



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 7/11/2022
OPEN SESSION

SUBJECT	Commissioners Court Meeting Minutes
DEPARTMENT & PERSON MAKING REQUEST	County Clerk's Office Paula Pfeiffer, Deputy Clerk
PHONE # OR EXTENSION #	830-249-9343
TIME NEEDED FOR PRESENTATION	1 minute
WORDING OF AGENDA ITEM	Consideration and action on approval of the Minutes for June 27, 2022.
REASON FOR AGENDA ITEM	To approve the Minutes from the previous Commissioners Court meetings.
WHO WILL THIS AFFECT?	The public
ADDITIONAL INFORMATION	None



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 7/11/2022
OPEN SESSION

SUBJECT	Recognize the 4-H Members that attended the 4-H State Round Up and 2022 District 10 Horse Show
DEPARTMENT & PERSON MAKING REQUEST	AgriLife Extension - Stephen Zoeller
PHONE # OR EXTENSION #	830-331-8242
TIME NEEDED FOR PRESENTATION	15 minutes
WORDING OF AGENDA ITEM	Recognize the 4-H members accomplishments from State 4-H Round Up and District 10 4-H Horse Show.
REASON FOR AGENDA ITEM	Recognition
WHO WILL THIS AFFECT?	Countywide
ADDITIONAL INFORMATION	None

Competed in Victoria Texas June 4-5

Small Bore Rifle Shooting Contest:

Team #1 -

Hannah Dufrense
Brenna Green
Meredith Stuart

Team #2

Brady Kolle
Simon Metz
Jake Richardson

Agricultural Products ID:

Wyatt Klingaman - 13th High Individual
Lillian Rime - 49th High Individual
Carlee Seiter - 9th High Individual

Fashion Show:

Ayda Brown
Elizabeth McFarland
Madeline McFarland

Livestock Skillathon 2nd High Team:

Emma Zoeller - 2nd High Individual
Kelsey Pfeiffer - 13th High Individual
Brianna Thomason - 44 High Individual
Corrie Smith - 13th High Individual
Addison Pape - 36th High Individual

Photography Judging:

Keona Ellis - 3rd High Individual
Will Muck - 17th High Individual

Share the Fun:

Keona Ellis

Horse Judging - 4th High team:

Elizabeth McFarland - 14th High Individual
Lily Valentine - 20th High Individual
Taytum Moldenhauer - 51st High Individual

Livestock Judging - 12th High Team:

Emma Zoeller - 17th High Individual
Turner Matkin - 36th High Individual
Mason Smoot - 78th High Individual
Conner Womble - 80th high individual

Wool Judging:

Corrie Smith - 48th High Individual

Duds to Dazzle:

Keona Ellis
Emma Zoeller
Madeline McFarland

Hippology Team - 2nd place team:

Elizabeth McFarland - 1st High Individual
Lily Valentine - 11th High Individual
Taytum Moldenhauer - 19th High Individual
Corrie Smith - 22nd High Individual

Scholarship Winners of \$20,000:

Anna Beth Muck
Madeline McFarland

District 10 Horse Show:

Anna Beth Muck
Alexis Lindner
Samantha Doran



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 7/11/2022
OPEN SESSION

SUBJECT	Proclamation Declaring 2022 the Year of the 60's
DEPARTMENT & PERSON MAKING REQUEST	Robin Stauber, Kendall County Historical Commission Darrel L Lux County Judge
PHONE # OR EXTENSION #	830-249-9343
TIME NEEDED FOR PRESENTATION	2 Minutes
WORDING OF AGENDA ITEM	Consideration and action to proclaim the year 2022 in Kendall County as the year of the "sixties."
REASON FOR AGENDA ITEM	To proclaim and celebrate the 160 th Anniversary of the founding of Kendall County, the 160 th Anniversary (plus two) of the formation of the Boerne Village Band, and the 60 th Anniversary of the formation of the Kendall County Historical Commission.
WHO WILL THIS AFFECT?	The public
ADDITIONAL INFORMATION	None

Proclamation

WHEREAS, in December 1855, 172 settlers from Sisterdale, Comfort, Guadalupe & Sabine Settlements, Boerne, and Leon Springs petitioned the Legislature of Texas for the organization of a new county; and

WHEREAS, still not satisfied with the existing county arrangement, in December 1859, 96 settlers from Boerne and Sisterdale again petitioned the Legislature of Texas for the organization of a new county; and

WHEREAS, Kendall County, lying in the valley of the Guadalupe River in the "Hill Country" of Texas, was officially organized on January 10, 1862, consisting of 430,000 acres or 670 square miles of land that was created from parts of Blanco and Kerr Counties; and

WHEREAS, the Boerne Village Band, founded in 1860 by German immigrant Karl Diegner, is the oldest continuously performing German Band in the world outside of Germany; and

WHEREAS, the Kendall County Historical Commission (KCHC) was originally organized in 1962 as the Kendall County Historical Survey Committee; and

WHEREAS, the KCHC is charged with leading historic preservation and commemorating historic individuals, landmarks, events, and buildings with the Texas Historical Commission Marker program;

NOW, THEREFORE, I, Darrel L. Lux, Kendall County Judge, do hereby declare 2022 as the "summer of the 60s:"

160th Anniversary of the founding of Kendall County

160th Anniversary (plus two) of the formation of the Boerne Village Band

60th Anniversary of the formation of the Kendall County Historical Commission

I hereby urge all Kendall County citizens to celebrate with us the rich heritage and historical significance of our county and its vibrant cultural traditions.

Signed this the 11th day of July 2022.

Darrel L. Lux
Kendall County Judge



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 7/11/2022 OPEN SESSION	
SUBJECT	FY2022 Budget Amendments
DEPARTMENT & PERSON MAKING REQUEST	County Auditor's Office Corinna Speer, County Auditor
PHONE # OR EXTENSION #	830-249-9343 Ext. 240
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Consideration and action on the approval of amending the FY2022 budget through regular budget adjustments.
REASON FOR AGENDA ITEM	To correctly allocate funds needed in the budget.
IS THERE DOCUMENTATION	Yes Financial Transparency Link / County Auditor Web Page
WHO WILL THIS AFFECT?	Department budgets that needed an amendment
ADDITIONAL INFORMATION	None

TO: KENDALL COUNTY COMMISSIONERS COURT
FROM: COUNTY AUDITOR'S OFFICE
DATE: JULY 11, 2022

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

COUNTY AUDITOR:

10-495-53330	OPERATING	+	600
10-495-54010	ACCOUNTING/AUDITING	+	24,000
10-495-54260	MILEAGE	+	100
10-495-54270	CONFERENCE/TRAINING	+	1,000
10-495-54300	BIDDING & NOTICES	+	150
10-495-54810	DUES	+	90
10-409-52060	UNEMPLOYMENT INSURANCE	-	1,940
10-409-54010	ACCOUNTING/AUDITING	-	24,000

TAX ASSESSOR/COLLECTOR:

10-499-54260	MILEAGE	+	200
10-499-54270	CONFERENCE/TRAINING	-	200

COMFORT VFD:

10-546-53300	FUEL & OIL	+	1,500
10-546-53330	OPERATING	-	1,500

CONSTABLE, PCT. 4:

10-554-53300	FUEL & OIL	+	425
10-554-54270	CONFERENCE/TRAINING	-	425

EXTENSION SERVICE:

10-665-54930	4-H PROGRAMS	+	1,000
10-665-54920	HOME AGENT	-	1,000



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 7/11/2022 OPEN SESSION	
SUBJECT	Accounts Payable Claims
DEPARTMENT & PERSON MAKING REQUEST	Auditor's Office Corinna Speer, County Auditor
PHONE # OR EXTENSION #	830-249-9343 Ext. 240
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Consideration and action on the approval of accounts payable claims for purchases, services and vendors.
REASON FOR AGENDA ITEM	To pay current accounts payable claims.
IS THERE DOCUMENTATION	Yes Financial Transparency Link / County Auditor Web Page
WHO WILL THIS AFFECT?	Departments that have AP claims
ADDITIONAL INFORMATION	None



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 7/11/2022
OPEN SESSION

SUBJECT	Accept Donations
DEPARTMENT & PERSON MAKING REQUEST	County Auditor's Office Corinna Speer, County Auditor
PHONE # OR EXTENSION #	830-249-9343 Ext. 240
TIME NEEDED FOR PRESENTATION	2 Minutes
WORDING OF AGENDA ITEM	Consideration and action on accepting the list of donations on behalf of Kendall County as per Local Government Code 81.032.
REASON FOR AGENDA ITEM	Accept donations received in June 2022.
WHO WILL THIS AFFECT?	County Wide
ADDITIONAL INFORMATION	None

Kendall County, Texas
Donation List for Commissioners Court July 11, 2022.

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 June 1, 2022 to June 30, 2022.

Monetary Donations:

<u>Date</u>	<u>Amount</u>	<u>Received From</u>	<u>Description of Donation</u>	<u>Specific Department or Purpose</u>
06/08/22	\$ 100.00	Rob, Cathi Fly & Margaret Hestilow	Memorial for Fred Stahl	EMS
06/15/22	\$ 40.00	Sidney & Joyce Cravey	Memorial for Fred Stahl	EMS
06/15/22	\$ 40.00	Sandy Wornat	Cash	Animal Control
06/19/22	\$ 10.00	Lori Burklund	Cash	Animal Control
06/21/22	\$ 40.00	Susan Warder	Cash	Animal Control
06/22/22	\$ 35.00	Jon Thompson	Cash	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

COMMISSIONER COURT DATE: 7/11/2022

OPEN SESSION

SUBJECT	Cash Summary at Frost Bank May 2022
DEPARTMENT & PERSON MAKING REQUEST	Sheryl D'Spain Treasurer
PHONE # OR EXTENSION #	830-249-9343 ext 220
TIME NEEDED FOR PRESENTATION	2 minutes
WORDING OF AGENDA ITEM	Discuss and approve cash summary at Frost Bank May 2022
REASON FOR AGENDA ITEM	This report is made in compliance with the provisions of Chapter 114.026 of the Local Government Code, which requires regular reporting of financial transactions for the County funds to the Commissioners Court.
IS THERE DOCUMENTATION	Yes, the report is on the County website under departments, County Treasurer once it is approved by Commissioners Court.
WHO WILL THIS AFFECT?	Countywide
ADDITIONAL INFORMATION	None

KENDALL COUNTY SUMMARY OF CASH BALANCES AT FROST BANK
MONTH ENDING May 31, 2022

		Receipts (includes Journal Entries and Transfers In)	Disbursements (includes Journal Entries and Transfers Out)	
	Beg Balance			Ending Balance
10-General Fund	\$ (1,430,961.97)	\$ 4,105,268.74	\$ 2,426,019.13	\$ 248,287.64
11-Road & Bridge	\$ 4,023,502.25	\$ 110,236.54	\$ 3,208,006.29	\$ 925,732.50
13-Courthouse Security	\$ 67,252.08	\$ 4,619.57	\$ 995.96	\$ 70,875.69
15-Lateral Road & Bridge	\$ 65,040.01	\$ -	\$ 145.68	\$ 64,894.33
16-Court Reporter Service	\$ 27,901.18	\$ 1,751.81	\$ -	\$ 29,652.99
17-Attorney-Hot Check	\$ 37.61	\$ -	\$ -	\$ 37.61
19-Records Mgmt (County Clerk)	\$ 164,089.06	\$ 11,675.00	\$ 9,042.51	\$ 166,721.55
20-Law Library	\$ 81,349.95	\$ 2,310.00	\$ 1,222.62	\$ 82,437.33
21-Justice Court Technology	\$ 43,564.39	\$ 1,368.51	\$ -	\$ 44,932.90
22-Justice Court Building Security	\$ 38,143.82	\$ 31.38	\$ -	\$ 38,175.20
23-County & District Technology	\$ 22,466.81	\$ 216.68	\$ -	\$ 22,683.49
24-Alternative Dispute Resolution	\$ -	\$ 1,165.00	\$ -	\$ 1,165.00
25-District Clerk Records Mgmt	\$ 21,635.57	\$ 1,367.67	\$ -	\$ 23,003.24
26-County Clerk Rec. Archive Fund	\$ 275,491.61	\$ 11,500.00	\$ 187.59	\$ 286,804.02
27-Vital Statistics Records	\$ 571.10	\$ 50.00	\$ -	\$ 621.10
28-Pre-Trial Intervention	\$ 11,195.47	\$ 429.00	\$ -	\$ 11,624.47
29-LEOSE Training	\$ 56,387.04	\$ -	\$ 699.57	\$ 55,687.47
30-County Jury Fund	\$ 2,751.59	\$ 520.95	\$ -	\$ 3,272.54
31-County Records Mgmt & Pres Fund	\$ 5,725.00	\$ 2,090.00	\$ -	\$ 7,815.00
32-Appellate Judicial System Fund	\$ 970.00	\$ 330.00	\$ -	\$ 1,300.00
33-Juv Probation-State Grant	\$ 68,151.28	\$ 18,098.00	\$ 18,343.63	\$ 67,905.65
34-Juv Probation Title IV E	\$ 2,336.47	\$ -	\$ 81.18	\$ 2,255.29
36-Local Truancy Prev & Diversion	\$ 36,260.27	\$ 1,540.22	\$ -	\$ 37,800.49
37-Court-Initiated Guardianship Fund	\$ 1,830.00	\$ 660.00	\$ -	\$ 2,490.00
41-MVDIT Interest	\$ 27,096.40	\$ 4.17	\$ 804.82	\$ 26,295.75
42-Election Services Contract Fund	\$ 25,967.54	\$ -	\$ -	\$ 25,967.54
43-Fire Inspection & Permit Fund	\$ 53,058.03	\$ 5,326.00	\$ 7,689.94	\$ 50,694.09
50-Crime Victims Grant	\$ (70,916.71)	\$ 41,715.24	\$ 12,151.32	\$ (41,352.79)
51-VAWA Grant	\$ (53,430.92)	\$ 22,413.44	\$ 9,739.53	\$ (40,757.01)
55-Coronavirus Local Fisc Recvy Fund	\$ -	\$ -	\$ -	\$ -
80-Tobacco Settlement	\$ 72,889.54	\$ -	\$ 1,988.90	\$ 70,900.64
81-Historical Commission	\$ 12,162.22	\$ -	\$ -	\$ 12,162.22
82-County Donations	\$ 118,319.16	\$ 648.00	\$ 14,066.46	\$ 104,900.70
84-Abandoned Vehicles	\$ 4,522.75	\$ -	\$ -	\$ 4,522.75
89-Bond Forfeiture Commission	\$ 30,727.36	\$ 640.94	\$ -	\$ 31,368.30
93-Texas State Fees	\$ 205,409.33	\$ 57,555.75	\$ 590.00	\$ 262,375.08
CASH BALANCES	\$ 4,011,495.29	\$ 4,403,532.61	\$ 5,711,775.13	\$ 2,703,252.77

KENDALL COUNTY SUMMARY OF CASH BALANCES AT FROST BANK
MONTH ENDING May 31, 2022

Funds	Beg Balance	Receipts (includes Journal Entries and Transfers In)	Disbursements (includes Journal Entries and Transfers Out)	Ending Balance
62-Series 2007 Lim. Tax Gen	\$ 16,681.74	\$ 0.14	\$ -	\$ 16,681.88
63-Series 2013 UnLimited Tax Road Bond	\$ 126,238.46	\$ 19,684.07	\$ -	\$ 145,922.53
64-Series 2014 Limited Tax Refunding	\$ -	\$ -	\$ -	\$ -
65-Series 2016 Limited Tax Gen.Oblig.Bond	\$ 345,975.76	\$ 2,167.57	\$ -	\$ 348,143.33
72-Law Enforcement Center Project	\$ -	\$ -	\$ -	\$ -
85-Local S.O. Forfeiture	\$ 23,946.81	\$ 0.18	\$ -	\$ 23,946.99
87-Federal S.O. Forfeiture	\$ 48,705.33	\$ 3.06	\$ 18.46	\$ 48,689.93
88-CDA Asset Forfeiture	\$ 64,843.80	\$ 8,206.51	\$ -	\$ 73,050.31
90-Trust Account	\$ 4,050,101.87	\$ 34.40	\$ -	\$ 4,050,136.27
96-Public Grants	\$ (3,260.15)	\$ 3,341.00	\$ 2,620.90	\$ (2,540.05)
CASH BALANCES	\$ 4,673,233.62	\$ 33,436.93	\$ 2,639.36	\$ 4,704,031.19

Cash Summary report prepared by the Treasurer

Adrian

Date:

7/1/22

Cash summary Report examined and approved by the Auditor's office

Corinna Speer

Date:

7/1/22



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 7/11/2022 OPEN SESSION	
SUBJECT	Burn Ban
DEPARTMENT & PERSON MAKING REQUEST	Darrel L. Lux, County Judge Jeffery Fincke, Fire Marshal
PHONE # OR EXTENSION #	830-249-9343
TIME NEEDED FOR PRESENTATION	3 minutes
WORDING OF AGENDA ITEM	Consideration and action on the burn ban (Authority Section 352.081, Local Government Code)
REASON FOR AGENDA ITEM	To determine whether or not there is a need for a ban on burning
WHO WILL THIS AFFECT?	Countywide
ADDITIONAL INFORMATION	BURN BAN was continued June 27, 2022 by a Commissioners Court order which will expire on Sunday, September 25, 2022.



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 7/11/2022 OPEN SESSION	
SUBJECT	Public Hearing - Gemini Oaks Subdivision Unit 2, Lot 7A (216 Savannah Jon Blvd)
DEPARTMENT & PERSON MAKING REQUEST	Development Engineer - Epifanio Ruiz
PHONE # OR EXTENSION #	830-249-9343 ext 253
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	(9:15 a.m.) Public Hearing on the application filed by Jeff and Stephanie Sommers for the proposed revision of the subdivision plat for Lot 7A, Gemini Oaks Subdivision, Unit 2, Kendall County, Texas recorded in Volume 6, Page 286, Kendall County Plat Records. The proposed plat revision would create two lots consisting of approximately 6 acres and 6.5 acres out of a 12.555 acre lot.
REASON FOR AGENDA ITEM	Public Hearing - Gemini Oaks Subdivision Unit 2, Lot 7A (216 Savannah Jon Blvd)
WHO WILL THIS AFFECT?	Pct 2
ADDITIONAL INFORMATION	Public notice for the public hearing was published in the Hill Country Weekly on June 23, 2022.

Classifieds

HELP WANTED

DQ
R & S Dairy Queens, Inc.
NOW HIRING
Managers in Training,
Assistant Managers,
Day and Night crews.
Send resume to careers@brandsdq.com,
call 830-606-2063, or apply at any
local R&S Dairy Queens, Inc. store

GO ONLINE TO READ

Hill Country
WEEKLY
hillcountryweekly.com



NOW HIRING

The City of Boerne is looking for the best employees to join our team. With strong values of service, excellence, integrity, respect and collaboration we offer competitive pay, excellent benefits and flexible schedules. Check out our current job openings:

cityofboernetx.applytojob.com/apply

**Equipment Operators,
Laborers, CDL Drivers,
Operators Needed**
Hazmat & Tanker preferred.
Health Insurance and other
benefits. Per diem paid. EOE
830-833-4547



Board members, from left, are Lella Brown, Elizabeth Atkinson and Dionne Seal in their Hawaiian shirts.

Comfort Ladies support Miss Comfort Court Scholarship

On Saturday, June 11, 2022, Garry and Janis Schwab of Kountry Kurl Salon hosted a Ladies Luau Luncheon at Immanuel Lutheran Church for the benefit of Miss Comfort Court Scholarship Program.

Their goal was to raise enough funds to purchase a trailer that would later be turned into the new float.

With the generosity of The Comfort Chamber of Commerce and the entire Comfort Community, they far exceeded their goal. The Comfort Chamber of Commerce donated the trailer. Over \$3,000 in donations came in which will be used for the construction of the new float.

All funds that remain will be used for operating costs and scholarship funds for the 2022-2023 Court members.

The board members of Miss Comfort Court Scholarship Program would like to extend their gratitude to Garry and Janis Schwab, The Comfort Chamber of Commerce, Immanuel Lutheran Church and the entire Comfort Community.

Without this great community coming together, this opportunity would no longer be possible for the amazing young ladies of Comfort.

For more information, visit us on Facebook at Miss Comfort Court Scholarship Program. To contact us, please email mccscholarshipprogram@gmail.com.

Donations can be mailed to PO Box 1344, Comfort, TX 78013. As a non-profit 501(c)(3) organization, donations to the Miss Comfort Court Scholarship Program are tax-exempt.

LEGAL NOTICES

Pursuant to the provisions of Section 232.0095, 212.014 and 212.015, Local Government Code of the State of Texas, and Kendall County Development Rules & Regulations, the Commissioners Court (the Court) of Kendall County, Texas provides notice of an application filed by the owner, Jeff and Stephanie Sommers, for the proposed revision of the subdivision plat for Gemini Oaks Lot 7A Unit 2 (216 Savannah Jon Blvd), Kendall County, Texas recorded in Volume 6, Page 286 Kendall County Plat Records. The application will be considered by the Court and the Court will receive comments from interested parties regarding the proposed revision of the plat at its regular meeting to be held July 11, 2022, at 9:15am at the Kendall County Courthouse, 201 East San Antonio Ave, 3rd Floor Boerne, Texas.

CONTACT INFORMATION:

Mary Ellen Schulle
830-331-8252
830-249-6206 Fax

REQUEST FOR QUALIFICATION

The City of Boerne is seeking sealed proposals for: **COMMERCIAL REAL ESTATE BROKERAGE SERVICES**

All bids must be clearly marked:
"RFQ 0522-1"
and should be addressed to:

CITY OF BOERNE
ATTN: OLIVER MUELLER
447 N. MAIN STREET, ROOM 121
BOERNE, TX 78006

Proposals will be accepted until:
July 1, 2022, 2:00 PM CST

Proposal specifications may be obtained online at

<http://www.ci.boerne.tx.us> at the
"Doing Business/Bids RFP RFP" link,
or by email to omueller@ci.boerne.tx.us

The City reserves the right to reject any or all bids.

Focus On The Family

Mother concerned that she's not making a difference - by Jim Daly

Q: I'm doing my best as a mom, but some days I just don't think I'm making any difference. I often feel completely frazzled and out of energy. What more can I do???

Dr. Danny Huerta, Vice President, Parenting & Youth: Many mothers express the same sentiments. It's important to determine what is creating the frazzled feeling. Is it the schedule, demands, chaos ... maybe your kids are struggling? Moms have these feelings for many reasons, but change starts with recognizing what you can and cannot control.

It may seem like you

This column
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Leon Springs (210) 698-8100
Member FDIC

don't have time for the "luxury" of self-care, but it's absolutely vital for you and your family. As you care for yourself, consider these five things:

What takes life out of you? Reflect honestly about what drains you. Are there current or past issues that may

be skewing your self-perception as a mom? (Important: Don't spend time comparing yourself to other moms.)

What brings life to you? Make a list of things that renew you emotionally, mentally, physically, spiritually and relationally. Try to incorporate those into your life regularly.

How do you give life to those around you? Your kids love your laughter, smile and playfulness, on top of your guidance and correction. Like no one else, moms can make a house feel like a home.

What gets in the way of you being the best mom you can be? Moms

can get very busy, tired and stressed. Take some time to consider what you should say "yes" to and what you need to say "no" to. Set boundaries for yourself as well as your children.

Take time to be grateful and enjoy your amazing role as a mom. Kids are loving and resilient (and forgiving). They don't need a perfect mom. They just need one who loves her role and is fully engaged in her home.

Jim Daly is a husband and father, an author, and president of Focus on the Family and host of the Focus on the Family radio program. Catch up with him at www.jimdalyblog.com or at www.facebook.com/DailyFocus.

Kyle Stanbro elected new American Legion post commander

Retired Air Force Master Sergeant Kyle Stanbro has been named the Commander of the American Legion Captain Mark "Tyler" Voss Post 313 in Boerne.

Stanbro, a Fair Oaks Ranch resident since 2018, assumed the leadership role on June 1, succeeding Don Gray, who served as Commander the past two years.

Stanbro served in the military from 1984-2004 and was a member of the elite USAF Combat Controller team, the Air Force's version of the challenging special forces operations. His father, Ken, and son, Kody, both members of Post 313, also served in the USAF.

Kyle's wife Tracey is a member of the American Legion's Auxiliary Unit 313.

The American Legion was created after



Kyle Stanbro (right) stands with his father, Ken, at the recent Memorial Day ceremony in Veterans Park. Kyle assumed the Commander leadership role on June 1.

WWI as a patriotic association by an act

of Congress in 1919. It is the nation's largest

veterans service organization, and strives to promote a better understanding of the principles of democracy and a higher appreciation of the benefits of American citizenship.

The Boerne Post, the closest to Fair Oaks Ranch, was formed in May 2019 with 20 charter members, and now boasts some 135 veterans in its ranks.

The post is named after Captain Voss, a 2004 graduate of Boerne High School and 2008 graduate of the Air Force Academy, who died tragically in a KC-135 tanker accident in 2013 in support of Operation Enduring Freedom in Afghanistan.

For more information about the Boerne American Legion, log on to its website at: <https://www.boerneamlegion.org>.

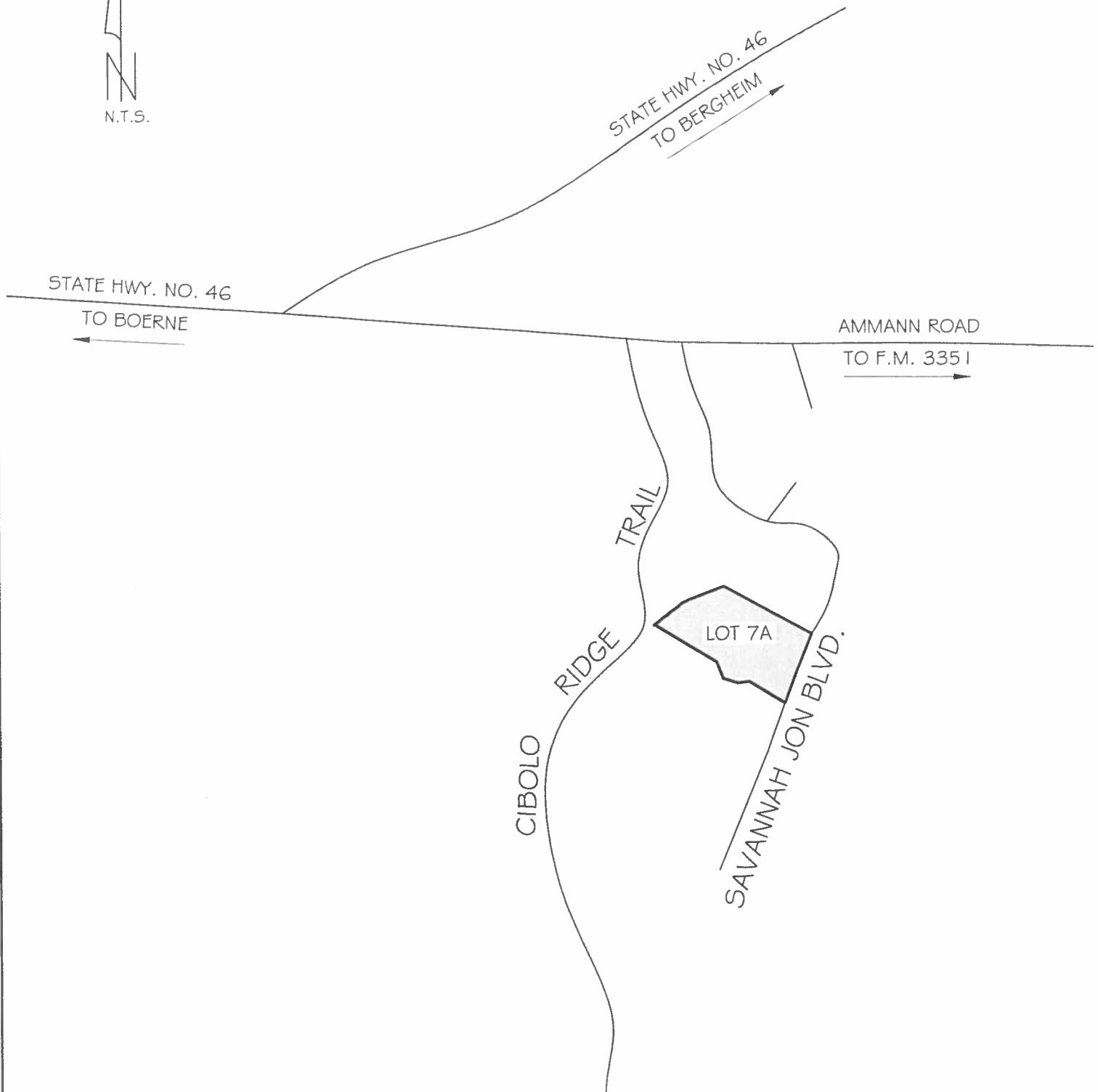
Business Directory

AIR CONDITIONING

PROPANE

ROOFING

PLAT REVISION - GEMINI OAKS SUBD., UNIT 2
LOCATION MAP



PFEIFFER LAND SURVEYING
918 ADLER STREET
BOERNE, TX 78006
830-249-3385



FIRM NO. 10193761



PLAT REVISION - GEMINI OAKS SUBD., UNIT 2 EXISTING



SCALE: 1" = 200'

Steve A. Hampton & Susan B. Hampton
Tract 1 - 12.73 Ac.
Vol. 563, Pg. 338
Kendall Co. Official Records

GEMINI OAKS SUBD.
UNIT 1
VOL. 2, PG. 242
PLAT RECORDS

LOT 4

LOT 5

LOT 6

LOT 7A
12.555 AC.

100'
S.C.E.
WELL NO.
W2255

METAL & ROCK
BLDG.

GRAVEL
DRIVE

ASPHALT
DRIVE

TWO STORY
ROCK & WOOD
FRAME HOUSE
W / CARPORT

LOT 8A-1

8
P.V.C WATER
STORAGE TANKS
W / PUMP

SAVANNAH JON BLVD.
50' R.O.W.
VOL. 2, PGS. 242 - 243
PLAT RECORDS

PFEIFFER LAND SURVEYING
918 ADLER STREET
BOERNE, TX 78006
830-249-3385



FIRM NO. 10193761



PLAT REVISION - GEMINI OAKS SUBD., UNIT 2
PROPOSED



SCALE: 1" = 200'

Steve A. Hampton & Susan B. Hampton
Tract 1 - 12.73 Ac.
Vol. 563, Pg. 338
Kendall Co. Official Records

GEMINI OAKS SUBD.
UNIT 1
VOL. 2, PG. 242
PLAT RECORDS

LOT 4

LOT 5

LOT 6

LOT 7A-2
6.058 ACRES

LOT 7A-1
6.497 ACRES

LOT 8A-1

W

100'
S.C.E.
WELL NO.
W2255

METAL & ROCK
BLDG.

GRAVEL
DRIVE

ASPHALT
DRIVE

TWO STORY
ROCK & WOOD
FRAME HOUSE
W / CARPORT

P.V.C WATER
STORAGE TANKS
W / PUMP

SAVANNAH JON BLVD.
50' R.O.W.
VOL. 2, PGS. 242 - 243
PLAT RECORDS

250.00'

317.02'

PFEIFFER LAND SURVEYING
918 ADLER STREET
BOERNE, TX 78006
830-249-3385



FIRM NO. 10193761





KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 7/11/2022
OPEN SESSION

SUBJECT	Commissioners Court shall consider the feasibility of creating Emergency Services District # 1 in Kendall County.
DEPARTMENT & PERSON MAKING REQUEST	Darrel L. Lux, County Judge Bill Ballard, General Counsel
PHONE # OR EXTENSION #	830-249-9343
TIME NEEDED FOR PRESENTATION	5 minutes
WORDING OF AGENDA ITEM	Consideration and action on the granting of a petition to create Emergency Services District (ESD) No. 1 in Kendall County in accordance with Texas Health and Safety code 775.017.
REASON FOR AGENDA ITEM	Petitioners have filed a petition to create ESD #1. A public hearing has taken place and the commissioners must consider the granting of the petition.
WHO WILL THIS AFFECT?	Kendall County
ADDITIONAL INFORMATION	If after the hearing the commissioners court finds that creation of the district is feasible and will promote the public safety, welfare, health, and convenience of persons residing in the proposed district, the commissioners court shall grant the petition, fix the district's boundaries, and impose any conditions negotiated under Section 775.014(h).



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 7/11/2022 OPEN SESSION	
SUBJECT	Commissioners court shall order an election to confirm the granting of the petition creating Emergency Services District #1 ("ESD#1")
DEPARTMENT & PERSON MAKING REQUEST	Darrel L. Lux, County Judge Bill Ballard, General Counsel
PHONE # OR EXTENSION #	830-249-9343
TIME NEEDED FOR PRESENTATION	5 minutes
WORDING OF AGENDA ITEM	Consideration and action to set an election to confirm the creation of Emergency Service District (ESD) No. 1 ESD and authorize the imposition of a tax not to exceed the rate allowed by Section 48-e, Article III, Texas Constitution.
REASON FOR AGENDA ITEM	A previous agenda item granted the petition to create ESD #1. This item is required by statute to order an election to confirm the granting of the petition.
WHO WILL THIS AFFECT?	Kendall County
ADDITIONAL INFORMATION	<p>On the granting of a petition, the commissioners court shall order an election to confirm the district's creation and authorize the imposition of a tax not to exceed the rate allowed by Section 48-e, Article III, Texas Constitution. Any conditions negotiated under Section 775.014(h) must be included on the ballot.</p> <p>(d) Subject to Section 4.003, Election Code, the notice of the election shall be given in the same manner as the notice of the petition hearing.</p> <p>(e) The election shall be held on the first authorized uniform election date prescribed by the Election Code that allows sufficient time to comply with other requirements of law.</p>



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 7/11/2022
OPEN SESSION

SUBJECT	Contract for rental of brush grinding equipment.
DEPARTMENT & PERSON MAKING REQUEST	County Engineer - Richard Tobolka
PHONE # OR EXTENSION #	830-249-9343 Ext. 250
TIME NEEDED FOR PRESENTATION	5 Minutes
WORDING OF AGENDA ITEM	Discussion, consideration, and action executing a contract for rental of brush grinding equipment supporting the Kendall County Brush Site operation.
REASON FOR AGENDA ITEM	Contract for rental of brush grinding equipment.
WHO WILL THIS AFFECT?	Countywide
ADDITIONAL INFORMATION	The Kendall County Brush Site is approaching maximum storage capacity. Commissioners Court approved the purchase of a Bandit grinder which is scheduled for delivery in late September or early October of 2022. Kendall County is controlling the volume of incoming brush by limiting accepting material from residential customers only. In order to maintain operation of the Brush Site prior to delivery of the Bandit grinder renting brush grinding equipment will provide an interim solution. The proposed expenditure for renting brush grinding equipment is not budgeted.

**Vermeer Texas-Louisiana**

16593 Interstate 35 N

Selma, TX 78154

Ph: (210) 337-7700

vermeertexas.com

Please remit to:

Vermeer Texas-Louisiana

Dept # 41351 • PO Box 650823

Dallas, TX 75265-0823

Ship To: IN STORE PICKUP**Invoice To:** KENDALL COUNTY
201 E SAN ANTONIO
BOERNE TX 78006

Branch 02 - SELMA		
Date 07/05/2022	Time 13:05:18 (O)	Page 1
Account No KENDA003	Phone No 8302499343	Contract No
Ship Via		Purchase Order
Tax ID No		
		Salesperson 151 / 294

RENTAL CONTRACT

Description	R E S E R V A T I O N # 000724	Amount
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Rental Delivery is price to AND from

VE HG6800TX	HG6800TX HORIZONTAL	1 WEEK	16700.00
Stock #: 1054535	Serial #: 1VRK4804JN1001034		
Date Out: 07/11/2022 07:08			

Part #: WEAR	WEAR CHARGE	1 WEEK	1670.00
Date Out: 07/11/2022 07:08		1 PIECE	

Miscellaneous Charges/Credits

RENTAL DELIVERY	Qty: 1	Price: 3000.00	3000.00
		Damage Waiver:	2338.00
		Subtotal:	23708.00
		RENTAL SALE (CHARGED:	23708.00

LESSEE AGREES THAT THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF ARE A PART OF THIS AGREEMENT AND ARE THOROUGHLY UNDERSTOOD.

X

Signature

Printed Name

Date

TERMS AND CONDITIONS

1. RENTAL PERIOD. The rental period shall begin on and include the date of delivery to LESSEE, and shall end on and include the date of return to LESSOR'S business location designated herein. The rental period shall be the approximate rental period shown on the face hereof and if LESSEE retains the Equipment after the expiration of said period, this Agreement shall be deemed to be extended at the same rental rate (on the prorated portion thereof) and under the same terms until the Equipment is returned to LESSOR. At any time after expiration of the original period LESSEE agrees to return the Equipment to LESSOR within twenty-four (24) hours after notice from LESSOR.

The minimum rental period is one (1) day. The weekly rate applies if the Equipment is out at least three (3) full days. The monthly rate applies if the Equipment is out at least twenty-eight (28) days. No allowance will be made for Sunday, holidays, time in transit, or any period of time Equipment may not be in actual use while in LESSEE'S possession, except as provided in Sections 5 and 8.

2. PAYMENTS. All payments hereunder are due upon receipt of invoice. All payments are payable at LESSOR'S place of business in Irving, Dallas County, Texas. Rates do not include sales, use, or occupational taxes; these amounts will be added where incurred by law. LESSEE shall be liable for and shall reimburse LESSOR for amounts equal to any sales, use, license, or registration fees, charges, fines, or taxes levied or based upon the rentals, or the equipment, or the use or operation thereof.

3. OVERTIME RATES. LESSEE agrees that the rates provided for in this Agreement are considered straight time rates, based on not more than eight (8) hours per day, forty (40) hours per week, or one hundred and sixty (160) hours per month. Should the Equipment be used in excess of the above specified hours in any specific period, the overtime rate shall be based as follows:

*1/8 of daily rate for each hour worked in excess of (8) hours in any one day;

*1/40 of weekly rate for each hour worked in excess of (40) hours in any one week;

*1/160 of monthly rate for each hour worked in excess of (160) hours in any one month.

4. WARRANTY. LESSOR IS NOT THE MANUFACTURER OF THE EQUIPMENT, AND MAKES NO WARRANTY, EXPRESSED OR IMPLIED, REGARDING THE FITNESS FOR A PARTICULAR PURPOSE, THE MERCHANTABILITY, DESIGN, CONDITION, CAPACITY, PERFORMANCE OR ANY OTHER ASPECT OF THE EQUIPMENT OR ITS MATERIAL OR WORKMANSHIP. LESSOR further disclaims any liability for loss, damage, or injury to lessee or third parties as a result of any defects, latent or otherwise, in the Equipment whether arising from LESSOR'S negligence or application of the laws of strict liability. As to LESSOR, LESSEE leases the Equipment "AS IS" on an all faults basis.

5. SAFETY CERTIFICATION. LESSEE, by signing this Agreement, certifies that it has been instructed as to the proper and safe operation of the Equipment, as well as the safety features and purposes for which the Equipment was designed. LESSEE further certifies that upon delivery it will verify that all applicable safety mechanisms of the Equipment are installed and operational, and will immediately report any problems with such safety mechanisms to LESSOR for repair. Further, LESSEE agrees that it will not use or operate any Equipment whose safety mechanisms are not in full working order.

* Printed manufacturer operating instructions for the Equipment were given to LESSEE and reviewed with LESSEE by LESSOR.

6. DELIVERY CONDITION. LESSOR shall use reasonable care to see that the Equipment is in proper working condition before delivery to LESSEE. If LESSEE so requests, the Equipment will be operated in LESSEE'S presence at a time and place designated by LESSOR prior to delivery to LESSEE. If the Equipment is shipped to LESSEE and arrives in damaged condition, LESSEE shall note such damage on the bill-of-lading or any other receipt requested by the transporter and shall immediately notify LESSOR. The acceptance by LESSEE of the Equipment shall constitute an acknowledgment that the Equipment has been received undamaged, in good repair and operating condition, except to the extent noted by LESSEE on the bill-of-lading or other delivery receipt.

7. RETURN OF EQUIPMENT. LESSEE agrees to return to LESSOR at LESSOR'S place of business, transportation costs prepaid, all Equipment leased hereunder, at the expiration of the Rental Term or earlier termination of this Lease. All Equipment will be returned in the same operating condition, order, repair, and appearance as when delivered to LESSEE, save ordinary wear and tear as provided by this Agreement, and free of all liens and encumbrances. LESSEE shall incur a refueling charge unless the equipment is returned to LESSOR with all fluid levels full. LESSEE shall be billed for time spent by LESSOR on clean-up of returned equipment.

8. CARE, MAINTENANCE, AND REPAIR. LESSEE agrees: to care for the Equipment properly; to use it within its rated capacity; to restrict its use to LESSEE'S AUTHORIZED PERSONNEL; to prohibit anyone other than LESSOR'S AUTHORIZED PERSONNEL to repair, modify, or adjust the Equipment; to and to notify LESSOR immediately of accidents, disabilities, failures, or like information concerning the Equipment. LESSEE further agrees to be responsible for and to pay for all normal needs of the Equipment, including: supplying fuel, oil, grease, and water; checking daily the Equipment's general condition, including tires, oil levels, cooling system, water, and batteries; recharging batteries; and performing other routine preventative maintenance as set forth in the Machine Operator's Manual for the Equipment. LESSEE agrees to pay for all damages to the Equipment resulting from any and all causes other than normal wear and tear, including excess wear on such items as cutting edges, tires, etc.

LESSOR will provide warranty service throughout the agreed warranty period, as well as such other service necessary to keep the Equipment in proper working condition, and LESSEE agrees to make it available for servicing by LESSOR at reasonable times during LESSOR'S business hours. If LESSEE requires service at times other than LESSOR'S business hours, LESSEE agrees to pay the difference between LESSOR'S straight time and overtime rates for mechanic's time, LESSOR will NOT reimburse LESSEE for service work performed by LESSEE or any other party, and LESSEE shall be liable to LESSOR for any damage caused by work performed other than by LESSOR'S AUTHORIZED PERSONNEL.

In the event the Equipment becomes inoperable for reasons other than accident, improper use, or failure of LESSEE to comply with its obligations hereunder, no rental shall be charged for the period of time between actual notice to LESSOR of the inoperable condition of the Equipment and the time when it is returned to service. LESSOR shall not be obligated to furnish substitute Equipment nor shall be liable for down time or special or consequential damages of any nature whatsoever suffered by any party.

9. INSURANCE. LESSEE at its sole expense shall procure and keep insurance on the Equipment as follows: (i) property insurance for all risk of loss or damage from every cause whatsoever for not less than the full replacement value of the Equipment; (ii) commercial general/public liability and property damage insurance covering the Equipment, its use and storage in an amount not less than \$1,000,000 for each occurrence. (iii) automobile liability with a combined single limit of \$1,000,000. All such insurance shall be issued by an insurance carrier(s) satisfactory to LESSOR and shall name LESSOR as loss payee and additional insured, respectively. Such insurance shall provide a minimum of 30 days' advance written notice to Lessor of any cancellation, change or modification in the insurance. A loss payable insurance binder may be provided to LESSOR; provided however, LESSEE shall provide LESSOR with a duplicate of the original policy evidencing such insurance as required herein. All insurance proceeds shall be paid to LESSOR and LESSOR at its sole option may apply such proceeds toward the replacement, restoration or repair of equipment, or toward payment of the obligations of LESSEE hereunder. LESSEE appoints LESSOR as its attorney-in-fact to make a claim for, receive payment of, and execute and endorse all documents, checks or drafts for loss or damage under any such insurance policies. At LESSEE'S option, property insurance may be obtained through LESSOR for a fee.

10. PURCHASE OPTION. LESSEE may be granted an option to purchase the Equipment leased hereunder. Payments previously received may qualify to be applied to purchase price. This lease must be in good standing before option can be exercised. Option is not transferrable. Any such option shall not be deemed exercised until LESSEE'S written notification to that effect is received by LESSOR and approved.

UNLESS OPTION IS EXERCISED AND TITLE IS TRANSFERRED TO LESSEE THROUGH SALE, TITLE TO ALL EQUIPMENT SHALL REMAIN VESTED IN LESSOR AT ALL TIMES. LESSEE SHALL GIVE LESSOR IMMEDIATE NOTICE OF ANY LEVY ATTEMPTED ON SAID EQUIPMENT, OR IF SAID EQUIPMENT BECOMES LIABLE TO SEIZURE FOR ANY REASON. LESSEE SHALL INDEMNIFY LESSOR AGAINST ALL LOSS AND DAMAGE CAUSED BY SUCH ACTION.

11. TRANSPORTATION. All Equipment is F.O.B. LESSOR'S yard. LESSEE is responsible for notifying LESSOR when Equipment is to be transported. If transportation is provided by LESSOR, a charge will apply.

12. AUTHORIZED USE. LESSEE agrees to comply with and conform to all municipal, state, and federal laws relating to said Equipment and its use or operation, and to pay any and all costs and expenses of every character occasioned by or involving the use or operation of said Equipment, unless specifically reserved to be paid by LESSOR hereunder.

LESSEE further agrees; that said Equipment Shall not be used for any unlawful purpose; that said Equipment shall be used solely in the conduct of LESSEE'S business, within LESSEE'S possession, and under LESSEE'S control; that said Equipment shall be used solely by LESSEE'S AUTHORIZED PERSONNEL; that said Equipment shall be used only for its intended purposes and shall not be used beyond its normal capacity; and that when not in use, said Equipment shall be kept in a protected area.

LESSEE agrees, whensoever requested by LESSOR, to give the exact location of the Equipment covered by this Lease, and LESSOR and the manufacturer of the Equipment shall have the privilege at all times of entering any shop, building, or location where the Equipment is being used for the purpose of inspection. LESSOR shall have the right of removing the Equipment on twenty-four (24) hours' notice and terminating this Lease if the Equipment is being overloaded or taxed beyond its capacity, or in any manner abused or neglected.

13. INDEMNITY. LESSEE shall indemnify and hold LESSOR and manufacturer harmless from any and all liability, loss, damage, expense, causes of action, suits, claims or judgments arising from injury to person or property resulting from or based upon the actual or alleged use, storage, operation, delivery or transportation of any or all of the Equipment.

14. ASSIGNMENT. LESSEE shall not assign this Lease or sublet the Equipment LESSEE agrees that LESSOR may assign this lease, and all right, title, and interest of LESSOR in and to the Equipment, and all payments due or to become due to LESSOR hereunder. LESSEE agrees to honor any such assignment in accordance with its terms upon receipt of written notice thereof. LESSEE'S obligation to pay rent or other charges or fees under this Lease shall not, as to any such assignee, be subject to any diminution or right of set-off, counterclaim, or recoupment whatsoever arising out of any breach of any obligation of LESSOR hereunder or by any reason of any other liability at any time owing by LESSOR to LESSEE.

The undersigned authorizes Vermeer Texas-Louisiana to file UCC-1's (Financing Statements) and UCC-3's (Continuation Statements).

15. DEFAULT. LESSEE shall be considered in default of this Lease if LESSEE: shall fail to make any rental or other payment hereunder when due; shall fail to comply with any other provision of this Lease; shall attempt to sell or encumber any interest in the Equipment; shall cease doing business as a going concern; shall become subject to any state or federal insolvency, bankruptcy, receivership, trusteeship, or similar proceeding; or shall make, or attempt to make, an assignment, including one for the benefit of creditors; or if any attachment, execution, writ, etc., or other process is levied against the Equipment or any of LESSEE'S property; or if for any reason LESSOR deems itself unsafe. The foregoing shall be considered "Default Events."

If LESSEE is considered to be in default hereunder, LESSOR may immediately and without notice declare the entire balance of the sums owed due and payable together with all expenses of collection by suit or otherwise, including reasonable attorney's fees. Moreover, if any of the above Default Events shall occur, LESSEE agrees to surrender possession of the Equipment on demand, and LESSOR may enter upon LESSEE'S premises to the full extent allowed by law and take possession thereof. LESSEE shall additionally be liable for all expenses incurred by LESSOR repossessing the Equipment, including reasonable attorneys' fees.

16. GENERAL. Time is of the essence of this Lease. LESSOR'S failure at any time to require strict performance by LESSEE of any of the provisions of this Lease shall not waive or diminish LESSOR'S right thereafter to demand strict compliance therewith or with any other provisions.

Waiver of any default shall not waive any other default.

The remedies in this Lease provided in favor of LESSOR shall be available to its successors and assigns and shall not be deemed exclusive, but shall be cumulative, and shall be in addition to all other remedies in its or their favor existing at law or in equity.

Any notice hereunder shall be deemed sufficiently given if in writing it is delivered to the applicable party personally, or sent by mail addressed to the party at the address set forth upon the reverse side hereof.

For purposes of this Agreement, LESSEE'S AUTHORIZED PERSONNEL shall be any of LESSEE'S employees, officers, or agents whose use of the Equipment is pre-approved by LESSOR, in LESSOR'S sole discretion.

If any portion of this Agreement, or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent of the law.

LESSOR and LESSEE agree that this Agreement shall be governed by, and shall be construed and enforced in accordance with the laws of the State of Texas, without regard to conflicts of laws principles. LESSOR and LESSEE hereby consent to the jurisdiction of any state or federal court located within Dallas County, Texas, and irrevocably agree that all actions or proceedings arising out of or relating to this Agreement shall be litigated in such courts. LESSOR and LESSEE hereby accept the nonexclusive jurisdiction of the aforesaid courts and waive any defense of forum non conveniens and irrevocably agree to be bound by any judgment rendered thereby in connection with this Agreement.

This Agreement embodies the entire agreement and understanding between the parties, supersedes all prior negotiations, agreements, and understandings between the parties, and all such prior agreements are hereby terminated. No alteration or modification of this Lease is valid unless in writing and signed by the parties hereto. LESSEE acknowledges receipt of a signed copy hereof.

17. REGULATIONS. Lessee will at Lessee's expense, comply with all local, state and federal laws and regulations affecting equipment and its use, operation, erection, dismantling and transportation, including all federal and local Department of Transportation regulations, licensing and building code requirements and shall defend, indemnify and hold harmless lessor from all loss, liability or expense resulting from actual or asserted violations of such laws, requirements or regulations.

**Vermeer Texas-Louisiana**

16593 Interstate 35 N

Selma, TX 78154

Ph: (210) 337-7700

vermeertexas.com

Please remit to:

Vermeer Texas-Louisiana

Dept # 41351 • PO Box 650823

Dallas, TX 75265-0823

Ship To: IN STORE PICKUP**Invoice To:** KENDALL COUNTY
201 E SAN ANTONIO
BOERNE TX 78006

Branch 02 - SELMA		
Date 07/05/2022	Time 13:06:14 (O)	Page 1
Account No KENDA003	Phone No 8302499343	Contract No
Ship Via		Purchase Order
Tax ID No		
		Salesperson 151 / 294

RENTAL CONTRACT

Description	R E S E R V A T I O N # 000724	Amount
-------------	--------------------------------	--------

Rental Delivery is price to AND from

VE HG6800TX	HG6800TX HORIZONTAL	1 MONTH	50000.00
Stock #: 1054535	Serial #: 1VRK4804JN1001034		
Date Out: 07/11/2022 07:08			

Part #: WEAR	WEAR CHARGE	1 WEEK	1670.00
Date Out: 07/11/2022 07:08		1 PIECE	

Miscellaneous Charges/Credits

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RENTAL DELIVERY	Qty: 1	Price: 3000.00	3000.00
	Damage Waiver:		7000.00
	Subtotal:		61670.00
	RENTAL SALE (CHARGED:		61670.00

LESSEE AGREES THAT THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF ARE A PART OF THIS AGREEMENT AND ARE THOROUGHLY UNDERSTOOD.

X

Signature

Printed Name

Date

TERMS AND CONDITIONS

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In the event the Equipment becomes inoperable for reasons other than accident, improper use, or failure of LESSEE to comply with its obligations hereunder, no rental shall be charged for the period of time between actual notice to LESSOR of the inoperable condition of the Equipment and the time when it is returned to service. LESSOR shall not be obligated to furnish substitute Equipment nor shall be liable for down time or special or consequential damages of any nature whatsoever suffered by any party.

9. INSURANCE. LESSEE at its sole expense shall procure and keep insurance on the Equipment as follows: (i) property insurance for all risk of loss or damage from every cause whatsoever for not less than the full replacement value of the Equipment; (ii) commercial general/public liability and property damage insurance covering the Equipment, its use and storage in an amount not less than \$1,000,000 for each occurrence. (iii) automobile liability with a combined single limit of \$1,000,000. All such insurance shall be issued by an insurance carrier(s) satisfactory to LESSOR and shall name LESSOR as loss payee and additional insured, respectively. Such insurance shall provide a minimum of 30 days' advance written notice to Lessor of any cancellation, change or modification in the insurance. A loss payable insurance binder may be provided to LESSOR; provided however, LESSEE shall provide LESSOR with a duplicate of the original policy evidencing such insurance as required herein. All insurance proceeds shall be paid to LESSOR and LESSOR at its sole option may apply such proceeds toward the replacement, restoration or repair of equipment, or toward payment of the obligations of LESSEE hereunder. LESSEE appoints LESSOR as its attorney-in-fact to make a claim for, receive payment of, and execute and endorse all documents, checks or drafts for loss or damage under any such insurance policies. At LESSEE'S option, property insurance may be obtained through LESSOR for a fee.

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UNLESS OPTION IS EXERCISED AND TITLE IS TRANSFERRED TO LESSEE THROUGH SALE, TITLE TO ALL EQUIPMENT SHALL REMAIN VESTED IN LESSOR AT ALL TIMES. LESSEE SHALL GIVE LESSOR IMMEDIATE NOTICE OF ANY LEVY ATTEMPTED ON SAID EQUIPMENT, OR IF SAID EQUIPMENT BECOMES LIABLE TO SEIZURE FOR ANY REASON. LESSEE SHALL INDEMNIFY LESSOR AGAINST ALL LOSS AND DAMAGE CAUSED BY SUCH ACTION.

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12. AUTHORIZED USE. LESSEE agrees to comply with and conform to all municipal, state, and federal laws relating to said Equipment and its use or operation, and to pay any and all costs and expenses of every character occasioned by or involving the use or operation of said Equipment, unless specifically reserved to be paid by LESSOR hereunder.

LESSEE further agrees; that said Equipment Shall not be used for any unlawful purpose; that said Equipment shall be used solely in the conduct of LESSEE'S business, within LESSEE'S possession, and under LESSEE'S control; that said Equipment shall be used solely by LESSEE'S AUTHORIZED PERSONNEL; that said Equipment shall be used only for its intended purposes and shall not be used beyond its normal capacity; and that when not in use, said Equipment shall be kept in a protected area.

LESSEE agrees, whensoever requested by LESSOR, to give the exact location of the Equipment covered by this Lease, and LESSOR and the manufacturer of the Equipment shall have the privilege at all times of entering any shop, building, or location where the Equipment is being used for the purpose of inspection. LESSOR shall have the right of removing the Equipment on twenty-four (24) hours' notice and terminating this Lease if the Equipment is being overloaded or taxed beyond its capacity, or in any manner abused or neglected.

13. INDEMNITY. LESSEE shall indemnify and hold LESSOR and manufacturer harmless from any and all liability, loss, damage, expense, causes of action, suits, claims or judgments arising from injury to person or property resulting from or based upon the actual or alleged use, storage, operation, delivery or transportation of any or all of the Equipment.

14. ASSIGNMENT. LESSEE shall not assign this Lease or sublet the Equipment LESSEE agrees that LESSOR may assign this lease, and all right, title, and interest of LESSOR in and to the Equipment, and all payments due or to become due to LESSOR hereunder. LESSEE agrees to honor any such assignment in accordance with its terms upon receipt of written notice thereof. LESSEE'S obligation to pay rent or other charges or fees under this Lease shall not, as to any such assignee, be subject to any diminution or right of set-off, counterclaim, or recoupment whatsoever arising out of any breach of any obligation of LESSOR hereunder or by any reason of any other liability at any time owing by LESSOR to LESSEE.

The undersigned authorizes Vermeer Texas-Louisiana to file UCC-1's (Financing Statements) and UCC-3's (Continuation Statements).

15. DEFAULT. LESSEE shall be considered in default of this Lease if LESSEE: shall fail to make any rental or other payment hereunder when due; shall fail to comply with any other provision of this Lease; shall attempt to sell or encumber any interest in the Equipment; shall cease doing business as a going concern; shall become subject to any state or federal insolvency, bankruptcy, receivership, trusteeship, or similar proceeding; or shall make, or attempt to make, an assignment, including one for the benefit of creditors; or if any attachment, execution, writ, etc., or other process is levied against the Equipment or any of LESSEE'S property; or if for any reason LESSOR deems itself unsafe. The foregoing shall be considered "Default Events."

If LESSEE is considered to be in default hereunder, LESSOR may immediately and without notice declare the entire balance of the sums owed due and payable together with all expenses of collection by suit or otherwise, including reasonable attorney's fees. Moreover, if any of the above Default Events shall occur, LESSEE agrees to surrender possession of the Equipment on demand, and LESSOR may enter upon LESSEE'S premises to the full extent allowed by law and take possession thereof. LESSEE shall additionally be liable for all expenses incurred by LESSOR repossessing the Equipment, including reasonable attorneys' fees.

16. GENERAL. Time is of the essence of this Lease. LESSOR'S failure at any time to require strict performance by LESSEE of any of the provisions of this Lease shall not waive or diminish LESSOR'S right thereafter to demand strict compliance therewith or with any other provisions.

Waiver of any default shall not waive any other default.

The remedies in this Lease provided in favor of LESSOR shall be available to its successors and assigns and shall not be deemed exclusive, but shall be cumulative, and shall be in addition to all other remedies in its or their favor existing at law or in equity.

Any notice hereunder shall be deemed sufficiently given if in writing it is delivered to the applicable party personally, or sent by mail addressed to the party at the address set forth upon the reverse side hereof.

For purposes of this Agreement, LESSEE'S AUTHORIZED PERSONNEL shall be any of LESSEE'S employees, officers, or agents whose use of the Equipment is pre-approved by LESSOR, in LESSOR'S sole discretion.

If any portion of this Agreement, or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent of the law.

LESSOR and LESSEE agree that this Agreement shall be governed by, and shall be construed and enforced in accordance with the laws of the State of Texas, without regard to conflicts of laws principles. LESSOR and LESSEE hereby consent to the jurisdiction of any state or federal court located within Dallas County, Texas, and irrevocably agree that all actions or proceedings arising out of or relating to this Agreement shall be litigated in such courts. LESSOR and LESSEE hereby accept the nonexclusive jurisdiction of the aforesaid courts and waive any defense of forum non conveniens and irrevocably agree to be bound by any judgment rendered thereby in connection with this Agreement.

This Agreement embodies the entire agreement and understanding between the parties, supersedes all prior negotiations, agreements, and understandings between the parties, and all such prior agreements are hereby terminated. No alteration or modification of this Lease is valid unless in writing and signed by the parties hereto. LESSEE acknowledges receipt of a signed copy hereof.

17. REGULATIONS. Lessee will at Lessee's expense, comply with all local, state and federal laws and regulations affecting equipment and its use, operation, erection, dismantling and transportation, including all federal and local Department of Transportation regulations, licensing and building code requirements and shall defend, indemnify and hold harmless lessor from all loss, liability or expense resulting from actual or asserted violations of such laws, requirements or regulations.



P. 214.298.1056 - hallrows@att.net

Date: 06/23/2022
Attention: Don Evans with Kendall County
Phone: 210.844.7587
Email: don.evans@co.kendall.tx.us
Project Name: Kendall County
Location: Kendall County

Scope of Work: Grinding of Stockpiled Brush and Stumps

Terms & Conditions: Hall Right of Way Services purposes to perform work as follows:

- 5 Days of Grinding Stockpiled Brush and Stumps. Mulch is to be left onsite. Hall will be providing the following equipment: 3680 Bandit Beast Tracked Grinder and 34,000 lb. Excavator with rotating grapple. This price includes all Labor, Per Diem and Insurance for this project.
- Hall does understand that this is a design/build project so there may be modifications requested by owner at owners cost during the process of this project.

Payment Terms: Due upon Completion

GC/Owner's Responsibilities:

Designate areas for staging materials & equipment
Provide access to project.
Provide water source
Provide clear and specific right-of-way limits
Plans and Specs if deemed necessary
Notify of any live utilities and/or newly installed utilities that may conflict with this project
Provide locations via map and/or drawings that show sprinklers, sprinkler lines, control boxes or electrical outlets

	<u>Unit Pricing</u>	<u>Quantity</u>	<u>Daily Cost</u>	<u>Unit Price</u>
Line Item 1	Grinding of Stockpiled Brush and Stumps	5 Days	\$8,500.00	\$42,500.00
Line Item 2	Mobilization of All Equipment			\$12,200.00
			Total	\$54,700.00

Exclusions:

Permits & fees, tree plan, liquidated damages due to other trades and/or delays regarding weather, engineering & surveying, performance, payment & maintenance bonds, rehabilitation of eroded banks, erosion control or spraying. Special waste such as tires, contaminated waste, oil, asbestos, paint, lead and any other materials that require special MSDS.

We trust that you will find this proposal satisfactory, therefore we will be pleased to enter into a contract with you on the basis of this proposal, which is good for 30 days.

Authorized Signature
of Acceptance



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 7/11/2022 OPEN SESSION	
SUBJECT	County Fire Department Incident Reporting
DEPARTMENT & PERSON MAKING REQUEST	Jeffery Fincke, Fire Marshal
PHONE # OR EXTENSION #	830 249-3721
TIME NEEDED FOR PRESENTATION	5 minutes
WORDING OF AGENDA ITEM	Consideration and action concerning approval of two agreements between Kendall County and STRAC: 1) Business Associate Agreement Provisions 2) FireRMS Project
REASON FOR AGENDA ITEM	Current system we use will no longer be available after December 31, 2022
WHO WILL THIS AFFECT?	Fire Marshal, Alamo Springs, Bergheim, Comfort, Kendalia, Sisterdale and Waring Fire Departments.
ADDITIONAL INFORMATION	\$21,000. Per year, was budgeted for starting October 1, 2022



KENDALL COUNTY COMMISSIONERS COURT AGENDA REQUEST

COMMISSIONER COURT DATE: 7/11/2022
OPEN SESSION

SUBJECT	Radios for law enforcement
DEPARTMENT & PERSON MAKING REQUEST	Darrel L. Lux, County Judge
PHONE # OR EXTENSION #	830-249-9343
TIME NEEDED FOR PRESENTATION	5 minutes
WORDING OF AGENDA ITEM	Consideration and action concerning the purchase of radios for law enforcement.
REASON FOR AGENDA ITEM	Radios for law enforcement
WHO WILL THIS AFFECT?	Sheriff's Department
ADDITIONAL INFORMATION	None