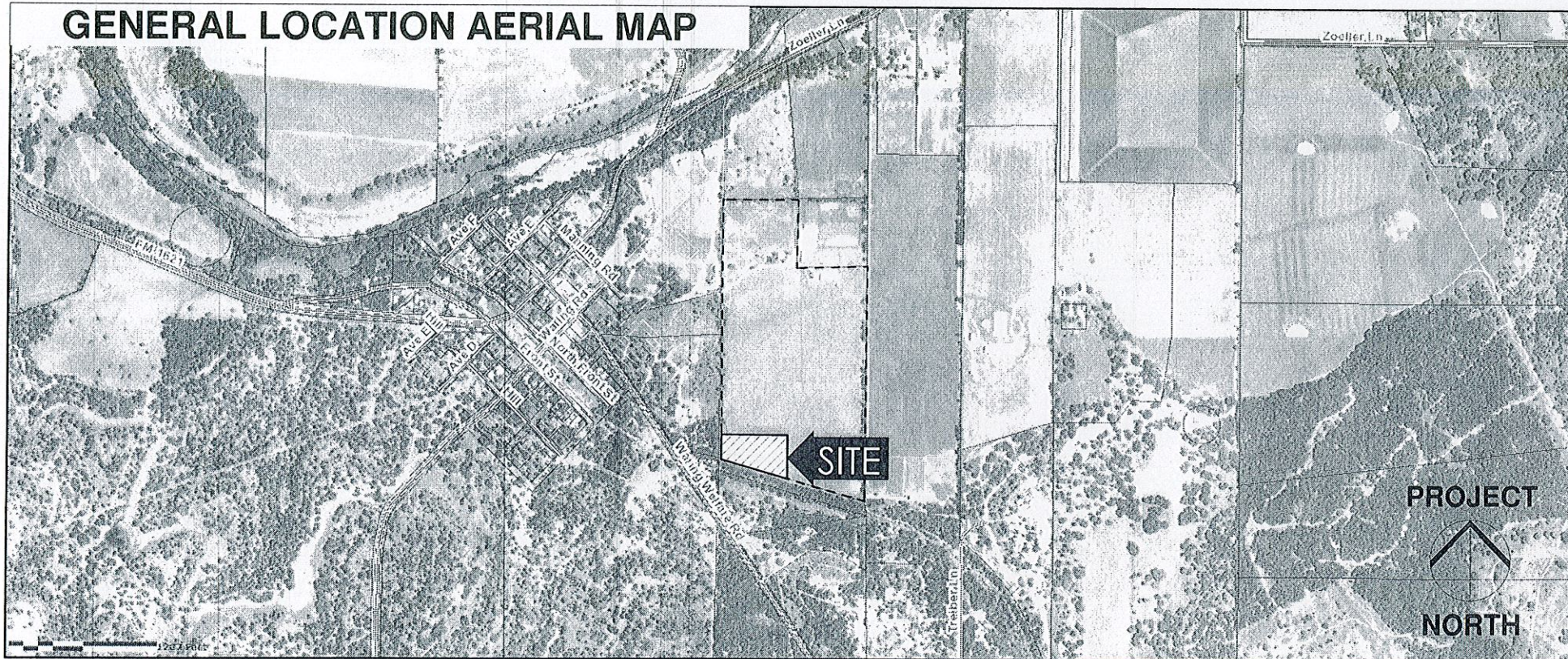
Phone Number 210-325-0980

  
Print Owner Name

Date 7/2/2014



# GENERAL LOCATION AERIAL MAP



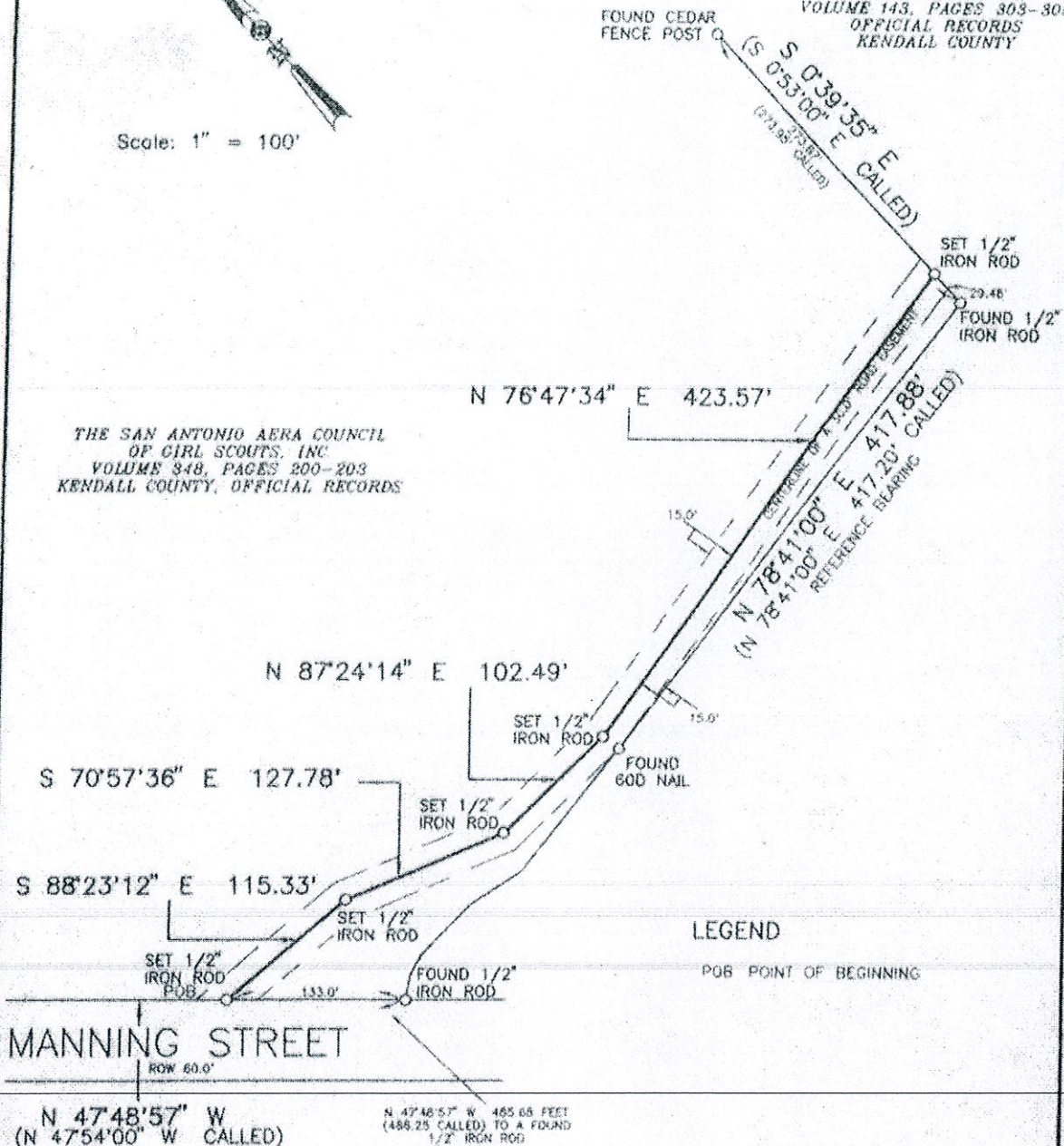




Scale: 1" = 100'

CHARLES NEWSON  
VOLUME 143, PAGES 303-305  
OFFICIAL RECORDS  
KENDALL COUNTY

THE SAN ANTONIO AREA COUNCIL  
OF GIRL SCOUTS, INC.  
VOLUME 348, PAGES 200-203  
KENDALL COUNTY, OFFICIAL RECORDS



REFERENCES:  
VOLUME 348 PAGES 200-203 O.R.

NOTE:  
BASIS OF BEARING WAS ESTABLISHED FROM THE PROPERTY LINE  
ALONG THE SOUTHEAST LINE ON THE BELOW REFERENCED DEED.

PLAT SHOWING: A 30.0 FEET WIDE ROAD EASEMENT  
OUT OF A 28.932 ACRE TRACT OF LAND RECORDED IN  
VOLUME 348, PAGES 200-203, OFFICIAL RECORDS,  
ALSO OUT OF THE ISHAM THOMPSON SURVEY NO. 14,  
ABSTRACT NO. 495, ALSO BEING A PART OF OUTLOT  
NO. 27 OF THE TOWN OF WARING, KENDALL COUNTY,  
TEXAS.

M.D.S. LAND SURVEYING CO.  
121 S. PECAN ST.  
BOERNE, TEXAS 78006  
PHONE: (210) 249-9188



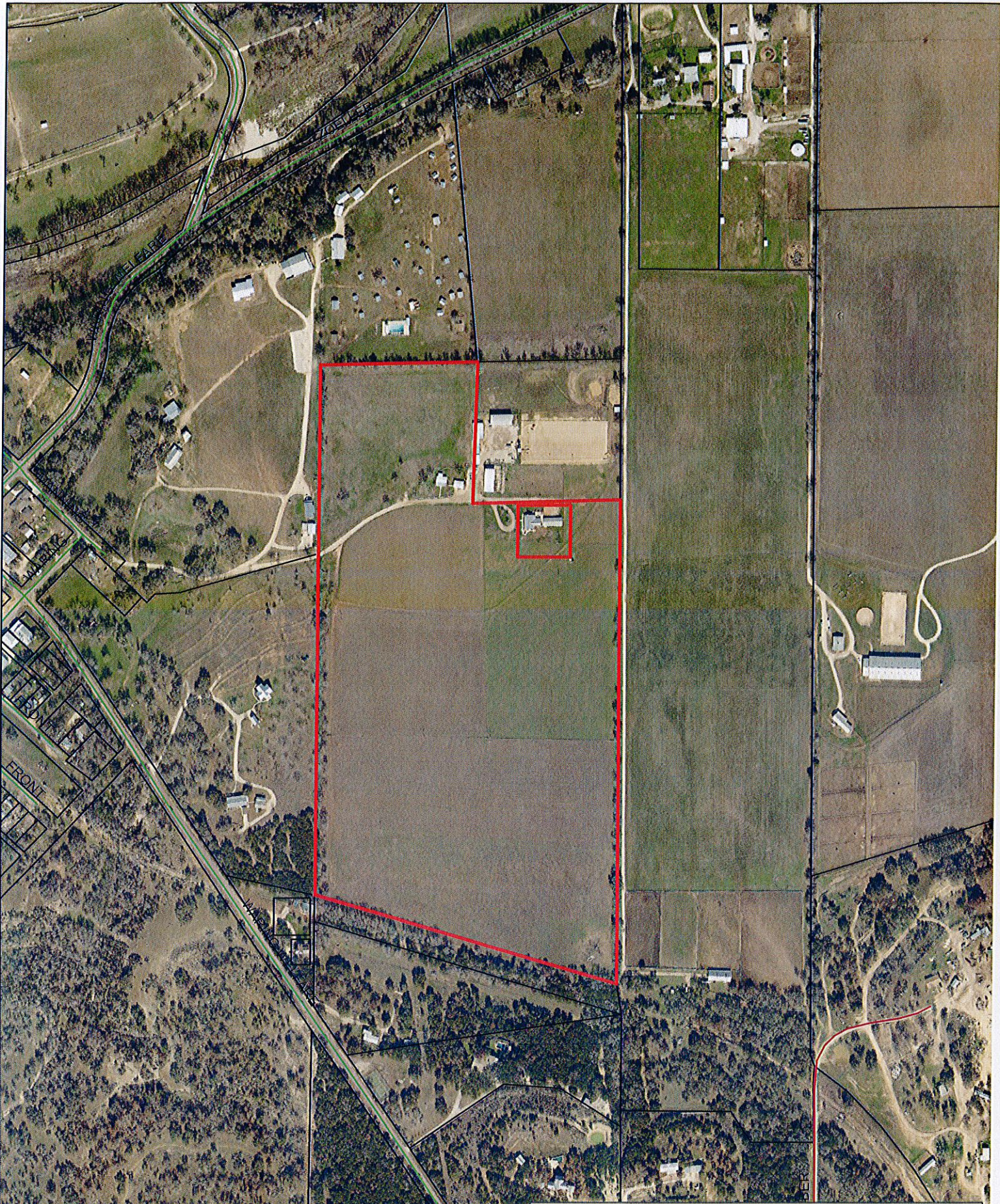
I HEREBY CERTIFY THAT THIS SURVEY WAS MADE  
ON THE GROUND, THAT THIS PLAT CORRECTLY  
REPRESENTS THE FACTS FOUND AT THE TIME OF  
THIS SURVEY AND THAT THERE ARE NO VISIBLE  
EASEMENTS OR ENCROACHMENTS OF BUILDINGS  
ON ADJOINING PROPERTY AND THAT ALL BUILDINGS  
ARE WHOLLY LOCATED ON THIS PROPERTY EXCEPT  
AS SHOWN ABOVE.

JEFF BOERNER  
REGISTERED PROFESSIONAL LAND SURVEYOR  
# 4939  
TEXAS REGISTRATION NO.

DATE: 11 SEPTEMBER 1996

309 # 36-2441





This Geographical Information System Product, is provided "as is" without warranty of any kind and Kendall County expressly disclaims all expressed and implied warranties, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Kendall County does not warrant, guarantee, or make any representations regarding the use, or the results of the use, of the information provided to you by Kendall County, in terms of correctness, accuracy, reliability, timeliness or otherwise. The entire risk as to the results and any performance of information obtained from Kendall County is entirely assumed by the recipient.



1 inch = 500 feet

0 250 500 1,000 Feet



Received: \_\_\_\_\_

Commissioners' Agenda

Date: \_\_\_\_\_

Time: \_\_\_\_\_

## AGENDA ITEM REQUEST

### KENDALL COUNTY COMMISSIONERS COURT

#### COURT DATE:

- ☒ Regular Agenda : July 14, 2014  
☐ Supplemental Agenda: \_\_\_\_\_  
☐ Special Agenda: \_\_\_\_\_  
☐ Executive Session: \_\_\_\_\_

SUBJECT: Volunteer Host Program Joshua Springs Park and Preserve

REQUESTED BY: Richard Tobolka – Development Manager  
(Please print your name and title)

PHONE NUMBER/EXTENSION: \_\_\_\_\_ ext. 250

TIME NEEDED FOR PRESENTATION: 5 minutes

WORDING OF AGENDA ITEM (Please write it the way you think it should appear) :

Consideration and action on authorizing the Parks Department to advertise and choose a

Volunteer host at Joshua Springs Park and Preserve in accordance to application approval by

Kendall County Attorney.

## AGENDA ITEM REQUEST

### KENDALL COUNTY COMMISSIONERS COURT

**COURT DATE:**

- ☒ Regular Agenda :  
☐ Supplemental Agenda:  
☐ Special Agenda:  
☐ Executive Session:

07-14-2014  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SUBJECT: DETENTION CONTRACT

REQUESTED BY: AL AUXIER  
(Please print your name and title)

PHONE #/EXT: \_\_\_\_\_ TIME NEEDED FOR PRESENTATION: 2 min.

WORDING OF AGENDA ITEM (Please write it the way you think it should appear) :

CONSIDERATION - ACTION TO APPROVE CONTRACT FOR  
DETENTION SERVICES BETWEEN KENDALL COUNTY AND  
THE CITY OF BOERNE.

STATE OF TEXAS  
KENDALL COUNTY

**INTERLOCAL AGREEMENT BETWEEN KENDALL COUNTY**  
**AND THE CITY OF BOERNE, TEXAS FOR DETENTION SERVICES**

This Interlocal Agreement for Detention Services ("Agreement") is entered into by and between the CITY OF BOERNE (hereinafter "Boerne") and KENDALL COUNTY (hereinafter "County") (collectively referred to as the "Parties") acting pursuant to the authority granted by the Interlocal Cooperation Act, Chapter 791, Texas Government Code.

**WHEREAS**, the Interlocal Cooperation Act gives counties and cities the authority to contract with other governmental entities concerning police protection, prisoner detention and other related services; and

**WHEREAS**, Boerne desires the County to assist the city in the care, custody and support of Boerne's prisoners for the consideration and the term set forth herein; and

**WHEREAS**, County has a detention facility adequate to provide Boerne with such services and desires to assist Boerne in the care, custody and support of Boerne's prisoners for the consideration and term set forth herein; and

**WHEREAS**, the Parties find that their cooperation in the matters contained in this Agreement will increase the efficiency and effectiveness of these governmental functions and services and, by entering into this Agreement pursuant to the authority granted by the Interlocal Cooperation Act will be a benefit to all the citizens of both Boerne and County; and

**WHEREAS**, Boerne, acting by and through its duly elected governing body has determined that it would be of material benefit to Boerne for the County to provide such services and has authorized this Agreement; and

**WHEREAS**, the Commissioners Court of County has authorized this Agreement and has passed an order allowing the Sheriff of Kendall County, Texas, to accept from duly authorized Boerne law enforcement officers all Boerne prisoners under the terms and conditions set forth herein;

**NOW THEREFORE**, be it resolved that the Commissioners Court of Kendall County and the City Council of the City of Boerne agree to enter into this Interlocal Agreement and the Parties agree as follows:

**Section 1. DEFINITIONS**

- a. "Boerne Prisoners" shall mean those persons charged with a violation of a City Ordinance and/or State laws that are classified as class "C" misdemeanors occurring within the jurisdiction of the Municipal Court of the City of Boerne,

Texas. The term also means any and all persons arrested within the territorial limits of the City of Boerne for a class "A" and/or "B" misdemeanor and/or felonies who have not been formally charged by a Judge or a Magistrate.

- b. "Contract Year" means October 1 of the year this Agreement is executed through September 30 of the following year. For any renewal term, Contract Year means October 1 of the year the renewal is executed through September 30 of the following year.
- c. "County Jail" means the County detention facility located at 6 Staudt St., Boerne, Texas 78006.
- d. "County Prisoner" shall mean any and all persons arrested within the territorial limits of the City of Boerne for a class "A" and/or "B" misdemeanor and/or felonies who have been formally charged by a Judge or a Magistrate.
- e. "Injured" and/or "Ill prisoner" means a Boerne prisoner who the County Sheriff and/or his officer in charge of admissions at the County Jail deem in need of medical attention prior to confinement.
- f. "Term" means October 1 through September 30 of the Contract Year.

## **Section 2. ACCEPTANCE AND CARE OF BOERNE PRISONERS**

- a. The County agrees that the Sheriff of Kendall County will, during the Term of this Agreement, accept from any duly authorized Boerne law enforcement officer any and all Boerne Prisoners.
- b. The Sheriff of Kendall County will house, support, maintain and confine Boerne Prisoners in the County Jail subject to the orders of a duly authorized Judge or Magistrate.
- c. Boerne and the County agree that once a Boerne Prisoner is accepted and committed to the County Jail, the Sheriff or his officer in charge of admissions will release said Boerne Prisoner only when the discharge of the Boerne Prisoner is lawfully ordered or authorized by a Magistrate or Judge of any Court of competent jurisdiction.
- d. Nothing herein shall be construed to authorize or require the County or the County Sheriff to incarcerate or hold any person contrary to the Constitution and/or the laws of the State of Texas and the United States of America.

## **Section 3. DUTIES OF KENDALL COUNTY**

County will provide housing for Boerne Prisoners in the County Jail twenty-four (24) hours per day, three hundred sixty-five (365) days per year.



#### **Section 4. FUNDING REQUIREMENTS, PAYMENTS AND ANNUAL REVIEW**

- a. Boerne agrees to pay County twenty three thousand, two hundred and twenty dollars (\$23,220.00) for the herein described services. Payments shall be made in twelve monthly installments of one thousand, nine hundred thirty five dollars (\$1,935.00) each, payable on or before the 15th day of each month, beginning October 15, 2014 with the final payment being due on September 15, 2015. (Note: The amount agreed to be paid by Boerne to County in this Agreement is based on County providing services to 516 Boerne Prisoners from May 1, 2013 through April 30, 2014 and a daily cost of housing each prisoner of \$45.00).
- b. On or before April 15 of the Contract Year, the Parties agree to review the number of Boerne Prisoners the County served from April 1 of the preceding calendar year to March 31 of the current calendar year. Should the number of prisoners served be different than the number projected in Section 4.a herein, the Parties agree to adjust the amount to be paid by Boerne to County based on the number of prisoners served for the renewal term of this Agreement.
- c. County agrees that during the confinement of any Boerne Prisoner in the County Jail, the County, acting by and through the County Sheriff and/or his officer in charge of admissions, will be responsible for the provision of necessary medical and dental treatment for all Boerne Prisoners should they become sick or injured or in need of medical or dental treatment while in the care and custody of the County Jail; provided that the cost of such medical and dental treatment incurred by County on behalf of Boerne Prisoners shall be the responsibility of Boerne. County shall send a statement of such expenses to Boerne within thirty (30) calendar days of occurrence and Boerne agrees to pay County such amounts within thirty (30) calendar days of receipt of the statement.
- d. Boerne agrees that all funds due under this Agreement shall be payable out of current revenues and that it shall set aside a fund sufficient to satisfy any obligation created by this Agreement. All payments due under this Agreement shall be delivered by Boerne to the County Treasurer at 201 East San Antonio, Boerne, Texas 78006.

#### **Section 5. RENEWAL OR TERMINATION**

- a. To renew this Agreement, County shall forward a statement of proposed costs to Boerne on or before July 1 of the Contract Year. The proposed costs for the next budget year will be based on the number of Boerne prisoners housed by the County from April 1 of the preceding calendar year through March 31 of the then current calendar year. Boerne shall notify the County Judge of County prior to August 1 of the Contract Year of whether the proposed costs are acceptable or not acceptable to Boerne.
- b. If such statement of proposed costs is acceptable to Boerne, the City Manager of Boerne shall notify the County Judge of County in writing on or before August 10 of the Contract Year that such proposed costs are acceptable and this Agreement will be renewed for another Contract Year and no action of

the governing body of Boerne or County will be required. If such statement of proposed costs is not acceptable to Boerne, the City Manager of Boerne shall notify the County Judge of County in writing on or before August 10 of the Contract Year that Boerne does not accept the proposed costs. The Parties agree to meet through respective representatives prior to August 20 of the Contract Year to resolve any differences concerning costs or other contract terms. If no agreement is reached on or before August 31 of the Contract Year, the Parties agree that this Agreement will terminate at the end of the Term.

- c. Either Party may terminate this Agreement for any reason by notifying the other party in writing at least ninety (90) days prior to the effective date of the termination of its intent to do so. Termination shall be effective at 5:00 p.m. on the 90th day following notice of termination subject to the following conditions: (1) Boerne shall arrange for all Boerne prisoners to be removed from the County Jail prior to such time; and (2) Boerne shall pay County all amounts due for services rendered by County up to the time of termination within thirty (30) days of the date of termination.

## **Section 6. INDEMNIFICATION**

- a. TO THE EXTENT ALLOWED BY LAW, COUNTY AGREES TO AND WILL INDEMNIFY AND HOLD HARMLESS BOERNE, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL LIABILITY FOR DAMAGES OR INJURY TO ANY PERSON OR ORGANIZATION BY REASON OF OR ARISING OUT OF THE NEGLIGENCE, MISCONDUCT, OR WILLFUL ACT OR OMISSION OF ANY OFFICER, AGENT, OR EMPLOYEE OF COUNTY THAT IS SUFFERED OR BROUGHT ABOUT AS A RESULT OF THE SUBJECT MATTER OF THIS AGREEMENT AND COUNTY AGREES TO PAY IN FULL ALL REASONABLE LEGAL EXPENSES, WHICH INCLUDES COST OF DEFENSE AND ANY AMOUNT AWARDED TO SUCH PERSON OR ORGANIZATION AGAINST BOERNE, ITS OFFICERS, AGENTS, OR EMPLOYEES ARISING OUT OF ANY SUCH FUTURE CLAIM OR LEGAL ACTION.
- b. TO THE EXTENT ALLOWED BY LAW, BOERNE AGREES TO AND WILL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES, FROM ANY AND ALL LIABILITY FOR DAMAGES OR INJURY TO ANY PERSON OR ORGANIZATION BY REASON OF OR ARISING OUT OF THE NEGLIGENCE, MISCONDUCT, OR WILLFUL ACT OR OMISSION OF ANY OFFICER, AGENT, OR EMPLOYEE OF BOERNE THAT IS SUFFERED OR BROUGHT ABOUT AS A RESULT OF THE SUBJECT MATTER OF THIS AGREEMENT AND BOERNE AGREES TO PAY IN FULL ALL REASONABLE LEGAL EXPENSES, WHICH INCLUDES COST OF DEFENSE AND ANY AMOUNT AWARDED SUCH PERSON OR ORGANIZATION AGAINST COUNTY, ITS OFFICERS, AGENTS, OR EMPLOYEES ARISING OUT OF ANY SUCH FUTURE CLAIM OR LEGAL ACTION.
- c. NOTHING IN THIS AGREEMENT, INCLUDING THIS SECTION, SHALL BE DEEMED AS A WAIVER OF ANY AND ALL PROTECTIONS AFFORDED THE COUNTY, BOERNE, THE BOERNE POLICE DEPARTMENT AND THE KENDALL COUNTY SHERIFF'S OFFICE UNDER THE CONSTITUTION OR LAWS OF THIS STATE OR THE UNITED STATES OF AMERICA.

## Section 7. MISCELLANEOUS

- a. This Agreement constitutes the sole and only agreement of the parties with respect to the matters that are the subject of this Agreement. No other agreement, statement or promise made by either party or by a representative of either party that is not contained in this Agreement shall be binding or valid or enforceable.
- b. No amendment, modification, or alteration of this Agreement shall be binding, valid or enforceable unless it is reduced to writing, approved by the governing body of both parties and signed by authorized representatives of both parties subsequent to the effective date of this Agreement.
- c. This Agreement shall be performed in Kendall County, Texas and shall be construed under and in accordance with the laws of the State of Texas.
- d. In case any one or more of the provisions contained in this Agreement shall for any reason be held as invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision thereof, and this Agreement shall be constructed as if such invalid, illegal or unenforceable provision had never been contained herein.
- e. Notices required herein shall be delivered to the following representatives of the parties at the locations indicated:

COUNTY  
Darrell Lux  
County Judge, Kendall County

201 E. San Antonio  
Boerne, Texas 78006

BOERNE  
Ronald C. Bowman  
City Manager, City of Boerne

402 E. Blanco  
Boerne, Texas 78006

EXECUTED IN DUPLICATE ORIGINALS ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2014.

KENDALL COUNTY

Darrell Lux  
County Judge, Kendall County

201 E. San Antonio  
Boerne, Texas 78006

CITY OF BOERNE

Ronald C. Bowman  
City Manager, City of Boerne

402 E. Blanco  
Boerne, Texas 78006

## AGENDA ITEM REQUEST

### KENDALL COUNTY COMMISSIONERS COURT

#### COURT DATE:

- ☒ Regular Agenda: 07-14-2014  
☐ Supplemental Agenda: \_\_\_\_\_  
☐ Special Agenda: \_\_\_\_\_  
☐ Executive Session: \_\_\_\_\_

SUBJECT: Wiginton, Hooker & Jeffry Study Proposal

REQUESTED BY: Gene Miertschin, Commissioner Pct. 2

PHONE #/EXT: 315 TIME NEEDED FOR PRESENTATION: 5 minutes

WORDING OF AGENDA ITEM (Please write it the way you think it should appear) :

Consideration and action to approve soliciting a proposal from Wiginton, Hooker & Jeffry to conduct a comprehensive study of the existing facilities at the Kendall County Law Enforcement Center.

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## KENDALL COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST

**COURT DATE:** July 14, 2014   ☒ Open Session   ☐ Executive Session

**SUBJECT:** Tax Abatement

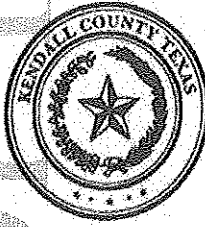
**REQUESTED BY:** Don Allee, County Attorney.

**PHONE NO. /EXT.** 295      **TIME FOR PRESENTATION:** 5 min.

**WORDING OF AGENDA ITEM:**

Consideration and action to approve the ORDER GRANTING TAX ABATEMENT TO ALBANY ENGINEERED COMPOSITES, INC. FOR TAX YEAR 2014.

**JUSTIFICATION (REASON ITEM SHOULD BE ON AGENDA:** Albany Engineered Composites, Inc. qualified for tax abatement in 2010 by investing more than \$5,000,000 in additional improvements at its facility in Kendall County during 2009. The company continues to be eligible for tax abatement in compliance with County Resolution and Order No. 10-28-2013C. The amount of tax abatement for tax year 2014 is 40% of the amount as determined by the Kendall Appraisal District to be the increase of the appraised value of company property resulting from construction of improvement and enlargement of facilities during tax year 2009 and not included in the appraised value of company property for tax year 2009.



STATE OF TEXAS  
KENDALL COUNTY

**KENDALL COUNTY ORDER NO. 07-14-2014**

**ORDER GRANTING TAX ABATEMENT TO  
ALBANY ENGINEERED COMPOSITES, INC.  
FOR TAX YEAR 2014**

**WHEREAS**, the Commissioners Court of Kendall County, adopted RESOLUTION No. 05-26-2009B ADOPTING GUIDELINES AND CRITERIA FOR TAX ABATEMENT on May 26, 2009; and

**WHEREAS**, the Commissioners Court of Kendall County, adopted RESOLUTION No. 05-28-2013 ADOPTING GUIDELINES AND CRITERIA FOR TAX ABATEMENT on May 28, 2013; and

**WHEREAS**, the Commissioners Court of Kendall County, adopted RESOLUTION AND ORDER No. 10-28-2013C ELECTING TO BECOME ELIGIBLE TO PARTICIPATE IN TAX ABATEMENT, ADOPTING TAX ABATEMENT GUIDELINES AND CRITERIA AND ESTABLISHING A PROGRAM TO STIMULATE BUSINESS AND COMMERCIAL ACTIVITY on October 28, 2013; and

**WHEREAS**, in 2010, Albany Engineered Composites, Inc. submitted an application to Kendall County asking for tax abatement pursuant to RESOLUTION No. 05-26-2009B; and

**WHEREAS**, the Commissioners Court found and determined that Albany Engineered Composites, Inc. satisfied the criteria for tax abatement for tax year 2010 in compliance with RESOLUTION No. 05-26-2009B as set out in Kendall County Order No. 05-24-2010; and

**WHEREAS**, Albany Engineered Composites, Inc. has continued to comply with the terms of RESOLUTION No. 05-26-2009B as restated in RESOLUTION No. 05-28-2013 and as restated in RESOLUTION AND ORDER No. 10-28-2013C and is therefore eligible for tax abatement for tax year 2014, this being the fifth year of eligibility;

**NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF  
KENDALL COUNTY, TEXAS:**

1. Albany Engineered Composites, Inc. is granted tax abatement in the amount of forty percent (40%) of the appraised value of the improvements and enlargement of company facilities located at 1281 N. Main Street, Boerne, Kendall County, Texas for tax year 2014; such appraised value of improvements and enlargement to be the amount determined by the Kendall Appraisal District to be the increase

of the appraised value of company property at the identified location resulting from construction of improvements and enlargement of facilities during tax year 2009 and not included in the appraised value of company property at the subject location for tax year 2009.

APPROVED AND EFFECTIVE this 14th day of July 2014.

\_\_\_\_\_  
Darrel Lux,  
County Judge, Kendall County, Texas

Attest: \_\_\_\_\_  
DARLENE HERRIN  
County Clerk, Kendall County, Texas

COPY COPY

## AGENDA ITEM REQUEST

### KENDALL COUNTY COMMISSIONERS COURT

#### COURT DATE:

- ☒ Regular Agenda: 07-14-2014  
☐ Supplemental Agenda: \_\_\_\_\_  
☐ Special Agenda: \_\_\_\_\_  
☐ Executive Session: \_\_\_\_\_

SUBJECT: Discussion on Animal Control Advisory Committee

REQUESTED BY: Richard Chapman, Commissioner Pct. 3

PHONE #/EXT: 391 TIME NEEDED FOR PRESENTATION: 10 minutes

WORDING OF AGENDA ITEM (Please write it the way you think it should appear) :

Discussion on appointments to the Animal Control Advisory Committee.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Received: \_\_\_\_\_

Commissioners' Agenda

Date: \_\_\_\_\_

Time: \_\_\_\_\_

## AGENDA ITEM REQUEST

### KENDALL COUNTY COMMISSIONERS COURT

#### COURT DATE:

☒ Regular Agenda:

07/14/2014

☐ Supplemental Agenda:

☐ Special Agenda:

☐ Executive Session:

SUBJECT: Memorandum of Understanding Texas Statewide Interoperability Channel Plan

REQUESTED BY: Jeffery Fincke, EMC

(Please print your name and title)

PHONE NUMBER/EXTENSION: 249-3721 Ext. 451

TIME NEEDED FOR PRESENTATION: 5 minutes

WORDING OF AGENDA ITEM (Please write it the way you think it should appear):

Discussion and Action to sign updated Memorandum of Understanding Texas Statewide Interoperability

Channel Plan (TSICP)

**MEMORANDUM OF UNDERSTANDING**  
**Texas Statewide Interoperability Channel Plan (TSICP)**  
Original Issue, April 1, 2005

Texas Department of Public Safety

And

KENDALL COUNTY

(Federal Agency, State, Local Jurisdiction, or Emergency Service Organization)

**Purpose**

This Memorandum of Understanding (MOU) establishes permissions and guidelines for use of interoperability or mutual-aid radio channels by:

- Local government jurisdictions and their associated emergency response agencies;
- State agencies in Texas and their associated emergency response organizations;
- Federal agency local units in Texas and their associated emergency response organizations, and;
- Private sector emergency response organizations licensed or otherwise entitled to operate in the Public Safety Pool as defined in FCC Rules, Part 90 (47CFR, subpart B, paragraphs 90.15-90.20).

It imposes certain protocols, procedures, and obligations upon jurisdictions hereby authorized to use state-licensed radio channels held by the Texas Department of Public Safety (TxDPS).

This agreement supersedes the MOU associated with the *Immediate Radio Communications Interoperability Plan (IRCIP)* of January, 2003.

**Authority**

Execution of this agreement by state and local entities is authorized by Texas Government Code, Chapter 791 (local governments), Chapter 771 (state agencies), and Texas Government Code Chapter 411.0105 (Public Safety Radio Communications Council). This MOU satisfies Federal Communications Commission Part 90 rules for extending license privileges to others by agreement.

Federal agencies are permitted access to interoperability channels as authorized by the NTA Manual, 47 CFR, Parts 2.102(c), 2.103; and 7.12. Federal agencies may execute this MOU and shall adhere to the attached guidelines.

## Applicability

This MOU authorizes the use of certain radio frequencies by emergency response organizations as defined by Department of Homeland Security (Office of Emergency Communications) and Texas Division of Emergency Management. Generally, this includes organizations in the following governmental disciplines:

**Emergency Management  
Law Enforcement  
Fire Service  
Emergency Medical Services  
Public Works / Transportation**

**Public Safety Communications  
Public Health  
Health Care  
Hazardous Materials  
Governmental Administration**

This MOU authorizes use of state-licensed frequencies for the purpose of coordination between emergency response agencies and resources. Such coordination may occur during interagency operations, en route travel, or on-incident communications in accordance with an Incident Communications Plan.

## Background

The 77<sup>th</sup> Legislature, in an effort to provide for effective emergency radio communications by state agencies, called for an Interagency Radio Work Group (IRWG) to develop a state agency communications network. That group developed a preliminary plan that was accepted by the state IRWG and the Sheriffs' Association of Texas on March 27, 2001.

Subsequently, the IRWG determined that the state agency communications network should be expanded to include all public safety agencies in the state. This was accomplished by IRWG's development of the *Immediate Radio Communications Interoperability Plan (IRCIP)* of January, 2003. The IRCIP addressed radio communications interoperability between state and local jurisdictions using VHF wideband radio equipment for dispatch, en route, and on-incident communications.

In response to a Federal Communications Commission requirement for establishment of state/regional advisory committees, the Texas Statewide Interoperability Executive Committee (TSIEC) and the Texas Interoperable Communications Coalition (TxICC) were formally established as advisory committees to TxDPS.

The *Texas Statewide Interoperability Channel Plan*, developed by TSIEC and TxICC and included in this MOU, provides essential guidance for interoperable radio communications using VHF, UHF, 700 MHz, and 800 MHz radio equipment for interagency coordination, en route travel, or on-incident communications.

## Understandings

### Texas Department of Public Safety will:

- Manage and maintain proper licenses for the use of the interoperability frequencies identified herein;
- Manage and maintain an accurate database of federal and state agencies and local government jurisdictions that have accepted and signed this MOU, and;

- Issue updates and revisions to the *Texas Statewide Interoperability Channel Plan* contained herein, upon request by the Texas Statewide Interoperability Executive Committee (TSIEC), the Texas Interoperable Communications Coalition (TxICC), and the Director of the Texas Department of Public Safety.

**Jurisdiction will:**

- Participate in regional communications planning (generally arranged by regional Council of Governments) that provides for regional radio communications interoperability;
- Manage use of the interoperability frequencies by its employees, ensuring compliance with the *Texas Statewide Interoperability Channel Plan (TSICP)* and federal/state/local laws, ordinances, and rules;
- Use the interoperability frequencies authorized hereby for their intended purpose of coordination between emergency response agencies and resources. Such coordination may occur during interagency operations, en route travel, or on-incident;
- Use the interoperability frequencies for operational and en route communications in accordance with local and regional policies and procedures;
- Use the interoperability frequencies for on-incident communications in accordance with the Incident Communications Plan established by the on-scene Incident Commander;
- Prioritize use of the interoperability frequencies:
  1. Emergency or urgent operation involving imminent danger to life or property;
  2. Disaster or extreme emergency operation requiring extensive interoperability and inter-agency communications;
  3. Special event, generally of a pre-planned nature;
  4. Joint training exercises, and
  5. Inter-agency and en route communications.
- Implement radio communications procedures consistent with the National Incident Management System (NIMS) and Incident Command System (ICS) including:
  - Use "plain language" without 10-codes or agency-specific codes/jargon;
  - Use the calling protocol: "Agency-Unit #, **this is** Agency-Unit #", rather than "Unit # **to** Unit #".

Examples: "*Bryan EMS 1605, this is Tyler Fire 2102*" or "*Incident Command, this is DPS 505*"
- Ensure that mobile, portable, and temporary base radios intended for use by agency leadership (officers) are configured with the appropriate in-band interoperability frequencies as found in the TSICP. This means that, as a minimum, the interoperable frequencies would be added to the day-to-day frequencies used by that entity.

- The following VHF wideband interoperable channels, which are unique to Texas, will not be used after 12/31/2012, to comply with the FCC narrowbanding mandate. See Table 1 for the migration of these channels.
  - **Texas Law 1:** analog wideband VHF coordination channel for mobile-to-mobile use by emergency personnel on a scene or incident;
  - **Texas Law 2:** analog wideband VHF calling channel for mobile-to-base use by transient or en route emergency personnel;
  - **Texas Law 3:** National analog wideband VHF channel for coordination of law enforcement activities;
  - **Texas Fire 1, Texas Fire 2, Texas Fire 3,** analog wideband VHF frequencies primarily for fire service use or for use as dictated by Incident Commander on incidents; and
  - **Texas Medical 1,** analog wideband VHF frequency primarily for use by EMS agency personnel on incidents.
- Ensure that appropriate interoperability calling channels are monitored by communications operators at dispatch centers identified in a regional communications plan. As an example, monitoring may include, at a minimum:

**Texas Law 1,** analog wideband VHF, will be used until December 31, 2012, at which time it will be licensed by the state of Texas as a narrowband interoperable channel, shall be labeled "TXCALL1D" and will have the sub-audible tone of 156.7. This will be used as a Mobile-to-Mobile Calling Channel.

**Texas Law 2,** analog wideband VHF calling channel (this channel, formerly designated "Intercity," is implemented at most dispatch points in Texas). This channel should be used until December 31, 2012, at which time it will be licensed by the state of Texas as a narrowband interoperable channel, shall be labeled "TXCALL2D" and will have the sub-audible tone of 156.7 on both transmit and receive. TXCALL2D will be used as a Primary Aircraft Calling Channel between state/federal aircraft and a base station. It also will serve as a backup to VCALL10 as a calling channel. The national narrowband interoperable channel, VCALL10, will be primary over TXCALL2D as a calling channel.

- Ensure that interoperability calling channels are monitored at the Incident Command Post on major incidents requiring significant aid from agencies beyond routine local interoperability. Monitoring shall include one or more of the following:
  - **Texas Law 2,** analog wideband VHF calling channel, until 12/31/2012;
  - **VCALL10,** analog narrowband VHF calling channel;
  - **UCALL40,** analog narrowband UHF calling channel;
  - **7CALL50,** digital narrowband P25 700 MHz calling Channel, and/or
  - **8CALL90,** analog national calling channel.

Incident Command Post monitoring may be implemented using cross-band repeaters, communications operator console patching, or VHF/UHF/700/800 MHz fixed or mobile gateway.

**The parties mutually agree:**

- Jurisdiction and TxDPS agree that their mutual interests will be furthered by continued coordination between the jurisdiction and the Texas Statewide Interoperability Executive Committee (TSIEC) / Office of the Texas Statewide Interoperability Coordinator (SWIC).
- Jurisdiction and TxDPS agree that this Memorandum of Understanding may be cancelled at any time, by written notice to the other party, or by subsequent agreements.
- Only one MOU per Jurisdiction or Governing Body is required to cover the departments and/or sub-agencies of each jurisdiction, as long as each department or sub-agency is listed on an accompanying attachment.

The attached *Texas Statewide Interoperability Channel Plan (TSICP--Original Issue March 25, 2005)* is incorporated into this MOU in its entirety. The TSICP may be revised by TSIEC and TxDPS from time to time, and revisions will be provided to Jurisdictions by TxDPS.

Should Jurisdiction elect to withdraw from this MOU because of TSICP revisions, notice shall be given by mail to Texas Department of Public Safety, Public Safety Communications Service, 5805 N. Lamar Boulevard, Austin, TX 78752.

## Agreement

This Memorandum of Understanding was agreed to \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
(Please **complete, sign, scan, and then email THIS PAGE ONLY** as attached file to [txswic@dps.texas.gov](mailto:txswic@dps.texas.gov).  
NOTE: Each jurisdiction must individually sign this agreement – Example: an authorized representative of a city may sign for all public safety agencies in that city; a county may sign for volunteer fire departments (VFD) if the VFD is recognized in the county emergency management plan; however, a county cannot sign for all cities or other public safety agencies in the county that are not a part of county government since they are separate legal entities; a COG CANNOT sign for all jurisdictions within the COG, although it is recommended that COGs do execute this agreement; this document is an appendix to the Statewide Communications Interoperability Plan (SCIP), and compliance with the SCIPs is required to be able to receive federal and state grant funds. All jurisdictions must, therefore, execute this MOU.)

## FOR JURISDICTION

Jurisdiction Name: KENDALL COUNTY

Authorized Signature: \_\_\_\_\_

Print Name: DARREL L. LUX

Title: COUNTY JUDGE

Jurisdiction Address: BOERNE, TX 78006

Phone: 830 249-9343 ext 213 e-mail: JUDGE@CO.KENDALL.TX.US

Number of mobile, portable, temporary base, and/or mobile relay radios to be operated under TxDPS licenses:

	Mobile	Portable	Temporary Base- Mobile Relay
150 MHz Wideband	<u>0</u>	<u>0</u>	<u>0</u>
150 MHz Narrowband	<u>93</u>	<u>74</u>	<u>5</u>
450 MHz Narrowband	<u>0</u>	<u>0</u>	<u>0</u>
700 MHz	<u>99</u>	<u>230</u>	<u>15</u>
800 MHz NPSPAC	<u>99</u>	<u>230</u>	<u>14</u>

(This information is required by TxDPS as a condition of its licenses from the FCC.)

## FOR TEXAS DEPARTMENT OF PUBLIC SAFETY

Authorized Signature: \_\_\_\_\_

Todd M. Early, Deputy Assistant Director,  
Public Safety Communications Service  
Texas DPS Law Enforcement Support Division  
P. O. Box 4087, MSC 0259  
Austin, TX 78773  
Phone: (512) 424-2121 Fax: (512) 424-2899  
[Todd.Early@dps.texas.gov](mailto:Todd.Early@dps.texas.gov)

Received: \_\_\_\_\_

Commissioners' Agenda

Date: \_\_\_\_\_

Time: \_\_\_\_\_

## AGENDA ITEM REQUEST

### KENDALL COUNTY COMMISSIONERS COURT

#### COURT DATE:

- ☒ Regular Agenda : 07-14-2014  
☐ Supplemental Agenda: \_\_\_\_\_  
☐ Special Agenda: \_\_\_\_\_  
☐ Executive Session: \_\_\_\_\_

SUBJECT: Interlocal agreement with Choice Partners /HCDE

REQUESTED BY: Richard Chapman Commissioner Pct. 3

(Please print your name and title)

PHONE NUMBER/EXTENSION: 830-249-9343 x391

TIME NEEDED FOR PRESENTATION: 15 minutes

WORDING OF AGENDA ITEM (Please write it the way you think it should appear):

Consideration and action to enter into an interlocal agreement with HCDE to meet legal  
procurement requirements at no cost to the County.



**Interlocal Contract - County**  
**Between Harris County Department of Education**  
**& \_\_\_\_\_ County**

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code and Chapter 271, Subchapter F of the Texas Local Government Code, this Interlocal and Cooperative Purchasing Program Contract ("Contract") is made and entered into by and between the Harris County Department of Education ("HCDE"), located in Houston, Texas, and COUNTY of \_\_\_\_\_ ("COUNTY"), located in \_\_\_\_\_, Texas, for the purpose of providing services.

**Preamble**

HCDE is a local governmental entity established to promote education in Harris County, Texas and is also duly authorized to provide programs and services in the State of Texas. Both HCDE and COUNTY desire to set forth, in writing, the terms and conditions of their agreement.

**General Terms and Conditions**

In consideration of the mutual covenants and conditions contained in this Contract and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound agree as follows:

1. Term. This Contract is effective from the date of the last signature and shall automatically renew unless either party gives thirty (30) days prior written notice of non-renewal. This Contract may be terminated by either party with or without cause with thirty (30) days written notice. See other means of terminating the contract in Article 11, below. Any such notice shall be sent according to Article 8.
2. Agreement. The terms of this Contract shall apply and will be considered a part of any Addendum for programs and services delivered by HCDE. This Contract and the attached and incorporated Addendum, purchase orders, or exhibits, if any, contain the entire agreement of the parties and there are no representations, agreements, arrangements, or undertakings, oral or written, between the parties to this Contract other than those set forth in this Contract and duly executed in writing.
3. Purpose and Scope of Work.
  - A. **HCDE agrees to:**
    - Provide COUNTY with subsequent independent contracts and/or descriptive offerings of each of the programs and services that HCDE provides through its respective divisions.
    - Provide services upon the submission of independent contracts or purchase orders within the HCDE divisions.
    - Conduct, as a minimum, an annual audit or survey, as appropriate, for each of the programs.
  - B. **COUNTY agrees to:**
    - Participate in any or all of the services that HCDE has to offer.
    - Submit purchase order(s) or independent contract(s) for each of the programs it wishes to purchase and/or collaborate.
    - Agree to follow the terms and conditions of each independent contract or purchase orders for each of the programs.

- Assign the appropriate person to act as representative to each respective program delivered.
- 4. As is. HCDE makes this Contract available to HCDE participating entities "as is" and are under no obligation to revise the terms, conditions, scope, prices, and/or any requirements of the Contract for the benefit of COUNTY.
- 5. Assignment. Neither this Contract nor any duties or obligations entered in subsequent contracts because of this agreement shall be assignable by either party without the prior written acknowledgment and authorization of both parties.
- 6. Conflict of Interest. During the Term of HCDE's service to COUNTY, COUNTY, its personnel and agents, shall not, directly or indirectly, whether for COUNTY's own account or with any other person or entity whatsoever, employ, solicit or endeavor to entice away any person who is employed by HCDE.
- 7. Contract Amendment. This Contract may be amended only by the mutual agreement of all parties in writing to be attached to and incorporated into this Contract.
- 8. Notice. Any notice provided under the terms of this Contract by either party to the other shall be in writing and shall be sent by **certified mail, return receipt requested**. Notice to shall be sufficient if made or addressed as follows:

Harris County Department of Education  
Attn: Celes Harris  
Acting County School Superintendent  
6300 Irvington Blvd.  
Houston, Texas 77022  
713-694-6300

County of \_\_\_\_\_  
Attn: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

- 9. Relation of Parties. It is the intention of the parties that COUNTY is independent of HCDE and not an employee, agent, joint venturer, or partner of HCDE and nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE and COUNTY or HCDE and any of COUNTY's agents.
- 10. Non-Exclusivity of Services. Nothing in this Contract may be construed to imply that HCDE has exclusive right to provide COUNTY these services. During the Term of Contract, COUNTY reserves the right to use all available resources to procure other professional services as needed and, in doing so, will not violate any rights of HCDE.
- 11. Termination. This Contract may be terminated prior to the expiration of the Term hereof as follows:
  - By COUNTY upon 30 days notice if the work/service is not provided in a satisfactory and proper manner after a remedy has been reported and discussed;
  - By mutual written agreement of the parties, upon thirty (30) days prior notice; or
  - By either party immediately if the other party commits a material breach any of the terms of this Contract and no remedial action can be agreed upon by the parties.

12. Master Contract. This Contract can be utilized as the Master Contract. The general terms and conditions in this Contract will serve to outline the working relationship between HCDE and the COUNTY. Both parties agree to allow the COUNTY to use any or all of the programs and/or services with no charge from HCDE including Choice Partners.

The COUNTY agrees to adhere to the terms and conditions set forth for the programs and/or services as contracted under these programs. All other programs and/or services provided by HCDE requiring a fee will need an addendum to the approved Master Interlocal Contract. The specific terms and conditions of the addendum will govern that individual contract. In the case of a conflict between the Master Contract and any addendum, the provisions of the addendum will govern.

13. Severability. In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.
14. Governing Law and Venue. This Contract shall be governed by and construed in accordance with the laws of the State of Texas. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Contract shall be in Harris County, Texas.
15. Authorization. Each party acknowledges that the governing body of each party to the Contract has authorized this Contract.
16. Benefit for Signatory Parties Only. Neither this Contract, nor any term or provisions hereof, not any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.

In witness whereof, HCDE and COUNTY have executed this Contract to be effective on the date specified in Article 1. Term above:

\_\_\_\_\_  
Name of County

Harris County Department of Education

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

Celes Harris

\_\_\_\_\_  
Title

Acting County School Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# BECOME A MEMBER

Colleges and universities, school districts, charter schools, municipalities, counties and nonprofits are invited to join HCDE to streamline bidding and contracting processes.

Intergovernmental Code 791 allows governmental agencies to use the cooperative contracts legally procured and awarded by Harris County Department of Education, for use through Choice Partners, once the governing board has signed an interlocal contract.



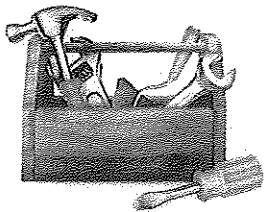
## **Advantages to signing an interlocal contract with HCDE**

Choice Partners Cooperative has completed the due diligence to meet legal procurement requirements, including issuing a Request for Proposal, evaluating responses, then recommending contracts which are awarded by the HCDE governing board. Becoming a member of HCDE gives governmental entities immediate access to needed resources available through HCDE's Choice Partners Cooperative.

## **How to Join**

There is no charge for membership; to join, download and complete an interlocal agreement at [www.hcde-texas.org/membership.aspx](http://www.hcde-texas.org/membership.aspx) or at [www.choicepartners.org/membership](http://www.choicepartners.org/membership).

## **HCDE'S CHOICE PARTNERS COOPERATIVE INCLUDES:**



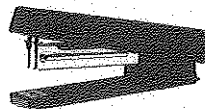
### **Facility Services**

- Athletic Surfaces
- Disaster Recovery/Restoration
- Electrical • Elevator
- Energy: Electricity, Fuel
- Exterior Cleaning • Flooring
- HVAC Equipment/Services
- Job Order Contracting
- Lawn Care Service/Equipment
- Modular Buildings • Painting
- Playgrounds • Plumbing
- Roofing and Waterproofing
- Trenchless Technology Rehab
- Tree Trimming
- Water Quality, Waste Management



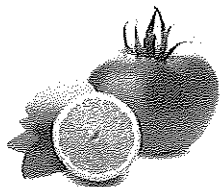
### **Services**

- Art Consulting
- Drug Testing
- Moving • Printing
- Security Officers
- Temporary Help



### **Supplies**

- Educational/Instructional
- Furniture • Janitorial
- Medical • Office
- Supply Catalog\*



### **Food/Cafeteria Supplies**

- Bread, Dairy, Grocery, Produce
- Commodity Processing
- Food Supplies and Equipment



### **Technology**

- Audio Visual
- Equipment, Training, Service
- Hardware, Software, Supplies
- Infrastructure as a Service
- Software as a Service
- Security Systems

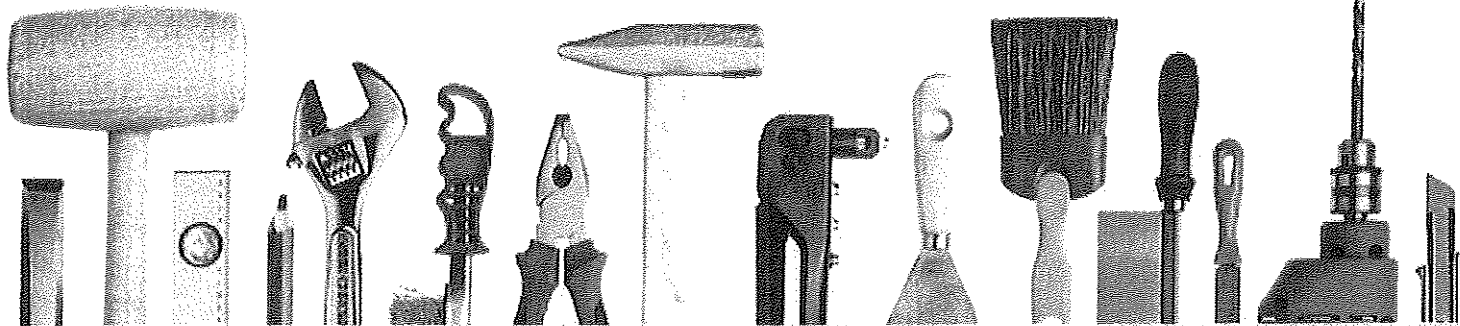
*\*Includes more than 1,500 competitively awarded line items, with new bids each April.*

### **Other HCDE Services Available**

- Digital Scanning and Records Management
- Grant Development and Independent Evaluation
- Performance Reviews and Efficiency Studies
- Technology and Cloud Services

**[www.choicepartners.org](http://www.choicepartners.org) • Toll Free 855-821-4233 • [www.hcde-texas.org](http://www.hcde-texas.org)**





# Facilities, Maintenance and Operations Resources

Use Choice Partners cooperative contracts for all your facility needs

New contracts recently awarded include:

**Electrical Services:** LMC Corporation, Open Tech, and Trio Electric.

**Energy:** Amerex Energy Services

**M&O Parts and Equipment:** Acme Architectural Hardware, All Tire Supply Company, AOC Welding/Praxair, BatteriesPlus, BEVCO Consultants, LLC, City Supply Co., Inc., Crawford Electric Supply Co., Critical Infrastructure Solutions (CIS), LLC, Ensystex, Inc., Gulf Coast Paper Company, H&V Equipment, Inc., High Point Sanitary, Interline Brands, Johnson Supply, Landowne Moody Co., L.P., Lennox International, McCoy's Building Supply, McKenna Contracting, Inc., Quality Security Systems, Texas Storage System, Zed Security, LLC, and Zimmerer Kubota & Equipment.

**Modular Buildings:** GroundForce Building Systems, LMC Corporation, and M Space Holdings, LLC.

**Painting, Drywall, Acoustic Ceilings and Flooring:** Baseline Paving & Construction, ERC Environmental & Construction Services, and LMC Corporation.

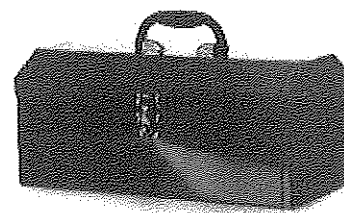


Service and supply contracts are available for these areas:

Applied Technology Lab  
Art & Artwork Advisory Services  
Athletic Surfaces  
Building Cleaning, Exterior  
Building Controls  
Building Supplies  
Carpet Maintenance Service  
Construction (IDIQ JOC)  
Construction Photographic  
Documentation Service  
Debris Removal Service  
Digital Archiving  
Disaster Recovery and Restoration  
Disaster Recovery Consultants  
Door Hardware Supplies  
Drug Testing Services  
Electric Vehicle Charging Stations  
Electrical Contractor Services  
Electrical Supplies  
Energy Consulting  
Energy Management and Conservation (ESCO)  
Energy Purchase and Aggregation  
Fire and Security Equipment  
Fire Suppression Service  
Flags and Flag Poles

Fleet Fuel Monitoring  
Floor Covering: Commercial  
Fuel Card Monitoring, GPS, and Bulk Fuel  
HVAC Equipment & Supplies  
HVAC Equipment and Service  
Industrial Equipment  
Janitorial Supplies  
Landscape and Maintenance Services  
M&O Parts and Equipment  
Modular Buildings  
Motor Fuel and Lubricants  
Moving Services  
Painting Services  
Pest Control Supplies  
Playground Systems  
Plumbing Services  
Plumbing Supplies  
Power and Cooling Solutions  
Program Management  
Ramps, Walkways, Stair Systems  
Roofing (Building Envelope)  
Security Systems  
Sidewalk Trip Hazard Removal Service  
Signage  
Solid Waste and Recycling Services

Third Party Code Inspection Service  
Tire Repair Supplies  
Tree Trimming  
Trenchless Technology Rehabilitation  
Video Surveillance System and Related Items  
Waste Quality, Waste Management,  
Environmental Services  
Welding Supplies and Gases  
Window Film and Installation  
Windows, Doors, Hardware and Related Items



School districts that have signed an interlocal agreement with HCDE may immediately access these legally procured Choice Partners contracts. Get the Right Resources, Right Now!

[www.choicepartners.org](http://www.choicepartners.org)  
Toll Free 877-696-2122



The Right Resources. Right Now.

# Food-Related AWARDED CONTRACTS

## BREAD

Kurz & Co.\*

## COMMODITY PROCESSING

Advance Pierre  
Alpha Foods  
American Pride  
Asian Food Solutions  
Basic American  
Bongards Creameries  
Bosco's Pizza Co.  
Café Favorites  
Cargill Kitchen Solutions  
Chef's Corner  
ConAgra Food Service Co.  
ConAgra Foods – Lamb Weston  
Don Lee Farms  
ES Foods  
Fresh Innovations of California  
High Liner Foods (USA) Inc.  
Integrated Food Service  
J&J Snack Food Corp.  
JR Simplot Company  
Jennie-O Turkey Store Sales, LLC  
JTM Provisions, Inc.  
King's Delight, Inc.  
Land O'Lakes, Inc.  
Ling's  
M.C.I. Foods, Inc.  
Maid-Rite Steak Co., Inc.  
McCain Foods USA, Inc.  
Michael Foods, Inc.  
Nardone Brothers Bakery, Inc.  
National Food Group  
Pilgrim's Pride Corp.  
Quantum Foods, LLC  
Red Gold  
Rich Products Corporation  
Rodriguez Foods, LTD.  
S.A. Piazza & Associates  
Schwan's Food Service, Inc.  
Tabatchnick Fine Foods, Inc.  
Tasty Brands  
Trident Seafoods Corporation  
Tyson Prepared Foods, Inc.  
Uno Foods Inc.  
Wawona Frozen Foods

## DAIRY PRODUCTS

Borden Dairy Company\*

## FOOD EQUIPMENT, PARTS, REPAIR, INSTALLATION, MAINTENANCE and SMALL WARES

Ace Mart  
American Cook Systems  
Edward Don & Company, Inc.  
H.A. Franz  
Heritage Food Service  
Hobart Service  
ISI Commercial Refrigeration  
Jean's Restaurant Supply  
Kommercial Kitchens  
Pasco Brokerage  
Preferred Food Service Design  
Shepherd Food Equipment  
Texas Food Service Equipment

## FOOD SERVICE MANAGEMENT

Lagniappe Dining dba Mr. C's Deli\*

## FOOD SERVICE SUPPLIES

Calico Industries, Inc.  
Edward Don & Company, Inc.  
Interboro Packaging Corporation  
Olmsted-Kirk Paper Company  
Orr Textile Company, Inc.\*  
Pollock Paper Distributors  
Pyramid School Products

## FROZEN AND CHILLED BEVERAGE PRODUCTS

Sunny Sky Products dba  
Iced D'Lites  
Trident Beverage  
Tropical Flurry, LP

## GROCERY PRODUCTS

Glazier Foods Company\*  
Labatt Food Service\*

## ICE CREAM PRODUCTS

Blue Bell Creameries\*  
La Brisa Ice Cream

## PRODUCE

Brothers Produce\*  
Chef's Produce Houston\*  
Scarmardo Produce, Inc\*  
Third Coast Fresh\*

## SITE-BASED PIZZA PROGRAM

Smart Mouth Pizza

## WARE WASHING - CHEMICAL PRODUCTS AND SERVICES

AutoChlor Services, LLC  
Buckeye Cleaning Center –  
Houston  
Ecolab Inc.  
Portion Pac Chemical Corp.

\* Inquire for region availability

As of 1/10/14

Gulf Coast Food Co-op is now part of  
Choice Partners Cooperative

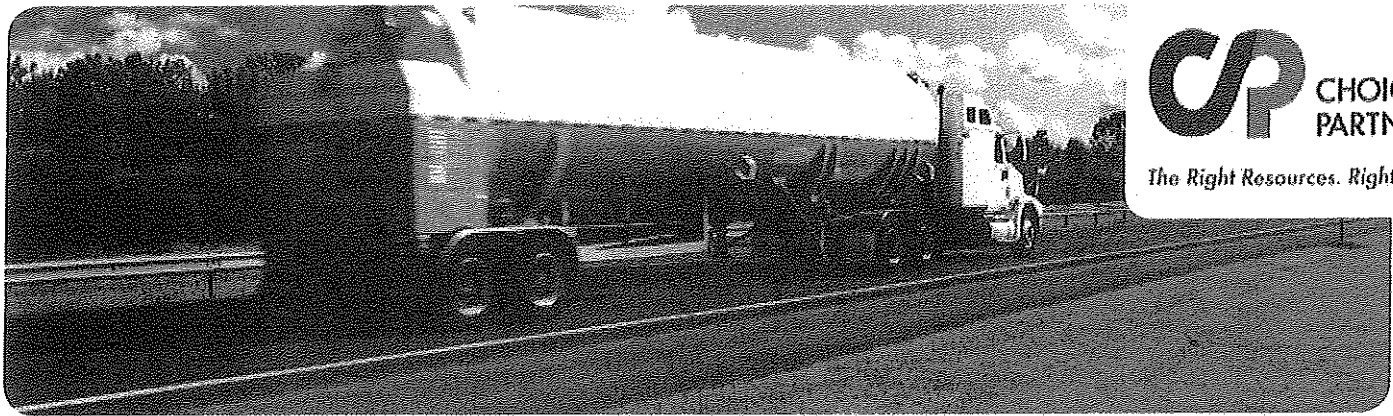
See many more awarded contract options at  
[www.choicepartners.org](http://www.choicepartners.org)

713.696.8243



6005 Westview Dr.  
Houston, TX 77055





## Pool your motor vehicle **fuel** and lubricant buying resources through the fuel contract with Choice Partners cooperative.

We have done the planning and procurement for fuel purchases, so your vehicles won't be left empty. We know schools and government agencies have to deliver services regardless of weather conditions! For the past seven years, members of the HCDE Purchasing Cooperative have counted on our fuel contract and have purchased millions of gallons of fuel (all grades) through the HCDE-awarded contract.

This state-wide program can be used by anyone in Texas. Pricing is set for the following major cities in Texas (for those cities not listed please call):

- Amarillo
- Brownsville
- Corpus Christi
- Houston
- Laredo
- Austin
- Beaumont
- Dallas/Fort Worth
- El Paso
- San Antonio



### Fuels contained in the contract are:

- Ultra Low Sulfur Diesel #2
- Red Dyed Diesel
- Bio Diesel (in some areas)
- Regular Unleaded: 87 octane
- Mid-Grade Unleaded 89 octane
- Premium Unleaded: 93 octane

### Lubricants contained in the contract are:

- Various Weights of Oils
- Antifreeze
- Automatic Transmission Fluid
- Brake Fluid/Cleaner
- Chassis Lube
- Various Greases

### Choose from the suppliers included in Contract #10/055DG Motor Vehicle Fuel and Lubricants:

#### Petroleum Wholesale, L.P.

(Fuel for Houston Area)  
8550 Technology Forest  
The Woodlands, TX, 77381  
Steve Groetken  
(P) 281/960-0542 (F) 281/681-7681  
sgroetken@petroleumwholesale.com

#### Sun Coast Resources, Inc.

(Fuel and Lubricants for Houston Area)  
6929 Cavalcade  
Houston, TX, 77028  
National Sales  
(P) 713/429-6702 (F) 713/429-8409  
national@suncoastresources.com

#### Sundance Fuels

(Fuel and Lubricants for Houston, Amarillo, Austin, Beaumont, Corpus Christi, and San Antonio Areas)  
27528 E. Hardy  
Spring, TX, 77373  
Richard Shepherd  
(P) 281/330-5174 (F) 281/353-4142  
grshep@suddenlink.net

#### Petroleum Traders

(Fuel for Houston, Amarillo, Austin, Corpus Christi, Dallas, and San Antonio Areas)  
7120 Pointe Inverness Way  
Fort Wayne, IN, 46804  
Gayle Newton  
(P) 800/348-3705 (F) 260/207-6347  
gnewton@petroleumtraders.com

For more information, please contact:

Derek Gillard, Assistant Director • 713-696-0786 • derek@choicepartners.org

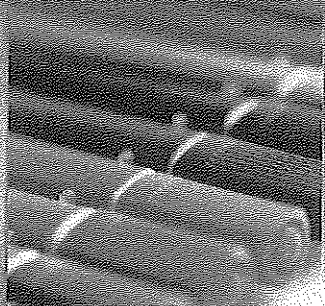
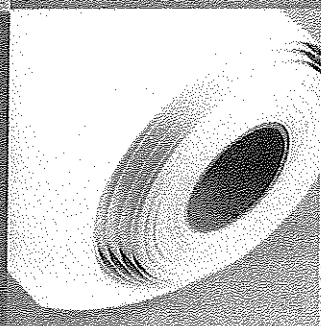
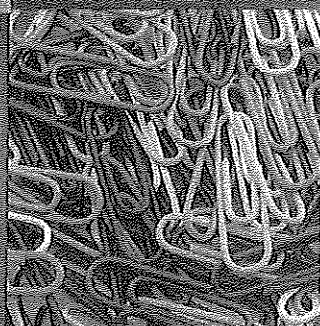
Learn more about our services at [www.choicepartners.org](http://www.choicepartners.org). We work for you!



More than 1,300  
competitively awarded line items  
*plus catalog discounts*



*The Right Resources. Right Now.*



2014  
2015

# Supply Catalog

ChoicePartners.org

Order from the Supply Catalog with contract pricing and hard bids from 33 vendors for:

- Art Supplies
- Athletic Supplies
- Classroom Teaching Supplies
- Janitorial Supplies
- Fine Papers
- Food Service Supplies
- Medical Supplies
- Office Supplies
- Technology Supplies

Contracts effective from April 1, 2014 – March 31, 2015

P: 713.696.8241

Toll Free: 866.696.8241

F: 713.696.0732

<http://www.choicepartners.org/pages/supplycatalog>





Received: \_\_\_\_\_

Commissioners' Agenda

Date: \_\_\_\_\_

Time: \_\_\_\_\_

## AGENDA ITEM REQUEST

### KENDALL COUNTY COMMISSIONERS COURT

#### COURT DATE:

☒ Regular Agenda :

7.14.14

☐ Supplemental Agenda: \_\_\_\_\_

☐ Special Agenda: \_\_\_\_\_

☐ Executive Session: \_\_\_\_\_

SUBJECT: Request for medical benefits by individual

REQUESTED BY: Michelle Lux, Benefits Coordinator

(Please print your name and title)

PHONE NUMBER/EXTENSION: 601

TIME NEEDED FOR PRESENTATION: 1 minute

WORDING OF AGENDA ITEM (Please write it the way you think it should appear) :

Consideration and action concerning a  
request for medical benefits by an  
employee