



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

<b>COMMISSIONER COURT DATE: 3/9/2020</b> <b>OPEN SESSION</b>	
<b>SUBJECT</b>	Commissioners Court Meeting Minutes
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	County Clerk's Office Sally 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 approval of the Minutes for February 24, 2020.
<b>REASON FOR AGENDA ITEM</b>	To approve the Minutes from the previous Commissioners Court meetings.
<b>WHO WILL THIS AFFECT?</b>	The public
<b>ADDITIONAL INFORMATION</b>	None



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

<b>COMMISSIONER COURT DATE: 3/9/2020</b> <b>OPEN SESSION</b>	
<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: 3/9/2020**  
**OPEN SESSION**

<b>SUBJECT</b>	Accept Donations
<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 accepting the list of donations on behalf of Kendall County as per Local Government Code 81.032.
<b>REASON FOR AGENDA ITEM</b>	Accept donations received in February
<b>IS THERE DOCUMENTATION</b>	Yes
<b>WHO WILL THIS AFFECT?</b>	County Wide
<b>ADDITIONAL INFORMATION</b>	None

**Kendall County, Texas**  
**Donation List for Commissioners Court March 9, 2020**

*Pursuant to LGC 81.032, the commissioners court may accept a gift, grant, donation, bequest, or devise of money or other property on behalf of the county, including a donation under Chapter 26, Government Code, for the purpose of performing a function conferred by law on the county or a county officer.*

The following donations were received from February 1, 2020 to February 29, 2020.

**Monetary Donations:**

<u>Date</u>	<u>Amount</u>	<u>Received From</u>	<u>Description of Donation</u>	<u>Specific Department or Purpose</u>
02/10/20	\$ 5.00	Bryan Mikus	Cash	Animal Control
02/13/20	\$ 5.00	Susan Keylon	Credit Card	Animal Control
02/22/20	\$ 20.00	Denise Liberis	Cash	Animal Control
02/24/20	\$ 200.00	John Collins, Jr	Cash	EMS
02/25/20	\$ 5.00	Lous Sabatini	Credit Card	Animal Control
02/25/20	\$ 10.00	Kallie Bush	Cash	Animal Control
02/27/20	\$ 150.00	Alexander Hershberger	Cash	Animal Control
02/27/20	\$ 34.70	Unity Church of Boerne	Cash	Animal Control
02/29/20	\$ 20.00	Felicia Frausto	Credit Card	Animal Control

**Other Donations:**

<u>Date</u>	<u>Received From</u>	<u>Description of Donation</u>	<u>Specific Department or Purpose</u>
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## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

<b>COMMISSIONER COURT DATE: 3/9/2020</b> <b>OPEN SESSION</b>	
<b>SUBJECT</b>	Sales Tax Report
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Treasurer's office Sheryl D'Spain
<b>PHONE # OR EXTENSION #</b>	830-249-9343 ext. 220
<b>TIME NEEDED FOR PRESENTATION</b>	2 minutes
<b>WORDING OF AGENDA ITEM</b>	Presentation of Sales Tax report
<b>REASON FOR AGENDA ITEM</b>	To report on the portion of sales tax reimbursed from the State Comptroller's office.
<b>IS THERE DOCUMENTATION</b>	Yes, the report is on the County Website under departments, County Treasurer
<b>WHO WILL THIS AFFECT?</b>	Countywide
<b>ADDITIONAL INFORMATION</b>	None



**Sheryl D'Spain**

Kendall County Treasurer

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

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

sheryl.dspain@co.kendall.tx.us

March 9, 2020

TO: Honorable Darrel Lux, County Judge  
Honorable Christina Bergmann, Commissioner, Pct. 1  
Honorable Richard Elkins, Commissioner, Pct. 2  
Honorable Richard Chapman, Commissioner, Pct. 3  
Honorable Don Durden, Commissioner, Pct. 4

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

In February, Kendall County received collections of \$ 379,196.74 for the month of December 2019. This figure is up 6.11% from December collections the previous year. Our year-to-date collections are \$ 687,813.10 an increase of 9.27% from last year.

Sheryl D'Spain  
Treasurer

Sales Tax Report 2020

Sales tax collection for month	Month collection received	Sales Tax Collection 2019	Sales Tax Collection 2020	% change from 2019	% change from previous month collection	2019 sales tax collections year to date	2020 sales tax collections year to date	% change from 2019
Nov-19	Jan-20	272,130.00	308,616.36	13.41%	-11.25%	272,130.00	308,616.36	13.41%
Dec-19	Feb-20	357,359.84	379,196.74	6.11%	22.87%	629,489.84	687,813.10	9.27%
Jan-20	Mar-20	293,395.43				922,885.27		
Feb-20	Apr-20	301,863.48				1,224,748.75		
Mar-20	May-20	313,157.04				1,537,905.79		
Apr-20	Jun-20	320,093.82				1,857,999.61		
May-20	Jul-20	304,199.44				2,162,199.05		
Jun-20	Aug-20	341,913.25				2,504,112.30		
Jul-20	Sep-20	339,752.31				2,843,864.61		
Aug-20	Oct-20	320,502.80				3,164,367.41		
Sep-20	Nov-20	319,047.89				3,483,415.30		
Oct-20	Dec-20	347,738.36				3,831,153.66		

Total Sales Tax Revenue in Previous Years

Year	Total Collections	% change from previous year
2019	\$3,831,153.66	10.34%
2018	\$3,472,222.80	7.77%
2017	\$3,221,902.66	2.65%

\*\*covering payments from Nov 2019-Oct 2020



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

<b>COMMISSIONER COURT DATE: 3/9/2020</b> <b>OPEN SESSION</b>	
<b>SUBJECT</b>	Historic Jail Museum
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Darrel L. Lux, County Judge Paul Barwick and Dean Sprowl, Friends of the Kendall County Historic Jail Board
<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 on approving expenditures needed for the Historic Jail Museum and an update on the improvements to the building.
<b>REASON FOR AGENDA ITEM</b>	Historic Jail Museum
<b>IS THERE DOCUMENTATION</b>	No
<b>WHO WILL THIS AFFECT?</b>	County wide
<b>ADDITIONAL INFORMATION</b>	None



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

<b>COMMISSIONER COURT DATE: 3/9/2020</b> <b>OPEN SESSION</b>	
<b>SUBJECT</b>	Highway 46 Intersection with City Park Road
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Darrel L. Lux, County Judge
<b>PHONE # OR EXTENSION #</b>	830-249-9343, ext. 213
<b>TIME NEEDED FOR PRESENTATION</b>	5 minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action concerning the need for safety measures at the intersection of Hwy 46 and City Park Road, specifically to make a request to the Texas Department of Transportation to reconfigure the intersection to only allow eastbound traffic to make right turns onto City Park Road and right turns only for vehicles exiting City Park Road onto Hwy 46.
<b>REASON FOR AGENDA ITEM</b>	To make the intersection at Hwy 46 and City Park Road safer for vehicle and pedestrian traffic.
<b>WHO WILL THIS AFFECT?</b>	The public
<b>ADDITIONAL INFORMATION</b>	This request would eliminate left turns for westbound traffic on Hwy 46 onto City Park Road and left turns for vehicles exiting City Park Road onto Hwy 46. Traffic in these instances would achieve their destinations from Charger Boulevard which has a traffic signal.



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

<b>COMMISSIONER COURT DATE: 3/9/2020</b> <b>OPEN SESSION</b>	
<b>SUBJECT</b>	County Buildings
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Robert Kinsey, Facilities Manager
<b>PHONE # OR EXTENSION #</b>	830-249-9343
<b>TIME NEEDED FOR PRESENTATION</b>	5 minutes
<b>WORDING OF AGENDA ITEM</b>	Discussion concerning the status of 1) preparation of the old jail for use as a county storage facility and 2) old Road & Bridge building and removal of contents in preparation for housing the Facilities Department. Action as necessary.
<b>REASON FOR AGENDA ITEM</b>	Status on buildings and removal of contents of the buildings.
<b>WHO WILL THIS AFFECT?</b>	Kendall County departments
<b>ADDITIONAL INFORMATION</b>	None



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 3/9/2020**  
**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>WHO WILL THIS AFFECT?</b>	Countywide
<b>ADDITIONAL INFORMATION</b>	None



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

<b>COMMISSIONER COURT DATE: 3/9/2020</b> <b>OPEN SESSION</b>	
<b>SUBJECT</b>	Technical Advice and Assistance from Cibolo Conservancy
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Brent Evans, Executive Director, The Cibolo Conservancy Land Trust Darrel L. Lux, County Judge
<b>PHONE # OR EXTENSION #</b>	830-249-9343, ext. 213
<b>TIME NEEDED FOR PRESENTATION</b>	15 minutes
<b>WORDING OF AGENDA ITEM</b>	Update on Commissioners Court request for technical advice and assistance from The Cibolo Conservancy Land Trust in connection with efforts to develop a program to finance land conservation and a potential related ballot measure.
<b>REASON FOR AGENDA ITEM</b>	Update from request made September 23, 2019.
<b>WHO WILL THIS AFFECT?</b>	Kendall County
<b>ADDITIONAL INFORMATION</b>	None



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

<b>COMMISSIONER COURT DATE: 3/9/2020</b> <b>OPEN SESSION</b>	
<b>SUBJECT</b>	Request for Relief - 846 SH46 East
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Development Engineer - Mary Ellen Schulle
<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 the platting requirements and road frontage in accordance with Sections 101 and 102 of the Kendall County Development Rules and Regulations. The proposed division would create three tracts ranging in size from 6 acres to 8.75 acres out of a 20.75 acre parent tract. Access to State Highway 46 for two of the proposed tracts would be over a 60-foot-wide road easement to an existing permitted driveway. The proposed configuration will supersede a three tract configuration previously approved by Commissioners Court on April 8, 2019. Andrew Cobb, Owner
<b>REASON FOR AGENDA ITEM</b>	Request for Relief - 846 SH46 East
<b>IS THERE DOCUMENTATION</b>	Yes
<b>WHO WILL THIS AFFECT?</b>	Pct #2
<b>ADDITIONAL INFORMATION</b>	None

**REQUEST FOR RELIEF (Variance)**

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

1. Date 2-22-2020
2. Location of Property: 846 + 842 State Highway 46 E  
Boerne, TX 78006
3. Name of Development (If Applicable): \_\_\_\_\_
4. Property Owner/Developer Name: Bernadine E Cobb
5. Relief Requested (Reference the specific Section/Paragraph of the current KC Development Rules and Regulations:  
Road Frontage 300.1100.1  
Lots must have a minimum road frontage of  
250 feet on a state highway, count road or a road  
constructed to county specifications.
6. Reason(s) for Requesting Relief: (Please refer to Section 106, Relief by County Commissioners Court in answering these questions)
  - a. What special circumstances or conditions affecting the land involved such that the strict interpretation of the provisions of these regulations would deprive you of the reasonable use of this land.  
We have undivided interest in the property and would  
like to divide the property between owners. With ingress and  
egress via tract 3 by a 60' easement to tract 1+2, Tx DOT  
will not grant another driveway/entrance.
  - b. Why is relief necessary for the preservation and enjoyment of a substantial property right of yours?  
We are wanting to build a home on  
tract 1 via the 60' easement and  
Tx DOT will not grant another entrance.

- 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.

Andrew H. Cobb

Signature

Andrew H. Cobb

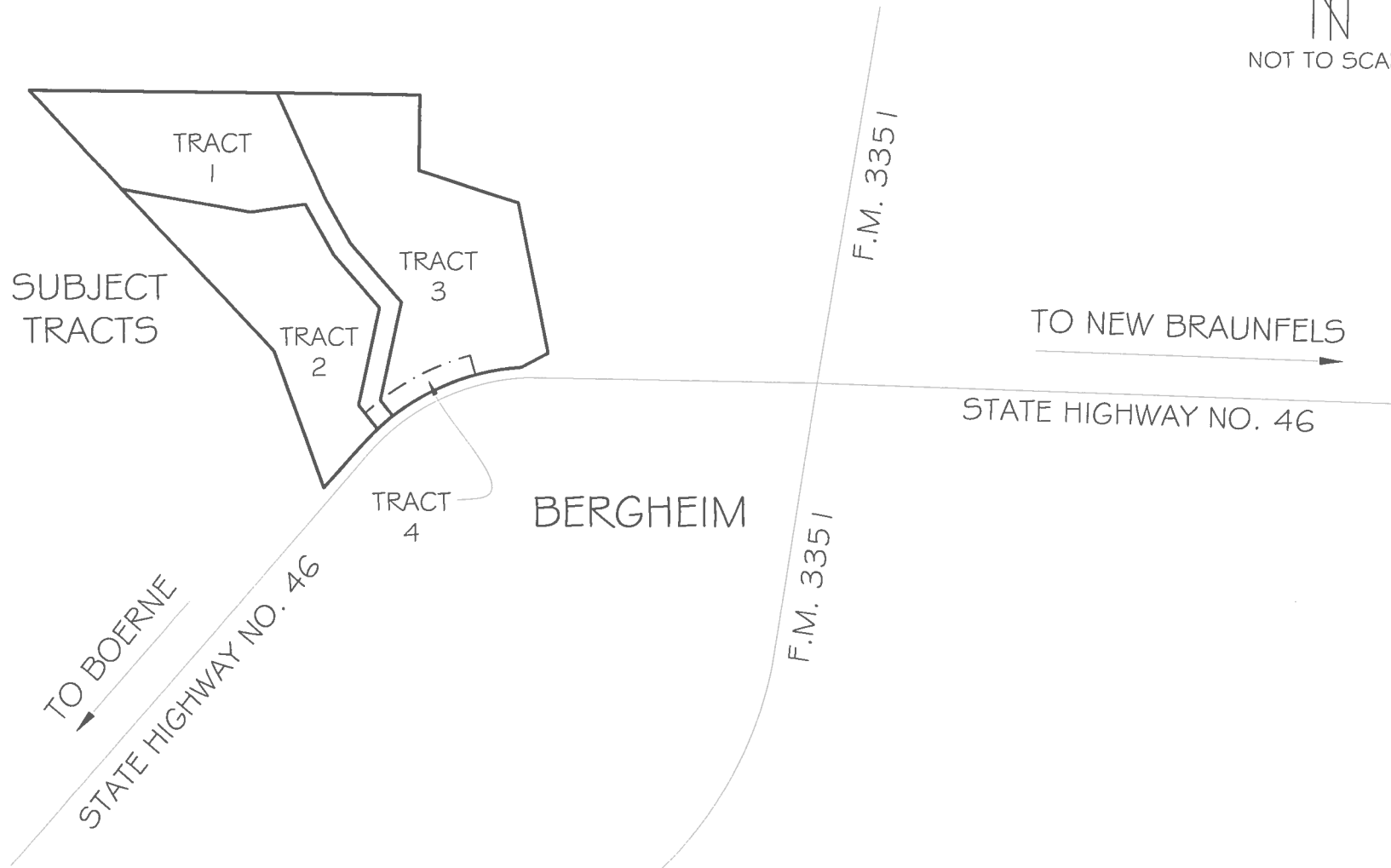
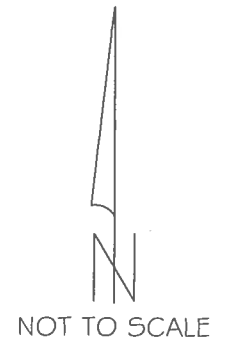
Printed Name

12-22-20

Date

Executor of the Estate  
of Bernadine E. Cobb

# LOCATION MAP



ESTELLA E. RUST  
REMAINDER OF A 97.86 ACRE TRACT  
VOLUME 138, PAGES 371-378  
OFFICIAL RECORDS

ALLEN F. MCGUFFIN AND  
ISABEL E. MCGUFFIN  
5.01 ACRE TRACT  
VOLUME 490, PAGES 443-456  
OFFICIAL RECORDS

REMAINDER OF  
26.21 ACRE  
TRACT

2.066 ACRE TRACT  
VOLUME 2, PAGE 104  
PLAT RECORDS  
VOLUME 488, PAGES  
816-819  
OFFICIAL RECORDS

RICHARD WAYNE ELKINS AND  
WIFE PATRICIA DIANE ELKINS  
25.85 ACRE TRACT  
VOLUME 353, PAGES 836-838  
OFFICIAL RECORDS

1.06  
ACRE TRACT

EXISTING PERMITTED  
TXDOT DRIVEWAY

## EXISTING - AS RECORDED

THE REMAINING PORTION OF A 26.21 ACRE TRACT OF LAND  
RECORDED IN VOLUME 143, PAGES 306-312, DEED  
RECORDS, KENDALL COUNTY, TEXAS AND ALL OF THAT CERTAIN  
1.06 ACRE TRACT OF LAND RECORDED IN VOLUME 81, PAGES  
516-517, DEED RECORDS, KENDALL COUNTY, TEXAS.

HIGHWAY NO. 46  
100' RIGHT-OF-WAY PER TXDOT RIGHT-OF-WAY MAP



SCALE: 1" = 200'

ESTELLA E. RUST  
REMAINDER OF A 97.86 ACRE TRACT  
VOLUME 136, PAGES 371-375  
OFFICIAL RECORDS

TRACT 1  
6.00  
ACRE  
TRACT

RICHARD WAYNE ELKINS AND  
WIFE PATRICIA DIANE ELKINS  
25.85 ACRE TRACT  
VOLUME 353, PAGES 836-838  
OFFICIAL RECORDS

ALLEN F. MCGUFFIN AND  
ISABEL E. MCGUFFIN  
5.01 ACRE TRACT  
VOLUME 490, PAGES 443-456  
OFFICIAL RECORDS

TRACT 3  
8.75  
ACRE  
TRACT

2.066 ACRE TRACT  
VOLUME 2, PAGE 104  
FLAT RECORDS  
VOLUME 488, PAGES  
816-819  
OFFICIAL RECORDS

## PROPOSED - AS SURVEYED

### TRACT 1

A 6.00 ACRE TRACT BEING OUT OF THE REMAINING PORTION OF A 26.21 ACRE TRACT OF LAND RECORDED IN VOLUME 143, PAGES 306-312, DEED RECORDS, KENDALL COUNTY, TEXAS.

### TRACT 2

A 6.00 ACRE TRACT BEING OUT OF THE REMAINING PORTION OF A 26.21 ACRE TRACT OF LAND RECORDED IN VOLUME 143, PAGES 306-312, DEED RECORDS, KENDALL COUNTY, TEXAS.

### TRACT 3

A 8.75 ACRE TRACT BEING OUT OF THE REMAINING PORTION OF A 26.21 ACRE TRACT OF LAND RECORDED IN VOLUME 143, PAGES 306-312, DEED RECORDS, KENDALL COUNTY, TEXAS AND ALL OF THAT CERTAIN 1.06 ACRE TRACT OF LAND RECORDED IN VOLUME 81, PAGES 516-517, DEED RECORDS, KENDALL COUNTY, TEXAS.

### TRACT 3

A 0.48 ACRE 60' WIDE, EASEMENT FOR ROADWAY PURPOSES BEING OUT OF THE REMAINING PORTION OF A 26.21 ACRE TRACT OF LAND RECORDED IN VOLUME 143, PAGES 306-312, DEED RECORDS, KENDALL COUNTY, TEXAS AND ALL OF THAT CERTAIN 1.06 ACRE TRACT OF LAND RECORDED IN VOLUME 81, PAGES 516-517, DEED RECORDS, KENDALL COUNTY, TEXAS.

TRACT 2  
6.00  
ACRE  
TRACT

TRACT 4  
60' WIDE

0.48 ACRE EASEMENT  
FOR ROADWAY  
PURPOSES

EXISTING PERMITTED  
TXDOT DRIVEWAY

HIGHWAY NO. 46  
100' RIGHT-OF-WAY PER TXDOT RIGHT-OF-WAY MAP



SCALE: 1" = 200'



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 3/9/2020**  
**OPEN SESSION**

<b>SUBJECT</b>	Request for Relief - 205G Waring Welfare Road
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Development Engineer - Mary Ellen Schulle
<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 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 three tracts of approximately 52 acres, 11 acres, and 8 acres out of a parent tract of approximately 71 acres. Access to the proposed tracts would be over an existing 40-foot wide road easement to Waring-Welfare Road (205G Waring-Welfare Road – Patrick Riley, Owner)
<b>REASON FOR AGENDA ITEM</b>	Request for Relief - 205G Waring Welfare 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: Feb. 21, 2020
2. Location of property: 205G Waring – Welfare Road
3. Name of Subdivision (If Applicable) N/A
4. Property Owner/Developer Name: Patrick Riley and wife, Aimee Riley
5. Relief Requested (Reference the specific Section/Paragraph of the current KC Development Rules and Regulations and state the relief requested.

### 300.1100 Road Frontage

We want to create 3 tracts out of our 71.56 acre family tract. The 3 tracts would have access to Waring – Welfare road via an existing 40 foot wide ingress-egress easement, which is the only access for the 71.56 acre tract.

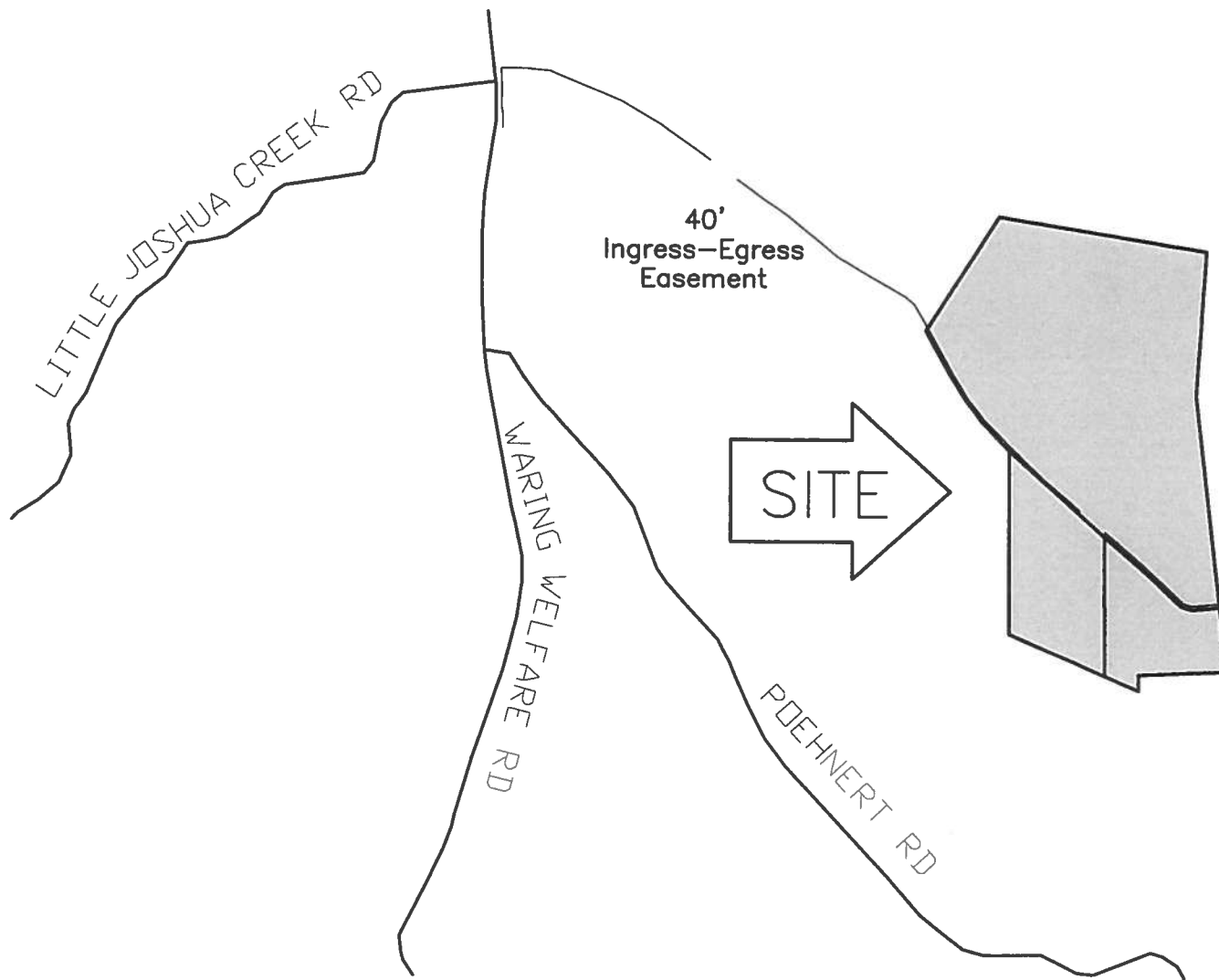
6. Reason(s) for Requesting Relief: (Please refer to Section 106, Relief by County Commissioners Court in answering these questions)
  - a. Are there special circumstances or conditions affecting the land involved such that the strict interpretation of the provisions of the regulations would deprive you of the reasonable use of this land: (If “yes” please state the special circumstances or conditions)  
*yes. This Tract was deeded to me with road access via the easement only.*
  - b. Is relief necessary for the preservation and enjoyment of a substantial property right for you? (if “yes” please state the substantial property right involved)  
*yes. If we don't get this relief we cannot sell this tract to family members.*

Patrick S Riley  
Property Owners Signature

Patrick S Riley  
Print Owner Name

Date 2-26-2020





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

**723 NORTH MAIN, BOERNE, TEXAS 78006**

PHONE: (830) 816-8907 Metro

FAX: (830) 584-0445

FIRM LICENSE NO. 10132600

Waring—Welfare Road

40' Wide Ingress—Egress Easement  
Vol. 685, Pg. 651  
Kendall County Deed Records

PROPOSED DIVISION OF  
PATRICK RILEY 71.56 ACRE  
TRACT CREATING 3 TRACTS

52.1  
Acres

11.4  
Acres

8.1  
Acres



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

723 NORTH MAIN, BOERNE, TEXAS 78006

PHONE: (830) 816-8907 Metro

FAX: (830) 584-0445

FIRM LICENSE NO. 10132600



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

<b>COMMISSIONER COURT DATE: 3/9/2020</b> <b>OPEN SESSION</b>	
<b>SUBJECT</b>	Hardware for the County Clerk's Office
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Darlene Herrin County Clerk
<b>PHONE # OR EXTENSION #</b>	830-249-9343 Ext. 230
<b>TIME NEEDED FOR PRESENTATION</b>	5 Minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action to approve Amendment A to the Agreement for Vanguard Records Management & Imaging System Software/Hardware Solution for the County Clerk's office.
<b>REASON FOR AGENDA ITEM</b>	Request to include 3 Printers (Model HP M608dn) Revised Monthly Price will increase by \$97.78
<b>IS THERE DOCUMENTATION</b>	Yes
<b>WHO WILL THIS AFFECT?</b>	County Clerk's Office
<b>ADDITIONAL INFORMATION</b>	none



**AGREEMENT FOR VANGUARD RECORDS MANAGEMENT & IMAGING SYSTEM  
SOFTWARE/HARDWARE SOLUTION  
AMENDMENT A**

**Dated: February 24, 2020**

The following outlines the modification to the hardware listing for the Kendall County Vanguard implementation. No charges apply.

1. Add three Printers (Model HP M608dn) at an additional \$97.78 per month
2. Revised monthly price is \$5,347.78.
3. All other terms and conditions remain in effect.

**IN WITNESS WHEREOF**, the undersigned authorized representatives of Kofile and the Client have executed this Amendment A to the Agreement.

**Kofile Technologies, Inc.**

A handwritten signature in dark ink, appearing to read "Michael Cobb", is written over a horizontal line.

Michael Cobb  
Senior Vice President

Date: 2.25.2020

**Kendall County, TX**

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

Title:

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



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 3/9/2020**  
**OPEN SESSION**

<b>SUBJECT</b>	Solid Waste Fee Schedule
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	County Engineer - 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 revising and adopting a new fee schedule for Boerne and Comfort Solid Waste.
<b>REASON FOR AGENDA ITEM</b>	Simplify and update fee schedule
<b>IS THERE DOCUMENTATION</b>	Yes
<b>WHO WILL THIS AFFECT?</b>	Kendall County
<b>ADDITIONAL INFORMATION</b>	The proposed fee schedule will reduce the item list and simplify execution of point of sale hardware at Boerne Solid Waste.

**KENDALL COUNTY SOLID WASTE**  
**ITEMS ACCEPTED AND COST PER ITEM**

**BAGS**

TRASH BAG	SMALL	\$2.00
TRASH BAG	LARGE	\$3.00

**BULK**

CURBSIDE STYLE CONTAINER	each	\$10.00
CARPET	each	\$15.00 MINIMUM
CHAIR-RECLINER	each	\$10.00
MATTRESS-BOX SPRING	each	\$15.00
COUCH/SOFA	each	\$25.00
PICKUP TRUCK LOAD	each	\$30.00 AND UP

**METAL**

BATTERIES	each	\$ 3.00
MICROWAVE	each	\$ 7.00
DISHWASHER	each	\$10.00
WASHING MACHINE-DRYER	each	\$10.00
STOVE/RANGE	each	\$10.00
LAWN MOWER	each	\$ 10.00
AIR CONDITIONER	each	\$10.00
GAS GRILL-BBQ PIT	each	\$10.00
MISCELANEOUS	each	\$10.00
DISHWAHER	each	\$10.00
WATER HEATER	each	\$15.00



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 3/9/2020**  
**OPEN SESSION**

<b>SUBJECT</b>	Amend Service Contract with Republic Services
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	County Engineer - 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 amending the service contract with Republic Services for waste management at the Spanish Pass Solid Waste location.
<b>REASON FOR AGENDA ITEM</b>	Amend Service Contract with Republic Services
<b>IS THERE DOCUMENTATION</b>	Yes
<b>WHO WILL THIS AFFECT?</b>	Kendall County
<b>ADDITIONAL INFORMATION</b>	The proposed contract amends billing protocols to better reflect actual haul tonnage and reduce cost.



## PROPOSAL

3/3/2020

RICHARD TOBOLKA, P.E.  
KENDALL COUNTY BOERNE 40YD OT  
46 Spanish Pass Rd  
Boerne, TX 78006  
Quote: A195175419

KENDALL COUNTY 40YD OPEN TOP R:

Below is our proposal of recommended services, customized for your business needs identified during our discussions. If you ever need additional services, or just need an extra pickup, please give us a call at 210-304-2700. It's that easy.

### Service Details

#### LARGE CONTAINERS

##### Service Change

Equipment Qty/Type/Size:	1 - Open Top 40.00 Yd(s)	Haul Rate:	\$225.00 per haul
Frequency:	Every 4 Weeks	Disposal Rate:	\$30.00 per ton
Material Type:	Solid Waste	Rental Rate:	\$180.00 per month
Hauls/ month:	5.0		

Large Container Haul Charge	\$1,125.00
Large Container Rental Charge	\$180.00
Total Fuel/ Environmental Recovery Fees**	\$430.00
Administrative Fee**	\$5.95
<b>Total Estimated Amount</b>	<b>\$1,740.95</b>

Sherri Jones  
Republic Services  
210-304-2700  
sjones4@republicservices.com  
[www.republicservices.com](http://www.republicservices.com)

\* The Total Estimated Amount is merely an estimate of your typical monthly invoice amount without one-time start-up charges (e.g., delivery). It does not include any applicable taxes or local fees, which would be additional charges on your invoice.

\*\* FRF, ERF & ADMIN: The Fuel Recovery Fee (FRF) is a variable charge that changes monthly. For more information on the FRF, Environmental Recovery Fee (ERF) and Administrative Fee, please visit the links available on the Bill Pay page of our website, [www.republicservices.com](http://www.republicservices.com). The proposed rates above are valid for 60 days. This proposal is not a contract or agreement or an offer to enter into a contract or agreement. The purpose of this proposal is to set forth the proposed framework of service offerings and rates and fees for those offerings. Any transaction based upon this proposal is subject to and conditioned upon the execution by both parties of Republic Services' Customer Service Agreement.

INVOICE TO	
CUSTOMER NAME	KENDALL COUNTY 40YD OPEN TOP R
ATTN:	RICHARD TOBOLKA, P.E.
ADDRESS	201 E SAN ANTONIO AVE STE 113
CITY	BOERNE, TX
STATE	
ZIP CODE	78006-2027
TEL. NO.	(830) 249-9343 FAX NO.

SITE LOCATION	
SITE NAME	KENDALL COUNTY BOERNE 40YD OT
ADDRESS	46 Spanish Pass Rd
CITY	Boerne, TX
STATE	
ZIP CODE	78006
TEL. NO.	(830) 331-8250 FAX NO.
AUTHORIZED BY:	RICHARD TOBOLKA, P.E. TITLE
CONTACT	RICHARD TOBOLKA, P.E. TITLE Engineer



## Customer Service Agreement

AGREEMENT NUMBER	A195175419
ACCOUNT NUMBER	859-78471
EMAIL	rtobolka@co.kendall.tx.us

N/O	CONT. GRP	TYPE	SIZE	C	QTY	ACCT. TYPE	C/O	SERV. FREQUENCY	EST. LIFTS	S	P.O. REQ	RECP. REQ	L/F CODE	OPEN/ CLOSE DATE	LIFT CHARGE	MONTHLY SERVICE	EXTRA LIFT	DISP RATE	ADDITIONAL CHARGES	ONE TIME CHARGES	TC/RC CMP
N	1	RO	40.00 Yd(s)	N	1	P	N	1/4/W		N		N	TS88	12/16/2019	\$225.00	\$180.00		\$30.00 per ton		Delivery \$285.29 Dry Run \$266.20 Relocate \$272.25 Removal \$298.87 Washout \$208.72	
O	1	RO	40.00 Yd(s)	N	1	P	N	1/4/W	5.0	N		N	TS88	12/15/2019	\$441.00	\$180.00		\$30.00 over 4.0 tons			

The undersigned individual signing this Agreement on behalf of the Customer acknowledges that he or she has read and understands the terms and conditions of this Agreement and that he or she has the authority to sign the Agreement on behalf of the Customer.

HEREINAFTER REFERRED TO AS THE "COMPANY"

BY:

Credit Terms

(AUTHORIZED SIGNATURE)

TITLE:

BY:

(AUTHORIZED SIGNATURE)

TITLE:

CUSTOMER NAME (PLEASE PRINT)

DATE OF AGREEMENT

### COMMENTS

Delivery Notes:  
Safety: Diff Approach, Pedestrian

Fuel Recovery Fee - Yes , Environmental Recovery Fee - Yes , Administrative Fee - Yes

### TERMS AND CONDITIONS

**SERVICES.** Customer grants to Company the exclusive right to collect, transport, and dispose of or recycle all of Customer's non-hazardous solid waste materials (including Recyclable Materials) (collectively, "Waste Materials"), and Company agrees to furnish such services as permitted by Applicable Laws.

**TERM.** THE INITIAL TERM OF THIS AGREEMENT SHALL START ON THE DATE ON WHICH SERVICE UNDER THIS AGREEMENT COMMENCES AND SHALL CONTINUE FOR 32 MONTHS. THEREAFTER, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE 36 MONTH TERMS UNLESS EITHER PARTY GIVES WRITTEN NOTICE OF TERMINATION TO THE OTHER AT LEAST 60 DAYS BEFORE THE END OF THE THEN CURRENT TERM. ANY NOTICE OF TERMINATION UNDER THIS AGREEMENT BY CUSTOMER SHALL BE VOID UNLESS SENT VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED, AND ACTUALLY RECEIVED BY COMPANY.

**WASTE MATERIALS.** The Waste Materials shall not contain any hazardous materials, wastes or substances, toxic substances, wastes or pollutants; contaminants; pollutants; infectious wastes; medical wastes; or radioactive wastes (collectively, "Excluded Waste"), each as defined by applicable federal, state or local laws or regulations (collectively, "Applicable Laws"). CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COMPANY FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, SUITS, PENALTIES, FINES, REMEDIATION COSTS, AND LIABILITIES (INCLUDING COURT COSTS AND REASONABLE ATTORNEYS' FEES) (COLLECTIVELY, "LOSSES") RESULTING FROM THE INCLUSION OF EXCLUDED WASTE IN THE WASTE MATERIALS.

**TITLE.** Company shall acquire title to Waste Materials when they are loaded into Company's truck. Title to and liability for any Excluded Waste shall remain with Customer and shall at no time pass to Company.

CONTINUED ON NEXT PAGE

## TERMS AND CONDITIONS (Continued from previous page)

**PAYMENT.** Customer shall pay Company for the services and equipment furnished by Company at the rates provided in this Agreement. Customer shall pay all taxes, fees and other governmental charges assessed against or passed through to Company (other than income or real property taxes). Customer shall pay such fees as the Company may impose from time to time by notice to Customer (including, by way of example only, late payment fees, administrative fees and environmental fees), with Company to determine the amounts of such fees in its discretion up to the maximum amount allowed by Applicable Law. Without limiting the foregoing, Customer shall pay Company: (a) a fee of \$50 (which Company may increase from time to time by notice to Customer) for each check submitted by Customer that is an insufficient funds check or is returned or dishonored, and (b) fuel/environmental recovery fees in the amount shown on each of Company's invoices, which amount Company may increase or decrease from time to time by showing the amount on the invoice. Customer shall pay Company within 20 days after the date of Company's invoice. At any time after Company becomes concerned about Customer's creditworthiness or after Customer has made any late payment, Company may request, and if requested Customer shall pay, a deposit in an amount equal to one month's charges under this Agreement.

**RATE ADJUSTMENTS.** Company may, from time to time by notice to Customer, increase the rates provided in this Agreement to adjust for any increase in: (a) disposal costs, (b) transportation costs due to a change in location of Customer or the disposal or recycling facility used by Company, (c) the Consumer Price Index for All Urban Consumers (Water, Sewer and Trash Collection Services), U.S. City Average, (d) the average weight per cubic yard of Customer's Waste Materials above the number of pounds per cubic yard upon which the rates provided in this Agreement are based as indicated on the cover page of this Agreement, (e) recycling sorting, processing and related costs, (f) costs related to Customer's failure to separate Recyclable Materials from other Waste Materials, the contamination of the Recyclable Materials, or other decreases in the value of the Recyclable Materials, or (g) Company's costs due to changes in Applicable Laws. Company may increase rates for reasons other than those set forth above with Customer's consent, which may be evidenced verbally, in writing or by the parties' actions and practices.

**SERVICE CHANGES.** The parties may change the type, size or amount of equipment, the type or frequency of service, and correspondingly the rates by agreement of the parties, which may be evidenced verbally, in writing or by the parties' actions and practices. This Agreement shall apply to any change of location of Customer within the area in which Company provides collection and disposal services.

**RECYCLABLE MATERIALS.** This section applies in the event Company has expressly agreed to remove and transport Recyclable Materials (material that Company determines can be recycled typically including, without limitation, aluminum cans (UBC – Used Beverage Containers), cardboard (free of wax), ferrous metal cans, mixed office paper, newspaper and plastics containers) to a material recovery facility, recycling center or similar facility. Customer agrees that Company in its sole discretion may determine any single load is contaminated and may refuse to collect it or may charge Customer for any additional costs, including (but not limited to) sorting, processing, transportation and disposal costs. Customer shall comply with all Applicable Laws regarding the separation of solid waste from Recyclable Materials and use of its best efforts to not place items in the container that may result in the decrease in the value of Recyclable Materials or make the Recyclable Materials unsuitable for recycling.

**RESPONSIBILITY FOR EQUIPMENT; ACCESS.** Any equipment Company furnishes shall remain Company's property. Customer shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Company's handling of the equipment). Customer shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move or alter the equipment. **CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COMPANY FROM AND AGAINST ALL LOSSES ARISING FROM ANY INJURY OR DEATH TO PERSONS OR LOSS OR DAMAGE TO PROPERTY (INCLUDING THE EQUIPMENT) ARISING OUT OF CUSTOMER'S USE, OPERATION OR POSSESSION OF THE EQUIPMENT.** Customer shall provide safe, unobstructed access to the equipment on the scheduled collection day. Company may charge an additional fee for any additional collection service required by Customer's failure to provide access.

**DAMAGE TO PAVEMENT.** Company shall not be responsible for any damages to Customer's pavement, curbing or other driving surfaces resulting from Company providing service at Customer's location.

**SUSPENSION.** If any amount due from Customer is not paid within 60 days after the date of Company's invoice, Company may, without notice and without terminating this Agreement, suspend collecting and disposing of Waste Materials until Customer has paid such amount to Company. If Company suspends service, Customer shall pay Company a service interruption fee in an amount determined by Company in its discretion up to the maximum amount allowed by Applicable Law.

**TERMINATION.** In addition to its above suspension rights, Company may terminate this Agreement immediately by written notice to Customer if (a) any of the information contained in any credit application submitted to Company in connection with this Agreement is untrue or (b) Customer breaches this Agreement and fails to cure such breach within 10 days after Company gives Customer written notice of the breach. Company's failure to suspend service or terminate this Agreement when Customer fails to timely pay or otherwise breaches this Agreement shall not constitute a waiver of Company's right to suspend service or terminate this Agreement for any future failure to pay or other breach.

**PAYMENT UPON TERMINATION.** If Customer terminates this Agreement before its expiration other than as a result of a breach by Company, or if Company terminates this Agreement as a result of a breach by Customer (including nonpayment), Customer shall pay Company an amount equal to the most recent month's monthly charges multiplied by the lesser of (a) six months or (b) the number of months remaining in the term. Customer acknowledges that in the event of such a termination, actual damages to Company would be uncertain and difficult to ascertain, such amount is the best, reasonable and objective estimate of the actual damages to Company, such amount does not constitute a penalty, and such amount is reasonable under the circumstances. Any amount payable under this paragraph shall be in addition to amounts already owing under this Agreement.

**ASSIGNMENT.** Customer shall not assign this Agreement without Company's prior written consent, which Company shall not unreasonably withhold. Company may assign this Agreement without Customer's consent.

**EXCUSED PERFORMANCE.** Except for Customer's obligation to pay amounts due to Company, any failure or delay in performance due to contingencies beyond a party's reasonable control, including strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires and acts of God, shall not constitute a breach of this Agreement.

**ATTORNEYS' FEES.** If any litigation is commenced under this Agreement, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses, and court or other costs incurred in such litigation or proceeding.

**MISCELLANEOUS.** If service to Customer includes Container Refresh, Customer is limited to requesting one exchange of each participating container every twelve months of paid enrollment; any additional exchange is subject to Company's standard container exchange fee. Customer agrees that during any enrollment year in which Customer receives an exchange under the program, any service change request by Customer to cancel Container Refresh will not be effective until Customer completes payment for twelve (12) consecutive months of enrollment in the program. Company reserves the right, in its sole discretion, to suspend or cancel the Container Refresh program. This Agreement sets forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, that exist between the parties regarding the subject matter of this Agreement. Company shall have no confidentiality obligation with respect to any Waste Materials. This Agreement shall be binding upon and inure solely to the benefit of the parties and their permitted assigns. If any provision of this Agreement shall be invalid, illegal or unenforceable, it shall be modified so as to be valid, legal and enforceable but so as most nearly to retain the intent of the parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby. Customer and Company agree that electronic signatures are valid and effective, and that an electronically stored copy of this Agreement constitutes proof of the signature and contents of this Agreement, as though it were an original.

CUSTOMER'S INITIAL:

DATE



## PROPOSAL

12/18/2019

RICHARD TOBOLKA, P.E.  
KENDALL CO BOERNE PACKER #1  
46 Spanish Pass Rd  
Boerne, TX 78006  
Quote: A195175450

### KENDALL COUNTY BOERNE SOLID WASTE:

Below is our proposal of recommended services, customized for your business needs identified during our discussions. If you ever need additional services, or just need an extra pickup, please give us a call at 210-304-2700. It's that easy.

#### Service Details

##### LARGE CONTAINERS

###### Existing

Equipment Qty/Type/Size:	1 - Stationary Compactor 40.00	Haul Rate:	\$457.00 per haul
Frequency:	Yd(s)	Tons Included in Haul Rate:	4.0
Material Type:	1/Week	Additional Tons:	\$30.00 per ton
Hauls/ month:	Solid Waste		
	4.3		

###### Service Change

Equipment Qty/Type/Size:	1 - Stationary Compactor 40.00	Haul Rate:	\$500.00 per haul
	Yd(s)	Disposal Rate:	\$30.00 per ton
Frequency:	1/Week		(7.0 ton minimum)
Material Type:	Solid Waste		
Hauls/ month:	4.3		

Large Container Haul Charge	\$2,165.00
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Total Fuel/ Environmental Recovery Fees*	\$713.11
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* Administrative Fee**	\$5.95
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<b>Total Estimated Amount</b>	<b>\$2,884.06</b>
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Sherri Jones  
Republic Services  
210-304-2700  
sjones4@republicservices.com  
[www.republicservices.com](http://www.republicservices.com)

\* The Total Estimated Amount is merely an estimate of your typical monthly invoice amount without one-time start-up charges (e.g., delivery). It does not include any applicable taxes or local fees, which would be additional charges on your invoice.

\*\* FRF, ERF & ADMIN: The Fuel Recovery Fee (FRF) is a variable charge that changes monthly. For more information on the FRF, Environmental Recovery Fee (ERF) and Administrative Fee, please visit the links available on the Bill Pay page of our website, [www.republicservices.com](http://www.republicservices.com). The proposed rates above are



## PROPOSAL

valid for 60 days. This proposal is not a contract or agreement or an offer to enter into a contract or agreement. The purpose of this proposal is to set forth the proposed framework of service offerings and rates and fees for those offerings. Any transaction based upon this proposal is subject to and conditioned upon the execution by both parties of Republic Services' Customer Service Agreement.

INVOICE TO	
CUSTOMER NAME	KENDALL COUNTY BOERNE SOLID WA
ATTN:	RICHARD TOBOLKA, P.E.
ADDRESS	201 E SAN ANTONIO AVE STE 113
CITY	BOERNE, TX
STATE	
ZIP CODE	78006-2027
TEL. NO.	(830) 331-8250 FAX NO.

SITE LOCATION	
SITE NAME	KENDALL CO BOERNE PACKER #1
ADDRESS	46 Spanish Pass Rd
CITY	Boerne, TX
STATE	
ZIP CODE	78006
TEL. NO.	(830) 331-8250 FAX NO.
AUTHORIZED BY:	RICHARD TOBOLKA, P.E. TITLE
CONTACT	RICHARD TOBOLKA, P.E. TITLE Engineer



## Customer Service Agreement

AGREEMENT NUMBER	A195175450
ACCOUNT NUMBER	859-78472
EMAIL	rtobolka@co.kendall.tx.us

N/O	CONT. GRP	TYPE	SIZE	C	QTY	ACCT. TYPE	C/O	SERV. FREQUENCY	EST. LIFTS	S	P.O. REQ	RECP. REQ	L/F CODE	OPEN/ CLOSE DATE	LIFT CHARGE	MONTHLY SERVICE	EXTRA LIFT	DISP RATE	ADDITIONAL CHARGES	ONE TIME CHARGES	TC/RC CMP
N	1	RO	40.00 Yd(s)	Y	1	P	Y	1/1W		N		N	TS88	12/16/2019	\$500.00 includes 7 tons disposal			\$30.00 per ton over 7 tons		Delivery \$750.00 Dry Run \$175.00 Relocate \$175.00 Removal \$300.00 Washout \$175.00	
O	1	RO	40.00 Yd(s)	Y	1	P	Y	1/1W	4.3	N		N	TS88	12/15/2019	\$457.00 includes 4 tons disposal			\$30.00 over 4.0 tons			

BFI Waste Services of Texas, LP DBA Allied Waste Services of Kerrville, Allied Waste Services of San Antonio, Republic Services of Kerrville, Republic Services of San Antonio  
HEREINAFTER REFERRED TO AS THE "COMPANY"

The undersigned individual signing this Agreement on behalf of the Customer acknowledges that he or she has read and understands the terms and conditions of this Agreement and that he or she has the authority to sign the Agreement on behalf of the Customer.

BY:	TITLE:
(AUTHORIZED SIGNATURE)	(AUTHORIZED SIGNATURE)
CUSTOMER NAME (PLEASE PRINT)	DATE OF AGREEMENT

COMMENTS
Minimum Tons for 40.0 yard - 7.0
Delivery Notes: Safety Pedestrian, Enclosure
Fuel Recovery Fee - Yes, Environmental Recovery Fee - Yes, Administrative Fee - Yes

## TERMS AND CONDITIONS

**SERVICES.** Customer grants to Company the exclusive right to collect, transport, and dispose of or recycle all of Customer's non-hazardous solid waste materials (including Recyclable Materials) (collectively, "Waste Materials"), and Company agrees to furnish such services as permitted by Applicable Laws.

**TERM.** THE INITIAL TERM OF THIS AGREEMENT SHALL START ON THE DATE ON WHICH SERVICE UNDER THIS AGREEMENT COMMENCES AND SHALL CONTINUE FOR 32 MONTHS. THEREAFTER, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE 36 MONTH TERMS UNLESS EITHER PARTY GIVES WRITTEN NOTICE OF TERMINATION TO THE OTHER AT LEAST 60 DAYS BEFORE THE END OF THE THEN CURRENT TERM. ANY NOTICE OF TERMINATION UNDER THIS AGREEMENT BY CUSTOMER SHALL BE VOID UNLESS SENT VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED, AND ACTUALLY RECEIVED BY COMPANY.

**WASTE MATERIALS.** The Waste Materials shall not contain any hazardous materials, wastes or substances, toxic substances, wastes or pollutants, contaminants, pollutants, infectious wastes, medical wastes, or radioactive wastes (collectively, "Excluded Waste"), each as defined by applicable federal, state or local laws or regulations (collectively, "Applicable Laws"). CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COMPANY FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, SUITS, PENALTIES, FINES, REMEDIATION COSTS, AND LIABILITIES (INCLUDING COURT COSTS AND REASONABLE ATTORNEYS' FEES) (COLLECTIVELY, "LOSSES") RESULTING FROM THE INCLUSION OF EXCLUDED WASTE IN THE WASTE MATERIALS.

**TITLE.** Company shall acquire title to Waste Materials when they are loaded into Company's truck. Title to and liability for any Excluded Waste shall remain with Customer and shall at no time pass to Company.

CONTINUED ON NEXT PAGE

## TERMS AND CONDITIONS (Continued from previous page)

**PAYMENT.** Customer shall pay Company for the services and equipment furnished by Company at the rates provided in this Agreement. Customer shall pay all taxes, fees and other governmental charges assessed against or passed through to Company (other than income or real property taxes). Customer shall pay such fees as the Company may impose from time to time by notice to Customer (including, by way of example only, late payment fees, administrative fees and environmental fees), with Company to determine the amounts of such fees in its discretion up to the maximum amount allowed by Applicable Law. Without limiting the foregoing, Customer shall pay Company: (a) a fee of \$50 (which Company may increase from time to time by notice to Customer) for each check submitted by Customer that is an insufficient funds check or is returned or dishonored; and (b) fuel/environmental recovery fees in the amount shown on each of Company's invoices, which amount Company may increase or decrease from time to time by showing the amount on the invoice. Customer shall pay Company within 20 days after the date of Company's invoice. At any time after Company becomes concerned about Customer's creditworthiness or after Customer has made any late payment, Company may request, and if requested Customer shall pay, a deposit in an amount equal to one month's charges under this Agreement.

**RATE ADJUSTMENTS.** Company may, from time to time by notice to Customer, increase the rates provided in this Agreement to adjust for any increase in: (a) disposal costs; (b) transportation costs due to a change in location of Customer or the disposal or recycling facility used by Company; (c) the Consumer Price Index for All Urban Consumers (Water, Sewer and Trash Collection Services), U.S. City Average; (d) the average weight per cubic yard of Customer's Waste Materials above the number of pounds per cubic yard upon which the rates provided in this Agreement are based as indicated on the cover page of this Agreement; (e) recycling sorting, processing and related costs; (f) costs related to Customer's failure to separate Recyclable Materials from other Waste Materials, the contamination of the Recyclable Materials, or other decreases in the value of the Recyclable Materials; or (g) Company's costs due to changes in Applicable Laws. Company may increase rates for reasons other than those set forth above with Customer's consent, which may be evidenced verbally, in writing or by the parties' actions and practices.

**SERVICE CHANGES.** The parties may change the type, size or amount of equipment, the type or frequency of service, and correspondingly the rates by agreement of the parties, which may be evidenced verbally, in writing or by the parties' actions and practices. This Agreement shall apply to any change of location of Customer within the area in which Company provides collection and disposal services.

**RECYCLABLE MATERIALS.** This section applies in the event Company has expressly agreed to remove and transport Recyclable Materials (material that Company determines can be recycled typically including, without limitation, aluminum cans (UBC – Used Beverage Containers), cardboard (free of wax), ferrous metal cans, mixed office paper, newspaper and plastics containers) to a material recovery facility, recycling center or similar facility. Customer agrees that Company in its sole discretion may determine any single load is contaminated and may refuse to collect it or may charge Customer for any additional costs, including (but not limited to) sorting, processing, transportation and disposal costs. Customer shall comply with all Applicable Laws regarding the separation of solid waste from Recyclable Materials and use of its best efforts to not place items in the container that may result in the decrease in the value of Recyclable Materials or make the Recyclable Materials unsuitable for recycling.

**RESPONSIBILITY FOR EQUIPMENT; ACCESS.** Any equipment Company furnishes shall remain Company's property. Customer shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Company's handling of the equipment). Customer shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move or alter the equipment. **CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COMPANY FROM AND AGAINST ALL LOSSES ARISING FROM ANY INJURY OR DEATH TO PERSONS OR LOSS OR DAMAGE TO PROPERTY (INCLUDING THE EQUIPMENT) ARISING OUT OF CUSTOMER'S USE, OPERATION OR POSSESSION OF THE EQUIPMENT.** Customer shall provide safe, unobstructed access to the equipment on the scheduled collection day. Company may charge an additional fee for any additional collection service required by Customer's failure to provide access.

**DAMAGE TO PAVEMENT.** Company shall not be responsible for any damages to Customer's pavement, curbing or other driving surfaces resulting from Company providing service at Customer's location.

**SUSPENSION.** If any amount due from Customer is not paid within 60 days after the date of Company's invoice, Company may, without notice and without terminating this Agreement, suspend collecting and disposing of Waste Materials until Customer has paid such amount to Company. If Company suspends service, Customer shall pay Company a service interruption fee in an amount determined by Company in its discretion up to the maximum amount allowed by Applicable Law.

**TERMINATION.** In addition to its above suspension rights, Company may terminate this Agreement immediately by written notice to Customer if (a) any of the information contained in any credit application submitted to Company in connection with this Agreement is untrue or (b) Customer breaches this Agreement and fails to cure such breach within 10 days after Company gives Customer written notice of the breach. Company's failure to suspend service or terminate this Agreement when Customer fails to timely pay or otherwise breaches this Agreement shall not constitute a waiver of Company's right to suspend service or terminate this Agreement for any future failure to pay or other breach.

**PAYMENT UPON TERMINATION.** If Customer terminates this Agreement before its expiration other than as a result of a breach by Company, or if Company terminates this Agreement as a result of a breach by Customer (including nonpayment), Customer shall pay Company an amount equal to the most recent month's monthly charges multiplied by the lesser of (a) six months or (b) the number of months remaining in the term. Customer acknowledges that in the event of such a termination, actual damages to Company would be uncertain and difficult to ascertain, such amount is the best, reasonable and objective estimate of the actual damages to Company, such amount does not constitute a penalty, and such amount is reasonable under the circumstances. Any amount payable under this paragraph shall be in addition to amounts already owing under this Agreement.

**ASSIGNMENT.** Customer shall not assign this Agreement without Company's prior written consent, which Company shall not unreasonably withhold. Company may assign this Agreement without Customer's consent.

**EXCUSED PERFORMANCE.** Except for Customer's obligation to pay amounts due to Company, any failure or delay in performance due to contingencies beyond a party's reasonable control, including strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires and acts of God, shall not constitute a breach of this Agreement.

**ATTORNEYS' FEES.** If any litigation is commenced under this Agreement, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses, and court or other costs incurred in such litigation or proceeding.

**MISCELLANEOUS.** If service to Customer includes Container Refresh, Customer is limited to requesting one exchange of each participating container every twelve months of paid enrollment; any additional exchange is subject to Company's standard container exchange fee. Customer agrees that during any enrollment year in which Customer receives an exchange under the program, any service change request by Customer to cancel Container Refresh will not be effective until Customer completes payment for twelve (12) consecutive months of enrollment in the program. Company reserves the right, in its sole discretion, to suspend or cancel the Container Refresh program. This Agreement sets forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, that exist between the parties regarding the subject matter of this Agreement. Company shall have no confidentiality obligation with respect to any Waste Materials. This Agreement shall be binding upon and inure solely to the benefit of the parties and their permitted assigns. If any provision of this Agreement shall be invalid, illegal or unenforceable, it shall be modified so as to be valid, legal and enforceable but so as most nearly to retain the intent of the parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby. Customer and Company agree that electronic signatures are valid and effective, and that an electronically stored copy of this Agreement constitutes proof of the signature and contents of this Agreement, as though it were an original.

CUSTOMER'S INITIAL:

DATE:



## PROPOSAL

12/18/2019

RICHARD TOBOLKA, P.E.  
KENDALL CO BOERNE PACKER #2  
46 Spanish Pass Rd  
Boerne, TX 78006  
Quote: A195175450

### KENDALL COUNTY BOERNE SOLID WASTE:

Below is our proposal of recommended services, customized for your business needs identified during our discussions. If you ever need additional services, or just need an extra pickup, please give us a call at 210-304-2700. It's that easy.

#### Service Details

##### LARGE CONTAINERS

###### Existing

Equipment Qty/Type/Size:	1 - Stationary Compactor 40.00	Haul Rate:	\$457.00 per haul
Frequency:	Yd(s)	Tons Included in Haul Rate:	4.0
Material Type:	1/Week	Additional Tons:	\$30.00 per ton
Hauls/ month:	Solid Waste		
	4.3		

###### Service Change

Equipment Qty/Type/Size:	1 - Stationary Compactor 40.00	Haul Rate:	\$500.00 per haul
Frequency:	Yd(s)	Disposal Rate:	\$30.00 per ton
Material Type:	1/Week		(7.0 ton
Hauls/ month:	Solid Waste		minimum)
	4.3		

Large Container Haul Charge	\$2,165.00
Total Fuel/ Environmental Recovery Fees*	\$713.11
* Administrative Fee**	\$5.95
<b>Total Estimated Amount</b>	<b>\$2,884.06</b>

Sherri Jones  
Republic Services  
210-304-2700  
sjones4@republicservices.com  
[www.republicservices.com](http://www.republicservices.com)

\* The Total Estimated Amount is merely an estimate of your typical monthly invoice amount without one-time start-up charges (e.g., delivery). It does not include any applicable taxes or local fees, which would be additional charges on your invoice.

\*\* FRF, ERF & ADMIN: The Fuel Recovery Fee (FRF) is a variable charge that changes monthly. For more information on the FRF, Environmental Recovery Fee (ERF) and Administrative Fee, please visit the links available on the Bill Pay page of our website, [www.republicservices.com](http://www.republicservices.com). The proposed rates above are



## PROPOSAL

valid for 60 days. This proposal is not a contract or agreement or an offer to enter into a contract or agreement. The purpose of this proposal is to set forth the proposed framework of service offerings and rates and fees for those offerings. Any transaction based upon this proposal is subject to and conditioned upon the execution by both parties of Republic Services' Customer Service Agreement.

INVOICE TO	
CUSTOMER NAME	KENDALL COUNTY BOERNE SOLID WA
ATTN:	RICHARD TOBOLKA, P.E.
ADDRESS	201 E SAN ANTONIO AVE STE 113
CITY	BOERNE, TX
STATE	
ZIP CODE	78006-2027
TEL. NO.	(830) 331-8250 FAX NO.

SITE LOCATION	
SITE NAME	KENDALL CO BOERNE PACKER #2
ADDRESS	46 Spanish Pass Rd
CITY	Boerne, TX
STATE	
ZIP CODE	78006
TEL. NO.	(830) 331-8250 FAX NO.
AUTHORIZED BY:	RICHARD TOBOLKA, P.E. TITLE
CONTACT	RICHARD TOBOLKA, P.E. TITLE Engineer



## Customer Service Agreement

AGREEMENT NUMBER A195175450

ACCOUNT NUMBER 859-78472

EMAIL rtobolka@co.kendall.tx.us

N/O	CONT. GRP	TYPE	SIZE	C	QTY	ACCT. TYPE	C/O	SERV. FREQUENCY	EST. LIFTS	S	P.O. REQ	RECPT. REQ	L/F CODE	OPEN/ CLOSE DATE	LIFT CHARGE	MONTHLY SERVICE	EXTRA LIFT	DISP RATE	ADDITIONAL CHARGES	ONE TIME CHARGES	TC/RC CMP
N	1	RO	40.00 Yd(s)	Y	1	P	Y	1/1/W		N		N	TS88	12/16/2019	\$500.00 includes 7 tons disposal			\$30.00 per ton over 7 tons		Delivery \$750.00 Dry Run \$175.00 Relocate \$175.00 Removal \$300.00 Washout \$175.00	
O	1	RO	40.00 Yd(s)	Y	1	P	Y	1/1/W	4.3	N		N	TS88	12/15/2019	\$457.00 includes 4 tons disposal			\$30.00 over 4.0 tons			

BFI Waste Services of Texas, LP DBA Allied Waste Services of Kerrville, Allied Waste Services of San Antonio, Republic Services of Kerrville, Republic Services of San Antonio

HEREINAFTER REFERRED TO AS THE "COMPANY"

The undersigned individual signing this Agreement on behalf of the Customer acknowledges that he or she has read and understands the terms and conditions of this Agreement and that he or she has the authority to sign the Agreement on behalf of the Customer.

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_  
(AUTHORIZED SIGNATURE)

BY: \_\_\_\_\_  
(AUTHORIZED SIGNATURE)

\_\_\_\_\_  
CUSTOMER NAME (PLEASE PRINT)

TITLE: \_\_\_\_\_

\_\_\_\_\_  
DATE OF AGREEMENT

COMMENTS
Minimum Tons for 40.0 yard - 7.0
<u>Delivery Notes:</u> Safety Pedestrian, Enclosure
Fuel Recovery Fee - Yes , Environmental Recovery Fee - Yes , Administrative Fee - Yes

## TERMS AND CONDITIONS

**SERVICES.** Customer grants to Company the exclusive right to collect, transport, and dispose of or recycle all of Customer's non-hazardous solid waste materials (including Recyclable Materials) (collectively, "Waste Materials"), and Company agrees to furnish such services as permitted by Applicable Laws.

**TERM.** THE INITIAL TERM OF THIS AGREEMENT SHALL START ON THE DATE ON WHICH SERVICE UNDER THIS AGREEMENT COMMENCES AND SHALL CONTINUE FOR 32 MONTHS. THEREAFTER, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE 36 MONTH TERMS UNLESS EITHER PARTY GIVES WRITTEN NOTICE OF TERMINATION TO THE OTHER AT LEAST 60 DAYS BEFORE THE END OF THE THEN CURRENT TERM. ANY NOTICE OF TERMINATION UNDER THIS AGREEMENT BY CUSTOMER SHALL BE VOID UNLESS SENT VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED, AND ACTUALLY RECEIVED BY COMPANY.

**WASTE MATERIALS.** The Waste Materials shall not contain any hazardous materials, wastes or substances; toxic substances, wastes or pollutants; contaminants; pollutants; infectious wastes; medical wastes, or radioactive wastes (collectively, "Excluded Waste"), each as defined by applicable federal, state or local laws or regulations (collectively, "Applicable Laws"). **CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COMPANY FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, SUITS, PENALTIES, FINES, REMEDIATION COSTS, AND LIABILITIES (INCLUDING COURT COSTS AND REASONABLE ATTORNEYS' FEES) (COLLECTIVELY, "LOSSES") RESULTING FROM THE INCLUSION OF EXCLUDED WASTE IN THE WASTE MATERIALS.**

**TITLE.** Company shall acquire title to Waste Materials when they are loaded into Company's truck. Title to and liability for any Excluded Waste shall remain with Customer and shall at no time pass to Company.

CONTINUED ON NEXT PAGE

## TERMS AND CONDITIONS (Continued from previous page)

**PAYMENT.** Customer shall pay Company for the services and equipment furnished by Company at the rates provided in this Agreement. Customer shall pay all taxes, fees and other governmental charges assessed against or passed through to Company (other than income or real property taxes). Customer shall pay such fees as the Company may impose from time to time by notice to Customer (including, by way of example only, late payment fees, administrative fees and environmental fees), with Company to determine the amounts of such fees in its discretion up to the maximum amount allowed by Applicable Law. Without limiting the foregoing, Customer shall pay Company: (a) a fee of \$50 (which Company may increase from time to time by notice to Customer) for each check submitted by Customer that is an insufficient funds check or is returned or dishonored, and (b) fuel/environmental recovery fees in the amount shown on each of Company's invoices, which amount Company may increase or decrease from time to time by showing the amount on the invoice. Customer shall pay Company within 20 days after the date of Company's invoice. At any time after Company becomes concerned about Customer's creditworthiness or after Customer has made any late payment, Company may request, and if requested Customer shall pay, a deposit in an amount equal to one month's charges under this Agreement.

**RATE ADJUSTMENTS.** Company may, from time to time by notice to Customer, increase the rates provided in this Agreement to adjust for any increase in: (a) disposal costs; (b) transportation costs due to a change in location of Customer or the disposal or recycling facility used by Company; (c) the Consumer Price Index for All Urban Consumers (Water, Sewer and Trash Collection Services), U.S. City Average; (d) the average weight per cubic yard of Customer's Waste Materials above the number of pounds per cubic yard upon which the rates provided in this Agreement are based as indicated on the cover page of this Agreement; (e) recycling sorting, processing and related costs; (f) costs related to Customer's failure to separate Recyclable Materials from other Waste Materials, the contamination of the Recyclable Materials, or other decreases in the value of the Recyclable Materials; or (g) Company's costs due to changes in Applicable Laws. Company may increase rates for reasons other than those set forth above with Customer's consent, which may be evidenced verbally, in writing or by the parties' actions and practices.

**SERVICE CHANGES.** The parties may change the type, size or amount of equipment, the type or frequency of service, and correspondingly the rates by agreement of the parties, which may be evidenced verbally, in writing or by the parties' actions and practices. This Agreement shall apply to any change of location of Customer within the area in which Company provides collection and disposal services.

**RECYCLABLE MATERIALS.** This section applies in the event Company has expressly agreed to remove and transport Recyclable Materials (material that Company determines can be recycled typically including, without limitation, aluminum cans (UBC – Used Beverage Containers), cardboard (free of wax), ferrous metal cans, mixed office paper, newspaper and plastics containers) to a material recovery facility, recycling center or similar facility. Customer agrees that Company in its sole discretion may determine any single load is contaminated and may refuse to collect it or may charge Customer for any additional costs, including (but not limited to) sorting, processing, transportation and disposal costs. Customer shall comply with all Applicable Laws regarding the separation of solid waste from Recyclable Materials and use of its best efforts to not place items in the container that may result in the decrease in the value of Recyclable Materials or make the Recyclable Materials unsuitable for recycling.

**RESPONSIBILITY FOR EQUIPMENT; ACCESS.** Any equipment Company furnishes shall remain Company's property. Customer shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Company's handling of the equipment). Customer shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move or alter the equipment. **CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COMPANY FROM AND AGAINST ALL LOSSES ARISING FROM ANY INJURY OR DEATH TO PERSONS OR LOSS OR DAMAGE TO PROPERTY (INCLUDING THE EQUIPMENT) ARISING OUT OF CUSTOMER'S USE, OPERATION OR POSSESSION OF THE EQUIPMENT.** Customer shall provide safe, unobstructed access to the equipment on the scheduled collection day. Company may charge an additional fee for any additional collection service required by Customer's failure to provide access.

**DAMAGE TO PAVEMENT.** Company shall not be responsible for any damages to Customer's pavement, curbing or other driving surfaces resulting from Company providing service at Customer's location.

**SUSPENSION.** If any amount due from Customer is not paid within 60 days after the date of Company's invoice, Company may, without notice and without terminating this Agreement, suspend collecting and disposing of Waste Materials until Customer has paid such amount to Company. If Company suspends service, Customer shall pay Company a service interruption fee in an amount determined by Company in its discretion up to the maximum amount allowed by Applicable Law.

**TERMINATION.** In addition to its above suspension rights, Company may terminate this Agreement immediately by written notice to Customer if (a) any of the information contained in any credit application submitted to Company in connection with this Agreement is untrue or (b) Customer breaches this Agreement and fails to cure such breach within 10 days after Company gives Customer written notice of the breach. Company's failure to suspend service or terminate this Agreement when Customer fails to timely pay or otherwise breaches this Agreement shall not constitute a waiver of Company's right to suspend service or terminate this Agreement for any future failure to pay or other breach.

**PAYMENT UPON TERMINATION.** If Customer terminates this Agreement before its expiration other than as a result of a breach by Company, or if Company terminates this Agreement as a result of a breach by Customer (including nonpayment), Customer shall pay Company an amount equal to the most recent month's monthly charges multiplied by the lesser of (a) six months or (b) the number of months remaining in the term. Customer acknowledges that in the event of such a termination, actual damages to Company would be uncertain and difficult to ascertain, such amount is the best, reasonable and objective estimate of the actual damages to Company, such amount does not constitute a penalty, and such amount is reasonable under the circumstances. Any amount payable under this paragraph shall be in addition to amounts already owing under this Agreement.

**ASSIGNMENT.** Customer shall not assign this Agreement without Company's prior written consent, which Company shall not unreasonably withhold. Company may assign this Agreement without Customer's consent.

**EXCUSED PERFORMANCE.** Except for Customer's obligation to pay amounts due to Company, any failure or delay in performance due to contingencies beyond a party's reasonable control, including strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires and acts of God, shall not constitute a breach of this Agreement.

**ATTORNEYS' FEES.** If any litigation is commenced under this Agreement, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses, and court or other costs incurred in such litigation or proceeding.

**MISCELLANEOUS.** If service to Customer includes Container Refresh, Customer is limited to requesting one exchange of each participating container every twelve months of paid enrollment; any additional exchange is subject to Company's standard container exchange fee. Customer agrees that during any enrollment year in which Customer receives an exchange under the program, any service change request by Customer to cancel Container Refresh will not be effective until Customer completes payment for twelve (12) consecutive months of enrollment in the program. Company reserves the right, in its sole discretion, to suspend or cancel the Container Refresh program. This Agreement sets forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, that exist between the parties regarding the subject matter of this Agreement. Company shall have no confidentiality obligation with respect to any Waste Materials. This Agreement shall be binding upon and inure solely to the benefit of the parties and their permitted assigns. If any provision of this Agreement shall be invalid, illegal or unenforceable, it shall be modified so as to be valid, legal and enforceable but so as most nearly to retain the intent of the parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby. Customer and Company agree that electronic signatures are valid and effective, and that an electronically stored copy of this Agreement constitutes proof of the signature and contents of this Agreement, as though it were an original.

CUSTOMER'S INITIAL:

DATE:



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 3/9/2020**  
**OPEN SESSION**

<b>SUBJECT</b>	Development Rules - Professional Services contract
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	County Engineer, Rick 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 Mosaic Project Cost Proposal concerning a professional services contract for Amending, Compiling, Development and Production of a document known as Kendall County Development Rules and Regulations.
<b>REASON FOR AGENDA ITEM</b>	Execute Professional Services contract.
<b>IS THERE DOCUMENTATION</b>	Yes
<b>WHO WILL THIS AFFECT?</b>	Kendall County
<b>ADDITIONAL INFORMATION</b>	None



# PROJECT COST PROPOSAL

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## *Kendall County Development Rules and Regulations*

### MOSAIC Planning and Development Services

18756 Stone Oak Parkway, Suite 200  
San Antonio, TX 78258

(210)995-0393  
[carissacox@mosaicplans.com](mailto:carissacox@mosaicplans.com)

## Basic Qualifications

MOSAIC is a planning and development service firm that creates tools for managing community growth and land development. We unite vision and value through exceptional design, addressing the physical as well as the programmatic needs associated with expanding urban systems. Our areas of expertise include development codes and ordinances, comprehensive planning, small area planning and design guidelines. MOSAIC is a certified WBE, SBE HUB and DBE business that was established in 2012. Our office is located in San Antonio, Texas. This enables us to provide in-person service to our clients in Central Texas, without the budget burden of travel expenses.

Each of our planners is certified by the American Institute of Certified Planners and have at least two degrees in fields related to planning, land use or design. We have won awards from the Texas APA for our planning efforts, for projects such as the Comprehensive Plan for Cleburne and for the Downtown Master Plan for Brenham. In addition to product delivery, we provide services related to public engagement and communication. We also engage commissions, city councils and decision-makers to ensure understanding and support prior to the decision-making process. This is a critical step in the creation of plans, policies and laws in our communities.

## Ability to Perform: Similar Project Experience

Our planners have been providing planning services to Texas cities for many years, and we have been active in the Greater San Antonio area since 2013. We have provided code evaluations and code compatibility analyses for VIA and the City of San Antonio. We are currently working with the City of Boerne to develop their first Unified Development Code, with a targeted adoption set for this coming spring. We have drafted development regulations for a number of other cities throughout the State of Texas, including Smithville and Cleburne, and have provided targeted advisement and consultation related to code amendments and development management for cities such as North Richland Hills, Hickory Creek and Westlake.

## Detailed Project Timeline

		MONTH								
		1	2	3	4	5	6	7	8	9
PREPARING THE FIRST DRAFT (50%)										
1.1	Provision of Formatted Content									
1.2	Detailed Review of Content									
1.3	Document Format and Structure									
1.4	Produce First Draft of Development Regulations									
1.5	Presentation to Commissioners Court									
1.6	Presentation to Stakeholder Group									
PREPARING THE SECOND DRAFT (90%)										
2.1	Review Comments on First Draft									
2.2	Document Edits									
2.3	Second Draft of Development Regulations									
2.4	Presentation to Commissioners Court									
2.5	Presentation to Stakeholder Group									
PREPARING THE FINAL DRAFT (100%)										
3.1	Review Comments on Second Draft									
3.2	Document Edits									
3.3	Final Draft of Development Regulations									
3.4	Notice									
3.5	Presentation to Commissioner's Court									
3.6	Deliver Final Product									
MANAGEMENT AND ADMINISTRATION										
4.1	Staff Coordination									
4.2	Monthly Progress Reports									

1. Upon contract execution, project progress is measured from the point at which the Consultant receives all material from the Client.
2. The Consultant's ability to maintain the above schedule is contingent upon timely turnaround of materials reviewed by Client and project stakeholders.
3. It is anticipated that this project schedule will be executed over two fiscal years.

## Detailed Scope of Services

### TASK ONE: PREPARING THE FIRST DRAFT (50%)

- 1.1 **Provision of Formatted Content.** MOSAIC will receive all content for inclusion in the new Kendall County Development Regulations as MS Word documents. It is understood that the Client will be responsible for conversion of all court orders and other applicable documents to MS Word. Project timeline will begin once MOSAIC receives these base files.
- 1.2 **Detailed Review of Content.** MOSAIC will conduct a detailed review of all existing orders and regulations provided by the Client, looking for internal consistency, consistency with State Law, general document flow and organization, and use of illustrations and drawings. Practices and approaches in other comparable counties will also be documented. This detailed review will be provided to the Client for comment and discussion prior to construction of the first draft of the new development regulations.
- 1.3 **Document Format and Structure.** MOSAIC will provide the Client with a document outline showing chapters and sections and will develop a style list for the new document. This will be the working framework for the new development regulations.
- 1.4 **First Draft of the Kendall County Development Regulations.** Once the format and style guide for the document is approved by Client, MOSAIC will produce a first (50%) draft of the Kendall County Development Regulations. This document will consist of the existing regulations, plus subsequently adopted court orders, as well as any items or changes emerging from 1.2 Detailed Review of Content. We will work with staff to set a reasonable deadline for comments on the first draft to be incorporated or answered as we develop the second draft.
- 1.5 **Presentation to Commissioners Court.** MOSAIC will make a presentation to the Commissioner's Court regarding the Draft Development Plan. The focus for this first presentation will be upon project process, orientation to the document and any major changes from the current regulations. A PowerPoint document will be provided by MOSAIC for use during the presentation.
- 1.6 **Presentation to Stakeholders.** MOSAIC will give a presentation to a group of identified project stakeholders that is similar to that given to Commissioner's Court. The presentation will include a PowerPoint document, which MOSAIC will provide.

### TASK TWO: PREPARING THE SECOND DRAFT (90%)

- 2.1 **Review First Draft Comments.** MOSAIC will receive and review comments on the first draft of the development regulations. Prior to distribution of the first draft, instructions will be provided as to how to organize all comments. We will present findings of our review of comments to staff, including recommendations and documentation of how each comment will be incorporated or answered.
- 2.2 **Document Edits.** Once findings from First Draft Comments have been discussed with staff, MOSAIC will modify the Development Regulations accordingly. Changes and modifications will be documented using the approach approved by staff. This can be in memo form or using the Track Changes feature in MS Word.
- 2.3 **Second Draft of the Kendall County Development Regulations.** Once Client has reviewed recommended changes and edits identified in 2.2, MOSAIC will produce a second (90%) draft of the Kendall County Development Regulations. We will work with staff to set a reasonable deadline for comments on the second draft to be incorporated or answered as we develop the final draft.
- 2.4 **Presentation to Commissioners Court.** MOSAIC will make a presentation to the Commissioner's Court regarding the Draft Development Plan. This presentation will include a project progress report and a discussion about the adoption process. A PowerPoint document will be provided by MOSAIC for use during the presentation.
- 2.5 **Presentation to Stakeholders.** MOSAIC will give a presentation to a group of identified project stakeholders that is similar to that given to Commissioner's Court. The presentation will include a PowerPoint document, which MOSAIC will provide.

### TASK THREE: PREPARING THE FINAL DRAFT (100%)

- 3.1 **Review Second Draft Comments.** MOSAIC will receive and review comments on the second draft of the development regulations. Prior to distribution of the first draft, instructions will be provided as to how to organize all comments. We will present findings of our review of comments to staff, including recommendations and documentation of how each comment will be incorporated or answered.

- 3.2 **Document Edits.** Once findings from Second Draft Comments have been discussed with staff, MOSAIC will modify the Development Regulations accordingly. Changes and modifications will be documented using the approach approved by staff. This can be in memo form or using the Track Changes feature in MS Word.
- 3.3 **Final Draft of the Kendall County Development Regulations.** Once Client has made a final review of the document, MOSAIC will provide a final draft of the Kendall County Development Regulations in two formats. We will provide a MS Word version with a clickable Table of Contents and a PDF version that is bookmarked by chapters and sections.
- 3.4 **Notice.** MOSAIC will assist the County as needed with public notice of pending adoption of the new development regulations, but will not be responsible for public notice.
- 3.5 **Final Presentation to Commissioner's Court.** MOSAIC will make a presentation of the final draft to be adopted by Commissioner's Court. This will include a PowerPoint document to be used in the presentation.
- 3.6 **Deliver Final Product.** Upon adoption, MOSAIC will provide the County with a final product, which will consist of a MS Word document with a clickable table of contents and a PDF version with bookmarked chapters and sections.

#### **TASK FOUR: MANAGEMENT AND ADMINISTRATION**

- 4.1 **Staff Coordination.** MOSAIC will communicate regularly and as needed with staff through web conferences, phone calls and in-person meetings. Where web conferences are needed, MOSAIC will provide the online platform for these meetings. MOSAIC will also provide any file-sharing platform needed for exchange of documents throughout project process.
- 4.2 **Monthly Progress Reports.** MOSAIC will provide staff with monthly project progress report documenting work completed and percent completion by task.

## **Anticipated Changes to Current Format**

Each governing body creates its own unique set of regulations to manage development. As we work with Staff, elected officials and stakeholders, we will endeavor to help the County to achieve the priorities for this project as we understand them. These include:

- integration of subsequent court orders with the previously adopted regulatory document
- alignment with State and Federal laws and with industry best practices as observed in comparable counties
- a general update to the format and style of the document to make it easier to navigate

As we build codes and ordinances, there are a few standard features we recommend to our clients, such as:

- a composite set of definitions that functions as a master glossary
- digitally produced graphics (CAD or similar) where details and illustrated specifications help to clarify text
- An index of figures, tables and illustrations
- A chapter-based structure for the document that allows major content divisions to be readily located.
- A general document framework and format that allows for future additions and changes

Additionally, there are some content-related changes that will likely be required through the project process. We have developed a cost proposal that allocates a fixed number of hours to generation of new content. This could include new land use assumptions, new environmental standards, etc. Once we conduct our detailed content review and develop our Document Format and Structure (1.3), we will determine where to prioritize the time and budget allocated for generation of new content.

# Project Cost for 9 Month Timeline

		Cost by Task	Item Cost	Allocated Hours	
				Principal	Sr. Planner
PREPARING THE FIRST DRAFT (50%)		\$ 25,200			
1.1	Receive Material to Be Incorporated		\$ 300	2	
1.2	Detailed Review of Content		\$ 6,000	40	
1.3	Proposed Format and Structure		\$ 1,800	12	
1.4	First Draft of Development Regulations		\$ 15,000	40	120
1.5	Presentation to Commissioners Court		\$ 1,500	4	12
1.6	Presentation to Stakeholder Group		\$ 600	4	
PREPARING THE SECOND DRAFT (90%)		\$ 12,900			
2.1	Review Comments on First Draft		\$ 3,000	20	
2.2	Document Edits		\$ 6,000	20	40
2.3	Second Draft of Development Regulations		\$ 1,800	4	16
2.4	Presentation to Commissioners Court		\$ 1,500	4	12
2.5	Presentation to Stakeholder Group		\$ 600	4	0
PREPARING THE FINAL DRAFT (100%)		\$ 10,950			
3.1	Review Comments on Second Draft		\$ 2,250	15	
3.2	Document Edits		\$ 3,000	10	20
3.3	Final Draft of Development Regulations		\$ 1,800	4	16
3.4	Assistance with Public Notice		\$ 1,200	4	8
3.5	Presentation to Commissioner's Court		\$ 1,500	4	12
3.6	Deliver Final Product		\$ 1,200	4	8
MANAGEMENT AND ADMINISTRATION		\$ 7,200			
4.1	Staff Coordination		\$ 6,000	40	
4.2	Monthly Progress Reports		\$ 1,200	8	

**TOTAL COST \$ 56,250**

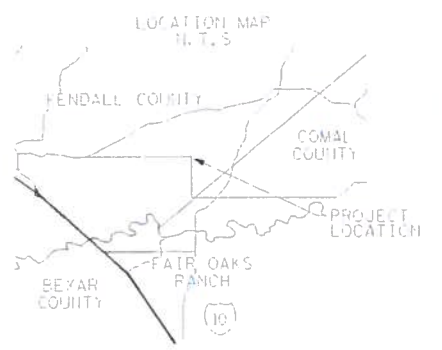
OPTIONAL: GRAPHICS AND ILLUSTRATIONS					
	10-pack simple CAD line graphics	2000			
	10-pack CAD graphics with moderate detail	4000			
	8-pack CAD graphics with texture/high detail	6000			





## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 3/9/2020**  
**OPEN SESSION**

<b>SUBJECT</b>	Roadway Improvements Ammann Road
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	County Engineer - Richard Tobolka
<b>PHONE # OR EXTENSION #</b>	830-249-9343 Ext. 250
<b>TIME NEEDED FOR PRESENTATION</b>	10 Minutes
<b>WORDING OF AGENDA ITEM</b>	Discussion pertaining to a proposed Highway Safety Improvement Project on Ammann Road. The purpose of the proposed project is to improve horizontal curvature of the roadway. The proposed project is located approximately 3.75 miles east of the intersection of Ammann Road and SH 46. Richard Elkins, Pct. #2, Don Durden, Transportation Committee
<b>REASON FOR AGENDA ITEM</b>	Provide project information to public
<b>IS THERE DOCUMENTATION</b>	Yes
<b>WHO WILL THIS AFFECT?</b>	Pct #2
<b>ADDITIONAL INFORMATION</b>	None



**CITY OF FAIR OAKS RANCH**

**FREESE AND NICHOLS**  
9601 McAllister Freeway, Suite 1008  
San Antonio, Texas 78216  
Phone - (210) 298-3800  
web - www.freese.com

**FAIR OAKS RANCH**  
**AMMANN ROAD LAYOUT**

DESIGN	FED. RD. DIST. NO.	STATE AID PROJECT NO.		HIGHWAY NO.
GRAPHICS	STATE	DISTRICT	COUNTY	SHEET NO.
CHECK	CONTROL	SECTION	JOB	

SHEET 1 OF 1

FOR TV-P-40M(10) 10/1



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

**COMMISSIONER COURT DATE: 3/9/2020**  
**OPEN SESSION**

<b>SUBJECT</b>	Bid # 2020.03
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	County Auditor's Office Corinna Speer, County Auditor
<b>PHONE # OR EXTENSION #</b>	830-249-9343 Ext. 240
<b>TIME NEEDED FOR PRESENTATION</b>	5 Minutes
<b>WORDING OF AGENDA ITEM</b>	Consideration and action to award the Bulk Fuel bid #2020.03 for Road and Bridge.
<b>REASON FOR AGENDA ITEM</b>	To award the bid for bulk fuel.
<b>IS THERE DOCUMENTATION</b>	No
<b>WHO WILL THIS AFFECT?</b>	Road and Bridge
<b>ADDITIONAL INFORMATION</b>	Bid opens on Wednesday, March 4th and documentation will be available at court.



## KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

<b>COMMISSIONER COURT DATE: 3/9/2020</b> <b>OPEN SESSION</b>	
<b>SUBJECT</b>	CDL Policy
<b>DEPARTMENT &amp; PERSON MAKING REQUEST</b>	Ricky Pfeiffer, Road Supervisor
<b>PHONE # OR EXTENSION #</b>	830-249-9343
<b>TIME NEEDED FOR PRESENTATION</b>	5 Minutes
<b>WORDING OF AGENDA ITEM</b>	Discussion and possible action concerning the State's policy on commercial driver licenses (CDL) and that policy's impact upon Kendall County's CDL policy.
<b>REASON FOR AGENDA ITEM</b>	Review of Kendall County's CDL policy.
<b>WHO WILL THIS AFFECT?</b>	County employees
<b>ADDITIONAL INFORMATION</b>	None