



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 11/14/2016**  
**OPEN SESSION**

<b>SUBJECT</b>	Commissioners Court Meeting Minutes
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	County Clerk's Office Sally W. Peters, Deputy Clerk/Administrative Assistant
<b>PHONE # OR EXTENSION #</b>	830-249-9343, ext. 212
<b>TIME NEEDED FOR PRESENTATION</b>	1 minute
<b>WORDING OF AGENDA ITEM</b>	Consideration and action on the Minutes for October 24 and November 7, 2016.
<b>REASON FOR AGENDA ITEM</b>	To approve the Minutes from the previous Commissioners Court meetings.
<b>IS THERE DOCUMENTATION</b>	After approval, the minutes will be posted on the County website.
<b>WHO WILL THIS AFFECT?</b>	The public
<b>ADDITIONAL INFORMATION</b>	None



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 11/14/2016**  
**OPEN SESSION**

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



**KENDALL COUNTY COMMISSIONERS COURT  
AGENDA REQUEST**

<b>COMMISSIONER COURT DATE: 11/14/2016</b> <b>OPEN SESSION</b>	
<b>SUBJECT</b>	KoFile Technologies - Preservation and Restoration of Historic Court Records
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	District Clerk's Office, Susan Jackson
<b>PHONE # OR EXTENSION #</b>	249-9343 Ext. 260
<b>TIME NEEDED FOR PRESENTATION</b>	5 minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action concerning the approval of the Contract with KoFile Technologies for the Preservation and Restoration of old and historic Court Record Books.
<b>REASON FOR AGENDA ITEM</b>	Approval of Contract.
<b>IS THERE DOCUMENTATION</b>	Yes
<b>WHO WILL THIS AFFECT?</b>	The Clerk's office, the public, attorneys and Pro se litigants.
<b>ADDITIONAL INFORMATION</b>	This Contract has a two year payment plan. Payment for 2017 is \$35,205.00 using money from Fund 25 collected from filing fees and General Funds. There are 56 books to be preserved and restored.



## PROJECT PRICING

KENDALL COUNTY DISTRICT CLERK  
CONDITION ASSESSMENT

### PROJECT OVERVIEW AND TERMS & CONDITIONS

Without a signed contract, prices are good for 90 days from the date of this proposal. **This project is presented via Kofile's TXMAS Contract No. TXMAS-13-36010.** Upon Kendall County's membership with TXMAS cooperative purchasing, please reference Kofile's contract number on the County's purchase order. Please see the information below regarding TXMAS membership.

KENDALL COUNTY DISTRICT CLERK PROJECT OVERVIEW					
RECORD SERIES	LEVEL OF SERVICE	ARCHIVAL STORAGE SYSTEM SOLUTION	VOLUME COUNT	PAGE COUNT	PRICE QUOTE
District Court Record Book	PRV/IM/MM	4Post™ Shelving	32	8,180	\$50,171.54
	NB/IM/MM	4Post™ Shelving	23	10,698	\$25,853.26
	No Service		1	15	No Service
PROJECT TOTAL			56	18,893	\$76,024.80

Microfilm storage is included at no additional cost as long as the County is engaged in a contract or not more than two years has passed since the County has been engaged in contract work. After two years, Kofile reserves the option to propose cost for continued storage or the County has the option to take possession of microfilm.

#### 2-YEAR PAYMENT PLAN

Year	Fiscal Year	Payment
1	FY17	\$35,205.00
2	FY18	\$40,819.80

#### COUNTY ACCEPTANCE

\_\_\_\_\_  
*Signature of Authorized Official/Title*

\_\_\_\_\_  
*Date*

### PURCHASING VIA TXMAS

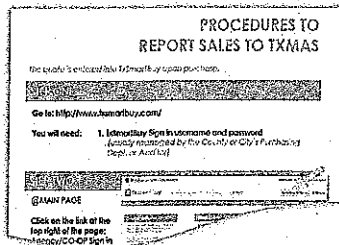
Membership is easy—Kendall County submits the required form (accessible via the link below) and a Board (Commissioners' Court) approved resolution. Complete applications are processed within five working days of receipt. For questions about completing the application, please contact a TXMAS CO-OP representative at (512) 463-3368.

[http://www.window.state.tx.us/procurement/prog/coop/coop\\_join.html](http://www.window.state.tx.us/procurement/prog/coop/coop_join.html)

### Membership Eligibility

Texas Local Government Code, Title 8, Subtitle C, Chapter 271, Subchapter D and Section 2155.202 and 2175.001(1) of the Texas Government Code, Title 10, Subtitle D, provide the legal authority for the following entities to participate in the State of Texas CO-OP:

⇒ Local governments (municipalities, counties, school districts, etc.)



Due to the Texas Comptroller of Public Accounts' (CPA) regulations, upon Kendall County purchase of this TXMAS project, the order must be reported online through the TxSmartBuy System website at <[www.txsmartbuy.com/](http://www.txsmartbuy.com/)>.

Kofile has prepared instructions to assist in the reporting process. Please review the attached instructions (excerpted left).

TXMAS line items are calculated on average costs and are not indicative of the cost of any one item. Itemized pricing is detailed following. TXMAS Billing lines items include:

PART NO.	NIGP	DESCRIPTION	UNIT PRICE	QTY.	LINE ITEM TOTAL
PRV004	96272	Paper Conservation	\$144.28/Hour	411.1598	\$59,322.14
IMGP002	92030	Archival Imaging Unbound Positive	\$0.78/Page	16,724	\$13,044.72
IMGP008	92030	Large Format Archival Imaging	\$1.26/Page	2,154	\$2,714.04
MMC001	91568	Creation 16 mm Archival Microfilm	\$0.05/Image	18,878	\$943.90

### SCOPE OF SERVICES

Records receive the following services as appropriate. A permanent log is created for each volume to record condition, page order, and services/treatments performed. A final quality check references this log.

#### **(PRV) Preservation—Conserve, Treat, Deacidify, Encapsulate, Bind, & Re-House as appropriate**

- Surface clean sheets to remove deposits—including dust, soot, airborne particulate, sedimentation, insect detritus, or even biological/mineral contaminants.
- Remove non-archival repairs or fasteners, such as residual glues, to the furthest extent possible without causing damage to paper and inks.
- Humidify and flatten sheets. Monitoring eliminates ink bleeds and mold or fungus growth. Flattening occurs with the strictest archival environmental controls.
- Mend tears with archival, acid free, and reversible materials—either Japanese tissue and methyl cellulose adhesive or Filmoplast® (acrylic-based, heat-set tissue).
- Deacidify sheets after careful testing with magnesium oxide to neutralize acidic inks and paper by providing an alkaline reserve. Random testing ensures an 8.5 pH with a deviation of no more than  $\pm .5$ .
- Encapsulate each sheet in a Lay Flat Archival Polyester Pocket™ composed of SKC Films, Skyroll SH72S® Mylar. Pocket dimensions match the "book block" dimensions, with a 1 1/4" binding margin.

- Rebind in a custom-fitted and stamped *Disaster Safe County Binder™* (DSB). Each is manufactured on a per-book basis and are sized to 1/4" incremental capacities. Volumes may return split or combined depending on page counts and the additional weight of the Mylar encapsulation. Index tabs are repaired or replaced, as necessary. A dedication and treatment report is included in the binders.
- Rehouse in two *4Post™* Shelving Units (each 85 1/4"H x 20"D x 36"W with five shelves).

**(NB) New Binding—Bind & Re-House as appropriate**

- Rebind in a custom-fitted and stamped *Disaster Safe County Binder™* (DSB). Each is manufactured on a per-book basis and are sized to 1/4" incremental capacities.
- Rehouse in *4Post™* Shelving Units (each 85 1/4"H x 20"D x 36"W with five shelves).

**(IM) Archival Imaging—Image Capture, Clean Up, and Zonal Enhancements**

- Capture images at a minimum of 300 dpi at 256 gray levels, ensuring the highest quality for poor contrast and readability. Gray-scale ensures optimum resolution.
- Images accumulate as Group IV bi-tonal Images in a standard TIFF or PDF format.
- Kofile's *IMAGE PERFECT* application software uses custom image clean up and enhancements such as deskew, despeckle, character repair, and zonal processing.
- Annotations are electronically added on the re-created image.
- Images are indexed (named) by Book, Volume, and Page.
- Each image is certified and sight checked. Effectiveness and minimum legibility are verified through rigorous and systematic quality control.
- The County receives one MASTER COPY (hard drive, flash drive, DVD or CD) and one COPY.
- Kofile does not sell, distribute, or grant unauthorized access to the County's records.

**(MM) Microfilm**

- Create archival 16 mm microfilm as a security backup.
- Microfilm produced from this project is stored in the Media Vault at Kofile's Dallas facility per the conditions on Page 5.1.

## PROJECT INVENTORY & ITEMIZED PRICING

Following is itemized pricing for each volume in the project inventory. Please note that a volume is considered oversized if the shortest sheet edge is >12". Oversized volumes incur additional imaging charges. The following volume will not receive services at this time.

VOLUME NOT RECEIVING SERVICE			
RECORDS SERIES TITLE	DATE	PAGE COUNT	NOTES
Witness Fee Claim	1977	15	Contains Social Security Numbers. Although inventoried, this volume will not receive service.

**INVENTORY KEY**



= Indicates that the item is priced for combination with another volume. Binding separately will incur additional binder charges.

KENDALL COUNTY DISTRICT CLERK  
PROJECT INVENTORY & ITEMIZED PRICING

RECORDS SERIES TITLE	VOLUME	DATE	PAGE COUNT	NOTES	LEVEL OF SERVICE	PRICE QUOTE
LEVEL OF SERVICE: <i>Preservation, Image, &amp; Microfilm</i>						
Attorney's Receipts	1	1912	41		PRV/IM/MM	\$450.42
Attorney's Receipts	2	1870	9		PRV/IM/MM	\$257.35
Civil Docket District Court	1	1872	78		PRV/IM/MM	\$470.61
Civil Docket District Court		1888	107		PRV/IM/MM	\$645.58
Civil Docket District Court	3	1921	155		PRV/IM/MM	\$935.20
Civil Minutes/Tax Judgements	1	1898	14		PRV/IM/MM	\$84.47
Criminal Docket		1865	90	<i>Manuscript</i>	PRV/IM/MM	\$543.02
Criminal Docket	2	1929	117		PRV/IM/MM	\$705.92
Declaration Record	1	1881	10	<i>Mostly blank</i>	PRV/IM/MM	\$60.34
District Court Criminal Fee Book	5		210		PRV/IM/MM	\$1,267.05
District Court Fee		1931	90		PRV/IM/MM	\$543.02
Execution Docket		1915	49 (10 attach.)	<i>Glued attach.</i>	PRV/IM/MM	\$295.64
File Docket District Court	1	1918	216	<i>A-Z tabs</i>	PRV/IM/MM	\$1,303.24
File Docket District Court	2	1931	216	<i>A-Z tabs</i>	PRV/IM/MM	\$1,303.24
File Docket District Court	3	1940	320	<i>A-Z tabs</i>	PRV/IM/MM	\$1,930.73
File Docket District Court	4	1951	410 (10 attach.)	<i>A-Z tabs</i>	PRV/IM/MM	\$2,473.75
Grand Jury Fee		1933	3		PRV/IM/MM	\$18.10
Grand Jury Witness		1926	22		PRV/IM/MM	\$132.74
Index to Naturalization Proceedings		1860	60	<i>Transcript</i>	PRV/IM/MM	\$717.34
Minutes District Clerk Accounting Combined	3	1911	215 (15 attach.)	<i>Glued attach.</i>	PRV/IM/MM	\$1,297.21
Minutes District Court	3	1890	637	<i>Manuscript</i>	PRV/IM/MM	\$3,843.36
Minutes District Court	4	1905	631 (1 attach.)	<i>Manuscript</i>	PRV/IM/MM	\$3,807.16
Minutes District Court	5	1921	626	<i>Transcript</i>	PRV/IM/MM	\$3,776.98
Minutes District Court	6	1939	642	<i>Transcript</i>	PRV/IM/MM	\$3,873.52
Minutes District Court	7	1956	642	<i>Transcript</i>	PRV/IM/MM	\$3,873.52
Minutes District Court	8	1966	637	<i>Transcript</i>	PRV/IM/MM	\$3,843.36
Minutes of District Court	A II	1869	776	<i>Taped Pages</i>	PRV/IM/MM	\$4,682.02
Minutes of District Court Accounts	4	1928	119 (20 attach.)	<i>Glued attach.</i>	PRV/IM/MM	\$773.83

KENDALL COUNTY DISTRICT CLERK  
CONDITION ASSESSMENT

KENDALL COUNTY DISTRICT CLERK  
PROJECT INVENTORY & ITEMIZED PRICING

RECORDS SERIES TITLE	VOL- UME	DATE	PAGE COUNT	NOTES	LEVEL OF SERVICE	PRICE QUOTE
LEVEL OF SERVICE: <i>Preservation, Image, &amp; Microfilm</i>						
Motion Docket		1883	32		PRV/IM/MM	\$193.08
Motion Docket		1910	250	Mostly blank	PRV/IM/MM	\$1,508.39
Naturalization		1906	6 (2 attach.)	Glued/ taped attach.	PRV/IM/MM	\$36.20
Transfer Civil Docket		1938	750		PRV/IM/MM	\$4,525.15
LEVEL OF SERVICE: <i>New Binder, Image, &amp; Microfilm</i>						
198th District Court Transfer		1965-70	100		NB/IM/MM	\$425.69
Child Support	3	1992	400		NB/IM/MM	\$1,042.84
Criminal Docket		1983	236		NB/IM/MM	\$885.84
District Clerk Fee Book	2	1978	154	Oversized	NB/IM/MM	\$885.51
Execution Docket	1	1989	60 (15 attach.)		NB/IM/MM	\$717.34
File Docket Fee	5	1971	600	Attch.	NB/IM/MM	\$1,234.32
File Docket Fee	6	1975	600	Attch.	NB/IM/MM	\$1,234.32
File Docket Fee	7	1979	600	Attch.	NB/IM/MM	\$1,234.32
File Docket Fee	8	1982	700	Attch.	NB/IM/MM	\$1,330.07
File Docket Fee	9	1986	700	Attch.	NB/IM/MM	\$1,330.07
File Docket Fee	10	1989	700	Attch.	NB/IM/MM	\$1,330.07
General Minutes	3		500	Oversized/ Blank pages	NB/IM/MM	\$1,392.40
General Minutes	4		500	Oversized/ Blank pages	NB/IM/MM	\$1,392.40
General Minutes	5		500	Oversized/ Blank pages	NB/IM/MM	\$1,392.40
Index to 198th District Court		1970s	150	A-Z tabs	NB/IM/MM	\$803.50
Index to District Court	2		500	Oversized/ Blank pages	NB/IM/MM	\$1,392.40
Judicial Minutes-198th Court	1	1970	184	Transcript	NB/IM/MM	\$836.06
Judicial Minutes-2nd 38th Court	9	1971	716	Transcript	NB/IM/MM	\$1,345.39
Medical Register	2	1981	18 (3 attach.)	Form book	NB/IM/MM	\$347.18
Minutes of Grand Jury	1	1990	640	Low Priority	NB/IM/MM	\$1,272.63
Transfer Civil Docket		1954	750		NB/IM/MM	\$1,377.94
Transfer Civil Docket		1955	750		NB/IM/MM	\$1,377.94
Transfer Docket-2nd 8th Judicial District		1972	640		NB/IM/MM	\$1,272.63





**KENDALL COUNTY COMMISSIONERS COURT  
AGENDA REQUEST**

**COMMISSIONER COURT DATE: 11/14/2016  
OPEN SESSION**

<b>SUBJECT</b>	Records Consultants, Inc. - Retention and Destruction Schedule for District Clerk Records
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	District Clerk's Office, Susan Jackson
<b>PHONE # OR EXTENSION #</b>	249-9343 Ext. 260
<b>TIME NEEDED FOR PRESENTATION</b>	5 minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action concerning the approval of the Contract with Records Consultants, Inc. for identifying records eligible for destruction and/retention and development of a destruction and retention schedule.
<b>REASON FOR AGENDA ITEM</b>	Approval of Contract.
<b>IS THERE DOCUMENTATION</b>	Yes
<b>WHO WILL THIS AFFECT?</b>	The Clerk's office, the public, attorneys and Pro se litigants.
<b>ADDITIONAL INFORMATION</b>	The cost of the Contract is \$9,280.00 for processing 464 boxes in storage for destruction and/or retention.



October 24, 2016

Kendall County  
Susan Jackson  
201 East San Antonio Street  
Boerne, TX 78006

**RECORDS RETENTION PROPOSAL**

Dear Ms. Jackson,

Records Consultants, Inc. (RCI), a consulting company, is pleased to submit this proposal for the processing of inactive records at Kendall County in accordance with the Records Retention Schedules published by the Texas State Library and Archives Commission (TSLAC). RCI has provided this service and developed Records Retention Plans for over 1,100 government agencies, including 600 schools and 250 cities and counties in the State of Texas since 1992. Records Consultants, Inc. has the experience, staff and expertise to process your boxes of inactive records and provide you with an indexed set of reports on Compact Disc (CD) so that you can efficiently retrieve your documents.

Records Consultants, Inc. is a financially strong Texas Corporation. We employ 50 people (Field and Support Staff) of which approximately 40 are engaged in the records retention consulting function. No outside contractors will be used.

**PURPOSE**

The RCI Records Retention Program is designed to process inactive records in order to meet the guidelines of TSLAC. In 1989, the Texas Legislature passed the Local Government Records Act, which requires all Counties, Municipalities, School Districts, Hospitals, etc., to have a Records Retention Plan. Changes to that Act were published by the 74<sup>th</sup> Legislature in 1995. Each local government is required to appoint a Records Management Officer (RMO) who is the person responsible for ensuring the proper handling of records in your County. Examples of the TSLAC retention periods are as follows:

<b>Board Minutes</b>	Permanent	<b>Annual Audits</b>	Permanent
<b>Bank Statements</b>	5 Years	<b>Invoices/Claims</b>	5 Years
<b>Bond Certificates</b>	1 Year after payment	<b>Attendance Reports</b>	5 Years

A successful records management program depends on personnel being knowledgeable in all aspects of the statutory provisions of the records program. RCI's professional consultants, both those who primarily work in the field and those who work in the RCI office, work closely with TSLAC to ensure a thorough understanding and proper implementation of the Local Record Control Schedules. This relationship ensures that our consultants remain completely up-to-date to provide you with an inventory and identification of records that are eligible for destruction, to record and organize those records that must be retained, and to prepare all necessary documents to be forwarded to TSLAC for approval.

## **SCOPE OF WORK**

RCI will review, prepare or amend, as required, a Records Retention Control Schedule, based on a listing of all records, whether active or inactive, maintained by all the departments at Kendall County. The Records Control Schedule will be based on current TSLAC Local Record Retention Schedules, federal guidelines, where applicable, and the recommendations made by your County.

RCI will review and process approximately 464 boxes of inactive records made available for processing by you. We will sort, classify, and inventory the inactive records and label them for retention or destruction, as applicable. We anticipate that up to 50% of your boxes are past their retention period and eligible to be destroyed.

## **BOXES TO BE RETAINED**

RCI will process inactive records according to Records Retention Schedules and local modifications thereto. Each box of records that require retention will be identified by an "R" label (see below), identifying the box with a unique number and date when records will be eligible for destruction. RCI will re-box the records into standard size boxes and will record the contents on the end panel and place the "R" label in the bottom right corner. We will set up your records retention center or place "R" boxes in a separate area for eventual movement to a permanent location selected by you.



Each "R" box end panel will contain the following information:

- A description of each type of record in the box
- The originating organization or department
- The range, e.g., A-D, 1023-1126 or start and end date
- The year of the records' origin
- The date when records are eligible for destruction

If retained records need to be boxed or re-boxed, RCI will do so using our standard size boxes, measuring approximately 12" x 15" x 10". These boxes are easier to shelve and handle, and cost less for the volume of records stored. The smaller boxes will also reduce the chance of injury and lost time.

## **RECORDS ELIGIBLE FOR DESTRUCTION**

Each box containing records which have been maintained past their minimum retention period will have a numbered "D" label (see below) placed on it. These records will be kept in those boxes and will not be re-boxed. Included in our reports will be a listing of box numbers with content description that are eligible for destruction.



# D - 5000

RECORDS CONSULTANTS, INC.

(877) 363-4127

The "D" boxes will be placed together in one separate area of the Records Retention Center and held until the RMO has made arrangements for destruction of the records contained in the boxes.

## **DESTRUCTION OF RECORDS**

Once TSLAC has approved your Records Control Schedule, the RMO has permission to authorize the destruction of records and does not need a Letter of Destruction signed by TSLAC for each annual disposal of obsolete records. RCI will prepare a Letter of Destruction requesting permission from TSLAC to destroy eligible records, if such a letter does not currently exist or if new (unscheduled) records are found.

After the processed boxes of records have gone through RCI's internal "quality control" the boxes of records that are past their retention period can be destroyed. Under a separate contract, RCI can pick up the boxes that have been approved for destruction by the RMO. After the boxes have been destroyed, we will send you a letter stating that the records were destroyed in "full confidentiality".

## **DELIVERABLES**

As a result of our work, RCI will provide the following reports to you on a CD. You will have the ability to query the database in a number of ways and find where your records are stored. You can print any of these reports:

- a) Records Control Schedule
- b) Changes to Records Control Schedule
- c) Records Control Schedule – Alphabetical by Records Series
- d) Records Control Schedule by Department
- e) Alpha List of Records by New Items in Storage
- f) Alpha List of Records by Department Items in Storage
- g) Items List In Storage By Container Number
- h) Request To Destroy Unscheduled Records
- i) \*Alpha List Records Eligible for Destruction
- j) \*Items List In Storage By Destruction Year
- k) \*Records to Destroy From Update
- l) \*Alpha Listing of all Records Eligible for Destruction

RCI will maintain a back-up copy of the database.

\* A copy of any one of these reports should be signed and filed by the RMO to verify proper records procedures have been followed.

## ANNUAL UPDATES

Under a separate contract, RCI will return and perform an annual update of inactive records accumulated since our last visit. We will process records in the same manner as described earlier in this proposal. We will also reset the RRC and pull the boxes eligible for destruction and amend any documents to be forwarded to TSLAC for approval. After the on-site work has been completed, RCI will send you the updated database on a CD.

## PRICING

RCI will charge you for the actual number of labeled boxes processed. The pricing for this contract is as follows:

- The records processing fee is \$20.00 per box. Based on 464 boxes, this would equate to a cost of \$9,280.00 (464 boxes x \$20.00/box = \$9,280.00). The cost of processing includes on-site and travel time, per diem, lodging and car expenses. RCI will require an initial payment of \$4,600.00 payable at the end of the on-site portion of the project, and the remainder due upon the delivery of the database. (Terms, net 10 days).

## SUMMARY

This "turn-key" project will require very little time or effort by your personnel. The results will be:

- \* Compliance with TSLAC requirements
- \* Removal of outdated records
- \* Improved access to retained records
- \* Reduced litigation exposure
- \* Additional Space

If you would like Records Consultants, Inc. to process your records, please complete and sign the acceptance page and fax it to us at (877) 366-0776. If you have any questions pertaining to this proposal, please contact me at (877) 363-4127.

Sincerely,

*Brad Adney*

Account Executive

ACCEPTANCE OF RECORDS RETENTION PROPOSAL

DATED OCTOBER 24, 2016

BY KENDALL COUNTY

BOERNE, TEXAS

- The records processing fee is \$20.00 per box. Based on 464 boxes, this would equate to a cost of \$9,280.00 (464 boxes x \$20.00/box = \$9,280.00).

RCI will require an initial payment of \$4,600.00 payable at the end of the on-site portion of the project, and the remainder due upon the delivery of the database. (Terms, net 10 days).

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Email \_\_\_\_\_ Purchase Order # \_\_\_\_\_

Please indicate preferred start date: \_\_\_\_\_



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

<b>COMMISSIONER COURT DATE: 11/14/2016</b> <b>OPEN SESSION</b>	
<b>SUBJECT</b>	Tyler Technologies - Case Management System
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	District Clerk's Office, Susan Jackson
<b>PHONE # OR EXTENSION #</b>	249-9343 Ext. 260
<b>TIME NEEDED FOR PRESENTATION</b>	5 minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action concerning the approval of the Contract with Tyler Technologies for assistance with the configuration of the District Clerk's Case Management System to implement new District Court and setting up forms, court calendar and training.
<b>REASON FOR AGENDA ITEM</b>	Approval of Contract.
<b>IS THERE DOCUMENTATION</b>	Yes
<b>WHO WILL THIS AFFECT?</b>	The Clerk's office, the public, attorneys and Pro se litigants.
<b>ADDITIONAL INFORMATION</b>	The cost of the Contract for these services is \$6,264.00.



### Professional Services Agreement

This Professional Services Agreement (this "Agreement") is made and entered into by and between Tyler Technologies, Inc., a Delaware corporation ("Tyler"), and Kendall County, TX (the "Client") as of the last date written below (the "Effective Date").

#### Background

**WHEREAS**, Client is a current customer of Tyler and a user of Tyler's proprietary software; and

**WHEREAS**, Client desires to engage Tyler to provide certain professional services related thereto, all on the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, along with other good and valuable consideration, the receipt and sufficiency of which all parties mutually acknowledge, Tyler and the Client agree as follows:

- A. Tyler shall furnish the services described in this Agreement, and Client shall pay the prices set forth in this Agreement.
- B. This Agreement consists of this cover and signature page and the following attachments and exhibits attached hereto and to be attached throughout the Term of this Agreement, all of which are incorporated by reference herein: (1) Schedule 1; and (2) Terms and Conditions.

#### Schedule 1

DESCRIPTION OF SERVICES	HOURS	RATE/HR.	T&M AMOUNT
<b>*District Clerk training</b>			
Project Management	2	180.00	\$360
Initial Training	32	150.00	\$4,800
<b>**Estimated travel</b>			\$1,104
			TOTAL CONTRACT AMOUNT
			<b>\$6,264</b>

IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized officer of each Party hereto.

**TYLER TECHNOLOGIES, INC.**

**CLIENT**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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



**Professional Services Agreement  
Terms and Conditions**

1. Services. Tyler shall perform the services set forth in Schedule 1.

2. Compensation. Tyler shall perform its services hereunder on a time and materials basis at the rates specified in Schedule 1. In addition, the Client shall reimburse Tyler for travel, lodging, and food expenses reasonably incurred by Tyler in performing its services hereunder as set forth in Schedule 1. Tyler shall invoice the Client on a monthly basis, which invoice shall be due and payable within thirty (30) days. Tyler prefers to receive payments electronically. Tyler's electronic payment information is as follows:

Bank: Wells Fargo Bank, N.A.  
420 Montgomery  
San Francisco, CA 94104  
ABA: 121000248  
Account: 4124302472  
Beneficiary: Tyler Technologies Inc. - Operating

3. Termination. The Client may terminate this Agreement at any time by delivering a written notice of its intent to terminate to Tyler; provided, however, that the Client must pay Tyler for all costs and expenses incurred under this Agreement prior to the date of termination. Tyler may terminate this Agreement if the Client fails to pay any invoice when due or if the Client breaches any of its other obligations hereunder. Upon termination for any reason, each party shall immediately return all documentation, confidential information, and other information disclosed or otherwise delivered to the other party prior to such termination.

4. Confidentiality. All documents and other materials produced under this Agreement shall be deemed to be "confidential information" and the receiving party shall not disclose, use, or reproduce, or authorize any third party to disclose, use, or reproduce, any such confidential information, without the prior written approval of the disclosing party; provided, however, that the receiving party may disclose such confidential information to its employees and representatives of the receiving party as may be required to perform its obligations under this Agreement and, provided further, that the receiving party informs such persons of the existence of this confidentiality obligations and will be responsible for any breach of this such obligations by such persons. Notwithstanding anything in the foregoing to the contrary, the following shall not be deemed to be "confidential information": (i) information that is publicly known or becomes publicly known through no fault of the receiving party, (ii) information that is generally or readily obtainable by the public, or (iii) information that constitutes the general skills, knowledge, and experience acquired by either party before entering into this Agreement and thereafter.

5. Warranty. Tyler warrants that it shall perform services in a professional, workmanlike manner, consistent with industry standards. In the event Tyler provides services that do not conform to this warranty, Tyler will re-perform the services at no additional cost to Client.

6. Limitation of Liability.

THE LIABILITY OF TYLER FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO TOTAL FEES PAID TO TYLER UNDER THIS AGREEMENT.

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR LOSS OF BUSINESS OR LOSS OF DATA ARISING OUT OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.

THE FOREGOING LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 6 SHALL NOT APPLY WITH RESPECT TO: (A) DAMAGES OCCASIONED BY THE FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF EITHER PARTY; (B) DAMAGES OCCASIONED BY VIOLATION OF LAW.

7. Force Majeure. Neither party shall be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure. "Force Majeure" is defined as an event beyond the reasonable control of a party, including governmental action, war, riot or civil commotion, fire, natural disaster, labor disputes, restraints affecting shipping or credit, delay of carriers, inadequate supply of suitable materials or any other cause which could not with reasonable diligence be foreseen, controlled or prevented by the party.

8. Insurance. Upon written request, Tyler shall provide Client with certificates of insurance evidencing the following insurance coverage:

- a) Commercial general liability of at least \$1,000,000;
- b) Automobile liability of at least \$1,000,000;
- c) Professional liability of at least \$1,000,000; and
- d) Workers compensation complying with statutory requirements.

9. Miscellaneous.

(a) Tax Exempt Status. Client is a governmental tax-exempt entity and shall not be responsible for any taxes for any services provided for herein, whether federal or state. The fees paid to Tyler pursuant to this Agreement are inclusive of any applicable sales, use, personal property, or other taxes attributable to periods on or after the Effective Date of this Agreement.

(b) Assignment. Neither Tyler nor the Client shall, sell, transfer, assign, or otherwise dispose of any rights or obligations created by this Agreement without the written consent of the other party.

(c) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(d) Entire Agreement. This Agreement and the Schedules hereto constitute the entire understanding and contract between the Parties and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof. The Exhibits to this Agreement are incorporated by reference herein.

(e) Amendment. This Agreement shall not be modified, amended, or in any way altered except by an instrument in writing signed by the properly delegated authority of each party. All amendments or modifications of this Agreement shall be binding upon the parties despite any lack of consideration.

(f) Relationship of Parties. The parties intend that the relationship between the parties created pursuant to or arising from this Agreement is that of an independent contractor only. Neither party shall be considered an agent, representative, or employee of the other party for any purpose.

(g) Governing Law. Any dispute arising out of or relating to this Agreement or the breach thereof shall be governed by the laws of the State of Texas, without regard to or application of choice of law rules or principles.

(h) No Third Party Beneficiaries. Nothing in this Agreement is intended to benefit, create any rights in, or otherwise vest any rights upon any third party.

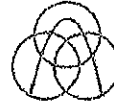
(i) Equitable Relief. Each party covenants, represents, and warrants that any violation of this Agreement by such party with respect to its respective obligations set forth in Section 4 shall cause irreparable injury to the other party and shall entitle the other party to extraordinary and equitable relief by a Court of competent jurisdiction, including, without limitation, temporary restraining orders and preliminary and permanent injunctions, without the necessity of posting bond or security.

(j) Survival. The provisions of Sections 4 through 9 shall survive the expiration or termination of this Agreement.



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

<b>COMMISSIONER COURT DATE: 11/14/2016</b> <b>OPEN SESSION</b>	
<b>SUBJECT</b>	Historic Court House Elevator
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Robert Kinsey, Facilities Manager
<b>PHONE # OR EXTENSION #</b>	830-413-0618
<b>TIME NEEDED FOR PRESENTATION</b>	5 minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action on the approval of safety test contract with Thyssenkrupp elevator.
<b>REASON FOR AGENDA ITEM</b>	Safety test - Historic Court House elevator.
<b>IS THERE DOCUMENTATION</b>	yes
<b>WHO WILL THIS AFFECT?</b>	Historic Courthouse elevator
<b>ADDITIONAL INFORMATION</b>	None



thyssenkrupp

Date: September 06, 2016

Attn: Darrel L Lux  
201 E San Antonio Street, #113  
Boerne, TX 78006

Tel: 830-249-9343

Re: Kendall City Court House-Historic Bldg  
Address: 204 E San Antonio Street  
City: Boerne, TX  
Contract No. 062IG05031 / US42832  
PO # \_\_\_\_\_

*FAX 830-249-3890*

Purchaser authorizes thyssenkrupp to perform the following described work on the subject elevator(s) at the above building:

Re: Annual Safety Inspections Due on Elevator (s) October, 2016  
SN (s) F1331-01

The safety test is included in your thyssenkrupp maintenance agreement, however, the State Inspector's fee is not included in your maintenance agreement.

The State required QEI inspector needs to be scheduled at the same time the safety test is performed. The customer is responsible for filing the documents and fees with TDLR within thirty (30) days of the inspection date to obtain the certificate.

As the building owner/manager, you have the option to retain your own QEI inspector. The inspector will bill you direct for the inspection. If you choose to hire your own inspector, you will need to coordinate with us a time for the safety test to be performed. As an alternative, thyssenkrupp can hire the QEI inspector and make the arrangements.

Please indicate below which option you choose and mail or fax this to us at your earliest convenience. Please do not hesitate to call us should you have any questions.

Note: Should you enclose full payment with the approved proposal, return your authorization and payment to our local address at 3660 Thousand Oaks Drive, #210, San Antonio, TX 78247.

☒ thyssenkrupp to make arrangements (\$305.00) per elevator (s)  
(Price quoted reflects Monday thru Friday at Regular Time Working Hours 8 to 5; not Overtime Hours, Holidays or Weekends)

☐ We wish to engage our own QEI inspector, who is \_\_\_\_\_ and will contact you to schedule test.

This proposal is submitted for acceptance within 30 days from the date executed by thyssenkrupp.

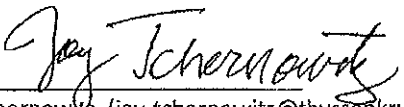
Purchaser's acceptance of the proposal together with the terms and conditions printed on subsequent pages hereof and which are expressly made a part of this proposal and agreed to, will constitute exclusively and entirely the agreement for the work herein described. All prior representations or agreements regarding this work, whether written or verbal, will be deemed to be merged herein, and no other changes in or additions to the agreement will be recognized unless made in writing and properly executed by both parties. This proposal specifically contemplates work outside the scope of any maintenance contract currently in effect between the parties; any such contract shall be unaffected by this proposal. No agent or employee shall have the authority to waive or modify any of the terms of this agreement without the written approval of an authorized thyssenkrupp manager.

Page 2

No agent or employee shall have the authority to waive or modify any of the terms of the agreement without the written approval of an authorized thyssenkrupp elevator manager.

thyssenkrupp Elevator Corporation  
3660 Thousand Oaks Drive, #210  
San Antonio, TX 78247

By: \_\_\_\_\_

  
Joy Tchernowitz [joy.tchernowitz@thyssenkrupp.com](mailto:joy.tchernowitz@thyssenkrupp.com)

Direct Line- 210- 301-2545 / Fax: 866-572-1377

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

9-6-16  
E-MAIL ADDRESS:

Accepted: KENDALL COUNTY AUDITOR'S OFFICE

By: \_\_\_\_\_

Signature of Authorized Individual  
\_\_\_\_\_

Print or Type Name / Date: \_\_\_\_\_



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

<b>COMMISSIONER COURT DATE: 11/14/2016</b> <b>OPEN SESSION</b>	
<b>SUBJECT</b>	Burn Ban
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Darrel L. Lux, County Judge Jeffery Fincke, Fire Marshal
<b>PHONE # OR EXTENSION #</b>	830-249-9343, ext. 213
<b>TIME NEEDED FOR PRESENTATION</b>	3 minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action on the burn ban (Authority Section 352.081, Local Government Code).
<b>REASON FOR AGENDA ITEM</b>	To determine whether or not there is a need for a ban on burning
<b>IS THERE DOCUMENTATION</b>	No
<b>WHO WILL THIS AFFECT?</b>	Countywide
<b>ADDITIONAL INFORMATION</b>	None



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

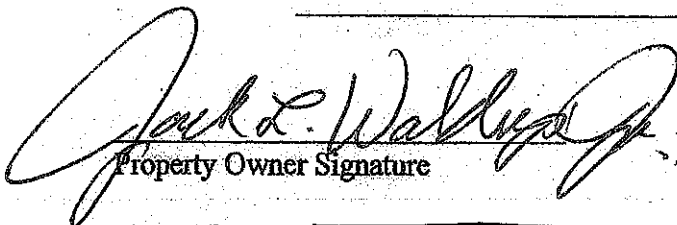
**COMMISSIONER COURT DATE: 11/14/2016**  
**OPEN SESSION**

<b>SUBJECT</b>	Request for Relief - Driveway access to Joe Klar Road
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Development Management - Richard Tobolka
<b>PHONE # OR EXTENSION #</b>	830-249-9343 Ext. 250
<b>TIME NEEDED FOR PRESENTATION</b>	5 Minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action on issuing an access permit to Coveney Ranch Subdivision, Lot 3, Block 4, Unit 2A. Coveney Ranch Home Owner Association approved the request for access to Joe Klar Road. The purpose of the request for relief is the Final Plat along with covenants state access to all lots will be through subdivision roads (Jack L. Waldrep, Jr.)
<b>REASON FOR AGENDA ITEM</b>	Request for Relief - Driveway access to Joe Klar Road
<b>IS THERE DOCUMENTATION</b>	Yes
<b>WHO WILL THIS AFFECT?</b>	Pct #2
<b>ADDITIONAL INFORMATION</b>	None

REQUEST FOR RELIEF (Variance)

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

1. Date 11/1/16
2. Location of Property: Lot 3, Block 4, Unit 2A
3. Name of Subdivision (If Applicable): Coveney Ranch
4. Property Owner/Developer Name: Jack L. Waldrep, Jr.
5. Relief Requested (Reference the specific Section/Paragraph of the current KC Development Rules and Regulations and state the relief requested:  
Section 106.1000  
Section 106.1100, Subparagraph 1, 2,  
3 and 4  
Lot 3 access to Joe Klar Road which  
is the only vehicle access to approximately 2 ac.
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)  
Due to the topography and relief  
in Lot 3, the only vehicle access  
to the lower acreage is by the unfenced  
Joe Klar 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)  
Same as b.a. above

  
Property Owner Signature

Phone Number                     

Jack L. Waldrep, Jr.  
Print Owner Name

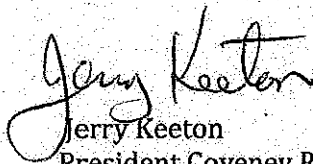
Date November 1, 2016

COVENEY RANCH HOME OWNERS ASSOCIATION

October 3, 2016

Mr. Jack Waldrep

This letter is to confirm the Board of Directors of Coveney Ranch approves your request to have access to a garage you are going to build at 403 Canyon Bluffs Drive in Coveney Ranch, from Joe Klar Road. This access will be only to the garage and will not have access to any roads within Coveney Ranch.

A handwritten signature in cursive script that reads "Jerry Keeton".

Jerry Keeton  
President Coveney Ranch HOA

*Rick Bennette*

Rick Bennette  
Secretary/Treasurer Coveney Ranch HOA







## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

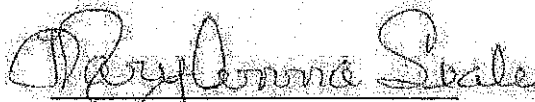
**COMMISSIONER COURT DATE: 11/14/2016**  
**OPEN SESSION**

<b>SUBJECT</b>	Request for Relief Lots 114, 115, 116 in Skyview Acres Unit 5
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Development Management - Richard Tobolka
<b>PHONE # OR EXTENSION #</b>	830-249-9343 Ext. 250
<b>TIME NEEDED FOR PRESENTATION</b>	5 Minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action on a request for relief for frontage in accordance to section 300.1100 of the Kendall County Development Rules and Regulations. The purpose of the Amending Plat is to relocate lot lines to eliminate encroachments (Mary Anna Seale, Susan Seale Stricklin).
<b>REASON FOR AGENDA ITEM</b>	Request for Relief Lots 114, 115, 116 in Skyview Acres Unit 5
<b>IS THERE DOCUMENTATION</b>	Yes
<b>WHO WILL THIS AFFECT?</b>	Pct #1
<b>ADDITIONAL INFORMATION</b>	None

**REQUEST FOR RELIEF (Variance)**

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

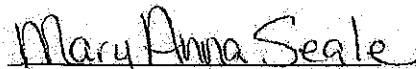
1. Date October 18, 2016
2. Location of Property: 105 Live Oak Pass, Kendall County, Texas
3. Name of Development (If Applicable): Skyview Acres Unit 5
4. Property Owner/Developer Name: Mary Anna Seale
5. Relief Requested (Reference the specific Section/Paragraph of the current KC Development Rules and Regulations:  
  
**300.1100 Relief from minimum road frontage and tract size.**
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.  
  
We have an existing Lot line crossing through our house. We wish to amend the plat to move the interior lot line approximately 20 feet from the house. We do not want to change the acreages to the lots. Only the road frontage will change. (see attached overlay of lot lines)
  - b. Why is relief necessary for the preservation and enjoyment of a substantial property right of yours?  
  
The proposed lots are below the 6 acre minimum density and do not have minimum road frontage.
  - 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.



Property Owner Signature  
Lot 115 and Lot 116

10/24/16

Date

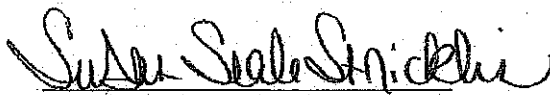


Print Owner Name

REQUEST FOR RELIEF (Variance)

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

1. Date October 18, 2016
2. Location of Property: 201 Live Oak Pass, Kendall County, Texas
3. Name of Development (If Applicable): Skyview Acres Unit 5
4. Property Owner/Developer Name: Susan M. Seale Stricklin
5. Relief Requested (Reference the specific Section/Paragraph of the current KC Development Rules and Regulations:  
  
300.1100 Relief from minimum road frontage and tract size.
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.  
  
We have an existing lot line that's very close to our house. We wish to amend the plat to move the interior lot line away from the house. We do not want to change the acreages to the lots. Only the road frontage will change. (see attached overlay of lot lines)
  - b. Why is relief necessary for the preservation and enjoyment of a substantial property right of yours?  
  
The proposed lots are below the 6 acre minimum density and do not have minimum road frontage.
  - 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.



Property Owner Signature

Lot 114

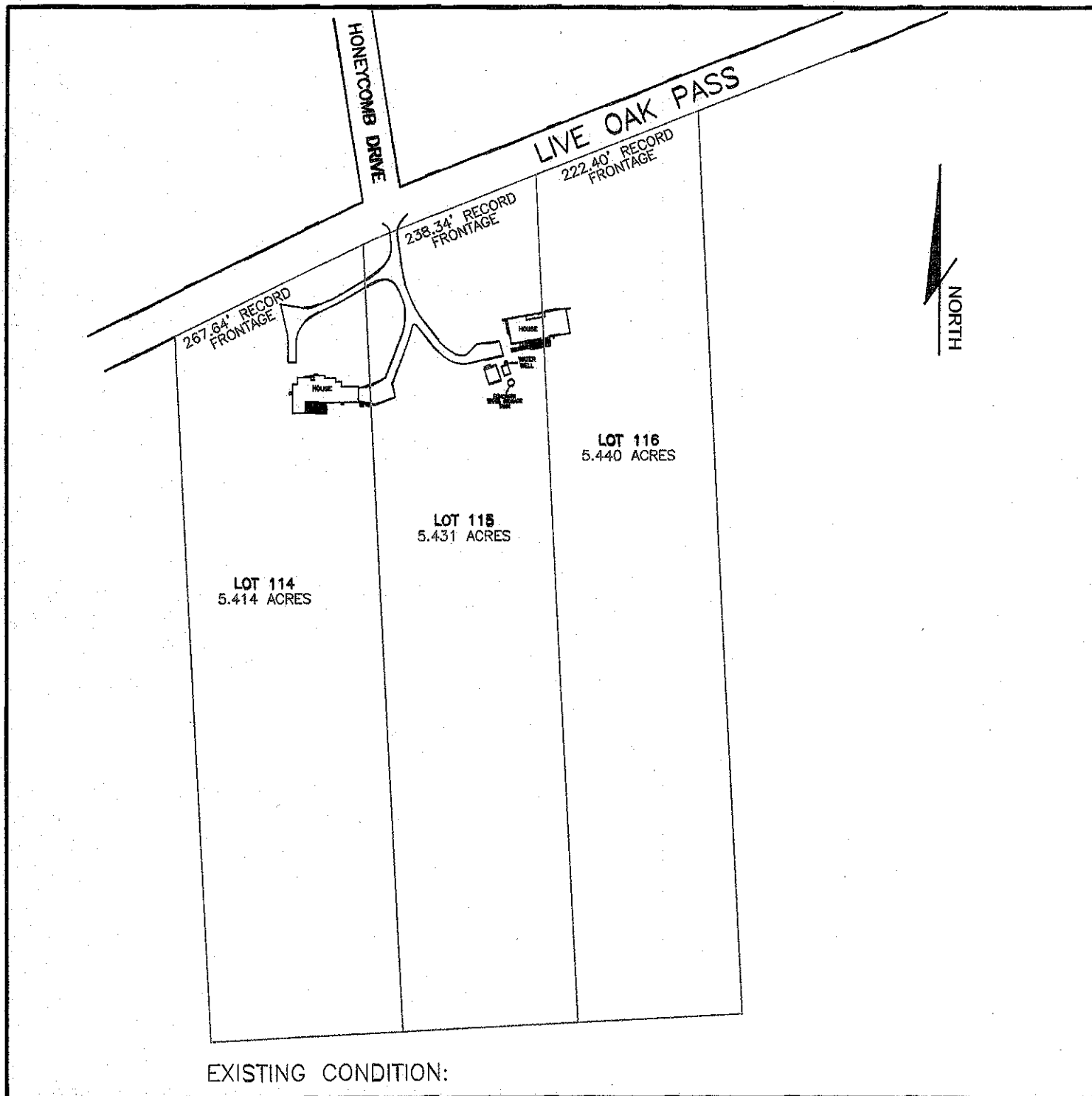
10/24/16

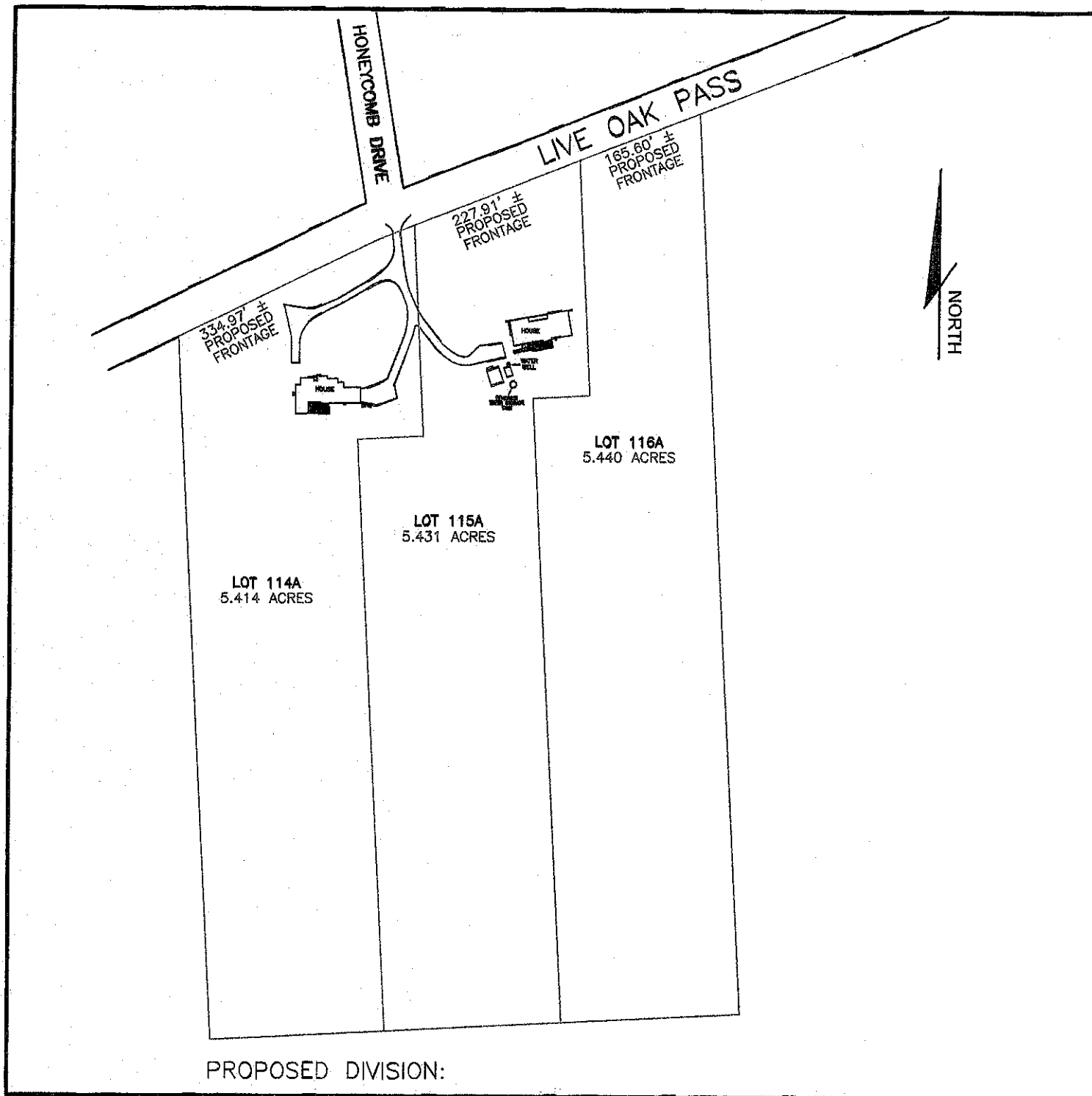
Date

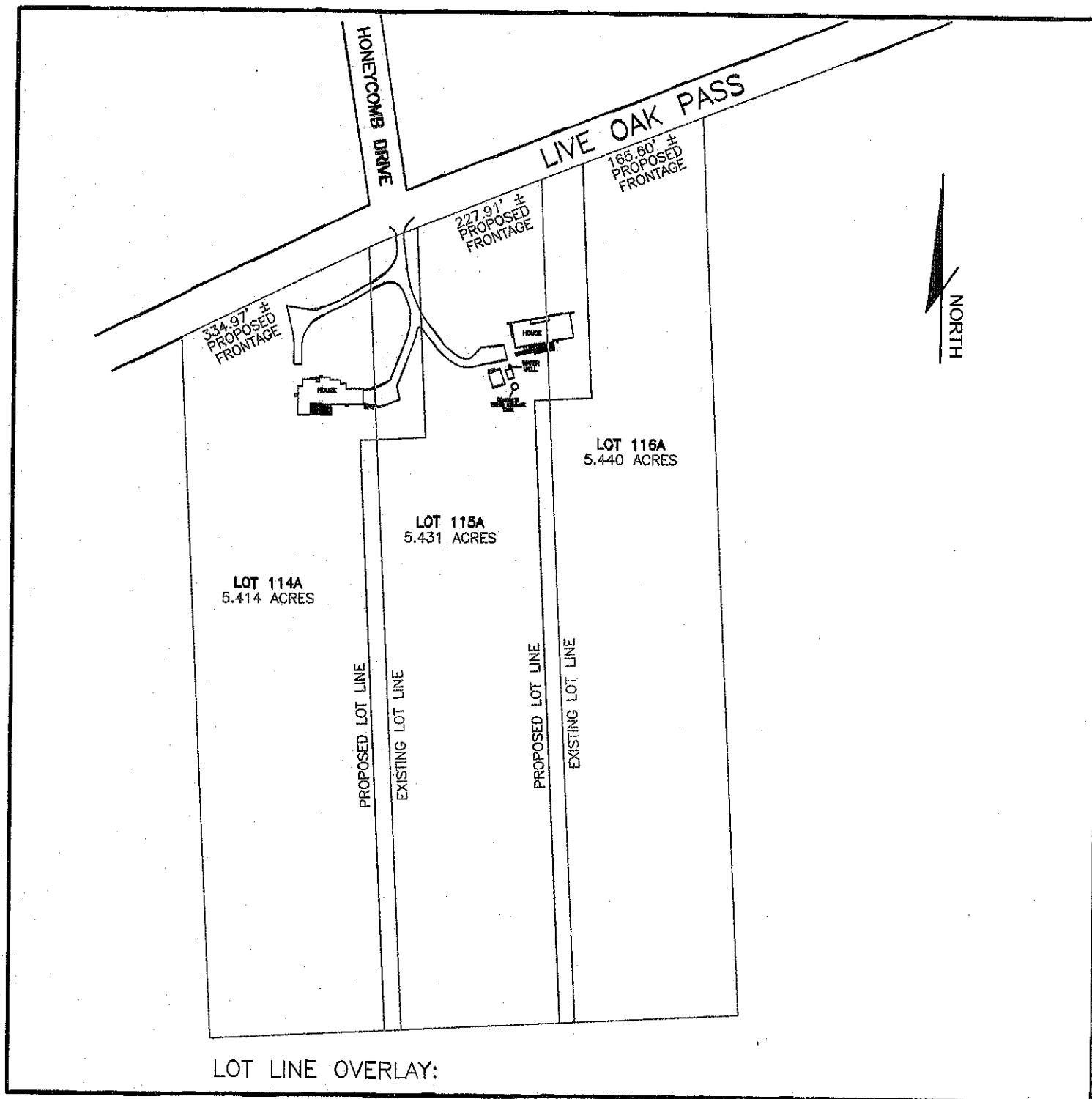


Print Owner Name

{ \_\_\_\_\_ }  
Ph





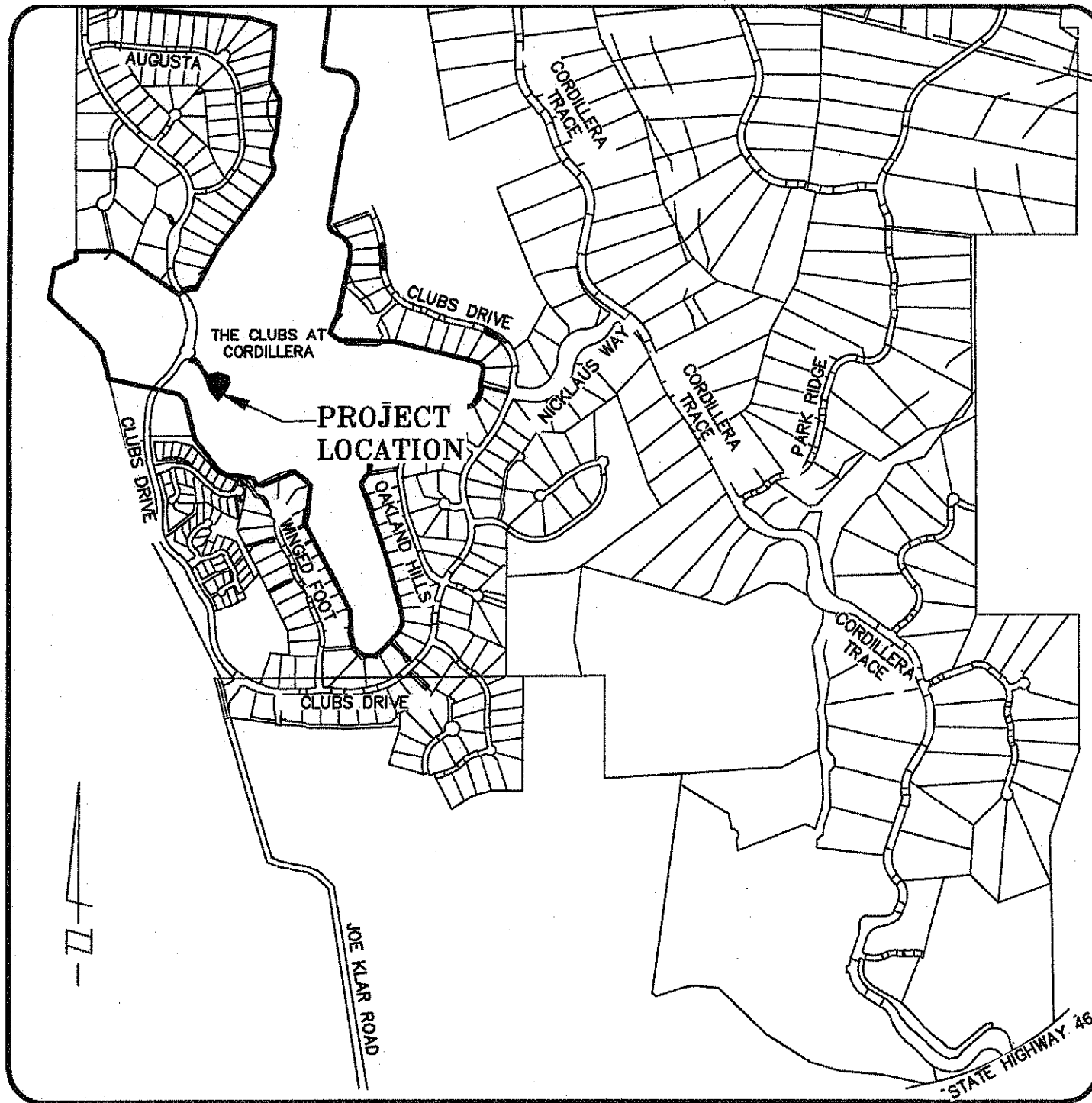




## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

<b>COMMISSIONER COURT DATE: 11/14/2016</b> <b>OPEN SESSION</b>	
<b>SUBJECT</b>	Final Plat Lodges at Cordillera Ranch
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Development Management - Richard Tobolka
<b>PHONE # OR EXTENSION #</b>	830-249-9343 Ext. 250
<b>TIME NEEDED FOR PRESENTATION</b>	5 Minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action on the Final Plat of the Lodges at Cordillera Ranch in accordance to section 203 of the Kendall County Texas, Regulations, Rules and Specifications for Roads and Subdivisions, 1990, revised December 1994. The proposed subdivision consists of 3.785 acres with one non-residential lot. The proposed subdivision will be serviced by central water and central sewer (Charles P. Hill, President, Cordillera Ranch General Partner, Inc).
<b>REASON FOR AGENDA ITEM</b>	Final Plat Lodges at Cordillera Ranch
<b>IS THERE DOCUMENTATION</b>	Yes
<b>WHO WILL THIS AFFECT?</b>	Pct #2
<b>ADDITIONAL INFORMATION</b>	None





LOCATION MAP

# LODGES AT CORDILLERA RANCH FINAL PLAT

SCALE: 1"=80'

CURVE TABLE					
CURVE NO.	DELTA	ARC LENGTH	RADIUS	CURVED BEARING	CHORD DIST.
C1	09°42'54"	22.83'	234.50'	N49°58'44"E	33.91'
C2	41°02'52"	24.72'	34.50'	N60°53'35"E	24.30'
C3	18°58'27"	22.05'	75.50'	N62°35'03"E	28.00'

PRELIMINARY, THIS DOCUMENT SHALL NOT  
BE RECORDED FOR ANY PURPOSE AND  
SHALL NOT BE USED OR VIEWED OR RELIED  
UPON AS A FINAL SURVEY DOCUMENT.  
PAUL L. MYERS, RPLS #6490

LOUIS RANZAU  
SURVEY NO. 108 1/2  
ABSTRACT NO. 403

PRELIMINARY, THIS DOCUMENT SHALL NOT  
BE RECORDED FOR ANY PURPOSE AND  
SHALL NOT BE USED OR VIEWED OR RELIED  
UPON AS A FINAL SURVEY DOCUMENT.  
PAUL L. MYERS, RPLS #6490

CHARLES BERGSTROM  
SURVEY NO. 533 1/2  
ABSTRACT NO. 45

## LEGEND

- - - - - APPROXIMATE SURVEY LINE
- = SET 1/2" IRON ROD WITH PLASTIC CAP STAMPED "CUE"
- = FOUND 1/2" IRON ROD
- R.O.W. = RIGHT-OF-WAY
- P.R.K.C. = PLAT RECORDS OF KENDALL COUNTY, TEXAS
- O.R.K.C. = OFFICIAL RECORDS OF KENDALL COUNTY, TEXAS

**CUE ENGINEERS**  
4122 POND HILL RD., SUITE 101  
SAN ANTONIO, TEXAS 78231  
TEL 210.481.2951 FAX 210.523.7112  
WWW.CUEENGINEERS.COM  
TYPE FIRM #455  
TBPLS FIRM #10065500

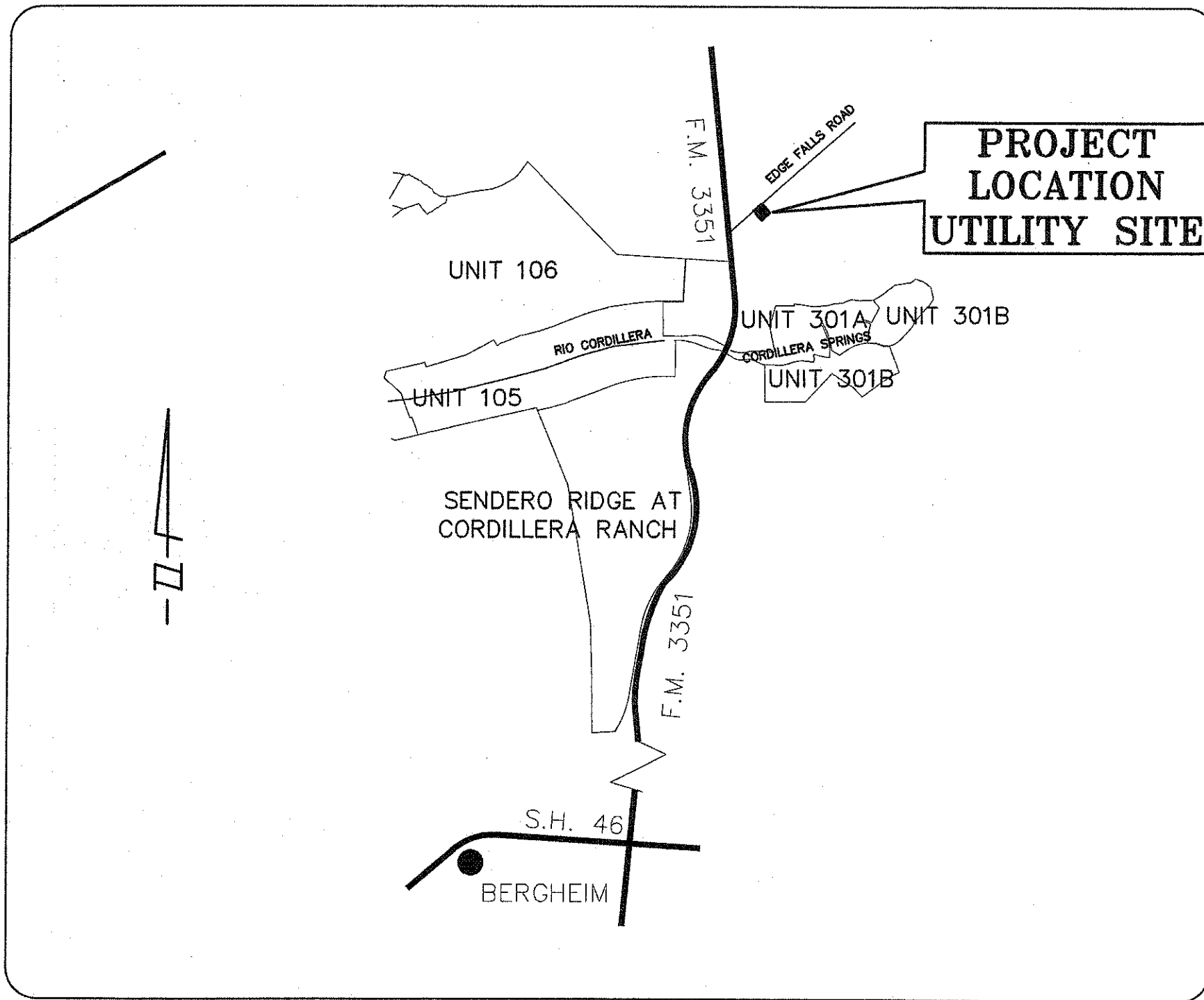
August 25, 2016

LODGES AT  
CORDILLERA RANCH  
SHEET 2 OF 2

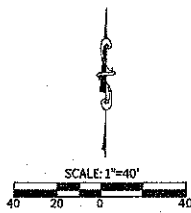


## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

<b>COMMISSIONER COURT DATE: 11/14/2016</b> <b>OPEN SESSION</b>	
<b>SUBJECT</b>	Final Plat Cordillera Ranch Utility Site
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Development Management - Richard Tobolka
<b>PHONE # OR EXTENSION #</b>	830-249-9343 Ext. 250
<b>TIME NEEDED FOR PRESENTATION</b>	5 Minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action on the Final Plat of Cordillera Ranch Utility Site in accordance to section 203 of the Kendall County Texas Development Guidelines and Regulations Rule Book 1997. The proposed subdivision consists of 1.148 acres with one non-residential lot. The proposed subdivision will be serviced by central water and on-site sewer (Charles P. Hill, President of CR/KWW Development Corp.).
<b>REASON FOR AGENDA ITEM</b>	Final Plat Cordillera Ranch Utility Site
<b>IS THERE DOCUMENTATION</b>	Yes
<b>WHO WILL THIS AFFECT?</b>	Pct #3
<b>ADDITIONAL INFORMATION</b>	None



LOCATION MAP



Waterstone Subdivision  
Vol. 3, Pg's 328-336  
Plat Records of Kendall County

Lot 21

PUBLIC UTILITY, DRAINAGE, LANDSCAPE &  
EMBANKMENT/BACKSLOPE EASEMENT

Edge Falls Road

1266

PUBLIC UTILITY &  
DRAINAGE EASEMENT

LOT 1  
1.148 Acres

CONCRETE PAD  
W/ELECTRIC MOTOR

PROPANE  
STORAGE TANK

CR/KWW Partnership, Ltd.  
Remainder of  
500.00 Acres  
Vol. 3055, Pg's 603-614,  
Official Records of Kendall County

PUBLIC UTILITY &  
DRAINAGE EASEMENT

John Remming  
Survey No. 584  
Abstract No. 402

C.F. Bergmann  
Survey No. 822  
Abstract No. 1047

Jim Guy Egbert, Chris Howard Hoogemeyer, Jan C. Worrell,  
Jay Gilmore, & Douglas Scot Wilson  
10.05 Acre Tract  
Vol. 1472, Pg's 324-329  
Vol. 1472, Pg's 343-350  
Vol. 1472, Pg's 356-371  
Vol. 1475, Pg's 305-311  
Vol. 1475, Pg's 329-335  
Official Records of Kendall County

PUBLIC UTILITY &  
DRAINAGE EASEMENT

- LEGEND**
- Original Patent Survey Line
  - = Set 1/2" Iron pin with red cap stamped "NW Cude"
  - = Found 1/2" Iron pin
  - R.O.W. = Right-Of-Way Line



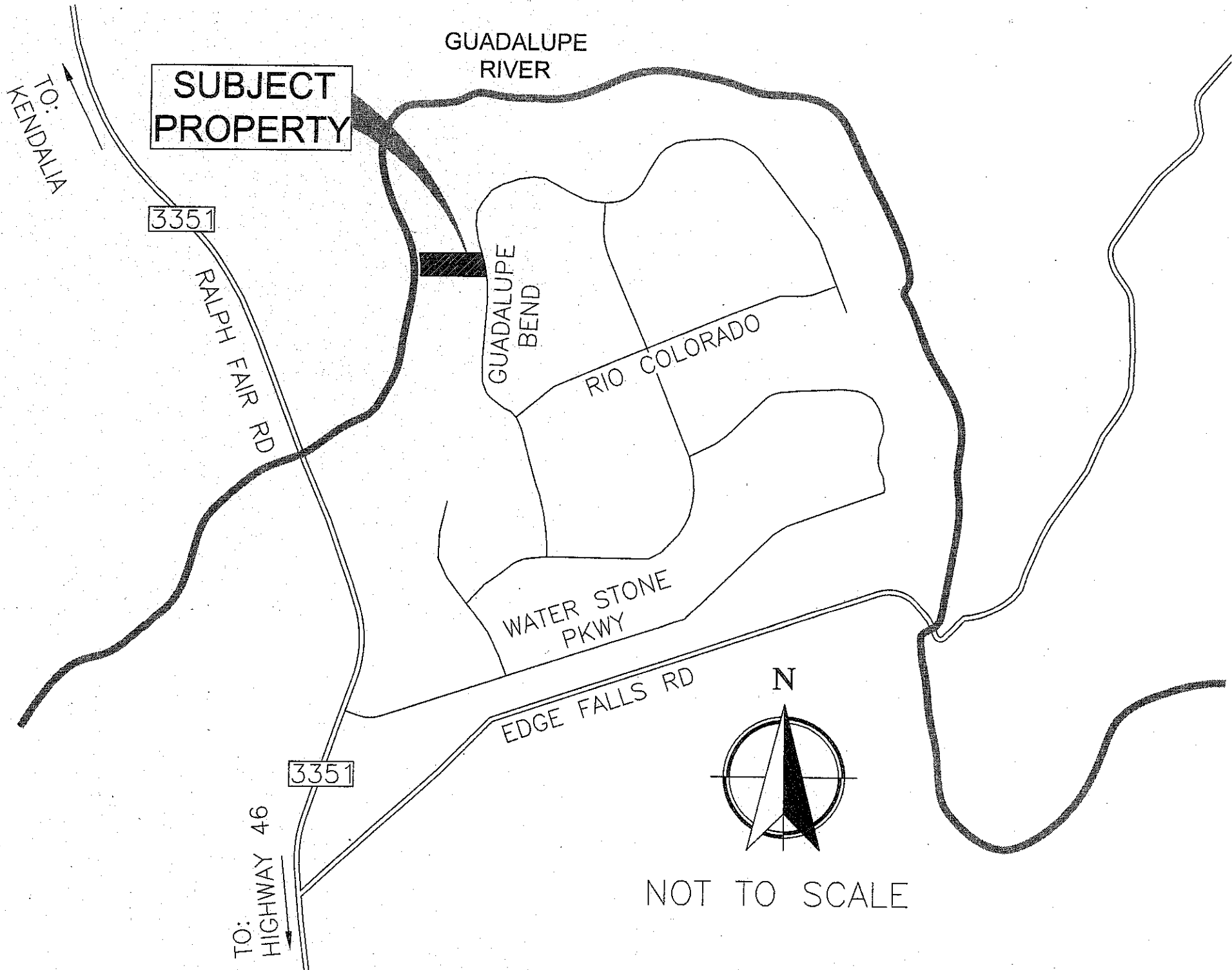
CUDE ENGINEERS  
4122 POND HILL RD., SUITE 101  
SAN ANTONIO, TEXAS 78231  
TEL 210.681.2351 • FAX 210.522.7112  
WWW.CUDEENGINEERS.COM  
TYPE FIRM #455  
TSPLS FIRM #10048500



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 11/14/2016**  
**OPEN SESSION**

<b>SUBJECT</b>	Amending Plat Lot 64 & 65 in Waterstone Subdivision
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Development Management - Richard Tobolka
<b>PHONE # OR EXTENSION #</b>	830-249-9343 Ext. 250
<b>TIME NEEDED FOR PRESENTATION</b>	5 Minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action on an amending plat of Lots 64 & 65 in Waterstone Subdivision, Kendall County, Texas in accordance to section 209 of the Kendall County Development Rules and Regulations. The purpose of the amending plat is to combine Lots 64 and 65 create Lot 64A (Douglas and Deborah Sorenson).
<b>REASON FOR AGENDA ITEM</b>	Amending Plat Lot 64 & 65 in Waterstone Subdivision
<b>IS THERE DOCUMENTATION</b>	Yes
<b>WHO WILL THIS AFFECT?</b>	Pct #3
<b>ADDITIONAL INFORMATION</b>	None



LOT 64A, WATERSTONE ON THE GUADALUPE SUBDIVISION

**LOT 64A**  
**11.898 ACRES**

APPROXIMATE SPECIAL  
FLOOD HAZARD AREA  
PER FEMA FIRM MAP  
NO. 48259C0325F  
EFFECTIVE  
DECEMBER 17, 2010

WATERSTONE ON THE  
GUADALUPE SUBDIVISION  
3/328 PRKCT

LOT 63

L=174.23'  
R=570.00'  
- Δ=17°30'50"  
CB=N 05°09'56" W  
CH=173.56'

S 03°27'48" W  
72.20'

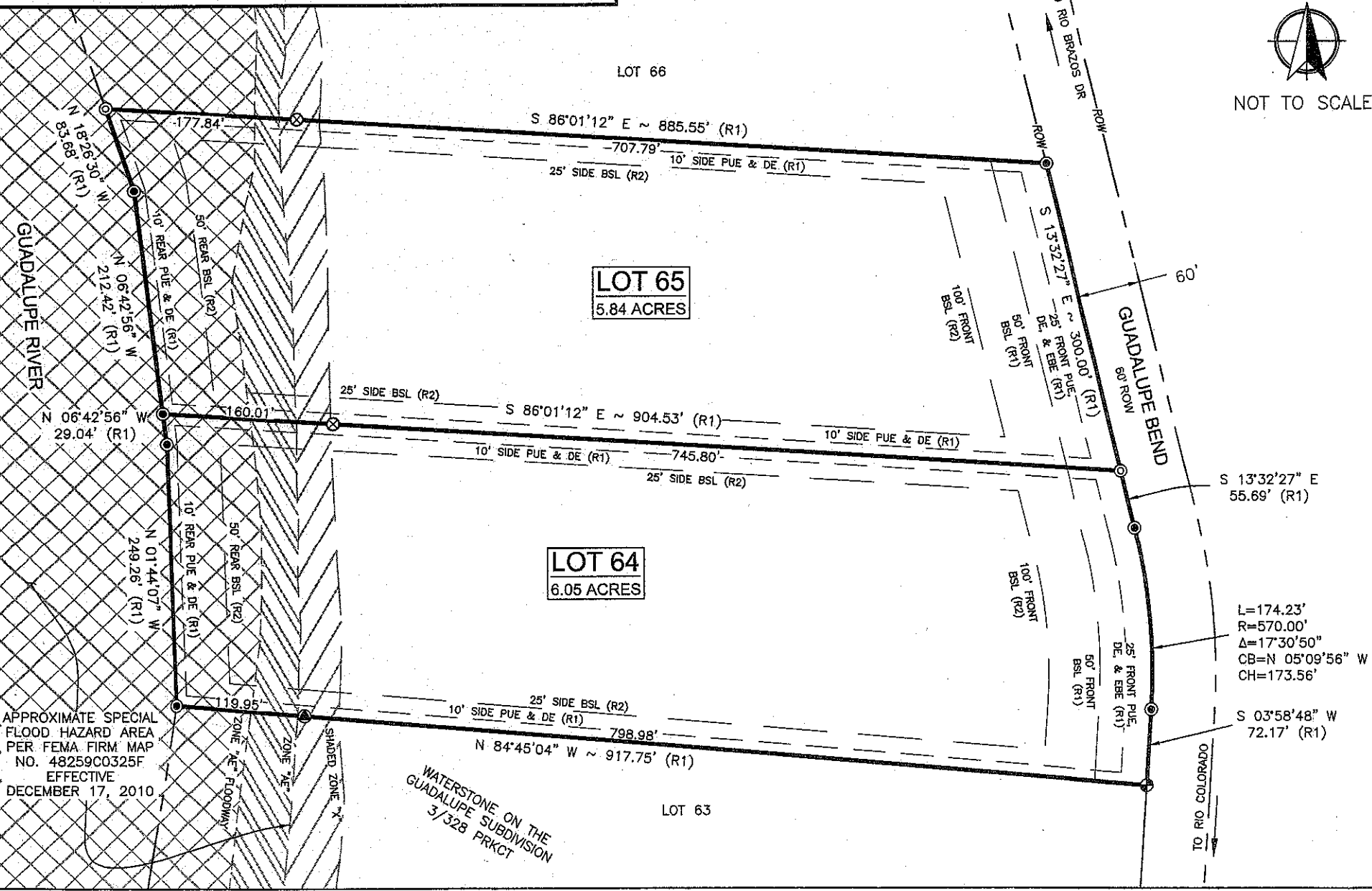


**EXISTING PLAT**

LOT 64 & LOT 65, WATERSTONE ON THE GUADALUPE SUBDIVISION



NOT TO SCALE





## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 11/14/2016**  
**OPEN SESSION**

<b>SUBJECT</b>	2017 CDBG for Comfort WCID
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	County Auditor's Office Corinna Speer, County Auditor
<b>PHONE # OR EXTENSION #</b>	830-249-9343 Ext. # 240
<b>TIME NEEDED FOR PRESENTATION</b>	5 Minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action to apply for a 2017 Texas Community Development Block Grant for Comfort WCID #1.
<b>REASON FOR AGENDA ITEM</b>	Apply for CDBG grant.
<b>IS THERE DOCUMENTATION</b>	No
<b>WHO WILL THIS AFFECT?</b>	The public
<b>ADDITIONAL INFORMATION</b>	None



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

<b>COMMISSIONER COURT DATE: 11/14/2016</b> <b>OPEN SESSION</b>	
<b>SUBJECT</b>	Comfort WCID #1 Project - TxCDBG 7216251 RFP - Administrative Services
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	County Auditor's Office Corinna Speer, County Auditor  Keith Marquart Comfort WCID
<b>PHONE # OR EXTENSION #</b>	830-249-9343 Ext. # 240
<b>TIME NEEDED FOR PRESENTATION</b>	5 Minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action to approve the Requests for Proposal of Administrative Services for the Texas Community Development Block Grant 7216251, for water system improvements at the Comfort WCID #1.
<b>REASON FOR AGENDA ITEM</b>	To approve the RFP for Administrative Services.
<b>IS THERE DOCUMENTATION</b>	No
<b>WHO WILL THIS AFFECT?</b>	The public
<b>ADDITIONAL INFORMATION</b>	None



**KENDALL COUNTY COMMISSIONERS COURT  
AGENDA REQUEST**

<b>COMMISSIONER COURT DATE: 11/14/2016 OPEN SESSION</b>	
<b>SUBJECT</b>	Comfort WCID #1 Project - TxCDBG 7216251 RFQ - Engineering Services
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	County Auditor's Office Corinna Speer, County Auditor  Keith Marquart Comfort WCID
<b>PHONE # OR EXTENSION #</b>	830-249-9343 Ext. # 240
<b>TIME NEEDED FOR PRESENTATION</b>	5 Minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action to approve the Requests for Qualifications of Engineering Services for the Texas Community Development Block Grant 7216251, for water system improvements at the Comfort WCID #1.
<b>REASON FOR AGENDA ITEM</b>	To approve the RFQ for Engineering Services.
<b>IS THERE DOCUMENTATION</b>	No
<b>WHO WILL THIS AFFECT?</b>	The public
<b>ADDITIONAL INFORMATION</b>	None



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

<b>COMMISSIONER COURT DATE: 11/14/2016</b> <b>OPEN SESSION</b>	
<b>SUBJECT</b>	Proposed revised order regulating food establishments in Kendall County
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Don Allee, County Attorney
<b>PHONE # OR EXTENSION #</b>	830-249-9343 ext 295
<b>TIME NEEDED FOR PRESENTATION</b>	5 minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action concerning scheduling a public hearing and authorizing publication of notice of the hearing concerning adoption of a revised order regulating food establishments in Kendall County pursuant to Chapter 437, Texas Health and Safety Code.
<b>REASON FOR AGENDA ITEM</b>	The current comprehensive order was adopted in 2003. An order adopting amended Food Establishment Rules adopted by the State of Texas was approved by the Court on June 27, 2016. The proposed order would replace both orders.
<b>IS THERE DOCUMENTATION</b>	Proposed Order (Note: The proposed order is subject to revision by the Commissioners Court prior to adoption.)
<b>WHO WILL THIS AFFECT?</b>	All food establishments operating in Kendall County, including those within the City of Boerne.
<b>ADDITIONAL INFORMATION</b>	None



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 11/14/2016**  
**OPEN SESSION**

<b>SUBJECT</b>	Park hours
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Parks Department, Daniel Vetter, Parks Manager
<b>PHONE # OR EXTENSION #</b>	830.537.3470 Ext. 509
<b>TIME NEEDED FOR PRESENTATION</b>	1 Minute
<b>WORDING OF AGENDA ITEM</b>	Consideration on the change of the park hours
<b>REASON FOR AGENDA ITEM</b>	To keep the parks open for a longer duration of time so the public can enjoy all the amenities the park has to offer.
<b>IS THERE DOCUMENTATION</b>	Yes
<b>WHO WILL THIS AFFECT?</b>	Countywide
<b>ADDITIONAL INFORMATION</b>	None

**Joshua Springs Park**

March 1st - April 30th	7:00 AM - 7:00 PM
May 1st - September 30th	7:00 AM - 8:30 PM
October 1st - November 5th	7:00 AM - 7:00 PM
November 6th - February 28th	7:00 AM - 6:00 PM

**James Kiehl**

Sunrise to Sunset

**Kreutzberg**

PROPOSED



**KENDALL COUNTY COMMISSIONERS COURT  
AGENDA REQUEST**

<b>COMMISSIONER COURT DATE: 11/14/2016 OPEN SESSION</b>	
<b>SUBJECT</b>	Joshua Springs Park & Preserve gates
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Parks Department, Daniel Vetter, Parks Manager
<b>PHONE # OR EXTENSION #</b>	830.537.3470 Ext. 509
<b>TIME NEEDED FOR PRESENTATION</b>	2 Minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration on purchasing an automatic gate mechanism for Joshua Springs Park & Preserve.
<b>REASON FOR AGENDA ITEM</b>	To keep the park open for a longer duration of time throughout the year, while implementing scheduled work hours for maintenance personnel.
<b>IS THERE DOCUMENTATION</b>	No
<b>WHO WILL THIS AFFECT?</b>	Countywide
<b>ADDITIONAL INFORMATION</b>	\$7,000-\$18,000





## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 11/14/2016**  
**OPEN SESSION**

<b>SUBJECT</b>	Law Enforcement Center Project Change Order Authority
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	County Judge, Darrel L. Lux
<b>PHONE # OR EXTENSION #</b>	830-249-9343, ext. 212
<b>TIME NEEDED FOR PRESENTATION</b>	2 minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action concerning authorizing the Commissioner for Precinct 3 to approve change orders at the Law Enforcement Center.
<b>REASON FOR AGENDA ITEM</b>	To avoid delays, it is necessary for the Commissioner to have authority to approve change orders so work can proceed.
<b>IS THERE DOCUMENTATION</b>	No
<b>WHO WILL THIS AFFECT?</b>	Law Enforcement Center
<b>ADDITIONAL INFORMATION</b>	None



**KENDALL COUNTY COMMISSIONERS COURT  
AGENDA REQUEST**

**COMMISSIONER COURT DATE: 11/14/2016  
OPEN SESSION**

<b>SUBJECT</b>	Payment Phase 1 for courthouse project
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Al Auxier, Sheriff
<b>PHONE # OR EXTENSION #</b>	830-249-9721
<b>TIME NEEDED FOR PRESENTATION</b>	5 minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action to fund Phase 1 of the courthouse project plan as submitted by the Alliance for Community Solutions.
<b>REASON FOR AGENDA ITEM</b>	To improve and enhance courthouse security
<b>IS THERE DOCUMENTATION</b>	No
<b>WHO WILL THIS AFFECT?</b>	Courthouse employees, public
<b>ADDITIONAL INFORMATION</b>	To be funded as planned by funds budgeted for this years budget



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 11/14/2016**

**OPEN SESSION**

<b>SUBJECT</b>	Update on Ambulance and Equipment for new unit and remount
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Jeffery Fincke, EMS Administrator Darrel L. Lux, County Judge
<b>PHONE # OR EXTENSION #</b>	830 249-3721
<b>TIME NEEDED FOR PRESENTATION</b>	5 minutes
<b>WORDING OF AGENDA ITEM</b>	Report on progress in adding new unit for peak time, equipment needed and information on remount. Action if needed.
<b>REASON FOR AGENDA ITEM</b>	Progress report
<b>IS THERE DOCUMENTATION</b>	Progress report in Court
<b>WHO WILL THIS AFFECT?</b>	County
<b>ADDITIONAL INFORMATION</b>	All monies were budgeted for 2017 budget year.



**KENDALL COUNTY COMMISSIONERS COURT  
AGENDA REQUEST**

**COMMISSIONER COURT DATE: 11/14/2016  
OPEN SESSION**

<b>SUBJECT</b>	2016 Tabletop Exercise
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Jeffery Fincke, EMC
<b>PHONE # OR EXTENSION #</b>	830 249-3721
<b>TIME NEEDED FOR PRESENTATION</b>	5 minutes
<b>WORDING OF AGENDA ITEM</b>	Discussion and Action about upcoming tabletop exercise for County.
<b>REASON FOR AGENDA ITEM</b>	TDEM requires that all jurisdictions have annual tabletop exercise at the minimum.
<b>IS THERE DOCUMENTATION</b>	No
<b>WHO WILL THIS AFFECT?</b>	County department heads, elected officials and supervisors.
<b>ADDITIONAL INFORMATION</b>	No cost, except for time



**KENDALL COUNTY COMMISSIONERS COURT  
AGENDA REQUEST**

<b>COMMISSIONER COURT DATE: 11/14/2016</b> <b>OPEN SESSION</b>	
<b>SUBJECT</b>	Emergency response
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Road and Bridge: Ricky Pfeiffer , Road Supervisor.
<b>PHONE # OR EXTENSION #</b>	830-249-9343 EXT 656
<b>TIME NEEDED FOR PRESENTATION</b>	2 Minutes
<b>WORDING OF AGENDA ITEM</b>	Discuss and take action to pay Road and Bridge employees for emergency call out time.
<b>REASON FOR AGENDA ITEM</b>	Special compensation for emergency work
<b>IS THERE DOCUMENTATION</b>	Yes
<b>WHO WILL THIS AFFECT?</b>	Road and Bridge Department, payroll
<b>ADDITIONAL INFORMATION</b>	None

**KENDALL COUNTY  
Road & Bridge Department**

**EMERGENCY RESPONSE TIME  
Summary: October 2016**

<b>Employee Name</b>	<b>Date</b>	<b>Total Call Out Hrs</b>	<b>Compensated Time</b>
Ward Jones	10/20/2016	3.5	3.5
Jason Martinez	10/08/2016	2.0	2.0
Victor Nieto	10/20/2016	3.5	3.5

The above listed employee(s) were called out to: Repair sign on Crabapple Rd and remove tree from Holiday Rd.

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

Approximate grand total amount: \$215.84

Commissioners Court: 11/14/2016



**KENDALL COUNTY COMMISSIONERS COURT  
AGENDA REQUEST**

**COMMISSIONER COURT DATE: 11/14/2016  
OPEN SESSION**

<b>SUBJECT</b>	Interlocal Agreement for the Alamo Workforce Development Area
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Darrel L. Lux, County Judge
<b>PHONE # OR EXTENSION #</b>	830-249-9343, ext. 213
<b>TIME NEEDED FOR PRESENTATION</b>	5 minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action concerning the INTERLOCAL AGREEMENT FOR THE ALAMO WORKFORCE DEVELOPMENT AREA (Third Amendment).
<b>REASON FOR AGENDA ITEM</b>	To establish a unified workforce development system throughout the 13-county region and to establish the rights and responsibilities of the City of San Antonio, Bexar County and the Area Judges.
<b>IS THERE DOCUMENTATION</b>	No
<b>WHO WILL THIS AFFECT?</b>	General public
<b>ADDITIONAL INFORMATION</b>	None



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 11/14/2016**  
**OPEN SESSION**

<b>SUBJECT</b>	Job description for General Counsel
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Darrel Lux, County Judge Don Allee, County Attorney
<b>PHONE # OR EXTENSION #</b>	830-249-9343 ext 295
<b>TIME NEEDED FOR PRESENTATION</b>	5 minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action concerning job description of General Counsel.
<b>REASON FOR AGENDA ITEM</b>	Position subject to approval by the Commissioners Court.
<b>IS THERE DOCUMENTATION</b>	Proposed job description will be provided to members of the Court and is subject to revision by the Court.
<b>WHO WILL THIS AFFECT?</b>	Persons serving in the position of General Counsel.
<b>ADDITIONAL INFORMATION</b>	None