



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 4/10/2017**  
**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 March 27, 2017.
<b>REASON FOR AGENDA ITEM</b>	To approve the Minutes from the previous Commissioners Court meeting.
<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: 4/10/2017**  
**OPEN SESSION**

<b>SUBJECT</b>	FY2017 Budget Adjustments
<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 on the approval of amending the FY2017 budget through new revenue certification and budget adjustments.
<b>REASON FOR AGENDA ITEM</b>	To correctly allocate funds needed in the budget.
<b>IS THERE DOCUMENTATION</b>	Yes Financial Transparency Link / County Auditor Web Page
<b>WHO WILL THIS AFFECT?</b>	Any department needing a budget adjustment
<b>ADDITIONAL INFORMATION</b>	None

TO: KENDALL COUNTY COMMISSIONERS COURT

FROM: COUNTY AUDITOR'S OFFICE

DATE: APRIL 10, 2017

THE FOLLOWING BUDGET AMENDMENTS TRANSFER BUDGETED FUNDS FROM ONE LINE ITEM TO ANOTHER.

COUNTY JUDGE:

10-400-54810	DUES	+	200
10-400-53130	AWARDS	-	200

COUNTY COMMISSIONERS:

10-401-51025	EXEMPT PERSONNEL	+	62,960
10-401-56030	CONTINGENCIES - OTHER COMP	-	62,960

ELECTIONS DEPARTMENT:

10-404-54523	SOFTWARE MAINTENANCE	+	740
10-404-54522	HARDWARE MAINTENANCE	-	410
10-404-54999	OTHER SERVICES & CHARGES	-	330

COUNTY COURT AT LAW:

10-430-51010	ELECTED OFFICIALS	+	3,112
10-430-51025	EXEMPT PERSONNEL	+	1,249
10-430-51490	TEMPORARY	+	257
10-430-51520	JUVENILE JUDGE SUPPLEMENT	+	50
10-430-52030	RETIREMENT	+	417
10-430-51999	EMPLOYEES	-	5,085

DISTRICT COURT:

10-435-51490	TEMPORARY	+	3,000
10-435-52040	WORKERS COMPENSATION	+	147
10-435-54085	JUDICIAL REGION ASSESSMENT	+	130
10-435-54523	SOFTWARE MAINTENANCE	-	3,277

COUNTY ATTORNEY:

10-475-51010	ELECTED OFFICIALS	+	1,924
10-475-51030	ASSISTANTS	+	12,654
10-475-51045	DEPUTIES	+	4,711
10-475-51080	PART-TIME	+	2,689
10-475-51300	INVESTIGATIONS	+	852
10-475-51750	LONGEVITY	+	1,900
10-475-52010	SOCIAL SECURITY TAXES	+	433
10-475-52030	RETIREMENT	+	1,488
10-475-52100	EMPLOYEE INSURANCE BENEFIT	+	50
10-475-53120	LAW BOOKS	+	1,239
10-475-54240	INTERNET SERVICES	+	56
10-475-51999	EMPLOYEES	-	20,887
10-475-52020	GROUP INSURANCE	-	1,351
10-475-52040	WORKERS COMPENSATION	-	77
10-475-53100	OFFICE SUPPLIES	-	1,055
10-475-53110	POSTAGE	-	53
10-475-54200	TELEPHONE	-	35
10-475-54260	MILEAGE	-	200
10-475-54523	SOFTWARE MAINTENANCE	-	360
10-475-54620	LEASE - OFFICE EQUIPMENT	-	488
10-475-54860	CONTRACT LABOR	-	1,690
10-475-55500	OFFICE EQUIPMENT	-	1,800

TO: KENDALL COUNTY COMMISSIONERS COURT

FROM: COUNTY AUDITOR'S OFFICE

DATE: APRIL 10, 2017

THE FOLLOWING BUDGET AMENDMENTS TRANSFER BUDGETED FUNDS FROM ONE LINE ITEM TO ANOTHER.

COUNTY AUDITOR:

10-495-54300	BIDDING & NOTICES	+	270
10-495-54800	BONDS	+	93
10-495-54061	COUNTY APPRAISAL DISTRICT	-	363

COURTHOUSE & RELATED BUILDINGS:

10-510-53330	OPERATING	+	2,000
10-510-53300	FUEL & OIL	-	2,000

DETENTION:

10-512-51500	OTHER COMPENSATION	+	850
10-512-53110	POSTAGE	+	700
10-512-55500	OFFICE EQUIPMENT	-	1,550

EMERGENCY MEDICAL SERVICE:

10-540-51060	EMS TECHNICIANS	+	103,902
10-540-52010	SOCIAL SECURITY TAXES	+	8,700
10-540-52020	GROUP INSURANCE	+	18,650
10-540-52030	RETIREMENT	+	8,100
10-540-54620	LEASE - OFFICE EQUIPMENT	+	3,050
10-540-55200	VEHICLE PURCHASE/TOTAL VALUE	+	201,500
10-540-55400	SMALL OPERATING EQUIPMENT	+	94,500
10-540-55410	RADIO & RADAR EQUIPMENT	+	4,648
10-540-54075	EMS BILLING COLLECTIONS	-	3,050
10-400-56020	CONTINGENCIES - MISCELLANEOUS	-	440,000

RURAL FIRE DEPARTMENT:

10-545-54510	MACHINERY - REPAIR & MAINT	+	810
10-545-54820	PROPERTY & LIAB INSURANCE	+	330
10-545-53330	OPERATING	-	1,140

RURAL FIRE - WARING:

10-549-54270	CONFERENCE/TRAINING	+	475
10-549-54510	MACHINERY - REPAIR & MAINT	-	475

CONSTABLE PRECINCT 4:

10-554-54800	BONDS	+	178
10-554-54810	DUES	+	60
10-554-54240	INTERNET SERVICES	-	238

COUNTY BRUSH SITE:

10-596-51490	TEMPORARY	+	1,500
10-596-51500	OTHER COMPENSATION	-	1,500

HEALTH INSPECTOR:

10-636-52100	EMPLOYEE INSURANCE BENEFIT	+	357
10-636-51030	ASSISTANTS	-	357



TO: KENDALL COUNTY COMMISSIONERS COURT

FROM: COUNTY AUDITOR'S OFFICE

DATE: APRIL 10, 2017

THE FOLLOWING BUDGET AMENDMENTS TRANSFER BUDGETED FUNDS FROM ONE LINE ITEM TO ANOTHER.

PARKS:

10-660-55900	OTHER CAPITAL OUTLAY	+	12,269
10-660-51490	TEMPORARY	-	6,880
10-660-53330	OPERATING	-	2,618
10-660-55530	OFFICE FURNITURE	-	2,771

EMS DONATIONS:

12-540-53330	OPERATING	+	2,700
12-540-54520	OFFICE EQUIP - REPAIR & MAINT	-	2,700

ANIMAL FACILITY DONATIONS:

14-408-53330	OPERATING	+	2,000
14-408-55900	OTHER CAPITAL OUTLAY	-	2,000

COURT REPORTER SERVICE:

16-430-53100	OFFICE SUPPLIES	+	147
16-435-53100	OFFICE SUPPLIES	+	1,200
16-430-54999	OTHER SERVICES & CHARGES	-	147
16-435-55900	OTHER CAPITAL OUTLAY	-	1,200

JUSTICE COURT TECHNOLOGY - JP #4:

21-458-54523	SOFTWARE MAINTENANCE	+	900
21-458-53330	OPERATING	-	900

S.O. FEDERAL ASSET FORFEITURE:

87-560-53330	OPERATING	+	25,000
87-560-55900	OTHER CAPITAL OUTLAY	-	25,000

TO: KENDALL COUNTY COMMISSIONERS COURT

FROM: COUNTY AUDITOR'S OFFICE

DATE: APRIL 10, 2017

**THE FOLLOWING BUDGET AMENDMENTS WILL INCREASE THE GENERAL FUND BUDGET THROUGH CERTIFICATION OF A NEW REVENUE SOURCE.**

REVENUE:

10-318-41110	CONSTITUTIONAL JUDGE SUPPLEMENT	+	20,100
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EXPENSE:

10-400-51521	STATE SALARY SUPPLEMENT	+	20,100
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REVENUE:

10-361-46010	CONTRIBUTIONS	+	32,000
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EXPENSE:

10-401-56040	CONTINGENCIES - RADIO EQUIPMENT	+	32,000
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REVENUE:

10-361-46060	INSURANCE PROCEEDS	+	18,607
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EXPENSE:

10-549-54500	BUILDINGS - REPAIR & MAINT	+	18,607
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**THE FOLLOWING BUDGET AMENDMENTS WILL INCREASE THE GENERAL FUND BUDGET BY INCREASING FUND BALANCE TO BE EXPENDED.**

REVENUE:

10-390-46750	FUND BALANCE TO BE EXPENDED	+	81,049
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EXPENSE:

10-400-52010	SOCIAL SECURITY TAXES	+	1,285
10-400-52020	GROUP INSURANCE	+	67
10-400-52030	RETIREMENT	+	1,269
10-400-52100	EMPLOYEE INSURANCE BENEFIT	+	2,280
10-401-51025	EXEMPT PERSONNEL	+	12,649
10-401-52010	SOCIAL SECURITY TAXES	+	5,785
10-401-52030	RETIREMENT	+	5,051
10-401-52100	EMPLOYEE INSURANCE BENEFIT	+	1,710
10-401-55530	OFFICE FURNITURE	+	1,190
10-401-56096	CONT. - MOBILITY IMPROVEMENT PROJ.	+	162
10-405-52020	GROUP INSURANCE	+	304
10-475-51030	ASSISTANTS	+	2,211
10-579-53330	OPERATING	+	5,052
10-579-54400	UTILITIES	+	1,500
10-590-51530	COMPENSATION PAYOUT	+	6,230
10-590-52010	SOCIAL SECURITY TAXES	+	480
10-590-52020	GROUP INSURANCE	+	650
10-590-52030	RETIREMENT	+	420
10-590-52100	EMPLOYEE INSURANCE BENEFIT	+	180
10-595-51530	COMPENSATION PAYOUT	+	6,500
10-595-52010	SOCIAL SECURITY TAXES	+	560
10-595-52020	GROUP INSURANCE	+	24
10-595-52030	RETIREMENT	+	490
10-595-54531	SMALL EQUIP - REPAIR & MAINT	+	5,000
10-596-54540	VEHICLE - REPAIR & MAINT	+	20,000

TO: KENDALL COUNTY COMMISSIONERS COURT

FROM: COUNTY AUDITOR'S OFFICE

DATE: APRIL 10, 2017

THE FOLLOWING BUDGET AMENDMENT WILL INCREASE THE COURT REPORTER SERVICE FUND BUDGET BY INCREASING FUND BALANCE TO BE EXPENDED.

REVENUE:

16-390-46750	FUND BALANCE TO BE EXPENDED	+	20,000
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EXPENSE:

16-435-54999	OTHER SERVICES & CHARGES	+	20,000
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THE FOLLOWING BUDGET AMENDMENT WILL INCREASE THE VITAL STATISTICS RECORDS FUND BUDGET BY INCREASING FUND BALANCE TO BE EXPENDED.

REVENUE:

27-390-46750	FUND BALANCE TO BE EXPENDED	+	507
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EXPENSE:

27-403-53330	OPERATING	+	507
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THE FOLLOWING BUDGET AMENDMENT WILL INCREASE THE LEOSE TRAINING FUND BUDGET BY INCREASING FUND BALANCE TO BE EXPENDED.

REVENUE:

29-390-46750	FUND BALANCE TO BE EXPENDED	+	1,000
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EXPENSE:

29-554-54280	TRAINING	+	1,000
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94-06-17A08:14 RCVD *gib*

COMMISSIONERS COURT DATE 04-10-2017

REASON FOR BUDGET AMENDMENT

Dues increased

D.S.L.  
ELECTED OFFICIAL / DEPARTMENT HEAD

04-04-2017  
DATE

REQUEST FOR BUDGET AMENDMENT  
FY 2017

04-04-17A08:58 RCVD *dr*

DEPARTMENT Elections

COMMISSIONERS COURT DATE 4/10/17

AMOUNT \$  
REQUESTED

FROM  
LINE ITEM

TO  
LINE ITEM

REASON FOR BUDGET AMENDMENT

410.00

10.404.54522

10.404.54523

Cover Maintenance & Support Fees

330.00

10.404.54999

10.404.54523

Cover Maintenance & Support Fees

REQUESTED BY:

*Steve Decker*  
ELECTED OFFICIAL / DEPARTMENT HEAD

4/4/17  
DATE

## FY 2017

04-04-17A09:50 RCVD AB

COMMISSIONERS COURT DATE 4.10.17

### REASON FOR BUDGET AMENDMENT

MORE OPERATING  
EXPENDITURE THEN  
WE ACCOUNTED FOR

ROBERT KINSEY  
ELECTED OFFICIAL / DEPARTMENT HEAD

4-4-17  
DATE

REQUEST FOR BUDGET AMENDMENT  
FY 2017

04-03-17P04:43 RCVB *db*

DEPARTMENT Detention

COMMISSIONERS COURT DATE April 10, 2017

<u>AMOUNT \$</u> <u>REQUESTED</u>	<u>FROM</u> <u>LINE ITEM</u>	<u>TO</u> <u>LINE ITEM</u>	<u>REASON FOR BUDGET AMENDMENT</u>
<u>\$850</u>	<u>10-512-55500</u>	<u>10-512-51500</u>	<u>Provide funding for jailer certificate pay</u>
<u>\$700</u>	<u>10-512-55500</u>	<u>10-512-53110</u>	<u>Provide funding for postage</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
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REQUESTED BY:

*Let Rbt Am*  
ELECTED OFFICIAL / DEPARTMENT HEAD

April 3, 2017  
DATE

## FY 2017.

## Rural Fire (545)

COMMISSIONERS COURT DATE 4/10/2017

REASON FOR BUDGET AMENDMENT

Use some of this funding to repair damaged compressor and insurance paid us \$952.50

54820

### Add'l Coverages for Kendalia VFD

Jeff Furse

ELECTED OFFICIAL / DEPARTMENT HEAD

03-30-17A09:02 RCVD *CS*

4/3/17

DATE \_\_\_\_\_



REQUEST FOR BUDGET AMENDMENT  
FY 2017

DEPARTMENT Waring VFD

COMMISSIONERS COURT DATE

4/10/17AMOUNT \$  
REQUESTEDFROM  
LINE ITEMTO  
LINE ITEMREASON FOR BUDGET AMENDMENT

\$475.00

54510

54270

Shortfall for EMT Class

REQUESTED BY:

Ralph E. Treib  
ELECTED OFFICIAL / DEPARTMENT HEAD

3/31/17  
DATE

REQUEST FOR BUDGET AMENDMENT  
FY 2017

04-04-17A08:41 RCVD *9*

DEPARTMENT Constable Pct 4

COMMISSIONERS COURT DATE 04-10-17

AMOUNT \$  
REQUESTED

FROM  
LINE ITEM

TO  
LINE ITEM

REASON FOR BUDGET AMENDMENT

\$ 178<sup>00</sup> ~~xx~~

10-554-5240

10-554-52800

not budgeted for Bond

\$ 60<sup>00</sup> ~~xx~~

10-554-5240

10-554-54810

Not budgeted for Dues

REQUESTED BY:

Brian Vaughn  
ELECTED OFFICIAL / DEPARTMENT HEAD

04-04-17  
DATE

# REQUEST FOR BUDGET AMENDMENT

FY 2017

04-06-17A08:14 RCVD *gls*

DEPARTMENT

Parks

COMMISSIONERS COURT DATE

4/10/17

AMOUNT \$  
REQUESTED

FROM  
LINE ITEM

TO  
LINE ITEM

REASON FOR BUDGET AMENDMENT

6,880

10-660-51490

10-660-53900

AUTOMATIC GATES @ JSPP

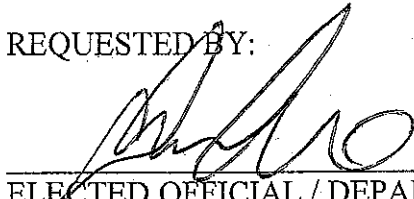
2,771

10-660-55530

2,618

10-660-58830

REQUESTED BY:



ELECTED OFFICIAL / DEPARTMENT HEAD

DATE

4/10/17



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 4/10/2017**  
**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**

**COMMISSIONER COURT DATE: 4/10/2017  
OPEN SESSION**

<b>SUBJECT</b>	Parkinson's Disease Awareness Month
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	LaNell Day, Chairman, Boerne Hills of Texas Parkinsons Support Group Advisory Board Darrel L. Lux, County Judge
<b>PHONE # OR EXTENSION #</b>	830-249-9343, ext 212
<b>TIME NEEDED FOR PRESENTATION</b>	3 minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action on proclaiming the month of April as Parkinson's Disease Awareness Month in Kendall County.
<b>REASON FOR AGENDA ITEM</b>	On April 11, 2017 World Parkinson's Day will celebrate the 200th anniversary of the diagnosis of Parkinson's Disease.
<b>IS THERE DOCUMENTATION</b>	Yes
<b>WHO WILL THIS AFFECT?</b>	The public
<b>ADDITIONAL INFORMATION</b>	None

## PROCLAMATION

**WHEREAS**, Parkinson's disease is a chronic, progressive, neurological disease and is the second most common neurodegenerative disease in the United States;

**WHEREAS**, there is inadequate data on the incidence and prevalence of Parkinson's disease, but it is estimated to affect 500,000 to 1,500,000 people in the United States and the prevalence will more than double by 2040;

**WHEREAS**, Parkinson's disease is the 14th leading cause of death in the United States according to the Centers for Disease Control and Prevention;

**WHEREAS**, it is estimated that the economic burden of Parkinson's disease is at least \$14.4 billion annually, including indirect costs to patients and family members of \$6.3 billion;

**WHEREAS**, research suggests the cause of Parkinson's disease is a combination of genetic and environmental factors, but the exact cause and progression of the disease is still unknown;

**WHEREAS**, there is no objective test or biomarker for Parkinson's disease, and there is no cure or drug to slow or halt the progression of the disease;

**WHEREAS**, the symptoms of Parkinson's disease vary from person to person and can include tremors; slowness of movement and rigidity; difficulty with balance, swallowing, chewing, and speaking; cognitive impairment and dementia; mood disorders (such as depression and anxiety); constipation; skin problems; and sleep difficulties;

**WHEREAS**, volunteers, researchers, caregivers, and medical professionals are working to improve the quality of life of persons living with Parkinson's disease and their families;

**WHEREAS**, research, education, and community support services are needed to find more effective treatments and to provide access to quality care to those living with the disease today;

**WHEREAS**, in 1817 an English doctor by the name of James Parkinson published the first detailed description of what we know as Parkinson's Disease and on April 11, 2017, World Parkinson's day will celebrate the 200 Anniversary of the diagnoses of Parkinson's disease;

**NOW, THEREFORE**, I, Darrel L. Lux, County Judge of Kendall County, Texas, do hereby proclaim April as Parkinson's Disease Awareness Month in Kendall County.

Signed this 10th day of April 2017.

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Darrel L. Lux  
Kendall County Judge



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 4/10/2017  
OPEN SESSION

SUBJECT	Biedenharn Development
DEPARTMENT & PERSON MAKING REQUEST	Christina Bergmann, Commissioner Pct. 1
PHONE # OR EXTENSION #	830-331-8254
TIME NEEDED FOR PRESENTATION	15 minutes
WORDING OF AGENDA ITEM	Presentation of the proposed Biedenharn Development and creation of WCID #3. Action as necessary.
REASON FOR AGENDA ITEM	To inform the Court and public
IS THERE DOCUMENTATION	No
WHO WILL THIS AFFECT?	The public
ADDITIONAL INFORMATION	None



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 4/10/2017**  
**OPEN SESSION**

<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: 4/10/2017**  
**OPEN SESSION**

<b>SUBJECT</b>	PROPOSED MIXED-USE COMMUNITY DISTRICT AND R-4, MULTI-FAMILY RESIDENTIAL DISTRICT
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Richard Elkins Commissioner Precinct 2
<b>PHONE # OR EXTENSION #</b>	830-249-9343 ext 315
<b>TIME NEEDED FOR PRESENTATION</b>	15 minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action concerning proposed mixed-use community district and R-4, Multi-Family residential District at 17 Herff Road, Boerne, TX.
<b>REASON FOR AGENDA ITEM</b>	Protect Natural Resources, Boerne Quality of Life and Herff Road Thoroughfare.
<b>IS THERE DOCUMENTATION</b>	Yes
<b>WHO WILL THIS AFFECT?</b>	The Public
<b>ADDITIONAL INFORMATION</b>	Boerne Development at 17 Herff Road



# Aerial Map for 17 Herff Road



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community, Esri, HERE, DeLorme, MapmyIndia, © OpenStreetMap contributors, and the GIS user community

City Limits





**KENDALL COUNTY COMMISSIONERS COURT  
AGENDA REQUEST**

<b>COMMISSIONER COURT DATE: 4/10/2017 OPEN SESSION</b>	
<b>SUBJECT</b>	Release of Subdivision Bond High Point Ranch Phase II
<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 release of the Subdivision Bond, High Point Ranch Phase II for Roadway and Drainage in the amount of \$924,456.07.
<b>REASON FOR AGENDA ITEM</b>	Release of Subdivision Bond High Point Ranch Phase II
<b>IS THERE DOCUMENTATION</b>	Yes
<b>WHO WILL THIS AFFECT?</b>	Pct #3
<b>ADDITIONAL INFORMATION</b>	None



February 28, 2017

Mr. Rick Tobolka, P.E.  
Kendal County  
201 E. San Antonio Ave. Ste #101  
Boerne, TX 78006

**RE: High Point Ranch Phase 2  
Kendall County, Texas**

Mr. Tobolka,

This letter is to certify that the street and drainage improvements for the High Point Ranch Subdivision (Phase 2) have been constructed in accordance with the applicable Kendall County Subdivision Rules, Regulations and Specifications and any variances that were granted for this construction.

All required tests were performed on the streets per the Kendall County Development Rules and Regulations Book. Results of the tests indicate that the streets meet or exceeds material and compaction requirements. All test reports were submitted to the county during construction.

Attached to this letter are two sets of the "Plan of Record" drawings and a CD of the Record Drawings in PDF and dwg format for your files. A Maintenance Bond for a period of one year in the amount of 15% of the Performance Bond amount and will be provided.

Sincerely,  
Matkin Hoover Engineering & Surveying  
TBPE Firm Registration No. F-4512

Ken Kolancy, P.E.  
Vice President

CC: Dan Mullins, Southerland High Point Ranch LLC.





## SUBDIVISION BOND

**AMOUNT: \$924,456.07**

**BOND NO. 0688468**

KNOW ALL MEN BY THESE PRESENTS: THAT WE, Southerland High Point Ranch, LLC as Principal, and International Fidelity Insurance Company, a New Jersey corporation authorized to do business in the State of Texas with its main bonding office at One Newark Center, 20<sup>th</sup> floor, Newark, New Jersey as Surety, are held and firmly bound unto the Kendall County Judge or the Judge's successors in office as Obligee, in the full and just sum of Nine Hundred Twenty Four Thousand Four Hundred Fifty Six dollars and 07/100) \$924,456.07 lawful money of the United States, to the payment of which sum, well and truly to be made, the Principal and the Surety bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

**SIGNED, SEALED AND DATED THIS 25th of January 2016**

**WHEREAS**, the Principal has entered into an agreement with the Kendall County Judge or the Judge's Successors in office as Obligee, guaranteeing that the principal will construct, install and complete the improvements

at certain land known as, "High Point Ranch, Phase II" all of which improvements

shall be maintained and completed on or before January 25, 2018.

**The streets and the drainage requirements** for the subdivision will be constructed:

- a) In accordance with the specifications approved by the Commissioners' Court; and
- b) Within the time set by the Court, but not to exceed two years from the date of the approval of the final plat.

**NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH**, THAT IF THE principal shall carry out all the terms of said agreement and perform all the work as set forth therein, all within the time set forth in said agreement, then this obligation shall be null and void; otherwise to remain in full force and effect. FURTHERMORE, the rights of the Obligee hereunder are exclusive to it and the surety shall have no obligation hereunder to any person or entity other than the named Obligee herein. The rights of such Obligee are not assignable.

ATTEST: Cohen O. Hoskins PRINCIPAL: Southerland High Point Ranch, LLC

BY: [Signature]  
Timothy D. Smith, Treasurer, American Land Partners  
Inc., Manager of National Timber Partners, LLC  
Manager of Southerland High Point Ranch, LLC

**SURETY: International Fidelity Insurance Company**

ATTEST: [Signature]

BY: [Signature]  
Grace J. Gray Attorney-In-Fact



# POWER OF ATTORNEY

## INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY, a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

KATHLEEN M. O'BRIEN, DONNA M. BISHOP, GRACE J. GRAY

North Adams, MA.

their true and lawful attorney(s) in fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, Chief Executive Officer or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity, or other written obligation in the nature thereof or related thereto such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 22nd day of July, 2014.



STATE OF NEW JERSEY  
County of Essex

*[Signature]*

ROBERT W. MINSTER  
Chief Executive Officer (International Fidelity Insurance Company) and President (Allegheny Casualty Company)



On this 22nd day of July 2014, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal at the City of Newark, New Jersey the day and year first above written.



*[Signature]*

A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires April 16, 2019

### CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

TESTIMONY WHEREOF, I have hereunto set my hand this

25th

day of

January, 2016

*[Signature]*

MARIA BRANCO, Assistant Secretary





**KENDALL COUNTY COMMISSIONERS COURT  
AGENDA REQUEST**

<b>COMMISSIONER COURT DATE: 4/10/2017 OPEN SESSION</b>	
<b>SUBJECT</b>	Maintenance Bond High Point Ranch Phase II
<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 accepting a Maintenance Bond, High Point Ranch Phase II for Roadway and Drainage in the amount of \$138,668.41. The Maintenance Bond is effective for one year beginning April 10, 2017.
<b>REASON FOR AGENDA ITEM</b>	Maintenance Bond High Point Ranch Phase II
<b>IS THERE DOCUMENTATION</b>	Yes
<b>WHO WILL THIS AFFECT?</b>	Pct #3
<b>ADDITIONAL INFORMATION</b>	None



International Fidelity Insurance  
One Newark Center, 20<sup>th</sup> Floor  
Newark, New Jersey 07102-5207

**Maintenance Bond**

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**Bond No.: 0688468-M**

**KNOWN ALL BY THESE PRESENTS:** That we **Southerland High Point Ranch, LLC**, as Principal, and **International Fidelity Insurance Company**, a corporation organized and existing under the Laws of the State of **NJ**, as Surety, are held and firmly bound unto the **Kendall County Judge or the Judge's successors in office**, As Obligee, in the total sum of **One Hundred Thirty Eight Thousand Six Hundred Sixty Eight Dollars and 41/100 (\$138,668.41)** for the payment whereof said Principal and Surety bind themselves, jointly and severally, as provided herein.

**WHEREAS**, the Principal entered into a contract with the **Kendall County Judge or the Judge's successors in office as Obligee** dated **April 10, 2017** for the streets and drainage for **High Point Ranch Subdivision, Phase II** ("Work")

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH**, that if the Principal shall maintain and remedy said Work free from defects in materials and workmanship for a period of one (1) year commencing on **April 10, 2017** (the "Maintenance Period"), and if Obligee fails to notify Principal in writing of any necessary work that needs to be fixed or maintained within that time period, then this obligation shall be void; otherwise it shall remain in full force and effect.

**PROVIDED, HOWEVER**, that any suite under this bond shall be commenced during the Maintenance period, provided, however, that if this limitation is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law, and said period of limitation shall be deemed to have accrued and shall commence to run on the expiration date of the Maintenance Period.

SIGNED this **10th day of April, 2017**

**Southerland High Point Ranch, LLC.**

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

(Principal)

Timothy D. Smith, Treasurer, American Land Partners  
Inc., Manager of National Timber Partners, LLC  
Manager of Southerland High Point Ranch, LLC

**International Fidelity Insurance Company**

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

(Surety)

Grace J. Gray

Attorney-In-Fact



# POWER OF ATTORNEY

## INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY, a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

ERIC P. PRATT, KATHLEEN M. O'BRIEN, DIANE J. WOJCIK, DONNA M. BISHOP, GRACE J. GRAY

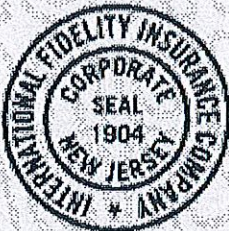
North Adams, MA.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, Chief Executive Officer or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 22nd day of July, 2014.



STATE OF NEW JERSEY  
County of Essex

ROBERT W. MINSTER  
Chief Executive Officer (International Fidelity Insurance Company) and President (Allegheny Casualty Company)



On this 22nd day of July 2014, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires April 16, 2019

### CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this

10th

day of

April 2017

MARIA BRANCO, Assistant Secretary





**KENDALL COUNTY COMMISSIONERS COURT  
AGENDA REQUEST**

**COMMISSIONER COURT DATE: 4/10/2017  
OPEN SESSION**

<b>SUBJECT</b>	Financial Guarantee - Pleasant Valley Business Park
<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 accepting a Cash Deposit Financial Guarantee for Pleasant Valley Business Park in the amount of \$313,045.00 in accordance to Financial Guarantee Cash Deposit Agreement. The Financial Guarantee is for construction of roadway, drainage, detention and public water supply.
<b>REASON FOR AGENDA ITEM</b>	Financial Guarantee - Pleasant Valley Business Park
<b>IS THERE DOCUMENTATION</b>	Yes
<b>WHO WILL THIS AFFECT?</b>	Pct #2
<b>ADDITIONAL INFORMATION</b>	None

STATE OF TEXAS  
KENDALL COUNTY

§  
§  
§

### FINANCIAL GUARANTEE CASH DEPOSIT AGREEMENT

This Financial Guarantee Cash Deposit Agreement (this "Agreement") is entered into between Anthony Palumbo, Karl Gramling d/b/a Gramling Real Estate Holdings LLC (hereinafter "Palumbo and Gramling"), and Kendall County (hereinafter "County"), a subdivision of the State of Texas.

**WHEREAS**, Palumbo and Gramling, deposited cash in the amount indicated herein with the County on March 30, 2017 as the financial guarantee pursuant to Section 205.1300, *Kendall County, Texas Development Rules and Regulations* for satisfactory and timely completion of the following to be constructed at the Pleasant Valley Business Park (hereinafter the "Subdivision"):

- (1) Street and drainage improvements in the Subdivision; and
- (2) Construction of a Detention Pond in the Subdivision; and
- (3) Provision of a Public Water System for the Subdivision.

**WHEREAS**, Palumbo and Gramling, deposited cash with the County, in the following amounts:

- (1) Two hundred twenty one thousand, four hundred forty three and no/100 dollars (\$221,443.00) as the financial guarantee for the Street and Drainage improvements; and
- (2) Thirty three thousand, eight hundred forty and no/100 dollars (\$33,840.00) as financial guarantee for construction of the Detention Pond; and
- (3) Fifty seven thousand, seven hundred sixty two and no/100 dollars (\$57,762.00) for provision of the Public Water System; and

**WHEREAS**, Palumbo and Gramling have submitted a final plat for the Subdivision;

**NOW THEREFORE**, in recognition of the consideration provided herein, the County and Palumbo and Gramling agree as follows:

1. The County Treasurer shall hold the cash deposit in an interest bearing account, with any interest accruing to such funds to be retained in the account for the benefit of the County, until such time as the Street and Drainage improvements, the Detention Pond, and the Public Water System are completed by Palumbo and Gramling in accordance with the final plat and construction drawings and specifications approved by the County or until such funds are forfeited to the County as set out herein:
  - a) Two hundred twenty one thousand, four hundred forty three and no/100 dollars (\$221,443.00) as the financial guarantee for the Street and Drainage improvements;

- b) Thirty three thousand, eight hundred forty and no/100 dollars (\$33,840.00) for construction of the Detention Pond;
- c) Fifty seven thousand, seven hundred sixty two and no/100 dollars (\$57,762.00) for the Public Water System.

2. Palumbo and Gramling acknowledge and agree that, in the event that the Street and Drainage Improvements, the construction of the Detention Pond, and the provision of the Public Water System are not completed on or prior to April 10, 2018 in accordance with the final plat and construction drawings and specifications approved by the County, the applicable amount of the funds on deposit will be forfeited to the County to use to complete either the Street and Drainage Improvements, the Detention Pond, and/or the Public Water System as applicable.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, this 4<sup>th</sup> day of April, 2017 (the "Effective Date").

Anthony Palumbo  
Anthony Palumbo

Gramling Real Estate Holdings LLC  
Karl Gramling  
Title: Managing Member

State of Texas

County of Kendall

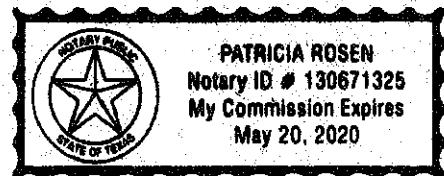
This instrument was acknowledged before me on April 4<sup>th</sup> 2017 by Anthony Palumbo, individually, and Karl Gramling, individually, and as Managing Member of Gramling Real Estate Holdings LLC, on behalf of said corporation.

Patricia Rosen 4/4/17  
Notary Public  
State of Texas

Approved this \_\_\_\_\_ day of April 2017

\_\_\_\_\_  
Darrell L. Lux, County Judge

Attest: \_\_\_\_\_  
Darlene Herrin, County Clerk

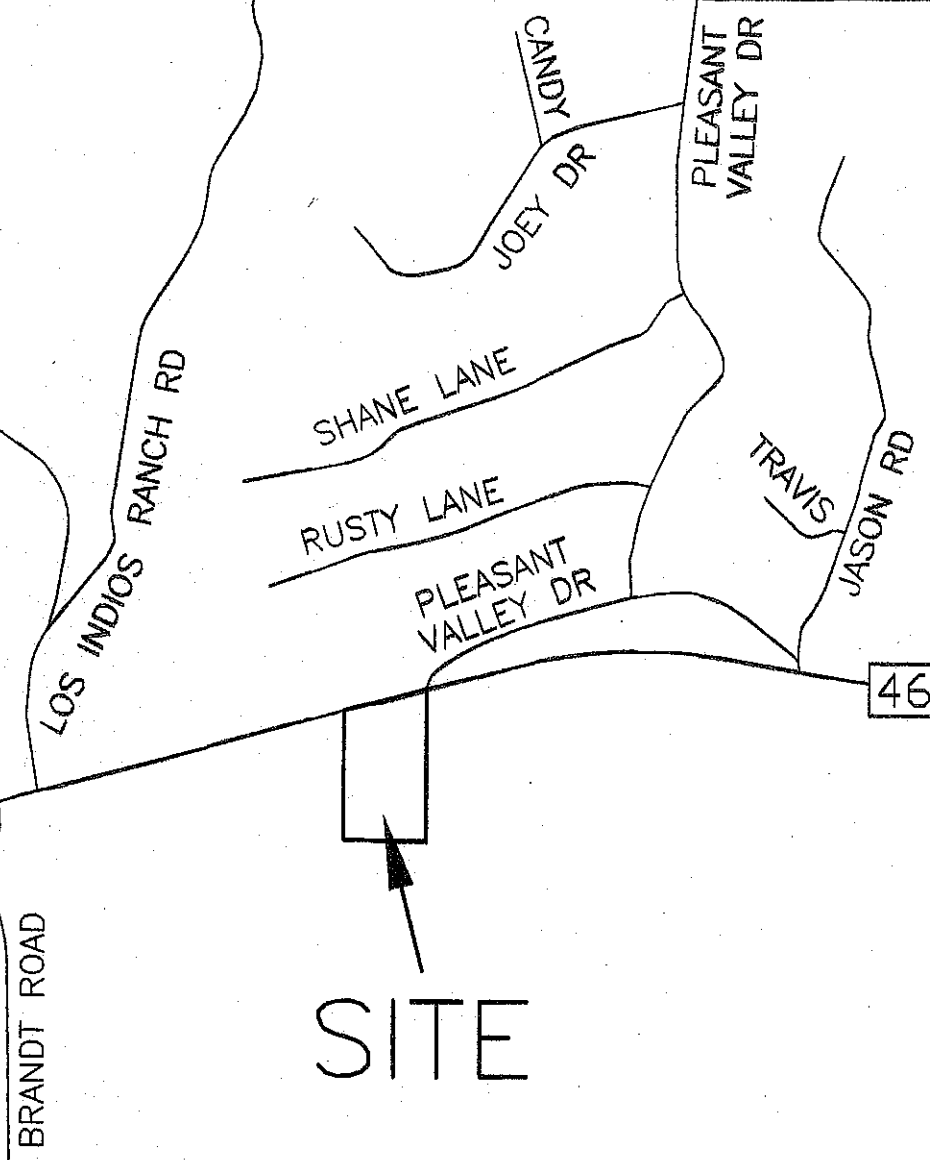




## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 4/10/2017**  
**OPEN SESSION**

<b>SUBJECT</b>	Final Development Plat - Pleasant Valley Business Park
<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 Final Development Plat of Pleasant Valley Business Park in accordance to Kendall County Order No. 06-27-2016A and section 203, 204 and 205 of the Kendall County Development Rules and Regulations. The proposed non-residential subdivision would create 17 lots out of 26 acres for an average density of 1.53 acres per lot, 1563 linear feet of private roadway. The proposed subdivision would be served by a public water supply and on-site sewage facilities. (Pulumbo, Gramling)
<b>REASON FOR AGENDA ITEM</b>	Final Development Plat - Pleasant Valley Business Park
<b>IS THERE DOCUMENTATION</b>	Yes
<b>WHO WILL THIS AFFECT?</b>	Pct #2
<b>ADDITIONAL INFORMATION</b>	None



LOCATION MAP



NORTH  
SCALE: 1" = 100'

# LEGEND

- SET 1/2" STEEL ROD WITH AN ORANGE "RPLB" 8207" PLASTIC CAP EXCEPT WHERE NOTED OTHERWISE
- POINT FOR DRAINAGE EASEMENT
- BUILDING SETBACK LINE

STATE HIGHWAY NO. 46

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

FOUND 1/2" STEEL ROD  
WITH AN ORANGE "RPLB"  
8207" PLASTIC CAP

FOUND STEEL ROD WITH  
AN ORANGE "RPLB" 8207"  
SURVEY PLASTIC CAP

CHANNEL EASEMENT  
VOLUME 83 PAGE 135  
DEED RECORDS

MAILBOX EASEMENT  
CONTAINING 1314  
SQUARE FEET

R=45.00'  
D=128.88'04"  
L=58.55'  
Cd=3 31'28"52" W 80.00'

LOT 4  
0.89 ACRE  
WELL LOT

MAILBOX EASEMENT DETAIL

BAQUERI MORTIENZA &  
RABET LAUGH  
VOLUME 1022 PAGES 512-516  
OFFICIAL RECORDS  
24.1 ACRES

CURVE	RADIUS	DELTA	ARC	TANGENT	BEARING	CHORD
C1	35.00	104°39'38"	63.92	48.32	S 82°20'49" E	58.40
C2	35.00	79°21'22"	48.03	27.03	S 37°38'11" W	42.79
C3	442.00	39°07'08"	270.92	138.87	S 73°32'04" W	288.70
C4	382.00	09°41'49"	57.98	29.08	S 30°44'43" W	87.93
C5	25.00	09°51'48"	43.14	20.20	S 23°02'04" E	37.98
C6	25.00	02°46'53"	23.04	12.41	N 81°07'36" E	22.24
C7	66.00	09°13'10"	113.14	78.22	S 76°10'14" E	99.79
C8	25.00	02°46'53"	23.04	12.41	N 86°03'30" W	22.24
C9	25.00	09°51'48"	43.14	20.20	S 88°06'12" W	37.98
C10	382.00	09°41'49"	57.98	29.08	S 04°18'25" E	87.93
C11	25.00	02°46'53"	23.04	12.41	S 86°25'56" E	22.24
C12	66.00	09°13'10"	113.14	78.22	S 89°58'30" W	79.78
C13	25.00	02°46'53"	23.04	12.41	N 89°22'57" E	22.24
C14	442.00	39°07'08"	270.92	138.87	N 73°32'04" E	288.70
C15	382.00	09°41'49"	57.98	29.08	N 73°32'04" E	288.70
C16	66.00	133°20'16"	153.59	183.02	N 86°19'12" W	121.21

FOUND STEEL ROD WITH  
AN ORANGE "RPLB" 8207"  
SURVEY PLASTIC CAP

173.8 ACRES  
VOLUME 83 PAGE 225  
DEED RECORDS

KINSHED FORMS LTD.  
A TEXAS LIMITED PARTNERSHIP  
VOLUME 1022 PAGES 512-516  
OFFICIAL RECORDS

KELTON AVE.

30.00' WIDE  
DRAINAGE  
EASEMENT

DRAINAGE EASEMENT DETAIL

LINE	DISTANCE	BEARING	LINE	DISTANCE	BEARING
L1	8.00'	S 40°45'21" E	L76	44.41'	S 19°01'17" W
L2	32.77'	S 78°30'37" E	L77	6.99'	S 19°01'17" W
L3	40.78'	S 84°17'18" E	L78	28.28'	S 03°34'48" E
L4	58.60'	S 78°44'58" E	L79	31.41'	S 09°00'04" E
L5	27.04'	S 83°57'28" E	L80	51.18'	S 01°07'49" E
L6	38.90'	S 32°42'04" E	L81	41.27'	S 01°19'51" E
L7	34.00'	S 12°14'48" E	L82	36.48'	S 09°06'30" W
L8	58.48'	S 09°37'41" E	L83	25.28'	N 39°19'51" W
L9	33.12'	S 01°23'24" W	L84	87.32'	N 31°07'49" W
L10	41.81'	S 14°28'18" W	L85	38.11'	N 09°06'06" W
L11	35.04'	S 17°50'07" W	L86	34.83'	N 03°34'48" E
L12	65.34'	S 06°18'00" W	L87	8.78'	N 19°01'17" E
L13	32.89'	S 18°44'28" W	L88	68.18'	N 19°01'17" E
L14	18.63'	S 18°02'28" W	L89	9.48'	N 09°06'06" W
L15	7.84'	S 18°02'28" W	L90	21.80'	N 09°06'06" W
L16	17.18'	S 10°53'40" E	L91	87.20'	N 09°06'06" W
L17	13.33'	S 00°13'00" E	L92	31.00'	N 09°06'06" W
L18	22.39'	S 07°44'48" E	L93	18.00'	N 09°06'06" W
L19	28.89'	S 07°44'48" E	L94	23.27'	N 09°06'06" W
L20	40.80'	S 28°09'23" E	L95	34.54'	N 09°06'06" W
L21	18.63'	S 02°38'00" E	L96	48.31'	N 19°01'17" E
L22	13.78'	S 04°20'40" E	L97	48.68'	N 19°01'17" E
L23	28.31'	S 04°20'40" E	L98	26.71'	N 19°01'17" E
L24	51.87'	S 12°58'05" E	L99	26.70'	N 09°01'30" W
L25	17.82'	S 18°28'08" E	L100	20.28'	S 09°03'53" W
L26	8.00'	S 40°45'21" E			
L27	32.77'	S 78°30'37" E			
L28	40.78'	S 84°17'18" E			
L29	58.60'	S 78°44'58" E			
L30	27.04'	S 83°57'28" E			
L31	38.90'	S 32°42'04" E			
L32	34.00'	S 12°14'48" E			
L33	58.48'	S 09°37'41" E			
L34	33.12'	S 01°23'24" W			
L35	41.81'	S 14°28'18" W			
L36	35.04'	S 17°50'07" W			
L37	65.34'	S 06°18'00" W			
L38	32.89'	S 18°44'28" W			
L39	18.63'	S 18°02'28" W			
L40	7.84'	S 18°02'28" W			
L41	17.18'	S 10°53'40" E			
L42	13.33'	S 00°13'00" E			
L43	22.39'	S 07°44'48" E			
L44	28.89'	S 07°44'48" E			
L45	40.80'	S 28°09'23" E			
L46	18.63'	S 02°38'00" E			
L47	13.78'	S 04°20'40" E			
L48	28.31'	S 04°20'40" E			
L49	51.87'	S 12°58'05" E			
L50	17.82'	S 18°28'08" E			
L51	8.00'	S 40°45'21" E			
L52	32.77'	S 78°30'37" E			
L53	40.78'	S 84°17'18" E			
L54	58.60'	S 78°44'58" E			
L55	27.04'	S 83°57'28" E			
L56	38.90'	S 32°42'04" E			
L57	34.00'	S 12°14'48" E			
L58	58.48'	S 09°37'41" E			
L59	33.12'	S 01°23'24" W			
L60	41.81'	S 14°28'18" W			
L61	35.04'	S 17°50'07" W			
L62	65.34'	S 06°18'00" W			
L63	32.89'	S 18°44'28" W			
L64	18.63'	S 18°02'28" W			
L65	7.84'	S 18°02'28" W			
L66	17.18'	S 10°53'40" E			
L67	13.33'	S 00°13'00" E			
L68	22.39'	S 07°44'48" E			
L69	28.89'	S 07°44'48" E			
L70	40.80'	S 28°09'23" E			
L71	18.63'	S 02°38'00" E			
L72	13.78'	S 04°20'40" E			
L73	28.31'	S 04°20'40" E			
L74	51.87'	S 12°58'05" E			
L75	17.82'	S 18°28'08" E			

FOUND 1/2" STEEL ROD  
WITH AN ORANGE "RPLB"  
8207" PLASTIC CAP





## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 4/10/2017**  
**OPEN SESSION**

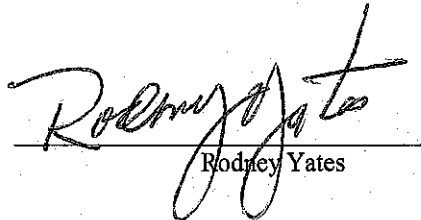
<b>SUBJECT</b>	Request for Relief from Platting and Road Frontage - Bella Springs Road
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Development Management - Richard Tobolka
<b>PHONE # OR EXTENSION #</b>	830-249-9343 Ext. 250
<b>TIME NEEDED FOR PRESENTATION</b>	5 Minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action on a request for relief from platting requirements and road frontage in accordance to sections 101 and 102 of the Kendall County Development Rules and Regulations. The proposed division would create a 40+/- acre tract with access over a 60ft easement for roadway purposes to Upper Cibolo Creek Road. The 2.5+/- acre remainder of the parent tract is described in Exhibit A-page(s) 1-3 of the Memorandum of Understanding and Agreement, concerning Bella Springs Road, approved by Commissioners Court March 27, 2017.
<b>REASON FOR AGENDA ITEM</b>	Request for Relief from Platting and Road Frontage - Bella Springs Road
<b>IS THERE DOCUMENTATION</b>	Yes
<b>WHO WILL THIS AFFECT?</b>	Pct #4
<b>ADDITIONAL INFORMATION</b>	None

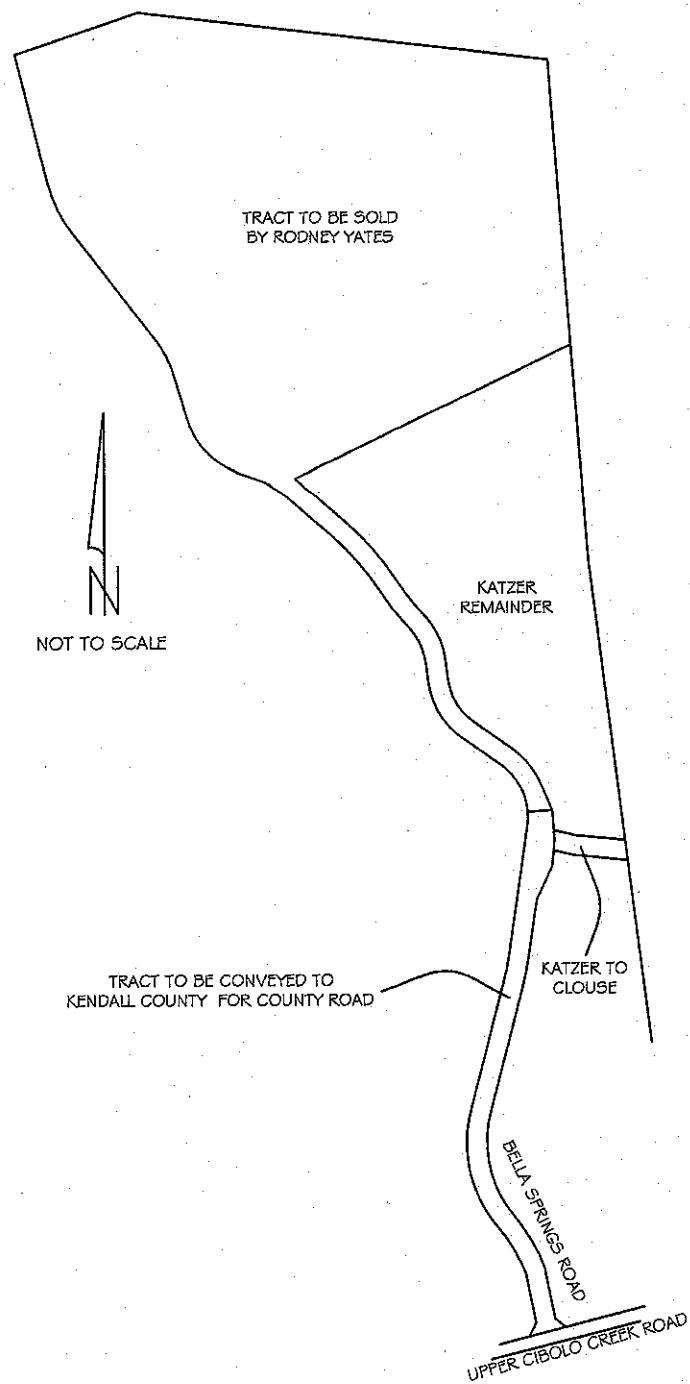


## **REQUEST FOR RELIEF (Variance)**

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

1. Date: March 31, 2017
2. Location of Property: Bella Springs Road (private road off of Upper Cibolo Creek Road)
3. Name of Development (If Applicable)
4. Property Owner/Developer Name: Rodney Yates
5. Relief Requested (Reference the specific Section/Paragraph of the current KC Development Rules and Regulations:  
  
Relief from minimum road frontage and tract size – Section No. 300.1100
6. Reason(s) for Requesting Relief: (Please refer to Section 106, Relief by County Commissioners Court in answering these questions)
  - a. What special circumstances or conditions affecting the land involved such that the strict interpretation of the provisions of these regulations would deprive you of the reasonable use of this land.  
  
The subject 40 +/- acre tract will have future county road frontage and the tract left behind will be a county road
  - b. Why is relief necessary for the preservation and enjoyment of a substantial property right of yours?  
  
The subject tract does not have road frontage and the remaining tract is less than 6 acres
  - 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

  
Rodney Yates





NOT TO SCALE

SUBJECT  
TRACT

BELLA SPRINGS RD.

UPPER CIBOLO CREEK ROAD

INTERSTATE 10

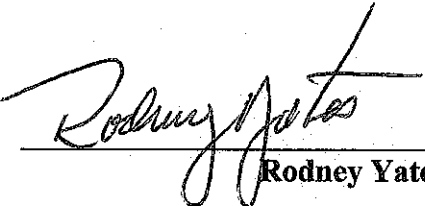
# PFEIFFER LAND SURVEYING

918 Adler Street, Boerne, Texas 78006  
Phone: 830-249-3385

March 31, 2017

I, **Rodney Yates**, for R. Yates Properties II, LTD., do hereby authorize the Staff of Pfeiffer Land Surveying to do Deed Research, perform land surveying services, prepare necessary documents for survey, represent us before the Kendall County Staff and authorize the recording of an Affidavit of Land Location basically on property described below:

**A +/- 40 ACRE TRACT ALONG BELLA SPRINGS ROAD**

  
\_\_\_\_\_  
Rodney Yates

\_\_\_\_\_  
Address

\_\_\_\_\_

—  
T

12. THE STATE OF TEXAS

COUNTY OF KENDALL

It is ordered by the Commissioners' Court of Kendall County, Texas, to interview LMD Architects and McCall & Associates in response to the request for qualifications for the EMS facility.

Motion was made by Judge Lux, seconded by Commissioner Rusch, and carried by a vote of 5-0.

13. THE STATE OF TEXAS

COUNTY OF KENDALL

It is ordered by the Commissioners' Court of Kendall County, Texas, to approve the Amending Plat of Cordillera Ranch, Unit 7B, Block D, Lots 2 and 3 into Lot 2A in accordance with Section 209 of the Kendall County Rules and Regulations.

Motion was made by Commissioner Miertschin, seconded by Judge Lux, and carried by a vote of 5-0.

(The following people spoke during agenda item #14: Jan Kraus, Tana Kehoe, Charles Butcher, Scott Kehoe)

14. THE STATE OF TEXAS

COUNTY OF KENDALL

It is ordered by the Commissioners' Court of Kendall County, Texas, to grant relief from platting and road frontage requirements in accordance with Sections 101 and 102 of the Kendall County Development Rules and Regulations where the proposed division of a ±66.8-acre tract would create two tracts of no less than 25 acres with access over a 60-foot wide roadway easement to Upper Cibola Creek Road and where the Affidavit of Land Location and the deed or conveyance instrument of these two tracts and the other two tracts will be noted that the tracts cannot be further divided (Rodney Yates) (attached).

Motion was made by Commissioner Rusch, seconded by Judge Lux, and carried by a vote of 5-0.

3-2. THE STATE OF TEXAS

COUNTY OF KENDALL

It is ordered by the Commissioners' Court of Kendall County, Texas, to approve the additional claim to Bergheim Volunteer Fire Department for First Responders (on file).

Motion was made by Judge Lux, seconded by Commissioner Miertschin, and carried by a vote of 5-0.

At 10:28 a.m. the Court closed Open Session, took a break and at 10:45 a.m. went into Executive Session pursuant to Chapter 551 of the Texas Government Code:

- I. Pursuant to Section 551.071 to seek the advice of the County Attorney and/or attorney(s) representing the County, concerning pending and/or threatened litigation, settlement offers and/or matters in which the duties of the attorney(s) under the Texas Rules of Professional Conduct of the State Bar of Texas require confidential communications. Specific topics to be discussed are:
  1. County authority and obligations concerning subdivisions, County roads and bridges
  2. Guy James Gray vs. Kendall County
- II. Pursuant to Section 551.072 to deliberate the purchase, exchange, lease or value of real property.

(Note: Deliberations in an open meeting would have a detrimental effect on the position of Kendall County in negotiations with a third person.)

  1. Right-of-way / easements for the Herff Road Project

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

Commissioners' Agenda

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

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

## AGENDA ITEM REQUEST

FILE COPY

### KENDALL COUNTY COMMISSIONERS COURT

#### COURT DATE:

- ☐ Regular Agenda : 11/10/14  
☐ Supplemental Agenda: \_\_\_\_\_  
☐ Special Agenda: \_\_\_\_\_  
☐ Executive Session: \_\_\_\_\_

SUBJECT: Request for Relief – Bella Springs Road

REQUESTED BY: Richard Tobolka – Development Manager

(Please print your name and title)

PHONE NUMBER/EXTENSION: ext. 250

TIME NEEDED FOR PRESENTATION: 5 minutes

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

Consideration and action on a request for relief from the platting requirements and road frontage

in accordance to section s 101 and 102 of the Kendall County Development Rules and

Regulations. The proposed division would create tracts of no less than 25 acres with access over

a 60ft wide roadway easement to Upper Cibolo Creek Road. The proposed tracts could not be

further divided. Note on Affidavit of Land Location and on deed or conveyance instrument.

(Rodney Yates)

Kenneth Rusch, Commissioner Pct. 4

  
(Signature)

11/5/2014  
(Date)

Approved by: \_\_\_\_\_ and/or \_\_\_\_\_

Commissioner, Precinct # \_\_\_\_\_ Darrel L. Lux, County Judge

Approved \_\_\_\_\_ Disapprove \_\_\_\_\_

Aye \_\_\_\_\_ Nay \_\_\_\_\_

Motion:	Second:
Fincke	Fincke
Miertschin	Miertschin
Chapman	Chapman
Rusch	Rusch
Lux	Lux

Vote:
_____
_____
_____
_____
_____

Notes: \_\_\_\_\_

## REQUEST FOR RELIEF (Variance)

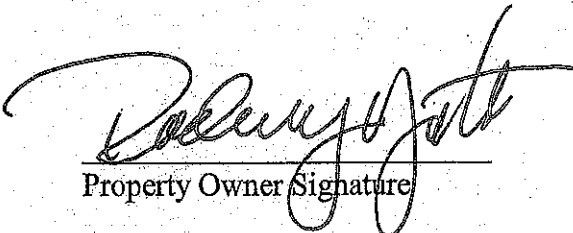
From the Kendall County (KC) Development Rules and Regulations  
(Section 106)

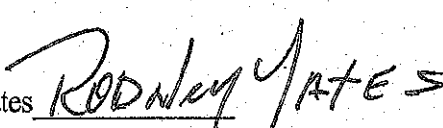
1. Date: 10/30/14
2. Location of Property: Bella Springs Road
3. Name of Subdivision(If Applicable):
4. Property Owner./Developer: R. Yates Properties
5. Relief Requested (Reference the specific Section/Paragraph of the KC Development Rules and Regulations and state the relief requested:


Section 301.1000 Minimum Road Frontage

We would like to divide out a 66.8± acre tract and that tract later be divided into 2 tracts of at least 25 acres. These tracts would have frontage on Bella Springs Road only. Bella Springs Road is a privately owned and maintained road. These new tracts would create a total of 8 tracts out of the original 458 acre tract. All of the tracts have or will have roadway easement rights and a road maintenance agreement.

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 the regulations would deprive you of the reasonable use of this land: Yes (if "yes" please state the special circumstances or conditions.) **These are large tracts that will add a minimum amount of traffic to Bella Springs Road. Out of the original 458 acre tract, these new divisions will make a total of 8 tracts. Further division of these tracts will not be allowed, by deed restriction.**
  - 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.) **The right to sell off tracts in reasonable sizes.**

  
Property Owner Signature

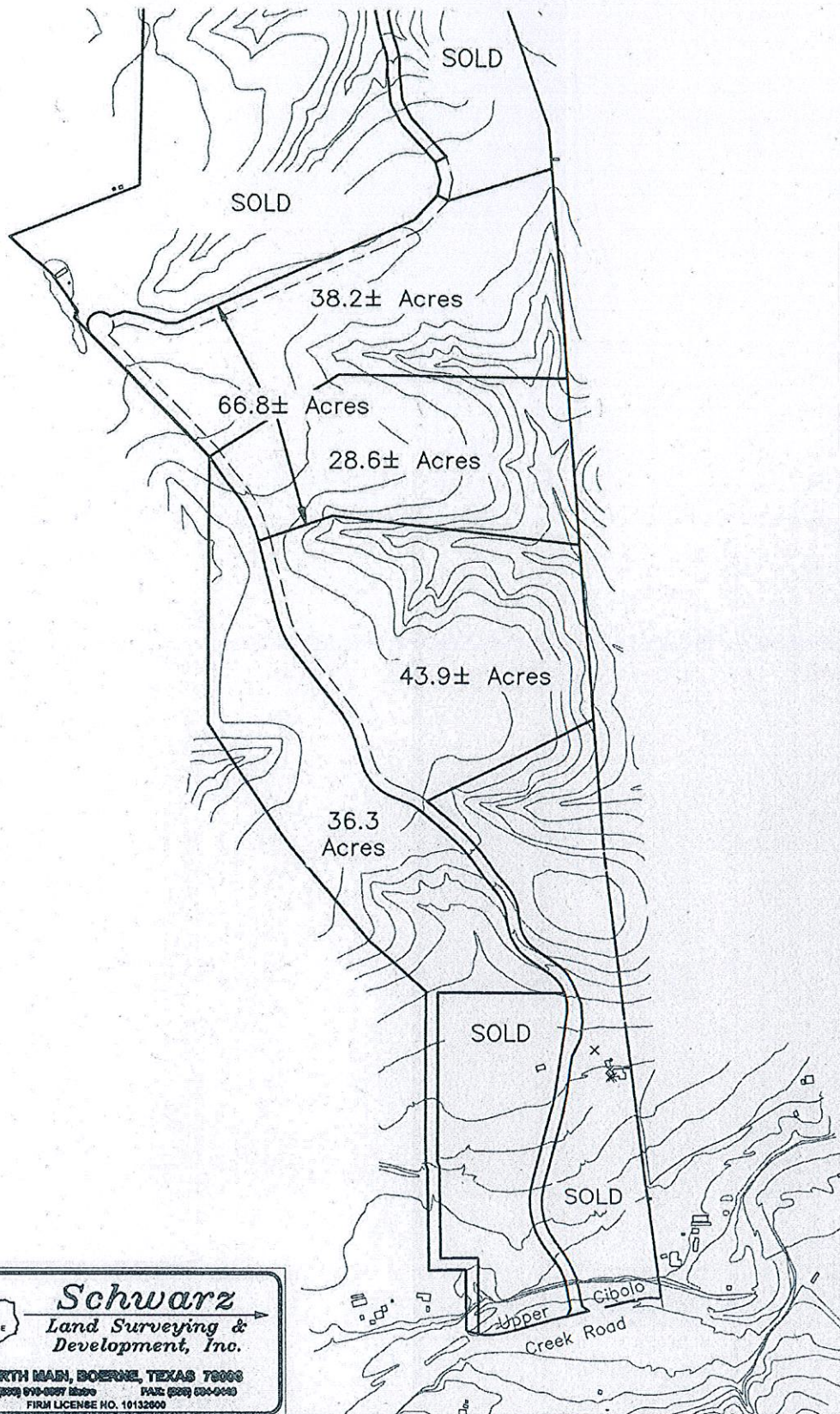
Rodney Yates   
Print Owner Name

Phone Number 

Date 10-31-14



# PROPOSED TRACTS

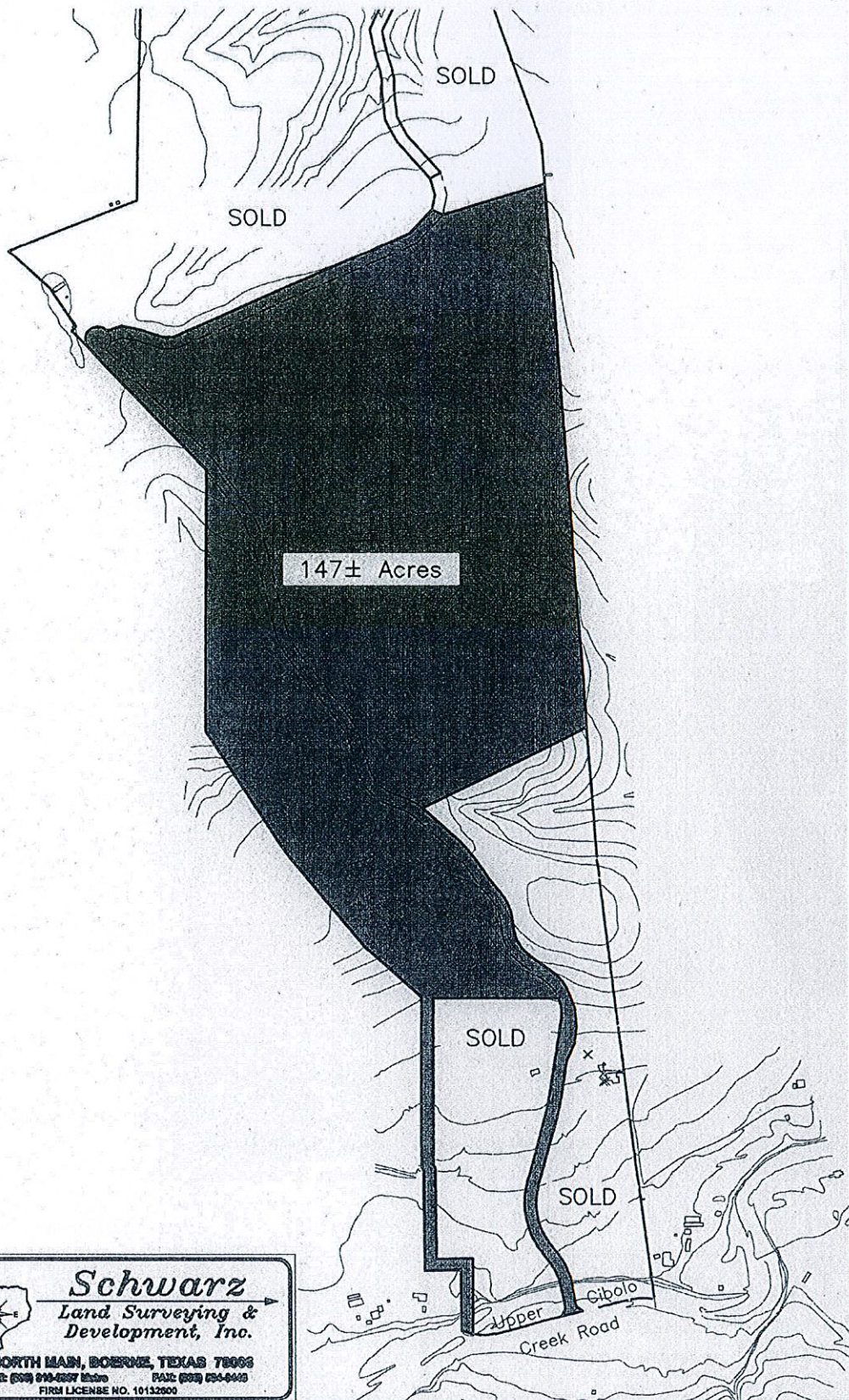


**Schwarz**  
Land Surveying &  
Development, Inc.

723 NORTH MAIN, BOERNE, TEXAS 78003  
PHONE (817) 619-0057 FAX (817) 619-0143  
FIRM LICENSE NO. 10132000



# EXISTING TRACT



 **Schwarz**  
Land Surveying &  
Development, Inc.

723 NORTH MAIN, BOERNE, TEXAS 78008  
PHONE: (512) 293-2227 FAX: (512) 293-4443  
FIRM LICENSE NO. 10132600



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 4/10/2017**  
**OPEN SESSION**

<b>SUBJECT</b>	New Assistant Criminal District Attorney - Civil
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Nicole S. Bishop Criminal District Attorney
<b>PHONE # OR EXTENSION #</b>	830-249-9343
<b>TIME NEEDED FOR PRESENTATION</b>	15 minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action regarding Assistant Criminal District Attorney - Civil.
<b>REASON FOR AGENDA ITEM</b>	Commissioners Court approval of selected candidate for position of Assistant Criminal District Attorney - Civil.
<b>IS THERE DOCUMENTATION</b>	No
<b>WHO WILL THIS AFFECT?</b>	Criminal District Attorney Office, Commissioners Court
<b>ADDITIONAL INFORMATION</b>	None





## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 4/10/2017**  
**OPEN SESSION**

<b>SUBJECT</b>	Victim Services Grant Funding Reallocation
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Nicole S. Bishop Criminal District Attorney
<b>PHONE # OR EXTENSION #</b>	830-249-9343
<b>TIME NEEDED FOR PRESENTATION</b>	5 minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action concerning Victim Services funding reallocation.
<b>REASON FOR AGENDA ITEM</b>	Request Victim Services funding reallocation approval.
<b>IS THERE DOCUMENTATION</b>	No
<b>WHO WILL THIS AFFECT?</b>	Criminal District Attorney Office and Victim Services
<b>ADDITIONAL INFORMATION</b>	None



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

<b>COMMISSIONER COURT DATE: 4/10/2017</b> <b>OPEN SESSION</b>	
<b>SUBJECT</b>	Racial Profiling Reports
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Gene Serene, Constable Precinct 3 Brian Vaughan, Constable Precinct 4
<b>PHONE # OR EXTENSION #</b>	830-249-9343
<b>TIME NEEDED FOR PRESENTATION</b>	2 minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action to accept the Racial Profiling Reports for Constable Precinct 3 and Constable Precinct 4.
<b>REASON FOR AGENDA ITEM</b>	Required by the Texas Commission on Law Enforcement
<b>IS THERE DOCUMENTATION</b>	Yes
<b>WHO WILL THIS AFFECT?</b>	The public
<b>ADDITIONAL INFORMATION</b>	None

# Racial Profiling Report | Exempt

**Agency Name:** KENDALL CO. CONST. PCT. 3  
**Reporting Date:** 02/08/2017  
**TCOLE Agency Number:** 259103  
**Chief Administrator:** Eugene Serene  
**Agency Contact Information:**  
**Phone:** N/A  
**Email:** N/A  
**Mailing Address:** N/A

## FULL EXEMPTION RACIAL PROFILING REPORT

Article 2.132 CCP Law Enforcement Policy on Racial Profiling

a.) In this article:

1.) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make traffic stops in the routine performance of the officers' official duties.

**I certify it is not the policy of this agency to make traffic stops in the routine performance of the officers' official duties.**

**Executed by:** Eugene Serene

Chief Administrator

**KENDALL CO. CONST. PCT. 3**

**Date:** 02/08/2017

Submitted electronically to the



The Texas Commission on Law Enforcement

# Racial Profiling Report | Exempt

**Agency Name:** KENDALL CO. CONST. PCT. 4  
**Reporting Date:** 02/08/2017  
**TCOLE Agency Number:** 259104  
**Chief Administrator:** BRIAN VAUGHAN  
**Agency Contact Information:**  
**Phone:** N/A  
**Email:** N/A  
**Mailing Address:** N/A

## FULL EXEMPTION RACIAL PROFILING REPORT

Article 2.132 CCP Law Enforcement Policy on Racial Profiling

a.) In this article:

1.) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make traffic stops in the routine performance of the officers' official duties.

**I certify it is not the policy of this agency to make traffic stops in the routine performance of the officers' official duties.**

**Executed by:** BRIAN VAUGHAN

Chief Administrator

**KENDALL CO. CONST. PCT. 4**

**Date:** 02/08/2017

Submitted electronically to the



The Texas Commission on Law Enforcement



**KENDALL COUNTY COMMISSIONERS COURT  
AGENDA REQUEST**

<b>COMMISSIONER COURT DATE: 4/10/2017 OPEN SESSION</b>	
<b>SUBJECT</b>	School Resource Officer - Comfort
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Al Auxier, County Sheriff
<b>PHONE # OR EXTENSION #</b>	830-249-9343
<b>TIME NEEDED FOR PRESENTATION</b>	2 minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action concerning the Interlocal Cooperation Agreement Between Comfort Independent School District and Kendall County.
<b>REASON FOR AGENDA ITEM</b>	To provide school resource officers to the CISD
<b>IS THERE DOCUMENTATION</b>	Yes
<b>WHO WILL THIS AFFECT?</b>	Comfort Independent School District
<b>ADDITIONAL INFORMATION</b>	None

**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN  
COMFORT INDEPENDENT SCHOOL DISTRICT AND KENDALL COUNTY**

---

This Interlocal Cooperation Agreement (Agreement) is made and entered into by and between Comfort Independent School District (Comfort ISD), a political subdivision acting through its Board of Trustees, and Kendall County (County), a political subdivision acting through the Commissioners Court. Collectively Comfort ISD and the County may be referred to as the "Parties."

**PREMISES**

**WHEREAS**, Chapter 791 of the Texas Government Code, as amended, entitled Interlocal Cooperation Contracts, authorizes contracts between political subdivisions for the performance of governmental functions and services;

**WHEREAS**, Comfort ISD is a public school district with campuses located within the jurisdictional boundaries of Kendall County where the County presently provides law enforcement services;

**WHEREAS**, Comfort ISD and the County have each found that contracting for and with respect to the governmental services described herein will result in increased efficiency, economy, and enhanced public safety for the constituents of both Comfort ISD and the County;

**NOW THEREFORE**, in consideration of the mutual covenants and agreements of the Parties, it is agreed as follows:

**ARTICLE 1: SERVICES TO BE PROVIDED**

- 1.1 The County hereby authorizes its Sheriff to appoint and assign two appropriately licensed and commissioned peace officers to be employed full-time by the County and called to duty by the Sheriff to provide enhanced law enforcement services as School Resource Officers (SRO) for Comfort ISD during the active school year, which generally encompasses 187 days during each calendar year. SROs may also be assigned to work at school events on other days or during the summer months with the total number of days worked not to exceed 193 days per school year.
- 1.2 While school is in session, the County will assign SROs to Comfort ISD on a full-time basis, forty (40) hours each work week, according to the daily schedule agreed upon by the Sheriff and the Comfort ISD Superintendent, minus any scheduled vacation time, sick time, training time, court time, or any other law enforcement related activity, including any emergencies such as civil disasters.



- a. The daily work schedule of the SROs may be adjusted by Comfort ISD on a short-term basis with prior approval of the Community Services Sergeant.
  - b. The Sheriff may assign the SROs to address a public safety emergency or civil disaster that would take the SROs off campus on a short-term basis without providing advance notice to Comfort ISD.
  - c. The Sheriff may only assign the SROs to a non-school assignment on a non-emergency basis with the written consent of the Comfort ISD Superintendent.
  - d. A "short-term basis" is defined a less than five consecutive school days.
- 1.3 The Parties acknowledge the importance of having the same SRO present at Comfort ISD on a day-to-day basis in order to promote continuity and familiarity with Comfort ISD and its students. To that end, the Parties agree that every effort should be made to schedule and/or designate SRO vacation days, compensatory time, and other days off at times when school is not in session or at other times when the SRO's absence will not otherwise create an unnecessary risk or hamper school operations. The SRO will coordinate vacation hours with the Comfort ISD Superintendent.
- 1.4 Should any deputy assigned as an SRO during the active school year be absent for more than five consecutive school days, the Sheriff will assign a suitable replacement whose training is acceptable to both Parties.
- 1.5 The SROs shall follow the policies and procedures of Comfort ISD to the extent those policies do not conflict with the policies and procedures of the County or Sheriff.
- 1.6 The Sheriff shall retain final authority over each SRO's law enforcement responsibilities. The day-to-day duties of the SROs will be directly supervised by the County Community Services Sergeant, with guidance from the Comfort ISD Superintendent and Comfort ISD campus principals.
- 1.7 The duties, schedule, and responsibilities of the SROs on days when school is not in session shall be determined solely at the discretion of the Sheriff.
- 1.8 In addition to routine patrol services provided by the Sheriff's office, the duties to be performed by the SROs include, but are not limited to, the following:
- a. Patrolling areas within or in the vicinity of the geographical boundaries of Comfort ISD to protect all students, personnel, and visitors.
  - b. Being a visible presence during the school day in order to assist the Comfort ISD administration with general public safety services during school hours.

- c. Helping Comfort ISD administrators maintain the peace and/or address a breach of the peace as needed.
- d. Engaging in all law enforcement activities arising from the enforcement of criminal laws or Comfort ISD policies and rules, including, but not limited to, intervening in and investigating alleged crimes or violations of Comfort ISD rules, issuing citations, transporting arrested persons, completing follow-up activities, filing of affidavits and complaints, and participating in legal proceedings resulting from the law enforcement services provided in accordance with this Agreement. However, violations of Comfort ISD policies and rules that are strictly non-criminal in nature will only be assigned to the SROs for investigation at the specific direction of the Comfort ISD Superintendent.
- e. Responding to calls for services during the course of the regular school day or when serving in support of an official Comfort ISD extracurricular or after-school activity.
- f. Assisting in providing security as needed for after-hour activities and events taking place at Comfort ISD facilities.
- g. Assisting with student truancy, including detaining or escorting a student alleged to have violated Chapter 25 of the Texas Education Code.
- h. Mediating disputes on campus, including working with students to help solve disputes in a non-violent manner.
- i. Accompanying outside service providers during random canine searches conducted on Comfort ISD property.
- j. Preventing property loss due to theft or vandalism.
- k. Providing traffic control as needed.
- l. Assisting Comfort ISD with its Emergency Operation Plan.
- m. Assisting with school safety projects, scheduling and maintaining emergency drills, emergency response, and after-action reviews within Comfort ISD.
- n. Providing training for staff as requested by the Comfort ISD campus principals.
- o. Serving as a resource for law enforcement education at the request of school staff, such as speaking to classes on the law, search and seizure, drugs, or motor vehicle laws.
- p. Maintaining the confidentiality of student records as required by the Family



Educational Rights and Privacy Act.

- q. Preparing reports and documentation related to events occurring within the geographic boundaries of Comfort ISD.
  - r. Performing other duties that may be assigned from time to time by Comfort ISD, provided that the duty is legitimately and reasonably related to the services as described herein and is consistent with Federal and State law, local ordinances and orders, laws applicable to Comfort ISD, Comfort ISD's policies, procedures, rules, or regulations relating to the subject matter of this Agreement, and the policies, procedures, rules, and regulations of the County.
- 1.9 The SROs will coordinate their duties or activities with Comfort ISD campus administration. This includes notifying the Comfort ISD campus administration: (a) when the SROs will be off-campus for patrol during the school day, (b) when any law enforcement action is taken against a student, (c) before requesting additional police assistance on campus, when practicable, and (d) prior to enacting any school program.
  - 1.10 No assignment, task, or function shall be imposed on the SROs by Comfort ISD that would violate or jeopardize the deputies' sworn oath, conditions of licensure, or departmental regulations; however, each deputy is responsible for disclosing to appropriate Comfort ISD personnel his/her opinion that such assignment, task, or function would have such an effect.
  - 1.11 Circumstances constituting an immediate threat to public safety may be dealt with by the SROs consistent with his/her training and responsibility as a peace officer.
  - 1.12 The final disciplinary action or other dispensation of any matter or issue involving only a violation of a rule or regulation of Comfort ISD shall be at the discretion of Comfort ISD, provided that in the event the SROs observe any event, matter or action that appears to constitute a violation of any local, State or Federal penal or criminal law, then, in such event, the investigation of and decision to file charges on any such event shall be made by the SROs.
  - 1.13 When the SROs take a person into custody in the course of performing their duties on behalf of Comfort ISD under this Agreement, Comfort ISD shall receive notification of the incident from the County within the timeframe required by law and of the disposition of the individual to the extent allowed by law.
  - 1.14 To the extent permitted by law, the SROs shall report to Comfort ISD all information obtained during the investigation of any reported incident involving a Comfort ISD student or employee for the purposes of determining appropriate disciplinary actions and modifications of education programs as a result of the incident.
  - 1.15 Changes in the total number of SROs to be assigned hereunder or the total cumulative number of hours to be worked shall be determined by mutual consent of the Parties as part of the periodic review of this Agreement or at any other time as mutually agreed between the County and Comfort ISD.



## **ARTICLE 2: GENERAL DUTIES & RESPONSIBILITIES**

- 2.1 The County agrees to perform any obligations required to maintain the SROs as commissioned law enforcement officers with full Texas peace officer status; including but not limited to, providing the SROs with any and all continuing training necessary to maintain their Texas Commission on Law Enforcement (TCOLE) certification or as deemed necessary by the Sheriff.
- 2.1.1 SROs assigned to Comfort ISD shall be subject to the approval of the Comfort ISD Superintendent. Comfort ISD understands that the Sheriff may rotate or change any deputy assigned to serve as an SRO; provided, however, that Comfort ISD may refuse any particular deputy assigned as an SRO and request assignment of a different deputy.
- 2.2 Any properly licensed deputy providing SRO services under this Agreement shall be vested with all powers, privileges, and immunities of a peace officer within all territory contained in the boundaries of Comfort ISD and while on any property under the control and jurisdiction of Comfort ISD or otherwise in the performance of his/her duties under the guidelines of Comfort ISD policies and regulations.
- 2.3 The County will authorize the SROs to carry a weapon and act as a peace officer at all times, so long as the SRO is acting under his/her official capacity. Likewise, Comfort ISD specifically authorizes each SRO to carry a weapon in performing services at all schools and property within Comfort ISD. When not on duty as an SRO, the deputies' right to carry a firearm will fall back under provisions and rules set forth by TCOLE and the County.
- 2.4 As a County employee, any disciplinary action taken against the SROs shall follow the policy and procedure of the County.
- 2.5 Comfort ISD will report all required student misconduct to the County in accordance with Texas Education Code § 37.015.
- 2.6 Subject to its obligations under the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g, Comfort ISD agrees to provide the SRO with (a) unrestricted access to student and personnel records as necessary for the investigation of criminal offenses, to collect certain incident-based data, or to ensure the safety and security of school campuses or events, and (b) unrestricted access to technology installed at Comfort ISD, including surveillance cameras, to provide for safety and security. SROs shall be designated as "school officials" under Comfort ISD Policy FL (local) for purposes of access to student records.
- 2.7 Comfort ISD will include the Sheriff or his designee as a member of the Comfort ISD School Safety and Security Committee.
- 2.8 The Parties shall each monitor, review and provide oversight and supervision of the services as they are provided and each agree to notify the other as soon as reasonably possible in the event the level or quality of any scheduling, operating, service or performance issue becomes unsatisfactory.



- 2.9 The Parties recognize that the services to be provided by the County may be limited to the extent that said services conflict with or compromise the Sheriff's ability to provide effective law enforcement services to the County generally; and, should a conflict arise between the policies of Comfort ISD and the County, the County policy shall prevail.
- 2.10 The Parties agree that they will use their best reasonable efforts to coordinate media relations pertaining to law enforcement incidents and investigations occurring pursuant to this Agreement prior to the release of information whenever possible. Information will only be released by a Party in accordance with established law and its existing policies and procedures.
- 2.11 Nothing in this Agreement prevents Comfort ISD from continuing its practice of hiring off-duty police officers to provide security at sporting events, after-hour activities, or other events. This Agreement shall not govern off-duty peace officers hired for these purposes.

### **ARTICLE 3: FINANCIAL RESPONSIBILITIES & EQUIPMENT**

- 3.1 The County shall provide the SROs with all wages, salaries, or other compensation, and benefits of similarly-situated and classified employees of the County. The County shall also be directly responsible for the payment of all payroll taxes, bond costs, retirement contributions, overtime, social security taxes, if any, and all other payroll expenses.
- 3.2 For the purpose of subsidizing the expenses incurred by the County in the employment and retention of two SROs to provide services to Comfort ISD, the District agrees to pay the County an annual sum of \$71,656.00 for the salary, benefits, applicable overtime, and personnel services of the SROs performed under this Agreement.
- 3.3 During a vacancy caused by the resignation, termination, dismissal, or reassignment of an SRO, Comfort ISD will not be charged for the services of the SRO.
- 3.4 Comfort ISD will pay for any additional SRO training it may require unrelated to TCOLE training requirements.
- 3.5 The County will provide Comfort ISD with a quarterly invoice for the salary, benefits, overtime, and personnel services of the SROs due at least ten (10) business days prior to each payment date. Comfort ISD will pay all invoices within thirty days out of current revenue funds.
- 3.6 The County shall keep and maintain accurate records of dates of service and the hours served by the SROs. The County shall be responsible for calculating and documenting the charge for services rendered pursuant to this Agreement. With 48-hour notice, the County shall promptly provide Comfort ISD with access to all time calculation records maintained by the County for any SRO services provided pursuant to this Agreement.



- 3.7 Overtime hours that relate to SRO duties must be authorized and approved by the Comfort ISD Superintendent prior to the performance of the overtime work and will be paid in accordance with procedures established by the County.
- 3.8 The Parties agree to adjust and/or re-compute the payments herein at such times as are convenient and necessary when the circumstances and conditions exists making such adjustments necessary and desirable to accomplish the objectives of this Agreement.
- 3.9 The Parties agree to provide the following equipment and materials to the SROs:
- a. At its own cost, the County shall furnish the SROs with all equipment routinely assigned to law enforcement personnel who serve the County. The County will maintain and service all equipment used by the SROs in providing services to Comfort ISD. Equipment includes, but is not limited to, uniforms, computers and computer equipment, firearms, radios, and all other devices used by the County law enforcement personnel in the performance of their duties.
  - b. The County will provide the SRO with fuel and an appropriately marked patrol vehicle designating law enforcement services being performed under authority of the County for use in their SRO duties, but not for personal use.
  - c. Comfort ISD will provide the SROs with office space on school property, a telephone, computer and school email address, desk and chair, filing cabinet capable of being locked, and other office equipment and supplies to perform duties under this Agreement, and as mutually agreed by the Parties. The County will provide the SRO with access to its facilities as needed to conduct law enforcement business regarding the securing of evidence in crimes and interviewing individuals in connection with a criminal investigation.

#### **ARTICLE 4: RELATIONSHIP BETWEEN THE PARTIES**

- 4.1 Notwithstanding any provision to the contrary herein, this Agreement is a contract for and with respect to the performance of governmental functions by governmental entities. The relationship of Comfort ISD and the County shall, with respect to any service or function undertaken as a result of or pursuant to this Agreement, be that of independent contractors.
- 4.2 Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship.
- 4.3 Deputies employed by the County and assigned by the Sheriff to serve as an SRO at Comfort ISD are and will remain employed by the County.
- 4.4 The County shall have no liability whatsoever for or with respect to Comfort ISD's use of any Comfort ISD property or facility, or the actions of, or failure to act by, any



employees, subcontractors, agents or assigns of Comfort ISD. Comfort ISD covenants and agrees that:

- a. As between Comfort ISD and the County and the agents, officers and employees of the County, Comfort ISD shall be solely responsible for and with respect to any claim or cause of action arising out of or with respect to any act, omission, or failure to act by Comfort ISD or its agents, officers, employees, and subcontractors, while on Comfort ISD property or while using any Comfort ISD facility or performing any function or providing or delivering any service undertaken by Comfort ISD pursuant to this Agreement.
- b. For and with respect to Comfort ISD property or Comfort ISD's use of any Comfort ISD facility, Comfort ISD hereby contracts, covenants, and agrees to obtain and maintain in full force and effect, during the term of this Agreement, a policy or policies of insurance, or risk pool coverage, reasonably expected to insure Comfort ISD and its agents, officers, and employees from any and against any claim, cause of action or liability arising out of or from the action, omission, or failure to act by Comfort ISD, its agents, officers, employees, and subcontractors in the course of their duties.

4.5 Comfort ISD shall have no liability whatsoever for or with respect to the County's use of any County property or facility, or the actions of, or failure to act by, any employees, subcontractors, agents, or assigns of the County. The County covenants and agrees that:

- a. As between the County and Comfort ISD and the agents, officers, and employees of the Comfort ISD, the County shall be solely responsible for and with respect to any claim or cause of action arising out of or with respect to any act, omission, or failure to act by the County or its agents, officers, employees, and subcontractors, while on the County's property or while using the any of the County's facilities or performing any function or providing or delivering any service undertaken by the County pursuant to this Agreement.
- b. For and with respect to the services to be provided by the County to Comfort ISD pursuant to this Agreement, the County hereby contracts, covenants, and agrees to obtain and maintain in full force and effect, during the term of this Agreement, a policy or policies of insurance, or risk pool coverage, in the amounts sufficient to insure the County and its agents, officers, and employees from and against any claim, cause of action, or liability arising out of or from the action, omission, or failure to act by the County, its agents, officers, employees, and subcontractors in the course of their duties.

4.6 It is specifically agreed that, as between the Parties, each party to this Agreement shall be individually and respectively responsible for responding to, dealing with, insuring against, defending, and otherwise handling and managing liability and potential liability pursuant to this Agreement.



- 4.7 Each party hereto reserves and does not waive any immunity or defense available to it at law or in equity as to any claim or cause of action whatsoever that may arise or result from the services provided and/or any circumstance arising under the Agreement. Neither Comfort ISD nor the County waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas on behalf of itself, its trustees, council members, officers, employees, and agents.
- 4.8 No term or provision of this Agreement shall benefit or obligate any person or entity not a party to it. This Agreement shall not be interpreted nor construed to give to any third party the right to any claim or cause of action, and neither the County nor Comfort ISD shall be held legally liable for any claim or cause of action arising pursuant to, or out of the services provided under, this Agreement except as specifically provided herein or by law. The Parties hereto shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release, or other consideration under this Agreement.
- 4.9 Nothing in this Agreement shall be deemed to extend, increase or limit the jurisdiction or authority of any of the County or Comfort ISD except as necessary to implement, perform and obtain the services and duties provided for in this Agreement. Save and except only as specifically provided in this Agreement, all governmental functions and services traditionally provided by Comfort ISD, and all governmental and proprietary functions and services traditionally provided by the County, shall be and remain the sole responsibility of each such party.

## **ARTICLE 5: TERM**

- 5.1 The initial term of this Agreement shall commence on May 1, 2017, and continue through April 30, 2019, and shall automatically renew for an annual term commencing on August 1<sup>st</sup> thereafter, unless terminated earlier in writing by either party.
- 5.2 If the County wishes to renew this Agreement subject to a change in Comfort ISD's annual payment for the SRO salaries and related costs, the County shall provide Comfort ISD with written notice of that requested change, no later than May 1<sup>st</sup> of the calendar year. Unless Comfort ISD notifies the County in writing of its agreement to the change in annual payment by June 15<sup>th</sup>, the Agreement between the County and Comfort ISD shall terminate at the end of the term.
- 5.3 After the initial two year term of this Agreement, Comfort ISD and the County will agree on the annual amount payable for the SRO salaries and related costs by executing an agreed upon Summary of Costs.
- 5.4 This Agreement may be terminated at any time by either party, with or without cause, by giving the other party a minimum of ninety (90) days written notice of its intention to terminate, such notice to be delivered by hand or U.S. Certified Mail to the other party.



- 5.5 This Agreement may be terminated by any Party upon not less than thirty (30) days written notice should another Party fail to substantially perform in accordance with the terms of this Agreement through no fault of the Party initiating the termination.
- 5.6 Termination will not relieve Comfort ISD of its obligation to pay the County for any amounts due and payable for services performed prior to termination.

#### **ARTICLE 6: NOTIFICATIONS**

- 6.1 All correspondence and communications regarding this Agreement shall be directed to:
- |                          |   |
|--------------------------|---|
| KENDALL COUNTY           | COMFORT INDEPENDENT SCHOOL DISTRICT         |
| Attn: Al Auxier, Sheriff | Attn: Leslie Vann, Superintendent of School |
| 6 Staudt Street          | P.O. Box 398                                |
| Boerne, Texas 78006      | Comfort, Texas 78013                        |
- 6.2 Notices provided pursuant to this Agreement must be in writing and hand-delivered or sent by certified mail, return receipt requested.

#### **ARTICLE 7: MISCELLANEOUS PROVISIONS**

- 7.1 If any portion of this Agreement shall be deemed void or invalid, the remaining portions of the Agreement shall continue in full force and effect.
- 7.2 This Agreement represents the entire Agreement between the Parties, and it supersedes any prior understanding or written or oral agreement relating to the subject matter herein. This Agreement may not be modified, altered, changed, or amended, except by written agreement of the Parties.
- 7.3 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall live in Kendall County, Texas unless otherwise mandated by law.
- 7.4 No Party shall assign or otherwise transfer its interest in this Agreement without the express written permission of the other Party.
- 7.5 This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.
- 7.6 By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by their governing body in order to enter into and perform the terms of this Agreement.



**KENDALL COUNTY COMMISSIONERS COURT  
AGENDA REQUEST**

**COMMISSIONER COURT DATE: 4/10/2017  
OPEN SESSION**

<b>SUBJECT</b>	Safety Committee Chairman
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Robert Kinsey, Facilities Manager & Safety Committee Chairman
<b>PHONE # OR EXTENSION #</b>	830-413-0618
<b>TIME NEEDED FOR PRESENTATION</b>	3 minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action on selecting a Chairman for the Safety Committee.
<b>REASON FOR AGENDA ITEM</b>	New chairman needs to be selected.
<b>IS THERE DOCUMENTATION</b>	No
<b>WHO WILL THIS AFFECT?</b>	The Safety Committee
<b>ADDITIONAL INFORMATION</b>	None



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 4/10/2017**  
**OPEN SESSION**

<b>SUBJECT</b>	Transfer of Asset
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Jeffery Fincke, EMS Administrator
<b>PHONE # OR EXTENSION #</b>	830 249-3721 ext. 451
<b>TIME NEEDED FOR PRESENTATION</b>	5 minutes
<b>WORDING OF AGENDA ITEM</b>	Discussion and Action of transferring old ambulance unit 280 to Road and Bridge.
<b>REASON FOR AGENDA ITEM</b>	EMS has no need for the old chassis and R&B has expressed an interest to use it for their Slip and Go units.
<b>IS THERE DOCUMENTATION</b>	No
<b>WHO WILL THIS AFFECT?</b>	Road and Bridge
<b>ADDITIONAL INFORMATION</b>	Cost of a new chassis to use for the Slip and Go unit.



**KENDALL COUNTY COMMISSIONERS COURT  
AGENDA REQUEST**

<b>COMMISSIONER COURT DATE: 4/10/2017</b> <b>OPEN SESSION</b>	
<b>SUBJECT</b>	Physio-Control service agreement for 4 LP 15 and 4 Lucas
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Jeffery Fincke, EMS Administrator
<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 of renewing Physio-Control service agreement for 4 Life-Pak 17 Monitors and 4 Lucas CPR devices.
<b>REASON FOR AGENDA ITEM</b>	To continue ongoing service agreement.
<b>IS THERE DOCUMENTATION</b>	Yes
<b>WHO WILL THIS AFFECT?</b>	EMS Department
<b>ADDITIONAL INFORMATION</b>	In the past this funding has come from fund 12 EMS Memorial





Physio Control, Inc.  
11811 Willows Road NE  
P.O. Box 97006  
Redmond, WA 98073-9706 U.S.A  
www.physio-control.com  
tel (800) 442.1142  
fax (800) 772.3340

Quote Number 00075423  
Create Date 3/28/2017 11:32 AM  
Quote Expiration Date 06/27/2017  
Service Consultant Robert Oliver  
210-723-2689  
WECC53

## Service Plan Quote

Account: 13171101	Service Plan Detail
Jeff Finke KENDALL CTY EMS 1175 N MAIN BOERNE, TX 78006 (830) 249-3721 <a href="mailto:jfincke@co.kendall.tx.us">jfincke@co.kendall.tx.us</a>	Type Renewal Service Plan Start Date 05/05/2017 Service Plan End Date 05/04/2020 Reference Plan PB17R963 Billing Frequency Annual Terms All quotes subject to credit approval and the following terms and conditions Net Terms NET 30 Promotion Coverage Details-Brochure <a href="http://www.physio-control.com/ServicePlans/">www.physio-control.com/ServicePlans/</a>
Notes	
Service plan customers receive 15% discount on Accessories and Disposables.	

Product	Start Date	End Date	Qty	Term List Price	Disc %	Annual Net Price Per Unit	Term Net Price Per Unit	Extended Term Net Price
LP15-OSCOMP-3	05/05/2017	05/04/2020	4	5,172.00	15.00	1,465.40	4,396.20	17,584.80
LUCAS-OSCOMP-3	05/05/2017	05/04/2020	4	4,650.00	15.00	1,317.50	3,952.50	15,810.00

\* Denotes Proration

Product Descriptions provided below signature line.

Subtotal	USD 33,394.80
Estimated Tax	USD 0.00
Estimated Shipping & Handling	USD 0.00
<b>Grand Total</b>	<b>USD 33,394.80</b>

Pricing Summary Totals	
List Price Total	USD 39,288.00
Total Contract Discounts Amount	USD 0.00
Total Discount	USD -5,893.20
Estimated Tax + S&H	USD 0.00

**GRAND TOTAL FOR THIS QUOTE**  
**USD 33,394.80**

PHYSIO-CONTROL, INC. REQUIRES WRITTEN VERIFICATION OF THIS ORDER. A PURCHASE ORDER IS REQUIRED ON ALL ORDERS \$5,000 OR GREATER BEFORE APPLICABLE FREIGHT AND TAXES. THE UNDERSIGNED IS AUTHORIZED TO ACCEPT THIS ORDER IN ACCORDANCE WITH THE TERMS AND PRICES DENOTED HEREIN.

CUSTOMER APPROVAL (AUTHORIZED SIGNATURE)

NAME

TITLE

DATE

Reference Number JS/13171101/129259

Product	Product Description
LP15-OSCOMP-3	LIFEPAK 15 Service - 3 YEAR. On-site Comprehensive Coverage.
LUCAS-OSCOMP-3	LUCAS Service - 3 YEAR. On-site Comprehensive Coverage.

Service Plan Summary

List of covered equipment by location will be provided upon Customer's signature of this quote.

**General Terms for all Products, Services and Subscriptions.**

Physio-Control, Inc. ("Physio") accepts Buyer's order expressly conditioned on Buyer's assent to the terms set forth in this document. Buyer's order and acceptance of any portion of the goods, services or subscriptions shall confirm Buyer's acceptance of these terms. Unless specified otherwise herein, these terms constitute the complete agreement between the parties. Amendments to this document shall be in writing and no prior or subsequent acceptance by Seller of any purchase order, acknowledgment, or other document from Buyer specifying different and/or additional terms shall be effective unless signed by both parties.

**Pricing.** Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods and services. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services unless Physio receives a copy of a valid exemption certificate prior to delivery. Discounts may not be combined with other special terms, discounts, and/or promotions.

**Payment.** Payment for goods and services shall be subject to approval of credit by Physio. Unless otherwise specified by Physio in writing, the entire payment of an invoice is due thirty (30) days after the invoice date for deliveries in the USA, and sight draft or acceptable (confirmed) irrevocable letter of credit is required for sales outside the USA.

**Minimum Order Quantity.** Physio reserves the right to charge a service fee for any order less than \$200.00.

**Patent Indemnity.** Physio shall indemnify Buyer and hold it harmless from and against all demands, claims, damages, losses, and expenses, arising out of or resulting, from any action by a third party against Buyer that is based on any claim that the services infringe a United States patent, copyright, or trademark, or violate a trade secret or any other proprietary right of any person or entity. Physio's indemnification obligations hereunder will be subject to (i) receiving prompt written notice of the existence of any claim; (ii) being able to, at its option, control the defense and settlement of such claim (provided that, without obtaining the prior written consent of Buyer, Physio will enter into no settlement involving the admission of wrongdoing); and (iii) receiving full cooperation of Buyer in the defense of any claim.

**Limitation of Interest.** Through the purchase of Physio products, services, or subscriptions, Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products or services, and Buyer expressly agrees not to reverse engineer or decompile such products or related software and information.

**Delays.** Physio will not be liable for any loss or damage of any kind due to its failure to perform or delays in its performance resulting from an event beyond its reasonable control, including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Physio inability to obtain goods from its usual sources.

**Limited Warranty.** Physio warrants its products and services in accordance with the terms of the limited warranties located at <http://www.physio-control.com/Documents/>. The remedies provided under such warranties shall be Buyer's sole and exclusive remedies. Physio makes no other warranties, express or implied, including, without limitation, **NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.**

**Compliance with Confidentiality Laws.** Both parties acknowledge their respective obligations to maintain the security and confidentiality of individually identifiable health information and agree to comply with applicable federal and state health information confidentiality laws.

**Compliance with Law.** The parties agree to comply with any and all laws, rules, regulations, licensing requirements or standards that are now or hereafter promulgated by any local, state, and federal governmental authority/agency or accrediting/administrative body that governs or applies to their respective duties and obligations hereunder.

**Regulatory Requirement for Access to Information.** In the event 42 USC § 1395x(v)(1)(I) is applicable, Physio shall make available to the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy

of these terms, such books, documents and records as are necessary to certify the nature and extent of the costs of the products and services provided by Physio.

**No Debarment.** Physio represents and warrants that it and its directors, officers, and employees (i) are not excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 USC § 1320a-7b(f); (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services; and (iii) are not under investigation which may result in Physio being excluded from participation in such programs.

**Choice of Law.** The rights and obligations of Physio and Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the state where Buyer is located. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorney's fees, shall be reimbursed by the other party.

**Additional Terms for Purchase and Sale of Service Plans.**

In addition to the General Terms above, the following terms apply to all Physio Service Plans.

**Service Plans.** Physio shall provide services according to the applicable Service Plan purchased by Buyer and described at <http://www.physio-control.com/ServicePrograms.aspx> for the length of the subscription purchased and for the devices specified as covered by the Service Plan ("Covered Equipment").

**Pricing.** If the number or configuration of Covered Equipment changes during the Service Plan subscription, pricing shall be pro-rated accordingly. For Preventative Maintenance, Inspection Only, Comprehensive, and Repair & Inspect Service Plans, Buyer is responsible to pay for preventative maintenance and inspections that have been performed since the last anniversary of the subscription start date and such services shall not be pro-rated.

**Device Inspection Before Acceptance.** All devices that are not covered under Physio's Limited Warranty or a current Service Plan must be inspected and repaired (if necessary) to meet specifications at then-current list prices prior to being covered under a Service Plan.

**Unavailability of Covered Equipment.** If Covered Equipment is not made available at a scheduled service visit, Buyer is responsible to reschedule with the Physio Service Technician, or ship-in the Equipment to a Physio service depot. Physio reserves the right to charge Buyer a surcharge for a return visit. Surcharges will be based on then-current Physio list price of desired services, less 10% for labor and 15% for parts, plus applicable travel costs. The return visit surcharge will be in addition to the subscription price of the Service Plan. To avoid the surcharge, Buyer may ship devices to a Physio service depot. Buyer shall be responsible for round-trip freight for ship-in service.

**Unscheduled or Uncovered Services.** If Buyer requests services to be performed on Covered Equipment which are not covered by a Service Plan, or are outside of designated Services frequency or hours, Physio-Control will charge Buyer for such services at 10% off Physio-Control's standard rates (including overtime, if appropriate) and applicable travel charges. Repair parts required for such repairs will be made available at 15% off the then-current list price.

**Loaners.** If Covered Equipment must be removed from service to complete repairs, Physio will provide Buyer with a loaner device, if one is available. Buyer assumes complete responsibility for the loaner and shall return the loaner to Physio in the same condition as received, normal wear and tear exempted, upon the earlier of the return of the removed Covered Equipment or Physio's request.

**Cancellation.** Buyer may cancel a Service Plan upon sixty (60) days' written notice to Physio. In the event of such cancellation, Buyer shall be responsible for the portion of the designated price which corresponds to the portion of the Service Plan subscription prior to the effective date of termination and the list-price cost of any preventative maintenance, inspections, or repairs rendered after the last anniversary date of the subscription start date.

**No Solicitation.** During the Service Plan subscription and for one (1) year following its expiration Buyer agrees to not to actively and intentionally solicit anyone who is employed by Physio to provide services such as those described in the Service Plan.



**KENDALL COUNTY COMMISSIONERS COURT  
AGENDA REQUEST**

**COMMISSIONER COURT DATE: 4/10/2017**  
**OPEN SESSION**

<b>SUBJECT</b>	Park Maintenance Technician job opening.
<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 and action to hire a Park Maintenance Technician.
<b>REASON FOR AGENDA ITEM</b>	To hire a Park Maintenance Technician.
<b>IS THERE DOCUMENTATION</b>	No
<b>WHO WILL THIS AFFECT?</b>	Parks Department
<b>ADDITIONAL INFORMATION</b>	None





**KENDALL COUNTY COMMISSIONERS COURT  
AGENDA REQUEST**

**COMMISSIONER COURT DATE: 4/10/2017**  
**OPEN SESSION**

<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 employee(s) for emergency call out time.
<b>REASON FOR AGENDA ITEM</b>	Special compensation for call out to assist Fire Department.
<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: March/April 2017**

<b>Employee Name</b>	<b>Date</b>	<b>Total Call Out Hrs</b>	<b>Compensated Time</b>
Don L. Evans	03/25/2017	4.0	4.0
Don L. Evans	03/26/2017	4.5	4.5
Jose Guerrero	03/26/2017	4.5	4.5
Jose Guerrero	04/02/2017	4.5	4.5
Juan Guerrero	04/02/2017	3.75	3.75
Robert Haffner	03/25/2017	4.0	4.0
Ward Jones	04/02/2017	3.75	3.75
James Justice	04/02/2017	4.0	4.0
Jason Martinez	04/02/2017	4.0	4.0
Victor Nieto	04/02/2017	3.75	3.75
Zachary Pape	04/02/2017	4.5	4.5

The above listed employee(s) were called out to: Assist with fire at High Point Subdivision, remove trees in ROW on Old #9 and check roads for debris

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

Approximate grand total amount: \$1,327.64

Commissioners Court: 04/10/2017



**KENDALL COUNTY COMMISSIONERS COURT  
AGENDA REQUEST**

**COMMISSIONER COURT DATE: 4/10/2017  
OPEN SESSION**

<b>SUBJECT</b>	FY 2016 Annual Audit
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	County Auditor's Office Corinna Speer, County Auditor  Keith Neffendorf Neffendorf & Knopp, P.C.
<b>PHONE # OR EXTENSION #</b>	830-249-9343 Ext. 240
<b>TIME NEEDED FOR PRESENTATION</b>	5 Minutes
<b>WORDING OF AGENDA ITEM</b>	Review and accept the Fiscal Year 2016 Annual Audit.
<b>REASON FOR AGENDA ITEM</b>	Present the FY16 financial audit.
<b>IS THERE DOCUMENTATION</b>	Yes - in the County Auditor's Office
<b>WHO WILL THIS AFFECT?</b>	County Auditor
<b>ADDITIONAL INFORMATION</b>	The FY2016 audit will be posted on the County website after Commissioners Court on Monday.