



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 9/12/2016

OPEN SESSION

SUBJECT	Commissioners Court Meeting Minutes
DEPARTMENT & PERSON MAKING REQUEST	County Clerk's Office Sally W. Peters, Deputy Clerk/Administrative Assistant
PHONE # OR EXTENSION #	830-249-9343, ext. 212
TIME NEEDED FOR PRESENTATION	1 minute
WORDING OF AGENDA ITEM	Consideration and action on approval of Minutes for August 22 & 26, 2016 and September 1 & 6, 2016.
REASON FOR AGENDA ITEM	To approve the Minutes from the previous Commissioners Court meetings.
IS THERE DOCUMENTATION	After approval, the minutes will be posted on the County website.
WHO WILL THIS AFFECT?	The public
ADDITIONAL INFORMATION	None



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 9/12/2016
OPEN SESSION

SUBJECT	Hunger Action Month Proclamation
DEPARTMENT & PERSON MAKING REQUEST	Darrel L. Lux, County Judge Mario Obledo, Chief of Government & Public Affairs, San Antonio Food Bank
PHONE # OR EXTENSION #	830-249-9343, ext 212
TIME NEEDED FOR PRESENTATION	3 minutes
WORDING OF AGENDA ITEM	Consideration and action on proclaiming the month of September as Hunger Action Month in Kendall County.
REASON FOR AGENDA ITEM	To help bring awareness and attention to the efforts to end hunger.
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Countywide
ADDITIONAL INFORMATION	None

PROCLAMATION

WHEREAS, Feeding America is the nation's leading domestic hunger-relief organization with a mission to feed and advocate for America's hungry through a nationwide network of member food banks; and

WHEREAS, the San Antonio Food Bank (SAFB) is a member of Feeding Texas and Feeding America and provides food and grocery products to more than 530 partner agencies in 16 counties throughout Southwest Texas; and

WHEREAS, the SAFB, Feeding Texas and Feeding America seek to engage citizens locally, statewide, and nationally in the fight to end hunger; and

WHEREAS, the SAFB, through their distribution partners in Kendall County, which include – Hill Country Family Services, Hill Country Daily Bread, Immanuel Lutheran Church, Wildlife Rescue & Rehabilitation, Kendall County Women's Shelter and Roy Maas Youth Alternatives Meadowland, serve many individuals and families in need every week; and

WHEREAS, food banks across the country and state, including the SAFB, will promote numerous events throughout the month of September to bring awareness and attention to encourage involvement in efforts to end hunger in their local communities by way of collaborative efforts, in this case with the Kendall County Food Policy Council and the Boerne Community Coalition (BCC).

NOW, THEREFORE, I, Darrel L. Lux, County Judge of Kendall County, Texas, do hereby declare the month of **September 2016**, to be

HUNGER ACTION MONTH

in Kendall County, Texas, and hereby encourage the citizens of Kendall County to make a difference through participating in efforts to end hunger.

Signed this 12th day of September 2016.

Darrel L. Lux
Kendall County Judge



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 9/12/2016
OPEN SESSION

SUBJECT	FY2016 Budget Adjustments
DEPARTMENT & PERSON MAKING REQUEST	County Auditor's Office Corinna Speer, County Auditor
PHONE # OR EXTENSION #	830-249-9343 Ext. # 240
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Consideration and action on the approval of FY2016 Budget Adjustments.
REASON FOR AGENDA ITEM	To correctly allocate funds needed in the budget.
IS THERE DOCUMENTATION	Yes Financial Transparency Link / County Auditor Web Page
WHO WILL THIS AFFECT?	Department Heads requesting adjustments
ADDITIONAL INFORMATION	None

TO: KENDALL COUNTY COMMISSIONER'S COURT

FROM: COUNTY AUDITOR'S OFFICE

DATE: SEPTEMBER 12, 2016

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 JUDGE'S BUDGET FOR OFFICE SUPPLY EXPENSES.

10-400-53100	OFFICE SUPPLIES	+	100
10-400-54270	CONFERENCE/TRAINING	-	100

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

10-404-53110	POSTAGE	+	475
10-404-54240	INTERNET SERVICES	+	5
10-404-54999	OTHER SERVICES & CHARGES	-	480

A BUDGET ADJUSTMENT IS NEEDED IN THE VETERANS SERVICE'S BUDGET FOR POSTAGE EXPENSES.

10-405-53110	POSTAGE	+	20
10-405-55510	DATA PROCESSING EQUIPMENT	-	20

A BUDGET ADJUSTMENT IS NEEDED IN THE DISTRICT COURT'S BUDGET FOR SPECIAL COURT REPORTER EXPENSES.

10-435-54089	SPECIAL COURT REPORTER	+	250
10-435-54079	TRANSCRIPTS	-	250

A BUDGET ADJUSTMENT IS NEEDED IN THE JUSTICE OF THE PEACE PRECINCT FOUR'S BUDGET FOR CONTRACT SERVICES EXPENSES.

10-458-54861	CONTRACT SERVICES	+	75
10-458-54850	JUROR EXPENSE	-	75

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

10-475-54270	CONFERENCE/TRAINING	+	30,832
10-475-55520	SOFTWARE	+	54,780
10-540-55130	CAPITAL PROJECTS - BUILDING CONSTR	-	85,612

TO: KENDALL COUNTY COMMISSIONER'S COURT

FROM: COUNTY AUDITOR'S OFFICE

DATE: SEPTEMBER 12, 2016

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 AUDITOR'S BUDGET FOR MISCELLANEOUS EXPENSES.

10-495-53100	OFFICE SUPPLIES	+	200
10-495-54210	CELLULAR PHONES	+	204
10-495-55510	DATA PROCESSING EQUIPMENT	-	404

A BUDGET ADJUSTMENT IS NEEDED IN THE TAX ASSESSOR/COLLECTOR'S BUDGET FOR POSTAGE EXPENSES.

10-499-53110	POSTAGE	+	1,500
10-499-54270	CONFERENCE/TRAINING	-	500
10-499-54620	LEASE - OFFICE EQUIPMENT	-	1,000

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

10-512-54270	CONFERENCE/TRAINING	+	14,720
10-512-55520	SOFTWARE	+	84,235
10-540-55130	CAPITAL PROJECTS - BUILDING CONSTR	-	98,955

A BUDGET ADJUSTMENT IS NEEDED IN THE RURAL FIRE DEPARTMENT'S BUDGET FOR ALLOCATIONS - SISTERDALE EXPENSES.

10-545-56515	ALLOCATIONS - SISTERDALE	+	14,420
10-540-55130	CAPITAL PROJECTS - BUILDING CONSTR	-	14,420

A BUDGET ADJUSTMENT IS NEEDED IN THE CONSTABLE PRECINCT TWO'S BUDGET FOR MISCELLANEOUS EXPENSES.

10-552-53110	POSTAGE	+	20
10-552-53360	UNIFORMS	+	150
10-552-53330	OPERATING	-	170

A BUDGET ADJUSTMENT IS NEEDED IN THE CONSTABLE PRECINCT THREE'S BUDGET FOR MISCELLANEOUS EXPENSES.

10-553-53330	OPERATING	+	300
10-553-54640	LEASE - IPADS	+	1
10-553-53300	FUEL & OIL	-	301

TO: KENDALL COUNTY COMMISSIONER'S COURT

FROM: COUNTY AUDITOR'S OFFICE

DATE: SEPTEMBER 12, 2016

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 CONSTABLE PRECINCT FOUR'S BUDGET FOR MISCELLANEOUS EXPENSES.

10-554-53100	OFFICE SUPPLIES	+	1,730
10-554-53330	OPERATING	+	200
10-554-53360	UNIFORMS	+	200
10-554-55900	OTHER CAPITAL OUTLAY	+	230
10-554-52020	GROUP INSURANCE	-	2,360

A BUDGET ADJUSTMENT IS NEEDED IN THE COUNTY SHERIFF'S BUDGET FOR UNIFORM EXPENSES.

10-560-53360	UNIFORMS	+	2,500
10-560-53300	FUEL & OIL	-	2,500

A BUDGET ADJUSTMENT IS NEEDED IN THE PARKS DEPARTMENT'S BUDGET FOR SMALL EQUIPMENT REPAIR & MAINTENANCE EXPENSES.

10-660-54531	SMALL EQUIP - REPAIR & MAINT	+	250
10-660-54500	BUILDINGS - REPAIR & MAINT	-	250

A BUDGET ADJUSTMENT IS NEEDED IN THE EXTENSION SERVICE'S BUDGET FOR MISCELLANEOUS EXPENSES.

10-665-53330	OPERATING	+	1,000
10-665-54930	4-H PROGRAMS	+	300
10-665-53300	FUEL & OIL	-	1,300

A BUDGET ADJUSTMENT IS NEEDED IN THE ROAD & BRIDGE DEPARTMENT'S BUDGET FOR MISCELLANEOUS EXPENSES.

11-620-54710	CONT SERV - POTHOLE REPAIR	+	3,595
11-620-54720	CONT SERV - SEAL COAT WORK	+	308,094
11-620-53300	FUEL & OIL	-	47,775
11-620-53602	STEEL PRODUCTS & CULVERTS	-	23,970
11-620-53603	SIGNS & BARRICADES	-	13,856
11-620-53604	CEMENT & READY MIX	-	6,481
11-620-53615	AGGREGATES & EMULSIONS	-	51,414
11-620-54540	VEHICLE - REPAIR & MAINT	-	15,000
11-620-54542	FLAT REPAIRS	-	6,583
11-620-54630	RENT - OTHER EQUIPMENT	-	2,500
11-620-54740	CONT SERV - NEW RD CONSTR	-	112,789
11-620-54861	CONTRACT SERVICES	-	9,961
11-620-54730	CONT SERV - CONCRETE WORK	-	21,360



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 9/12/2016
OPEN SESSION

SUBJECT	Accounts Payable Claims
DEPARTMENT & PERSON MAKING REQUEST	Auditor's Office Corinna Speer, County Auditor
PHONE # OR EXTENSION #	830-249-9343 Ext. 240
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Consideration and action on the approval of accounts payable claims for purchases, services and vendors.
REASON FOR AGENDA ITEM	To pay current accounts payable claims.
IS THERE DOCUMENTATION	Yes Financial Transparency Link / County Auditor Web Page
WHO WILL THIS AFFECT?	Departments that have AP claims
ADDITIONAL INFORMATION	None



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 9/12/2016 OPEN SESSION	
SUBJECT	Joint Election Agreement
DEPARTMENT & PERSON MAKING REQUEST	Elections / Staci Decker, Elections Administrator
PHONE # OR EXTENSION #	830-331-8704
TIME NEEDED FOR PRESENTATION	2 minutes
WORDING OF AGENDA ITEM	Consideration and action to approve the Joint Election Agreement for the November 8, 2016 General Election.
REASON FOR AGENDA ITEM	A Joint Elections Agreement is required to be signed when multiple entities have their election on the same day and agree to share locations, supplies, equipment, etc.
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Countywide
ADDITIONAL INFORMATION	None

EXHIBIT A

JOINT ELECTION AGREEMENT

between **Kendall County** and the following Local Political Subdivision (LPS):

Comfort Independent School District

This Agreement is entered into by and between the Kendall County Elections Administrator "ADMINISTRATOR" and the entities of Kendall County and Comfort Independent School District. They may be referred to, individually, as an "Entity" or, collectively, as the "Entities," acting by and through their duly appointed and qualified representatives, pursuant to Texas Election Code Section 271.002(a).

It is agreed that the Entities will hold an election on **Tuesday, November 8, 2016** (the "Joint Election") under the following terms and conditions:

I.

Each Entity shall share the expense of the Early Voting and Election Day polling locations consisting of on-site voting equipment, payroll of election workers, and other costs common to each Entities election, as applicable to the specific Entity and agreed upon by the election services contract. Each Entity understands they will appear on a joint ballot and use joint forms and election materials, which will better serve the voters.

II.

The Entities agree that the Kendall County Elections Administrator, Staci L. Decker, will serve as the Early Voting Clerk and the Central Count Station Manager for the **November 8, 2016** election.

III.

The Entities agree that a single ballot, containing all the measures and offices to be voted on at a particular polling place, shall be used in this Joint Election.

IV.

Each Entity is responsible for giving notice of their election pursuant to Section 4.003 of the Texas Election Code.

V.

ADMINISTRATOR will tabulate the ballots and provide each entity a Certification of Election Results along with the returns of the election.

VI.

Each Entity will be responsible for canvassing its respective precinct returns for the Joint Election.

VII.

If an Entity cancels its election pursuant to section 2.053 of the election code, that Entity shall promptly notify ADMINISTRATOR. Cancellation of an Entities election shall not void this agreement for any remaining Entity conducting an election on **Tuesday, November 8, 2016.**

VIII.

The undersigned persons are the duly authorized signatories of their Entities, and their signatures represent acceptance of the terms and conditions of this Agreement, as passed and approved by their respective governing bodies.

IX.

This Agreement may be executed in two or more counterparts. Together the counterparts shall be deemed an executed original instrument. An original signed copy of this agreement shall be provided to each entity who enters into contract with ADMINISTRATOR.

ENTITIES:

Approved by the **Board of Trustees of Comfort Independent School District**

on the ____ day of _____, 2016,

By: _____ Date: _____

**Leslie Vann, Superintendent
Comfort Independent School District**

Approved by the **Commissioners Court** on the ____ day of _____, 2016, and executed by its authorized representative.

By: _____ Date: _____

**Darrel L. Lux, County Judge
Kendall County**

ADMINISTRATOR:

Signed and agreed this ____ day of _____, 2016.

By: _____

**Staci L. Decker, Elections Administrator
Kendall County**



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 9/12/2016
OPEN SESSION

SUBJECT	Investment Policy
DEPARTMENT & PERSON MAKING REQUEST	Sheryl D'Spain Treasurer
PHONE # OR EXTENSION #	830-249-9343 ext 220
TIME NEEDED FOR PRESENTATION	2 minutes
WORDING OF AGENDA ITEM	Consideration and approval of the Investment Policy for 2016
REASON FOR AGENDA ITEM	This policy serves to satisfy the statutory requirements of the Local Government Code 116.112 and the Government Code Chapter 2256 to define and adopt a formal investment policy. This code requires this policy to be reviewed and adopted at least annually.
IS THERE DOCUMENTATION	No
WHO WILL THIS AFFECT?	Countywide
ADDITIONAL INFORMATION	None



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 9/12/2016
OPEN SESSION

SUBJECT	Sales Tax Report
DEPARTMENT & PERSON MAKING REQUEST	Treasurer's office Sheryl D'Spain
PHONE # OR EXTENSION #	830-249-9343 ext. 220
TIME NEEDED FOR PRESENTATION	2 minutes
WORDING OF AGENDA ITEM	Presentation of Sales Tax report
REASON FOR AGENDA ITEM	To report on the portion of sales tax reimbursed from the State Comptroller's office.
IS THERE DOCUMENTATION	Yes, the report is on the County Website under departments, County Treasurer
WHO WILL THIS AFFECT?	Countywide
ADDITIONAL INFORMATION	None



Sheryl D'Spain

Kendall County Treasurer

201 E. San Antonio, Suite 302 • Boerne, TX. 78006

830-249-9343 ext. 220 • Fax 830-249-9340

sheryl.dspain@co.kendall.tx.us

September 12, 2016

TO: Honorable Darrel Lux, County Judge
Honorable Mike Fincke, Commissioner, Pct. 1
Honorable Richard Elkins, Commissioner, Pct. 2
Honorable Tommy Pfeiffer, Commissioner, Pct. 3
Honorable Chad Carpenter, Commissioner, Pct. 4

RE: Comparison report for the collection of sales tax in Kendall County

In August, Kendall County received collections of \$ 294,827.80 for the month of June 2016. This figure is up 0 % from June collections the previous year. Our year-to-date collections are \$ 2,104,744.17 an increase of 7.26 % from last year.

A handwritten signature in cursive script that reads "Sheryl D'Spain".

Sheryl D'Spain
Treasurer

Sales Tax Report 2016

Sales tax collection for month	Month collection received	Sales Tax Collection 2015	Sales Tax Collection 2016	% change from 2015	% change from previous month collection	2015 sales tax collections Year to date	2016 sales tax collections year to date	% change from 2015
Nov 2015	JANUARY 2016	230,013.56	247,477.61	13.87%	8%	230,013.56	247,477.61	7.59%
Dec 2015	FEBRUARY 2016	303,520.45	316,384.47	4.23%	4%	533,534.01	563,862.08	5.68%
Jan 2016	MARCH 2016	209,022.49	232,802.00	11.37%	-26%	742,556.50	796,664.08	7.28%
Feb 2016	APRIL 2016	204,156.87	212,219.57	3.94%	-9%	946,713.37	1,008,883.65	6.56%
Mar 2016	MAY 2016	260,450.72	274,523.08	5.40%	29%	1,207,164.09	1,283,406.73	6.31%
Apr 2016	JUNE 2016	237,537.22	243,035.55	2.31%	-12.96%	1,444,701.31	1,526,442.28	5.35%
May 2016	JULY 2016	222,656.12	283,474.09	27.31%	16.64%	1,667,357.43	1,809,916.37	8.54%
Jun 2016	AUGUST 2016	294,856.33	294,827.80	0%	4.01%	1,962,213.76	2,104,744.17	7.26%
Jul 2016	SEPTEMBER 2016	248,143.45				2,210,357.21		
Aug 2016	OCTOBER 2016	218,160.02				2,428,517.23		
Sep 2016	NOVEMBER 2016	239,871.97				2,668,389.20		
Oct 2016	DECEMBER 2016	253,467.97				2,921,857.17		

Total Sales Tax Revenue in Previous Years

2015 \$2,921,857.17
 2014 \$2,771,178.56
 2013 \$2,476,461.25
 2012 \$2,309,641.11

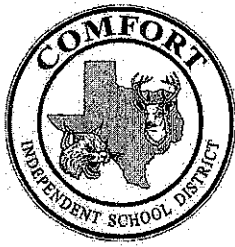
**covering payments from Nov 2015-Oct 2016



**KENDALL COUNTY COMMISSIONERS COURT
AGENDA REQUEST**

**COMMISSIONER COURT DATE: 9/12/2016
OPEN SESSION**

SUBJECT	Comfort Homecoming Bonfire
DEPARTMENT & PERSON MAKING REQUEST	Darrel L. Lux, County Judge Chad Carpenter, Commissioner Pct 4
PHONE # OR EXTENSION #	830-249-9343
TIME NEEDED FOR PRESENTATION	3 minutes
WORDING OF AGENDA ITEM	Consideration and action concerning the Comfort Athletic Booster Club's request to use Faltin Field in Comfort for the annual Homecoming Bonfire on Wednesday, September 21, 2016.
REASON FOR AGENDA ITEM	The Comfort Athletic Booster Club needs permission to use County property.
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Comfort area
ADDITIONAL INFORMATION	None



COMFORT INDEPENDENT SCHOOL DISTRICT

Mr. Leslie Vann, Superintendent
327 High Street
P.O. Box 398
Comfort TX 78013

Telephone (830)995-6400
Facsimile (830)995-2236
E-Mail leslie.vann@comfort.txed.net
Web www.comfort.txed.net

September 6, 2016

Darrel Lux
County Judge – Kendall County
201 E San Antonio St. Suite 122
Boerne, Tx 78006

Dear Judge Lux,

I am writing this letter on behalf of the Comfort Athletic Booster Club. The organization will be hosting the annual homecoming bonfire scheduled for Wednesday, September 21 2016. The club is requesting use of Faltin Filed in Comfort for the Homecoming Bonfire.

Thank you for your consideration. If I can assist you in any way, please contact me.

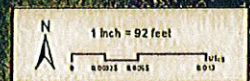
Sincerely,

Leslie Vann
Superintendent
Comfort ISD

Cc: K. Kuenstler, Larry Thayn



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**KENDALL COUNTY COMMISSIONERS COURT
AGENDA REQUEST**

COMMISSIONER COURT DATE: 9/12/2016 OPEN SESSION	
SUBJECT	Burn Ban
DEPARTMENT & PERSON MAKING REQUEST	Darrel L. Lux, County Judge Jeffery Fincke, Fire Marshal
PHONE # OR EXTENSION #	830-249-9343, ext. 213
TIME NEEDED FOR PRESENTATION	3 minutes
WORDING OF AGENDA ITEM	Consideration and action on the burn ban (Authority Section 352.081, Local Government Code).
REASON FOR AGENDA ITEM	To determine whether or not there is a need for a ban on burning
IS THERE DOCUMENTATION	No
WHO WILL THIS AFFECT?	Countywide
ADDITIONAL INFORMATION	None



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 9/12/2016 OPEN SESSION	
SUBJECT	Sheriff and Constable Fees for 2017
DEPARTMENT & PERSON MAKING REQUEST	County Judge Darrel L. Lux
PHONE # OR EXTENSION #	830-249-9343 ext. 213
TIME NEEDED FOR PRESENTATION	2 minutes
WORDING OF AGENDA ITEM	Consideration and action to set the Sheriff and Constable fees for 2017.
REASON FOR AGENDA ITEM	To review the existing fees and then set them for 2017 as per Texas Local Government Code Section 118.131.
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	County offices and the public
ADDITIONAL INFORMATION	None



GLENN HEGAR
TEXAS COMPTROLLER
OF PUBLIC ACCOUNTS

2016 SHERIFFS' & CONSTABLES' FEES

KENDALL COUNTY

2017

Suggested Fee

Notices:

Subpoenas	.....	\$60.00	\$ 75.00
Summons	.....	\$60.00	\$ 75.00
Orders of Sale	.....	\$200.00	
Forcible Detainer	.....	\$60.00	\$ 75.00
All Writs	.....	\$200.00	
All Citations	.....	\$60.00	\$ 75.00
Order Authorizing Entry and Retrival of Personal Property	.....	\$200.00	

(Requires a peace officer to accompany person
retrieving property)

For each Livestock Estray - Sheriff's Fee:

Hauling (forsingle load) \$110.00

Feed, per day/per head:

for cattle	.....	\$15.00
for horses/mules	.....	\$15.00
for goats/sheep	.....	\$10.00
for hogs	.....	\$10.00

Catch Fee for contained area/per
head \$25.00

additional fee if horse is required
to catch estray \$100.00

County fee/per head \$25.00

Collecting money on an Execution of Order of Sale:

when the same is made by a sale,
10 percent of the first \$10,000;
all sums over \$10,000, but not exceeding
\$15,000 is 6 percent;
all sums over \$15,000, but not exceeding
\$25,000 is 3 percent;
all sums exceeding \$25,000 is 2 percent;
when the money is collected by sheriff or
constable without a sale but levied upon, half of
the above rates shall be allowed.

Sheriff/Constable/Deputy may
charge a fee per officer after the
first two hours for an Eviction,
Forcible Detainer, or any writ
served & or executed by the
departments \$30.00

County & District Court Fees:

Temporary Restraining Order	.....	\$75.00
Temporary Protective Order	.....	\$75.00

Justice Court Service Fees:

All Citations	.....	\$60.00	<u>Suggested Fee</u> \$ 75.00
Subpoena-Civil	.....	\$60.00	\$ 75.00
All Writs	.....	\$200.00	
Order of Sale	.....	\$200.00	
Temporary Restraining Order	.....	\$75.00	

Address

County Clerk Courthouse, 201 East San Antonio
Street #127, Boerne, TX 78006, phone 830-249-
9343, extension 230.



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 9/12/2016
OPEN SESSION

SUBJECT	Traffic Regulations
DEPARTMENT & PERSON MAKING REQUEST	Darrel L. Lux, County Judge
PHONE # OR EXTENSION #	830-249-9343
TIME NEEDED FOR PRESENTATION	Public Hearing
WORDING OF AGENDA ITEM	<p>Public Hearing (9:30 a.m.) – Pursuant to Transportation Code section 251.152, the Court will receive comments from the public regarding the proposed order regulating vehicular traffic on the following county roads:</p> <p><u>Precinct 2</u>--Add stop signs on Joe Klar Road, both directions, at the intersection with Coveney Trail</p> <p><u>Precinct 3</u>--Change the existing No Parking Zone on Edge Falls Road at Curry Creek to a No Parking Tow Away Zone</p> <p><u>Precinct 4</u>--Crosswalk across Alamo Road, 89 feet from Old No. 9 Hwy; No Parking Zones on Alamo Road (1) 89 feet from Old No. 9 Hwy extending 486 feet east on the south side of the road and (2) 89 feet from Old No. 9 Hwy, extending 546 feet east on the north side of the road; No Parking Zone, 435 feet on both sides of Old No. 9 Highway, from the intersection of Alamo Road South and from the intersection of Alamo Road North</p>
REASON FOR AGENDA ITEM	Transportation Code section 251.152 provides that before the Commissioners Court issues a traffic regulation under the Code, the Court must hold a public hearing concerning the proposed regulation. Notices were published August 26, 2016 and September 2, 2016 in The Boerne Star.
IS THERE DOCUMENTATION	No
WHO WILL THIS AFFECT?	Operators of motor vehicles on county roads.
ADDITIONAL INFORMATION	The list for the proposed locations for signs has been on the County website and available in the Development Management Office since August 26, 2016.



**KENDALL COUNTY COMMISSIONERS COURT
AGENDA REQUEST**

COMMISSIONER COURT DATE: 9/12/2016
OPEN SESSION

SUBJECT	Traffic Regulations
DEPARTMENT & PERSON MAKING REQUEST	Darrel L. Lux, County Judge
PHONE # OR EXTENSION #	830-249-9343, ext 213
TIME NEEDED FOR PRESENTATION	5 minutes
WORDING OF AGENDA ITEM	Consideration and action to adopt Kendall County Order No. 09-12-2016B pursuant to Transportation Code Section 251.151, for the purpose of regulating vehicular traffic on county roads.
REASON FOR AGENDA ITEM	Safety and traffic flow
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Operators of motor vehicles on county roads.
ADDITIONAL INFORMATION	None

**STATE OF TEXAS
KENDALL COUNTY**

KENDALL COUNTY ORDER NO. 09-12-2016B

ORDER REGULATING TRAFFIC IN THE UNINCORPORATED AREA OF KENDALL COUNTY

WHEREAS, THE COMMISSIONERS COURT OF KENDALL COUNTY HAS THE AUTHORITY TO REGULATE TRAFFIC ON COUNTY ROADS PURSUANT TO SECTION 251.151, TRANSPORTATION CODE;

NOW THEREFORE, THE FOLLOWING ORDER REGULATING TRAFFIC ON COUNTY ROADS IS ADOPTED AND EFFECTIVE ON THE DATES INDICATED:

SECTION 1. PUBLIC NOTICE AND HEARING: PRIOR TO ADOPTING THIS ORDER, THE COMMISSIONERS COURT PUBLISHED NOTICE AND CONDUCTED A PUBLIC HEARING IN ACCORDANCE WITH SECTION 251.152, TRANSPORTATION CODE.

SECTION 2. FINDINGS: THE COMMISSIONERS COURT FINDS THAT THE FOLLOWING TRAFFIC REGULATIONS ARE NECESSARY FOR THE PUBLIC SAFETY:

SECTION 3. REGULATIONS

1. STOP SIGNS SHALL BE POSTED AT THE INTERSECTION AS INDICATED ON EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN FOR ALL PURPOSES.
2. NO PARKING ZONE SIGNS AND NO PARKING TOW AWAY ZONE SIGNS SHALL BE POSTED AT THE LOCATIONS INDICATED ON EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN FOR ALL PURPOSES.
3. CROSSWALK SHALL BE ESTABLISHED AT THE LOCATION INDICATED ON EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN FOR ALL PURPOSES.

SECTION 4. POSTING/REMOVAL: THE ROAD AND BRIDGE DEPARTMENT IS DIRECTED TO PREPARE AND POST APPROPRIATE SIGNAGE REGULATING TRAFFIC AS ADOPTED HEREIN AND/OR REMOVE SIGNAGE AS INDICATED HEREIN.

SECTION 5. EFFECTIVE DATE: THIS ORDER IS EFFECTIVE IMMEDIATELY. THE REGULATIONS ADOPTED HEREIN SHALL BECOME EFFECTIVE WHEN APPROPRIATE SIGNS GIVING NOTICE OF THE TRAFFIC REGULATIONS ARE INSTALLED.

SECTION 6. PENALTIES: A VIOLATION OF THIS ORDER IS A CLASS C MISDEMEANOR PUNISHABLE BY A FINE OF UP TO \$200.00.

SECTION 7. REPEAL OF CONFLICTING ORDERS: ALL PRIOR ORDERS ADOPTED BY THE COMMISSIONERS COURT OF KENDALL COUNTY WHICH ARE IN CONFLICT WITH THIS ORDER ARE HEREBY REPEALED.

SECTION 8. SEVERABILITY: SHOULD ANY PROVISION OF THIS ORDER BE HELD INVALID, VOID OR UNENFORCEABLE BY A COURT OF COMPETENT JURISDICTION, SUCH INVALID, VOID OR UNENFORCEABLE PROVISION SHALL BE SEVERED FROM THIS ORDER AND THE REMAINING AND UNAFFECTED PROVISIONS OF THIS ORDER SHALL REMAIN IN FULL FORCE AND EFFECT.

ADOPTED BY THE COMMISSIONERS COURT OF KENDALL COUNTY, TEXAS ON THE 12TH DAY OF SEPTEMBER 2016.

DARREL L. LUX
COUNTY JUDGE, KENDALL COUNTY, TEXAS

ATTEST:

DARLENE HERRIN
COUNTY CLERK, KENDALL COUNTY, TEXAS

EXHIBIT "A"
(KENDALL COUNTY ORDER NO. 09-12-2016)

Precinct 2:

Add stop signs on Joe Klar Road, both directions, at the intersection with Coveney Trail

Precinct 3:

Change the existing No Parking Zone on Edge Falls Road at Curry Creek to a No Parking Tow Away Zone

Precinct 4:

Crosswalk across Alamo Road, 89 feet from Old No. 9 Hwy

No Parking Zones on Alamo Road (1) 89 feet from Old No. 9 Hwy extending 486 feet east on the south side of the road and (2) 89 feet from Old No. 9 Hwy, extending 546 feet east on the north side of the road

No Parking Zone, 435 feet on both sides of Old No. 9 Highway, from the intersection of Alamo Road South and from the intersection of Alamo Road North



**KENDALL COUNTY COMMISSIONERS COURT
AGENDA REQUEST**

COMMISSIONER COURT DATE: 9/12/2016
OPEN SESSION

SUBJECT	FY17 Proposed Budget Public Hearing
DEPARTMENT & PERSON MAKING REQUEST	County Auditor's Office Corinna Speer, Auditor
PHONE # OR EXTENSION #	830-249-9343 Ext. 240
TIME NEEDED FOR PRESENTATION	Public Hearing
WORDING OF AGENDA ITEM	Public Hearing (9:45 a.m.) - The Court will receive comments from the public regarding the Fiscal Year 2017 Proposed Budget.
REASON FOR AGENDA ITEM	Required public hearing on the FY17 Proposed Budget.
IS THERE DOCUMENTATION	No
WHO WILL THIS AFFECT?	The general public.
ADDITIONAL INFORMATION	None



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 9/12/2016
OPEN SESSION

SUBJECT	Adoption of the Fiscal Year 2017 Budget
DEPARTMENT & PERSON MAKING REQUEST	County Auditor's Office Corinna Speer, Auditor
PHONE # OR EXTENSION #	830-249-9343 Ext. 240
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Consideration and action to adopt the Fiscal Year 2017 Budget.
REASON FOR AGENDA ITEM	Adopt the Fiscal Year 2017 Budget
IS THERE DOCUMENTATION	The Fiscal Year 2017 Proposed Budget is on file in the County Clerk's office and posted on the county's website under the Financial Transparency tab.
WHO WILL THIS AFFECT?	The general public.
ADDITIONAL INFORMATION	None



**KENDALL COUNTY COMMISSIONERS COURT
AGENDA REQUEST**

**COMMISSIONER COURT DATE: 9/12/2016
OPEN SESSION**

SUBJECT	Adoption of County Property Tax Rate
DEPARTMENT & PERSON MAKING REQUEST	Tax Office- James Hudson, Tax Assessor-Collector
PHONE # OR EXTENSION #	830-249-9343 EXT 271
TIME NEEDED FOR PRESENTATION	5 - 10 Minutes
WORDING OF AGENDA ITEM	10:00 AM Consideration and action to adopt a 2016 County Property Tax Rate of \$.4127 per \$100. taxable value, being \$.346487 for Maintenance and Operations and \$.066213 for Debt Service.
REASON FOR AGENDA ITEM	To adopt tax rate
IS THERE DOCUMENTATION	No
WHO WILL THIS AFFECT?	All
ADDITIONAL INFORMATION	This item must be after adoption of the budget.



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 9/12/2016 OPEN SESSION	
SUBJECT	Discounts for early payment of Taxes
DEPARTMENT & PERSON MAKING REQUEST	Tax Office - James Hudson Tax Assessor-Collector
PHONE # OR EXTENSION #	830-249-9343 EXT 271
TIME NEEDED FOR PRESENTATION	3 Minutes
WORDING OF AGENDA ITEM	Consideration and action to adopt discounts for early payment of County Property Taxes. 3% discount if paid in October, 2% if paid in November, and 1% if paid in December.
REASON FOR AGENDA ITEM	Adopt discounts
IS THERE DOCUMENTATION	No
WHO WILL THIS AFFECT?	All
ADDITIONAL INFORMATION	None



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 9/12/2016
OPEN SESSION

SUBJECT	NRCS Emergency Watershed Protection
DEPARTMENT & PERSON MAKING REQUEST	Development Management - Richard Tobolka
PHONE # OR EXTENSION #	830-249-9343 Ext. 250
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Consideration and action an authorizing the County Judge to sign required forms for execution of a Emergency Watershed Protection grant through NRCS for damage resulting from the May 2015 flood.
REASON FOR AGENDA ITEM	NRCS Emergency Watershed Protection
IS THERE DOCUMENTATION	No
WHO WILL THIS AFFECT?	Kendall County
ADDITIONAL INFORMATION	None



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 9/12/2016 OPEN SESSION	
SUBJECT	Amending Plat Comfort Outlots 59 & 76
DEPARTMENT & PERSON MAKING REQUEST	Development Management - Richard Tobolka
PHONE # OR EXTENSION #	830-249-9343 Ext. 250
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Consideration and action on an Amending Plat creating Outlot 59A and Outlot 76A, Town of Comfort, Kendall County, Texas in accordance to section 209 of the Kendall County Development Rules and Regulations. The purpose of the Amending plat is to relocate a common lot line between the two tracts (Karen F. Driskill)
REASON FOR AGENDA ITEM	Amending Plat Comfort Outlots 59 & 76
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Pct #4
ADDITIONAL INFORMATION	None

LOT 60 A
MEN OF COMFORT
VOLUME 3 PAGE 301
PLAT RECORDS

N 00°31'15" W 1472.07'
(N 01°08' W 1474.3' RECORD)

FOUND STEEL ROD
WITH AN ORANGE "MDS
SURVEY" PLASTIC CAP




UNIT 10

FOUND STEEL ROD
WITH AN ORANGE "MOS
BURY" PLASTIC CAP

PART OF COMFORT
OUTLOTS 76
BANDERA ELECTRIC COOPERATIVE, INC.
VOLUME 138 PAGES 712-714
DEED RECORDS - 1,928 ACRES

NORTH
SCALE: 1" = 100'

LEGEND:

	TELEPHONE PEDESATL
PP 	POWER POLE
—OHU—	OVERHEAD UTILITIES
	WIRE FENCE
	CHAINLINK FENCE

PART OF COMFORT
OUTLOTS 76

DENIS GAINES AND WIFE,
PATRICIA J. GAINES
VOLUME 412 PAGES 304-306
OFFICIAL RECORDS

S 89°58'03" E 389.42'
(N 89°28' E 389.9' RECORD)

FOUND STEEL ROD
WITH AN ORANGE "MOS
SUEY" PLASTIC CAP

N 00°08'28" E 725.92'
(N 00°28' W 726.0' RECORD)

FOUND 3/4"

PART OF OUTLOT 59

TOWN OF COMFORT
VOLUME 56 PAGE 182A
DEED RECORDS

30.267 ACRES

OWNER: KAREN FAY DRISKILL
VOLUME 334 PAGES 785-788
OFFICIAL RECORDS - 43.65 ACRES

PART OF OUTLOT 78

TOWN OF COMFORT
VOLUME 58 PAGE 182A
DEED RECORDS

15,356 ACRES

OWNER: KAREN FAY DRISKILL
VOLUME 334 PAGES 795-798
OFFICIAL RECORDS - 45.65 ACRES

TEXAS DEPARTMENT OF
TRANSPORTATION
CHANNEL EASEMENT
VOLUME 80 PAGES 78-77
DEED RECORDS - 0.184 ACRES

TEXAS DEPARTMENT OF
TRANSPORTATION
CHANNEL EASEMENT
VOLUME 80 PAGES 76-77
DEED RECORDS - 0.230 ACRES

S 00°29'57" E 2089.15'
(S 01°05' E 2091.0' RECORD)

200' RIGHT-OF-WAY
PER TEXAS
DEPARTMENT OF
TRANSPORTATION MAPS

U.S. HIGHWAY NO. 87

S 45°09'25" E
142.09'
(S 45°34' E
145.1' RECORD)

NORTH CREEK ROAD

89°42'52" E 541.13'




EXISTING PLAT OF:

PART OF OUTLOT 59, CONTAINING 30.267 ACRES
AND PART OF OUTLOT 76, CONTAINING 15.356
ACRES, TOWN OF COMFORT RECORDED IN VOLUME
56, PAGE 182A, DEED RECORDS, KENDALL
COUNTY, TEXAS AND ALSO BEING THAT CERTAIN
45.65 ACRE TRACT RECORDED IN VOLUME 334,
PAGES 795-796, OFFICIAL RECORDS, KENDALL
COUNTY, TEXAS.

LOT 60 A
TOWN OF COMFORT
VOLUME 3 PAGE 3
PLAT RECORDS

PART OF COMFORT
OUTLOTS 76
BANDERA ELECTRIC COOPERATIVE, INC.
VOLUME 138 PAGES 712-714
DEED RECORDS - 1988 ACRES

LEGEND:

	TELEPHONE PEDESATL
PP 	POWER POLE
—OHU—	OVERHEAD UTILITIES
	WIRE FENCE
	CHAINLINK FENCE

PART OF COMFORT
OUTLOTS 76

DENIS GAINES AND WIFE,
PATRICIA J. GAINES
VOLUME 412 PAGES 304-306
OFFICIAL RECORDS

OUTLOT 76A
23.623 ACRES

TEXAS DEPARTMENT OF
TRANSPORTATION
CHANNEL EASEMENT
VOLUME 80 PAGES 78-77
DEED RECORDS - 0.184 ACRES

TEXAS DEPARTMENT OF
TRANSPORTATION
CHANNEL EASEMENT
VOLUME 80 PAGES 76-77
DEED RECORDS - 0.230 ACRES

200' RIGHT-OF-WAY
PER TEXAS
DEPARTMENT OF
TRANSPORTATION MAPS

U.S. HIGHWAY NO. 87

SHEET 3 OF 3

ESTABLISHING OUTLOT 59A, CONTAINING 22.000 ACRES AND
OUTLOT 76A, CONTAINING 23.623 ACRES OUT OF THE J.M.
REGALADO SURVEY NO. 27, ABSTRACT NO. 393, KENDALL
COUNTY, TEXAS AND BEING PART OF OUTLOT 59 AND PART OF
OUTLOT 76, TOWN OF COMFORT RECORDED IN VOLUME 56, PAGE
182A, DEED RECORDS, KENDALL COUNTY, TEXAS AND ALSO BEING
THAT CERTAIN 45.65 ACRES TRACT RECORDED IN VOLUME 33A,
PAGES 795-796, OFFICIAL RECORDS, KENDALL COUNTY, TEXAS.



**KENDALL COUNTY COMMISSIONERS COURT
AGENDA REQUEST**

COMMISSIONER COURT DATE: 9/12/2016 OPEN SESSION	
SUBJECT	Amending Plat Lot 50A & 50B. The Reserve at Falling Water
DEPARTMENT & PERSON MAKING REQUEST	Development Management - Richard Tobolka
PHONE # OR EXTENSION #	830-249-9343 Ext. 250
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Consideration and action on an Amending Plat of Lots 50A and 50B, Block 1, and a portion of Lot 1001, Block 2, known as Camino Del Reserve North, The Reserve at Falling Water, Kendall County, Texas, creating Lots 50A-1 and 50B-1 in accordance to section 209 of the Kendall County Development Rules and Regulations. The purpose of the Amending Plat is to relocate lot lines (Calvin & Cathy Bench, Cabazon Holdings LLC).
REASON FOR AGENDA ITEM	Amending Plat Lot 50A & 50B. The Reserve at Falling Water
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Pct #4
ADDITIONAL INFORMATION	None

EXISTING PLAT OF:

LOTS 50A AND 50B, BLOCK 1, THE RESERVE
AT FALLING WATER RECORDED IN VOLUME 4,
PAGES 397-399, PLAT RECORDS, KENDALL
COUNTY, TEXAS

NORTH
SCALE: 1" = 100'

- LEGEND:**
- ⊙ PROPAANE LID (BURIED TANK)
 - ⊠ ELECTRIC METER
 - ⊠ TELEPHONE PEDSANT
 - ⊠ WATER METER
 - PP ○ POWER POLE
 - OHU — OVERHEAD UTILITIES
 - X — WIRE FENCE
 - W — WOOD FENCE

LOT 51
BLOCK 1
THE RESERVE AT FALLING WATER
VOLUME 4 PAGES 218-219
PLAT RECORDS

LOT 50B
BLOCK 1
THE RESERVE AT FALLING WATER
VOLUME 4 PAGES 397-399
PLAT RECORDS
24.706 ACRES

LOT 50A
BLOCK 1
THE RESERVE AT FALLING WATER
VOLUME 4 PAGES 397-399
PLAT RECORDS
17.515 ACRES

CLOSED LANDFILL
SITE #U337
1.6 ACRES

PAUL C. WENDENFELD
VOLUME 1084 PAGES 240-243
OFFICIAL RECORDS
48.278 ACRES

U.S. HIGHWAY NO. 87
(RIGHT-OF-WAY VASES PER
TEXAS DEPARTMENT OF
TRANSPORTATION MAPS)

AMENDING PLAT ESTABLISHING

LOT 50A-1, BLOCK 1, CONTAINING 17.509 ACRES
AND LOT 50B-1, BLOCK 1, CONTAINING 24.705
ACRES, THE RESERVE AT FALLING WATER, KENDALL
COUNTY, TEXAS.

LEGEND:

- ⊙ PROPAANE LID (BURIED TANK)
- ⊠ ELECTRIC METER
- ⊡ TELEPHONE PEDESTAL
- ⊞ WATER METER
- PP ♂ POWER POLE
- OHU OVERHEAD UTILITIES
- WIRE FENCE
- WOOD FENCE
- FR FOUND 1/2" STEEL ROD
- FR-V FOUND STEEL ROD WITH A RED "V" OR "LOADED SURVEYING" PLASTIC CAP
- SR SET 1/2" STEEL ROD WITH AN ORANGE "RPLS 5207" PLASTIC CAP

SCALE: 1" = 100'

LOT 51
BLOCK 1

THE RESERVE AT FALLING WATER
VOLUME 4 PAGES 216-218
PLAT RECORDS

LOT 50B-1
BLOCK 1
24.705 ACRES

LOT 50A-1
BLOCK 1
17.509 ACRES
(17.138 ACRES NET)
SEE NOTE 13

PAUL C. WIENDENFELD
VOLUME 1084 PAGES 240-243
OFFICIAL RECORDS
46.279 ACRES

U.S. HIGHWAY NO. 87

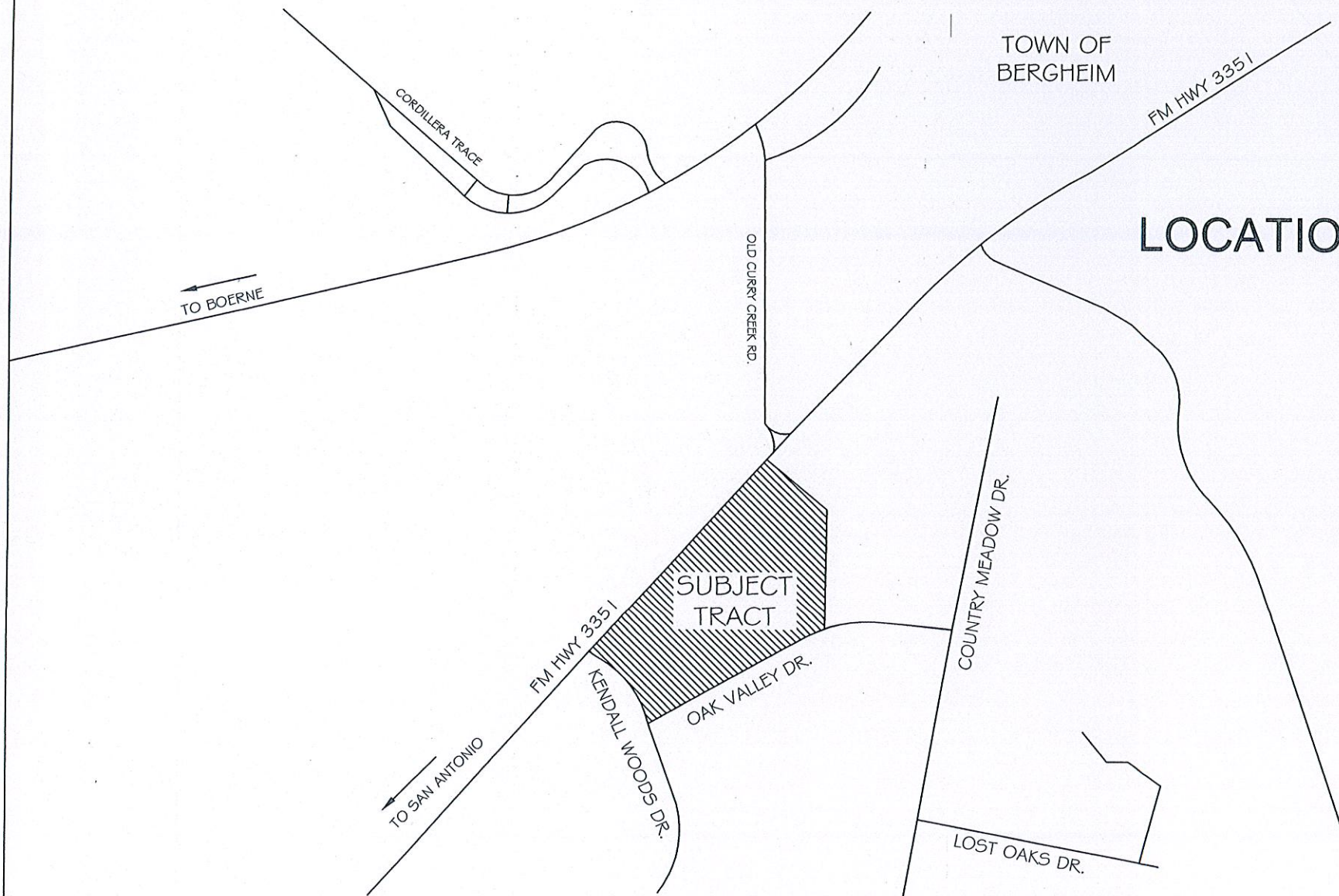
SHEET 3 OF 3



**KENDALL COUNTY COMMISSIONERS COURT
AGENDA REQUEST**

COMMISSIONER COURT DATE: 9/12/2016
OPEN SESSION

SUBJECT	Amending Plat of Lots 1A-1, 2A, and 34 Kendall Woods Estates Unit 2
DEPARTMENT & PERSON MAKING REQUEST	Development Management - Richard Tobolka
PHONE # OR EXTENSION #	Ext. 250
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Consideration and action on an Amending Plat of Lot 1A-1, Lot 2A and Lot 34, Kendall Woods Estates, Unit 2, Kendall County, Texas in accordance to section 209 of the Kendall County Development Rules and Regulations creating Lots 2A-1 and 34A. (Claude H. & Linda S. Flick)
REASON FOR AGENDA ITEM	Amending Plat of Lots 1A-1, 2A, 34 Kendall Woods Estates Unit 2
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Pct #3
ADDITIONAL INFORMATION	None



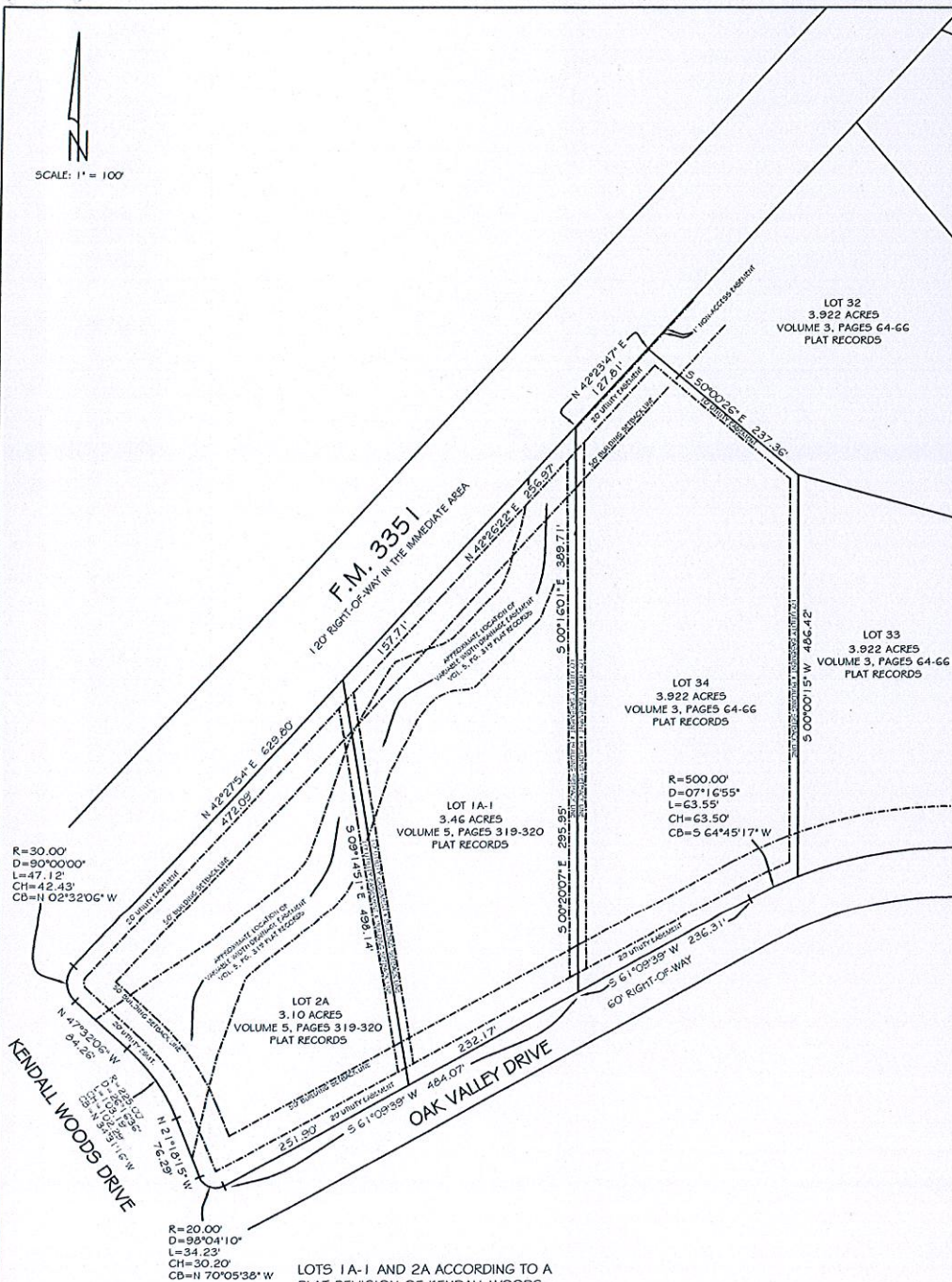
LOCATION MAP



N.T.S.



SCALE: 1" = 100'



EXISTING

- AS RECORDED

LOTS 1A-1 AND 2A ACCORDING TO A PLAT REVISION OF KENDALL WOODS ESTATES RECORDED IN VOLUME 5, PAGES 319-320, PLAT RECORDS, KENDALL COUNTY, TEXAS AND LOT 34, KENDALL WOODS ESTATES UNIT 2 RECORDED IN VOLUME 3, PAGES 64-66, PLAT RECORDS, KENDALL COUNTY, TEXAS.

CURVE TABLE

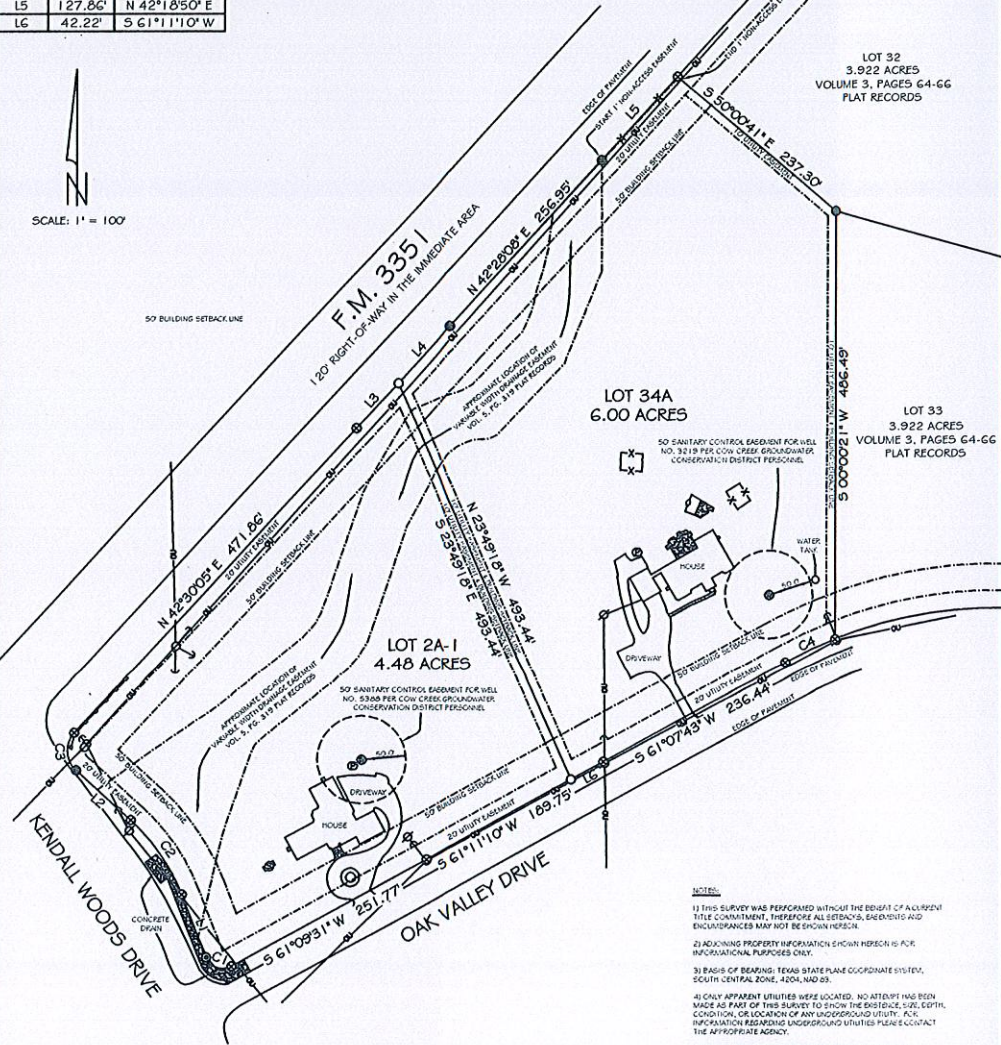
CURVE	RADIUS	DELTA	ARC	BEARING	CHORD
C1	20.00	97°57'00"	34.19	N 70°12'22" W	30.18
C2	225.00	26°15'11"	103.10	N 34°26'14" W	102.20
C3	30.00	90°26'10"	47.35	N 02°49'16" W	42.59
C4	500.00	07°17'15"	63.60	S 64°50'58" W	63.55

LINE TABLE

LINE	DISTANCE	BEARING
L1	76.31'	N 21°17'49" W
L2	84.40'	N 47°31'53" W
L3	69.55'	N 42°28'41" E
L4	88.17'	N 42°28'41" E
L5	127.86'	N 42°18'50" E
L6	42.22'	S 61°11'10" W



SCALE: 1" = 100'



AMENDED

- AS SURVEYED

LOTS 2A-1 AND 34A KENDALL WOODS ESTATES IN KENDALL COUNTY, TEXAS.

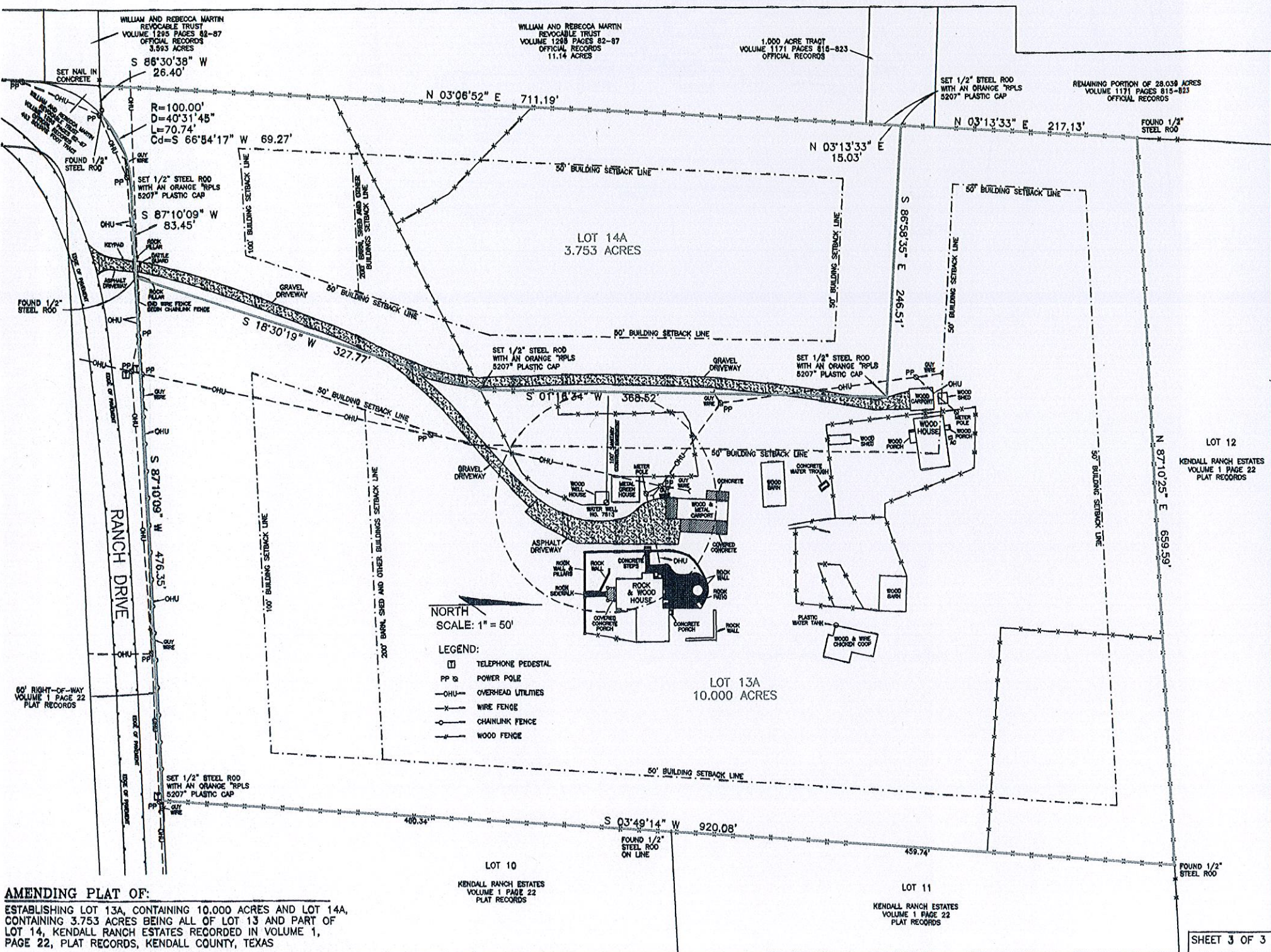
NOTES:

- 1) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A PRESENT TITLE COMMITMENT. THEREFORE ALL EASEMENTS, EASEMENTS AND ENCUMBRANCES MAY NOT BE SHOWN HEREIN.
- 2) NO ADJOINING PROPERTY INFORMATION SHOWN HEREIN IS FOR INFORMATIONAL PURPOSES ONLY.
- 3) BASIS OF BEARING: TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, 8004, NAD 83.
- 4) ONLY APPARENT UTILITIES WERE LOCATED. NO ATTEMPT HAS BEEN MADE AS PART OF THIS SURVEY TO SHOW THE EXISTENCE, SIZE, DEPTH, LOCATION, OR LOCATION OF ANY UNDERGROUND UTILITY. ALL INFORMATION REGARDING UNDERGROUND UTILITIES HEREIN CONTACT THE APPROPRIATE AGENCY.
- 5) FENCES NEAR THE BOUNDARY LINE MEASUREMENT ARE NOT NECESSARILY ON THE BOUNDARY LINE.
- 6) ALL BUILDING SETBACK LINES, RECORDED EASEMENTS, UNRECORDED EASEMENTS, PLAT RESTRICTIONS, DEED RESTRICTIONS AND ZONING ORDINANCES, IF ANY, SHOULD BE COMPLIED BY THE HOME OWNERS ASSOCIATION UNDER THE ARCHITECTURAL CONTROL COMMITTEE BEFORE ANY PLANNING OR CONSTRUCTION.



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 9/12/2016 OPEN SESSION	
SUBJECT	Amending Plat Lot 13 and part of Lot 14 Kendall Ranch Estates
DEPARTMENT & PERSON MAKING REQUEST	Development Management - Richard Tobolka
PHONE # OR EXTENSION #	830-249-9343 Ext. 250
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Consideration and action on an Amending Plat of Lots 13 and part of Lot 14, Kendall Ranch Estates, Kendall County, Texas, in accordance to section 209 of the Kendall County Development Rules and Regulations creating Lots 13A and 14A. The purpose of the Amending Plat is to relocate a common lot line (Mira A. Jubela, Lora Beth Escalante)
REASON FOR AGENDA ITEM	Amending Plat Lot 13 and part of Lot 14 Kendall Ranch Estates
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Pct #2
ADDITIONAL INFORMATION	None



AMENDING PLAT OF:
ESTABLISHING LOT 13A, CONTAINING 10.000 ACRES AND LOT 14A,
CONTAINING 3.753 ACRES BEING ALL OF LOT 13 AND PART OF
LOT 14, KENDALL RANCH ESTATES RECORDED IN VOLUME 1,
PAGE 22, PLAT RECORDS, KENDALL COUNTY, TEXAS



**KENDALL COUNTY COMMISSIONERS COURT
AGENDA REQUEST**

COMMISSIONER COURT DATE: 9/12/2016 OPEN SESSION	
SUBJECT	Highway 46 Improvement Project
DEPARTMENT & PERSON MAKING REQUEST	Darrel L. Lux, County Judge
PHONE # OR EXTENSION #	830-249-9343, ext. 213
TIME NEEDED FOR PRESENTATION	5 minutes
WORDING OF AGENDA ITEM	Consideration and action concerning the INTERLOCAL AGREEMENT FOR THE PAYMENT OF FUNDS FOR THE HIGHWAY 46 EAST FROM HERFF ROAD TO AMMANN ROAD IMPROVEMENT PROJECT.
REASON FOR AGENDA ITEM	To establish and clarify responsibilities, rights, and obligations and the manner and method of payment of the local contribution amount.
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	The public
ADDITIONAL INFORMATION	None

**STATE OF TEXAS
KENDALL COUNTY**

**INTERLOCAL AGREEMENT FOR THE PAYMENT OF FUNDS FOR THE
HIGHWAY 46 EAST FROM HERFF ROAD TO AMMANN ROAD IMPROVEMENT PROJECT**

Kendall County ("County") and the City of Boerne ("City") (City and County collectively referred to as the "Parties") enter into this Interlocal Agreement ("Agreement") for the payment of funds to make certain highway improvements on Highway No. 46 from Herff Road to Ammann Road, and this section of highway improvements will necessitate the acquisition of certain right of way and the relocating and adjusting of utilities (the "Project"). The Parties are acting pursuant to the authority granted by the Interlocal Cooperation Act, Chapter 791, Texas Government Code.

WITNESSETH

WHEREAS, Highway 46 from Herff Road to Ammann Road is located in the jurisdiction of City, which is wholly incorporated within the County, and the County; and

WHEREAS, City and County through their respective governing bodies have determined that Highway 46 is in need of improvements in order to adequately handle the increased traffic; and

WHEREAS, the governing bodies of the Parties have also determined that the Highway 46 improvements is a high priority item; and

WHEREAS, the Texas Department of Transportation ("TxDOT") has recommended the Highway 46 roadway improvements (the "Project") for submission; and

WHEREAS, in order for the TxDOT to submit the Project in a manner which would greatly improve the likelihood of funding by the MPO, TxDOT has recommended a local contribution of \$1,100,000, which is approximately eleven percent (11%) of the \$10,000,000.00 estimated Project cost; and

WHEREAS, the County and the City will share the local contribution equally at \$550,000 each (each Party's "Share"); and

WHEREAS, the County's Share will include a cost deduction for the County Right of Way contributions made to TxDOT in furtherance of the Project which cost the County \$119,838 an amount credited to the Project; and

WHEREAS, the Interlocal Cooperation Act gives counties and cities the authority to contract with other governmental entities concerning street, road and drainage projects.

NOW THEREFORE, in order to carry out the intent of the Parties in accordance with applicable law, the Parties agree as follows:

**ARTICLE I
PURPOSE**

The purpose of this Agreement is to establish and clarify each Party's responsibilities, rights, and obligations, and the manner and method of payment of the local contribution amount

of ONE MILLION ONE HUNDRED THOUSAND DOLLARS (\$1,100,000) (hereinafter referred to as the "Total Contribution Amount").

ARTICLE II TERM

The initial term of this Agreement shall be from the date of execution of this Agreement until one year from such date, unless earlier terminated or extended by agreement of the Parties in accordance with applicable law. This Agreement will terminate automatically once the purposes of this Agreement have been fulfilled.

ARTICLE III DUTIES AND RESPONSIBILITIES OF THE PARTIES

CITY and COUNTY agree that:

1. The Parties support the completion of the Project by TxDOT.
2. City commits to making a lump sum contribution of NINE HUNDRED EIGHTY THOUSAND ONE HUNDRED AND SIXTY TWO DOLLARS (\$980,162) to TxDOT for both the City and County Share for completion of the Project.
3. The County agrees to deed over to TxDOT County Right of Way contributions for the Project which TxDOT will credit ONE HUNDRED NINETEEN THOUSAND EIGHT HUNDRED AND THIRTY EIGHT DOLLARS (\$119,838) towards the Total Contribution Amount.
4. County commits to participating in the Project by making a lump sum contribution of FOUR HUNDRED THIRTY THOUSAND ONE HUNDRED SIXTY TWO DOLLARS (\$430,162) to the City for the remainder of the County's Share towards the completion of the Project not later than the day the City is required to pay the Total Contribution Amount for the Project to TxDOT.
5. The Parties agree that should any third party contribute monies to the Total Contribution Amount required for the Project, the Parties will use the amount received to decrease the Parties' share of the Total Contribution Amount due and owing.

ARTICLE IV TEXAS LAW TO APPLY

This Agreement shall be construed under and in accordance with the laws of the State of Texas. All obligations of both Parties are performable in Kendall County, Texas.

ARTICLE V SEVERABILITY

In case any one or more of the provisions contained in this Agreement 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 thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE VI
AMENDMENTS

No amendment, modification or alteration of the terms of this Agreement shall be binding unless in writing, dated subsequent to the date of this Agreement and duly authorized by the governing bodies of the Parties.

ARTICLE VII
LIAISONS AND NOTICES

Unless written notification by County to the contrary is received by City, the County Judge or designee shall be the designated representative of County responsible for the management of this Agreement.

Unless written notification by City to the contrary is received by County, the City Manager or designee shall be the designated representative of City responsible for management of this Agreement.

Communications between City and County shall be directed to the designated representative of each Party as set forth above.

For purposes of this Agreement, all official communications and notices between the Parties shall be deemed sufficient if in writing and hand delivered or mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

CITY

City of Boerne
402 E. Blanco
Boerne, Texas 78006
Attn: City Manager Ronald C. Bowman

COUNTY

Kendall County
201 E. San Antonio Street, Suite 122
Boerne, Texas 78006
Attn: County Judge Darrel L. Lux

Notice of change of address by either Party must be made in writing and delivered to the other Party's last known address within five (5) business days of such change. Communication by computers (e-mails) is specifically excluded as a means of official communications and/or notices between the Parties.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES.]

Approved by City Council of CITY on this the _____ day of _____ 2016.

Ronald C. Bowman,
City Manager, City of Boerne

Attest: _____
Lori Carroll
City Secretary, City of Boerne

Approved by Commissioners Court of COUNTY on this the _____ day of _____ 2016.

Darrel L. Lux
County Judge, Kendall County

Attest: _____
Darlene Herrin
County Clerk, Kendall County



**KENDALL COUNTY COMMISSIONERS COURT
AGENDA REQUEST**

COMMISSIONER COURT DATE: 9/12/2016 OPEN SESSION	
SUBJECT	Lease Agreement
DEPARTMENT & PERSON MAKING REQUEST	Don Allee, County Attorney
PHONE # OR EXTENSION #	830-249-9343 Ext 295
TIME NEEDED FOR PRESENTATION	5 minutes
WORDING OF AGENDA ITEM	Consideration and action concerning renewing the lease agreement with the Cow Creek Groundwater Conservation District.
REASON FOR AGENDA ITEM	The District leases office space from the County. The current lease agreement expires on September 30, 2016. The only change being recommended is to reduce the time that the County can notify the District of termination of the agreement from 90 days to 60 days. The change is recommended because of the possible need of the County for more office space when the 451st District Court and the Criminal District Attorney's office replace the County Court at Law and the County Attorney's office effective January 1, 2017.
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	Officers and personnel of the Cow Creek Groundwater Conservation District.
ADDITIONAL INFORMATION	None

**STATE OF TEXAS
KENDALL COUNTY**

AGREEMENT

WHEREAS, the Cow Creek Groundwater Conservation District (hereinafter "CCGCD") is a political subdivision and/or agency of the State of Texas; and

WHEREAS, the CCGCD performs a public function, to wit, conserving, preserving, recharging, protecting, and preventing waste of groundwater from aquifers within Kendall County, including the regulation of water well drilling and production; and

WHEREAS, the CCGCD is in need of office space; and

WHEREAS, Kendall County has available suitable office space in the Kendall County Courthouse owned by Kendall County and subject to the control of the Commissioners Court of Kendall County; and

WHEREAS, the Commissioners Court finds and determines that it will promote a public purpose of Kendall County to lease property belonging to Kendall County to CCGCD and provide office space to CCGCD subject to the terms of the following agreement so as to promote and maintain a public purpose;

NOW THEREFORE, Kendall County and the CCGCD enter into the following agreement to promote and maintain a public purpose:

PARTIES: The parties to this agreement are the owner of the Property, Kendall County, Texas (hereinafter "COUNTY") and the lessee of the Property, CCGCD.

PURPOSE OF AGREEMENT: Pursuant to the provisions of Section 272.005, Texas Local Government Code, COUNTY leases to CCGCD, office space in the Kendall County Courthouse subject to the terms and conditions stated in this agreement.

PROPERTY: COUNTY rents to CCGCD that real property located at 201 East San Antonio Avenue, Boerne, Kendall County, Texas further identified as Suite 100, Kendall County Courthouse.

TERM: This agreement commences on October 1, 2016 and ends on September 30, 2017, unless renewed, extended or terminated earlier in accordance with the terms set out herein.

TERMINATION: Either party may terminate this agreement. The party desiring to terminate the agreement shall give the other party ~~ninety (90)~~ sixty (60) days written notice of its intent to terminate the agreement. The agreement shall terminate upon the expiration of ~~ninety (90)~~ sixty (60) days following notice with no further obligation on either party provided that all amounts owed to COUNTY by CCGCD shall be paid in full.

RENT: Rental shall be at the rate of One thousand, three hundred and no/100 dollars (\$1,300.00) per month. Rent payments are due in advance and shall be paid by CCGCD to COUNTY on or before the first day of each month with the first payment being due on or before October 1, 2016 and subsequent payments being due on or before the first day of each succeeding month. Payments shall be made by checks payable to "Kendall County, Texas" and mailed or delivered to the County Treasurer, Suite 302, Kendall County Courthouse, 201 East San Antonio Avenue, Boerne, Texas 78006

UTILITIES - RESPONSIBILITY FOR PAYMENT:

1. COUNTY shall pay fees and charges for the following utilities: Electricity, water, trash pick up and sewage disposal.
2. CCGCD shall pay fees and charges for telephone and computer services, including any connection fee, monthly service charges, and any other charges and/or costs related to the provision of telephone, computer, Internet, television services, and any other services desired by CCGCD and not provided by COUNTY.

USE AND OCCUPANCY:

1. ALLOWABLE USES: CCGCD shall use the premises for the following purposes: Office spaces for CCGCD. (Note: It is understood by the parties that CCGCD will hold meetings of its Board of Directors, hearings and other CCGCD functions in the Commissioners Court meeting room, Suite 300, Kendall County Courthouse. Scheduling of meetings by CCGCD shall be made with the County Judge's office. In the event of a conflict for use of the Commissioners Court meeting room due to the use of that room by COUNTY or by another party authorized to use the room by COUNTY, COUNTY will provide CCGCD with another suitable meeting room either in the Courthouse or in the Historic Courthouse.
2. PROHIBITIONS: CCGCD may not use the premises or permit the premises to be used for any activity that is unlawful, offensive, dangerous or that constitutes a nuisance.

ACCESS BY COUNTY: Officers, agents or employees of COUNTY may enter the premises to clean the premises and for other lawful purposes, provided that such entry is done at a time and in a manner acceptable to CCGCD, and provided further that such entry shall not interfere with use of the premises by CCGCD. In addition, at its option, CCGCD may prevent or restrict access to one or more rooms or offices in the premises as necessary to protect privileged or confidential information.

MAINTENANCE AND UPKEEP OF THE PREMISES:

1. CCGCD'S RESPONSIBILITIES: CCGCD shall ensure that the premises are maintained in the same condition as such existed at the beginning of the tenancy period. CCGCD shall promptly notify COUNTY of any needed repairs or maintenance.
2. COUNTY'S RESPONSIBILITIES: COUNTY shall be responsible for cleaning and maintaining the premises and for making any repairs to the premises, provided that COUNTY, in its sole discretion, shall decide what repairs are required and the time and manner of making such repairs.

DEFAULT:

1. Default by COUNTY: If COUNTY breaches this agreement, CCGCD shall be entitled to terminate this agreement.
2. Default by CCGCD: If CCGCD breaches this agreement, COUNTY shall be entitled to terminate this agreement and recover any damages to premises caused by the fault or negligence of CCGCD.
3. Attorney's fees and costs: The prevailing party in any litigation brought by either party against the other party to enforce any provision of this agreement, or to seek any remedy or relief pursuant to this agreement, shall be entitled to collect reasonable and necessary attorney's fees and costs of court from the losing party.

ASSIGNMENT AND SUBLETTING: CCGCD shall not assign or sublet the premises or any part thereof.

INSURANCE: COUNTY shall be responsible for insuring the premises against fire and any other casualty loss in an amount determined by COUNTY. CCGCD shall be responsible for insuring any property, including personal property, of CCGCD located on the premises.

INDEMNIFICATION: CCGCD does hereby agree to indemnify and hold harmless COUNTY, its officers, agents and employees, against any and all claims, demands or causes of action that may be made against COUNTY, its officers, agents or employees, by reason of, or in any way arising from this agreement or the performance of the terms of this agreement or CCGCD's use and/or occupancy of the premises or arising from third parties use or presence on the premises during the term of this agreement, it being CCGCD's intention to fully indemnify COUNTY, its officers, agents and employees from any liability arising from this agreement.

EXTENSION, RENEWAL: The parties may extend this agreement for any term of less than twelve (12) months by an agreement in writing approved by the governing body of each party and signed by the authorized representative of each party. Unless either party notifies the other party in writing at least ~~ninety~~ (90) sixty (60) days prior to the end of the term of its desire to terminate or modify the terms of this agreement, this agreement will be automatically renewed for a period of twelve (12) months.

MISCELLANEOUS PROVISIONS:

1. **LAW:** The provisions of this agreement shall be interpreted in accordance with the laws of the State of Texas. Venue for any suit arising from this agreement shall be in Kendall County, Texas.
2. **ENTIRE AGREEMENT:** This document contains the entire agreement between the parties concerning the rental of the premises by CCGCD. No amendment to this agreement shall be valid unless it is in writing, signed by both parties or their authorized agent and dated subsequent to the date of this agreement.
3. **BINDING EFFECT:** This agreement is binding upon and inures to the benefit of the parties to this agreement and to their respective and permitted successors and assigns.
4. **NOTICES:** All notices under this agreement shall be delivered to the respective party at the addresses indicated herein or such other addresses that the parties may designate in writing.

Approved and effective this ____ day of _____ 2016.

DARREL L. LUX
COUNTY JUDGE

KENDALL COUNTY, TEXAS
Suite 122, 201 E. San Antonio Ave.
Boerne, Texas 78006

MILAN MICHALEC
PRESIDENT

COW CREEK GROUNDWATER
CONSERVATION DISTRICT
Suite 100, 201 E. San Antonio Ave.
Boerne, Texas 78006



**KENDALL COUNTY COMMISSIONERS COURT
AGENDA REQUEST**

COMMISSIONER COURT DATE: 9/12/2016 OPEN SESSION	
SUBJECT	EMS Building Project
DEPARTMENT & PERSON MAKING REQUEST	County Judge, Darrel L. Lux LMD Architects, Lorraine Dailey
PHONE # OR EXTENSION #	830-249-9343, ext 213
TIME NEEDED FOR PRESENTATION	5 minutes
WORDING OF AGENDA ITEM	Consideration and action concerning the construction materials testing proposal from Rock Engineering for the EMS facility.
REASON FOR AGENDA ITEM	EMS Building Project
IS THERE DOCUMENTATION	Yes
WHO WILL THIS AFFECT?	EMS facility
ADDITIONAL INFORMATION	None



- GEOTECHNICAL ENGINEERING
- CONSTRUCTION MATERIALS
ENGINEERING & TESTING
- SOILS • ASPHALT • CONCRETE

August 26, 2016

Judge Darrell Lux
Kendall County
201 E. San Antonio Ave, Suite 122
Boerne, Texas 78006

**SUBJECT: PROPOSAL TO PERFORM CONSTRUCTION MATERIALS TESTING AND SPECIAL
INSPECTIONS FOR THE PROPOSED KENDALL COUNTY EMS FACILITY
1175 N. MAIN STREET
BOERNE, TEXAS
RETL Proposal Number: P071816C**

Dear Judge Lux,

Rock Engineering and Testing Laboratory, Inc. (RETL) is pleased to provide this proposal to perform the Construction Materials Testing and Special Inspections for the proposed Kendall County EMS Facility to be constructed at 1175 N. Main Street in Boerne, Texas. RETL performed the Geotechnical Investigation as part of the Design Team and understands Kendall County desires to negotiate a fee for testing and inspections. This proposal contains our unit rates and an estimated budget for materials testing and special inspections and is being used as a starting point for the fee negotiation.

Unit Rates

The type of field and laboratory tests that may be required on this project and the associated unit fees are as follows:

- Atterberg Limits - \$60.00 each
- Proctors - \$175.00 each
- Sieve Analysis - \$60.00 each
- Minus #200 Sieve - \$40.00 each
- Soil Compaction Test - \$30.00 each
- Set of 5 Concrete Test Cylinders - \$200.00 per set
- Set of 3 Mortar Cubes - \$100.00 per set
- Engineering Technician - \$45.00 per hour (observations, weekend and standby time)
- Certified Weld Inspector - \$75.00 per hour (bolt/weld special inspections)
- Professional Engineer - \$100.00 per hour (concrete and soil special inspections)
- Transportation Charge - \$65.00 per trip

ROCK ENGINEERING & TESTING LABORATORY, INC.

10856 Vandale St. • San Antonio, Texas 78216

OFFICE: (210) 495-8000 • FAX: (210) 495-8015 • www.rocktesting.com

A minimum of 3 compaction tests will be billed each time this service is requested and the compaction test fee includes the technician time, equipment, and reporting. The fee for a set of concrete test cylinders and mortar cubes includes the technician time up to 1-hour onsite, sampling equipment, casting, curing, testing the specimens, and reporting the test results. Work before 8 am and after 5 pm, standby time, and weekend time will be billed at a rate of \$45.00 an hour in addition to the testing fee. Professional Engineer and Certified Weld Inspector for requested special inspections will be billed at a minimum rate of 2-hours and 4-hours, respectively. The transportation charge includes the travel time and all vehicle charges. Report review charges are included in the unit rates.

Estimated Budget

Based on the project information provided to RETL, the project will include construction of approximately 12,500 SF of additions and renovations to the existing EMS Center. The building additions will have slab-on-grade foundation systems and will be pre-engineered metal buildings with masonry façade. The building pad construction for the additions will consist of approximately 5-feet of cut and 6-feet of compacted select fill. In addition, concrete and asphalt paving will be constructed. RETL estimates the following quantities of testing for the project:

- Atterberg Limits = 4 each (subgrade, select fill & base)
- Proctors = 4 each (subgrade, select fill & base)
- Sieve Analysis = 2 each (select fill & base)
- Minus #200 Sieve = 2 each (subgrades)
- Soil Compaction Test = 80 each (building pads, utilities & paving subgrade/base/HMAC)
- Set of 5 Concrete Test Cylinders = 8 each (building addition slabs & paving)
- Set of 3 Mortar Cubes = 3 each (masonry façade)
- Engineering Technician = 12 hours (proof roll, asphalt, masonry observations & standby)
- Certified Weld Inspector = 16 hours (bolt/weld framing special inspections)
- Professional Engineer = 8 hours (soil & concrete special inspections)
- Transportation Charge = 30 each

Using the applicable unit rates, the estimated testing and special inspections budget is \$9,930.00. The total fee will be dependent on the number of tests and special inspections performed, and number of trips made to the site. Our fee does not include EIFS or wood frame inspections.

Limitations

Services provided by RETL under this Agreement will be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. In addition, and notwithstanding any other provisions of this Agreement, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless RETL, his or her officers, directors, employees, agents and sub-consultants from and against all damage, liability or cost, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with this project or the performance by any of the above named parties of the services under this Agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of RETL.

The Parties to this agreement agree that if any claim is made that RETL failed to comply with any term of this agreement or that it failed to perform its work and/or duties under this agreement properly, the client, upon proof that there was some failure to comply or some mistake in the performance of the work, shall not be entitled to recover any sum greater than the amount paid by the client to RETL for the services performed by RETL.

August 26, 2016
Kendall County
RETL Proposal No.: P071816C

KENDALL COUNTY EMS FACILITY
1175 N. Main Street
Boerne, Texas

Either the Client or RETL may terminate this Agreement at any time with or without cause upon giving the other party 10-calendar days prior written notice. The Client shall within 10 calendar days of termination pay RETL for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this contract.

Closing

RETL looks forward to providing the construction materials testing and special inspections during the construction phase of this project. Copies of the testing and inspections reports will be delivered to the client via the email address provided by the client to RETL on the distribution list below. A hard copy of the construction reports will be available through the mail only if explicitly requested by the client. If there are any questions, or if we can be of assistance, please contact our office.

Sincerely,



Kyle D. Hammock, P.E.
Vice President - San Antonio

ACCEPTED AND APPROVED

By: _____

Date: _____



Nathan Ruckstuhl, E.I.T.
CMT Project Manager



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 9/12/2016
OPEN SESSION

SUBJECT	EMS Building Project
DEPARTMENT & PERSON MAKING REQUEST	County Judge, Darrel L. Lux M.J. Boyle - David Goetz, Vice President
PHONE # OR EXTENSION #	830-249-9343, ext 213
TIME NEEDED FOR PRESENTATION	15 minutes
WORDING OF AGENDA ITEM	Presentation on the Kendall County EMS Facility Guaranteed Maximum Price reconciliation after bidding.
REASON FOR AGENDA ITEM	EMS Building Project
IS THERE DOCUMENTATION	No
WHO WILL THIS AFFECT?	EMS facility
ADDITIONAL INFORMATION	None



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 9/12/2016

OPEN SESSION

SUBJECT	Temporary relocation of the Kendall County EMS Department
DEPARTMENT & PERSON MAKING REQUEST	Darrel L. Lux, County Judge
PHONE # OR EXTENSION #	830-249-9343, ext 213
TIME NEEDED FOR PRESENTATION	5 minutes
WORDING OF AGENDA ITEM	Consideration and action on extending the Interlocal Government Agreement between Kendall County and the City of Boerne to share facilities.
REASON FOR AGENDA ITEM	EMS Building Project required the temporary relocation of personnel from the EMS location and to be housed at another location.
IS THERE DOCUMENTATION	No
WHO WILL THIS AFFECT?	EMS Department and the City of Boerne Fire Department
ADDITIONAL INFORMATION	None



**KENDALL COUNTY COMMISSIONERS COURT
AGENDA REQUEST**

**COMMISSIONER COURT DATE: 9/12/2016
OPEN SESSION**

SUBJECT	Emergency response.
DEPARTMENT & PERSON MAKING REQUEST	Kendall County Operations Jean Maxwell; Operations Supervisor.
PHONE # OR EXTENSION #	830-249-9343 EXT 652
TIME NEEDED FOR PRESENTATION	1 Minute
WORDING OF AGENDA ITEM	Discuss and take action to pay an employee for emergency call out time.
REASON FOR AGENDA ITEM	Special compensation for Installing Temporary Stop Signs on Joe Klar Rd.
IS THERE DOCUMENTATION	Yes.
WHO WILL THIS AFFECT?	Operations Department, payroll.
ADDITIONAL INFORMATION	None

**KENDALL COUNTY
Road & Bridge Department**

**EMERGENCY RESPONSE TIME
Summary: August 2016**

Employee Name	Date	Total Call Out Hrs	Compensated Time
Tobias Bagley	8/19/2016	3.0	3.0

The above listed employee(s) were called out to: Set up temporary signs on Joe Klar.

Emergency call out pay is time and a half of the employee's current hourly rate.

Approximate grand total amount: \$88.56

Commissioners Court: 09/12/2016